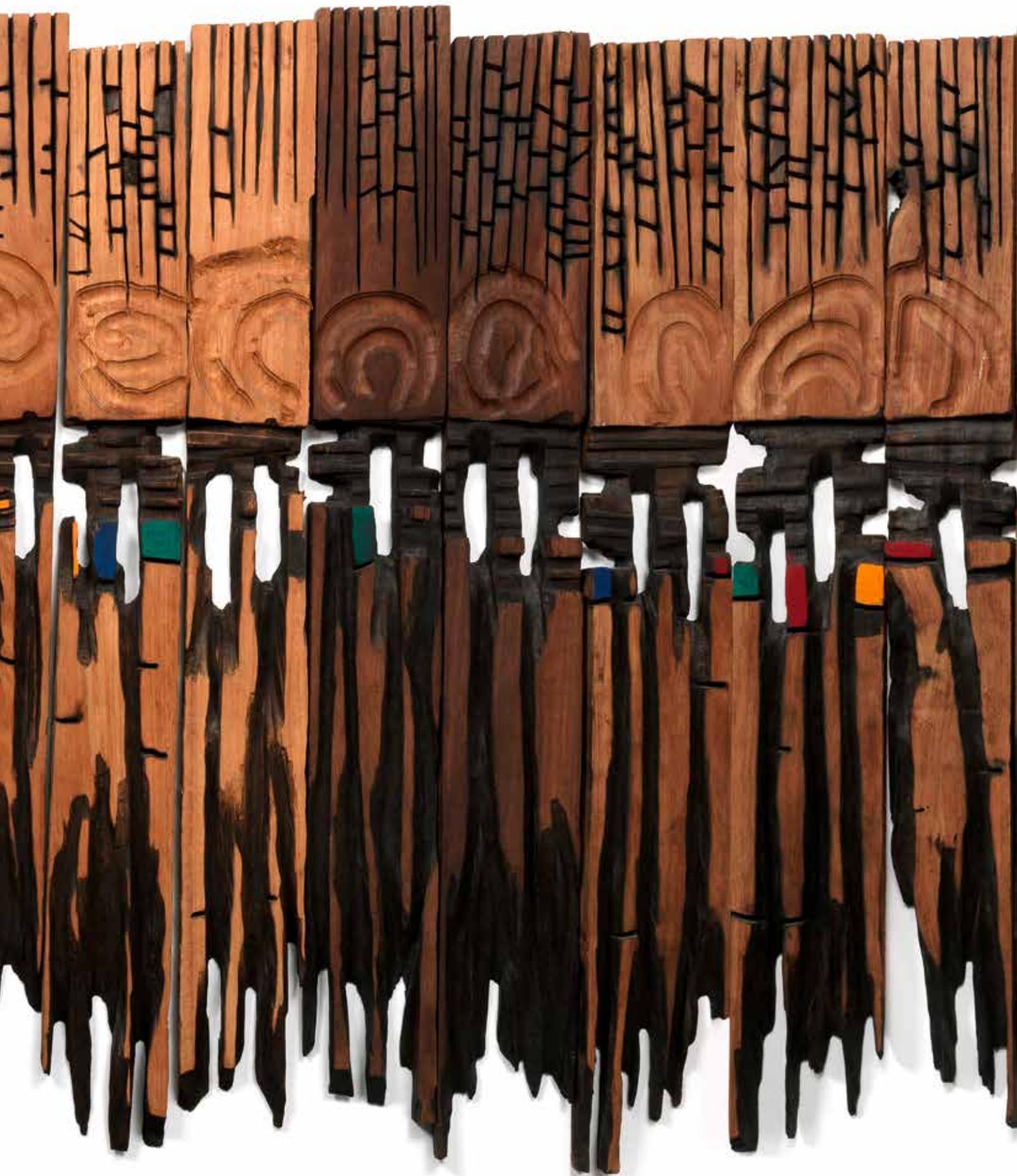


**AFRICA NOW:  
MODERN AFRICA**

Wednesday 25 May 2016

**Bonhams**

LONDON







# AFRICA NOW: MODERN AFRICA

Wednesday 25 May 2016 at 2pm  
New Bond Street, London

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11am to 3pm  
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23332

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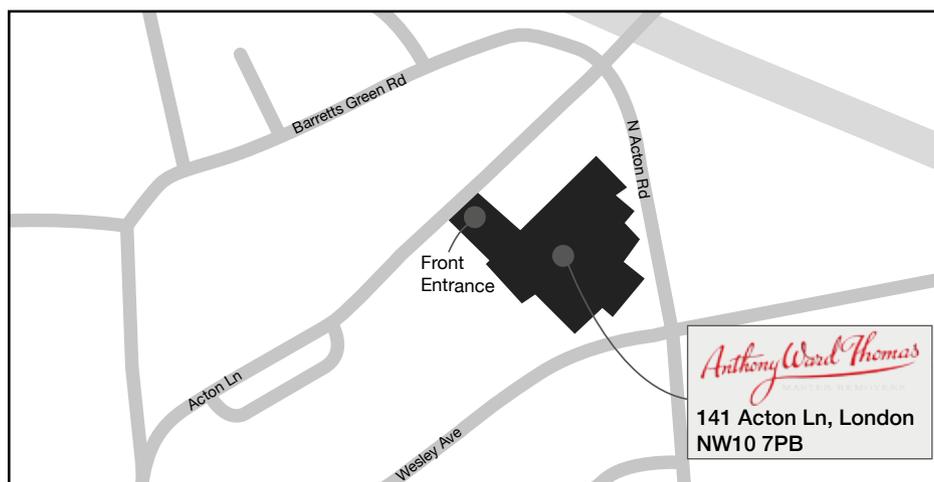
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## CONTEMPORARY AFRICAN ART AT BONHAMS

This 'Africa Now: Modern Africa' auction is the second sale since we split the previous "Africa Now" auctions into separate and specific Modern and Contemporary auctions. The decision to make this change has been enthusiastically welcomed by buyers and sellers alike and it has enabled us to focus each auction on the stake-holders and core constituencies in each market.

This sale concentrates on post-war modern art from West Africa. It showcases major works by the pioneers of Nigerian modernism, Ben Enwonwu, Yusuf Grillo and Uzo Egonu, as well as a rare oil on canvas by Demas Nwoko. Only a handful of the artist's works have been offered on the open market, the last being sold at auction in 2013. We are also honoured to be offering a selection of works from the collection of the late Lady Dorothea Louise, Viscountess Head, including portraits of Sir Abubakar Tafawa Balewa KBE and Sir Ahmadu Bello KBE, two men who lost their lives in the struggle to bring about a unified and independent Nigeria.

Modern and contemporary African art continues to generate interest, with new collectors and dealers appearing each year. 2016 has gotten off to a strong start with the Armory fair dedicating its Focus to African perspectives, and the second edition of 1:54 taking place in New York earlier this month. AKAA, a new fair entirely devoted to contemporary African art and design will make its debut in Paris in November. We at Bonhams are convinced that this market has a bright future, and are delighted to be the market leaders in offering modern and contemporary African art to an international audience.

We are proud of the quality and breadth of works in this sale, and hope that you will take equal pleasure in what is on offer. We look forward to your participation in the auction, whether by telephone, online or in person.



1

1  
**BURAIMOH GBADAMOSI**  
**(NIGERIAN, BORN 1938)**

Osogbo deities  
 stone  
 one 23cm (9 1/16cm) high; the other 21cm (8 11/16in) high  
 (2)

£3,000 - 5,000  
 €3,700 - 6,200  
 US\$4,300 - 7,100

**Provenance**

The collection of Susanne Wenger.  
 Purchased from Wenger in 1984, Osogbo, Nigeria.  
 By direct descent to the current owner.

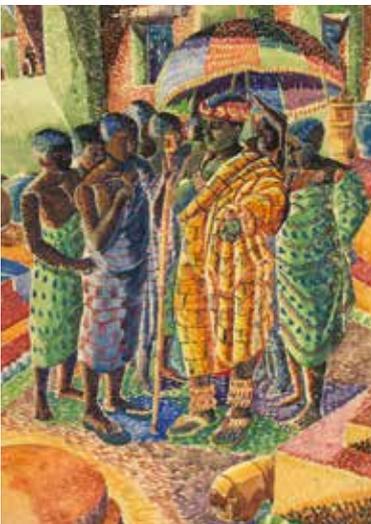
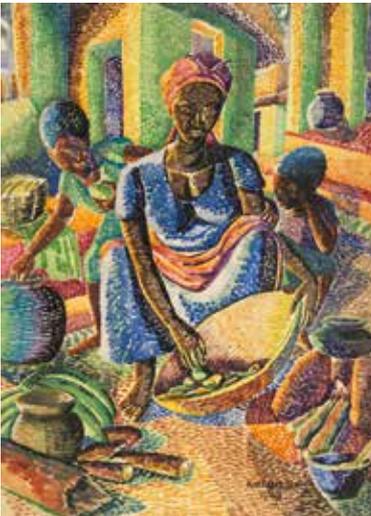
The Austrian artist, Susanne Wenger, moved to Nigeria in 1949 when her then husband, Ulli Beier, was offered a position at the University of Ibadan. They settled in Ede, where Wenger was exposed to Yoruba religion. She was educated on the principles and practices of Orisha worship by Ajagemo, a Priest of Obatala, eventually becoming a Yoruba Priestess herself.

Wenger's spiritual conversion encouraged her to restore the local shrines and places of worship. She commissioned artists and craftsmen from the region to sculpt representation of the Orisha (Yoruba gods). One of these sculptors was Buraimoh Gbadamosi. He produced a number of stone carvings for Wenger. The present lots were part of her personal collection and were housed in her residence, Adunni Olorisha House.

The figure holding a head is most likely a representation of Osanyin, the Yoruba god of medicine. The other appears to be a fertility goddess.

**Bibliography**

N. Saunders & A. Merzeder-Taylor, *Susanne Wenger: Her House and Her Art Collection*, (Lagos, 2006), p.62.



2

2  
**KOFI ANTUBAM (GHANAIAN, 1922-1964)**

Two watercolours and a pastel:  
 1. 'Akan Akan Paramount Chief in council'  
 2. 'Akan mother prepares lunch'  
 3. Akan mother and child  
 watercolours signed 'Kofi Antubam/ 1948' (lower right) and inscribed with title (verso); pastel signed 'Kofi Antubam/ 1959' (lower centre)  
 watercolour; pastel on paper  
 55 x 38cm (21 5/8 x 14 15/16in); 51.5 x 38cm (20 1/4 x 14 15/16in); 55.5 x 38cm (21 7/8 x 14 15/16in).

£3,000 - 5,000  
 €3,700 - 6,200  
 US\$4,300 - 7,100



3 \*

**BRUCE ONOBRAKPEYA (NIGERIAN, BORN 1932)**

Five metal foil relief (repoussé) panels:

1. 'Eniete Erinvbin', 1982 (7/15)
2. 'Ofeto', 1982 (10/15)
3. 'Tisha', 1982 (2/30)
4. 'Emiovbo Beroma', 1983 (2/30)
5. 'Aro Ezomo Agban', 1982 (1/9)

all signed, dated and titled (verso)

metal repoussé panels mounted on board

149 x 60cm (58 11/16 x 23 5/8in) and smaller.

(5)

£3,000 - 5,000

€3,700 - 6,200

US\$4,300 - 7,100



4  
**ABLADE GLOVER (GHANAIAN, BORN 1934)**  
Women at the market  
signed and dated 'Glo/ 91' (lower left)  
oil on canvas  
101 x 101cm (39 3/4 x 39 3/4in).

£4,000 - 6,000  
€5,000 - 7,500  
US\$5,700 - 8,500

4



5  
**ABLADE GLOVER (GHANAIAN, BORN 1934)**  
'Foresty Blues'  
signed 'Glo' (lower left); inscribed with title (verso)  
oil on canvas  
102 x 61cm (40 3/16 x 24in).

£4,000 - 6,000  
€5,000 - 7,500  
US\$5,700 - 8,500

5



6  
**FRÉDÉRIC BRULY BOUABRÉ**  
**(ZÉPRÉGÜÉ, CÔTE D'IVOIRE 1923-2014)**

'La course mondiale pour la civilisation':

1. 'Chili', dated '5-11-1994'
2. 'Niger', dated '5-11-1994'
3. 'Liberia', dated '1-9-1994'
4. 'Gabon', dated '23-8-1994'
5. 'Chypre', dated '3-11-1994'
6. 'France', dated '23-8-1994'
7. 'Kenya', dated '4-9-1994'
8. 'Republique Democratique du Congo', dated '1-9-1994'
9. 'Cote d'Ivoire', dated '1-9-1994'
10. 'Ouganda'

all signed 'FBBruly \*\*' (verso)  
 colour pencil and pen on card  
 15 x 11.2cm (5 7/8 x 4 7/16in) each (unframed).  
 (10)

£4,000 - 6,000  
 €5,000 - 7,500  
 US\$5,700 - 8,500

**Provenance**

Purchased from the artist by the current owner,  
 Côte d'Ivoire, circa 2011.



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

The gathering of the chiefs, Asaba  
 signed and dated 'Ben Enwonwu/ 1963' (lower left); inscribed 'ASABA'  
 (lower right)  
 oil on board  
 61 x 74.5cm (24 x 29 5/16in).

£15,000 - 20,000

€19,000 - 25,000

US\$21,000 - 28,000

**Provenance**

Purchased in Lagos, circa 1964.

Thence by direct descent to the current owners.

In the years leading up to the civil war (1967-1970), relations between different ethnic groups became increasingly fraught, intensifying distinct identities. Painted in 1963, *The gathering of the chiefs, Asaba* reveals the artist's longing for harmony and national reconciliation. It depicts a group of Igbo elders in a wooded grove, gathered together to worship at the village shrine. Communal worship is integral to Igbo traditions, and the painting celebrates its cohesive power.

Enwonwu revisited the theme twice more in *Ututu: Morning Meeting* and *Ututu: Morning Meeting of the Elders in Old Asaba*, 1970 (illustrated in Nzegwu p.167). The inhabitants of Asaba were caught at the heart of the conflict; separated from eastern Igbo communities by the River Niger, the opposing factions both demanded their loyalty. Riven by internal divisions, the artist presents Asaba as a microcosm of Nigeria. His paintings suggest that a return to traditional community life will pave the way towards national reconciliation.

The village shrine was of particular importance to Enwonwu. His father had been a craftsman, often employed in carving figures for the shrine of Onitsha. He later described how the experience of watching his father awoke his own creative ambitions:

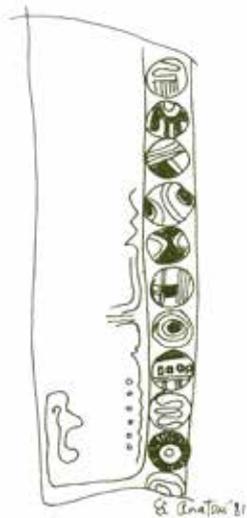
"My art began when my father was carving in the shrine at Onitsha. It began as I watched him carve images such as *okwachi* (vessel of the soul), *osisi* (staff of office for members of the ancient Agbalanze society in Onitsha), *ikenga* (symbol of identity)...as well as images like *iru mmuo* (the sculptural face of incarnate spirits)..." (Nkiru Nzegwu, p.146)

It is not surprising that the young artist would connect the shrine with creative potential. According to Igbo tradition, shrines assisted in altering the devotee's state of consciousness. A meeting point for ancestral spirits and natural forces, these sites invested worshipers with supra-natural energy and opened their inner eye.

**Bibliography**

N. Nzegwu, 'Representational Axis: A Cultural Realignment of Enwonwu', *Contemporary Textures: Multidimensionality in Nigerian Art*, ed. N. Nzegwu (New York, 1999) pp.146-167.  
 S.O. Ogbecchie, *Ben Enwonwu: The Making of an African Modernist*, (New York, 2008) p.178.





Sketch of Joromi, illustrated in L. Binder, *El Anatsui: When I last wrote to you about Africa*, (Seattle, 2010) p.85.

8

**EL ANATSUI (GHANAIAN, BORN 1944)**

Marks left behind I, II & III  
manganese and clay

23 x 21cm (9 1/16 x 8 1/4in); 26 x 21cm (10 1/4 x 8 1/4in);

41 x 21cm (16 1/8 x 8 1/4in).

(3)

£100,000 - 150,000

€120,000 - 190,000

US\$140,000 - 210,000

**Provenance**

Acquired directly from the artist.

A private collection.

**Exhibited**

Enugu, Nigeria, British Council, *Broken Pots: Sculpture by El Anatsui*, 1979, no. 19, 20 & 21.

Nsukka, Nigeria, Institute of African Studies, *Broken Pots: Sculpture by El Anatsui*, 1979, no. 19, 20 & 21.

Photographic studies of these three works were exhibited:

Lagos, Goethe Institute, *El Anatsui. Sculptures, Photographs & Drawings*, 1982, under the title "Joromi".

One of the most important contemporary artists of today, El Anatsui needs little introduction. His most recent works constructed from metal bottle tops now fetch millions of dollars at auction. His large hanging, 'Peju's Robe', was sold in these rooms for \$1.2 million on 11 February 2016.

These three ceramics were executed between 1977 and 1979 as part of the *Broken Pots* series. They were exhibited in 1979 at the British Council in Enugu, Nigeria.

Several of these works were constructed from shards that were fused together, others were made from a manganese body decorated with adinkra motifs. The series references Nok terracotta sculptures. Like the Nok pieces, El Anatsui's ceramics explore the idea of regeneration through memory. A later pen and ink study in the artist's collection entitled *Joromi* 1981 demonstrates his continued fascination with the theme.

The artist stated:

"At the time I made the Broken Pots series, I was thinking about the idea of breaking not as an end but as a beginning. When a pot breaks, as a ceramicist, you can grind the pieces into clay for a fresh substance which becomes stronger as a result. When I made those pots, Ghana's economy was completely in tatters. In retrospect, I regard my process as an exhortation; that things have to break in order to start reshaping." (El Anatsui)

**Bibliography**

L. Binder, *El Anatsui: When I last wrote to you about Africa*, (Seattle, 2010).





9

**EL ANATSUI (GHANAIAN, BORN 1944)**

Bomboy

manganese, clay and glass

31 x 24cm (12 3/16 x 9 7/16in).

£40,000 - 60,000

€50,000 - 75,000

US\$57,000 - 85,000

**Provenance**

Acquired directly from the artist.

A private collection.

**Exhibited**

Enugu, Nigeria, British Council, *Broken Pots: Sculpture by El Anatsui*, 1979, no. 3.

Nsukka, Nigeria, *Institute of African Studies, Broken Pots: Sculpture by El Anatsui*, 1979, no. 3.

Photographic study of this work was exhibited:

Lagos, Goethe Institute, El Anatsui. Sculptures, Photographs & Drawings, 1982, under the title "Child".

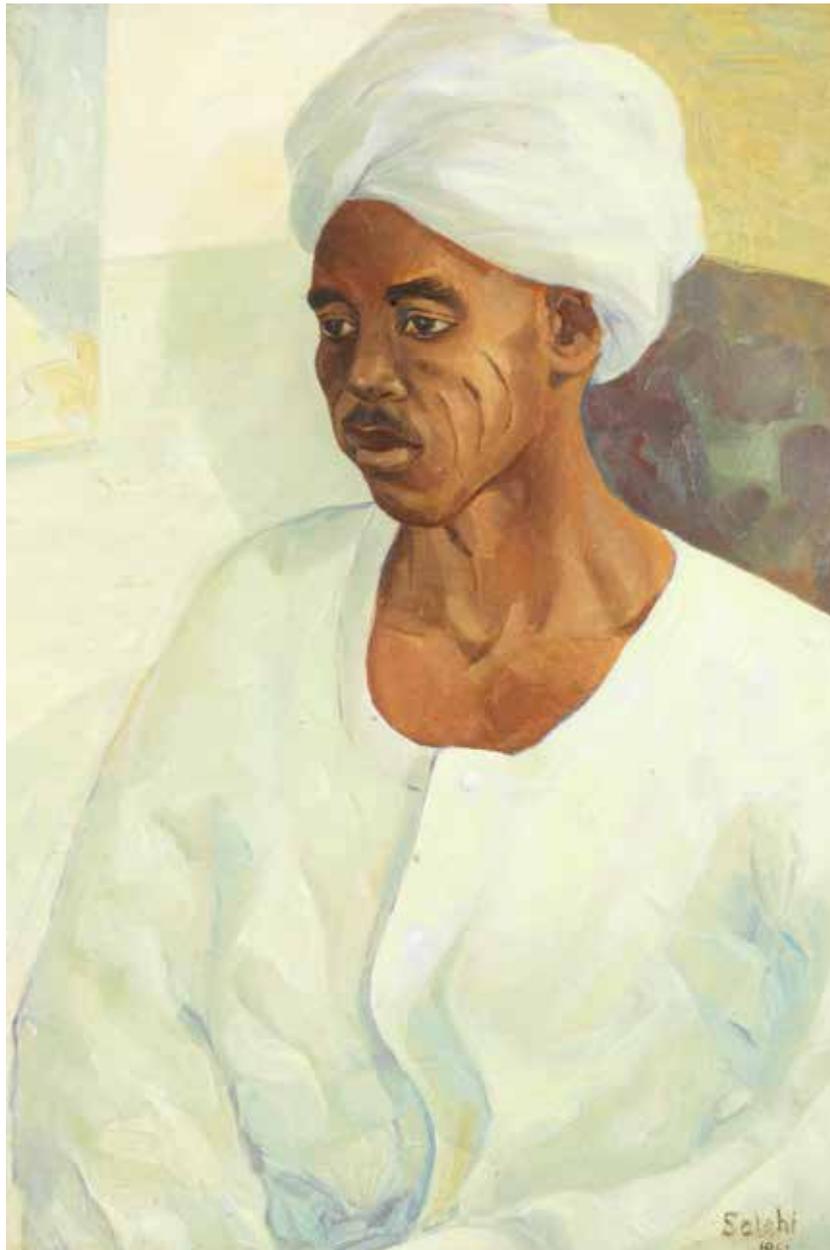
Several of the titles of the *Broken Pots* series were taken from pidgin English, a Nigerian dialect that shortens and combines English words. 'Bom Boy' is an argotic term for a young boy.

This work incorporates molten glass made from discarded beverage bottles. The use of drinks bottles in this manner prefigures the artist's later practice of constructing large hangings from metal bottle tops.

One of the inspirations for this ceramic series was a collection of poems by Onuora Ossie Enekwe entitled '*Broken Pots*'. In his introduction, Enekwe wrote:

"Broken Pots affirms the inevitability of destruction and continuity, death and immortality, hate and love....The old and obsolete must yield to the young and vibrant, but in this process, the old are not annihilated: they pass on to a stage befitting their age and experience."





10

**IBRAHIM EL-SALAHİ (SUDANESE, 1930)**

Portrait of a Sudanese gentleman  
signed and dated 'Salahi/ 1951' (lower right)  
oil on board  
52.5 x 36cm (20 11/16 x 14 3/16in).

£5,000 - 8,000

€6,200 - 10,000

US\$7,100 - 11,000

**Provenance**

Mr Graham F. Thomas (1921-2000).  
By descent to the current owner.

Ibrahim El-Salahi is one of the defining figures of African and Arab Modernism, a reputation that was recognised in the 2013 retrospective at Tate Modern, London, *Ibrahim El-Salahi: A Visionary Modernist*. Born in Omdurman in Sudan, El-Salahi now lives and works in Oxford, UK, a self-imposed exile.

The artist painted this portrait whilst studying at the Khartoum Technical Institute between 1949-1951. He subsequently won a place at the Slade School of Art in London, supported by a government arts scheme.

The portrait was purchased by Graham Thomas in the early 1950s, then serving in the Sudan Government Service under the proconsul, Sir James Robertson. Thomas was greatly interested in the cultural history of Sudan, and authored four books on the subject, including *'Sudan: Death of a Dream'*, published in 1990.

We are grateful to the artist for confirming the circumstances of the execution of this work.



11 WT

**UZO EGONU (NIGERIAN, 1931-1996)**

'Adoration of the Divine King'

signed and dated 'Egonu/ 72' (upper left); inscribed with title (verso)  
oil on canvas

115 x 149.5cm (45 1/4 x 58 7/8in).

£7,000 - 10,000

€8,700 - 12,000

US\$9,900 - 14,000

**Provenance**

The estate of the artist.

During the 1960s Uzo Egonu moved away from conventional naturalism towards a non-representational aesthetic. Figures and objects are broken down into simple, geometric shapes and delineated with thick black outlines. His colour palettes communicate mood and atmosphere rather than objective reality. The overall effect is to create abstract decorative patterns, reminiscent of textile designs.

Egonu became increasingly preoccupied with texture in this period. Moving away from mimetic representation allowed him greater freedom to explore the physical properties of his media. In *Adoration of the Divine King*, the artist has abraded certain areas of the paint surface to reveal the bare canvas beneath. This abrasion and stippling lends the work a tactile quality, and evokes volume in spite of the linearity.

The present lot is characteristic of Egonu's works from the early 1970s in its abandonment of traditional perspective. No longer interested in creating the illusion of depth, the artist began to experiment with multiple viewpoints, including cyclical and bird's eye. He previously employed these devices in *Exodus* painted in 1970 (illustrated Oguibe p.65).

Egonu's formal experiments of the 1960s and 70s position him as one of the key figures of Nigerian modernism. However, the pre-eminence of line can also be seen as a return to traditional Igbo techniques. The Uli designs of Igbo murals and body painting are strongly linear, occupying shallow space. The traditional colour schemes of black (derived from charcoal), red/brown (camwood tree), yellow (earth) and white (clay), have also been employed by Egonu.

**Bibliography**

O. Oguibe, *Uzo Egonu: An African Artist in the West*, (London, 1995) pp.61-65.



'Adam and Eve', 1962, the collection of the artist.

12

**DEMAS NWOKO (NIGERIAN, BORN 1935)**

'Adam and Eve'

signed and dated 'DEMAS NWOKO/ 10/4/62' (lower left)

oil on canvas

91 x 58cm (35 13/16 x 22 13/16in).

£20,000 - 30,000

€25,000 - 37,000

US\$28,000 - 43,000

**Provenance**

Galerie Lambert, Paris, May 1962.

The collection of Dennis Duerden (1927-2006).

A private collection, UK.

In 1962, following a period of study at the College of Arts, Science and Technology in Zaria, Nwoko received a scholarship from the Congress of Cultural Freedom for a year's study at the Centre Français du Théâtre in Paris.

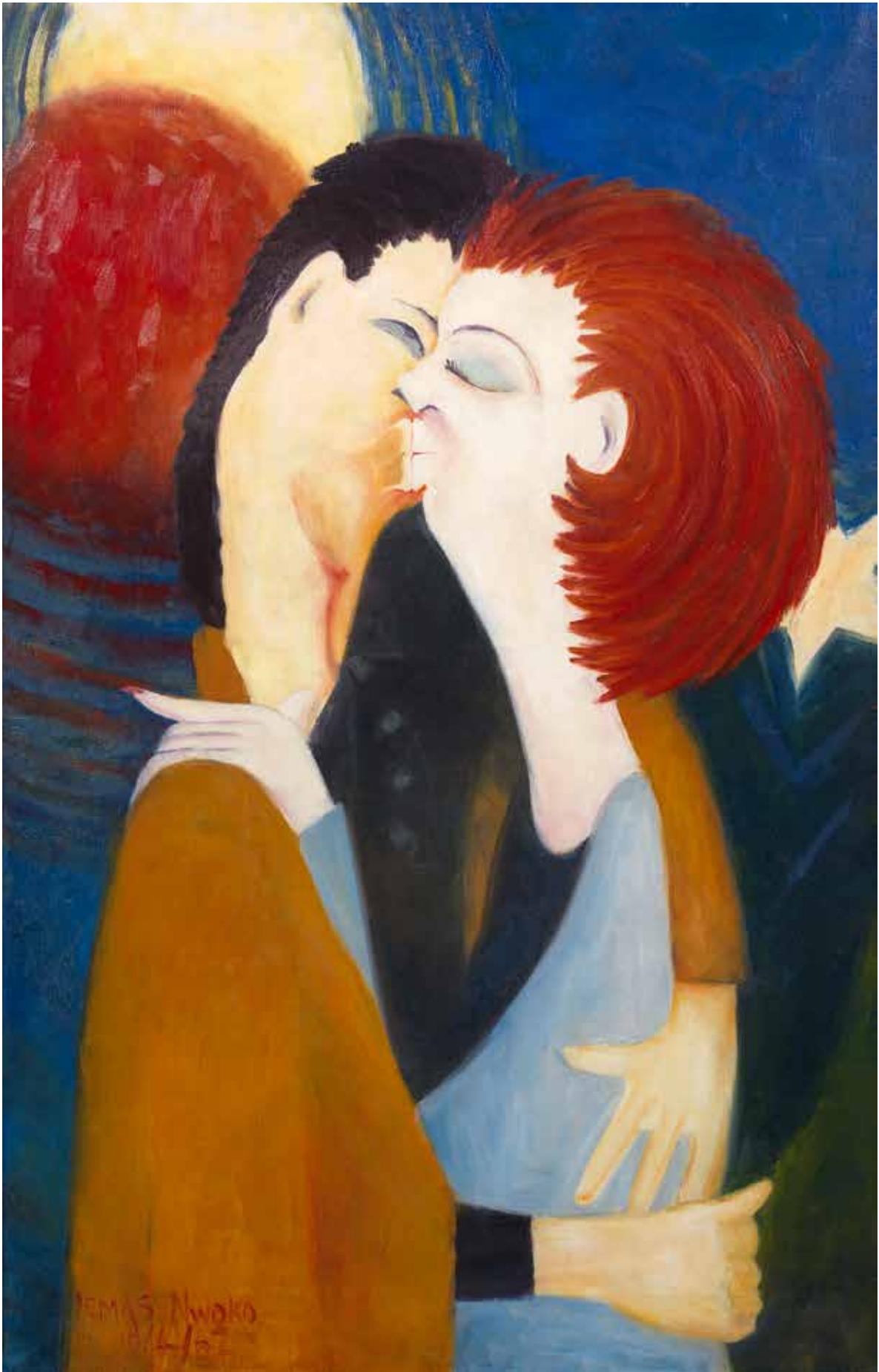
It was in Paris that he produced his seminal series *Adam and Eve*. These paintings ostensibly depict the first couple, but also demonstrate the principal of *ife kwulu ife akwudebe ya* (when something stands, something else stands beside it). The series is characterised by this fusion of Igbo culture with Western images.

Five of these paintings were sent for exhibition at the First Festival of Negro Arts at Dakar in 1966, where they were lost and never returned. The current lot was sold at the 1962 Galerie Lambert exhibition in Paris. Another is held in the collection of the artist (illustrated Okeke-Agulu p.199).

Dennis Duerden was assistant curator at the Jos Museum, Nigeria, in the late 1950s. On his return to Britain, he was made director of the Hausa service of the BBC World Service. The author of a number of publications, including *African Art* (1968) and *The Invisible Present* (1972), Duerden played a key role in establishing international reputations for African artists, writers and musicians.

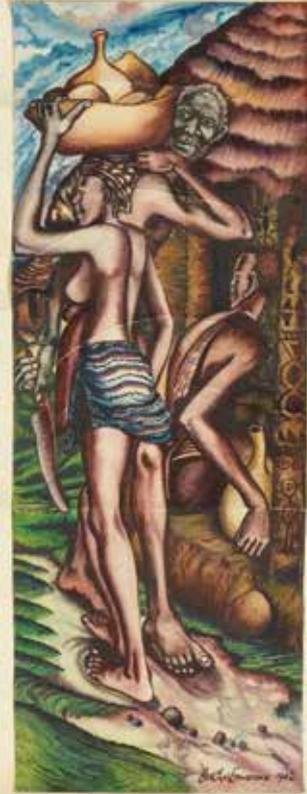
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WATER



W W

13 \*

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

'Water': a pair of watercolours  
both signed and dated 'BenChasEnwonwu 1942' (lower right)  
watercolour on paper  
38 x 14cm (14 15/16 x 5 1/2in); 46 x 15cm (18 1/8 x 5 7/8in).  
(2)

£6,000 - 9,000

€7,500 - 11,000

US\$8,500 - 13,000

14

**AFEWERK TEKLE (ETHIOPIAN, 1932-2012)**

Abstract

inscribed in Amharic, signed and numbered 'afewerk

Tekle/ 472' (lower centre)

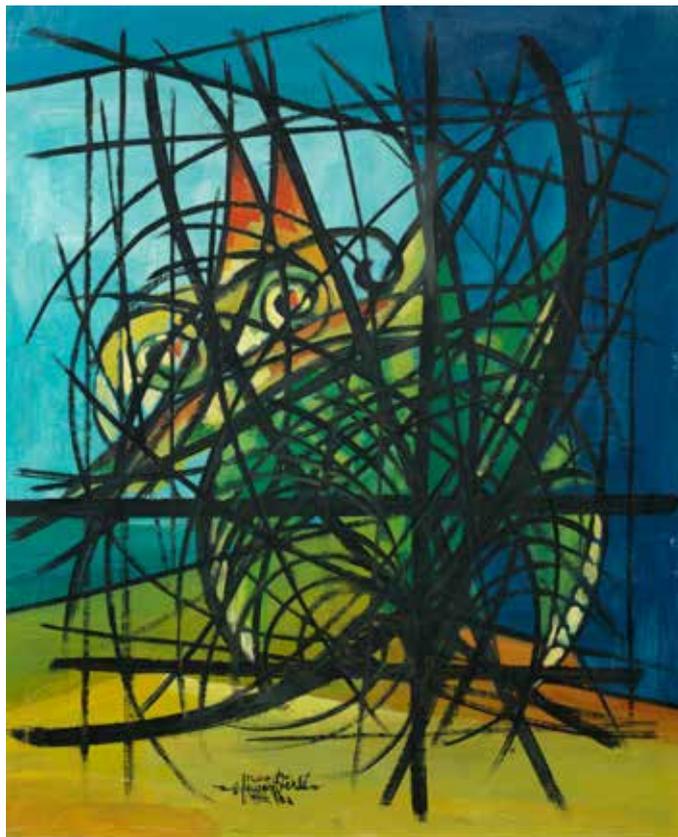
oil on canvas laid to panel

61 x 50.5cm (24 x 19 7/8in).

£3,000 - 5,000

€3,700 - 6,200

US\$4,300 - 7,100



14

15 \*

**MODUPEOLA FADUGBA  
(NIGERIAN, BORN 1985)**

'Flowers Side Up'

signed 'Modupeola 2014'

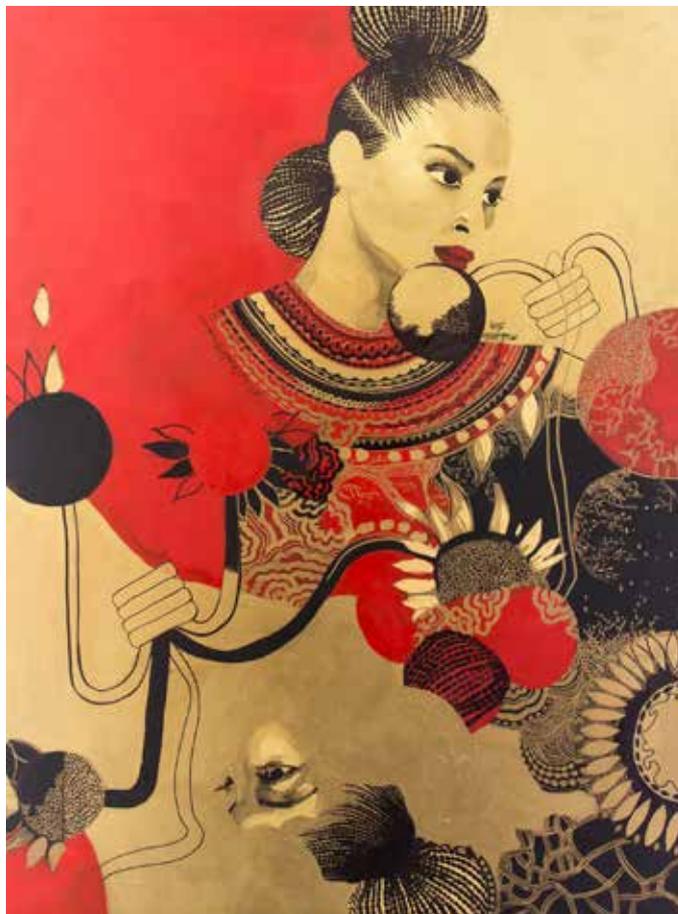
acrylic on canvas

121.5 x 91cm (47 13/16 x 35 13/16in).

£2,500 - 3,500

€3,100 - 4,400

US\$3,500 - 5,000



15

16 \*

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

Seven oils:

1. 'Stanley arrive au Congo avec les porteurs Angolais du malange'
2. 'Les Balubakat se revolterent contre leur chef (la mort du chef Kabongo)'
3. 'Attaque de l'O.N.U.'
4. 'Le grand chef Lumpungu pendu a Kabinda'
5. 'La mort de Bodson tue par m'siri a bunkeya au village bayeke'
6. 'Manifestation des etudiants a kin'
7. 'La revolte batetela'

all but one signed 'Tshibumba/ K.M.' and inscribed with titles (lower edge)

oil on canvas

42 x 63cm (16 9/16 x 24 13/16in) (6); 62 x 40cm (24 7/16 x 15 3/4in)

(1)

unstretched and unframed

(7)

**£5,000 - 8,000**

**€6,200 - 10,000**

**US\$7,100 - 11,000**

Tshibumba Kanda Matulu was born in 1947 in Lubumbashi, under Belgian rule. He originally intended to become a teacher, but his studies were interrupted by the violence following the Katanga secession in 1960. Determined to find an alternative way of educating his community, Tshibumba began to experiment with the medium of paint. His chief aim was to create a visual narrative documenting Congolese history from pre-colonial times to the present. An autodidact, Tshibumba had no formal artistic instruction. He finally established himself as a professional artist in 1969. His output was prodigious until 1981; no further works have appeared since then. It is not clear why the artist suddenly ceased production. Zaire suffered an economic crisis in the early 1980s; it is possible Tshibumba was simply responding to a decline in demand. Recent attempts to contact the artist have proved unsuccessful.

Tshibumba's aesthetic is an example of Popular Painting, a genre that emerged in Zaire in the 1920s. The style witnessed a resurgence after the Republic of Congo was granted independence in 1960. Young artists desired an aesthetic that expressed their distinct national identity. The self-taught artists who pioneered Popular Painting primarily depicted everyday occurrences in the urban centres of Kinshasa and Lubumbashi. Their naive style offered an alternative to the prevailing aesthetic taught in Western art academies. The Congolese artists of the 1960s and 70s began to create works that explored their ancestral origins, colonial history and aspirations for the newly-independent nation.

These seven paintings are from Tshibumba's narrative series *The History of Zaire*. They depict key moments in Congolese history, from the arrival of the British explorer Sir Henry Stanley to the massacre of university students by Mobutu's commandos. The works are highly personal interpretations, shaped by the artist's childhood experiences of Belgian rule. The series also openly criticizes President Mobutu, challenging the Second Republic's official narratives and exposing the regime's economic mismanagement and corruption.

Chronologically, the earliest event depicted is Sir Henry Stanley's arrival in the Congo. The moment was of great symbolic importance to the artist, representing the high point of European colonialism. Stanley and fellow explorers justified their presence in Africa through religion, dressing up their intervention as missionary work. Tshibumba's painting punctures this myth; Stanley dressed in pristine white clothes strides into Katanga whilst his black Congolese carriers struggle to keep up weighed down by his cases. Far from bringing enlightenment, the villagers flee in fear at the sight of Stanley.

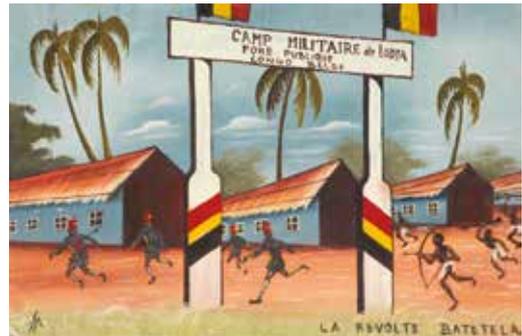
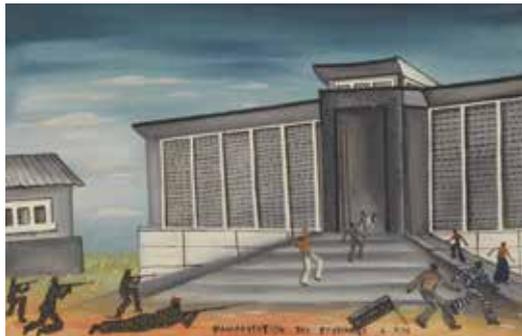
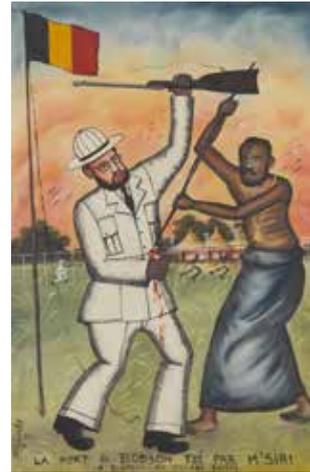
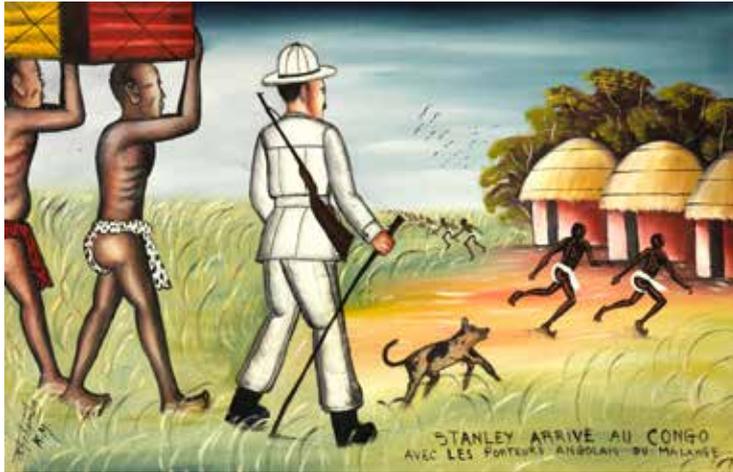
*Attaque de l'ONU* depicts UN planes bombing the Gecamines mines at Lubumbashi. Gecamines had witnessed the development of large Belgian settlements during colonial rule. When the Democratic Republic of Congo achieved independence in 1960, the election of Patrice Lumumba resulted in widespread discontent in the region. The mining region of Katanga formally seceded, causing Lumumba to appeal to the UN for assistance. Initially the UN opposed direct intervention; however, a force was deployed to quell the secessionist movement when Lumumba threatened to approach the Soviet Union.

One of the last paintings in the series, *Manifestation des Etudiants a Kinshasa*, depicts uniformed soldiers opening fire on unarmed students on the steps of Kinshasa University. The painting reveals Mobutu's use of military violence to suppress any form of political opposition.

**Bibliography**

S. Diop ed. *53 Echoes of Zaire: Popular Painting from Lubumbashi, DRC*. Sulger-Buell Lovell Gallery & the Africa Centre exhibition catalogue (London, 2015) pp.19-71.

J. Fabian, *Remembering the Present: Painting and Popular History in Zaire*. (London, 1996).



17

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

'Hausa charms vendor'

signed and dated 'GRILLO/ 64' (lower left)

oil on board

91.5 x 60.5cm (36 x 23 13/16in).

£30,000 - 40,000

€37,000 - 50,000

US\$43,000 - 57,000

**Provenance**

Purchased at the Piccadilly Gallery, London in 1965.

Thence by direct descent to the current owners.

**Exhibited**

London, Piccadilly Gallery, *Yusuf Grillo, Jimoh Akolo: two Nigerian artists* as part of the Commonwealth Festival, 14 September - 2 October 1965.

Influenced by Futurism and Cubism, Yusuf Grillo's portraits of Yoruba villagers have an architectural, planar quality. That Grillo and fellow Nigerian modernists looked to the works of European avant-garde artists is well documented. At the same time, Grillo was proud of his nationality and wished to establish a specifically Nigerian modernist aesthetic:

"The very first thing for an artist... is to know who he or she is. You have to know where you are coming from. You have to know your roots."

The current painting was exhibited in London in 1965, at the Piccadilly Gallery on Cork Street, one of the few occasions the artist's work was displayed in the UK. Entitled *Yusuf Grillo, Jimoh Akolo: two Nigerian artists* the show was held in connection with the capital's Commonwealth Festival. Organised by Ian Hunter (M.B.E), the Commonwealth Festival was a 'cultural jamboree' intended to bring together and showcase art, music and dance from the entire breadth of the Commonwealth, to celebrate the diverse cultural identities of member nations. The official Nigerian contingent was a traditional Nigerian Folk opera that was performed in London, Cardiff, Glasgow and Liverpool.

The Hausa population are based primarily in Western Africa, their historic centre is the city of Daura in northern most Nigeria, but they also inhabit many bordering countries. Their 'Hausalands' are the legendary rural towns that are found along the traditional Hajj route that traverses the Sahara Desert. However in the last century many have migrated into the rapidly developing urban centres of Lagos and Port Harcourt.

Due to their positioning along Islamic pilgrimage routes, the Hausa have been engaged in international trade for hundreds of years, selling gold from the Middle East for leather, food and other household items. The subject of this work depicts such a merchant, a nomadic charm seller. The figure wears the traditional Hausa uniform of the *tagelmust* and *jalabia/ juanni* robe. Charms were thought to imbue the buyer with anything from protection to good luck.

Family records show that the original owner of this painting was actively involved in Lagos's art scene in the 1960s, visiting Grillo's studio three times in one year. During this period, Grillo was acting as Head of Art at the Yaba College of Technology in Lagos.

**Bibliography**

I. Hunter, 'The Commonwealth Arts Festival' in *Journal of the Royal Society of Arts*, vol. 113, no. 5108 (July, 1965) pp.605-611.

C. Okeke-Agulu, *Postcolonial Modernism: Art and Decolonisation in Twentieth-Century Nigeria*, (Durham, 2015).





18 \*

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

'Negritude'

signed and titled 'Negritude/ Ben Enwonwu' (lower left) and again 'Ben  
Enwonwu/ 1979' (lower right)

gouache on paper laid to board

76 x 52.5cm (29 15/16 x 20 11/16in).

£20,000 - 30,000

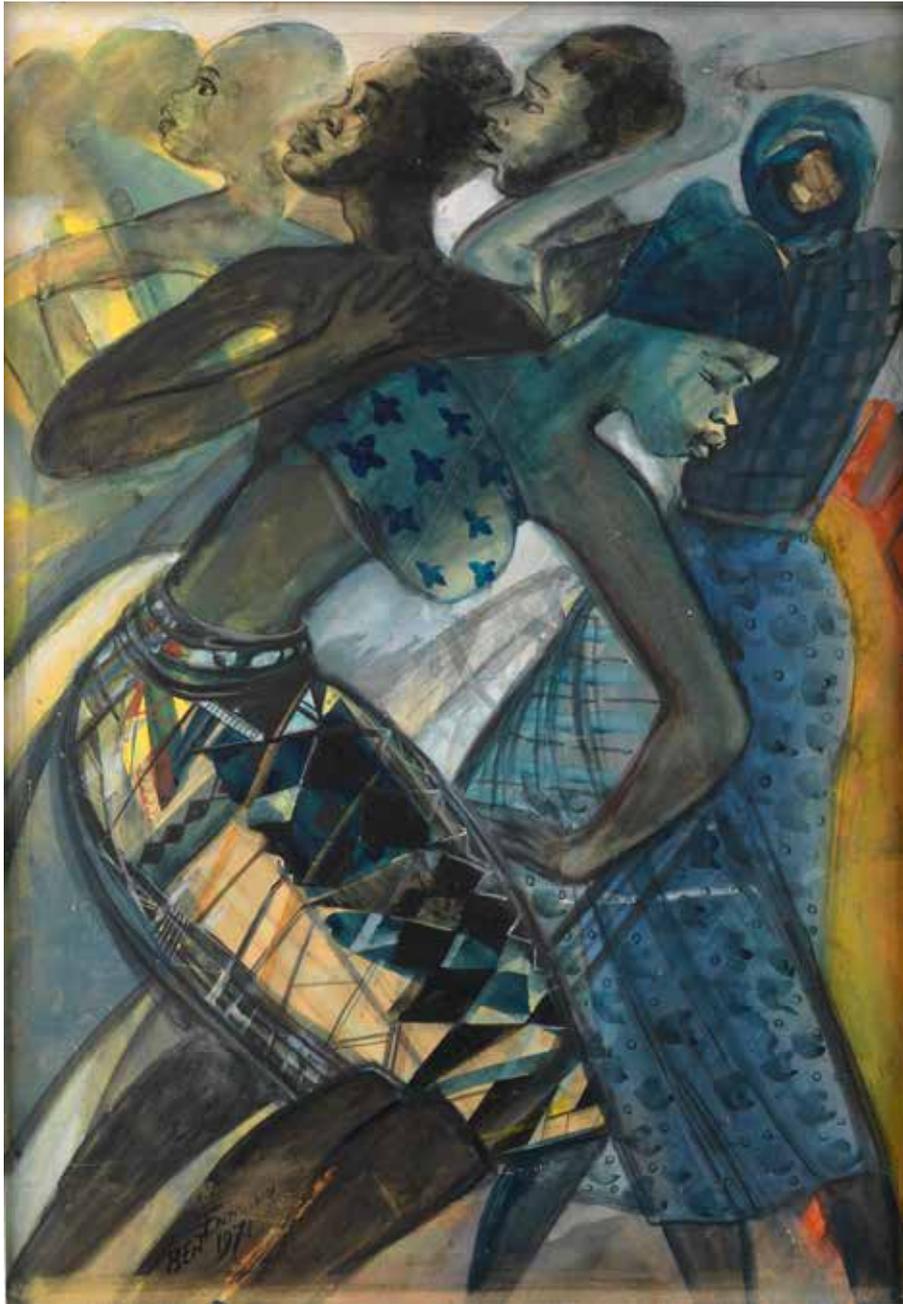
€25,000 - 37,000

US\$28,000 - 43,000

**Provenance**

A private collection, Nigeria.

Thence by descent to the current owner.



19 \*

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

'Africa Dances'

signed 'BEN ENWONWU / 1971' (lower left)

watercolour on paper

76.5 x 53.5cm (30 1/8 x 21 1/16in).

£6,000 - 9,000

€7,500 - 11,000

US\$8,500 - 13,000

**BERNARD MATEMERA (ZIMBABWEAN, 1946-2006)**

'Womanizer' and 'Blind Man'

one signed 'B MATEMERA' (underside of base)

carved stone

95 x 40 x 36cm (37 3/8 x 15 3/4 x 14 3/16in) including stone base; 71 x 45 x 17cm (27 15/16 x 17 11/16 x 6 11/16in).

(2)

£3,000 - 5,000

€3,700 - 6,200

US\$4,300 - 7,100

**Provenance**

Richard, Lord Attenborough, acquired directly from the artist in Zimbabwe, circa 1987.

In 1987, the year in which these sculptures were made, *Newsweek* reported, "Though Zimbabwe gained independence in 1980, the Shona art scene is only now undergoing a renaissance. In a decade, prices for their best work have shot up several thousand percent. God may well be in the stone, but these remarkable artists are in the details...Shona sculpture is perhaps the most important new art form to emerge from Africa in this century...Rockefellers and Rothschilds were early connoisseurs of Shona sculpture. Prince Charles has become a collector. Not long ago, Sir Richard Attenborough came to Zimbabwe...before leaving, the director shipped 29 crates of Shona pieces home to England."

The celebrated British director Richard Attenborough (1923-2014) spent an extended period in Zimbabwe filming the 1987 anti-apartheid drama *Cry Freedom* because of the tense political situation in South Africa at the time. Set in South Africa the late 1970s, *Cry Freedom* is based on the true story of the South African Black Consciousness Movement leader Steve Biko and Donald Woods, the liberal white editor of the Daily Dispatch newspaper. He fell for the country, saying "Zimbabwe is the most beautiful country, with a warmth of hospitality" (Attenborough, 1987). In addition to his purchases at Tengenenge, including works by Tom Blomefield, John Takawira, Bernard Manyandure, and Damien Manuhwa as well as the present lot, he also became a patron of the National Gallery of Zimbabwe. Having been made a Knight Bachelor in the 1976 New Year Honours, Attenborough was created a life peer as Baron Attenborough, of Richmond upon Thames, in 1993.

Also in 1987, Matemera won the prestigious Award of Outdoor Sculpture at the Zimbabwe Heritage Exhibition at the National Gallery of Zimbabwe. The unsigned work compares closely to *Blind Man* (1987) (illustrated in Sultan 1992 p. 73 and Winter-Irving 1993, p.102): "For his *Blind Man* each day begins with night and ends in darkness. He gropes for sight and never finds it, his eyes like a vacant lot are never used... To leave Matemera's sculptures is like waking from a dream, and it is from Matemera's dreams that the subject often comes. Sometimes his dreams are peaceful dreams, sometimes nightmares, and it seems that we wake in fright. Then we find comfort in the world outside art." (Winter-Irving 1993, p.102). Other comparable works, *Blind Man* (1988) and *Possessed by Woman* (1988) were included in the Contemporary Stone Carving from Zimbabwe exhibition at the Yorkshire Sculpture Park, 22 July - 25 November 1990.

**Bibliography**

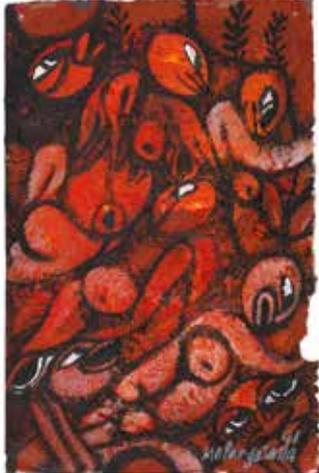
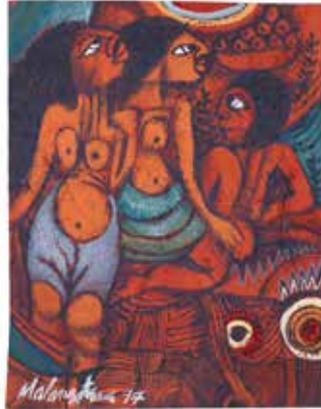
R. Attenborough, 'Introduction' in *Richard Attenborough's Cry Freedom: A Pictorial Record*, (London, 1987).

O. Sultan, *Life in Stone*, (Harare, 1992).

R. Wilkenson, 'Romancing the stone : a renaissance for Zimbabwe's Shona sculpture' in *Newsweek*, (New York, 14 September 1987), p.80.

C. Winter-Irving, *Contemporary Stone Sculpture in Zimbabwe*, (Tortola, 1993), p.62.





21

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

A collection of eight works:

1. Exhausted Figures
  2. Female Figures
  3. Abstract I
  4. Abstract II
  5. Journey of a people
- all signed and dated 1991 - 1997  
oil on card  
25.5 x 18cm (10 1/16 x 7 1/16in) and smaller

Two drawings:

1. Sem Título (untitled)
  2. Embrace
- both signed and dated 1991-1997  
pen, charcoal and gouache on paper  
33 x 25cm (13 x 9 13/16in).

unframed (7)

Sem Título (Untitled)  
signed and dated 'Malangatana / 91' (lower right)  
oil on canvas  
65.5 x 41.5cm (25 13/16 x 16 5/16in).  
(8)

£4,000 - 6,000

€5,000 - 7,500

US\$5,700 - 8,500

22

**ATO DELAQUIS (GHANAIAN, BORN 1945)**

Beached Boats at the Cape Coast Castle  
signed 'ato delaquis' (lower left)  
oil on board  
118 x 39cm (46 7/16 x 15 3/8in).

£3,000 - 5,000

€3,700 - 6,200

US\$4,300 - 7,100

**Provenance**

Acquired from the artist, circa 1971.  
A private collection, UK.

23 W

**ATO DELAQUIS (GHANAIAN, BORN 1945)**

'Riders of the Black Volta'  
signed 'ato delaquis' (lower left); inscribed with artist's name and title  
(verso)  
acrylic on canvas  
45 x 144cm (17 11/16 x 56 11/16in).

£3,000 - 5,000

€3,700 - 6,200

US\$4,300 - 7,100



22



23



24

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

African woman

signed and dated 'BEN ENWONWU/ 1982' (lower left)

oil on canvas

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

£30,000 - 50,000

€37,000 - 62,000

US\$43,000 - 71,000



25 \*

**EL ANATSUI (GHANAIAN, BORN 1944)**

'Jesus Wept'

signed and dated 'ANATSUI '72' (to bottom rim); bears inscription

'Jesus Wept/ E Anatsui/ 1972/ Accra/ 1975' (to base)

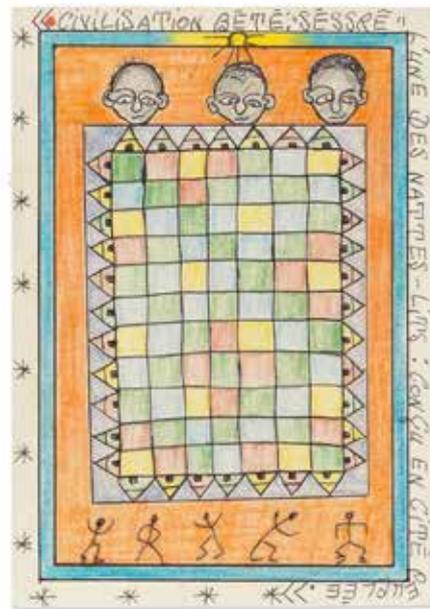
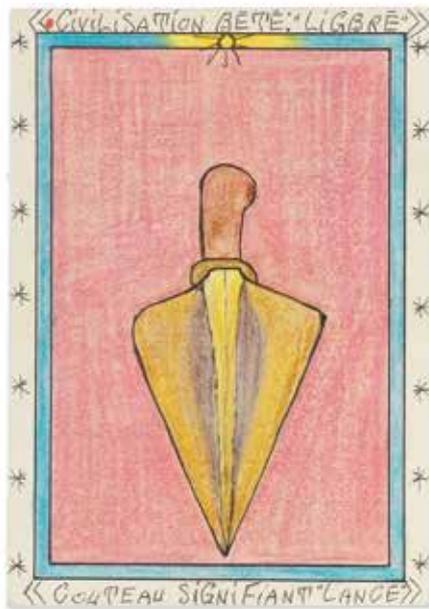
carved wood

70 x 21cm (27 9/16 x 8 1/4in).

£15,000 - 20,000

€19,000 - 25,000

US\$21,000 - 28,000



26  
**FRÉDÉRIC BRULY BOUABRÈ**  
**(ZÉPRÉGŪÉ, CÔTE D'IVOIRE 1923-2014)**  
 'Civilisation Bête':  
 1. 'Ligbre, Lance', dated '14-9-2007'  
 2. 'Sessre', dated '5-1-2010'  
 3. 'Tokohi', dated '10-1-2011'  
 4. 'Beute', dated '20-2-2006'  
 all signed 'FBBruly' (verso)  
 colour pencil and pen on card  
 23 x 16cm (9 1/16 x 6 5/16in) each (unframed).  
 (4)

£3,000 - 5,000  
 €3,700 - 6,200  
 US\$4,300 - 7,100

**Provenance**  
 Purchased from the artist by the current owner, Côte d'Ivoire, circa 2011.



27 \*

**PROF. UCHE OKEKE (NIGERIAN, 1933-2016)**

The Blessed Cyprian Michael Iwene Tansi (1903-1964)  
initialled and dated 'UO 89 (lower left); inscribed 'Father Tansi #76'  
(verso)

gouache on paper  
51 x 36cm (20 1/16 x 14 3/16in).

£4,000 - 6,000  
€5,000 - 7,500  
US\$5,700 - 8,500

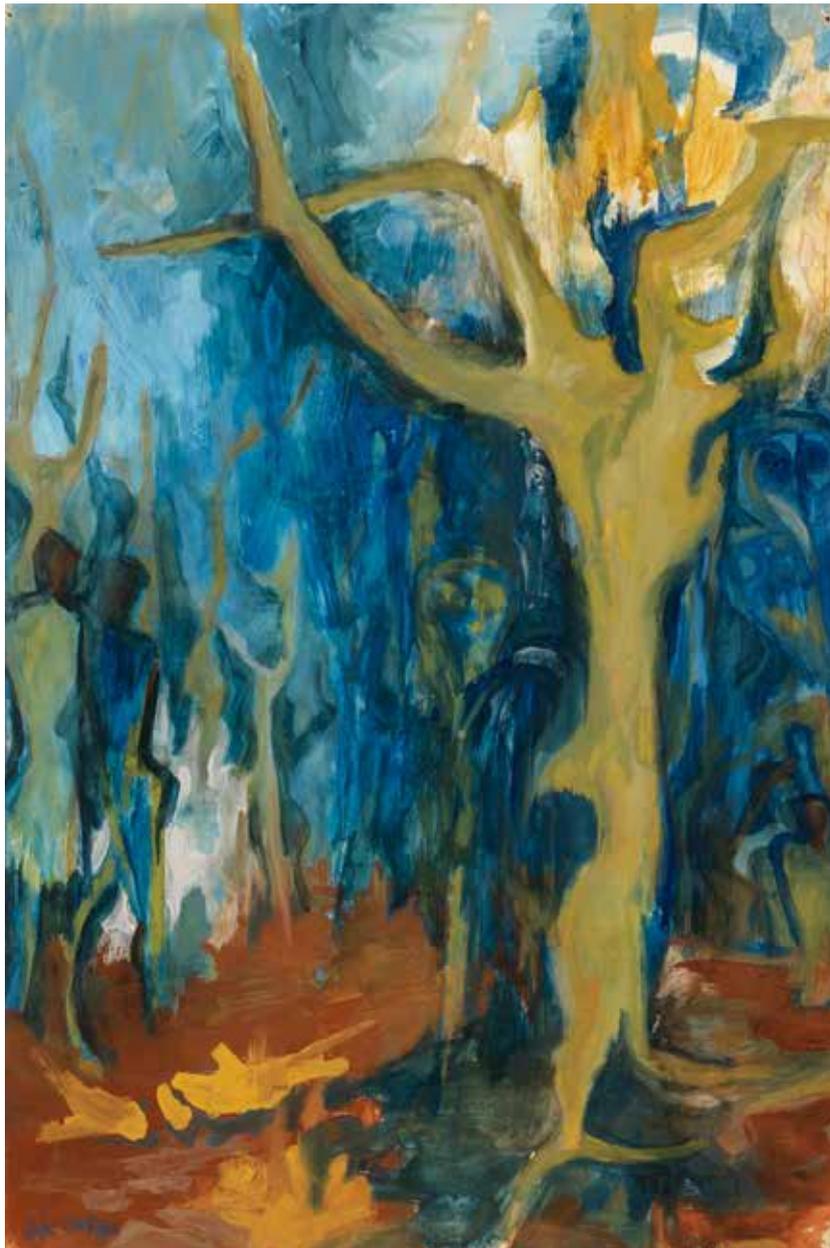
**Provenance**

Commissioned by the Holy Trinity Cathedral, Onitsha, Nigeria.  
A Private Collection.

Father Cyprian Tansi was a Nigerian monk who joined the monastic community at Mount Saint Bernard Abbey near Coalville, Leicestershire in 1950 where he devoted his life to prayer and sacrifice. Following his death he was buried in the monastery grounds, but in 1986 he was exhumed and returned to Nigeria.

It was at the welcoming ceremony for his remains at Onitsha Cathedral that Cyprian's miracle occurred. It is reported that a dying woman attended the ceremony and when the coffin was brought up the aisle of the cathedral she put out her hand and touched it and was instantly cured of her stomach cancer.

The process of Canonisation proceeded when Cyprian was beatified by Pope John Paul II in 1998.



28

**PROF. UCHE OKEKE  
(NIGERIAN, 1933-2016)**

'Anunu Ebe'

signed 'UCHE OKEKE/ 1965' (lower left), inscribed 'Anunu Ebe' on  
label affixed to old back board fragment

gouache on card

56 x 38cm (22 1/16 x 14 15/16in).

(unframed)

**£4,000 - 6,000**

**€5,000 - 7,500**

**US\$5,700 - 8,500**

The Anunu Ebe is a tree in which by repute no bird perches and no  
plant grows under its canopy. It has many strong medicinal properties  
and is revered in Nigerian mythology.



29 \*

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

Village children

signed and dated 'BEN ENWONWU 1964' (lower left)

oil on canvas

73.5 x 60cm (28 15/16 x 23 5/8in).

£20,000 - 30,000

€25,000 - 37,000

US\$28,000 - 43,000

**Provenance**

Acquired directly from the artist by the current owner.

30 \*

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

'Anyanwu' (1975)

bronze

93cm high (excluding base)

£70,000 - 100,000

€87,000 - 120,000

US\$99,000 - 140,000

**Provenance**

Christie's, London, 20th July 2005, lot 1216.

A private collection.

**Literature**

S. Ogbecchie, *Ben Enwonwu: The Making of an African Modernist*, (Rochester, 2008), another version illustrated fig.4.3 and fig.4.4.

B. Lawal, 'After an imaginary slumber: visual and verbal imagery of "awakening" in Africa', *Word & Image: A Journal of Verbal/Visual Enquiry*, (Volume 26 number 4, 2010), another version illustrated p.423.

O. Offoedu-Okeke, *Artists of Nigeria*, (Milan, 2012), another version illustrated p.57.

*Anyanwu* is one of the artist's most accomplished and recognisable works. The title *Anyanwu* ('eye of the sun'), refers to the Igbo practice of saluting the rising sun in honour of Chukwu, the Great Spirit.. The female figure is the powerful Igbo earth goddess Ani. For Enwonwu, the sculpture was a way of expressing his hopes for a nation on its way towards independence:

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

Enwonwu's depiction of the goddess, with her elongated body and stylised head, demonstrates his appreciation for Igbo artistic traditions, drawing on ancient wood carvings and Edo Queen Mother portraits. Enwonwu's father was a spiritual man, and had frequently carved images for the shrines at Onitsha. Memories of these shrines left an indelible mark on the young Benedict, and shaped his view that art and religion were inextricably linked. In Igbo tradition, sculptors were viewed as intermediaries between the human and spirit world. They worked in a trance-like state, inspired by intense surges of mental energy.

Enwonwu later claimed that he had entered such a state when he created *Anyanwu*. The sculpture's form came to him in a vision early one morning as he hovered between dreaming and wakefulness:

"A supple graceful female form arising out of the sun in a brilliant shower of light...she loomed towards him in a wide curvilinear arch... the classic Ethiopianized features of the face and the decorative horizontal slats of the lower torso that receded into the horizon, tapering off to a point..."

The circumstances surrounding *Anyanwu's* creation – Enwonwu's spiritual inspiration – connects him with the Igbo tradition of the artist as spirit medium. Often referred to as the 'father of African modernism', Enwonwu was greatly concerned with form and stylistic experimentation. However, unlike his European contemporaries, he was not motivated by the principle of 'art for art's sake'. By engaging with the traditions of his ancestors, Enwonwu invests *Anyanwu* with a more complex social meaning.

The first *Anyanwu* sculpture (1954-5), made for the National Museum, Lagos, received such acclaim that another was commissioned for the United Nations headquarters in New York (1966). The current lot is a smaller version, and likely dates to 1975. This version appears in several major public and private collections, often demonstrating a variety of patina, and small differences in the arms and length of the "chicken beak" coiffure.

**Bibliography**

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





31

31

**ABLADE GLOVER  
(GHANAIAN, BORN 1934)**

'Rumourings'  
signed and dated 'Glo/ 82' (upper left); inscribed  
'RUMOURINGS 1983' (to frame)  
oil on canvas  
76.5 x 61cm (30 1/8 x 24in).

£2,500 - 3,500  
€3,100 - 4,400  
US\$3,500 - 5,000



32

32

**ABLADE GLOVER  
(GHANAIAN, BORN 1934)**

Townscape  
signed and dated 'Glo/ 86' (lower left); inscribed  
'No.23/ Townscape' (verso)  
oil on canvas  
60.5 x 76cm (23 13/16 x 29 15/16in).

£3,000 - 5,000  
€3,700 - 6,200  
US\$4,300 - 7,100

33 \*

**BEN OSAGHAE  
(NIGERIAN, BORN 1962)**

'Arise o' compatriots'  
signed and dated 'Ben Osaghae 96' (lower right);  
inscribed with artist's name, title and date (verso)  
oil on canvas  
76.5 x 114cm (30 1/8 x 44 7/8in).

£3,000 - 5,000  
€3,700 - 6,200  
US\$4,300 - 7,100



33

34 WT

**BEN OSAGHAE  
(NIGERIAN, BORN 1962)**

Prison Feed (2011)  
signed 'Ben Osaghae/ 2010-2011' (lower right);  
inscribed with artist's name, title and date (verso)  
oil on canvas  
122 x 122cm (48 1/16 x 48 1/16in).

£3,000 - 5,000  
€3,700 - 6,200  
US\$4,300 - 7,100

**Provenance**

Purchased directly from the artist by the current  
owner, Lagos.



34



35 WT

**KOLADE OSHINOWO  
(NIGERIAN, BORN 1948)**

The Calabash Sellers

signed 'Oshinowo/ 74' (lower right); bears inscription 'OSHINOWO /  
JAN 1972' (verso)

oil on board

101.5 x 91cm (39 15/16 x 35 13/16in).

£7,000 - 10,000

€8,700 - 12,000

US\$9,900 - 14,000

**Provenance**

Acquired by the current owner in Lagos, 1970s.



36 WT

**KOLADE OSHINOWO**  
**(NIGERIAN, BORN 1948)**

'Christopher and Mustapha'

signed and dated 'Oshinowo/ -02-' (lower left); inscribed

'CHRISTOPHER AND MUSTAPHA' (verso)

acrylic on canvas

81 x 61cm (31 7/8 x 24in).

£4,000 - 6,000

€5,000 - 7,500

US\$5,700 - 8,500



37

37  
**BENEDICT CHUKWUKADIBIA ENWONWU M.B.E  
 (NIGERIAN, 1917-1994)**

Bust of Remi (1977)  
 plaque inscribed with artist's name, title and date (base)  
 resin cast  
 23 x 8 x 8cm (9 1/16 x 3 1/8 x 3 1/8in) including base

£3,000 - 5,000  
 €3,700 - 6,200  
 US\$4,300 - 7,100

**Provenance**  
 Purchased by the current owner in Lagos, 2000.



38

38 \*  
**BENEDICT CHUKWUKADIBIA ENWONWU M.B.E  
 (NIGERIAN, 1917-1994)**

Female spirit  
 signed, titled and dated 'Sketch/ Ben Enwonwu/ 1956' (lower left)  
 gouache on paper  
 47 x 27cm (18 1/2 x 10 5/8in).

£4,000 - 6,000  
 €5,000 - 7,500  
 US\$5,700 - 8,500

**Provenance**  
 In the collection of the artist, 1956-1958.  
 Purchased by the current owners in 1958, Lagos.

The present lot was purchased by the current owners at a charity auction in Lagos in 1958. When they went to collect the painting from the artist's studio in Ikoyi, Enwonwu revealed that the work was a preliminary sketch for a sculpture. It explores the motif of an emergent creature, half-woman, half-butterfly. The bronze was unveiled in Lagos in 1960.



39 WT

**ATO DELAQUIS (GHANAIAN, BORN 1945)**

'Hi-Life'

signed 'ato delaquis' (lower right); inscribed 'HI-LIFE' (verso)

oil on board

122 x 86cm (48 1/16 x 33 7/8in).

£6,000 - 9,000

€7,500 - 11,000

US\$8,500 - 13,000

**Provenance**

Acquired directly from the artist, March 1973.

A private collection.



40

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

The Widow  
signed 'Y GRILLO' (lower left)  
oil on canvas  
76 x 61.2cm (29 15/16 x 24 1/8in).

£20,000 - 30,000

€25,000 - 37,000

US\$28,000 - 43,000

**Provenance**

Acquired by the current owner in Lagos, 1970s.



41 \* WT

**ABIODUN OLAKU**  
**(NIGERIAN, BORN 1958)**

'Transfiguration (Owode)'

signed and dated 'OLAKU A.O. '15-'16' (lower left); inscribed with  
artist's name, title and date (verso)

oil on canvas

76 x 112cm (29 15/16 x 44 1/8in).

£7,000 - 10,000

€8,700 - 12,000

US\$9,900 - 14,000

42 \*

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

'Spirit of Ogolo'

signed, titled and dated 'SPIRIT OF OGOLO/ BEN ENWONWU 1988'

(lower left)

oil on canvas

140 x 195.5cm (55 1/8 x 76 15/16in).

£100,000 - 150,000

€120,000 - 190,000

US\$140,000 - 210,000

**Provenance**

Acquired directly from the artist by the current owner.

Ben Enwonwu's *Spirit of Ogolo* is the culmination of the artist's lifelong fascination with masking performers, and represents the most sustained interrogation of their iconic form by any modern African artist. The subject of masquerades emerged early in Enwonwu's art, and by 1949 images drawn from the Onitsha pantheon of masquerades were already appearing in his *Agboho Mmo* paintings. Over the next five decades, Enwonwu returned to the theme again and again, establishing a body of work that shows the steady development of his technical and conceptual skills.

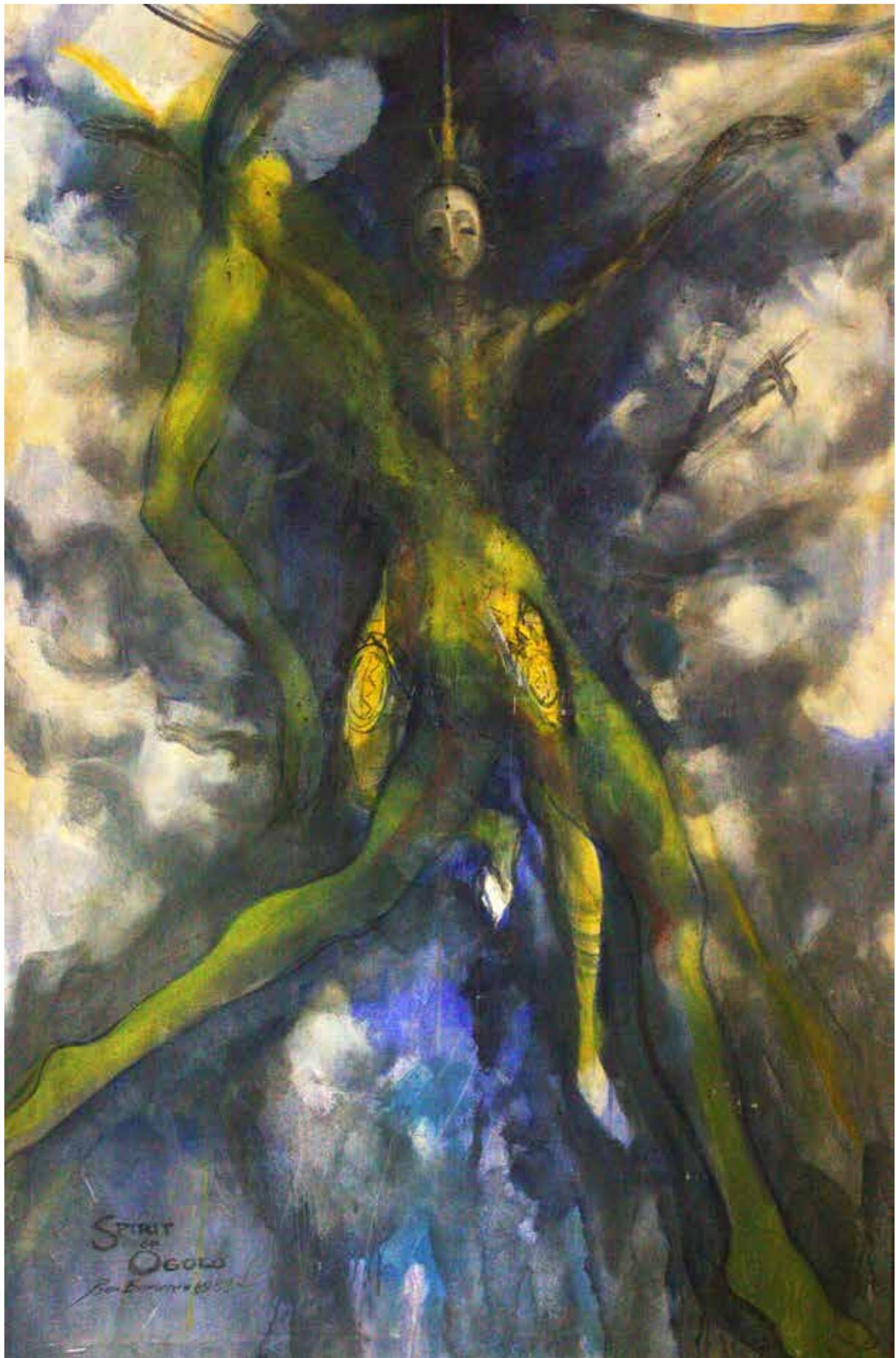
In his final years, Enwonwu worked almost exclusively with the subject of Ogolo, depicting the masking performers in a series of large canvases that captured their supernatural charge. These late paintings represent the high point of Enwonwu's mature style and are considered some of his best artworks.

*Spirit of Ogolo* depicts two central masquerades supported by ambiguous background imagery suggesting unformed or emergent figures. Enwonwu used this technique often to convey movement, which in the case of the *Ogolo* paintings, captured the vigorous dance and supernatural energy of the performers. There is an abstract quality to this painting; the brightly colored applique costume of Ogolo has been simplified to its basic yellow tone. The faces of the figures are not the conventional stark white, but are tinted blue and subsumed in the overall yellow color scheme, offset by the dark shades around the masquerade's body and bursts of light in the background. The mass of dark blue around the masquerades directs attention to the bright cerulean tints at the bottom of the canvas, which sets up a counterpoint to the blue-toned mask of the figure in front. Whilst many of his earlier paintings clearly demarcate the foreground and background, these Ogolo performers float in indeterminate space, seeming to emerge from a spiritual realm.

Enwonwu's late style inclines towards stylized abstract forms, but also reflects his formal education and interest in the history of painting. The central Ogolo converges with the figure in profile, their shapes and dimensions echoing Leonardo da Vinci's seminal sketch of the *Vitruvian Man*. The dynamic lines and ghostly forms in the background reference the aesthetics of Italian Futurism. *Spirit of Ogolo* also employs a unique structural symmetry developed by the artist in the last decade of his life. A bold line of yellow paint enhances the highlights in the central figure's mask and splits the canvas into two equal halves. However, this bilateral symmetry is tempered by the diagonal stance of the masking performers and the swirl of dark colors that surround them.

The masquerade motif was of great personal significance to Enwonwu, and his many variations on the theme register key moments of transformation in his art. The late burst of masquerade paintings Enwonwu produced between 1987 and his death in 1994 benefited from a concurrent sculptural exploration of the Ogolo theme. The artist described the painting of *Spirit of Ogolo* as a period of metamorphosis, an experience that would result in full artistic maturity. Enwonwu expresses the physical grace and acrobatic prowess of the masquerades like no other artist, celebrating on canvas a ritual still considered the pinnacle of beauty in Onitsha Igbo culture.

We would like to thank Sylvester Okwunodu Ogbechie, Ph.D, Professor in History of Art and Architecture at the University of California Santa Barbara, for his assistance in the cataloguing of this lot.





43

43 \*

**KAINEBI OSAHENYE (NIGERIAN, BORN 1964)**

'The Queue' (2007)

signed 'Osahenye Kainebe' (lower right);

inscribed with artist's name, title and date (verso)

oil and enamel on canvas

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

£3,000 - 5,000

€3,700 - 6,200

US\$4,300 - 7,100



44

44

**KAINEBI OSAHENYE (NIGERIAN, BORN 1964)**

'Dancing Spirit'

signed '931/ Osahenye Kainebe' (lower right);

inscribed with title (to stretcher verso)

oil on canvas

114 x 94cm (44 7/8 x 37in).

£3,000 - 5,000

€3,700 - 6,200

US\$4,300 - 7,100



45

45  
**AMOS ODION (NIGERIAN, BORN 1943)**

Head study  
carved wood  
67cm high

£3,000 - 5,000  
€3,700 - 6,200  
US\$4,300 - 7,100

**Provenance**

A private collection, Lagos.  
Acquired by the current owner in 1978, Brussels.



46

46  
**ERHABOR EMOKPAE (NIGERIAN, 1934-1984)**

Female figure  
carved wood  
57cm high

£4,000 - 6,000  
€5,000 - 7,500  
US\$5,700 - 8,500

**Provenance**

A private collection, Lagos.  
Acquired by the current owner in 1978, Brussels.



47 \*

**ABIODUN OLAKU (NIGERIAN, BORN 1958)**

Spirit of Enterprise (1993)

signed 'A. O. Olaku 1995' (lower right)

oil on canvas

78 x 96cm (30 11/16 x 37 13/16in).

£5,000 - 8,000

€6,200 - 10,000

US\$7,100 - 11,000



48 \*

**ABIODUN OLAKU (NIGERIAN, BORN 1958)**

The Prospectors  
signed 'A. O. Olaku 2015' (lower right); inscribed with artist's name  
and title (verso)  
oil on canvas  
*111.5 x 91cm (43 7/8 x 35 13/16in).*

£7,000 - 10,000

€8,700 - 12,000

US\$9,900 - 14,000



49 \*

**EL ANATSUI (GHANAIAN, BORN 1944)**

'Used towel'

signed and dated 'EL/ 99' (lower right piece 6); first piece inscribed

with title and each numbered (verso)

carved, incised and painted wood

81 x 250cm (31 7/8 x 98 7/16in).

in 25 pieces.

£50,000 - 80,000

€62,000 - 100,000

US\$71,000 - 110,000

El Anatsui began his artistic training at the College of Art, University of Science and Technology in Kumasi, where he was given a grounding in Western art traditions and practices. 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.

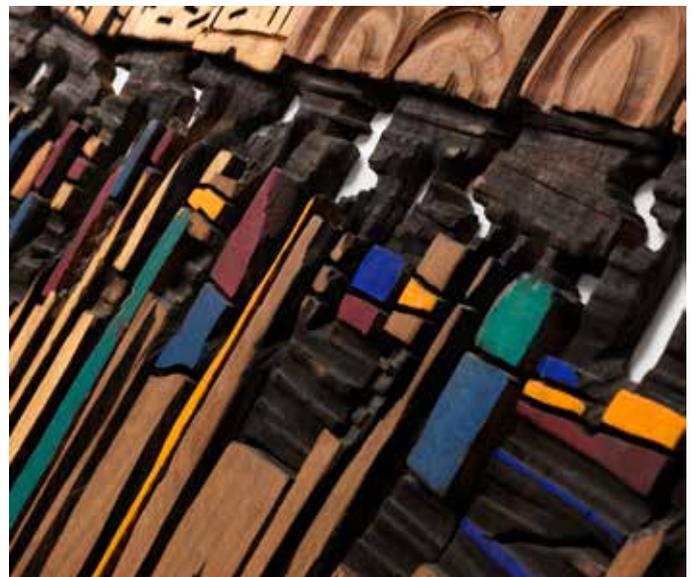
El Anatsui began to incorporate elements from these crafts into his own work, forging a distinctly Ghanaian aesthetic. *Used Towel* employs colours and symbols traditionally used for Asante Adinkra cloth.

The age-old Adinkra patterns are counter-posed by modern construction techniques. The planks of wood have been cut with a chainsaw and blackened with an acetylene torch. For the artist, the tearing of the saw through wood functioned as "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).

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





50

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

The Road to Sokoto  
signed and dated 'BEN ENWONWU/ 1974' (lower right)  
oil on board  
52 x 70cm (20 1/2 x 27 9/16in).

£12,000 - 18,000

€15,000 - 22,000

US\$17,000 - 26,000

**Provenance**

Acquired from the artist, circa 1975.  
Purchased from Bonhams, Chelsea, 13 September 2000, lot 71.  
A private collection.  
Purchased at the October Gallery, London, 2005.  
A private collection, Nigeria.

**Literature**

Bonhams sale catalogue, *Modern and Contemporary African Art*, 13  
September 2000. Lot 71, illustrated p.16.



51 \*

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

Bird Dance (1986)

ebony

119 x 16 x 25cm (46 7/8 x 6 5/16 x 9 13/16in) (excluding base).

£30,000 - 50,000

€37,000 - 62,000

US\$43,000 - 71,000

## LOTS 52 – 56 ARE FROM THE COLLECTION OF THE LATE LADY DOROTHEA LOUISE, VISCOUNTESS HEAD

52

### LADY DOROTHEA LOUISE, VISCOUNTESS HEAD (BRITISH, 1907-1987)

Portrait of Sir Abubakar Tafawa Balewa KBE (1912-1966) initialled and dated 'DLH 62' (lower right) oil on canvas  
71 x 61cm (27 15/16 x 24in).

£8,000 - 12,000

€10,000 - 15,000

US\$11,000 - 17,000

#### Provenance

The collection of the artist.

By direct descent to the current owner.

The appearance of this work at auction presents a unique opportunity. It is perhaps the only contemporary portrait of Nigerian Prime Minister Sir Abubakar Tafawa Balewa (1912-1966) to exist. Balewa occupies a singularly important position in modern Nigerian history, as the prime minister that ushered in Nigeria's independence in 1960.

Lady Dorothea Louise Ashley Cooper (1907-1987), daughter of the ninth Earl of Shaftsbury, married Viscount Head in 1935. The couple arrived in Lagos the year of Nigeria's independence, when Lord Head was appointed first high-commissioner. The Heads soon established close friendships with Balewa and other prominent government figures, and were well-liked in intellectual circles for their wit and charm. Lady Head was a proficient portrait painter, and given her close relationship with the Prime Minister it is no surprise that he became one of her subjects. The current work, dated 1962, was completed mid-way through the Head's three year tenure in Nigeria, a period that was considered a successful diplomatic mission.

Born in the Northern province of Bauchi, Nigeria, Balewa qualified as a teacher in 1932 from the 'Eton' of Northern Nigeria, Barewa College (formerly Katsina College). Three other heads of state matriculated through the school, including Shehu Shagari and Umaru Musa Yar'Adua.

In Bauchi, Balewa was selected to study in the United Kingdom, at the University of London's Institute of Education (1944-1946). On his return, he took up his first government position as a school inspector for the colonial administration. He was soon elected to the Northern House Assembly and then the Legislative Assembly in 1947.

One of the most defining political relationships of Abubakar's career was with Alhaji Ahmadu Bello, the Sardauna of Sokoto (also painted by Lady Head, lot 53). Together they formed the Northern People's Congress (NPC), and achieved their first political success in the 1951 election. As a result Abubakar entered central government in Lagos in 1952, becoming Minister of Works.

Balewa and Bello determined to revolutionize the Nigerian constitution, centralizing the management of local services to counter efforts by the western Action Group (AG) for self-governance. The new federal constitution was established in 1954, and Abubakar was elected as one of three Northern members as well as Minister for transport.

Balewa 'cautioned administrators and inexperienced legislators' that 'a unitary Nigeria could never be moulded to the forms envisaged by south-western and south-eastern political parties stemming from minority tribal roots'. Although he was a supporter of Northern rights, Balewa advocated a unified Nigeria governed by people with the same vision.

A 'tribal' mentality in politics had been fostered in Nigeria until 1954. Traditionally political power had been split between each distinctive region, allowing some political freedom for each province. This posed difficulties for Balewa when he attempted to centralise the system following independence. Regional factionalism would be the toughest challenge of his future presidency.

The NPC elections were also held in 1954. While Balewa was a popular candidate, the powerful Emirs and aristocrats of the North voted in Ahmadu Bello as president, and Balewa his vice.

In 1957, Balewa was elected Chief Minister and formed a coalition between the NPC and the National Council of Nigeria and the Cameroons (NCNC), who were led by Nnamdi Azikiwe. As a result, Balewa was invited to form a government, becoming Nigeria's first prime minister. A coalition of all leading parties, Balewa's government prepared the country for independence, investing heavily in infrastructure and local public services, and increasing the focus on oil exports.

However a contentious paradox remained: the prime minister was only his own political party's deputy. Opinion is divided on the extent of Bello's influence over Balewa. However, it has generally been acknowledged that the Sardauna continued to be promoted in the North to bolster the region's position in the Muslim world, rather than to destabilise relations with the South.

Balewa's achievements whilst in office are unparalleled with regards to foreign relations and his commitment to a unified Nigeria. He was instrumental in negotiating peace between Moise Tshombe and the Congolese authorities during the Congo Crisis (1960-1964). Throughout his tenure he continually defended Nigeria's interests at the United Nations, the Commonwealth and the Organization of African Unity. His government was responsible for creating the first Foreign Affairs and Commonwealth Relations department in 1961.

Balewa also vocally protested against the Sharpeville Massacre of 1960 in South Africa when 69 people were killed by police. In the same year, he was knighted by Queen Elizabeth II, and made a Knight Commander of the Order of the British Empire. The University of Sheffield awarded him with an honorary doctorate in May 1960.

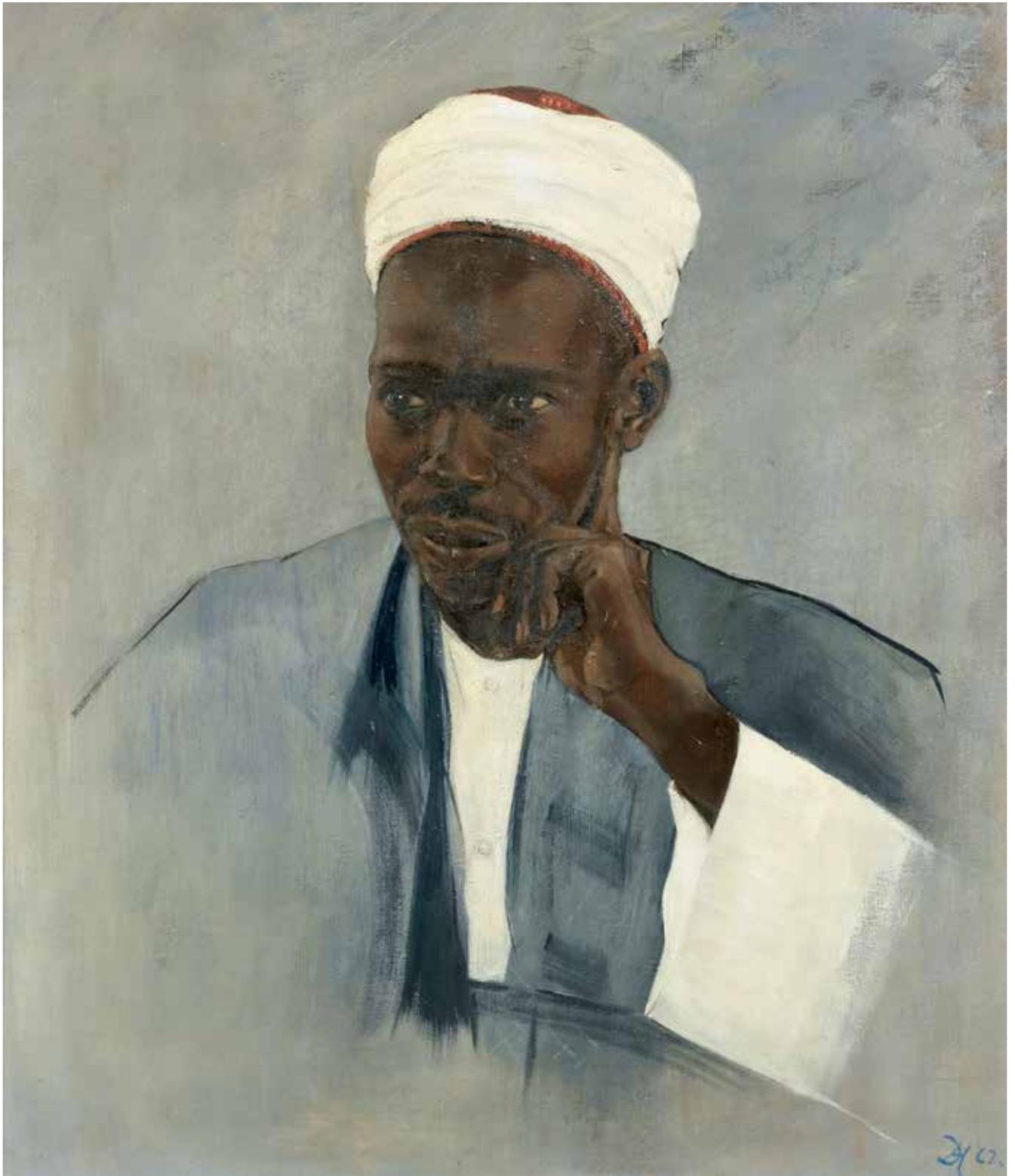
However, domestic problems soon threatened. As the Sardauna courted the Muslim population in the north, southern Nigerians became fearful of cultural and financial domination. Conflict in the Western region in 1962 led to a suspension of the government's constitution and accompanying treason charges. Balewa's re-election in 1964 was marred by the boycott of the NCNC, and eventually led to a stalemate with the NPC.

Balewa was overthrown and assassinated in January 1966 by insurgent soldiers; the case remains unresolved. Violence continued after his death with a counter-coup and riots in July the same year. His obituary described him as "calm and dignified where other politicians were flamboyant and florid" (*The Times*, 24 Jan 1966).

Abubakar never sought to be prime minister: astute and with good judgement, the 'silver-voiced lion of the north' was a committed patriot of a new country that was teetering on the edge of schism. He was survived by four permanent wives and eighteen children. Appointed OBE in 1952, CBE in 1955, Abubakar was knighted in 1960 and was sworn of the Privy Council in 1961. He was buried on 22 January 1966 in Bauchi.

#### Bibliography

A.T. Clark, 'Tafawa Abubakar', Sir Abubakar (1912-1966), Prime Minister of Nigeria', in *Oxford Dictionary of National Biography*, (Oxford University Press, 2004) online edition, May 2008 (<http://www.oxforddnb.com/view/article/36403>) accessed 24 Feb 2016.  
J. Colville, 'Head, Antony Henry, first Viscount Head (1906-1983)', in *Oxford Dictionary of National Biography*, (Oxford University Press, 2004) online edition, May 2008 (<http://www.oxforddnb.com/view/article/31214>) accessed 24 Feb 2016.



**LADY DOROTHEA LOUISE, VISCOUNTESS HEAD  
(BRITISH, 1907-1987)**

Portrait of Sir Ahmadu Bello KBE, Sardauna of Sokoto (1910-1966)  
initialled and dated 'DLH 63' (lower right)  
oil on canvas  
71.5 x 61.5cm (28 1/8 x 24 3/16in).

£8,000 - 12,000

€10,000 - 15,000

US\$11,000 - 17,000

**Provenance**

The collection of the artist.

By direct descent to the current owner.

The portrait depicts Sir Ahmadu Bello KBE (1910-1966), the Sardauna of Sokoto (1910-1966) and first premier of Northern Nigeria. Alongside fellow politician, Abubakar Tafawa Balewa, Bello played a key role in protecting Northern Nigerians' rights in the years prior to independence.

He was born at Rabah to the district chief, Ibrahim Rabah. His grandfather, Abubakar Atiku, had been the seventh Sultan of Sokoto. Although awarded many titles over the course of his career, Ahmadu Bello preferred to be addressed as the 'Sardauna' (a traditional Fulani title meaning 'captain of the royal bodyguard').

Ahmadu was educated at the Sokoto provincial school before being sent to the Katsina Training College in 1926. Upon graduation in 1931, Ahmadu took up a teaching post at Sokoto Middle School. In 1938, he was promoted from district head of Rabah to supervisor in the boom town of Gusau. Here he became involved in the war effort, purchasing grain, recruiting and organising patrols on the frontier with Dahomey.

Up to this point, the Sardauna had received no formal training in government administration. It was only in 1948 that he travelled to England on a British Council study tour of local government. When he returned to Nigeria in 1949, he was elected leader of the Northern People's Congress (NPC). Under the federal constitution of 1954, he became premier of the Northern Region. In an effort to prepare local officials for independent government, he 'northernized' the regional bureaucracy, providing them with first-hand experience of civil service. However, this policy did not endear the Sardauna to the South, who feared the prospect of a politically and economically dominant North.

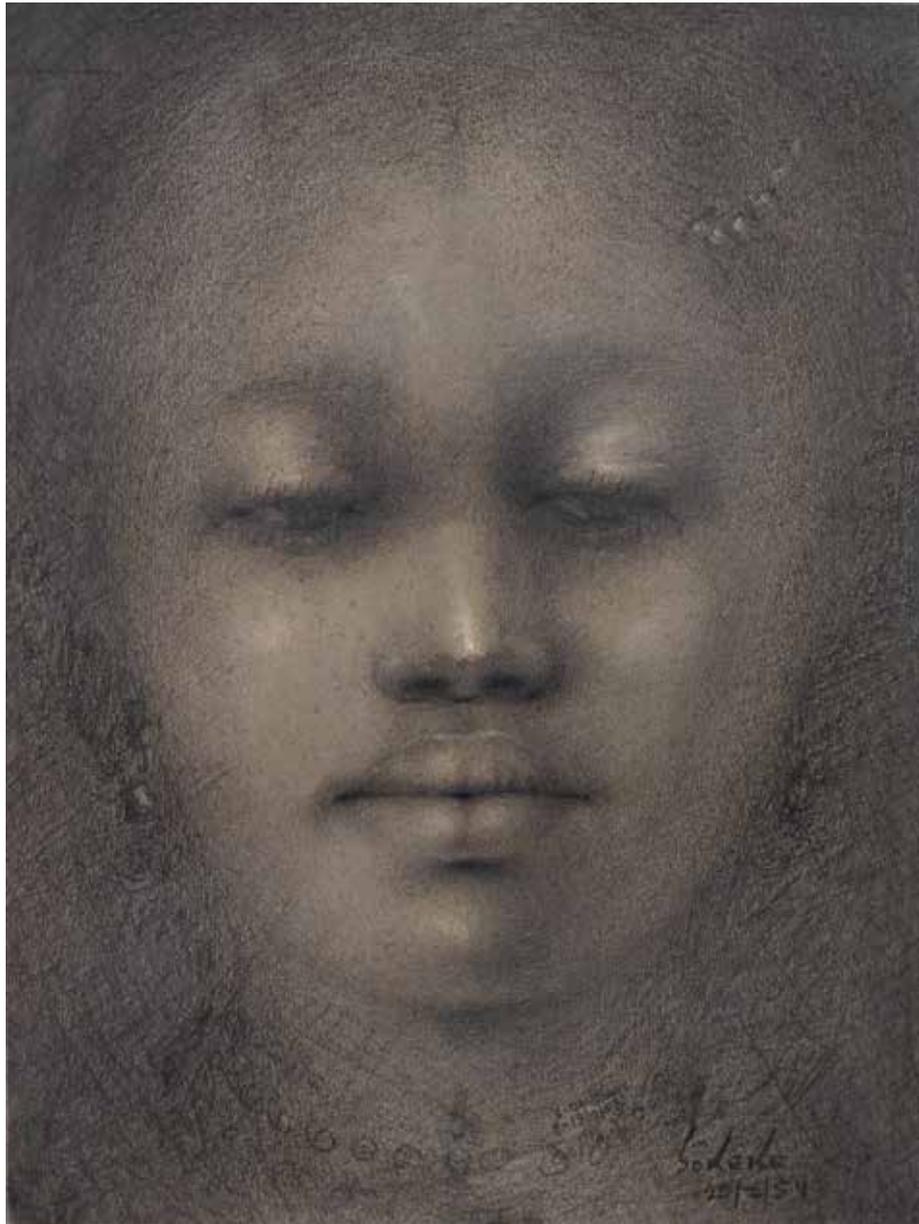
The Sardauna remained premier of the Northern Region following Nigeria's independence in 1960 and became the founding chancellor of Ahmadu Bello University. Despite these achievements, hostility towards Bello continued to grow in the Southern regions. A politically turbulent period was followed by a military coup in 1966, in which he and his senior wife, Hafsatu, were murdered. For many in the South, his assassination was celebrated as the end of threatening Northern encroachment. However, his role in helping to bring about an independent and unified Nigeria was recognized in 1968, when he was posthumously awarded the title of Grand Commander of the Federal Republic of Nigeria. His profile adorns the two hundred Naira note to this day.

Portraits of Ahmadu Bello are very rare. The very existence of this portrait demonstrates the great affection and respect Bello felt for the artist, Lady Head. After arriving in Lagos in 1960, the British couple soon integrated themselves in the city's intellectual and artistic circles. Lady Head volunteered her services to both the Red Cross and the order of St John of Jerusalem. When her husband's three year tenure as high commissioner terminated in 1963, the couple returned to England and settled at Throope Manor, Bishopstone, where they lived until their death.

**Bibliography**

*Oxford Dictionary of National Biography*. <http://www.oxforddnb.com/view/article/30698>





54

**SIMON OKEKE (NIGERIAN, 1937-1969)**

Head Study

signed 'SMOKEKE/ 20/2/59' (lower right)

pencil and pastel

30 x 22.5cm (11 13/16 x 8 7/8in).

£7,000 - 10,000

€8,700 - 12,000

US\$9,900 - 14,000

**Provenance**

Acquired from the artist by Lady Dorothy Louise, Viscountess Head  
(1907-1997).

By direct descent to the current owner.



55

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

Drummers and Dancers

signed 'Grillo/ 64(?)' (lower left); inscribed 'GRILLO' (verso)

oil on board

74.5 x 99cm (29 5/16 x 39in).

£25,000 - 35,000

€31,000 - 44,000

US\$35,000 - 50,000

**Provenance**

Acquired from the artist by Lady Dorothy Louise, Viscountess Head (1907-1997).

By direct descent to the current owner.

56

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

The village of Samaru, near Zaria  
bears label 'Zaria/ Y.A.Grillo/' (verso)  
oil on board  
69 x 100cm (27 3/16 x 39 3/8in).

**£20,000 - 30,000**

**€25,000 - 37,000**

**US\$28,000 - 43,000**

**Provenance**

Acquired from the artist by Lady Dorothy Louise, Viscountess Head (1907-1997).

By direct descent to the current owner.

Founded in the early 16th century, the city of Zaria in Kaduna state, north-central Nigeria, was named after Queen Zaria of the Hausa state of Zazzau. The original walled town still stands today, inhabited by a majority Hausa and Fulani population. The bustling markets uphold the area's reputation as a focal point for trade. Historically, the city's chief export was cotton; weaving and dyeing being the traditional crafts of its Hausa and Gbari inhabitants. In recent years, furniture manufacture, cloth-printing and basket making have also become associated with the region.

Zaria has long been considered Northern Nigeria's centre for learning. Ahmadu Bello University was established at Samaru in 1962. It is also home to Katsina College of Arts, Science and Technology. The Nigerian College of Arts, Science and Technology gave birth to the Zaria Art Society in 1958. As the nation approached independence, a group of young artists were determined to free Nigeria's art scene from the overbearing influence of the West. They wished to establish a new national style, based on the theory of Natural Synthesis, whereby traditional Nigerian art forms were fused with the principles of European modernism.

Yusuf Grillo was a founding member of the Zaria Art Society, and most likely painted this view of Samaru whilst studying at the College.

**Bibliography**

J.Buhari, 'Structure, Serenity and Illumination in the Works of Yusuf Grillo', in P. Dike & P. Oyelola, ed. *Master of Masters, Yusuf Grillo: His Life and Works*, (2006) p.107.



57 \*

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

Ogolo

signed and dated 'BEN ENWONWU/ 1988' (lower right); bears inscription 'B. ENWONWU/ 4.4.90/ PROPERTY OF ACORN TRUST' (verso), and 'Assomption Ewe' (to stretcher)

oil on canvas

73 x 53cm (28 3/4 x 20 7/8in).

£40,000 - 60,000

€50,000 - 75,000

US\$57,000 - 85,000

**Provenance**

Purchased by the current owner at Nimbus Galleries, Lagos in 2000.

The theme of Onitsha-Igbo masquerades first appeared in Enwonwu's work in the late 1940s, with his *Agboho Mmo* series. These paintings drew from the mmonwu pantheon, which included the figures of the Agbogho Mmuo (maiden spirit), the Nne Mmuo (spirit mother), and the Ogolo (male spirit). Traditionally these masquerades were performed by masked dancers to the accompaniment of drumming. The figure of Ogolo was characterized by his applique yellow and red costume overlaid with black uli lines, coral beads and brass flanges. Enwonwu had first-hand experience of these masquerades, having spent his childhood in Onitsha. He was captivated by the supra-natural energy of these performances and the trace-induced movements of the dancers. He would spend the rest of his artistic career trying to capture these movements on canvas.

Enwonwu's exploration of the masquerade theme was largely inspired by the philosophy of Negritude as espoused by African nationalists such as Léopold Sédar Senghor. Incorporating motifs from traditional Igbo rituals was a way for the artist to assert the cultural merit of his birthplace. He expressed the symbolic importance of the theme thus:

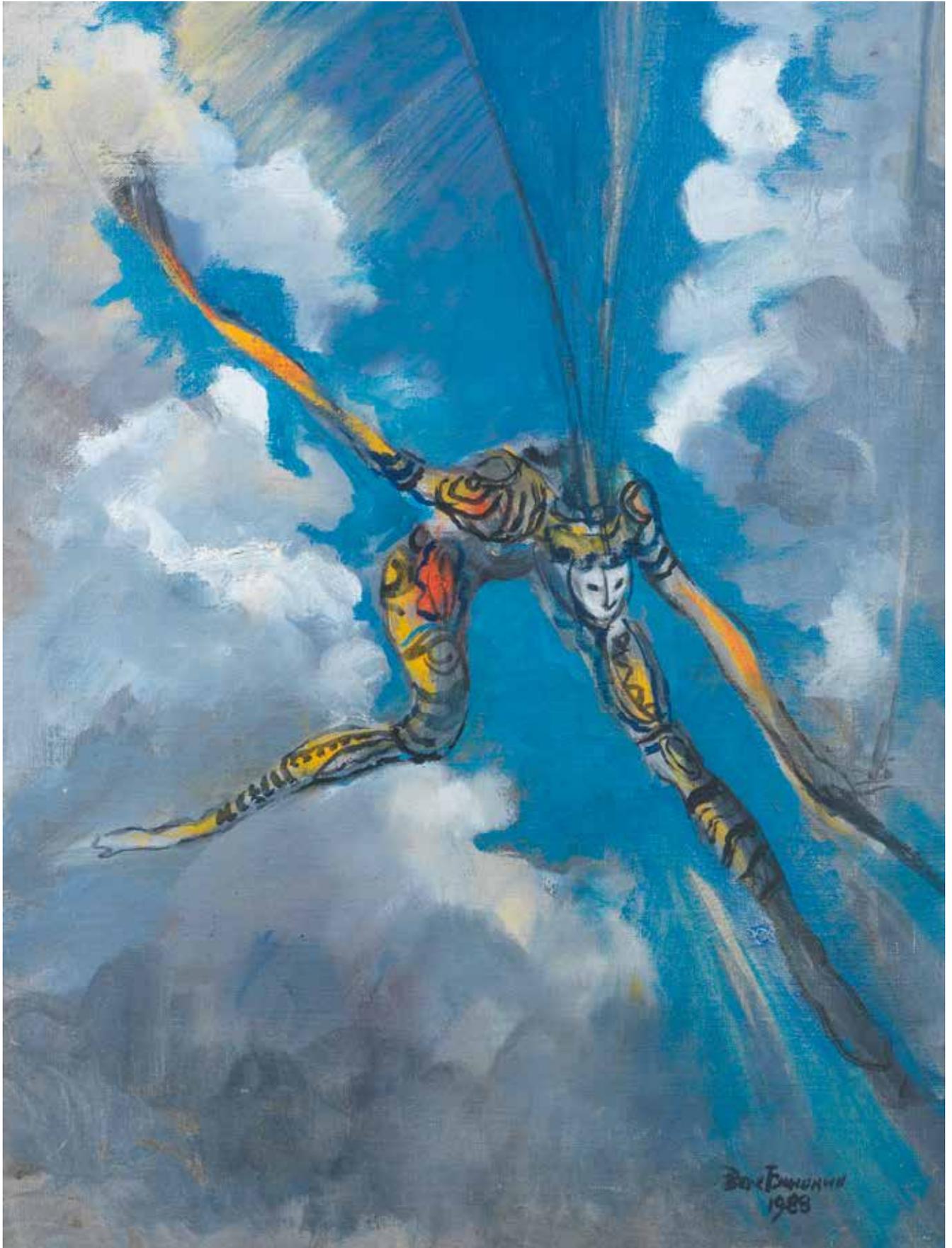
"The subject of masquerade is African. The dance is African. I am using the technical Western rendering to bring out its colour, its tonal values. Its vibrancy, and its universal appeal."

During the 1950s, Enwonwu immersed himself in the cultural life of Onitsha, regularly attending Out Odu ceremonies, Yoruba Obitan and Olokun dances, Akpali and Agbogho Mmuo performances. The visual beauty of these performances inspired the artist to revisit the masquerade motif in a series of dynamic paintings. He became increasingly preoccupied with the theme in the final years of his life. The current lot, depicting an Ogolo ascending, is an example of this late work.

The lithe figure of Ogolo epitomises the Igbo ideal of masculine beauty; his acrobatic prowess is indicative of virility. The vertical rectangular format of the painting suggests an upward movement that echoes the performer's dance. It is telling that the artist was at work on a depiction of Ogolo when he died; the eternally energetic spirit counterbalancing his own physical frailty.

**Bibliography**

N. Nzegwu, 'Representational Axis: A Cultural Realignment of Enwonwu', *Contemporary Textures: Multidimensionality in Nigerian Art*, ed. N. Nzegwu (New York, 1999) pp.163-178.  
S.O. Ogbegie, *Ben Enwonwu: The Making of an African Modernist*, (New York, 2008) pp.100-198.





58

58 \* WT

**FRANCIS UDUH (NIGERIAN, BORN 1963)**

Retrospective

signed and dated 'UDUH FIA '014' (to lower leg)  
carved wood

200 x 30 x 30cm (78 3/4 x 11 13/16 x 11 13/16in).

£4,000 - 6,000

€5,000 - 7,500

US\$5,700 - 8,500



59 \*

**ABLADE GLOVER (GHANAIAN, BORN 1934)**

The centre of town

signed and dated 'Glo/ 04' (lower right); inscribed  
with title (verso)

oil on canvas

101 x 101cm (39 3/4 x 39 3/4in).

£7,000 - 10,000

€8,700 - 12,000

US\$9,900 - 14,000

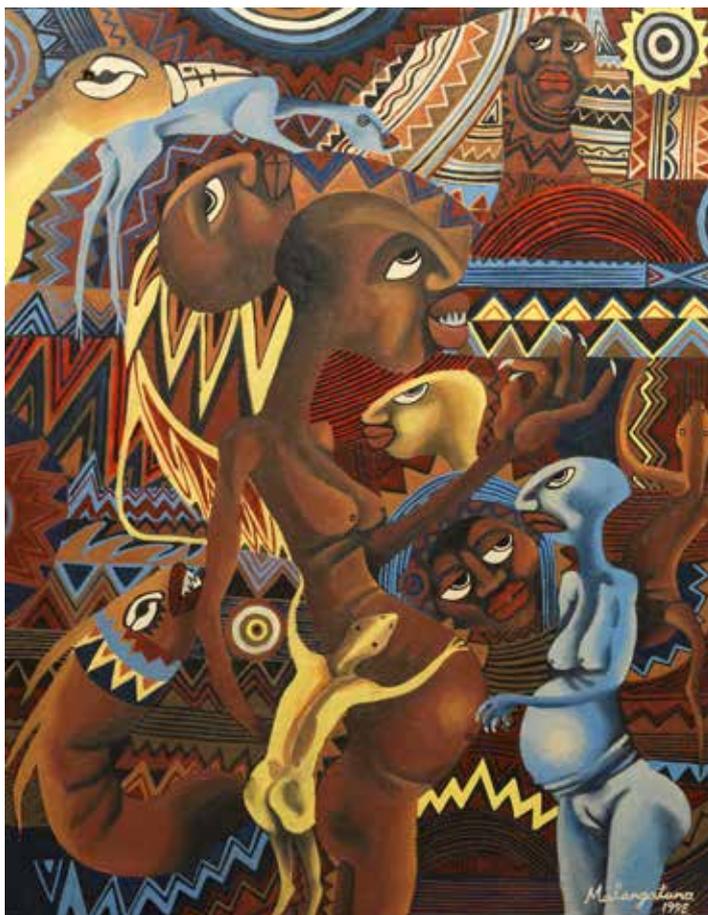
59

60 \*

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

Sans titulo  
signed and dated 'Malangatana/ 1998' (lower right)  
oil on board  
69 x 54cm (27 3/16 x 21 1/4in).

£4,000 - 6,000  
€5,000 - 7,500  
US\$5,700 - 8,500



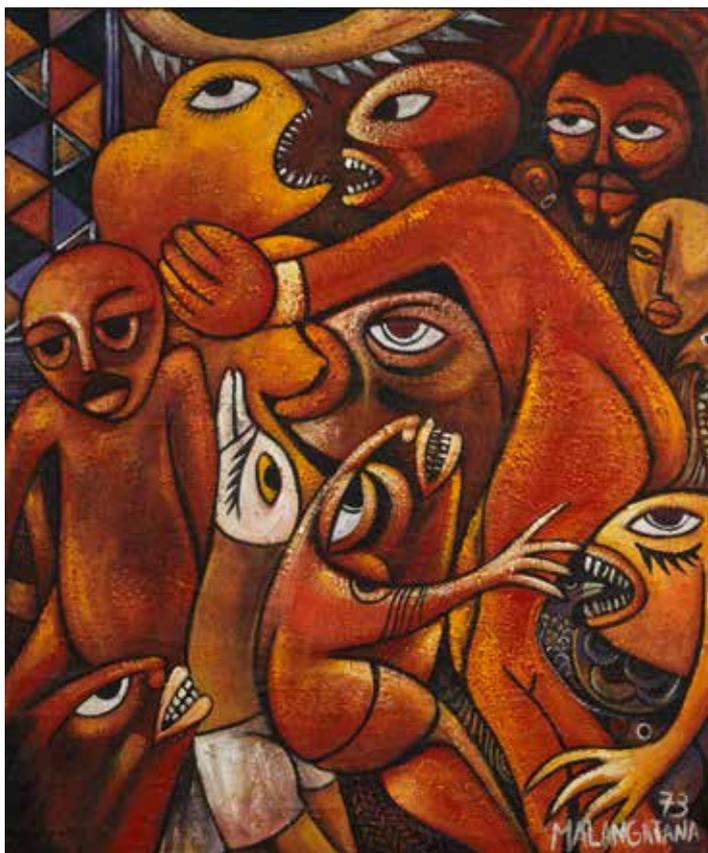
60

61 WT

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

Sans titulo  
signed and dated 'MALANGATANA/ 73' (lower right)  
acrylic on canvas  
118 x 98cm (46 7/16 x 38 9/16in).

£6,000 - 9,000  
€7,500 - 11,000  
US\$8,500 - 13,000



61



62 \* WT

**BERNARD MATEMERA (ZIMBABWEAN, 1946-2006)**

'Metamorphosis' (1989)

signed 'MATEMERA/ B' (underside of base)

brown serpentine sculpture

96 x 24 x 30cm (37 13/16 x 9 7/16 x 11 13/16in).

£4,000 - 6,000

€5,000 - 7,500

US\$5,700 - 8,500

**Provenance**

Acquired directly from the artist.

The collection of Mr Timothy Anderson until 2010.

A private collection, USA.

Previously in the collection of Mr Tim Anderson, a scholar of Shona art and co-author of several publications on the subject, including *New visions of stone/ stone sculpture in Zimbabwe* (2003).



63

**BRUCE ONOBRAKPEYA (NIGERIAN, BORN 1932)**

Four etchings:

1. 'Bathers II', 41 x 59cm (16 1/8 x 20 1/16in)
  2. 'Landscape with Trees (Yellow base)'(1/15), 75 x 60cm (29 1/2 x 23 5/8in)
  3. 'Jesus falls the first time' (3/50), 26.5 x 61cm (10 7/16 x 24in)
  4. 'Ugouwi Erhue' (1/8), 60 x 45cm (23 5/8 x 17 11/16in)
- all signed and some dated (lower right)

**DAVID DALE (NIGERIAN, BORN 1932)**

5. 'Leopard in the Cornfield II' (20/20)

signed 'David H Dale' (lower right) and inscribed with title and dated '1973' (lower left)  
 deep etching  
 30 x 56cm (11 13/16 x 22 1/16in).

all framed.  
 (5)

£3,000 - 5,000  
 €3,700 - 6,200  
 US\$4,300 - 7,100



64 \*

**KOLADE OSHINOWO (NIGERIAN, BORN 1948)**

Yoruba Drummers

signed and dated 'Oshinowo / 82' (lower right); inscribed 'Oshinowo / Drummers' (verso)

oil on canvas

52 x 38cm (20 1/2 x 14 15/16in).

£5,000 - 8,000

€6,200 - 10,000

US\$7,100 - 11,000



65 \*

**KOLADE OSHINOWO (NIGERIAN, BORN 1948)**

'Divine Intervention'

signed 'Oshinowo 86' (lower right)

oil on board

90 x 60cm (35 7/16 x 23 5/8in).

£5,000 - 8,000

€6,200 - 10,000

US\$7,100 - 11,000

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

‘Mother of Twins’

signed and dated ‘GRILLO/ 70’ (lower left); label inscribed with artist’s name, title, and date (verso)

oil on board

117 x 60cm (46 1/16 x 23 5/8in).

**£35,000 - 50,000****€44,000 - 62,000****US\$50,000 - 71,000**

The subjects of Grillo’s paintings are largely drawn from his experiences of daily life in Nigeria’s towns and markets. The figures who people these scenes are not individualised portraits; rather they are expressive of an idea, the “dignified simplicity” of the Nigerian people (Kojo Fossu, 1993 p.57).

Grillo’s pictures frequently depict women, and the theme of motherhood in particular. His father died in 1947 when he was aged only thirteen. His mother subsequently became the sole provider for the family, developing a successful trade in food products and textiles. This upbringing shaped his perceptions of women and their capacity for survival. The female figure in his work symbolizes resilience and fortitude as well as fertility and love.

Painted in 1970, *Mother of Twins* is an early example of the theme. It depicts a woman in profile holding her two babies. Grillo claimed the work was inspired by the sight of young mothers performing ritual dances to protect their offspring. In Yoruba culture, twins are thought to bring good luck and are held in high esteem. These dances were originally performed by poor mothers, who were seeking aid from their community. It has since become a tradition, and the rituals are practiced by wealthy and poor mothers alike.

The academic, Patricia Oyelola, has described a similar work by Grillo titled *Mother and Child* thus:

“(the painting) is a two-dimensional study of a theme often treated by Yoruba sculptors. Even though Grillo has chosen paint as his medium, references to sculpture are immediately apparent in his treatment of the mother’s face which is based on the form of a...mask...Grillo has softened and humanised the mask-like face of the mother...her eyes are cast down, focused on the child, the object of her care and affection. The affective relationship between mother and child is further reinforced by other features of the composition. If we follow the line of the mother’s shoulders and arms, the child’s head and left shoulder, we have an ovoid shape which encloses the child recalling the security of the child in the womb.” (‘The Image of the Woman in the Yoruba Art of the Twentieth Century’. *Nigeria Magazine*. Vol. 57, nos. 1 & 2, Jan-Jun, 1989).

The present lot conveys a similar impression. The rounded lines of the child’s body merge seamlessly into the mother’s robed form, emphasizing their deep connection. The woman’s expression is serene and reassuring. The palette of blues and purples lend the painting a harmonious and calming quality; the atmosphere is meditative, even spiritual.

Grillo’s aesthetic demonstrates his commitment to ‘Natural Synthesis’, a principle pioneered by the Zaria Art Society. This was a group of young artists determined to throw off the influence of Western artistic tradition, and forge a uniquely Nigerian aesthetic. Grillo looked to indigenous arts and crafts for inspiration, masks in particular. Fellow Zarian, Uche Okeke, described their mission thus:

“We must relate to our past, document it, analyse it and adapt it with much profit for the benefit of the present and the future generation. Our land and people, their myths, legends, flora and fauna, past and present occupations and preoccupations, religion, habits and technical products must be documented graphically and presented to the young and old alike.”

*Mother of Twins* reveals Grillo’s pioneering status, incorporating Yoruba concepts and traditional artistic idioms into a modernist framework. The elongated, angular forms of Yoruba carvings are echoed here in the lines of the mother’s robes, and the geometry of her profile.

**Bibliography**

S.O. Ikpakronyi, ‘Uche Okeke in The Growth of Modern Nigerian Art’, in P.C. Dike and P. Oyelola, *NKU DI NA MBA: Uche Okeke and Modern Nigerian Art*. (2003) p.79.





67

67

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

Stormy Day  
signed and dated 'BEN ENWONWU/ 1989' (lower left)  
oil on canvas  
60 x 91cm (23 5/8 x 35 13/16in).

£15,000 - 20,000  
€19,000 - 25,000  
US\$21,000 - 28,000

**Provenance**

Purchased by the current owner at Nimbus Galleries, Lagos in 2000.

68

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

'Africa Dances, Goddess'  
wood  
35 x 10 x 11cm (13 3/4 x 3 15/16 x 4 5/16in). (excluding base)

£12,000 - 18,000  
€15,000 - 22,000  
US\$17,000 - 26,000

**Provenance**

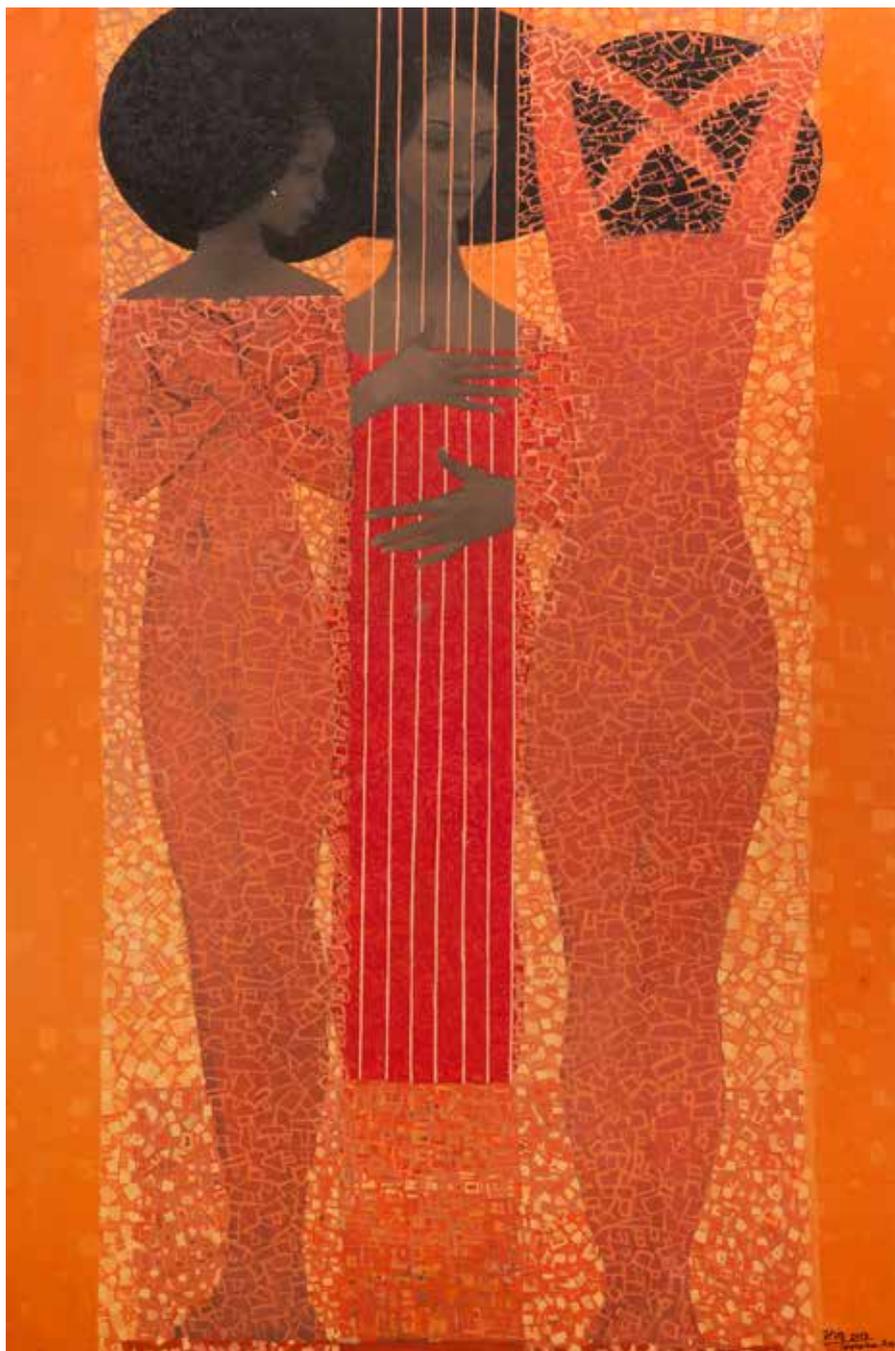
Arts Unlimited Gallery, London, November 1972.  
Private Collection, UK.

**Exhibited**

London, Art Unlimited Gallery, *Paintings and Sculptures by Ben Enwonwu*, 17 October - 10 November 1972, cat no. 33.



68



69 \*

**GETAHUN ASSEFA BALCHA (ETHIOPIAN, BORN 1967)**

'Arada, lady of song'

signed and dated 'Btuz 2013 / Getahun Assefa' (lower right)

oil on canvas

140 x 92cm (55 1/8 x 36 1/4in).

£3,000 - 5,000

€3,700 - 6,200

US\$4,300 - 7,100

**Provenance**

Acquired directly from the artist in 2013.

A private collection, USA.



70 \* WT

**KAINEBI OSAHENYE (NIGERIAN, BORN 1964)**

'The cry out'  
signed and dated 'Osahenye Kainebi/ 03' (lower left); inscribed with  
artist's name, title and date (verso)

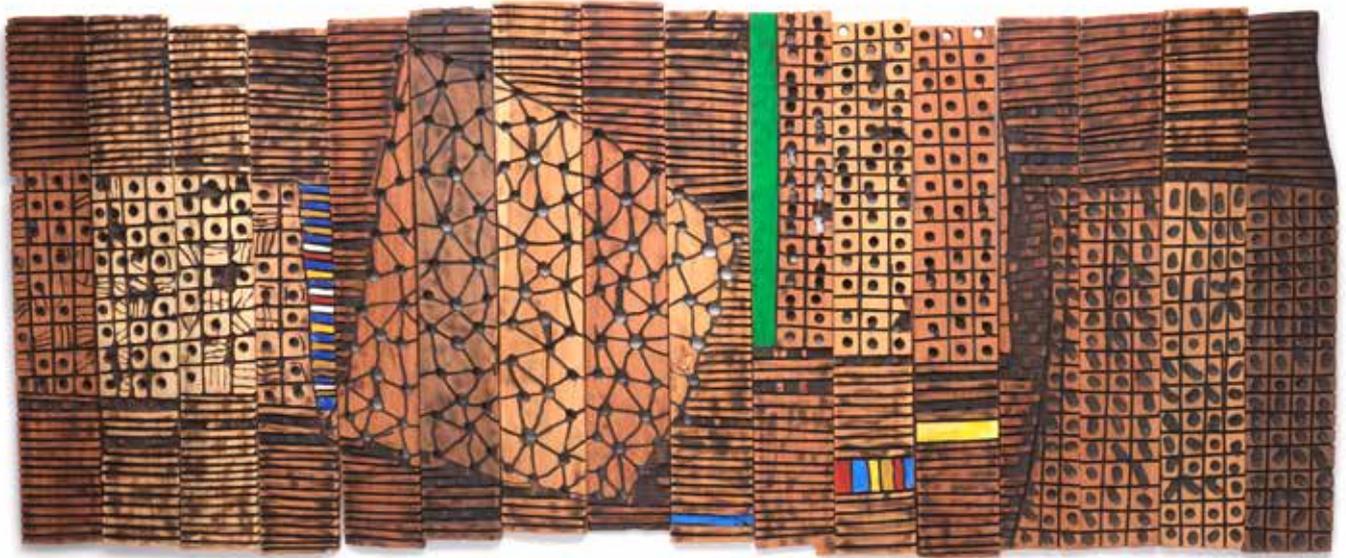
oil on canvas

153 x 127cm (60 1/4 x 50in).

£4,000 - 6,000

€5,000 - 7,500

US\$5,700 - 8,500



71 \*

**EL ANATSUI (GHANAIAN, BORN 1944)**

Untitled

signed and dated 'EL/ 05' (third plank from left)

incised and scorched wood

61 x 152cm (24 x 59 13/16in).

£30,000 - 50,000

€37,000 - 62,000

US\$43,000 - 71,000

**Provenance**

Acquired directly from the artist, 2005.

A private collection, USA.

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

Colonie Belge:

1. 'La Marche d'Esclaves', 47.5 x 71cm
2. 'La Marche d'Esclaves II', 39 x 73.5cm
3. 'Colonie Belge 1885-1959', 40 x 55cm
4. 'Colonie Belge II, Culture Obligatoire', 39.5 x 68cm
5. 'Colonie Belge 1941, Gouverneur Marron dans Martyrs de l'U.M.H.K a Lubumbashi', 44 x 71.5cm
6. 'La mort de Bodson tué par M'siri', 71.5 x 45cm
7. 'Le fils du Chef Katanga tué par M'siri l'ami de son père', 38.5 x 59.5cm
8. 'La tete historique de M'siri, Msiri fut coupe la tete', 46 x 72cm
9. 'La victoire de la force publique sur les Envahisseurs italiens du Kenya 1940-45', 38 x 60.5cm
10. '(Simon) Kimbangu', 39 x 76cm

all signed 'TSHIBUMBA/ K.M.', and inscribed with titles (to lower edge)

acrylic on canvas

(10)

£15,000 - 20,000

€19,000 - 25,000

US\$21,000 - 28,000

**Provenance**

Acquired directly from the artist by Mr Etienne Bol in the Republic of Zaire in the mid-1970s.

**Exhibited**

London, Sulger-Buel Lovell Gallery, *53 Echoes of Zaire: Popular Painting from Lubumbashi, DRC*, 2015. Cat. nos. 1, 2, 6, 7, 8, 9, 10, 11, 47, 48.

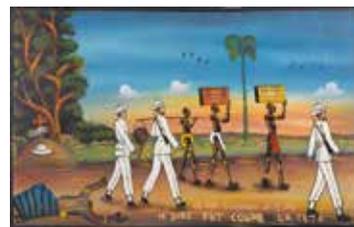
This group of paintings makes up the first part of Tshibumba Matulu's history series. It documents the early years of Belgian colonial rule. This became a common subject amongst the Congolese Popular Painters of the 1960s and 70s. The genre came to be known as *Colonie Belge*, and tends to emphasize the cruelty and oppression of the Belgian colonialists. Immaculately dressed in their white starched linen, the Belgian administrators look on whilst the native people perform forced labour in the fields. Another painting depicts an African policeman whipping a prisoner having been found guilty by the colonial court.

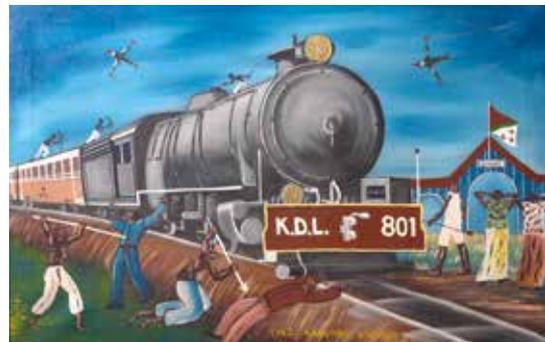
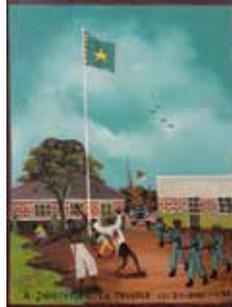
These brutal unadulterated scenes are rare in depicting the life in the Colonie Belge from the Congolese perspective. During the regime, any voices that opposed colonial rule were quickly silenced. Even after independence was granted to the nation in 1960, the European's sanitized version of events continued to be taught in Congolese schools. The Popular Painters sought to challenge this historical bias, giving a voice to the oppressed. The result is unsettling but profoundly moving. As Susan Hiller has commented:

"The 'Congo Belge' paintings convey powerful feelings that arouse empathy, horror and shame in the viewer, alongside admiration for the skill of the artists."

**Bibliography**

S. Diop, ed. *53 Echoes of Zaire: Popular Painting from Lubumbashi, DRC*, (2015) pp.7, 10.





73

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

Katanga crisis:

1. 'Debarquement des Soldats de la Force publique en 1960', 38 x 51cm
2. 'Manifestation des femmes katangaises, 44 x 71.5cm
3. 'Les refugies de 1960-1963 a Lumumbashi', 43 x 58.5cm
4. 'Le monstre de la cecession Katangaise', 40 x 53cm
5. 'A-Jadotville, le Trouble, les Balubakat et le Kat', 51 x 39cm
6. 'Chez Kasongo Nyembo', 45.5 x 70.5cm
7. 'Attaque de l'Union Miniere', 38.5 x 63cm
8. 'Kananga de 1960-1965', 38.5 x 63cm

all signed and titled (lower edge)  
acrylic on canvas

(8)

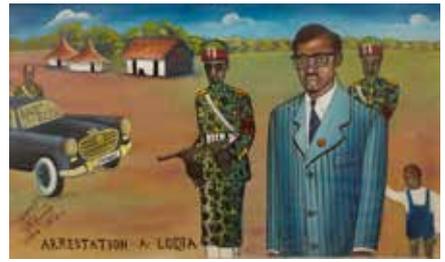
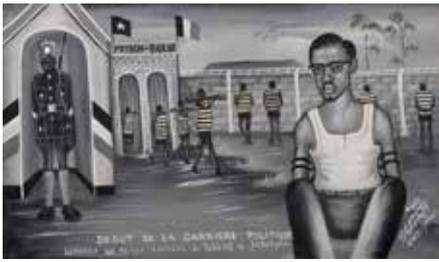
£12,000 - 18,000  
€15,000 - 22,000  
US\$17,000 - 26,000

**Provenance**

Acquired directly from the artist by Mr Etienne Bol in the Republic of Zaire in the mid-1970s.

**Exhibited**

London, Sulger-Buel Lovell Gallery, *53 Echoes of Zaire: Popular Painting from Lubumbashi, DRC*, 2015. Cat nos. 13, 18, 19, 20, 21, 22, 23, 24.



74

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

Lumumba:

1. 'Le 30 juin 1960, Zaire independant', 45.5 x 63cm
2. 'Conflit Kasavubu-Lumumba', 38 x 61cm
3. 'Arrestation a Lodja', 38.5 x 65.5cm
4. 'Calvaire d'Afrique', 38.5 x 72cm
5. 'Debut de la Carriere politique, Lumumba en Prison central de Buluo a Jadotville', 40 x 68cm
6. 'La Mort historique de Lumumba, Mpolo et Okito', 44.5 x 70.5
7. 'Tombeau sans Cercueil (quartier Luano Lubumbashi)', 37 x 58.5cm
8. 'Discours du 4 janvier 1959, Les Martyrs de l'indpendance', 38.5 x 72.5cm

all signed and titled (lower edge)  
acrylic on canvas

(8)

**£18,000 - 25,000**  
**€22,000 - 31,000**  
**US\$26,000 - 35,000**

**Provenance**

Acquired directly from the artist by Mr Etienne Bol in the Republic of Zaire in the mid-1970s.

**Exhibited**

London, Sulger-Buel Lovell Gallery, *53 Echoes of Zaire: Popular Painting from Lubumbashi, DRC*, 2015. Cat. 30, 32, 33, 35, 37, 38, 39, 40.

*Lumumba* is the fourth section of Matulu's narrative history series. It documents Zaire's struggle to achieve independence in the second half of the 1950s, focusing on the rise and fall of the pan-Africanist leader, Patrice Lumumba.

In 1960, Lumumba was elected Prime Minister of the newly independent Congo. His government collapsed after only ten weeks however, as the province of Katanga seceded with Belgian support. The army leader, Colonel Joseph Mobutu, successfully led a coup that resulted in Lumumba's arrest. He died soon after in mysterious circumstances.

Joseph Mobutu assumed leadership in 1965. He secured his authority using an iron fist; the military became an instrument of state oppression. The press was heavily censored and all political opposition banned. Determined to impress his mark on the nation, Mobutu changed the name of the country to Zaire in 1971 and nationalised many foreign-owned companies.

**Bibliography**

S. Diop, ed. *53 Echoes of Zaire: Popular Painting from Lubumbashi, DRC*, (2015) p.35.



75

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

Keeping power, demonstrations and legacy:

1. 'Manifestations des Etudiants a Lumbumbashi', 38 x 61cm
  2. 'Manifestations des Etudiants a Kinshasa', 38 x 60cm
  3. 'Une fois dans l'Histoire du Zaire (Martyrs de l'Economie)', 35.5 x 62.5cm
  4. 'Salongo Alinga Mosala', 40.5 x 73.5cm
  5. 'Discours le plus applaudi de l'ONU', 40 x 74cm
  6. 'Debacle des Acquereurs', 35.5 x 55cm
  7. 'Les mercenaires de Bukavu', 60 x 43.5cm
- all signed and titled (lower edge)  
acrylic on canvas

(7)

**£11,000 - 16,000**  
**€14,000 - 20,000**  
**US\$16,000 - 23,000**

**Provenance**

Acquired directly from the artist by Mr Etienne Bol in the Republic of Zaire in the mid-1970s.

**Exhibited**

London, Sulger-Buel Lovell Gallery, *53 Echoes of Zaire: Popular Painting from Lubumbashi, DRC*, 2015. Cat nos. 12, 41, 42, 43, 44, 45, 46.

76

**MID-TWENTIETH CENTURY CONGOLESE SCHOOL:**

1. Kalema, 'Congo Belge II', signed lower right, 52 x 69cm
  2. Kalema, 'Congo Belge', signed lower right, 50 x 65.5cm
  3. Kalema 'Retour de chasse', signed lower right, 47 x 60.5cm
  4. C. Mutombo 'Congo Belge', signed lower left, 47 x 91cm
  5. Kalema 'La marche', signed lower right, 45 x 65cm
  6. C. Matumbo 'Attaque de train', signed lower left, 47 x 77cm
  7. C. Mutombo 'L'usine de Gecamine, l'SHI', signed lower left, 48.5 x 87cm
  8. Kalema 'Attaque de train II', signed lower right, 47.5 x 67cm
  9. Ndaie 'O.N.U. contre Katangais, 1960', signed lower right, 48 x 72.5cm
  10. Kalema, 'Declaration de L'indépendance du Congo', signed lower right, 63.5 x 85cm
  11. Kalema, Untitled (Lumumba arrete), signed lower right, 44.5 x 60.5cm
  12. Kalema, Untitled, signed lower right, 49 x 65cm
  13. B. Ilunga, 'Attaque de la mine', signed lower left, 44 x 68.5cm
  14. Ndaie, 'Les Baluba du Kabondo Diamda 1960 a 65', signed lower right, 51 x 65cm
  15. Ndaie, 'Lumumba 1960', signed lower right, 47 x 64cm
  16. Kalema, Untitled, signed lower left, 58 x 45cm
  17. Kalema, 'GecaMines II', signed lower right, 47 x 69cm
  18. Kalema, 'Attaque de train III', signed lower right, 49 x 64.5cm
  19. B. Ilunga, 'Attaque de train', signed lower right, 43.5 x 61.5cm
  20. Kalema, Untitled, signed lower right, 47.5 x 59.5cm
- acrylic on canvas

(20)

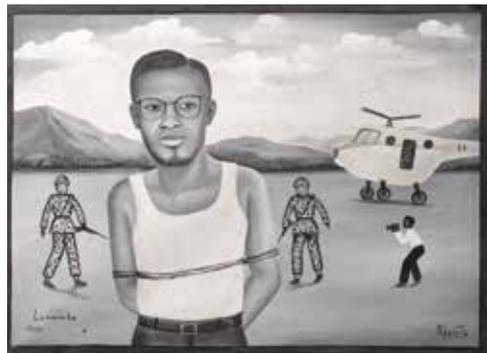
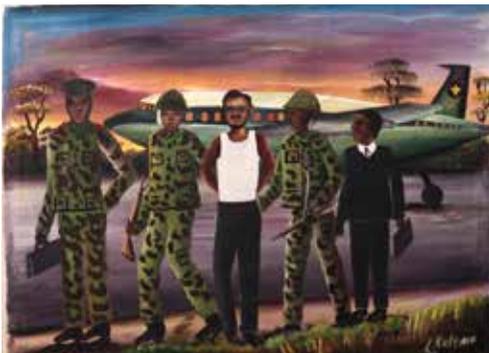
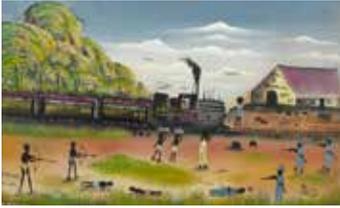
**£7,000 - 10,000**  
**€8,700 - 12,000**  
**US\$9,900 - 14,000**

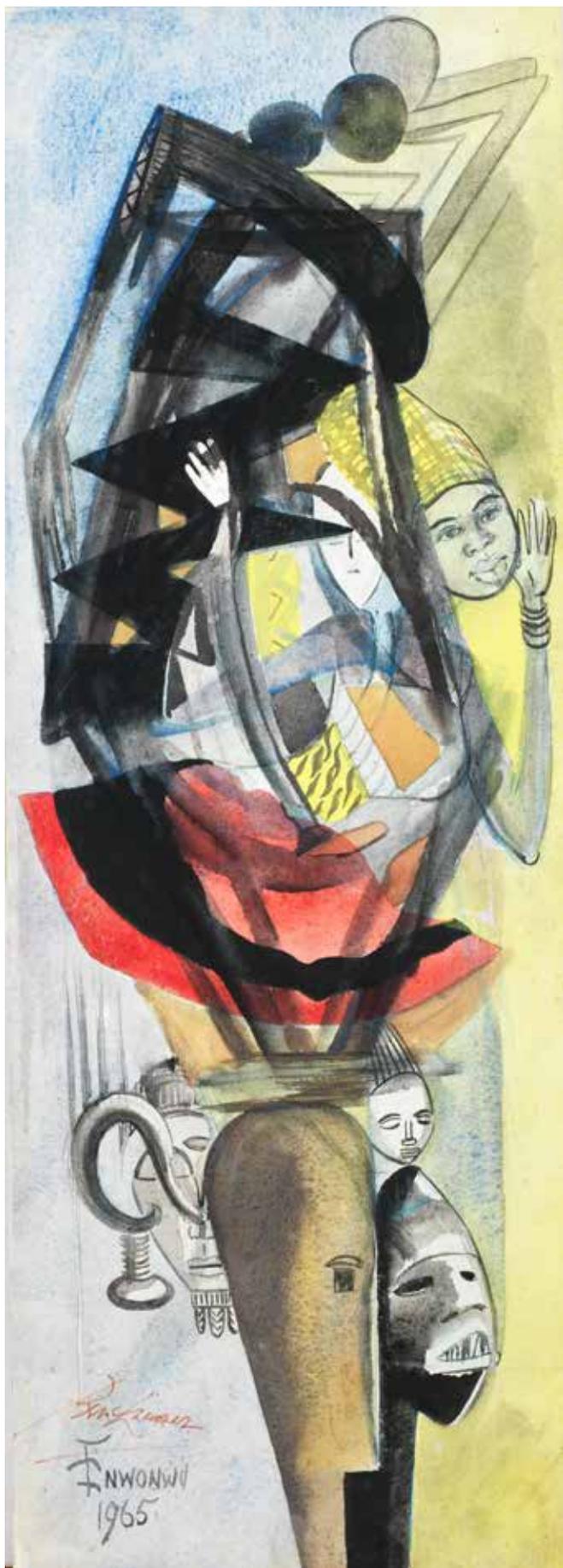
**Provenance**

Acquired directly from the artists by Mr Etienne Bol in the Republic of Zaire in the mid-1970s.

**Exhibited**

London, Sulger-Buel Lovell Gallery, *53 Echoes of Zaire: Popular Painting from Lubumbashi, DRC*, 2015. Cat nos. 3, 4, 5, 14, 15, 16, 17, 25, 26, 27, 28, 29, 31, 34, 36, 49, 50, 51, 52, 53.





77

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

Mask abstract

signed and dated 'Enwonwu/ 1965' (lower left); signed again  
in red ink 'Ben Enwonwu' (lower left)

watercolour on card

76.5 x 27cm (30 1/8 x 10 5/8in).

£7,000 - 10,000

€8,700 - 12,000

US\$9,900 - 14,000

**Provenance**

Purchased by the current owner directly from the artist,  
London, circa 1970.

78

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

Dancing female figures (recto); sketch of a tree (verso)  
initialled and dated 'BE/ 1970' (lower left); signed again in red ink  
'Ben Enwonwu' (lower left)  
watercolour on card  
76 x 26.5cm (29 15/16 x 10 7/16in).

£7,000 - 10,000

€8,700 - 12,000

US\$9,900 - 14,000

**Provenance**

Purchased by the current owner directly from the artist, London,  
circa 1970.





79

79 \*

**BRIGHT BIMPONG (GHANAIAN, BORN 1960)**

'Adwoa'

bronze

58.5 x 38 x 30.5cm (23 1/16 x 14 15/16 x 12in).

£2,500 - 3,500

€3,100 - 4,400

US\$3,500 - 5,000

After graduating from the College of Art at the University of Science and Technology in Kumasi, Ghana, Bright Bimpong emigrated to the United States in 1989, in order to further his education in sculpture and casting techniques: "America was a unique experience that allowed me to escape the rigid restraints of academia that one experiences studying art in Africa."

Though America "offered freedom of expression," the artist said his African upbringing gave him an appreciation for the different types and perceptions of beauty that are reflected in his work: "In America you find an artistic hub offering freedom of expression and the ability to interface with the world's great artists, but in Africa, the place which inspired Picasso, you can develop a new perspective on reality, after having seen the harmony and simplicity in which life can be lived."

Bimpong recalled that "Many Americans are offended or shocked by some of my pieces, because of their physical appearance," but he said he is "merely trying to counteract the popular notion that you must look a certain way to be beautiful." *Adwoa* and *Wofa I*, sculptures of a heavy man and woman, draped in simple African clothing, are examples of how Bimpong combats the common perception that beauty is a term reserved only for the thin and what society deems acceptable. In the artist's eyes, beauty takes multiple forms and can be found in every person.

#### Bibliography

J. Allen, 'America and Art Through the Eyes of an African Artist: Ghanaian Bright Bimpong discusses African art in America', *Washington File*, (Washington, D.C. 2003)



80

80 \*

**BRIGHT BIMPONG (GHANAIAN, BORN 1960)**

'Wofa I'

bronze

58.5 x 25.5 x 25.5cm (23 1/16 x 10 1/16 x 10 1/16in).

£2,500 - 3,500

€3,100 - 4,400

US\$3,500 - 5,000



81 \* W  
**PAA JOE (GHANAIAN, BORN 1945)**  
Nike Trainer (size 42)  
bears artist's name (to heel of shoe)  
carved and painted wood  
72 x 57 x 155cm (28 3/8 x 22 7/16 x 61in)

£4,000 - 6,000  
€5,000 - 7,500  
US\$5,700 - 8,500





82 \*

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

Three Biafran Children  
signed and dated 'BEN ENWONWU/ 1966' (lower left)  
oil on canvas  
48 x 73.5cm (18 7/8 x 28 15/16in).

£12,000 - 18,000

€15,000 - 22,000

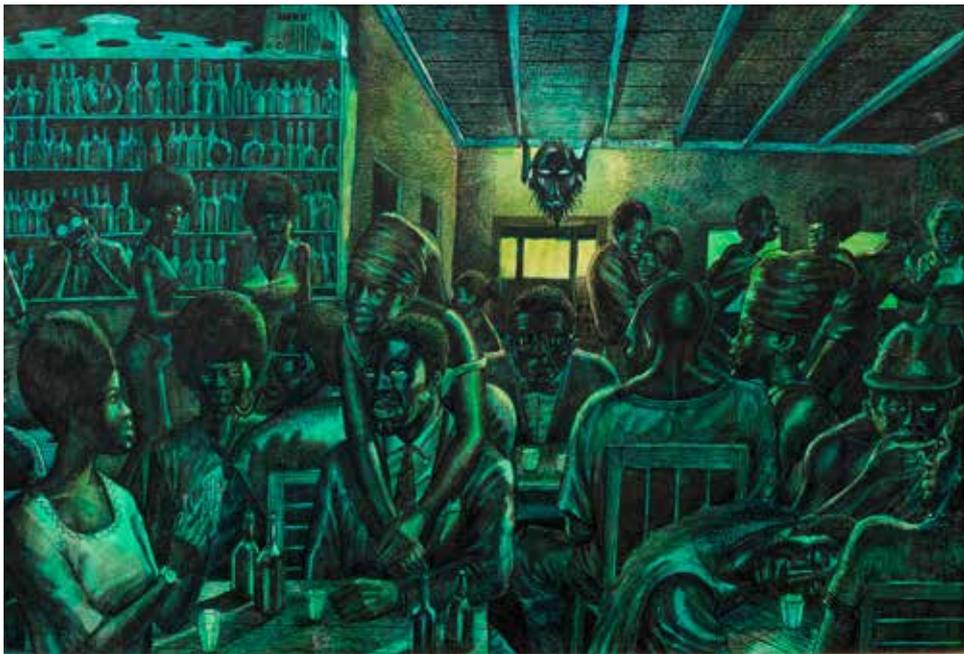
US\$17,000 - 26,000

**Provenance**

Acquired directly from the artist by the current owner.



83



84

83 \*

**ATO DELAQUIS (GHANAIAN, BORN 1945)**

'Farewell to Wa' (1992)

signed 'Ato Delaquis' (lower left); inscribed with artist's name and title (verso)

acrylic on canvas

69.5 x 106cm (27 3/8 x 41 3/4in).

£5,000 - 8,000

€6,200 - 10,000

US\$7,100 - 11,000

84

**ATO DELAQUIS (GHANAIAN, BORN 1945)**

'Do not forget your six feet'

signed 'ato delaquis' (lower left)

watercolour

37 x 55cm (14 9/16 x 21 5/8in).

£4,000 - 6,000

€5,000 - 7,500

US\$5,700 - 8,500

**Provenance**

Acquired from the artist circa 1980.

A private collection.

The artist has depicted himself at the centre of the work, wearing dark glasses.



85

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

Village scene

signed and dated 'GRILLO / 64' (lower right)

oil on board

67.5 x 45cm (26 9/16 x 17 11/16in).

£10,000 - 15,000

€12,000 - 19,000

US\$14,000 - 21,000



86

**EL ANATSUI (GHANAIAN, BORN 1944)**

Burnt Wood

signed and dated 'El/ 92' (to piece 11); each piece numbered (verso)

carved wood relief with acrylic

46 x 126cm (18 1/8 x 49 5/8in).

in 13 pieces

£25,000 - 35,000

€31,000 - 44,000

US\$35,000 - 50,000



87 \*

**ABLADE GLOVER (GHANAIAN, BORN 1934)**

Prayerscape

signed and dated 'Glo/ 06' (lower right); inscribed 'Glo II BLUE HILLS'  
(to stretcher verso)

oil on canvas

75 x 74cm (29 1/2 x 29 1/8in).

£5,000 - 8,000

€6,200 - 10,000

US\$7,100 - 11,000



88 \*

**LADI KWALI (NIGERIAN, CIRCA 1925-1984)**

Pot

signed 'L.K.' (lower side)

sawdust fired pot with incised decorations

38 x 33cm (14 15/16 x 13in).

£3,000 - 5,000

€3,700 - 6,200

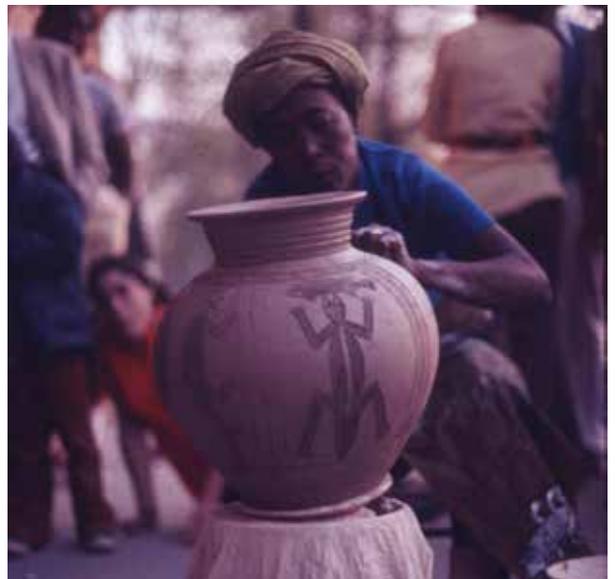
US\$4,300 - 7,100

**Provenance**

Gifted by the artist to Dr William J. Mahoney, New York, circa 1972.

Thence by direct descent to current owner.

Dr William J. Mahoney was emeritus professor at Teachers College, Columbia University, New York, where he was chair of the Art and Education Department and specialised in ceramics. Ladi Kwali toured America and Canada with fellow potters Clement Kofi Athey and Michael Cardew in 1972. The group stayed with the Mahoneys at their home in New Jersey during their week long visit to New York, and Ladi Kwali made the present lot as a thank you gift.





89

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

Portrait of a Yoruba lady  
signed and dated 'BEN ENWONWU/ 1973' (lower left)  
pastel  
59.5 x 42cm (23 7/16 x 16 9/16in).

£7,000 - 10,000

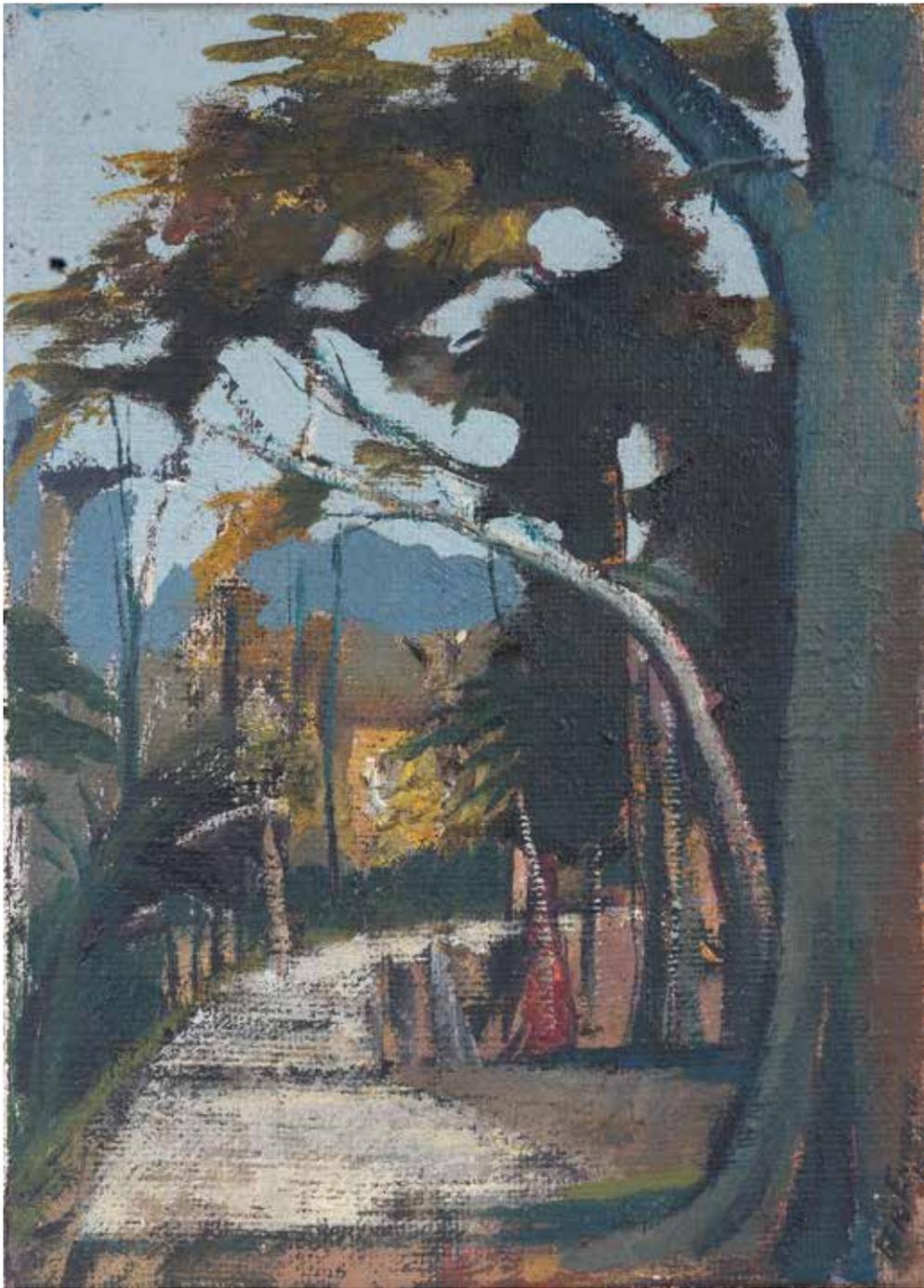
€8,700 - 12,000

US\$9,900 - 14,000

**Provenance**

Acquired by the current owner in Lagos, 1970s.

The above work can be seen as one of the series of portraits of women executed by the artist in the early 1970s. They were all produced within the same period as his most famous work *Tutu*, the portrait of Adetutu Ademiluyi.



90

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

A country road  
signed and dated 'BEN ENWONWU/ 1950' (lower right)  
oil on canvas  
35.5 x 25.5cm (14 x 10 1/16in).

£7,000 - 10,000

€8,700 - 12,000

US\$9,900 - 14,000



91

**ALEX NWOKOLO (NIGERIAN, BORN 1963)**

'Sunny Day'

signed and dated 'NWOKOLO/ 2016' (lower right); inscribed with  
artist's name, title and date (verso)

oil on canvas

98 x 99.5cm (38 9/16 x 39 3/16in).

£4,000 - 6,000

€5,000 - 7,500

US\$5,700 - 8,500



92 \*

**FRANCIS UDUH (NIGERIAN, BORN 1963)**

'Submission' (2007)

signed and dated 'UDUH FM 07' (lower right)

carved wood

139 x 20 x 20cm (54 3/4 x 7 7/8 x 7 7/8in).

£5,000 - 8,000

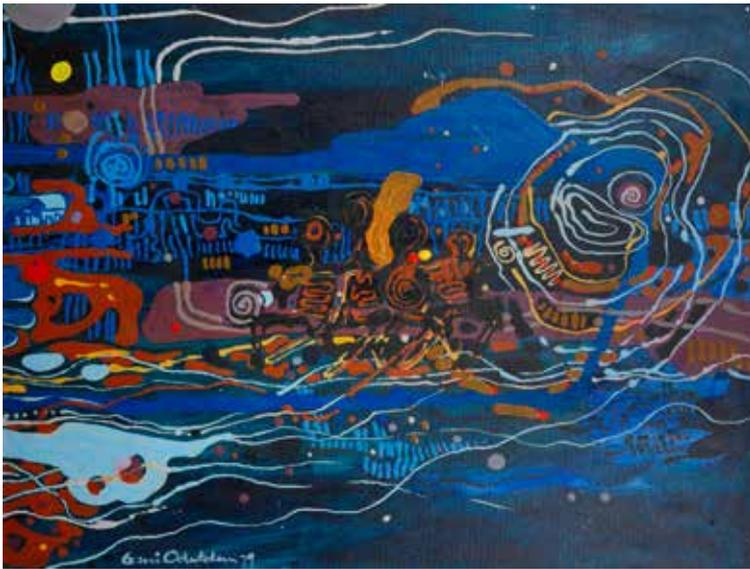
€6,200 - 10,000

US\$7,100 - 11,000

**Provenance**

Purchased from Bonhams, 'African, Modern, and Contemporary Art',  
22 May 2013, Sale 20560, Lot 183.

A private collection.



93

93 \* WT

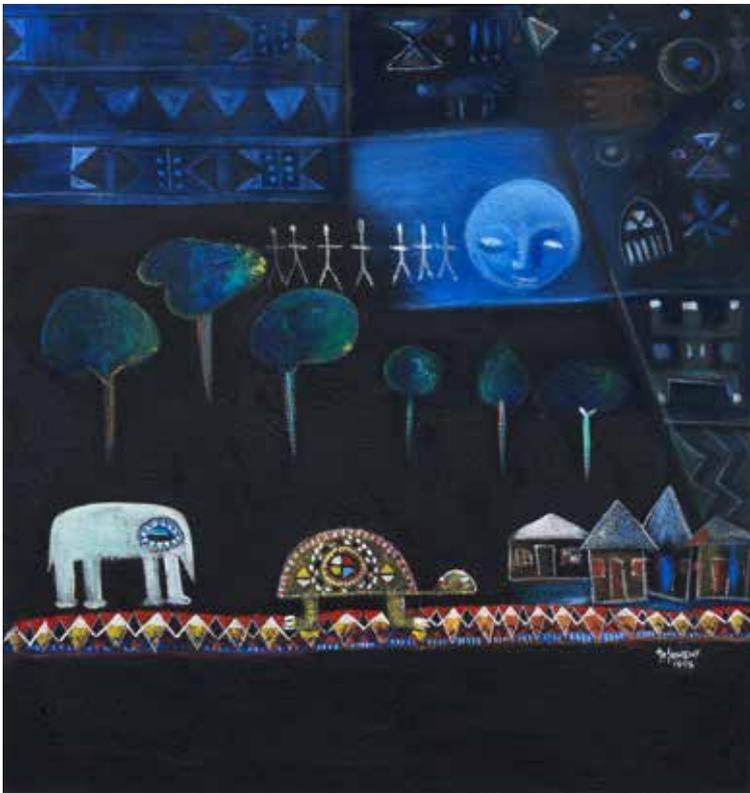
**GANI ODUTOKUN (NIGERIAN, 1946-1995)**

Abstract composition  
signed and dated 'Gani Odutokun 79' (lower left)  
oil on board  
70.5 x 93cm (27 3/4 x 36 5/8in).

£3,000 - 5,000

€3,700 - 6,200

US\$4,300 - 7,100



94

94 \* WT

**TOLA WEVE (NIGERIAN, BORN 1959)**

We want to make the elephant as king  
signed and dated 'Tola WEVE/ 1994' (lower right)  
oil and sawdust on canvas  
121 x 115cm (47 5/8 x 45 1/4in).

£3,000 - 5,000

€3,700 - 6,200

US\$4,300 - 7,100



95 \*

**BUNMI BABATUNDE (NIGERIAN, BORN 1957)**

'Acrobats'

signed and dated 'BUNMI Babatunde '15' (to standing figure's lower right leg)

carved wood on metal base

248 x 40.5 x 4cm (97 5/8 x 15 15/16 x 1 9/16in).

£7,000 - 10,000

€8,700 - 12,000

US\$9,900 - 14,000



96 \*

**CHIEF ZACHEUS OLOWONUBI Olorunto**  
(NIGERIAN, BORN 1934)

Two wall hangings  
inscribed 'CHIEF Z.O. Olorunto/ P.O. BOX,  
16944. IBADAN OYO STATE/ NIGERIA./ 1978'  
(lower centre)

paint and embroidery on cloth  
250 x 516cm (98 7/16 x 203 1/8in).  
(2)

£3,000 - 5,000  
€3,700 - 6,200  
US\$4,300 - 7,100



96

97 \*

**CHIEF ZACHEUS OLOWONUBI Olorunto**  
(NIGERIAN, BORN 1934)

An embroidered robe  
silk and thread  
130 x 189cm (51 3/16 x 74 7/16in).

£3,000 - 5,000  
€3,700 - 6,200  
US\$4,300 - 7,100



97



98

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

Three women  
initialled and dated 'BE. 1949' (lower right)  
watercolour  
27 x 25cm (10 5/8 x 9 13/16in).

£5,000 - 8,000

€6,200 - 10,000

US\$7,100 - 11,000

**Provenance**

The collection of Vernon Littlewood.  
By descent to the current owner.

Mr Vernon Littlewood served in the Colonial Service in Nigeria from  
1955 until independence in 1960.



99

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

Woman in blue  
signed and dated 'Ben Enwonwu / 1963' (lower right)  
oil on canvas  
*101.5 x 32.5cm (39 15/16 x 12 13/16in).*

**£6,000 - 9,000**

**€7,500 - 11,000**

**US\$8,500 - 13,000**

**Provenance**

Purchased from the artist's studio, Nigeria, circa 1960s.  
Thence by descent to the present owner.



100

**ABLADE GLOVER (GHANAIAN, BORN 1934)**

Woman in profile

signed and dated 'Glo/ 00' (lower left)

oil on canvas

91 x 62cm (35 13/16 x 24 7/16in).

£4,000 - 6,000

€5,000 - 7,500

US\$5,700 - 8,500



101

101 \* WT

**ROM ISICHEI (NIGERIAN, BORN 1966)**

'Aspirations'

inscribed 'ROM ISICHEI 2001/ 'ASPIRATIONS'/ OIL ON CANVAS' (verso)

oil on canvas

127 x 102cm (50 x 40 3/16in).

£3,000 - 5,000

€3,700 - 6,200

US\$4,300 - 7,100



102

102 WT

**EDOSA OGIUGO (NIGERIAN, BORN 1961)**

'Team Leader'

signed and dated 'EDOSA OGIUGO/ 2012' (lower left); inscribed with artist's name, title and date (verso)

oil on canvas

119.5 x 91cm (47 1/16 x 35 13/16in).

£3,000 - 5,000

€3,700 - 6,200

US\$4,300 - 7,100

103

**BRUCE ONOBRAKPEYA (NIGERIAN, BORN 1932)**

Sunshine period  
signed 'Bruce Onobrakpeya 1967' (center left)  
printed block relief  
56 x 76cm (22 1/16 x 29 15/16in).

£4,000 - 6,000  
€5,000 - 7,500  
US\$5,700 - 8,500



103

104 WT

**MURAINA OYELAMI (NIGERIAN, BORN 1940)**

Termites  
oil and pastel on board  
89 x 121cm (35 1/16 x 47 5/8in).

£3,000 - 5,000  
€3,700 - 6,200  
US\$4,300 - 7,100



104



105

105 \*

**OLISA NWADIOGBU (NIGERIAN, BORN 1960)**

'Adam and Eve II'

signed 'Olisa Nwadiogbu 2010' (lower right);

inscribed with artist's name, title, date and medium (verso)

acrylic and newspaper on canvas

180 x 122.5cm (70 7/8 x 48 1/4in).

£3,000 - 5,000

€3,700 - 6,200

US\$4,300 - 7,100



106

106 \*

**VICTOR EKPUK (NIGERIAN, BORN 1964)**

'The goldfish and the rest of us'

inscribed with artist's name and title (verso)

oil and fabric on board

87 x 61cm (34 1/4 x 24in).

£3,000 - 5,000

€3,700 - 6,200

US\$4,300 - 7,100

107 WT

**REUBEN UGBINE (NIGERIAN, BORN 1956)**

Acrobat

stamped 'REUBEN UGBINE/ NIGERIA/ 2014' (base)

wood

85 x 78 x 25cm (33 7/16 x 30 11/16 x 9 13/16in).

£4,000 - 6,000

€5,000 - 7,500

US\$5,700 - 8,500



107

108 \* WT

**MIKE OMOIGHE (NIGERIAN, BORN 1958)**

Family burden

oil on board

121 x 80cm (47 5/8 x 31 1/2in).

£3,000 - 5,000

€3,700 - 6,200

US\$4,300 - 7,100



108



109



109

109 WT

**ASIRU OLATUNDE (NIGERIAN, 1918-1993)**

The Hunters

repoussé copper panel

102 x 203cm (40 3/16 x 79 15/16in).

£3,000 - 5,000

€3,700 - 6,200

US\$4,300 - 7,100

**Provenance**

Acquired from the artist in the late 1960s.

A private collection.

The above work formed part of a large commission in the late 1960s for the Konkola Copper Mines Company. The commission was for six large copper panels for the company's board room and was initiated by Mick Pilcher, a government designer for the Western Region of Nigeria.

110 \* WT

**BERRY BICKLE (ZIMBABWEAN, BORN 1959)**

Birds Conference

signed and dated 'B.Bickle 2000' (lower right)

collage on canvas

88.5 x 171cm (34 13/16 x 67 5/16in).

£3,000 - 5,000

€3,700 - 6,200

US\$4,300 - 7,100



111

111 \*

**VERONICA OTIGBO-EKPEI (NIGERIAN, BORN 1966)**

'Save the Tree'

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

acrylic and wood

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

Veronica Otigbo-Ekpei gained her degree in Creative Arts and Sculpture from the University of Lagos. Her sculptures explore the creative potential of recycled materials. The wood for this artwork was salvaged from a forest near her studio that had been devastated by fire. Painted in bold colours, the dead matter is imbued with new life and energy. The work is a reminder of the importance of conservation and the challenges posed by deforestation and bush burning in Nigeria.

**Bibliography**

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



112

112 \*

**FIDELIS ODOGWU EZE (NIGERIAN, BORN 1970)**

'Endowment'

signed and dated 'ODOGWU '15' (to right horn)

metal

120 x 65cm (47 1/4 x 25 9/16in).

**£3,000 - 5,000**

**€3,700 - 6,200**

**US\$4,300 - 7,100**



113

**CHIDI KWUBIRI (NIGERIAN, BORN 1966)**

Whistle in the Wind (a pair)

both signed and dated 'CHIDI KWUBIRI 98' (lower right)

acrylic on canvas

150 x 100cm (59 1/16 x 39 3/8 in). (2)

£3,000 - 5,000

€3,700 - 6,200

US\$4,300 - 7,100

**END OF SALE**

## PRINTS AND MULTIPLES

Wednesday 22 June 2016  
London, New Bond Street

### ED RUSCHA (AMERICAN, BORN 1937)

Made in California (Engberg 52)  
Screenprint in colours, 1971, on Arches,  
signed, dated and numbered 65/100 in  
pencil, published by Grunwald Graphic  
Arts Foundation, University of California,  
Los Angeles, the full sheet,  
406 x 508 mm (20 x 28 1/16in)(SH)

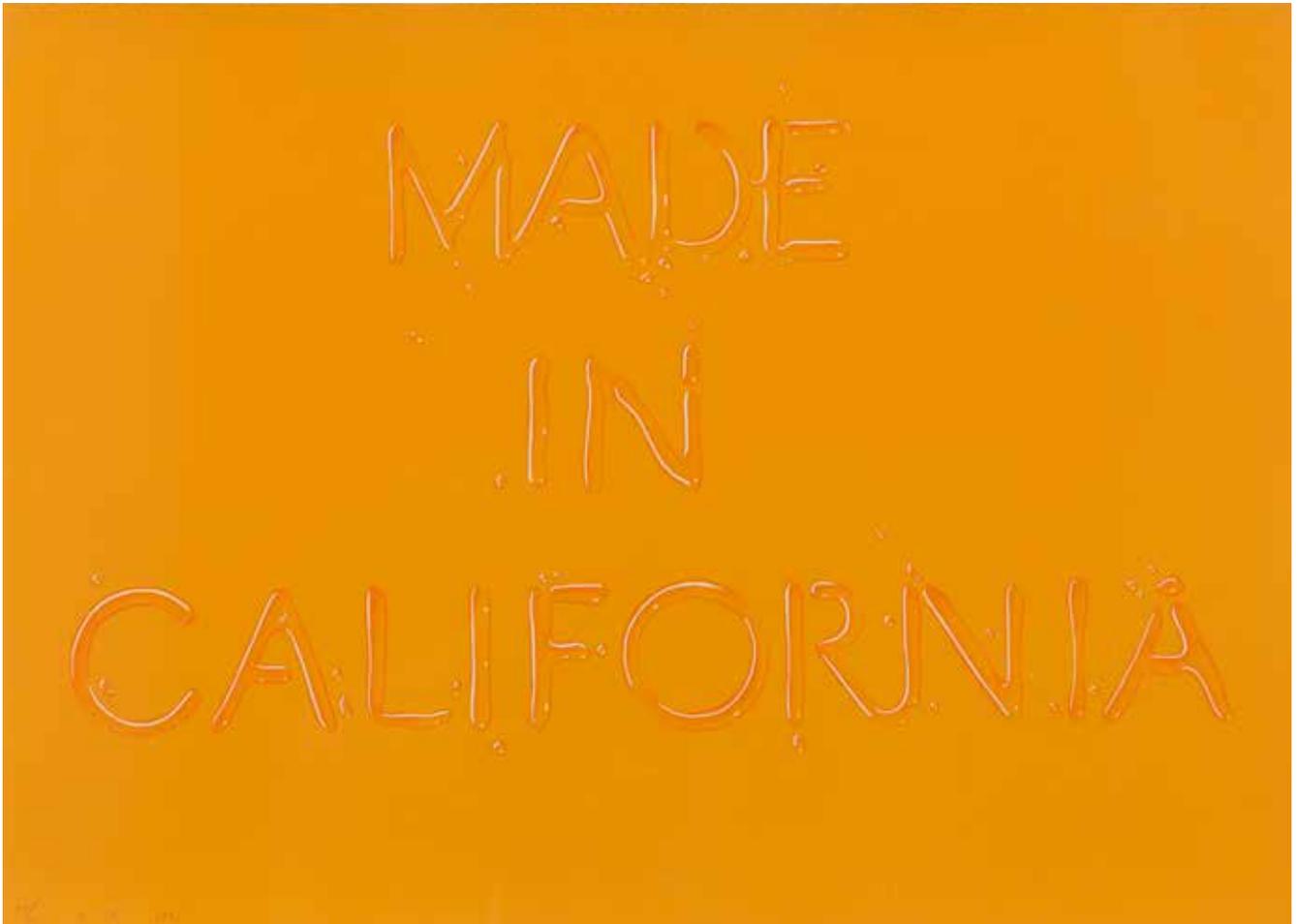
£20,000 - 30,000

\$28,000 - 42,000

### ENQUIRIES

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

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

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

## Bidding in person

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

## Bidding by telephone

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* on each lot purchased:

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*

The *Buyer's premium* is payable for the services to be provided by *Bonhams* in the *Buyer's Agreement* which is contained in the *Catalogue* for this Sale and for the opportunity to bid for the *Lot* at the Sale.

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:

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. All *Lots* sold under Bond, and which the *Buyer* wishes to remain under Bond, will be invoiced without VAT or Duty on the *Hammer Price*. If the *Buyer* wishes to take the *Lot* as Duty paid, UK Excise Duty and VAT will be added to the *Hammer Price* on the invoice.

*Buyers* must notify *Bonhams* at the time of the sale whether they wish to take their wines under Bond or Duty paid. If a *Lot* is taken under Bond, the *Buyer* will be responsible for all VAT, Duty, clearance and other charges that may be payable thereon.

*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.
- WT Objects displayed with a WT will be located at the Ward Thomas Removals Ltd warehouse and will only be available for collection from this location.
- 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.

\*, †, ‡, Ⓞ, 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](http://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](mailto:info@bonhams.com)

## APPENDIX 1

### CONTRACT FOR SALE

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

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

#### 1 THE CONTRACT

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

- 1.4 The contract is made on the fall of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

#### 2 SELLER'S UNDERTAKINGS

- 2.1 The *Seller* undertakes to you that:
- 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
- 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*;
- 2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the *Sale* conforms in every respect with the terms implied by the *Sale* of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);
- 2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;

- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

#### 3 DESCRIPTIONS OF THE LOT

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

#### 4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

#### 5 RISK, PROPERTY AND TITLE

- 5.1 Risk in the *Lot* passes to you when it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*. The *Seller* will not be responsible thereafter for the *Lot* prior to you collecting it from *Bonhams* or the *Storage Contractor*, with whom you have separate contract(s) as *Buyer*. You will indemnify the *Seller* and keep the *Seller* fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused in 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.

<b>8</b>	<b>FAILURE TO PAY FOR THE LOT</b>	<b>9</b>	<b>THE SELLER'S LIABILITY</b>	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> .	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.
8.1.1	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.	10.5	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.
8.1.2	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> ,	10.6	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.
8.1.3	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> ;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
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;	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
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.	10.9	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.
8.1.6	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;	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
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;			10.11	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> .
8.1.8	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;			10.12	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.
8.1.9	to retain possession of, and on seven days 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				
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.				
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.				
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.				
		<b>10</b>	<b>MISCELLANEOUS</b>		
		10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		
		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> .		
				<b>11</b>	<b>GOVERNING LAW</b>
					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.

## 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* on each lot, 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.

<b>7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b>	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i> ) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i> ) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1	7.3.1	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> ):	9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1	7.4	to terminate this agreement immediately for your breach of contract;	9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2	<b>8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b>	to retain possession of the <i>Lot</i> ;	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.3	8.1	to remove, and/or store the <i>Lot</i> at your expense;	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.4	8.1.1	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;	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.5	8.1.2	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;	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.6	8.1.3	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;	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.7	8.1.4	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;	<b>10 OUR LIABILITY</b>	10.1
7.1.8	8.2	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;	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.9	8.2.1	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;	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.1.10	8.2.2	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;	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.1.11	<b>9 FORGERIES</b>	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.
7.2	9.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	9.2	Paragraph 9 applies only if:
	9.2.1		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		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		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .

10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

10.3.2 Unless you buy the *Lot* as a *Consumer*, in any circumstances where we are liable to you in respect of a *Lot*, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* plus *Buyer's Premium* (less any sum you may be entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

## 11 BOOKS MISSING TEXT OR ILLUSTRATIONS

Where the *Lot* is made up wholly of a *Book* or *Books* and any *Book* does not contain text or illustrations (in either case referred to as a "non-conforming *Lot*"), we undertake a personal responsibility for such a non-conforming *Lot* in accordance with the terms of this paragraph, if:

the original invoice was made out by us to you in respect of the *Lot* and that invoice has been paid; and

you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a non-conforming *Lot*, and in any event within 20 days after the *Sale* (or such longer period as we may agree in writing) that the *Lot* is a non-conforming *Lot*; and

within 20 days of the date of the relevant *Sale* (or such longer period as we may agree in writing) you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a non-conforming *Lot* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

but not if:

the *Entry* in the *Catalogue* in respect of the *Lot* indicates that the rights given by this paragraph do not apply to it; or

the *Entry* in the *Catalogue* in respect of the *Lot* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or

it can be established that the *Lot* is a non-conforming *Lot* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or

the *Lot* comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or

the *Lot* was listed in the *Catalogue* under "collections" or "collections and various" or the *Lot* was stated in the *Catalogue* to comprise or contain a collection, issue or *Books* which are undescribed or the missing text or illustrations are referred to or the relevant parts of the *Book* contain blanks, half titles or advertisements.

If we are reasonably satisfied that a *Lot* is a non-conforming *Lot*, we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the *Purchase Price* and *Buyer's Premium* paid by you in respect of the *Lot*.

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 *Lot*, all rights and benefits under this paragraph will cease.

## 12 MISCELLANEOUS

12.1 You may not assign either the benefit or burden of this agreement.

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.

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.

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 *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

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 *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.

12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.

12.8 In this agreement "including" means "including, without limitation".

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.

12.10 Reference to a numbered paragraph is to a paragraph of this agreement.

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.

12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

## 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 *Sale* takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. *Bonhams* has a complaints procedure in place.

## DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our *Website* [www.bonhams.com](http://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](mailto:info@bonhams.com).

## APPENDIX 3

### DEFINITIONS AND GLOSSARY

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

### LIST OF DEFINITIONS

"**Additional Premium**" a premium, calculated in accordance with the *Notice to Bidders*, to cover *Bonhams'* Expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the *Buyer* to *Bonhams* on any *Lot* marked [AR] which sells for a *Hammer Price* which together with the *Buyer's Premium* (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).  
"**Auctioneer**" the representative of *Bonhams* conducting the *Sale*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Expenses"** charges and *Expenses* paid or payable by *Bonhams* in respect of the *Lot* including legal *Expenses*, banking charges and *Expenses* incurred as a result of an electronic transfer of money, charges and *Expenses* for loss and damage cover, insurance, *Catalogue* and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the *Lot* for *Sale*, storage charges, removal charges, 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](http://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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