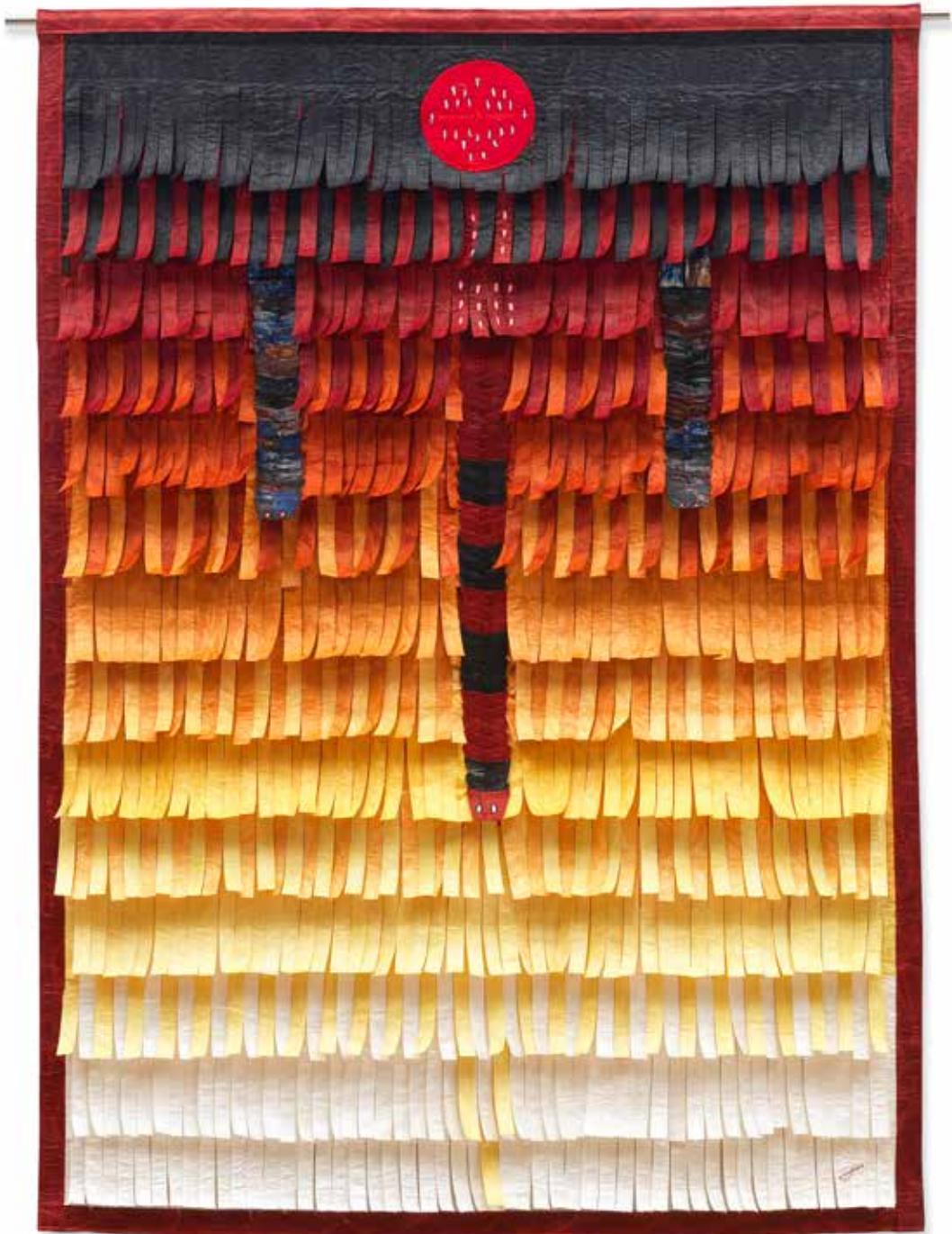


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The event starts at 4:30pm (Lagos time).

For those unable to personally attend the auction at our New Bond Street gallery in London, we will again be offering those in Lagos the opportunity to attend a live link at the Wheatbaker Hotel, Ikoyi. There you will be able to share in the excitement of the auction and participate through the live video and audio simulcast. Your bids will be relayed directly to the London saleroom by the auctioneer in Lagos.

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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.

Bienvenue au Congo: Modern & Contemporary Art from the Democratic Republic of Congo

This October, we are delighted to be exhibiting a selection of modern and contemporary art from the Democratic Republic of Congo. The exhibition features work by established masters such as Cheri Samba and Cheri Cherin, as well as by emerging talents like Patrick Bongoy and Freddy Tsimba. The selection displays a range of styles and media, celebrating the region's aesthetic diversity and innovation.

This project is a collaboration between Bonhams and Yetu Management, a conglomerate of professionals catalysing investment in various areas of the Congolese economy, notably real estate and the visual arts. This partnership is supported by the DRC Ministry of Culture and Arts as part of its objective to promote contemporary Congolese artists and raise their profile internationally.

The exhibition, Bienvenue au Congo, will be on view in our New Bond Street gallery from 30 September to 4 October, when the artworks will be sold as part of the Africa Now auction. The proceeds for lots 98 to 105 will benefit two charities, Malaika and AMADE Mondiale, whose mission is to improve children's access to health and education in the Democratic Republic of Congo.



Bienvenue au Congo: Charity Partners

It is an honour to have Malaika and AMADE Mondiale as the charity partners for this exhibition, two foundations working to improve living conditions for vulnerable children in the Democratic Republic of Congo. We are pleased to announce that the sale proceeds for lots 98 to 105 will directly benefit these foundations.

MALAIKA

Founded by the philanthropist and supermodel, Noëlla Coursaris Musunka, in 2007, the mission of Malaika (Swahili for 'angel') is to empower girls living in the Democratic Republic of Congo by improving their access to education.

The Malaika School opened in 2011 in the village of Kalebuka, south eastern DRC. It offers free primary and secondary education; the holistic curriculum includes classes in English, French, mathematics, science and IT. The students are provided with two meals a day, and have an opportunity to participate in sports activities twice a week.

Malaika also works to develop the infrastructure surrounding the school. Since it opened, thirteen freshwater wells have been built in collaboration with Voss Foundation. These wells provide clean water to more than 26,000 people.



AMADE MONDIALE

Established by Princess Grace of Monaco in 1963, Association Mondiale des Amis de L'Enfance works to better the lives of vulnerable children in areas of conflict. The charity aims to reduce infant mortality by providing access to healthcare and medicines, as well as protecting orphans from abuse, exploitation and trafficking.

Now operating national branches in four continents, AMADE brings relief to more than 40,000 vulnerable children each year.

We encourage you to open your hearts and help us to support these institutions. This auction is not only an opportunity to secure some of the finest examples of contemporary art from the DRC, it is also a way of providing much needed funding for these charities, ensuring that they can continue their vital work.



Bonhams will not be charging any vendor's commission on these lots. Bidding can be conducted in person, as well as on the telephone or online.



1

AMON KOTEI (GHANAIAN, 1915-2011)

Untitled

signed and dated 'Kotei 96' (lower right)

oil on canvas

76.5 x 152cm (30 1/8 x 59 13/16in).

£6,000 - 9,000

\$7,700 - 12,000

€6,600 - 9,900



2 *

ABLADE GLOVER (GHANAIAN, BORN 1934)

'Many Fruitful Years II'

signed 'Glo/ 02' (lower right); inscribed 'No. 158' and titled (verso)

oil on canvas

101 x 152cm (39 3/4 x 59 13/16in).

£4,000 - 6,000

\$5,200 - 7,700

€4,400 - 6,600

Provenance

Purchased from Signature Art Gallery, Abuja in 2003.

A private collection, USA.



3

ABLADE GLOVER (GHANAIAN, BORN 1934)

'The Funeral'

signed and dated 'Glo/ 75' (lower left quarter); bears Glo Art Gallery

label (verso)

oil on canvas

61.5 x 81cm (24 3/16 x 31 7/8in).

£3,000 - 5,000

\$3,900 - 6,500

€3,300 - 5,500

Provenance

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



4

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

Blue faces

signed and dated 'Malangatana/02' (lower left)
oil on canvas

57 x 34cm (22 7/16 x 13 3/8in).

£3,000 - 5,000

\$3,900 - 6,500

€3,300 - 5,500

Provenance

A private collection, Lisbon.

Malangatana was born in Matalana, a village near Marracuene. As a child he divided his time between herding cattle and attending the local mission school, before finding employment as an empregado at a country club in the capital Maputo. One of the members, Augusto Cabral, befriended Malangatana and encouraged his artistic inclinations, buying materials so he could attend art lessons at night school.

In 1958, Malangatana attended an exhibition of a local art collective, Nucleo de Arte. This inspired him to show his own work, and he held his first exhibition the following year.

Malangatana, like many of his artistic contemporaries, was opposed to the Portuguese colonial government, and joined the nationalist movement FRELIMO (the Front for Liberation of Mozambique). In 1964, he was detained by the PIDE, the Portuguese secret police and imprisoned for two years. This time was to have a profound effect on the artworks he later produced. Post independence, he served as a FRELIMO deputy for four years and later served as a member of the Maputo Municipal Assembly.

On Malangatana's death in 2011, the critic H. Cotter commented that the violence and punishment the artist experienced in these years continued to haunt him until the end of his life:

"Densely packed with figures, (his paintings) presented lurid, Boschian visions of the Last Judgement and the torments of hell rooted in images related to healing and witchcraft remembered from childhood."

Bibliography

H. Cotter, 'Malangatana Ngwenya, Mozambican Painter and Poet, Dies at 74', *The New York Times*, 8 January 2011.



5

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).

£3,000 - 5,000
 \$3,900 - 6,500
 €3,300 - 5,500

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.

Bibliography

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



(reverse)



6 *

BEN OSAWE (NIGERIAN, 1931-2007)

Totem

signed and dated 'Osawe 1991' (reverse of base)

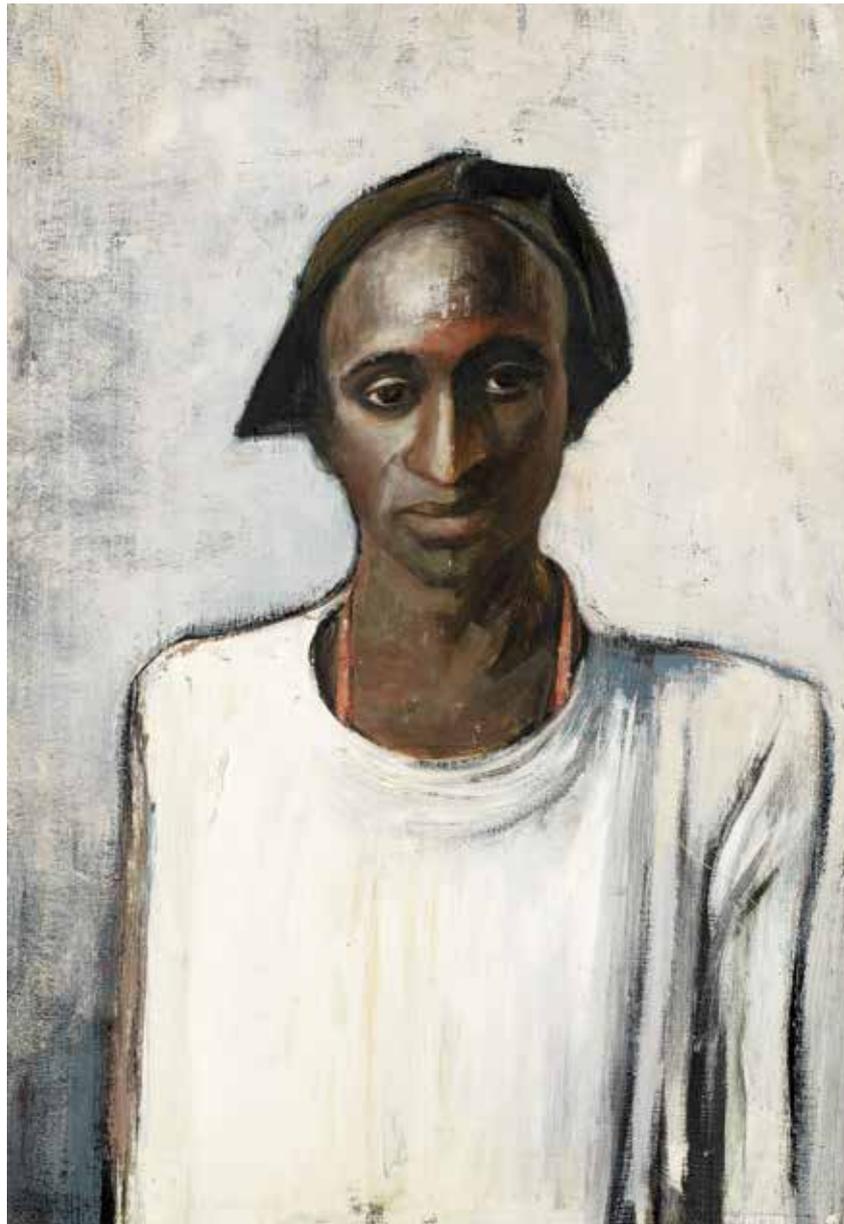
wood

149 x 24cm (58 11/16 x 9 7/16in).

£7,000 - 10,000

\$9,000 - 13,000

€7,700 - 11,000



7

CLIFFORD FRITH (BRITISH, BORN 1924)

Fulani Herdsman
signed 'FRITH' (lower right)
oil on board
76.5 x 53.5cm (30 1/8 x 21 1/16in).

£5,000 - 8,000
\$6,500 - 10,000
€5,500 - 8,800

Born in London in 1924, Clifford Frith was the grandson of the renowned historical genre painter, and painter of Victorian life, William Powell Frith R.A. (1819-1909).

Frith trained at the Camberwell School of Arts and Crafts before attending St Martin's School of Art, where he was tutored by Roland Pitchforth and Victor Pasmore, one of the pioneers of British abstraction. Frith was a particularly gifted draughtsman, and quickly gained notoriety within London's artistic circles.

Following his graduation, Frith returned to Camberwell to train as an art teacher. He then travelled to Nigeria with fellow artist, Isabel Rawsthorne. Frith was appointed Head of Fine Art at the Zaria Art School (part of the Nigerian College of Arts, Science and Technology). During this period, he spent much time visiting the surrounding villages, producing studies of the landscape and inhabitants.

Frith has exhibited at the Royal Academy, and is represented by a number of public collections in Britain including Victoria Art Gallery, Bath, the Southwark Art Collection, and Wolverhampton Arts Gallery. The Victoria and Albert Museum, London also holds one of his prints.



8

GODFRIED DONKOR (GHANAIAN, BORN 1964)

18th Century Pugilist

inscribed '18 Century Pugilist II/ oil and gold leaf on board/ on canvas/
61 x 61cm, 2010' (verso)

oil on canvas

61 x 61cm (24 x 24in).

£4,000 - 6,000

\$5,200 - 7,700

€4,400 - 6,600

Godfried Donkor was born in Ghana in 1964. His family moved to Europe when he was eight, residing in Spain and England. Donkor settled in London following his graduation, and continues to own a studio in the capital. He recently returned to Accra to take a residency, which inspired a body of work that explored his Ashanti heritage.

This particular work depicts an 18th century African American boxer. Prior to Abolition, a number of slaves looked to sports (boxing in particular) as a way of escaping enforced labour. Although these fighters could obtain celebrity status, Donkor's image exposes the reality of the situation; having to fight for one's life is not true freedom.

Behind the figure's head is a halo of gold leaf, a reference to Ghana's history as a British colony when it was known as the Gold Coast. Godfried uses a range of different techniques, building up a collage from paint, newspaper and photography.



9



10

9

TWINS SEVEN-SEVEN (NIGERIAN, 1944-2011)

The Elephant Tusk Collector
signed and dated 'The elephant tusk collector/ in big unfortunate ?/ ?/
Twins Seven ?/ 1974' (lower left)
ink and oil on raised relief
62 x 244cm (24 7/16 x 96 1/16in).

£10,000 - 15,000
\$13,000 - 19,000
€11,000 - 17,000

Prince Twins Seven-Seven was born in Ijara, northern Nigeria, to the royal family of Osuntoki in 1944. He changed his birthname, Olaniyi Osuntoki, to signify his status as the sole survivor of his parents' seven sets of twins. He believed he was an 'abiku', a 'child born to die'. In Yoruba culture, abiku are thought to possess special gifts as a result of their connection to the spirit world.

The artist claimed that his creativity was one of these gifts:

"When I started painting, I tried to bring out everything that is in my mind, and focus on the mythological thinking of my people...I used to hear voices. I would sing songs, but I don't know where they come from."

Prince Twins Seven-Seven turned to the visual arts when he encountered Ulli Beier's experimental school at Oshogbo in the 1960s. He began his artistic career with ink drawings on paper. *The Elephant Tusk Collector* is characteristic of his work from the 1970s, when he began to work with oils on plywood.

Prince's work frequently draws on mythological tales he heard as a child. His desire to revitalize Yoruba culture has led art historian, Henry Glassie, to refer to him as "the great modernist of the Yoruba tradition." Animals in Yoruba culture often possess a symbolic meaning; spirits are traditionally characterized by a combination of bestial and humanoid features. The llama displays just such an amalgamation. The aesthetic is one of "distortion, dislocation and multiplicity".

Prince Twins Seven-Seven shot to international fame in 2005 when the President of Nigeria, Olusegun Obasanjo, appointed him one of UNESCO's Artists for Peace.

Bibliography

H. Glassie, *Prince Twins Seven-Seven: His Art, His Life in Nigeria, His Exile in America* (Indiana, 2010), pp.68-286.

10

CHIEF JIMOH BURAIMOH (NIGERIAN, BORN 1943)

A pair of beaded panels
signed and dated 'buraimoh/ 1981' (lower right)
oil and beads on board
60.5 x 274.5cm (23 13/16 x 108 1/16in).

£7,000 - 10,000
\$9,000 - 13,000
€7,700 - 11,000



11 *

EL ANATSUI (GHANAIAN, BORN 1944)

Untitled

signed and dated 'EL 00/-13' (lower right plank 16); each plank numbered (verso)

carved and incised wooden planks

66 x 189cm (26 x 74 7/16in).

(18 pieces)

£20,000 - 30,000

\$26,000 - 39,000

€22,000 - 33,000

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.

12 *

DEMAS NWOKO (NIGERIAN, BORN 1935)

Rickshaw Ride

signed and dated 'DEMAS 1970' (lower left)

oil on canvas

89 x 61cm (35 1/16 x 24in).

£60,000 - 90,000

\$77,000 - 120,000

€66,000 - 99,000

Demas Nwoko (b. 1935), a leading figure in Nigerian modernism, is best known as a founding member of the Zaria Art Society, a student group at the Nigerian College of Art, Science and Technology, Zaria that became key players in the development of postcolonial modernism in Nigeria in the early 1960s. The group's significance lies in its insistence on developing a new art based on Nigerian and African traditional aesthetics, forms and processes, but with a modernist sensibility similar to that of the European avant-garde. This idea, theorized by his friend Uche Okeke as Natural Synthesis, defined Nwoko's work as a painter, sculptor, teacher, theatre director and designer, and architect. In the late 1970s when he founded the journal *New Culture* and as the presidential candidate of his own national political party in 1992, Nwoko continued to espouse the centrality of indigenous African cultural and socio-political systems in the making of modern, progressive society.

As an art student, Nwoko developed a painting style based in part on his adaptation of the palette and colour attitude of the Parisian avant-garde, especially the Fauves, and an idiosyncratic, expressive figuration. By selective disfiguring of facial features, as well as hands and feet, his human figures frequently seem like caricatures and convey a sense of wicked humour, regardless of his subject matter (*Beggars on a Train*, 1959; *Nigeria* in 1959, 1960). But unlike in his sculpture (in wood and, more famously, terracotta) and architecture where, in the spirit of natural synthesis, he systematically explored and reinterpreted stylistic elements of Igbo, Edo and ancient Nok art and design, his painting had no such definitive commitment to any particular African artistic tradition. That is, whereas in sculpture he successfully articulated a postcolonial modernist style with an undeniable connection to indigenous Nigerian artistic heritage, in painting his primary concern was the development of a unique mode of pictorial satire.

On graduating from Zaria in 1961, Nwoko received a nine-month scholarship to study scenography and fresco painting in France. Besides creating stage design for a Mozart piece at the Theatre Lyrique in Vichy, he produced several paintings that were presented in a joint exhibition with Uche Okeke at the Galerie Lambert on Rue Saint-Louis en l'Île, Paris in May 1962. Over the next decade, Nwoko developed a figural style associated with Igbo cosmology and aesthetics, but often depicting scenes of European metropolitan life or Judeo-Christian narrative. These works reflect the complex transculturalism at the heart of his theory of natural synthesis.

We would like to thank Professor Chika O. Okeke-Agulu, Princeton University, for his assistance with this catalogue entry.





13 *

REUBEN UGBINE (NIGERIAN, BORN 1956)

Mask

stamped 'REUBEN UGBINE/ NIGERIA/ 2005' (to base)

wood

89 x 30.5 x 18cm (35 1/16 x 12 x 7 1/16in).

£3,000 - 5,000

\$3,900 - 6,500

€3,300 - 5,500



(side view)



14 *

BEN OSAWE (NIGERIAN, 1931-2007)

Head study

signed 'Osawe '99' (back of neck)

bronze

67 x 20cm (26 3/8 x 7 7/8in).

£7,000 - 10,000

\$9,000 - 13,000

€7,700 - 11,000



15

15

ATO DELAQUIS (GHANAIAN, BORN 1945)

Grey Impis

signed 'ato delaquis' (lower right); inscribed 'GREY
IMPIS' / ATO DELAQUIS / ACRYLIC (verso)

acrylic on canvas

96.5 x 105.5cm (38 x 41 9/16in).

£3,000 - 5,000

\$3,900 - 6,500

€3,300 - 5,500



16

16

ABLADE GLOVER (GHANAIAN, BORN 1934)

Market day

signed and dated 'Glo/87' (lower left); numbered 46
(verso)

oil on canvas

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

£4,000 - 6,000

\$5,200 - 7,700

€4,400 - 6,600



17

ATO DELAQUIS (GHANAIAN, BORN 1945)

Savannah Gathering Storm

signed 'ato delaquis' (lower right); inscribed 'SAVANNAH-GATHERING
STORM' (twice)/ ATO DELAQUIS/ ACRYLIC (verso)

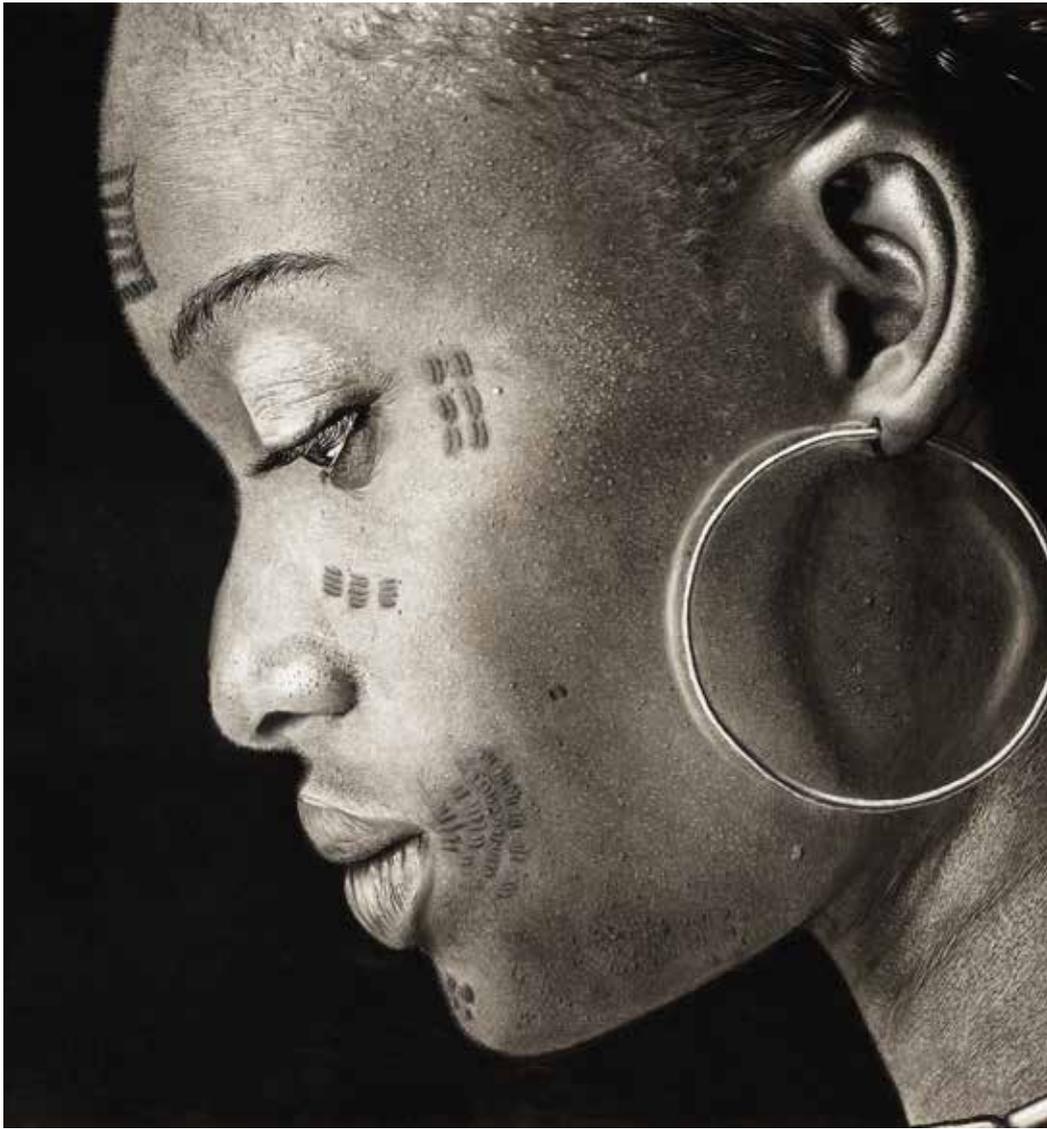
acrylic on canvas

72 x 113cm (28 3/8 x 44 1/2in).

£3,000 - 5,000

\$3,900 - 6,500

€3,300 - 5,500



18

BABAJIDE OLATUNJI (NIGERIAN, BORN 1989)

Portrait of a young woman in profile
signed and dated 'Babajide B. Olatunji/ '13' (lower left)
charcoal and chalk on card
50 x 64cm (19 11/16 x 25 3/16in).

£2,000 - 3,000

\$2,600 - 3,900

€2,200 - 3,300

Provenance

A private collection, London.

Olatunji's sensitive and hyper-realistic portraits of Nigerian men and women explore the ancient practice of tribal facial markings and scarification.

The drawings do not depict real-life individuals; they are drawn from the artist's imagination. Olatunji's fictional sitters are given complete histories - personality, character, skin-type and even medical history. The artist's attention to detail has become his trademark. This portrait is exemplary in its technical proficiency.



19

BARTHÉLÉMY TOGUO (CAMEROONIAN, BORN 1967)

"Take My Breath Away"

signed and dated 'B.Togu/ 2012' (lower right)

watercolour

28.5 x 38cm (11 1/4 x 14 15/16in).

£3,000 - 5,000

\$3,900 - 6,500

€3,300 - 5,500

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

Toguo's works are informed by his political motivations and are often intentionally provocative. The concept of national boundaries and their permeability is a recurring theme. The number of people and goods flowing between countries has increased exponentially in the 21st century as a result of globalisation and technological developments.

Toguo's works are a product of this fluidity, influenced as they are by his European contemporaries. However, they also register a fear; what is the psychological impact of the modern "diasporic condition"? Might we not lose our sense of identity in becoming global citizens?

Take My Breath Away hints at the dangers of living in a perpetual state of flux. The central human figure has no definitive outline; the transparency of the watercolour wash emphasises his transience and insubstantiality. His permeable membrane allows him to absorb external stimuli, but as we can see from his empty chest cavity, it has left him without substance.

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

Bibliography,

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



20

VICTOR EHIKHAMENOR (NIGERIAN, BORN 1970)

Afro Woman

signed and dated 'VICTOR/ ehikhamenor/ NOR/ 2015'

(lower left)

oil on canvas

97 x 94cm (38 3/16 x 37in).

£3,000 - 5,000

\$3,900 - 6,500

€3,300 - 5,500



21 *

**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).

£3,000 - 5,000

\$3,900 - 6,500

€3,300 - 5,500



22 *

**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)

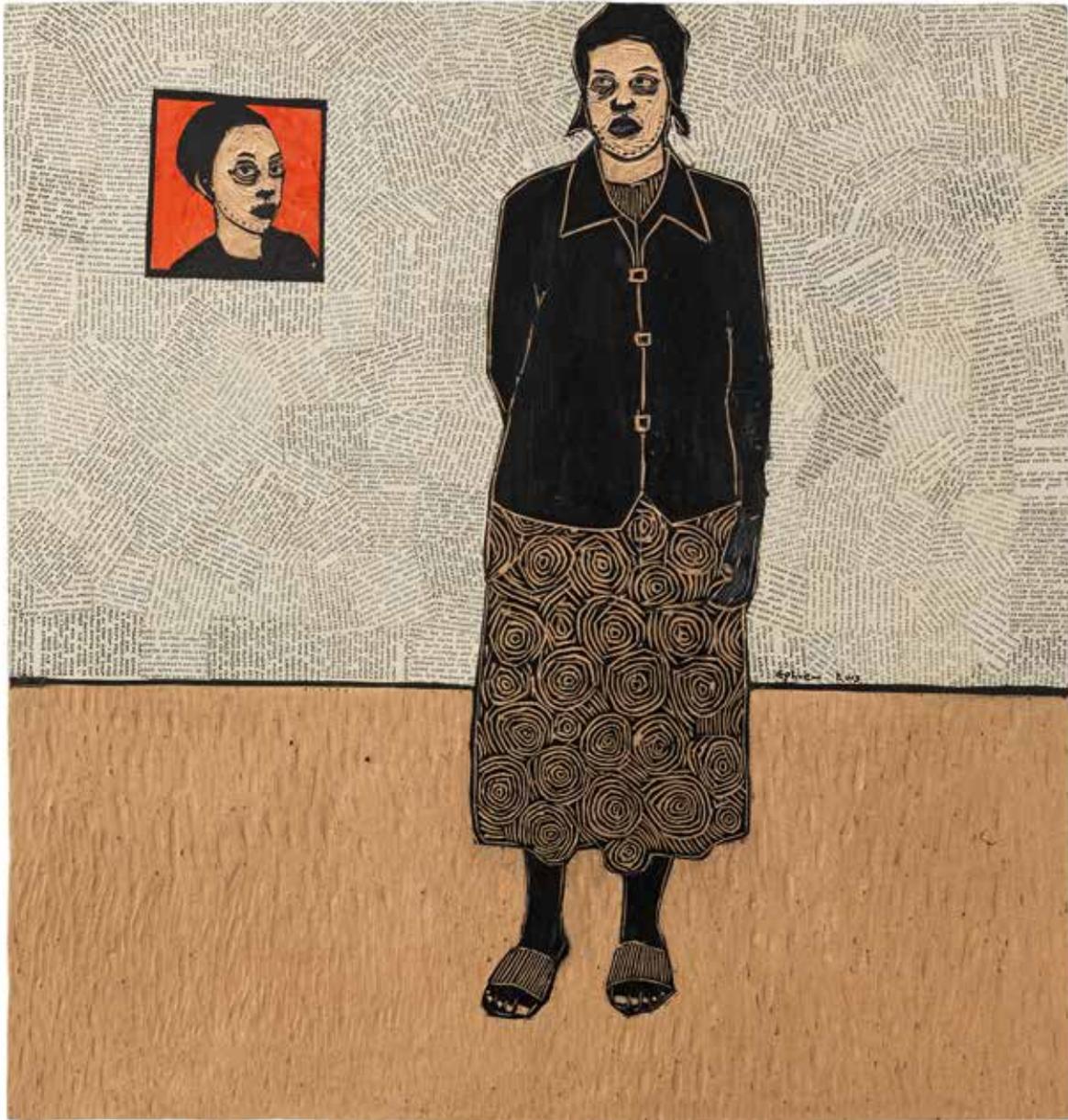
acrylic on canvas
two 27 x 26cm (10 5/8 x 10 1/4in); the third 21 x 25cm (8 1/4 x 9
13/16in)

(3)

£3,000 - 5,000

\$3,900 - 6,500

€3,300 - 5,500



23

EPHREM SOLOMON (ETHIOPIAN, BORN 1983)

The Unknown Lady, 2013
woodcut and mixed media
90 x 95cm (35 7/16 x 37 3/8in).

£3,000 - 5,000

\$3,900 - 6,500

€3,300 - 5,500

Provenance

Tiwani Contemporary, 2014.

Exhibited

London, Saatchi Gallery, *Pangea II: New Art From Africa and Latin America*, 2015.

London, Tiwani Contemporary, *Ephrem Solomon: Untitled Life*, 2014.

Literature

Pangea II: New Art From Africa And Latin America, Publish by Saatchi Gallery, London, 2015, p.145

A Selection of Modern & Contemporary Ghanaian Masterpieces

Lots 24 to 39

Highlights from the Collection of Seth Dei

Over the last three decades, the investor and entrepreneur, Seth Dei, has built up an unparalleled collection of modern and contemporary Ghanaian art. His modernist residence in Accra, built in 1957, is home to the Dei Centre for the Study of Contemporary African Art. The collection comprises more than five hundred paintings.

Dei was born in the Gold Coast, then still a British colony. He moved to the United States aged 16 to study. He received funding from the Ghanaian government to continue his education first at Columbia, and then at Cornell. On his graduation, Dei returned to Ghana, where he co-founded Blue Skies, a fresh-fruits company, with British entrepreneur Anthony Pile.

Dei made his first artistic acquisitions as a way of engaging with his Ghanaian heritage and patronising local talent. In a recent interview, he spoke candidly about the emotional attachment he has for these works. Of Harry Ageyman's painting, 'Feeling the Jam', he commented:

"When I look at this painting, it brings back a lot of memories. I listened to a lot of jazz. It reminds me of when I graduated from college. When I was studying in the US, I heard some of the best jazz musicians: John Coltrane, Miles Davis... there is a lot of experimentation with music... it puts me in a good mood."

The following selection are highlights from Seth Dei's collection, and represent some of the best artistic talents that Ghana has to offer.



Photograph courtesy of Jordi Perdigo



24 *

AMON KOTEI (GHANAIAN, 1915-2011)

Seated Nude

signed and dated 'Kotei 99' (lower right)

oil on canvas

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

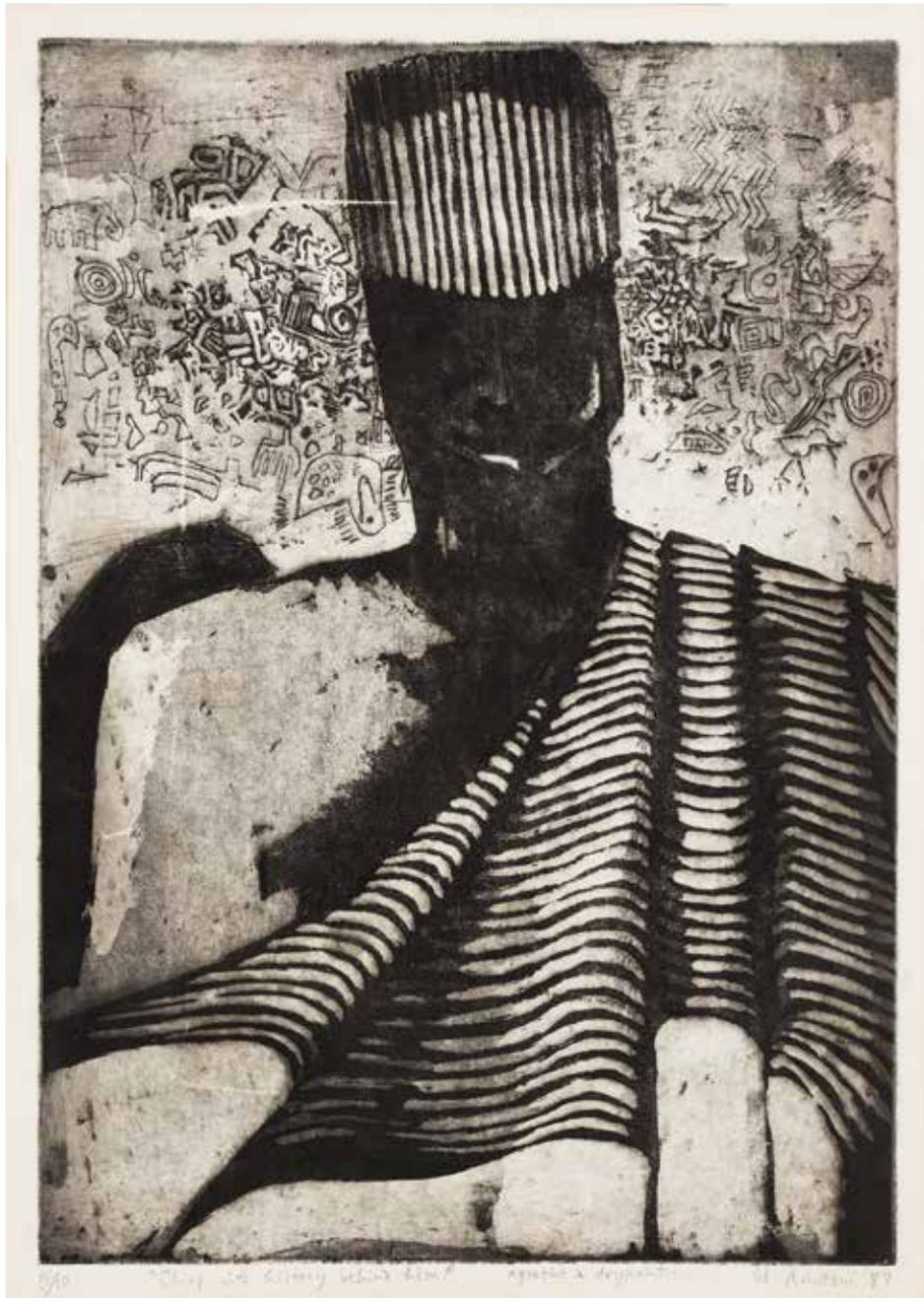
£5,000 - 8,000

\$6,500 - 10,000

€5,500 - 8,800

Provenance

Collection of Seth Dei, Accra.



25 *

EL ANATSUI (GHANAIAN, BORN 1944)

Chief with history behind him

aquatint and drypoint print

44 x 31.5cm (17 5/16 x 12 3/8in).

£3,000 - 5,000

\$3,900 - 6,500

€3,300 - 5,500

Provenance

Collection of Seth Dei, Accra.



26 *

EL ANATSUI (GHANAIAN, BORN 1944)

Migration

signed and dated 'El 92' (plank 8 lower right)
wooden panels

76 x 75cm (29 15/16 x 29 1/2in).

(in 8 pieces)

£10,000 - 15,000

\$13,000 - 19,000

€11,000 - 17,000

Provenance

Collection of Seth Dei, Accra.



27

27 *

LARRY OTOO (GHANAIAN, BORN 1956)

Ace Gang

signed 'L.OTOO' (lower right)

oil on canvas

100 x 75cm (39 3/8 x 29 1/2in).

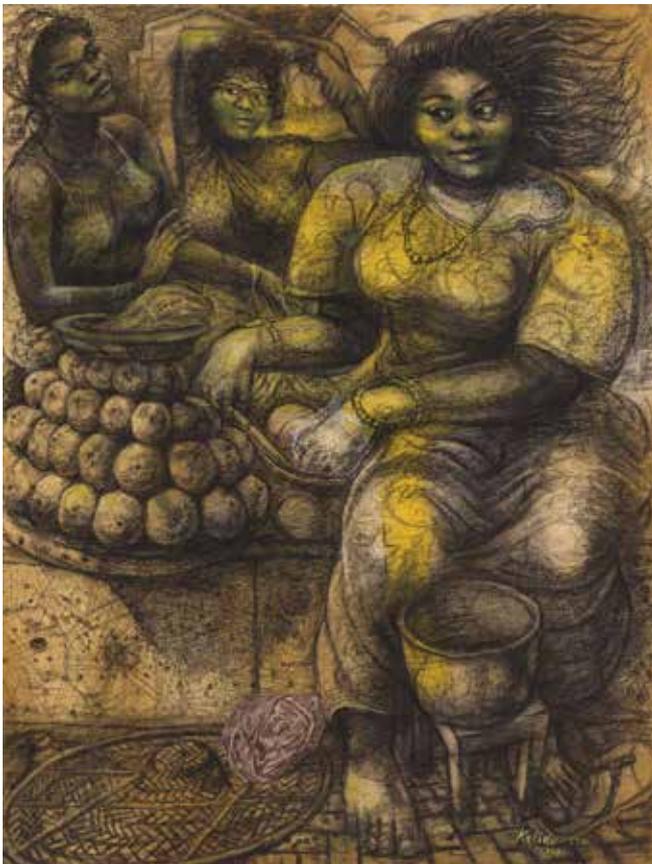
£3,000 - 5,000

\$3,900 - 6,500

€3,300 - 5,500

Provenance

Collection of Seth Dei, Accra.



28

28 *

GALLE WINSTON KOFI DAWSON (GHANAIAN, BORN 1940)

Fruit Seller

signed and dated 'Kofi Dawson/ 2001' (lower right)

mixed media

92.5 x 70cm (36 7/16 x 27 9/16in).

£3,000 - 5,000

\$3,900 - 6,500

€3,300 - 5,500

Provenance

Collection of Seth Dei, Accra.



29 *

ABLADE GLOVER (GHANAIAN, BORN 1934)

Fish Market

signed and dated 'Glo 78' (lower left)

oil on canvas

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

£5,000 - 8,000

\$6,500 - 10,000

€5,500 - 8,800

Provenance

Collection of Seth Dei, Accra.



30 *

ALBERT OSABU BARTIMEUS (GHANAIAN, BORN 1927)

Fishermen and their catch

signed and dated 'A. O. Bartimeus/ 1984' (lower right)

oil on canvas

62 x 74.5cm (24 7/16 x 29 5/16in).

£4,000 - 6,000

\$5,200 - 7,700

€4,400 - 6,600

Provenance

Collection of Seth Dei, Accra.



31 *

ATO DELAQUIS (GHANAIAN, BORN 1945)

Fort San Sebastian, Shama

signed 'ato delaquis' (lower right)

oil on canvas

95.5 x 70cm (37 5/8 x 27 9/16in).

£4,000 - 6,000

\$5,200 - 7,700

€4,400 - 6,600

Provenance

Collection of Seth Dei, Accra.



32

32 *

EMMANUEL ADIAMAH (GHANAIAN, BORN 1957)

Divided Attention

signed and dated 'Adiamah N. '03' (lower right); signed, dated and titled (verso)

oil and fabric on canvas

127 x 127cm (50 x 50in).

£4,000 - 6,000

\$5,200 - 7,700

€4,400 - 6,600

Provenance

Collection of Seth Dei, Accra.

33 *

KWESI OWUSU-ANKOMAH (GHANAIAN, BORN 1956)

The New Age

signed 'Owusu Ankomah' (lower right); dated '2003' (lower left)

acrylic on canvas

101 x 75cm (39 3/4 x 29 1/2in).

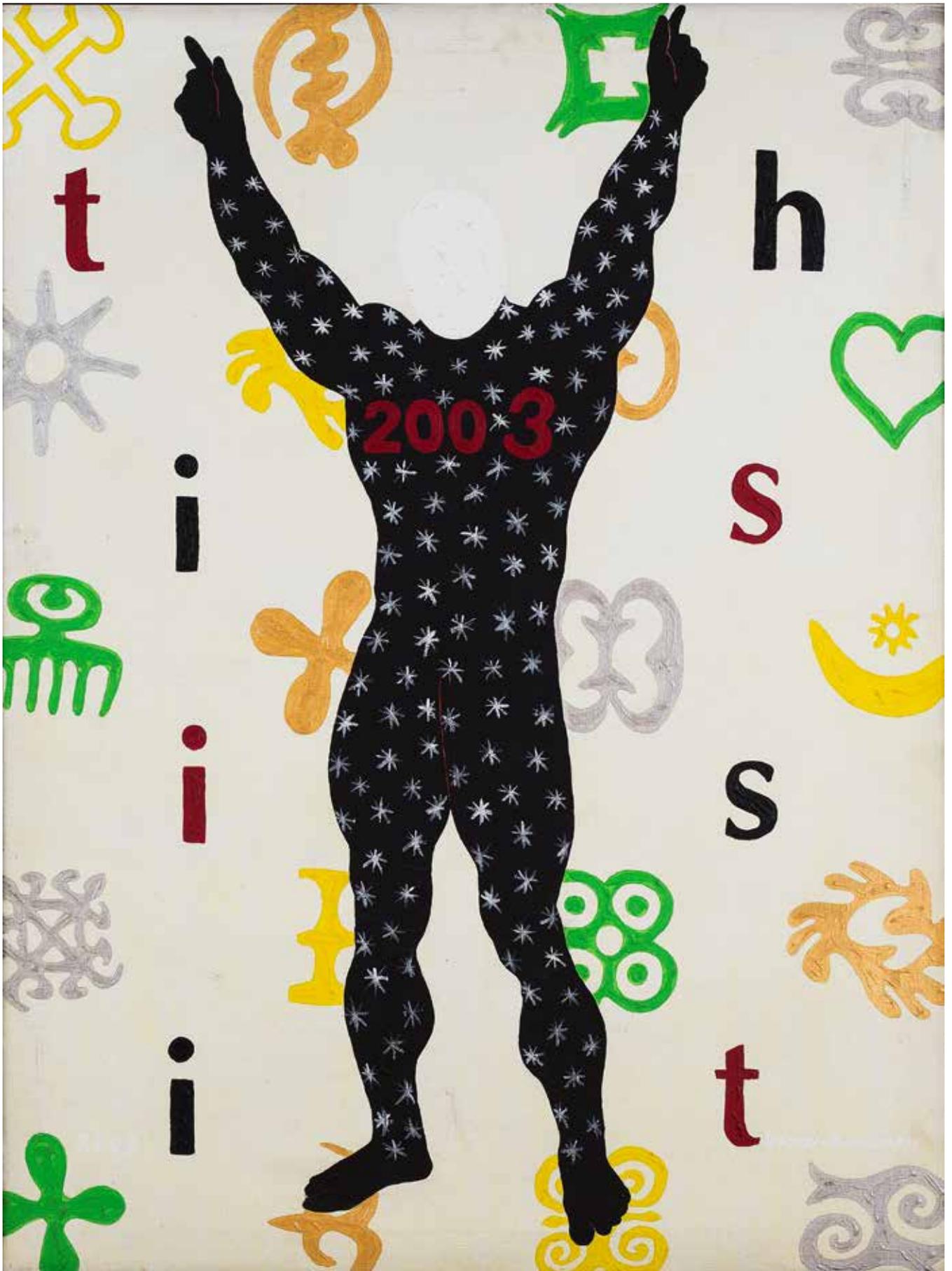
£6,000 - 9,000

\$7,700 - 12,000

€6,600 - 9,900

Provenance

Collection of Seth Dei, Accra.





34



35

34 *

GEORGE (KWESI AFEDZI) HUGHES (GHANAIAN, BORN 1962)

Motorbike (Enfield)
signed, titled and dated (verso)
oil on canvas
61 x 71cm (24 x 27 15/16in).

£3,000 - 5,000

\$3,900 - 6,500

€3,300 - 5,500

Provenance

Collection of Seth Dei, Accra.

35 *

VICTOR BUTLER (GHANAIAN, BORN 1964)

Portrait of a Child
signed 'Victor Butler' (lower right)
watercolour and pastel on paper
90 x 70cm (35 7/16 x 27 9/16in).

£3,000 - 5,000

\$3,900 - 6,500

€3,300 - 5,500

Provenance

Collection of Seth Dei, Accra.



36 * TP

KOFI SETORDJI (GHANAIAN, BORN 1957)

The Wedding Party
signed and dated 'K.Setordji 92' (lower right)
oil on canvas

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

£10,000 - 15,000

\$13,000 - 19,000

€11,000 - 17,000

Provenance

Collection of Seth Dei, Accra.



37 *

HARRY (HACAJAKA) AGYEMAN (GHANAIAN, BORN 1970)

Feeling The Jam

signed and dated 'Hacajaka/ 06' (lower right)

oil on canvas

60 x 44.5cm (23 5/8 x 17 1/2in).

£4,000 - 6,000

\$5,200 - 7,700

€4,400 - 6,600

Provenance

Collection of Seth Dei, Accra.



38 * TP

ABLADE GLOVER (GHANAIAN, BORN 1934)

Flying the Flag

signed and dated 'Glo 97' (lower right)

oil on canvas

122.5 x 153.5cm (48 1/4 x 60 7/16in).

£6,000 - 9,000

\$7,700 - 12,000

€6,600 - 9,900

Provenance

Collection of Seth Dei, Accra.



39 * TP

WISDOM (WIZ) KUDOWOR (GHANAIAN, BORN 1957)

Anatomy of Culture
signed and dated 'Wiz 95' (lower right)
acrylic on canvas
120 x 151cm (47 1/4 x 59 7/16in).

£4,000 - 6,000
\$5,200 - 7,700
€4,400 - 6,600

Provenance
Collection of Seth Dei, Accra.

END OF SETH DEI COLLECTION.



40

40

GERALD CHUKWUMA (NIGERIAN, BORN 1973)

Untitled 2016

signed 'GDY' (lower right of plank 6)

carved and painted wooden planks

127 x 198 x 3cm (50 x 77 15/16 x 1 3/16in).

(in 14 pieces).

£3,000 - 5,000

\$3,900 - 6,500

€3,300 - 5,500

Provenance

Acquired from Patrons Art Gallery.

A private collection, Brussels.

The artist wrote the following poem to accompany the artwork:

The moon wakes up in joy,
And the sun goes home to roost.

Children glow with excitement
As the grin of adults fill the air

It is time again to tell a story
Even a time to laugh and dance

Stories that become our history
Dance and laugh that beget a bride

How time flies when the moon stares on
And children wake up into adulthood.

41

TWINS SEVEN-SEVEN (NIGERIAN, 1944-2011)

A Sickly Gold Dealer Ghost and the Poisonous Snake

signed, dated and titled 'A SICKLY GOLD DEALER GHOST and the poisonous snake. Art by:- Twins SevenSeven Georgina Art School, Oshogbo, Sept 1966' (lower left)

ink and acrylic on paper laid to wooden panel

114 x 74cm (44 7/8 x 29 1/8in).

£2,000 - 3,000

\$2,600 - 3,900

€2,200 - 3,300



41



42

42 *

DOMINIQUE ZINKPE (BENINESE, BORN 1969)

'Vibration' (2017)

signed 'Zinkpe' (lower right)

acrylic on canvas

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

£3,000 - 5,000

\$3,900 - 6,500

€3,300 - 5,500



43

43

DOMINIQUE ZINKPE (BENINESE, BORN 1969)

Untitled

signed 'ZINKPE/ 13' (lower right)

mixed media on canvas

148 x 178.5cm (58 1/4 x 70 1/4in).

£3,000 - 5,000

\$3,900 - 6,500

€3,300 - 5,500



44

DOMINIQUE ZINKPE (BENINESE, BORN 1969)

Totem

wood and acrylic

181 x 29.5 x 29.5cm (71 1/4 x 11 5/8 x 11 5/8in).

£3,000 - 5,000

\$3,900 - 6,500

€3,300 - 5,500



45

45 *

GBENGA OFFO (NIGERIAN, BORN 1957)

Emmigrants

signed and dated 'Gbenga Offo/ 2017' (lower left)

oil on canvas

138 x 106.5cm (54 5/16 x 41 15/16in).

£3,000 - 5,000

\$3,900 - 6,500

€3,300 - 5,500



46

46 *

ABLADE GLOVER (GHANAIAN, BORN 1934)

Orange Profile II

signed and dated 'Glo /06' (lower right)

oil on canvas

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

£2,000 - 3,000

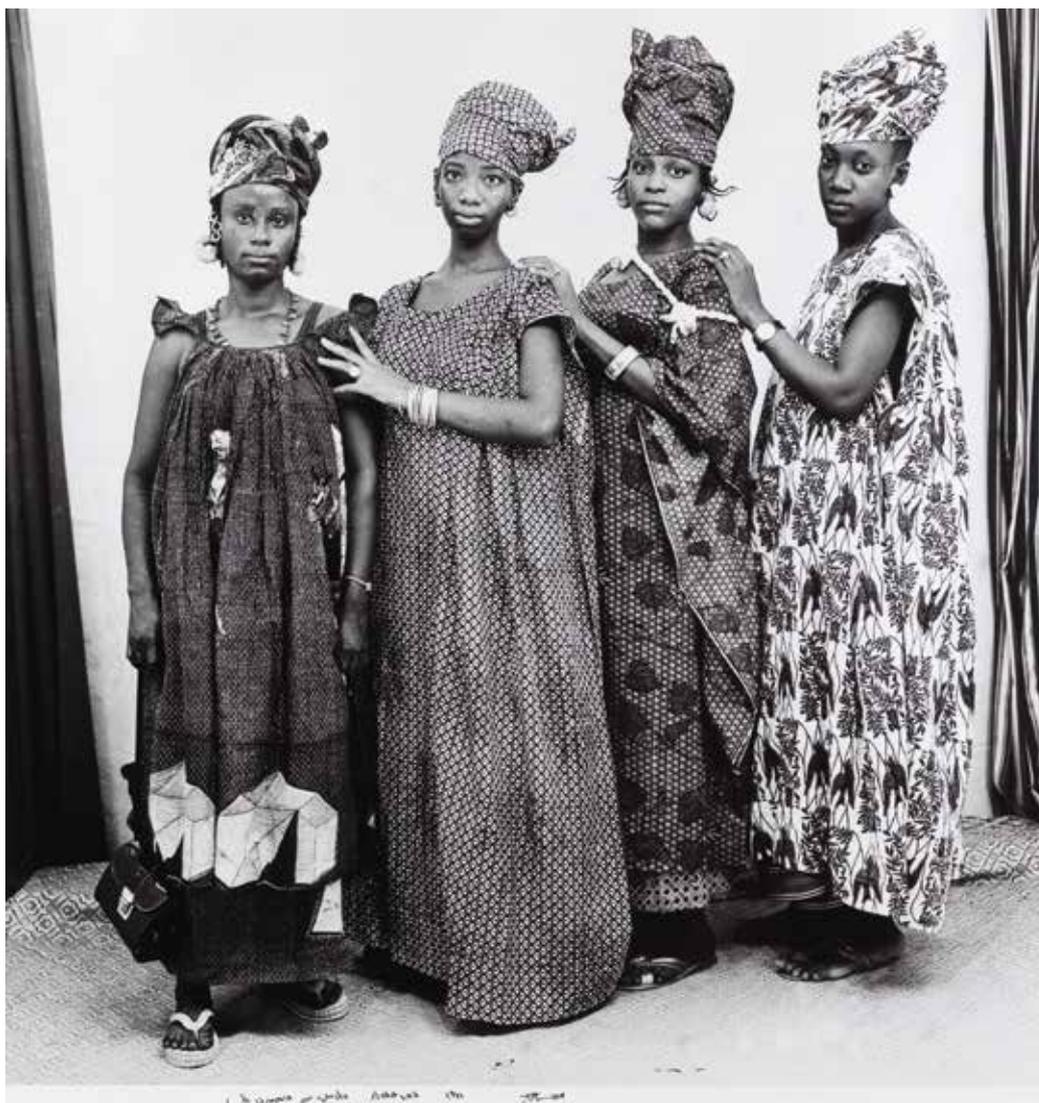
\$2,600 - 3,900

€2,200 - 3,300

Provenance

Purchased directly from the artist in 2008.

Private collection, USA.



47

MALICK SIDIBÉ (MALIAN, 1935-2016)

Les copines

inscribed 'Le Hommes au studio Malick Sidibe 1972' (lower margin);

signed and dated '2014' (lower centre)

gelatin silver print

92 x 88cm (36 1/4 x 34 5/8in).image size.

£5,000 - 8,000

\$6,500 - 10,000

€5,500 - 8,800

Malick Sidibé opened Studio Malick in the Bagadadji neighborhood of Bamako, Mali, in 1962. Unlike those of his predecessors, his studio was an electrified indoor establishment that achieved its heyday during the 1960s and '70s. Although Sidibé favors studio portraiture, which often commemorates special occasions and captures clients looking their best, he is arguably most renowned worldwide for party photographs that showcase his capacity to frame bodies in motion.

During the 1960s, photographic settings became more intimate, reflecting the interests and activities of youthful clientele, including domestic interiors and courtyards as well as local beaches along the Niger River. This change was enabled by technological advances,

such as medium-format flash cameras and safety celluloid film, which rendered the medium increasingly accessible and portable. Of the same generation as their subjects, photographers like Sidibé and later his assistants actively participated in the social circles they depicted. Early in the decade, Sidibé's images captured the optimism of the independence era and the ecstatic energy of Bamako's youth expressing their individuality at neighborhood parties and dances. Participating in an international cultural revolution, these individuals rallied behind rock 'n' roll and rhythm and blues music, pursuing social liberties and trends promoted by performers such as James Brown.

Under the repressive socialism of President Modibo Keita (1960–68) in the mid-1960s and the subsequent military dictatorship of President Moussa Traoré (1968–91), Studio Malick's photographs represent the irreverent attitudes and activities of men and women in Bamako who were frustrated by and defied restrictive governmental policies. Violating curfew, they organized and attended late-night parties, wore provocative Western clothing, and enjoyed imported consumer goods such as records and alcohol, at times illegally. Thus, portraits made by Sidibé and his assistants during the late 1960s and '70s depict recalcitrant individuals enjoying forbidden freedoms.

48

ABDOULAYE KONATÉ (MALIAN, BORN 1953)

Composition 3 Reptiles

signed and dated 'A.Konaté 2015' (lower right)

textile

231 x 167.5cm (90 15/16 x 65 15/16in).

£25,000 - 35,000

\$32,000 - 45,000

€28,000 - 39,000

Provenance

Acquired from Primo Marella Gallery, Milan, Italy.

Born in Dire in 1953, Abdoulaye Konaté studied painting at the Institut National des Arts in Bamako from 1972 to 1976. Following his graduation, he moved to Havana in 1978 to study at the Instituto Superior des Arte.

Konaté remained in Cuba for seven years, developing an intimate knowledge of the country's artistic movements, in particular Art Brut and 'outsider' painters such as Wifredo Lam (1902- 1982). Born in Cuba and raised a Roman Catholic, Lam was of Afro-Caribbean descent. His works are a hybrid of West African Yoruba and European Christian influences. His fantastical surreal paintings inspired the young Konaté.

Returning to Mali in 1985, Konaté began to move away from traditional easel painting and experiment with textile hangings. He referred to these installations as 'wall sculptures'. Textiles and cloth are of central importance to Mali's economic and cultural history. It was of the primary commodities to be traded with the West. Certain cloths also have a ritual function which invests them with spiritual meaning.

Konaté's wall sculptures reference the ancient hunting tunics of the Mandé. According to Malian tradition, these tunics were believed to protect the wearer from danger, having been adorned with amulets and charms called Gris-Gris. Konaté describes how his work has been informed by Mali's cultural heritage:

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

The creative process begins with a simple pencil sketch. From this, the artist works with his studio to translate this into the full-scale textile, beginning at the floor and progressing horizontally. Konaté uses creates textual variety by employing applique and different cotton-based fabrics.

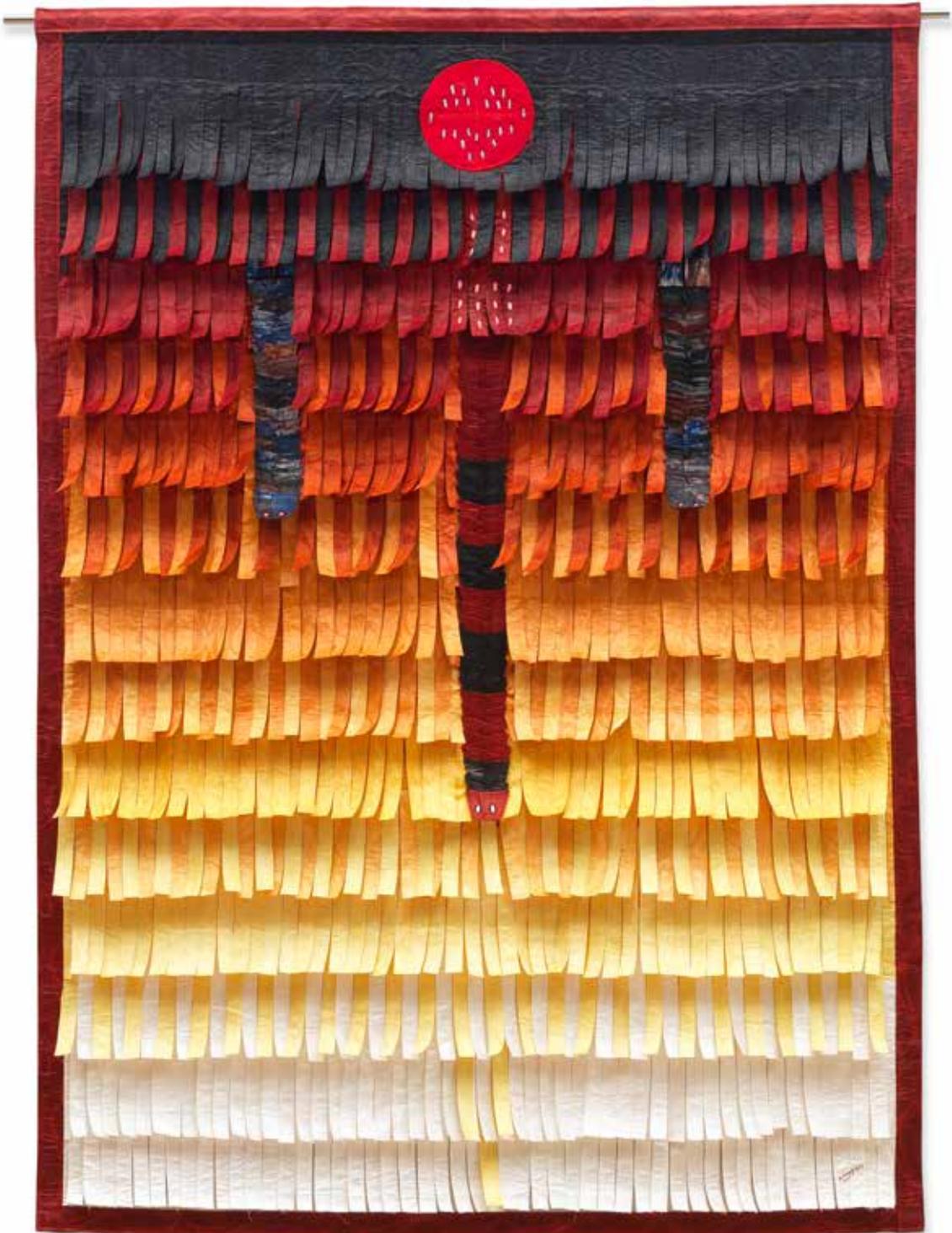
These textile installations explore the artist's sociopolitical and environmental concerns, drawing on themes such as migration, waste and globalised trade.

Konaté has participated in numerous international exhibitions including Documenta 12 in 2007, and the Africa Remix international tour that travelled to the Centre Pompidou, Paris and the Hayward Gallery, London.

Bibliography

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

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



Ben Enwonwu: Pan-African Pioneer



'Photograph courtesy of the Ben Enwonwu Foundation'.

'Ben Enwonwu: a portrait of my father' by Oliver Enwonwu

Ben Enwonwu's sixty-year career spans one of the most pivotal periods in Nigeria's recent history, the transition from colony to independence. He is the most celebrated African artist of the twentieth century.

Enwonwu was born a twin in Onitsha, eastern Nigeria, on 14 July 1917. The Enwonwu family was well-regarded by the community. His father, Odigwe Omenka, previously a technical assistant for the Royal Niger Company, had taken retirement seven years earlier when he was inducted into the prestigious Agbalanze Ozo society, and honour that invested him with 'sacred' status. An adept sculptor, he was often called upon to carve ritual objects for his fellow Ozo members. Some of Enwonwu's earliest memories are of playing with the wood in his father's workshop. Enwonwu's mother, Iyom Nweze was also a significant personage in her own right, running a lucrative textile business.

Inheriting his father's artistic disposition, Enwonwu enrolled at Government College, Ibadan in 1934, where he studied under Kenneth C. Murray, a British education officer in the colonial civil service, and later Director of Antiquities. In 1937, Enwonwu was one of a handful of students selected by Murray to exhibit at the Zwemmer Gallery in London, and at the Empire Exhibition in Glasgow the following year. This exposure resulted in a scholarship to continue his studies in England, first at Goldsmith College, and subsequently at the Slade School of Art where he graduated with a distinction in sculpture in 1947.

Even at this early stage in his career, Enwonwu was attracting international attention. In 1946, he was invited by the director general of UNESCO, Sir Julian Huxley, to participate in the International Exhibition of Modern Art at Musée National d'Art in Paris. Over the

Africa Dances

next ten years he held numerous solo exhibitions at the prestigious London galleries, Berkley Gallery and Gallerie Appolinaire (1947, 1948, 1950, 1952 and 1955). He also exhibited in the USA at the behest of the Harmon Foundation in 1950, 1952 and 1957.

Enwonwu returned to Nigeria in 1948, having been appointed Art Supervisor of the Colonial Office by the government. The artist was committed to his role as cultural ambassador and actively engaged in public life. In 1955, he was awarded a Medal of the Order of the British Empire (MBE) for his contributions to art and culture. On the eve of Nigeria's independence, he was commissioned to sculpt a portrait of Queen Elizabeth II to celebrate her visit in 1956. Enwonwu was invited to Buckingham Palace to make the preparatory sketches, which he then translated into bronze in his studio.

In 1968, Enwonwu was asked to be the cultural advisor for the newly elected Nigerian government. Over the next decade, he received many accolades including an honorary doctorate from the Ahmadu Bello University, Zaria, honorary citizenship and Officer of the National Order of the Republic of Senegal, and the Nigerian National Merit Award. On his death in 1994, the artist was mourned as a national icon. An obituary described him as the 'leading light' of Nigerian art, successfully synthesizing indigenous art traditions with Western conventions to create a modern national aesthetic.

The following highlights demonstrate Enwonwu's stylistic and technical versatility. Through these artworks, we will explore the artist's principle themes: 'Africa Dances', 'Negritude', Portraiture, Masquerade, Landscape and Sculpture.

Enwonwu's 'Africa Dances' series was inspired by a travelogue of the same name written by an English anthropologist, Geoffrey Gorer, in 1935. The young artist was frustrated by the account, believing that it failed to articulate the significance of dance in African societies. He set about painting a body of work that would explore the dance and ritual performances of his Onitsha-Igbo society. The following paintings demonstrate that Enwonwu was less concerned with documenting specific dances or costumes than expressing the symbolic meaning of these ancient practices. His chief preoccupation was to communicate the fundamental importance of rhythm and spirit:

"What is rhythm? It is the being's architecture, the inner dynamism that gives it form, the system of waves it emits towards others, the pure expression of vital force...it expresses itself through the most material means, the most sensual ones; line, surfaces, colours, volumes in architecture, sculpture and painting; stresses in poetry and music; movements in dancing..."

The rhythm arises here from frequent repetition at regular intervals of a particular line, colour, figure, geometrical form, but especially from the contrast of colours. Generally, on a dark background that makes a space or a 'rest' (as in music) the painter disposes figures in clear colours or vice versa. The outline and colouring of the figures correspond less to appearances of reality, than to the deep rhythm of objects."

(Ben Enwonwu, quotation courtesy of the Ben Enwonwu Foundation)



49

49
BENEDICT CHUKWUKADIBIA ENWONWU M.B.E
(NIGERIAN, 1917-1994)

Africa Dances, 1954
 titled, signed and dated 'AFRICA DANCES/ BEN ENWONWU/ 1954'
 (lower left)
 gouache and watercolour
 78 x 27cm (30 11/16 x 10 5/8in).

£10,000 - 15,000
 \$13,000 - 19,000
 €11,000 - 17,000

Provenance

Acquired by Lady Crossley in Nigeria in the late 1950s.
 By descent to the current owner.



50

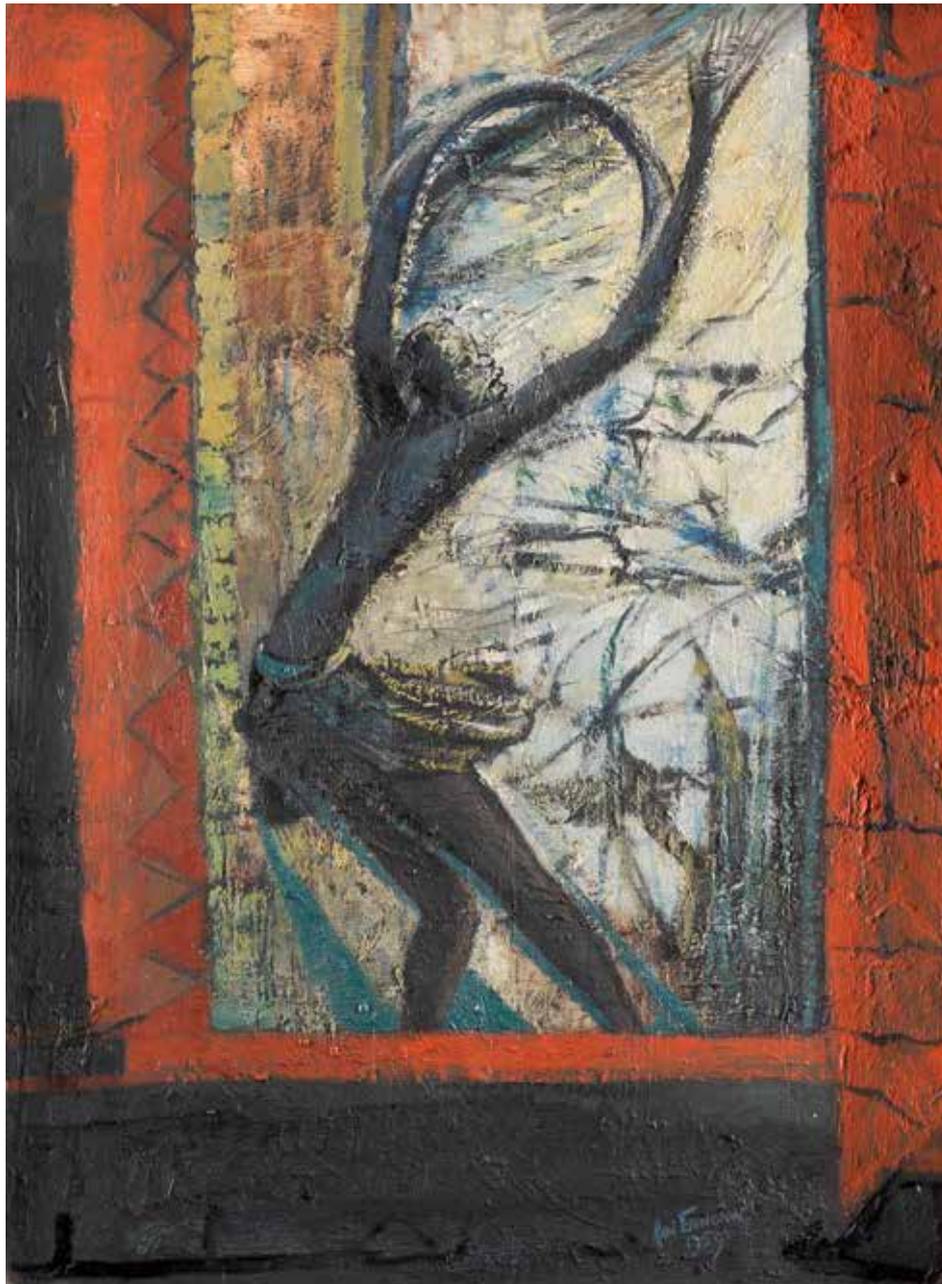
50
BENEDICT CHUKWUKADIBIA ENWONWU M.B.E
(NIGERIAN, 1917-1994)

Africa Dances, 1955
 titled, signed and dated 'AFRICA DANCES/ BEN ENWONWU/ 1955'
 (lower right)
 gouache and watercolour
 78 x 27cm (30 11/16 x 10 5/8in).

£10,000 - 15,000
 \$13,000 - 19,000
 €11,000 - 17,000

Provenance

Acquired by Lady Crossley in Nigeria in the late 1950s.
 By descent to the current owner.



51

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

'Water Sprite'

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

oil on board

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

£30,000 - 50,000

\$39,000 - 65,000

€33,000 - 55,000



52 *

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

Africa Dances
signed and dated 'Ben Enwonwu/ 1967' (lower right)
watercolour mounted on board
76 x 64cm (29 15/16 x 25 3/16in).

£15,000 - 20,000
\$19,000 - 26,000
€17,000 - 22,000

Provenance

Purchased by Mr. Griffith Davis in Nigeria, circa 1968.
By descent.

Griffith Davis (1923-1993) developed his love for photography whilst still at high school in Atlanta. The outbreak of the Second World War forced him to suspend his formal education, but following demobilisation he returned to Atlanta to photograph for the *Atlanta Daily World*, *Time*, and *Ebony*. Davis completed his MA in journalism at Columbia in 1949.

Over the next decade, Davis traveled to Africa on multiple occasions to cover significant events for the *The New York Times* and *Ebony*, among other publications.

In 1952, he was also invited to join the Foreign Service. His first appointment was in Liberia where he was tasked with advancing President Truman's Point 4 Programme for Foreign Aid (later known as USAID). He later served in Tunisia and Nigeria, before retiring in 1985.

Davis's reputation as a prominent photojournalist preceded him, and on arriving in Nigeria he was soon introduced to the leading political and cultural figures. It was during this period that he befriended Enwonwu and purchased the above painting.

53

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

Africa Dances, 1991

signed and dated 'BEN ENWONWU/ 1991' (lower right)

oil on canvas

122 x 48cm (48 1/16 x 18 7/8in).

£40,000 - 60,000

\$52,000 - 77,000

€44,000 - 66,000

Provenance

Purchased directly from the artist by the current owner in Lagos, 1991.

The raised bent arms and S-shape curvature of the dancer's spine echo the posture of the central female dancer in lot 51. The current painting is dated 1991, 24 years after lot 51 was executed. The two figures differ in some respects - in the later work, the dancer is nude, and her features are not delineated; she is presented as a silhouette. What is extraordinary is the similarity of the pose. This particular dance movement, both angular and sinuous simultaneously, continued to preoccupy the artist right until his death.





54

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

Africa Dances

signed, dated and titled 'Africa Dances/ Enwonwu 1970' (lower right)
watercolour

76 x 51cm (29 15/16 x 20 1/16in).

£15,000 - 20,000

\$19,000 - 26,000

€17,000 - 22,000

Provenance

Purchased at an exhibition at the Hilton Hotel Gallery, London, in 1971.
By direct descent to the current owner.

Exhibited

London, Hilton Hotel Gallery, solo exhibition, September 1971.



55

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

Africa Dances

signed and dated 'Ben Enwonwu/ 1971' (lower right)

watercolour

76 x 54cm (29 15/16 x 21 1/4in).

£20,000 - 30,000

\$26,000 - 39,000

€22,000 - 33,000

Provenance

Purchased at an exhibition at the Hilton Hotel Gallery, London, in 1971.

By direct descent to the current owner.

Exhibited

London, Hilton Hotel Gallery, solo exhibition, September 1971.



56

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

Obitun Dancers

signed and dated 'BEN ENWONWU/ 1984' (lower left)

oil on canvas

95 x 54cm (37 3/8 x 21 1/4in).

£50,000 - 80,000

\$65,000 - 100,000

€55,000 - 88,000

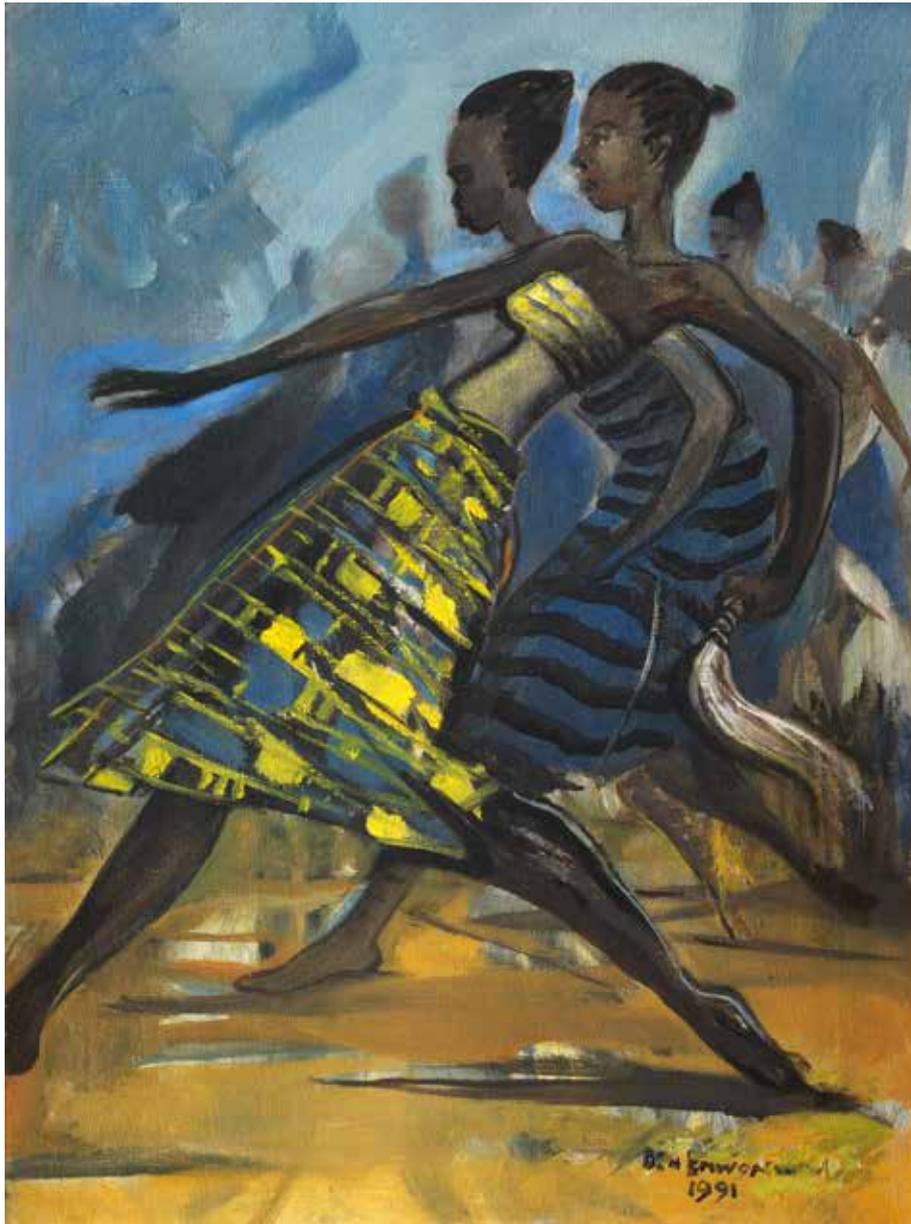
Provenance

A private collection, UK.

Exhibition

London, Royal Society of British Artists, *Ben Enwonwu's "Dance Theme" - Sculptures and Paintings*, October 1985, cat. no. 194.

Lagos, Residence of the British High Commissioner, *Salon Exhibition of paintings and sculptures from 1985 London Exhibition of the Royal Society of British Artists*, October 1987, cat. no. 19 or 20.



57

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

Obitun Dancers

signed and dated '1991'

oil on canvas

60 x 45cm (23 5/8 x 17 11/16in).

£40,000 - 60,000

\$52,000 - 77,000

€44,000 - 66,000

Provenance

Acquired directly from the artist by the current owner in Lagos, 1991.

In this late work (dated 1991), Enwonwu returns to the dance movement that we see depicted in the previous lot (lot 56). The female figures are presented mid-motion, their left legs and arms reach out to the left of the picture frame whilst their right limbs stretch in the opposite direction. The profile view allows the audience to fully appreciate the dynamic lines created by their lithe and graceful bodies.

Negritude and The Female Nude

Whilst Enwonwu was embraced by the colonial administration prior to Nigeria's independence, he was a staunch supporter of African nationalist movements. He believed that his paintings and sculpture could play a role in Pan-African cultural emancipation. In France, Enwonwu had spent time with Leopold Senghor, the future president of Senegal, and a vocal advocate of Negritude – an ideology that celebrated international black pride, and rejected the political, social and artistic hegemony of the colonial powers.

For Enwonwu, the black female form symbolised the beauty and creativity of African culture. Having been raised in Onitsha, his perception of women was shaped by the Igbo veneration of Ala/Ani – the Earth Mother Goddess. Given this context, the feminine form was the perfect vehicle for expressing support for black empowerment.

“Today, it is readily accepted that the African artistic expression has departed from the traditionalism, and is no longer regarded as the loyal yard stick by which African art can be measured...the disappearance of ‘magic’ in the creation of ancestral gods with the old eye, no longer bothers European interest in African art...”

The characteristic positive and negative vital force in the African artistic expression still survives, and this, is ‘Negritude’ the Africanity.”
(Ben Enwonwu, quotation courtesy of the Ben Enwonwu Foundation)



58 *

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

Rhapsody in Blue
titled, signed and dated 'Rhapsody [sic] in Blue "Nudes"/ Ben
Enwonwu/ 1988' (lower left)
gouache
100.5 x 75cm (39 9/16 x 29 1/2in).

£60,000 - 90,000
\$77,000 - 120,000
€66,000 - 99,000

Provenance

Acquired from the artist by a private collector, early 1990s.
By direct descent to present owner.

Although Enwonwu did not title this painting Negritude, Rhapsody in Blue ("Nudes") displays all the characteristic features of this theme. The centrally-positioned black silhouette of a female nude sits semi-reclined; her body cuts a diagonal line across the picture plane, her legs extending to the lower left corner. The black outline is sharply contrasted by the vibrant blue and yellow backdrop.

The composition is very similar to a work Enwonwu executed the previous year, titled The Female Form (sold in our saleroom in February 2018). Here too, Enwonwu uses the silhouette of a black female nude to express his solidarity with the Negritude movement, and celebrate the beauty of black culture.

"'Darkest Africa' to me does not imply things primitive, but the darkness of trees silhouetted against the light; the darkness of ebony; the darkness of people. Many of my paintings are of dancing women, I see them in the trees. I call this the humanized form of symbolic art...I elongate because of the feelings I have as a Nigerian, for the Nigerians are aspiring to grow, in politics, in trade, in art, in every aspect of life."
(Ben Enwonwu)



'The Female Form, sold in our saleroom in February 2018 for £110,000 including premium.'



59 *

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

Female nudes (Africa Dances)

signed and dated 'Enwonwu/ 1981' (lower left)

gouache

75 x 55cm (29 1/2 x 21 5/8in).

£50,000 - 80,000

\$65,000 - 100,000

€55,000 - 88,000

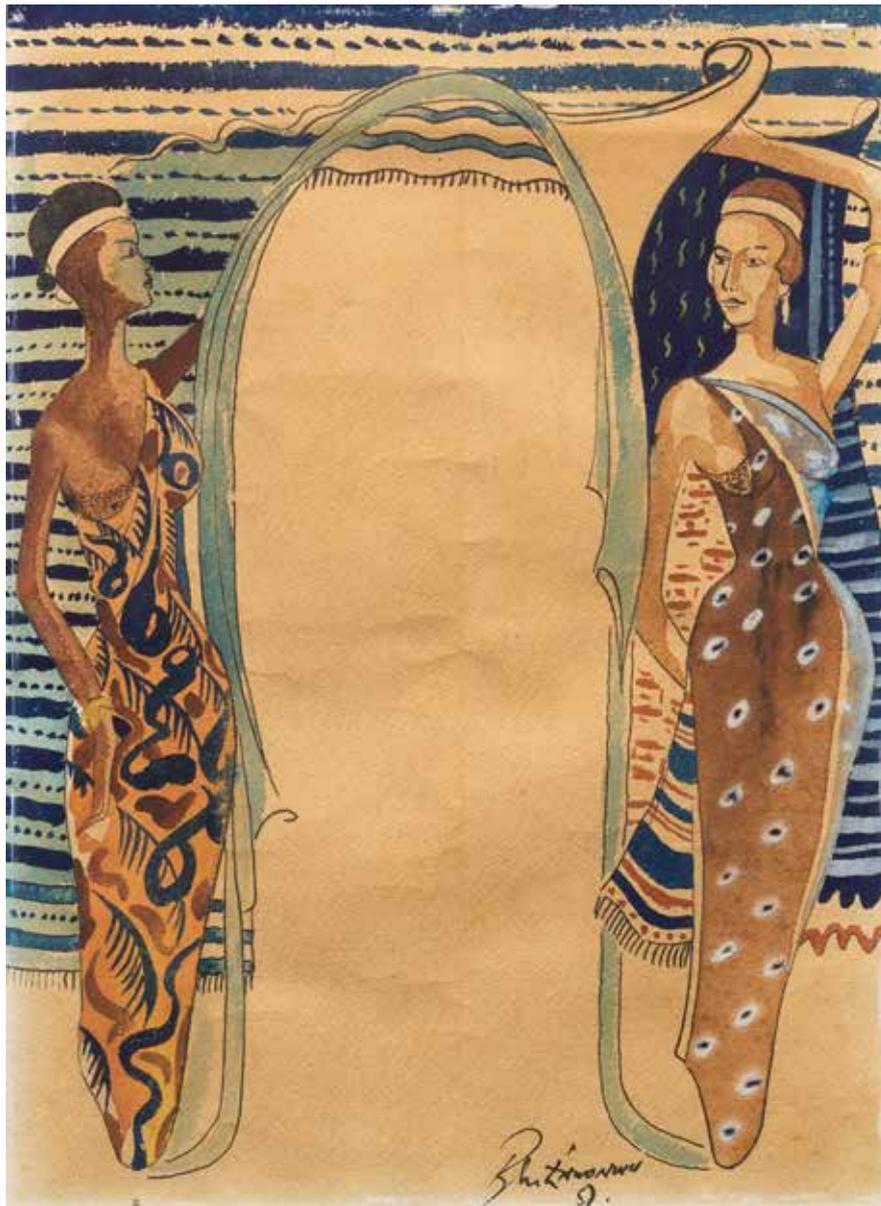
Figuration and Portraiture

Whilst the 'Africa Dances' and 'Negritude' series are figurative, they are quite different in style to Enwonwu's portrait sketches and commissions. The female nudes depicted in the previous lot (lot 59) are delineated in rapid, expressive brushstrokes. Devoid of distinctive facial features, these black silhouettes are an attempt to communicate human movement. Energy and rhythm are expressed through the dynamic diagonal lines of their outstretched limbs.

By contrast, the portrait of 'Tutu' (lot 62) conforms to the conventions of academic realism. The brushwork is tighter and more controlled. Enwonwu has paid great attention to the details of her dress. The artist painted Adetutu ('Tutu') Ademiluyi four times. This version, executed in 1974, is subtly different to the first iteration painted the previous year. A comparison of the two works reveals Enwonwu's close observation of the young woman as she transitioned from an adolescent to an adult.

The chalk head study of a Hausa-Fulani man (lot 63) also demonstrates the artist's ability to capture individual likenesses. The headdress and shape of the man's beard instantly identify him as a Northerner. In an interview in 1950, Enwonwu's described a visit to the region in academic terms:

"There are two types (of people of Northern Nigeria); the negroid Fulani and the Nordic. They are both beautiful. Usually a nomadic tribe, they travel miles from the North with their cattle to down east and south where they sell them. They supply Nigeria with meat and I do not know what we would have done without their meat." (Ben Enwonwu)



60

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

African Maidens: a cartouche design
signed and dated 'BEN ENWONWU/ 57.' (lower right)
gouache
33 x 24cm (13 x 9 7/16in).

£5,000 - 7,000

\$6,500 - 9,000

€5,500 - 7,700

Provenance

Gifted by the artist to the current owner in 1957.
A private collection, UK.



61 *

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

Profile portrait of a woman wearing a headscarf
signed and dated 'Ben Enwonwu/ 1962' (lower right)
watercolour and gouache

£20,000 - 30,000

\$26,000 - 39,000

€22,000 - 33,000

Provenance

Acquired by a US diplomat in Lagos, circa 1962.
By direct descent.

This painting was acquired by the previous owner whilst he was working in Lagos between 1958 and 1962. An expert on public administration and representative bureaucracy, he had been posted to Nigeria on the eve of independence to assist with the transition of power to the newly elected government.

As a consultant of the Nigerian Government, he developed a close relationship with a number of the leading political and social figures of the day. It was at this point that he met Enwonwu, who had been appointed as cultural advisor to the government. It is likely that the current painting was purchased as a show of support for the new democratic regime, and Enwonwu's efforts to forge a unique national aesthetic.

The woman is similar to Enwonwu's Africa Dances motif in certain respects: she is depicted in profile, emphasizing the sinuous curve of her spine. Like the Negritude paintings, the picture celebrates independent black identity through the woman's proud bearing and graceful beauty.

However, the painting is distinct in one important respect; unlike a Negritude subject, she is not a featureless silhouette. The open mouth, the earring, the wrap of her headscarf all suggest that this is a portrait of a particular individual. Her hands are clasped behind her back - a gesture that sets her apart from the generalised figures of Africa Dances. This is not a study of the human form in motion, rather a specific likeness.

62 *

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

Tutu (1974)

oil on canvas

signed and dated 'Ben Enwonwu/ 1974' (lower right)

51 x 41cm (20 1/16 x 16 1/8in).

£200,000 - 300,000

\$260,000-390,000

€220,000-330,000

Provenance

Purchased directly from the artist for c. N.600 by a Doctor of Medicine in 1976.

This portrait depicts Enwonwu's most famous sitter, Adetutu ('Tutu') Ademiluyi, the granddaughter of a former Ooni (king) of Ife. The artist encountered the young woman whilst he was teaching at the University of Ife (1972-1975).

The first version of the painting was executed in 1973. It was one of Enwonwu's most prized possessions. Despite numerous offers, he refused to sell the work. His son, Oliver, recalls how his father hung it on his bedroom wall, and even locked it in a crate under his bed, to keep it from public view.



A reproduction of an earlier version of 'Tutu', executed in 1973.

In 1994, the 1973 portrait went missing. The loss was a devastating blow to Enwonwu, who was then in the advanced stages of cancer. The painting was reproduced as a print; it now hangs in many Nigerian homes, a national icon.

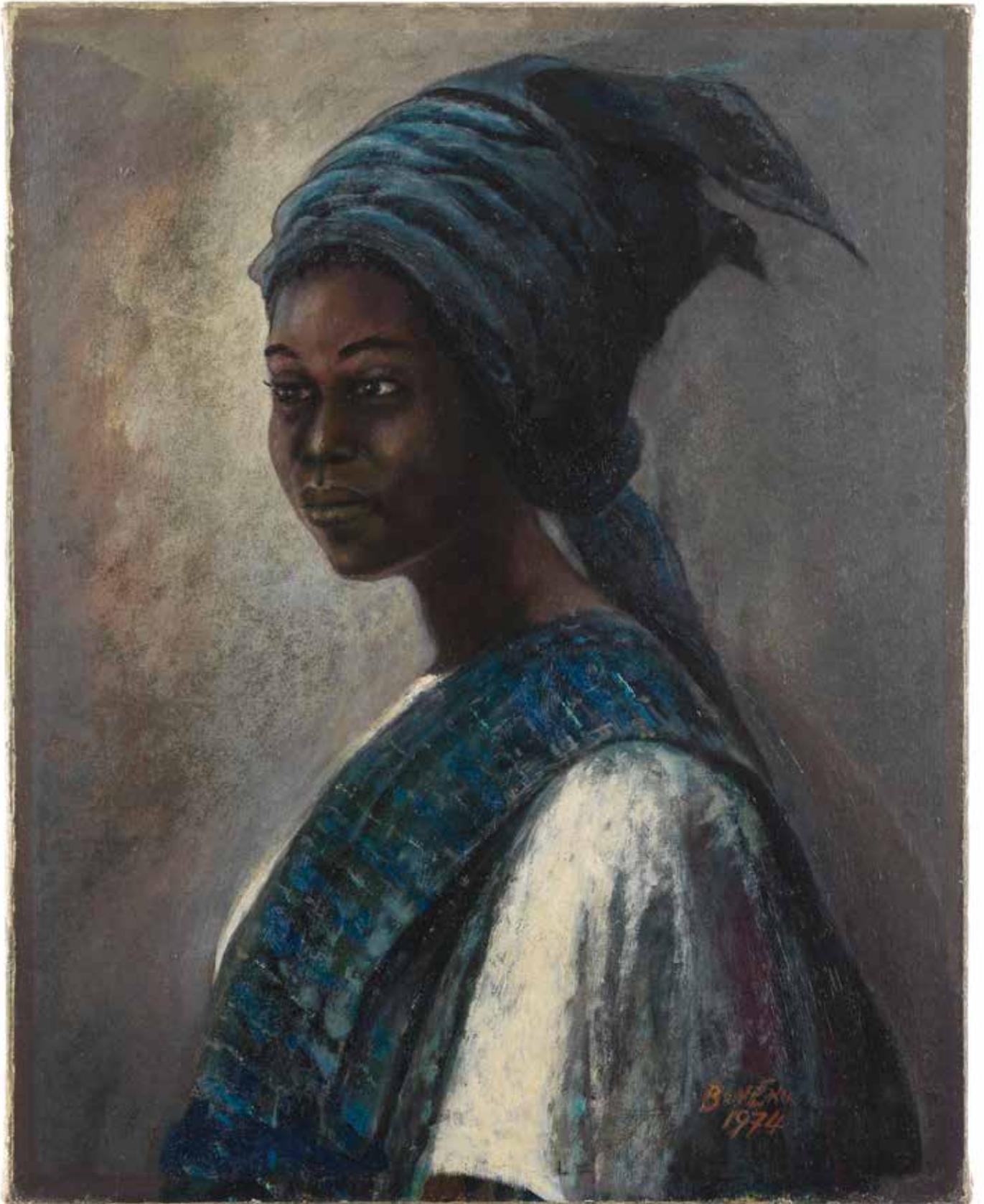
Enwonwu executed two further portraits of Tutu in 1974 (one of which was sold in our salerooms in February 2018), and the present lot. All three works show the young woman with her back to us, looking over her shoulder. She wears traditional Yoruba attire, and her hair is covered by a richly-patterned head tie. Her proud posture communicates her regal status. However, there are a few key differences between the paintings. This version is more diminutive and intimate than the other iterations. Tutu inclines her head so that the soft curve of her left cheek is visible. Of all the portraits, this is the most human.

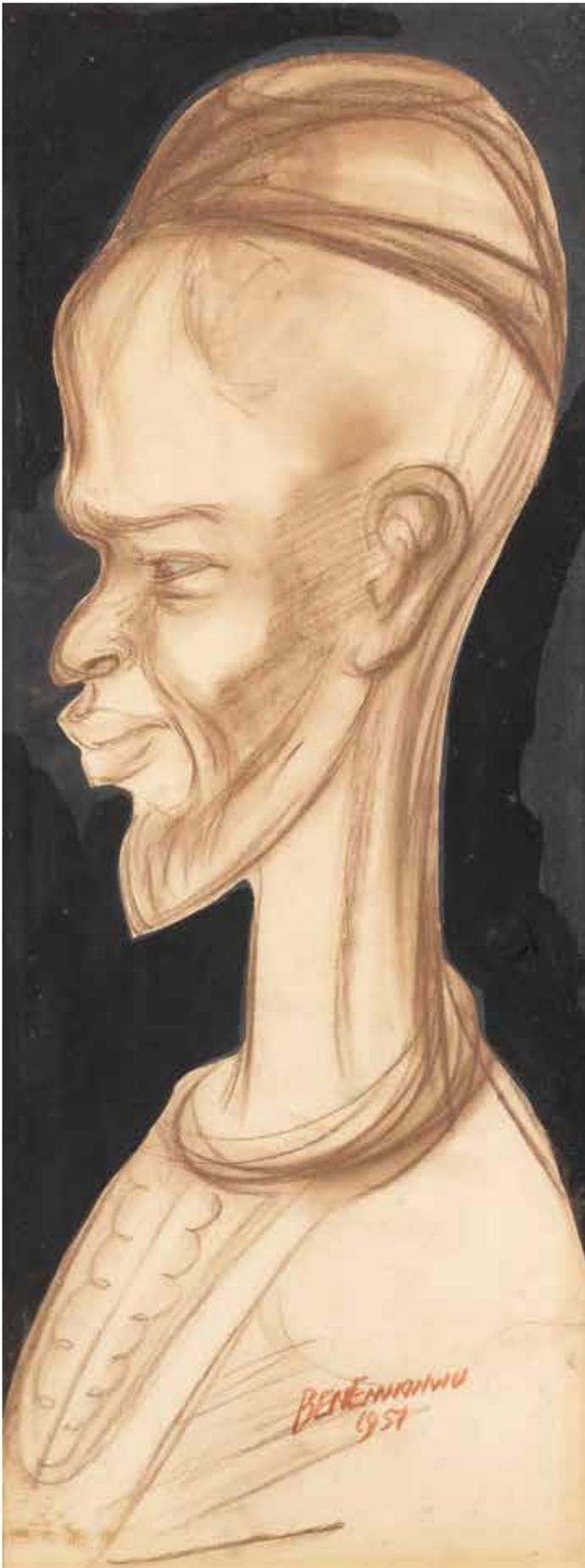
The current owner of the painting first met Enwonwu in the popular Lagos nightclub, the Caban Bamboo, established by the Highlife musician Bernard "Bobby" Benson. The two men quickly struck up a friendship that would last until Enwonwu's death in 1994. The artist's son, Oliver Enwonwu, confirms that his father respected the doctor, and would not have parted with the portrait for a lesser acquaintance.

We are grateful to Oliver Enwonwu from the Ben Enwonwu Foundation for his assistance with this catalogue entry.



A later iteration of 'Tutu' painted in 1974. Sold in our saleroom in February 2018 for £1,208,750.





63

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

Profile of a Hausa man
signed and dated 'BEN ENWONWU/ 1951' (lower right)
watercolour and chalk
55 x 21cm (21 5/8 x 8 1/4in).

£6,000 - 8,000

\$7,700 - 10,000

€6,600 - 8,800

Provenance

A private collection, UK.

The head wear and beard of this man distinguishes him as one of the Hausa people of Kano, northern Nigeria. Enwonwu spent a significant period of time in Kano in 1951.



64

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

Study of a policeman marching
titled, signed and dated 'Police/ Ben Enwonwu/ 1982' (lower left)
watercolour

73.5 x 57cm (28 15/16 x 22 7/16in).

£10,000 - 15,000

\$13,000 - 19,000

€11,000 - 17,000

Masquerade

Masquerades have been performed in West Africa for centuries. They are an integral part of Igbo ceremonies and rituals. For Enwonwu, the masquerades were a symbol of Nigerian national identity, but they also played a significant role in the development of his personal psychology. The artist witnessed many performances as a child, as a result of his father's sacred status as an Ozo. The brightly coloured costumes and death-defying acrobatics made a great impression on him. Enwonwu's earliest renditions of the theme depict the masquerade as an exciting visual spectacle, focusing on the athleticism and dynamism of the performers.

Following his brother's death in 1987, the artist assumed his role as Okpala (the titular head of his family). As such, he was required to take an active part in specific rituals, providing a link between the family and their departed ancestors. Witnessing the masquerade at his brother's funeral brought about a sea change in his treatment of the theme. From this point on, Enwonwu gravitated towards the isolated figure of Ogolo, the masquerade figure who represents the masculine aspect of the pantheon. These late works frequently show Ogolo in a state of transcendence (lot 67). His ephemeral form is set against a background of diaphanous clouds and other-worldly light.

It is little wonder that Enwonwu would fixate on this liminal figure, caught between the physical world and the spiritual. In 1986, he was diagnosed with cancer. Confronted by the prospect of his own death, he sought solace in the masquerade theme; imagining Ogolo's transcendence allowed him to process his own decline. The artist confirmed that his work was fundamentally informed by his psychological and emotional life. In an interview, he went on to suggest that this was characteristic of "the African approach to art":

"The African view of art was not an objective or analytical view...the African view of art was an inner knowledge and a spiritual participation rather than a result of a critical or analytical attitude..."

(My attempt was to carve a spirit-ancestor whom he could not see, but whom he could hear, and to project this image to the outer world from his concept of the existence of the spirits in the inner world." (Ben Enwonwu, quotation courtesy of the Ben Enwonwu Foundation)

65

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

Ogolo

signed and dated '1992'

oil on canvas

194 x 60cm (76 3/8 x 23 5/8in).

£100,000 - 150,000

\$130,000 - 190,000

€110,000 - 170,000

Provenance

Purchased from the artist's estate by the present owner, 1994.

Exhibited

Lagos, American Ambassador's residence, 1992.



66

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

Agbogo-Mmuo Ogolo

titled, signed and dated 'AGBOGO-MMMUO OGOLO/ BEN
ENWONWU/ 1992' (lower left)

oil on canvas

102 x 76cm (40 3/16 x 29 15/16in).

£80,000 - 120,000

\$100,000 - 150,000

€88,000 - 130,000

Provenance

A private collection, London.

Part of the Igbo pantheon, the masquerade figures of Agbogho, Mmuo and Ogolo have been celebrated for centuries in Nigeria, and are at the heart of many rituals and ceremonies. For Enwonwu, they symbolised a unique aspect of the nation's cultural heritage. Having been appointed as art advisor to the Nigerian government in 1948, Enwonwu felt a responsibility to develop a new aesthetic, one that celebrated and was inspired by Nigeria's rich history. His lifelong fascination with the masquerade and Igbo dance forms was motivated in part by this desire to communicate a national identity.

Following the death of his brother, the figure of Agbogo-muo Ogolo took on additional private meaning for the artist. Ike Francis Enwonwu was an important figure within his community and his passing was celebrated in traditional Onitsha fashion, with a performance of

masked dancers. The masqueraders having taken on their spirit roles pay their respects to the deceased with graceful, ritualistic gestures accompanied by a repetitive drumming. The ceremony is intended to transport the participants, bringing them closer to the spirit world.

Witnessing this performance at his brother's funeral provoked intense emotions in the artist. From this point, he became increasingly superstitious. This late representation of Agbogo-Mmuo Ogolo communicates Enwonwu's awe, and his attempts to comprehend this mysterious and sacred ritual.

Enwonwu's masterful handling of colour communicates the visual drama of the masquerade performance. It also functions as a metaphor for the complexity of human existence; the dance is made up of complex individual movements, which can only be fully understood from a distance after the event.

Between 1988 and 1994, Enwonwu produced more than fifty drawings, paintings and sculptures that focused the masquerade theme. This intense preoccupation with invoked in performance, masking and the communication between gods, ancestral spirits and human beings is suggestive of Enwonwu's confrontation with his own morality.

Provenance

S. Okwunodu Ogbechie, *Ben Enwonwu: The Making of an African Modernist*, (Rochester, 2008), pp.200-203.



67

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

Ogolo

titled, signed and dated 'OGOLO/ BEN ENWONWU/ 1989'

oil on canvas

205 x 121cm (80 11/16 x 47 5/8in).

£200,000 - 300,000

\$260,000 - 390,000

€220,000 - 330,000

Provenance

A private collection, London.

Literature

S. Ogbachie, *Ben Enwonwu: the Making of an African Modernist*, (Rochester, 2008. Illustrated colour plate 8.

Exhibited

Lagos, National Museum, *Ben Enwonwu: 70th birthday retrospective exhibition*, (July, 1991).

Enwonwu executed this monumental painting of the male masquerade figure, Ogolo, two years after the death of his elder brother. On his brother's passing, the artist became the titular head of the Enwonwu patrilineage. At the funeral, he was required to participate in traditional rituals including a masquerade. Enwonwu later revealed the emotional and creative impact of this spectacle:

"I saw the Ogolo among a host of other masquerades during my brother's funeral, and it impressed me a lot. I did a lot of drawings of which I am now painting one after the other. I have focused on the Ogolo masked form that is closely related to the Agbogho Mmuo and Ayolugbe mask. It is part of my recent important works [and] a steady flow of thought and development. I find it extremely beautiful."

Enwonwu's preoccupation with the Ogolo figure during the years 1988 to 1994, can also be explained by his own declining health. He had been diagnosed with cancer in 1986. Confronted by his own impending death, the symbol of Ogolo - a gatekeeper to the spiritual world - took on particular poignancy.

his large oil is one of Enwonwu's greatest expressions of the subject. The composition and posture of the performer are similar to a work depicting the same subject executed in 1988, titled *Spirit of Ogolo*, (sold in our saleroom in May 2016).

The present lot is unusual within the genre in that the artist appears to have painted over another composition. A signature and date is

just visible 'Ben Enwonwu / Ife 1972'. This composition is landscape in format, and one can just see the faint outlines of a male Purapakali dance ensemble.

Enwonwu's lifelong interest in dance forms was further fuelled when he met Peggy Harper, a dancer and choreographer who had travelled to Nigeria to study the forms of traditional West African dance. Harper resided in Nigeria from 1963 to 1978, working first in the drama department and the institute of Africa studies at the University of Ibadan and then at the University of Ife.

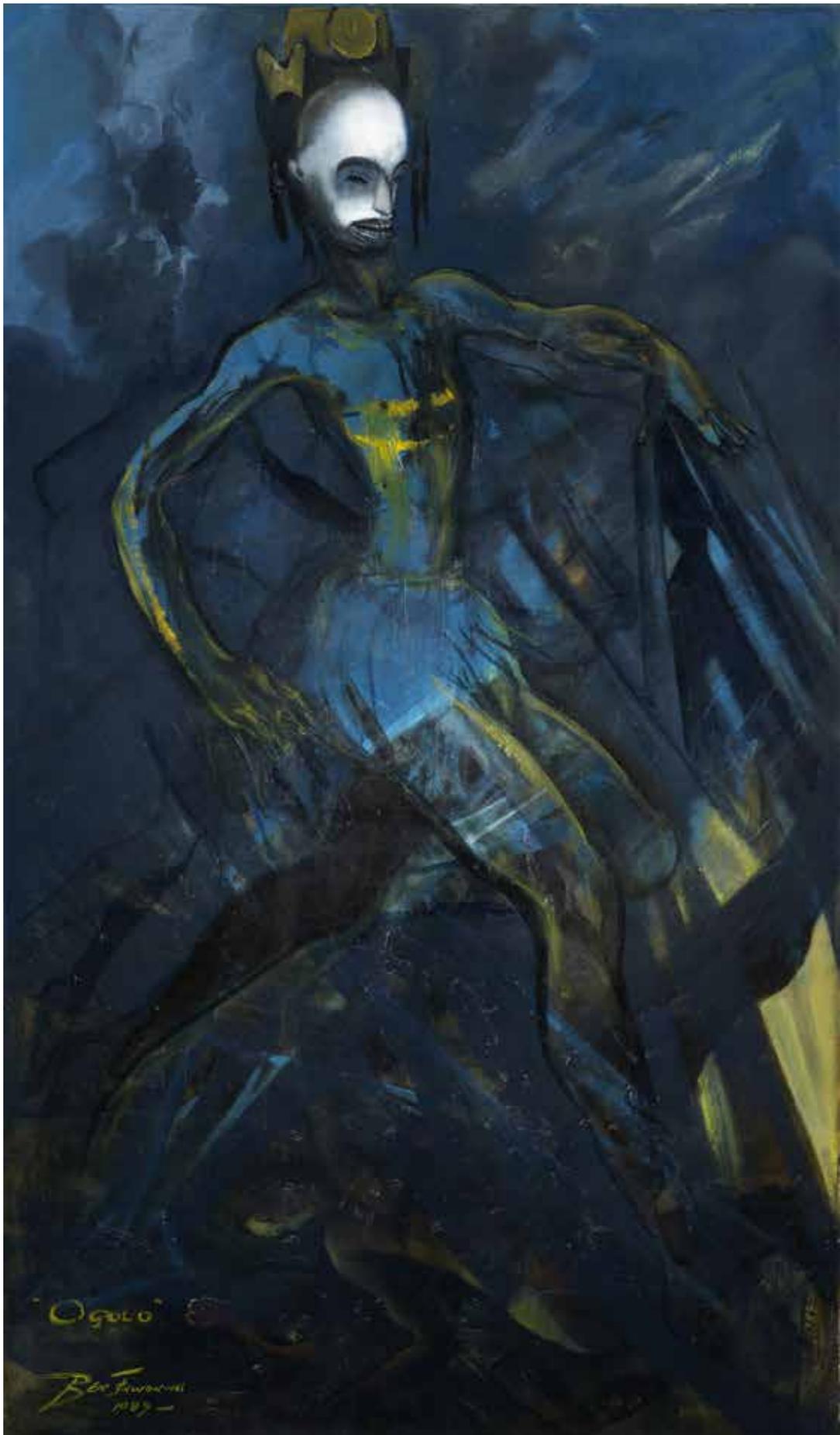
Enwonwu sympathized with Harper's desire to preserve the region's traditional ceremonies. Whilst she incorporated elements into her own performances, combining traditional sequences with contemporary western staging techniques, Enwonwu's paintings from the period provide a visual equivalent.

Bibliography

S.O. Ogbachie, *Ben Enwonwu: the Making of an African Modernist*, (Rochester, 2008), p.198.



'Spirit of Ogolo', sold in our saleroom in May 2016 for £218,500 (including premium).



Landscape

Enwonwu made a habit of documenting his physical environment wherever he travelled. During his tenure as Professor of Fine Arts at the University of Ife (1971-1975), he frequently made sketching trips to the surrounding countryside. These drawings would be translated into larger compositions when he returned to his studio.

Lot 68 exemplifies the artist's tendency to select views that were of personal significance. This painting depicts the forest of Idemili, which he visited in the early 1970s. The work was given to a resident who he had befriended.

Enwonwu commented on the 'personality' of his landscapes:

"Trees can look like human beings, gigantic and resplendent in the African sunshine. This fits with my concept of black against light."
(Ben Enwonwu)

68 *

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

Forest, Idemili

signed 'Ben Enwonwu' (lower left) and titled 'Idemili - Ulas'

(lower right); inscribed '38' (verso)

oil on canvas

75 x 84cm (29 1/2 x 33 1/16in).

£20,000 - 30,000

\$26,000 - 39,000

€22,000 - 33,000

Provenance

Acquired from the artist by a private collector, early 1990s.

By direct descent to present owner.



68

69

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

A forest road'

oil on canvas laid to board

44 x 30.5cm (17 5/16 x 12in).

£10,000 - 15,000

\$13,000 - 19,000

€11,000 - 17,000

Provenance

Gifted to Mr. Titus Oluseye Ejiwunmi by the artist, circa 1970.

By descent to current owner.

Titus Ejiwunmi first encountered Ben Enwonwu in the late 1940s in Umuahia. The two met again in the early 1970s whilst they were both working in Ife, Ejiwunmi as an administrator and Enwonwu as a lecturer. They quickly struck up a friendship. It was during this period that the artist gifted Ejiwunmi the above painting.



69

Sculpture

It was in his father's workshop that Enwonwu was first exposed to the creative process. As a child, he watched his father carve staffs, ceremonial stools, masks and other ritual objects for fellow Ozo members. Enwonwu inherited his father's tools when he died in 1921, and taught himself to carve in the traditional Igbo fashion.

This early instruction laid the foundation of Enwonwu's aesthetic and continued to be a pivotal influence until his death. In an interview in 1950, he described his artistic identity thus:

"I am essentially a sculptor and it is in this art that I feel I can talk to any artist, no matter what race or colour.

Having studied European art in one of the best art colleges in the world, that Slade, and my father being once a sculptor when he lived, I have the good fortune to twist the wood, stone and bronze to obey my feelings. Whatever be the neo-African culture today, the art should express it and should employ all the native and acquired means that are possible." (Ben Enwonwu, Harmon Foundation interview 1950)

As this statement reveals, Igbo traditions were not only influential in shaping Enwonwu's personal creative voice, they also symbolised Nigeria's unique cultural heritage. Following independence, the artist was appointed cultural supervisor by the newly elected government. His task was to forge an aesthetic that celebrated the national identity:

"When I use the pure art form of my father's images and I use my experience, academic knowledge, and my political motivations, I... arrive at a point where realism and symbolism can meet. That to me is art. What will result and survive is the continuation of the aspirations of African people, their dignified way of life, their beliefs, their dreams, and their yearnings for intrinsic lasting values that are encapsulated in the new form." (Ben Enwonwu, quotation courtesy of the Ben Enwonwu Foundation)



The artist working on The Daily Mirror Sculptures

70

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

Portrait of a young man
signed and dated 'BEN ENWONWU/ 52' (to nape of neck)
wood
27 x 10 x 14cm (10 5/8 x 3 15/16 x 5 1/2in).

£12,000 - 18,000

\$15,000 - 23,000

€13,000 - 20,000

Provenance

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

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

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



(reverse)

71 *

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

Fulani Girl

bears exhibition label inscribed 'Fulani Girl/ ebony' (to base)

ebony

152 x 18cm (59 13/16 x 7 1/16in).

£40,000 - 60,000

\$52,000 - 77,000

€44,000 - 66,000

Provenance

A private collection, Lagos.

Exhibited

Lagos, Nigerian National Museum, *The Art of Ben Enwonwu: a retrospective*, July 1991.

"I can carve with greater joy when I am interpreting in wood or stone my idea of human form and anatomy as can be imaged in forms of such media as stone or wood. This is one of the reasons I like the elongated sculptures." (Ben Enwonwu, quotation courtesy of the Ben Enwonwu Foundation)



72 *

**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).

£15,000 - 20,000

\$19,000 - 26,000

€17,000 - 22,000

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.





73 *

EL ANATSUI (GHANAIAN, BORN 1944)

Untitled

initialled and dated 'EL 94' (lower left plank 12)

painted and incised wooden planks

61 x 159cm (24 x 62 5/8in).

(in 16 pieces).

£20,000 - 30,000

\$26,000 - 39,000

€22,000 - 33,000



74

ALMIGHTY GOD (GHANAIAN, BORN 1950)

'Nana Kwabena Owusu' (1992)
 signed and dated 'ALMIGHTY GOD/ARTWORKS KWAME - JUNE/
 K51' (lower left); bears Saba Saba Collection, Verona Italy' (verso)
 oil on plywood
 122 x 69cm (48 1/16 x 27 3/16in).

£3,000 - 5,000
 \$3,900 - 6,500
 €3,300 - 5,500

Born in Kumasi in 1950, Kwame Akoto (later known as Almighty God) demonstrated a facility for drawing from an early age. When he was only fifteen, the artist was employed by two local painters who taught him the techniques of sign painting, creating advertisements for taxis and lorries. Following this apprenticeship, Akoto set up his own workshop in the mid-seventies in bustling heart of Kumasi.

At this time, the artist embraced Christianity. He joined a Pentecostal sect known as the House of Faith Ministries and became a fervent preacher as well as a renowned healer. It was at this point that Kwame Akoto began to refer to himself as Almighty God, the name with which he signs all his works.

In 2006 Almighty God held a solo exhibition at Alliance Française in Accra. His work was also featured in Susan Vogel's contemporary African art exhibition titled *Africa Explores*.

The current lot bears an inscription along the top margin:

"Nana Kwabena Owusa, Edwesohene, Ashanti, dressed in his batarikese, a smock decorated with ornamented talismans, with its corresponding hat and neck-wear, with a sepo knife in his mouth holding a gun."

The Sepo is a small knife traditionally used for execution, one of the six state swords of the Asantehene (the traditional ruler of the Kingdom of Asante).



75

75
ABLADE GLOVER (GHANAIAN, BORN 1934)
Blue Forest
signed and dated 'Glo/ 93' (lower left)
oil on canvas
74.5 x 74.5cm (29 5/16 x 29 5/16in).

£4,000 - 6,000
\$5,200 - 7,700
€4,400 - 6,600



76

76
ABLADE GLOVER (GHANAIAN, BORN 1934)
Profiled II
signed and dated 'Glo 85' (lower left); titled (verso)
oil on canvas
74 x 61cm (29 1/8 x 24in).

£2,500 - 3,500
\$3,200 - 4,500
€2,800 - 3,900

77 TP

ISMAEL KATEREGGA (UGANDAN, BORN 1980)

Buikwe fishing boats
signed and dated '©Kateregga 2018' (lower right);
inscribed with artist's name and contact details (verso)
oil on canvas
150 x 200cm (59 1/16 x 78 3/4in).

£3,000 - 5,000

\$3,900 - 6,500

€3,300 - 5,500

Provenance

Acquired directly from the artist by the present owner,
2018.



77

78

RICHARD ONYANGO (KENYAN, BORN 1960)

Leyland Clydesdale
signed and dated 'Richard/ Malindi Kenya 1999'
(lower right); 'LEYLAND CLYDESDALE/ BEGINING
(sic) OF DOUBLEDECK/ DESIGN BY M. SADIQ
MIRZA/ 1986 MODEL' (lower left)
oil on canvas
118 x 158cm (46 7/16 x 62 3/16in).

£3,000 - 5,000

\$3,900 - 6,500

€3,300 - 5,500



78



79

SOKARI DOUGLAS CAMP (NIGERIAN, BORN 1958)

Brindisa Minapu (Sisters), 2017

welded steel and Brindisa tin

55 x 31 x 40cm (21 5/8 x 12 3/16 x 15 3/4in).

£3,000 - 5,000

\$3,900 - 6,500

€3,300 - 5,500

Although Sokari Douglas Camp is better known for her life-size steel figures, this small sculpture reveals her technical facility and mastery of her medium. The intricacy of the two women's skirts and their finely-wrought fingers are the work of an expert welder. There is a delicacy to the figures that defies the hard metallic properties of the material.

The sculpture depicts two sisters. Their torsos are constructed from tins of Brindisa olive oil. These tins echo the oil barrels from which Douglas Camp's larger works are made. Oil and its extraction is a recurring motif in her 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.

These sisters, constructed from olive oil tins, present the viewer with a rather more optimistic vision than the large oil can sculptures. This is a renewable energy resource that sustains humans and animals alike. This life-affirming message is reinforced by the physical and emotional closeness of the women; the figure on the right drapes a protective arm around her sister.



(side view)

80 *

ADEJOKE TUGBIYELE (AMERICAN/NIGERIAN, BORN 1977)

'Ancestral Call' (2018)

plastic sunglasses, skull, palm spines, tempera paint, spray paint, wire
63 x 24 x 28cm (24 13/16 x 9 7/16 x 11in).

£3,000 - 5,000

\$3,900 - 6,500

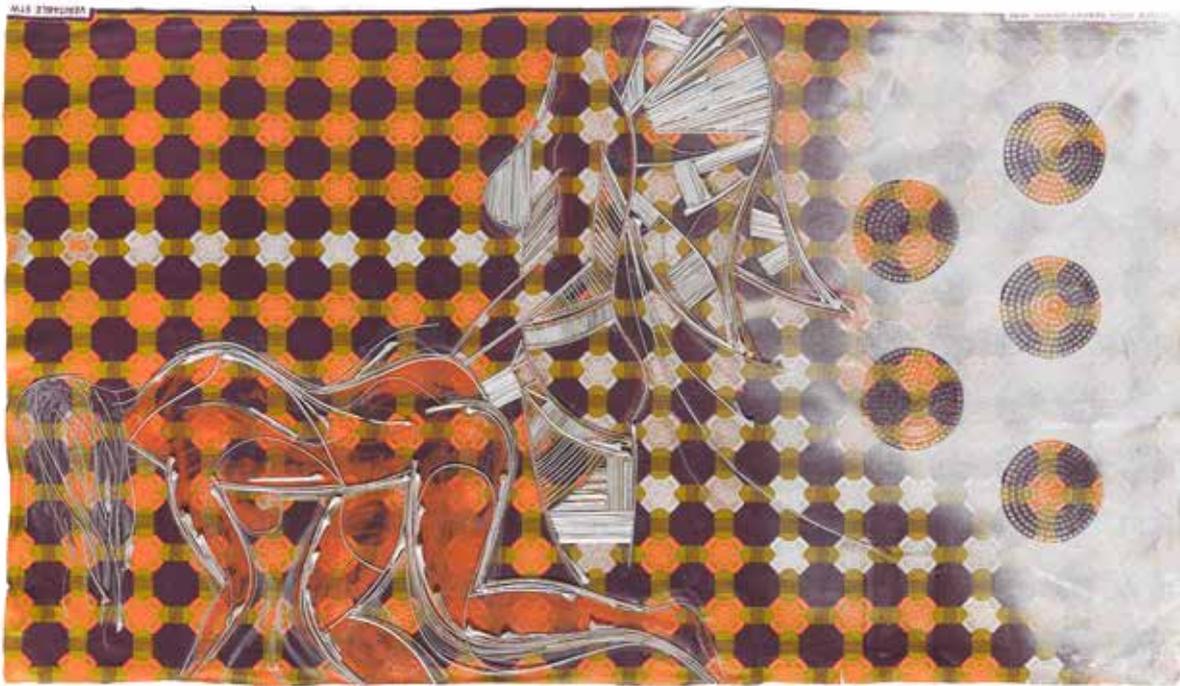
€3,300 - 5,500

When asked to comment on the inspiration behind this installation, the artist made the following statement:

"Those who were living, yet now passed, continue to inform us. We are guided in our consciousness by their memory and legacies in making wise decisions for the present and future. My ancestral lineage of the Yoruba and indeed other African cultures spend abundant resources

and effort celebrating this concept through festivals, masquerade and performance. One might also consider rituals like Cinco de Mayo and the conception of The Saints in the religious realm, among others. In *Ancestral Spirits*, I re-appropriated the oil funnel (commonly associated with material wealth and exploitation) and adorned it with vividly coloured palm spines (traditionally associated with the Christian feast, Palm Sunday). The headdress is both a royal crown and symbol of spiritual devotion: the spines point up towards the heavens, reminding us of supernatural forces or guardian spirits.

Although the work was initially inspired by my late grandfather, Prof. (Chief) Emmanuel Akande Tugbiyele, I write this statement at a time when the world mourns great figures like Aretha Franklin and Kofi Annan. In addition, the lives of those lost in the wake of violence remind us of how precious life is and the love, reverence, respect and humility we must demonstrate towards fellow human beings. *Ancestral Call* accepts death not as an ending but as a transition with broader lessons and implications for the living."



81

81

ADEJOKE TUGBIYELE (AMERICAN/NIGERIAN, BORN 1977)

Light Beam (2017)

palM spines, pastel and spray paint, on Dutch wax fabric
51.5 x 91cm (20 1/4 x 35 13/16in).

£3,000 - 5,000

\$3,900 - 6,500

€3,300 - 5,500



82

82

VIYÉ DIBA (SENEGALESE, BORN 1952)

Composition in Tension, 2002

signed twice 'Viyé 2002/ Viyé 2002' (verso)

acrylic, cloth, wood

70 x 51cm (27 9/16 x 20 1/16in).

£3,000 - 5,000

\$3,900 - 6,500

€3,300 - 5,500

Diba attended the National Arts School in Dakar between 1973 and 1980, receiving degrees in fine arts and arts education. He then pursued his post-graduate education in Nice, France. Currently a professor at the National School of Fine Arts in Dakar and president of the national artists' association, Diba has exhibited widely in France and Germany. He participated most recently in the Dakar and Johannesburg Biennals and had his first solo exhibition in New York in 1999.

Diba's artwork consists of vibrant, abstract canvases from whose richly textured surfaces emerge a variety of simple geometric patterns and evocative forms. Diba eschews imported canvases and oil paints in favor of local materials, making his canvases out of locally woven fabrics. Diba layers his surfaces with a range of materials, including strips of cloth of differing densities and discarded objects found in and around his studio in Dakar.

While employing everyday objects and referencing such rich cultural traditions such as textiles and fabric weaving, Diba's process results in beautifully rendered abstractions that defy easy categorization. Indeed, Diba achieves the difficult task of harnessing these diverse formal elements into cohesive, complex surfaces that are also highly sculptural, exhibiting a three-dimensionality that at times tests the very boundaries of painting, and locates his works somewhere on the threshold between painting and sculpture.



83 *TP

VINCENT MICHEA (FRENCH, BORN 1963)

Untitled No.264, 2013

acrylic on canvas

182 x 130cm (71 5/8 x 51 3/16in).

£5,000 - 8,000

\$6,500 - 10,000

€5,500 - 8,800

Provenance

Jack Bell Gallery, 2013

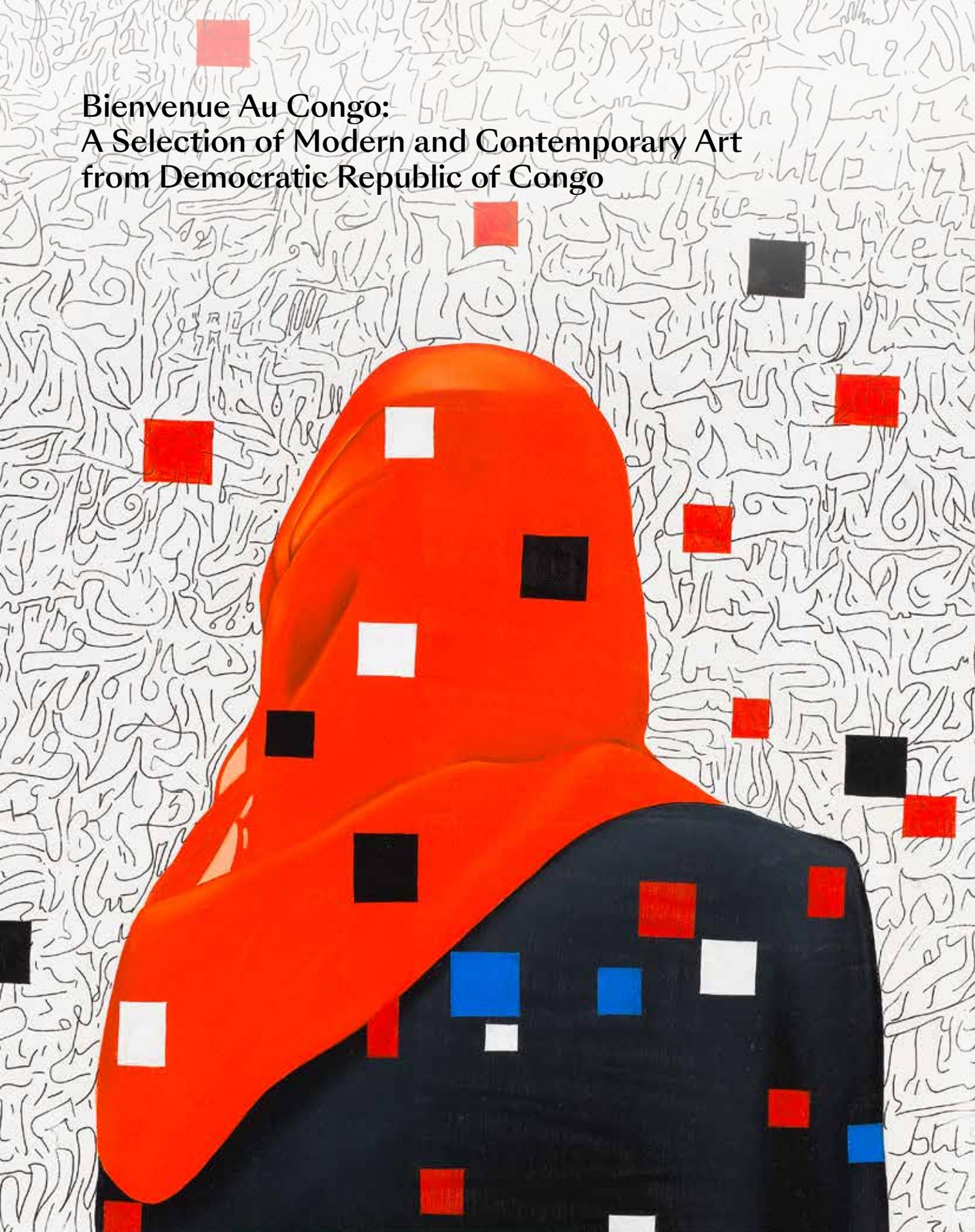
Exhibited

London, Saatchi Gallery, *Pangea: New Art From Africa and Latin America*, 2014.

Literature

Pangea: New Art From Africa And Latin America, Publish by Saatchi Gallery, London, 2014, p.104

**Bienvenue Au Congo:
A Selection of Modern and Contemporary Art
from Democratic Republic of Congo**





84

KIBWANGA MWENZE (CONGOLESE, BORN 1925)

A couple cooking fish

signed and dated 'Mwenza Kibwanga/ 70' (lower right)

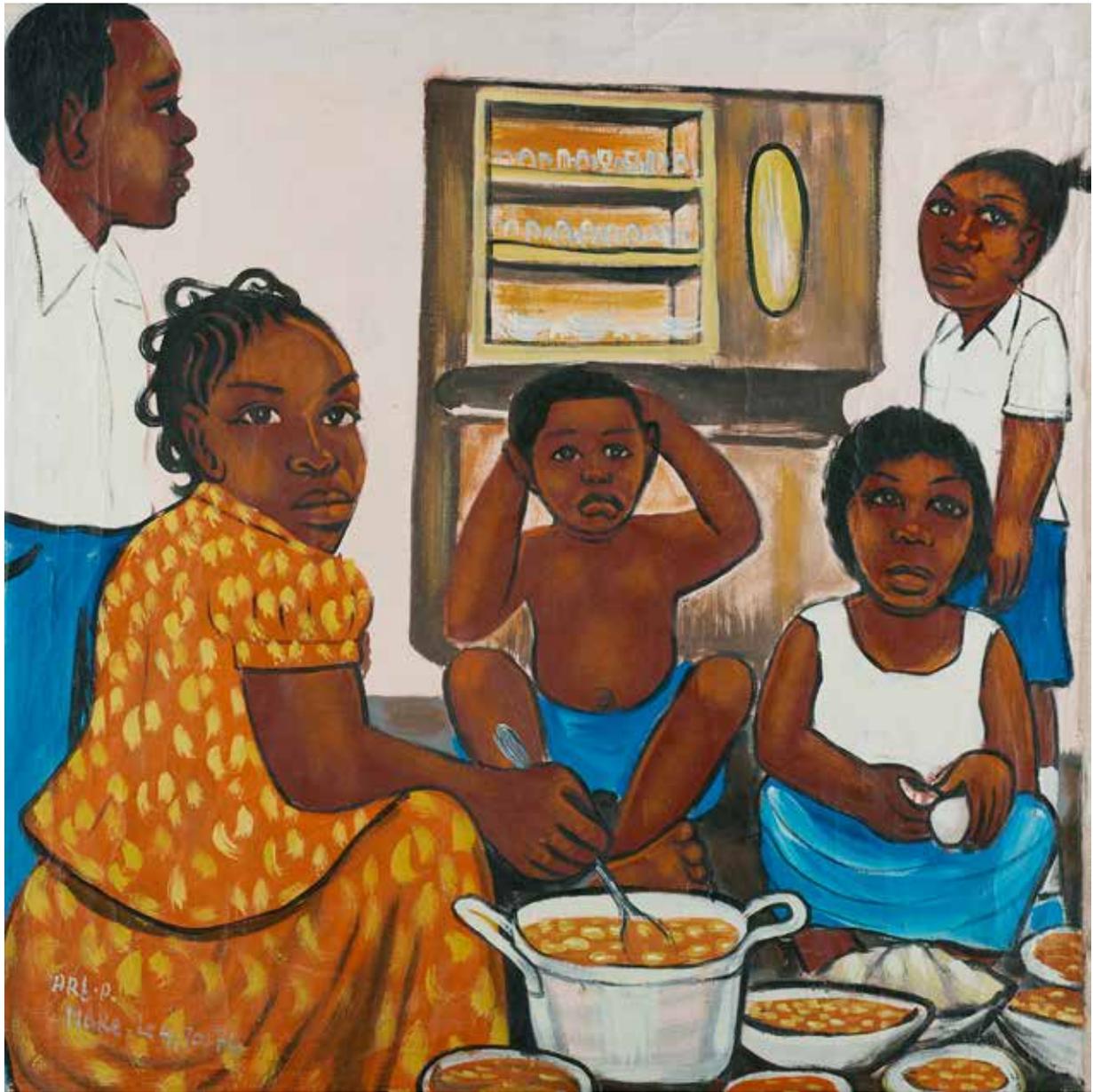
oil on canvas

74.5 x 93.5cm (29 5/16 x 36 13/16in).

£3,000 - 5,000

\$3,900 - 6,500

€3,300 - 5,500



85

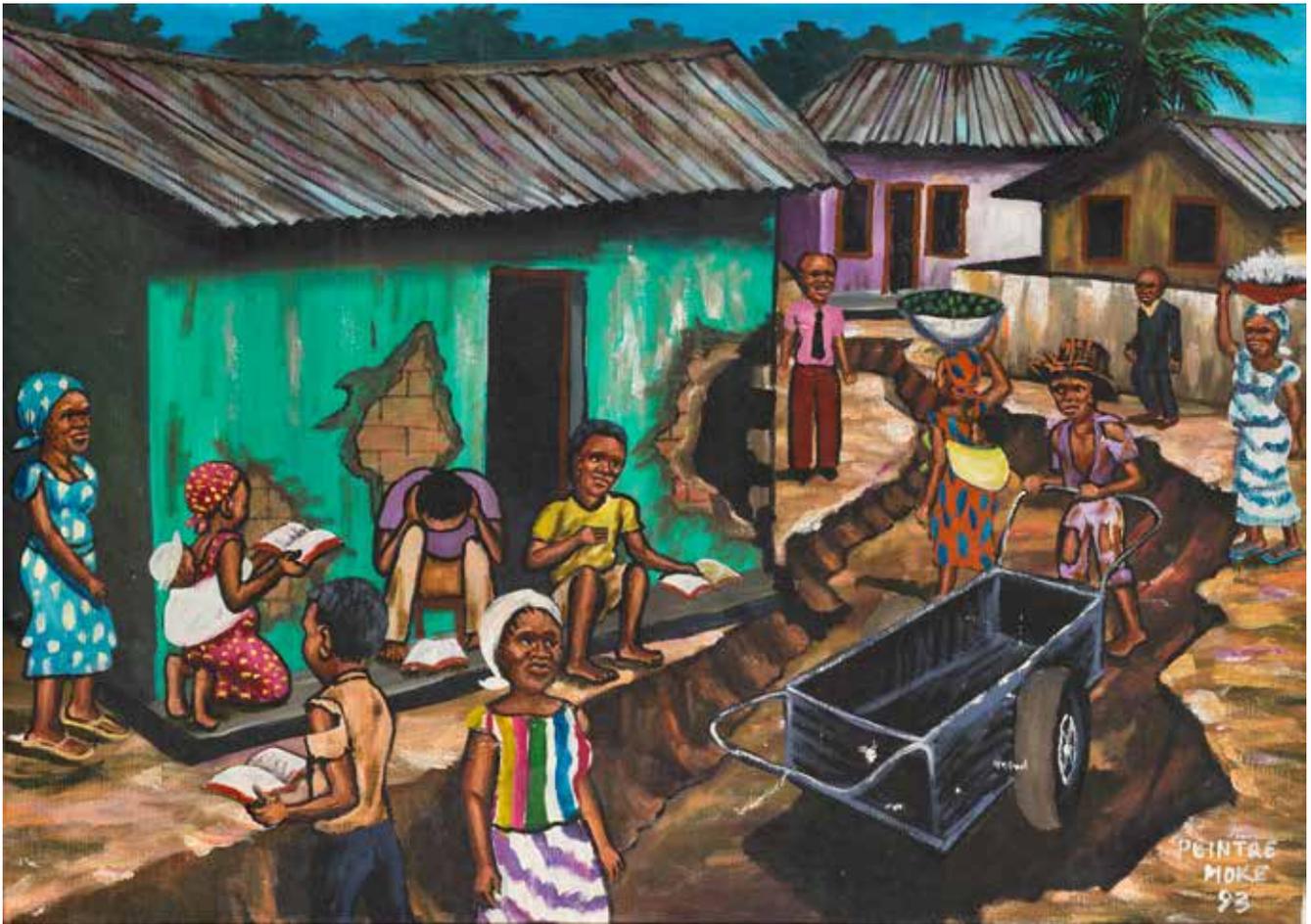
MONSENGWO KEJWAMFI "MOKE"
(DEMOCRATIC REPUBLIC OF CONGO, 1950-2001)

A family meal
signed and dated 'Art. P. Moke. 4/10/76'
oil on canvas
90 x 90cm (35 7/16 x 35 7/16in).

£3,000 - 5,000

\$3,900 - 6,500

€3,300 - 5,500



86

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

Untitled

signed and dated 'PIENTRE/ MOKE/ 93' (lower right)
 oil on canvas

62.5 x 88cm (24 5/8 x 34 5/8in).

£3,000 - 5,000

\$3,900 - 6,500

€3,300 - 5,500

Born in Bandundu province, Moké was one of the founding members of a new style referred to as 'Popular Painting'. An autodidact, Moké had no formal artistic training. His early works were executed on discarded cardboard. However, his vibrant and dynamic depictions of life in the capital soon captured the public's imagination.

In 1965, he painted a scene of General Mobutu (president of the DRC, 1965-1997), leading a parade commemorating Independence Day. The composition was positively received, and enabled Moké to

pursue his artistic career full-time. He set up a studio at the crossroads of Kasa Vubu and Bolobo avenues, where he worked alongside a number of billboard designers and advertising artists. Moké's painting style reached full maturity in this environment, influenced by the designers' use of bold colours and caricature.

Moké's paintings were inspired by his own experiences of living in Kinshasa. They depict groups of youths in bars, bustling street scenes, the flamboyant posturing of the city's fashionable 'sapeurs'. The art historians, Enwezor and Okeke, describe Moké as a "veritable visual journalist", with an eye for the "pictorial thrill of mundane experience, of the urban folk, or the spectacular performance of official pageantry".

Moké and his fellow Popular Painters differ markedly from their post-colonial counterparts in Nigeria, Dakar and Kenya. These artists from Kinshasa emerged from a non-radical political discourse; their paintings engage with social issues with humour, their aesthetic drawn from their local visual cultures. Curator Okwui Enwezor describes Kinshasa's Popular Painting as "one of the most important instances of social and political engagement by contemporary African artists."



87

CAMILLE-PIERRE PAMBU BODO
(DEMOCRATIC REPUBLIC OF CONGO, 1953-2015)

Femme surchargées
 signed and dated 'Art Bodo/ 2012' (lower right)
 oil on canvas
 101 x 81cm (39 3/4 x 31 7/8in).

£3,000 - 5,000
 \$3,900 - 6,500
 €3,300 - 5,500

Pasteur Bodo Pambu was born in 1953 in Mandu, Democratic Republic of Congo. Along with his contemporaries, Moke and Chéri Samba, Bodo pioneered a new artistic style that they referred to as 'Popular Painting'. This aesthetic was inspired by the young artists' experiences of living and working in the capital, Kinshasa, a hub of commerce and fashion. The artists communicate the thrum of the city through the use of vibrant colours and bold black outlines. The incorporation of speech bubbles and text is drawn from the advertising billboards plastered to the sides of taxis, buses, shop fronts. Bodo's

scenes do not require 'decoding'; they are not the product of an art academy, and do not reference previous traditions. These 'popular paintings' are designed to appeal to the residents of Kinshasa. They are 'of the people, and for the people'.

Bodo's desire to create accessible art was partly a result of his utopian vision. He believed that the artist had a philanthropic duty; through his work he could help to bring about social reform through consciousness raising. In 1980, he converted to Christianity, and became a pastor of the Pentecostal church. In an interview from the early 1990s, Bodo outlined his artistic mission:

"to express my major personal ideas and have more impact. My goals being: the improvement of life, and of visible things, and to share my dreams of a better world."

His paintings are often satirical, exposing Kinshasa's residents to their own foibles; the vanity of the fashionable-conscious 'sapeurs', the corruption of the police and politicians, the folly of superstition and sorcery. In making his viewers aware of their weaknesses, Bodo's work guide us toward self-improvement.



88

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

Sapeur

signed and dated 'Art Bodo/ 2006' (lower left)

oil on canvas

92 x 73cm (36 1/4 x 28 3/4in).

£2,500 - 3,500

\$3,200 - 4,500

€2,800 - 3,900



89

CHERI CHERIN (DEMOCRATIC REPUBLIC OF CONGO, BORN 1955)

Les pensionnaires des paradis artificiels
 signed and dated 'Cheri Cherin/ 2016' (lower right)
 oil on canvas
 112 x 135cm (44 1/8 x 53 1/8in).

£3,000 - 5,000
 \$3,900 - 6,500
 €3,300 - 5,500

Joseph Kinkonda, better known by his artistic name Chéri Cherin, was born in Kinshasa in 1955. In the 1970s, Cherin studied at the Academie des Beaux Arts in Kinshasa under the Austrian ceramicist, Peter Weihs. During this period, the city experienced a creative

explosion. A young and charismatic artist by the name of Kester Emeneya coined a term to describe the new generation of creatives: 'SAPE' (Society of Atmosphere-Creators and Elegant Personalities). Cherin was one of the most prominent members.

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



90

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

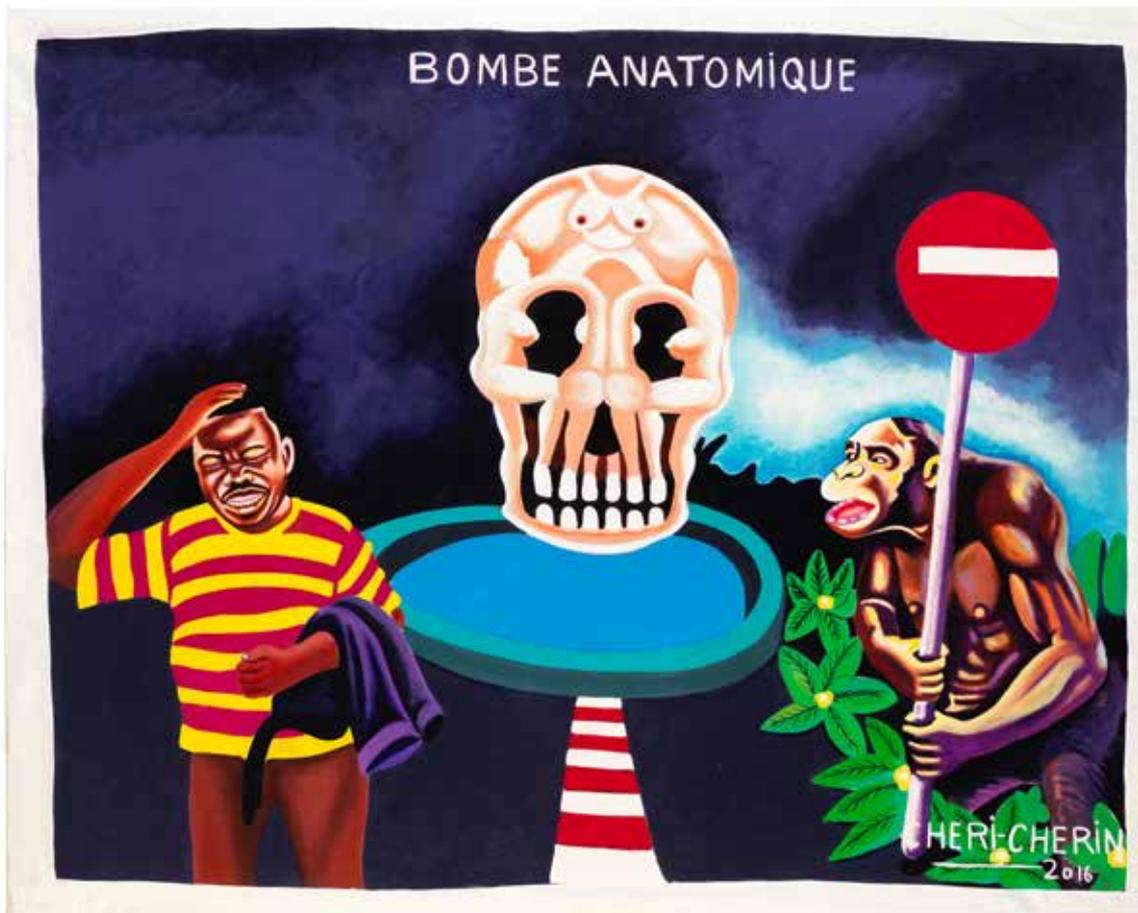
'Les tenants du titre'
signed and dated 'CHERI-CHERIN/ -2017' (lower right)
oil on canvas

118 x 99.5cm (46 7/16 x 39 3/16in).

£3,000 - 5,000

\$3,900 - 6,500

€3,300 - 5,500



91



92

91
**CHERI CHERIN (DEMOCRATIC REPUBLIC OF CONGO,
 BORN 1955)**

Bombe Anatomique
 signed and dated 'Cheri Cherin/ 2016' (lower right)
 oil on canvas
 124 x 158cm (48 13/16 x 62 3/16in).

£3,000 - 5,000
 \$3,900 - 6,500
 €3,300 - 5,500

92
**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).

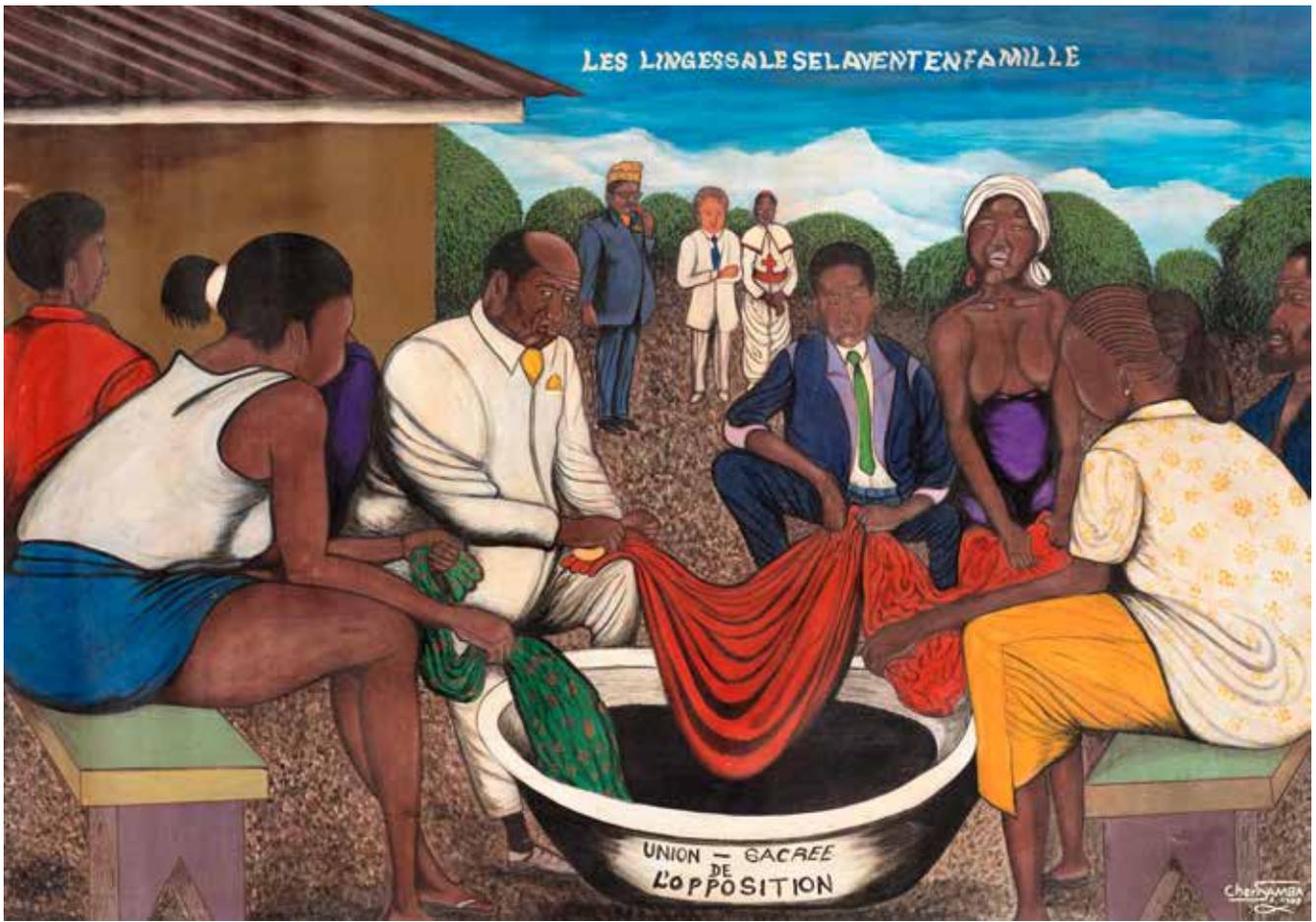
£2,000 - 3,000
 \$2,600 - 3,900
 €2,200 - 3,300

Provenance

Purchased directly from the artist by the current owner.

Exhibited

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



93

CHÉRI SAMBA (DEMOCRATIC REPUBLIC OF CONGO, BORN 1956)

Union - Sacree De L'Opposition
 signed and dated 'CHERI SAMBA/ F.1999' (lower right)
 oil and glitter on canvas
 99.5 x 144cm (39 3/16 x 56 11/16in).

£15,000 - 20,000
 \$19,000 - 26,000
 €17,000 - 22,000

Provenance

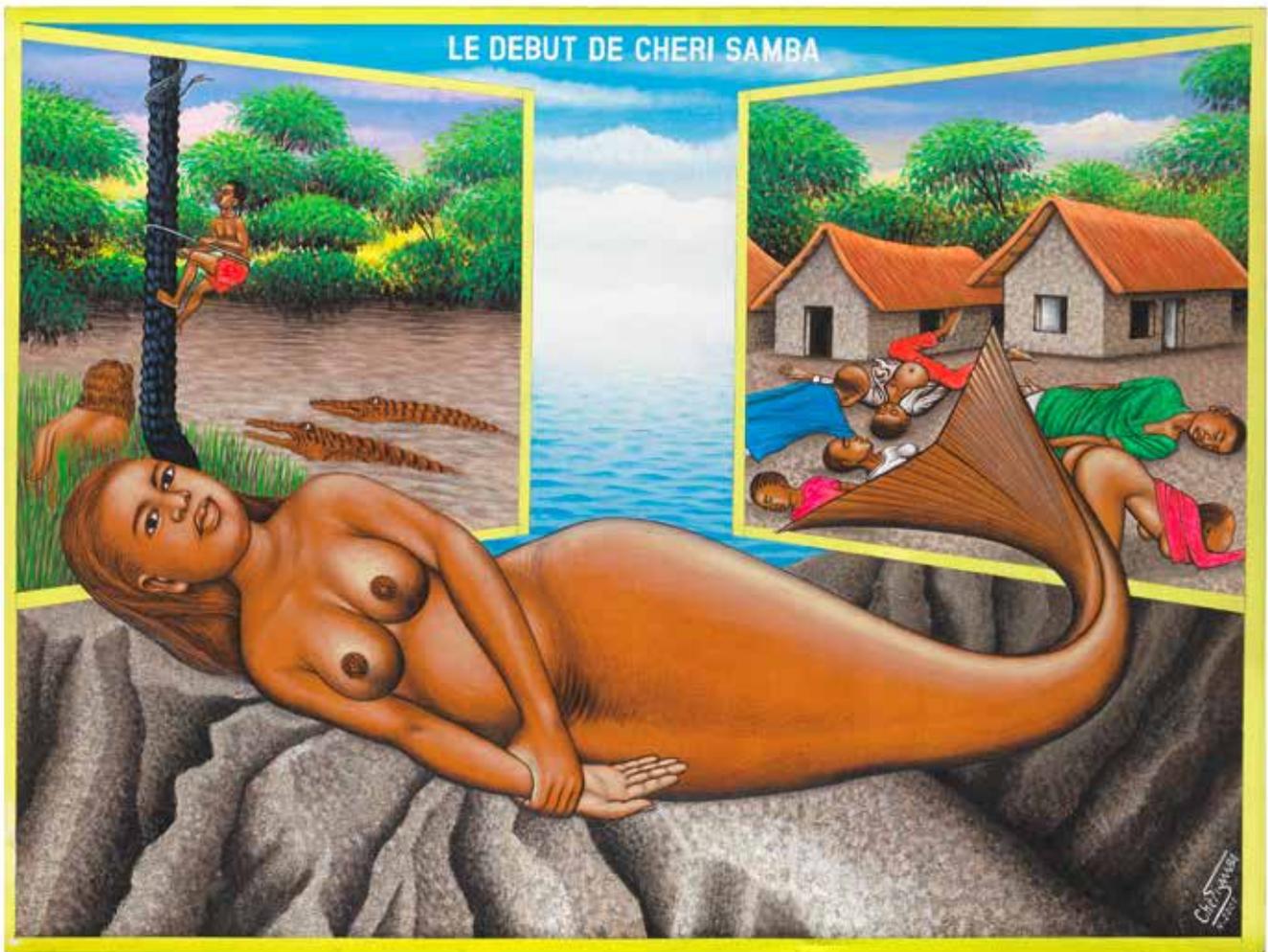
Purchased from Dr Klaus-Jochen Krüger in 2013.
 A private collection, Germany.

Chéri Samba left his home village of Kinto M'Vuila in 1972 aged 16. He travelled to Kinshasa where he was employed as a draughtsman for an advertising agency. Billboards across the city sported works by self-

taught artists such as Bodo, Mass, Cherin and Moke. These painters greatly influenced the young Samba. However, he soon differentiated himself by incorporating text in his work. He later described this as the 'Samba signature':

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

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



94

CHÉRI SAMBA (DEMOCRATIC REPUBLIC OF CONGO, BORN 1956)

'Le debut de Cheri Samba'

signed and dated 'Cheri Samba/ N. 2001' (lower right)

acrylic on canvas

81 x 108.5cm (31 7/8 x 42 11/16in).

£20,000 - 30,000

\$26,000 - 39,000

€22,000 - 33,000

Provenance

Collection of Jean Pigozzi.

With Galerie Damasquine.

Collection of Phillippe Paul Suphacheerak.



95

MONSENGO SHULA (DEMOCRATIC REPUBLIC OF CONGO, BORN 1959)

Utopia

signed and dated 'Shula/ 2012'

oil on canvas

113 x 134cm (44 1/2 x 52 3/4in).

£3,000 - 5,000

\$3,900 - 6,500

€3,300 - 5,500

More commonly known by his artistic alias, 'Shula', Jean-Bosco Monsengo began his artistic training under the tutelage of Moke, one of the pioneers of Kinshasa's Popular Painting school that emerged in the wake of Zaire's independence.

Shula's narrative scenes are inspired by daily life, but contain a satirical edge. The works lampoon the figures they depict; social issues like political injustice and overpopulation are shown to be the consequences of greed, ignorance and neglect.

These themes are also at the heart of his teacher, Moke's work. But Shula sets himself apart through his distinctive acid colour palette. His work has been included in a number of highly regarded international exhibitions including *Kin-Babi* at Galerie Cécile Fakhoury in Abidjan in 2013–2014, and more recently, in *Beauté Congo – 1926-2015 – Congo Kitoko*, at Fondation Cartier pour l'art contemporain in Paris.



96 *

KIRIPI KATEMBO (CONGOLESE, 1979-2015)

'Attendre' from the series 'Un Regard'
photographic print on barite paper, 1 of 3
60 x 90cm (23 5/8 x 35 7/16in).

£10,000 - 15,000

\$13,000 - 19,000

€11,000 - 17,000

Kiripi Katembo is a multi-disciplinary artist, whose oeuvre encompasses film, photography and installation.

Following his graduation from the Fine Arts Academy of Kinshasa, Katembo directed and filmed his first experimental film in 2008 using his mobile phone: *Voiture en Carton*. This film was selected for the Pocket Film Festival held at the Centre Pompidou in Paris.

Along with his workshop, Katembo formed an association of young photographers and directors (YEBELA). One of the first works to be created was Katembo's photographic series, *Un Regard* (2008-9). It depicts the residents and streets of Kinshasa as seen by the artist. Katembo's use of his mobile phone and portable cameras allow him to document the political instability and economic need in his home city, without infringing the government's legislation on censorship.

The series can be understood as photojournalism, but they are also images of great beauty. *Attendre* captures the ephemeral reflection of one of the city's resident's in a puddle.

The series was exhibited to great critical acclaim at the second edition of Picha Encounters, at the Biennale de Lubumbashi in 2010.



97 *

**EDDY KAMUANGA ILUNGA
(DEMOCRATIC REPUBLIC OF CONGO)**

Voile, 2014

acrylic on canvas

120 x 100cm (47 1/4 x 39 3/8in).

£10,000 - 15,000

\$13,000 - 19,000

€11,000 - 17,000

Provenance

Acquired by the present owner directly from the artist, 2014.

Exhibited

London, Saatchi Gallery, *Pangaea II: New Art From Africa and Latin America*, 2015.

Literature

Pangaea II: New Art From Africa And Latin America, Publish by Saatchi Gallery, London, 2015, p.98-99

The proceeds of lots 98 to 105 will benefit the Charities Malaika and Amade Mondiale



98 TP

BERS GRANDSINGE (DEMOCRATIC REPUBLIC OF CONGO, BORN 1955)

'Cinq Camarades'

signed and dated 'BERS, 2013/ No: 1/1' (lower right)

inkjet print on canvas

100 x 420cm (39 3/8 x 165 3/8in).

£3,000 - 5,000

\$3,900 - 6,500

€3,300 - 5,500

99 * TP

FREDDY TSIMBA (DEMOCRATIC REPUBLIC OF CONGO, BORN 1967)

Centre fermé, rêve ouvert

welded spoons and recovered metal

278 x 147 x 92cm (109 7/16 x 57 7/8 x 36 1/4in).

£7,000 - 10,000

\$9,000 - 13,000

€7,700 - 11,000

Freddy Tsimba was born in Kinshasa, Democratic Republic of Congo, in 1967. He attended Beaux Arts de Kinshasa in 1989 where he studied Monumental Sculpture, followed by a five-year apprenticeship with a master blacksmith. He continues to live and work in the capital, drawing inspiration from the city and its inhabitants.

Tsimba is at the forefront of emerging Congolese artists who are using their influential creations to bring light to Africa's political challenges.

Freddy Tsimba constructs his sculptures using an array of materials including bullet casings, bottle-tops, spoons, keys and even machetes. By incorporating instruments of destruction into his work, his pieces reference the Democratic Republic of Congo's war-torn history and recent political crises. His artworks highlight the tragedies of war, but the creative potential of these objects also suggest the possibilities for his country's regeneration; new life can be born from destruction.



Freddy Tsimba has exhibited all over the World including New York, Paris, and Brussels. He held his first solo exhibition at Beaux Arts in London earlier this year.

Tsimba describes the inspiration for this particular piece came from a personal experience in 2012. Due to a misunderstanding regarding his visa at Brussels Airport, the artist was incarcerated in the airport jail at Zaventem for 10 days. Here he encountered many people of different nationalities:

"I had nightmares ... Upon being sent back to Congo, my passport was confiscated in Kinshasa (by the Migration Authorities) for a year I do not could not travel out of Congo. I was in a bad place during this period. In order to heal myself, I started this work and I currently have made 45 of such characters: children, men and women, all in humiliating positions so to denounce their abuse and these injustices."



100 * TP

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

La Ramasseuse De Mains Coupées (2014),
signed and dated 'Aime Mpane 2014' (lower right)
wooden mosaic
208 x 158cm (81 7/8 x 62 3/16in).

£15,000 - 20,000

\$19,000 - 26,000

€17,000 - 22,000

Following a period at the Fine Arts Academy of Kinshasa, Mpane continued his studies at the prestigious La Cambre National School of Visual Arts in Belgium, where he graduated with a master degree in painting. Although his studio is based in Brussels, he remains deeply attached to his place of birth, making regular visits to Kinshasa.

Many of Mpane's works explore the legacy of colonialism on the DRC. 'La Ramasseuse De Mains Coupees' depicts a scene from 1895, a decade after King Leopold II of Belgium established personal sovereignty over the region, renaming it "the Congo Free State". It tells the story of a young woman forced to work on a plantation gathering rubber. Labourers who failed to meet the quotas set by the Belgian officers were flogged or had their hands severed. This woman cradles her mutilated arms and turns her head to right, staring mournfully at the outline of her disembodied hands.

The history and traditions of the region are written into the very medium of Mpane's artwork. The wooden mosaic has been cut from a thin strip of plywood using an adze, an ancient tool used by Congolese craftsman for centuries. The pieces are held together with fishing net. Despite his formal training as a painter, Mpane states that he prefers the aroma and feel of working with wood.

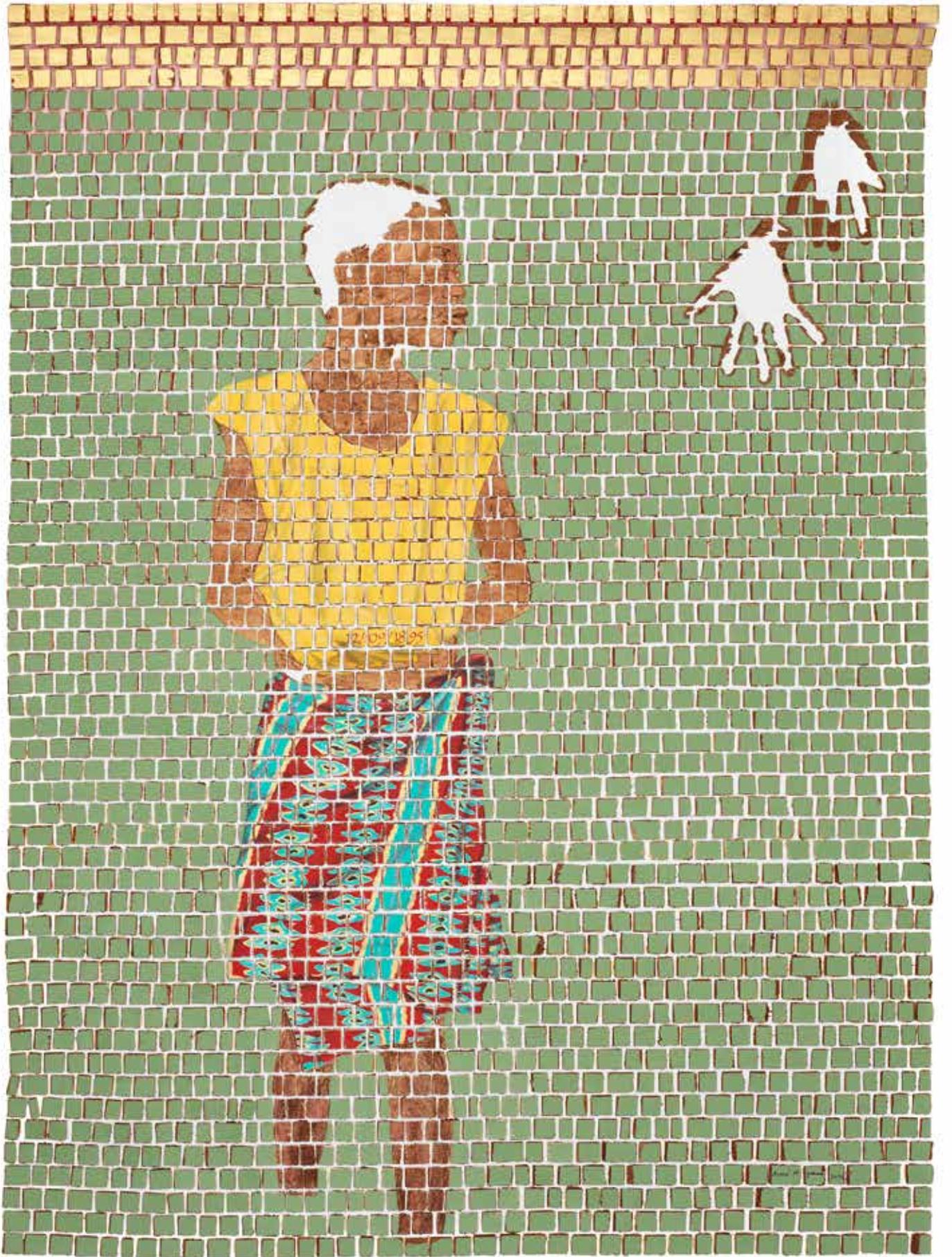
He claims that he was inspired to work with the mosaic format following an afternoon's contemplation of a brick wall across from his studio:

"I break things down to put them back together. I didn't want to choose the form of a painting, preferring instead a planar surface. I like brick walls and reproduce them as 'trompe l'oeil', creating optical illusions. I had the idea of reinventing the mosaic, a technique dating back to antiquity which existed across civilisations, when I was looking at the wall made of small bricks that I stand across from in my studio in Brussels. I made the mosaic malleable, so it could be folded up and transported in a normal suitcase. It is light in structure, but it bears a cosmic message."

The fragmentary nature of Mpane's medium reflects the many cultural influences that have informed the DRC. The work reveals that all aspects of the country's heritage must be remembered if we are to understand its identity, no matter how painful. A comprehensive picture only emerges once all the pieces are brought together.

Mpane has been the subject of solo exhibitions at the Station Museum of Contemporary Art, San Antonio, TX (2007); Museum of Katanga Lubumbashi, Democratic Republic of the Congo (2011); University of Wyoming Art Museum, Laramie, WY (2016); and Mill - Musée Ianchelevici, La Louvière, Belgium (2017). He has also been included in group exhibitions at Glazen Huis Amstelpark, Amsterdam, Netherlands (2010); Fondation d'art contemporain Francés, Paris, France (2013); Los Angeles County Museum of Art, CA (2013); Kemper Museum of Contemporary Art, Kansas City, MO (2015); Brooklyn Museum, NY (2016); and McNay Art Museum, San Antonio, TX (2017). Mpane's work has been collected by public and private institutions in Africa, Europe and the United States including The Brooklyn Museum, NY; Fondation Jean-Paul Blachère, Apt, France; Royam Museum of Central Africa, Tervuren, Belgium; and National Museum of African Art, Smithsonian Institution, Washington, D.C. He was the recipient of the Prix de la Fondation Jean-Paul Blachère at the Dak'Art Biennale, Dakar, Senegal (2006) and was later presented with the Dorothy and Herbert Vogel Award (2012).





101 *

**ZEMBA LUZAMBA (DEMOCRATIC REPUBLIC OF CONGO,
BORN 1973)**

In the Mood

inscribed 'In the Mood/ L.Zemba 2017' (verso)

oil on canvas

111 x 80cm (43 11/16 x 31 1/2in).

£3,000 - 5,000

\$3,900 - 6,500

€3,300 - 5,500

Born in Lubumbashi in 1973, Luzamba spent his formative years in the southeastern part of the Democratic Republic of Congo. Following a violent coup in 1965, General Mobutu's government nationalised most of the country's economic interests, including the copper and diamond mines. Over the next two decades Mobutu appropriated the income from these state acquisitions, amassing an enormous personal fortune. Promotions and privileges were given to the General's favourites, resulting in endemic corruption. Concerned for his future amidst this instability and conflict, Luzamba decided to complete his education in Zaire, enrolling in the Evelyn Hone College of Applied Arts and Commerce.

A pivotal moment for the artist came in 1990, when Mobutu 'unbanned' the Western-style suit and tie to mark the DRC's transition to multi-party democracy. Between 1972 and 1990, Mobutu had prohibited the wearing of suits with a shirt and tie as part of his authenticite programme and to symbolise the country's break with its colonial past. When the legislation was repealed in 1990, Luzamba recalls how his father and grandfather rushed to their attic and brought out the suits they wore before independence. He was struck by the strength of their reaction; for many Congolese people, the Western-style suit symbolised both freedom of expression and a meritocratic free economy.

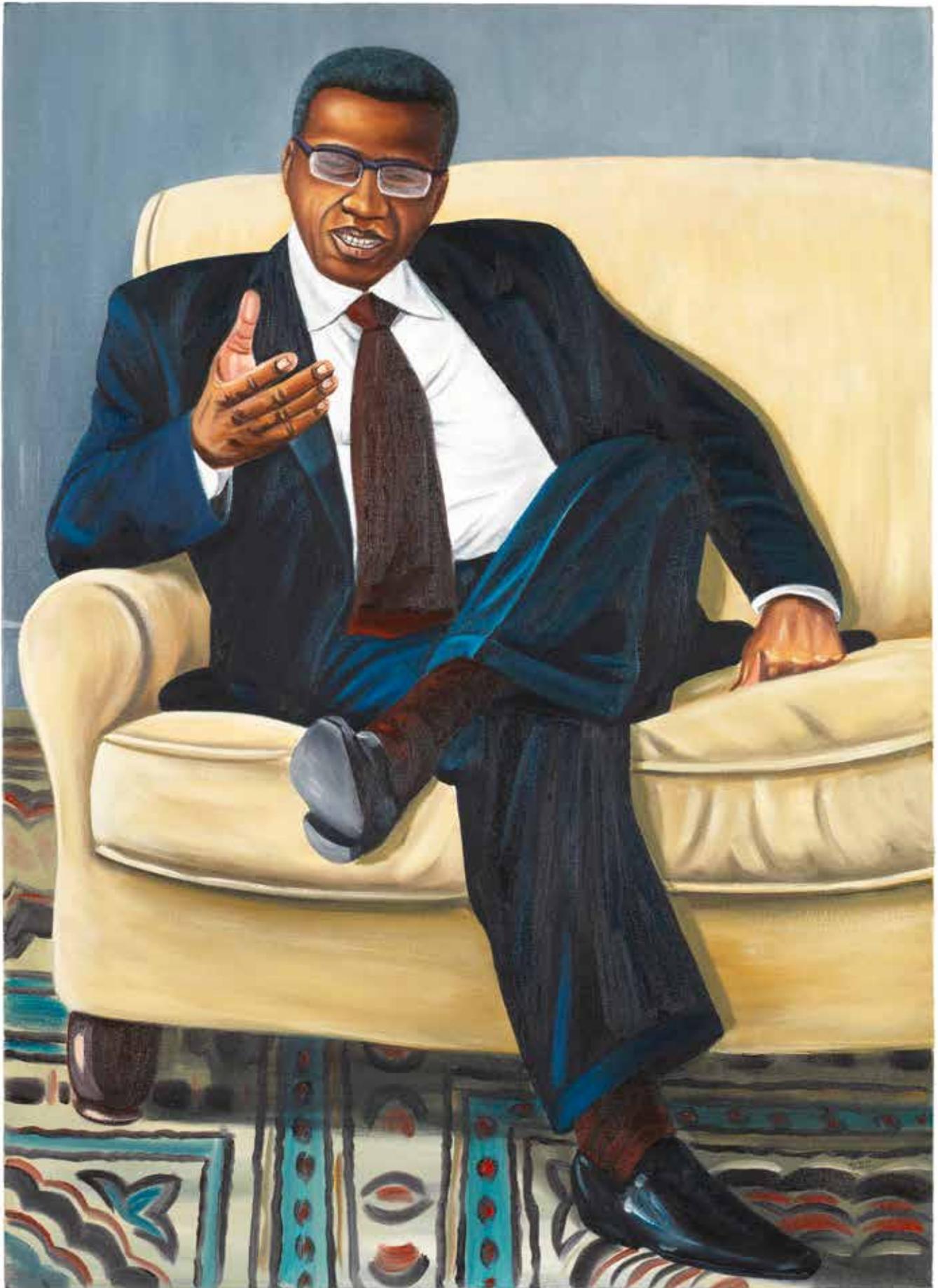
Overnight, a sub-culture of dandified dressing was born. 'Les Sapeurs', young men living in Kinshasa and Brazzaville, reinvented the forms of dress worn by their French and Belgian colonisers, using brightly coloured and patterned fabrics.

Luzamba's oil paintings frequently depict Congolese men wearing the suit and tie. These works explore how dress has become an integral means of self-determination, and a peaceful way to defy oppressive and corrupt politics. Although not an overtly political artist, Luzamba's paintings quietly comment on the way that politics infuses our personal lives. In an interview in 2016, he reflected on the important subtext in his work:

"In Congolese society there are certain things that we never actually talk about – big issues kept beneath a surface façade. So I went with that flow, and a sense of only what can be seen on the surface has influenced some of the works that I've been doing...not all my works are about showing political movements though; some are just trying to point out the politics of the lives that we live in."

Luzamba has participated in numerous international exhibitions, including 1-54 Contemporary African Art Fair in London and the Cape Town Art Fair.





102 TP

**MAURICE MBIKAYI (DEMOCRATIC REPUBLIC OF CONGO,
BORN 1974)**

The Guardian 1 (2017)

C-print, Edition of 5 + 3AP

180 x 120cm (70 7/8 x 47 1/4in).

£3,000 - 5,000

\$3,900 - 6,500

€3,300 - 5,500

Born in Kinshasa in 1974, Mbikayi now lives and works in Cape Town.

His work questions what it means to live in a 'computer age' and explores the impact of technological advances on our personal identity. In *The Guardian I*, the human figure is dressed in a costume constructed from discarded computer parts and keyboard keys. This 'techno-body' was partly inspired by sociologist Tim Jordan's 1999 text, *Cyberpower: the Culture and Politics of Cyberspace and the Internet*, in which he claims that "the computer age has turned us all into cyborgs of one type or another".

Mbikayi's 'pseudo-cyborg' is a visual and physical manifestation of how our online personas are becoming increasingly important in defining who we are, how we think of ourselves and how we are perceived by others. With the advent of internet shopping, social media applications, gaming communities, distance learning, the physicality of the human body is less relevant. The artist questions whether there will be any use for it in a world where all transactions are virtual.

The Guardian is, like the viewer, a hybrid between the human and the machine. At present, the technology that clothes him is a 'prosthetic identity', one he can still remove. However, the artist warns that this may subsume him as the black background threatens to engulf the action.





103 *TP

PATRICK BONGOY (DEMOCRATIC REPUBLIC OF CONGO, BORN 1980)

Revenants III

rubber and hessian sacking

118 x 116cm (46 7/16 x 45 11/16in).

£4,000 - 6,000

\$5,200 - 7,700

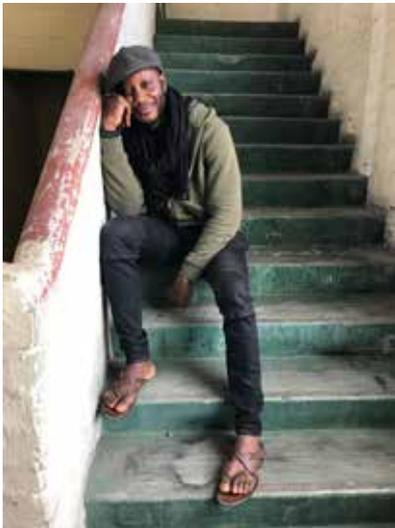
€4,400 - 6,600

Although he now lives in South Africa, Bongoy's work remains deeply informed by the socio-economic context of his home country. Born in Kinshasa in 1980, the artist was raised in a climate of fear and persistent violent conflict. As the Cold War waned in the early 1990s, France, Belgium and the US suspended military and financial assistance to the DRC, leaving the President Joseph Mobutu perilously exposed. His political rival, Laurent Kabila, staged a successful coup in 1996 and installed himself as Head of State. He was replaced by his son, Joseph (the current President), when he was shot by his bodyguard in 2001.

Bongoy's sculpture, constructed from discarded rubber, depicts a pregnant woman with her hands bound and head covered. Physically repressed and silenced, the figure is a visual metaphor of the abuses the Congolese people have suffered as a result of corrupt rule. The use of rubber references the exploitative practices of the country's European colonisers prior to independence in 1960. The wealth of natural resources was the primary reason for Belgium's annexing of the Congo, and rubber was the main export.

Bongoy's subject matter and medium tell the story of his people's suffering – a narrative of depleted natural resources – but they also speak of survival and defiance. The discarded rubber may have lost its original use, but through the artist's creativity, it has been recycled into something new; there is hope even in destruction.

Bongoy received a BA in Fine Arts from the Academy of Fine Arts Kinshasa in 2009. Since then he has exhibited at home and abroad, including 1-54 Contemporary African Art Fair in London.



Bongoy in his studio





104 *

STEVE BANDOMA (DEMOCRATIC REPUBLIC OF CONGO, BORN 1981)

Portraits of power: a pair
signed 'Bandoma' (lower right)
watercolour and ink on paper
60 x 47cm (23 5/8 x 18 1/2in) each.
(2)

£3,000 - 5,000
\$3,900 - 6,500
€3,300 - 5,500

Steve Bandoma describes his work as recycling found objects. He appropriates imagery from advertising and magazines in order to 'breathe new life into them'. He incorporates fetish objects and elements from Congolese folklore into his collages, reinterpreting ancient traditions by juxtaposing them with contemporary culture.

Bandoma's collages make use of a variety of media: acrylic, watercolour, felt-tip pen, ink. Splashes of vibrant colour add violence and urgency to these portraits.

Bandoma's work has been acquired and exhibited by the Contemporary African Art Collection (CAAC) of Jean Pigozzi in Geneva, Switzerland; Museum Africa in Johannesburg, South Africa; and the New Orleans Museum of Art (NOMA), USA. In 2015, Bandoma's work was included in *Beauté Congo – 1926-2015 – Congo Kitoko* displayed at Fondation Cartier pour l'art contemporain in Paris, France.





105 *TP

**CRISTIANO MANGOVO (DEMOCRATIC REPUBLIC OF CONGO/
ANGOLA, BORN 1982)**

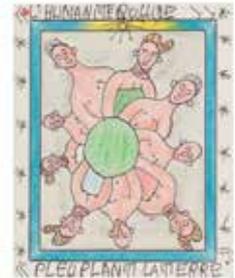
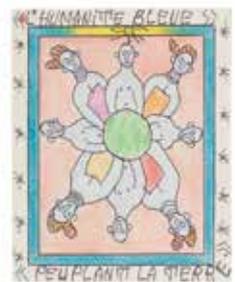
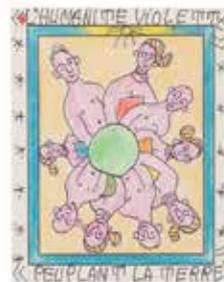
Os beijos acrílico sobre tela, 2018
signed and dated 'MANGOVO/ 2018' (lower right)
oil on canvas
150 x 150cm (59 1/16 x 59 1/16in).

£2,000 - 3,000

\$2,600 - 3,900

€2,200 - 3,300

END OF CHARITY SALE.



106

FRÉDÉRIC BRULY BOUABRÈ (ZÉPRÉGÛÈ, CÔTE D'IVOIRE 1923-2014)

Thirteen illustrations: from the series 'L'Humanité: peuplant la terre' (8) & 'L'Art Traditionnel Africa' (5)

'L'Humanité' illustrations are signed and dated 'BBouabre/ 15-5-2011' (verso); 'L'Art Traditionnel Africa' illustrations all signed and dated 'BBouabre/ 15-9-2010' (verso) crayon and pen on card

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

(13)

£4,000 - 6,000

\$3,900 - 6,500

€3,300 - 5,500

Provenance

Acquired directly from the artist by the current owner in Abidjan, Cote d'Ivoire.

Frédéric Bruly Bouabré was born in Zéprégühè, Ivory Coast in 1923, and was one of the first of this traditionally non-literate community to be exposed to the idea of a written language. The discovery inspired a desire to create an alphabet for his native tongue, Bété. The alphabet that he devised was pictorial; each symbol was based on shapes of the quartz stones native to the Ivory Coast. He recorded the alphabet in a series

of postcard-sized drawings, executed in pen and crayon. Bouabré followed Alphabet with a number of similar post-card series. The modest medium belies the weightiness of the subject matter concerned with exploring the concepts of language, international diplomacy, sexual politics and knowledge.

The first series in the present lot is titled *L'Humanité: peuplant la terre*. The series communicates the multiculturalism and egalitarianism of Bouabré's world-view. Each card in the series depicts multiple figures of a particular colour encircling the globe. All the people, regardless of colour or gender, wear the same beatific expression. The cards highlight that as a species we have far more common with each other than differentiating features; we should celebrate this commonality by sharing the world and its resources.

Bouabré describes this 'citizenship of the world' thus:

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



107 * TP

ARMAND BOUA (IVORIAN, BORN 1978)

Enjaillement, 2015

signed 'BOUA' (lower centre)

acrylic on card

193 x 210cm (76 x 82 11/16in).

£10,000 - 15,000

\$13,000 - 19,000

€11,000 - 17,000



108 ★ TP

ABOUDIA ABOUDILAYE DIARRASSOUBA (IVORIAN, BORN 1983)

'Gri Gri II' (2016)

signed 'Aboudia' (center)

mixed media on canvas

200 x 300cm (78 3/4 x 118 1/8in).

£18,000 - 25,000

\$23,000 - 32,000

€20,000 - 28,000

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).

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.



109 * TP

ABOUDIA ABDOULAYE DIARRASSOUBA (IVORIAN, BORN 1983)

Untitled, 2016

signed 'Aboudia' (lower centre)

oil, crayon and collage on canvas

101 x 152cm (39 3/4 x 59 13/16in).

£10,000 - 15,000

\$13,000 - 19,000

€11,000 - 17,000



110 * TP

GONÇALO MABUNDA (MOZAMBICAN, BORN 1975)

Wunderkammer, 2018

deactivated grenades, bullet cartridges, rifle parts
 109 x 110 x 63cm (42 15/16 x 43 5/16 x 24 13/16in).

£7,000 - 10,000

\$9,000 - 13,000

€7,700 - 11,000

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

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

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





111 TP

GONÇALO MABUNDA (MOZAMBICAN, BORN 1975)

Throne

deactivated grenades, flattened gun barrels and cartridges
93 x 132 x 76cm (36 5/8 x 51 15/16 x 29 15/16in).

£6,000 - 9,000

\$7,700 - 12,000

€6,600 - 9,900

Mabunda's 'weapon thrones' are among his most recognizable sculptures. The back and seat of this particular throne have been constructed from flattened bullet cartridges and gun butts. The machine gun magazines armrests are supported by mortar bomb legs.

The artist first held an AK47 when he was still a child. His uncle Vasco (then a soldier in the government's army), brought one to the family house. Mabunda describes it as one of the pivotal moments of his life:

"I remember how much heavier it was than I expected. This was my first experience of metal's power, force and potential."

Whilst the component parts of the sculpture make specific reference to Mozambique's civil war and recent conflicts, the throne motif is a wider criticism of 'big man rule' and its destructive consequences.



112

MARIO MACILAU (MOZAMBICAN, CIRCA 1984)

Four prints from the Zionist Series

Print on cotton rag paper

40 x 60cm (15 3/4 x 23 5/8in) each.

(4)

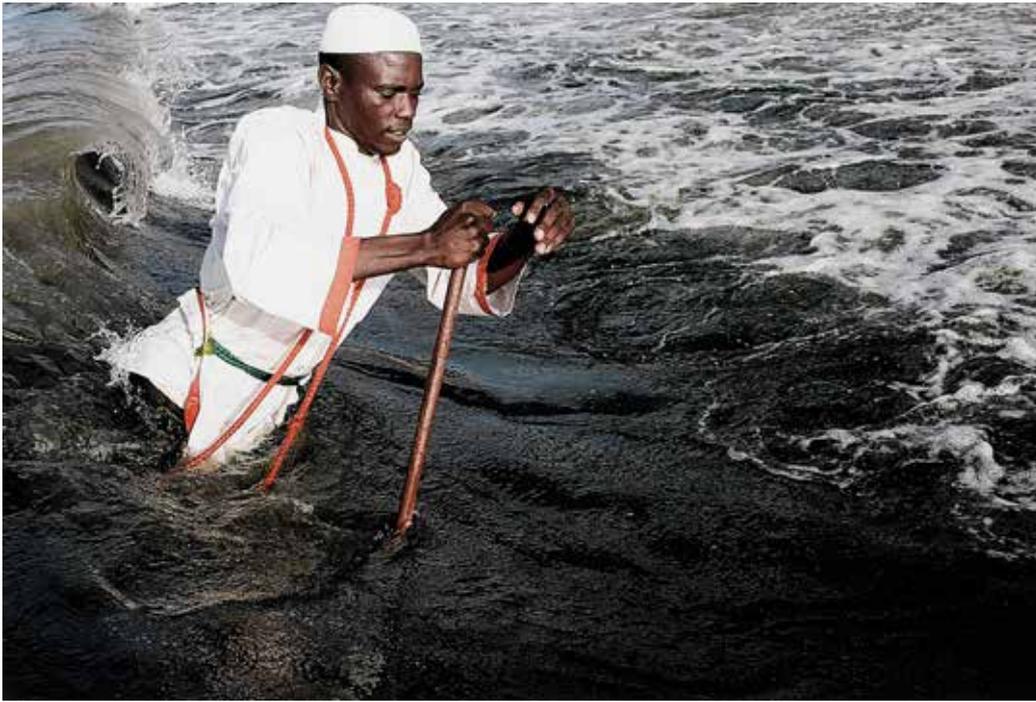
£3,000 - 5,000

\$3,900 - 6,500

€3,300 - 5,500

Mário Macilau was born in Maputo in 1984. A source of inspiration to the artist, he continues to live and work in the capital city today. Although interested in photographs from an early age, he was only able to pursue it himself after he traded his mother's cellphone for a camera in 2007.

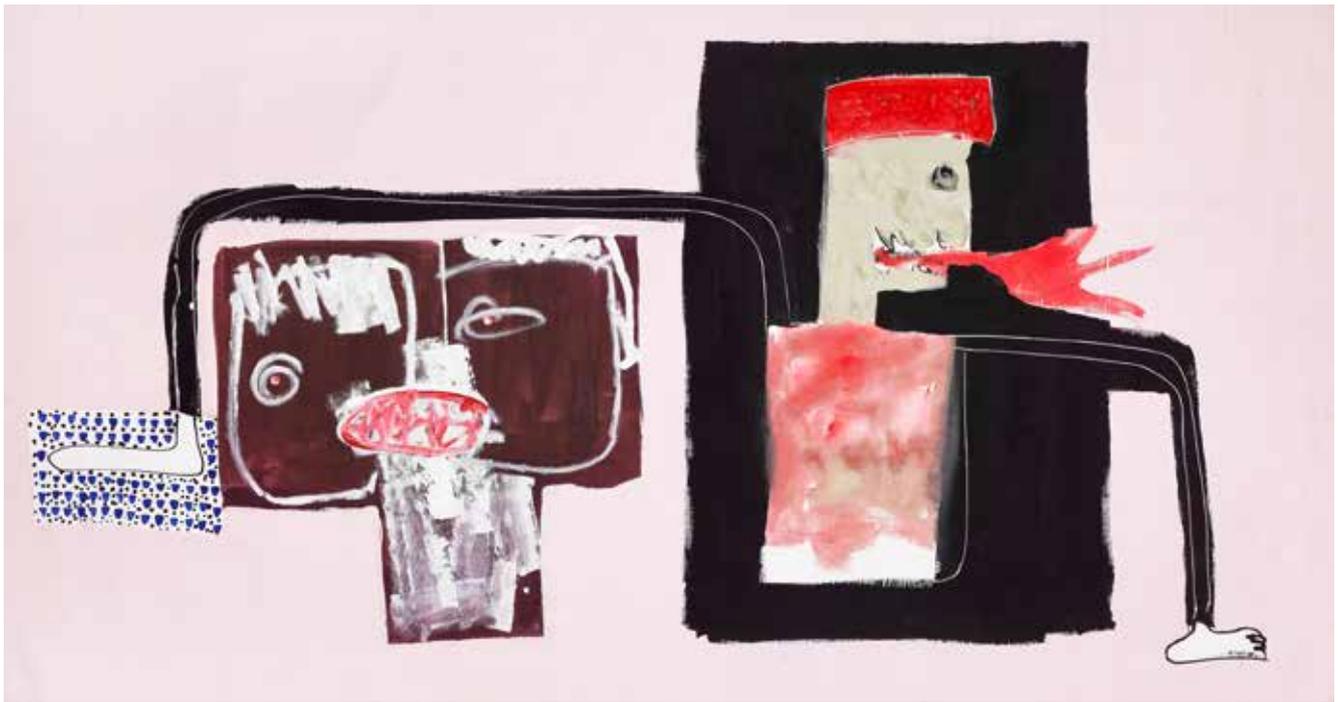
Macilau's photographic series are often the product of years of observation and reflection. His frames often have an ephemeral, transitory quality. But on closer inspection, it becomes apparent that these are no chance occurrences or random arrangements; they are carefully composed by the artist, and explore themes as wide ranging as identity, equality, social inclusion, the environment and conservation.



Macilau sees his camera as a vehicle for change, a way of drawing attention to social ills and injustices. In addition to his photographic pursuits, Macilau has been involved in many educational projects including Walking Together (WT), aimed at improving girls' access to education.

The artist primarily shoots primarily in black and white, with muted tones and textures. The use of natural light and underexposed backgrounds create poetic, soft-edge images.

Over the last two years, Macilau has been invited to exhibit at the United Nations Office, World Press Photo, and the Universal Rights Group. In 2015, his photographs won him the European Union Award for Environment. In the same year he exhibited at the Vitra Design Museum's exhibition 'Making Africa: A Continent of Contemporary Design'. In 2014, he was selected for the exhibition at Saatchi Gallery in London, 'Pangaea: New Art from Africa and Latin America'.



113 * TP

AMADOU SANOGO (MALIAN , BORN 1977)

Good Boss, 2015

signed and dated 'A. SANAGO/ 2015' (lower right)

oil on canvas

146.5 x 291.5cm (57 11/16 x 114 3/4in).

£5,000 - 8,000

\$6,500 - 10,000

€5,500 - 8,800



114 * TP

LEONCE RAPHAEL AGBODJELOU (BENIN, BORN 1965)

Untitled triptych ('Demoiselles de Porto-Novo' series), 2012

c-print

180 x 130cm (70 7/8 x 51 3/16in) each.

(3)

£12,000 - 18,000

\$15,000 - 23,000

€13,000 - 20,000

Provenance

Jack Bell Gallery, 2012

Exhibited

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

Literature

Pangaea: New Art From Africa And Latin America, Publish by Saatchi Gallery, London, 2014, p.33-35



115

BORIS NZEBO (CAMEROON, BORN 1979)

Construction Mentale, 2013

signed and dated 'BORIS NZEBO' (lower right)

acrylic on canvas

150 x 130cm (59 1/16 x 51 3/16in).

£5,000 - 8,000

\$6,500 - 10,000

€5,500 - 8,800

Provenance

Jack Bell Gallery, 2012

Exhibited

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

Literature

Pangaea: New Art From Africa And Latin America, Publish by Saatchi Gallery, London, 2014, p.133



116 ^{TP}

DAWIT ABEBE (ETHIOPIAN, BORN 1978)

No.2 Background 3, 2014

mixed media painting

150 x 130cm (59 1/16 x 51 3/16in).

£6,000 - 9,000

\$7,700 - 12,000

€6,600 - 9,900

Provenance

Kristin Hjellegjerde, 2014

Exhibited

London, Saatchi Gallery, *Pangaea II: New Art From Africa and Latin America*, 2015.

Literature

Pangaea II : New Art From Africa And Latin America, Publish by Saatchi Gallery, London, 2015, p.13

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117

IBRAHIM MAHAMA
(GHANAIAN, BORN 1987)

AJ-10100 (2013/4)

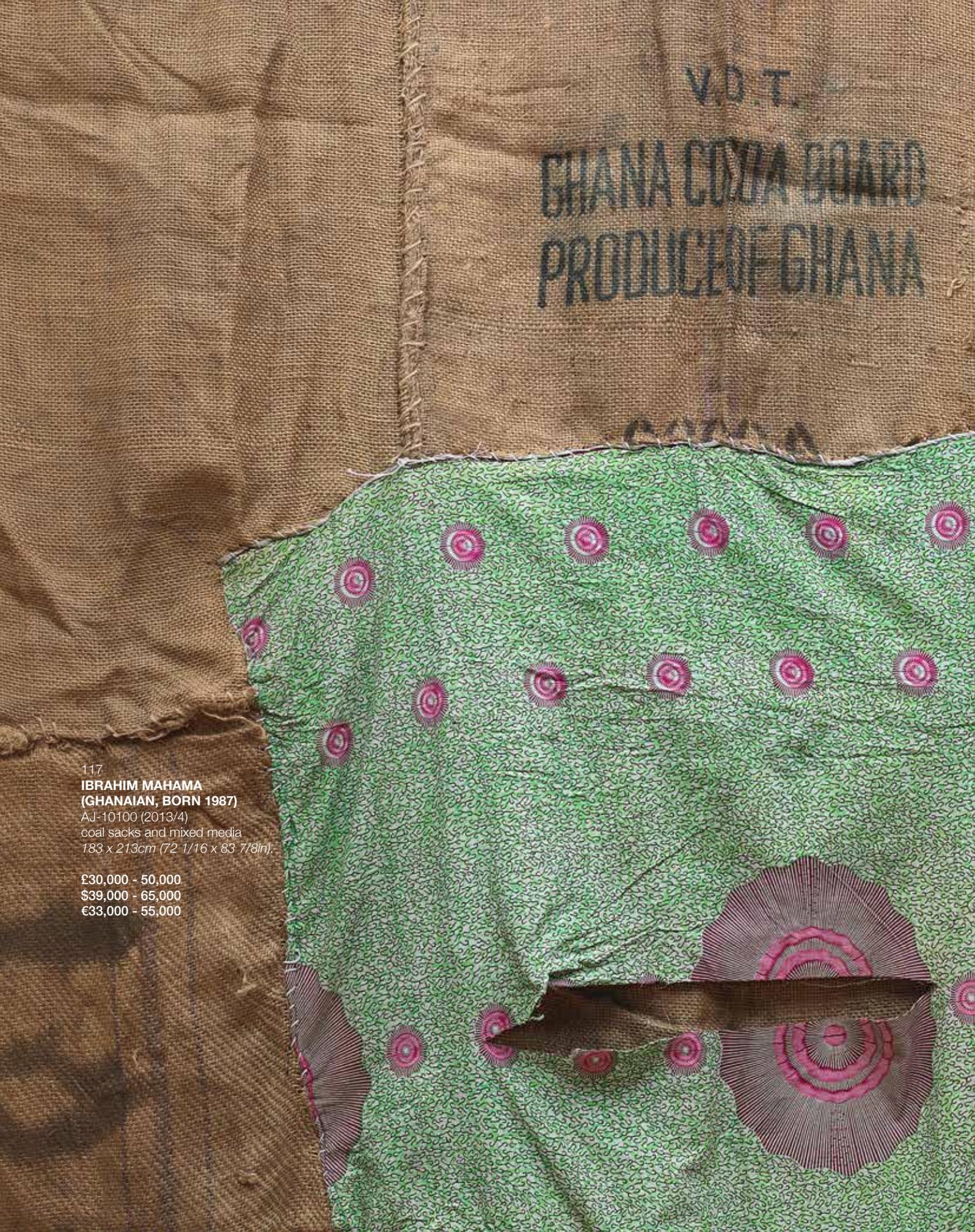
coal sacks and mixed media

183 x 213cm (72 1/16 x 83 7/8in)

£30,000 - 50,000

\$39,000 - 65,000

€33,000 - 55,000







118 * TP

ARMAND BOUA (IVORIAN, BORN 1978)

Untitled, 2016

signed 'BOUA' (lower right)

acrylic on card

100 x 170cm (39 3/8 x 66 15/16in).

£6,000 - 9,000

\$7,700 - 12,000

€6,600 - 9,900



119

MIKHAEL SUBOTZKY (SOUTH AFRICAN, BORN 1981)

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

£4,000 - 6,000

\$5,200 - 7,700

€4,400 - 6,600

Provenance

Goodman Gallery, 2014.

Exhibited

London, Saatchi Gallery, *Pangaea II: New Art From Africa And Latin America*, 2015

Literature

Pangaea II: New Art From Africa And Latin America, Publish by Saatchi Gallery, London, 2015, p.155



120 ^{TP}

GONÇALO MABUNDA (MOZAMBICAN, BORN 1975)

O trono em dois tempos, 2015

deactivated weapon parts and bath tub

103 x 80 x 52cm (40 9/16 x 31 1/2 x 20 1/2in).

£5,000 - 8,000

\$6,500 - 10,000

€5,500 - 8,800



121 ^{TP}

GONÇALO MABUNDA (MOZAMBICAN, BORN 1975)

Totem II

assembled car parts, painted metal, copper wire

182 x 49 x 20cm (71 5/8 x 19 5/16 x 7 7/8in).

£3,000 - 5,000

\$3,900 - 6,500

€3,300 - 5,500



122 TP

VIRGINIA CHIHOTA (ZIMBABWEAN, BORN 1983)

Raiding Your Own (Kurera Wako), 2014
signed and dated 'Virginia Chihota 2014' (lower right)
drawing and screen print on paper
189 x 152.4cm (74 7/16 x 60in).

£4,000 - 6,000

\$5,200 - 7,700

€4,400 - 6,600

Provenance

Tiwani Contemporary, 2015

Exhibited

London, Saatchi Gallery, *Pangaea II: New Art From Africa and Latin America*, 2015.

London, Tiwani Contemporary, *Virginia Chihota: A Thorn in my Flesh (munzwa munyama yangu)*.

Literature

Pangaea II: New Art From Africa And Latin America, Saatchi Gallery, London, 2015, p.66

Chihota's work is deeply introspective. She uses a variety of media to express her experience of the world. *Raiding Your Own (Kurera Wako)* incorporates elements of drawing, painting and printmaking. Rich in colour and symbolism, the piece can be interpreted as a search for self. The theme of identity is one close to the artist's art.

Born in Zimbabwe, Chihota also spent a brief period in Libya. She now divides her time between Tunisia, Zimbabwe and Austria. Her transitory lifestyle has caused her to question who she is and where she belongs. In an interview in 2015, she described this as one of the formative influences on her practice:

"My work is a reflection on the search for one's self (and the perennality of the self) in changing circumstances. Displacement creates uncertainty but the imperative to survive and the continuity one manages to maintain despite changing conditions inspires me."

In this screenprint Chihota reflects on the experience of becoming a wife and mother, and her temporary relocation to Tripoli in 2012. She uses the placement of the figure to convey nuances of dislocation, isolation and loneliness, in particular the motif of the inverted body or head.

The nurture and safety associated with the womb seem antithetical to such aloneness, yet it is precisely because of this that they hold special significance for Chihota's reading and representation of isolation. Reflecting on the meaning behind her symbolic use of the womb, she has said that it is "an all-encompassing symbol for fertility, for a woman's gift for gestation and the creation of life, a woman's intuition and psychic abilities, and the subconscious...No one is excluded from being fruit of the womb and all that that encompasses. It yields to the human condition".

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Beyond our school, Malaika runs a thriving community center and a clean water program to support healthy living in the surrounding Kalebuka village. In partnership with FIFA, our community center – the Kalebuka Football for Hope Center – offers education, health, IT training and sport programs to 7,000 local youth and adults. Our water program has successfully built and refurbished 17 wells to supply clean, accessible water to over 30,000 community members each year.

Malaika's comprehensive model is strengthened through partnerships and can be adopted in other villages, empowering not only students – but entire communities.



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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*.

Estimates

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

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams'* behalf which is in any way descriptive of any *Lot*

or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer's Agreement*.

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

You should come to 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 'SS8' 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 Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

Has a signature that, in *Bonhams'* opinion, is authentic but may contain gemstones that are not original, or the piece may have been altered.

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

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

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

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

1 THE CONTRACT

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

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

- 1.1 These terms govern the contract between Bonhams personally and the Buyer, being the person to whom a Lot has been knocked down by the Auctioneer.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the Notice to Bidders, printed in the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the Notice to Bidders the Contract for Sale of the Lot between you and the Seller is made on the fall of the Auctioneer's hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and Bonhams on the terms in this Buyer's Agreement.
- 1.4 We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless Bonhams sells the Lot as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1 we will, until the date and time specified in the Notice to Bidders or otherwise notified to you, store the Lot in accordance with paragraph 5;
- 1.5.2 subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller;
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, Guarantee, warranty, representation of fact in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the Seller.

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the Notice to Bidders, you must pay to us by not later than 4.30pm on the second working day following the Sale:
- 3.1.1 the Purchase Price for the Lot;
- 3.1.2 a Buyer's Premium in accordance with the rates set out in the Notice to Bidders on each lot, and
- 3.1.3 if the Lot is marked [AP], 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>):	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.	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		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> ;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	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:	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8.1.1	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	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	10	OUR LIABILITY
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.2	The discretion referred to in paragraph 8.1:	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.2.1	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	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	9	FORGERIES	10.2.2	changes in atmospheric pressure; nor will we be liable for:
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.	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.3	damage to tension stringed musical instruments; or
		9.2	Paragraph 9 applies only if:	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.
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and		
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and		
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .		

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 for 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 "indemnity" 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

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African Modern &

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African, Oceanic

& Pre-Columbian Art
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Australian Colonial Furniture and Australiana

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Books, Maps & Manuscripts

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British Ceramics

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California & American Paintings

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Furniture

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European Sculptures & Works of Art

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Golf Sporting Memorabilia

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India Phillips
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