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Modern & Contemporary African Art

New Bond Street, London | 20 March 2019



Modern & Contemporary African Art

New Bond Street, London | Wednesday 20 March 2019 at 5pm

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Thursday 14 March, 9am to 4.30pm Friday 15 March, 9am to 4.30pm Sunday 17 March, 11am to 3pm Monday 18 March, 9am to 4.30pm Tuesday 19 March, 9am to 4.30pm Wednesday 20 March, 9am to 3pm

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25241

ILLUSTRATIONS

Front cover: lot 12 Back cover: lot 90 Inside front cover: lot 97 Inside back cover: lot 55 Page 5-6: lot 68

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Storage will be free of charge for the first 14 calendar days from and including the sale date Wednesday 20 March 2019.

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Wednesday 20 March 2019 at 5pm (Lagos time) Wheatbaker Hotel, 4 Onitolo Road, Ikoyi, Lagos

Bonhams



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ENQUIRIES

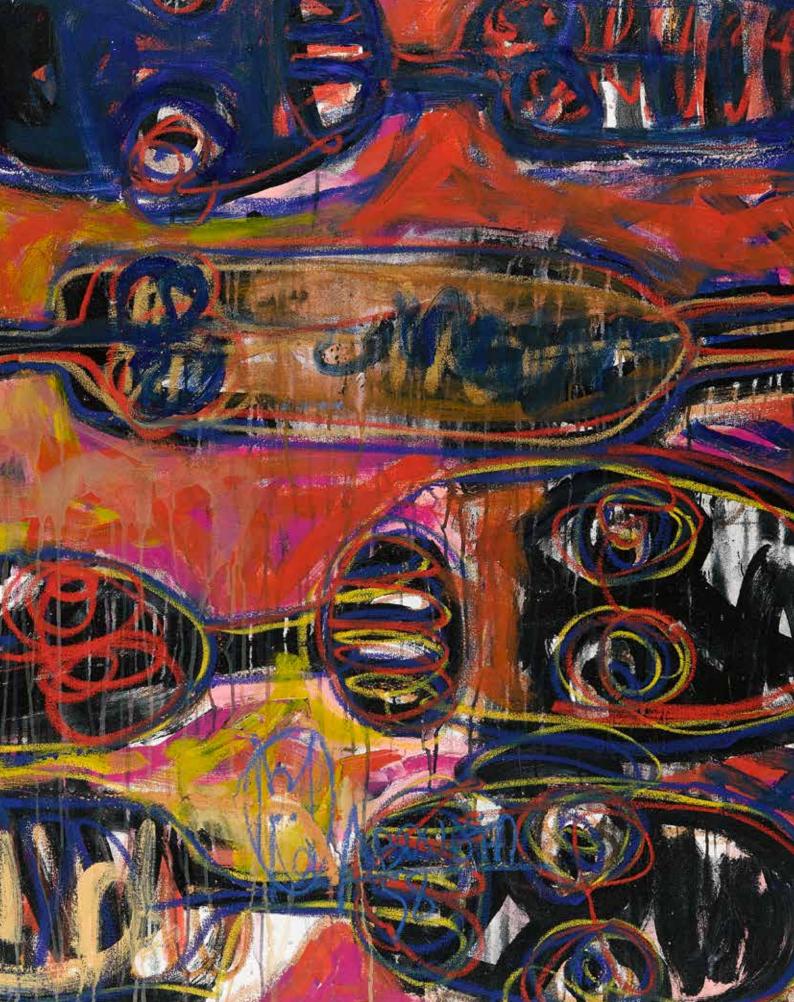
Neil Coventry, Nigeria Representative +234 (0)81 1003 3792 neil.coventry@bonhams.com BEN ENWONWU Tutu Sold for £1,208,750

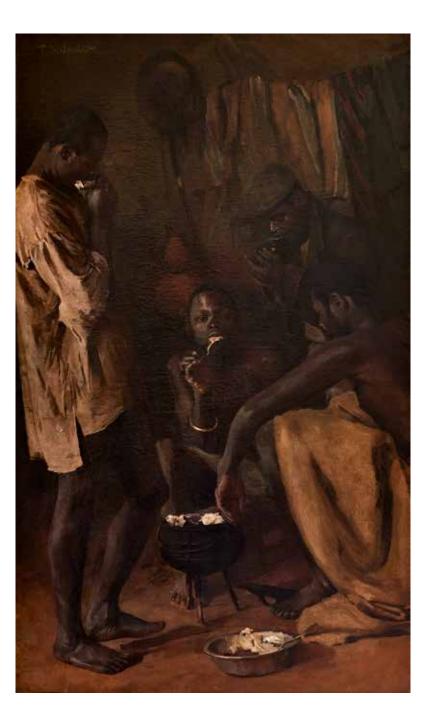
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AN WALL BRAND





1*

FRANS DAVID OERDER (SOUTH AFRICAN, 1867-1944)

Na die maal (After the Meal) signed 'F D Oerder' (upper left); bears fragmentary exhibition label (verso) oil on canvas 140 x 85cm (55 1/8 x 33 7/16in).

£12,000 - 18,000 US\$16,000 - 23,000 €14,000 - 20,000

Provenance

The collection of Prof. Molengraaf, circa 1908-1920. The collection of Pieter Kruger, Mayor of Bethal. A private collection.

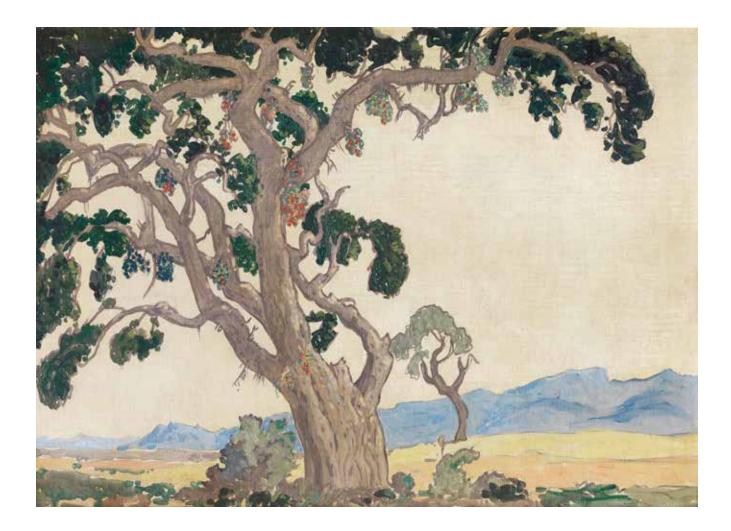
Exhibited

Cape Town, South African National Gallery, 1896.

Literature

Prof. Alexander Duffey, Frans Oerder: Anglo-Boereoorlogtekeninge en Skilderye, (Pretoria, 2017) pp.48-49.

Following a visit to Zululand in 1898, Oerder painted a series of works that depict the life of indigenous peoples in KwaZulu-Natal. Na die maal (After the meal) was one of the earliest to be executed. It depicts four African men around a three-legged pot with mielie meal porridge. The figure on the left in the white shirt looks down into the pot hopefully, whilst his seated companion tastes whether it is ready.



2 JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)

Wilde Vye boom, near Louis Trichardt oil on canvas 40.5 x 55cm (15 15/16 x 21 5/8in).

£40,000 - 60,000 US\$52,000 - 78,000 €46,000 - 68,000

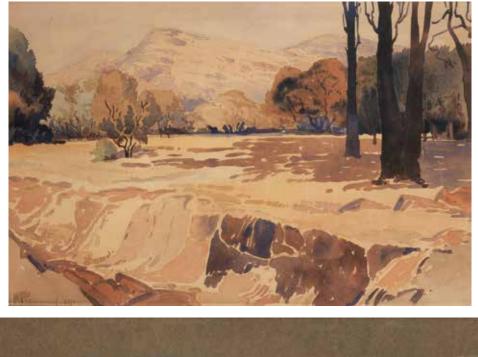
Provenance A private collection, Amsterdam.

This painting is to be sold with an accompanying letter written by Pierneef in London on 12 April 1934. The letter is written in Afrikaans. Below is a transcription:

Suid Afrika huis Trafalgar Sqr

I hereby confirm and vouch that this painting 'Wilde Vye boom' was painted by me at the end of the Mashau at Louis Trichardt district.

JH Pierneef





З

JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)

Two landscapes: 1. A dry river bed with mountains behind signed and dated 'JH.Pierneef. 1914' (lower left) watercolour 30 x 46cm (11 13/16 x 18 1/8in).

2. Trees on the veld signed and dated 'JH.Pierneef 1914' (lower right) pastel
17 x 129.5cm (6 11/16 x 51in).
(2)

£3,000 - 5,000 US\$3,900 - 6,500 €3,400 - 5,700

Provenance

The collection of Dr Gustav Mangold. Acquired by a private UK collector, 2013.



4 IRMA STERN (SOUTH AFRICAN, 1894-1966) Cid with Jun

Girl with Jug signed and dated 'Irma Stern/ 1961' (lower left) oil on canvas 72 x 53cm (28 3/8 x 20 7/8in).

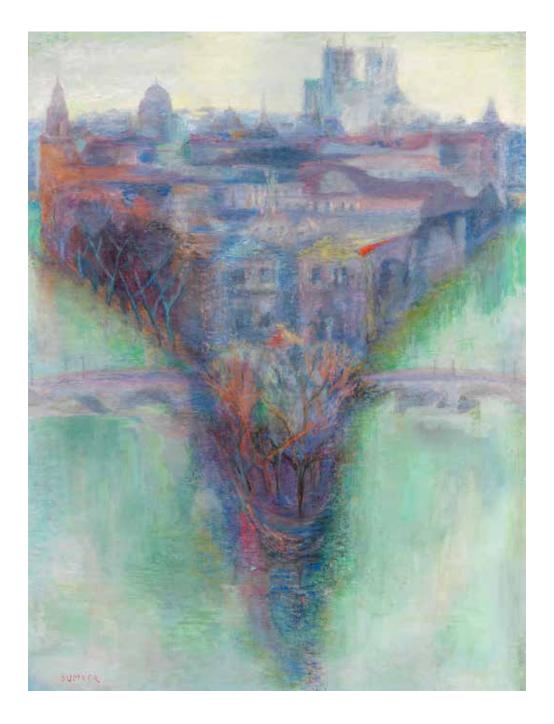
£50,000 - 80,000 US\$65,000 - 100,000 €57,000 - 91,000



IRMA STERN (SOUTH AFRICAN, 1894-1966)

'Ladies of the Harem, Zanzibar' (a pair)
both signed and dated 'Irma Stern/ 1945' (lower right)
crayon and watercolour
31 x 24.5cm (12 3/16 x 9 5/8in) each.
(2)

£20,000 - 30,000 US\$26,000 - 39,000 €23,000 - 34,000

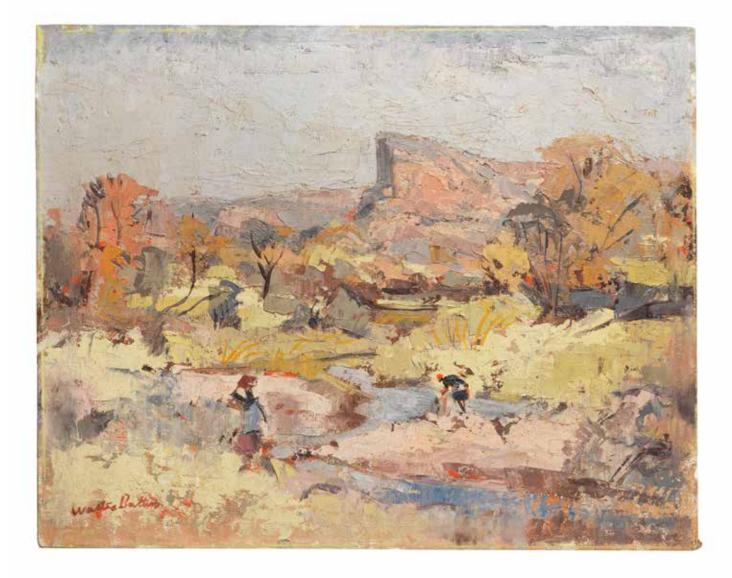


6 **MAUD FRANCES EYSTON SUMNER (SOUTH AFRICAN, 1902-1985)** Ile de la Cite, Paris signed 'SUMNER' (lower left)

oil on canvas 116 x 89cm (45 11/16 x 35 1/16in).

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

Provenance A private collection, UK.



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

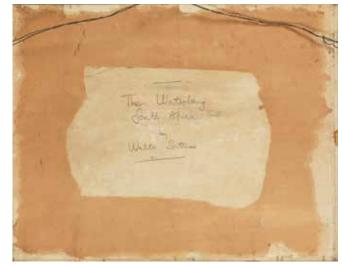
'The Waterberg' (View from the artist's studio) signed 'Water Battiss' (lower left); inscribed 'View from my studio window by Walter Battiss/ Pretoria' (verso) oil on canvas laid to board $40 \times 50.5 cm$ (15 3/4 x 19 7/8in).

£8,000 - 12,000 US\$10,000 - 16,000 €9,100 - 14,000

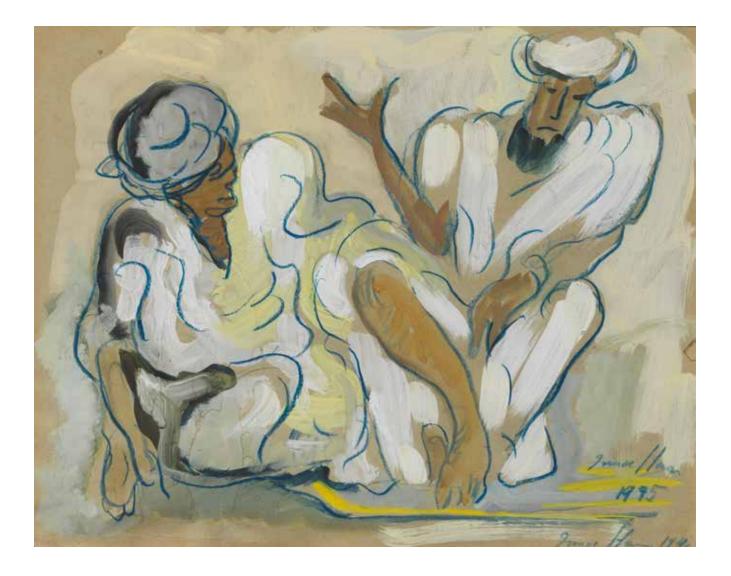
Provenance

Acquired by a private UK collector, 2011.

The present lot is similar in technique and date to *View of Pretoria*, 1978 (illustrated in M. Schoonraad, *Walter Battiss*, Cape Town, 1976, fig.14) and *Pretoria farm, Garsfontein* (sold in these rooms, 24 March 2010, lot 34).



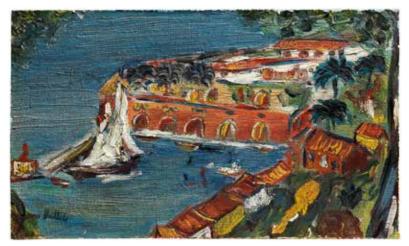
Verso



IRMA STERN (SOUTH AFRICAN, 1894-1966)

Imans discoursing, Zanzibar twice signed and dated 'Irma Stern/ 1945' (lower right) gouache and watercolour 25 x 31cm (9 13/16 x 12 3/16in).

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





10

9

WALTER WHALL BATTISS (SOUTH AFRICAN, 1906-1982)

A port in North Africa signed 'Battiss' (lower left) oil on board 10.5 x 18cm (4 1/8 x 7 1/16in).

£3,000 - 5,000 US\$3,900 - 6,500 €3,400 - 5,700

Provenance

A private collection, Johannesburg. Acquired by a UK collector, 2010.

10

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Portrait of a woman wearing a headscarf signed and dated 'Irma Stern 1931' (upper left) pencil 39 x 28cm (15 3/8 x 11in).

£3,000 - 5,000 US\$3,900 - 6,500 €3,400 - 5,700

Provenance Purchased from the Pieter Wenning Gallery, Johannesburg, circa 1931. Acquired by a private UK collector, 2012.



11 * ALEXIS PRELLER (SOUTH AFRICAN, 1911-1975) Fish God

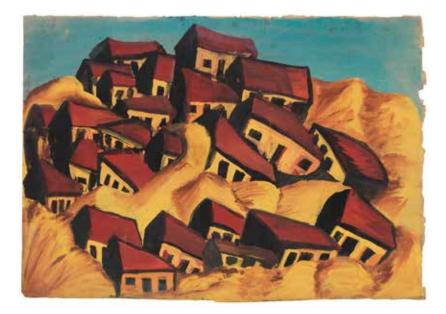
wood 119 x 23 x 25cm (46 7/8 x 9 1/16 x 9 13/16in).

£6,000 - 9,000 US\$7,800 - 12,000 €6,800 - 10,000

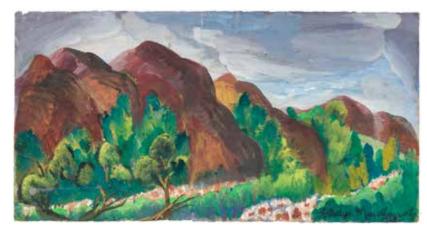
Provenance

Acquired from the artist by Dr Cyril M. Ross circa 1967-68; By direct descent to the current owner.

The above work was acquired by Cyril Ross, who had assembled a large collection of Preller's work in Pretoria. The work was titled "The Fish God" by the artist, though Preller often referred to it as "Joe" as it bore a likeness to a friend of the same name.







12 GLADYS MGUDLANDLU (SOUTH AFRICAN, 1917-1979)

Three landscapes: 1. Gugulethu 42 x 61cm (16 9/16 x 24in).

 Mountains with trees in the foreground signed and dated 'Gladys Mgudlandlu 1963' (lower right)
 x 61cm (12 3/16 x 24in).

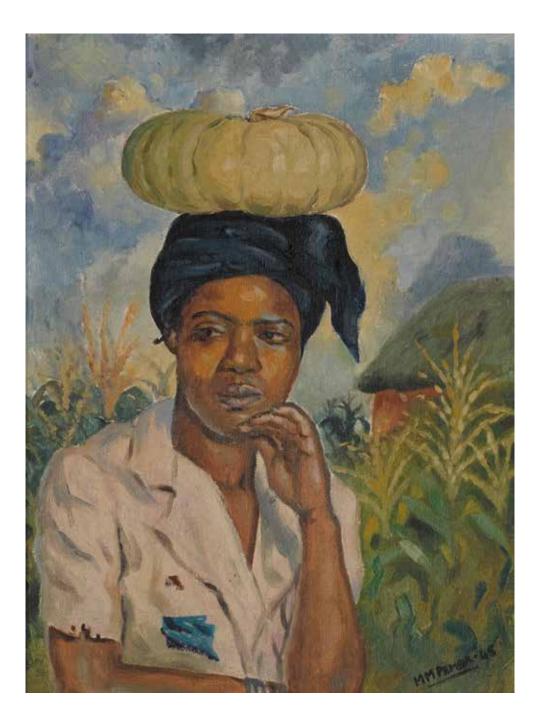
3. Gnarled trees with farmsteads behind 37 x 55.5cm (14 9/16 x 21 7/8in). gouache

(3)

£4,000 - 6,000 US\$5,200 - 7,800 €4,600 - 6,800

Provenance

Acquired from the artist. A private collection, Israel. Acquired by a private UK collector, 2013.



13 *

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

Portrait of a woman carrying a gourd signed and dated 'MM PEMBA - 45' (lower right); bears an E. Schweickert label (verso) oil on canvas laid to board $40 \times 30 cm$ (15 3/4 x 11 13/16in).

£20,000 - 30,000 US\$26,000 - 39,000 €23,000 - 34,000

Provenance

Acquired by a private collector in 1945, Port Elizabeth. By direct descent to present owner. 14 GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)

Washer women, circa 1940 signed 'G SEKOTO' (lower left) oil on canvas board 26 x 33cm (10 1/4 x 13in).

£100,000 - 150,000 US\$130,000 - 190,000 €110,000 - 170,000

Provenance A private collection.

Literature

Song for Sekoto: Gerard Sekoto 1913-2013, (Craighall, 2013), illustrated p.114.

This painting was executed at a pivotal moment in the artist's career. His reputation in Johannesburg was beginning to grow following a successful solo exhibition at the highly regarded Gainsborough Gallery in 1939. Later that year, he was selected to participate in the South African Art Academy's annual exhibition. In 1940, the Johannesburg Art Gallery acquired a work by Sekoto, their first painting by a black artist.

Born and raised in Botshabelo, a German Lutheran Mission Station in the Tranvaal, Sekoto originally trained as a teacher. Working with crayons on poster paper, his artistic endeavours largely took the form of portraits of his fellow students. It was only after he was awarded second prize at a competition organised by Fort Hare University College in 1938 that he was motivated to pursue a full time career as an artist.

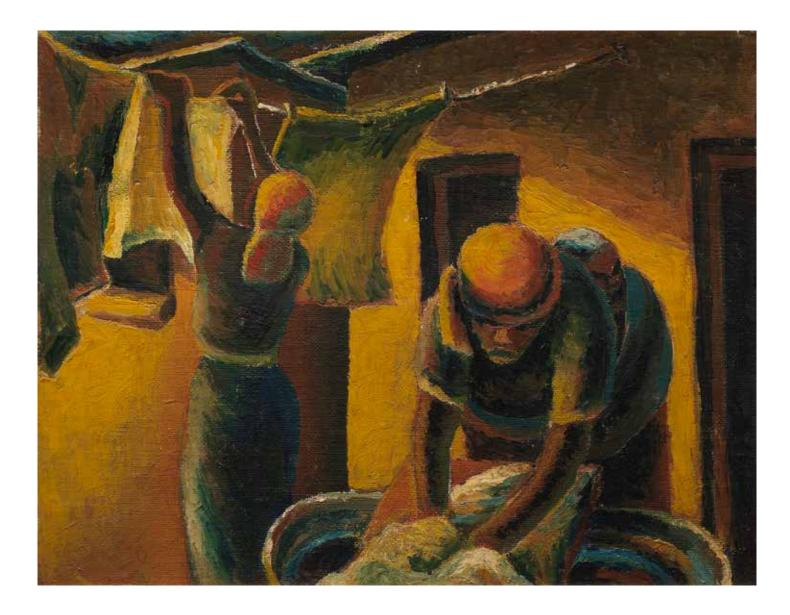
In need of greater exposure, he went to stay with his cousins in Sophiatown, on the outskirts of Johannesburg. He was inspired by the vibrancy and dynamism of the inhabitants. He walked the streets carrying notebooks and fragments of paper in his pockets, which he would retrieve at intervals to sketch all kinds of social and commercial interactions. These jottings would later be fleshed out and transformed into complete compositions in his makeshift studio.

He moved again in 1942, to Eastwood, Pretoria. The paintings of this period document both the harsh conditions for the black South Africans living in these townships, but also communicate the camaraderie shared by their residents. This oil painting of two women doing their washing is a wonderful example. The figures are engaged in a mundane domestic chore, but their movements exude a positive energy derived from companionship.

The works that Sekoto executed in Sophiatown and Eastwood are amongst his most sought after. It is a rare pleasure to be offering a painting of this period in this condition at auction.

Bibliography

Song for Sekoto: Gerard Sekoto 1913-2013, (Craighall, 2013), pp.111-114.



15 GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)

The water collectors signed 'G SEKOTO' (lower right) oil on canvas 55 x 46cm (21 5/8 x 18 1/8in).

£50,000 - 80,000 US\$65,000 - 100,000 €57,000 - 91,000

Provenance

Acquired directly from the artist; A private South African collection; Gifted to the current owner's mother.

We are grateful to Barbara Lindop for dating this work to the artist's 1945-47 Eastwood period.

In 1945 Sekoto moved from District Six, Cape Town to Eastwood, Pretoria where he stayed with his mother and stepfather. While based in Eastwood, Sekoto produced many of his most masterful, self-assured works. As is characteristic of many of Sekoto's group scenes, the individual features of each figure are not rendered in detail. The artist focuses rather on the dynamics between the women. The tilt of the central figure's head and her partially open mouth lends the scene an immediacy; the artist has captured a snapshot of life in the township.

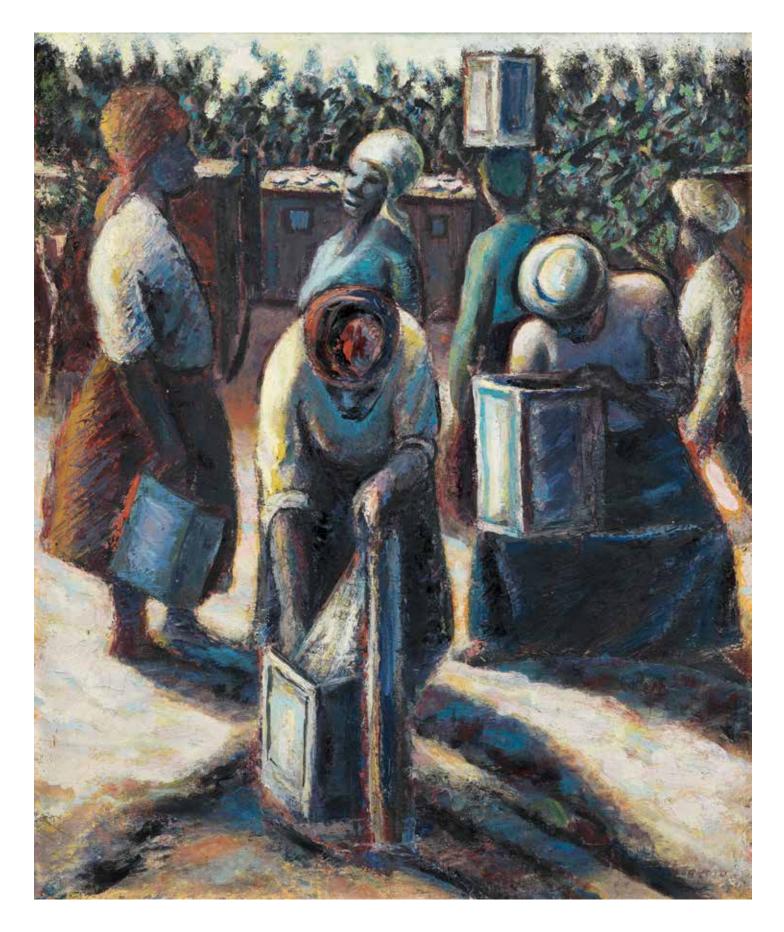
Sekoto relates that Eastwood was very different from "the hectic life of District Six...At the new home I found myself much more relaxed to concentrate upon my work, without the many distractions and visits I had in the big city with its many sophisticated people. Here people were not too inquisitive about why you looked at them. Some would even be willing to pose."

Lesley Spiro, who curated the first major retrospective of Sekoto's work in 1989, asserts that "the Eastwood period may represent the pinnacle of Sekoto's artistic achievement. It was a time when he pushed his understanding of colour and form to new heights, when he seemed to sharpen even further his already remarkable sense of mood and movement".

Bibliography

B. Lindop, Gerard Sekoto, (Randburg, 1988), p.25.

L. Spiro, Gerard Sekoto: Unsevered Ties, (Johannesburg, 1989), p.42.



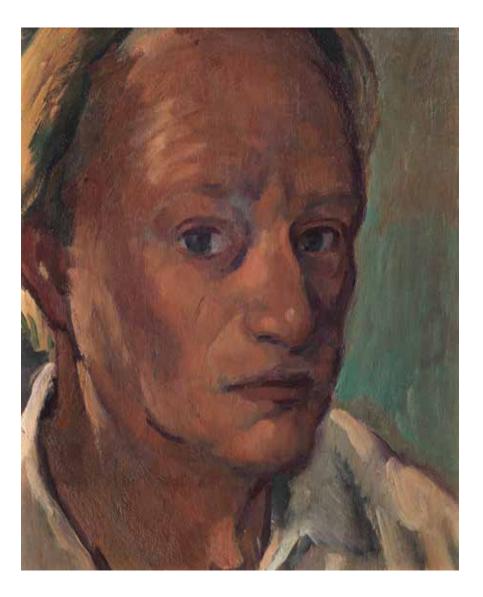




GERARD SEKOTO (SOUTH AFRICAN, 1913-1993) Two portraits: 1. Boy wearing a striped shirt signed and dated 'G SEKOTO/ 64' (lower right) oil on canvas 41 x 33cm (16 1/8 x 13in).

2. Boy in profile pencil and gouache 30 x 24cm (11 13/16 x 9 7/16in). (2)

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



17 * FRANCOIS KRIGE (SOUTH AFRICAN, 1913-1994) Self-Portrait baars authentification stamp (verso)

bears authentification stamp (verso) oil on board *39 x 33cm (15 3/8 x 13in).*

£7,000 - 10,000 US\$9,100 - 13,000 €8,000 - 11,000

Provenance

Gifted to the current owner by the artist.

This work has been authenticated by Sylvia Krige and Suzanne Fox.

VLADIMIR GRIEGOROVICH TRETCHIKOFF (SOUTH AFRICAN, 1913-2006)

Portrait of a Ndebele man signed and dated 'TRETCHIKOFF/ SA 59' (lower right) oil on canvas 76 x 66.5cm (29 15/16 x 26 3/16in).

£25,000 - 35,000 US\$32,000 - 45,000 €28,000 - 40,000

Provenance

Acquired from the artist by Mr. Samuel V. Collins. Sold to Mr. Emerson Kailey. Sold at auction in Aguttes, France, 25 June 2007. A private collection.

Samuel Collins was a Texan entrepreneur who made his fortune after establishing the first diamond mining operation off the Namibian coast in 1961. The operation used pioneering technology to dredge hundred of carats each week. The firm's success earned Collins the moniker, the "King of Sea Diamonds".

Collins admired Tretchikoff's work and built up a collection of his paintings. During this period, the two men developed a friendship and Collins invited the artist to become a partner in the Marine Diamonds Corporation. Tretchikoff later recalled how the entrepreneur laid out his vision for mining diamonds from the sea:

"We took some cocktail peanuts out of a bowl on the coffee table to demonstrate our respective ideas of how the diamonds would be lying on the seabed."

Geologists were divided in their opinions about the ambitious venture. But Collins's enthusiasm was such that Tretchikoff was convinced to become a substantial investor. When Collins and his business partner, Emerson Kailey, sold the corporation to De Beers, Tretchikoff became a shareholder of the largest diamond syndicate on the planet. Kailey had been born and raised in Illinois. He had relocated to Southern Africa with Collins to develop their ideas for submarine pipelines along the coast of Namibia. Collins introduced Kailey to Tretchikoff, and Kailey later purchased two of the artist's works from Collins's collection: this portrait of a Ndebele man and *The Ballerina*, the well known portrait of Tamara Toumanova. These works hung in Kailey's home in Paris.

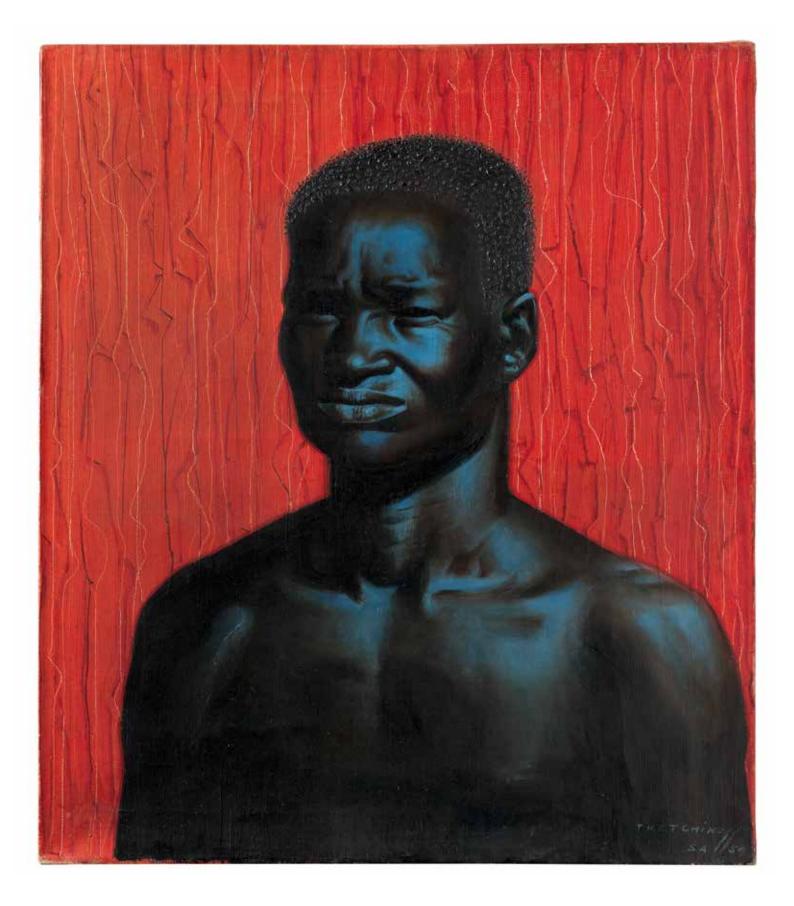
When first auctioned in France in 2007, this painting was listed as *Portrait d'homme*. This would have been a highly unusual for Tretchikoff, who typically gave his paintings far more specific titles.

This particular portrait is rare in the absence of visual cues to identify the model's ethnicity, status or occupation. Tretchikoff generally portrays Africans either as urban contemporaries (street musicians, newspaper sellers) or as 'types', documenting the characteristic attire of particular ethnic groups. However, this sitter has no identifying features. The focus is rather on the man's facial expression. He gazes out at something just beyond the picture plane.

Boris Gorelik, Tretchikoff's preeminent biographer, has suggested that this portrait is one of a diptych; the second being a portrait titled *Ndebele Woman* (illustrated in the Tretchikoff album published by Howard Timmins, 1969). This portrait of the woman is set against a similar red background with wavy white lines. The portrait is frontal, but she trains her gaze to the left. If we place this painting beside the portrait of the Ndebele man, we can see that the two figures are looking at one another.

Unlike the *Ndebele Man*, the woman displays the characteristic Ndebele attire. Her body is decorated with traditional metal choker rings, beaded bracelets, necklace, earrings and headband. *The Ndebele Woman* has not made a public appearance at exhibitions or auction since the 1960s. This is a rare opportunity to acquire one of Tretchikoff's most sought after subjects.

We would like to thank Boris Gorelick for his research and assistance in the cataloguing of this lot.



19 *

VLADIMIR GRIEGOROVICH TRETCHIKOFF (SOUTH AFRICAN, 1913-2006)

Cock Fighter signed 'TRETCHIKOFF/ JAVA' (lower right) oil on canvas laid to board 100 x 72cm (39 3/8 x 28 3/8in).

£60,000 - 90,000 US\$78,000 - 120,000 €68,000 - 100,000

Provenance

The collection of Mr. Friedrich Wilhelm Knacke, South Africa. Acquired by a private collector in 1957. Purchased by the present owner at Garlicks, Cape Town, in 1975.

Exhibited

Cape Town, Garlicks, Tretchikoff, April, 1975.

Literature

Boris Gorelik, *Incredible Tretchikoff: Life of an Artist and Adventurer*, (London, 2013) illustrated on p.88.

The model for the painting is most likely the servant of J.W. den Hartog, an art teacher that Tretchikoff befriended during his time in Jakarta. He is also depicted in another of Tretchikoff's works titled *Gardener against a background of red canna lilies*.

At this period, Java was under Japanese occupation and art supplies were either confiscated for propaganda work or sent to Japan. Fortunately for Tretchikoff, Den Hartog had a stockpile of materials in his studio which he was willing to lend to the Russian. In later interviews, Tretchikoff claimed that one of the most memorable experiences from his period in Java was watching a cock fight:

"I...was fascinated by the spirit, cunning and plumage of the game cocks."

Cockfighting was actually illegal in Indonesia. They were conducted in unmarked venues in the late afternoon. The illicit nature of the game enhanced the excitement. Significant sums of money were bet at these fights, and the owners of prize birds achieved almost celebrity status.

Den Hartog's servant was an enthusiastic cockfighter and raised several birds. When Tretchikoff asked him to sit for a portrait with one of his roosters, the man brought out his champion cock. However, the artist rejected the selection. The rooster was a veteran fighter and had sustained many scars and lost half his plumage. Tretchikoff asked him to select a more attractive bird, much to the owner's chagrin.

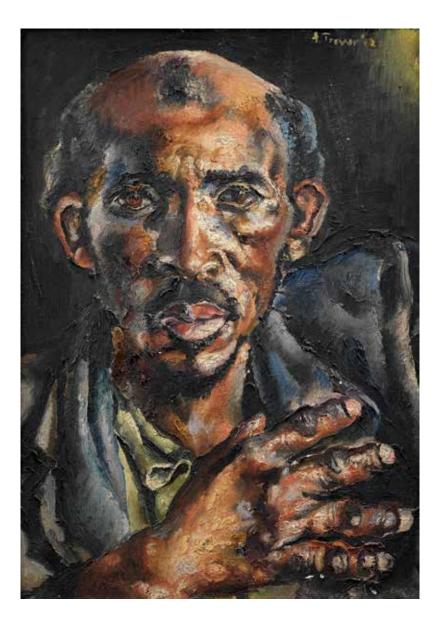
This portrait was the first painting that Tretchikoff executed in Java, and one of his most highly prized.

The painting's original owner, Friedrich Wilhelm Knacke (1880-1957), was Chairman and Managing Directors of Namaqua Diamonds Ltd., one of the pioneering mining firms in South West Africa. The firm was a great commercial success, and enabled Knacke to acquire Earl's Dyke estate in Camps Bay. He commissioned William Grant to design and build a 15 room manor on the site. Tretchikoff's *Cock Fighter* was one of the paintings Knacke purchased for the property.

Bibliography

Boris Gorelik, *Incredible Tretchikoff: Life of an Artist and Adventurer*, (London, 2013) pp.87-88.





20 HARRY TREVOR (SOUTH AFRICAN, 1922-1970) Portrait of a man

signed and dated 'H. Trevor '62' (upper right) oil on board 58 x 41cm (22 13/16 x 16 1/8in).

£3,000 - 5,000 US\$3,900 - 6,500 €3,400 - 5,700

Provenance

In the collection of Mr. and Mrs. Rosenberg. By direct descent.

Mr Rosenberg was one of the lawyers on the defense counsel for the South African treason trial (1956-1961).



CARL ADOLPH BÜCHNER (SOUTH AFRICAN, 1921-2003)

Portrait of Nadia Nerina signed 'Buchner' (upper left); inscribed 'Nadia in a green hat' (verso) oil on canvas 101 x 60cm (39 3/4 x 23 5/8in).

£3,000 - 5,000 US\$3,900 - 6,500 €3,400 - 5,700

This portrait depicts the South African ballerina, Nadia Nerina (1927-2008). Born in Bloemfontein, Nerina's dance training began after her family moved to Durban in 1939. Here she studied under Eileen Keegan (a contemporary of Pavlova) and Dorothea McNair. The young girl demonstrated so much promise that both teachers soon advised that she be sent to London for further training.

Aged 17, Nerina came under the wing of the internationally renowned Marie Rambert. It was with the Rambert Company that she Nerina watched her first professional ballet performance at the Lyric in Hammersmith. During this period, Nerina also took classes at the Sadler's Wells school. She joined the Wells company full time in 1947, where she quickly ascended the corps de ballet.

She reached the height of her fame in the late 1950s when she danced the role of Aurora in The Sleeping Beauty. A journalist covering the performance in the Guardian wrote that "her precision and neatness of footwork are unrivalled in the Royal Ballet".

Büchner was both a fan and friend of Nerina. In this portrait, he depicts her as he would a close personal acquaintance rather than indicating her professional persona.



22 EDOARDO VILLA (SOUTH AFRICAN, 1915-2011)

Figural composition signed and dated 'E. VILLA/ 195?'; numbered 1/11 (to foot) bronze 34.5 x 16.5 x 22cm (13 9/16 x 6 1/2 x 8 11/16in).

£4,000 - 6,000 US\$5,200 - 7,800 €4,600 - 6,800



EDOARDO VILLA (SOUTH AFRICAN, 1915-2011)

Two standing figures

one stamped 'VILLA' (to the foot); the other stamped 'E.VILLA. 1976. 2/6' (to the foot)

bronze

34 x 5cm x 3.5cm (13 3/8 x 1 15/16 x 1 3/8in); 30.5 x 14.5 x 8cm (12 x 5 11/16 x 3 1/8in). (2)

£3.000 - 5.000

US\$3,900 - 6,500 €3,400 - 5,700

Provenance

Purchased directly from the artist in Johannesburg in 1976. A private collection, London.

In the late 1970s, Edoardo Villa produced a series of small standing figures in bronze. The sculpture with the green patination is identical in form to a pair that were gifted to the University of Pretoria in 1978 (illustrated p.69 of de Klerk & de Kamper, *Villa in Bronze*, Pretoria, 2012).

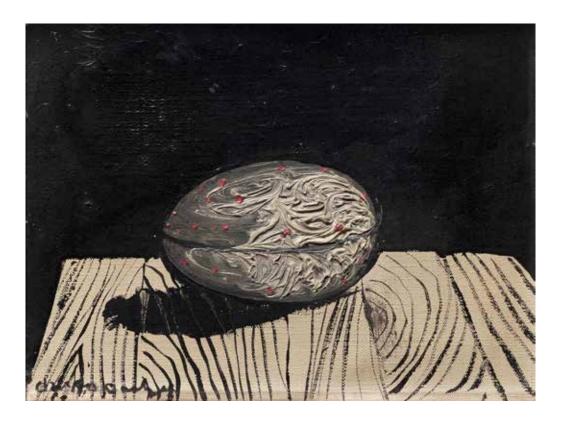
The second sculpture with the brown patina is an earlier version of a group Villa cast in 1978 at the Irene Metal Industries Sculpture Studio in Krugersdorp.

Villa typically modelled his figures first in clay or plaster of Paris before casting them in bronze. This medium allowed the artist to communicate a wider range of emotions. These figures have a flowing, sinuous quality that defies the properties traditionally associated with metalwork.

Bibliography

C. de Klerk & G. de Kamper, Villa in Bronze, Pretoria, 2012), p.1-2.





CHRISTO COETZEE (SOUTH AFRICAN, 1929-2000)

The Sugar Egg signed 'Christo Coetzee' (lower left); bears Hanover Gallery exhibition label (verso) oil on canvas $18 \times 23 cm$ (7 1/16 x 9 1/16in).

£4,000 - 6,000 US\$5,200 - 7,800 €4,600 - 6,800

Provenance

Purchased by Alexander Roger Esq. from the Hanover Gallery, London. A private collection.

Exhibited

London, Hanover Gallery, Christo Coetzee solo exhibition, 1955.

The current lot is one of a series of still lifes the artist painted for his first solo exhibition at the Hanover Gallery, London, in 1955. The show was arranged by the photographer and designer, Anthony Denney, whom the artist had met whilst studying for a post-graduate degree at the Slade School of Art.

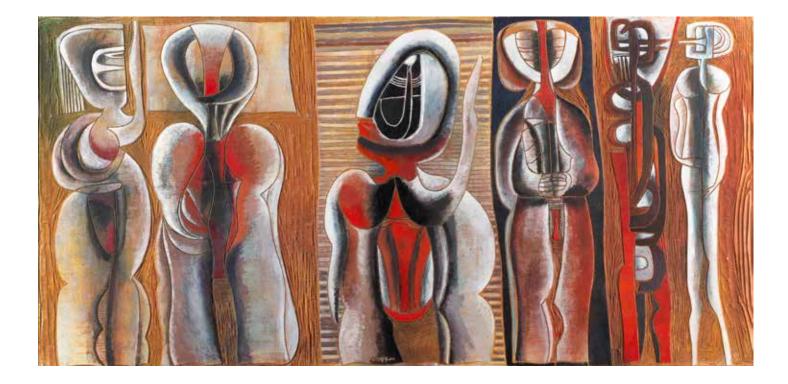
During the 1950s, Denney regularly featured Coetzee's work in his interior design projects, juxtaposing his abstract paintings with antiques and decorative works of art. He particularly admired Coetzee's surreal still lifes:

"The unexpected contradiction of a sharp note of colour, a sudden change of scale and that mysterious rapport between objects of a totally dissimilar nature which defies analysis" (A. Denney, 'Art, antiques and art nouveau', Vogue, 15.5.1965, p.70).

The exhibition at the Hanover Gallery consisted of fifty-one paintings and received glowing reviews in the British press. A journalist writing for Time and Tide praised Coetzee's inventiveness and "unusual sense of the luscious possibilities of paint". Twelve of the still lifes were sold before the opening night.

Bibliography

Stevenson & Viljoen, Christo Coetzee: Paintings from London and Paris 1954-1964, (Cape Town, 2001), pp.8-13.



CECIL EDWIN FRANS SKOTNES (SOUTH AFRICAN, 1926-2009)

Shaka and his warriors signed 'C SKOTNES' (lower centre) painted and incised wood relief surrounded by artist's copper frame 79 x 140cm (31 1/8 x 55 1/8in) including artist's frame.

£12,000 - 18,000 US\$16,000 - 23,000 €14,000 - 20,000



26 LUCAS TANDOKWAZI SITHOLE (SOUTH AFRICAN, 1931-1994) 'No Job'

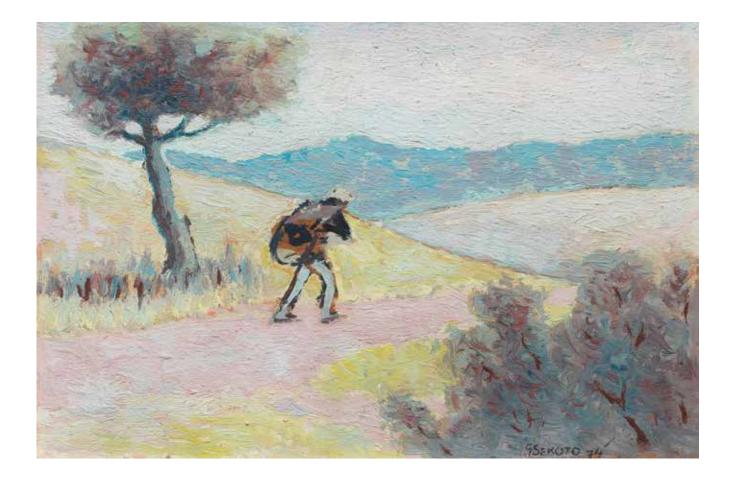
signed 'L.T.SITHOLE' (to base) yarrawood on liquid steel base 158 x 24.5 x 21.5cm (62 3/16 x 9 5/8 x 8 7/16in) including base.

£5,000 - 8,000 US\$6,500 - 10,000 €5,700 - 9,100

Provenance

Purchased by a private collector at Gallery 21, Johannesburg A private collection, Munich, Germany.

 $\it No\ Job$ is listed on Fernand Haenggi's online catalogue raisonné (www.sithole.com) as LS 8008 .



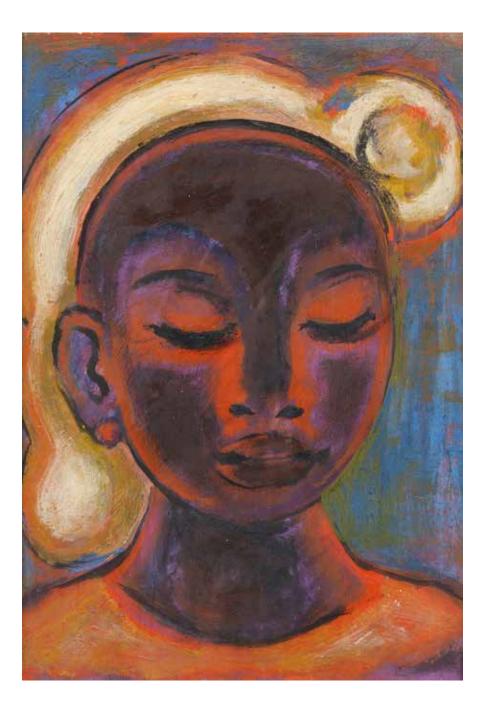
27 GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)

Figure on a path signed and dated 'G SEKOTO/74' (lower right) oil on card 22 x 32cm (8 11/16 x 12 5/8in).

£12,000 - 18,000 US\$16,000 - 23,000 €14,000 - 20,000

Provenance

Most likely acquired at a solo exhibition of the artist's work at the Atlantic Gallery in Cape Town, 1975. By direct descent to the current owner.



28 GERARD SEKOTO (SOUTH AFRICAN, 1913-1993) Portrait of a girl

signed 'G.SEKOTO' (lower right) oil on paper *33 x 24cm (13 x 9 7/16in).*

£8,000 - 12,000 US\$10,000 - 16,000 €9,100 - 14,000

Provenance Purchased from the artist, circa 1959. By direct descent.



SYDNEY ALEX KUMALO (SOUTH AFRICAN, 1935-1988)

Horse signed 'KUMALO' (to underside of belly) bronze 17 x 22 x 9cm (6 11/16 x 8 11/16 x 3 9/16in).

£12,000 - 18,000 US\$16,000 - 23,000 €14,000 - 20,000

Provenance

Acquired from Grosvenor Gallery, London, in 1966. A private collection.

Exhibited

London, Grosvenor Gallery, A Joint Exhibition of Kumalo and Skotnes, cat. no. 1.

The above work will be included in the forthcoming catalogue raisonné of Sydney Kumalo, The Sculptures of Sydney Kumalo and Ezrom Legae compiled by Dr Gavin Watkins and due for publication in 2020.

30 NO	LOI
31	

NO LOT

SYDNEY ALEX KUMALO (SOUTH AFRICAN, 1935-1988)

Reclining Nude I signed 'KUMALO' (to the woman's lower back) bronze 9.5 x 12 x 12cm (3 3/4 x 4 3/4 x 4 3/4in)..

£12,000 - 18,000 US\$16,000 - 23,000 €14,000 - 20,000

Provenance

Acquired from Grosvenor Gallery, London, in 1966. A private collection.

Exhibited

London, Grosvenor Gallery, A Joint Exhibition of Kumalo and Skotnes, cat. no. 7.

The above work will be included in the forthcoming catalogue raisonné of Sydney Kumalo, The Sculptures of Sydney Kumalo and Ezrom Legae compiled by Dr Gavin Watkins and due for publication in 2020.

33 **NO LOT** 34 **NO LOT**



SYDNEY ALEX KUMALO (SOUTH AFRICAN, 1935-1988)

Standing Figure signed 'KUMALO' (to the base) bronze 32.5 x 12 x 9cm (12 13/16 x 4 3/4 x 3 9/16in).

£5,000 - 8,000 US\$6,500 - 10,000 €5,700 - 9,100

Provenance

Acquired from Grosvenor Gallery, London, in 1966. A private collection.

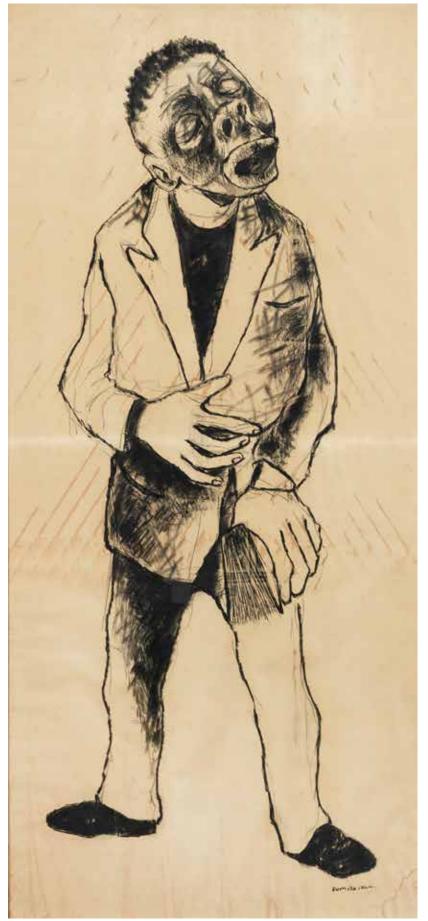
Exhibited

London, Grosvenor Gallery, A Joint Exhibition of Kumalo and Skotnes, cat. no. 4.

The above work will be included in the forthcoming catalogue raisonné of Sydney Kumalo, The Sculptures of Sydney Kumalo and Ezrom Legae compiled by Dr Gavin Watkins and due for publication in 2020.

36 NO LOT





37 DUMILE FENI-MHLABA (ZWELIDUMILE MXGAZI) (SOUTH AFRICAN, 1942-1991) Portrait of a man

signed and dated 'Dumile 1966' (lower right) charcoal 163 x 75cm (64 3/16 x 29 1/2in).

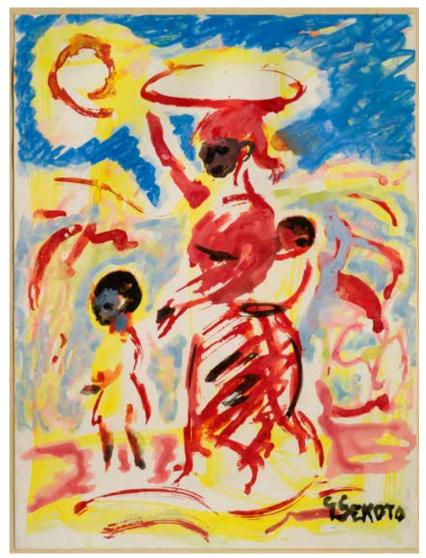
£5,000 - 8,000 US\$6,500 - 10,000 €5,700 - 9,100

Provenance A private collection, UK.

38 GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)

A woman walking with her children to market signed 'G SEKOTO' (lower right) gouache and watercolour *32 x 24cm (12 5/8 x 9 7/16in).*

£7,000 - 10,000 US\$9,100 - 13,000 €8,000 - 11,000



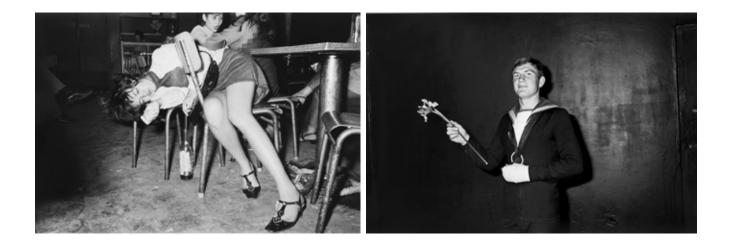
38



39 GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)

Boy riding a bike signed 'G SEKOTO' (lower right) watercolour 27 x 37cm (10 5/8 x 14 9/16in).

£4,000 - 6,000 US\$5,200 - 7,800 €4,600 - 6,800



40 * BILLY MONK (SOUTH AFRICAN, 1937-1982)

Ten photographs from 'The Catacombs' series

with accompanying certificates of authenticity signed by Jac de Villiers silver gelatin prints paper size 28 x 40.5cm (11 x 15 15/16in) each. (10)

£3,000 - 5,000 US\$3,900 - 6,500 €3,400 - 5,700

Provenance

Artist's Estate.

In the 1960s, Billy Monk was working as a bouncer at the notorious Cape Town nightclub, the Catacombs. The underground venue was a popular hang out for revellers of all creeds and colours; a hideout from the restrictive and punitive Apartheid legislation. In this environment, Monk had a rare opportunity to photograph scenes of uncensored joy, passion and debauchery that could never have taken place 'above' ground.

This collection of photographs that Monk snapped with his 35mm Pentax camera reveal the permissive atmosphere of the club: Sailors still in uniform mingle with sugar babies attired in new mod-length hemlines, teased beehive hair and thick lipsticked lips. Drunks loll at tables next to sophisticates. Men and women lock lips regardless of colour or gender, openly flouting the Immorality Act that forbade cross-racial fraternisation.

The photographs first came to light in 1979 when Paul Gordon, who had once shared a studio space with Monk, handed the negatives to the photographer Jac de Villiers. He was intrigued by the images and took them to the famed photographer, David Goldblatt. Goldblatt was highly impressed: "The Catacombs was a dark, dark place. It could not have been easy to get a clear sense of the subject, compose the photograph and focus the camera before releasing the shutter and flash. Yet there is never any doubt about who the subject is. The composition is always coherent, the focus sharp."

With Goldblatt's assistance, de Villiers exhibited Monk's photographs at The Market Gallery in Johannesburg in 1982. The show was a critical success, and the Johannesburg Art Gallery purchased six for their collection. Monk took leave from his job as a diamond diver in the north of the country's shoreline, to attend the opening. Tragically, the photographer never made it to his exhibition. En route to Johannesburg, Monk was shot in a drunken row. Following his death, exhibitions of his work were held at the South African National Gallery and the University of Stellenbosch.

Art critic Ashraf Jamal describes the legacy of these remarkable images:

"Monk was able to capture the lives of people redeemed from apartheid's scrutiny, for in these hidden worlds no one cared about status, caste, sexual preference. One senses too that Monk's subjects knew and trusted him, for with him they could be themselves. If I consider Monk as one of South Africa's greatest photographers it has everything to do with his humanity - he was no voyeur, no connoisseur, no brittle collector of others' lives.

Monk's pictures evoke the singularity of the moment, the humanity of his men and women, the pleasure of lives freed - if only for a moment - from the burden of history. His image-repertoire speaks to a greater vision regarding what we truly are and what we may become."



















41

NORMAN CLIVE CATHERINE (SOUTH AFRICAN, BORN 1949) Untitled

signed and dated 'N.CATHERINE '90' (lower inner right of frame) acrylic and flattened cans on board 113 x 124.5cm (44 1/2 x 49in). in artist's frame.

£7,000 - 10,000 US\$9,100 - 13,000 €8,000 - 11,000

42

WILLIE BESTER (SOUTH AFRICAN, BORN 1956) "ANC Lives" aluminium cans, acrylic, barbed wire and wood

155 x 37 x 7cm (61 x 14 9/16 x 2 3/4in).

£3,000 - 5,000 US\$3,900 - 6,500 €3,400 - 5,700





43 *** GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)** Blue Head signed 'G SEKOTO' (lower right) oil on board 39.5 x 29.5cm (15 9/16 x 11 5/8in).

£30,000 - 50,000 US\$39,000 - 65,000 €34,000 - 57,000

Provenance A private collection, South Africa.



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

A Senegalese street café signed and dated 'G SEKOTO/ 67' (lower right) gouache and watercolour 51 x 70cm (20 1/16 x 27 9/16in).

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

Provenance

A private collection, Israel. Acquired by the current owner in 2009.

An oil painting of the same date and subject, titled 'Under the Umbrella', is illustrated in Barbara Lindop's monograph on Gerard Sekoto (Lindop 1988, p.230).

Bibliography

B. Lindop, Gerard Sekoto (Randburg, 1988), p.230.





45 * **BRETT MURRAY (SOUTH AFRICAN, BORN 1961)**

The Party vs. The People, 2010 edition of 6 + 1AP bronze 54cm x 81cm x 59cm (21 1/4in x 37 7/8in x 23 1/4in).

£3,000 - 5,000 US\$3,900 - 6,500 €3,400 - 5,700

Provenance The collection of Walid Juffali.

46 *****

BRETT MURRAY (SOUTH AFRICAN, BORN 1961) One Party State, 2010 edition of 6 + 1AP bronze 53cm x 57cm x 52cm (20 7/8in x 22 7/16in x 20 1/2in).

£3,000 - 5,000 US\$3,900 - 6,500 €3,400 - 5,700

Provenance The collection of Walid Juffali.



47 * TP

LIONEL SMIT (SOUTH AFRICAN, BORN 1982)

Large Malay Girl II signed, dated and numbered 'Lionel Smit 2010 12/12' (lower right); bears 'Bronz Editions' foundry stamp bronze with blue patination $120 \times 62 \times 92cm$ (47 1/4 x 24 7/16 x 36 1/4in).

£8,000 - 12,000 US\$10,000 - 16,000 €9,100 - 14,000

Provenance

Purchased from Everard Read, Johannesburg in 2015. A private collection, USA.



DYLAN LEWIS (SOUTH AFRICAN, BORN 1964)

Standing Leopard signed and numbered 'Dylan Lewis 13/15, S.121' (to base beneath leopard's tale) bronze 53.5 x 14.5 x 90cm (21 1/16 x 5 11/16 x 35 7/16in).

£18,000 - 25,000 US\$23,000 - 32,000 €20,000 - 28,000

Provenance

Acquired from Everard Read. A private collection.

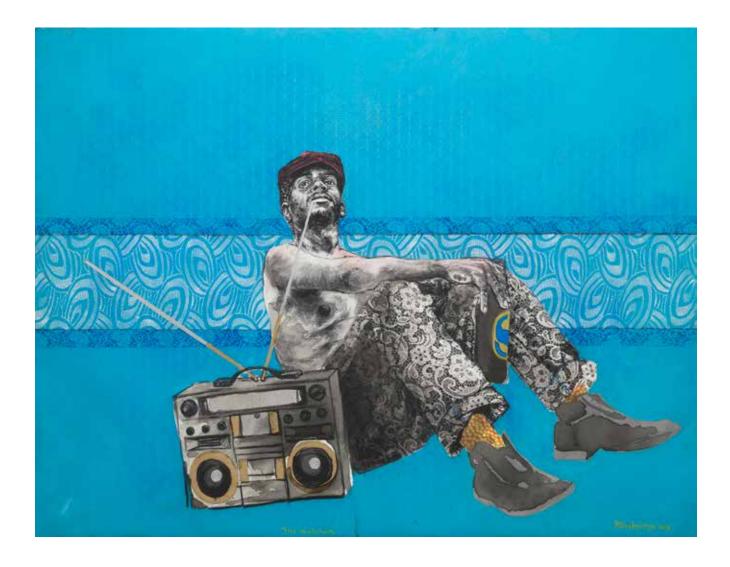
Since his first experiments with the subject in the early 1990s, Dylan Lewis has subsequently developed a reputation as one of the greatest sculptors of the cat family.

Lewis's exploration of the motif was inspired by a direct experience of the wild animal in its natural environment. He was awed by the raw energy of South Africa's fauna and flora, spending much time in the coarse and desolate landscape between the Cape Peninsula and the interior. Of all the animals he encountered, the leopard was the one that most fully communicated the wildness of the region.

Lewis's sculptures are also characterised by their anatomical precision. The musculature of the animal is rendered in great detail; a celebration of its lithe athleticism.

Bibliography

L. Twiggs, Shape Shifting: From animal to human: The Sculpture of Dylan Lewis, (London, 2009) pp.1-3.



49 BAMBO SIBIYA (SOUTH AFRICAN, BORN 1985)

The Watcher titled, signed and dated (lower margin) mixed media, charcoal, acrylic and coloured carbon power 140 x 180cm (55 1/8 x 70 7/8in).

£3,000 - 5,000 US\$3,900 - 6,500 €3,400 - 5,700

'Creative Currents of the Nile' curated by Roubi L'Roubi

We are delighted to present a selection of highlights by artists from Sudan and Ethiopia. The artworks have been chosen by the celebrated curator and fashion designer, Roubi L'Roubi, to explore the creative influence of the Nile and how the geography of the region both unifies and divides its peoples.

The theme builds on the foundation of L'Roubi's recent exhibition at the Saatchi Gallery, titled 'Forests and Spirits: Figurative Art from the Khartoum School'. Two of the artists included in the exhibition also feature here: the celebrated Sudanese modernist Ibrahim El-Salahi, whose monumental 'Reborn Sounds of Childhood Dreams I' is one of the crowning glories of Tate Modern, London, and one of the Khartoum School's next generation of talent, Salah El Mur.

L'Roubi has broadened his vision for this selection, inviting the viewer to draw parallels between the works of El-Salahi and his Ethiopian contemporary Skunder Boghossian. Also included are pieces by the acclaimed ceramists, Abbaro and Nigoumi; their works simultaneously reference Sudan's long tradition of pottery and craft, and showcase the innovations of their fellow modernists.





50 SIDDIG EL NIGOUMI (SUDAN 1931-1996)

Blue Lidded Pot (1976) bears maker's mark and dated '76 (to base) earthenware $16.5 \times 14 \times 14cm$ (6 $1/2 \times 5 1/2 \times 5 1/2in$).

£3,000 - 5,000 US\$3,900 - 6,500 €3,400 - 5,700

Born in The Sudan in 1931, Siddig's career began as a calligrapher for the Publications Bureau in Khartoum. This training impressed the importance of line on Siddiq and would imbue his later artworks with a strong rhythmic energy. Following this, he enrolled in a three year course at the School of Art in Khartoum where he specialised in pottery. In 1957 he was awarded a government grant to study ceramics at the Central School of Art in London.

He eventually settled in England permanently in 1967, where his works were positively received. He was nominated for membership of the Craft Potters Association in the early 1970s, and in 1980 the Victoria and Albert Museum acquired several of his pieces for their collection.

Siddig popularised the use of traditional African pottery techniques within British studio ceramics. His pots are hand built, using the ancient methods of coiling and smoothing. He then burnished the surfaces, rubbing them with a stone. On pots which had already been fired in the electric kiln, he would smoke the surface with a lighted taper of finely rolled newspaper, the flame licking the surface and depositing a thin but delicate mottled pattern.

51 AHMAD SHIBRAIN (SUDAN, 1931-2017)

Faces signed 'Shibrain' in Arabic (lower left) mixed media on board in two parts $57 \times 56cm$ (22 7/16 x 22 1/16in).

£5,000 - 8,000 US\$6,500 - 10,000 €5,700 - 9,100

Provenance

Property from the collection of Georges El-Zeenny, Beirut. Thence by descent to the present owner, London.



MOHAMMED AHMED ABDALLA ABBARO (SUDANESE, 1933-2016)

Pot (with narrow neck), 1986 porcelain stoneware, reptilian cracked surface 62 x 43 x 43cm (24 7/16 x 16 15/16 x 16 15/16in).

£3,000 - 5,000 US\$3,900 - 6,500 €3,400 - 5,700

Provenance

Collection of the artist. A private collection, UK.

Literature

S. Hassan, 'The Khartoum and Addis Connections', Seven Stories about modern art in Africa, London, 1995. Illustrated p.123.

When Abbaro was born, Sudan was still a British colony. He was raised in the Nuba mountains, where his parents had a farm. Abbaro worked as a carpenter to fund his studies at the Khartoum College of Fine and Applied Arts. His potential was swiftly recognised, and a year later he won a scholarship to continue his education at the Central School of Arts and Crafts in London.

His ceramics are characterized by their experimental surfaces, achieved through pioneering glazing and firing techniques. The present lot dates to the artist's "igneous period" - these wild forms were inspired by volcanic earth and snakeskin.

Abbaro was not only considered to be one of the most innovative ceramicists of his generation, he was also highly influential in developing the next wave of talent. He took up a teaching post at Camden Arts Centre in 1966. He acted as head of the ceramics department for two decades, before finally taking retirement in 1990.

Over the course of his career, he exhibited at many of London's most prestigious venues including the Barbican, Whitechapel, the Mall Galleries and the Iraqi Cultural Centre.



53 MOHAMMED AHMED ABDALLA ABBARO (SUDANESE, 1933-2016)

Deep Rimmed Bowl (1991) burnished, hire-fired porcelain stoneware 34.5 x 40 x 40cm (13 9/16 x 15 3/4 x 15 3/4in).

£3,000 - 5,000 US\$3,900 - 6,500 €3,400 - 5,700

Provenance

Collection of the artist. A private collection, UK.

Literature

S. Hassan, 'The Khartoum and Addis Connections', *Seven Stories about modern art in Africa*, London, 1995. Illustrated p.122.



HUSSEIN SHARIFFE (SUDANESE, 1934-2005) Rubaivat

signed and dated 'Shariffe/ 1996' (lower right) mixed media on canvas 115 x 140cm (45 1/4 x 55 1/8in).

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

Shariffe's oeuvre encompasses a variety of media, including poetry and film. However, he saw himself as a painter first and foremost. Following a period at Cambridge University, he proceeded to study at the Slade School of Fine Art in London. This training would influence his creative approach for the rest of his career:

"I am a painter. Each work of art is different. I paint essentially for myself. I see myself essentially as a painter, but I also come to life as a filmmaker." (Hussein Shariffe)

On his return to Sudan in 1960, Shariffe took up a teaching post at the School of Fine Arts, Khartoum. The next two decades were characterised by artistic experimentation. Fellow painter, Rashid Diab, described Shariffe's visionary canvases thus:

"unique, spontaneous, rich in expression and giving...we discover the truth of his poetry and poetic maneuvers in both colour and form. An original pioneer among the pioneers of abstraction in the contemporary Sudanese art world."

Shariffe is celebrated as a national icon, but his democratic approach to art making has inspired painters and film makers across the world. His works have been exhibited at Gallery One in London, the São Paulo Biennial, the Sharjar Art Foundation, in addition to Jordan, Egypt and Germany.

Biography

National Portrait Gallery online catalogue: https://www.npg.org.uk/ collections/search/person/mp88859/hussein-shariffe



IBRAHIM EL-SALAHI (SUDANESE, BORN 1930)

Standing Figure signed 'Salahi' (lower right) pen & ink 60 x 45.5cm (23 5/8 x 17 15/16in).

£15,000 - 20,000 US\$19,000 - 26,000 €17,000 - 23,000

Provenance

Acquired in Nigeria, circa 1960. A private collection, United States.

El-Salahi is perhaps Sudan's most celebrated living artist. His five decade career was brought to international attention in 2013, when a major retrospective of his work was held at Tate Modern in London.

The exhibition touched on key themes that run throughout the artist's oeuvre: the legacy of colonialism, the creative influence of faith, and his own hybrid identity. Having studied at the Slade School of Fine Art in London, El-Salahi returned to Sudan in 1957 where he devoted his attention to the ancient artistic traditions of the region and the study of calligraphy. His works from the 1960s are therefore a fusion of African, Arab, Islamic and Western influences.

This ink and whitewash is not dated but is very similar in subject matter and style to the line drawings that he executed in the early 1960s. A very similar piece is illustrated in Salah Hassan's catalogue, Ibrahim El-Salahi: A Visionary Modernist, (New York, 2012), fig.14, p.57.

El-Salahi's work can be found in the collections of the Museum of Modern Art, New York, Metropolitan Museum, New York, The Art Institute of Chicago, Chicago, The British Museum, London, Tate Modern, London, The Smithsonian Institute, Washington DC, The Guggenheim Museum, Abu Dhabi, The National Gallery, Berlin, and many others.



56 SALAH EL-MUR (SUDANESE, BORN 1966)

Family day out signed and dated 'S.ELMUR.2016' (lower left) acrylic on canvas 89 x 119cm (35 1/16 x 46 7/8in).

£10,000 - 15,000 US\$13,000 - 19,000 €11,000 - 17,000 Family day out was recently exhibited in the exhibition Forests and Spirits: Figurative Art from the Khartoum School at the Saatchi Gallery. It depicts a family outing to the Sunut Forest; one of the few remaining urban forests in Sudan, it lies at the confluence of the White and Blue Nile. It is an popular leisure site for Khartoum's residents and an important educational resource for the city's schools.

The figures are delineated in a flat, naive style using bold blocks of colour. This technique is a result of El Mur's early training as an illustrator. His illustrations feature in 35 children's books that have been published in Arabic, French, Italian and Spanish.

Previous to the show at Saatchi, a retrospective of Elmur's work was exhibited at the Sharjah Art Museum in 2018. His works can be found in numerous private and public collections including the Museum of African Contemporary Art Al Maaden (MACAAL).



ALEXANDER SKUNDER BOGHOSSIAN (ETHIOPIAN, 1937-2003)

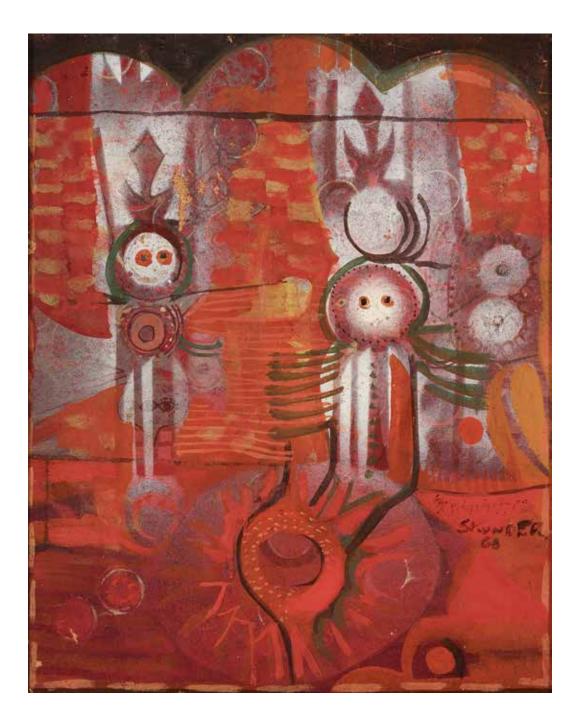
Sacred text signed and dated 'SKUNDER 68' (lower right) oil and paper collage on board $56 \times 62cm$ (22 1/16 x 24 7/16in).

£8,000 - 12,000 US\$10,000 - 16,000 €9,100 - 14,000

Provenance A private collection, USA. Alexander 'Skunder' Boghossian's artistic talents were recognised early. Aged only 17, he was awarded second prize at the prestigious Jubilee Anniversary Celebration of Emperor Haile Selassie I. Skunder left for Europe shortly afterwards, having received a scholarship from the Ethiopian government.

He spent the next two years in London, studying at St. Martins School, Central School and the Slade School of Fine Art. He then moved to Paris where he taught at the Academie de la Grande Chaumiere, and the atelier of Alberto Giacometti. He returned to Ethiopia in 1966, where he took up a teaching post at the Fine Arts School in Addis Ababa, where the present lot was executed.

Boghossian was the first African artist to have a work purchased by the Museum of Modern Art in New York, as well as being the first African commissioned by the World Federation of the United Nations Association to design a First Day Cover for a United Nations stamp.



ALEXANDER SKUNDER BOGHOSSIAN (ETHIOPIAN, 1937-2003) Two figures seen through an archway signed and dated 'SKUNDER 68' (lower right) oil on partical board 53.5 x 43cm (21 1/16 x 16 15/16in).

£7,000 - 10,000 US\$9,100 - 13,000 €8,000 - 11,000





59 DAWIT ABEBE (ETHIOPIAN, BORN 1978) The football shirt

signed and dated 'Dawit Abebe/ 2008' (lower right) oil on canvas $70 \times 60 cm$ (27 9/16 x 23 5/8in).

£4,000 - 6,000 US\$5,200 - 7,800 €4,600 - 6,800

60

EPHREM SOLOMON (ETHIOPIAN, BORN 1983)

Forbidden Fruit (2015) inscribed with artist's name, title and medium (verso) woodcut and mixed media 85 x 85cm (33 7/16 x 33 7/16in).

£4,000 - 6,000 US\$5,200 - 7,800 €4,600 - 6,800







EPHREM SOLOMON (ETHIOPIAN, BORN 1983) Three portraits (2014)

I hree portraits (2014) signed and dated (verso) woodcut, engraving and mixed media 40 x 40cm (15 3/4 x 15 3/4in) each. (3)

£3,000 - 5,000 US\$3,900 - 6,500 €3,400 - 5,700

62 MALICK SIDIBÉ (MALIAN, 1935-2016)

'Surprise Party' & 'Studio'
the first is signed, titled and dated 'Surprise Party 1966 Malick Sidibé (printed 2014)'; the second is inscribed 'Studio 1973 Malick Sidibé (printed 2014)' (verso)
gelatin silver prints *61 x 61cm (24 x 24in) each.*(2)

£4,000 - 6,000 US\$5,200 - 7,800 €4,600 - 6,800

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 Keïta (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.

Bibliography

C. Keller, *Malick Sidibé*, accessed from https://www.guggenheim.org/ artwork/10485



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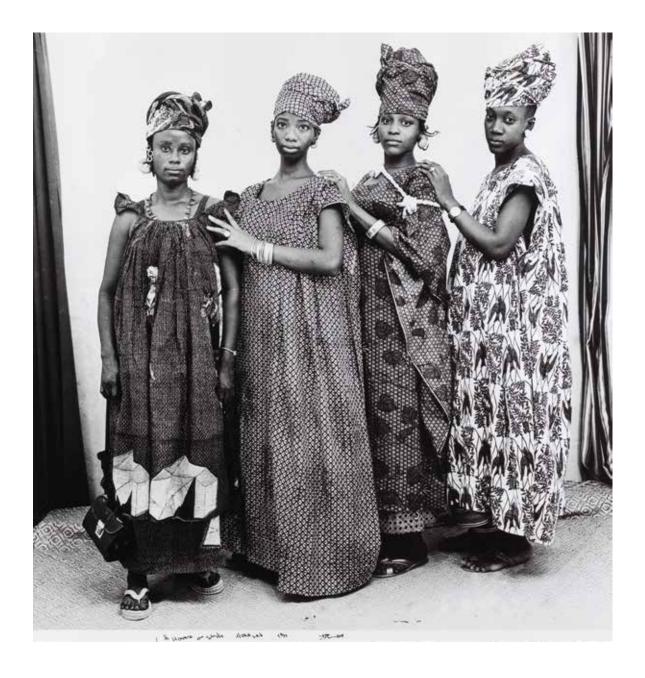


Nuit de Noël (Hoppy-chub) 1963 Molick sidily 2013

63 MALICK SIDIBÉ (MALIAN, 1935-2016)

'Nuit de Noel' (1963) & an album of 23 photographs signed, titled and dated 'Nuit de Noel (Happy Club)/ Malick Sidibe/ 1963 (printed 2013)' gelatin silver print 17 x 12cm (6 11/16 x 4 3/4in). (24)

£3,000 - 5,000 US\$3,900 - 6,500 €3,400 - 5,700



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

£3,000 - 5,000 US\$3,900 - 6,500 €3,400 - 5,700

Please note: this print has an accompanying certificate of authenticity signed and dated by the artist in 1972. It confirms it is a unique print, numbered 1/1.



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

Joyeuse mere de race de coleur de l'arc-en-ciel each card signed and dated '26-9-2008' (verso) pen and crayon on card $16 \times 11cm$ (6 5/16 x 4 5/16in) each. (30)

£12,000 - 18,000 US\$16,000 - 23,000 €14,000 - 20,000

Provenance

Purchased from the artist's family, 2011. Acquired by a private collector, 2018.

Please note: this series has an accompanying certificate of authenticity signed by the artist's son.



OUATTARA WATTS (IVORY COAST, BORN 1957)

Abstract (masked figure) inscribed 'Ouattara Watts/ New York/ 2015' (verso) mixed media on canvas 120 x 120cm (47 1/4 x 47 1/4in).

£7,000 - 10,000 US\$9,100 - 13,000 €8,000 - 11,000

Born and raised in Abidjan, Watts moved to Paris in 1977 to study at the prestigious École nationale supérieure des beaux-arts. Following his graduation, he was talent spotted by the curator, Gaya Goldcymer, who helped to stage his first exhibition. The show was a success, attracting the attention of collectors including Claude Picasso. However, Watts's real break came when he met Jean-Michel Basquiat at the opening of one of the American artist's exhibitions. Basquiat visited Watts's studio, and was so impressed with what he saw that he urged him to hold a solo show in New York. The works were so positively received that the gallery joined Basquiat in encouraging Watts to relocate to the Big Apple.

Sadly Basquiat's untimely death prevented the two men collaborating further, but Watts moved to New York soon after, where he lives and works to this day. Since the first sell out exhibition, Watts has shown his works at various venues including Gagosian Gallery in New York, Magazzinno d'Arte Moderna in Rome, and participated in the 2018 Dakar Biennial.



67 ABOUDIA ABDOULAYE DIARRASSOUBA (IVORIAN, BORN 1983) Untitled, 2014

signed 'ABOUDIA' (lower left) acrylic on canvas 200 x 125cm (78 3/4 x 49 3/16in).

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



68 * ABOUDIA ABDOULAYE DIARRASSOUBA (IVORIAN, BORN 1983) Untitled

signed 'ABOUDIA' (lower right) mixed media on canvas 120 x 180cm (47 1/4 x 70 7/8in).

£12,000 - 18,000 US\$16,000 - 23,000 €14,000 - 20,000

Provenance Acquired at Out of Africa Gallery, Spain. A private collection, USA.

This subject of this painting, Abidijan's youths, are one of Aboudia's signature motifs. He spent much of his own childhood playing with his peers on the streets:

"I feel close to them because when I decided to get involved in art, my family was against it and I left my home and lived alone. The Abobo railway station has always been a source of inspiration because it is a living and popular place. Many marginalized kids meet there. Because I noticed that these kids drew upon the neighbourhood walls to express what was deep within them, it occurred to me - because I had also been there - to try and transmit the message portrayed by their pictures on canvas".





69 *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).

£3,000 - 5,000 US\$3,900 - 6,500 €3,400 - 5,700

70 **ARMAND BOUA (IVORIAN, BORN 1978)** Untitled signed 'BOUA' (lower left) acrylic and tar on card 135 x 165cm (53 1/8 x 64 15/16in).

£4,000 - 6,000 US\$5,200 - 7,800 €4,600 - 6,800



71 **AMADOU SANOGO (MALIAN , BORN 1977)** C'est ce que je voix?

signed and dated 'A. Sanogo/ 2015' (lower right) acrylic on fabric 173.5 x 135cm (68 5/16 x 53 1/8in).

£5,000 - 7,000 US\$6,500 - 9,100 €5,700 - 8,000



72 **ABOUDIA ABDOULAYE DIARRASSOUBA (IVORIAN, BORN 1983)** Untitled, 2018 signed 'ABOUDIA' (lower right) acrylic, oil and crayon on canvas 100 x 100cm (39 3/8 x 39 3/8in).

£7,000 - 10,000 US\$9,100 - 13,000 €8,000 - 11,000

Provenance Purchased at African Contemporary Art Gallery, Portugal, 2018.

Accompanied by a certificate of authenticity signed by the artist.

GERARD QUENUM (BENINESE, BORN 1971)

Initiation wood, metal and doll parts 146 x 20 x 20cm (57 1/2 x 7 7/8 x 7 7/8in) including base.

£3,000 - 5,000 US\$3,900 - 6,500 €3,400 - 5,700

Provenance

Acquired from October Gallery, London, in 2008. A private collection, UK.

Quenum's aesthetic is characterised by his use of 'urban detritus', discarded objects that he finds on the streets around his studio. His sculptures are frequently constructed from bits of bone, wood and plastic. He also incorporates objects associated with Beninese traditions including mortars, drums and staffs. Quenum is interested in the way the original functions of these objects continue to inform his assemblages. The ritual elements lend the sculptures a spiritual quality. The artist claims he is paying his respects to ancestral customs.

The grandson of a priestess, Quenum describes how deeply his grandmother's practices have influenced his artistic approach. In this tradition, "objects must be very precisely placed to interact with their environment so as to create a special ambience".

The artist first began to incorporate plastic dolls into his sculpture in the late 1990s. Whilst walking one day, he happened across a plastic doll abandoned by the roadside. Such toys frequently find their way to Benin as part of overseas aid packages. The doll was soaked through, and Quenum took it back to his studio and nailed it to a wooden post to dry. Over the next few days, he was struck by the strength of emotion the doll aroused in his visitors, but also in himself:

"The face of each doll inspires me, almost as if the doll were telling me its story, and my job is to understand and then to surround it with whatever props are necessary to render that story visible...I'm prompted to give these foundlings a safe place from where they can recount the stories of the things they have been."

The doll series deals with themes of abandonment and human suffering, but the artist maintains it is fundamentally positive. The incongruous juxtaposition of the doll's head with the roughly carved wooden post lends the sculpture a humorous, even mischievous quality. Quenum reminds the viewer that even in the gloomiest circumstances, there are "moments of illumination".

Quenum held his first solo exhibition in Cotonou, Benin in 1998. Since then his works have been shown in Paris, London and Brazil. In 2012 he exhibited a series of assemblages entitled *Dolls Never Die* at the October Gallery in London.

Bibliography

G. Houghton, Gerard Quenum: Dolls Never Die, (London, 2012) pp.2-10.





74 *

DOMINIQUE ZINKPE (BENINESE, BORN 1969)

Untitled signed 'ZINKPE' (lower right) acrylic on canvas 85 x 100cm (33 7/16 x 39 3/8in).

£5,000 - 8,000 US\$6,500 - 10,000 €5,700 - 9,100

Provenance

Acquired directly from the artist. A private collection.

Dominique Zinkpè was born in 1969 in Cotonou. Benin's history, its pre-colonial greatness and the impact of subsequent French rule, is embedded in his work. His visual language draws inspiration from Catholicism, Animism and indigenous traditions - celebrating the nation's rich diversity, but also highlighting the unresolved tensions.

The artist's recent paintings depict "a world of ghosts". His figures are a hybrid of human, animal and mythical beast. It is often unclear whether they are among the living or the dead. Their maniacal dance evoke traditional Beninese rituals. Pregnant and fertile women occur frequently, through which the artist explores themes of desire, reproduction, abortion or expectancy.

Zinkpè was awarded the Prix Jeune Talent Africain (Young African Talent) Award at the Grapholie in Abidjan in 1993. In 2002 he received the West African Economic and Monetory Union (UEMOA) Prize at the Dakar Biennale.



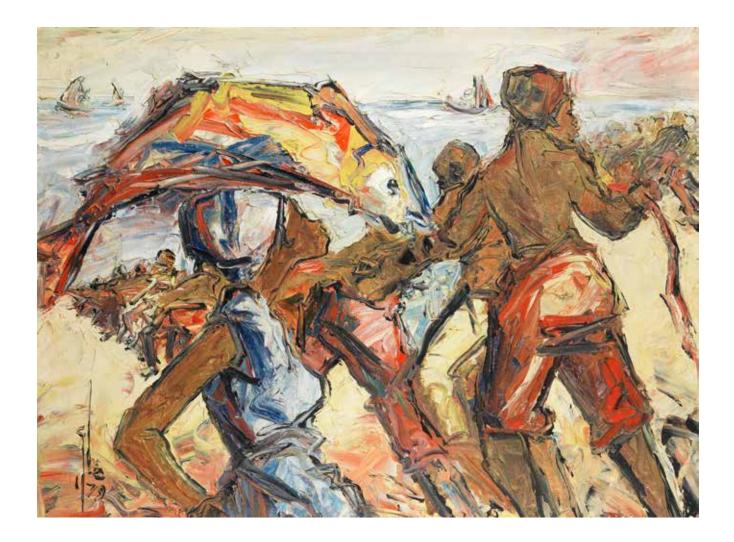
75 *** DOMINIQUE ZINKPE (BENINESE, BORN 1969)** Belle d'un Jour signed 'ZINKPE' (lower right) acrylic on canvas 150 x 150cm (59 1/16 x 59 1/16in).

£5,000 - 8,000 US\$6,500 - 10,000 €5,700 - 9,100



76 * **ABLADE GLOVER (GHANAIAN, BORN 1934)** Harmattan signed and dated 'Glo/ 99' (lower right) oil on canvas 102 x 102cm (40 3/16 x 40 3/16in).

£4,000 - 6,000 US\$5,200 - 7,800 €4,600 - 6,800

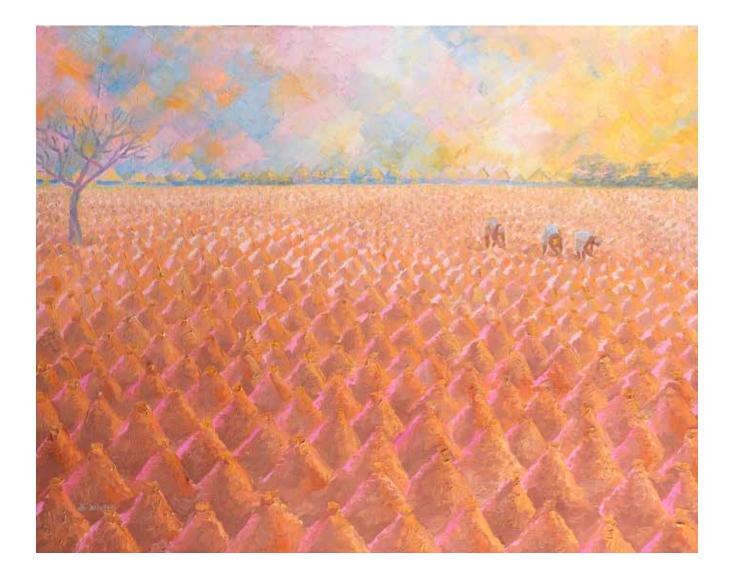


77 ABLADE GLOVER (GHANAIAN, BORN 1934)

Fishing scene signed and dated 'Glo/ 79' (lower left) oil on canvas 75 x 100.5cm (29 1/2 x 39 9/16in).

£6,000 - 9,000 US\$7,800 - 12,000 €6,800 - 10,000

Provenance Acquired directly from the artist in Accra, circa 1975. By direct descent.



78 ATO DELAQUIS (GHANAIAN, BORN 1945) Yam Farm

signed 'ato delaquis' (lower left); signed and titled (verso) oil on canvas 73.5 x 91.5cm (28 15/16 x 36in).

£5,000 - 7,000 US\$6,500 - 9,100 €5,700 - 8,000

Provenance

Acquired directly form the artist in Accra, circa 1975. By direct descent.



79 * EL ANATSUI (GHANAIAN, BORN 1944)

'Talakawa' initialled and dated 'EL/ 91' (lower right) carved and painted wood 120 x 50 x 40cm (47 1/4 x 19 11/16 x 15 3/4in).

£18,000 - 22,000 US\$23,000 - 29,000 €20,000 - 25,000

Provenance

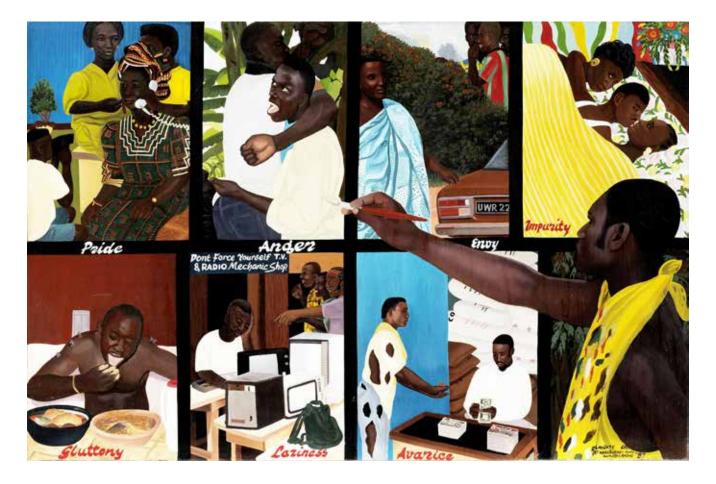
The collection of the late Chief Torch Taire. Purchased from Nimbus Gallery, Lagos, in 1992. A private collection.

Exhibited

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

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

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





ALMIGHTY GOD (GHANAIAN, BORN 1950) 'The Seven Sins of Man' and 'Witches Camp' signed and dated 'ALMIGHTY GOD/ARTWORKS KWAME - JUNE/ KUMASI GHANA/ '97' (lower right) oil on board 81 x 121cm (31 7/8 x 47 5/8in) each. (2)

£4,000 - 6,000 US\$5,200 - 7,800 €4,600 - 6,800

Provenance, Acquired by the current owner, 1997.



81 *

ABLADE GLOVER (GHANAIAN, BORN 1934)

At Prayer (blue) signed and dated 'Glo/ 01' (lower right) oil on canvas 103 x 152cm (40 9/16 x 59 13/16in).

£5,000 - 8,000 US\$6,500 - 10,000 €5,700 - 9,100

Provenance

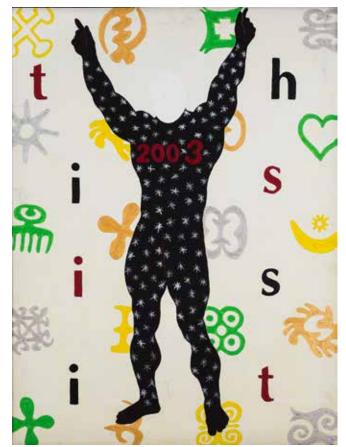
A private collection, Switzerland.

This painting is quintessential Glover, executed in the fluid brushstrokes and textured impasto that have become his trademark. It belongs to a body of work begun in the early 2000s that explores the act of worship. The city's residents have come together to pray, the foreheads respectfully bowed to the ground. The harmonious palette of blues and violet lend the work an aura of spiritual tranquility.



82 **ATO DELAQUIS (GHANAIAN, BORN 1945)** Sliced Avocados signed and dated 'ato delaquis '85' (lower left); signed and titled (verso) oil on canvas 82.5 x 84.5cm (32 1/2 x 33 1/4in).

£4,000 - 6,000 US\$5,200 - 7,800 €4,600 - 6,800



83 * **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).

£3,000 - 5,000 US\$3,900 - 6,500 €3,400 - 5,700

Provenance Collection of Seth Dei, Accra.

83



UTHMAN M. IBRAHIM (NIGERIAN, BORN 1913) Five watercolours:

1. A densely branched tree 37.5 x 28cm (14 3/4 x 11in).

2. Forest landscape with palm trees 28 x 38cm (11 x 14 15/16in).

3. The fruit seller 37.5 x 28cm (14 3/4 x 11in).

4. Haggling 37.5 x 28cm (14 3/4 x 11in).

5. A dance 37.5 x 28cm (14 3/4 x 11in).

all signed 'U.M. IBRAHIM' (lower right) watercolour on paper

(5)

£3,000 - 5,000 US\$3,900 - 6,500 €3,400 - 5,700

Provenance

In the collection of L.W. Harford, director of Shell West Africa. By descent.

In 1927, the colonial government appointed Kenneth Murray to act as the education officer and art supervisor for the civil service in Nigeria. In 1933, after six years of evaluating and assessment, Murray selected five students to form a class at Government College, Ibadan. Uthman M. Ibrahim was the first to be chosen. The others were Ben Enwonwu, C. Ibeto, D. Nnachy and A. Umana. These five students were collectively known as "the Murray Group".

To celebrate their graduation in 1937, Murray arranged for a selection of the group's work to be exhibited in London at the Zwemmer Gallery. Ibrahim, then 24 years old, displayed nine watercolours and a terracotta sculpture titled *Tortoise*. The paintings depicted the fauna and flora of Nigeria, as well as traditional cultural practices.

In the exhibition catalogue, Murray described Ibrahim as "the first to have training and thus, having indirectly inspired the others, is the originator of the general style of his paintings".

Ibrahim and Enwonwu's sensitive renderings of Nigerian landscapes were praised by visitors who admired their "expressive forms and sense of colour". The exhibition was covered by the BBC and received glowing reviews from a number of eminent art critics. A journalist for *Morning Post* wrote:

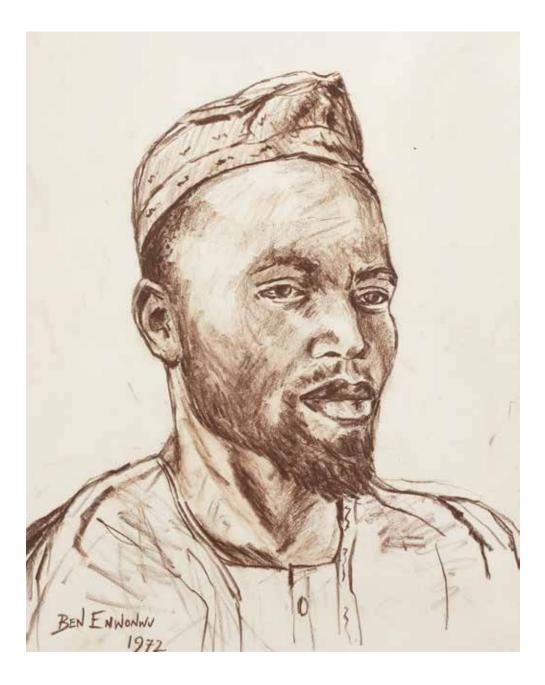
"There is nothing being produced in British art today equal in quality to the carvings and paintings by the Nigerian artists represented at the Zwemmer Gallery."

The Zwemmer Gallery in 1937 was considered a 'centre for modernism' in London. The works by the Murray Group were interpreted by visitors as an "authentic" new development, superior in certain ways to the efforts of British modern artists.

These watercolours were acquired by L.W. Harford, then director of Operations for Shell West Africa. Harford was one of Enwonwu's earliest patrons and helped him to helped him to secure a scholarship to study in England.

Bibliography

S. Ogbechie, Ben Enwonwu: The Making of an African Modernist, (Rochester, 20080 pp.47-52.



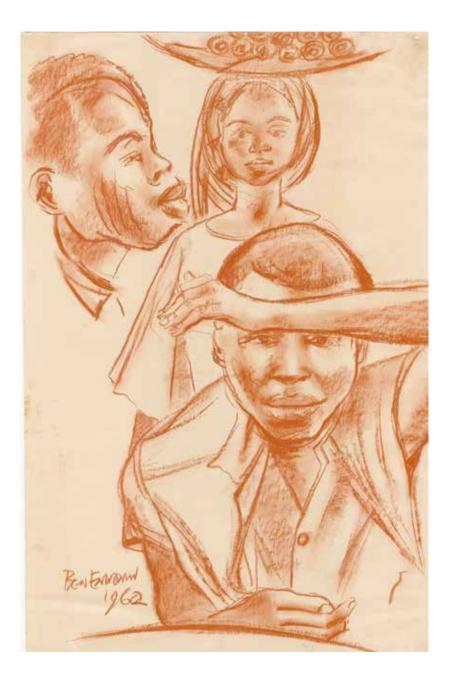
Portrait of a Hausa man signed and dated 'BEN ENWONWU/ 1972' (lower left) red chalk on paper 39.5 x 50cm (15 9/16 x 19 11/16in).

£7,000 - 9,000 US\$9,100 - 12,000 €8,000 - 10,000

Provenance

Acquired by a private collector in Nigeria, circa 1970. By direct descent.

The current owner's father acquired the drawing directly from the artist when he was working as an engineer for Shell in Nigeria in the 1970s.



86 **BENEDICT CHUKWUKADIBIA ENWONWU M.B.E (NIGERIAN, 1917-1994)** Three children signed and dated 'BEN ENWONWU/ 1962' (lower left) chalk on paper 56 x 37cm (22 1/16 x 14 9/16in).

£6,000 - 8,000 US\$7,800 - 10,000 €6,800 - 9,100 **Provenance** A private collection, Germany.



Bust of Sir Louis Mbanefo bronze resin 60 x 57 x 36cm (23 5/8 x 22 7/16 x 14 3/16in).

£12,000 - 18,000 US\$16,000 - 23,000 €14,000 - 20,000

Sir Louis Mbanefo (1911-1977) is often credited as being the first Igbo lawyer and judge in Nigeria. Over the course of his illustrious career, he served as a Supreme Court judge and Chief Justice of Eastern Nigeria. The son of Odu Mbanefo, a high ranking Ozo and member of Onitsha's royal council of chiefs, Louis attended King's College in Lagos before travelling to the UK to read law at the University of London.

Having been called to the bar, he returned to establish his own practice in Onitsha. He quickly cemented his reputation as one of the leading lawyers, and in 1959 was appointed to the Nigerian Supreme Court. He was also the first Nigerian judge at the World Court of Justice at The Hague.



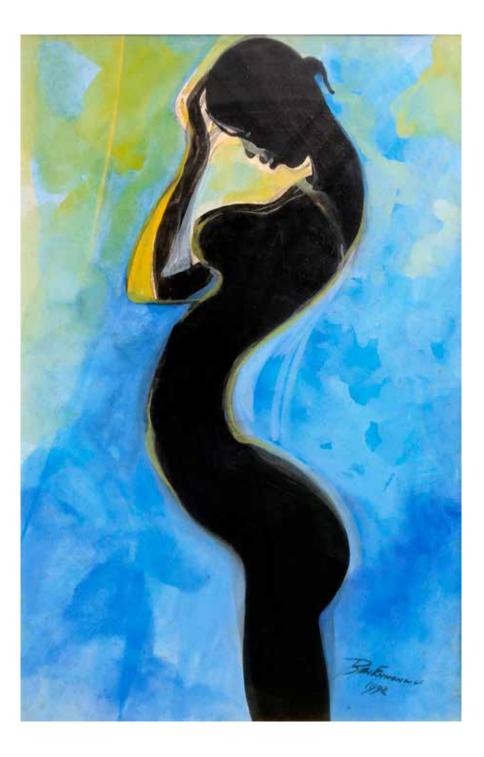
Bust of Dr Kenneth Mellanby (1908-1994) bronze 28 x 18 x 26cm (11 x 7 1/16 x 10 1/4in) excluding base.

£15,000 - 20,000 US\$19,000 - 26,000 €17,000 - 23,000

Kenneth Mellanby, ecologist (1908-1994), was the First Principal, University College, Ibadan, Nigeria 1947-53.

When Mellanby arrived in Ibadan, there were no buildings, no staff and no students. Under his conscientious and organised management the college rapidly expanded. At the end of his tenure in 1953, the University was renowned for its excellent and carefully selected staff, and had attracted several hundred students. Mellanby was awarded a CBE in 1954 for his achievements.

This portrait bust was commissioned by University College, Ibadan, to commemorate Mellanby's contribution.



signed and dated 'Ben Enwownu 1992' (lower right) gouache on paperboard 79 x 51cm (31 1/8 x 20 1/16in).

£40,000 - 60,000 US\$52,000 - 78,000 €46,000 - 68,000 **Provenance** A private collection, Nigeria.



Two women wearing Ankara signed 'BEN ENWONWU R.B.A./ 1959' (lower right); inscribed 'No.5' (verso) gouache 76 x 53cm (29 15/16 x 20 7/8in).

£40,000 - 60,000 US\$52,000 - 78,000 €46,000 - 68,000

Provenance

Acquired directly from the artist in Lagos c.1960 by Mr Harry McClatchey; By direct descent to the current owner.

Mr A.H.B. McClatchey (always known as Harry) was a personnel manager for Shell stationed in Nigeria from 1959 - 1962 and then later in Indonesia.



BRUCE ONOBRAKPEYA (NIGERIAN, BORN 1932)

- A set of 8 metal foil reliefs: 1. Orakive I, 1983, 17/30, 24 x 9.5cm
- 2. Orakive II, 1983, 18/30, 24 x 9.5cm
- 3. Orakive III, 1983, 11/30, 24 x 9.5cm
- 4. Orakive IV, 1983, 7/30, 24 x 9.5cm
- 5. Mamiwata Voyibo I, 1976, 18/30, 16 x 11.5cm
- 6. Mamiwata Voyibo II, 1976, 18/30, 16 x 11.5cm
- 7. Aro Emamiwata, 1976, 10/30, 16 x 12cm
- 8. Egodo Emamiwata, 1976, 19/30, 16 x 12cm

all signed and dated; inscribed with artist's name, title, date and edition number (verso) etched metal foil reliefs

(8)

£3,000 - 5,000 US\$3,900 - 6,500 €3,400 - 5,700



92 * BRUCE ONOBRAKPEYA (NIGERIAN, BORN 1932)

Ekugbe (Unity) signed and dated 'Bruce Ononbrakpeya 1995' (lower right) oil on canvas 203 x 139cm (79 15/16 x 54 3/4in).

£25,000 - 30,000 US\$32,000 - 39,000 €28,000 - 34,000

Provenance A private collection, Nigeria.

Exhibited

Lagos, Lagos Court of Arbitration, The Harmattan Workshop, 2016.

Literature

D. Jegede, ed. Onobrakpeya: Masks of the flaming arrow, (Milan, 2014). Illustrated fig. 279, p.240.

This work was produced during a period of social unrest in Nigeria between the years 1995 to 1999. Specifically in response to the murder of Ken Saro-Wiwa.



BRUCE ONOBRAKPEYA (NIGERIAN, BORN 1932)

Portfolio of 12 engravings:

- 1. Ogbonu Igosimisi, 1969 2. Ekhara, 1979
- 3. Okpo Mbve, 1979
- 4. Ota Gbinowe, 1979 5. Obarro Rishoshi, 1979
- 6. Mamiwata, 1979
- 7. The Lord is My Shepherd, 1979
- 8. Afieki I, 1979
- 9. Urapele, 1979
- 10. Ubiebi Fovwe, 1979

11. Udwowena, 1979 12. Efioto Uephrau, 1979

all signed, titled, dated and numbered 44/250 (lower margin) lino and wood engravings 35.5 x 27cm (14 x 10 5/8in) sheet size. (12)

£2,000 - 3,000 US\$2,600 - 3,900 €2,300 - 3,400



BEN OSAWE (NIGERIAN, 1931-2007)

The Maiden, circa 1970 ebony *81 x 20 x 23cm (31 7/8 x 7 7/8 x 9 1/16in).*

£7,000 - 10,000 US\$9,100 - 13,000 €8,000 - 11,000





Standing woman bronze 69 x 17.5 x 12cm (27 3/16 x 6 7/8 x 4 3/4in) excluding base.

£30,000 - 50,000 US\$39,000 - 65,000 €34,000 - 57,000

Provenance

Acquired from the artist by Brother Leo V. Ryan, 1966. Acquired by a private collector, 2017.

Exhibited

Ibadan, 1966.

Brother Leo V. Ryan was appointed to be director of the Peace Corps in Nigeria between 1966 and 1968. It was during this period that he was introduced to Enwonwu and acquired this bronze woman.

It has been posited that the sculpture is a portrait of the wife of the Oba of Benin. Historically, the Oba of Benin was the Head of State of the Benin Empire until the British annexed the area in 1897. Although the Oba's throne was never restored, his descendants have preserved their title and status as tradition rulers in modern day Nigeria.

Enwonwu was one of the most eminent and respected artists in Nigeria in the mid-1960s. He was made a fellow of Lagos University between 1966-1968, and was appointed cultural advisor to the Nigerian government in 1968. It is therefore not surprising that he would have attracted the attention of the director of the Peace Corps, as they would have been moving in the same social circles.

We are grateful to Professor Sylvester Ogbechie for his assistance with cataloguing this lot.

Profile portrait of a woman wearing a headscarf signed and dated 'Ben Enwownwu/ 1962' (lower right) watercolour and gouache $75 \times 26cm$ (29 1/2 \times 10 1/4in).

£12,000 - 18,000 US\$16,000 - 23,000 €14,000 - 20,000

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.





Anyanwu bronze 92 x 21 x 14cm (36 1/4 x 8 1/4 x 5 1/2in).

£100,000 - 150,000 US\$130,000 - 190,000 €110,000 - 170,000

Provenance

A private collection, USA.

Literature

S. Ogbechie, *Ben Enwonwu: The Making of an African Modernist*, (Rochester, 2008), another version illustrated fig.4.3 and fig.4.4. B. Lawal, 'After an imaginary slumber: visual and verbal imagery of "awakening" in Africa', *Word & Image: A Journal of Verbal/Visual Enquiry*, (Volume 26 number 4, 2010), another version illustrated p.423.

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

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

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

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

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

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

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

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

Bibliography

N. Nzegwu, 'Representational Axis: A Cultural Realignment of Enwonwu', *Contemporary Textures: Multidimensionality in Nigerian Art*, ed. N. Nzegwu (New York, 1999) p.163.

S. Ogbechie, *Ben Enwonwu: The Making of an African Modernist*, (Rochester, 2008), pp.128-131.

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







99

98

ERHABOR EMOKPAE (NIGERIAN, 1934-1984)

Enugu from Milliken Hill signed and dated 'EMOKPAE, E, O,/ 56' (lower left); inscribed 'Enugu from Milliken Hill, Enugu./ Local african artists, British Council/ Exhibition - 1957./ F. M. Watson./ Principal. Gov. Women's T. College/ Enugu.' (verso). oil on board

28 x 53cm (11 x 20 7/8in).

£3,000 - 5,000 US\$3,900 - 6,500 €3,400 - 5,700

99 *

PROF. UCHE OKEKE (NIGERIAN, 1933-2016) ANA's Wrath, 1960

signed and dated 'Uche Okeke '60' (upper right) pastel on paper $14 \times 27cm$ (5 1/2 x 10 5/8in).

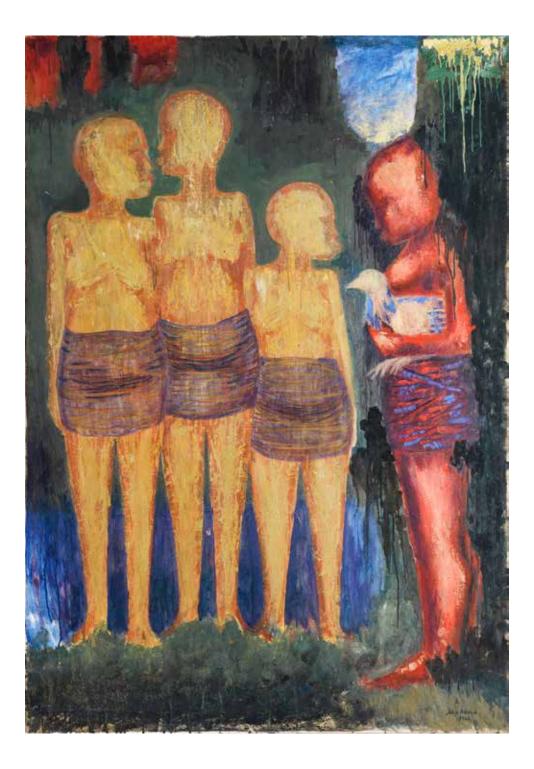
£3,000 - 5,000 US\$3,900 - 6,500 €3,400 - 5,700



100 ***** ERHABOR EMOKPAE (NIGERIAN, 1934-1984) Untitled (White Figure with Animals) signed and dated 'emokpae 62' (lower right)

oil on board 122 x 61cm (48 1/16 x 24in).

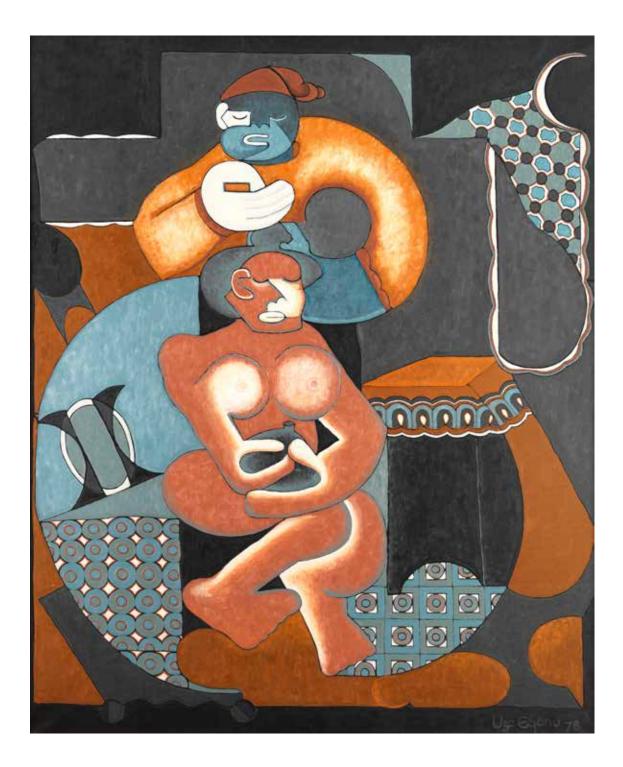
£12,000 - 18,000 US\$16,000 - 23,000 €14,000 - 20,000



JIMOH AKOLO (NIGERIAN, BORN 1934)

Four women and a chicken signed and dated 'Jimo Akolo/ 1962' (lower right) oil on canvas 147 x 100cm (57 7/8 x 39 3/8in).

£5,000 - 8,000 US\$6,500 - 10,000 €5,700 - 9,100



UZO EGONU (NIGERIAN, 1931-1996)

Hair plaiting, 1978 signed and dated 'Uzo Egonu 78' (lower right) oil on canvas 152.5 x 124cm (60 1/16 x 48 13/16in).

£12,000 - 18,000 US\$16,000 - 23,000 €14,000 - 20,000 **Provenance** Collection of the artist. A private collection.

Literature O. Oguibe, Uzo Egonu: An African Artist in the West, (London, 1995), illustrated p.73.



103 * LADI KWALI (NIGERIAN, CIRCA 1925-1984) Narrow necked pot

incized and glazed stoneware £5,000 - 8,000 US\$6,500 - 10,000

€5,700 - 9,100

Provenance

Acquired in Nigeria, circa 1960. A private collection, USA.

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

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

Cardew had moved to Africa to take up a post at Achimota College, an experimental art school in Ghana. In 1951, he was invited to lead a commercial ceramic initiative in Abuja. It was here that he first encountered Ladi Kwali. He was struck by the artistry and dynamism of her pottery. Watching Kwali work was "one of the world's performative wonders", in the words of design historian Tanya Harrod: "She starts by punching into a solid cylinder of clay, pulling up the sides, adding rough coils of clay, walking round and round the pot, scraping and thinning the pot's wall while the whole thing sways outrageously. The shape is then bellied out and an elegant rim created by manipulating a piece of cloth or leather. The end result has perfect symmetry and classical rightness. Ladi Kwali was a past mistress of this and she was also peculiarly imaginative about decorating, always ready to try new ideas. To awed outsiders she appeared to go into a trance-like state as she incised outlines and cross-hatching with a knife-like tool, working her way round the pot without any preliminary setting out."

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

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

Bibliography

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



BONS NWABIANI (NIGERIAN, TWENTIETH CENTURY)

Igbo deities (Red abstract) and 'ljere' the first signed and dated 'Bons Nwabiani UNN'71' (lower right); the second signed and dated 'Bons Nwabiani '71' (lower right); inscribed with title and artist's name (verso) oil on board

81 x 36cm (31 7/8 x 14 3/16in); 30.5 x 61cm (12 x 24in). (2)

£3,000 - 5,000 US\$3,900 - 6,500 €3,400 - 5,700

Provenance

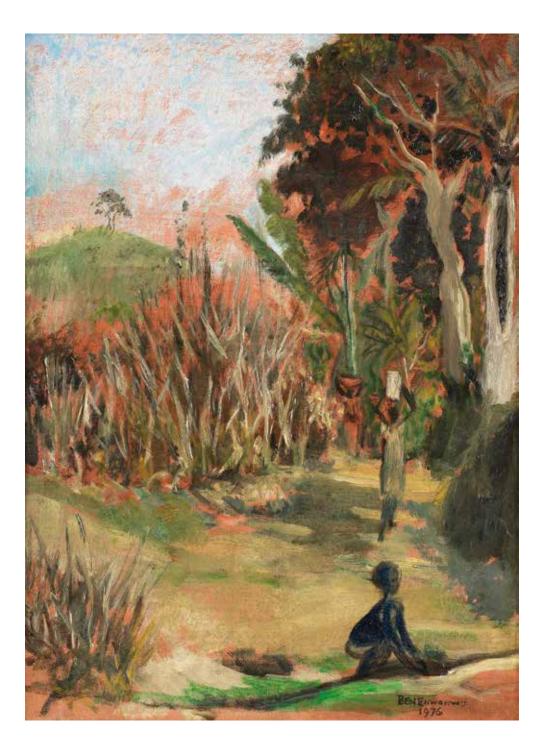
Acquired from the artist by the present owner, in the late 1970s.

With the outbreak of the Nigerian Civil War, ethnicity became increasingly politicised. The secessionist state of Biafra was predominantly Igbo. During the war, almost two million of its residents died from starvation as the Nigerian government blockaded the region in an attempt to bring it back under their control.

The international community showed their support by exhibiting Igbo artists such as Uche Okeke, Obiora Udechukwu and Bons Nwabiani. Their works drew inspiration from Igbo mythology and folklore, and were seen to be important repositories of cultural heritage.

The word *ljere* is an Igbo word meaning 'to serve'. In Igbo culture, wood sculptures and painted masks are an integral part of rituals and ceremonies, simultaneously invoking the gods' presence and honouring them. The swirling lines and fluid shapes are an abstract representation of the Igbo pantheon.

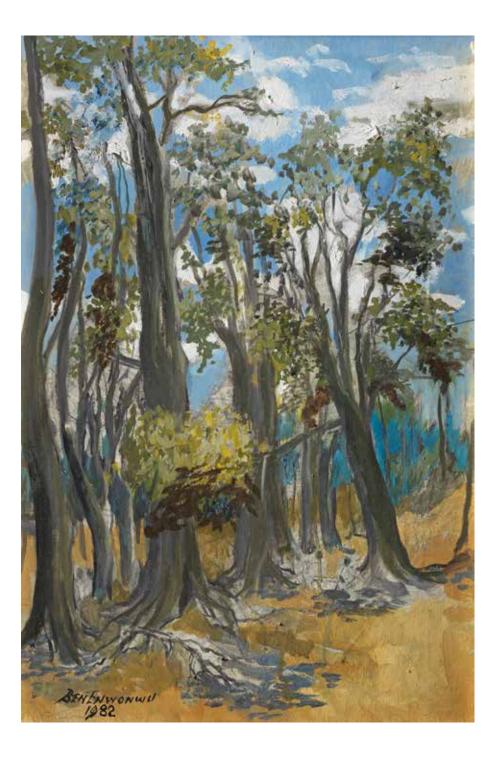




105 * BENEDICT CHUKWUKADIBIA ENWONWU M.B.E (NIGERIAN, 1917-1994) Figures on a forest path

signed and dated 'Ben Enwonwu/ 1976' (lower right) oil on canvas $54 \times 39cm$ (21 1/4 x 15 3/8in).

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



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

Forest trees signed and dated 'BEN ENWONWU/ 1982' (lower left) oil on canvas 53 x 37cm (20 7/8 x 14 9/16in).

£10,000 - 15,000 US\$13,000 - 19,000 €11,000 - 17,000 **Provenance** A private collection, UK.



107 **KOLADE OSHINOWO (NIGERIAN, BORN 1948)** Untitled signed and dated 'Oshinowo/ -88-' (lower right) oil on board 54.5 x 74.5cm (21 7/16 x 29 5/16in).

£3,000 - 5,000 US\$3,900 - 6,500 €3,400 - 5,700



108 **KOLADE OSHINOWO (NIGERIAN, BORN 1948)** Market scene signed and dated 'Oshinowo/ -2002-' (lower left) oil on canvas 99 x 100cm (39 x 39 3/8in).

£3,000 - 5,000 US\$3,900 - 6,500 €3,400 - 5,700

108



109 * ABIODUN OLAKU (NIGERIAN, BORN 1958)

Oke Igbala (Salvation Hill) II signed and dated 'Olaki A. O. '18' (lower left); inscribed 'Oke Igbala (Salvation Hill II) / oil on canvas / Lagos 2018 / Olaku A. O.' (verso) oil on canvas 80 x 102cm (31 1/2 x 40 3/16in).

£4,000 - 6,000 US\$5,200 - 7,800 €4,600 - 6,800



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

Four sketches for the Elephant sculpture commissioned by First Bank Nigeria

watercolour

75 x 25cm (29 1/2 x 9 13/16in) and smaller. (4)

£8,000 - 12,000 US\$10,000 - 16,000 €9,100 - 14,000

Provenance

The collection of Peter Whitehouse & Ted Moore.

Peter Whitehouse and Ted Moore were the designing architects for the new First Bank Nigeria headquarters and commissioned a large bronze of an elephant (the FBN logo) from Enwonwu to adorn the large reception atrium.

The work was cast in the UK and delivered to Lagos, but the then management of FBN did not approve of the sculpture and it was never installed. The above works are the preparatory sketches relating to this commission.



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

The Fruit Seller wood 124 x 32 x 33cm (48 13/16 x 12 5/8 x 13in) excluding base.

£100,000 - 150,000 US\$130,000 - 190,000 €110,000 - 170,000

"This very striking piece by Professor Enwonwu was by all means deeply personal to him. Professor Enwonwu had worked on the piece over an extended period in the mid 70s in his Lagos Studio, before he decided to transport the piece to his ancestral home in Eastern Nigeria. He continued to work on the piece in his ancestral home but the motivation for moving the sculpture from the Lagos studio is unknown. The piece was eventually acquired by a private collector.

The strength and consistency of the wood as well as the posture, facial features and finishing are strikingly similar to seven wooden sculptures (by Prof Enwonwu) commissioned by the Daily Mirror in the 1960's. However the inspiration for this untitled fruit seller piece remains a mystery"





112 GBENGA OFFO (NIGERIAN, BORN 1957) Herbal Healers

signed and dated 'Gbenga Offo/ 2012' (lower left) oil on canvas 120 x 178cm (47 1/4 x 70 1/16in).

£3,000 - 5,000 US\$3,900 - 6,500 €3,400 - 5,700

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

Bust of a boy signed and dated 'Ben Enwonwu/ 1961' (to collar of boy's shirt) bronze resin 33 x 22 x 20cm (13 x 8 11/16 x 7 7/8in).

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



114 TP SOKARI DOUGLAS CAMP (NIGERIAN, BORN 1958)

Naked Fish painted steel 219 x 110 x 60cm (86 1/4 x 43 5/16 x 23 5/8in).

£5,000 - 7,000 US\$6,500 - 9,100

€5,700 - 8,000

Provenance

Acquired directly from the artist by previous owner, London. Purchased by current owner in 2013, London.

Exhibited

New York, American Museum of Natural History, Spirits in Steel – The Art of the Kalabari Masquerade, 1998-1999.

Born in Buguma, Nigeria, but based in London, Sokari Douglas Camp is renowned for the innovative way in which she translates indigenous Kalabari masquerades and festivals into works of sculptured steel. Harnessing industrial materials and bending them to figurative purposes, she challenges the often inert, disembodied display of traditional African masks in western museums, reanimating these rituals through the creation of full masquerading figures (many of them kinetic).

Naked Fish was informed by the head-piece of a masquerade from the Niger Delta area, which the artist encountered at the British Museum.

The object was made from a woven cone-shaped wicker basket (used to store or trap fish) with a small carved fish tied to its upturned apex, reflecting the history of the Kalabari as fishermen and traders of salt, fish and palm oil. While steel connotes a sense of solidity, the figure's flapping, sinuous fingers suggest a fluidity of form and the invocation of powerful water spirits: a transformation in process.

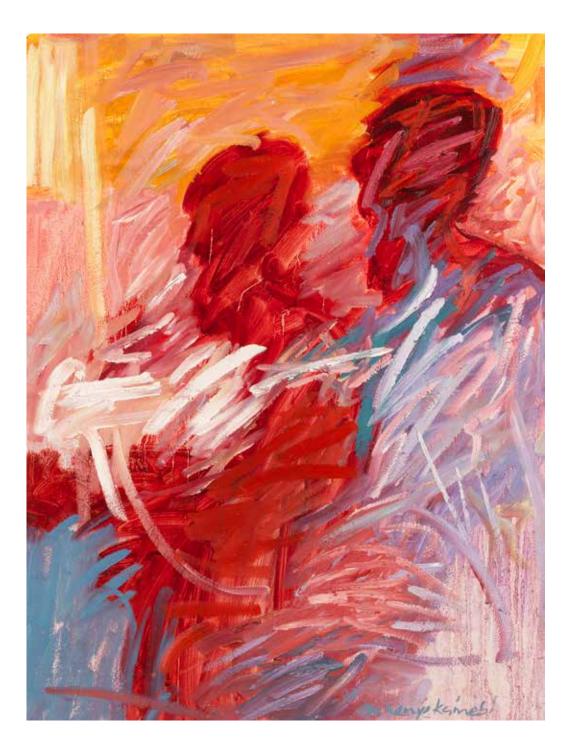
As Onyema Offoedu-Okeke has observed, in her sculptures the artist retains "unique features of specific masquerades, thus preserving lineage, identity and characteristics". For example, in the current lot, the white leggings "replicate rings of bandages used in actual masquerade performances".

Naked Fish plays with notions of dressing and undressing, presence and absence, as some sections suggest the embodied costume, while others – such as the torso area (complete with steel string vest) – reveal the sculpture's hollow core. The artist has referred to her interest in the performative process of dressing for masquerade; the in-between moments in which individuals are being transmuted into gods but yet are still revealed to be men (as explored in the related film Dressing).

The sculptures of Sokari Douglas Camp have been exhibited around the world, and are included in the collections of the British Museum in London, the Museum of African Art in Washington, and the Setagaya Art Museum in Tokyo. The artist was awarded a CBE in 2005.

Bibliography

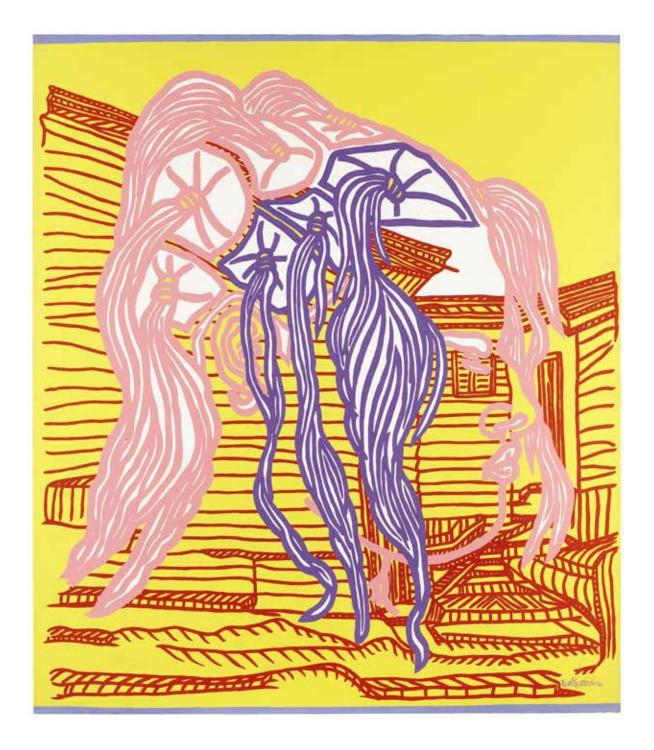
O. Offoedu-Okeke, Artists of Nigeria, (Milan, 2012), p.466.



115 **KAINEBI OSAHENYE (NIGERIAN, BORN 1964)** The Gathering of the Chiefs

The Gathering of the Chiefs signed and dated '93/ Osahenye Kainebi' (lower right) oil on paper 74 x 56cm (29 1/8 x 22 1/16in).

£3,000 - 5,000 US\$3,900 - 6,500 €3,400 - 5,700



BORIS NZEBO (CAMEROON, BORN 1979)

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

£3,000 - 5,000 US\$3,900 - 6,500 €3,400 - 5,700

Provenance Jack Bell Gallery, 2012.

lack Dell Gallery, 2012.

Exhibited

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

Literature

Pangaea: New Art from Africa and Latin America, Published by Saatchi Gallery, London, 2014, p.133.



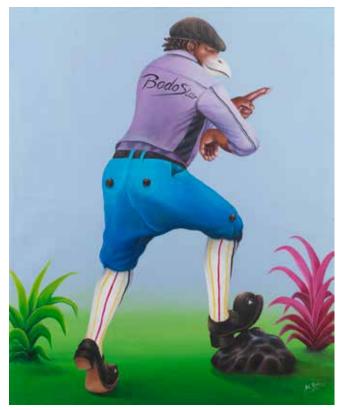
117 CAMILLE-PIERRE PAMBU BODO (DEMOCRATIC REPUBLIC OF CONGO, 1953-2015)

Sap signed and dated 'Art Bodo/ 2013' (lower right) acrylic on canvas 107 x 88cm (42 1/8 x 34 5/8in).

£3,000 - 5,000 US\$3,900 - 6,500 €3,400 - 5,700

Provenance Purchased directly from the artist.





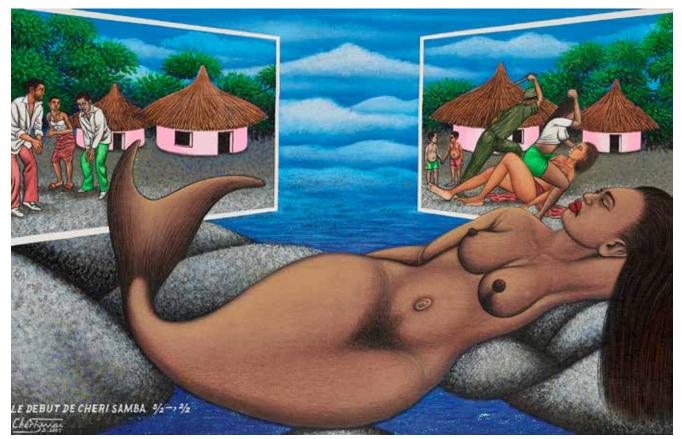
118 CAMILLE-PIERRE PAMBU BODO (DEMOCRATIC REPUBLIC OF CONGO, 1953-2015)

Sap, 2013 signed and dated 'Art Bodo/ 2013' (lower right) acrylic on canvas 107 x 88cm (42 1/8 x 34 5/8in).

£3,000 - 5,000 US\$3,900 - 6,500 €3,400 - 5,700

Provenance Purchased directly from the artist.

118



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

'Le Debut de Cheri Samba' (La Sirene) inscribed, signed and dated "Le Debut de Cheri Samba S/2-,2/2", 'Cheri Samba/ D.2003' (lower left) acrylic and glitter on canvas $63 \times 96cm$ (24 13/16 x 37 13/16in).

£20,000 - 30,000 US\$26,000 - 39,000 €23,000 - 34,000

120

CHÉRI SAMBA (DEMOCRATIC REPUBLIC OF CONGO, BORN 1956)

Pensée de Chéri Samba, 1987 signed and dated 'DEC.1987.ZAIRE' (lower right) acrylic on canvas 65 x 50cm (25 9/16 x 19 11/16in).

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

Provenance Purchased directly from the artist.







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

La plus belle femme d'Afrique signed and dated 'Cheri Cherin/ 2017' (lower right) acrylic on canvas 99 x 139cm (39 x 54 3/4in).

£2,000 - 4,000 US\$2,600 - 5,200 €2,300 - 4,600

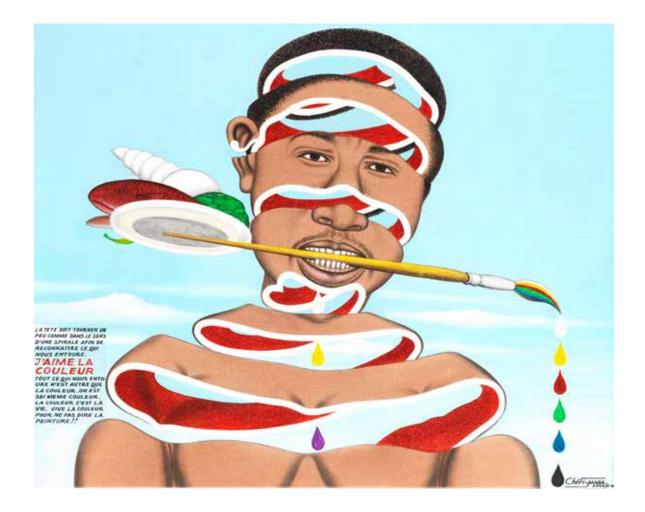
Provenance Purchased directly from the artist.

122

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

signed and dated 'Art Bodo 2012' (lower right) oil on canvas 120 x 90cm (47 1/4 x 35 7/16in).

£3,000 - 5,000 US\$3,900 - 6,500 €3,400 - 5,700



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

J'aime la couleur

signed and dated 'Cheri Samba/ 2003' (lower right) acrylic on canvas 81 x 100cm (31 7/8 x 39 3/8in).

£20,000 - 30,000 US\$26,000 - 39,000 €23,000 - 34,000

Provenance A private collection, Brussels.

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 knowledgable. 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.

Samba frequently depicts himself in his works. He claims that art is inherently autobiographical:

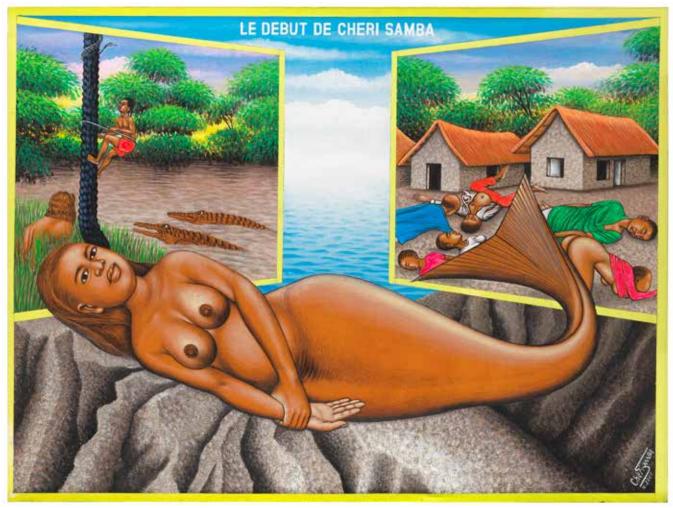
"Whether or not the subject of the paintings involves me directly, I still prefer to appear in them. Why should I put someone else's face instead of my own when I'm the one painting, they're my ideas and I'm the one deciding on the subject and comments?"

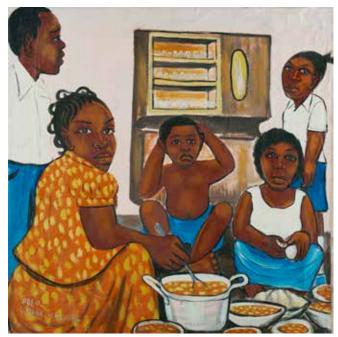
In J'aime la couleur the artist's head is portrayed as a winding spiral against a bright blue sky. He holds a dripping paintbrush between his teeth. The work is an expression of how Samba experiences the world:

"Colour is everywhere. To me, colour is life. Our heads must twirl around as if in a spiral to realise that everything around us is nothing but colours. So I say 'I like colour' instead of saying 'I like painting'. Colour is the universe, the universe is life, painting is life."

Bibliography

A. Magnin (ed.), *J'aime Cheri Samba*, exh. cat., (Paris, 2004) pp.15, 30 & 126.





125

124 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).

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

Provenance Collection of Jean Pigozzi. With Galerie Damasquine. Collection of Phillipe Paul Suphacheerak.

125

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

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

£2,000 - 3,000 US\$2,600 - 3,900 €2,300 - 3,400



126 MONSENGO SHULA (DEMOCRATIC REPUBLIC OF CONGO, BORN 1959) The dancers

signed 'Shula' (lower right) acrylic on canvas 120 x 164cm (47 1/4 x 64 9/16in).

£3,000 - 5,000 US\$3,900 - 6,500 €3,400 - 5,700

Provenance Purchased directly from the artist.

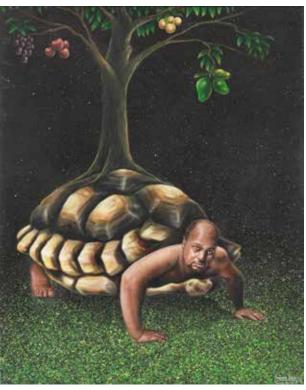
127

AMANI BODO (DEMOCRATIC REPUBLIC OF CONGO, BORN 1988) Tree of life

signed and dated 'Amani Bodo/ 2016' (lower right) acrylic on canvas 90 x 72cm (35 7/16 x 28 3/8in).

£3,000 - 5,000 US\$3,900 - 6,500 €3,400 - 5,700

Provenance Purchased directly from the artist.



127



128 * EDDY KAMUANGA ILUNGA (DEMOCRATIC REPUBLIC OF CONGO, BORN 1991)

Voile, 2014 acrylic on canvas *120 x 100cm (47 1/4 x 39 3/8in).*

£5,000 - 7,000 US\$6,500 - 9,100 €5,700 - 8,000

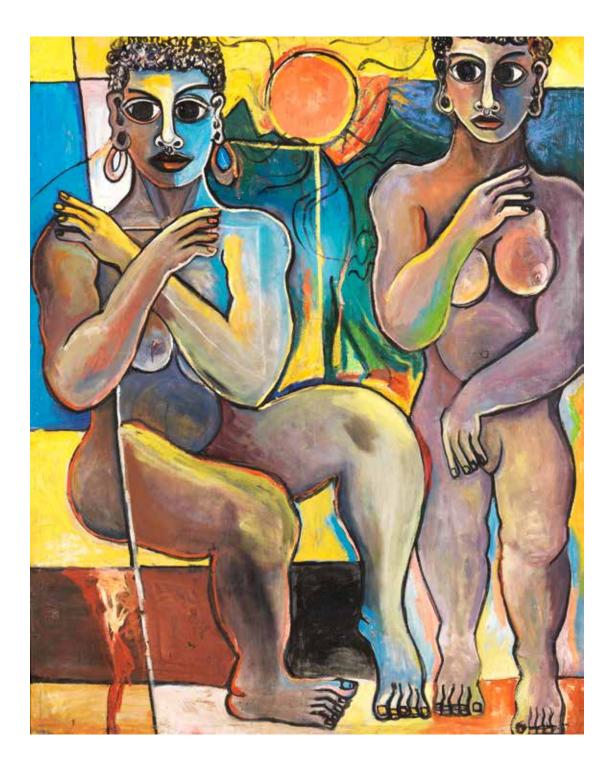
Provenance

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, Published by Saatchi Gallery, London, 2015, p.98-99.



129 GEOFFREY ERNEST KATANTAZI MUKASA (UGANDAN, 1954-2009) An Evening Walk signed and dated 'Mukasa 2001' (lower right)

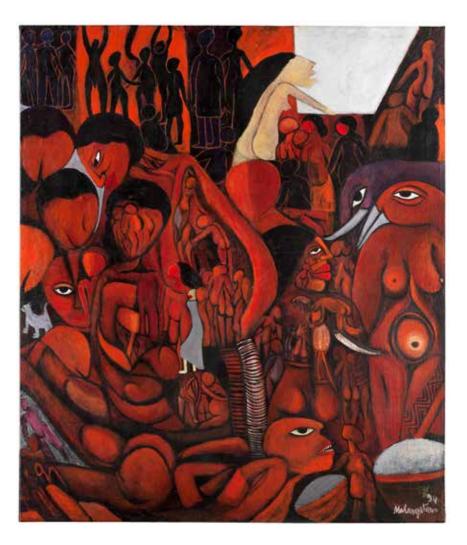
oil on canvas 152 x 125cm (59 13/16 x 49 3/16in).

£4,000 - 6,000 US\$5,200 - 7,800 €4,600 - 6,800



130 **GEORGE LILANGA DI NYAMA (TANZANIAN, 1934-2005)** 'Man Wears Glasses To See His Relatives' and 'Every Body Eats His Own Food' oil on canvas 128 x 70cm (50 3/8 x 27 9/16in) each. (2)

£5,000 - 7,000 US\$6,500 - 9,100 €5,700 - 8,000



MALANGATANA VALENTE NGWENYA (MOZAMBICAN, 1936-2011)

'A mulher que vai ao espelho e não se vê' (The woman who goes to the mirror and does not see her face)

signed and dated 'Malangatana 93/94' (lower right); inscribed 'A mulher que vai ao espelho e não se vê/ Problemas de Guerre Renamo' (verso)

oil on canvas 140 x 120cm (55 1/8 x 47 1/4in).

£8,000 - 12,000 US\$10,000 - 16,000 €9,100 - 14,000

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.

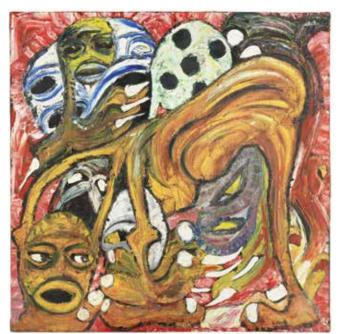
On Malanganta's death in 2011, the critic H. Cotter commented that the violence and punishment the artist experienced in these years continued to haunt him until the end of his life:

"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.





132

ERNESTO SHIKHANI (MOZAMBICAN, 1934-2010)

Lição de artes (A lesson of art) signed and dated 'SHIKHANI/ 74' (upper right); numbered 3, signed and titled (verso) oil on canvas 100 x 50cm (39 3/8 x 19 11/16in).

£3,000 - 5,000 US\$3,900 - 6,500 €3,400 - 5,700

Provenance

Acquired from the artist in Zambia by Mr Guglielmo Riccitelli, an aircraft technician for Zambia Airways. Thence by direct descent.

Shikhani was born in the Marracuene District of Maputo Province. He trained under the Portuguese sculptor Lobo Fernades at Núcleo de Arte, an artists cooperative in Maputo.

Following his first solo show in Maputo in 1968, Shikhani was awarded a scholarship from the Gulbenkian Foundation in Lisbon in 1973. The grant enabled the artist to exhibit internationally. However, when his works went on display in Lisbon, their overtly political nature and nationalist sentiment soon attracted the attention of the PIDE (Portuguese International and State Defense Police). The exhibition was shut down and Shikani's works confiscated.

At the time this painting was executed, a ceasefire had just been negotiated been FRELIMO and Portugal, bringing a decade of violence to an end. This was a pivotal moment for the artist, finally freed from the constraints of colonial censorship.

133

ERNESTO SHIKHANI (MOZAMBICAN, 1934-2010)

Nem com a doutrina dos livres olhos me convenceram (Not even with the doctrine of free eyes have they convinced me) signed and dated 'SHIKHANI/ 74' (upper right); numbered 9 and titled (verso) oil on canvas 100 x 100.5cm (39 3/8 x 39 9/16in).

£5,000 - 8,000 US\$6,500 - 10,000 €5,700 - 9,100

Provenance

Acquired from the artist in Zambia by Mr Guglielmo Riccitelli, an aircraft technician for Zambia Airways. Thence by direct descent.

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134 *

GONÇALO MABUNDA (MOZAMBICAN, BORN 1975)

Saxophone AK47, weapon parts and welded metal 123 x 24cm (48 7/16 x 9 7/16in).

£2,000 - 4,000 US\$2,600 - 5,200 €2,300 - 4,600

Provenance Acquired directly from the artist in Maputo, 1998. A private collection, South Africa.

Please note: this work bears a certificate of authenticity signed by the artist.



GONÇALO MABUNDA (MOZAMBICAN, BORN 1975)

Throne weapon parts and welded metal 128 x 96 x 67cm (50 3/8 x 37 13/16 x 26 3/8in).

£5,000 - 8,000 US\$6,500 - 10,000 €5,700 - 9,100

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. Seven million guns, rocket launchers and grenades were amassed in this period. By the end of the civil war, Mozambique was littered with weapons, prompting the Christian Council of Mozambique to establish an initiative aimed at clearing the streets of these arms. Many of the stockpiles were destroyed, but some were handed over to an artist's collective who disassembled the weapons and transformed them into public sculpture. The initiative received international coverage, and launched Mabunda's (one of the principle figures) career.

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

AUCTIONEERS SINCE 1793



Modern & Contemporary African Art

Madison Avenue, New York | 2 May 2019

ENTRIES NOW INVITED

ENQUIRIES macaa@bonhams.com bonhams.com/pic-afr DEMAS NWOKO (NIGERIAN, BORN 1935) Children on Cycles \$70,000 – 100,000

* For details of the charges payable in addition to the final hammer price, please visit bonhams.com/buyersguide

AUCTIONEERS SINCE 1793



Post-War & Contemporary Art

New Bond Street, London | 6 March 2019

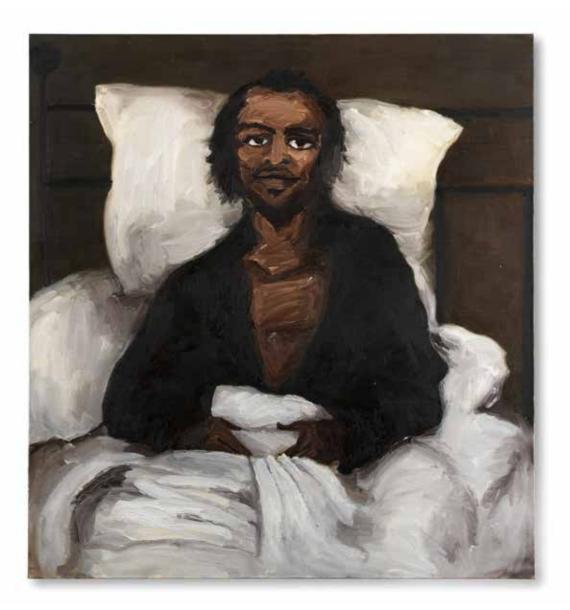
ENQUIRIES

Ralph Taylor +44 (0) 20 7447 7403 ralph.taylor@bonhams.com bonhams.com/pic-con

WILLIAM KENTRIDGE (B. 1955)

Rebus, 2013 Bronze *As installed*: 172 by 332.5 by 33.5 cm. **£90,000 – 120,000 \$120,000 – 160,000**

AUCTIONEERS SINCE 1793



Post-War & Contemporary Art

New Bond Street, London | 6 March 2019

ENQUIRIES

Ralph Taylor +44 (0) 20 7447 7403 ralph.taylor@bonhams.com **bonhams.com/pic-con**

LYNETTE YIADOM-BOAKYE (B. 1977)

Sack, 2005 Oil on Linen 183 by 167.5 cm. (72 by 66 in.) £100,000 – 150,000 \$130,000 – 200,0000

AUCTIONEERS SINCE 1793



British and European Art

Montpelier Street, London | 20 March 2019, 1pm

ENQUIRIES

+44 (0) 20 7393 3960 thomas.seaman@bonhams.com bonhams.com/19thcentury

WILLIAM HENRY MARGETSON RI, ROI (BRITISH, 1861-1940)

The coral necklace oil on canvas **£2,000 - 3,000** *

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 I ots 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 vou 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).

Hammer Price	Percentage amou
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/exportcontrols/export-licensing/ or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or

any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

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

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the " of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there

is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked Lots require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by 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.
- $\Delta \qquad \text{Wines lying in Bond.}$
- 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.
- O The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.
- •, †, *, G, Ω , α see clause 8, VAT, for details.

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

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

2 SELLER'S UNDERTAKINGS

- 2.1 The Seller undertakes to you that:
- 2.1.1 the Seller is the owner of the Lot or is duly authorised to sell the Lot by the owner;
- 2.1.2 save as disclosed in the Entry for the Lot in the Catalogue, the Seller sells the Lot with full title guarantee or, where the Seller is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the Lot;
- 2.1.3 except where the Sale is by an executor, trustee, liquidator, receiver or administrator the Seller is both legally entitled to sell the Lot, and legally capable of conferring on you quiet possession of the Lot and that the Sale conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);
- 2.1.4
 the Seller has complied with all requirements, legal or otherwise, relating to any export or import of the Lot, and all duties and taxes in respect of the export or import of the Lot have (unless stated to the contrary in the Catalogue or announced by the Auctioneer) been paid and, so far as the Seller is aware, all third parties have complied with such requirements in the past;
 6.1
- 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*.

FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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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. 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

4.2

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- 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.

PAYMENT

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

COLLECTION OF THE LOT

7

7.5

- 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*.
 - You will be wholly responsible for any removal, storage or other charges or *Expenses* incurred by the *Seller* if you do not remove the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, *Expenses* and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

8 FAILURE TO PAY FOR THE LOT

- 8.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 8.1.2 to resell the Lot by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the Lot;
- 8.1.4 to remove and store the Lot at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
- 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 8.1.7 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless the Buyer buys the Lot as a Consumer from the Seller selling in the course of a Business) you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;
- 8.1.8 to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on seven days written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such Sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and
- 8.1.10 so long as such goods remain in the possession of the *Seller* or *Bonhams* as its bailee, to rescind the contract for the *Sale* of any other goods sold to you by the *Seller* at the *Sale* or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the *Seller* or to *Bonhams* by you.
- 8.2 You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other *Expenses* and costs (including any monies payable to *Bonhams* in order to obtain the release of the *Lot*) incurred by the *Seller* (whether or not court proceedings will have been issued) as a result of *Bonhams* taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the *Seller* becomes liable to pay the same until payment by you.
- 8.3 On any resale of the *Lot* under paragraph 8.1.2, the *Seller* will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his behalf.

THE SELLER'S LIABILITY

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- 9.1 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Sale of Goods Act 1979 or otherwise.
- 9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,
- 9.3.1 the Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale;
- 9.3.2 the Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
- 9.3.3 in any circumstances where the Seller is liable to you in respect of the Lot, or any act, omission. statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the Seller's liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
- 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is liability to the extent the same may not be excluded or restricted as a matter of law.

10 MISCELLANEOUS

- 10.1 You may not assign either the benefit or burden of the *Contract for Sale.*
- 10.2 The Seller's failure or delay in enforcing or exercising any power or right under the Contract for Sale will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the Seller's ability subsequently to enforce any right arising under the Contract for Sale.

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

GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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.
- We do not make or give and do not agree to make 1.6 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 [^{AB}], 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.

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*.

4.4

- 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.

RESPONSIBILITY FOR THE LOT

6

6.1

6.2

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

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

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):
- 7.1.1 to terminate this agreement immediately for your breach of contract:
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

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

- 7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sa(e) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.
- 7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any *Sale* of the *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

- 8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
- 8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or
- 8.1.2 deliver the Lot to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
- 8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

9 FORGERIES

- 9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and
- 9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

- 9.3 Paragraph 9 will not apply in respect of a Forgery if:
- 9.3.1 the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
- 9.3.2 it can be established that the Lot is a Forgery only by means of a process not generally accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
- 9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.
- 9.5 If we are satisfied that a Lot is a Forgery we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the Purchase Price, Buyer's Premium, VAT and Expenses paid by you in respect of the Lot.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph will cease.
- 9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.

10 OUR LIABILITY

- 10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Bonhams' Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*.
- 10.2 Our duty to you while the Lot is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the Lot or to other persons or things caused by:
- 10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

- 10.3.1 We will not be liable to you for any loss of Business, Business profits, revenue or income or for loss of Business reputation or for disruption to Business or wasted time on the part of the Buyer's management or staff or, if you are buying the Lot in the course of a Business, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
- 10.3.2 Unless you buy the Lot as a Consumer, in any circumstances where we are liable to you in respect of a Lot, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot plus Buyer's Premium (less any sum you may be entitled to recover from the Seller) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

10.4 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or person alinjury 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 nonconforming *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 nonconforming *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.

GOVERNING LAW

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

"Commission" the Commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form. "Condition Report" a report on the physical condition of a Lot provided to a Bidder or potential Bidder by Bonhams on behalf of the Seller.

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

"Consignment Fee" a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business. "Consumer" a natural person who is acting for the relevant purpose outside his trade, Business or profession.

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

"Contract for Sale" the Sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue). "Contractual Description" the only Description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds. "Description" any statement or representation in any way descriptive of the Lot, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the Hammer Price).

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

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

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

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

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

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

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

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

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

"Motoring Catalogue Fee" a fee payable by the Seller to Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of Sales of motor vehicles. "New Bond Street" means Bonhams' saleroom at 101 New Bond Street, London W1S 1SR.

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

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

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

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

"Purchase Price" the aggregate of the Hammer Price and VAT on the Hammer Price (where applicable), the Buyer's Premium and VAT on the Buyer's Premium and any Expenses. "Reserve" the minimum price at which a Lot may be sold (whether at auction or by private treatv).

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

"Sale Proceeds" the net amount due to the Seller from the Sale of a Lot, being the Hammer Price less the Commission, any VAT chargeable thereon, Expenses and any other amount due to us in whatever capacity and howsoever arising. "Seller" the person who offers the Lot for Sale named on the Contract Form. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the Contract Form acts as an agent for a principal (whether such agency is disclosed to Bonhams or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The Seller is also referred to in the Conditions of Business by the words "you" and "your".

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

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

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

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

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

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

"Trust Account" the bank account of Bonhams into which all sums received in respect of the Purchase Price of any Lot will be paid, such account to be a distinct and separate account to Bonhams' normal business bank account. "VAT" value added tax at the prevailing rate at the date of the Sale in the United Kingdom.

"Website" Bonhams Website at www.bonhams.com "Withdrawal Notice" the Seller's written notice to Bonhams revoking Bonhams' instructions to sell a Lot.

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

GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings: "artist's resale right": the right of the creator of a work of art to receive a payment on *Sales* of that work subsequent to the original *Sale* of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.

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

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

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

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

"risk": the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value. "title": the legal and equitable right to the ownership of a *Lot*. "tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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