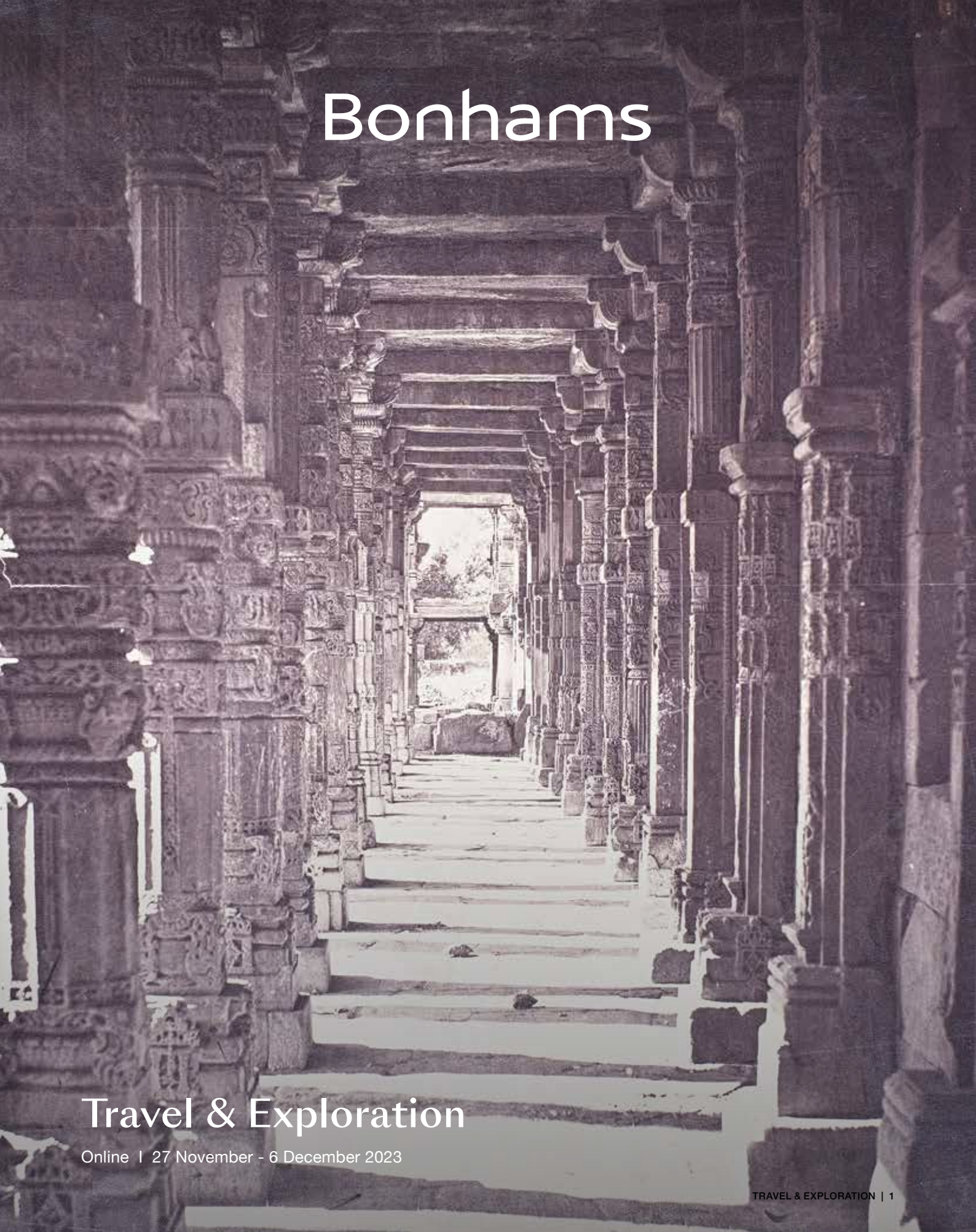




Bonhams

Travel & Exploration

Online | 27 November - 6 December 2023

Travel & Exploration

Online, London | 27 November - 6 December 2023

BONHAMS

Montpelier Street
Knightsbridge, London SW7 1HH
[bonhams.com](https://www.bonhams.com)

SALE NUMBER

29202
Lots 1 - 208

ILLUSTRATIONS

Front Cover: lot 90
Inside Back Cover: lot 138

VIEWING

Sunday 10th December
11am – 3pm
Monday 11th December
9am – 5pm
Tuesday 12th December
9am – 5pm
Wednesday 13th December
9am – 12pm

ENQUIRIES

BOOKS, PHOTOGRAPHS AND MANUSCRIPTS

Matthew Haley
Simon Roberts
Luke Batterham
Sarah Lindberg
Dr. Lorenza Gay
Christina Papadopoulou

+44 (0) 20 79393 3828
+44 (0) 20 7393 3831
books@bonhams.com

PICTURES

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

Polly Cornthwaite
+44 20 3988 6455 polly.
cornthwaite@bonhams.com

Philippa Iles
+44 20 7468 8393
philippa.iles@bonhams.com

BIDS

Bid online/APP

New to Bonhams?

To be able to place bids, you must have an active **bonhams** account.

Bid online/VIA OUR APP

Register to bid online by visiting
www.bonhams.com/29222

Bid through the app.

Download now for android and iOS.

You will be required to provide a valid credit card in your name which must be verified before you are able to place bids. If you are placing bids on behalf of a company, please ensure you indicate this when registering. We reserve the right to request further information from you (including your government issued ID) where you are the successful bidder, in particular in relation to any lot where the purchase price is over £5000. Please note all successful corporate bidders will be required to provide additional information.

Sale Information

BIDS

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

PAYMENTS

Buyers

+44 (0) 20 7447 7447

Sellers

Payment of sale proceeds
+44 (0) 20 7447 7447

VALUATIONS, TAXATION & HERITAGE

+44 (0) 20 7468 8340
valuations@bonhams.com

OPENING HOURS

Bonhams: Will be closed from
5.30pm Friday 22 December 2023
until 9am Tuesday 2 January 2024
for the Holiday period. Cadogan
Tate will be closed from 12.30pm
Friday 22 December 2023 until 9am
Wednesday 27 December 2023
and will close again at 12.30pm
Friday 29 December 2023 for the
Holiday period. It will reopen from
9am Tuesday 2 January 2024. The
Packengers will be closed from
12.30pm Friday 23 December 2023
until 9am Tuesday 2 January 2024
for the Holiday

VAT

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

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

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

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

Payment in Advance

(Telephone to ascertain amount
due) by: cash, credit or debit card

Payment at time of collection by:
Cash, credit or debit card.

POST BREXIT NOTICE FOR EU BUYERS SHIPPING PURCHASED LOTS OUTSIDE THE UK

Please note that as of 1 January
2021 for Margin Scheme and
Imported Lots VAT on the Buyer's
Premium will be refunded by
Bonhams on valid proof of export of
your Lot from the UK within 90 days
of full payment of your invoice.

What else has changed since 1 January 2021 for EU Buyers?

If you buy a Lot in this sale and
intend to ship the Lot outside the
UK, you will need to pay local Import
Tax when you bring your Lot into the
country of destination.

What do the Star (*) and Omega (Ω) symbols mean?

If you buy in this sale you will pay
import VAT of 5% (*) symbol) or 20%
(Ω symbol) on the Hammer Price.
As of 1 January 2021, for EU buyers
shipping purchased Lots outside
the UK, this tax will be refunded by
Bonhams on valid proof of export of
your Lot from the UK within 30 days

EXPORT LICENCES

Most manuscripts over fifty years
old, and certain other lots, will
require export licences in order
to leave the UK or Europe. We
can apply for these on your
behalf. Please contact the Book
Department if you would like
further guidance.

For all other enquiries, contact our
Client Services department on:
+44 (0) 207 447 7447 or
bids@bonhams.com

**Please see back of catalogue for
important notice to bidders**

1*

BAEDEKER (KARL)

Madeira, Canary Islands, Azores, Western Morocco, FIRST EDITION, 23 colour maps or plans (many double-page), publisher's red cloth-backed stiff wrappers, light rubbing; Greece, 1894; Canada, 1907; United States, 1909; Bords du Rhin, 1910; Egypt and the Sudan, 1914; Russia, FIRST EDITION, 1914; colour maps and plans (some folding), original limp red cloth, gilt, minor wear, small 8vo, Leipzig, Karl Baedeker, and London, Dulau and Co. (7)

£700 - 1,000

€800 - 1,100

US\$870 - 1,200

The Madeira guidebook is scarce. In 1911 Baedeker had published a guidebook to the Mediterranean which included Madeira and the Canary Islands, but the 1939 guide is the first edition solely covering Madeira, the Canaries, the Azores and Western Morocco.

2*

NOVARA EXPEDITION - CIRCUMNAVIGATION, 1857-1859

Reise der oesterreichischen Fregatte Novara um die Erde, 16 vol (lacks the Beschreibender Theil), half-titles, 10 mounted albumen prints, numerous lithographed plates (mostly zoological and botanical subjects), maps and charts, illustrations and diagrams in the text, spotting and occasional browning, some marginal tears neatly repaired, buckram-backed marbled boards, slightly rubbed [Hill 1537], 4to, Vienna, Kaiserlich-Königliche Hof- und Staatsdruckerei in Commission bei K. Gerold's Sohn, 1861-1875

£800 - 1,200

€910 - 1,400

US\$990 - 1,500

The account of the first Austrian circumnavigation of the globe (1857 to 1859), "the most ambitious enterprise ever undertaken by the Austrian navy" [Hill 1537]. The frigate *Novara*, under the command of Kommodore Bernhard von Wüllerstorff-Urbair, had aboard 345 officers and crew plus 7 scientists. The scientists were led by Karl Ritter von Scherzer, who was in charge of the fields of ethnography, linguistics and anthropology and statistics. The other sections were devoted to scientific discoveries - Alexander von Humboldt contributed an appendix titled 'Physikalische und geognostische Erinnerungen'.

The collections of botanical, zoological, and cultural material brought back enriched Austrian museums and the oceanographic research, in particular in the South Pacific, revolutionized oceanography and hydrography at the time. The first coca plant investigations, in particular on St. Paul Island, made it possible to isolate cocaine in its pure form for the first time in 1860. During the circumnavigation the *Novara* visited, amongst other places, Rio de Janeiro, the Cape of Good Hope, Sydney, Tahiti, Valparaiso, Hong Kong, Singapore, Java, Manila, and Shanghai.

Amongst the many lithographed plates and maps there are also 10 albumen photographic prints depicting details from Hindu temples, including an idol of Vishnu, and views of Java.

Provenance: Royal Asiatic Society, stamp to title of Linguistischer Theil; private Swedish collection.

3*

COOK (JAMES)

A Voyage Towards the South Pole, and Round the World. Performed in His Majesty's Ships the Resolution and Adventure... In which is included, Captain Furneaux's Narrative, 2 vol., FIRST EDITION, engraved portrait of Cook, 62 engraved plates and charts (of 63, many folding or double-page, lacking plate at p.30 in volume 2, 'View of the Landing at Mallicolli'), list of plates with slight loss in blank lower corners, vocabulary list at end roughly opened with resulting tears, some plates slightly frayed or soiled at protruding edges, one or two toned, untrimmed in contemporary cloth-backed boards, sections of covers and spines defective with contents working loose in volume 1, one or two stains, without free endpapers and final blank [Beddie 1216; Hill, p.61; PMM 223; Sabin 16245], 4to, W. Strahan and T. Cadell, 1777

£800 - 1,200

€910 - 1,400

US\$990 - 1,500

Unsophisticated copy of the official account of Cook's second voyage, including the first recorded crossing of the Antarctic Circle and the discoveries of Easter Island, the New Hebrides and New Caledonia.

4*

Le Sage (French, late 18th Century), after William Hodges

A group of five views and three portraits from Captain Cook's second voyage to the Pacific, including:

- 'The Fleet of Otaheite (Tahiti) Assembled at Oparee'
- 'A View in the Island of Rotterdam'
- 'General View of the Island of Otaheite' (Tahiti, Bearing South-east)
- 'Boats of the Friendly Isles'
- 'Resolution Bay in the Marquesas'
- 'Monuments in Easter Island'
- 'Otoo King of O-Taheite'
- 'Potatow'
- 'Family in Dusky Bay, New Zealand'

seven signed 'Le Sage' (lower left); eight variously inscribed in French (five lower left, three upper left)

watercolour and ink

16.2 x 20.3cm (6 3/8 x 8in) and smaller. (9)

all mounted but unframed

£600 - 800

€690 - 910

US\$740 - 990

William Hodges accompanied Captain James Cook on his second voyage to the Pacific from 1772-75 as the expedition's artist. Many of his sketches and wash paintings were adapted as engravings in the original published edition of Cook's journals from the voyage. As such, it is reasonable to assume that the compositions in the present lot were copied from the engravings.

5

Lieutenant Francis Henry Boyer (British, 1854-1926)

Collision between HMS *Himalaya* and Danish Brig *Annie Catherine*, Oct 16th 1879; HMS *Himalaya* - A North Wester in the Irish Channel, Jan 1881; HMS *Atlanta*, Sept 20th 1879
each incised with initials 'FHB' (two lower left, one lower right), each bears a title (on mount)
watercolour heightened with bodycolour and scratching out
33 x 24.8cm (13 x 9 3/4in) and smaller. (3)

£1,000 - 1,500
€1,100 - 1,700
US\$1,200 - 1,900

Lieutenant Francis Henry Boyer served in the Royal Navy during the 1870s and early 1880s and kept an extensive record of his voyages and the places he travelled to. The National Maritime Museum holds four logbooks kept by Boyer on various ships between 1869 and 1876. A folio of watercolours of Bombay and the surrounding area by Boyer was sold by Sotheby's in 1982 and a large collection of Boyer's watercolours depicting views of North and South Africa, China, Japan, the Antarctic and Mediterranean were offered at these salerooms on 26th February 2020 (lots 27-63).

6

Circle of John William Hardwick (1826-1891)

A group of six views in Sydney, Australia:
- Botanical Gardens, Port Jackson
- Cooks River, Botany Bay
- Macquarie Street
- Spring Street
- Hunter Street
- Rushcutters Bay
each inscribed with locations (one lower right, five verso)
pencil, pen & ink and wash
13.9 x 29.2cm (5 1/2 x 11 1/2in) and smaller. (6)

£800 - 1,200
€910 - 1,400
US\$990 - 1,500

7

John Heaviside Clark (British, circa 1770-1863), after John Eyre

'New South Wales 1810. View of Sydney from the East Side of the Cove' (Nos. 1, 2, 3 & 4)
published by William Dymock
lithograph in colours
each 34 x 50cm (13 3/8 x 19 3/4in) (image). (4)

£300 - 400
€340 - 460
US\$370 - 500

8

Lawrence William Wilson (New Zealand, born circa 1852-1920)

'Milford Sound near Harrison's Cove'
signed and dated 'L.W. Wilson/1904' (lower left), also inscribed as titled (lower left)
oil on canvas
100.4 x 150.5cm (39 1/2 x 59 1/4in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,200 - 1,900

Provenance

Anon. sale, Dunbar Sloane, Wellington, New Zealand, 29 September 1999, lot 50 (size given incorrectly as 85 x 136cm) (NZD 12,100).
The Peter Keeton Estate Collection, Dunbar Sloane, Wellington, New Zealand, 8 June 2006, lot 27 (size given incorrectly as 85 x 136cm) (NZD 9,000).
With the Fine Art Society, Cambridge, New Zealand.
Private collection, UK (acquired from the above), thence by descent to the current owner.

9

John Gully (New Zealand, 1819-1888)

Tasman Bay looking towards Mount Arthur Range, New Zealand
signed and dated 'John Gully 1887' (lower right)
watercolour heightened with bodycolour
33 x 50.8cm (13 x 20in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,200 - 1,900

Provenance

Anon. sale, Dunbar Sloane, Auckland, 1 May 2002, lot 51 (titled as *Tasman Bay - Looking Towards Mt Arthur Range - Painted from the Dun. Mountain Track*) (NZD 16,650).
With the Fine Art Society, Cambridge, New Zealand (titled as *Golden Bay*)
Private collection, UK (acquired from the above in June 2008), thence by descent to the current owner.

10

John Gully (New Zealand, 1819-1888)

Towards Awatere
signed and dated 'JOHN GULLY/1866' (lower left)
watercolour heightened with white
72.4 x 129.5cm (28 1/2 x 51in).

£6,000 - 8,000
€6,900 - 9,100
US\$7,400 - 9,900

Provenance

Anon. sale, Watson's Auctioneers, Christchurch, 2 April 2008, lot 113 (as 'Looking Towards the Awatere Valley', size given incorrectly as 74 x 186.6cm.) (NZD 65,253).
With Merivale Fine Arts, Christchurch, New Zealand.
Private collection, UK (acquired from the above in August 2008), thence by descent to the current owner.

Possibly to be identified with one of the eight Awatere Valley subjects listed by John Sidney Gully (great great grandson of the artist) in his catalogue of works (J.S. Gully, *New Zealand's Romantic Landscape: Paintings by John Gully*, Wellington, 1984, pp.149 and 174, GM/14, 'Rain Coming On - The Valley of the Awatere').

11

Charles Blomfield (1848-1926)

Mount Egmont, New Zealand
signed and indistinctly dated 'C Blomfield 19??' (lower left); bears an inscription (verso)
oil on board
30.5 x 45.4cm (12 x 17 7/8in).

£600 - 800

€690 - 910

US\$740 - 990

Provenance

With Jonathan Grant Galleries, Auckland, New Zealand.
Private collection, UK (acquired from the above in February 2008),
thence by descent to the current owner.

12

Charles Blomfield (British/New Zealand, 1848-1926)

Otira Gorge, New Zealand
indistinctly signed and dated 'Blomfield 1901' (lower left)
oil on board
28.9 x 39.1cm (11 3/8 x 15 3/8in).

£600 - 800

€690 - 910

US\$740 - 990

Provenance

Anon. sale, International Art Centre, Auckland, New Zealand, 25 March 2004, lot 105 (titled as *Lower Otira Gorge Road*).
With the Fine Art Society, Cambridge, New Zealand.
Private collection, UK (acquired from the above in 2009), thence by descent to the current owner.

13

Lawrence William Wilson (New Zealand, born circa 1852-1920)

'Mount Four Peaks'; 'Mount Cook from Hooker Glacier', New Zealand
the first; signed and dated 'Lawrence Wilson/1883' (lower right),
inscribed as titled (lower left), the second; signed, inscribed and dated
'Mount Cook from the/Moraine of the Hooker Glacier/L.W Wilson
1890' (lower left)
watercolour with traces of pencil
the first, 27.6 x 42.8cm (10 7/8 x 16 7/8in); the second, 31.7 x 49.2cm
(12 1/2 x 19 3/8in) (2)

£400 - 600

€460 - 690

US\$500 - 740

Provenance

With Jonathan Grant Galleries, Auckland, New Zealand, stock no.
7663.
Private collection, UK (acquired from the above in May 2008), thence
by descent to the current owner. ('Mount Four Peaks').

Private collection, UK, thence by descent to the current owner. ('Mount
Cook from Hooker Glacier')

14

Alfred Edward Emslie, ARWS (British, 1848-1918)

Figures by a water well, Japan
signed 'A.E.EMSLIE.' (lower left)
watercolour heightened with white
34.9 x 22.8cm (13 3/4 x 9in).

£600 - 800

€690 - 910

US\$740 - 990

Emslie was a part of a family of artists, his father being the engraver
John Emslie, his brother, the figure painter John Phillipps Emslie and
his wife, the painter Rosalie M. Emslie. John and Rosalie then became
parents to a daughter, Rosalie M. Emslie who went on to become a
portrait and landscape painter.

During his artistic career, Emslie was fascinated by Asia and spent
three months exploring Japan where he most likely drew inspiration for
this work.

15

Kinichiro Ishikawa (Japanese, 1871-1945)

Beached boats and a fisherman tending his net, Kamakura
signed and inscribed 'KIN-ISHIKAWA/KAMAKURA' (lower right)
watercolour heightened with bodycolour
36.2 x 53.4cm (14 1/4 x 21in).

£800 - 1,200

€910 - 1,400

US\$990 - 1,500

16

Kinichiro Ishikawa (Japanese, 1871-1945)

A village street scene, Japan
inscribed in Japanese (lower right)
watercolour
28.5 x 47cm (11 1/4 x 18 1/2in).

£600 - 800

€690 - 910

US\$740 - 990

17

Emiko Satsuta (Japanese, 20th Century)

A set of seven Japanese moonlit river and sunset scenes
each signed 'Satsuta' (five lower left, two lower right)
watercolour
six approximately 31.4 x 48.3cm (12 3/8 x 19in); one 48.2 x 31.5cm
(19 x 12 3/8in). (7)

£600 - 800

€690 - 910

US\$740 - 990

Provenance

The Estate of William Arthur Blackburn Leach.
Private collection, UK.

18•

BIGOT (GEORGES FERDINAND)

Croquis Japonais, 29 etched plates (290 x 200mm., and 345 x 250mm.), light dampstains to margins of a few plates, publisher's wrappers with etchings on both covers, stitched in the Japanese style as issued, light soiling, folio (470 x 310mm.), Tokyo, 1886

£600 - 800

€690 - 910

US\$740 - 990

Unusually large paper copy of a series of etchings depicting domestic and everyday life in Japan during the Meiji era (1868-1912).

19•

SEMEDO (ALVAREZ)

Histoire universelle du Grand Royaume de la Chine, 2 parts in 1 vol., FIRST EDITION IN FRENCH, title printed in red and black, divisional title, woodcut historiated initials, imprint on title-page shaved, age-toning, contemporary calf, rebound preserving the original gilt-tooled spine, rubbed [Lowendahl 97], 4to, Paris, Sebastien and Gabriel Cramoisy, 1645

£800 - 1,200

€910 - 1,400

US\$990 - 1,500

First edition in French of this personal account of China by Alvarez Semedo (1585-1658), a Portuguese Jesuit, providing much fascinating information about the last years of the Ming dynasty. Translated from the very rare Spanish edition of 1642, it includes the first history of Christianity in China, as well as valuable advice on social rituals and etiquette, the language of self-abasement (including the excessive use of 'your honourable...') and the importance of 'tea drinking'.

20•

KIRCHER (ATHANASIOS)

China monumentis, FIRST EDITION, engraved vignette on title, additional engraved title incorporating a map of China, engraved portrait of the author, 2 double-page engraved maps, 22 engraved plates (of 23, lacking Nestorian Stele), large engraved illustrations in the text, some spotting and toning, 3 maps with old tear (one repaired and strengthened on verso), 3 or 4 text leaves with tear or short repair, contemporary calf, worn with some loss to spine [Cordier Sinica 26; Löwendahl 132; Lust 37], folio (375 x 250mm.), Amsterdam, J. Janssonius and E. Weyerstraet, 1667

£600 - 800

€690 - 910

US\$740 - 990

"First edition of one of the most influential books in shaping the European conception of China in its day" (Lowendahl).

Provenance: Ch. Fiquet, early ownership inscription on title.

21•

[TACHARD (GUY)]

Voyage de Siam, des Peres Jesuites, envoyez par le Roy auz Indes & la Chine, FIRST EDITION, engraved vignette on title, 20 plates and maps (10 double-page), engraved vignette head-pieces, author's name erased to upper margin of title, age-toning, contemporary tan calf gilt, spine neatly restored [Brunet V, 632], 4to, Paris, Arnold Seneuze & Daniel Horthemels, 1686

£800 - 1,200

€910 - 1,400

US\$990 - 1,500

The Jesuit missionary Guy Tachard (1651-1712) accompanied the French envoy Alexandre, Chevalier de Chaumont (1640-1710) to Siam in 1686. The account of his travels is enriched by numerous plates which depict the natives of South Africa, the flora and fauna (including elephants and ginseng root) and the Royal Barges of Siam.

22•

[AVRIL (PÈRE PHILIPPE)]

Voyage en divers États d'Europe et d'Asie, entrepris pour découvrir un nouveau chemin à la Chine, FIRST EDITION, engraved portrait of Stanislaus Jablonowski by Picart, one folding map, 3 engraved plates, and headpieces all engraved by Vallet, historiated initials, age-toning and some spotting, later mottled calf, light wear [cf. Blackmer, p. 13, 1693 edition], 4to, Paris, Claude Barbin and others, 1692

£800 - 1,200

€910 - 1,400

US\$990 - 1,500

"In 1685 Avril set out to find an overland route to China for Jesuit missionaries. He journeyed via Cyprus, Syria, eastern Asia Minor and Persia to Astrakhan in Tartary where he was turned back by the Russians who would not allow him to cross their Asian territories. Avril then returned to Constantinople and made his way to France via Moldavia" (Blackmer).

23•

IDES (YSBRANTS)

Three Years Travels from Moscow over-land to China... To which is annex'd an accurate description of China, done originally by a Chinese Author, engraved allegorical frontispiece, large engraved folding map (laid down, with neat repairs), 30 engraved plates (8 folding), age-toning and light foxing, later panelled blind-stamped calf, rebound preserving original boards, corners repaired [ESTC T55175; Lowendahl 294], 4to, W. Freeman, J. Walthoe and others, 1706

£1,000 - 1,500

€1,100 - 1,700

US\$1,200 - 1,900

An account of the first Russian embassy to China, including an account of the author's at times hair-raising travels through Siberia and Mongolia. In 1692 Ides had been appointed by Peter the Great to lead an embassy to the Emperor of China to formalise trade relations following the conclusion of the Treaty of Nerchinsk in 1689, and with a view to obtaining the Kangxi Emperor's commitment to the treaty.

AMHERST (WILLIAM PITT)

Series of five autograph letters from William Pitt Amherst, first Earl Amherst of Arracan (1773-1857), His Majesty's Envoy to the Emperor of China, signed ("A"), to his wife, Sarah Amherst, Countess Amherst (1762-1838) in England, written during his famous diplomatic embassy to the Jiaqing Emperor (Kea K'ing) in 1816; the first docketed no.16, a long letter telling her of illness on board, the journey ("...I get very anxious to see Sir G.S. [Sir George Staunton] when the question will be settled whether or no we go up the yellow Sea and whether Sir G accompanies us..."), sending wishes to his family and expressing his love for her at length ("...I never loved any thing upon earth with half the ardor that I love you..."), anticipating a warm welcome in China ("...the announcement of the Embassy was received at Canton with great pleasure... puts an end to the doubts entertained in England whether the Embassy would be received at all..."), and arrival ("...surrounded by Chinese fishing boats with Chinese on board... the most beautiful anchorage..."); the second letter, docketed no. 18, on landing ("...things wear a favourable appearance. We have hitherto been treated with great hospitality... Great professions are made of the Emperors favourable disposition, and of his determination to receive us in a very splendid manner. But still the question of the Ceremonial or some other may arise to prevent our even reaching Peking altho' we are now within a couple of hundred miles of it... I appeared in my Parliamentary robes with Jeff [their son] as a train-bearer. Mr Morrison... our best Chinese scholar... is enchanted with the said robes which he thinks the best dress ever devised, and I am to keep them at hand for all occasions... not only very handsome but very convenient for I can slip them on at anytime at a moments warning..."), invited to a play with the Emperor, hoping to be home by the end of May; the third, docketed 18A in pencil, a hasty note sending love on leaving the ship ("...my heart clings to you at the last minute...") and sending one of his "...dress & undress Visiting Tickets..." [included in the lot]; the fourth, docketed no.19, advising of safe arrival; the fifth written when about to sail ("...We fought our way gallantly even up to Yuen-min-Yuen – but were dismissed from thence without an audience with the Emperor. On our way down we have been well treated; and tho' the Embassy was rejected I am willing to hope it may yet produce good effects..."), two with integral address panels, *19 pages, light dust-staining, some small tears, remains of red wax seals and seal tears, 4to (237 x 188mm.), China Seas ("Lat about 7 N. Long abt 106 E"), "Mouth of the White River", "Just Leaving the Ship", Canton, 2 July 1816 to 4 January 1817; together with an aforementioned visiting ticket, presenting his compliments in Western and Chinese script, printed on pink paper, dust-staining to outer where exposed, creased, 65mm. tear to front leaf, 250 x 110mm., folds out to 250 x 1137mm., [n.p., n.d.]*

£1,000 - 1,500**€1,100 - 1,700****US\$1,200 - 1,900**

'STILL THE QUESTION OF THE CEREMONIAL OR SOME OTHER MAY ARISE': LETTERS FROM THE FAILED BRITISH TRADE MISSION TO CHINA.

Having already had diplomatic experience as ambassador extraordinary to the court of the Two Sicilies, albeit with varying degrees of success, Amherst was sent as ambassador extraordinary with Sir George Staunton and Sir Henry Ellis to the Chinese court in 1816. Their mission was to seek the agreement of the Emperor to improve trade links with Britain. Amherst here describes a warm welcome from the Chinese but the negotiations were to flounder before they had even begun, due to what Amherst dismisses here as "...a question of ceremonial...", but was actually his refusal to *kowtow* to the emperor, a ritual which involved kneeling three times and touching one's head to the floor nine times, an act he felt demeaning to himself and to Britain. The British idea of diplomacy was proven to

be '...fundamentally at odds with that of the Chinese court... Following Amherst's refusal to perform the *kowtow*... Amherst and his entourage were sent away from Peking (Beijing) without an audience with the Jiaqing emperor (1796–1820)... There followed another period in the political wilderness until Amherst's appointment in 1823 as governor-general of Bengal in succession to the marquess of Hastings...' (Douglas M. Peers, *ODNB*).

Several passages in these letters demonstrate the importance Amherst gave to British ceremonial abroad, the issue that would cost him the mission. He writes at length, for example, on the magnificence (and convenience) of his parliamentary robes, in which he was painted by Sir Thomas Lawrence in 1821. He also gives an insight into the hot crowded conditions aboard ship and, poignantly, the loving relationship he enjoyed with his wife. His 14-year-old son Jeff accompanied him on the voyage and throughout he is keen to reassure her of Jeff's continuing good health: "...the voyage has certainly agreed extremely well with him, for he has been totally free from those harassing coughs to which he used to be so subject in England...". His hopes expressed here of a safe passage home were premature. His ship, the *Alceste*, was wrecked on a submerged rock in the Gaspar Strait and Amherst and his party were forced to continue their journey on the *Caesar*. Stopping off at St Helena, he took the opportunity to interview the exiled Napoleon in 1817. His devoted wife, the naturalist and botanist Sarah Amherst, died in 1838 after 38 years of marriage and he was remarried a year later to Sarah's widowed daughter-in-law from her first marriage.

25

CHINA – CONVENTION OF PEKING & THE SECOND OPIUM WAR

Autograph letter from James Bruce, 8th Earl of Elgin and 12th Earl of Kincardine (1811-1863) signed ("Elgin & Kincardine") to Lord Carnarvon, from the "...Palace of the Prince who played me false at Tung Chaw, and who was the cause of the arrest of our countrymen who were so treacherously captured and afterwards cruelly murdered... This place is not in itself very much worth the trouble we have taken to get to it... whatever may be the issue of the civil conflict now raging in China... we may be assured the British Treaty of 1858 supplemented by the Convention of 1860 will be the bases on which the relations of this great Country with Christendom will henceforward rest – whether for good or for evil China is now opened up to Christianity and Commerce...", *4 pages on a bifolium, creased at folds, 4to (236 x 190mm.), Peking, 31 October 1860; tipped into a modern notebook with typed transcriptions*

£600 - 800**€690 - 910****US\$740 - 990**

'WHETHER FOR GOOD OR EVIL CHINA IS NOW OPENED UP TO CHRISTIANITY AND COMMERCE': The signatory of the Convention of Peking, which ceded Kowloon to the British, writes after the destruction of the summer palace on a new era in Chinese relations.

Our letter, full of hope for the new relationship with China, was written days after the signing of the Treaty of Peking on 24 October 1860, one of three treaties each with Britain, France and Russia that made up the so-called Convention of Peking, regarded by China as among the 'unequal treaties'. This ratified the Treaty of Tientsin of 1858 and formally ceded the area of Kowloon to the British in perpetuity. Elgin looks forward to a new relationship with the Chinese, "...the bases on which the relations of this great Country with Christendom will henceforward rest...".

Elgin had been appointed High Commissioner & Plenipotentiary in China and the Far East in 1857. During the Second Opium War he led the bombardment and occupation of Canton and was a signatory to the Treaty of Tientsin in June 1858, which opened up trade with China, allowed Christian missionary activity, as alluded to here, and permitted foreign embassies to be set up in Beijing, thus ending the Second Opium War. After a brief return to England, he returned to China with a large army in June 1860 to assist his brother after the defeat of British troops at the Taku forts. The enlarged army attacked the forts and forced their way to Tientsin, whilst power struggles raged in Peking. Our letter refers to an incident which hardened Elgin's resolve against the Chinese, when a party of British and French diplomats and journalists including Thomas William Bowlby, mentioned here, were taken prisoner by the Qing, tortured and "cruelly murdered". Only diplomat Harry Parkes, Elgin's private secretary James Loch (who was charged with taking back the wording of the Convention to London), and five soldiers survived. British and French revenge took the form of the destruction and looting of the emperor's summer palace on 18 October, designed to be a personal attack on the emperor himself: "...a great pall of smoke hung over Peking as the palace complex burned. Six days later Elgin and his army entered Peking, and Frederick Bruce was presented to the Chinese as the queen's representative in China..." (Olive Checkland, *ODNB*).

26

CHINA – TRADE & THE FIRST OPIUM WAR

Three letters written in Chinese script between "barbarian merchant" Petersen, captain of an American ship, and Chinese Mandarins, concerning his request to proceed from Macao to Canton, the first from Li Xian, enclosing Petersen's request to enter the harbour on the 28th of the month (in translation "...Only then will he enter Huangpo (Whampoa)... the barbarian merchant ship has already reached the waters below Chumpee and tied up there temporarily... Your humble servant immediately sent out two sergeants... in fast crab boats to take necessary precautions..."); with Petersen's respectful request to the Admiral on pink paper "...to allow my boat to enter the Tiger Gate... If you send this Celestial Grace, I, the captain, will feel gratitude without end..."; the third to Li Xieli enclosing the above documents "...I see that his merchant originally submitted a red labelled goods list. Because there are things about it which do not tally I have sent it up to the Governor for his instructions...", going on to explain that "...although his words are very smooth and respectful, one cannot tell whether he speaks truth or falsehood...", with original envelope and typed translations, 4 leaves, folded, dust-staining and discolouration, foxing and marks to envelope with some small tears, c.210 x 325mm. opened out and smaller, envelope 280 x 145mm.), 27th and 28th day of the 5th month in the 20th year of the Emperor Dao Guang [1840]

£600 - 800
€690 - 910
US\$740 - 990

According to an accompanying handwritten note, the letters were discovered in an unopened envelope "taken with the rest of Chinese plunder at the Fort of the Baca [sic] Tigris". In 1839, when tensions were high between Britain and China over the opium trade, British ships had been banned from sailing from Macao to Canton, the key route for merchant ships into China. The ships put in at Macau, where it was necessary to employ skilful Chinese pilots and gain various permissions to guide them up the Pearl River via the strategically important Bocca Tigris (or Tiger's Mouth) to the anchorage at Whampoa. As an American, and claiming there was nothing illicit in his cargo, Petersen was hoping that the Lord High Admiral, Guan Tainpei, would allow his ship to proceed. The Mandarins however are proceeding with caution as "...one cannot tell whether he speaks truth or falsehood...".

27•

BORGET (AUGUSTE)

Sketches of China and the Chinese, *additional pictorial lithograph title and 32 tinted lithograph views on 25 sheets by Eugene Ciceri after Borget, list of plates and 11 pages of descriptive letterpress, marginal light spotting, publisher's cloth, rebacked [Abbey Travel 540], folio (545 x 370mm.), Tilt and Bogue, [1842]*

£10,000 - 15,000
€11,000 - 17,000
US\$12,000 - 19,000

IMPORTANT AND EARLY RECORD OF THE PEOPLE AND LANDSCAPE OF CANTON, MACAO AND HONG KONG. This edition, with the text in English, was issued in the same year as the French version published by Goupil and Vibert, whose imprint appears on the plates. Five of the plates depict Hong Kong, which became a British Crown Colony in 1842, the others depicting scenes along the Pearl River, including Macao and Canton.

Provenance: Gift inscription on first flyleaf dated 1843.

28

CREALOCK (HENRY HOPE) AND FELICE BEATO

Chinese War Sketches of the Allied Expedition To Peking, FIRST AND ONLY EDITION, 28 (of 31) *albumen prints of Crealock's sketches (8 of which hand-coloured), together with a printed booklet with description of the plates (in original brown paper wrappers, stitched as issued, held in sleeve inside lower cover), modern boards, folio (640 x 430mm.), [c.1861-1862]*

£6,000 - 8,000
€6,900 - 9,100
US\$7,400 - 9,900

RARE SET OF PHOTOGRAPHS ATTRIBUTED TO BEATO OF CREALOCK'S DRAWINGS MADE DURING THE SECOND OPIUM WAR IN CHINA, TOGETHER WITH THE RARE ACCOMPANYING DESCRIPTIVE PAMPHLET. Henry Hope Crealock (1831–1891) was an army officer and an accomplished artist, "his sketches of scenes in the Indian mutiny, China campaign, and Anglo-Zulu War are valuable records" (*ODNB*). Felice Beato had first met Crealock in the Crimea along with other British officers, whose careers took them on to India in 1857 and on to China in 1860.

29

CHINA - CARICATURES

Series of Caricatures, possibly inspired by "The China Punch", *approximately 76 original drawings or albumen photos of caricatures and satirical illustrations, good tonal range, pencil captions, contemporary red morocco gilt, rebacked preserving original spine, rubbed, oblong 4to, [c. 1870-1880]*

£500 - 700
€570 - 800
US\$620 - 870

30*

SHANGHAI AND QUEEN VICTORIA

Queen Victoria's Diamond Jubilee at Shanghai, FIRST EDITION, 35 mounted albumen print photographs by W.R. Kahler (fair to good tonal range), mounted one or two to a page with printed captions beneath, advertisements on pastedowns (repaired with tissue at edges), publisher's cloth-backed printed boards, small 4to, Shanghai Mercury Office, [1897]

£800 - 1,200

€910 - 1,400

US\$990 - 1,500

Rare volume written by journalists of the *Shanghai Mercury* reporting the extravagant celebrations held in the city, including the French concession, and the Bund, where all the buildings were decorated.

31

SHANGHAI

Album of 93 views of Shanghai and China, and portrait or group studies of Chinese subjects, attributable to William Saunders, Lai Fong, H.C. Cammidge, 93 albumen prints of Chinese subjects (typically 210 x 270mm., many copy prints shown with rounded edges), and 12 colour-tinted albumen prints of Japanese costumed female subjects, mounted on sheets recto and verso, variable toning, contemporary half morocco, worn, oblong 4to (260 x 330mm.), [1880-1890s]

£2,000 - 4,000

€2,300 - 4,600

US\$2,500 - 5,000

Good album of views (57, many of Shanghai including 11 views seemingly forming a panorama of the Bund), and portraits, trades and types (36, including Chinese actors, street shops, noble men and families, etc.) by professional Western and Chinese photographers.

Provenance: Samuel John Tite (born at St. Heliers, Jersey in 1867). Loose with the album are his "Certificates of Service" for the Royal Navy starting in 1886, recording visits to Hong Kong, and also that he served on H.M.S. *Vivid* during the Boxer Rebellion; thence by descent.

32*

MENCARINI (JUAN, PHOTOGRAPHER) - FUJIAN

FRANDON (ERNEST) AND JUAN MENCARINI. Commerce, industrie, outils, ustensiles, meubles, vetements, types, des habitants du Fokien, FIRST AND ONLY EDITION, printed title and 4 section headings, 150 albumen prints by J. Mencarini, mounted between one (approx. 220 x 280mm.), 3 (200 x 145mm.), and 4 (140 x 200mm.) per page on stiff card, original printed caption labels, one page manuscript description of a cotton weaving machine signed by E. Brandon, various tones, card brittle with loss of a few corners, original half morocco, gilt tooled title on upper cover, worn, lacks spine, oblong folio (320 x 435mm.), Fuzhou, 1895

£4,000 - 6,000

€4,600 - 6,900

US\$5,000 - 7,400

RARE PHOTOGRAPHIC RECORD of the trades and tradesmen, local "types" (Mandarins to peasants, officials, religious figures) and landscapes of the Fuzhou/Fujian region of south China during the 1890s. The photographs were commissioned for the French chambers of commerce by Ernest Frandon (1842-1904), French Consul at Fuzhou, from Juan Mencarini (1860-1939), an employee of the Imperial Maritime Customs Service of China from 1881 to 1912.

The work is divided into 4 sections: "Meubles et Habitation" (20 images); "Ouvriers, marchands, metiers divers" (55 images); "Types divers" (52 images); "Agriculture, paysages, etc." (23 images). A series of 10 images at the end show the locations and aftermath of Admiral Amédée Courbet's naval campaign during which the French Far East Squadron destroyed the Fujian Fleet in 1884. A final image, added shortly after the album was printed, depicts the open graves of the victims of the "Kucheng Massacre" (August 1895) in which eleven Western missionaries were killed.

Mencarini was evidently a very good amateur photographer, perhaps influenced by John Thomson, who had photographed the Fuzhou region in his *Illustrations of China and Its People* (1870-1). Mencarini "photographs stand out for the seriousness and purpose with which he approached the practice. Carefully attending to composition and lighting... Mencarini's photographs stand out among other amateur collections for the systematic character with which he approached his subjects" (Xavier Ortells-Nicolau, "Juan Mencarini and Amateur Photography in fin-de-siècle China", in *Kritika Kultura*, February 2018).

33*

MENNIE (DONALD)

The Grandeur of the Gorges, FIRST EDITION, NUMBER 625 OF 1000 COPIES, limitation leaf, half-title, text printed in brown and green, 50 tipped-in photographic plates (12 colour-tinted), light toning and spotting, publisher's decorative silk gilt, some wear, 4to, Shangai, A.S. Watson & Company, 1926

£600 - 800

€690 - 910

US\$740 - 990

Provenance: Commander Donovan C. Roe, June 1933, Paymaster of the Royal Navy (1908-1937), ownership inscription on front free endpaper. Roe died in action in 1941.

34

George Chinnery (London 1774-1852 Macau)

A self portrait with various Chinese figure studies, including Tankas in egg boats, a barber with his customer and a market scene pencil
sheet 27.3 x 20.7cm (10 3/4 x 8 1/8in).
unframed

£4,000 - 6,000

€4,600 - 6,900

US\$5,000 - 7,400

35

George Chinnery (London 1774-1852 Macau)

Two Chinese sketches: Study of a man holding a pipe; Study of a standing man from behind
both annotated with artist's shorthand and dated '36' (upper right) pencil
image size: the first 9.2 x 6.7cm (3 5/8 x 2 5/8in); the second 8.6 x 7.8cm (3 3/8 x 3 1/16in). (2)
each mounted but unframed

£1,000 - 1,500

€1,100 - 1,700

US\$1,200 - 1,900

36

George Chinnery (London 1774-1852 Macau)

Two Chinese sketches: A man inspecting goods with a hawker; A group of men playing a game at the base of a staircase, Macau the first annotated with artist's shorthand and dated '41' (upper right); the second annotated with artist's shorthand (upper right under mount) pencil

image size: the first 7.9 x 10.4cm (3 1/8 x 4 1/8in); the second 8.6 x 9.9cm (3 3/8 x 3 7/8in).

each mounted but unframed. (2)

£1,200 - 1,800

€1,400 - 2,100

US\$1,500 - 2,200

37

George Chinnery (London 1774-1852 Macau)

A group of three animal sketches including two studies of a dog and a study of a cat

one annotated with artist's shorthand and dated '41' (upper right partially under mount); one annotated with artist's shorthand (upper right under mount) pencil

image size: 8 x 10.1cm (3 1/8 x 4in) and smaller. (3)
each mounted but unframed

£1,000 - 1,500

€1,100 - 1,700

US\$1,200 - 1,900

38

George Chinnery (London 1774-1852 Macau)

Study of a Fukien sailor, China

pencil

sheet 27.3 x 20.3cm (10 3/4 x 8in).

unframed

£3,000 - 5,000

€3,400 - 5,700

US\$3,700 - 6,200

It is possible that this study relates to Chinnery's portrait of Reverend Charles Gutzlaff, a well-known German missionary in China, which was later engraved by R.J. Lane. Gutzlaff is depicted in a strikingly similar pose to the figure in the present drawing, and is dressed as a Fukien sailor, an outfit he adopted on his visits to ports on the central and north China coasts.

39

George Chinnery (London 1774-1852 Macau)

A view of Macau with Fort Monte and the churches of S. Domingos and S. Paulo beyond

pen and ink and watercolour

12.1 x 17.2cm (4 3/4 x 6 3/4in).

£6,000 - 8,000

€6,900 - 9,100

US\$7,400 - 9,900

Provenance

Private collection, UK.

Exhibited

London, Martyn Gregory, *China in the Frame*, 2020/2021, no. 38, illustrated on p.37.

In this composition, Chinnery has included three of Macau's most celebrated landmarks; In the top right stands the fortress of Sao Paulo, below is the great Baroque church of S. Domingos, and in the left distance you catch a glimpse of the facade of S. Paulo above an overgrown and deeply shadowed wall. Chinnery has also chosen to include a goat and a cooking fire at the side of the road, both of which are details that often appear in his works.

40

George Chinnery (London 1774-1852 Macau)

Studies of Tanka boats and boatmen

pencil and ink

14 x 24.7cm (5 1/2 x 9 3/4in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,700

Provenance

With Spink & Son, London, No.K3/4961c.

41

George Chinnery (London 1774-1852 Macau)

Figures entering the gate of St Joseph's Seminary, Macau

inscribed with artist's shorthand and dated '33' (upper right under the mount)

pencil, pen, brown ink and wash

17.1 x 20.7cm (6 3/4 x 8 1/8in).

£3,000 - 4,000

€3,400 - 4,600

US\$3,700 - 5,000

Provenance

Anon. sale, Christie's, 14 March 1978, lot 26 (according to a handwritten note attached to the backboard).

Chinnery painted a watercolour of the same gateway seen from the other side, which is illustrated in R. Hutcheon, *Chinnery*, 1995, p.5.

42^{AR}

Elizabeth Keith (British, 1887-1956)

Forbidden City, Peking
signed 'Elizabeth Keith./Elizabeth Keith' (lower right)
woodcut printed in colours
25.7 x 37.8cm (10 1/8 x 14 7/8in) (image).

£800 - 1,200
€910 - 1,400
US\$990 - 1,500

43

Attributed to Tingqua and Studio (Chinese, 1809-1870)

View of the Praya Grande, Macao
watercolour
16.2 x 23.8cm (6 3/8 x 9 3/8in).

£600 - 800
€690 - 910
US\$740 - 990

The present view of Macao is from the north looking south, with Penha Hill to the far left and the cathedral and Fort Monte on the right.

44

Chinese School, 19th Century

View of Whampoa anchorage
oil on canvas
18.1 x 26cm (7 1/8 x 10 1/4in).

£600 - 800
€690 - 910
US\$740 - 990

45^{AR}

Vera Southby (British, 1895-1987)

A portfolio of the artist's sketches, including various scenes in China four signed and dated (lower right), four signed and inscribed with a title, three signed (lower right)
watercolour and pencil
the largest 24.8 x 34.3cm (9 3/4 x 13 1/2in); the smallest 16.9 x 24.2cm (6 5/8 x 9 1/2in).
Together with some miscellaneous prints and sketches after various artists. (qty)

£800 - 1,200
€910 - 1,400
US\$990 - 1,500

Provenance

The artist's family.
Private collection, UK.

Vera Southby was born in Cape Town to British parents; she studied at the London School of Art, the Scuola Britannica in Rome and under Professor Joseph Binder in Vienna. Between the late 1920s and early 1930s Southby lived in China, first in Kunming and then in Tianjin and Beijing. She left China briefly to live in Europe, only to return again in 1935. At this time she was interned at Shanghai during the Sino-Japanese War. After the war, she married Ake Hartmann and her travelling resumed, seeing her and her husband travel throughout India, China and Southeast Asia.

Southby's works have been well exhibited at the Royal Academy and she has had exhibitions devoted to her work in Shanghai, London and San Francisco.

46^{*}

Justiniano Asuncion (Philippines, 1816-1901)

Tipos del País - a study of a Filipina mestiza
watercolour heightened with white
22.8 x 16.8cm (9 x 6 5/8in).

£3,000 - 5,000
€3,400 - 5,700
US\$3,700 - 6,200

Asuncion is considered to be one of the leading Filipino painters of the 19th century. His most notable works are of religious figures such as the Virgin of Antipolo as well as his life-sized paintings of San Agustin, San Geronimo, San Gregorio Magno and San Antonio. These latter works were kept at the Santa Cruz Church in Manila, but were destroyed when the Japanese bombarded the church in February 1945 during the Battle of Manila.

Asuncion's works do not often appear at auction and the works that do, tend to be these small watercolour studies of Filipino figures in their everyday attire.

47^{AR}

Alix Aymé (French, 1894-1989)

Portrait of a Vietnamese girl
signed 'Alix Aymé' (lower right), bears inscription in pencil 'meilleures souhaits pour 1951' (on sheet lower centre)
aquatint
21.3 x 17.8cm (8 3/8 x 7in) (plate).

£600 - 800
€690 - 910
US\$740 - 990

48

Lee Man Fong (Indonesian, 1913-1988)

Portrait of a fisherman
signed 'L.FONG.' (lower left)
oil on canvas
60.6 x 45.7cm (23 7/8 x 18in).

£1,500 - 2,000
€1,700 - 2,300
US\$1,900 - 2,500

49

A. J. Rahman (Malaysian, 1922-1995)

Malaysian fishing village scenes, a set of four
three signed 'AJRahman' (one lower left, two lower right)
watercolour
two: 24.5 x 34cm (9 5/8 x 13 3/8in); two 24.1 x 33.6cm (9 1/2 x 13 1/4in).

Together with another watercolour by the same hand depicting a beach scene with an ocean view beyond, signed (lower left), 21.5 x 24.1cm (8 1/2 x 9 1/2in).
(5)

£600 - 800
€690 - 910
US\$740 - 990

50

Abu Bakar Ibrahim (Malaysian, 1925-1977)

A set of seven Malaysian village scenes
five signed 'A.B.IBRAHIM' (lower left)
watercolour
26.8 x 30.1cm (10 9/16 x 11 7/8in) and smaller. (7)

£600 - 800

€690 - 910

US\$740 - 990

51

Maung Maung Gyi (Burmese, 1890-1942)

Mandalay Palace Moat, Burma
signed and dated 'Ma Maung Gyi/1916' (lower right)
watercolour
31.5 x 42.5cm (12 3/8 x 16 3/4in).

£600 - 800

€690 - 910

US\$740 - 990

It is said that Maung Maung Gyi spent several years in England as a young man to study Western painting. However, his greater influences in painting may have come through exposure to British painters, such as B.H. Wiles and Robert Talbot Kelly, whom he encountered in Burma or whose works he saw there. With regard to Maung Maung Gyi's influence in Burma, this was largely as a watercolour painter who travelled around Burma capturing its scenes in the plein air style. The plein air mode of painting later became very common among Upper Burma painters such as Saya Saung and Ba Thet in their early works.

Not many works by Maung Maung Gyi have survived, possibly on account of a house fire during World War II. However, four of his watercolours are currently in the collection of the Pitt Rivers Museum, Oxford and it is believed that the National Museum of Myanmar own some of his paintings.

52

Saya Saung (Burmese, 1898-1952)

Burmese paddy boats on a river
signed 'MG. SAUNG' (lower right)
watercolour
27 x 37.2cm (10 5/8 x 14 5/8in).

£800 - 1,200

€910 - 1,400

US\$990 - 1,500

53

Saya Saung (Burmese, 1898-1952)

A Burmese river landscape with farmer and ox
signed 'MG. SAUNG' (lower left)
watercolour with traces of pencil
26.6 x 37.1cm (10 1/2 x 14 5/8in).

£800 - 1,200

€910 - 1,400

US\$990 - 1,500

54

Mg Tun Hla (Burmese, 1874-1946)

The Bupaya Pagoda on the Irrawaddy River, Pagan; The Mandalay Palace walls, Burma
both signed 'M T Hla' (lower right) and bear inscriptions (verso)
watercolour
the first 19.1 x 27.6cm (7 1/2 x 10 7/8in); the second 18.8 x 27.3cm (7 3/8 x 10 3/4in). (2)
both unframed

£1,200 - 1,800

€1,400 - 2,100

US\$1,500 - 2,200

55

Maung Su Yatanabon (Burmese, 1903-1965)

A set of six Burmese portraits
- 'Naga Woman, Nogaung Dish'
- 'Kachin Woman, South Thein Ni'
- 'Was Nan, East of Salween River'
- 'Was Woman, East of Salween River'
- 'Naga Nan, Nogaung Dish'
- 'Padaung Nan, Toungoo Dish'
all signed 'Yatanabon/MgSu.' (lower right) and inscribed with titles (lower left)
watercolour heightened with white
each approximately 22.9 x 14cm (9 x 5 1/2in).
Together with three Burmese portraits by Thein Han, each signed and dated 'Thein M/T/55' (lower right) and inscribed with title (lower left). (9)

£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,500

56

BEATO (FELICE)

Two fine albums containing 196 views, portraits and "native types" of Burma (Myanmar), by Felice Beato, *albumen silver prints, mounted one per page with pencil captions, one with some loss, one with corner tip torn away but generally good, twentieth-century red half morocco over cloth, oblong folio (310 x 420mm.)*, [c.1885-1900]

£8,000 - 12,000

€9,100 - 14,000

US\$9,900 - 15,000

Felice Beato (1832-1909), "acknowledged to be the first photographer to specialize in war photography" (ODNB), built his reputation with his pioneering military, landscape and portrait photographs taken in the Crimea, India, China and Japan during the 1850s to 1880s. In 1885 he went to live in Burma, where he "quickly set about establishing himself, beginning his work as a landscape photographer, traveling throughout the upper part of the country... Within a few years he achieved a position of prominence, hiring several local people to assist him... [to document] the rich cultural and architectural heritage of the country, in particular, Mandalay, the last royal seat of the former Burmese kingdom... These were complemented by such photographs as portraits of priests at their monastery after begging for daily food and scenes of funeral processions. Views taken along the Irrawaddy River provided insight into local life" (Anna Lacoste, *Felice Beato: A Photographer on the Eastern Road*, 2010).

One album is mostly devoted to local portraits and posed groups (approximately 80 images) including female and males of different classes, priests, King Thibaw and his eunuch, etc. Also some special events or subjects including captured dacoits (4) dancing groups (10, mostly performing for Prince Albert Victor at Mandalay, 1889), elephant Keddah (2), Colonel Cummins and the 4th Hyderabad regiment, Buddhist ceremonies.

The second album is mostly devoted to landscape, city and temple views including scenes along the Irrawaddy river, Mandalay and the temple complex (numerous, including distant views, single pagodas, King Thibaw's palace, Royal gardens, and some details), Bhamo, Ava, local villages and bridges.

Provenance: Private UK collection, believed to have been purchased by the owner's grandfather in the 1940s.

57•

TILLY (HARRY L.)

Glass Mosaics of Burma with Photographs, FIRST EDITION, 13 photogravure plates by P. Klier, Rangoon, one illustration in the text, toning to text, light small stain in the blank fore-margin of 9 plates, publisher's cloth-backed printed boards, soiled, folio (365 x 275mm.), Rangoon, Printed by the Superintendent, Government Printing, 1901

£600 - 800
€690 - 910
US\$740 - 990

Rare record detailing the process by which the great Buddhist temples of Burma were decorated in glass mosaic, illustrated with fine photogravure views of shrines, altars, and objects by Philip Adolphe Klier, who set up a studio in Rangoon in the 1890s, later becoming a dealer in local crafts.

58

Maung Su Yatanabon (Burmese, 1903-1965)

A set of four Burmese portraits:

-A Burmese Artist

-A Burmese Woman Cheroot Smoker

-A Padaung Man

-A Padaung Woman

each signed 'Yatanabon Mg Su' (lower right); each bears an inscription in pencil with details of the sitter (one lower left, 3 on the backing paper lower left)

watercolour

24.5 x 16.5cm (9 5/8 x 6 1/2in) and slightly smaller. (4)

£600 - 800
€690 - 910
US\$740 - 990

59

Maung Su Yatanabon (Burmese, 1903-1965)

A set of four Burmese portraits:

-A Taungthu Woman

-A Taungthu Man

-A Kachin Man

-A Kachin Woman

each signed 'Yatanabon Mg Su' (lower right); each bears an inscription in pencil with details of the sitter (lower left)

watercolour

each 23.5 x 15.9cm (9 1/4 x 6 1/4in). (4)

£600 - 800
€690 - 910
US\$740 - 990

60

Mg Tun Hla (Burmese, 1874-1946)

A set of four Burmese figure studies

each signed 'MT Hla' (lower right)

watercolour

the largest sheet size 31.5 x 22.6cm (12 3/8 x 8 7/8in); the smallest sheet size 30.5 x 22.3cm (12 x 8 3/4in). (4)

all unframed

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

61

Mg Tun Hla (Burmese, 1874-1946)

A terrace view of the Shwedagon Pagoda, Rangoon

signed 'M.T.Hla' (lower left)

watercolour

27.3 x 17.8cm (10 3/4 x 7in).

unframed

£600 - 800
€690 - 910
US\$740 - 990

62

Mg Tun Hla (Burmese, 1874-1946)

The south entrance to Shwedagon Pagoda, Rangoon

signed 'M.T. Hla' (lower right)

watercolour

21.9 x 28.9cm (8 5/8 x 11 3/8in).

unframed

£1,000 - 1,500
€1,100 - 1,700
US\$1,200 - 1,900

63

Mg Tun Hla (Burmese, 1874-1946)

Two views of the Irrawaddy River, Burma

both signed 'M.T. Hla' (one lower left, one lower right); both bear inscriptions (verso)

watercolour

one 15.5 x 25.1cm (6 1/8 x 9 7/8in); the other 14.9 x 23.5cm (5 7/8 x 9 1/4in).

Together with a smaller watercolour of a Burmese river scene by the same hand. (3)

all unframed

£700 - 900
€800 - 1,000
US\$870 - 1,100

64

Mg Tun Hla (Burmese, 1874-1946)

The Mandalay Palace moat; Fishermen on Inle Lake, Burma
both signed 'M.T.Hla' (lower right); the second bears an inscription
'Inlay Lakes' (lower centre)
watercolour
the first 19.1 x 34.6cm (7 1/2 x 13 5/8in); the second 17.5 x 32.1cm (6 7/8 x 12 5/8in). (2)
both unframed

£1,000 - 1,500

€1,100 - 1,700

US\$1,200 - 1,900

65

Mg Tun Hla (Burmese, 1874-1946)

A view across Mandalay Palace moat, Burma
signed 'M T Hla' (lower right)
watercolour
15.5 x 20.7cm (6 1/8 x 8 1/8in).

£600 - 800

€690 - 910

US\$740 - 990

66

Mg Tun Hla (Burmese, 1874-1946)

Figures climbing the steps of the south entrance to Shwedagon
Pagoda, Rangoon
signed 'M.T.Hla' (lower left)
watercolour
31.2 x 21.6cm (12 5/16 x 8 1/2in).
unframed

£800 - 1,200

€910 - 1,400

US\$990 - 1,500

67

Mg Tun Hla (Burmese, 1874-1946)

Two views in Burma: The Platform of Shwedagon Pagoda, Rangoon;
and Sagaing Hills, Mandalay
both signed 'MTHla' (lower right), the first bears a title and the artist's
name (on an old backboard); the second also bears a title (on the
backing card)
watercolour with traces of pencil
*the first 19 x 14.9cm (7 1/2 x 5 7/8in); the second 14.6 x 19cm (5 3/4
x 7 1/2in). (2)*

£800 - 1,200

€910 - 1,400

US\$990 - 1,500

68

Saya Saung (Burmese, 1898-1952)

Burmese figures beside the Mandalay Palace moat
signed 'MG. SAUNG' (lower left)
watercolour
35.9 x 26.4cm (14 1/8 x 10 3/8in).

£800 - 1,200

€910 - 1,400

US\$990 - 1,500

69

Saya Saung (Burmese, 1898-1952)

Mandalay Palace Moat; A Burmese temple
both signed 'MG SAUNG' (lower left)
watercolour
*one 26.6 x 36.2cm (10 1/2 x 14 1/4in); the other 25.1 x 35.2cm (9 7/8
x 13 7/8in)*
Together with two other watercolours by different hands: East Gate
Moat Entrance, Mandalay Palace, signed 'M Thein P/1932' (lower
right) and bears inscription in pencil (verso); Figures before a temple,
signed 'M. M. MYA.' (lower right).
(4)

£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,500

70

William Samuel Horton (American, 1865-1936)

Buddhist monks before a temple, thought to be in Burma
signed and dated 'W.S.HorTon-34' (lower right)
pastel
47 x 61.6cm (18 1/2 x 24 1/4in).

£600 - 800

€690 - 910

US\$740 - 990

Provenance

From the Estate of the Artist.
Private collection, UK.

71

British School, Late 19th Century

The Cantonment Gardens with the Shwedagon Pagoda beyond,
Rangoon, Burma
watercolour
30.8 x 42.8cm (12 1/8 x 16 7/8in).

£500 - 700

€570 - 800

US\$620 - 870

72*

BOTANICAL WATERCOLOURS - SRI LANKA

Album of 92 botanical watercolours of Sri Lankan plants and flowers,
*on paper, mounted on 38 stiff card leaves, all captioned with locations
and dates pictured on image, the 22 largest 500 x 345mm. (one per
page), others 2 to 4 per page (360 x 270mm., or slightly smaller),
modern half morocco, large oblong folio (435 x 630mm.), [1897-1900]*

£400 - 600

€460 - 690

US\$500 - 740

Attractive series of good amateur botanical watercolours executed at
various locations in Ceylon/Sri Lanka, including Kuranda-oya, Kandy
(Hillwood, Trinity College, Florence Villa), the botanical gardens at
Peradeniya, "Grand Oriental Hotel, Colombo", Hatton, the Rothschild,
and Chouleigh Estates at Pussellawa, the Galle Fort Hotel, and
Mazawattee Estate ("Maria Wattee").

73

Ethel M. Turner (British, active 1901-1914)

‘Colombo Harbour, Ceylon’

signed ‘ETHEL M TURNER.’ and inscribed with title (lower right)

watercolour heightened with white

18.4 x 31.4cm (7 1/4 x 12 3/8in).

£600 - 800

€690 - 910

US\$740 - 990

There are very few details known about the artist although she appears to have travelled widely. A watercolour of Mount Morgan Gold Mine, near Rockhampton, Queensland, is held in the National Library of Australia (Bib ID: 1159481) and a pair of watercolours depicting views in Singapore were sold at Christie's in 2006 (13 July 2006, lot 61).

74

Lydia Beresford Bruce (Late 19th/Early 20th Century)

Sri Dalada Maligawa (The Temple of the Sacred Tooth Relic), Kandy, Sri Lanka

signed and dated ‘L Beresford Bruce/1910’ (lower left)

watercolour

34.6 x 24.7cm (13 5/8 x 9 3/4in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,200 - 1,900

The Temple of the Sacred Tooth Relic is located in the royal palace complex of the former Kingdom of Kandy, which houses the relic of the tooth of the Buddha. Since ancient times the relic has played an important role in local politics because it is believed that whoever holds the relic holds the governance of the country. The relic was historically held by Sinhalese kings. The Temple of the Tooth is a World Heritage Site mainly due to the temple and the relic.

Lydia Beresford Bruce was the author and illustrator of *Sketches of Ceylon*, London, Cassell and Company, 1914.

75

John Beer (British, active 1895-1915)

‘The Badulla Races, March 11th 1892’, Sri Lanka

signed ‘John Beer’ (lower right); extensively inscribed (lower left)

watercolour heightened with white

21.3 x 33.7cm (8 3/8 x 13 1/4in).

£300 - 500

€340 - 570

US\$370 - 620

76

British School, 19th Century

The house of Reginald Downall at Dambatenne plantation, Haputale, Sri Lanka

inscribed on mount “Bungalow - Reggie Downall's in Ceylon”

watercolour

21 x 28.5cm (8 1/4 x 11 1/4in).

unframed.

£400 - 600

€460 - 690

US\$500 - 740

Reginald Beauchamp Downall (1843-1888) was a plantation owner in Sri Lanka. He owned many plantations, the last being Dambatenne near Haputale which was purchased by Sir Thomas Lipton. He also purchased *Barnes Hall*, now The Grand Hotel, in Nuwara Eliya.

77

YOUNGHUSBAND EXPEDITION - DIARY AND ARCHIVE

Archive relating to Lt. William Pyt Bennett, who served with RGA 7th Mountain Battery during the Younghusband Expedition to Tibet in 1903/4, including:

DIARY - Lett's Pocket Diary for 1904, WITH BENNETT'S MANUSCRIPT ENTRIES MADE DURING THE EXPEDITION, giving a detailed account of his activities day by day (see footnote) *in pencil or ink on every page for the year, between 10 and 33 lines, some captioned in heading ("Phari", Palla", "Gyantse", "Lhasa", etc.) in pencil or ink, contemporary maroon cloth, with slotted pencil, 12mo (125 x 80mm.), [1904]*

PHOTOGRAPHS - Fifty glass-plate photographs of Tibet taken during the Expedition by Bennett, *the plates (83 x 83mm.) in original box, with title index in ink pasted inside the lid (with later note by the author's son), [c.1904, printed slightly later]*

MENU - “Tibet Mission and Force Dinner, Saturday, July 5th, 1913. Trocadero Restaurant, London, W.”, attended by Younghusband, the photographer John Claude White, Colonel Brander, Bennett and 14 others from the Expedition, *2-page pictorial menu and pictorial wrappers (with title and list of guests), tied as issued on spine in purple, green and white (the colours of the Tibet Medal ribbon), 4to (230 x 190mm.), 1913*

BOOKS - WADDELL (AUGUSTINE) Lhasa and its Mysteries with a Record of the Expedition of 1903-1904, *second edition*, John Murray, 1905--LONDON (PERCEVAL) Lhasa. An Account of the Country and People of Central Tibet and of the Progress of the Mission Sent There... 1903-04, 2 vol., FIRST EDITION, Hurst and Blackett, 1905, *both with ownership inscription of W.P. Bennett, plates, publisher's cloth, worn, 8vo*

PORTRAITS - Painting of a young W.P. Bennett in his RGA uniform, seated three-quarter-Length, *oil on wood, framed, image to view 160 x 115mm.*; Two copies of a photograph of W.P. Bennett in World War I uniform, quarter-length, *one framed, one tinted in case, [c.1915]*, together with a few other items, including Bennett's “Himalene Respirator” (small group)

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,700

‘312 DEAD TIBETANS COUNTED. AN AWFUL SLAUGHTER’ - The pocket diary kept by Lt. William Pyt Bennett during the Younghusband Mission to Tibet, which resulted in the signing of the Lhasa Convention, effectively making Tibet a British protectorate.

Bennett provides a compelling insight into the life and mindset of a British officer during the campaign, the bloodshed and the wonder, the tone set on 7 January: "The General got news that about 2,500 Tibetans were collected near Tuma, our next march. Hope it's true & that they'll show fight. A magnificent sunset behind the Sacred mountain". The early months included occasional skirmishes, marches and setting of camps (Chumbi, Gautsa, Chuggia), and local incidents - "... a dooly bearer was brought in... with his throat cut... probably the result of a drunken quarrel" (Feb. 17); "fracas with an officer of the 22nd Pioneers who made himself rather objectionable" (2 March); "a flogging parade at 9, for the 4 malefactors that were court martialled... two of them were mere boys" (7 March); "Up to Kujia monastery..., interesting, wish I had my camera, must go there again [he did]" (8 March), prior to a move on 30 March to Guru to "establish a post there, much elated as the Tibetans will probably oppose the advance (30 March)", which they did the following day resulting in "312 dead Tibetans... an awful slaughter. Horrible spectacle of dead and wounded. Bodies of Phari... almost stripped naked... back at 7, very weary... altogether fired 36 rounds". A week later Bennett records that in articles about this engagement "the Indian papers run it down very much but the home papers seem to take a more liberal & reasonable view".

He goes on to record: "marched to Guru valley [about 15,000 feet]... passed a lot of dead bodies still unburied" (4 April); "11 mile march... Col. Younghusband walked part of the way with us... had to shoot a mule [Bennett often involved with the mules] & made rather a mess of it... our bread run out & had to eat chapattis" (7 April); and describing meeting resistance from the Tibetans, whose "total losses estimated at nearly 200 killed. They stood their ground very well but their shooting was quite [?] Mediaeval" (10 April). Marching up to 18 miles a day, "we lost Capt. Bethune & 4 Sepoys killed... sad about poor Bethune, an exceedingly nice chap" (8 May). He arrived at Gyantse on 24 May under "a very heavy fusillade... first experience of being under fire. Not pleased to have 3lbs shot whizzing past", and was involved in the capture of Palla where they "caught 3 armed Tibetans at our rear, they were beheaded, so as not to make a noise... Garstin R.E. was shot through the forehead & died... no sooner had I started a cup of Cocoa than we were ordered again to our original position. Col. Younghusband very kindly gave me a glass of port... got back at 7.30, part of village in full blaze. Bed at 9.30" (26 May). Over the following month there were several skirmishes and advances: "burnt 8 villages, got plenty of cattle & sheep out of them..." (8 May); "The Gurkhas post bagged 8 Tibetans" (18 June); at Tse Chen "sappers did a good deal of demolition in the monastery we shelled yesterday" (29 June), prior to an armistice on 30 June to allow the arrival of "a big Lhasa official", the first of several meetings ("the Ta Lama... came to see Col. Younghusband. Result of negotiations practically nil").

On 1 July Bennett "broke open several idols but found nothing. Bought a very fine scroll from a Pathan" and also "found" carpets and "an enormous shamianic tent lined in silk" (later cut up and divided amongst fellow officers by the drawing of lots). On 9 July at Tsechen he "went round the village & monastery in search of loot. Found the Pathans had smashed open nearly all the brass idols with axes... got nothing for myself except two small bit of embroidery". By 2 August the Mission was approaching Lhasa ("first impressions rather disappointing. Only saw a large gumpa on top of a conical hill"), the following day the "Chines Amben came to visit Col. Younghusband... arriving in a very nice sedan chair... took a couple of photos but light awfully bad", and on 7 August accompanied Younghusband into Lhasa ("beastly dirty & full of smells. The Potada a most magnificent place. The Chinese quarter quite nice"). Bennett and the Mission began the return journey to India, generally peaceful, on 23 September.

Bennett was an enthusiastic and accomplished photographer, and as evidenced in the diary, took every opportunity to take photographs, sending copies of prints to his old teacher John Bain, Lady Franklin, and also London periodicals ("editor of Black & White magazine returned 3 photos I sent him, & ILN have accepted 1 of 15 I sent them. Hoped for more success", 1 April). On 12 June he was happier, hearing that the *Illustrated London News* had published five of the photographs he had taken of Gyantse, perhaps including one he made on 19 May: "Took what I hope will be a good photo of a plough drawn by 2 yaks, Tibetan woman behind sowing...". The collection of photographs of Tibet sent by Bennett to his old Marlborough master John Bain (often referred to in our diary) was sold by Bonhams on 27 March 2012 (lot 219), and Bennett's collection of fellow photographer John Claude White's views of Tibet was sold in these rooms on 5 October 2010 (lot 224).

Provenance: Lt. William Pyt Bennett (1880-1916), who served with RGA 7th Mountain Battery (commanded by Major Fuller) throughout the mission. He died at the Battle of the Somme, 1916; thence by descent.

78

YOUNGHUSBAND EXPEDITION - TIBET MEDAL 1903-4

The Tibet Medal 1903-04, in silver, awarded to Lt. W.P. Bennett, 7th Mountain Battery, Royal Garrison Artillery, *the obverse of the medal bearing the head of King Edward VII, the reverse depicting the Potala palace in Lhasa and lettered "Tibet 1903-4", recipient's details engraved on rim, with ribbon and "GYANTSE" clasp*, [1904]

£500 - 800

€570 - 910

US\$620 - 990

The Silver Tibet Medal awarded to Lt. William Pyt Bennett, who served with RGA 7th Mountain Battery during the Younghusband Expedition to Tibet in 1903/4.

Provenance: Lt. William Pyt Bennett (1880-1916); thence by descent.

WHITE (JOHN CLAUDE) AND THEODORE HOFFMANN

An archive of photographs of Tibet, Himalayas, Sikkim and Himachal Pradesh by, or attributable to J.C. White, Johnston & Hoffmann and others, with related archival material, including:

Tibet, 4 groups and views, including "Group of Nuns, Tibet"; "The Abbot at Khambajong, Tibet", "Khambajong, Tibet", and "Mount Everest from Khambajong, Tibet", *platinum prints by White, captioned in pencil with titles and "Johnston & Hoffmann, Calcutta" on verso, 225 x 290mm.*; with a further group of 17 images of Tibet groups and landscapes, attributable to White, *platinum or carbon prints, 8 on album card (recto and verso), 145 x 198mm., and smaller*

Himalayan mountains, including Kanchenjunga, ten fine views of the mountain ranges and glaciers, attributable to Hoffmann, *silver gelatin prints, typically 165 x 215mm., one larger and frayed at edges*

Aftermath of the 1905 Kangra earthquake in Himachal Pradesh, six views including Dhamsala, Palampur Bazar, street in Juwalamukhi, and "Chari Village, whole village destroyed", *platinum prints, captioned in pencil on verso, 165 x 220mm.*

A group of approximately 30 photographs, including 2 views of local porters ("Our coolies who carried all our bedding etc. [seemingly also Mrs. Hoffmann] when we went to Phulut [Phalut, Sikkim]", 2 views of Johnston & Hoffmann's photography studio, 2 images signed by Bourne in the negative, 7 views of the interior of an English resident's home, 5 possibly Thai or Malay portrait studies including an unusual image of a monk and skeleton, young women etc., *albumen prints, typically approx. 240 x 290, some smaller, some mounted in an album*

James Baillie Fraser, a group of 11 photographs after Fraser's views of Calcutta etc., *carbon prints, 185 x 280mm.*

Three old albums, including photographs [see above], approximately 35 pencil drawings (some of Indian groups), an ink drawing captioned "Herr Hoffmann", newspaper cuttings (one recording the Hoffmanns as passengers on the P. & O. Steamer *Arabia* headed to London, another a record of Hoffmann's method of photographing the Himalayas), and printed ephemera, including a letter addressed to Mrs Hoffmann asking her to support the Linen League, a Simla theatre programme etc.

A group of approximately 35 photographic images of ?West African groups, scenes etc., *gelatin silver prints, including 15 photographic postcards, some with remnants of mounting on verso, 85 x 135mm., or smaller, [c.1895-1905] (small quantity)*

£1,000 - 2,000

€1,100 - 2,300

US\$1,200 - 2,500

Provenance: Theodore Julius Hoffmann (c.1855-1921) and his wife, from internal evidence of albums. Hoffman founded the photography studio of Johnston and Hoffmann in Calcutta in 1882, opening another branch in Simla in the 1890s. In July 1891 he accompanied John Claude White on a trip to the Himalayas, later publishing White's photographs. The archive includes several images of Tibet by White, with pencil mark of Johnston and Hoffmann on the verso, and the albums include an ink portrait of "Herr Hoffmann", a letter addressed to Mrs. Hoffmann, and various newspaper cuttings making reference to the couple.

YOUNGHUSBAND EXPEDITION

'Photographs of Tibet 1904', two albums of photographs (one with integral manuscript account), compiled by Hubert Cecil Delacour Jarrett, one devoted to the Younghusband Tibet Expedition of 1904 whilst he was serving as a Lieutenant with the 19th Punjab Regiment, the second covering his career from 1895 to 1910 including the punitive expedition against the Zakka Khel, Bazar Valley in the North West Frontier, regimental groups, etc., *the lot comprising:*

'Photographs of Tibet 1904', *84 albumen or gelatin silver prints (images approx. 100 x 120mm., mounted between 2 and 4 per page), 11 very small photo portraits of Herbert and fellow officers, 2 printed images, 16 full-pages of text by Jarrett, on stiff card leaves, some loose, contemporary half morocco, covers detached, worn, [1904], oblong folio*

Album relating to Jarrett's career in India, including views of India (Mumbai, Multan, Lahore, Umballa and Kasauli, Solon, etc.) and military groups (mostly XIX Punjabis, both British and Native Officers), *106 albumen prints (of which 38 full-page, others various sizes), contemporary half morocco, spine defective, [c.1895-1910], oblong folio*

Items relating to Hubert Jarrett's career with the 19th Punjab Regiment, comprising his mounted miniature group of six medals (which include his Tibet and Punjab Frontier 1897-88 medals), cap badge, insignia and a coronet badge (6)

£6,000 - 8,000

€6,900 - 9,100

US\$7,400 - 9,900

"WE PASSED THE SCENE OF THE FIRST ENCOUNTER WITH THE TIBETANS AT GURU SPRINGS. THEY LOST ABOUT 600 KILLED HERE IN ABOUT TEN MINUTES... A good lesson to this [sic] poor misinformed creatures whose lamas assure them they will wake up again shortly after being hit by bullets... most of the bones were still above ground when we pass today, but of course only skin and bone".

A first hand account by Hubert Cecil Delacour Jarrett (1876-1919) of the 19th Punjab Regiment, of his part in the Younghusband Mission to Tibet in 1904, illustrated with upwards of eighty (mostly) privately taken photographs. Sent in support of the original Legation led by Col. Younghusband, Jarrett's regiment set off from Ferozpur [Ferozepur] on 29 June 1904, travelling through Sikkim into Tibet returning to Jalandhar [Jullundur] on 5 November 1904. He logs the places visited, sights seen, conditions and health ("so to bed as usual, sopping wet & tired") as they travel through Gantok (where the photographer and Political Agent John Claude White "has a very charming house... with an English garden & inside the house made me long to be in England"), Karkajong ("A shocking road for the most part but with coolies, not trouble with the transport"), Changu, on 14 July "over the Sibul-La, then the dreaded Nathu-La [a photograph depicts men here] into Tibet... A fine view into Tibet from the top of Nathu but I was past all views & such like them and only wanted a roof & my bedding"), Phari Jong ("A filthy dirt fort with accumulated dust of decades inside"), Dochen, Gyantse and Kangma, where Jarrett made an unsuccessful attempt at looting, "... nothing worth taking. I tried the jewel like ornaments in a whopping great Buddha about 12 feet high but found they were only glass. A bayonet is a fine thing for digging out things!"), and wrote of the monastery that it was "stiff with evil looking & evil smelling monks".

On 7 September Jarrett records that "peace and a treaty was signed at Lhasa [sic] by Colonel Younghusband & the Tibetan authorities. This ends the show & I suppose everyone will trek back to India... I hope we don't stay up for the winter", and on the 16th he and several other officers from the Regiment begun their return journey. At one point whilst out shooting near Chumbi he came across "a deserter from the coolie corps at Phema who was starving, but preferred that to doing any work... I bought him into Rhinchingong for the night & handed him over to Captain Kirkwood 98th Infantry next day...". The journal finishes "and so ends my part of the Tibet mission for which we get the medal but without clasp". Despite seeing no active action Jarrett's journal and album provide good insight in the support mission to Tibet.

Property of the Descendants of Frederick Marshman Bailey

81

BAILEY (FREDERICK MARSHMAN)

An exceptional and extensive archive of diaries, photographs, books, instruments and other materials belonging to the Central Asian explorer, "Great Game" exponent, linguist, lepidopterist and diplomat Frederick Marshman Bailey, including:

POCKET DIARIES - Four diaries, with daily entries, kept by Bailey, including; for June 1909-May 1922, covering his explorations in Tibet and Assam and discovery of the Tsangpo Gorge, action at Ypres and Gallipoli, postings to Bhutan, Shustar in Persia and Kashgar in Chinese Turkestan, Tashkent and Bokhara with engagement of Bolsheviks at the height of "Great Game", and on 7 April 1921 his marriage ("married!", the only exclamation mark throughout), some of the names in the Tashkent period seemingly entered later having been left blank; for June 1922-February 1941, covering his time as political officer in Sikkim, diplomatic visits to Tibet, Bhutan, followed by India, and as British minister in Nepal; for February 1941-October 1948; for November 1948-March 1963

PHOTOGRAPH ALBUMS - Seven photograph albums covering Bailey's career in Tibet, Bhutan, Sikkim, Nepal, Himalayas China, India, Tashkent and Bokhara, and elsewhere from 1905 to 1938, *upwards of 10000 mostly gelatin silver prints taken with private cameras, the majority captioned on mount, images mostly small mounted between 2 and 20 per page, different contemporary bindings, worn, various sizes, [c.1905-1938]; together with small group of enlarged photos (Tibetan women, Himalayas, etc.)*

VISITORS BOOKS - Three visitors books belonging to Bailey, covering the years 1901 to 1960s and including signatures of Sven Hedin, Francis E. Younghusband, Nicholas Roerich, etc.

RUSSIAN DIARY - "Major Bailey's Russian Diary 1918-20", *typescript, 250pp. (recto only), with some ink annotations and corrections, cloth; together with a 10-page typescript of a letter sent by Bailey to his mother, from Sarakhs, Persia, "... I have at last got away from the Bolsheviks..."*, 10 January 1920

CAREER PHOTOGRAPHS - A collection of approximately 40 portrait or group (regimental, school etc.) images of Bailey, from his childhood, early military and later military career, fancy dress (Tibetan costume), to old age, *albumen and gelatin silver prints, some cabinet, or mounted, various sizes*

GLASS VERASCOPE SLIDES - TIBET, SIKKIM, ETC. A collection of approximately 2000 glass slides, mostly by Bailey (and perhaps his wife Irma), including views of Nepal (c.350), Sikkim, Bhutan, Tibet etc. (c.250), India and Kabul (c.350), China and the far east (c.300), butterflies, birds and flowers (c.300), rest of World (c.400), *the majority captioned on the negative, in boxes or trays, each 110 x 50mm., c.1925-1936; together with Bailey's Verascope camera in original leather case*

BOOKS - BUCHAN (JOHN) The Last Secrets. The Final Mysteries of Exploration [chapter 2 "The Gorges of the Brahmaputra" relates to Bailey's expedition], **TYPED LETTER TO BAILEY SIGNED BY THE AUTHOR** (*dated 14 May 1923*) *loosely inserted, bookplate of Irma Bailey, dust-jacket*, Nelson, 1923--32nd Sikh Pioneers Regimental History. Vol. II [only]. Sikkim and Tibet, 1903-1904, Printed for Private Circulation, [1905]--**BAILEY (F.M.)** China-Tibet-Assam, J. Cape, [1945]--**MACLEAN (FITZROY)** A Person from England and Other Travellers [chapter "All is Known to Finkelstein" devoted to Bailey's Tashkent episode], **PRESENTATION COPY TO BAILEY inscribed "For Eric [F.M.B.] and Irma from Fitzroy 1958", and with 10 typed letters, 2 autograph letters and one postcard (sent from Tashkent in 1958, "You would hardly recognise this place") to Bailey, loosely inserted, dated 1949 to 1958, Cape, [1958]; and a few others**

THREE DRAW TELESCOPE, *brass, in original leather field case stamped with initials F.M.B[Bailey].", closed length 270mm.,* Ross of London, [early 20th century]; together with an early 20th century aneroid barometer in case; two early 20th century watches, including a silver plated keyless wind Swiss lever 'goliath' 8-Day pocket watch, 65.5mm., and a base metal keyless wind Swiss lever 'dashboard' 8-Day clock/pocket watch, 69mm.

WATERCOLOURS OF BUTTERFLY LARVAE, NEPAL - A collection of 10 watercolours by Bailey, *with pencil annotations*, c.1935-1938

MISCELLANEOUS - Approximately 20 family photographs of his wife, father and family; watercolours of his mother's home at Serampore, India; photographs of General Havelock; approximately 30 modern prints from Bailey's negatives, including images of him at Tashkent; later correspondence, a taped interview with Bailey etc.

SILVER - Cigarette box, *the lid inset with 3 gold coins, 65 x 90 x 90mm.,* Goldsmith & Silversmiths Co. Ltd, 1920; Small oval silver medallion engraved "Lt. Colonel F.M. Bailey, C.I.E., Hill House, Northrepps, Cromer", *with chain, stamped "silver", approx. 20 x 23mm.;* Menu/Place marker with stand and detachable section modelled in the shape of the emblem of the 32nd Sikh Pioneers, *engraved "Presented to the Officers, 32nd Pioneers by Capt. F.M. Bailey. 1909"*, Goldsmith & Silversmiths Co. Ltd, 1909, etc. (large quantity)

£6,000 - 8,000
€6,900 - 9,100
US\$7,400 - 9,900

"SINCE THE DAYS OF MARCO POLO AND BEFORE, CENTRAL ASIA HAS ALWAYS ATTRACTED GREAT TRAVELLERS AND ERIC [F.M. BAILEY], TO MY MIND, WAS ONE OF THE GREATEST OF THESE... [a man who] marched to Lhasa with Younghusband; had explored single-handed the borderlands of India and Tibet and the sources of Brahmaputra; had done battle with strange tribesmen... and give his name to Mecaonopsis Baileyi, the celebrated Himalayan blue poppy" (Fitzroy Maclean, preface to A. Swinson, *Beyond the Frontiers. The Biography of Colonel F.M. Bailey explorer and special agent*, 1971).

Frederick Marshman Bailey (1882-1967), born in India, began his career as a Lieutenant (32nd Sikh Pioneers), accompanying the Younghusband Mission to Lhasa (1903-4). He subsequently undertook exploration in Tibet (1911-13), combining surveying duties with an interest in botany and lepidoptery, for which he was awarded in 1916 his Gold (Patron's) Medal of the Royal Geographical Society "for explorations on the border of India and Tibet... and especially for tracing the course of the Tsang-po-Brahmaputra". In 1921, he received the Livingstone Medal of the Royal Scottish Geographical Society.

During the First World War he was wounded twice, at Ypres and Gallipoli (1914-15), after which he was sent as an agent to Tashkent via Kashgar to assess the strength of the Bolshevik regime in that region, an exceptional "Great Game" episode. His later political appointments included being the British Political Officer to Sikkim, Bhutan and Tibet (1921-28), British Minister of the Court of Nepal (1935-38), and King's Messenger (1942-43). During this time he still had time to pursue a serious study of butterflies and zoology (he "discovered" the Himalayan blue poppy), his collections of specimens being presented to the Natural History Museum in London, and Metropolitan Museum in New York.

Including both Bailey's pocket diaries, and his own private photograph albums covering his full career from early explorations in Tibet, Bhutan and the Himalayas to his activities as a secret agent in Tashkent and Bokhara, and later diplomatic postings throughout the region, the archive provides a rare insight into the life of Bailey, "a Great Game player to his very fingertips" (Peter Hopkirk, prologue to Bailey's *Mission to Tashkent*) and pioneering explorer. Of the photographs approximately 80 relate to his time at Tashkent including 3 portraits of himself dressed in the guise of a Russian, a Serbian and an Austrian, "Bolshevik troops", street scenes, and local dignitaries in addition to his dog "Zep", approximately 150 of Kashgar and Tashtura, upwards of 150 of Gyantse, Chumbi, Tsangpo and the region, images of Bailey with the Bhutan kings, fine series of informal images of the Naga peoples, later career in Kohat, Sikkim and Basra, etc.

Provenance: Frederick Marshman Bailey (1882-1967); thence by descent.

82*

DALAI LAMA

Portrait of Thubten Gyatso, 13th Dalai Lama of Tibet (1876-1933), seated in European chair with table and flowers against a studio backdrop, *platinum print, mounted above red seal and caption, image 270 x 210mm.*, [Calcutta, c.1911-12]; idem, seated, *gelatin silver print, mounted, several marginal surface abrasions, image 280 x 230mm.*, [c.1911-12]; "The 13th Dalai Lama taken in Lhasa by F.M.B[Bailey] in 1924", *seated in Palace, mounted above red seal and caption, framed and glazed, with typed label on verso, image 160 x 202mm.*, [1924]--Portrait group of Thubten Choekyi Nyima, and entourage, by Johnston & Hoffmann, *platinum print, mounted on original J. & S. card, six others (including "Lama Lobsang his favourite attendant") identified on mount in Bailey's hand, image 185 x 310mm.*, [Calcutta, c.1911]; and another platinum portrait of an unidentified Tibetan official, by Edna Lorenz, *Calcutta, mounted on card, image 282 x 200mm.*, 1925 (5)

£1,500 - 2,500
€1,700 - 2,900
US\$1,900 - 3,100

Includes three fine portraits of the 13th Dalai Lama, one of which was taken by F.M. Bailey in 1924. Bailey had been appointed political officer in Sikkim in 1921, and "while living in Gangtok for seven years, he was able to travel into Tibet and Bhutan. He became a personal friend of the Dalai Lama, with whom he could [as a fluent Tibetan speaker] converse freely" (ODNB).

Provenance: Frederick Marshman Bailey (1882-1967); thence by descent.

83

BAILEY (FREDERICK MARSHMAN) - MEDALS

An important collection of medals, including C.I.E., Royal Geographical Society Patron's gold medal, Royal Scottish Geographical Society gold medal, and campaign group of seven, awarded to F.M. Bailey, comprising:

The Most Eminent Order of the Indian Empire, (C.I.E.), Companion's neck badge in gold and enamel, converted from a breast Badge

Tibet 1903-04, 1 clasp, Gyantse (Lieut F. M. Bailey 32nd Sikh Pioneers.); India General Service 1908-35, 2 clasps, Abor 1911-12, Afghanistan N.W.F. 1919 (Capt F. M. Bailey Pol Dept.); 1914-15 Star (Maj. F.M. Bailey. C.I.E.); British War and Victory Medals (Major F. M. Bailey.); Jubilee 1935; Coronation 1937; Romania, Order of the Crown, Commander's neck badge with swords, silver-gilt, silver and enamel (The above campaign medals court mounted as worn. With corresponding miniatures)

Royal Geographical Society, Patron's gold medal, *glazed, 22ct. gold, total weight 150.2g, engraved ("Captain Frederick Marshman Bailey, C.I.E., 1916.") on rim, in Wyon case of issue, 1916*

Royal Scottish Geographical Society gold medal, *22ct. gold, 202.7g, engraved ("Col. Frederick M. Bailey C.I.E. 1921") on rim, in fitted morocco case of issue, embossed with details and name on upper cover, 1921*

Major General Sir Charles Macgregor K.C.B. C.S.I. C.I.E. Memorial medal, silver, *engraved ("Awarded to Captain F.M.Bailey. Indian Army for Valuable Reconnaissance Work 1914")*, 1914

Nepal. King Tribhuvan Silver Jubilee 1936, *with ribbon with mount*

London International Stamp Exhibition 1950 medal, engraved (Awarded to Lt Col F.M.Bailey), *in Royal Mint case of issue, 1950*

Together with several other miscellaneous medals, and documents, including the notification for the award of the C.I.E. (group)

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

EXCEPTIONAL GROUP, INCLUDING THE ROYAL SCOTTISH GEOGRAPHICAL "LIVINGSTONE" GOLD MEDAL, ROYAL GEOGRAPHICAL SOCIETY'S PATRON GOLD MEDAL, AND C.I.E.

Frederick Marshman Bailey (1882–1967), born in India, began his career as a Lieutenant (32nd Sikh Pioneers), accompanying the Younghusband Mission to Lhasa (1903-4). He subsequently undertook exploration in Tibet (1911-13), combining surveying duties with an interest in botany and lepidoptery, for which he was awarded in 1916 his Gold (Patron's) Medal of the Royal Geographical Society "for explorations on the border of India and Tibet... and especially for tracing the course of the Tsang-po-Brahmaputra". In 1921, he received the Livingstone Medal of the Royal Scottish Geographical Society.

During the First World War he was wounded twice, at Ypres and Gallipoli (1914-15), after which he was sent as an agent to Tashkent via Kashgar to assess the strength of the Bolshevik regime in that region, an exceptional "Great Game" episode. His later political appointments included being the British Political Officer to Sikkim, Bhutan and Tibet (1921-28), British Minister of the Court of Nepal (1935-38), and King's Messenger (1942-43).

Provenance: Frederick Marshman Bailey (1882-1967); thence by descent.

84

BAILEY (FREDERICK MARSHMAN) - MEDALS

The silver Tibet Medal 1903-04 to Bearer Lodri of the 32nd Sikh Pioneers; The bronze Tibet Medal 1903-04 to Pte Servt Aung Sung, *the obverse of the medals bearing the head of King Edward VII, the reverse depicting the Potala Palace in Lhasa and lettered "Tibet 1903-4", each with ribbon and clasp Gyantse, some rubbing, the second with part of the name officially corrected, 1904 (2)*

£500 - 700
€570 - 800
US\$620 - 870

Two medals presented in relation to the Younghusband Expedition to Tibet in 1903-04.

Provenance: Frederick Marshman Bailey (1882–1967). With the medals are typed labels noting that the Silver medal was "awarded to F.M.B[ailley]'s servant, Lodri. Found in Gangtok bazaar by F.M.B.", and the Bronze medal was "awarded to Sir Henry Hayden's servant, Aung Sung. Found by F.M.B. in Darjeeling bazaar". Hayden (1869-1923) was a geologist for the Geological Survey of India, and accompanied the Younghusband Tibet Frontier Commission of 1903-04; thence by descent.

85

BAILEY (FREDERICK MARSHMAN) - MEDALS

A pair of medals presented to F.M. Bailey's father Major (later Lieutenant-Colonel) Frederick Bailey of the Royal Engineers, comprising: India General Service 1854-95, *1 clasp*, Bhootan (Lieut F.Bailey. Royal. Engrs); France, Mérite Agricole, breast Badge, *silver-gilt, silver and enamel*; with corresponding miniature of the first and certificate on vellum for the French award, dated 31 January 1886; together with a French medal awarded to Bailey "for Forestry work in France"; a cabinet portrait of him in uniform by Maull & Fox; a few other certificates relating to his career, and one signed by Queen Victoria relating to John Clark Marshman (small quantity)

£400 - 600
€460 - 690
US\$500 - 740

Provenance; Major F. Bailey, Royal Engineers; his son, Frederick Marshman Bailey (1882–1967); thence by descent.

86

BAILEY (FREDERICK MARSHMAN) - BHUTAN GOLD MEDAL

Maharaja Ugyen Wangchuck Medal, First Class, GOLD, *22ct. gold, total weight 64.3g.*, 1907; sold with a fine portrait photograph of Jigme Wangchuck, the 2nd Druk Gyalpo or king of Bhutan, and his wife Phuntsho Choden, *gelatin silver, framed and glazed, image 390 x 230mm.*, SIGNED BY THE SITTERS (*one on the image, one on the mount*), 1935 (2)

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

RARE FIRST CLASS GOLD Maharaja Ugyen Wangchuck Medal, issued to commemorate the coronation, in December 1907, of the first King of Bhutan, and thereafter conferred as a reward for distinguished and meritorious services to the state.

Provenance: Frederick Marshman Bailey (1882-1967); Bailey first had dealings with Ugyen Wangchuk when they both accompanied the Younghusband Expedition to Tibet in 1903-04. At the time Wangchuk was Penlop of Trongsa, acting as translator and mediator. He was elected King in 1907, after which Bailey travelled extensively in Bhutan, particularly when posted in Chumbi, and later as political agent of Sikkim; thence by descent.

87

BAILEY (FREDERICK MARSHMAN) - RGS GILL MEMORIAL AWARD

"Royal Geographical Society: Gill Memorial 1912. Awarded to Captain Frederick Marshman Bailey. For his Journey through South-Western China and Eastern Tibet to Sadiya via Batang, Menkong and Rima: part of it through previously unexplored Country", *silver 2 handled tray, engraved with presentation inscription beneath RGS emblem, 142 troy ounces, approx. 480 x 780mm.*, hallmarked Hutton & Son Ltd., 1911; sold with the original Gill Memorial certificate signed by Lord Curzon, RGS President and others (2)

£2,000 - 2,500
€2,300 - 2,900
US\$2,500 - 3,100

A large silver tray presented to Captain F.M. Bailey on his winning the Royal Geographical Society Gill Memorial Award for 1912, presented in recognition of the remarkable journey he undertook from western China, through south-eastern Tibet to the Mishmi Hills in Assam "at a time when hostilities between Chinese troops and Tibetans made the journey extremely hazardous" (*Journal of the Royal Central Asian Society*, vol. 54, no.2, Obituary, 1967). In his retirement he described the events in *China-Tibet-Assam. A Journey, 1911* (1945).

Bailey had been elected a Fellow of the RGS in 1906, and in 1916 was also to be awarded the Gold (Patron's) Medal of the RGS "for explorations on the border of India and Tibet... and especially for tracing the course of the Tsang-po-Brahmaputra".

Provenance: Captain Frederick Marshman Bailey (1882-1967); thence by descent.

TIBETAN SILVER

A group of Tibetan ritual boxes, plates, bowls and covers, *silver and parcel-gilt, various sizes*, Tibet, late 19th or early twentieth-century; together with a Menu/Place marker with stand and detachable section modelled in the shape of the emblem of the 32nd Sikh Pioneers, *engraved "Presented to the Officers, 32nd Pioneers by Capt. F.M. Bailey. 1909"*, Goldsmith & Silversmiths Co. Ltd, 1909 (13)

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,700

TIBETAN SILVER ITEMS BELONGING TO A MEMBER OF THE YOUNGHUSBAND EXPEDITION, WHO LATER WON THE RGS GOLD PATRON'S MEDAL FOR EXPLORATIONS UNDERTAKEN IN TIBET.

Items include seven elaborately chased hinged boxes, *various shapes, the largest 75 x 125 x 40mm.*; four footed bowls, *the largest approximately 125mm. high and 235mm. diameter at top*; one lid with bead finial.

Provenance: Frederick Marshman Bailey (1882–1967). Bailey was a Lieutenant in the 32nd Sikh Pioneers, and accompanied the Younghusband Mission to Lhasa (1903-4). He subsequently undertook exploration in Tibet (1911-13), combining surveying duties with an interest in botany and lepidoptery. Following this, in 1916 was awarded the Gold (Patron's) Medal of the Royal Geographical Society "for explorations on the border of India and Tibet... and especially for tracing the course of the Tsang-po-Brahmaputra". In 1921, he received the Livingstone Medal of the Royal Scottish Geographical Society.

During the First World War he was wounded twice, at Ypres and Gallipoli (1914-15), after which he was sent as an agent to Tashkent via Kashgar to assess the strength of the Bolshevik regime in that region, an exceptional "Great Game" episode. His later political appointments included being the British Political Officer to Sikkim, Bhutan and Tibet (1921-28), British Minister of the Court of Nepal (1935-38), and King's Messenger (1942-43); thence by descent.

George Strahan (British, 1839-1913)

The Gagangir Gorge, near Sonamang, India
watercolour

33.3 x 23.8cm (13 1/8 x 9 3/8in).

£300 - 500

€340 - 570

US\$370 - 620

IMPEY - AMATEUR PHOTOGRAPHY IN INDIA, NEPAL AND BRITAIN

Important album of photographs of India, Nepal, and British Isles, compiled by Capt. Eugene Clutterbuck Impey, *94 albumen prints (of which 49 full-page, largest 360 x 285mm., others mostly half-page, approximately 25 smaller) on 96 sheets (mostly mounted recto only), approximately 30 leaves elaborately decorated in the margins with ink sketches, some images captioned in ink beneath the image, several identifying the photographer, some (Bourne, Shepherd, Craddock) signed in the negative, approximately 7 sheets with later childish drawings or magazine cuttings pasted to blank versos, contemporary morocco gilt, captioned "Capt. E.C. Impey. Amateur Photographic Association Prize 1863" on the upper cover, g.e., some abrasions, folio (455 x 345mm.), [c.1860-1865]*

£15,000 - 25,000

€17,000 - 29,000

US\$19,000 - 31,000

PRIZE AMATEUR PHOTOGRAPHIC ASSOCIATION ALBUM, INCLUDING IMAGES OF INDIA BY EUGENE CLUTTERBUCK IMPEY, IMPORTANT EARLY VIEWS OF NEPAL BY CLARENCE C. TAYLOR, AND FINE LANDSCAPES AND STILL-LIFES BY 1860S PHOTOGRAPHERS, many associated with the Amateur Photographic Association. Founded in May 1861, each year members supplied the Association with negatives for printing in exchange for prints from other members. "Prize Albums" such as this belonging to Impey appear to have been awarded to winners in annual competitions, then the contents added by the owner. In this case Impey has included many fine amateur photographers (some based, as himself, in Asia) with fine examples of Indian views by Bourne, Shepherd and other noted professional photographers.

Images include:

Group of six views, and one portrait group of Nepal by Clarence Comyns Taylor (1830-1879), who "made what are possibly the earliest photographs of Nepal... [which] won a medal at the 1864 exhibition of the Bengal Photographic Society" (J. Falconer, *A Biographical Dictionary of 19th Century Photographers in South and South-East Asia*), comprising: "... a Lama - Baadhist high priest. Photo Capn. C.C. Taylor, Nepal"; "Katmandoo - Capital of Nepal", "Part of Palace, Katmandoo - Nepaul", "Temples of Katmandoo Nepal. Photo Capn. C.C. Taylor", "Temples and Palace at Patun, ancient capital of Nepaul", "Sir Jung Bahadoor. Colonel Ramsay Resident", "Pushduddeenath sacred temples and place of cremation of the Nepalese nr. Katmandoo - Nepal".

Indian subjects include works by E.C. Impey (20, including "Ruins at the Kootub near Delhi" and "Corridor at the Kaatub near Delhi, 1860", the others of Mount Aboo, Dilwara temples and surrounds); Samuel Bourne (13, of which 9 large including views in Kashmir, Punjab, Himalayas, Lucknow, Dhurmsala); Shepherd (2, "Pathans from the Peshawar Valley"; "Peshawar Valley..."), Craddock ("At Lahore, Punjab", signed with numeral 316 in the image); Portraits and groups including Maharajahs of Jaipur and Jodhpur, three female musicians, "Woman of the Meena Caste"; Colonial groups including "The Viceroy Supreme Council of India..., Simla 1864", "Political & Other Officers from Rajputana, Agra 1866", large portrait of "Major [James] Grant. Bengal Army - the African Explorer", "Political Officers Mount Aboo 1868" (including Impey), "Calcutta - February 1865" (group including Impey), "Major W.H. Lees L.L.D., Calcutta 1865", "Lord Mayo's Reception of the Ameers of Cabul, Peshawar 1870"; other views include "Attock on the Indus", "The Hermits Cell - Hurdwar", several of Chubma region including groups of local inhabitants, "Eden Gardens,

Calcutta, after the Cyclone October 1864" with an image of same view before the cyclone; series of 8 scenes from an 1865 theatrical performance held at Simla in 1865, with all the performers identified.

As with the views of India the British views, mostly landscapes (one still-life) include many by distinguished members of the Amateur Photographic Association (some placing the initial "a.a." before their name), including; George Bankart (6, including "Cottage at Wilford, Nottinghamshire", "On the Dibbyn...", "Branston - Leicestershire", "At Ashford on the Wye", "On the Wye", "On the Union River, nr. Dolgelly"), Warner Ross (4, including Skye, Findhorn, bridge at Braman, Melrose Abbey), Dr. Simpson ("The Fern Palms"), W.D. Howard (2), L.W. Richardson ("Boy in a Coracle"), Captain. Toster ("... The Grapes... Prize picture a.a. Capn. Toster", a fine still-life of bunches of grapes arranged in a silver vase dated 1865). Other good views of Betchworth Park in Surrey, Linn of Dee, Cookham, and landscapes are not attributed, but one of the non-British images is "Blue gum trees - Tasmania" by Morton Allport.

Provenance: Capt. Eugene Clutterbuck Impey (1830-1904), who arrived in India in 1851 and served with the 5th Regiment Bengal Native Infantry, becoming the Political Agent at Alwar in 1858, and later Military Secretary to the Viceroy in 1863-64.; Margaret and Sylvia Harris, Chipping Norton, ownership inscription dated 1942 inside upper cover; private UK collection.

91

William Hodges, R.A. (British, 1744-1797)

A view of the Cutterá built by Jaffier Cawn at Muxadavad; A view of the Fort Pateeta, near Chunar, a set of two hand coloured aquatint
each 28.6 x 44.7cm (11 1/4 x 17 5/8in) (image). (2)

£600 - 800
€690 - 910
US\$740 - 990

92

AFTER JAMES HUNTER (1755-1792)

'The Delhi Gate of Bangalore'; 'A View of Part of St. Thome Street, St. George'; 'A View of Mount St. Thomas, Near Madras'; 'Commillah, Late the Residence of John Buller Esq.'; 'The Old Court House, Calcutta'; 'Felicity Hall, Late the Residence of the Hon. David Anstruther, Near Moorshedabad, Bengal'
six hand-coloured aquatint views by H. Merke, Harraden and others after James Hunter (4), James Ward, and William Daniell, wide margins, laid down on archival paper, mounted, framed and glazed, published by Edward Orme, 1804
34 x 45cm (13 3/8 x 17 11/16in).

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

93

Thomas Daniell, RA (1749-1840) and William Daniell, RA (British, 1769-1837)

'The Assembly Rooms on the Race Ground, Near Madras'
hand-coloured aquatint by Thomas and William Daniell after Thomas Daniell, mounted, framed and glazed, published by T. Daniell, September 1798
46 x 60cm (18 1/8 x 23 5/8in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,200 - 1,900

94

Thomas Daniell, RA (British, 1749-1840)

'Rameswara'; 'Indra Sabha'; 'Doomar Leyna'; 'Dehr Warra'; 'Tintali'; 'Das Avatara'

six hand-coloured aquatints by Thomas Daniell after James Wales, published by Thomas Daniell, June 1803 (6)
48.5 x 65.0cm (19 1/8 x 25 9/16in).

£4,000 - 6,000
€4,600 - 6,900
US\$5,000 - 7,400

95

Thomas Daniell, RA (British 1749-1840) and William Daniell, RA (British, 1769-1837)

'Near Dusa, In The Mountains Of Sirinagur', 1803 hand-coloured aquatint, toning, mounted, framed and glazed, *42.5 x 59cm (16 3/4 x 23 1/4in).*

£500 - 700
€570 - 800
US\$620 - 870

96

Indian School, 19th Century

A view of the Vandiyur Mariamman Teppakulam Temple, Madurai watercolour
21.9 x 37.8cm (8 5/8 x 14 7/8in).

£800 - 1,200
€910 - 1,400
US\$990 - 1,500

97

I. Mabel Cadell (Scottish, active 1900-1940)

'In the Bazaar, Benares'; Boats by a ghat
one signed with initials 'IMC' (lower right), both bear initials; one titled on gallery label (attached to the back board)
watercolour heightened with white
the first; 24.4 x 34.6cm (9 5/8 x 13 5/8in), the second; 47.9 x 34.3cm (18 7/8 x 13 1/2in). (2)

£800 - 1,200
€910 - 1,400
US\$990 - 1,500

Provenance

With John Mathieson & Co., Edinburgh.
(In the Bazaar, Benares')

With Campbell & Mathieson, Edinburgh.
(Boats by a ghat)

98

British School, 19th Century

A set of two views in Calcutta, one with St John's Church in the distance
one signed with initials 'IWD' (lower left)
watercolour heightened with white
the first 19 x 26.1cm (7 1/2 x 10 1/4in); the second 19.1 x 25.7cm (7 1/2 x 10 1/8in). (2)

£200 - 300
€230 - 340
US\$250 - 370

99

Maj. Gen. Sir Charles Walters D'Oyly, Bt. (British, 1822-1900)

Near Mr Lascelles House on the Coonoor Road, March 17, 1855
watercolour heightened with white and traces of pencil
40.6 x 27.9cm (16 x 11in).

£600 - 800

€690 - 910

US\$740 - 990

100

Circle of George Chinnery (London 1774-1852 Macau)

A sketch of Indian buildings and figures
pencil

11.5 x 17cm (4 1/2 x 6 11/16in).

£300 - 500

€340 - 570

US\$370 - 620

Provenance

With Michael Appleby of St. James's, London.
Private collection.

101*

BEATSON (ALEXANDER)

A View of the Origin and Conduct of the War with Tippoo Sulthan;...
and of the Siege of Seringapatam, *aquatint frontispiece portrait of
Tippoo Sultan, 4 folding engraved maps and plans (of 5), plates and
some text leaves browned, contemporary tree calf, rebacked*, G. and
N. Nicol, 1800--IVES (EDWARD) A Voyage from England to India, in
the Year MDCCLIV, and an Historical Narrative of the Operations of
the Squadron and Army in India, under the Command of Vice-Admiral
Watson and Colonel Clive... also a Journey from Persia to England,
by an Unusual Route, *2 folding engraved maps, 13 engraved plates
(2 folding), a few single wormholes in some margins, contemporary
calf, rebacked preserving remnants of the old spine [Cobham-Jeffery,
p.28], Edward and Charles Dilly, 1773--BROUGHTON (THOMAS
DUER) Letters Written in a Mahratta Camp during the Year 1809,
10 hand-coloured aquatint plates, without half-title, some spotting
and off-setting, frontispiece, title and a few preliminary leaves with
old tears repaired, contemporary half calf, joints repaired, new
endpapers [Abbey Travel 435; Colas 454; Tooley 114], John Murray,
1813--PRINSEP (HENRY T.) A Narrative of the Political and Military
Transactions of British India, under the Administration of the Marquess
of Hastings, 1813 to 1818, engraved frontispiece, 9 engraved plates,
one large engraved folding map, some spotting and off-setting,
contemporary calf, rebacked, worn, John Murray, 1820, FIRST
EDITIONS, 4to (4)*

£1,000 - 1,500

€1,100 - 1,700

US\$1,200 - 1,900

102*

LUARD (JOHN)

Views in India, Saint Helena and Car Nicobar Drawn from Nature on
Stone, FIRST AND ONLY EDITION, *lithographed pictorial title and 48
lithographed plates only (of 60) by and after Luard, all on india proof
paper, light spotting to margins of title, near contemporary half calf
over marbled boards, worn and scuffed [not in Abbey], folio (360 x
255mm.), [London, c.1832-38]*

£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,500

Fine lithographed views, of which 36 are of Indian subjects, 5 of St.
Helena, 3 of Car Nicobar, and 5 relate to life aboard ship. This copy,
like the Herz copy (Christie's New York, 9 December 2009, lot 139)
and the Travis copy (Sotheby's, 26 May, 2005, lot 188) has 48 plates
only.

Provenance: Temple Belwood Library, small stamp on verso of the
frontispiece; J.W.D. Hilton-Johnson, bookplate; by descent to current
vendor.

103*

FIREWORKS - PUNE PRINTING

MATAY (GUNESH BABAJEE) Pyrotechnics or the Science of Preparing
Fire Works, FIRST EDITION, 575PP., *text in Marathi, additional title
and 3pp. preface in English, numerous illustrations in the text, paper
toned (in places quite heavy, small worm trail in blank fore-margin of a
few pages), modern quarter morocco gilt, 8vo, Pune [Poona], Dnyan
Prakash Press, 1871*

£600 - 800

€690 - 910

US\$740 - 990

RARE INDIAN TREATISE ON THE MANUFACTURING OF
FIREWORKS. "Whatever other luxuries a father may deny to his
children, fireworks he cannot and will not during the merry season of
Dewali [sic]... We believe the present is the first work of the kind in any
language at least in any of the Indian languages" (Preface). The author,
a Government Prosecutor, states he has drawn the latest chemical
discoveries of the Europeans, making mention of a Mr. Johnston who
arranged "magnificent displays before wondering crowds at Poona
and Bo[m]bay".

104*

WATSON (JOHN FORBES, EDITOR)

Collection of Specimens and Illustrations of the Textile Manufactures
of India (Second Series), 17 vol. (incomplete run, with samples
1-135, and 386-1120), FIRST AND ONLY EDITION, *half-titles and
titles (several loose, 2 missing), 1282 MOUNTED TEXTILE SAMPLES
(of 1302) on thick card, 106 chromolithographed plates, a few
samples slightly lifted, 2 with signs of old damage, some spotting,
contemporary half morocco (one non-uniform) lettered in gilt on spine,
g.e., rubbed and soiled, 4 or 5 joints split with small loss, 4to (332 x
255mm.) and folio (4 volumes 440 x 330mm.), India Museum, 1873-
1874, sold not subject to return*

£1,500 - 2,500

€1,700 - 2,900

US\$1,900 - 3,100

SCARCE SET OF AN IMPORTANT WORK ON INDIAN TEXTILES
ILLUSTRATED WITH UPWARDS OF 1250 ACTUAL MOUNTED
TEXTILE SAMPLES. Fabrics are featured from various regions
of colonial India, including the modern nations of Afghanistan,
Bangladesh, Nepal, Pakistan, and Sri Lanka. This "Second Series"
was prepared under the direction of John Forbes Watson (1827-1892),
and follows his *The Textile Manufactures and the Costumes of the
People of India* (1866), both issued "to acquaint British producers with
the forms and styles of Indian costume, while preserving Indian craft
traditions... [and] to encourage commerce between the countries,
especially by training English manufacturers in the needs of the Indian
people" (ODNB).

Contents comprise: Nos. 1-64, Turban pieces; nos. 65-100, Man's garments; nos. 101-134, Man's garments; nos. 386-388, Embroideries; nos. 389-400, Mats; nos. 401-458, Kincobs; nos. 459-525, Mushrooms & imroos; nos. 526-574, Silks; nos. 575-631. Silks; nos. 632-691. Cotton and silk; nos. 692-751. Cotton trouserings; nos. 752-812, Cotton trouserings; nos. 813-863, Woman's cholee cloths; nos. 864-920, Muslin & calico; nos. 921-1000, Cotton; nos. 1001-1041, Woollens; nos. 1042-1082, Woollens; nos. 1083-1120, Woollens.

Jisc Hub cites only the British Library set which, like this lot, does not have samples 135-385, which are believed not to have been published. This set lacks only 20 of the samples (4 of these revealing the mounting card below, being old texts written in an Asian language). The chromolithographs were made by William Griggs.

Provenance: Blackburn Technical School, Blackburn. Textile Dept., stamped on front free endpapers, title-page or a single blank verso of the first plate in each volume.

105

CRICKET - LORD HAWKE'S TOUR OF INDIA AND CEYLON, 1892-3

Album of 87 photographs of Lord Hawke's XI cricket tour party (some showing the team posing with their Indian opposition, 2 signed in the negative by "Burke & Co."), views of India and Ceylon/Sri Lanka, etc., compiled by Henry Fitzherbert Wright, a member of the touring party, *albumen photographs (69 full-page, 18 half-page or smaller), uneven tones, some fading, mounted on 36 stiff sheets recto and verso, contemporary morocco, gilt lettered "H.F.W." on upper cover, gilt edges, oblong folio (310 x 410mm.), [1892-1893]*

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,700

IMPORTANT ALBUM COMPILED BY A MEMBER OF THE CRICKET TEAM LED BY LORD HAWKE TO INDIA AND CEYLON/SRI LANKA IN 1892-3. "In the history of cricket... Hawke was its great exporter... responsible for organizing and leading cricket tours from England to the farthest corners of what was then the empire" (J.P. Coldham, *ODNB*). The team played 23 matches (of which 4 first-class), winning 15, drawing 6 and losing 2, mostly notably to a native Parsee XI at Bombay/Mumbai in December 1892, the other to the Behar Wanderers. An historic moment for the development of cricket in India was the first ever match, played at Allahabad in January 1893, held against an All-India XI, a team which included three ethnically Indian players (Mehallasha Pavri, B.D. Gagrati, Nasarvanji Bapasola), the other players Englishmen stationed in India. Hawkes's XI, which included six players who subsequently played for England (Hawke, G.F. Veron, F.S. Jackson, C. Heseltine, C. Wright, and A.J. Hill who top-scored with 132, the maiden first-class century scored in India) won. It was only in 1911 that the first All-India team toured to England.

The images include five team photographs of the Hawkes XI, two of which were taken by "Burke & Co.", including one of the team alone, the others with members of the opposition including the All-India XI. Members of the team are shown informally at other occasions. The majority of the other images, several by Samuel Bourne, are views of India, commemorating places visited by H.F. Wright and the touring party: Amritsar, Allahabad, Mumbai, Kolkata, Poona, Bangalore, Agra, Lucknow, Peshawar, Radella, Muzaffarpur, etc.

Provenance: Henry Fitzherbert Wright (1870-1947), gilt-stamped initials "H.F.W." on upper cover of the album. Eton-educated Wright made his debut for his native Derbyshire in the 1891 season, and the following winter was a member of Lord Hawke's XI. Whilst building his practice as a lawyer, Wright put aside first-class cricket before resurrecting his career with Derbyshire in the 1904-1905 seasons. In later life he was Conservative Member of Parliament for Leominster from 1912-1918.

106*

DELHI AND VARANASI - URDU

MANUEL (G.S.) Rahnuma I Delhi, *translated by Bal Govind, text in Urdu, with some in Arabic and English, 12 folding lithographed plates (4 split at folds, one with small loss to corner), toning, a few thin wormholes, later quarter cloth, original printed pink wrappers (laid down), 8vo, [?Bombay/Madras], 1874; and another about Vanarasi/ Benares, in Urdu with lithographed plates (including Aurangzebs Mosque), c.1896 (2)*

£600 - 800

€690 - 910

US\$740 - 990

107*

DELHI DURBAR

ZAHOOR UL HASSAN. [Tarikh I Durbar Delhi], *text in Urdu, 3 folding lithographed plates (the Durbar arena; the procession; plan of the grounds), one split at fold, 3 full-page illustrations (King George V and Queen Mary; Royal car; Royal ship), toned, opening and final leaves with light damp-stain and frayed at lower margin (with loss to a few letters on approx. 10 leaves, one slightly more loss), publisher's wrappers, the upper cover printed with red ornamental border, some loss touching border and line of text on verso, 8vo, Delhi, Hilali Press, 12 December 1911*

£600 - 800

€690 - 910

US\$740 - 990

Rare illustrated account in Urdu of the Delhi Durbar held for King George V in 1911.

108

George Chinnery (London 1774-1852 Macau)

Two Indian sketches: Studies of thatched dwellings; Studies of bamboo the latter annotated with '+' (upper right)

pencil on paper

the former 23.5 x 31.5cm (9 1/4 x 12 3/8in); the latter 23.5 x 33cm (9 1/4 x 13in). (2)

both unframed

£800 - 1,200

€910 - 1,400

US\$990 - 1,500

109

Follower of George Chinnery (London 1774-1852 Macau)

Figures bathing in a ghat with a temple beyond
oil on board

21.6 x 27.3cm (8 1/2 x 10 3/4in).

£600 - 800

€690 - 910

US\$740 - 990

Provenance

Private collection, UK.

Exhibited

London, Martyn Gregory, *Images of the East*, 2017, no. 115.

110

Thomas Daniell (British, 1749-1840)

Study of an elephant; Study of a ship, a set of two
watercolour and pencil

the first 8.5 x 10.2cm (3 3/8 x 4in); the second 13.6 x 13.9cm (5 3/8 x 5 1/2in). (2)

£800 - 1,200

€910 - 1,400

US\$990 - 1,500

Provenance

Terence Mullaly.

Exhibited

London, Walker's Galleries, *Drawings by the Daniells in India, made during their tour from 1786 to 1789*, 13 February to 3 March 1961 (according to a label attached to the backing board of the drawing of a ship).

Terence Mullaly (1927-2020) was an art historian, journalist, lecturer and broadcaster who specialised in Italian art with a particular interest in the Veronese and Venetian schools, but whose collecting taste was wide-ranging. He was art critic for the Daily Telegraph from 1958-1986 and also contributed to Apollo and Burlington Magazine.

111

Helena Oakeley (British, 1762-1839)

The Portraits of Charles, Helena and Henrietta Oakeley in Madras, India

signed and dated 'Helena Oakeley. 1782.' (lower right); bears an inscription 'Portraits of Charles, Helena & Henrietta Oakley/ drawn at Madras by their Mother/in September/1782' (verso)

watercolour heightened with white

27.7 x 35.5cm (10 7/8 x 14in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,200 - 1,900

Helena Oakeley, née Helena Beatson, was the daughter of Robert Beatson of Killerie, Fife, Scotland and niece of the artist Catherine Read. From an early age Helena was known for being an accomplished amateur artist, having anonymously submitted a set of sketches to the Society of Artists in 1771, and three years later, at the age eleven she exhibited two more drawings at the Royal Academy.

It was on a trip to India in 1775 where Helena met her husband Sir Charles Oakeley, of the East India Company. The two were married in 1777 and the pair, along with their son, also named Charles resided in England and India where Sir Charles was appointed Governor of Madras in 1792 and held this position until 1794.

112

British School, 19th Century

Bath water being hauled up, Government House, Calcutta
inscribed 'Our bath water being/hailed up. Gov^t House, Calcutta'
(verso)

watercolour

16.5 x 24.1cm (6 1/2 x 9 1/2in).

£600 - 800

€690 - 910

US\$740 - 990

Government House, Calcutta, now known as The Raj Bhavan, was designed by architect Charles Wyatt and built in 1799 by the then Governor General of India; The 1st Marquess of Wellesley. The works were completed in 1803 and the building became the official residence of the Viceroy of India until 1911 when it was the residence of the Lieutenant Governor of Bengal. It is now the official residence of the Governor of West Bengal.

113

British School, late 19th Century

The Gokak Falls in Karnataka, India

watercolour with scratching out

35.6 x 54cm (14 x 21 1/4in).

Together with a watercolour, possibly by the same hand, of a mountain landscape thought to be in India, 32.7 x 56.5cm (12 7/8 x 22 1/4in). (2)

£600 - 800

€690 - 910

US\$740 - 990

114

Robert Armitage Sterndale (British, 1839-1902)

A tiger enjoying it's prey

signed 'R A/Sterndale' (lower left); bears inscription ' R.A. Sterndale/ Bombay/1885' (verso)

oil on canvas

46 x 30.8cm (18 1/8 x 12 1/8in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,700

Robert Armitage Sterndale was a British naturalist, statesman and fellow of the Zoological Society of London.

At the age of seventeen, Sterndale moved to India to work for the East India Company. Having a keen interest in natural history and geography, he was fascinated by the habitat that surrounded him and as a result he joined the Journal of the Bombay Natural History Society in it's founding year, in 1883. It is believed that the idea of starting a journal was conceived by him. In the years that followed, Sterndale published several books documenting his experiences and observations of the wildlife in India, including; '*Natural History of the Mammalia of India and Ceylon, Seonee, or Camp Life on the Satpura Range*' and '*Denizens of the Jungles*'. The latter being a series of sketches illustrating the form and behaviour of the wildlife.

115

William Samuel Horton (American, 1865-1936)

The Gateway of India, Mumbai (Bombay)

signed 'W.S.HorTon' (lower right)

pastel

46 x 59.1cm (18 1/8 x 23 1/4in).

£600 - 800

€690 - 910

US\$740 - 990

Provenance

From the Estate of the Artist.

Private collection, UK.

116

William Samuel Horton (American, 1865-1936)

A view of the Taj Mahal, Agra, India

signed 'W.S.HorTon' (lower right)

pastel

46 x 61.6cm (18 1/8 x 24 1/4in).

£600 - 800

€690 - 910

US\$740 - 990

Provenance

From the Estate of the Artist.

Private collection, UK.

117

Charles William Bartlett (British, 1860-1940)

'Taj Mahal, 1916'

signed 'Charles W Bartlett.' (in margin lower left), stamped with monogram and title (lower left)

woodblock in colours

image size 26.1 x 38.1cm (10 1/4 x 15in).

unframed

£600 - 800

€690 - 910

US\$740 - 990

118

Henry Inglis Jodriel Sheldon-Williams (British, 1870-1940)

Lord and Lady Curzon on the State Elephant, Lutchmann Pershad, 1903, Delhi Durbar

signed and dated 'SHELDON.WILLIAMS. 05.' (lower left); bears inscription 'Lord & Lady Curzon on their/state Elephant. Delhi Durbar' (verso)

watercolour and pencil

33.7 x 23.8cm (13 1/4 x 9 3/8in).

£700 - 900

€800 - 1,000

US\$870 - 1,100

For King Edward VII's Coronation Durbar in 1902, the Viceroy Lord Curzon and his wife led the procession on the same silver howdah in which the new King-Emperor had ridden during his visit to India in 1875-6.

In this work, Lord and Lady Curzon are shown sitting in a silver howdah on the caparisoned State Elephant, named Lutchmann Pershad. An attendant stands behind the howdah, holding an umbrella over the couple. A driver sits just above the elephant's face.

119

Henry Inglis Jodriel Sheldon-Williams (British, 1870-1940)

The new jezail - a mutiny veteran and native soldier, Delhi Durbar

signed 'SHELDON.WILLIAMS./1903.' (lower right); bears inscription

"The new jezail"/mutiny veteran and native/soldier - Delhi Durbar' (on backing card)

watercolour and pencil

33.6 x 23.8cm (13 1/4 x 9 3/8in).

£600 - 800

€690 - 910

US\$740 - 990

120

Lt Col. Valentine Blacker CB. (British, 1778-1826)

Satara from the NNE

inscribed and dated '11th February 1818'

pen & ink

23 x 14cm (9 1/16 x 5 1/2in).

unframed

£500 - 800

€570 - 910

US\$620 - 990

Lt. Col. Blacker was present at the capture of Satara by Gen. Lionel Smith during the Third Anglo-Maratha War (1817-1819). The Ajinkyatara Fort that overlooks the town surrendered on 10th February 1818.

Blacker was Surveyor-General for India 1823-26 and the author of '*Maps and Plans illustrating the Operations of the British Army in India, during the Mahratta War of 1817, 1818, & 1819*', published in 1821.

121

William Samuel Horton (American, 1865-1936)

A sunset view in India, thought to depict the Red Fort in Delhi

signed 'W.S.Horton' (lower right)

pastel

47 x 61.6cm (18 1/2 x 24 1/4in).

£600 - 800

€690 - 910

US\$740 - 990

Provenance

From the Estate of the Artist.

Private collection, UK.

122

British School, Early 19th Century

A view across Adoni, India

bears inscription 'No. 93/Adoni-' (on additional sheet verso)

watercolour

17.4 x 46.1cm (6 7/8 x 18 1/8in).

£800 - 1,200

€910 - 1,400

US\$990 - 1,500

Adoni has been subject to a variety of influences over the centuries and due to it's affluent production of textiles is now often referred to as the Town of Cotton or the Grain Market of South India.

123*

KARKARIA (NARIMAN MERWANJI)

"Wanderings in Iran", FIRST EDITION, 623pp., text in Gujarati (also titled in English, as are photo captions), title printed in black and red, folding map of Iran and 29 photographic plates (printed by the Manoranjan Press, Bombay), some page toning, a few very small worm holes to map, publisher's brown cloth, titled in gilt on spine and upper cover, view of Persepolis pasted on upper cover (?as issued), 8vo, Bombay [Mumbai], Manek Printing Press, 1925

£600 - 800

€690 - 910

US\$740 - 990

SCARCE IRANIAN TRAVELOGUE, written in Gujarati by an Indian Parsi during the 1920s, a period which "marked the intensification of a relationship that had hitherto been based mainly on philanthropy directed towards the Zoroastrians of Iran. The Pahlavi regime, with its assurances of religious tolerance and equity, prompted Parsis to consider deepening their connection with Iran through trade and business investments and also examine the possibility of return to their motherland" (M. Ranganathan, "Back to the Motherland? Parsi Gujarati Travelogues of Iran in the Qajar-Pahlavi Interregnum, 1921–1925", *Iranian Studies*, Vol. 56, January 2023). The images include portraits of local Muslim and Zoroastrian inhabitants and traders, Persepolis, Yzed, etc.

Provenance: K. Dhabhan, red ink inscription on p.1.

124*

PERSIAN GULF GAZETTEER

[Confidential] Extract from the Persian Gulf Gazetteer, FIRST EDITION, 273pp., printer's device on title, small light damp-stain in upper margin of final 30 pages, modern cloth, original printed wrappers bound in, one corner of upper wrapper neatly cut away, 8vo, Calcutta, Superintendent Government Printing, 1917

£600 - 800

€690 - 910

US\$740 - 990

Rare "confidential" intelligence report, no copies of which are listed on Jisc Hub. It was extracted from John G. Lorimer's *Gazetteer of the Persian Gulf, Oman and Central Arabia*, presumably for more convenient use "in the field".

Provenance: "E.S. Berry Capt., Samarra 1919", inscription on title-page. Berry is presumably the Berry of that name who served with the 91st Punjabi regiment in Mesopotamia during World War I.

125*

MECCA - MU'ALLAQAT

[al-Sab al-Muallaquat] The Seven Poems, Suspended in the Temple of Mecca, Translated from the Arabic by Capt. F.E. Johnson... With an Introduction by Shaikh Faizullahbai, FIRST EDITION, text in English and Arabic, publisher's cloth lettered in gilt, rubbed at extremities of spine, upper hinge weakened, 8vo, Bombay, Printed at the Education Society's Steam Press, Byculla, 1893

£600 - 800

€690 - 910

US\$740 - 990

Important early translation into English of the the Mu'allaqat, poems believed to have been hung in the Kaaba at Mecca, with an analytical introduction by Arabic scholar Shaikh Faizullahbai.

126*

ROBERTS (DAVID)

The Holy Land, Syria, Idumen, Arabia, Egypt & Nubia, 6 vol., 250 numbered plates, comprising tinted lithographed portrait, 6 titles with vignettes, 241 plates by Louis Haghe after Roberts, and 2 engraved maps, text by George Croly, foxing rarely affecting images but mainly present or heavier on versos, elaborately gilt tooled burgundy morocco by J. Wright, g.e., inner gilt dentelles, spines and some adjacent sections of covers faded, 4to (288 x 200mm.), Day & Son, 1855

£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,500

127^{AR}

Sir Frank Brangwyn, RA (British 1867-1956)

Safed

pen and ink

14.6 x 27.3cm (5 3/4 x 10 3/4in).

£600 - 800

€690 - 910

US\$740 - 990

Provenance

Anon. sale, Bonhams, London, 12 December 2007, lot 127.

Private collection, UK (acquired from the above sale).

Literature

A.W. Kinglake, *Eöthen: or Traces of Travel Brought Home from the East* London, 1913, illustrated on pg. 280.

Kinglake describes Safed on the Sea of Galilee: "It sits proud as a fortress upon the summit of a craggy height; yet, because of its minarets and stately trees, the place looks happy and beautiful."

This work is number D4817 in the catalogue raisonné.

128

Samuel Lawson Booth (British, 1836-1928)

The Valley of Jehoshaphat and the southern wall of Jerusalem

signed 'SLB' (lower left)

oil on board

18.7 x 31cm (7 3/8 x 12 3/16in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,200 - 1,900

129

Ernest (Sir) George (British, 1839-1922)

'El Zordou, Cairo'

signed 'ERNEST GEORGE.' (lower left) and inscribed with title (lower right)

watercolour

34 x 24.5cm (13 3/8 x 9 5/8in).

£600 - 800

€690 - 910

US\$740 - 990

Sir Ernest George was an architect and set up his practice in London in 1861. His watercolours were a result of frequent holiday tours and he found inspiration in the great cities of the world. Sir Hubert von Herkomer thought him 'one of the finest architectural water-colourists of his generation'.

130

William Samuel Horton (American, 1865-1936)

An interior view of the Blue Mosque in Cairo, also known as the Aqsunqur Mosque, Egypt
signed and dated W.S.HorTon -33-' (lower left)
pastel
47 x 61.6cm (18 1/2 x 24 1/4in).

£600 - 800
€690 - 910
US\$740 - 990

Provenance

From the Estate of the Artist.
Private collection, UK.

131

Girolamo Gianni (Italian, 1837-1895)

A moonlit shore in Alexandria, Egypt
signed and dated 'G.Gianni/1884' (lower right)
oil on board
21.6 x 53.4cm (8 1/2 x 21in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,200 - 1,900

132

Charles Vacher (British, 1818-1883)

The Palace of Ramesses III, Medinet Habu, Egypt, with the ruins of Luxor and the Colossi in the distance
signed with monogram, inscribed and dated '18CV68/The Palace of Rameses the 3rd, Medeenet Haboo, Thebes, the ruins of Luxor and the Colossi in the distance' (lower left)
watercolour and bodycolour
58.4 x 129.5cm (23 x 51in).
unframed

£1,000 - 1,500
€1,100 - 1,700
US\$1,200 - 1,900

Provenance

Private collection, UK.

There is an artist label verso that reads: 'The Palace of Rameses the 3rd, Medeenet Haboo, Thebes/No. 1'

Charles Vacher was the son of a well-known bookseller, Thomas Vacher of Parliament Street. He studied first at the Royal Academy schools, before spending four years in Rome. Following this first international trip, Vacher began a lifetime of travel: further tours included other sites in Italy, Sicily, France, Germany, Algeria, and Egypt. He sketched compulsively, later working these up into finished exhibition pieces on a monumental scale, like the present painting. He exhibited 350 paintings in London over the course of his career, with the majority shown at the New Watercolour Society, and a number shown at the Royal Academy. Upon his death, Vacher's remaining works were sold in a two-part sale at Christie's on the 21st of February 1884, many of which included Egyptian subjects (though not the present work).

Vacher's largest pieces - of which the present work is one - are seen much more rarely than his many pencil and watercolour sketches.

133

Augustus Osborne Lamplough, A.R.A., R.W.S (British, 1877-1930)

Camel riders in the desert
signed 'A Lamplough.A.R.A.' (lower left)
watercolour
61.6 x 90.5cm (24 1/4 x 35 5/8in).

£1,500 - 2,000
€1,700 - 2,300
US\$1,900 - 2,500

Provenance

With Mathaf Gallery Ltd., London.

134

Vittorio Rappini (Italian, 1877-1939)

The water carriers; Muslims at prayer, a pair
both signed 'RAPPINI' (the first lower right, the second lower left)
watercolour heightened with white
each 33.6 x 22.8cm (13 1/4 x 9in). (2)

£800 - 1,200
€910 - 1,400
US\$990 - 1,500

135

Vittorio Rappini (Italian, 1877-1939)

A street scene in Tripoli; A fruit seller; Interior of a Harem, a group of three
both signed 'RAPPINI' (lower right)
watercolour heightened with white
each 33.9 x 22.8cm (13 3/8 x 9in). (3)

£1,000 - 1,500
€1,100 - 1,700
US\$1,200 - 1,900

136^{AR}

James McBey (British, 1883-1959)

A street scene in Arzila, Morocco
signed, dated and inscribed 'McBey/Arzila, November 1934' (lower left); bears inscription 'To my friend Ernest Blaikley/from Edward Hesling. 9.6.37' (on mount lower right)
watercolour
30.2 x 48.9cm (11 7/8 x 19 1/4in).

£500 - 700
€570 - 800
US\$620 - 870

Provenance

Gifted to Ernest Blaikley, thence by descent to the current owner.

GREEN (JONATHAN ADAGOGO) - NIGERIA PHOTOGRAPHY

GREEN (JONATHAN ADAGOGO) and others. Album of views, portraits and groups, most relating to the Bonny region, Warri River and neighbouring coastal areas of Nigeria, 74 mostly albumen prints (a few carbon) of which 42 full-page (typically 212 x 142mm., all but 10 attributable to J.A. Green), the remainder half-page (the majority attributable to Green), mounted one or 2 per page recto and verso, a few captioned in ink on the mount, a few with the Green's studio stamp visibly showing on the verso, one leaf loose, variable toning, contemporary half morocco, worn, 4to, [c.1894-1900]

£2,000 - 4,000**€2,300 - 4,600****US\$2,500 - 5,000**

RARE NINETEENTH-CENTURY PHOTOGRAPHS BY J.A. GREEN (1873-1905), "one of the most prolific and accomplished indigenous photographers to be active in West Africa" (*African Photographer*. J.A. Green, edited by M.G. Anderson and L. Aronson, 2017). Born in Bonny, Jonathan Adagogo Green studied photography in Sierra Leone before returning to his home town to set up a studio, the first of its kind in Nigeria. His success was cut short when he died at the age of 32.

Seven images in this album are illustrated in Anderson & Aronson (with differing captions), including views of Bonny, Warri River and Sapele, and the celebrated group portrait including both the explorer Mary Kingsley and Roger Casement with the vice Consul of Bonny, Algernon B. Harcourt.

Captioned images include: "Village Warri River", "The Pool. Bonny", "Sapele District", "Chief's Making Play, Warri", "N.C.P. Staff, Sapele [including Capt. Gallwey V.C.]", "Women Going to Market", "Palaver Warri", "Native Women, Gold Coast", "War Canoe. Bonny", "Path Warri", and "Bush Scene Warri".

Approximately 15 larger images are single portraits, groups or "street scenes" of indigenous peoples, whilst several others depict Europeans, some with local figures (including one of The Ibani Ijo chiefs with Harcourt). There are many local views, and nine images not by Green depict the Canary Islands.

The album was evidently formed by somebody working for, or trading in the Bonny Protectorate in the 1890s, several images showing colonials aboard the local shipping vessels.

138'

Herbert Ward (British, 1863-1919)

Les Bantu (The Forest Lovers)

signed 'Herbert Ward' (to base lower left); inscribed with the foundry mark 'E. GRUET JN_E/FONDEUR PARIS' (to base lower right) bronze

57.5cm (22 5/8in) high

£20,000 - 30,000**€23,000 - 34,000****US\$25,000 - 37,000****Provenance**

Anon. sale, Hôtel des Ventes de Monte-Carlo, 4 May 2019, lot 36, as 'Les bantous'.

Another cast of Les Bantu (The Forest Lovers) can be found in the collection of the Smithsonian Institute (USNM no. E323729-0). This was donated into the collection by the artist's wife and is noted as having been exhibited under the title 'Les Bantu' at the Salon Société des Artistes Français, Paris, first in plaster in 1904 and then in bronze in 1905.

The story of the bantu couple shown in this bronze features in Ward's book *'A Voice from The Congo....'*, in which he tells the tragic love story of Makwata and Balala. We first meet the young couple in the forest discussing their forthcoming marriage and prospective happiness. However, on the eve of their wedding, Balala is captured by another village member; Mueli, who planned to kill Makwata and take Balala as his wife. In an attempt to free Balala, Makwata throws his spear at Mueli only to miss and hit Balala. Distraught with his actions Makwata rushes to Balala's side where she sadly dies in his arms.

139'

Thomas Baines (1820-1875)

'Tete, Zambesi River, South East Africa'

signed 'T.BAINES' (lower right); further signed, inscribed and dated 'TETE, ZAMBESI RIVER, S.E.AFRICA./T.BAINES/LONDON NOV 13 1866/from his original picture painted in Tete/April 1859' (verso) oil on canvas

46 x 66.3cm (18 1/8 x 26 1/8in).

£80,000 - 120,000**€91,000 - 140,000****US\$99,000 - 150,000**

Three labels attached to the reverse appear as follows:

- A printed card that reads: 'Frank Wilson/ULVA/Onslow Villas/Highgate, N.'

- A Livingstone Exhibition label that bears the inscription: 'Oil painting by Baines/London 1866/copied by the artist from his picture/painted in Tete. April 1859./Lent by Mr. W. George/Admiralty'

- A hand written note that bears the inscription: 'The above ticket was written by/ Miss Wilson, the granddaughter/of Dr Livingstone at the London/Exhibition, January 1900./W. George(?) /6th Jan 1900'

Provenance

Private collection, Norway.

Exhibited

Livingstone Exhibition (according to label verso).

Thomas Baines grew up in King's Lynn, Norfolk, a busy seaport bisected by the Great Ouse River which flows into the Wash and the North Sea. In South-East Africa he came to know another broad, shallow river well – the Zambesi – and Tete, a town four hundred kilometres from the sea. In English King's Lynn whaling vessels sailed to waters around Greenland in spring and returned home in August to inflict the reek of boiling whale blubber on residents. In Portuguese Tete the lower Zambesi facilitated trade in ivory, slaves and cotton.

Baines's paternal grandfather was a whaler, his father a master mariner, and his maternal grandfather a painter-decorator. Although Thomas gained an extensive knowledge of rivers, seas, ships, and boat construction he did not become a mariner. He served a five year apprenticeship with a local ornamental painter which gave him a comprehensive education in the visual language we now call 'design'. He learnt drawing, the construction of form-space relationships, the optical characteristics of colours, and respect for art materials, facts overlooked by Baines commentators, such as Henry Hall (1877: xvii) who claimed he was 'entirely a self-taught artist'. In 1842 Baines sailed to Cape Town where he worked as a decorator and 'Marine and Portrait Painter' before travelling throughout and beyond the Cape Colony, sketching and painting continuously. After returning to England in 1853 he was appointed as artist-storekeeper on a Royal Geographical Society (RGS) scientific expedition (1855-57) to explore north-west Australia.

In Australia he completed a substantial body of paintings including many marine scenes and put his excellent knowledge of ships and sailing to good use. He commanded the schooner to collect stores in Timor and sailed a replacement brig back to Australia. When he returned to England in 1857, he was elected a Fellow of the RGS and proposed as artist-storekeeper for David Livingstone's expedition to explore the navigability of the Zambesi River from Africa's east coast. Quilimane and Tete provinces were nominally administered by Portugal but in effect were run by settlers and traders with large estates from which they levied tribute on the native inhabitants. Livingstone, who had just travelled across Africa from west to east and published an acclaimed book, did not hold the Portuguese in high esteem or approve of intermarriage between them and local women. Believing that the Portuguese had not developed their Zambezi territory effectively he proposed that Britain and Portugal should cooperate to develop commerce and stop the slave trade. Eventually Livingstone's expedition was authorised by the British government and the Foreign Office conferred official authority on Livingstone by making him the British consul of Quilimane.

Livingstone outlined Baines's official duties Livingstone in a letter:

'As artist of the expedition, you are required to make faithful representations of the general features of the country through which we shall pass in sketches of those points which you may consider characteristic of the scenery. You will also endeavour to make drawings of wild animals and birds... . You are also expected to delineate ... the specimens of useful and rare plants, fossils and reptiles'

He added, 'From your own great experience as a traveller you will be able to render important service to the Expedition by directing the proper expenditure of the stores. You will understand that the provisions, eked out by what we can get in the country, are intended to last for two years' (Wallis 1956: 434).

The expedition left Liverpool on 10th March 1858 and reached the Zambesi river mouth on 14th May. Livingstone planned to move rapidly through the unhealthy lower Zambesi, deposit heavy equipment at Tete, and proceed to the Kebrabasa Rapids to determine if the steam launch, the MaRobert, could navigate the cataracts and proceed up the Zambesi to the Victoria Falls. Things went wrong from the outset. Livingstone was a disastrous leader with no experience of interacting with fellow white men or respecting their expertise. Having quarrelled with Commander Norman Bedingfield of the Royal Navy, his second-in-command, he suspended him, and Bedingfield resigned.

The badly designed MaRobert got stuck on the Zambezi's sandbanks and consumed large quantities of timber (a detailed watercolour drawing by Baines of the MaRobert aground in August 1858 is in the Museum Africa collection). The small pinnacle, often sailed by Baines, had to shuttle up and down the river moving men and equipment from Expedition Island to Shupanga, Sena, and Tete, the last Portuguese garrison and trading post before Kebrabasa Gorge. Baines first saw Tete in September 1858 and in November he accompanied Livingstone, John Kirk and Richard Thornton to the Kebrabasa rapids. Navigability was deemed impossible but in January 1859 with the Zambesi at its height from summer floods Baines revisited the rapids to ascertain if they were now passable. They were not; only canoes could travel beyond Kebrabasa.

Livingstone, angry that his plans to expand Britain's commercial interests in the African interior via the Zambesi proved unviable found fault with his team. Geologist Richard Thornton was dismissed for 'laziness' and Baines incurred his wrath as a result of unsubstantiated accusations from Charles Livingstone, the Expedition's oddly named 'moral agent'. Accused by Livingstone of 'giving away large quantities of public property' damaging the whaler boat while 'skylarking with the Portuguese' and spending 'Expedition time and materials in painting Portuguese portraits', Baines was warned that he faced suspension (Letter to Baines 11 July 1859 in Wallis 1956: 115-16). Livingstone departed from Tete leaving Baines there as sole expeditionary officer, but when Charles Livingstone invented new allegations against Baines including theft, David Livingstone wrote a letter from Sena on 21st July discharging Baines from the Expedition. Inexplicably the letter did not reach him until 6th September. Baines rebutted the charges to no avail. On 1st November 1859 he left Tete for the coast and on 20th December he sailed on the Lynx to Cape Town, leaving behind his work and possessions.

The saga of Baines's dismissal is explored thoroughly in official reports, personal letters, diary entries and in later publications (Wallis 1942; Wallis 1956; Tabler 1982). However, in his lifetime Baines never received the justice he sought from British officials too timid to disagree with Livingstone, and the 'great' man was too proud and stubborn to admit he had judged Baines on malicious hearsay from his brother, not evidence.

Paradoxically, although Baines received the news of his disgrace in Tete he created an important body of paintings in this town (he was allowed to use expedition materials for his art until he was sent home). Reviewing Baines's career Bradlow (1975: 17) observes, 'Livingstone kept a great number of his sketches, of which more than two hundred were left in Tete. From an artistic point of view therefore the Zambezi expedition is one of the least documented of Baines's various travels'.

It is, therefore, exciting for Baines scholars that an important Tete painting has come to auction. Moreover it is a painting with a double identity as is evident from data on the reverse of the canvas. Baines wrote, 'Tete, Zambesi River, S.E. Africa. T. Baines. London. Nov 13 1866 *From an original picture painted in Tete April 1859*' (my emphasis). A backing board label adds, 'Oil painting by Baines 1866 *Copied by the artist from his picture painted in Tete April 1859*' (my emphasis). Another handwritten note states that this comment was written by Miss Wilson, granddaughter of Dr Livingstone. So it is obvious that there are two important Tete paintings, *Town of Tete from the North Shore of the Zambezi*, April 1959, RGS Collection, and *Tete, Zambesi River, S.E. Africa*, 1866. I will argue that the 1866 painting is, as Baines wrote, *from* his 1859 painting. It was *not* as Miss Ruth Wilson wrote '*copied*'. It is an *iteration* of the 1859 landscape with different content, and is an example of how Thomas Baines used his reference material, including finished oils, to develop variations on subjects months or years after his observations were first given visual form. Baines had a very retentive visual memory and he was also an imaginative artist who, when he had the freedom to paint creatively, drew on his memories, written descriptions, drawings and paintings to create pictorial colonial narratives.

Tete was a hot, unhealthy, unprepossessing town. James Stewart provides a lengthy description of the town in his 1862-3 journal,

'... bare slope of sandstone ledges ... destitute of grass and almost of every green thingThe houses stand apart from each other ... raised high above the surrounding level on a sort of small mound. They are built generally of stone and plastered with mud, which the rains wash away There is a church, a large shapeless building; a public burial ground and a small building used as and called a public hospital. The fort is the building which first attracts attention on coming up the river. It is a stone building of oblong shape ... with a bastion at each angle and embrasures. ... The building forming the barracks is an oblong barn-looking erection facing the town (Wallis ed. 1952: 170-71).'

Baines verifies these words pictorially, but the Zambesi and sky dominate his view of Tete just as the Norfolk sky and wide River Ouse characterise what he experienced in King's Lynn. Tete 1859 is a tranquil, spacious landscape. On the Zambesi shore stands a foreground rear view figure with a distinctive African hairstyle whose calico cloth garment signifies acculturation and trade. He gazes at the river with a few African canoes, the British steamer, and the Portuguese garrison town. In the 1866 painting the same landscape becomes a backdrop for a time-based socio-cultural narrative in the foreground. This invites the question – why, seven years after his first Tete painting did Baines decide to paint new content into his landscape?

In 1866 Baines was based in London creating paintings to exhibit at lectures he was delivering in the English midlands. No longer bound by restrictive expedition regulations he was free to tell his stories of the Livingstone Expedition. Tete, a contact zone for different racial and social groups, was a Portuguese territory where the British were the foreigners. Baines gives prominence to the Portuguese with whom he had enjoyed good relations. He was indebted to the Tete commandant, Major Tito Sicard, for his kindness and hospitality when he was ill with fever, and for defending him to Livingstone. He wrote articles about Sicard's aide-de-camp taking him to see coal being mined, sugar being processed and handmade paellas (large clay pots) being fashioned to carry sugar (The Cape Monthly. Vol. viii, July to December, 1860). In Tete he attended the Portuguese community's Easter Sunday service and a double wedding and painted both celebrations. Baines's interactions with the Portuguese were warm and wholly unlike Livingstone's condescending civility.

The racial and class hierarchies of Portuguese colonialism constitute the 1866 Tete narrative. The focal point is two palanquins or mashelas, a common mode of local transport. Mashelas also feature in Baines's Tete wedding painting of July 1859, and he illustrates different designs in 'Shifts and Expedients of Camp Life' (1876: 602-3). Writing to his sister in July 1859, Richard Thornton reports that he had been ill and weak, and notes, 'I sent to Tete for a Machela, (a kind of palanquin carried by two men) and returned to Tete' (Thornton letter quoted in Wallis (ed. 1956: xli). Livingstone would not have approved of Thornton's action; in a family letter he commented, 'The Portuguese are carried in hammocks slung on poles. Two slaves carry a man – it does not look well' (Martelli 1970:18 quoting a letter in Chamberlin 1940).

In *Tete, Zambesi River, South East Africa* the elaborate mashelas, each carried by two slaves, contain a Portuguese man, probably a wealthy estate owner-trader, and an elegant woman dressed in white. Her mashela has a cloth roof covering; she holds a fan; the man smokes a long pipe. The figures might be guests going to Tete to attend the July wedding Baines witnessed. Contrasting with the white Portuguese are the rear-view African figure gazing at Tete, now clad in a more colourful calico cape and on the right, a half-caste Portuguese soldier in uniform. The lowest class is represented by the slaves. The river scene is livelier in than the 1859 landscape. It depicts a space of transit, arrivals and departures. At the shoreline are three big canoes; one is heavily loaded with local men and women and a soldier in uniform; two canoes are preparing to take on passengers, probably one will transport the Portuguese travellers across the Zambesi to Tete. The English MaRobert (modern and inefficient) proceeds up the river under sail and steam; small local canoes (traditional and reliable) go up and down the river and a large canoe, loaded with people including a half-caste soldier prepares to cross to the south bank. Baines adjusts the tree forms on the left to create a strong mass of foliage and retains the figure in the tree shelter who seems to be suspending remnants of a poor corn crop on ropes, a sign that agriculture is suffering drought.

Tete, Zambesi River, South East Africa, well-structured and profuse in detail, can be understood an important cultural landscape painted by a Victorian artist who narrates incidents he witnessed during months when his integrity and professional reputation were impugned, but his will to develop his art practice remained strong.

We are grateful to Dr Marion Arnold, Honorary Fellow, Loughborough University, for her compilation of the above footnote.

References

- Baines, Thomas. 'Scenes on the Zambesi', The Cape Monthly, Vol. viii, July to December, 1860, available at https://archive.org/stream/capemonthlymagaz00unse_3/capemonthlymagaz00unse_3_djvu.txt
- Baines, Thomas. Shifts and Expedients of Camp Life, Travel and Exploration (facsimile reproduction of the 1876 edition). Johannesburg: Africana Book Society, 1975.
- Bradlow, Frank R. The Contributions of Thomas Baines to South Africa. Grahamstown: The 1820 Settlers National Monument Foundation, 1975.
- Hall, Henry. 'Memoir of the Late Thomas Baines Esq., F.R.G.S.' in Thomas Baines, The Gold Regions of South Eastern Africa, Bulawayo: Books of Rhodesia, 1968 (Facsimile reproduction of the 1877 edition).
- Martelli, George. Livingstone's River. The Story of the Zambezi Expedition 1858-1864. London: Chatto & Windus, 1970.
- Tabler, Edward C; Axelson, Eric; and Katz, Elaine N. (eds.). Baines on the Zambezi, 1858-1859. Johannesburg: The Brenthurst Press, 1882.
- Wallis, J.P.R. (ed.). The Zambesi Journal of James Stewart 1862-1863. London: Chatto & Windus Limited, 1952. Oppenheimer Series no. 6.
- Wallis, J.P.R.(ed.). The Zambezi Expedition of David Livingstone 1858-1863, vols. 1 & 2. London: Chatto & Windus Limited, 1956. (Oppenheimer Series no. 9)

140

Thomas Henry Bryant (British, 1890-1935)

A view of the Victoria Falls

signed and dated 'T.H.Bryant/1926' (lower left); inscribed in pencil 'Bryant, 16 Salisbury House' (on canvas overleaf)

oil on canvas

50.5 x 59.4cm (19 7/8 x 23 3/8in).

£600 - 800

€690 - 910

US\$740 - 990

Thomas Henry Bryant was born in East London on 10th November 1890. Following his studies at King's College, he joined the British South Africa Police around 1912 and was posted to Southern Rhodesia shortly after. His career spanned 23 years, until his death in 1935 when he was sadly killed in the line of duty.

Not much is known about Bryant's artistic endeavours. Therefore, it is quite probable that he was a keen amateur who painted for pleasure.

141

British School, 19th Century

Two views of Mauritius

one inscribed 'Com² ARTILLERY offris/House Mauritius/Aug 18th 1855./F.L.' (lower right); the other inscribed 'Claremont/1885' (lower left)

watercolour and pencil

each approximately 17.1 x 23.8cm (6 3/4 x 9 3/8in).

framed in one mount

£600 - 800

€690 - 910

US\$740 - 990

142*

Ashe Windham (British, 1830-1909)

The Pass - Laing's Nek, Natal, South Africa

oil on canvas

20.6 x 30.5cm (8 1/8 x 12in).

£600 - 800

€690 - 910

US\$740 - 990

After obtaining a Master of Arts from Trinity College Cambridge, Ashe Windham moved to Natal where he held the office of Resident Magistrate between 1857 and 1867. He then progressed to Judge of the Native High Court of Natal, a position he held from 1879 to 1884.

In this painting, Windham depicts Laing's Nek, a pass through the Drakensberg mountain range in South Africa which, prior to the opening of the railway in 1891 was the main route between Durban and Pretoria. This passage was also significant during the Boer War, in 1880, when it was occupied by the Boer's in an effort to oppose entry to British reinforcements.

143

Robert Gwelo Goodman (South African, 1871-1939)

A Cape homestead

signed 'R.G./Goodman' (lower left)

oil on canvas

51.1 x 61cm (20 1/8 x 24in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,200 - 1,900

144

Jozef Pawlikiewicz (Polish, 1894-1930)

A set of four views of Istanbul:

- 'Fatih Djami'

- 'Mosque du Sultan Ahmed' (Blue Mosque)

- 'Dans le vieux Port de Galata'

- A market in Istanbul

each signed and inscribed 'Stanbul/JPawlikiewicz' (lower left) and indistinctly titled in French (lower right); each bears various inscriptions in pencil (verso)

watercolour

the largest 43.2 x 28.9cm (17 x 11 3/8in); the smallest 39.7 x 26.1cm

(15 5/8 x 10 1/4in). (4)

£1,000 - 1,500

€1,100 - 1,700

US\$1,200 - 1,900

145

Vittorio Amadeo Preziosi (Maltese, 1816-1882)

The journeyman

watercolour and pencil

26 x 18cm (10 1/4 x 7 1/16in).

£700 - 1,000

€800 - 1,100

US\$870 - 1,200

146*

HOBHOUSE (J.C.)

A Journey through Albania, and Other Provinces of Turkey in Europe and Asia to Constantinople, 2 vol., FIRST EDITION, engraved frontispiece and 2 folding double-page maps (one with small tear), 17 hand-coloured aquatints (7 double-page), one plan, 2 plates of facsimile handwriting, 2 plates of sheet music, occasional offsetting and light spotting, calf gilt with ornate roll tooled borders, rebounded, some wear, corners bumped, 4to, James Cawthorn, 1813

£1,200 - 1,800

€1,400 - 2,100

US\$1,500 - 2,200

Provenance: William Rendell Beer, manuscript inscription.

147

William Page (British, 1794-1872)

Figures by a bridge, Delvinë, Albania

inscribed verso "View near Delvine in Albania from a s(ketch) taken by D. Ibbotson in the Spring in the year 1832."

watercolour

17 x 24.2cm (6 11/16 x 9 1/2in).

unframed

£400 - 600

€460 - 690

US\$500 - 740

148

E. Robinson, (British, 19th Century)

Arsenius the Humble, Archbishop of Thebes
inscribed ' O Tapeinos Mhtropoliths/Thhsaios/Aresenios' (upper right);
signed 'E.Robinson.' (verso) and indistinctly inscribed 'Arsenius- The
Humble-/Metropolitan of Thebes./before called archbishop ?' (on old
label attached to stretcher)
oil on canvas
76.2 x 63.5cm (30 x 25in).

£800 - 1,200

€910 - 1,400

US\$990 - 1,500

149

Tristram Ellis (British, 1844-1922)

View of the Acropolis, Athens
signed, dated and inscribed 'Tristram Ellis Athens 1890' (lower left)
watercolour
16.5 x 35cm (6 1/2 x 13 3/4in).

£700 - 1,000

€800 - 1,100

US\$870 - 1,200

Ellis made a trip to the eastern Mediterranean in 1890, where he
spent time in Athens, and had three sketches selected by George I of
Greece.

150

Attributed to Giovanni Jean Schranz (Maltese, 1794-1882)

Portrait of a British sloop, Valletta, Malta
watercolour heightened with white
26 x 37.1cm (10 1/4 x 14 5/8in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,700

In a letter by Antonio Espinosa Rodriguez, Curator of Fine Arts at the
Maritime Museum in Malta, written in 1994, he provides a detailed
description of the present watercolour which reads:

'[This] painting reproduces a portrait of a sloop flying the blue
ensign, moored at Kalkara Creek, seen from the Valletta side of the
Grand Harbour. Serving as background to the sloop is Fort Angelo
followed at a further plane by Senglea point, distinguished by the
characteristic dome and belfry off the church of our lady of Portosalvo
popularly known as Saint Philip, and of course the famous guard-
post at the Senglea point. Further on, appears the Marsa basin and
Jesuit Hill. Over the horizon is an indication of Mdina and Verdala
castle. The scene is then completed towards the right by part of the
fortifications of Floriana and Pinto stores. Serving as a repoussoir to
the entire composition is a floating buoy and a flying seagull. This
latter compositional aspect is often encountered in many of Schranz's
paintings'.

151

Attributed to Giovanni Jean Schranz (Maltese, 1794-1882)

A view of Grand Harbour, Valletta, Malta
watercolour
34.6 x 51.1cm (13 5/8 x 20 1/8in).

£4,000 - 6,000

€4,600 - 6,900

US\$5,000 - 7,400

In a letter by Antonio Espinosa Rodriguez, Curator of Fine Arts at the
Maritime Museum in Malta, written in 1994, he provides a detailed
description of the present watercolour which reads:

'[This] painting offers an extensive and lively view of Grand Harbour
taken from below the rump paths of Valletta, at a point popularly
known as Taht iz-Ziemel; a rocky part of water-front....In the foreground
there are four figures in the characteristic dress of 19th century Maltese
fishermen, one is actually seen repairing a net. Nearby is a firilla with
four rowers. The paddle steamer in the centre of the composition flies
the French flag and could possibly be the *Leonidas* which served in the
Malta-Marseilles run.....A British man o war is just visible from behind
the Fort Saint Angelo. The scene represented must have been a very
common sight during the third quarter of the 19th century.'

152

Attributed to Anton Schranz the Younger (active Malta, 1801-circa 1865)

A view of the Grand Harbour, Malta
oil on canvas
38.1 x 59.3cm (15 x 23 3/8in).

£4,000 - 6,000

€4,600 - 6,900

US\$5,000 - 7,400

153*

FRÉZIER (AMÉDÉE-FRANÇOIS)

Relation du voyage de la Mer du Sud aux côtes du Chily et du Perou,
FIRST EDITION, 37 engraved maps, plans and plates (18 folding),
engraved head- and tail-pieces, light toning and occasional offsetting,
eighteenth-century mottled calf gilt, minor wear [Sabin 25925; Shirley
G.FREZ-1a], 4to, Paris, Jean-Geoffroy Nyon [and others], 1716

£1,000 - 1,500

€1,100 - 1,700

US\$1,200 - 1,900

An account of Frézier's voyage from France around Cape Horn, and
his travels along the coasts of Chile and Peru, describing the chief
towns and cities. The maps show important bays, ports and cities in
Chile, Peru and Brazil. Of particular interest is the *Carte Reduite de
l'Extremité de l'Amérique Méridionale dans la Partie du Sud*, which
shows the recent discoveries at the southern tip of South America.
Frézier was the first Frenchman to draw up a precise map of the Strait
of Magellan and Tierra del Fuego.

Provenance: Marquis Puget de Barbentane, bookplate.

154

South American School, 19th Century

Portrait of a young woman in a mountain landscape, possibly Peru
oil on canvas
91.8 x 71.1cm (36 1/8 x 28in).

£800 - 1,200

€910 - 1,400

US\$990 - 1,500

When comparing the sitter in the present work to some of the women
depicted in Johann Moritz Rugendas's compositions such as 'The
Independencia Market', there are some noticeable similarities in the
costumes, which would suggest that the lady depicted in this painting
could be Peruvian with the Andes shown in the distance.

155

Alfredo Helsby (Chilean, 1862-1933)

Sunlight over the mountains

signed 'Alfredo Helsby' (lower left)

oil on canvas

55.5 x 74.9cm (21 7/8 x 29 1/2in).

£3,000 - 5,000

€3,400 - 5,700

US\$3,700 - 6,200

156

German School, 19th Century

A country landscape in South America

bears a signature 'F.R. Unterberger' (lower left)

oil on canvas

65.1 x 80cm (25 5/8 x 31 1/2in).

£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,500

157

British School, 19th Century

A sketch of HMS *Ganges* and *Thetis* off Cape Frio, Brazil

signed and dated 'CHMB. 1829.' (lower right); inscribed 'Ganges and Thetis off Cape Frio' (lower centre)

pencil

21 x 30.5cm (8 1/4 x 12in).

£600 - 800

€690 - 910

US\$740 - 990

From 1826-29, HMS *Ganges* and *Thetis* were assigned to the South American Station, a formation of the Royal Navy that existed since 1808 following the establishment of the Portuguese Court in Rio de Janeiro. Rear Admiral Robert Otway was the commander-in-chief during this period, heading the formation with *Ganges* as flagship. Otway played a diplomatic role in South America in the early 19th century, since the British diplomatic service was limited to having a representative in Brazil.

158

Daniel Thomas Egerton (British, 1797-1842)

Fisherfolk and boats on a beach with an expansive coastline beyond, Mexico

signed and dated 'D.T.Egerton/1837 (lower left)

oil on board

23.2 x 33cm (9 1/8 x 13in).

£15,000 - 20,000

€17,000 - 23,000

US\$19,000 - 25,000

Provenance

Mr. O. T. Norris of Tilgate Forest Lodge, Sussex.

Private collection, Italy (gifted to the current owner's family by the above in the early 70s, thence by descent).

Egerton was already an established artist in London when he left for Mexico in 1831, perhaps disillusioned with life in London and/or attracted by opportunity to explore new places for his work. He spent five years travelling through Mexico recording his findings through sketches. Upon his return from Mexico in 1836, he developed some of these sketches into a limited series of thirteen large scale oils and watercolours, which were exhibited at the Society of British Artists

between 1838-1840. The same scenes would also be depicted in his set of Lithographs published in 1840 under the title *Egerton's Views in Mexico*; being a series of twelve coloured plates executed by himself from the original drawings, accompanied with a short description. This print series would prove hugely popular and went towards funding his next trip to Mexico in the same year.

The present work is dated a year after Egerton's return to London. As the figures in the foreground appear to be dressed in traditional Mexican outfits of the day (similar to the figures found in Egerton's painting 'Vera Cruz and Castle of San Juan D'Ulloa'), it would be reasonable to assume that the artist painted this beach scene from one of his many sketches from Mexico. Unfortunately, there are no inscriptions on the painting identifying the beach or coastline and despite our best efforts we have been unable to find its exact location in Mexico.

159

Attributed to Daniel Thomas Egerton (British, 1797-1842)

The Valley of Mexico looking to the east

oil on board

19 x 23.8cm (7 1/2 x 9 3/8in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,700

Provenance

Mr. O. T. Norris of Tilgate Forest Lodge, Sussex.

Private collection, Italy (gifted to the current owner's family by the above in the early 70s, and thence by descent).

160

Johann-Salomon Hegi (Swiss, 1814-1896)

A busy market scene near Huatusco Veracruz, Mexico

signed 'J.S.Hegi.' (lower left); bears inscriptions in pencil by different hands (verso)

watercolour with traces of pencil

13.3 x 19.7cm (5 1/4 x 7 3/4in).

£800 - 1,200

€910 - 1,400

US\$990 - 1,500

161

William Aiken Walker (1838-1921)

Cotton pickers

signed 'WAWalker.' (lower left)

oil on board

31.1 x 23.1cm (12 1/4 x 9 1/8in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,700

William Aiken Walker described himself as 'an artist and teacher of languages', being fluent in both French and Spanish. It is therefore no surprise that over the years he would travel throughout much of America and Cuba, with many of his works documenting the landmarks, landscapes and people he encountered.

Throughout the 1880s, Walker produced a vast quantity of paintings that depicted the lives and work of the African American community on the southern plantations. Both this and lot 162 are classic examples of these pictures, which are widely considered to be Walker's trademark works.

162

William Aiken Walker (1838-1921)

A cotton picker

signed 'WAWalker.' (lower left)

oil on board

31.1 x 23.1cm (12 1/4 x 9 1/8in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,700

William Aiken Walker described himself as 'an artist and teacher of languages', being fluent in both French and Spanish. It is therefore no surprise that over the years he would travel throughout much of America and Cuba, with many of his works documenting the landmarks, landscapes and people he encountered.

Throughout the 1880s, Walker produced a vast quantity of paintings that depicted the lives and work of the African American community on the southern plantations. Both this and lot 161 are classic examples of these pictures, which are widely considered to be Walker's trademark works.

163*

BERQUIN-DUVALLO (PIERRE LOUIS)

Vue de la colonie Espagnole du Mississipi, ou des provinces de Louisiane et Floride Occidentale, FIRST EDITION, *half-title, 2 engraved hand-coloured folding maps by Blandeau (one with short tear), 2 leaves of errata at end, light toning, contemporary mottled calf gilt, light wear, hinges starting* [Sabin 4962; Streeter sale, lot 1530], 8vo, Paris, l'Imprimerie Expéditive, 1803

£800 - 1,200

€910 - 1,400

US\$990 - 1,500

"An entertaining and gossipy first-hand picture of life in New Orleans at the turn of the century... At the end there are general accounts of the natural features of Louisiana, its commerce, and other general subjects. Its two colored maps, one of lower, the other of upper Louisiana to the Falls of St. Anthony are well worth while" (Streeter).

164

After George Bulteel Fisher

'View of the Falls of Niagara, North America. Taken about a Mile below the largest Fall, Perpendicular Height of the Fall 150 Feet - Extreme Breadth. Including both Fall and the Island 3/4 of a Mile.'

aquatint with hand-colouring, printed and published by John William Edy, London, 1795-1800

image 39.5 x 61cm (15 1/2 x 24in).

£800 - 1,200

€910 - 1,400

US\$990 - 1,500

165*

BRESSANI (FRANCESCO GIUSEPPE)

Breve relatione d'alcune missioni de PP. della Compagnia di Giesu nella Nuova Francia, FIRST EDITION, *woodcut device on title, floriated woodcut initials, light toning, neatly filled in wormholes not affecting text, modern calf antique gilt, slipcase* [Sabin 7734], 4to, Macerata, Heirs of Agostino Grisei, 1653

£4,000 - 6,000

€4,600 - 6,900

US\$5,000 - 7,400

RARE FIRST HAND ACCOUNT OF A JESUIT MISSION IN CANADA AMONGST THE IROQUOIS AND HURON TRIBES.

Bressani references Pope Urban VIII's letter of 1638 that forbade the enslavement of Natives in the New World, who, as subjects of the missions were recognised as human beings with souls that needed to be saved. The first section describes the flora and fauna of Canada, the customs of its people, and a positive account of the missions. The second section is dedicated to Bressani's capture by the Iroquois in 1644, describing his torture and beatings, and his rescue. The third part focuses on the sufferings of other missionaries at the hands of the Iroquois.

"What we find in the first chapters of *Breve Relatione* is an image of the noble savage, long before this idea was expressed by Jean Jacques Rousseau in 1778." (Joseph J. Pivato, *An Italian Jesuit in Canada: Faith and the Imagination in the 'Breve Relatione'*, 1653).

Provenance: Jesuits of Imola, early inscription on title.

166*

MACKENZIE (ALEXANDER)

Voyages from Montreal, on the River St. Laurence, through the Continent of North America, FIRST EDITION, JOHN A. MACDONALD'S COPY, *half-title, engraved portrait frontispiece, 3 folding engraved maps (2 neatly repaired), errata leaf at end, light offsetting and age-toning throughout, untrimmed in original light blue boards, rebaked, some wear and chips to corners, modern slipcase* [Sabin 43414], 4to (290 x 230mm.), T. Cadell and W. Davies, 1801

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,700

Provenance: Thomas Worsfold, 1802, Mitcham, Surrey, ownership inscriptions on first flyleaf and half-title; Sir John A. Macdonald (1815-1891), the first Prime Minister of Canada, serving from 1867 to 1873, and then again from 1878 to 1891.

167*

ALASKA

WRANGEL (FERDINAND PETROVICH, BARON VON) Statistische und ethnographische Nachrichten über die Russischen Besitzungen an der Norwestküste von Amerika, FIRST EDITION, *edited by K.E. von Baer, folding engraved map of the mainland of Alaska and adjoining islands, folding letterpress table showing a comparative vocabulary of 8 native tribes inhabiting the northwest coast, without final 8 leaves ("announcement by Baer and Helmersen... regarding the need and value of this publication" according to Lada-Mocarski), modern morocco-backed marbled boards* [Lada-Mocarski 106; Sabin 105519], 8vo, St. Petersburg, Kaiserlichen Akademie de Wissenschaften, 1839

£800 - 1,200

€910 - 1,400

US\$990 - 1,500

“ONE OF THE FUNDAMENTAL WORKS ON ALASKA AS THE RUSSIANS KNEW IT DURING THE FIRST HALF OF THE NINETEENTH-CENTURY” (Lada Mocarski). The author spent five years (1830-35) as the Chief Administrator of Russian Colonies in America, providing “an authoritative eye-witness account which gives much information not available to someone who merely participated in one of the expeditions to Alaska and spent perhaps a few weeks or months there” (idem). The table include vocabularies from eight different native tribes.

Property of the Descendants of Henry Wemyss Feilden

168*

SMITH (ANDREW)

Report of the Expedition for Exploring Central Africa, from the Cape of Good Hope, June 23, 1834, Under the Superintendence of Dr. A. Smith... “PUBLISHED FOR THE SUBSCRIBERS ONLY”, 68pp., [Mendelssohn II (1957), p.326, “exceedingly scarce”], Cape Town, Printed at the Government Gazette Office, 1836--A Catalogue of the South African Museum: Now Exhibiting in the Egyptian Hall, Piccadilly. The Property of a Society Entitled “The Cape of Good Hope Association for Exploring Central Africa”, FIRST EDITION, 39pp., Smith, Elder and Co., 1837--[AUCTION CATALOGUE] Egyptian Hall, Piccadilly. A Catalogue of the South African Museum... Which Will be Sold by Auction by Messrs. J.C. & S. Stevens... on Wednesday, the 6th day of June, 1838, 22pp., [2, advertisement], Printed by Whiting, [1838], 3 works bound in 1 vol., FIRST EDITIONS, early maroon half morocco, gilt lettered “Exp. Explor. Centr. Africa. 1834” on spine, 8vo

£800 - 1,200
€910 - 1,400
US\$990 - 1,500

“EXCEEDINGLY SCARCE” (Mendelssohn) report on the 1834-36 “widespread exploration of South Africa under the auspices of the Cape of Good Hope Association with particular emphasis on negotiating treaties with the native chiefs on the northern borders of the province” (Howgego). Bound in are two further rarities, being the exhibition catalogue and subsequent auction catalogue of the zoological and ethnographical specimens brought back from the expedition, which took place at The Egyptian Hall in London.

Provenance: George R. Waterhouse (1810-1888, first curator of the London Zoological Society), with his signature on the title to both works, the first signed “George R. Waterhouse, Zoological Society”, 1836 being the year in which he was appointed to the LZS. In 1838 he completed the cataloguing of his *Catalogue of the Mammalia*, describing the LZS’ collection of 665 mammals. Also in 1836 he examined mammal specimens brought back on HMS *Beagle*, and “his findings... helped to convince Darwin that representative species were common, and that islands could evolve new races” (ODNB); Henry Wemyss Feilden (1838-1921, naturalist and Polar explorer), bookplate; thence by descent.

169

AMERICAN CIVIL WAR

FEILDEN (HENRY WEMYSS) Autograph letter signed (“H. Wemyss Feilden”) to Eliza Wigham Feilden (“My dear aunt”) giving a detailed account of his movements “since coming into the Confederacy”, from breaking the Blockade at Charleston (“I have tried 3 times and been fired at unmercifully each time...”) having sailed from Nassau, first impressions of Southern women who from “the delicate lady to the hardy peasant wife have all... tilled the fields... have clothed the troops... [and] housed them in the hours of sickness...”, and of Charleston and attempts to join the Confederacy (“... the city is one great camp... every one is trying for military distinction, [and]

the demand for appointments as officers is enormous... I selected Charleston as we daily expect the whole force of the Yankee Armada to be thrown against this portion of the state...”, and an almost 4-page description of his first meeting with “the celebrated Stonewall Jackson”, to whose rooms he was invited after dinner, whereupon “the servant came in & took his mattress out of a cupboard & laid it on the floor, [and] as I chose to retire, the Gen said Capt. there is plenty of room on my bed, I hope you will share it with me...” (a request Feilden turned down, but Jackson kept his great coat to dry it by his fire), leaving on him a great impression (“[Jackson] is the darling of his men, the pride of them, & they never seem to tire of talking of him... I believe his character like that of Gen. Lee is spotless”, and venturing opinions on slavery (“The Yankees care no more for the negro and abolition than an Andaman islander does... if they thought by murdering all the negroes they could win the South these Yankees would do it...”), etc. 21pp., old folds, small area of loss to 3 pages, 5-line note by Feilden added at later date at foot of final page, 8vo, Charleston, 4-10 March 1863; together with a manuscript notebook by Feilden, including a record of his career in America, the meeting with his wife, the stillbirth of their child and return to England in June 1865 and subsequent movements until 1875, and an album of Feilden family photographs (including several of Feilden, one in Confederate uniform) inscribed to his future wife “Miss Julia McCord, Charleston, April 1864”, and a cased daguerreotype of Feilden aged sixteen, c.1854/5 (4)

£800 - 1,200
€910 - 1,400
US\$990 - 1,500

‘THERE IS PLENTY OF ROOM ON MY BED, I HOPE YOU WILL SHARE IT WITH ME’ - Stonewall Jackson offers hospitality to W.H. Feilden (1838-1921), a British officer who volunteered as a Confederate staff officer in Charleston, South Carolina. This 21-page letter is the earliest sent home by Feilden to his family in England, vividly telling of his dangerous voyage from Nassau to South Carolina on board a blockade runner, his meeting with Stonewall Jackson, appointment to the staff of General P.G.T. Beauregard, and early impressions of Charleston, the local women, and opinion of the Yankees. Whilst serving he met and married a local woman named Julia McCord who lived in Greenville. To her he presented the photograph album included in the lot, which now houses many photographs of Feilden (one in Confederate uniform) and close members of his family, as well as Gen. Beauregard (by Quinby of Charleston), and George S. Nares (the leader of the British Arctic Expedition 1875-6, which Feilden accompanied as naturalist).

The letter was published in *A Confederate Englishman: The Civil War Letters of Henry Wemyss Feilden*, edited by W. Eric Emerson and Karen Stokes, University of South Carolina Press, 2013, the introduction of which provides a wonderful overview of Feilden’s experience during the Civil War. The text was taken from a typescript, and the remainder of the correspondence is held by the South Carolina Historical Society.

Provenance: Captain Henry Wemyss Feilden (1838-1921), naturalist on the British Arctic Expedition, 1875-1876; thence by descent.

170

NARES BRITISH ARCTIC EXPEDITION, 1875-76

Admiralty document "Appointing Captain Feilden, naturalist to Polar Expedition", outlining conditions and pay, *ink on 3 sheets, stapled upper left, folio*, 22 February 1875; and 4 further manuscript documents (2 Admiralty, 1 War Office, 1 kept copy by Feilden) relating to Feilden's appointment, pay, and role in the Arctic Expedition, dated 10 March 1875 to 20 May 1878 (5)

£400 - 600

€460 - 690

US\$500 - 740

"The conditions of your appointment as regards pay, provisions, and clothing are to be the same as those of the Lieutenants of the Expedition, the single pay of a Lieutenant viz- 10s a day from the date of your appointment... and double that amount from the date of the Expedition leaving England...". Feilden is officially appointed as naturalist aboard H.M.S. *Alert* on 22 February, although he made note in his Arctic Journal that he was appointed on 1 February. The other documents relate to subsequent questions that arose about his rate of pay, and a request from the Admiralty for Feilden "to supply a list of published papers in connection with Natural History results of Expedition 1875-76 to Arctic Regions".

Provenance: Captain Henry Wemyss Feilden (1838-1921), naturalist on the British Arctic Expedition, 1875-1876; thence by descent.

171

NARES BRITISH ARCTIC EXPEDITION, 1875-76

FEILDEN (HENRY WEYMSS) A pair of watercolours, captioned 'Cape Desolation, June 28 [18]75'; 'Old Sukkertoppen. N. Lat 65-40 W. Greenland. An Arctic Sketch, 3rd July - 1875 H.W.F.', *watercolours on paper, captioned on the image, each signed ("HWF") lower right, each mounted, framed and glazed, images to view 110 x 275mm., and 125 x 270mm., 1875 (2)*

£1,500 - 2,500

€1,700 - 2,900

US\$1,900 - 3,100

TWO WATERCOLOURS MADE BY H.W. FEILDEN ABOARD H.M.S. *ALERT* WHILST OFF THE COAST OFF GREENLAND. His written account of the days on which they were executed are recorded in his manuscript journal. "Monday 28 June 1875. Cape Desolation... 3 o'clock a.m. passed out of detached ice... 7.15 Passed through a stream of loose ice. Skirted the ice all day... undoubtedly the outer edge of the East Greenland drift coming round Cape Farewell... not far from Cape Desolation bore E. by N. distant of forty-five miles by observation". On 3 July he noted "Wind dead foul... During the tacks when we neared the shore, we had splendid views of Greenland scenery... 'The Land of Desolation'... my eye never rested on a more melancholy land... when the sun dipped below the horizon... it departed in a blaze of glory, spreading a warm purple hue over the mountain tops, and lighting up ice-stream and snow drifted valley with delicate shades of pink and salmon colour", and on 4 July "On deck middle watch... till 1 a.m., were then nearly abreast of "Old Sukkertoppen", a very prominent, isolated round mountain close to the shore" (H.W. Feilden, *Arctic Journal... 1875-1876*, edited by Trevor H. Leve, Hakluyt Society, 2019, p.60 and p.63). Similar watercolours made off the coast of Greenland between 1 and 6 July, were inserted by Feilden into his Journal, and are reproduced in colour in the Hakluyt edition.

Provenance: Captain Henry Wemyss Feilden (1838-1921), naturalist on the British Arctic Expedition, 1875-1876; thence by descent.

172

NARES BRITISH ARCTIC EXPEDITION, 1875-76

'Crystals of Quartz. From neighbourhood of Floeberg Beach. Grinnell Land. H.W. Feilden', *sample of quartz, approx. 50 x 35 x 25mm., with caption in Feilden's hand on tag*

£600 - 800

€690 - 910

US\$740 - 990

A piece of quartz collected by Nares Expedition naturalist and geologist H.W. Feilden, when the H.M.S. *Alert* set up winter quarters at Floeberg Beach at latitude 82.27N., from where several sledging parties explored the northern shore of Grinnell Land, Ellesmere Island.

Provenance: Captain Henry Wemyss Feilden (1838-1921), naturalist on the British Arctic Expedition, 1875-1876. Nares' request to take a professional geologist was denied by the Admiralty, so Feilden was tasked with this job which he carried out with great success, Trevor H. Leve noting that Feilden's "work in geology was indeed his most valuable and enduring contribution to the scientific results of the expedition..." and that it "was to stand unsurpassed until the middle of the twentieth century..." (preface, *The Arctic Journal of Captain Henry Wemyss Feilden...*, Hakluyt Society, 2019); thence by descent.

173

NARES BRITISH ARCTIC EXPEDITION, 1875-76

MITCHELL (WILLIAM FREDERICK) 'H.M.S. "Alert." September 1st, 1875. N. Lat. 82° 24" ', *mounted on card (with printed caption), some scattered single spots, framed and glazed, image 250 x 355mm., faintly signed and dated "W.F. Mitchell 1877" (lower right)*

£600 - 800

€690 - 910

US\$740 - 990

A watercolour of H.M.S. *Alert* commemorating the day on which, as recorded by H.W. Feilden "The *Alert* rounds Cape Union, Most Northern Latitude Yet Attained by Any Ship... 12h. meridian hoisted ensign being further north than any other ship" (*The Arctic Journal of Captain Henry Wemyss Feilden, R.A., The Naturalist in H.M.S. Alert 1875-1876*, edited by Trevor H. Leve, Hakluyt Society, 2019, p.103). Marine artist William Frederick Mitchell (1845-1914) made several paintings and watercolours of both the HMS *Alert*, a 17-gun Royal Navy wooden screw sloop launched in 1856, and HMS *Discovery*, the second ship taken on the Nares Expedition.

Provenance: Captain Henry Wemyss Feilden (1838-1921), naturalist on the British Arctic Expedition, 1875-1876; thence by descent.

174

NARES BRITISH ARCTIC EXPEDITION, 1875-76

An unopened bottle of Allsopp's Arctic Ale, "Brewed for the [British] Arctic Expedition 1875", *original intact metal capsule with raised lettering ("Brewed for the Arctic Expedition 1875" and brewer's "hand") emblem in orange, bottle height 320mm., base diameter 90mm., Burton-On-Trent, Allsopp & Son, 1875*

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,700

RARE UNOPENED BOTTLE OF BEER BREWED SPECIALLY FOR USE ON THE NARES 1875 ARCTIC EXPEDITION by Allsopp of Burton-On-Trent, Staffordshire.

Provenance: Captain Henry Wemyss Feilden (1838-1921), naturalist on the British Arctic Expedition, 1875-1876; thence by descent.

175

NARES BRITISH ARCTIC EXPEDITION, 1875-76

A collection of items relating to the Nares Expedition, comprising:

DIXON (HENRY, *photographer*) 'Arctic Expedition 1875. Officers of the H.M.S. Alert [including Nares, Feilden, A.H. Markham] Photographed on Board the Vessel on the Morning of Departure. May 29th 1875', *albumen print, on original captioned mount, image (205 x 255mm.), framed and glazed, mount 260 x 280mm., [Portsmouth], 1875*

Painting of H.M.S. *Discovery*, or H.M.S. *Alert* in the Arctic ice, members of the Expedition in the foreground, by an unknown artist *oil on wooden board, 150 x 175mm., [c.1875-6]*

"Naturalist. H.M.S. Alert", 2 brass plaques, *engraved with lettering, approximately 20 x 90mm., [c.1875-6]*

Wooden pipe, USED BY FEILDEN ON THE EXPEDITION, *incised "Capt. Feilden- Arctic Exped. 75" on the rim, and "82° 20' N.L." [Farthest North reached] on the bowl, without mouthpiece, with later label "This pipe was used by Colonel H.W. Wemyss when on the Arctic..."*, no maker or date

Wooden pipe, TAKEN FROM A DEAD SOLDIER DURING THE AMERICAN CIVIL WAR, AND USED AT THE ARCTIC, *bone mouthpiece, metal rim to chamber, and metal saddle engraved "H.W.F.-E.R.A. 1875" and "Til Nordpolen", and "82° 47' N.L." on the stem, with label in W.H. Feilden's hand "I got this pipe off a dead soldier in one of the attacks on Charleston in 1864, and smoked it for 30 years. It is now cracked & put on the shelf", approximately 150mm. in length, [no maker or date] (6)*

£1,000 - 1,500

€1,100 - 1,700

US\$1,200 - 1,900

A group of unusual items relating to W.H. Feilden's travels to the Arctic, including a scarce photograph of the Officers of the H.M.S. *Alert* taken aboard the ship on the day of departure from Portsmouth, an image of one of the Expedition ships aside the ice floes, and 2 pipes engraved with lettering to commemorate the trip. One of the pipes was collected by Feilden from a dead soldier at Charleston in 1864 whilst he was serving in the Confederate army.

Provenance: Captain Henry Wemyss Feilden (1838-1921), naturalist on the British Arctic Expedition, 1875-1876; thence by descent.

176

NARES BRITISH ARCTIC EXPEDITION, 1875-76

A horn spoon, with large bowl and tapering handle, collected by H.W. Feilden of the H.M.S. *Alert*, *string toggle with printed label ('H.M.S. "Alert." H.W. Feilden')* attached to handle, *length 224mm.*

£600 - 800

€690 - 910

US\$740 - 990

Provenance: Captain Henry Wemyss Feilden (1838-1921), naturalist on the British Arctic Expedition, 1875-1876; thence by descent.

177

SCIENTIFIC INSTRUMENTS, TOOLS AND EQUIPMENT

A collection of tools and instruments belonging to W.H. Feilden, including:

Double-headed ice or geological pick axe, *lettered "H.W.F." on wooden shaft, length 260mm.*; Hammer and pick, *lettered "H.W.F." on rounded wooden shaft, length 300mm.*; Trowel, *lettered "H.W.F." on wooden handle, in calf sheath, length 265mm.*

Brass eyepiece, by Troughton & Simms, *length closed 215mm.*; Pocket Aneroid Barometer, by Gibb of Scarborough, *cased*; Pocket Barometer by Negretti & Zambra, Patent "6276/15", with directions of wind, *in pocket*; Two thermometers (one mercury), by Negretti & Zambra, *wooden case, lettered "H.W.F." on upper cover*; Pocket compass, by Troughton & Simms, *cased*; Binoculars, by Ross of London, *leather case, lettered "H.W.F. on upper cover*

Bone letter opener, *lettered "H.W. Feilden", length 255mm.*; Copper Blackjack Half-Pint Tankard, by Gorham Manufacturing Co. of Rhodes Island, *sterling silver rim, height 110mm., c.1900*; Wooden three-piece fishing rod, reel, line winder and net; Small glass lamp with wick; "Acme City Whistle"; and a few other items,

£800 - 1,200

€910 - 1,400

US\$990 - 1,500

Provenance: Captain Henry Wemyss Feilden (1838-1921), naturalist on the British Arctic Expedition, 1875-1876. Included with the lot is a framed portrait of Feilden after a painting by Herbert Sidney, signed to by the sitter to his wife Julia; thence by descent.

178*

NARES BRITISH ARCTIC EXPEDITION, 1875-76

FEILDEN (HENRY WEYMSS) Autograph letter signed ("H.W. Feilden Capt. & Paymaster R.N., Naturalist, H.M.S. Alert") to Captain George Nares, informing him of his intention to give "an example of a musk ox - Oxibos Moschatus - which we procured last July at Floeberg Beach" to the British Museum, countersigned by Nares ("Approved G.S. Nares Captain"), *one page, on printed "Arctic Expedition. H.M.S. 'Alert' headed paper with embossed Admiralty emblem at head, old folds, folio, Portsmouth, 27 November 1876*

£600 - 800

€690 - 910

US\$740 - 990

FEILDEN NOTIFIES GEORGE NARES THAT HE HAS A MUSK OX ON BOARD H.M.S. *ALERT*, "...which we procured last July at Floeberg Beach [Canada] and pickled in a barrel with a little salt", and requests permission to forward it, without delay, to the Natural History Department at the British Museum where the Keeper Dr. Gunther has "expressed his willingness, to have the example alluded to, properly preserved and mounted, and placed in the museum".

Provenance: Captain Henry Wemyss Feilden (1838-1921), naturalist on the British Arctic Expedition, 1875-1876; thence by descent.

179

ARCTIC MEDAL 1875-6

The C.B. group of five medals awarded to H.W. Feilden (1838-1921), Imperial Yeomanry, late 8th Punjab Infantry and 42nd Royal Highlanders, comprising:

The Most Honourable Order of the Bath, Military Division, Companion's (C.B.) breast Badge, *in silver gilt and enamel, boxed*

Indian Mutiny 1857-58, one clasp, "Lucknow", officially impressed (Ensign. H.W. Feilden, 42nd R.I. Highlanders)

Second China War 1857-1860, one clasp, Taku Forts 1860, officially impressed (Lieut. H.W. Feilden, 8th Punjab Infy)

Queen's South Africa 1899-1902, 3 clasps, Cape Colony, Orange Free State, Transvaal, engraved (Col. H.W. Feilden. Impl. Yeo.)

Arctic Medal 1875-6, engraved "*Cap: The Hon. H.W. Feilden R.A. Nat. t H.M.S. Alert*", reverse depicts a three-masted ship trapped in the ice, together with corresponding miniature medals, *in original box* (group)

£20,000 - 30,000

€23,000 - 34,000

US\$25,000 - 37,000

Educated at Cheltenham College, Feilden joined the 42 Highlanders (Black Watch) in 1855 as an Ensign, taking part in the taking of Cawnpore in the "Indian Mutiny" and later at Lucknow. Transferring to the 44th Foot he took part in the Second Chinese War participating in the final attack on the Taku Forts. Having resigned his commission in order to fight for the Confederate army in the American Civil War, Feilden was then appointed by George Nares as the naturalist on H.M.S. *Alert* during the British Arctic Expedition 1875-76, for which he was awarded the Arctic Medal. In 1881 he served in the Transvaal campaign in South Africa with the Natal Field Force.

Provenance: Captain Henry Wemyss Feilden (1838-1921), naturalist on the British Arctic Expedition, 1875-1876; thence by descent.

180*

NARES BRITISH ARCTIC EXPEDITION, 1875-76

Journals and Proceedings of the Arctic Expedition, 1875-6, Under the Command of Captain Sir George S. Nares... Presented to both Houses of Parliament by Command of Her Majesty, 32 *lithographed plates and maps* (2 torn, occasional light spotting), H.M.S.O., 1877; Arctic Expedition. Results Derived from the Arctic Expedition, 1875-76. I. Physical Observations by Captain Sir George Nares, R.N., and Captain Feilden, &c. II. Medical Report on the Eskimo Dog Disease, by Fleet Surgeon B. Ninnis, M.D., 8 *folding chromolithographed plates*, 7 *folding tables printed in red and black*, H.M.S.O., 1878, 2 works bound in 1 vol., FIRST EDITIONS, *later half morocco over marbled boards, original printed blue wrappers bound in, folio* (330 x 205mm.)

£700 - 900

€800 - 1,000

US\$870 - 1,100

Provenance: Captain Henry Wemyss Feilden (1838-1921), naturalist on the British Arctic Expedition, 1875-1876, who co-authored with Nares one of these "blue books"; thence by descent.

181*

NARES BRITISH ARCTIC EXPEDITION, 1875-76

NARES (GEORGE) Narrative of a Voyage to the Polar Sea During 1875-6 in H.M. Ships 'Alert' and 'Discovery'... With Notes on the Natural History Edited by H.W. Feilden, 2 vol., FIRST EDITION, FEILDEN'S OWN COPY, 6 *mounted Woodburytypes*, 2 *folding maps* (one laid on linen), *illustrations, one leaf of text spotted and near loose, without half-titles and advertisements, polished half calf gilt by Morell, t.e.g. [Arctic Bibliography 12026a], 8vo*, Sampson Low, Marston, 1878

£600 - 800

€690 - 910

US\$740 - 990

FINE ASSOCIATION COPY OF NARES' OFFICIAL ACCOUNT OF THE EXPEDITION "TO THE POLAR SEA", owned by H.W. Feilden who contributed to the book. "In the Appendices to this work my friend Captain Feilden, the naturalist attached to the 'Alert,' in addition to supplying original papers, has arranged in an abridged form these valuable contributions to Natural History" (Nares' Preface).

Provenance: Captain Henry Wemyss Feilden (1838-1921), Naturalist on the British Arctic Expedition, 1875-1876, bookplate, and note loosely inserted in his hand "This is a very fine copy and ought to be retained by those who want it... 24/9/12"; thence by descent.

182

NARES BRITISH ARCTIC EXPEDITION, 1875-76

MARKHAM (ALBERT HASTINGS, *Captain of HMS "Alert", and second-in-command of the British Arctic Expedition*) Carte-de-visite portrait by Elliot & Fry, seated three-quarter-length in naval uniform, CUT SIGNATURE ("*Very sincerely yours A.H. Markham*") pasted beneath, image 84 x 60mm., card 100 x 63mm., undated--NARES (GEORGE S., *Commander of the British Arctic Expedition*) Autograph letter signed ("G.S. Nares") to Henry Wemyss Feilden ("Dear Feilden"), thanking him for his letter, noting that he "hopes you will not have to return South", mentioning the Royal Society and "lists of applicants for 1898 & 99", one page, 4to, Surbiton, 4/6/[0]1 (2)

£500 - 700

€570 - 800

US\$620 - 870

Provenance: Captain Henry Wemyss Feilden (1838-1921), naturalist on the British Arctic Expedition, 1875-1876; thence by descent.

183*

FEILDEN (HENRY WEMYSS)

A bound volume of 30 papers on ornithology and natural history, many relating to the Arctic regions, by W.H. Feilden, *extracted from various journals and transactions, 2pp. manuscript list of contents, some with off-print title-page, red half morocco, gilt lettered "H.W. Feilden. 1877-96" on the spine, 8vo, [1877-96]*

£400 - 600

€460 - 690

US\$500 - 740

Throughout his career Feilden was an avid amateur naturalist with a particular interest in ornithology, and contributed many articles to journals such as *The Zoologist*, *Ibis*, and *Transactions of the Norfolk and Norwich Naturalists' Society*. His obituary in *The Field* (2 July 1921) noted that "Few naturalists have had a more varied experience of military service and sport, and enjoyed more extended opportunities for seeing the beauties of Nature in almost every part of the world than the veteran explorer [Feilden]... [of his achievements as a naturalist] on the Alert he was naturally very proud, and his vivid descriptions of the attendant circumstances of his discovery gave great satisfaction to the ornithologists".

Provenance: Captain Henry Wemyss Feilden (1838-1921), naturalist on the British Arctic Expedition, 1875-1876; thence by descent.

184

WELLMAN AMERICAN POLAR EXPEDITION, 1894

Log Book of the Auxiliary S.Y. *Saide*, kept by H.W. Feilden, during a voyage to Spitsbergen [Svalbard], *approximately 100 leaves, filled in manuscript by Feilden with daily entries on progress, weather, sights and landscapes seen, visitors and special notes (4 July, "no news of Rafnvald Jarl or of Wellman's party... Brought 4 [Polar] Bear skins from J. for £22"; 7 July, "Wrote a letter for Herr Oyen, on Danes Island... Captain Johannesen alongside... and bought a snow owl shot a few hours before..." with approximately 30 albumen print photographs by "Lt. Col. E.C. Bond, our 'Special Artist'" pasted in or loose, a few pencil or ink illustrations, numerous newspaper cuttings (in particular relating to the Wellman Expedition, the Saide and Feilden), printed ephemera (menus, cards, a few signatures), a large folding engraved map of Spitsbergen annotated in the margins by Feilden with comments on upwards of 25 different species of bird seen in the region, a series of 6 letters (27 pages, mostly on ship's headed paper) sent by Feilden to his uncle Leyland during the voyage including one devoted to Wellman (12 July, Tromsøe "...I meant to communicate with American Polar Expedition, and made up my mind to that before leaving England.... [now] I felt bound in honour for British credit to search for Ragnvald Jarl so I ran the ship north till stopped by Polar pack... when the ice became impenetrable..."); and other letters including 3 (10pp., dated 14 July 1894; Danes Island, 7 August; Kristiana, 4 September 1894) from Wellman Expedition member geologist Per Annus Oyen, J.H. Giaever (British Consulate at Tromsøe); printed matter including a broadside ("Shetland Times of Saturday July 1 [1894], contains "Supposed Loss of Wellman Polar Expedition..."; "Notice to Mariners... Arctic Sea. Spitzbergen - West Coast. Amended Particulars of Goshawk Rock. Information received from Colonel H.W. Feilden, yacht Saide..."); and manuscript lists of wine and spirits on board ship by Feilden etc., some sheets loose, original cloth-backed boards, printed "Log Book" label filled in ink by Feilden on upper cover, 4to, [1894]*

£1,000 - 2,000

€1,100 - 2,300

US\$1,200 - 2,500

Provenance: Captain Henry Wemyss Feilden (1838-1921), naturalist on the British Arctic Expedition, 1875-1876; thence by descent.

185*

WEST INDIES - NATURAL HISTORY PAMPHLETS

A collection of 33 pamphlets, off-prints and articles relating to the ornithology and natural history of the West Indies, MANY INSCRIBED BY THE AUTHOR TO H. W. FEILDEN, *contents listed in manuscript on 4 pages, red half morocco, gilt lettered "Tracts. West Indies. 1857-1902" on spine, 8vo, [1857-1902]; together with a pencil caricature, and printed note relating to the quarantine of Feilden on Pelican Island (British Virgin Islands) on his arrival from Jamaica in August 1888 (2)*

£400 - 600

€460 - 690

US\$500 - 740

Bound for the Polar explorer and naturalist H.W. Feilden a collection of scarce off-prints and papers on West Indian ornithology and natural history, some being presentation copies. Includes an article "On an Undescribed Species of Petrel from the Blue Mountains of Jamaica" (1866) by Alexander Carte inscribed to the Polar explorer Francis Leopold McClintock, who then posted it to Feilden (original address envelope with signature pasted in); "List of the Birds of Trinidad" (Port-of-Spain, Government Printing Office, 1878), *8pp. with blue printed upper wrapper, with note by Feilden recording that the "list was prepared by Captain Kelsall"*; "A Catalogue of the Birds of Grenada, W.I.... by John Grant Wells", *presentation copy inscribed by author in July 1888, printed green title, pp.609-633*). Other presentation copies are from George N. Lawrence (on the diabolotin and ornithology), C.P. Gloyne (2 works on molluscs of Jamaica), Lewis. B. Brown (on the freshwater shells of Barbados, with 3pp. autograph letter signed relating to the work bound in), J.W. Gregory (on the Radiolarian marks of Barbados), and D. Morris (on the botany of the West Indies).

Provenance: Captain Henry Wemyss Feilden (1838-1921), bookplate. Throughout his career Feilden was an avid amateur naturalist with a particular interest in ornithology, which led to his appointment by the Royal Society of London to serve as one of two naturalists with the British Arctic Expedition, 1875-1876. In 1888, after service in South Africa, he was posted to the British West Indies, becoming an active member of the Committee of the British Association of Scientific Research in the West Indies. He contributed many articles to journals such as *The Zoologist*, *Ibis* (including "On the Birds of Barbados" included in this collection), and *Transactions of the Norfolk and Norwich Naturalists' Society* (including "The Deserted Domicile of the Diabolotin in Dominica"; thence by descent.

186

EGYPTOLOGY - RUDYARD KIPLING

Ancient Egyptian flint tool from Dendera, FROM THE COLLECTION OF RUDYARD KIPLING, *lettered in ink "Dendera, Egypt. Coll. by Rudyard Kipling, Feb. 1913" on flat side of flint, length 80mm., [c. 4th Millennium B.C.], sold as an association item*

£200 - 400

€230 - 460

US\$250 - 500

400 B.C. EGYPTIAN FLINT FROM THE COLLECTION OF RUDYARD KIPLING, author of *The Jungle Book*. Kipling was a great friend of H.W. Feilden, both men having moved to the Sussex village of Burwash on the same day in 1902. "Now, in his late thirties, a writer of almost unrivalled world fame, a family man, a wealthy man, a man sought after on every side and praised beyond measure, Kipling enjoyed making himself the humble and admiring servant of Colonel Henry Feilden" (Thomas Pinney, 'The Kipling Collection at Syracuse' (1992), *The Courier*, 281). Kipling's correspondence to Feilden, dating from 1904 to 1921, is held at Syracuse University.

Provenance: Captain Henry Wemyss Feilden (1838-1921), naturalist on the British Arctic Expedition, 1875-1876, gift from Rudyard Kipling; thence by descent.

187

ARCTIC MEDAL 1857

Silver medal awarded by Queen Victoria, the reverse showing a three-masted barque amidst icebergs with a sledge party in the foreground, *with the words 'For Arctic Discoveries' engraved above and '1818-1855' below, the obverse with a bust of Queen Victoria wearing a tiara and the words 'Victoria Regina', beaded borders on each face, suspended by a star and swivel loop attachment, lightly polished otherwise fine, octagonal form, diameter 33mm., white watered silk ribbon, [1857]*

£1,000 - 1,500

€1,100 - 1,700

US\$1,200 - 1,900

Evocative Arctic Medal issued by the Admiralty in 1857 from a design by Leonard Charles Wyon. It was awarded, unnamed, to those involved in the on-going search for the ill-fated Franklin Expedition of 1845-1848, and "to all Persons, of every rank and class, who have been engaged in the several Expeditions to the Arctic Regions, whether of discovery or search, between the years 1818 and 1855".

188

William Smyth (British, 1799-1877)

HMS *Terror* trapped in pack ice in the Frozen Strait signed and dated 'W Smyth/Mar 16th 1836'; extensively inscribed (on separate sheet visible within the mount) watercolour heightened with white and pencil 17.1 x 23.5cm (6 3/4 x 9 1/4in).

£3,000 - 4,000

€3,400 - 4,600

US\$3,700 - 5,000

Provenance

Claud Stacey (gifted from his mother on 21 November 1889), according to a label attached to the backing paper. With Brian & Margaret Page Fine Arts, Lincoln. Private collection, UK (acquired from the above on 15 October 1991).

Smyth was first Lieutenant of HMS *Terror* on George Back's north-west passage expedition to the Wagner River, Hudson River. During this time, he was praised by Back as being pivotal in maintaining crew morale and discipline.

It was common for many naval officers to be taught how to draw for the purpose of navigation. Therefore, it is not surprising that Smyth's skills in this area would have given him a modest artistic career. He became recognised primarily for his watercolours, but also for his works in oil. Not many of the latter are recorded, however, there is a large canvas version of the HMS *Terror* in the collection of the National Maritime Museum, Greenwich, titled 'Perilous position of HMS *Terror*, Captain Back, in the Arctic Regions in the summer of 1837'. Smyth also provided watercolour views that were lithographed as illustrations to Back's published account of the voyage, *Narrative of an Expedition in HMS Terror ... in the Years 1836-7* (1838).

HMS *Terror* sailed from the Medway for Repulse Bay, to the north west of Hudson's Bay, in June 1836. In September she became stuck in ice near the Frozen Strait, after entering Foxe's Channel, meaning that she never reached Repulse Bay. *Terror* drifted in the ice all winter and escaped from the pack near the western entrance to Hudson's Strait in July 1837. Unsurprisingly, when she appeared from the ice, she was rather damaged and not in suitable condition to continue exploring. Fortunately, with temporary repairs, she returned in September 1837 and was run aground in near sinking condition on the shore of the Irish coast.

The date inscribed on this work seems rather perplexing given the timeline of events, however a possible explanation for this could be that Smyth originally dated it 'W Smyth / Mar 16th' and then added the year at a later date, since it is clearly in a stronger ink and '16th' appears to be partly overwritten. The fact the ship in this composition is shown very broken and jumbled in ice confirms that it is from later in the winter, after pressure ridges had been thrown up, and not close to the September date when it was first trapped. Therefore, it is most likely that Smyth painted this watercolour whilst on board the following March in 1837, as a sketch of the situation, rather than one of the finished works that were candidates to illustrate Back's published account. This would also explain why Smyth signed his name 'W. Smyth' without the added prefix 'Lieut' and with just the month. If Smyth sold or gave the work away as a gift much later on, perhaps he added the year and longer mount inscription at this time, but simply had a slip of memory as regards to the year.

We would like to thank Pieter van der Merwe for his assistance with cataloguing this work.

189

BRITISH ANTARCTIC EXPEDITION, DISCOVERY, 1901-04

A Doulton side plate, used on the "Discovery" Expedition, *with the expedition crest "Discovery Antarctic Expedition 1901" in a band surrounding the image of an Emperor penguin on the ice, additional gilding on the sky of the crest, dark blue and gilt band at rim, emblem rubbed, maker's mark in blue on base and impressed "Doulton" and "9.00", diameter 210mm., [1901]*

£1,000 - 1,500

€1,100 - 1,700

US\$1,200 - 1,900

An original plate from Scott's *Discovery* Expedition, with additional gilding to the sky area of the Expedition Crest. Another similar example is held at the Scott Polar Research Institute.

190

BRITISH ANTARCTIC EXPEDITION, DISCOVERY, 1901-04

Two Art Nouveau silver-plated Lily pattern forks used on the 1901 "Discovery Expedition" led by Robert Falcon Scott, *silver-plated, each engraved 'DISCOVERY' 1901' on handle terminal, table fork 210mm. (8.5in.) long, side fork 180mm. (7in.) long, Sheffield, Joseph Rodgers & Sons, incused "RODGERS", "EP" and "A", [1901] (2)*

£1,000 - 2,000

€1,100 - 2,300

US\$1,200 - 2,500

Two forks used on the "Discovery Expedition" led by Robert Falcon Scott, and on which Ernest Shackleton served as third lieutenant in charge of holds, stores, and provisions.

191*

BERNACCHI (LOUIS)

To the South Polar Regions, FIRST EDITION, FIRST ISSUE, AUTHOR'S PRESENTATION COPY, *inscribed "Mons. Charles Phalempin with the compliments of the author L.C. Bernacchi, March 1905" on the title-page, half-title, 1 folding map (of 2, second one supplied in facsimile), one folding plate, illustrations (some full-page), 4-page publisher's catalogue at end, age-toning, publisher's green ribbed cloth gilt, front hinge starting, extremities slightly rubbed, light fading to spine [Taurus Collection 25; Spence 129], 8vo, Hurst & Blackett, 1901*

£600 - 800

€690 - 910

US\$740 - 990

AUTHOR'S PRESENTATION COPY of his account of Carstens Borchgrevink's Southern Cross expedition (1898-1900), the first to include a planned overwintering in Antarctica. The frail nature of this first issue binding in green cloth led the publishers to issue a more hard-wearing red cloth version that same year, "with the result that few copies survive in truly fine condition" (Taurus Collection).

Provenance: Charles Phalempin (1844-1918), presentation inscription from the author. Phalempin was a French banker who worked extensively in Australia for the Comptoir National d'Escompte de Paris, before settling in London in the early 1900s as the director of Crédit Industriel et Commercial.

192*

BRITISH ANTARCTIC EXPEDITION, TERRA NOVA, 1910-13

[BIBLE] The Indexed Testament, Indexed and Marked... on All Subjects Connected with the Theme of Salvation, GEORGE P. ABBOTT'S COPY FROM TERRA NOVA, *inscribed "Mr. G.P. Abbott on his leaving New Zealand Antarctic Expedition "Terra Nova" Nov. 1910. With all good wishes A.R. Falconer (Seaman's Missionary, Dunedin). John 3. 16" on front free endpaper, printed in red and black, inscribed calling card tipped-in at rear, modern limp red morocco incorporating original red morocco upper cover blocked in gilt lettered "The Indexed Testament. Antarctic Expedition 'Terra Nova' 1910", g.e., bookseller's label of G. Derbyshire, Dunedin inside upper cover, 16mo (118 x 90mm.), Collins' Clear-Type Press, undated [c.1902]*

£3,000 - 5,000

€3,400 - 5,700

US\$3,700 - 6,200

BIBLE FROM THE TERRA NOVA BRITISH ANTARCTIC EXPEDITION LED BY ROBERT FALCON SCOTT, BELONGING TO GEORGE P. ABBOTT, who served as petty officer on board the expedition ship, was a member of the shore party, and was chosen as a member of the Northern Party which was forced to winter for seven months in a snow cave on Inexpressible Island.

Terra Nova arrived at Port Chalmers on 27 November, where it took on coal supplies, and awaited the arrival of Scott and other officers who arrived from Lyttleton by train, before departure for the south on Tuesday 29 November 1910. Alexander R. Falconer (1843-1915) headed the Seamen's Missionary, and evidently presented bibles to various of the crew, including Captain Oates (his copy sold Christie's, 27 September 1996, lot 169), who recorded that whilst at Lyttleton "I had a job helping the ship's carpenter to refit the cross tress on the foremast. It was rather amusing as a parson came up belonging to the Missions to Seamen" (Oates quoted in S. Limb and P. Cordingly, *Captain Oates, Soldier and Explorer*, 1982, p.165). Abbott worked with the ship's carpenter Davies in Lyttleton, so was quite probably with Oates at the time of Falconer's visit.

Provenance: George P. Abbott (1880-1923); Mrs Emily Abbott, George's wife, with her visiting card; Christie's, 21 September 2000, lot 91.

193*

SCOTT (ROBERT FALCON)

The Photographs of Captain Robert Falcon Scott on the *Terra Nova* Expedition to the Antarctic in 1910-1912, NUMBER 3 OF 20 COPIES, *photographic title and 18 archival pigment prints on fine art paper, each with a copy of the Terra Nova Expedition logo blind-stamped in the margin, cloth-bound 12-page descriptive text with colophon inserted within lid, loose as issued in a grey cloth solander box, folio (425 x 495mm.), London, [Privately Printed], 2011*

£4,000 - 6,000

€4,600 - 6,900

US\$5,000 - 7,400

ONE OF ONLY 20 COPIES OF A SPECIAL EDITION OF EIGHTEEN - THE MOST IMPRESSIVE OF SCOTT'S IMAGES TAKEN DURING THE "TERRA NOVA" EXPEDITION, 1910-1912. "Together they span the building of the expedition's base hut and the winter on Ross Island, the spring journey and equipment trials in the region of Ferrar Glacier and the long summer's march toward the pole" (Introduction).

Provenance: Sold by one of the designers of this book and of David M. Wilson's *The Lost Photographs of Captain Scott*, 2011.

194*

SHACKLETON (ERNEST)

South. The Story of Shackleton's Last Expedition 1911-1917, FIRST EDITION, *half-title, colour frontispiece, 87 photographic plates on 44 leaves (one double-page), folding map, errata slip tipped-in, toned as usual, loss to corner tip of 3 leaves, publisher's pictorial blue cloth, rubbed at extremities, short tears at head of spine, upper joint frayed [Spence 1107; Taurus 105], William Heinemann, 1919; The Heart of the Antarctic Being the Story of the British Antarctic Expedition 1907-1909, 2 vol., FIRST TRADE EDITION, half-titles, frontispieces and numerous plates (some colour, some double-page), illustrations, folding panorama and 3 folding maps in pocket at end of volume 2, without errata slip, publisher's pictorial cloth gilt, spines faded with short tears at extremities [Rosove 305.B1; cf. Taurus 57], William Heinemann, 1909--AMUNDSEN (ROALD) The South Pole: an Account of the Norwegian Antarctic Expedition in the "Fram", 1910-1912, 2 vol., first English edition, translated by A.G. Chater, portrait frontispiece, plates (mostly photographic) and maps (2 folding), publisher's maroon cloth, upper covers and spines with Norwegian flag and lettered in gilt, t.e.g., slightly rubbed with some abrasion to flags on spine [Rosove 9.A1; Spence 16; Taurus Collection 71], John Murray, 1912, 8vo and small 4to (5)*

£1,000 - 1,500

€1,100 - 1,700

US\$1,200 - 1,900

Provenance: South, "H.T. & L.B. Cadbury, Christmas 1919", ownership inscription; Amundsen, John Herbert Lewis, ownership stamp inside upper cover.

195'

HURLEY (FRANK)

'An Experiment in the Workroom', *vintage gelatin silver print, TINTED IN ORANGE, on the original thick card mount, original Fine Art Society Exhibition label, with pencil title and exhibition number "59" on verso, small loss or creases to corner tips, short surface tear at upper margin, 330 x 548mm., [Between 1911-1914]*

£1,500 - 2,500

€1,700 - 2,900

US\$1,900 - 3,100

UNUSUAL ORANGE-TINTED PRINT depicting Douglas Mawson, Percy Correll, Frank and Walter Hannam inside the workroom at Cape Denison, thermite-welding a broken vice. The four men stare intently at the bright, orange-tinted thermite reaction in the foreground, their faces and the workroom (lathes, the Search-Light stove, Bryant & May matches, cannisters, bottles and tools) illuminated in the glow, the orange tint suggesting a magical as well as pragmatic moment.

196'

HURLEY (FRANK)

'Steaming Down the Merks Glacier off Adelie Land', 'The Aurora at Anchor, Hasselborough Bay', and 'Becalmed in the Pacific', *vintage gelatin silver prints, on the original thick card mount, original Fine Art Society Exhibition label, with pencil title and exhibition numbers "39", "7" and "1" on verso, a few corners slightly bumped, thin small loss to image top right corner of third mentioned, 330 x 548mm. (or 548 x 330mm.), [Between 1911-1914] (3)*

£3,000 - 5,000

€3,400 - 5,700

US\$3,700 - 6,200

Three images of S.Y. *Aurora* during Mawson's Australasian Antarctic Expedition, in one passing a vast cavern in the shelf-ice of the Mertz Glacier Tongue.

197'

HURLEY (FRANK)

'A Shattered Surface [Ice field]', 'Young Floe-ice of Adelie Land', 'Weather-worn Pack Ice near the Antarctic Circle', 'A Terminal Moraine', *four vintage gelatin silver prints, on the original thick card mounts, original Fine Art Society Exhibition labels, with pencil title and exhibition numbers "103", "40", "5" and "92" on verso, 330 x 548mm., [Between 1911-1914] (4)*

£3,000 - 5,000

€3,400 - 5,700

US\$3,700 - 6,200

Four views of the ice floes, glaciers, plateaus and a terminal moraine (with figure) taken during Mawson's Australasian Antarctic Expedition, 1911-1914.

198'

HURLEY (FRANK)

'In the Teeth of the Blizzard', *vintage gelatin silver print, on the original thick card mount, original Fine Art Society Exhibition label, with pencil title and exhibition number "72" on verso, 330 x 548mm., [Between 1911-1914]*

£2,000 - 4,000

€2,300 - 4,600

US\$2,500 - 5,000

A fine image depicting three members of the Australasian Antarctic Expedition battling against the wind as they cross the ice. The main camp was at Commonwealth Bay, a remote part of the Antarctic coast, where wind speeds averaged 50 m.p.h., and sometimes reached 200 m.p.h., for which reason expedition leader Douglas Mawson titled his official account *Home of the Blizzard*.

199'

HURLEY (FRANK)

'Return of the Night Watchman' [Alfred Hodgeman pushing his way through the snow into the Hut after a visit to the meteorological screen], *vintage gelatin silver print, on the original thick card mount, original Fine Art Society Exhibition label, with pencil title and exhibition number "62" on verso, corners slightly bumped, 458 x 330mm., [Between 1911-14]*

£2,000 - 4,000

€2,300 - 4,600

US\$2,500 - 5,000

Alfred Hodgeman (1885-1964), born in Adelaide, was "a member of the Main Base Party (Adelie Land)... [participating] in several sledging journeys, and throughout two years in the Antarctic acted in the capacity of Cartographer and Sketch Artist, as well as that of Assistant Meteorologist" (Cool Antarctica, website).

200'

HURLEY (FRANK)

'On the Plateau Going South', *vintage gelatin silver print, on the original thick card mount, original Fine Art Society Exhibition label, with pencil title and exhibition number "105" on verso, 3 corners slightly worn with small loss of surface upper right corner, 330mm. x 548mm., [Between 1911-14]*

£2,000 - 4,000

€2,300 - 4,600

US\$2,500 - 5,000

A sledging party of three men and six Greenland dogs on the ice plateau during Mawson's Australian Antarctic Expedition.

201'

HURLEY (FRANK)

'Building a Cairn for a Food Depot on the Plateau', *vintage gelatin silver print, on the original thick card mount, original Fine Art Society Exhibition label, with pencil title and exhibition number "74" on verso, 330 x 458mm.*, [Between 1911-1914]

£2,000 - 4,000

€2,300 - 4,600

US\$2,500 - 5,000

202'

HURLEY (FRANK)

'Winter Quarters. Queen Mary Land Winter', *vintage gelatin silver print, on the original thick card mount, original Fine Art Society Exhibition label, with pencil title and exhibition number "114" on verso, corners slightly worn, 330 x 458mm.*, [Between 1911-1914]

£2,000 - 4,000

€2,300 - 4,600

US\$2,500 - 5,000

Fine image of the Australasian Antarctic Expedition Winter Quarters at Cape Denison, Commonwealth Bay, exemplifying Raymond Howgego's observation that Hurley "was particularly interested in pictorialism - the notion that photographs could express ideas, tell stories and excite emotions in much the same way as paintings". Illuminated with a hidden lamp, the landscape above the entrance to the Winter Quarter "Catacombs" is strewn with the essential equipment used by the Expedition, including skis, a sledge, spades, and boxes of supplies.

203'

HURLEY (FRANK)

'In the Catacombs' [leading to the hut at Cape Denison, with Lt. Belgrave Ninnis in the foreground], *vintage gelatin silver print, on the original thick card mount, original Fine Art Society Exhibition label, with pencil title and exhibition number "61" on verso, corners slightly worn, 330 x 458mm.*, [Between 1911-1914]

£2,000 - 4,000

€2,300 - 4,600

US\$2,500 - 5,000

Lt. Belgrave Ninnis (1887-1912), educated at Dulwich College like Ernest Shackleton, was in charge of the dogs during Mawson's Australasian Antarctic Expedition. Depicted here at work digging tunnels underneath the base camp, Ninnis was later selected to be a part of the three-man sledging team, the Far Eastern Party, together with Mawson and Mertz. During this he lost his life on 14 December 1912, falling into the crevasse of a glacier. Mawson recalled that "For three hours we called unceasingly but no answering sound came back... A chill draught was blowing out of the abyss. We felt that there was little hope". Mertz himself died some three weeks later.

204'

HURLEY (FRANK)

'Walking into the Face of a High Wind', *vintage gelatin silver print, on the original thick card mount, original Fine Art Society Exhibition label, with pencil title and exhibition number "64" on verso, 330 x 458mm.*, [Between 1911-1914]

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,700

Two members of the Australasian Antarctic Expedition "wind walking" at the Winter Quarters at Cape Denison. "Experiments were tried in the steady winds; firmly planting the feet on the ground, keeping the body rigid and leaning over on the invisible support. This "lying on the wind," at equilibrium, was a unique experience. As a rule the velocity remained uniform; when it fluctuated in a series of gusts, all our experience was likely to fail, for no sooner had the correct angle for the maximum velocity been assumed than a lull intervened—with the obvious result" (Douglas Mawson, *The Home of the Blizzard, Being the Story of the Australasian Antarctic Expedition, 1911-1914*, 1915.

205'

HURLEY (FRANK)

'Madigan. The Meteorologist' [with Ice Mask], *vintage gelatin silver print, on the original thick card mount, original Fine Art Society Exhibition label, with pencil title and exhibition number "57" on verso, loss to extreme tip of one corner, 458 x 330mm.*, [Between 1911-1914]

£2,000 - 4,000

€2,300 - 4,600

US\$2,500 - 5,000

An iconic Hurley image demonstrating the extraordinary challenges of the weather faced by members of the Australasian Antarctic Expedition, 1911-14. Cecil Thomas Madigan (1889-1947), the Expedition meteorologist, is depicted in an "ice mask" build up whilst he was returning to the base hut at Denison Station, Adelie Land during a blizzard. "Madigan led the eastern sledging party which traversed the sea-ice and coastline of King George V Land, a round journey of 500 miles (805 km), which took two months. Overcoming many near-disasters, the party collected significant data on the ice, and discovered a coal-bearing rock formation" (L.W. Parkin, *Australian Dictionary of Biography*).

206

HURLEY (FRANK)

'A Precocious Victoria Penguin', 'Protection' [pair of penguins], 'Gentoo Penguin & Young', 'Antarctica Skua Gulls Feeding on the Carcass of a Sea Elephant', 'Cormorant's Nest', 'At the Cormorant Rookery', 'McCormick Skua Gull', 'Silver-Grey Petrel', *eight vintage gelatin silver prints, on the original thick card mount, original Fine Art Society Exhibition labels, with pencil title and exhibition numbers "88", "31", "29", "25", "32", "33", "80", "83" on verso, 330 x 548mm.* (or 548 x 330mm.), [Between 1911-1914] (8)

£2,000 - 4,000

€2,300 - 4,600

US\$2,500 - 5,000

207

HURLEY (FRANK)

'Wedell Seals at Home', 'A Grizzly Old Sea Elephant', 'A Sea Elephant Rookery', 'A Bow Seal Elephant and Calf', 'A Ross Seal', 'A Crabeater Seal', six vintage gelatin silver prints, on the original thick card mount, original Fine Art Society Exhibition labels, with pencil title and exhibition number ("21", "14", "15", "17", "19", "20") on verso, 330 x 458mm., [Between 1911-1914] (6)

£2,000 - 4,000

€2,300 - 4,600

US\$2,500 - 5,000

The Australasian Antarctic Expedition was the first major scientific expedition by Australians beyond their shores, exploring some 6347 kilometres of mainland Antarctica as well as Macquarie Island. Seals and Elephant seals were essential as sources of heating and food for the members of the Expedition, but also studied in detail, with skins, samples of parasites and other materials collected.

208

HURLEY (FRANK)

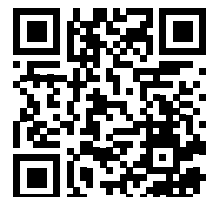
'Greenland Esquimaux Dogs', vintage gelatin silver print, on the original thick card mount, original Fine Art Society Exhibition label, with pencil title and exhibition number "75" on verso, small loss to 2 lower corner tips, board cracked on verso, 330 x 458mm., [Between 1911-1914]

£600 - 800

€690 - 910

US\$740 - 990

Portrait of Basilisk and Ginger Bitch, two of the fifty Greenland dogs taken by Douglas Mawson on the Australasian Antarctic Expedition, 1911–1914. These two dogs were amongst the six that lost their lives alongside Lt. Belgrave Ninnis when his sledge plunged into a glacial crevasse on 14 December 1912.



NOTICE TO BIDDERS

This notice is addressed by *Bonhams* to any person who may be interested in a *Lot*, and to all persons participating in the auction process including auction attendees, *Bidders* and potential *Bidders* (including any eventual *Buyer* of the *Lot*). For ease of reference we refer to such persons as “*Bidders*” or “you”. Our List of Definitions and Glossary is incorporated into this *Notice to Bidders*. It is at Appendix 3 at the back of the *Catalogue*. Where words and phrases are used in this notice which are in the List of Definitions, they are printed in *italics*. IMPORTANT: Additional information applicable to the *Sale* may be set out in the *Catalogue* for the *Sale*, in an insert in the *Catalogue* and/or in a notice displayed at the *Sale* venue and you should read them as well. Announcements affecting the *Sale* may also be given out orally before and during the *Sale* without prior written notice. You should be alert to the possibility of changes and ask in advance of bidding if there have been any.

1. OUR ROLE

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

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

2. LOTS

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

In respect of most *Lots*, you may ask *Bonhams* for a *Condition Report* on the *Lot’s* general physical condition. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. As this is offered additionally and without charge, *Bonhams* is not entering into a contract with you in respect of the *Condition Report* and accordingly does not assume responsibility to you in respect of it. The *Condition Report* represents *Bonhams’* reasonable opinion as to the *Lot’s* general condition in the terms stated in the particular report, and *Bonhams* does not represent or guarantee that a *Condition Report* includes all aspects of the internal or external condition of the *Lot*. Neither does the *Seller* owe or agree to owe you as a *Bidder* or *Buyer* any obligation or duty in respect of this free report about a *Lot*, which is available for your own inspection or for inspection by an expert instructed by you.

The Seller’s responsibility to you

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

Bonhams’ responsibility to you

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

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

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

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams’* behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer’s Agreement*.

Alterations

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

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

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* and to remove any person from our premises and *Sales*, 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 is put up for *Sale*. We have complete discretion in which 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 equaling 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 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

You must complete and deliver to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form* in order to bid at our *Sales*.

If you are a new client at *Bonhams* or have not recently updated your registration details with us, you must pre-register to bid at least two working days before the *Sale* at which you wish to bid. You will be required to provide government-issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your beneficial owners and directors, and proof of authority to transact. We may also request a financial reference and /or deposit from you before allowing you to bid.

We reserve the rights at our discretion to request further information in order to complete our client identification and to decline to register any person as a *Bidder*, and to decline to accept their bids if they have been so registered. We also reserve the rights to postpone completion of the *Sale* of any *Lot* at our discretion while we complete our registration and identification enquiries, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, or if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams* or be detrimental to *Bonhams’* reputation.

Bidding in person

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

Bidding by telephone

If you wish to bid at the *Sale* by telephone, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and 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 offered at no additional charge 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*, once you have pre-registered to bid or have updated your existing registration details recently. 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

In order to bid online in a *Sale*, you must be 18 or over and you must register to bid via the *Bonhams* App or www.bonhams.com. Once you have registered, you should keep your account details strictly confidential and not permit any third party to access your account on your behalf or otherwise. You will be liable for any and all bids made via your account. Please note payment must be made from a bank account in the name of the registered bidder.

Individuals: Enter your full name, email, residential address, date of birth and nationality and provide a valid credit card in your name which will be verified via Stripe before you are able to bid. If your credit card fails verification, you will not be permitted to bid and you should contact Client Services for assistance. We may in addition request a financial reference and/or deposit from you prior to letting you bid. If you are bidding as agent on behalf of another party, you agree: (i) to disclose this fact to Client Services; (ii) to provide such information as we require to enable us to complete our identification and anti-money laundering checks on that third party; and (iii) where your bid is successful, you are jointly and severally liable with that other party for the full amounts owing for the successful bid. Where you are the successful bidder for any lot with a hammer price equal to or in excess of £5,000/\$10,000/HKD50,000/AUS\$10,000 depending on the jurisdiction and currency of the *Sale*, and if you have not provided such documents previously, you will be required to upload or provide to Client Services your Government issued photo ID and (if not on the ID) proof of your

address before the lot can be released to you. We reserve the right to request ID documentation from any bidder or successful buyer regardless of these thresholds and to refuse to release any purchased lot until such documentation is provided.

Companies: You must select the option to set up a business account and then provide your full name, email, residential address, date of birth and the full name of the company. You must provide a credit card for verification either in your name or the name of the company but payment must be made from an account in the company's name. If your credit card fails verification, you will not be permitted to bid and please contact Client Services for assistance. We may in addition require a bank reference or deposit prior to letting you bid. For all successful bids, we require the company's Certificate of Incorporation or equivalent documentation confirming the company's name and registered address, documentary proof of each beneficial owner owning 25% or more of the company, and proof of your authority to transact before the lot can be released to you.

We reserve the right to request any further information from any bidder that we may require in order to carry out any identification, anti-money laundering or anti-terrorism financing checks conducted by us. We may at our discretion postpone or cancel your registration, not permit you to bid and/or postpone or cancel completion of any purchase you may make.

Bidding through an agent

Bids will be treated as placed exclusively by and on behalf of the person named on the *Bidding Form* unless otherwise agreed by us in writing in advance of the *Sale*. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with full details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

You are specifically referred to your due diligence requirements concerning your principal and their source of funds, and the warranties you give in the event you are the Buyer, which are contained in paragraph 3 of the Buyer's Agreement, set out at Appendix 2 at the back of the Catalogue.

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) 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. 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. *Bonhams* undertakes Customer Due Diligence (CDD) into its *Sellers* and *Buyers* as required by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("the Regulations"). *Bonhams'* interpretation of the Regulations and Treasury Approved Industry Guidance is that CDD under the Regulations is not required by *Buyers* into *Sellers* at *Bonhams* auctions or *vice versa*.

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* including the warranties as to your status and source of funds. 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*. It is your responsibility to ensure you are aware of the up to date terms of the *Buyer's Agreement* for this *Sale*.

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

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

For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* on each *Lot* purchased:

28% of the *Hammer Price* on the first £40,000; plus
27% of the *Hammer Price* from £40,001 and up to £800,000; plus
21% of the *Hammer Price* from £800,001 and up to £4,500,000; plus
14.5% of the *Hammer Price* above £4,500,000

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

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

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

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

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

8. VAT

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

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

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

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

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus VAT and any other charges and *Expenses* to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4:30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. Payments made by anyone other than the registered *Buyer* will not be accepted. *Bonhams* reserves the right to vary the terms of payment at any time.

***Bonhams'* preferred payment method is by bank transfer.**

You may electronically transfer funds to our *Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *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
Account Number: 25563009
Sort Code: 56-00-27
IBAN Number: GB 33 NWBK 560027 25563009

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

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

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

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

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

Payment by telephone may also be accepted up to £5,000, subject to appropriate verification procedures. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid by other means.

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

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

Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, please contact our Customer Services Department. We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any *Lot* at our discretion while we complete our investigations, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams*, or would be detrimental to *Bonhams'* reputation.

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export 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 UK. These regulations may be found at:

<https://www.gov.uk/guidance/apply-for-cites-permits-and-certificates-to-trade-endangered-species#how-to-apply> or may be requested from: Enquiries: wildlife.licensing@apha.gov.uk

Applications: CITESApplication@apha.gov.uk

Address: UK CITES Management Authority

Centre for International Trade

Horizon House, Deanery Road, Bristol BS1 5AH

The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any *Sale*, nor allow any delay in making full payment for the *Lot*.

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.

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 for 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

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

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

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

For your guidance, in our *Catalogues* we attempt to detail, as far as practicable, 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. All *Lots* sold under Bond, and which the *Buyer* wishes to remain under Bond, will be invoiced without VAT or Duty on the *Hammer Price*. If the *Buyer* wishes to take the *Lot* as Duty paid, UK Excise Duty and VAT will be added to the *Hammer Price* on the invoice.

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- | | |
|----|---|
| Y | This lot contains one or more regulated plant or animal species and is subject to CITES regulations. It is the buyer's responsibility to investigate such regulations and to obtain any necessary import or export certificates. A buyer's inability to obtain such certificates cannot justify a delay in payment or cancellation of a sale. |
| TP | Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location. |
| W | Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location. |

- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- ⊕ This lot contains elephant ivory and is therefore subject to both CITES regulations and the UK Ivory Act 2018. It has been registered or has an exemption certificate allowing it to be offered for sale and sold under the provisions of the Ivory Act 2018. Property containing African elephant ivory cannot be imported to the USA. The EU and the UK have in place wide-ranging restrictions on dealing with property containing elephant ivory, including restrictions on import and/or export. It is a buyer's responsibility to obtain any export or import licences, certifications and any other required documentation, where applicable. *Bonhams* is not able to assist buyers with the shipment of any lots containing elephant ivory into the US, the UK or the EU. A buyer's inability to export or import these lots cannot justify a delay in payment or cancellation of a sale.

•, †, *, ♂, 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

BUYERS SALE CONTRACT WITH SELLER

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 on Bonhams' website, and/or by oral announcements before and during the Sale at the Sale venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

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

1 THE CONTRACT

- 1.1 These terms and the relevant terms for *Bidders* and *Buyers* in the *Notice to Bidders* 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 WARRANTIES AND 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 items consigned for sale by the *Seller* are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering, terrorist financing or breach of any applicable international trade sanctions;
- 2.1.6 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* or on the *Bonhams* website, 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*.

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 any part of the *Entry* in the *Catalogue* which is not printed in bold letters, the remainder of which *Entry* 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 *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 after 7 days from the day upon which it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*, or upon collection of the *Lot* if earlier. 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* beyond 7 days from the date of 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: (i) 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*, and (ii) *Bonhams* has completed its investigations pursuant to clause 3.11 of the *Buyer's Agreement* with *Bonhams* set out in Appendix 2 in the catalogue.

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 in full 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: (i) *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* and (ii) *Bonhams* has completed its investigations pursuant to clause 3.11 of the *Buyer's Agreement* with *Bonhams* set out in Appendix 2 in the catalogue.
- 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 should note that *Bonhams* has reserved the right not to release the *Lot* to you until its investigations under paragraph 3.11 of the *Buyers' Agreement* set out in Appendix 2 have been completed to *Bonhams'* satisfaction.
- 7.4 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.
- 7.5 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*.
- 7.6 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the *Seller* if you do not remove the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, expenses and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

8 FAILURE TO PAY FOR THE LOT

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

9 THE SELLER'S LIABILITY

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

indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

10 MISCELLANEOUS

10.1 You may not assign either the benefit or burden of the *Contract for Sale*.

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

10.3 If either party to the *Contract for Sale* is prevented from performing that party's respective obligations under the *Contract for Sale* by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.

10.4 Any notice or other communication to be given under the *Contract for Sale* must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the *Seller*, addressed c/o *Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

10.5 If any term or any part of any term of the *Contract for Sale* is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

10.6 References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents and to any subsidiary of *Bonhams* Holdings Limited and to its officers, employees and agents.

10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.

10.8 In the *Contract for Sale* "including" means "including, without limitation".

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

10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.

10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.

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

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT WITH BONHAMS

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* and following completion of our enquiries pursuant to paragraph 3.11;
- 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 AND BUYER WARRANTIES**
- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
- 3.1.1 the *Purchase Price* for the *Lot*;
- 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* on each lot, and
- 3.1.3 if the *Lot* is marked [A²], 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*.
- 3.8 You warrant that neither you nor - if you are a company, your directors, officers or your owner or their directors or shareholders - are an individual or an entity that is, or is owned or controlled by individuals or entities that are:
- 3.8.1 the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or
- 3.8.2 located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan, Russia, and Syria; and further
- 3.8.3 that the property you purchase will not be transferred to or used in a country in contravention of any Sanctions administered or enforced by the U.S. the United Nations Security Council, the European Union or Her Majesty's Treasury or any other relevant Sanctions authority.
- 3.9 You warrant that the funds being used for your purchase have no link with criminal activity including without limitation money laundering, tax evasion or terrorist financing, and that you not

under investigation for neither have been charged nor convicted in connection with any criminal activity.

- 3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:
- 3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;
- 3.10.2 your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;
- 3.10.3 funds used for your or your Principal's purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;
- 3.10.4 items purchased by you and your Principal through *Bonhams* are not being transferred to or used in a country in contravention of any Sanctions administered or enforced by the U.S., the United Nations Security Council, the European Union or Her Majesty's Treasury or any other relevant Sanctions authority, or purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and
- 3.10.5 that you consent to *Bonhams* relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.
- 3.11 We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you. In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the *Seller*, to our satisfaction at our discretion, we shall be entitled to retain *Lots* and/or proceeds of *Sale*, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.
- 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, and once we have completed our investigations under paragraph 3.11, 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 ensure 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 in this instance 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 3, 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 <i>Bonhams'</i> 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	Title (ownership) in the Lot passes to you (i) on payment of the <i>Purchase Price</i> to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.		
6.2	Please note however, that under the <i>Contract for Sale</i> , the risk in the Lot passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the Lot if earlier, and you are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.		
7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS		
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the Lot is not removed in accordance with this agreement, we will (without further notice to you unless otherwise provided below), be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the Seller):		
7.1.1	to terminate this agreement immediately for your breach of contract;		
7.1.2	to retain possession of the Lot;		
7.1.3	to remove, and/or store the Lot at your expense;		
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;		
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;		
7.1.6	to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof;		
7.1.7	to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;		
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;		
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;		
7.1.10	on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;		
7.1.11	refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any Lot of which you are the Buyer.		
7.1.12	having made reasonable efforts to inform you, to release your name and address to the Seller, so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.		
7.2	You agree to indemnify us against all legal and other costs, all losses and all other Expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.		
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 Lot (or where you have purchased more than one Lot pro-rata towards the <i>Purchase Price</i> of each Lot) and secondly to the Buyer's Premium (or where you have purchased more than one Lot pro-rata to the Buyer's Premium on each Lot) and thirdly to any other sums due to us.		
7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any Sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.		
8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT		
8.1	Whenever it becomes apparent to us that the Lot is the subject of a claim by someone other than you and other than the Seller (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the Lot in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:		
8.1.1	retain the Lot to investigate any question raised or reasonably expected by us to be raised in relation to the Lot; and/or		
8.1.2	deliver the Lot to a person other than you; and/or		
8.1.3	commence interpleader proceedings or seek any other order of		
	any court, mediator, arbitrator or government body; and/or		
8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.		
8.2	The discretion referred to in paragraph 8.1:		
8.2.1	may be exercised at any time during which we have actual or constructive possession of the Lot, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and		
8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.		
9	FORGERIES		
9.1	We undertake a personal responsibility for any Forgery in accordance with the terms of this paragraph 9.		
9.2	Paragraph 9 applies only if:		
9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the Lot and that invoice has been paid; and		
9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the Lot is or may be a Forgery, and in any event within one year after the Sale, that the Lot is a Forgery; and		
9.2.3	within one month after such notification has been given, you return the Lot to us in the same condition as it was at the time of the Sale, accompanied by written evidence that the Lot is a Forgery and details of the Sale and Lot number sufficient to identify the Lot.		
9.3	Paragraph 9 will not apply in respect of a Forgery if:		
9.3.1	the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or		
9.3.2	it can be established that the Lot is a Forgery only by means of a process not generally accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.		
9.4	You authorise us to carry out such processes and tests on the Lot as we in our absolute discretion consider necessary to satisfy ourselves that the Lot is or is not a Forgery.		
9.5	If we are satisfied that a Lot is a Forgery we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , Buyer's Premium, VAT and Expenses paid by you in respect of the Lot.		
9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.		
9.7	If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph 9 will cease.		
9.8	Paragraph 9 does not apply to a Lot made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a Stamp or Stamps or a Book or Books.		
10	OUR LIABILITY		
10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in respect of it, made by us or on our behalf or by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.		
10.2	Our duty to you while the Lot is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the Lot or to other persons or things caused by:		
10.2.1	handling the Lot if it was affected at the time of Sale to you by woodworm and any damage is caused as a result of it being affected by woodworm; or		
10.2.2	changes in atmospheric pressure; nor will we be liable for:		
10.2.3	damage to tension strung musical instruments; or		
10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.		
10.3.1	We will not be liable to you for any loss of Business, Business profits, revenue or income or for loss of Business reputation or for disruption to Business or wasted time on the part of the Buyer's management or staff or, if you are buying the Lot in the course of a Business, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.		
10.3.2	Unless you buy the Lot as a Consumer, in any circumstances where we are liable to you in respect of a Lot, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> 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.		
10.4	You may wish to protect yourself against loss by obtaining insurance. 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 <i>Purchase Price</i> 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 (including without limitation governmental intervention, industrial action, insurrection, warfare (declared or undeclared), terrorism, power failure, epidemic or natural disaster) 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

"Account" the bank account of *Bonhams* into which all sums received in respect of the Purchase Price of any Lot will be paid.

"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" Any person considering, attempting or making a Bid, including those who have 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.

"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 "indemnity" is construed accordingly.

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

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

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

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

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

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

"warranty": a legal assurance or promise, upon which the person to whom the warranty was given has the right to rely.

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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



Bonhams
Montpelier Street
Knightsbridge, London SW7 1HH

+44 (0) 20 7393 3900
bonhams.com

AUCTIONEERS SINCE 1793