

Bonhams



Modern & Contemporary African Art

New Bond Street, London | 3 October 2019

Modern & Contemporary African Art

New Bond Street, London | Thursday 3 October 2019 at 4pm

VIEWING

Friday 27 September,
9am to 4.30pm
Saturday 28 September,
11am to 3pm
Sunday 29 September,
11am to 3pm
Monday 30 September,
9am to 4.30pm
Tuesday 1 October,
9am to 4.30pm
Wednesday 2 October,
9am to 3pm
Thursday 3 October,
9am to 12noon

SALE NUMBER

25443

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Front cover: lot 23
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Lagos Live Link

Thursday 3 October 2019 at 4.30pm (Lagos time)
29 Raymond Njoku, Lagos



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

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BEN ENWONWU

Tutu
Sold for £1,208,750





COL-
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DE LA
SAGESSE
MBOKA NIONSO
ETOMBWAMAKA NA
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MONA BONGO EPAYI YA
B'AMERICAINS NA PE EPAL
YA BA CHINOIS. EBONGO
YO MOYINDO, OZOZELA
MINI PO DLOBA LAN-
GUE NA YO ?



1

1

IRMA STERN (SOUTH AFRICAN, 1894-1966)

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

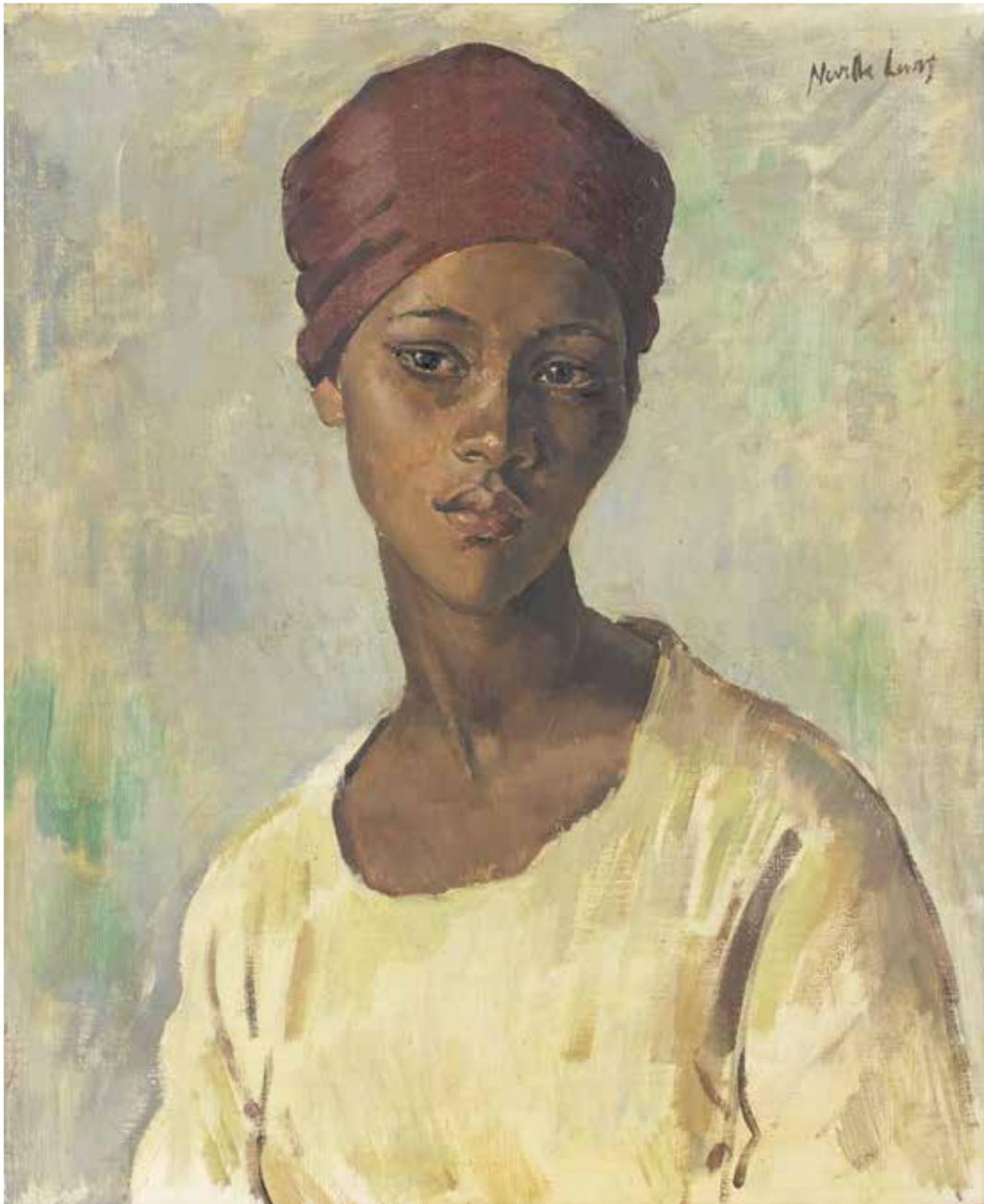
£20,000 - 30,000
US\$25,000 - 37,000
€22,000 - 33,000

Provenance

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

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

Harold was a fervent advocate for civil liberty and on a number of occasions agreed to defend the accused without a fee. He was best known for his contribution to the Rivonia Trial in June 1964, in which he argued mitigation for Nelson Mandela and nine other men who had been accused of sabotage and conspiracy to overthrow the State.



2

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

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

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

2

ALFRED NEVILLE LEWIS (SOUTH AFRICAN, 1895-1972)

Portrait of a Young Malay Girl
signed 'Neville Lewis' (upper right)

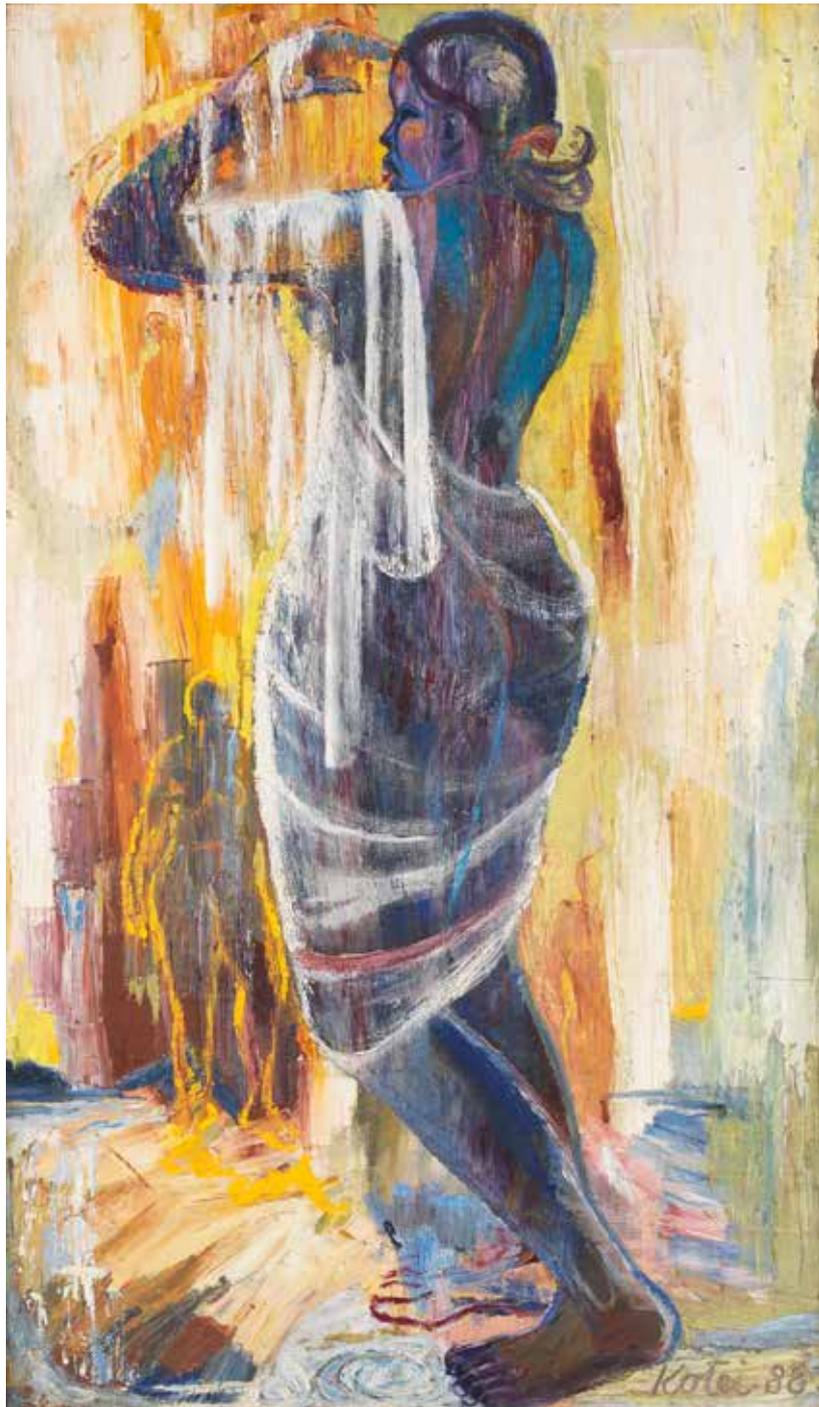
oil on canvas

59.5 x 49cm (23 7/16 x 19 5/16in).

£10,000 - 15,000

US\$12,000 - 18,000

€11,000 - 17,000



3 *

AMON KOTEI (GHANAIAN, 1915-2011)

Standing female figure

signed and dated 'Kotei 88' (lower right)

oil on board

122 x 72cm (48 1/16 x 28 3/8in).

£5,000 - 8,000

US\$6,100 - 9,800

€5,500 - 8,800



4 *

GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)

Blue Head

signed and dated 'G. SEKOTO / 60' (lower right)

oil on canvas laid down on card

35.8 x 27.1cm (14 1/8 x 10 11/16in).

£30,000 - 50,000

US\$37,000 - 61,000

€33,000 - 55,000

Provenance

A private collection, Cape Town.

Dated 1960, this head study is one of the earliest in a series of bust portraits that Sekoto executed over the course of a decade. The theme would continue to preoccupy him until the mid 1970s. This particular portrait is similar in composition to a ball-point drawing Sekoto made earlier in the year that he inscribed 'Inspiration - Mariam

Makeba'. Sekoto left South Africa for Paris in 1947, forced into exile by the racism of the apartheid regime. It is therefore no surprise that he identified with Makeba's music and her efforts to give disenfranchised black South Africans a voice.

Makeba was frequently referred to as 'Mama Afrika', and in these blue portraits we see Sekoto using her image to represent a proud and dignified black South African woman, confident of her grace and beauty. The artist described their symbolic power in a letter to Barbara Lindop in May 1986:

"Those heads do not easily express themselves to a foreigner or even amongst themselves - each one's a state to herself. Hence that twinkle of irony."

Bibliography

B. Lindop, *Gerard Sekoto*, (Randburg, 1988) p.214.



5

5
GEORGE MILWA MNYALUZA PEMBA (SOUTH AFRICAN, 1912-2001)

The Gossipers III
 signed and dated 'Pemba/ 90' (upper right)
 oil on board
 51 x 71.5cm (20 1/16 x 28 1/8in).

£8,000 - 12,000
 US\$9,800 - 15,000
 €8,800 - 13,000

6

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

Woman in blue and red
 signed and dated 'BEN ENWONWU/ 1964' (lower left)
 watercolour
 39.5 x 16cm (15 9/16 x 6 5/16in).

£10,000 - 15,000
 US\$12,000 - 18,000
 €11,000 - 17,000



7

GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)

Raw Light

signed 'G. Sekoto' (lower left) and inscribed 'N' 3" Raw Light Lemba' (verso)

oil on canvas laid to board

34 x 49cm (13 3/8 x 19 5/16in).

£120,000 - 180,000

US\$150,000 - 220,000

€130,000 - 200,000

Provenance

Sale, Bonhams London, December 2006, lot 569.

A private collection.

Barbara Lindop has dated the above work to 1945-47 and has also confirmed that the inscription on the reverse of the work is in Sekoto's hand.

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. The present lot unites strong colour combinations – reds and greens, bright foreground yellows and deep background blues – with a sophisticated structure, dominated by a strong diagonal which draws the eye into the picture. However, the group of figures that lines the path interrupts the eye's easy passage. As a result, the viewer – like the artist – must alight on each individual in turn.

As is characteristic of many of Sekoto's group scenes, the individual features of each figure are not rendered in detail: rather, the dramatic interplay of the morning's "raw light" and the strong shadow it casts obscures many of the women's faces. The resulting effect is primarily psychological. Lining the path, the repeated forms of the township houses, echoed by the undulating lines of the wooden fence posts, reflect the rhythmic compositional notes which find full expression in works like *Song of the pick*.

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." The current lot seems a case in point: certainly, the direct confrontation depicted in this painting is rare in Sekoto's oeuvre.

Lesley Spiro, who curated the first major retrospective of Sekoto's work in 1989, asserts: "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".

The inscription may refer to the Lemba people, an Afro-Judaic cultural group who live predominantly in the Limpopo province and in the township of Soweto, and trace their ancestry to ancient Judea.

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





8

ROBERT GRIFFITHS HODGINS (SOUTH AFRICAN, 1920-2010)

Still Life, 2003

signed, dated and titled (verso)

oil on canvas

61 x 61cm (24 x 24in).

£10,000 - 15,000

US\$12,000 - 18,000

€11,000 - 17,000



9*

STANLEY FARADAY PINKER (SOUTH AFRICAN, 1924-2012)

A couple in the bedroom
signed 'SF Pinker' (lower right)
oil on board
25.5 x 41cm (10 1/16 x 16 1/8in).

£10,000 - 15,000

US\$12,000 - 18,000

€11,000 - 17,000

Provenance

A private collection, Australia.

During the mid 1960s Pinker painted a number of intimate bedroom and nude compositions, sometimes with the figures smoking cigarettes.

A similar work is '*Interior with two people smoking*, c.1966'. The artist's description of the painting is also applicable to this composition:

"The picture is just of two people, relaxing in a perfect kind of languid situation."

Bibliography

M. Stevenson, *Stanley Pinker*, (Stevenson, 2004).



10

ABLADE GLOVER (GHANAIAN, BORN 1934)

Calabashes

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

oil on canvas

61 x 80.5cm (24 x 31 11/16in).

£5,000 - 8,000

US\$6,100 - 9,800

€5,500 - 8,800



11

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Still Life

signed and dated 'Irma Stern/ 1936' (lower right)

oil on canvas

59 x 48.5cm (23 1/4 x 19 1/8in).

£30,000 - 50,000

US\$37,000 - 61,000

€33,000 - 55,000

Provenance

Acquired by a private collector, circa 1960s.

By direct descent.

Irma Stern's love of the natural world found full expression in her garden at The Firs in Cape Town. Here she cultivated a wide variety of flowers including geraniums, daisies, roses, petunias and fuchsias. Each day she would gather blooms from the garden to sketch in

her studio. These still life paintings are often impressive in scale and executed in bold, gestural strokes that exude a vital dynamism rarely found in the genre. These flowers pulse and vibrate with life, barely contained by the edges of the canvas.

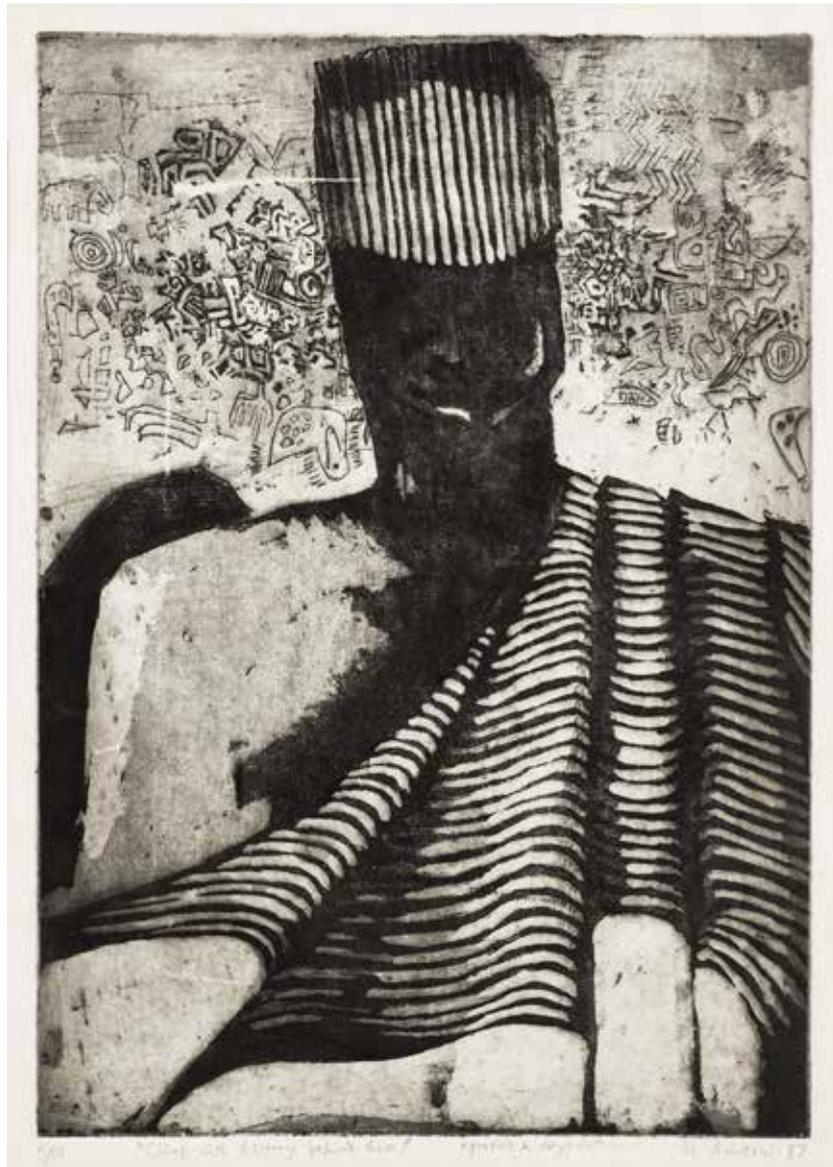
Stern's still life paintings are widely considered to be her most experimental in terms of composition and form. The multiple perspectives defy the two-dimensionality of the medium, and the vigorous brushstrokes celebrate the act of painting as much as, if not more than, the subject matter.

In 1937, the celebrated British artist, Jacob Epstein, praised Stern's ability to capture the texture and colour of flowers:

"Do you know that nobody living can paint flowers better than you... Renoir's roses...look like paper against your flowers."

Bibliography

H. Smuts, *At Home with Irma Stern*, (Cape Town, 2007), pp.34-35.



12

EL ANATSUI (GHANAIAN, BORN 1944)

Chief with history behind him
signed and dated 'El Anatsui 87' (lower right);
titled and numbered 5/10
aquatint and drypoint
44 x 31.5cm (17 5/16 x 12 3/8in).

£4,000 - 6,000
US\$4,900 - 7,400
€4,400 - 6,600

This drypoint was etched by the artist in 1987. It depicts a Ghanaian chieftain in ceremonial robes. The chief is set against a backdrop of Adinkra ideograms, a system of linguistic symbols used in Ghana. Traditionally these symbols would be painted or incised on wooden furniture, jewellery, brass weights, and fabrics. Each symbol represents a concept, and are inspired by the natural world, proverbs and folklore.

One of the most frequently recurring symbols in this etching is sankofa (a Twi word that translates as "Go back and get it"). Sankofa takes the form of a bird looking over its shoulder, and represents the need to reflect on the past to build a successful future.

El Anatsui employs the symbol here to express that all leaders should be mindful of the lessons of history if they are to govern effectively and responsibly.



13

EL ANATSUI (GHANAIAN, BORN 1944)

Untitled

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

painted and incised wooden planks

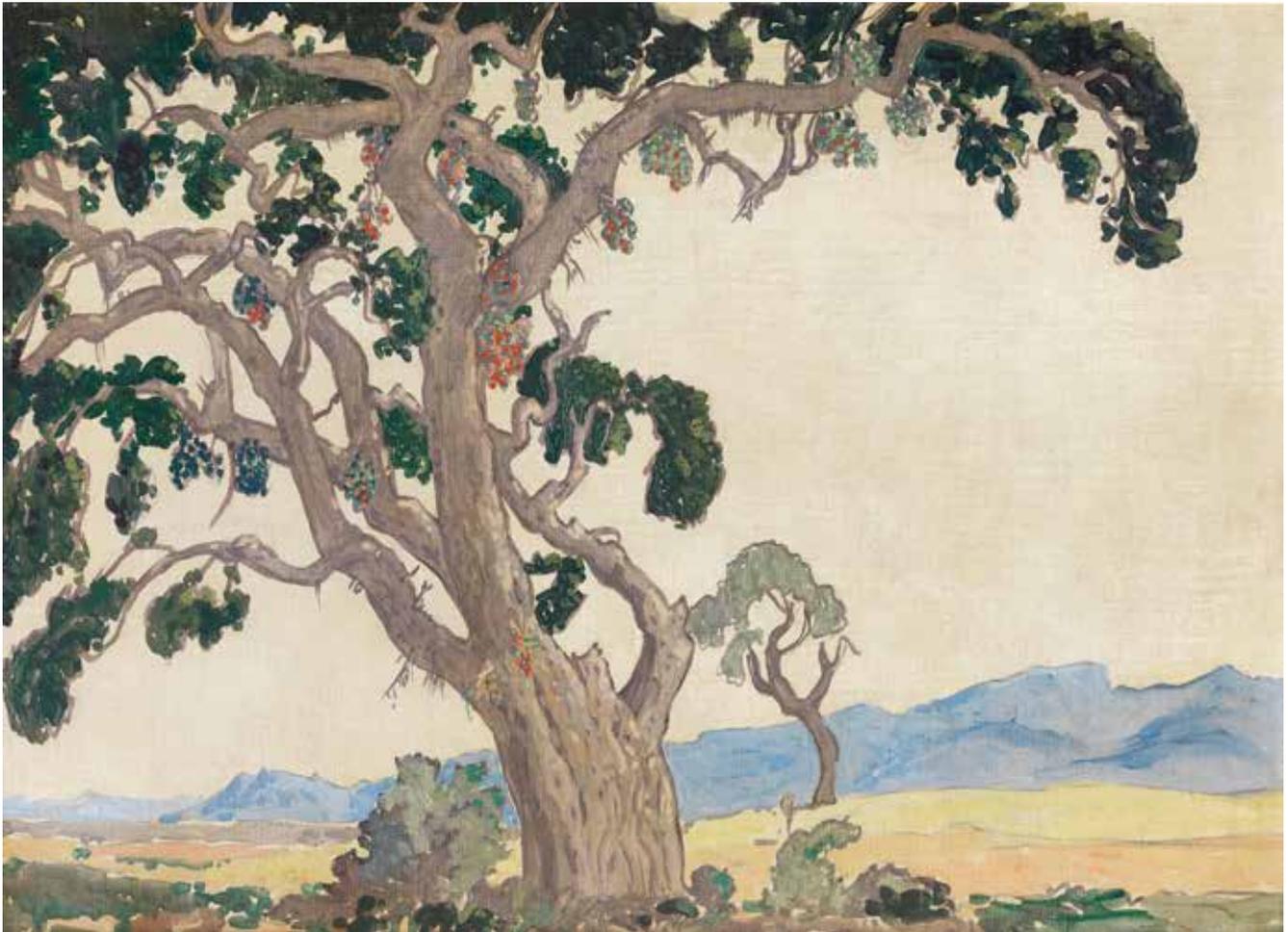
61 x 159cm (24 x 62 5/8in).

(in 16 pieces).

£18,000 - 25,000

US\$22,000 - 31,000

€20,000 - 28,000



14

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).

£15,000 - 20,000

US\$18,000 - 25,000

€17,000 - 22,000

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 Sq

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



15

ERIK (FREDERIK BESTER HOWARD) LAUBSCHER (SOUTH AFRICAN, 1927-2013)

'Turbulent Sky'

signed and dated 'Laubscher/ '68' (top right of the canvas/ stretcher, not visible); signed, dated and titled 'TURBULENT SKY/ 1968/ e

Laubscher R450' (verso)

acrylic on canvas

115.5 x 122cm (45 1/2 x 48 1/16in).

£15,000 - 20,000

US\$18,000 - 25,000

€17,000 - 22,000



16 *

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

Forest, Idemili
signed 'Ben Enwonwu' (lower left) and titled 'Idemili - Ulas' (lower
right); inscribed '38' (verso)
oil on canvas
75 x 84cm (29 1/2 x 33 1/16in).

£12,000 - 18,000

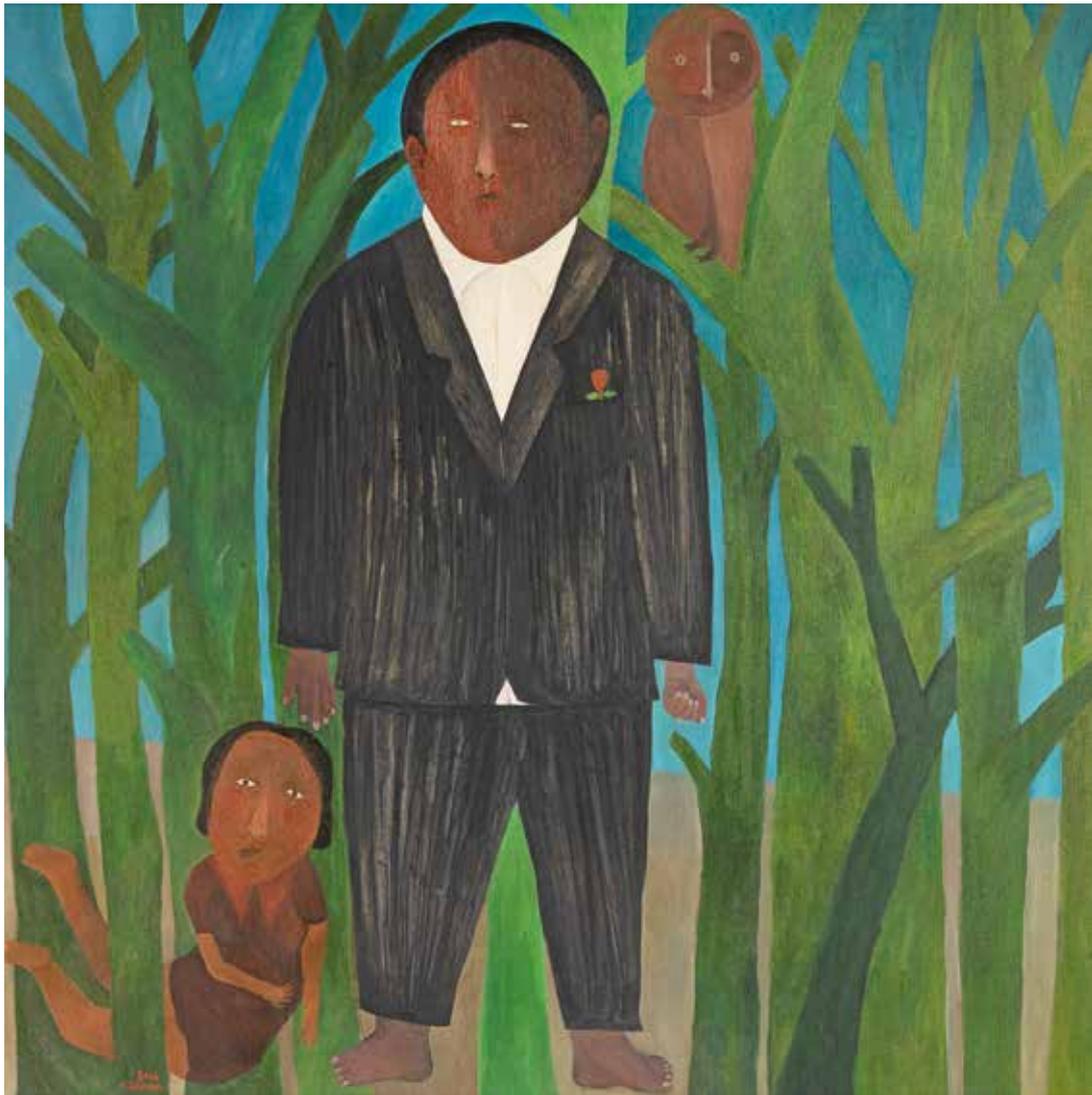
US\$15,000 - 22,000

€13,000 - 20,000

Provenance

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

Idemili is located close to the artist's home town of Onitsha.



17

SALAH EL-MUR (SUDANESE, BORN 1966)

The Green Forest
signed and dated 'S. ELMUR/ 2016' (lower left)
oil on canvas
137.5 x 138cm (54 1/8 x 54 5/16in).

£14,000 - 18,000
US\$17,000 - 22,000
€15,000 - 20,000

Born in Khartoum in 1966, Salah El-Mur studied at the College of Fine and Applied Art at Sudan University. Following his graduation in 1989, he spent a number of months travelling across East Africa and the Middle East. El-Mur was profoundly influenced by the people he encountered during this period, and their relationships with their environment.

This being said, El-Mur's works are characterised by the artist's incorporation of Sudanese visual vocabulary: the synthesis of personal memories with collective myths and folklore. El-Mur describes the impact of his childhood and his exposure to age old traditions as being critical to his creative process:

"I was born in one of the villages of the western bank of the blue river Nile... I grew up on crochet designs knitted by my mother; imaginary animals...men and women in love...circles and triangles in an endless integration with colours no one but me could see...That's how my eyes were opened.

As a child, I started to scribble before saying my first words; I used to see words' characters in circles and triangles of my mother's.

I get inspired by everything around me; a woman moaning or making joyful sounds – music playing in a cab - pale drawings painted in white chalks on a white wall by a passer-by. Unfinished drawings of a child - a woman's cloth challenges the road and another one walking timidly- A man's Jalabyya perfectly or recklessly plant-embroidered on the sleeves...All that and other (memories) come to me while in front of the white canvas."

El-Mur's work has been shown at celebrated national and international exhibitions. He is also known as an illustrator of children's books, and is active as a filmmaker. His film 'Heaven's Bird' won the Jury Prize at the International Short Film Festival in Ethiopia (2010).

18

HUSSEIN SHARIFFE (SUDANESE, 1934-2005)

Untitled

oil on canvas

100 x 90cm (39 3/8 x 35 7/16in).

£7,000 - 10,000

US\$8,600 - 12,000

€7,700 - 11,000

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>



19 *

PROF. UCHE OKEKE (NIGERIAN, 1933-2016)

19 works on paper:

1. Portrait of Oga, signed and dated 'Uche Okeke/ 65' (lower right), pen on paper, 31 x 11cm
2. The Unknown Brute, ink on paper, 14.5 x 21cm
3. Village Square at Moonshine, ink on paper, 22.5 x 14.5cm
4. Beast Savannah Country, signed and dated 'Uche Okeke/ 59' (lower left), charcoal on paper, 22.5 x 18cm
5. Moonlight, signed and dated 'Uche 1962' (lower left), ink on paper, 25 x 19cm
6. The Oracle of Gwong, signed and dated 'Uche Okeke/ '61' (lower right), linocut, A/P5, 15 x 10cm (plate)
7. Portrait of a man in profile, signed and dated 'Uche Okeke/ 16th August '59' (lower left), charcoal, 23.5 x 16cm
8. Man with Beard, signed and dated 'Uche '62' (lower right), ink on paper, 28 x 21cm
9. Alusi with Hat, initialled and dated 'UO/ 72' (lower left), charcoal, 25 x 35.5cm
10. Beastly figure, signed and dated 'Uche Okeke '64' (lower right), ink on paper, 32 x 29cm
11. Sofon Soja, charcoal, 37.5 x 27cm
12. Forest, initialled 'UO' (lower right), watercolour, 28 x 42.5cm
13. Refugee Family, signed and dated 'Uche Okeke 66' (lower right), artist's proof 1/5, linotype, 40.3 x 30.3cm (plate)
14. Baptism I, initialled 'UO' (lower left), linocut, 31 x 23cm (plate)

15. Flower Garden, signed and dated 'Uche Okeke 1972' (lower right), artist's proof 5, linocut, 40 x 32cm

16. Izu Market Days, signed and dated 'Uche Okeke 72' (lower right), artist proof 1, linotype, 40 x 41 (plate)

17. Portrait of a man wearing a fez, pencil on paper, 40 x 28.5cm

18. Aro, the Second Moon, signed and dated 'Uche Okeke 1972' (lower right), Artist's Proof 2, linotype, 41 x 40.5cm (plate)

19. Woman tearing her hair, signed 'Uche' (lower left), ink on paper, 60 x 42.5cm

(19)

£20,000 - 30,000

US\$25,000 - 37,000

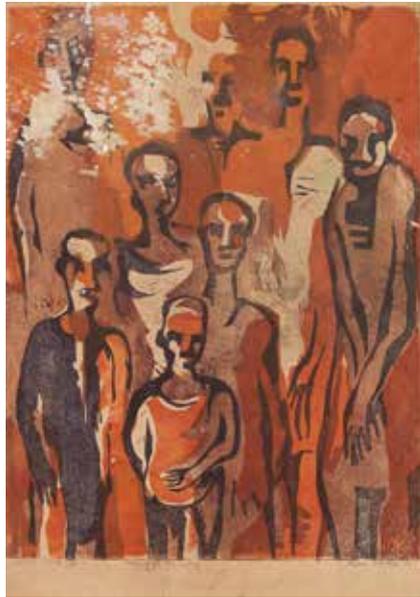
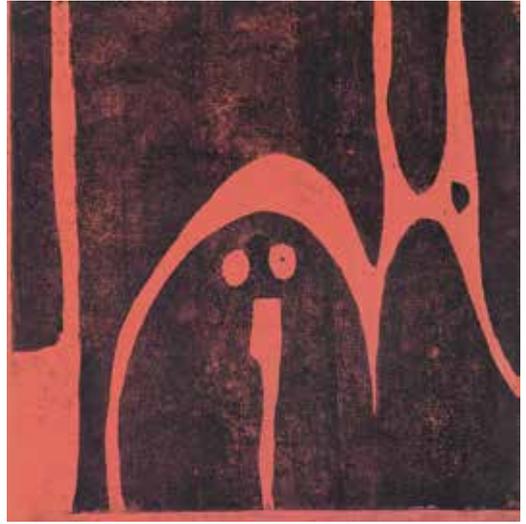
€22,000 - 33,000

Born in Nigeria in 1933, Uche Okeke was a founding member of the Zaria Art Society, a group of academically trained experimental artists who synthesized Western media such as oil paint, pastel, pen and ink, with African content.

Okeke spent the majority of his career in Africa, teaching until the late 1980s at the University of Nigeria at Nsukka. The result is art that, without looking specifically ethnic, is thoroughly and consciously African in its references.

This array of works on paper date from the late 1950s, when Okeke was still at art school, right through to the mid 1970s. The collection demonstrates the artist's versatility, including watercolour landscape sketches, fantastical ink drawings derived from folklore, and portraits that incorporate elements of ancient Nigerian Nok sculpture.

Diverse in medium, the works all display Okeke's characteristic curvilinear abstract patterns. This aesthetic was heavily inspired by the long tradition of Igbo body painting in Southern Nigeria.



20

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

Portrait of Marianne
signed and dated 'Ben Enwonwu/ 1972' (lower left)
oil on board
88 x 72cm (34 5/8 x 28 3/8in).

£150,000 - 200,000

US\$180,000 - 250,000

€170,000 - 220,000

Provenance

A private collection, London.

This portrait depicts the Nigerian actress, Marianne Inness. Enwonwu met Marianne when he was living in Camden. She occupied one of the neighbouring apartments in Duncan House.

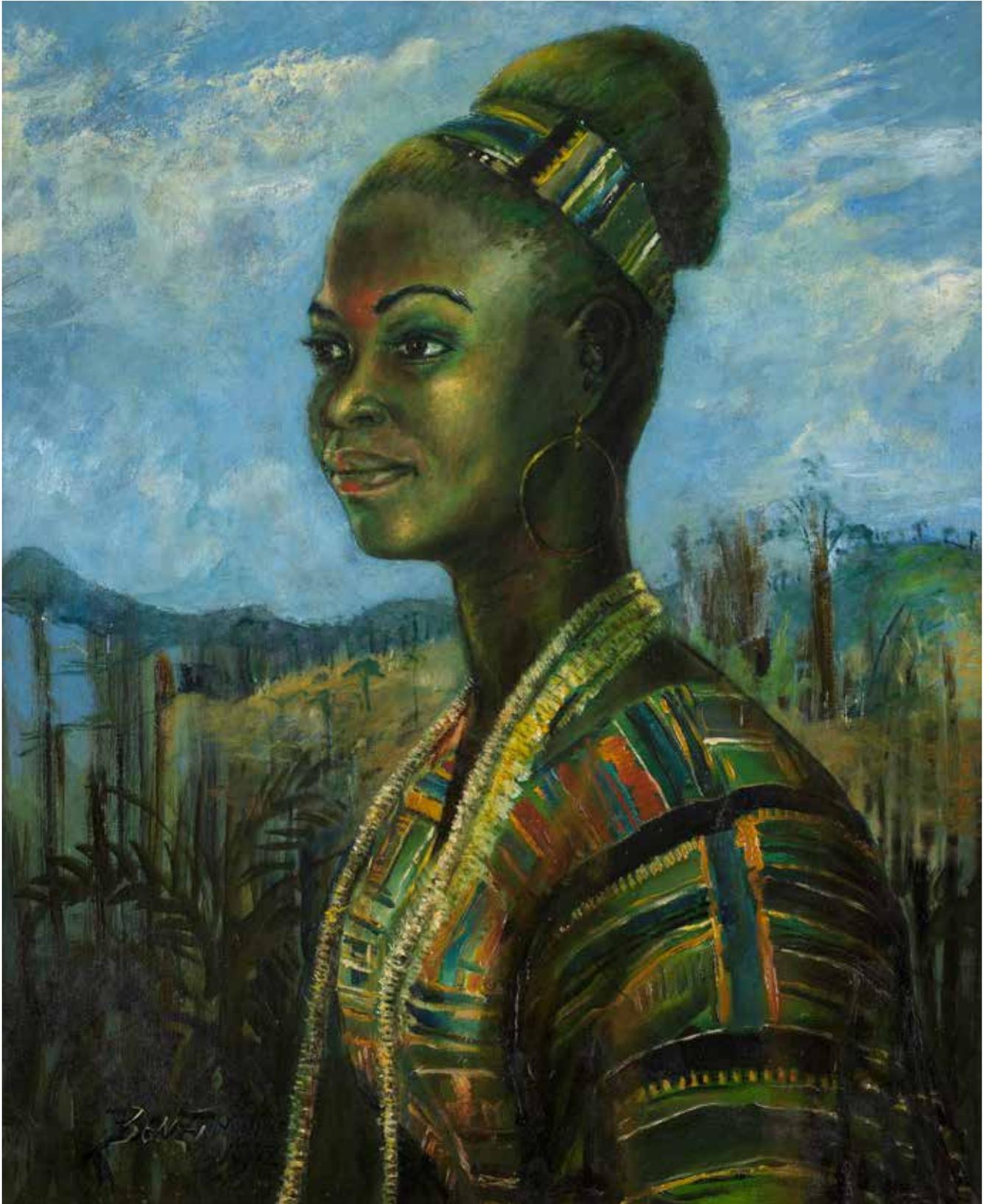
Although Enwonwu first encountered the sitter in London, it is likely that he painted the portrait in Nigeria. He had been appointed professor of Fine Art at the University of Ife in 1971. On weekends, he would frequently drive around the surrounding area, making sketches of the landscape and local villages. The forest setting behind Marianne was most likely inspired by one of these excursions.

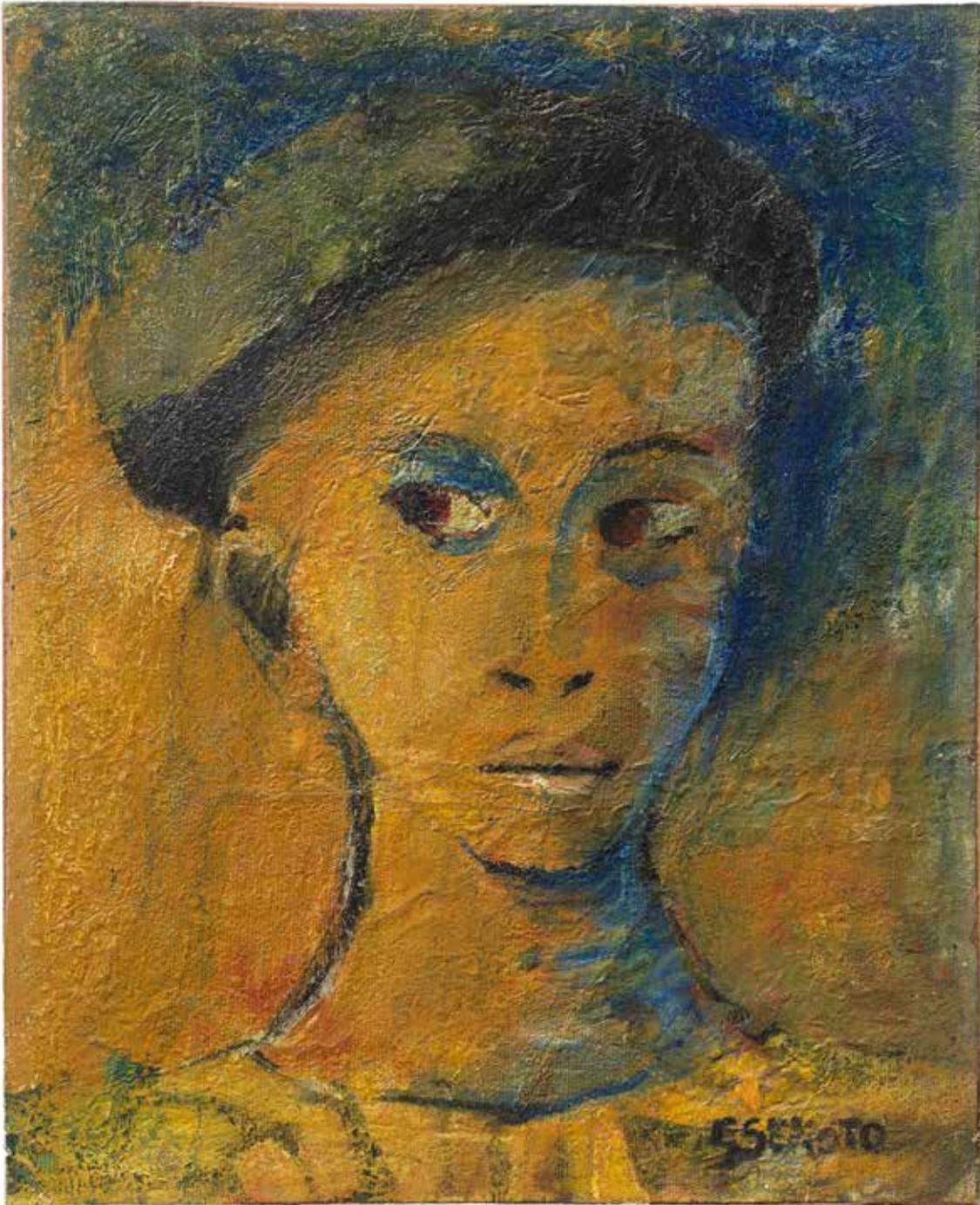
Marianne's attire is very similar in style to the outfits worn by followers of the Black Movement in America in the 1970s. First coined by activist, Stokely Carmichael, in 1966, 'Black Power' advocated racial pride, self-sufficiency and equality for all people of Black and African descent. The protests of splinter organizations such as the Black Panther Party and the Black Women's United Front received widespread coverage in the international press, and inspired artists and thinkers the other side of the Atlantic.

Black Power ideology was also disseminated by musicians such as James Brown. His funk song 'Say It Loud - I'm Black and I'm Proud' became the unofficial anthem of the Black Power movement. Brown toured Nigeria in 1970, performing at Fela Kuti's club in Lagos. The reception they received was overwhelmingly positive, as the bassist, William 'Bootsy' Collins, later described:

"They were treating us like kings. We were telling them they're the funkier cats we ever heard in our life. I mean, this is the James Brown band, but we were totally wiped out! That was one trip I wouldn't trade for anything in the world."

Collins' anecdote demonstrates his and Brown's mutual respect for Fela. The tour inspired many young Nigerians to adopt the fashion of these musical icons. It is perhaps not surprising that Enwonwu, with his Pan-Africanist sympathies, would choose to present Marianne in this attire. In this portrait, she transcends her identity as Marianne the British-based actress, and becomes a symbol of Black pride.





21

GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)

Portrait of a lady wearing a beret
signed 'G Sekoto' (lower right)
oil on board
26 x 21cm (10 1/4 x 8 1/4in).

£70,000 - 100,000
US\$86,000 - 120,000
€77,000 - 110,000

Provenance

A private collection, UK.

In 1945, Sekoto moved to Eastwood, Pretoria to live with his mother and stepfather, Paulus Jiyane. This portrait was painted by Gerard Sekoto shortly after and is very similar to portraits depicting the artist's sister-in-law, Mary Dikeledi, who had married his brother Bernard earlier that year.

The sitter appears to be reluctant to meet our gaze – simultaneously shy and stubborn. This is consistent with the artist's description of his sister-in-law as a "tough character": "we got on well and...I could moderate her into a mild mood, even of gaiety, whenever she was in a contradictory state". The artist has produced here a most intimate and revealing character study.



22 *

SYDNEY ALEX KUMALO (SOUTH AFRICAN, 1935-1988)

Moses and Disciples
signed 'KUMALO' (back of Moses' left leg)
bronze

Moses: 47 x 28.5 x 7cm (18 1/2 x 11 1/4 x 2 3/4in); first disciple: 33 x 28.5 x 7.5cm (13 x 11 1/4 x 2 15/16in). Second disciple: 40 x 22 x 17cm (15 3/4 x 8 11/16 x 6 11/16in).

(3)

£20,000 - 30,000

US\$25,000 - 37,000

€22,000 - 33,000

Provenance

Acquired from the Goodman Gallery, Johannesburg in 1974.
A private collection, USA.

Sydney Kumalo enrolled at Polly Street Art Centre in 1953, where he assisted Cecil Skotnes from 1957 to 1964. Skotnes encouraged him to become a professional artist and arranged for Kumalo to work in Edoardo Villa's studio from 1958 to 1960, to receive professional guidance and to familiarise himself with the technical aspects of sculpting and bronze casting.

Kumalo started exhibiting his work with some of the leading commercial Johannesburg galleries in 1958, and had his first solo exhibition with the Egon Guenther Gallery in 1962. His career took off in the mid 1960s, with his regular participation in exhibitions abroad, including prestigious events such as the Venice and Sao Paulo Biennales. From 1969 he allied himself with Linda Goodman, founder of the Goodman Gallery in Johannesburg, where he exhibited regularly until his death in December 1988. Skotnes, Villa, Legae and other peers from the Polly Street era also exhibited at the Goodman Gallery.

Moses and the Disciples was originally conceived by Kumalo in the early 1970s, and comprised Moses with Aaron and Joshua. Two sets were sold by the Goodman Gallery at this time; number 1/5 (the above casts) and number 2/5 (sold in these rooms in October 2014).

In 1986 Kumalo carved a third disciple and the remaining three versions of the edition were then sold with the three disciples.

Bibliography

M. Nicol, 'Sydney Kumalo' in *They Shaped our Century: The Most Influential South Africans of the Twentieth Century*, (Cape Town, 1999) p.451.

E. Miles, *Polly Street: The Story of an Art Centre*, (Johannesburg, 2004).

S. Sack, *The Neglected Tradition: Towards a New History of South African Art 1930-1988*, (Johannesburg, 1988).

E J de Jager, *Images of Man: Contemporary South African Black Art and Artists*, (Alice, 1992).

23

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

Head

bronze

52 x 18.5 x 26cm (20 1/2 x 7 5/16 x 10 1/4in) (not including base)

£40,000 - 60,000

US\$49,000 - 74,000

€44,000 - 66,000

Provenance

Grosvenor Gallery, London, 1974.

Collection of Anthony Quinn.

Acquired by a private collector in London, 2013.

This impressive bronze was purchased by the celebrated American actor, Anthony Quinn, in the mid-1970s. Quinn was himself an enthusiastic painter and sculptor, and had close relationships with many of the foremost artists of the day. Dumile moved from South Africa to London earlier in the decade, in response to the Apartheid regime's increasing restrictions on black artists.

Dumile came to Quinn's attention following a successful exhibition at the prestigious Grosvenor Gallery. The actor commissioned a number of works from Dumile directly, but the artist was unfazed by his patron's fame. When Quinn chased the pieces, his response was tongue in cheek, requesting more funds "for inspiration".

This bronze was cast between 1970 and 1975 by the Fiorini Foundry in London in an edition of six, before the terracotta mould was destroyed. Another (stamped 2/6) was displayed at the Johannesburg Art Gallery's 1988 exhibition, *The Neglected Tradition: Towards a New History of South African Art* (p.46 cat. no.20 illustrated). Another edition, in the Bruce Campbell Smith Collection (not stamped), was exhibited in the Dumile Feni Retrospective at the Johannesburg Art Gallery in 1988 (p.29 illustrated) as well as the seminal show at Iziko SA National Gallery, *Revisions: Expanding the Narrative of South African Art* (p.178 cat. no.140, illustrated).





24

KAREL ANTHONY NEL (SOUTH AFRICAN, BORN 1955)

Cosmos

inscribed 'Karel Nel/ 2011/ Cosmos: 259 Degree Field' (verso)

sprayed pigment on bonded fibre paper

210 x 55cm (82 11/16 x 21 5/8in).

£8,000 - 12,000

US\$9,800 - 15,000

€8,800 - 13,000

Provenance

Purchased at Art First, 2011.

A private collection, UK.

In 2004, Karel Nel was appointed as the resident artist on COSMOS - an ambitious project to map a two degree field of the universe. Working alongside a team of astronomers, Nel produced a series of pieces that were informed by the images and data collected from radio, x-ray, infrared and optical telescopes.

This piece explores one of Nel's chief preoccupations: the visual and scientific conventions of representing vanishing points. He is fascinated by the way a vanishing point can determine a focal point, sidelining other objects to the periphery.

Nel's medium is highly unusual, incorporating pastel, ochre, volcanic glass, sand and dust on a background of bonded fibre fabric.

In 2012, Nel participated in the major exhibition *African Cosmos, Stellar Arts: African Cultural Astronomy from Antiquity to the Present* at the Smithsonian Museum of African Art.

Nel's aesthetic fusion of scientific phenomena and artistic abstraction has been described by the South African poet, Stephen Watson, as an intellectual and spiritual investigation:

"follow(ing) the trajectory of an inner journey, trawling amidst the rich multiplicity of the world's cultural traditions, their rites and symbols, searching for that imagery which might connect our conscious lives with the deepest spiritual potential within ourselves." (1994)



25

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

Moon Madonna

inscribed 'MOON MADONNA/ OIL ON BOARD/ Y. A. GRILLO'
(verso)

oil on board

131 x 67.5cm (51 9/16 x 26 9/16in).

£60,000 - 90,000

US\$74,000 - 110,000

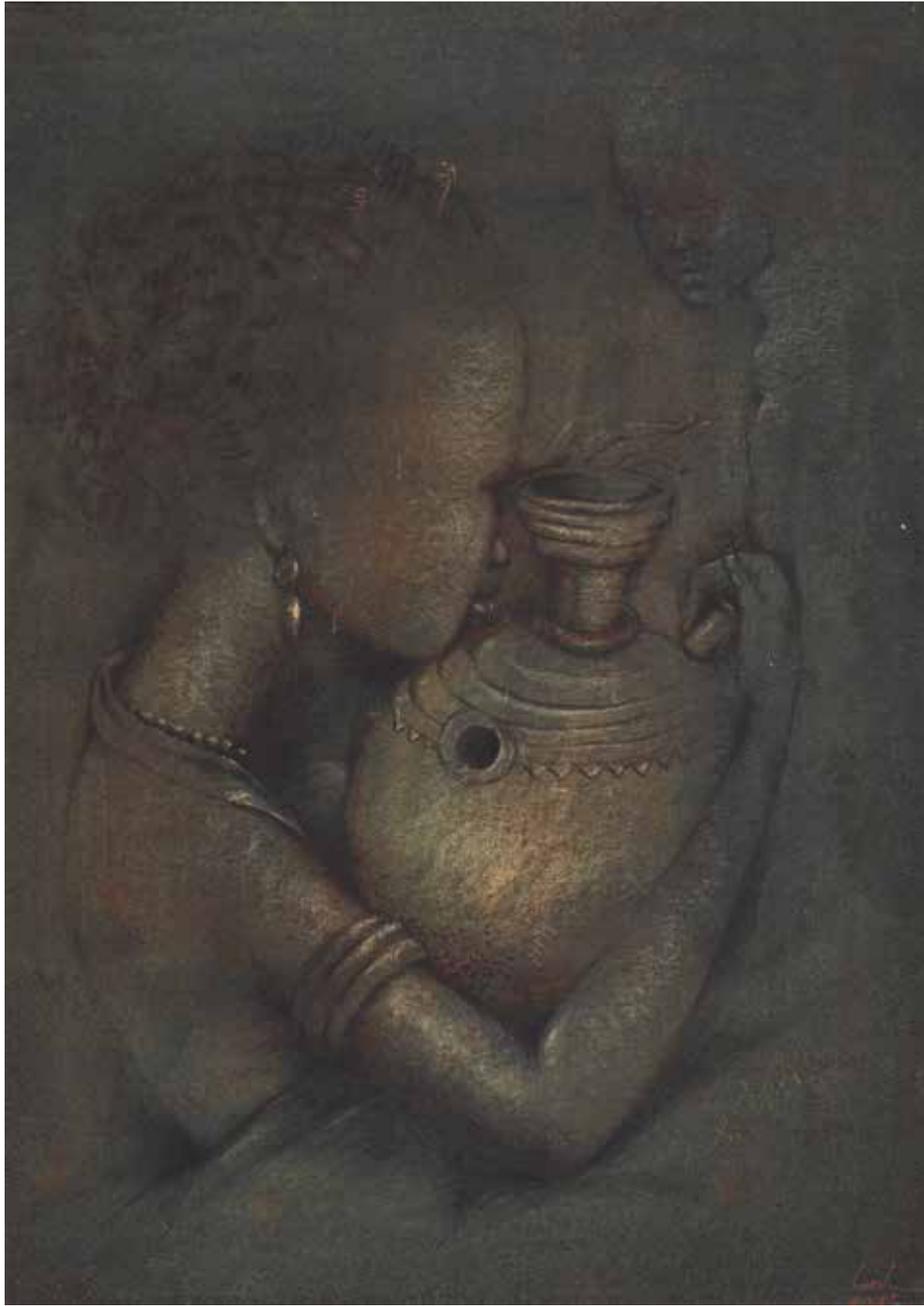
€66,000 - 100,000

Provenance

Acquired from the artist in the early 1970s.

A private UK collection.

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



26

SIMON OKEKE
(NIGERIAN, 1937-1969)

Girl with urn

signed and dated 'SIMON/ 15/12/5?' (lower right)

watercolour and scratching

35.5 x 25.5cm (14 x 10 1/16in).

£8,000 - 12,000

US\$9,800 - 15,000

€8,800 - 13,000



27

JIMOH AKOLO
(NIGERIAN, BORN 1934)

Seated man in red cap
signed and dated 'JB Akolo/ 1994' (lower right)
oil on board
88 x 108cm (34 5/8 x 42 1/2in).

£4,000 - 6,000
US\$4,900 - 7,400
€4,400 - 6,600



28 *

**FRANS DAVID OERDER
(SOUTH AFRICAN, 1867-1944)**

Village in East Africa
signed 'FD Oerder' (lower right)
oil on canvas
49.2 x 33.2cm (19 3/8 x 13 1/16in).

£6,000 - 8,000
US\$7,400 - 9,800
€6,600 - 8,800



29

IRMA STERN
(SOUTH AFRICAN, 1894-1966)

Water carriers
signed and dated 'Irma Stern/ 1933' (lower right)
watercolour
48 x 35cm (18 7/8 x 13 3/4in).

£18,000 - 22,000
US\$22,000 - 27,000
€20,000 - 24,000

Provenance

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



30 *

VLADIMIR GRIEGOROVICH TRETCHIKOFF
(SOUTH AFRICAN, 1913-2006)

Fruits of Bali
 indistinctly signed (lower right)
 oil on canvas
 76.5 x 66.5cm (30 1/8 x 26 3/16in).

£200,000 - 300,000
 US\$250,000 - 370,000
 €220,000 - 330,000

Provenance

The collection of Ft. Lt. Richard O. Hellyer.
 Stephan Welz, Cape Town, 27 May 2008, lot 543.
 A private collection, Cape Town.

Exhibited

London, Harrods, 1961.
 Montreal, Toronto, Winnipeg, Vancouver, Victoria, May 1965.

Literature

Tretchikoff & Timmins, *Tretchikoff*, (1969). Illustrated.
 Gorelik, *Incredible Tretchikoff: Life of an Artist and Adventurer*, (2013).
 Illustrated p.204 & 288.

Fruits of Bali is one of Tretchikoff's most beloved and recognizable paintings. The portrait depicts a South African woman dressed in Southeast Asian attire. She carries a large bowl of tropical fruit – perhaps an offering to a temple just out of frame. The vivid palette accentuates the sensual exoticism of the work; the colours are jewel-like, lending the painting an almost iridescent quality.

Tretchikoff's love affair with the Far East began when his family relocated from Russia to China shortly after the Revolution of 1917. He spent the early 1930s in Shanghai, before moving to Singapore in

1935. However, the real inspiration for this portrait and her celebrated companion *Balinese Girl* came from his experience as a prisoner of war in the Second World War. Tretchikoff was evacuated when Japan invaded Singapore in 1942. However, his boat was sunk and he was forced to row for 21 days to Java, where he was interned by Japanese forces. Fortunately, Tretchikoff was released after a few months and he spent the rest of the war in Jakarta painting.

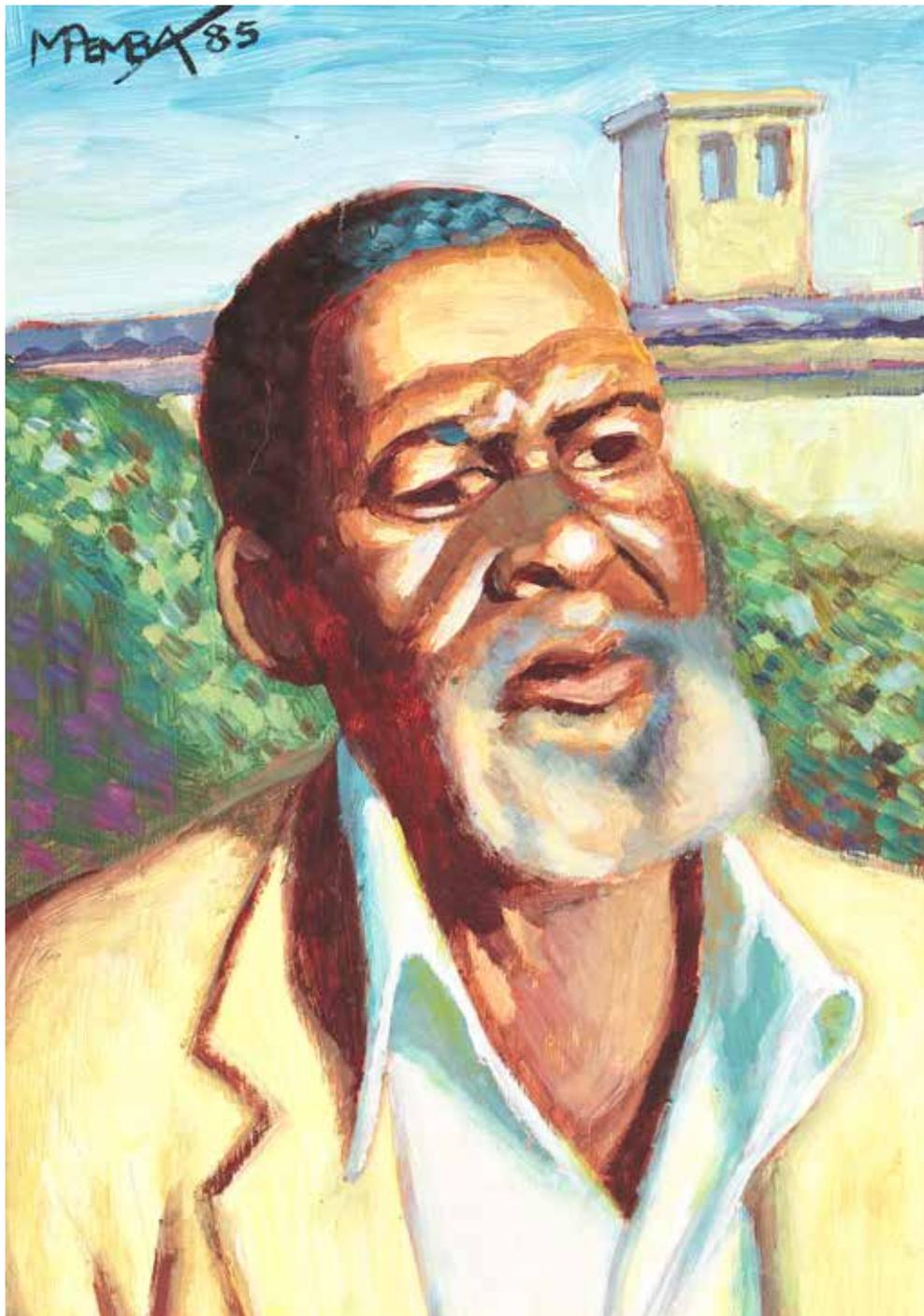
Whilst this was an intensely productive period for the artist, he did not exhibit the works until 1948, after he moved to South Africa. It is therefore difficult to ascertain precisely when *Fruits of Bali* was painted. However, the portrait was certainly executed before 1960, as it was lauded as one of the highlights of Tretchikoff's exhibition at Harrods in London in 1961. The exhibition was an immense success, attracting over 200,000 visitors. It was also selected for the artist's tour of Canada in 1965, and was admired by more than 490,000 people.

Although the sitter for *Fruits of Bali* was an exoticised South African model, and represents a romantic ideal, Tretchikoff did have a real woman in his mind's eye. Her name was Ni Pollok and she was a Legong dancer. One of Bali's most visually alluring royal court performances, Legong is a highly respected art form in Indonesia. Ni Pollok was married to the Belgian artist Adrien-Jean Le Mayeur de Merprès. For Tretchikoff, she embodied the grace and beauty of the island.

Fruits of Bali was originally owned by the Battle of Britain veteran, Flight Lieutenant Richard Hellyer. In 1940 Hellyer was shot down in his Spitfire over Dunkirk. Having recovered from his injuries, he made his way back to the UK and re-joined the squadron. They operated from RAF Kenley, one of the main fighter stations that protected the British capital from the Luftwaffe attacks. After the war, Hellyer was demobbed and emigrated to South Africa, where he settled in the Cape and purchased the renowned Saldanha Bay Hotel.

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





31 *

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

Man in deep thought
signed and dated 'M PEMBA 85' (upper left)
oil on board
36 x 25.5cm (14 3/16 x 10 1/16in).

£10,000 - 12,000
US\$12,000 - 15,000
€11,000 - 13,000

Les Africanists and Le Hangar: Highlights from the collection of Jo van Severen

Jo van Severen was posted to the Belgian Congo in 1953, when he was appointed administrator-general of the Katanga region. The son of an architect, van Severen had a keen appreciation for the arts and spent the next decade developing his relationships with painters working in the Congo. The first painting he acquired was by one of the foremost Belgian artists, André Hallet. As his knowledge of the region grew, he discovered many local artists and became an important patron for painters from the Hangar school. Before returning to Belgium in 1963, van Severen organized an exhibition of François Amisi, who subsequently gained recognition as an important exponent of the Lubumbashi School.

Jo van Severen acquired the majority of his collection from the artists directly; the following selection attests to his eye for talent, but also speaks of the deep affection that he had for the country and its people.





32

**MAURICE CHARLES LOUIS VAN ESSCHE
(SOUTH AFRICAN, 1906-1977)**

A water carrier
signed and dated 'van essche '39' (lower left); titled 'La Route vers la
ferme Holland a travers le village' (label verso)
oil on canvas
40.5 x 50cm (15 15/16 x 19 11/16in).

£2,000 - 3,000
US\$2,500 - 3,700
€2,200 - 3,300

Provenance

Collection of Jo Van Severen, Belgium.



33

**MARIE-LOUISE STRADIOT-BOUGNET
(BELGIAN, 1907-1953)**

Portrait of two women in profile
signed 'M.L. Stradiot Bougnet' (upper right)
oil on canvas
64.5 x 80cm (25 3/8 x 31 1/2in).

£4,000 - 6,000

US\$4,900 - 7,400

€4,400 - 6,600

Provenance

Collection of Jo Van Severen, Belgium.



34

**AUREL DE LOOF
(BELGIAN, 1901-1982)**

Portrait of a woman with green mangoes
signed 'A De Loof' (lower right); inscribed 'wrouw Babali Stam
(pour Stanleyville)' (verso)

oil on canvas

64 x 54cm (25 3/16 x 21 1/4in).

£1,500 - 2,000

US\$1,800 - 2,500

€1,700 - 2,200

Provenance

Collection of Jo Van Severen, Belgium.



35

**CLEMENT SERNEELS
(BELGIAN, 1912-1991)**

Musombo Bas-Congo

titled and signed 'Musombo/ Bas-Congo/ Serneels' (lower
right); inscribed with artist's biography (verso)

oil on board

46.5 x 38.5cm (18 5/16 x 15 3/16in).

£2,000 - 3,000

US\$2,500 - 3,700

€2,200 - 3,300

Provenance

Collection of Jo Van Severen, Belgium.



36

**KIBWANGA MWENZE
(CONGOLESE, BORN 1925)**

Hunters and antelope

signed and dated 'Mwenze Kibwanga/ 57' (lower right); bears two
exhibition labels (verso)

oil on canvas

65 x 100cm (25 9/16 x 39 3/8in).

£4,000 - 6,000

US\$4,900 - 7,400

€4,400 - 6,600

Provenance

Collection of Jo Van Severen, Belgium.

Exhibited

Netherlands, Gemeentemuseum Den Hag, *Hedendaagse*

Schilderkunst uit midden-Afrika, 1996.

Dendermonde, Stedelijke Musea, *Kongo in Kleur*, 2006.



37



38

37
KABINDA KUNKULU VICTOR (CONGOLESE, BORN 1927)

Hérons fishing
signed 'Kabinda' (lower right)
oil on canvas
59 x 94.5cm (23 1/4 x 37 3/16in).

£1,500 - 2,000
US\$1,800 - 2,500
€1,700 - 2,200

Provenance
Collection of Jo Van Severen, Belgium.

38
KABINDA KUNKULU VICTOR (CONGOLESE, BORN 1927)

Antelope
signed and dated 'Kabinda/ E/ville/ 1961' (lower right)
oil on canvas
61 x 88cm (24 x 34 5/8in).

£1,500 - 2,000
US\$1,800 - 2,500
€1,700 - 2,200

Provenance
Collection of Jo Van Severen, Belgium.



39

CLEMENT SERNEELS (BELGIAN, 1912-1991)

Portrait of a woman wearing a headdress

oil on canvas

64 x 54cm (25 3/16 x 21 1/4in).

£3,000 - 5,000

US\$3,700 - 6,100

€3,300 - 5,500

Provenance

Collection of Jo Van Severen, Belgium.

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40

40

HENRI KERELS (BELGIAN, 1896-1956)

Portrait of a woman wearing a necklace
signed and dated 'Henri Kerels/ 1929' (lower right); bears
Campo vlaamse kaai label
oil on canvas
60 x 50cm (23 5/8 x 19 11/16in).

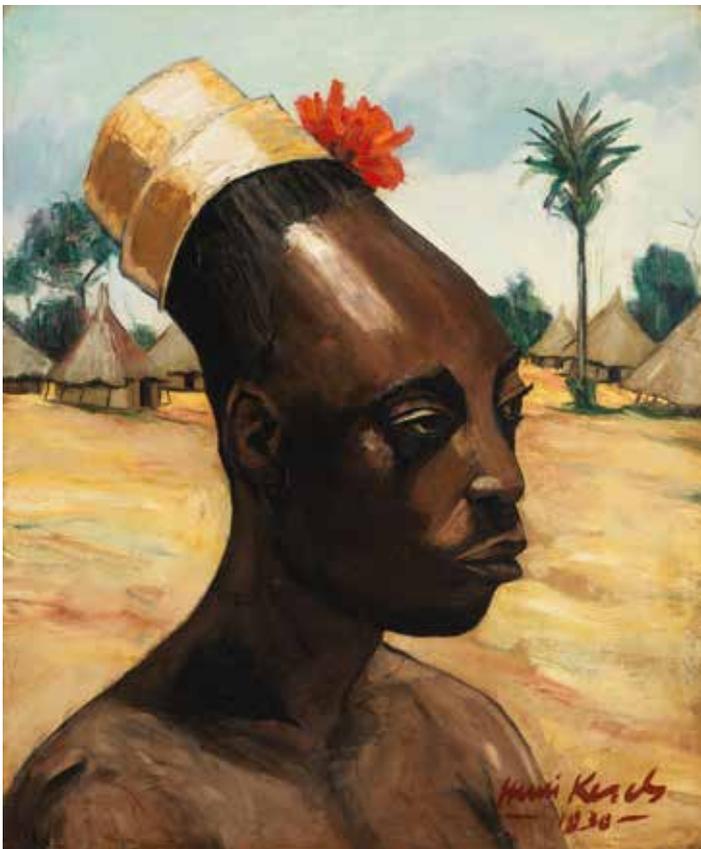
£2,000 - 3,000

US\$2,500 - 3,700

€2,200 - 3,300

Provenance

Collection of Jo Van Severen, Belgium.



41

41

HENRI KERELS (BELGIAN, 1896-1956)

Head Study
signed and dated 'Henri Kerels/ 1930' (lower right)
oil on canvas
61 x 50.5cm (24 x 19 7/8in).

£2,000 - 3,000

US\$2,500 - 3,700

€2,200 - 3,300

Provenance

Collection of Jo Van Severen, Belgium.

42

CLEMENT SERNEELS (BELGIAN, 1912-1991)

Lake with surrounding palm trees
signed and dated 'Clement Serneels/ 46' (lower
right); bears exhibition label (verso)
oil on canvas
70 x 80cm (27 9/16 x 31 1/2in).

£2,000 - 3,000

US\$2,500 - 3,700

€2,200 - 3,300

Provenance

Collection of Jo Van Severen, Belgium.

Exhibited

Belgium, Hôtel communal de Schaerbeek,
*Impressions d'Afrique: fêtes de la Communauté
Française de Belgique*, 1991.



42

43

MWILA (CONGOLESE, ACTIVE 1950-1970)

Antelope and tiger
signed and dated 'Mwila '58 E/ville' (lower right)
oil on linen
42 x 44.5cm (16 9/16 x 17 1/2in).

£1,500 - 2,000

US\$1,800 - 2,500

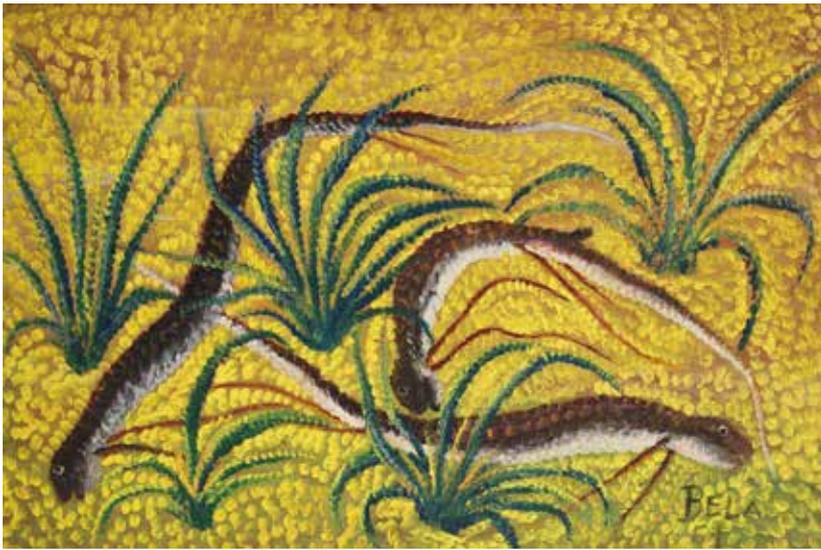
€1,700 - 2,200

Provenance

Collection of Jo Van Severen, Belgium.



43



44

44

BELA SARA (CONGOLESE, BORN 1920)

Eels, Yellow
signed 'BELA' (lower right); label inscribed with
provenance (verso)
oil on board
59 x 88cm (23 1/4 x 34 5/8in).

£2,000 - 3,000

US\$2,500 - 3,700

€2,200 - 3,300

Provenance

Collection of Mr. Nestor Seeuws, former curator at
the Institut des Musées Nationaux du Zaïre.
Acquired by Mr. Jo van Severen, Belgium.
By descent.

Bela is one of the better known members of the
Lubumbashi painting atelier, an important modernist
movement in central Africa. Established by amateur
artist-patron Pierre Romain-Desfossés in the late
1940s, the atelier was variously known as "Le
Hangar," the "Elisabethville Indigenous Art Studio"
and the Académie des beaux arts and produced a
significant body of successful decorative works.

Desfossés expounded a laissez-faire approach to
teaching; however, he encouraged his students
to work with certain palettes and look to "native"
inspirations.



45

45

FRANCOIS THANGO (CONGOLESE, 1936-1981)

Market traders
signed 'Thango' (lower right); bears exhibition label
(verso)
oil on canvas
80.5 x 101.5cm (31 11/16 x 39 15/16in).

£2,000 - 3,000

US\$2,500 - 3,700

€2,200 - 3,300

Provenance

Collection of Jo Van Severen, Belgium.

Exhibited

Dendemonde, Stedelijke Musea, *Kongo in kleur*,
2006.

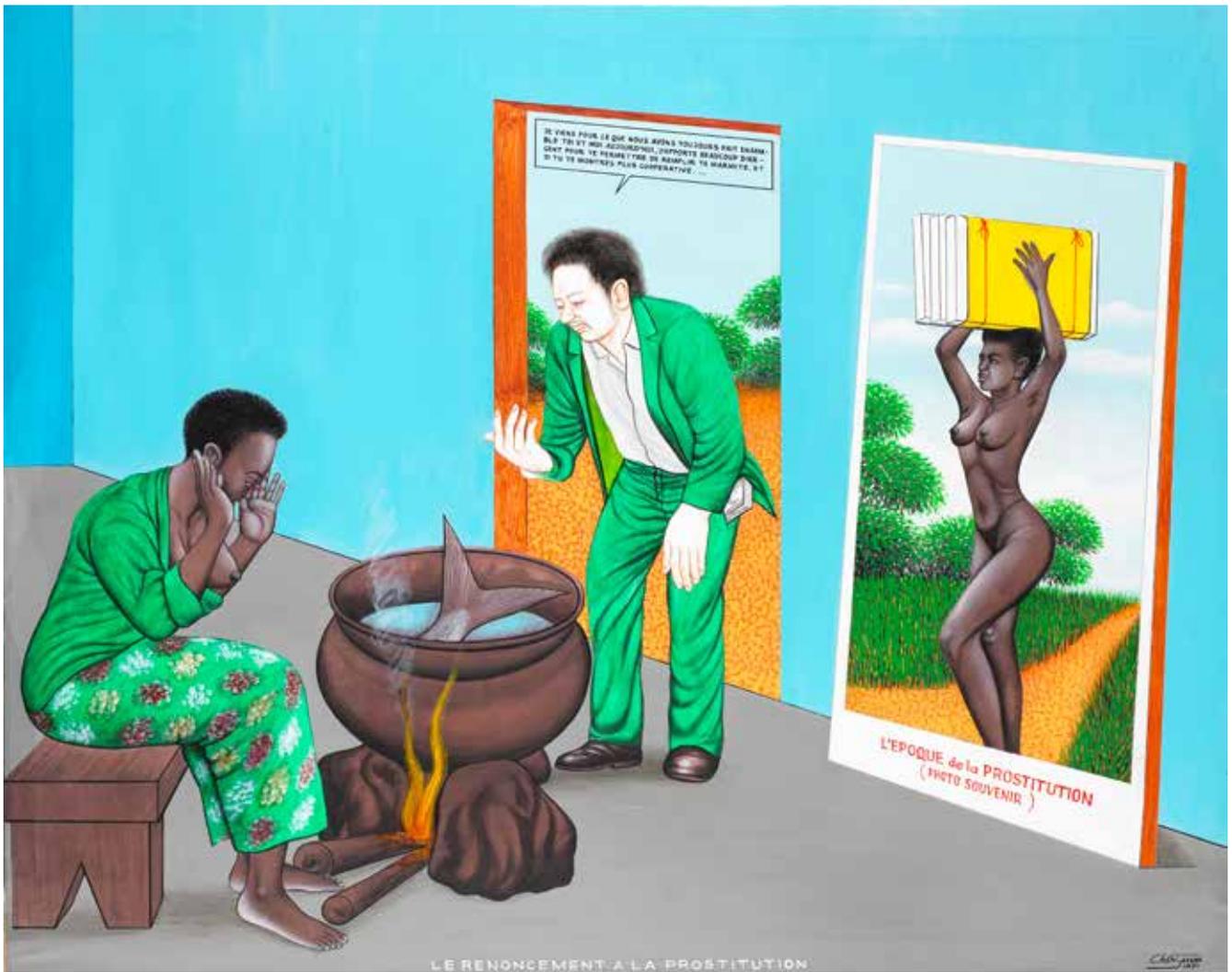


OTHER PROPERTIES

46
CHÉRI SAMBA
(DEMOCRATIC REPUBLIC OF CONGO, BORN 1956)

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

£30,000 - 40,000
US\$37,000 - 49,000
€33,000 - 44,000



47

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

Le renoncement a la prostitution
signed and dated 'Cheri Samba/ 1991' (lower right)
acrylic on canvas
113 x 143cm (44 1/2 x 56 5/16in).

£20,000 - 30,000
US\$25,000 - 37,000
€22,000 - 33,000



48 TP

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

Bar de Nuit

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

oil on canvas

117 x 147cm (46 1/16 x 57 7/8in).

£10,000 - 15,000

US\$12,000 - 18,000

€11,000 - 17,000



49

49
MONSENGWO KEJWAMFI "MOKE"
(DEMOCRATIC REPUBLIC OF CONGO, 1950-2001)

La Seduction
 signed 'Peintre Moke' (lower right)
 oil on canvas
 103 x 129cm (40 9/16 x 50 13/16in).

£4,000 - 6,000
 US\$4,900 - 7,400
 €4,400 - 6,600

50
MARC PADEU
(CAMEROON, BORN 1990)

Pearl earring
 signed and dated 'Padeu 2019' (lower right)
 oil on canvas
 150 x 100cm (59 1/16 x 39 3/8in).

£6,000 - 9,000
 US\$7,400 - 11,000
 €6,600 - 10,000





51

CHERI CHERIN

(DEMOCRATIC REPUBLIC OF CONGO, BORN 1955)

Que nous réserve l'évolution Scientifique

signed and dated 'CHERI-CHERIN/ 2014' (lower right)

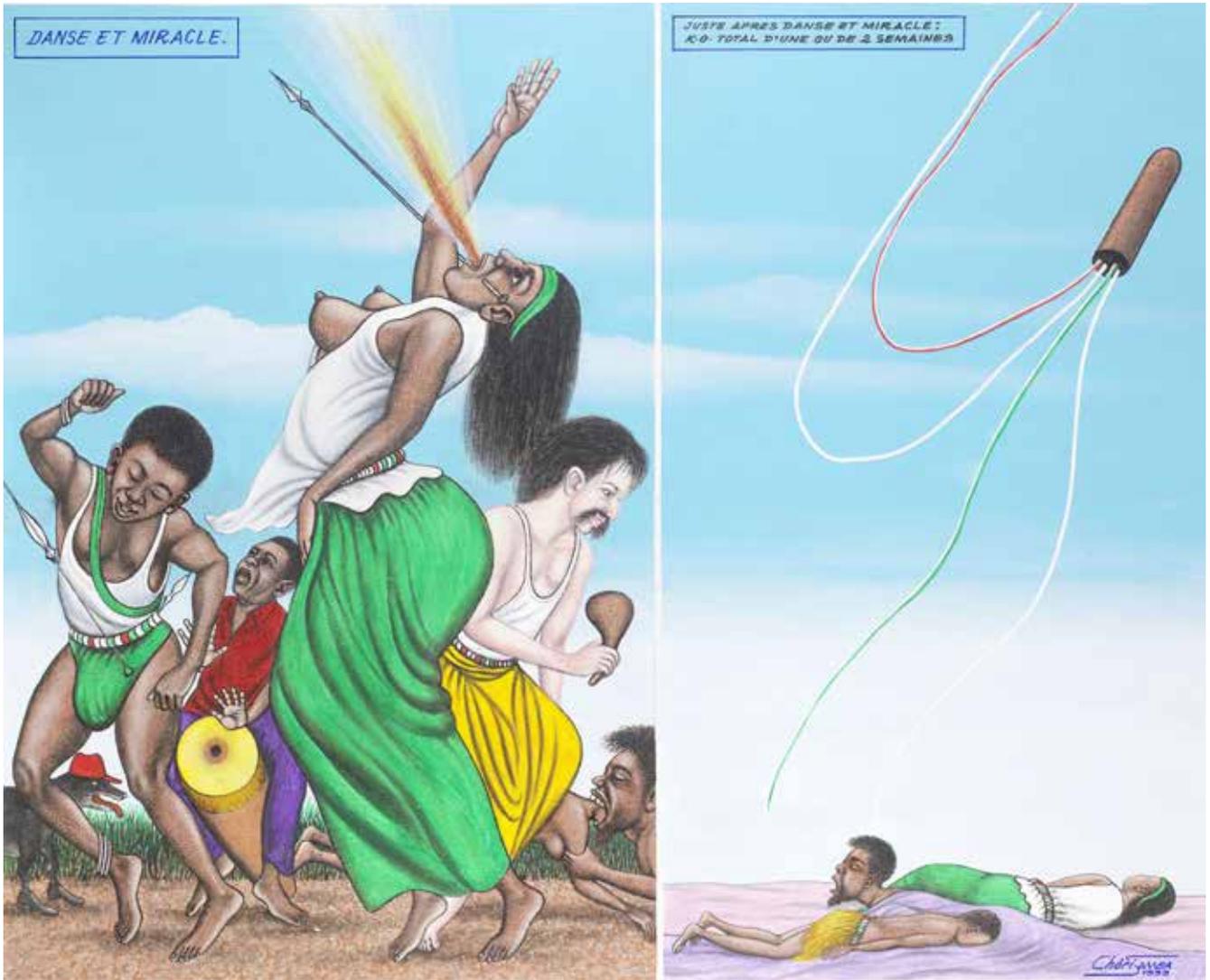
acrylic on canvas

108 x 135cm (42 1/2 x 53 1/8in).

£4,000 - 6,000

US\$4,900 - 7,400

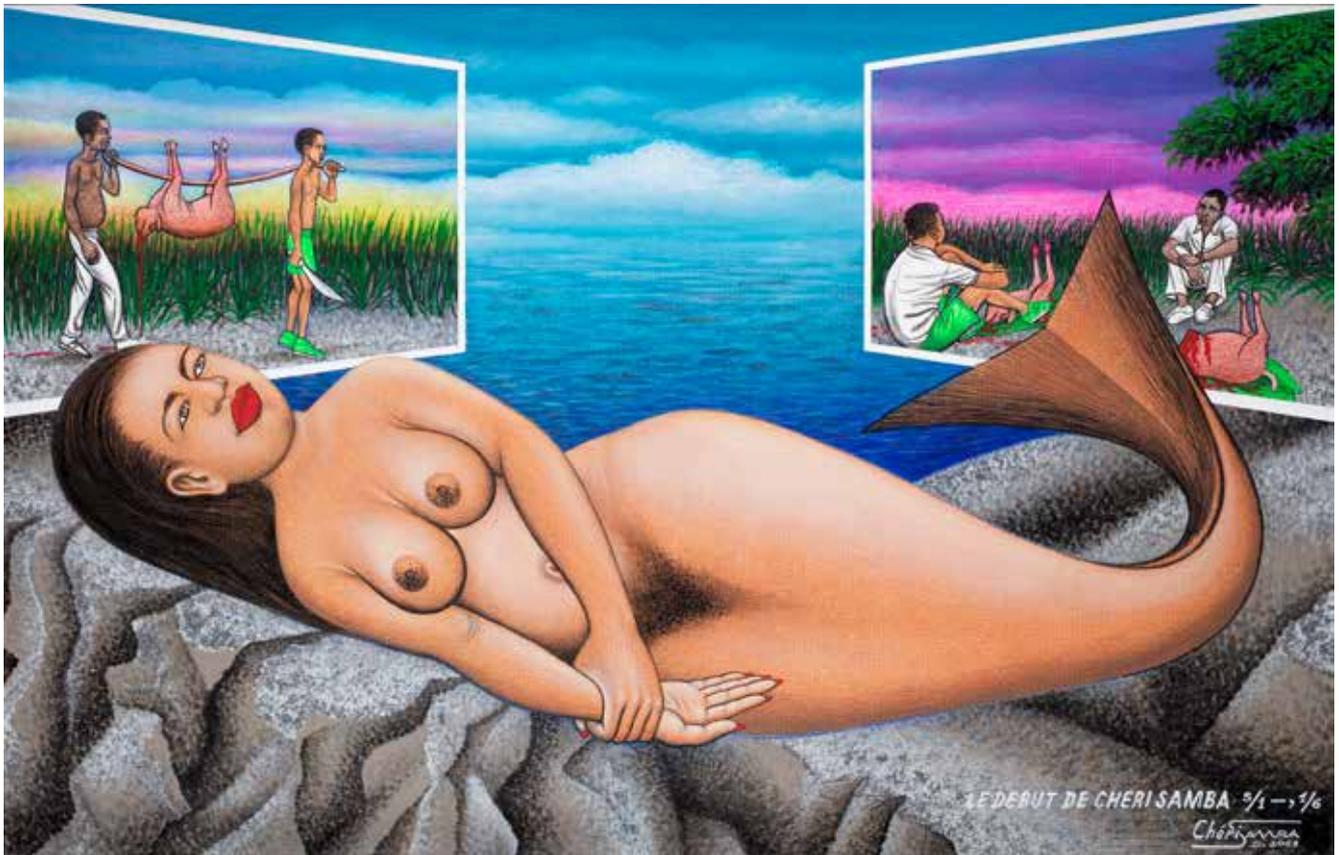
€4,400 - 6,600



53
CHÉRI SAMBA
 (DEMOCRATIC REPUBLIC OF CONGO, BORN 1956)

Danse et Miracle
 signed and dated 'Cheri Samba/ 1999' (lower right)
 acrylic and glitter on canvas
 81 x 100cm (31 7/8 x 39 3/8in).

£8,000 - 12,000
 US\$9,800 - 15,000
 €8,800 - 13,000



54 *

CHÉRI SAMBA
(DEMOCRATIC REPUBLIC OF CONGO, BORN 1956)

'Le Debut de Cheri Samba' (La Sirene II)
 Inscribed, signed and dated "Le Debut de Cheri Samba S/1-,1/6",
 'Cheri Samba/ D.2003' (lower right)
 acrylic and glitter on canvas
 60 x 94cm (23 5/8 x 37in).

£20,000 - 30,000
 US\$25,000 - 37,000
 €22,000 - 33,000



55

SOLY CISSÉ
(SENEGALESE, BORN 1969)

Jaune Tribal
oil on canvas
100 x 100cm (39 3/8 x 39 3/8in).

£5,000 - 8,000
US\$6,100 - 9,800
€5,500 - 8,800



56 TP

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

Questionamento
signed and dated 'MANGOVO/ 2019' (lower right); inscribed with
artist's name, title and date (verso)
acrylic on canvas
153 x 153cm (60 1/4 x 60 1/4in).

£7,000 - 10,000
US\$8,600 - 12,000
€7,700 - 11,000

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



57

JOHN GOBA
(SIERRA LEONEAN, BORN 1944)

Untitled (2016)

painted wood and porcupine quills

the largest 92 x 22 x 20cm (36 1/4 x 8 11/16 x 7 7/8in) excluding quills.

(2)

£5,000 - 8,000

US\$6,100 - 9,800

€5,500 - 8,800



58

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

Untitled, 2013

signed and dated 'ABOUDIA/ 2013' (verso); bears a Jack Bell Gallery label (verso)

acrylic and mixed media on canvas

94 x 150cm (37 x 59 1/16in).

£10,000 - 15,000

US\$12,000 - 18,000

€11,000 - 17,000



59

**SOKARI DOUGLAS CAMP
(NIGERIAN, BORN 1958)**

Barrel Woman

welded steel

88 x 23 x 17cm (34 5/8 x 9 1/16 x 6 11/16in).

£5,000 - 8,000

US\$6,100 - 9,800

€5,500 - 8,800

Provenance

A private collection, Amsterdam.

This sculpture of a Nigerian woman is constructed from recycled oil barrels and olive oil cans. The artist, Sokari Douglas Camp, has a conflicted relationship with oil, having grown up in the Niger Delta - a region with an economy that is almost entirely dependent on the resource.

For the majority of the Delta's inhabitants, oil mining provides employment and a source of income. But they are also highly aware of the environment cost.

Sokari's colourful sculptures communicate the vitality and resourcefulness of the Delta's inhabitants, but also encourages the viewer to consider the long term consequences.

60

BEN OSAWE

(NIGERIAN, 1931-2007)

Totem

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

wood

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

£5,000 - 7,000

US\$6,100 - 8,600

€5,500 - 7,700

Provenance

Osawe was born into a family of respected sculptors and craftsmen. He learned his trade from his father, who was court artist for the king of Benin, Oba Eweka II.

Osawe moved to London to study at the School of Graphic Art (1956-59) and the Camberwell School of Arts and Crafts (1960-65). In 1965, he was selected to represent Nigeria at the Commonwealth Festival in Glasgow. He returned to Nigeria in 1966 before moving to Benin City in 1979, where he continued to sculpt until his death in 2007.

Over the course of his career, Osawe showed himself to be a master of many media including cement, clay and metal. However, it was with wood that he felt most at home



61

DEMAS NWOKO (NIGERIAN, BORN 1935)

Wooden doors depicting the Crucifixion and Resurrection of Christ: commissioned by the Cathedral Church of Christ signed and dated 'DEMAS NWOKO 2015' (lower left corner of right door)

Apa wood

284.5 x 167.6 x 7.5cm (112 x 66 x 2 15/16in).

£30,000 - 40,000

US\$37,000 - 49,000

€33,000 - 44,000

These doors were commissioned for the Cathedral Church of Christ in Marina, Lagos, by Chief Dr. Moses Adekoyejo Majekodunmi's family in 2013. The Majekodunmis approached the renowned Nigerian artist and architect, Demas Nwoko. The commission was completed in 2015. However, due to an expansion of the wood, the doors were never installed.

The doors are 75mm thick (66 inches by 112 inches); they are carved from Apa wood, and worked on in the artist's studio in Asaba, Delta State.

The design concept was inspired by the Biblical account of Christ's crucifixion and resurrection. The left leaf depicts Christ's followers receiving the Holy Spirit. The right leaf depicts Christ rising from a field of lilies.





62

AFEWERK TEKLE (ETHIOPIAN, 1932-2012)

An Orthodox Service

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

oil on board

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

£10,000 - 15,000

US\$12,000 - 18,000

€11,000 - 17,000

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

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

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



Ben Enwonwu, 'Africanity', 1964, gouache.

63

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

Figures in profile ('Africanity')

signed and dated 'BEN ENWONWU/ 1965-66' (lower left)

oil on canvas

102 x 33cm (40 3/16 x 13in).

£40,000 - 60,000

US\$49,000 - 74,000

€44,000 - 66,000

Provenance

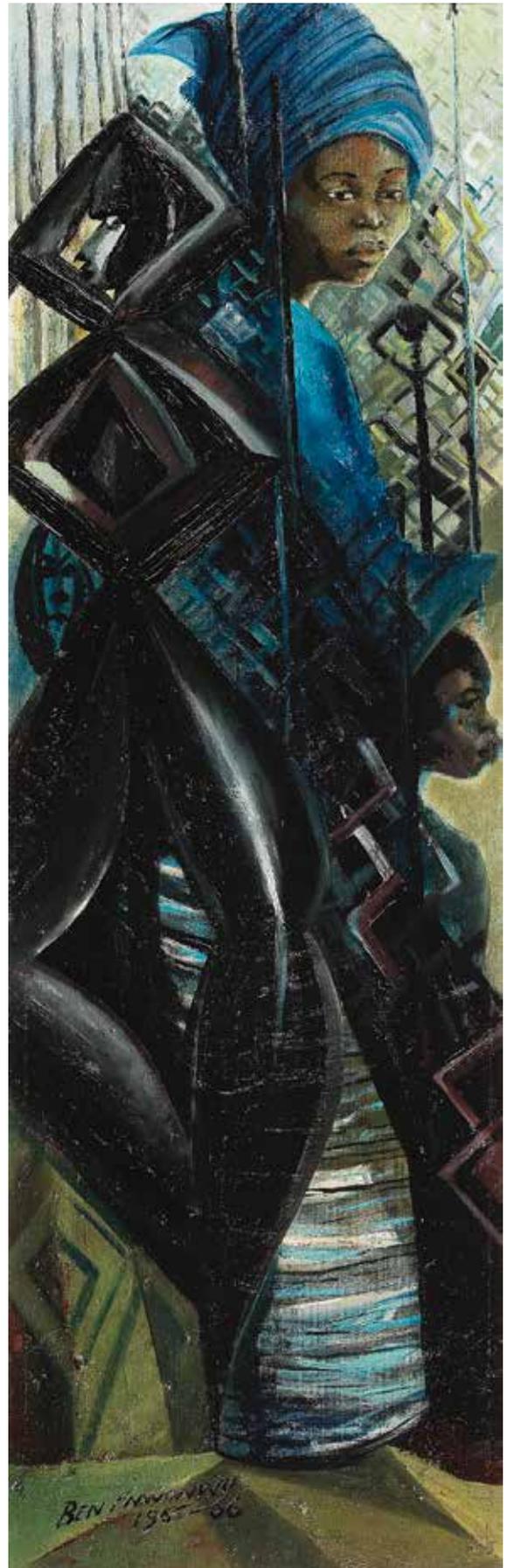
Acquired directly from the artist in Lagos, 1966.

In private Dutch collection, 1966-2007.

Thence by descent.

The angular dancer on the left of this composition is strikingly similar to the figure depicted in a gouache titled *Africanity* that Enwonwu painted the previous year. In both works, the figure's arms are raised to his head so that they form a diamond shape. This shape is echoed by the lower half of his body, his knees pointing outward. In the earlier gouache, the figure is very abstract; even his facial expression is composed from straight horizontal and vertical lines. Enwonwu has fleshed the dancer out in this later oil painting. White highlights and shading create the illusion of rounded thighs.

Another important difference between the two compositions is the insertion of the woman wearing a blue headdress. Her three-quarter profile and regal posture can be seen as a foreshadowing of Enwonwu's most famous portrait, the Ife princess Adetutu Ademiluyi (Tutu), painted by Enwonwu in 1973.





64

GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)

'The Houses', Paris
signed 'G SEKOTO' (lower right); inscribed 'The Houses No.1' (to
stretcher verso)
oil on canvas
33 x 41cm (13 x 16 1/8in).

£10,000 - 15,000

US\$12,000 - 18,000

€11,000 - 17,000



65 *

GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)

Street Scene

signed and dated 'G SEKOTO / 75' (lower right)

oil on board

29.3 x 19.2cm (11 9/16 x 7 9/16in).

£10,000 - 15,000

US\$12,000 - 18,000

€11,000 - 17,000

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

66 *

**VLADIMIR GRIEGOROVICH TRETCHIKOFF
(SOUTH AFRICAN, 1913-2006)**

Self-portrait

signed and dated 'TRETCHIKOFF/ JAVA - S. AFRICA/ 1944-1950'
(lower right)

oil on canvas

100 x 77cm (39 3/8 x 30 5/16in).

£50,000 - 80,000

US\$61,000 - 98,000

€55,000 - 88,000

Exhibited

Cape Town, Iziko South African National Gallery, *Tretchikoff*, May 2011.

Labouring over for almost thirty years, Tretchikoff's *Self-Portrait* was the artist's most treasured work.

He produced several self-portraits over the course of his career – the earliest, a sanguine drawing, was the star lot of his first solo exhibition in Shanghai in 1934.

However, his obsession with this particular portrait was fuelled by a séance he attended in Jakarta. Prompted by Lenka, his Indonesian muse, Tretchikoff asked the spirit what his greatest artistic accomplishments would be. The upturned glass moved from letter to letter on a sheet of paper; the answer was that his most successful creations would be a self-portrait and an 'Oriental lady'.

The latter turned out to be *Chinese Girl*, which was sold in our saleroom for almost £1 million, the current world record for the artist. Tretchikoff was inspired by the spirit's prediction and set to work on the self-portrait in 1944. He later described his vision for the painting in his memoir, *Pigeon's Luck*:

"The artist was concerned with colour, the whole spectrum of the palette, streaming and whirling through his mind before ever he puts brush to canvas. That was where it all began: not on the canvas, not on the palette, but in the mind. And it was with that idea I set to work on the self-portrait."

The painting is characterised by the thick application of pigment. Tretchikoff squirted the paints directly onto the canvas, creating a fantastical rainbow effect.

When the 'dean of Chinese-Indonesian painters', Lee Man Fong, visited Tretchikoff's studio, he saw the half-finished portrait and refused to believe that the artist's likeness could compete with the multi-hued backdrop. Tretchikoff bet Lee that when the painting was finished, he would notice the face before the whirlpool of colours. Needless to say, Lee Man Fong, lost the bet; he was enthralled by the intensity of the artist's gaze.

When Tretchikoff moved to Cape Town in 1946, the self-portrait travelled with him. It was one of three works the artist submitted to the South African Association of Arts.

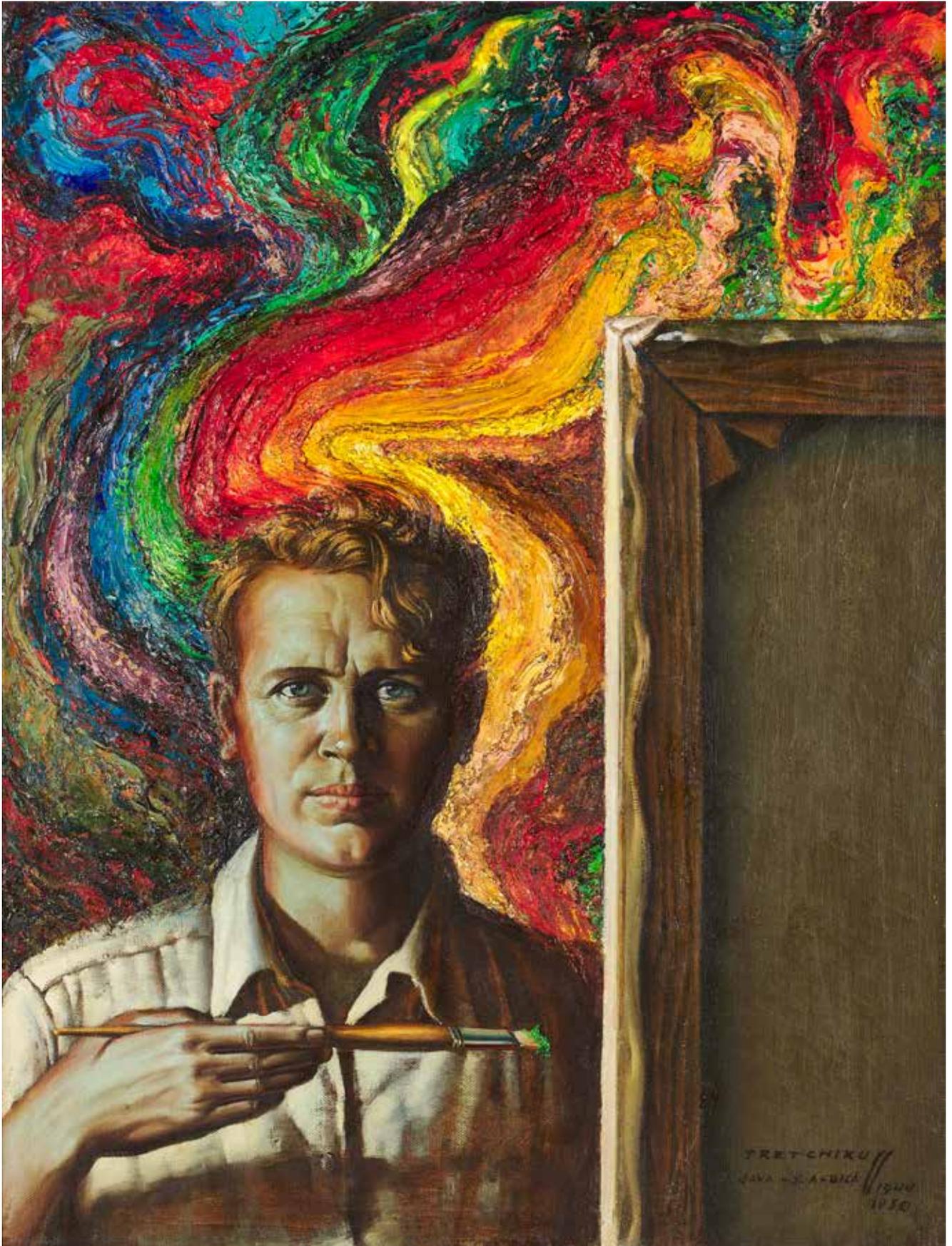
Tretchikoff continued to work on the painting for the rest of his career, making subtle adjustments to the face until the late 1970s. The sum of his life's work, this self-portrait has been included in almost every exhibition on Tretchikoff since 1948.

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

Bibliography

B. Gorelik, *Incredible Tretchikoff: A Life of an Artist and Adventurer*. (London, 2013), p.109.

Vladimir Tretchikoff; Anthony Hocking, *Pigeon's Luck*. (London, 1973), pp.135-6.



67 *

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Grand Canal, Venice

signed and dated 'Irma Stern/ 1945' (lower centre);

Wolpe Gallery label dated 1945 (verso)

oil on canvas

71 x 91cm (27 15/16 x 35 13/16in).

£350,000 - 500,000

US\$430,000 - 610,000

€390,000 - 550,000

Provenance

Acquired from the Joseph Wolpe Gallery, 1974.

A private collection, Cape Town.

Sold at Strauss & Co., Cape Town, 7 March 2011.

Silver Oaks Trust Collection, Stellenbosch.

A private collection, George, South Africa.

Literature

The Cape Argus, illustrated 13 February, 1949.

Tygerberg Nuus, illustrated 24 November, 1961.

Exhibited

Cape Town, South African Association of Arts, *Irma Stern*, February, 1949.

Cape Town, South African Association of Arts, *Irma Stern: Paintings 1916-1957*, November 1961, cat. no. 38.

Literature

M. Arnold, *Irma Stern: A Feast for the Eye*, (Cape Town, 1995), illustrated p.91.

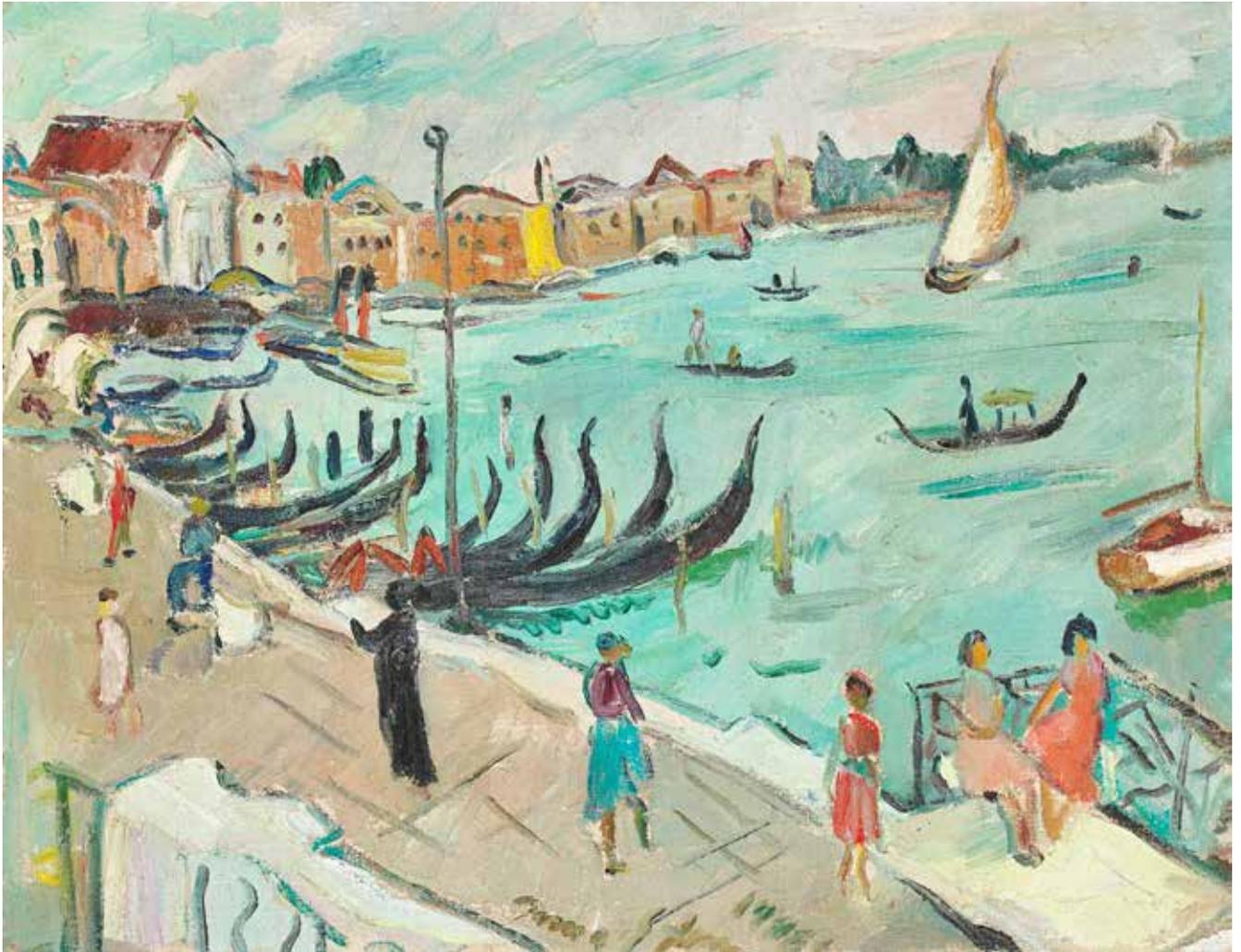
This breathtaking view of the Grand Canal stretching all the way to the Giardini, was executed following a visit to the Venice biennale.

The dramatic compositional lines of the bay lead the eye directly to the focal point of the painting, Santa Maria della Pietà. Renowned for its ceiling frescoes by Giovanni Battista Tiepolo, the foundations of the church were laid in the fifteenth century. The church is also known as the Church of Vivaldi, after the great Baroque composer. From 1703 until 1740, Antonio Vivaldi taught violin and viola to the children in the care of the church's charitable institution.

Following her visit in the 1940s, Stern was invited to represent South Africa at the Venice Biennale in 1950 and 1958. Venice, the Queen of the Adriatic, entranced her. In this painting, she captures the magical quality of the shimmering canal, but also the hustle and bustle of the city's major artery.



The painting illustrated in *The Cape Argus* newspaper on 15 February 1949.





68 *

ABLADE GLOVER (GHANAIAN, BORN 1934)

Fishing festival
signed and dated 'Glo / 92' (lower left)
oil on canvas
76 x 76cm (29 15/16 x 29 15/16in).

£5,000 - 8,000
US\$6,100 - 9,800
€5,500 - 8,800

Provenance

A private collection, Nigeria.

This painting most likely depicts the Argungu fishing festival, the culmination of a four-day event held in Kebbi, North-West Nigeria. The inaugural festival in 1934 marked the ceasefire between the former Sokoto Caliphate and the Kebbi Kingdom, after centuries of violence.

During the festival, thousands of fishermen equipped with nets and gourds line the river banks. The start of the competition is signaled by a gunshot. The participants have one hour to catch the largest fish. The fishermen's activities are accompanied by the rhythmic drumming of musicians stationed in canoes along the river. A night market also operates throughout the event, and includes a camel race and various water sports.



69

GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)

Boy with Hat
signed 'G SEKOTO' (lower right)
oil on canvas
61 x 50cm (24 x 19 11/16in).

£30,000 - 50,000

US\$37,000 - 61,000

€33,000 - 55,000

Provenance

A private collection, Nigeria.

Sekoto left South Africa for Paris in 1947. Over the next decade the warm colours of his oils altered to a cool palette of blue and black that was to characterise his work for the rest of his life.

This oil dates from the late 1950s when Sekoto painted a number of very similar portraits of this subject. It illustrates the artist's shift in styles: the bold yellow and red turban and warm face of the subject relate to his past paintings, and the vivid blue background points to his future work.

An almost identical gouache from the early 1960s was included in the retrospective, Sekoto: '*Unsevered Ties*' at Johannesburg Art Gallery in 1989 (catalogue no.78, illustrated p.85).



70

70 *

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).

£6,000 - 9,000

US\$7,400 - 11,000

€6,600 - 10,000

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.



71

71 *

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

Remi

base bears plaque inscribed 'Remi/ 1977 BEN ENWONWU'

bronze

17.5 x 8 x 10cm (6 7/8 x 3 1/8 x 3 15/16in) excluding base.

£10,000 - 15,000

US\$12,000 - 18,000

€11,000 - 17,000



72 *

WILLIAM KENTRIDGE (SOUTH AFRICAN, BORN 1955)

'Felix in Exile'

signed 'KENTRIDGE' (lower right)

charcoal, pastel and acrylic

46.5 x 50.6cm (18 5/16 x 19 15/16in).

£60,000 - 90,000

US\$74,000 - 110,000

€66,000 - 100,000

Provenance

A private collection, South Africa.

A powerful image in its own right, this haunting image is a sketch for the artist's animated film, *Felix in Exile*. Produced in 1993, this was the fifth film of a series titled *Drawings for Projection* (first begun in 1989).

Kentridge was born in Johannesburg, the son of two respected attorneys. His parents were committed to representing those who had been marginalized by the apartheid system. The artist's upbringing made him keenly aware of the destructive potential of political and economic exploitation. In *Drive-In*, the landscape bears the scars of apartheid's violence; a visual manifestation of the country's trauma.

The charcoal depicts the barren landscape of the East Rand. Rich in resources, the area was heavily mined for more than a century. Kentridge's sketch reveals the detrimental impact of this industry on the environment and its inhabitants. Devoid of vegetation and people, derelict mines, factories and dumps are now the region's defining landmarks.

To create his animations, the artist begins with a single charcoal and pastel drawing which he then repeatedly erases and reworks, photographing each adjustment and evolution. The sheet is recorded up to 500 times. The frames are then run together to create the illusion of motion. *Felix in Exile* is made from a sequence of forty drawings.

This process of erasure and redrawing is pivotal in communicating one of Kentridge's principle themes: memory. Traces of the earlier compositions remain, just perceptible beneath each fresh drawing. Previous incarnations continue to shape the present scene, just as the past leaves an indelible impression on our consciousness. The working method is a metaphor for the human psyche, but also for South Africa. *Felix in Exile* was completed at the same time the African National Congress was elected in 1994. The country's first democratic election was celebrated as a watershed, welcoming in an era of equality and universal freedom. Kentridge's drawing reveals that the slate can never truly be wiped clean; memories of colonial oppression and discrimination under apartheid will continue to inform the nation's identity.

Bibliography

Cameron, Cristov-Barkagiev, Coetzee, *William Kentridge*, (London, 1999), pp.66, 122-127.

Manchester, 'William Kentridge: Felix in Exile', (February, 2000), accessed online: <https://www.tate.org.uk/art/artworks/kentridge-felix-in-exile-t07479>

73

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

Negritude

signed and dated 'Ben Enwonwu/ 1990' (lower left)

oil on canvas

203 x 61cm (79 15/16 x 24in).

£100,000 - 150,000

US\$120,000 - 180,000

€110,000 - 170,000

Provenance

Acquired directly from the artist in Lagos, 1990.

A private collection, London.

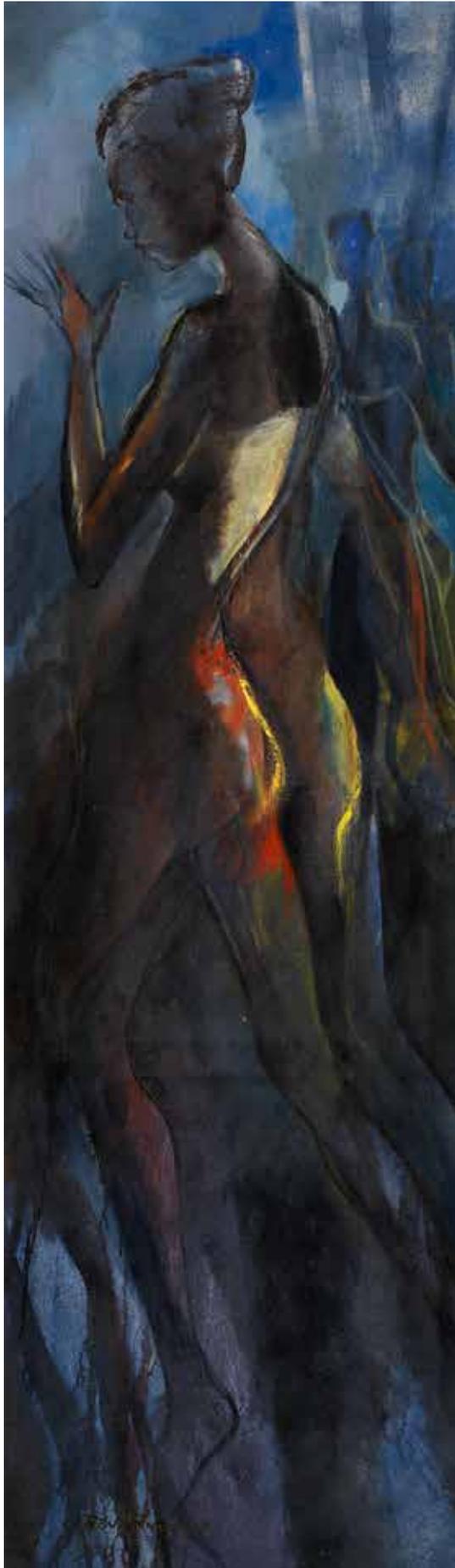
This impressive oil painting is one of the finest examples of Enwonwu's late works. It synthesizes elements from two of his most celebrated series, *Negritude* and *Africa Dances*. The sinuous silhouette of the female figure is very similar to the artist's 1973 *Negritude* (illustrated fig.5.15 Ogbecchie). The woman is depicted in profile, her head tilted forward, her elongated torso arcing in an s-curve.

However, the woman's stance differs in one critical respect. In the 1973 painting, the figure has her arms pinned to the sides of her body, her legs together. By 1990, she is a woman in motion. Her left arm and leg extend before her, whilst her right limbs reach back. The pose is one that we see recurring time and again in Enwonwu's *Africa Dances* corpus.

This late painting is characterised by the artist's move towards abstraction. As noted by Ogbecchie, the formal structure has been reworked, "eliminating all suggestions of physical and contextual boundaries by setting his dancing figures in an ambiguous pictorial space".

Bibliography

S. Ogbecchie, *Ben Enwonwu: The Making of an African Modernist*, (Rochester, 2008), p.182.





74

74
ABLADE GLOVER
(GHANAIAN, BORN 1934)

A gathering
signed and dated 'Glo/ 71' (lower centre)
oil on board
77 x 103cm (30 5/16 x 40 9/16in).

£6,000 - 9,000
US\$7,400 - 11,000
€6,600 - 10,000

75
BENEDICT CHUKWUKADIBIA ENWONWU M.B.E
(NIGERIAN, 1917-1994)

The orange headscarf
signed and dated 'BEN ENWONWU/ 1962' (lower right)
oil on canvas
93.5 x 53cm (36 13/16 x 20 7/8in).

£100,000 - 150,000
US\$120,000 - 180,000
€110,000 - 170,000

Provenance

Acquired in Lagos in the mid 1970s.
A private collection.



75

In the years following Nigeria's independence from Great Britain, Enwonwu was tasked by the new Federal Government to advise on art education and cultural matters. A supporter of Pan-Africanism and Senghor's Negritude ideology, Enwonwu espoused the need for Nigerian art to throw off its adherence to colonial models and embrace a new aesthetic that reflected the aspirations of the Nigerian peoples and the unique social and political conditions of Nigerian culture.

1962 was a pivotal and intensely productive year for Enwonwu. He had been commissioned to work on a number of major public installations including the Nigerian Port Authority Mural, and the large bronze statue of Nnamdi Azikiwe in Onitsha. At the same time, he was working on a series of paintings that were due to be displayed in the Exhibition Centre that September.

The orange headscarf presages his most famous portrait, the 1973 portrait of Adetutu ('Tutu') Ademiluyi, the granddaughter of a former Ooni (king) of Ife. The chiaroscuro effects around the head and neck, and the confident and loose treatment of the sitters dress, are all to be found in this later seminal work.

He said at that time:

"In my opinion, the preservation and continuity of the characteristic quality of African art depends largely on how modern African artists can borrow techniques of the West without copying European art."

These masterly techniques have been employed with bravura in this enchanting portrait.

It is interesting to note how many female portraits were completed by Enwonwu in 1962. A unifying feature is the artist's careful observation of dress and hairstyle. The orange scarf acts as a beacon, drawing the eye to the sitter's head and then down to her décolletage. For Enwonwu, celebrating the beauty of the black female form was a way of demonstrating his commitment to Negritude ideology, and forging a uniquely Nigerian voice.



76

GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)

The Bicycle

signed and dated 'G SEKOTO/ 60' (lower right); inscribed 'The Bicycle'
(to stretcher verso)

oil on canvas

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

£15,000 - 20,000

US\$18,000 - 25,000

€17,000 - 22,000



77

GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)

The morning ride
signed 'G Sekoto' (lower right)
oil on canvas
64.8 x 81cm (25 1/2 x 31 7/8in).

£20,000 - 30,000
US\$25,000 - 37,000
€22,000 - 33,000

Provenance

Acquired by descent.
Private collection, USA.

The above work dates from the early years of Sekoto's exile in Paris. He had arrived in the city in 1947 having left South Africa early that year, never to return.

Initially he was too poor to buy materials to paint and only survived by playing the piano in bars and bistros. But eventually he managed to hold his first solo exhibition in 1949 at Galerie Else-Clausse and following a favourable review in Time magazine his life improved.

A similar work depicting children riding horses can be seen behind the artist in the image from the 1955 Galerie Reflets de Paris exhibition in Vichy. The theme was one that Sekoto returned to many times and six works of a similar title with dates from 1955 to 1970 have been sold in these rooms.



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



78

ABOUDIA ABDOULAYE DIARRASSOUBA (IVORIAN, BORN 1983)

Untitled, 2011

acrylic & oil pastel on paper

75 x 56cm (29 1/2 x 22 1/16in).

£6,000 - 9,000

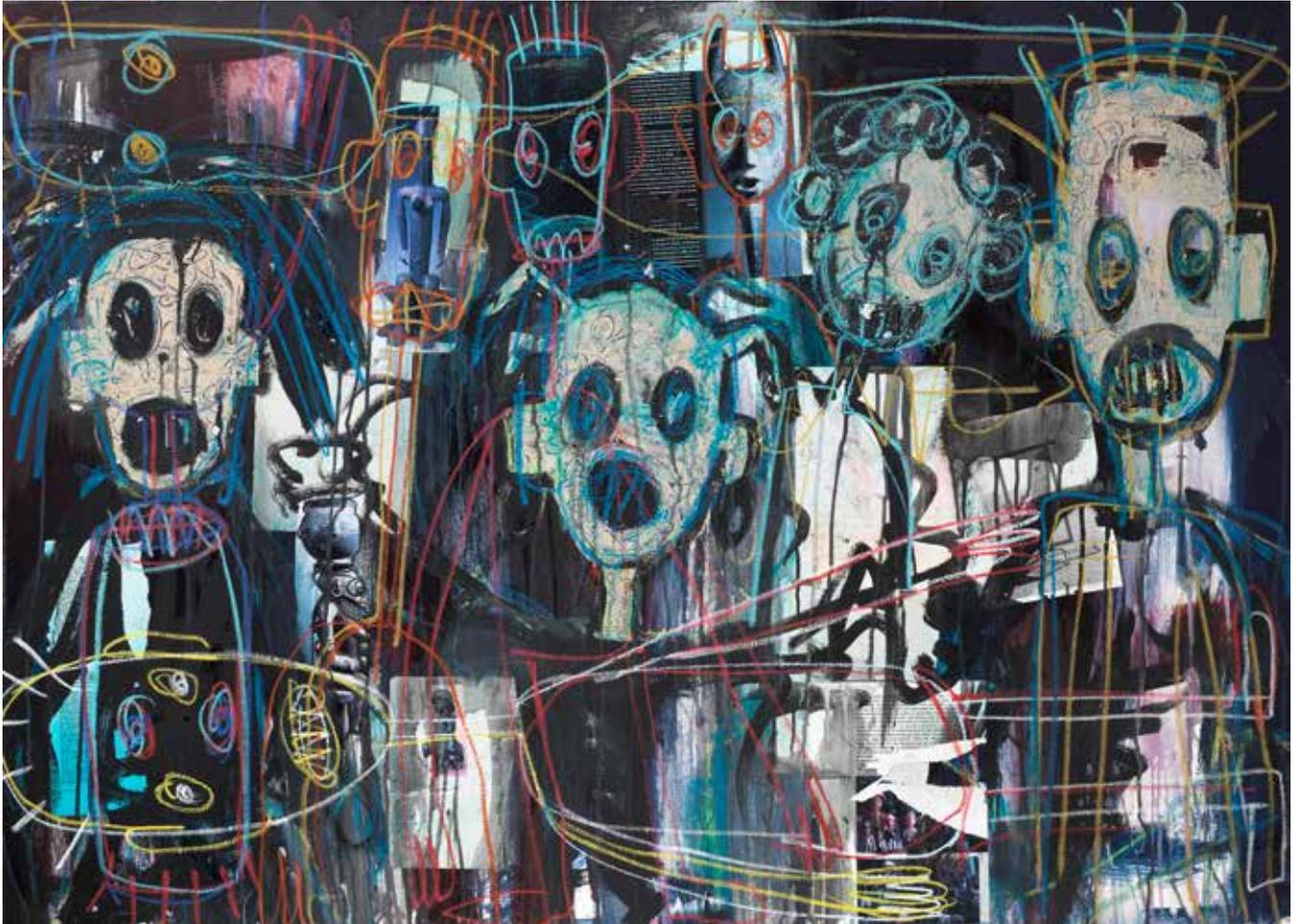
US\$7,400 - 11,000

€6,600 - 10,000

Provenance

Acquired from Jack Bell Gallery, London, in 2014.

A private collection, UK.



79 †

ABOUDIA ABDOULAYE DIARRASSOUBA (IVORIAN, BORN 1983)

Untitled (2013)

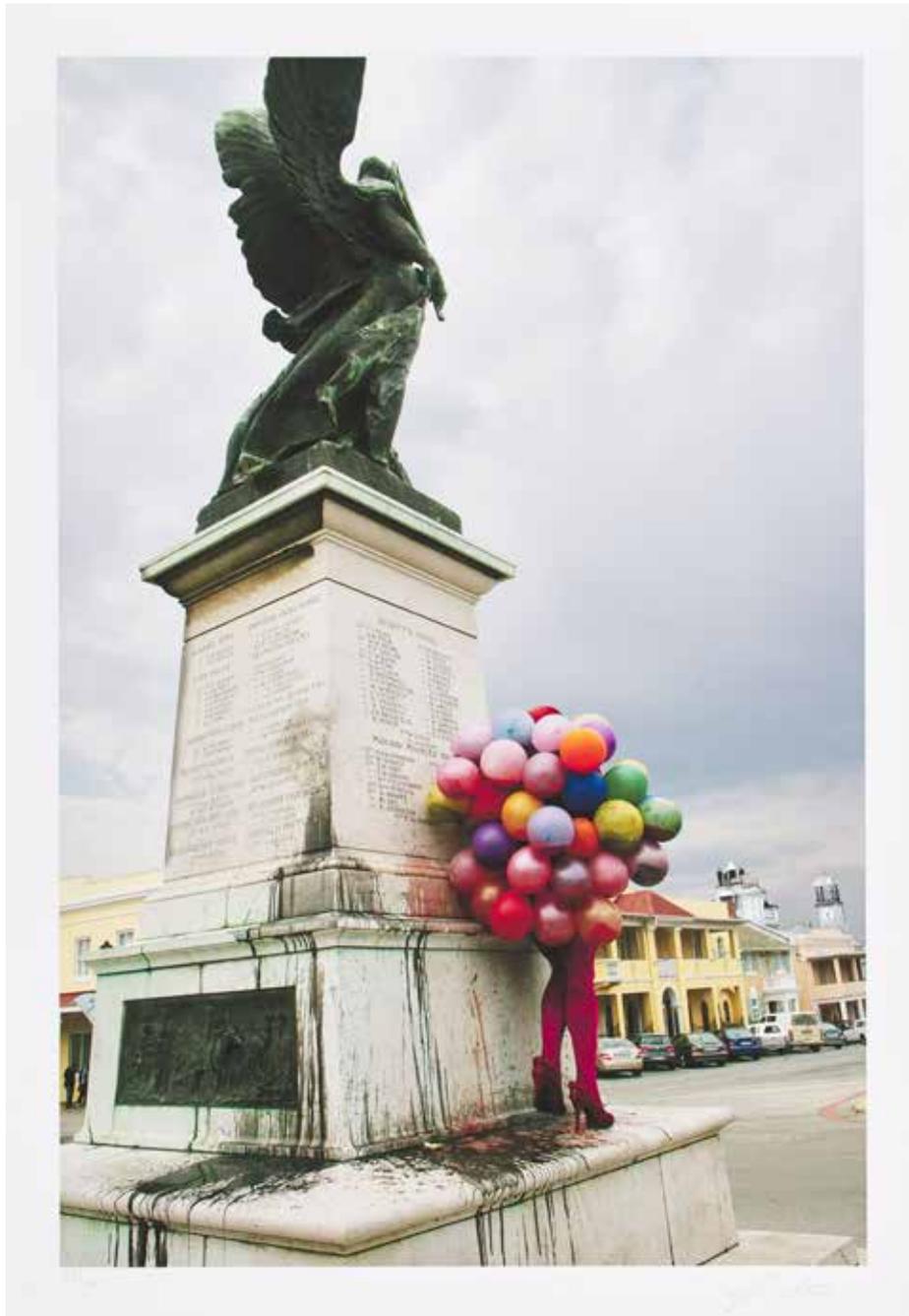
mixed media on canvas

99 x 138cm (39 x 54 5/16in).

£8,000 - 12,000

US\$9,800 - 15,000

€8,800 - 13,000



80 *

ATHI-PATRA RUGA (SOUTH AFRICAN, BORN 1984)

Future White Woman of Azania

signed and dated '17

inkjet print, ed. 99/100, signed and dated '17

49.9 x 33.3cm (19 5/8 x 13 1/8in).

£3,000 - 5,000

US\$3,700 - 6,100

€3,300 - 5,500



81 *

ZANELE MUHOLI (SOUTH AFRICAN, BORN 1972)

Isililo XX

inkjet print on cotton fibre-based paper, Baryta coated, 73/100
48 x 48cm (18 7/8 x 18 7/8in).

£3,000 - 5,000

US\$3,700 - 6,100

€3,300 - 5,500

To be sold with a certificate of authenticity.

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

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David Goldblatt (1930-2018) 59/60

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MARINO MARINI (1901-1980)

Cavallo e cavaliere
signed and dated 'Marino 1951' (lower right)
oil on paper laid on canvas
100 x 76.5cm (39 3/8 x 30 1/8in).
Painted in 1951
£80,000 - 120,000 *

Bonhams

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Friday 22 November	Hong Kong
Tuesday 10 December	Edinburgh

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Cape Winemakers Guild Auction of Rare and Unique South African Wine

Cape Town | 5 October 2019

ENQUIRIES

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NOTICE TO BIDDERS

This notice is addressed by *Bonhams* to any person who may be interested in a *Lot*, and to all persons participating in the auction process including auction attendees, *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 you as the *Buyer*. The terms of that contract are set out in our *Buyer's Agreement*, which you will find at Appendix 2 at the back of the *Catalogue*, and this will govern *Bonhams*' relationship with the *Buyer*.

2. LOTS

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

will be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electrician on their status before doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details.

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

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

We may also request a financial reference and /or deposit from you before allowing you to bid.

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

Bidding in person

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

Bidding by telephone

If you wish to bid at the *Sale* by telephone, and have pre-registered to bid or have updated your existing registration details recently, please complete a *Registration* and *Bidding Form*, which is available from our offices or in the *Catalogue*. Please then return it to the office responsible for the *Sale* at least 24 hours in advance of the *Sale*. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service offered at no additional charge and may not be available in relation to all *Lots*. We will not be responsible for bidding on your behalf if you are unavailable at the time of the *Sale* or if the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding by post or fax

Absentee Bidding Forms can be found in the back of this *Catalogue* and should be completed and sent to the office responsible for the *Sale*, once you have pre-registered to bid or have updated your existing registration details recently. It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a *Lot*, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the *Sale*. Please check your *Absentee Bidding Form* carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any

such bids. All bids made on your behalf will be made at the lowest level possible subject to *Reserves* and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the *Auctioneer's* bidding increments. New *Bidders* must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

Bidding via the internet

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

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

Bidding through an agent

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

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

Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact) will be jointly and severally liable with the principal to the *Seller* and to *Bonhams* under any contract resulting from the acceptance of a bid.

Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a *Telephone* or *Absentee Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale*, we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

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

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

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

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

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

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

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

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

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

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

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

8. VAT

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

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

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

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

9. PAYMENT

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

Bonhams' preferred payment method is by bank transfer.

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

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

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

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

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

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes or coins in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000, or the equivalent in the currency in which the *Sale* is conducted, at the time when payment is made. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins or notes; this limit applies to both payment at our premises and direct deposit into our bank account.

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

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

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

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

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

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

10. COLLECTION AND STORAGE

The *Buyer* of a *Lot* will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the *Buyer*). For collection and removal of purchased *Lots*, please refer to *Sale Information* at the front of the *Catalogue*. Our offices are open 9.00am – 5pm Monday to Friday. Details relating to the collection of a *Lot*, the storage of a *Lot* and our *Storage Contractor* after the *Sale* are set out in the *Catalogue*.

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licensing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

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

Animal Health and Veterinary Laboratories Agency (AHVLA)
Wildlife Licensing
Floor 1, Zone 17, Temple Quay House
2 The Square, Temple Quay
BRISTOL BS1 6EB
Tel: +44 (0) 117 372 8774
The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any *Sale*, nor allow any delay in making full payment for the *Lot*.

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances

where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

Barrels of guns sold as parts will only be made available for sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations

and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the "of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements

Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
 TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
 W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
 Δ Wines lying in Bond.
 AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties

under the Artists Resale Right Regulations 2006. See clause 7 for details.

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

•, †, *, G, Ω, α see clause 8, VAT, for details.

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4	FITNESS FOR PURPOSE AND SATISFACTORY QUALITY	7.2	The <i>Seller</i> is entitled to withhold possession from you of any other <i>Lot</i> he has sold to you at the same or at any other <i>Sale</i> and whether currently in <i>Bonhams'</i> possession or not, until payment in full and in cleared funds of the <i>Purchase Price</i> and all other sums due to the <i>Seller</i> and/or <i>Bonhams</i> in respect of the <i>Lot</i> .	8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;
4.1	The <i>Seller</i> 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 <i>Lot</i> or its fitness for any purpose.	7.3	You should note that <i>Bonhams</i> has reserved the right not to release the <i>Lot</i> to you until its investigations under paragraph 3.11 of the <i>Buyers' Agreement</i> set out in Appendix 2 have been completed to <i>Bonhams'</i> satisfaction.	8.1.9	to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and
4.2	The <i>Seller</i> 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 <i>Lot</i> or its fitness for any purpose.	7.4	You will collect and remove the <i>Lot</i> at your own expense from <i>Bonhams'</i> custody and/ or control or from the <i>Storage Contractor's</i> custody in accordance with <i>Bonhams'</i> instructions or requirements.	8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.
5	RISK, PROPERTY AND TITLE	7.5	You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i> .	8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.
5.1	Risk in the <i>Lot</i> passes to you after 7 days from the day upon which it is knocked down to you on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> , or upon collection of the <i>Lot</i> if earlier. The <i>Seller</i> will not be responsible thereafter for the <i>Lot</i> prior to you collecting it from <i>Bonhams</i> or the <i>Storage Contractor</i> , with whom you have separate contract(s) as <i>Buyer</i> . You will indemnify the <i>Seller</i> and keep the <i>Seller</i> fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the <i>Lot</i> beyond 7 days from the day of the fall of the <i>Auctioneer's</i> hammer until you obtain full title to it.	7.6	You will be wholly responsible for any removal, storage or other charges or expenses incurred by the <i>Seller</i> if you do not remove the <i>Lot</i> in accordance with this paragraph 7 and will indemnify the <i>Seller</i> against all charges, costs, including any legal costs and fees, expenses and losses suffered by the <i>Seller</i> by reason of your failure to remove the <i>Lot</i> including any charges due under any <i>Storage Contract</i> . All such sums due to the <i>Seller</i> will be payable on demand.		
5.2	Title to the <i>Lot</i> remains in and is retained by the <i>Seller</i> until: (i) the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> in relation to the <i>Lot</i> have been paid in full to and received in cleared funds by <i>Bonhams</i> , and (ii) <i>Bonhams</i> has completed its investigations pursuant to clause 3.11 of the <i>Buyer's Agreement</i> with <i>Bonhams</i> set out in Appendix 2 in the catalogue.	8	FAILURE TO PAY FOR THE LOT	8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.
6	PAYMENT	8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> , the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):		
6.1	Your obligation to pay the <i>Purchase Price</i> arises when the <i>Lot</i> is knocked down to you on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9	THE SELLER'S LIABILITY
6.2	Time will be of the essence in relation to payment of the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> . Unless agreed in writing with you by <i>Bonhams</i> on the <i>Seller's</i> behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to <i>Bonhams</i> by you in the currency in which the <i>Sale</i> was conducted by not later than 4.30pm on the second working day following the <i>Sale</i> and you must ensure that the funds are cleared by the seventh working day after the <i>Sale</i> . Payment must be made to <i>Bonhams</i> by one of the methods stated in the <i>Notice to Bidders</i> unless otherwise agreed with you in writing by <i>Bonhams</i> . If you do not pay in full any sums due in accordance with this paragraph, the <i>Seller</i> will have the rights set out in paragraph 8 below.	8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .
7	COLLECTION OF THE LOT	8.1.3	to retain possession of the <i>Lot</i> ;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.
7.1	Unless otherwise agreed in writing with you by <i>Bonhams</i> , the <i>Lot</i> will be released to you or to your order only when: (i) <i>Bonhams</i> has received cleared funds to the amount of the full <i>Purchase Price</i> and all other sums owed by you to the <i>Seller</i> and to <i>Bonhams</i> and (ii) <i>Bonhams</i> has completed its investigations pursuant to clause 3.11 of the <i>Buyer's Agreement</i> with <i>Bonhams</i> set out in Appendix 2 in the catalogue.	8.1.4	to remove and store the <i>Lot</i> at your expense;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,
		8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;
		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 <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;		

<p>9.3.2 the <i>Seller</i> will not be liable for any loss of <i>Business</i>, <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;</p>	<p>10.5 If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.</p> <p>10.6 References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents and to any subsidiary of <i>Bonhams Holdings Limited</i> and to its officers, employees and agents.</p>	<p>1 THE CONTRACT</p> <p>1.1 These terms govern the contract between <i>Bonhams</i> personally and the <i>Buyer</i>, being the person to whom a <i>Lot</i> has been knocked down by the <i>Auctioneer</i>.</p> <p>1.2 The Definitions and Glossary contained in Appendix 3 to the <i>Catalogue</i> for the <i>Sale</i> 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 <i>Notice to Bidders</i>, printed in the <i>Catalogue</i> for the <i>Sale</i>, and where such information is referred to it is incorporated into this agreement.</p>
<p>9.3.3 in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i>, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.</p>	<p>10.7 The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.</p> <p>10.8 In the <i>Contract for Sale</i> "including" means "including, without limitation".</p> <p>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.</p> <p>10.10 Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i>.</p> <p>10.11 Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i>.</p>	<p>1.3 Except as specified in paragraph 4 of the <i>Notice to Bidders</i> the <i>Contract for Sale</i> of the <i>Lot</i> between you and the <i>Seller</i> is made on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i>, when it is knocked down to you. At that moment a separate contract is also made between you and <i>Bonhams</i> on the terms in this <i>Buyer's Agreement</i>.</p> <p>1.4 We act as agents for the <i>Seller</i> and are not answerable or personally responsible to you for any breach of contract or other default by the <i>Seller</i>, unless <i>Bonhams</i> sells the <i>Lot</i> as principal.</p>
<p>9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.</p>	<p>10.12 Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i>, it will also operate in favour and for the benefit of <i>Bonhams</i>, <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.</p>	<p>1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:</p> <p>1.5.1 we will, until the date and time specified in the <i>Notice to Bidders</i> or otherwise notified to you, store the <i>Lot</i> in accordance with paragraph 5;</p> <p>1.5.2 subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, we will release the <i>Lot</i> to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the <i>Seller</i> and following completion of our enquiries pursuant to paragraph 3.11;</p>
<p>10 MISCELLANEOUS</p>	<p>11 GOVERNING LAW</p>	<p>1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.</p> <p>1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, <i>Guarantee</i>, warranty, representation of fact in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams' Website</i>, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the <i>Sale</i>. No such <i>Description</i> or <i>Estimate</i> is incorporated into this agreement between you and us. Any such <i>Description</i> or <i>Estimate</i>, if made by us or on our behalf, was (unless <i>Bonhams</i> itself sells the <i>Lot</i> as principal) made as agent on behalf of the <i>Seller</i>.</p>
<p>10.1 You may not assign either the benefit or burden of the <i>Contract for Sale</i>.</p> <p>10.2 The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i>.</p>	<p>All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.</p>	<p>2 PERFORMANCE OF THE CONTRACT FOR SALE</p>
<p>10.3 If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.</p>	<p>BUYER'S AGREEMENT WITH BONHAMS</p>	<p>You undertake to us personally that you will observe and comply with all your obligations and undertakings to the <i>Seller</i> under the <i>Contract for Sale</i> in respect of the <i>Lot</i>.</p>
<p>10.4 Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i>, addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.</p>	<p>IMPORTANT: These terms may be changed in advance of the <i>Sale</i> of the <i>Lot</i> to you, by the setting out of different terms in the <i>Catalogue</i> for the <i>Sale</i> and/or by placing an insert in the <i>Catalogue</i> and/or by notices at the <i>Sale</i> venue and/or by oral announcements before and during the <i>Sale</i> at the <i>Sale</i> venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.</p>	<p>3 PAYMENT AND BUYER WARRANTIES</p> <p>3.1 Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i>, you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i>:</p> <p>3.1.1 the <i>Purchase Price</i> for the <i>Lot</i>;</p>

<p>3.1.2 a <i>Buyer's Premium</i> in accordance with the rates set out in the <i>Notice to Bidders</i> on each lot, and</p> <p>3.1.3 if the <i>Lot</i> is marked [AF], an <i>Additional Premium</i> which is calculated and payable in accordance with the <i>Notice to Bidders</i> 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 <i>Sale</i>.</p> <p>3.2 You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.</p> <p>3.3 All payments to us must be made in the currency in which the <i>Sale</i> was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the <i>Notice to Bidders</i>. Our invoices will only be addressed to the registered <i>Bidder</i> unless the <i>Bidder</i> 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.</p> <p>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.</p> <p>3.5 We may deduct and retain for our own benefit from the monies paid by you to us the <i>Buyer's Premium</i>, the <i>Commission</i> payable by the <i>Seller</i> in respect of the <i>Lot</i>, any <i>Expenses</i> and VAT and any interest earned and/or incurred until payment to the <i>Seller</i>.</p> <p>3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the <i>Purchase Price</i>, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.</p> <p>3.7 Where a number of <i>Lots</i> have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the <i>Purchase Price</i> of each <i>Lot</i> and secondly pro-rata to pay all amounts due to <i>Bonhams</i>.</p> <p>3.8 You warrant that neither you nor - if you are a company, your directors, officers or your owner or their directors or shareholders - are an individual or an entity that is, or is owned or controlled by individuals or entities that are:</p> <p>3.8.1 the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or</p> <p>3.8.2 located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan and Syria.</p> <p>3.9 You warrant that the funds being used for your purchase have no link with criminal activity including without limitation money laundering, tax evasion or terrorist financing, and that you not under investigation for neither have been charged nor convicted in connection with any criminal activity.</p> <p>3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:</p> <p>3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;</p> <p>3.10.2 your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;</p>	<p>3.10.3 funds used for your or your Principal's purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;</p> <p>3.10.4 items purchased by you and your Principal through <i>Bonhams</i> are not being purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and</p> <p>3.10.5 that you consent to <i>Bonhams</i> relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.</p> <p>3.11 We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you. In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the <i>Seller</i>, to our satisfaction at our discretion, we shall be entitled to retain <i>Lots</i> and/or proceeds of <i>Sale</i>, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.</p>	<p>4.7 You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i>.</p> <p>4.8 You will be wholly responsible for any removal, storage, or other charges for any <i>Lot</i> not removed in accordance with paragraph 4.2, payable at our current rates, and any <i>Expenses</i> we incur (including any charges due under the <i>Storage Contract</i>), all of which must be paid by you on demand and in any event before any collection of the <i>Lot</i> by you or on your behalf.</p>
	<p>4 COLLECTION OF THE LOT</p> <p>4.1 Subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, once you have paid to us; in cleared funds, everything due to the <i>Seller</i> and to us, and once we have completed our investigations under paragraph 3.11, we will release the <i>Lot</i> to you or as you may direct us in writing. The <i>Lot</i> will only be released on production of a buyer collection document, obtained from our cashier's office.</p> <p>4.2 You must collect and remove the <i>Lot</i> at your own expense by the date and time specified in the <i>Notice to Bidders</i>, or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>.</p> <p>4.3 For the period referred to in paragraph 4.2, the <i>Lot</i> can be collected from the address referred to in the <i>Notice to Bidders</i> for collection on the days and times specified in the <i>Notice to Bidders</i>. Thereafter, the <i>Lot</i> 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 <i>Notice to Bidders</i>.</p> <p>4.4 If you have not collected the <i>Lot</i> by the date specified in the <i>Notice to Bidders</i>, you authorise us, acting in this instance as your agent and on your behalf, to enter into a contract (the "<i>Storage Contract</i>") with the <i>Storage Contractor</i> for the storage of the <i>Lot</i> on the then current standard terms and conditions agreed between <i>Bonhams</i> and the <i>Storage Contractor</i> (copies of which are available on request). If the <i>Lot</i> is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per <i>Lot</i> per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our <i>Expenses</i>.</p> <p>4.5 Until you have paid the <i>Purchase Price</i> and any <i>Expenses</i> in full the <i>Lot</i> will either be held by us as agent on behalf of the <i>Seller</i> or held by the <i>Storage Contractor</i> as agent on behalf of the <i>Seller</i> and ourselves on the terms contained in the <i>Storage Contract</i>.</p> <p>4.6 You undertake to comply with the terms of any <i>Storage Contract</i> and in particular to pay the charges (and all costs of moving the <i>Lot</i> into storage) due under any <i>Storage Contract</i>. You acknowledge and agree that you will not be able to collect the <i>Lot</i> from the <i>Storage Contractor's</i> premises until you have paid the <i>Purchase Price</i>, any <i>Expenses</i> and all</p>	<p>5 STORING THE LOT</p> <p>We agree to store the <i>Lot</i> until the earlier of your removal of the <i>Lot</i> or until the time and date set out in the <i>Notice to Bidders</i>, 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 <i>Sale</i>) and, subject to paragraphs 3, 6 and 10, to be responsible as <i>bailee</i> to you for damage to or the loss or destruction of the <i>Lot</i> (notwithstanding that it is not your property before payment of the <i>Purchase Price</i>). If you do not collect the <i>Lot</i> before the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) we may remove the <i>Lot</i> to another location, the details of which will usually be set out in the relevant section of the <i>Catalogue</i>. If you have not paid for the <i>Lot</i> in accordance with paragraph 3, and the <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly to <i>Bonhams'</i> order and we will retain our lien over the <i>Lot</i> until we have been paid in full in accordance with paragraph 3.</p> <p>6 RESPONSIBILITY FOR THE LOT</p> <p>6.1 Title (ownership) in the <i>Lot</i> passes to you (i) on payment of the <i>Purchase Price</i> to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.</p> <p>6.2 Please note however, that under the <i>Contract for Sale</i>, the risk in the <i>Lot</i> passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the <i>Lot</i> if earlier, and you are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i>.</p> <p>7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</p> <p>7.1 If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will (without further notice to you unless otherwise provided below), be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):</p> <p>7.1.1 to terminate this agreement immediately for your breach of contract;</p> <p>7.1.2 to retain possession of the <i>Lot</i>;</p> <p>7.1.3 to remove, and/or store the <i>Lot</i> at your expense;</p> <p>7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;</p>

7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph 9 will cease.
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	10	OUR LIABILITY
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	8.2	The discretion referred to in paragraph 8.1:	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.12	having made reasonable efforts to inform you, to release your name and address to the <i>Seller</i> , so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9	FORGERIES	10.2.2	changes in atmospheric pressure; nor will we be liable for:
7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.3	damage to tension stringed musical instruments; or
		9.2	Paragraph 9 applies only if:	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and	10.3.1	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , 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.
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and		
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .		
		9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:		
		9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or		
		9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.		

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to

confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

"Auctioneer" the representative of *Bonhams* conducting the *Sale*.

"Bidder" Any person considering, attempting or making a Bid, including those who have completed a *Bidding Form*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

Bonhams Specialist Departments

19th Century Paintings

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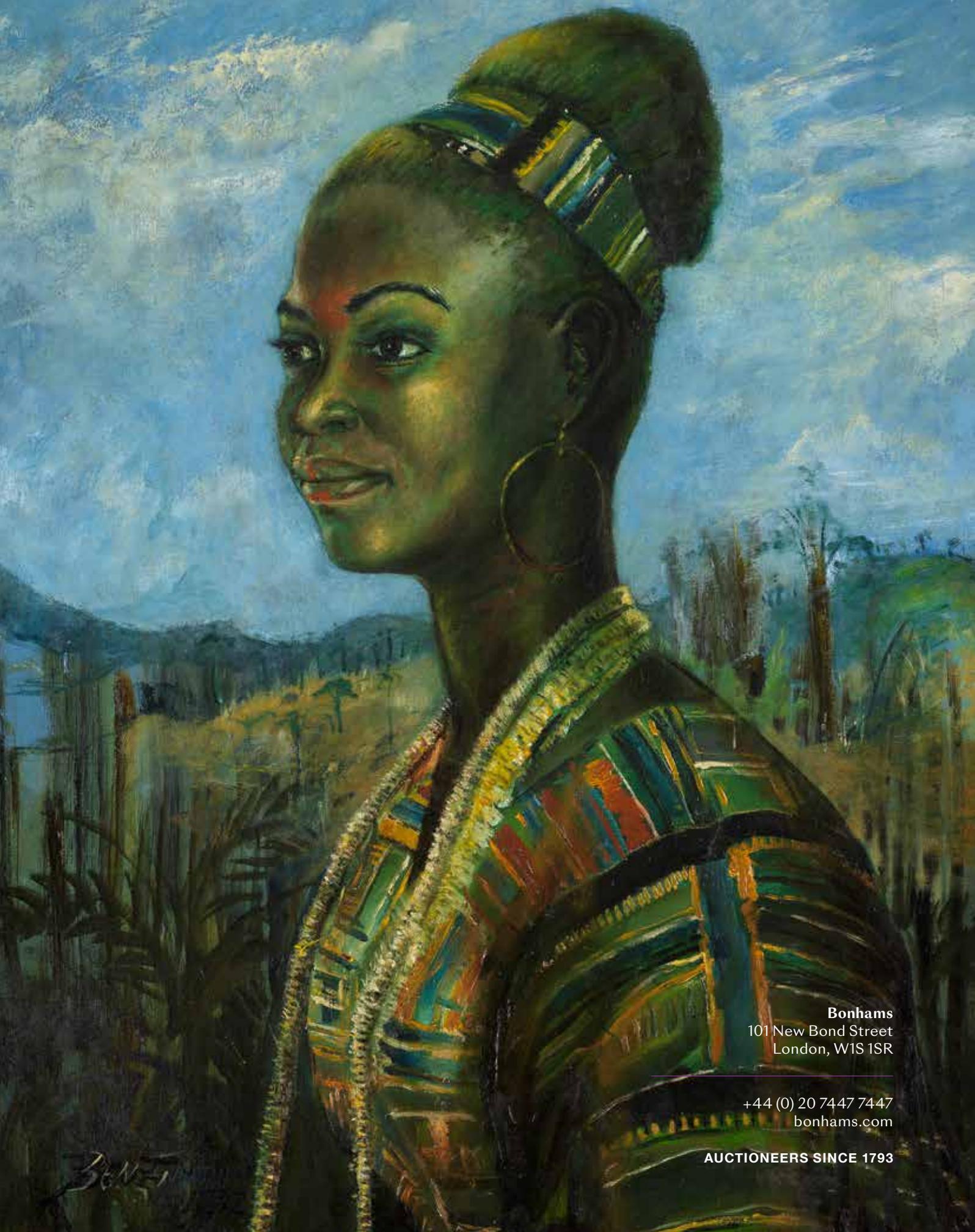
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