

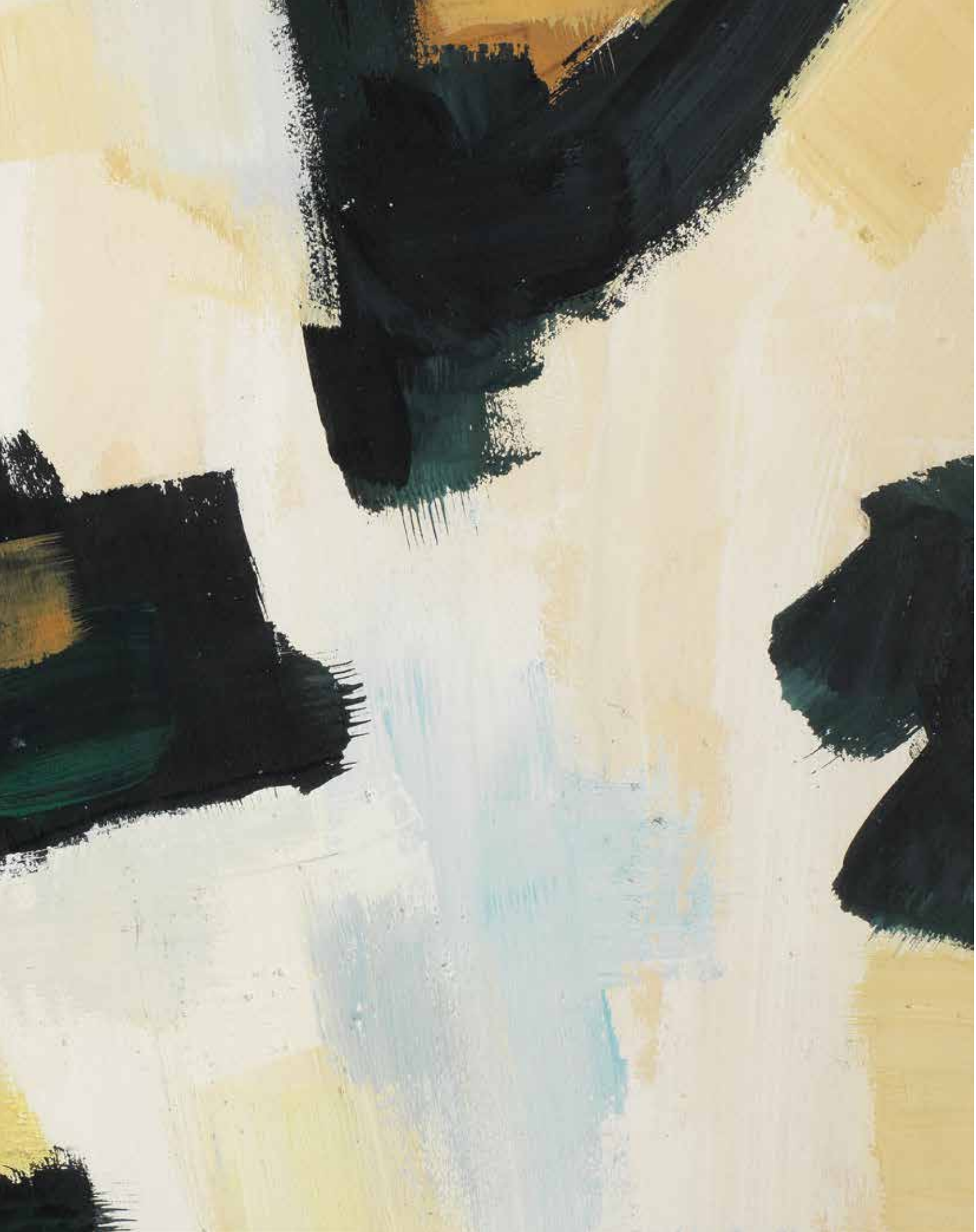
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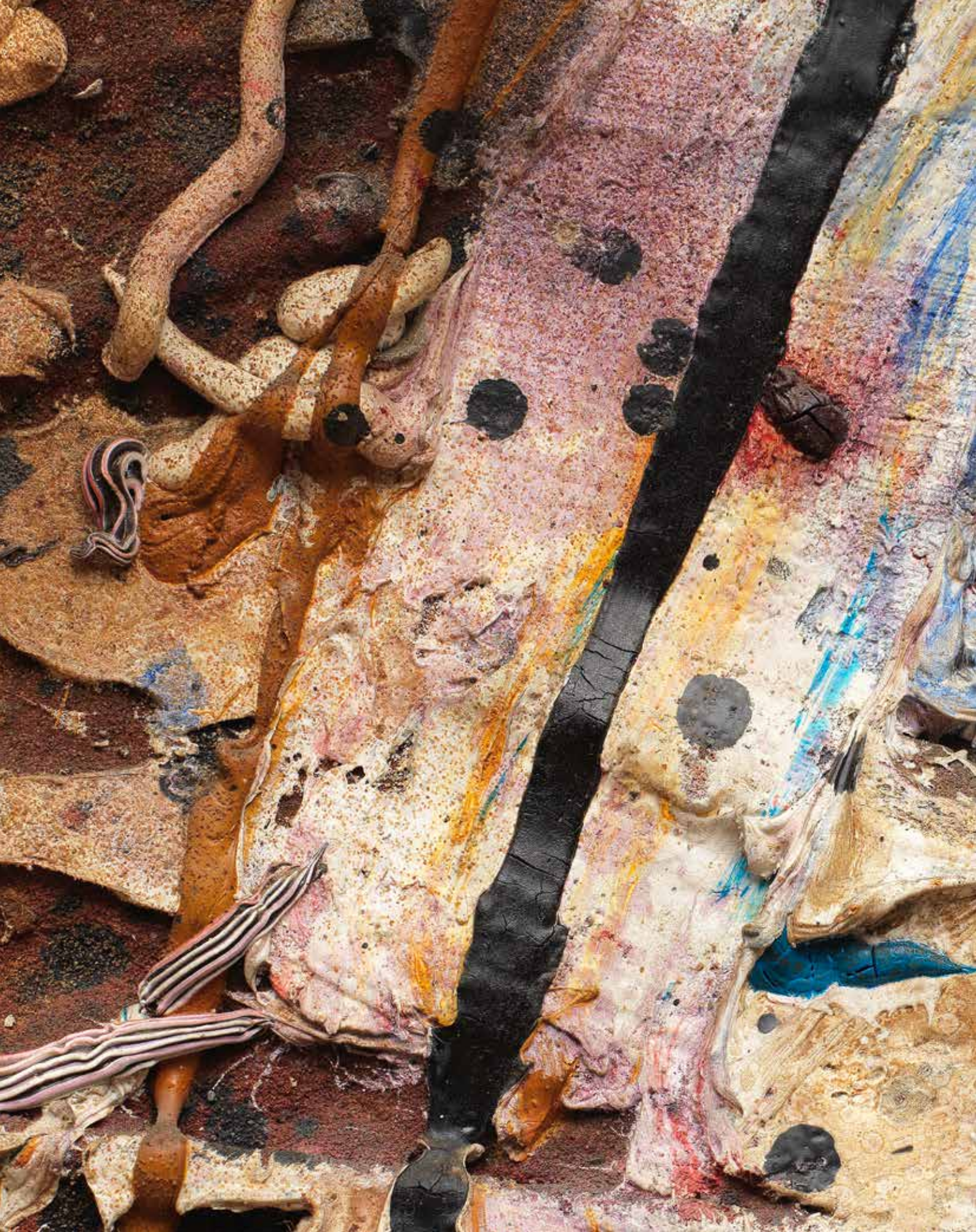


Modern & Contemporary African Art

New Bond Street, London | 18 March 2020











Lot 20



Modern & Contemporary African Art

New Bond Street, London | Wednesday 18 March 2020 at 5pm

VIEWING

Sunday 15 March, 11am – 3pm
Monday 16 March, 9am – 4.30pm
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SALE NUMBER: 25800

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Storage will be free of charge for the first 14 calendar days from and including the sale date Wednesday 18 March 2020.

Charges will apply from 9am Wednesday 1 April 2020.

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cash, cheque with banker's card, credit or debit card.



Lot 20





1

DAOUDA DIOUCK (SENEGALESE, BORN 1951)

Solitaire

signed, inscribed, dated and numbered verso 'Daouda Diouck, Solitaire, '78, 3/4'

woven tapestry

144 x 104cm (56 11/16 x 40 15/16in).

£5,000 - 8,000

€5,900 - 9,400

US\$6,500 - 10,000

Diouck was one of the artists working with Papa Ibra Tall at the Manufactures Sénégalaises des arts décoratifs, in Thies.

A similar work by Diouck can be found in the Mobilier National, Apris, following its gift to Nicolas Sarkozy whilst on an official visit to Senegal in 2007.



2

UZO EGONU (NIGERIAN, 1931-1996)

Woman with a glass of wine
signed and dated 'Uzo Egonu/ 79' (lower right)
oil on canvas
150.5 x 122.5cm (59 1/4 x 48 1/4in).

£20,000 - 30,000

€24,000 - 35,000

US\$26,000 - 39,000

Uzo Egonu moved from Nigeria to England in 1945. He stayed in the UK, moving to London to study at Camberwell School of Art and later taking evening classes at St Martin's School of Art.

Egonu first explored painting, later taking up printmaking which he took seriously in the late 1960s and early 1970s. Unfortunately

printmaking was both his rise and fall. A lack of protective eyewear when etching, which creates seriously harmful fumes, affected the artist's eyesight. Egonu continued to paint with the present lot being an exceptional example.

Woman with a glass of wine is not only the first of the artist's works as his sight was beginning to fade, but also part of a wider body of work focusing on women in a domestic setting.

Illustrated

O. Oguike, Uzo Egonu: An African Artist in the West, (London 1995), p.141

Bibliography

O. Oguike, Uzo Egonu: An African Artist in the West, (London 1995), p.131

3

SYDNEY ALEX KUMALO (SOUTH AFRICAN, 1935-1988)

Girl with Dove

signed and dated "Kumalo '63"

bronze

35 cm. (13 3/4 in) high

this work is accompanied by the signed and dated terracotta model
which is inscribed "Girl with Dove", (2).

£8,000 - 12,000

€9,400 - 14,000

US\$10,000 - 16,000

Provenance

A private UK collection.

This recently re-discovered bronze is similar to the 1963 example found in the Rupert Museum, Stellenbosch. A later edition (with a different shape to the dove's wings) was produced by Linda Goodman (founder of the Goodman Gallery) from 1977-1997.

The terracotta was illustrated in an article on the 1963/64 Amadlozi Group farewell tour of Italy.

Exhibited

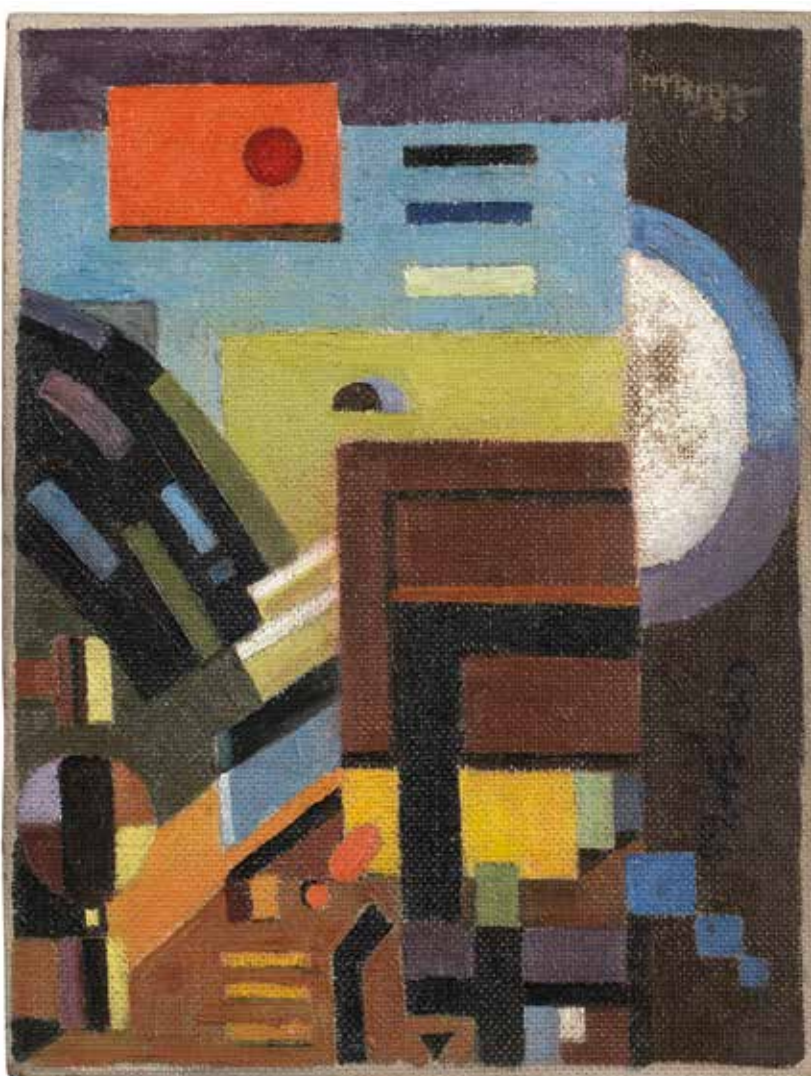
Johannesburg, Adler Fielding Gallery, "Sculpture . SA", Sept 1967, no. 53 (Terracotta).

Illustrated

Cohen, Lynette, L. "The modern movement in South African sculpture", UCT, pub 1964, illust no. 64 (Terracotta).

Gasparotti, G., "La Vernice", Venice, illust, pg. 174, (Terracotta).





4

**GEORGE MILWA MNyalUZA PEMBA
(SOUTH AFRICAN, 1912-2001)**

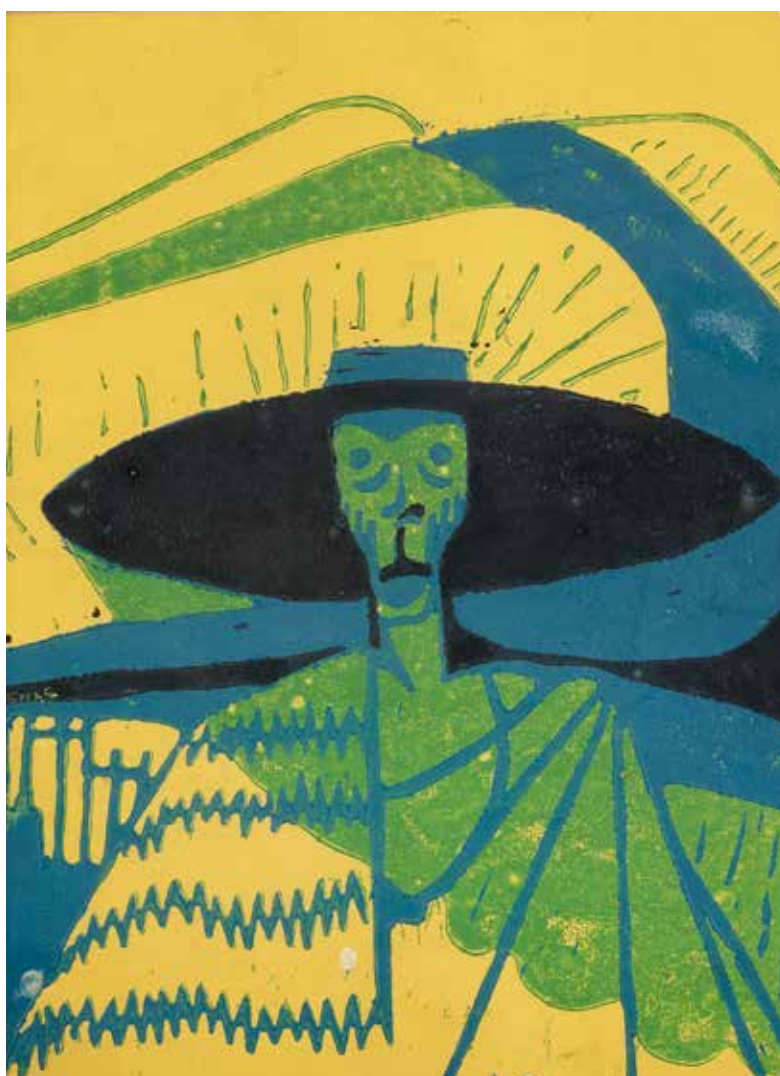
'In Quest of Beauty' (Abstract)
twice signed and dated 'MM Pemba / 53' (upper right and vertically
along right margin); inscribed with title (verso)
oil on board
33.5 x 25.5cm (13 3/16 x 10 1/16in).

£10,000 - 15,000
€12,000 - 18,000
US\$13,000 - 20,000

George Pemba lived and painted in the South African city of Port Elizabeth in the Eastern Cape. Widely known as an important artist who documented black South Africans during Apartheid, the present lot is a rare example of his relatively unknown experimentation into abstraction. For a brief period, Pemba was clearly influenced by the cubist movement and specifically with artists such as Georges Braque and Pablo Picasso. *In Quest of Beauty* is a wonderful example of this with the wild geometric patterns and vivid colour palette.

Bibliography

B. Feinberg & H.Proud (eds), *George Milwa Mnyaluza Pemba: Retrospective Exhibition*, (Cape Town, 1996), p.69.
S. Hudleston, *Against All Odds: George Pemba, his life and works*, (Johannesburg, 1996), p.86.



5

DEMAS NWOKO (NIGERIAN, BORN 1935)

Ogboni Chief

signed 'DEMAS' twice (centre left and lower right)

linocut

34 x 25cm (13 3/8 x 9 13/16in).

£8,000 - 12,000

€9,400 - 14,000

US\$10,000 - 16,000

Provenance

Acquired by A.R. Jellings;

A private UK collection.

Demas Nwoko's 1960 oil '*Ogboni Chief*' exhibits the artist's distinctive flattened space technique and was illustrated in Uli Beier's eighth issue of 'Black Orpheus' in the same year, it soon became one of his best known works.

A.R. Jellings was a founding member of the Mbari Club, Ibadan, where he was employed by the Nigerian Tobacco Company. He worked in Nigeria from 1958-66 and knew the artist well.



6

BONGANI PETER SHANGE (SOUTH AFRICAN, BORN 1961)

Two Heads

the first stamped and numbered 'P.SHANGE 3/5'; the second

stamped and dated 'P.SHANGE 94'

bronze

the first 41.5 x 17 x 16cm; the second 17 x 10 x 17cm

£5,000 - 8,000

€5,900 - 9,400

US\$6,500 - 10,000



7 *

MOHAU MODISAKENG (SOUTH AFRICAN, BORN 1986)

Untitled (Lefa bust), 2017

bronze with walnut base

76.5 x 48 x 25cm (30 1/8 x 18 7/8 x 9 13/16in). including base.

£8,000 - 12,000

€9,400 - 14,000

US\$10,000 - 16,000

Modisakeng was born in the South African township of Soweto, Johannesburg. His experience growing up during Apartheid is reflected and intertwined with his work. Using memory to explore different themes of history, body and place.

Breaking away from the stereotype of the self-taught black South African artist, Modisakeng is a graduate of the esteemed Michaelis School of Fine Art, Cape Town. It was at Michaelis that Modisakeng was mentored by one of South Africa's most famous female artists, Jane Alexander.

Known mostly for producing powerful imagery through photography and film, Alexander's influence of sculpture is nonetheless evident in the present lot. He currently lives and works between the South African cities of Cape Town and Johannesburg and has also been recently exhibited at the Performa 17 Biennial, New York 2017 and the 55th Venice Biennale in 2015 as part of the South African pavilion.

This work was conceived in an edition of 10 with 2 artist's proofs.

8 TP

CHRISTO COETZEE (SOUTH AFRICAN, 1929-2000)

Untitled 1960

signed and dated 'christo coetzee/ 1960' and inscribed '120/FT/
christo/coetzee/24/4/60' (verso)

152.5 x 204 x 20.5cm (60 1/16 x 80 5/16 x 8 1/16in).

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000

Educated at The Slade School of Fine Art, Christo Coetzee was a South African artist who was awarded a scholarship in 1959 by the Japanese Government to study in Japan. This was arguably the result of his first exhibition with Rudolph Stadler in Paris a year earlier, where Coetzee was introduced to the influential French art critic Michel Tapié.

Tapié in 1957 received a pamphlet from Gutai, a newly formed avant-garde Japanese art group, and immediately became interested in their experimental post-war practice. In September of that year Tapié traveled to Osaka and was so fascinated and impressed by their work he later introduced the Gutai group to leading figures in the art world both in Europe and the US. However it was during Tapié's initial 1957 trip that he met and introduced the Gutai founder Jiro Yoshihara to informal painting. Yoshihara states that he had to select a work for reproduction and happened to pick one by Christo Coetzee. He further comments that "the use of ping-pong balls covered with paint, and this bizarre technique seemed to indicate a break with what painting used to be in the past". This unique style which captivated Yoshihara is nonetheless evident in the present lot, with ping-pong balls attached throughout the center-fold of the canvas by wire disguised in heavily applied paint.

Crucially it was through Tapié, that Yoshihara and Coetzee were first introduced to one another in Paris 1958 at Galerie Stadler. The two artists quickly struck up a friendship, with Yoshihara visiting Coetzee's studio by the River Seine with fellow artist Hisao Domoto.

In Japan, Coetzee was attached to the department of Aesthetics at Kyoto University, living at the student institute in Osaka. As a result, Yoshihara kindly offered Coetzee a studio at his residence where he produced a series of works; an example was sold in these salerooms on 12 September 2018 (lot 38).

Coetzee later went on to exhibit twice in Tokyo, and at the beginning of 1960 at the Takashimaya department store in Osaka.

The present lot was executed in 1960 soon after Coetzee returned after his scholarship in Japan and undeniably shows evidence of the Gutai Group's heavy influence on Christo. The small and delicate incisions in the upper half of the canvas clearly resemble Gutai group member Shozo Shimamoto's Holes series. Michio Yoshihara's, son of founder Jiro, commonly used sand and this is also evident in the present lot. This is in addition to the heavily applied paint, evidently applied freshly squeezed from the tube or poured directly on the canvas like the work of Kazuo Shiraga.

Bibliography

Marco Francioli et al, Gutai: Painting with Time and Space, (Silvana Editoriale, 2010), pp.204-205.

Ai Sawai, GUTAI, (Art U, 2015), p.9

Ming Tiampo & Alexandra Munroe, Gutai: Splendid Playground, (Guggenheim, 2013), pp.290-291

Stevenson & Vlijoen, Christo Coetzee: Paintings from London and Paris 1954-1964, (Cape Town, 2001) pp.29.





g † TP

ABOUDIA ABDOULAYE DIARRASSOUBA (IVORIAN, BORN 1983)

Les Baramogo

acrylic and mixed media on canvas

180 x 260cm (70 7/8 x 102 3/8in).

£20,000 - 30,000

€24,000 - 35,000

US\$26,000 - 39,000

Provenance

Acquired from the Jack Bell Gallery, 'Aboudia, Quitte le Pouvoir' 2012;
The collection of Frank Cohen.



10 † TP

ABOUDIA ABDOULAYE DIARRASSOUBA (IVORIAN, BORN 1983)

Special Etude

inscribed and dated 2012

acrylic and mixed media on canvas

180 x 260cm (70 7/8 x 102 3/8in).

£20,000 - 30,000

€24,000 - 35,000

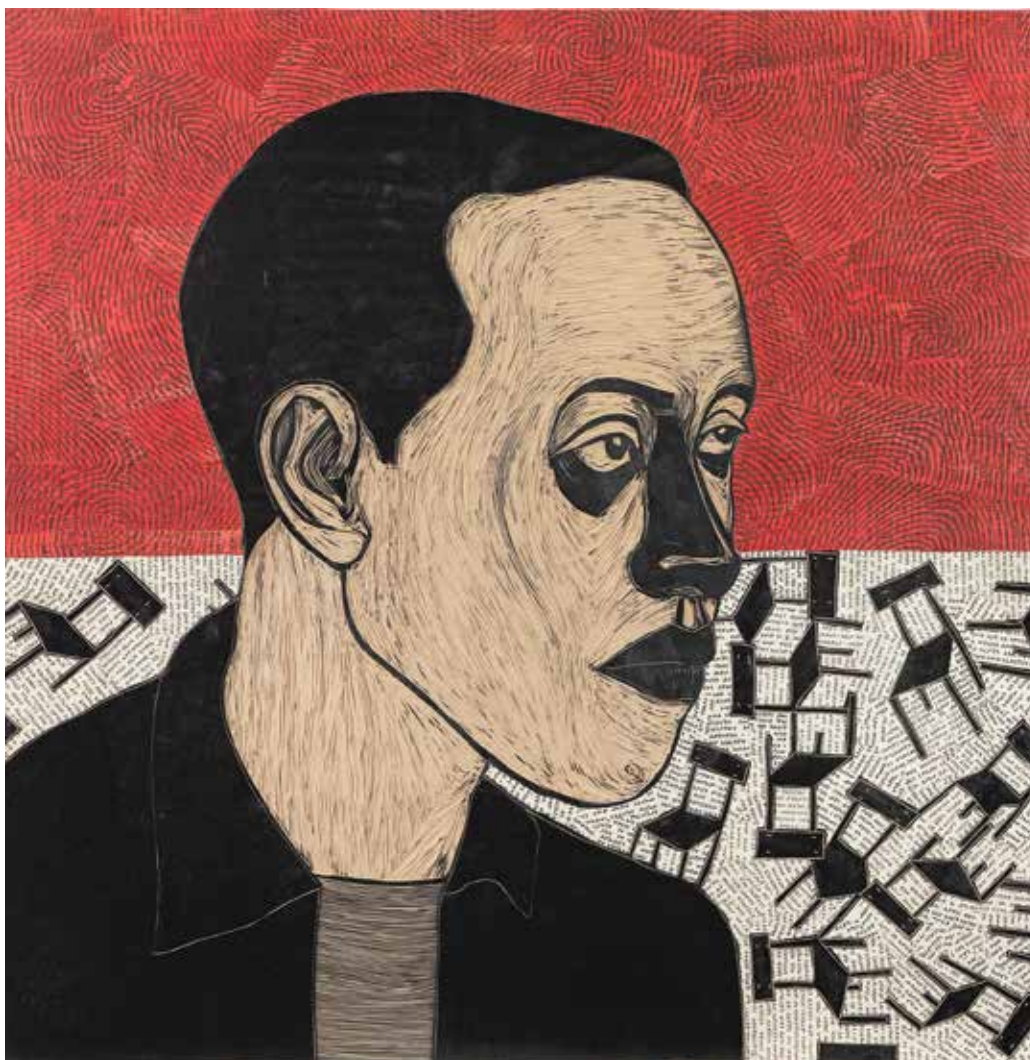
US\$26,000 - 39,000

Provenance

Acquired from the Jack Bell Gallery, 2012;

The collection of Frank Cohen.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



11 †

EPHREM SOLOMON (ETHIOPIAN, BORN 1983)

Head (2015)

signed verso

woodcut and newspaper collage

80 x 80cm (31 1/2 x 31 1/2in).

unframed.

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500

Provenance

The collection of Frank Cohen.



12 †

EPHREM SOLOMON (ETHIOPIAN, BORN 1983)

Gloom (or Gloomy)

signed four times, titled and dated twice "Ephrem Solomon 2015",

signed "Ephrem Solomon" (verso)

woodcut and newspaper collage

80 x 80cm (31 1/2 x 31 1/2in).

unframed.

£2,500 - 3,500

€2,900 - 4,100

US\$3,300 - 4,600

Provenance

The collection of Frank Cohen.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



13 † TP

AJARB BERNARD ATEGWA (CAMEROON, BORN 1988)

From Elf to Town, 2015

oil on canvas

220 x 280cm (86 5/8 x 110 1/4in).

unframed.

£2,500 - 3,500

€2,900 - 4,100

US\$3,300 - 4,600

Provenance

Acquired from the Jack Bell Gallery, 'Ajarb Bernard Ategwa, 24 Hours
Busy', 2015;

The collection of Frank Cohen.



14

CHÉRI SAMBA (DEMOCRATIC REPUBLIC OF CONGO, BORN 1956)

Mieux La Chenille Que Le Serpent

signed and dated 'Chéri Samba/ 1999' (lower left)

acrylic and glitter on canvas

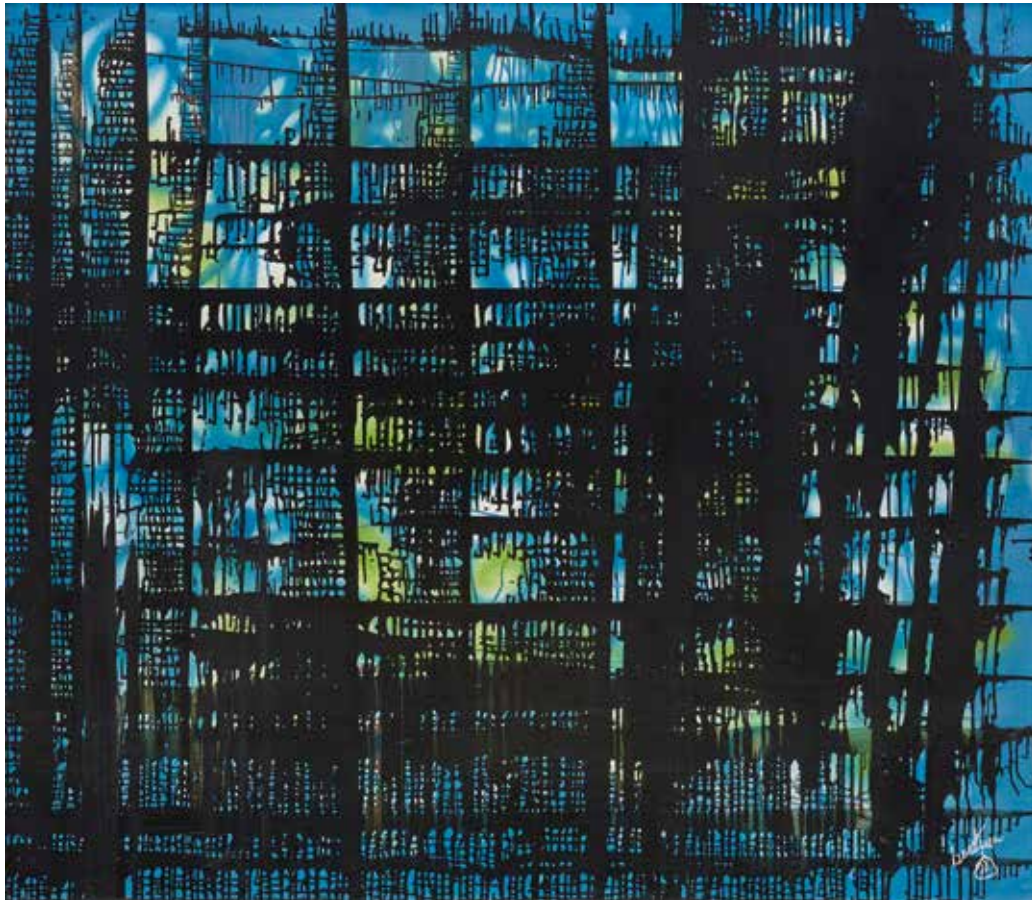
96 x 136cm (37 13/16 x 53 9/16in).

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000

The title of this work "Better the Caterpillar than the Snake" is the artist's statement that: *"If you have to choose something in nature that really changes, I will choose to be the caterpillar"*.



15

BERTINA LOPES (MOZAMBICAN, 1924-2012)

Enterrei a minha...

signed and dated 'Bertina / 98' (lower right); inscribed with artist's name, title, date and medium (verso)

oil on canvas

140 x 160cm (55 1/8 x 63in).

£5,000 - 7,000

€5,900 - 8,300

US\$6,500 - 9,100

Born in Maputo in 1924 to a Mozambican mother and Portuguese father, Bertina Lopes left for Lisbon to pursue a degree in painting and sculpture. It was in Lisbon where Lopes met and socialised with famous artists such as Carlo Botelho, Albertina Mantua, Costa Pinheiro

and Nuno Sampayo. She was influenced by avant-garde painting of Portuguese modernism. In this period the National Society of Fine Arts held an exhibition of Western painters and South American artists which also had a profound impact on Lopes.

In 1953 Lopes returned to Mozambique to teach at General Machado Girls' Technical School. However, during this period Lopes became politically involved, socializing with both Edoardo Mondlane, the founder of FRELIMO (Frente de Libertação do Moçambique), and Samora Machel, the future President of the Republic of Mozambique. She also married Virgílio de Lemos, whose anticolonial poem resulted in a trial for the desecration of the Portuguese flag in 1954. As a direct result of her increasing political activity, Lopes was forced to flee Mozambique for Portugal. After a significant amount of upheaval, in the early 1970s Lopes moved to Italy where she would stay for the remainder of her life.



16

EL ANATSUI (GHANAIAN, BORN 1944)

'Sacred Secrets Unfolding'

signed and dated '06

painted and incised wood

60 x 187cm (23 5/8 x 73 5/8in).

(19 planks)

£30,000 - 50,000

€35,000 - 59,000

US\$39,000 - 65,000



17

ERNESTO SHIKHANI (MOZAMBICAN , 1934-2010)

Figure

signed and dated 'Shikhani '89'

carved wood

41 x 33 x 17 cm. (16 1/8 x 13 6 11/16 in).

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500



18

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

'Frutos - Natureza Morta'

signed and dated 'Malangatana '67' (lower right)

oil on board

85 x 62cm (33 7/16 x 24 7/16in).

the carved frame is signed "Langa '73".

£5,000 - 8,000

€5,900 - 9,400

US\$6,500 - 10,000

The carved frame surrounding this work was created by the sculptor Naftal Langa.

The painting is accompanied by a certificate of authenticity signed by the artist.

19 *

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Watussi Chief's Wife, 1946

signed and dated 'Irma Stern 1946' (upper left); signed and inscribed 'Irma Stern Cape Town' (on the reverse), signed, titled and inscribed 'Watussi Chief's Wife Irma Stern The Firs Chapel Road Rosebank Cape Town' (on the stretcher), signed 'Irma Stern' (on the reverse of the frame)

oil on canvas in original Zanzibar frame

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

£400,000 - 600,000

€470,000 - 710,000

US\$520,000 - 780,000

Provenance:

Acquired from exhibition in Paris in 1947;

Donated as a wedding gift to the current owner's parents, 1949;

A private US collection.

Exhibited:

Paris, Galerie des Beaux Arts, *Irma Stern: Peintures d'Afrique*, Oct 1947, no. 15.

War prevented Stern from travelling further overseas, so in the artist made two trips to the Belgian Congo, one in 1942 and a further trip in 1946.

Her first trip was a great success and she returned with over two hundred works and also published her book '*Congo*', she exhibited these works in Johannesburg in the following year and these included her noted portraits of the Tutsi King and Queen. In a letter to Richard Feldman she states:

"My plans are to go up to Elisabethville by rail - truck my car - then get a chauffeur there - and motor for three days - then the road stops - and I can rail my car for 12 hours then I arrive at Albertville. I shall want to paint the Watussi"

Her 1946 excursion was very different in that she contracted malaria and more importantly in the four years that had passed political change had taken place, here was resentment at the Belgian colonial government and the population were restless. Stern discussed this with her friend Mona Berman:

"It was a hoodoo trip. The last time in the Congo everything went on oiled wheels. This time everything that could go wrong went wrong..... It is all quite a different world as to what I had in mind from former time - ... The Congo this time has a creeping horror for me"

That being said she returned with fourteen finished canvasses and many charcoal studies. The above work is one of two portraits of Tutsi (Watussi) aristocracy that were completed by Stern on this second trip and then exhibited in Paris in 1947. The nobility were portrayed as being tall descendants from Nilotic ancestry, exceptionally beautiful and noble in bearing.

In his preface to the catalogue Jean Cassou, Director of the Musée National d'Art Moderne praised the artist and stated that she had captured:



Galerie des Beaus Arts, Paris, 1947

"An expression of Africa by an African."

Jean Cassou

To Stern the Tutsi were a fascinating group, the elite with their aristocratic demeanour were subjects she wished to paint most fervently. She said:

"I am expecting a Watussi lady in tomorrow. They are grand – they do not walk or work – they are nobility."

The Tutsi are the second tribe in Rwanda and Burundi with the Hutu being the largest, but traditionally the Tutsi had held greater economic and governmental power. In 1994, following the assassination of the Rwandan and Burundi presidents there was a mass genocide of Tutsis, with between seven hundred thousand to one million being slaughtered. Also murdered in this killing spree were many Tutsi aristocracy and the Queen Rosalie Gicanda.

The above work is enclosed in a 'Zanzibar frame'. The artist reserved these special frames for her finest works. In a letter to the current owner the artist states:

"the frame of the picture is hand carved old Arab framing - taken off an antique Zanzibar - door. The picture was painted off center. I hope you are enjoying both. With best of wishes for the season".

Bibliography:

Berman, M, '*Remembering Irma*', Cape Town, 2003.

Cassou, Jean, '*Irma Stern, peintures*, Paris, Galerie des Beaux-Arts, 1947.



20

Z.J.S. NDI MANDE & SON (SOUTH AFRICA, ACTIVE 1940-1983)

An archive containing approx. 1,126 loose images and 4 albums containing approx. 692 images.
silver gelatin print on resin-coated paper
All approx. 14 x 9cm (5 1/2 x 3 9/16in). (sheet size)

£6,000 - 9,000

€7,100 - 11,000

US\$7,800 - 12,000

Provenance

Acquired directly by Alain Guisson, Brussels, circa 1980s;
Private Collection, Europe.

The Z.J.S. Ndimande photo studio was founded in Greytown, in the South African province of Natal in 1940. The family business changed hands to son Richard in 1968, which was a difficult task for Richard who struggled to operate the studio under the constraints of the Apartheid Government.

Laws such as the Group Areas Act, which effectively dislocated racial and ethnic groups to specific and completely new segregated areas had a major effect on the studio as Greytown was now considered a strictly white-only area. As a result, Richard moved the studio in 1968 to the semi-rural township of enHlalagahle located outside of Greytown. An incredibly poor and rough neighbourhood, many of Ndimande's loyal black clientele no longer visited the studio and business declined.

This important archive of studio photographs was taken between 1964-1983 during this immensely difficult period for the Z.J.S. Ndimande & Son Studio. Despite the pressures, these images reveal an alternative perspective to life under Apartheid rule. Clients were photographed in a very simple setting, with a parted black curtain as a backdrop. With very little attention given to the background, all attention was focused on the person.

Several of the sitters in this archive have sunglasses on, not only creating a sense of anonymity but adds to the stylised and humorous character of the studio, seeing as these were taken indoors. Some clutch vinyl of musicians popular at the time. One young woman solemnly gazes outwards holding a Bobby Womack record. Others are seen wearing their finest, and some are wearing the torn jeans they no longer can afford to replace.

In addition to this playful set of images, the archive also contains a series of photographs of individuals dressed head to toe in intricate Zulu beadwork. This was a craft that many women were traditionally taught as young girls both as a method for decoration and communication. It's likely that these images were taken for the women to later send to their loved ones located in a separate area or working in the mines at Kimberley. A visual alternative to a love letter.

The Z.J.S. Ndimande & Son studio were one of the few and incredibly important outlets where black South Africans could express themselves during Apartheid. This extremely rare archive of images offers a glimpse at the fun and creative flair that remained within ordinary life, even under such difficult circumstances.





21 *

ZANELE MUHOLI (SOUTH AFRICAN, BORN 1972)

Sasa, Bleecker, New York, 2016

archival pigment ink on Baryta Fibre paper

image size 42 x 56cm; sheet size 46 x 60cm

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500

Sasa, Bleecker is one of many powerful self-portraits from the series *Somnyama Ngonyama*, meaning 'Hail, the Dark Lioness' by Zanele Muholi. In most images within this body of work, Muholi provokes the

viewer with an intense and intimate gaze. This forces the viewer to question our intent, but also to reflect upon ourselves and how we view our own bodies. A wider critique of society's current obsession with selfies and image. Photographed between 2012-2018, Muholi has been forced to produce these works outside of South Africa where there is a lack of freedom to challenge both race and sexuality in such an explicit and sensual way. Produced in New York, *Sasa, Bleecker* is an example of her displacement however the series also consists of self-portraits that have been captured all over the globe from cities such as Amsterdam to Gaborone. *Somnyama Ngonyama* has been exhibited widely, most recently at Autograph ABP, London and the 2019 Venice Biennale. This May Muholi will have their first major mid-career survey at the Tate Modern, London.



22 *

ZANELE MUHOLI (SOUTH AFRICAN, BORN 1972)

Isiilo XX

inkjet print on cotton fibre-based paper, Baryta coated
48 x 48cm (18 7/8 x 18 7/8in). image size.

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500



23 * TP

MOHAU MODISAKENG (SOUTH AFRICAN, BORN 1986)

Untitled (Frame XIV), 2013

ink-jet print on Epson UltraSmooth

200 x 150cm (78 3/4 x 59 1/16in).

from an edition of 3 with 2 artist's proofs.

Illustrated

Mohau Modisakeng, with essays by Hlonipha Mokoena, Ruth Simbao, and Ashraf Jamal, (WHATIFTHEWORLD), p.27

£6,000 - 9,000

€7,100 - 11,000

US\$7,800 - 12,000



24

ROBERT GRIFFITHS HODGINS (SOUTH AFRICAN, 1920-2010)

Balancing Act: a triptych (2003)

bottom panel titled, signed and dated (verso)

oil on canvas

each panel 91.5 x 122cm (36 x 48 1/16in).

(3)

£60,000 - 90,000

€71,000 - 110,000

US\$78,000 - 120,000

Provenance

Acquired from Simon Mee Fine Art, London in 2003.

Exhibited

London, Simon Mee Fine Art, *Robert Hodgins*, September 2003.

There are paintings that stem from memory and from a sombre look at the human condition. Paintings about the construction and confusion of contemporary urban life, but also paintings about the pleasures of being alive, pleasures that crowd in upon the pessimism everywhere - that crowd in and refuse to be ignored" (Robert Hodgins, Goodman Gallery, 2000).

This triptych, with its vibrant colours and playful composition, perfectly communicates the joys of existence. Looking at the orange, red, and yellow hues, one can almost feel the sun on one's face. The comic incongruity of the precariously balanced acrobat in his crisp business suit is a reminder that life's absurdity is something to be celebrated; we should not fall into the trap of taking ourselves too seriously.

This drive to find fun, to seek pleasure, was partly born out of the artist's experiences during the Second World War. He joined the South African Union Defence Force in 1940, and saw active service in Kenya and Egypt before being discharged. At the end of the war, he returned to London. This gloomy period, with rationing still in full force and many in mourning, continued to inform his outlook for the rest of his life. One should not take beauty for granted; it should be savoured.

Hodgins painted *Balancing Act* at the age of 83. The impressive scale and energy of the piece reveal a man determined to live life to the full, even in his twilight years.

Bibliography

S.Fraser, ed. *Robert Hodgins*, (Cape Town, 2002), pp.12-13.



25

CHÉRI SAMBA
(DEMOCRATIC REPUBLIC OF CONGO, BORN 1956)

Le collège de la Sagesse
 signed and dated 'Chéri Samba/ 2005'
 acrylic on canvas
 120 x 150cm (47 1/4 x 59 1/16in).

£15,000 - 20,000
 €18,000 - 24,000
 US\$20,000 - 26,000

Provenance

Acquired directly from the artist in 2011.

The artist has given this work the title "The College of Wisdom". The current owner's uncle was an Administrateur de Territoire au Congo in the 1940s and fostered his nephew's interest in the country and its artists.

This painting was acquired directly from the artist in 2011. The owner's uncle had been an Administrateur de Territoire au Congo in the 1940s, and fostered his nephew's interest in the country and its artists.



26

CHÉRI SAMBA

(DEMOCRATIC REPUBLIC OF CONGO, BORN 1956)

Les Tours de Babel dans le monde

signed and dated 'Chéri Samba 1999' (lower right)

acrylic and glitter on canvas

113 x 143cm (44 1/2 x 56 5/16in).

£15,000 - 20,000

€18,000 - 24,000

US\$20,000 - 26,000

A 1991 version of this work was exhibited at the Venice Biennale in 2007.



27 *

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

The Drummer
oil on canvas
146 x 83cm (57 1/2 x 32 11/16in).

£60,000 - 90,000
€71,000 - 110,000
US\$78,000 - 120,000

Provenance

The Asele Institute Collection, Nigeria:
A private collection, Nigeria.

Illustrated

P. Chike Dike and P. Oyelola (eds.) Master of Masters Yusuf Grillo: His Life and Works, (Nigeria, 2006), p.64

A founding member of the Zaria Art Society, 'Drummer' is one of Yusuf Grillo's most recognisable works. A re-occurring theme throughout his artistic career, the drum evokes childhood memories for Grillo. A time before radio and television were common place, the drum was often used to produce music for various functions such as birthdays, naming ceremonies, funerals and weddings.

This painting was most likely executed in the 1960s, painted in the artist's characteristic blue and purple palette

Bibliography

P. Chike Dike and P. Oyelola (eds.) Master of Masters Yusuf Grillo: His Life and Works, (Nigeria, 2006), pp.60-116.



28

PROF. UCHE OKEKE (NIGERIAN, 1933-2016)

The Crucifixion

signed and dated 'C UCHE OKEKE/ 1963' (lower left)

gouache

50 x 34.5cm (19 11/16 x 13 9/16in).

£15,000 - 20,000

€18,000 - 24,000

US\$20,000 - 26,000

Provenance

Acquired from the artist by A.R. Jellings;

A private collection.

On his return from Germany in 1963, Uche Okeke became the Art Director of the Mbari Art Centre in Enugu. In that year was the Passion of Christ was a recurring theme for the artist. He had produced the stained-glass designs of the 'Fourteen Stations of the Cross' in Munich earlier in the year.

A.R. Jellings was a founder member of the Mbari Club, Ibadan, where he was employed by the Nigerian Tobacco Company. He worked in Nigeria from 1958-66 and knew the artist well.



29

PROF. UCHE OKEKE (NIGERIAN, 1933-2016)

Head study

signed and dated 'Uche Okeke 1961' (lower left)

oil on board

33 x 21cm (13 x 8 1/4in).

£20,000 - 30,000

€24,000 - 35,000

US\$26,000 - 39,000

Provenance

Acquired from the artist by A. R. Jellings.

Uche Okeke, along with fellow artists, Demas Nwoko, Yusuf Grillo and Oseloka Osadebe, was one of the founding members of the Zaria Art Society. Graduating from art college in the early 1960s, the aesthetic of these young artists was formed in response to Nigeria's recent independence from Britain. They propounded a new style that they termed 'natural synthesis'. Whilst the group firmly rejected the continued imposition of European artistic traditions and education, the society recognised that some benefits could be obtained from adapting the existing institutions to be more sympathetic to the Nigerian environment and psyche.

In his presidential address at the first anniversary of the Art Society in 1959, Okeke outlined his understanding of natural synthesis and the importance of art in defining an independent national identity:

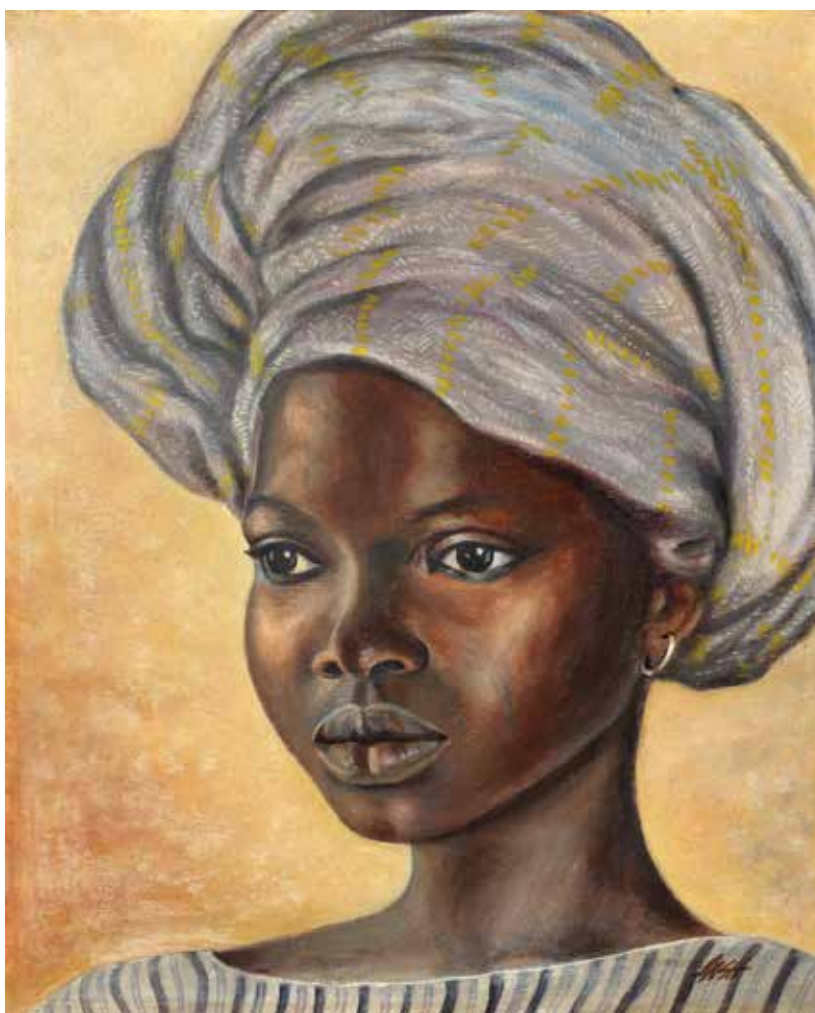
"We must fight to free ourselves from mirroring foreign culture...We must have our own school of art independent of European and Oriental schools, but drawing as much as possible from what we consider in our clear judgment to be the cream of these influences, and wedding them to our native art culture." (Okeke, *Art in Development*, p.1)

In this oil study, we can see this fusion; the work draws on the European tradition of the profile portrait, but is executed in bold, stylised lines more reminiscent of *uli*, a traditional Igbo art form.

A.R. Jellings was a founder member of the Mbari Club, Ibadan, where he was employed by the Nigerian Tobacco Company. He worked in Nigeria from 1958-66 and knew the artist well.

Bibliography

C. Okeke-Agulu, *Post-colonial Modernism: Art and Decolonization in Twentieth-Century Nigeria*, (Durham, 2015), pp.99-105.



30

AKINOLA LASEKAN (NIGERIAN, 1921-1972)

Portrait of a girl wearing a headscarf signed 'LASH' (lower right); bears label inscribed 'Painted by A. Lasekan in Nigeria. Bought at his studio in a small village near Owo. W. Nigeria. 1955.' (verso)

oil on canvas

39.5 x 32cm (15 9/16 x 12 5/8in).

£4,000 - 6,000

€4,700 - 7,100

US\$5,200 - 7,800

Provenance

Acquired from artist's studio near Owo, Nigeria, circa 1950s.
By direct descent to current owner.

This portrait was acquired directly from the artist by the then head of the teacher training college for the Church Missionary Society.

Lasekan is widely acknowledged as one of the first artists in Nigeria to pioneer a modern, realist aesthetic. Denied access to formal art education, he taught himself to paint through correspondence courses. The experience was so rewarding, he later established his own correspondence art school which spawned talents such as Uche Okeke. Lasekan's tireless efforts to make art education more accessible were recognised in 1966 when he was appointed Associate Fellow of the Institute for African Studies at the University of Ife. He would hold this position until his death.

Lasekan first captured the public's attention with his acerbic cartoons for the newspaper, *The West African Pilot*. His drawings lampooned British colonial establishments and attitudes, earning him the nickname 'Lash'.

In 1943, he took up oil paintings and executed a number of portrait studies, primarily from the Yoruba ethnic group. This sensitive depiction of a young girl exemplifies Lasekan's talent for capturing expression and feeling.

Bibliography

Offoedu-Okeke, *Artists of Nigeria*, (Milan, 2012), p.44.

LOT 31 - NO LOT



32

ARMAND BOUA (IVORIAN, BORN 1978)

Untitled, 2013

signed 'BOUA' (lower right)

tar and acrylic on cardboard

95 x 82cm (37 3/8 x 32 5/16in).

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500

Provenance

Acquired from the Jack Bell Gallery, London in 2014.
Saatchi Collection.

Exhibited

London, Saatchi Gallery, Pangea II: New Art from Africa
and Latin America, 2015

Literature

Saatchi Gallery, Pangea II: New Art from Africa and Latin America,
2015, p.46

Armand Boua lives and works in the Ivory Coast capital of Abidjan. A bustling, urban and industrial West African city, its children are at the heart of Boua's work. Street children are vulnerable to abduction, slave labour and sex trafficking. The dark undertones are nonetheless evident with materials such as torn card, scraped paint and tar. However once all these textures are merged together, they show children smiling and often playing sport. Creating a tension between their innocence and the danger that they face.



33

DAWIT ABEBE (ETHIOPIAN, BORN 1978)

X Privacy 2, 2011
signed and dated (lower right)
mixed media drawing on paper
140 x 100cm (55 1/8 x 39 3/8in).

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500

Provenance

Acquired from Kristin Hjellegjerde Gallery, London in 2014.
Saatchi Collection.

Exhibited

London, Kristin Hjellegjerde Gallery, Trade Roots, 2014
London, Saatchi Gallery, Pangaea II: New Art from Africa

Literature

Saatchi Gallery, Pangaea II: New Art from Africa and Latin America,
2015, p.14

Dawit Abebe typically depicts men facing away from the viewer's gaze, creating a sense of being a voyeur. Their muscular bodies are outlined with pencil and filled in with rough chunks of chalk. The anxious grip on the tv reveals a worry for mass media and technology. It dominates the work in the same way technology dominates everyday life. In this series Dawit Abebe comments on the uncertainty that such transformation is bringing to life in Ethiopia and the rapidly developing city of Addis Ababa. In the present lot, tower blocks are sprouting out of the shadow. Almost a reflection of George Orwell's dystopian *Nineteen Eighty Four* novel.



34

VINCENT MICHEA (FRENCH, BORN 1963)

NÂ°16, 2006

acrylic on canvas

130 x 130cm (51 3/16 x 51 3/16in).

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500

Provenance

Acquired from the Jack Bell Gallery, London in 2013.
Saatchi Collection.

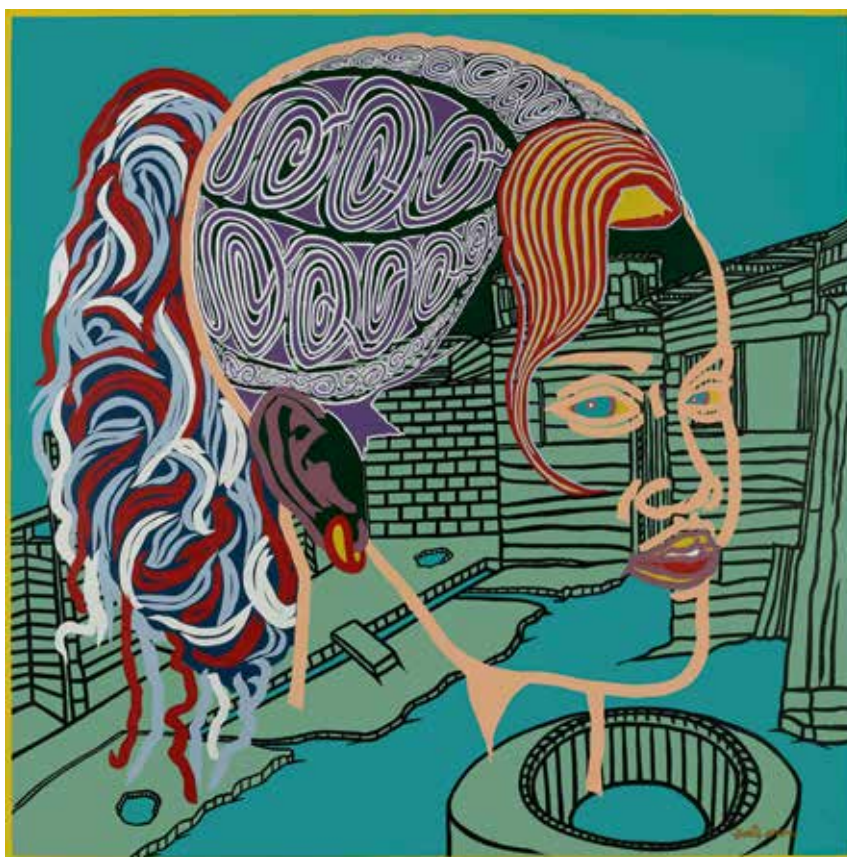
Exhibited

London, Saatchi Gallery, Pangaea: New Art from Africa
and Latin America, 2014

Literature

Saatchi Gallery, Pangaea: New Art from Africa and Latin America,
p.109

Vincent Michea's graphic style is heavily influenced by the Pop Art movement, particularly artists such as Roy Lichtenstein and Andy Warhol. He moved to the Senegalese capital Dakar from Paris in 1986 as a graphic designer focusing on cinema and music. In the middle of such a vibrant city, Michea became obsessed with West African music, and specifically a collector of African vinyl. The present lot not only shows his love of Senegalese popular culture, but highlights the growing widespread popularity that African music has today.



35 *

BORIS NZEBO (CAMEROON, BORN 1979)

Madame Trottoir, 2009

acrylic on canvas

120 x 120cm (47 1/4 x 47 1/4in).

£5,000 - 8,000

€5,900 - 9,400

US\$6,500 - 10,000

Provenance

Acquired from the Jack Bell Gallery, London in 2013.

Saatchi Collection.

Exhibited

London, Saatchi Gallery, Pangaea: New Art from Africa and Latin America, 2014

London, Saatchi Gallery, Pangaea II: New Art from Africa and Latin America, 2015

Literature

Saatchi Gallery, Pangaea: New Art from Africa and Latin America, 2014, p.137

Boris Nzebo started his artistic career painting signs for barbershops in Cameroon's largest city and economic capital Douala.

This experience acted as a catalyst for Nzebo's growing fascination with the representation of different hairstyles. A medium of creativity and perfectionism used to convey identity, social status and ones political stance. For example, in the present lot the subjects hair dominates the canvas. Nzebo has carefully and meticulously illustrated different styles, such as the corn row braids at the scalp, the delicate strand falling on the subjects face and the tumbling ponytail. The plaited heads of his subjects are reminiscent of the late Nigerian photographer J. D. 'Okhai Ojeikere' who focused on the beauty of hair braiding. The vivid layers and fine lines are also undeniably influences by the works of Patrick Caulfield, who simplified scenes with graphic, block colour.



36 *

EPHREM SOLOMON (ETHIOPIAN, BORN 1983)

Untitled 2013 (three women with red/white background)
woodcut and mixed media
90 x 95cm (35 7/16 x 37 3/8in).

£4,000 - 6,000

€4,700 - 7,100

US\$5,200 - 7,800

Provenance

Acquired from Tiwani Contemporary Gallery, London in 2014.
Saatchi Collection.

Exhibited

London, Tiwani Contemporary, Ephrem Solomon: Untitled Life, 2014
London, Saatchi Gallery, Pangaea II: New Art from Africa and Latin America, 2015

Literature

Saatchi Gallery, Pangaea II: New Art from Africa and Latin America, 2015, p.144

Part of his '*Untitled*' series, Ephrem Solomon depicts the everyday life and tension of the Ethiopian capital, Addis Ababa, a city undergoing incredible change with a rapid rise in construction. The present lot depicts three solemn looking characters, all awkwardly looking in different directions. Their bodies and outfits morph into one solid black block, devoid of colour. The contrasting and almost hypnotic backdrop of red and white squares are reminiscent of staged studio photography common across the African continent. Normally these photographic scenes are much more playful, however here they are muted and avoiding eye contact with the viewer.



37

MIKHAEL SUBOTZKY (SOUTH AFRICAN, BORN 1981)

Leon (at the back of the hospital) Beaufort West Hospital, 2006

lightjet c-print on fuji crystal archive paper

Image: 106 x 128.7 cm Paper: 126 x 147.7cm

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500

Provenance

Acquired at The Goodman Gallery, South Africa in 2011.
Saatchi Collection.

Exhibited

London, Saatchi Gallery, Out of Focus: Photography, 2012

London, Saatchi Gallery, Pangaea II: New Art from Africa
and Latin America, 2015

London, Saatchi Gallery, Dead: A Celebration of Mortality, 2015

Literature

Saatchi Gallery, Out of Focus: Photography, p.2

An award-winning South African photographer, Mikhael Subotzky was first attracted to documenting Beaufort West's centrally located prison, situated at the intersection of two major national roadways. The peculiar geography of this small Karoo town became a much wider focus. Beaufort West has been described by the South African Human Rights Commission as 'an isolated town that has not broken away from the shackles of South Africa's past, where economic and social integration is severely limited. In this series, Subotzky documents the town's violence, poverty and existing segregation. *Leon (At The Back Of The Hospital)* sadly depicts the violent culture that many young men experience in this small town. An important series in Subotzky's oeuvre of work, it was exhibited at the Museum of Modern Art, New York in 2008-2009.



38 TP

ABOUDIA ABOUDLAYE DIARRASSOUBA (IVORIAN, BORN 1983) Literature

Daloa 29, 2011

mixed media and acrylic on canvas

180 x 400cm (70 7/8 x 157 1/2in).

Saatchi Gallery, Pangaea, 2014, p.19

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 23,000

Provenance

Acquired from the Jack Bell Gallery, London in 2012.
Saatchi Collection.

Exhibited

London, Jack Bell Gallery, The Battle for Abidjan, 2011

London, Saatchi Gallery, Pangaea: New Art from Africa and Latin America, 2014

London, Saatchi Gallery, Pangaea II: New Art from Africa and Latin America, 2015



39 TP

DAVID KOLOANE (SOUTH AFRICAN, 1938-2019)

The Night Has A Thousand Eyes, 2007-2008

mixed media on paper

128 x 300cm (50 3/8 x 118 1/8in).

£4,000 - 6,000

€4,700 - 7,100

US\$5,200 - 7,800

Provenance

Acquired from The Goodman Gallery, South Africa in 2013.
Saatchi Collection.

Exhibited

London, Saatchi Gallery, Pangaea: New Art from Africa and Latin America, 2014

Literature

Saatchi Gallery, Pangaea II, 2015, p.62-63

Whitechapel Gallery, Seven Stories: About Modern Art in Africa, 1995, p.265

The Night has a Thousand Eyes depicts churchgoers finding their way around a township at night, with the ominous presence of scattered dogs whose eyes glow a neon yellow. Throughout his artistic career, dogs were a recurring theme in Koloane's work. They were a symbol of violence and control, often unleashed to attack black South Africans under the Apartheid regime.

A strong critic of the control of spaces for black South Africans and the limitations black artists had to practice, Koloane joined forces with a collective of artists and founded the Thupelo workshops. Later he also created a complex of studio spaces called the Bag Factory in Johannesburg to empower up and coming artists.



40

DYLAN LEWIS (SOUTH AFRICAN, BORN 1964)

S395 Stalking Cheetah Pair I Maquette

signed and numbered 'Dylan Lewis/ S395/ 2/15' (verso of base)

bronze

34 x 77 x 22cm (13 3/8 x 30 5/16 x 8 11/16in).

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 23,000



41

DYLAN LEWIS (SOUTH AFRICAN, BORN 1964)

S397 Tiger Pair I Maquette

signed and numbered 'Dylan Lewis S397 2/15' (to the reverse of the right tiger's hind leg)

bronze

27.5 x 63 x 36.5cm (10 13/16 x 24 13/16 x 14 3/8in).

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000



42

DYLAN LEWIS (SOUTH AFRICAN, BORN 1964)

S396 Resting Lion II Maquette

signed and numbered 'Dylan Lewis/ S396 2/15' (to the reverse of the sculpture)

bronze

39.5 x 51.5 x 38cm (15 9/16 x 20 1/4 x 14 15/16in).

£10,000 - 18,000

€12,000 - 21,000

US\$13,000 - 23,000



43

DYLAN LEWIS (SOUTH AFRICAN, BORN 1964)

S393 Running Cheetah Trio I Maquette

signed and numbered 'Dylan Lewis 2/15 S393'

bronze

33.5 x 60 x 21cm (13 3/16 x 23 5/8 x 8 1/4in). including base.

£7,000 - 10,000

€8,300 - 12,000

US\$9,100 - 13,000



These works were purchased by Sir Richard Branson with other supporters to create a collection that showcases the best of Contemporary Art from Africa. Sir Richard commented at the time:

“I have been fascinated by Africa for many years, and it’s been a wonderful experience building a collection of art that reflects the energy, diversity and hope for the future of all the people of this great continent.”

Property sold to benefit Virgin Unite & The African Arts Trust

Lots 44 - 60

They are being sold with the majority of the proceeds being donated to the two charities:

Virgin Unite is the entrepreneurial foundation of the Virgin Group and the Branson family. We embrace the same bold, innovative, spirit that Virgin uses to transform business for good and apply it to the world’s toughest challenges facing people and the planet.

At Virgin Unite we believe that so much more can be achieved when working together. That’s why we’re committed to forming successful collaborations, multiplying resources, inspiring others to join us, and creating impact at scale. We proudly collaborate with organisations that work towards bold and courageous goals and that is why we talk about “contributing to” impact rather than delivering it single-handedly. Our overheads are covered by Richard Branson and the Virgin Group, which means that 100% of all donations received go directly to initiatives we create or support.

The African Arts Trust acts as a catalyst for the emergence and growth of locally managed and sustainable contemporary visual art organisations in Africa. It is a charitable trust set up to support visual artists by the collector and philanthropist, Robert Devereux. The trust is based on years of frequent travel to Africa and the recognition that there is a wealth of talented visual artists whose opportunities are stifled by the lack of resources available locally in the visual arts sector.





**PROPERTY SOLD TO BENEFIT VIRGIN UNITE
& THE AFRICAN ARTS TRUST**

44

ELIAS SIME (ETHIOPIAN, BORN 1968)

Landscape 1 Min Neber ?

acrylic on canvas with yarn stitch and bottle-top
123 x 76cm (48 7/16 x 29 15/16in).

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000

Provenance

Acquired directly from the artist in 2008.

Exhibited

Addis Ababa, Italian Cultural Institute, Min Neber, 2004.

Sime's 2004/05 'Min Neber?' exhibition at the Italian Cultural Institute in Addis Ababa was his first solo show. Here the artist displayed works in response to the spiritual practices of the ethnic groups from province of Gurage . The stitches on his canvasses were smaller than in his previous exhibitions and new media such as bottle caps were introduced.

The above work was acquired with the assistance of Meskerem Assegued, director of Zoma Contemporary Art Centre, Addis Ababa.



**PROPERTY SOLD TO BENEFIT VIRGIN UNITE
& THE AFRICAN ARTS TRUST**

45 TP

NNENNA OKORE (NIGERIAN, BORN 1975)

Ahioko

clay and burlap

86 x 112cm (33 7/8 x 44 1/8in).

£10,000 - 15,000

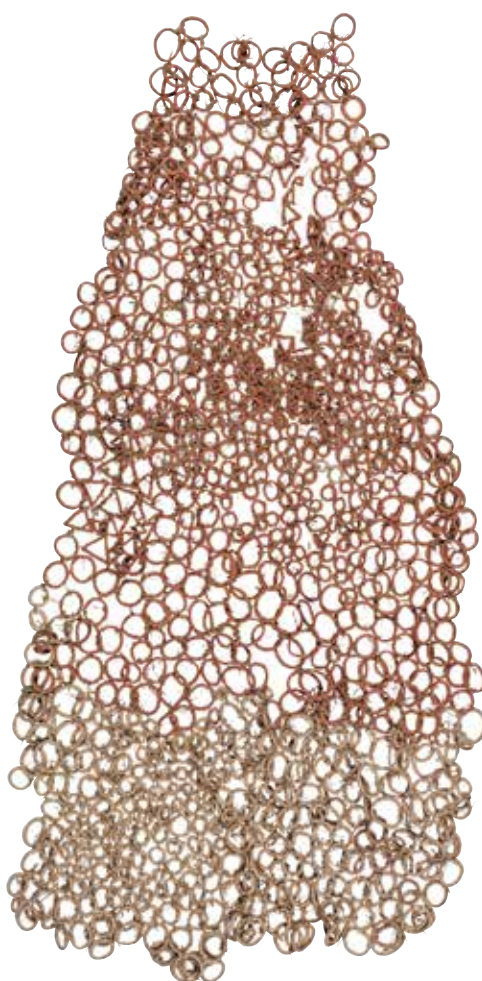
€12,000 - 18,000

US\$13,000 - 20,000

Provenance

Acquired from William Karg Contemporary African Art Gallery in 2008.

Born in Australia, Nnenna Okore was raised in both Swaziland and Nigeria, later completing her degree at the University of Nigeria Nsukka. She has trained with El Anatsui, and has since developed her own distinctive style using different textures and organic materials such as the intricate pieces of clay woven with burlap seen here in Ahioko. Okore also makes a conscious effort to work with found objects and nature to create large scale abstract works.



**PROPERTY SOLD TO BENEFIT VIRGIN UNITE
& THE AFRICAN ARTS TRUST**

46 TP

NNENNA OKORE (NIGERIAN, BORN 1975)

Lace

clay and rope

220 x 69cm (86 5/8 x 27 3/16in).

unframed.

£7,000 - 10,000

€8,300 - 12,000

US\$9,100 - 13,000

Provenance

Acquired from the William Karg Contemporary African Art Gallery
in 2008.



**PROPERTY SOLD TO BENEFIT VIRGIN UNITE
& THE AFRICAN ARTS TRUST**

47

PETERSON KAMWATHI (KENYAN, BORN 1980)

Ram I, II & III, a triptych
all signed "P Kamwathi" (lower right) and extensively inscribed
charcoal and coloured chalk
112 x 112cm (44 1/8 x 44 1/8in).
(3).

£7,000 - 10,000

€8,300 - 12,000

US\$9,100 - 13,000

Provenance

Acquired directly from the artist.

Exhibited

Ed Cross Fine Art, London, Peterson Kamwathi: Matter of Record, 2010.

Following on from his iconic *Constitutional Bull*, woodcut series Kamwathi lived through the disputed 2007/8 General elections, one of the most dangerous and violent moments in Kenya's post-colonial history where the country inched towards civil war along ethnic lines. Kamwathi was among several artists who felt compelled to respond to events as they unraveled. In earlier drawings the sheep had become to represent citizens in the face of both local and global malign forces.

But in these extraordinary drawings produced in real time, Kamwathi depicts the country's political leaders as rams strutting and preparing to charge whilst mayhem is unleashed on the citizenry, their property and the very fabric of society.



**PROPERTY SOLD TO BENEFIT VIRGIN UNITE
& THE AFRICAN ARTS TRUST**

48

JULIEN SINZOGAN (BENINESE, BORN 1957)

Egun I, II, III, a triptych.

all signed "Sinzogan" (lower right / lower centre)

mixed media on canvas

I & II 90 x 130cm (35 7/16 x 51 3/16in), III 99 x 125cm (39 x 49 3/16in).

unframed, (3).

£20,000 - 30,000

€24,000 - 35,000

US\$26,000 - 39,000

Provenance

Acquired from the October Gallery, London in 2008.

To Sinzogan an "Egun" or ancestor figures were venerated, these are spirits that have led a praiseworthy life in their earthly existence. Periodically, however, during the Egun masquerades, the ancestor spirits manifest in the human world where they interact with those descendants who remember them.

Here the ancestors return, wearing richly embroidered costumes and masks to cloak their identities performing dynamic, whirling dances as they ritually renew the contact between the spirits and their living descendants.



**PROPERTY SOLD TO BENEFIT VIRGIN UNITE
& THE AFRICAN ARTS TRUST**

49

RICHARD ONYANGO (KENYAN, BORN 1960)

I love Africa

signed and dated 'Richard/ Malindi Kenya/ 2003' (lower right);

titled 'I Love Africa/ Serial II/ Vol.II' (lower right)

acrylic on canvas

80 x 100cm (31 1/2 x 39 3/8in).

£4,000 - 6,000

€4,700 - 7,100

US\$5,200 - 7,800

Provenance

Acquired directly from the artist in 2007.

Onyango is mostly famous for his iconic series of paintings documenting his love affair with Drosie Dawes the British medical doctor whom he met while he was a drummer in a band. The affair was cut short by Drosie's sudden death nine months after they had met. Onyango's early paintings had mostly been of buses but the death of his beloved girlfriend triggered a flow of works memorialising key moments in their relationship. The paintings are much more than one man's grief over the loss of his partner but explore the coexistence of romantic love, racism, inequality and the West's often harmful obsession with Africa. I Love Africa is a major work because it distills the elements of Onyango's oeuvre, where Africa is an objectified plaything of the Western visitor and simultaneously an irresistible force.



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50

RICHARD ONYANGO (KENYAN, BORN 1960)

Kangalika on Broken Road in 1969

signed and dated 'Richard/ Malindi Kenya/ 2005' (lower right);

titled 'Kangalika on Broken Road in 1969/ Serial II' (lower right)

acrylic on canvas

80 x 100cm (31 1/2 x 39 3/8in).

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500

Provenance

Acquired directly from the artist in 2007.

Richard Onyango is one of Africa's most important artists.

Made famous by Andre Magnin and Jean Pigozzi in the 1980's he had worked as a drummer in a band and later as a bus conductor before becoming a full time painter. Fascinated by buses and vehicles including trains from a young age, Onyango, with his near perfect powers of visual recall, recreated buses and other vehicles that he had seen as a boy.

This painting is one of the finest example from this long-running series and one of the artist's favourite paintings. Onyango has long been fascinated by the concept of development. Excited by the vision of his country and continent harnessing and embracing technology to increase prosperity for its citizens. Central to this is a reverence for the machine and its maintenance. The bus named Kangalika once glimpsed by the nine year old Onyango is not a sentimental painting, it is a kind of hymn to the bus driver and his machine's struggle against the wilderness and a commentary on the price of infrastructural neglect.



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51

LOVEMORE KAMBUDZI (ZIMBABWEAN, BORN 1978)

Crime doesn't pay
signed and dated "Kambudzi 2001" (lower right)
oil on canvas
84 x 128cm (33 1/16 x 50 3/8in).
unframed.

£3,000 - 5,000
€3,500 - 5,900
US\$3,900 - 6,500

Provenance

Acquired from the Delta Gallery.

Lovemore Kambudzi is the supreme documenter and satirist of Zimbabwean everyday life, his paintings are often outspoken in their criticisms of those in power but his probing vision takes in the whole sweep of life including, in this case, young men who handle stolen goods, apprehended by the police for a crime they have committed."

"People say I am a political painter, that's not true even though the works may speak to the political developments in the country. I paint what I see. The truth. That's all." - Lovemore Kambudzi



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52 TP

LOVEMORE KAMBUDZI (ZIMBABWEAN, BORN 1978)

Mukuwisi junk yard

signed and dated 'Lovemore Kambudzi 2007' (lower left) signed,
inscribed 'Mukuwisi Junkyard 2007' (verso)

oil on canvas

153 x 250cm (60 1/4 x 98 7/16in).

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500

Provenance

Acquired directly from the artist.

Kambudzi used to pass through this junkyard on his way to and from school where children would climb in to the cars and imagine themselves as drivers and future car owners. Often his friends would play in the cars whilst he sketched them.

Kambudzi's paintings delight in exposing the untidy corners of Zimbabwean society but always exude empathy and a huge affection for the cityscapes, landscapes and protagonists.



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53

GERARD QUENUM (BENINESE, BORN 1971)

Decimes I

mixed media

112 x 120cm (44 1/8 x 47 1/4in).

£3,000 - 5,000

€3,500 - 5,900

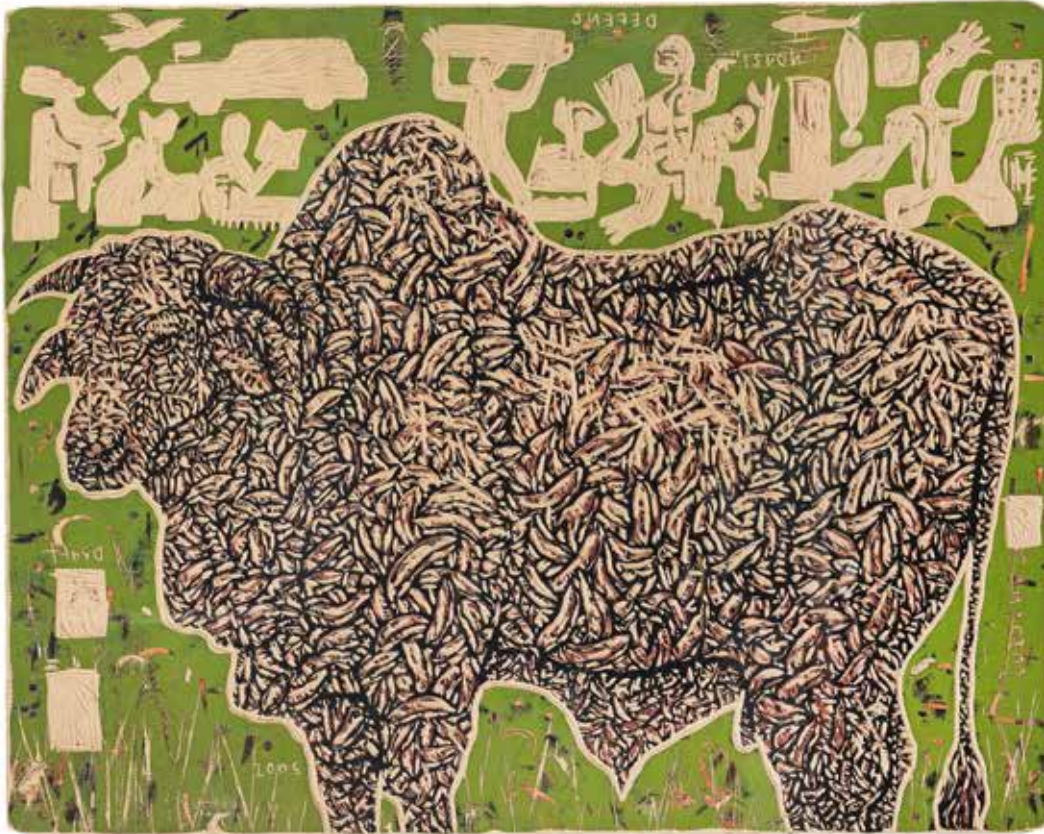
US\$3,900 - 6,500

Provenance

Acquired from the October Gallery, London, 2008.

The title "Decimated" eloquently describes this work. Quenum's trademark doll is set amid a decimated bleak landscape.

To the artist the doll is the remains of overseas aid parcels sent to Africa by well-meaning organisations that imagine that the discarded toys of first-world children are something that might aid an African child's development.



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54

PETERSON KAMWATHI (KENYAN, BORN 1980)

Ndizi from the Constitutional Bulls series
inscribed 'Draft' and dated '2005', inscribed 'Bomas' (verso)
oil on incised woodcut plate
60 x 76cm (23 5/8 x 29 15/16in).

£6,000 - 9,000

€7,100 - 11,000

US\$7,800 - 12,000

Provenance

Acquired directly from the artist.

Much of Kamwathi's work refers to historically important events. Elsbeth Court writes:

"Kamwathi extended the reference to the iconic bull to cover the 2002-3 Constitutional Conference which met in a large venue known as the Bomas of Kenya. Thus the drafting of that power-sharing constitution became known as the "Bomas Process". The then government offered the public an altered version of the "Bomas Draft", which when put to a national referendum was roundly defeated and resulted in frustrating stalemate. These events set Kimathi to devise his epic **Constitutional Bulls** series (2005-8) of twelve woodcut blocks. The outline of each bull is filled with a distinct motif for instance the Ndizi Bull with Bananas the referendum's sign for YES"

The artist then produced a small edition of no more than two to three woodblock prints including artist's proofs. The original woodcut plates are the only unique works from this process.



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55

MISHECK MASAMVU (ZIMBABWEAN, BORN 1980)

Echo of locking doors

signed 'M Masamvu' (lower right)

oil on board

59.5 x 53cm (23 7/16 x 20 7/8in).

Masamvu was mentored by Helen Lieros of the influential Delta Gallery and is now represented by Goodman Gallery.

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000

Provenance

Acquired at Delta Gallery, Zimbabwe, 2007



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56

RICHARD WITKANI (ZIMBABWEAN)

Precious (recto); Village scene (verso)
signed and dated 'Richard Witkani 2007' (lower left)
oil on board
65 x 45.5cm (25 9/16 x 17 15/16in).

£3,000 - 5,000
€3,500 - 5,900
US\$3,900 - 6,500

Provenance

Acquired from Delta Gallery, Zimbabwe in 2007.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



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57
GEORGE LILANGA DI NYAMA (TANZANIAN, 1934-2005)
 Hunger, 1993
 signed "Lilanga" (lower right)
 oil on canvas
 104 x 71cm (40 15/16 x 27 15/16in).
 unframed.

£3,000 - 5,000
 €3,500 - 5,900
 US\$3,900 - 6,500

Provenance
 Acquired from Gallery Watatu, Nairobi, 2008.

The above work was acquired from Ruth Schaffner's Gallery Watatu in Nairobi and predates the rise of Lilanga's more intensive studio production.



**PROPERTY SOLD TO BENEFIT VIRGIN UNITE
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58

GEORGE LILANGA DI NYAMA (TANZANIAN, 1934-2005)

Untitled

signed 'Lilanga' (lower right)

oil on cut metal

122 x 123cm (48 1/16 x 48 7/16in).

unframed.

George Lilanga produced a limited number of works on metal during his career.

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500

Provenance

Acquired from the Real Art Gallery, Tanzania in 2008.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



**PROPERTY SOLD TO BENEFIT VIRGIN UNITE
& THE AFRICAN ARTS TRUST**

59

GEORGE LILANGA DI NYAMA (TANZANIAN, 1934-2005)

Gulf War Soldier, 1991, a pair
both signed 'Lilanga' on base
carved and painted wood
38 x 70cm (14 15/16 x 27 9/16in) and 32 x 71cm (12 5/8 x 27
15/16in)
(2).

£5,000 - 8,000

€5,900 - 9,400

US\$6,500 - 10,000

Provenance

Acquired from Real Art Gallery, Tanzania, in 2008.

George Lilanga's work is steeped in the Makonde cosmology of the "Shetani" or spirits whilst almost exclusively dealing with the every day trials, tribulations and comedies of East African life. These works that are specifically inspired by the 1990-91 Gulf War are unique in referencing a major global event which was of intense interest to East Africa's Muslim population.



**PROPERTY SOLD TO BENEFIT VIRGIN UNITE
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60

GERARD QUENUM (BENINESE, BORN 1971)

Le Richard

signed 'Quenum Gerard' (verso)

mixed media

170 x 35cm (66 15/16 x 13 3/4in).

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500

Provenance

Acquired from the October Gallery, London, 2008.



61

STEVEN COHEN (SOUTH AFRICAN, BORN 1962)

Six Commemorative Plates for Johannesburg Mayoral Arts Ball (1992)

two initialed and dated 'SC '92' (to underside)

silkscreened, hand coloured ceramics

three 25cm in diameter; two 23cm in diameter; one 18cm in diameter

(6)

In February 1992 the artist produced a range of decorated tableware installations for the Johannesburg Mayoral Arts Ball.

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500



62

NORMAN CLIVE CATHERINE (SOUTH AFRICAN, BORN 1949)

Piscivorous Maquette

signed and numbered 'N. Catherine 5/16' (to base)

bronze

51 x 21 x 34cm (20 1/16 x 8 1/4 x 13 3/8in).

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500



63 *

ARMAND BOUA (IVORIAN, BORN 1978)

Untitled

signed 'BOUA' (lower left); inscribed 'ARMAND BOUA 2013' (verso)

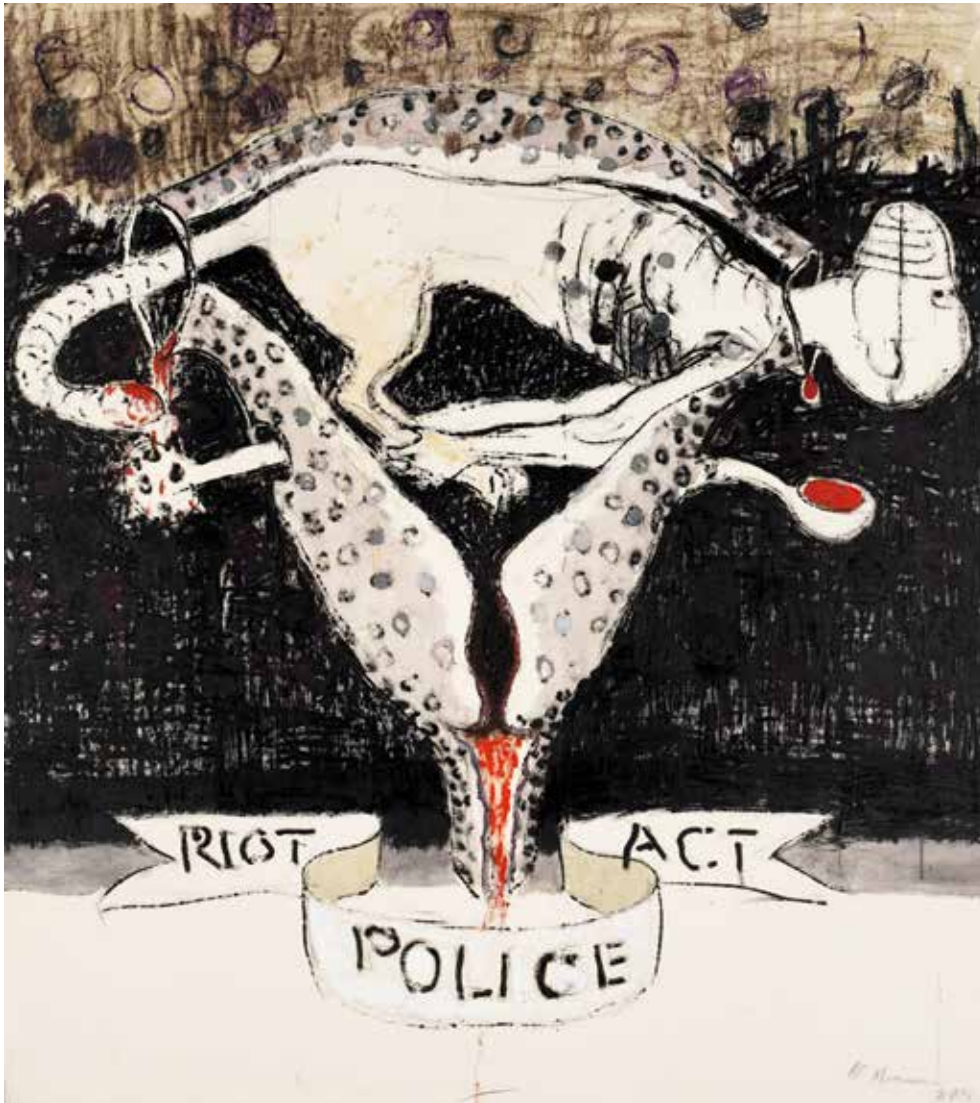
acrylic, card and tar laid onto canvas

94.5 x 84cm (37 3/16 x 33 1/16in).

£4,000 - 6,000

€4,700 - 7,100

US\$5,200 - 7,800



64

MISHECK MASAMVU (ZIMBABWEAN, BORN 1980)

Riot Police Act

signed and dated 'Masamvu/ 2011' (lower right)

mixed media on canvas

159 x 142cm (62 5/8 x 55 7/8in).

£6,000 - 9,000

€7,100 - 11,000

US\$7,800 - 12,000



65

EL ANATSUI (GHANAIAN, BORN 1944)

Learned Papers

signed and dated 'EL '97' (plank 16 lower right)

painted and incised wood

60 x 166cm (23 5/8 x 65 3/8in).

(16 planks)

£20,000 - 30,000

€24,000 - 35,000

US\$26,000 - 39,000



66

EL ANATSUI (GHANAIAN, BORN 1944)

Nsitkana's Bell

signed and dated 'EL '96' (plank 9 lower left)

painted and incised wood

51 x 148cm (20 1/16 x 58 1/4in).

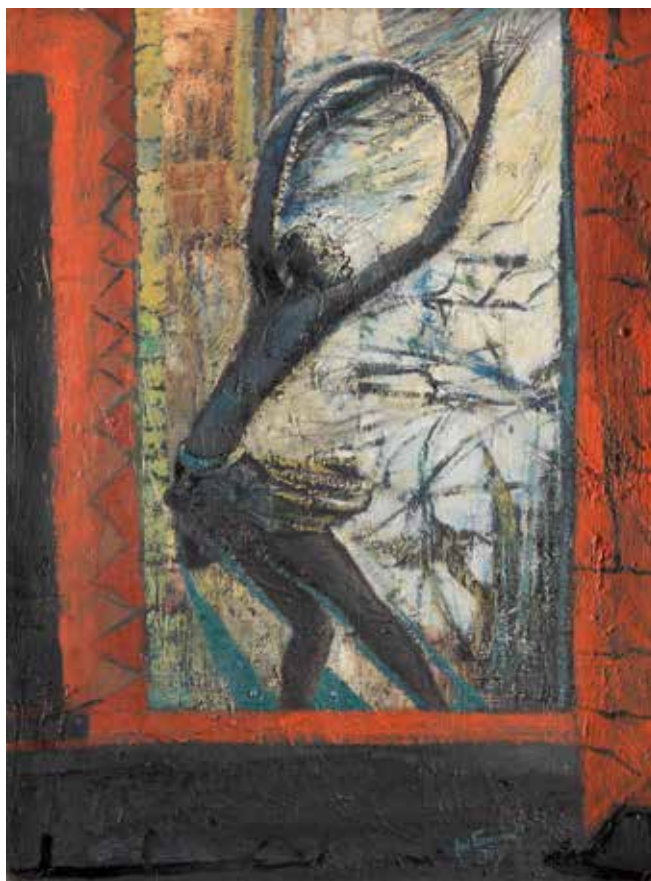
(14 planks)

£20,000 - 30,000

€24,000 - 35,000

US\$26,000 - 39,000

Ntsikana (South African, 1780-1821) was a Christian Xhosa prophet, evangelist and hymn writer who was the first to translate Christian concepts into terms understandable to a Xhosa audience; the title of this lot refers to a Xhosa hymn composed by Ntsikana "Intsimbi" or Ntsikana's Bell.



67

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

'Water Sprite'

signed and dated 'BEN ENWONWU/ 1959' (lower right)
oil on board

61.5 x 45cm (24 3/16 x 17 11/16in).

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000

Provenance

Purchased directly from the artist in Ibadan, Nigeria 1959 by Professor
Constance Geary of University College Ibadan;

A gift to the current owner, 1960;

Private collection, UK.

Ben Enwonwu executed this work at a time when he had reached new heights of international fame. Having been awarded the MBE in 1956 by HM Queen Elizabeth II he was then commissioned to produce a bronze sculpture of the Queen, which he completed in 1957 and which was unveiled at the House of Representatives in Lagos in 1959, the same year in which Water Sprite was painted.

During this period, Enwonwu held a series of commercially successful and critically acclaimed exhibitions in London, Paris and The United States. In 1950, 1952, 1956 and 1957, Enwonwu held exhibitions in Washington DC, New York, Boston and Nashville under the auspices of the Harmon Foundation.

In Water Sprite, Enwonwu combines the themes of Negritude and Africa Dances, both themes having strong links with the Harlem Renaissance.

Bibliography

Sylvester Ogbechie, Ben Enwonwu: The Making of an African Modernist, (University of Rochester Press 2008)



68 *

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

Dancing Girl in the Woods

signed and dated 'BEN ENWONWU/ 1950' (lower right)
gouache

53 x 36cm (20 7/8 x 14 3/16in).

£15,000 - 20,000

€18,000 - 24,000

US\$20,000 - 26,000

Provenance

Private Collection, USA.

Exhibited

Washington DC, Howard University, USA, 1950.

Sylvester Ogbechie writes that Enwonwu himself credits several of his techniques in creating rhythmical patterns to the study of the aesthetics of Harlem Renaissance artists such as Meta Warwick Fuller and Aaron Douglas. The influence of Aaron Douglas's work is evident in many of Enwonwu's Negritude pieces; the silhouetted figures representing race consciousness through black identity and experience.

In this painting, Enwonwu has given the figure a very distinct dance gesture, providing the viewer the illusion of movement. Such dance gestures are evident in Enwonwu's Africa Dances works in wood, bronze and paint. In an interview recorded in November 1950 the artist comments on this work:

"It shows a dancing girl in the woods, painted in gouache. It is not a traditional painting, as you can see, but the colours are very vivid and there is no attempt to record anatomical features".

One need only look at the sculptures of Richmond Barthé and once again, the paintings of Aaron Douglas, to make further connections between Enwonwu and the artists of the Harlem Renaissance. It is well documented that Enwonwu met both artists during his 1950 exhibition where 'Dancing Girl in the Woods' was exhibited at Howard University.

An example of this connection between the works of Enwonwu and Barthé can be seen in the dance poses of the Senegalese dancer Feral Benga and the American dancer Josephine Baker. Both dancers were muses to the artists of the Harlem Renaissance and were both living in Paris in the 1920's to 1940's, performing in jazz and cabaret clubs, in particular the Folies Bergere. Enwonwu visited Paris several times, exhibiting there in 1946 and in 1952.

"In London and Paris, Enwonwu joined African and African Diaspora intellectuals in evaluating the Harlem Renaissance Movement in The United States and defining its implications for Pan-African advancement in literature, music, theatre, dance and the fine arts."

Bibliography

Sylvester Ogbechie, Ben Enwonwu: The Making of an African Modernist, (University of Rochester Press 2008)

69

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

Agbogho Mmuo

signed and dated 'BEN ENWONWU/ FROM 1949 "AFRICA DANCES"'
(lower left)

oil on canvas

59 x 49.5cm (23 1/4 x 19 1/2in).

£200,000 - 300,000

€240,000 - 350,000

US\$260,000 - 390,000

Provenance

Acquired directly from the artist by the current owner's mother.

Literature

S. Ogbechie, Ben Enwonwu: The Making of an African Modernist,
(Durham, 2008), front cover illustration.

Masquerades and themes of metamorphosis suffuse the oeuvre of Nigerian sculptor and painter Benedict Chukwukadibia Enwonwu, one of the most significant African artists of the 20th century. During his childhood, Enwonwu was embedded in Igbo cultural practices and paintings of masquerades appeared quite early in his oeuvre (the earliest date to 1936). The Igbo pantheon of masquerades is called Mmonwu (spirits) and, among Enwonwu's Onitsha-Igbo people, masquerade serve as a bridge between the living and the ancestors. Masquerades like the Agbogho Mmo however act more on the secular side of things, being very beautiful to look at and performing extraordinarily sensuous dances.

Ben Enwonwu's Agbogho Mmuo is a masterpiece and in the above work, the artist returns to the inaugural artwork of his most famous series—"Africa Dances." That work was painted while he was a student at the University of London, and it marked the emergence of a theme of masquerade performances in Enwonwu's art. "Africa Dances" was Enwonwu's first efforts to push back against colonial narratives that misinterpreted aspects of African culture, especially dance. He returned to this theme for the rest of his life. The Agbogho Mmuo paintings represented the flowering of Enwonwu's mature style. Over the years, he created paintings of this masquerade's extraordinary form and striking colours that were culturally meaningful.

This particular painting demonstrates the principal form of Enwonwu's subject: a profile view of the dancing masquerade that shows off its dainty steps, sinuous body movements and multicolored costume



to great effect. The masquerade's white face is captured in profile as is the riotous colors of its headdress. The form of the masquerade is painted in varying shades of yellow and orange colors with its intricate body markings painted in umber tones. Splashes of red color charge up the multicolored regalia of the dancing masquerade. Enwonwu obscures the distinction between the foreground and background, collapsing both into an indeterminate space that hints at the spirit's metaphysical origins. Background and sky are suggested by broad blue strokes that contrast with the darker shades of color in the foreground. The masquerade is represented as a solitary figure though hints of the charged atmosphere of its performance can be seen in Enwonwu's vigorous brushstrokes and colorwork.

This Agbogho Mmuo is one of the most important of Enwonwu's paintings of masquerades. The form, composition and themes he established in this painting recurred throughout his life, although later versions moved away from the strict profiles of this original to more dynamic poses, as the artist became more invested in the numinous affect of masquerade performances.

This painting is undoubtedly among Enwonwu major artworks and is special by virtue of its visionary focus. It is generated from a form that sustained Enwonwu's art for almost five decades, and is a rare example of how deeply the artist plumbed his Onitsha-Igbo culture for significant forms and symbolic imagery.

We are grateful to Professor Sylvester Okunodun Ogbechie for his assistance in the preparation of the above catalogue entry.





70 *

OSELOKA OKWUDII OSADEBE (NIGERIAN, BORN 1934)

The Milk Maid, 1965

oil on canvas

123.5 x 59.5cm (48 5/8 x 23 7/16in).

£30,000 - 50,000

€35,000 - 59,000

US\$39,000 - 65,000

Provenance:

A private collection.

Exhibited:

Lagos, SMO Contemporary Art, 'Oseloka Osadebe – Inner Light',
Feb, 2019.

Oseloka Osadebe is the lesser known "Zaria Rebel". He arrived at the Zaria College in 1958 and graduated in 1962. Whilst at Zaria he counted the great artists: Demas Nwoko, Yusuf Grillo and Uche Okeke amongst his peers. In 1964 he left Nigeria to pursue a career in the USA and so lost contact with his fellow Zaria artists, who were to become the fathers of modern Nigerian art.



71 *

DEMAS NWOKO (NIGERIAN, BORN 1935)

Still life, 1965

signed and dated 'Demas Nwoko/ 1965' (lower right)

oil on board

91 x 61cm (35 13/16 x 24in).

£130,000 - 180,000

€150,000 - 210,000

US\$170,000 - 230,000

The above work exhibits the concept of Natural Synthesis as was set forth by members of the Zaria Art Society. They called for the merging of the best of Western and Nigerian traditions, forms and ideas into a hybrid art-making practice and conceptual framework.

The concept was developed in the late 1950s and early 1960 alongside a gathering momentum towards independence in search of a modern art that would suit the new nation.

Here Nwoko following his study of scenography and theatre design in Japan in the early 1960s has flattened the spare composition in the tradition of the Japanese *Ikebana* floral arrangements.



72 *

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Still life of roses and earthenware
signed and dated 'Irma Stern 1936' (lower right)
oil on canvas
48 x 59cm (18 7/8 x 23 1/4in).

£70,000 - 100,000
€83,000 - 120,000
US\$91,000 - 130,000

Looking at this still life, one can see why the British artist, Jacob Epstein, was of the opinion that "nobody living" painted flowers better than Irma Stern. The roses scattered across the table are brought to life with thick, sensual strokes of pinks, creams, and yellows. They have a tangible quality; one can almost feel the velvety-soft petals.

As was typical of Stern, she has personalised the painting by including two ceramics from her own eclectic collection. She was a voracious traveller and always acquired an objets d'art as a memento. These fuelled her imagination when she was back in her studio in Cape Town, prompting memories and inspiring romantic wanderings.

Stern had a keen appreciation for colour, which we can see utilised here. The soft peach tones of the blooms in the foreground are subtly echoed by the pink hues in the drapery behind. It lends a harmonious dynamism to the composition, drawing the viewer's eye from the lower right corner up the curtain and back down along the curved body of the pitcher.

Bibliography

H. Smuts, *At Home with Irma Stern*, (Cape Town, 2007), pp.34-35.
S. Klopper, *Life Force: the Still Lives of Irma Stern*, (RMB Turbine Art Fair exhibition catalogue, 2018), pp.12-13.



73

IRMA STERN (SOUTH AFRICAN, 1894-1966)

The view from an Italian terrace
signed and dated 'Irma Stern/ 1937' (lower right)
gouache
50 x 68cm (19 11/16 x 26 3/4in).

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000

Before the Second World War, Stern spent many years living and working in Europe, including a four month sojourn in Italy in 1937. She was due to hold an exhibition there, but the outbreak of war put the show on hold:

"Shall have one a bit later – when I can breathe again and need the feeling of a European connection."

It would be a decade before Stern returned. In 1947, she exhibited in Paris, London, Rotterdam and Brussels, making up for the lost time.



74

JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)

Acacias

signed and dated 'Pierneef. 1920.' (upper left)

oil on board

44.5 x 55cm (17 1/2 x 21 5/8in).

£25,000 - 35,000

€29,000 - 41,000

US\$33,000 - 46,000



75

JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)

Camp with Anton van Wouw, Roodeplaats
bears inscription 'certified original drawing/Camp with Anton Van
Wouw/by J.H. Pierneef 1920/ M.F. Pierneef' (verso)
pencil

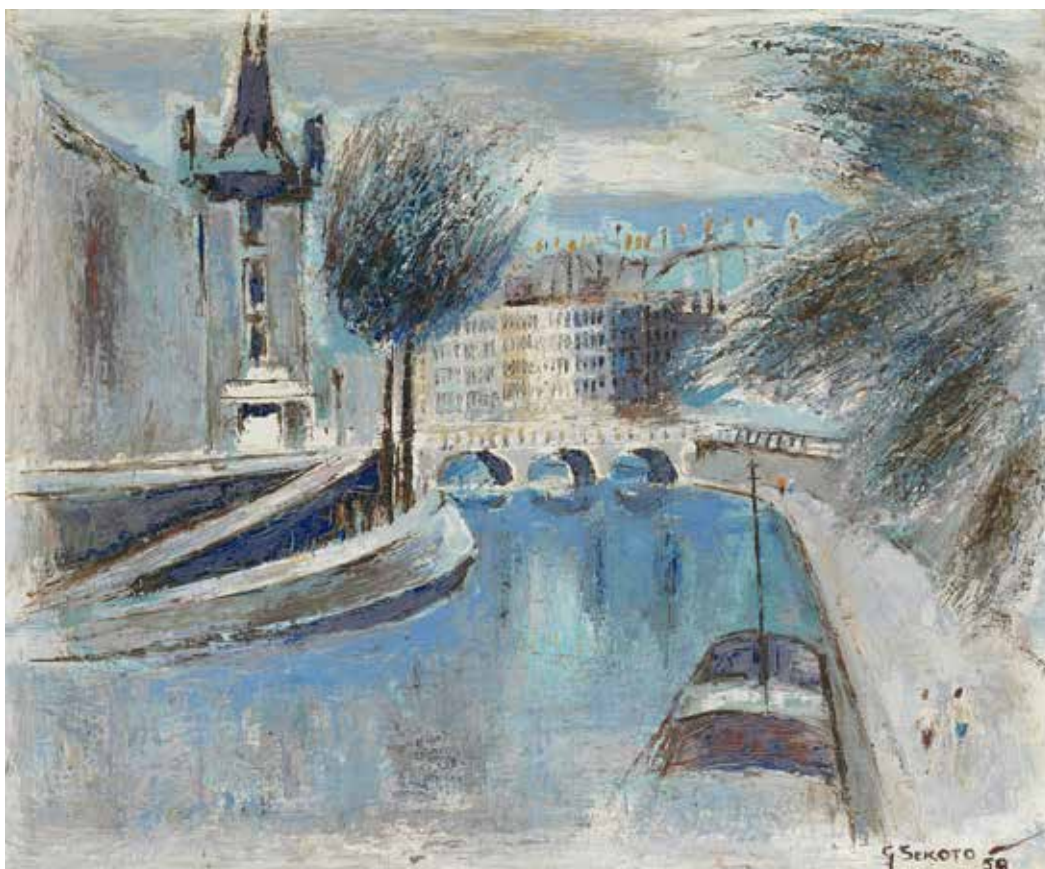
32 x 42cm (12 5/8 x 16 9/16in).

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500

This drawing is the preparatory sketch for a larger oil painting titled
'The bush camp of Anton van Wouw, Rooiplateau', sold in these sale
rooms on 18 March 2015 (lot 4).



76

GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)

View of Paris, La Seine

signed and dated 'G Sekoto/ 59' (lower right)

oil on canvas

48.5 x 59.5cm (19 1/8 x 23 7/16in).

£20,000 - 30,000

€24,000 - 35,000

US\$26,000 - 39,000

Provenance

A private collection, France.

When Sekoto first arrived in Paris in 1947, he was confronted by a bleak prospect. It was the depths of winter, and the artist spoke no French. After two weeks, he finally obtained a job playing the piano at a bar-restaurant on Rue du Sommerard. This source of income allowed him to enrol in drawing classes at the la Grande Chaumiere.

The early years in Paris were a time of loneliness for the artist, homesick for the warmth of his birthplace. However, he gradually became accustomed to the French language and began to feel more at ease in the local bistros, where he would make quick sketches of the patrons. As his draftsmanship became more confident, he began to make drawings in the street.

This view of the Seine is a wonderful example of one of the artist's plein air impressions. Although Sekoto still returned to South African themes and subjects, by 1959 he was increasingly acquainted with Parisian habits and the geography of the city. This oil sketch has a dreamy, tranquil beauty, that communicates the artist's greater inner peace

Bibliography

B. Lindop, *Gerard Sekoto*, (Randburg, 1988), pp.26-36.



77

GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)

Senegalese street scene

signed 'G SEKOTO' (lower right)

watercolour

33.5 x 53cm (13 3/16 x 20 7/8in).

£8,000 - 12,000

€9,400 - 14,000

US\$10,000 - 16,000



78

WALTER WHALL BATTISS (SOUTH AFRICAN, 1906-1982)

Queen of Sheba

signed 'Battiss' (lower right)

oil on canvasboard

36 x 13.5cm (14 3/16 x 5 5/16in).

£6,000 - 9,000

€7,100 - 11,000

US\$7,800 - 12,000



79

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Portrait of an Indian woman
signed and dated 'Irma Stern/ 1945' (upper right)
watercolour
37 x 29.5cm (14 9/16 x 11 5/8in). (excluding frame).
mounted in artist's original raffia frame.

£15,000 - 20,000

€18,000 - 24,000

US\$20,000 - 26,000

Provenance

Collection of Mr. Harold Hanson (1904-1973).
By direct descent.

Harold Hanson was one of the most highly regarded lawyers practising in South Africa in the 1950s and 60s. He studied at the University of Witwatersrand and was called to the bar in 1926.

Harold was a fervent advocate for civil liberty and on a number of occasions agreed to defend the accused without a fee.

He was best known for his contribution to the Rivonia Trial in June 1964, in which he argued mitigation for Nelson Mandela and nine other men who had been accused of sabotage and conspiracy to overthrow the State.

It was during this trial that Harold established a friendship with the young advocate, Sydney Kentridge. Kentridge later acknowledged the importance of the older man's guidance, crediting him as an invaluable mentor:

"Harold was one of the most extraordinary advocates I have ever heard in any court. It is not easy to analyze or even describe the essence of his brilliance. His performance in court was in every case based on meticulous preparation...yet it was always delivered with spontaneous eloquence which gripped the listener. He was always able to command the interest, if not the sympathy, of the judges."

Harold Hanson also had a keen appreciation for the arts. This painting was acquired by him along with another gouache by Irma Stern (lot 29) circa 1950s, and has been in the family's collection ever since.



80 *

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

Ogolo

titled, signed, and dated 'Ogolo/ Ben Enwonwu/ 1990' (lower right)

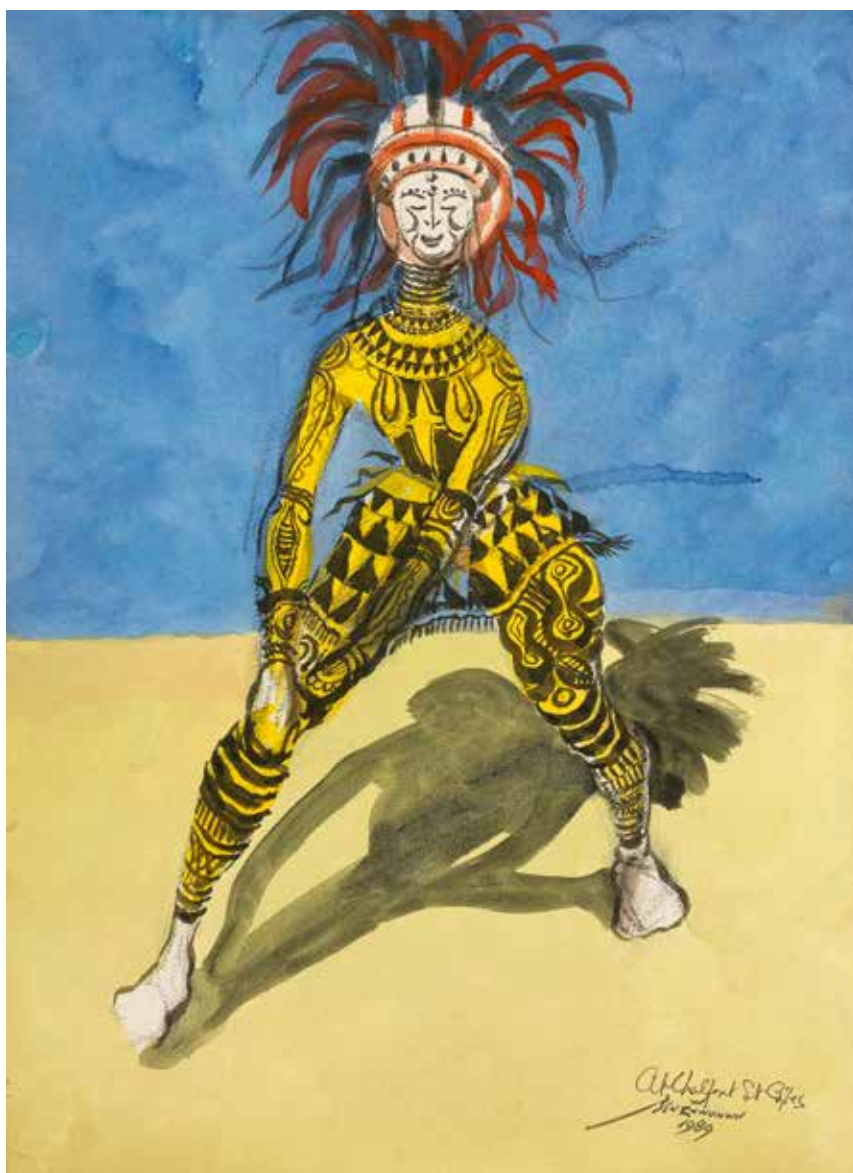
oil on canvas

123 x 44cm (48 7/16 x 17 5/16in).

£70,000 - 100,000

€83,000 - 120,000

US\$91,000 - 130,000



81 *

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

Ogolo, 1989

signed and dated 'At Chalfont St. Giles/ Ben Enwonwu 1989'
(lower right)

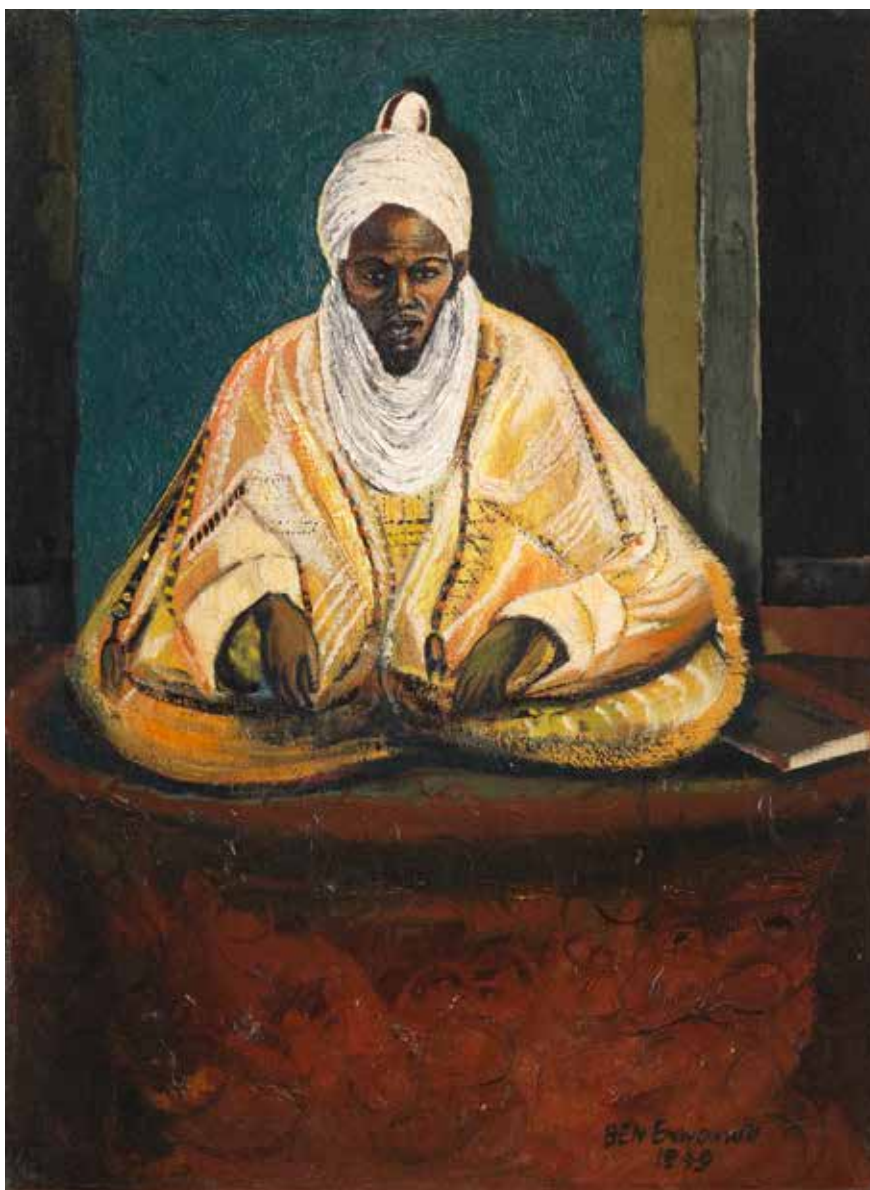
gouache/ watercolour on paper
74 x 63cm (29 1/8 x 24 13/16in).

£60,000 - 90,000

€71,000 - 110,000

US\$78,000 - 120,000

For details of the charges payable in addition to the final Hammer Price of each Lot
please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



82 *

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

Malam

signed and dated 'BEN ENWONWU/ 1949' (lower right)
oil on canvas

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

£25,000 - 35,000

€29,000 - 41,000

US\$33,000 - 46,000

Provenance

Acquired directly from the artist in Lagos, circa 1950.
By direct descent to current owner.

Exhibited

Lagos, 1949. Catalogue no. 38a.



83

**ALEXANDER "SKUNDER" BOGHOSSIAN
(ETHIOPIAN, 1937-2003)**

Musician

signed and dated 'SKUNDER/ 60' (vertically upper left)

gouache and ink

29.5 x 21.5cm (11 5/8 x 8 7/16in).

£4,000 - 6,000

€4,700 - 7,100

US\$5,200 - 7,800

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



84

GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)

The bicyclist

signed 'G. SEKOTO' (lower right)

gouache

32 x 48.5cm (12 5/8 x 19 1/8in).

£8,000 - 10,000

€9,400 - 12,000

US\$10,000 - 13,000



85

GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)

Women carrying baskets
signed 'G SEKOTO' (lower right)
gouache
32 x 49cm (12 5/8 x 19 5/16in).

£8,000 - 10,000

€9,400 - 12,000

US\$10,000 - 13,000



86

GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)

The Store

watercolour and bodycolour
20 x 29cm (7 7/8 x 11 7/16in).
unframed.

£10,000 - 15,000

€12,000 - 18,000

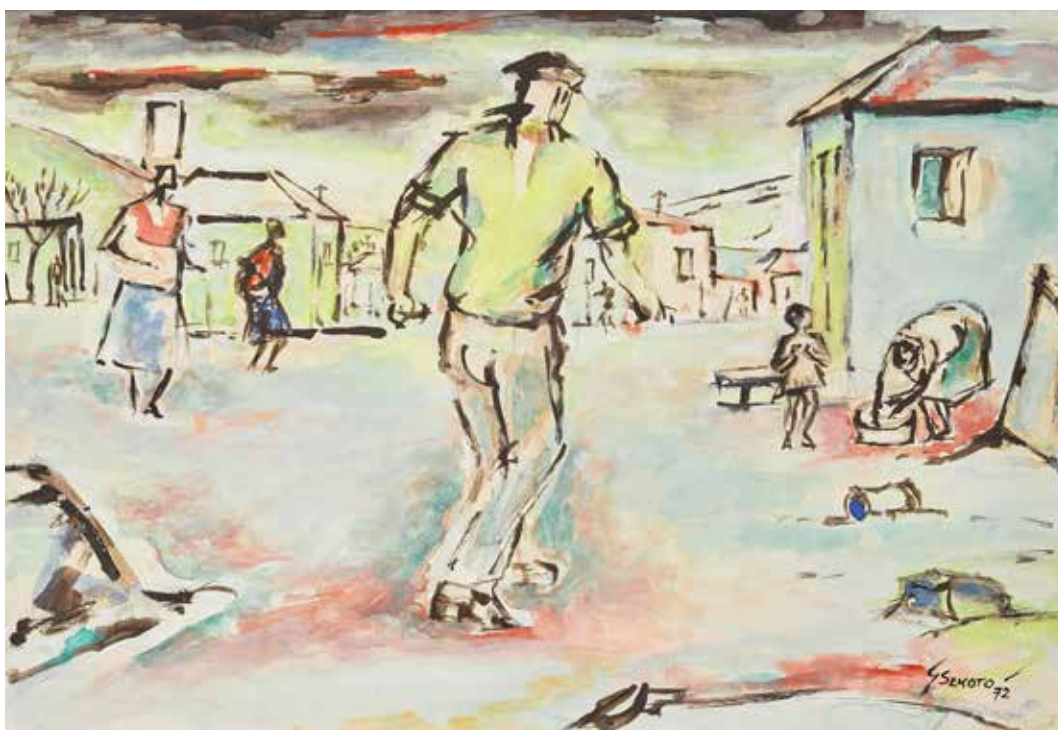
US\$13,000 - 20,000

The subject of the store was a theme that Sekoto painted often. A work of similar title "*The country store, Eastwood*" can be found in Lindop's monograph (page 175); the store keeper has similar folded shirtsleeves with the customers in traditional dress.

A similar work '*Outside the Shop*' was exhibited (no. 9) at the April 1947 Christi's Gallery, Pretoria exhibition and a further watercolour "*Shop Verandah*" was exhibited (no 28) at the July 1947 Gainsborough Galleries, Johannesburg exhibition.

The use of bodycolour (or as the artist called it "poster paint") is typical of Sekoto's earlier Sophiatown works and he continued with its use into the the mid 1940s.

We are grateful to Barbara Lindop for her assistance in the cataloguing of this lot.



87 *

GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)

Township Scene

signed and dated 'G Sekoto 72' (lower right)

gouache and watercolor on paper

37.6 x 55.9cm (14 13/16 x 22in).

£7,000 - 10,000

€8,300 - 12,000

US\$9,100 - 13,000

Provenance

A private collection, USA.



88

ABOUDIA ABDOULAYE DIARRASSOUBA (IVORIAN, BORN 1983)

Untitled

dated '28 06 2013' (lower centre)

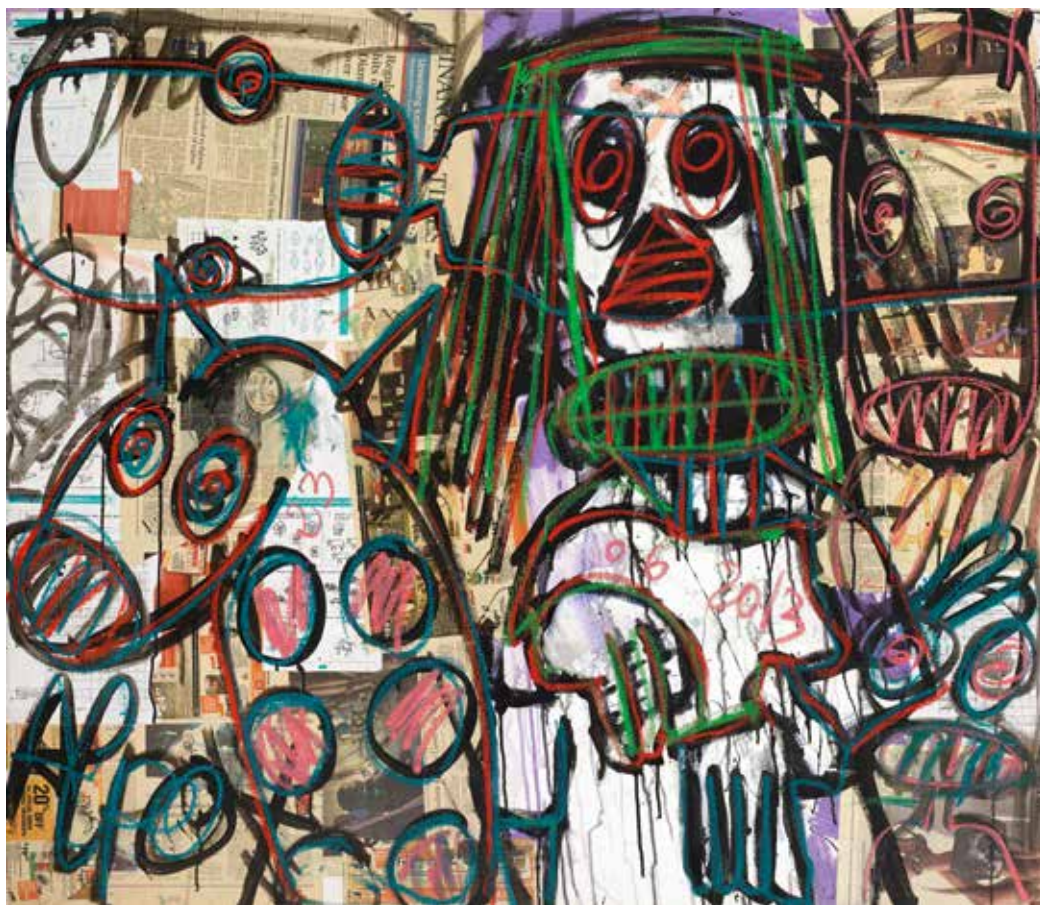
acrylic, crayon and collage on canvas

100 x 139.5cm (39 3/8 x 54 15/16in).

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000



89

ABOUDIA ABDOULAYE DIARRASSOUBA (IVORIAN, BORN 1983)

Untitled

dated '23/ 06 2013' (centre and lower right)

acrylic, crayon and collage on canvas

119.5 x 139.5cm (47 1/16 x 54 15/16in).

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



90

ABLADE GLOVER (GHANAIAN, BORN 1934)

Prayer

signed and dated 'Glo / 17' (lower right)

oil on canvas

100 x 125cm (39 3/8 x 49 3/16in).

£5,000 - 8,000

€5,900 - 9,400

US\$6,500 - 10,000



91 TP

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

Cobblers

signed and dated 'Peintre Moke 2001' (lower right)

acrylic on canvas

137 x 195cm (53 15/16 x 76 3/4in).

£4,000 - 6,000

€4,700 - 7,100

US\$5,200 - 7,800



92

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

Slave
bronze

20.5 x 4.5 x 6cm (8 1/16 x 1 3/4 x 2 3/8in). including base.

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 23,000

Provenance

Acquired directly from the artist in Lagos c.1966;
A private collection.

The artist confirmed this work's specific and melancholic
title to the current owner on its sale in 1966.

As an artist of Igbo heritage, Enwonwu would have been painfully
aware of the legacy of slavery in Igboland as the Igbo were a major
source of slaves for the US plantations. Here he has depicted the
captive with his hands bound, enslaved and powerless.



93

SIMON OKEKE (NIGERIAN, 1937-1969)

Mother & Children

signed and dated 'SIMON OKEKE/ 1966' (lower right)

watercolour with scratching out

29.5 x 23.5cm (11 5/8 x 9 1/4in).

£8,000 - 12,000

€9,400 - 14,000

US\$10,000 - 16,000

Provenance

Acquired directly from the artist by Mr A.R. Jellings;

A private collection.

A.R. Jellings was a founder member of the Mbari Club, Ibadan, where he worked for the Nigerian Tobacco Company. He worked in Nigeria from 1958-66 and knew the artist well.



94

GONÇALO MABUNDA (MOZAMBICAN, BORN 1975)

Wunderkammer, 2018

deactivated grenades, bullet cartridges, rifle parts

109 x 110 x 63cm (42 15/16 x 43 5/16 x 24 13/16in).

£7,000 - 10,000

€8,300 - 12,000

US\$9,100 - 13,000

Goncalo Mabunda was born in Maputo in 1975, the same year that Mozambique gained independence. Civil war broke out only two years later, and would continue to ravage the country until 1992. The artist's formative years were thus coloured by extreme violence and bloodshed.

When a peace treaty was finally agreed, Mozambique was littered with weapons. Inspired by the pacifist verse from the Book of Isaiah - "They will beat their swords into plowshares and their spears into pruning hooks" - the Christian Council of Mozambique launched an initiative to clear the streets of these arms, 'Transforming Guns into Hopes'. Over the next few years, some 800,000 guns, rocket launchers and grenades were collected. Many of the stockpiles were destroyed, but a handful were donated to the artist's collective, Nucleo de Arte, who disassembled the weapons and transformed them into public sculpture.

Mabunda joined the collective in 1994, following a period of study in Durban. He was one of the ten Nucleo artists selected for the Christian Council's initiative. Having lost family members in the conflict, he was personally committed to ensuring that these instruments of destruction should cause no more suffering.



95

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

Portrait of a young man
signed and dated 'BEN ENWONWU/ 52' (to nape of neck)
wood

27 x 10 x 14cm (10 5/8 x 3 15/16 x 5 1/2in).

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 23,000

Provenance

Gifted to the previous owner by the artist in the late 1960s.
By direct descent.

Following his tutelage with British artist Kenneth Murray, then teaching at the Government Colleges of Lagos, Ibadan and Umuahia, Enwonwu travelled to London to exhibit a selection of wood carvings and paintings in 1944. The show was positively received, and attracted the attention of L.W. Harford, director of Shell West Africa. Harford helped Enwonwu to secure a scholarship to continue his studies in England, first at Ruskin School of Art in Oxford, and then at the Slade School of Fine Art from which he graduated with a first class degree in Sculpture.

Whilst in London, Enwonwu was popular with his fellow students. He made a habit of gifting works to those he felt a particular affection for, a practice he continued throughout his life. This wooden head was given to one of his friends, a fellow artist, in the early 1950s when he returned to London for an exhibition.



96

BEN OSAWE (NIGERIAN, 1931-2007)

Benin Princess

signed and dated 'OSAWA 1987' (to the reverse of the skirt)

bronze

72.5 x 19.5 x 17cm (28 9/16 x 7 11/16 x 6 11/16in).

£4,000 - 6,000

€4,700 - 7,100

US\$5,200 - 7,800



97 *

BEN OSAWE (NIGERIAN, 1931-2007)

Twin Masks

signed and dated 'OSAWA 1988' (lower centre)

wood

150cm high.

£6,000 - 9,000

€7,100 - 11,000

US\$7,800 - 12,000

Please note: this artwork is being sold in situ in Lagos. Please contact the department to request a shipping quotation.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



98

ABLADE GLOVER (GHANAIAN, BORN 1934)

Fish Market

signed and dated 'Glo 78' (lower left)

oil on canvas

121 x 121cm (47 5/8 x 47 5/8in).

£5,000 - 8,000

€5,900 - 9,400

US\$6,500 - 10,000



99

AMON KOTEI (GHANAIAN, 1915-2011)

The Last Supper

signed and dated 'Kotei 76' (upper left); inscribed with title (verso)

oil on board

49 x 91cm (19 5/16 x 35 13/16in).

£5,000 - 8,000

€5,900 - 9,400

US\$6,500 - 10,000



100 *

ABIODUN OLAKU (NIGERIAN, BORN 1958)

Makoko Retreat

signed and dated 'Olaku A. O. '19' (lower left); signed, titled and dated (verso)

oil on canvas

77 x 94cm (30 5/16 x 37in).

£5,000 - 8,000

€5,900 - 9,400

US\$6,500 - 10,000



101

LADI KWALI (NIGERIAN, CIRCA 1925-1984)

A tureen with lid
stamped 'L.K.' (to the base)

glazed earthenware

16 x 34.5 x 31.5cm (6 5/16 x 13 9/16 x 12 3/8in).

£500 - 1,000

€590 - 1,200

US\$650 - 1,300



102

AFEWERK TEKLE (ETHIOPIAN, 1932-2012)

An Orthodox Service

inscribed in Amharic, signed and dated 'Afewerk Tekle/ 1957' (lower left)

oil on board

104 x 82cm (40 15/16 x 32 5/16in).

£5,000 - 7,000

€5,900 - 8,300

US\$6,500 - 9,100

Afewerk Tekle was Ethiopia's leading modern artist, famously known for introducing Western techniques of painting and sculpture to Ethiopia, and for his government commissions under Haile Selassie I and the infamous Derg regime of Mengistu.

A prolific artist, Afewerk Tekle worked on Pan-African and Christian themes in particular, using diverse media from drawings, paintings, murals, mosaics, stained-glass windows, and sculpture, as well as designs for stamps, playing cards, posters, flags and national ceremonial dresses. His work was strongly influenced by Pan-African ideals and the optimism of the 1950s at the height of liberation movements sweeping across Africa.

Afewerk Tekle first went to England to study engineering in 1947, and was later helped by British Suffragette Rita Pankhurst (1882–1960) with his artistic career and training at the Central School of Arts and Crafts and the Slade in London. Tekle returned to Addis Ababa in 1954, where he held his first solo show at the Municipality Hall, the first significant modern art exhibition in Ethiopia, which brought international attention to a new generation of modern Ethiopian artists.



103

WOSENE WORKE KOSROF
(ETHIOPIAN/AMERICAN, BORN 1950)

Three works: 'Dire Dawa', 'Lalibela', Untitled
 two signed and dated 'Wosene 87' (lower right); both titled, signed
 and dated (verso)

acrylic on canvas

two 27 x 26cm (10 5/8 x 10 1/4in); the third 21 x 25cm (8 1/4 x 9
 13/16in)

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500



104

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

Bust of Professor James Welch

wood

38 x 20 x 25cm (14 15/16 x 7 7/8 x 9 13/16in). excluding base.

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000

The Rev. James William Welch (1900-1967) was born in Sunderland, England. He served in the Honourable Artillery Company during the final year of the First World War. He then obtained a first class degree in Theology at Cambridge University, before publishing a thesis entitled

'West African Education' in 1924. Having completed his studies, Welch travelled to Isoko, Southern Nigeria, to work with local education authorities and put his theories into practice. In 1935, he returned to England to take up a position as the director of religious broadcasting at the BBC.

Welch was introduced to Enwonwu when he was appointed Professor of Religious Studies at University College, Ibadan in 1948, a post he would hold until 1954. He had a keen appreciation for the arts, and was instrumental in the commissioning of Enwonwu's most accomplished wooden sculpture *The Risen Christ* (1953-54), for the Chapel of the Resurrection in Ibadan. Significantly the present lot is carved from the same Iroko wood as *The Risen Christ* and therefore likely that the artist gave this sculpture to Welch in thanks.



105

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

Bust of Mary Welch

bronze

33.5 x 20 x 20.5cm (13 3/16 x 7 7/8 x 8 1/16in). *excluding base.*

£4,000 - 6,000

€4,700 - 7,100

US\$5,200 - 7,800

This depicts the wife of the Rev. James Welch.



Close-up image.

106

EL ANATSUI (GHANAIAN, BORN 1944)

Curtain (yellow / ochre)

signed and dated 'El/ '88' twice (centre right)

295.5 x 131cm (116 5/16 x 51 9/16in).

£4,000 - 6,000

€4,700 - 7,100

US\$5,200 - 7,800

Provenance

Mr Christoph Ludzuweit;
A private collection.

El Anatsui made ten printed textiles in Nsukka in 1988, they were produced in black, blue, yellow and yellow/ochre pigments. Three of these works are now to be found in the collection of Iwalewahaus, Bayreuth.

These early works can be considered as the first stage in the artist's development of the later wall hangings.

Christoph Ludzuweit worked as a lecturer at the University of Nigeria, Nsukka from 1983 to 1988 and was a close friend and colleague of the artist.



107 *

MISHECK MASAMVU (ZIMBABWEAN, BORN 1980)

Meditation

signed and dated 'M. Masamvu/ 2010' (lower right)

watercolour

95 x 68.5cm (37 3/8 x 26 15/16in).

£6,000 - 9,000

€7,100 - 11,000

US\$7,800 - 12,000



108.

CHÉRI SAMBA

(DEMOCRATIC REPUBLIC OF CONGO, BORN 1956)

Je suis le même mais... je ne suis plus le même
signed and dated 'Chéri Samba/ 2004' (lower right)
acrylic and glitter on canvas
77 x 95cm (30 5/16 x 37 3/8in).

£20,000 - 30,000

€24,000 - 35,000

US\$26,000 - 39,000



109 *

CHÉRI SAMBA

(DEMOCRATIC REPUBLIC OF CONGO, BORN 1956)

'Le Debut de Cheri Samba' (La Sirene II)

inscribed, signed and dated "Le Debut de Cheri Samba S/1-, 1/6",

'Cheri Samba/ D.2003' (lower right)

acrylic and glitter on canvas

60 x 94cm (23 5/8 x 37in).

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



110

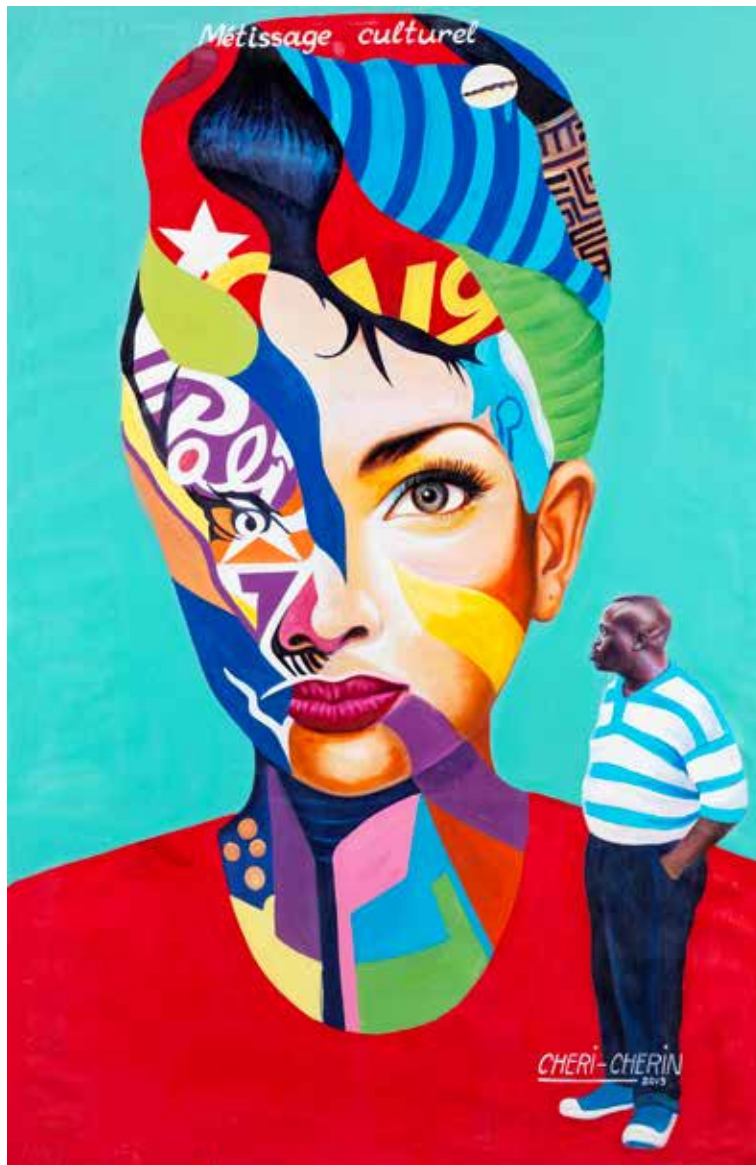
**CHÉRI SAMBA
(DEMOCRATIC REPUBLIC OF CONGO, BORN 1956)**

Le Petit Kadogo
inscribed 'Le Petit Kadogo',
signed and dated 'Chéri Samba/ JA.2001' (lower right)
acrylic and glitter on canvas
77 x 96cm (30 5/16 x 37 13/16in).

£8,000 - 12,000

€9,400 - 14,000

US\$10,000 - 16,000



111

CHERI CHERIN
(DEMOCRATIC REPUBLIC OF CONGO, BORN 1955)

Métissage culturel

signed and dated 'CHERI-CHERIN/ 2019' (lower right)

acrylic on canvas

197 x 129cm (77 9/16 x 50 13/16in).

£5,000 - 7,000

€5,900 - 8,300

US\$6,500 - 9,100

END OF SALE

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

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Subject to the *Contractual Description* printed in bold letters in the *Entry* about the *Lot* in the *Catalogue* (see paragraph 3 below), *Lots* are sold to the *Buyer* on an “as is” basis, with all faults and imperfections. Illustrations and photographs contained in the *Catalogue* (other than photographs forming part of the *Contractual Description*) or elsewhere of any *Lots* are for identification purposes only. A photograph or illustration may not reflect an accurate reproduction of the colour(s) or true condition of the *Lot*. *Lots* are available for inspection prior to the *Sale* and it is for you to satisfy yourself as to each and every aspect of a *Lot*, including its authorship, attribution, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the *Hammer Price*). It is your responsibility to examine any *Lot* in which you are interested. It should be remembered that the actual condition of a *Lot* may not be as good as that indicated by its outward appearance. In particular, parts may have been replaced or renewed and *Lots* may not be authentic or of satisfactory quality; the inside of a *Lot* may not be visible and may not be original or may be damaged, as for example where it is covered by upholstery or material. Given the age of many *Lots* they may have been damaged and/or repaired and you should not assume that a *Lot* is in good condition. Electronic or mechanical items or parts are sold for their artistic, historic or cultural interest and may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity will be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electrician on their status before doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details. Any person who damages a *Lot* will be held liable for the loss caused.

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Contractual Description of a Lot

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

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In most cases, an Estimate is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams’* opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any VAT or *Buyer’s Premium* payable or any other fees payable by the *Buyer*, which are detailed in paragraph 7 of the *Notice to Bidders*, below. Prices depend upon bidding and lots can sell for *Hammer*

Prices below and above the *Estimates*, so *Estimates* should not be relied on as an indication of the actual selling price or value of a *Lot*. *Estimates* are in the currency of the *Sale*.

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The Seller’s responsibility to you

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

Bonhams’ responsibility to you

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

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

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

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams’* behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer’s Agreement*.

Alterations

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

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

4. CONDUCT OF THE SALE

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

solving any disputes which may arise in relation to bids made at the *Sale*. At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

You must complete and deliver to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form* in order to bid at our *Sales*.

If you are a new client at *Bonhams* or have not recently updated your registration details with us, you must pre-register to bid at least two working days before the *Sale* at which you wish to bid. You will be required to provide government-issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your beneficial owners and directors, and proof of authority to transact. We may also request a financial reference and /or deposit from you before allowing you to bid.

We reserve the rights at our discretion to request further information in order to complete our client identification and to decline to register any person as a *Bidder*, and to decline to accept their bids if they have been so registered. We also reserve the rights to postpone completion of the *Sale* of any *Lot* at our discretion while we complete our registration and identification enquiries, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, or if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams* or be detrimental to *Bonhams’* reputation.

Bidding in person

So long as you have pre-registered to bid or have updated your existing registration recently, you should come to our *Bidder* registration desk at the *Sale* venue and fill out a Registration and Bidding 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, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and 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 offered at no additional charge 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*, once you have pre-registered to bid or have updated your existing registration details recently. 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.

Bonhams will not be liable for service delays, interruptions or other failures to make a bid caused by losses of internet connection, fault or failure with the website or bidding process, or malfunction of any software or system, computer or mobile device.

Bidding through an agent

Bids will be treated as placed exclusively by and on behalf of the person named on the *Bidding Form* unless otherwise agreed by us in writing in advance of the *Sale*. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with full

details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

You are specifically referred to your due diligence requirements concerning your principal and their source of funds, and the warranties you give in the event you are the Buyer, which are contained in paragraph 3 of the Buyer's Agreement, set out at Appendix 2 at the back of the Catalogue.

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) 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. 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* including the warranties as to your status and source of funds. 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. It is your responsibility to ensure you are aware of the up to date terms of the *Buyer's Agreement* for this Sale.

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.

For this Sale the following rates of *Buyer's Premium* will be payable by *Buyers* on each Lot purchased:

27.5% up to £2,500 of the *Hammer Price*
25% of the *Hammer Price* above £2,500 and up to £300,000
20% of the *Hammer Price* above £300,000 and up to £3,000,000
13.9% of the *Hammer Price* above £3,000,000

Storage and handling charges may also be payable by the *Buyer* as detailed on the specific Sale Information page at the front of the catalogue.

The *Buyer's Premium* and all other charges payable to us by the *Buyer* are subject to VAT at the prevailing rate, currently 20%.

VAT may also be payable on the *Hammer Price* of the Lot, where indicated by a symbol beside the Lot number. See paragraph 8 below for details.

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, shown beside the Lot number, 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. Payments made by anyone other than the registered *Buyer* will not be accepted. *Bonhams* reserves the right to vary the terms of payment at any time.

Bonhams' preferred payment method is by bank transfer.

You may electronically transfer funds to our *Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *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
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.

Payment may also be made by one of the following methods:

Sterling personal cheque drawn on a UK branch of a bank or banking society: all cheques must be cleared before you can collect your purchases and should be made payable to Bonhams 1793 Limited.

Cash: you may pay for Lots purchased by you at this Sale with notes or coins 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 or notes; this limit applies to both payment at our premises and direct deposit into our bank account.

Debit cards issued in the name of the Buyer (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only). There is no limit on payment value if payment is made in person using Chip & Pin verification.

Payment by telephone may also be accepted up to £5,000, subject to appropriate verification procedures, although this facility is not available for first time buyers. If the amount payable by you for Lots exceeds that sum, the balance must be paid by other means.

Credit cards issued in the name of the Buyer (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only). There is a £5,000 limit on payment value if payment is made in person using Chip & Pin verification.

It may be advisable to notify your debit or credit card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, please contact our Customer Services Department.

We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any Lot at our discretion while we complete our investigations, and to cancel the Sale of any Lot if you are in breach of your warranties as *Buyer*, if we consider that such Sale would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams*, or would be detrimental to *Bonhams'* reputation.

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

For information and estimates on domestic and international shipping as well as export licenses please contact Alban Shipping on +44 (0) 1582 493 099 enquiries@albanshipping.co.uk

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.arts council.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

The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any Sale, nor allow any delay in making full payment for the Lot.

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

On behalf of the *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

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 attempt to detail, as far

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

It is occasionally possible to provide a pre-Sale tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details. It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the *Catalogue* where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

Corks and Ullages

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

Under 15 years old – into neck or less than 4cm

15 to 30 years old – top shoulder (ts) or up to 5cm

Over 30 years old – high shoulder (hs) or up to 6cm

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

Options to buy parcels

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

Wines in Bond

Wines lying in Bond are marked Δ. 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.
TP	Objects displayed with a TP will be located at the Cadogan Tate 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.
Δ	Wines lying in Bond.
AR	An <i>Additional Premium</i> will be payable to us by the <i>Buyer</i> to

cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.

- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This *lot* contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

*, †, *, G, O, 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 our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our Website www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London, W1S 1SR or by email from info@bonhams.com

APPENDIX 1

CONTRACT FOR SALE

IMPORTANT: These terms may be changed in advance of the Sale of the Lot to you, by the setting out of different terms in the Catalogue for the Sale and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or on Bonhams' website, 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 and the relevant terms for *Bidders* and *Buyers* in the *Notice to Bidders* 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* or on the *Bonhams* website, 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*.

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 any part of the *Entry* in the *Catalogue* which is not printed in bold letters, the remainder of which *Entry* 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 *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 after 7 days from the day upon which it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*, or upon collection of the *Lot* if earlier. The *Seller* will not be responsible thereafter for the *Lot* prior to you collecting it from *Bonhams* or the *Storage Contractor*, with whom you have separate contract(s) as *Buyer*. You will indemnify the *Seller* and keep the *Seller* fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the *Lot* beyond 7 days from the day of 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: (i) 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*, and (ii) *Bonhams* has completed its investigations pursuant to clause 3.11 of the *Buyer's Agreement* with *Bonhams* set out in Appendix 2 in the catalogue.

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 in full 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: (i) *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* and (ii) *Bonhams* has completed its investigations pursuant to clause 3.11 of the *Buyer's Agreement* with *Bonhams* set out in Appendix 2 in the catalogue.
 - 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 should note that *Bonhams* has reserved the right not to release the *Lot* to you until its investigations under paragraph 3.11 of the *Buyers' Agreement* set out in Appendix 2 have been completed to *Bonhams'* satisfaction.
 - 7.4 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.
 - 7.5 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*.
 - 7.6 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the *Seller* if you do not remove the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, expenses and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.
- ##### 8 FAILURE TO PAY FOR THE LOT
- 8.1 If the *Purchase Price* for a *Lot* is not paid to *Bonhams* in full in accordance with the *Contract for Sale*, the *Seller* will be entitled, with the prior written agreement of *Bonhams* but without further notice to you, to exercise one or more of the following rights (whether through *Bonhams* or otherwise):
 - 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for

your breach of contract;

- 8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
 - 8.1.3 to retain possession of the *Lot*;
 - 8.1.4 to remove and store the *Lot* at your expense;
 - 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
 - 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
 - 8.1.7 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless the *Buyer* buys the *Lot* as a *Consumer* from the *Seller* selling in the course of a *Business*) you hereby grant an irrevocable licence to the *Seller* by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal *Business* hours to take possession of the *Lot* or part thereof;
 - 8.1.8 to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;
 - 8.1.9 to retain possession of, and on three months' written notice to sell, *Without Reserve*, any of your other property in the possession of the *Seller* and/or of *Bonhams* (as bailee for the *Seller*) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such *Sale* in satisfaction or part satisfaction of any amounts owed to the *Seller* or to *Bonhams*; and
 - 8.1.10 so long as such goods remain in the possession of the *Seller* or *Bonhams* as its bailee, to rescind the contract for the *Sale* of any other goods sold to you by the *Seller* at the *Sale* or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the *Seller* or to *Bonhams* by you.
 - 8.2 You agree to indemnify the *Seller* against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to *Bonhams* in order to obtain the release of the *Lot*) incurred by the *Seller* (whether or not court proceedings will have been issued) as a result of *Bonhams* taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the *Seller* becomes liable to pay the same until payment by you.
 - 8.3 On any resale of the *Lot* under paragraph 8.1.2, the *Seller* will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his behalf.
- ##### 9 THE SELLER'S LIABILITY
- 9.1 The *Seller* will not be liable for any injury, loss or damage caused by the *Lot* after the fall of the *Auctioneer's* hammer in respect of the *Lot*.
 - 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the *Seller* will not be liable for any breach of any term that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller*, whether implied by the Sale of Goods Act 1979 or otherwise.
 - 9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,
 - 9.3.1 the *Seller* will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in relation to the *Lot* made by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*;
 - 9.3.2 the *Seller* will not be liable for any loss of *Business*, *Business* profits or revenue or income or for loss of reputation or for disruption to *Business* or wasted time on the part of the *Buyer* or of the *Buyer's* management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
 - 9.3.3 in any circumstances where the *Seller* is liable to you in respect of the *Lot*, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the *Seller's* liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
 - 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or

indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the Seller's negligence (or any person under the Seller's control or for whom the Seller is legally responsible), or (iii) acts or omissions for which the Seller is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

10 MISCELLANEOUS

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

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT WITH BONHAMS

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 and following completion of our enquiries pursuant to paragraph 3.1.1;
- 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 AND BUYER WARRANTIES

- 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.
- 3.8 You warrant that neither you nor - if you are a company, your directors, officers or your owner or their directors or shareholders - are an individual or an entity that is, or is owned or controlled by individuals or entities that are:
- 3.8.1 the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or
- 3.8.2 located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan and Syria.

- 3.9 You warrant that the funds being used for your purchase have no link with criminal activity including without limitation money laundering, tax evasion or terrorist financing, and that you not under investigation for neither have been charged nor convicted in connection with any criminal activity.
- 3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:
- 3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;
- 3.10.2 your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;
- 3.10.3 funds used for your or your Principal's purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;
- 3.10.4 items purchased by you and your Principal through Bonhams are not being purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and
- 3.10.5 that you consent to Bonhams relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.
- 3.11 We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you. In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the Seller, to our satisfaction at our discretion, we shall be entitled to retain Lots and/or proceeds of Sale, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.

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, and once we have completed our investigations under paragraph 3.11, 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 in this instance 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 3, 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 Title (ownership) in the *Lot* passes to you (i) on payment of the *Purchase Price* to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.

6.2 Please note however, that under the *Contract for Sale*, the risk in the *Lot* passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the *Lot* if earlier, and you are advised to obtain insurance in respect of the *Lot* as soon as possible after the Sale.

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

7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will (without further notice to you unless otherwise provided below), be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):

7.1.1 to terminate this agreement immediately for your breach of contract;

7.1.2 to retain possession of the *Lot*;

7.1.3 to remove, and/or store the *Lot* at your expense;

7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;

7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

7.1.6 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless you buy the *Lot* as a *Consumer*) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any *Lot* or part thereof;

7.1.7 to sell the *Lot* Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;

7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;

7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;

7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;

7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the *Purchase Price* of any *Lot* of which you are the *Buyer*.

7.1.12 having made reasonable efforts to inform you, to release your name and address to the *Seller*, so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.

7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.

7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any Sale of the *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate

interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:

8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or

8.1.2 deliver the *Lot* to a person other than you; and/or

8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.

8.2 The discretion referred to in paragraph 8.1:

8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and

8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

9 FORGERIES

9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.

9.2 Paragraph 9 applies only if:

9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and

9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the Sale, that the *Lot* is a *Forgery*; and

9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the Sale, accompanied by written evidence that the *Lot* is a *Forgery* and details of the Sale and *Lot* number sufficient to identify the *Lot*.

9.3 Paragraph 9 will not apply in respect of a *Forgery* if:

9.3.1 the *Entry* in relation to the *Lot* contained in the *Catalogue* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or it can be established that the *Lot* is a *Forgery* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.

9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.

9.5 If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the *Purchase Price*, *Buyer's Premium*, VAT and *Expenses* paid by you in respect of the *Lot*.

9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.

9.7 If you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph 9 will cease.

9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.

10 OUR LIABILITY

10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Bonhams'* Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.

10.2 Our duty to you while the *Lot* is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the *Lot* or to other persons or things caused by:

10.2.1 handling the *Lot* if it was affected at the time of Sale to you by woodworm and any damage is caused as a result of it being affected by woodworm; or

10.2.2 changes in atmospheric pressure; nor will we be liable for:

10.2.3 damage to tension stringed musical instruments; or

10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused

by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

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

11 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 or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from info@bonhams.com.

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

"Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid.

"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" Any person considering, attempting or making a Bid, including those who have 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.

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
- (a) the seller;
- (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
- (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.

(5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Paddle number (for office use only)

Bonhams

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

Data protection – use of your information

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR United Kingdom or by e-mail from info@bonhams.com. We may disclose your personal information to any member of our group which means our subsidiaries, our ultimate holding company and its subsidiaries (whether registered in the UK or elsewhere). We will not disclose your data to anyone outside our group but we may from time to time provide you with information about goods and services which we feel maybe of interest to you including those provided by third parties. If you do not want to receive such information (except for information you specifically requested) please tick this box ☐ Would you like to receive e-mailed information from us? if so please tick this box ☐

Notice to Bidders.

At least 24 hours before the Sale, clients must provide government or state issued photographic proof of ID and date of birth e.g. - passport, driving licence - and if not included in ID document, proof of address e.g. - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, and the entities name and registered address, documentary proof of its beneficial owners and directors, together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed or completed. For higher value lots you may also be asked to provide a bank reference.

If successful

I will collect the purchases myself ☐
Please arrange shippers to contact me with a quote and I agree that you may pass them my contact details. ☐

Sale title: Modern & Contemporary African Art	Sale date: 18 March 2020
Sale no. 25800	Sale venue: New Bond Street
If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.	
General Bid Increments: £10 - 200by 10s £200 - 500by 20 / 50 / 80s £500 - 1,000by 50s £1,000 - 2,000by 100s £2,000 - 5,000by 200 / 500 / 800s £5,000 - 10,000by 500s £10,000 - 20,000by 1,000s £20,000 - 50,000by 2,000 / 5,000 / 8,000s £50,000 - 100,000by 5,000s £100,000 - 200,000by 10,000s above £200,000at the auctioneer's discretion	
The auctioneer has discretion to split any bid at any time.	
Customer Number	Title
First Name	Last Name
Company name (if applicable)	
Company Registration number (if applicable)	
Address	
	City
Post / Zip code	County / State
Telephone (mobile)	Country
Telephone (landline)	
E-mail (in capitals)	
Please answer all questions below	
1. ID supplied: Government issued ID <input type="checkbox"/> and (if the ID does not confirm your address) <input type="checkbox"/> current utility bill/ bank statement. If a corporate entity, please provide the Certificate of Incorporation or Partnership Deed and a letter authorising you to act.	
2. Are you representing the Bidder? <input type="checkbox"/> If yes, please complete question 3.	
3. Bidder's name, address and contact details (phone and email): Bidder's ID: Government issued ID <input type="checkbox"/> and (if the ID does not confirm their address) <input type="checkbox"/> current utility bill/bank statement	
Are you acting in a business capacity? Yes <input type="checkbox"/> No <input type="checkbox"/>	If registered for VAT in the EU please enter your registration here: <input type="text"/> / <input type="text"/> - <input type="text"/> - <input type="text"/>

Please note that all telephone calls are recorded.

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

FOR WINE SALES ONLY	
Please leave lots "available under bond" in bond <input type="checkbox"/>	Please include delivery charges (minimum charge of £20 + VAT) <input type="checkbox"/>

BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE INCLUDING BUYER'S WARRANTIES AND WISH TO BE BOUND BY THEM, AND AGREE TO PAY THE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.	
Bidder/Agent's (please delete one) signature:	Date:

★ Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.
NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.
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Bonhams
101 New Bond Street
London, W1S 1SR

+44 (0) 20 7447 7447
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