



**AFRICA NOW:
MODERN & CONTEMPORARY AFRICAN ART**

Wednesday 28 February 2018

Bonhams

LONDON







"NEGROITUDE"



AUCTION LIVE STREAM IN LAGOS

Wednesday 28 February 2018

Wheatbaker Hotel, 4 Onitolo Road, Ikoyi, Lagos

The event starts at 5pm
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BEN ENWONWU

"Spirit of Ogolo"
sold for 117 million Naira
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AFRICA NOW: MODERN & CONTEMPORARY AFRICAN ART

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24622

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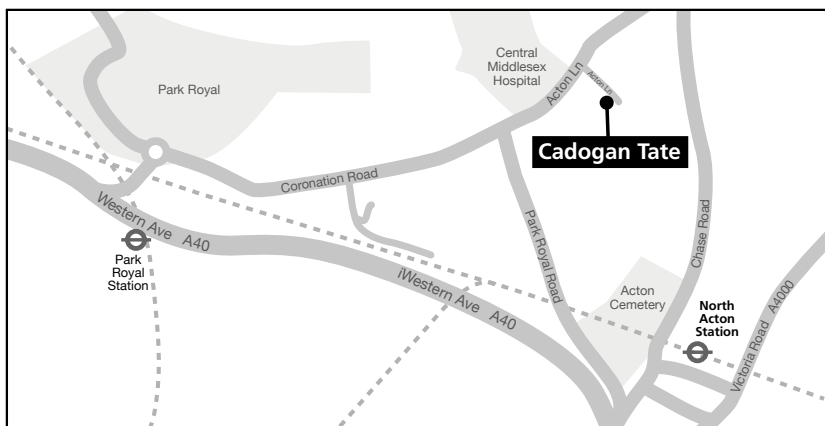
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MODERN & CONTEMPORARY AFRICAN ART AT BONHAMS

It is safe to say that 2017 was a bumper year for Modern & Contemporary African art. In September, the Zeitz Museum of Contemporary Art Africa in Cape Town opened to great acclaim. London's Tate Modern hosted a three-day symposium entirely devoted to the subject of West African Modernism. Here at Bonhams, a new world record was set for a bronze sculpture by the Nigerian artist, Ben Enwonwu, when a full-size cast of 'Anywanu' was sold for £353,000. Media coverage of 1:54 Art Fair, AKAA, and LagosX was extensive, exposing international collectors to young talent from across the continent. We predict that the category will continue to gather momentum; our forecast for 2018 is bright.

The auction this February celebrates the aesthetic diversity within Africa, showcasing artists from across the continent working in a variety of media. Oil paintings by Modernist masters such as Ben Enwonwu, Yusuf Grillo, Jimoh Akolo and Uzo Egonu, will be displayed alongside established names from the contemporary scene including the Nigerian photographer, George Osodi, and Ivorian sculptor, Gonçalo Mabunda. We are also delighted to be offering an installation by Victor Ehikhamenor, one of the artists selected to represent Nigeria at last year's Venice Biennale.

Since we first offered one of his paintings in 2000, Bonhams has sold more paintings by Ben Enwonwu than another auction house. However, this February is a unique opportunity for us. We are excited to present an original portrait of 'Tutu' (estimate £200,000-300,000). Enwonwu's most famous subject, the painting is considered one of Nigeria's cultural icons. Enwonwu painted the young woman three times between 1973 and 1974. Although the 1973 version has been widely reproduced as a print, it was thought that the three portraits were lost, until the discovery of the picture for sale (lot 47). We hope that collectors of Enwonwu's work will appreciate this momentous occasion and share in our excitement.

The auction this February is also unprecedented as we will be holding a live simulcast of the sale at the Wheatbaker Hotel in Lagos. This is the first time an international auction will be hosted in Nigeria, with bids being relayed directly to the London saleroom by an auctioneer in Lagos.

We look forward to welcoming you at the auction in London or Lagos. For those unable to attend in person, you will also be able to participate by telephone and online.



1*

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

Fulani Girl

signed and dated 'BEN ENWONWU/ 1952' (lower left)

pastel and watercolour

47.5 x 32.5cm (18 11/16 x 12 13/16in).

£10,000 - 15,000

€11,000 - 17,000

\$14,000 - 21,000

Provenance

Purchased by a private collector.

By direct descent.



2

AMON KOTEI (GHANAIAN, 1915-2011)

Good Mother

signed 'Kotei 93' (lower right); inscribed 'Good Mother' (in pencil verso)

oil on canvas

90 x 115cm (35 7/16 x 45 1/4in).

£5,000 - 7,000

€5,600 - 7,900

\$6,900 - 9,600

Provenance

Purchased at Nimbus Gallery, Lagos, circa 2002.

Private collection.



3

LADI KWALI (NIGERIAN, CIRCA 1925-1984)

Pot

stamped 'LK' (to lower rim)

stoneware

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

£2,000 - 3,000

€2,300 - 3,400

\$2,800 - 4,100

Provenance

Acquired by a private collector in Ibadan in 1969.

By direct descent to the present owner.

Born in the ancient potting region of Gwari, Ladi Kwali was trained in the traditional methods of production, building up her vessels in coils before firing them in the open air in a bonfire of dry vegetation.

She achieved international recognition in 1954 after she was invited to join the famous British ceramicist, Michael Cardew, when he opened a studio in northern Nigeria.

Cardew had moved to Africa to take up a post at Achimota College, an experimental art school in Ghana. In 1951, he was invited to lead a commercial ceramic initiative in Abuja. It was here that he first encountered Ladi Kwali. He was struck by the artistry and dynamism of her pottery. Watching Kwali work was "one of the world's performative wonders", in the words of design historian Tanya Harrod:

"She starts by punching into a solid cylinder of clay, pulling up the sides, adding rough coils of clay, walking round and round the pot, scraping and thinning the pot's wall while the whole thing sways outrageously. The shape is then bellied out and an elegant rim created by manipulating a piece of cloth or leather. The end result has perfect symmetry and classical rightness. Ladi Kwali was a past mistress of this and she was also peculiarly imaginative about decorating, always

ready to try new ideas. To awed outsiders she appeared to go into a trance-like state as she incised outlines and cross-hatching with a knife-like tool, working her way round the pot without any preliminary setting out."

Cardew was so taken with Ladi Kwali's ceramics that he took her on an extensive tour of the United States in 1971-2.

The present lot is characteristic of the pottery Kwali created in Cardew's studio. It fuses traditional Gwari hand-coiling techniques with the glazing and firing processes of European pottery. The geometric and stylized decoration of these vessels is also a result of this hybrid; traditional animal motifs are depicted in sgraffitoed slip.

Bibliography

C. Benfey, 'Michael Cardew: The Potter as Great Modern Artist', *New Republic*, (3 June, 2013).



Photograph of Ladi Kwali working with British Potter, Michael Cardew



4*

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

Dance form

wood

39 x 9 x 9cm (15 3/8 x 3 9/16 x 3 9/16in).

£8,000 - 12,000

€9,000 - 14,000

\$11,000 - 17,000

Provenance

Acquired directly from the artist by a private collector, circa 1991.
By direct descent to present owner.



5
SUSANNE WENGER (AUSTRIAN, 1915-2009)

Spirit dance
 signed 'Susanne Wenger' (lower right)
 oil on board
 60 x 58cm (23 5/8 x 22 13/16in).

£3,000 - 5,000
 €3,400 - 5,600
 \$4,100 - 6,900

Provenance

Gifted to the present owner by the artist, Nigeria, circa 1965.

The Austrian-born artist, Susanne Wenger, moved to Nigeria in 1949 when her husband Ulli Beier was offered a position as a phonetician in Ibadan. The couple soon tired of the 'artificiality' of the university compound, and relocated to the nearby town of Ede where they immersed themselves in the local culture. Wenger was introduced to one of few surviving priests of the Olorisha religion. She embraced the rituals and traditions, and determined to protect the religion from the encroachment of western culture. Wenger remained in Osogbo for the rest of her life, filling her house and garden with artworks and sculptures made by local craftsmen.

5



6
AJIBIKE OGUNYEMI (NIGERIAN, BORN 1941)

Throne
 iron
 122 x 48 x 42cm (48 1/16 x 18 7/8 x 16 9/16in).

£3,000 - 5,000
 €3,400 - 5,600
 \$4,100 - 6,900

Provenance

Purchased by a private collector in Oshogbo, circa 1998.
 By direct descent to current owner.

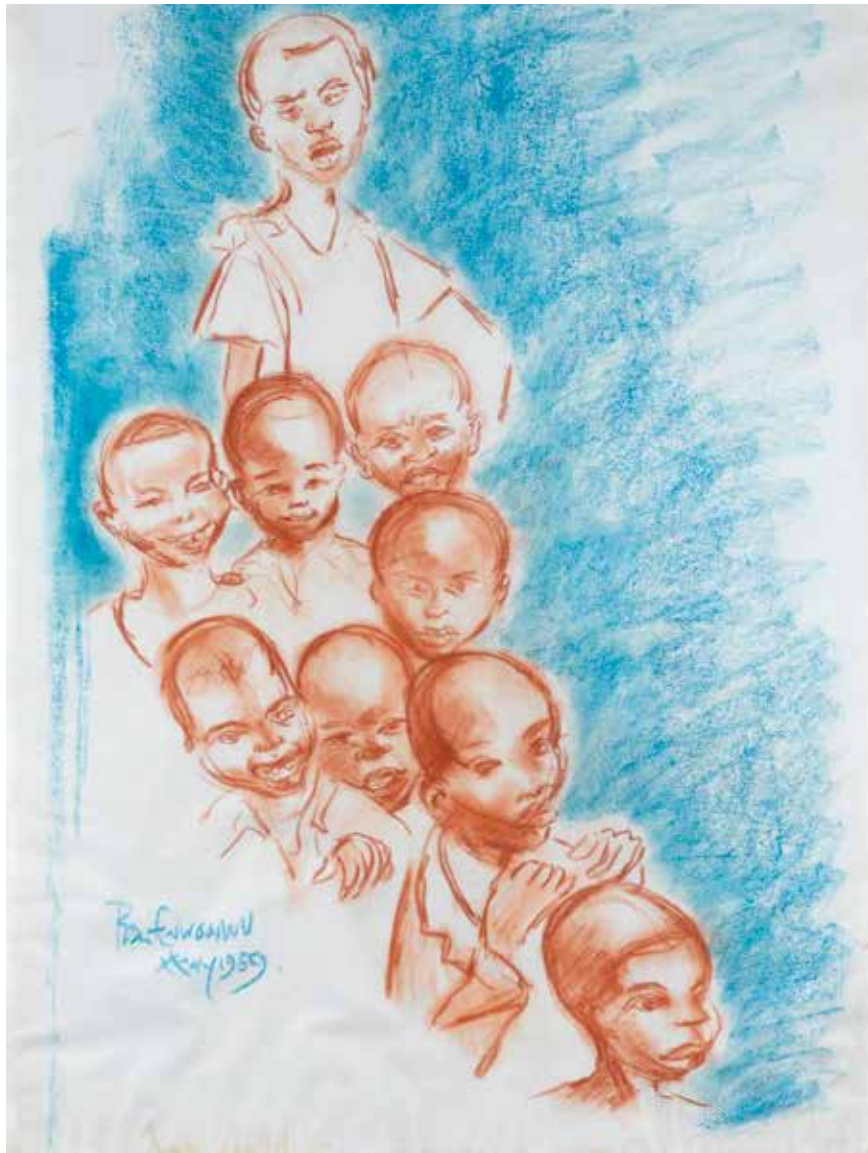
This chair was purchased by the current owner's parents, whilst they were living in Nigeria. The family moved many times, living in Warri, Ajaokuta, Lagos and Abuja. They frequently visited Oshogbo, and the residence of Susanne Wenger.

Susanne Wenger held a large collection of metalwork by Ogunyemi which was prominently displayed around her residence on Ibokun Road, Oshogbo. Ogunyemi was an important member of the New Sacred Arts Movement and constructed chairs made from scrap iron depicting the Yoruba deities of the Osun Groves.

Bibliography

N. Saunders. *Susanne Wenger, her house and her art collection*, (Lagos, 2006).

6



7

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

Children of Onitsha
signed and dated 'BEN ENWONWU MAY 1959' (lower left)
coloured chalks
78.5 x 56cm (30 7/8 x 22 1/16in).

£10,000-15,000

Provenance

The collection of Alan Lennox-Boyd, Viscount Boyd of Merton.
By direct descent to the present owner.

Alan Lennox-Boyd, 1st Viscount Boyd of Merton (1904-1983), was appointed Secretary of State for the Colonies in 1954. He was tasked with the challenge of overseeing the early stages of decolonisation. During his tenure, Cyprus, Ghana, Iraq, Malaya and Sudan were all granted independence. He held the post until 1959. It was during this year that he acquired this chalk drawing by Enwonwu.

The drawing depicts a group of children from Onitsha in Anambra State, the artist's birthplace. Only seven years after this sketch was made, Enwonwu was forced to abandon his residence in Onitsha when the Nigerian army occupied the town. They established a regional headquarters there from which they could coordinate their attack on the rest of Biafra.

The smiling expressions of the children in this drawing are made all the more poignant when one considers the violent conflict that would shortly engulf them.

Bibliography

S. Ogbecchie, *Ben Enwonwu: the Making of an African Modernist*, (Rochester, 2008), p.171.



8*

AKINOLA LASEKAN (NIGERIAN, 1921-1972)

Yoruba drummers and dancers
signed and dated 'Akinola Lasekan/ 1970' (lower left)
oil on canvas
61 x 75cm (24 x 29 1/2in).

£4,000 - 6,000

€4,500 - 6,800

\$5,500 - 8,300

Provenance

A private collection, Lagos.

This painting depicts a Yoruba ceremony or festival. The three men in the foreground are playing Gangan ('Talking' drums). The instrument holds special significance in Yoruba culture, having originated in the Oyo Empire in the fifteenth century. The drums are designed to imitate the tonal language of Yoruba; squeezing the adjustable cords around the body of the drum changes the pitch, allowing the instruments to engage in a dialogue with one another. Traditionally, the drums were played in honour of the Orishas, the Yoruba gods. Ritual dances would be performed in accompaniment to the drumming.



9

SIMON OKEKE (NIGERIAN, 1937-1969)

An embrace: mother and child
signed and dated 'SIMON 19/12/57' (lower right); bears inscription
'Given to JB by Michael Crowder' (verso)
charcoal and pastel
42 x 29cm (16 9/16 x 11 7/16in).

£5,000 - 8,000

€5,600 - 9,000

\$6,900 - 11,000

Provenance

Purchased by Mr Michael Crowder in Nigeria, circa 1957.
By descent to the present owner in 1988.



10*

BEN OSAWE (NIGERIAN, 1931-2007)

Mother and child

signed and dated 'Osawe 1992' (to base)

wood

127 x 26 x 25cm (50 x 10 1/4 x 9 13/16in) including base.

£3,000 - 5,000

€3,400 - 5,600

\$4,100 - 6,900



11*

PROF. UCHE OKEKE (NIGERIAN, 1933-2016)

Blue Forest

initialed 'UO' lower right

gouache

93 x 53cm (36 5/8 x 20 7/8in).

£5,000 - 8,000

€5,600 - 9,000

\$6,900 - 11,000

Provenance

The artist's estate.

Although undated, it is likely that the artist executed this gouache in the early 1960s. Okeke produced a series of forest scenes in these years. A similar painting titled *Primeval Forest* (1962) is illustrated in Okeke-Agulu's text *Post-Colonial Modernism* (fig.7.5).

The organic forms are communicated through sinuous, undulating lines. The leaves and branches appear to float above the picture plane, unanchored by perspective. The critic, Dennis Duerden, was struck by the scene's impalpable quality:

"(the forms) might be human figures or leaves blown in the wind, or birds, but they are dancing and floating, mysterious and compulsive and very distinctive" ('Mbari: Ibadan's Arts Club' *West African Review* 32, no. 408, December 1961, p.41).

Bibliography

C. Okeke-Agulu, *Post-Colonial Modernism*, (Durham, 2015), pp.185-6, 267.



12

12

BRUCE ONOBRAKPEYA (NIGERIAN, BORN 1932)

Image III

titled, signed and dated 'Images III - Special for Tombini, Bruce Onobrakpeya 1993' (along lower margin); titled, signed and dated (verso)

metal deep etching mounted on wooden board
104 x 81cm (40 15/16 x 31 7/8in). Including mount.

£3,000 - 5,000

€3,400 - 5,600

\$4,100 - 6,900



13

13

BEN OSAWE (NIGERIAN, 1931-2007)

Mask

signed and dated 'OSAWA/ Dec. 1964' (lower right)
charcoal and chalk

75 x 48cm (29 1/2 x 18 7/8in).

£3,000 - 5,000

€3,400 - 5,600

\$4,100 - 6,900

Provenance

Purchased at the Nimbus Gallery, Lagos.

A private collection, Brussels.

This drawing was executed whilst Osawe was studying at the Camberwell School of Arts and Crafts in London (1960-1965). It is most likely a preparatory study for a wooden sculpture.



14

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

A driveway, Ibadan

signed and dated 'Enwonwu 1961' (lower right)

oil on board

42.5 x 50cm (16 3/4 x 19 11/16in).

£12,000 - 18,000

€14,000 - 20,000

\$17,000 - 25,000

Provenance

Purchased directly from the artist in Ibadan, circa 1961.

Gifted to the present owner.

This painting depicts the driveway to a residence in Ibadan. The owner of the property acquired the artwork shortly after it was executed in 1961.



15*

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

Dancers

signed and dated 'BEN ENWONWU/ 1952' (lower centre)
gouache on paperboard

78.5 x 26.5cm (30 7/8 x 10 7/16in).

£10,000 - 15,000

€11,000 - 17,000

\$14,000 - 21,000

Provenance

Purchased by a private collector.
By direct descent to current owner.



16

AMON KOTEI (GHANAIAN, 1915-2011)

Cooking

signed 'Kotei 95' (lower left); inscribed 'Cooking' (in pencil verso)

oil on canvas

100 x 100 cm (39 3/8 x 39 3/8in).

£5,000 - 7,000

€5,600 - 7,900

\$6,900 - 9,600

Provenance

Purchased at Nimbus Gallery, Lagos, circa 2002.

Private collection.

17

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

'Itachafo Muo' (Figure in Action)

oak

41.5 x 18 x 17cm (16 5/16 x 7 1/16 x 6 11/16in).

£15,000 - 20,000

€17,000 - 23,000

\$21,000 - 28,000

Provenance

Acquired directly from the artist, circa 1950.

By descent to the present owner.

Exhibited

London, Berkeley Gallery, 1947.

London, Heal's Mansard Gallery, June 16 to July 17, 1948.

Literature

The Illustrated London News, July 3, 1948. Illustrated p.25.

This sculpture was executed whilst Enwonwu was still a student at the Slade School of Fine Art. The artist had received an invitation from Sir Julian Huxley, director-general of UNESCO, to participate in an exhibition of modern art in Paris the previous year. The show catapulted Enwonwu to international fame. On returning to London, he held two solo exhibitions - one at the Berkeley Gallery, the second at Heal's Mansard Gallery. *Itachafo Muo* was one of the works featured.

The critical reception was overwhelmingly positive. British art critics, Eric Newton and Maurice Collis, praised Enwonwu's innovative use of modernist techniques. The respected artist, Jacob Epstein, purchased two of the sculptures exhibited at the Berkeley Gallery.

Whilst the focus on the figure's dynamic movement is consistent with modernist movements such as the Futurists, the subject matter is distinctly Nigerian. The title, *Itachafo Muo*, suggests that the figure depicted is an Igbo masquerade dancer. Enwonwu witnessed many such performances during his childhood in Onitsha.

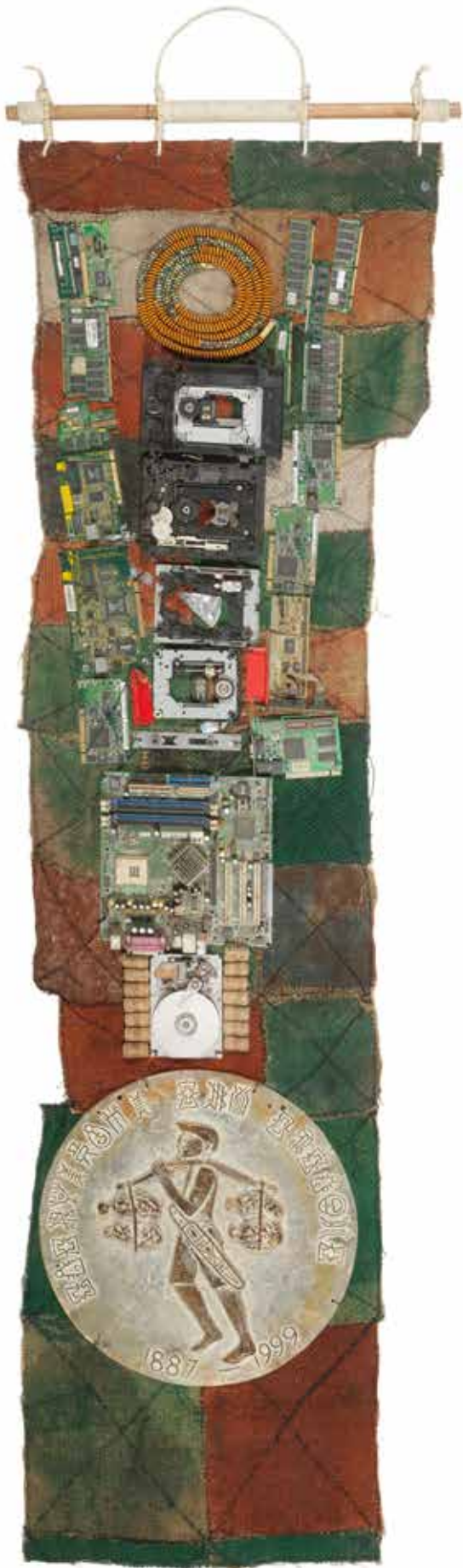
Bibliography

S. Ogbecchie, *Ben Enwonwu: The Making of an African Modernist*, (Rochester, 2008), 74.



'Itachafo Muo' illustrated in *The Illustrated London News*





18*

BRUCE ONOBRAKPEYA (NIGERIAN, BORN 1932)

Jewel I

burlap, rope, beads, cork, circuit board components
210 x 64cm (82 11/16 x 25 3/16in).

£3,000 - 5,000

€3,400 - 5,600

\$4,100 - 6,900



19

JIMOH AKOLO (NIGERIAN, BORN 1934)

An Algaita Player
signed and dated 'J.B.AKOLO/ 1962' (lower right)
oil on canvas laid to board
133 x 95cm (52 3/8 x 37 3/8in).

£5,000-8,000

Provenance

The collection of Dennis Duerden.
A private collection.

Akolo graduated from the Nigerian College of Arts, Science and Technology in Zaria in 1961. In a class that boasted both Uche Okeke and Demas Nwoko, Akolo was lauded as one of the most talented students.

He enrolled on the program in 1957. At that time, the syllabus approached African art from an anthropological perspective, rather than as objects of fine art worthy of appreciation and criticism. Akolo, along with three of his fellow students - Uche Okeke, Demas Nwoko, and Bruce Onobrakpeya - determined to redress this. Originally an informal association, they were soon joined by students from the

previous class - Yusuf Grillo, Simon Okeke and William Oloosebikan. This injection of support allowed the group to push for formal recognition from the academy. In 1958, the Zaria Art Society held their inaugural meeting with the aim of encouraging "the study of Fine Arts" through "weekly discussions on varied aspects of West African culture with special references to Nigerian culture". Topics ranged from folktales, burial customs, marriage ceremonies to body marks and mural symbols.

In providing an alternative forum where experiences and information about indigenous Nigerian cultures could be shared, Akolo and his peers were attempting to counterbalance the academy's Western-oriented curriculum.

The subject matter of the current lot demonstrates Akolo's commitment to forging a distinctly Nigerian contemporary aesthetic. The painting depicts a traditional celebration or ceremony accompanied by an algaita player. Such performances were of great cultural importance, and demonstrated the sophistication of traditional Nigerian music, dance and dress.

Bibliography

C. Okeke-Agulu, *Postcolonial Modernism: Art and Decolonization in Twentieth-Century Nigeria*, (London, 2015), pp.71-87.

20

YUSUF ADEBAYO CAMERON GRILLO (NIGERIAN, BORN 1934)

'Evangelists: Cymbal, Triangle and Tambourine'

signed and dated 'GRILLO/ 64' (lower left); bears label inscribed

'Evangelists: Cymbals, triangle and tambourine/ 65/ YA Grillo/ Yaba

College of Tech, Yaba Lagos/ c/o Robin/ Sold to Mrs Chesterfield'

(verso)

oil on board

121 x 78cm (47 5/8 x 30 11/16in).

£50,000 - 70,000

€56,000 - 79,000

\$69,000 - 96,000

Provenance

Purchased from the artist by Mrs Chesterfield in Lagos, 1964.

By descent to the current owner.

Mrs Chesterfield befriended the British architect, Robin Atkinson, when she moved to Lagos with her family in the mid-1950s. Atkinson had long been an admirer of Yusuf Grillo's work and commissioned him to design stained glass windows for the dome of the Presbytyrian church in Yaba, Lagos. Atkinson took Mrs Chesterfield to one of Grillo's exhibitions, where she met the artist and purchased *Evangelists: Cymbal, Triangle and Tambourine*.





21*

PROF. UCHE OKEKE (NIGERIAN, 1933-2016)

Kagoro

signed and dated 'Uche 1967 or 1962?' (lower right)

ink

60.5 x 41cm (23 13/16 x 16 1/8in).

£5,000 - 7,000

€5,600 - 7,900

\$6,900 - 9,600

Provenance

The artist's estate, Lagos.

Uche Okeke was born to an Igbo family in 1933. He was raised in Northern Nigeria, and spent much of his early life travelling the region and sketching.

Between 1964 and 1965, the artist made a number of visits to Jos where his future wife was studying. During this period, he became familiar with the nearby town, Kagoro. The region is famed for its tree-lined mountain range. Okeke was entranced by the hills and depicted them in a number of ink drawings and watercolors, of which the present lot is one.



22

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

Reclining nudes
signed and dated 'MALANGATANA/ 62' (lower left)
oil on canvas
58.5 x 80.5cm (23 1/16 x 31 11/16in).

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

Provenance

Gifted to Mr. Dennis Duerden by the artist in the 1960s.
By descent to the present owner.

Dennis Duerden's love-affair with West African culture began in the 1950s when he took up a position as an education officer in the Nigerian colonial service. He immersed himself in the local culture, swiftly becoming acquainted with the area's leading artists and writers. In 1956, his extensive knowledge was formally recognised when he was appointed assistant curator at the Jos Museum in central Nigeria.

Following Nigeria's independence in 1960, the colonial service was dissolved and Duerden returned to Britain. He was made director at the BBC World Service, where he established a seminal archive of interviews with African writers. Duerden's transcription efforts helped to bring these artists to an international stage and played a key role in establishing their reputations.

Malangatana was one of the artists that Duerden patronised. The above painting was gifted to the scholar when they met in the 1960s.



23

BEN OSAWE (NIGERIAN, 1931-2007)

Dancers

signed and dated 'OSAWE/ 1991' (to dancer's lower right leg)

Ebony

124 x 25 x 25cm (48 13/16 x 9 13/16 x 9 13/16in).

£5,000 - 8,000

€5,600 - 9,000

\$6,900 - 11,000

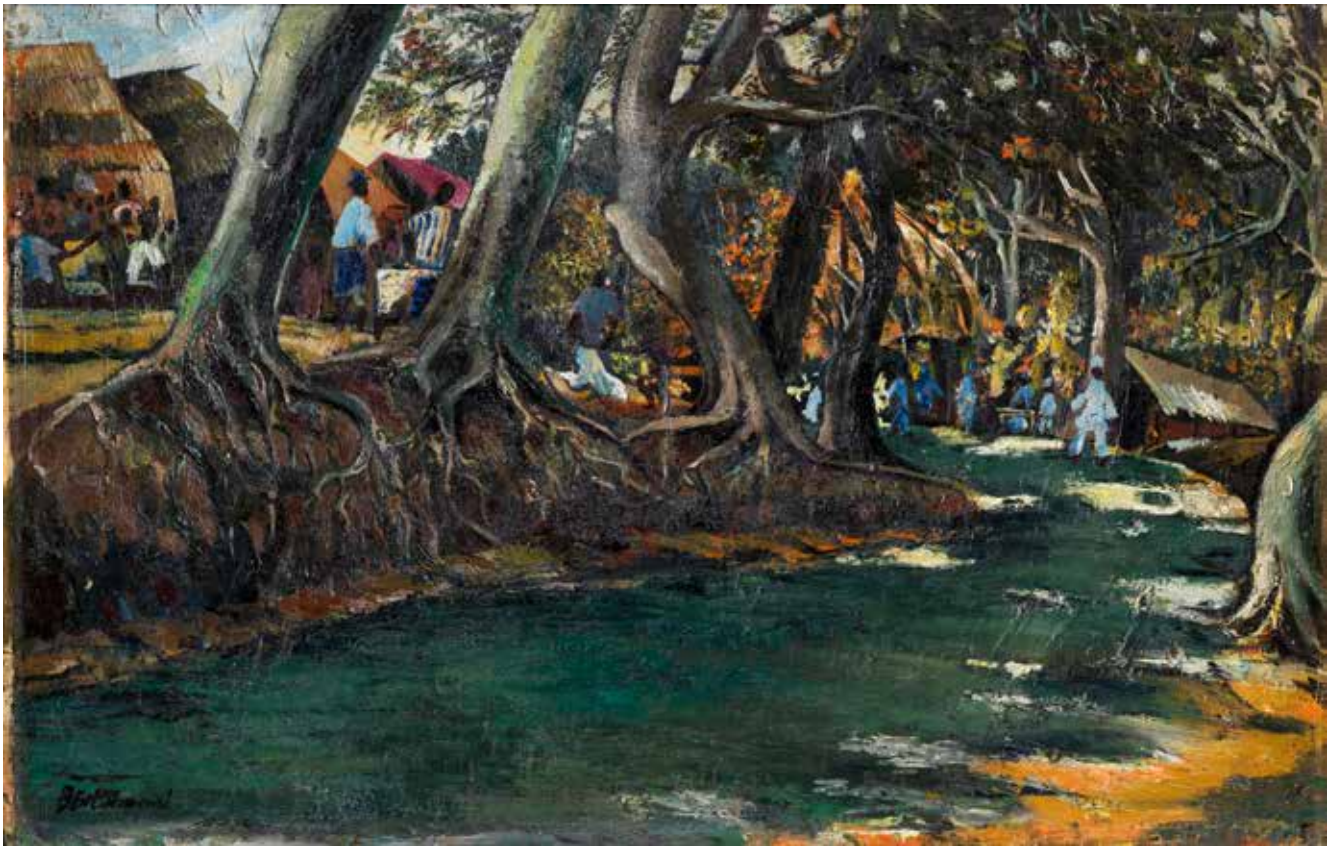
Provenance

Purchased at the Nimbus Gallery, Lagos, 1998.

A private collection, Brussels

Exhibited

Lagos, Nimbus Art Gallery, The Revisiting of the Birthplace: the Homeland. An exhibition of carvings by Ben Osawe, 19-25 December, 1998.



24

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

A tree-lined village path
signed 'Ben Enwonwu' (lower left)
oil on canvas
45 x 71cm (17 11/16 x 27 15/16in).

£35,000 - 50,000
€39,000 - 56,000
\$48,000 - 69,000

Provenance

Gifted by the artist to a private collector in Lagos, circa 1965.
By direct descent to the current owner, circa 1998.

Enwonwu gifted the above lot to the current owner's father in the mid 1960s. The two men had first met in London in 1946. He had just been demobilised following the end of World War II, and Enwonwu was studying at the Slade School of Fine Art. They quickly struck up a friendship which would last until the artist died in 1994.

Enwonwu persuaded his friend to move to Nigeria in the late 1950s. The current owner often visited Enwonwu's studio in Ikoyi with his father as a child.

The painting depicts a village path, most likely near Onitsha, where Enwonwu was born and raised. The part of Anambra State was renowned as a trading hub due to its proximity to the Niger River. The port in Onitsha thronged with European merchants wanting to do trade with the local population. The above lot communicates the character of the area. Through the trees that line the path, we catch glimpses of a thriving village market. Two men stand at a make-shift stall, a woman carries a basket on her head.

However, the real focal point of the painting is the dappled light that filters through the branches onto the path. Enwonwu captures the luminous effect with bold strokes of white paint that cut a sharp contrast with the mossy green tree-trunks.

Bibliography

S. Ogbecchie, *Ben Enwonwu: The Making of a Modernist*, (Rochester, 2008), pp.24-25.



25

ERHABOR EMOKPAE (NIGERIAN, 1934-1984)

Bird

carved wood

133.5 x 16.5 x 30cm (52 9/16 x 6 1/2 x 11 13/16in) excluding base.

£4,000 - 6,000

€4,500 - 6,800

\$5,500 - 8,300

Provenance

The collection of Peter Whitehouse & Ted Moore.



26

EL ANATSUI (GHANAIAN, BORN 1944)

Riga Sequence

signed and dated 'EL/ 95' (lower right of plank 14)

painted and incised wooden planks

56 x 158cm (22 1/16 x 62 3/16in).

in 15 pieces.

£30,000 - 50,000

€34,000 - 56,000

\$41,000 - 69,000

Provenance

A private collection, Lagos.

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

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

The age-old Adinkra patterns are counter-posed by modern construction techniques. The planks of wood have been cut with a chainsaw and blackened with an acetylene torch. For the artist, the tearing of the saw through wood functioned as "a metaphor for the way in which the western powers had carved up and brutally divided the African continent amongst themselves, ripping through and destroying both local history and culture".

Bibliography

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

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



27

27*

ABLADE GLOVER (GHANAIAN, BORN 1934)

Red Orange Profile

signed and dated '08 / Glo' (lower left); inscribed 'PG 15/ Red/Orange Profile' (verso)

oil on canvas

90 x 59.5cm (35 7/16 x 23 7/16in).

£4,000 - 6,000

€4,500 - 6,800

\$5,500 - 8,300

Provenance

Purchased directly from the artist in 2008.

Private collection, USA.



28

28

ABLADE GLOVER (GHANAIAN, BORN 1934)

'Farmers and Wives'

signed and dated 'Glo/ 75' (lower left); bears Glo Art Gallery label inscribed with title (verso)

oil on canvas

77 x 51cm (30 5/16 x 20 1/16in).

£3,000 - 5,000

€3,400 - 5,600

\$4,100 - 6,900

Provenance

Purchased directly from the artist by the current owner in 1977.



29*

WOSENE WORKE KOSROF (ETHIOPIAN/AMERICAN, BORN 1950)

'Gunda Gundie'

signed and dated 'Wosene K/ 84' (centre left); titled, signed and dated (verso)

mixed media on canvas

80 x 73cm (31 1/2 x 28 3/4in).

£7,000 - 10,000

€7,900 - 11,000

\$9,600 - 14,000

30

No Lot

31 TP

JOSEPH "PAA JOE" TETTEH ASHONG (GHANAIAN, BORN 1947)

'Just do it, Just did it'

inscribed with title

carved and painted wooden coffin with textile laces and interior

213 (l) x 64 (w) x 105cm (h) (84 x 25 3/16 x 41 1/2in)

£3,000 - 5,000

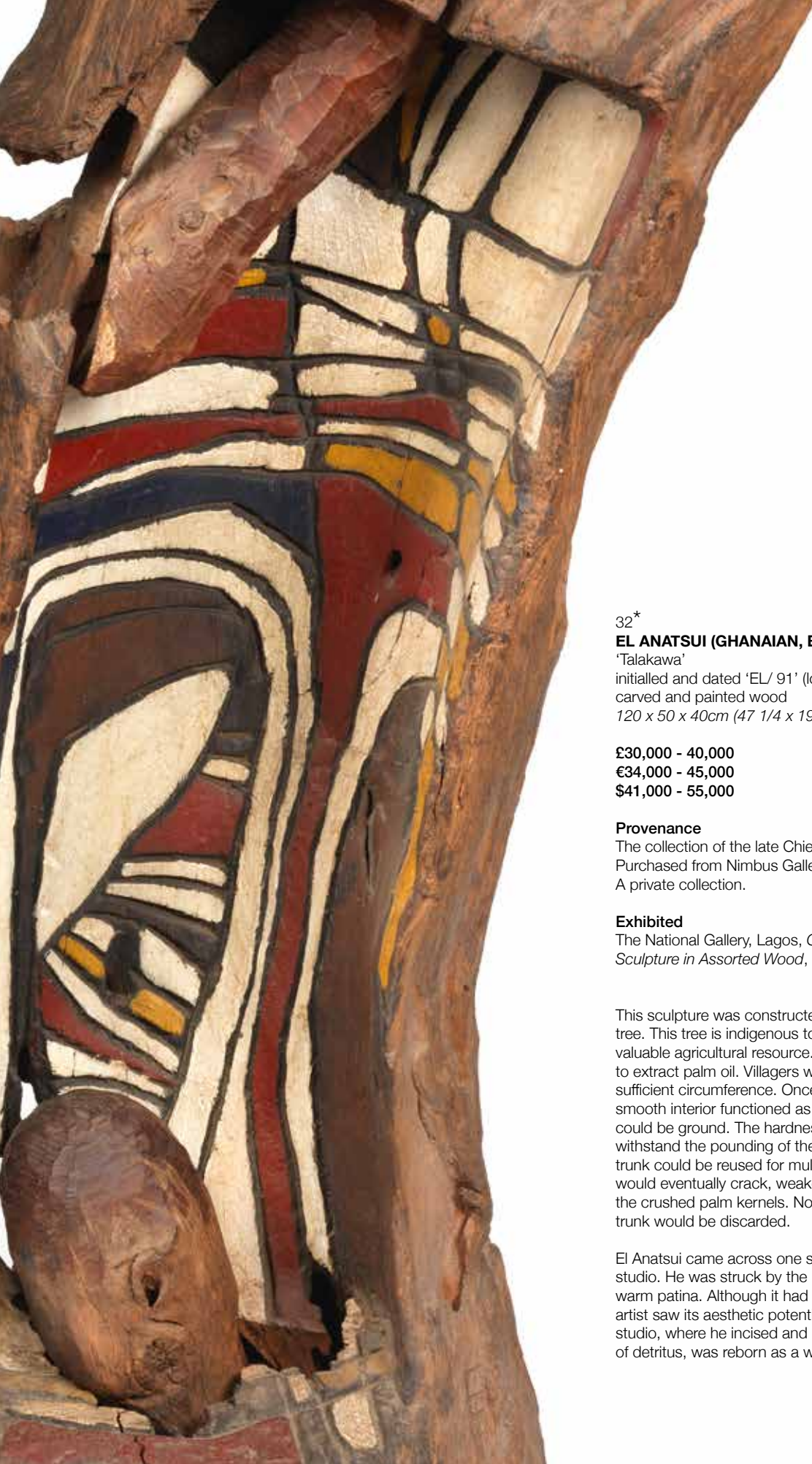
€3,400 - 5,600

\$4,100 - 6,900

Born in 1945, Paa Joe first learned to sculpt his famous fantasy coffins in the small town of Teshie, located on the outskirts of the Ghanaian capital Accra. Now exhibited in museums and galleries across the world, these coffins were originally meant to be appreciated for a small amount of time prior to burial. For the Ga community, to which Paa Joe belongs, funerals are a vitally important celebration. Ceremonies take many months to plan, and can last up to a week. These coffins are at the heart of the spectacle, specially commissioned to commemorate and honour the profession or hobby of the deceased.

The present lot has been carved and painted in the style of the Nike Air Jordan trainer. Popular in the 1980s, this coffin would be suited to someone enthusiastic about basketball and American culture.





32*

EL ANATSUI (GHANAIAN, BORN 1944)

'Talakawa'

initialled and dated 'EL/ 91' (lower right)

carved and painted wood

120 x 50 x 40cm (47 1/4 x 19 11/16 x 15 3/4in).

£30,000 - 40,000

€34,000 - 45,000

\$41,000 - 55,000

Provenance

The collection of the late Chief Torch Taire.

Purchased from Nimbus Gallery, Lagos, in 1992.

A private collection.

Exhibited

The National Gallery, Lagos, *Old and New: An Exhibition of Sculpture in Assorted Wood*, 1991, no. 43.

This sculpture was constructed from the trunk of an Iron wood tree. This tree is indigenous to Nigeria and has long been a valuable agricultural resource. Traditionally, the trunks were used to extract palm oil. Villagers would scour the forests for trees of sufficient circumference. Once felled and hollowed, the trunk's smooth interior functioned as a mortar in which palm kernels could be ground. The hardness of the wood meant that it could withstand the pounding of the extraction process; the same trunk could be reused for multiple harvests. However, the trunk would eventually crack, weakened by the acidic oil released by the crushed palm kernels. No longer useful to the farmers, the trunk would be discarded.

El Anatsui came across one such trunk whilst on a walk near his studio. He was struck by the beauty of the worn wood and its warm patina. Although it had ceased to be useful as a tool, the artist saw its aesthetic potential. He took the trunk back to his studio, where he incised and painted it. What had been a piece of detritus, was reborn as a work of fine art.





33



34

33
ATO DELAQUIS (GHANAIAN, BORN 1945)

'Do not forget your six feet'
 signed 'ato delaquis' (lower left)
 watercolour
 37 x 55cm (14 9/16 x 21 5/8in).

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

Provenance

Acquired from the artist circa 1980.
 A private collection.

The artist has included himself in this bar scene. He is positioned in the centre wearing dark glasses.

34*
AMON KOTEI (GHANAIAN, 1915-2011)

Seated woman
 signed and dated 'Kotei 04' (lower right)
 oil on canvas
 80 x 100cm (31 1/2 x 39 3/8in).

£2,000 - 4,000
 €2,300 - 4,500
 \$2,800 - 5,500

Provenance

Purchased directly from the artist by the present owner.

Executed when the artist was 89 years old, the present lot is one of the last paintings the artist worked on.



35

JIMOH AKOLO (NIGERIAN, BORN 1934)

Crocodiles

signed and dated 'J.B.Akolo/ 1962' (upper right); bears label inscribed with artist's name, title and medium

oil on canvas laid to board

105 x 71cm (41 5/16 x 27 15/16in).

£4,000 - 6,000

€4,500 - 6,800

\$5,500 - 8,300

Provenance

The collection of Dennis Duerden.

A private collection



36

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

Africa Dances

signed and dated 'BEN ENWONWU 1959' (lower right)

watercolour

77.5 x 29.5cm (30 1/2 x 11 5/8in).

£12,000 - 18,000

€14,000 - 20,000

\$17,000 - 25,000

Provenance

Purchased by a private collector in Lagos in 1959.

By direct descent to the current owner.



37*

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

Three works: 'Dire Dawa', 'Lalibela', Untitled
two signed and dated 'Wosene 87' (lower right); both titled, signed
and dated (verso)
acrylic on canvas
two 27 x 26cm (10 5/8 x 10 1/4in); the third 21 x 25cm
(8 1/4 x 9 13/16in)
(3)

£8,000 - 10,000
€9,000 - 11,000
\$11,000 - 14,000

38

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

Négritude

initialed and dated 'BE 1985' (lower left); titled 'NEGRITUDE' (lower right)

watercolour and gouache

74.5 x 54cm (29 5/16 x 21 1/4in).

£60,000 - 90,000

€68,000 - 100,000

\$83,000 - 120,000

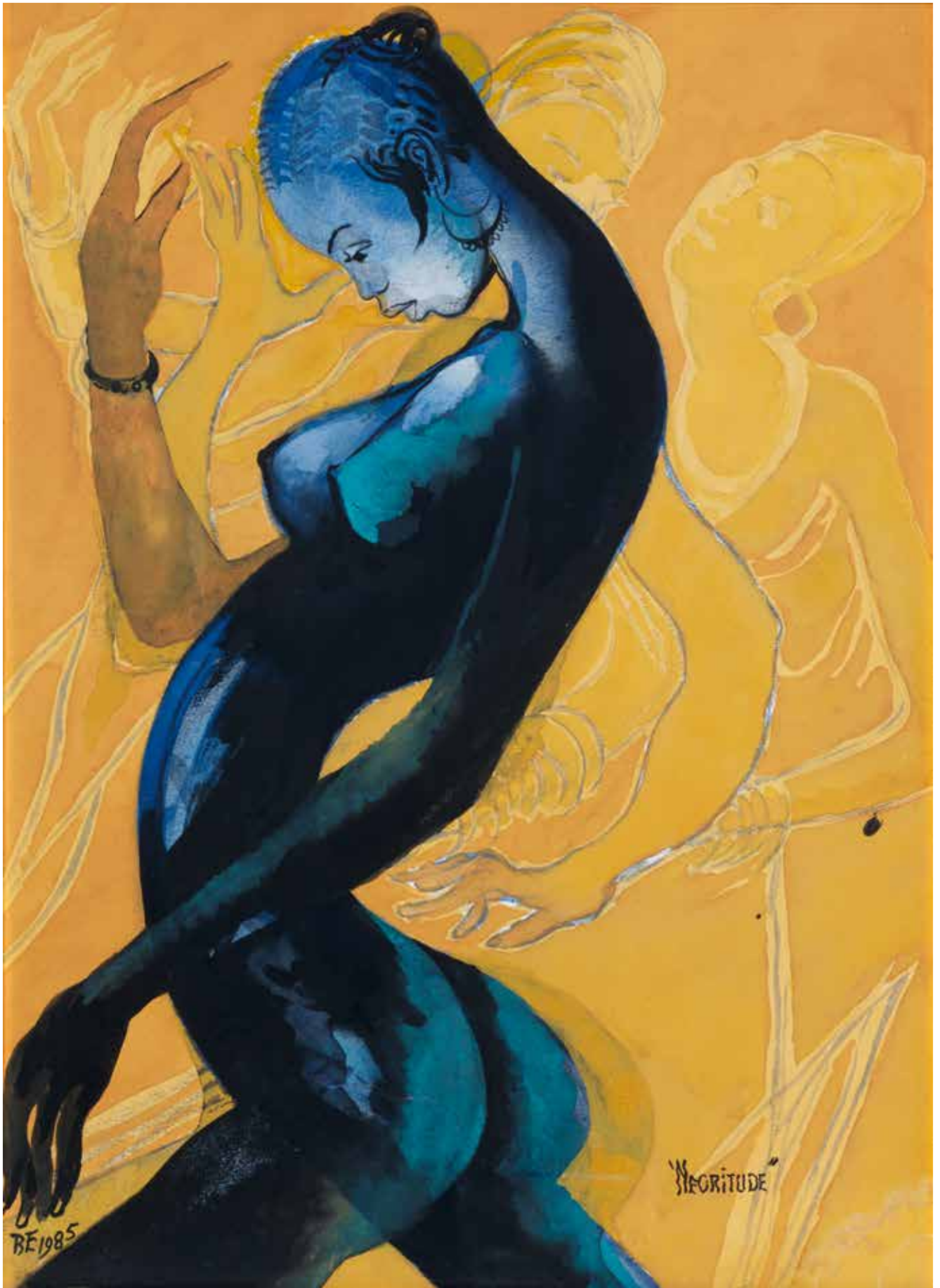
From 1975 to 1977, Enwonwu helped to organise the Second World Festival of Black Arts and Culture (FESTAC). The festival aspired to an exhaustive representation of black culture. One of the major topics of debate was how African artists could formulate a response to the European conventions of representation. Enwonwu's participation in FESTAC reaffirmed his belief that post-colonial African art must reflect the aspirations and unique identity of independent African people.

This gouache explore the ideology of 'Negritude'; a movement that sought to foster black pride and throw off the cultural influences of European colonization. Enwonwu had spent many years studying and working in London and Paris early in his career, and had absorbed the principles of European modernism. However, he recognised the importance of establishing an aesthetic that communicated the identity of the newly independent Nigerian people.

For Enwonwu, the answer lay in the form of the black African woman. The sinuous silhouette of a female dancer represented his ideal of African culture; beautiful, powerful and full of creative potential. The composition of this *Négritude*, executed in 1985, is strikingly similar to a gouache he painted the following year entitled 'Black Culture' (illustrated in S. Ogbachie, *Ben Enwonwu: the Making of an African Modernist*, p.197). The work is characteristic of Enwonwu's late style, and demonstrates his move towards abstraction. The black silhouette cuts a sharp contrast against the canary-yellow background, reminiscent of Matisse's late, great cut-outs.

Bibliography

S. Ogbachie, *Ben Enwonwu: the Making of an African Modernist*, p.197.





39

39

BRUCE ONOBRAKPEYA (NIGERIAN, BORN 1932)

Itobore (Joy and thanks for achievements)

titled 'ITOBORE' (lower left); and signed and dated '1985

BRUCE ONOBRAKPEYA (lower right)

metal deep etching mounted on wooden board

93.5 x 68cm (36 13/16 x 26 3/4in).

£3,000 - 5,000

€3,400 - 5,600

\$4,100 - 6,900



40

40

ABLADE GLOVER (GHANAIAN, BORN 1934)

Orange woman in profile

signed and dated 'Glo/ 95' (lower left)

oil on canvas

76 x 62cm (29 15/16 x 24 7/16in).

£2,000 - 3,000

€2,300 - 3,400

\$2,800 - 4,100

Provenance

Acquired by current owner at the Artists Alliance Gallery, Accra, in 1996.



41*

EL ANATSUI (GHANAIAN, BORN 1944)

At the Ancestors' Conference

Initialed and dated 'EL 95'

okpeye wood

73.5 x 150 x 7.5cm (28 15/16 x 59 1/16 x 2 15/16in).

(13 pieces)

£20,000 - 30,000

€23,000 - 34,000

\$28,000 - 41,000

Provenance

A private collection, Lagos.

This lot belongs to the *Ancestor* series, a group of figurative sculptures the artist executed in 1995. One of the larger pieces, titled *The Ancestors Converged Again*, is now in the collection of the Smithsonian Institution's National Museum of African Art, Washington.

This and another work from the same series, *At the Ancestor's Conference II*, are illustrated Picton's text, *El Anatsui: A Sculpted History of Africa*, (London, 1998) pp.46-49.

The *Ancestor* works featured in El Anatsui's 1995 show at the October Gallery in London, one of his first solo exhibitions outside of Africa. He had been creating wall reliefs from carved wooden planks from the early 1980s. The sculptures became increasingly complex and sophisticated over the next decade, reaching a peak in the mid 90s. The current lot is composed from 13 wooden posts and branches cut from a variety of trees. Each pole has been carved with a face, and painted with bands of colour to represent the kente cloth of traditional Ghanaian dress.

Bibliography

J. Picton ed., *El Anatsui: A Sculpted History of Africa*, (London, 1998) pp.46-49.



WATER

42

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

'Water': a pair
both signed and dated 'BenChasEnwonwu 1942' (lower right)
watercolour on paper

38 x 14cm (14 15/16 x 5 1/2in).

(2)

£8,000 - 12,000

€9,000 - 14,000

\$11,000 - 17,000



43

KOLADE OSHINOWO (NIGERIAN, BORN 1948)

Offering

signed and dated 'Oshinowo/ 09' (lower right)

oil and sand on canvas

76 x 46cm (29 15/16 x 18 1/8in).

£3,000 - 5,000

€3,400 - 5,600

\$4,100 - 6,900

Provenance

Acquired directly from the artist in 2009.

A private collection, Brussels.



44



45

44*

ABLADE GLOVER (GHANAIAN, BORN 1934)

Red Cockfight
signed and dated 'Glo /06' (upper right); inscribed
'PG 26/ Red Cockfight' (verso)
oil on canvas
45 x 136cm (17 11/16 x 53 9/16in).

£2,000 - 3,000
€2,300 - 3,400
\$2,800 - 4,100

45

BRUCE ONOBRAKPEYA (NIGERIAN, BORN 1932)

Good Governance II
numbered 'E4/5' and titled 'GOOD GOVERNANCE II' (lower left);
signed and dated 'BRUCE ONOBRAKPEYA 1987' (lower right)
deep etched metal relief panel
77 x 99cm (30 5/16 x 39in).

£3,000 - 5,000
€3,400 - 5,600
\$4,100 - 6,900



46

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

Study of a boy

signed and dated 'BEN ENWONWU/ 1953' (upper right)

coloured chalk on paper

29.5 x 44cm (11 5/8 x 17 5/16in).

£12,000 - 18,000

€14,000 - 20,000

\$17,000 - 25,000

Provenance

A private collection.

Exhibited

Johannesburg, Joburg Art Fair, Borman, Stevenson & Graham-Stewart, 'Take your road and travel along': The advent of the modern black painter in Africa, March 2008.

Literature

J. Borman, M. Stevenson & M. Graham-Stewart, 'Take your road and travel along': the advent of the modern black painter in Africa, (Cape Town, 2008), illustrated p.73.

47

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

Tutu

signed and dated 'BEN ENWONWU/ 1974' (lower left)
oil on canvas

97 x 66.5cm (38 3/16 x 26 3/16in).

£200,000 - 300,000

€230,000 - 340,000

\$280,000 - 410,000

Provenance

A private collection, London.

Exhibited

Lagos, Italian Embassy, An exhibition of Ben Enwonwu, February 1975.

Few artists experience the honor of having one of their works become a national cultural icon. Ben Enwonwu's portraits of Tutu have achieved this level of celebrity. And for good reason, the paintings are some of the most enigmatic works produced by a Nigerian artist in the 20th century.

In 1971, Enwonwu was appointed the first professor of Fine Art at the University of Ife. The violence of the Nigerian/Biafran conflict (1967-1970) was still fresh in public consciousness, and academic institutions were tasked with promoting a spirit of national reconciliation. Enwonwu embraced this duty, using Negritude ideology and imagery to explore issues of cultural identity and political contestation that the Nigerian civil war had laid bare. The artist created a number of his most famous works during this period, including three portraits – all titled Tutu – of a young Yoruba woman named Adetutu Ademiluyi, a granddaughter of a previous Ooni (king) of Ife.

Enwonwu frequently made trips to the countryside surrounding Ife, sketching the landscape and recording cultural traditions and practices. It was during one of these visits that he encountered Tutu. He was so impressed by her beauty and unusual features that he asked her parents for permission to paint her. Enwonwu may have

also been motivated by her status as a royal princess of Ife - he was also of royal lineage, descended from the Umuezeoroli of Onitsha. In addition, winning the approval of the Ife royal house would offer the artist protection from any problems arising from his Igbo ethnicity, a contentious issue in post-war Nigeria.

Although the Ife royal family was initially wary of Enwonwu's overtures, the artist finally received her parent's permission and executed three portraits of the young woman. In these paintings, Enwonwu depicts Tutu in formal and informal Yoruba attire. He captures her youthful visage in a three-quarter view, her long neck is brought into sharp focus against the folds of woven cloth draped over her left shoulder. The deft brushwork and diaphanous treatment of forms impart a haunting quality to her regal pose.

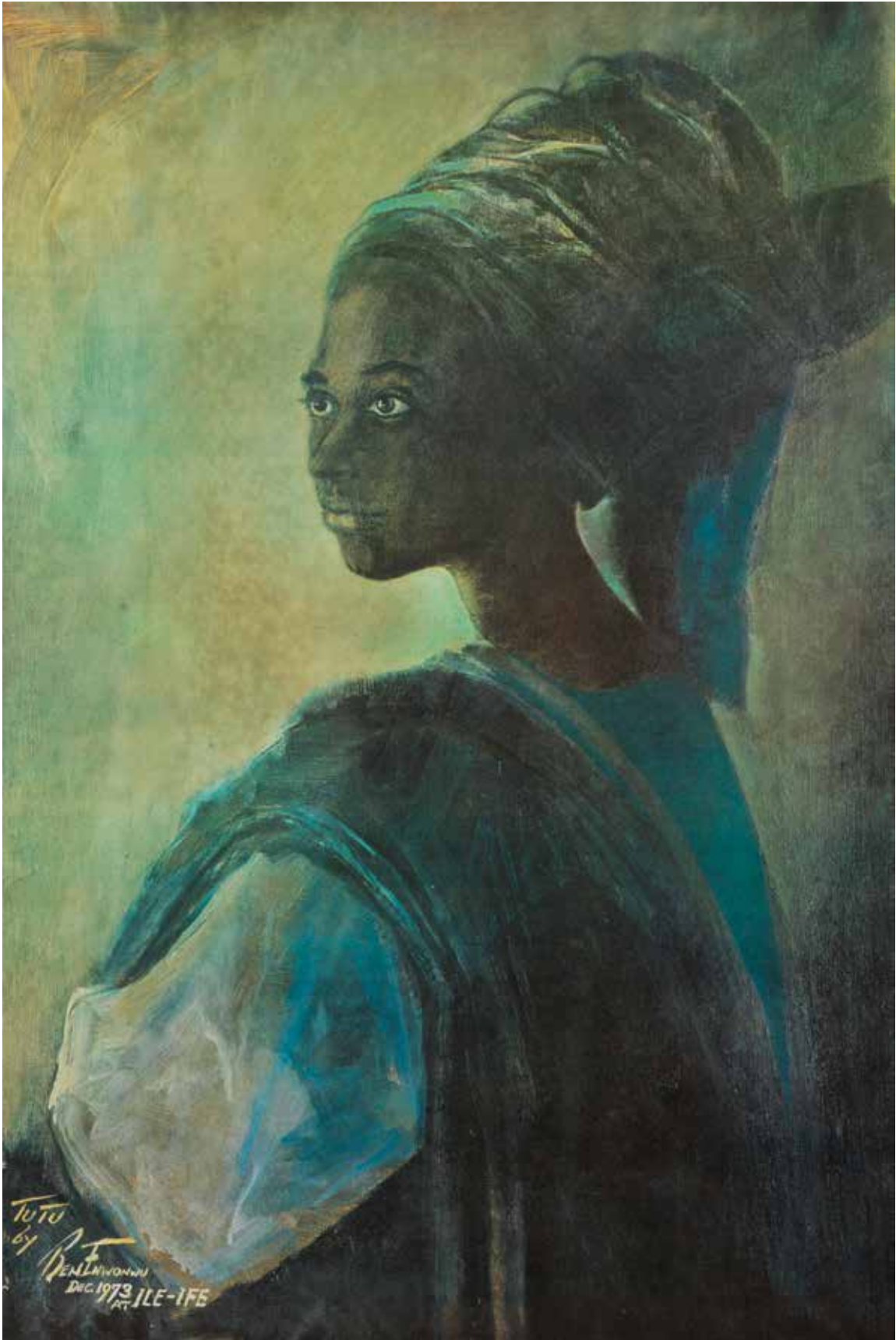
Recurrent images in Enwonwu's art usually indicate points of conceptual transformation and the *Tutu* portraits explore a new concept of femininity. Enwonwu considered the *Tutu* series very important to his development as an artist; they are the defining works of his postcolonial practice and late stylistic period. The principal painting in the series, *Tutu* (1973), was his most prized possession and remained in his studio until his death in 1994. Today, the painting's whereabouts is a mystery and ownership hotly contested.

Many collectors who made claims to the painting have been found to own print versions, produced between 1976 and 1978, no doubt to take advantage of the FESTAC '77 celebration (the 1977 World Black Festival of Arts and Culture held in Nigeria). The question, "where is Tutu?", is still asked to this day in Nigeria.

The appearance of *Tutu* (1974) is therefore a momentous occasion. It is important to note that this is not a copy; it is the second of the three original oil paintings that Enwonwu executed between 1973 and 1974. In this 1974 version, Tutu's expression displays a greater serenity than the 1973 portrait, suggesting that she had developed a more comfortable relationship with the artist.

We are grateful to Professor Sylvester Ogbechie from the Department of History of Art and Architecture, University of California, Santa Barbara, for the above footnote. We are also grateful to Oliver Enwonwu (son of the Artist) for his assistance in the research for this catalogue entry.





An earlier version of Tutu executed in 1973

WORKS ORIGINALLY IN THE JEAN PIGOZZI COLLECTION OF CONTEMPORARY AFRICAN ART LOTS 48 TO 53

The Contemporary African Art Collection (CAAC) was assembled by art enthusiast and philanthropist, Jean Pigozzi, following a visit to the Magiciens de la Terre exhibition at the Centre Georges Pompidou in 1989. Presenting works by more than a hundred artists from fifty countries, it was hailed as “the first truly international exhibition of worldwide contemporary art”. For many of the participants, it was the first time their artworks had been shown outside their native country. Pigozzi was overwhelmed by the wealth of talent on display: “The colours, the imagination, the subjects – I was definitely impressed. Of course I knew that interesting creative work was happening all over the world, but there seemed to be no way to find it, to see it.”

Pigozzi determined to redress this lack of exposure. Working with one of the exhibition’s curators, Andre Magnin, he set about building the largest collection of contemporary African art in the world. CAAC now includes several thousand artworks featuring paintings, sculptures, drawings, photographs, installations and films. Having been exhibited at numerous prestigious venues including the Museum of Fine Arts, Houston and the Guggenheim Bilbao, CAAC has helped to launch the careers of many African artists. For Pigozzi, this was the primary purpose:

“We now live on a very small planet: we can hear Bob Marley in Jamaica, Japan and Finland. One can eat sushi in Kyoto, but also in New York and Madrid. So why shouldn’t African art travel and be seen all around the world? Art does not have borders...some of the African artists have deep African roots but also mix in new occidental visions. We must think of art as global... This is contemporary art. Yes, it comes from Africa, but so what? In the twenty-first century it is ridiculous to be limited by manmade geo-politics.”

In 1999, Pigozzi auctioned part of the collection to raise money for a new initiative - the Jean Pigozzi Prize for Contemporary African Art - which was to be awarded to a sub-Saharan contemporary painter, sculptor or photographer.

We are delighted to be offering a selection of artworks that were part of the original Contemporary African Art Collection.



48

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

Untitled

signed and dated 'Moke/ 90' (lower left)

oil on canvas

110 x 87cm (43 5/16 x 34 1/4in).

£8,000 - 12,000

€9,000 - 14,000

\$11,000 - 17,000

Provenance

The Jean Pigozzi Contemporary African Art Collection.
Sold at Sotheby's, New Bond Street, 24 June 1999, lot 43.
Private collection.

Literature

A. Magnin & J. Souillou, ed. *Contemporary Art of Africa*, New York, 1996. Illustrated p.112.

Moke is one of a number of self-taught artists in the Contemporary African Art Collection. His depictions of daily life on the streets of Kinshasa were inspired by his own lived experiences, rather than the works of earlier artists. The graphic, eye-catching aesthetic gave birth to a new genre of 'Popular Painting'. Fellow artist and Kinshasa resident, Cheri Samba, described how their scenes were "contrary to academic painting...drawn from everyday life and from wandering around different neighbourhoods".



49

TWINS SEVEN-SEVEN (NIGERIAN, 1944-2011)

The Fish Lover

signed, dated and titled 'Twins Seven Seven/ '89' (lower left and right)

ink on plywood with raised relief

61 x 61cm (24 x 24in).

£4,000 - 6,000

€4,500 - 6,800

\$5,500 - 8,300

Provenance

The Jean Pigozzi Contemporary African Art Collection.

Sold at Sotheby's, New Bond Street, 24 June 1999, lot 53.

Private collection.



50

GEORGE LILANGA DI NYAMA (TANZANIAN, 1934-2005)

Wafulaiya w kuzaliwa kwa mtoto wao kutimiza mika mitato toka kuzaliwa

signed 'Lilanga' (lower right); titled (verso)

acrylic on board

97.5 x 78cm (38 3/8 x 30 11/16in).

£4,000 - 6,000

€4,500 - 6,800

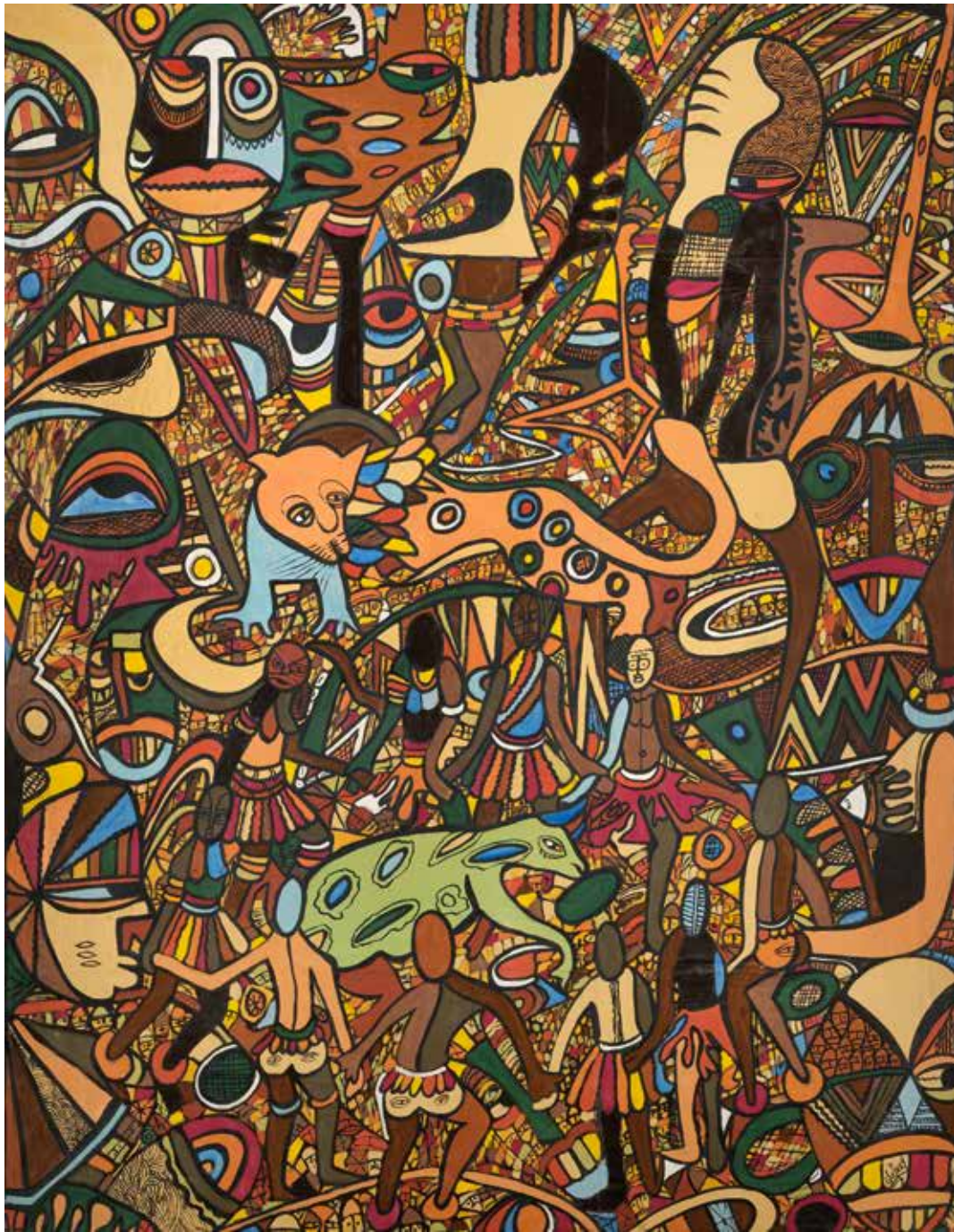
\$5,500 - 8,300

Provenance

The Jean Pigozzi Contemporary African Art Collection.

Sold at Sotheby's, New Bond Street, 24 June 1999, lot 44.

Private collection.



51
EMMANUEL EKONG EKEFREY (NIGERIAN, BORN 1952)

Determination
signed 'Ekefrey' (lower right)
oil on canvas
177 x 139cm (69 11/16 x 54 3/4in).

£5,000 - 8,000
€5,600 - 9,000
\$6,900 - 11,000

Provenance

The Jean Pigozzi Contemporary African Art Collection.
Sold at Sotheby's, New Bond Street, 24 June 1999, lot 17.
Private collection.

Exhibited

Las Palmas de Gran Canaria, Centro Atlantico de Arte Moderno;
Groningen, Groninger Museum;
Mexico City, Centro Cultural de Arte Contemporaneo, *Africa Now*,
1991-2. Illustrated p.138.

Literature

A. Magnin & J. Souillou, ed. *Contemporary Art of Africa*, New York,
1996. Illustrated p.50.



52

FRANCOIS THANGO (CONGOLESE, 1936-1981)

Untitled

signed 'THANGO' (lower right)

oil on board

53 x 80.5cm (20 7/8 x 31 11/16in).

£3,000 - 5,000

€3,400 - 5,600

\$4,100 - 6,900

Provenance

The Jean Pigozzi Contemporary African Art Collection.
Sold at Sotheby's, New Bond Street, 24 June 1999, lot 57.
Private collection.

Exhibited

Las Palmas de Gran Canaria, Centro Atlantico de Arte Moderno;
Groningen, Groninger Museum;
Mexico City, Centro Cultural de Arte Contemporaneo, *Africa Now*,
1991-2. Illustrated p.165.

Literature

A. Magnin & J. Soullou, ed. *Contemporary Art of Africa*, New York,
1996. Illustrated p.94.



53

MONSENGWO KEJWAMFI "MOKE"

(DEMOCRATIC REPUBLIC OF CONGO, 1950-2001)

Moke n'a pas de l'argent (Moke doesn't have any money)

signed, titled and dated 'PEINTE/ MOKE/ 91' (lower right)

oil on canvas

176 x 130cm (69 5/16 x 51 3/16in).

£8,000 - 12,000

€9,000 - 14,000

\$11,000 - 17,000

Provenance

The Jean Pigozzi Contemporary African Art Collection.

Sold at Sotheby's, New Bond Street, 24 June 1999, lot 17.

Private collection.

Exhibited

Copenhagen, Rundetårn, *My Afrikansk Billedkunst*, 1991. Illustrated p.9.

Literature

A. Magnin & J. Soullillou, ed. *Contemporary Art of Africa*, New York, 1996. Illustrated p.114.

Along with Cheri Samba and Cheri Cherin, Moke was one of the leading figures of the Congolese Popular Painting school. These artists began their careers as advertisement and sign painters. Their eye-catching, satirical depictions of daily life in Kinshasa soon garnered attention and won the artists their first commissions.

Part of the appeal is the characteristic style in which the scenes are rendered. As art historian Jacques Soullillou has written:

"Over the years, Moke's work has managed to acquire an identity that enables it to be recognised without hesitation; it is well known both in Zaire and outside its borders."

Bibliography

A. Magnin & J. Soullillou, ed. *Contemporary Art of Africa*, (New York, 1996), p.12.



52

OTHER PROPERTIES

54

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

Mami Wata
signed 'CHERIN-CHERI' (lower right); inscribed 'Exposition
Stockholm 1984/ Expo Festival Avignon 1986' (verso)
oil on canvas
53 x 36cm (20 7/8 x 14 3/16in).

£3,000 - 5,000

€3,400 - 5,600

\$4,100 - 6,900

Provenance

Purchased directly from the artist by the current owner.

Exhibited

Avignon, Festival d'Avignon, 11 July - 6 August, 1986



53

55

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

Mami Wata
signed 'Art. Bodo/ Rep. du Zaire' (lower right)
oil on board
49 x 59cm (19 5/16 x 23 1/4in).

£2,000 - 3,000

€2,300 - 3,400

\$2,800 - 4,100

Provenance

Purchased directly from the artist by the current owner.



56

CHÉRI SAMBA
(DEMOCRATIC REPUBLIC OF CONGO, BORN 1956)

La Démocratie?
 signed and dated 'Cheri Samba/ D.1995' (lower right)
 oil on canvas
 83.5 x 103.5cm (32 7/8 x 40 3/4in).

£18,000 - 22,000
 €20,000 - 25,000
 \$25,000 - 30,000

In this painting, the artist explores his nation's problematic relationship with democratic rule. The inscription at the top of the painting reads:

"Difficile de répondre à ces deux questions dans un continent qui n'a pas eu des traditions démocratiques: est-ce que la démocratie est-elle l'unique idée pour qu'un pays se développe??? Que disons-nous alors de la Chine?"

("It is difficult to respond to the question [of democracy] in a continent that has not had democratic traditions: is democracy the only way for a country to develop? What can we say of China then?")

The inscription along the lower margin reads:

"Depuis que le processus de démocratisation a commencé, rien n'est encore fait qui puisse satisfaire les Africains. On a l'impression comme si la démocratie continue à gagner du terrain parce que les politiciens Africains n'ont pas encore d'oreilles pour écouter les propos des autres et malgré ça, ils sont encouragés par les soi-disant donneurs de bons exemples."

(Since the process of democratisation began, nothing has been done to satisfy the African people. It seems that democracy continues to gain ground because the African politicians do not have ears for the words of others, and despite that are encouraged by so-called good examples")

This painting was so popular, that Samba executed another version in 2003 which was offered in our saleroom in 2012.



57

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

Souvenirs d'un general
signed and dated 'PEINTRE MOKE/ 98' (lower right)
oil on canvas
120 x 117cm (47 1/4 x 46 1/16in).

£3,000 - 5,000
€3,400 - 5,600
\$4,100 - 6,900



58

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

'Le Pouvoir Au Bout De Fusil'
signed and dated 'CHERI-CHERIN/-2004' (lower right)
oil on canvas
94 x 60cm (37 x 23 5/8in).

£3,000 - 5,000

€3,400 - 5,600

\$4,100 - 6,900

Provenance

Purchased directly from the artist during his residency at the Vrije Akademie in The Hague, Netherlands, 2004.



59

REUBEN UGBINE (NIGERIAN, BORN 1956)

Reunion

signed and dated 'REUBEN UGBINE/ NIGERIA 2015'

(foot of sculpture)

carved wood

92 x 31 x 20cm (36 1/4 x 12 3/16 x 7 7/8in)

£3,000 - 5,000

€3,400 - 5,600

\$4,100 - 6,900

Provenance

Acquired directly from the artist in 2016.

A private collection, Brussels.



60

ABIODUN OLAKU (NIGERIAN, BORN 1958)

'Ilu Oke, Lagos'

signed and dated 'OLAKU A.O. '10-'12' (lower right); titled, signed and dated (verso)

oil on canvas

76 x 105cm (29 15/16 x 41 5/16in).

£6,000 - 9,000

€6,800 - 10,000

\$8,300 - 12,000



61*

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

Standing Female figure, wood, 31cm
signed 'BEN ENWONWU' (underside of foot)
wood

£5,000 - 8,000

€5,600 - 9,000

\$6,900 - 11,000

Provenance

Acquired directly from the artist by private collector, circa 1991.
By direct descent to present owner.



62

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

Full Body Sketch of Queen Elizabeth II
signed, dated and titled 'FINAL ROUGH DESIGN FOR/ STATUE OF
QUEEN E-II/ BEN ENWONWU/ LONDON 1956' (lower right)

watercolour

61 x 42cm (24 x 16 9/16in).

£5,000 - 8,000

€5,600 - 9,000

\$6,900 - 11,000

Provenance

Private collection, London.

Literature

S. Ogbecchie, *Ben Enwonwu: The Making of an African Modernist*,
(Rochester, 2008), illustrated fig. 4.6, p.135.

In 1956, Enwonwu was commissioned to create a portrait sculpture of Queen Elizabeth II to commemorate her visit to Nigeria in January 1956. The bronze statue was to be installed in the Nigerian House of Representatives as the country prepared itself for independence in

1960. The commission was viewed as an important act of diplomacy; a public declaration of the importance of British governance in shaping Nigeria's identity. Enwonwu was considered to be a living embodiment of the empire's 'benevolent tutelage', having studied at some of London's most prestigious art schools.

Enwonwu was provided with a studio at Buckingham Palace, where he made a number of preliminary sketches in watercolours capturing Her Majesty from the front and in profile. The above lot was executed during this period.

A resin cast of the sculpture was presented at the annual exhibition of the Royal Society of British Artists in London in 1957. The completed bronze was then exhibited at Tate (now Tate Britain). The sculpture was positively received by the British art establishment. Queen Elizabeth II was so pleased with the portrayal, she commissioned Enwonwu to create a likeness of Prince Charles.

Bibliography

S. Ogbecchie, *Ben Enwonwu: The Making of an African Modernist*,
(Rochester, 2008), pp.132-139.



63

FRANCIS UDUH (NIGERIAN, BORN 1963)

Acrobat

signed and dated 'UDUH F.M. 2017' (along central support)

wood

185 x 30 x 28cm (72 13/16 x 11 13/16 x 11in).

£4,000 - 6,000

€4,500 - 6,800

\$5,500 - 8,300





64

SOKARI DOUGLAS CAMP (NIGERIAN, BORN 1958)

Conversation with Eve (Snake Frangipani) 2016

welded steel with acrylic paint

61 x 48.5 x 26cm (24 x 19 1/8 x 10 1/4in).

£4,000 - 6,000

€4,500 - 6,800

\$5,500 - 8,300

This small steel work depicts the moment in Genesis when Eve gives Adam fruit from the forbidden tree. The red wraps around their waists suggest that they have already eaten, and are self-conscious about their nakedness. Their altered relationship with their environment is communicated by the positioning of the snake. The reptile rears up from the ground, physically separating the couple. It intimates the banishment from Eden and a distancing from God.

Adam and Eve are shown standing on top of an oil barrel. This is a recurring motif in Sokari's work. Raised in Buguma, the artist experienced the discovery of petroleum deposits in the Niger Delta first-hand. Large multi-nationals such as Chevron and Anglo-Dutch Shell made moves to acquire excavation rights. The fact that the local people could not benefit from their own resources due to poverty struck the artist as a great injustice.

We can interpret the oil barrel here as a symbol of humankind's fallen status; our weakness for immediate gratification, regardless of how it might impact our environment and fellow creatures.

Bibliography

The October Gallery, *Primavera: Sokari Douglas Camp C.B.E.*, (London, 2016), p.4.



65

ROMUALD HAZOUMÈ (BENIN, BORN 1962)

Abstract forms

signed and dated 'R.Hazoume '88' (lower right)

silk

59 x 92cm (23 1/4 x 36 1/4in).

£3,000 - 5,000

€3,400 - 5,600

\$4,100 - 6,900

Provenance

Acquired by the present owner directly from the artist at his exhibition *Masques Bidons* in Niger, 1989.

Exhibited

Niamey, the French-Nigerian Cultural Centre, *Masques Bidons*, 1989.
Cotonou, the Centre Culturel Français, 1989.

This unusual work on silk was acquired by the present owner when he attended Romuald Hazoumè's first exhibition as a professional artist at the French-Nigerian Cultural Centre in 1989. Hazoumè took the decision to pursue a career in the arts in the mid-80s. This was a period of experimentation, as he transitioned from one medium to the next in an effort to find his 'voice'. He silk series spanned from the late 80s to early 90s. Two similar artworks, titled *La Femme* and *Femmes*, are illustrated in the Zinsou Foundation exhibition catalogue *Romuald Hazoumè* (2005), p.10 & 14.

It was at this time that Hazoumè first began to produce the 'masques bidons' for which he has become known. These masks were constructed from discarded plastic containers and petrol canisters. In using these materials, the artist both demonstrates the trans-formative powers of recycling and draws our attention to social ills.

In Benin, discarded jerry cans are a common site. For many of the country's citizens, smuggling petrol from Nigeria and selling it illegally on the black market is the only way to earn a living. No serious measures have been taken to rectify the desperate situation. Since Hazoumè first highlighted the issue in the late 1980s, the country has become increasingly dependent on the black market for petrol. In 2016, the African Development Bank estimated that nearly 80% of all fuel consumed in Benin is contraband.

Over the last decade, Hazoumè has become a respected name on the international art circuit, with pieces in the British Museum in London, the Guggenheim in Bilbao, and the Centre Georges Pompidou in Paris. However, he continues to live and work in Benin, grappling with the country's social and economic issues:

"I answer questions that preoccupy my people. I am compelled to respond in my way."

Bibliography

Niamh Coghlan, 'Romuald Hazoumè', *Aesthetica*, accessed 10 January 2018.

Fondation Zinsou, *Romuald Hazoumè*, (Cotonou, 2005), pp.10 & 14.



66

ROMUALD HAZOUMÈ (BENIN, BORN 1962)

'Divedo'

inscribed "'Divedo"/ R.Hazoume/ 8-Mai 2000/ Pour mon ami Frits Bless' (verso)

oil and sand on paper

42 x 29.5cm (16 9/16 x 11 5/8in).

£3,000 - 5,000

€3,400 - 5,600

\$4,100 - 6,900

Provenance

Gifted to Mr. Frits Bless by the artist in 2000.

By direct descent to the current owner in 2014.

Frits Bless (1951-2014) directed the Van Reekum Museum in Apeldoorn between 1985 and 2000. During his tenure, he took an active role in expanding the museum's contemporary art collection to include more abstract and conceptual works.

A keen collector himself, Bless turned his own attentions to African and Latin American art in the early 1990s, searching for alternative visual languages to those of Western Europe.

It was during this period that Bless met Hazoumè. The two soon developed a friendship. The artist gifted him the present lot in 2000.

The painting depicts a Fâ symbol. Hazoumè turned to this ancient Beninese art form to try and make sense of his place in the world. In contemplating the complex symbols, the individual is supposed to discover his/herself in relation to other communities, the environment, and ultimately the entire cosmos. The artist has described the central importance of Fâ symbolism in his work:

"Each (symbol) is a universe in itself. The Fâ's influence is marked in my painting, but I resort to it as a cultural landmark, which (raise) questions about myself, Africa's future and the world's evolution. It is a quest upon which I have embarked and as such it requires ceaseless research. For the Fâ is first and foremost a sacred knowledge."

A painting titled *Di-meji* from the same series, *Signes Isoles du Fâ* (1993), is illustrated in the Fondation Zinsou exhibition catalogue, *Romuald Hazoume* (2005) p.53.

Bibliography

Fondation Zinsou, *Romuald Hazoume*, (Cotonou, 2005), p.53.



67*

DOMINIQUE ZINKPE (BENINESE, BORN 1969)

'Convoitise'

signed 'Zinkpe' (lower right); titled and dated 'Zinkpe/ 2017' (verso)

acrylic on linen

150 x 180cm (59 1/16 x 70 7/8in).

£4,000 - 6,000

€4,500 - 6,800

\$5,500 - 8,300



68

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

Asaba

signed, dated and titled 'ASABA/ BEN ENWONWU/ 1959' (lower center left)

red chalk

75 x 26cm (29 1/2 x 10 1/4in).

£8,000 - 12,000

€9,000 - 14,000

\$11,000 - 17,000

Provenance

Gifted by the artist to Mr. John H. Rees.

By direct descent.

John H. Rees became acquainted with Enwonwu when the artist was commissioned to create a series of sculptures by the Daily Mirror in 1960. Rees was then working as the newspaper's Operations Manager, and was responsible for overseeing the installation of Enwonwu's sculptures in the forecourt of the Daily Mirror's new London headquarters in Holborn. It was during this period that Enwonwu gifted him the above drawing.

The chalk sketch depicts a young boy from Asaba, the capital of modern day Delta State in southern Nigeria. Positioned on the west bank of the Niger River, the town became known as a trading hub, with merchants selling cassava, yams, palm oil and kola nuts.

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

The Female Form signed and dated 'BEN ENWONWU 1987' (lower right) watercolour and gouache 74 x 54cm (29 1/8 x 21 1/4in).

£50,000 - 80,000
€56,000 - 90,000
\$69,000 - 110,000

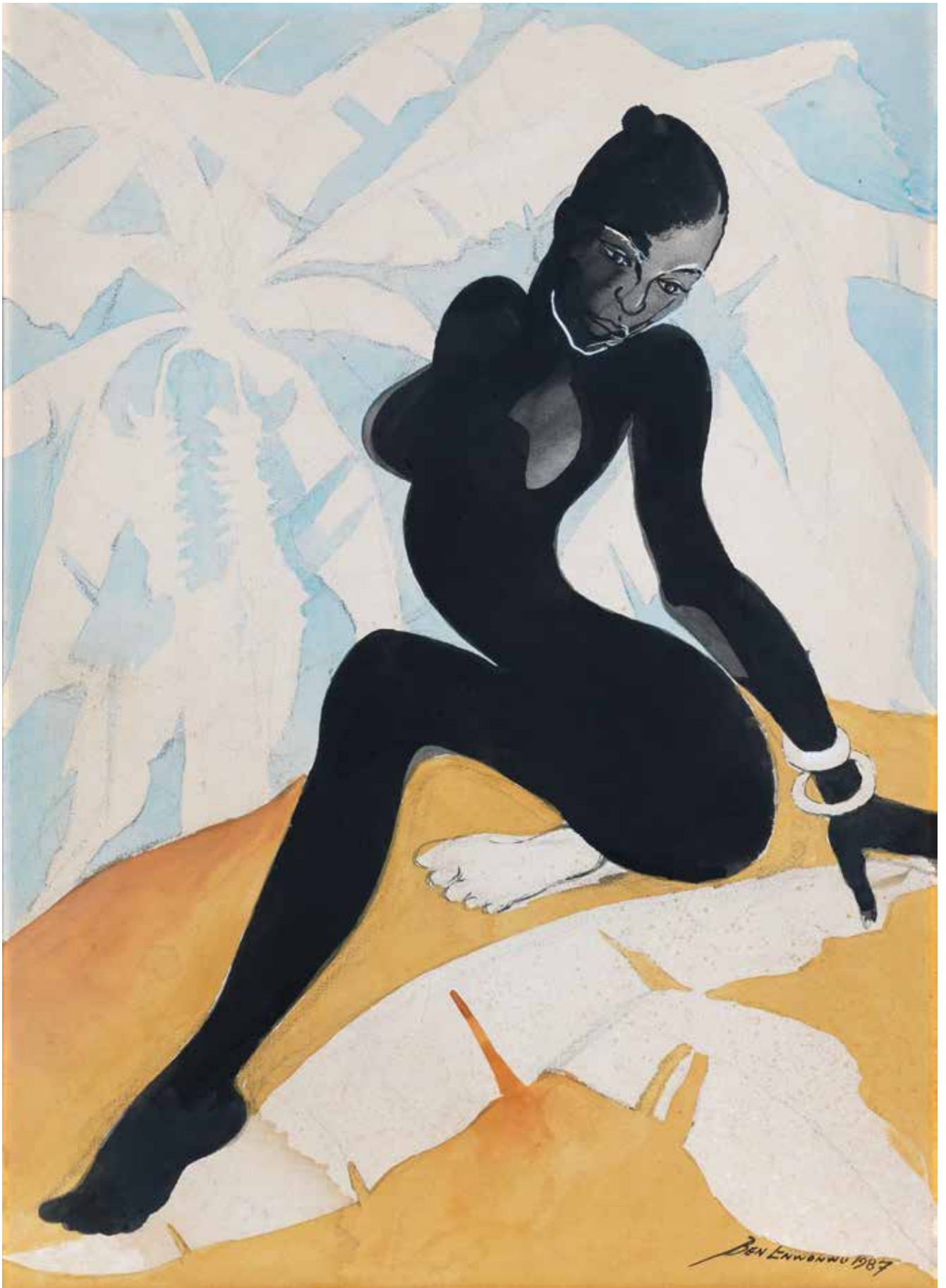
Provenance
A private collection, London.

Literature
Gbile Oshadipe, 'Master artist, Ben Enwonwu is 70', *Lagos Life*, (February, 1991), illustrated p.7.

An article was published in the magazine, Lagos Life, to mark the occasion of Enwonwu's 70th birthday. The author referred to the artist as the "patriarch of Nigerian art", and "the measure with which other artists are judged". The present lot was illustrated in the paper as "one of Ben Enwonwu's renowned works".



Enwonwu 'Female Form' illustrated in Lagos Life Newspaper





70



71

70
ABIODUN OLAKU (NIGERIAN, BORN 1958)
 'Spirit of Enterprise' (Market Series)
 signed and dated 'OLAKU. A.O./ 97' (centre right); inscribed with
 artist's name, title, date and medium (verso)
 oil on canvas
 79 x 111cm (31 1/8 x 43 11/16in).

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

71*
BEN OSAGHAE (NIGERIAN, 1962-2017)
 'Ogoromienmien'
 signed and dated 'Ben Osaghae/ 96' (lower right); inscribed with
 artist's name, title and date (verso)
 oil on canvas
 81 x 107cm (31 7/8 x 42 1/8in).

£2,000 - 3,000
 €2,300 - 3,400
 \$2,800 - 4,100

Provenance
 Purchased directly from the artist by the current owner.



72*

DOMINIQUE ZINKPE (BENINESE, BORN 1969)

'Danse de Minuit'

signed 'Zinkpe' (lower right); signed and dated 'Zinkpe 2016' (verso)

acrylic on linen

150 x 150cm (59 1/16 x 59 1/16in).

£4,000 - 6,000

€4,500 - 6,800

\$5,500 - 8,300



73

NNENNA OKORE (NIGERIAN, BORN 1975)

Achi

clay and burlap

131 x 160cm (51 9/16 x 63in).

in two parts.

£7,000 - 9,000

€7,900 - 10,000

\$9,600 - 12,000

Provenance

Purchased directly from the artist by the present owner.

Private collection, USA.

Born in Australia in 1975, but raised in Nsukka, Nigeria, Nnenna Okore is truly a citizen of the world. She now divides her time between Nigeria and Chicago, where she teaches sculpture and spatial art at North Park University.

A former student of renowned Ghanaian artist, El Anatsui, Okore also recognizes the creative potential of recycled materials, crafting everyday waste into works of great beauty. Her thoughtful re-workings of discarded magazines, newspapers and cloth lend new meaning to these humble materials, implicitly criticizing the lazy wastefulness of our 'throw-away' consumer culture.

Okore's creative process draws on age old Nigerian craft techniques, passed down to her by her grandmother. Weaving, sewing, rolling and twisting; her wall reliefs are all produced by hand. In a world of increasing mechanization and reproduction, the artist is committed to keeping traditional craft alive.

Nnenna Okore's work has been exhibited at numerous galleries across the world, including the David Krut Gallery in New York and the October Gallery in London. She recently participated in the 29th Sao Paulo Biennial in Brazil, and was the 2012/2013 recipient of the prestigious Fulbright Scholarship.



74

GEORGE OSODI (NIGERIAN, BORN 1974)

Gas Flare 3, 2006 from the series 'Oil Rich Niger Delta' (2003-2007)

C-print, edition of 5 +2AP

80 x 120cm (31 1/2 x 47 1/4in).

£3,000 - 5,000

€3,400 - 5,600

\$4,100 - 6,900

The Niger delta region is of fundamental importance to those in power in Nigeria as the oil from that region makes up 95% of the country's export trade. Between 2003 and 07, George Osodi documented this area and the dramatic effect oil mining had on the landscape and local population. Oil Rich Niger Delta contains over 200 visually arresting and hard hitting photographs depicting the degradation of the ecosystem and human labour by multi-national oil companies. Osodi has said that when "oil becomes a commodity, an incredible visual drama unfolds." We are presented with images of poverty, corruption and violence which reflects the urgency of the situation.

Osodi employs classical photographic motifs to great effect. Close up portraits, landscapes taken with a wide angled lens and portraits with dramatic foregrounds or backgrounds, often with fire or black clouds of smoke. There are scenes with camouflaged and heavily armed MEND militants (Movement for the Emancipation of the Niger Delta who demand a share of the oil money) in which the ammunition creates striking visual surface patterns and other photographs exploiting seductive reflections in water.

The population does not benefit from the huge amount of wealth created in their locale. We see men, women and children going about their daily lives in their polluted and ravaged landscape. Osodi reflects that "people are of great value to me, especially what I call the real people. They are a source of joy and inspiration to me. In recent times, the impact of oil in the lives of most oil producing regions has been highly paradoxical...I want to put a human face on this paradise lost." (George Osodi quoted in *Pale Reflections and Fables of Life: George Osodi's "Real People" of the Niger Delta*, Raw Materials Company, 2011)



75

VICTOR EHIKHAMENOR (NIGERIAN, BORN 1970)

'Home Sweet Home'
signed and dated 'Victor Ehikhamenor '11' (lower right)
charcoal, acrylic and oil on linen and painted trunk
213 x 145cm (83 7/8 x 57 1/16in).
(unframed).

£4,000 - 6,000

€4,500 - 6,800

\$5,500 - 8,300

Born in the small village of Udomi-Uwessan in Edo State, Ehikhamenor received little in the way of formal art education. Instead he draws inspiration from the region's traditions of shrine decoration and cloth-weaving. The visual vocabulary of his large-scale paintings fuse folkloric, mythological and Catholic iconography.

Home Sweet Home is one of a series of drawings that Ehikhamenor executed on cloth. This medium carries symbolic significance for the artist; historically, textile weaving was the primary way of passing on traditions and stories to the next generation. As the title of the current lot implies, these works on cloth are a way of paying homage to the weavers, the cultural guardians of his birthplace.

The artwork was part of an exhibition titled *What Is The Colour Of Your Love* held at Whitespace in Ikoyi in February 2013. The curator Denrele Sonariwo hung the cloth directly behind the red trunk, and scattered confectionery around the base. Visitors were invited to enter the installation and take a sweet, but leave the empty wrapper. In this way, Ehikhamenor was encouraging members of the public to leave their own mark on his work.

We would like to thank the artist for his assistance with the cataloguing of this lot.



Image courtesy of the Modern Day School of Arts



76 TP

GONÇALO MABUNDA (MOZAMBICAN, BORN 1975)

A throne for two kings

decommissioned weapon parts and welded metal

138 (w) x 63 (d) x 114cm (h) (54 1/2 x 24 3/4 44 1/2in)

£10,000 - 15,000

€11,000 - 17,000

\$14,000 - 21,000

Provenance

A private collection, Italy.

Gonçalo Mabunda was born in Maputo in 1975, the same year that Mozambique gained independence. Civil war broke out only two years later, and would continue to ravage the country until 1992. The artist's formative years were thus coloured by extreme violence and bloodshed. Seven million guns, rocket launchers and grenades were amassed in this period. By the end of the civil war, Mozambique was

littered with weapons, prompting the Christian Council of Mozambique to establish an initiative aimed at clearing the streets of these arms. Many of the stockpiles were destroyed, but some were handed over to an artist's collective who disassembled the weapons and transformed them into public sculpture. The initiative received international coverage, and launched Mabunda's (one of the principle figures) career.

A Throne for Two Kings has been constructed from bullet casings and gun parts. The bullets have been welded into a careful decorative arrangement. Three faces are also visible on the throne, lending an element of levity and hope to a piece born out of violence.

Mabunda is established on the international art scene, exhibiting at Museum Kunst Palast in Dusseldorf, the Hayward Gallery in London, the Centre Pompidou in Paris, the Mori Art Museum in Tokyo, and the Johannesburg Art Gallery, among others.



77 TP

ABOUDIA ABDOULAYE DIARRASSOUBA (IVORIAN, BORN 1983)

Untitled

signed and dated 'ABOUDIA/ 2013' (upper right)

mixed media on canvas

200 x 398cm (78 3/4 x 156 11/16in).

£10,000 - 15,000

€11,000 - 17,000

\$14,000 - 21,000

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

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

The artist has been compared to both Goya and Basquiat for his ability to fuse despair and anger with vigorous energy. Aboudia himself

has commented that he uses "colour to transform sadness into happiness". The conflict was the central theme of Aboudia's first solo show with Jack Bell Gallery in London, entitled War Series (2011). Four paintings from this exhibition are now in the permanent collection of the Saatchi Gallery.

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

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

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



78

ARMAND BOUA (IVORIAN, BORN 1978)

Enfant de la rue d'abidjan (2017)
signed 'BOUA' (lower centre)
acrylic and tar on brown card
184 x 101cm (72 7/16 x 39 3/4in).

£8,000 - 12,000

€9,000 - 14,000

\$11,000 - 17,000

Provenance

A private collection, Italy.

This composition depicts a group of children on the streets of the artist's hometown, Abidjan. Over the last 20 years, the city has experienced rapid urbanization, with new industries drawing workers from across the country. This migration has resulted in a number of social problems: overcrowding, ethnic and linguistic tensions, increased crime.

One of the most critical issues is child abduction. These children are the victims of sex trafficking, illegal adoption rings and plantation labour. Boua's artwork draws attention to how we are failing to protect society's most vulnerable. The children's faces are vaguely delineated by ripped areas of black paper. We are left with the impression that these figures are disappearing before our eyes - forgotten ghosts. The torn cardboard surface is a placard, a "protest against forgetting".

Bibliography

O. Bonsu, 'Armand Boua',
http://www.saatchigallery.com/artists/armand_boua.htm



79

79
GONÇALO MABUNDA (MOZAMBICAN, BORN 1975)
Mask I

metal, enamel paint, gun cartridges
59 x 40 x 14cm (23 1/4 x 15 3/4 x 5 1/2in).

£2,000 - 3,000
€2,300 - 3,400
\$2,800 - 4,100

Provenance

Acquired directly from the artist by the current owner, 2016.

To be sold along with a certificate of authenticity signed by the artist.



80

80
GONÇALO MABUNDA (MOZAMBICAN, BORN 1975)
Mask II

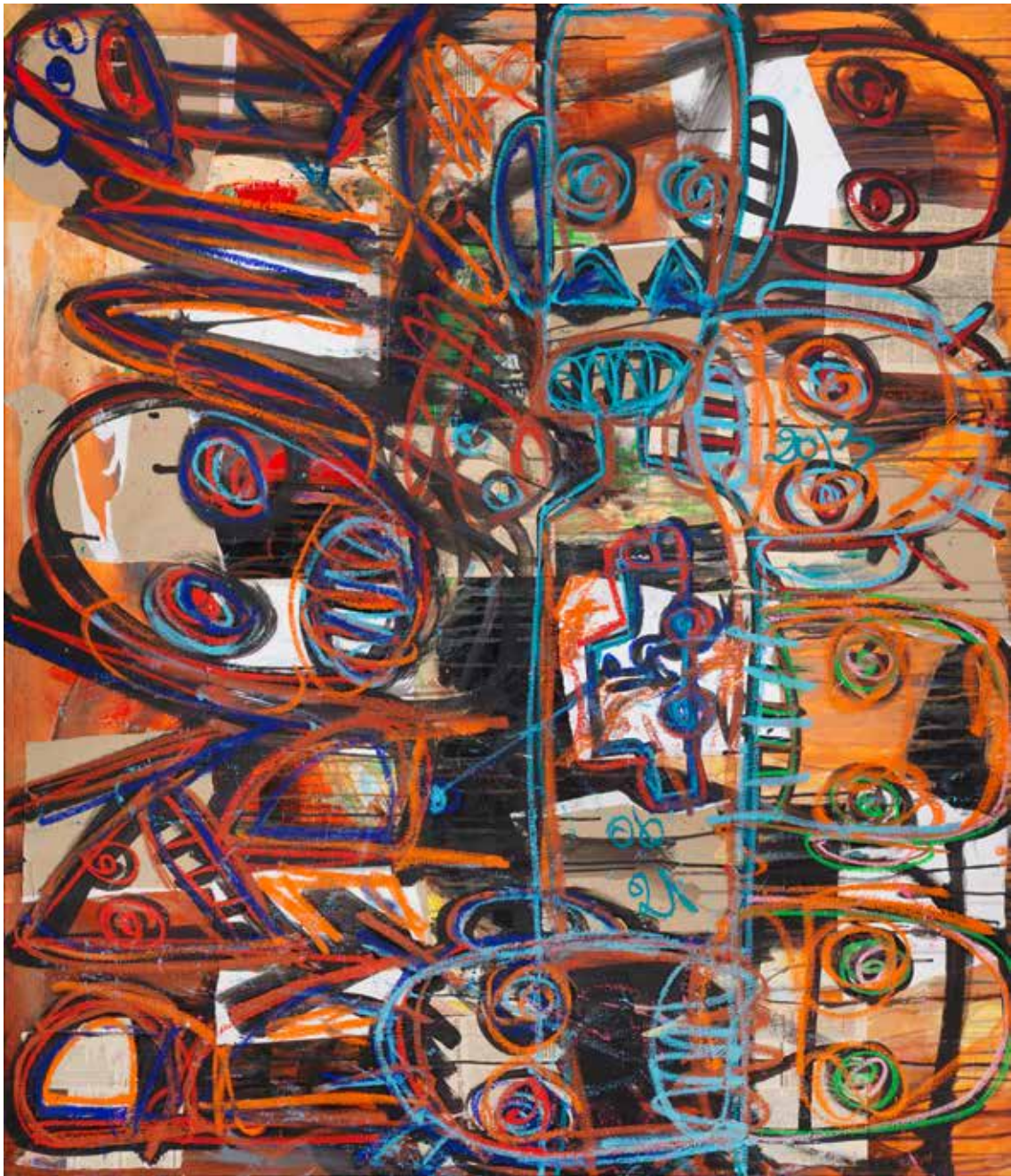
metal, gun cartridges, copper wire
70 x 56 x 25cm (27 9/16 x 22 1/16 x 9 13/16in).

£2,000 - 3,000
€2,300 - 3,400
\$2,800 - 4,100

Provenance

Acquired directly from the artist by the current owner, 2016.

To be sold along with a certificate of authenticity signed by the artist.



81
ABOUDIA ABDOULAYE DIARRASSOUBA
(IVORIAN, BORN 1983)
Untitled
dated '2013' (upper right)
mixed media on canvas
139.5 x 119.5cm (54 15/16 x 47 1/16in).

£7,000 - 10,000
€7,900 - 11,000
\$9,600 - 14,000



82

ABOUDIA ABDOULAYE DIARRASSOUBA
(IVORIAN, BORN 1983)

Untitled ('Nigga')

dated '2011' (lower right); titled 'NIGGA' (along lower margin)

mixed media on canvas

107 x 139cm (42 1/8 x 54 3/4in).

£8,000 - 12,000

€9,000 - 14,000

\$11,000 - 17,000



83 TP

FIDELIS ODOGWU EZE (NIGERIAN, BORN 1970)

Prayer Mode

signed and dated 'ODOGWU/ 13' (to the reverse and lower left of the figure's dress)

welded metal

202 x 44.5 x 68cm (79 1/2 x 17 1/2 x 26 3/4in).

£3,000 - 5,000

€3,400 - 5,600

\$4,100 - 6,900



84*TP

BUNMI BABATUNDE (NIGERIAN, BORN 1957)

Your Majesty

signed and dated '2016'

ebony

116 x 150cm (45 11/16 x 59 1/16in).

£3,000 - 5,000

€3,400 - 5,600

\$4,100 - 6,900

Bunmi Babatunde was born in Nigeria in 1957. He studied sculpture at the Yaba College of Technology, and was awarded a Higher National Diploma in 1983. He established his own studio the following year. Since then, he has created a diverse body of work in wood, bronze resin and fiberglass. He has undertaken a number of major public commissions within Nigeria, including the 20-foot Eleganza 'Biro

Statue' along Orile/Mile 2 expressway, Alaba. Babatunde is committed to fostering artistic talent within his country, and co-founded the Universal Studios of Art, Nigeria, alongside fellow artists Bisi Fakeye, Monday Akhidue and Abiodun Olaku.

Executed in 2016, the present lot is from one of his most recent collections. He described the sculpture thus:

"*Your Majesty* is an effusive expression of reverence to the Almighty in Yoruba cultural fashion. It is not just a compulsion but an appreciative gesture of the sovereignty and the loving kindness of the King of Kings. Her stretched out body is like emptying out her entire being into the salutation."



85*

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

Woman leaning

wood

25 x 5 x 3cm (9 13/16 x 1 15/16 x 1 3/16in).

£5,000 - 8,000

€5,600 - 9,000

\$6,900 - 11,000

Provenance

Acquired directly from the artist by private collector, circa 1991.

By direct descent to present owner.

86

UZO EGONU (NIGERIAN, 1931-1996)

Stateless People: an artist with beret signed and dated 'Egonu/81' (lower right); bears label inscribed 'Stateless People (an artist with beret)'/ oil on canvas/ 1981' (verso) oil on canvas
153 x 124cm (60 1/4 x 48 13/16in).

£10,000 - 15,000

€11,000 - 17,000

\$14,000 - 21,000

Literature

O. Oguiibe, *Uzo Egonu: An African Artist in the West*, (London, 1995), illustrated p.129.

The above lot belongs to the artist's *Stateless People* series, begun in 1980. This was a time of great anxiety and frustration for Egonu. Now partially blind, he was finding it increasingly difficult to paint. His hopes and expectations for Nigeria following the end of the civil war had also come to nothing. The wealth generated by the oil boom in the 1970s was channeled into hyper-consumption rather than developing the infrastructure. By 1983, socioeconomic conditions were so dismal that Chinua Achebe complained the country was in a state of crisis:

"Corruption in Nigeria has passed the alarming and entered the fatal stage; and Nigeria will die if we keep pretending that she is only slightly indisposed." (Achebe, *The Trouble with Nigeria*, Enugu, 1983. p.38)

His country and body in a state of decline, Egonu began to question his identity and the concept of nationhood. His reflections gave birth to *Stateless People* (1980-82). The series' unifying motif is the human figure bent over, consumed by shame, sorrow and regret. Each painting depicts a figure engaged in an activity close to Egonu's heart: a musician, an artist, a writer. The final work in the series, *Stateless People: An Assembly*, brings the characters together in a single composition.

When the works were first exhibited at the Royal Festival Hall in London in 1986, Egonu made the following statement:

"It is always assumed that 'Stateless People' are people who, through the consequence of their political activities (in opposition to the establishment) or who suffer victimisation due to their religious conviction in their original countries, either escaped or were forced out by their authoritarian regime. In this case, people who belong to this category cannot go back to their countries, and consequently end up without nationality.

My stateless people are far from being political or religious refugees. They are people who are symbolically stateless. How can a person who has a country and lives there...be regarded as a stateless person? If a country exists just in name without a permanent foundation, foresight, commonsense and ambition for the good of the country, in other words dwells in chaos and stagnation, it is non-existent...

In this modern age, it is not good enough for a country to feel that because it is not a colony of another power this fact in itself is commendable. What is commendable is what a country is trying to achieve and what it has accomplished. If symbolically a country does not exist, and if logic of existence is applied, anyone who inhabits such a country is stateless."

Egonu viewed the endemic corruption in Nigeria as a breach of the state's social contract with its citizens. Symbolically, the state had collapsed. The artist at the centre of this painting represents a generation of frustrated visionaries, alienated by the abuse of political power, but it is also a poignant self-portrait.

A preparatory gouache of this composition, executed a year before this oil painting, is illustrated in Oguiibe, *Uzo Egonu: An African Artist in the West*, p.118.

Bibliography

O. Oguiibe, *Uzo Egonu: An African Artist in the West*, pp.118-127.





87

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

Cubist dance form

signed and dated 'BEN ENWONWU/ 1978' (lower left)

oil on canvas

44 x 22cm (17 5/16 x 8 11/16in).

£7,000 - 10,000

€7,900 - 11,000

\$9,700 - 14,000

Provenance

Acquired by a private collector in Lagos.



88*

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

Woman in Blue

oil on board

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

£30,000 - 50,000

€34,000 - 57,000

\$42,000 - 69,000

Provenance

A private collection, Lagos.

Exhibited

Lagos, Arthouse Contemporary, *Igi Araba: an Exhibition and Retrospective of Works by Yusuf Grillo* (2016), illustrated p.21 exhibition catalogue.



89 *

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

Bust of Dennis Osadebay

bronze resin

41 x 21 x 25.5cm (16 1/8 x 8 1/4 x 10 1/16in).

£12,000-18,000

Provenance

A private collection, Lagos.

Dennis Chukude Osadebay (1911-1994) was a leading politician during the Nigerian First Republic. A former premier of the now defunct Mid-Western Region of Nigeria, he was also respected poet and journalist, frequently publishing in the West African Pilot newspaper.

On completing his studies in the early 1940s, Osadebay helped to found the National Council of Nigeria and the Cameroons (NCNC), for which he acted as legal advisor. In 1954, he was elected leader of the opposition in the Western Region House of Assembly. The next decade would mark the pinnacle of his political career: in 1960, he was elected president of the Nigerian Senate, and in 1963 the premier of the newly created Mid-Western Region.

Today Osadebay is better known for his pioneering poetry. His verses typically explore the country's struggle for independence from a personal perspective, drawing on events in his own life. In 1952, he became the first Nigerian indigene to publish a book of poems in

England. The collection, titled *Africa Sings*, was experimental and innovative in form. In 'Black Man Troubles', Osadebay used pidgin English to communicate the injustice of colonial rule in Africa.

Bibliography

A. Gerard, ed., *European-language Writing in Sub-Saharan Africa*, vol. 2, (Budapest, 1986), p.740.



90*

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

Dance Form

ebony

172 x 9 x 5cm (67 11/16 x 3 9/16 x 1 15/16in).

£20,000 - 30,000

€23,000 - 34,000

\$28,000 - 42,000

Provenance

A private collector, Lagos.

Although undated, the above sculpture was most likely executed in the late 1970s. It bears a great stylistic resemblance to a bronze statue that Enwonwu created for Murtala Muhammed International Airport in 1978. Both pieces depict an elongated female figure rising up from the ground, back arched, both arms raised above her head. Enwonwu has abstracted the facial features in this wood carving, lending the figure a supernatural quality.

Enwonwu received a number of public commissions in this period, including the famous Drummer for the Nigeria Telecommunications Headquarters in Lagos. Art historian and writer, Sylvester Ogbechie, describes these sculptures as having a "mythopoetic sensibility". In 1977, Lagos hosted the second World Festival of Black Arts and Culture (FESTAC). Enwonwu was appointed the director. His involvement in the festival cemented his belief that postcolonial Nigerian art must communicate the nation's independent cultural identity. A new visual language was needed for a country composed of such a wide range of ethnicities and art traditions. Ethereal sculptures such as Dance Form fuse these various influences:

"(Enwonwu's) appropriation of Yoruba concepts of supernatural force and the classical human form as a vessel for expressing modern technology aspired to an inclusive national aesthetic."

Bibliography

S. Ogbechie, *Ben Enwonwu: The Making of an African Modernist*, (Durham, 2008), pp.163, 187.



Enwonwu, *Untitled* (1978), bronze, Murtala Muhammed International Airport, Lagos.



END OF SALE

THE SOUTH AFRICAN SALE

Wednesday 21 March 2018
New Bond Street, London

GERARD SEKOTO
(SOUTH AFRICAN, 1913-1993)

A township street
£40,000 - 60,000 *

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NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

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In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams'* opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any VAT or *Buyer's Premium* payable or any other fees payable by the *Buyer*, which are detailed in paragraph 7 of the *Notice to Bidders*, below. *Lots* can in fact sell for *Hammer Prices* below and above the *Estimate*. Any *Estimate* should not be relied on as an indication of the actual selling price or value of a *Lot*. *Estimates* are in the currency of the *Sale*.

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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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*

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Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone

If you wish to bid at the *Sale* by telephone, please complete a Telephone *Bidding Form*, which is available from our offices or in the *Catalogue*. Please then return it to the office responsible for the *Sale* at least 24 hours in advance of the *Sale*. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service and may not be available in relation to all *Lots*. We will not be responsible for bidding on your behalf if you are unavailable at the time of the *Sale* or if the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding by post or fax

Absentee *Bidding Forms* can be found in the back of this *Catalogue* and should be completed and sent to the office responsible for the *Sale*. It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a *Lot*, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the *Sale*. Please check your Absentee *Bidding Form* carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to *Reserves* and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the *Auctioneer's* bidding increments. New *Bidders* must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

Bidding via the internet

Please visit our *Website* at <http://www.bonhams.com> for details of how to bid via the internet.

Bidding through an agent

Bids will be accepted as placed on behalf of the person named as the principal on the *Bidding Form* although we may refuse to accept bids from an agent on behalf of a principal and will require written confirmation from the principal confirming the agent's authority to bid. Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact or the identity of his principal) will be jointly and severally liable with the principal to the *Seller* and to *Bonhams* under any contract resulting from the acceptance of a bid. Subject to the above, please let us know if you are acting on behalf of another person when bidding for *Lots* at the *Sale*.

Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale*, we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and

Buyer's Premium and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE BUYER AND BONHAMS

On the *Lot* being knocked down to the *Buyer*, a *Contract for Sale* of the *Lot* will be entered into between the *Seller* and the *Buyer* on the terms of the *Contract for Sale* set out in Appendix 1 at the back of the *Catalogue*. You will be liable to pay the *Purchase Price*, which is the *Hammer Price* plus any applicable VAT. At the same time, a separate contract is also entered into between us as *Auctioneers* and the *Buyer*. This is our *Buyer's Agreement*, the terms of which are set out in Appendix 2 at the back of the *Catalogue*. Please read the terms of the *Contract for Sale* and our *Buyer's Agreement* contained in the *Catalogue* in case you are the successful *Bidder*. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the *Catalogue* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale*. You should be alert to this possibility of changes and ask if there have been any.

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

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

25% up to £175,000 of the *Hammer Price*
20% from £175,001 to £3,000,000 of the *Hammer Price*
12.5% from £3,000,001 of the *Hammer Price*

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

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

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

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

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

8. VAT

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

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

- † VAT at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω VAT on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- * VAT on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*
- G Gold bullion exempt from VAT on the *Hammer Price* and subject to VAT at the prevailing rate on the *Buyer's Premium*
- Zero rated for VAT, no VAT will be added to the *Hammer Price* or the *Buyer's Premium*
- α *Buyers* from within the EU: VAT is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). *Buyers* from outside the EU: VAT is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a *Buyer*, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise *Bonhams* immediately.

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

9. PAYMENT

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

Bonhams' preferred payment method is by bank transfer.

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

Bank: National Westminster Bank Plc
Address: PO Box 4RY
250 Regent Street
London W1A 4RY
Account Name: Bonhams 1793 Limited Trust Account
Account Number: 25563009
Sort Code: 56-00-27
IBAN Number: GB 33 NWBK 560027 25563009

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice.

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

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

Credit cards (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.

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or

otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

Barrels of guns sold as parts will only be made available for

sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the ° of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutichinsky

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

2. A diamond brooch, signed Kutichinsky

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 Kutichinsky

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

20. PHOTOGRAPHS

Explanation of *Catalogue* Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.

- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of *Catalogue* Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.
- *, †, *, G, Ω, α see clause 8, VAT, for details.

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

1.1 These terms govern the contract between Bonhams personally and the Buyer, being the person to whom a Lot has been knocked down by the Auctioneer.

1.2 The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the Notice to Bidders, printed in the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.

1.3 Except as specified in paragraph 4 of the Notice to Bidders the Contract for Sale of the Lot between you and the Seller is made on the fall of the Auctioneer's hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and Bonhams on the terms in this Buyer's Agreement.

1.4 We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless Bonhams sells the Lot as principal.

1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:

1.5.1 we will, until the date and time specified in the Notice to Bidders or otherwise notified to you, store the Lot in accordance with paragraph 5;

1.5.2 subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller;

1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.

1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, Guarantee, warranty, representation of fact in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the Seller.

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

3.1 Unless agreed in writing between you and us or as otherwise set out in the Notice to Bidders, you must pay to us by not later than 4.30pm on the second working day following the Sale:

3.1.1 the Purchase Price for the Lot;

3.1.2 a Buyer's Premium in accordance with the rates set out in the Notice to Bidders on each lot, and

3.1.3 if the Lot is marked [AR], an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.

3.2 You must also pay us on demand any Expenses payable pursuant to this agreement.

3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.

3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.

3.5 We may deduct and retain for our own benefit from the monies paid by you to us the Buyer's Premium, the Commission payable by the Seller in respect of the Lot, any Expenses and VAT and any interest earned and/or incurred until payment to the Seller.

3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the Purchase Price, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.

3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the Purchase Price of each Lot and secondly pro-rata to pay all amounts due to Bonhams.

4 COLLECTION OF THE LOT

4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.

4.2 You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified, by 4.30pm on the seventh day after the Sale.

4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.

4.4 If you have not collected the Lot by the date specified in the Notice to Bidders, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "Storage Contract") with the Storage Contractor for the storage of the Lot on the then current standard terms and conditions agreed between Bonhams and the Storage Contractor (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.

4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.

4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.

4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.

4.8 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any Expenses we incur (including any charges due under the Storage Contract), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

6.1 Only on the payment of the Purchase Price to us will title in the Lot pass to you. However under the Contract for Sale, the risk in the Lot passed to you when it was knocked down to you.

6.2 You are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.

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

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.

12 MISCELLANEOUS

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

12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.

12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.

12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

12.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.

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

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

12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

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

12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

Bonhams Specialist Departments

To e-mail any of the below use the first name dot second name @bonhams.com eg. charles.obrien@bonhams.com

19th Century Paintings

UK
Charles O' Brien
+44 20 7468 8360
U.S.A.
Madalina Lazen
+1 212 644 9108

20th Century British Art

Matthew Bradbury
+44 20 7468 8295

Aboriginal Art

Francesca Cavazzini
+61 2 8412 2222

African, Oceanic & Pre-Columbian Art

U.S.A.
Fredric Backlar
+1 323 436 5146

American Paintings

Liz Goodridge
+1 917 206 1621

Antiquities

Francesca Hickin
+44 20 7468 8226

Antique Arms & Armour

UK
David Williams
+44 20 7393 3807
U.S.A.
Paul Carella
+1 415 503 3360

Art Collections, Estates & Valuations

Harvey Cammell
+44 (0) 20 7468 8340

Art Nouveau & Decorative Art & Design

UK
Mark Oliver
+44 20 7393 3856
U.S.A.
Benjamin Walker
+1 212 710 1306
Dan Tolson
+1 917 206 1611

Australian Art

Merryn Schriever
+61 2 8412 2222
Alex Clark
+61 3 8640 4088

Australian Colonial Furniture and Australiana

+61 2 8412 2222

Books, Maps & Manuscripts

UK
Matthew Haley
+44 20 7393 3817
U.S.A.
Catherine Williamson
+1 323 436 5442

British & European Glass

UK
John Sandon
+44 20 7468 8244
U.S.A.
Suzy Pai
+1 415 503 3343

British Ceramics

UK
John Sandon
+44 20 7468 8244

California & American Paintings

Scot Levitt
+1 323 436 5425

Carpets

UK
carpets@bonhams.com
U.S.A.
+1 415 503 3392

Chinese & Asian Art

UK
Asaph Hyman
+44 20 7468 5888
U.S.A.
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+1 415 503 3221
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+1 415 503 3363
HONG KONG
Daniel Lam
+852 3607 0004

UNITED KINGDOM

London
101 New Bond Street •
London W1S 1SR
+44 20 7447 7447
+44 20 7447 7400 fax

Montpelier Street •
London SW7 1HH
+44 20 7393 3900
+44 20 7393 3905 fax

**South East
England**

Guildford
Millmead,
Guildford,
Surrey GU2 4BE
+44 1483 504 030
+44 1483 450 205 fax

Isle of Wight

+44 1273 220 000

Representative:
Brighton & Hove
Tim Squire-Sanders
+44 1273 220 000

West Sussex

+44 (0) 1273 220 000

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England**

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Queen Square House
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Bath BA1 2LL
+44 1225 788 988
+44 1225 446 675 fax

Cornwall – Truro

36 Lemon Street
Truro
Cornwall
TR1 2NR
+44 1872 250 170
+44 1872 250 179 fax

Exeter

The Lodge
Southernhay West Exeter,
Devon
EX1 1JG
+44 1392 425 264
+44 1392 494 561 fax

Tetbury

Eight Bells House
14 Church Street
Tetbury
Gloucestershire
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+44 1666 502 200
+44 1666 505 107 fax

Representatives:

Dorset

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**East Anglia and
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Norfolk

The Market Place
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+44 1603 872 973 fax

Midlands**Knowle**

The Old House
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Knowle, Solihull
West Midlands
B93 0HT
+44 1564 776 151
+44 1564 778 069 fax

Oxford

Banbury Road
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Kidlington OX5 1JH
+44 1865 853 640
+44 1865 372 722 fax

**Yorkshire & North East
England****Leeds**

The West Wing
Bowcliffe Hall
Bramham
Leeds
LS23 6LP
+44 113 234 5755
+44 113 244 3910 fax

North West England**Chester**

2 St Johns Court,
Vicars Lane,
Chester,
CH1 1QE
+44 1244 313 936
+44 1244 340 028 fax

Manchester

The Stables
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Hale WA15 9TB
+44 161 927 3822
+44 161 927 3824 fax

Channel Islands**Jersey**

La Chasse
La Rue de la Vallee
St Mary
Jersey JE3 3DL
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+44 1534 759 354 fax

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Guernsey

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Edinburgh
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+44 131 225 2266
+44 131 220 2547 fax

**Bonhams West
of Scotland**

Kirkhill House
Broom Road East
Newton Mearns
Glasgow
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+44 141 223 8866
+44 141 223 8868 fax

Representatives:

Wine & Spirits

Tom Gilbey
+44 1382 330 256

Wales

Representatives:

Cardiff

Jeff Muse
+44 2920 727 980

EUROPE**Belgium**

Boulevard
Saint-Michel 101
1040 Brussels
+32 (0) 2 736 5076
belgium@bonhams.com

France

4 rue de la Paix
75002 Paris
+33 (0) 1 42 61 10 10
paris@bonhams.com

Germany - Cologne

Albertusstrasse 26
50667 Cologne
+49 (0) 221 2779 9650
cologne@bonhams.com

Germany - Munich

Maximilianstrasse 52
80538 Munich
+49 (0) 89 2420 5812
munich@bonhams.com

Greece

7 Neofytou Vamva Street
Athens 10674
+30 (0) 210 3636 404
athens@bonhams.com

Ireland

31 Molesworth Street
Dublin 2
+353 (0) 1 602 0990
ireland@bonhams.com

Italy - Milan

Via Boccaccio 22
20123 Milano
+39 0 2 4953 9020
milan@bonhams.com

Italy - Rome

Via Sicilia 50
00187 Roma
+39 0 6 48 5900
rome@bonhams.com

The Netherlands

De Lairesestraat 154
1075 HL Amsterdam
+31 (0) 20 67 09 701
amsterdam@bonhams.com

Portugal

Rua Bartolomeu Dias n°
160. 1°
Belem
1400-031 Lisbon
+351 218 293 291
portugal@bonhams.com

Spain - Barcelona

Teresa Ybarra
+34 930 156 686
barcelona@bonhams.com

Spain - Madrid

Nunez de Balboa no 4-1C
28001 Madrid
+34 915 78 17 27
madrid@bonhams.com

Sweden

Ingrid Bjäringer
+46 (0)709 79 90 07
sweden@bonhams.com

Switzerland - Geneva

Rue Etienne-Dumont 10
1204 Geneva
+41 (0) 22 300 3160
geneva@bonhams.com

Switzerland - Zurich

Andrea Bodmer
Dreikönigstrasse 31a
8002 Zürich
+41 44 281 9535
zurich@bonhams.com

MIDDLE EAST**Israel**

Joslyne Halibard
+972 (0)54 553 5337
joslyne.halibard@
bonhams.com

NORTH AMERICA**USA****San Francisco •**

220 San Bruno Avenue
San Francisco
CA 94103
+1 (415) 861 7500
+1 (415) 861 8951 fax

Los Angeles •

7601 W. Sunset Boulevard
Los Angeles
CA 90046
+1 (323) 850 7500
+1 (323) 850 6090 fax

New York •

580 Madison Avenue
New York, NY
10022
+1 (212) 644 9001
+1 (212) 644 9007 fax

Representatives:

Arizona

Terri Adrian-Hardy
+1 (602) 859 1843
arizona@bonhams.com

California**Central Valley**

David Daniel
+1 (916) 364 1645
sacramento@bonhams.com

California**Palm Springs**

Brooke Sivo
+1 (760) 350 4255
palm Springs@bonhams.com

California**San Diego**

Brooke Sivo
+1 (323) 436 5420
sandiego@bonhams.com

Florida**Jon King**

Palm Beach
+1 (561) 651 7876

Miami

+1 (305) 228 6600

Ft. Lauderdale

+1 (954) 566 1630
florida@bonhams.com

Georgia

Mary Moore Bethae
+1 (470) 393 7322
georgia@bonhams.com

Illinois

Ricki Blumberg Harris
+1 (773) 267 3300
chicago@bonhams.com

Massachusetts

Amy Corcoran
+1 (617) 742 9909
boston@bonhams.com

Nevada

David Daniel
+1 (775) 831 0330
nevada@bonhams.com

New Jersey

Alan Fausel
+1 (973) 997 9954
newjersey@bonhams.com

Oregon

Sheryl Acheson
+1 (971) 727 7797
oregon@bonhams.com

Pennsylvania

Alan Fausel
+1 (610) 644 1199
pennsylvania@bonhams.com

Texas

Amy Lawch
+1 (713) 621 5988
texas@bonhams.com

Virginia

Gertraud Hechl
+1 (202) 422 2733
virginia@bonhams.com

Washington

Heather O'Mahony
+1 (206) 566 3913
seattle@bonhams.com

Washington DC

Gertraud Hechl
+1 (202) 422 2733
washingtonDC
@bonhams.com

CANADA**Toronto, Ontario •**

Jack Kerr-Wilson
340 King St East
2nd Floor, Office 213
Toronto ON
M5A 1K8
+1 (416) 462 9004
info.ca@bonhams.com

Montreal, Quebec

David Kelsey
+1 (514) 894 1138
info.ca@bonhams.com

SOUTH AMERICA**Brazil**

+55 11 3031 4444
+55 11 3031 4444 fax

ASIA**Hong Kong •**

Suite 2001
One Pacific Place
88 Queensway
Admiralty
Hong Kong
+852 2918 4321
+852 2918 4320 fax
hongkong@bonhams.com

Beijing

Jessica Zhang
Suite 511
Chang An Club
10 East Chang An Avenue
Beijing 100006
+86(0) 10 6528 0922
+86(0) 10 6528 0933 fax
beijing@bonhams.com

Singapore

Bernadette Rankine
11th Floor, Wisma Atria
435 Orchard Road
Singapore 238877
+65 (0) 6701 8038
+65 (0) 6701 8001 fax
bernadette.rankine@
bonhams.com

Taiwan

Summer Fang
37th Floor, Taipei 101 Tower
Nor 7 Xinyi Road, Section 5
Taipei, 100
+886 2 8758 2898
+886 2 8758 2897 fax
summer.fang@
bonhams.com

AUSTRALIA**Sydney**

97-99 Queen Street,
Woollahra, NSW 2025
Australia
+61 (0) 2 8412 2222
+61 (0) 2 9475 4110 fax
info.aus@bonhams.com

Melbourne

Como House
Como Avenue
South Yarra
Melbourne VIC 3141
Australia
+61 (0) 3 8640 4088
+61 (0) 2 9475 4110 fax
info.aus@bonhams.com

AFRICA**Nigeria**

Neil Coventry
+234 (0)8110 033 792
+27 (0)7611 20171
neil.coventry@bonhams.com

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W1S 1SR

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