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The Marine Sale

Montpelier Street, London | 17 October 2018





WILLIAM WALKER



The Marine Sale

Montpelier Street, London | Wednesday 17 October 2018 at 2pm

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Please see page 4 for bidder information including after-sale collection and shipment

Please see back of catalogue for important notice to bidders

ILLUSTRATIONS

Front cover: Lot 37
Inside front cover: Lot 88
After end paper: Lot 74
Back cover: Lot 5
Inside back cover: Lot 80
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Index: Lot 86

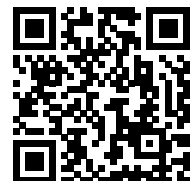
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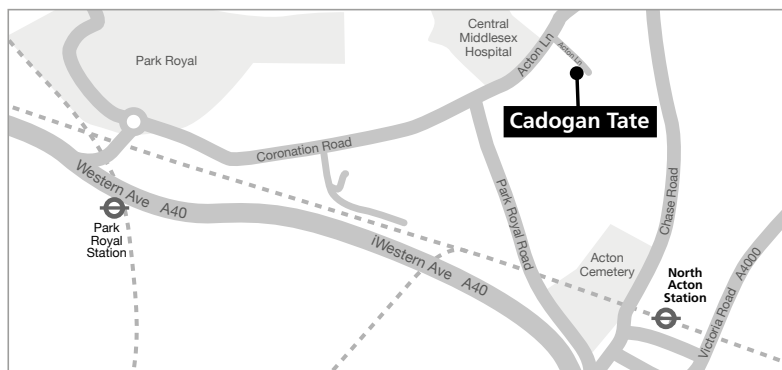
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£6.05 per day + VAT

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† 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

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(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.

1 YΦ

A CARVED WHALE BONE AND IVORY WALKING STICK, ENGLISH, MID 19TH CENTURY,

the handle with carved ivory Turkish knot and five rings of baleen, the bone stick carved with diamond and spiral patterns, 34in (87cm) long

£600 - 800
€670 - 890
US\$780 - 1,000

2

A SAIL MAKER'S WHALEBONE SEAM RUBBER, ENGLISH, MID 19TH CENTURY,

carved and turned from a single piece of whale bone, 4 1/4in (11cm) long

£200 - 300
€220 - 330
US\$260 - 390

Seam rubbers were part of a sail maker's tool kit. They were used to smooth and flatten the seams of heavy canvas sailcloth, where two pieces were joined or the edges were hemmed before they were sewn.

For similar seam rubber, see *A Treasury of American Scrimshaw*, McMannus (Michael), Penguin Studio, N.Y., p. 116.

3 YΦ

A WHALE BONE AND IVORY WALKING STICK, ENGLISH, MID 19TH CENTURY,

with ivory handle mounted with silver badge and band, the bone shaft with double twist carved decoration, 35 1/2in (90cm) long

£800 - 1,200
€890 - 1,300
US\$1,000 - 1,600

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



1

2

3



4

**A FINE PRISONER-OF-WAR BONE
MODEL OF THE 100-GUN FIRST CLASS
SHIP-OF-THE-LINE H.M.S. CALEDONIA,
ENGLISH/FRENCH, EARLY 19TH
CENTURY,**

the pinned and planked hull with horse-shoe shaped galleried stern, three masts with standing and running rigging, deck details include skylights, belaying rails, gratings, ship's bell under canopy, capstan, break head and carved bone warrior figurehead, on shaped bone with horn inlay and apron painted to simulate drapes, in modern glazed display case, sold together with this lot is a letter and description supplied by the Parker Gallery, London dated 18th July 1984, the model 9 1/2 x 13 x 4in (24 x 33 x 10cm)

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

The correspondence from the Parker Gallery indicates that this model is of Admiral Lord Gambier's flagship H.M.S. *Caledonia* launched at Davenport in 1808. However this impressive ship-of-the-line was designed to carry 120 guns whilst this model only displays 100.







5

A LARGE PRISONER OF WAR BONE MODEL OF A 70-GUN-SHIP-OF-THE-LINE, FRENCH, EARLY 19TH CENTURY,

the pinned and planked hull with horn strakes, horse-shoe shaped stern panel decorated with figures playing wind instruments and with three stern lanterns and balustrade gallery, the deck with skylights, gratings, capstan, ship's long boat and ores, bell and canopy, stove-pipe and bow with carved figurehead, three masts with standing and running rigging, on modern wooden stand, the model *19in x 25 1/2in (49cm x 65cm)* in modern glazed display case *22in x 31 3/4in (56cm x 81cm)*

£20,000 - 30,000

€22,000 - 33,000

US\$26,000 - 39,000



6

CHARLES EDWARD DIXON (BRITISH, 1872-1934)

'The Lucitania coming up New York Harbour', together with three further works by the same hand

signed with initials 'CD' and inscribed with title (lower left)

watercolour

each 17.5 x 13.5cm (6 7/8 x 5 5/16in).(4)

£1,200 - 1,800

€1,300 - 2,000

US\$1,600 - 2,300

Provenance

With Messum's Fine Art, no. X.506.





7



7

7

THOMAS BUSH HARDY (BRITISH, 1842-1897)

Two views of shipping in Portsmouth harbour
 the first signed and dated 'T.B.Hardy 1896' (lower right), inscribed
 'Portsmouth' (lower left); the second signed and dated 'T B Hardy
 1896' (lower right)
 watercolour
 the first 30.5 x 21cm (12 x 8 1/4in); the second 26.5 x 21cm (10 7/16
 x 8 1/4in). (2)

£800 - 1,200
 €890 - 1,300
 US\$1,000 - 1,600

8

THOMAS BUSH HARDY (BRITISH, 1842-1897)

'Portsmouth'
 signed, dated and inscribed 'Portsmouth/TB Hardy. 1899' (lower
 right)
 watercolour heightened with white
 32.5 x 49.5cm (12 13/16 x 19 1/2in).

£1,500 - 2,000
 €1,700 - 2,200
 US\$1,900 - 2,600



8



9

9

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

Dover pilot boat off the North Foreland
 indistinctly signed 'E.W.Cooke' and dated '1864' (lower right)
 watercolour heightened with white
 17 x 24.5cm (6 11/16 x 9 5/8in).

£800 - 1,200
 €890 - 1,300
 US\$1,000 - 1,600

Provenance

With Martyn Gregory, London.

Literature

See John Munday, 'E.W.Cooke, A Man of his Time', *Antique Collectors' Club*, Woodbridge, 1996, illustrated plate 305, page 362. A small oil version is known, also dated 1864, no. 64/21, illustrated plate 266, page 320 op. cit., the only difference being that Cooke has changed the pilot number DP5 on the sail in the oil.

John Munday believes these two pictures may have been painted 20 years before when the pilots were his subject in drawings and paintings.

We would like to thank John Munday for his help in cataloguing this lot.



10

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

'Port of Genoa'; 'The Lantern & Part of Arsenal, Genoa' the first signed 'EWCooke' (lower left), titled (lower centre), dated 'Oct.29.1845' (lower right), inscribed 'San Lorenzo./or Duomo.' (upper left), inscribed and numbered 'Ponte della Legna. 28' (upper right); the second signed 'EWCooke' and titled (lower left), dated 'nov.3.1845' (lower right), inscribed 'San Bearigno now/telegraph' (upper centre), numbered '29' (upper right)
pencil
the first 14 x 21.5cm (5 1/2 x 8 7/16in); the second 13.5 x 21cm (5 5/16 x 8 1/4in). (2)

£800 - 1,200
€890 - 1,300
US\$1,000 - 1,600

Provenance

Both with Martyn Gregory, London.



11

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

'Scheveling Pinck'; Dutch barges
the first signed 'VAN KOOK RA' (lower right), titled (lower centre); the
second signed and dated 'EW Cooke. 1857.' (lower left)
pencil

*the first 18 x 26cm (7 1/16 x 10 1/4in); the second 17.5 x 25cm (6
7/8 x 9 13/16in). (2)*

£700 - 900
€780 - 1,000
US\$910 - 1,200



12

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

Receiving hulk, Portsmouth; Blankenese on the Elbe, Denmark
 the first signed 'EWCooke' (lower right), inscribed and dated
 'Portsmouth Harbour . July 2 . 1837' (upper right); the second signed
 'EWCooke RA' (lower right), inscribed 'Blankenese on the Elbe .
 DENMARK . near Hamburg' (lower left), numbered '19' (upper right)
 pencil

*the first 14.5 x 23cm (5 11/16 x 9 1/16in); the second 15 x 24.5cm
 (5 7/8 x 9 5/8in). (2)*

£600 - 800

€670 - 890

US\$780 - 1,000

Provenance

The first with Leger Galleries, London, June 1988.

The second with Martyn Gregory, London.



13

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

Ships at rest; A quiet harbour

the first signed 'EWCooke' (lower left)

pencil

the first 9.5 x 16.5cm (3 3/4 x 6 1/2in); the second 10.5 x 17.5cm

(4 1/8 x 6 7/8in). (2)

£500 - 700

€560 - 780

US\$650 - 910



14

14

CHARLES EDWARD DIXON (BRITISH, 1872-1934)

Shipping in the Pool of London
signed and dated 'Charles Dixon/96' (lower left)
watercolour
54 x 47cm (21 1/4 x 18 1/2in).

£1,200 - 1,800
€1,300 - 2,000
US\$1,600 - 2,300



15

15

FRANK WILLIAM SCARBROUGH (BRITISH, 1860-1939)

'The Port of London'
signed 'F.W.SCARBROUGH' (lower right), inscribed with title (lower left)
watercolour
52 x 34.5cm (20 1/2 x 13 9/16in).

£800 - 1,200
€890 - 1,300
US\$1,000 - 1,600



16



17

16
WILLIAM LIONEL WYLLIE, R.A. (BRITISH, 1851-1931)
 'Medway Barge Race 1899'
 signed, dated and inscribed with title '1899/W L Wyllie' (lower left)
 watercolour
 21.5 x 34cm (8 7/16 x 13 3/8in).

£800 - 1,200
 €890 - 1,300
 US\$1,000 - 1,600

17
ATTRIBUTED TO THOMAS GOLDSWORTH DUTTON (BRITISH, CIRCA 1819-1891)
 Shipping at dusk
 bears signature and dated '1882' (lower left)
 watercolour
 23 x 53.5cm (9 1/16 x 21 1/16in).

£800 - 1,200
 €890 - 1,300
 US\$1,000 - 1,600

18

WILLIAM LIONEL WYLLIE, R.A. (BRITISH, 1851-1931)

A ship receiving a pilot through busy Thames waters
signed and dated 'W L Wyllie/1869' (lower left)

oil on canvas

86 x 148.5cm (33 7/8 x 58 7/16in).

£12,000 - 18,000

€13,000 - 20,000

US\$16,000 - 23,000

Exhibited

Probably Royal Academy, London, 1869, no. 87, titled 'Outward Bound'.





19

WILLIAM ANDERSON (BRITISH, 1757-1837)

A calm
signed and dated 'W. Anderson 1804' (lower right)
oil on panel
15.5 x 20cm (6 1/8 x 7 7/8in).

£800 - 1,200

€890 - 1,300

US\$1,000 - 1,600



20

JOHN WARD OF HULL (BRITISH, 1798-1849)

Figures by a duster, looking towards a naval cutter and frigate
oil on panel

16.5 x 23cm (6 1/2 x 9 1/16in).

£2,000 - 3,000

€2,200 - 3,300

US\$2,600 - 3,900

We would like to thank Arthur Credland for his assistance in cataloguing this lot.

21

**CIRCLE OF THOMAS WHITCOMBE
(BRITISH, CIRCA 1752-1824)**

The Battle of Navarino, 20th October 1827
oil on board
30 x 45.5cm (11 13/16 x 17 15/16in).

£6,000 - 8,000

€6,700 - 8,900

US\$7,800 - 10,000

The general peace which had prevailed after 1815 was disturbed by the Greek War of Independence which began in 1821. Anxious to accelerate the decline of Ottoman power, Britain and France supported Greece's attempt to free herself from Turkish rule and, in July 1827, formed an alliance with Russia to further this aim. In an attempt to secure a peaceful settlement, a British squadron under Vice-Admiral Codrington was despatched with orders to meet the Turkish fleet lying in Navarino Bay, on the Morean coast of Greece, where it was soon joined by units of the French and Russian fleets. By mid-October Codrington found himself in overall command of an allied fleet of twenty-seven warships, including eleven ships-of-the-line, with a combined Turko-Egyptian fleet of sixty-five ships, including three battleships and forty armed transports, ranged against him. Realising a lengthy blockade was impractical, Codrington decided to enforce a truce with a show of strength and, on the morning of 20th October, took his fleet into the bay and began to moor it close to where the Turkish ships lay at anchor in an extended horseshoe formation. The Turkish commander at first accused Codrington of entering the bay without permission and then, about 2.30pm., shots were fired at a boat from H.M.S. *Dartmouth*. As the situation grew tenser, some Egyptian ships opened fire and were almost immediately supported by their shore batteries. Codrington had no option but to retaliate and even before the last of his ships had come to anchor, a furious action ensued between the opposing fleets. The murderous bombardment continued until nightfall and by the following dawn, only fifteen Turkish ships remained afloat, many more having been so badly mauled they were scuttled by their own crews. Muslim casualties exceeded 4,000 and although no allied ships were actually sunk, a number were seriously damaged. Shortly afterwards and as a direct result of the Turkish defeat at Navarino, Greece attained her independence whilst the battle itself has achieved rather more enduring fame as the very last fleet action of the age of sail.





22

FRANCISCUS WRAM (ITALIAN, 19TH CENTURY)

The Battle of Camperdown, 11th October 1797, a pair the first signed and dated 'Franco. Wram 1830.' (lower right), inscribed 'Attacco della flotta Britannica comandata Amo Lord DUNCAN, sopra la flotta Ollandese comandata del Amo DE WINTER./a Mezzogiorno del di 11 Ottobre 1797.' (lower centre); the second signed and dated 'Franco Wram 1830.' (lower right), inscribed 'Vittori riportata dalla flotta Britannica sotto il Comando del Amo Lord DUNCAN, sopra la flotta Ollandese Amo DE WINTER./a sera delli 11 Ottobre 1797.' (lower centre) pencil, pen and black ink and watercolour with scratching out 49 x 74cm (19 5/16 x 29 1/8in).

£800 - 1,200
 €890 - 1,300
 US\$1,000 - 1,600

Provenance

With St. Helier Galleries Ltd., Jersey, nos. JHA 631 and JHA 633. Sale, Christie's, London, The Collection of the Late John Appleby: A Channel Island Treasure House, 4 November 2010, lot 307.

The pair are after aquatints by Robert Dodd of the battle entitled "Beginning" and "Close" published March 1798.



23 *

SAMUEL SCOTT (LONDON 1702-1772 BATH)

The Battle of Cap-Français, Forrest's Action with De Kersaint, 21st October 1757
oil on canvas
76.5 x 122.5cm (30 1/8 x 48 1/4in).

£8,000 - 12,000
€8,900 - 13,000
US\$10,000 - 16,000

Provenance

Anon. sale, Sotheby's, London, 16 November 1983, lot 14.
Acquired from the above by the present owner.

The Seven Years' War (1756-63) was the first truly global conflict of history and witnessed many relatively small naval engagements which remain largely unknown today. One such was the battle of Cap-Français fought in the Caribbean, where both the English and French navies concentrated their attention on the capture of valuable homeward-bound convoys as well as territorial conquest.

In the autumn of 1757, Admiral Thomas Cotes, in command on the Jamaica station, received intelligence that the French were assembling a large convoy for Europe at Cap-Français¹, and sent two 60-gun 4th rates, *Augusta* and *Dreadnought*, and the 64-gun 3rd rate *Edinburgh* to intercept it. Unbeknown to Cotes however, the French convoy's escort had been significantly strengthened and now comprised a squadron of seven vessels, including two powerful 74's, under the command of the Comte de Kersaint. When the three English ships appeared off the harbour at Cap-Français on 21st October, de Kersaint put to sea immediately and battle was joined. Notwithstanding the numerical disparity, the English ships were able to inflict serious damage on their opponents albeit sustaining severe damage themselves, and eventually the French retired to the safety of port. Though tactically indecisive, the unequal fight against such heavy odds made popular heroes of the three English ships' captains when they returned home, one of whom was Maurice Suckling, Nelson's uncle.

¹ Cap-Français was on the French-occupied island of Saint-Domingue (Hispaniola) and is now Cap-Haïtien, on the northern coast of Haiti.



24

WILLIAM JOHN HUGGINS (BRITISH, 1781-1845)

A three-decked ship-of-the-line bearing away from Jamestown, St. Helena, with her escorting frigate firing a farewell salute indistinctly signed 'W J Huggins' (lower left)

oil on canvas

66 x 106cm (26 x 41 3/4in).

£8,000 - 12,000

€8,900 - 13,000

US\$10,000 - 16,000

Provenance

With The Parker Gallery, London, featured as no. 677 in accompanying gallery catalogue.

Purchased from the above circa 1960s, and thence by descent.



25

**ATTRIBUTED TO JOHN WILSON CARMICHAEL (BRITISH,
1800-1868)**

Sailing vessels, naval and merchant, wallowing in heavy seas

oil on canvas

60 x 91cm (23 5/8 x 35 13/16in).

£3,000 - 5,000

€3,300 - 5,600

US\$3,900 - 6,500



26



27

26

WILLIAM CALLCOTT KNELL (BRITISH, 1830-1876)

Sunset in the Downs
signed and indistinctly dated 'W.Callcott Knell/18--' (lower left)
oil on canvas
43.5 x 68.5cm (17 1/8 x 26 15/16in).

£2,000 - 3,000
€2,200 - 3,300
US\$2,600 - 3,900

27

WILLIAM CALLCOTT KNELL (BRITISH, 1830-1876)

Shipping in a squall
signed 'W.C.Knell' (lower left)
oil on canvas
51 x 92cm (20 1/16 x 36 1/4in).

£1,200 - 1,800
€1,300 - 2,000
US\$1,600 - 2,300



28



29

28

CHARLES MARTIN POWELL (BRITISH, 1775-1824)

A Dutch kaag with other shipping off a sand bar
signed with initials 'CMP' (lower right)

oil on panel

18.5 x 25cm (7 5/16 x 9 13/16in).

£1,200 - 1,800

€1,300 - 2,000

US\$1,600 - 2,300

29 *

FREDERICK CALVERT (BRITISH, C.1785 - 1844)

Shipping off a fortified city
signed 'F Calvert' (lower right)

oil on canvas

30 x 40.5cm (11 13/16 x 15 15/16in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900



30



31

30

PIETER LOFVERS (DUTCH, 1710-1788)

Dutch men-of-war off a coast
signed with monogram and dated 'PL 1776' (lower right)
oil on panel
28.5 x 37cm (11 1/4 x 14 9/16in).

£2,000 - 3,000
€2,200 - 3,300
US\$2,600 - 3,900

31

PIETER LOFVERS (DUTCH, 1710-1788)

A Dutch yacht and other shipping off a coast
signed with monogram 'PL' (lower right)
oil on panel
28.5 x 37cm (11 1/4 x 14 9/16in).

£2,000 - 3,000
€2,200 - 3,300
US\$2,600 - 3,900



32 *

LIEUTENANT THOMAS YATES (BRITISH, DIED 1796)

The East Indiaman *London* in several positions off Dover
oil on canvas
80.5 x 126.5cm (31 11/16 x 49 13/16in).

£3,000 - 5,000
€3,300 - 5,600
US\$3,900 - 6,500

Provenance

Anon. sale, Christie's, London, 22 June 1979, lot 3.
With The Parker Gallery, London.

Literature

E. H. H. Archibald, *The Dictionary of Sea Painters of Europe and America*, Suffolk, 2000, illustrated p.356, pl.291.

Thomas Yates would make the rank of Lieutenant in 1882, at which point he left the navy to pursue a career as a painter. Several of his works were exhibited in London, including at the Royal Academy.

Upon the death of his uncle - noted London comic actor Richard Yates (1706-1796) - Lieutenant Thomas Yates, as his closest relative, would stake claim to his uncle's wealth. A disagreement ensued between Yates and his late uncle's housekeeper, Elizabeth Jones, as to whom was the rightful heir to his property. In a bizarre turn of events, having been locked out of his uncle's house by two men hired by Jones, he was shot and killed trying to climb in through a window. It is claimed that he was shot having been confused for a burglar, however, whilst this was happening Yates's wife was on her way back to the house with a police constable sent for by her husband as he believed that these men were a threat to him. The case caused a great stir in Georgian London, with one of the men being found guilty of manslaughter and Jones being granted the estate.

33 *

THOMAS BUTTERSWORTH (BRITISH, 1768-1828)

The East Indiaman *Rose* off Portsmouth
signed 'T Buttersworth' (lower left)
oil on canvas
71.5 x 106.5cm (28 1/8 x 41 15/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

Provenance

With Lane Fine Art, London.

Property from a private collection, Greenwich, Connecticut.





34

34

**CIRCLE OF FRANCIS HOLMAN
(BRITISH, 1729-1790)**

A British naval frigate on approach to Greenwich
oil on panel
27 x 36cm (10 5/8 x 14 3/16in).

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

35

WILLIAM ANDERSON (BRITISH, 1757-1837)

A fond farewell before the squadron sets sail
oil on canvas
51 x 64cm (20 1/16 x 25 3/16in).

£2,000 - 3,000
€2,200 - 3,300
US\$2,600 - 3,900

This picture was authenticated by the late E.H.H. Archibald, curator of pictures at the National Maritime Museum, Greenwich.

36

WILLIAM ANDERSON (BRITISH, 1757-1837)

Differently rigged Dutch craft in choppy seas offshore
signed and dated '1793/WmAnderson' (lower right)
watercolour
17.5 x 22cm (6 7/8 x 8 11/16in).

£600 - 800
€670 - 890
US\$780 - 1,000

Provenance
With John Spink, London, 2001.



35



36

37 *

**JOHN CLEVELEY THE ELDER
(SOUTHWARK CIRCA 1712-1777 DEPTFORD)**

H.M.S. *Tryall* in three positions off Antigua strengthened signature and date 'I. Cleveley Pinx: 1764.' (lower left) oil on canvas
89.5 x 134cm (35 1/4 x 52 3/4in).

£60,000 - 80,000
€67,000 - 89,000
US\$78,000 - 100,000

Provenance

Almost certainly commissioned by Commander James Wallace, later Admiral Sir James Wallace (1731-1803), as a memento of his first command, H.M.S. *Tryall*, to which he was appointed in April 1763. Private collection, U.S.A.

Strategically placed on the furthest eastern edge of the so-called West Indies and situated well away from the much larger Spanish-occupied islands to the north-west, Antigua was commonly called Britain's "Gateway to the Caribbean" in the seventeenth and eighteenth centuries. Discovered by Columbus in 1493 and named after the church of Santa Maria la Antigua in Seville, it was colonised by English settlers in 1632 and although raided by the French in 1666, remained a British possession until modern times. Ships of the Royal Navy had begun using the island's 'English Harbour' as a safe haven in the seventeenth century and Fort Berkeley was built in 1704 to defend it. A sizeable naval yard was established in the 1730s and expanded in the next decade, largely as a result of the War of the Austrian Succession (1740-48) when, once again, England and France found themselves in conflict. For any ship-of-war operating in the West Indies therefore, Antigua played an important role not only as a safe anchorage but also boasting some of the best dockyard facilities in the region.

On 6th August 1743, the Admiralty ordered two new sloops to a design by Joseph Allin, the master shipwright at Deptford Dockyard, both of which were to be built on the Thames – the *Hind* at Blackwall and the *Vulture* at Limehouse. Before the month was out, orders for two similar vessels followed but this second pair was to be built at Deptford under the supervision of Allin himself. The two sloops, named *Jamaica* and *Tryall*, were essentially identical and were constructed in tandem; both keels were laid on 15th September 1743, both vessels were named on 13th July 1744, and both were completed for sea in quick succession, *Tryall* on 9th August 1744, a month after her sister *Jamaica*. Measuring a mere 91½ feet in length with a 26 foot beam, each was armed with 10-6pdrs. and also carried 14-½pdr. swivels. Despite this light armament however, these little sloops were fast and rendered much valuable service during their respective careers.

Tryall's career began inauspiciously when, in November 1745, she ran ashore on Holy Island, Northumberland but was fortunately salvaged. After repairs, she returned to sea and in 1749 was sent to the Mediterranean, followed by a spell in Nova Scotia. Laid up in 1752, she was refitted in 1754 and sent out to the Leeward Islands where she was based at Antigua until returning home in 1757. Sent to Jamaica in 1758, she was home again by 1761 when she was reportedly "cruising in Home Waters". Paid off in 1762 or 63, as the hostilities with France were coming to an end, she was recommissioned under Commander James Wallace in April 1763 and dispatched to the Caribbean where she remained until late 1767 when she came home for major repairs at Deptford. After that work was completed in October 1768, she was sent to Jamaica for her final commission, paid off for the last time in 1772 and broken up at Woolwich in 1775-76.







38

NICHOLAS CONDY (BRITISH, 1799-1857)

'The *Falcon*, the Earl of Yarborough's yacht'
 signed and inscribed 'N. Condy Jun' (lower right), inscribed with
 title and further inscribed 'N. Condy Jun Pinx' / Devonshire Terrace/
 Plymouth' (on board verso)
 oil on board
 20 x 25.5cm (7 7/8 x 10 1/16in).

£1,500 - 2,000
€1,700 - 2,200
US\$1,900 - 2,600

Launched in June 1824, the widely celebrated *Falcon* was built for Lord Yarborough in List's yard at Wootton Bridge, Fishbourne, Isle of Wight, at a cost of £18,000. Though designed as a purely private yacht, her full-rig and general appearance prompted one spectator to remark that she more resembled a "20-gun ship-of-war", and she undoubtedly proved a highly impressive flagship to the Royal Yacht Squadron, a role she occupied for over ten years. It is notable that one of the main objectives of the R.Y.S.'s pioneers - and of far greater importance than the annual regatta at Cowes - was to improve the form and sailing qualities of British warships and, to that end, *Falcon* was the most successful of several experimental craft of her time. Yarborough, the R.Y.S.'s first commodore, was a particularly colourful character in the early history of yachting and employed fifty-four "choice" hands under the command of a naval officer to crew *Falcon* whenever she raced.

A serious accident at sea followed by illness prompted Lord Yarborough to dispose of *Falcon* and in 1836 she was sold to Captain Clifton, on whose behalf Baring Brothers had financed the purchase for £5,500. Fitted with 48hp. paddle propulsion, she sailed for India in January 1838, but had the engine removed upon her arrival at Calcutta when she was resold to Jardine, Matheson & Co. Her new owners put her straight onto the opium run to Macao where her speed enabled her to continue trading throughout the so-called 'Opium War' of 1840-42. This acknowledged speed merely added to her lustre as flagship of the Jardine fleet and once the War was over, her main port of discharge became Hong Kong following the island's acquisition by British troops in 1841. Remaining a frequent sight all along the opium route until the mid-1850's, the end of her career remains shrouded in mystery. Said by some to have been taken by mutineers and by others to have been scuttled by pirates, there is circumstantial evidence that she was wrecked off Breaker Point, a projecting headland 60 miles South of Swatow, although this has never been proven. Whatever the truth however, she was without doubt one of the most interesting ships involved in the China trade in the first half of the nineteenth century.

A somewhat similar composition by N.M. Condy, signed and dated 1844, and showing *Falcon* off the coast of China in company with other opium carriers is known in commerce.



39

WILLIAM HOWARD YORKE (AMERICAN, 1847-1921)

The *St Charles* off Anglesey
signed, dated and inscribed 'W.H.YORKE/LIVERPOOL/1889' (lower
right)

oil on canvas

60.5 x 91.5cm (23 13/16 x 36in).

£3,000 - 5,000

€3,300 - 5,600

US\$3,900 - 6,500

Provenance

This work was commissioned by the Captain of *St Charles*, Martin
Chapman, c.1890, thence by descent to the current owners.

On the 13th May 1892 *St Charles* set sail from Nainamo, Vancouver
Island, destined for San Francisco. However, on the morning of the
17th May she suffered an explosion on board whilst two members
of the crew were retrieving potatoes from the lower holds. It is
believed that the lamp they were carrying ignited coal gas that had
been accumulating over the first few days of the journey. The two

men were badly injured, and Captain Chapman, whose quarters
were directly above the explosion, suffered a broken spine. The ship
was devastated and quickly caught alight. All nineteen crewmen
evacuated between three lifeboats. Two-hundred miles off the coast
and with no compass, the crew miraculously managed to navigate
themselves back to the coast, landing at Cape Foulweather, Oregon.
Captain Chapman would die of his injuries shortly after arriving to
shore.

Born in New Brunswick, U.S.A., William Howard Yorke (1847-1921)
trained under his father, the marine painter William Gay Yorke (1817-
c.1882). He moved to Liverpool at a young age where he developed
his trade as a ship portraitist, working on a commission basis mainly
for ships' owners and captains. His works are held in the collections
of the National Maritime Museum, Greenwich; Merseyside Maritime
Museum, Liverpool; and the Maritime Museum, San Francisco.



40



41



42

40
WILLIAM THORNLEY (BRITISH, ACTIVE 1857-1898)

Off Folkestone, Kent
 signed and dated 'R.E. Anslow 96' (lower left)
 oil on canvas
 61 x 91.5cm (24 x 36in).

£800 - 1,200
 €890 - 1,300
 US\$1,000 - 1,600

Provenance

Anon. sale, Sotheby's, London, 5 June 1985, lot 222.

41
WILLIAM THORNLEY (BRITISH, ACTIVE 1857-1898)

A misty morning on the medway
 signed 'THORNLEY' (lower right)
 oil on canvas
 25 x 40.5cm (9 13/16 x 15 15/16in).

£1,000 - 1,500
 €1,100 - 1,700
 US\$1,300 - 1,900

42
WILLIAM THORNLEY (BRITISH, ACTIVE 1857-1898)

'Off Boulogne'
 signed 'HTHORNLEY' (lower right), titled (lower left and on canvas verso)
 oil on canvas
 41 x 61cm (16 1/8 x 24in).

£2,000 - 3,000
 €2,200 - 3,300
 US\$2,600 - 3,900



43



44



45

43

JOHN MOORE OF IPSWICH (BRITISH, 1820-1902)

Salvaging the sail cloth
signed and dated 'J.Moore/1874' (lower left)
oil on canvas
61 x 91.5cm (24 x 36in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

44

WILLIAM ADOLPHUS KNELL (BRITISH, 1802-1875)

Mixed crafts at Spithead
signed 'W A Knell' (lower right), signed and
indistinctly inscribed with title '.../a steamer...
Spithead/W.A.Knell' (on label affixed to
stretcher)
oil on canvas
45.5 x 60cm (17 15/16 x 23 5/8in).

£1,200 - 1,800
€1,300 - 2,000
US\$1,600 - 2,300

45

CHARLES MARTIN POWELL (BRITISH, 1775-1824)

Busy shipping in rough seas off the Dutch
coast
signed and dated 'CMPowell.1821' (lower
right)
oil on canvas
91.5 x 71.5cm (36 x 28 1/8in).

£3,000 - 5,000
€3,300 - 5,600
US\$3,900 - 6,500



46

JAMES MEADOWS, SNR. (BRITISH, 1788-1864)

Salvaging off a coastal town
signed and dated 'J MEADOWS. Senr/1861' (lower right)
oil on canvas
60.5 x 106.5cm (23 13/16 x 41 15/16in).

£1,000 - 2,000

€1,100 - 2,200

US\$1,300 - 2,600



47

JAMES MEADOWS, SNR. (BRITISH, 1788-1864)

Hauling in the nets

signed and dated 'J.MEADOWS./1856' (lower right)

oil on canvas

62 x 107cm (24 7/16 x 42 1/8in).

£2,000 - 3,000

€2,200 - 3,300

US\$2,600 - 3,900



48



49

48
JOHN MOORE OF IPSWICH (BRITISH, 1820-1902)
 Off Harwich
 signed and dated 'J Moore 1886' (lower left)
 oil on canvas
 51 x 76cm (20 1/16 x 29 15/16in).

£2,000 - 3,000
 €2,200 - 3,300
 US\$2,600 - 3,900

Provenance
 With Royal Exchange Art Gallery, London.

49
CHARLES AUGUSTUS MORNEWICK (BRITISH, CIRCA 1793-1874)
 Unloading a Dutch barge at a ferry crossing
 signed and dated 'C.A Mornewick 1864' (lower left)
 oil on canvas
 51 x 69cm (20 1/16 x 27 3/16in).

£1,500 - 2,000
 €1,700 - 2,200
 US\$1,900 - 2,600



50



51

50

WILLIAM EDWARD WEBB (BRITISH, 1862-1903)

'On the Beach, Peel'

signed 'W.WEBB' (lower right), inscribed with title (on canvas verso)

oil on canvas

40.5 x 61cm (15 15/16 x 24in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

51

WILLIAM EDWARD WEBB (BRITISH, 1862-1903)

'Cornish Fishing Boats'

signed 'W.WEBB' (lower right), inscribed with title (on canvas verso)

oil on canvas

41 x 61cm (16 1/8 x 24in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

52

SIR OSWALD WALTERS BRIERLY (BRITISH, 1817-1894)

A trading schooner overhauling a first rate off Garrison Point,
Sheerness
oil on canvas
81.5 x 122cm (32 1/16 x 48 1/16in).

£8,000 - 12,000

€8,900 - 13,000

US\$10,000 - 16,000

Provenance

With Frost and Reed, London, no. 6312.

With Poulsen Galleries, Pasadena.

Anon. sale, Bonhams, London, 15 August 2002, lot 395.

Purchased from the above sale by the present owner.

Born in Chester in 1817, Brierly became one of the most travelled of professional painters. In 1841, he sailed for Sydney in the yacht *Wanderer* and settled for a time in Auckland, New Zealand. In 1848 the the Royal Naval surveyor Captain Owen Stanley offered to take him in H.M.S. *Rattlesnake* on a survey of the north and east coasts of Australia, and he went on two voyages, keeping a valuable record with his drawings. In 1850 Captain the Hon. Harry Keppel invited Brierly aboard H.M.S. *Meander*, which cruised in the Pacific and off the west coast of South America, before returning to England via the Straits of Magellan in July 1851. In 1854 Keppel was to accompany the Baltic fleet and asked Brierly to come with him and in 1855 he again accompanied Keppel, this time to the Black Sea for the final operations of the war. The Duke of Edinburgh asked Brierly to accompany him on a voyage around the world, which lasted from February 1867 to June 1868 and later on that year Brierly accompanied the Prince and Princess of Wales on a tour of the Nile and the Black Sea. Brierly exhibited at the Royal Academy between 1839 and 1872 and, following the death of John Christian Schetky in 1874, became Marine Painter in Ordinary to the Queen. In 1881 he became Curator of the Painted Hall and Greenwich Hospital collections and was knighted in 1885. Brierly's oil paintings are rare and his main contributions were the watercolours from which so many lithographs were made.





53

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

'A Rocky Shore'

signed and dated 'C Napier Hemy./1878' (lower right), inscribed with
titled, signed and further inscribed 'CNapier Hemy/Myrtle Lodge/
Northend/Fulham/London.' (on canvas verso)

oil on canvas

50.5 x 76.5cm (19 7/8 x 30 1/8in).

£4,000 - 6,000

€4,500 - 6,700

US\$5,200 - 7,800

Provenance

Anon. sale, Phillips, Bath, 27 May 1996, lot 733.



54 *

ARTHUR JOSEPH MEADOWS (BRITISH, 1843-1907)

'The mouth of the Tagus, Lisbon'
signed and dated 'ArthurJMeadows/1881' (lower left), inscribed with
title, signed and further inscribed 'Arthur.J.Meadows/---/The port
from which Vasco da Gama the dis-coveer/set sail---' (on artist's
label affixed to stretcher verso)

oil on canvas

61.5 x 107cm (24 3/16 x 42 1/8in).

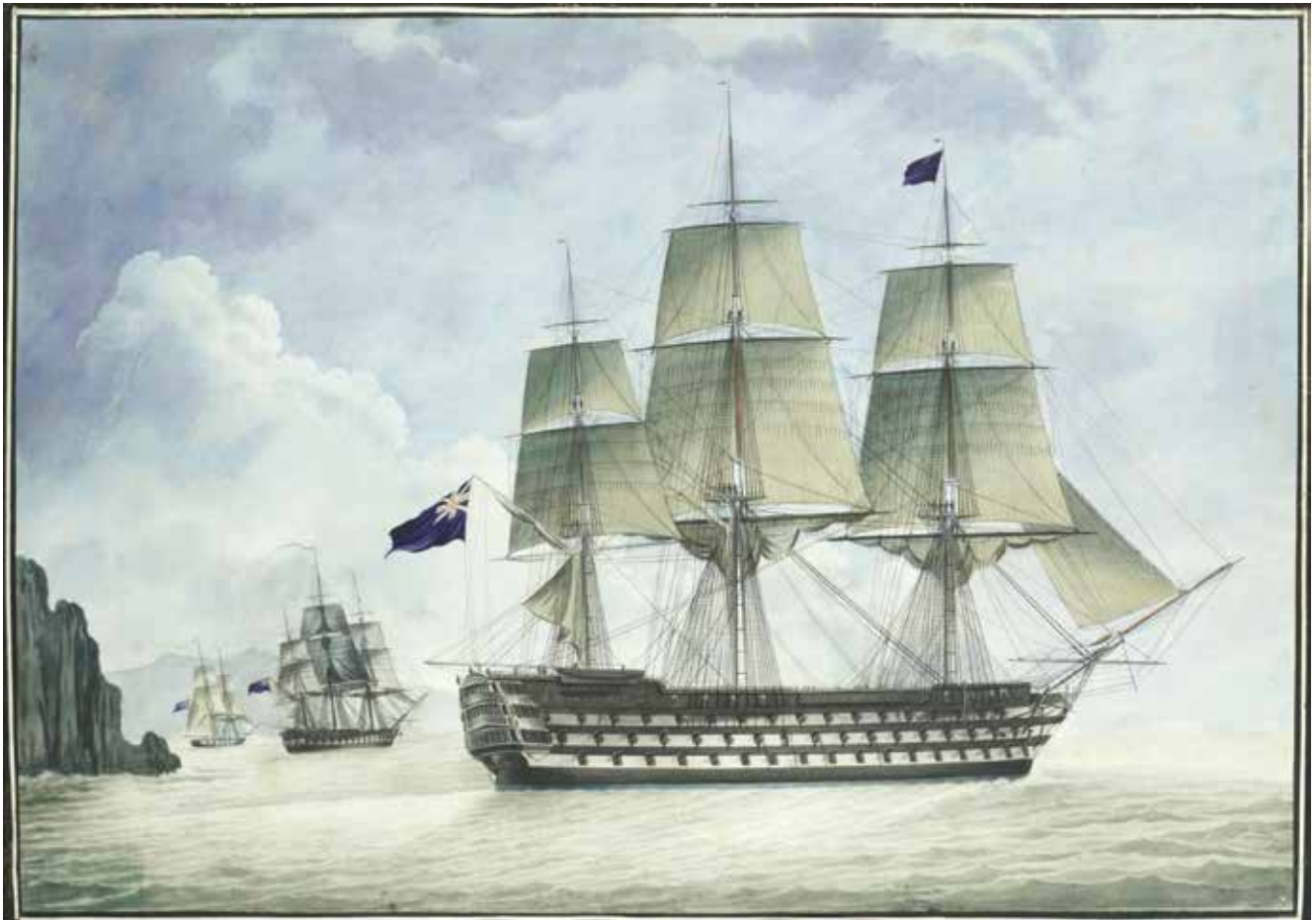
£5,000 - 8,000

€5,600 - 8,900

US\$6,500 - 10,000

Provenance

With The Cooling Galleries, London.



55

NICHOLAS S. CAMMILLIERI (MALTESE, FL. EARLY/MID 19TH CENTURY)

H.M.S. *Britannia*
signed and dated 'Cammillieri 1830' (lower right)
watercolour and black ink
51.5 x 71.5cm (20 1/4 x 28 1/8in).

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

Designed by Sir William Rule in 1812 and laid down in Plymouth dockyard in December 1813 although not launched until 1820, H.M.S. *Britannia* – 120 guns – was one of the biggest first rates of her day. Finally completed late in 1822, she was a majestic three-decker of 2,616 tons and carried a crew of 594 officers and men, 66 boys and 160 marines. First commissioned in January 1823, she remained in Plymouth for several years as one of the harbour's guardships and then did some short spells of service

in the Mediterranean before becoming flagship at Portsmouth in 1836. After further commissions in the Mediterranean, she returned to Portsmouth in 1850 to become Guardship-of-the-Ordinary and remained there until 1854 when, following the outbreak of the Crimean War, she was sent to the Black Sea as flagship to Vice-Admiral Dundas. Action there included leading the Anglo-French fleet in to bombard Sebastopol on 17th October 1854 but, when peace was concluded, she came home to Portsmouth where she was laid up until recommissioned on 1st January 1859 as the first training ship for naval cadets. Her original moorings in Haslar Creek (Portsmouth) and then Portland proving unsuitable, she was eventually moved to Dartmouth in 1863 where she lay until broken up in 1869, her name by then synonymous with the Royal Navy's principal officer training establishment.

Given the date of 1830, this work was almost certainly completed whilst H.M.S. *Britannia* was on tour in the Mediterranean from 1830-31. This would explain how Cammillieri, the Maltese artist whom also worked in Italy, would have come into contact with the ship.



56

JOHN SCOTT (BRITISH, 1802-1885)

The barque *Petunia* off Tynemouth
signed and dated 'J.SCOTT/1866.' (lower right)
oil on canvas
66.5 x 107cm (26 3/16 x 42 1/8in).

£1,200 - 1,800

€1,300 - 2,000

US\$1,600 - 2,300

Provenance

Commissioned by the ship owner, Captain J. D. Clink, and thence by descent to the present owner.

The National Maritime Museum, Greenwich, are in possession of a very similar work by Scott painted in the same year and once again depicting *Petunia*.



57

FRANÇOIS-ÉTIENNE MUSIN (BELGIAN, 1820-1888)

The beach at Nieuport on the Flemish coast
signed 'Francois Musin' (lower right)
oil on canvas
77 x 129.5cm (30 5/16 x 51in).

£7,000 - 10,000

€7,800 - 11,000

US\$9,100 - 13,000

Provenance

Anon. sale, Sotheby's, London, 19 June 1991, lot 1.



58 *

ABRAHAM HULK (DUTCH, 1813-1897)

Sailing boats in waters off the Scheldt

signed 'A. Hulk' (lower left)

oil on canvas

29 x 44cm (11 7/16 x 17 5/16in).

£3,000 - 5,000

€3,300 - 5,600

US\$3,900 - 6,500



59



60

59

ARTHUR WILDE PARSONS (BRITISH, 1854-1931)

Off the Eddystone
signed and dated 'A.WILDE PASRONS.1903.' (lower left)
oil on canvas
51 x 76.5cm (20 1/16 x 30 1/8in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

60

WILLIAM GARTHWAITE (BRITISH, 1821-1899)

Busy shipping in a stiff breeze off Tynemouth Castle and Priory
signed and indistinctly dated 'W Garthwaite/185-' (lower right)
oil on canvas
43.5 x 61cm (17 1/8 x 24in).

£1,500 - 2,000
€1,700 - 2,200
US\$1,900 - 2,600



61



62

61 *

JOHANNES FREDERICK HULK (DUTCH, 1855-1913)

Dutch boats with Haarlem beyond
signed and dated 'J F Hulk 62' (lower left)
oil on panel
35 x 53cm (13 3/4 x 20 7/8in).

£2,000 - 3,000
€2,200 - 3,300
US\$2,600 - 3,900

62 *

PIETER CORNELIS DOMMENSEN (DUTCH, 1834-1908)

Kampen on the Zuider-Zee
signed and dated 'P.C.Dommersen.1891.' (lower right), bears artist's
wax seal (on panel verso)
oil on panel
40.5 x 60.5cm (15 15/16 x 23 13/16in).

£2,000 - 3,000
€2,200 - 3,300
US\$2,600 - 3,900





64

63

PIETER CORNELIS DOMMENSEN (DUTCH, 1833-1918)

On the Zuiderzee, a pair
 both signed and dated 'P.C.Dommersen.1902.' (lower left), both bear
 artist's wax seal (on panel verso)
 oil on panel
 29.5 x 40cm (11 5/8 x 15 3/4in).(2)

£2,000 - 3,000
€2,200 - 3,300
US\$2,600 - 3,900

64

CLARKSON STANFIELD, R.A. (BRITISH, 1793-1867)

Texel Island, Holland
 signed with monogram (lower left)
 oil on canvas
 41.5 x 61.5cm (16 5/16 x 24 3/16in).

£2,000 - 3,000
€2,200 - 3,300
US\$2,600 - 3,900

Fragments of what appears to be the artist's original label are affixed
 to the back of the work.

65 TP

FRANÇOIS-ÉTIENNE MUSIN (BELGIAN, 1820-1888)

The Battle of Trafalgar

signed 'f. musin' (lower right)

oil on canvas

170.5 x 255cm (67 1/8 x 100 3/8in).

£30,000 - 50,000

€33,000 - 56,000

US\$39,000 - 65,000

Exhibited

The Royal Hibernian Academy, Dublin, 1869, no.176.

Please note that as with most of Musin's battlescapes, this work is unlikely to be based upon a specific moment during the conflict.





66

66

**WILLIAM RAYMOND DOMMERSEN
(DUTCH, 1850-1927)**

Evening on an estuary with moored shipping
signed and dated 'WRDommersen .1890.'
(lower right)
oil on canvas
28 x 38cm (11 x 14 15/16in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

67

**PIETER CORNELIS DOMMERSEN
(DUTCH, 1834-1908)**

On the Isle of Arneland, Holland
signed and dated 'P.C.Dommersen.1896.'
(lower right), bears artist's wax seal (on panel
verso)
oil on panel
27.5 x 37.5cm (10 13/16 x 14 3/4in).

£1,000 - 2,000
€1,100 - 2,200
US\$1,300 - 2,600

68

**DUTCH SCHOOL (EARLY 19TH
CENTURY)**

Fishermen on the shore with ships setting sail
beyond
bears initials and dated 'BEK 1825' (lower
left)
oil on canvas
31 x 37cm (12 3/16 x 14 9/16in).

£2,000 - 3,000
€2,200 - 3,300
US\$2,600 - 3,900



67



68



69



70



71

69

LAURITS BERNHARD HOLST (DANISH, 1848-1934)

Danish naval vessels firing a salute
signed 'L Holst 86' (lower right)
oil on canvas
43 x 68.5cm (16 15/16 x 26 15/16in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

70

FRITZ STOLTENBERG (GERMAN, 1855-1921)

Shipping off Kiel
signed 'FRITZ STOLTENBERG' (lower left)
oil on board
33.5 x 47.5cm (13 3/16 x 18 11/16in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Stoltenberg studied fine art in Weimar, Munich and Kassel, supplementing his studies with numerous trips throughout Europe. It is on these trips that he developed a preference for naturalistic *en plein air* painting which would ultimately lead to his time in 1884 with the influential Skagen group of painters based in Skagen, Denmark. Shortly after this he moved back to his native city of Kiel where he developed his career as an artist, with his works regularly appearing in popular weekly magazines. In 1894 he co-founded the Schleswig-Holstein Cultural Association which he would chair until 1900.

71

CHARLES JOHN DE LACY (BRITISH, 1856-1936)

The *Alice de Lacy* off Gravesend
signed 'C. J. DE LACY' (lower left)
oil on canvas
77 x 128cm (30 5/16 x 50 3/8in).

£3,000 - 5,000
€3,300 - 5,600
US\$3,900 - 6,500



72



73

72

THOMAS ROSE MILES (BRITISH, ACTIVE 1869-1906)

'A surface run of submarines'
signed and inscribed 'T R Miles.N.B.A.' (lower left), inscribed with title
and signed 'T R Miles N.B.A.' (on canvas verso)
oil on canvas
41 x 61cm (16 1/8 x 24in).
unframed

£1,200 - 1,800
€1,300 - 2,000
US\$1,600 - 2,300

73 AR

GEOFFREY WILLIAM HUNT (BRITISH, BORN 1948)

A warship under moonlight
signed and dated 'GEOFF/HUNT/1985' (lower left)
gouache
41 x 57.5cm (16 1/8 x 22 5/8in).

£800 - 1,200
€890 - 1,300
US\$1,000 - 1,600



74 AR

MONTAGUE DAWSON (BRITISH, 1890-1973)

The Tribal-class destroyer H.M.S. *Eskimo* in pursuit, guns ablaze signed 'MONTAGUE DAWSON' (lower left)
oil on canvas
61.5 x 92cm (24 3/16 x 36 1/4in).

£12,000 - 18,000

€13,000 - 20,000

US\$16,000 - 23,000

H.M.S. *Eskimo* was one of twenty-seven Tribal-class destroyers, each named after native peoples of the British Empire, armed with 4 twin 4.7-in. guns and capable of 36-knots. *Eskimo*'s keel was laid down by the High Walker Yard of Vickers Armstrong at Newcastle-on-Tyne on 5th August 1936, and she was launched on 3rd September 1937, and commissioned on 30th December 1938. Her pennant number was changed multiple times throughout her career, the first change being from L75 to F75 in 1939, and then to G75 in 1942.

H.M.S. *Eskimo*'s most notable action was under the distinguished Commander St. John Aldrich Micklethwait during the Second Battle of Narvik of the 11th April 1940. This engagement took place during the

German invasion of Norway, their intention being to gain greater control over iron ore trade from Sweden to Germany. Four German heavy destroyers took shelter in Rombaksfjord, putting up a smokescreen as defense. *Eskimo*, under the leadership of Micklethwait, navigated through the smokescreen running into plain sight of the German ships. A fierce fight then ensued, with *Eskimo* relentlessly firing upon the German ships whilst using her speed and agility to evade two fans of torpedo fire. However, one torpedo from a third fan struck, blowing off her bow. Regardless of this, *Eskimo* continued firing upon the German ships until she had incapacitated each of them. Following from the engagement she would be towed back to home soil dragging her bow, being repaired and returned to service in late 1942. Commander Micklethwait received a bar for his Distinguished Service Order in recognition of his command during the battle.

Before the end of the war H.M.S. *Eskimo* would go on to see action throughout Europe, in North Africa, the Arctic and the Indian Ocean, perhaps most notably assisting in Operation Husky of 1943, the allied invasion of Sicily. In late 1945 she returned to the U.K., was used as a target ship in 1948, before being broken up in 1949 – the last of the Tribal-class destroyers.



75^{AR}

MONTAGUE DAWSON (BRITISH, 1890-1973)

Pre-'dreadnought' battleships in line ahead formation steaming at speed through the night

signed 'MONTAGUE DAWSON' (lower left)

oil on canvas

51 x 77cm (20 1/16 x 30 5/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000

The ships depicted appear to be battleships of the 'King Edward VII' class all built and completed for sea during the first decade of the twentieth century.



76



77

76 AR

NORMAN WILKINSON (BRITISH, 1878-1971)

Fleet Action at Port Arthur, 9th February 1904

signed 'NORMAN WILKINSON' (lower right)

oil on board

35 x 57.5cm (13 3/4 x 22 5/8in).

£700 - 1,000

€780 - 1,100

US\$910 - 1,300

77 AR

NORMAN WILKINSON (BRITISH, 1878-1971)

Battle of the Yellow Sea, 10th August 1904

signed with initials 'N.W.' (lower left)

oil on board

35 x 57.5cm (13 3/4 x 22 5/8in).

£700 - 1,000

€780 - 1,100

US\$910 - 1,300

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



78



79



80

78

THOMAS BUTTERSWORTH (BRITISH, 1768-1828)

A brig-rigged sloop and lugger in a swell signed with initials 'TB' (lower right) oil on canvas
43.5 x 53.5cm (17 1/8 x 21 1/16in).

£2,500 - 3,500
€2,800 - 3,900
US\$3,200 - 4,500

Provenance

Anon. sale, Christie's, London, 17 July 1992, lot 145.
Gifted to the current owner by the Fleming family.

79

HENRY MOORE, R.A. (BRITISH, 1831-1895)

'The Traeth Maur N.Portmadee, Moonlight - Twilight' signed and dated 'H.Moore.1872-5' (lower right), inscribed with title, signed and dated 'H.Moore. 1872' (on artist's label affixed to frame verso) oil on canvas
42 x 66cm (16 9/16 x 26in).

£2,000 - 3,000
€2,200 - 3,300
US\$2,600 - 3,900

Moore studied under his father William, before attending the Royal Academy Schools. His first year in the Academy was 1853 and this would be the same year that he exhibited his first painting at the Royal Academy. He would continue to exhibit here throughout his career, with the main focus of his work being Pre-Raphaelite influenced landscapes. It was really only from the late 1870s that he would turn almost exclusively to marine scenes. During his own lifetime he was a highly regarded artist whose work was exhibited throughout Europe.

80

ARTHUR JOHN TREVOR BRISCOE (BRITISH, 1873-1943)

Decks awash signed and dated 'A.Briscoe/39' (lower right) oil on board
45 x 77.5cm (17 11/16 x 30 1/2in).

£8,000 - 12,000
€8,900 - 13,000
US\$10,000 - 16,000

Provenance

With the Fine Art Society, London, February 1943.
With Royal Exchange Art Gallery, London.

81 AR

MONTAGUE DAWSON (BRITISH, 1890-1973)

Eddying Foam: *Young Australia* riding the heavy ocean swell signed 'Montague.Dawson' (lower left)
oil on canvas
61 x 91.5cm (24 x 36in).

£25,000 - 35,000

€28,000 - 39,000

US\$32,000 - 45,000

Provenance

Anon. sale, Sotheby's, New York, 28 October 1982, lot 105.

Young Australia was one of that breed of handsome commercial sailing ships which emanated from the many yards located on the shores of either the Maritime Provinces of Canada or the eastern seaboard of the United States during the middle years of the nineteenth century. Frequently built as a speculation by the yard owners, these vessels were usually sailed to Britain loaded with prime timber and then offered for sale at their port of destination which was most often Liverpool.

Designed as an emigrant ship and built in Fernald & Pettigrew's yard at Portsmouth, New Hampshire in 1852, *Young Australia* was a lofty three-master sporting a full ship-rig. Registered at 1,021 tons gross (960 net & 723 under-deck), she measured 173 feet in length with a 36 foot beam and had accommodation for about 250 passengers in three classes. Although little is recorded of her early career, she came into her own in July 1861 when she was purchased by James Baines for his celebrated Black Ball Line, the most important of all the Australian packet services and the one which dominated the lucrative emigrant trade. Initially she sailed out of London to Melbourne

but changed her destination in 1862 when she began running to Queensland, a route she thereafter maintained for the rest of her life. On her first passage out to Brisbane in the autumn of 1862, she completed the run in a very fast 84 days which was sufficiently noteworthy for her agents (in Brisbane) to use the fact as a means of attracting her homeward cargo of wool. Their advertisement in the *Brisbane Courier* promised a rapid delivery to London and was worded thus:

"Shippers of wool for the February sales. For London under positive engagement to sail on 15th November, full or not full. The Magnificent Clipper Ship *Young Australia*, John A. Phillips, Esq., Commander, 960 tons register, A1 at Lloyds, having completed her passage out in 84 days now offers the splendid opportunity for shippers to send their wool in time for the February sales. Freight of wool 1d. per lb."

In fact, the Black Ball Line carried over 70% of the emigrants landed in Brisbane that year and the line prospered throughout the 1860s. Despite being well turned out and always splendidly maintained however, these American-built softwood clippers were widely regarded as 'wet ships' because of the deck water they often shipped and the Australia run took a particularly heavy toll on their strength. Thus, the average U.S.-built Blackballer's career was usually a short one and, in 1867, Baines sold *Young Australia* to P.J. Foulkes & Co. of Liverpool who kept her in the Brisbane trade to which she was so well accustomed. As late as 1870, she was still making the outward passage in under 100 days but her luck ran out in 1872 when, only 4½ hours after leaving her Brisbane anchorage in Moreton Bay, bound for London, on 31st May, she ran aground in a heavy though windless swell and became stranded. With some difficulty all the passengers were got ashore safely but the ship herself, pounded by the surf, was soon declared a total loss and subsequently sold for scrap.





82

DAVID JAMES (BRITISH, 1853-1904)

Seascape with shipping on the horizon
signed and dated 'D James 1882.' (lower right)
oil on canvas
76.5 x 127cm (30 1/8 x 50in).

£3,000 - 5,000

€3,300 - 5,600

US\$3,900 - 6,500



83



84

83

JOHN BRETT, A.R.A. (BRITISH, 1831-1902)

'Off Clyde'

inscribed with title and dated '1 aug 85' (upper right)

oil on canvas

18 x 35.5cm (7 1/16 x 14in).

£2,000 - 3,000

€2,200 - 3,300

US\$2,600 - 3,900

Provenance

Anon. sale, Sotheby's, London, 5 June 1996, no.54.

84

DAVID JAMES (BRITISH, 1853-1904)

Cornish coast

signed and dated 'D. James 1885' (lower right)

oil on canvas

31 x 51cm (12 3/16 x 20 1/16in).

£800 - 1,200

€890 - 1,300

US\$1,000 - 1,600



85

85 AR

DERYCK FOSTER (BRITISH, 1924-2011)

Light airs
signed 'Deryck Foster' (lower right)
oil on board
30.5 x 51cm (12 x 20 1/16in).

£1,200 - 1,800
€1,300 - 2,000
US\$1,600 - 2,300

86 AR

NORMAN WILKINSON (BRITISH, 1878-1971)

Lusitania steaming past the Irish coast
inscribed and dated '*Lusitania* passing us
of Irish Coast/Note in moderate swell she
occasionally/put her foc'sle under/ S.S.
Laurentic/Dec 19 1909' (on board verso)
oil on canvas laid to board
25.5 x 36cm (10 1/16 x 14 3/16in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

With the Royal Exchange Art Gallery, London.

Here Wilkinson records the passing of
Lusitania whilst he was aboard S.S. *Laurentic*.
Both ships would befall the same fate off
the coast of Ireland during World War I, with
Lusitania being sunk by German U-boat
torpedo fire in 1915 and S.S. *Laurentic* sinking
after having struck two mines in 1917.

87 AR

CHARLES PEARS, RSMA (BRITISH, 1873-1958)

Stormy seas
signed 'Chas PEARS' (lower left)
oil on canvas
51 x 76.5cm (20 1/16 x 30 1/8in).

£1,500 - 2,000
€1,700 - 2,200
US\$1,900 - 2,600



86



87

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



88



89

88 AR

NORMAN WILKINSON (BRITISH, 1878-1971)

Yachting in open waters
signed 'NORMAN WILKINSON' (lower right)
oil on board
43 x 72cm (16 15/16 x 28 3/8in).

£2,500 - 3,500
€2,800 - 3,900
US\$3,200 - 4,500

Provenance

Anon. sale, Sotheby's, London, 21 January 2004, lot 382.

89 AR

NORMAN WILKINSON (BRITISH, 1878-1971)

Repairing sponge boats, Bahamas
signed 'NORMAN WILKINSON' (lower left)
watercolour
33.5 x 51.5cm (13 3/16 x 20 1/4in).

£3,000 - 5,000
€3,300 - 5,600
US\$3,900 - 6,500



90



91

90

JAMES BRERETON (BRITISH, BORN 1954)

'The Evening Calm'
signed 'James Brereton' (lower right), inscribed with title and signed
(on canvas verso)
oil on canvas
54.5 x 90cm (21 7/16 x 35 7/16in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

91

JAMES BRERETON (BRITISH, BORN 1954)

'A Still Morning (The 'North Fleet')'
signed 'James Brereton' (lower right), inscribed with title and signed
(on stretcher), signed (on canvas verso)
oil on canvas
62 x 80cm (24 7/16 x 31 1/2in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900



92



93

92

MARK RICHARD MYERS (AMERICAN, BORN 1945)

Packet off the Yorkshire Coast
signed and dated 'MYERS '74' (lower left)
oil on canvas
46 x 61cm (18 1/8 x 24in).

£800 - 1,200
€890 - 1,300
US\$1,000 - 1,600

93 AR

HENRY SCOTT (BRITISH, 1911-2005)

"The Moonlit Way" Clipper Ship *Crusader*
signed 'HENRY SCOTT' (lower right), inscribed with the title (on
stretcher verso)
oil on canvas
35.5 x 50.5cm (14 x 19 7/8in).

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



94 AR

HENRY SCOTT (BRITISH, 1911-2005)

"Australia Bound" Clipper Ship *Marco Polo*
signed 'HENRY SCOTT' (lower right), inscribed with the title (on
stretcher verso)

oil on canvas

61 x 101.5cm (24 x 39 15/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000



95



96

95

J.J. JELLEY (19TH/20TH CENTURY)

The Chilean armoured cruiser *O'Higgins*
signed and dated 'J J JELLEY/1906' (lower left)
oil on canvas
76.5 x 137cm (30 1/8 x 53 15/16in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

Sale, Christie's, London, The Property of the Late N Sinclair Esq., 10 May 2001, lot 118.

Please note that there is a watercolour in the collection of the National Maritime Museum also signed J.J.Jelley, no. PAJ2883.

96 AR

BERNARD FINEGAN GRIBBLE, R.B.C. (BRITISH, 1873-1962)

S.S. *Monarch of Bermuda* under construction
signed 'B.GRIBBLE' (lower left)
oil on board
50.5 x 76cm (19 7/8 x 29 15/16in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,300 - 1,900

Provenance

Anon. sale, Bonhams, London, 21 March 2000, lot 185.

S.S. *Monarch of Bermuda* was constructed by Vickers-Armstrong Shipbuilders in 1931 for the Furness Bermuda Line. Initially designed as a luxury cruise liner to transport tourists between New York and Bermuda, she would later serve as a troop ship during the Second World War before being sold to the British Government in 1947 to transport immigrants to Australia under the title S.S. *New Australia*. Finally, she was sold to the Greek Line in 1958 for commercial use until being scrapped in 1966.



97



98

97

JOHN FERGUSON (SOUTH AFRICAN, 1885-1967)

'Repairs to an Aircraft Carrier'

signed and dated 'John FERGUSON - 44' (lower right), signed and inscribed with title (on canvas verso)

oil on canvas

51 x 60cm (20 1/16 x 23 5/8in).

£800 - 1,200

€890 - 1,300

US\$1,000 - 1,600

98 AR

BRIAN J. JONES (BRITISH, BORN 1945)

Pool of London

signed and dated 'BJJones/99' (lower right)

oil on panel

45 x 77cm (17 11/16 x 30 5/16in).

£1,200 - 1,800

€1,300 - 2,000

US\$1,600 - 2,300



99 AR

HENRY SCOTT (BRITISH, 1911-2005)

Cutty Sark in full sail
signed and dated 'Henry Scott 65' (lower right)
oil on canvas
61 x 91.5cm (24 x 36in).

£8,000 - 12,000

€8,900 - 13,000

US\$10,000 - 16,000

Cutty Sark is a British clipper ship built on the Clyde in 1869 for the Jock Willis Shipping Line. She was one of the last tea clippers to be built and one of the fastest, coming at the end of a long period of design development which halted as sailing ships gave way to steam propulsion.

The opening of the Suez Canal in 1869 meant that steam ships now enjoyed a much shorter route to China, so *Cutty Sark* spent only a few years on the tea trade before turning to the trade in wool from Australia, where she held the record time to Britain for ten years. *Cutty Sark* was sold to the Portuguese company Ferreira and Co. in 1895, and renamed *Ferreira*. She continued as a cargo ship until purchased by retired sea captain Wilfred Dowman in 1922, who used her as a training ship operating from Falmouth, Cornwall. After his death, *Cutty Sark* was transferred to the Thames Nautical Training College, Greenwich in 1938 where she became an auxiliary cadet training ship alongside H.M.S. *Worcester*. By 1954 she had ceased to be useful as a cadet ship and was transferred to permanent dry dock at Greenwich, London on public display. She is one of only three remaining original composite construction - wooden hull on an iron frame - clipper ships from the nineteenth century in part or whole, the others being the *City of Adelaide*, which arrived in Port Adelaide, South Australia on 3rd February 2014 for preservation, and the beached skeleton of *Ambassador* of 1869 near Punta Arenas, Chile.



100



101

100

JAMES BRERETON (BRITISH, BORN 1954)

'The *Chrysolite* Racing Home'
signed 'James Brereton' (lower right), inscribed with title and signed
(on canvas verso)
oil on canvas
60.5 x 91.5cm (23 13/16 x 36in).

£1,200 - 1,800
€1,300 - 2,000
US\$1,600 - 2,300

101 ^{AR}

HENRY SCOTT (BRITISH, 1911-2005)

"Atlantic Highway" Clipper Ship *Jeanie Landles*
signed 'HENRY SCOTT' (lower left), inscribed with the title (on
stretcher verso)
oil on canvas
35.5 x 50.5cm (14 x 19 7/8in).

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

102 * AR

JOHN STEVEN DEWS (BRITISH, BORN 1949)

The China tea clipper *Blackadder* at sea in the moonlight
signed 'J.Steven Dewes' (lower left)

oil on canvas

61 x 90.5cm (24 x 35 5/8in).

£7,000 - 10,000

€7,800 - 11,000

US\$9,100 - 13,000

Blackadder was one of the very last clippers specifically designed for the famously lucrative China Tea trade before that route finally changed over to steamships in the late 1870s. Launched from the Greenwich yards of Maudslay, Sons & Field on 1st February 1870, she was built for John Willis of London, the owner of two of the most celebrated clippers of them all, namely *Tweed* and *Cutty Sark*. Sadly, *Blackadder* was not destined to match their prowess although she nevertheless proved a fast ship when skilfully handled and she had luck on her side. Registered at 970 tons gross (917 net), she measured 216½ feet in length with a 35 foot beam and was identical to her sister *Hallowe'en* which had been constructed alongside her. Unfortunately, *Blackadder's* builders had made their name as engine-builders and had little experience actually building ships; serious errors were made fitting her masts and her dismasting on her maiden voyage merely confirmed Willis's mistake in selecting that particular yard to build her. In the event, her first passage was a whole catalogue of mishaps, some of them near disasters, and *Blackadder* gained an unfortunate reputation as an unlucky ship. Eventually settling into a routine schedule, she turned in one near-record passage (Deal to Shanghai in 95 days) during the north-east monsoon in 1872 but was dismasted again in 1873 and nearly wrecked on two other occasions that same year. Her later career on the Australian wool run was less accident-prone and she was still logging 16 knots out of Brisbane in the 1890s. Eventually sold to Norwegian owners in 1900, after Willis's death, she was lost on 5th November 1905 whilst en route from Barry, South Wales, to Bahia, Brazil, loaded with a full cargo of Welsh steam coal.





103



104

103

MARK RICHARD MYERS (AMERICAN, BORN 1945)

Sailing vessels in open water
signed and dated 'MARK MYERS 1973' (lower right)
oil on canvas
50.5 x 76cm (19 7/8 x 29 15/16in).

£1,200 - 1,800
€1,300 - 2,000
US\$1,600 - 2,300

104

MARK RICHARD MYERS (AMERICAN, BORN 1945)

Racing yachts off Brixham
signed and dated 'MARK MYERS 1975' (lower left)
oil on canvas
51 x 91.5cm (20 1/16 x 36in).

£1,200 - 1,800
€1,300 - 2,000
US\$1,600 - 2,300



105 AR

HENRY SCOTT (BRITISH, 1911-2005)

'The Great Tea Race of 1866 - *Black Prince* leading *Taeping*'
signed 'HENRY SCOTT' (lower right), inscribed with the title (on
stretcher verso)

oil on canvas

61 x 101.5cm (24 x 39 15/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 19,000



106



107

106

MARK RICHARD MYERS (AMERICAN, BORN 1945)

Melpomone and Childers becalmed on Blockade, 1798

signed 'Mark Myers' (lower left)

watercolour

63 x 55cm (24 13/16 x 21 5/8in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,300 - 1,900

Exhibited

The Mall Galleries, London, *Royal Society of Marine Artists*, 1998.

107 AR

RON CHARLES MITCHELL (BRITISH, BORN 1960)

'Mariquita first around the mark'

signed 'RCMitchell' (lower left), bears artist's stamp and inscribed with title (on stretcher verso)

oil on canvas

66 x 91.5cm (26 x 36in).

£1,200 - 1,800

€1,300 - 2,000

US\$1,600 - 2,300



108



109

108 AR

DAVID BRACKMAN (BRITISH, 1932-2008)

Astra and Shamrock V in the Solent
signed and dated 'DAVID BRACKMAN 02' (lower left)
gouache
50 x 76.5cm (19 11/16 x 30 1/8in).

£1,500 - 2,000
€1,700 - 2,200
US\$1,900 - 2,600

109 AR

BRIAN J. JONES (BRITISH, BORN 1945)

'Working the deck on a J-Class'
signed 'BrianJJones' (lower right), titled (on frame verso)
oil on canvas
30.5 x 50.5cm (12 x 19 7/8in).

£800 - 1,200
€890 - 1,300
US\$1,000 - 1,600

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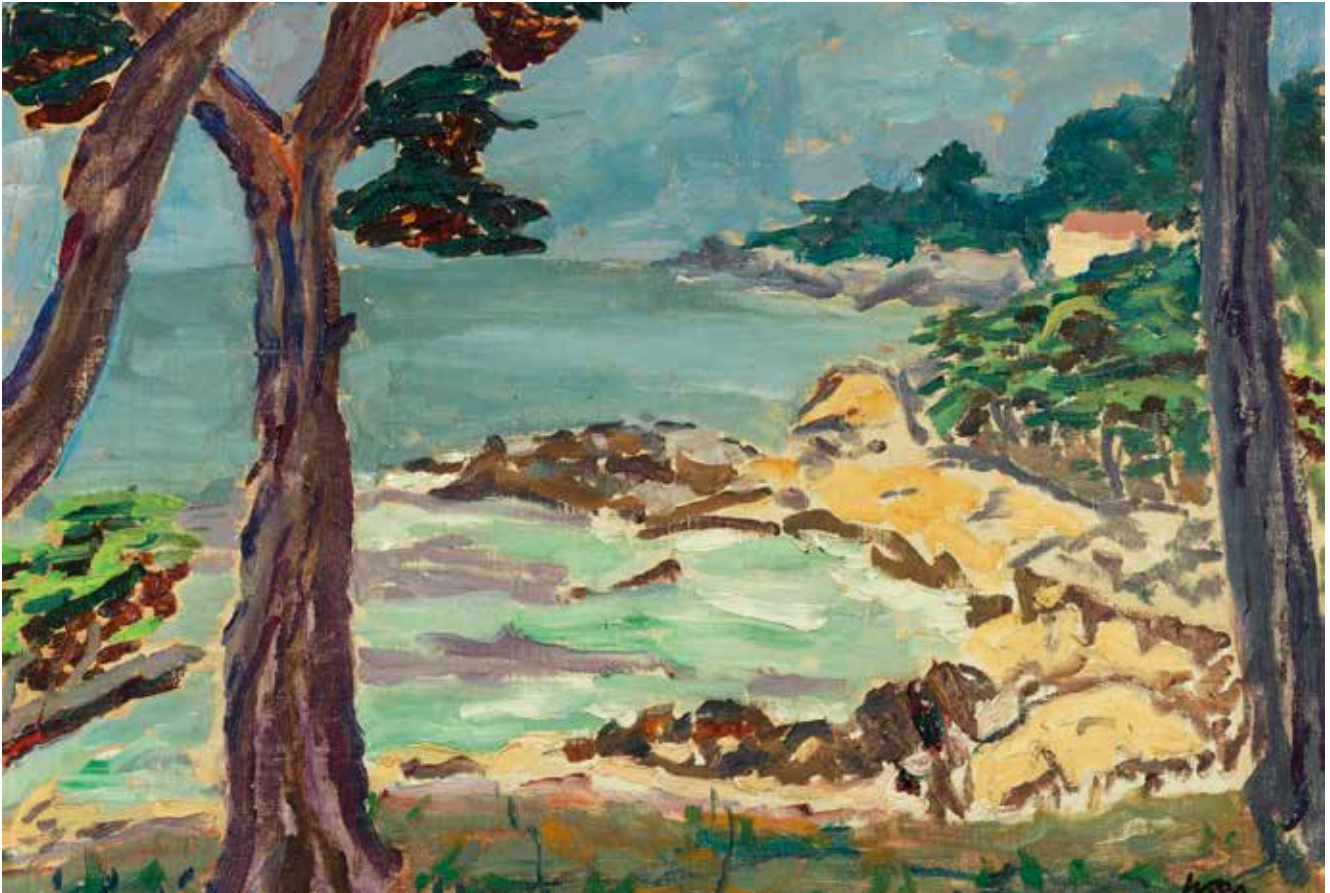
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Bonhams

AUCTIONEERS SINCE 1793



Modern British & Irish Art

New Bond Street, London | 14 November 2018

ENTRIES NOW INVITED

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bonhams.com/modernbritish

SIR WINSTON SPENCER CHURCHILL O.M., HON. R.A. (1874-1965)

The Riviera, a Sketch
signed with initials 'WSC' (lower right)

oil on canvas board

35.4 x 50.8 cm. (13 7/8 x 20 in.)

Painted circa 1930

£100,000 - 150,000*

* For details of the charges payable in addition to the final hammer price, please visit bonhams.com/buyersguide

Bonhams

AUCTIONEERS SINCE 1793



Richard Lin

Selected Works from the Artist's Estate

EXHIBITION DATES

2 to 5 October; 7 to 12 October

ENQUIRIES

+44 (0) 20 7468 7403
ralph.taylor@bonhams.com
[bonhams.com/contemporary](https://www.bonhams.com/contemporary)

RICHARD LIN (LIN SHOW-YU) 1933-2011

Painting Relief, 1961
oil, aluminium and copper on canvas
101.6 x 101.6 cm. (40 x 40 in.)

Bonhams

AUCTIONEERS SINCE 1793



A Private Single Owner Collection of Lalique Glass

Montpelier Street, London | Wednesday 20 February 2019

ENQUIRIES

Mark Oliver
mark.oliver@bonhams.com
+44 (0) 20 7393 3856
[bonhams.com/20thcenturydecarts](https://www.bonhams.com/20thcenturydecarts)

Bonhams is thrilled to be offering this single-owner collection to the market of over 200 items, including car mascots and an exceptional range of highly-curated decorative items.

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams'* opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any VAT or *Buyer's Premium* payable 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 *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%. However these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will normally be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*. The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the fall of the *Auctioneer's* hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*. At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

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

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

25% up to £175,000 of the *Hammer Price*
20% from £175,001 to £3,000,000 of the *Hammer Price*
12.5% from £3,000,001 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*.

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

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

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

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

8. VAT

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

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

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

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

9. PAYMENT

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

Bonhams' preferred payment method is by bank transfer.

You may electronically transfer funds to our *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.

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

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

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

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

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

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

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

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

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 *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

Barrels of guns sold as parts will only be made available for

sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

Condition of Firearms

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

Lots marked with a 'SS8' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.

- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

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

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

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

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

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

Bonhams Specialist Departments

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

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African Modern &

Contemporary Art
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African, Oceanic

& Pre-Columbian Art
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Benjamin Walker
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Dan Tolson
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Australian Art

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Australian Colonial Furniture and Australiana

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Books, Maps & Manuscripts

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British & European Glass

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John Sandon
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British Ceramics

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California & American Paintings

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Contemporary Art

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Entertainment Memorabilia

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Catherine Williamson
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European Ceramics

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U.S.A
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Furniture

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Thomas Moore
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U.S.A
Andrew Jones
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European Sculptures & Works of Art

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Greek Art

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Golf Sporting Memorabilia

Kevin McGimpsey
+44 131 240 2296
Hamish Wilson
+44 131 240 0916

Irish Art

Penny Day
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Impressionist & Modern Art

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India Phillips
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U.S.A
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Indian, Himalayan & Southeast Asian Art

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Modern, Contemporary & Latin American Art

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Modern & Contemporary South Asian Art

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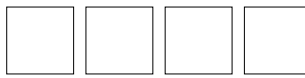
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