







THE MARINE SALE

Wednesday 12 April 2017 at 2pm Knightsbridge, London

BONHAMS

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23966

CATALOGUE

£15

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

Please see back of catalogue for important notice to bidders

ILLUSTRATIONS

Front cover: Lot 85 Back cover: Lot 12 Inside front cover: Lot 49 Inside back cover: Lot 71 Opposite page: Lot 34 Opposite Sale Information: Lot 6 Before first page of lots: Lot 45 Before end paper: Lot 62 Index: Lot 65

IMPORTANT INFORMATION

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





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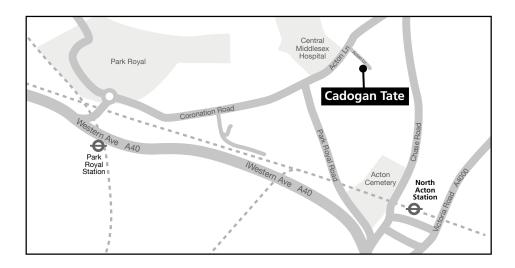
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SALE INFORMATION



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BUYERS COLLECTION & STORAGE AFTER SALE LOTS MARKED TP

All sold lots marked TP (Lots 13 & 14) will be removed to Cadogan Tate 241 Acton Lane, London, NW10 7NP from 9am on Thursday 13 April 2017.

COLLECTION

TP sold lots will be available for collection from Cadogan Tate from 9.30am Monday 18 April 2017 and then every working day between 9.30am and 4.30pm. To arrange a collection please email: collections@cadogantate.com or call +44 (0)800 988 6100.

All other sold lots will remain in the Collections room at Knightsbridge for a period of not less than 14 calendar days from the sale date 12 April 2017. Lots not collected by 5.30pmThursday 27 April 2017 will be returned to the Department storage charges may apply.

Please note that Bonhams and Cadogan Tate will be closed Friday 14 April and Monday 17 April 2017 for Easter Bank Holiday and will re-open 9am Tuesday 18 April 2017

STORAGE AND HANDLING CHARGES ON SOLD LOTS TRANSFERRED TO CADOGAN TATE

Storage

Storage will be free of charge for the first 14 calendar days from & including the sale date Wednesday 12 April 21017. Charges will apply from 9am Thursday 27 April 2017.

Storage Charges

Pictures & Small Objects: £2.85 per day + VAT Furniture, Large Pictures & Large Objects: £5.70 per day + VAT (Please note that charges apply Every day including weekend & public holidays)

Handling

After the first 14 calendar days following the sale, the following handling charges apply: £21.00+VAT per lot for Pictures & Small Objects £42.00 +VAT per lot for Furniture, Large Pictures & Large Objects

Loss and Damage

Extended Liability cover for the value of the Hammer Price will be charged at 0.6%. But capped at the total value of all other charges.

VAT

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

- † VAT 20% on hammer price and buyer's premium
- * VAT on imported items at a preferential rate of 5% on hammer price and the prevailing rate on buyer's premium

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

IMPORTANT NOTICE

A surcharge of 2% is applicable when using MasterCard & Visa credit cards and overseas debit cards

Payment

All charges due to Cadogan Tate must be paid by the time of collection from their warehouse.

Payment in Advance

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

Payment at time of collection by: cash, cheque with banker's card, credit, or debit card.







A 15 CARAT GOLD AND IVORY LAUNCHING AXE FOR THE IRISH FERRY S.S. ULSTER, WALTER & JOHN BARNARD, DATED **LONDON 1895,**

with fluted ivory shaft, gold terminal inscribed "ULSTER" / launched at / BIRKENHEAD / 27th June 1896, 8in (20cm) long

£600 - 800 €700 - 930 US\$730 - 980

The passenger ship, Ulster, built by Laird Bros. in Birkenhead, was launched by the Duchess of Abercorn on 27th July, 1896. Registered at 2632 tons, Ulster replaced an earlier ship of the same name for the City of Dublin Steam Packet Co. She was withdrawn from service in 1920 and broken up in 1924.

2

A COMMEMORATIVE ENGRAVED 'SUNDERLAND BRIDGE' **RUMMER, ENGLISH, CIRCA 1820,**

the glass engraved with a ship under the Sunderland Bridge on one side, and a swag of flowers and monogrammed JG on the other side, supported on a circular foot, 5 1/2 in (13cm) high

£500 - 800 €580 - 930 US\$610 - 980

The 1796 Sunderland Road Bridge was considered to be a major engineering achievement of the era. Sunderland also had a ship building heritage and was known as the biggest ship building town in the world. Some 50,000 people attended the opening of the bridge on 9th August 1796, an opportunity for commemorative wears for enterprising glass makers.



2





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A WHALE IVORY SAILOR'S SCRIMSHAW SEAM RUBBER OR SAIL MAKER'S LINER, PROBABLY ENGLISH, MID-19TH

the twisted shaft with baleen inlay, the rubber carved with a skull and cross-bones, a set-square and divider masonic symbol, and monogrammed ANP, terminating with an all-seeing-eye inset with a Paua iris on the handle, 5 in (12cm) long

£400 - 600 €460 - 700 US\$490 - 730

₄ Υ Φ

THREE CARVED WHALE'S TEETH CANE HANDLES, MID-19TH CENTURY,

comprising; a parrot's head with carved feathered details, a man's fist holding a snake, and a lady's fist holding a baleen stick with unique dotwork on her index finger, largest 3 3/4 in (9.5cm) high (3)

£700 - 1,000 €810 - 1,200 US\$860 - 1,200



5 ҮФ

AN IVORY PANEL WITH A PAINTED SCENE OF CANTON, CIRCA

the panel oil painted on one side depicting various ships including a paddle steamer in front of the Swedish, Danish, American, British and Dutch factories in Canton, with an intricate green and gold swirling design with butterflies at either end of the panel, 3 ½ x 17 ½in (8.5 x 44cm)

£600 - 900 €700 - 1,000 US\$730 - 1,100

6

A SMALL FEMALE MERCHANT SHIP'S FIGUREHEAD, WELSH, THIRD QUARTER OF THE NINETEENTH CENTURY,

the pine figure carved in the form of a young woman, with long hair, wearing a close fitting dress and bodice held with a small broach together with puff ball shoulders, indicative of the period, sitting on a scrolled base, 25 x 13 x 12in (64 x 33 x 30.5cm)

£3,000 - 4,000 €3,500 - 4,600 US\$3,700 - 4,900

It has been suggested that this figurehead is likely to have originated from one of the small costal vessels working in the harbor at Llanelly in South Wales throughout the nineteenth century.















A WHALEBONE SCRIMSHAW STAY-BUSK, PROBABLY **ENGLISH, MID-19TH CENTURY,**

the long flat whalebone rib busk carved with two whaling scenes with men in boats, either side of a central panel depicting a woman mourning at ship at sea, with stars at each end. Given as a token of love to a lady to wear inside her corset, 14 in (36cm) long

£600 - 900 €700 - 1,000 US\$730 - 1,100

A SET OF FOUR EARLY 19TH CENTURY WAX RELIEF BUSTS OF **NAVAL FIGURES,**

profiles include; Admiral Duncan, Admiral Nelson, Lord Howe, and Admiral St. Vincent, all with hair en queue, wearing Naval uniform, blue coats with gold frogging and epaulettes, each in black wooden frames, 6 x 5in (15 x 13cm) (4)

£800 - 1,200 €930 - 1,400 US\$980 - 1,500



9 Ү Ф

A SCRIMSHAW, BONE, AND BALEEN FISH JAGGING WHEEL OR PIE CRIMPER, MID-19TH CENTURY,

the ivory Scrimshaw tooth in the form of a fish, carved with scales, eyes, and fins, terminating in a spinning bone corregated wheel on one part of the tail and a sharp point on the other, 5 in (13cm) long

£700 - 1,000 €810 - 1,200 US\$860 - 1,200

A PRISONER-OF-WAR BONE SPINNING JENNY, FRENCH, **EARLY 19TH CENTURY,**

with articulated head and arms and moving wheels in the base, on wooden base and accompanied by glasse dome, 5in (13cm) high

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





11

A WATERLINE MODEL OF BARKENTINE, ENGLISH, LATE 19TH CENTURY,

three masted model with card sails and flying the American flag, wooden hull painted olive green and black, in glazed mahogany case, 22 in (56cm) wide

£600 - 800 €700 - 930 US\$730 - 980 12

A PRISONER OF WAR BONE MODEL OF A 80-GUN SHIP-OF-THE-LINE, FRENCH, EARLY 19TH CENTURY,

the three masted vessel with standing and running rigging, horseshoe shaped stern with galleries and long boat on davets, quarter galleries, baleen strakes and deck details including skylight, belaying rails, gratings, ship's bell, stove pipe and capston, on later stand 20 x 28 in (51 x 57cm)

£8,000 - 12,000 €9,300 - 14,000 US\$9,800 - 15,000





13 ^{TP}

A SHIP-BUILDER'S HALF-BLOCK MODEL OF THE FREIGHTER SS ELTERWATER, ENGLISH, DATED 1907,

ivorine plaque engraved SS Elterwater built by the Blythe Ship Building Company Ltd, Bythe Northumberland...1907, the wooden hull painted cream and black with gilt brass fittings including screw, helm, davets, companion rails and handrails, telegraph winches and anchor, in mirror backed glazed mahogany case, 58 in (148cm) long

£1,800 - 2,500 €2,100 - 2,900 US\$2,200 - 3,100 14 TP

A SHIP BUILDER'S HALF-BLOCK MODEL OF THE SS GANGES, **BRITISH, CIRCA 1900,**

with ivorine plaque detailing the dimensions and builder Charles Connell & Co Ltd, Glasgow, the painted wooden hull with brass screw, deck details including double helm, winches, skylights, lifeboats on davets, raised bridge and ventilators, in mirror backed glazed mahogany case, 108 in (275cm) long

£3,000 - 5,000 €3,500 - 5,800 US\$3,700 - 6,100

SS Ganges built in 1901 by Charles Connell for Messrs James Nourse London SS Ganges was the third Nourse Line ship to be named Ganges. The first Ganges was built in 1861 and wrecked in 1881. The second Ganges was built in 1885 and sold to Norway in 1904. SS Ganges was a 3,475 ton steam ship, built by Charles Connell & Company of Glasgow and launched on the 9 March 1906. This ship made seven trips carrying Indian indentured labourers from Calcutta and Madras to Fiji, ten trips to Trinidad and also trips to Surinam.





PETRUS WEYTS (FLEMISH, 1799-1855)

Amelia of Dundee signed and inscribed 'P: WEYTS. ANTWERP' (lower right) and also inscribed and dated 'AMELIA OF DUNDEE. ROBERT. LAW. MASTER. 1840.' (lower centre) reverse oil on glass 52.7 x 69.2cm (20 3/4 x 27 1/4in).

£3,000 - 5,000 €3,500 - 5,800 US\$3,700 - 6,100

The snow Amelia was built in Dundee in 1835. Registered at 244 tons and owned by J Bell of Dundee she traded to South America under Captain Law.

Petrus Weyts lived and worked in Antwerp, and was renowned for his portraits of ships on glass. Both his brother and his son worked in his workshop, specialising in this skill, gaining great popularity amongst traders in the busy port of Antwerp. Upon the death of his son in 1875, the practice of glass painting would disappear from the city.

PETRUS WEYTS (FLEMISH, 1799-1855)

Lady Sale of Dundee signed and inscribed 'P. WEYTS, ANTWERP.' (lower right) and further inscribed and dated LADYSALÉ OF DUNDEE. ROBERT LAW. MASTER PASSING FLUSHING. 1847.' (lower centre)

reverse oil on glass 54 x 71.4cm (21 1/4 x 28 1/8in).

£3,000 - 5,000 €3,500 - 5,800 US\$3,700 - 6,100

The snow Lady Sale was built in Dundee in 1843 and owned by T Erskine. Registered at 202 tons, she was intended to trade from Dundee to Havana but when Captain Law took her over in 1846, she also sailed out of Liverpool to Rio de Janeiro as well as ports nearer to home. The vessel was named in honour of Lady Florentina Sale, the redoubtable wife of Colonel Sir Robert Sale, G.C.B., the 'hero' of Kabul in 1842, who having survived capture in Afghanistan, published her memoirs to public acclaim in



17

WILLIAM LIONEL WYLLIE (BRITISH, 1851-1931)

The White Star liner Teutonic getting underway from the company's pier at Liverpool, outward bound for New York signed 'WL Wyllie' (lower right) watercolour 87 x 149.2cm (34 1/4 x 58 3/4in).

£6,000 - 8,000 €6,900 - 9,300 US\$7,300 - 9,800

Designed as a record-breaker as well as an armed merchant cruiser (for use in time of war), Teutonic was one of the White Star line's most successful ships of the late nineteenth century. Built by Harland & Wolff at Belfast - as were all White Star ships - she was laid down in March 1887 and launched in January 1889. Her design, by the Hon. Alexander Carlisle, H. & W.'s chief designer, required Admiralty approval where it was received with such enthusiasm that it was declared to be "the finest ever put forward". Fitted with twin screws, she could make over 20 knots at speed and was the first North Atlantic liner to enter service without any sails whatsoever. Registered at 9,984 tons gross, she measured 582 feet in length with a 58 foot beam, and had accommodation for 300 1st, 190 2nd and 1,000 3rd class passengers.

Completed in July 1889, she cleared Liverpool on 7th August on her maiden voyage to New York, via Queenstown, and proved an instant success with travellers. In August 1891, she took the westbound record with a crossing in 5 days, 19 hours and 5 minutes which, soon reduced by a further 3 hours, she held for a year. In June 1897 and in her guise as an AMC, she took part in the great Fleet Review at Spithead to mark Queen Victoria's Diamond Jubilee where she hosted White Star's guests observing the spectacle.

Briefly chartered as a government troop transport in 1900, during the Boer War, she was largely rebuilt in 1911 after which she was transferred to Montreal sailings out of Southampton. Put to work as an AMC soon after War was declared in 1914, her wartime career was varied and sometimes exciting, and she survived hostilities only to be scrapped in 1921.

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





CHARLES EDWARD DIXON (BRITISH, 1872-1934)

'Above Gravesend' signed, titled and dated 'Above Gravesend/ Charles Dixon/04' (lower right) watercolour heightened with white 27 x 77cm (10 5/8 x 30 5/16in).

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

FRANK WILLIAM SCARBROUGH (BRITISH, 1860-1939)

'Limehouse, London'; and 'Off Rotherhithe, Pool of London', a pair both signed 'F.W. SCARBROUGH' (lower right) and titled (lower left) watercolour heightened with white each 24.1 x 17.2cm (9 1/2 x 6 3/4in). (2)

£1,200 - 1,800 €1,400 - 2,100 US\$1,500 - 2,200





21

20

ALMA CLAUDE BURLTON CULL (BRITISH, 1880-1931)

H.M. Yacht Victoria and Albert signed and dated 'A.B.Cull/1926' (lower left) watercolour 22.3 x 40.6cm (8 3/4 x 16in).

£1,500 - 2,000 €1,700 - 2,300 US\$1,800 - 2,400

Provenance

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

Hamilton was the son of Admiral Sir Frederick Tower Hamilton (1856-1917) and grandson of Admiral of the Fleet Sir Henry Keppel (1809-1904). He served on the Royal Yacht Victoria and Albert from 1925-26.

CHARLES EDWARD DIXON (BRITISH, 1872-1934)

'In Mid Atlantic' signed, inscribed and dated 'In Mid Atlantic/Charles Dixon/1921' (lower left) watercolour heightened with bodycolour 43.8 x 76.8cm (17 1/4 x 30 1/4in).

£1,200 - 1,800 €1,400 - 2,100 US\$1,500 - 2,200







22 †

PIERRE JUSTIN OUVRIÉ (FRENCH, 1806-1879)

View of Blackfriars Bridge with St Pauls in the distance signed and dated 'Justin Ouvrie.1851' (lower left) oil on canvas 38.1 x 63.2cm (15 x 24 7/8in).

£2,500 - 3,500 €2,900 - 4,100 US\$3,100 - 4,300

Provenance

E. Stacy-Marks Ltd., Eastbourne. Property of an important public limited company

JAMES WEBB (BRITISH, 1825-1895)

A fishing boat coming into port signed and dated 'James Webb/83' (lower right) oil on canvas 50.8 x 76.2cm (20 x 30in).

£800 - 1,200 €930 - 1,400 US\$980 - 1,500

24 †

CORNELIS CHRISTIAAN DOMMELSHUIZEN (DUTCH, 1842-

The Thames at Greenwich signed and dated 'Chr. Dommelshuizen 1899' (lower right) oil on canvas 77.5 x 129.5cm (30 1/2 x 51in).

£4,000 - 6,000 €4,600 - 6,900 US\$4,900 - 7,300

Provenance

Property of an important public limited company





26

WILLIAM BARNETT SPENCER (BRITISH, BORN CIRCA 1810-DIED CIRCA 1884)

The Achilles off Dover signed 'W. B. SPENCER' (lower right) oil on canvas 48.2 x 78.7cm (19 x 31in).

£1,500 - 2,000 €1,700 - 2,300 US\$1,800 - 2,400

JOHN IRONMONGER HARVEY (BRITISH, 19TH CENTURY)

The Eagle and other vessels off a coast signed and dated 'I I HARVEY/1857' (lower right) oil on canvas 51.5 x 76.8cm (20 1/4 x 30 1/4in).

£800 - 1,200 €930 - 1,400 US\$980 - 1,500





28

JOHN MOORE OF IPSWICH (BRITISH, 1820-1902)

Fishing vessels off the coast signed and dated 'J Moore/1885' (lower left) oil on canvas 35.5 x 50.8cm (14 x 20in).

£1,500 - 2,000 €1,700 - 2,300 US\$1,800 - 2,400 28

JAMES EDWIN MEADOWS (BRITISH, 1828-1888)

Shipping off a coast signed and dated 'JasE/Meadows.1865.' (lower left) oil on canvas 45.7 x 81.3cm (18 x 32in).

£1,200 - 1,800 €1,400 - 2,100 US\$1,500 - 2,200



FOLLOWER OF WILLIAM LIONEL WYLLIE (BRITISH, 1851-1931)

The 'Peace Review' held at Spithead on 23rd April 1856 to celebrate the ending of the Crimean War oil on canvas 51.1 x 96.5cm (20 1/8 x 38in).

£3,000 - 5,000 €3,500 - 5,800 US\$3,700 - 6,100



 $30^{\,\mathrm{AR}}$

LOUIS DODD (BRITISH, 1943-2006)

A view of the Hong Kong roads showing Dragon Boats racing and the Tea Clipper Black Prince, 1869 signed 'Louis Dodd' (lower right) oil on panel 61 x 106.7cm (24 x 42in).

£8,000 - 12,000 €9,300 - 14,000 US\$9,800 - 15,000

Provenance

The artist's collection and thence by descent to the present owner.

Along with Taeping, Eliza Shaw and Yang-tze, Black Prince was one of the first tea clippers built of composite construction (wooden planking over iron frames). Designed by William Rennie and launched at Aberdeen in 1863, Black Prince had a successful career as a clipper, although she was never a record breaker. Whilst capable of great speed, she was 'handicapped by a very careful captain [Inglis] who should never have had command of a tea clipper.'* On the 5th August 1882, bound from Manila to London, Black Prince was wrecked on Arendo Reef and lost in the Java sea.

*B. Lubbock, The China Clippers, Glasgow, 1914, p.207





32

JOHN HENRY MOHRMANN (BELGIAN, 1857-1916)

The Parchim off the coast signed and dated 'J. H. Mohrmann/1907' (lower right) oil on canvas 60.3 x 101cm (23 3/4 x 39 3/4in).

£1,500 - 2,000 €1,700 - 2,300 US\$1,800 - 2,400

JOHN HENRY MOHRMANN (BELGIAN, 1857-1916)

A three-masted barque in choppy waters signed and dated 'J. H. Mohrmann/1898' (lower right) oil on canvas 60.4 x 100.4cm (23 3/4 x 39 1/2in).

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



33

HENRY LOOS (BELGIAN, ACTIVE 1870-1894)

The Manitoba off the coast signed, inscribed and dated 'H. Loos. Antwerp 1872' (lower right) oil on canvas 52.4 x 77.2cm (20 5/8 x 30 3/8in).

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

34 AR

MONTAGUE DAWSON (BRITISH, 1890-1973)

The beautiful Melbourne clipper Oberon running for home before the signed 'MONTAGUE.DAWSON.' (lower left) oil on canvas 61 x 91.5cm (24 x 36in).

£30,000 - 50,000 €35,000 - 58,000 US\$37,000 - 61,000

With Frost & Reed, London, stock no. 13455 (acquired directly from the artist on 28 April 1952 with the description 'Spreading Wings' - the Clipper Oberon).

Private collection, UK.

Designed as a steam clipper so as to embrace the newest technology of the age, Oberon was ordered by the firm of Shaw & Maxton, the London-based owners of the celebrated tea clippers Ariel and Titania. Built by A. & J. Inglis at Glasgow, she was of composite construction (i.e. wooden planking on iron frames) and measured 241 feet in length with a 36 foot beam. Launched in May 1869 and registered at 1,194 tons, she was heavily rigged but, rather surprisingly, fitted with an utterly inadequate 120hp. auxiliary engine, with the result that she proved a costly disaster upon entering service and was nowhere near as fast as her design had anticipated. When under steam on her maiden voyage, the best her commander, Captain Keay, could get out of her was a paltry seven knots despite consuming a prodigious and expensive seven tons of coal a day.

Realising their error after an equally hapless second voyage, her owners returned the clearly unsatisfactory hybrid to her builders who, after ripping out the ineffectual engine, completely remodelled her sail plan and refitted her as a pure sailing vessel whereupon she embarked on a hugely successful career in the Australian wool trade. This route was the one to which most of the redundant tea clippers had turned when the valuable tea trade inevitably succumbed to steamships, and Oberon proved herself one of the swiftest thoroughbreds in the socalled 'Wool Fleet'. Her best-ever passage was Melbourne to London in 77 days when, after leaving Australian waters on 15th November 1874, she docked in London on 31st January 1875 having made by a handsome margin - the fastest time of the season. Changing owners several times later in her life, she was eventually sold to an Italian concern in 1894 which renamed her Prospero Repetto, a more ambitious but far less attractive name than the one which had made her famous. Thereafter sailing out of Genoa, she finally disappears from record around 1905, presumably scrapped.

This portrait of *Oberon*, probably the smaller of the two listed by L. G. G. Ramsey in his revised (1970) edition of Montague Dawson, RSMA, FRSA (see p.43, no. 174), shows her under almost full sail but also sporting her studdingsails [stun'sls] so as not to miss even a single breath of wind. Another similar view of Oberon with her stun'sls set is illustrated in Ron Ranson's The Maritime Paintings of Montague Dawson, publ. 1993, p. 90.

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







36

JOHN WILSON CARMICHAEL (BRITISH, 1799-1868)

A '74' of the Royal Navy beating along the coast in a stiff breeze, the flags at her main masthead signalling "Adieu" to the many smaller vessels nearby

signed and dated 'J.W.Carmichael/1862' (lower right) oil on canvas

37.5 x 65.4cm (14 3/4 x 25 3/4in).

£2,000 - 3,000 €2,300 - 3,500 US\$2,400 - 3,700

JAMES WEBB (BRITISH, 1825-1895)

Bass Rock

signed with strengthened signature 'James Webb' (lower left) oil on canvas 20.3 x 40.7cm (8 x 16in).

£700 - 1,000 €810 - 1,200 US\$860 - 1,200



37 [†] JAMES WEBB (BRITISH, 1825-1895)

Fisherfolk on a pier oil on canvas 86.3 x 152.4cm (34 x 60in).

£4,000 - 6,000 €4,600 - 6,900 US\$4,900 - 7,300

Provenance

Property of an important public limited company





WILLIAM EDWARD WEBB (BRITISH, 1862-1903)

A busy harbour scene signed 'W. WEBB' (lower right) oil on canvas 55.9 x 96.8cm (22 x 38 1/8in).

£3,000 - 5,000 €3,500 - 5,800 US\$3,700 - 6,100

WILLIAM EDWARD WEBB (BRITISH, 1862-1903)

Shipping in a harbour signed 'W. WEBB' (lower right) oil on canvas 40.6 x 50.8cm (16 x 20in).

£800 - 1,200 €930 - 1,400 US\$980 - 1,500



40

CHARLES NAPIER HEMY, RA RWS (BRITISH, 1841-1917)

'When Storms are O're' -"Calm Sleeps the Sea when storms are o'er With bosom silent and serene, And but the Wreck upon the shore, Reveals that storms have been" signed with monogram and dated '1864' (lower right); also signed, inscribed with title and artist's address, and dated (verso) oil on canvas 43.5 x 69cm (17 1/8 x 27 1/8in).

£2,000 - 3,000 €2,300 - 3,500 US\$2,400 - 3,700

This is a rare early example of one of Britain's foremost Victorian marine painters and Royal Academicians, Charles Napier Hemy. It was painted in 35 West Street, Gateshead where Hemy's father had moved in 1863. It was whilst in Gateshead that Hemy began his artistic career in earnest. Prior to that in 1855 he entered Ushaw College, near Durham and studied to be a Roman Catholic priest which he abandoned after a year and went to sea instead working as a hand on board sailing ships travelling to destinations such as Malta and Falmouth. Although he loved the adventurous life at sea, he had no aptitude for it and was sent home ill from his last voyage in December 1859. He returned to studying to be a priest and joined the Dominican Monastery at Lyons in 1861. But by 1862 at the age of 21 he realised his true calling was to be an artist.

Hemy described his early marine paintings such as this one as being purely commercial and produced for dealers. They were based on his own experience of being at sea but this particular one of a wrecked naval battle ship seems to have been of a wreck that he saw and drew as there is a watercolour study for it in the Laing Art Gallery (TWCMS:G17 045) and is illustrated in Master of the Sea: Charles Napier Hemy RA, RWS, Margaret Powell p.8. Plate 4.

Hemy was fascinated by wrecks and wrote a short story called 'The Wreck' in 1856 when he was just 15 years old.

The style of this painting was influenced by Hemy's teacher William Bell Scott (1811 - 1890) who was head of the Government School of Design in Newcastle where Hemy attended from 1852 – 1855. Scott was strongly influenced by the Pre-Raphaelites and Realism.

The poem 'When Storms are O're', inscribed on the back of the canvas was something that Hemy did with other works at this time. He quotes a poem by Fletcher on the reverse of 'Ruin of a Northumbrian Keep' also painted in 1864.

We are grateful to Catherine Wallace for her assistance in cataloguing this lot.



FREDERICK CALVERT (BRITISH, C.1785 - 1844)

A busy coastal scene signed 'F Calvert' (lower left) oil on canvas 46 x 61.6cm (18 1/8 x 24 1/4in).

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





43

42 **GEORGE WEBSTER (BRITISH, ACTIVE 1797-1832)**

The shipwreck signed 'G. Webster' oil on canvas 43.2 x 53.3cm (17 x 21in).

£1,200 - 1,800 €1,400 - 2,100 US\$1,500 - 2,200

FOLLOWER OF ROBERT SALMON (BRITISH, 1775-1845)

Shipping off the Isle of White oil on panel 22.8 x 34.6cm (9 x 13 5/8in).

£800 - 1,200 €930 - 1,400 US\$980 - 1,500



44

THOMAS WHITCOMBE (BRITISH, CIRCA 1752-1824)

A flagship of the Blue Squadron, with the Vice-Admiral aboard, astern of a large merchantman, both just past Dover signed and dated 'Tho Whitcombe 1807' (lower right) oil on canvas 91.4 x 152.4cm (36 x 60in).

£15,000 - 20,000 €17,000 - 23,000 US\$18,000 - 24,000

Provenance

L. H. Wilson Trust.

Anon. sale, Sotheby's, London, 31 March 1976, lot 31.



45

ATTRIBUTED TO NICHOLAS MATTHEW CONDY (BRITISH, 1818-

Ships-of-the-line from the 'Experimental Squadron' underway in light winds in Osborne Bay, 15th July 1845

bears a signature and indistinct date (lower right) and bears an inscription on partial label (attached to the frame verso) oil on canvas

48.2 x 76.2cm (19 x 30in).

£7,000 - 10,000 €8,100 - 12,000 US\$8,600 - 12,000

The so-called 'Experimental Squadrons' of the Royal Navy were sent to sea at various times in the 1830s and 1840s specifically to test new techniques of ship design, armament and building practices during a period of bitter conflict within the naval establishment as to whether or not some more modern methods should be adopted.

The final cruise of the sailing navy's era - before steam-powered warships were included - took place after a royal inspection and review of a newly-constituted 'Experimental Squadron' at Spithead by Queen Victoria on 21st June 1845. Such was the public interest on the day,

the Hampshire Advertiser estimated that "there could not have been fewer than 20,000 persons on the water" watching the spectacle from boats of every size, quite apart from the multitudes ashore. On 23rd June, the anchored ships of the squadron then gave an impressive demonstration of making and furling sail, although HMS Superb, a brand new 2nd rate of 80-guns, sailed fifteen miles out into open water where she was 'put through her paces' much to the delight of the Queen herself, in the royal yacht, and all those other spectators who had followed the ship in a large flotilla of small boats.

Three weeks later, on 15th July, the Queen returned to Spithead to witness the departure of the squadron for a much-heralded cruise to the Bay of Biscay, with calls at Plymouth and Cork. With the Queen being accompanied by Prince Albert, the dowager Queen Adelaide, the King & Queen of the Belgians and numerous other royal or princely guests, vast crowds once again gathered both ashore and afloat, and the event was declared to be an even greater success than the two pageants the previous month. After leaving Spithead, the 'Experimental Squadron' headed into Osborne Bay and thence set a course around the eastern tip of the Isle of Wight and into the Channel.

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





THOMAS BUTTERSWORTH (BRITISH, 1768-1828)

A Royal Navy brig in a close action with a French armed lugger off a rocky coast during the Napoleonic Wars signed 'T Buttersworth' (lower left) oil on canvas 35.5 x 45.7cm (14 x 18in).

£2,000 - 3,000 €2,300 - 3,500 US\$2,400 - 3,700

CIRCLE OF THOMAS BUTTERSWORTH (BRITISH, 1768-1828)

Ships of the fleet at anchor in Spithead and saluting the arrival of a royal yacht, most probably the Royal George oil on panel 29.9 x 39.4cm (11 3/4 x 15 1/2in).

£1,500 - 2,000 €1,700 - 2,300 US\$1,800 - 2,400

The post-1801 Union flags, together with the rig and general appearance of the royal yacht, suggest the period is 1820-30, and the yacht herself is almost certainly the Royal George launched in 1817.



48

THOMAS LUNY (BRITISH, 1759-1837)

H.M.S. Mediator engaging an enemy convoy off Cape Ortegal, 12th December 1782 signed 'T.LUNY' (lower left) oil on canvas 71.5 x 122cm (28 1/8 x 48in).

£5,000 - 7,000 €5,800 - 8,100 US\$6,100 - 8,600 H.M.S. Mediator, a fifth rate of 44-guns, was built at Northam, Southampton, and launched in March 1782. Completed and commissioned under Captain John Luttrell later the same year, whilst the American War of Independence was still in progress, she was cruising off Cape Ortegal, on the north-west coast of Spain, when she sighted a valuable enemy convoy of five ships on 12th December (1782). Although mostly storeships, all were armed and each shortened sail as they awaited the arrival of the Mediator sensing an easy victory. In the event, Captain Luttrell's bold tactics enabled him to capture three of the enemy, including the 34-gun French flûte Menagère, without the loss of a single man. Mediator was renamed Camel in 1788 and survived until broken up in 1810.

A flûte was a well-armed merchant vessel primarily designed to carry bulk freight.

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

CHARLES EDWARD DIXON (BRITISH, 1872-1934)

The Battle of Trafalgar signed and dated 'Charles Dixon/03' (lower left) watercolour and bodycolour 88.9 x 180.3cm (35 x 71in).

£15,000 - 20,000 €17,000 - 23,000 US\$18,000 - 24,000

Provenance

The collection of George Coats, 1st Baron Glentanar (1849 - 1918).

Property of a Gentleman





$50^{\,\mathrm{AR}}$

DEREK GEORGE MONTAGUE GARDNER (BRITISH, 1914-2007)

The escape of the Brilliant from the French frigates Regeneree and Vertu - 26th July 1798 signed 'Derek. G.M./GARDNER/' (lower left) watercolour with traces of pencil and heightened with white 25.1 x 36.5cm (9 7/8 x 14 3/8in).

£1,200 - 1,800 €1,400 - 2,100 US\$1,500 - 2,200

Provenance

With the Polak Gallery. Acquired from the above by the current owner's father, 10 May 1972.





52

51 AR

HAROLD WYLLIE (BRITISH, 1880-1975)

The badly damaged HMS *Victory* making for Gibraltar under jury rig after her savage pounding at Trafalgar earlier in the day, with other warships nearby including the frigate *Euryalus* keeping close signed 'Harold Wyllie' (lower left) watercolour heightened with white 36.5 x 52.1cm (14 3/8 x 20 1/2in).

£700 - 1,000 €810 - 1,200 US\$860 - 1,200 52

JOHN WILSON CARMICHAEL (BRITISH, 1799-1868)

HMS Nile at General Quarters off Seskar on the Baltic inscribed in pencil 'The Nile at General Quarters off Seskar' (lower left), signed, inscribed and dated 'The Nile, Practiceship General Quarters/ Seskar June 17th 1855 JWCarmichael' (verso), also bears further inscriptions (verso)

pencil and watercolour heightened with white $30 \times 47.5 cm$ (11 13/16 x 18 11/16in).

£600 - 800 €700 - 930 US\$730 - 980

In 1855 during the Crimean War, Carmichael was sent to the Baltic to make drawings for the *Illustrated London News*.

 $53 \, \mathrm{AR}$

MONTAGUE DAWSON (BRITISH, 1890-1973)

The composite clipper Shun Lee bowling along in a stiff breeze signed 'MONTAGUE DAWSON' (lower left) oil on canvas 61 x 91.4cm (24 x 36in).

£30,000 - 50,000 €35,000 - 58,000 US\$37,000 - 61,000

Provenance

With Frost & Reed, London, stock no. 30870. F. Garner (commissioned through the above in 1961 for approximately

Thence by descent to the present owner.

Launched in 1866, the same year that witnessed the birth of such notable clippers as Argonaut and Titania, Shun Lee was completed towards the end of that glamorous era of fast and beautiful sailing ships specifically designed for the China tea trade before that route was lost to steam in the early 1870s.

One of the fifteen 'China clippers' to emanate from various Thamesside yards in as many years, Shun Lee was owned and built by William Walker & Co. at Rotherhithe and laid down in 1865. Of composite design – wooden planking over an iron frame – her construction

was supervised by the celebrated Lloyd's Register surveyor Bernard Waymouth who, during the 1860s, had become a recognised authority on the composite technique. Additionally, Waymouth was a rising naval architect and when, two years later, he produced his design for the legendary flyer Thermopylae, this was the result of his careful study of other composite clippers such as Shun Lee observed whilst on the stocks. Like Walker's other clippers, Shun Lee had longer than usual overhangs at bow and stern, but in most other respects she had all the fine-lined, heavily-sparred characteristics of her breed. Registered at 674 tons gross (650 net), she measured 158 feet in length with a 32 foot beam, and proved a worthy addition to the China fleet when she entered service even though her maiden voyage was actually to Australia under Captain Milbank. Then, after only one return trip to China, she was sold to Potter & Co. of London (in 1871) who put her into the New Zealand trade where she remained through several changes of ownership until purchased by J. Jenkins in 1885. Rerigged as a barque since 1880, she was resold for the last time to J. Carew early in 1891 but was lost within a few months when, that September, she caught fire and burned to the waterline whilst at Rio de Janeiro. The cause was found to be spontaneous combustion although three members of her crew maliciously accused the mate of setting fire to the ship and were subsequently compelled to pay the costs of the court of inquiry.

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









54

THOMAS WHITCOMBE (BRITISH, CIRCA 1752-1824)

Shipping off Dover indistinctly signed 'Th. Whitcombe' (lower left) oil on canvas 50.8 x 68cm (20 x 26 3/4in).

£2,000 - 3,000 €2,300 - 3,500 US\$2,400 - 3,700

55

CHARLES MARTIN POWELL (BRITISH, 1775-1824)

Off the Hook of Holland indistinctly signed 'CMPowell' (lower centre) oil on panel 22.2 x 31.1cm (8 3/4 x 12 1/4in).

£2,000 - 3,000 €2,300 - 3,500 US\$2,400 - 3,700

Provenance

With E. Stacy Marks Ltd, 1985.

56

THOMAS BUTTERSWORTH (BRITISH, 1768-1828)

Belem Castle on the Tagus oil on canvas 35.5 x 45.7cm (14 x 18in).

£5,000 - 7,000 €5,800 - 8,100 US\$6,100 - 8,600

JACOB KNYFF (HAARLEM 1638-1681 LONDON)

The Royal Yacht Cleveland with King Charles II aboard, arriving to inspect the flagship at the Nore oil on canvas, in a carved and gilded frame 48.5 x 79cm (19 1/8 x 31 1/8in).

£20,000 - 30,000 €23,000 - 35,000 US\$24,000 - 37,000

Provenance

The Martin family, The Upper Hall, Ledbury. Private collection, UK.

Literature

F.B. Cockett. Early Sea Painters, 1660-1730, Antique Collectors' Club, Woodbridge, 1995, p.49, no.19.

Named for Charles II's mistress Barbara Villiers, Duchess of Cleveland, the royal yacht Cleveland was designed by Surveyor [Sir Anthony] Deane and built under his direction at Portsmouth in 1671. Measured at 107 tons, she was just over 53 feet in length with a 20 foot beam and mounted 8-3pdr. guns by way of a ceremonial armament. Gaffrigged on a single mast, she was typical of the other royal yachts of her day and, for the first few years of her life, was the yacht most frequently used by the King. He would normally embark at Greenwich and, accompanied by other yachts carrying courtiers and officials, would proceed down the Thames to wherever the fleet was anchored,

most often at the Nore. Cleveland's most notable outing was the King's visit to the fleet [after the battle of Solebay] on 6th June 1672, an event captured in a spectacular painting by Willem van de Velde the Younger and widely reproduced. In January 1685, just prior to Charles II's death on 6th February, Cleveland was transferred into the service of the Office of the Ordnance for official use where she remained until paid off and sold (for breaking?) in 1715.

Barbara Villiers (afterwards Palmer), Countess of Castlemaine and Duchess of Cleveland (1641-1709), was a noted London beauty who married Roger Palmer in 1659 yet became the mistress of the King the very next year. Created Countess of Castlemaine in 1661, following her husband's elevation to the Irish peerage, the King then obliged his new wife to accept his mistress as a Lady of the Bedchamber in 1662, from when onwards she exerted a massive influence over court affairs and royal appointments. Made Duchess of Cleveland in 1670, she was eventually supplanted in the King's affections by the Duchess of Portsmouth which resulted in the former taking up residence in Paris after 1677.

In addition to this portrait, Knyff also depicted the Cleveland lying alongside the First Rate Royal Sovereign at the Nore in 1673, whilst Willem van de Velde painted his own portrait of this yacht in addition to the 1672 Fleet Visit picture mentioned above.

We are grateful to Michael Naxton for his assistance with cataloguing







59

CHARLES MARTIN POWELL (BRITISH, 1775-1824)

Shipping in a rough sea signed 'CMPowell' (lower right) oil on panel 36.8 x 50.2cm (14 1/2 x 19 3/4in).

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

Provenance

With Frost & Reed, London, stock no. 31450 (listed as a pair).

59

CHARLES MARTIN POWELL (BRITISH, 1775-1824)

Shipping off a coast signed and dated 'CMPowell/1821' (lower right) oil on panel 36.8 x 50.2cm (14 1/2 x 19 3/4in).

£800 - 1,200 €930 - 1,400 US\$980 - 1,500

Provenance

With Frost & Reed, London, stock no. 31450 (listed as a pair).





61

60

THOMAS LUNY (BRITISH, 1759-1837)

The ferry signed and dated 'Luny 1827' (lower left) oil on panel 30.1 x 40.6cm (11 7/8 x 16in).

£1,000 - 1,500 €1,200 - 1,700 US\$1,200 - 1,800 6

JAMES WARD, RA (BRITISH, 1769-1859)

Fishermen with their boat signed with initials 'JWD' (lower left) oil on panel 30.1 x 34.9cm (11 7/8 x 13 3/4in).

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

Provenance

Anon. sale, Sotheby's, London, 13 February 1980, lot 200. Anon. sale, Sotheby's, London, 18 February 1987, lot 290.

CIRCLE OF WILLIAM JOHN HUGGINS (BRITISH, 1781-1845)

Coming ashore at Madras

bears inscription 'Wm John Huggins/East India Officials, in a rough sea, going ashore/30/5/32/(Marine painter 1781-1845. Served in E. India Co. Marine)/(Marine painter to Wm. IV. Exhibited at Royal Academy)' (on label attached to the frame verso) oil on canvas

72.4 x 92.1cm (28 1/2 x 36 1/4in).

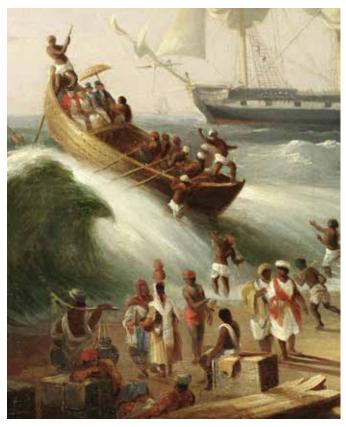
£20,000 - 30,000 €23,000 - 35,000 US\$24,000 - 37,000

Provenance

Private collection, U.K.

Coming ashore at Madras – Circle of Huggins

During the seventeenth century, British involvement in India - through the activities of the Honorable East India Company (HEIC) - began at Surat (in 1616), expanded to Madras (fortified in 1641) and was then immeasurably strengthened by the acquisition of Bombay (in 1668), a gift from Charles II to whom it had passed as part of the dowry of his Portuguese wife Catherine of Braganza. Already renowned as the finest harbour in India, Bombay proved a great prize, particularly when compared with the lack of any similar facility at Fort St. George on the Carnatic coast. It was probably inevitable therefore that the Company would adopt a more aggressive policy towards the northeastern territories bordering the Bay of Bengal where lay, within the vast sprawl of the Ganges delta, far more suitable sites from which to base its operations on that side of the sub-continent. The subsequent discovery of an ideal deep-water anchorage, from which any settlement could be safeguarded by the guns of ships lying off-shore, then paved the way for Fort William in 1697 which, when completed. would become the nucleus of the future city of Calcutta.



62 (detail)



62 (detail)

Elsewhere in India, colonial expansion was progressing less well, not least down the entire east coast of the sub-continent where the lack of even a single decent natural harbour remained a significant obstacle. Not to be beaten however, the British answer to the problem typified their attitude across the world as the Empire began to expand, namely to adopt the solution used by the indigenous people.

With the shoreline at Madras (modern Chennai) shallow for up to a mile off the beach whilst, at the same time, subject to tremendously high surf even in otherwise calm weather, all arriving ships were obliged to anchor two miles offshore, in the so-called Madras Roads, and offload their passengers and freight onto native massoola (or masulah) boats in order to get both ashore. These sturdy little craft were flat-bottomed and built without nails or pins, and their planks were sewn together with line made from the outer 'coat' of cocao nuts. At the stern of the high poop deck would be the steersman, handling a long oar or paddle about ten feet in length with a circular wooden disc on the end. Depending upon the size of the boat, and indeed the height of the surf on any given day, between six and ten oarsmen sat on high crosspieces in the body of the boat whilst the passengers sat in a much superior position on benches directly in front of the steersman. Reaching the beach, the boatmen would then carry the passengers ashore on their shoulders, the final episode in what was always a risky adventure to travel 'out East' in the age of sail. It is probable that the use of these massoola boats, particularly for freight, considerably predated the arrival of any European traders as the Madras hinterland had been an important military, administrative and economic centre for various South Indian dynasties since the 1st century AD.

William John Huggins had served on some of the HEIC's vessels as a young man, and acted as steward and assistant to the purser of the Perseverance on that ship's round trip to Bombay and China in 1812-14. It is believed that this was his last voyage as, soon afterwards, he set himself up as a marine painter in Leadenhall Street, near the HEIC's London headquarters. Although later in his life Huggins became Marine Painter to William IV, the so-called 'Sailor King', he was, effectively, Marine Painter to the 'Honorable Company' for many years before that, and most of his best early works portray the great Indiamen of the day. It is not known for whom the original of the work offered here was commissioned, but its iconic subject matter would have struck an instant chord with generations of 'old India hands', many of whom would have coveted a copy of it for their own drawing rooms.

We are grateful to Michael Naxton for his assistance with cataloguing





EDWARD WILLIAM COOKE, RA (BRITISH, 1811-1880)

Santa Maria della Salute, evening; Sunset on the lagoon of Venice, with the church of Isola di San Giorgio in Alga in the distance, a pair one signed 'E.W.Cooke RA' (lower left), the other signed and dated 'E W Cooke 1864' (lower left) oil on paper laid onto canvas each 29.5 x 45.1cm (11 5/8 x 17 3/4in). (2)

£12,000 - 18,000 €14,000 - 21,000 US\$15,000 - 22,000

Provenance

For Santa Maria della Salute, evening: (possibly) Sale, Christie's London, 26 November 1982, lot 246. Sale, Phillips London, 25 July 1987. With Owen Edgar Gallery.

For both works:

Sale, Christie's London, 31 May 2012, lot 75. The estate of Miss Elizabeth Creak, sold to benefit the Elizabeth Creak Charitable Trust.

Literature

For Santa Maria della Salute, evening: (possibly) J. Munday, E.W.Cooke 1811-1880, A Man of his Time, Woodbridge, 1996, cat. no.64/16, p.354, as Santa Maria della Salute with the Giudecca beyond at Sunset





64 **GEORGE WEATHERILL (BRITISH, 1810-1890)**

signed and dated 'G Weatherill 1870' (lower left, under mount) watercolour heightened with bodycolour 36.5 x 51.5cm (14 3/8 x 20 1/4in).

£3,000 - 5,000 €3,500 - 5,800 US\$3,700 - 6,100



65

THOMAS BUSH HARDY (BRITISH, 1842-1897)

'Santa Maria De La Salute, Venice' signed, titled and dated 'T.B. Hardy 1887./Santa Maria della Salute. Venice' (lower right) watercolour heightened with bodycolour 58.4 x 88.9cm (23 x 35in).

£6,000 - 8,000 €6,900 - 9,300 US\$7,300 - 9,800





WILLIAM THORNLEY (BRITISH, 1857-1898)

Fisherman and boats in a harbour; A moonlit harbour scene, a pair the former indistinctly signed (lower left); the latter indistinctly signed with initials (lower left) oil on panel each 15.6 x 25.7cm (6 1/8 x 10 1/8in). (2)

£1,200 - 1,800 €1,400 - 2,100 US\$1,500 - 2,200





67

HENRY REDMORE (BRITISH, 1820-1887)

Moored fishing vessels; Shipping in choppy seas, a pair each signed and dated 'H.Redmore/1879' (lower left) oil on canvas each 19 x 32cm (7 1/2 x 12 5/8in). (2)

£3,000 - 5,000 €3,500 - 5,800 US\$3,700 - 6,100

Provenance

Anon. sale, Sotheby's, Chester, 18 January 1990, lot 3126. Property of an important public limited company







68

JOHN WILSON CARMICHAEL (BRITISH, 1799-1868)

Choppy seas in the Solent below Southampton Water, with an inbound frigate shortening sail to intercept the pilot cutter ahead of her, with Calshot Castle and lighthouse beyond and with the Needles further astern

signed and dated 'JWCarmichael/1858' (lower right) oil on canvas

38.7 x 61.6cm (15 1/4 x 24 1/4in).

£5,000 - 7,000 €5,800 - 8,100 US\$6,100 - 8,600

69

JOHN WILSON CARMICHAEL (BRITISH, 1799-1868)

Off Tynemouth indistinctly signed 'JW Carmichael' (lower right), bears and indistinct inscription (on stretcher verso) oil on canvas 30.5 x 44.5cm (12 x 17 1/2in).

£1,000 - 1,500 €1,200 - 1,700 US\$1,200 - 1,800 70

JOHN WILSON CARMICHAEL (BRITISH, 1799-1868)

Sunderland

signed and dated 'J.W.Carmichael/1861' (lower right) oil on canvas $38.1 \times 66cm (15 \times 26in)$.

£5,000 - 7,000 €5,800 - 8,100 US\$6,100 - 8,600

Provenance

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

71 *

ROBERT DODD (BRITISH, 1748-1816)

The merchantman Delaford outward bound from London and approaching Greenwich Hospital as she sails down-river oil on canvas

78.5 x 124.5cm (30 7/8 x 49in).

£20,000 - 30,000 €23,000 - 35,000 US\$24,000 - 37,000

Provenance

Probably commissioned by the vessel's original owner Mr Samuel Boddington to mark her completion in 1788. With Tennant Galleries, Los Angeles, 1980. Private collection, US.

The 393-ton merchantman Delaford was built on the Thames at Blackwall in 1787. Despite her place of birth however, she was not an East Indiaman - virtually all of which emanated from the same Blackwall yards - but, rather, was designed as a three-decked West Indiaman intended for trade with the rich 'sugar islands' of the Caribbean. Completed in 1788 with 'no expense spared', her total cost was £3,739, not only a massive sum at that time but also, in fact, the largest amount expended on any vessel (excluding East

Indiamen) launched from Blackwall in the fifty years between 1749 and 1799. Owned for most of her surprisingly long life by Mr. Samuel Boddington of London, Delaford's first master was Captain G. Young and she sailed exclusively to St. Vincent well into the 1820s. By 1802, and now under Captain W. Young, her hull had been coppersheathed (in 1796) and she had acquired 2 4-pounder guns for protection during the seemingly endless French Wars. By 1807, her armament had increased to 2 6-pdrs. and 4 4-pdrs. and it was noted by Lloyd's Surveyors that same year that she was in "good repair", a state maintained throughout Boddington's long tenure of ownership. Sometime later in the 1820s, she was sold into the Mediterranean trade and although her demise is unconfirmed, a vessel of this very distinctive and unusual name was driven ashore in Dundrum Bay, Co. Down, Ireland, in 1831 and declared a total loss. Whilst the precise date of wreck is also unknown, the stranded ship was said to be on passage from Liverpool to Lisbon and since she was the only recorded vessel of this name at this time, it seems highly probable that this is where the Thames-built Delaford of 1787 met her end.

Delaford's portrait was also painted by W.J. Huggins and this work is currently held at the National Maritime Museum, ref. BHC 3283, and measures 31.5 x 50ins. (80 x 127cms).

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





EDWARD WILLIAM COOKE, RA (BRITISH, 1811-1880)

'French Sloop entering the harbour of Tréport' signed and dated 'E W Cooke. RA./1869' (lower right) and inscribed with artist's name, address and title (on old label attached to stretcher) oil on canvas

81.3 x 134.6cm (32 x 53in).

£7,000 - 10,000 €8,100 - 12,000 US\$8,600 - 12,000

Provenance

Lutwidge (commission).

Sale, Christie's, London, 17 December 1910, lot 28, 44 guineas to Vicars.

Sale, Christie's, London, 3 April 1922, lot 117, 44 guineas to Pawsey and Payne.

J. MacMillan, Kensington Church Street.

With Hahn Fine Art, London, 7th July 1970, £1,400.

Private collection, UK.

Exhibited

London, Royal Academy, 1869, no. 863.

Literature

J. Mundy, E.W. Cooke, A Man of his Time, Woodbridge, Suffolk, 1996, no. 68/3, plate 273, illustrated in black and white on page 327.



HENRY REDMORE (BRITISH, 1820-1887)

Shipping on the Zuider Zee signed and dated 'HRedmore/1864' (lower left) and inscribed 'On the Zuider Zee' (on stretcher verso) oil on canvas 68 x 111.8cm (26 3/4 x 44in).

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

Provenance

Anon. sale, Christie's, London, 9 October 1959.







JOHANNES CHRISTIAAN SCHOTEL (DUTCH, 1787-1838)

Scheveningen beach signed 'J C Schotel' (lower centre right) oil on canvas 83.2 x 111.8cm (32 3/4 x 44in).

£1,500 - 2,000 €1,700 - 2,300 US\$1,800 - 2,400

Provenance

With Frost & Reed, stock no. 47762. With Stacy Marks, 1973, stock no. S.442.

CHARLES LOUIS MOZIN (FRENCH, 1806-1862)

On the beach signed 'C. Mozin' (lower left) oil on panel 38.1 x 53cm (15 x 20 7/8in).

£2,000 - 3,000 €2,300 - 3,500 US\$2,400 - 3,700

HENRY REDMORE (BRITISH, 1820-1887)

Shipping off a Dutch coast oil on canvas 61 x 102.2cm (24 x 40 1/4in).

£5,000 - 7,000 €5,800 - 8,100 US\$6,100 - 8,600





GEORGE WEATHERILL (BRITISH, 1810-1890)

Shipping in Whitby Harbour with the ruins of Whitby Abbey and the Church of Saint Mary beyond watercolour heightened with white and scratching out 12 x 20.6cm (4 3/4 x 8 1/8in).

£2,000 - 3,000 €2,300 - 3,500 US\$2,400 - 3,700

Provenance

With the Whitby Galleries, Walkers Antiques, Whitby. Private collection, UK.

GEORGE WEATHERILL (BRITISH, 1810-1890)

Small fishing boats in Whitby Harbour signed 'G Weatherill' (lower left) watercolour heightened with bodycolour 8.9 x 13.4cm (3 1/2 x 5 1/4in).

£2,000 - 3,000 €2,300 - 3,500 US\$2,400 - 3,700

Provenance

With the Whitby Galleries, Walkers Antiques, Whitby. Private collection, UK.



79

GEORGE WEATHERILL (BRITISH, 1810-1890)

Whitby Harbour with the old bridge beyond watercolour heightened with bodycolour 17.8 x 27cm (7 x 10 5/8in).

£5,000 - 7,000 €5,800 - 8,100 US\$6,100 - 8,600

Provenance

With the Whitby Galleries, Walkers Antiques, Whitby, stock no. s.4785. Private collection, UK.







GEORGE WEATHERILL (BRITISH, 1810-1890)

Donkey ride on Whitby Sands watercolour 9.2 x 13.6cm (3 5/8 x 5 3/8in).

£1,200 - 1,800 €1,400 - 2,100 US\$1,500 - 2,200

Provenance

With the Whitby Galleries, Walkers Antiques, Whitby. Private collection, UK.

GEORGE WEATHERILL (BRITISH, 1810-1890)

The entrance to Whitby Harbour watercolour 5.8 x 9.3cm (2 5/16 x 3 11/16in).

£800 - 1,200 €930 - 1,400 US\$980 - 1,500

GEORGE WEATHERILL (BRITISH, 1810-1890)

On the moors signed 'G Weatherill' (lower left) watercolour heightened with white and scratching out 17.8 x 24.2cm (7 x 9 1/2in).

£600 - 800 €700 - 930 US\$730 - 980





84

83

GEORGE WEATHERILL (BRITISH, 1810-1890)

Shipping off Whitby signed 'G Weatherill' (lower left) watercolour with traces of pencil 13.6 x 24.1cm (5 3/8 x 9 1/2in).

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

Provenance

With the Whitby Galleries, Walkers Antiques, Whitby. Private collection, UK.

84

GEORGE WEATHERILL (BRITISH, 1810-1890)

Lifeboat returning from rescue of shipwrecked crews, February 4th, 1861, on Whitby Sands signed 'G Weatherill' (lower left) watercolour with traces of pencil and scratching out $8.9 \times 14 \text{cm}$ (3 $1/2 \times 5 \text{ 1/2in}$).

£1,000 - 1,500 €1,200 - 1,700 US\$1,200 - 1,800 85 * AR

MONTAGUE DAWSON (BRITISH, 1890-1973)

The widely celebrated *Endeavour* ahead of the pack in her maiden

signed 'MONTAGUE DAWSON' (lower left), bears Frost & Reed stock number '5865' (on stretcher verso) oil on canvas

71.1 x 107cm (28 x 42 1/8in).

£70.000 - 100.000 €81,000 - 120,000 US\$86,000 - 120,000

Provenance

With Frost & Reed, London, stock no. 5865 (acquired from the artist on 23 November 1934). Walter Stewart, Canada.

Thence by descent to the current owner.

In this beautifully muted sporting work, Montague Dawson has portrayed one of the legendary J-Class yachts which dominated the sport throughout the 1930s, only two of which have somehow managed to survive until the present day. One of these two survivors is Endeavour, although her primary claim to fame is that she came as close to winning the much coveted America's Cup (in 1934) as any of her predecessors in the first eighty years of the competition. The sheer glamour of the J-Class yachts was perhaps best encapsulated by lan Dear, the modern yachting historian, when he wrote in 1977:-

"Only ten J-Class yachts were ever built and they raced for the America's Cup and other trophies in British and American waters for a mere eight seasons between 1930 and 1937. There have been many vachts that have been larger and still others that have been faster but no one sailing class has ever gripped the imagination of the public at large as much as the 'Js' did...... In fact the 'Js' were unique for their combination of size and speed, and for their owners and the social ambience in which they flowered and died so quickly. They dominated the yachting scene on both sides of the Atlantic for less than a decade before their fantastic cost, the death of England's 'Sailor King' and the approach of World War II banished them for ever."

Endeavour was ordered by Mr. (later Sir) T.O.M. 'Tommy' Sopwith who, after the death of Sir Thomas Lipton in 1931, assumed the

mantle of Great Britain's principal challenger for the America's Cup. An extremely wealthy aircraft manufacturer and probably the best amateur helmsman in the UK, Sopwith could afford the best yacht money could buy so he approached Charles Nicholson to design him a 'steel champion'. Laid down in Camper & Nicholson's yard at Gosport, from where she was launched in April 1934, she was quite clearly a thoroughbred from the moment she began to take shape. Registered at 126 tons gross (115 net and 205 Thames), Endeavour was fractionally under 130 feet long overall with a 22 foot beam, and rigged to carry 7,560 square feet of sail. Considered by many to be the best J-Class boat of her day, she was ready for competition just in time for the start of the 1934 Season and her maiden outing was at Harwich, traditionally the first regatta of the summer, where she won twice. It is possible that this is where Dawson has painted her - proud, triumphant and justifying all the money which had been spent on her, but this remains speculation. In all, she took part in twelve races before departing for America, won eight of them and came second in three more, and the yachting fraternity agreed that she was "the fastest and most handsome boat that Nicholson had yet designed" as she was prepared to meet her destiny across the Atlantic.

Despite carrying the hopes of the nation with her, the America's Cup races that September proved a disappointing roller-coaster of mixed emotions. To the consternation of the crew of the defending US yacht Rainbow, Endeavour won the first two races, but thereafter had to vield to the American. Out of the six races, the fourth proved hugely controversial and left Sopwith with the feeling that he had been cheated of the victory he so richly deserved. Even after Endeavour lost the sixth and last race by a mere 55 seconds, one of the closestever finishes in the Cup's history, Sopwith went to his grave never fully reconciled to that bitterest of defeats in 1934. The British press and public felt the same and the somewhat mischievous expression "Britannia rules the waves, but Americans waive the rules" soon became common parlance across the land.

When Dawson executed this portrait however, all the above was in the future. Endeavour had seemed a 'racing cert' that summer of 1934 and it seems extremely likely that the painting was commissioned by 'Tommy' Sopwith himself to commemorate his splendid new creation.

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





86 AR

BRIAN J. JONES (BRITISH, BORN 1945)

Shamrock Powering to Windward signed 'BrianJJones' (lower right) oil on canvas 61 x 101.6cm (24 x 40in).

£2,000 - 3,000 €2,300 - 3,500 US\$2,400 - 3,700

Exhibited

London, Mall Galleries, Royal Society of Marine Artists, 2013.



87 AR

BRIAN J. JONES (BRITISH, BORN 1945)

Racing off San Tropez signed 'BrianJJones' (lower right) oil on canvas 55.9 x 91.4cm (22 x 36in).

£2,000 - 3,000 €2,300 - 3,500 US\$2,400 - 3,700



TERRICK WILLIAMS (BRITISH, 1860-1936)

'A bright morning. Poole Harbour, Dorset' signed 'Terrick Williams' (lower right), also signed, titled and dated '1896' in pencil (verso) oil on panel 16.2 x 24.2cm (6 3/8 x 9 1/2in).

£3,000 - 5,000 €3,500 - 5,800 US\$3,700 - 6,100 89 * AR

NORMAN WILKINSON (BRITISH, 1878-1971)

'Portland Harbor' signed 'NORMAN WILKINSON' (lower left), and inscribed with artist's name and title (on artist's label verso) oil on canvas 61 x 81.3cm (24 x 32in).

£2,500 - 3,500 €2,900 - 4,100 US\$3,100 - 4,300

90 AR

BRIAN J. JONES (BRITISH, BORN 1945)

'Mariette and Altair, Pendennis Cup' signed 'BrianJJones' (lower right) and inscribed with title and artist's name (on frame verso) oil on canvas 45.1 x 61cm (17 3/4 x 24in).

£800 - 1,200 €930 - 1,400 US\$980 - 1,500





91 ^{AR}

MONTAGUE DAWSON (BRITISH, 1890-1973)

The sail training ship Sir Winston Churchill at sea under full canvas signed 'MONTAGUE DAWSON' (lower left) oil on canvas 64.2 x 107.3cm (25 1/4 x 42 1/4in).

£25,000 - 35,000 €29.000 - 41.000 US\$31,000 - 43,000

Provenance

With Frost & Reed, London, stock no. 46771 (acquired directly from the artist on 26 April 1971).

Named for one of Britain's most illustrious men, the sail training ship Sir Winston Churchill was laid down in Richard Dunston's yard at Hessle, Yorkshire, on 24th November 1964 and launched by HRH Princess Alexandra on 5th February 1966. Designed by Camper & Nicholson specifically to compete in the Tall Ships Race, she was partly funded

by public donation and HRH Prince Philip, Duke of Edinburgh, agreed to be the patron of the project. Registered at 218 tons gross, she measured 135 feet in length with a 25 foot beam and her somewhat eccentric schooner rig – deliberately designed to incorporate all the main types of sails - gave her a spread of 8,738 square feet of sail. Auxiliary power was provided by two 270hp Ford Mermaid engines and she had accommodation for 9 crew and up to 36 trainees.

Initially owned and operated by the Tall Ships Youth Trust, when the trust took delivery of its new vessel Prince William in 2000, Sir Winston Churchill was sold to a private company based on the Isle of Man but which continued to operate her as a sail training ship, albeit with a reduced capacity to 20 trainees. In 2002 however, after she was completely refitted and re-rigged with much more powerful twin Iveco diesels with a cruising speed of 12 knots, she returned to sea as a private yacht which she currently remains.

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







93

HENRY SCOTT TUKE, RA, RWS (BRITISH, 1858-1929)

'Shipping scene'

signed and dated 'H.S.TUKE. 1913' (lower left), also inscribed with artist's name and title (on old label attached to backing board) watercolour

34.9 x 50.2cm (13 3/4 x 19 3/4in).

£4,000 - 6,000 €4,600 - 6,900 US\$4,900 - 7,300 $_{\rm 93}\,{\rm ^{AR}}$

DEREK GEORGE MONTAGUE GARDNER (BRITISH, 1914-2007)

H.M.S. Hurricane signed 'D.G.M./GARDNER' (lower left) watercolour 27 x 36.8cm (10 5/8 x 14 1/2in).

£600 - 800 €700 - 930 US\$730 - 980





95

WILLIAM JOY (BRITISH, 1803-1867)

Ships moored in calm waters watercolour 17.8 x 26cm (7 x 10 1/4in).

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

Provenance

With Appleby Bros., London, 1957. Private collection, UK.

95

ALMA CLAUDE BURLTON CULL (BRITISH, 1880-1931)

Sunset signed and dated 'A.B.Cull 1929' (lower left) watercolour 39 x 71.1cm (15 3/8 x 28in).

£800 - 1,200 €930 - 1,400 US\$980 - 1,500



96

ANTONIO NICOLO GASPARO JACOBSEN (AMERICAN, 1850-1921)

The American liner St. Louis hove-to in mid-Atlantic rendering assistance to another vessel endangered by a fire signed and dated 'ANTONIO JACOBSEN/1905' (lower right) oil on canvas 56.5 x 91.4cm (22 1/4 x 36in).

£2,000 - 3,000 €2,300 - 3,500 US\$2,400 - 3,700

Ordered for the American Line of New York, St. Louis was one of a handsome pair of steamers - the other being St. Paul - ordered for her owners' prime North Atlantic passenger route to Europe. Laid down alongside each other in William Cramp's yards at Philadelphia, the two sisters were identical - registered at 11,629 tons gross and measuring 554 feet in length with a 63 foot beam. Powered by twin screws from 20,000ihp. engines, they were designed to cruise at 19 knots but

could make 21 or 22 knots at maximum speed. St. Louis had slightly less First class accommodation and could carry 320 First, 220 Second and 800 steerage passengers in total.

Launched in November 1894, six months before St. Paul, St. Louis entered service in June 1895 with her maiden voyage to Southampton. After a lengthy and successful career, including transport duties in both the Spanish-American (1898) and Great Wars, she was broken up in Italy in 1924.

Although the incident depicted here is so far unidentified, it seems inconceivable that it would not have been real. Even though a fire is shown on the foredeck of the other vessel, it must presumably have been brought under control since, had the fire resulted in the loss of the ship, it would have been well-documented. It can only be surmised therefore that St Louis provided some form of assistance to extinguish the fire, after which she continued on her way.

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



97 **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).

£2,000 - 3,000 €2,300 - 3,500 US\$2,400 - 3,700

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.

A larger version of the present work hangs in the Naval Academy at Livorno.



 $98 \, \mathrm{AR}$

HENRY SCOTT (BRITISH, 1911-2005)

The 'Frisco clipper Red Cloud at sunset signed 'Henry Scott' (lower right) and inscribed '-FAMOUS AMERICAN CLIPPER "RED CLOUD" - 2058 TONS BUILT 1878 BY G.THOMAS AT QUINCY, MASSACHUSETTS-/COPYRIGHT RESERVED' (across top stretcher verso) oil on canvas 76.2 x 127cm (30 x 50in).

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

Provenance

With W.H. Patterson Fine Arts Ltd, London. Private collection, UK (acquired from the above on 23rd August 1983).

The American clipper Red Cloud was designed by George Thomas for Isaac Taylor of Boston and launched from the Taylor & Thomas yard at

Quincy, Massachusetts, on 24th November 1877. Registered at 2,208 tons and measuring 230 feet in length with a 43 foot beam, she had a distinctive elliptical stern, a full poop deck 108 feet long and sported a large figurehead depicting the famous native Indian chief after whom she was named.

A fast-enough sailer but no record-breaker, her maiden voyage was from Boston to Calcutta and thence to Liverpool via San Francisco. Two further lengthy round-trips followed, also terminating at Liverpool, and when she arrived there after her third voyage in March 1882, she was sold to German owners and renamed Carl Friedrich. At first she continued to trade between Liverpool and San Francisco but, in 1889, she was put to work on the Far East run. In December 1893, whilst on passage from New York to Hong Kong carrying 74,000 cases of kerosene, she stranded on the Luconia Reef in the Java Sea and became a total loss.

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



$99\,\mathrm{AR}$

DEREK GEORGE MONTAGUE GARDNER (BRITISH, 1914-2007)

Sunrise: The Glory of the Seas in St George's Channel, bound for Liverpool, February 1877 signed 'Derek G. M./GARDNER' (lower right) oil on canvas 61 x 91.5cm (24 x 36in).

£8,000 - 12,000 €9.300 - 14.000 US\$9,800 - 15,000

Glory of the Seas was last in a long line of medium clippers designed and built by the great Donald McKay in his East Boston yard. Launched in October, 1869, she was registered at 2009 tons net and measured 240 feet in length with a 44 foot beam. Built to his own account at a time when he was in financial difficulties, McKay spared no expense in her construction and even accompanied her on her maiden voyage from New York to San Francisco. Unfortunately for him, news of his money worries had preceded him and when she docked, McKay found that his ship had been sold to Charles Brigham of Boston in lieu of his debts. Brigham sold her to Captain Josiah Knowles, who kept her till 1880, and under his command she achieved many notable passages and two records that still stand. She spent the 1890s in the Pacific Coast coal trade, but was laid up in 1902 until sold again in 1905 for conversion into a barge. The 1906 San Francisco earthquake reprieved her and she spent a busy five years hauling much needed lumber for the city's rebuilding. She ended her career as a floating cannery and then a storage hulk until burned for her scrap metal in 1923.

Glory of the Seas is depicted here on the final leg of her recordbreaking voyage from San Francisco to Liverpool in 107 days carrying the most valuable cargo of her career, totalling \$242,665.



100 AR

ROGER CHAPELET (FRENCH, 1903-1995)

signed and inscribed 'Roger Chapelet/"CUTTY SARK"' (lower right) oil on canvas

59.4 x 91.4cm (23 3/8 x 36in).

£2,000 - 3,000 €2,300 - 3,500 US\$2,400 - 3,700 101 AR

ROGER CHAPELET (FRENCH, 1903-1995)

Port Jackson

signed and inscribed 'Roger Chapelet/"PORT JACKSON" (lower right) oil on canvas

59.4 x 91.4cm (23 3/8 x 36in).

£2,000 - 3,000 €2,300 - 3,500 US\$2,400 - 3,700

102 AR

CHARLES PEARS (BRITISH, 1873-1958)

'Moonlit Barque'

signed 'CHAS. PEARS.' (lower left) and inscribed in pencil 'Moonlit Barque by Chas Pears R.O.I. 159 Holland Park avenue W.H.' (on the overlap)

oil on canvas

102.3 x 127.6cm (40 1/4 x 50 1/4in).

£3,000 - 5,000 €3,500 - 5,800 US\$3,700 - 6,100

London, The Society of Marine Artists, 1956, no. 44.









104

103 ^{AR}

JAMES BRERETON (BRITISH, BORN 1954)

'The John Bright'

signed 'James Brereton' (lower right) and titled in pencil (verso) oil on canvasboard, unframed

45.7 x 49.2cm (18 x 19 3/8in).

Together with 'The North Star in Choppy Seas' by the same hand, signed (lower right) and signed and titled (verso), oil on canvasboard, unframed, 30.5 x 40.6cm (12 x 16in). (2)

£1,500 - 2,000 €1,700 - 2,300 US\$1,800 - 2,400

104 AR

JAMES BRERETON (BRITISH, BORN 1954)

'The Wave'; and 'Wind and Tide' both signed 'James Brereton' (lower right) and both signed and titled in pencil (verso) oil on canvasboard each 25.4 x 35.6cm (10 x 14in). (2) 'Wind and Tide' unframed

£1,200 - 1,800 €1,400 - 2,100 US\$1,500 - 2,200





106

105 AR

JAMES BRERETON (BRITISH, BORN 1954)

'Summer Seas' - The *Peter Denny* signed 'James Brereton' (lower right) and signed and titled (verso) oil on canvas laid to canvasboard 50.8 x 76.2cm (20 x 30in).

£1,500 - 2,000 €1,700 - 2,300 US\$1,800 - 2,400

106 AR

JAMES BRERETON (BRITISH, BORN 1954)

'Surging Forward - The *Ellen Rodger*' signed 'James Brereton' (lower right) and signed and titled (verso) oil on canvas, unframed 51.4 x 76.2cm (20 1/4 x 30in).

£1,200 - 1,800 €1,400 - 2,100 US\$1,500 - 2,200

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THE MARINE SALE

Tuesday June 13, 2017 New York

LOUIS LE BRETON (FRENCH, 1818-1866)

New York Harbor and Lower Manhattan, circa 1850 watercolor with gouache highlights on wove paper U\$\$12,000 - 18,000

INQUIRIES

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Closing date for entries Friday April 14, 2017



Bonhams

NEW YORK

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

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

to any person even if that person has completed a Bidding

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 I ots will be invoiced to the name and address given on your Bidder Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the Hammer Price of, or whether you are the successful Bidder of, a particular Lot, you must draw this to the attention of the Auctioneer before the next Lot is offered for Sale. At the end of the Sale, or when you have finished bidding please return your paddle to the Bidder registration desk.

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

Equally, please let us know if you intend to nominate another person to bid on your behalf at the Sale unless this is to be carried out by us pursuant to a Telephone or Absentee Bidding Form that you have completed. If we do not approve the agency arrangements in writing before the Sale, we are entitled to assume that the person bidding at the Sale is bidding on his own behalf. Accordingly, the person bidding at the Sale will be the Buyer and will be liable to pay the Hammer Price and

Buyer's Premium and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our Conditions of Business and contact our Customer Services Department for further details.

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

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

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

Under the Buyer's Agreement, a premium (the Buyer's Premium) is payable to us by the Buyer in accordance with the terms of the Buyer's Agreement and at rates set out below, calculated by reference to the Hammer Price and payable in addition to it. For this Sale the following rates of Buyer's Premium will be payable by Buyer's of Lots:

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

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

Payment by credit card, company debit cards and debit cards issued by a non-UK bank will be subject to a 2% surcharge on the total value of the invoice.

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

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

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

 Hammer Price
 Percentage amount

 From €0 to €50,000
 4%

 From €50,000.01 to €200,000
 3%

 From €200,000.01 to €350,000
 1%

 From €350,000.01 to €500,000
 0.5%

 Exceeding €500,000
 0.25%

8. VAT

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

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

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

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

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus VAT and any other charges and *Expenses* to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. Unless agreed by us in advance payments made by anyone other than the registered *Buyer* will not be accepted. Payment will have to be by one of the following methods (all cheques should be made payable to Bonhams 1793 Limited). *Bonhams* reserves the right to vary the terms of payment at any time.

Sterling personal cheque drawn on a UK branch of a bank or building society: all cheques must be cleared before you can collect your purchases;

Cash: you may pay for Lots purchased by you at this Sale with notes, coins or travellers cheques in the currency in which the Sale is conducted (but not any other currency) provided that the total amount payable by you in respect of all Lots purchased by you at the Sale does not exceed £3,000, or the equivalent in the currency in which the Sale is conducted, at the time when payment is made. If the amount payable by you for Lots exceeds that sum, the balance must be paid otherwise than in coins, notes or travellers cheques;

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

Bank: National Westminster Bank Plc Address: PO Box 4RY 250 Regent Street London W1A 4RY

Account Name: Bonhams 1793 Limited Trust Account Account Number: 25563009

Sort Code: 56-00-27

IBAN Number: GB 33 NWBK 560027 25563009

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

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

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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/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 Buver's Agreement. The same applies in respect of the Seller. as if references to us in this paragraph were substituted with references to the Seller.

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

Comment in this Catalogue is restricted, in general, to

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

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked Lots require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance, Bidders should be aware that Estimates assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed Descriptions of gemstones. However there may not be consensus between different laboratories on the decrees, 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.
- "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 USA.
- ·, †, *, G, Ω , α see clause 8, VAT, for details.

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

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

2 SELLER'S UNDERTAKINGS

- 2.1 The Seller undertakes to you that:
- 2.1.1 the Seller is the owner of the Lot or is duly authorised to sell the Lot by the owner;
- 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*;
- 2.1.3 except where the Sale is by an executor, trustee, liquidator, receiver or administrator the Seller is both legally entitled to sell the Lot, and legally capable of conferring on you quiet possession of the Lot and that the Sale conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary):
- 2.1.4 the Seller has complied with all requirements, legal or otherwise, relating to any export or import of the Lot, and all duties and taxes in respect of the export or import of the Lot have (unless stated to the contrary in the Catalogue or announced by the Auctioneer) been paid and, so far as the Seller is aware, all third parties have complied with such requirements in the past:
- 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
- 3.2 Except as provided in paragraph 2.1.5, the Seller does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by or on behalf of the Seller including by Bonhams.
 No such Description or Estimate is incorporated into this Contract for Sale.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

- 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

5.1

- 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

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

8 FAILURE TO PAY FOR THE LOT

- 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.
- 3.2 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 Bidaling 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:
- 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
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- We do not make or give and do not agree to make 1.6 or give any contractual promise, undertaking, obligation, Guarantee, warranty, representation of fact in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

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

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

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- 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.

CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

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- 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*

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

10 OUR LIABILITY

- 10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in respect of it, made by us or on our behalf or by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.
- 10.2 Our duty to you while the Lot is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the Lot or to other persons or things caused by:
- 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 *Lot* and that invoice has been paid; and

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

- 12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 12.8 In this agreement "including" means "including, without limitation".
- 12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 12.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of Bonhams, it will also operate in favour and for the benefit of Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

13 GOVERNING LAW

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

- "Bidder" a person who has completed a Bidding Form.
- "Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.
- "Bonhams" Bonhams 1793 Limited or its successors or assigns. Bonhams is also referred to in the Buyer's Agreement, the Conditions of Business and the Notice to Bidders by the words "we", "us" and "our".
- "Book" a printed Book offered for Sale at a specialist Book Sale.
- "Business" includes any trade, Business and profession.
- "Buyer" the person to whom a Lot is knocked down by the Auctioneer. The Buyer is also referred to in the Contract for Sale and the Buyer's Agreement by the words "you" and "your".
- **"Buyer's Agreement"** the contract entered into by *Bonhams* with the *Buyer* (see Appendix 2 in the *Catalogue*).
- **"Buyer's Premium"** the sum calculated on the *Hammer Price* at the rates stated in the *Notice to Bidders*.
- "Catalogue" the Catalogue relating to the relevant Sale, including any representation of the Catalogue published on our Website.
- "Commission" the Commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form. "Condition Report" a report on the physical condition of a Lot provided to a Bidder or potential Bidder by Bonhams on behalf
- "Conditions of Sale" the Notice to Bidders, Contract for Sale, Buyer's Agreement and Definitions and Glossary.
- "Consignment Fee" a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business.
- "Consumer" a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.
- "Contract Form" the Contract Form, or vehicle Entry form, as applicable, signed by or on behalf of the Seller listing the Lots to be offered for Sale by Bonhams.
- "Contract for Sale" the Sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue).
- "Contractual Description" the only Description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds.
- "Description" any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the *Hammer Price*)
- **"Entry"** a written statement in the *Catalogue* identifying the *Lot* and its *Lot* number which may contain a *Description* and illustration(s) relating to the *Lot*.
- "Estimate" a statement of our opinion of the range within which the hammer is likely to fall.
- "Expenses" charges and Expenses paid or payable by Bonhams in respect of the Lot including legal Expenses, banking charges and Expenses incurred as a result of an electronic transfer of money, charges and Expenses for loss and damage cover, insurance, Catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the Lot for Sale, storage charges, removal charges, removal charges or costs of collection from the Seller as the Seller's agents or from a defaulting Buyer, plus VAT if applicable.
- "Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the Sale had a value materially less than it would have had if the Lot had not been such an imitation, and which is not stated to be such an imitation in any description of the Lot. A Lot will not be a Forgery by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the Lot, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the Lot as one conforming to the Description of the Lot.
- "Guarantee" the obligation undertaken personally by Bonhams to the Buyer in respect of any Forgery and, in the case of specialist Stamp Sales and/or specialist Book Sales, a Lot made up of a Stamp or Stamps or a Book or Books as set out in the Buyer's Agreement.
- "Hammer Price" the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer*.

- "Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.
- "Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.
- "Lot" any item consigned to Bonhams with a view to its Sale at auction or by private treaty (and reference to any Lot will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for Sale as one Lot).
- "Motoring Catalogue Fee" a fee payable by the Seller to Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of Sales of motor vehicles.
- "New Bond Street" means Bonhams' saleroom at 101 New Bond Street, London W1S 1SR.
- "Notional Charges" the amount of Commission and VAT which would have been payable if the Lot had been sold at the Notional Price.
- "Notional Fee" the sum on which the Consignment Fee payable to Bonhams by the Seller is based and which is calculated according to the formula set out in the Conditions of Business
- "Notional Price" the latest in time of the average of the high and low *Estimates* given by us to you or stated in the *Catalogue* or, if no such *Estimates* have been given or stated, the *Reserve* applicable to the *Lot*.
- "Notice to Bidders" the notice printed at the back or front of our Catalogues.
- "Purchase Price" the aggregate of the Hammer Price and VAT on the Hammer Price (where applicable), the Buyer's Premium and VAT on the Buyer's Premium and any Expenses.
- "Reserve" the minimum price at which a *Lot* may be sold (whether at auction or by private 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 ${\it Lot}$ 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.
- (2) In a contract of sale, other than one to which subsection(3) below applies, there is also an implied term that-
 - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
 - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
 - (a) the seller;
 - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
 - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

Bonhams Specialist Departments

19th Century Paintings

Charles O' Brien +44 20 7468 8360 U.S.A Madalina Lazen +1 212 644 9108

20th Century British Art Matthew Bradbury +44 20 7468 8295

Aboriginal Art

Francesca Cavazzini +61 2 8412 2222

African, Oceanic & Pre-Columbian Art

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

American Paintings Kayla Carlsen

+1 917 206 1699
Antiquities

Siobhan Quin +44 20 7468 8225

Antique Arms & Armour

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

Art Collections, Estates & Valuations

Harvey Cammell +44 (0) 20 7468 8340

Art Nouveau & Decorative Art & Design

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

Australian Art

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

Australian Colonial Furniture and Australiana +61 2 8412 2222

Books, Maps & Manuscripts

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

British & European Glass

UK John Sandon +44 20 7468 8244 U.S.A. Suzy Pai +1 415 503 3343 **British Ceramics**

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California & American Paintings

Scot Levitt +1 323 436 5425

Carpets

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Chinese & Asian Art

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Clocks

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Coins & Medals

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

Contemporary Art

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

Entertainment Memorabilia

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