

TRAVEL & EXPLORATION

Wednesday 1 February 2017, 1pm Knightsbridge, London

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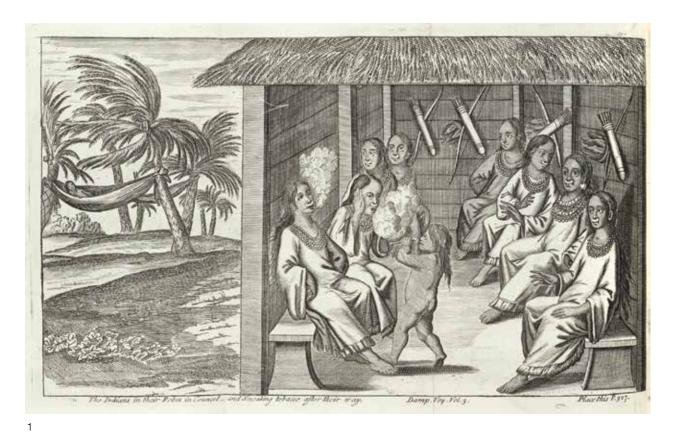
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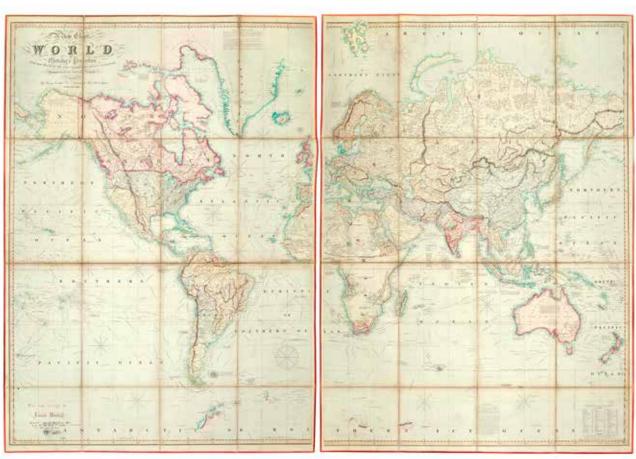
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GENERAL TRAVEL AND THE PACIFIC

DAMPIER (WILLIAM)

A Collection of Voyages, 4 vol., 63 engraved maps and plates (some folding), engraved portrait of Dampier inserted as frontispiece to volume 2, preface leaf A4 loose in volume 2, contemporary panelled calf, rebacked preserving original spines with gilt morocco spine labels [Hill 422; Sabin 18373], 8vo, James and John Knapton, 1729

£3,000 - 4,000 €3.600 - 4.800

The first collected edition of Dampier's Voyages, "considered by many to be the best... Dampier's accounts show him to have been a careful observer of everything affecting navigation and of the natural history of the lands he visited. His style is clear and simple, making his writing almost classical" (Hill). The publisher also included the narratives of Lionel Wafer, William Funnell, and William Hacke.

Provenance

Charles Arthur Wynne Finch, bookplate in volume 2 with "Woodcliff Hall" added in ink below.

MOORE (JOHN HAMILTON)

A New and Complete Collection of Voyages and Travels, 2 vol., additional engraved title, 20 maps (8 folding) and 80 plates, Printed for the Proprietors and sold by Alexander Hogg, [1780?]--[FENNING (DANIEL) A New System of Geographyl, Appendix to vol. 1 only (i.e. pp.521-624 covering Cook's voyages), 2 engraved maps handcoloured in outline, 7 plates, [J. Johnson, and G. and T. Wilkie, 1785-86], uniform nineteenth century half calf preserving original spines of the first work, rubbed, folio (360 x 220mm.) (3)

£800 - 1,200 €960 - 1,400

WORLD MAP

TEESDALE (HENRY, publisher) A New Chart of the World on Mercator's Projection, with the Tracks of the Most Celebrated & Recent Navigators, large hand-coloured map engraved by John Dower, divided into sections on 2 sheets and laid on linen, 5-line ink note in lower left corner, folding into publisher's maroon morocco gilt, worn, overall map size approximately 1292 x 1944mm., H. Teesdale, 1842

£600 - 800 €720 - 960

Striking large wall map of the World, showing Texas as an independent

Provenance

Derek Hackett, early nineteenth century ink inscription in one corner of map, and on blank verso.

HMS BOUNTY

Four blue glass trading beads salvaged from the wreck of the HMS Bounty, 13mm. diameter and smaller

£1.500 - 2.000 €1,800 - 2,400

RARE RELICS FROM HMS BOUNTY. Discovered by a National Geographic Society diver inside a glass vase at the wreck site, these decorative trade beads were used by the crew of the Bounty as currency to exchange for goods and services on their voyage to transport breadfruit plants from Tahiti. The mutineers, under the leadership of Fletcher Christian, landed on Pitcairn Island on 15 January 1790 after having taken the Bounty from Captain Bligh and cast him adrift in the ship's launch. The remoteness of the island and its abundance of natural resources proved an ideal place to make a permanent settlement. To prevent the mutineers escaping, the Bounty was destroyed by fire on 23 January, after having been stripped of everything that might be useful to the settlers. Luis Marden describes the discovery of the wreck and his time on Pitcairn Island in 'I found the Bones of the Bounty', National Geographic Magazine, December 1957, vol. CXII, no. 6, pp.725-789.

Provenance

Luis Marden, recovered from the wreck site in Bounty Bay, Pitcairn Island in January 1957; thence private collection from which acquired by the present owner.



HMS BOUNTY

Fragment of a 9lb cannon ball recovered from the wreck of the HMS Bounty, with accumulated deposits, varnished, some cracking and flaking, c.100 x 140mm. overall

£3,000 - 4,000 €3,600 - 4,800

CANNON BALL FROM THE WRECK OF THE BOUNTY: Only a few fully intact cannon balls from the Bounty have survived and this is believed to be only one of two currently in private hands. Marden was able to locate the Bounty "...by estimating the ship's position from a known group of iron ballast bars close to the shore, then searching for unusual shapes in the limestone-encrusted sea bottom. He cut the objects from the calcareous growths with a hammer and chisel..." and notes "Everything was covered in a hard limy growth..." (Luis Marden, 'I found the Bones of the Bounty', National Geographic Magazine, December 1957, vol. CXII, no. 6, p.725-789.)

A Polynesian woman, Jenny, who arrived with the mutineers, describes how "the property from the ship was landed principally on the raft, by means of a rope fastened to the rocks. When all they wanted was brought ashore, they began to consider what they should do with the vessel. Christian wished to save her for a while. The others insisted on destroying her in the fore part. Shortly after two others went off and set fire to her in different places". From later examination of the wreck it appears that the ship's cannon and heavy ordnance were left on board, the mutineers either unable to transport it ashore or left because they did not have enough powder to use it (Nigel Erskine, director of the Pitcairn Project, quoted on archive.archeology.org).

Provenance

Luis Marden, recovered from the wreck site in Bounty Bay, Pitcairn Island in January 1957; thence private collection from which acquired by the present owner.

AUSTRALIA AND NEW ZEALAND

COLLINS (DAVID)

An Account of the English Colony in New South Wales, from its First Settlement, in January 1788, to August 1801: with remarks on the dispositions, customs, manners, &c. of the native inhabitants of that country... some particulars of New Zealand, second edition, engraved frontispiece portrait, 23 engraved plates (3 hand-coloured), 2 engraved maps (one folding, misbound), engraved illustrations, modern half calf, gilt morocco spine label [Ferguson 390], 4to, T. Cadell and W. Davies, 1804

£600 - 800 €720 - 960

David Collins accompanied Governor Arthur Phillip on the expedition to establish a convict settlement in Botany Bay. The work "apart from its singular, almost painful interest as a narrative, is of especial value as the first account of the infant colony" (DNB).

Provenance

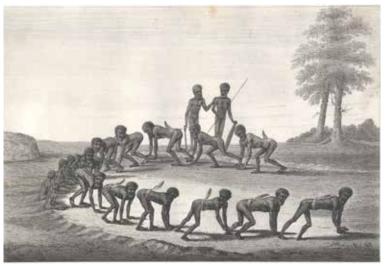
Adrian Bullock, Norfolk, bookplate.

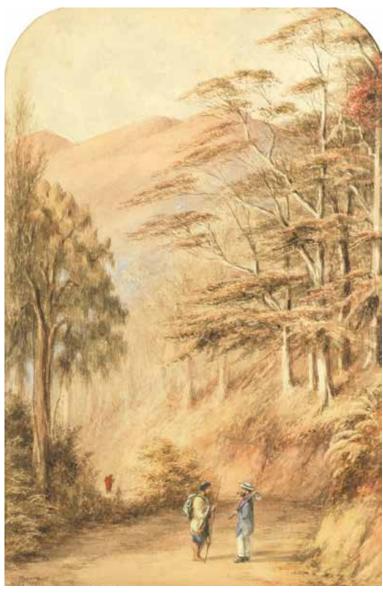
CHARLES DECIMUS BARRAUD (BRITISH, 1822-1897)

Figures on a path, New Zealand signed, inscribed and dated 'C.D.Barraud/ N.Z. 1861' (lower left) watercolour with arched top 37.5 x 24.4cm (14 3/4 x 9 5/8in).

£800 - 1,200 €960 - 1,400

Charles Decimus Barraud settled in Wellington in 1849 and was the first president of the New Zealand Academy of Fine Arts from 1889 to 1897.









8 WILLIAM BUSTARD (AUSTRALIAN, 1894-1973)

Sheep station signed and dated 'WILLIAM BUSTARD 1943' (lower right) oil on board 50.8 x 40.7cm (20 x 16in).

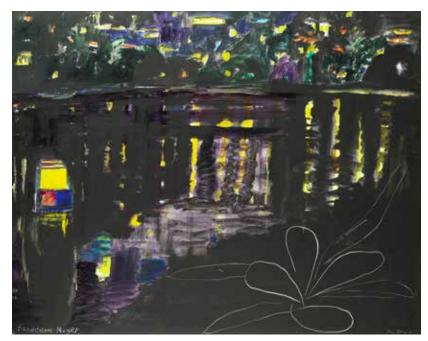
£600 - 800 €720 - 960

9

ROBERT JUNIPER (AUSTRALIAN, 1929-2012)

Landscape with figures signed and dated 'R Juniper 1962' (lower left) oil on board 87.6 x 65.4cm (34 1/2 x 25 3/4in).

£600 - 800 €720 - 960





11

KEN DONE (AUSTRALIAN, BORN 1940)

'Frangipani Night I' signed and dated 'Ken Done 99' (lower right) and inscribed 'FRANGIPANI Night' (lower left) acrylic on canvas 80 x 100cm (31 1/2 x 39 3/8in).

£800 - 1,200 €960 - 1,400

Provenance

With Stafford Studios of Fine Art, Perth, November 2000.

JUDY CASSAB (AUSTRALIAN, 1920-2015)

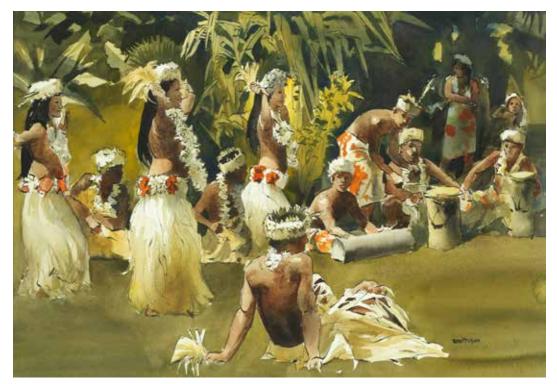
Australian desert landscape signed and dated 'Cassab 1961' (lower right) acrylic on canvas, unframed 76.2 x 96.5cm (30 x 38in).

£800 - 1,200 €960 - 1,400

Provenance

Acquired directly from the artist, and thence by descent to the current owners.

Private collection, UK.





13

PETER MCINTYRE (NEW ZEALAND, 1910-1995)

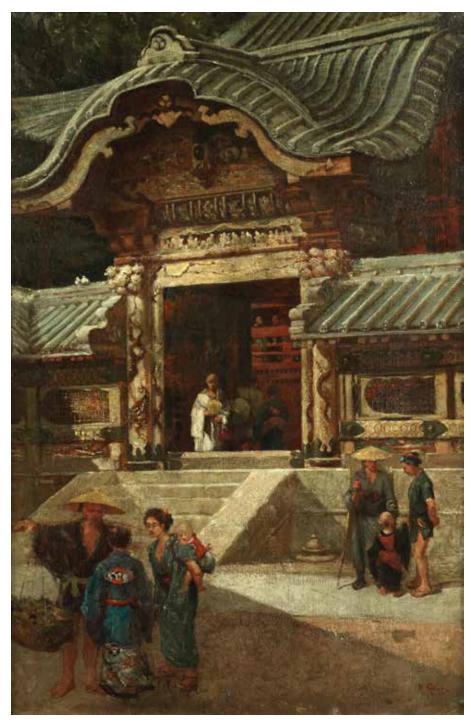
'Tahiti Dancers' signed 'PETER MCINTYRE' (lower right), signed and titled (on the backboard) watercolour 49 x 70cm (19 5/16 x 27 9/16in).

£1,000 - 1,500 €1,200 - 1,800

PERCY LINDSAY (AUSTRALIAN, 1870-1952)

'Porters Cottage, Melbourne Road, Creswick' signed and dated 'Percy Lindsay - 1907' (lower right), inscribed 'PORTERS COTTAGE/MELBOURNE ROAD/CRESWICK 1907/Percy Lindsay' (verso) oil on panel 28 x 46.3cm (11 x 18 1/4in).

£600 - 800 €720 - 960



JAPAN

ROBERT CHARLES (COL.) GOFF (BRITISH, 1837-1922)

The Karamon Gate at the Toshogu Shrine, Nikko, Japan signed 'R.Goff' (lower right), bears inscription 'A Temple in Japan' (on an old label attached to the stretcher) oil on canvas 92 x 61cm (36 1/4 x 24in).

£3,000 - 4,000 €3,600 - 4,800





16

KINICHIRO ISHIKAWA (JAPANESE, 1871-1945)

A Japanese woman with a parasol walking through a park signed 'KINICHIRO/ISHIKAWA' (lower right) watercolour 23.5 x 32cm (9 1/4 x 12 5/8in).

£800 - 1,200 €960 - 1,400

MASANO (MASANA) KAWAKUBO (JAPANESE, 19TH/20TH CENTURY)

Temples at Nikko, Japan signed 'M.Kawakubo' (lower right) watercolour 21.5 x 30cm (8 7/16 x 11 13/16in). To be sold with a watercolour of Nikko by S.Suzuki and a watercolour of Japanese peasants by E.Kato. (3)

£1,000 - 1,500 €1,200 - 1,800



CHARLES WIRGMAN SR. (BRITISH, 1832-1891)

Study of a Japanese man, probably a leader during the Boshin war signed 'C Wirgman' (lower right) watercolour heightened with white 25.4 x 17.8cm (10 x 7in).

£1,000 - 1,500 €1,200 - 1,800

18

CHARLES WIRGMAN SR. (BRITISH, 1832-1891)

Study of Japanese figures, probably hikeshi signed 'C Wirgman' (lower right) watercolour heightened with white 25.4 x 18cm (10 x 7 1/16in).

£1,500 - 2,000 €1,800 - 2,400







21



KAEMPFER (ENGELBERT)

The History of Japan: Giving an Account of the Antient and Present State of Government of that Empire... together with a Description of the Kingdom of Siam, 2 vol., first edition in English, second issue (with the 'Second Appendix'), translated by J.G. Scheuchzer, titles printed in red and black, additional engraved titles and 45 mostly double-page or folding plates and maps, contemporary calf, neatly rebacked and recornered [Cordier Japonica 414-415], folio (350 x 215mm.), for the Publisher, and sold by T. Woodward and C. Davis, 1728

£1,500 - 2,500 €1,800 - 3,000

Kaempfer's "History of Japan was for more than a century the chief source of Western knowledge of the country" (DSB). It includes six appendices, on tea, Japanese paper, acupuncture, moxa, ambergris, and Japan's seclusion policy.

MONTANUS (ARNOLDUS)

Atlas Japannensis: being Remarkable Addresses by way of Embassy... to the Emperor of China, first English edition, translated by John Ogilby, additional engraved title, folding map, 23 double-page and/ or folding plates and plans (of 24), numerous illustrations in text, lacking plate of Dayboth's Temple and text leaves 202 and 2R3, plates somewhat browned, 4 gatherings with wormtrail in lower margin, one leaf with neatly closed tear, nineteenth-century calf gilt with Botfield arms on sides [Cordier Japonica 384-5; ESTC R20211], folio (410 x 255mm.), T. Johnson, 1670

£1,000 - 2,000 €1,200 - 2,400

Provenance

Botfield sale, Christie's, 13 June 2002, lot 108 (sold with 6 other works by Ogilby).

[MONTANUS (ARNOLDUS)]

Ambassades mémorables de la Compagnie des Indes Orientales... vers les Empereurs du Japon, 2 parts in 1 vol., first edition in French, additional engraved title, folding map (clean tear at stub), 25 doublepage plates (4 folding), 70 engravings in the text, contemporary calf, recornered and rebacked preserving original spine, joints cracked [Cordier Japonica 385], folio (365 x 230mm.), Amsterdam, Jacob de Meurs, 1680

£2,000 - 3,000 €2,400 - 3,600

Provenance

Den ?Shutoku/Akinori (two characters unclear), book collector's red ink seal with kanji characters on title.

23



PERRY (MATTHEW CALBRAITH)

Narrative of the Expedition of an American Squadron to the China Seas and Japan, Performed in the Years 1852, 1853, and 1854, 3 vol., FIRST EDITION, 133 lithographed plates (most tinted, some hand-coloured, 2 folding) including the suppressed nude bathing plate "Public Bath at Simoda", 22 maps (18 folding, several with short tears at folds), numerous illustrations, occasional spotting to margins, modern green half morocco gilt, spines gilt with repeated ship tool [Hill 1332; Sabin 30968], Washington, A.O.P. Nicholson, 1856--KEATE (GEORGE) An Account of the Pelew Islands, Situated in the Western Part of the Pacific Ocean, second edition, engraved portrait frontispiece, 15 engraved plates, one folding map, one plate dampstained, offsetting from plates to text, later half calf gilt, rebacked preserving most of original spine, worn [Hill 907], G. Nicol, 1788, 4to

£700 - 900 €840 - 1,100

Provenance

Second work, Helen Cutting, bookplate.

23

PHOTOGRAPHY

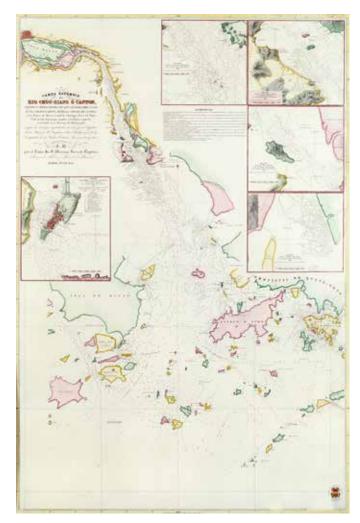
Album of 50 topographical views and portrait types, hand-tinted albumen prints, mostly numbered and captioned in the negative, mounted one per page and back to back, variable toning, images approximately 210 x 265mm., 3 additional albumen prints (one of Cavanagh Bridge, Singapore) loosely inserted, contemporary lacquer binding, the upper cover decorated with a scene of a woman with an umbrella being punted across a lake, g.e., spine worn, oblong folio (262 x 333mm.), [1880s]

£600 - 800 €720 - 960

Comprises portrait figures or groups (8, including "Wrestlers", "Girls playing cards, "Vegetable howker", "Kago (travelling chair)", uncaptioned Geishas, ?theatrical Samurai group); 42 views, including Kobe (5), Nikko (5), Tokyo (7), Narra (3), Hakone (3), Kamakura (2), Nagasaki (2), Osaka (2), Yokohama (2), Suruga (2), Arima, Miyajima, Yumoto, and others.

Most of the images relate to Terry Bennett's "Unidentified number groups", tentatively attributed by him to the Enami or Farsari Studios. Approximately 20 of the prints are not not listed him (cf. Old Japanese Photographs. Collectors' Data Guide, 2006).





CHINA AND EAST ASIA

24

ABEL (CLARKE)

Narrative of a Journey in the Interior of China, and of a Voyage to and from that Country, in the Years 1816 and 1817, 19 aguatint or engraved plates (8 hand-coloured), 4 engraved maps (3 folding), errata slip, title shorter (?inserted from another copy), a few small marginal tears to plates, some spotting and offsetting, modern half calf [Löwendahl 797; Lust 496; cf. Abbey Travel 537, second edition], Longman, Hurst, 1818--ELLIS (HENRY) Journal of the Proceedings of the Late Embassy to China; Comprising a Correct Narrative of the Public Transactions of the Embassy, of the Voyage to and from China, and of the Journey from the Mouth of the Pei-Ho to the Return to Canton, engraved portrait frontispiece, 7 hand-coloured aquatint plates, 3 engraved maps (one folding, 2 browned), some marginal dampstaining (heaviest on portrait), tissue guards but some light offsetting, contemporary half calf, rebacked preserving original gilt spine IAbbey Travel 536: Cordier Sinica 2393: Hill 542: Löwendahl 791; Lust 509; Tooley 208], John Murray, 1817, FIRST EDITIONS, 4to

£800 - 1,200 €960 - 1.400

25

BARROW (JOHN)

Travels in China, second edition, hand-coloured aquatint frontispiece, 7 plates (4 hand-coloured), light foxing and spotting, frontispiece with imprint trimmed, contemporary russia, blindstamped and gilt, rebacked preserving most of original spine [Abbey Travel 531; Löwendahl 724; Lust 50; Tooley 84], 4to, T. Cadell and W. Davies, 1806

£600 - 800 €720 - 960

BRETON DE LA MARTINIÈRE (JEAN BAPTISTE)

China: its Costume, Arts, Manufactures, 4 vol. in 2, translated from the French, 79 hand-coloured engraved plates (of 80, one repaired, several shaved), contemporary straight-grained burgundy morocco gilt, g.e., spines rubbed [cf. Colas 435], Howlett and Brimmer, 1824; La Chine en miniature, 4 vol. (without supplements), 80 engraved plates (5 hand-coloured, several shaved), later cloth-backed boards, untrimmed [Colas 433], Paris, Nepveu, 1811--ALEXANDER (WILLIAM) Costumes et vues de la Chine, 2 vol., half-titles (one repaired), 53 engraved plates (29 double-page, 4 folding, one shaved), nineteenth century boards gilt, sunned [Colas 77], Paris, Nepveu, 1815, 12mo (8)

£700 - 900 €840 - 1,100

First work, Anne Dodwell, armorial bookplate; second work, Jeanne Pépin, small ownership stamp on one title-page; third work, Fürstlich Löwenstein-Wertheim-Rosenberg Sche Hofbibliothek, library stamps.

CANTON AND MACAO - SEA CHART

[ESPEJO (JOSÉ)] Carta esférica del Rio Chou-Kiang ó Canton, desde su embocadura con los canales de S.Y So. É Isla de Hong-Kong, hasta la Ciudad de Canton... por el Capitan de la Marina Rl. Inglesa Edw.d Belcher..., large hand-coloured engraved sea-chart, 5 inset charts including one with a town plan of Macao. 1000 x 665mm... Madrid, [en Direccion de Hidrographia], 1849

£800 - 1.200 €960 - 1.400

Scarce large Spanish chart of the of the mouth of the Pearl River, detailing river the waters around Canton, Hong Kong and Macao, based on the surveys undertaken by Daniel Ross on behalf of the East India Company in 1815-1816, and by Captain Edward Belcher in 1840.

DANIELL (THOMAS AND WILLIAM)

A Picturesque Voyage to India; by the Way of China, 50 hand-coloured aguatint plates within wash borders, ALL ON STIFF CARD, each with leaf of letterpress text, all leaves mounted on stubs, tear or repairs to 3 text leaves, modern half morocco [Abbey Travel 516; Colas 797; Cordier Sinica, 2107; Lipperheide 1523; Tooley 173], folio (345 x 250mm.), Longman, 1810

£2,000 - 3,000 €2,400 - 3,600

Leaving England on the Indiaman Atlas in April 1785, the Daniells arrived in China in August, where they spent several months before sailing onwards to India. Amongst the plates are 24 of Chinese interest, including views of Macao, Canton, Whampoa and Hotun on the Canton river, general views of Chinese vessels, and the dress of the inhabitants.

29.

FORTAVION (G.C. DE)

La guerre de Chine. Grand panorama illustré historique et anecdotique, 16 lithographed plates, title browned, small repair in margin of one text leaf, publisher's cloth-backed lithographed boards, illustration on upper cover hand-coloured, rebacked, soiled [Cordier Sinica 4146; Löwendahl 1625], oblong folio (302 x 460mm.), Paris, Guérin-Muller, 1862

£1,500 - 2,000 €1,800 - 2,400

"The attractive plates show details of fleets, battles and encampments, during General Montauban's campaign in China with the allied army in 1860. The views include Canton, the procession of the Chinese plenipotentiaries at the camp in Tien-Tsin, the Summer palace, the taking of Pekin and the triumphant entry of the allied armies in Peking" (Western Travellers in China).

30.

GONZALEZ DE MENDOZA (JUAN)

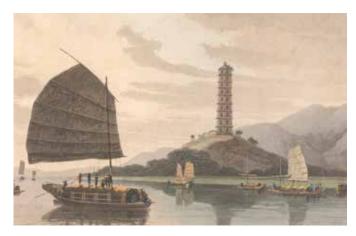
Dell' historia della China descritta dal P.M. Gio. Gonzalez di Mendozza... nella lingua Spagnuola. Et tradotta nell' Italiana dal Magn. M. Francesco Avanzo, Citadino originario di Venetia. Parti due, divise in tre libri, & in tre viaggi fatti in quei paesi da i Padri Agostiniani, & Fraciscani, woodcut printer's device on title, woodcut head- and tailpieces, with blanks ++8 and ff8, 3 folding engraved plates from a later work bound in, occasional light staining, title repaired just affecting last letter of imprint date, nineteenth century marbled boards, titled in gilt on spine [Adams G-868; Cordier Sinica 10-11; Löwendahl 21; Lust 23; Palau 105.504; Sabin 27779], 8vo (145 x 100mm.), Venice, Andrea Muschio, 1586

£800 - 1,200 €960 - 1,400

LORD MACARTNEY'S COPY OF THE FIRST SERIOUS SURVEY OF CHINA. Although Mendoza never went to China himself, he amassed a large number of reports from missionaries and had access to a collection of works in Chinese acquired by P. Martin de Rada in Fukien in 1575. His immensely successful book was first published in Rome as Historia de las cosas mas notables... del gran reyno de la China, 1585, and the following year saw the appearance of several Italian editions, including this first Venetian printing.

Provenance

George 1st Earl of Macartney (1737-1806), leader of the celebrated embassy to China in 1792, bookplate.



28



29



30

31 °

HALDE (JEAN BAPTISTE DU)

The General History of China. Containing a Geographical, Historical, Chronological, Political and Physical Description of the Empire of China, 4 vol., titles printed in red and black, 4 engraved frontispieces. 15 plates (11 folding) and 4 folding maps, one woodcut illustration, contemporary calf gilt, gilt morocco spine labels, 2 headbands chipped [Cordier Sinica 49-50; Howes D546; Löwendahl 399; Lust 205 & 360], 8vo, John Watts, 1736

£600 - 800 €720 - 960

32 •

HALL (BASIL)

Account of a Voyage of Discovery to the West Coast of Corea, and the Great Loo-Choo Island; with an Appendix Containing Charts, and Various Hydrographical and Scientific Notices... and Vocabulary of the Loo-Choo Language by H.J. Clifford, FIRST EDITION, half-title, 10 aquatint or engraved plates (8 hand-coloured), 5 engraved maps (2 folding), some offsetting, contemporary half calf, rebacked in calf gilt [Abbey Travel 558; Cordier Sinica 3009], 4to, John Murray, 1818

£500 - 700 €600 - 840

33.

IDES (EVERT YSBRANTS)

Three Years Travels from Moscow Over-Land to China, thro' Great Ustiga, Siriania, Permia, Sibiria, Daour, Great Tartary, &c. to Peking, first English edition, engraved frontispiece, 30 engraved plates (8 folding), large folding engraved map (short repair), contemporary calf, spine gilt with red morocco lettering label, joints slightly weakened [Cordier Sinica 2468; Löwendahl 194; Lust 519], 4to (245 x 190mm.), W. Freeman, J. Walthoe [and others], 1706

£1,000 - 1,500 €1.200 - 1.800

Ides travelled as Ambassador to China in 1693, as part of a Russian mission. First published in Dutch in 1704, this first English edition has 30 newly engraved plates.

Provenance

Earl of Findlater, armorial bookplate.

34 •

KIRCHER (ATHANASIUS)

China monumentis, qua sacris qua profanis, nec non variis naturae & artis spectaculis, aliarumque rerum memorabilium argumentis illustrata, engraved vignette on title, additional engraved title incorporating a map of China, engraved portrait of the author, 2 folding maps, 23 plates (several folding, a few shaved within platemark but not touching text), large engraved illustrations in the text, all plates laid on linen, leaf M4 torn with small repair, light dampstaining to approximately 20 leaves, calf antique, gilt spine, red edges, some abrasions to sides [Cordier Sinica 26; Löwendahl 133], folio (310 x 190mm.), Amsterdam, J. à Meurs, 1667

£1.000 - 1.500 €1,200 - 1,800

A counterfeit edition, printed in the same year as the first edition by Johannes Janssonius, with "some omissions and alterations to the text" (Löwendahl, who described it as "one of the most influential books in shaping the European conception of China in its day"). It includes material supplied by Michael Boym, Martino Martini and other missionaries.

35

MASON (GEORGE HENRY)

The Costume of China, Illustrated by Sixty Engravings with Explanations in English and French, FIRST EDITION, 60 hand-coloured aquatint plates (one supplied from another copy, one with small tears in lower margin), some offsetting from plates to text, contemporary blue morocco gilt, g.e., rebacked [Colas 2009; Lipperheide 1520], folio (365 x 265mm.), W. Miller, 1800 [watermarked 1816-1818]

£800 - 1,200 €960 - 1,400

[MASON (GEORGE HENRY)]

The Punishments of China, text in English and French, 22 handcoloured aquatint plates (some watermarked "1817"), contemporary maroon straight-grained morocco gilt, g.e. [Abbey Travel 532; Colas 2012], folio (360 x 260mm.), William Miller, 1808

£500 - 700 €600 - 840

MENDES PINTO (FERNANDO)

The Voyages and Adventures of Ferdinand Mendez Pinto... during his Travels for the Space of One and Twenty Years in the Kingdoms of Ethiopia, China, Tartaria, Cauchin-china, Calaminham, Siam, Pegu, Japan, and a Great Part of the East-Indies, second edition in English, translated by Henry Cogan, small piece of blank upper margin of title cut away, contemporary calf, rebacked and restored preserving original spine [ESTC R221803; Cordier Japonica 40; Cordier Indosinica 113; Cordier Sinica 2069; cf. Löwendahl 104, first English edition; Wing M1706], small folio (290 x 180mm.), J. Macock, for Henry Herringhman, 1663

£800 - 1,200 €960 - 1,400

An important early source for the East Indies and Asia first published in Lisbon in 1614.

Provenance

"1801. Partridge Library", inscription on title (partly torn away from blank upper margin); D.G. Mackenzie, bookplate.

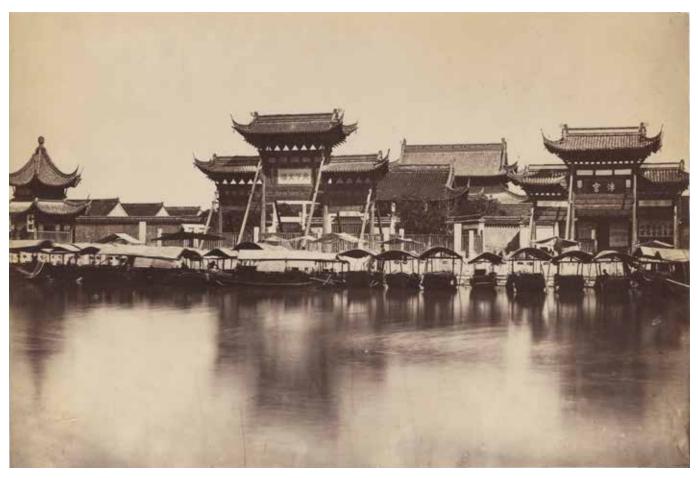








35 38



NIEUHOFF (JEAN)

L'Ambassade de la compagnie orientale des provinces unies vers l'Empereur de la Chine, ou Grand Cam de Tartarie, 2 parts in 1 vol., first French edition, engraved allegorical frontispiece, title printed in red and black with large engraved vignette (short tear at lower margin), engraved portrait of Colbert, engraved folding map, 34 double-page engraved views and plans (one with short tears in outer margin), 110 engraved illustrations, occasional spotting, modern morocco gilt [Cordier Sinica 2345; Löwendahl 127; Lust 534], small folio (365 x 235mm.), Leiden, Jacob de Meurs, 1665

£2.000 - 3.000 €2,400 - 3,600

"Originally published in Dutch earlier in the same year, this is the first French edition, enlarged by the editor with a second part Déscription générale de l'empire de la Chine. The first part describes the embassy to China undertaken in 1655-57 by Peter van Goyer and Jacob Keyzer on behalf of the Dutch East Indian Company" (Löwendahl). This copy has the following pagination: [16],290,[2],134,[2], varying slightly from that cited in Löwendahl, but it appears to be complete.

Provenance

Duc de Valentinois (possibly Jacques François Léonor, 1689-1751, fourth Duke of Valentinois and Prince of Monaco), early ownership inscription on title. See illustration on preceding page.

OSBECK (PETER)

A Voyage to China and the East Indies... Together with a Voyage to Suratte by Olof Toreen... and an Account of the Chinese Husbandry by... Eckeberg. Translated from the German by John Reinhold Forster... To which are added a Faunula and Flora Sinensis, 2 vol., 13 engraved plates, contemporary calf, rebacked (with gilt leather spine labels), corners worn [Cordier Sinica 2097-98; Löwendahl 558; Lust 350; Pritzel 6865], 8vo, Benjamin White, 1771--AVRIL (PHILIPPE) Travels into Divers Parts of Europe and Asia, Undertaken by the French King's Order to Discover a New Way by Land into China, 2 parts in 1 vol., first English edition, title printed in red and black, some browning, without advertisement leaf, contemporary ruled calf, rebacked [ESTC R16481; Cordier Sinica 2088; Löwendahl 207; Lust 311], 12mo, Timothy Goodwin, 1693; and another (4)

£800 - 1,200 €960 - 1,400

The journal of the Swedish explorer and naturalist Pehr Osbeck (1723-1805), who went by ship to China to study the flora, fauna, and people of the Canton region; sold with Avril's earlier account of his mission to find an overland route to China in 1685, by way of Cyprus, Syria, Asia Minor and Persia before he was turned back at Astrakhan.

Provenance

First work, James Lewis, ownership signature dated 1835; second work, early ownership signatures of Charles Hind, Oxford, 1711.



40 PHOTOGRAPHY - H.M.S CUMBERLAND

Album relating to the H.M.S. Cumberland's tour of duty to China, as part of the British China Fleet, upwards of 250 images gelatin silver prints, corner mounted usually between 3 and 6 per page, all captioned and (most) dated in a neat white ink on the mount, images typically 80 x 110mm. (but some smaller, some larger), typed description of H.M.S. Cumberland tipped inside upper cover, contemporary cloth, oblong 4to, [1930-1931]

£600 - 800 €720 - 960

Good album of photographs recording the voyage of H.M.S. Cumberland to China, including Hong Kong and Wei-Hai-Wei (c.120, including several of the ceremony at which the British handed back Wei-Hai-Wei to the Chinese, convicts carrying water, prostitutes, several of naval exercises, Peak railway and tram, "open air Barber's shop", "family washing day"), Nagasaki (8), Kagoshima (3), Yangtse Kiang (12), Hankou (16, including "Chinese quarters", promenade, "How China deals with Communists... 7.8.[19]30"), Peking/Beijing (18, including camel back bridge, bridge of 17 arches, Chinese wedding, view of Imperial Palace, Great Wall), Tsingtao (4), Nanking (4), Shanghai (10), ships of the China Fleet (18), "H.M.S. Poseidon sunk 21 miles north of Wei-Hai-Wei with loss of 20 lives. June 9th 1931 after collision with Chinese S.S. Yuta" (13, including funeral), "Yangste Floods of October 1931" (8).

Provenance

Samuel Saunders, Leading Signalman on H.M.S. Cumberland; thence by descent to the present owner.

41

PHOTOGRAPHY

Group of 16 photographs, albumen prints, unmounted, one captioned in negative, 2 with ink captions in sky areas, 200 x 270mm. and slightly smaller, [1870s-1880s]

£4,000 - 6,000 €4,800 - 7,200

Images include: Peking (pagoda at the Summer Palace, Yuanmingyuan; Changling Tomb; Gate of the Wofo Temple; Temple of Heaven, 2 prints from the same negative; general view over Qianmen Street from the Chien Men; Longevity Hill / Wanshou Shan; Tongzhou Pagoda); monumental arch at Ningpo, by Major J.C. Watson but with very small caption in negative not found in other prints; view of Yuyao by Watson; Buddhist temple in Amoy; Confucius Temple from the water, Nanjing; Shanghai (Yu Gardens; dilapidated pagoda near the city).

42.

PSALMANAZAR (GEORGE)

An Historical and Geographical Description of Formosa, second edition, 16 engraved plates, folding map, folding engraved table of the "Formosan Alphabet", title repaired at edges [Cordier Sinica 281-282; Cordier Japonica 408; Lust 236], M. Wotton [and others], 1705; An Enquiry into the Objections against George Psalmanaazaar of Formosa, advertisement leaf at end (repaired), lacks map mentioned on ESTC [Cordier Sinica 283; Cordier Japonica 410, these not calling for a mapl, B. Lintott, [c.1710], 2 works in 1 vol., modern calf, spine gilt--JONES (JOHN) The Mysteries of Opium Reveal'd, licence leaf facing title, folding table ("A Table of the Doses of the Best and Safest Opiates"), with errata leaf but without initial blank, Birmingham Medical Institute stamp to title and folding table, some light browning and spotting, later cloth [Wellcome III p.363], Richard Smith, 1701; and 2 others, 8vo (4)

£800 - 1,200 €960 - 1,400





44

43 SHANGHAI

UYENO (HIKOMA) 'Shanghai, Taken from scaffold 160 feet high', 4-part albumen print panorama (200 x 1100mm.), mounted on card leaves folding concertina-style, printed label on verso, annotations and two erased stamps, [1893]

£2.000 - 4.000 €2,400 - 4,800

Ueno (1838-1904) "operated one of the first and most successful studios in Japan" and "has iconic status" there, but in 1891 opened branches in Shanghai and Hong Kong (Bennett, Photography in Japan, pp.73-76).

"This panorama shows the Whangpoo and the Bund with Pootung (Pudong) in the background. It can be dated to early 1893, because the third section shows the new Customs House tower under construction, which was completed in mid-1893. The panorama was taken from the scaffolding on the newly built Trinity Church steeple which was the tallest structure in Shanghai until well into the twentieth century" (Crow, Old Shanghai's Bund, 2012, illustrated pp.69-70).

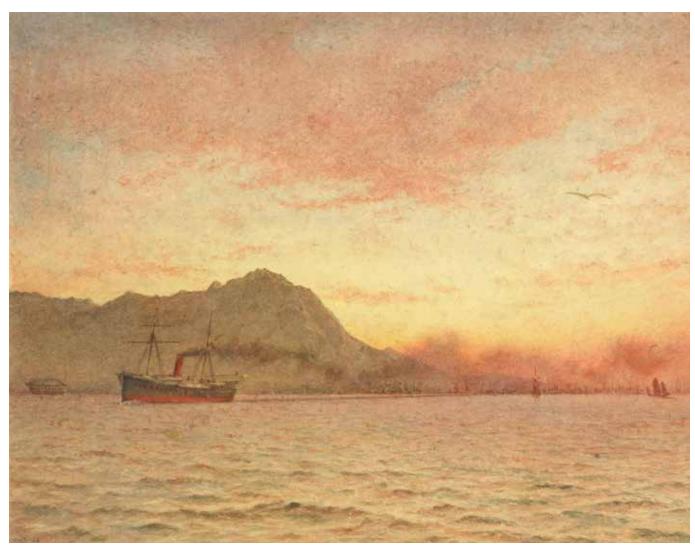
44.

STAUNTON (GEORGE)

An Authentic Account of An Embassy from the King of Great Britain to the Emperor of China, 3 vol. including Atlas, FIRST EDITION, text volumes with 2 engraved portraits of the Emperor and the Earl of Macartney, engraved plate of Camellia and 25 engraved vignettes, contemporary calf gilt, rebacked preserving original gilt panelled spines with red morocco labels, rubbed, Atlas with 44 engraved maps, charts, plates and plans (6 folding or double-page), staining and repairs to some maps and charts (especially large folding map of China), plates mostly with marginal foxing, modern half morocco [Cordier Sinica 2381-83; Löwendahl 697; Lust 547], 4to (276 x 220mm.) & folio (550 x 420mm.), W.Bulmer & Co. for G.Nicol, 1797

£3,000 - 5,000 €3,600 - 6,000

The official account of Lord Macartney's voyage and embassy to the Qianlong emperor in 1792-94, the failure of which lead to the establishment of the British trading post at Hong Kong. The plates by Alexander show views of the Great Wall, temples, barges, a military post and an imperial procession, with descriptions of Chinese customs (including foot-binding), details of trade with Europe, and places visited en route, such as Madeira, Tenerife, Rio de Janeiro, Java and Sumatra.



JAMES BILLINGTON COUGHTRIE (BRITISH, ACTIVE 1863-1914)

Hong Kong harbour at sunset signed and dated 'Jas. B. Coughtrie/1898' (lower left) watercolour 23.5 x 33cm (9 1/4 x 13in).

£700 - 900 €840 - 1,100

[SULAYMAN AL-TAJIR AND ABU ZAYD HASAN IBN YAZID SIRAFI]

Ancient Accounts of India and China, by Two Mohammedan Travellers, who went to those parts in the 9th century; Translated from the Arabic by the late learned Eusebius Renaudot, 2 parts in 1 vol., title printed in red and black with wood-engraved device, title and dedication remargined, short tear without loss in G8, 3 leaves (m7-n1) on guards just shaving text [Cordier Sinica 1924, giving erroneous pagination; Lust 297], modern calf, spine gilt with red morocco label, 8vo, Printed for Sam[uel] Harding at the Bible and Anchor on the Pavement in St. Martins-Lane, 1733

£600 - 800 €720 - 960 The first edition in English of important accounts by 'Sulaiman, the Merchant' and Hasan ibn Yazid al Sirafi, translated from the Arabic and based on events they witnessed such as the great revolution which swept across China in the 9th century. Later Arabic geographers such as Ibn Khordadhbe and al-Mas'udi relied heavily on this work for their information on India and China. "Ces relations sont de la plus haute importance pour la connaissance de l'Inde et de la Chine au moyenage" (Nouvelle Biographie Générale).

47 •

WRIGHT (GEORGE NEWENHAM)

China, in a Series of Views, Displaying the Scenery, Architecture, and Social Habits, of that Ancient Empire, 4 vol. in 2, additional engraved pictorial titles, 124 engraved plates after Thomas Allom (as called for, including 4 title vignettes, one plate hand-coloured and loosely inserted from a slightly larger copy), contemporary red half morocco gilt, rubbed, 4to, Fisher, [c. 1843]

£600 - 800 €720 - 960







CHINESE SCHOOL, 19TH CENTURY

Chinese boat dwellers oil on canvas 21 x 28cm (8 1/4 x 11in).

£1,000 - 1,500 €1,200 - 1,800

49

CHINESE SCHOOL, LATE 19TH CENTURY

Chinese junks, a set of ten oil on canvas, oval each 14 x 17.8cm (5 1/2 x 7in). (10)

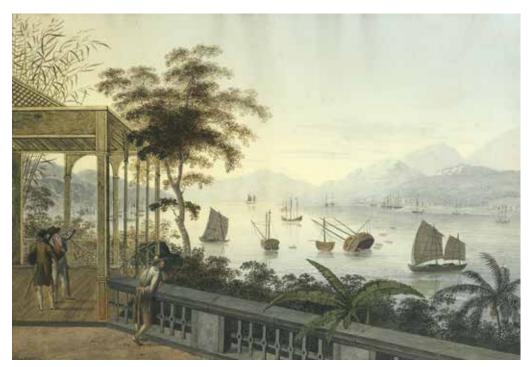
£1,000 - 1,500 €1,200 - 1,800

50

CHINESE SCHOOL, LATE 19TH CENTURY

Chinese junks, a pair oil on card each 28 x 41cm (11 x 16 1/8in). (2) Together with five similar but smaller oils of Chinese junks. (7)

£800 - 1,200 €960 - 1,400



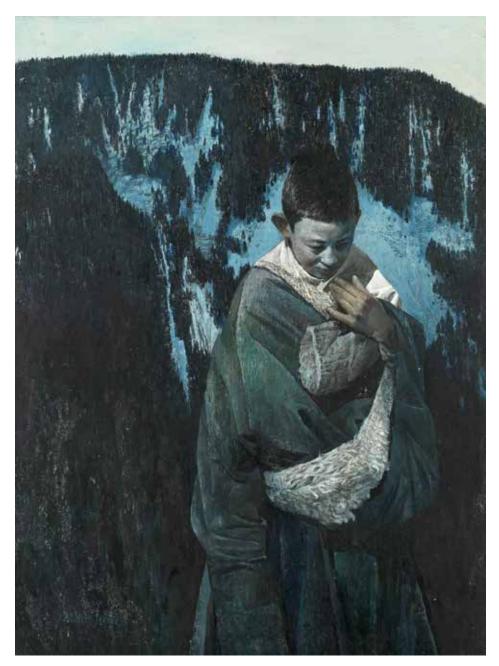


51

51 J. WEZEL (LATE 18TH/EARLY 19TH CENTURY)

Chinese landscapes, a pair one signed and dated 'Peint par J.Wezel 1810' (lower left), one signed and dated 'Peint par J.Wezel 1811' (lower centre) watercolour each 27 x 39cm (10 5/8 x 15 3/8in). (2)

£1,500 - 2,000 €1,800 - 2,400



WANG LONGSHENG (CHINESE, BORN 1944)

Under the Snowy Mountain signed in Chinese and dated '1991.6' (lower left) oil on canvas 80 x 60cm (31 1/2 x 23 5/8in).

£2,000 - 3,000 €2,400 - 3,600

Provenance

Anon sale, Henry Butcher Ltd., Hong Kong, 21-23 April 1993, lot no 282.

Exhibited

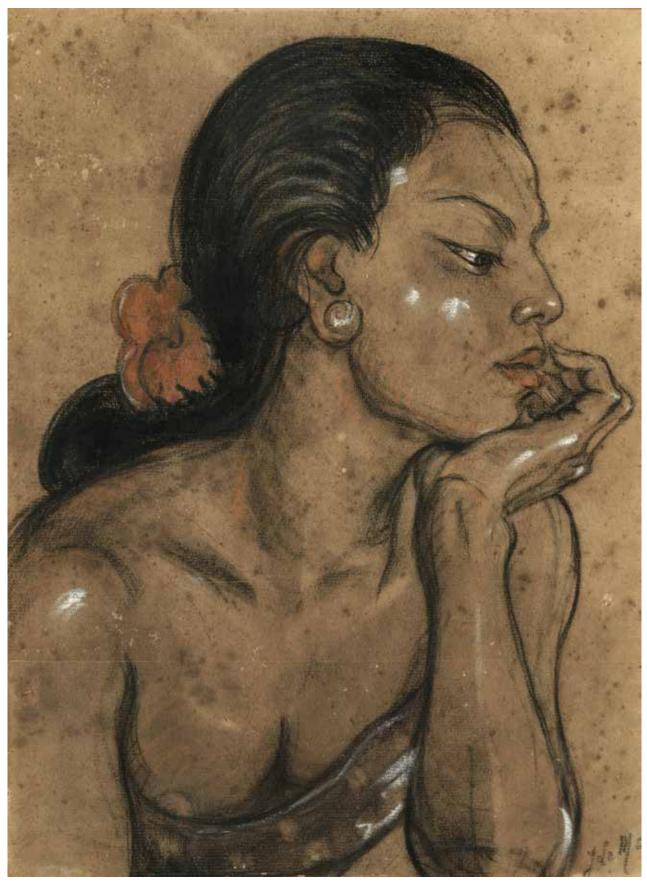
Hong Kong, Gallery 13, Selected Paintings of Wang Longsheng, 1992, cover and p.20.



SOUTHEAST ASIA

TEW NAI TONG (MALAYSIAN, 1936-2013)A fishing village signed and dated 'NAi TONG. 78' (lower right) oil on board 61 x 61cm (24 x 24in).

£1,500 - 2,000 €1,800 - 2,400





 $54 \, \mathrm{AR}$

ADRIEN JEAN LE MAYEUR DE MERPRÉS (BELGIAN, 1880-1958)

A profile portrait of Ni Pollock signed 'J. Le Mayeur' (lower right) black chalk and wash heightened with white 36 x 26cm (14 3/16 x 10 1/4in)(image size). unframed

With a sketch of a kneeling figure by the same hand on the reverse.

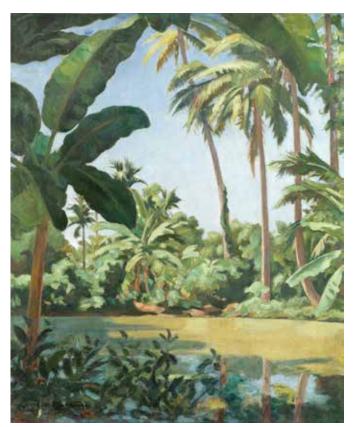
£3,000 - 5,000 €3,600 - 6,000

55

GEORGE BARRIERE (FRENCH, 1881-1944)

Village scenes, Laos, a pair one with heightened signature 'George Barriere' and inscribed and indistinctly dated 'Laos 19?8' (lower left); one signed 'George Barriere' and bears a date '1941' (lower left) oil on canvas each 92.4 x 73cm (36 3/8 x 28 3/4in). (2) both unframed

£1,200 - 1,800 €1,400 - 2,200



55





56

CONTINENTAL SCHOOL, LATE 19TH CENTURY

A village in Indonesia oil on board 44.5 x 34.3cm (17 1/2 x 13 1/2in).

£1,000 - 1,500 €1,200 - 1,800

Provenance

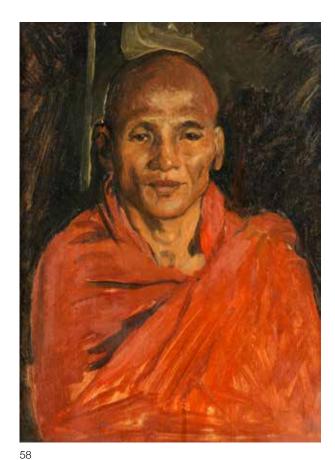
'Paintings from the Collection of Henry Blackmer', Sotheby's, London, 23 October 1991, lot 359. Private collection, UK.

57

BURMESE SCHOOL, EARLY 20TH CENTURY

An album of 47 drawings depicting Burmese life English inscriptions in pencil throughout pen and ink and gouache with traces of pencil, some heightened with gold ink 26.3 x 20.3cm (10 3/8 x 8in) (album size).

£1,500 - 2,000 €1,800 - 2,400



 $58^{\,\mathrm{AR}}$

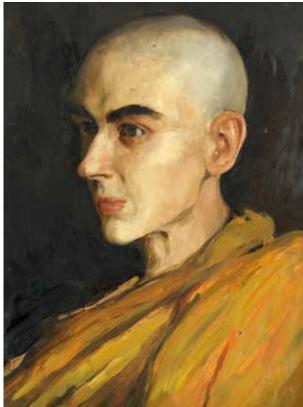
SIR GERALD FESTUS KELLY RA (BRITISH, 1879-1972)

Portrait of Buddhist monks, Burma, a set of two one titled and indistinctly inscribed and dated 'Portrait of a Pongyi'/... 20 & 21 Feb 1909' (verso); the other signed, inscribed and dated 'The Venerable Bhikkhu Ananda Maitriya/Rangoon. April 1st & 2nd 1909. G.Kelly/cat./B.f.39' (verso) oil on panel each 35 x 27cm (13 3/4 x 10 5/8in). (2)

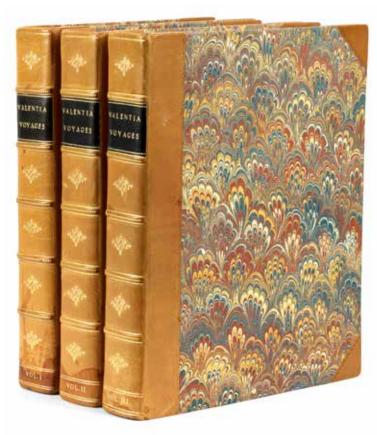
£1,200 - 1,800 €1,400 - 2,200

Exhibited

('Portrait of a Pongyi') London, Art Exhibitions Bureau, Burmese Paintings, no.26.







59

BARROW (JOHN)

A Voyage to Cochinchina, in the Years 1792 and 1793... with Sketches of the Manners, Character, and Condition of their Several Inhabitants. To which is Annexed an Account of a Journey... to the Residence of the Chief of the Booshuana Nation, FIRST EDITION, AUTHOR'S PRESENTATION COPY, inscribed "Countess of Macartney from the author" on fly-leaf, 19 hand-coloured aquatint plates, 2 folding engraved maps and charts (one hand-coloured, one hand-coloured in outline), without half-title, short tear to one map, early half calf, rebacked, worn, lower hinge cracked [Abbey Travel 514; Cordier Sinica 2390; Lust 366; Tooley 86], 4to, T. Cadell and W. Davies, 1806

£1.000 - 1.500 €1,200 - 1,800

AUTHOR'S PRESENTATION COPY TO LORD MACARTNEY'S WIFE. Barrow accompanied Macartney's embassy to China (the subject of A Voyage to Cochinchina) in the position of comptroller of household. "He served with distinction during this embassy and Macartney's governorship of the Cape of Good Hope (1797-9), collecting much of the commercial and strategic intelligence about the eastern seas and southern Africa that Macartney forwarded to Henry Dundas, president of the Board of Control and secretary of state at war" (ODNB). The voyage to Cochinchina includes a description of Brazil, and Java. To this is appended a separate narrative of a journey to the home of the Bechuanas and other tribes on the Orange River, South Africa.

Provenance

Jane, Countess Macartney, presentation inscription from the author; Edgar Barrow, note of purchase 1945.

60.

[TACHARD (GUY)]

Voyage de Siam, des Peres Jesuites, Envoyez par le Roy auz Indes & la Chine, FIRST EDITION, engraved vignette on title, 20 plates and maps (10 double-page, some showing 2 subjects), 7 vignette head-pieces (one shaved), woodcut initials, some staining (affecting one or two plates), contemporary calf, gilt panelled spine with raised bands and morocco label, new endpapers [Cordier Indosinica 947; Mendelssohn 4, 455], 4to, Paris, Arnold Seneuze & Daniel Horthemels, 1686

£600 - 800 €720 - 960

The Jesuit missionary and mathematician Guy Tachard's account of the first French Royal embassy to Thailand, via South Africa, including details of astronomical observations and with plates depicting exotic flora and fauna.





INDIA, TIBET AND BHUTAN

61 .

ANNESLEY (GEORGE, VISCOUNT VALENTIA)

Voyages and Travels to India, Cevlon and the Red Sea, Abyssinia, and Egypt, 3 vol., FIRST EDITION, half-titles, 69 engraved plates and maps (12 folding, many after Henry Salt), without advertisement leaf at the end of volume 3, small institutional stamp on plates (some touching image) and some leaves, modern half calf, spines gilt with morocco lettering label, small stain at foot of spines [Abbey Travel, 515; Fumagalli 1439], 4to, William Miller, 1809

£700 - 900 €840 - 1,100

"Probably the first European traveller in Ethiopia in the 19th century was George Annesley, Viscount of Valentia. He was accompanied by Henry Salt, his secretary and draughtsman, who provided many of the illustrations and some of the text of Annesley's three-volume narrative" (Howgego), which also includes descriptions of Lucknow, Benares, Seringapatam, Madras and Ceylon, and an overview of the inhabitants and history of the Abyssinian regions of Aksum and Adwa.

Provenance

Nottingham Public Library, stamps.

ATKINSON (GEORGE FRANCKLIN)

The Campaign in India. 1857-58. From Drawings Made During the Eventful Period of the Great Mutiny... Illustrating the Military Operations before Delhi and its Neighbourhood, FIRST EDITION, 26 tinted lithographed plates on 20 sheets (including pictorial title), by W. Simpson and others after Atkinson, all plates cut to size (with caption) and remounted, some spotting to text leaves, small loss to blank margin of contents leaf, publisher's morocco-backed pictorial cloth gilt, very worn [Abbey Travel 486], folio, Day & Son, 1859

£600 - 800 €720 - 960

A fine visual record of the Indian Mutiny by George Atkinson, Captain in the Bengal Engineers.

BENGAL - CHANDERNAGORE, HOOGHLY AND KOLKATA

Good album of photographic views in Chandernagore, Hooghly and Calcutta from the 1860s, and views of South Africa, Egypt and the Suez from the 1890s, 57 albumen prints (of which 36 one per page, each approximately 165 x 265mm.; 21 half or guarter page mounted 2 or 4 per page), approximately 20 other smaller images, most captioned and dated on the mount, modern half calf over old cloth sides, oblong folio, [1860s-1890s]

£1,000 - 2,000 €1.200 - 2.400

Includes a good series of 39 views in Bengal, among them Chandernagore (9, including "Barracks & Sepoys"), Mussorie, Kolkata and the Himalayan foothills, and Hooghly river and railways stations; "effects of Cyclone, Bengal, India. 1866" (4 views, ships on the Hooghly). All the Indian views are dated 1866 in the mounts, and of these 9 are signed in the image by J.A. Melany, of Chandernagore, who exhibited at the Bengal Photographic Society in 1864 ("...a very good series of landscapes; views well chosen and the execution generally satisfactory... Mr. Melany's style of photography is very good"), and also in 1865 when he was awarded a gold medal for a series of stereographs. John Falconer, in A Biographical Dictionary of 19th Century Photographers in South and South-East Asia notes that Melany certainly had a studio at Chandernagore between 1874 and 1877, after which he is recorded as working in Calcutta.

Images dated from the 1890s include: Views of the house of Emily English in Johannesburg (2); Zanzibar (4, including "Natives of Zanzibar" and 2 city views from the harbour); Egypt, Suez, and Aden (20, including 15 signed in the image by Zangaki).

Provenance

Emily Gordon neé English (1843-1911, arrived in India to visit in 1863, but met and married Henry Gordon at Hooghly in 1864); thence by descent to the present owner.



64



65



BURMA AND INDIA

Pair of albums containing approximately 130 photographs, 28 of which probably by Felice Beato, the first album with 37 and the second with approximately 95 gelatin silver and albumen prints (images 205 x 275mm. and smaller), typed or pencil captions below, near-uniform contemporary half morocco, heavily rubbed, oblong 4to, 1890s-1900s (2)

£1,500 - 3,000 €1,800 - 3,600

BEATO'S LAST PHOTOGRAPHS, OF BURMA. The first album contains a series of 28 albumen prints which can be attributed with varying certainty to Beato. He operated in Burma between 1886 and his retirement in 1905, producing "a few hundred different photographs" (Wong Hong Suen, 'Picturing Burma', History of Photography, vol. 32 no. 1, spring 2008). Three images are studio portraits, some featuring Beato's familiar "studio backdrop of idyllic wooded landscape", while others (views of Mandalay, the Irrawaddy, dacoits, Chin hillsmen, etc.) echo subjects in the Mackenzie Beato album at the India Office (shelfmark Photo 296/1). Other images: crushing sugar cane, Deccan; potters near Belgaum; military groups (6), depicting the East Kent Buffs, Royal Fusiliers, 10th Gurkhas, etc. at Maymyo, dated 1901-1903.

The second album contains: Burma (64, long typed captions pasted below), particularly Kengtung in Shan State, mostly snapshots including a number of ethnographic studies, c.1906; Belgaum, India (15), including cyclist section of the 1st Battalion East Yorkshire Regiment, 1899; a military parade, possibly the 1903 or 1911 Delhi Durbar (10); the School of Musketry at Satara (2), 1907.

JAMNAGAR, GUJARAT

Fine presentation album of views and princely portraits of Jamnagar, Nawanager State, given by Jamsaheb Vibhaii to Sir Seymour Vesey Fitzgerald, Governor of Bombay, illuminated dedication to Vesey Fitzgerald signed by the Prince of Nawanager ("Jam Vibhajee"), with ornamental border on 3 sides, illuminated arms of Vesey Fitzgerald, 18 albumen prints (approximately 255 x 187mm., arch-topped except portraits), mounted one per page (recto only) on card with caption in gilt and coloured inks (the verso finely illuminated with different designs), the decorations "designed & illuminated by Joseph Turner, for John J. Banks, Stationer of Cheltenham", each sheet windowmounted on stubs (as issued), light spotting to some mounts, tissue guards (a few missing), original decorative gilt- and blindstamped morocco over heavy wooden boards, upper cover with gilt metal ornament in the shape of an Indian Katar applied within central oval panel, gilt metal cornerpieces, catches, strap and lock (no key), inner gilt dentelles, watered silk endpapers, rear thick card pastedown detached from lower cover, folio (445 x 360mm.), [1871]

£1,000 - 1,500 €1,200 - 1,800

An unusual, lavishly presented album of photographs presented by the princely ruler of Nawanager State, Gujarat to Seymour Vesey Fitzgerald, Governor of Bombay in memory of a visit he made to Jamnagar City in December 1870. The photographs, taken in 1870 or before, are by an unidentified photographer and would seem to be amongst the very earliest views of the area. We have traced only one of the images (view of the Lakotha and Kotho Palace), in the British Library.

Images comprise: Portrait of Jamsaheb H.H. Vibhaji, seated; Portrait of Kalubha ("his highness' only son, Kaloobha", who in 1877 was disinherited for attempting to poison his father); general view of Jamnagar; The Durbar (3, including a general, west and north view); Lakhota Palace and Kotho (3 views); Lal Bagh (2 views); Hindu temple (3); Modes of transport (3, including "Two elephant car"; "The one elephant car"; "The camel car"); "Dooa" (river dam).

DANIELL (THOMAS AND WILLIAM), AND OTHERS

Collection of 13 prints after Thomas and William Daniell, Robert Colebrooke, and others, mostly hand-coloured aquatints and lithographs, 490 x 650mm. and smaller, [nineteenth century] (13)

£800 - 1.200 €960 - 1.400

Includes: Thomas and William Daniell, 'The Entrance of an Excavated Hindoo Temple at Mavalipuram', from Oriental Scenery, published 1799; Robert Colebrooke, 'Pagodas at Maugry' and 'N.W. View of Nandydroog'; Alexander Allen, 'Seringapatam'; Elisha Trapaud (2); James B. Fraser, 'View of Serampore'; Mrs H. Clark (2); Charles Hardinge, 'Oodampore'.

67

PHOTOGRAPHY AND COMPANY SCHOOL WATERCOLOURS

Album of photographic views of India (approximately 70, including 36 signed and numbered in the negative by Samuel Bourne) and Burma (18), and 25 Company School watercolours of mostly Mughul architecture, and original pencil sketch of the mountains of the border of Burma and the Shan States attributable to L.G. Fawkes, photographs mounted at corners between 1 and 2 per page (images typically 245 x 290mm.), watercolours mounted between 1 and 5 per page (most approximatly 150 x 205mm., several of details smaller), several photographs with tear at corners, contemporary green half morocco, worn with losses to spine, folio, [1870/80s]

£2,000 - 4,000 €2,400 - 4,800

The view by Samuel Bourne include: Delhi (8), Agra (7), Fatehpur Sikri (4), Hurdwar (3), Mussorie (2), Lucknow (7), Cawnpore (3), Benares (2), and Lahore (2). Other unattributed images of India include Poona (14), Bombay, Nilgiri mountains, Toda huts and series of good landscapes (?near Mussorie), and Armitsar. Towards the end are a series of views in Burma including temples, local types, and the British contingent (playing polo, "my bungalow at Tongtoo [Toungoo]", etc.).

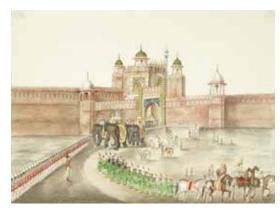
Company School watercolours include: Agra - Tomb of I'timādud-Daulah (front elevation and interior heightened with gold); Pearl Mosque (front elevation); Taj Mahal (general view from across the river; 5 views and details of the tombs); the fort (view of exterior, the Mosque courtyard, 4 interiors, 2 heightened in gold); Fatehpur Sikri and Secundra (6, 5 exteriors, one tomb); Delhi (Humayun's tomb, 2 exterior views); "Gate of the Palace, Royal Procession" (elephants, soliders, etc., heightened in gold); Jumma Mosque; Deeg Palace gardens.

Provenance

Lionel Grimston Fawkes (1849-1931), an artist best known today for his illustrations for Anthony Trollope's The Way We Live Now (1875), but who travelled to India in the 1870s, and is mentioned in the Army Lists as serving as a Captain at Madras by 1880; thence by descent to the present owner.



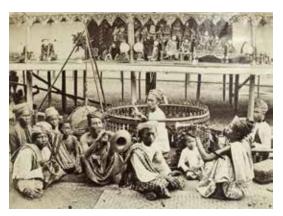
66

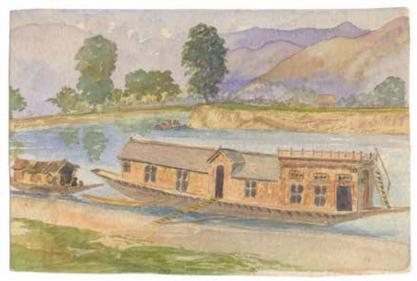


67



67







69

68 **PUNJAB AND HYDERABAD**

Album, mostly relating to the visit of Viceroy Hardinge to Hyderabad and the Punjab, including approximately 80 photographs of Viceroy arrival and parade, Nizam of Hyderabad smoking - with cut signature, Indian children playing cricket (2), troop of local acrobats, etc., and approximately 15 programmes, dinner invitations and dance cards for events at Kothi Palace, Jullundur and Kapurthala, various sizes, cloth, oblong 4to, [c.1913-18]; approximately 40 loose postcards (mostly photographic of "local types"); collection of approximately 40 watercolours, and 10 pencil or ink sketches, of views (Simla, mountain views, houseboat, etc.) and types (merchants, farmers with oxen, herders, Sadhu, loose, various sizes, [c.1905-1920] (quantity)

£600 - 800 €720 - 960

Provenance

Probably Violet Pinhey (who is named twice), wife of Lt.-Col. Alexander Pinhey, from 1910 Private Secretary to the Viceroy of India, and Resident at Hyderabad from 1912 where he was Honorary Colonel of the Hyderabad Volunteer Rifles.

SRI LANKA AND INDIA

Collection of 46 photographs of Sri Lanka, India, Aden and North Africa, albumen prints, mounted recto and verso on old album leaves, pencil captions below, images 205 x 270mm., 1880s

£600 - 800 €720 - 960

Sri Lankan images (14) include: a European seated on an elephant, probably J.E. Davis the Ceylon representative of Cadbury's chocolate; Colombo (6, street scenes etc., one with Thomas Cook's office on Bell Street); elephants with mahouts; tea plantation and workers (3); Kandian chiefs, and "Devil Dancers". Indian views (19) include the Madras Presidency (Trichinopoly (2), Madras (2), Teppa Tank at Madura), Agra and Delhi. The African images include 7 ethnographic studies by Arnoux.









70

TIBET AND SIKKIM

Album containing approximately 106 photographs of Tibet, taken and/or compiled by a member of the Field Telegraph during Fancis Younghusband's Mission to Tibet, circa 1903-1906, gelatin silver prints, 48 (approximately 65 x 95mm.) loose mounted, captioned in ink on mount, inserted in contemporary cloth album; others (largest 130 x 175mm; most c.90 x 110mm., or slightly smaller) loosely inserted, these mostly captioned on verso in pencil or ink, [c.1903-1906]

£2.000 - 4.000 €2,400 - 4,800

The mounted images include: "Chumbi Tibet 1905-06" (28), including village in the valley, "Bazar and Hospital", "Devil dancers" (2), Supply Depot (4, showing 2 views twice in snow and light), and Residency Bungalow, others of Telegraph laying staff - in one "slightly elevated" holding bottle); "Political officers & Chinese officials", villages in the valley (3); "Phari Jong [i.e. Dzong] Tibet 1905" (7, including "in ruins", "Monastery", "Lamas from monastery", "Telegraph Office" beneath the walls); "Tashi Lamas' visit from Shigatse to India" (4, including on horseback with entourage, "General View Tashi Lamas camp", "Tashi Lamas sleeping tent made from Leopard skins" - also another loose of this tent); Chinese soldiers and their wives at Pipithang near Chumbi (3 seated groups), Gangtok-Sikkim (5, including general view, the Residency, the prison, and Telegraph Department staff).

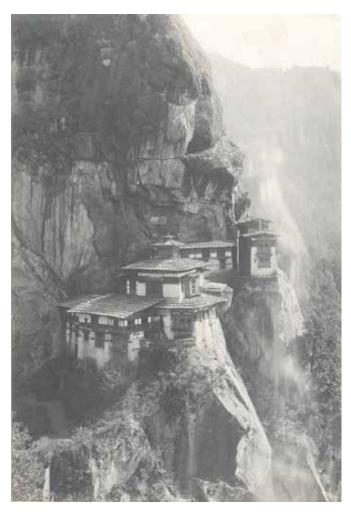
Loose images include further views of Chumbi (bridge, assistant commissioner's house, British Hospital, etc.), marching troops near Phari Dhong (2), "Grim Field (Tibit) with dead bodies after fight 31st march (1906)" [Tibetan burial mound in field], groups or single studies of Tibetans, Chinese dignitaries and other local inhabitants (c.15), yaks and khangs (4), "a street scene in the Forbidden City (it is a very filthy place)", members of the Field Telegraph staff (including seated in front of sign "Field Telegraph Staff. Cuntok-Sikkim 1906", the staff office tent at Kolatso at 15500 feet in 1903, staff member Carse outside a Buddhist in a cave).

TURNER (SAMUEL)

An Account of an Embassy to the Court of the Teshoo Lama, in Tibet; Containing a Narrative of a Journey through Bootan, and Part of Tibet, FIRST EDITION, folding engraved map, 13 engraved plates (one folding), some browning and spotting, light ?tea stain on pp.6/7, map with small marginal tears repaired, modern half calf preserving original marbled boards [Cordier Sinica 2909; Löwendahl 711; Lust 208; Yakushi T277a], 4to, G. and W. Nicol, 1800

£600 - 800 €720 - 960

First edition of the first eye-witness report on Tibet and Bhutan to be published in English. Samuel Turner, an army officer in the East India Company, led Warren Hasting's mission to the countries in 1783 and 1784. His "account of carefully observed conditions in Tibet and Bhutan, their forms of government, religious customs, trade, and topography, has stood the test of time and remained a source of great value" (ODNB). The plates are mostly views after drawings by Turner and the expedition's surveyor Samuel Davis, and an image of the Bhutanese yak that Turner successfully shipped alive back to Hastings, where it was painted by George Stubbs.





BHUTAN AND SIKKIM

WHITE (JOHN CLAUDE) Album containing 37 large photographs by White taken in 1905, platinum prints (230 x 290mm. and similar), captioned below in ink and some with longer captions on facing pages, with 5 smaller contemporary gelatin silver prints loosely inserted, contemporary half morocco, with ticket of Johnston & Hoffmann of Calcutta, map of Tibet pasted to front pastedown, heavily rubbed, oblong folio, c.1907

£10,000 - 15,000 €12,000 - 18,000

John Claude White (1853-1918) is best known as the photographer who accompanied Younghusband on his 1903-4 Tibet Mission, but he also made several expeditions to Bhutan and in 1909 published a memoir, Sikhim and Bhutan: Twenty-one Years on the North-East Frontier.

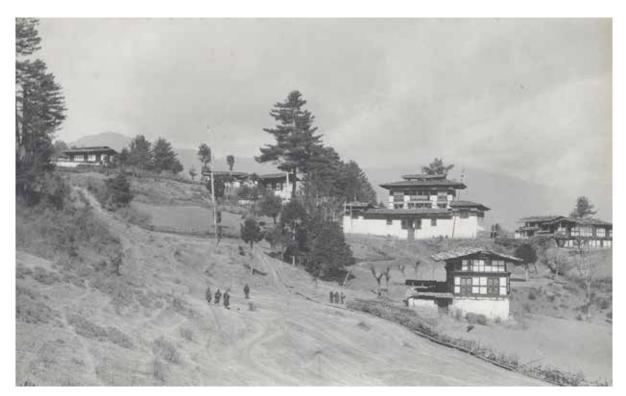
The present album charts White's 1905 mission to Bhutan to invest Ugyen Wangchuck, the ruler and later King of Bhutan, with the order of Knight Commander of the Indian Empire. Since a caption refers to Ugyen Wangchuck as "King", the album was probably assembled shortly after the coronation of December 1907. The compiler seems to have been a member of White's party: the captions are lengthy, and a note pasted onto the front free endpaper and signed with indistinct initials identifies locations on the facing map which "were visited on recruiting" - presumably for porters and servants (as seen in two of the loose gelatin silver prints).

The album bears the label of the photographic firm of Johnston & Hoffmann, Calcutta, with whom White had had a long association, having previously accompanied Hoffmann to Sikkim in June-July 1891. The company also published White's Tibetan photographs in various formats, beginning in 1905. An album of such platinum prints was sold in these rooms on 5 October 2010, lot 224.

Bhutan images comprise: Hah Valley (2); Gorina Monastery; Paro Jong (2), one with White's camp in the background; the Paro Taktsang Monastery (3); musical band at Paro; irrigation system; Ugyen Wangchuck (Tongsa Penlop) wearing the K.C.I.E.; the former, with his council; again, with his orderlies; interior of his house at Byagha; the outside; Tongsa Zimponw (a funnel-shaped burial chamber at a mountain pass); Tashi-cho-jong, group with dogs in foreground; Ugyen Wangchuck and family; Tongsa women in ancient costume; singing girls and band at Tongsa; orderlies at evening meal; Poonakha jong (2); the durbar at Poonakha when Ugyen Wangchuck was knighted.

Sikkim images comprise: reproduction of a printed map of Sikkim: Teesta River (2); Gantok (3); Jomolhari from Jelep La; wall at Yatung; lake south Nalae La; Yatung (this and the adjacent two images with soiling from pressed flower); Escort Sikkim Boundary Commission; Tanni Chu River; yak herders.















73

INDIA - WATERCOLOUR PORTRAITS

A collection of 50 half-length portraits of Indian religious "types", fakirs, beggars, musicians and "princes", ink and watercolour, some heightened in gilt, on stiff card, some captioned in pencil either on blank recto or mount, images approximately 95 x 70mm., occasional light spotting, all loose mounted in 2 window-mount albums, worn, 8vo, [1880s]

£800 - 1,200 €960 - 1,400

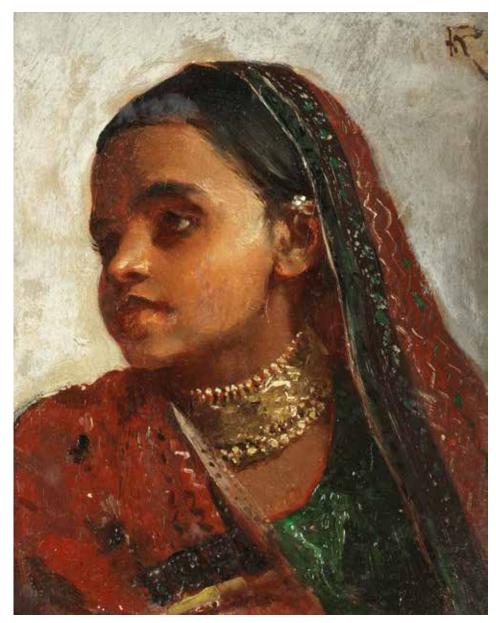
ANGLO-INDIAN SCHOOL, 19TH CENTURY

A group of 12 figural studies of various trades and castes of the Indian sub-continent pen, ink and watercolour 22 x 19cm (8 11/16 x 7 1/2in) and smaller all unframed (12)

£1,000 - 1,500 €1,200 - 1,800

Provenance

Lionel Grimston Fawkes (1849-1931), an artist best known today for his illustrations for Anthony Trollope's The Way We Live Now (1875), but who travelled to India in the 1870s, and is mentioned in the Army Lists as serving as a Captain at Madras by 1880; thence by descent to the present owner.



HORACE VAN RUITH (BRITISH, 1839-1923)

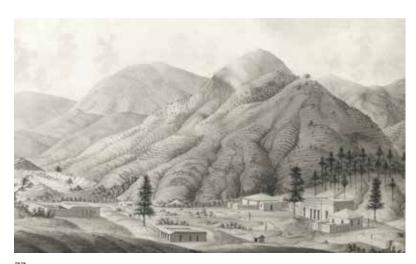
Portrait of an Indian girl signed with monogram (upper right) oil on board 15.2 x 13cm (6 x 5 1/8in).

£1,200 - 1,800 €1,400 - 2,200





77



76

AFTER SIR THOMAS ANBUREY

View within the Northern Entrance of Gundecotta Pass, Hindustan bears inscription and initials in pencil 'View within the Northern/Entrance of Gundecotta Pass/TA' (verso) watercolour with traces of pencil 37.5 x 49.5cm (14 3/4 x 19 1/2in).

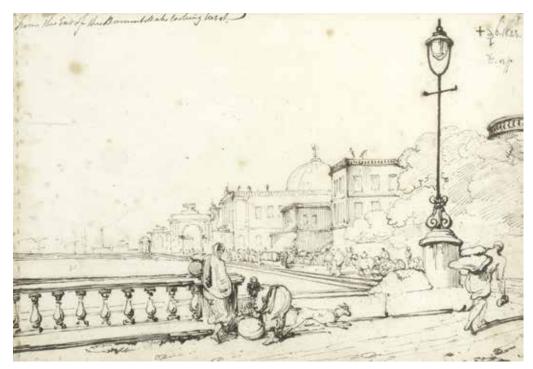
£400 - 600 €480 - 720

Sir Thomas Anburey of the Bengal Engineers made a series of sketches whilst surveying a route in India in 1792 and 1793. A selection of these sketches were later transformed into hand coloured aquatints by Francis Jukes and published in a bound folio entitled Hindoostan Scenery. Consisting of Twelve Select Views in India Drawn on the Spot by Thomas Anburey. The present lot is after plate 3 of the same title. The original drawing by Anburey on which the print is based is in the Yale Centre for British Art.

COMPANY SCHOOL, 19TH CENTURY

A Company fort; and A settlement at the base of a hill in northern India ink and wash each 27.9 x 45.7cm (11 x 18in). (2)

£800 - 1,200 €960 - 1,400





79

78 GEORGE CHINNERY RHA (IRISH 1774-1852)

View of Government House, Calcutta indistinctly inscribed 'From the end of the D... looking North' (upper left) and dated '36.1823.' (upper right) pen and ink

15.5 x 22.8cm (6 1/8 x 9in).

£1,000 - 1,500 €1,200 - 1,800

COMPANY SCHOOL, 19TH CENTURY

A view of Chinsura circa 1809, West Bengal watercolour 42.5 x 64.7cm (16 3/4 x 25 1/2in).

£800 - 1,200 €960 - 1,400





81



ALEXANDER E. CADDY (BRITISH, ACTIVE 1895-1905)

An Indian village signed and dated 'A.E.Caddy/1903.' (lower left) oil on canvas 31 x 41cm (12 3/16 x 16 1/8in).

£800 - 1,200 €960 - 1,400

81

JOHN JOSEPH FONSECA (BRITISH, 1817-1895)

Arab stallion in a stable, Bangalore, India signed, dated and inscribed 'J J Fonseca/ Bangalore/1876' (lower right) watercolour 29 x 37cm (11 7/16 x 14 9/16in).

£800 - 1,200 €960 - 1,400

82

COMPANY SCHOOL, 19TH CENTURY

Study of an exotic bird perched on a branch, watercolour within an oval mount each 46 x 61cm (18 1/8 x 24in). (2)

£500 - 700 €600 - 840



83 AR

VINCENT JEROME ESCH C.V.O., F.R.I.B.A (1876-1950)

City High School in Hyderabad for H.E.H. The Nizam of Hyderabad signed 'Vincent. J. Esch C.V.O./F.R.I.B.A.' (lower right) watercolour and pencil heightened with white 54.6 x 100.3cm (21 1/2 x 39 1/2in).

£6,000 - 8,000 €7,200 - 9,600

Provenance

The artist's family and thence by descent to the current owner.

Vincent Jerome Esch first travelled to India in 1898 to work on the construction of the Bengal-Nagpur railway and subsequently enjoyed twenty five years of architectural success in Calcutta. The colonial and classical style of his career in Calcutta can be seen in buildings

such as the Bengal Club in Chowringhee and the Allahabad Bank, his success culminating in his appointment as superintending architect of the Victoria Memorial Hall. The Hyderabad city high school depicted in this watercolour was designed while Esch was working for the Nizam of Hyderabad of the time, Osman Ali Khan. He also designed a number of other public buildings in the city including the railway station, the high court and the Osmania General Hospital. Leaving behind the classical style which characterised his designs in Calcutta, Esch became a proponent of what is now known as Indo-Saracenic architecture, drawing ideas from the Islamic architecture of Southern India. His work in India was recognised in 1922 when he was awarded the CVO (Commander of the Victorian Order) award however on his return to England he only enjoyed limited success in comparison to his Indian exploits.





TURKEY

84

ENGLISH SCHOOL, 19TH CENTURY

Constantinople from the entrance of the Golden Horn watercolour 26 x 37cm (10 1/4 x 14 9/16in).

£800 - 1,200 €960 - 1,400

Based on Thomas Allom's composition reproduced in *Constantinople* and the Scenery of the Seven Churches of Asia Minor, Vol I.

85

J. PAVLIKEVITCH (RUSSIAN, ACTIVE CIRCA 1900)

A mosque in Istanbul

signed, dated and inscribed 'J.Pavlikevitch/Stamboul/923' (lower left) watercolour

41.2 x 27cm (16 1/4 x 10 5/8in).

Together with a watercolour by the same hand, signed and dated '914', possibly depicting the Eyüp Cemetery, Istanbul. (2)

£600 - 800 €720 - 960



CONTINENTAL SCHOOL, 19TH CENTURY

Turkish figures before a mosque bears a signature and date 'Guis - 1841' (lower right) oil on canvas 38 x 33cm (14 15/16 x 13in).

£1,000 - 1,500 €1,200 - 1,800

87

WLADIMIR PETROFF (RUSSIAN, 1880-1935)

An interior view of Hagia Sophia, Istanbul signed and dated 'W. Petroff 1930' (lower left) and inscribed 'Stanboul'

(lower right)
oil on canvas laid to card 40 x 28cm (15 3/4 x 11in).

Together with two exterior views of the Blue Mosque by the same hand, both signed and dated, one inscribed 'Stambuul', one oil on canvas laid to card, the other oil on paper laid to card, various sizes. (3)

£1,000 - 1,500 €1,200 - 1,800



87





ISTANBUL AND ATHENS

Album of photographic views of Constantinople (19, all but 2 signed in the negative by Sebah & Joaillier), Smyrna (2), Ephesus (1, by Rubellin) and Athens (17), albumen prints, mounted one per page recto and verso, images typically 210 x 265mm.), contemporary half morocco, oblong 4to, [c.1880]; together with a bundle of approximately 50 loose albumen prints (including 7 of Constantinople, 24 of Athens), an album of 29 mounted albumen prints of the sculptures on The Albert Memorial (1876), and an album of British views (quantity)

£600 - 800 €720 - 960

Sebah & Joaillier images of Constantinople includes general views of the city (6, one from the Hotel de Londres, 2 centred on Galata Bridge, 2 panoramic views across the Bosphorus), St. Sophia mosque (3, 2 exterior, one interior), merchants outside shop in Stamboul, Ahmed mosque, Suleyman mosque (2), cistern tanks, grave of Mahmud II Abdul Aziz, views of the Bosphorus (2, one of the Ambassador's house at Therapia). Other views of Constantinople include the Egyptian obelisk, and the fire observation tower.

LA MOTTRAYE (AUBREY DE)

Voyages... en Europe, Asie & Afrique our l'on trouvé une grande varieté de recherches geographiques, 2 vol., first edition in French, first issue, half-title in volume 1 (as called for), engraved allegorical frontispieces. titles printed in red and black with engraved vignettes, 47 engraved plates (some folding or double-page), 4 folding engraved maps (one shaved at one margin), plate 10 in volume 2 bound upside down [Atabey 661; Blackmer 946; Weber 443], The Hague, T. Johnson and J. Van Duren, 1727; Voyages... en diverses provinces et places de la Prusse Ducale et Royale, de la Russe, de la Pologne, FIRST EDITION, text in French and English in double columns, engraved allegorical frontispiece, title printed in red and black with woodcut ornament, 9 engraved plates and maps (one folding, toned), engraved vignette on dedication, The Hague, for the Author and Sold by Adrien Moetjens, 1732, contemporary calf, rebacked retaining old gilt red morocco spine labels, small folio (310 x 195mm.) (3)

£1,000 - 1,500 €1,200 - 1,800

"This important work describes La Mottraye's travels over a 26-year period which took him through Northern Europe to Tartary and the Levant... [and] mainly deals with the Ottoman empire" (Blackmer). Several of the the fine plates, illustrating antiquities and scenes of eastern life, are signed by William Hogarth. The second title describes the author's journey to Prussia, Russia and Poland.

90'

MORIER (JAMES)

A Second Journey Through Persia, Armenia, and Asia Minor, to Constantinople, between the Years 1810 and 1816. With a Voyage by the Brazils and Bombay to the Persian Gulf, FIRST EDITION, 19 engraved and aquatint plates and maps (4 hand-coloured, several double-page or folding), without half-title, opening few leaves loose, some spotting, modern quarter morocco re-using old marbled sides [Abbey Travel 358; Atabey 837; Weber I.57], 4to, Longman, Hurst, 1818

£800 - 1,000 €960 - 1,200





MARSIGLI (LUIGI FERNANDO)

L'Etat militaire de l'empire ottoman, ses progrés et sa décadence, 2 parts in 1 vol., FIRST EDITION, titles and text in French and Italian, 4 titles printed in red and black with engraved vignette, 44 engraved plates (numbered 1-44 and 22 bis, nos. 2 and 3 on one plate, 10 in letterpress, several folding), 2 large folding hand-coloured engraved maps of the Ottoman Empire, 5 large vignettes engraved by J. Schenk, 2 large engraved pictorial initials depicting an Ottoman scribe, woodcut ornaments, nineteenth century calf, rebacked preserving elaborately gilt-tooled spine [Atabey 776; Blackmer 1084], folio (395 x 245mm.), The Hague, Pierre Gosse & Jean Neaulme [and others], and Amsterdam, H. Utywerf & F. Changuion, 1732

£3,000 - 4,000 €3,600 - 4,800

First edition of an "important work on the military system of the Ottoman empire" (Blackmer), the text and fine plates describing the different types of weaponry, costumes, modes of transports, battle formations, and layouts of actual battles and sieges. Marsigli, an Italian, first arrived in Constantinople in 1680, was taken prisoner by the Turks during the Turkish-Hungarian campaigns, and by 1699 had been appointed to help establish the borders between Turkey, Venice and Hungary. In addition to his military insights, "he summarizes all his knowledge about the Ottomans... in a number of chapters he describes also the origin and the development of the Ottoman Empire, the differences between the ancient and the contemporary Turk' (Empires and Nations, vol.1, edited by A. Biagani and G. Motta, 2014).

MIDDLE EAST AND NORTH AFRICA

92.

BROWNE (WILLIAM GEORGE)

Travels in Africa, Egypt, and Syria, from the Year 1792 to 1798, "second edition, enlarged", half-title, engraved frontispiece, 3 folding maps (1 with a short tear at fold), engraved plan of the residence of the Sultan of Für, contemporary half calf gilt, T. Cadell and W. Davies, 1806--BELZONI (GIOVANNI BATTISTA) Narrative of the Operations and Recent Discoveries in Egypt and Nubia, text volume only, lithographed portrait frontispiece (shaved at upper margin), one engraved plate, one letterpress plate, one folding engraved map, contemporary calf gilt, John Murray, 1821, 4to (2)

£500 - 700 €600 - 840

Provenance

First work, Charles William Henry Montagu Douglas Scott, 4th Duke of Buccleuch (1772-1819), gilt monogram ("B.Q.") on spine.





96

BONFILS (FELIX)

A good collection of 116 views and "native types", the majority signed ("Bonfils" in white) and captioned in French in the negative, each mounted on original card mounts (recto only), ink numbering on mount, images approximately 226 x 282mm., [1880s]

£1,000 - 2,000 €1,200 - 2,400

Includes: Jerusalem (51, of which 16 interiors or details of churches and mosques in Jerusalem), Bethlehem (5), Caiffa (3), Jaffa, Hebron, Sidon (2), Nazareth (3), Mar-Saba convent (2), Jordan river (4), Holy Land sites, landscapes and smaller towns (19), Beirut (1), Egypt (4 including 2 general views of Cairo), Athens and Piraeus (5), "native types and groups" (17, including Lebanese Druse woman, prayers at wailing wall, wandering dervishes in Jerusalem, Bethlehem merchants, Arab encampment, camel drivers). The majority signed by Bonfils, one by Frith, and 3 attributable to A. Neurdein.

CHARDIN (JOHN)

The Travels... into Persia and the East-Indies, engraved vignette on title, engraved portrait frontispiece by D. Loggan, additional engraved pictorial title, one folding map, 16 engraved plates (including some folding city views on several sheets joined, a few short repairs), engraved vignettes and chapter initials, upper margin of additional title cut away to platemark, a few spots, contemporary calf, rebacked preserving original spine [ESTC R12885], folio, Moses Pitt, 1686

£700 - 900 €840 - 1,100

Provenance

D. Standford, bookplate (1860); F. Diba, bookplate.





95

CLARKE (EDWARD DANIEL)

Travels in Various Countries of Europe, Asia and Africa, 7 vol. (including "The Life and Remains"), FIRST EDITION, 180 engraved plates and maps (of 184, some folding), numerous engraved vignettes, some spotting and offsetting, contemporary calf by J. Seacombe of Chester (binder's label in 2 volumes), rebacked in calf gilt [Atabey 253; Cobham-Jeffery, p.11; Weber I. 19/19a], 4to, T. Cadell and W. Davies [-J.F. Dove], 1810-1823-[1824]

£500 - 800 €600 - 960

Provenance

Hugh Grosvenor, Duke of Westminster, bookplate.

96

EGYPT AND NUBIA

Collection of 24 prints after David Roberts and others, mostly tinted lithographs with hand-colouring, various sizes (the Roberts 260 x 350mm. or similar), [nineteenth century] (24)

£600 - 800 €720 - 960

Includes 12 after David Roberts, mostly Nubia.

HANWAY (JONAS)

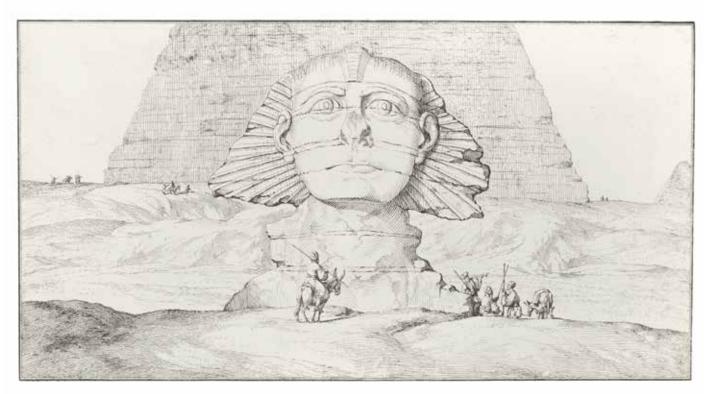
An Historical Account of the British Trade over the Caspian Sea: With the Author's Journal of Travels from England through Russia into Persia... to which is added, the Revolutions of Persia during the Present Century, with the Particular History of the Great Usurper, 2 vol., second edition "revised and corrected", engraved allegorical frontispieces, 17 engraved plates, 9 folding engraved plates, large engraved vignettes, contemporary calf, rebacked, T. Osborne, 1754--STRAHLENBERG (PHILIP JOHANN VON) An Historico-Geographical Description of the North and Eastern Parts of Europe and Asia: But More Particularly of Russia, Siberia, and Great Tartary. first English edition, folding woodcut map, 10 engraved plates (3 folding), folding letterpress table on 2 sheets joined, several full-page woodcut illustrations, lacks folding map (as often), contemporary calf, joints repaired, W. Innys and R. Manby, 1726, 4to (3)

£600 - 800 €720 - 960

Hanway jointed the Russia Company in 1743, undertaking a mission to sell English broadcloth for Persian silk and to evaluate the potential of trade with Persia, then ruled by the last great steppe conqueror, Shah Nadir Kuli Khan (1688–1747). The first volume of Historical Account, "the most original and entertaining of all his books" (ODNB), describes his journey, the second is devoted to a "The Revolutions of Persia: Containing the Reign of Shah Sultan Hussein... [to] Nadir Kouli". Strahlenberg's Historico-Geographical Description is the first English edition of an important work on Siberia and Great Tartary, first published in Stockholm in 1730. It was written by a Swedish officer who had taken part in Charles XII's campaign in Russia, where was he captured and held prisoner for ten years in Siberia, during which time he collected extensive geographical and ethnographical information. Includes a Calmucko-Mungalicum vocabulary.

Provenance

First work, Richard Shuttleworth, nineteenth century armorial bookplate; Second work, Ellis H. Minns, bookplate.



98

JACKSON (JAMES GREY)

An Account of the Empire of Morocco, and the Districts of Suse and Tafilelt... Made during a Long Residence in, and Various Journies Through, these Countries. To Which is Added, an Accurate and Interesting Account of Timbuctoo, the Great Emporium, of Central Africa... Second Edition... Considerably Enlarged, AUTHOR'S PRESENTATION COPY, with 2-page letter from the author tipped-in, half-title, engraved portrait frontispiece, 12 aguatint and engraved plates (5 folding, 3 of natural history subjects hand-coloured), 2 folding hand-coloured engraved maps, one pencil correction to the text, 4pp. of letterpress reviews (printed by W. Bulmer & Co.) tipped-in, modern half calf, gilt morocco spine labels [cf. Abbey Travel 296], 4to, for the Author, 1811

£600 - 800 €720 - 960

A copy sent by the author to John Silvester (1745-1822), Judge and the Recorder of London, with a letter of presentation (dated "Burton St., 2nd July 1813") requesting that he "accept of a copy of the second edition of his account of Marocco Suse etc. the first edition being imperfect or not sufficiently accurate to be referred to on matters of importance". Also bound in is a 4-page letterpress pamphlet of favourable reviews for the first edition.

99 •

MAYER (LUIGI)

Views in Egypt, From the Original Drawings in the Possession of Sir Robert Ainslie, Taken during his Embassy to Constantinople, letterpress title, and 26 hand-coloured aquatint plates (4 with marginal repairs) [cf. Abbey Travel 369], 1801--[BOWYER (ROBERT)] An Illustrated Record of Important Events in the Annals of Europe, letterpress title and 10 aquatint views on 8 sheets only, with 2 additional hand-coloured engraved views [cf. Abbey Travel 352], 1816, disbound, folio, sold not subject to return (2)

£500 - 700 €600 - 840 100

MIDDLE EAST

Collection of 28 prints after David Roberts, van de Velde, and others, tinted lithographs mostly with hand-colouring, some with captions printed or pasted on verso, 320 x 490mm. and smaller, [nineteenth century] (28)

£600 - 800 €720 - 960

Includes: David Roberts (13, 'Nablous' and 'Chapel of Elijah' coloured and mounted-on-card); C.W.M. van de Velde (10); Church of the Holy Sepulcre, artist unknown, also coloured on card.

NORDEN (FRIDERIK LUDWIG)

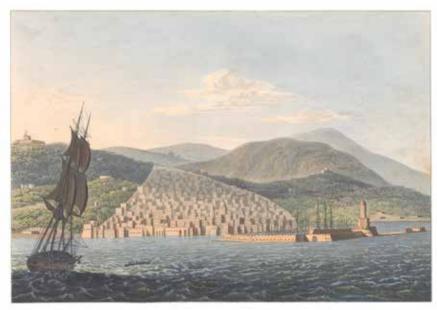
Voyage d'Egypte et de Nubie, 2 vol., FIRST EDITION, engraved portrait, allegorical frontispiece and 161 plates (numbered 1-159, with 3 unnumbered plates, and plate numbers 140-141 on 2 sheets), large engraved head- and tail-pieces and large historiated initials, contemporary calf, rebacked preserving early gilt morocco spine labels [Hilmy II.74; cf. Blackmer 1211], folio (460 x 302mm.), Copenhagen, La Maison Royale des Orphesins, 1755

£4,000 - 5,000 €4.800 - 6.000

"This important work was the earliest attempt at an elaborate description of Egypt, and its plates are the most significant previous to those of Denon" (Blackmer). Norden travelled to Egypt, at the expense of the Danish royal family, to make a detailed study of the ancient monuments, travelling up the Nile as far as Derr in Nubia. He made the first coherent maps of the country, those reproduced as plates having names supplied in both French and Arabic.

Provenance

H. Martyn Kennard, nineteenth century bookplate.





100

102 **PANANTI (FILIPPO)**

Narrative of a Residence in Algiers; Comprising a Geographical and Historical Account of the Regency... Anecdotes of the Late War, edited and illustrated by Edward Blaquiere, half-title, hand-coloured aquatint frontispiece "view of Algiers from the sea", engraved map and plan, without advertisements, modern half calf, gilt morocco spine label [Abbey Travel 302], Henry Colburn, 1818--MORGAN (JOSEPH) A Complete History of Algiers, contemporary calf, neatly rebacked in gilt-tooled calf with morocco spine label, A. Bettesworth and C. Hitch, 1731, 4to (2)

£600 - 800 €720 - 960

103

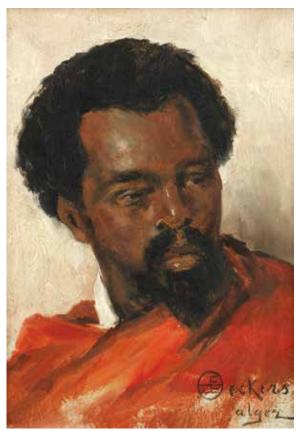
TOURNEFORT (JOSEPH PITTON DE)

Relation d'un voyage du Levant, fait par ordre du Roy. Contenant l'histoire ancienne & modern de plusieurs Isles de l'Archipel, de Constantinople, des Côtes de la Mer Noire, de l'Armenie, de la Georgie, des frontieres de Perse & de l'Asie mineure, 2 vol. in 1, titles printed in red and black, 89 engraved maps and plates (several showing 2 or more subjects), numerous half-page engraved illustrations, small trail of worming to pp.51-82 of volume 1, contemporary panelled calf gilt [Nissen ZBI 4154], 4to, Amsterdam, aux dépens de la Compagnie, 1718

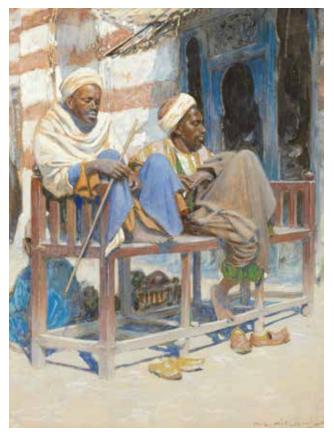
£600 - 800 €720 - 960

An account of botanist Tournefort's travels, on a mission for Louis XIV, through the Greek archipelago, eastern Mediterranean, Asia, the Black Sea, the Caucasus and Persia.





104 105A



104

VITTORIO RAPPINI (ITALIAN, 1877-1939)

The antique dealer; and The fruit seller, a pair both signed 'Rappini' (lower right) watercolour heightened with gouache each 33 x 23cm (13 x 9 1/16in). (2)

£1,500 - 2,000 €1,800 - 2,400

105

LEOPOLD ALPHONS MIELICH (AUSTRIAN, 1863-1929)

A North African street scene signed 'A.L.MIELICH' (lower right) watercolour and gouache 20.3 x 15.2cm (8 x 6in).

£800 - 1,200 €960 - 1,400

105A AR

EMILE DECKERS (BELGIAN, 1885-1968)

Portrait of a man, Algeria signed and dated 'E Deckers/Alger' (lower right) oil on panel 18.1 x 13cm (7 1/8 x 5 1/8in).

£600 - 800 €720 - 960



106 GIUSEPPE AURELI (ITALIAN, 1858-1929)

Vanity signed and inscribed 'G Aureli/Roma' (lower left) watercolour and gouache 56 x 42cm (22 1/16 x 16 9/16in).

£1,500 - 2,000 €1,800 - 2,400





108

FREDERICK F. OGILVIE (BRITISH, ACTIVE 1907-1920)

Columns at Philae signed 'F.F.Ogilvie' (lower left), bears inscription and date (lower left) oil on canvas 35 x 30cm (13 3/4 x 11 13/16in).

£800 - 1,200 €960 - 1,400

108

GUIDO BACH (GERMAN, 1828-1905)

The school room, Cairo signed, inscribed and dated 'Cairo 76/Guido Bach' (lower left) watercolour 53.3 x 37.5cm (21 x 14 3/4in).

£800 - 1,200 €960 - 1,400



ANGELOS GIALLINA (GREEK, 1857-1939)

Mosques and minarets in a desert town signed 'Giallina' (lower left) watercolour 41 x 69.8cm (16 1/8 x 27 1/2in) (sheet size). unframed

£3,000 - 5,000 €3,600 - 6,000





111

JOHN EVAN HODGSON (BRITISH, 1831-1895)

Begging for alms signed and dated 'J.E.Hodgson 1877' (lower right) oil on board $45 \times 56 cm (17\ 11/16 \times 22\ 1/16 in)$.

£2,000 - 3,000 €2,400 - 3,600

111 ANTOINE-VICTOR-EDMOND JOINVILLE (FRENCH, 1801-1849)

A harem picnic signed 'Joinville' (lower right) oil on panel 22 x 30cm (8 11/16 x 11 13/16in).

£1,200 - 1,800 €1,400 - 2,200



112

FREDERICK GOODALL, RA (BRITISH, 1822-1904)

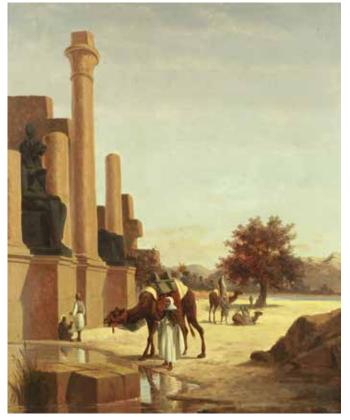
'Time of Joy in Egypt' signed with monogram and dated 'Nov 1893' (lower left), also indistinctly inscribed with title and artist's name (on old label on stretcher verso) oil on canvas 22.8 x 53.3cm (9 x 21in).

£1,000 - 1,500 €1,200 - 1,800

EDWIN LONG (BRITISH, 1829-1891)

Camels and riders resting before a temple signed and dated 'EdLong 1885' (lower right) oil on canvas 65.1 x 54cm (25 5/8 x 21 1/4in).

£1,000 - 1,500 €1,200 - 1,800



113





FRANK DILLON (BRITISH, 1823-1909)

'Cairo from the Sphinx' inscribed with title and dated in pencil 'Decr 1861' (lower right) watercolour and pencil 20.3 x 39.4cm (8 x 15 1/2in).

£600 - 800 €720 - 960

VITTORIO RAPPINI (ITALIAN, 1877-1939)

Carpet seller, a set of two both signed 'RAPPINI' (one lower left, one lower right) watercolour 34 x 24cm (13 3/8 x 9 7/16in) and 33 x 23cm (13 x 9in).

Together with another watercolour by the same hand. (3)

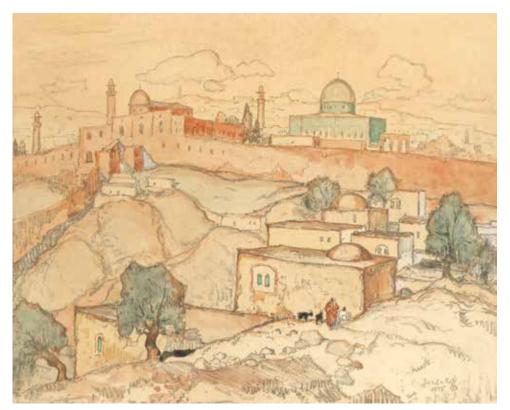
£1,200 - 1,800 €1,400 - 2,200

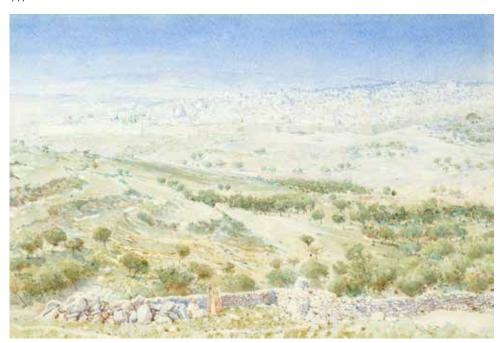


116 **AFTER DAVID ROBERTS, RA**

'The Destruction of Jerusalem by the Romans, Under the Command of Titus, A.D. 70' chromolithograph on lettered mount by Louis Haghe, published by Hering and Remington, London, 1851 69.5 x 107cm (27 3/8 x 42 1/8in)(I)

£1,000 - 1,500 €1,200 - 1,800





118

KONSTANTIN IVANOVICH GORBATOV (RUSSIAN, 1876-1945)

The Dome of the Rock and the walls of the old city, Jerusalem signed in pencil 'C. Gorbatoff' (to margin lower right) hand coloured lithograph 40 x 49.5cm (15 3/4 x 19 1/2in)(I).

£800 - 1,200 €960 - 1,400

ENGLISH SCHOOL, LATE 19TH/EARLY 20TH CENTURY

Views of Jerusalem, a group of three two indistinctly signed with monogram (lower left) watercolour heightened with white 21.6 x 36.2cm (8 1/2 x 14 1/4in) and smaller. (3)

£800 - 1,200 €960 - 1,400



119 LUDWIG BLUM (ISRAELI, 1891-1975)

Herod's Gate, Jerusalem signed and inscribed 'L.Blum Jerusalem' (lower left) oil on canvas 33.5 x 46.5cm (13 3/16 x 18 5/16in).

£6,000 - 8,000 €7,200 - 9,600



AFRICA

120 *

THOMAS WILLIAM BOWLER (BRITISH, 1812-1869)

Table Mountain from Bloubergstrand signed 'T.W. Bowler' and indistinctly inscribed (lower right) watercolour heightened with white 28 x 47.3cm (11 x 18 5/8in). unframed

£2,000 - 3,000 €2,400 - 3,600

GREGOIRE BOONZAIER (SOUTH AFRICAN, 1909-2005)

Landscape with cottages signed in pencil 'Gregoire' (lower right) oil on panel 32.4 x 42.6cm (12 3/4 x 16 3/4in).

£1,500 - 2,000 €1,800 - 2,400

122 AR

RUDOLF HELMUT SAUTER (BRITISH, 1895-1977)

'Modern Pyramids', Johannesburg signed and dated 'R.H.Sauter/1927' (lower right), also signed and inscribed "MODERN PYRAMIDS"/Johannisburg [sic] Mine Dumps/R.H. Sauter/.' (on label attached to the reverse) oil on canvas 48.3 x 66cm (19 x 26in).

£800 - 1,200 €960 - 1,400

123

ROBERT GWELO GOODMAN (SOUTH AFRICAN, 1871-1939)

La Provence, Franschhoek signed with initials and inscribed 'La Provence/RGG/1926' (lower left) pencil and watercolour . 21.6 x 29.2cm (8 1/2 x 11 1/2in).

£400 - 600 €480 - 720



121



122



123





125

ASIRU OLATUNDE (NIGERIAN, 1918-1993)

The Hunters signed and inscribed 'ASIRU OLATUNDE OSOGBO' (to the underside of the panel) repoussé copper panel mounted on wood 26 x 72cm (10 1/4 x 28 3/8in). unframed

£800 - 1,200 €960 - 1,400

Asiru Olatunde was a blacksmith like his father and grandfather before him. In 1961 he began to create figures of animals out of recycled copper and aluminium, and this work evolved into a unique repoussé technique on aluminium panels. His subjects include narratives drawn from Yoruba oral tradition, Bible stories set in Nigerian settings and scenes from everyday life.

BURCHELL (WILLIAM)

Travels in the Interior of Southern Africa, 2 vol., FIRST EDITION, halftitles, 20 hand-coloured aquatint or engraved plates (some folding), one large engraved map hand-coloured in outline, numerous engraved vignettes, errata slip, and 4-pages of "Hints on Emigration to the Cape of the Good Hope", some off-setting and browning, contemporary half calf, worn with small loss to one headband [Abbey Travel 327; Mendelssohn I, p.224; Tooley 116, "the errata slip is frequently missing, as is also the half-title to vol. 1"], 4to, Longman, Hurst, 1822-1824

£1,500 - 2,500 €1,800 - 3,000

"The most valuable and accurate work on South Africa published up to the first guarter of the nineteenth century... the illustrations are characterised by great beauty and accuracy" (Mendelssohn).

Provenance

Physikalisch-ökonomische Gesellschaft, Königsberg, ink stamp on titles.



126

DANIELL (SAMUEL)

African Scenery and Animals at the Cape of Good Hope, FIRST EDITION, 2 vol. in 1, 2 tinted aquatint dedicatory titles, 30fine handcoloured aquatint plates on thick paper by Samuel Daniell, 10 leaves of letterpress text, some light soiling in margins, mounted on guards throughout, modern red half morocco, upper cover with gilt inlaid morocco title label, gilt lettered spine, corners bumped [Abbey Travel 321; Mendelssohn I p.411; Nissen ZBI 1035; Tooley 168], oblong folio (450 x 625mm.), [by the Author, 1804-1805]

£15,000 - 25,000 €18,000 - 30,000

"The scarcest and most valuable of the large atlas folios of South African illustrations. The two volumes form a most magnificent work" (Mendelssohn). Daniell arrived in South Africa in 1799 and was appointed secretary and artist for the expedition of 1801–2 from the Cape of Good Hope to Bechuanaland led by P.J. Truter and William Somerville. His sketches on the expedition formed the basis for the present work.





IACOVLEFF (ALEXANDRE)

Dessins et peintures d'Asie. Exécutés au cours de l'Expedition Citroen Centre-Asie. Deuxième mission Haardt Audouin-Dubreuil, NUMBER 313 OF 500 COPIES, 50 colour plates (on 49 sheets, plates 1-2 one sheet), uncoloured illustrations in the text, text in publisher's suedebacked decorative silk, plates loose as issued, light spotting to upper wrapper of plate 1, small loss to blank margin of final plate, without original chemise and box, folio (385 x 283mm.), Paris, Jules Meynel, [1927]

£1,000 - 2,000 €1,200 - 2,400

A magnificent set of portraits of the peoples of central Africa, with several landscapes and animal studies. lacovleff was artist to the second Citroën mission to Africa led by Georges Marie Haardt and Louis Audouin-Dubreuil during 1924-5.

128°

SPEED (JOHN)

Africae described; Spaine Newly Described with Many Additions, 2 hand-coloured double-page engraved maps, each with 10 costumed figures in side borders, 8 and 10 city views respectively in upper border, English text on verso, 390 by 510mm., George Humble, 1626

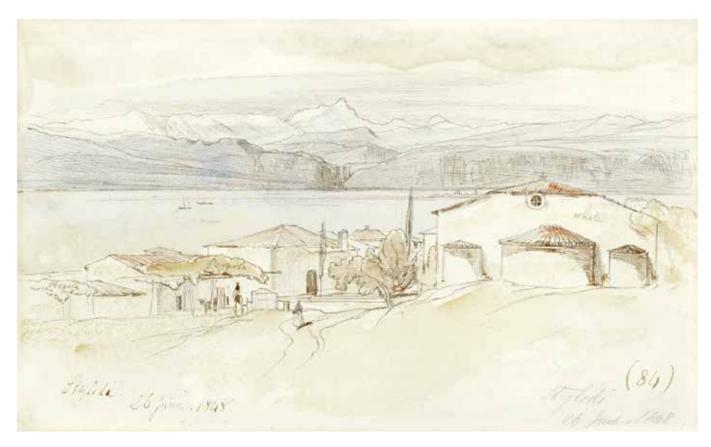
£800 - 1,200 €960 - 1,400

129

TUCKEY (JAMES KINGSTON)

Narrative of an Expedition to Explore the River Zaire, Usually Called the Congo, in South Africa, in 1816, half-title, 13 engraved plates (one hand-coloured, browned), large folding map, advertisement leaf at end, modern half calf, 1818--CLAPPERTON (HUGH) Journal of a Second Expedition into the Interior of Africa, from the Bight of Benin to Soccattoo, half-title, engraved portrait, plan and folding map (strengthed at folds on blank verso), contemporary calf, rebacked with gilt morocco spine labels [Ibrahim Hilmy I, p.136; Gay 337], 1829--RILEY (JAMES) Loss of the American Brig Commerce, Wrecked on the Western Coast of Africa, in the month of August, 1815. With an Account of Tombuctoo, and the Hitherto Undiscovered Great City of Wassanah, folding engraved map (tear at one fold), bookplate of George Moore, contemporary diced calf gilt, rebacked in gilt-tooled calf [Sabin 71398], 1817, FIRST EDITIONS, 4to, John Murray (3)

£600 - 800 €720 - 960



GREECE

EDWARD LEAR (BRITISH, 1812-1888)

Stylida, Greece inscribed and dated twice 'Stylida/26. June. 1848' (lower left and in pencil lower right), also inscribed '(84)' (lower right) with further annotations throughout pen and ink and watercolour . 14 x 23.2cm (5 1/2 x 9 1/8in).

£5,000 - 7,000 €6,000 - 8,400

Provenance

Lieutenant Colonel C.J.B. Church

Sheffield, Graves Art Gallery, Edward Lear, July 1964, no.84.

Lt. Col. Church was the grandson of Charles Marcus Church who was Edward Lear's companion during his earliest travels in Greece in 1848. The two men remained friends until Lear's death in 1888. Upon his death, Lear bequeathed Charles Church more than 100 sketches made in Greece while they were together.





132

CIRCLE OF ANTON SCHRANZ (GERMAN, 1769-1839)

View of Corfu from the plains watercolour heightened with bodycolour 24 x 40cm (9 7/16 x 15 3/4in).

£1,000 - 1,500 €1,200 - 1,800

132 SPYRIDON SCARVELLI (GREEK, 1868-1942)

A view of the Old Fortress, Corfu Town signed 'Scarvelli' (lower left) watercolour with traces of pencil 27 x 44.5cm (10 5/8 x 17 1/2in).

£1,500 - 2,000 €1,800 - 2,400



133 ANTON SCHRANZ (GERMAN, 1769-1839)

A view of the De Bosset Bridge and Argostoli, Kefalonia watercolour 17 x 24cm (6 11/16 x 9 7/16in).

£3,000 - 4,000 €3,600 - 4,800





135



136

134

ENGLISH SCHOOL, 19TH CENTURY

The Old Fortress of Corfu bears date '1845' (verso) and bears the name 'W. LINTON' (on old label verso) oil on board 25.4 x 35.5cm (10 x 14in).

£600 - 800 €720 - 960

135

ENGLISH SCHOOL, 19TH CENTURY

Greek peasants picnicking, possibly from the Lefkimmi region, Corfu watercolour heightened with bodycolour 14.3 x 22.3cm (5 5/8 x 8 3/4in).

£600 - 800 €720 - 960

136

COUNT NICOLAS ANDROUTZOS (GREEK, 20TH CENTURY)

'Dawn: return after a Stormy Night' signed 'N T Androutzos' (lower right) and bears an inscription 'No2/Dawn: Return after a Stormy Night/by/Count Nicolas T Androutzos/ Price 240' (on old label verso) watercolour 71.5 x 110cm (28 1/8 x 43 5/16in).

£600 - 800 €720 - 960



MALTA

137

MARIA GIANNI (ITALIAN, 19TH CENTURY)

Fort St Angelo from Valetta, Malta signed and dated 'M.Gianni.1899' (lower left) watercolour and gouache 9 x 19cm (3 9/16 x 7 1/2in).

£500 - 800 €600 - 960

138

D'ESPOSITO (MALTESE, ACTIVE CIRCA

The Grand Harbour, Valletta, Malta, a pair both signed 'D'Esposito' (one lower left, one lower right) gouache

each 11.5 x 24.2cm (4 1/2 x 9 1/2in). (2)

£600 - 800 €720 - 960

139

VINCENZO D'ESPOSITO (MALTESE, 1886-1946)

The Grand Harbour, Valletta; Malta by moonlight, a pair both signed 'V.D'Esposito' (lower right) watercolour and bodycolour each 10.8 x 23.2cm (4 1/4 x 9 1/8in). (2)

£600 - 800 €720 - 960



138



139





141



140

LUIGI MARIA GALEA (MALTESE, 1847-1917)

H.M.S. Medina and escort entering Malta Harbour, January 24th 1912 signed and dated 'L M Galea/1912' (lower left) oil on board 19 x 41.9cm (7 1/2 x 16 1/2in).

£1,500 - 2,000 €1,800 - 2,400

Provenance

From the estate of Admiral Sir Louis Henry Keppel 'Turtle' Hamilton (1890-1957), thence by descent.

Private collection, UK.

Hamilton was the son of Admiral Sir Frederick Tower Hamilton (1856-1917) and grandson of Admiral of the Fleet Sir Henry Keppel (1809-

Hamilton's uncle Sir Colin Keppel was the commanding officer of this flotilla, while Hamilton was a sub-lieutenant, both stationed on the Medina in this scene. His brother Henry was a midshipman on HMS Cochrane, the third boat in the flotilla.

LUIGI MARIA GALEA (MALTESE, 1847-1917)

Valletta, Malta signed 'LM Galea' (lower left) oil on board 14.3 x 34cm (5 5/8 x 13 3/8in).

£1,200 - 1,800 €1,400 - 2,200

ATTRIBUTED TO GIROLAMO GIANNI (ITALIAN, 1837-1895)

St Paul's Island by moonlight, Malta oil on board 25.4 x 40cm (10 x 15 3/4in).

£1,000 - 1,500 €1,200 - 1,800

142





144

GIROLAMO GIANNI (ITALIAN, 1837-1895)

Valletta, Malta signed and dated 'G.Gianni 1870' (lower right) oil on canvas 38.1 x 73.6cm (15 x 29in).

£3,000 - 5,000 €3,600 - 6,000

GIROLAMO GIANNI (ITALIAN, 1837-1895)

The Three Cities and the Grand Harbour, Malta oil on canvas 38.1 x 73.7cm (15 x 29in).

£3,000 - 5,000 €3,600 - 6,000



GIBRALTAR

ATTRIBUTED TO THOMAS ENDER (AUSTRIAN, 1793-1875)

View of the Rock of Gibraltar from the mainland oil on canvas 33 x 46cm (13 x 18 1/8in).

£8,000 - 12,000 €9,600 - 14,000

In 1817 the Viennese artist Thomas Ender was chosen as one of two resident artists to accompany the Austrian Emperor's daughter, Leopoldina, who was travelling to Brazil to meet her betrothed. They were obliged to stay on Gibraltar for 3 weeks waiting for favourable winds to continue their journey. Whilst there Ender made several watercolours of Gibraltar. It is possible that this rare 19th century view of the Rock of Gibraltar was worked up in oil later from one of these watercolours.



THE CARIBBEAN

STUDIO OF PETER MONAMY (LONDON 1681-1749)

The capture of Porto Bello, 21st November 1739 oil on canvas 63.5 x 86.3cm (25 x 34in).

£4,000 - 6,000 €4,800 - 7,200

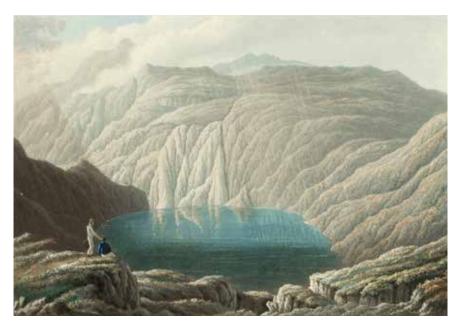
Provenance

Anonymous sale, Christie's, London, 15 May 1997, lot 328 - as Samuel Scott

Monamy painted various pictures to commemorate Admiral Vernon's magnificent capture of Porto Bello on 21st November 1739. These were based on a series of drawings sent back to Monamy by his friend Captain Durell who was present at the action. The most famous of the versions that Monamy produced resided at the Vauxhall Pleasure Gardens, where it was seen by the London aristocracy including the then Prince of Wales, Frederick Louis.

There does not appear to be a similar version to this specific work, although all the hallmarks of style and brushwork point to this being by Peter Monamy or his pupils. The use of 'thumb-printing' to the clouds and the placement of the viewer as a bird's eye view, are both fairly unique to Monamy's studio, and in conjunction with the specific event depicted makes for a convincing case for this attribution. Sadly there is no signature, which may well be due to the fact that this work was part of a set - only one of which would have been signed. Despite Sir Robert Walpole's best efforts to avoid a conflict, the long-expected war between England and Spain - known to history as the War of Jenkins' Ear - was declared on 23rd October 1739. In advance of the formal declaration. a squadron of nine ships commanded by Vice-Admiral Edward Vernon was detached from the fleet at Spithead and sent to the West Indies. Vernon, who was also a Member of Parliament, had long maintained that if he were given six ships he could take Porto Bello, the principal Spanish fortress in Central America. He had, in fact, so irritated the Government with his persistent bragging that they decided to test his theory and dispatched him to Jamaica where he arrived on the day war was declared. After two weeks' preparation, Vernon and his six ships left Port Royal on 5fth November and anchored off Porto Bello on the 20th.





148

LOUIS BÉLANGER (PARIS 1736-1816 STOCKHOLM)

A bridge over the Roaring River, Saint Thomas's Parish, Jamaica signed, dated and indistinctly inscribed 'Louis Belanger/1796' (lower

watercolour and gouache laid to panel 47 x 66cm (18 1/2 x 26in).

£1,000 - 1,500 €1,200 - 1,800

WILLIAM WESTALL (BRITISH, 1781-1850), AFTER LIEUTENANT **CADDY**

'The Old Crater of the Soufriere, St. Vincent' published by Ackermann & Co., London, 1837 hand coloured lithograph

19.4 x 27.7cm (7 5/8 x 10 7/8in)(l)

Together with a hand coloured lithograph after J. Johnson entitled 'View of Saint John's Harbour, Antig', a hand coloured lithograph after George Robertson entitled 'A View in the Island of Jamaica, of part of the River Cobre near Spanish Town' and a chromolithograph with hand colouring after W. Bartels entitled 'Elmina, on the Approach from Cape Coast', various sizes. (4)

£700 - 900 €840 - 1,100



149

FRENCH SCHOOL, CIRCA 1800

A colonial home and servants' quarters, Martinique inscribed 'Martinique' (under mount) watercolour with trace of pencil 31.7 x 53.3cm (12 1/2 x 21in).

£800 - 1.200 €960 - 1,400

150 AR

CECIL BEATON (BRITISH, 1904-1980)

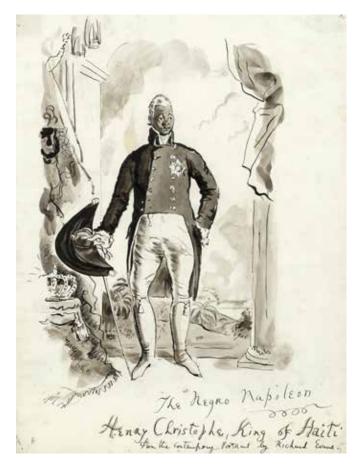
'The Negro Napoleon, Henry Christophe, King of Haiti' signed with initial 'B' lower left, inscribed 'The Negro Napoleon/Henry Christophe, King of Haiti/from the contemporary portrait by Richard Evans' (lower centre) pen and ink and wash .39 x 29.5cm (15 3/8 x 11 5/8in).

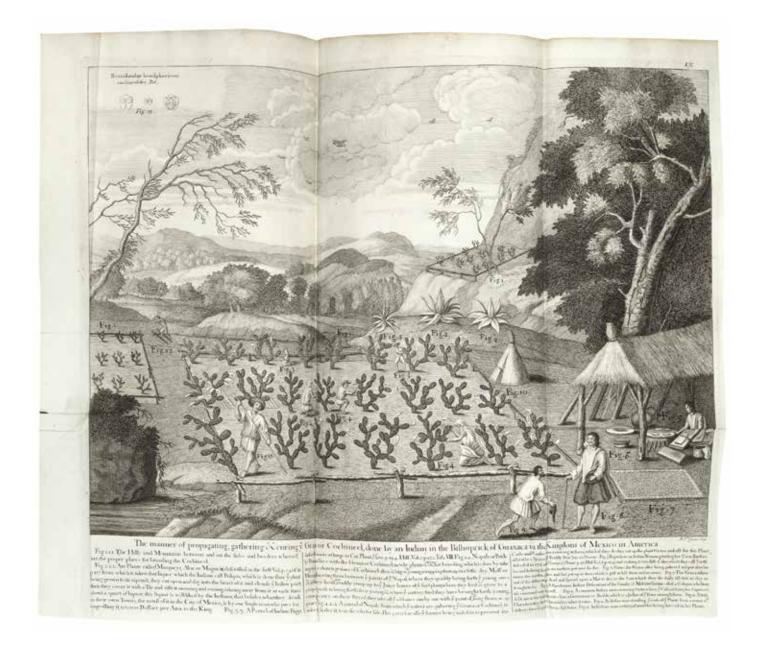
£600 - 800 €720 - 960

Provenance

with Michael Parkin Fine Art Ltd. Richard King Esq, October 1983.

Cecil Beaton visited Haiti in 1935 for Vogue and became enamoured with the island and its people.





151 ° **SLOANE (HANS)**

A Voyage to the Islands Madera, Barbados, Nieves, S. Christophers and Jamaica, with the Natural History of the Herbs and Trees, Fourfooted Beasts, Fishes, Birds, Insects, Reptiles, 2 vol., FIRST EDITION, titles printed in red and black, 284 double-page or folding engraved plates, mostly by Michael Vander Gucht or John Savage after Everhard Kickius (numbered II-XI and 1-274), lacking the folding map (plate I), text and plates mounted on guards throughout (as noted by Hunt), occasional superficial dust-soiling, a few plates creased or browned, c.11 plates trimmed affecting image or text, contemporary calf, rebacked, spines gilt with morocco labels, rubbed, joints cracking [Great Flower books 76; Hunt 417; Nissen ZBI 1854; Palau 315109; Sabin 82169], folio (337 x 255mm.), B[enjamin] M[otte] for the Author, 1707-1725

£7,000 - 10,000 €8,400 - 12,000 FIRST EDITION OF SIR HANS SLOANE'S MOST IMPORTANT WORK: "A fundamental work for West Indian botany" (Great Flower Books), containing "the earliest representations of the flora and fauna of Jamaica" (Hunt). Sloane travelled to the West Indies in 1687 and spent 15 months there as physician to the Duke of Albemarle, the Governor of Jamaica. Among the 800 or so new species of plants Sloane gathered was cacao. Although drunk mixed purely with water by the natives, Sloane found it "nauseous", and on his return experimented with adding milk and sugar to make it more palatable. Initially his new chocolate recipe was used for medicinal purposes, but soon 'Sir Hans Sloane's Milk Chocolate' was being sold as probably the first brandname milk chocolate, some 80 years before Cadbury's adopted the recipe to produce their own cocoa and drinking chocolate.













152

SOUTH AMERICA

152

BRAZILIAN SCHOOL, CIRCA 1840

A set of six Brazilian landscapes 'Vista tomada de St.Cherezae' 'Fortaleza de Praya Vermelha'

'Lago do Paco' 'St. Christovao'

'Entrada da Barra do Rio de Janeiro'

'Praya d'Ajuda'

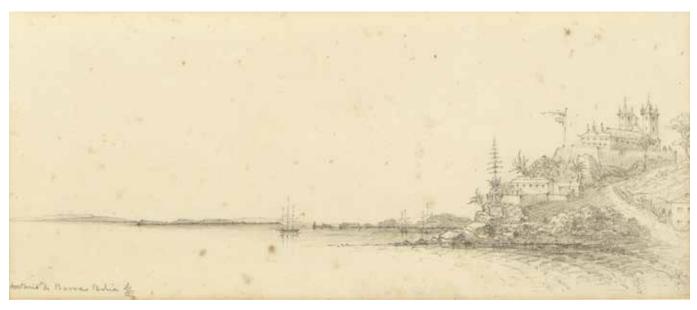
each inscribed with title (to margin)

pen and ink, watercolour and bodycolour with gum arabic highlighting each 11 x 16.6cm (4 5/16 x 6 9/16in) (image size), (6).

£3,000 - 5,000 €3,600 - 6,000

The present watercolours are variations after Johann Jacob Steinmann (1800-1844) from his volume 'Souvenirs de Rio de Janeiro dessinés d'après nature'.





154

ENGLISH SCHOOL, 19TH CENTURY

A collection of 6 drawings and watercolours by various hands depicting views in Central and South America and possibly the

'A view of the Sugar Loaf Rio de Janeiro from the Anchorage of H.M. S. Satellite March 13th 1847';

'Old fort, Morro da Conceição, 2/1/58'; Bocca del Rio, Mexico;

A village scene, Bogota, Columbia; and 2 views believed to be of Caribbean settlements various sizes, all unframed. (6)

£800 - 1,200 €960 - 1,400

ENGLISH SCHOOL, 19TH CENTURY

Two views of San Antonio, Bahia, Brazil one indistinctly signed with monogram and inscribed 'S' Antonio de Barra Bahia ...' (lower left); the other indistinctly signed with monogram and inscribed 'S' Antonio light house Bahia ... (lower left) pencil, mounted as one each sheet: 14 x 30.5cm (5 1/2 x 12in). unframed

£600 - 800 €720 - 960

155 PEDRO LIRA (CHILEAN, 1845-1912) The Watercress Seller signed 'P.Lira' (lower right)

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

£1,000 - 1,500 €1,200 - 1,800

oil on canvas

156

EMILY M. JOHNSON (19TH CENTURY)

A collection of nine watercolour sketches of figures from Peru

four signed and dated 'Emily Johnson/April 20th 1865' (upper right), each inscribed (lower

ink and watercolour with traces of pencil, various sizes, all unframed. (9)

£600 - 800 €720 - 960



155





157



158

AUGUST LÖHR (GERMAN, 1843-1919)

A view of Iztaccíhuatl, Mexico signed, inscribed and dated 'August Lohr . Mexico 1909' (lower right) watercolour heightened with white 34 x 51.4cm (13 3/8 x 20 1/4in).

£1,500 - 2,000 €1,800 - 2,400

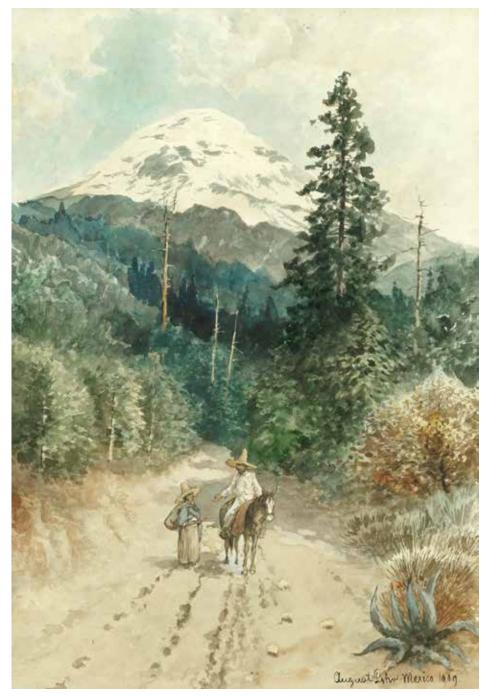
Iztaccíhuatl is a dormant volcano in Mexico and is the country's third highest peak at 5,230 meters. Its name means "White Woman" in Nahuatl, reflecting the four individual snow-capped peaks which depict the head, chest, knees and feet of a sleeping female when seen from east or west.

AUGUST LÖHR (GERMAN, 1843-1919)

Popocatépetl and Iztaccíhuatl (Popo and Izta), Mexico signed inscribed and dated 'August Lohr.Mexico./1909' (lower right) watercolour with traces of pencil and heightened with white 34.3 x 50.8cm (13 1/2 x 20in).

£1,200 - 1,500 €1,400 - 1,800

According to Aztec mythology, Popo and Izta were once living humans the brave warrior Popocatépetl and a beautiful princess Iztaccíhuatl who were deeply in love. They later transformed into volcanoes, which are now seen as symbols of their love.

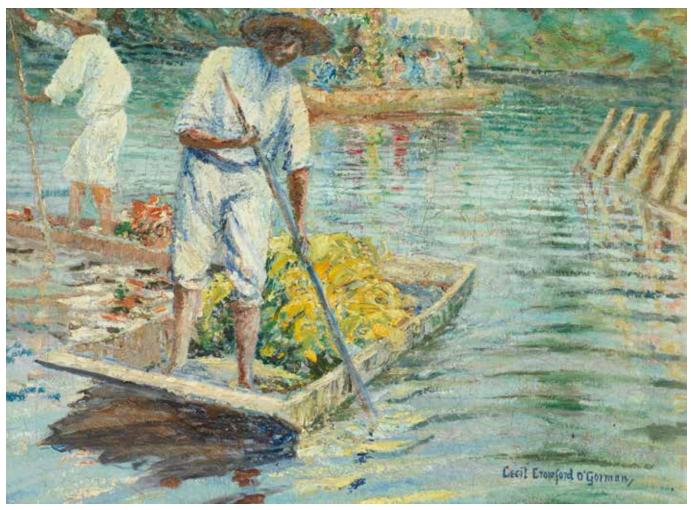


159 AUGUST LÖHR (GERMAN, 1843-1919)

A view of Popocatépetl, Mexico signed, inscribed and dated 'August Lohr Mexico 1909' (lower right) watercolour 49.5 x 34cm (19 1/2 x 13 3/8in).

£1,500 - 2,000 €1,800 - 2,400

Popocatepetl, also known as El Popo, is an active volcano in Mexico and is the country's second highest peak at 5,636 meters. Its name means "Smoking Mountain" in Nahuatl (Aztec).



160 CECIL CRAWFORD O'GORMAN (IRISH, 1874-1943)

Floating flower market, Mexico signed 'Cecil Crawford O'Gorman' (lower right) oil on canvas 45 x 62cm (17 11/16 x 24 7/16in).

£1,000 - 1,500 €1,200 - 1,800



NORTH AMERICA

161

19TH CENTURY SCHOOL

Native Americans welcoming explorers, most probably Henry Hudson during his voyage up the Hudson River bears signature and date (lower left) oil on canvas laid to board 70 x 112cm (27 9/16 x 44 1/8in).

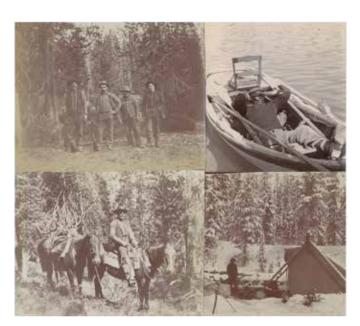
£2,000 - 3,000 €2,400 - 3,600



162



163



164

CAPTAIN R. RIDDLEY, MID-19TH CENTURY

Wagons at sunset - an early view of Arizona signed and indistinctly dated 'CAPTAIN R.RIDDLEY 1880(?)' (lower left) and inscribed 'ARIZONA' (lower right), also bears inscription in pencil 'Wagons Arizona,/Captain Riddley 1860' (verso) watercolour 10.5 x 17.5cm (4 1/8 x 6 7/8in).

£600 - 800 €720 - 960

unframed

ROBERT PUMMILL (AMERICAN, BORN 1936)

Lookin' for strays signed 'Pummill/CA/'88' (lower right) oil on board 21.5 x 29cm (8 7/16 x 11 7/16in).

£800 - 1,200 €960 - 1,400

164°

WYOMING, HUDSON'S BAY AND FLORIDA - HUNTING

An album of photographs recording hunting trips to Wyoming, Hudson's Bay and Florida, 92 gelatin silver prints (images 90 x 118mm.), all loose mounted 3 per page, a few captioned on mount, original limp morocco, worn, oblong folio, [c.1901]

£600 - 800 €720 - 960

Unusual album of photographs recording early twentieth century hunting expeditions for bear, moose, elk and tarpon. Images include: Wyoming (the camp, huntsmen with their trophies, horses and guns, woodsmen, views of the Tetons, a bear on the plain and skinned), Hudson and Winnipeg ("Moose killed by J.P.K.", horse drawn sledge on the ice), and tarpon fishing in Florida (16, including "Blanche" with her rod and catch - 2 with her black boatman, catches on the beach including a hammer head shark).



NORTH POLE

EDUARDO DE MARTINO (ITALIAN, 1838-1912)

The Stella Polare - Duke of the Abruzzi's expedition to the North Pole oil on canvas

28 x 38.4cm (11 x 15 1/8in).

A hand written label on the reverse suggests that the present lot is an oil sketch for a painting given to the Naval Academy at Livorno.

£4,000 - 6,000 €4,800 - 7,200

Prince Luigi Amedeo, the Duke of the Abruzzi, was born in 1873 during his father's brief reign as King Amedeo of Spain and while his Grandfather, Victor Emmanuel II, still reigned as the first King of Italy. It would be in the Italian Alps where his passion for mountain exploration would begin, conquering the Zmutt ridge of the Matterhorn at the age of twenty one. He would go on to become one of the preeminent explorers of his time, well known for making the first complete ascent of Mount St. Elias in Alaska and his climb on K2 via a route which now bears his name.

In 1899 the Prince organised an expedition to the North Pole, via Christiania (modern day Oslo) where he acquired an old whaling ship which he renamed Stella Polare. The twenty men of the expedition set up a winter camp on Rudolph Island in Franz Joseph Land and planned to set out for the pole on dog sleds at the end of the winter night. During the long winter the Duke unfortunately lost two fingers to frostbite and so was not able to go for the pole with the sleds. In his absence Captain Umberto Cagni took the lead and the expedition reached latitude 86° 34', setting a new record.

Prince Luigi Amedeo would go on to be the Commander-in-Chief of the Italian Navy during the World War I and later establish a village in Italian Somaliland where he died in March 1933.

ADMIRAL SIR GEORGE BACK (BRITISH, 1796-1878)

HMS Terror trapped in pack ice in Frozen Strait, between 1836-1837 signed 'G. Back' (lower right) watercolour 12.7 x 17.1cm (5 x 6 3/4in). unframed

£10.000 - 15.000 €12,000 - 18,000

Inside any Pantheon to polar discovery, the name of George Back sits alongside those of Sir John Franklin, William Parry, John Ross and his nephew James as one of the greatest pioneers of Arctic exploration.

Admiral Sir George Back was born in Stockport, Cheshire, on 6th November 1796 and entered the Royal Navy as a midshipman in the frigate Arethusa in September 1808. After an eventful six months in action off the north coast of Spain, he was captured by the French and spent the next six years as a prisoner-of-war in Verdun. Finally released in May 1814, he served briefly in the Akbar and then in the Bulwark before transferring again in January 1818, this time into the hired-brig Trent commanded by the young Lieutenant John Franklin, to accompany that vessel on what now is regarded as the very first Arctic Expedition – the ambitious objectives of which were not only to find the fabled 'North West Passage' but also to reach the North Pole - that same year. Although the voyage was unsuccessful due to severe gales and heavy pack ice, the ships nevertheless returned safely and Franklin selected Back to accompany him on his next expedition - to explore the Arctic coast of North America - in 1819-22, during which Back was responsible for all the surveying and chart-making. Promoted lieutenant in January 1821, Back then served with the home fleet for two years before joining Franklin yet again for the latter's Second Land Expedition of 1825-27. Despite being promoted commander in 1825, Back was unemployed between 1827 and 1833 when he was appointed to command an expedition to search for another explorer, Sir John Ross, who had been missing in the Arctic since 1829. In May 1834, news reached Back that Ross was safely back in England so he decided to trace the 500-mile course of the Great Fish River which he completed successfully. Then, after mapping Montreal Island, the expedition headed home and in recognition of his achievements, Back was not only promoted captain - by Order in Council, an honour which no other officer in the navy had received except King William IV - but additionally had the satisfaction of having the Great Fish River renamed in his honour. Once home, Back also wrote the first of his two books Narrative of the Arctic Land Expedition to the mouth of the Great Fish River which was published to enthusiastic acclaim. Appointed captain of the converted bomb vessel Terror for the expedition to map the last sections of the uncharted coast of north America in 1836-37, Back returned home defeated by the ice and was thereafter an invalid for several years during which he wrote the second of two books on his Arctic adventures. Narrative of an Expedition in H.M.S. Terror. published in 1838.

The harsh polar weather and conditions had taken their toll however, and the so-called 'Frozen Strait' expedition of 1836-37 proved Back's last foray beyond the Arctic Circle. Later in life, after being knighted in 1839, he became a distinguished president of the Royal Geographical Society in 1856 and received his final promotion to rear-admiral in 1857; he died at his London home in Portman Square on 23rd June 1878, the last surviving member of that remarkable band of Arctic pioneers.

Although it is neither dated nor inscribed, this fascinating and hitherto unknown watercolour shows H.M.S. Terror stranded in the ice of the 'Frozen Strait' during the long Arctic winter of September 1836 to July 1837. The puny little converted bomb vessel Terror, with her topmasts down and her sails tightly furled as if battened down against the elements, is depicted perched somewhat precariously upon the frozen sea and surrounded by enormous mounds - some like small mountains - of piled up pack ice like some monstrous nightmare. Also seen clearly is the canvas awning, probably made from the ship's stock of sailcloth, stretched over the forward section of the upper deck to afford at least some recreational space for the officers and men imprisoned by the merciless winter. Having left England in June 1836, the trans-Atlantic passage had been a stormy one, but the weather then improved allowing Terror to make good progress until the temperature suddenly started to drop in early September. Ice-bound in no time, she was then forced to winter in the Arctic and remained stuck until finally able to free herself in the thaw the following July. By then damaged and leaking profusely, she somehow managed to limp home and was eventually beached in a sinking condition on the shore of Lough Swilly on the northern tip of Ireland.

The despair and homesickness of those locked in their icy prison aboard Terror is perhaps most vividly described by Back himself in the following extract from his own Narrative of an Expedition published in 1838:

"The 14th February [1837], Valentines's day! By universal consent in the temperate regions of Europe, the harbinger of spring, the day when hope revives and the future begins to triumph over the past! Even with us, fast locked in the dreary wilderness of ice, amidst driving sleet and fog, the time was not without its influence, and I mark this day as the boundary from which we began to look forward to our final release. "How short the past, how long the future appears", is the trite and universal reflection; yet in my case the reality was exactly the reverse. When I looked back on the past, (and it was the first time that I remember to have experienced such a feeling), the time since we left England, though but eight months, seemed longer than three years of my former not unadventurous life. Days were weeks, weeks months, months almost years. As objects seen through a haze appear more distant, so to me the past had a dim and shadowy indistinctness which magnified its proportions. There were no marks to separate one day from another, no rule whereby to measure time; all was one dull and cheerless uniformity of dark and cold. But from this date, on the contrary, the successive days being occupied in active exciting employment, with continual novelties of situation, and expectation of something to come, seemed to fly with accelerated speed as each brought us nearer to the termination of our imprisonment . . . '

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





167

TRISTRAM ELLIS (BRITISH, 1844-1922)

A polar bear and her cub, Spitsbergen signed, inscribed and dated 'Tristram Ellis. Recherche Bay Spitsbergen/1902' (lower left) watercolour 97.8 x 66cm (38 1/2 x 26in).

£2,000 - 3,000 €2,400 - 3,600





168

168 **LEO CHEYNE (BRITISH)**

H.M.S. Assistance in winter quarters returning daylight; and H.M.S. Assistance and Pioneer breaking out of winter quarters, 1854 a pair, both signed 'Leo Cheyne' (lower right) watercolour and pencil heightened with white each 18.5 x 28.5cm (7 5/16 x 11 1/4in). (2)

£1,000 - 1,500 €1,200 - 1,800

The Scott Polar Research Institute at the University of Cambridge holds similar artwork by this artist





169

BRITISH ARCTIC EXPEDITION 1875-76

Tin of potatoes left at Ellesmere Island by Sir George Nares' expedition, cylindrical tin, traces of original label sellotaped over, scattered patches of corrosion and discoloration, approximately 110mm high x 100mm diameter, preserved in later custom-made wooden glazed case, 170 x 140 x 140mm., [1875-6]

£800 - 1,200 €960 - 1,400

The chief aim of the British Arctic expedition of 1875–6 was to reach the North Pole, based on the belief that there existed an open polar sea. The Alert and Discovery sailed on 29 May 1875 and reached their winter quarters on the coast of Grinnell Land (Ellesmere Island) - Sir George Nares in the former ship attaining the most northerly point hitherto reached in the Canadian Arctic.

The expedition suffered a severe outbreak of scurvy, owing in part to the Admiralty's replacement of Mediterranean lemons with much less effective West Indian limes, but compounded by the very limited supply of fresh food. One sub-lieutenant on the expedition was so tired of tinned food that he shot dead a seal while the crew were observing a religious service, an act of disrespect for which he was reprimanded by Nares (ODNB). Mention of "preserved potatoes" is made by Edward Moss in his Shores of the Polar Sea (1878; pp. 43 and 57), see below.

Left by the Nares Expedition at Cape Sheridan, Ellesmere Island, 1875-6; recovered August 1948 by Task Force 80, a US mission ostensibly to restock joint Canadian-US weather stations but in fact Cold War posturing over Arctic sovereignty; presented by Captain Albani Chouinard, a senior Canadian icebreaker captain who was on the mission, to J.C. Lessard, Deputy Minister of Transport, Ottawa, on 15 October 1948; given by him in the 1950s to his employee J.E. Devine; thence by descent to the present owner, accompanying documents and typed label taped to top of tin.

170

MOSS (EDWARD LAWTON)

Shores of the Polar Sea. A Narrative of the Arctic Expedition of 1875-6, FIRST EDITION, half-title, 16 mounted chromolithographed plates and numerous illustrations "from drawings made on the spot by the author", one colour-printed map, title and plate captions printed in red and black, spotting to plate 15, publisher's decorative cloth gilt, g.e., loss to head of spine, rubbed at extremities, folio (480 x 331mm.), Marcus Ward, 1878

£800 - 1,200 €960 - 1,400

"Moss was a naval surgeon on Nares' flagship, Alert, but also served as artist for the expedition, producing this sumptuous volume two years after the expedition returned. Although his preface disclaims a narrative intent for the book and places his emphasis on pictorial efforts, the book still provides a substantial and engaging account of the Nares expedition (1875-76)" (Books on Ice, 4.7).









SOUTH POLE

BRITISH NATIONAL ANTARCTIC EXPEDITION 1901-1904

A collection of 40 photographs, most attributable to Reginald Skelton, gelatin silver prints, loose, most approximately 120 x 155mm., [c. 1901-1904]

£4,000 - 6,000 €4,800 - 7,200

A rare series of photographs of the Discovery Expedition, including the ship in the ice (and en route for home), Winter Quarters, scientific equipment, blizzard measuring contraption, sledges and tents, men working on the ice, arrival of S.S. *Morning* relief party, exploding the ice, landscapes (Mount Erebus, etc.) and seascapes, most attributable to Reginald Skelton, the Expedition's Chief Engineer, and photographer.

BRITISH ANTARCTIC RELIEF EXPEDITION

Log of midshipman A. N. ["Neville"] Pepper, titled on the flyleaf "National Antarctic Relief Ship/S.Y. Morning/from London, Madeira, Lyttleton N.Z. & the Antarctic", with a list of officers and crew and a sketch of the Morning beneath, describing her two relief voyages, the second part entitled "The/second voyage of the/ Government Relief ship/ 'Morning'/ to Hobart & the Antarctic Regions/ in search of the Royal Geographical society ship/S. S. Discovery/ in company with the S.S. Terra Nova/by/ Midshipman N. Pepper", also with a list of the ship's company and some fifteen line drawings including a plan of the ship marooned in the ice, "the glacier with the coal on it", "Half Way Camp", and "a penguin in two positions", 151 pages, original maroon calf, rubbed, 4to, 9 July 1902 to 26 March 1903 and 24 October 1903 to 17 October 1904

£8,000 - 12,000 €9,600 - 14,000

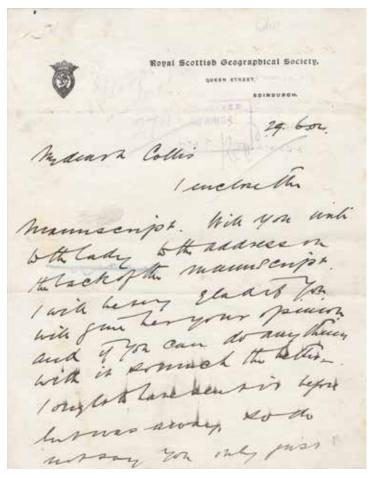
'CAPT. SCOTT SAYS NO MAN WILL REACH THE POLE AS AN IMPENETRABLE RANGE OF MOUNTAINS ARE IN THE WAY': a firsthand account of the two relief voyages undertaken by the Morning to rescue the beleaguered Discovery, written by a young midshipman, Neville Pepper, who celebrated his 19th and 20th birthdays at sea: 'A name that was familiar to Markham... the son of Captain Colbeck's old captain on the Montevallo... Although seen by Doorly as "a little soft", Pepper seems to have accomplished his work' (T.H. Baughman Pilgrims on the Ice, 1999).

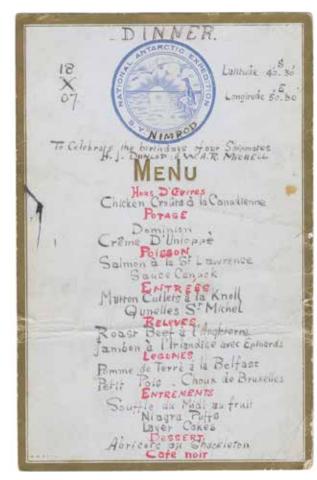
Amongst the expected daily observations are Pepper's more personal comments on life aboard ship, such as on food ("flying fish for breakfast, lovely..."), entertainments ("Captain Scott arrived this evening... all hands had a sing-song...") and encounters with the local wildlife - the crew look after several young penguins and feed them with "bovril poured down their beaks... if you call then they will come to you..."; another penguin is not so fortunate - "We caught an Emperor Penguin & killed it by Prussic Acid after taking its photograph...".

In his account of the first voyage he describes being part of the landing party that named Markham Island (later Scott Island) on Christmas Day 1903. In the New Year he landed at Cape Adair, retrieving items left by the Discovery and on Possession Island found the "record left by Southern Cross... placed in a Pioneer tobacco tin"; Franklin Island was sighted on the 14th, Cape Crozier on the 17th where a landing party "signalled that the Discovery had wintered in Mc Mullans bay, 90 miles from here", and by the 23rd, amidst great excitement, the crew held a sweepstake as to who will see the ship first ("A party of 12 men & 2 sledges arrived from the Discovery. We gave them a good feed" [including his own 'cake' consisting of jam, crushed biscuits and condensed milk]). On 3rd February he notes Captain Scott's return from a sledging expedition ("he lost all his dogs & had to pull the sledges... Dr Wilson & Lieut Shackleton were with him... Capt. Scott says no man will reach the Pole as an impenetrable range of mountains are in the way..."). There follow descriptions of attempts to free the ship, transporting stores and coal on sledges to the *Discovery* and finally getting underway on the return journey to Lyttleton.

A similar account follows for the second voyage on which the Morning is now joined by the Terra Nova. On 23rd January he writes "This day a year ago we saw the Discoverys masts for the first time, but were nearly six miles closer. It is blowing a strong gale, the ice cracking rapidly...". Pepper describes an expedition to North Island off Cape Royds, and includes a plan of their hut. After several attempts to blast the Discovery out of the ice, by 16th February it was free and all three ships returned together ("We had done our bit, relieved the Discovery the 1st time and got her out the second time"), with Pepper by the end evidently relieved to be "safe again in Old England after 2 & a ½ years of Hard & Dangerous work...".

25 To day was pully fine at 2:30 the sledge Parties returned at 3:30 we we struck by a heavy now squall with no wind but at 6 it (theterial) increased shifting to all points of the composs bringing in a Northly swell which caused the ship to hump leavily on the we with a middle o stown I got a Oracoung of the balf way camp which spee THE Way comp 25/1/00. 1 26. This Morning we had a heavy fall of mow live menes fell between 4 am a yam It cleared up by eight and became a lovely day with no would We are Pretty close to the north Island of cape Toydo. at 1:30 the Iledge Parties went away and at wom the isi commenced to breek away orang to a heavy swell





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SHACKLETON (ERNEST HENRY)

Autograph letter signed ("EH Shackleton"), to "My dear Mr Collis [sic]" [the literary agent W.M. Colles], sending the manuscript "Dolorosa" by Mrs H.B. Rowlands ("...Let me know what you think of it. Scott seems to be writing in driblets, it will spoil the sale of a book will it not?..."), 2 pages, printed heading of Royal Scottish Geographical Society, receipt stamps and formerly pinned at head, 4to, Edinburgh, 29 June 1904

£600 - 800 €720 - 960

'SCOTT SEEMS TO BE WRITING IN DRIBLETS' - Scott was at this time working on The Voyage of the 'Discovery' which was to be published the following year.

The following nine lots belonged to Henry J.L. Dunlop, Chief Engineer of the Nimrod.

174

[SHACKLETON (ERNEST HENRY)]

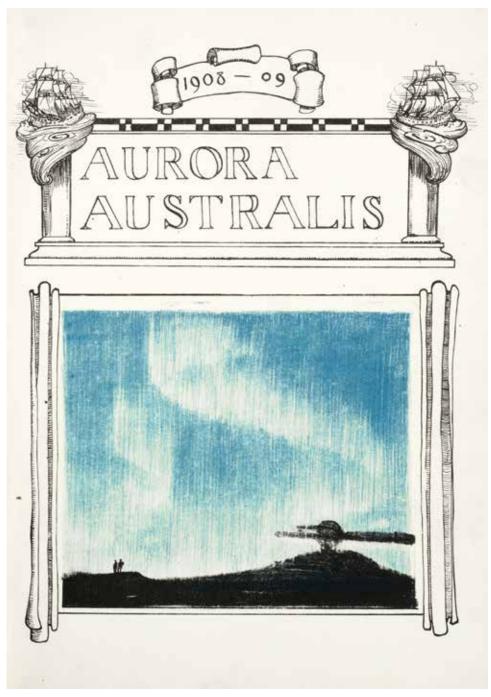
"To Celebrate the birthdays of our Shipmates H.J. Dunlop; & W.A.R. Michell" at "Latitude 40"S. 30'/ Longitude 50"E.30'", manuscript menu, in red and black ink on printed card, signed on the reverse by Michell, Murray, Davis, Mackintosh, Mackay, Dunlop and Captain England, headed with the printed National Antarctic Expedition badge ("Nimrod" added in ink), 8vo (155 x 112mm.), 18 October 1907

£600 - 800 €720 - 960

Menu for a meal to celebrate the birthdays of four shipmates of the Nimrod, given whilst en route to Christchurch - at this point half way between South Africa and the Kerguelen Islands. Signed by four of the ship's officers and three of the eventual shore party. Food includes "Potage. Dominion Crême D'Unloppè" and "Dessert. Abricot au Shackleton".

Provenance

Henry J.L. Dunlop (1876-1931), Chief Engineer on the Nimrod; by descent to the present owner.



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SHACKLETON (ERNEST HENRY, EDITOR)

Aurora Australis, FIRST EDITION, LIMITED TO APPROXIMATELY 90 COPIES, H.J.L. DUNLOP'S COPY, signed "H.J.L. Dunlop" on first blank leaf, coloured lithographed title, 11 lithographed or etched plates by George Marston (one in sepia, 2 tipped-in and one printed on verso of fol. 63, as published), additional proof of 'At the Edge of the Crater' plate (with first page of poem 'Erebus' printed on verso, crossed through in pencil), the previously untraced 'Giant Tick' plate, and a printed menu, 16 plate title leaves printed in red, all leaves printed on Abbey Mills paper with three punch holes, untrimmed as issued in original boards made by Bernard Day from a Venesta packing crate, with stencilled letters "B43936/ 25.1LB TINS/BRITISH" (lower half of word 'British' cropped) on inside lower cover, backed with leather from horse harnesses, title and penguin motif blindstamped on spine, sewn with green silk binding cord, backed with leather from horse harnesses, title and penguin motif blindstamped on spine, some staining to spine [Conrad, p.146; Renard 1436; Rosove 304.A1; Spence 1095; Taurus 60; OCLC 142137; Robert B. Stephenson, census on www.antarcticcircle.org, copy number 39], 4to (260 x 195mm.), Published at the winter quarters of the British Antarctic Expedition During the Winter Months of April, May, June, July, 1908... Printed at the sign of 'The Penguins'; by Joyce and Wild... East Antarctica, 1908

£25,000 - 35,000 €30,000 - 42,000



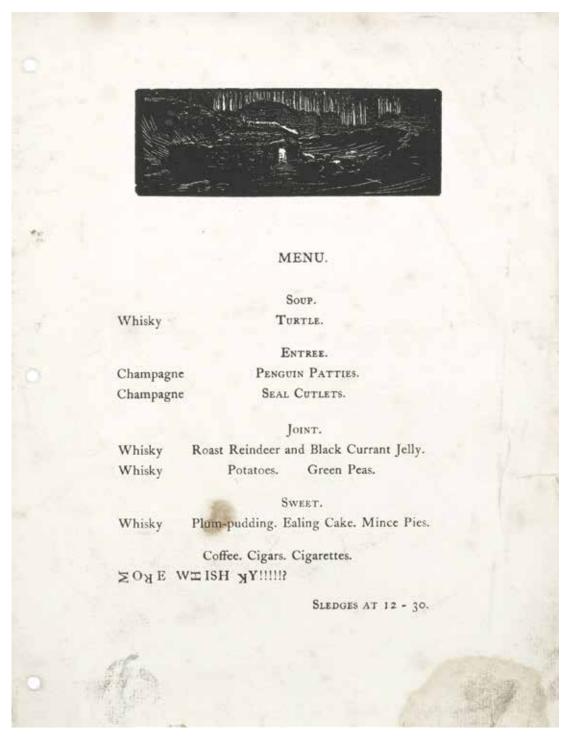
THE FIRST EDITION OF THE FIRST BOOK PUBLISHED AND PRINTED IN ANTARCTICA - ONE OF ABOUT 80 RECORDED COPIES, SIGNED BY HENRY DUNLOP, CHIEF ENGINEER ON THE NIMROD.

UNIQUE COPY with the elusive etched plate 'A giant Tick was investigating the carcase' (captioned in pencil below the image), which appears in no other recorded copy. Prior to its discovery in this copy, in 2011, this plate was presumed not to exist, although the chapter title leaf is present in a small number of copies. However, an amended lighter version of the illustration was used in The Antarctic Book.

The present copy contains 111 leaves in total, comprising: Roscove nos. 1-94 (of 95, without the final chapter title for the 'Giant tick' plate); 14 blank leaves; additional proof of the 'At the Edge of the Crater' plate; the 'Giant Tick' plate; printed menu.

The printed menu, with a wood-engraved head-piece vignette and including "Penguin Patties", "Seal Cutlets" and "MORE WHISHKY!!!!!?", comprises the third and final leaf of a menu for a midwinter dinner which took place on 23 June 1908 at Shackleton's Cape Royds' hut ('British Antarctic Expedition 1907, Midwinter Celebration, At Winter Quarters, Cape Royds, June 23rd 1908', East Antarctica, printed on the Albion Press by Wild and Joyce, 1908). Another copy of the same leaf is present in the William King Davis copy of Aurora Australis at the State Library of Tasmania, and two of the Joyce copies have the full menu.

Two variants of the book are known. The present copy is in Millard's format A, with for example the title-page in colour, the penguin stamps at the foot of the chapter title leaves, and the presence of the 'Sheckels' illustration, making a total of 11 rather than 10 plates. This format is now in fact accepted to be the second state: it seems Shackleton was concerned that part of Wild's text, describing five wealthy men who refuse to contribute to the Expedition fund, might jeopardise future fund-raising efforts, and asked that the "offensive" passage be replaced with an additional plate (see M.L. Greene, "Aurora Australis... A New Description of the First State of the First Book Published on the Antarctic Continent", in Book Talk: Essays on Books, Oak Knoll Press, 2006, pp.69-79).

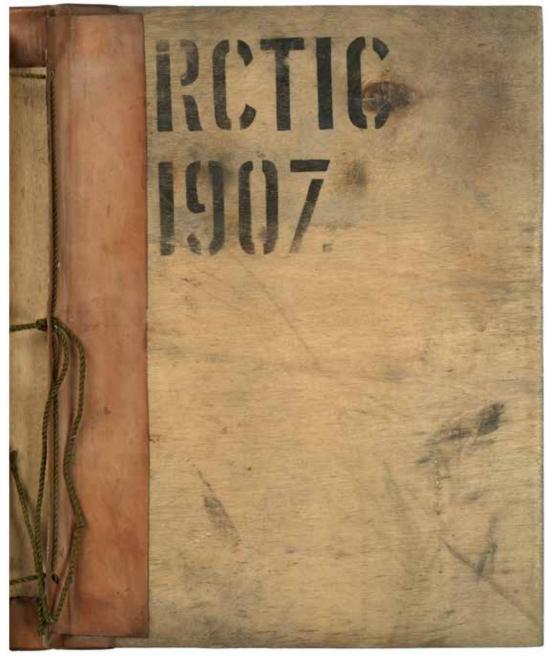


Shackleton had earlier been the editor of the South Polar Times, published in England to commemorate Scott's first expedition of 1901-1904. The success of this led to his shipping a press, type and paper with his Nimrod Expedition of 1907-1909. To keep his men occupied during the dark winter months in the Cape Royds hut, Shackleton asked for written stories, poems, or humorous short essays from them. The best were to be published. The printing and publishing was co-ordinated by Ernest Joyce and Frank Wild, and George Marston provided illustrations; whether the want of binding materials was an oversight, or not, the problem was solved by Bernard Day, the electrician and mechanic, using boards from the crates in which the expedition's supplies were shipped, the stencilling often revealing the

contents as soup and the like. The ink was heated by candles, and much of the printing was done when the other men were sleeping to minimize vibration. Shackleton wrote the introduction and preface to the text, and contributions were made by 10 other members of the crew. Shackleton stated that 80 copies were brought back to England, and 79 are listed as confirmed listed in the ongoing census on the Antarctic Circle website.

Provenance

Henry J.L. Dunlop (1876-1931), Chief Engineer on the Nimrod; by descent to the present owner.



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[SHACKLETON (ERNEST HENRY, EDITOR)

Aurora Australis], dummy copy, 58 blank leaves with Abbey Mills watermark, loosely inserted ink sketch (see note), first and last leaves dust-soiled, green binding ties, original calf-backed wooden boards made from venesta packing crate by Bernard Day with stencilled letters "RATIONS" and "RCTIC / 1907" inside upper and lower covers respectively, spine blindstamped with the title and the Expedition's 'trademark' device (the placement of these differing from normal copies), extremities rubbed, 4to (260 x 190mm.), [East Antarctica, 1908]

£4,000 - 6,000 €4,800 - 7,200 A RELIC OF ANTARCTIC BOOK PRODUCTION. "This probably was a dummy or mock-up, possibly done up by Day to refine the binding process" (Robert B. Stephenson, census on www.antarctic-circle.org/, copy number 38). The portion of the spine attached to the boards is narrower than in a finished copy, the boards marginally shorter, the spine thicker, and the blindstamping differently aligned.

Loosely inserted in the volume is a charcoal and ink sketch on different paper, with partial blindstamp of the Royal Watercolour Society. The comic sketch depicts a Scotsman threatening an Englishman with a sword. The artist is unidentified.

Provenance

Henry J.L. Dunlop (1876-1931), Chief Engineer on the Nimrod, ownership inscription in pencil inside upper cover; by descent to the present owner.



177

SHACKLETON (ERNEST HENRY)

"Complimentary Dinner Given to Lieutenant Shackleton and the Scientists and Officers of the Antarctic Expedition of 1907", MENU SIGNED BY SHACKLETON, BERNARD DAY, WILLIAM ROBERTS, and 7 others, 4pp., upper cover printed in gilt with the "Antarctic Expedition S.Y. Nimrod 1907" emblem in blue. 12mo (113 x 88mm.). Christchurch, Freeman's Rooms, [19 December 1907]--Menu held for the "British Antarctic Expedition" dinner held at the Canterbury Club, Christchurch, SIGNED BY SHACKLETON, WILD, EDGEWORTH DAVID, and approximately 30 others, 4pp., oval photographic illustration of polar scenes on upper and lower cover, signatures on inside and lower pages, punch holes at fore-edge, 8vo (155 x 105mm.), 30 December 1907 (2)

£2,000 - 3,000 €2,400 - 3,600

Two menus given for members of the Nimrod expedition by the Canterbury establishment, each signed by Shackleton and other crew. At the first Shackleton was presented with a copper salver made from bolts taken from Nelson's ship Victory, and Bishop Julius gave his blessing at an event attended by some eighty local dignataries. The second was a private dinner given by Joseph Kinsey, previously Scott's New Zealand agent, two nights before they sailed.

Provenance

Henry J.L. Dunlop (1876-1931), Chief Engineer on the Nimrod; by descent to the present owner.

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AENEAS MACKINTOSH AND HENRY DUNLOP

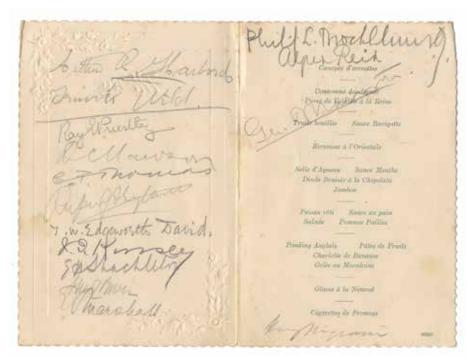
Extracts from the diary of Henry Dunlop, Chief Engineer of the Nimrod and from Aeneas Mackintosh's private diary written on the Nimrod Expedition, comprising Dunlop's typescript running from 1 January to 22 February 1908, opening when preparing for their departure and ending: "The night was a perfect one, behind us lay the grand Discovery, bathed in gold drawn from the setting sun. The Western Mountains watched over our departure in silence, just as they will watch our return, -- Aye, under what conditions?" and describing Macintosh's accident on 31 January when he lost his right eye ("Poor old Mack! How sick he must feel..."); a carbon copy headed "Copy of Diary of Journey from Cape Bird to Cape Royds" written on 3 January 1909, ending "Copied from Mackintosh's Private Diary, which was written partly on the march, and partly in the Hut, on his arrival", some sheets with the engraved heading of the 'British Antarctic Expedition 1907', ownership inscription "H.J.L. Dunlop" in pencil on upper covers, c.70 pages in all, dust-staining and spotting, in similar files with metal file-fastenings and card covers, 4to; with an autograph letter signed by Mackintosh to Dunlop ("My dear old 'Steam'"), written from Sydney when preparing to sail with Shackleton's Imperial Trans-Antarctic expedition [on which he was to lose his life], on expedition headed paper, 4 pages, 8vo, Sydney, 21 November 1914; and a group of contemporary news cuttings pertaining to the expedition and preparations for Scott's last expedition (small collection)

£1,000 - 1,500 €1,200 - 1,800

'IT WAS AT THIS POINT THAT WE GOT FARTHER SOUTH THAN ANY OTHER SHIP': Aeneas Mackintosh acted as second officer on Shackleton's Nimrod Expedition. Having being invalided to New Zealand after his accident he returned to the expedition in January 1909 in time to take part in the Cape Royds trip which, as he writes in his diary, was "A business that has been very near ending my life." The location of the original diary is unknown.

Provenance

Henry J.L. Dunlop (1876-1931), Chief Engineer on the Nimrod; by descent to the present owner.







SHACKLETON (ERNEST HENRY)

Menu held for the British Antarctic Expedition dinner held at the Canterbury Club, Christchurch, SIGNED BY SHACKLETON, WILD, MAWSON, PRIESTLEY, MARSTON, EDGEWORTH DAVID, ENGLAND, and 8 others, 4pp., oval photographic illustration of polar scenes on upper and lower cover, signatures on inside pages, 8vo, 30 December 1907

£1,000 - 1,500 €1.200 - 1.800

Provenance

Henry J.L. Dunlop (1876-1931), Chief Engineer on the Nimrod; by descent to the present owner.

180

SHACKLETON (ERNEST HENRY)

"Luncheon Menu. British Antarctic Expedition. United Service Hotel, Christchurch". SIGNED BY SHACKLETON AND EIGHTEEN OTHER MEMBERS OF THE BRITISH ANTARCTIC EXPEDITION, 4-page menu, the upper cover colour-printed with British flags, 26 March 1909--"Philosophical Institute of Canterbury, Complimentary Banquet to Lieut. E.H. Shackleton, M.V.C., the Shore Party and Offiers of the S.Y. Nimrod, on their return from Antarctica", SIGNED BY JOHN K. DAVIS (Nimrod's first officer), HENRY DUNLOP, and 24 other attendees, 4-page menu, the upper cover printed with map of the South Pole (showing position reached by "Discovery" and "Nimrod"), split at fold, 3 April 1909, 8vo (2)

£1,500 - 2,500 €1,800 - 3,000

Nimrod arrived at Lyttleton harbour on 25 March 1909 to a heroic welcome by the New Zealand public. The "luncheon" held at the United Service Hotel the following day appears to have been a relatively intimate one, our menu signed by Shackleton, all but 2 members of the Shore Party, and 3 of the ship's officers but none of the usual local dignataries, and was apparently unreported in the press. The banquet at the Philosophical Institute was a much more public affair, at which "a standing ovation was given to Shackleton and loud applause as he responded to the many toasts to the expedition. He said that 'They always felt dissatisfied with what might have been done...but on that plateau, with no 'grub' inside them...they were forced to turn back. There had been no gentle maidens to rest their heads upon!' This was a reference to a duet that had been sung earlier in the evening and was received with laughter" (The Press, 5/4/09, p.8).

Provenance

Henry J.L. Dunlop (1876-1931), Chief Engineer on the Nimrod, ownership inscription in pencil on front paste-down; by descent to the present owner.

181

SHACKLETON (ERNEST HENRY)

Autograph letter signed ("Ernest Shackleton") and letter signed ("EH Shackleton"), to Harry Dunlop, Chief Engineer of the Nimrod, the first inviting him to a lecture at St George's Hall, Liverpool, on the 28th [February], with the hope that they can "have a talk over some things", and complaining of the press of business ("...I have hardly seen my people at all and only wish I were away South out of this bustle and worry..."); the second saying that he is delighted he can attend and promising him an invitation to the dinner that is being given beforehand at the North Western Hotel ("...after the lecture we can have a yarn..."), 4 pages, printed headings, slight dust-staining, 8vo, Crown Chambers, Regent Street, "Saturday" and 25 February 1911

£1,500 - 2,000 €1.800 - 2.400

'I ONLY WISH I WERE AWAY SOUTH' - Shackleton complains of life at home to an old shipmate. His erstwhile colleague Scott was indeed "away South" at this time, and had just heard that Amundsen was going to make his attempt on the Pole.

Provenance

Henry J.L. Dunlop (1876-1931), Chief Engineer on the Nimrod; by descent to the present owner.

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[SHACKLETON (ERNEST HENRY)]

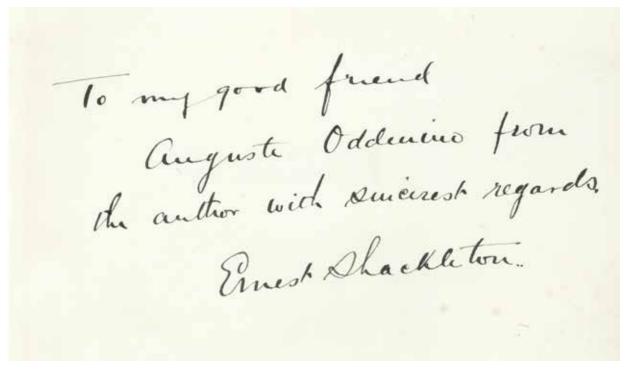
"South Polar Dinner given by John Howard Mcfadden. June 13. 1913" large-format menu card embellished with an original watercolour oval vignette by George Marston the Nimrod artist of a polar scene (man, sledge and tent against snow-covered mountains), large penguin and decoration, signed by the artist on the vignette, 284 x 194mm. (the oval vignette c.68 x 95mm.), Oddenino's Imperial Restaurant, 13 June 1913

£2,000 - 4,000 €2,400 - 4,800

CELEBRATORY MENU ILLUSTRATED BY GEORGE MARSTON. 'One wealthy friend was so far interested as to give an Antarctic dinner at a famous restaurant to all the available men who had been in the far South. The table was transformed into a picture of the Antarctic with artificial snow and real ice, where large models of the Nimrod and the Aurora were placed at the edge of an ice-barrier thickly peopled by penguins, and Marston, the Antarctic artist, painted special menu cards. It was a gay gathering, enlivened towards the close by songs from Harry Lauder; but, alas! the rich and kindly host did not pursue his hospitality to the point of providing transportation for his guests to revisit the haunts they longed for' (The Life of Sir Ernest Henry Shackleton, 1923, pp.191-2).

Provenance

Henry J.L. Dunlop (1876-1931), Chief Engineer on the Nimrod; by descent to the present owner.



183

SHACKLETON (ERNEST HENRY)

The Heart of the Antarctic. Being the Story of the British Antarctic Expedition 1907-1909, 3 vol. (including "The Antarctic Book Winter Quarters 1907-09"), FIRST EDITION, NUMBER 211 OF 300 COPIES WITH SIGNATURES OF ALL THE SHORE PARTY MEMBERS, ADDITIONALLY INSCRIBED BY SHACKLETON on front free endpaper of volume 1 "To my good friend/Auguste Oddenino from the author with sincerest regards. Ernest Shackleton", half-titles, photogravure frontispiece portraits, numerous plates (including 6 etched plates by George Marston, and 16 tipped-in colour after George Marston, others mostly photographic), one folding panorama and 3 folding lithographed maps in pocket at end of volume 3, illustrations and diagrams in the text, occasional light spotting, volumes one and 2 publisher's vellum, volume 3 publisher's vellum-backed boards, volumes one and 2 blocked in gilt with a design of two penguins on upper cover, all lettered in gilt on spines, t.e.g., spines soiled, a few light scratches to sides [Conrad p.148; Renard 1446; Rosove 305.A2, "one of the most handsome productions in the Antarctic canon"; Spence 1096; Taurus 57], 4to (270 x 220mm.), William Heinemann, 1909

£10,000 - 15,000 €12,000 - 18,000 PRESENTATION COPY FROM SHACKLETON OF THE DE LUXE EDITION of "the most luxurious publication ever to have appeared during the 'heroic age' of Antarctic exploration, recording the exploits of the one British expedition to have been crowned with popular success, and signed by all members of the shore party" (Taurus).

Provenance

Auguste Oddenino, presentation inscription from Shackleton on front free endpaper of volume 1. Oddenino was founder and manager of the 'Oddenino's Imperial Restaurant' in Regent Street. It was certainly the location of a dinner held by members of the '3rd South Polar Expedition' (i.e. the Shackleton-Rowett Expedition), attended by Shackleton on 21 June 1921.

BOWERS (HENRY ROBERTSON, 'BIRDIE')

Autograph letter signed ("Henry"), to his mother, written as the Northbrook reaches the Irrawaddy Delta, describing the vast numbers of ships in Rangoon harbour ("I have counted as many as 37 British India Steamers alone"), commenting on the fact that trade is dominated by British, German and Indian interests, and giving an account of the annual Signalman's exams, over which he is presiding with as much impartiality as possible ("They think that I am disloyal to my ship because I don't cheat in their favour"), 8 pages, on Royal Indian Marine stamped paper, 8vo "Northbrook", Rangoon River, 15 January 1909

£600 - 800 €720 - 960

'BIRDIE' ON THE ROAD TO MANDALAY. This letter gives glimpses of the strong selfless character which was to emerge in the Antarctic, and the deep-held religious beliefs which kept him going in impossible conditions; it was written by Bowers during one of the trips he undertook (on three different ships) sailing up and down the Irrawaddy, whilst he was serving with the Royal Indian Marine Service in Burma (his father had died in Rangoon). It was during training for this on board HMS Worcester that he had met Sir Clements Markham, who thought so highly of him that he convinced Scott to take him on the fateful Terra Nova expedition, without an interview and despite the fact that he had no previous polar experience.

One of the letters found in Scott's tent was addressed to Bowers' mother: "I write when we are very near the end of our journey, and I am finishing it in company with two gallant, noble gentlemen. One of these is your son. He had come to be one of my closest and soundest friends, and I appreciate his wonderful upright nature, his ability and energy. As the troubles have thickened his dauntless spirit ever shone brighter and he has remained cheerful, hopeful, and indomitable to the end."

185

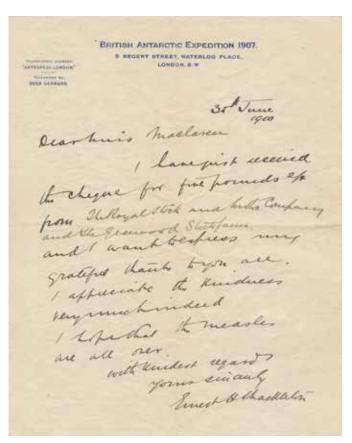
SHACKLETON (ERNEST HENRY)

Souvenir programme "Sir Ernest Shackleton to give his Popular Lecture entitled "Nearest the South Pole"" at the Music Hall, Chester, SIGNED TWICE BY SHACKLETON ("E.H. Shackleton") in ink on the map, once at the location of Farthest South and once in the lower margin 4 pages, first page printed in red and black with photographic portrait of Shackleton, 4to, Music Hall, Chester, 21 February 1910

£800 - 1,200 €960 - 1.400

A souvenir from Shackleton's extensive fundraising lecture tour following the British Antarctic Expedition of 1907-9, during which Shackleton reached 'Farthest South' and achieved the first ascent of Mount Erebus. The series of talks, accompanied by lantern slides, proved hugely popular with audiences. An account of a similar lecture in Edinburgh describes his charismatic style of delivery: "In the centre," he said, "you see the South Pole. Now you've seen as much as anybody else has ever seen." Hearty laughter greeted this opening, as he knew it would. He had an orator's gift for dramatic effect, and his humour was timed to perfection..." ('A born leader of men', article, RSGSexplorers.com).







186

SHACKLETON (ERNEST HENRY)

Autograph letter signed ("Ernest H. Shackleton") to Miss Florence Maclaren, President of the Royal Stock & Motor Company, Quebec, thanking her for the donation of five pounds and hoping that "the measles are all over", 1 page, on British Antarctic Expedition 1907 notepaper, 4to, London, 30 June 1910; with autograph BAE envelope and copy of the letter from Miss Winifred Maclaren in which she explains that they are only a children's company but, after hearing him lecture in April in Ottawa decided, with their rival company, to send him money "...to help you pay off your South Pole debt...when we heard you were returning to England, we decided to send you this much now...", going on to say that the Secretary Treasurer has the measles, 3 pages, 8vo, Buckingham, 8 June 1910

£600 - 800 €720 - 960

'TO HELP YOU PAY OFF YOUR SOUTH POLE DEBT': Following his return from the Nimrod expedition in 1909, Shackleton embarked on an ambitious series of fundraising lecture tours throughout Britain, Europe, America and Canada, covering some 20,000 miles, to help pay off the debts of the expedition and with an eve to raising money for the next. He was well received in Canada. Indeed, Thomas Shaughnessy, President of the Canadian Pacific Railway placed his private carriage at his disposal for eight days. As a speaker "He cut a commanding figure... Shackleton had mastered the art of soaring rhetoric, speaking freely without notes and engrossing audiences with his easy manner and clear delivery" (Michael Smith, Shackleton: By Endurance we Conquer, London, 2014) - something which clearly captured the imagination of the Misses Maclaren and their friends. See illustration on preceding page.

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ATKINSON (EDWARD LEICESTER)

Autograph letter signed ("your affectionate brother Leicester"), to his sister Merial, reporting from aboard ship that he was en route for Cape Crozier, having "lost two ponies and two dogs and a lot of deck cargo" due to a "very heavy blow" that the ship "got into the pack ice... and there we were at peace for over three weeks... we have had more pack ice than any previous Expedition", allowing the crew time to practice "which I hope will be useful for the Southern journey...", and announcing plans to stay on for duration of the Expedition so that he would not return to England until "the middle of 1913", 4 pages, on British Antarctic Expedition Terra Nova notepaper, 8vo, Ross Sea, 31 December 1910

£800 - 1,200 €960 - 1,400

"I AM WITH EVANS MEARES AND THE DOGS... WE ARE ALL VERY MERRY AND BRIGHT" - Atkinson's last letter home to his family, written on board Terra Nova en route from Dunedin to Cape Crozier. On 2 January, two days after the letter was written, Mount Erebus was spotted. Edward Atkinson, the expedition's surgeon, reports on the death of two ponies and two dogs and the erratic behaviour of the weather, ominous signs of tragedies ahead. It was Atkinson who led the search party which found and buried the bodies of Scott and his companions.



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PONTING (HERBERT GEORGE)

"Captain Oates and Siberian Ponies" on board Terra Nova, sepia toned carbon print, signed "H.G. Ponting" lower left, mounted, framed and glazed in original frame (label "J. Radcliffe, Cabinetmaker... Timaru" on verso), image to view 345 x 450mm., [1910]

£2,000 - 4,000 €2,400 - 4,800

Captain Lawrence Oates (1880-1912) standing in front of four Siberian ponies in stalls on board the Terra Nova during the voyage south. Fine Art Society Exhibition catalogue, no.5.

Provenance

"New Zealand & South Seas International Exhibition - 1925-1926, Dunedin", exhibition label on verso, giving title as "Capt. Oates and Siberian Ponies... Catalogue No. M237".

189

PONTING (HERBERT GEORGE)

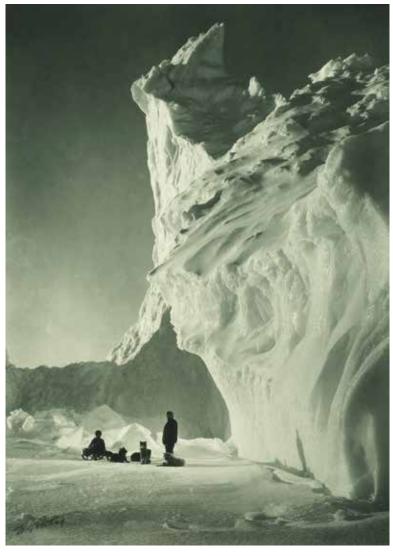
"The Terra Nova at the Ice Foot, Cape Evans", carbon print, signed "H.G. Ponting" lower left, mounted in original frame (label "J. Radcliffe, Cabinetmaker... Timaru" on verso), image to view 455 x 320mm., [1911]

£2,000 - 4,000 €2,400 - 4,800

The Terra Nova at the ice foot, as close to the hut as possible to enable Scott's team to unload stores. "There is a remarkable stillness about this image... It would have been relatively warm and at this time of year Ponting would have been able to use the time to take picturesque photographs. The gentle curve of the icicles mirrors the shape of the ship" (David Hempleman-Adams, The Heart of the Great Alone. Scott, Shackleton and Antarctic Photography, 2009). Fine Art Society Exhibition catalogue, no.27.

Provenance

"New Zealand & South Seas International Exhibition - 1925-1926, Dunedin", exhibition label on verso, giving title as "The Terra Nova at Ross Island... Catalogue No. M.254".



190

PONTING (HERBERT GEORGE)

"Dog Team Resting by an Iceberg", green toned carbon print, signed "H.G. Ponting" lower left, mounted, framed and glazed in original frame (label "J. Radcliffe, Cabinetmaker... Timaru" on verso), image to view 448 x 320mm., [1911]

£2,000 - 4,000 €2,400 - 4,800

Photographed in Spring 1911, a sledge team resting beneath the Barne Glacier, which slopes down from Mount Erebus towards the west coast of Ross Island. In *The Great White* Ponting noted his thoughts on facing the glacier, "The prospect that opened out was of arresting grandeur... It was not so much the austere beauty of the scene that so dominated me, as its utter desolation, and its intense and wholly indescribable loneliness. I stood awhile beneath the shivering stars, with every sense alert, striving to detect some sound; but the stillness about me was profound". Fine Art Society Exhibition catalogue, no.80.

Provenance

"New Zealand & South Seas International Exhibition - 1925-1926, Dunedin", exhibition label on verso, giving title as "A Dog Team resting by an Iceberg... Catalogue No. M.255".

191

PONTING (HERBERT GEORGE)

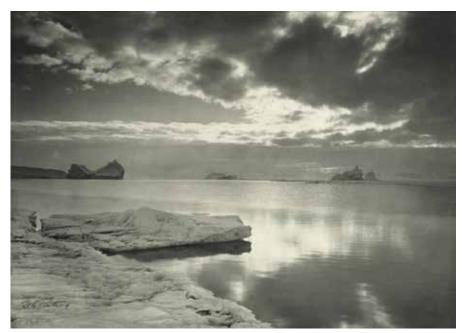
"Midnight in the Antarctic Summer", carbon print, signed "H.G. Ponting" lower left, mounted, framed and glazed in original frame (label "J. Radcliffe, Cabinetmaker... Timaru" on verso), image to view 320 x 450mm., [1910]

£2,000 - 4,000 €2,400 - 4,800

"This beautiful study was secured in the summer, after the break-up of the ice in McMurdo Sound. It was made at mid-night, by the light of the Midnight Sun, which in these regions is then nearly as high at 12 p.m. as at noon. A part of the ice-foot is seen, and in the distance, some stranded icebergs". Fine Art Society Exhibition catalogue, no.96.

Provenance

"New Zealand & South Seas International Exhibition - 1925-1926, Dunedin", exhibition label on verso, giving title as "Midnight in the Antarctic Summer... Catalogue No. M235".





192

PONTING (HERBERT GEORGE)

"The Southern Party", gelatin silver print on original mount, blindstamped H.G. Ponting, names of subjects inscribed in ink in lower margin, Fine Art Society label on verso, in contemporary oak frame, glazed, approximately 335 x 455mm., [1911, printed c.1924]

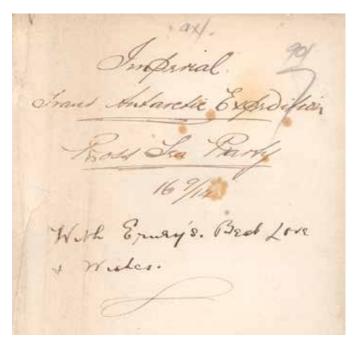
£2,000 - 3,000 €2,400 - 3,600

The Southern Party as photographed by Ponting before they left for the Great Ice Barrier in January 1911, to lay deposits of provisions for the Polar Party the next year. Fine Art Society Exhibition catalogue, no. 101.

Provenance

"Presented to Scott House of Penketh School by G.C. Simpson... Meteorologist to the Expedition. July 1924", engraved brass plaque on frame. Simpson (1878-1965) constructed one of the Antarctic continent's first weather stations, and held command at the base camp at Cape Evans when Scott and his party departed for the Pole in November 1911.





194

PRIESTLY (RAYMOND)

Photograph of Raymond Priestly, George Abbott and F.J. Hooper standing on top of Mount Erebus, during the British Antarctic Expedition, mounted on card, captioned in pencil on verso "Abbott, Hooper, Priestley on top of Mt. Erebus" above photographer studio stamp ("Mallet & Sons..., Tewkesbury"), original studio envelope with studio label on upper cover, image 285 x 235mm., [n.d.]

£400 - 600 €480 - 720

Striking image of geologist Raymond Priestly and companions Frank Hooper and George Abbott, standing on the summit of Mt. Erebus, after the second successful ascent of the mountain, undertaken in 1912. Whilst unattributed it is probable that the image was taken by Tryggve Gran, the other member of the party to reach the summit.

Provenance

Oswald Wardell-Yerburgh, Vicar of Tewkesbury, and (from 1904) Canon of Gloucester, pencil inscription on photography studio label pasted on envelope. Raymond Priestley was born and educated in Tewksbury, which presumably is the reason that the town's vicar commissioned this print from local Tewkesbury photography studio Mallet & Sons.

194

SHACKLETON (ERNEST HENRY)

The Heart of the Antarctic, being the Story of the British Antarctic Expedition 1907-1909, 2 vol., first trade edition, half-titles, frontispiece in volume 1, numerous plates, lacks frontispiece in volume 2 and the 3 maps, publisher's pictorial cloth gilt, spine and upper cover of volume 1 detached, worn [Rosove 305.B1; cf. Taurus 57], 4to, William Heinemann, 1909

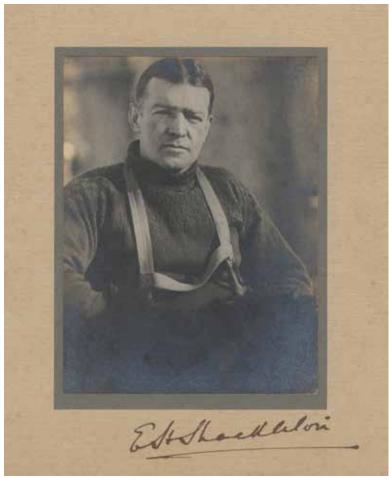
£1,500 - 2,000 €1,800 - 2,400

SHACKLETON'S HEART OF THE ANTARCTIC TAKEN ACROSS THE ICE BY THE ROSS SEA PARTY. Fine and poignant association item, linking Shackleton's two great Polar Expeditions, being a copy The Heart of the Antarctic, Shackleton's classic account of his British Antarctic Expedition ("Nimrod") of 1907-1909, taken on the Imperial Trans Antarctic Expedition ("Endurance") in 1914 by Ernest Mills Joyce, who had served on the Nimrod (and previously with Scott on Discovery), and was with the Ross Sea party.

Whilst Shackleton and his men in *Endurance* were trapped in the ice on the opposite side of the continent, the ten men of the Ross Sea party laboured to set depots to the Beardmore Glacier in anticipation of Shackleton's arrival from the Weddell Seas, an undertaking that according to Shackleton had called for "the greatest qualities of endurance, self-sacrifice, and patience... It is more than regrettable that after having gone through those many months of hardship and toil, Mackintosh and Hayward should have been lost. Spencer-Smith during those long days, dragged by his comrades on the sledge, suffering but never complaining, became an example to all men. Mackintosh and Havward owed their lives on that journey to the unremitting care and strenuous endeavours of Joyce, Wild, and Richards, who, also scurvy-stricken but fitter than their comrades, dragged them through the deep snow and blizzards" (South!, chapter 13, 1919). This copy is a testament to the hardships faced by the men.

Provenance

"Imperial Trans Antarctic Expedition. Ross Sea Party 16/9/14", inscription on front free endpaper of volume 1, above a gift inscription from Joyce to his wife "With Erney's Best Love & Wishes"; Beatrice Evelyne Mills Joyce, signed on titles, and with her maiden name (Miss Bee Curtlett) on half-title of volume 1.



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SHACKLETON (ERNEST HENRY)

Typed letter signed ("E.H. Shackleton"), to Charles E. Price, M.P., House of Commons, written in support of William Speirs Bruce's application for a government grant, and expressing his appreciation of Bruce's help and advice on deep-sea dredging and equipment ("regarding which matter he is a recognised authority... The holding up of these special Biological reports which are ready for press is extremely unfortunate in view of the forthcoming Antarctic Expeditions... I earnestly hope that the Government will contribute this further small sum to an object that redounds to the credit of the the country and the benefit of Science"), 2 pages on 2 sheets pinned together, on Imperial Trans-Antarctic Expedition headed note-paper, 4to, 19 March 1914

£800 - 1,200 €960 - 1,400

Shackleton expresses his admiration and support for William Speirs Bruce, who led the Scottish National Antarctic Expedition (1902-04), establishing the first permanent weather station in Antarctica and laying the foundation stone, it is now recognised, for modern climate change studies.

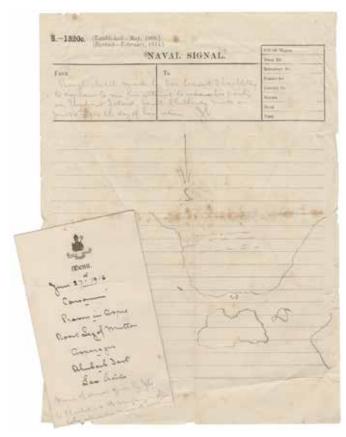
In 1906 Bruce founded the Scottish Oceanographical Laboratory, but his plans for a second Antarctic expedition failed to materialise due to a lack of public and financial support, and also perhaps to a long-running dispute with Sir Clements Markham. Despite this, he gave generous support and advice to Shackleton who in turn keenly supported Bruce's publication of the SNAE scientific reports, which took from 1907 to 1920 to complete.

SHACKLETON (ERNEST HENRY)

HURLEY (FRANK) Portrait of Shackleton, seated wearing his sledging harness, SIGNED BY THE SITTER ("E.H. Shackleton") beneath the image, gelatin silver print, mounted on card, image 135 x 102mm., [c.1916]

£3.000 - 4.000 €3,600 - 4,800

Fine portrait photograph, signed by the sitter, of Shackleton as leader of the Imperial Trans-Antarctic Expedition, taken by the Expedition's official photographer Frank Hurley probably in South America after the rescue in 1916.



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SHACKLETON (ERNEST HENRY)

Menu signed by Shackleton and Capitan de Corbeta Ruperto Elichiribehety, commander of Instituto de Pesca N° 1, the menu handwritten in black ink beneath printed crest and motto of the H.M.S. Glasgow, additional pencil note "Menu of dinner given by J.L. [Captain John Luce, commander of H.M.S. Glasgow] to Shackleton & the Uruguayan officer who ?assisted his rescue of crew", signed on the blank verso in pencil by Shackleton ("E.H. Shackleton") and Capitan de Corbeta Ruperto Elichiribehety ("R.L. Elichiribehety"), minor creasing at lower right corner, 134 x 84mm., [Port Stanley, Falkland Islands], June 27 1916--Sketch map of Elephant Island drawn in pencil by Shackleton whilst aboard H.M.S. Glasgow, on headed Naval Signal paper, explanatory pencil note added by Captain Luce: "Rough sketch made by Sir Ernest Shackleton to explain to me his attempt to retrieve his party on Elephant Island, South Shetlands, made on 25th June 1916 the day of his return J.L.", a few margin tears and fold marks, 280 x 200mm., [Port Stanley, Falkland Islands], 25 June 1916; and another associated item.

£2.500 - 3.000 €3,000 - 3,600 Following Shackleton's famous 800-mile journey in the James Caird to South Georgia, and the subsequent trek across the mountains, he was informed on reaching the Falklands that no suitable British vessel would be available to aid in the rescue of the remaining crew until October. "Then the British Minister in Montevideo telegraphed me regarding a trawler named Instituto de Pesca No. 1, belonging to the Uruquayan Government. She was a stout little vessel, and the Government had generously offered to equip her... We started south at once... [on] the third day we sighted the peaks of Elephant Island. Hope ran high; but our ancient enemy the pack was lying in wait, and within twenty miles of the island the trawler was stopped by an impenetrable barrier of ice... We made an attempt to push into the ice, but it was so heavy that the trawler was held up at once and began to grind in the small thick floes... there was no possibility of approaching [the island]... and I had to give the order to turn back. Northward we steamed again, with the engines knocking badly, and after encountering a new gale, made Port Stanley with the bunkers nearly empty and the engines almost broken down. H.M.S. Glasgow was in the port, and the British sailors gave us a hearty welcome as we steamed in" (Shackleton, South: The Endurance Expedition, Chapter 9).

Provenance

Captain John Luce (1870-1932), Captain of H.M.S. Glasgow (1912-1919) and British commander during the Battle of Coronel (1 November 1914) and the Battle of the Falkland Islands (8 December 1914); by descent to his son Admiral Sir John David Luce (1906-1971), submarine commander and the Chief Staff Officer to the Naval Forces for the Normandy landings; sent to Shackleton's son, Edward Arthur Alexander Shackleton (1911-1994).

Accompanying the lot is an autograph letter and envelope from Admiral Sir John David Luce ("David Luce") to Edward Shackleton ("Dear Eddie"), explaining that he has discovered the items among some old family photographs and that he thought he might like to have them ("...I think your father was living aboard the Glasgow as my father's guest. The menu is amazing as they were still dining pretty well after nearly two years of war...."), dated 20th December [1968].

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BYRD (RICHARD E.)

"Bear of Oakland's Return from Antarctica", gelatin silver print, extensively inscribed in ink, partially pasted onto mount, 215 x 165mm., Dunedin, New Zealand, 16 March 1935

£600 - 800 €720 - 960

Bear of Oakland was one of two ships used on the Second Byrd Antarctic Expedition, of 1933-35. The inscriptions on the present photograph are by A.L.G. McLellan, a New Zealander who joined the expedition at Wellington in December 1933 and who describes himself here as "one of the boys... a Cosmopolitan Scotsman", "in memoriam of the few, but happy hours spent at 'Dear Little America' [the base camp on the Ross Ice Shelf]; also my narrow escape from death." The nature of McLellan's near-miss is unknown.

END OF SALE

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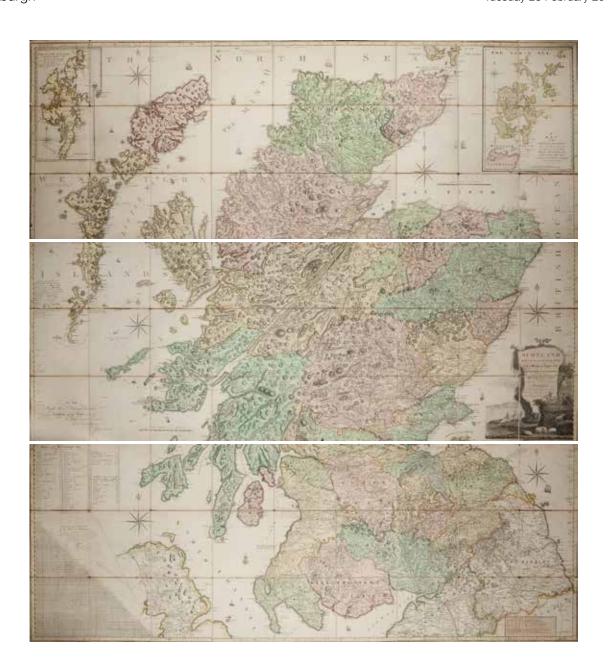
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THE SCOTTISH SALE

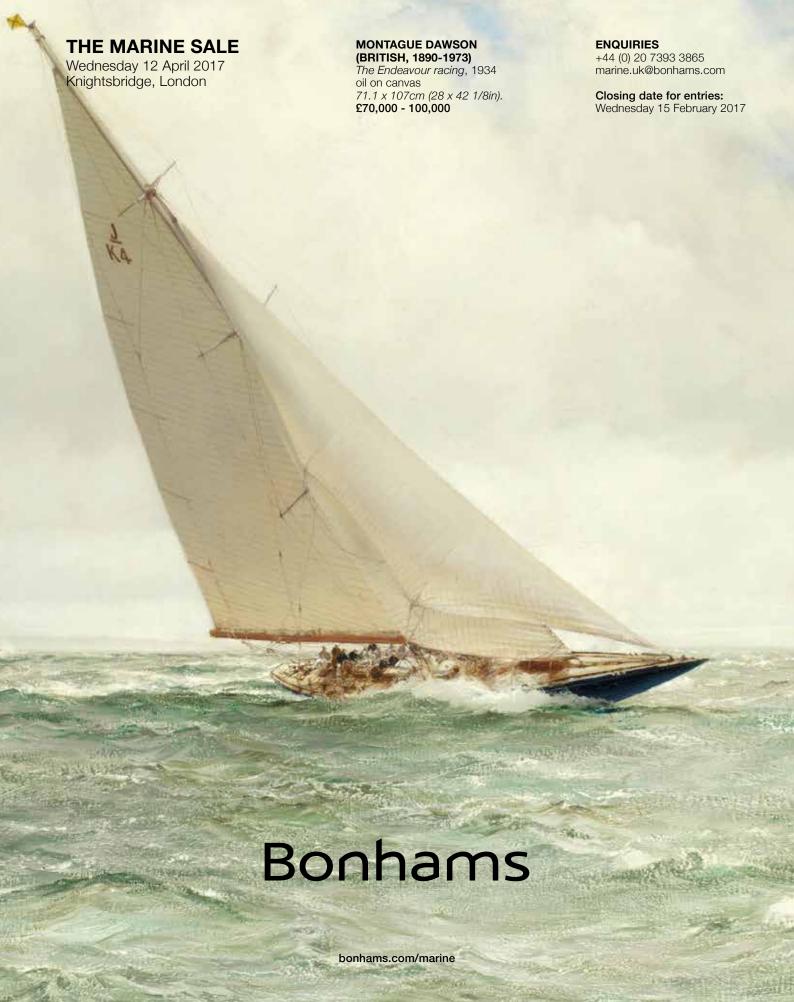
Scottish Books, Maps, Manuscripts and Historical Photographs Thursday 27 April 2017 Edinburgh ENQUIRIES 0131 240 0916 henry.baggott@bonhams.com

Closing date for Entries: Tuesday 28 February 2017



Bonhams





NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

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

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

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

 Hammer Price
 Percentage 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. VA

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:

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

Bank: National Westminster Bank Plc

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 '\$58' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked Lots require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

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

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

CB - Château bottled

DB - Domaine bottled

EstB – Estate bottled BB – Bordeaux bottled

BE - Belgian bottled

FB - French bottled

GB - German bottled

OB - Oporto bottled

UK - United Kingdom bottled

owc- original wooden case

iwc - individual wooden case

oc - original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Δ Wines lying in Bond.
- AR An Additional Premium will be payable to us by the Buyer to cover our Expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- O The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
- Bonhams owns the Lot either wholly or partially or may otherwise have an economic interest.
- This lot contains or is made of ivory. The United States Government has banned the import of ivory into the LISΔ
- •, †, *, G, Ω , α see clause 8, VAT, for details.

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

.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.
- 2.2 Except as provided in paragraph 2.1.5, the Seller does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by or on behalf of the Seller including by Bonhams. No such Description or Estimate is incorporated into this Contract for Sale.

FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

4.1 The Seller does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the Lot or its fitness for any purpose. The Seller will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the Lot or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

- 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.

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.

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

8 FAILURE TO PAY FOR THE LOT

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

THE SELLER'S LIABILITY

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

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

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

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

- 1.1 These terms govern the contract between Bonhams personally and the Buyer, being the person to whom a Lot has been knocked down by the Auctioneer.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the Notice to Bidders, printed in the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the Notice to Bidders the Contract for Sale of the Lot between you and the Seller is made on the fall of the Auctioneer's hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and Bonhams on the terms in this Buyer's Agreement.
- 1.4 We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless Bonhams sells the Lot as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1 we will, until the date and time specified in the *Notice*to *Bidders* or otherwise notified to you, store the *Lot*in accordance with paragraph 5;
- 1.5.2 subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller:
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 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

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.

PAYMENT

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

4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified, by 4.30pm on the seventh day after the Sale.
 - 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 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 Ω3 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

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the Lot is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the Seller):
- 7.1.1 to terminate this agreement immediately for your breach of contract:
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the Purchase Price) and/or damages for breach of contract:
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof:
- 7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other Expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

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

8

CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

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

9 FORGERIES

9.2.3

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

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

10 OUR LIABILITY

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

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

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

10.4 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or 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 ${\it Lot}$ and that invoice has been paid; and

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

- 12.1 You may not assign either the benefit or burden of this agreement.
- 12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
- 12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
- 12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to Bonhams marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the Contract Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 12.6 References in this agreement to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.

- 2.7 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 W15 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

- "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 Birdder or potential Bidder by Bonhams on behalf of the Seller
- "Conditions of Sale" the Notice to Bidders, Contract for Sale, Buyer's Agreement and Definitions and Glossary.
- "Consignment Fee" a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business.
- **"Consumer"** a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.
- "Contract Form" the Contract Form, or vehicle Entry form, as applicable, signed by or on behalf of the Seller listing the Lots to be offered for Sale by Bonhams.
- "Contract for Sale" the Sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue).
- "Contractual Description" the only Description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds.
- "Description" any statement or representation in any way descriptive of the Lot, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the Hammer Price).
- **"Entry"** a written statement in the *Catalogue* identifying the *Lot* and its *Lot* number which may contain a *Description* and illustration(s) relating to the *Lot*.
- "Estimate" a statement of our opinion of the range within which the hammer is likely to fall.
- "Expenses" charges and Expenses paid or payable by Bonhams in respect of the Lot including legal Expenses, banking charges and Expenses incurred as a result of an electronic transfer of money, charges and Expenses for loss and damage cover, insurance, Catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the Lot for Sale, storage charges, removal charges, removal charges or costs of collection from the Seller as the Seller's agents or from a defaulting Buyer, plus VAT if applicable
- "Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the Sale had a value materially less than it would have had if the Lot had not been such an imitation, and which is not stated to be such an imitation in any description of the Lot. A Lot will not be a Forgery by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the Lot, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the Lot as one conforming to the Description of the Lot.
- "Guarantee" the obligation undertaken personally by Bonhams to the Buyer in respect of any Forgery and, in the case of specialist Stamp Sales and/or specialist Book Sales, a Lot made up of a Stamp or Stamps or a Book or Books as set out in the Buyer's Agreement.
- "Hammer Price" the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer*.

- "Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.
- **"Loss and Damage Warranty Fee"** means the fee described in paragraph 8.2.3 of the Conditions of Business.
- "Lot" any item consigned to Bonhams with a view to its Sale at auction or by private treaty (and reference to any Lot will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for Sale as one Loti.
- "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.
- and in respect of the promotion of Sales of motor vehicles.

 "New Bond Street" means Bonhams' saleroom at 101 New Bond Street, London W1S 1SR.
- "Notional Charges" the amount of Commission and VAT which would have been payable if the Lot had been sold at the Notional Price.
- "Notional Fee" the sum on which the Consignment Fee payable to Bonhams by the Seller is based and which is calculated according to the formula set out in the Conditions of Business.
- "Notional Price" the latest in time of the average of the high and low *Estimates* given by us to you or stated in the *Catalogue* or, if no such *Estimates* have been given or stated, the *Reserve* applicable to the *Lot*.
- "Notice to Bidders" the notice printed at the back or front of our Catalogues.
- "Purchase Price" the aggregate of the Hammer Price and VAT on the Hammer Price (where applicable), the Buyer's Premium and VAT on the Buyer's Premium and any Expenses.
- "Reserve" the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).
- "Sale" the auction Sale at which a Lot is to be offered for Sale by Bonhams.
- "Sale Proceeds" the net amount due to the Seller from the Sale of a Lot, being the Hammer Price less the Commission, any VAT chargeable thereon, Expenses and any other amount due to us in whatever capacity and howsoever arising.
- "Seller" the person who offers the Lot for Sale named on the Contract Form. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the Contract Form acts as an agent for a principal (whether such agency is disclosed to Bonhams or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The Seller is also referred to in the Conditions of Business by the words "you" and "your".
- "Specialist Examination" a visual examination of a *Lot* by a specialist on the *Lot*.
- "Stamp" means a postage Stamp offered for Sale at a Specialist Stamp Sale.
- "Standard Examination" a visual examination of a Lot by a non-specialist member of Bonhams' staff.
- "Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the *Buyer's Agreement* (as appropriate).
- "Storage Contractor" means the company identified as such in the Catalogue.
- "Terrorism" means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.
- "Trust Account" the bank account of Bonhams into which all sums received in respect of the Purchase Price of any Lot will be paid, such account to be a distinct and separate account to Bonhams' normal business bank account. "VAT" value added tax at the prevailing rate at the date of the
- Sale in the United Kingdom.

 "Website" Bonhams Website at www.bonhams.com
- "Withdrawal Notice" the Seller's written notice to Bonhams revoking Bonhams' instructions to sell a Lot.
- "Without Reserve" where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

GLOSSARY

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

doer has a duty of care.

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

"Section 12 Implied terms about title, etc

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

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Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding) Please circle your bidding method above.

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			Sale title: Travel & Exploration	Sale date: 1 February 2017			
			Sale no. 23649	Sale venue: Knightsbridge			
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