

THE MARINE SALE

Wednesday 13 April 2016
Knightsbridge, London



Bonhams







THE MARINE SALE

Wednesday 13 April 2016 at 2pm
Knightsbridge, London

BONHAMS

Montpelier Street
Knightsbridge
London SW7 1HH
www.bonhams.com

VIEWING

Sunday 10 April
11am – 3pm
Monday 11 April
9am – 4:30pm
Tuesday 12 April
9am – 4:30pm
Wednesday 13 April
9am – 12pm

BIDS

+44 (0) 20 7447 7447
+44 (0) 20 7447 7401 fax
To bid via the internet please visit
www.bonhams.com

Please note that bids should be submitted no later than 24 hours before the sale. New bidders must also provide proof of identity when submitting bids. Failure to do this may result in your bids not being processed.

Always confirm with the bids office that faxed bids have been received. Bidding by telephone will only be accepted on a lot with a lower estimate in excess of £500.

LIVE ONLINE BIDDING IS AVAILABLE FOR THIS SALE

Please email bids@bonhams.com with "Live bidding" in the subject line 48 hours before the auction to register for this service.

Bonhams 1793 Limited

Registered No. 4326560
Registered Office: Montpelier Galleries
Montpelier Street, London SW7 1HH

+44 (0) 20 7393 3900
+44 (0) 20 7393 3905 fax

ENQUIRIES

Pictures

Rhyanon Demery
+44 (0) 20 7393 3865
rhyanon.demery@bonhams.com

Veronique Scorer

+ 44 (0) 20 7393 3962
veronique.scorer@bonhams.com

Works of Art

Claire Tole-Moir
+ 44 (0) 20 7393 3984
claire.tolemoir@bonhams.com

PRESS ENQUIRIES

press@bonhams.com

CUSTOMER SERVICES

Monday to Friday
8.30am – 6pm
+44 (0) 20 7447 7447

SALE NUMBER

23271

CATALOGUE

£15

Please see page 2 for bidder information including after-sale collection and shipment

Please see back of catalogue for important notice to bidders

ILLUSTRATIONS

Front cover: Lot 73
Back cover: Lot 22
Inside front cover: Lot 67
Inside back cover: Lot 52
Opposite page: Lot 21
Before end paper: Lot 57
Index: Lot 69

IMPORTANT INFORMATION

In February 2014 the United States Government announced the intention to ban the import of any ivory into the USA. Lots containing ivory are indicated by the symbol Φ printed beside the Lot number in this catalogue.



Bonhams 1793 Ltd Directors

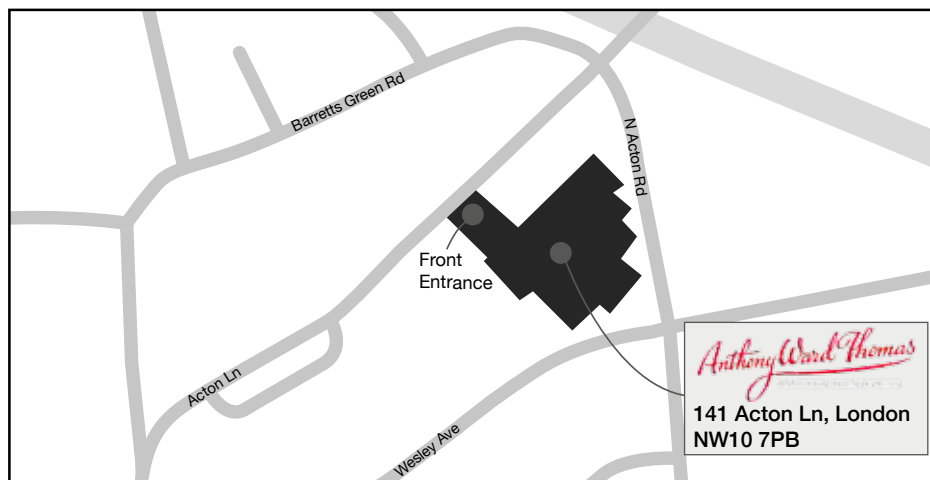
Robert Brooks Co-Chairman,
Malcolm Barber Co-Chairman,
Colin Sheaf Deputy Chairman,
Matthew Girling CEO,
Patrick Meade Group Vice Chairman,
Geoffrey Davies, James Knight,
Caroline Oliphant.

Bonhams UK Ltd Directors

Colin Sheaf Chairman,
Harvey Cammell Deputy Chairman,
Jonathan Baddeley, Antony Bennett, Matthew Bradbury, Lucinda Bredin, Simon Cottle, Andrew Currie, Paul Davidson, Jean Ghika, Charles Graham-Campbell, Miranda Leslie, Richard Harvey, Robin Hereford, Asaph Hyman, David Johnson, Charles Lanning,

Gordon McFarlan, Andrew McKenzie, Simon Mitchell, Jeff Muse, Mike Neill, Charlie O'Brien, Giles Peppiatt, Peter Rees, Iain Rushbrook, John Sandon, Tim Schofield, Veronique Scorer, James Stratton, Ralph Taylor, Shahin Virani, David Williams, Michael Wynell-Mayow, Suzannah Yip.

SALE INFORMATION



BIDS

+44 (0) 20 7447 7447
+44 (0) 20 7447 7401 fax
To bid via the internet please visit
www.bonhams.com

PAYMENTS

Buyers
+44 (0) 20 7447 7447
+44 (0) 20 7447 7401 fax

Sellers

Payment of sale proceeds
+44 (0) 20 7447 7447
+44 (0) 20 7447 7401 fax

VALUATIONS, TAXATION & HERITAGE

+44 (0) 20 7468 8340
+44 (0) 20 7468 5860 fax
valuations@bonhams.com

CATALOGUE SUBSCRIPTIONS

To obtain any Bonhams catalogue or to take out an annual subscription:
Subscriptions Department
+44 (0) 1666 502200
+44 (0) 1666 505107 fax
subscriptions@bonhams.com

SHIPPING

For information and estimates on domestic and international shipping as well as export licenses please contact Bonhams Shipping Department on:
+44 (0) 20 8963 2849
+44 (0) 20 8963 2850
+44 (0) 20 7629 9673 fax
shipping@bonhams.com

ELECTRICAL EQUIPMENT

All electrical equipment in this sale has either been tested by a suitably qualified electrician or has been operationally disabled. If the intention is to reconnect this equipment we recommend that this is carried out by a suitably qualified electrician.

IMPORTANT NOTICE

A surcharge of 2% is applicable when using Mastercard, Visa and overseas debit cards.

The following symbol is used to denote that VAT is due on the hammer price and buyer's premium

† VAT 20% 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

Y These lots are subject to CITES regulations, please read the information in the back of the catalogue.

BUYERS COLLECTION & STORAGE AFTER SALE

Sold lots, unless marked WT, will remain in the Collections room at Bonhams Knightsbridge for a period of not less than 14 calendar days from the sale date.

Lots 23-121 - if not collected by Wednesday 27 April 2016 will be returned to the department & storage Charges may apply.

Lots 1-9 & 19-20 - if not collected by Wednesday 27 April 2016 will be removed to the warehouse of Ward Thomas Removals Ltd where charges will be payable.

LOTS MARKED WT

All lots marked WT (Lots 10-18 & 21-22) will be removed to Ward Thomas Removals Ltd 141 Acton Lane from 9.00am on Thursday 14 April 2016.

PLEASE NOTE

Bonhams & Ward Thomas Removals Ltd will be closed Monday 2 May 2016 & will reopen at 9.00am Tuesday 3 May 2016.

COLLECTION

Lots will be available for collection from Ward Thomas Removals Ltd on Monday 18 April 2016 from 9.30am and then every working day between 9.30am and 4.30pm. (Please note buyers need to be onsite at Ward Thomas Removals Ltd by 4.00pm). A booking email or phone call will be required to ensure lots are ready at time of collection.

STORAGE AND HANDLING CHARGES ON SOLD LOTS RETURNED TO WARD THOMAS REMOVALS LTD

Storage

Storage will be free of charge for the first 14 calendar days following the sale, charges commence at the start of business on Wednesday 27 April 2016.

After the storage-free period the following charges apply:
£4.00 + VAT per week day for small lots (requiring up to 1 man to handle)
£8.00 +VAT per week day for normal lots (requiring up to 2 men to handle)
£15.00 + VAT per week day for oversized lots (requiring more than 2 men or mechanical handling)

Handling

After the first 14 calendar days following the sale, the following handling charges apply:
£35.00 + VAT per lot for small lots (requiring up to 1 man to handle)
£40.00 + VAT per lot for normal lots (requiring up to 2 men to handle)
£45.00 +VAT per lot for oversized lots (requiring more than 2 men or mechanical handling)

Loss and Damage

All items removed to Ward Thomas Removals Ltd are covered for loss or damage at the sum of the hammer price plus the buyer's premium at a rate of 0.4% of the invoice value plus IPT of 9.5%, payable annual

Payment

All charges due to Ward Thomas Removals Ltd must be paid by the time of collection from their warehouse.

Payment in Advance

(Telephone to ascertain amount due) by: cash, cheque with banker's card, credit, or debit card, or travellers cheque.

Payment at time of collection by:

cash, cheque with banker's card, credit, or debit card, or travellers cheque.

Lots may only be released from Ward Thomas Removals Ltd on production of the "Collection Order" obtained from the cashier's office at Bonhams and a form of photographic I.D. if a third party is collecting on a client's behalf, they must also produce a client's letter of authorization. The removal and / or storage by Ward Thomas Removals Ltd of any Lots will be subject to their standard Conditions of Business, copies of which are available at Bonhams.

Please note in particular the following:

1. Ward Thomas Removals Ltd do not accept liability for loss or damage, due to negligence or otherwise, exceeding either the sale price of such goods or at their option the cost of repairing or replacing the damaged or missing goods.
2. Ward Thomas Removals Ltd reserve a lien over all goods in their possession for payment of storage and all other charges due to them.

Contact details for Ward Thomas Removals Ltd:

Alana Wright
Tel : +44(0) 20 7038 0449
Fax: +44(0) 20 7038 0439
Email: alana@ward-thomas.co.uk





1



2



3



4

1

A SHELL-WORK SAILOR'S VALENTINE, WEST INDES, 19TH CENTURY

the octagonal mahogany case with pink, green and white shells and rose motif in the centre, with glazed top, (a few loose shells), 9 ins (23cm) wide

£400 - 600
 €520 - 780
 US\$570 - 850

2

A SAILOR'S WOOLWORK PICTURE OF THE 'ROYAL ALBERT',
 flying the white ensign off the French coastline, in maple frame, the picture 19 1/4 x 24 1/2 ins (49.5 x 62cm)

£500 - 700
 €650 - 910
 US\$710 - 1,000

3

A SAILOR'S WOOLWORK PICTURE OF H.M.S 'VICTOR EMANUEL',

the circular portrait surmounted by coronet and flanked by red and white ensigns with banner title below, in maple frame, the picture 17 x 19 1/2 ins (43 x 49.5cm)

£600 - 800
 €780 - 1,000
 US\$850 - 1,100

4

A LORD KELVIN PATENT DRY CARD SHIP'S COMPASS,
 SCOTTISH, CIRCA 1890,

in brass case and mahogany carrying case, 6 ins (15cm) diam.

£600 - 900
 €780 - 1,200
 US\$850 - 1,300

5

A SHIP'S BELL REPUTED TO BE FROM H.M.S. 'MARS',

the brass bell engraved *H.M.S 'Mars'* complete with clapper, with paper label applied to the inside with manuscript "*The Bell of H.M.S MARS A gift to J.Doyle Esq from Thos. Northand R.N. Tradalgar Oct 21st 1805*" and another typed label stating "*reputed to be the bell from 'H.M.S Mars' which fought at Trafalgar*", 8 1/4 ins (21cm) diam

£1,500 - 2,000
€1,900 - 2,600
US\$2,100 - 2,800

H.M.S. 'Mars' was a 74-gun ship of the line launched at Deptford in October 1794. Mars fought at Trafalgar where she was heavily damaged as she took fire from five different French and Spanish seventy-fours. Among the 29 killed and 69 wounded in the action was her captain, George Duff.

Provenance

Wallis & Wallis auction, "*Contents of the Waterloo Museum, Broadstairs*", lot 319, 16th November 1999.



5

6

A BRASS SIGNAL TAMPION FROM THE ROYAL YACHT 'VICTORIA & ALBERT', ENGLISH, LATE 19TH CENTURY,

brass tampion cast in relief with V & A monogram within a rope motif border, 7 1/2 ins (19cm) diameter

£600 - 900
€780 - 1,200
US\$850 - 1,300



6

7

A SHIP'S BELL, H.M.S 'CARDIFF', D108, 1979,

chromed finish, with black in-filled lettering and broad arrow. Painted crown finial, with clapper, 10 1/2 ins (26cm) diam

£2,500 - 3,500
€3,200 - 4,500
US\$3,600 - 5,000

HMS 'Cardiff', a Type 42 batch 1 Destroyer. Built by Vickers Shipbuilding and Engineering and launched on 22 February 1974. Serving with the Task Force in the Falklands in 1982, she escaped undamaged, but was involved in a 'friendly fire' incident with an Army helicopter. She subsequently took part in the 1st Gulf War in 1991 and served with the Armilla Patrol in 2003. *H.M.S 'Cardiff'* was decommissioned in July 2005 at Portsmouth.

Provenance

Bonhams Knightsbridge, MOD disposal auction, lot 195, 28 November 2007



7

8

A CAST BRASS LOUD HAILER, ENGLISH, 19TH CENTURY,

of flared trumpet form with shaped mouth piece, 13 1/2 ins (34.5cm) long

£300 - 400
€390 - 520
US\$430 - 570



8



9

9

A VICE-ADMIRAL'S FLAG REPUTED TO BE THAT OF VICE-ADMIRAL SIR FREDERICK STURDEE, 1916,

with period caption "The Original Flag of Vice-Admiral Sir Frederick C. Doveton Sturdee Bart. K.C.B. C.V.O. C.M.G. flown by H.M.S. 'Benbow' at the Battle of Jutland, which occurred on the night of May 31st to June 1st 1916. Presented to Arthur N.Hill, by S.C.Burgess, chief Yeoman of Signals, H.M.S. 'Benbow', The distinguishing feature of this Flag is its miniature size; in normal times it would be very much larger, but in action is greatly reduced as shown, so as not to divulge to the Enemy that this was a Flag Ship carrying an Admiral on board", mounted in modern glazed frame, the flag 15 x 17 ins (38 x 43cm)

£3,000 - 5,000
 €3,900 - 6,500
 US\$4,300 - 7,100

H.M.S 'Benbow' was an Iron Duke-class battleship of the Royal Navy, the third ship of the class and the third ship to be named in honour of Admiral John Benbow. She led one of the squadrons of the Fleet in the major naval engagement of World War I, The Battle of Jutland in 1916.

The Battle of Jutland was a naval battle fought between 31 May - 1 June 1916 by the British Royal Navy's Grand Fleet, against the Imperial German Navy's High Seas Fleet during the First World War. Situated in the North Sea, near the coast of Denmark's Jutland Peninsula, it was the largest naval battle and the only full-scale clash of battleships in the war. On the evening of the 31st May when the sun was lowering on the western horizon, back-lighting the German forces, and nightfall, the two fleets - totalling 250 ships between them - directly engaged twice. Fourteen British and eleven German ships were sunk, with great loss of life.

10 WT

A SHIP'S FIGUREHEAD FROM 'GRACE' OF SALCOMBE, ENGLISH, CIRCA 1860'S,

the carved and painted wooden female figure dressed in fashionable attire in a toque with plumes and brooch; and a paletot (jacket) with stand collar and carved scalloped ribbon, complete with bonnet, also holding a bunch of flowers against her chest. Together with a telescope belonging to Captain Wyatt, and a watercolour of the wreck sketched by the youngest Trout brother in which he has captured the lifeboat carrying his other brothers as they ploughed through the gale in the Alfred Staniforth to reach the broken ship on the rocks at the foot of the Ness. The figurehead; 36ins (92cm) high

£8,000 - 12,000
 €10,000 - 16,000
 US\$11,000 - 17,000

The Salcombe Schooner 'Grace', at 87 tons, was lost on Teignmouth bar on 16 October 1907; she was a regular Newfoundland trader and was wrecked when coming in to load clay after discharging her codfish cargo at Exeter. Her Captain, at that time, was George Wyatt. Grace was under tow by the Exmouth tug Queen of the Exe, for the short voyage from the end of the Exeter Canal to Teignmouth. It was extremely rough on the day, and Grace bumped heavily on the bar at the entrance to Teignmouth harbour and unfortunately the tow-rope parted and she was driven ashore under the Ness Head. Fortunately, Captain Wyatt, his wife and crew were rescued by the combined efforts of the Coast Guard and pilots, while the lifeboat stood by. The Teignmouth Post reported that Grace's keel and planks were as good as new and that few who saw her could believe she was 38 years old and had made so many voyages to Newfoundland and back. Her bowsprit and figurehead were removed by Morgan Giles. The bowsprit was later incorporated in a skiff call Solitaire which was used for many years by members of the Morgan Giles family. The figurehead has remained in the Kingwell Wyatt family until today.

See: H.J Trump's 'Westcountry Harbours', 1976.



10



10



11



12



13

11 WT

A SHIP BUILDER'S HALF-BLOCK MODEL OF THE CARGO VESSEL 'ASCANIA', ENGLISH, CIRCA 1887,

the wooden model painted black above the waterline and maroon below, details include two truncated masts, cabins, skylights and funnel, mounted on mahogany wall plaque, serial numbers No.508 & No.509, 83 1/2 ins (212cm) long x 15 1/2 ins (39.5cm) high

£2,000 - 3,000
 €2,600 - 3,900
 US\$2,800 - 4,300

The cargo vessel 'Ascania', was built in 1887 by Sir W.G. Armstrong, of 'Mitchell & Co Ltd' on the site of Low Walker on behalf of the shipyard 'Hamburg-Amerika Linie', of Hamburg. She measured 3471.25 ins. and was equipped with a three-cylinder steam engine developing 210 Hp. She was commissioned in October 1887; and was shipwrecked in March 1924 after having struck an iceberg.

12 WT Y Φ

A SHIP BUILDER'S HALF-BLOCK MODEL OF THE THREE-MASTED SAILING SHIP 'LOTA', ENGLISH, CIRCA 1891,

the natural wood model of bread-and-butter construction painted black above the waterline with nickel-plated fittings and two lifeboats mounted on davits, in original glazed mahogany case with ivory maker's plate, 16 1/2 x 69 x 8 1/2 ins (42 x 175 x 22cm)

£3,000 - 5,000
 €3,900 - 6,500
 US\$4,300 - 7,100

'Lota' was built in 1891 by the shipyard 'Robert Thompson & Sons' on behalf of the ship-owner 'C. Donald, Adams & Co of Greenock'. It was sold in 1900 to the shipyard 'Turner, Edwards & Co.' of Bristol, who resold it in 1912 to the Norwegian shipyard 'Hannevig Chr'. In April 1915, it was transferred to the company 'Transatlantic Motor Ship Co.' and was equipped with a diesel auxiliary engine. On 19th September 1915, it sank with it's cargo of oil during a Philadelphia to Marseilles crossing, off the coast of Sable Island (Canada).

13 WT Y Φ

A SHIP BUILDER'S MODEL OF THE STEAM TRAWLER 'LOLIST', ENGLISH, CIRCA 1914,

the natural wood model painted black above the waterline and pink below, with superstructure drawn with doors, portholes and hatches, gilt-metal ventilator, winches, windlass and brackets and ivory trawl boards, mounted in mirror backed glazed mahogany case complete with maker's plaque, 18 1/2 x 40 1/2 x 6 1/2 ins (47.5 x 103 x 16.5cm)

£2,500 - 3,500
 €3,200 - 4,500
 US\$3,600 - 5,000

The steel steam trawler 'Lolista' was built in 1914 by the shipyard 'Smith's Dock Co Ltd', Middlesbrough on behalf of the shipyard 'William Robbins & Sons Ltd', in Lowestoft. It measured 32 m, and was equipped with a three-cylinder steam engine. It was registered at the district of Lowestoft under the Number "LT 427" in November 1914. From 1917 to 1919 it was requisitioned, and used for a "Fishery Reserve". In November 1924, it collided with the steam trawler 'Pride', with no casualties. In 1932 she was sold to the shipyard 'Bilton & Sons Ltd', in North Shields. In July 1937, while entering the port in thick fog, it seriously damaged its stem against the pier. It was sold in 1938 to the shipyard 'Den Fishing Co Ltd', in Dundee, before being resold in 1948 to the shipyard 'John Murray & L.G. Paterson' in Buckie. It was sold to a scrapyard in 1952.



14



15



16

14 WT Y Φ

A SHIP BUILDER'S HALF-BLOCK MODEL OF THE MERCHANT SHIP 'FLAMBRO', ENGLISH, CIRCA 1887,

the wooden model painted black above the waterline and cream below, mahogany superstructure with raised bridge, skylights and boxwood hatch-covers, in glazed mahogany case with ivory maker's plaque, 16 x 86 1/2 x 9 ins (41 x 219 x 23cm)

£2,500 - 3,500
 €3,200 - 4,500
 US\$3,600 - 5,000

This boat was built on behalf of the ship-owner "Smith Brothers & Co" in 1887 by the shipyards "W. Gray & Co with West Hartepool". It was repurchased in 1907 by the Spanish shipyard "Cia. Naviera Uriarte" and was renamed 'Uriarte' No.6. Which explains that this half-model, also renamed, was given to the new ship-owner at the same time as the vessel. The 'Flambro' steel cargo vessel measured 284 ft in length, 46 ft in width, and was equipped with a three-cylinder steam engine. It was lost at sea during a journey between Philadelphia and Sunderland, carrying a wheat cargo in December 1916.

15 WT

A SHIP BUILDER'S HALF-BLOCK WORKING MODEL OF 'WILLEDEN', ENGLISH, CIRCA 1905,

the shaped and painted wooden hull with inked notation overall, on wooden wall plaque, 9 ft 4 ins long x 14 1/2 ins high

£500 - 800
 €650 - 1,000
 US\$710 - 1,100

'Willesden' was a steel cargo vessel built under no. 762 in 1905 by the shipyard 'Armstrong, Whitworth & Co Ltd' located in Newcastle on behalf of the shipyard 'Brittany SS Co. Ltd' of London. It was 400 ft in length, and was equipped with a three-cylinder steam engine developing 462 Hp. In 1932, having arrived "at the end of its career", it was scuttled to form a breakwater in Vizagapatam, India.

16 WT Y Φ

A SHIP BUILDER'S HALF-BLOCK MODEL OF THE STEAM TRAWLER 'BLAKKUR', ENGLISH, CIRCA 1931,

the natural wood model painted black above the waterline, superstructure with hand-drawn windows, portholes and hatches, details include lifeboat on davits, nickel-plated winches, windlass and rails, and trawler boards. In mirror backed mahogany display case with ivory maker's plaque, 17 x 44 x 6 1/5 ins (43.5 x 112 x 16.5cm)

£2,500 - 3,500
 €3,200 - 4,500
 US\$3,600 - 5,000

The 'Blakkur' steel steam trawler with 99 Hp measured 47 ft, and moved at a speed of 11 knots. It was built in 1931 by the Shipyard 'Cook, Welton and Demmel Ltd' in Beverley Hull, on behalf of the shipyard 'Rinovia Steam Fishing Company'. It was registered in Grimsby under the number 'GY378' and was requisitioned in 1938 by the Royal Navy to turn it into a mine hunter under the name of 'HMT Rinovia'. In November 1940 she was blown up by a mine and sank.



17



18



19



20

17 WT

A SHIP BUILDER'S MODEL OF A PRIVATE STEAM YACHT, ENGLISH, CIRCA 1905,

the wooden model with projecting bowsprit painted black above the waterline and maroon below, gilt-metal fittings and two truncated masts, identification plate reads "Designed by AMO - 14 Feb. 1905", in mirror backed glazed mahogany case, 24 1/2 x 114 x 9 1/2 ins (61cm x 290 x 24cm)

£6,000 - 10,000
 €7,800 - 13,000
 US\$8,500 - 14,000

18 WT

A SHIP BUILDER'S HALF-BLOCK MODEL OF THE CARGO VESSEL 'BARDSEY', ENGLISH, CIRCA 1899,

the wooden model painted black above the waterline and pink below, nickel-plated fittings including anchor, windlass, ventilators, davits, deck compass, and screw, in mirror backed mahogany case with maker's plaque, 20 x 94 1/2 x 9 1/2 ins (51 x 240 x 24cm)

£3,000 - 5,000
 €3,900 - 6,500
 US\$4,300 - 7,100

'Bardsey' was a steel steam cargo vessel which was built in 1899 by the shipyard 'Richardson, Duck & Co', Thornaby (Stockton-On-Tees) on behalf of the ship-owner 'Farrar, Groves & Co. Ltd, London. It measured 339 ft, and was equipped with a triple-expansion steam engine developing 240 Hp, allowing her maximum speed to be 11 knots. It was sold in 1915 to the shipyard 'Barnett & Co' in London and renamed 'SS Pentyrch'. It was used to transport coal between the Tyne and Genoa, before being torpedoed off the coast of Brighton in April 1918 by the UB40 and sank.

19

AN EDWARDIAN POND YACHT, ENGLISH, EARLY 20TH CENTURY,

the mahogany hull painted black above the waterline and maroon below, lead weighted keel, gaff rigged with standing rigging and linen sails, 62 x 74 ins (158 x 188cm)

£800 - 1,200
 €1,000 - 1,600
 US\$1,100 - 1,700

20

A TWIN MAST VICTORIAN POND YACHT, ENGLISH, LATE 19TH CENTURY,

with standing rigging, linen sails, shaped wooden hull with lead keel, on later stand, 64 x 86 ins (163 x 193cm)

£700 - 1,000
 €910 - 1,300
 US\$1,000 - 1,400



21



Details

21^{WT}

'BAT' A WORKING SCALE MODEL RADIO CONTROLLED STEAM LAUNCH,

Built by Keith Townsend of Annan, Dumfriesshire in 1985 to a scale of 1:8, serial number 008.

Hull of timber, plank on frame, painted white to the waterline and red below with a dark green boot top, a varnished top strake with a gold leaf caveta. Fitted with a three blade brass propeller. Laid timber decks with notched king plank and wide mahogany covering boards.

Engine: Specially developed twin cylinder double acting, with 3/8ins stroke, four columns. Balanced web crank shaft with split big end bearings, five bearings, the outer two being miniature ball races. Copper vertical boiler, tested to 60psi, with mahogany cladding, incorporating a heat sink and low-profile gas burner, from special propane tank. Fitted with level glass, safety valve, pressure gauge, steam whistle and Windermere kettle.

Forward cockpit, lined with beaded panelling and fitted with slatted mahogany bench seats, central engine space, with removable laid decks for access to gas cylinder, engine and radio control gear for engine, steering and whistle. Aft cockpit lined with beaded panelling and fitted with slatted mahogany bench seats. There is a removable green surray top on brass poles. Inventory includes radio control transmitter and charger, toolbox and documentation. Mounted on brass crutches on a polished green stone base, in a custom made brass and mahogany display case. 47 1/2 x 14 1/2 x 16 1/2ins (125 x 37 x 42.5cm) The model: 40ins (102cm) long

£12,000 - 18,000
 €16,000 - 23,000
 US\$17,000 - 26,000

This is a superlative example of the work one of the finest model makers of the 20th century. Care of construction and painstaking attention to detail are evident throughout. The first example of this model was commissioned for the Windermere Steamboat Museum collection.

The steam launch *Bat* was built by Brockbank of Windermere to the design of her owner, Alfred Sladen in 1891. In 1904 she was used by Isaac Story and Jack Kitchen to conduct experiments in early radio control on the Lake, where she was steamed around the northern end with only a stoker on board. It is believed the first example of a vessel being controlled by radio. Found derelict at Bowness in 1966, she was rebuilt and now can be found in the Windermere Jetty, Museum of Boats, Steam and Stories. (Due to open in 2017)



22

22^{WT}

A SUPERB RADIO CONTROLLED MODEL OF THE STEAM LAUNCH 'BRANKSOME', 1896,

Built by Keith Townsend of Annan, Fife in 1992, to a scale of 1:12, serial number 007.

Hull of plank on frame construction in mahogany, walnut and lime wood, varnished to the waterline and painted below. With a gold caveta and decorative scrollwork to bow and beak head. Laid foredeck with life ring and painter, which lifts off to access the water tank. Forward cockpit with floor gratings and side bench seating, fitted with leather cushions and striped timber panelling. Central steering wheel. Engine space with timber clad central locomotive style boiler and white funnel, working Windermere steam kettle. Compound steam engine with glazed hinged cover and brass rails. A stoker's space to starboard, with hand wheel steering and folding seat and bunker space which houses the radio control gear. Walk space to port, which lifts for access to gas fuel bottle. Main cabin with loco-style raised central roof, and glazed wheelhouse with wooden steering wheel. Toilet compartment to port and galley space to starboard, with black and white chequer flooring. Main saloon with green carpet, curtains and velvet buttoned cushions. Aft cockpit with leather cushions and canvas awning. Aft deck with flagstaff and emergency steering post, fitted with a hatch to access the steering servo.

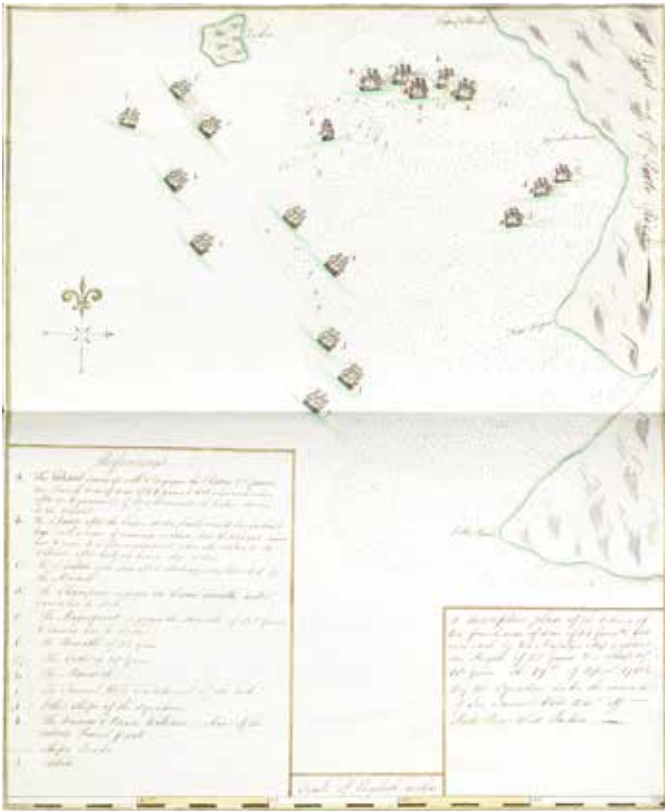
Engine: a specially commissioned twin cylinder, double acting, high performance working steam engine, designed to match the appearance of the full-size original, wooden lagging, mechanical feed pump and lubricator, onboard water reservoir. Specially constructed gas fired boiler with sight glass, clack valve, safety valve, regulator valve, pressure gauge and two auxiliaries. Tested to 85psi. Fitted with a Futaba radio control unit, for steering, throttle and whistle. 57 1/2 x 14 x 15 1/2ins (146 x 36.5 x 40cm) The model: 50ins (127cm) long

£20,000 - 30,000
€26,000 - 39,000
US\$28,000 - 43,000

A superlative example from the hands of this master model maker. Townsend built several copies of this model, the first commissioned for the new Windermere Steamboat Museum 1977.

SL Branksome was built for Mrs Edina Howarth of Langdale Chase by Brockbank of Windermere and launched as the *Lily* in 1896. One of the most luxuriously appointed steam launches on the lake; she cost almost four times that of most similar sized vessels and resided in a specially built boathouse. Mrs Howarth kept her until 1919 and she then passed to the Cowburn family, and was sold to George Pattinson, the founder of the Windermere Steamboat Museum around 1962. Fully restored by Pattinson and then the Museum, she was privileged to carry both HRH Prince Phillip (in 1966) and HRH Prince Charles in 1977 when the Steamboat museum was opened. Still in commission, she will feature in the new Windermere Jetty Museum, which is due to open in 2017.





23

23

COLONEL JOSHUA GOSSELIN (BRITISH, 1739-1813)

A descriptive plan of The Battle of the Mona Passage, 1782 inscribed 'A descriptive plan of the taking of two french men of war of 64 guns & 600/men each by His Majesty's ship Valiant, /one frigate of 32 guns & a sloop of/10 guns, the 19th of April 1782./By the squadron under the command/of Sir Samuel Hood Bart: off/Porto Rico, West Indies-' (lower right), with further inscriptions throughout pen, ink and watercolour 39.5 x 32cm (15 9/16 x 12 5/8in). unframed

£1,000 - 1,500
 €1,300 - 1,900
 US\$1,400 - 2,100

Provenance
 From the collection of the artist's family.

The Battle of the Mona Passage was a naval engagement in which a British fleet under Rear-Admiral Sir Samuel Hood overtook and captured four ships of a small French fleet. It took place in the Mona Passage in the Caribbean, a strait separating Hispaniola and Puerto Rico, shortly after the British victory of the Battle of the Saintes.

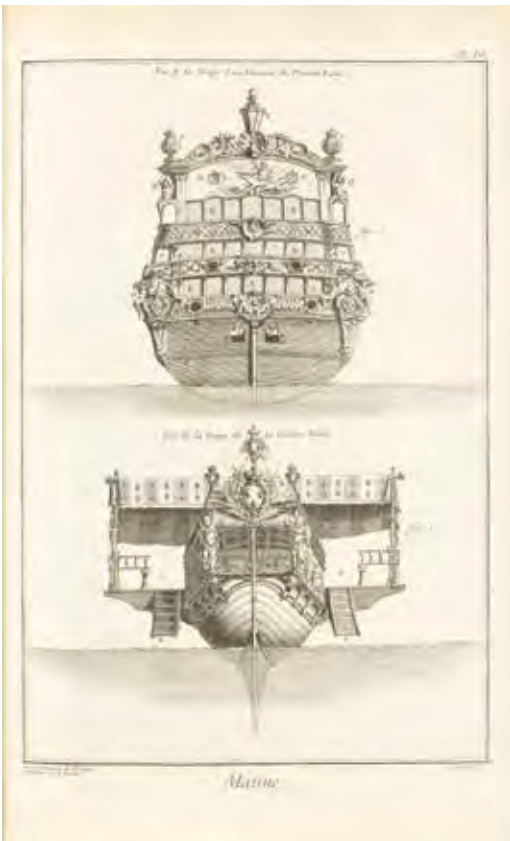
This action would have been of particular interest to Colonel Joshua Gosselin as his second son Thomas Le Marchant Gosselin (1765-1857), who had joined the navy as an officer on the 2nd August 1778, was on board the *Champion* commanded by Captain Hood when they captured two French line-of-battle ships, a frigate and a corvette on the 19th April 1782.

24

DIDEROT (DENIS) AND JEAN LE ROND D'ALEMBERT,

A collection of 44 engraved plates of naval subjects from the "Encyclopédie", calf, rebacked, folio [Geneva, c.1757-1779]

£600 - 800
 €780 - 1,000
 US\$850 - 1,100



24



25

25

JOSEPHUS JONES (SOUTH AFRICAN, 1769-1811)

Ships at anchor in Table Bay
 watercolour
 17.5 x 34cm (6 7/8 x 13 3/8in).

£1,500 - 2,000
€1,900 - 2,600
US\$2,100 - 2,800

Josephus Jones joined the military corps at the Cape of Good Hope in 1784, and made his first cartographic explorations during 1789–1790, assisting his Lieutenant, J.C. Frederici. They surveyed the South West coastal region between Cape Agulhas and Algoa Bay. The resulting map, including an agriculture census of the area, became part of the collection of Governor C.J. Van de Graaff during his term in office at the Cape (1785–1791).

Simultaneously, Jones also began plans for numerous Dutch East India Company posts along the South coast, also in the Van de Graaff Collection (cat. no. 244). In February 1791 he again assisted Frederici, this time in mapping St Helena Bay (cat. no. 278). Other works by him included a plan of the governor's house and gardens at Newlands (1791, cat. no. 286), and probably a plan of the country residence at Rondebosch (1791, cat. no. 289).

Jones became a prisoner of war during the British occupation after the first annexation of the Cape in 1795. However, after gaining employment as a draughtsman during the brief Batavian Republic (1803-1806), he remained employed by the government, even after the second Cape annexation by the British in 1806.

Many of Jones's early mappings now form part of the Van de Graaff Collection in the Topographical Institute in Delft, Netherlands. They are highly regarded for quality and advanced cartographic technique for the time.

Also known as an artist, two of Jones's watercolours are in the Fehr Collection, Cape Town, and two others, depicting the military camps at Wynberg and Rondebosch in 1805, are at Groot Constantia. His best known-work is a panorama of Cape Town drawn in 1808, consisting of six pen and watercolour drawings depicting a 360 degree view. It is now in the Rembrandt van Rijn Art Foundation at Stellenbosch.



26



27



28

26

THOMAS BUSH HARDY (BRITISH, 1842-1897)

Greenwich Pier
signed, inscribed and dated 'T.B.Hardy.1890/Greenwich Pier' (lower left)
watercolour
44.5 x 69.5cm (17 1/2 x 27 3/8in).

£3,000 - 5,000
€3,900 - 6,500
US\$4,300 - 7,100

27 *

CHARLES EDWARD DIXON (BRITISH, 1872-1934)

'Custom House London'
signed, inscribed and dated 'Custom House London, Charles Dixon/98' (lower left)
watercolour heightened with bodycolour
38 x 54cm (15 x 21 1/4in).

£1,000 - 1,500
€1,300 - 1,900
US\$1,400 - 2,100

28

CHARLES EDWARD DIXON (BRITISH, 1872-1934)

'Opposite Somerset House'
signed, inscribed and dated 'Off Somerset House/Charles Dixon/1914' (lower left)
watercolour
49.5 x 75cm (19 1/2 x 29 1/2in).

£5,000 - 7,000
€6,500 - 9,100
US\$7,100 - 10,000



29



30

29

WILLIAM LIONEL WYLLIE (BRITISH, 1851-1931)

Submarines and torpedo-boat destroyers entering Portsmouth
 bears a signature (lower left)
 oil on canvas
 56 x 76.2cm (22 x 30in).

£2,000 - 3,000
 €2,600 - 3,900
 US\$2,800 - 4,300

Provenance

The Estate of George Frederick Farman.
 Acquired from the above by the present owner.

30

WILLIAM LIONEL WYLLIE (BRITISH, 1851-1931)

Sail and steam, Gravesend Reach
 bears a signature 'W.L. Wyllie' (lower right)
 oil on canvas
 51 x 76.5cm (20 x 30 1/8in).

£1,500 - 2,000
 €1,900 - 2,600
 US\$2,100 - 2,800



31



32

31

WILLIAM LIONEL WYLLIE (BRITISH, 1851-1931)

The Pool of London
signed 'W L Wyllie' (lower right)
oil on canvas
21 x 41cm (8 1/4 x 16 1/8in).

£1,200 - 1,800
€1,600 - 2,300
US\$1,700 - 2,600

32 AR

GORDON ELLIS (BRITISH, 1921-1979)

HMS *Glasgow* with USS *Quincy* bombarding Cherbourg
signed '-Gordon Ellis-' (lower right) and inscribed 'The 6" Gun cruiser
HMS *Glasgow*/in company with the U.S. 8" Gun/cruiser "Quincy"
bombarding/Cherbourg/Gordon Ellis/7, Cochuo Street/Whitcreek/
Clydebank' (on label verso)
oil on canvas laid to board
45.5 x 61cm (17 15/16 x 24in).

£1,000 - 1,500
€1,300 - 1,900
US\$1,400 - 2,100



33



34



35

33 *

WILLIAM LIONEL WYLLIE (BRITISH, 1851-1931)

Launching a fishing boat, Saint-Valery-sur-Somme, France
signed 'W L Wyllie' (lower left)
watercolour
22.8 x 43.5cm (9 x 17 1/8in).

£1,000 - 1,500
€1,300 - 1,900
US\$1,400 - 2,100

Wyllie painted a series of works in Northern France during the mid 1870s. A watercolour by the artist depicting the same fishing boat in Saint-Valery-sur-Somme as the one in the present lot can be found in the collection of the National Maritime Museum in Greenwich, which is also illustrated in Roger Quarm and John Wyllie's book entitled *W.L. Wyllie* opposite page 88, plate 2.

34

ALMA CLAUDE BURLTON CULL (BRITISH, 1880-1931)

'The Lonely Shore, Isle of Wight'
signed and dated 'A.B.Cull 08' (lower left)
watercolour
22.5 x 40cm (8 7/8 x 15 3/4in).

£800 - 1,200
€1,000 - 1,600
US\$1,100 - 1,700

35

ENGLISH SCHOOL, 19TH CENTURY

The launching of the screw corvette H.M.S. *Esk* at Millwall, 12th June 1854
watercolour heightened with white
40 x 76.5cm (15 3/4 x 30 1/8in).

£1,500 - 2,000
€1,900 - 2,600
US\$2,100 - 2,800

Provenance

With N.R. Omell, London.
Anonymous sale, Bonhams, London, 13 Sept 2005, lot 120.
Ivan Atanasoff, London (acquired at the above sale).
Private collection, UK.

The classification 'screw corvette' did not exist in the Royal Navy until the beginning of 1854 when two frigates then under construction were reclassified using the new terminology. One of them was H.M.S. *Esk* and she was, by then, nearly ready for launching in John Scott Russell's yards at Millwall, on the Thames. Ordered in August 1852, her keel had been laid in April 1853 and she was launched with the usual style on 12th June 1854. Completed the same year, on 21st December, she displaced 1,737½ tons and measured 192 feet in length with a 36¼ foot beam. Screw-powered and fitted with a single expansion 657ihp. engine to give a speed of 9½ knots, she carried twenty 32-pounders as a broadside armament together with one much larger 10in./84pdr. cannon pivot-mounted amidships. After a relatively short but highly useful career, including service off New Zealand during the Maori Wars of the 1860s and elsewhere around the globe, she was broken up at Portsmouth in 1870.



36

36

WILLIAM EDWARD WEBB (BRITISH, 1862-1903)

Peel Harbour, Isle of Man
signed 'W Webb' (lower left)
oil on canvas
76 x 127cm (29 15/16 x 50in).

£5,000 - 7,000

€6,500 - 9,100

US\$7,100 - 10,000



37

37

HENRY REDMORE (BRITISH, 1820-1887)

Shipping in calm waters
signed and dated 'H Redmore 1869' (lower left)
oil on canvas
56.5 x 102cm (22 1/4 x 40 1/8in).

£12,000 - 18,000
€16,000 - 23,000
US\$17,000 - 26,000



38



39

38
JOHN CHRISTIAN SCHETKY (BRITISH, 1778-1874)

Marseilles
 bears an inscription 'Marseilles' (on old mount)
 watercolour
 22 x 30.2cm (8 5/8 x 11 7/8in).

£1,000 - 1,500
 €1,300 - 1,900
 US\$1,400 - 2,100

39
JOHN CHRISTIAN SCHETKY (BRITISH, 1778-1874)

'Launching Day': a Royal Navy frigate ready for launching at Pembroke Dock
 indistinctly inscribed in pencil (verso)
 watercolour with traces of pencil
 24.5 x 36cm (9 5/8 x 14 1/8in).

£500 - 700
 €650 - 910
 US\$710 - 1,000

The first ships built at Pembroke Dock for the Royal Navy were a pair of 20-gun frigates launched in 1816. Such was their success that more orders soon followed and many vessels, large and small, were subsequently built there throughout the whole of the nineteenth century. However, the absence of many of the usual ship-building facilities in this view suggests that this scene took place in the early years of the dockyard's existence.

We are grateful too Michael Naxton for his assistance with cataloguing this lot.

40

JOHN CHRISTIAN SCHETKY (BRITISH, 1778-1874)

Recollection of a van de Velde at Hampton Court, August 28 1837
inscribed in pencil 'Recollection[sic] of a Van de velde - /at Hampton Court/Augst 28-1837' (upper centre right)
watercolour and pencil
19 x 27cm (7 1/2 x 10 5/8in).

On the reverse is a pen and ink drawing of a lion figurehead and a pencil sketch of ships, indistinctly inscribed and dated 'Grey head?/taken at/Camperdown/(I believe)/from Louthembourg/Jn-26-1837' (below lion figurehead lower left).

£500 - 700
€650 - 910
US\$710 - 1,000



40

41

JOHN CHRISTIAN SCHETKY (BRITISH, 1778-1874)

Believed to be the Leith smack *Queen Charlotte*
bears an inscription 'Probably the Leith Smack "Queen Charlotte" which carried the mail between London and Leith in the early part of the 19th century and by which Schetky used to go to visit his old father in Edinburgh' (on old mount)
watercolour and traces of pencil
22 x 33cm (8 5/8 x 13in).
Together with a watercolour by the same hand of a Dutch ship in a squall, 23.5 x 53.6cm (9 1/4 x 21 1/5in). (2)

£500 - 700
€650 - 910
US\$710 - 1,000



41

42

JOHN CHRISTIAN SCHETKY (BRITISH, 1778-1874)

Portsmouth Harbour
signed 'J.C.Schetky' (upper left) and inscribed and dated 'Portsmouth Harbour/1812' (upper right)
pen and ink and wash
16.8 x 27.5cm (6 5/8 x 10 7/8in).
Together with another work on paper by the same hand depicting the Battle of Algiers, inscribed 'Battle of Algiers - Sketched 23 Oct. 1841 - and painted for the Earl of Hardwicke' (upper centre), 24.5 x 36cm (9 5/8 x 14 1/8in). (2)

£500 - 700
€650 - 910
US\$710 - 1,000



42



43



44

43 *

CHINESE SCHOOL, CHINA TRADE, CIRCA 1860

A British clipper ship off Hong Kong
oil on canvas
38.7 x 50.8cm (15 1/4 x 20in).

£1,000 - 1,500
€1,300 - 1,900
US\$1,400 - 2,100

Provenance

The Estate of T Jackson Curator of Marine Art, Smithsonian, D1983
(according to tag attached to the reverse).
Private collection, USA.

44

CHINESE SCHOOL, CHINA TRADE, EARLY 20TH CENTURY

Portrait of the mixed cargo vessel *Kouang-Si*
oil on canvas
44.5 x 60cm (17 1/2 x 23 5/8in).
unframed

£1,000 - 1,500
€1,300 - 1,900
US\$1,400 - 2,100

The *Kouang-Si*, the sistership of the *Yunnan*, was built by the Forges et Chantiers de la Méditerranée and was launched in 1904 for the Compagnie de l'Est Asiatique Français. It was purchased in new condition by Messageries Maritimes in May 1904. The Compagnie assigned it to the London-Dunkirk-Far-East route. Requisitioned during the First World War, it was torpedoed in 1917 at the peak of Cape Lizard. After being towed, it was saved and repaired. It was then assigned to the Far East routes until 1922, the year it was demolished. It was 426 ft in length, equipped with a steam engine; it moved at a speed of 13 knots and could take 45 passengers on board in first class, 48 in second class and 400 on the tween deck. The Nation expressed its gratitude to the crew on board: 'For the disciplined and energetic attitude shown by each of them during the towing and stranding operations after this ship was attacked by a torpedo on 21 September, 1917'.



45



46

45 *

CHINESE SCHOOL, CHINA TRADE, CIRCA 1860

The clipper ship *Lightning* of the Black Ball Line arriving off the coast of China

oil on canvas

53.3 x 66cm (21 x 26in).

£2,000 - 3,000

€2,600 - 3,900

US\$2,800 - 4,300

The clipper ship *Lightning* was built in 1854 in Boston by Donald McKay for James Baines of the Black Ball Line in Liverpool for the Australian gold rush. Baines needed to transport passengers and cargo to Australia and had been impressed by the huge American ships. When the famous James “Bully” Forbes became her captain, he drove her mercilessly, and *Lightning* began to set records. Unfortunately, *Lightning* caught fire at Geelong in Australia and attempts to control the fire were unsuccessful, so at around noon the decision was taken to sink her. She was towed out to the shoals in Corio Bay where she sank in 27 feet of water. Thence the shoals became known as “Lightning Shoals”.

46

CHINESE SCHOOL, CHINA TRADE, 19TH CENTURY

The clipper ship *Florentine* believed to be off Hong Kong inscribed ‘SHIP “FLORENTINE” 978 Tons THOs Hughes CHIEF OFFICER’ (lower centre)

oil on canvas

50.5 x 65.5cm (19 7/8 x 25 3/4in).

£1,000 - 1,500

€1,300 - 1,900

US\$1,400 - 2,100



47



48

47 AR

FRANK HENRY MASON (BRITISH, 1875-1965)

'Outward Convoy - Little Bitter Lake'; and 'STS Capulus Leavng Finnart'
the former signed and indistinctly inscribed 'Outward Convoy/Little Bitter Lake/... Rough sketch/Frank H. Mason' (lower left); the latter signed, inscribed and dated 'STS CAPULUS/LEAVING FINNART/ MARCH 17.52 FRANK H MASON' (lower left)
watercolour with traces of pencil and heightened with bodycolour each 23.5 x 39cm (9 1/4 x 15 3/8in). (2)

£800 - 1,200
€1,000 - 1,600
US\$1,100 - 1,700

48

WILLIAM MINSHALL BIRCHALL (BRITISH, 1884-1941)

'On the Wings of the Wind'
signed, titled and dated 'On the wings of the wind/WM Birchall 1929' (lower left)
watercolour heightened with white
27 x 38cm (10 5/8 x 15in).
Together with three additional watercolours by the same hand entitled 'White wings', 'On the Dogger Bank', and 'Running Down Channel', each signed, titled and dated, various sizes. (4)

£600 - 800
€780 - 1,000
US\$850 - 1,100



49



50

49

WILLIAM LIONEL WYLLIE (BRITISH, 1851-1931)

'The Neva'

signed and titled 'The Neva/W L Wyllie' (lower right)

watercolour

18 x 30.5cm (7 x 12in).

£1,000 - 1,500

€1,300 - 1,900

US\$1,400 - 2,100

50

WILLIAM LIONEL WYLLIE (BRITISH, 1851-1931)

'Soro Sand'

signed and titled 'Soro Sand/W L Wyllie' (lower left)

watercolour

27.5 x 44.5cm (10 13/16 x 17 1/2in).

£800 - 1,200

€1,000 - 1,600

US\$1,100 - 1,700



51

51

AMBROISE LOUIS GARNERAY (FRENCH, 1783-1857)

Shipping on the Seine, Rouen
strengthened signature 'L Garneray' (lower left)
oil on canvas
35 x 47cm (13 3/4 x 18 1/2in).

£2,000 - 4,000
€2,600 - 5,200
US\$2,800 - 5,700

Provenance

With the Royal Exchange Art Gallery, London.



52

52

LOUIS BENTABOLE (FRENCH, 1820-1880)

The new Royal Yacht *Victoria & Albert (II)* arriving at Boulogne for Queen Victoria's second State Visit to France, 18th August 1855 signed 'L Bentabole' (lower centre)
oil on canvas
80 x 150.5cm (31 1/2 x 59 1/4in).

£8,000 - 12,000

€10,000 - 16,000

US\$11,000 - 17,000

After centuries of hostility, the Anglo-French rapprochement began in the 1840s with Queen Victoria's State Visit to France in 1845, the first ever by a reigning British monarch. This paved the way to greatly improved diplomatic relations and prompted, eventually, the historic alliance against Russia. The war in the Crimea began in the spring of 1854 and the novel experience of British and French troops fighting alongside each other needed every encouragement from their respective monarchs. Accordingly, the French Emperor Napoleon III and his wife Eugenie were invited to London in April 1855 and, following the great success of their visit, the Queen and Prince Albert began preparations for a return State Visit to Paris that summer.

Planned to coincide with the Paris International Exhibition in August, Queen Victoria spent the two weeks prior to departure at Osborne, her summer residence on the Isle of Wight where, on 17th August, the new royal paddle yacht *Victoria & Albert (II)* anchored off the estate along with the various other vessels which were to accompany her on her Channel crossing. The next morning the flotilla departed for Boulogne where it received a huge welcome followed by the triumphant visit to the French capital. The short overnight crossing to Boulogne captivated both the Queen and Prince Albert as far as their new yacht was concerned and she remained the Queen's favourite mode of transport despite her growing obsolescence as the century wore on.

In this colourful evocation of the scene, Bentabole has captured all the excitement of the royal yacht arriving to a tumultuous welcome from the French ships-of-the-line, dressed overall for the occasion and thundering out salute after salute. The curious inclusion of the passenger steamer (lower right) wearing very prominent Spanish colours remains something of an enigma however.

We are grateful to Michael Naxton for his assistance with cataloguing this lot.



53



54

53

GUSTAVE DE BREANSKI (BRITISH, CIRCA 1856-1898)

On a beach
signed 'Gustave de Breanski' (lower left)
oil on canvas
61.5 x 92cm (24 1/4 x 36 1/4in).

£1,000 - 1,500
€1,300 - 1,900
US\$1,400 - 2,100

54

BERNARD BENEDICT HEMY (BRITISH, BORN CIRCA 1855-1913)

Shipping in an estuary
signed 'B B Hemy' (lower right)
oil on canvas
51 x 71.5cm (20 x 28 1/8in).

£800 - 1,200
€1,000 - 1,600
US\$1,100 - 1,700



55



56

55

HENRY KING TAYLOR (BRITISH, FL.1857-1869)

Shipping in choppy waters, a pair both signed 'HKTaylor' (lower right) oil on canvas each 30.5 x 53.3cm (12 x 21in). (2)

£1,000 - 1,500
 €1,300 - 1,900
 US\$1,400 - 2,100

56

WILLIAM CALLCOTT KNELL (BRITISH, 1830-1876)

Fishing boats making ready for sea; and a companion both signed and dated 'W.C. Knell/1875' (lower left), the former bears the artist's name, title and date (on backing board verso) oil on canvas each 20.5 x 41cm (8 1/16 x 16 1/8in). (2)

£800 - 1,200
 €1,000 - 1,600
 US\$1,100 - 1,700





57

**JAMES HARRIS OF SWANSEA
(BRITISH, 1810-1887)**

Shipping in Swansea Bay
signed 'Jas/Harris' (lower right)
oil on canvas
99 x 155cm (39 x 61in).

£20,000 - 30,000

€26,000 - 39,000

US\$28,000 - 43,000



58

58

ATTRIBUTED TO FRANCIS HOLMAN (BRITISH, 1729-1790)

H.M.S. *Melampus* with the frigates *Diamond*, *Hebe*, *Niger* and *Siren* off Jersey, 9th May 1795

inscribed 'Representation of an action off the coast of France/
between an English squadron and a French Battery/Endeavouring to
get off a convoy which had run/under it for protection:- by the Hebe,
Melampus, *Diamond* and *Syren[sic]*' (lower right)

oil on canvas

65 x 111cm (25 9/16 x 43 11/16in).

£3,000 - 5,000

€3,900 - 6,500

US\$4,300 - 7,100

Provenance

With the Parker Gallery, London.

Private collection, UK.



59

59

CIRCLE OF PETER MONAMY (BRITISH 1681-1749)

A Trinity House yacht passing a frigate off what is traditionally identified as Castle Cornet, Guernsey

oil on canvas

55.5 x 76.2cm (21 7/8 x 30in).

£3,000 - 5,000

€3,900 - 6,500

US\$4,300 - 7,100

Provenance

With N. R. Omell, London.

Private collection, UK.



60



61



62

60

CHARLES BROOKING (BRITISH, 1723-1759)

A Vice-Admiral of the Red's flagship running before the wind, with other ships of her squadron in the near vicinity
oil on canvas
28.5 x 42cm (11 1/4 x 16 1/2in).

£2,000 - 3,000
€2,600 - 3,900
US\$2,800 - 4,300

Provenance
With the Parker Gallery, London.
Private collection, UK.

There are other versions of this composition by Brooking listed as number 231 in 'Charles Brooking', David Joel, Woodbridge, 2000, page 146

61

CIRCLE OF CHARLES BROOKING (BRITISH, 1723-1759)

A British Man O' War in the Downs
oil on canvas
36 x 58cm (14 3/16 x 22 13/16in).

£1,000 - 1,500
€1,300 - 1,900
US\$1,400 - 2,100

Provenance
With N.R. Omell, London.
Private collection, UK.

62

PETER MONAMY (BRITISH 1681-1749)

A British Man O' War firing a salute
oil on canvas
45.5 x 51.5cm (17 7/8 x 20 1/4in).

£4,000 - 6,000
€5,200 - 7,800
US\$5,700 - 8,500

Provenance
With the Leger Galleries, London, 1970.
Private collection, UK.



63



64

63

CIRCLE OF PETER MONAMY (BRITISH 1681-1749)

An Admiral of the Fleet's flagship heaving-to and acknowledging the salutes of rank being accorded to her by the smaller vessels nearby
oil on canvas
38.5 x 60.5cm (15 3/16 x 23 13/16in).

£1,000 - 1,500
€1,300 - 1,900
US\$1,400 - 2,100

Provenance
Private collection, UK.

64

CIRCLE OF PETER MONAMY (BRITISH 1681-1749)

The Morning Gun
oil on canvas
45 x 66cm (17 3/4 x 26in).

£800 - 1,200
€1,000 - 1,600
US\$1,100 - 1,700

Provenance
With N. R. Omell, London.
Private collection, UK.



65



66

65

CIRCLE OF PETER MONAMY (BRITISH 1681-1749)

Signal gun
oil on canvas
62 x 102cm (24 7/16 x 40 3/16in).

£1,500 - 2,000
€1,900 - 2,600
US\$2,100 - 2,800

Provenance
With the Parker Gallery, London.
Private collection, UK.

66

ATTRIBUTED TO WILLIAM JOHN HUGGINS (BRITISH, 1781-1845)

The Thames Paddle Steamer *Vesper*
oil on canvas
51 x 74cm (20 x 29 1/8in).

£1,000 - 1,500
€1,300 - 1,900
US\$1,400 - 2,100

Provenance
With the Parker Gallery, London.
Private collection, UK.





67

THOMAS LUNY (BRITISH, 1759-1837)

The Battle of the Saintes, 12th April 1782,
Captain The Hon. William Cornwallis's ship
Canada engaging the French flagship Ville de
Paris

signed and dated 'T.Luny.1785' (lower left)
oil on canvas

94 x 148cm (37 x 58 1/4in).

£20,000 - 30,000

€26,000 - 39,000

US\$28,000 - 43,000

Provenance

With the Parker Gallery, London.
Private collection, UK.

The battle of the Saintes was one of the many naval engagements of the eighteenth century fought amongst the immensely valuable 'sugar' islands of the West Indies. Towards the end of the American War of Independence, by which time both France and Spain had allied themselves to the infant United States in the hope of territorial gain at England's expense, the French campaign in the Caribbean had already been alarmingly successful. When, in the spring of 1782, the French prepared to mount an offensive against the island of Jamaica, Admiral Lord Rodney realised that a regular fleet action was his only means of stopping them. The French fleet, under the Comte de Grasse, sailed from Fort Royal, Martinique, on 8th April; Rodney soon intercepted it and a partial engagement took place the following day. To begin with de Grasse had the advantage but lost it, and the battle quickly developed into a running fight lasting three days. On the morning of 12th April, Rodney finally brought the French to action off Les Saintes, a group of small islands situated in the channel between Guadeloupe and Dominica. Initially adopting the traditional strategy, Rodney then astonished the French by piercing their line of battle in two places and throwing them into utter confusion. Before long their flagship, the 104-gun *Ville de Paris*, was surrounded and forced to surrender, and although de Grasse's second-in-command escaped with a small number of ships, it was nevertheless a decisive defeat for the French and saved the precious island of Jamaica from invasion.

We are grateful to Michael Naxton for his assistance with cataloguing this lot.



68

68

NICHOLAS POCOCK (BRITISH, 1740-1821)

Battle of Trafalgar
inscribed in pencil (to lower margin),
pen and ink and wash

33 x 55.2cm (13 x 21 3/4in).

partial Bristol stamp mark visible to paper verso

£5,000 - 7,000

€6,500 - 9,100

US\$7,100 - 10,000

69

ROBERT CLEVELEY (BRITISH, 1747-1809)

The Battle of the Saintes - Sir George Rodney defeating the French,
Dominica, 12th April 1782, a pair
one signed and dated 'R Cleveley Jn del. 1793.' (on the floating spar
lower left)

watercolour

each 56 x 85cm (22 1/16 x 33 7/16in). (2)

£8,000 - 12,000

€10,000 - 16,000

US\$11,000 - 17,000



69



69



70



71



72

70 AR

DEREK GEORGE MONTAGUE GARDNER (BRITISH, 1914-2007)

The H.M.S. *Royal George* at Plymouth in the company of the fleet
signed and dated 'Derek G.M. Gardner/1985' (lower left)
watercolour

31.7 x 48.8cm (12 1/2 x 19 1/4in).

£3,000 - 5,000
€3,900 - 6,500
US\$4,300 - 7,100

Provenance

With Polak Gallery, London, ref. no. 1987-21.
Bikoff Collection, New York.

71 AR

DEREK GEORGE MONTAGUE GARDNER (BRITISH, 1914-2007)

'His Britannic Majesty's 98 gun-of-the-line *Formidable*, Admiral Sir
George Rodney in Plymouth Sound, December 1871'
signed 'Derek G.M/GARDNER' (lower left), further signed, inscribed
with title and dated '1996' in pencil (to lower margin)
watercolour

33 x 51cm (13 x 20 1/16in).

£2,500 - 3,500
€3,200 - 4,500
US\$3,600 - 5,000

72 AR

DEREK GEORGE MONTAGUE GARDNER (BRITISH, 1914-2007)

The Battle of Camperdown, 12 October 1797
signed and dated 1988 'Derek G.M/GARDNER/1988' (lower right),
further signed and inscribed in pencil (to lower margin)
watercolour and pencil

30 x 54cm (11 3/4 x 21 1/4in).

£7,000 - 9,000
€9,100 - 12,000
US\$10,000 - 13,000

73 AR

MONTAGUE DAWSON (BRITISH, 1890-1973)

Running free - the Yankee Packet *Dreadnought*
signed 'MONTAGUE DAWSON' (lower left)

oil on canvas

51 x 61cm (20 x 24in).

£25,000 - 35,000

€32,000 - 45,000

US\$36,000 - 50,000

Provenance

With Frost & Reed, 26 March 1933, registered number 5331.

Repurchased by Frost & Reed, 11 Jan 1934, registered number 5557.

Believed to have been purchased from the above by the current owner's grandfather.

Although stated to be a medium clipper, *Dreadnought's* lines bore more resemblance to those of a contemporary packet than an ocean thoroughbred. Built by Currier & Townsend at Newburyport, Massachusetts, she was launched on 6th October 1853 and was ready for sea the following month. Her owners, the Red Cross Line, had ordered her for their New York to Liverpool service and, having chosen Captain Samuels as her master, they asked him to superintend her construction. The result was a fast and reliable ship that became known as "the wild boat of the Atlantic", a reputation also helped by Samuels' superb seamanship and his determination to drive her with the maximum sail whatever the weather. Curiously she broke no records but she maintained her Atlantic schedules with greater regularity than any other sailing packet then afloat. Between December 1853 and February 1864, she completed thirty-one round trips for the Red Cross Line, Captain Samuels remaining in command for all but the last voyage. In the summer of 1864, *Dreadnought* was sold but put onto the New York to San Francisco run where she remained for several years. On 28th April 1869 she sailed from Liverpool again, bound for San Francisco, but was wrecked on the island of Tierra del Fuego just prior to rounding Cape Horn. All of *Dreadnought's* officers and crew were saved but the ship herself was a total loss and cost her underwriters \$83,000.

We are grateful to Michael Naxton for his assistance with cataloguing this lot.







74



75

74 AR

NORMAN WILKINSON (BRITISH, 1878-1971)

Nelson's *Victory* 'breaking the enemy line' at Trafalgar and engaging the French flagship *Bucentaure* as she goes through, with the huge red-hulled Spanish 4-decker *Santisima Trinidad* close by signed 'NORMAN WILKINSON' (lower centre)

gouache

40 x 152cm (15 3/4 x 59 7/8in).

£4,000 - 6,000

€5,200 - 7,800

US\$5,700 - 8,500

75 AR

JOHN MICHAEL GROVES (BRITISH, BORN 1937)

The *Achilles* and other vessels in calm waters signed and dated 'J. Groves/89' (lower left)

mixed media

42.5 x 64cm (16 3/4 x 25 3/16in).

£600 - 800

€780 - 1,000

US\$850 - 1,100

Provenance

With the Polak Gallery, London, ref no 985/2.

Private collection, UK.



76

THOMAS HASTED HEATH (ACTIVE 1901-1905)

Coaling a cruiser, H.M.S. *Good Hope* 1905

signed 'T Hasted Heath' (lower left)

oil on canvas

56 x 51cm (22 1/16 x 20 1/16in).

£800 - 1,200

€1,000 - 1,600

US\$1,100 - 1,700



76



77



78

77

CHINESE SCHOOL, CHINA TRADE, LATE 19TH CENTURY

Portrait of the steamer *Iraouaddy*
oil on canvas
65.4 x 92.1cm (25 3/4 x 36 1/4in).
unframed

£600 - 900
€780 - 1,200
US\$850 - 1,300

Iraouaddy, first of a series of 5 identical steamers, was launched, on behalf of the Compagnie des Messageries Maritimes, on the 1st December 1872 in La Ciotat. It was 410 feet in length, propelled by a steam engine. It moved at a speed of 14 knots and could accommodate 112 passengers in first class, 46 in second class, 36 in third class and 1,200 on the tween deck. Initially, it was assigned to the routes serving China. It was transformed for the first time in 1896. Its boilers were modified and its first class lounge adapted to carry out round-trips to Australia. In 1895, it was repainted white and assigned to the routes of the Indian Ocean. In January 1901, on the edges of Mauritius, it was “thrown” to the coast, but managed to be refloated. In 1906, it was transformed once again, in order to transport emigrants to South America. Its mizzen mast was removed, and its chimney is tilted. It was renamed *Esmeralda*. In 1908, it broke its propeller shaft off the coast of Dakar. It was towed to Las Palmas, where it was then considered irreparable. Finally, it was towed to Bordeaux to be demolished there in February 1908.

78

W. PRESTON (BRITISH, ACTIVE CIRCA 1891)

Portrait of the mixed cargo vessel *Cabo Verde*
signed ‘W. PRESTON.’ (lower right)
oil on canvas
66 x 94cm (26 x 37in).
unframed

£400 - 600
€520 - 780
US\$570 - 850

Cabo Verde was built in 1883 at the shipyards Earles Shipping & Engineering Co. in Hull on behalf of the Portuguese company Empreza Nacional De Navegacao A Vapor. It measured 310 feet and moved by steam engine. In June 1917, it was torpedoed by a German submarine named *UC 69*, north-west of the Spanish coasts as it travelled en route to Bordeaux loaded with wine and sardines.



79



80

79

VICTOR CHARLES EDOUARD ADAM (FRENCH, 1868-1938)

Portrait of the square three-masted ship *Quillota* leaving the port of Le Havre under full sail

signed and dated 'Victor Adam/1898' (lower right)

oil on canvas

62 x 92cm (24 3/8 x 36 1/4in).

unframed

£1,000 - 1,500

€1,300 - 1,900

US\$1,400 - 2,100

Named after a city in Chile, *Quillota* was a square three-masted ship of 77 feet, made of steel. She was built in 1876 by the shipyards Robert Steele & Co in Greenock, on behalf of the Company Daniel Adamson under the name of *Brahmin*. She was resold in 1890 to the ship-owner Duncan McGillivray then resold, in 1893, to the company A.D. Border & Sons who renamed her *Quillota*. On the 12th November 1901, she was caught in a storm south of Sunderland, and was towed by the English steamer *Flying Dragon*. Cast off by her tug boat after having dropped her anchors she became stranded and ravaged by the waves, disappeared completely taking seventeen sailors down with her. Five men out of the twenty-two original crew members managed to reach the coast.

80

JULES CARON (FRENCH, ACTIVE 1860-1875)

The three-masted *Meridien* from a three-quarter front angle; The three-masted *Meridien* caught in a storm, a pair

both signed 'Jules Caron. B.x' (lower right)

oil on canvas

each 48.9 x 64.8cm (19 1/4 x 25 1/2in). (2)

£1,000 - 1,500

€1,300 - 1,900

US\$1,400 - 2,100





81

**THOMAS BUTTERS WORTH (BRITISH,
1768-1828)**

The frigate H.M.S. *Minerve* heading for the open sea past the Bugio lighthouse at the mouth of the Tagus, the wreckage of the 3rd rate *Bombay Castle* (lost 21st December 1796) clearly visible alongside the lighthouse

oil on canvas
70.5 x 110cm (27 3/4 x 43 1/4in).

£12,000 - 14,000

€16,000 - 18,000

US\$17,000 - 20,000

H.M.S. *Minerve*, 1,101 tons, began her life in the French Navy as the frigate *La Minerve*. Built at Toulon in 1794 to a design by Sané, her overall dimensions were recorded as 154 feet in length with a 40 foot beam, and she was armed principally with 28-18pdrs. On 24th June 1795, when cruising 150 miles north of Minorca, she ran into H.M.S. *Dido* in company with H.M.S. *Lowestoft* who captured her after a spirited action and took her into Mahon where she was absorbed into the Royal Navy under her own name.

Initially a Captain Towry was appointed to command her but, within a year, he had been superseded by Captain [later Admiral Sir George] Cockburn and *Minerve* found herself flying the flag of Commodore Horatio Nelson in the Mediterranean. Off Cartagena, on 19th December 1796, she captured the Spanish 40-gun frigate *Santa Sabina* in typically Nelsonian style even though the enemy vessel was subsequently recaptured when Spanish reinforcements arrived on the scene. The first half of the following year was one of almost continual action and it began with yet another example of Nelson's famous daring when, on 11th February 1797, he ordered *Minerve* to heave-to and lower a boat to pick up a man who had fallen overboard despite the fact that he was being closely pursued by two Spanish ships-of-the-line across Gibraltar Bay. Within three days, *Minerve* had joined Sir John Jervis' fleet to participate in the battle of Cape St. Vincent (on the 14th) and although Nelson had transferred his flag to H.M.S. *Captain* before the action began, the frigate still acquitted herself with honour. On 27th May, her boats and those of H.M.S. *Lively* cut out the French brig-sloop *Mutine* from the harbour of Santa Cruz, Tenerife, adding yet further glory to her glowing reputation.

In July 1803, *Minerve* ran aground near Cherbourg and was recaptured by the French, who promptly renamed her *La Canonnière*. Sold to French commercial interests in 1809, at which time her name changed again to *La Confiance*, she was retaken by H.M.S. *Valiant* in February 1810 but did not return to serve in the fleet. Last recorded in 1814, the multi-named *Minerve* had had an altogether remarkable career in her twenty years of service.

We are grateful to Michael Naxton for his assistance with cataloguing this lot.



82

82

JOHN LYNN (BRITISH, FL. 1828-1838)

A ship-rigged sloop of the White Squadron off Plymouth signed and dated 'J Lynn/1835' (lower right)
oil on canvas
30.5 x 46cm (12 x 18 1/8in).

£2,000 - 3,000
€2,600 - 3,900
US\$2,800 - 4,300

Provenance

Anon. sale, Bonhams, London, 14 January 1993, lot 334.
Private collection, UK (acquired from the above).

The white flag with red cross indicates that there is a full admiral of the white on board ship, which has passed the Mewstone and is approaching Drake's Island.

83

JOHN LYNN (BRITISH, FL. 1828-1838)

Shipping off a lighthouse signed and dated 'J Lynn/1835' (lower left)
oil on canvas
30.5 x 46cm (12 x 18 1/8in).

£2,000 - 3,000
€2,600 - 3,900
US\$2,800 - 4,300

Provenance

Anon. sale, Bonhams, London, 14 January 1993, lot 334.
Private collection, UK (acquired from the above).

84

JOHN LYNN (BRITISH, FL. 1828-1838)

A French Cutter passing a British Frigate signed and dated 'J Lynn 1849' (lower right)
oil on canvas
28.5 x 66.5cm (11 1/4 x 26 1/4in).

£1,000 - 1,500
€1,300 - 1,900
US\$1,400 - 2,100

Provenance

Anon. sale, Bonhams, London, 14 January 1993, lot 313.
Private collection, UK (acquired from the above).



83



84



85

85
JOHN WILSON CARMICHAEL (BRITISH, 1799-1868)

A first rate off Gibraltar
 signed and dated 'J.W.Carmichael/1843' (lower left)
 oil on canvas
 42 x 58.5cm (16 1/2 x 23in).

£7,000 - 9,000
 €9,100 - 12,000
 US\$10,000 - 13,000

86 *
JOHN JENKINSON (BRITISH, ACTIVE 1800-1821)

An East Indiaman off Southampton
 oil on canvas
 81.9 x 112.3cm (32 1/4 x 44 1/4in).

£4,000 - 6,000
 €5,200 - 7,800
 US\$5,700 - 8,500

Provenance
 With C.R. Fenton & Co., Ltd., Beachy Road, Old Ford, E.3. (according to label on the stretcher).
 The R.J. Reynolds Tobacco Company Corporate Collection, Winston-Salem, North Carolina.
 Private collection, USA.

87 *
CIRCLE OF JOSEPH HEARD (BRITISH, 1799-1859)

The barque *Eliza* off Margate
 oil on canvas
 61 x 92cm (24 x 36 1/4in).

£2,000 - 3,000
 €2,600 - 3,900
 US\$2,800 - 4,300

Provenance
 With the Parker Gallery, London.
 Private collection, Canada.

The *Eliza* was a 344 ton merchant ship built at Prince Edward Island, Canada in 1824 for Barnikell of Plymouth, Devon.



86



87



88



89

88
JOHN THOMAS SERRES (BRITISH, 1759-1825)
 Fishermen with their nets
 signed 'J.T. Serres' (lower left)
 oil on canvas
 35.5 x 44.5cm (14 x 17 1/2in).

£1,200 - 1,800
 €1,600 - 2,300
 US\$1,700 - 2,600

89
THOMAS LUNY (BRITISH, 1759-1837)
 A view of Teignmouth with Shaldon Bridge in the distance
 oil on canvas
 51 x 69cm (20 1/16 x 27 3/16in).

£1,000 - 1,500
 €1,300 - 1,900
 US\$1,400 - 2,100



90



91

90

THOMAS LUNY (BRITISH, 1759-1837)

Unloading the catch
signed and dated 'Luny 1819' (lower left)
oil on canvas
60.5 x 86.5cm (23 7/8 x 34in).

£5,000 - 7,000
€6,500 - 9,100
US\$7,100 - 10,000

91

FRANCIS HOLMAN (BRITISH, 1729-1790)

Looking out across a bay
signed with initials 'FH' (lower left)
oil on panel
40 x 52cm (15 3/4 x 20 1/2in).

£800 - 1,200
€1,000 - 1,600
US\$1,100 - 1,700



92



93

92

THOMAS WRIGHT (BRITISH, 1792-1849)

A two-masted topsail schooner beating to windward
signed and dated 'T.WRIGHT/1835' (lower right)

oil on canvas

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

£1,500 - 2,000

€1,900 - 2,600

US\$2,100 - 2,800

93

FOLLOWER OF PETER MONAMY (BRITISH 1681-1749)

Ships in a squall

oil on canvas

30.5 x 39.5cm (12 x 15 1/2in).

£600 - 800

€780 - 1,000

US\$850 - 1,100



94



95

94

JOHN WILSON CARMICHAEL (BRITISH, 1799-1868)

Off Tynemouth
 inscribed with title and artist's name 'Seapiece - Tynemouth/by
 J.W.Carmichael' and bears a further indistinct inscription 'presented to
 J Giles by the ... Canon Brereton/in 1878' (on old label attached verso)
 oil on board
 23 x 30.5cm (9 x 12in).

£800 - 1,500
 €1,000 - 1,900
 US\$1,100 - 2,100

Provenance
 With the Royal Exchange Art Gallery, London.

95

SAMUEL OWEN (BRITISH, 1768-1857)

Naval ships in a harbour
 signed 'S.OWEN' (lower right)
 watercolour
 8.5 x 12cm (3 3/8 x 4 3/4in).

£600 - 800
 €780 - 1,000
 US\$850 - 1,100



96

96

THOMAS WHITCOMBE (BRITISH, 1760-1824)

An East Indiaman in two position off Dover
signed and dated 'Thos Whitcombe 1804' (lower left)
oil on canvas
81.3 x 122cm (32 x 48in).

£12,000 - 18,000
€16,000 - 23,000
US\$17,000 - 26,000



97

97

THOMAS LUNY (BRITISH, 1759-1837)

A British Merchant ship hove to off Dover
signed and dated 'T.Luny.1793' (lower left)
oil on canvas

77.5 x 130.8cm (30 1/2 x 51 1/2in).

£12,000 - 18,000

€16,000 - 23,000

US\$17,000 - 26,000



98

98

ALFRED MONTAGUE (BRITISH, 1832-1883)

'Wind Off Shore'
signed and dated 'A.Montague 1868' (lower left), further signed,
inscribed and dated 'WIND OFF SHORE, BY A MONTAGUE 1868' (on
stretcher)
oil on canvas
61 x 91.5cm (24 x 36in).

£1,200 - 1,800
€1,600 - 2,300
US\$1,700 - 2,600

99

ABRAHAM HULK (DUTCH, 1813-1897)

Return of the fishing boats
signed 'A. Hulk' (lower left)
oil on canvas
41 x 61.5cm (16 1/8 x 24 1/4in).

£2,000 - 3,000
€2,600 - 3,900
US\$2,800 - 4,300

100

ABRAHAM HULK (DUTCH, 1813-1897)

A tranquil river scene
signed 'A. Hulk' (lower right)
oil on canvas
30.5 x 45.5cm (12 x 18in).

£1,000 - 1,500
€1,300 - 1,900
US\$1,400 - 2,100



99



100



101

THIS LOT TO BE SOLD TO BENEFIT SEAFARERS U.K.

101

ABRAHAM HULK (DUTCH, 1813-1897)

Sunrise on the Zuiderzee
signed 'A. Hulk. ft' (lower left)
oil on canvas
41 x 60cm (16 1/8 x 23 5/8in).

£5,000 - 8,000

€6,500 - 10,000

US\$7,100 - 11,000



102

102

DAVID JAMES (BRITISH, 1853-1904)

Breaking waves

signed and dated 'D. James 90' (lower right)

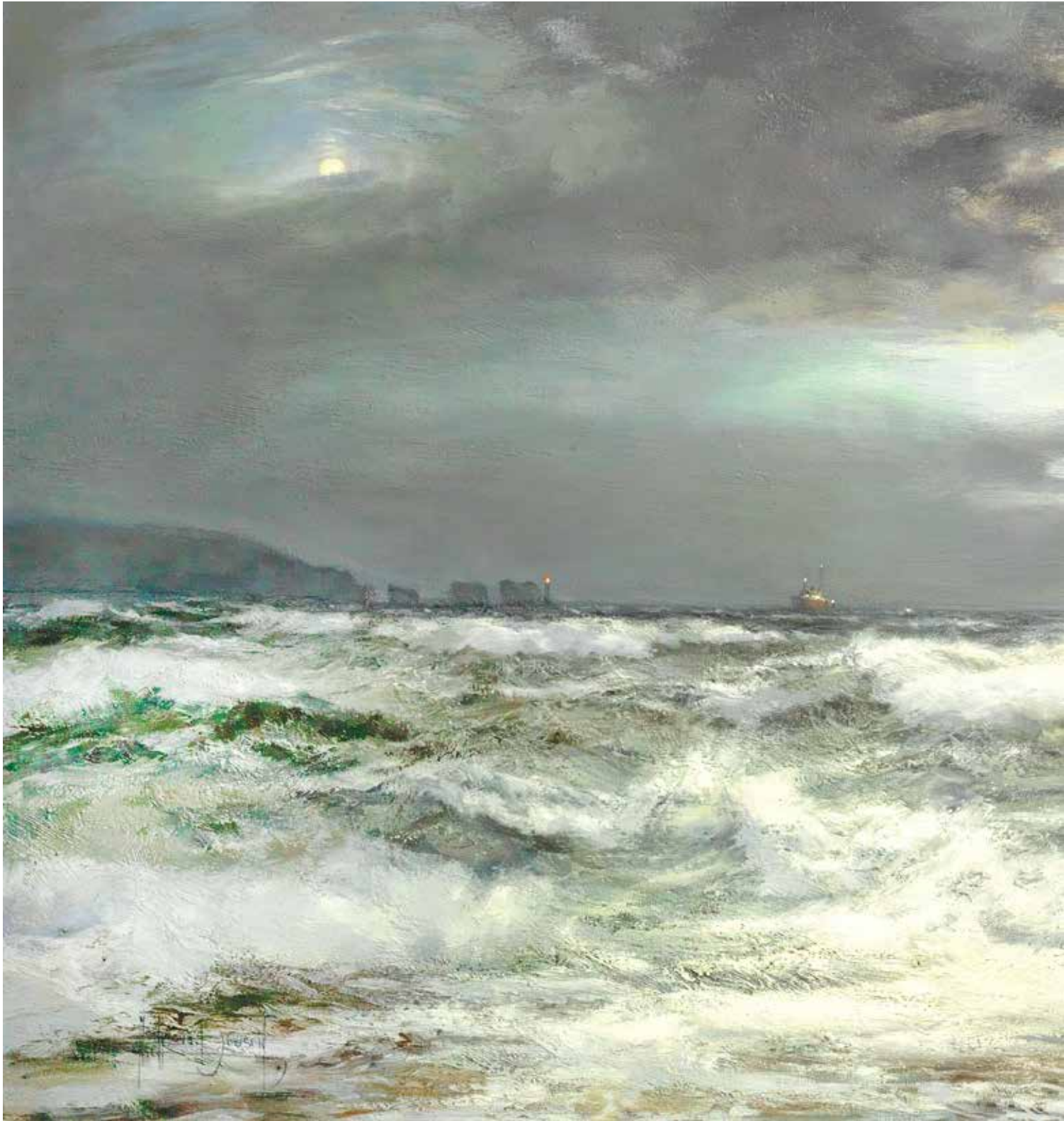
oil on canvas

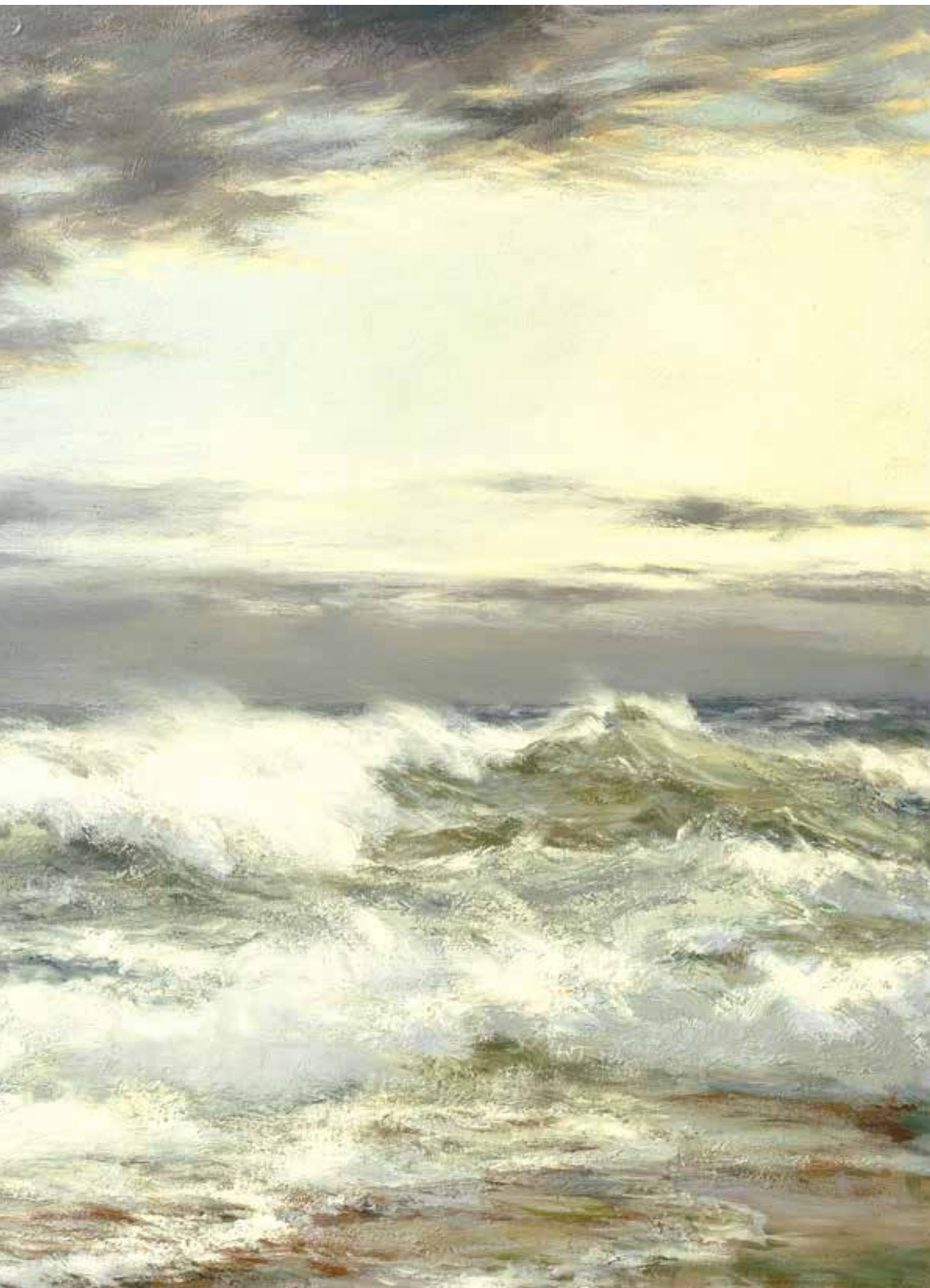
63.5 x 127cm (25 x 50in).

£4,000 - 6,000

€5,200 - 7,800

US\$5,700 - 8,500





103 AR

**MONTAGUE DAWSON
(BRITISH, 1890-1973)**

'The Night Ferry'

signed 'MONTAGUE. DAWSON.,'
(lower left)

oil on canvas

76.2 x 127cm (30 x 50in).

£25,000 - 35,000

€32,000 - 45,000

US\$36,000 - 50,000

Provenance

With Frost & Reed, London,
stock number 46055.

E.A. Cole, UK (acquired from the
above in 1972).

Thence by descent to the present
owners.



104



104

104

ABRAHAM HULK (DUTCH, 1813-1897)

Shipping in a squall; Shipping in a calm, a pair
both signed 'A Hulk' (lower left)

oil on panel

each approximately 15 x 19.5cm (5 7/8 x 7 3/4in). (2)

£3,000 - 5,000

€3,900 - 6,500

US\$4,300 - 7,100



105

105

JOSEPH STANNARD (BRITISH, 1797-1830)

Off Yarmouth

signed and dated 'JStannard 1830' (lower left)
oil on panel

31.1 x 42.5cm (12 1/4 x 16 3/4in).

£5,000 - 7,000

€6,500 - 9,100

US\$7,100 - 10,000

Provenance

Lt Col IBH Benn.

Acquired by a private collector, UK, circa 1978.

Exhibited

W Boswell & Son, Tombland, Norwich, July, 1949, no.12

Literature

Harold Day, *Life and Work of Joseph Stannard*, Eastbourne, 1965,
p.38, no.40 (as Rough seapiece)

Joseph Stannard was one of the most brilliant of the Norwich School of Painters; he would have achieved even greater renown had his career not been cut short at the age of thirty-three. In 1821 he studied the seventeenth century Dutch masters in Amsterdam. Off Yarmouth reflects not only his profound understanding of maritime life – he was an excellent oarsman – but also his study of painters such as Ludolf Backhuysen.

Stannard superbly evokes fishing boats in a choppy sea, with lowering clouds and a dashing rainstorm. The low viewpoint emphasizes the drama, while the jagged clouds part to reveal blue sky, indicating the exhilarating, swiftly changing weather of the East Anglian coast.

The present lot belonged to Lt Col IBH Benn, who owned several works by Stannard, including Off Corton, c.1829 (Norwich Castle Museum).





106 AR

MONTAGUE DAWSON (BRITISH, 1890-1973)

Rolling Along – the American packet ship *Gleaner* at sea
signed 'Montague Dawson' (lower left),
bears indistinct pencil inscription 'Ship
"Gleaner"/980 tons/...about 1854-55' (on the
stretcher)
oil on canvas
61 x 91cm (24 x 35 13/16in).

£20,000 - 30,000

€26,000 - 39,000

US\$28,000 - 43,000

Provenance

Acquired directly from the artist by Frost & Reed, 10 April 1931, stock no.4773.
Purportedly the collection of Marion "Joe" Carstairs, the speedboat racer.
Private collection, UK.

The *Gleaner* (also noted as *Gleanor* in some sources) was built in John Currier Jnr.'s yard at Newburyport, Massachusetts, in 1854. First registered on 17th October that year at 999 tons American measurement (976 tons British), she was 176 feet in length with a 35 foot beam and was constructed with two decks. Originally owned by a consortium consisting of True and Ezekiel Choate, John and Samuel C. Currier, William Graves, Micajah Lunt and Charles Whitman, her first master was Micajah Lunt Jnr. who remained in command at least until 1859. That same year, *Gleaner* was sold to Page, Richardson & Co. of Boston who owned the Merchants' Line and operated a regular packet service from that port to Liverpool. Last registered in Boston in 1864, by which time she was owned by G.C. Trefort, she disappears from record thereafter, probably as a result of changing her name since there are no reports of any contemporary wreck named *Gleaner*.

We are grateful to Michael Naxton for his assistance with cataloguing this lot.



107

107 AR

JAMES BRERETON (BRITISH, BORN 1954)

'Tea Racers Ariel and Taeping'

signed 'James Brereton' (lower right), also signed and titled in pencil (on lower stretcher)

oil on canvas

101.6 x 127cm (40 x 50in).

£3,000 - 5,000

€3,900 - 6,500

US\$4,300 - 7,100

Provenance

With Burlington Paintings, London, ref number C3526.

108 AR

GEORGE SHAW (BRITISH, BORN 1929)

'The Barque Port Jackson'

signed 'GEORGE SHAW' (lower right), and inscribed with artist's name, address and title (on label attached to the frame verso)

oil on canvas

61 x 91.5cm (24 x 36in).

£1,000 - 1,500

€1,300 - 1,900

US\$1,400 - 2,100

Provenance

With Guildhall Art Gallery, London.

109 AR

TIMOTHY FRANKLIN ROSS THOMPSON (BRITISH, BORN 1951)

A British frigate saluting at sunrise

signed 'T.F.Thompson' (lower right)

oil on canvas

56 x 76.2cm (22 x 30in).

£3,000 - 5,000

€3,900 - 6,500

US\$4,300 - 7,100



108



109



110



111

110

MARK RICHARD MYERS (AMERICAN, BORN 1945)

'The Oinker Barque *Ester* in a Fleet of Lowestoft Men'
signed and dated 'MARK MYERS.1975' (lower right) and inscribed
with artist's name, address and title (on Guildhall Art Gallery label
attached verso)
acrylic on canvas
50.8 x 76.2cm (20 x 30in).

£2,000 - 3,000
€2,600 - 3,900
US\$2,800 - 4,300

Provenance
With Guildhall Art Gallery, London.
Private collection, UK.

111

ROY CROSS (BRITISH, BORN 1924)

'Chasing a Smuggler'
signed and dated '-ROY CROSS-/© 2013' (lower right) and inscribed
with title (verso)
acrylic on canvas
55.9 x 76.2cm (22 x 30in).
unframed

£1,500 - 2,000
€1,900 - 2,600
US\$2,100 - 2,800



112

112 AR

TIMOTHY FRANKLIN ROSS THOMPSON (BRITISH, BORN 1951)

H.M.S. *Victory* and *Agamemnon* cruising in company off the coast signed 'T.F.Thompson' (lower right)

oil on canvas

56 x 76.2cm (22 x 30in).

£6,000 - 8,000

€7,800 - 10,000

US\$8,500 - 11,000

H.M.S. *Victory*, the oldest ship in the world still in commission, is undoubtedly the most celebrated vessel in the long history of the Royal Navy as well as being one of the tiny handful of illustrious ships whose fame transcends national boundaries and which are recognised across the globe. So famous is she that it is unnecessary to retell her story here except to remind readers that she was launched in 1765 and had been a hugely successful ship-of-war throughout the forty years which preceded her finest hour at Trafalgar. Selected as a flagship on numerous occasions, she survived Trafalgar despite serious damage and, after extensive repairs, returned to sea and active service until 1824. Thereafter given a permanent mooring in Portsmouth Harbour for almost another century, she was finally dry-docked there in 1921 where she still remains.

H.M.S. *Agamemnon*, 64-guns, was built at Bucklers Hard and launched in 1781. After service during the second half of the American War of Independence which ended in 1783, she was then laid up for much of the following decade until recommissioned by Captain Horatio Nelson in January 1793 when war with Revolutionary France became imminent. Sent to the Mediterranean that May, *Agamemnon*'s exploits made Nelson's name and he always claimed that she was his favourite ship. When Nelson left her in 1796 however, her career was far from over and she went on to see action at the battles of Copenhagen, Trafalgar and St. Domingo. Refitted back home over the winter of 1806-07, she then took part in the second Copenhagen Expedition in 1807 before being sent to South American waters where she was wrecked off the River Plate estuary in June 1809.



113



113

113 AR

JOHN J. HOLMES (BRITISH, 20TH CENTURY)

Westward and Yankee leading the fleet with *Britannia* and *Shamrock V* astern; and A J-class Regatta, 1932

both signed 'John J. Holmes' (lower right), both inscribed in pencil (on stretcher)

oil on canvas

each 61 x 91cm (24 x 35 13/16in). (2)

£1,500 - 2,000

€1,900 - 2,600

US\$2,100 - 2,800



114



115

114 AR

MICHAEL JAMES WHITEHAND (BRITISH, BORN 1941)

Britannia and her opponents on the start line
signed 'MJ Whitehand' (lower left)

oil on canvas
101.5 x 127cm (40 x 50in).
unframed

£1,500 - 2,000
€1,900 - 2,600
US\$2,100 - 2,800

115 AR

KEITH HOPE SHACKLETON (BRITISH, 1923-2015)

'Gale in Shetland'
signed and dated 'Keith Shackleton 83' (lower right) and inscribed with
artist's name, address and title (on gallery label attached verso)

oil on board
45.5 x 91.5cm (18 x 36in).

£1,500 - 2,000
€1,900 - 2,600
US\$2,100 - 2,800

Provenance
With The Mall Galleries, London, 1983.
Private collection, UK.



116

116 AR

CHARLES PEARS (BRITISH, 1873-1958)

Southern Railway Paddle Steamers in Royal Naval Review
indistinctly signed 'CHAS. PEARS' (lower left), and inscribed with
artist's name, address and title (on Society of Marine Artists label
attached verso)

oil on canvas
83.2 x 127cm (32 3/4 x 50in).

£5,000 - 8,000
€6,500 - 10,000
US\$7,100 - 11,000

117

ARTHUR JOHN TREVOR BRISCOE (BRITISH, 1873-1943)

The cutter *Tern III*
with heightened signature and date 'A Briscoe/22' (lower right) and
bears an inscription 'TERN III' (lower right)

oil on canvas
56 x 91cm (22 x 35 3/4in).

£3,000 - 5,000
€3,900 - 6,500
US\$4,300 - 7,100

Provenance

Commissioned by Claud Worth and thence by descent to the current
owner.

Tern III was designed by Claud Worth based on the Bristol Channel
pilot cutters. The figure at the helm is in fact Claud himself, and his
pennant as Vice Commodore of the Royal Cruising Club flies at
the masthead. According to the family, the present lot depicts an
incident in 1922 when *Tern III* was beating down channel in a fresh
northwesterly breeze and had rounded Start Point astern of a Brixham
trawler bound the same way. Brixham trawlers were famous sailers,
as well as having the advantage of greater length. But
being the more weatherly, *Tern III* was the faster to windward, and
passed her larger rival some 2 miles south of Bolt Head.

Claud Worth was a patron of Arthur Briscoe and in addition to the
present lot he commissioned several other paintings from the artist.

118 AR

AUGUSTUS WILLIAM ENNESS (BRITISH, 1876-1948)

Whitby
signed 'A. W. Ennes' (lower left)

oil on canvas
25.4 x 35.6cm (10 x 14in).

£500 - 700
€650 - 910
US\$710 - 1,000



117



118



119



120

119

JACK SPURLING (BRITISH, 1871-1933)

H.M.S. *Sandwich* laying her mooring at sunset
signed and dated 'J Spurling 1932' (lower right)
watercolour and bodycolour
36.3 x 51cm (14 5/16 x 20 1/16in).

£3,000 - 5,000
€3,900 - 6,500
US\$4,300 - 7,100

Literature

Warren Moore, *Spurling, Sail and Steam*, Patrick Stephens Ltd.,
(Cambridge, 1980), p.45-52, illustrated, p.47

See Bonhams website for further details about H.M.S. *Sandwich*

120

JACK SPURLING (BRITISH, 1871-1933)

H.M.S. *Namur*
signed and dated 'J Spurling 1931' (lower left)
watercolour and bodycolour
35.5 x 51cm (14 x 20 1/16in).

£3,000 - 5,000
€3,900 - 6,500
US\$4,300 - 7,100

Literature

Warren Moore, *Spurling, Sail and Steam*, Patrick Stephens Ltd.,
(Cambridge, 1980), p.37-44, illustrated, p.39

See Bonhams website for further details about H.M.S. *Namur*



121

121 AR

MONTAGUE DAWSON (BRITISH, 1890-1973)

Port Jackson

signed 'MONTAGUE DAWSON' (lower left)

watercolour and bodycolour

43 x 68.5cm (17 x 27in).

£8,000 - 12,000

€10,000 - 16,000

US\$11,000 - 17,000

Provenance

Acquired directly from the artist by Frost & Reed, 11th May 1925.

Mr. W.B. Simpson, 14th May 1925, purchased for £15.

James Connell, London.

Mrs Paisley, England.

With Frost & Reed, London, Stock No D17525.

Private collection, UK (acquired from the above on 24th October 2002).

Port Jackson was designed by Alexander Duthie and built by Hall in Aberdeen in 1882 at a cost of £29,000. Intended for the Australian wool trade, she was registered at 2,212 tons gross and measured 286 feet in length with a 41 foot beam. On her maiden voyage under Captain Crombie she made Sydney in 77 days, the first four-masted barque ever to do the run in under 80 days, which remains a record to this day. In 1906 she was bought by Devitt & Moore and put to work as a training ship for the company's cadets. During the First World War she reverted to cargo carrying, but on the 28th April 1917 she was torpedoed and sunk by a German submarine in the Irish Sea. The captain and 13 crew were lost.

INDEX

| Artist | Lot No | | |
|--------------------------------|-------------------|---------------------------------|------------------------|
| Adam, Victor Charles Edouard | 79 | Jenkinson, John | 86 |
| Anglo-Chinese School | 43, 45, 46 | Jones, Josephus | 25 |
| Bentabole, Louis | 52 | Knell, William Callcott | 56 |
| Birchall, William Minshall | 48 | Luny, Thomas | 67, 89, 90, 97 |
| Breanski, Gustave de | 53 | Lynn, John | 82, 83, 84 |
| Brereton, James | 107 | Mason, Frank Henry | 47 |
| Briscoe, Arthur John Trevor | 117 | Monamy, Peter | 59, 62, 63, 64, 65, 93 |
| Brooking, Charles | 61 | Montague, Alfred | 98 |
| Buttersworth, Thomas | 81 | Myers, Mark Richard | 110 |
| Carmichael, John Wilson | 85, 94 | Owen, Samuel | 95 |
| Caron, Jules | 80 | Pears, Charles | 116 |
| Chinese School | 44, 77 | Pocock, Nicholas | 68 |
| Cleveley, Robert | 69 | Preston, W. | 78 |
| Cross, Roy | 111 | Redmore, Henry | 37 |
| Cull, Alma Claude Burlton | 34 | Schetky, John Christian | 38, 39, 40, 41, 42 |
| Dawson, Montague | 73, 103, 106, 121 | Serres, John Thomas | 88 |
| Dixon, Charles Edward | 27, 28 | Shackleton, Keith Hope | 115 |
| Ellis, Gordon | 32 | Shaw, George | 108 |
| English School | 35 | Spurling, Jack | 119, 120 |
| Enness, Augustus William | 118 | Stannard, Joseph | 105 |
| Gardner, Derek George Montague | 70, 71, 72 | Taylor, Henry King | 55 |
| Garneray, Ambroise Louis | 51 | Thompson, Timothy Franklin Ross | 109, 112 |
| Gosselin, Colonel Joshua | 23 | Webb, William Edward | 36 |
| Groves, John Michael | 75 | Whitcombe, Thomas | 96 |
| Hardy, Thomas Bush | 26 | Whitehand, Michael James | 114 |
| Harris of Swansea, James | 57 | Wilkinson, Norman | 74 |
| Heard, Joseph | 87 | Wright, Thomas | 92 |
| Heath, Thomas Hasted | 76 | Wyllie, William Lionel | 29, 30, 31, 33, 49, 50 |
| Hemy, Bernard Benedict | 54 | | |
| Holman, Francis | 58, 91 | | |
| Holmes, John J. | 113 | | |
| Huggins, William John | 66 | | |
| Hulk, Abraham | 99, 100, 101, 104 | | |
| James, David | 102 | | |

**MARITIME PAINTINGS
AND DECORATIVE ARTS**

25 May, New York

Consignments now invited

MONTAGUE DAWSON

The Flying Clipper, Sir Lancelot
Sold for \$106,250

(212) 644 9001

maritime.us@bonhams.com



Bonhams

NEW YORK

bonhams.com/maritime

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 buy 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 £50,000 of the *Hammer Price*
20% from £50,001 to £1,000,000 of the *Hammer Price*
12% from £1,000,001 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: 56-00-27
IBAN Number: GB 33 NWBK 560027 25563009

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

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

~ Ruby and Jadeite

Ruby and jadeite gemstones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US and it is the *Buyer's* responsibility to obtain all relevant and required export/import licences, certificates and documentation before shipping. Failure by the *Buyer* to successfully import goods into the US does not constitute grounds for non payment or cancellation of *Sale*. *Bonhams* will not be responsible for any additional costs in this regard howsoever incurred.

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.

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

Wines lying in Bond are marked Δ and VAT is payable by the purchaser, at the standard rate, on the *Hammer Price*, unless the wines are to remain under Bond. *Buyers* requiring their wine to remain in Bond must notify *Bonhams* at the time of the *Sale*. The *Buyer* is then himself responsible for all duty, clearance VAT and other charges that may be payable thereon. All such *Lots* must be transferred or collected within two weeks of the *Sale*.

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- WT Objects displayed with a WT will be located at the Ward Thomas Removals Ltd 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.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

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

- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the Purchase Price, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the Purchase Price of each Lot and secondly pro-rata to pay all amounts due to Bonhams.

4 COLLECTION OF THE LOT

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

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

| | | | | | |
|----------|---|----------|--|-----------|--|
| 7 | FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS | 7.3 | If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us. | 9.3 | Paragraph 9 will not apply in respect of a <i>Forgery</i> if: |
| 7.1 | If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>): | | | 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; | 7.4 | We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us. | 9.3.2 | 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; | 8 | CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT | 9.4 | You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> . |
| 7.1.5 | to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment; | 8.1 | Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may: | 9.5 | If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> . |
| 7.1.6 | to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof; | 8.1.1 | retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or | 9.6 | The benefit of paragraph 9 is personal to, and incapable of assignment by, you. |
| 7.1.7 | to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so; | 8.1.2 | deliver the <i>Lot</i> to a person other than you; and/or | 9.7 | If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease. |
| 7.1.8 | to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full; | 8.1.3 | commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or | 9.8 | Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> . |
| 7.1.9 | to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement; | 8.1.4 | require an indemnity and/or security from you in return for pursuing a course of action agreed to by you. | | |
| 7.1.10 | on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us; | 8.2 | The discretion referred to in paragraph 8.1: | 10 | OUR LIABILITY |
| 7.1.11 | refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> . | 8.2.1 | may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and | 10.1 | We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> . |
| 7.2 | You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you. | 8.2.2 | will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim. | 10.2 | 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 | FORGERIES | 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 |
| | | 9.1 | We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9. | 10.2.2 | changes in atmospheric pressure; nor will we be liable for: |
| | | 9.2 | Paragraph 9 applies only if: | 10.2.3 | damage to tension stringed musical instruments; or |
| | | 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 | 10.2.4 | 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. |
| | | 9.2.2 | you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and | | |
| | | 9.2.3 | within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> . | | |

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"New Bond Street" means *Bonhams's* 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's* 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's* normal business bank account.

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

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

"Withdrawal Notice" the *Seller's* written notice to *Bonhams* revoking *Bonhams's* 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
+44 20 7468 8360
U.S.A
Madalina Lazen
+1 212 644 9108

20th Century British Art

Matthew Bradbury
+44 20 7468 8295

Aboriginal Art

Francesca Cavazzini
+61 2 8412 2222

African, Oceanic & Pre-Columbian Art

UK
Philip Keith
+44 2920 727 980
U.S.A
Fredric Backlar
+1 323 436 5416

American Paintings

Alan Fausel
+1 212 644 9039

Antiquities

Madeleine Perridge
+44 20 7468 8226

Antique Arms & Armour

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

Art Collections, Estates & Valuations

Harvey Cammell
+44 (0) 20 7468 8340

Art Nouveau & Decorative Art & Design

UK
Mark Oliver
+44 20 7393 3856
U.S.A
Frank Maraschiello
+1 212 644 9059

Australian Art

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

Australian Colonial Furniture and Australiana

+1 415 861 7500

Books, Maps & Manuscripts

UK
Matthew Haley
+44 20 7393 3817
U.S.A
Christina Geiger
+1 212 644 9094

British & European Glass

UK
Simon Cottle
+44 20 7468 8383
U.S.A.
Suzy Pai
+1 415 503 3343

British & European Porcelain & Pottery

UK
John Sandon
+44 20 7468 8244
U.S.A
Peter Scott
+1 415 503 3326

California & American Paintings

Scot Levitt
+1 323 436 5425

Carpets

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

Chinese & Asian Art

UK
Asaph Hyman
+44 20 7468 5888
U.S.A
Dessa Goddard
+1 415 503 3333
HONG KONG
+852 3607 0010
AUSTRALIA
Yvett Klein
+61 2 8412 2222

Clocks

UK
James Stratton
+44 20 7468 8364
U.S.A
Jonathan Snellenburg
+1 212 461 6530

Coins & Medals

UK
John Millensted
+44 20 7393 3914
U.S.A
Paul Song
+1 323 436 5455

Contemporary Art

UK
Ralph Taylor
+44 20 7447 7403
U.S.A
Jeremy Goldsmith
+1 917 206 1656

Entertainment Memorabilia

UK
+44 20 7393 3844
U.S.A
Catherine Williamson
+1 323 436 5442

Furniture & Works of Art

UK
Guy Savill
+44 20 7468 8221
U.S.A
Andrew Jones
+1 415 503 3413

Greek Art

Olympia Pappa
+44 20 7468 8314

Golf Sporting Memorabilia

Kevin Mcgimpsey
+44 131 240 2296

Irish Art

Penny Day
+44 20 7468 8366

Impressionist & Modern Art

UK
India Phillips
+44 20 7468 8328
U.S.A
William O'Reilly
+1 212 644 9135

Islamic & Indian Art

Claire Penhallurick
+44 20 7468 8249

Japanese Art

UK
Suzannah Yip
+44 20 7468 8368
U.S.A
Jeff Olson
+1 212 461 6516

Jewellery

UK
Jean Ghika
+44 20 7468 8282
U.S.A
Susan Abeles
+1 212 461 6525
AUSTRALIA
Anellie Manolas
+61 2 8412 2222
HONG KONG
Graeme Thompson
+852 3607 0006

Marine Art

UK
Veronique Scorer
+44 20 7393 3962
U.S.A
Gregg Dietrich
+1 917 206 1697

Mechanical Music

Jon Baddeley
+44 20 7393 3872

Modern, Contemporary & Latin American Art

U.S.A
Alexis Chompaisal
+1 323 436 5469

Modern Design

Gareth Williams
+44 20 7468 5879

Motor Cars

UK
Tim Schofield
+44 20 7468 5804
U.S.A
Mark Osborne
+1 415 503 3353
EUROPE
Phillip Kantor
+32 476 879 471

Automobilia

UK
Toby Wilson
+44 8700 273 619
Adrian Pipiros
+44 8700 273621

Motorcycles

Ben Walker
+44 8700 273616

Native American Art

Jim Haas
+1 415 503 3294

Natural History

U.S.A
Claudia Florian
+1 323 436 5437

Old Master Pictures

UK
Andrew Mckenzie
+44 20 7468 8261
U.S.A
Mark Fisher
+1 323 436 5488

Orientalist Art

Charles O'Brien
+44 20 7468 8360

Photography

U.S.A
Judith Eurich
+1 415 503 3259

Portrait Miniatures

UK
+44 20 7393 3986

Prints and Multiples

UK
Rupert Worrall
+44 20 7468 8262
U.S.A
Judith Eurich
+1 415 503 3259

Russian Art

UK
Daria Chernenko
+44 20 7468 8334
U.S.A
Yelena Harbick
+1 212 644 9136

Scientific Instruments

Jon Baddeley
+44 20 7393 3872
U.S.A.
Jonathan Snellenburg
+1 212 461 6530

Scottish Pictures

Chris Brickley
+44 131 240 2297

Silver & Gold Boxes

UK
Michael Moorcroft
+44 20 7468 8241
U.S.A
Aileen Ward
+1 800 223 5463

South African Art

Giles Peppiatt
+44 20 7468 8355

Sporting Guns

Patrick Hawes
+44 20 7393 3815

Travel Pictures

Veronique Scorer
+44 20 7393 3962

Urban Art

Gareth Williams
+44 20 7468 5879

Watches & Wristwatches

UK
Jonathan Darracott
+44 20 7447 7412
U.S.A.
Jonathan Snellenburg
+1 212 461 6530
HONG KONG
Cherie Wong
+852 3607 0012

Whisky

UK
Martin Green
+44 1292 520000
U.S.A
Gary Durso
+1 917 206 1653
HONG KONG
Daniel Lam
+852 3607 0004

Wine

UK
Richard Harvey
+44 (0) 20 7468 5811
U.S.A
Doug Davidson
+1 415 503 3363
HONG KONG
Daniel Lam
+852 3607 0004

UNITED KINGDOM

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

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

South East England

Brighton & Hove
19 Palmeira Square
Hove, East Sussex
BN3 2JN
+44 1273 220 000
+44 1273 220 335 fax

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

Isle of Wight
+44 1273 220 000

Representative:
Kent
George Dawes
+44 1483 504 030

West Sussex
+44 (0) 1273 220 000

South West England

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

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

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

Winchester
The Red House
Hyde Street
Winchester
Hants SO23 7DX
+44 1962 862 515
+44 1962 865 166 fax

Tetbury
22a Long Street
Tetbury
Gloucestershire
GL8 8AQ
+44 1666 502 200
+44 1666 505 107 fax

Representatives:
Dorset
Bill Allan
+44 1935 815 271

East Anglia

Bury St. Edmunds
21 Churchgate Street
Bury St Edmunds
Suffolk IP33 1RG
+44 1284 716 190
+44 1284 755 844 fax

Norfolk
The Market Place
Reepham
Norfolk NR10 4JJ
+44 1603 871 443
+44 1603 872 973 fax

Midlands

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

Oxford
Banbury Road
Sipton on Cherwell
Kidlington OX5 1JH
+44 1865 853 640
+44 1865 372 722 fax

Yorkshire & North East England

Leeds
30 Park Square West
Leeds LS1 2PF
+44 113 234 5755
+44 113 244 3910 fax

North West England

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

Manchester
The Stables
213 Ashley Road
Hale WA15 9TB
+44 161 927 3822
+44 161 927 3824 fax

Channel Islands

Jersey
La Chasse
La Rue de la Vallee
St Mary
Jersey JE3 3DL
+44 1534 722 441
+44 1534 759 354 fax

Representative:
Guernsey
+44 1481 722 448

Scotland

Edinburgh •
22 Queen Street
Edinburgh
EH2 1JX
+44 131 225 2266
+44 131 220 2547 fax

Bonhams West of Scotland
Kirkhill House
Broom Road East
Newton Mearns
Glasgow
G77 5LL
+44 141 223 8866
+44 141 223 8868 fax

Representatives:
Wine & Spirits
Tom Gilbey
+44 1382 330 256

Wales

Cardiff
7-8 Park Place,
Cardiff CF10 3DP
+44 2920 727 980
+44 2920 727 989 fax

EUROPE

Austria
Tuchlauben 8
1010 Vienna
+43 (0) 1 403 0001
vienna@bonhams.com

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

Denmark
Henning Thomsen
+45 4178 4799
denmark@bonhams.com

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

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

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

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

Ireland
31 Molestown Street
Dublin 2
+353 (0) 1 602 0990
dublin@bonhams.com

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

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

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

Portugal
Rua Bartolomeu Dias nº
160. 1º
Belem
1400-031 Lisbon
+351 218 293 291
portugal@bonhams.com

Spain - Barcelona
Teresa Ybarra
+34 930 087 876
barcelona@bonhams.com

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

Spain - Marbella
James Roberts
+34 952 90 62 50
marbella@bonhams.com

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

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

MIDDLE EAST

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

NORTH AMERICA

USA

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

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

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

Representatives:
Arizona
Terri Adrian-Hardy
+1 (480) 994 5362

California Central Valley
David Daniel
+1 (916) 364 1645

Colorado
Julie Segraves
+1 (720) 355 3737

Florida
Palm Beach
+1 (561) 651 7876
Miami
+1 (305) 228 6600
Ft. Lauderdale
+1 (954) 566 1630

Georgia
Mary Moore Betha
+1 (404) 842 1500

Illinois
Ricki Blumberg Harris
+1 (773) 267 3300
+1 (773) 680 2881

Massachusetts Boston/New England
Amy Corcoran
+1 (617) 742 0909

Nevada
David Daniel
+1 (775) 831 0330

New Mexico
Michael Bartlett
+1 (505) 820 0701

Oregon
Sheryl Acheson
+1(503) 312 6023

Texas
Amy Lawch
+1 (713) 621 5988

Washington
Heather O'Mahony
+1 (206) 218 5011

Washington DC Mid-Atlantic Region
Martin Gammon
+1 (202) 333 1696

CANADA

Toronto, Ontario •
Jack Kerr-Wilson
20 Hazelton Avenue
Toronto, ONT
M5R 2E2
+1 (416) 462 9004
info.ca@bonhams.com

Montreal, Quebec
David Kelsey
+1 (514) 341 9238
info.ca@bonhams.com

SOUTH AMERICA

Brazil
+55 11 3031 4444
+55 11 3031 4444 fax

ASIA

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

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

Japan
Akiko Tsuchida
Level 14 Hibiya Central
Building
1-2-9 Nishi-Shimbashi
Minato-ku
Tokyo 105-0003
+81 (0) 3 5532 8636
+81 (0) 3 5532 8637 fax
akiko.tsuchida@bonhams.com

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

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

AUSTRALIA

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

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

AFRICA

Nigeria
Neil Coventry
+234 (0)7065 888 666
neil.coventry@bonhams.com

South Africa - Johannesburg
Penny Culverwell
+27 (0)71 342 2670
penny.culverwell@bonhams.com

Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

Bonhams

| | | | |
|--|--|--|--|
| | | | |
|--|--|--|--|

Paddle number (for office use only)

This sale will be conducted in accordance with Bonhams' Conditions of Sale and bidding and buying at the Sale will be regulated by these Conditions. You should read the Conditions in conjunction with the Sale Information relating to this Sale which sets out the charges payable by you on the purchases you make and other terms relating to bidding and buying at the Sale. You should ask any questions you have about the Conditions before signing this form. These Conditions also contain certain undertakings by bidders and buyers and limit Bonhams' liability to bidders and buyers.

Data protection – use of your information

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

Credit and Debit Card Payments

There is no surcharge for payments made by debit cards issued by a UK bank. All other debit cards and all credit cards are subject to a 2% surcharge on the total invoice price.

Notice to Bidders.

Clients are requested to provide photographic proof of ID - passport, driving licence, ID card, together with proof of address - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed. For higher value lots you may also be asked to provide a bank reference.

If successful

I will collect the purchases myself

Please contact me with a shipping quote (if applicable)

| | | | | | | | | | | | | | | | |
|--|--|--|--|-----------------------|---------------------------------|----------------------------------|---|--------------------------|----------------------------------|-----------------------------|------------------------------------|---|--|------------------------------|--|
| Sale title: The Marine Sale | | Sale date: Wednesday 13 April 2016 | | | | | | | | | | | | | |
| Sale no. 23271 | | Sale venue: Knightsbridge | | | | | | | | | | | | | |
| <p>If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.</p> <p>General Bid Increments:</p> <table border="0"> <tr> <td>£10 - 200by 10s</td> <td>£10,000 - 20,000by 1,000s</td> </tr> <tr> <td>£200 - 500by 20 / 50 / 80s</td> <td>£20,000 - 50,000by 2,000 / 5,000 / 8,000s</td> </tr> <tr> <td>£500 - 1,000by 50s</td> <td>£50,000 - 100,000by 5,000s</td> </tr> <tr> <td>£1,000 - 2,000by 100s</td> <td>£100,000 - 200,000by 10,000s</td> </tr> <tr> <td>£2,000 - 5,000by 200 / 500 / 800s</td> <td>above £200,000at the auctioneer's discretion</td> </tr> <tr> <td>£5,000 - 10,000by 500s</td> <td></td> </tr> </table> <p>The auctioneer has discretion to split any bid at any time.</p> | | | | £10 - 200by 10s | £10,000 - 20,000by 1,000s | £200 - 500by 20 / 50 / 80s | £20,000 - 50,000by 2,000 / 5,000 / 8,000s | £500 - 1,000by 50s | £50,000 - 100,000by 5,000s | £1,000 - 2,000by 100s | £100,000 - 200,000by 10,000s | £2,000 - 5,000by 200 / 500 / 800s | above £200,000at the auctioneer's discretion | £5,000 - 10,000by 500s | |
| £10 - 200by 10s | £10,000 - 20,000by 1,000s | | | | | | | | | | | | | | |
| £200 - 500by 20 / 50 / 80s | £20,000 - 50,000by 2,000 / 5,000 / 8,000s | | | | | | | | | | | | | | |
| £500 - 1,000by 50s | £50,000 - 100,000by 5,000s | | | | | | | | | | | | | | |
| £1,000 - 2,000by 100s | £100,000 - 200,000by 10,000s | | | | | | | | | | | | | | |
| £2,000 - 5,000by 200 / 500 / 800s | above £200,000at the auctioneer's discretion | | | | | | | | | | | | | | |
| £5,000 - 10,000by 500s | | | | | | | | | | | | | | | |
| Customer Number | | Title | | | | | | | | | | | | | |
| First Name | | Last Name | | | | | | | | | | | | | |
| Company name (to be invoiced if applicable) | | | | | | | | | | | | | | | |
| Address | | | | | | | | | | | | | | | |
| City | | County / State | | | | | | | | | | | | | |
| Post / Zip code | | Country | | | | | | | | | | | | | |
| Telephone mobile | | Telephone daytime | | | | | | | | | | | | | |
| Telephone evening | | Fax | | | | | | | | | | | | | |
| Preferred number(s) in order for Telephone Bidding (inc. country code) | | | | | | | | | | | | | | | |
| E-mail (in capitals) | | | | | | | | | | | | | | | |
| By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses. | | | | | | | | | | | | | | | |
| I am registering to bid as a private buyer <input type="checkbox"/> | | I am registering to bid as a trade buyer <input type="checkbox"/> | | | | | | | | | | | | | |
| If registered for VAT in the EU please enter your registration here: □□ / □□□ - □□□□ - □□ | | Please tick if you have registered with us before <input type="checkbox"/> | | | | | | | | | | | | | |

Please note that all telephone calls are recorded.

| Telephone or Absentee (T / A) | Lot no. | Brief description | MAX bid in GBP (excluding premium & VAT) | Covering bid* |
|-------------------------------|---------|-------------------|--|---------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

FOR WINE SALES ONLY

Please leave lots "available under bond" in bond I will collect from Park Royal or bonded warehouse Please include delivery charges (minimum charge of £20 + VAT)

BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE AND WISH TO BE BOUND BY THEM, AND AGREE TO PAY THE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.

Your signature: _____ Date: _____

* Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.

NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.

Please email or fax the completed Auction Registration form and requested information to:

Bonhams, Customer Services, 101 New Bond Street, London, W1S 1SR. Tel: +44 (0) 20 7447 7447 Fax: +44 (0) 20 7447 7401, bids@bonhams.com

Bonhams 1793 Limited. Montpelier Street, London SW7 1HH. Incorporated in England. Company Number 4326560.







£ 1793

Bonhams

Montpelier Street
Knightsbridge
London SW7 1HH

+44 (0) 20 7393 3900

+44 (0) 20 7393 3905 fax

