

Bonhams



The Marine Sale

Montpelier Street, London | 1 May 2019







The Marine Sale

Montpelier Street, London | Wednesday 1 May 2019 at 2pm

BONHAMS

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

Leo Webster
+44 (0) 20 7393 3865
leo.webster@bonhams.com

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

Anna Lloyd
+44 (0) 20 7393 3988
anna.lloyd@bonhams.com

Works of Art

Jon Baddeley
jon.baddeley@bonhams.com
+44 (0) 20 7393 3872

Historical Consultant

Michael Naxton, ASFAV

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CATALOGUE

£15

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 140
Inside front cover: Lot 56
After end paper: Lot 52
Back cover: Lot 2
Inside back cover: Lot 25
Before end paper: Lot 119
Index: Lot 109

IMPORTANT INFORMATION

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

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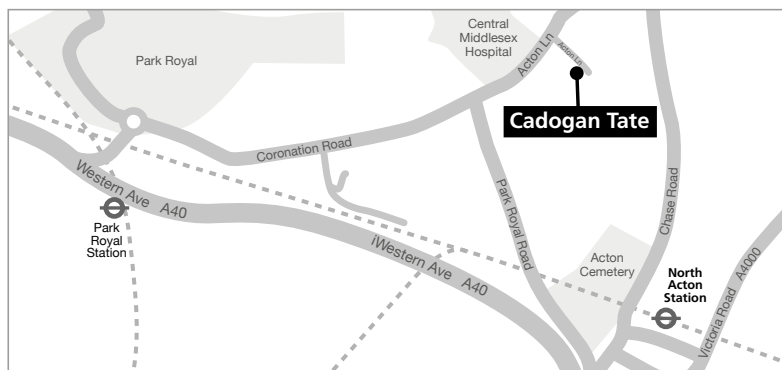
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Sale Information



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BUYERS COLLECTION & STORAGE AFTER SALE LOTS MARKED TP

All sold lots marked **TP** (lot 109 only) will be removed to Cadogan Tate 241 Acton Lane, London NW10 7NP from 9am Thursday 2 May 2019 and will be available for collection from 9am Friday 3 May 2019 and then every working day between 9am – 4.30pm

Collections are by appointment only & a booking email or phone call is required in advance to ensure lots are ready at time of collection, photographic id will be required at time of collection & if a third party is collecting written authorisation from the successful buyer is required in advance. Photographic id of the third party will be requested at the time of collection.

To arrange a collection time please send a booking email to: collections@cadogantate.com or telephone call to +44 (0)800 988 6100 to ensure lots are ready at time of collection.

All other sold lots will remain in the collections department at Bonhams Knightsbridge for a period of not less than 14 calendar days from the sale date 1 May 2019. Lots not collected by 5.30pm Thursday 16 May 2019 will be returned to the department storage charges may apply.

STORAGE AND HANDLING CHARGES ON SOLD LOTS TRANSFERRED TO CADOGAN TATE

Storage

Storage will be free of charge for the first 14 calendar days from & including the sale date Wednesday 1 May 2019 Charges will apply from 9am For lot (109) only from Friday 17 May 2019

Storage Charges

Furniture, Large Pictures & Large Objects:
£6.05 per day + VAT

(Please note that charges apply every day including weekend & Public Holidays)

Handling

After the first 14 calendar days following the sale, the following handling charges apply:
£45.00 +VAT per lot for Furniture, Large Pictures & Large Objects

Loss and Damage

Extended Liability cover for the value of the Hammer Price will be charged at 0.6% but will not exceed the total value of all other transfer and storage charges. (Please note: Charges apply every day including weekends and Public Holidays)

VAT

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

† VAT 20% on hammer price and buyer's premium

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

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

Payment

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

Payment in Advance

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

Payment at time of collection by:

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

Please note that Bonhams will be closed on Monday 6 May 2019 for the May Bank Holiday

Please note that Cadogan Tate will be closed on Monday 6 May 2019 for the May Bank Holiday

Please note that Alban Shipping will be closed on Monday 6 May 2019 for the May Bank Holiday



2 (three views)

1 Y

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

the handle of carved whale's tooth mounted with silver badge and band, whalebone shaft with double twist carved decoration, 90cms (35 1/2in) long

£600 - 800
 €700 - 940
 US\$800 - 1,100

2

A SHIP'S BELL "BIRMINGHAM PACKET", AMERICAN, LATE 18TH CENTURY,

the bronze bell of conventional form, cast with raised lettering "SHIP BIRMINGHAM PACKET OF PHILADELPHIA 6 OCTR 1790", complete with iron clapper 36cms (14in) high x 36.5cms diameter (14 1/2in)

£2,000 - 3,000
 €2,300 - 3,500
 US\$2,700 - 4,000



2

According to the 1793 Lloyd's Register, The Birmingham Packet was built/launched in 1790 out of Philadelphia and so the date inscribed on the bell of 6th October 1790 probably commemorates the date of the launch of the ship.

On 23rd September 1790, the Pennsylvania Packet announced: "For Bristol, The American Ship Birmingham Packet, 300 tons, will sail on 1st November 1790, a fine new ship with good accommodations for passengers"

The first captain the Birmingham Packet was Leeson Simmons. Sixteen years after it was launched, in late 1806 whilst under the command of Captain Bowden, the ship, was sailing from Charleston to the Clyde laden with a cargo of cotton. On Christmas day, the ship ran aground and was wrecked opposite Cara Isle on the Mull of Kintyre. The Marine List reported that. "It is expected that the ship will go to pieces, but hopes are entertained that the cotton may be saved".

The Birmingham Packet's bell then found its way to Glenbarr Abbey, some 3 miles from the site of the wreck where it spent the next 212 years of its life.

We are grateful to Cindy Verser of the Mariners' Museum, Newport News, Virginia, for undertaking research into the Birmingham Packet.



1 (two views)





3



4

3 Y

A SHIPBUILDER'S HALF BLOCK MODEL OF THE PASSENGER STEAMER 'DUKE OF CONNAUGHT', ENGLISH, CIRCA 1875,

the rectangular mahogany wall plaque mounted with brass makers plate and laminated wooden hull with deck details including a side paddle cover, a truncated funnel, deck houses and masts, overall length 186cms (73in)

£1,200 - 1,800
 €1,400 - 2,100
 US\$1,600 - 2,400

The Duke of Connaught was a paddle steamer operated by the Lancashire and Yorkshire Railway. The passenger vessel was built by Barrow Shipbuilding Company and ran frequently between Barrow, Fleetwood and Belfast from 1875 until 1893. It was scrapped in 1895 after eighteen years in service.

4

A RARE MINIATURE MODEL OF THE TWIN-SCREW TURBINE STEAMER "ARMHEM", CIRCA 1947,

the well detailed model mounted in glazed oak case with four plaques lettered *Twin-Screw Turbine Steamer ARMHEM* and *John Brown & Company Lts 1947 Clydebank*, the model 13cm (5in) long, case 20cm (8in) long

£800 - 1,200
 €940 - 1,400
 US\$1,100 - 1,600

The Arnhem was built by John Brown on Clydebank and launched on 7 November 1946 and completed in 1947 for LNER with a capacity for 600 passengers, and 50,000 cubic feet of grain. She was taken over by British Railways in 1948 and originally fitted as a single class vessel, she was converted for first and second classes in 1954.



5

5

A PRISONER-OF-WAR BONE MODEL OF A FRIGATE, FRENCH, EARLY 19TH CENTURY,

the pinned and planked hull with horn strakes, three masts with standing and running rigging, carved bone lion figurehead, single gun deck with sixteen cannons on carriages, horseshoe-shaped stern galleries, on rectangular carved and latticed bone stand, now under glass dome and on ebonised wood base, the model 24 x 26.5cm (9 1/2 x 10 1/2in)

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



6



7

6

CHARLES EDWARD DIXON (BRITISH, 1872-1934)

First-rates at Portsmouth
signed and dated 'Charles Dixon/93' (lower right)
watercolour heightened with white
55 x 103cm (21 5/8 x 40 9/16in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,700 - 4,000

7

CHARLES EDWARD DIXON (BRITISH, 1872-1934)

'The Lowerpool'
signed, dated and inscribed 'The lowerpool/Charles Dixon 02'
watercolour heightened with bodycolour
26 x 76cm (10 1/4 x 29 15/16in).

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



8



8

8

WILLIAM THORNLEY (BRITISH, ACTIVE 1857-1898)

'Sunrise, the Lower Thames'; 'Fishing Boats Leaving Port', a pair both signed 'Thornley' (one lower left, the other lower right)
oil on canvas
36 x 30.5cm (14 3/16 x 12in).(2)

£2,000 - 3,000
€2,300 - 3,500
US\$2,700 - 4,000

9

WILLIAM THORNLEY (BRITISH, ACTIVE 1857-1898)

'Sunrise. The Thames Near Erith'
inscribed with title (verso)
oil on canvas
25.4 x 40.6cm (10 x 16in).

£1,200 - 1,800
€1,400 - 2,100
US\$1,600 - 2,400

10

WILLIAM THORNLEY (BRITISH, ACTIVE 1857-1898)

Hulks on the Medway
signed 'THORNLEY' (lower right)
oil on canvas
25 x 41cm (9 13/16 x 16 1/8in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000



9



10



11



12



13

11
**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).

£2,000 - 3,000
 €2,300 - 3,500
 US\$2,700 - 4,000

12
AFTER ROBERT DODD

The Royal Hospital, Greenwich, from the Isle of Dogs
 signed with initials and dated 'J.S. 1796'
 (lower left)
 oil on canvas
 48.3 x 76.2cm (19 x 30in).

£2,000 - 3,000
 €2,300 - 3,500
 US\$2,700 - 4,000

The original work by Robert Dodd (1748-1815) of the same title is in the collection of the National Maritime Museum, Greenwich and is also illustrated in *The Dictionary of Sea Painters of Europe and America* by E.H.H. Archibald, p.91, pl.32.

13
THOMAS LUNY (BRITISH, 1759-1837)

A two-decker off Teignmouth
 signed and dated 'Luny 1822' (lower left)
 oil on canvas
 61 x 86.5cm (24 x 34 1/16in).

£7,000 - 10,000
 €8,200 - 12,000
 US\$9,300 - 13,000

Provenance
 With The Parker Gallery, London.



14



15

14

DOMINIC SERRES (BRITISH, 1722-1793)

British naval ships moored off Mount Edgcumbe, Plymouth, with the foreground ship and barge flying the flag of the Vice-Admiral of the Blue
signed 'D. Serres' (lower right)
oil on panel
29.5 x 39.5cm (11 5/8 x 15 9/16in).

£3,000 - 5,000
€3,500 - 5,800
US\$4,000 - 6,600

Provenance

With Jonathan Cooper Fine Art, London, 3 April 1989, no. 198.
Private collection, UK.

15 *

THOMAS LUNY (BRITISH, 1759-1837)

A naval frigate off the coast
faintly signed 'T Luny' (beneath the mount, lower right)
watercolour
20 x 28cm (7 7/8 x 11in).

£800 - 1,200
€940 - 1,400
US\$1,100 - 1,600



16



17

16

ROBERT CLEVELEY (BRITISH, 1747-1809)

Shipping in a calm with an anchored frigate inshore drying her sails
pen, ink and watercolour
26.5 x 34cm (10 7/16 x 13 3/8in).

£700 - 900
€820 - 1,100
US\$930 - 1,200

Provenance

With Frederick B Daniell & Son, London.
Private collection, UK.

17

WILLIAM JOY (BRITISH, 1803-1867)

Pilot approaching a man-o-war
watercolour
21 x 29cm (8 1/4 x 11 7/16in).

£800 - 1,200
€940 - 1,400
US\$1,100 - 1,600

Provenance

With Galerie George, London.
Private collection, UK.



18



19

18 *

EDWARD DUNCAN, R.W.S. (BRITISH, 1803-1882)

Coastal shipping scene
signed and dated 'E Duncan/1854' (lower left)
watercolour heightened with white
27.5 x 71cm (10 13/16 x 27 15/16in).

£800 - 1,200

€940 - 1,400

US\$1,100 - 1,600

19

RICHARD HENRY NIBBS (BRITISH, 1816-1893)

A quiet harbour scene
signed 'R Nibbs' (lower right)
watercolour
41 x 75.5cm (16 1/8 x 29 3/4in).

£800 - 1,200

€940 - 1,400

US\$1,100 - 1,600



20



21

20

THOMAS BUSH HARDY (BRITISH, 1842-1897)

Shipping on the Thames at Greenwich
signed, dated and inscribed 'T.B. Hardy 1890. Greenwich Hospital'
(lower left)
watercolour heightened with white
23 x 70.5cm (9 1/16 x 27 3/4in).

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

21

ALFRED HERBERT (BRITISH, ACTIVE 1843-1861)

The rescue
signed 'Herbert' (lower left)
watercolour heightened with bodycolour and scratching out
51 x 94cm (20 1/16 x 37in).

£800 - 1,200
€940 - 1,400
US\$1,100 - 1,600



22

WILLIAM THORNLEY (BRITISH, ACTIVE 1857-1898)

Shipping off Gravesend; On the beach, a pair both signed 'W A THORNLEY' (lower left); the first inscribed 'GRAVESEND' (lower right); the second indistinctly inscribed (lower right)

oil on canvas

25.5 x 46cm (10 1/16 x 18 1/8in). (2)

unframed

£1,500 - 2,000

€1,800 - 2,300

US\$2,000 - 2,700



23



24

23

GEORGE STAINTON (BRITISH, ACTIVE 1866-1890)

Shipping scene, Portsmouth
signed 'G.STAINTON' (lower right)
oil on canvas
57.5 x 83cm (22 5/8 x 32 11/16in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000

24

WILLIAM CALLCOTT KNELL (BRITISH, 1830-1876)

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

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000

25

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

'The Fisherman's Sweetheart'

signed and dated 'C. Napier Hemy/1895' (lower left), signed, dated
and inscribed with title (on canvas verso)

oil on canvas

81.9 x 121.9cm (32 1/4 x 48in).

£20,000 - 30,000

€23,000 - 35,000

US\$27,000 - 40,000

Exhibited

London, Royal Academy, 1895, no. 434.

Literature

*Royal Academy Pictures: Illustrating the hundred and twenty-seventh
exhibition at the Royal Academy*, London, 1895, illustrated p.49.

Please note that a copy of this book will accompany the sale of this lot.





26

26

ALFRED MONTAGUE (BRITISH, 1832-1883)

Coastal scene with hay barges
signed 'A Montague' (lower centre)
oil on canvas
42 x 93cm (16 9/16 x 36 5/8in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000



27

27

WILLIAM ADOLPHUS KNELL (BRITISH, 1802-1875)

Sailing craft and a steamer at Spithead
signed 'W A Knell' (lower right), also 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).

£800 - 1,200
€940 - 1,400
US\$1,100 - 1,600



28

28

ADOLPHUS KNELL (BRITISH, ACTIVE 1860-1890)

Shipping in coastal waters
signed 'Adolphus Knell' (lower right)
oil on board
14.5 x 22.5cm (5 11/16 x 8 7/8in).

£800 - 1,200
€940 - 1,400
US\$1,100 - 1,600



29



30

29

JAMES HARRIS OF SWANSEA (BRITISH, 1810-1887)

Picking up a pilot
signed 'Harris' (lower right)
oil on canvas
45.5 x 76.5cm (17 15/16 x 30 1/8in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,700 - 4,000

Provenance

Anon. sale, Sotheby's, London, 11 November 1975, lot 8.
With David Cross Gallery, Bristol, no. S.O.R. 91.
Private collection, UK.

30

WILLIAM GARTHWAITE (BRITISH, 1821-1899)

Shipping off the Yorkshire coast
signed and dated 'W. Garthwaite 1857' (lower right)
oil on canvas
61 x 114.3cm (24 x 45in).

£1,500 - 2,500
€1,800 - 2,900
US\$2,000 - 3,300



31

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).

£2,000 - 3,000

€2,300 - 3,500

US\$2,700 - 4,000

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.



32



33

32 *

WILLIAM HOWARD YORKE (AMERICAN, 1847-1921)

The American clipper ship *Raphael*
signed 'W.H. Yorke' (lower right)
oil on canvas
61 x 90.8cm (24 x 35 3/4in).

£3,000 - 5,000
€3,500 - 5,800
US\$4,000 - 6,600

33

JOHN SCOTT (BRITISH, 1802-1885)

The *Barbara* off Tynemouth
signed and dated 'J.Scott./1864' (lower right)
oil on canvas
68.6 x 106.7cm (27 x 42in).

£4,000 - 6,000
€4,700 - 7,000
US\$5,300 - 8,000

34 *

THOMAS BUTTERSWORTH (BRITISH, 1768-1828)

HMS *Queen Charlotte* anchored in Cadiz Bay
signed T. Buttersworth' (lower centre)
oil on canvas
47 x 67cm (18 1/2 x 26 3/8in).

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000

Provenance

Anon. sale, Northeast Auctions, Portsmouth, USA, 17 August 2002, lot 708.

One of the two 'Royal George' class of first rates, *Queen Charlotte* – named for King George III's consort – was designed by Edward Hunt in 1782 and built at Chatham dockyard under the supervision of Master Shipwright Nicholas Phillips. Although ordered on 12th December 1782, her keel was not laid until 1st September 1785 and she was launched on 15th April 1790. Completed on 7th June 1790, she cost just over £66,000 (including fitting out) and was measured at 2,286 tons. With an overall length of 190 feet and a 52 foot beam, she mounted 100 guns, including 30-32pdrs. as her main armament, and required a crew of 850 officers and men for wartime service.

First commissioned in May 1790 under Rear-Admiral John Leveson Gower and Captain Roger Curtis as flagship to Admiral Lord Howe, this employment proved short-lived and *Queen Charlotte* was laid up in reserve before the year was out. Re-commissioned when war with France was declared in February 1793, again as flagship to Lord Howe, she was present at the 'Glorious First of June' (1794), the first fleet action of the War, from which she emerged with distinction. Less glorious however was the fact that, when flagship to Admiral Lord Bridport, the 'Spithead Mutiny' began amongst her men on 15th April 1797 and thereafter spread throughout the fleet. In the event, her career came to a premature and dramatic end when, as flagship to Admiral Lord Keith in the Mediterranean, she caught fire accidentally and was burned off Leghorn (Italy) on 17th March 1800; 673 men were lost from her total complement of 829.





35



36

35 *

FRANCIS SWAINE (LONDON CIRCA 1720-1782)

A frigate and a royal yacht with other shipping
signed 'FSwaine' (lower left)
oil on canvas
29 x 42cm (11 7/16 x 16 9/16in).

£1,200 - 1,800
€1,400 - 2,100
US\$1,600 - 2,400

Provenance

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

36 *

THOMAS (CAPTAIN) ELLIOTT (BRITISH, ?-1800)

Two big cutters manoeuvring off the coast
indistinctly signed 'Elliott' (lower left)
oil on canvas
31.1 x 46cm (12 1/4 x 18 1/8in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,700 - 4,000

Provenance

With The Royal Exchange Art Gallery, London.



37



38

37 *

STUDIO OF PETER MONAMY (LONDON 1681-1749)

The flagship *Royal Sovereign* firing a salute to announce her departure from her anchorage, the Union flag at her main masthead denoting she has an Admiral of the Fleet aboard
oil on canvas
68.5 x 111.5cm (26 15/16 x 43 7/8in).

£3,000 - 5,000
€3,500 - 5,800
US\$4,000 - 6,600

38 *

FOLLOWER OF WILLEM VAN DE VELDE THE YOUNGER (LEIDEN 1633-1707 GREENWICH)

Ships at anchor
oil on canvas
33.3 x 43.5cm (13 1/8 x 17 1/8in).

£800 - 1,200
€940 - 1,400
US\$1,100 - 1,600

Provenance

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



39

39

THOMAS LUNY (BRITISH, 1759-1837)

The wreck of the *Droits de L'Homme* after the Action of 13th January 1797. The picture shows Sir Edward Pellew in HMS

signed and dated 'Luny 1824' (lower left)

oil on canvas

76.5 x 112cm (30 1/8 x 44 1/8in).

indistinctly inscribed on an old label attached to the stretcher verso

£1,500 - 2,000

€1,800 - 2,300

US\$2,000 - 2,700

Shown here is Pellew's Action in HMS *Indefatigable* against the French *Droits de l'Homme* in the Bay of Audierne, Brittany on the 13th January 1797. The picture shows Sir Edward Pellew in HMS *Indefatigable* (44 guns), ahead of Captain Robert Reynolds in HMS *Amazon* (36 guns). It is the end of the night action (4.20am) with the dismasted *Droits de l'Homme* (74 guns), on the reef (it was low water when she grounded) and HMS *Amazon* damaged aloft. *Amazon* later went ashore too, all but five of the ship's complement made it to land to become prisoners of war. *Droits de l'Homme* lost nearly a thousand men in the icy conditions. There was nowhere to shelter on board when the tide rose and the storm increased. There is a monument to their loss on the coast adjacent to the wreck, 1 1/2 miles north of the village of Penhors. Although forced into the bay, Pellew in *Indefatigable*, with masterly seamanship, clawed off the lee shore by wearing the ship (his shrouds were cut up and tacking would have brought down his rig in such a gale).

40 *

THOMAS LUNY (BRITISH, 1759-1837)

An American brig passing Sambro Lighthouse, Nova Scotia signed and dated 'LUNY 1833' (lower left)

oil on canvas

69 x 102cm (27 3/16 x 40 3/16in).

£3,000 - 5,000

€3,500 - 5,800

US\$4,000 - 6,600

Provenance

With the Parker Gallery, London.

Anon. sale, Skinner, Boston, 18 May 2007, lot 64.

Acquired at the above sale by the present owner.

This lot is listed in Luny's stockbook as one of six paintings commissioned by Mr Collins and delivered to him in August of 1833.

41

MANNER OF THOMAS WHITCOMBE

A frigate in three positions in choppy waters

oil on canvas

83.8 x 137.2cm (33 x 54in).

£2,000 - 3,000

€2,300 - 3,500

US\$2,700 - 4,000



40



41



42



43

42 *

NICHOLAS POCOCK (BRITISH, 1740-1821)

Boulogne Harbour, Napoleon's army to invade England encamped in the hills behind signed and dated 'N Pocock 1805' (lower right), signed 'N Pocock' (lower left) watercolour 13 x 20.5cm (5 1/8 x 8 1/16in).

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

Provenance

With David A. Cross Fine Art, Bristol.
 With The English Gallery, Boston, Massachusetts.

A letter dated 19 December 1983 from Pieter van der Merwe at the National Maritime Museum, Greenwich, accompanies this work. The letter confirms that this watercolour is after a sketch by an officer who was on board HMS *Euryalus* at the time of the episode depicted. Pocock's watercolour was then engraved by Medland. This engraving is illustrated on p.481 of *The Naval Chronicle, for 1805, Vol. 14*, and is accompanied by the letter from the officer on board HMS *Euryalus*; a copy of this page is included with the lot's accompanying letter.

43 *

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

Repelling boarders watercolour with scratching out 10.5 x 14cm (4 1/8 x 5 1/2in).

£400 - 600
 €470 - 700
 US\$530 - 800

Provenance

With Martyn Gregory, London.

A note on the reverse of the frame suggests that this work is likely to be a study for Captain Marryat's book *Poor Jack* (London, 1840). The book was illustrated with engravings after Clarkson Stanfield, and there is an episode in which Jack's ship is taken by French privateers.



44

44

THOMAS BUTTERSWORTH (BRITISH, 1768-1828)

The Battle of Trafalgar: late in the action
 signed and dated 'T. Buttersworth 1806' (lower left)
 watercolour
 31.5 x 43.5cm (12 3/8 x 17 1/8in).

£3,000 - 5,000
€3,500 - 5,800
US\$4,000 - 6,600

Provenance

With Frederick B Daniell & Son, London.
 Private collection, UK.

Despite the plethora of artists who have depicted the battle of Trafalgar in both oil and watercolour, few of them did so from the perspective of a serving sailor. Even though he had, in fact, been invalided out of the Royal Navy in 1800, Thomas Buttersworth was one such and this work, dated 1806 and thus executed within months or, maybe, even weeks of the great victory, is a splendid contemporary record of the event. Since Buttersworth's only known

oil painting of Trafalgar was not exhibited until 1825, it seems probable that the work offered in this catalogue was not intended as a preparatory sketch for something larger.

As far as the subject matter is concerned, Buttersworth has chosen to depict the battleground off Cape Trafalgar in the mid-afternoon, by which time the action is nearing its climax. Although *Victory* is shown still embroiled in a close action with two enemy '74s', the vessel on her starboard side is clearly near to submission and other damaged enemy ships can be seen elsewhere. Buttersworth has also heightened the overall sense of British achievement with his portrayal of the partially dismantled Spanish four-decker in the left foreground. The only four-decker ever built and the largest sailing warship in the world, the mighty *Santisima Trinidad* mounted 140 guns and was the principal Spanish flagship. Already a veteran of the battle of Cape St. Vincent, she was thought impregnable but took a tremendous battering at Trafalgar and eventually surrendered to H.M.S. *Prince*. Even in her damaged state however, she was still a hugely valuable prize and many an English purse felt her loss keenly when she foundered in heavy weather on 24th October whilst making for Gibraltar under her prize crew.



45

45

THOMAS BUSH HARDY (BRITISH, 1842-1897)

'Doges Palace, Venice'; 'Dogana Della Salute Venice', a pair both signed, dated and inscribed with title 'TB Hardy 1879' (lower left)

watercolour heightened with white

23.5 x 15.5cm (9 1/4 x 6 1/8in).

together with a third work on paper by the same hand. (3)

£1,200 - 1,800

€1,400 - 2,100

US\$1,600 - 2,400



45

46

THOMAS BUSH HARDY (BRITISH, 1842-1897)

Venetian scenes, a pair

both signed and dated 'T.B. Hardy 1882' (lower right)

watercolour heightened with white

12.5 x 18cm (4 15/16 x 7 1/16in).(2)

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000



46



46



47



48

47

PIETER CORNELIS DOMMENSEN (DUTCH, 1834-1908)

Koudum, Holland
 signed and dated 'P.C.Dommersen 1882' (lower right)
 oil on canvas
 81.5 x 127cm (32 1/16 x 50in).

£5,000 - 7,000
 €5,800 - 8,200
 US\$6,600 - 9,300

Provenance

Anon. sale, Sotheby's, London, 19 May 1971, lot 146A.
 Acquired at the above sale by the present owner's grandfather.

48

HENRY REDMORE (BRITISH, 1820-1887)

Sunrise on the Elbe
 signed and dated 'H Redmore/1869' (lower left),
 oil on canvas
 55.9 x 106.7cm (22 x 42in).

£3,000 - 5,000
 €3,500 - 5,800
 US\$4,000 - 6,600

Provenance

With Richard Green, London.



49



50

49

JAMES WEBB (BRITISH, 1825-1895)

Fishing boats and shipping in Rotterdam in an evening calm
signed, dated and inscribed 'James Webb/1875/Rotterdam'
oil on canvas
76 x 127cm (29 15/16 x 50in).

£2,500 - 3,500
€2,900 - 4,100
US\$3,300 - 4,600

50 *

ABRAHAM HULK (DUTCH, 1813-1897)

A Dutch galliot off the coast
signed 'A Hulk' (lower right)
oil on canvas
30.5 x 39.5cm (12 x 15 9/16in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,700 - 4,000



51



51



52

51

ABRAHAM HULK (DUTCH, 1813-1897)

Shipping scenes off the Dutch coast, a pair
both signed 'A Hulk' (one lower left, the other lower right)
oil on canvas
20.5 x 30.5cm (8 1/16 x 12in). (2)

£3,000 - 5,000
€3,500 - 5,800
US\$4,000 - 6,600

52 *

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

'Zuyder Zee - fishing craft in a calm'
signed, dated and inscribed 'E.W. Cooke ARA 1860' (lower left)
oil on canvas
46 x 71cm (18 1/8 x 27 15/16in).

£10,000 - 15,000
€12,000 - 18,000
US\$13,000 - 20,000

Exhibited

London, The Royal Academy, 1860, no.34.



53



54



55

53 *

THOMAS WHITCOMBE (BRITISH, CIRCA 1752-1824)

A British naval ship firing a salute off a coast
signed with initials and indistinctly dated 'T.W. 17--' (lower left)
oil on panel
26.5 x 34.5cm (10 7/16 x 13 9/16in).

£3,000 - 5,000
€3,500 - 5,800
US\$4,000 - 6,600

54 *

WILLIAM ANDERSON (BRITISH, 1757-1837)

Men-o-war under sail on a calm day
indistinctly signed 'W.A---' (lower right)
oil on panel
17.5 x 24cm (6 7/8 x 9 7/16in).

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

Provenance

With Royal Exchange Art Gallery, London.
Private collection, US.

55 *

ROBERT SALMON (BRITISH, 1775-1845)

Fisherfolk at low tide
oil on board
27 x 35.5cm (10 5/8 x 14in).

£4,000 - 6,000
€4,700 - 7,000
US\$5,300 - 8,000

Dated to 1840 by John Wilmerding, expert on Robert Salmon.

Provenance

Plymouth Antiquarian Society, Plymouth, Massachusetts.
Rose T. Briggs, Massachusetts.
Anon. sale, Christie's New York, 13 December 2000, lot 216.
Private collection, US.

Exhibited

Lincoln, Massachusetts, De Cordova Museum, *Robert Salmon*,
March 26- April 30, 1967, no. S.E.307.

Literature

John Wilmerding, *Robert Salmon: Painter of Ship & Shore*, Boston,
1971, illustrated p. 54 (titled 'Fishing Scene'), pl. 30.

56 *

ROBERT SALMON (BRITISH, 1775-1845)

The full-rigged merchantman *Liverpool* in the Mersey, seen from the Wallasey foreshore
signed with initials and dated 'RS 1810' (lower right)
oil on canvas
79 x 106.5cm (31 1/8 x 41 15/16in).

£70,000 - 100,000
€82,000 - 120,000
US\$93,000 - 130,000

Provenance

Anon. sale, Christie's, New York, 3 February 2005, lot 199.
Acquired at the above sale by the present owner.



The American author John Wilmerding sub-titled his magisterial biography of Robert Salmon as a "Painter of Ship and Shore", and the fine view offered in this catalogue is a typical composition by the artist which incorporates both elements. Likewise, when the painting was seen by the late A. S. 'Sam' Davidson, he too described it with his usual perception and commented as follows:-

"Depicting the distant Liverpool waterfront across a wide estuary poses problems of composition. At this period, when Wallasey was undeveloped, an attractive solution was to view it obliquely as seen from the north-west, including part of the unspoiled Wallasey foreshore as foreground. Beached vessels on the right of the painting not only enhanced the nautical flavour, but helped 'frame' the distant panorama. As in this instance, human interest was often imparted by passengers wading or being conveyed ashore from a ferry in the foreground. The mouth of the Mersey lies off the painting to the left. Its broad upper reaches are visible between the masts of the small boat athwart the bluff bows of the Dutch ketch on the right. In the middle distance on the left of the painting, a British ship is seen in port quarter view. Most unusually for Salmon the vessel is identifiable....", and has the name *Liverpool* emblazoned across her stern.

The *Lloyd's Register (of Shipping)* for 1810 contains only one vessel of this name, a full-rigged three-master of 315 tons built in Philadelphia in 1804. Commanded (in 1810) by Captain Bryan, she made regular crossings between Philadelphia and Liverpool although, by 1812, she was trading out of Liverpool to the Baltic. Later still, in 1818, she was sailing to Savannah and is probably the same vessel recorded as being wrecked in the Shannon estuary, Ireland, on 8th November 1825.

In 1810, Liverpool was the principal entry port for trade with North America and the plethora of shipping the city attracted meant the inevitable birth of an entire 'school' of marine artists.





57 *

SAMUEL WALTERS (BRITISH, 1811-1882)

Liverpool pilot boats racing off the mouth of the Mersey
signed and indistinctly dated 'S. Walters/184-' (lower left)
oil on canvas laid down
61 x 90cm (24 x 35 7/16in).

£5,000 - 7,000

€5,800 - 8,200

US\$6,600 - 9,300



58 *

JOHN LYNN (BRITISH, FL. 1828-1838)

The East Indiaman *Madagascar*
signed and indistinctly dated 'J. Lynn/18--' (lower left)
oil on canvas
53.5 x 82cm (21 1/16 x 32 5/16in).

£4,000 - 6,000
€4,700 - 7,000
US\$5,300 - 8,000

Provenance

With J Davey and Sons.
Private collection, US.

Designed and launched as one of the so-called 'Blackwall frigates' rather than a thoroughbred East Indiaman, *Madagascar* was built on the Thames at Blackwall for Green's famous Blackwall Line in 1837. A handsome full-rigged ship of 835 tons, her most well-known master in her early days was Captain (later Sir William) Walker and her fastest recorded run was a 43-day dash from the Cape of Good Hope to the English Channel, a notable passage in the pre-clipper era. Sailing out of London, she plied her trade to India for about fifteen years and whilst this period of her career was mostly unremarkable, she nevertheless gained a solid reputation for speed and reliability.

Her regular routine was unexpectedly shattered when, in 1851, gold was discovered in Australia and a gold rush comparable with that happening almost simultaneously in California soon began to gather momentum. Many shipowners, Green's amongst them, switched vessels onto the Australia run and the speedy *Madagascar*, under Captain Fortescue Harris, immediately became very popular with passengers eager to get to the gold fields. She was equally in demand to bring those miners who had 'struck it lucky' and their new-found wealth back home and, in July 1853, she was lying in Port Phillip loading both a full complement of passengers as well as 68,390 ounces of gold dust destined for the Bank of England. Just before sailing, Melbourne detectives boarded her and arrested two passengers believed to be implicated in the notorious McIvor Gold Escort robbery which had taken place a short while before and which was the talk of the colony. They were acquitted, but the trial delayed *Madagascar* and she eventually departed a month late. This was the last sighting of her and she thereafter disappeared without trace in one of the Southern hemisphere's most intriguing maritime mysteries. Many years later, a dying woman in New Zealand confided to a priest that she had been a nurse aboard *Madagascar* on the final voyage during which the crew, aided by some of the passengers, mutinied and killed Captain Harris and his officers. The rest of the passengers, excepting the young women, were locked below and burned alive when the mutineers took to the boats having put the ship to the torch. The woman then recounted the privations of those in the boats and stated that, after the remnants of the party came ashore in Brazil, she was the sole survivor. No details of her story could ever be proved but, if nothing else, it served to embellish an already fascinating tale of shipwreck and lost gold.



59



60

59

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).

£4,000 - 6,000
€4,700 - 7,000
US\$5,300 - 8,000

Provenance

With The Parker Gallery, London, featured as no. 677 in accompanying gallery catalogue.
Acquired from the above circa 1960s, and thence by descent.

60 *

NICHOLAS MATTHEW CONDY (BRITISH, 1818-1851)

A brig of the Royal Navy becalmed off the west coast of Africa
oil on canvas
20.5 x 25.5cm (8 1/16 x 10 1/16in).

£800 - 1,200
€940 - 1,400
US\$1,100 - 1,600

Provenance

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



61



62

61 *

THOMAS WHITCOMBE (BRITISH, CIRCA 1752-1824)

A British merchant ship with other vessels in the Channel signed and indistinctly dated 'T Whitcombe' (lower left)

oil on canvas

54 x 76cm (21 1/4 x 29 15/16in).

£4,000 - 6,000

€4,700 - 7,000

US\$5,300 - 8,000

Provenance

With N R Omell, London, exhibited in their *Exhibition of Marine Paintings of the 18th, 19th and 20th Centuries*, indistinctly numbered on a gallery label verso.

Private collection, US.

62 *

WILLIAM JOHN HUGGINS (BRITISH, 1781-1845)

An East Indiaman backing her sails and heaving-to off Bombay signed with initials 'W.J.H.' (lower left)

oil on canvas

30.5 x 43.5cm (12 x 17 1/8in).

£1,500 - 2,000

€1,800 - 2,300

US\$2,000 - 2,700

Fragments of the original artist label affixed to the stretcher.

Provenance

With N.R. Omell, London, and exhibited in their *21st Annual Marine Paintings Exhibition*, No.24.

Private collection, US.



63



64

63

THOMAS LUNY (BRITISH, 1759-1837)

Tending the nets
signed 'Luny' (lower left)
oil on board
18.5 x 27.5cm (7 5/16 x 10 13/16in).

£800 - 1,200

€940 - 1,400

US\$1,100 - 1,600

64

ATTRIBUTED TO ROBERT SALMON (BRITISH, 1775-1845)

Fisherfolk on a beach, a still day
bears a signature (lower left)
oil on panel
14.5 x 20.5cm (5 11/16 x 8 1/16in).

£800 - 1,200

€940 - 1,400

US\$1,100 - 1,600

This study appears to be related to various compositions by Salmon including *Moonlight and Lighthouse* of 1836.



65



66

65 *

WILLIAM ANDERSON (BRITISH, 1757-1837)

Bringing in the catch and drying the nets

oil on panel

23.5 x 34.5cm (9 1/4 x 13 9/16in).

£1,500 - 2,000

€1,800 - 2,300

US\$2,000 - 2,700

Provenance

With the Tryon & Swann Gallery Ltd., London, no. N138.

Private collection, US.

66

JOHN WARD OF HULL (BRITISH, 1798-1849)

A view across the Humber from the Citadel

oil on panel

16 x 22cm (6 5/16 x 8 11/16in).

£1,500 - 2,000

€1,800 - 2,300

US\$2,000 - 2,700



67

67 *

EDWARD MORAN (AMERICAN, 1829-1901)

Battling into a sheltered harbour
oil on canvas
76.5 x 127cm (30 1/8 x 50in).

£8,000 - 12,000
€9,400 - 14,000
US\$11,000 - 16,000

Provenance

With Alexander Gallery, New York.

It has been suggested that the scene depicted is on approach to Baltimore.

68 *

WILLIAM EDWARD NORTON (AMERICAN, 1843-1916)

'Off Dieppe'
signed 'W E Norton' (lower left)
oil on board
20.5 x 29.5cm (8 1/16 x 11 5/8in).
original artist's label on board verso

£600 - 800
€700 - 940
US\$800 - 1,100

Provenance

With N R Omell, London.
Private collection, US.

69 *

CARL LUDWIG BILLE (DANISH, 1815-1898)

A view across to Charlotte Amalie on the island of St Thomas in the Danish West Indies
signed and dated 'Carl Bille 1868' (lower left)
oil on canvas laid to board
30.5 x 46cm (12 x 18 1/8in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000

Provenance

Anon. sale, Sotheby's, London, 2 December 1999, lot 73.



68



69



70

CHARLES MARTIN POWELL (BRITISH, 1775-1824)

A convoy in distress off the North African coast

signed 'CMPowell' (lower right)

oil on canvas

62 x 92cm (24 7/16 x 36 1/4in).

£8,000 - 12,000

€9,400 - 14,000

US\$11,000 - 16,000

Provenance

Anon. sale, Sotheby's, Billingshurst, 20 October 1992, lot 1171.

With The Parker Gallery, London.



71 *

CHARLES MARTIN POWELL (BRITISH, 1775-1824)

A busy harbour scene with Dutch and British shipping
signed and dated 'CMPowell/1815' (lower right)
oil on canvas

91.5 x 137.5cm (36 x 54 1/8in).

£8,000 - 12,000

€9,400 - 14,000

US\$11,000 - 16,000



72

72

CARL EMIL BAAGÖE (DANISH, 1829-1902)

Shipping off Kronborg Castle, Sweden
signed 'Carl Baagoe' (lower right)
oil on canvas
23.5 x 34cm (9 1/4 x 13 3/8in).

£800 - 1,200

€940 - 1,400

US\$1,100 - 1,600



73

VIGGO FAUERHOLDT (DANISH, 1832-1883)

Coastal scenes, a pair
both signed and dated 'WFauerholdt 1871'
(one lower left, the other lower right)
oil on canvas
25.5 x 37.5cm (10 1/16 x 14 3/4in).(2)

£800 - 1,200

€940 - 1,400

US\$1,100 - 1,600



73



74



75

74 *

ARTHUR JOSEPH MEADOWS (BRITISH, 1843-1907)

'The mouth of the Tagus, Lisbon'
 signed and dated 'ArthurJ.Meadows/1881' (lower left), also signed,
 inscribed with title and further inscribed 'Arthur.J.Meadows/---/
 The port from which Vasco da Gama the dis-coverer/set sail---' (on
 artist's label affixed to stretcher verso)
 oil on canvas
 61.5 x 107cm (24 3/16 x 42 1/8in).

£2,500 - 3,500
€2,900 - 4,100
US\$3,300 - 4,600

Provenance

With The Cooling Galleries, London.

75

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

Dutch fishing vessels off a coast
 oil on canvas
 55.5 x 80.5cm (21 7/8 x 31 11/16in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000

Provenance

With Frost & Reed, London, no. 40715.



76



77



78

76

JAMES EDWIN MEADOWS (BRITISH, 1828-1888)

Shipping off St Michael's Mount
oil on canvas
61 x 107cm (24 x 42 1/8in).

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

77

WILLIAM ADOLPHUS KNELL (BRITISH, 1802-1875)

Coastal craft off Scarborough
signed and dated 'WAKnell/184-' (lower right)
oil on canvas
56 x 105.5cm (22 1/16 x 41 9/16in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000

78 *

RICHARD HENRY NIBBS (BRITISH, 1816-1893)

Hulks at rest, sunrise
signed 'RHNibbs' (lower right)
oil on canvas laid to board
71.5 x 117cm (28 1/8 x 46 1/16in).

£5,000 - 7,000
€5,800 - 8,200
US\$6,600 - 9,300



79

DAVID JAMES (BRITISH, 1853-1904)

'Evening Tide'

signed and dated 'D.James 95' (lower right), also signed, titled and dated (on canvas verso)

oil on canvas

63.5 x 127cm (25 x 50in).

£25,000 - 35,000

€29,000 - 41,000

US\$33,000 - 46,000

Provenance

With Cooling Galleries, London.

Acquired from the above circa 1950, and thence by descent to the present owner.





80



81

80

DAVID JAMES (BRITISH, 1853-1904)

Breakers off the Cornish coast
signed and dated 'D. James 86' (lower right), bears the artist's name
and partial title (on fragment of old label attached to the frame verso)
oil on canvas
64.1 x 128cm (25 1/4 x 50 3/8in).

£4,000 - 6,000
€4,700 - 7,000
US\$5,300 - 8,000

81

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

'The Traeth Maur N. Portmadoc, Moonlight - Twilight'
signed and dated 'H. Moore. 1872-5' (lower right), also 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).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000



82



83

82

**ATTRIBUTED TO JOHN MOORE OF IPSWICH
(BRITISH, 1820-1902)**

A break in the clouds, with mixed merchant vessels in coastal waters
oil on canvas
61 x 92cm (24 x 36 1/4in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,700 - 4,000

83

WILLIAM JOY (BRITISH, 1803-1867)

Shipping off the coast at dusk
signed 'W JOY' (lower right)
oil on panel
29 x 41.5cm (11 7/16 x 16 5/16in).

£1,500 - 2,500
€1,800 - 2,900
US\$2,000 - 3,300

Provenance

With Jonathan Cooper Fine Art, London, 13 November 1998.
Private collection, UK.



84

84

CHINESE SCHOOL, 19TH CENTURY

The Brocklebank clipper *Maiden Queen* off Hong Kong
oil on canvas
52 x 66cm (20 1/2 x 26in).

£2,000 - 3,000

€2,300 - 3,500

US\$2,700 - 4,000



85

85 *

KWONG SANG (CHINESE, ACTIVE 1860-1900)

The iron ship *Militiades*
signed and dated 'Kwong Sang/1890' (lower right)
oil on canvas
56 x 89cm (22 1/16 x 35 1/16in).

£2,000 - 3,000

€2,300 - 3,500

US\$2,700 - 4,000

Provenance

Anon. sale, Sotheby's, Hong Kong, 28 May 1980, lot 246.

Anon. sale, Christie's, New York, 23 January 2012, lot 357.

86 *

ANGLO-CHINESE SCHOOL, 19TH CENTURY

The barque *Glenaros* of London, Hong Kong in the distance inscribed 'GLENAROS. LONDON' (lower left) oil on canvas
46 x 61cm (18 1/8 x 24in).

£1,500 - 2,000

€1,800 - 2,300

US\$2,000 - 2,700

Built for Adamson's of London by William Pile at Sunderland in 1861, *Glenaros* was a fine wooden clipper ship registered at 679 tons and measuring 182 feet in length with a 32½ foot beam. On her first passage home from China under Captain Buckham, she made the run in a very fast 108 days (Shanghai to London), this being the quickest ever recorded against the monsoon. Purchased by J. Morrison of London in 1869, her new owner took her off the China tea run and put her into the Indian trade where she remained until she was sold to Hopkins of Aberystwyth in 1877. Resold to different owners in the same port in 1878 and again in 1880, she was abandoned sinking in the North Atlantic on 21st March 1881 when, after shipping water in a fierce north-easterly gale, her shifting grain cargo choked her pumps and she was overwhelmed.



86

87 *

ANGLO-CHINESE SCHOOL, 19TH CENTURY

The American clipper ship *Kingfisher* oil on canvas
52.5 x 73.5cm (20 11/16 x 28 15/16in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000



87



88



89

88

WILLIAM HOWARD YORKE (AMERICAN, 1847-1921)

The British barquentine *Ellen Lloyd* under full sail, outward bound for Venezuela and passing the Skerries lighthouse signed and dated 'W.H. YORKE/1894' (lower left)

oil on canvas
50.5 x 76cm (19 7/8 x 29 15/16in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,700 - 4,000

Provenance

With The Parker Gallery, London.

Although the second part of this vessel's name is no longer legible on the bow, she appears to be the *Ellen Lloyd*. Built at Nevin (now called Nefyn), North Wales in 1877 by G. Owen and launched as the *Ebenezer Parry*, she was registered at 195 tons gross (182 net) and measured 100 feet in length with a 25 foot beam. Operating out of her home port of Caernarvon, usually carrying salted fish, she was sold by her original owner H. Parry to W. Anthony in 1890 who renamed her *Ellen Lloyd*. Trading into the new century, she disappears from record in 1908.

89

DE SIMONE (ITALIAN, 19TH/20TH CENTURY)

SY Doris in the Bay of Naples with Vesuvius beyond signed and dated 'De Simone/1913' (lower right), inscribed 'S.Y. DORIS' (lower left) gouache

44.5 x 65.5cm (17 1/2 x 25 13/16in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000

Provenance

With Leggatt Brothers, London.
Private collection, UK.



90

**ATTRIBUTED TO SAMUEL WALTERS
(BRITISH, 1811-1882)**

The clipper ship *Lightning* off the coast
oil on canvas
81.9 x 121.9cm (32 1/4 x 48in).

£5,000 - 7,000
€5,800 - 8,200
US\$6,600 - 9,300

The *Lightning* was the first of a very famous quartet of 'extreme' clippers to come out of Donald McKay's innovative and hugely influential yards at East Boston, Massachusetts. Built to the order of James Baines & Co. of Liverpool, for their prestigious as well as highly profitable Black Ball Line of Australian packets, she was launched on 3rd January 1854, just one week before the

equally celebrated *Red Jacket* sailed on her maiden voyage. Registered at 2,083 tons, *Lightning's* design was unlike any previous large clipper and she measured 243 feet long overall, with a 44 foot beam. Primarily a passenger ship, although she also had ample capacity for cargo, she had berths for about 370 persons in remarkably comfortable accommodation and carried a crew of 87.

Clearing Boston on 18th February 1854, she made an excellent run to Liverpool under the notorious Captain 'Bully' Forbes who then took her out to Melbourne in a splendid 77 days. She returned in an even more impressive 64 days (Port Philip to Liverpool) loaded with £1 million sterling in gold bullion in addition to a full complement of passengers, just beating *Red Jacket's* time for the round

trip by two days. She soon became renowned for these very fast passages, so much so that in 1857 she was one of the clippers chartered by the British government to ferry troops to India following the outbreak of the Mutiny. Returning from Calcutta, she resumed her Australian sailings and remained an extremely popular ship all through the 1860s despite the growing reliability of steam. Tragically, in the early morning of 31st October 1869, having finished loading her cargo of wool at Geelong the previous day, she was found to be ablaze and the fire out of control. In an attempt to save her cargo, she was towed out into Melbourne Harbor and scuttled well clear of the dockside. Much of her cargo was ultimately recovered but *Lightning* herself was beyond saving and she was destroyed shortly afterwards as being a threat to navigation.



91



92

91

EDWIN HAYES RHA, RI, ROI (BRITISH, 1819-1904)

Tarifa, coast of Spain
 signed and dated 'E Hayes/1889' (lower left)
 watercolour
 53 x 80.5cm (20 7/8 x 31 11/16in).
 bears original label on frame verso

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000

Exhibited

Believed to be the work of the same name exhibited London, Royal Academy, 1891, no.1139.

92

THOMAS BUSH HARDY (BRITISH, 1842-1897)

In choppy waters
 signed and dated 'T.B.Hardy RWS'
 watercolour heightened with bodycolour
 77 x 49cm (30 5/16 x 19 5/16in).

£800 - 1,200
€940 - 1,400
US\$1,100 - 1,600

Provenance

Given by the artist as security for a small personal loan, according to a letter attached to the backboard.



93

WILLIAM THORNLEY (BRITISH, ACTIVE 1857-1898)

A hay barge in choppy waters; Coming ashore, a pair
both signed 'THORNLEY' (the first lower left, the second lower right)
oil on canvas

25.5 x 41cm (10 1/16 x 16 1/8in).(2)

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000

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please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



94

94 *

CHARLES BROOKING (BRITISH, 1723-1759)

The wreck of the Nuestra Senora off Beachy Head, November 1746
signed 'C Brooking' (lower centre)
oil on canvas
28 x 38cm (11 x 14 15/16in).

£2,500 - 3,500
€2,900 - 4,100
US\$3,300 - 4,600

Provenance

With The Parker Gallery, London.
Sotheby's, 13 March 1985, lot 22.
Private collection, US.

Exhibited

Mellon Foundation, Aldeburgh/Bristol, June/
July 1966, no. 20.

Literature

David Joel, *Charles Brooking (1723-1759)
and the 18th Century British Marine Painters*,
Woodbridge, 2000, p.165, no.402, illustrated
on p.160.



95

95 *

CHARLES BROOKING (BRITISH, 1723-1759)

Two ships weathering a gale
oil on canvas
24.5 x 34.5cm (9 5/8 x 13 9/16in).

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

Provenance

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

Literature

David Joel, *Charles Brooking (1723-1759)
and the 18th Century British Marine Painters*,
Woodbridge, 2000, p.142, no.210A,
illustrated on p.140.

96 *

ENGLISH SCHOOL, EARLY 19TH CENTURY

Two vessels of the Royal Navy colliding in a severe squall off a West Indian naval anchorage
oil on canvas
52.5 x 75cm (20 11/16 x 29 1/2in).

£3,000 - 5,000
€3,500 - 5,800
US\$4,000 - 6,600

Provenance

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



96

97

THOMAS BUTTERSWORTH (BRITISH, 1768-1828)

The rescue
signed with initials 'TB' and indistinctly dated
(lower left)
oil on canvas
43.2 x 53.6cm (17 x 21 1/8in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000



97



98



99



100

98 *

**ATTRIBUTED TO THOMAS WHITCOMBE
(BRITISH, CIRCA 1752-1824)**

Squadron of the fleet off a rocky coast,
possibly Flamborough head
oil on canvas
28 x 38.5cm (11 x 15 3/16in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000

Provenance

Anon. sale, Christie's, London, 8 November
2006, lot 428.
Acquired at the above sale by the present
owner.

99 *

**CIRCLE OF CHARLES MARTIN POWELL
(BRITISH, 1775-1824)**

A Dutch merchant vessel with a British naval
ship in coastal waters
oil on panel
24.5 x 34.5cm (9 5/8 x 13 9/16in).

£800 - 1,200
€940 - 1,400
US\$1,100 - 1,600

100 *

**ATTRIBUTED TO THOMAS LUNY
(BRITISH, 1759-1837)**

A naval schooner with other shipping off
Dover
oil on canvas
81.5 x 109.5cm (32 1/16 x 43 1/8in).

£4,000 - 6,000
€4,700 - 7,000
US\$5,300 - 8,000

Provenance

With Martyn Gregory, London.
Private collection, US.



101



102

101

THOMAS HARRISON HAIR (BRITISH, 1810-1882)

The brigantine *Mary* off Tynemouth, with a paddle tug and other shipping signed 'THOS H. HAIR' and indistinctly dated 1850 (on the stern of the rowing boat lower left)
oil on canvas
86.3 x 121.9cm (34 x 48in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,700 - 4,000

Departing from her home port of Newcastle upon Tyne, the present work depicts the brigantine *Mary* at the busy mouth of the River Tyne. She plied her trade between continental ports and the UK. She was owned by Thomas Carr of Scotswood, Nothumberland, a local industrialist who owned coal mines and ships.

Provenance

Thomas Carr and thence by descent to the present owner.



103



104

102 *

CIRCLE OF JOSEPH WALTER (BRITISH, 1783-1856)

The mouth of the Avon
oil on canvas
59 x 76.5cm (23 1/4 x 30 1/8in).

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

103 *

JOHN WARD OF HULL (BRITISH, 1798-1849)

The frigate *Herculaneum* in profile
pen and ink, and watercolour
13.5 x 20.5cm (5 5/16 x 8 1/16in).

£600 - 800
€700 - 940
US\$800 - 1,100

104

ARTHUR WILDE PARSONS (BRITISH, 1854-1931)

Blowing hard off St Mawes
signed and dated 'A. WILDE
PARSONS.1910.' (lower right)
watercolour and bodycolour
35.5 x 52.7cm (14 x 20 3/4in).

£800 - 1,200
€940 - 1,400
US\$1,100 - 1,600

Provenance

Anon. sale, Clevedon Salerooms, 12 June
2008, lot 126.



105

105

**FOLLOWER OF ANTONIO NICOLO
GASPARO JACOBSEN (1850-1921)**

Portrait of a screw steamer, believed to be
Neptuno
oil on canvas
51 x 77.5cm (20 1/16 x 30 1/2in).
unframed

£800 - 1,200

€940 - 1,400

US\$1,100 - 1,600

The masthead pennant appears to show a figure of Neptune and the ship fits the description of the screw steamer *Neptuno*, built in 1873 and owned by Tatham & Co. of London.



106

106

**VICTOR CHARLES EDOUARD ADAM
(FRENCH, 1868-1938)**

SS *Camperdown* leaving Le Havre, a pair
both signed 'V ADAM/1890/ROUEN' (lower
right)
oil on canvas
62 x 92cm (24 7/16 x 36 1/4in).(2)
unframed

£800 - 1,200

€940 - 1,400

US\$1,100 - 1,600

The SS *Camperdown* was built in 1889 by John Blumer for Pinkeys, Clare & Nye, London. Primarily transporting goods throughout the North Atlantic, she would change hands, and name, several times throughout her career. The last of these moves being her sale to Rederi AB Gustav Wasa in Kalmar, Sweden, in 1924 at which point she was renamed *Gustav Wasa*. It is at this time that she would be given the nickname 'snebelcreutz', accounting for her her unusual bow shape having originally had a bowsprit - snebel being Swedish for proboscis and Creutz being the name of a prominent Maritime family in Sweden. *Camperdown* met her end in 1936, sinking off the coast of Sweden after running aground in adverse weather.





107



108

107 *

**ANTONIO NICOLO GASPARO JACOBSEN
(AMERICAN, 1850-1921)**

SS *Philadelphia* of the American Line
signed, dated and inscribed 'Antonio Jacobsen 1913/31 Palisade Av
West Hoboken N.J.' (lower right)
oil on board
45.5 x 80.5cm (17 15/16 x 31 11/16in).

£3,000 - 5,000
€3,500 - 5,800
US\$4,000 - 6,600

Provenance

Anon. sale, Christie's, London, 23 October 1987, lot 79.

108 *

**ANTONIO NICOLO GASPARO JACOBSEN
(AMERICAN, 1850-1921)**

SS *Hudson* of the Cromwell Line, New York
signed, dated and inscribed 'A Jacobsen 1900/West Hoboken N.J.'
(lower right)
oil on canvas
55.5 x 91.5cm (21 7/8 x 36in).

£3,000 - 5,000
€3,500 - 5,800
US\$4,000 - 6,600

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109 AR TP

CHARLES PEARS, RSMA (BRITISH, 1873-1958)

Mauretania

signed 'Chas PEARS' (lower left)

oil on canvas

239 x 364cm (94 1/8 x 143 5/16in).

£15,000 - 20,000

€18,000 - 23,000

US\$20,000 - 27,000

Of all the great liners that once plied the North Atlantic, the *Mauretania* was perhaps the most famous. Conceived with her equally celebrated sister ship *Lusitania*, the two ships were built as a British response to the increasing threat to Cunard's domination of the transatlantic passenger trade posed by the brash White Star Line which, in 1901, had passed into American ownership. *Mauretania*, at 31,938 tons, was launched on 20th September 1906 and was ready for trials exactly a year later. Her builders, Swan Hunter, handed her over to Cunard on 7th November 1907 and she sailed from Liverpool on her maiden voyage to New York on 16th November. On the return passage, she established a new record for the eastward crossing with an average speed of 23.69 knots, amply justifying the faith that had been placed in her giant turbine engines. In May 1908 she broke the record for the westbound crossing, only losing it to her sister a few months later. Regaining it in September 1909, when her average speed on the westward passage reached 26.06 knots, this new record was to stand for a remarkable twenty years until broken by the German liner *Bremen*.

Financed by a Government loan like her sister, *Mauretania* was requisitioned for war service in 1914 and operated as both a troop transport and a hospital ship. Eventually released in May 1919, she resumed peacetime sailings only for them to be interrupted in July 1921 when she was severely damaged by fire whilst at Southampton. Repaired, remodelled and converted to oil-firing, she returned to service in March 1922 and once again set new speed records which averaged 25.5 knots. Despite her advancing age, she was rapidly becoming an institution among the travelling public and became a living legend as the 1920s drew to a close. When she eventually lost the 'Blue Riband' to the *Bremen* in July 1929, she took up the challenge to recover it immediately with her fastest-ever crossings over the measured distance. Her average speed on the homeward run of 27.2 knots narrowly failed to catch *Bremen*'s 27.9, but it was an astonishing achievement for the twenty-two year old veteran against the new German contender. In 1930, against a background of deteriorating economic conditions, she was withdrawn from the North Atlantic and put onto cruising. In May 1933, her hull was painted white to reflect this new rôle but she only survived two more years until sold for scrapping in 1935. The public mourned her as affectionately as they had honoured her in her prime. She had won for herself a place in maritime history such as no other steamship had ever done and it was not in the least surprising that even long after she had been broken up, she was still commonly known as "The Grand Old Lady of the Atlantic".



110



111

110 AR

WILLIAM ERIC THORP (BRITISH, 1901-1993)

'The Leading Lady'
signed 'W. ERIC THORP' (lower left), inscribed with title, artist's name
and address (on exhibition label verso)
oil on board
61 x 91.5cm (24 x 36in).

£1,200 - 1,800
€1,400 - 2,100
US\$1,600 - 2,400

Exhibited

London, The Mall Galleries, *Royal Society of Marine Artists*, 1982.

111

EDWIN HENRY EUGENE FLETCHER (BRITISH, 1857-1945)

'Misty morning on the Thames'
signed 'E. Fletcher' (lower left)
oil on canvas
50.8 x 76.2cm (20 x 30in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000

112 AR

NORMAN WILKINSON (BRITISH, 1878-1971)

MV *British Diplomat*, Abadan, Iran
signed, dated and inscribed "'BRITISH
DIPLOMAT" ABADAN, MARCH 1928/
NORMAN WILKINSON' (lower right)
watercolour
35.5 x 53cm (14 x 20 7/8in).

£800 - 1,200

€940 - 1,400

US\$1,100 - 1,600



112

113 AR

BRIAN J. JONES (BRITISH, BORN 1945)

Shipping off Greenwich Naval College
signed and dated 'B.J.Jones/96' (lower left)
oil on canvas
41 x 61.5cm (16 1/8 x 24 3/16in).

£800 - 1,200

€940 - 1,400

US\$1,100 - 1,600



113

114 AR

FRANK HENRY MASON (BRITISH, 1875-1965)

A post-War cruiser leaving the Solent
between Hurst Castle and The Needles
signed 'FRANK.MASON' (lower left)
oil on canvas
45.5 x 65.5cm (17 15/16 x 25 13/16in).

£800 - 1,200

€940 - 1,400

US\$1,100 - 1,600

Provenance

With N.R. Omell, London, no. 17.
Private collection, UK.



114



115



116

115

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).

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000

Provenance

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

116

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

Off a mountainous coastline

signed and indistinctly inscribed 'W L Wyllie/Arra... de Muettas' (lower right)

watercolour

10.5 x 33cm (4 1/8 x 13in).

£800 - 1,200

€940 - 1,400

US\$1,100 - 1,600



117



118

117 AR

CHARLES PEARS, RSMA (BRITISH, 1873-1958)

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

£1,200 - 1,800
€1,400 - 2,100
US\$1,600 - 2,400

118 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).

£800 - 1,200
€940 - 1,400
US\$1,100 - 1,600

119 AR

CHARLES PEARS, RSMA (BRITISH, 1873-1958)

The Evacuation of St Nazaire, 17th June 1940
signed 'Chas PEARS' (lower right)
oil on canvas
80 x 113cm (31 1/2 x 44 1/2in).

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 24,000

Named for one of the Hebridean Islands, *Oronsay* was the second of five identical sisters ordered for the Orient Line's premier Australian passenger service in a post-War rebuilding programme begun in the early 1920s. Laid down in John Brown's yards on the Clyde, she was launched on 14th August 1924 and completed for sea on 14th January 1925. Registered at 20,001 tons gross, she measured 659 feet in length with a 75 foot beam and had accommodation in two classes for about 1,850 passengers, fitted with twin screws driven by geared turbines powered from oil-fired boilers, she was a handsome and well-appointed ship destined to prove very popular with the travelling public. Following successful sea trials in the Firth of Clyde, she left Tilbury on her maiden voyage to Brisbane on 7th February and thereafter maintained an unblemished regular service to Australia for the ensuing fourteen years.

Departing Tilbury on 26th 1939, she was eight days out and into the Mediterranean when War was declared on 3rd September, the immediate result of which was that she was well clear of Suez before her captain once again allowed any visible lights after dark. After returning home in early December, she made only one more round-trip before being requisitioned as a troop transport on 6th April 1940. Modified to carry an additional 1,274 persons, she was first involved in evacuating troops after the disastrous campaign in Norway and finally returned to Gourock, on the Clyde, on 12th June 1940. Two days later, in company with her sister *Otranto* and another Orient liner, the *Ormonde*, she sailed for St. Nazaire, on the Atlantic coast of France, to assist with the evacuation of Allied troops in danger of being trapped by rapidly advancing German forces. *Oronsay* arrived at St. Nazaire early on 17th June and began embarking troops immediately; several hours later, at 1.48pm, she (and the other ships standing off the port) came under heavy air attack during which she was hit several times, including a direct hit on her chartroom which not only destroyed everything in it, but all her internal communication equipment, as well as her radio.

Not so fortunate was another transport, the Cunard liner *Lancastria*, lying nearby and also embarking troops in large numbers. Just as she was about to weigh anchor in the Charpentier Roads, she too came under attack from German bombers. During the third wave, she was hit by a string of four bombs, one of which penetrated the engine room and caused a massive explosion. An immediate list allowed the launching of only two lifeboats and, after about twenty minutes, the doomed vessel rolled over and sank. Approximately 2,500 men were rescued by small craft and many of them were transferred into *Oronsay* before she departed the scene. The actual death toll on the *Lancastria* has never been confirmed however, and whilst a minimum

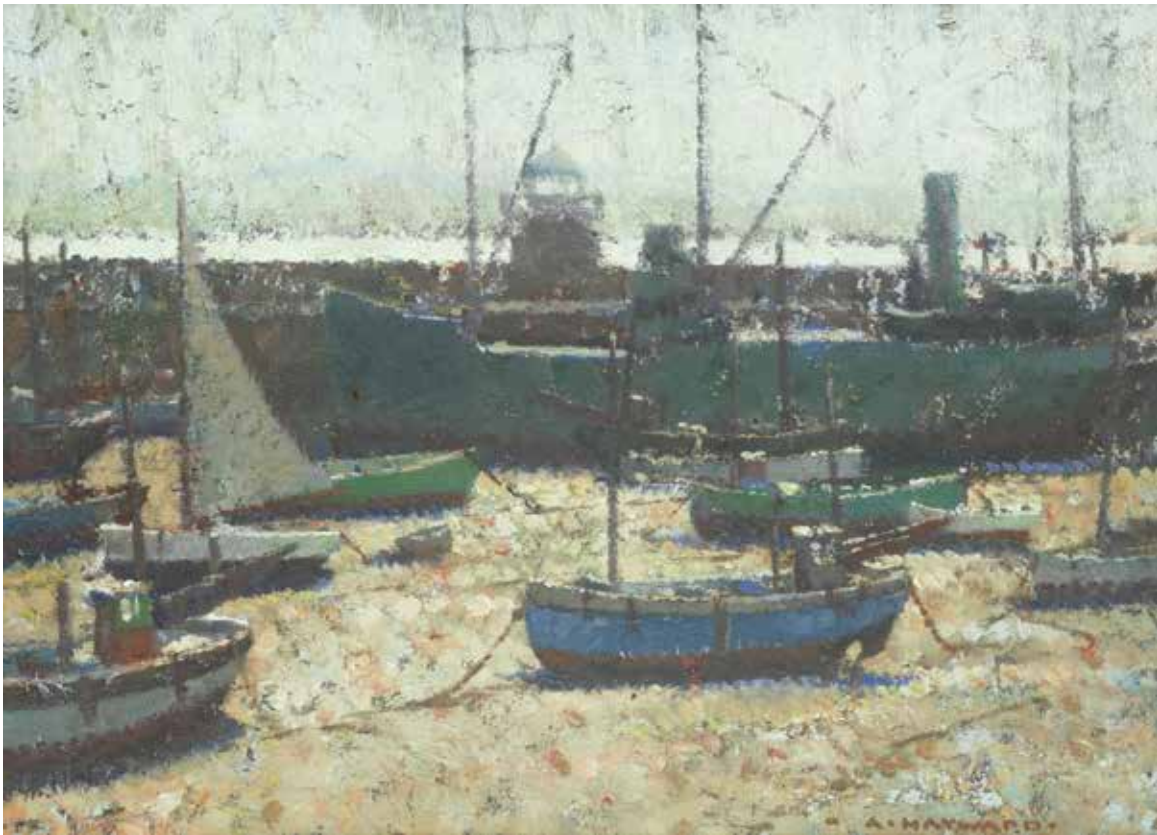
of 3,000 seems certain, it has been suggested that it could even have been as high as 6,500. Ruthlessly censored at the time, the full horror of the incident was not revealed until well after the end of the War and whatever the total number of deaths, it was and remains the worst maritime disaster in British history.

As for the *Oronsay*, her master, Captain Nicholls, somehow got her back to Plymouth safely "with the aid of a French motoring map and a penny ruler" as he had no navigational instruments or charts, all of which had been lost in her wrecked chartroom. After repairs, she then resumed her wartime duties but was torpedoed and sunk by the Italian submarine *Archimede* off West Africa on 9th October 1942. Fortunately running empty on that occasion, most of her crew were saved and only five lives were lost.

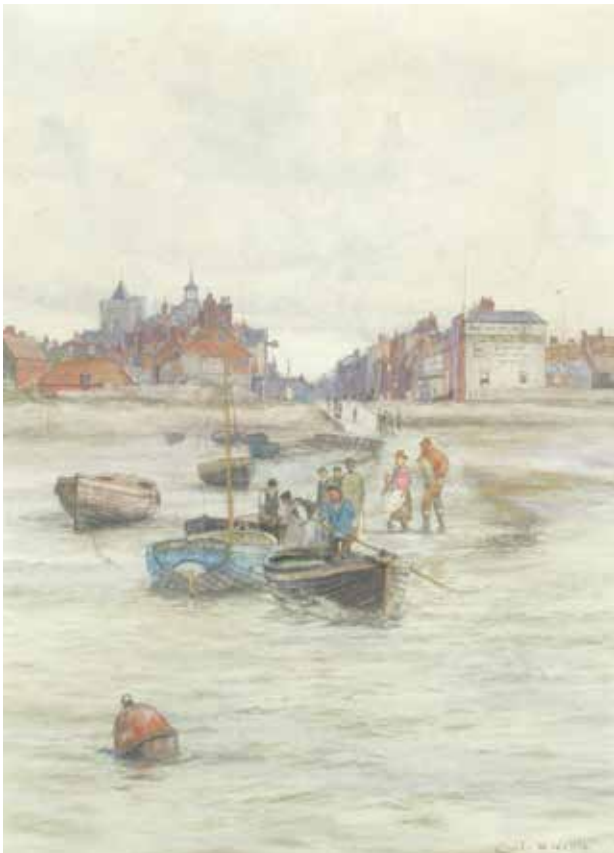
This superbly atmospheric painting, and one of the very few images in existence of the sinking *Lancastria*, depicts an incident within the wider operations lasting from 10th - 25th June 1940 which, whilst greatly overshadowed by the epic evacuation of troops from the beaches at Dunkirk, was nevertheless hugely significant in itself and saved just over 215,000 servicemen and civilians from German imprisonment.

Charles Pears established himself illustrating for periodicals before becoming a prolific poster artist during the inter-war period, which included working with London Underground, the Empire Marketing Board and various rail companies. A keen yachtsman, the sea inspired much of his output and eventually led him to become the first President of the (Royal) Society of Marine Artists in 1939. His vast knowledge of ships and high degree of technical precision made him an ideal appointment as a war artist with the government seeking accurate records during wartime. In the First World War he held a commission in the Royal Marines and was an official war artist to the Admiralty, before working for the War Artists' Commission during the Second World War. Examples from these periods seldom appear on the market as the majority are part of the Imperial War Museum and National Maritime Museum collections. Typical of all Charles Pears' works, 'The Evacuation from St. Nazaire' combines the unique stylised charm and meticulous detail he is renowned for. The scene successfully captures the drama and tension of the event, as the viewer is placed as if in a boat edging closer to the action. Owing to the government's decision not to publicise the event and Pears' official role at the time, this is certainly an extremely rare and important historical document of a major event at the start of the Second World War.





120



121

120 ^{AR}

ARTHUR HAYWARD (BRITISH, 1889-1962)

St Ives Harbour
 signed 'A.HAYWARD' (lower right), bears inscription (on panel verso)
 oil on board
 25 x 33cm (9 13/16 x 13in).

£2,000 - 3,000
 €2,300 - 3,500
 US\$2,700 - 4,000

121 *

CHARLES WILLIAM WYLLIE, R.B.A. (BRITISH, 1859-1923)

Leaving the shore
 signed 'Charles W Wyllie' (lower right)
 watercolour
 34 x 25cm (13 3/8 x 9 13/16in).

£500 - 700
 €580 - 820
 US\$660 - 930



122



123

122 AR

NORMAN WILKINSON (BRITISH, 1878-1971)

Off Harwich
signed 'NORMAN WILKINSON' (lower right)
oil on canvas
45.5 x 60cm (17 15/16 x 23 5/8in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,700 - 4,000

123 AR

NORMAN WILKINSON (BRITISH, 1878-1971)

Octopus fishing, Tenerife
signed 'NORMAN WILKINSON' (lower left)
oil on canvas
45.5 x 61cm (17 15/16 x 24in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,700 - 4,000

Provenance

With The Fine Art Society Ltd., London, March 1956.
Anon. sale, Bonhams, London, 14 January 1993, lot 327.
Private collection, UK.



124 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).

£5,000 - 8,000

€5,800 - 9,400

US\$6,600 - 11,000

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.



125



126

125 AR

HENRY SCOTT (BRITISH, 1911-2005)

'Tea Clipper *Morning Star*'
signed 'Henry Scott' (lower right), inscribed with title and further
inscribed '(1534 tons) built 1854. Lost in 1879.' (on the stretcher)
oil on canvas
35 x 51cm (13 3/4 x 20 1/16in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,700 - 4,000

Provenance

With MacConnal-Mason & Son, Ltd. Fine Art Dealers, London.
Private collection, UK.

126

MARK RICHARD MYERS (AMERICAN, BORN 1945)

'Trouble on Bideford Bar'
signed 'Mark Myers' (lower right), signed, inscribed and dated
"Trouble on Bideford Bar"/-January 1, 1863-/.Mark Myers.1982'
and further inscribed 'Ship "Louisa"/Tugs "Ajax" and "Iron Duke"' (on
canvas overleaf)
oil on canvas
50.8 x 61cm (20 x 24in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000



127



128

127 AR

JOHN BENTHAM DINSDALE (BRITISH, 1927-2008)

Wild Deer at full mast
signed 'John Bentham.Dinsdale' (lower left)
oil on canvas
76.5 x 101.5cm (30 1/8 x 39 15/16in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,700 - 4,000

Extensively inscribed on the canvas verso as follows:

'The *Wild Deer* was built on the Clyde by Charles Commill and launched in December 1863. Her Captain - George Cobb [-] took her straight from the stocks and made some quite remarkable passages - on one occasion he made London from Shanghai in 98 days. In her late years the *Wild Deer* ----taking people out to Australia and New Zealand. Her end came in 1883 when in bad January weather she was wrecked off the Irish coast with her 200 people on board.
John Bentham Dinsdale'

128 AR

JOHN SUTTON (BRITISH, BORN 1940)

'The barquentine *Waterwitch* in the channel' signed 'John Sutton' (lower left), inscribed with title (on canvas verso)
oil on canvas
61.5 x 91cm (24 3/16 x 35 13/16in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000

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.



129



130

129 AR

JOHN STEVEN DEWS (BRITISH, BORN 1949)

SS *Archimedes* off the North Coast of Spain

signed 'J. Steven Dewes' (lower left)

oil on canvas

50.8 x 76.2cm (20 x 30in).

£4,000 - 6,000

€4,700 - 7,000

US\$5,300 - 8,000

Provenance

With E. Stacy-Marks Ltd, Eastbourne, 30 July 1983, stock no. D-2799.

130

KENNETH DENTON SHOESMITH (1896-1939)

A four masted barque in choppy waters

signed 'KENNETH D/SHOESMITH' (lower right)

watercolour and bodycolour with traces of pencil

66 x 96.5cm (26 x 38in).

£1,500 - 2,000

€1,800 - 2,300

US\$2,000 - 2,700

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.



131



132

131 AR

TIMOTHY FRANKLIN ROSS THOMPSON (BRITISH, BORN 1951)

Moonlit action
signed 'Tim Thompson' (lower right)
oil on canvas
49 x 61cm (19 5/16 x 24in).

£1,500 - 2,500
€1,800 - 2,900
US\$2,000 - 3,300

132 AR

TIMOTHY FRANKLIN ROSS THOMPSON (BRITISH, BORN 1951)

The Battle of the Nile
signed 'Tim Thompson' (lower right)
oil on canvas
51 x 76.5cm (20 1/16 x 30 1/8in).

£1,800 - 2,200
€2,100 - 2,600
US\$2,400 - 2,900



133



134

133 AR

TIMOTHY FRANKLIN ROSS THOMPSON (BRITISH, BORN 1951)

The Evening Gun
signed 'T.F.Thompson' (lower left)
oil on canvas
55.9 x 76.2cm (22 x 30in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,700 - 4,000

134 AR

TIMOTHY FRANKLIN ROSS THOMPSON (BRITISH, BORN 1951)

Two-deckers drying their sails at anchor in Spithead, with other ships of the fleet beyond
signed 'T.F.Thompson' (lower right)
oil on canvas
55.9 x 76.2cm (22 x 30in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,700 - 4,000



135

135

JOHN SCOTT (BRITISH, 1802-1885)

A merchant barque off the Northeast coast signed and dated 'J.Scott./1864' (lower right) oil on canvas
68 x 108cm (26 3/4 x 42 1/2in).

£5,000 - 8,000

€5,800 - 9,400

US\$6,600 - 11,000

136

TURKISH/ITALIAN SCHOOL, 19TH CENTURY

'Triumph of Boston Char. Jones Master, Smyrna 1853' titled (lower centre) watercolour and gouache
39.5 x 50cm (15 9/16 x 19 11/16in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000

137

RAFFAELE CORSINI (TURKISH, LATE 19TH CENTURY)

'Bark Western Sea, H.S. Taylor Entering Smyrna Bay October 20th 1855' signed 'Raffaele Corsini' (lower right), titled (lower centre) oil on canvas
45 x 65cm (17 11/16 x 25 9/16in).

£1,500 - 2,000

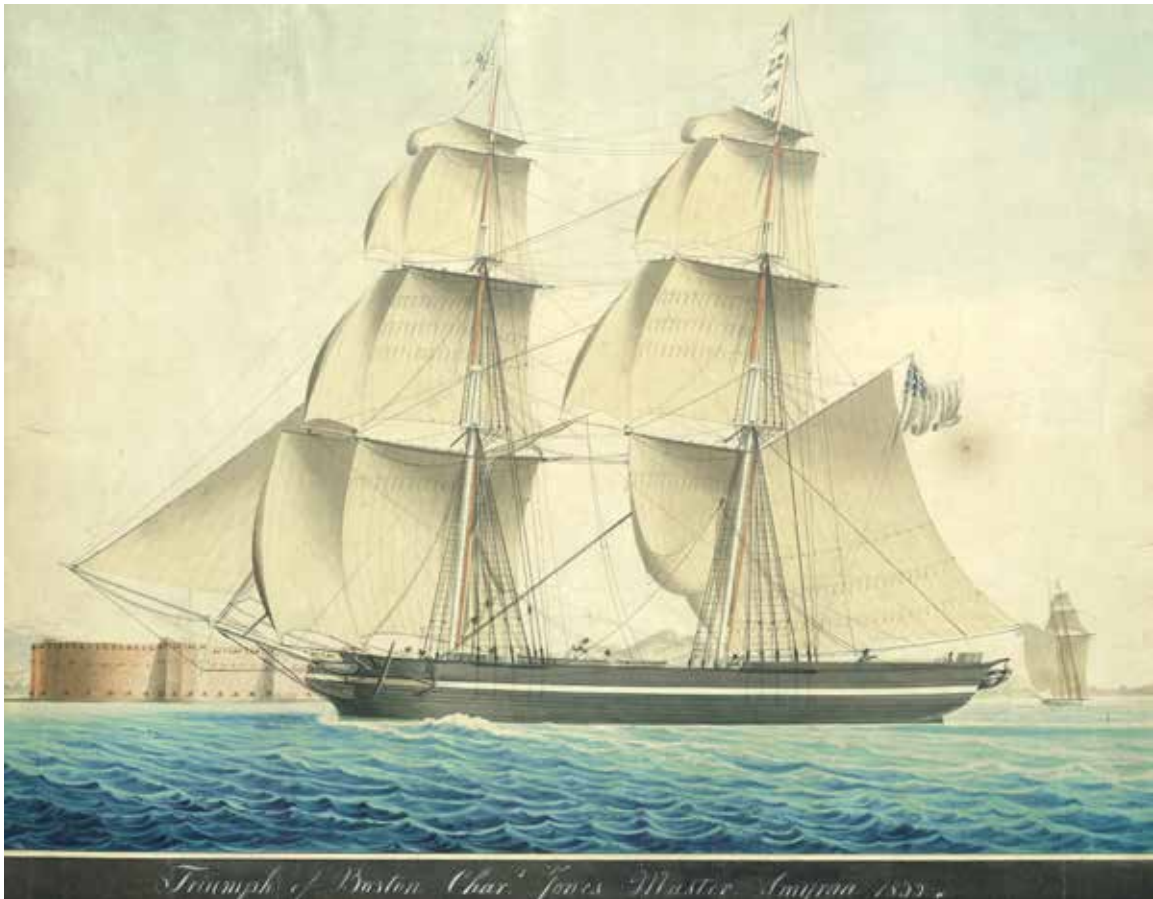
€1,800 - 2,300

US\$2,000 - 2,700

Provenance

Anon. sale, Grogan & Co, Dedham, 13 April 1997, lot 37A.

Anon. sale, Sotheby's, 17 October 1997, lot 306.



136



137



138

NICHOLAS MATTHEW CONDY (BRITISH, 1818-1851)

A schooner of the Royal Western Yacht Club off Teignmouth;
A schooner of the Royal Western Yacht Club and a Norwegian
ship in a storm, a pair
the first signed 'N.M. Condy' (lower left)
oil on board
35.5 x 45.5cm (14 x 17 15/16in).(2)

£6,000 - 8,000

€7,000 - 9,400

US\$8,000 - 11,000

Provenance

With Richard Green, London, no. AA305.



139

CHARLES GREGORY (BRITISH, 1810-1896)

The Royal Yacht Squadron's *Viking* at anchor off Cowes; The Royal Yacht Squadron's *Viking* off the Needles, a pair oil on canvas

61 x 91.5cm (24 x 36in).(2)

£8,000 - 12,000

€9,400 - 14,000

US\$11,000 - 16,000

Provenance

Anon. sale, Bonhams, London, 15 August 1985, lot 136.
With Richard Green, London, no. AC 162.

Viking was a fine two-masted schooner designed and built for Major (later Colonel Sir) A.C. Sterling by Camper & Nicholson at Cowes in 1853. Originally measured at 110 tons (subsequently increased as new gear was installed), she was 99 feet in length with a 23 foot beam and, upon completion, was widely admired as a particularly handsome vessel. Sterling kept her for ten years before selling her to Mr Inglis Jones at the end of the 1863 season but her new owner only raced her for two seasons and she was once again put up for sale towards the end of 1865.

At about the same time it became known in yachting circles that Queen Victoria's second son, Admiral of the Fleet H.R.H. Prince Alfred, Duke of Edinburgh and also Duke of Saxe-Coburg-Gotha, was seeking to emulate his elder brother (the Prince of Wales, later King Edward VII) by taking up yachting. Elected to the RYS early in 1866 and having "very deliberately declined the gift" of the splendid schooner *Henrietta*, belonging to James Gordon Bennett, the flamboyant American publisher and owner of the influential newspaper the New York Herald, Prince Alfred decided to purchase *Viking* for his own use. Apparently very pleased with her, he kept her until 1872 but did not replace her when she was laid up at the end of that year's season although he maintained his membership of the RYS until his premature death in 1900.

Although they are sadly undated, it is very tempting to speculate that this pair of pictures was commissioned by Prince Alfred himself as a fond memento of his ownership of *Viking*, a suggestion supported by the facts that (i) the crew are depicted wearing apparently naval dress and Prince Alfred was a career naval officer; and (ii) the inclusion of an obviously naval frigate approaching *Viking* in the painting where she is shown at anchor.



140 AR

MONTAGUE DAWSON (BRITISH, 1890-1973)

Racing for the Corinthian Challenge Cup on Lough Derg
signed 'MONTAGUE DAWSON' (lower left)
oil on canvas
51 x 102.5cm (20 1/16 x 40 3/8in).

£30,000 - 50,000

€35,000 - 58,000

US\$40,000 - 66,000

Provenance

Anon. sale, Phillips, London, 13 March 1984, lot 88.
With Royal Exchange Art Gallery, London.
Acquired from the above by the present owner, 20 December 1984.

It has not yet been possible to identify the specific race and those yachts depicted in this spirited work but further research should bear fruit. In the context of yachting, the term "Corinthian" essentially means 'amateur', in the best sense of the word, and is used throughout the yachting world in both the names of clubs as well as trophy races.



The Lough Derg Yacht Club, based at Dromineer, in County Tipperary, Eire, is reputedly the third oldest yacht club in existence, having been established in 1835. The Club House is situated on the eastern shore of the largest lake on Ireland's beautiful River Shannon and the Lough, fully 39kms. long, provides a spectacular backdrop for competitive yachting.



141



142



143

141

BARLOW MOORE (BRITISH, 1834-1897)

A cutter yacht of the Royal Northern Yacht Club in Portsmouth Harbour
signed 'BARLOW MOORE/R.T.Y.C.' (lower right), dated '1891' (lower left)
watercolour heightened with white
49.5 x 59.7cm (19 1/2 x 23 1/2in).

£800 - 1,200

€940 - 1,400

US\$1,100 - 1,600

Provenance

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

142 *

ARTHUR WELLINGTON FOWLES (BRITISH, 1815-1883)

Cutters of the Royal Yacht Squadron
indistinctly signed (lower left)
oil on canvas
41 x 56cm (16 1/8 x 22 1/16in).

£2,000 - 3,000

€2,300 - 3,500

US\$2,700 - 4,000

143

CHARLES EDWARD DIXON (BRITISH, 1872-1934)

'America Cup Race Oct 13th 93, *Valkyrie* ahead'
signed and dated 'Charles Dixon/93' (lower right)
watercolour heightened with bodycolour
64 x 90cm (25 3/16 x 35 7/16in).

£1,500 - 2,000

€1,800 - 2,300

US\$2,000 - 2,700

The original artist's label affixed to the frame verso gives the title and a price of £30.

In the 1893 America's Cup, *Vigilant* faced Lord Dunraven's British keel cutter *Valkyrie II* in a best three out of five races format sailed on alternating courses. The races were sailed October 7th, 9th and 13th, 1893 off Sandy Hook, New Jersey. In the first race on October 7th, in light air, *Valkyrie II* won the start by 15 seconds and one boat length. At the first mark, *Vigilant* held a nine-minute lead. She went on to cross the finish line 7 minutes ahead of *Valkyrie II*. In the second race on October 9th, *Vigilant* won the start by 5 seconds, but *Valkyrie II* worked out to an early lead of 5 boat lengths in a building breeze. By the first mark, *Vigilant* held a five minute lead and worked out to a 9 minute lead at the second mark. At the finish *Vigilant* beat *Valkyrie II* by 12 minutes 30 seconds. In the third race on October 13th, 1893, Lord Dunraven, was facing elimination but was certain his boat could equal or better the American in the strong breeze. *Valkyrie II* led the windward leg, but lost a spinnaker at the two-thirds point of the downwind run. At the finish, *Vigilant* beat her by 40 seconds in corrected time to successfully defend the cup. The World reported it as the fastest race ever sailed, over a course of 15 miles to windward and return under reefed sail and a gale.



144 AR

BRIAN J. JONES (BRITISH, BORN 1945)

'Tuiga and Mariquita, Cowes'; and 'Moonbeam and Mariquita, St Tropez', a pair both signed 'BrianJones' (one lower left, one lower right), both also signed and inscribed (on artist's label attached to each frame verso) oil on canvas

20.3 x 25.4cm (8 x 10in). (2)

£1,500 - 2,000

€1,800 - 2,300

US\$2,000 - 2,700

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NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

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

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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

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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* on each *Lot* purchased:

27.5% up to £2,500 of the *Hammer Price*
25% of the *Hammer Price* above £2,500 and up to £300,000
20% of the *Hammer Price* above £300,000 and up to £3,000,000
13.9% of the *Hammer Price* above £3,000,000

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 Accounts* 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: 25663009
Sort Code: 56-00-27
IBAN Number: GB 33 NWBK 560027 25663009

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

19th Century Paintings

London
Charles O' Brien
+44 20 7468 8360
New York
Madalina Lazen
+1 212 644 9108

20th Century British Art

London
Matthew Bradbury
+44 20 7468 8295

20th Century Fine Art

San Francisco
Sonja Moro
+1 415 503 3412

Aboriginal Art

Australia
Francesca Cavazzini
+61 2 8412 2222

African, Oceanic & Pre-Columbian Art

Los Angeles
Fredric W. Backlar
+1 323 436 5416 •

American Paintings

New York
Jennifer Jacobsen
+1 917 206 1699

Antiquities

London
Francesca Hickin
+44 20 7468 8226

Antique Arms & Armour

London
David Williams
+44 20 7393 3807

Art Collections, Estates & Valuations

London
Harvey Cammell
+44 (0) 20 7468 8340
New York
Sherri Cohen
+1 917 206 1671
Los Angeles
Leslie Wright
+1 323 436 5408
Joseph Francaviglia
+1 323 436 5443
Lydia Ganley
+1 323 436 4496
San Francisco
Victoria Richardson
+1 415 503 3207
Celeste Smith
+1 415 503 3214

Australian Art

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

Australian Colonial Furniture and Australiana

+61 2 8412 2222

Books, Maps & Manuscripts

London
Matthew Haley
+44 20 7393 3817
New York
Ian Ehling
+1 212 644 9094
Darren Sutherland
+1 212 461 6531
Los Angeles
Catherine Williamson
+1 323 436 5442
San Francisco
Adam Stackhouse
+1 415 503 3266

British & European Glass

London
John Sandon
+44 20 7468 8244

British Ceramics

London
John Sandon
+44 20 7468 8244

California & Western Paintings & Sculpture

Los Angeles
Scot Levitt
+1 323 436 5425
Kathy Wong
+1 323 436 5415
San Francisco
Aaron Bastian
+1 415 503 3241

Carpets

London
Helena Gumley-Mason
+44 20 8393 2615

Chinese & Asian Art

London
Asaph Hyman
+44 20 7468 5888
New York
Bruce MacLaren,
+1 917 206 1677
Ming Hua
+1 646 837 8132
Harold Yeo
+1 917 206 1628 •
Los Angeles
Rachel Du
+1 323 436 5587
San Francisco
Dessa Goddard
+1 415 503 3333
Henry Kleinhenz
+1 415 503 3336
Daniel Herske
+1 415 503 3271
Lingling Shang
+1 415 503 3207 •
Amelia Chao
+1 415 503 3397
Hong Kong
Xibo Wang,
+852 3607 0010
Australia
Yvett Klein,
+61 2 8412 2231

Chinese Paintings

Hong Kong
Iris Miao,
+852 3607 0011

Clocks

London
James Stratton
+44 20 7468 8364
New York
Jonathan Snellenburg
+1 212 461 6530

Coins & Medals

London
John Millensted
+44 20 7393 3914
Los Angeles
Paul Song
+1 323 436 5455

Entertainment Memorabilia

London
Katherine Schofield
+44 20 7393 3871
Los Angeles
Catherine Williamson
+1 323 436 5442
Dana Hawkes
+1 978 283 1518

European Ceramics

London
Sebastian Kuhn
+44 20 7468 8384

European Paintings

London
Charles O' Brien
+44 20 7468 8360
New York
Madalina Lazen
+1 212 644 9108
Los Angeles
Mark Fisher
+1 323 436 5488
Rocco Rich
+1 323 436 5410

European Sculptures & Works of Art

London
Michael Lake
+44 20 8963 6813

Furniture and Decorative Art

London
Thomas Moore
+44 20 8963 2816
Los Angeles
Angela Past
+1 323 436 5422
Anna Hicks
+1 323 436 5463

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London
Anastasia Orfanidou
+44 20 7468 8356

Golf Sporting Memorabilia

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

Irish Art

London
Penny Day
+44 20 7468 8366

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London
India Phillips
+44 20 7468 8328
New York
Caitlyn Pickens
+1 212 644 9135
Los Angeles
Kathy Wong
+1 323 436 5415

Indian, Himalayan & Southeast Asian Art

New York
Mark Rasmussen
+1 917 206 1688
Hong Kong
Edward Wilkinson
+852 2918 4321

Islamic & Indian Art

London
Oliver White
+44 20 7468 8303

Japanese Art

London
Suzannah Yip
+44 20 7468 8368
New York
Jeff Olson
+1 212 461 6516

Jewellery

London
Jean Ghika
+44 20 7468 8282
Emily Barber
+44 20 7468 8284
New York
Brett O'Connor
+1 212 461 6525
Caroline Morrissey
+1 212 644 9046
Camille Barbier
+1 212 644 9035
Los Angeles
Dana Ehrman
+1 323 436 5407
Emily Waterfall
+1 323 436 5426
San Francisco
Shannon Beck
+1 415 503 3306
Hong Kong
Paul Redmayne
+852 3607 0006

Marine Art

London
Veronique Scorer
+44 20 7393 3962

Mechanical Music
London
Jon Baddeley
+44 20 7393 3872

**Modern & Contemporary
African Art**
London
Giles Peppiatt
+ 44 20 7468 8355
New York
Hayley Grundy
+1 917 206 1624

**Modern & Contemporary
Middle Eastern Art**
London
Nima Sagharchi
+44 20 7468 8342

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South Asian Art**
London
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+44 207 468 8382

**Modern Decorative
Art + Design**
London
Mark Oliver
+44 20 7393 3856
New York
Benjamin Walker
+1 212 710 1306
Dan Tolson
+1 917 206 1611
Los Angeles
Jason Stein
+1 323 436 5466

Motor Cars
London
Tim Schofield
+44 20 7468 5804
New York
Rupert Banner
+1 212 461 6515
Eric Minoff
+1 917 206 1630
Evan Ide
+1 917 340 4657
Los Angeles
Jakob Greisen
+1 415 503 3284
Michael Caimano
+1 929 666 2243
San Francisco
Mark Osborne
+1 415 503 3353
Europe
Philip Kantor
+32 476 879 471

Automobilia
London
Toby Wilson
+44 20 8963 2842
Adrian Pipiros
+44 20 8963 2840

Motorcycles
London
Ben Walker
+44 20 8963 2819
James Stensel
+44 20 8963 2818
Los Angeles
Craig Mallery
+1 323 436 5470

Museum Services
San Francisco
Laura King Pfaff
+1 415 503 3210

Native American Art
San Francisco
Ingmars Lindbergs
+1 415 503 3393

Natural History
Los Angeles
Claudia Florian
+1 323 436 5437
+1 310 469 8567 •
Thomas E. Lindgren
+1 310 469 8567 •

Old Master Pictures
London
Andrew Mckenzie
+44 20 7468 8261
Los Angeles
Mark Fisher
+1 323 436 5488

Orientalist Art
London
Charles O'Brien
+44 20 7468 8360

Photography
New York
Laura Paterson
+1 917 206 1653
Los Angeles & San Francisco
Morisa Rosenberg
+1 323 436 5435
+1 415 503 3259

**Post-War and
Contemporary Art**
London
Ralph Taylor
+44 20 7447 7403
New York
Muys Sniijders,
+ 212 644 9020
Jeremy Goldsmith,
+ 1 917 206 1656
Jacqueline Towers-Perkins,
+1 212 644 9039
Lisa De Simone,
+1 917 206 1607
Los Angeles
Sharon Squires
+1 323 436 5404
Laura Bjorstad
+1 323 436 5446

Prints and Multiples
London
Lucia Tro Santafe
+44 20 7468 8262
New York
Deborah Ripley
+1 212 644 9059
Los Angeles
Morisa Rosenberg
+1 323 447 9374

Russian Art
London
Daria Khristova
+44 20 7468 8334
New York
Yelena Harbick
+1 212 644 9136

Scientific Instruments
London
Jon Baddeley
+44 20 7393 3872
New York
Jonathan Snellenburg
+1 212 461 6530

Scottish Pictures
Edinburgh
Chris Brickley
+44 131 240 2297

Silver & Gold Boxes
London
Ellis Finch
+44 20 7393 3973

Sporting Guns
London
Patrick Hawes
+44 20 7393 3815

Space History
San Francisco
Adam Stackhouse
+1 415 503 3266

Travel Pictures
London
Veronique Scorer
+44 20 7393 3962

**Watches &
Wristwatches**
London
Jonathan Darracott
+44 20 7447 7412
New York
Jonathan Snellenburg
+1 212 461 6530
Hong Kong
Tim Bourne
+852 3607 0021

Whisky
Edinburgh
Martin Green
+44 131 225 2266
Hong Kong
Daniel Lam
+852 2918 4321

Wine
London
Richard Harvey
+44 20 7468 5811
San Francisco
Christine Ballard
+1 415 503 3221
Hong Kong
Daniel Lam
+852 2918 4321

Client Services Departments

U.S.A.

San Francisco
(415) 861 7500
(415) 861 8951 fax
Monday - Friday, 9am to 5pm

Los Angeles
(323) 850 7500
(323) 850 6090 fax
Monday - Friday, 9am to 5pm

New York
(212) 644 9001
(212) 644 9009 fax
Monday - Friday, 9am to 5pm

Toll Free
(800) 223 2854

U.K.

Monday to Friday 8.30 to 6.00
+44 (0) 20 7447 7447

Bids

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

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Bonhams Global Network

International Salerooms

London

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

New York

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

Hong Kong

Suite 2001
One Pacific Place
88 Queensway
Admiralty
Hong Kong
+852 2918 4321
+852 2918 4320 fax

London

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

Offices and Associated Companies

AFRICA

Nigeria

Neil Coventry
+234 (0)8110 033 792
+27 (0)7611 20171
neil.coventry@bonhams.com

South Africa - Johannesburg

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

AUSTRALIA

Sydney

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

Melbourne

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

ASIA

Beijing

Jessica Zhang
Unit S102A, Beijing
Lufthansa Center,
50 Liangmaqiao Road,
Chaoyang District,
Beijing 100125, China
+86 (0) 10 8424 3188
beijing@bonhams.com

Singapore

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

Taiwan

37th Floor, Taipei 101
Tower
No. 7 Xinyi Road,
Section 5
Taipei, 100
+886 2 8758 2898
+886 2 8758 2897 fax
taiwan@bonhams.com

EUROPE

Austria

Thomas Kamm
+49 (0) 89 2420 5812
austria@bonhams.com

Belgium

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

France

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

Germany - Cologne

Katharina Schmid
+49 (0) 221 9865 3419
+49 (0) 157 9234 6717
cologne@bonhams.com

Germany - Hamburg

Marie Becker Lingenthal
+49 (0) 17 4236 0022
hamburg@bonhams.com

Germany - Munich

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

Germany - Stuttgart

Neue Brücke 2
New Bridge Offices
70173 Stuttgart
+49 (0) 711 2195 2640
+49 (0) 157 9234 6717
stuttgart@bonhams.com

Greece

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

Ireland

31 Molesworth Street
Dublin 2
+353 (0) 1 602 0990
ireland@bonhams.com

Italy - Milan

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

Italy - Rome

Via Sicilia 50
00187 Roma
+39 06 485 900
rome@bonhams.com

The Netherlands

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

Portugal

Rua Bartolomeu Dias
n°160. 1°
Belem
1400-031 Lisbon
+351 218 293 291
portugal@bonhams.com

Spain - Barcelona

Teresa Ybarra
+34 930 156 686
+34 680 347 606
barcelona@bonhams.com

Spain - Madrid

Núñez de Balboa no
4-1C
28001 Madrid
+34 915 78 17 27
madrid@bonhams.com

Switzerland - Geneva

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

Switzerland - Zurich

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

NORTH AMERICA

USA

Representatives:
Arizona
Terri Adrian-Hardy
+1 (602) 859 1843
arizona@bonhams.com

California Central Valley

David Daniel
+1 (916) 364 1645
sacramento@bonhams.com

California Palm Springs

Brooke Sivo
+1 (760) 350 4255
palmsprings@bonhams.com

California San Diego

Brooke Sivo
+1 (760) 567 1744
sandiego@bonhams.com

Colorado

Lance Vigil
+1 (720) 355 3737
colorado@bonhams.com

Florida

April Matteini
+1 (305) 978 2459
Miami@bonhams.com
Alexis Butler
+1 (305) 878 5366
Miami@bonhams.com

Georgia

Mary Moore Bethea
+1 (404) 842 1500
georgia@bonhams.com

Illinois & Midwest

Natalie B. Waechter
+1 (773) 267 3300
Shawn Marsh
+1 (773) 680 2881
chicago@bonhams.com

Edinburgh

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

Los Angeles

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

San Francisco

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

Massachusetts

Amy Corcoran
+1 (617) 742 0909
boston@bonhams.com

Nevada

David Daniel
+1 (775) 831 0330
nevada@bonhams.com

New Mexico

Terri Adrian-Hardy
+1 (602) 859 1843
newmexico@bonhams.com

Oregon

Sheryl Acheson
+1 (971) 727 7797
oregon@bonhams.com

Texas – Dallas

Mary Holm
+1 (214) 557 2716
dallas@bonhams.com

Texas – Houston

Lindsay Davis
+1 (713) 855 7452
texas@bonhams.com

Virginia

Gertraud Hechl
+1 (202) 422 2733
virginia@bonhams.com

Washington

Heather O'Mahony
+1 (206) 566 3913
seattle@bonhams.com

**Washington DC
Mid-Atlantic Region**

Gertraud Hechl
+1 (202) 422 2733
washingtonDC@bonhams.com

Canada**Toronto, Ontario**

Kristin Kearney
340 King St East
2nd Floor, Office 213
Toronto ON
M5A 1K8
+1 (416) 462 9004
info.ca@bonhams.com

Montreal, Quebec

David Kelsey
+1 (514) 894 1138
info.ca@bonhams.com

MIDDLE EAST**Israel**

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

SOUTH AMERICA**Brazil**

+55 11 3031 4444
+55 11 3031 4444
fax

UNITED KINGDOM**South East
England****Guildford**

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

Isle of Wight

+44 1273 220 000

Representative:

Brighton & Hove

Tim Squire-Sanders
+44 1273 220 000

West Sussex

+44 (0) 1273 220 000

**South West
England****Bath**

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

Cornwall – Truro

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

Exeter

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

Tetbury

Eight Bells House
14 Church Street
Tetbury
Gloucestershire
GL8 8JG
+44 1666 502 200
+44 1666 505 107
fax

Representatives:

Dorset

Bill Allan
+44 1935 815 271

**East Anglia and
Bury St. Edmunds**

Michael Steel
+44 1284 716 190

Norfolk

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

Midlands**Knowle**

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

Oxford

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

**Yorkshire & North
East England****Leeds**

The West Wing
Bowcliffe Hall
Bramham
Leeds
LS23 6LP
+44 113 234 5755
+44 113 244 3910
fax

North West England**Chester**

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

Manchester

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

Channel Islands**Jersey**

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

Representative:

Guernsey

+44 1481 722 448

Scotland**Bonhams West
of Scotland**

Kirkhill House
Broom Road East
Newton Mearns
Glasgow
G77 5LL
+44 141 223 8866

Wales

Representatives:

Cardiff

Jeff Muse
+44 2920 727 980

Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Paddle number (for office use only)

Bonhams

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

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Would you like to receive information from us by email? or post

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

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I will collect the purchases myself

Please arrange shippers to contact me with a quote and I agree that you may pass them my contact details.

Sale title: Marine Sale	Sale date: 1 May 2019
Sale no. 25337	Sale venue: Knightsbridge

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General Bid Increments:

£10 - 200by 10s	£10,000 - 20,000by 1,000s
£200 - 500by 20 / 50 / 80s	£20,000 - 50,000by 2,000 / 5,000 / 8,000s
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£1,000 - 2,000by 100s	£100,000 - 200,000by 10,000s
£2,000 - 5,000by 200 / 500 / 800s	above £200,000at the auctioneer's discretion
£5,000 - 10,000by 500s	

The auctioneer has discretion to split any bid at any time.

Customer Number	Title
First Name	Last Name
Company name (to be invoiced if applicable)	
Address	
City	County / State
Post / Zip code	Country
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Telephone evening	Fax
Preferred number(s) in order for Telephone Bidding (inc. country code)	
E-mail (in capitals)	
By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.	
I am registering to bid as a private buyer <input type="checkbox"/>	I am registering to bid as a trade buyer <input type="checkbox"/>
If registered for VAT in the EU please enter your registration here: □□ / □□□ - □□□□ - □□	Please tick if you have registered with us before <input type="checkbox"/>

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

FOR WINE SALES ONLY	
Please leave lots "available under bond" in bond <input type="checkbox"/>	Please include delivery charges (minimum charge of £20 + VAT) <input type="checkbox"/>

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Your signature:	Date:

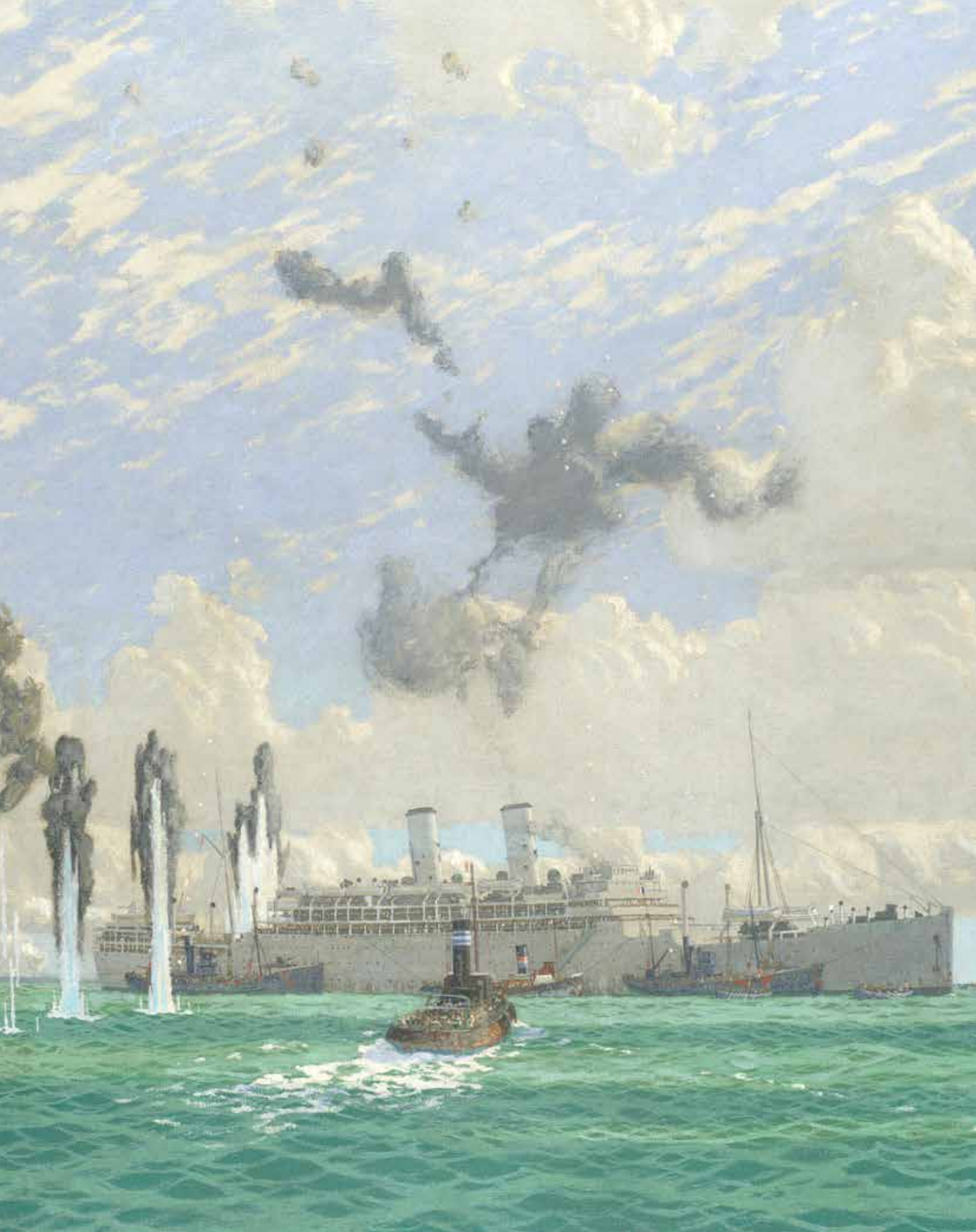
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Bonhams
Montpelier Street
Knightsbridge, London SW7 1HH

+44 (0) 20 7393 3900
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