

**AFRICA NOW:  
MODERN AFRICA**

Wednesday 15 February 2017



**Bonhams**

LONDON



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# AFRICA NOW: MODERN AFRICA

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## SALE NUMBER

23892

## CATALOGUE

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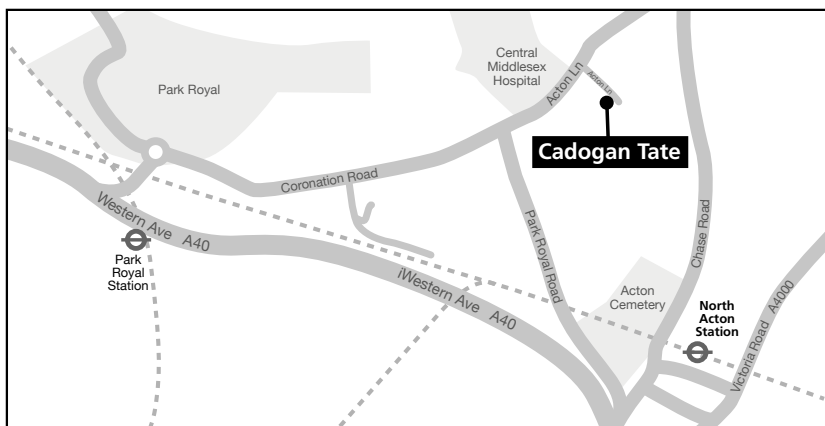
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## MODERN & CONTEMPORARY AFRICAN ART AT BONHAMS

The *Africa Now* auction last May was one of our strongest sales to date. The late and great *Spirit of Ogolo* by Ben Enwonwu was sold for £218,500, the highest price yet achieved for an oil painting by the artist. A new world record was also set for the Nigerian modernist, Yusuf Grillo, with his oil on board *Mother of Twins* selling for £146,500 against an estimate of £35,000-50,000. We are excited to be offering an equally impressive selection of artworks this February. The auction includes important pieces by the aforementioned masters as well as works by Uche Okeke, El Anatsui, Simon Okeke and Amon Kotei.

We are particularly delighted to present a full-size cast of Enwonwu's masterpiece *Anyanwu*. At 6ft10 high, the sculpture dwarfs the later editions and is the first full-size cast to come to market. Since it was commissioned in 1954, *Anyanwu* has acquired national significance, symbolising Nigeria's independent status. In 1966, the Nigerian ambassador presented an almost identical cast of this sculpture to the United Nations headquarters in New York, a few days after the country's sixth independence anniversary. Pre-dating the UN's *Anyanwu* by a decade, lot 29 was purchased in London by a close friend of the artist in the 1970s, and has been in a private collection ever since.

Another highlight is a highly unusual oil on board by Yusuf Grillo entitled *The Duet*. The painting depicts two musicians in harmony. Their yellow clothes are strikingly contrasted by the vibrant red background. This colour scheme sets the work apart from the rest of the artist's oeuvre, departing from his regular palette of purples and blues.

We are proud to be offering works of such quality, and hope that you will join us in our appreciation. As the market leader in modern and contemporary African art, Bonhams continues to be an important platform for these artists, increasing their international exposure. We look forward to your participation in the auction, whether by telephone, online or in person.



1

**AKINOLA LASEKAN (NIGERIAN, 1921-1974)**

Nigerian Soldier, 1959

oil on board

59 x 45cm (23 1/4 x 17 11/16in).

£6,000 - 9,000

US\$7,400 - 11,000

€7,100 - 11,000

Along with Aina Onabolu and Ben Enwonwu, Akinola Lasekan is widely acknowledged as a pioneer of modern Nigerian art. He was born into the Oladetimi family in Owo, Ondo State in 1916. Whilst his talent for the visual arts was evident from an early age, Lasekan received little formal instruction. His training consisted primarily of correspondence courses. Later in his career, he enrolled in the Hammersmith School of Art but dropped out after only two days. The difficulty Lasekan had in accessing art education in Nigeria had a profound impact, encouraging him to establish his own art correspondence course. The school was to be the training ground for a number of the nation's most celebrated artists, including Uche Okeke.

Lasekan's formative years were coloured by his experience of British colonial rule. Sensitive and astute, he was very aware of the political system's failings. He sympathised with the emerging Nationalist movement and their call for political independence. He began to vent his criticisms in a series of acerbic cartoons published in *The West African Pilot* newspaper. His illustrations soon earned him the nickname 'Lash'.

When he came to oil painting later in his career, he approached his subjects with a cartoonist's eye. His market scenes, landscapes and portraits are characterised by their keen observation and attention to detail.

The present lot depicts a Nigerian soldier. Dated 1959, the painting was executed on the eve of independence. Confronted with the man's thoughtful and humane expression, the viewer cannot but be convinced of his right to self-determination. In emphasizing the soldier's rational powers over his military status, Lasekan evokes our sympathy for the Nationalist cause.

**Biography**

B.M. Kelly and J. Stanley ed., *Nigerian Artists: A Who's Who and Bibliography*, (London, 1993), pp.270-271.

O. Offoedu-Okeke, *Artists of Nigeria*, (Milan, 2012), pp.44-46.





2

**AMON KOTEI (GHANAIAN, 1915-2011)**

Mother and child  
signed and dated 'kotei 98' (lower left); dated '6/98' (verso)  
oil on canvas  
100 x 100cm (39 3/8 x 39 3/8in).

£6,000 - 9,000

US\$7,400 - 11,000

€7,100 - 11,000

**Provenance**

Acquired by current owner in 1998 at the Centre for National Culture,  
Accra.  
Private collection, Italy.

Since it was executed in 1998, *Mother and Child* has been displayed at numerous prestigious venues including the Ducal Palace in Mantua and the Mission Hall in Crovie, Scotland, and has received much critical acclaim.



3 \*

**AMON KOTEI (GHANAIAN, 1915-2011)**

Reclining woman reading  
signed and dated 'Kotei 94' (lower left); dated '10/94' (verso)  
oil on canvas  
100.5 x 100cm (39 9/16 x 39 3/8in).

£5,000 - 8,000  
US\$6,200 - 9,900  
€6,000 - 9,500

**Provenance**

Private collection, Lagos.

Since his death in 2011, Amon Kotei has secured a reputation as one of Ghana's finest artists. Born in 1915, Kotei has enjoyed a long and diverse career. Following his service in the Royal West African Frontier Force in World War II, he enrolled at the London College of Printing and Graphic Art in 1949. On completing his studies in 1952, he returned to Ghana to take up a position in the Government Printing Office.

Whilst in London, Kotei was exposed to the modernist aesthetic then dominant in Europe. His use of bold outlines and intense colours reveal Fauvist influences, as well as his training as a print maker. Although his style derived from Europe, Kotei drew his subject matter from daily life in Accra. The recumbent figure depicted in the present lot is one of the full-bodied women he encountered at Makola market.





4 TP

**SUSANNE WENGER (AUSTRIAN, 1915-2009)**

Oshogbo deities (a pair)

batik cloth laid to board

218 x 75cm (85 13/16 x 29 1/2in); 168 x 91.5cm (66 1/8 x 36in)

(2)

£2,500 - 3,500

US\$3,100 - 4,300

€3,000 - 4,200





5 TP

**BEN OSAWE (NIGERIAN, 1931-2007)**

Untitled, 1986

wood

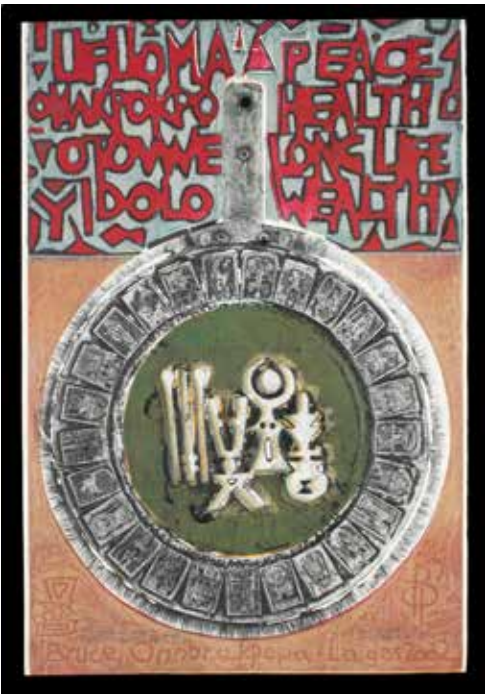
*136cm (53 9/16in) high.*

£6,000 - 9,000

US\$7,400 - 11,000

€7,100 - 11,000





6

6  
**BRUCE ONOBRAKPEYA**  
**(NIGERIAN, BORN 1932)**

Portfolio of Art & Literature (2003): 27 etchings  
 each signed, dated and titled in pencil; titled and  
 numbered (verso)  
 deep etching  
 57 x 38cm (22 7/16 x 14 15/16in).  
 (27)

£5,000 - 8,000  
 US\$6,200 - 9,900  
 €6,000 - 9,500



7 \*

**PROF. UCHE OKEKE (NIGERIAN, 1933-2016)**

Kagoro

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

ink

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

£7,000 - 10,000

US\$8,600 - 12,000

€8,300 - 12,000

**Provenance**

Artist's estate, Lagos.

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

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





8 \*

**PROF. UCHE OKEKE (NIGERIAN, 1933-2016)**

Blue Forest

initialed 'UO' lower right

gouache

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

£8,000 - 12,000

US\$9,900 - 15,000

€9,500 - 14,000



9

9 \*

**HENRY MUNYARADZI (ZIMBABWEAN, 1931-1998)**

Dreaming Boy

signed 'HENRY' (to underside of base)

serpentine stone

42 x 10 x 9cm (16 9/16 x 3 15/16 x 3 9/16in).

£2,000 - 3,000

US\$2,500 - 3,700

€2,400 - 3,600



10

10

**HENRY MUNYARADZI (ZIMBABWEAN, 1931-1998)**

'Go away bird' (1989)

signed 'HENRY' (to underside)

green serpentine stone

56 x 7.5 x 17cm (22 1/16 x 2 15/16 x 6 11/16in).

£2,000 - 3,000

US\$2,500 - 3,700

€2,400 - 3,600

**Provenance**

Purchased by current owner at Gimpel Fils, London, 1990.

**Exhibited**

London, Gimpel Fils, *Stone Sculpture from Zimbabwe*, April 1990, cat. no.20.

This lot will be sold with the original invoice.





11

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

Self-portrait

signed and dated 'BEN ENWONWU/ AUREOL AUG. 1952' (lower right)

red chalk on paper

35.5 x 24.5cm (14 x 9 5/8in).

**£12,000 - 18,000**

**US\$15,000 - 22,000**

**€14,000 - 21,000**

**Provenance**

Lt. Col. John and Mrs. Kate ETTY-Leal, UK.

By direct descent to present owner.

Enwonwu boarded MV Aureol, a British ocean liner travelling from Lagos to Liverpool, on 18 August 1952. The artist was heading to London for his second exhibition at the Galerie Apollinaire. The show consisted of 205 works and included sculptures, oil paintings, pastels and watercolours. He had previewed the collection at the Exhibition Centre in Lagos in July 1952.

The exhibition was opened in London by Lord Munster, the under-secretary of state for the colonies, who referred to Enwonwu as a "distinguished artist and sculptor". The works were well received by critics and members of the public alike.

The artist sketched this self-portrait during the crossing. He later gifted it to his friend, Lt. Col. John ETTY-Leal, when he visited their family home.

**Bibliography**

S. Ogbachie, *Ben Enwonwu: the Making of an African Modernist*, (Rochester, 2008), p.12.



12

**ERHABOR EMOKPAE (NIGERIAN, 1934-1984)**

Canary

signed and dated 'emokpae '65' (lower left)

oil on board

152 x 31cm (59 13/16 x 12 3/16in).

£3,000 - 5,000

US\$3,700 - 6,200

€3,600 - 6,000

**Provenance**

The collection of Peter Whitehouse & Ted Moore.





13 \*

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

Bird Dance (1986)

ebony

*119 x 16 x 25cm (46 7/8 x 6 5/16 x 9 13/16in) (excluding base).*

£25,000 - 35,000

US\$31,000 - 43,000

€29,000 - 41,000



14



15

14 \*

**ABLADE GLOVER (GHANAIAN, BORN 1934)**

Red Cockfight

signed and dated 'Glo /06' (upper right); inscribed  
'PG 26/ Red Cockfight' (verso)

oil on canvas

45 x 136cm (17 11/16 x 53 9/16in).

£3,000 - 5,000

US\$3,700 - 6,200

€3,600 - 6,000

15

**ABLADE GLOVER (GHANAIAN, BORN 1934)**

'Foresty Blues'

signed 'Glo' (lower left); inscribed with title (verso)  
oil on canvas

102 x 61cm (40 3/16 x 24in).

£2,500 - 3,500

US\$3,100 - 4,300

€3,000 - 4,200





16 \*

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

African Dancers  
signed and dated 'BEN ENWONWU/ 1990' (lower right)  
oil on canvas

119.5 x 88.5cm (47 1/16 x 34 13/16in).

£50,000 - 80,000

US\$62,000 - 99,000

€60,000 - 95,000

**Provenance**

Acquired directly from the artist by the current owner.



17 \* TP

**OKPU EZE (NIGERIAN, BORN 1934)**

Weeping woman

signed and dated 'Okpu Eze 1991'

ebony

148 x 18 x 21cm (58 1/4 x 7 1/16 x 8 1/4in) excluding base.

£5,000 - 8,000

US\$6,200 - 9,900

€6,000 - 9,500





18 \*

**SIMON OKEKE (NIGERIAN, 1937-1969)**

The Beginning

signed and dated 'SIMON OKEKE/ 2/8/63' (lower centre); bears inscription 'The Beginning/ 35' and 'The Weaker Sex' (to the mount verso)

pen, charcoal and pastel on paper  
50 x 40cm (19 11/16 x 15 3/4in).

£10,000 - 15,000

US\$12,000 - 19,000

€12,000 - 18,000

19

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

The Duet

bears label inscribed with artist's name and title (verso)

oil on board

122 x 92cm (48 1/16 x 36 1/4in).

**£70,000 - 100,000**

**US\$86,000 - 120,000**

**€83,000 - 120,000**

**Provenance**

Acquired directly from the artist.

By descent to the current owner.

**Exhibited**

London, Commonwealth Institute Art Gallery, *Olayinka Burney - Nicol Yusuf Grillo Mwariko Omari*, 5 July - 30 July 1972.

Unlike his stained glass and mural work, Grillo's paintings were rarely the result of commissions. In an interview in 2005, the artist revealed that painting was his preferred medium and the majority of his works were executed for his own enjoyment. Consequently the themes and concepts are of his own devising, and not subject to the dictates of "market requirements".

Music-making is a recurring motif in Grillo's work. He was raised in the Brazilian Quarters in Lagos, an area renowned for the quality of its live bands. As a child, he and his peers would sit behind these bands at birthdays, marriages and naming ceremonies to better study the performers. He later reminisced about the powerful allure of these figures:

"I used to go close, watch and join the music, look at the dancers and join them too. They made a very, very strong impression, an indelible impression. And what interests me most is what the drummers do when they are not actually playing. That is, when they have an interval at which time they try to re-tune their instruments..." (Grillo, 2005).

These childhood experiences would inspire some of the artist's most popular works including *Drummer and Apprentice*, *Quartet*, *Trio*, and *Drummer's Return*. The current lot, *The Duet*, depicts two players engaged in a musical dialogue. Their bodies turn in towards one another, heads inclined towards the instruments. The intensity of their focus suggests that in the height of their music making, they have become possessed, entering a trance-like state. This image of music as a vehicle for transcendence reflects the awe Grillo felt watching such performers as a child, but it also draws on the ancient practice of drumming at ritual ceremonies as a way of invoking the spirit world.

**Bibliography**

S. Ikpakronyi, 'Yusuf Adebayo Grillo: A Most Distinguished, yet Uncelebrated Nigerian Artist', in Dike & Oyelola, *Master of Masters Yusuf Grillo: His Life and Works*, (Lagos, 2006), pp.42-46, 66.

B. Kelly, *Nigerian Artists: A Who's Who and Bibliography*, (London, 1993), p.230.







20

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

Male dancer

signed and dated 'ENWONWU/ 1951' (lower left)

watercolour on paper

28.5 x 21cm (11 1/4 x 8 1/4in).

£4,000 - 6,000

US\$4,900 - 7,400

€4,800 - 7,100



21 \*

**ABLADE GLOVER (GHANAIAN, BORN 1934)**

Argungu fishing festival  
signed and dated 'glo 93' (lower left)  
oil on canvas  
99 x 74cm (39 x 29 1/8in).

£5,000 - 7,000  
US\$6,200 - 8,600  
€6,000 - 8,300

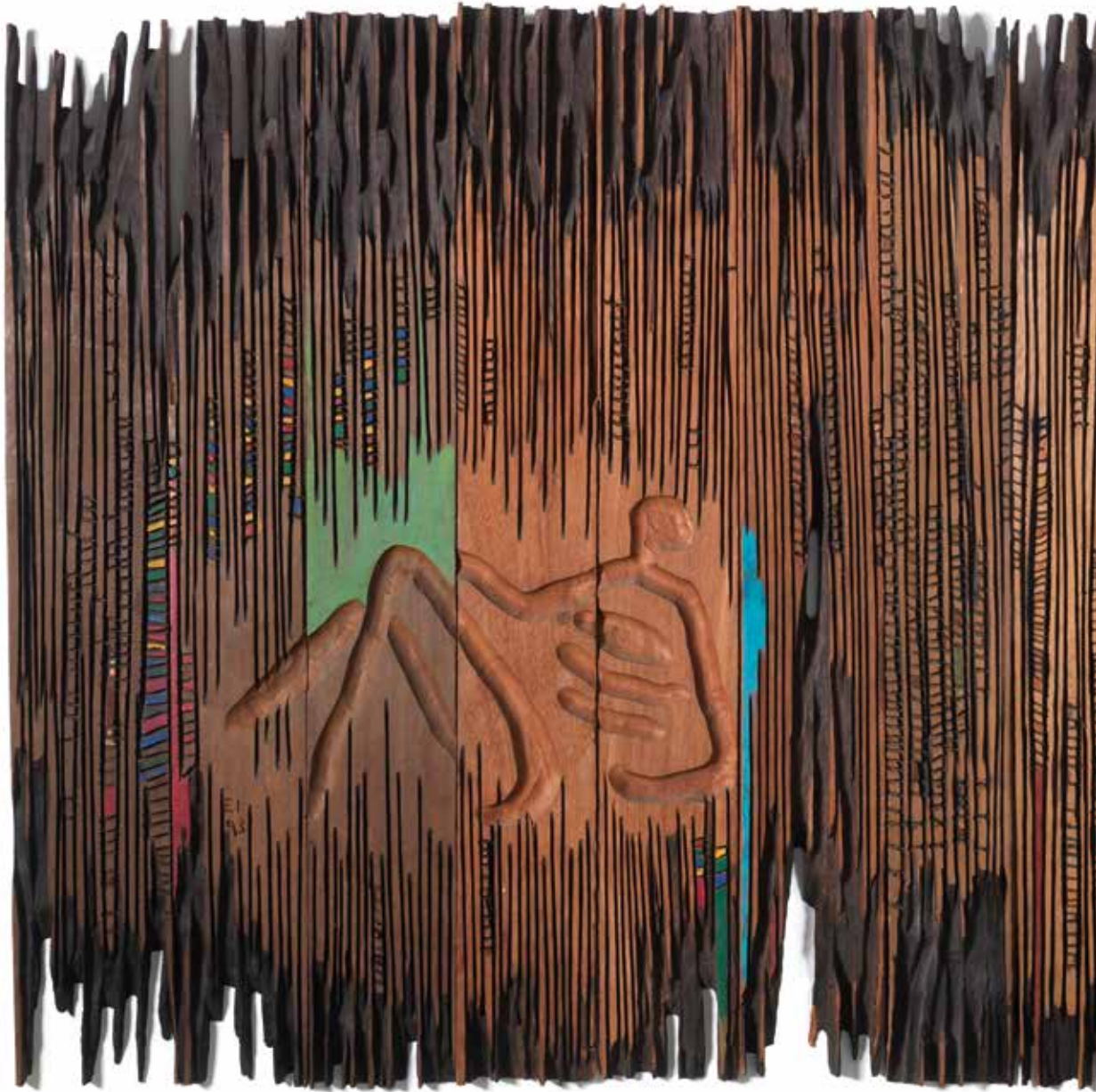
**Provenance**

Private collection, Lagos.

This painting 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.





22

**EL ANATSUI (GHANAIAN, BORN 1944)**

On Grandma's Cloth  
signed and dated 'EL/ 93' (lower centre of plank 2)  
carved and painted wooden planks  
77 x 148 x 2cm (30 5/16 x 58 1/4 x 13/16in).  
in 15 pieces.

£60,000 - 90,000

US\$74,000 - 110,000

€71,000 - 110,000

**Provenance**

Private collection, London.





In the years following independence, El Anatsui was one of a group of artists to advocate the need for a new aesthetic, one that was not grounded in the design principles of European colonizers. He began to investigate the art form, uli, an ancient decorative scheme traditionally practiced by Igbo communities. It consists primarily of abstracted animal, plant and cosmic forms. At the same time, he began to incorporate nsibidi symbols into his work, a pictographic script employed by the Efik and north-eastern Igbo.

Born in Anyako in 1944, Anatsui's formative years were shaped by his experience of British colonial rule. The accepted histories of the African continent at that time were primarily written by European outsiders. Anatsui believed that this had led to great distortions, and sought to redress the problem through his art. His research into various writing systems and codes was an attempt to enter into the minds of the societies that developed them, providing alternative insider narratives.

*On Grandma's Cloth* is one of a series of carved wooden sculptures that the artist executed in the late 1980s and early 90s. These pieces are composed of wooden planks that have been scored with uli and nsibidi symbols. Whilst the materials and motifs are centuries old, they have been created with modern tools - the power saw and blow torch. The scorched, jagged fragments of wood represent the cultural devastation of colonialism, a metaphor for the way in which western powers had carved up and brutally divided the African continent amongst themselves.

#### **Bibliography**

C. Okeke, 'The Quest: from Zaria of Nsukka, a story from Nigeria', in Whitechapel Gallery exhibition catalogue, *Seven Stories about Modern Art in Africa*, (London, 1995), pp.58-59.

Y. Kawaguchi, 'A Fateful Journey', in *El Anatsui: A Sculpted History of Africa*, (London, 1995), p.59.

C. Okeke, 'Mark-making and El Anatsui's Reinvention of Sculpture', in L. Binder ed., *El Anatsui: When I Last Wrote to You About Africa*, (New York, 2010).



23

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

Africa Dances II

signed and dated 'BEN ENWONWU/ 1952' (lower right); inscribed with  
title (verso)

gouache on board

78.5 x 26cm (30 7/8 x 10 1/4in).

(unframed)

£6,000 - 10,000

US\$7,400 - 12,000

€7,100 - 12,000



24 \*

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

The Glory of Ancient Benin, Song of the City  
 signed, titled and dated 'The Glory of Ancient Benin/ Song of the City/  
 Ben Enwonwu/ 1942-1989' (lower left); inscribed 'No. 29' (verso)  
 oil on canvas  
 121 x 92cm (47 5/8 x 36 1/4in).

£70,000 - 100,000  
 US\$86,000 - 120,000  
 €83,000 - 120,000

**Provenance**

Acquired from the artist, circa 1991.  
 Private collection, Lagos.

**Exhibited**

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

**Illustrated**

S. Ogbecchie, *Ben Enwonwu: the Making of an African Modernist*, (Rochester, 2008), p.212.

Enwonwu's *Song of the City* series explores the changing status of Nigeria's kingdoms following European colonization. Benin City was the capital of one of the oldest and most developed pre-colonial empires in Africa. It was established in Southern Nigeria in the 11th century. The city was famed for its surrounding walls. Extending for

some 16,000km, they were an unprecedented feat of engineering in the middle ages. The city's decline began in the 15th century after European traders stirred up internal conflicts. It was then razed to the ground by British soldiers in 1897.

Enwonwu began painting *The Glory of Ancient Benin* in 1941, whilst Nigeria was still under British colonial rule. It depicts a group of dancing female figures attired in traditional Benin dress. The striking red dress of the central dancer stands in stark contrast to the blue background. The dynamism and grace of the figures symbolize the achievements of the ancient kingdom. For Enwonwu, dance was a metaphor for pre-colonial African life and culture; a way of celebrating his heritage.

The painting was positively received by the Nigerian art establishment when it was exhibited at the 1991 retrospective in Lagos. For many, the work exemplified Enwonwu's contribution to Nigerian art, applying the principles of European Modernism to traditional themes and motifs. One reviewer commented that:

"(Enwonwu's) artistic journey and career has been, in part, a history of the progressive accomodation of modernism in contemporary Nigerian art on the one hand-and on the other, deliberate and rational engagement in the preservation of tradition." (Odunlami, 'Ben Enwonwu: A Review of the 70th Birthday Exhibition')

**Bibliography**

S. Ogbecchie, *Ben Enwonwu: the Making of a Modernist*, (Rochester, 2008), pp. 73-75, 212.





25 \* TP

**BEN OSAWE (NIGERIAN, 1931-2007)**

Mother and child

signed and dated 'Osawe 1992' (to base)

wood

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

£7,000 - 10,000

US\$8,600 - 12,000

€9,300 - 12,000



26 \*

**PROF. UCHE OKEKE (NIGERIAN, 1933-2016)**

Adam and Eve

signed and dated 'Uche Okeke / 1965' (lower right); inscribed 'Uche Okeke/ Enugu 1965' (verso)

oil on board

121 x 90cm (47 5/8 x 35 7/16in).

£20,000 - 30,000

US\$25,000 - 37,000

€24,000 - 36,000

**Provenance**

Private collection, Nigeria.

**Exhibited**

New York, Museum of Modern Art PS1, *The Short Century: Independence and Liberation Movements in Africa, 1945-1994*, February 10 to May 5, 2002.

**Literature**

C.Okeke-Agulu, *Postcolonial Modernism: Art and Decolonization in Twentieth-Century Nigeria*, illustrated p.269.

This painting was part of *The Short Century* exhibition curated by Okwui Enwezor in 2002. The show was partly conceived as a 'biography' of Africa following the Second World War. The years between 1945 and 1994 were characterised by the continent's transition to independence. In 1945, the 5th Pan-African Congress gathered in Manchester to make their case for self-rule. The Negritude movement also spoke out against colonialism and cultural assimilation, encouraging black Africans to take pride in their heritage. As a swathe

of African countries achieved independence in the 1960s and 70s, artists became increasingly preoccupied with developing distinct national styles, inspired by ancient African traditions as opposed to those of their colonial oppressors.

Uche Okeke was at the forefront of this artistic movement. Previously, talented Nigerian artists had travelled to European academies for training. Okeke however was a home grown talent, studying at the Nigerian College of Arts, Science and Technology in Zaria from 1958 to 1961. Much of his work is grounded in Igbo folklore and mythology, depicting spirits and masqueraders. The fluid, broad brushstrokes of his compositions owe to the linear uli designs of the Igbo people.

This painting, *Adam and Eve*, is unusual in Okeke's oeuvre in that it depicts a scene from Genesis. However, the representation of the first man and woman in Eden departs from the conventional iconography of Christian art in a number of respects. The curvilinear foliage in the foreground is a riot of colour and movement. The snaking dark tree branches on the left cut a stark contrast with the vibrant blue sky. The scene communicates life and the power of nature first and foremost; Adam's attempt to cover his genitals is the only signpost of the painting's Biblical source. Okeke's colourful re-imagining of the Garden of Eden is an attempt to offer a uniquely Nigerian interpretation of the oft-painted scene.

The work has been exhibited at the Villa Stuck in Munich, the House of World Cultures in Berlin, and MoMA in New York.

**Bibliography**

O.Enwezor, *The Short Century: Independence and Liberation Movements in Africa, 1945-1994*, exhibition catalogue, (2002) pp.2-5.



27

**GANI ODUTOKUN (NIGERIAN, 1946-1995)**

Bioform I (1994)

signed and dated 'Gani Odutokun 1994' (lower left); inscribed 'Bioform I' (verso)

oil on canvas

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

£3,000 - 5,000

US\$3,700 - 6,200

€3,600 - 6,000

**Provenance**

Purchased direct from the artist, Lagos.

By descent to the current owner, UK.



28 \*

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

Male Beggar

incised with artist's signature and date 'GRILLO/ 65'  
(lower right); bears label inscribed 'Male Beggar/ 64/  
YAC GRILLO/ Yaba College of Tech/ YABA, LAGOS'  
(verso)

oil on board

121.5 x 52cm (47 13/16 x 20 1/2in).

£40,000 - 60,000

US\$49,000 - 74,000

€48,000 - 71,000



29 \* TP

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

*Anyanwu* (1956)

signed and dated 'BEN ENWONWU 1956'

(to the front central section of the figure's tail)

bronze

236 x 71 x 45cm (92 15/16 x 27 15/16 x 17 11/16in).

£150,000 - 200,000

US\$190,000 - 250,000

€180,000 - 240,000

**Provenance**

Purchased by a private collector in London, circa 1970.

Private collection, Lagos.

*Anyanwu* is widely considered Enwonwu's masterpiece. Several smaller versions of the sculpture have passed through Bonhams' salerooms, most recently in *Africa Now: Modern Africa*, May 2016. The current lot is the first full-size cast to come to market. At 6ft10 high, the sculpture dwarfs the later editions. Enwonwu sculpted and cast the work in 1956 at the London studios of the acclaimed British sculptor, Sir William Reed Dick. The previous year, Enwonwu had received an MBE from HM Queen Elizabeth II, raising his international profile to an all-time high. He sculpted a portrait of the monarch in the same year the present lot was cast.

The first full-size *Anyanwu* was commissioned in 1954 by the Colonial Government of Nigeria to celebrate the establishment of the National Museum at Onikan in Lagos by the acclaimed artist and archaeologist, Kenneth Crosthwaite Murray. Enwonwu had been one of Murray's first students in the 1930s and shared his commitment to reviving Nigeria's art and craft traditions. Inspired by the shrine carvings of his sculptor father, Enwonwu's work represented a return to traditional Igbo aesthetics.

Titled after the Igbo word for 'the sun', *Anyanwu* references the traditional practice of venerating ChiUkwu (the Great Spirit) by saluting the rising sun. Enwonwu depicts the female deity rising up out of the ground, her lithe body arching towards the sky. This upward trajectory was intended to symbolise the aspirations of the soon-to-be independent nation. Her noble bearing is underlined by her 'chicken-beak' headdress and coral jewellery: the royal regalia of the Bini people. Enwonwu described his vision for the sculpture thus:

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

The artist's words clearly express his belief that *Anyanwu* was a visual manifestation of the new Nigeria, culturally-confident and proud of her heritage. Such was the symbolic potency of the sculpture that the Nigerian ambassador, Chief Adebo, presented an almost identical cast to the United Nations headquarters on 5 October 1966, a few days after the country's sixth independence anniversary. Having studied at the Slade School of Fine Art in London, Enwonwu was highly aware of the debt European Modernism owed to Africa's artistic traditions. *Anyanwu*'s dynamic, semi-abstract form was a clear reminder, and affirmed Nigeria's position as a leading independent nation, ready to take its place the world stage.

Cast an entire decade before the version gifted to the United Nations, the present lot is Enwonwu's second edition of his magnum opus. It was purchased in London by a close friend of the artist in the 1970s, and has been in a private collection ever since.

**Bibliography**

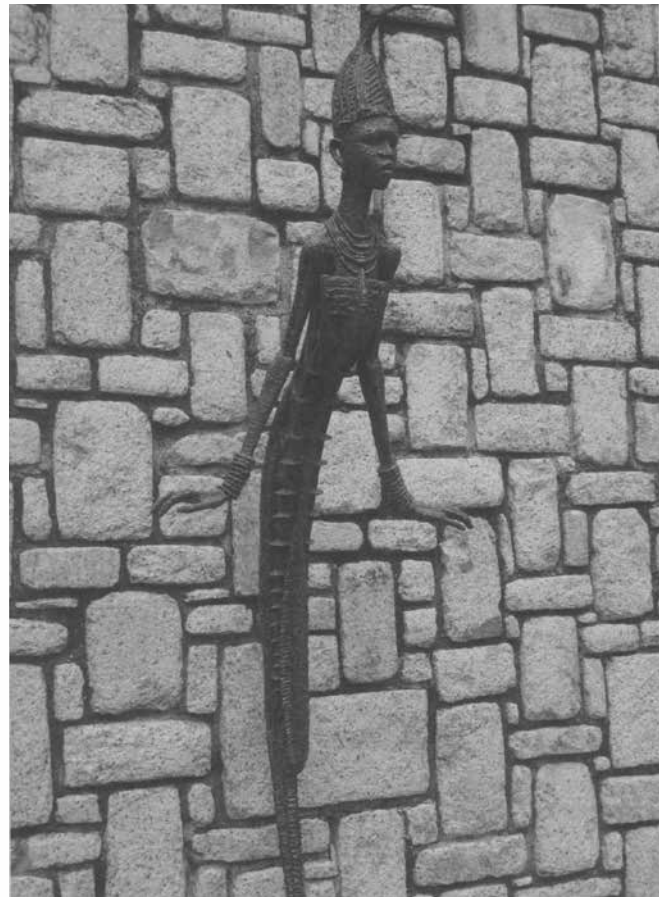
S. Ogbachie, *Ben Enwonwu: the Making of an African Modernist*. (Rochester, 2008), pp.130-132.

C. Okeke-Agulu, 'On Ben Enwonwu's *Anyanwu*', *Ofodunka: Art, Life, Politics*. <http://chikaokeke-agulu.blogspot.co.uk/2016/08/on-ben-enwonwus-anyanwu.html>

I. Oguachuba, 'The Artist and Women Discourse', *Art eJournal of the African*.







Ben Enwonwu, *Anyanwu*, bronze, 1954-55. Photograph by Sylvester Ogbegie. Collection of the National Museum, Lagos.



Archival picture of Ben Enwonwu in the studio of Sir William Reid-Dick with partial view of completed *Anyanwu* sculpture. Photograph from BAH Archives, South Africa.







30 TP

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

The Calabash Sellers

signed 'Oshinowo/ 74' (lower right); bears inscription 'OSHINOWO / JAN 1972' (verso)

oil on board

101.5 x 91cm (39 15/16 x 35 13/16in).

£4,000 - 6,000

US\$4,900 - 7,400

€4,800 - 7,100

**Provenance**

Acquired by the current owner in Lagos, 1970s.





31

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

Tranquility (2015)

signed and dated 'OLAKU A.O. '15-'16' (lower left)

oil on canvas

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

£7,000 - 10,000

US\$8,600 - 12,000

€8,300 - 12,000



32 \*

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

'The Sluice Gate - Turnbull Road, Ikoyi'  
signed and dated 'Ben Enwonwu 1966' (lower left)  
oil on board  
48.5 x 181cm (19 1/8 x 71 1/4in).

£50,000 - 80,000

US\$62,000 - 99,000

€60,000 - 95,000

**Provenance**

Private collection, Lagos.

**Exhibited**

Lagos, Exhibition Centre, *Management Consultant Services Ltd.*  
*presents Professor Ben Enwonwu's paintings and sculptures*, May  
23rd to June 6th, 1974. Cat. no. 16.

Dated 1966, Enwonwu painted this landscape when he was living on  
Cameron Road in Ikoyi (1949 - 1967). He frequently visited Turnbull  
Road to sketch the waterways.

The area depicted is now sand-filled and has been renamed Banana  
Island.







33



34

33 \*

**ABLADE GLOVER (GHANAIAN, BORN 1934)**

'As they approach the finishing line'

signed and dated 'Glo /07' (lower right)

oil on canvas

74.5 x 121cm (29 5/16 x 47 5/8in).

£5,000 - 7,000

US\$6,200 - 8,600

€6,000 - 8,300

34

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

The Orange Seller

signed 'Ato Delaquis' (lower left); inscribed with title (verso)

oil on canvas

81 x 75.5cm (31 7/8 x 29 3/4in).

£3,000 - 5,000

US\$3,700 - 6,200

€3,600 - 6,000



35

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

'Negritude'

signed and dated 'Ben Enwonwu/ 1969' (lower right)

gouache

121 x 76cm (47 5/8 x 29 15/16in).

£40,000 - 60,000

US\$49,000 - 74,000

€48,000 - 71,000

**Provenance**

Private collection, London.

Enwonwu was a pioneer in the development of modern Nigerian art, and his legacy has enriched and projected Nigerian art onto the international scene. He studied first under his father, then with British archaeologist and art teacher, Kenneth Murray, in the years prior to Nigerian independence. Thanks to the recommendation of Murray, Enwonwu travelled to the UK, where he exhibited at the Zwemmer Gallery and the Glasgow Empire Exhibition. He was awarded a grant by the British Council to continue his study, first at Goldsmith's, and then the Slade School of Fine Art (1946-48). He returned to Nigeria as Arts Advisor to the government.

Negritude was both a literary and ideological movement led by Francophone black writers and intellectuals. The movement is marked by its rejection of European colonization and its role in the African diaspora, pride in "blackness" and traditional African values and culture.



36 \* TP

**OKPU EZE (NIGERIAN, BORN 1934)**

Maiden Dance (1992)

signed and dated 'Okpu Eze 1992'

wood

153.5 x 23 x 20cm (60 7/16 x 9 1/16 x 7 7/8in) excluding base.

£5,000 - 8,000

US\$6,200 - 9,900

€6,000 - 9,500





37 \*

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

Woman with headscarf

oil on canvas

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

£20,000 - 30,000

US\$25,000 - 37,000

€24,000 - 36,000



38

**EL ANATSUI (GHANAIAN, BORN 1944)**

'Assorted Diamonds'

initialed and dated 'EL/ 93' (plank 15 lower centre); titled 'Assorted

Diamonds' (plank 1 verso)

painted, carved and incised wooden planks

61 x 162cm (24 x 63 3/4in).

in 15 pieces.

£15,000 - 20,000

US\$19,000 - 25,000

€18,000 - 24,000

**Provenance**

The Black Swan Gallery, London.

Private collection, UK.









39

39 \*

**SIMON OKEKE (NIGERIAN, 1937-1969)**

Portrait of a young girl  
signed and dated 'Simon Okeke 1964' (lower centre)  
pastel and ink  
40.7 x 30cm (16 x 11 13/16in).

£5,000 - 8,000  
US\$6,200 - 9,900  
€6,000 - 9,500



40

40 \*

**ERHABOR EMOKPAE (NIGERIAN, 1934-1984)**

Two figures with bowl  
signed and dated 'emokpae 78' (lower left)  
oil on canvas  
118 x 49.5cm (46 7/16 x 19 1/2in).

£7,000 - 10,000  
US\$8,600 - 12,000  
€9,300 - 12,000



41 \*

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

Africa Dances  
signed and dated 'BEN ENWONWU/ 1990' (lower left)  
oil on canvas

74 x 49cm (29 1/8 x 19 5/16in).

£40,000 - 60,000

US\$49,000 - 74,000

€48,000 - 71,000

**Provenance**

Purchased directly from the artist, Nigeria.  
By direct descent to the current owner in 1994.

The current owner's father purchased this painting from Enwonwu on the advice of fellow artist, Tayo Quaye (born 1954). Quaye had previously apprenticed with the renowned printmaker, Bruce Onobrakpeya, in 1976.



42 \*

**BRUCE ONOBRAKPEYA (NIGERIAN, BORN 1932)**

'Africa: On Her Schedule Is Written a Change', set of fourteen etchings, edition 11/75:

1. 'Gifts from three kings'
2. 'I now believe in you'
3. 'The Hydra's Head'
4. 'The Sword and New Life'
5. 'Africa Beauty (Masai Woman)'
6. 'Puppets'
7. 'Give us this day our daily bread'
8. 'Vigilance'
9. 'Beggar's Gift'
10. 'Obevbe Nereghe'
11. 'Poets and Fetters'
12. 'Tortuous ascent of Mugabe's star'
13. 'Ogiribo'
14. 'The Burial'

Another seven etchings:

1. 'Ekharra (Red Base)', 36/40. Signed and dated October 1977 (lower right).
2. 'Ovigue (Blue Base)', 7/20. Signed and dated January 1973 (lower right).
3. 'A Desert Landscape' (artist proof) 1/10. Signed and dated November 1973 (lower right).
4. 'Obionya (Yellow Base)', 1/30. Signed and dated February 1976 (lower right).
5. 'Rain and Cry at Otorogba (Orange Base)', 8/12. Signed and dated September 1974 (lower right).
6. 'Agbogidi', 16/20. Signed and dated Jan 1972 (lower right).



7. 'Emuobonuvie (Ochre Base)', 16/30. Signed and dated August 1976 (lower right).

set of 14 all signed and dated 'Bruce Onobrakpeya, Lagos/ Sept 1980' (lower right)  
 deep etching  
*all fourteen 30.5 x 19.5cm (12 x 7 11/16in); largest of remaining seven 68 x 49cm (26 3/4 x 19 5/16in) (unframed).*  
 (21)

**£4,000 - 6,000**  
**US\$4,900 - 7,400**  
**€4,800 - 7,100**





43 \* TP

**BUNMI BABATUNDE (NIGERIAN, BORN 1957)**

*Your Majesty*

signed and dated '2016'

ebony

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

£8,000 - 12,000

US\$9,900 - 15,000

€9,500 - 14,000

Bunmi Babatunde was born in Nigeria in 1957. He studied sculpture at the Yaba College of Technology, and was awarded a Higher National Diploma in 1983. He established his own studio the following year. Since then, he has created a diverse body of work in wood, bronze resin and fiberglass. He has undertaken a number of major public commissions within Nigeria, including the 20-foot Eleganza 'Biro Statue' along Orile/Mile 2 expressway, Alaba. Babatunde is committed to fostering artistic talent within his country, and co-founded the Universal Studios of Art, Nigeria, alongside fellow artists Bisi Fakeye, Monday Akhidue and Abiodun Olaku.

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

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



44 \*

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

Village scene

signed and dated 'Oshinowo 88' (lower left)

oil on board

92 x 120cm (36 1/4 x 47 1/4in).

£4,000 - 6,000

US\$4,900 - 7,400

€4,800 - 7,100



45 \*

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

Procession in the Forest  
signed and dated 'Ben Enwonwu 1972-89' (lower left)  
oil on canvas  
120 x 90cm (47 1/4 x 35 7/16in).

£40,000 - 60,000  
US\$49,000 - 74,000  
€48,000 - 71,000





46

**OBIORA ANIDI (NIGERIAN, BORN 1957)**

Conspirators

concrete, metal and marble

35.5 x 43 x 20cm (14 x 16 15/16 x 7 7/8in).

£3,000 - 5,000

US\$3,700 - 6,200

€3,600 - 6,000

**Provenance**

Acquired at exhibition, Italian Cultural Institute, Lagos, 1989.

**Exhibited**

Lagos, Italian Cultural Institute, *Sculpture by Obiora Anidi*,  
May 1989, no. 19

Anidi trained at the Institute of Management and Technology (IMT), Enugu (1978–82), and taught at Oyo State College of Education, Ilesha. In 1983 he joined the staff at the Umoka Technical Secondary School, and he has taught sculpture in the art department of IMT, Enugu. He had several solo shows in the mid-1980s and showed with AKA, an artists' group in Nsukka of which he was a founding member.



47

47  
**ABLADE GLOVER (GHANAIAN, BORN 1934)**

Green Forest  
signed and dated indistinctly 'Glo' (lower centre)  
oil on board  
57 x 77cm (22 7/16 x 30 5/16in).

£3,000 - 5,000  
US\$3,700 - 6,200  
€3,600 - 6,000

48 \*  
**ABLADE GLOVER (GHANAIAN, BORN 1934)**

Blue Profile  
signed and dated 'Glo / 00' (lower left); inscribed 'Great Expectations /12 /Blue Profile' (verso)  
oil on canvas  
91.5 x 61cm (36 x 24in).

£4,000 - 6,000  
US\$4,900 - 7,400  
€4,800 - 7,100



48





49

**EL ANATSUI (GHANAIAN, BORN 1944)**

'Pata'

initialed and dated 'EL/ 90' (plank 8 lower left); titled 'Pata' (plank 1 verso)

painted, carved and incised wooden planks

47.5 x 134cm (18 11/16 x 52 3/4in).

in 13 pieces.

£12,000 - 18,000

US\$15,000 - 22,000

€14,000 - 21,000

**Provenance**

The Black Swan Gallery, London.

Private collection, UK.

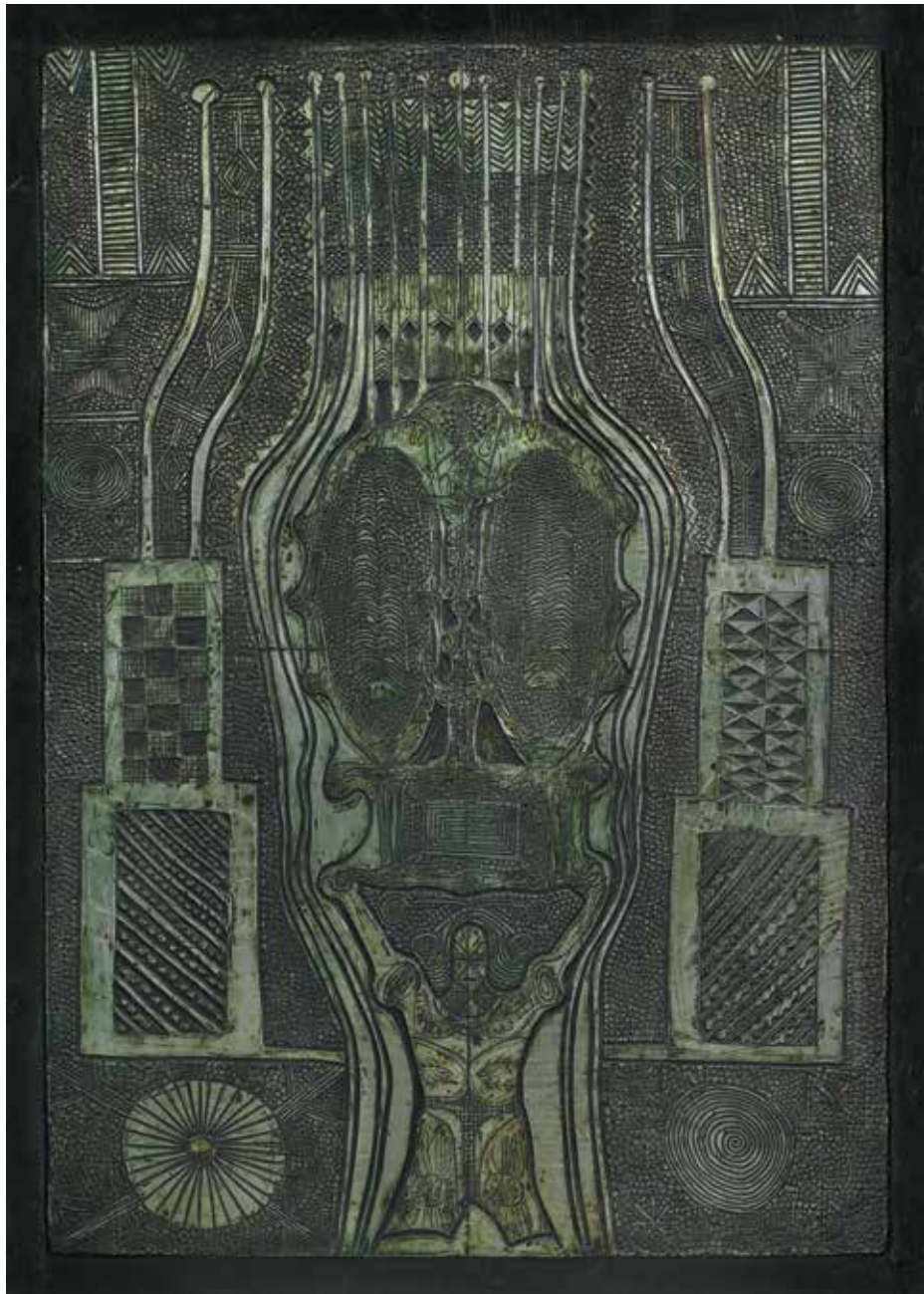
**Exhibited**

Lagos, National Museum of Nigeria, *Old and New: an exhibition of sculpture in assorted wood by El Anatsui*, June 22 to June 21, 1991.

Cat. no. 33.







50 \*

**BRUCE ONOBRAKPEYA (NIGERIAN, BORN 1932)**

'Superman (Ogba)'

signed, titled and dated 'SUPERMAN (OGBA) 1974/ OB/  
ONOBRAKPEYA' (lower centre)

metal foil relief mounted on board

85 x 59cm (33 7/16 x 23 1/4in).

£3,000 - 5,000

US\$3,700 - 6,200

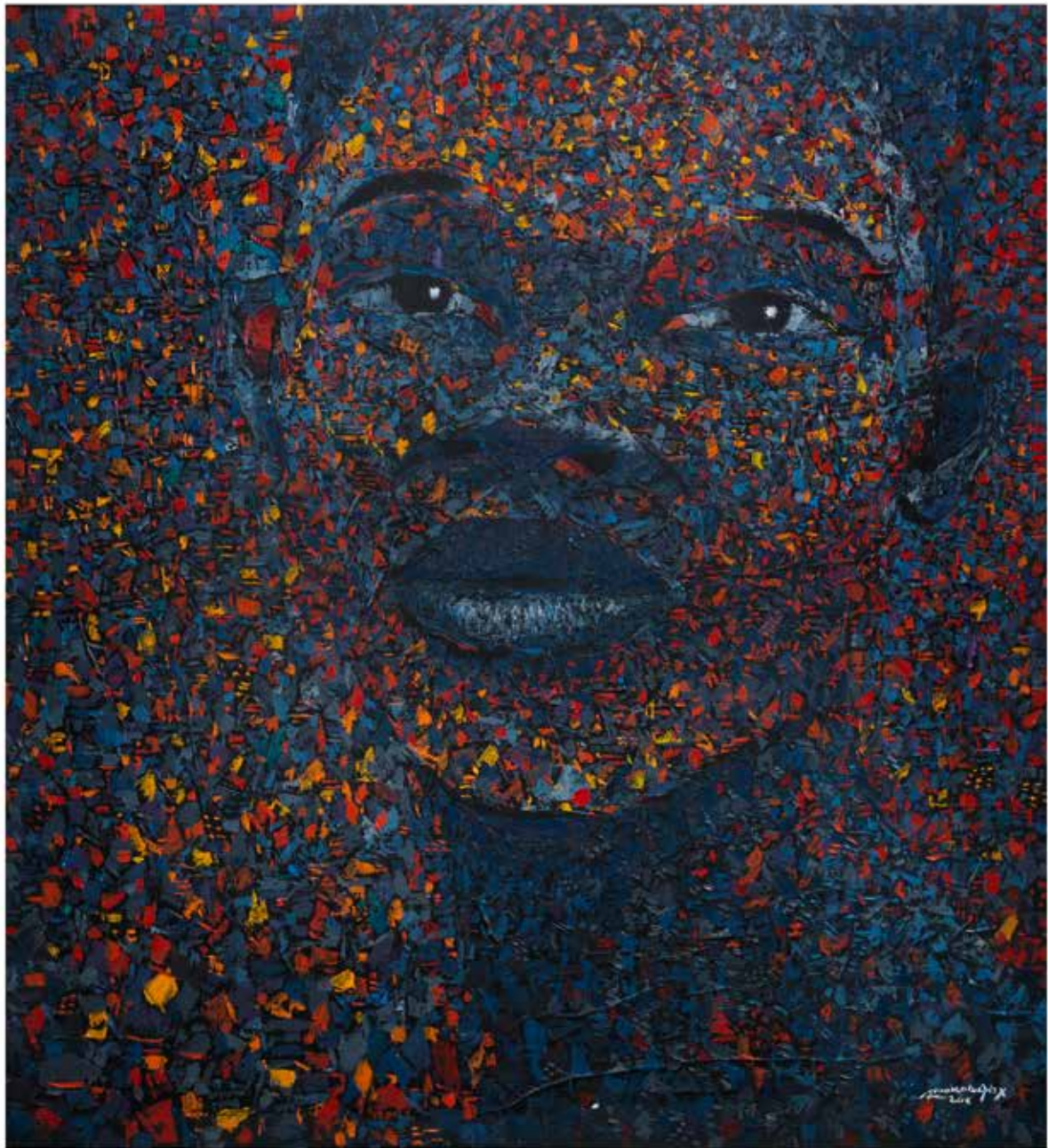
€3,600 - 6,000

**Provenance**

Purchased from the artist in Lagos, 1988.

Private collection, USA.





51

**ALEX NWOKOLO (NIGERIAN, BORN 1963)**

Kofi

signed and dated 'NWOKOLOALEX/ 2016' (lower left); inscribed with artist's name, title, medium and date (verso)

oil on canvas

120.5 x 111cm (47 7/16 x 43 11/16in).

£4,000 - 6,000

US\$4,900 - 7,400

€4,800 - 7,100

**Provenance**

Purchased direct from artist, 2016.

Private collection, UK.





52



53

52 \*

**BEN OSAGHAE (NIGERIAN, BORN 1962)**

'Arise o' compatriots'

signed and dated 'Ben Osaghae 96' (lower right); inscribed with artist's name, title and date (verso)

oil on canvas

76.5 x 114cm (30 1/8 x 44 7/8in).

£2,000 - 3,000

US\$2,500 - 3,700

€2,400 - 3,600

53

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

The Dancing Star Ghost

titled, signed and dated 'The DANCING STAR GHOST/ Painting by Twins Seven Seven/ Box 68/Oshogbo/ 1969 Oct' (lower right)

oil and pen on board

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

£3,000 - 5,000

US\$3,700 - 6,200

€3,600 - 6,000



54 \*

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

A village scene

signed and dated 'BEN ENWONWU/ 1983(?)' (lower right)

oil on canvas

62 x 91cm (24 7/16 x 35 13/16in).

£20,000 - 30,000

US\$25,000 - 37,000

€24,000 - 36,000





55

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

Crucified Gods Galore  
signed and dated 'BEN ENWONWU / 1946' (lower right)  
oil on board  
76 x 64cm (29 15/16 x 25 3/16in).

£10,000 - 15,000  
US\$12,000 - 19,000  
€12,000 - 18,000

**Provenance**

Acquired directly from the artist.  
Thence by descent to the current owner.

**Exhibited**

London, Berkeley Galleries, solo exhibition, 1955.

**Literature**

Shell Magazine, 'A West African Artist', 1950, illustrated p. 209.

The present lot was purchased directly from Enwonwu in the late 1940s, when the already-established artist was undergoing formal training at the Slade in London:

"His teachers and students at the Slade searched his art for evidence of his African identity, and the artist sometimes indulged their expectations by producing images that depicted cultural activities in indigenous Nigerian societies. In fact, Enwonwu experimented with different techniques and styles that satisfied a demand for African themes in his art."

"Enwonwu's work during this period used positive images of his cultural traditions to revise cultural stereotypes of African cultures. He forestalled a perception of these images as romantic invocations of exotic rural life by locking them into a personal aesthetic framework derived from his earlier studies of Igbo and Edo visual culture."

"Artworks produced between 1945 and 1948 showed his unfolding interpretation of Africa as a cultural and ideological framework for his practice as a modern artist. These initial efforts were not free of exoticism."

The present lot may be an early version of *Crucified Gods Galore* 1967-68 (illustrated in Nkiru Nzegwu, 'Ben Enwonwu: Art from a sixty-year career: A retrospective', *Ijele: Art ejournal of the African world*, 2000, 1, 2). Enwonwu requested to borrow *Crucified Gods Galore* for his final solo exhibition at the Berkeley Gallery in 1955, which had represented him since 1948. 1955 was also the year in which he was awarded a Medal of the Order of the British Empire (MBE).

**Bibliography**

S.O. Ogbegie, *Ben Enwonwu: The Making of an African Modernist*, (Rochester, 2008), pp.72-3.



A photograph of the artist in his studio with the present lot.





56 \*

**KAINEBI OSAHENYE (NIGERIAN, BORN 1964)**

White abstract, circa 1997

signed 'Osahenye Kainebi' (lower left)

oil on canvas

93 x 164cm (36 5/8 x 64 9/16in).

£3,000 - 5,000

US\$3,700 - 6,200

€3,600 - 6,000



57 \*

**TSHIBUMBA KANDA MATULU (DEMOCRATIC REPUBLIC OF CONGO, BORN 1947)**

Seven oils:

1. 'Stanley arrive au Congo avec les porteurs Angolais du malange'
2. 'Les Balubakat se revolterent contre leur chef (la mort du chef Kabongo)'
3. 'Attaque de l'O.N.U.'
4. 'Le grand chef Lumpungu pendu a Kabinda'
5. 'La mort de Bodson tue par m'siri a bunkeya au village bayeke'
6. 'Manifestation des etudiants a kin'
7. 'La revolte batetela'

all but one signed 'Tshibumba/ K.M.' and inscribed with titles (lower edge)  
oil on canvas

42 x 63cm (16 9/16 x 24 13/16in) (6); 62 x 40cm (24 7/16 x 15 3/4in)  
(1)

unstretched and unframed

(7)

£2,000 - 3,000

US\$2,500 - 3,700

€2,400 - 3,600

Tshibumba Kanda Matulu was born in 1947 in Lubumbashi, under Belgian rule. He originally intended to become a teacher, but his studies were interrupted by the violence following the Katanga secession in 1960. Determined to find an alternative way of educating his community, Tshibumba began to experiment with the medium of paint. His chief aim was to create a visual narrative documenting Congolese history from pre-colonial times to the present. An autodidact, Tshibumba had no formal artistic instruction. He finally established himself as a professional artist in 1969. His output was prodigious until 1981; no further works have appeared since then. It is not clear why the artist suddenly ceased production. Zaire suffered an

economic crisis in the early 1980s; it is possible Tshibumba was simply responding to a decline in demand. Recent attempts to contact the artist have proved unsuccessful.

Tshibumba's aesthetic is an example of Popular Painting, a genre that emerged in Zaire in the 1920s. The style witnessed a resurgence after the Republic of Congo was granted independence in 1960. Young artists desired an aesthetic that expressed their distinct national identity. The self-taught artists who pioneered Popular Painting primarily depicted everyday occurrences in the urban centres of Kinshasa and Lubumbashi. Their naive style offered an alternative to the prevailing aesthetic taught in Western art academies. The Congolese artists of the 1960s and 70s began to create works that explored their ancestral origins, colonial history and aspirations for the newly-independent nation.

These seven paintings are from Tshibumba's narrative series *The History of Zaire*. They depict key moments in Congolese history, from the arrival of the British explorer Sir Henry Stanley to the massacre of university students by Mobutu's commandos. The works are highly personal interpretations, shaped by the artist's childhood experiences of Belgian rule. The series also openly criticizes President Mobutu, challenging the Second Republic's official narratives and exposing the regime's economic mismanagement and corruption.

Chronologically, the earliest event depicted is Sir Henry Stanley's arrival in the Congo. The moment was of great symbolic importance to the artist, representing the high point of European colonialism. Stanley and fellow explorers justified their presence in Africa through religion, dressing up their intervention as missionary work. Tshibumba's painting punctures this myth; Stanley dressed in pristine white clothes strides into Katanga whilst his black Congolese carriers struggle to keep up weighed down by his cases. Far from bringing enlightenment, the villagers flee in fear at the sight of Stanley.





*Attaque de l'ONU* depicts UN planes bombing the Gecamines mines at Lumbumbashi. Gecamines had witnessed the development of large Belgian settlements during colonial rule. When the Democratic Republic of Congo achieved independence in 1960, the election of Patrice Lumumba resulted in widespread discontent in the region. The mining region of Katanga formally seceded, causing Lumumba to appeal to the UN for assistance. Initially the UN opposed direct intervention; however, a force was deployed to quell the secessionist movement when Lumumba threatened to approach the Soviet Union.

One of the last paintings in the series, *Manifestation des Etudiants a Kinshasa*, depicts uniformed soldiers opening fire on unarmed students on the steps of Kinshasa University. The painting reveals Mobutu's use of military violence to suppress any form of political opposition.

#### Bibliography

S. Diop ed. *53 Echoes of Zaire: Popular Painting from Lubumbashi, DRC*. Sulger-Buell Lovell Gallery & the Africa Centre exhibition catalogue (London, 2015) pp.19-71.  
 J. Fabian, *Remembering the Present: Painting and Popular History in Zaire*. (London, 1996).





58



59

58 \*

**JOSEPH BERTIERS (KENYAN, BORN 1963)**

It is hell in Britain  
signed and dated 'BERTIERS/ 4/96' (lower right)  
oil on panel

91.5 x 122cm (36 x 48 1/16in).

£3,000 - 5,000

US\$3,700 - 6,200

€3,600 - 6,000

59 \*

**JOSEPH BERTIERS (KENYAN, BORN 1963)**

Sympathy  
signed and dated 'BertiERS/ 4/03' (lower right);  
oil on panel

61 x 91cm (24 x 35 13/16in).

£3,000 - 5,000

US\$3,700 - 6,200

€3,600 - 6,000



60

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

Dancing spirit

signed and dated 'BEN ENWONWU/ 1980' (lower left)

oil on canvas

77 x 48cm (30 5/16 x 18 7/8in).

unframed

£20,000 - 30,000

US\$25,000 - 37,000

€24,000 - 36,000





61

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

'Can it be True'  
signed 'Grillo/ 92' (lower left) and again 'Yusuf Grillo/ 1986-1992'  
(lower right)  
oil on board  
122 x 91.5cm (48 1/16 x 36in).

£60,000 - 90,000  
US\$74,000 - 110,000  
€71,000 - 110,000

**Provenance**

Private collection, Lagos.

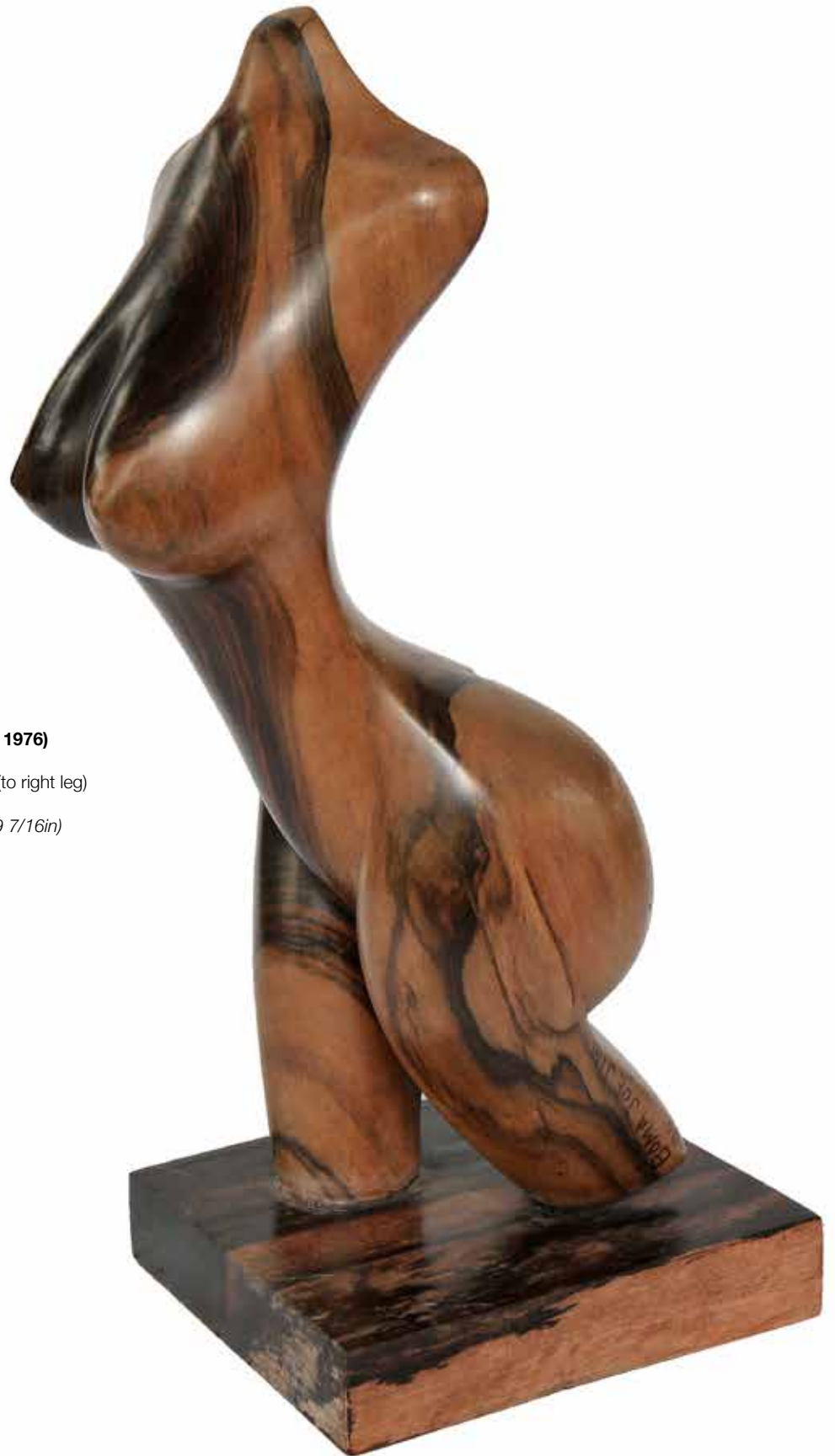
**Exhibited**

Lagos, Arthouse The Space, *Igi Araba: An exhibition and retrospective of works by Yusuf Grillo*, 2015.

**Literature**

Exhibition catalogue, *Igi Araba: An exhibition and retrospective of works by Yusuf Grillo*, (Lagos, 2015). Illustrated p.17.





62 \*

**BOMA JOE JIM (NIGERIAN, BORN 1976)**

Female torso

signed and dated 'Boma Joe Jim 05' (to right leg)

wood

51 x 17 x 24cm (20 1/16 x 6 11/16 x 9 7/16in)

excluding base.

£3,000 - 5,000

US\$3,700 - 6,200

€3,600 - 6,000



63

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

Dancing figures (1972)

signed and dated 'BEN ENWONWU/ 1972' (lower left)  
watercolour on board

91 x 41cm (35 13/16 x 16 1/8in).

£2,000 - 3,000

US\$2,500 - 3,700

€2,400 - 3,600



64 \*

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

A forest path

signed and dated 'BEN ENWONWU/ 1973' (lower left)

oil on canvas

61 x 46cm (24 x 18 1/8in).

£12,000 - 18,000

US\$15,000 - 22,000

€14,000 - 21,000





65 \*

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

Bust of Boy (Okpu Musa of Benin), 1949

ebony

83 x 23 x 23cm (32 11/16 x 9 1/16 x 9 1/16in) including base.

£20,000 - 30,000

US\$25,000 - 37,000

€24,000 - 36,000

**Provenance**

The collection of Dr. Nathan and Prof. Eleanor Maccoby, Stanford University, USA.

**Exhibited**

London, Slade School of Fine Art, 1950.

London, Berkeley Gallery, 1950.

London, Galerie Apollinaire, July - August 1950. Cat. no. 12.

Washington D.C., Howard University, 1950.

Boston, Schweitzer Foundation Festival of Arts, 1950.

New York, Roosevelt House at Hunter College, 1950.

New York, Vassar College, 1950.

New York, Syracuse University, 1950.

Vermont, Bennington College, 1950.

This ebony bust was carved in Benin City, Nigeria in 1949, shortly after the artist had returned from the UK. Enwonwu had travelled to England in 1944 to study at Goldsmith's College and the Slade School of Fine Art in London. Here he was awarded a Diploma in painting and a first class degree in sculpture.

In 1950 Enwonwu embarked on a tour of the United States organised by the Harmon Foundation. In a transcript of an interview conducted during this period, he describes the work as follows:

"Bust of Boy is an ebony carving that I did out of Nigeria. This is abstract. It is one of my best animated sculptures. Not intended to be naturalistic, it is an exact picture of the boy from whom it was carved. But it is sculpture, good and strong, in its own merit.

This bust in ebony was sold to Dr. and Mrs. Maccoby who were present at the opening of my exhibition in London. They live in Boston. Dr. Maccoby is a professor at the Boston University. He bought this piece in London and it was brought over to him. Bust of Boy is one of my best pieces and it is a portrait as well as good material."

Prof. Eleanor Maccoby recalls the purchase as follows:

"We bought this sculpture in 1950, at the Slade Museum of Art in London. The sculptor, Ben Enwonwu, was spending a year there as visiting artist at the museum. We met him and told him we liked this sculpture very much and wanted to buy it. He told us that he would be very happy to sell it to us but asked if we would be willing to delay delivery of it. He told us he would soon be giving a series of shows at several different galleries in Europe and then the United States, and wanted to include it. One of the shows would be in Boston, where we then lived. He asked whether he could deliver it to us personally in Boston when his show opened there. Of course we agreed. Enwonwu...became perhaps the best known exemplar (and teacher) of 'modern' African art, working both in sculpture and painting. He rejected the label "African art", believing that all modern art had some roots in Africa."



66 \*

**ALEX NWOKOLO (NIGERIAN, BORN 1963)**

Elemental II

signed and dated 'Nwoko Alex 2008' (lower right); inscribed with artist's name, title and date (verso)

oil on canvas

86.5 x 86cm (34 1/16 x 33 7/8in).

£3,000 - 5,000

US\$3,700 - 6,200

€3,600 - 6,000

67

**JAK MOSES KATARIKAWA (UGANDAN, BORN 1940)**

Village scene with women and cattle  
signed 'JAK.KATARIKAWA' (lower left)

oil on canvas

55 x 86.5cm (21 5/8 x 34 1/16in).

£2,000 - 3,000

US\$2,500 - 3,700

€2,400 - 3,600

## NOTICE TO BIDDERS

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

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

### 1. OUR ROLE

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

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

### 2. LOTS

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

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

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

### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

#### **Contractual Description of a Lot**

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

#### **Estimates**

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

#### **Condition Reports**

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

#### **The Seller's responsibility to you**

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

#### **Bonhams' responsibility to you**

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

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

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

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

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

#### **Alterations**

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

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

### 4. CONDUCT OF THE SALE

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

### 5. BIDDING

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



## Bidding in person

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

## Bidding by telephone

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

## Bidding by post or fax

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

## Bidding via the internet

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

## Bidding through an agent

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

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

require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

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

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

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

Under the *Buyer's Agreement*, a premium (the *Buyer's Premium*) is payable to us by the *Buyer* in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it. Storage charges and *Expenses* are also payable by the *Buyer* as set out in the *Buyer's Agreement*. All the sums payable to us by the *Buyer* are subject to *VAT*. For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* on each lot purchased:

25% up to £100,000 of the *Hammer Price*  
20% from £100,001 to £2,000,000 of the *Hammer Price*  
12% from £2,000,001 of the *Hammer Price*

The *Buyer's premium* is payable for the services to be provided by *Bonhams* in the *Buyer's Agreement* which is contained in the *Catalogue* for this *Sale* and for the opportunity to bid for the *Lot* at the *Sale*.

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 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*. Unless agreed by us in advance payments made by anyone other than the registered *Buyer* will not be accepted. Payment will have to be by one of the following methods (all cheques should be made payable to *Bonhams* 1793 Limited). *Bonhams* reserves the right to vary the terms of payment at any time.

**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;

**Cash:** you may pay for *Lots* purchased by you at this *Sale* with notes, coins or travellers cheques 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, notes or travellers cheques;

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

Bank: National Westminster Bank Plc  
Address: PO Box 4RY  
250 Regent Street  
London W1A 4RY  
Account Name: Bonhams 1793 Limited Trust Account  
Account Number: 25563009  
Sort Code: 66-00-27  
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.

**Debit cards:** there is no additional charge for purchases made with personal debit cards, issued by a UK bank. Debit cards issued by an overseas bank, deferred and company debit cards and all credit cards will be subject to a 2% surcharge;

**Credit cards:** Visa and Mastercard only. Please note there is a 2% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

**China UnionPay (CUP) debit cards:** No surcharge for using CUP debit cards will apply on the first £100,000 invoiced to a *Buyer* in any *Sale*; a 2% surcharge will be made on the balance over £100,000.

## 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

Please refer all enquiries to our shipping department on:  
Tel: +44 (0)20 8963 2850/2852 Fax: +44 (0)20 8963 2805  
Email: shipping@bonhams.com

## 12. EXPORT/TRADE RESTRICTIONS

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

## 13. CITES REGULATIONS

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

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

## 14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or

indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

## 15. BOOKS

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

## 16. CLOCKS AND WATCHES

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

## 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

### Proof of Firearms

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

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

### Guns Sold as Parts

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

### Condition of Firearms

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

## Original Gun Specifications Derived from Gunmakers

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

## Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

## Taxidermy and Related Items

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

## 18. FURNITURE

### Upholstered Furniture

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

## 19. JEWELLERY

### Gemstones

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

### Estimated Weights

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

### Signatures

#### 1. A diamond brooch, by Kutchinsky

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

#### 2. A diamond brooch, signed Kutchinsky

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

#### 3. A diamond brooch, mounted by Kutchinsky

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

## 20. PHOTOGRAPHS

### Explanation of *Catalogue* Terms

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

## 21. PICTURES

### Explanation of *Catalogue* Terms

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

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

## 22. PORCELAIN AND GLASS

### Damage and Restoration

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

## 23. VEHICLES

### The Veteran Car Club of Great Britain

#### Dating Plates and Certificates

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

## 24. WINE

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

### Examining the wines

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

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

### Corks and Ullages

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

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

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

### Options to buy parcels

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

### Wines in Bond

Wines lying in Bond are marked  $\Delta$ . 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 – Chateau bottled  
DB – Domaine bottled  
EstB – Estate bottled  
BB – Bordeaux bottled  
BE – Belgian bottled  
FB – French bottled  
GB – German bottled  
OB – Oporto bottled  
UK – United Kingdom bottled  
owc – original wooden case  
iwc – individual wooden case  
oc – original carton



## SYMBOLS

### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

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

### DATA PROTECTION – USE OF YOUR INFORMATION

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

### APPENDIX 1

#### CONTRACT FOR SALE

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

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

#### 1 THE CONTRACT

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

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

#### 2 SELLER'S UNDERTAKINGS

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

#### 3 DESCRIPTIONS OF THE LOT

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

#### 4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

#### 5 RISK, PROPERTY AND TITLE

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

#### 6 PAYMENT

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

#### 7 COLLECTION OF THE LOT

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

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

## APPENDIX 2

### BUYER'S AGREEMENT

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

#### 1 THE CONTRACT

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

#### 2 PERFORMANCE OF THE CONTRACT FOR SALE

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

### 3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the Notice to Bidders, you must pay to us by not later than 4.30pm on the second working day following the Sale:
- 3.1.1 the Purchase Price for the Lot;
- 3.1.2 a Buyer's Premium in accordance with the rates set out in the Notice to Bidders on each lot, and
- 3.1.3 if the Lot is marked [AR], an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2 You must also pay us on demand any Expenses payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the Buyer's Premium, the Commission payable by the Seller in respect of the Lot, any Expenses and VAT and any interest earned and/or incurred until payment to the Seller.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the Purchase Price, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the Purchase Price of each Lot and secondly pro-rata to pay all amounts due to Bonhams.

### 4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified, by 4.30pm on the seventh day after the Sale.
- 4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.

- 4.4 If you have not collected the Lot by the date specified in the Notice to Bidders, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "Storage Contract") with the Storage Contractor for the storage of the Lot on the then current standard terms and conditions agreed between Bonhams and the Storage Contractor (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.
- 4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.
- 4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.
- 4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any Expenses we incur (including any charges due under the Storage Contract), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

### 5 STORING THE LOT

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

### 6 RESPONSIBILITY FOR THE LOT

- 6.1 Only on the payment of the Purchase Price to us will title in the Lot pass to you. However under the Contract for Sale, the risk in the Lot passed to you when it was knocked down to you.
- 6.2 You are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.



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

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

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

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

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

## 11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

## 12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

## 13 GOVERNING LAW

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

## DATA PROTECTION – USE OF YOUR INFORMATION

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

## APPENDIX 3

### DEFINITIONS AND GLOSSARY

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

### LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Website"** *Bonhams Website* at [www.bonhams.com](http://www.bonhams.com)

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

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

## GLOSSARY

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

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

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

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

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

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

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

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

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

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

## SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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



# Bonhams Specialist Departments

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

## 19th Century Paintings

UK  
Charles O' Brien  
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U.S.A.  
Madalina Lazen  
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## 20th Century British Art

Matthew Bradbury  
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## Aboriginal Art

Francesca Cavazzini  
+61 2 8412 2222

## African, Oceanic & Pre-Columbian Art

U.S.A.  
Fredric Backlar  
+1 323 436 5416

## American Paintings

Kayla Carlsen  
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## Antiquities

Siobhan Quin  
+44 20 7468 8225

## Antique Arms & Armour

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

## Art Collections, Estates & Valuations

Harvey Cammell  
+44 (0) 20 7468 8340

## Art Nouveau & Decorative Art & Design

UK  
Mark Oliver  
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U.S.A.  
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## Australian Art

Merryn Schriever  
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