

Travel & Exploration

Thursday 6 December 2012 at 2pm
Knightsbridge, London





Léonard.
arrivé 4.30
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15. Jan 1867.





Giulia Rossetti

Travel & Exploration

Thursday 6 December 2012 at 2pm
Knightsbridge, London

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Front cover: Lot 37 (detail)
Back cover: Lot 173 (detail)
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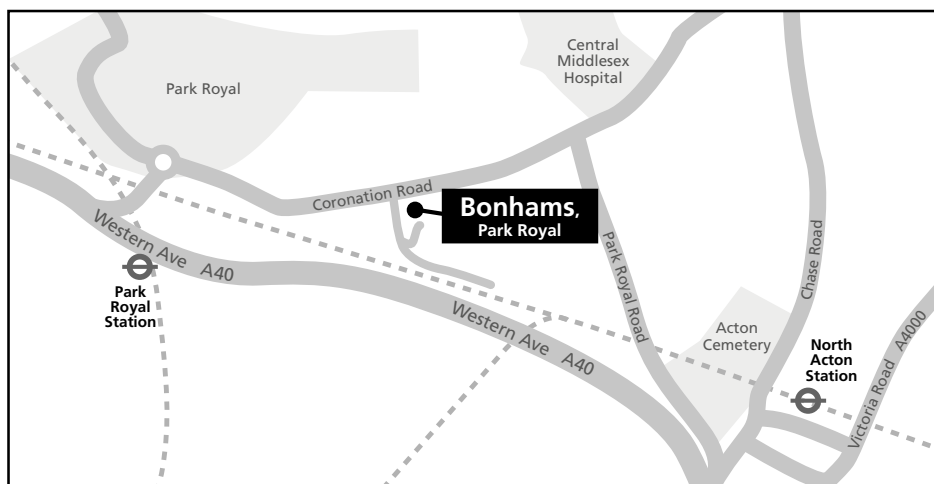
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1

1

H. Smartly (British, active 1839-1848)

The raft – rescue in sight
signed and dated 'Smartly/1847' (lower right)
oil on canvas

55.5 x 81.3cm (21 7/8 x 32in).

£2,000 - 3,000

€2,500 - 3,700

Despite an exhaustive search through marine records, no shipwreck involving a raft loaded with this many survivors has been identified in 1847 or indeed in the immediate preceding years. In point of fact, rafts supporting shipwrecked mariners were a surprisingly rare feature of life at sea during the era of wooden ships as there was never usually enough time to construct such a craft, and survivors were obliged either to 'take to the boats' or cling onto assorted pieces of wreckage if no boats were available.

However, it is possible that this artist may have been inspired by the loss of the Peruvian the previous year. The Peruvian, a 304-ton barque, struck a reef in the Coral Sea on 8th March 1846 and twenty-one survivors made for the Australian coast on a raft. When the raft finally drifted ashore forty-two days later, there were only seven persons left alive, six of whom died shortly afterwards.



2



3

2

Dr F. Otto Sierich, late 19th Century

A portfolio of seven Samoan views and studies

some sheets signed, inscribed and dated, also inscribed and dated 'Dr. Sierich/Sydney/ 2.Sept.91.' and marked with artist's stamp (on inside cover of portfolio)

three watercolours and four pen and ink and pencil drawings

portfolio size 20 x 26cm (7 7/8 x 10 1/4in).

£700 - 900

€870 - 1,100

Dr F. Otto Sierich was a writer who was well known for his interesting folk tales around the Samoan Islands. Whilst travelling around Samoa Sierich would sketch anything and everything he found fascinating.

3

Charles Gordon Frazer (British, 1863-1899)

Rata Tree, New Zealand

bears an extensive inscription (verso)

oil on board

35.5 x 26cm (14 x 10 1/4in).

£500 - 700

€620 - 870

PROVENANCE:

Sale, Dukes Auctioneers, Dorchester, 16 July 1987, lot 127.

4

Charles Gordon Frazer (British, 1863-1899)

Black swans in a tropical lake, Australia

signed and dated 'C.E. Gordon-Frazer. 1895' (lower right)

oil on canvas

56 x 43cm (22 1/16 x 16 15/16in).

£1,200 - 1,800

€1,500 - 2,200

PROVENANCE:

Sale, Dukes Auctioneers, Dorchester, 16 July 1987, lot 126.



4

5

Charles Gordon Frazer (British, 1863-1899)

'The Forest Mirror, Queensland'

signed 'C.F. Gordon-Frazer.' (lower left), inscribed with title, artist's name and address (on label attached to frame verso)

oil on canvas

61 x 51cm (24 x 20 1/16in).

£1,500 - 2,000

€1,900 - 2,500

PROVENANCE:

Sale, Dukes Auctioneers, Dorchester, 16 July 1987, lot 128.



5



6

6

Sidney Nolan (Australian, 1917-1992)

Figure and camel

signed 'Nolan' (lower left)

oil on paper

24.5 x 29.5cm (9 5/8 x 11 5/8in).

£5,000 - 7,000

€6,200 - 8,700

PROVENANCE:

Marlborough Fine Art, London.



7

7

David Boyd (Australian, 1924-2011)

'The River Swimmer'

signed 'David Boyd' (lower left), inscribed with title (verso)

oil on canvas

40.5 x 51cm (15 15/16 x 20 1/16in).

£3,000 - 5,000

€3,700 - 6,200



8

8

Bob Balirr Balirr Dirdi (circa 1905-1977)

Untitled

natural earth pigments on eucalyptus bark, unframed

65.5 x 47.5cm (25 13/16 x 18 11/16in).

£1,000 - 1,500

€1,200 - 1,900

9

Clifford Possum Tjapaltjarri (Aborigine, circa 1932-2002)

Water Dreaming

signed 'CLiFFoRD PoSSUM' (verso)

acrylic on canvas, unframed

91.5 x 61cm (36 x 24in).

£1,000 - 1,500

€1,200 - 1,900



9



10
Guy Martin Boyd (Australian, 1923-1988)
Kneeling woman
signed 'Guy Boyd' and stamped with the number 5 on the base
bronze
height 29.5cm (11 5/8in)
£2,000 - 3,000
€2,500 - 3,700



11

11

Robert Weir Allan, RSA RWS RSW (British, 1852-1942)

Yomeiman Gate, Nikko, Japan

signed and dated 'Robert W. Allan 1907' (lower left) and inscribed 'Yomeiman Gate, Nikko/Japan' with Japanese stamp (lower right)

watercolour

74 x 52cm (29 1/8 x 20 1/2in).

£3,000 - 5,000

€3,700 - 6,200



12

12

Mortimer Luddington Menpes (British, 1855-1938)

Japanese elder

signed 'Mortimer Menpes' (lower right); bears gallery label (verso)

oil on panel

16.5 x 11.5cm (6 1/2 x 4 1/2in).

£3,000 - 4,000

€3,700 - 5,000

PROVENANCE:

With M. Newman Ltd, London

13

Mortimer Luddington Menpes (British, 1855-1938)

The carver

signed 'Mortimer Menpes' (lower right); bears gallery label (verso)

oil on panel

16.5 x 11.5cm (6 1/2 x 4 1/2in).

£3,000 - 4,000

€3,700 - 5,000

PROVENANCE:

With M. Newman Ltd, London



13

14

Mortimer Luddington Menpes (British, 1855-1938)

The potter

signed 'Mortimer Menpes' (lower right); bears gallery label (verso)

oil on panel

16.5 x 12cm (6 1/2 x 4 3/4in).

£3,000 - 4,000

€3,700 - 5,000

PROVENANCE:

With M. Newman Ltd, London



14



15

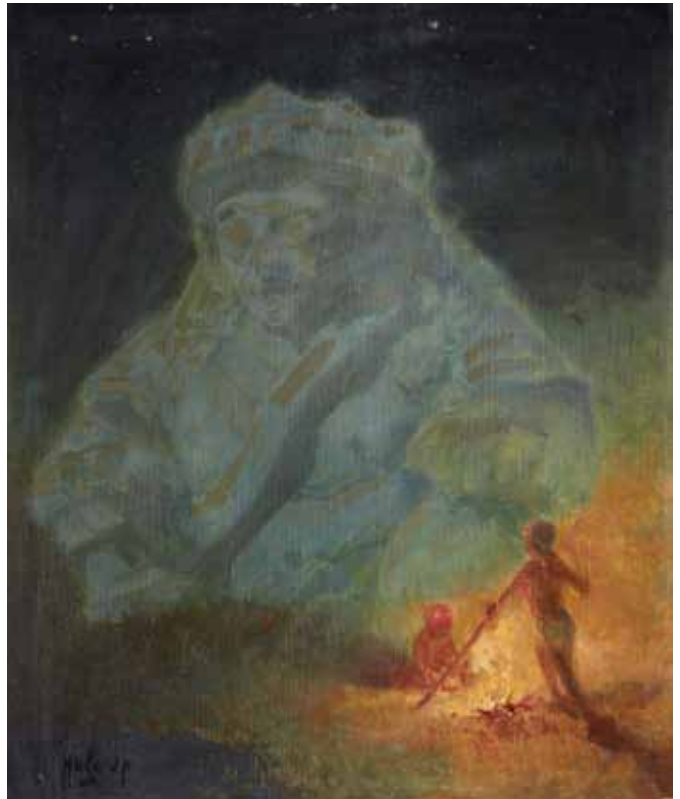


16

15
Alfred William Parsons RA, RI, PRWS (British, 1847-1920)
 A Japanese landscape
 signed 'ALFRED PARSONS' and bears inscription 'All rights reserved'
 (lower right)
 watercolour heightened with white, unframed
 25 x 40cm (9 13/16 x 15 3/4in).
£600 - 800
€750 - 990

16
Sir Herbert Edwin Pelham Hughes-Stanton (British, 1870-1937)
 The aftermath
 signed and dated 'Hughes-Stanton/1923' (lower left), watercolour and pencil
 35 x 50.2cm (13 3/4 x 19 3/4in).
£800 - 1,200
€990 - 1,500

The artist travelled to Japan circa 1923-1924. As such, it is likely that the present work depicts the devastation and destruction of the Great Kantō earthquake which struck the Kantō plain on the Japanese main island of Honshū on the 1st September 1923.



17

17 AR
Hugo Vilfred Pedersen (Danish, 1870-1959)
 Krakatoa
 signed 'Hugo VP' (lower left)
 oil on canvas
 72 x 60cm (28 3/8 x 23 5/8in).
£800 - 1,200
€990 - 1,500



18

18 AR

Fernando Cueto Amorsolo (Filipino, 1892-1972)

Market place before a church

signed and dated 'F Amorsolo 1939' (lower right),
oil on board

51 x 63cm (20 1/16 x 24 13/16in).

£10,000 - 15,000

€12,000 - 19,000

PROVENANCE:

Believed to have been purchased by the owner's paternal grandfather
who was the honorary Dutch Consul to the Philippines.

19 * AR

Adrien Jean Le Mayeur de Merpr s (Belgian, 1880-1958)

Portrait of Ni Pollock

signed 'J. Le Mayeur' (lower left)

chalk and watercolour heightened with white

60 x 46cm (23 5/8 x 18 1/8in).

£4,000 - 6,000

 5,000 - 7,500

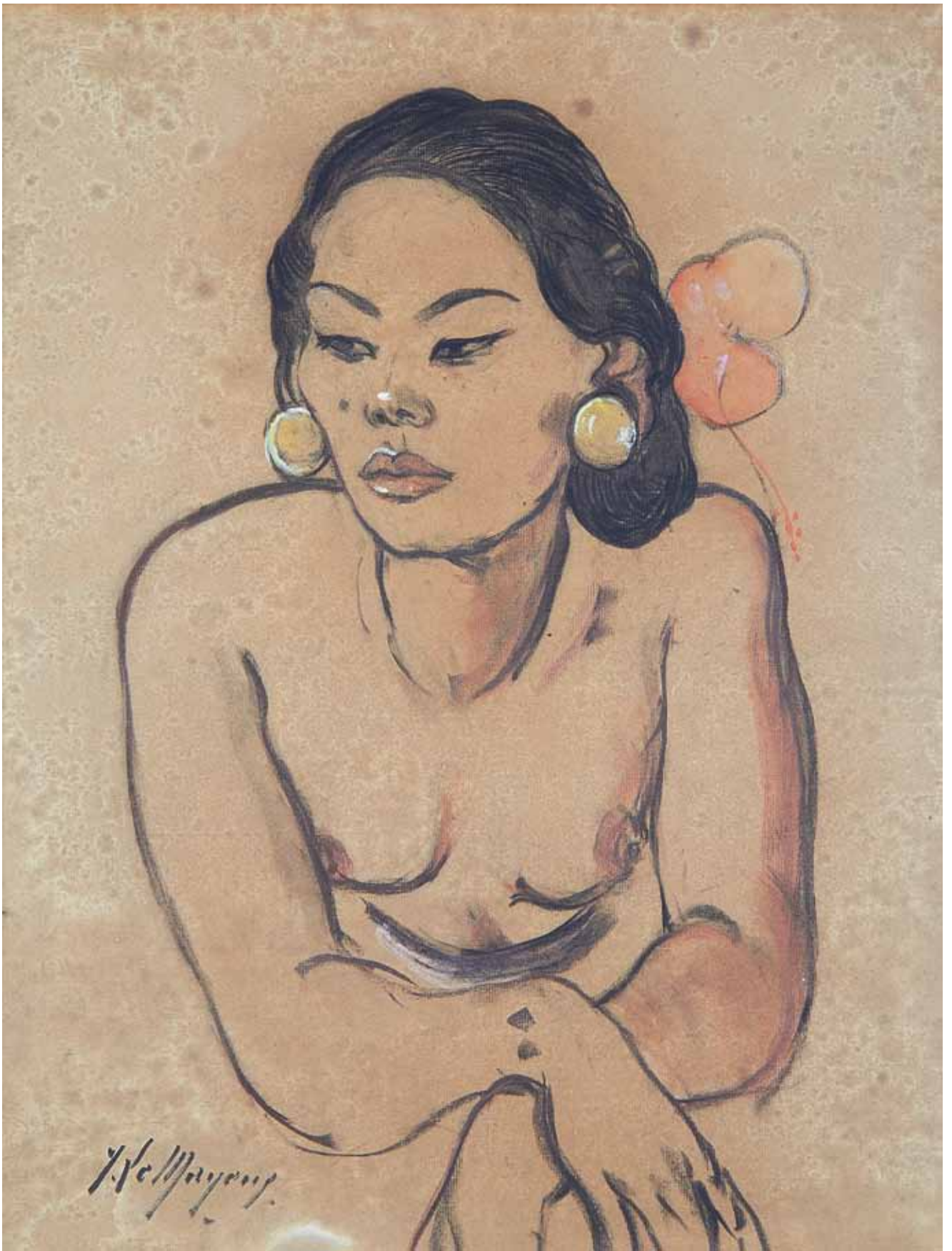
Born in Brussels, fifty-two-year-old war veteran Le Mayeur arrived in Bali in 1932. Having roamed Europe and the Eastern territories after serving as a photographer during the First World War, Le Mayeur had been lured to Bali by its reputation for influencing the work of Pita Maha artists; Walter Spies and Rudolf Bonnet. Immediately enthralled by the island, Le Mayeur took up residence in Banjar Kelandis where he first became acquainted with Ni Nyoman Pollok, a fifteen-year-old temple dancer.

Although Le Mayeur had been operating as an artist long before his arrival on the island, it is for his body of work executed in Bali that he has been remembered by art history. The artist is allegedly said to have declaimed upon his arrival in Indonesia: 'This time I shall live exclusively for my art and nothing shall distract me'. A warm, tropical palette coupled with the Balinese female as Muse characterises Le Mayeur's works of this period. The languorous and sensual feminine figures are consistently accorded precedence and demand the viewer's attention: the island paradise is thrown into relief by the unearthly beauty of its inhabitants. However, like Spies and Bonnet before him, Le Mayeur's Bali oeuvre displays a distinctly Western European inheritance: 'Although his work depicts daily life in Bali, he is still an exponent of late European impressionism, which favours a gentle, earthy palette of yellow, brown, beige and soft blue which is in contrast to the red, pink, orange and purple accents' (J. Ubbens and C. Huizing, *Adrien-Jean Le Mayeur de Merpr s: Painter-Traveller*, Amsterdam, 1995, p. 127).

Initially intending to stay on the island for less than a year, Le Mayeur never returned home. He purchased a stretch of land along the north of what is now Grand Bali Beach where he erected what would become his marital home and studio. It was in this house that Ni Pollok consistently began to model for the artist. In accordance with Balinese custom, she had retired from legong dancing at the age of 16. Three years after their first meeting, artist and muse were married. Although Le Mayeur's body of work features a host of women in variant attitudes, his wife became his chief sitter for the remainder of his career and, as such, it is probable that the woman depicted in some of these studies can be identified as Ni Pollok.



Tropenmuseum, Amsterdam. Object number 10029730





20 (verso)



20 (recto)

20 AR

Adrien Jean Le Mayeur de Merprés (Belgian, 1880-1958)

Portrait of Ni Pollock wearing a sarong (recto); Balinese women seated by a pond (verso)

signed 'J Le Mayeur' (lower right, recto)

black chalk heightened with white and watercolour, unframed
36.5 x 27cm (14 3/8 x 10 5/8in).

£6,000 - 8,000

€7,500 - 9,900



21



22

21 AR

Adrien Jean Le Mayeur de Merpr s (Belgian, 1880-1958)

A study of two Balinese women in an interior (recto); Study of a Balinese woman (verso)

indistinctly signed (lower left, recto)

chalk, unframed

29 x 37cm (11 3/8 x 14 1/2in).

 5,000 - 7,000

 6,200 - 8,700

22 AR

Adrien Jean Le Mayeur de Merpr s (Belgian, 1880-1958)

Study of a Balinese woman looking out of a window

indistinctly signed (lower right)

black chalk heightened with white and watercolour (paper laid to panel), unframed

28 x 34.5cm (11 x 13 5/8in).

 1,500 - 2,000

 1,900 - 2,500



23

23 AR

Adrien Jean Le Mayeur de Merpr s (Belgian, 1880-1958)

A Balinese woman arranging flowers

signed 'J Le Mayeur' (lower left)

chalk, unframed

37 x 29cm (14 1/2 x 11 3/8in).

£4,000 - 6,000

 5,000 - 7,500



24

24 AR

Adrien Jean Le Mayeur de Merpr s (Belgian, 1880-1958)

Portrait of Ni Pollock wearing a headdress

signed in pencil 'J Le Mayeur' (lower right)

black chalk heightened with white and watercolour, unframed

36.8 x 28.6cm (14 1/2 x 11 1/4in).

 5,000 - 7,000

 6,200 - 8,700



25



26

25 AR
Cleto Luzzi (Italian, 1884-1952)
 Ceremony, Thailand
 signed 'Cleto Luzzi' (lower left)
 oil on canvas, unframed
 91 x 100cm (35 13/16 x 39 3/8in).
 £3,000 - 5,000
 €3,700 - 6,200

26
Circle of Raden Sarief Bastaman Saleh (Indonesian, 1811-1880)
 A landscape in the Dutch East Indies
 oil on canvas
 75.5 x 96cm (29 3/4 x 37 13/16in).
 £3,000 - 5,000
 €3,700 - 6,200

Cleto Luzzi was in Bangkok from 1929 to 1932 as Court Painter and was also Director of the Royal Academy of Fine Arts.

27 AR

Jack Chalker (British, born 1918)

Accident on the railway, Malaya
signed 'Chalker' (lower right), bears an
inscription (verso)
pencil, ink and watercolour heightened with
white
23 x 34.5cm (9 1/16 x 13 9/16in).
£800 - 1,200
€990 - 1,500

Being an art student at Goldsmiths College and then taking on a scholarship with the Royal College of Art, Chalker's studies came to a halt when he was posted out to Singapore to fight for his country. He was captured in 1942 (along with 137,000 other troops) and placed in various labour camps and ended up working on the Burma Railway. During his time in the camps Chalker sketched and painted what he observed. Making any records of the adverse conditions in working camps was strictly forbidden and infringement of this was punished with savage penalties. In order for Chalker not to have his art works discovered he would hide them inside sections of bamboo buried in the ground, atop roofs of jungle huts or placed them in artificial limbs worn by amputees within the camp. After the Japanese surrender in 1945 the artist was attached to the Australian H.Q. in Bangkok as a war artist.



27



28

28

Robert George Talbot Kelly (British, 1861-1934)

The Irrawaddy Valley, Upper Burma
signed and dated 'R.Talbot.Kelly/1904.' (lower
left)
watercolour
32.5 x 46cm (12 3/4 x 18 1/8in).
£600 - 800
€750 - 990

29

Lieutenant Charles Sidney Williams, R.M.A. (19th Century)

Rebel hunting at Shanghai
signed with initials and dated 'CW June 5th
1860' (lower right)
watercolour
25 x 35cm (9 13/16 x 13 3/4in).
£800 - 1,200
€990 - 1,500



29

EXHIBITED:

London, Martyn Gregory, *Trade Winds to China*, May 1987, catalogue 47, no.133



30

30

William Simpson (British, 1823-1899)

'Paper Hunt at Shanghai'

signed, inscribed and dated 'Paper Hunt at

Shanghai - W^m Simpson 1874' (lower left)

pencil and watercolour heightened with white
26 x 43cm (10 1/4 x 17in).

£1,500 - 2,000

€1,900 - 2,500

EXHIBITED:

London, Burlington Gallery, *Round the World*,
1874, no 102.

London, The Fine Art Society, *Mr William
Simpson of the Illustrated London News*, June-
October 1987, no 68.

The Shanghai Paper Hunt Club was founded in
the 1860s as there was a lack of relevant prey
to hunt in Shanghai. Instead of hunting for
animals, one member of the team would ride
ahead to act as the hunted prey, marking the
trail with coloured paper. The winner had the
privilege of laying the paper for next week's
hunt, wearing a pink coat and a top hat.



31

31

**Lieutenant Charles Sidney Williams, R.M.A.
(19th Century)**

British troops crossing a river near Canton

signed with initials 'C.S.W.' (lower left) and

indistinctly inscribed and dated 'Kong. ?/Jan

9th/59' (lower right), watercolour

24.5 x 36cm (9 5/8 x 14 3/16in).

£800 - 1,200

€990 - 1,500

EXHIBITED:

London, Martyn Gregory, *Trade Winds to
China*, May 1987, catalogue 47, no.129



32

32

Piet van Engelen (Belgian, 1863-1924)

Chinese travellers

signed 'Piet. van Engelen.' (lower right),

gouache

36 x 60cm (14 3/16 x 23 5/8in).

£400 - 600

€500 - 750



33

33

George Chinnery RHA (British, 1774-1852)

A street scene near São Domingos church, Macau
watercolour

15 x 12cm (5 7/8 x 4 3/4in).

£2,000 - 3,000

€2,500 - 3,700

Chinnery often sketched the area around São Domingos church, particularly the market beside the railings of the church, which is still a familiar gathering place in central Macau.



34



35



36

34

Anglo-Chinese School, mid-19th Century

A British clipper ship moored off Hong Kong
oil on canvas

46 x 60cm (18 1/8 x 23 5/8in).

£3,000 - 5,000

€3,700 - 6,200

35

Anglo-Chinese School, mid-19th Century

The clipper 'Falcon' off the south China coast
oil on canvas

46 x 60cm (18 1/8 x 23 5/8in).

£1,200 - 1,800

€1,500 - 2,200

The widely admired clipper Falcon was designed and built for the China tea trade by Robert Steele & Co. at Greenock on the Clyde. Registered at 937 tons gross (794 net), she measured 192 feet in length with a 32 foot beam and, with her fine lines, was considered an "altogether pleasing ship". Owned by Phillips, Shaw & Lowther of London, she was completed in the spring of 1859 and, after a good passage out to China, she left Shanghai on 23rd August to dock back in London on 7th December (a commendable maiden run of 106 days). Under successive captains, she became a familiar sight in the principal tea ports of the east and earned for herself an excellent reputation for speed even though

she was no record-breaker. After fully twenty years in the China trade, she was sold to J. Braili of Orebich (Austria) in 1879 and renamed Sofia Braili. Subsequently cut down to a barque, to save on crewing costs, she traded out of her home port on the Adriatic until broken up in 1900.

36

Anglo-Chinese School, 19th Century

The hongs at Canton, circa 1840

oil on canvas

45.5 x 60cm (18 x 23 5/8in).

£6,000 - 8,000

€7,500 - 9,900

37

Anglo-Chinese School, late 19th Century

Hong Kong Harbour and the city of Victoria

oil on canvas laid to panel

45 x 79cm (17 3/4 x 31 1/8in).

£8,000 - 12,000

€9,900 - 15,000

The present lot pertains to a late 19th-century tradition of representations of Hong Kong Harbour at the zenith of its history as a storage and distribution outpost for Western traders en route to and from southern China. Amongst the traffic of vessels visible on the water are a prison hulk, paddlesteamer, a ship flying the American colours in addition to a plethora of Chinese, European, commercial and fishing boats. The vessel flying a blue ensign in the left foreground can plausibly be identified as the Royal Naval warship, HMS 'Princess Charlotte', which was deployed as a 'receiving ship' in Hong Kong Harbour between 1858-1875, providing temporary accommodation for sailors not yet assigned to a particular crew.

The city of Victoria can be seen from the north, across the harbour, with the Kowloon Peninsula running across the expanse of the background. The 'godown' of Jardine Matheson and Company - the dominant trading enterprise along the Chinese coast - is visible on the far left. On the summit of Victoria Peak, the grouping of flags indicates the presence of the Hong Kong Signal Station, the construction of which marked the first building on the Peak in 1861.





38



39

38

Anglo-Chinese School, early 20th Century

The P. & O. line R.M.S. Salsette, circa 1908

oil on canvas laid to board

40.5 x 57cm (16 x 22 1/2in).

£2,500 - 3,500

€3,100 - 4,400

PROVENANCE:

With the The Parker Gallery, London.

Built by Caird & Co., Greenock, and launched on 2nd April 1908, Salsette was the fastest ship in the P & O fleet. On the 20th July 1917, whilst on passage from London to Bombay with a general cargo, she was torpedoed and sunk by the German submarine UB40 in the English Channel fifteen miles south west of Portland Bill.

39

Anglo-Chinese School, 19th Century

A pagoda in Kuangtung

oil on canvas laid to panel

39 x 31.5cm (15 3/8 x 12 3/8in).

£600 - 800

€750 - 990

PROVENANCE:

With the Parker Gallery, London.

40

Circle of Youqua (Chinese, active circa 1840-1870)

Macao, from the south looking north

oil on linen, unlined and unframed

44.5 x 77.5cm (17 1/2 x 30 1/2in).

£4,000 - 6,000

€5,000 - 7,500





41

41

Anglo-Chinese School, 19th Century

The S.S. 'Agnes' off Hong Kong

oil on canvas

27 x 41.5cm (10 5/8 x 16 5/16in).

£4,000 - 6,000

€5,000 - 7,500

42

Chinese School, 19th Century

Drying and sorting cotton

gouache on paper

38 x 53cm (14 15/16 x 20 7/8in).

£1,500 - 2,000

€1,900 - 2,500



42

43

Anglo-Chinese School, 19th Century

Musicians in an interior

oil on canvas

46 x 60cm (18 1/8 x 23 5/8in).

£1,000 - 1,500

€1,200 - 1,900



43

44

E. Sandys (British, 19th Century)

The Peak, Victoria Island, Hong Kong

signed 'E. Sandys' (lower left)

charcoal

40.5 x 57cm (16 x 22 1/2in).

£700 - 1,000

€870 - 1,200



44



45

45

Lamqua (Chinese, active 1805-1830)

Hong Merchant, Canton

oil on canvas

28 x 23.5cm (11 x 9 1/4in).

£6,000 - 9,000

€7,500 - 11,000

According to a label on the back of the frame there was an inscription on the original canvas before it was relined that read "Hong Merchant - Canton. Imprisoned on account of Lord Napier having come to Canton in the boat of a ship whose business he had transacted".



46

46
 Lamqua (Chinese, active 1805-1830)
 Hong Merchant
 oil on canvas
 25.5 x 29.5cm (10 1/16 x 11 5/8in).
 £6,000 - 9,000
 €7,500 - 11,000

According to a label on the back of the frame there was an inscription on the original canvas, before it was relined, that read 'Lamqua - Hong Merchant, Canton'.



47

47 AR

Francis Helps (British, 1890-1972)

Head study

signed and dated 'Francis Helps .24' (lower right)

pencil

27.5 x 20cm (10 13/16 x 7 7/8in).

£600 - 800

€750 - 990

Francis Helps was the official artist of the 1922-1924 Mallory and Irvine Everest Expedition. Having been a student at the Slade School of Fine Art and a volunteer for the Artists' Rifles, Helps seemed a perfect candidate. The present study dates from the second expedition to achieve the first ascent of Mount Everest. Unlike Mallory and Irvine, Helps managed to return home. His art career continued to flourish and between 1931 and 1934 Helps taught at the Royal College of Art and became a member of the Royal Society of British Artists in 1933.



48

48

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

Tree struck by lightning, Landour, 1865; Figures outside a temple, the plains beyond; At Nynee Tal the Himalayas, 1863

a set of three watercolours with traces of pencil and heightened with white

34 x 23.5cm (13 3/8 x 9 1/4in); 28 x 43cm (11 x 17in); 48 x 33.5cm (19 x 13 1/4in) respectively. (3)

£800 - 1,200

€990 - 1,500

49

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

Figures outside a temple, the plains beyond; Indian figures and a cow before a shelter on a mountainside; Near Mr. Lascelles House on the Coonoor road, March 17 1855

a set of three watercolours with traces of pencil and heightened with white

two 28 x 42.5cm (11 x 16 3/4) and one 41 x 28cm (16 1/8 x 11in) respectively. (3)

£800 - 1,200

€990 - 1,500

50

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

In Rohilcund, East Indies; At Chuckratta, Himalays, 1871; Indian figure on a camel crossing an old bridge

set of three watercolour with traces of pencil

19 x 27cm (7 1/2 x 10 5/8in); 23 x 32.5cm (9 x 12 3/4in); 23 x 33.5cm (9 x 13 1/4in).

Together with a watercolour by Hadley D'Oyly depicting a cove in Port Blair, The Andamans; and a watercolour by a different hand depicting the Shwedagon temple in Rangoon (Yangon), both unframed. (5)

£600 - 800

€750 - 990

51

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

Indian figures and a goat before buildings on a mountain path; An Indian rider leading another horse; Rampore in the Sutlej Valley

a set of three watercolours with traces of pencil

two 22.5 x 33.5cm (8 7/8 x 13 1/4in) and one 35 x 26cm (13 3/4 x 10 1/4in) respectively. (3)

£600 - 800

€750 - 990



49



50



51



52

52 AR

Alfred Palmer (British, 1877-1951)

A Hindu temple, Northern India

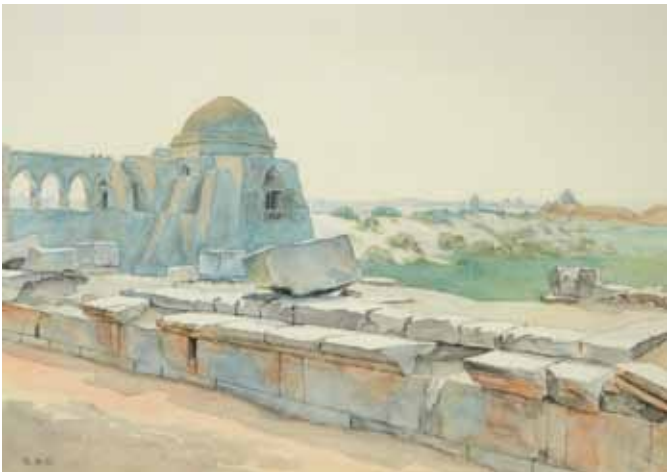
signed 'Alfred Palmer' (lower right)

oil on board

55 x 55cm (21 5/8 x 21 5/8in).

£1,200 - 1,800

€1,500 - 2,200



53

53

Lieutenant R.H. Sams

Ruins at Hauz Khas, Delhi

signed with initials 'R.H.S.' (lower left)

watercolour with traces of pencil

24 x 33.5cm (9 1/2 x 13 1/4in).

£700 - 1,000

€870 - 1,200

The site today of the upmarket fashion and crafts 'village' of New Delhi, shown here as an outcrop of Moghul Delhi, as it used to be.

54

English School, 19th Century

A building in Ahmadpur of the Moghul India period

inscribed 'A building erected by Itimad.al.Dawlah/Vizier to Jahangire, at Omedpoor' (on a separate sheet within the mount)

watercolour with traces of pencil

27 x 40.5cm (10 5/8 x 15 15/16in).

£800 - 1,200

€990 - 1,500



54

55

Circle of Thomas Daniell, RA (British, 1749-1840)

Mosque at Chinno

indistinctly inscribed (to margin),

pen and ink and watercolour

27.4 x 40.6cm (10 13/16 x 16in).

£1,500 - 2,000

€1,900 - 2,500



55

56

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

Three aquatints with hand colouring

1. 'View at Delhi, Near the Mausoleum of Humaioon', plate XIX

2. 'Gate of the Loll-Baug at Fyzabad', plate III

3. 'The Council House, Calcutta', plate III

on wove

each 42 x 59.5cm (16 1/2 x 23 1/2in)(l). (3)

£1,500 - 2,000

€1,900 - 2,500



56

57

George Chinnery RHA (British, 1774-1852)

Figures before an Indian temple

watercolour with traces of pencil

9 x 13.5cm (3 1/2 x 5 1/4in).

Together with two watercolours by the same hand: A landscape with cattle; and Boats in an estuary, unframed. (3)

£600 - 800

€750 - 990



57



58 *

James Alexander Walker (British, 1841-1898)

A Maharaja on a white horse
signed 'J.A. Walker' (lower right)
oil on canvas

92 x 73cm (36 1/4 x 28 3/4in).

£6,000 - 8,000

€7,500 - 9,900



59

59

English School, 19th Century

Bengal tigers

oil on canvas

61 x 92cm (24 x 36 1/4in).

£1,000 - 1,500

€1,200 - 1,900



60

60

English School, late 19th Century

Hills above Bombay

watercolour with traces of pencil and
heightened with white

27 x 48cm (10 5/8 x 18 7/8in).

£700 - 1,000

€870 - 1,200

Mahableshwar is a hill station in the Western Ghats on the route between Bombay and Poona. It was popular in the late 19th Century with upper ranking officers and socially established civilians.

61

G.H.H. (mid 19th Century)

Elephanta, entrance to the main cave, Bombay
signed with initials and indistinctly inscribed
'G.H.H./78 H?' (lower right) and inscribed and
dated "'Elephanta - Entrance to main cave.
26th January 1851.'" (lower left)

pen and ink and watercolour

36 x 51.5cm (14 3/16 x 20 1/4in).

£800 - 1,200

€990 - 1,500



61



62



62

62
Company School, early 19th Century
 Studies of a lychee; Studies of a coffee plant, a pair
 numbered '41' and '47' (upper right)
 gouache
 each 48.5 x 37.5 cm (19 1/8 x 14 3/4in) (image size). (2)
 £2,000 - 3,000
 €2,500 - 3,700



63

63
George Chinnery RHA (British, 1774-1852)
 Study of trees in India
 inscribed in the artist's shorthand
 pen and ink
 22.5 x 19cm (8 7/8 x 7 1/2in).
 £600 - 800
 €750 - 990



64

64

Circle of William Prinsep (British, 1794-1874)

A group of Indian women gathered beneath the shade of a tree
indistinctly signed
oil on canvas

77 x 57cm (30 5/16 x 22 7/16in).

£3,000 - 5,000

€3,700 - 6,200



65

65 AR

Hilda May Gordon (British, 1874-1972)

An Indian beauty
signed 'H.M. Gordon' (lower left), inscribed in pencil 'Indian beauty'
(lower left) and numbered '12' (lower right)

watercolour with traces of pencil

36.5 x 25.5cm (14 3/8 x 10in).

£800 - 1,200

€990 - 1,500



66



67



68

66

Henry Pilleau (British, 1813-1899)

Thane Creek, Bombay

signed with initials 'HP' (lower left)

watercolour heightened with white

11.5 x 45cm (4 1/2 x 17 3/4in).

£800 - 1,200

€990 - 1,500

67

Cecil Leonard Burns (British, circa 1863-1929)

Thane Creek, Bombay

signed 'CECIL L BURNS 1913' (lower right)

watercolour

25.5 x 43cm (10 x 17in).

£800 - 1,200

€990 - 1,500

Cecil Leonard Burns was one of a series of influential directors of the Sir J.J. School of Art in Bombay, such as John Lockwood Kipling and Gladstone Solomon at this period. Works by him are rare as his possessions were burnt in a docks fire on arrival home at Southampton. Thane was a destination for en plein air painting due to its open country and luminous light.

68

John Gantz (British, 1772-1853)

An Indian cowherd

watercolour heightened with white

14.1 x 23.2cm (5 9/16 x 9 1/8in).

£400 - 600

€500 - 750



69

69

Major General Frederick Stafford Hewett (British, 1826-1880)

A group of seven views of Bombay, Colaba and Madras between 1869-1870

each inscribed and most dated, some double sided with drawings of figures, animals and/or caricatures

pen and ink, some with watercolour

each 12 x 39.5cm (4 3/4 x 15 1/2in).

Together with a view of an Egyptian pigeon town by the same hand. (8)

£2,000 - 3,000

€2,500 - 3,700

A career soldier, Hewett served in the Bombay Presidency between 1868-1872, a period in the region's history defined by its socio-political turbulence. Whilst commanding the 28th regiment of Native Infantry, Hewett produced a private visual diary, delineating a highly personalised engagement with the area spanning Bombay and Hyderabad. Such artistic practices were not unusual amongst officers, since all those serving abroad were given a degree of formal instruction in drawing as a means of facilitating military surveying. Crucially, however, what is unique about the body of Hewett's topographical drawings - notwithstanding his technical accomplishment - is the superlative level of detail and the artist's evident sensitivity to his surroundings.

In his panoramas of 19th-century India, Hewett captures with unflinching accuracy the beauty of the terrain, its populace and cultural character. A pre-eminent chronicler of local flora and fauna, Hewett's landscapes reveal a particular preoccupation with native trees, which he records in superb detail. In this comprehensive set of 'camera obscura' depictions, 19th-century India comes to life; Bombay is particularly well-served, with Hewett's architectural perspectives capturing the archipelago in its entirety from the railway station at Thanna to the Elphinstone Circle. Formally recognised by the Top Brass, Hewett's execution of the Kolara tombs at Hyderabad received official commendation.

By contrast, Hewett's whimsical and often satirical magical realist sketches of the same period reveal a stream of unconscious imaginings which ultimately serve as an escapism from military service on the frontier in the aftermath of the Mutiny of 1857. Long before the formal surrealist movement, Hewett's peculiar caricatures - not dissimilar to the illustrations of 'Punch' - provide a window into the internal caprices and not infrequent humour of a member of the Victorian Establishment. The social, political, eccentric and often sexual nature of these works indicate that, unlike Hewett's depictions of the Kolara tombs, they were very much intended as a form of personal amusement.

As in Hewett's erratic doodlings, the everyday minutiae of military life is pointedly absent from his topographical drawings. Where soldiers have been included, they are almost uniformly burlesqued. Nevertheless, amongst his representations of the fort at Thanna is an isolated reminder of colonial hostilities: a depiction of the Execution Tower. Seemingly, although Hewett's art provided him with a fleeting liberation from life during the formative days of the British Raj, it did not allow him to fully evade it. As such, these dual works are revelatory of an acutely responsive and creative mind, simultaneously trapped and stimulated by its surroundings.



70



71

70 AR

Emile Ralambo (Malagasy, 1879-1963)

A Malagasy family
signed 'E. Ralambo' (lower right)
watercolour on silk
83 x 121cm (32 11/16 x 47 5/8in).
£1,200 - 1,800
€1,500 - 2,200

PROVENANCE:

Believed to have been a gift to Dr George Henry Peake from the artist
Thence by descent

George Henry Peake served as a medical missionary in the late 19th and early 20th century in Fiamantara, Madagascar. He was the great grandson of the missionary Robert Moffat, who was also David Livingstone's father-in-law.

71

Edward Henry Holder (British, 1847-1922)

The Boiling Pot, Victoria Falls
signed 'E H HOLDER' (lower left), oil on canvas
26 x 36cm (10 1/4 x 14 3/16in).
£800 - 1,200
€990 - 1,500

72 AR

Victor Ernest Elford (British, 1911-2003)

'Two sisters', West Africa
signed 'V. ELFORD' (lower right); bears title and partial artist's label
(verso)
oil on composition board
94 x 74cm (37 x 29 1/8in).
£2,000 - 3,000
€2,500 - 3,700

PROVENANCE:

Estate of the artist

During the Second World War, Victor Elford, an RAF airman, was stranded in West Africa. Several other works from this period are in the collection of the Plymouth City Museum and Art Gallery.

73 AR

Victor Ernest Elford (British, 1911-2003)

Mother and child, West Africa
signed 'V. ELFORD' (lower right)
oil on canvas
95.5 x 70cm (37 5/8 x 27 1/2in).
£2,000 - 3,000
€2,500 - 3,700

PROVENANCE:

Estate of the artist



72



73



74



75



76

74

W. Gordon Forbes (British, late 19th/early 20th Century)

A view of the Malabar Coast from Mangalore annotated throughout

pencil

20.5 x 53cm (8 x 20 7/8in).

£1,000 - 1,500

€1,200 - 1,900

75

Lieutenant Colonel Atkinson (British, 19th Century)

Temple of Annaragopori, Ceylon, 1853

bears extensive inscription (verso)

watercolour with traces of pencil

29.5 x 44.5cm (11 5/8 x 17 1/2in).

£800 - 1,200

€990 - 1,500

76

Manner of Andrew Nicholl, RHA

A Ceylon harbour

inscribed and dated 'Ceylon Harbour 1842'

and bears a signature 'A Nicholl' (lower left)

watercolour

18 x 30cm (7 1/16 x 11 13/16in).

Framed together with an image of Andrew Nicholl and information about the artist

(behind glass on the reverse)

£500 - 700

€620 - 870



77

77

Max Schröder-Greifswald (German, 1858-1920)

An African coastal scene

signed and dated 'Schröder-Greifswald/B. 1906' (lower right)

oil on canvas

60 x 91.5cm (23 5/8 x 36in).

£2,000 - 3,000

€2,500 - 3,700



78

78 *
 Adolf Schreyer (German, 1828-1899)
 A halted caravan
 oil on canvas laid to board
 48 x 82.5cm (18 7/8 x 32 1/2in).
 £8,000 - 12,000
 €9,900 - 15,000

79 *
 Adolf Schreyer (German, 1828-1899)
 Der Standartenträger
 signed 'Ad. Schreyer' (lower right)
 oil on canvas
 53.5 x 46cm (21 1/16 x 18 1/8in).
 £8,000 - 12,000
 €9,900 - 15,000





80



82



81

80

Silvestro Valeri (Italian, 1814-1902)

The guard

signed and inscribed 'S Valeri Roma' (lower right),
watercolour

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

£1,500 - 2,000

€1,900 - 2,500

81 AR

Tony Binder (Austrian, 1868-1944)

A Berber water carrier

signed and indistinctly dated 'Tony F Binder/191?' (lower right)
oil on board

56 x 48.5cm (22 1/16 x 19 1/8in).

£800 - 1,200

€990 - 1,500

82

Circle of Jean François Portaëls (Belgian, 1818-1895)

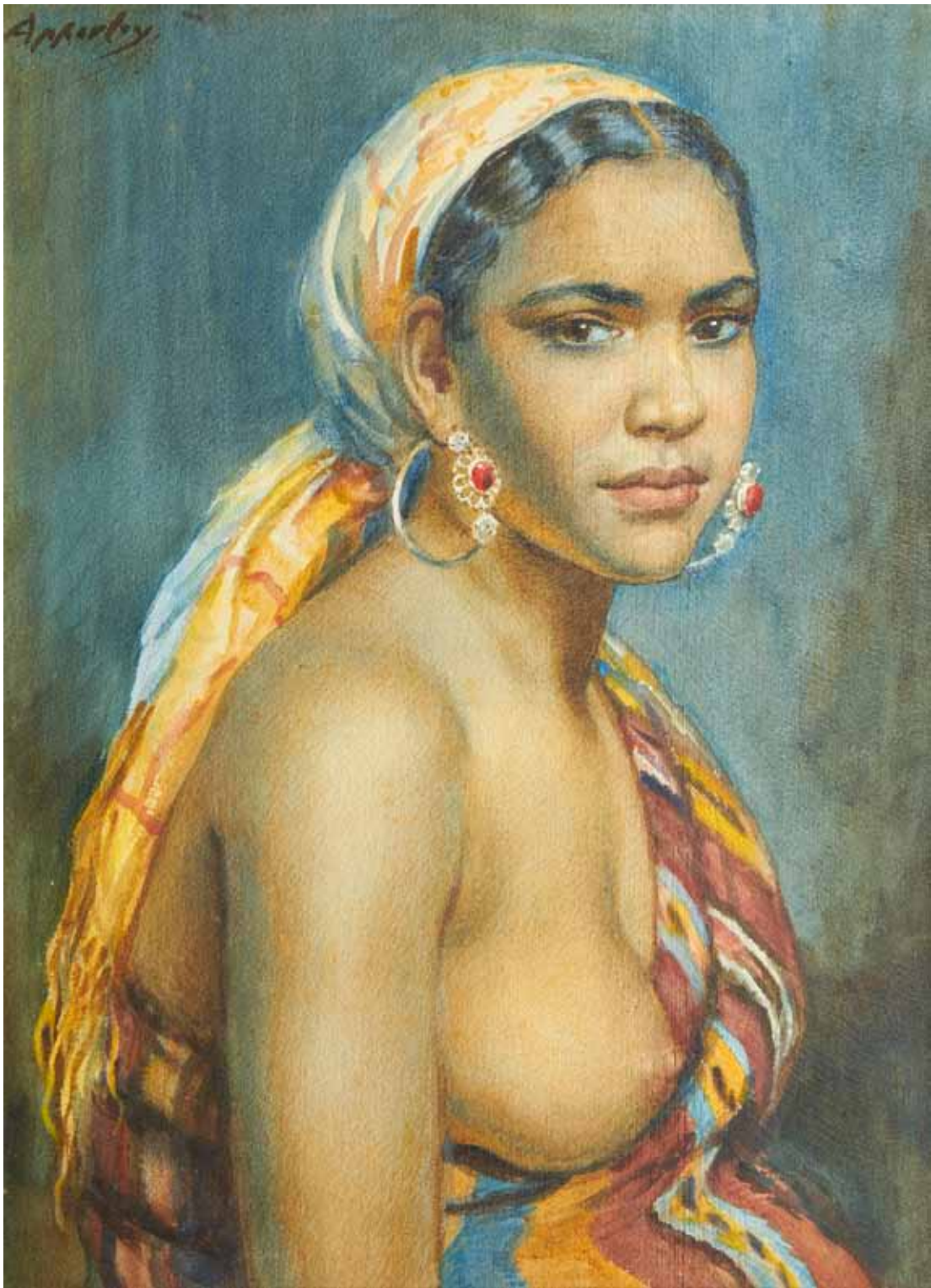
At the well

oil on canvas

105 x 89cm (41 5/16 x 35 1/16in).

£1,500 - 2,000

€1,900 - 2,500



83

83 AR
 George Owen Wynne Apperley (British, 1884-1960)
 Aicha
 signed 'Apperley' (upper left)
 watercolour
 43 x 31cm (17 x 12 1/4in).
 £3,000 - 5,000
 €3,700 - 6,200



84

84 *

Otto Pilny (Swiss, 1866-1936)

Arabischer Reiter in Steppenlandschaft

signed and dated 'O Pilny 1900' (lower right)

oil on canvas

47 x 78.5cm (18 1/2 x 30 7/8in).

£8,000 - 12,000

€9,900 - 15,000



85

85
Professor Niels Simonsen (Danish, Copenhagen 1807-1885
Frederiksberg)

Defending a hill fortification, Morocco
signed 'Niels Simonsen Munchen' (lower right)

oil on canvas

88 x 106cm (34 5/8 x 41 3/4in).

£10,000 - 15,000

€12,000 - 19,000



86



87

86

Antoine-Victor-Edmond Joinville (French, 1801-1849)

Oriental beauties in a garden

signed 'E. Joinville' (lower right)

oil on panel

24 x 32cm (9 7/16 x 12 5/8in).

£1,000 - 1,500

€1,200 - 1,900

87

Arthur Trevor Haddon (British, 1864-1941)

At the gates of the medina

signed 'TREVOR HADDON' (lower right)

oil on canvas

46 x 35.5cm (18 1/8 x 14in).

£800 - 1,200

€990 - 1,500

88

Giulio Rosati (Italian, 1858-1917)

The camel seller

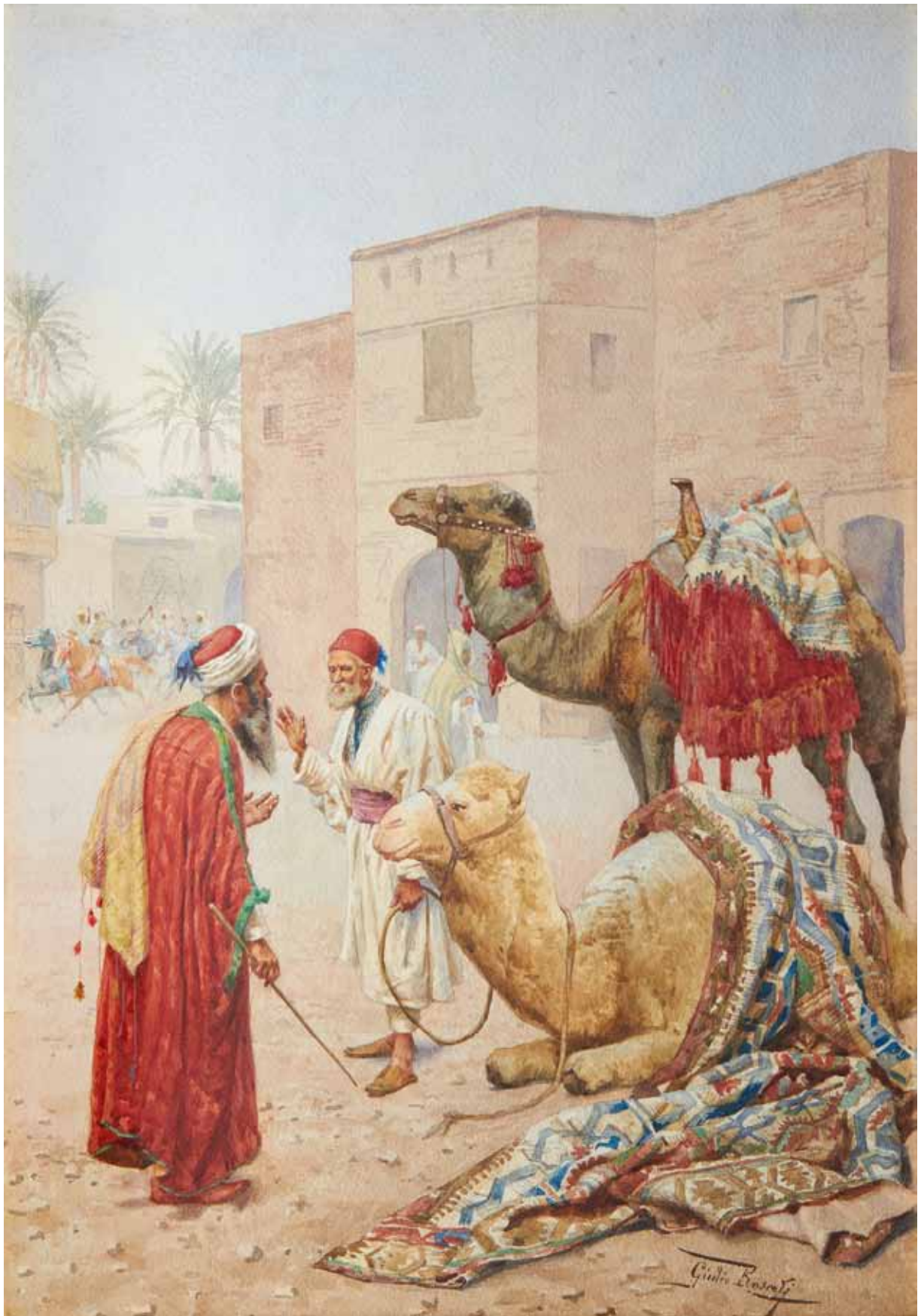
signed 'Giulio Rosati' (lower right)

watercolour with traces of pencil

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

£5,000 - 7,000

€6,200 - 8,700





89

89 AR

Jeka Kemp (Scottish, 1876-1967)

North African street scene

signed 'JEKA KEMP' (lower right)

oil on panel

28 x 38cm (11 x 14 15/16in).

£1,500 - 2,000

€1,900 - 2,500



90

90

Robert George Talbot Kelly, R.I., R.B.A. (British, 1861-1934)

Tangiers

signed, inscribed and dated 'R. Talbot Kelly/ Tangier 1886' (lower left),

watercolour

54.5 x 74cm (21 7/16 x 29 1/8in).

£1,000 - 1,500

€1,200 - 1,900

91 AR

Hans Hansen, RSW (British, 1853-1947)

The tambourine dancer

signed 'HANS HANSEN' (lower left)

watercolour heightened with bodycolour

29 x 49cm (11 7/16 x 19 5/16in).

£600 - 800

€750 - 990



91

92

Girolamo Gianni (Italian, 1837-1895)

A street scene in Alexandria after the bombardment by the British in 1882
signed and dated 'G. Gianni/188-' (lower right)
oil on board

24.5 x 36cm (9 5/8 x 14 3/16in).

£2,000 - 3,000

€2,500 - 3,700



92

93

Henry Pilleau (British, 1813-1899)

View of Cairo

signed with monogram HP (lower left) and
inscribed and dated in pencil 'Cairo/Oct 28/57'
(lower left)

watercolour with traces of pencil and
heightened with white

14 x 22.5cm (5 1/2 x 8 7/8in).

Together with another watercolour by the
same hand depicting the Colossi of Memnon at
Thebes, with a view of the Nile in the distance.

(2)

£800 - 1,200

€990 - 1,500



93

94

Leander Russ (Austrian, 1809-1864)

'Vue du Port neuf a Alexandrie'

inscribed with title (lower centre)

pen and ink with traces of pencil, unframed
25.5 x 40cm (10 x 15 3/4in).

Together with a collection of drawings and
watercolours made during a tour of the Middle
East in the years 1838 to 1842, various sizes,
all unframed. (qty)

£1,000 - 1,500

€1,200 - 1,900

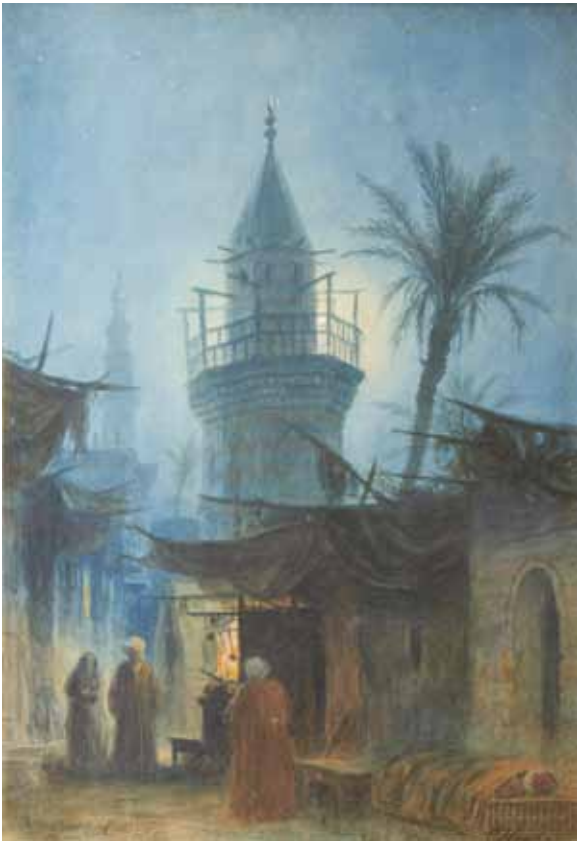


94

Russ came from an artistic family background
and was a student at the Vienna Academy of
Fine Art. After travelling around Europe he
decided to go on a trip to the Orient, which
would end up being a great influence on his art
throughout his artistic career.



95



96



97

95

David Thomas Rose (British, ?-1938)

Street scene, Cairo

signed and dated 'D.T. Rose 1904' (lower right) and inscribed 'Cairo' (lower left)

watercolour with traces of pencil

33 x 23cm (13 x 9 1/16in).

£800 - 1,200

€990 - 1,500

96

Hermann Ludwig Heubner (German, 1843-1915)

The old road, Cairo

signed and dated 'Marz 1906 H Heubner' (lower right) and inscribed 'Alte Strasse Cairo/17' (lower left)

watercolour heightened with white

54 x 37cm (21 1/4 x 14 1/2in).

£600 - 800

€750 - 990

97 AR

Sir Gerald Festus Kelly (British, 1879-1972)

Chareh al Mahassine, Cairo; Street scene, Cairo

a pair, the former signed and inscribed 'Chareh el Nahassine Cairo/ Bleu.../Kelly' (verso)

oil on panel

each 14 x 16cm (5 1/2 x 6 1/4in).(2)

£1,200 - 1,800

€1,500 - 2,200

PROVENANCE:

With the Fine Art Society, March 1979



98



99

98

Albert Goodwin, RWS (British, 1845-1932)

Tombs of the Caliphs, Cairo

signed 'Albert Goodwin' (lower right), bears an inscription (lower left)
watercolour with traces of pencil

17.5 x 24.5cm (6 7/8 x 9 5/8in).

£2,000 - 3,000

€2,500 - 3,700

99

Frederick Goodall, RA (British, 1822-1904)

Memphis

signed with monogram and dated '1871' (lower left)
oil on canvas

22 x 54cm (8 11/16 x 21 1/4in).

£1,200 - 1,800

€1,500 - 2,200



100

100
Paul Dominique Philippoteaux (French, 1845-1923)
 The Great Sphinx of Giza
 signed 'P. Philippoteaux' (lower left)
 oil on board
 26.5 x 33.5cm (10 7/16 x 13 3/16in).
 £2,000 - 3,000
 €2,500 - 3,700

101
Narcisse Berchère (French, 1819-1891)
 Colossi of Memnon, Thebes
 signed, inscribed and dated 'THEBES.Berchere.68' (lower right)
 oil on panel
 35 x 60.5cm (13 3/4 x 23 3/4in).
 £4,000 - 6,000
 €5,000 - 7,500

102 *
Edward Lear (British, 1812-1888)
 Denderah, Egypt
 inscribed and dated 'Denderah/arrived 7:30/7:30-8AM./15.Jan 1867'
 (lower left), numbered (153) lower right with annotations throughout
 pen, ink and watercolour heightened with bodycolour
 29 x 52.5cm (11 7/16 x 20 11/16in).
 £4,000 - 6,000
 €5,000 - 7,500

PROVENANCE:
 With J. Leger & Son, London.
 Purchased from the above in 1956 by the present owner.



101



102



103



103

103

Spyridon Scarvelli (Greek, 1868-1942)

Ruins at Luxor; Feluccas on the Nile

a pair, both signed 'Scarvelli' (lower left)

pencil and watercolour

each 32 x 51.5cm (12 5/8 x 20 1/4in). (2)

£2,000 - 3,000

€2,500 - 3,700

104

Edward Lear (British, 1812-1888)

Gebel Serbal from Wady Selaff

inscribed and dated 'Gebel Serbal/ from Wady

Selaff/ sunset 20 minutes after 3/ 24 Jany

1849' (lower left), annotated with notes and

numbered '133' (lower right), pen and ink and

traces of pencil

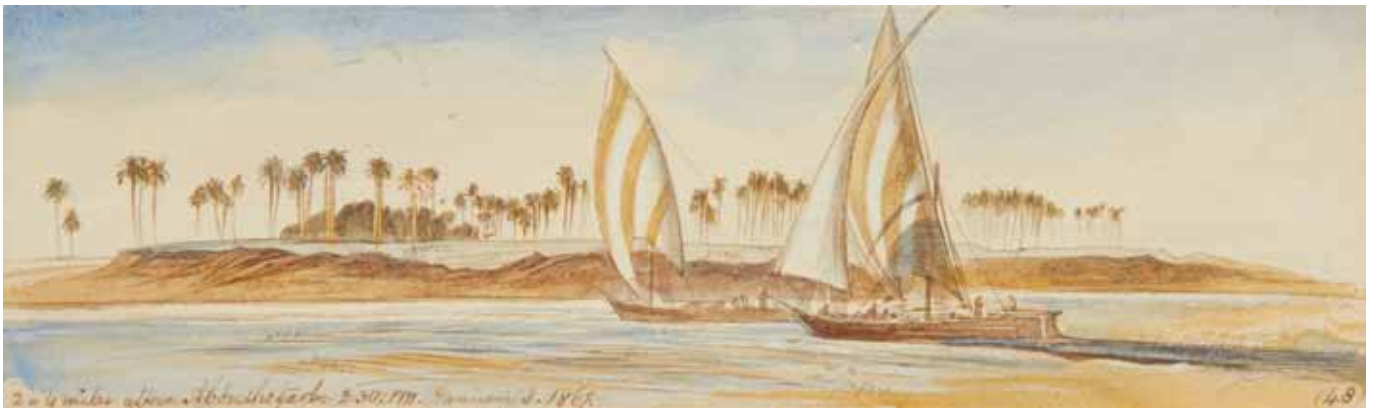
21 x 35cm (8 1/4 x 13 3/4in).

£800 - 1,200

€990 - 1,500



104



105



106

105

Edward Lear (British, 1812-1888)

View of the Nile, Egypt

inscribed and dated '2 or 4 miles above Aboushegarb. 2:30. PM. January 3. 1867.' (lower left), numbered 48 (lower right) and annotated with

colour notes throughout

pen, ink and watercolour

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

£2,000 - 3,000

€2,500 - 3,700

PROVENANCE:

With the Ruskin Gallery, Stratford-On-Avon.

106

Edward Lear (British, 1812-1888)

Mahatta, Egypt

inscribed and dated twice 'Feb 8 1854' (lower right) and bears further inscription (lower left), pen, ink and watercolour with traces of pencil

18.5 x 31.5cm (7 5/16 x 12 3/8in).

£1,000 - 1,500

€1,200 - 1,900



107



108



109

107

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

'Ruins at Kertassia, Nubia'; 'A Distant View of the Pyramids'

a pair, both signed 'A. Lamplough R.W.S.' (lower left), both inscribed with titles (lower right)

watercolour heightened with bodycolour

each 24 x 62cm (9 1/2 x 24 3/8in). (2)

£800 - 1,200

€990 - 1,500

109

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

'A Desert Skyline'; 'A Desert Village'

a pair, both signed 'A. Lamplough R.W.S.' (lower left) and inscribed with titles (lower right)

watercolour

each 24 x 62cm (9 1/2 x 24 3/8in). (2)

£600 - 800

€750 - 990

108

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

A view of Luxor from the Nile; Feluccas along the Nile

a pair, both signed 'A. Lamplough R.W.S.' (lower left), the former inscribed 'Luxor' (lower right)

watercolour heightened with white

each 24 x 62cm (9 1/2 x 24 7/16in). (2)

£600 - 800

€750 - 990

110

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

The desert camp
signed and dated 'A. Lamplough 1910' (lower
left)

watercolour

52 x 75cm (20 1/2 x 29 1/2in).

£1,000 - 1,500

€1,200 - 1,900



110

111

Edward Angelo Goodall, RWS (British 1819-
1908)

A desert well

signed and dated 'E A Goodall/1873' (lower
right), pencil and watercolour heightened with
white

17.7 x 52.5cm (6 15/16 x 20 11/16in).

£800 - 1,200

€990 - 1,500



111

112

Cavalier Antonio Scognamiglio (Italian,
19th Century)

Figures walking into a desert with a harbour in
the distance

signed 'A. Scognamiglio' (lower right)

oil on canvas

30.5 x 68.5cm (12 x 27in).

£800 - 1,200

€990 - 1,500



112



113



113



114

113

Girolamo Gianni (Italian, 1837-1895)

Desert scenes, a pair

both signed and dated 'G. Gianni 1874.' (lower right), oil on board, framed as oval

each 27.5 x 22.5cm (10 13/16 x 8 7/8in), (2).

£1,500 - 2,000

€1,900 - 2,500

114

Narcisse Berchère (French, 1819-1891)

A desert caravan

signed and dated 'Berchère/1868' watercolour

23 x 38cm (9 1/16 x 14 15/16in).

£700 - 900

€870 - 1,100

115

English School, late 19th Century

An album of twenty-four watercolours depicting views in Egypt, Negeb, Syria, Asia Minor, and Greece.

watercolour heightened with gouache

album size: 26 x 32cm (10 1/4 x 12 5/8in)

£1,000 - 1,500

€1,200 - 1,900



115

116

After David Roberts, RA

A group of nineteen hand coloured lithographs by Luis Haghe, on wove, from the Holy Land and Egypt Series, published by FG Moon, London, 34 x 53.5cm (13 3/8 x 21in)(l), and smaller. (19)

£1,200 - 1,800

€1,500 - 2,200



116

117

After David Roberts, RA

Four lithographs with hand colouring. Entitled 'St Jean d'Acre', 1842, 'Suez', 1843, 'Island of Graia, Gulf of Akabah', 1844, and 'Slow boat on the Nile looking towards the Pyramids of Dashour and Saccara', 1846, on wove, published by FG Moon, 34 x 50cm (13 3/8 x 19 5/8in)(l). (4)

£800 - 1,200

€990 - 1,500



117



118

118

English School, late 19th Century

A view of Beirut; A view of Baalbek
watercolour with traces of pencil and
heightened with white, both unframed
18 x 24cm (7 1/16 x 9 7/16in); 12.5 x 19cm (5
x 7 1/2in) respectively. (2)

£2,000 - 3,000

€2,500 - 3,700



119

119

**Attributed to Antoine Alphonse Montfort
(French, 1802-1884)**

A view of Brummana from Mount Lebanon
bears inscription 'Montfort/1839/Vue prise a
Broumanah/sur le Mont Liban' (on stretcher
verso)

oil on paper laid to canvas

21 x 32cm (8 1/4 x 12 5/8in).

£2,000 - 3,000

€2,500 - 3,700

120

J. Milner (British, early 20th Century)

River scene, Basra

signed 'J MILNER' (lower right)

oil on canvas

51 x 66cm (20 1/16 x 26in).

£1,000 - 1,500

€1,200 - 1,900



120

PROVENANCE:

Gift by the artist

Thence by descent to the present owner



121

121

Harry Sutton Palmer, R.I. (British, 1854-1933)

Jerusalem

signed 'Sutton Palmer' (lower left)

watercolour with traces of pencil

32.5 x 49.5cm (12 13/16 x 19 1/2in).

£4,000 - 6,000

€5,000 - 7,500



122

122

Ben Avram (Israeli, born 1937)

Flying musician

signed 'Ben AVRAM' (lower left and verso)

oil on canvas

59.5 x 49.5cm (23 1/2 x 19 1/2in).

£1,000 - 1,500

€1,200 - 1,900



123

123

Yosl Bergner (Israeli, born 1920)

'Flowers'

signed (lower right), also signed and inscribed with dimensions and title (verso)

oil on canvas

40 x 30cm (15 3/4 x 11 13/16in).

£1,000 - 1,500

€1,200 - 1,900



124

124

Menashe Kadishman (Israeli, born 1932)

Sheep head

signed 'M. Kadishman.' (lower right), also signed and indistinctly inscribed (verso)

oil on canvas

80 x 59.5cm (31 1/2 x 23 7/16in).

£2,000 - 3,000

€2,500 - 3,700



125



126

125

William James Müller (British, 1812-1845)

Landscape at Tlos, Lycia

signed with initials and inscribed 'Tlos WM' (lower left), watercolour
28.5 x 53cm (11 1/4 x 20 7/8in).

£2,000 - 3,000

€2,500 - 3,700

PROVENANCE:

With the Ruskin Gallery, Stratford-on-Avon

126

William James Müller (British, 1812-1845)

Two figures at rest, Turkey

signed and indistinctly dated 'WMüller 18...' (lower left)
oil on canvas

35.7 x 51cm (14 1/16 x 20 1/16in).

£2,000 - 3,000

€2,500 - 3,700



127



128

127

Vittorio Amadeo Preziosi (Maltese, 1816-1882)

The spice sellers

pencil and watercolour heightened with bodycolour, unframed
23 x 30cm (9 1/16 x 11 13/16in).

£2,000 - 3,000

€2,500 - 3,700

128

Leonardo de Mango (Italian, born 1843)

A discussion

signed and dated 'L. de Mango 1887' (lower right)
watercolour heightened with gouache
15 x 22.5cm (5 7/8 x 8 7/8in).

£2,000 - 3,000

€2,500 - 3,700



129



131



130

129

Leonardo de Mango (Italian, born 1843)

An Ottoman scribe

signed and dated 'L. de Mango/1927' (upper right)

oil on canvas laid to board

26 x 20cm (10 1/4 x 7 7/8in).

£2,000 - 3,000

€2,500 - 3,700

We are grateful to Erol Makzume for his assistance in cataloguing this lot.

130

German School, 18th Century

A group of five figure studies in native costumes

all but one inscribed lower centre

watercolour with traces of black chalk, and pen and ink and watercolour framing lines

each 29.5 x 20cm (11 5/8 x 7 7/8in). (5)

£1,000 - 1,500

€1,200 - 1,900

131

Vittorio Amadeo Preziosi (Maltese, 1816-1882)

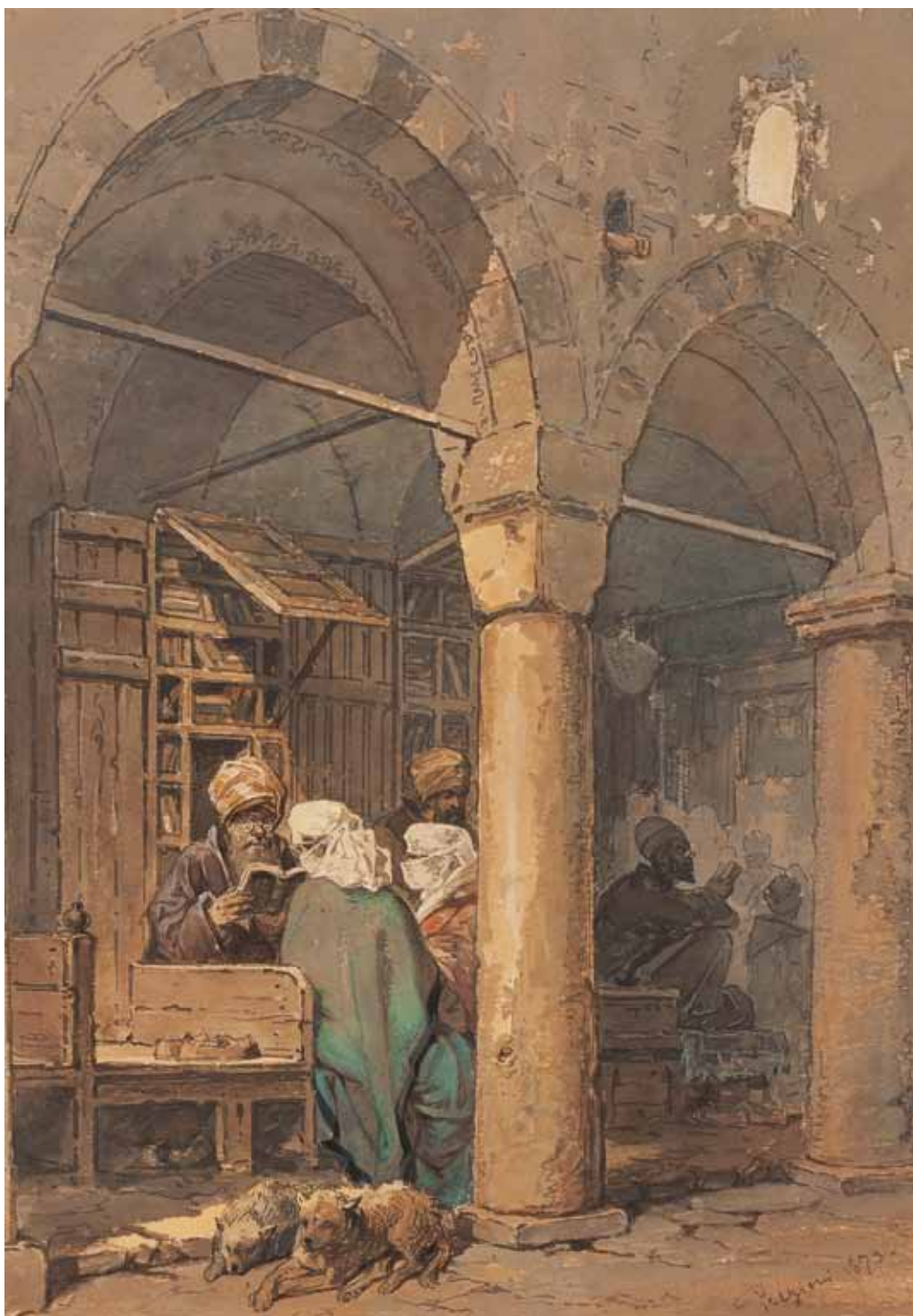
Portrait of a Turkish beauty

pencil and watercolour

34 x 23.5cm (13 3/8 x 9 1/4in).

£1,000 - 1,500

€1,200 - 1,900



132

132

Vittorio Amadeo Preziosi (Maltese, 1816-1882)

The Bazaar at Constantinople

signed and dated 'Preziosi 1873' (lower right)

watercolour and ink

46.5 x 32.5cm (18 5/16 x 12 13/16in).

£4,000 - 6,000

€5,000 - 7,500



133

133

Herman Maurice Cossmann (French, 1821-1890)

An odalisque with a parrot

signed 'M. Cossmann' (lower left)

oil on panel, oval

44.5 x 54cm (17 1/2 x 21 1/4 in).

£2,000 - 3,000

€2,500 - 3,700

134 AR

Reginald Thomas Cleaver (British, born circa 1870-1954)

'A Social Crime in a Constantinople Cafe'

signed 'Reginald Cleaver' (lower right), inscribed as titled on the margin and dated 'March 8th 1913' (verso)

pencil, unframed

39 x 28cm (15 3/8 x 11 in).

£800 - 1,200

€990 - 1,500

LITERATURE:

Reginald Cleaver, *The Graphic*, Britain, March 8th, 1913, p. 355, illustrated.

The picture by Reginald Cleaver is accompanied by a short article by the artist himself entitled 'Short Shrift for the Advanced Woman in Turkey'. Cleaver writes: "Several Turkish ladies of well-known families recently broke through their social bonds, and, in order to collect money for the war, went with uncovered faces into the café-restaurants of the Pera quarter of Constantinople, where they sold small favours in the shape of discs, bearing the wording in Turkish, 'For the cause of humanity.' The social enormity of the offence created great excitement, and the police appeared and promptly arrested them."



134



135

135
 Vittorio Amadeo Preziosi (Maltese, 1816-1882)
 Fifteen figure studies
 pencil and watercolour heightened with bodycolour, all unframed
 each approximately 28 x 19cm (11 x 7 1/2in). (15)
 £8,000 - 12,000
 €9,900 - 15,000



135



136



137

136

Continental School, 19th Century

A fire in Constantinople

indistinctly monogrammed (lower right)

oil on canvas

49.5 x 65.5cm (19 1/2 x 25 3/4in).

£1,000 - 1,500

€1,200 - 1,900

137

After Fausto Zonaro, 20th Century

A group of six studies depicting Istanbul and the surrounding coastline
some bear a signature

three oil on panel; two oil on card laid to panel; one oil on canvasboard,
all unframed

22 x 12.5cm (8 5/8 x 4 7/8in) and smaller. (6)

£1,000 - 1,500

€1,200 - 1,900

These works can be attributed to Fausto Zonaro's younger son, Faustino Zonaro, who prior to the 2nd World War copied subjects depicted by his father and imitated his signature.

We are grateful to Erol Makzume for his assistance in cataloguing this lot.

138 AR

Conrad Hector Rafaele Carelli (British,
1869-1956)

Istanbul from Iskudar

signed 'Conrad H R Carelli' (lower right)

watercolour

25 x 34.5cm (9 13/16 x 13 9/16in).

£700 - 900

€870 - 1,100

PROVENANCE:

With Abbott & Holder, London.

139

J. Pavlikevitch (Russian, active circa 1900)

The Galata Bridge, Constantinople

indistinctly signed and dated and inscribed

'Stamboul' (lower left) and further inscribed

'Pont de Galata' (lower right)

watercolour and pencil

34.5 x 51cm (13 9/16 x 20 1/16in).

£600 - 800

€750 - 990

140

German School, early 20th Century

The Golden Horn from Eyüp

indistinctly signed and inscribed 'A Pretti Am
golden Horn' (lower right)

watercolour

35.5 x 52cm (14 x 20 1/2in).

£500 - 700

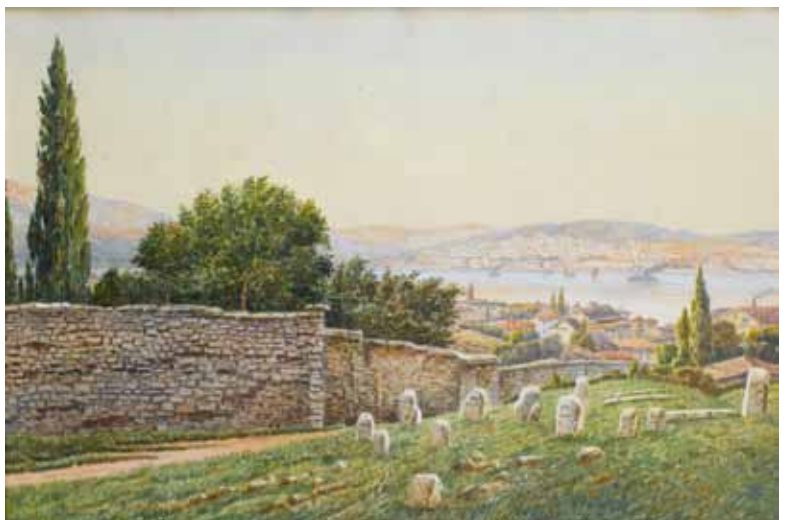
€620 - 870



138



139



140



141

141

English School, early 19th Century

Tartars at the Nizhny Novgorod Fair
two, one inscribed and dated 'Camp of Tartars. Nyni/august 17 1828' (lower left), the other signed and inscribed 'Tartars & Armenians Nyni August 15. 1828' (lower right) watercolour and pen and ink, both unframed one 17.5 x 25.5cm (6 7/8 x 10 1/16in), the other 19.5 x 24cm (7 11/16 x 9 7/16in). (2)

£1,000 - 1,500

€1,200 - 1,900

In 1817, the Makaryev Fair, one of the liveliest in the world, was transferred to Nizhny Novgorod, after it was destroyed by fire a year earlier. It became one of the most important market fairs of its kind, with millions of visitors annually and by the mid-19th century, the city on the Volga was firmly established as the trade capital of the Russian Empire. The Nizhny Fair was held during July and August and the fair attracted merchants from all over Russia, from the East (Greek, Turkey, Iran) and Western Europe.



142

142

After Louis-François Cassas

Vue De La Ville D'Athenes
handcoloured engraving
51.5 x 75cm (20 1/4 x 29 1/2in)(PL)

£1,000 - 1,500

€1,200 - 1,900



143

143

Edward Lear (British, 1812-1888)

A set of four studies of Greek views and figures
1. 'Sunium'

inscribed and dated 'Sunium April 6. 4.30PM 1864' (lower left), 'Makronisi, Keos', in Greek (lower right) and the artist's colour notes

2. Study of priests

inscribed 'Chorodia is the name of the monastery I was at yesterday', in Greek (upper right), 'The priest/Georgios Petrides/from Kallikrati, Sfakia', in Greek (lower right) and inscribed and dated 'Vernarakis Jeremias/2 april 1864' in Greek and English (lower left)

3. The Siesta

inscribed with the artist's colour notes

4. The coast of Crete

inscribed 'Psiloritis and Perivolos from the house of/Mr Constantine Kalokairinos, in Rethimno/8 may 1864. 6p.m.' (lower right), 'Kouloukonas', in Greek (lower left) and the artist's colour notes

four, all pen and ink and watercolour, framed as one

largest 7 x 27cm (2 3/4 x 10 5/8in).

£800 - 1,200

€990 - 1,500

PROVENANCE:

With Thomas Agnews & Sons Ltd, no.17704



144

144

Vincenzo Fenech (Maltese, late 18th/early 19th Century)

A group of three Maltese costume studies each signed 'V. Fenech' (lower left), inscribed with titles (lower centre) and numbered (lower right) watercolour with traces of black chalk, all unframed each 20.5 x 16cm (8 x 6 1/4in). (3)

£1,200 - 1,800

€1,500 - 2,200

145

Vincenzo Fenech (Maltese, late 18th/early 19th Century)

A group of four costume studies from Corfu, Spain, and Naples each signed 'V. Fenech' (lower left), inscribed with titles (lower centre) and numbered (lower right) watercolour with traces of black chalk, all unframed 22.5 x 16.5cm (8 7/8 x 6 1/2in) and smaller. Together with two Corfu costume studies by a different hand, unframed. (6)

£1,000 - 1,500

€1,200 - 1,900

146

Vincenzo Fenech (Maltese, late 18th/early 19th Century)

A group of four Algerian costume studies each signed 'V. Fenech' (lower left), inscribed with titles (lower centre) and numbered (lower right) watercolour with traces of black chalk, all unframed three 16 x 15cm (6 1/4 x 5 7/8in), one 22.5 x 16.5cm (8 7/8 x 6 1/2in). (4)

£800 - 1,200

€990 - 1,500



145



146



147

147

General Sir John Miller Adye (1819-1900)

Gibraltar

signed, inscribed and dated 'Gibraltar/John Adye/General&Governor/1886' (lower right)
watercolour

22 x 30cm (8 5/8 x 11 13/16in).

£800 - 1,200

€990 - 1,500



148

148

Tristram Ellis (British, 1844-1922)

Algiers

signed and inscribed 'Tristram Ellis. Algiers.'
(lower left)
watercolour

17 x 35cm (6 11/16 x 13 3/4in).

£600 - 800

€750 - 990



149

149

Anton Schranz Jnr. (Maltese, 1801-circa 1865)

Figures in a boat by a bridge

signed 'Schranz' (lower left), watercolour

12.7 x 19cm (5 x 7 1/2in).

£400 - 600

€500 - 750



150

150

Girolamo Gianni (Italian, 1837-1895)

A view of Valletta Harbour

signed and dated 'G. Gianni/1887' (lower left)

oil on card

21 x 52cm (8 1/4 x 20 1/2in).

£1,500 - 2,500

€1,900 - 3,100

151

English School, 19th Century

View of St Pauls Bay, Malta

watercolour with traces of pencil, unframed

17.2 x 24cm (6 3/4 x 9 7/16in).

£1,000 - 1,500

€1,200 - 1,900



151

152

Luigi Maria Galea (Maltese, 1847-1917)

The Grand Harbour, Valetta, at dusk

signed 'L.M. Galea' (lower left)

oil on board

14 x 33.5cm (5 1/2 x 13 1/4in).

£1,000 - 1,500

€1,200 - 1,900



152



153

153

Angel de Saavedra, 3rd Duke of Rivas (Spanish, 1791-1865)

Self Portrait

signed, dated and inscribed 'A.de Saavedra seipsum pt Gibraltar a.1825' (lower centre, under frame) watercolour, framed as oval
14.5 x 12cm (5 11/16 x 4 3/4in).

£500 - 700

€620 - 870

Born in Córdoba, Don Angel quickly assumed the roles of both poet and politician, whilst simultaneously operating within the upper stratum of Spanish gentile society. Having fought in the vanguard during the War of Independence (1808-1814), Don Angel became a pre-eminent member of the Cortes in the early 1820s. It was as a result of his political standpoint and, more particularly, his opposition to the absolute monarchy, that Don Angel was condemned to death. Escaping to Gibraltar, Don Angel lived in exile, supporting himself as an artist, until the death of Ferdinand VII in 1833 finally enabled his return to his homeland.

Having succeeded his elder brother as the Duke of Rivas in 1834, Don Angel's career as the first Spanish Romantic flourished as his attentions turned to playwriting. His work of 1835, 'Don Alvaro; o la Fuerza del Sino', is considered to be the first documented instance of French Romanticism in Spanish literature. 'Don Alvaro' was subsequently reappropriated by Verdi, who utilised the work as a basis for a libretto in his opera of 1862, 'La Forza del Destino'.

Don Angel's liberal persuasion continued to prove problematic. Appointed Minister of the Interior in 1835, heated controversy in the Spanish parliament compelled a return to exile. Two years later, Don Angel had re-aligned his political views and as a member of the Moderate Party became first Prime Minister and secondly Ambassador to the French and Italian courts.

The present lot has only recently come to light: gifted to a close friend, Lieutenant Colonel John Christopher Harrison of the 23rd Regiment of Foot (Royal Welch Fusiliers), the inscription identifying the sitter was concealed for many years.

154

Attributed to Giuseppe Ignacio Chiesa (1720-1805)

British Infantry officers on a bluff, with a view of Fort St Philip, Port Mahon, Minorca, beyond
oil on canvas

42 x 55cm (16 9/16 x 21 5/8in).

£6,000-8,000

PROVENANCE :

With Rafael Valls Gallery, London

Private collection, U.K.

This very interesting painting last appeared on the London art market some years ago when it was attributed to the Malta-based landscape painter Alberto Pulicino (1719-circa 1765). Much more convincing is an ascription to the artist responsible for a group of six paintings that were in the collection of Major-General Sir John Ponsonby KCB CMG DSO at Haile Hall in Cumberland, and since donated by his widow to the National Army Museum. They are ascribed to Giuseppe Ignacio Maria Chiesa (1720-89). This series of six paintings portrays members of the 25th Regiment of Foot in Minorca during the period they were stationed there between 1769 and 1775. The paintings belonged, in the 18th century, to Sir John Ponsonby's forebear Lord George Lennox (1737-1805) who was Colonel of the 25th Regiment of Foot from 1762 to 1805 and who, in all likelihood, commissioned the series.

One of the paintings, identified on the frame as 'Lady Johnstone', shows the subject riding a mule near a group of officers standing on a bluff, and the topography of the Fort beyond is almost identical to that of the present work. The treatment of the figures shows a striking similarity, and the composition of several of the Ponsonby series shows exactly the same scale of the figures in relation to the landscape (such as 'Lady Louisa Lennox with her husband's Regiment..and Fort St Philip, Port Mahon, in the background').

Several infantry regiments were garrisoned at Port Mahon between 1769 and 1770, when the Ponsonby series – and therefore the present work – was probably painted: in addition to the 25th were the 3rd, 11th, 13th and 67th. Minorca was a key base for Britain, having been taken in 1708 during the War of Spanish Succession; together with Gibraltar it provided a crucial foothold in the Mediterranean and was to remain a British dependency until 1802 when it was ceded to Spain. The garrison at Port Mahon was necessary to defend British interests on the island, and when this work was painted Britain would still have been smarting from the humiliating events of 1754: French forces under the command of the Duc de Richelieu invaded Minorca, and by the time Admiral Byng arrived with his fleet, French troops had already overrun the island with the exception of the garrison of Fort St Philip. The French squadron overpowered the British fleet in the battle that ensued, (although no ships were lost on either side) and Byng withdrew with his fleet to Gibraltar. His failure to relieve the garrison at Fort St Philip brought about his court martial, and in due course, his execution.

The backdrop to the present work shows the distinctive topography of Fort St Philip with its star bastion formation. The low, thick walls of such forts made an approach from the sea difficult and the slope of the battlements helped to deflect round-shot.

The sloping grassy banks above the angled projections were designed to afford opportunities to shoot at invaders even after they had scaled the walls, reducing their chances of ever reaching the central bastion. The scenic harbour and fort of Port Mahon must have been an obvious backdrop for any artist who was commissioned to portray British officers on the island. Whilst there is no evidence to suggest that the present lot was ever part of the Ponsonby series, it is very likely that it was painted by the same hand and may have been commissioned by one of the officers depicted in the foreground. In all likelihood there would have been a ready market for such pictures among the garrisoned officers, which makes it all the more surprising that so few have ever come to light. It is a most unusual record of a key part of Britain's history in the Mediterranean.





155

155

After W. Simpson

'View of the Town and Harbour of St George's, Grenada W.I.'

hand coloured lithograph, on wove, published 1852 by Ackermann & Co, London, 34.5 x 45cm (13 5/8 x 17 3/4)(l).

Together with a hand coloured lithograph of St. George's Grenada, after Picken and a hand coloured aquatint of St. Johns in Antigua, after Stobwasser. (3)

£600 - 800

€750 - 990



156

156

After Lieut Caddy

Hand coloured aquatint of Kingston, St Vincents from Cane Garden Point

by J. Harris, 20.5 x 29cm (8 x 11 3/8in)(PL).

Together with a hand coloured engraving after Charles Forrest depicting a view of St Lucia and a hand coloured lithograph after H.F. Chechley depicting Kingston Harbour. (3)

£600 - 800

€750 - 990

157 AR

Robert J. MacLeod (20th century)

Barbados

signed 'ROBERT J. MACLEOD' (lower left)

watercolour and gouache

19 x 24.5cm (7 1/2 x 9 5/8in).

£500 - 700

€620 - 870



157



158

158

Colonial School, late 19th Century

A plantation landscape

oil on canvas

48.5 x 69cm (19 1/8 x 27 3/16in).

£1,000 - 1,500

€1,200 - 1,900

It has been suggested that the present lot depicts a view in Jamaica.

159

Follower of Agustin Brunais (Italian, 1730-1796)

The naughty parrot

oil on board, unframed

19 x 14cm (7 1/2 x 5 1/2in).

Together with three similar works by the same hand. (4)

£1,200 - 1,800

€1,500 - 2,200



159



160

160

Edward Lawton Moss (Irish, 1843-1880)

HMS Bulldog shelling the Forts at Cap Haiti
on 9th November 1865 after sinking the rebel
vessel Valdrogue

signed with monogram (lower right)

pen and ink and watercolour with traces of
pencil

18.5 x 31.5cm (7 5/16 x 12 3/8in).

£1,000 - 1,500

€1,200 - 1,900

Moss was a naval surgeon who spent most of his short career and life in foreign seas. A lot of Moss' letters, literature and art were about his first ship 'HMS Bulldog'. Sadly his dramatic life at sea came to a mysterious end when in 1880 his boat 'HMS Atalanta' disappeared without a trace off Bermuda.



161

161

Circle of Admiral Sir George Back (British, 1796-1878)

Shipping off Ascension Island

watercolour and and bodycolour, unframed

16 x 27cm (6 5/16 x 10 5/8in).

£600 - 800

€750 - 990

162

English School, mid 19th Century

Ducking Stool, Bermuda

inscribed and dated 'Ducking stool. Bermuda

June/45' (lower left)

watercolour

11.5 x 17.5cm (4 1/2 x 6 7/8in).

£800 - 1,200

€990 - 1,500



162

An early view of Bermuda, the Ducking Stool exists today on the North Shore (in Pembroke Parish, in which the capital Hamilton lies), recalling the early days of the colony where minor offenders were ducked as punishment. Government house lies just to the south of it and it became the Governor's landing place. The North Shore is a rocky coastline honeycombed into caves and caverns. The viewpoint in this watercolour looks west, on the horizon lies Ireland Island, the Royal Naval dockyard now a heritage site in which there is the Bermuda National Museum. Also shown are Bermuda cedars, which became extinct through a virus in the mid-20th century.



163

163 †
South American School, mid 19th Century
 Collecting the sugar cane
 oil on canvas
 28 x 44.2cm (11 x 17 3/8in).
 £3,000 - 5,000
 €3,700 - 6,200

PROVENANCE:
 With the Parker Gallery, London

164
August Löhrr (German, 1843-1919)
 A family in an ox-drawn cart, Mexico
 signed, inscribed and dated 'August Lohr,
 Mexico 1913' (lower right)

watercolour
 31 x 46.1cm (12 3/16 x 18 1/8in).
 £1,000 - 1,500
 €1,200 - 1,900



164

165
South American School, 19th Century
 Peasant family cooking
 indistinctly inscribed 'De Lovo y de/India
 produce fam...' (lower centre)
 oil on canvas, unframed
 62 x 80cm (24 7/16 x 31 1/2in).
 £500 - 700
 €620 - 870



165



166



167



167

166

Brazilian School, 19th Century

Panorama of Rio

signed and dated 'Souza 1878' (lower left)

oil on canvas

27.5 x 46cm (10 13/16 x 18 1/8in).

£1,200 - 1,800

€1,500 - 2,200

167

Brazilian School, circa 1840

A set of six Brazilian landscapes

'Vista tomada de St. Cherezae'

'Fortaleza de Praya Vermelha'

'Lago do Paco'

'St. Christovao'

'Entrada da Barra do Rio de Janeiro'

'Praya d'Ajuda'

each inscribed with title (to margin),
pen and ink, watercolour and bodycolour with gum arabic highlighting,
unframed

each 11 x 16.6cm (4 5/16 x 6 9/16in) (picture size), (6).

£3,000 - 5,000

€3,700 - 6,200

The present watercolours are copies after Johann Jacob Steinmann
(1800-1844) from his volume 'Souvenirs de Rio de Janeiro dessinés
d'après nature'.



168

168 AR

Romeo V. Tabuena (Filipino, born 1921)

Market stalls, Mexico

signed, inscribed and dated 'TABUENA/
MEXICO-1956' (lower right)

oil on board

52.5 x 85cm (20 11/16 x 33 7/16in).

£1,000 - 1,500

€1,200 - 1,900

169

Miguel Angel Vidal (Argentinian, born
1928)

'Ave Fenix Laberinto'

signed and dated 'M Vidal/'77' (several places
verso) and inscribed with title and 'Serie de los
laberintos topologicos' (upper left verso)

acrylic on canvas

127 x 127cm (50 x 50in).

£1,500 - 2,000

€1,900 - 2,500

PROVENANCE:

With Galeria De Arte Florida, Caracas.



169



170

170

General Walter Fane (British, 1828-1885)

View of Salt Lake City

inscribed with title, artist's name and address on RI exhibition label (attached to the frame verso)

watercolour heightened with white

36 x 68cm (14 1/8 x 26 3/4in).

£2,000 - 3,000

€2,500 - 3,700



171

171

Bertha Katherine Turnor (late 19th Century)

Lone Cottage, Oak Hill, Volusia County, Florida bears inscription on mount 'Lone Cottage Florida/The property of Hatton Turnor. B.K.T. visits there Nov: 1894'

watercolour heightened with white

14 x 22cm (5 1/2 x 8 5/8in).

Framed together with four original albumen photographic prints (behind glass on the reverse), depicting Oak Hill; Hammock during the "Great freeze, 1895"; Nets drying at Oak Hill; and Mosquito Lagoon from Oak Hill.

£800 - 1,200

€990 - 1,500

Bertha Katherine Turnor was the daughter of Hatton Turnor who was granted a large property at Oak Hill in what is now Volusia County, Florida. The extensive property ran from the Indian river to the North, West and South and was filed for record in August 1891.



172

172

R. Brooks (North American, late 19th Century)

Oaklands, Virginia

signed 'R. Brooks', inscribed 'Oaklands Virginia' and dated 'Nov 1884'

watercolour

22 x 28.5cm (8 5/8 x 11 1/4in).

£600 - 800

€750 - 990



173

173

William Aiken Walker (American, 1838-1921)

Cotton pickers

signed 'WAWalker' (lower left), bears an inscription in pencil (verso)

oil on board

21.5 x 29cm (8 7/16 x 11 3/8in).

£5,000 - 7,000

€6,200 - 8,700



174



175

174 †
Thomas (Tom) Keith Roberts, RCA OSA (Canadian, 1909-1998)
 Quebec landscape
 signed 'TOM ROBERTS' (lower left)
 oil on board
 61 x 76cm (24 x 29 7/8in).
 £600 - 800
 €750 - 990

175
Canadian School, 19th Century
 Fishermen by a lake with shipping
 watercolour, unframed
 28.5 x 44cm (11 1/4 x 17 5/16in).
 £500 - 700
 €620 - 870

It is believed that the present lot depicts a view of the Golden Hinde mountain located on Vancouver Island, British Colombia.



176

176

Cyrus Cincinatto Cuneo (American, 1879-1916)

A view in the Rockies

signed 'Cyrus Cuneo' (lower left)

oil on canvas

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

Together with a signed, oil on canvas, study of trees, by the same hand.

(2)

£2,000 - 3,000

€2,500 - 3,700

Cuneo travelled to Canada in the early years of the 20th Century where he was commissioned to paint a series of paintings for the Canadian Pacific Railway.

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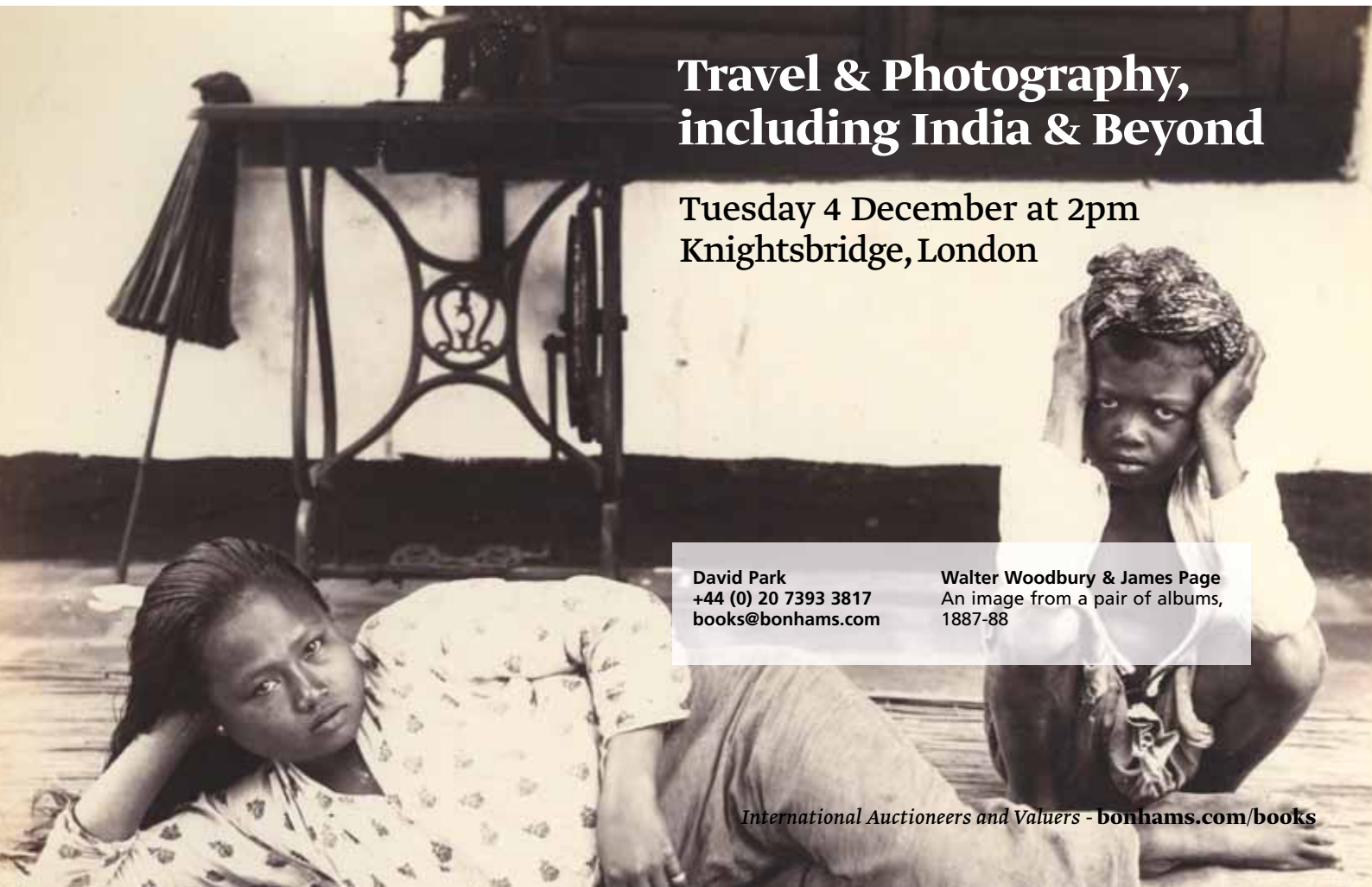
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The Polar Sale II

Tuesday 4 December at 11am
Knightsbridge, London

The sledging flag of Dr. Reginald Koettlitz, Discovery Expedition surgeon, [c.1901].

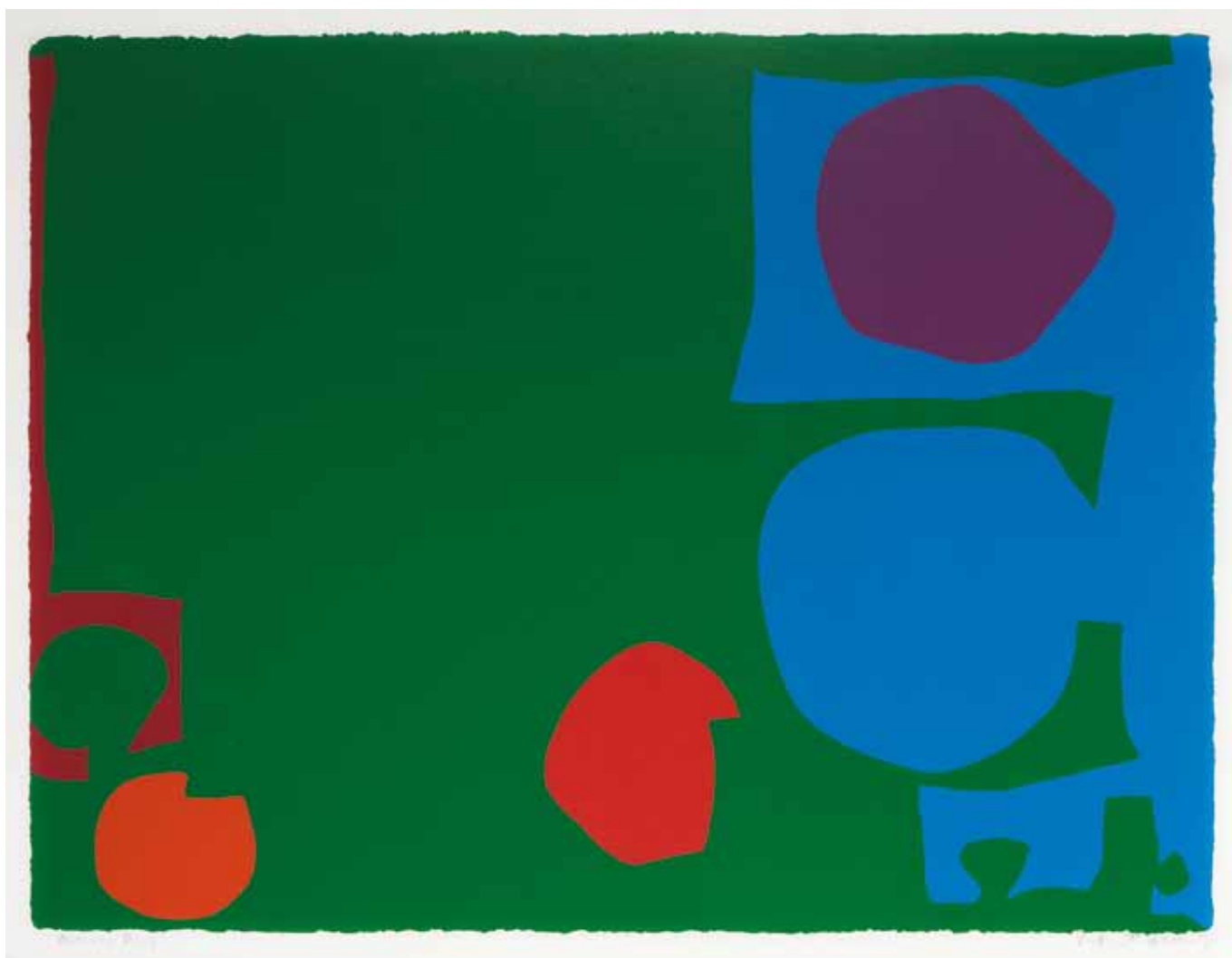


Travel & Photography, including India & Beyond

Tuesday 4 December at 2pm
Knightsbridge, London

David Park
+44 (0) 20 7393 3817
books@bonhams.com

Walter Woodbury & James Page
An image from a pair of albums,
1887-88



Prints

featuring the St Ives School

Wednesday 20 February 2013
Knightsbridge, London
Entries now invited

Closing date for entries
Friday 4 January 2013

+44 (0) 20 7393 3941
michael.jette@bonhams.com

Patrick Heron (British 1920-1999)
Three Reds in Green and Magenta in Blue
Screenprint in colours, 1970, on wove,
signed, dated and inscribed 'Artists Proof'
an artist proof aside from the edition of
100, printed by Kelpra Studios, London,
published by Waddington Galleries,
London, with full margins
595 x 780mm (20 3/8 x 30 3/4in) (SH)
£2,000 - 3,000



The South African Sale

Wednesday 20 March 2013
New Bond Street, London

+44 (0) 20 7468 8213
sapictures@bonhams.com

Vladimir Griegorovich Tretchikoff (1913-2006)
'Chinese Girl'
oil on canvas
Estimate: £300,000 - 500,000

The Marine Sale

Wednesday 24 April 2013 at 2pm
Knightsbridge, London

Closing date for entries
Monday 4 March 2013

+44 20 7393 3962
veronique.scorer@bonhams.com

William Lionel Wyllie
(British, 1851-1931)
Dreadnought and Victory
oil on canvas
£15,000 - 20,000

NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

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. *Lots* can in fact sell for *Hammer Prices* below and above the *Estimate*. Any *Estimate* should not be relied on as an indication of the actual selling price or value of a *Lot*. *Estimates* are in the currency of the *Sale*.

Condition Reports

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

The Seller’s responsibility to you

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

Bonhams’ responsibility to you

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

Bonhams undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or otherwise of any descriptions or opinions given by *Bonhams*, or by any person on *Bonhams*’ behalf, whether in the *Catalogue* or elsewhere. You should not suppose that such examinations, investigations or tests have occurred.

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

No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer’s Agreement*.

Alterations

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

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

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for sale in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the

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

5. BIDDING

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

Bidding in person

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

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

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

Bidding by post or fax

Absentee Bidding Forms can be found in the back of this *Catalogue* and should be completed and sent to the office responsible for the *Sale*. It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a *Lot*, the first bid received takes preference. In any event, all bids should be received at least 24 hours

before the start of the *Sale*. Please check your Absentee Bidding Form carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to *Reserves* and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the *Auctioneer's* bidding increments. New *Bidders* must also provide proof of identity when submitting bids. Failure to do this may result in your bid not being placed.

Bidding via the internet

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

Bidding through an agent

Bids will be accepted as placed on behalf of the person named as the principal on the *Bidding Form* although we may refuse to accept bids from an agent on behalf of a principal and may require written confirmation from the principal confirming the agent's authority to bid. Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact or the identity of his principal) will be jointly and severally liable with the principal to the *Seller* and to *Bonhams* under any contract resulting from the acceptance of a bid. Subject to the above, please let us know if you are acting on behalf of another person when bidding for *Lots* at the *Sale*. Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or Absentee Bidding Form that you have completed. If we do not approve the agency arrangements in writing before the *Sale*, we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

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

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

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

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

25% up to £25,000 of the *hammer price*
20% from £25,001 of the *hammer price*
12% from £500,001 of the *hammer price*

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

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

8. VAT

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

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

- † *VAT* at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω *VAT* on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- *VAT* on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*
- G Gold bullion exempt from *VAT* on the *Hammer Price* and subject to *VAT* at the prevailing rate on the *Buyer's Premium*
- Zero rated for *VAT*, no *VAT* will be added to the *Hammer Price* or the *Buyer's Premium*
- α *Buyers* from within the EU: *VAT* is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*)

Buyers from outside the EU: *VAT* is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a *Buyer*, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise *Bonhams* immediately.

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

9. PAYMENT

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

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

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

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes, coins or travellers cheques in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £5,000, or the equivalent in the currency in which the *Sale* is conducted, at the time when payment is made. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins, notes or travellers cheques;

Sterling travellers cheques: you may pay for *Lots* purchased by you at this *Sale* with travellers cheques, provided the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £5,000. We will need to see your passport if you wish to pay using travellers cheques;

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

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

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

Debit cards: there is no additional charge for purchases made with personal debit cards, issued by a UK bank. Debit cards issued by an overseas bank, deferred and company debit cards and all credit cards will be subject to a 3% surcharge;

Union Pay Cards: Are now accepted at our Knightsbridge and New Bond Street offices, when presented in person by the card holder. These cards are subject to a 3% surcharge.

Credit cards: Visa and Mastercard only. Please note there is a 3% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

10. COLLECTION AND STORAGE

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

11. SHIPPING

Please refer all enquiries to our shipping department on:

Tel: 020 7468 8353/8302 or 020 8222 6443 Fax: 020 7629 9673 Email: shipping@bonhams.com

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by the Museums, Libraries and Archives Council and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the MLA website www.mla.gov.uk or by phoning MLA on 020 7273 8266. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any sale nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

Please be aware that all *Lots* marked with the symbol Y are subject to CITES regulations when exporting these items outside the EU. These regulations may be found at www.ukcites.gov.uk or may be requested from:

DEFRA, Global Wildlife Division
1st Floor, Temple Quay House
2 The Square
BRISTOL BS1 6EB

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. 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 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.

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

Y	Subject to CITES regulations when exporting these items outside the EU, see clause 13
W	Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location
≈	Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US Rubies and jadeite of non-Burmese origin require certification before import into the US
AR	An <i>Additional Premium</i> will be payable to us by the <i>Buyer</i> to cover our expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details
○	<i>The Seller</i> has been guaranteed a minimum price for the <i>Lot</i> , either by <i>Bonhams</i> 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.
▲	<i>Bonhams</i> owns the <i>Lot</i> either wholly or partially or may otherwise have an economic interest.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

UNDER THIS CONTRACT, THE *SELLER'S* LIABILITY IN RESPECT OF THE QUALITY OF *THE LOT*, ITS FITNESS FOR ANY PURPOSE AND ITS CONFORMITY WITH ANY *DESCRIPTION* IS LIMITED. YOU ARE STRONGLY ADVISED TO EXAMINE *THE LOT* FOR YOURSELF AND/OR OBTAIN AN INDEPENDENT EXAMINATION OF IT BEFORE YOU BUY IT.

1 THE CONTRACT

1.1 These terms govern the *Contract for Sale* of the *Lot* by the *Seller* to the *Buyer*.

1.2 The Definitions and Glossary contained in Appendix 3 in the *Catalogue* are incorporated into this *Contract for Sale* and a separate copy can also be provided by *Bonhams* on request. Where words and phrases are used which are in the List of Definitions, they are printed in italics.

1.3 The *Seller* sells the *Lot* as the principal to the *Contract for Sale*, such contract being made between the *Seller* and you through *Bonhams* which acts in the sole capacity as the *Seller's* agent and not as an additional principal. However, if the *Catalogue* states that *Bonhams* sells the *Lot* as principal, or such a statement is made by an announcement by the *Auctioneer*, or by a notice at the *Sale*, or an insert in the *Catalogue*, then *Bonhams* is the *Seller* for the purposes of this agreement.

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

2 SELLER'S UNDERTAKINGS

2.1 The *Seller* undertakes to you that:

2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;

2.1.2 save as disclosed in the Entry for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the seller is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*

2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the sale conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);

2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;

2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the Entry about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

3 DESCRIPTIONS OF THE LOT

3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with that part of the Entry in the *Catalogue* which is not printed in

bold letters, which merely sets out (on the *Seller's* behalf) *Bonhams' opinion* about the *Lot* and which is not part of the *Contractual Description* upon which the *Lot* is sold. Any statement or representation other than that part of the Entry referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.

3.2 Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by or on behalf of the *Seller* including by *Bonhams*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

5.2 Title to the *Lot* remains in and is retained by the *Seller* until the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full to, and received in cleared funds by, *Bonhams*.

6 PAYMENT

6.1 Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*.

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

7 COLLECTION OF THE LOT

7.1 Unless otherwise agreed in writing with you by *Bonhams*, the *Lot* will be released to you or to your order only when *Bonhams* has received

	cleared funds to the amount of the full <i>Purchase Price</i> and all other sums owed by you to the <i>Seller</i> and to <i>Bonhams</i> .		to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.		<i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.
7.2	The <i>Seller</i> is entitled to withhold possession from you of any other <i>Lot</i> he has sold to you at the same or at any other <i>Sale</i> and whether currently in <i>Bonhams'</i> possession or not until payment in full and in cleared funds of the <i>Purchase Price</i> and all other sums due to the <i>Seller</i> and/or <i>Bonhams</i> in respect of the <i>Lot</i> .	8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	10	MISCELLANEOUS
7.3	You will collect and remove the <i>Lot</i> at your own expense from <i>Bonhams'</i> custody and/or control or from the <i>Storage Contractor's</i> custody in accordance with <i>Bonhams'</i> instructions or requirements.			10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .
7.4	You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i> .	8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .
7.5	You will be wholly responsible for any removal, storage or other charges or expenses incurred by the <i>Seller</i> if you do not remove the <i>Lot</i> in accordance with this paragraph 7 and will indemnify the <i>Seller</i> against all charges, costs, including any legal costs and fees, expenses and losses suffered by the <i>Seller</i> by reason of your failure to remove the <i>Lot</i> including any charges due under any <i>Storage Contract</i> . All such sums due to the <i>Seller</i> will be payable on demand.			10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8	FAILURE TO PAY FOR THE LOT	9	THE SELLER'S LIABILITY		
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.		
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
8.1.3	to retain possession of the <i>Lot</i> ;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents. The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.4	to remove and store the <i>Lot</i> at your expense;			10.7	
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;			10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;			10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.9	to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such sale in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the	10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold				

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:

- 3.1.1 the *Purchase Price* for the *Lot*;
- 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders*, and
- 3.1.3 if the *Lot* is marked [AR], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and VAT and any interest earned and/or incurred until payment to the *Seller*.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.
- 4 COLLECTION OF THE LOT**
- 4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us, in cleared funds, everything due to the *Seller* and to us, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a stamped, paid invoice, obtained from our cashier's office.
- 4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the *Sale*.
- 4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.
- 4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
- 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.

4.6	You undertake to comply with the terms of any <i>Storage Contract</i> and in particular to pay the charges (and all costs of moving the <i>Lot</i> into storage) due under any <i>Storage Contract</i> . You acknowledge and agree that you will not be able to collect the <i>Lot</i> from the <i>Storage Contractor's</i> premises until you have paid the <i>Purchase Price</i> , any <i>Expenses</i> and all charges due under the <i>Storage Contract</i> .	7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;		<i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
4.7	You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i> .	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;	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.
4.8	You will be wholly responsible for any removal, storage, or other charges for any <i>Lot</i> not removed in accordance with paragraph 4.2, payable at our current rates, and any <i>Expenses</i> we incur (including any charges due under the <i>Storage Contract</i>), all of which must be paid by you on demand and in any event before any collection of the <i>Lot</i> by you or on your behalf.	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;	9	FORGERIES
5	STORING THE LOT We agree to store the <i>Lot</i> until the earlier of your removal of the <i>Lot</i> or until the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) and, subject to paragraphs 6 and 10, to be responsible as <i>bailee</i> to you for damage to or the loss or destruction of the <i>Lot</i> (notwithstanding that it is not your property before payment of the <i>Purchase Price</i>). If you do not collect the <i>Lot</i> before the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) we may remove the <i>Lot</i> to another location, the details of which will usually be set out in the <i>Notice to Bidders</i> . If you have not paid for the <i>Lot</i> in accordance with paragraph 3, and the <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly to <i>Bonhams'</i> order and we will retain our lien over the <i>Lot</i> until we have been paid in full in accordance with paragraph 3.	7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for 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;	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.
6	RESPONSIBILITY FOR THE LOT	7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	9.2	Paragraph 9 applies only if:
6.1	Only on the payment of the <i>Purchase Price</i> to us will title in the <i>Lot</i> pass to you. However under the <i>Contract for Sale</i> , the risk in the <i>Lot</i> passed to you when it was knocked down to you.	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.	9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and
6.2	You are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i> .	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and
7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	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 <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1.1	to terminate this agreement immediately for your breach of contract;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.2	to retain possession of the <i>Lot</i> ;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/ or	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.2	The discretion referred to in paragraph 8.1:	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
		8.2.1	may be exercised at any time during which we have actual or constructive possession of the	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
				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 <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .

10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:	perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
10.2.1	handling the <i>Lot</i> 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	11.4 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 <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
10.2.2	changes in atmospheric pressure; nor will we be liable for:	
10.2.3	damage to tension stringed musical instruments; or	
10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.	11.5 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.
10.3.1	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , 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.	11.6 References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
		11.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
		11.8 In this agreement "including" means "including, without limitation".
		11.9 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.
10.3.2	Unless you buy the <i>Lot</i> as a <i>Consumer</i> , in any circumstances where we are liable to you in respect of a <i>Lot</i> , 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 <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i>) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	11.10 Reference to a numbered paragraph is to a paragraph of this agreement.
	You may wish to protect yourself against loss by obtaining insurance.	11.11 Save as expressly provided in paragraph 11.12 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.
10.4	Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.	11.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
11	MISCELLANEOUS	12 GOVERNING LAW
11.1	You may not assign either the benefit or burden of this agreement.	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 <i>Sale</i> takes 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. <i>Bonhams</i> has a complaints procedure in place.
11.2	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.	DATA PROTECTION – USE OF YOUR INFORMATION
11.3	If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to	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 <i>website</i> (www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR United Kingdom or by e-mail from info@bonhams.com .

APPENDIX 3

DEFINITIONS and GLOSSARY

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

LIST OF DEFINITIONS

"Additional Premium" a premium, calculated in accordance with the *Notice to Bidders*, to cover *Bonhams' Expenses* relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the *Buyer* to *Bonhams* on any *Lot* marked [AR] which sells for a *Hammer Price* which together with the *Buyer's Premium* (but excluding any VAT) equals or exceeds 1,000 euros (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).

"Auctioneer" the representative of *Bonhams* conducting the *Sale*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the *Sale* had a

value materially less than it would have had if the *Lot* had not been such an imitation, and which is not stated to be such an imitation in any description of the *Lot*. A *Lot* will not be a *Forgery* by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the *Lot*, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the *Lot* as one conforming to the description of the *Lot*.

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

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

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

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

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

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

"New Bond Street" means *Bonhams'* 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*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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Antiquities

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Australian Colonial Furniture and Australiana

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Books, Maps & Manuscripts

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Costume & Textiles

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Ethnographic Art

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Football Sporting Memorabilia

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Furniture & Works of Art

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Golf Sporting Memorabilia

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Irish Art

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Impressionist & Modern Art

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Islamic & Indian Art

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