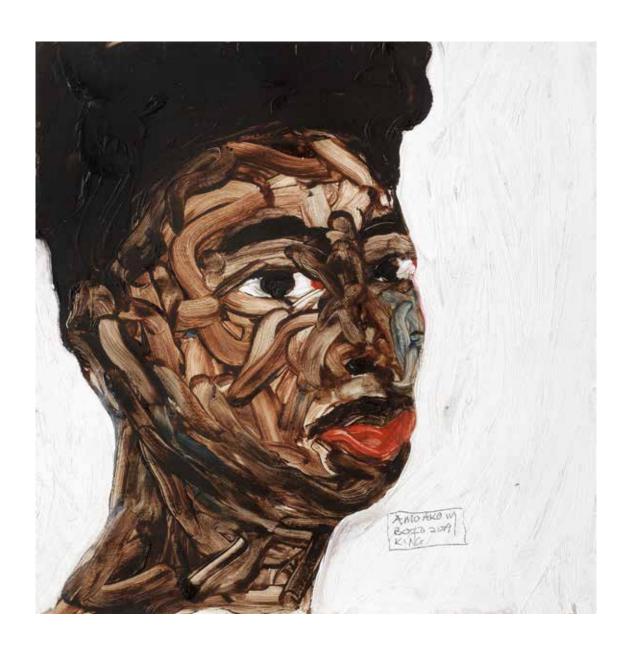
# Bonhams



# Modern & Contemporary African Art



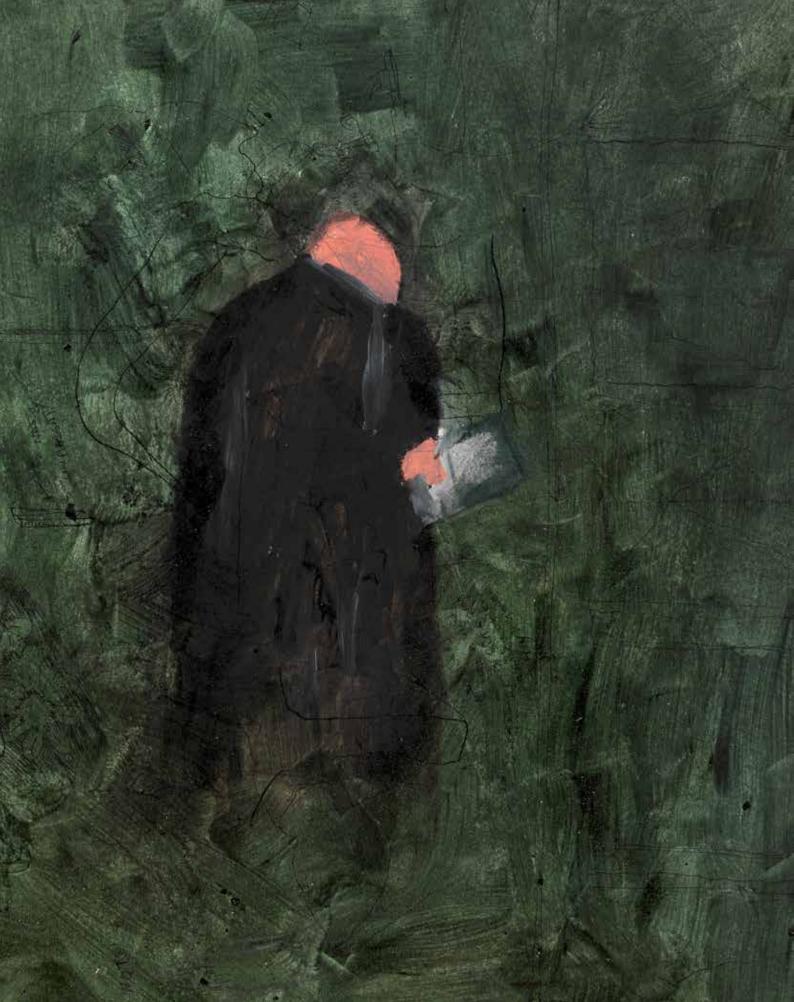












# Modern & Contemporary African Art

New Bond Street, London | Thursday 8 October 2020 at 5pm

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Saturday 3 October, 11am - 5pm

Sunday 4 October, 11am - 5pm

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Wednesday 7 October, 10am - 5pm

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Charges will apply from 9am Thursday 22 October 2020.

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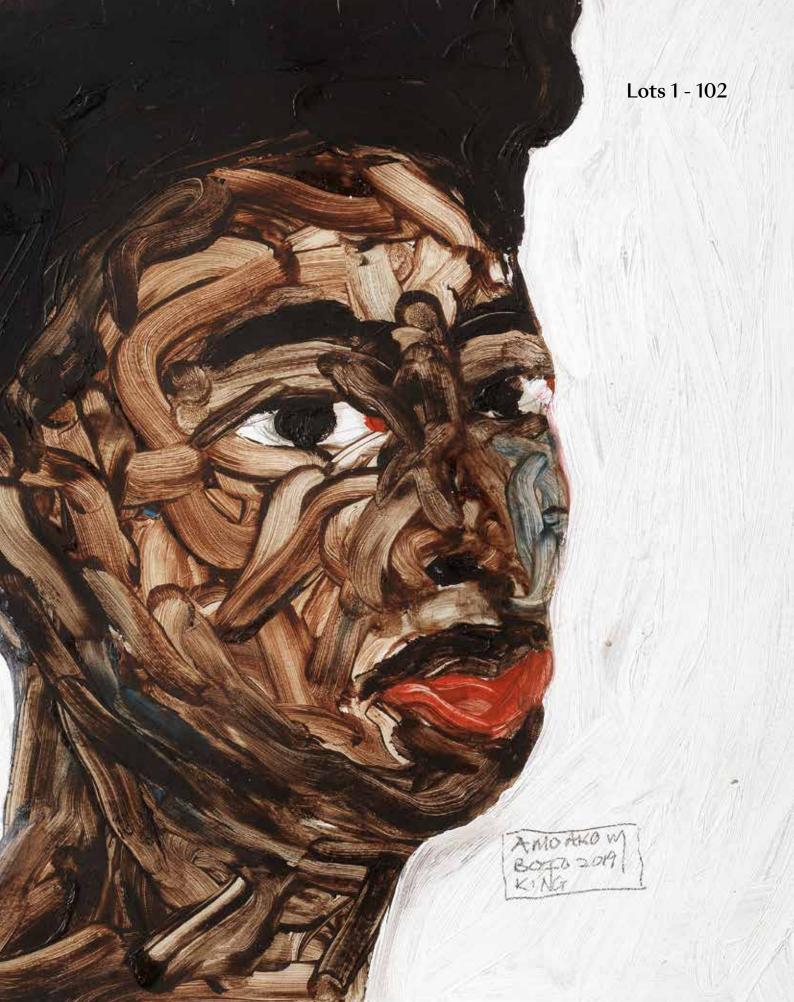
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# **WANGECHI MUTU (KENYAN, BORN 1972)**

Two hand made birthday cards from the artist to fashion designer, Benjamin Liepelt (2001)

felt pen, collage and appliqué on blue water colour paper 30.5 x 22.5cm (12 x 8 7/8in). unframed.

(2)

£8,000 - 12,000 €9,000 - 14,000 US\$11,000 - 16,000 The first card is inscribed by the artist:

"Many times I have thought why do I make these things, little flower creatures, beautiful giraffe people, long stemmed turtle songs and then I realise how many sweet beautiful people there are and how many rooms and doors and coffee cups they have in their lives and how I want to fill those spaces with beautiful colours and glittery pollen and love...happy birthday Benjy here's another flower...love Wangechi!"

The second card reads:

"HAPPY BIRTHDAY

Benjamin

Here's a little fun thing to organise your fun life!!

Wangechi"



# 2 \* **ZANELE MUHOLI (SOUTH AFRICAN, BORN 1972)**

Sasa, Bleecker, New York, 2016 archival pigment ink on Baryta Fibre paper 42 x 56cm (16 9/16 x 22 1/16in).

This work is accompanied by a signed certificate from the artist and is edition number 59/60.

£4,000 - 6,000 €4,500 - 6,800 US\$5,300 - 8,000

'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.



## 3 \*

# ATHI-PATRA RUGA (SOUTH AFRICAN, BORN 1984)

The Intervention on the Anglo Boer Monument signed and dated 'ATHI-PATRA RUGA '15' (lower right) c-print on Fuji Crystal Archive paper image size: 49.5 x 33cm (19 1/2 x 13in); sheet size: 54.5 x 38cm (21 7/16 x 14 15/16in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,700



# 4 \*

# ATHI-PATRA RUGA (SOUTH AFRICAN, BORN 1984)

Even I Exist in Embo: Jaundiced tales of counterpenetration 2 Lambda print image size: 98 x 65cm (38 9/16 x 25 9/16in).; sheet size: 103.5 x 71cm (40 3/4 x 27 15/16in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,700



ZANELE MUHOLI (SOUTH AFRICAN, BORN 1972) Isililo X, 2013

c-print

image size: 39.5 x 59.5cm (15 9/16 x 23 7/16in).

£6,000 - 9,000 €6,800 - 10,000 US\$8,000 - 12,000

# Provenance

A private SA collection.

The above photograph is part of the series 'Mo(u)rning', a set of ten images that were shot in Salzburg in 2013.

The artist ran naked for twenty minutes in the Austrian snow, reenacting the cold, isolated moments before death when a victim attempts to flee from her murderer. Her cry for help is never heard and she dies alone in excruciating fear.

This piece references the experiences of the many deceased victims of hate-crimes in South African townships.



6 \* TP

# **KUDZANAI CHIURAI (ZIMBABWEAN, BORN 1981)**

Revelations VII (Last Supper), 2011 pigment inks on cotton paper 100 x 194cm (39 3/8 x 76 3/8in).

£8,000 - 12,000 €9.000 - 14.000 US\$11.000 - 16.000

Kudzanai Chiurai's polemical artworks are often critical of Zimbabwe's political establishment, and as a result he was expelled from the country and took exile in South Africa.

The present work, Revelation VII, depicts an Communion scene. The president, seated in the centre, is presented as a messianic figure. She stares out at the viewer, a picture of sangfroid. The other figures all appear to be in the grip of strong emotion. The soldier in the left foreground places a booted foot on a man's chest, whilst threatening with his machine gun. At the end of the table, another armed man sits in front of what appears to be a suitcase of money. A ritualistic act is being performed in front of the president; the two women kneeling to his right look on fearfully. The president appears impervious to their feelings, gazing on impassively.

The painting criticizes the self-interested actions of his country's politicians. We can feel the artist's frustration, and his desire to affect change.

Chiurai has held numerous solo exhibitions since 2003 and participated in various local and international exhibitions, such as Figures & Fictions: Contemporary South African Photography (2011) at the Victoria and Albert Museum in London and Impressions from South Africa, 1965 to Now (2011) at the Museum of Modern Art in New York. Other notable exhibitions include The Divine Comedy: Heaven, Purgatory and Hell Revisited curated by Simon Njami at Museum für Moderne Kunst in Frankfurt (2014) and SCAD Museum of Art, Savannah USA (2015), as well as Art/Afrique, Le nouvel atelier (2017) at the Fondation Louis Vuitton in Paris, Regarding the Ease of Others (2017) at the Zeitz Museum of Contemporary Art Africa, Genesis [Je n'isi isi]- We Live in Silence at IFA in Stuttgart, Germany and Ubuntu, a Lucid Dream (2020) at the Palais de Tokyo in Paris.



# JIMOH BOLA AKOLO (NIGERIAN, BORN 1934)

Islamic Scholars in Preparation signed and dated "J B Akolo 1962" oil on canvas 73 x 132cm (28 3/4 x 51 15/16in).

£7,000 - 10,000 €7,900 - 11,000 US\$9,300 - 13,000

### Provenance

The collection of Dennis Duerden; The Langton Gallery, London; A private collection.

## Exhibited (probably)

London, Commonwealth Institute, "Jimo Akolo", 1964.

Jimoh Akolo studied under Dennis Duerden, an education officer in the Nigerian colonial service. He was a founding member of the Zaria Art Society (1958-62) along with Yusuf Grillo, Bruce Onobrakpeya, and other art students at the Zaria branch of the Nigerian College of Arts, Science and Technology.

In 1964 Akolo held a solo exhibition at the Commonwealth Institute Art Gallery, London. The forward for this catalogue was written by Duerden. In this appreciation he states:

"The images which Akolo retained from his childhood were those of a traditional society, of one in which religous ritual and celebration still bulked large."

The works were not individually listed in the catalogue. Though it does record that: 'No. 19-34 Painted in 1962-63 in England'.

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



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

Two figures and fruit signed and dated 'Malangatana 69' (lower left); inscribed 'Camden Arts Centre 1969' (verso) oil on board 76.5 x 132cm (30 1/8 x 51 15/16in).

£5,000 - 8,000 €5,600 - 9,000 US\$6,700 - 11,000



# **IBOU DIOUF (SENEGALESE, BORN 1943)**

Les Garmis de Gaabu signed and dated 'Ibou Diouf 73' (lower left); signed, inscribed and dated (verso) oil on canvas 147 x 99cm (57 7/8 x 39in).

£12,000 - 18,000 €14,000 - 20,000 US\$16,000 - 24,000

# Provenance

Acquired directly from the artist; A private collection, Senegal.

The Kaabu (Gaabu) empire existed from 1537 - 1867 and covered much of West Africa including Senegal. The title Garmis designates a women of high and aristocratic rank and the story of the "Garmis of Gaabu" is recorded in Kaabu mythology:

The Mandingo princess Tenemba fled Mande following a family quarrel and hid in a cave in the nearby kingdom of Kaabu. The King of Kaabu Manforong heard of her presence and then imprisoned her in a house without doors or windows.

One day, babies' cries were heard coming from the house. The King ordered the walls to be broken down and Tenemba was found nursing three new-born daughters.

Astounded by this miracle King Manforong married Tenembe and became a father to the three girls. These were the "Garmis of Gaabu".



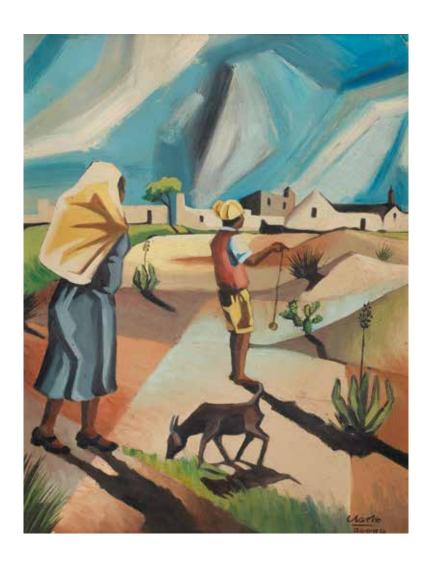
# 10 \* **IBOU DIOUF (SENEGALESE, BORN 1943)**

Portrait de Mere signed and dated 'Ibou Diouf '71' (lower right) oil on canvas 118 x 88cm (46 7/16 x 34 5/8in).

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 20,000

## Provenance

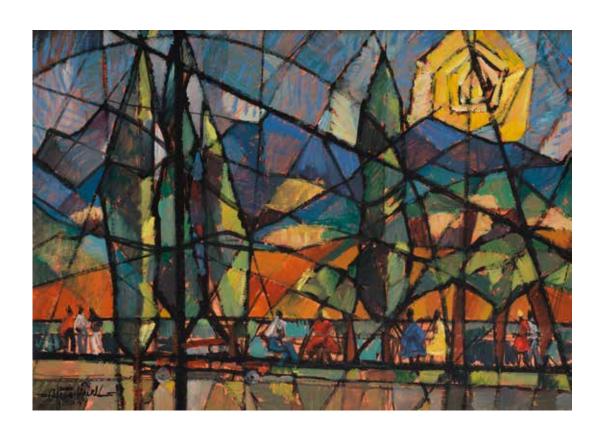
Acquired directly from the artist; A private collection, Senegal



# PETER CLARKE (SOUTH AFRICAN, 1929-2014)

Dry Sands signed and dated 'Clarke/ 20.11.1972' (lower right) oil on board 45.5 x 35cm (17 15/16 x 13 3/4in).

£15,000 - 20,000 €17,000 - 23,000 US\$20,000 - 27,000



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

Landscape signed and dated 'afewerk tekle/ 1972 1964' (lower left) oil on board 48.5 x 68cm (19 1/8 x 26 3/4in).

£4,000 - 6,000 €4,500 - 6,800 US\$5,300 - 8,000



# 13 PROF. UCHE OKEKE (NIGERIAN, 1933-2016)

'Ana was not there, only Darkness' signed and dated 'Uche Okeke 1976' (lower left) watercolour and bodycolour 23.5 x 32cm (9 1/4 x 12 5/8in).

£5,000 - 8,000 €5,600 - 9,000 US\$6,700 - 11,000

# Provenance

A private UK collection.

In Igbo mythology Ana is the mother-goddess. The artist claimed that he drew inspiration from Asele, a mythical designer, who derived her creativity from Ana.



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

Untitled, 1966 signed and dated 'SKUNDER 66' (lower right) oil on canvas 60 x 48.5cm (23 5/8 x 19 1/8in).

£30,000 - 50,000 €34,000 - 56,000 US\$40,000 - 67,000

One of the continent's most highly regarded Modernist artists, Boghossian won a scholarship from the Ethiopian government in 1955, which allowed him to enrol at the prestigious Slade School of Fine Art in London. In 1957, he moved to Paris to teach at the Academie de la Grand Chaumiere. Here he met the Senegalese philosopher, Cheikh Anta Diop, and other exponents of Pan-Africanist thinking.

During these years, Boghossian developed a hybrid aesthetic that synthesised the Modernist experiments of Paul Klee, Max Ernst and Wifredo Lam, with traditional Ethiopian craft techniques.

Boghossian returned to Ethiopia in 1966 to teach at the School of Fine Arts. During his tenure, he encouraged his students to experiment and draw from multiple influences, resulting in an explosion of innovation and creativity.

In 1969, Boghossian moved to the United States to take up a teaching post first at Atlanta University, and then Howard University. Many of his students have become household names in their own right, including Zerihun Yetmgeta and Wosene Kosrof.

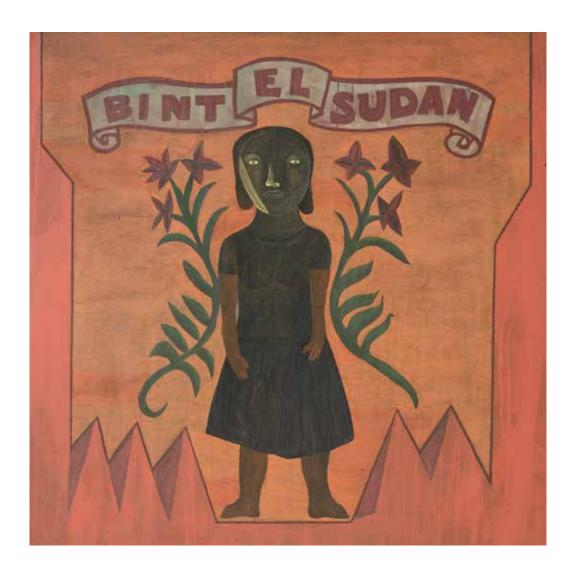
Boghossian's status as a Modernist pioneer was reinforced when he became the first contemporary Ethiopian artist to have works purchased by the Musée d'Art Moderne in Paris (1963) and the Museum of Modern Art in New York (1965).

The current work, executed in 1966, was created when the artist was teaching in Addis. The confidence and dynamism of the composition reveals a master at the height of his powers.



**HUSSEIN SHARIFFE (SUDANESE, 1934-2005)** Figure, 1990 oil on board 66 x 47cm (26 x 18 1/2in).

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 20,000



# SALAH EL-MUR (SUDANESE, BORN 1966)

Bint El Sudan signed and dated 'S ELMUR 2017' (lower centre) acrylic on canvas 139 x 139.5cm (54 3/4 x 54 15/16in).

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 20,000

# Provenance

Acquired direct from the artist by the current owner.

Sharjah Art Museum, 'Salah Elmur Fragrances of the Forest and Photos', February 2018, col illust cat. pg. 122.

Bint El Sudan (Daughter of Sudan) also known as the "Chanel No.5" of Africa was one of the best selling fragrances in the world. First produced in 1920 it was strongly favoured by Muslims as it is manufactured without alcohol, it is still the top selling perfume in Africa.

The artist's version of Bint El-Sudan has the Nubian Kandake (Queen) standing on top of the Pyramids of Meroë, the capital of the Kingdom of Kush of ancient Nubia.



# **FATHI AFIFI (EGYPTIAN, BORN 1950)**

Nasser and the Factories signed and dated 'F.AFIFI/2016 F.AFIFI' (lower right) oil on canvas 94.5 x 146cm (37 3/16 x 57 1/2in).

£4,000 - 6,000 €4,500 - 6,800 US\$5,300 - 8,000 Afifi started life as a specialist technician in one of Nasser's military factories and then proceeded to represent these behemoths in paint.

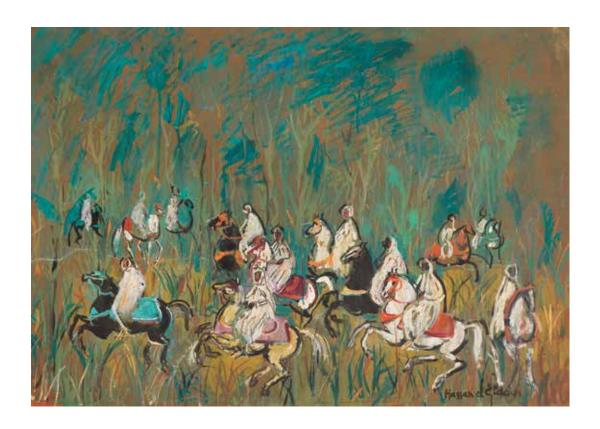
He records images of the state factories to illustrate the industrialization era of Nasser and provide insight into the lives of an often overlooked working class.



# DAVID GOLDBLATT (SOUTH AFRICAN, BORN 1930)

Before the Fight: amateur boxing at the Town Hall, Boksburg. 1980. signed and dated 'David Goldblatt/ 1980' (verso) silver gelatin print image size: 30 x 44.5cm (11 13/16 x 17 1/2in).

£8,000 - 12,000 €9,000 - 14,000 US\$11,000 - 16,000



# HASSAN EL GLAOUI (MOROCCO, 1924-2018)

Moroccan Riders signed 'Hassan el Glaoui' (lower right) gouache on board 73.5 x 106cm (28 15/16 x 41 3/4in).

£18.000 - 22.000 €20,000 - 25,000 US\$24,000 - 29,000

#### Provenance

Acquired directly from the artist: A private European collection.

Today, Hassan el Glaoui is revered as one of Morocco's finest artistic talents. However, his artistic ambitions were almost extinguished before they were kindled.

The son of His Excellency Hadj Thami El Mezouari El Glaoui, the last Pasha of Marrakesh, Hassan was destined to follow his father into politics. Thami El Glaoui was descended from one of the oldest tribes of the Berber people. He was a distinguished horseman and military strategist, earning him the nickname, the Black Panther. He was not initially supportive of his son's desire to pursue a career in the arts.

However, Hassan's fortunes changed when one of his father's visitors, Winston Churchill, saw one of Hassan's paintings. Churchill was himself an enthusiastic artist, and stressed to Thami El Glaoui that being a painter and being a statesman were not mutually exclusive. Hassan was subsequently allowed to enrol in art school in Paris, where he held his first solo exhibition in 1950. His talent was soon recognised, attracting attention from well known international collectors such as Anson Conger Goodyear, co-founder of the Museum of Modern Art in New York.

Like his father, Hassan el Glaoui was deeply devoted to his country of birth, and his paintings pay homage to Moroccan traditions. The current painting depicts riders participating in Thourida (also known as Fantasia performances). During these dramatic performances, traditionally attired horse riders would charge with muskets, firing simultaneously.



**NANDIPHA MNTAMBO (SOUTH AFRICAN, BORN 1982)** Praça de Touros V archival pigment inks on 100% cotton rag paper image size: 40 x 40cm (15 3/4 x 15 3/4in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,700



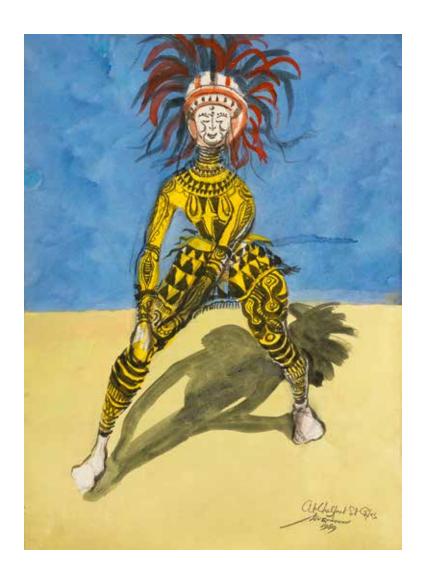
# BENEDICT CHUKWUKADIBIA ENWONWU M.B.E (NIGERIAN, 1917-1994)

Africa dances signed and dated 'Enwonwu/ 1967' (lower right) watercolour on paper laid to board 75 x 27.5cm (29 1/2 x 10 13/16in).

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 20,000 The present lot is an excellent example of Enwonwu's ability to express movement in his dance-themed paintings and sculptures. As Sylvester Ogbechie writes "In his paintings, he had tried to capture this essence [of Dance] by tracking the body in its motions through space, using fractal surfaces and many figures to convey the idea of vigorous movement, which carried the eye in quick jumps to multiple points of focus."

## Bibliography

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



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).

£35,000 - 50,000 €39,000 - 56,000 US\$47,000 - 67,000

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

Head of Osagboivo signed 'ENWONWU/ BEN ENWONWU/ 1949' (to the side of the neck) wood

44 x 16 x 19cm (17 5/16 x 6 5/16 x 7 1/2in).

£20.000 - 30.000 €23,000 - 34,000 US\$27,000 - 40,000

#### Provenance

Purchased by grandfather of vendor directly from the artist during his time in Lagos as technical director of Nigerian Breweries until independence; Thence by descent to present owner.

#### Exhibited

London, Berkeley Gallery, 1950. London, Galerie Apollinaire, July - August 1950. Cat. no. 13. Washington D.C., Howard University, 1950. Boston, Schweitzer Foundation Festival of Arts, 1950. New York, Roosevelt House at Hunter College, 1950. New York, Vasser College, 1950. New York, Syracuse University, 1950. Vermont, Bennington College, 1950.

"The quality of a piece of sculpture carved in ebony is like having produced a metallic wooden sculpture. This is more so when it is highly polished but I prefer to leave my pieces a little dull." - Ben Enwonwu, 1950

This ebony head was carved by Enwonwu in Benin City, Nigeria in 1949, shortly after the artist had returned from the UK. Enwonwu spent time with the traditional carvers in Benin, in order to learn more about their techniques. Enwonwu said the following about this sculpture when he visited the United States for an exhibition and lecture tour in 1950:

"'Head of Osagboivo' is a portrait. Mr. Osagboivo is head of the Benin Wood Carving Guild in Benin City. His father was a carver but unlike the time of his father, he has to work in the Native Administration Department, where the old art has become another, of cheap commercialism.

Osagboivo does not like the idea. But what the Nigerian needs, is to develop a conscious, aesthetic appreciation of art and the artist, to have a critical sense of evaluation of the artistic merits and demerits. This above all else, would maintain a continuity of good work which is lacking today in all Africa. But the people would have to have an art school in which these thing can be taught to them.

For I feel that the West African, having lost his art, is incapable of recognising art when he sees it. But the reason for the disappearance of the aesthetic traditions of Africa is the fault of the British Government who have not created opportunities for the younger generation to pursue the art studies that are of great importance today in all West African colonies.

Even Osagboivo knows this and he complains bitterly. He remembers the days of yore in Benin City, when his father was an eminent master craftsman of the Court of Oba Ado, King of there Benins."



# SYDNEY ALEX KUMALO (SOUTH AFRICAN, 1935-1988)

Studies for sculpture 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).

£5,000 - 8,000 €5,600 - 9,000 US\$6,700 - 11,000

## Provenance

Acquired directly from the artist; A private collection.

This recently re-discovered bronze is similar to the 1963 example found in the Rupert Museum, Stellenbosch. A later editon (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).



#### 25 \*

#### **WILLIAM JOSEPH KENTRIDGE (SOUTH AFRICAN, BORN 1955)**

The caged panther from 'Confessions of Zeno' signed 'Kentridge' (lower right) charcoal and coloured chalk 80 x 120cm (31 1/2 x 47 1/4in).

£70.000 - 100.000 €79,000 - 110,000 US\$93,000 - 130,000

This charcoal is a working drawing Kentridge made in 2002 for Confessions of Zeno, a theatrical multimedia performance that was staged at Documenta XI in Kassel, Germany. The piece was a collaboration between Kentridge, the Handspring Puppet Company, Kevin Volans, Jane Taylor, The Duke Quartet and Dawid Minnaar.

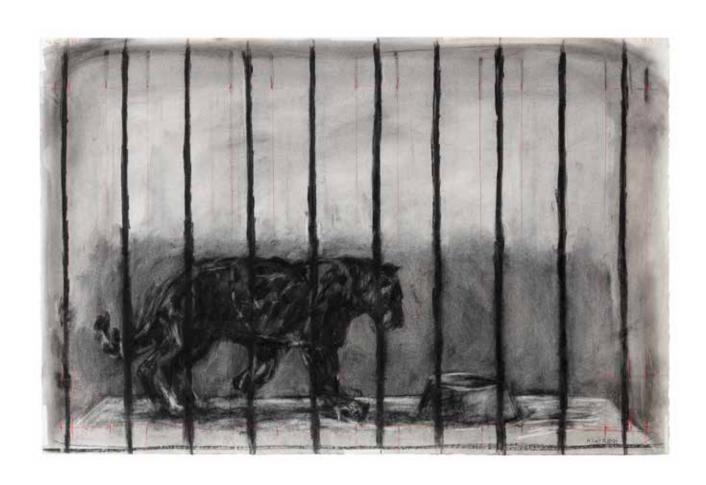
Inspired by Italo Svevo's 1923 novel, La coscienza di Zeno, the film piece depicts a dialogue between the tormented and guilt ridden protagonist, Zeno, and his psychoanalyst. In the book, the dialogue takes place in Trieste on the eve of WWI. A middle class businessman, Zeno is reduced to bankruptcy when he goes into partnership with his feckless brother-inlaw. To add to his financial woes, Zeno is also experiencing turbulence in his marriage, having developed strong feelings for his wife's younger sister. His personal turmoil echoes the wider geopolitical situation.

This particular drawing depicts a panther pacing in a cage, and symbolises Zeno's frustrated sexual desires and professional ambitions. As well as referencing the protagonist's disordered libido, the image also alludes to Rilke's 1902 poem, 'The Panther':

"It seems to him there are a thousand bars; and behind the bars, no world.

As he paces in cramped circles, over and over, The movement of his powerful soft strides is like a ritual dance around a center in which a mighty will stands paralyzed."

The motif of the caged animal is one that continues to fascinate Kentridge. This animation will feature in an adaptation of Kafka's 'The Hunger Artist' he is currently working on.





26 \*

## **WILLIAM KENTRIDGE (SOUTH AFRICAN, BORN 1955)**

Bronze studies signed 'KENTRIDGE' (lower right) charcoal, pastel and pencil sheet size: 100 x 70.5cm (39 3/8 x 27 3/4in).

£20,000 - 30,000 €23,000 - 34,000 US\$27,000 - 40,000



#### 27 **ROBERT GRIFFITHS HODGINS (SOUTH AFRICAN, 1920-2010)** Cadets

signed, dated and titled (verso) oil on canvas 61 x 61cm (24 x 24in).

£12,000 - 18,000 €14,000 - 20,000 US\$16,000 - 24,000







#### MARIO MACILAU (MOZAMBICAN, CIRCA 1984)

Nelson Mandlate; Untitled (The Price of Cement); Untitled (Single Sense) pigment ink jet on cotton rag paper 58 x 87cm (22 13/16 x 34 1/4in).58 x 87cm (22 13/16 x 34 1/4in). each. (3)

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,700

In 2017, Mario Macilau received the LensCulture Exposure Award. In a subsequent interview, he described the motivation behind his Growing in Darkness series:

"Some years ago, I started working with street children in Mozambique, spending time with them in order to gain a deeper understanding of their reality. My aim was to go where everyone advised me not to go. I was determined to reach the sites that seemed

to frighten so many. I entered their private spaces, the bridges and abandoned buildings where they live, sleep, and camp. These places were very dark, damp and dangerous. In these makeshift living spaces, there are no bathrooms, light, water, or any other form of domestic support.

Photography can put up a mental and emotional fence between you and your subject. Holding a camera can install a divide between human hearts, because people often think that photographers are entering their houses and taking photographs of their secrets and privacy without actually getting to know them.

Instead, I photographed with my mind. I frequented their lodgings without my camera, spending as many moments as my time allowed with the children. Gradually, a mutual trust was built. After learning each other's values, a sense of safety was established between us...lt is from this position—that of a friend—that I managed to capture their existence: the adversity of their environments, the endurance of their young but possibly condemned bodies, and the resilience that, daily, defies the inhumanity of their hardships."







29 \* **CINGA SAMSON (SOUTH AFRICAN, BORN 1986)** Gathering I; Gathering II & Man of God. (3).

signed and dated 'C.Samson/2014' acrylic, pen and pencil 38 x 34.5cm (14 15/16 x 13 9/16in).each

£6,000 - 9,000 €6,800 - 10,000 US\$8,000 - 12,000 Samson was born and raised in a township in the Mthatha area of the Eastern Cape, a region of rolling hills. He claims that the beauty of the natural landscape developed an appreciation for the aesthetic from an early age. In his 20s, Samson joined an artist collective in Cape Town, Isibane. This was formative in developing his professional career, offering support, resources and materials. He spent four years honing his skills under the guidance of the collective.

Devotion to his craft still underpins his practice. He keeps a house as a "formality", but spends most of his time in the studio. His guest for virtuosity is driven by his desire to provide homegrown inspiration for Africa's next generation of artists:

"I want you to look at my work and think, 'That's exquisite, that's incredible, I am blown away - and I know it is completely African'". (The artist in an interview with the New York Times, Feb 2020).

#### AMOAKO BOAFO (GHANAIAN, BORN 1984)

Portrait signed, dated and inscribed 'Amoako M/ Boafo 2019/ KING' (lower right) oil on card 30.2 x 30cm (11 7/8 x 11 13/16in).

£15,000 - 20,000 €17,000 - 23,000 US\$20,000 - 27,000

#### Provenance

Acquired directly from the artist; A private collection.

Though born in Accra, Ghana, Amoako Boafo now lives and works in Vienna. His work questions contemporary misunderstandings of blackness by contrasting personal and structural perceptions and portrayals of black people.

His expressionistic and sensitive portraits of friends and acquaintances highlight their selfperception and beauty while challenging the misconceptions of blackness that objectify and dehumanize black people.

"I wanted to paint the Black diaspora, or Black people, the way I see them." Amoako Boafo





#### MIKHAEL SUBOTZKY (SOUTH AFRICAN, BORN 1981)

'Fuck Me', Toekomsrus, Beaufort West, 2007 Lightjet C-print on Fuji Crystal Archive paper Image: 128.7 x 106 cm; sheet size: 147.7 x 126 cm

£4,000 - 6,000 €4,500 - 6,800 US\$5,300 - 8,000

#### Provenance

Acquired from Goodman Gallery, Johannesburg in 2011; The Saatchi Collection.

#### Exhibited

London, Saatchi Gallery, Out Of Focus: Photography, 2012 London, Saatchi Gallery, Dead: A Celebration Of Mortality, 2015 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, pg.150



## MIKHAEL SUBOTZKY (SOUTH AFRICAN, BORN 1981)

Pasvang, Pollsmoor Maximum Security Prison, 2004 Digital print in pigment inks on cotton rag paper 56 x 78cm (22 1/16 x 30 11/16in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,700

#### Provenance

Acquired from Goodman Gallery, Johannesburg in 2014; The Saatchi Collection.

#### Exhibited

London, Saatchi Gallery, Out Of Focus: Photography, 2012 London, Saatchi Gallery, Dead: A Celebration Of Mortality, 2015 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, pg.156







## **DAWIT ABEBE (ETHIOPIAN, BORN 1978)**

X Privacy 3 (2011), X Privacy 4 (2014), X Privacy 5 (2014) (3) mixed media on paper 140 x 100cm (55 1/8 x 39 3/8in). each.

£6,000 - 9,000 €6,800 - 10,000 US\$8,000 - 12,000

#### Provenance

Acquired from Kristin Hjellegjerde in 2014; The Saatchi Collection.

London, Kristin Hjellegjerde, Dawit Abebe, Faig Ahmed, Phoebe Boswell: Trade Roots, 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, pg. 16- 17





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#### **DAVID KOLOANE (SOUTH AFRICAN, 1938-2019)**

Diskiology I & II, 2010, pair (2). mixed media on paper 170 x 126cm and 165 x 126cm

£4,000 - 6,000 €4,500 - 6,800 US\$5,300 - 8,000

#### Provenance

Acquired at Goodman Gallery, Cape Town, South Africa in 2013; The Saatchi Collection.

#### Exhibited

Cape Town, Goodman Gallery, David Koloane: Twenty Ten and Other Things, 2010

London, Saatchi Gallery, Pangaea: New Art From Africa And Latin America, 2014

#### Literature

Saatchi Gallery, 'Pangaea: New Art From Africa And Latin America', 2014, pg.56-57







#### **EPHREM SOLOMON (ETHIOPIAN, BORN 1983)**

Untitled (Portrait Series), 2013 (3) woodcut and mixed media 32 x 32cm (12 5/8 x 12 5/8in). each.

£4,000 - 6,000 €4,500 - 6,800 US\$5,300 - 8,000

## Provenance

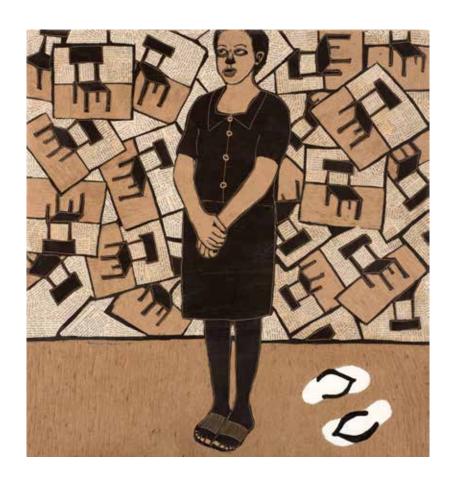
Acquired from Tiwani Contemporary, London in 2014; The Saatchi Collection.

## 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, pg. 143 & 147



## **EPHREM SOLOMON (ETHIOPIAN, BORN 1983)**

Dignity of the Lady woodcut and mixed media 90 x 95 cm (35 7/16 x 37 3/8in). unframed.

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,700

#### Provenance

Acquired from Tiwani Contemporary in 2014; The Saatchi Collection.

## Exhibited

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, pg.148







**ARMAND BOUA (IVORIAN, BORN 1978)** Untitled, 2013 (3) tar and acrylic on cardboard

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

£6,000 - 9,000 €6,800 - 10,000 US\$8,000 - 12,000

#### Provenance

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

## Exhibited

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, pg.46-47.





38 TP

## **DILLON MARSH (SOUTH AFRICAN, BORN 1981)**

Assimilation I (2010) & III (2013), (2) ... 184 x 232cm (72 7/16 x 91 5/16in).each.

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,700

#### Provenance

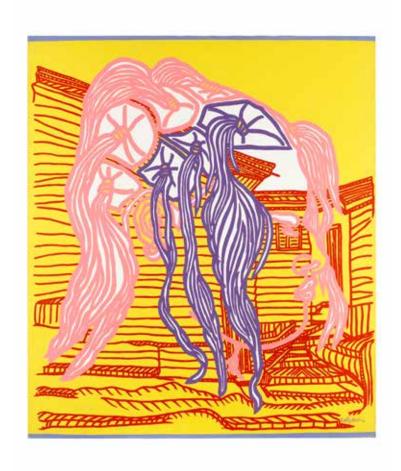
Acquired directly from the artist by the present owner in 2013; The Saatchi Collection.

#### Exhibited

London, Saatchi Gallery, Pangaea: New Art From Africa And Latin America, 2014.

#### Literature

Saatchi Gallery, 'Pangaea: New Art From Africa And Latin America', 2014, pg.94 & 95



## **BORIS NZEBO (CAMEROON, BORN 1979)**

Construction Mentale, 2013 signed and dated 'BORIS NZEBO' (lower right) acrylic on canvas 150 x 130cm (59 1/16 x 51 3/16in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,700

#### Provenance

Jack Bell Gallery, 2013; The 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.133.



40 TP

## ABOUDIA ABDOULAYE DIARRASSOUBA (IVORIAN, BORN 1983)

Kpata street children, 2013 inscribed 'Kpata' (lower centre) acrylic on canvas 199 x 397cm (78 3/8 x 156 5/16in). unframed.

£20,000 - 30,000 €23,000 - 34,000 US\$27,000 - 40,000

## Provenance

Acquired at the Mikael Andersen Gallery, Copenhagen, 2015; A private collection.

## Literature

Art Magazine, 15th July 2014, illust.

Kpata is a small town in western Ivory Coast.



#### 41 ABOUDIA ABDOULAYE DIARRASSOUBA (IVORIAN, BORN 1983)

Self Portrait, 2011 signed 'ABOUDIA' (upper centre) and dated '2011' (lower right), signed and inscribed verso 'Aboudia, Self Portrait' mixed media on canvas 120 x 140cm (47 1/4 x 55 1/8in).

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 20,000



## MANUEL FIGUEIRA (CAPE VERDEAN, BORN 1938)

Maguy estrelas metal da cancela (Maguy metal stars of the gate) signed and dated 'MANUEL FIGUEIRA/ 2003' (lower left); signed, titled and dated (verso) watercolour on canvas 99.5 x 100cm (39 3/16 x 39 3/8in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,700



43 \* W

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

Qui Cersent La Tombe de L'Afrique? (Who Digs the Grave of Africa?) signed and dated 'Chéri SAMBA/ SEPT/NOV/ 94' (lower left) acrylic and glitter on canvas 129 x 192cm (50 13/16 x 75 9/16in).

£40,000 - 60,000 €45,000 - 68,000 US\$53,000 - 80,000

#### Provenance

Acquired directly from the artist; The collection of Jean Pigozzi; Sotheby's sale, Contemporary African Art from the collection of Jean Pigozzi", 24th June 1999, lot 52; A private collection.

Cheri Samba's colourful and bold works are characterised by their comic book style narratives. Often satirical, his scenes indict the leadership in his native country, the Democratic Republic of Congo, and simultaneously remind his audience of the destructive and far

reaching consequences of European colonialism.

This painting asks the following question:

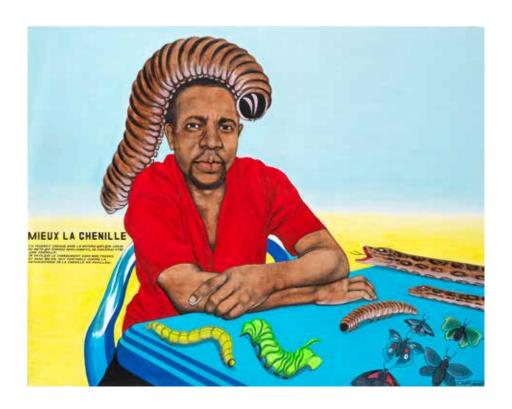
"Qui creusent la tombe de l'afrique? est-ce que les occidentaux ou bien les africains eux meme? (Who is it that digs Africa's grave? Is it the Westerners or the Africans themselves?)"

The figure on the right is being force-fed from a bottle by two white Europeans. He protests indignantly:

"Je ne veux pas manger cette nourriture democratique. Elle est trop amere, elle a beaucoup des lois. Elle ne m'interesse pas, je suis grand assez pour me choisir ma nourriture mais pas celle-ci. (I do not want to eat this democratic food. She is too bitter, she has too many laws. She does not interest me, I am old enough to choose my own food but not this one."

Meanwhile, the two emaciated bodies lying prone to his left lament that they are starving to death:

"La democratie est une valeur irreversible mais elle est tres male venue en afrique. Les politiciens ne veulent pas s'entendre et pendant ce temps, nous peuples, ne faisons que mourir de faim. Les occidentaux ont aussi leur part de responsabilite parce que ils n'avaient pas resolu d'abord le problem d'ethnies. (Democracy is an irreversible value but it has come to Africa very badly. The politicians do not want to get along, and meanwhile all of us, the people, are starving. Westerners also have their share of responsibility because they did not first resolve the problem of ethnicities."



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

Mieux la Chenille signed and dated 'Chéri Samba 2004' (lower right) acrylic and glitter on canvas 113 x 143.5cm (44 1/2 x 56 1/2in).

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 20,000



**EPHREM SOLOMON (ETHIOPIAN, BORN 1983)** Head (2015) signed verso woodcut and newspaper collage

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,700

unframed.

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

Provenance The Collection of Frank Cohen.



46 † 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 €2,800 - 3,900 US\$3,300 - 4,700

#### Provenance

Acquired from the Jack Bell Gallery, 'Ajarb Bernard Ategwa, 24 Hours Busy', 2015; The Collection of Frank Cohen.

#### WILLIAM JOSEPH KENTRIDGE (SOUTH AFRICAN, BORN 1955)

Homecoming signed and dated 'Kentridge '(19)86 15/6' (lower left) charcoal 91 x 63.5cm (35 13/16 x 25in).

£80,000 - 120,000 €90,000 - 140,000 US\$110,000 - 160,000

#### Provenance

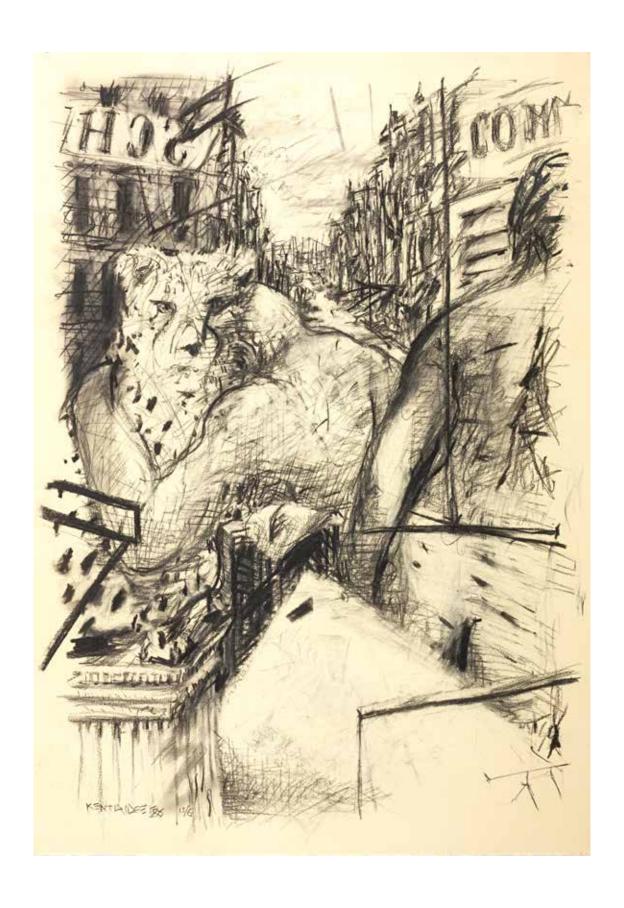
Acquired from Cassirer Fine Art, 'William Kentridge', Johannesburg, 1988; A private collection.

Kentridge has described his work as "a portrait of Johannesburg". However, it is the psychological landscape of South Africa that truly interests him. The social upheaval, racial injustice, and violence that characterised apartheid is reflected in his creative process. Kentridge's works in charcoal are created by 'partial erasure', a process in which parts of one drawing are rubbed out and the next drawing is begun over the top of the remnants. This erasure alludes to the way in which the authorities have selectively 'disremembered' the atrocities that have been visited upon sections of South African society throughout modern history.

"I have never tried to make illustrations of apartheid, but the drawings are certainly spawned by and feed off the brutalized society left in its wake. I am interested in a political art, that is to say an art of ambiguity, contradiction, uncompleted gestures and uncertain things. An art (and a politics) in which my optimism is kept in check and my nihilism at bay." (Kentridge)

In this charcoal drawing, Homecoming, fragmented images are layered one on top of the other. In the background, a built up street with derelict looking buildings recedes into the distance. In the foreground, a man embraces a cheetah, whilst the naked figure to the right turns away from us. The shadowy and indistinct scene is more of a dreamscape, than any recognizable location.

Curator, Carlyn Christov-Barkargiev, describes Kentridge's work as an "elegiac art that explores the possibility of poetry in contemporary society, and provides a powerful satirical commentary on that society, while proposing a way of seeing life as a continuous process of change rather than a controlled world of facts".





48 \*

## **WILLIAM KENTRIDGE (SOUTH AFRICAN, BORN 1955)**

A still life of vegetables signed 'To Pippa with love/ from William/ 29/7/90' (lower right) watercolour 41 x 51cm (16 1/8 x 20 1/16in).

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 20,000



49 \*

## **WILLIAM KENTRIDGE (SOUTH AFRICAN, BORN 1955)**

Woman and Fish signed 'W Kentridge' (lower left) and dated '29 July 1987' (lower right) charcoal and pencil on paper 18 x 23cm (7 1/16 x 9 1/16in).

£5,000 - 8,000 €5,600 - 9,000 US\$6,700 - 11,000



## BERTINA LOPES (MOZAMBICAN, 1924-2012)

'Che non muore mai e tutto ricorda il popolo' (That never dies, the people remember everything) signed 'Bertina' (lower right); inscribed with artist's name, title, date and medium (verso) oil on canvas 98 x 68.5cm (38 9/16 x 26 15/16in).

£4,000 - 6,000 €4,500 - 6,800 US\$5,300 - 8,000







## DUMILE FENI-MHLABA (ZWELIDUMILE MXGAZI) (SOUTH AFRICAN, 1942-1991)

'Family of Five'; 'Why' & 'Two headed Preacher'(3).

1. 'Family of Five'

signed 'Dumile' (lower left), titled and dated 'FAMILY/ 1966' (lower right); and inscribed 'Family of Five Dumile/ Composition/ terracotta' (lower right)

. 31.5 x 18cm (12 3/8 x 7 1/16in).

2. 'Why'

signed, titled and dated 'Why/ dumile/ 196?' (center right); and bears indistinct description.

26.5 x 15.5cm (10 7/16 x 6 1/8in).

3. 'Two-Headed Preacher' signed 'DUMILE' (lower right) 31.5 x 21.5cm (12 3/8 x 8 7/16in). unframed

£4,000 - 6,000 €4,500 - 6,800 US\$5,300 - 8,000



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

Dream Head signed and dated 'Ben Enwonwu 1955' (lower right) watercolour and bodycolour 56 x 20cm (22 1/16 x 7 7/8in).

£7,000 - 10,000 €7,900 - 11,000 US\$9,300 - 13,000 Provenance

A private UK collection.

A similar watercolour of 1955 entitled "John's Dream" was sold in these rooms on 20th May 2015.



53 **AMADOU SANOGO (MALIAN, BORN 1977)** Untitled, 2010 signed and dated 'A.Sanogo/ 2010' (lower right) acrylic and crayon on canvas 120 x 95cm (47 1/4 x 37 3/8in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,700



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#### **WOSENE WORKE KOSROF** (ETHIOPIAN/AMERICAN, BORN 1950)

WordPlay IV (2007)

signed and dated 'WOSENE 20/07' (lower right); inscribed with title, medium, date, artist's name and signature (verso) oil on canvas

170 x 216.5cm (66 15/16 x 85 1/4in).

£25,000 - 35,000 €28,000 - 39,000 US\$33,000 - 47,000

#### Provenance

Acquired at the Gallery of African Art, London, 2013; A private collection.

#### Exhibited

London, Gallery of African Art, 'Word Play', 2013.



## **ESTHER MAHLANGU (SOUTH AFRICAN, BORN 1935)**

Untitled

signed and dated 'Esther Mahlangu 2014' (lower left) acrylic on canvas 100 x 149cm (39 3/8 x 58 11/16in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,700

Cape Town, Irma Stern Museum, 'Esther Mahlangu at 80', 2015. London, British Museum, 'South Africa: The Art of a Nation', 2016, (serigraph print).

London, Frieze Art Fair, BMW Pavilion, 2016.



## **DYLAN LEWIS (SOUTH AFRICAN, BORN 1964)**

Leopard bust signed and dated 'Dylan Lewis/ 99' bronze 83.5 x 40 x 47cm (32 7/8 x 15 3/4 x 18 1/2in). including base.

£12,000 - 18,000 €14,000 - 20,000 US\$16,000 - 24,000



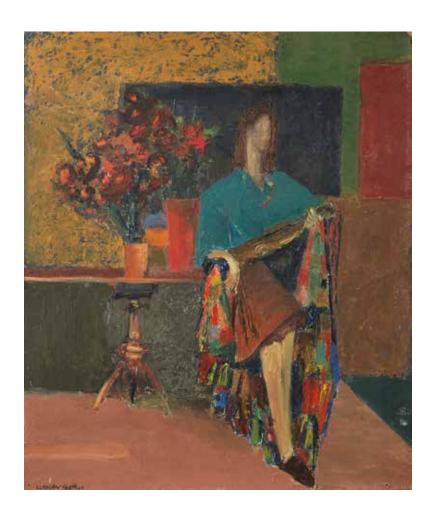
57

#### **DYLAN LEWIS (SOUTH AFRICAN, BORN 1964)**

Leopard Lying on back maquette signed and numbered 'Dylan Lewis/ 9/15' and bears foundry mark to cast; inscribed with artist name, title, catalogue no. 'S82/9', edition no '9/15' and cast date '07/2001' (to plaque on the base) bronze

21 x 46.5 x 40cm (8 1/4 x 18 5/16 x 15 3/4in).

£7,000 - 10,000 €7,900 - 11,000 US\$9,300 - 13,000



#### WALTER WHALL BATTISS (SOUTH AFRICAN, 1906-1982)

Portrait of a Lady signed 'Walter Battiss' (lower left) oil on board 61 x 51cm (24 x 20 1/16in).



59 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).

#### ANTON VAN WOUW (SOUTH AFRICAN, 1862-1945)

The Art Student signed, inscribed and dated 'A. van Wouw / Pretoria 1902' (to chest verso); inscribed 'G. Nisini fuse-Roma' (to base) bronze 32cm (12 5/8in) high.

£50,000 - 80,000 €56,000 - 90,000 US\$67,000 - 110,000

#### Provenance

The collection of John William Quinn, mayor of Johannesburg 1905-06; By direct descent to the current owner.

#### Exhibited

South Africa, Rembrandt van Rijn Foundation touring exhibition, Pierneef Van Wouw; paintings and sculptures by two South African Masters, 1980-81, no. 42, illustrated p.17, (similar cast).

#### Literature

A.E. Duffey, Anton van Wouw: The Smaller Works, (Pretoria, 2008), illustrated pp. 33-35, (similar cast).

The present lot depicts George E. Gordon Leith (1885–1965) whilst a student to van Wouw. Leith was born in Knysna and his family moved to Pretoria in 1889. From the ages of fourteen to sixteen he was drawing and modelling under van Wouw's guidance and through this he made the acquaintance of many artists including J.H. Pierneef, Fanie Eloff and Frans Oerder.

Gordon Leith was later to become an eminent architect working in the classical tradition established by Sir Herbert Baker.

"On his lap he has a rectangular drawing board on which a large eraser can be seen on the right at the top and the drawing paper is placed at an angle. In front the drawing board rests on a single thin leg, which is placed on the base of the small sculpture, between the boots of the boy. The boy wears an overcoat and bends forward, with full concentration, over his drawing board, which he draws against his stomach with his left arm. Even in this early small sculpture one becomes aware of van Wouw's obsession with fine detail such as the pocket knife behind the boy on the wooden box, the loose hanging straps of the overcoat, the cross-threaded shoelaces and the grain of the wooden box."

#### **Bibliography**

A. E. Duffey, Anton van Wouw: The Smaller Works, (Pretoria, 2008), p. 33

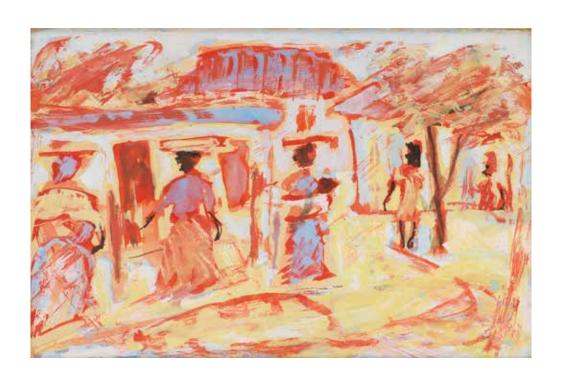




61 GERARD SEKOTO (SOUTH AFRICAN, 1913-1993) The bicyclist

signed 'G. SEKOTO' (lower right) gouache 32 x 48.5cm (12 5/8 x 19 1/8in).

£4,000 - 6,000 €4,500 - 6,800 US\$5,300 - 8,000

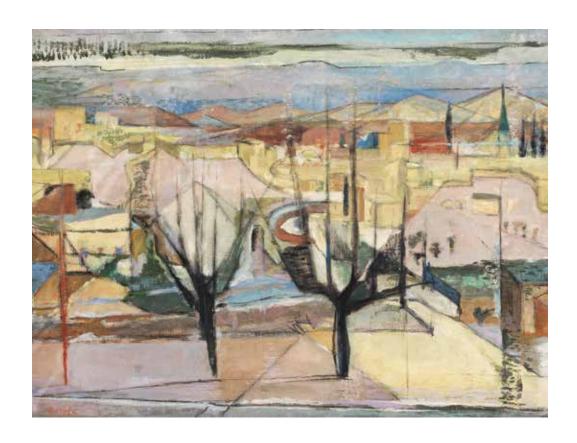


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# **GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)**Women carrying baskets

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

£4,000 - 6,000 €4,500 - 6,800 US\$5,300 - 8,000



## MAUD FRANCES EYSTON SUMNER (SOUTH AFRICAN, 1902-1985)

Bethany, 1956 signed 'Sumner' (lower left) oil on canvas 50 x 64cm (19 11/16 x 25 3/16in).

£7,000 - 10,000 €7,900 - 11,000 US\$9,300 - 13,000

#### Provenance

Lady Holford; A private collection.

#### Literature

Eglinton, C., 'Maud Sumner', pub. Cape Town, 1968, pl. 35, b/w.

Sumner first visited the Holy Land in 1953 and then painted many views of the region for the next ten years.

Bethany, otherwise known as Al-Eizariya, is a town at the foot of the Mount of Olives.



FRANS DAVID OERDER (SOUTH AFRICAN, 1867-1944) Still life with flowers signed 'Frans Oerder' (lower left)

oil on canvas 59 x 99cm (23 1/4 x 39in).



#### **AKINOLA LASEKAN (NIGERIAN, 1921-1972)**

Femi signed 'Akinola Lasekan' (lower right) oil on board 48 x 38.5cm (18 7/8 x 15 3/16in).

£20,000 - 30,000 €23,000 - 34,000 US\$27,000 - 40,000

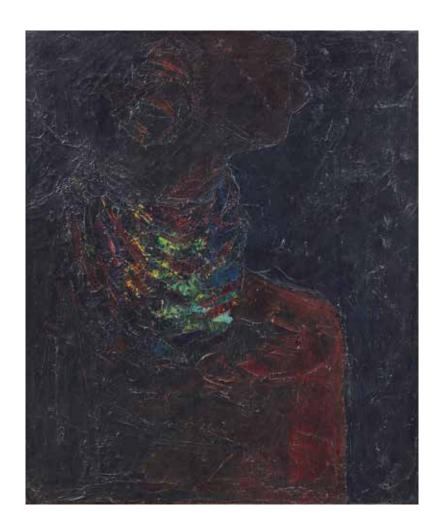
"A versatile artist is not just one who works in many stress areas of art, but one who handles each area of his interest with maximum professional competence, making him a master in each area, to the extent that it will be very difficult to really know the primary area of his speciality. He is not a "Jack of all trades", as the cliché goes, but he is a master of all trades; that is, in each, he is a master. Akinola Lasekan was indeed a versatile artist... He was a painter, illustrator, textile designer, graphic designer, cartoonist, an art teacher, a proprietor and a curator:

As a painter, Lasekan distinguished himself as early as 1938 when the Weekly Record newspaper recognised him "as one of the portrait painters following the footsteps of Aina Onabolu, the pioneer."

The evidence is there with his superb academy colour language that is greatly and gracefully acquired by his portrait works, group compositions, landscapes and one-figure compositions. His paintings were well exhibited all over Nigeria, Ghana and the United Kingdom between 1040 and the early 1970's."

#### Bibliography

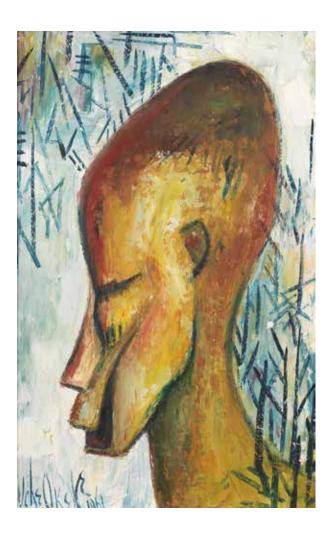
Prof. Ola Oloidi, Lasekan: The Unrivaled Pioneer, Position International Art Review Vol.5 Number 4.



ABLADE GLOVER (GHANAIAN, BORN 1934) Woman wearing a necklace signed and dated 'Glo/75' (lower centre) oil on canvas

60.5 x 50.5cm (23 13/16 x 19 7/8in).

£5,000 - 7,000 €5,600 - 7,900 US\$6,700 - 9,300



#### 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).

£12,000 - 18,000 €14,000 - 20,000 US\$16,000 - 24,000

#### 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:

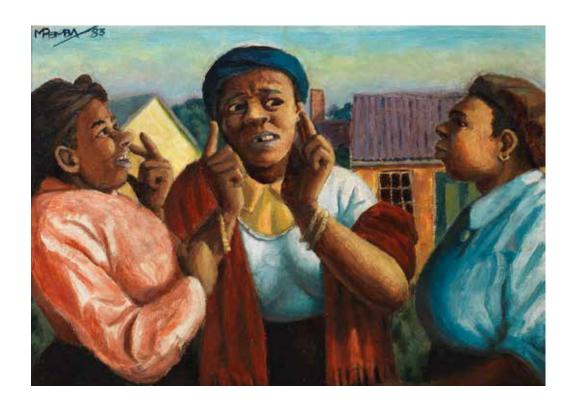
"We must fight to free ourselves from mirroring foreign culture...We must have our own school of art independent of European and Oriental schools, but drawing as much as possible from what we consider in our clear judgment to be the cream of these influences, and wedding them to our native art culture."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

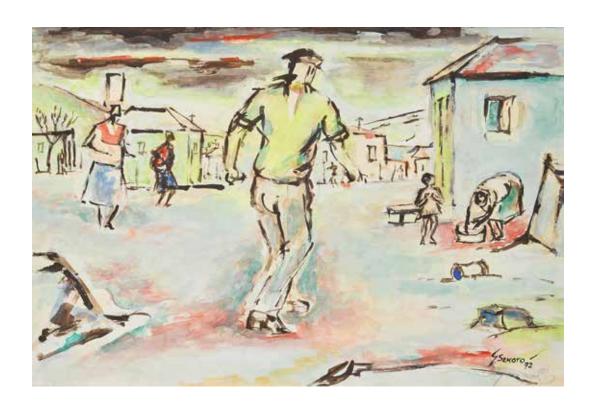
C. Okeke-Agulu, Post-colonial Modernism: Art and Decolonization in Twentieth-Century Nigeria, (Durham, 2015), pp.99-105.



#### GEORGE MILWA MNYALUZA PEMBA (SOUTH AFRICAN, 1912-2001)

'Gossipers' signed and dated 'MPEMBA/ 83' (upper left); inscribed with title (verso) oil on board 34 x 43.5cm (13 3/8 x 17 1/8in).

£7,000 - 10,000 €7,900 - 11,000 US\$9,300 - 13,000



**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).

£5,000 - 8,000 €5,600 - 9,000 US\$6,700 - 11,000

#### Provenance

A private collection, USA.



### **GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)**

The bicycle ride signed and dated 'G SEKOTO/ '71' (lower right) watercolour 11.5 x 14cm (4 1/2 x 5 1/2in) sheet size.



#### **ANTON VAN WOUW (SOUTH AFRICAN, 1862-1945)**

Shangaan

signed and dated 'A van Wouw/ S.A. Johburg/ 1907' (under right elbow); inscribed 'G Nisini fuse Roma' (to base)

31 x 19 x 15.5cm (12 3/16 x 7 1/2 x 6 1/8in) excluding base.

£25,000 - 35,000 €28,000 - 39,000 US\$33,000 - 47,000

#### Literature

A. E. Duffy, Anton van Wouw: The Smaller Works, (Pretoria, 2008), another edition illustrated p.63 and p.64.

M. Read and J. Michau, Anton van Wouw 1862-1945, exhibition catalogue, (Johannesburg, 2009), another edition illustrated p.13 and on the front cover.

University of Pretoria, Anton van Wouw en die van Wouwhuis, (Pretoria, 1981), another edition illustrated p.29.

With his focussed brow and folded arms, Van Wouw's Shangaan has been described as a particularly intense exponent of his smaller sculptures. The work reveals the sculptor's studious observation of the minutiae of human posture: the sitter's upper arm muscles are particularly prominent where his hands buoy them up, his armband pulls taught against the skin on his wrist, and his shoulders are set slightly akilter.

As A. E. Duffy remarks of the work, as is evident in this Nisini casting:

"Conspicuous in the best Italian castings are the distinctiveness of the frown on the forehead, the protruding mouth, the exact lines of the armband, the well-modelled right thumb and ears and the contrast between the dark patina of the hair on the head and the light brown patina of the rest of the body."

#### Bibliography

A. E. Duffy, Anton van Wouw: The Smaller Works, (Pretoria, 2008), another edition illustrated p.64



## 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.

£12,000 - 18,000 €14,000 - 20,000 US\$16,000 - 24,000

#### 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 anyalze 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.



#### **DYLAN LEWIS (SOUTH AFRICAN, BORN 1964)**

'Walking Tiger Maquette' (S209) signed and numbered 'Dylan Lewis 2/15' (to base) bronze 35 x 43 x 12cm (13 3/4 x 16 15/16 x 4 3/4in).

£5,000 - 7,000 €5,600 - 7,900 US\$6,700 - 9,300



#### 74 MOHAMMED AHMED ABDALLA ABBARO (SUDANESE, 1933-2016) Deep rimmed pot burnished high fired stoneware 38 x 41 x 41cm (14 15/16 x 16 1/8 x 16 1/8in).



75 TP

### TWINS SEVEN-SEVEN (NIGERIAN, 1944-2011)

Osogbo Deities watercolour and pen and ink on applied boards 245 x 122cm (96 7/16 x 48 1/16in). unframed.

£4,000 - 6,000 €4,500 - 6,800 US\$5,300 - 8,000

#### Provenance

Acquired directly from the artist in Nigeria, circa 1975; By descent to the current owner.



KOFI ANTUBAM (GHANAIAN, 1922-1964) An Akan Akoyeame (Spokesman)

signed and dated 'Kofi Antubam/ 1950' (lower right) oil on canvas 78.5 x 55cm (30 7/8 x 21 5/8in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,700 Kofi Antubam was awarded a scholarship to Goldsmiths College, London from 1948-50.

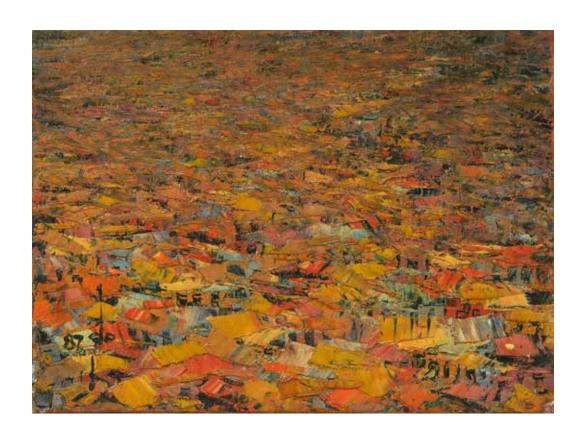
In the tradition of the Akan people of Ghana the Akan chiefs never speak in public, but convey messages through their spokesman or Akan Akoyeame.



# ABLADE GLOVER (GHANAIAN, BORN 1934)

Market People signed and dated 'Glo / 16' (lower right) oil on canvas 100.5 x 100.5cm (39 9/16 x 39 9/16in).

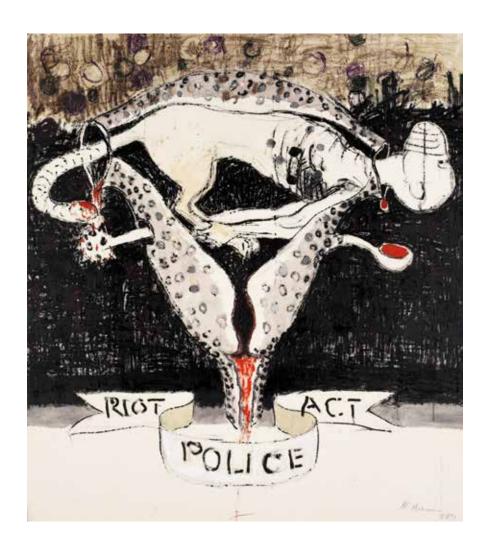
£5,000 - 8,000 €5,600 - 9,000 US\$6,700 - 11,000



# ABLADE GLOVER (GHANAIAN, BORN 1934)

View over a village (yellow roofs) signed and dated '87 Glo' (lower left) oil on canvas 43.2 x 59.5cm (17 x 23 7/16in).

£4,000 - 6,000 €4,500 - 6,800 US\$5,300 - 8,000



### 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).

£4,000 - 6,000 €4,500 - 6,800 US\$5,300 - 8,000



80 \* **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).



#### 81 TP

## **ARMAND BOUA (IVORIAN, BORN 1978)**

Sleeping street children signed 'Boua' (centre right), bears signature 'Armand' on stretcher verso oil on canvas 160 x 214cm (63 x 84 1/4in).

£8,000 - 12,000 €9,000 - 14,000 US\$11,000 - 16,000

#### Provenance

A private collection, Cote d'Ivoire.

The above work was part of the artist's diploma exhibition when graduating from the National National School of Fine Arts, Cote d'Ivoire.



#### AIME MPANE (DEMOCRATIC REPUBLIC OF CONGO, BORN 1968)

Regard Lointain signed and dated 'Aime Mpane 96' (lower right) oil on canvas 145.5 x 116cm (57 5/16 x 45 11/16in).

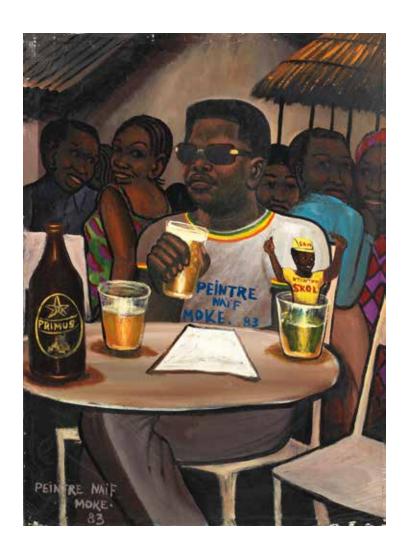
£7,000 - 10,000 €7,900 - 11,000 US\$9,300 - 13,000

#### Provenance

Acquired from the artist by the present owner in 1998.

Monaco, Salle d'Exposition du Quai Antoine 1er, "Afrika Sana la Congolaise peintre d'hier et d'aujourd'hui", 2001, illust catalogue front cover.

The exhibition "Afrika Sana" was hosted by the Principality of Monaco and curated by Francis Kasasa.



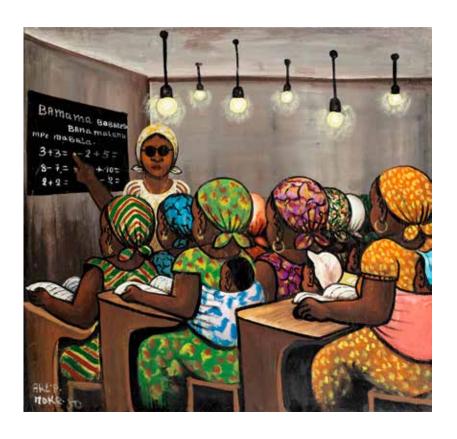
83 \*

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

A man in a cafe, probably a self portrait titled, signed and dated 'PEINTRE NAÏF/ MOKE./ 83' (lower left) oil on canvas 94 x 69cm (37 x 27 3/16in).

£8,000 - 12,000 €9,000 - 14,000 US\$11,000 - 16,000

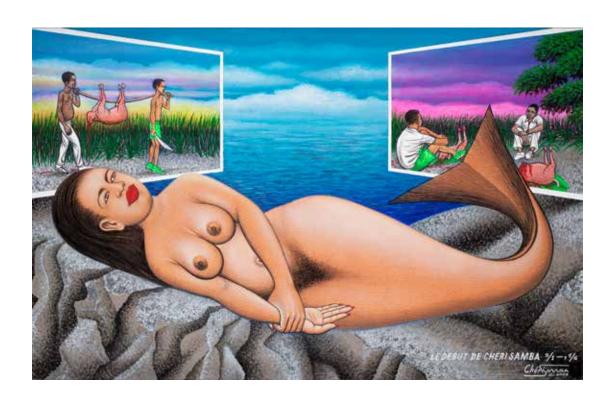
In 1983 Moke participated in an exhibition of Art Naif at the Goethe Instituit in Kinshasa, DRC.



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

Classes des Femmes signed and dated 'ARt.P./ MOKe.80' (lower left) oil on canvas 87 x 93cm (34 1/4 x 36 5/8in).

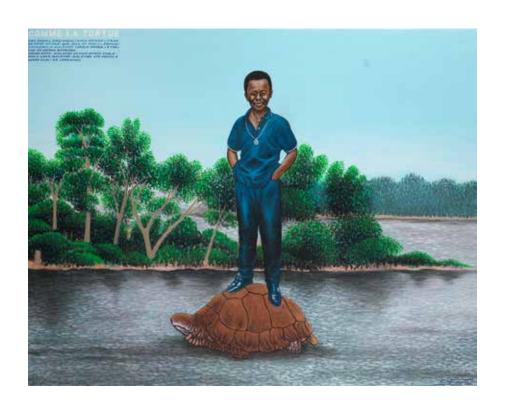
£4,000 - 6,000 €4,500 - 6,800 US\$5,300 - 8,000



## 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).

£5,000 - 8,000 €5,600 - 9,000 US\$6,700 - 11,000



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

Comme la Tortue signed and dated 'Chéri Samba/ AV.1992' (lower right) acrylic and glitter on canvas 113 x 143.5cm (44 1/2 x 56 1/2in).

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 20,000



87

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

Beauté Virginale signed and dated 'Cheri Samba JN 2015' (lower right) oil on canvas 130 x 97cm (51 3/16 x 38 3/16in). unframed and unstretched.

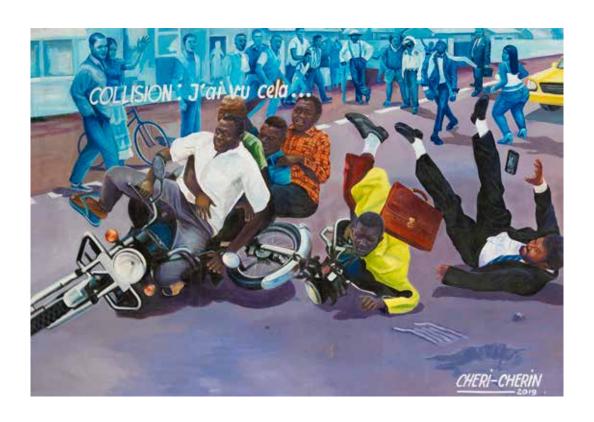
£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 20,000

#### Provenance

Acquired directly from the artist in 2015; A private collection.

The work bears the artist's French inscription:

"This body is inviolable territory, a forbidden and protected sanctory, the destruction of innocence and rape are crimes".



### CHERI CHERIN (DEMOCRATIC REPUBLIC OF CONGO, BORN 1955)

'COLLISION: J'ai vu cela...' signed and dated 'CHERI-CHERIN/-2019' (lower right) acrylic on canvas 128 x 184.5cm (50 3/8 x 72 5/8in).

£5,000 - 8,000 €5,600 - 9,000 US\$6,700 - 11,000



89 \* **ABLADE GLOVER (GHANAIAN, BORN 1934)**Women in the market
signed and dated 'Glo/91' (lower left)
oil on canvas
101 x 152cm (39 3/4 x 59 13/16in).

£7,000 - 10,000 €7,900 - 11,000 U\$\$9,300 - 13,000



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

Yam Farm signed 'ato delaquis' (lower left) and inscribed 'YAM FARM/ ATO DELAQUIS' (verso) acrylic on canvas 73.5 x 91.5cm (28 15/16 x 36in).



#### **GEORGE LILANGA DI NYAMA (TANZANIAN, 1934-2005)**

Village at the lake, 2003 signed 'Lilanga' (lower left) oil on canvas 137 x 257cm (53 15/16 x 101 3/16in). unframed and unstretched.

£4,000 - 6,000 €4,500 - 6,800 US\$5,300 - 8,000

#### Provenance

A private collection.

Kamphausen, P. A. 'George Lilanga, Colours of Life', pub. Hamburg 2005, illust pg.54.

In the 2005 publication the artist recounts of this work:

"This is a special painting, I have conceived it as a large village scene. The picture was almost ready. You must know now that it was the rainy season in which children sometimes play in the workshop. When raging they knocked over a pot with blue colour. I have thought fast how I can save the beautiful village painting. From this, the lake with the swimmer and the small boats as a new subject arose."



### CHERI CHERIN (DEMOCRATIC REPUBLIC OF CONGO, BORN 1955)

'Multi-Fantas' signed and dated 'CHERI-CHERIN/ 2018' (lower right) oil on canvas 57 x 79cm (22 7/16 x 31 1/8in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,700



93 TP

### AMADOU FATOUMATA BA (SENEGALESE, BORN 1977)

Throne incised signature 'AME' (on attached lozenge) cut and varnished rubber tyres 193 x 136 x 80 cm. (76 x 53 9/16 x 31 1/2 in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,700 The artist featured in a BBC documentary of 2014 following his exhibition of work at the Dakar Bienniale earlier that year.



94

### ALFRED LIYOLO LIMBE M'PUANGA (DEMOCRATIC REPUBLIC OF CONGO 1943-2019)

L'accrobate

signed, titled and dated 'l'accrobate/ Liyolo 1986/ Zaire' (to the right leg)

64 x 23 x 48.5cm (25 3/16 x 9 1/16 x 19 1/8in).including base.

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,700 Alfred Liyolo's large public sculptures can be seen across Kinshasa following President Mobutu's political doctrine of recours à l'authenticité. Aimed at erasing all traces of Belgian colonialism, it found expression in a new state culture, embodied in art, architecture and sculpture.

The artist was General Director of the Art Academy of Kinshasa, from 1981 to 1991.



95 \*

### OTIS KWAME KYE QUAICOE (GHANAIAN, BORN 1990)

Bold and Vibrant signed 'Kwame Kye" (lower right); signed, inscribed and dated 2017 (verso) acrylic on canvas 95 x 125cm (37 3/8 x 49 3/16in).

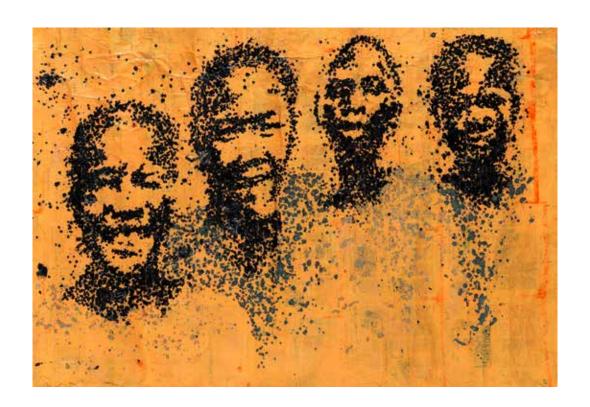
£7,000 - 10,000 €7,900 - 11,000 US\$9,300 - 13,000

### Provenance

Acquired from the Artist's Alliance Gallery, Accra; A private collection.

The artist attended the Ghanatta College of Art and Design for Fine Art in Accra and now lives and works in Portland, Oregon. He held his first exhibition in the USA "Black Like Me" at Roberts Projects Gallery, Los Angeles in January 2020.

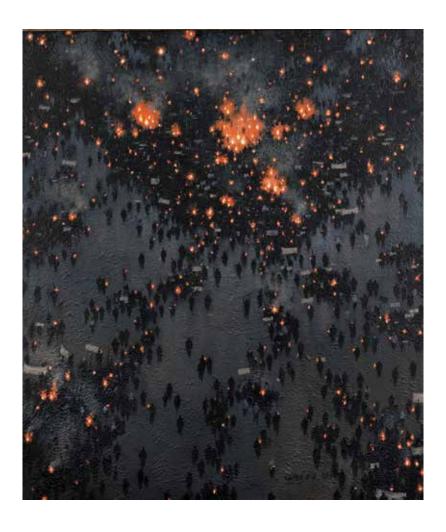
"Color means a great deal where I come from. It's a distinguishing quality - the very means of self-expression". Otis Kwame Kye Quaicoe



### SAINT ETIENNE YEANZI (BORN IVORY COAST 1988)

Abidjan street children signed 'Yeanzi/ 18' (verso) melted plastic on paper 120 x 190cm (47 1/4 x 74 13/16in). unframed and unstretched.

£5,000 - 8,000 €5,600 - 9,000 US\$6,700 - 11,000 Yeanzi studied painting and photography at the Ecole des Beaux Arts d'Abidjan. His unique technique involves collecting plastic materials from the streets of Abidjan and melting them on paper or canvas.



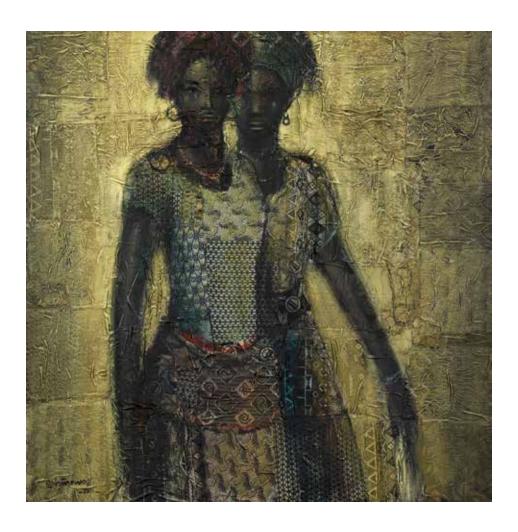
# **ABIODUN OLAKU (NIGERIAN, BORN 1958)**

'Reclamation' (Power to the People) signed and dated 'OLAKU A.O. '11' (lower right); inscribed with title, date and artist's name (verso) oil on canvas 111 x 95.5cm (43 11/16 x 37 5/8in).

£8,000 - 12,000 €9,000 - 14,000 US\$11,000 - 16,000

### Provenance

Acquired at the Omenka Gallery, Lagos, 2011; A private collection.



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

signed and dated 'Oshinowo/ -2011-' (lower left) mixed media on canvas 121 x 121cm (47 5/8 x 47 5/8in).

£12,000 - 18,000 €14,000 - 20,000 US\$16,000 - 24,000

### Provenance

Bonhams "Africa Now" sale, 23rd May 2013, lot 175; A private collecton.

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

The current lot set the world record price for a work by Kolade Oshinowo with the buyer paying £46,650 in the 2013 auction.



99 \* **ALFRED NEVILLE LEWIS (SOUTH AFRICAN, 1895-1972)**Portrait
signed 'Neville Lewis' (lower left)
oil on canvas

75.5 x 31cm (29 3/4 x 12 3/16in).

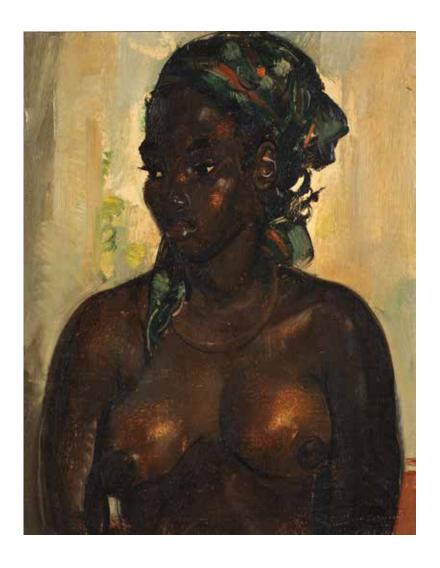
£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 20,000



### **ELIAS JENGO (TANZANIAN, BORN 1936)**

Sindimba Dancer signed and dated 'E Jengo/ 98' (lower right); inscribed with title (verso) oil on canvas 84 x 62cm (33 1/16 x 24 7/16in).

£3,000 - 5,000 €3,400 - 5,600 US\$4,000 - 6,700



**CLEMENT SERNEELS (BELGIAN, 1912-1991)** Congolese lady signed and dated 'Clement Serneels 1940' (lower right) oil on board 49 x 39cm (19 5/16 x 15 3/8in).

£4,000 - 6,000 €4,500 - 6,800 US\$5,300 - 8,000 Serneels first visited the Congo in 1936 and then returned to settle in 1939 at Lake Kivu. He later exhibited in Brussels and South Africa.



102

### **AKINOLA LASEKAN (NIGERIAN, 1921-1972)**

Portrait of a Yoruba Lady signed 'Akinola Lasekan' (lower right); bears inscription 'Onileku, Akinola Lasekan' and 'K A Player, QES' (verso) oil on board 50 x 40cm (19 11/16 x 15 3/4in).

£10,000 - 15,000 €11,000 - 17,000 US\$13,000 - 20,000

### Provenance

Ms Kathleen A Player.

Kathleen Player worked in Nigeria as Woman Education Officer at King's College, Lagos and then was the founder of Queen Elizabeth School, Ilorin where she served as principal from 1954-1962.

The inscription 'Onileku' refers to the village of that name in Oyo State, not far from the artist's birth town of Ipele, both in the heart of Yorubaland.

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

#### 2. LOTS

Subject to the Contractual Description printed in bold letters in the Entry about the Lot in the Catalogue (see paragraph 3 below), Lots are sold to the Buyer on an "as is" basis, with all faults and imperfections. Illustrations and photographs contained in the Catalogue (other than photographs forming part of the Contractual Description) or elsewhere of any Lots are for identification purposes only. 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.

### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

### Contractual Description of a Lot

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

### Estimates

In most cases, an Estimate is printed beside the Entry. Estimates are only an expression of Bonhams' opinion made on behalf of the Seller of the range where Bonhams thinks the Hammer Price for the Lot is likely to fall; it is not an Estimate of value. It does not take into account any VAT or Buyer's Premium payable 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.

#### **Condition Reports**

In respect of most Lots, you may ask Bonhams for a Condition Report on the Lot's general physical condition. If you do so, this will be provided by Bonhams on behalf of the Seller free of charge. As this is offered additionally and without charge, Bonhams is not entering into a contract with you in respect of the Condition Report and accordingly does not assume responsibility to you in respect of it. The Condition Report represents Bonhams' reasonable opinion as to the Lot's general condition in the terms stated in the particular report, and Bonhams does not represent or quarantee that a Condition Report includes all aspects of the internal or external condition of the Lot. Neither does the . Seller owe or agree to owe you as a Bidder or Buyer any obligation or duty in respect of this free report about a Lot, which is available for your own inspection or for inspection by an expert instructed by you.

#### 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 Buver.

#### 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 equalling or exceeding such Reserve) on behalf of the Seller. We are not responsible to you in respect of the presence or absence of any Reserve in respect of any Lot. If there is a Reserve it will 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. Bonhams undertakes Customer Due Diligence (CDD) into its Sellers and Buvers as required by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("the Regulations"). Bonhams' interpretation of the Regulations and Treasury Approved industry Guidance is that CDD under the Regulations is not required by Buyers into Sellers at Bonhams auctions or vice versa 6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE

## 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  $\Sigma$ 2,500 of the *Hammer Price* 25% of the *Hammer Price* above  $\Sigma$ 3,500 and up to  $\Sigma$ 3,000,000 20% of the *Hammer Price* above  $\Sigma$ 3,000,000 and up to  $\Sigma$ 3,000,000 13.9% of the *Hammer Price* above  $\Sigma$ 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).

 Hammer Price
 Percentage amount

 From €0 to €50,000
 4%

 From €50,000.01 to €200,000
 3%

 From €200,000.01 to €350,000
 1%

 From €350,000.01 to €500,000
 0.5%

 Exceeding €500.000
 0.25%

#### Q VA

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 building 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  $\Sigma 5,000$ , 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. artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/ or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any Sale nor allow any delay in making full payment for the Lot. Generally, please contact our shipping department before the Sale if you require assistance in relation to export regulations.

#### 13. CITES REGULATIONS

Please be aware that all *Lots* marked with the symbol Y are subject to CITES regulations when exporting these items outside the EU. These regulations may be found at

http://www.defra.gov.uk/ahvla-en/imports-exports/cites/ or may be requested from:

Animal Health and Veterinary Laboratories Agency (AHVLA) Wildlife Licensing

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

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.

#### 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

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 gernstones. 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 Iving 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.

Buvers 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
- Belgian bottled
- FB French bottled
- GB German bottled
- OB Oporto bottled
- UK United Kingdom bottled owc - original wooden case
- iwc individual wooden case
- original carton

### SYMBOLS

### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Subject to CITES regulations when exporting these items outside the FLL see clause 13
- Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this
- Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Wines lying in Bond.
- An Additional Premium will be payable to us by the Buyer to cover our Expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on

- a successful Sale or a financial loss if unsuccessful.
- Bonhams owns the Lot either wholly or partially or may otherwise have an economic interest.
- This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

## -, †, \*, G, $\Omega$ , $\alpha$ see clause 8, VAT, for details. DATA PROTECTION – USE OF YOUR INFORMATION

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

#### APPENDIX 1

#### BUYERS SALE CONTRACT WITH SELLER

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

#### 1 THE CONTRACT

- 1.1 These terms 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 WARRANTIES AND 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 Saller 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 Items consigned for sale by the Seller are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering, terrorist financing or breach of any applicable international trade sanctions;
- 2.1.6 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.
- 8.2 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

- 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.

#### 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.
- i.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

- 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 mornies 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 paragraph by year.
- 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.

### 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 Selfer 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 Selfer (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;
- 3.3.2 the Selfer 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 conters (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 Salier is made on the fall of the Auctioneer's harmer 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 3.11;
- 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.

### 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 [AF], 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. Departure 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 Selfer, 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.

### 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 *baile*e 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.

#### 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.
- 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  $\mathit{Lot}$  if earlier, and you are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.

#### 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.
- 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.
- 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 Buver's Premium on each Lot) and thirdly to any other sums due to us.
- We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any Sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.

### CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

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 I of in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:

- 8.1.1 retain the Lot to investigate any question raised or reasonably expected by us to be raised in relation to the Lot; and/or
- 8.1.2 deliver the Lot to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of
- any court, mediator, arbitrator or government body; and/or 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the Lot, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
- 8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

#### **FORGERIES**

- We undertake a personal responsibility for any Forgery in accordance with the terms of this paragraph 9
- 92 Paragraph 9 applies only if:
- your name appears as the named person to whom the original 9.2.1 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.
- Paragraph 9 will not apply in respect of a Forgery if:
- 9.3.1 the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
- 9.3.2 it can be established that the Lot is a Forgery only by means of a process not generally accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
- 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.
- 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.
- The benefit of paragraph 9 is personal to, and incapable of 9.6 assignment by, you.
- If you sell or otherwise dispose of your interest in the Lot, all 9.7 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.

#### **OUR LIABILITY**

- 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

#### **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 nonconforming 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

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

### MISCELLANEOUS

- 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.
- If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control (including without limitation governmental intervention, industrial action, insurrection, warfare (declared or undeclared), terrorism, power failure, epidemic or natural disaster) 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.
- 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.
- The headings used in this agreement are for convenience only and will not affect its interpretation.
- In this agreement "including" means "including, without limitation".
- References to the singular will include reference to the plural 12.9 (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.

#### **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
- "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
- "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 nonspecialist 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 l ot. "tort": a legal wrong done to someone to whom the wrong doer has
- a duty of care. "warranty": a legal assurance or promise, upon which the person to whom the warranty was given has the right to rely. 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.
- In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that
  - the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
  - 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 buye before the contract is made.
- 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:
  - the seller:
  - 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;
  - anyone claiming through or under the seller or that third (c) 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

Paddle number (for office use only)

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(Attendee / Absentee / Online / Telephone Bidding) Please circle your bidding method above.

This sale will be conducted in accordance with

Bonhams' Conditions of Sale and bidding and buving 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: 8 October 2020 26277 Sale no. 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.

Title

### General Bid Increments:

£10 - 200 .....by 10s £10,000 - 20,000 ......by 1,000s £200 - 500 .....by 20 / 50 / 80s £20,000 - 50,000 ......by 2,000 / 5,000 / 8,000s £50,000 - 100,000 ......by 5,000s £500 - 1,000 .....by 50s £1,000 - 2,000 .....by 100s £100,000 - 200,000 .....by 10,000s £2,000 - 5,000 .....by 200 / 500 / 800s above £200,000 .....at the auctioneer's discretion

£5,000 - 10,000 .....by 500s

The auctioneer has discretion to split any bid at any time.

First Name Last Name

Company name (if applicable)

Company Registration number (if applicable)

Address

Customer Number

City

Post / Zip code County / State

Country Telephone (mobile)

Telephone (landline)

E-mail (in capitals)

### Please answer all questions below

1. ID supplied: Government issued ID and (if the ID does not confirm your address) 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? If yes, please complete question 3.

3. Bidder's name, address and contact details (phone and email):

Bidder's ID: Government issued ID and (if the ID does not confirm their address) current utility bill/bank statement

Are you acting in a business capacity? Yes No

If registered for VAT in the EU please enter your registration here:

my contact details.		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		Please include delivery charges (minimum charge of £20 + VAT)	

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.

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

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

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