

Bonhams

The Marine Sale

Tuesday 15 April 2014
Knightsbridge, London







The Marine Sale

Tuesday 15 April 2014 at 2pm
Knightsbridge, London

Bonhams

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

Viewing

Sunday 13 April
11am to 3pm
Monday 14 April
9am to 4.30pm
Tuesday 15 April
9am to 12pm

Bids

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New bidders must also provide proof of identity when submitting bids. Failure to do this may result in your bids not being processed.

Always confirm with the bids office that faxed bids have been received. Bidding by telephone will only be accepted on a lot with a lower estimate in excess of £400.

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

Bonhams 1793 Limited

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Montpelier Street, London SW7 1HH

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Monday to Friday 8.30am to 6pm
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Sale Number: 21656

Catalogue: £15

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

Please see back of catalogue for important notice to bidders

Illustrations

Front cover: Lot 132
Back cover: Lot 37
Inside front cover: Lot 78
Inside back cover: Lot 122
Opposite page: Lot 84
Before end paper: Lot 138
Index: Lot 154

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.

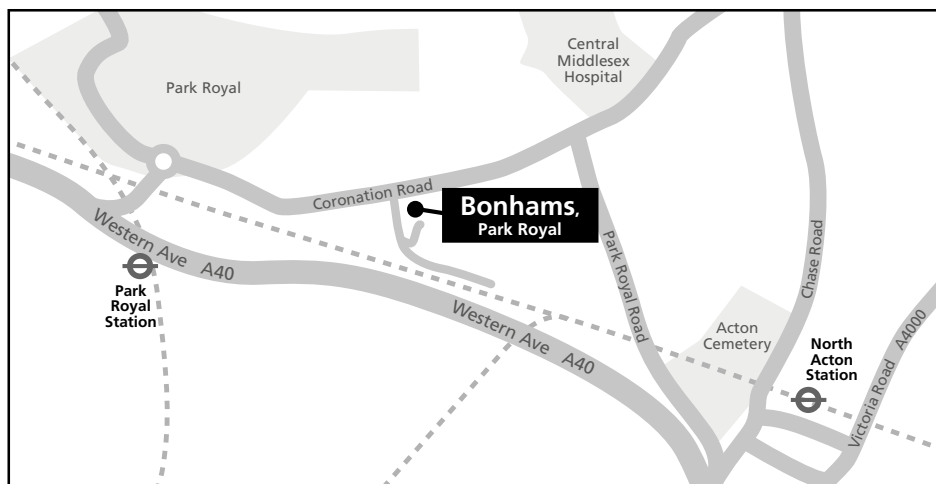


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Sale Information



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Collection & shipment

Sold lots marked with a special symbol **W** will be only retained at Bonhams Knightsbridge until 5pm on the day of the sale. Lots not collected by then will be removed to Bonhams Park Royal warehouse.

The sold lots marked with a special symbol **W** will be available for collection from Bonhams warehouse as from 9.30am on Thursday 17 April 2014.

Lots may be released from Bonhams warehouse on production of the collection order obtained from cashier's office at Bonhams and a form of photographic ID. If a third party is collecting on behalf of the client, the client must provide Bonhams with written authority prior to collection. The third party must present a photographic form of ID when collecting.

All sold lots not marked W will remain in Collections at Bonhams Knightsbridge for a period of not less than 21 days from the sale date. Following that all lots will be transferred to our Bonhams Park Royal warehouse. Transfer and storage charges will commence on Tuesday 6 May 2014.

Bonhams Warehouse Address:

Unit 1, Sovereign Park
Coronation Road
Park Royal, London NW10 7QP
Tel: +44 (0) 87 0811 3867
Hours of opening 9.30am to 4.30pm Monday to Friday

Handling & storage charges

Please Note

For sold lots marked with a special symbol **W** removed to Bonhams Park Royal warehouse transfer and storage charges will commence on Tuesday 29 April 2014.

The charges levied by Bonhams are as follows:

Paintings and Frames marked with **W**

Transfer per lot £20.00
Daily storage per lot £3.40

All other paintings and frames

Transfer per lot £10.00
Daily storage per lot £1.70

All the above charges are exclusive of VAT

Please note that Bonhams will be closed from the end of business on the Thursday 17 April until 9am on Tuesday 22 April 2014.

Handling & storage payment

All charges due Bonhams must be paid by the time of collection from Bonhams' warehouse.

Payment in advance

Tel: +44 (0) 20 7447 7447
to ascertain amount due by: cash, cheque with banker's card, credit card, bank draft or traveller's cheque.

Payment at time of collection

By credit card / debit card

Important Notice

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

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

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

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

W These lots will be removed to Bonhams Park Royal after the sale. Please read the sale information page for more details.

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

AR These lots are subject to the Artists Resale Right levy. Please refer to the information in section 7 of the Notice to Bidders at the back of the catalogue.



Marine Works of Art
Lots 1 - 67



1



2



1

A pair of 7x50 Kriegsmarine U Boat Binoculars

By Carl Zeiss. Green Metal casing, fixed focus, rubber armoured eyepieces and objective lenses, stamped 7x 50 55309 blc, with leather neck strap.

£500 - 700

€600 - 840

2

A pair of 7x50 Kriegsmarine U Boat Binoculars

By Carl Zeiss. Green Metal casing, fixed focus, rubber armoured eyepieces and objective lenses, stamped 7x 50 56619 blc, with leather neck strap.

£500 - 700

€600 - 840

3Φ

A collection of navigational instruments

comprising; A cased German silver rolling rule by Troughton & Sims London, 18ins.(46cm)long, a cased brass circular protractor 9ins.(23cm) diam. by Elliott Brothers London, a cased set of WD drawing instruments by H.Hughes & Son, Mk IV 1931, and a 5ins.(13cm)diam. boxed deck compass by Sestrel. (4)

£500 - 700

€600 - 840



3

The drawing instrument set in this lot contains or is made of ivory and in February 2014 the United States Government announced the intention to ban the import of any ivory into the USA.



4

4
A Two day marine chronometer,
 by Kelvin Bottomley & Baird Ltd, Glasgow. Numbered 9211 on the 4ins. (10cm) silvered dial, with Roman numerals and separate seconds and state of wind dials. Fusee movement and Earnshaw type escapement. Mounted on gimbals in a brass bound mahogany case, with recessed brass handles and glass lid. Includes a test certificate from the Port of London dated September 1952. 7x7x7ins.(18x18x18cm)
 £700 - 1,000
 €840 - 1,200



5

5
A Two day marine Chronometer
 by T. Cotterell & Co, London, elevé de Parkinson & Frodsham, 952/2625, circa 1830.
 With chain fusee and maintaining power to a freesprung white metal helical spring terminating in a bimetallic Z-type balance with circular timing weights. Signed and numbered on the 3.5 ins.(9cm) silvered Roman and Arabic dial with subsidiaries for state of wind and running seconds, mounted on gimbals in a three part case with blank cartouche. The case, 6.5x6.5x6.5ins(16.5x16.5x16.5cm)
 £1,500 - 2,000
 €1,800 - 2,400

Thomas Cotterell worked as a chronometer maker at 163 Oxford Street, London between 1825-1833. He took part in chronometer trials at the Royal Observatory Greenwich during this period and won an award in 1831.

Gloria Clifton. Directory of British Scientific Instrument Makers 1550-1851.



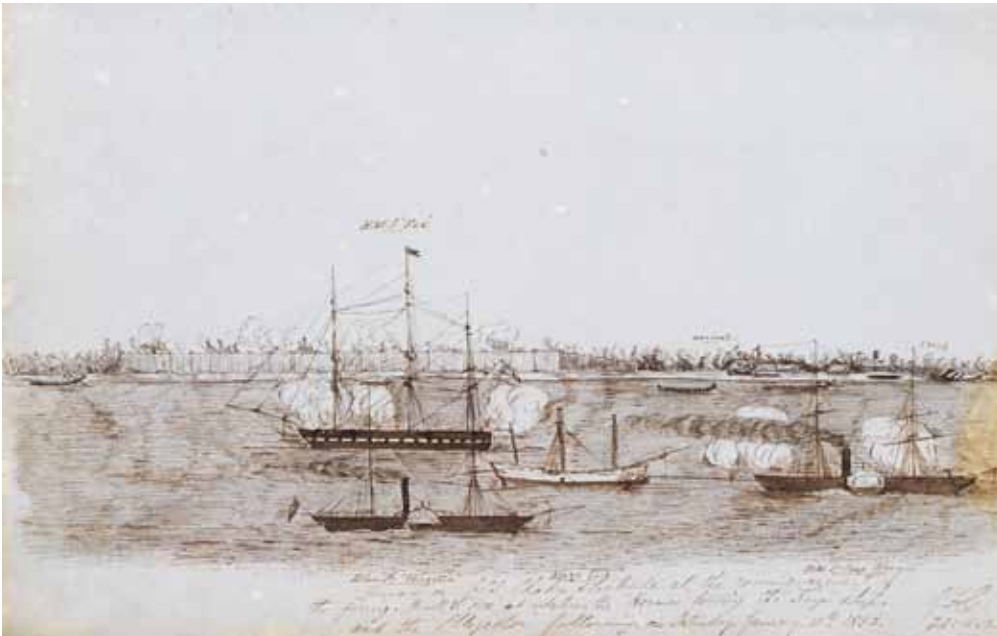
6

6
A watch striking brass bulkhead clock,
 by Wempe Chronometerwerke, Hamburg. White enamel dial, 4.4ins(11cm)diam. with 24 hour and minute markings, set onto a vertical mahogany mantle mount. 9.5x4x7ins.(24x10x18cm)
 £500 - 700
 €600 - 840

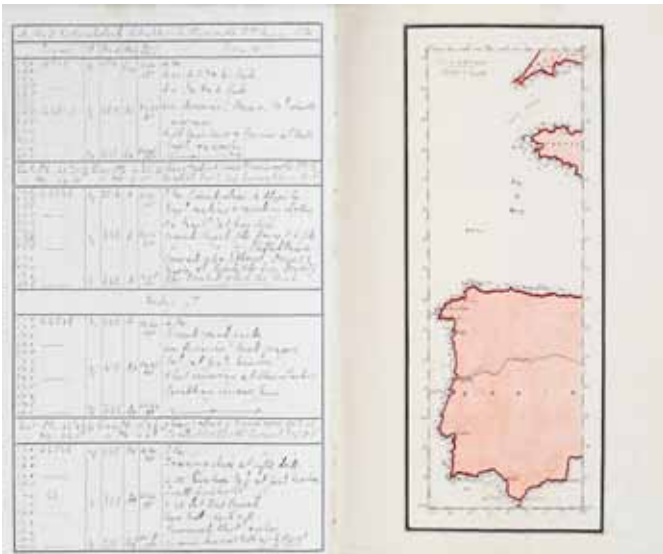
7
A sailor's Woolwork picture,
 depicting a Royal Navy sailing warship. 10x14.5ins.(25x37cm)
 £500 - 700
 €600 - 840



7



8



9

8

A pair of Midshipman's personal logbooks, George Frederick Cottam RN

Covering his career from Naval Cadet on HMS *Victory* in 1850 to service as Midshipman on various vessels in the Crimean War, terminating on July 12th 1856. Leather binding, with daily manuscript entries and tipped-in ink and watercolour sketches. 13x9ins. (33x23cm) (2)

£1,500 - 2,000

€1,800 - 2,400

An interesting personal log of life in the Victorian Royal Navy at the time of the Crimean War.

The narrative commences with Cottam as Naval Cadet, serving on board HMS *Victory* at Portsmouth, until he is placed on board HMS *Fox* a 42gun Frigate which undertakes a 3 1/2 year cruise to the Indian Ocean via the Cape, visiting ports in Sri Lanka, India, Borneo and Malaysia, before returning to the UK. Anchored in the Downs, he is transferred in May 1854 to HMS *Penelope* 16gun Paddle frigate, as supernumary en route to the Baltic, where they join the British Baltic Squadron and Cottam is finally shipped on board HMS *Prince Regent* engaged in the Allied Baltic blockade of the Crimean Campaign.

Returning to the UK, he ships as Midshipman aboard HMS *Royal Albert* 120guns, which makes its way via Gibraltar to the Black Sea and Sevastopol as part of the Allied fleet besieging the Crimea. He continues on board HMS *Agamemnon* 91guns, engaged in blockade and bombardment, until hostilities cease and the fleet returns to England, paying off in July 1856.

9

A pair of Victorian Midshipman's personal logbooks, Richard Morden Harbord RN (1865-1951)

Detailing his service from HMS *Tyne* 17 June 1881, to HMS *Sultan* 25 May 1885. Cloth covers, with leather spines, manuscript entries with some tipped-in ink and watercolour sketches. 13x8.5ins. (33x22cm) (2)

£800 - 1,200

€960 - 1,400

Richard Morden Harbord-Hammond RN, Rear Admiral and latterly 10th Baron Suffield, enlisted in January 1879. These two volumes cover his service in HMS *Tyne* Jan-Feb 1881, from Woolwich to Malta, HMS *Superb* Feb 1881- to Jan 1884, with the Mediterranean Fleet and back to Portsmouth, HMS *Duke of Wellington*, *Malabar* & *Minotaur* in the Mediterranean, and finally HMS *Northumberland* and *Sultan* with the Channel Fleet until May 1865.

10



11

10^W

A 12 bolt Diving helmet,

By Siebe Gorman, London. Numbered 17763 inside the neck ring. The bonnet with internal tinning, screw faceplate and two barred side windows, air inlet, exhaust and telephone socket, locking pin and manual spitcock. Internal microphone and chin switch. The corselet with split brailles, stamped *Siebe Gorman & Co.Ltd* and weight nipples, makers plate. 18ins.(46cm)high.

£1,500 - 2,000

€1,800 - 2,400

11^W

A 12 bolt Divers Helmet

Siebe Gorman type. The bonnet with internal tinning, screw faceplate and two barred side windows, air inlet, exhaust, front locking pin. The corselet, stamped *Siebe & Gorman Patent*. 18ins.(46cm)high.

£600 - 800

€720 - 960



12

12

A sailor's woolwork picture of an American ship under full sail, off a headland. 18x24ins.(46x61cm)

£700 - 900

€840 - 1,100

13

A brass bound mahogany ship's wheel, ex. *HMS Argonaut* 1942 by MacTaggart Scott & Co.Ltd. Edinburgh, No. ST3883-4. 36ins.(92cm) diam.

£600 - 800

€720 - 960

MacTaggart, Scott have confirmed that ship's wheel no. ST3883-4 was dispatched in September 1939 to Cammell, Laird Ltd. at Birkenhead, for *HMS Argonaut* a Dido Class light Cruiser.

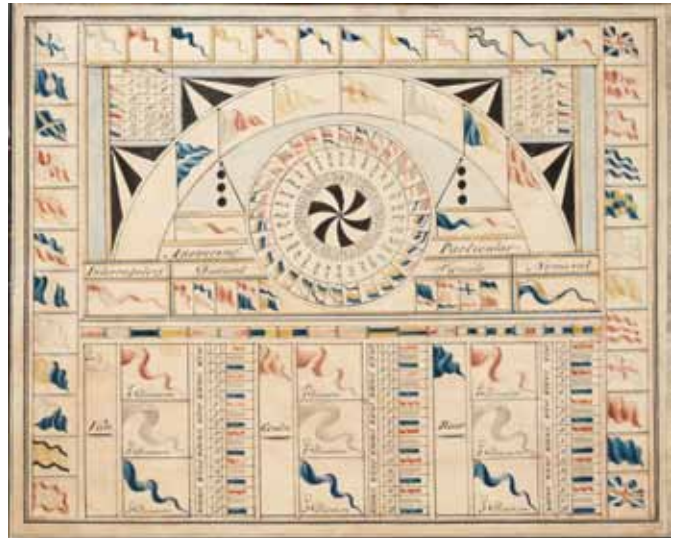
HMS Argonaut was launched in 1942. She saw War service in the Arctic, North Africa, the Normandy landings, Mediterranean and the Far East, where she assisted in repatriating Allied servicemen after the War. Laid-up in reserve in 1946 at Portsmouth, she was not recommissioned and was sold for breaking in 1955.



13



14



14

14

A pair of framed 19th century Signal catalogues

The first, denoting signal flags for points of the compass, 9x11ins. (23x28cm), the second Divisional and Numerical signal flags 7x11ins. (18x23cm).

Watercolour and Indian ink on paper. (2)

£700 - 900

€840 - 1,100

The reverse of the compass rose drawing indicates that this proposal was prepared by Commander James Emerton RN, based on observations undertaken on HMS *Thisbe* (46gun 5th Rate) whilst a Lieutenant and dated 1830.

15^W

A Royal Navy Spirit barrel

Of oak painted overall in maroon and bound with six iron bands, (one missing) the front painted with the Royal Arms and the letters *R.N.* 24ins. (61cm) high.

£500 - 700

€600 - 840

15

16

A Ship's Bell J4

Marked in italic on the crown, together with the legend *Mears & Co London*. With clapper. 7.5ins. (20cm) diam.

£500 - 700

€600 - 840

Believed to be from Submarine *J4*, built at Pembroke Dock and commissioned in 1916 as a new type of long-range, high speed submarine, the only class to be fitted with triple screws and capable of a surface speed of 19.5 knots, only slightly less than a contemporary Battleship. Transferred to the Australian Navy in 1919, she operated out of Geelong, Victoria. She was paid off in 1922 and subsequently sank at her moorings in 1924. Refloated, she was scuttled in the Bass Strait, off Port Phillip Heads, Victoria, in 1927 where she is now a popular historic diving site.

Mears & Co. is one of the titles of the Whitechapel Bell Foundry.

16

17



17

A large commemorative glass goblet, Admiral Lord Nelson

Engraved on one face with a bust of Nelson, surrounded by a laurel wreath, and on the other the legend *Admiral Lord Nelson. England expects that every man will do his duty within another wreath.* 9ins. (23cm)high.

£1,200 - 1,500

€1,400 - 1,800

18

Horatio Nelson. An Edward Orme bronze medallion box of Naval victories,

Published in 1817. Eleven (of 12) circular hand coloured engravings of Naval victories, together with a compass dial, in a bronze case cast in relief with portrait bust of Nelson. The case, 2.75in(7cm)diam.

£500 - 700

€600 - 840

Contains the following images:

Lord Duncan's Victory

Sir R Strachan's Victory

Lord Rodney's Victory

Lord Howe's Victory

Boarding the Chesapeake

Lord Nelson boarding the San Joseph

Battle of the Nile

Victory at Copenhagen

Lord Nelson, Trafalgar

Storming of Algiers

Slaves delivered Algiers

18



19



19

A Battle of the Nile commemorative pot

White earthenware, with colour transfer print to the lid, depicting old sailors outside a tavern, discussing the Battle. 4ins. (10cm)diam.

£500 - 700

€600 - 840

20

A Copeland parian bust of Admiral Nelson

English, mid 19th century, modelled quarter length in uniform, on socle base. 12ins. (30.5cm) high

£500 - 700

€600 - 840

20





21

21^W

A Regency giltwood pier glass, Admiral Lord Nelson, c.1800
with moulded cornice above half pillared and ringed sides and top, with two floral rosettes. An inner ebonised reeded slip frame to the original silvered plate glass. 25.5x18.5ins.(63x47cm)

£5,000 - 8,000

€6,000 - 9,600

Provenance:

By direct descent from Nelson's second sister, Catherine, later Mrs George Matcham, to her Great, great grandson Captain Eric Nelson Carter, of the Essex Regiment. Purchased by Valentina Ffrench of 32 Leonard Court, London W8 in September 1950. (Detail from framed paper slip, formerly behind mirror)

Believed originally purchased by Emma Hamilton for the refurbishment of Merton Place, Surrey, in 1801, when it was recorded by Lord Minto that she had decorated the rooms with many mirrors to make the rooms appear larger.

The whole house, staircase and all is covered with nothing but pictures of her and him, of all sizes and sorts, and representations of his Naval actions, coats of arms, pieces of plate in his honour, an excess of vanity that counteracts its purpose..



22



22

22

A bronze RMS Carpathia presentation medal

A shaped bronze medal, the obverse depicting the vessel amongst icebergs with the lifeboats of RMS *Titanic*, bordered with dolphins and surmounted by Neptune's head. The reverse, inscribed *Presented to the Captain Officers and Crew of RMS Carpathia in recognition of gallant and heroic service From the Survivors of the SS Titanic April 15th 1912 Dieges & Clust NY*. The medal subsequently engraved *A Gilliam* below the inscription on the reverse. together with two photographs and birth certificate, relating to Alfred Gilliam.

£3,000 - 4,000

€3,600 - 4,800

Alfred Gilliam served as a Steward on board RMS *Carpathia*.

Following the rescue of the *Titanic*'s survivors a series of commemorative medals were struck and presented to the Officers and crew of *Carpathia*. A total of 320 were produced, mostly in Bronze, with Officers receiving a Silver version and a Gold medal to Captain Rostron. They were not inscribed to a recipient, but holders often had their names added subsequently.

23

A collection of RMS Titanic memorabilia,

comprising: an In Memoriam card *In sacred Memory of The Titanic*, A copy of the programme for the memorial service, held at St Paul's Cathedral 19 April 1912 together with a postcard of the scene on the steps of the Cathedral. (3)

£500 - 700

€600 - 840



Alfred Gilliam



23 (part)

Form No. 1-100-18.11.11. Sent date: 17 APR 1912

The Marconi International Marine Communication Company, Ltd.
WATERGATE HOUSE, YORK BUILDINGS, ADELPHI, LONDON, W.C.

No. 101/ OFFICE 17 APR 1912 19

Profile: Code: Words: **CARPATHIA**

Office of Origin: **CARPATHIA**

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Office Line Charge		
Delivery Charge		
Total		
Office used in	Time sent	By whom sent

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12.3
12.7
1912

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Form No. 1-100-18.11.11. Sent date: 17 APR 1912

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No. 1 OFFICE 17 APR 1912 19

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READ THE CONDITIONS PRINTED ON THE REVERSE OF THE FORM.

Via Commercial TO: *Stengel & Rothschild, Newark NJ*

Have two automobiles to meet Carpathia, have some survivors with me.

CE Henry Stengel

12.3
12.7
1912

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Form No. 1-100-18.11.11. Sent date: 17 APR 1912

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24

24

A collection of four Titanic Marconigrams

Sent from on board the RMS Carpathia, 17 April 1912.

0655am.

To/ Miss A Whiteman, Palmyra New Jersey.

Safe and well, Gus.

0700am.

To/Stengel and Rothschild, Newark NJ.

Have two automobiles to meet Carpathia, have some survivors with me.

CE Henry Stengel

0702am.

To/ VJ Minahan, Green Bay Wisconsin.

Lillian and Daisy Minahan at my home, come ten seventy five Broad St.

Newark, CE Henry Stengel

0709am.

To/ Simousin, Rue St Louis LeGrand, Paris.

Sydney missing not definite news yet, Christy

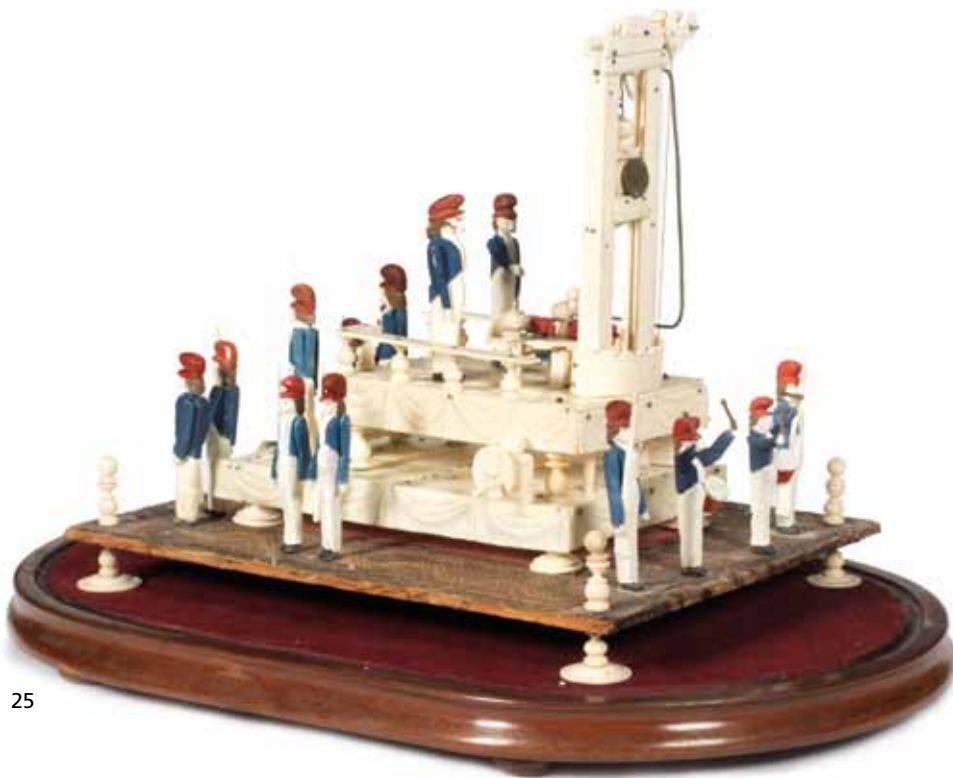
(4)

£5,000 - 7,000

€6,000 - 8,400

RMS Carpathia received the emergency calls from Titanic late on April 14th 1912 and steamed at full speed through the ice field, arriving at 4am the following morning. By 0830 she had picked up all the surviving lifeboats and had rescued 705 passengers and crew. Not having sufficient resources on board to complete her voyage to Europe, she returned to New York, arriving there on April 18th. These Marconigrams form part of a large body of signals sent by the survivors to friends, family and business connections after the disaster.

Charles Emil Henry Stengel 54, and his wife Annie 44, boarded in Cherbourg and were saved in lifeboats 1 & 5. Lillian and Daisy Minahan 37 & 33, boarded in Southampton and were saved from lifeboat 14. No identification for Christy and Gus.



25

25

A French folk art Guillotine automata

Comprised of carved bone panels over a wooden core. The three-stage model consists of a straw work base, with attendant carved polychrome bone Guards and Bandsmen, on turned bone feet. A stairway leads to the intermediate level, with further Guards, and carved bone winding gear. A further stairway leads to the execution platform, with additional guards, and tipping platform for the condemned prisoner. Working guillotine, with movable neck clamp and movable blade released by a side lever. A loose head will fall into the waiting receptacle when the blade drops. Under a glass dome. 17x12x15ins.(43x30x38cm)

£3,000 - 5,000

€3,600 - 6,000

26^Y

A whalebone and marine ivory walking cane

The Turk's head knot on a reeded octagonal stem, the whalebone shaft in sections of reeding, fluting, plain tapering and inset lozenge decoration, length 78.3cm.

£700 - 900

€840 - 1,100



26

27

An engraved powder horn, HMS Shannon

Fitted with a turned wooden bung and stopper, the horn engraved on one side with the Georgian Royal Arms, a ribbon inscribed *Capt. Phillip BV Broke* beneath a laurel wreath inscribed *Hero* and the date *October 1813*. The reverse engraved with a depiction of the action between *USS Chesapeake* and *HMS Shannon* beneath a banner inscribed *Master Henry Etough his horn*. 12.5ins.(32cm)long.

£1,000 - 1,500

€1,200 - 1,800

This refers to the "Battle of Boston Harbour" a single-ship action during the War of 1812. The frigate *HMS Shannon* cruised off Boston Harbour and issued a challenge to any American ship. The *USS Chesapeake* took up the cudgels and the ships came together in the afternoon of June 1st 1813 where, after a brief 15 minute action, the American ship was boarded and captured. The US Captain Lawrence was killed and Captain Broke was severely wounded, never to sail again. The first notable naval victory of the war, it elevated Broke to hero status at home.



27

28



29



28^Y

A pair of 19th century decorated Dolphin jaw bones, both depicting on the outside images of various sailing ships and small vessels, and patterns of inscribed circles inside. 19ins.(48cm)long, each.
£750 - 950
€900 - 1,100

29^Y

A large Whalebone Fid, 15ins.(38cm)long. Together with a Whale ivory Seam Rubber 4ins.(10cm) long, and an incomplete Whale's tooth snuff box, engraved with a three masted ship beneath the Sun and Moon 3ins.(7.5cm)long. Cover missing. (3)
£700 - 900
€840 - 1,100

30^Y

A late 19th/early 20th century whaler's knife. Steel knife, with silver metal mount and carved walrus head ivory grip. Shaped ivory scabbard, with curved tip and top band, decorative silver metal mount and belt loop. 9ins. (23cm)long.
£200 - 300
€240 - 360

30





31

31^Y

A 19th century decorated Whale's Pan bone.
Inscribed with a scene of three Whale ships, and a whale boat,
chasing a Sperm Whale. 9.5x7ins.(24x18cm)
£600 - 800
€720 - 960



32

32^Y

A large 19th century decorated Whale's tooth,
depicting on one side a coastal scene with a three mast English ship
off a Fort, with small boats in attendance. 8ins.(20cm)long.
£700 - 900
€840 - 1,100



33

33^Y

A small 19th century decorated Whale's tooth,
engraved on one side with the Sun, Moon and Star, within a floral
band. 5.5ins.(14cm)long.
£500 - 700
€600 - 840

34^Y

A 19th century decorated Whale's tooth
inscribed on one side with a three masted American sailing ship and
the legend *Atlas* 1863 and on the other with a Whale spouting. 5ins.
(12.5cm)long.
£500 - 700
€600 - 840



34



35



35

35^Y

An impressive 19th century decorated Whale's tooth with polychrome engraving, on one side a three mast English warship from the bow, on the reverse a similar warship from astern. *9ins.(23cm) long.*

£2,500 - 3,500

€3,000 - 4,200



36



36

36^Y

An impressive 19th century large decorated Whale's tooth, Engraved on one side with an image of Britannia over a sword and harpoon, and on the other a scene of a British Tar leaning on a large anchor on a cliff edge, with a three mast ship in the background. Banded at the top with Oak leaves and at the bottom with a flower wreath. *8ins.(20cm) long.*

£1,000 - 1,500

€1,200 - 1,800



37



37

37^Y

A 19th century decorated Whale's tooth, attributed to Edward Burdett

deeply engraved on one side with a scene of shipwreck, a three mast ship breaking upon a rocky shore with a cutter standing by, inscribed *Loss of the S. Hope New Zealand*. On the reverse a depiction of a three mast ship on fire with the legend *S. Daniel the Fourth set on Fire*. With a scalloped end banded decoration. 5ins.(12.5cm)long.

£5,000 - 8,000

€6,000 - 9,600

Edward Burdett(fl.1822-33) is considered to be one of America's foremost scrimshaw artists and he is the earliest documented engraver of pictorial sperm-whale teeth. He was born in Nantucket in 1805 , the son of a sea captain and went to sea at the age of 17. He served on board he whalers Foster and William Tell. He met an untimely death at the age of 28 when as first mate of the ship Montano he became entangled in a harpoon line and was dragged by the whale overboard and was drowned.

The Daniel IV was a whaler owned by the Bennett & Co. Whaling Company of London, UK. Built in Chester in 1813, she was destroyed by fire on the 5th March 1828 homeward bound to London from Tahiti with a full cargo of oil. This event was recorded by Burdett and used as an image on several other teeth. See: Stuart M Frank, Dictionary of Scrimshaw Artists, Mystic Seaport Museum, 1991 for further known examples.

38^Y

A large 19th century decorated Whale's tooth,

Engraved on one side with a depiction of a British Sailor and his sweetheart, alongside a Union Flag on a seashore, inscribed with the initials *E.C.* 8ins.(20cm)long.

£800 - 1,200

€960 - 1,400



38



39

39

A late 19th/early 20th Century double sailor's shell valentine, with octagonal mahogany and pinewood case, the left side having an arrangement of coloured shells and a crab shell formed around a heart, the right side an arrangement with the legend *Remember Me* picked out. 9x9x2ins.(23x23x5cm)

£800 - 1,200

€960 - 1,400

40

A souvenir copper goblet made from the salvaged bolts from the wreck of the ship Dunbar

19th century

Tapering form with central foot, engraved with commemorative inscription, height 11.3; together with a George III silver goblet, maker's mark A.L(?), London 1774, the tapering bowl engraved with the slogan, "May Voters Be Free & Representatives Independent", the reverse with monogram "PW", raised on a stepped circular foot with gadroon rim, height 14.5cm, weight of silver goblet 6oz. (2)

£500 - 700

€600 - 840

The Dunbar was a full-rigged ship that was wrecked near the entrance to Sydney Harbour, Australia in 1857 with the loss of 121 lives. The bodies of twenty-two victims were recovered and are interred in a single large tomb in Camperdown Cemetery, Newtown.

"May Voters Be Free & Representatives Independent", as a quote is associated with William Rickford (1768-1854), an English banker and Whig politician who sat in the House of Commons as MP for Aylesbury from 1818 to 1841.

41

An American Independence commemorative Liverpool creamware cider jug

Transfer printed on one side with an Eagle over a prize of arms, supported by figures of plenty and a cartouche inscribed *Peace Plenty and Independence*. On the other an American three masted ship beneath a garland and beneath the spout the inscription *Mary Beynon 2* and an American Eagle. 11ins.(26cm) high

£500 - 700

€600 - 840



41

40



42



42

A pair of George III silver entree dishes and covers
probably by William Stroud, London 1814

Rectangular form with slightly convex sides and curved corners, the gadrooned rims of cover and base embellished with intermittent oak shells, the domed covers applied with a matching gadrooned border, the detachable reed and ribbon loop handles embellished with oak shells standing on circular calyx's, each engraved with a full achievement of arms and the inscription *Presented to Captain Welsley of H.M. Phoenix, by the Captain of the China Fleet, AD 1814*, length 31.5cm, weight 118.5oz. (2)

£3,000 - 4,000

€3,600 - 4,800

Rear Admiral William Henry Webley Parry CB 1764-1837. Son of a lawyer, he entered the Navy in 1779 and served initially with the Channel fleet, appointed Lieutenant in 1790 he was present at the Siege of Toulon in 1794 and was with Nelson at the attack on Bastia where Nelson lost his eye. He also joined Nelson on the assault on Tenerife in 1796. Raised to First Lieutenant on HMS *Zealous*, he was present at the Battle of the Nile in 1798, the second ship of the inshore squadron, which engaged the French *Guerrier* and as a result of this action he was promoted to Commander. Raised to Post Captain in 1802, he was placed on half pay until 1806, when he became Captain of HMS *Centaur* and assisted in the taking of Madeira before going to the Baltic. Engaged in the blockade of Toulon in 1811, he then sailed with Sir Samuel Hood to the East Indies, arriving in Madras in 1812. He was appointed to the command of HMS *Pheonix* in 1813 and conveyed a fleet of merchant vessels from Madras to China and then subsequently brought a fleet of seventeen vessels back from China to England, an event which these presentation items commemorates.

The *Pheonix* was paid off in 1815 and Webley then served as Flag Captain, he seems to have acquired the additional surname "Parry" some time before 1819. Promoted to Rear Admiral on his retirement in 1837, and he died on the 31st May of that year.



43



44



45



46



47

43

A collection of yachting photographs,

Framed photographs of the International 8metre Class, signed Beken & Son, Cowes:

Severn II & Unity. Severn II. Severn II & others. Severn II leading the 8m class. Severn II & Violetta. Carron leading the 8metres 1934. Helen Clyde Regatta 1938. Iskareen. Signed Beken of Cowes: Iskareen 1950. Severn II, Wye, Carron II, Christine 1939. Iskareen 1950. Pandora, Helen, Anita, Clyde 1939. Framed photographs of the Big Class, signed Beken of Cowes: Velshedha. Lulworth, Shamrock, Westward, Britannia, White Heather. Unframed, Endeavour. Velshedha. Shanmrock V. Cambria leading Astra & Westward. All prints 9x11ins. (23x28cm). Together with, Zaza Steam yacht by A Debenham of Cowes in a decorative frame. 11x14ins. (28x36cm). (19)

£600 - 800

€720 - 960

44

Beken of Cowes. A collection of five original yacht photographic prints.

Depicting the yachts *Britannia & Yankee* and the schooners *Westward & Suzanne*. *Britannia & Suzanne* Signed Beken and Son, Cowes, *Yankee & Westward* Signed by Kirk, Cowes. (28x23.5cm)each, framed. (5)

£500 - 700

€600 - 840

Provenance: Given to the vendor's father on his marriage in 1935. He was crew on board *Suzanne*.

45

A cased miniature model of the America's Cup Challenger Endeavour 1934

Built to a scale of 1/16 by W. Hitchcock. Mounted on posts in a glazed display case. 9ins.(23cm)long. Together with a waterline diorama model of a Bavaria 30 yacht, in a glazed case. 11ins.(28cm)long. (2)

£500 - 600

€600 - 720

46

A half model of the J Class cutter Endeavour 1934

Made by Peter Ward. Solid hull, painted blue to the waterline and maroon below. Detailed deck fittings and stub mast. Set on a decorated, polished mahogany backboard. 37.8x12ins.(91x30cm)

£600 - 800

€720 - 960

Endeavour was designed by Camper and Nicholson for Sir Thomas Sopwith. She challenged unsuccessfully for the America's Cup against the defender *Rainbow* partly because a strike by her professional crew resulted in Sopwith having to man her with keen amateurs. Following extensive restorations, she is still in commission today.

47

A half model of the America's Cup cutter Rainbow 1934

Made by Peter Ward to a scale of 1/4in to 1foot. Solid hull, varnished to the waterline and painted below, with detailed deck fittings and stub spars. Set on a decorated polished mahogany backboard. 37x12ins. (94x30cm)

£600 - 800

€720 - 960

Rainbow was designed by Starling Burgess to defend the 1934 America's Cup challenge from Sir Thomas Sopwith's *Endeavour*.



48



49

48^W

A cased silver model of HMRY *Britannia* 1893

made by John Ross, Silversmith, to a scale of 1:100. Hull, sails and spars in solid silver, with silver wire rigging. Detailed anchors and cable, windlass, hatches, companionways, tiller and blocks. Depicted in her original gaff rig. Marked with the hallmark for the Queen's Diamond Jubilee 2012. The model 19.8ins.(50cm)long.. Mounted on a post in a polished oak display case. 27x13.5x27ins.(68.5x34x68.5cm)

£8,000 - 10,000

€9,600 - 12,000

HMRY *Britannia* was designed by GL Watson and built in Scotland for Edward, Prince of Wales, latterly King Edward VII. A phenomenally successful racing yacht, she underwent several changes in rig during her career, finally finishing as a Bermudian cutter to compete against the J Class yachts in the 1930's. Inherited by King George V on the death of his father, she was finally scuttled off St Katherine's Point in 1936 on his Majesty's death.

49

A half model of the Royal Yacht *Britannia* 1893

Made by Peter Ward to a scale of 1/4in to 1foot. Solid hull, varnished to the waterline and painted below, with detailed deck fittings and spars. Set onto a polished, decorated mahogany backboard. 42x11.5ins. (107x29cm)

£600 - 800

€720 - 960

HMRY *Britannia* was designed by GL Watson for HRH the Prince of Wales in 1893. She remained in Royal service, with a brief interlude outside, for 43 years undergoing several changes of rig, until the death of King George V in 1936. She was then stripped of her gear and scuttled off St Catherine's Point, Isle of Wight.



50

50

A half model of the Schooner *America* 1851

Made by Peter Ward to a scale of 1/4in to 1foot. Solid hull, varnished to the waterline and painted below, with decorated trailboard. Detailed deck fittings and stub spars. Mounted onto a decorated, polished mahogany backboard. 37x11.5ins. (94x29cm)

£600 - 800

€720 - 960

Designed by George Steers for a New York Yacht Club syndicate, *America* was designed to show off US yachting supremacy in the UK. On her famous challenge race around the Isle of Wight for a 100 Guinea Cup, she defeated all comers and so outclassed the opposition that no further challenges were forthcoming and she returned to America. Her owners gifted the Cup to the New York Yacht Club as a perpetual challenge trophy, and the rest is history.



51

51

A half model of the America's Cup yacht *Magic* 1870

made by Peter Ward. Solid hull, varnished to the waterline and painted below, with decorated trailboard. Decks with cockpit, hatches and companionway, spars and bowsprit rigging, on a decorated mahogany backboard. 35.5x12ins. (90x30cm)

£600 - 800

€720 - 960

The schooner yacht *Magic* was the successful defender of the America's Cup in 1870 against the British Challenger *Cambria*.



52

52

A half model of the J Class cutter *Shamrock V* 1930

Made by Peter Ward to a scale of 1/4in to 1foot. Solid hull, varnished to the waterline and painted below. Detailed deck fittings and stub spars. Set on a decorated, polished mahogany backboard. 36x11.5ins. (92x29cm)

£600 - 800

€720 - 960

The Irish grocer Sir Thomas Lipton had tried unsuccessfully to wrest the America's Cup from the US since 1899. *Shamrock V* represented his fifth, and last attempt. The first British yacht built to the new J Class, she met the American defender *Enterprise* in 1930 and was defeated in four straight races.



53

53

A half model of the Twelve Metre yacht *Australia II* 1983

Made by Peter Ward. Solid hull, painted white with green/yellow caveta and blue keel detail. Stub spars, set on a decorated and polished mahogany backboard. 31.5x11ins. (80x28cm)

£600 - 800

€720 - 960

The America's Cup had been unsuccessfully challenged for by various nations since 1857, when the trophy won by the schooner *America* was deeded to the New York Yacht Club. Raced in various classes of yacht, after WW2 the challenge was conducted in yachts of the 12 metre class. In 1983, a radical Twelve metre, designed by Australian Ben Lexcen and challenging for the Royal Perth Yacht Club, finally managed to wrest the trophy from American hands.



54



55



56

54^W

An impressive Edwardian straight line pond yacht

Varnished hull of hollowed timber, with deep metal fin keel and lead ballast. Varnished deck with inscribed plank lines. Wooden spars and cotton gaff topsail rig. On a stand. Together with a collection of photographs and papers. 105x13.5x114ins. (267x34x290cm)

£500 - 700

€600 - 840

Built by the Coxwain of the Falmouth Lifeboat at the turn of the last century, for wager races across the harbour between Falmouth and Flushing.

55^W

Kittywake M94 a Marblehead Pond Yacht

built in the 1930's to a design by AW Littlejohn. Hull of bread and butter construction timber, painted white to the waterline and blue below, with a lead ballasted fin keel and a separate skeg hung rudder and Braine steering gear. Varnished timber deck with inscribed plank lines and hatch access the interior. Wooden spars and two suits of cotton sails. 50ins. (127cm)long.

£500 - 700

€600 - 840

Mr AW Littlejohn published the design for the original *Kittywake* in the magazine "Marine Models" in 1937, and his original model won the first Marblehead National Championships in 1939.

56^W

Restive MK1395 a Marblehead Pond Yacht

Built in the 1990's by Joe Meir to the design of Mr AW Littlejohn. Hull of hollowed timber, painted pale blue to the waterline and dark blue below, with a lead ballasted fin keel and a separate skeg hung rudder, fitted for vane steering (not included). Painted deck, with varnished gunwale and king plank, square access hatch to interior. Alloy spars and one suit of varnished terylene sails. 50ins. (127cm)long.

£500 - 700

€600 - 840

The original *Restive* was created by AW Littlejohn in 1963, the last Marblehead yacht he designed. It was never published. The original boat, called *Wendy J* achieved 2nd and 3rd places in the National Championships of 1966 & 1967. This new hull was built in the 1990's when the original was destroyed in a Clubhouse fire, but carries the original sail number by permission.



57



57 (detail)

57^W

A large mirror back Builder's half model of the SS *Lady Brenda* 1918

Hull of solid timber, painted black to the waterline and pink below, with four blade propeller, bilge keels and accommodation ladder slung overside. Painted draft marks at bow and stern. Plated metal fittings and details including anchor, cable and windlass, cargo winches, ventilators, open bridge with wheel and binnacle, ship's boats on davits and emergency steering aft. In a period mahogany display case with an ivory Builder's plaque for Craig, Taylor & Co. Stockton on Tees. On a separate stand. 97x11x33ins. (246x28x84cm)

£3,000 - 5,000

€3,600 - 6,000

Originally launched in 1918 as the SS *Maindy Dene* for Jenkins, Richards & Evans, Cardiff, she was sold to Frederick Dawson Ltd. Newcastle in 1922 and renamed *Lady Brenda*, the funnel livery and label recording this change.

Sold to the Russian Merchant Navy in 1934 and renamed SS *Sukona* she was torpedoed and sunk by German aircraft NW of Bear Island on September 13th 1942 en route to Northern Russia from Leith via Reykjavik.

58^W

A Builder's half model of the passenger cargo steamship *India* 1870

Hull of solid timber on horizontal lifts. Painted black to the waterline with varnished gunwale and rail, decorated beakhead and quarters. Red below, with painted propeller aperture. Mounted onto a wooden painted backboard inscribed *India* and No 208 in gilt lettering. 77x11.5x4ins. (195.5x29x10cm)

£600 - 800

€720 - 960

Provenance: From the family of Mitchell's ship yard on the Tyne.

The *India* was built for R Rubattino & Co. of Genoa, by Charles Mitchells' Low Walker shipyard as a passenger cargo steam ship of 1,297 gross tons.



59



58

59^W

**A Builder's model of the Stena SeaLink Line Passenger ferry
Fantasia 1980**

Hull of solid timber, painted white to the waterline and maroon below, with a blue boot top. Bulb bow, twin bow thrusters, folded fin stabilisers and twin, four blade propellers. White superstructure with twin blue livery funnels, detailed anchors, windlass, liferafts, ship's boats on davits. Bearing a Builder's plaque for Kockums Varv AB Malmo, Sweden. In a glazed display case. 75x17.5x26ins.(191x44x66cm)

£2,000 - 3,000

€2,400 - 3,600

Built in 1979, yard no. 569 and launched in 1980 for Rederei AB Nordo Malmo for Mediterranean service and named *Scandinavia*. Sold to Bulgaria in 1982 and renamed *Tzarevetz* for the Medlink Line, she was back on the North Sea in 1987 under charter to DFDS on the Harwich/ Esbjerg service. Sold to Sealink Ferries in 1988 she was renamed *Fiesta*, but was refitted in 1989 at Bremerhaven as a Passenger Ferry and appeared in 1990 on the Dover/Calais route renamed *Fantasia* (the livery shown on the model).

Renamed *Stena Fantasia* after the Stena/Sealink merger, she remained thus named until the P&O merger in 1998 when she was renamed *Canterbury* a name she retained until leaving the channel service in 2003. Sold to Greece in 2004, she was renamed again *Alkmini A*, and then *Wawel*. Rebuilt in Poland in 2005, she remains in service today in the Baltic.



60



61

60^W

A Builder's quality model of the Passenger Liner RMMV *Stirling Castle*

Built by Ronnie Lawson to a scale of 1/120 from original Builder's plans. Plank on frame hull, painted lilac to the waterline and maroon below, with twin, four blade propellers. Timber decks with inscribed plank lines, cream superstructure with funnel in Union Castle livery. fine detailing includes anchors, cable and windlass, cargo derricks and winches, open bridge with binnacle, ship's boats on davits. With a polished stand and a portfolio of drawings, magazines and construction photographs.

73x9.5x19.5ins.(185.5x24x49.5cm) (3)

£3,000 - 5,000

€3,600 - 6,000

This model was awarded a Silver Medal at the Model Engineer & Engineering exhibition in London, 1995.

The RMMV *Stirling Castle* was built by Harland and Wolff in Belfast and launched in 1936 for the Union Castle Mail Steamship Co., primarily for the Southampton to Cape Town liner service. On her maiden voyage, she broke the existing record for the route. Used as a troop ship during WW2, she was returned to service in 1946 and continued until sold for breaking in 1966.

61^W

An Owner's model of the motor Yacht *Majestic* 1978, Solid hull, painted cream to the waterline and black below, with a green boot top. Twin, four blade propellers, stabiliser fins and bow thruster. White superstructure, with inscribed wooden decks. Details include anchors, cable and windlass, open bridge with wheel and binnacle, Radar mast and Radio aerials, two ship's boats. Mounted on posts in an acrylic display case. The model: 45ins.(115cm)long. On a baseboard. Together with a framed coloured photograph of the vessel and a publicity brochure. 51x10x21ins.(130x25x53cm) (3)

£2,000 - 3,000

€2,400 - 3,600

Built by Cammenga Jachtbouw BV. Holland as a luxury yacht, to a plan by De Vries and interior design by Jon Bannenberg, *Majestic* was designed to accommodate up to 16 guests with a maximum crew of 23. She was fitted with nine en-suite staterooms including a master suite and a sauna. Originally *Mawasa* and latterly *Midnight Saga*, she is currently called *S Cape*.



62

62^W

A good Builder's Model of the SS *Eskdene* 1934

Hull of timber, painted black to the waterline and maroon below, with painted draft marks and Plimsoll Line, single four-blade brass propeller and accommodation ladder slung over starboard side. Wooden decks, with inscribed plating lines and hatch covers picked out in Indian ink. Painted superstructure with single smokestack and open bridge, fitted with telegraphs and binnacle. Fine plated metal details include anchors, cable and windlass, ventilators, guardrails and stanchions, cargo winches and steering quadrant. Fitted with wooden cargo derricks and ship's boats on davits. Mounted on brass posts in a period glazed display case with an ivoryine Builder's plaque for Bartram & Sons, Sunderland. The model: 48ins. (122cm) long. 56x15x20.5ins. (142x38x52cm)

£6,000 - 8,000

€7,200 - 9,600

The general cargo ship *SS Eskdene* was built by Bartram & Sons, Sunderland for Dene Shipping Co. London, and was launched in 1934.

She had the misfortune to be sunk twice in WW2.

On December 7th 1939 she was mined or torpedoed (accounts differ) off the mouth of the Tyne. Luckily, her cargo of Norwegian timber prevented her from sinking and she was successfully towed to port and repaired. Then on April 8th 1941 whilst dispersed from Convoy OG57 she was torpedoed by *U107* 200 miles off the Azores. Again, she stubbornly refused to sink after receiving two torpedoes and the submarine was forced to surface and pump 104 shells into her from the deck cannon before she slid below the waves. Captain William Thomas and her 38 crew had been allowed to abandon ship beforehand and were picked up shortly after by the *SS Penhale* who landed them safely at Pernambuco on April 22nd.

U107 and Korvettenkapitan Gunter Hessler

The *Eskdene* shares the dubious distinction of being the first ship sunk in the most successful U Boat cruise of WW2. Captain Hessler, married to Admiral Donitz' daughter, commissioned *U107* on October 8 1940 and set off from Lorient on a series of three cruises. The second cruise, from 29 March to 1 June 1941 is recorded as the largest haul by any U boat Commander; 14 ships, with a total of 86,699 tons were sent to the bottom. Hessler was awarded the Knights Cross for his endeavours and became a celebrity in Germany. He did not serve in submarines again and survived the War. *U107* was finally sunk with all hands by depth charges from a Sunderland aircraft in the Bay of Biscay on August 14th 1944.



63

63

A French prisoner-of-war bone model of the 38 gun 5th Rate frigate *Melpomene* 1792, early 19th century, the pinned and planked hull with horn strakes, carved and painted warrior figurehead, three masts with standing and running rigging, carved and stern and quarter gallery decoration, deck with hair rails, anchors, catheads, capstan, belaying rails, ship's bell and ship's boat in chocks, mounted on two tier stand with pierced bone surround and straw-work platform, in modern glazed case with name plaque, probably from the Parker Gallery, the model 7.5x9ins. (9x23cm)

£4,000 - 6,000

€4,800 - 7,200

Provenance

Christies London lot 312 10th November 1994

Built at Toulon in 1792 as *La Melpomene* she was taken at the surrender of Calvi to Admiral Hood's Fleet on 10 August 1794 and was commissioned into the Royal Navy as HMS *Melpomene* a year later. She was converted to a Troopship in 1810 and sold for breaking in 1815.

The name plaque erroneously describes her as a 44 gun Frigate, and the model actually carries 46.



64

64^W

A large French Prisoner of War bone model of the *Diana*

Hull of pinned bone planks on a wooden core, with baleen wales. Copper sheathed below the waterline. Carved figurehead and stern decoration, the hull pierced for 44 bone and brass cannon. Decks of laid bone planks, with details including galley chimneys, anchors and buoys, belfry, capstans, hatches and companionway. With three ship's boats slung between main and foremast and another on davits aft. Bone spars and detailed running and standing rigging. Set on bone crutches on a bone and baleen decorated baseboard, with turned wooden feet. The model 32ins.(81cm)long. In a glazed display case. 46x16x39ins. (125x41x99cm)

£15,000 - 20,000

€18,000 - 24,000

There was a French 38 gun Frigate in the French Navy called the *Diane*. Built at Toulon in 1796, she fought at the Battle of the Nile, escaped and was captured at Malta in August 1800. Re-commissioned in the Royal Navy as HMS *Niobe*, she was sold out of the service in 1816.



Detail



Detail



65

65

A small 19th century bone model of a 14 gun sloop

Hull of pinned bone planks over a wooden core, with baleen wales, gunwale and detailing. Carved beakhead and stern decoration. Laid bone plank deck, with hatches and companionway, turned bone cannon on carriages. Bone spars, with detailed rigging. Set on crutches inside a carved bone railing, with a pair of anchors, on an oval base. In a glazed display case. 20x14x15ins.(51x36x38cm)

£4,000 - 6,000

€4,800 - 7,200



66^W

An exceptional contemporary model of an English 24 gun 6th Rate sloop ca. 1743

Built to a scale of 1/48. Hull of solid bread and butter timber construction below the gun deck and raised timber above. Painted buff to the waterline with black wale, and white below, with traditional Lion figurehead and decorated stern. Pierced for twenty guns on the main deck and four below, with an extra ballast port. Displaying fourteen turned wooden cannon on carriages. In addition, a series of hinged oar ports between the gun ports. Fine details include gratings, belfry, railing pieces and ship's wheel. Wooden spars with detailed running and standing rigging.

Mounted on a stand, with an additional base. (118x98x44cm)

£30,000 - 40,000

€36,000 - 48,000

Provenance:

Sir James Caird Collection 1937, ex. Mercury Collection. National Maritime Museum, Cat. no. 1743-2, de-acquisitioned, ex. Kriegstein Collection.

This model is believed to represent a 6th Rate sloop of the 1741 Establishment, although in proportion slightly too fine to represent an actual vessel. It perhaps was made by an amateur craftsman for the Commander. The rigging is believed to be 19th century, and although in general accurate and correct is slightly heavier in proportion.

The 24 gun 6th Rate was also known as a "Post Ship" Frigate, the smallest ship large enough for a Post Captain. These small vessels were maids of all work in the Georgian Navy, engaged as Convoy Escorts, blockade vessels and on dispatch duties as well as detached commissions.





66





67



Detail

67^W

A large well made modern model of the American frigate, *USS Constitution* 1797, scratch built by CB Hogan to a scale of 1:42. Hull of timber, plank on frame, painted black to the waterline with a white wale, and red below. Pierced for 22 cannon on sliding carriages. Decorated beak head, stern and quarter galleries. Laid timber decks, with detailed hatch gratings, hammock nettings, companionway and wheel. Other features include galley chimney, and ship's boats, four on the main hatch and two slung overside on davits. Wooden spars, with detailed running and standing rigging. Mounted on crutches. Originally intended for pond use, the model has a working rudder with servo and a keel box is fitted to accommodate a drop keel. 73ins.(185cm)long.

£2,000 - 3,000

€2,400 - 3,600

The *USS Constitution* was built at Boston and launched in 1797, the third of the six original Frigates commissioned for the fledgling US Navy. She became famous for her actions in the War of 1812, including the single ship action against the *HMS Guerriere*, which earned her the sobriquet "Old Ironsides". *Constitution* had a long and noble career, remaining in active service until 1881 and she was designated a Museum ship in 1907. Since then she has, like her British counterpart *HMS Victory*, remained in continuous refit and as a fully commissioned US Navy ship is preserved in Boston harbour.

Marine Paintings

Lots 68 - 155





68



69

- | | |
|---|---|
| <p>68
 Charles Edward Dixon (British, 1872-1934)
 'Above Greenwich'
 signed and dated 'Charles Dixon 09' (lower left) and inscribed with title (lower right)
 watercolour
 26.5 x 61.8cm (10 7/16 x 24 5/16in).
 £1,500 - 2,000
 €1,800 - 2,400</p> | <p>69
 Frank William Scarbrough (British, 1860-1939)
 The Pool of London
 signed 'F.W. Scarbrough' (lower right)
 watercolour
 24.5 x 34.4cm (9 5/8 x 13 9/16in).
 £1,200 - 1,800
 €1,400 - 2,200</p> |
|---|---|



70



71

70
Charles Edward Dixon (British, 1872-1934)
Tower bridge
watercolour
21.5 x 67.5cm (8 7/16 x 26 9/16in).
£2,000 - 3,000
€2,400 - 3,600

71
Charles Edward Dixon (British, 1872-1934)
'The Lower Pool'
signed and dated 'Edward Dixon 09' (lower left) and inscribed with title
(lower right)
watercolour heightened with white
26.5 x 61.8cm (10 7/16 x 24 5/16in).
£1,500 - 2,000
€1,800 - 2,400



72

72

Charles Edward Dixon (British, 1872-1934)

The sinking of HMS *Birkenhead*
signed 'Charles Dixon' (lower right)
watercolour with white heightening
35 x 57cm (13 3/4 x 22 7/16in).

£1,000 - 1,500

€1,200 - 1,800

LITERATURE:

*Britannia's Bulwarks: The Achievements of our Seamen,
The Honours of our Ships*, (London 1901)

HMS *Birkenhead* was one of the first iron-hulled ships built for the Royal Navy. Initially it was designed as a frigate, but was converted to a troopship before being commissioned.

Wrecked on 26 February 1852 whilst transporting troops to Algoa Bay, she went down at Danger Point near Gansbaai, 140km from Cape Town, South Africa. The event is credited with being the earliest maritime disaster to apply the 'women and children first' protocol; sometimes referred to as the 'Birkenhead Drill', it is referenced in Rudyard Kipling's 1893, '*Soldier an' Sailor Too*'.

The event was noted by Frederick William IV of Prussia and Queen Victoria for the bravery of the soldiers and the order and regularity that prevailed. Of 643 passengers only 193 survived.



73



74

73

Frederick William Scarborough (British, born circa 1860-1939)
 'Limehouse Reach, London'
 signed 'F.W. Scarbrough' (lower right) and titled (lower left)
 watercolour heightened with white
 38 x 55.7cm (14 15/16 x 21 15/16in).
 £1,500 - 2,000
 €1,800 - 2,400

74

George Weatherill (British, 1810-1890)
 'Morning off Whitby'; 'Morning on Whitby Sands', a pair
 both bear old inscriptions (verso)
 watercolour
 both 9 x 14cm (3 9/16 x 5 1/2in).
 unframed
 (2)
 £1,000 - 1,500
 €1,200 - 1,800



75



76

75
Thomas Buttersworth (British, 1768-1828)
 An American ship off the Needles
 signed 'T. Buttersworth' (lower right)
 oil on canvas
 46 x 61cm (18 1/8 x 24in).
 £2,500 - 3,500
 €3,000 - 4,200

76
Attributed to Richard Paton (British, 1717-1791)
 British Frigate And Her French Prize Rejoining The Main Squadron
 oil on canvas
 53 x 75.5cm (20 7/8 x 29 3/4in).
 £5,000 - 7,000
 €6,000 - 8,400

PROVENANCE:
 with The Parker Gallery, London
 Private collection, UK



77

77

Thomas Buttersworth (British, 1768-1828)

Lord Vincent's Fleet lying off Cadiz 1797 with Nelson's Inshore Blockading Squadron

pen and grey ink and watercolour
41.9 x 65.4cm (16 1/2 x 25 3/4in).

£1,500 - 2,000

€1,800 - 2,400

PROVENANCE:

Sale, Christies 19 October 2005, Trafalgar Bicentenary, The Age of Nelson, Wellington and Napoleon, London, ex-Lot 10A

After the victory at Cape St. Vincent on 14 February 1797, Sir John Jervis took the fleet into the Tagus at Lisbon to await reinforcements; a number of damaged ships or those needing maintenance, including Jervis's own flagship *Victory*, were sent home and Jervis transferred his flag into the brand-new *Ville de Paris*, the first 110-gun ship in the Navy and fresh from the builder's yard. Several weeks later, on 31 March, the newly-ennobled Lord St. Vincent led his resupplied fleet of twenty-one sail back out to sea and set course for Cadiz where he intended first to blockade the port and then, in time, tempt the twenty-six remaining Spanish ships-of-the-line sheltering there out to fight.

After six weeks patrolling the coast, St. Vincent established his close blockade on 19 May and anchored off the town in a crescent formation, with an Advanced or Inshore Squadron under Nelson close in the mouth of the harbour. Despite their numerical superiority however, the Spaniards refused to come out and, in early July, St. Vincent decided to bombard the town in the hope of provoking a response. This too proved fruitless and, in the autumn, the fleet returned to the shelter of the Tagus leaving a small observation squadron to maintain the blockade through the winter.

The number of his extant paintings, oils as well as watercolours, dated between 1797 and 1800 suggests Buttersworth was producing a significant output whilst still in the naval service and his views of the battle of Cape St. Vincent and, more numerous, those involving the activities of the blockading squadron off Cadiz indicate that Buttersworth witnessed these events in person:

'...the marine artist Thomas Buttersworth painted a number of watercolours of the ships of the Inshore Squadron around this time which show the *Bellerophon* anchored alongside the *Theseus*, Nelson's flagship. Buttersworth was a seaman on one of the ships in the main body of the fleet under Lord St. Vincent and although his pictures are strangely lacking in atmosphere they are full of carefully observed detail. The anchored ships of Nelson's squadron are beautifully drawn; he notes the boats moored alongside their sterns, and the longboats and cutters coming and going in the foreground. His pictures clearly show how close the squadron was to Cadiz. According to Nelson, "We are looking at the ladies walking the walls and Mall of Cadiz and know of the ridicule they make of their sea officers".' (D. Cordingley, Billy Ruffian, *The Bellerophon and the Downfall of Napoleon, The Biography of a Ship of the Line, 1782-1836*, London, 2004, pp.111-12.)



78

78^W

Thomas Whitcombe (British, 1760-1824)

HMS *Fortunée* off Dover 1804, Captain Henry Vansittart

oil on canvas

99 x 152cm (39 x 59 13/16in).

£12,000 - 18,000

€14,000 - 22,000

In the traditional two views, depicted in the Channel off the Port of Dover, watched by a group of fishermen in a lugger. *Fortunée* is firing a forward gun, usually a signal to call the Pilot or a galley to carry dispatches or passengers ashore.

HMS *Fortunée* was a 36 Gun 5th Rate, built at Blackwall in 1800. She served most of her career in the Channel Fleet, with occasional forays into Convoy escort work. Captain Henry Vansittart was appointed to her in January 1803, and remained in her for nine years. She was sold for breaking in 1818.

Captain (later Vice Admiral) Henry Vansittart (1777-1843), was born in London and entered the Navy in 1791. He was wounded in the head at the Siege of Toulon in 1793. Passing for Lieutenant in 1795, he was appointed Commander of the *Hermes* in 1798. Raised to Captain in 1801, he at first served on the Jamaica Station, before returning home and was appointed Captain of the 5th Rate *Fortunée* in January 1803. He left her when she went in for refit in 1812, transferring to HMS *Clarence*. Aside from a brief period on half pay in 1801, he served continuously for over 25 years. Achieving Flag rank in 1830, he was appointed Vice Admiral on his retirement in 1841. He died two years later at his house in Woodstock, Ontario.



79

79

Thomas Buttersworth (British, 1768-1828)

Mouth of the Tagus

oil on canvas

23 x 30.5cm (9 1/16 x 12in).

£5,000 - 8,000

€6,000 - 9,600

PROVENANCE:

with Royal Exchange Art Gallery, London

Prominently depicted in the background of the present lot is Belém Tower. Also known as the Tower of St. Vincent, it was commissioned during the late 15th century by King John II to be part of the defense system at the mouth of the Tagus river, as well as acting as a ceremonial gateway in to Lisbon.

Built in the Manueline style, the tower is now a UNESCO World Heritage Site due to the significant role it played in the Portuguese maritime achievements during the era of the Age of Discoveries.



80



81

80

Francis Swaine (British, circa 1715-1782)

Unloading the catch; Stormy seas, a pair
both signed 'Swaine' (lower left)

oil on canvas laid to panel

10.8 x 16cm (4 1/4 x 6 5/16in) and 11 x 16cm (4 5/16 x 6 5/16in)
respectively

(2)

£2,000 - 3,000

€2,400 - 3,600

81

Thomas Luny (British, 1759-1837)

Fishing and sailing boats off shore
signed and dated 'Luny 1832' (lower left)

oil on panel

21.5 x 30cm (8 7/16 x 11 13/16in).

£2,000 - 3,000

€2,400 - 3,600



82



83

82
William Thornley (British, 1857-1898)
 A fresh breeze off Boulogne
 signed 'Thornley' (lower right)
 oil on canvas
 40.8 x 61.2cm (16 1/16 x 24 1/8in).
 £1,500 - 2,000
 €1,800 - 2,400

83
James Webb (British, 1825-1895)
 'On the coast, Holland, 1876'
 signed and dated 'James Webb '76' (lower right), also signed, inscribed
 and monogrammed (verso)
 oil on canvas
 41 x 61cm (16 1/8 x 24in).
 £2,000 - 3,000
 €2,400 - 3,600

84*

Gustave Bourgain (French, 1855-1921)

Gilding the figurehead, Porto
signed and dated 'G. Bourgain 86' (lower left)
oil on canvas

75 x 105cm (29 1/2 x 41 5/16in).

£10,000 - 15,000

€12,000 - 18,000

Although bow ornamentation had been an integral part of ships since the Viking longboats of 800-1100 AD, figureheads were not common until the development of galleons in the 16th century. Often the purpose of the figurehead was two-fold. Firstly to indicate the name of a ship in a non-literate society, secondly in the case of naval ships, it demonstrated the might and wealth of the owner. It was therefore important to maintain the upkeep of each ship's figurehead, as is being done in the present lot. The introduction of the military sailing ship in the late 19th century saw the practice largely die out, however.

Although Bourgain painted genre, landscapes, still lifes and Orientalist scenes (including two pictures of Napoleon in Cairo), he seems to have had a penchant for painting the everyday life of sailors. There are recorded pictures by him showing a sailor having his photograph taken by a lady photographer, sailors drinking outside a quayside inn and perhaps most amusing of all, a watercolour depicting a sailor having his hair cut by his fellow matelots below decks on the *Austerlitz* (sold Bonhams, 14th January 1999, lot 116).







85



86

85
Thomas Bush Hardy (British, 1842-1897)
 Bragozzo in the lagoon, Venice
 signed and inscribed 'T.B Hardy LXXO' (lower right)
 oil on canvas
 40.5 x 61cm (15 15/16 x 24in).
 £3,000 - 5,000
 €3,600 - 6,000

86
Paul Jean Clays (Belgian, 1817-1900)
 Barges moored before a windmill
 signed 'P.J Clays' (lower right)
 oil on panel
 20.8 x 29.5cm (8 3/16 x 11 5/8in).
 £800 - 1,200
 €960 - 1,400



87

87

Henry Redmore (British, 1820-1887)

Dutch Galjots, a calm on the Humber estuary
signed and dated 'H Redmore 1854' (lower left)

oil on canvas

31 x 46cm (12 3/16 x 18 1/8in).

£5,000 - 7,000

€6,000 - 8,400



88

88
Paul Jean Clays (Belgian, 1817-1900)
 Boats in an estuary
 twice signed 'P.J Clays' (lower right and to canvas verso)
 oil on canvas
 60.6 x 49.5cm (23 7/8 x 19 1/2in).
 £2,000 - 3,000
 €2,400 - 3,600



89

89
Edward William Cooke, RA (British, 1811-1880)
 Study of a beached pinck
 signed 'E W Cooke R.A.' (lower right)
 watercolour
 25.7 x 16cm (10 1/8 x 6 5/16in).
 £600 - 800
 €720 - 960



90

90
David James (British, active 1883-1897)
Off the Coast
signed 'D James' (lower right)
oil on canvas
61 x 91.4cm (24 x 36in).
£2,000 - 3,000
€2,400 - 3,600



91



92

91
George Weatherill (British, 1810-1890)
 Robin Hood's Bay
 watercolour
 35.5 x 53.3cm (14 x 21in).
 £1,000 - 1,500
 €1,200 - 1,800

92
Thomas Sewell Robins (1814-1880)
 Shipping in a harbour
 signed and dated 'T.S Robins 1843' (lower left)
 watercolour
 55 x 75.5cm (21 5/8 x 29 3/4in).
 £800 - 1,200
 €960 - 1,400



93



94

93

George Weatherill (British, 1810-1890)

Shipping off Whitby

signed 'G. Weatherill' (lower left)

watercolour with traces of pencil and scratching out
13 x 22cm (5 1/8 x 8 5/8in).

£2,000 - 4,000

€2,400 - 4,800

94

George Weatherill (British, 1810-1890)

Early morning shipping off Whitby

signed 'G Weatherill' (lower left)

watercolour with traces of pencil and scratching out
12 x 21cm (4 3/4 x 8 1/4in).

£2,000 - 4,000

€2,400 - 4,800



95

95

English School, 19th Century

H.M.S. *St. Vincent* in Portsmouth harbour

oil on canvas

71.2 x 91.2cm (28 1/16 x 35 7/8in).

£3,000 - 5,000

€3,600 - 6,000

HMS *St. Vincent* was a 120-gun first rate ship of the line of the Royal Navy, laid down in 1810 at Plymouth Dockyard and launched on 11 March 1815. Despite this, she was not put into commission until 1829, when she became the flagship of William Carnegie, 7th Earl of Northesk, under Northesk's flag captain, Edward Hawker, at Plymouth Dockyard.

After paying-off in April 1830 she was recommissioned the following month and was made flagship at Portsmouth Dockyard. She spent further time in Portsmouth on harbour service in 1841, and again during a spell in ordinary from July to September 1854. During the intervening years she was first part of the Experimental Squadron, both under Rear Admiral Bowles (1844) and Rear Admiral Hyde Parker (1845), before becoming flagship, Channel Fleet (1847-49) under Rear Admiral Napier.

After the Crimean War, she was used to transport French troops to the Baltic and subsequently became a depot ship, again at Portsmouth.

From 1862, she was commissioned as a training ship, and moored permanently at Haslar from 1870, she continued as a training ship until 1905.

In contemporary depictions, ships of the Experimental Squadron are depicted flying Blue ensigns, thus making it likely that the present lot was painted sometime between 1844 and 1864.



96



97

96
John Lynn (British, fl. 1828-1838)
 Shipping off Newhaven, Sussex
 signed and dated 'J Lynn 1820' (lower left)
 oil on canvas
 31 x 40.7cm (12 3/16 x 16in).
 £2,500 - 3,500
 €3,000 - 4,200

PROVENANCE:
 with The Parker Gallery, London
 Private collection, UK

97
William Callcott Knell (British, 1830-1876)
 Hauling the nets
 indistinctly signed (lower left)
 oil on canvas
 60 x 91.7cm (23 5/8 x 36 1/8in).
 £1,500 - 2,000
 €1,800 - 2,400

PROVENANCE:
 with The Rowley Gallery Ltd, London
 Private collection, UK

98*

Thomas Luny (British, 1759-1837)

The French '74 *Hercule* surrendering to H.M.S.

Mars off Brest, 21st. April 1798

signed and dated 'Luny 1827' (lower left),

inscribed on old label (verso)

oil on canvas

61 x 86.3cm (24 x 34in).

£12,000 - 18,000

€14,000 - 22,000

The 74-gun third rate *Mars* was built at Deptford and launched on 25th October 1794. Initially assigned to the formidable Channel Fleet upon completion, she was still serving in Home Waters when, on 12th April 1798, she sailed from St. Helens, Isle of Wight, as part of Admiral Lord Bridport's squadron bound for Brest. On 21st April, whilst cruising in company with H.M.S. *Ramillies* and two frigates, *Mars* sighted two French vessels closely followed by a third enemy warship to which they all gave chase. The biggest quarry proved to be the 74-gun *Hercule* and, after three hours, *Mars* brought her to action in what was to prove a classic engagement between two perfectly matched adversaries. With *Ramillies* trailing behind due to a lost foretopmast and the frigate *Jason* too far off to participate, the two opposing 74s soon became entangled thanks to fouled anchor cables and opened fire at 10.30pm.

After a merciless pounding lasting two hours, *Hercule* could withstand it no longer and struck her colours shortly after midnight. Damage to both vessels was extensive, with each ship's starboard side burnt cinder black; losses were high on both sides, and included the commander of the *Mars*, Captain Alexander Hood. A cousin of Lord Bridport as well as of Lord Hood, Captain Hood was mortally wounded about twenty minutes into the action and died just as *Hercule* surrendered. The battered *Hercule* was coaxed back into Plymouth, repaired at a cost of £12,500, such was the damage inflicted on her by her opponent's thunderous broadsides, and eventually commissioned into the Royal Navy under her own name.

*Please note that the frame is applied with a plaque inscribed 'TRAFALGAR' however this does not pertain to the subject of the painting.







99



100

- | | |
|--|--|
| <p>99
 Henry Mayle, Sr. Whichelo (British, 1800-1884)
 A shipwreck in stormy seas
 signed and dated 'H.M Whichelo 1833' (lower left)
 oil on canvas
 76 x 106.5cm (29 15/16 x 41 15/16in).
 £800 - 1,200
 €960 - 1,400</p> | <p>100
 William Callcott Knell (British, 1830-1876)
 Retrieving wreckage
 signed and dated 'W. C. Knell 1878' (lower left)
 oil on canvas
 46 x 82cm (18 1/8 x 32 5/16in).
 £800 - 1,200
 €960 - 1,400</p> |
|--|--|

By family repute, the present lot depicts the wreck of the HMS *Woolwich*, a 44-gun fifth rate launched in 1785. She was used as a storeship by 1794, and was wrecked on 11 September 1813 off Barbuda, an island in the Eastern Caribbean.

Because *Woolwich* served in the navy's Egyptian campaign (8 March - 2 September 1801), her officers and crew qualified for the clasp "Egypt" to the Naval General Service Medal, which the Admiralty issued in 1847 to all surviving claimants.

It is believed that Whichelo, aged 13, was on board the *Woolwich* when she was wrecked along with his elder brother, Richard M Whichelo, who was the ship's purser.



101

101

Arthur Wellington Fowles (British, 1815-1883)

Latona, Florina, Enchantress, racing off Catherine's Point in the Ryde Regatta's Commodore's Cup Race of August 1881
signed, inscribed and dated, 'A.W Fowles Ryde 1881'
oil on canvas

61.5 x 106.7cm (24 3/16 x 42in).

£3,000 - 5,000

€3,600 - 6,000

In the years following *America's* legendary win at Cowes in 1851, a few optimistic American yachts crossed the Atlantic in the hope of emulating their namesake's triumph, although none was able to do so. One of these hopefuls was '*Enchantress*', a very large two-masted schooner built for a Mr. Lubat by the famous Captain 'Bob' Fish in New York, 1871. Registered at 341 tons gross British measurement (253 tons American), she was 130½ feet in length with a 24½ foot beam and made a name for herself at Cowes in 1874, when she came over to compete, albeit unsuccessfully, –for the Royal Yacht Squadron's Prince of Wales' Challenge Cup under the command of 'Bob' Fish himself. Subsequently sold to Lieutenant-General Owen Williams, himself a member of the R.Y.S., he kept her for ten years during which he entered her in numerous 'big class' events including the Ryde Regatta's Commodore's Cup Race around the Isle of Wight on 12th August 1881. Staged on the fourth day of the Royal Victoria Yacht Club's Regatta at Ryde, there were five entrants including two big yaws, '*Latona*' and '*Florinda*', alongside '*Enchantress*' and the race itself proved 'a close-run thing' for these three.

'*Latona*', at 165 tons, was designed by the great William Fife (Senr.) and built for Mr. A.B. Rowley by White's at Cowes in 1875. An all-wooden straight-stemmed yawl, she measured 95½ feet in length with a 20 foot beam and had already enjoyed a hugely successful career. Winning two Queen's Cups in 1880, she had also won the Nore to Dover races in 1880 and 1881, as well as the match around the Isle of Wight in 1880. Prior to that, she had won a record fourteen 1st and four 2nd prizes in a triumphant run of luck in 1879 and was thus at the top of her form when Cowes Week opened in 1881.

'*Florinda*' was another magnificent yawl and she was built for Mr. William Jessop by Camper & Nicholson at Gosport in 1873. Registered at 135 tons, she measured 88½ feet in length with a 19 foot beam and had begun her impressive career by winning six 1st and five 2nd prizes in her first season. In 1877, she secured nine prizes worth £553 and did even better in 1878, with ten 1st and two 2nd prizes worth £736 to her credit as well as winning the Nore to Dover race the same year. After a perfectly creditable season in 1879, she then won a splendid eight 1st and six 2nd prizes in 1880 and approached 1881, like '*Latona*', at the top of her form.

Of the six starters for the 1881 Commodore's Cup, the finishing times for the first three were as follows:-

'*Enchantress*' 4 hours, 21 minutes, 30 seconds

'*Latona*' 4 hours, 23 minutes, 52 seconds

'*Florinda*' 4 hours, 28 minutes, 2 seconds

Once adjusted for time allowances, the winner was declared to be '*Florinda*', by 55 seconds, from '*Latona*', with '*Enchantress*' taking the schooner prize.



102



103

102

William Thornley (British, 1857-1898)

The hay barge; 'Sunset Low Tide', a pair
both signed 'Thornley' (lower right) and indistinctly inscribed (to
stretcher verso)

oil on canvas

35.6 x 30.8cm (14 x 12 1/8in) and 35.6 x 30.4cm (14 x 11 15/16in)
respectively

(2)

£1,500 - 2,000

€1,800 - 2,400

103

Thomas Bush Hardy (British, 1842-1897)

Barges on choppy waters off Scheveningen

signed and inscribed, 'T.B Hardy XX Scheveningen' (lower left)

oil on board

30.5 x 25cm (12 x 9 13/16in).

£1,000 - 1,500

€1,200 - 1,800



104



105

104
Henry Moore, RA (British, 1831-1895)
The Traeth Maur, Moonlight and Twilight
 signed and dated 'H.Moore 1897-5' (lower right)
 oil on canvas
 42 x 65.5cm (16 9/16 x 25 13/16in).
 £2,000 - 3,000
 €2,400 - 3,600

105
Abraham Hulk sr. (London 1813-1897 Zevenaar)
'On The Scheldt'
 signed 'A Hulk' (lower left) and inscribed with title (to frame verso)
 oil on canvas
 15.5 x 23cm (6 1/8 x 9 1/16in).
 £1,500 - 2,000
 €1,800 - 2,400



106



107

106
Circle of Samuel Walters (British, 1811-1882)
Third-Rater off the Coast
 oil on canvas
 50.5 x 76cm (19 7/8 x 29 15/16in).
 £1,500 - 2,000
 €1,800 - 2,400

107
Jens Thielsen Locher (Danish, 1825-1869)
An English brig off Elsinore
 signed dated and inscribed, 'J T Locher Copenhagen 1861'
 oil on canvas
 52.5 x 79cm (20 11/16 x 31 1/8in).
 £800 - 1,200
 €960 - 1,400



108

108

Joseph Semple (Irish, 1830-1877)

T & J Harrison's auxiliary screw steamer *Alice* passing the Skerries, North Wales, homeward bound for Liverpool
signed, dated and inscribed 'J. Semple. 61 Corporation St Belfast' (lower right)

oil on canvas

58.8 x 99cm (23 1/8 x 39in).

£3,000 - 5,000

€3,600 - 6,000

LITERATURE:

Graeme Cubbin, *Harrison's of Liverpool*, World Ship Society

A.S. Davidson, *Marine Art & Ulster*, Jones-Sands Publishing

The Skerries reef with lighthouse is clearly visible under the tip of the steamer's bowsprit and just astern is the familiar outline of Holyhead Mountain and the South Stack.

Constructed of iron by Backhouse and Dixon of Middlesborough in 1865, *Alice* was purchased the following year for one of Liverpool's most prestigious shipping companies, T & J Harrison. At the main masthead is the company's familiar house flag, a red Maltese Cross, confirmed by the well known funnel colours (dubbed by the Liverpool locals "two of fat and one of lean"). This painting showing *Alice* with her original two masts is of some interest since extensive modifications, including an additional third mast, were carried out at Belfast in 1868.

This would explain why Belfast's resident marine artist, Joseph Semple, was favourably located to secure the commission based on the steamer's original appearance as recorded in 1867.

Following various changes of ownership, S.S. *Alice* eventually reverted to Middlesborough ownership in 1886. Sadly, after leaving Riga for London on 19 September 1887 she disappeared with her crew of eighteen.

We are grateful to Dr. Sam Davidson for his assistance in cataloguing this lot.



109



110

109

John Scott (British 1802-1885)

The Paddle tug *Reaper* and other local craft at the mouth of the Tyne

Signed and dated, 'J Scott 1844' (lower right)

oil on canvas

52.5 x 76cm (20 11/16 x 29 15/16in).

£3,000 - 5,000

€3,600 - 6,000

This early painting by John Scott provides an interesting study of a variety of local craft viewed from seaward with South Shields in the background towards the left margin. Its attraction lies in the variety of subjects, ranging from the humble rowing boat with its two passengers in the right foreground, to the inward bound paddle tug *Reaper* just beyond. Occupying the central foreground is a heavily laden spritsail rigged working boat under minimum sail, making for the quayside on the left. A similar boat under full sail is visible beyond her bow bowling along upstream, whilst centrally to the left of the steamer is an outward bound brig making good use of the favourable wind.

Scott went to sea at an early age and later became a pupil of John Wilson Carmichael. Eventually settling in South Shields where he was born, he lived there for the rest of his life. The combination of formal

tuition and Scott's ability to 'see with the eye of a seaman' accounts for his technical accuracy and grasp of maritime detail. Although his works mostly comprise deep sea sailing vessels, contemporary steamers, and a variety of local small craft, they also include landscape and topographical views. He was also capable of recording major events such as his imposing canvas of the opening of the Tyne Dock in 1859. Complementing his artistic talents, he was also a skilled model maker and won a gold medal for his model of an improved lifeboat in the London 1851 Great Exhibition.

We are grateful to Dr. Sam Davidson for his assistance in cataloguing this lot.

110

William Adolphus Knell (British, 1802-1875)

Hauling in the nets

signed and dated 'W A Knell 1860' (lower left)

oil on canvas

31.5 x 58cm (12 3/8 x 22 13/16in).

£1,500 - 2,000

€1,800 - 2,400



111

111

English School, 19th Century

Barque heading out off the Skerries, Swansea in choppy seas

oil on canvas

91.5 x 114.5cm (36 x 45 1/16in).

£5,000 - 7,000

€6,000 - 8,400

112

Samuel Walters (British, 1811-1882)

The Barque *Naparima* outward bound off Deal

signed 'S. Walters 1855' (lower left)

oil on canvas

72.5 x 110cm (28 9/16 x 43 5/16in).

£10,000 - 15,000

€12,000 - 18,000

LITERATURE:

A.S. Davidson, *Samuel Walters - Marine Artist, Fifty Years of Sea & Steam*, Coventry, 1992, p.161 (illustrated)

Built at Bristol in 1855 to the requirements of Lloyd's Special Survey, *Naparima* (347 registered tons), measured 121 x 22.5 x 16.2 feet. She remained in service with Scruttons until broken up in 1882. Here, she is depicted with a dark and threatening sky in anticipation of the south westerly wind increasing, *Naparima* has double reefed the topsails and now appears to be reefing the mainsail. Identity is confirmed by the name flag at the main masthead.







113

113

Edward William Cooke, RA (British, 1811-1880)

The seashore at Bonchurch, Isle of Wight

signed and dated 'E.W. Cooke 1861' (lower left)

oil on paper laid down to canvas

20.4 x 36cm (8 1/16 x 14 3/16in).

£8,000 - 12,000

€9,600 - 14,000

PROVENANCE :

Presented to Henry Bicknell as 'New little bathing bay and jetty with Dunnose Head'

Bought as 'The white cliffs with fishing craft', for £10 to Mr. Grogan, Boston, Mass., U.S.A.

Sale, 'The seashore at Bonchurch Isle of White', October, 1995, lot 457 to Quilter

Quilter Collection

with Agnews

with Spink Leger

EXHIBITED :

Spink Leger, 1996, 'Small Pictures', no. 22

LITERATURE :

John Munday, *E. W. Cooke, A Man of his Time*, Woodbridge, Suffolk, 1996, illustrated colour plate 43, page 90 (erroneously numbered as 56/18 it is, in fact number 56/17)

Although dated 1861, this work was most probably painted in 1856 when Cooke visited Bonchurch, as a widower, with his two small sons and two unmarried sisters. Cooke usually did not sign or date his work until exhibiting.

The artist visited the Isle of Wight on several occasions during his life, in particular the area around the health resort of Bonchurch. The seashore with its piers, boats, breakwaters and fisherman's gear became a great attraction to Cooke.



114

114
John Wilson Carmichael (British, 1799-1868)
 Sunderland
 bears signature and date 'J.W.Carmichael 1861' (lower right)
 oil on canvas
 36 x 63cm (14 3/16 x 24 13/16in).
 £5,000 - 7,000
 €6,000 - 8,400

PROVENANCE:
 with The Parker Gallery, London



115



116

115
Arthur John Trevor Briscoe (British, 1873-1943)
 A topsail schooner under reduced sail offshore
 signed 'A. Briscoe' (lower right)
 watercolour
 23 x 31.5cm (9 1/16 x 12 3/8in).
 £1,000 - 1,500
 €1,200 - 1,800

116
James Scott Maxwell (British, 1845-1922)
 'Nice Regatta 1883'; 'Nice Regatta 1883'; 'Villefranche 1884'; 'French
 Fleet Before Nice 1887'
 each signed 'J.S.M.' and dated (lower left) and inscribed as titled (lower
 centre)
 watercolour
 18.5 x 26.2cm (7 5/16 x 10 5/16in).
 Together with seventeen similar watercolours by the same hand, each
 signed and dated (lower left) and inscribed with title (lower centre),
 varying sizes, unframed
 (21)
 £800 - 1,200
 €960 - 1,400



117



118

117*

George Chambers, Snr. (British, 1803-1840)

A Frigate Under Full Sail

watercolour

23.5 x 35cm (9 1/4 x 13 3/4in).

£1,500 - 2,000

€1,800 - 2,400

PROVENANCE:

The Revd. E.P. Baker F.S.A

The Society of Antiquaries

EXHIBITED:

Fine Art Society, April 1966, No.39

118

Alma Claude Burlton Cull (British, 1880-1931)

'Port Said'

signed and dated 'A.B. Cull 1927' (lower left)

watercolour with some scratching out

25.5 x 47cm (10 1/16 x 18 1/2in).

£1,500 - 2,000

€1,800 - 2,400

The 19th century hub of commerce, Port Said, was established in 1859 during the building of the Suez canal and is home to the famous Lighthouse of Port Said, the first building in the world to be made from reinforced concrete.

Of the city, Rudyard Kipling said, "If you truly wish to find someone you have known and who travels, there are two points on the globe you have but to sit and wait, sooner or later your man will come there: the docks of London and Port Said".



119

119

Charles Murray Padday (British, 1868-1954)

In port; a pair of marine studies

both signed 'C.M Padday' the former (lower right), the latter (lower left)

oil on canvas

36 x 26cm (14 3/16 x 10 1/4in) and 36 x 25.5cm (14 3/16 x 10 1/16in) respectively

(2)

£800 - 1,200

€960 - 1,400

120

Henry Scott Tuke, RA, RWS (British, 1858-1929)

Harbour scene in Kingston, Jamaica

signed and dated 'H. S. Tuke. 1924' (lower left), inscribed 'Kingston. Jamaica' (lower right)

watercolour

21 x 13cm (8 1/4 x 5 1/8in).

£1,500 - 2,000

€1,800 - 2,400



120

Tuke kept a detailed diary of his voyage to the Caribbean which he made with the explorer Mitchell Hedges and Lady Richmond Brown amongst others, from November 1923 to April 1924. They visited Guatemala, British Honduras, Belize and Jamaica where this watercolour was painted by Tuke on 14 February 1924 (R1079). He wrote in his diary for that day "Did a small sketch of the wharf with drogha loading barrels." * Tuke sold the work for £15 to Mrs Cobb of Kiln Quay in Falmouth when he returned home.

*A drogha is a West Indian coasting vessel.

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



121

121

Attributed to George Gregory (British, 1849-1938)

A view of J Samuel White Shipbuilders, Cowes
oil on canvas

41.5 x 67.2cm (16 5/16 x 26 7/16in).

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE:

John Samuel White (1883-1915)

Thence by descent

J. Samuel White Shipbuilding Company was founded by John Samuel White (1838-1915). White came from a long tradition of shipbuilding in Kent and later East Cowes, where the family moved in 1802.

White's great-grandfather, Thomas White (1773-1859), initially began work on what would become the 'Thetis' Yard, opening officially in 1815. John White subsequently rebuilt the east bank site in 1825, which became the 'Falcon' Yard.

By the 1850s, White's dock employed some 500 craftsmen. However, by 1899, it had expanded rapidly becoming a world leader in the design and construction of small-medium sized naval and merchant ships. At this time, the company also built more RNLI lifeboats than any other shipbuilder.

The general decline of shipbuilding in Britain led to the launch of the last vessel for the Royal Navy in 1963 and the closure of the shipyard. In 1981 the company finally ceased trading.

The house in the background of the work is likely to be Osborne House, the summer home and rural retreat to Queen Victoria and Prince Albert. Built by Thomas Cubitt between 1845 and 1851, Osborne House was designed by the Prince and used right up until 1901, when the Queen died during a stay there. The house today is open to the public.

122

Charles Napier Hemy, RA RWS (British, 1841-1917)

'Hauling in the Nets'

signed and dated 'C. Napier Hemy 1886'
(lower right)

oil on canvas

81 x 122cm (31 7/8 x 48 1/16in).

£25,000 - 35,000

€30,000 - 42,000

This dramatic painting by Newcastle born artist Charles Napier Hemy is set in Falmouth harbour in Cornwall. Hemy had visited Falmouth on several occasions on painting trips before finally settling there in 1881, when he married his second wife Amy Freeman. He was to remain there for the rest of his life.

By 1886, Hemy had already established a reputation for his maritime work in London. This painting has many similarities to his Royal Academy exhibit of the following year – "The Smelt Net" also painted in 1886. This painting could be seen as forerunner to "The Smelt Net". Both paintings feature fishermen on their boats in the foreground and the training ship H.M.S *Ganges* in the background. This ship, which had been an 84 gunship of the line was converted in to a Navy training vessel for young boys. It was anchored in Falmouth harbour near Mylor from 1866 to 1899.

In this painting Pendennis castle, on a headland at one side to the entrance of Falmouth harbour, is shown in the distance. In the foreground the fishermen are depicted on the stern of their working sailing boat hauling in a dredge which was dragged along behind the boat to catch oysters.

Hemy was able to give the feeling of the viewer being 'at sea' alongside the fishermen as he used a converted seine boat as a floating studio which he christened the *Vanderveld*.

Frank Brangwyn wrote, "To me Hemy stands for the waters of England... His knowledge of the sea was superb. As a draughtsman of wave forms he stands alone."* This painting is a good example of Hemy's draughtsmanship of wave forms as he convincingly captures the swell in the sea left by the wake of the boat which stretches diagonally across the right side of the picture.

*From the foreword to Hemy's memorial exhibition 'A Life on the Sea' held at the Fine Art Society, 1918.

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







123



124

123

Charles Pears (British, 1873-1958)

'The *Lawhill* off Falmouth'

signed 'Chas Pears' (lower right)

oil on canvas

79 x 112.5cm (31 1/8 x 44 5/16in).

£3,000 - 5,000

€3,600 - 6,000

Lawhill was built at the Caledon Shipbuilding & Engineering Company yard of W. B. Thompson in Dundee, Scotland, and launched on 24 August 1892. Although her career was not especially remarkable, save perhaps for being consistently profitable as a cargo carrier, in the 1930s Richard Cookson went on board and extensively documented her internals and construction, which was later published in the 'Anatomy of the Ship' series.

Charles Pears was a keen sailor and painter. During the First World War he served with the Royal Marines as well as being an official war artist. He published several books on small boat cruising and examples of his work are housed in both the Imperial War Museum and National Maritime Museum collections.

124

Tommaso de Simone (Italian, 19th/20th century)

A Schooner of the Royal Yacht Squadron

signed and dated 'De Simone 1863' (lower right)

oil on canvas

43.3 x 63.3cm (17 1/16 x 24 15/16in).

£3,000 - 5,000

€3,600 - 6,000



125



126

125

Alexander Kay Branden (British, active c. 1865-1905)

Pepita y Vicenta; A schooner in full sale, a pair both signed 'A.K Branden' (lower left), the former inscribed with title (lower centre)

oil on canvas

39 x 51cm (15 3/8 x 20 1/16in) and 38.5 x 51.5cm (15 3/16 x 20 1/4in) respectively

(2)

£2,000 - 2,500

€2,400 - 3,000

126

Tommaso de Simone (Italian, 19th/20th century)

Four views of The Steam Yacht *Yarta*

signed and indistinctly dated 'T de Simone 90?' (lower right) and inscribed to three 'Yarta' (lower left)

watercolour heightened with white

three, 30 x 48cm (11 13/16 x 18 7/8in), the other, 28 x 48cm (11 x 18 7/8in).

(4)

£1,500 - 2,000

€1,800 - 2,400

The steam yacht *Yarta* was designed by A.H. Brown and built by Steward & Latham on the Thames at Millwall in 1889. Owned by Captain Arthur Wiggins, she was registered at 165 tons gross (106 net & 242 Thames) and measured 134 feet in length with a 20 foot beam. A smart little craft engined by Plenty & Son of Newbury, her name was subsequently changed to *Hiarta* despite still being owned by Captain Wiggins, a most unusual occurrence normally associated with a change of ownership.

127

Charles Edward Dixon (British, 1872-1934)

Waterwitch out in front as she races past the guardship at Cowes
signed and dated 'Edward Dixon 1912' (lower left)

watercolour and bodycolour

47 x 35.3cm (18 1/2 x 13 7/8in).

£3,000 - 5,000

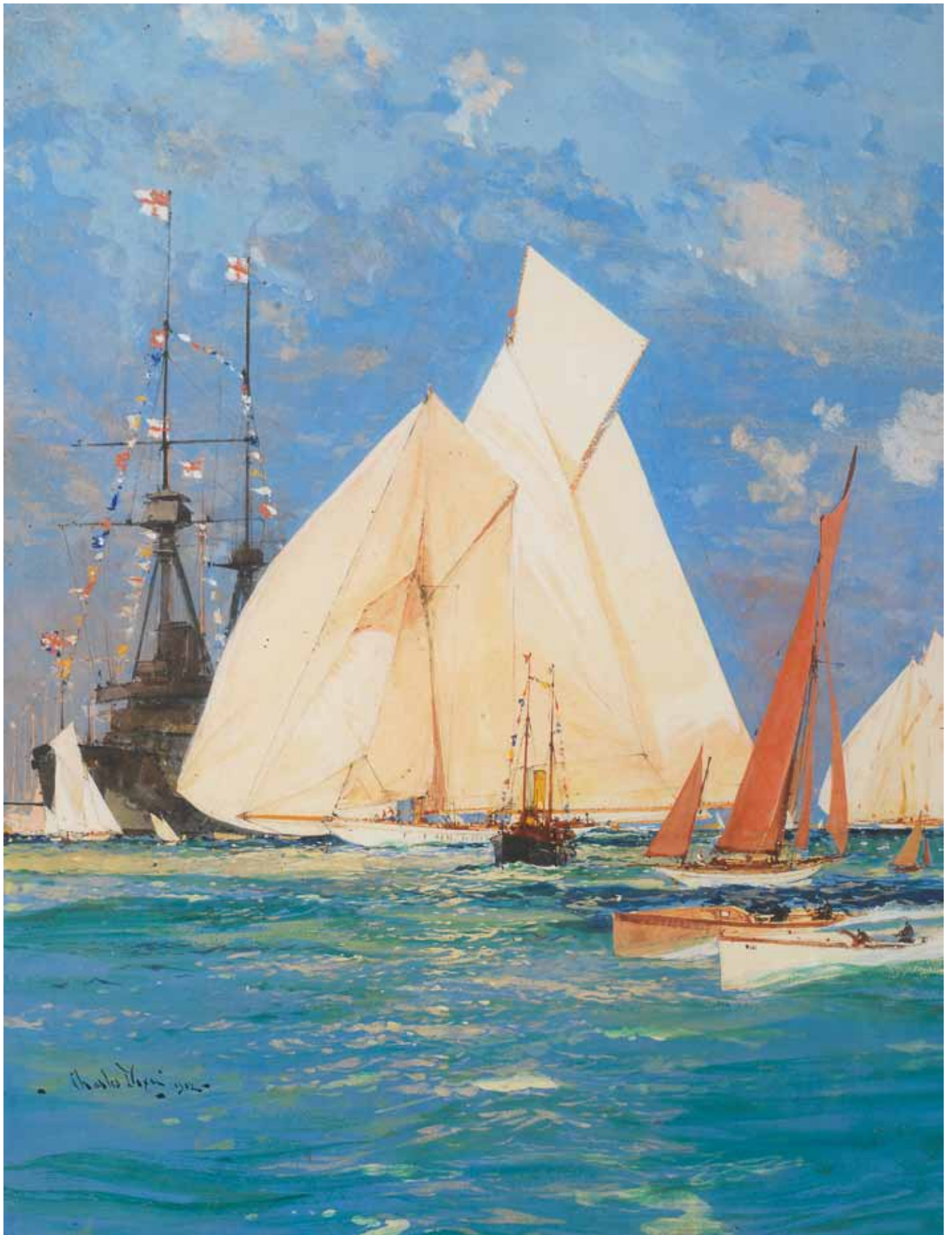
€3,600 - 6,000

In that golden era just before the outbreak of the Great War, three of the most notable schooners to wear the Royal Yacht Squadron's colours were all owned, in quick succession, by the same man, Major Cecil Whitaker. The middle 'sister' of this remarkable trio was *Waterwitch*, a magnificent big schooner built by the Ailsa Shipbuilding Company at Troon and registered at 352 tons gross. Whitaker, in fact, contributed greatly to the revival of the racing schooner's popularity which had, to an extent at least, waned somewhat during the latter part of the 19th century.

His first creation, *Cicely*, 263 tons gross, proved highly successful when she was delivered in 1908 but, in the spring of 1911, Whitaker placed the order for *Waterwitch* to replace her. Completed in time for Cowes Regatta that same year, her maiden outing proved a glamorous affair, not least thanks to the colourful pageantry generated by the new King's coronation only weeks before. George V, an enthusiastic yachtsman, brought a fresh impetus to the sport and *Waterwitch*, brand new and with her varnish barely dry, attracted wide admiration from the discerning crowds which flocked to the spectacle. Although dated 1912, it seems quite likely that this work depicts *Waterwitch* ahead of Sir Maurice FitzGerald's *Julnar* in the King's Cup Race the previous year; in the event, *Julnar* overtook *Waterwitch* in a "light reaching wind" and just took the prize much to Whitaker's great disappointment, but it was nevertheless a heady moment in her short life.

Sadly, *Waterwitch* never really came up to Whitaker's high expectations, with the result that, at the end of the 1912 Season, he ordered her replacement with the last of his three celebrated schooners *Marguerite*. She was, in fact, to prove the best of the trio and enjoyed a hugely successful career under first Whitaker and then her subsequent owners.

Major George Cecil Whitaker (1880-1959) served in the Coldstream Guards from 1902 until 1906, rejoined them in France in 1916 and transferred into the Guards' Machine Gun Regiment in 1917. A prominent yachting personality, Whitaker was a member of the Royal Yacht Squadron and all three of his great schooners are recorded in the Club's lists of members. He made his fortune importing Marsala (wine) from Sicily.





128

Eduardo Federico de Martino (Italian, 1838-1912)

The single-funnelled torpedo cruiser H.M.S. *Cossack* and the three-funnelled cruiser H.M.S. *Highflyer* of the royal flotilla lying in Port Louis, Mauritius

inscribed with title 'Studio Port Luis, Mauricius' (sic) (lower right)

oil on paper laid to board

27.2 x 80.8cm (10 11/16 x 31 13/16in).

unframed

£3,000 - 5,000

€3,600 - 6,000

This very rare view of Mauritius depicts the single-funnelled torpedo cruiser H.M.S. *Cossack* and the three-funnelled cruiser H.M.S. *Highflyer* of the royal flotilla lying in Port Louis, Mauritius, when the Duke and Duchess of Cornwall (later King George V and Queen Mary) called there on 5th August 1901 in order to unveil a new statue of Queen Victoria. They had sailed from Australia where they had opened parliament and were on passage home to England.

It appears that de Martino, who was travelling with the royal couple as official artist, painted this view from H.M.S. *Ophir* as she arrived at Port Louis, 'en plein air', giving the work a charming immediacy. The present lot is currently the only painting of the visit to Mauritius to have come to light.

H.M.S. *Ophir* departed with the Duke and Duchess of Cornwall on the 8th August. De Martino also recorded the Australian leg of the tour, painting 'The chartered Royal Yacht *Ophir* disembarking Their Royal Highnesses The Duke and Duchess of Cornwall in Sydney Harbour on 6th May 1901', Bonhams, 25 March 2009, lot 162, sold for £12,000.

A book titled 'The web of empire: a diary of the imperial tour of their Royal Highnesses the Duke & Duchess of Cornwall and York in 1901', with illustrations by de Martino, was published in 1902.

This was the first ever overseas royal tour.





129



130

129
William Lionel Wyllie (British, 1851-1931)
 Thames Barges Racing On The River Medway
 bears signature 'W L Wyllie' (lower left) and inscribed on original label
 (verso)
 oil on canvas
 33 x 67cm (13 x 26 3/8in).
 £2,000 - 3,000
 €2,400 - 3,600

PROVENANCE:
 with Royal Exchange Gallery, London
 Private collection, UK

130
John MacVicar Anderson (British, 1835-1915)
 'Westminster'
 signed 'John Anderson' (lower left)
 oil on canvas
 27.8 x 58.5cm (10 15/16 x 23 1/16in).
 £3,000 - 5,000
 €3,600 - 6,000

PROVENANCE:
 with The Parker Gallery, London



131

131*

William Lionel Wyllie (British, 1851-1931)

The Thames at Woolwich Reach

signed 'W L Wyllie' (lower left)

oil on canvas

31 x 81.8cm (12 3/16 x 32 3/16in).

£6,000 - 8,000

€7,200 - 9,600

132^{AR}

Montague Dawson (British, 1890-1973)

The glittering *Spindrift* running before the wind
signed 'Montague Dawson' (lower left)

oil on canvas

91.5 x 61 cm (36 x 24 in).

£25,000 - 35,000

€30,000 - 42,000

Had it not been for her untimely end when barely two years old, it is highly probable that *Spindrift* would have joined the likes of *Ariel*, *Cutty Sark* and *Thermopylae* in the Pantheon of truly great clippers when their histories came to be written.

Designed and built by Charles Connell of Glasgow for James Findlay of Greenock, she was undoubtedly her builder's finest tea clipper. A composite vessel of 899 tons net, she measured 219½ feet in length with a 35½ foot beam and appears, by a small margin, to have been the longest wooden clipper in the trade. With a very large sail plan, including a huge mainyard of 84 feet, she was extremely fast on a reach, where she was *Ariel's* equal, and was probably even faster than her biggest rival in strong winds. Launched on 18th July 1867, she cleared London for her maiden voyage on 13th September, under Captain Middleton, and made Shanghai, where she docked on New Year's Day 1868, in 108 days. On the run home *Ariel*, *Sir Lancelot* and *Taeping* all left Foochow a day ahead of her but even though *Ariel* was first to dock by eleven hours, *Spindrift* was adjudged the winner of that year's race as she had sailed twenty-five hours later. That homeward passage of 97 days proved the fastest of the season and it seemed that *Spindrift* had a glittering career ahead of her. The next year (1869), she left Foochow on 5th July but Captain Innes came home via the so-called 'Eastern Route' and the passage took him 105 days, still fast but nowhere near the year's best. Docking in London on 18th October, she was turned around and ready to sail again in a month; on 20th November she put to sea bound for Shanghai with a cargo worth £200,000 but was wrecked off Dungeness the following night. At the official enquiry it was stated that her leadsman was inexperienced and the pilot mistook a star for the Dungeness Light despite the clearness of the night. Whoever was to blame however, a potential legend had been lost due to negligence and the fact that she was not insured caused James Findlay, her owner, to lose his mind and hastened his premature death.

Dawson painted one other true 'portrait' of *Spindrift* (see Ron Ranson's *The Maritime Paintings of Montague Dawson*, 1993, p.45), together with several other composite scenes at Foochow which incorporate her (for one of which see L.G.G. Ramsey's *Montague Dawson*, 2nd edition, 1970, no. 246, plate 46).

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





133



134

133^{AR}

Montague Dawson (British, 1890-1973)

'Squally weather - Racing cruisers, Christchurch Bay'
signed 'Montague Dawson' (lower left)

oil on canvasboard

24 x 34cm (9 1/2 x 13 1/2in).

£5,000 - 7,000

€6,000 - 8,400

PROVENANCE:

Sale, Sotheby's London, 22 May 1991, lot 250

134

William Edward Norton (American, 1843-1916)

In full sail

signed 'W.E.N' (lower left)

oil on panel

21.3 x 15.8cm (8 3/8 x 6 1/4in).

£1,000 - 1,500

€1,200 - 1,800



135

135*

Terrick John Williams, RA (British, 1860-1936)

Clouds at Sundown

signed 'Terrick Williams' (lower left), signed and inscribed with title and artist's address (verso)

oil on canvas

61 x 91.5cm (24 x 36in).

£5,000 - 7,000

€6,000 - 8,400

PROVENANCE:

with the Cooling Galleries, Ltd.

Private collection, Canada



136

136

Alma Claude Burlton Cull (British, 1880-1931)

HMS Queen Elizabeth in the Mediterranean
signed and indistinctly dated 'A.B Cull 191?' (lower left)
watercolour

28.5 x 45.5cm (11 1/4 x 17 15/16in).

£1,500 - 2,000

€1,800 - 2,400

PROVENANCE:

with Brook Street Gallery, London

Edward Richard Assheton Penn Curzon, 6th Earl Howe (1908-1984)

Gifted by Countess Howe to Mr and Mrs St. Hill Davies, circa 1984

Thence by descent to the present owner

Francis Richard Henry Penn Curzon, 5th Earl Howe (1884-1964) joined the Royal Navy Volunteer Reserve upon completion of his studies at Christ Church, Oxford. During this time he gained the rank of Commodore and was decorated with the award of the Royal Officer's Decoration. During the First World War he gained the rank of Assistant Gunnery Officer and in 1914, joined the service of the Royal Navy on board the *HMS Queen Elizabeth*, believed to be depicted in the present lot.

Edward Richard Assheton Penn Curzon, 6th Earl Howe (1908-1984) followed in his father's footsteps serving as Lieutenant-Commander in the Royal Navy Volunteer Reserve during the Second World War. A keen collector of Cull's battleship watercolours, much of the Earl's collection was sold upon his death. The handling of the late Earl's collection was largely carried out by his butler at the time, Mr. St. Hill Davies, who was granted permission to keep a memento in thanks for the service provided both by himself and his wife, a cook at the house, to the late Earl and Countess Howe.



137

137
John Patrick Downie (Scottish, 1871-1945)

Silvery Sunshine Off Greenock
signed 'Partick Downie' (lower right)
oil on canvas

63.5 x 77cm (25 x 30 5/16in).

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE:

with Royal Exchange Gallery, London

Private collection, UK

Jack Spurling (British, 1871-1933)

The square-rigged Australian windjammer and, later, celebrated sail training ship *Illawara* lying on her mooring at sunset signed and dated, 'J Spurling 1925' (lower left) watercolour heightened with white

43 x 58cm (16 15/16 x 22 13/16in).

£6,000 - 8,000

€7,200 - 9,600

LITERATURE:

Basil Lubbock, *The Colonial Clippers*, Brown, Son & Ferguson Ltd., Glasgow, 1921.

Harold A. Underhill, *Sail Training & Cadet Ships*, Glasgow, 1956.

Capt. A.G. Course, *Painted Ports, The story of the ships of Messrs. Devitt & Moore*, London, 1961.

Frederick Arthur Hook (editor), in collaboration with Basil Lubbock and John Spurling, *Sail, The Romance of the Clipper Ships*, 3 volumes, London, 1927, 1929 & 1936, and subsequent reprints.

In his text to *Sail, The Romance of the Clipper Ships*, Basil Lubbock wrote of her:

"The *Illawara* was constructed as a first-class iron cargo carrier rather than a fine-lined wool clipper or a handsomely-fitted passenger ship" "easily capable of a 300-mile run [in a day] in the 'roaring forties', but slower" "in light and moderate winds," whilst her 83-day dash home from Sydney, via Cape Horn, in 1893-94 was eulogised as "an exceedingly good piece of work for an iron ship."

An "exceedingly good piece of work" she certainly was and this atmospheric portrait of her by 'Jack' Spurling was the very one selected to accompany Lubbock's magisterial narrative (see volume II, section V, pp. 139-41, incl. plate). Indeed, it was the publication of *Sail, The Romance of the Clipper Ships* which first laid Spurling's work before a wider audience and, in effect, secured his reputation as a maritime painter of substance.

Born in Suffolk on 12th December 1870, John Robert Charles Spurling – invariably known as 'Jack' – was the son of a prosperous importer who dealt mainly in jute, the trade which gave the aspiring artist his first contact with ships and the sea. During his youth spent in London, he occupied much of his time by sketching ships – usually in the East India Docks at Blackwall – until, at the age of sixteen, he went to sea as an apprentice where he served for seven years. After coming ashore, he first obtained work as an actor in George Edwards' musical productions, whilst continuing with his painting as a hobby, until his ship portraits came to the attention of Frederick Hook, the editor of the popular nautical magazine *The Blue Peter*. The publication of an initial selection of Jack's paintings proved an immediate success and Hook thereafter commissioned Spurling to produce many more works for the magazine which were published over a number of years.

A regular contributor to the same magazine was Basil Lubbock, one of Britain's leading maritime authors at the time, who, between the two World Wars, wrote a series of superlative books on the various aspects of commercial sail which are still regarded as the definitive record of a way of life that has now totally disappeared. In the mid-1920s, Lubbock and Spurling were approached by Frederick Hook to collaborate with him on a particularly interesting project which would come to be seen as one of the great milestones in the efforts to chronicle the history of commercial sailing ships. In his editor's preface, Hook wrote:

"This book does not claim to be a history of the clipper ships, although Mr. Lubbock's illuminating text sets out the salient points of the history and performances of typical vessels of the clipper ship era. One chief purpose has been adequately and handily to present a selection from amongst Mr. Spurling's pictures, painted for *The Blue Peter*, reproducing, by a special process, their original qualities of form, movement and colour."

This modesty however, belied the quality of the production, both text and illustrations, and the first volume of the book was so well-received that, in due course, two more followed to form the now familiar set, beautified throughout with Spurling's accomplished paintings.

As to the ship herself, *Illawara* – named for the coastal region of New South Wales, south of Sydney – was built by Dobie & Co. at Glasgow and launched in October 1881. Registered at 1,963 tons gross (1,887 net) and measuring 269 feet in length with a 40 foot beam, she had some passenger accommodation but was primarily designed for cargo. Ordered for the already substantial fleet of Messrs. Devitt & Moore, one of the most prominent shipping companies operating the Australian trade, she was fitted out 'with no expense spared' and entered service with the distinctive green hull and 'painted ports' which characterised all her owners' ships. With Captain David Corvasso in command, *Illawara* cleared Liverpool on 12th January 1882 and arrived in Sydney on 29th April after a good – though not exceptional – passage of 107 days. With the American (west coast) grain trade with Europe booming at the time, Corvasso loaded coal for San Francisco where he arrived after a splendid run across the Pacific in only 51 days. After a quick turn-around, *Illawara* then sailed from the 'Golden Gate' on 31st October (1882) loaded with a brimming cargo of wheat and barley bound for Grimsby where she docked on 17th March the next year. A second voyage tracing a similar triangular course followed, after which she began regular runs out to Sydney carrying general cargo and returning directly home with wool, usually over 7,000 bales. She completed fifteen such round trips between 1884 and 1899 until, following the sale of their *Hesperus*, Devitt & Moore decided to replace her with *Illawara* as one of the company's two sail training ships.

After the untimely death of Captain Barrett on *Illawara*'s first voyage with a cadet crew, Captain Maitland took over and remained in command for seven successful years until, in July 1907, Devitt & Moore sold the "fine old ship" to Norwegian owners who put her into the timber trade where she thrived for five more years. On 12th February 1912, she left Leith bound for Valparaiso but was so damaged in a storm in the Irish Sea that she was abandoned in a sinking condition off the Old Head of Kinsale on 7th March. Her crew was saved by the passing steamer *Bangore Head* but *Illawara* herself foundered soon afterwards.

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





139

139

Theodor Alexander Weber (German, 1838-1907)

A fishing boat leaving Ostend port

signed 'Th. Weber' (lower right)

oil on canvas

33.5 x 55.5cm (13 3/16 x 21 7/8in).

£2,000 - 3,000

€2,400 - 3,600

PROVENANCE:

James Walker Oxley (1834-1928) of Spenfield, Leeds

Thence by descent



140



141

140
John Fraser (British, 1858-1927)
 Full sail
 signed 'J Fraser' (lower left)
 oil on canvas
 56 x 81.5cm (22 1/16 x 32 1/16in).
 £800 - 1,200
 €960 - 1,400

141
John Fraser (British, 1858-1927)
 Returning home
 signed and dated 'J. Fraser 1914' (lower left), indistinctly inscribed
 (to stretcher verso)
 oil on canvas
 30.5 x 50.5cm (12 x 19 7/8in).
 £600 - 800
 €720 - 960



142



143

142
Arthur Joseph Meadows (British, 1843-1907)
 Lugger Off Trèport Harbour
 signed and dated 'Arthur J Meadows 1880' (lower left)
 oil on canvas
 35.5 x 61cm (14 x 24in).
 £1,500 - 2,000
 €1,800 - 2,400

PROVENANCE:
 with Royal Exchange Gallery, London
 Private collection, UK

143
John Russell Chancellor (British, 1925-1984)
 A square rig ship at sea
 signed 'John Chancellor' (lower right)
 watercolour
 30.4 x 53cm (11 15/16 x 20 7/8in).
 £1,500 - 2,000
 €1,800 - 2,400



144

144

Derek George Montague Gardner (British, 1914-2007)

'The Battle of Camperdown'

signed 'Derek G.M Gardner' (lower left)

watercolour

36.5 x 53.1cm (14 3/8 x 20 7/8in).

£6,000 - 8,000

€7,200 - 9,600

PROVENANCE:

Purchased directly from the artist, circa 1970

The Battle of Camperdown, (October 11th 1797), fought between the English fleet under Admiral Adam Duncan and the Dutch under Admiral Jan de Winter, took place off the Dutch coastal village of Camperduin, and is regarded as the most significant English naval victory of the French Revolutionary War.

The English fleet had kept the Dutch bottled up in the Texel, but when Duncan was ordered to return to Yarmouth to re-supply, De Winter took the opportunity to break out and carry out a series of sorties in the North Sea and cruises to the East Anglian coast. Duncan had kept a number of scouts at sea however, and De Winter's movements were monitored so that as soon as practicable he left port and sailed towards Holland to intercept the Dutch fleet.

At 0830 the fleet were sighted 9 miles off the Dutch coast and Duncan signalled "prepare for battle" forming his battle lines. De Winter responded by setting his fleet in line, with the English approaching at right angles with the weather gauge. Worried that the Dutch might gain the shelter of the shore Duncan pressed on and his fleet broke into two groups, his Van led by HMS *Monarch* attacking the Dutch Rear, whilst the windward division attacked the Dutch Van and the Flagship *Vriheid*.

Overwhelmed by superior numbers and gunfire, the Dutch rear was shattered and had surrendered by 1345, the *Monnikerdam* being taken by the frigate HMS *Beaulieu*.

More evenly matched, Duncan had a harder fight and was suffering badly at the front until the victorious ships from the Rear conflict joined the melee and eventually only the flagship was still engaged, De Winter doggedly fighting on, even though all three masts were shot away. Soon after 1500 Captain William Bligh closed on the *Vriheid* and asked De Winter to surrender. De Winter responded by trying to raise a signal, and then set about trying to repair a barge so he could transfer to another ship. Bligh responded by sending across a boarding party and De Winter was taken prisoner of war, the moment in the action which might be represented in the present lot.

The Battle secured the superiority of the English fleet with eleven enemy ships taken and the Dutch took no significant part in further hostilities during the War.



145



146

145

Mark Richard Myers (American, born 1945)

The Wreck of the *Annie* on the South Tail
signed and dated 'Mark Meyers 1976' (lower right)
watercolour

26 x 34.8cm (10 1/4 x 13 11/16in).

£500 - 700

€600 - 840

The 58-ton Bideford ketch *Annie* was built by William Westacott at Barnstaple in 1872. On 8 November 1921, it went out of control coming over the Bar. The wreck was not sighted until dawn when the lifeboat crew at Appledore was despatched. It took rescuers an hour to battle out against the wind and reach the *Annie* and on coming up to her they found only the mate and seaman hanging exhausted in the weather rigging.

146

Mark Richard Myers (American, born 1945)

A 19th century Royal Navy schooner hove to in the Indian Ocean
signed and dated 'Mark Myers 1980' (lower left)
watercolour

26.2 x 35.5cm (10 5/16 x 14in).

£1,000 - 1,500

€1,200 - 1,800



147



148

147

Mark Richard Myers (American, born 1945)
Sail ship in full sale off the coast
signed and dated 'Mark Meyers 1977' (lower right)
watercolour
26 x 35.5cm (10 1/4 x 14in).
£500 - 700
€600 - 840

148

Mark Richard Myers (American, born 1945)
A sailing ship in heavy seas
signed 'Mark Myers' (lower right)
watercolour
25.5 x 34.5cm (10 1/16 x 13 9/16in).
£600 - 800
€720 - 960

149★ AR W

John Steven Dews (British, born 1949)

“‘A Gusty Nor’ Wester” - *Valkyrie III* Racing *Britannia* and *Ailsa* for the *Muir Memorial Challenge Cup* on the Clyde - July 3rd 1895’ signed ‘J. Steven Dews’ (lower left) and inscribed with title (to stretcher verso)

oil on canvas

100 x 167cm (39 3/8 x 65 3/4in).

£30,000 - 50,000

€36,000 - 60,000

PROVENANCE:

Private collection, UK, acquired directly from the artist

The New York Times describes the vessel in an article, 1895, entitled ‘A Marvel In Light Airs’. The article covered *Valkyrie’s* victory against the cutters *Britannia* and *Ailsa* on the fifty-mile course of the Royal Yacht Club at Hunter’s Quay, Scotland, July 6th. It reads: “The *Valkyrie* carried her mighty spread of canvas well, and pointed somewhat higher than her competitors. She turned on her heel like a ballet dancer, quicker in stays than either the *Britannia* or *Ailsa*, which are swift in going about.”

The frame of the present lot has a one dollar Australian coin mounted on the rear, echoing the ancient Roman tradition of placing a coin under the mast of a ship towards the end of construction; for good luck.

Born in Beverley, North Humberside in 1949, Steven Dews has risen from a boy who failed his art ‘A’ level and who was told that fame usually comes only after an artist has died, to become Britain’s most sought-after living marine artist. His reputation is internationally recognised and his commissions will keep him busy for years to come.

Dews first began drawing boats aged about 5 when he and his two brothers would visit their grandfather, who was then Assistant Dockmaster at the Hull Docks. The boys were brought up on a tradition of the sea, the family being able to trace their nautical connections back to the seventeenth century.

When they grew up, his two brothers both followed seafaring careers but Dews, who had been turned down by various naval institutions, settled for Hull Regional College of Art where he graduated in Technical Graphics and Illustration. He moved back to his parents and borrowed a friend’s derelict farmhouse on the northern banks of the Humber. Here, where the light, the skies and the atmosphere were perfect, he spent hours painting in a makeshift studio.

By studying photographs, reference books, model ships and architectural drawings, especially noting the sea and sky in their various moods, Dews produced hundreds of pencil sketches graduating to accurate drawings incorporating measurements.

In 1976, his first exhibition was mounted. Virtually the whole body of work was sold on the first night and seventeen commissions were received. The following year he had an exhibition in San Francisco which sold out to large critical acclaim and heralded a secure future for Dews as an artist. As a consequence of the number of commissions gained from this exhibition, much of the artist’s work from this period was to cross the Atlantic.

In the autumn of 1979, Dews accepted a commission from Amoco to execute twelve pictures for their 1980 calendar to reflect the development of the ocean-going vessel from Drake’s Golden Hind to the present day.

His pictures also formed a major one-man touring fund-raising exhibition opened by H.R.H. The Prince of Wales in support of the excavation of the site of the Mary Rose, Henry VIII’s warship. The exhibition was scheduled for twenty-four destinations around the UK including The National Maritime Museum, London, and closed at Amoco’s headquarters in Chicago.

Further prestigious commissions followed, including ‘The Norland Under Attack During the Falkland’s Campaign’, for North Sea Ferries and ‘The Wrecking of The Star of Poland off the Coast of China’ for the San Francisco Maritime Museum. In 1985, he was commissioned by the syndicate backing Britain’s entry for the America’s Cup in Perth, Australia, to execute two paintings to raise money for the challenge. In 1988, the Maritime Services Board of Australia commissioned him to paint ‘The First Fleet’s arrival in Botany Bay’ and the ‘Bicentennial Celebrations on Sydney Harbour’ which involved two trips to Australia. BP Marine and The Woolwich Building Society commissioned works for their calendars, both to be made up solely from Dews’ marine subjects. Between commissions there was an exhibition in Dubai and, back at home, an example of Dews’ work was included in a major exhibition of marine art at the Ferens Art Gallery, Hull.

In 1995, he was asked to produce a painting to commemorate the 150th Anniversary of the formation of the New York Yacht Club and in 1996, he held a sell-out exhibition of paintings in Bermuda.

As Dews’ reputation blossomed, so did his lifelong affair with the sea. He was able to buy his first yacht and, when not painting the ocean, was out sailing on it. In his studio he concentrated on the meticulous detail essential for the accuracy and realism of his painting. Always demanding perfection from his work and never satisfied with what he produced, he developed techniques to help him. He would look at an unfinished work in a mirror to see the image afresh in reverse. “The trouble is”, he comments wryly, “that the reverse image itself can become too familiar and the striving for this perfection can become obsessive”. He cannot live with his own original paintings on the wall as he says the temptation to add to them is too great. “The day I produce a painting I think can’t be improved, I will hang up my brushes”, he says.

He lives and loves the subject he paints, with much of his spare time spent sailing. “How is it possible to express the air and sea and sky without having experienced the elements, knowing how a ship works, pulled the ropes?” he asks. “There is no escape from reality on a boat”, Dews says, “the sea is a great equalizer of all men”.





150



151

150
Derek George Montague Gardner (British, 1914-2007)
 'Golden Fleece'
 signed 'Derek G.M Gardner' (lower right)
 oil on canvas
 61 x 91cm (24 x 35 13/16in).
 £5,000 - 8,000
 €6,000 - 9,600

151
Timothy Franklin Ross Thompson (British, born 1951)
 HMY *Prince Regent* on the straits of Hormuz
 signed 'T F Thompson' (lower right)
 oil on canvas
 56 x 75.5cm (22 1/16 x 29 3/4in).
 £3,000 - 5,000
 €3,600 - 6,000

PROVENANCE:
 Gifted in 1986 by the artist to the present owner

HMY *Prince Regent* was given as a gift by William IV (21 August 1765 – 20 June 1837) to Said bin Sultan Al-Said, (5 June 1790 – 19 October 1856) Sultan of Oman and Muscat, in 1837, to reciprocate the 74 gun *Liverpool* (later named *Imaum* on its arrival to England), which was sent to the King the previous year from the Sultan.

The present lot depicts the yacht sailing, probably under the command of Captain Robert Cogan, in the Straits of Hormuz en route to Muscat. Amongst the various figures on board, the Sultan is depicted wearing a red turban on the quarter deck.



152



153

152
Henry Scott (British, 1911-2005)
 Moonlight on the Glengarry
 signed and dated 'Henry Scott 66' (lower right)
 oil on canvas
 61 x 91cm (24 x 35 13/16in).
 £6,000 - 8,000
 €7,200 - 9,600

PROVENANCE:
 with MacConnall Mason, circa 1964

153
Henry Scott (British, 1911-2005)
 Three masted frigate in choppy waters
 signed 'Henry Scott' (lower right)
 oil on canvas
 61 x 91.5cm (24 x 36in).
 £1,000 - 1,500
 €1,200 - 1,800

154

John Russell Chancellor (British, 1925-1984)

First Home

signed 'John Chancellor' (lower left)

oil on canvas

50.8 x 65.8cm (20 x 25 7/8in).

£10,000 - 15,000

€12,000 - 18,000

John Chancellor was born to English parents in the Lisbon area of Portugal in 1925. At seventeen he joined the Merchant Navy and was twice torpedoed. After the war he worked for a tug and barge firm and skippered a number of coastal craft. In 1970 he started painting and by 1972, had made the decision to give up the sea and become a professional artist. He specialised in scenes of historic sail, recognisable by their well researched and highly finished style. In 1973, his first one-man show of oils sold out in thirty minutes. His second show, held in 1976, was similarly successful and also sold out. Five years later, in 1981, an exhibition of Chancellor's watercolours sold out in ten minutes.

For most of his career, Chancellor lived in Brixham, South Devon and his book *'The Maritime Paintings of John Chancellor'*, was published posthumously in July 1984.

Due to his very short painting career, it is believed his output totalled fewer than 70 oil paintings and such is the popularity of his work that only a handful of works have ever gone through the London auction rooms.







155

155

Capt. Daniel Roberts (British 1789-1869)

A panorama view of Genoa from the sea
watercolour over etched outline on seven sheets, laid onto linen and
bound into a morocco folio with gold-tooled titles
31.3 x 311.5cm (12 5/16 x 122 5/8in).

£5,000 - 8,000

€6,000 - 9,600

Daniel Roberts (18 February 1789 – 18 February 1869) was an officer in the Royal Navy. He is most remembered for making a series of cameo-like appearances in the lives of Lord Byron, Percy Bysshe Shelley, Edward Ellerker Williams, and Edward John Trelawny. Most significantly, Roberts designed and supervised the construction of Shelley's schooner, *Don Juan*, and Lord Byron's yacht, *Bolivar*.

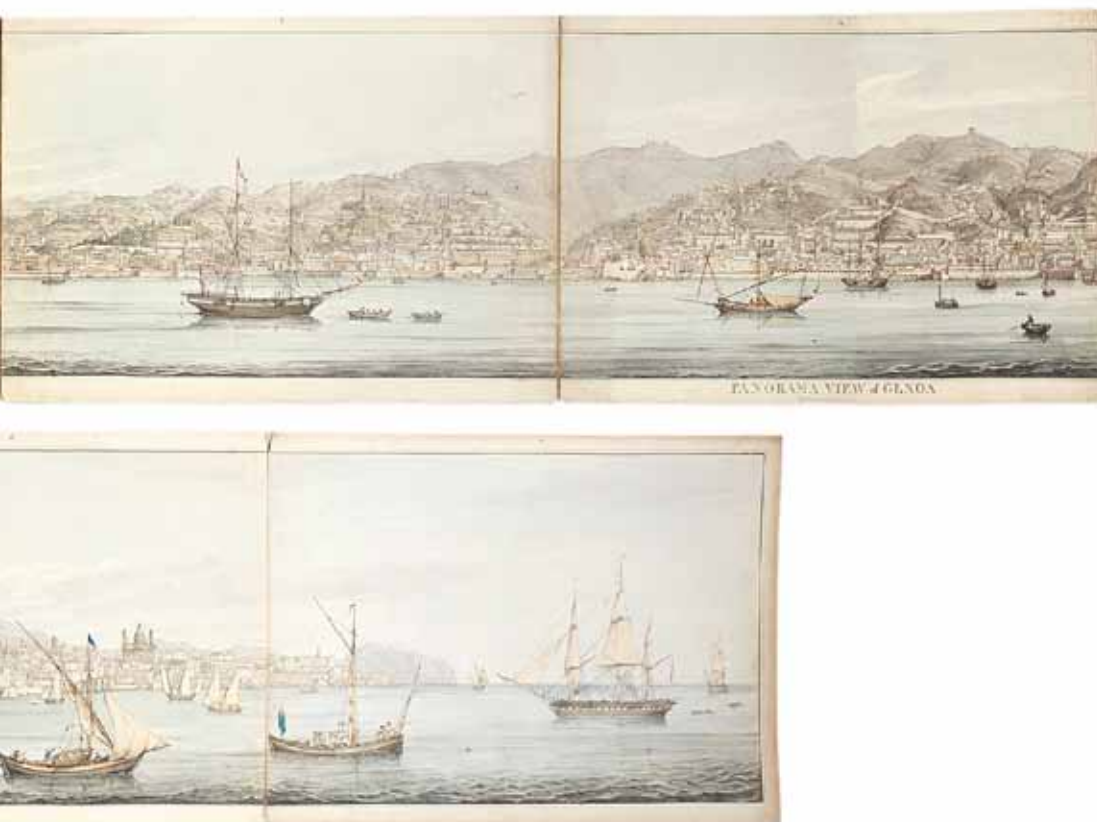
Robert's father Captain Henry Roberts died when Roberts was seven. By the age of ten, he had enlisted in the Royal Navy as a Volunteer 1st Class.

On enlisting in July 1799, he was briefly assigned to the 64-gun HMS *Overysse*, however he was discharged from the ship in November 1799, probably on account of his age as the Navy typically preferred new enlistees be at least thirteen years old. Once of age, Roberts was ordered aboard HMS *Blenheim*, on 13 June 1802, where he served as a midshipman.

After eight further months ashore, he was assigned, on 28 June 1803, to the recently launched HMS *Euryalus*, a 36-gun frigate. It was here, under a prominent naval personality, Captain Henry Blackwood, that at the age

of 15, Roberts first experienced naval warfare in an assault on French vessels off Boulogne pier, in October 1804. After serving for almost two years under Captain Blackwood, and five months before *Euryalus* was to make a significant contribution to Nelson's fleet at the Battle of Trafalgar, Roberts was again on shore for three months. On 8 April 1805, he joined a hospital ship, HMS *Trent* for one month, returning to *Euryalus* for just two weeks and five days until on 23 August 1805 he joined another 36-gun frigate, HMS *Penelope*, stationed off the French coast in the Bay of Biscay. This ship did not join in the Battle of Trafalgar; instead she was part of the fleet, which was blockading the French coast and almost captured Napoléon Bonaparte's younger brother Jérôme Bonaparte, captain of the *Vétéran* in August 1806.

Roberts served aboard *Penelope* until 26 May 1807, when Captain William Robert Broughton took command of HMS *Illustrious*, a larger 74-gun Ship of the Line. It is not known how many members of his crew Captain Broughton took with him; that Roberts, at the age of 18, was one of them is proof that his Captain valued his service. Upon joining *Illustrious*, Roberts was made a Master's mate. Roberts was again on a ship that was to enter into combat. On the night of 11 April 1809, a British fleet of 25 ships attacked a powerful squadron of French ships anchored in the Basque Roads, a sheltered bay on the Biscay shore of France, bounded by the Ile d'Oléron to the west and Ile de Ré to the north. The Battle of Basque Roads was initiated when the British sent several explosion ships into the Roads to blow holes in a mile-long boom of heavy spars and chains the French had placed to prevent enemy vessels from reaching their warships.



In the attack all but two of the French ships were driven ashore. Although the engagement was to last three days, the British failed to destroy the French fleet; however, one result of the engagement was that on 12 July 1809, Master's mate Daniel Roberts, age 20, was promoted to Lieutenant. For the next two years he was on board HMS *Phoenix*, a 36-gun frigate. On 10 January 1810, Roberts' ship successfully chased the 14-gun French privateer *Charles*. In this engagement Roberts was in charge of one of the boats that carried marines and seamen who boarded the *Charles*, finding on board two English masters and 13 seamen who had been taken out of vessels a few days previously.

This event led to Roberts' court martial. His conduct during the battle was criticized by a marine officer of *Phoenix*, Lieutenant William Murray, who wrote a letter of accusation to the captain of the ship. Consequently, a commission to judge Roberts' professional behaviour was formed. On 17 April 1810 not only were all the accusations discharged, his behaviour was considered worthy and honourable while Murray's accusation was labelled as "totally unfounded and subversive of the discipline of the Service." After a year in service in the West Indies, Roberts rejoined HMS *Illustrious* as officer. Three months later, his ship was engaged in combat with the enemy in the invasion of Java. By 20 September 1815 he was posted to a ship of his own, HMS *Hydra*. Roberts commanded his troopship for two years before returning to England from Canada in September 1817; from there he retired to the South of France.

As well as an illustrious naval career, Daniel Roberts is also recognised as being responsible for the design and construction of Shelley's schooner, *Don Juan*, and Lord Byron's yacht, *Bolivar*. A week before Shelley and Williams were drowned in a storm off of the coast of Italy (8 July 1822), Roberts had sailed with them in the *Don Juan* on the exact reverse course they were taking when the tragedy occurred. In June 1823, Byron asked Roberts to join his entourage, which was to sail to Greece. Roberts declined the invitation, preferring to remain in Genoa; he did however join with Byron's banker in locating and arranging for the charter of the merchant brig *Hercules*, the vessel that took Byron to Missolonghi, where he died in 1824. Throughout his life, Roberts maintained a close friendship with Edward Trelawny. It was Trelawny who asked Roberts to design the boats for the poets. A year following the fatal accident, Roberts purchased the remains of the schooner *Don Juan* and after making repairs, he sailed it single-handed for several years. After losing the *Don Juan*, Roberts purchased the *Bolivar*, which Byron had sold prior to going to Greece. These voyages are fully covered in his Journals. Roberts also continued corresponding with other members of the Pisan Circle, such as Mary Shelley and Claire Clairmont.

In 1857, when Edward Trelawny was preparing to publish his *Recollections of the last days of Shelley and Byron*, he asked Roberts to make a sketch of Casa Magni, where Shelley had been living at the time of his drowning. Trelawny not only included Robert's sketch, but he also published a number of extracts from Robert's letters.

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FRANCIS HOLMAN (BRITISH, 1729-1790)

The action between the fleets of Rear-Admiral Sir Samuel (later Lord) Hood and the French Comte de Grasse in Frigate Bay, off Basseterre, St Kitts, 26th January 1782 (detail)

oil on canvas

101 x 186cm (39 3/4 x 73 1/4in).

£50,000 - 80,000

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Knightsbridge, 13-15 April



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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 (only available on lots with a low estimate greater than £400)

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

25% up to £50,000 of the *Hammer Price*
20% from £50,001 to £1,000,000 of the *Hammer Price*
12% from £1,000,001 of the *Hammer Price*

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

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

8. VAT

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

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

- † *VAT* at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω *VAT* on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- * *VAT* on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*

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

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

9. PAYMENT

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

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

Bankers draft/building society cheque: if you can provide suitable proof of identity and we are satisfied as to the genuineness of the draft or cheque, we will allow you to collect your purchases immediately;

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

Sterling travellers cheques: you may pay for *Lots* purchased by you at this *Sale* with travellers cheques, provided the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000. We will need to see your passport if you wish to pay using travellers cheques;

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

Bank: National Westminster Bank Plc
Address: PO Box 4RY
250 Regent Street
London W1A 4RY
Account Name: Bonhams 1793 Limited Trust Account
Account Number: 25563009
Sort Code: 56-00-27
IBAN Number: GB 33 NWBK 560027 25563009

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

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

Union Pay cards: these are now accepted at our Knightsbridge and New Bond Street offices, when presented in person by the card holder. These cards are subject to a 2% surcharge.

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

Please refer all enquiries to our shipping department on:
Tel: +44 (0)20 8963 2850/2852 Fax: +44 (0)20 8963 2805
Email: shipping@bonhams.com

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licensing 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 Licensing
Floor 1, Zone 17, Temple Quay House
2 The Square, Temple Quay
BRISTOL BS1 6EB
Tel: +44 (0) 117 372 8774

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or

any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a

modern firearms specialist. All prospective *Bidders* are advised to consult the " of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

~ Ruby and Jadeite

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

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.

- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Φ This lot contains or is made of ivory and in February 2014 the United States Government announced the intention to ban the import of any 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	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	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> .	10.4	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 <i>c/o 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.
8.1.1	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.	10.5	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.
8.1.2	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> ,	10.6	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.
8.1.3	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> ;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
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;	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
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.	10.9	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.
8.1.6	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;			10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
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;			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> .
8.1.8	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.	10.12	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.
8.1.9	to retain possession of, and on three months' 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			11	GOVERNING 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.				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.
8.2	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		
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> .		
		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*, and
 - 3.1.3 if the *Lot* is marked [AR], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with *VAT* on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to *VAT* at the appropriate rate and *VAT* will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and *VAT* and any interest earned and/or incurred until payment to the *Seller*.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.

4 COLLECTION OF THE LOT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

"lien": a right for the person who has possession of the *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."

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Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

Paddle number (for office use only)

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

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

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

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

If successful
I will collect the purchases myself ☐
Please contact me with a shipping quote (if applicable) ☐

Bonhams

Sale title: The Marine Sale		Sale date: 15 April 2014	
Sale no. 21656		Sale venue: Knightsbridge	
If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.			
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	
£500 - 1,000by 50s		£50,000 - 100,000by 5,000s	
£1,000 - 2,000by 100s		£100,000 - 200,000by 10,000s	
£2,000 - 5,000by 200 / 500 / 800s		above £200,000at the auctioneer's discretion	
£5,000 - 10,000by 500s			
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	
Telephone mobile		Telephone daytime	
Telephone evening		Fax	
Preferred number(s) in order for Telephone Bidding (inc. country code)			
E-mail (in capitals) <input type="text"/>			
<input type="text"/>			
I am registering to bid as a private client <input type="checkbox"/>		I am registering to bid as a trade client <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"/>	
<input type="text"/> / <input type="text"/> - <input type="text"/> - <input type="text"/>			

Please note that all telephone calls are recorded.

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

FOR WINE SALES ONLY		
Please leave lots "available under bond" in bond <input type="checkbox"/>	I will collect from Park Royal or bonded warehouse <input type="checkbox"/>	Please include delivery charges (minimum charge of £20 + VAT) <input type="checkbox"/>
BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE READ AND UNDERSTAND OUR CONDITIONS OF SALE AND WISH TO BE BOUND BY THEM. THIS AFFECTS YOUR LEGAL RIGHTS.		
Your signature:		Date:

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