Bonhams 1793

The Marine Sale

Wednesday 24 April 2013 at 2pm
Knightsbridge, London

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Bonhams
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London SW7 1HH
www.bonhams.com

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Sale Number: 20765

Catalogue: £15

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

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Illustrations
Front cover: Lot 102 (detail)
Back cover: Lot 42
Inside front cover: Lot 98
Inside back cover: Lot 106
Opposite page: Lot 155 (detail)
Before end paper: Lot 30
Index: Lot 137

Please note that this sale will take place at our Knightsbridge Galleries in Montpelier Street

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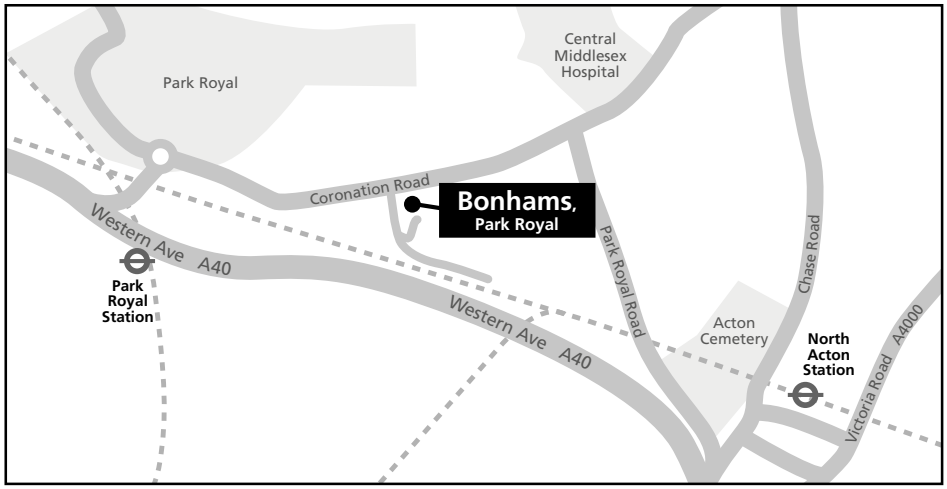

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W These lots will be removed to Bonhams Park Royal after the sale. Please read the sale information page for more details.

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

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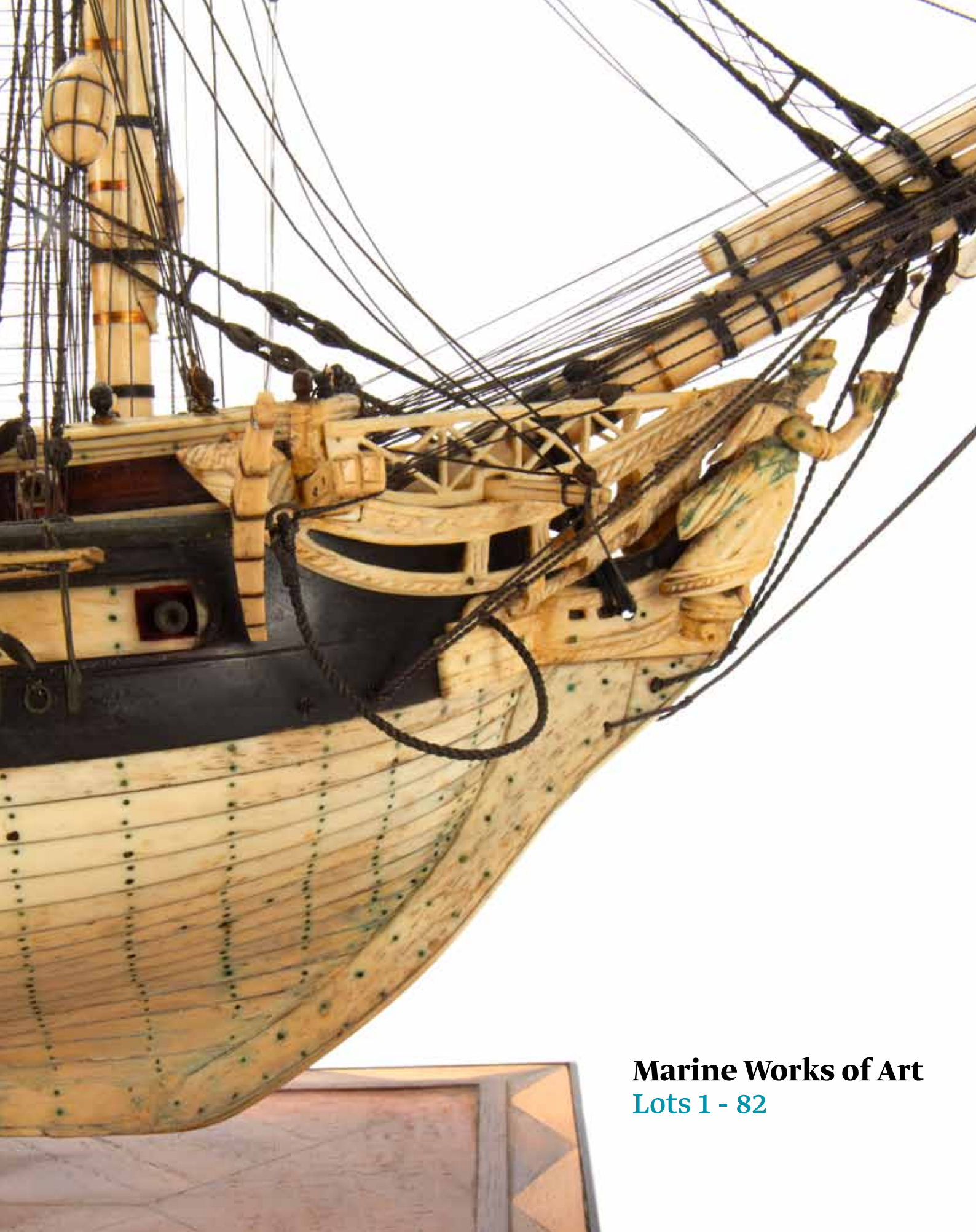


Marine Works of Art

Lots 1 - 82

1

2

3

5

1
An early 19th Century 11ins.(28cm) radius ebony Octant,
by Spencer & Co, London. Reading from -2 to 105 degrees on the ivory scale, the brass index arm fitted with an ivory vernier to 20 seconds. Fitted with pinnule sight, one horizon and three sun shades. In a fitted keystone mahogany case bearing a trade label from RW Cousens, Swansea.
£500 - 700
€580 - 820

2
A mid 19th century 8in.(20cm)radius sextant, by William Cary, London.
Numbered 851 on the arc and reading from -5 to 135 degrees on the platina scale. The index arm with magnifying lens and vernier to 10 seconds. Rosewood handle with ivorine note plate. Fitted with screw adjustment to the horizon mirror, three horizon and four sun shades. In a fitted keystone mahogany carrying case, with sighting tube, telescope and inverting scope.
£500 - 700
€580 - 820

3
A 19th century 8ins.(20cm) radius brass sextant,
by JD Potter, Poultry, London. Reading from -5 to 160 degrees on the silver scale, the index arm with magnifying lens and screen, fitted with a vernier to 10 seconds. The horizon and four sun shades. In a fitted keystone mahogany carrying case, with sight tube, inverting tube and telescope, two dark lenses and adjusting pin. Bearing a trade plate for JD Potter (successor to RB Bate)31 Poultry, London.
Together with,
A two draw, brass telescope. With leather covered tube, the 2ins(5cm) diam. objective fitted with dust cover and sliding sun shade, sliding cover to the eyepiece and rack and pinion adjustment to the first draw. *30ins. (76cm)long*
£500 - 800
€580 - 930

4
A 2ins.(5cm)diam. brass telescope, by D.Luvatte, Preston.
With leather covered tube, and sliding sun shade to the objective and dust cover to eyepiece. *21ins. (53cm)long.*
£150 - 250
€180 - 290

5
An 8ins.(20cm) radius bell frame sextant, by Heath & Co.Ltd. Crayford.
Reading from -5 to 150 degrees on the platina scale, and numbered 229 on the arc. The index arm with "Hezzanith" endless tangent clamp, magnifying lens and vernier to 10 seconds. With three horizon and four sun shades. In a fitted mahogany carrying case with sight tube, inverting tube and star scope and large magnifying lens. Bearing a test certificate from the "Hezzanith" works dated February 1960.
Together with a 2ins.(5cm)diam. marching compass in a leather case. 2
£300 - 500
€350 - 580

6
A mid 19th century eight day Marine Chronometer, by Charles Wieland, London.
The matte silvered dial, 5ins. (13cm)diam, with Roman numerals, inscribed *Charles Wieland, Commercial Road, London* and numbered 11. Blued steel hands and separate seconds and state of wind dials. Fusee movement with detent escapement. On a lockable gimbal mount in a mahogany brass bounbd carrying case, having a separate lid and glazed deck window and bearing a Trade label for D.McGreggor & Co. Liverpool. With a ratchet winding key. *8x8x8ins. (20x20x20cm)*
£3,500 - 5,500
€4,100 - 6,400

This chronometer was formerly owned by Capt.Wood from Portsoy, Banff.

6

7
A two day Marine Chronometer, by John Francis Woods, London.
with 4ins.(10cm)diam. silvered dial and Roman numerals, inscribed *John Francis Woods, Maker to the Admiralty, 2 Primrose Hill Rd. London NW*. Blued steel hands and separate seconds and state of wind dials. Movement with machine finished backplate, fusee and Earnshaw escapement. On locking brass gimbal mount, in a mahogany carrying case with separate deck window and ratchet winding key. *7.5x7.5x8ins. (19x19x20cm)*
£800 - 1,200
€930 - 1,400

7

8
A 19th century two day marine chronometer, by Henry Frodsham, Liverpool.
Matte silver 3.5ins.(9cm)diam. dial with Roman numerals, inscribed *Henry Frodsham Castle Street Liverpool* and numbered 2150. Blued steel hands, with separate seconds and state of wind dials. Gilt movement with chain fusee and maintaining power, and an Earnshaw type detent escapement. In a three tier mahogany carrying case with brass handles and ratchet safety key. *7x7x7ins. (18x18x18cm)*
£3,000 - 4,000
€3,500 - 4,700

Henry Frodsham was known to have worked between 1835-56. He operated from Castle Street, Liverpool, between 1835-41.

8

9
An 8ins.(20cm) radius sextant,
by Henry Hughes & Son, London. Reading from -5 to 140 degrees on the silvered scale, and marked on the arc *Redivided by H.Hughes & Son, 59 Fenchurch St. London* . The index arm with magnifying lens and vernier to 10 seconds. Fitted with three horizon and four sun shades, in a fitted mahogany box with a telescope, sight tube and adjusting pin.
£400 - 600
€470 - 700

10

10
A bronze ship's bell, PS Strathmore 1897.
With infilled lettering and central leaf motif, fitted with a clapper. *13x15ins. (33x38cm)*
£600 - 800
€700 - 930

PS *Strathmore* was built by Russell & Co., Port Glasgow, and launched in 1897 for John Williamson to be used on the Clyde passenger service. In 1908 she was purchased by the Admiralty and renamed HMS *Harlequin* based on the River Medway at Sheerness. In WW1 she served as a minesweeper out of Swansea, and fulfilled a similar role out of Sheerness in WW2. In 1943 she ran aground in the Medway and was a total constructive loss, being broken up two years later.

11
A bronze ship's bell, SS *Calabria* 1922.
With inscribed lettering, including clapper. *9ins. (23cm)diam.*
£500 - 700
€580 - 820

SS *Calabria* a cargo steamship, built by Weser AG, Bremen, and launched in 1922 for Norddeutcher Lloyd as the SS *Werra*. Transferred in 1935 to Lloyd Triestino, Trieste, she was renamed *Calabria*. In 1940 she was seized by the British Ministry of War Transport whilst in dry dock at Calcutta and as she was to be renamed *Empire Inventor* her bell was liberated by Allied Troops.

In December of that year, on her maiden voyage under British flag, she was torpedoed and sunk by U-103 in Galway Bay.

11

12
A late 19th century single draw, leather cased telescope,
In nickel silver, with leather covered body, the eyepiece tube marked "J.B.". With 2.5ins(6.5cm)diam. objective, sliding sun shade and dust cover to eyepiece. Inside a tapered leather case. *25ins.(64cm)long.*
£600 - 800
€700 - 930

Believed to be the former property of an Admiral of the Fleet.

13
A 2ins.(5cm)diam. brass single draw telescope,
by Dollond, London. With painted mahogany tube, dust cap to ojective lens and sliding cover to eyepiece. *26ins.(66cm)long.*
£150 - 250
€180 - 290

14
A mahogany ship's wheel.
Iron bound, with yellow ochre paint finish. *38ins. (97cm)diam.*
£300 - 500
€350 - 580

15
A Mounted Portrait Photograph of Miss Nora Keane, RMS *Titanic* survivor,
in a card folder, blind stamped for Gauvin & Gentzel, Halifax.
3.5x6.5ins. (9x16cm)
£900 - 1,200
€1,100 - 1,400

Nora Agnes Keane (1866-1945) was born in Limerick but had emigrated to Harrisburg, Pennsylvania, where she ran a shop with her brothers. She travelled 2nd Class on the *Titanic*, boarding in Queenstown, Ireland, where she had been visiting her mother. She was rescued in lifeboat 10 and was picked up by the RMS *Carpathia*. She returned to Ireland in later life and is buried in Limerick.

16
A bronze *Carpathia* presentation Medal.
Bearing on the obverse an image of the ship amid icebergs and on the reverse the inscription *Presented to the Captain Officers and Crew of RMS "Carpathia" in recognition of gallant and heroic service From the Survivors of the SS "Titanic" April 15th 1912 Dieges & Clust NY.*
£800 - 1,000
€930 - 1,200

Following the rescue of the *Titanic* survivors, one of the First class passengers, Molly Brown, raised a subscription which awarded medals to the crew of the *Carpathia.* 320 medals were struck, with Captain Rostrom receiving a Gold medal, Silver examples to Officers and Bronze to crew members.

17
An embroidered silkwork picture of RMS *Titanic*
By William C Collings. Depicting the ship approaching the iceberg under a starry sky and inscribed *RMS Titanic Struck iceberg April 14 1912*.
21.7x36ins. (58x92cm)
£600 - 800
€700 - 930

Provenance:
William Collings and thence by direct descent.

William Collings was a Cornish miner who produced this picture based on newspaper illustrations after the event. A highly competent work of art, it is not known if Collings ever produced any other examples of the genre.

18[W]
A cased model of the RMS *Titanic* 1912.
Scratch built model, the hull painted black to the waterline and red below, with twin three, and one four blade propellers. White superstructure with buff funnels. Laid timber decks with detailed fittings; ship's boats, winches, davits. Mounted on brass posts in a varnished timber display case with a painted backdrop. The model 42ins.(107cm) long. *51x13.7x18ins. (130x35x46cm)*
£600 - 800
€700 - 930

19
A large framed photograph of the RMS *Mauretania* leaving the Tyne, 1907.
Matte sepia tone print, with large oak frame. *18x23ins. (46x58.5cm)P*
£500 - 600
€580 - 700

The RMS *Mauretania* was one of a pair commissioned by Cunard to recapture the Blue Ribband of the Atlantic. Laid down in 1904, at Swan, Hunter on the Tyne, she was launched in 1906 and undertook her maiden voyage from Liverpool in November 1907.

15

16

17

18

19

20

20
A George lll gold and enamel mourning ring, Admiral Nelson.
Probably by Salters, Strand, c.1806.
Rectangular head in black enamel with white border, bearing a Viscount's coronet above the initial "N" and a Ducal crown above the initial "B" over the word "Trafalgar". The gold tapered hoop shank engraved on the outside "Palmem Qui Meruit Ferat" (Let him bear the palm of victory who has won it) and on the inside "Lost to his Country 21 Oct 1805 Aged 47".
£6,000 - 8,000
€7,000 - 9,300

PROVENANCE:
By repute from Surgeon Beatty, who attended Nelson on the *Victory*. Acquired by Dr Carlyle of Langholm, Dumfries, from a patient and thence from him to Mr Alex Scott of Arkinholm and then by descent.

Some 58 original recipients are listed for these mourning rings, although slight differences in the style of examples surviving, suggest that more may have been made. Two similar examples are in the National Maritime Museum collection.

21

21
A collection of three South Staffordshire enamel Nelson commemorative patch boxes.
Of oval form with hinged lids and internal mirror, the first with pink base and the lid bearing a Prize of Arms and the inscription *Like Nelson may each Briton be a friend to King and Country*, the second with blue scalloped base and the lid bearing a Prize of Arms and the inscription *Nelson and British gratitude*, the third with pale blue base and the lid depicting Britannia seated with a Lion and bearing a scroll marked "Nelson" with the dedication *Britannia Rules the Waves*. (3)
£500 - 700
€580 - 820

22

22
A large Gold mounted agate seal and chain, Admiral Durham (1763-1845)
Rectangular seal, engraved with the armorials of Admiral Durham, in a foliate and lion's head mount, with mounting ring and 57ins.(145cm) belcher link gold chain.
£1,500 - 2,000
€1,800 - 2,300

Admiral Sir Philip Charles Calderwood Henderson Durham (1763-1845) Born in Fife of a wealthy family, he joined the Navy at the age of 14. He took part in the siege of Gibraltar on board HMS *Victory* and latterly on HMS *Royal George* where he was lucky to escape alive when whilst officer on deck she capsized and sank at Spithead. In 1804, whilst in command of HMS *Defiance* at the Battle of Cape Finisterre he was informally reprimanded for over zealous pursuit of the enemy. He was still in command at Trafalgar, where he fought with distinction, capturing the French *Aigle* and was rewarded by carrying a banner at Nelson's funeral the following year. In later life, after promotion to Admiral he served as MP for Queenborough and Devizes and as Commander in Chief, Portsmouth. He died at Naples of Bronchitis, and is buried in the family vault at Largo, Fife.

23
A collection of relics recovered from the wreck of HMS *Invincible* lost in 1758,
comprising an oak *Saveall* or tub, a wooden double block, two lead musket and a pistol balls with a flint, a small section of oak timber and two round sections of pierced timber with a trenail. (10)
£300 - 500
€350 - 580

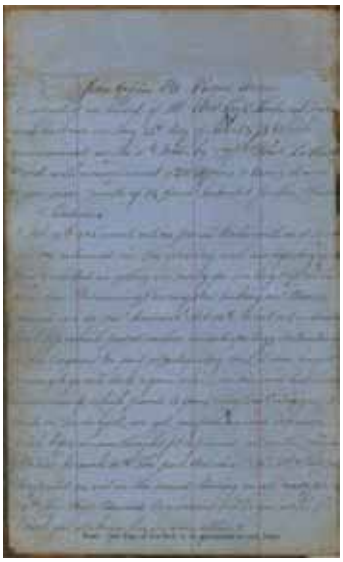
23

The French war ship of the line *L'Invincible* was built at Rochefort. She was captured by the Royal Navy at the Battle of Cape Finistere on May 3rd 1747 and taken into the British fleet, renamed HMS *Invincible*. She served with distinction in the fleet until 1798, when, about to set sail from Portsmouth in support of General Amhurt's expedition to Canada she ran aground on the Horse Tail sandbank and despite all efforts to save her, rolled on her side and was lost.

The wreck was discovered by fishermen in 1979 and was been dived on by a local team, who recovered a large number of artefacts. These were subsequently conserved and offered to the public. The *Saveall* comes with a certificate of authenticity from the HMS Invincible committee.

24

25



26

24
English School, 19th Century
A pair of portraits of Commander John Cornelius Woolward RN (died 1839), Harbourmaster at Ramsgate 1811-1839
oil on canvas, one unframed
each 76 x 64cm (30 x 25 3/16in).(2)
£1,000 - 1,500
€1,200 - 1,800

John Cornelius Woolward was the son of William Woolward, a Sea Captain and was the cousin of Frances Nisbet (nee Woolward), Lady Nelson. He served as a Midshipman on HMS Alexander at the Battle of the Nile in 1798, and at Copenhagen in 1801, where his hearing was seriously damaged. He was commissioned Lieutenant in 1802 and secured the post (possibly because of the Nelson connection) as Harbourmaster at Ramsgate, Kent, in 1811, the year he married Elizabeth Dewshap at Greenwich. He was promoted Commander on his retirement from the Navy in 1832 but remained in post as Harbourmaster until his death in 1836. He is buried in St Lawrence Churchyard at Ramsgate.

25
A plated brass loud hailer, J C Woolward RN, Ramsgate Harbourmaster.
Two stage tube, with shaped mouthpiece and flared trumpet inscribed *John Cornelius Woolward. Commander RN Ramsgate Harbour 1811 to December 1836* 29ins.(74cm)long. Together with a watercolour portrait of John Cornelius Woolward by R Burt, dated Ramsgate 20th August 1836. 11.5x8ins.(29x20cm) (2)
£500 - 700
€580 - 820

26
A Royal Marine's personal logbook, China and East African Stations 1873-1877.
Inscribed by Private John Griffin RM, on board the wooden screw Corvette HMS *Thetis*. Commencing with his joining the newly commissioned vessel at Plymouth, through the Mediterranean to the Suez Canal, then to China via Ceylon. Initially on the China Station, visiting Hong Kong, Singapore, Shanghai and Nagasaki, then in 1874 *Thetis* was transferred to Zanzibar, where she spends the remainder of her cruise in the suppression of the Slave Trade, between Madagasgar, Mozambique , Mauritius and the East African Coast, returning home in January 1877.
77pp, inscribed in a Naval Punishment book. *13x8ins. (33x20cm)*
£500 - 700
€580 - 820

Other than the history revealed in the logbook, nothing more is known of Private Griffiths. A literate and keen observer, the logbook records the daily routine of a British Warship engaged in maintaining the *Pax Britannica* over England's extended Empire. Largely concerned with chasing and boarding Dhows, which were often taken as prizes or condemned, he also records the deaths of unfortunate crew members, incidents during independent small boat cruises and social events.

On returning to England, Griffiths went before a Naval board at Aden and was invalided out, and although he continues home on board *Thetis* he spends three weeks at Haslar hospital in Gosport before finally making his way back to his Regiment.

27

Crimean War. An interesting collection of watercolours and manuscripts, Capt. George Goldsmith (1806-1875)

On board HMS *Sidon*, screw Frigate, in the Mediterranean and the Black Sea. Comprising: a collection of three watercolour sketch books detailing views in the Crimea including Sevastopol and Balaklava, together with two manuscript notebooks by Goldsmith detailing events 1854-55, Captain Goldsmith's letter book on board the *Britannia* 1852 and *Sidon* 1852/56, plus copies of his Naval orders received 1854-55, including the notice of the Declaration of War with Russia and detailed instructions concerning the landing of French troops of the invasion force. Together with another eleven watercolour sketch books from Goldsmith's naval career on the Mediterranean and African coasts, North America and China stations and some domestic scenes covering a period approximately 1828-60. With a manuscript book of amusing writings. (18)

£4,500 - 6,500
€5,300 - 7,600

Provenance: Admiral Goldsmith and family by direct descent.

George Goldsmith, born 24th August 1806 at Upper Deal, Kent. He joined the Royal Navy on 20th June 1821 and was made Lieutenant in 1828, serving in the Mediterranean, Spain and Africa. Moving to the East Indies, he was promoted Commander in 1841 and took part in the 1st Anglo-Chinese War. Raised to Captain in 1842, he served initially in North America and the West Indies, before joining the Mediterranean Fleet and taking part in the Crimean campaign, after which he returned to the UK, becoming Superintendent of the dockyard at Chatham. He was created Companion of the Bath for services in the Crimea and was promoted Vice Admiral in 1867, and Admiral in 1875. He died at Charlton in Kent on 2nd July 1888 and is buried at Woolwich.

HMS *Sidon* was a First class Paddle Frigate, launched at Deptford in 1846. She served in the Mediterranean and Black Sea under Captain Goldsmith during the Crimean War (1854-55). At the beginning of 1854 she blockaded the coast from Kavarna to the Danube and then assisted the French forces during the invasion, before sailing to monitor the Russian Fleet off Odessa. At the end of 1854 she bombarded a column of 12,000 troops and sustained damage from a Russian rocket in return. Sold out of the service, she was broken up in 1864.

28

28
A Seaman's Cap Tally, HMS *Hood* 1941,
recovered from the sea following the sinking. Together with three letters and a photograph from Seaman William Brent.
£800 - 1,200
€930 - 1,400

Provenance:
Recovered by Seaman Bill Brent in a boat from HMS *Icarus* whilst undertaking the search for survivors following the sinking. Brent recovered a cap from the water, but replaced it in the sea after reading a personal letter inside, just retaining the tally.

In May 1941, HMS *Hood* and HMS *Prince of Wales* were dispatched to intercept the German Pocket Battleship *Bismark* which was attempting to reach the Atlantic to attack Allied convoys. On the 24th May in the Battle of the Denmark Strait, HMS *Hood* was hit by the fifth salvo from *Bismark* which caused a catastrophic explosion of the aft magazine, ripping the ship apart and causing it to sink immediately. Only 3 seaman survived the disaster out of a crew of 1418 men.

29

29[W]
An oak and brass bound Royal Navy Rum tub.
With circular plank lid and coopered tapering body, with brass lettering "The Queen God Bless Her", restored. *23x27ins.(59x69cm)*
£500 - 700
€580 - 820

Rum was issued to naval ratings from 1655. Originally taken neat, the ration was one pint per day, taken in two shares, but latterly this was steadily reduced to one eighth of a pint per man taken once. From 1740 the ration was issued diluted with water to the ratings at a ratio of anywhere between 4:1 and 2:1, although Petty Officers continued to receive it neat. By tradition, the allocation of rum for the Ratings was mixed with the water in a copper or brass bound Rum Tub before issue.

The daily tot was abolished on 31 July 1970 (known as *Black Tot Day*). Subsequently, the equipment associated with the Rum issue; jugs, syphons, measures and Tubs, were sold off to members of the Royal Navy.

30

30
A WWII submarine flag, H.M.S. *Trident* 1938,
together with a photograph of the submarine's crew with the flag.
£600 - 800
€700 - 930

Provenance:
By family descent from Seaman Horace George Bennett, who was given it as the youngest member of the crew of H.M.S. *Trident* in 1943, after three years continuous service. He is pictured third row down far right in the photograph.

HMS *Trident* was a "T" Class submarine, built by Cammel Laird & Co. at Birkenhead and launched in 1938. Between 1941-43 she was on Patrol first in the North Sea and Norwegian waters where she was involved in shadowing the infamous PQ17 Convoy. Apart from attacking German merchant vessels, she successfully torpedoed and damaged the pocket battleship *Prinz Eugen*. She was then transferred to the Mediterranean, and based at Malta attacked enemy shipping and engaged on covert operations with the SBS.

After 1943 she went to the Far East and surviving the war, she was broken up in 1946.

The Jolly Roger.

The tradition of flying a pirate flag dates to WW1, when the First Sea Lord, descrying the introduction of submarine warfare, said enemy submarine crews should be hanged as Pirates. The submarine *E9*, after a successful patrol returned to harbour flying a Pirate flag in response. The tradition was revived in WW2, when numerous (but not all) submarines flew home-made Pirate flags decorated with symbols referring to successes on patrol; bars denoting ships sunk (coloured bars for warships), daggers for covert operations, stars for gunnery etc. This flag would be flown when entering port at the end of the patrol.

30

31
A commemorative metal plaque, Destruction of the *Graf Spee* 13th December 1939.
White metal embossed plaque, with banner *13th December 1939 South Atlantic Squadron*, an enamel White Ensign within a life ring and the legend *HMS Ajax, HMS Exeter, HMS Achilles, commemorating the destruction of Graf Spee* on a wooden shield. *6x5ins. (15x13cm)*
£500 - 700
€580 - 820

31

32

32
A Silver topped teak walking cane, SS *Brussels* 1916
with brass ferrule, the silver knob bearing the initials "JP" and inscribed *Made from deck of SS Brussels Captain Fryatt's ship, captured by Germans 23rd June 1916*. The knob hallmarked London 1922. *36ins. (91.5cm)long.*
£500 - 700
€580 - 820

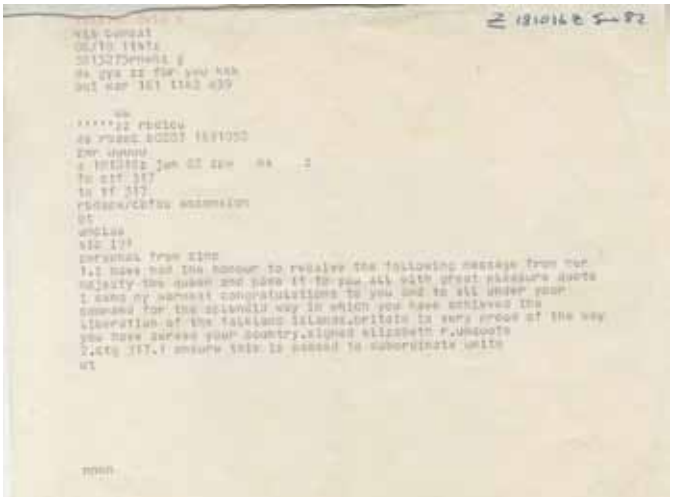
A relic of a notorious incident of WW1.

Provenance:
James Poate, Master Mariner and Trinity House Pilot, friend of Captain Fryatt.

Captain Charles Fryatt (1872-1916) was working for the Great Eastern Railway Company at the start of WW1, operating on the Harwich to Hook of Holland passenger ferry service. Early in March 1916, he had been challenged by a German U boat and was chased 40 miles, only escaping by overfiring the boilers to raise the top speed. Then three weeks later, when in command of the SS *Brussels* he was ordered to heave to by U33, but instead increased speed and tried to ram, forcing the submarine to crash dive. For this heroic action, he was awarded an inscribed Gold watch by the Railway Company. In June, after leaving the Hook of Holland, the ship was intercepted by five German Destroyers and captured, Captain Fryatt and his crew being interned and sent to Berlin. Whilst there, his Gold watch was examined, and as a result of the inscription Captain Fryatt was Court Martialed as a belligerent, and was executed by firing squad, to popular outrage in England.

After the war, his body was exhumed and returned to England where he was given a hero's funeral in St Paul's Cathedral, before burial in Essex.

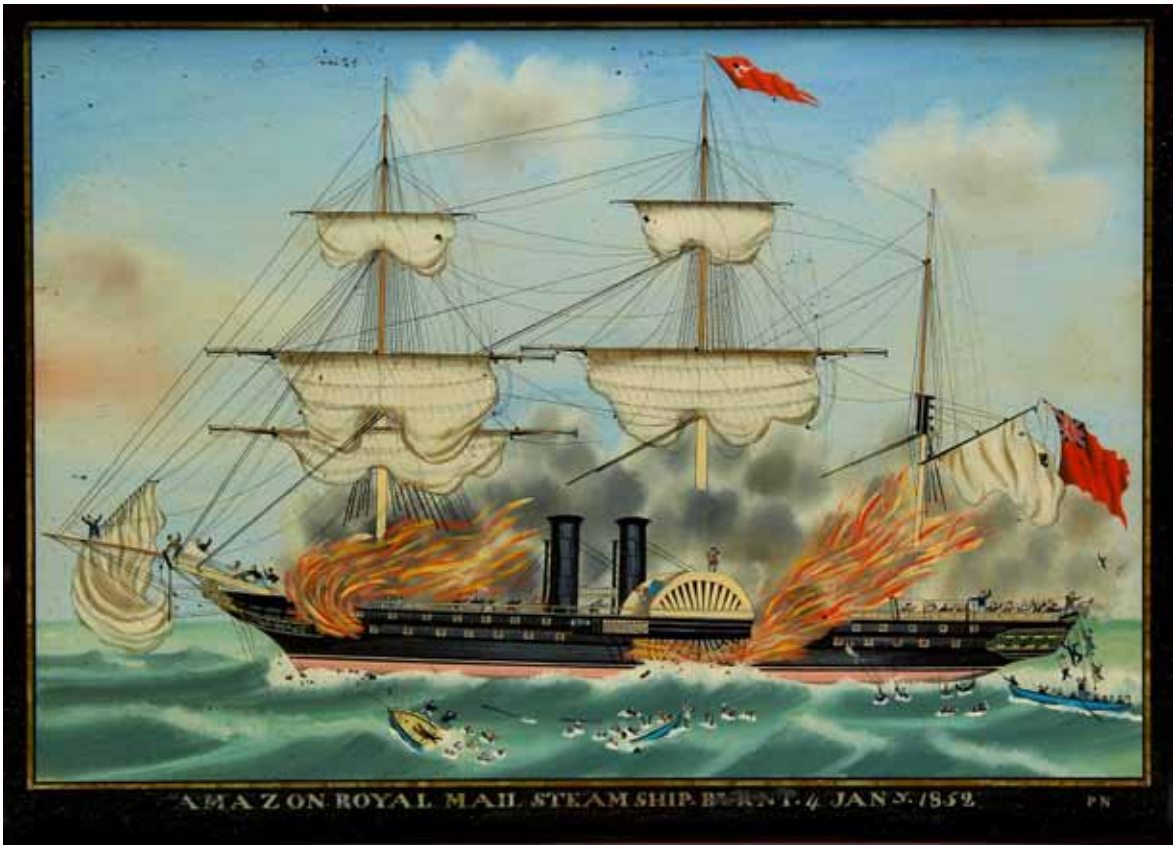
The SS *Brussels* was used as a depot ship at Zeebrugge for the rest of the war, and raised after being scuttled by the Germans, was returned to England in 1920 to be refitted at South Shields. She was then sold into the Irish Sea ferry service until being broken up in 1929.



33

33
A collection of Falklands War documents
comprising: the top copy of the signal sent from CinC to Task Force 317 forwarding the message from HM Queen: *I send my warmest congratulations to you and to all under your command for the splendid way in which you have achieved the Liberation of the Falkland Islands. Britain is very proud of the way you have served your country. signed Elizabeth R*. Together with a copy of the printed letter sent by Rex Hunt to the Islanders, Copies of the Safe Conduct passes dropped to the Argentine Forces to encourage surrender, A British Forces Identity Card and Geneva PoW Convention reprint, a photograph of the original Instrument of Surrender signed on June 14th 1982 and a Naval press photograph of HMS *Antelope* sinking in San Carlos Water.
£500 - 700
€580 - 820

Provenance:
Radio Operator Mark Payne, who served on board HMS *Fearless* and the MV *Norland*.



34

34
Petrus Nefors (Belgian, 1790-1876)
The *Amazon*, Royal Mail Steam Ship, Burnt 4th Jany. 1852
reverse glass painting.
£5,000 - 8,000
€5,800 - 9,300

The loss of the Royal Mail Steam Packet Company's liner *Amazon*, on her maiden voyage, was one of the earliest sizeable disasters of the steamship age and preceded one of the most famous of them all – the sinking of the *Birkenhead* – by a mere eight weeks.

Built on the Thames at Blackwall and launched by Lady Paget on 28th June 1851, *Amazon* cost £100,000 and was, when completed, the largest English-paddler of her day. Registered at 2,256 tons gross and measuring 316 feet in length with a 73 foot beam, she could steam at 12 knots and was designed to carry 100 first class passengers (or 360 troops if required). Ready for sea at the turn of the new year, she left Southampton for the West Indies on Friday 2nd January under the command of Captain Symonds. Aboard were 52 passengers, a crew of 109, £20,000 in specie and coin, together with £5,000 worth of mercury destined for the silver mines of Mexico.

On the first evening out, she was forced to heave-to off Portland Bill due to mechanical overheating problems and these persisted until, at 12.45pm. on 4th January, two serious fires broke out, one in the forward stokehold and the other in the forward boiler casings. Attempts to shut off the engines were thwarted by the flames and, within minutes, the entire amidships portion of the wholly wooden vessel was ablaze. All the while, the ship was bowling along at about 10 knots which, coupled with a rising wind, doomed all attempts to douse the fires and prevent them spreading. With many of the crew trapped below decks in the forward part of the ship, chaos reigned as men struggled to launch the lifeboats, their task made worse by the awesome flames and the fact that the ship was still underway, with her engines continuing to power her along at almost full speed. Despite tremendous difficulties, three lifeboats and a dinghy eventually got away safely and stood by until, in the gathering dusk, *Amazon* sank with her red-hot funnels glowing in the darkness. In all, 58 persons were saved and 104 perished, including all the ship's officers, although the one positive result of the disaster was the widespread recognition that, henceforth, steamships should be built with iron hulls.

Reverse paintings on glass had largely fallen from popularity by the mid-nineteenth century and surviving examples, especially when in good condition, are rare. The most recent example by Petrus Nefors seen in commerce was sold in these rooms on 22nd January 2003 (lot 322, £5,000).

35

36

37

35
A 19th century sailor's double shell valentine.
With polychrome arrangement of shells, and painted paper dividers. The left hand bearing the legend *Home Sweet Home* and the right a sweetheart. In an octagonal mahogany case. *14x14x3ins. (36x36x8cm)*
£800 - 1,200
€930 - 1,400

36
A 19th century sailor's woolwork picture,
depicting the Royal Yacht *Victoria & Albert* in a circular cartouche flanked by British ensigns, Admiralty flag and Royal Standard *19x25ins. (48x64cm*, together with a smaller woolwork picture of a three mast American ship *6.5x11.5ins. (17x29cm)*. (2)
£600 - 800
€700 - 930

37
A Chart of the Island of Jersey,
from the Survey made by Captain Clement Lempriere , published by Laurie & Whittle, 53 Fleet Street. Improved edition 1813. *51 x 71cm (20x28ins.)*
£500 - 700
€580 - 820

37A
Thomas W Lawson
The Lawson History of the America's Cup - A Record of 50 years, *by Winfield Thompson & Thomas W Lawson,* published Boston 1902, limited edition 288/3000. Quarto, 402pp.
£800 - 1,000
€930 - 1,200

38
A 19th century silver lidded Trophy Cup, Rothesay Aquatic Club Annual Regatta 1878
of classic urn form, with chased and engraved foliate decoration. With a cartouche on one side depicting a schooner yacht passing a light ship and on the other the inscription *Rothesay Aquatic club annual Regatta 1878. Prize for 20 ton yachts Cup value 25 guineas. Presented by Commodore Alexr. B Stewart Esq. Ascog Hall. Won by "Irene" owner WF Donaldson*. Fitted with a lid bearing a finial figure of Athena. By Horace Woodward & Co., Hallmarked Birmingham 1878. *18ins. (46cm)high.*
£700 - 900
€820 - 1,100

38

39[W]
A large half block model of the yacht *Lone Leopard*
Black hull and cream below, on a polished mahogany backboard with a painted ship's badge and two Clyde Cruising Club race plaques for the Blue Water Trophy Race: 1970 Royal Cork Yacht Club 250th anniversary and 1974 La Foret-Fouesnant, Brittany. *45x16.5x6ins. (114x42x15cm)*
£600 - 800
€700 - 930

The Clyde Cruising Club, formed in 1909 was originally organised as a refuge for the Cruising Yachtsman in Scotland. However following WW1 racing was contemplated and the annual Blue Water Trophy was instigated in 1933 by W.McKechnie to give members an opportunity to race offshore. Initially, these races took place in the Irish Sea, but in 1972 the fleet travelled overseas for the first time to Norway, and then to Brittany in 1974.

39

40[W]
A half block model of the yacht *Lone Leopard*
Cream hull, with red boot top on a polished mahogany backboard bearing a hallmarked silver plaque inscribed *1972 Inverness Bergen Race Lone Leopard A.D.Stewart from the Crew. 32.5x10.2x4ins. (83x26x10cm)*
£500 - 700
€580 - 820

In 1972 the annual Blue Water Trophy race of the Clyde Cruising Club went overseas for the first time, from Inverness to Bergen to join the Bergen Yacht Club's centenary celebrations. The fleet of 35 who left from Inverness experienced severe force 8-9 gales in the North sea.

40

41[W]
A large half block model of a yacht.
Cream hull with red caveta and boot top, with maroon below. On a polished mahogany backboard. *14x44x5ins. (36x112x13cm)*
£600 - 800
€700 - 930

Believed to represent one of the *Lone Leopard* yachts owned by A.D.Stewart esq. of the Clyde Cruising Club.

41

59 Fenchurch Street premises with the Admiral figure on the left hand wall

Trade advertisement for Hughes showing the Admiral figure on the wall

42[W]
The "Little Admiral" shop figure, ex.Henry Hughes & Son Ltd.
The figure of carved timber, dressed in the uniform of a Naval Officer and depicted taking a sight through a genuine 7in. (18cm) radius brass sextant. On an elliptical wooden base with a gilded rope hawser border. Together with a folder of supporting paperwork, and name plaque. *42ins. (107cm)high.* (3)
£20,000 - 25,000
€23,000 - 29,000

Joseph Hughes, the son of a London clockmaker, set up business in Limehouse as a nautical instrument maker at the turn of the 19th century. But it was his son, Henry Hughes, who established the family business at 59 Fenchurch Street in 1836. From the very beginning, Hughes advertised his premises with a wooden shop figure of a mariner taking a sight, which was originally mounted over the door. Latterly, and possibly to protect him from damage, the figure stood outside the shop on a small wooden binnacle base, donated by the Admiralty. A shop retainer was responsible for daily placing him outside in the morning and putting him away at night. He survived the Zeppelins of WW1, but at the onset of WW2 he was put into store and therefore survived the bombing of 59 Fenchurch Street which destroyed the shop. Following the disaster, Henry Hughes & Son merged with fellow unfortunate neighbours Kelvin, Bottomley and Baird, to form a new company Kelvin, Hughes which operated from the Hughes factory in Essex and the Little Admiral went into retirement with the family, where he has remained to this day.

The tradition of using a scale Naval figure as a shop sign for Nautical Instrument suppliers and Chandlers would appear to date from the first quarter 18th century, at a time when the traditional hanging shop signs were under threat as a danger to the public. By the early 19th century, they were a common sight in Port Cities, including London. The most notable stood originally in Leadenhall Street, outside the premises of Norie & Co. (formerly William Heather) where it had been since the mid 18th century. It was observed by Charles Dickens, who included it in his novel *Dombey & Son* (published 1848) as the sign for the fictional Chandler Solomon Gills, whose shop was called "The Little Midshipman". The sign moved with Norie to the Minories in 1878 and after surviving two World Wars, was donated to the Dickens Museum in London, where it can be seen today. Several examples have appeared at auction, both from the UK, Europe and America, and can be seen in National Museum collections.

42

43[W]
An native inscribed Narwhal tusk.
With a midway decorated band and one spiral flute inscribed from the band to the tip with shamanistic pictograms of hunters, animals and fishing craft. Fitted with a metal shoe to the base. *74ins. (188cm)long.*
£3,000 - 5,000
€3,500 - 5,800

Believed to be the work of Alaskan Eskimos, c. 1880-1900.

44
A fine pair of 19th century Scrimshaw whale's teeth.
With banded decoration at base and tip, each tooth inscribed on one side with a scene of a Victorian lady and gentleman in a garden setting, with foliate border. One the reverse, one tooth is inscribed with an American three mast sailing ship, the other with a pair of sailing ships, both on an engraved sea. *6ins. (15cm)long, each.* (2)
£2,000 - 3,000
€2,300 - 3,500

45[Y]
A scrimshawed whale's tooth, American, dated 1854,
crudely carved and decorated on one face with a brig flying the American stars and stripes flag, the reverse with crude figure of a waistcoated man, lettered *ANNE H. DEAN 1854 JIM CROW for New York 7in (17cm) long*
£1,000 - 1,500
€1,200 - 1,800

Daddy Rice, a white man, was one of the first performers to wear blackface makeup and his character was named "Jim Crow" His Jim Crow song-and-dance routine was an astounding success that took him all across the Eastern United States. He also performed to great acclaim in London and Dublin.

By 1838, the term "Jim Crow" was being used as a collective racial epithet for blacks. The popularity of minstrel shows clearly aided the spread of Jim Crow as a racial slur. This use of the term only lasted half a century. By the end of the 19th century, the words Jim Crow were less likely to be used to derisively describe blacks; instead, the phrase Jim Crow was being used to describe laws and customs which oppressed blacks.

47

46
A pair of engraved Turban shells, commemorating the *Great Eastern*.
The shells engraved and filled with black ink, one with a depiction of the steamship under it's original name, engraved: *Steam Ship "Leviathan" launched 31 Janr 1858*, together with details of her major dimensions, the other entitled *The Great Eastern Steam Ship*. (2)
£400 - 600
€470 - 700

The shell of the Green or Pearly snail, *Turbo Marmoratus*, found in the China Seas and elsewhere in the Pacific. The shell titled *Leviathan* pre-dates the name change. It is recorded that when the *Great Eastern* made her first visit to New York an artist known as Charles Herbert Wood sold engraved shells with the ship's picture from a booth on board. These two examples are unsigned, although some larger examples tend to be inscribed.

47[W]
A large whale's vertebrae,
on metal display stand, the vertebrae *24ins.(61cm) wide*
£300 - 500
€350 - 580

43 (detail)

44 (front)

44 (back)

45 (front)

45 (back)

46

43

48

49

50

51

52

48
A 19th century waterline diorama model of the Barquentine *Lenore*.
Hull of solid timber, painted grey with deck houses and ship's boats. Wooden spars and carved painted sails. Set on a moulded, painted sea, with a painted backdrop and a manuscript label *Made by JB Meredith*. *25.5x13x4.5ins (65x33x11cm)*
£500 - 600
€580 - 700

49
A small 19th century waterline diorama model of a three mast ship.
Hull of varnished timber in contrasting woods, with detailed deck houses and ships boats, wooden spars and cotton rigging. Set on a painted, moulded sea, with a painted backdrop. *20.5x13x6.5ins (52x33x16cm)*
£500 - 600
€580 - 700

50
A naive waterline diorama model of a two mast Topsail Schooner.
Hull of solid timber, painted black, with painted decks. Wooden spars, and carved painted sails. Set on a painted, moulded sea, with a painted backdrop. *19.5x11.5x4.5ins (50x29x11cm)*
£500 - 600
€580 - 700

51
A small 19th century waterline diorama model of the Brigantine *Flirt*.
Hull of solid timber, painted grey, with painted decks including deck houses and boats on davits. Wooden spars and stiffened painted sails. Set on a painted, moulded sea with a painted backdrop. *19.5x11.5x4.5ins (50x29x11cm)*
£500 - 600
€580 - 700

52
A 19th century mariner's waterline diorama model of the ship *Calleroo*
Hull of solid timber, painted black with white gunwale and painted port line, painted decks, wooden spars and painted sails with scale figures. Set on a moulded, coloured sea against a printed backdrop of New York harbour and the Statue of Liberty. In a period mahogany showcase. *31.5x6.5x20.5ins.(81x17x53cm)*
£500 - 700
€580 - 820

53

53[W]
A Museum quality diorama model of the ship *Oder*
Built by Mr Walter Creighton, Hull c. 1869. Hull of solid timber, painted black to the waterline and gold below, with gilded wales and figurehead. Varnished decks and spars, with scale figures. Shown on the ways in a dockyard setting, with a signpost *J Creighton Ship Builders 1808*, including a foundry, sawpit, and carpenter's shop, with various yard workers. In a brass frame mahogany display case. *31x24x15ins. (79x61x38cm)*
£3,000 - 5,000
€3,500 - 5,800

Built by Walter Creighton and his brothers, carpenters and joiners of Hull. No yard of J Creighton, or a full rigged ship named *Oder* are known to have come from Hull, so it must assumed that the scene is an imaginative one.

54[W]
A modern diorama launching model of the Collier *Earl of Pembroke (HMS Endeavour)* **1764.**
The hull of fruitwood, plank on frame, fastened with scale trenails. In part-constructed state, ready for launch, with upper deck beams in place but decking missing. Displayed on a launching cradle and supported by props on an oak slipway, with launching tackle rigged. The shipyard diorama, is complete with ship's fittings, including rudder, galley stove, cannon, gratings, ship's boats, spars and timber stock. In an acrylic display case. *33.5x20x18.5ins (85x51x47cm)*
£700 - 900
€820 - 1,100

54

The collier *Earl of Pembroke* was built by Thomas Fishburn of Whitby and launched in 1764. In 1768 she was purchased by the Royal Navy for conversion to an exploration vessel and under the command of Lt. James Cook set off on a voyage of discovery which took in most parts of the Pacific Ocean. Returning to England in 1771, she became briefly a storeship at the Falkland Islands before being sold out in 1775. She was rehired as a Troopship during the American Revolutionary War and was finally scuttled as a block ship off Rhode Island in 1778.

55

55[W]
A good 19th century sailor-made model of the East Indiaman *Thomas Coutts* 1817.
Hull from solid timber, painted black to the waterline, with painted port line and red wale. Gilded figurehead and decorated trail boards and stern. Varnished decks, with eleven brass cannon on wooden carriages. Other details include anchors, cable and windlass, ship's boats on deck and davits, wheel and binnacle. Wooden spars with detailed running and standing rigging. On a stand. *49x44x19ins. (125x112x48cm)*
£600 - 800
€700 - 930

The East Indiaman *Thomas Coutts* was built by Green's at Blackwall and launched in 1817. A 1200 ton vessel, built to the highest specification, she was chartered by Thomas Coutts the Banker, to the Honourable East India Company for voyages to India and China. In 1826/27 she made a record breaking trip to China via India in 11 months and 12 days. With the loss of the Chinese monopoly in 1833, she was sold to the Merchant Joseph Somes and continued in the China Trade. In 1839 she was instrumental in triggering the 1st Opium War when she sailed into Kowloon harbour and signed a private treaty with the Chinese.

The proportions of the hull and metal ballast keel suggest that this might have originally been intended as a pond model.

56

56[W]
A model of the Nova Scotia schooner *Rambler* 1889
Made by AF Eisnor, nova Scotia, to a scale of 1/8th in. to 1ft. Hull of solid timber, painted black to the waterline and copper below, with white gunwale and rail and painted bow and stern decoration. Varnished timber deck with detailed deck house, windlass, harness casks and companionway. open wheel steering and ships boat at the stern. Wooden spars and detailed rigging. Mounted on crutches in an acrylic display case. *22x10x17ins. (56x25x43cm)*
£500 - 700
€580 - 820

Built in Nova Scotia by H Zwicker in 1889, she was dismasted and abandoned at sea in August 1897.

57

57[W]
A Sailor made waterline model of a three masted ship.
Hull of hollowed timber, painted black with a gilt gunwale. Varnished timber deck with inscribed plank lines and scale fittings, wooden spars with detailed running and standing rigging. Set on a moulded, painted sea, in a period display case. *37.5x23x11ins. (95x59x28cm)*
£500 - 700
€580 - 820

58

58[W]
A Shipwright's Tool Chest and tools.
Heavy painted pine box, with three sets of removable mahogany trays. The upper trays containing files, bradawls, small planes in metal and wood, spanners, spokeshaves, chisels, set squares and sliding bevel, pad and tenon saws, gouges, gauges and plane blades. The lower portion with a set of 25 boxwood profiling planes, hand brace, bow saw, cross cut and rip saws, and three baize tool rolls containing approximately 68 drill, augers and bits. Altogether approximately 500 items. *37x18x19ins. (94x46x49cm)*
£500 - 700
€580 - 820

Formerly the property of Frederick W Giles, jobbing carpenter and shipwright, who worked on the Thames in Essex in the 1930's.

59

60

59[W]
A mirror-backed Builder's half model of the SS *Outwood* 1926.
Made by Hugh Macmillan, Greenock. Hull of solid timber, painted black to the waterline and red below, with painted draft marks and freeing ports and a brass propeller. Painted decks and white superstructure, with detailed anchor, cable and windlass, open bridge with binnacle and wheel, Ship's boats on davits. In a period mahogany display case with a Builder's plaque for John Lewis & Sons Limited, Aberdeen.
£3,000 - 5,000
€3,500 - 5,800

SS *Outwood* was built by John Lewis & Sons, builder of Coasters and Fishing vessels, for Edward Lindley of London, and launched in 1926. She was sold to the Gem Line in 1930 and renamed SS *Girasol*. On April 24th 1940, inward bound to London with a cargo of Limestone, she was in collision with the SS *Dalryan* 2 miles Northeast of Margate and sank.

60[W]
A mirror back half model of the River steamer *Riozinho*.
Hull of solid timber, black to the waterline and maroon below, with a brass propeller. White superstructure, with open galleries and bridge. Detailed rigging, ship's boat and boarding ladder. In a period display case with mirror back and sides. *40x18.5x8.5ins (102x47x22cm)*
£2,000 - 3,000
€2,300 - 3,500

61

62

63

64

61[W]
A waterline model of the Passenger ferry PS *Princess Elizabeth* 1927
Built by J Garven Wood in 1988. Composite hull, painted black to the waterline with decorated paddle boxes. White superstructure with cream decks. Details include passenger benches, ship's boats on davits. Set on a painted, moulded sea in an acrylic case. *25x8x8ins. (64x20x20cm)*
£500 - 700
€580 - 820

Built by Day, Summers of Northam for the Red Funnel Line service between Southampton and the Isle of Wight. Requisitioned as a minesweeper in WW2, she made three trips to the Dunkirk beach head. After the war, she had a brief career as a film prop in the film "The Castaways" before becoming a restaurant ship on the Thames. She is now preserved by the City of Dunkirk.

62[W]
A waterline model of the Passenger ferry PS *Cambria* 1895
Built by J Garven Wood in 1989. Composite hull, painted black to the waterline with decorated paddle boxes and white superstructure. Details include open bridge with wheel and binnacle, passenger benches and ship's boats on davits. Set on a painted, moulded sea in an acrylic case. *37x10x12ins. (94x25x31cm)*
£600 - 800
€700 - 930

Built by H McIntyre, Alloa, for PA Campbell Ltd. to operate in the Bristol Channel. Requisitioned in both wars, she was finally broken up in 1946.

63[W]
A waterline model of the Passenger ferry PS *Bristol Queen* 1946
Built by J Garven Wood in 1987. Composite hull, painted black to the waterline with enclosed paddle boxes and white superstructure with buff decks. Details include open bridge with wheel and binnacle, passenger benches and ship's boats on davits. Set on a painted, moulded sea in an acrylic case. *37x12x12ins. (94x31x31cm)*
£600 - 800
€700 - 930

Built by Charles Hill, Bristol, for P&A Campbell Ltd. Used on their Bristol Channel services, she was fast but expensive to run and suffered mechanical problems after her 1966 refit. The decline of the excursion business resulted in her scrapping in 1968.

64[W]
A waterline model of the Passenger ferry PS *Devonia* 1905
Built by J Garven Wood in 1988. Composite hull, painted grey to the waterline with decorated paddle boxes. Cream decks and white superstructure. Details include open bridge with wheel and binnacle, passenger benches and ship's boats on davits. Set on a painted, moulded sea in an acrylic case. *30.5x9x9ins. (78x24x24cms)*
£600 - 800
€700 - 930

Built by John Brown, Clydebank for the Barry Railway Company and then transferred to P&A Campbell Ltd in 1911 for their Bristol Channel service. Employed as a minesweeper in WW1 before returning to the South Coast, she was again requisitioned in WW2 and took part in the Dunkirk evacuation, but was abandoned and lost on the French Coast.

65

65[W]
A large cased model of the Clyde Passenger steamer *Glen Sannox* **1892**
Hull from hollowed timber, painted black to the waterline and red below, with paddle wheels and rudder adjustable via the aft ventilator. Laid timber decks and decorated paddle boxes, open bridge with thelegraphs, wheel and binnacle. Details include passenger seating, ship's boats on davits. Mounted on crutches in a mahogany display case. The model *62ins.(158cm)long*. *68x28x20ins. (173x71x51cm)*
£3,000 - 5,000
€3,500 - 5,800

PS *Glen Sannox* was built by J&G Thompson of Clydebank for the Glasgow & South Western Railway Company and launched in 1892. Intended to compete with the Caledonian Steam Packet Co. steamers, she was was the largest railway owned passenger steamer in the UK and with a top speed of 19.23 knots, slightly faster than their competitor's *Duke of Hamilton*. Performance came at a cost however and although employed largely in the Arran Is. service, she was requisitioned by the Admiralty in 1915 as a Troop carrier in the Channel. Found to unsuitable for the Channel seas, she was returned North and was transferred to the London Midland & Scottish Railway Co. in 1923 but went to the breakers in 1925.

It is believed that this model was originally conceived for pond use. Three sections of the deck lift off to access the interior, but no power plant is installed.

66

66[W]
A waterline model of the Passenger ferry PS *London Belle* **1893**
Built by J Garven Wood in 1993. Composite hull, painted black to the waterline with decorated paddle boxes. White superstructure with cream decks and inscribed plank lines. Details include open bridge with wheel and binnacle, passenger benches and ship's boats on davits. Set on a painted, moulded sea in an acrylic case. *37x9x10ins. (94x23x25cm)*
£600 - 800
€700 - 930

Built by William Denny & Brothers, Dunbarton, for Belle Steamers Limited, the largest of the Belle fleet. Requisitioned for Naval duties in WW1, she served at Harwich as a minesweeper, before returning to service. Sold to the PMS Syndicate in 1922, she was scrapped at Grays in 1929.

67

68

69

67[W]
A waterline model of the Blue Star cargo liner MV *Almeda Star* 1975
Hull of composite construction, painted grey to the waterline with green painted decks and white superstructure. Detailed winches, cargo cranes, ship's boats on davits. Mounted onto a painted baseboard, in a glazed display case.
46x9x8.5ins. (117x23x22cm)
£1,000 - 1,500
€1,200 - 1,800

MV *Almeda Star* built by Smiths Dock Co.Ltd., Middlesborough and launched in 1975 for the Blue Star Line. Sold for scrapping post 2009.

68[W]
A waterline model of the MV *Port Brisbane* 1949
Hull of composite construction, painted grey with painted, and laid timber decks and white superstructure. Details include winches, cargo derricks, ship's boats on davits. Mounted onto a painted baseboard, in a glazed display case. *51x9x10.5ins. (129.5x23x27cm)*
£1,000 - 1,500
€1,200 - 1,800

Built for the Commonwealth and Dominion Line (Port Line) and launched in 1949. Scrapped 1975.

69[W]
A waterline model of the Cruise Liner *Pacific Princess* 1970.
Composite construction hull, painted white, with green painted and laid timber decks. Details include windlass, liferafts and lifeboats on davits. On a polished baseboard, no case. *47.5x12x15ins. (121x31x38cm)*
£500 - 700
€580 - 820

Built by Nordseewerke, Essen in 1970 and originally named *Sea Venture*. She was sold to P&O Princess Cruises in 1975 and renamed *Pacific Princess* where she became famous for featuring in the TV romantic sitcom 'The Love Boat'. Sold to Turkey for breaking in March 2012.

70[W]

An impressive 19th century Prisoner of War bone model of a 50 gun ship.

Hull of pinned bone planks on a wooden core, with baleen wales, pierced for 50 turned brass cannon on bone carriages. Finely carved figurehead, trail boards, stern and quarter decoration. Laid bone plank decks, with detailed gratings, windlass, belfry, water butts, wheel and binnacle, skylight and companionway. A ship's boat on skids amidships and another slung on davits astern. Bone spars and very finely detailed running and standing rigging. Mounted on crutches on a parquetry baseboard, in glazed display case. The model 30ins. (76cm)long.

£20,000 - 30,000
€23,000 - 35,000

70

70 (bow)

70 (deck detail)

70 (stern)

71

71 (bow)

71 (deck detail)

71
A fine 19th century Prisoner of War bone model of the French Ship of the Line *L'Hercule*
Hull of fine pinned bone planks, with baleen wales and polychrome decoration to figurehead, trail boards, stern and quarter decoration. The hull pierced for 84 turned brass cannon, with painted port lids. Bone decks, with detailed grating, windlass, belfry, butts and binnacle. Bone and wooden spars with finely detailed running and standing rigging and a ship's boat slug between the lower yards. Set on crutches on a straw work base with turned painted posts under glazed case. The model 11.5ins.(29cm)long. *14.5x5.5x12ins. (37x14x31cm)*
£6,000 - 10,000
€7,000 - 12,000

The following models from the Estate of the Late Mike Alsop to be sold without reserve

72

73

74

72[W]
A radio controlled pond model of the Clyde Puffer *Islay*
Built by Mike Alsop. Composite hull, painted black to the waterline and maroon below, with a four blade brass propeller. Green painted and laid timber decks, with brown superstructure. Hatch and superstructure remove to access interior. electric traction motor and servos to steering and motor speed. On a stand. *45x12x29ins. (114x31x74cm)*
£500 - 700
€580 - 820

73[W]
A radio controlled pond model of a Naval Picket boat, c.1900
Built by Mike Alsop. Composite hull, painted navy blue, with a three blade brass propeller and transom hung rudder. Laid timber decks and painted armoured superstructure, the central portion lifting off to access the engine room, fitted with dummy steam engine and boiler concealing electric traction motor and battery space. Servo for steering. On a stand. *42x8.5x14ins. (107x22x36cm)*
£500 - 700
€580 - 820

74[W]
A radio controlled pond model of the Scottish Herring Drifter *Bonnie Girl PD21* **c. 1947**
Built by Mike Alsop in 2009. Composite hull, painted green to the waterline and red below, with a three blade brass propeller. Laid timber decks, with winches and net rollers, green superstructure which lifts to access interior. Electric traction motor, with servos for steering and motor speed. On a stand. *44x12.5x28ins (112x31x71cm)*
£500 - 700
€580 - 820

75

76

77

75[W]
A radio controlled pond model of the Dutch motor Coaster *Hannah*
Built by Mike Alsop. Composite hull, painted grey to the waterline and maroon below, with a four blade, brass propeller. Painted decks and superstructure which lifts off to access interior. Electric traction motor and servos for steering and motor control. Details include davits, winches and removable hatches. On a stand. *50x7x18ins (127x18x46cm)*
£500 - 700
€580 - 820

76[W]
A radio controlled pond model of the Hopper Barge *Clearway* **c.1931**
Built by Mike Alsop. Composite hull, painted maroon, with a four blade brass propeller. Painted laminated timber decks and superstructure with open bridge, which lifts off to access interior. Electric traction motor modelled to represent a four cylinder diesel engine, servo to steering. Other radio controlled features include operating bottom hopper and grab crane on foredeck. On a stand. *49x13x22ins (125x33x56cm)*
£500 - 700
€580 - 820

77[W]
A live steam powered pond model of the Drifter *Ocean Emperor YH172*.
Built by Mike Alsop. Composite hull, painted grey to the waterline and maroon below, with a brass, four blade propeller. Laid timber decks with grey superstructure and brown funnel. Details include net winch, rollers derrick and ship's boat. Superstructure lifts off to access vee twin reciprocating valve steam engine and gas fired boiler, with safety valve and pressure gauge. Servos fitted to steam valve and steering. On a stand. *34x7x20ins (87x18x51cm)*
£600 - 800
€700 - 930

78

79

80

78[W]
A large radio controlled pond model of the Passenger steamer *King George V* **c.1926**
Built by Mike Alsop. Composite hull, painted black to the waterline with brass portholes and boarding doors. Maroon below, with twin four blade brass propellers and bow and stern rudders. White superstructure with varnished timber bridge. Laid timber decks, the aft portion removes for access to interior. Twin electric traction motors, with servos for engine speed and steering. On a stand. *76x9x24ins. (193x23x61cm)*
£700 - 900
€820 - 1,100

79[W]
A radio controlled pond model of the Trawler *Arctic Corsair H320*
Built by Mike Alsop. Composite hull, painted black to the waterline and red below, with a three blade, brass propeller. Laid timber decks and painted laminated timber superstructure, which lifts off to access interior. electric traction motor and servos for steering and motor speed. On a stand.
47x7.5x20ins (120x19x51cm)
£500 - 700
€580 - 820

80[W]
A radio controlled pond model of the Whaler *Star VI*.
Built by Mike Alsop. Composite hull, painted grey to the waterline and dark grey below, with bilge keels and a four blade, brass propeller. Grey superstructure with maroon decks, details including open bridge, windlass and whale gun at bow. Superstructure lifts off to access electric traction motor and servos for engine speed and steering. On a stand.
46x7.5x22ins (117x19x56cm)
£500 - 700
€580 - 820

81

82

81[W]
A large radio controlled pond model of the Diving support vessel *Seaforth Clansman*
Built by Mike Alsop. Composite hull, painted red with twin, shielded four blade brass propellers and bow thruster. Green painted decks and white superstructure which lifts off to access interior. Twin electric traction motors and separate motors for anchor winches, crane hoist and jib, fire pump. Servos for steering and motor control. *84x15x22ins. (213x38x56cm)*
£800 - 1,000
€930 - 1,200

82[W]
A sophisticated radio controlled pond model of the Supply and Fire fighting Tug *Typhoon* **c.1976**
Built by Mike Alsop. Composite hull, painted black to the waterline and maroon below, with twin, shielded, three blade brass propellers and twin rudders, and bow thruster. Painted superstructure which lifts for access to the interior. Twin electric traction motors, with servos for steering and motor control. Additional radio controlled features include anchor winch, towing winch, bow thruster and fire pumps. Additional channels for lighting. On a stand. *37x12x24ins (94x31x61cm)*
£600 - 800
€700 - 930

Marine Paintings

Lots 83 – 165

83

84

83
Charles Edward Dixon (British, 1872-1934)
The Docks
signed and dated 'Charles Dixon/97' (lower left)
watercolour
47 x 32.5cm (18 1/2 x 12 13/16in).
£1,200 - 1,800
€1,400 - 2,100

PROVENANCE:
The artist's family

84
Frank William Scarbrough (British, 1860-1939)
'Eventide, East Coast'; 'Morning, Whitby', a pair
both signed 'F.W.Scarbrough' (lower right) and inscribed as titled (lower left)
watercolour heightened with white
each 34 x 24cm (13 3/8 x 9 7/16in).(2)
£1,500 - 2,000
€1,800 - 2,300

85

86

85
Frank William Scarbrough (British, 1860-1939)
'The Tower Bridge, London'
signed 'F.W.SCARBROUGH' (lower right) and inscribed as titled (lower left)
watercolour heightened with white
23.7 x 34cm (9 5/16 x 13 3/8in).
£1,000 - 1,500
€1,200 - 1,800

86
Frank William Scarbrough (British, 1860-1939)
'Sunset, Blackwell Reach, London'
signed 'F.W.SCARBROUGH' (lower right) and inscribed as titled (lower left)
watercolour heightened with white
24.2 x 33.5cm (9 1/2 x 13 3/16in).
£1,000 - 1,500
€1,200 - 1,800

87

87
William Joy (British, 1803-1867)
A Royal Navy Cutter hove to at the entrance to Portsmouth Harbour, with a Naval Sloop coming out
watercolour
29.5 x 43.5cm (11 5/8 x 17 1/8in).
£1,500 - 2,000
€1,800 - 2,300

88

88
H. Worsley, early 19th Century
Views of Plymouth
including Mount Batten with the Russian fleet, 22 August 1828, Devonport, Plymouth Sound from Mount Wise, the mouth of the Plym, View from Mount Edgecumbe, The Breakwater from under Mount Edgecumbe, St Nicholas Island, Devils Point Battery, Catwater from Oreston, View from Stonehouse Point, Cremill Point, North East view of St John's,
twelve signed 'H.Worsley' (lower left) and variously inscribed with title (lower centre)
all pencil, unframed
all approximately 13 x 18cm (5 1/8 x 7 1/16in).
To be sold with three further unsigned pencil studies attributed to H.Worsley. (15).
£800 - 1,200
€930 - 1,400

89
Richard Henry Nibbs (British, 1816-1893)
A brigantine caught on a lee shore off Shoreham Pier
signed 'R.H.Nibbs' (lower left)
pencil and watercolour
34.5 x 50.5cm (13 9/16 x 19 7/8in).
£2,500 - 3,500
€2,900 - 4,100

89

90
Charles Edward Dixon (British, 1872-1934)
'Below Greenwich'
signed, titled and dated 'Below Greenwich/ Charles Dixon/18' (lower left)
watercolour heightened with bodycolour
24 x 36cm (9 7/16 x 14 3/16in).
£1,500 - 2,000
€1,800 - 2,300

PROVENANCE:
The artist's family

90

91

91
Francis Swaine (British, circa 1715-1782)
Saluting the flagship off Dover; A French man-o'war and other shipping in a heavy swell off Dunkirk, a pair
one signed 'Swaine' (lower left)
oil on copper
each 22.5 x 30cm (8 7/8 x 11 13/16in).(2)
£4,000 - 5,000
€4,700 - 5,800

91

92
Thomas Luny (British, 1759-1837)
St Michael's Mount, Cornwall
signed and dated 'Luny1830' (lower left)
oil on panel
37.8 x 51cm (14 7/8 x 20 1/16in).
£5,000 - 8,000
€5,800 - 9,300

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

92

93
Thomas Luny (British, 1759-1837)
'Smugglers'
signed, dated and inscribed 'Luny 1833/ Smugglers' (on the reverse)
oil on panel
30 x 41cm (11 13/16 x 16 1/8in).
£1,500 - 2,000
€1,800 - 2,300

93

94

94
George Chambers, Snr. (British, 1803-1840)
Shipping off Dover Castle
signed 'G Chambers' (lower left)
oil on canvas
58 x 79cm (22 13/16 x 31 1/8in).
£5,000 - 7,000
€5,800 - 8,200

PROVENANCE:
Captain E.H.Bayly
By descent to the present owner

This is a very attractive painting which has many distinguishing features of Chambers' best work, as may be compared with illustrations in Alan Russett's biography. The setting off Dover was a popular subject for him (vide. view in the Royal Collection), the Dutch 'smalschip' with red-jacketed crewman centre foreground is typical and the handling of the approaching ship under full sail, the sea-state and other elements are characteristic.

We are grateful to Alan Russett for his assistance in cataloguing this lot.

95

95
Attributed to Philip John Ouless
(British, 1817-1885)
A paddle sloop of Her Majesty's Navy under sail and steam entering the Tagus bound for Lisbon
oil on canvas
76.2 x 106.7cm (30 x 42in).
£1,500 - 2,500
€1,800 - 2,900

PROVENANCE:
with N. R. Omell, London
Private collection, Greece

EXHIBITED:
N. R. Omell *Marine Paintings of the Eighteenth, Nineteenth and Twentieth Century*, 9 October - 2 November 1979, no. 25 illustrated in black and white (fully ascribed).

96

96[W]
Samuel Walters (British, 1811-1882)
The sailing ship *Robin Hood*
signed and dated 'S.WALTERS 1857' (lower left)
oil on canvas
82.5 x 128.5cm (32 1/2 x 50 9/16in).
£8,000 - 12,000
€9,300 - 14,000

LITERATURE :
A.S. Davidson, *Samuel Walters - Marine Artist*, Coventry, 1992, p. 155 for another version of this picture illustrated in black and white (collection Merseyside Maritime Museums)

'The British ship *Robin Hood* (1856-64) passing her consort *Friar Tuck* (1857) at sea in heavy weather. Portrayed closehauled with reefed topsails, *Robin Hood* is seen from the less usual windward view, with the tack of the main course temporarily clewed up. *Friar Tuck* runs before the wind under a fine spread of canvas, just having let fly her fore tapgallant sheets; probably observing an oldfashioned form of salutation. Both vessels were built on clipper lines, by Hall of Aberdeen and display the James Beazley house flag of Liverpool. Consistently fast, *Robin Hood* on one occasion covered 364 nautical miles in 24 hours'.

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

97

97*
Philip John Ouless (British, 1817-1885)
A Jersey barque caught in the ice, almost certainly in the Gulf of St. Lawrence
signed with monogram and dated '1876' (lower right)
oil on canvas
46 x 67cm (18 1/8 x 26 3/8in).
£6,000 - 8,000
€7,000 - 9,300

Apparently born on the island of St. Helena and then trained in France, Ouless settled on Jersey early in his career and thereafter spent his life producing a large number of portraits of mainly Jersey-registered ships usually set against Channel Isle backdrops. There were some exceptions to this pattern however, including a small group of works portraying vessels trapped in the winter ice off the coast of eastern Canada. The centuries-old trading connections between Jersey and Canada are now largely forgotten but they were once an important feature of the Atlantic trade triangle between the various nations of Europe, North and South America, and the Caribbean.

Jersey ships, laden with manufactured goods from Britain's industrial heartland, headed for the ports of the Canadian coast and the St. Lawrence River where, having discharged their cargoes, loaded up with salted cod destined for the Caribbean and South America. From there, the ships would then load rum, molasses and tropical fruit for the homeward journey via Spain and Portugal. All in all, it was a highly organised routine which made the fortunes of many a Jerseyman even though the ever-present danger of becoming trapped in the ice sometimes had the most serious of consequences.

Although sadly depicting an unnamed barque, this rare composition undoubtedly records an actual incident and was probably commissioned by an owner anxious to commemorate the miraculous escape of his valuable ship from the clutches of the Canadian pack ice.

98

98*
Philip John Ouless (British, 1817-1885)
The cutter *Eclipse* passing the old lighthouse as she enters St. Helier harbour, Jersey
signed and dated 'P J Ouless/1852' (lower right)
oil on canvas
52.5 x 84cm (20 11/16 x 33 1/16in).
£25,000 - 35,000
€29,000 - 41,000

The *Eclipse*, believed - at 112 tons burden - to be Jersey's largest cutter, was built in F.C. Clarke's Black Rock yard at West Park, St. Helier, and launched on 2nd April 1852. First owned by Thomas de Faye, a prominent Jersey shipowner whose business interests flourished between 1846 and 1885, she traded out of St. Helier to the French coast although her lifespan and eventual fate are so far unrecorded.

99

100

99
William Edward Webb (British, 1862-1903)
'At Boston, Lincolnshire'
signed 'W. Webb' (lower right) and inscribed (on reverse)
oil on canvas
40.5 x 51cm (15 15/16 x 20 1/16in).
£1,200 - 1,800
€1,400 - 2,100

100
William Edward Webb (British, 1862-1903)
'Nr. Ramsey, Isle of Man'
signed 'W. Webb' (lower right) and inscribed (on reverse)
oil on canvas
40.5 x 51cm (15 15/16 x 20 1/16in).
£1,200 - 1,800
€1,400 - 2,100

101

101[AR]
Henry Scott (British, 1911-2005)
"Thirty days out", the clipper *Dawpool*
signed and dated 'Henry Scott 61' (lower right)
oil on canvas
63 x 76cm (24 13/16 x 29 15/16in).
£2,000 - 3,000
€2,300 - 3,500

PROVENANCE:
with MacConnal-Mason, London

The handsome iron three-master *Dawpool* was built for Ismay, Imrie & Co. by Harland & Wolff at Belfast in 1880. Of identical design and dimensions to their *Lord Dufferin* launched the previous year, she was registered at 1,697 tons and measured 263 feet in length with a 38 foot beam. Basil Lubbock wrote unusually fulsomely about the two sisters in the first volume of *The Last of the Windjammers* where he stated that "no more perfect ships were ever built than these Harland & Wolff productions. Besides good carrying power and great seaworthiness, they possessed unusual speed." *Dawpool* certainly did well enough under her first two commanders but it was under Captain Fearon, her third master, that she really came into her own. The best passage she ever made was San Francisco - Liverpool in 99 days in 1890, beating the clipper *Parthenope* by fully 30 days, and on this memorable voyage she was running an average of 163½ miles a day. Although she traded regularly to Calcutta and Melbourne, she normally crossed the Pacific empty in order to load grain at San Francisco for the journey home. The year after her fastest passage, she was returning from San Francisco in 1891 when she was almost wrecked off Cape Horn in appalling weather. Only surviving due to Captain Fearon's superb seamanship, this merely served to confirm her reputation as a lucky ship and so she remained until becoming a casualty of war in 1917. By then in Norwegian ownership and named *Haakon*, she was sunk by a German submarine off Tory Island, Co. Donegal, on 23rd April 1917.

102
John Steven Dews (British, born 1949)
The celebrated engagement during which H.M.S. *Shannon* captured the American frigate *Chesapeake*, 1st June 1813
signed 'J. Steven Dews' (lower left) and inscribed (on stretcher)
oil on canvas
77 x 112cm (30 5/16 x 44 1/8in).
£60,000 - 80,000
€70,000 - 93,000

The second and last conflict fought between Britain and the United States was the result of two factors – the prolonged British blockade of French-occupied Europe which interrupted U.S. trade, and the impressment (into the Royal Navy) of American sailors captured on ships trying to run that blockade. Politicians from the American 'West' were also casting covetous eyes towards the prime land of the Canadian prairies, and when a British frigate stopped and boarded the U.S.S. *Chesapeake* in 1807, the American public's anger boiled over. President Thomas Jefferson noted "Never since the Battle of Lexington [the opening action of the American War of Independence in 1775] have I seen this country in such a state of exasperation as at present, and even that did not produce such unanimity." During the next few years, relations deteriorated further to such an extent that, on 16th June 1812, Congress declared War on Great Britain. The die was now cast and the Royal Navy, already hugely overstretched across the globe, found itself with a new adversary at its back.

The epic fight between H.M.S. *Shannon* and the U.S.S. *Chesapeake* during the so-called 'War of 1812' was one of the most renowned naval encounters of the nineteenth century and arguably the quickest and most decisive frigate action ever fought. Captain Philip Broke, in command of the Shannon, had come upon the *Chesapeake* refitting in Boston Harbour and promptly challenged her to come out and fight. At first the verbal challenge, delivered from a captured U.S. prize's longboat, went unheeded so Broke sent a second boat into the harbour, this time bearing a note for Lawrence which read:-

"As the *Chesapeake* appears now ready for sea, I request you will do me the favour to meet the *Shannon* with her, ship to ship, to try the fortune of our respective flags. The *Shannon* mounts twenty-four guns upon her broadside and one light boat-gun; 18-pounders upon her main deck and 32-pounder carronades upon her quarter-deck and forecastle; and is manned with a complement of 300 men and boys, beside thirty seamen, boys and passengers, who were taken out of recaptured vessels lately. I entreat you, sir, not to imagine that I am urged by mere personal vanity to the wish of meeting the *Chesapeake*, or that I depend only upon your personal ambition for your acceding to this invitation. We have both noble motives. You will feel it as a compliment if I say that the result of our meeting may be the most grateful service I can render to my country; and I doubt not that you, equally confident of success, will feel convinced that it is only by repeated triumphs in even combats that your little navy can now hope to console your country for the loss of that trade it can no longer protect. Favour me with a speedy reply. We are short of provisions and water and cannot stay long here."

It remains unclear if this written challenge was ever read by Lawrence but, whether or not, he brought *Chesapeake* out into the open sea at about noon on 1st June 1813, where, after a furious annihilating action lasting just fifteen minutes, he was forced to surrender. After first firing two devastating broadsides, Broke led his boarding party onto *Chesapeake* but was so badly wounded that he had to relinquish his command. Casualties on both sides were extraordinarily high – 48 Americans, including Captain Lawrence, were killed and 96 wounded whilst *Shannon* suffered only slightly less with 33 dead and 50 wounded. Despite his injuries, Captain Broke survived to be rewarded with a baronetcy and enduring fame, although he never recovered sufficiently to be able to return to active service.

This celebrated duel has provided the inspiration for many artists over the past two centuries although few have captured its essence as well as Steven Dews has done in the work offered here.

103

104

103[AR]
Montague Dawson (British, 1890-1973)
An elegant steam yacht passing a hard-working old two-master in the setting sun
signed 'MDawson' (lower left)
oil on canvas
30.5 x 46cm (12 x 18 1/8in).
£2,000 - 3,000
€2,300 - 3,500

PROVENANCE:
Purchased by the vendor's father probably in the 1920s and thence by family descent
Private collection, UK

This is an unusual early work by Dawson, showing the influence of his teacher, Charles Napier Hemy.

104[W]
Thomas Rose Miles (British, active 1869-1906)
Fishing boats in choppy waters
signed 'T.R.Miles.' (lower left)
oil on canvas
77.5 x 127.5cm (30 1/2 x 50 3/16in).
£2,000 - 3,000
€2,300 - 3,500

105

105
Abraham Hulk (Dutch, 1813-1897)
Sorting the catch
signed 'A.Hulk.' (lower left)
oil on canvas
61.5 x 91.5cm (24 3/16 x 36in).
£7,000 - 9,000
€8,200 - 11,000

106[W]
Charles Napier Hemy, RA RWS (British, 1841-1917)
'Hauling the Trammel Net'
signed with initials and dated 'C.N.H./1892' (lower right), further signed, dated and inscribed with title and the artist's address (on the reverse)
oil on canvas
82.5 x 123cm (32 1/2 x 48 7/16in).
£10,000 - 15,000
€12,000 - 18,000

PROVENANCE:
with The Cooling Galleries, London
Private collection, UK

EXHIBITED:
London, Royal Academy, 1892, p.34, no.989 as 'The Trammel Net'

This atmospheric work by Hemy is another example of the remarkable group of paintings of fishermen at work which he executed during the middle part of his career; others include 'Bargaining for the Catch (1883). 'How we caught the Pilchards' (1885), 'Sennen Cove' and 'The Smelt Net' (both 1886), 'Pulling in the Net' (1888) and, most famous of all, 'Pilchards' (1897).

For further information, see Margaret Powell's *Master of the Sea: Charles Napier Hemy*, R.A., R.W.S., Penzance, 2004.

107

107
Charles Napier Hemy, RA RWS (British, 1841-1917)
H.M.S. *Ganges*
signed and dated 'C.Napier Hemy/1885' (lower right)
oil on card laid to board
49 x 35.5cm (19 5/16 x 14in).
£6,000 - 8,000
€7,000 - 9,300

EXHIBITED:
London, Institute of Oil Painters, December 1885, no. 616

H.M.S. *Ganges* was launched on 10 November 1821 at Bombay Dockyard and constructed from teak. She is notable for being the last sailing ship of the Navy to serve as a flagship,
In the 1860s, the Admiralty decided to set aside five old laid up hulks in different ports around the country and use them as bases at which volunteers aged between 15 and 17 could spend a year being educated for future service in the navy. One of the hulks chosen to be converted into a naval school was the old 84-gun second rate ship of the line H.M.S. *Ganges*. In 1866, she was towed to Mylor near Falmouth by the paddle tug *Gladiator* and was anchored in the Carrick Roads where she remained until 1899, when the declining number of boys joining the *Ganges* led the Admiralty to decide to move her to Harwich.

108

108
Thomas Jacques Somerscales (British, 1842-1927)
In Crooked Reach, Straits of Magellan, 1911
signed and dated 'T Somerscales/1911' (lower right)
oil on canvas
30.5 x 46cm (12 x 18 1/8in).
£6,000 - 8,000
€7,000 - 9,300

PROVENANCE :
with N.R.Omell, Marine Exhibition, 26th October - 27th November 1999, no. 39, illustrated in colour (bought for £13,000 by the present owner)

LITERATURE :
Alex A. Hurst, *Thomas Somerscales, Marine Artist*, Teredo Books, 1988, p. 128, plate 78 (this work).

Alex Hurst suggests the steamer in this painting might be the Pacific Steam Navigation Company's vessel *Orita* (in service 1903-27), one of the regular ships plying the route from Liverpool to Valparaiso and Callao. The author also notes that Crooked Reach is "one of the most scenic of the passages within the Magellan Straits" and one which would have been very familiar to Somerscales as he travelled to and from his homeland.

109[AR]
John Steven Dews (British, born 1949)
Evaluating the Quadrilateral Jib in 1936; *Endeavour I* and *Endeavour II* sparring off the Needles
signed 'J. Stephen Dews' (lower left)
oil on canvas
61 x 91.5cm (24 x 36in).
£30,000 - 50,000
€35,000 - 58,000

After cutting his teeth on *Shamrock V*, the last of Sir Thomas Lipton's boats bought after Lipton's death in 1931, Mr T.O.M. "Tommy" Sopwith then built two successive yachts named *Endeavour* with which to mount his own challenges for the elusive America's Cup. Both were J-class boats designed by Charles Nicholson and each was built in Camper & Nicholson's yard at Gosport. The first *Endeavour*, displacing 143 tons and measuring 129½ feet in length with a 22 foot beam, carried 7,560 square feet of sail and was considered the best J-class boat of her day. During the America's Cup series in September 1934, *Endeavour* was not only skippered by Sopwith himself but she also featured a double-clewed jib designed by her owner. Defeated by the defender *Rainbow* by only the narrowest of margins, *Endeavour* returned home to rightful acclaim and thereafter enjoyed a successful racing career in home waters. Still racing competitively, *Endeavour* is one of the only three surviving J-class yachts and featured prominently in Dews' portrayal of the 1999 Antigua Classic Week Regatta sold in these rooms on 14th September 2004 (lot 115).

Endeavour II, like her predecessor, was designed and built at Camper & Nicholson's Gosport yard for "Tommy" Sopwith's second America's Cup challenge in 1937, the last before the Second World War. Ordered in the autumn of 1935 and completed the following spring, she displaced 163 tons, measured 136 feet in length with a 21½ foot beam and carried 7,543 square feet of sail, fractionally less than her earlier namesake. In the event, as 1936 was a presidential election year, it was decided that an America's Cup series would be inappropriate and thus the contest was postponed until 1937. This gave Sopwith ample time and opportunity to 'fine tune' his new boat – clearly the inspiration for the work offered here – even though, sadly, the U.S. defender Ranger proved superior at the following year's races and she retained the trophy.

110[AR]
John Steven Dews (British, born 1949)
Endeavour (I) leading *Valsheda* off the Needles, 1934
signed 'J. Stephen Dews' (lower left)
oil on canvas
61 x 91.5cm (24 x 36in).
£30,000 - 50,000
€35,000 - 58,000

After cutting his teeth on *Shamrock V*, the last of Sir Thomas Lipton's boats bought after Lipton's death in 1931, Mr T.O.M. "Tommy" Sopwith then built two successive yachts named *Endeavour* with which to mount his own challenges for the elusive America's Cup. Both were J-class boats designed by Charles Nicholson and each was built in Camper & Nicholson's yard at Gosport. The first *Endeavour*, displacing 143 tons and measuring 129½ feet in length with a 22 foot beam, carried 7,560 square feet of sail and was considered the best J-class boat of her day. During the America's Cup series in September 1934, *Endeavour* was not only skippered by Sopwith himself but she also featured a double-clewed jib designed by her owner. Defeated by the defender *Rainbow* by only the narrowest of margins, *Endeavour* returned home to rightful acclaim and thereafter enjoyed a successful racing career in home waters.

Velsheda, another of the legendary J-boats designed by Charles Nicholson and dubbed "the steel-breasted beauty" due to her distinctive metal hull, was built in 1933 for Mr. W.L. Stephenson, the Chairman of Woolworth's (U.K.). An exceptionally handsome centre-board Bermudian cutter registered at 123½ tons gross (113 net and 205 Thames), *Velsheda* measured 127½ feet in length with a 21½ foot beam and seemed assured of success upon completion in the early summer of 1933. Her first outing was at the Harwich Regatta where, disappointingly, she not only failed to make an impression but also broke her boom. Benefiting from a new boom and some radical alterations to her trim however, she was much improved and at the Clyde Regatta the same autumn she scored five 'firsts' to *Britannia's* and *Shamrock's* two each. Going on to Belfast Lough, where she broke her boom a second time, she achieved more success and ended her maiden season with a total of twenty 1st prize flags compared to her nearest rival *Britannia* which could only manage twelve. The next season, King George V's last, brought *Velsheda* further success and she enjoyed an exceptional career until 1939 when she was laid up at the outbreak of the Second World War. Surviving the War, unlike many of her great contemporaries which were destroyed when Camper & Nicholson's Gosport yard was bombed, she was not refitted for racing and, sadly, was eventually consigned to a mudbank on the Hamble River where she languished for a number of years until rescued for restoration in 1983.

Clearly a favourite with Dews, he has painted *Velsheda* on several occasions depicting different events in her long life and another equally splendid portrayal of these two thoroughbreds was sold in these rooms for £68,812 on 5th September 2001 (lot 267).

111

111
Nicholas Matthew Condy (British, 1818-1851)
The Royal William Victualling Office, Stonehouse, Plymouth
oil on panel
29.3 x 40.7cm (11 9/16 x 16in).
£13,000 - 16,000
€15,000 - 19,000

Widely regarded as one of the most important early nineteenth century industrial complexes in the country, the Royal William Victualling Yard at Stonehouse, on the Hamoaze at Plymouth, was designed by the eminent civil engineer John Rennie the younger in 1824-5. With an estimated cost of almost £300,000 for the first phase alone, work began in 1827 after two years had been spent blasting and levelling the site to form a suitably flat area of some fourteen acres. Quite apart from the quays and tidal basin, the complex was enormous and consisted of a brewery, flour mill and bakery, stockyards and slaughterhouse, numerous stores and even five residences for the senior officers in charge. The whole ambitious scheme was finally completed at the end of 1832 and named after the 'Sailor King', William IV, under whose direction, as Duke of Clarence and Lord High Admiral of England, it was begun five years earlier.

112

112
Pieter Cornelis Dommersen (Dutch, 1834-1908)
A squadron of Her Majesty's ships – old and new – lying in Asia Pass, Plymouth Sound, with spectators on The Hoe enjoying the spectacle and with Mount Edgcumbe looming up behind Drake's Island beyond
signed and dated 'P.C.Dommersen.1888-' (lower left) and inscribed 'H.M.S. *Minotaur/Glatton/Galatea* Trinity House/Pembroke/Plymouth' (on the reverse)
oil on panel
39 x 60cm (15 3/8 x 23 5/8in).
£10,000 - 15,000
€12,000 - 18,000

This fascinating melange of ships encapsulates all the extraordinary variations in design which characterised the mid-Victorian Royal Navy. From vessels powered by sail alone through to steamships driven by propellers, the artist has provided prime examples of all four major forms of propulsion which existed during the nineteenth century. Viewed from the left, the individual ships have been identified as follows:

H.M.S. *Minotaur*, one of the unique group of five-masters to serve in the fleet, was built on the Thames, launched in 1863 and completed in 1868 at a staggering cost of £478,855. She and her two sisters were the biggest fighting ships of their day (10,690 tons fully loaded and 400 feet in length), as well as the longest single-screw warships ever built. Throughout her active career, she served as a senior flagship and enjoyed a unique record of pomp and ceremony. Converted into a training ship in 1893, she was finally scrapped in 1922, 61 years after her keel was laid.

H.M.S. *Glatton* was one of three big-gun 'breastwork monitors' designed for coastal defence and ordered in the late 1860s. Built at Chatham, *Glatton* was launched in March 1871 and completed in February 1872. Displacing 4,910 tons, she mounted two massive 12in. 25-ton guns in a single turret and spent her life based at Portsmouth. Her only noteworthy sea service came in 1887 when, during the summer manoeuvres, she was entrusted with the defence of the Thames estuary.

H.M.S. *Enchantress* was an elegant paddler – one of the last batch built for the Royal Navy – which displayed all the hallmarks of her breed - a clipper bow, raked masts and funnels, and a counter stern. Capable of 14.5 knots at full steam, she fulfilled her role as a fast despatch vessel until finally broken up in 1905. Launched, in fact, with the name of *Helicon* in 1865, she was renamed *Enchantress* in April 1888 when her sister of that name was decommissioned prior to scrapping.

The last ship, sadly, remains unidentified although she is clearly a wooden two-decker of some size. She might be an ageing 74-gun third rate surviving from a previous era or, just as easily, a more recent vessel carrying far more guns and converted to screw-power in order to augment her lofty sail plan. Many such ships had telescopic funnels which were lowered when the vessel was neither underway nor in steam.

The artist's choice of these four ships is intriguing to say the least, and it seems possible that the work was commissioned by an officer who had served in all four of them during his career, thus emulating the famous Nicholas Pocock pastiche of all Lord Nelson's flagships in the same anchorage, executed in 1807, and now in the National Maritime Museum's Collection at Greenwich.

113

114

113
William Lionel Wyllie (British, 1851-1931)
S.S. *Vectis* at Christiania
signed 'W.L. Wyllie' and inscribed as titled (lower left)
watercolour
28 x 45.2cm (11 x 17 13/16in).
£1,500 - 2,500
€1,800 - 2,900

The screw steamer *Vectis*, originally named Rome, was built by Cairds of Greenock for P. & O.'s Australian service in 1881 and operated successfully on the same route for over twenty years. Refitted as a cruise liner in 1904 and renamed *Vectis* when ready for sea, she ran on a wide variety of routes, including Scandinavia and the Baltic, until sold to the French government in 1912. The proposal to convert her into a hospital ship did not proceed however, and she was broken up the following year.

Christiania was the former name of Oslo, the capital of Norway.

114
Thomas Bush Hardy (British, 1842-1897)
'London Bridge'
signed, dated and inscribed 'T.B.Hardy. 1841. London Bridge' (lower left)
watercolour heightened with white
20.2 x 69cm (7 15/16 x 27 3/16in).
together with a book on Thomas Bush Hardy by Kirby-Welch and Morton Lee signed by Kirby-Welch
£3,000 - 5,000
€3,500 - 5,800

115

116

115[AR]
Arthur John Trevor Briscoe (British, 1873-1943)
Heavy weather
signed and dated 'A Briscoe/ 30' (lower right)
watercolour with traces of pencil
35.5 x 52cm (14 x 20 1/2in).
£1,200 - 1,800
€1,400 - 2,100

116[AR]
Frank Henry Mason (British, 1875-1965)
'Spinakers full and racing through the gap'; yachts running into the Solent past the Needles (off their starboard beam) and Hurst Castle (port beam)
signed 'FRANK.H MASON' (lower left)
watercolour heightened with white
36.5 x 52.5cm (14 3/8 x 20 11/16in).
£1,000 - 1,500
€1,200 - 1,800

117

117
Henry Scott Tuke, RA, RWS (British, 1858-1929)
A green barque
signed 'H S Tuke' (lower left)
watercolour
29.5 x 44.5cm (11 5/8 x 17 1/2in).
£3,000 - 5,000
€3,500 - 5,800

This is one of hundreds of watercolours Tuke produced of shipping in the harbour over the 43 years he lived in Falmouth from 1886 - 1929. It is of one of his favourite subjects - a green-hulled barque – he often sought out green boats to paint. This barque seems to be flying the Danish flag.

Tuke would row out from the beach below his house at Pennance point into the Carrick Roads where many of the visiting ships to Falmouth would make anchor. He would then paint the boats on the spot whilst afloat. This painting has all the immediacy of a 'plein-air' watercolour and was probably completed in a day.

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

118

118
Henry Scott Tuke, RA, RWS (British, 1858-1929)
'Genoese Shipping'
signed and dated 'H S Tuke 1912' (lower left) and inscribed (on label on the reverse)
watercolour
27 x 38cm (10 5/8 x 14 15/16in).
£3,000 - 4,000
€3,500 - 4,700

EXHIBITED:
London, Royal Watercolour Society, *Summer Exhibition*, 1912, no.93.

This sun-filled impressionist painting is Henry Scott Tuke at his best as a watercolourist. Painted in the Mediterranean port of Genoa, a place Tuke knew really well from his frequent visits, he has captured the multicoloured bows and the brightness of the sun in this dazzling watercolour.
Tuke spent a month in Italy in April - May 1912. When he got there he wrote to his sister Maria complaining that it had changed beyond recognition.
"When I went out first I thought the place was entirely ruined. Lots of the old houses I used to paint are pulled down, and dreadful cement buildings put up in their place. Also huge new dock warehouses and workshops blotting out the picturesque things behind them." (Letter to Maria April 27, 1912, from *Henry Scott Tuke : A Memoir* by Maria Tuke Sainsbury p.148.)

But then once he found a boatman to take him out on the water and get amongst the various sailing craft he was back enjoying himself. " We have been out regularly twice a day, and got a good deal done." (ibid)
He was really looking for the many coloured boats which he used to see but were by then 'scarce'. Tuke also found painting on board a small boat in the harbour more difficult because of the "constant jump" from the little steamers which were taking tourists about the harbour.
Despite all these difficulties, Tuke seems to have overcome them in this work and has used intense blue in the shadows on the boats and the rigging to suggest the intensity of the sun and the reflected light from the azure blue sea and sky. He has also painted the water of the harbour in a very lively but subtle way conveying the silvery metallic quality of the light which is so bright he suggests the glare of its brilliance. This watercolour is listed in Tuke's register of paintings R706.
Tuke was working with watercolour in a very expressive way at this time. His other study of Genoa, 1912 (Falmouth Art Gallery) showing the buildings in more detail in the harbour is in a Turneresque style. His many studies of Genoa made between 1905 and 1913 culminated in a large oil painting of the harbour which was exhibited at the Royal Academy in 1913 and is now in Bristol Museum and Art Gallery's collection.

Reference: *Henry Scott Tuke: A Memoir*, Maria Tuke Sainsbury, Secker, 1933

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

119

119
Henry Scott Tuke, RA, RWS (British, 1858-1929)
Danish brigantine
signed and dated 'H.S.Tuke 1888' (lower left)
oil on panel
36 x 26.5cm (14 3/16 x 10 7/16in).
£4,000 - 6,000
€4,700 - 7,000

EXHIBITED:
London, Royal Society of British Artists, 1888, no. 462 (9 guineas)

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

120

120[AR]
Montague Dawson (British, 1890-1973)
Homeward bound
signed 'Montague. Dawson.' (lower left)
oil on canvas
49 x 64cm (19 5/16 x 25 3/16in).
£20,000 - 30,000
€23,000 - 35,000

PROVENANCE:
with Frost & Reed
with E. Stacy-Marks Ltd.

Although sadly depicting an unnamed vessel, this sparkling work by Montague Dawson bears all the characteristic hallmarks of the artist. His fascination with the beauty of the great commercial sailing ships of the second half of the nineteenth century is all too evident as this thoroughbred takes full advantage of the fresh breeze, with her stun'sails set so as not to waste a single breath of wind, as she clips through the swell. One senses she must be racing for home rather than outward-bound as her hull sits low in the water, suggesting she is deep-laden, but Dawson gives no clue as to either her cargo or intended destination and there is no distant coastline to indicate her position. Her lines and sail-plan suggest she is one of those classic clipper ships of the mid-century, perhaps engaged in the exotic China Tea trade, but there were many other lucrative forms of employment for these 'ocean greyhounds' long after they had lost their supremacy on the Far East routes to steamships. Whatever her role however, she is clearly a racer and the feeling of speed and strength she radiates is almost palpable.

121

121
Chinese School, 19th Century
The tea clipper *Elizabeth Nicholson* of Dumfries approaching Hong Kong
oil on canvas
45 x 60cm (17 11/16 x 23 5/8in).
£1,000 - 1,500
€1,200 - 1,800

Built of wood by John Nicholson & Co. at Annan on the Solway Firth in 1863, the *Elizabeth Nicholson* was registered at 904 tons gross (& net) and measured 192.5 feet in length with a 32.5 foot beam. Owned by her builders, she enjoyed a surprisingly long life although only had a relatively short career in the China tea trade for which she had been designed. Her maiden passage home, Shanghai to Liverpool, in 1864 under Captain Ewart, was a disappointing 128 days but he was soon replaced and his successor, Captain Crosbie, did far better, bringing her home from Shanghai to London in the winter of 1866-67 in an excellent 106 days. The following year was even better and her time of 92 days, Foochow to London, was not only the fastest of the season, but also one of the best ever recorded for the run.

For the next four seasons, she took her tea cargoes into New York, after which her owners transferred her into the Calcutta trade where she remained until 1888 when she was sold to new London owners. Four years later she was resold to Chilean owners who renamed her *Elisa*. Sold back into British registry in 1899, her new Shanghai owners gave her back her original name and she remained at sea until 1913 when she was hulked. It is recorded that she was still afloat in Shanghai harbour as late as the mid-1920s although her final fate is unknown.

122*
Antonio Nicolo Gasparo Jacobsen (American, 1850-1921)
The Wilson Line steamer *Galileo* at sea, outward bound for New York
oil on canvas
56 x 91.5cm (22 1/16 x 36in).
unframed
£3,000 - 5,000
€3,500 - 5,800

122

Built by Earle's Company Ltd. at Hull and launched on 26th April 1881, *Galileo* was ordered by the Hull-based Wilson Line for its principal North Atlantic service to New York via Boston. Registered at 2,990 tons gross (1,963 net) and measuring 350 feet in length with a 41 foot beam, she was rigged as a screw brig and could make 12 knots at full steam. Primarily a cargo carrier, she also had limited passenger accommodation which proved popular with travellers, not only those from the hinterland of her home port but also by eastern European refugees who had taken the North Sea ferries to Hull as their embarkation point for life in the new world. After twenty years of reliable service, she was laid up pending sale after arriving in New York in September 1901 and eventually scrapped at Genoa.

Harold Sniffen's *Antonio Jacobsen – The Checklist* notes two portraits of this vessel in oils, both 22 x 36ins., one of which is unsigned and probably the work offered here.

123
Antonio Nicolo Gasparo Jacobsen (American, 1850-1921)
The White Star liner *Oceanic II* at sea
signed,dated and inscribed 'ANTONIO JACOBSEN 1907/ WESTHOBOKEN N.J.' (lower right)
oil on board
30.5 x 55.5cm (12 x 21 7/8in).
£1,000 - 1,500
€1,200 - 1,800

123

The White Star Line inaugurated its North Atlantic passenger service in 1871 with a luxurious new steamer named *Oceanic* and, by the time she was retired in 1896, the contract to build her replacement had already gone to Harland & Wolff at Belfast where the new flagship was laid down in 1898. Launched on 14th January 1899, she was completed that August and cost a staggering £750,000. Registered at 17,274 tons gross (6,996 net) and measuring 705 feet in length with a 68 foot beam, she had accommodation for 410 first and 300 second class passengers and splendid public rooms as befitted White Star's reputation for luxury over speed. Nevertheless, she could still make 19½ knots at full steam and, although not a record-breaker, proved a worthy addition to the company's fleet.

Leaving her builders' yard on 26th August (1899), she was thrown open to the Press when she arrived at Liverpool and sailed on her maiden voyage, bound for New York, on 6th September. After eight years during which, despite a few minor mishaps, she rendered her owners excellent service, her home port changed to Southampton (in 1907) and remained thus until the summer of 1914. Almost as soon as War was declared on 4th August, *Oceanic* was commissioned as an Armed Merchant Cruiser and was posted to the 10th Cruiser Squadron to help maintain the 'Northern Patrol'. Sadly, before ever she had "fired a shot in anger", she ran aground off Foula Island, in the Shetlands, on 8th September and was eventually pronounced a total loss despite valiant attempts to save her over several weeks. In March 1924, at which time most of her still remained intact, she was gradually cut down to water level for salvage, and the last remnants of her hull were finally removed in the late 1970s.

124[W]
John Christian Schetky (British, 1778-1874)
The frigate H.M.S. *Pique* successfully being refloated off Labrador, 23rd October 1835
oil on canvas
113 x 182.5cm (44 1/2 x 71 7/8in).
£25,000 - 35,000
€29,000 - 41,000

PROVENANCE:
with Ackermann & Johnson Ltd., 1998
Private collection, UK

EXHIBITED:
London, Royal Academy, 1836, no. 414, as "H.M.S. *Pique* at the interesting moment of her coming off the rocks on the Coast of Labrador, October 23, 1835"

H.M.S. *Pique* was the nameship of a small class of five frigates (Fifth Rates) ordered in 1833 to a design by Sir William Symonds. Laid down at Plymouth in July 1833, she was launched on 21st July 1834 by Miss Ross, the daughter of the Captain Superintendent of the Dockyard, and was completed for sea by the end of the year. Measured at 1,633 tons, she was 160 feet in length with a 49 foot beam and carried an armament of 36-32pdrs. After a brief spell blockading Santander, during the so-called 'Carlist Wars' in Spain, she then sailed a series of trials [against two other naval vessels] before being fitted out to convey the new Governor-General (Lord Gosford) to Canada and to bring home his predecessor Lord Aylmer. Leaving Quebec on 17th September 1835, she ran aground in thick fog off the Labrador coast on the evening of 22nd October but was successfully floated off the next morning and continued her eastward Atlantic passage despite serious damage. It was a notable feat to bring her home safely and one which gave her quite a reputation. Thereafter serving off Northern Spain and then at the bombardment of Acre in 1840, she was nearly lost a second time as the result of storm damage in the eastern Mediterranean. After seeing action during the Crimean War off the Russian Pacific coast, she was laid up from 1859 until 1871 when she became an isolation hospital at Plymouth. Retaining this role until early in the twentieth century, she was finally sold for breaking in 1910.

125

125
William Edward Webb (British, 1862-1903)
'The Castle at Holy Island, Northumberland Coast'
signed 'W. Webb' (lower left) and inscribed as titled (on the reverse)
oil on canvas
51 x 41cm (20 1/16 x 16 1/8in).
£1,000 - 1,500
€1,200 - 1,800

126

126
William Thornley (British, 1857-1898)
The turning tide
signed 'W Thornley' (lower left)
oil on panel
25.5 x 20cm (10 1/16 x 7 7/8in).
unframed
£800 - 1,200
€930 - 1,400

127
Antonio Nicolo Gasparo Jacobsen (American, 1850-1921)
The fruit carriers *Ethelred* and *Ethelwold* at sea, a pair
both signed and dated, one 'A.Jacobsen 1890', the other 'A.Jacobsen 1891' (lower right)
oil on canvas
each 51 x 41cm (20 1/16 x 16 1/8in).(2)
£3,000 - 5,000
€3,500 - 5,800

This unusual pair of portrait format ship paintings depicts two steamers which spent their entire working lives in the international fruit trade. Essentially identical 'sisters' in appearance if not in size, both were ordered by the Macgregor Steamship Company but were laid down in different shipyards. *Ethelred* was built by McKnights at Ayr, registered at 894 tons gross (531 net) and measured 205 feet in length with a 28 foot beam. *Ethelwold* was slightly larger at 956 tons gross (533 net), measured 208 feet in length and had the same beam as her sister.

When both steamers were ready for sea in 1890 and 1891 respectively, their managers – Colvils, Lowden & Co. – chartered them to the United Fruit Company of New Jersey and they were employed on that company's most lucrative run bringing bananas up from Jamaica into Boston and thence for distribution up and down the eastern seaboard of the United States. After relatively short careers, *Ethelred* was wrecked on the north coast of Jamaica on 21st November 1901 and declared a total loss, whilst *Ethelwold* ended her days in the breakers' yard in 1912.

127

127

128

128
Richard Brydges Beechey (British, 1808-1895)
A view across the Hamoaze towards the covered slips and buildings of the naval dockyard at Devonport
signed 'R Beechey' (conjoined, lower right)
oil on canvas
64.2 x 91.5cm (25 1/4 x 36in).
£5,000 - 8,000
€5,800 - 9,300

This attractive panorama, executed from the western shore of the Hamoaze near Torpoint, shows the burgeoning industrial complex at Devonport dockyard which the introduction of steam-powered warships brought about in the mid-nineteenth century. The pair of large chimneys on the extreme left denote the new steam yard near Keyham Point, begun in 1844 and opened in 1853, next to which are the distinctively-shaped 'covered slips' beneath which ships could be built whilst sheltered from the weather. Less prominent, off the bows of the three-decker anchored out in the roadstead, are the sprawling buildings of the Royal William Victualling Yard, begun in 1827 and completed in 1832, whilst above the same vessel's stern are the dockyard's defensive fortifications atop Mount Wise. The final landmark to be noted is the obelisk on the grassy hill, above Devil's Point on Mount Edgcumbe, just to the right of centre of this highly detailed and accomplished work.

129

129*
Philip John Ouless (British, 1817-1885)
The wreck of the Channel Islands' packet steamer *Express*
in St. Brelade's Bay, Jersey, 20th September 1859
oil on canvas
28 x 40.5cm (11 x 15 15/16in).
£4,000 - 6,000
€4,700 - 7,000

PROVENANCE:
with N.R. Omell, London
Sale, Christie's London, 13th November 1992, lot 174, sold £8,000

Built on the Thames at Blackwall By Ditchburn & Mare and completed in June 1847 for the New South Western Steam Navigation Company, Express was registered at 255 tons gross (155 net) and measured 159 feet in length with a 22 foot beam. She began her short-lived career, in fact, on the Southampton to Le Havre route and even 'made the headlines' the following year when, on 2nd March, she brought the fleeing French King Louis-Philippe into Newhaven to begin his exile. Transferred onto Jersey services in May 1848, she later inaugurated the new Weymouth to Jersey run in April 1857. On 20th September 1859, when homeward bound from St. Helier, via St. Peter Port, her temporary master, Captain Mabb, took the risky inshore passage off Corbière where she struck some submerged rocks known as Les Boiteaux. Making water fast, her captain ran her into shallow water in St. Brelade's Bay although not before two passengers had already panicked, jumped overboard and been drowned. Apart from them, all other 108 persons aboard were saved, along with three valuable racehorses en route to Guernsey to race the following day.

The artist in the left foreground shown painting the incident 'from life' is said to be Ouless although it is not certain whether he attended the scene.

130

130[W]
John Thomas Serres (British, 1759-1825)
Vessel entering Livorno (Leghorn) harbour
signed and dated '1800/SERRES' (lower right) and inscribed 'Livorno' (lower left)
oil on canvas
91.5 x 126cm (36 x 49 5/8in).
£5,000 - 7,000
€5,800 - 8,200

LITERATURE:
Alan Russett, *John Thomas Serres*, Lymington, 2010, pages 55-58. See also page 58, colour plate 3.15 for a similar example (sold in these rooms, 28th February 2006, 18 x 24in, lot 81, £10,500).

We are grateful to Alan Russett for his assistance in cataloguing this lot.

131

131[W]
John Jenkinson (British, active 1780-1820)
A three-masted armed merchantman, possibly a privateer, heaving-to in the Mersey to take on a pilot
signed and dated 'J. Jenkinson 1810' (lower right)
oil on canvas
86.3 x 121.3cm (34 x 47 3/4in).
£7,000 - 9,000
€8,200 - 11,000

First seen publicly only relatively recently, this work by the Liverpool painter John Jenkinson is both an exciting discovery as well as a worthy addition to this rare artist's very limited oeuvre. Markedly similar to his portrait of the 26-gun privateer illustrated in A.S. Davidson's *Marine Art & Liverpool*, 1986, p.27b, this new work shows another well-armed merchantman heaving-to in the Mersey to take on her pilot, presumably the standing figure in the approaching dinghy. The Red Ensign flying from the ship's fore-stay is almost certainly the signal requesting the pilot and a crew member is shown amidships waiting to throw the dinghy a line to secure her. Also depicted in bow profile against a backdrop of the Wirral shoreline, near Rock Ferry, the second view of the vessel probably shows her on her new course as she heads across the Mersey into Liverpool docks.

132

132
John Thomas Serres (British, 1759-1825)
Shipping off Ferrol, Spain, 1815
signed and dated 'Serres 1815' (lower left)
oil on canvas
61 x 91cm (24 x 36in).
£8,000 - 10,000
€9,300 - 12,000

PROVENANCE:
with Frost & Reed

LITERATURE:
Alan Russett, *John Thomas Serres*, Lymington, 2010, page 199, plate 8.9 illustrated in colour

Serres painted his first (watercolour) views of Ferrol, on the north-western coast of Spain, from the deck of the frigate H.M.S. *Clyde* cruising in those waters in July 1800, prior to an amphibious assault on the town scheduled for 25th August.

As a result of his sketching experiences during that voyage, the following year he produced his celebrated *Little Sea Torch*, or the *Guide for Coasting Pilots*, one of the earliest books of topographical coastal studies which proved invaluable to mariners, both naval and merchant, for years to come.

133

133
Joseph Heard (British, 1799-1859)
The inward bound Liverpool barque *John Tomkinson* portrayed in two views 'boarding her pilot' in the River Mersey's Formby Channel 1840
signed and indistinctly dated 'Jos Heard/1840' (lower left)
oil on canvas
72 x 92cm (28 3/8 x 36 1/4in).
£2,000 - 3,000
€2,300 - 3,500

In typical fashion Heard conveys his narrative with commendable brevity; the unmistakeable outline of the Formby Light Vessel under the barque's bowsprit denoting its location off Formby Point only about seven miles north of Liverpool and the 'pilot jack' at the fore masthead indicating a request for a pilot. That the request has been made so late suggests a bold master and one familiar with the many hazards of the Liverpool approaches. The artist continues his narrative on the left of the painting where the barque is seen in stern view under reduced sail and 'hove to' having changed tack, to board her pilot from the approaching #5 pilot sloop Isaac. Built in 1805 and 50 tons register the latter was sold out of service in 1843. The barque *John Tomkinson*, 260 tons, was built at Kirkcudbright in 1840 for Rimmer & Co. of Liverpool her voyages including Hobart and the West Indies; her last entry in Lloyd's Registers being for 1856. The barque's identity is beyond doubt, as testified by the triangular red name pendant at her main masthead and corroborated by her male figurehead. What is puzzling at first sight is the the unusual flag hoist at her mizzen masthead; the four lower flags reading 2,9,6,4 in Marryat's Code. Under the upper chequered "rendezvous flag" as portrayed, this hoist would normally indicate a geographical item or location- in this instance "Fair Isle" - apparently quite irrelevant

However the mystery was eventually solved on recalling that by 1840 the escalating number of ship names meant that Marryat had exhausted the capacity of his "Ship Names" section, denoted by a triangular pennant. Pending a complete revision of this section and purely as a temporary solution in the seventh edition of 1840, this excess of ship names was stored as a supplement at the end of the adjacent rendezvous section and therefore temporally housed under the chequered flag instead of its 'proper' triangular pennant. Such proved to be the case on acquiring a copy of the extremely rare 1840 7th edition Marryat Code which revealed the entry "2,9,6,4, *John Tomkinson* " In the later editions following the major reorganisation it appears as 6,2,9,5 under the original pendant (now the 'first triangular pendant) . Familiarity with such detail is evidence of Heard's attention to minutiae.

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

134

135

134
Charles Henry Seaforth (British, 1801-died circa 1853)
Ships of the Mediterranean fleet lying off the Maltese coast, with traditional local craft nearby
signed and dated 'CHSEAFORTH/1860' (lower right)
oil on canvas
40 x 60cm (15 3/4 x 23 5/8in).
£4,000 - 6,000
€4,700 - 7,000

The unusual vessel in the foreground appears to be a barca or fregata del Gozo, once a familiar sight plying the channel separating Malta from the island of Gozo.

135
Ferdinand Victor Perrot (French, 1808-1841)
'Combat de Trafalgar'; 'Le vaisseau *Le Vengeur* au combat du 13 Prairial', a pair
both signed 'Ferd. Perrot' and inscribed (on the reverse)
oil on metal
each 34.4 x 44cm (13 9/16 x 17 5/16in).(2)
£2,000 - 3,000
€2,300 - 3,500

PROVENANCE:
Sale, Sotheby's, 1 April 1998, lot 143 (sold £10,925)
Private collection, UK

136

136
Robert Strickland Thomas (British, 1787-1853)
H.M.S. *Nelson* outward bound from Portsmouth, in a heavy swell, with a frigate heading into port off her stern
signed, inscribed and dated 'R.S. Thomas R.N. P. 1847' (lower right)
oil on canvas
69 x 103.8cm (27 3/16 x 40 7/8in).
£5,000 - 7,000
€5,800 - 8,200

PROVENANCE:
Private collection, UK

Named as a fitting memorial to Lord Nelson who had been mortally wounded at Trafalgar the previous October, H.M.S. *Nelson* was ordered in May 1806 but not actually laid down until December 1809. The nameship of three *Nelson* first rates, she was built at Woolwich Dockyard to a design based upon Sir William Rule's plans for his *Caledonia* of 1794, and her tonnage and dimensions were virtually identical. Measured at 2,601 tons with an overall length of 205 feet and a 53 foot beam, she mounted 120 guns, principally 32-32pdrs. on her gundeck, 34-24pdrs. on her maindeck and 34-18pdrs. on her upper deck. Launched on 4th July 1814, by which time the long conflict at sea was essentially over following Napoleon's abdication and initial exile to Elba, her final completion was then completely overshadowed by the aftermath of Waterloo and the government's natural desire to cut back on naval expenditure after twenty-three years of almost continuous war.

The years of peace saw H.M.S. *Nelson* often at sea but also laid up for long periods, until the introduction of steam into the fleet gave her a belated new lease of life. Although not one of the early conversions, anxiety about a Franco-Russian rapprochement after the Crimean War spurred the Admiralty into further conversions of old line-of-battle sailing ships. Some of the most suitable of these were the 120-gun three-deckers of both the *Nelson* and *Caledonia* classes and thus H.M.S. *Nelson* was drydocked in 1858-59 for the necessary work. Cut down and lengthened, she emerged 11 feet longer and 1 foot broader with new 500nhp. engines by Miller & Ravenhill fitted amidships. On her speed trials in Stokes Bay on 21st June 1860, she achieved a very satisfactory 11½ knots and returned to sea duty with a reduced armament of 90 guns. Despite the money spent on her conversion however, the era of the ironclad was dawning and the days of England's "wooden walls" were rapidly coming to an end. In the absence of a fighting rôle for her, *Nelson* was fitted out as a schoolship for the government of New South Wales in October 1867 and was employed thus until she was sold in April 1898. Thereafter used as a store hulk and later still as a coal hulk, she was eventually broken up at Launceston in September 1928 although it is unclear how long she had been back in home waters.

137*
William Lionel Wyllie (British, 1851-1931)
Dreadnought and *Victory*, the future and the past, at their moorings in Portsmouth
signed and dated 'W L Wyllie 1907' (lower right) and inscribed on artist's label (attached to stretcher)
oil on canvas
56 x 102cm (22 x 40in).
£15,000 - 20,000
€18,000 - 23,000

EXHIBITED:
London, Royal Academy, London, 1907, no. 819 as "*Dreadnought* and *Victory*"

In this remarkably shrewd image juxtaposing, as it does, the past with the future, Wyllie depicts the brand-new battleship *Dreadnought* anchored within hailing distance of Nelson's venerable old *Victory* in Portsmouth harbour.

Arguably the world's most famous warship, H.M.S. *Victory* was already forty years old when she achieved her immortality at the Battle of Trafalgar having been launched in Chatham back in 1765. Badly damaged at Trafalgar, she was first repaired and then extensively refitted in 1808 before returning to sea as flagship to the Baltic Fleet. Eventually paid off in 1812, since 1824 she has served as flagship to the commander-in-chiefs at Portsmouth, a role she fulfilled afloat at a permanent mooring before being dry-docked in 1922.

By the dawn of the twentieth century, the age of sail had long since made way for the steam age and the ironclad. Technology had advanced apace and, in 1905, Admiral Lord Fisher approved the designs for his new *Dreadnought*, the first 'all-big-gun' battleship and the warship type which was intended to neutralize, at a stroke, the growing threat from Germany's rapidly expanding naval forces. Laid down at Portsmouth on 2nd October 1905, launched on 10th February 1906 and ready for her trials on 3rd October the same year, her completion in just one year was a truly remarkable achievement. Powered by steam turbines and capable of 21 knots, she was a triumph of innovation and, for a brief period after she entered service with the Home Fleet in April 1907, she outclassed and out-gunned every other ship-of-War in the world.

Although we shall never know the precise day or date on which this work was executed, it was clearly done very soon after *Dreadnought's* completion and is probably one of the earliest extant paintings of this iconic ship.

138

139

138
Hubert Thornley (British, 1858-1898)
Whitby harbour at sunset; Scarborough harbour in moonlight , a pair
both signed 'HThornley' one (lower left) and the other (lower right) and indistinctly inscribed (on the stretcher)
oil on canvas
each 25.5 x 40.3cm (10 1/16 x 15 7/8in).(2)
£2,000 - 3,000
€2,300 - 3,500

139
Hubert Thornley (British, 1858-1898)
Sunset, Collier Brig; Outward Bound Fishing Boats, a pair
both signed 'HThornley' one (lower left) and the other (lower right)
oil on canvas
each 25.5 x 41cm (10 1/16 x 16 1/8in).(2)
£1,200 - 1,800
€1,400 - 2,100

140

140
Claude T. Stanfield Moore (British, 1853-1901)
Shipping on the Thames with the Tower of London beyond
signed and dated 'Claude T S Moore 91' (lower right) and inscribed
and dated 'Claude T S Moore/1888-90-91' (on the reverse)
oil on canvas
51 x 76.5cm (20 1/16 x 30 1/8in).
£3,000 - 5,000
€3,500 - 5,800

141[AR]
John Steven Dews (British, born 1949)
'Maiden Season' – *Westward* showing her paces off Cowes in the summer of 1910
signed 'J. Steven Dews' (lower left)
oil on canvas
61 x 91.5cm (24 x 36in).
£20,000 - 30,000
€23,000 - 35,000

In this spectacular portrait of *Westward* by the modern master of the genre J. Steven Dews, the artist has depicted one of the most celebrated racing yachts of that golden era which preceded the First World War. In her maiden appearance at Cowes in the summer of 1910, the competition was somewhat muted following the death of King Edward VII that spring. However, that did not stop *Westward* impressing all who saw her and, in a brilliant start to her career, she won all of the eleven races in which she competed.

Westward, 331 tons (Thames) and measuring 116 feet in length, was built by the great Nat Herreshoff at Rhode Island in 1910 and was one of the largest racing schooners whose career fell into two very distinct phases. Like King George V's immortal *Britannia*, she too had royal connections having been purchased - at the Kaiser's instigation - by a syndicate of German businessmen who renamed her Hamburg. Under German colours, she enjoyed many successes prior to the outbreak of the Great War but was then sold out of German ownership after the Armistice; her new American owner Clarence Hatry restored her original name and his first season in 1920 almost equalled the triumphs of 1910. It was after her sale to T.B.F. Davis in 1924 however, that she finally came into her own when she became a regular challenger to *Britannia*. Over the years Davis and the King developed a spirited though very friendly rivalry and *Westward* became such a prized possession of Davis that he, like George V before him, also stipulated in his will that his boat too was to be sunk after his death.

142[AR]
John Steven Dews (British, born 1949)
Lulworth and *Shamrock* off the Needles, 1929
signed 'J. Stephen Dews' (lower left)
oil on canvas
61 x 91.2cm (24 x 35 7/8in).
£30,000 - 50,000
€35,000 - 58,000

LITERATURE:
Louise Felstead, *A Cloud of Sail, Maritime Paintings by J. Steven Dews*, Swan Hill, 2001, pp. 50-51 (illustrated).

A typically spectacular work by the modern master of the genre, this painting by Dews portrays two great thoroughbreds as both near the end of their primary racing careers, notwithstanding the fact that *Lulworth* is, in fact, still afloat and continues to race whenever the competition merits it.

Lulworth was designed and built by White Bros. at Itchen in 1920 for Mr. R.H. Lee of Bovey Tracey, Devon. Originally christened *Terpsichore* and rigged as a cutter, she was registered at 123 tons gross (111½ net and 186 Thames) and measured 95½ feet in length with a 22 foot beam. Purchased by Sir A. Mortimer Singer - the immensely wealthy naturalised British son of the American inventor of the sewing machine - after Lee's death in 1924, Singer renamed her *Lulworth*, a name she retained after being purchased by Alexander Paton in 1928. A splendid boat from the start, she nevertheless came into her own under Paton's colours and became a familiar and successful competitor at Cowes during the final years of King George V's long patronage. Ironically, *Britannia* (the King's yacht) and *Lulworth* were both laid up after the 1935 Season, the former never to sail again due to the King's death in January 1936, the latter for sale to Mr. Carl Bendix who kept her until the Second World War. Somehow surviving hostilities, she was refitted after the War and is still afloat and sailing competitively despite numerous changes of ownership.

Whereas Edward VII, both as King and Prince of Wales, and his son George V remained loyal to their legendary cutter *Britannia* for forty years, Sir Thomas Lipton did the opposite and spent his long racing career continually upgrading his famous *Shamrocks* in repeated attempts to win the America's Cup. Lipton, the immensely wealthy tea magnate of Irish parentage, bought his first *Shamrock* in 1899 and, by the time of his death in 1931, he had owned a succession of six splendid cutters, all but one of which unsuccessfully challenged for the elusive "Auld Mug" as Lipton liked to call the America's Cup. By the time Cambria was completed in 1928, Lipton was still racing but using the only one of his *Shamrocks* which had not been ordered specifically for a Cup Challenge. Designed and built by William Fife at Fairlie in 1908, she was a composite cutter of 175 tons gross (94 net) and was constructed to the International 23-metre class. Measuring 113 feet in length (75½ feet at the waterline) with a 20½ foot beam, she proved a great success and won many prizes for Lipton away from the spotlight of the "Auld Mug's" races off Sandy Hook.

143

144

143[AR]
Derek George Montague Gardner (British, 1914-2007)
An 80-gun ship-of-the-line, probably Nelson's *Foudroyant*, at the head of her squadron
signed and dated 'Derek G. M. Gardner 1975' (lower right)
pencil and watercolour heightened with white
37 x 51cm (14 9/16 x 20 1/16in).
£1,000 - 2,000
€1,200 - 2,300

'Nelson's ships in the Mediterranean, 1798. *Theseus* 74, *Orion* 74, *Culloden* 74, *Goliath* 74, *Vanguard* 74, and *Mutine* 18 gun brig. Flying the flag of the Rear Admiral of the Blue'

144
Mark Richard Myers (American, born 1945)
Squadron sailing from Spithead
signed 'Mark Myers' (lower left)
watercolour
43.5 x 34cm (17 1/8 x 13 3/8in).
£600 - 800
€700 - 930

145

146

145
Mark Richard Myers (American, born 1945)
Spanish prizes
signed 'Mark Myers' (lower left)
watercolour with scratching out
33 x 43cm (13 x 16 15/16in).
£600 - 800
€700 - 930

146
Mark Richard Myers (American, born 1945)
Moonlight on the Hamoaze
signed 'Mark Myers' (lower left)
watercolour with scratching out
26 x 36cm (10 1/4 x 14 3/16in).
£600 - 800
€700 - 930

147

148

147
Henry Redmore (British, 1820-1887)
Fishing boats off the coast
bears signature and date '1867' (lower left)
oil on canvas
51 x 91cm (20 1/16 x 35 13/16in).
£2,000 - 3,000
€2,300 - 3,500

PROVENANCE:
with The Parker Gallery, London

148
Louis Verboeckhoven (Belgian, 1802-1889)
Small boats struggling in a heavy swell off the harbour mouth
signed 'Louis Verboeckhoven' (lower right)
oil on canvas
56 x 71cm (22 1/16 x 27 15/16in).
£3,500 - 5,500
€4,100 - 6,400

149
George Mears (British, active 1866-1895)
Her Majesty's Indian Marine troopship *Serapis* emerging from Portsmouth harbour, her decks crowded with redcoats
signed and dated 'C MEARS/91' (lower right)
oil on board
37.5 x 60.5cm (14 3/4 x 23 13/16in).
£1,000 - 1,500
€1,200 - 1,800

The early Victorian era saw a considerable increase in Britain's colonial responsibilities and, prompted by the rather haphazard experiences of the Crimean War and the Indian Mutiny, it was decided to build a group of specially designed troopships which could provide a reliable service of troop transportation. The five ships, which were destined to become familiar to generations of British soldiers and their families, were all built in 1866 and were named *Crocodile, Euphrates, Jumna, Malabar* and *Serapis*. Although built in different yards, each was of the same design, dimensions and tonnage, and all could accommodate a full battalion of infantry which, with families, numbered about 1,200 persons in all. Since their construction was paid for by the Indian Government, the white-painted ships all had the 'Star of India' emblazoned upon their bows; in fact they were all identical except for the coloured stripe painted along each hull which, in the case of *Serapis*, was green. Built by the Thames Shipbuilding Company at Blackwall and measuring 6,211 tons, she remained in service until sold for scrapping in 1894.

In a busy but otherwise relatively uneventful career, *Serapis* achieved a brief moment of glory in the mid-1870s. In 1875, the Prince of Wales (later King Edward VII) decided to visit India and *Serapis* was chosen as the most suitable vessel to accommodate him and his party. Crossing Europe by special train, they boarded *Serapis* at Brindisi and sailed on 16th October. Under the command of Captain the Hon. Carr Glyn and escorted by H.M. frigates *Hercules* and *Pallas*, there were brief stops at Cairo and Aden before making Bombay on 8th November. From there, the Prince went to Ceylon to shoot elephant before arriving in Calcutta to a thunderous salute on 23rd December. The visit – the first to the sub-continent by a future sovereign – was hugely successful and when *Serapis* eventually sailed for home, she was laden with jewellery, trophies of every kind and a large collection of wild animals, all of which had been presented to the Prince. Leaving Bombay on 13th March 1876, Serapis called again at Cairo and also Lisbon on the journey home. On the morning of 11th May, Captain Glyn stopped engines off the Needles to allow the Princess of Wales to come aboard to greet her husband and the royal convoy docked at Portsmouth later the same day.

150
Michele Funno (Italian, active 1850-1870)
The *Eliza* off Naples
signed, inscribed and dated 'Michele Funno P. Eliza of PORT. LOE. WILLIAM BLAMEY.COMMANDER 1849' on the border (lower left and centre)
watercolour and bodycolour heightened with white
51.5 x 66.5cm (20 1/4 x 26 3/16in).
£1,000 - 1,500
€1,200 - 1,800

149

150

151

152

151
William Joseph Julius Caesar Bond (British, 1833-1926)
Low tide
signed 'WJJCBond' (lower left)
oil on panel
25 x 35.5cm (9 13/16 x 14in).
£1,500 - 2,000
€1,800 - 2,300

152
William Joseph Julius Caesar Bond (British, 1833-1926)
Fishing boats in a calm
signed 'WJJCBond' (lower left)
oil on panel
79.5 x 63cm (31 5/16 x 24 13/16in).
£2,000 - 3,000
€2,300 - 3,500

153

154

153
Abraham Hulk (Dutch, 1813-1897)
Fishing vessels in choppy waters
signed 'A. Hulk' (lower right)
oil on panel
17.5 x 25.5cm (6 7/8 x 10 1/16in).
£3,000 - 5,000
€3,500 - 5,800

154
Adolphus Knell (British, active 1860-1890)
Shipping in a swell, a pair
both signed and dated 'Adolphus Knell/1881' (lower right)
oil on canvas
each 23 x 30.5cm (9 1/16 x 12in).(2)
£600 - 800
€700 - 930

155[AR]

Derek George Montague Gardner (British, 1914-2007)

'Thurot's last fight' off the Belfast Lough, 28th February 1760
signed 'Derek G. M/Gardner' (lower left) and inscribed 'February 28 1760 *Terpsichore* 24 *Brilliant* 36 *Pallas* 38 *Blonde* 36 (distant) *AEolus* (32) *Marechal de Belle Isle* 44 (Thurot)' (on the reverse)
oil on canvas
61 x 91.5cm (24 x 36in).
£20,000 - 30,000
€23,000 - 35,000

The world's first truly global conflict, known to history as the Seven Years' War (1756-63), was littered with significant British naval victories, most notably Hawke's spectacular triumph at the battle of Quiberon Bay on 20th November 1759. There were however many less significant successes, most of which are largely unknown today, and one such was the defeat of a potentially dangerous French privateering squadron, under the command of Captain François Thurot, off the north-east coast of Ireland early in 1760.

After several humiliations the previous year, the French made strenuous efforts to retrieve their position at sea in 1759 and, during its course, assembled three expeditionary forces, the smallest of which – under Thurot – was to convey troops from Dunkirk to either Scotland or Ireland. Despite being blockaded for much of the summer, Thurot managed to slip out of harbour during heavy weather on 15th October and headed into the North Sea, his destination unknown to his pursuers. With 1,300 troops aboard his ships, Thurot went first to the Swedish port of Gothenburg, partly to procure stores but also "to baffle pursuit or observation". After nineteen days, he sailed for Bergen and thence, via the Faroes, to the northern coast of Ireland where, in late January (1760), an attempted landing at Londonderry was thwarted by bad weather. By now his ships were in a parlous state and Thurot's captains begged him to abandon the expedition and return to France. Thurot refused and, after a brief respite period in Claigeann Bay, on the Isle of Islay, put to sea again on 19th February and anchored in Belfast Lough the next day. On the 21st, 600 men were landed to assault Carrickfergus where they soon forced the garrison to capitulate, in addition to taking, looting, and then destroying a number of small merchant prizes lying in the Lough. Thereafter, Thurot wanted the troops to advance on Belfast but was overruled by their commander.

Meanwhile, the Duke of Bedford, Lord Lieutenant of Ireland, gathered whatever ships he could find and sent them north. Fortunately, these included three naval frigates – *Æolus*, *Pallas* and *Brilliant* – and Captain John Elliot, in command, found himself off the entrance to Belfast Lough on the 26th but could not sail in because of contrary winds. Remaining on station, he then sighted the French ships off Copeland Island at 4.00am. on the 28th and immediately gave chase. After five hours sailing, a furious action lasting about an hour-and-a-half began around 9.00am., at which time all three French ships, by then badly damaged aloft, struck their colours and surrendered. Elliot took his prizes into Ramsey, Isle of Man, to refit and two of them, *Blonde* and *Terpsichore*, were subsequently repaired and assimilated into the Royal Navy. Thurot's own ship, the *Maréchal de Belleisl*e, was deemed too battered to be saved and Thurot himself, who had been killed during the battle, soon achieved the status of martyred 'folk hero' by his fellow countrymen, such had been his reputation for honour, generosity and humanity.

156
Jack Spurling (British, 1871-1933)
The four-masted wool clipper *Port Jackson* cutting through a heavy swell under reefed topsails
signed 'J.Spurling' (lower right)
oil on canvas
63.5 x 76cm (25 x 29 15/16in).
£15,000 - 20,000
€18,000 - 23,000

PROVENANCE:
A gift from the artist
Thence by descent

LITERATURE:
Frederick Arthur Hook (editor), in collaboration with Basil Lubbock and John Spurling, *Sail, The Romance of the Clipper Ships*, 3 volumes, London, 1927, 1929 & 1936, and subsequent reprints.
Basil Lubbock, *The Colonial Clippers*, Brown, Son & Ferguson Ltd., Glasgow, 1921.
Warren Moore, *Spurling, Sail and Steam*, Patrick Stephens Ltd., Cambridge, 1980.

In his text *Sail, The Romance of the Clipper Ships*, Basil Lubbock begins the entry for this vessel as follows:

"This beautiful four-mast (sic) barque is best remembered as one of Devitt & Moore's celebrated cadet ships; and there must be a great number of officers in the Mercantile Marine who look back to their time in *Port Jackson* with that warm-hearted feeling which shore-goers keep for an old school."

She certainly was "beautiful" and even though Spurling, in the event, chose a different image to the one offered here to illustrate Lubbock's majestic text, both pictures nevertheless convey, more than adequately, *Port Jackson's* practical elegance as a masterwork of design and rig, strength and seaworthiness. In fact, it was the publication of *Sail, The Romance of the Clipper Ships* which first laid Spurling's work before a wider audience and, in effect, secured his reputation as a maritime painter of substance.

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

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

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

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

As to the vessel herself, *Port Jackson* – named for the inlet on the east coast of Australia usually known as Sydney Harbour – was designed by Alexander Duthie and built in Hall's yard at Aberdeen in 1882. Costing £29,000 to build and intended for the Australian wool trade, she was registered at 2,212 tons gross (2,132 net) and measured 286 feet in length with a 41 foot beam. Amongst his many paeans of praise, Lubbock also says of her that "as a specimen of an iron ship of this era, *Port Jackson* was hard to beat. She was always celebrated for her good looks, and her performances equalled them." On her maiden voyage out she made Sydney in 77 days, the first four-masted barque ever to do the run in under 80 days, and this remains a record to this day. Her best-ever run was 345 miles in 24 hours, an extraordinary distance for a sailing vessel of her size and tonnage. Her first master, Captain Crombie, stayed with her for nearly ten years, during which time she 'turned heads' wherever she went. Quite apart from that record passage out to Australia in 1882, Crombie also enjoyed the kudos of his celebrated run of 39 days, Sydney to San Francisco, when he arrived in the 'Golden Gate' a mere three days behind the mail steamer, both having left port together.

Despite all this celebrity, the Australian wool run was a fairly routine operation and *Port Jackson* maintained her excellent if uneventful schedules until 1904 when, thanks to falling freight rates, she was laid up in the Thames pending sale. In 1906, as it began to look as if she was heading for the breakers' yard, she was bought by Devitt & Moore and put to work as a training ship for the company's cadets. For the next eight years she sailed regularly to Australia and back with a cadet crew, but was laid up at Grimsby when War was declared in August 1914. Soon back at work due to the wartime shipping shortages, she survived almost three years until, on 28th April 1917, she was sunk without warning by a German submarine in the Irish Sea whilst en route home from Buenos Aires with a cargo of wheat; 15 men were saved but her master and 12 crew were lost.

157

157
Henry Scott Tuke, RA, RWS (British, 1858-1929)
The *Cutty Sark*
signed and dated 'H. S. TUKE 1927' (lower left)
watercolour
34.5 x 24.5cm (13 9/16 x 9 5/8in).
£1,500 - 2,000
€1,800 - 2,300

EXHIBITED:
London, Royal Watercolour Society, *Summer Exhibition*, 1927, no.179.

This is one of several watercolours Tuke painted of this important clipper. The *Cutty Sark* was moored in Falmouth harbour from 1924 – 1936 before it came to Greenwich. She had been lovingly restored by Tuke's friend Captain Wilfred Harry Dowman RNR (1879 – 1936), a retired merchant navy captain, who had bought her from the Portuguese owners in September 1922. Under the name *Ferriera* she had been the last working clipper to operate in the world. Earlier in 1922 she had been damaged in a storm and had to pull in to Falmouth which is where Captain Dowman spotted her. She was sold in London and renamed *Maria do Amparo*, but Dowman was determined to have her as a training ship and he purchased her eventually for £3,750. She had at this time been re-rigged into a barquentine and using local craftsmen Dowman was able to restore her original rig.
The *Cutty Sark* was the replacement to the *Lady of Avenal* which Captain Dowman had fitted out in 1919 as a training ship for Devitt and Moore. The *Cutty Sark* was used as a cadet training ship and was open to the public whilst it was moored in Falmouth.
Tuke's first painting of her in 1924, (R1122) shows the *Cutty Sark* seen from the side. It is in the collection of the Royal Institute of Cornwall, Truro (illustrated on page 132 of *Catching the Light: The Art and Life of Henry Scott Tuke* by Catherine Wallace).
This later watercolour of 1927, listed in Tuke Register (R1167) is a much more detailed composition than the 1924 version and shows the clipper at a foreshortened angle, head on to the viewer.
Tuke is quoted by Maria Tuke Sainsbury, his sister, as saying that he thought the *Cutty Sark* had 'beautiful lines' and that is what inspired him to keep sketching her.

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

158

158[AR]
Charles Pears (British, 1873-1958)
'Casting Off the Tow Line'
signed 'Chas.PEARS.' (lower left)
oil on canvas
71.5 x 91.5cm (28 1/8 x 36in).
£3,000 - 5,000
€3,500 - 5,800

EXHIBITED:
Bournemouth, Russell-Cotes Art Gallery & Museum, *Works by Eminent Living Artists*, March-June 1945, no. 163

159

159[AR]
Frank Henry Mason (British, 1875-1965)
Traditional barges processing down the Thames estuary and passing a large pleasure steamer, most probably the *Royal Eagle*, dressed overall for the occasion
signed 'FRANK H. MASON.' (lower left)
oil on canvas
51 x 77cm (20 1/16 x 30 5/16in).
£1,000 - 1,500
€1,200 - 1,800

This scene is almost certainly one of the many waterborne events stages to mark the Silver Jubilee of King George V and Queen Mary in the summer of 1935.

Royal Eagle was built in 1932 for the popular excursion service from London down to Margate and Ramsgate operated by the General Steam Navigation Company, and she survived a distinguished wartime career during which she brought back 3,000 men from the beaches of Dunkirk.

160

160AR W
James H. Bartholomew (British, born 1962)
J-class yachts, including the King's *Britannia* and *Endeavour*, racing in the Solent
signed 'James. H. Bartholomew' (lower left)
oil on canvas
122.5 x 92cm (48 1/4 x 36 1/4in).
£3,000 - 5,000
€3,500 - 5,800

In this attractive composition emulating the work of Steven Dews, James Bartholomew has chosen to portray three of the greatest racing yachts ever conceived, one of which, *Britannia*, was the King's boat and widely considered the most successful cutter ever built. The legendary J-class craft dominated the sport during the 1930s and Ian Dear, the yachting historian, has encapsulated their sheer glamour perhaps better than any other contemporary author when he wrote the following in 1977:-

"Only ten J-Class yachts were ever built and they raced for the America's Cup and other trophies in British and American waters for a mere eight seasons between 1930 and 1937. There have been many yachts that have been larger and still others that have been faster but no one sailing class has ever gripped the imagination of the public at large as much as the 'Js' did..... In fact the 'Js' were unique for their combination of size and speed, and for their owners and the social ambience in which they flowered and died so quickly. They dominated the yachting scene on both sides of the Atlantic for less than a decade before their fantastic cost, the death of England's 'Sailor King' and the approach of World War II banished them for ever."

161

161[AR]
John Steven Dews (British, born 1949)
H.M.S. *Warrior* – the first British ironclad
signed 'J. Steven Dews' (lower left)
oil on canvas
50 x 76cm (20 x 30in).
£8,000 - 12,000
€9,300 - 14,000

PROVENANCE:
with E. Stacy Marks Ltd

Ordered by the Admiralty in response to some worrying French experiments with ironclad warships, the contract to build *Warrior* went to Mare's Yard, on the Thames at Blackwall, where her keel was laid on 25th May 1859. Launched on 19th December 1860, when it took six tugs over an hour to coax her down the frozen ways, she displaced 9,210 tons and measured 380 feet in length with a 58 foot beam. Heavily armed with 40 massive guns of varying calibre all mounted on one deck, she was commissioned in August 1861 and, after successfully completing her speed trials, was officially handed over to the Navy on 24th October the same year. The world's first ocean-going iron-hulled warship as well as the largest capital ship of her day, Warrior's entry into service effectively rendered obsolete all the fleets of the other great powers and signalled a profound change in sea warfare thereafter.

Capable of 14 knots at full steam, *Warrior* also sported a full ship rig in order to conserve coal when cruising and began her long life with a reputation for awesome firepower such as no previous battleship had ever enjoyed. In fact, this reputation served as such a potent deterrent that she never actually fired a shot in anger such was the effect of her presence on any of the world's oceans. Paid off for the last time in May 1883, after a hugely successful career in which she played no small part in maintaining the 'Pax Britannica', she proved far too sturdy to scrap and began her second career as a depot ship at Portsmouth, latterly housing the torpedo school H.M.S. *Vernon* until 1924. Even though she had, by then, been afloat for over sixty years, she was still in such sound condition that she was converted into a floating oil jetty at Pembroke Dock and remained there, stubbornly refusing to rust away, until rescued for preservation in 1979. Superbly restored as the world's only remaining ironclad, she is now permanently moored at Portsmouth, the sole survivor of a vanished breed of ship that helped shape naval history in the mid-nineteenth century.

162

162[AR]
John Steven Dews (British, born 1949)
The Hull whalers *Isabella* and *Swan* in Arctic waters
signed 'J. Steven Dews' (lower left)
oil on canvas
51 x 76cm (20 1/16 x 29 15/16in).
£6,000 - 8,000
€7,000 - 9,300

PROVENANCE:
with E. Stacy Marks Ltd

Once the Napoleonic Wars ended in 1815, Hull rapidly established itself as the principal whaling port in England, a situation which prevailed until the 1840s when the rise of Peterhead eclipsed Hull's earlier dominance. At its peak however, the Hull fleet was substantial and Dews has chosen to portray in this composition two of the port's whalers with particularly colourful careers.

1818 proved a notable year in the history of the Arctic when the Admiralty hired and fitted out four civilian ships for the purposes of polar exploration, one of which was the 383-ton Hull-built whaler *Isabella* launched in 1813. Commanded by no lesser personality than Captain (later Admiral Sir) John Ross, *Isabella* was sent to Baffin Bay to try and find a western outlet through to the Pacific. In the event, no such outlet was found although Ross did make some very beneficial discoveries (to the whaling industry) before returning home, at which time *Isabella* returned to Hull to resume her normal life. Seriously damaged after striking a submerged rock in the Davis Straits in 1825, she nevertheless survived to bring home 250 tons of oil in 1827, one of the best catches of the year. Her 1832 total of 275 tons was the year's highest and the next year (1833) brought her brief national fame when she rescued her former commander John Ross, who had been marooned and lost – feared dead – in the Arctic for three years. Two years later, on 12th May 1835, the *Isabella* herself was wrecked off Whale Island, in the Davis Straits, although her crew got off safely.

The 323-ton *Swan* was another Hull boat built in 1816 and owned by Spyvee & Cooper. After a highly successful albeit routine working life, she became trapped in the ice in Baffin Bay in the winter of 1836-37 along with five other whalers. Their celebrated escape became the 'stuff of legend' and, in fact, *Swan* was the last to get free. When she finally limped back into Hull on 3rd July 1837, thousands turned out to greet her and her survival was considered the most miraculous in Arctic whaling history.

163

163[AR]
Derek George Montague Gardner (British, 1914-2007)
The British brig-sloop S*uffisante* closing the French brig-corvette *Revanche* after a chase, 27th May 1796
signed 'Derek.G.M/GARDNER' (lower left) and inscribed (on the reverse)
oil on canvas
35.8 x 46cm (14 1/8 x 18 1/8in).
£8,000 - 10,000
€9,300 - 12,000

The 14-gun French brig-sloop *Suffisante* was captured off the mouth of the Texel whilst searching for British whalers on 31st August 1795 and assimilated into the Royal Navy under her own name. Pressed into active service immediately, she was cruising off the Lizard early in the morning of 27th May 1796 when a strange sail was sighted to windward. Captain Nicholas Tomlinson at once gave chase and finally cornered his quarry, the 12-gun French privateer *Revanche*, eleven hours later. *Revanche*, commanded by the experienced Lieutenant George-Henri Draveman, was attempting to escape into Brest but, after a close engagement of half-an-hour, was forced to strike her colours and surrender. The action itself was fought out on a dangerous lee-shore and Captain Tomlinson was later commended for his fine navigational skills in effecting the capture of this enemy vessel.

164

164[AR]
Barry Mason (British, born 1947)
'Mists in the Pool of London c.1900'
signed 'Barry Mason' (lower right) and signed and inscribed as titled (on the reverse)
oil on canvas
30.5 x 46cm (12 x 18 1/8in).
£3,000 - 5,000
€3,500 - 5,800

PROVENANCE:
with N. R. Omell, London
Private collection, UK

165

165AR W
Martyn Richardson Mackrill (British, born 1962)
Powering to windward
signed and dated 'Martyn R Mackrill 07' (lower left)
oil on canvas
92 x 122cm (36 1/4 x 48 1/16in).
£10,000 - 15,000
€12,000 - 18,000

End of Sale

The next Marine Sale will take place on Wednesday 2 October 2013.

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Bonhams 1793

The Greek Sale

Wednesday 24 April 2013 at 2pm
New Bond Street, London

Enquiries
+44 (0) 20 7468 8314
greek@bonhams.com

Constantinos Volanakis
(Greek, 1837-1907)
The burning of a Turkish frigate
signed in Greek (lower left)
oil on canvas
92 x 135 cm.
£100,000 - 150,000

International Auctioneers and Valuers - **bonhams.com/greeksale**

Bonhams 1793

Antique Arms & Armour

Including Gunner's Instruments and other accessories from The Dr Ernst-Joachim Rogahn Collection

Wednesday 24 April 2013 at 11am & 2pm
Knightsbridge, London

+44 (0) 20 7393 3807
+44 (0) 7768 823 711
david.williams@bonhams.com

A French cased set of gunner's drawing instruments,
by Butterfield A Paris, early 18th century
£2,000 - 3,000

Bonhams 1793

Fine Scientific Instruments

Tuesday 30 April 2013
Knightsbridge, London

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

A rare John Dobson backstaff or Davis quadrant,
English, dated 1730
£2,500 - 3,500

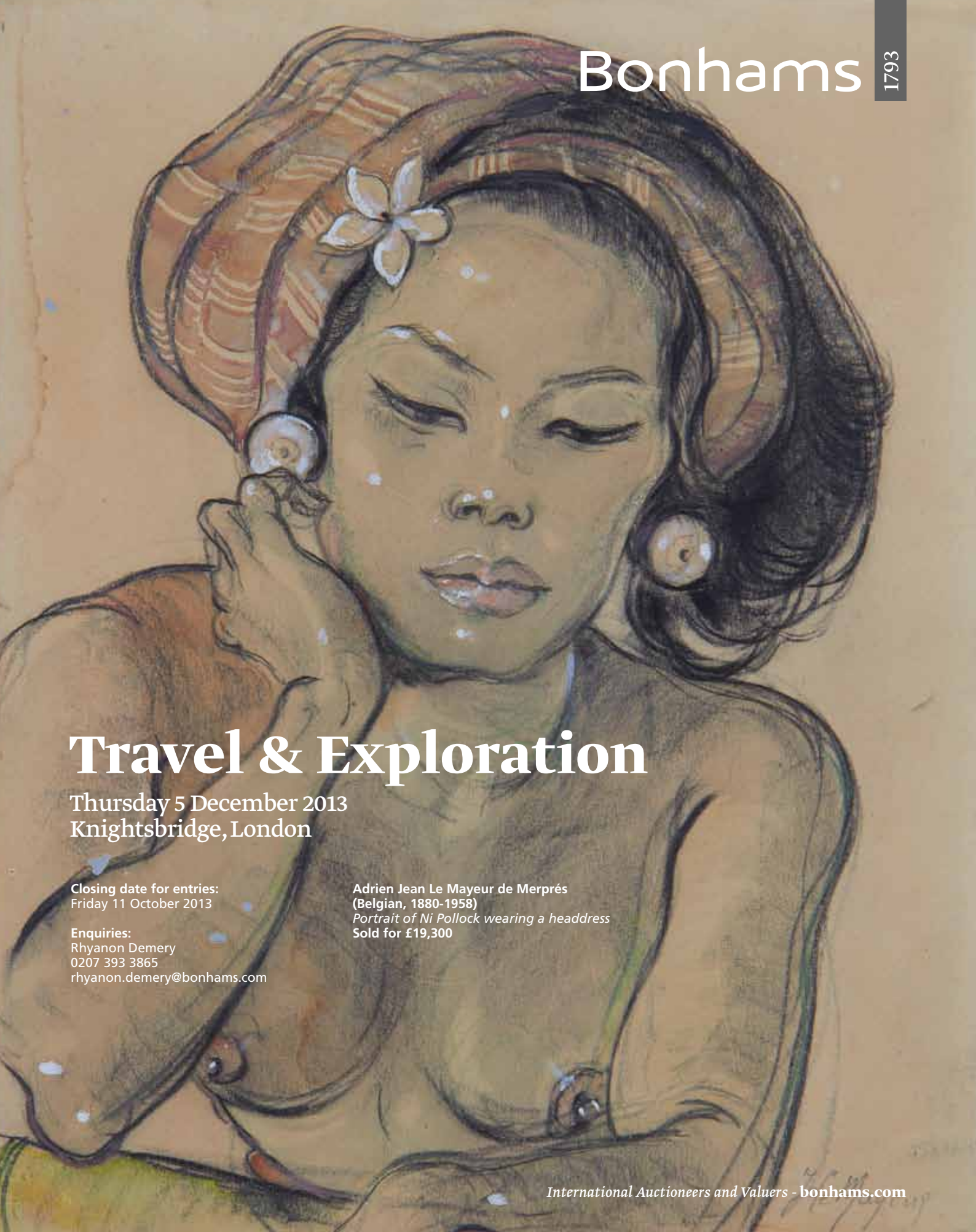
Bonhams 1793

Travel & Exploration

Thursday 5 December 2013
Knightsbridge, London

Closing date for entries:
Friday 11 October 2013

Enquiries:
Rhyanon Demery
0207 393 3865
rhyanon.demery@bonhams.com



Adrien Jean Le Mayeur de Merprés
(Belgian, 1880-1958)
Portrait of Ni Pollock wearing a headdress
Sold for £19,300

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*. *Estimate*s 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 Price*s 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*. *Estimate*s 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

*Description*s and *Estimate*s may be amended at *Bonhams*' discretion from time to time by notice given orally or in writing before or during a *Sale*.

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

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for *Sale* in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested in is put up for *Sale*. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%. However these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will normally be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*. The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the fall of the *Auctioneer's* hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale.* At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

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

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

Bidding by telephone (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 *Reserve*s and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the *Auctioneer's* bidding increments. New *Bidders* must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

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

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

Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale,* we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and *Buyer*'s *Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

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

On the *Lot* being knocked down to the *Buyer*, a *Contract for Sale* of the *Lot* will be entered into between the *Seller* and the *Buyer* on the terms of the *Contract for Sale* set out in Appendix 1 at the back of the *Catalogue*. You will be liable to pay the *Purchase Price*, which is the *Hammer Price* plus any applicable *VAT*. At the same time, a separate contract is also entered into between us as *Auctioneer*s 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 *Buyer*s 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*).

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

8. VAT

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

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

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

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

9. PAYMENT

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

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

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

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

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

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

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

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

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

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/ or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

Please be aware that all *Lots* marked with the symbol Y are subject to CITES regulations when exporting these items outside the EU. These regulations may be found at http://www.defra.gov.uk/ahvla-en/imports-exports/cites/ or may be requested from:

Animal Health and Veterinary Laboratories Agency (AHVLA)
Wildlife Licencing
Floor 1, Zone 17, Temple Quay House
2 The Square, Temple Quay
BRISTOL BS1 6EB
Tel: +44 (0) 117 372 8774

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale.* Neither we nor the *Seller* will be liable for any loss of *Business,* profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer*'s *Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

As stated above, all *Lots* are sold on an "as is" basis, subject to all faults, imperfections and errors of *Description* save as set out below. However, you will be entitled to reject a *Book* in the circumstances set out in paragraph 10 of the *Buyer*s *Agreement.* Please note that *Lots* comprising printed *Books*, unframed maps and bound manuscripts are not liable to *VAT* on the *Buyer*'s *Premium.*

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

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

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

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

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

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

Licensing Requirements
Firearms Act 1968 as amended
Bonhams is constantly reviewing its procedures and would remind you that, in the case of firearms or shotguns subject to certification, to conform with current legislation, *Bonhams* is required to see, as appropriate, your original registered firearms dealer's certificate / shot gun certificate / firearm certificate / museum firearms licence / Section 5 authority or import licence (or details of any exemption from which you may benefit, for instance Crown servant status) for the firearm(s) you have purchased prior to taking full payment of the amount shown on your invoice. Should you not already be in possession of such an authority or exemption, you are required to initially pay a deposit of 95% of the total invoice with the balance of 5% payable on presentation of your valid certificate or licence showing your authority to hold the firearm(s) concerned.

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

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

18. FURNITURE

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

19. JEWELLERY

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

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

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

Signatures
1. A diamond brooch, by Kutchinsky
When the maker's name appears in the title, in *Bonhams*' opinion the piece is by that maker.

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

3. A diamond brooch, mounted by Kutchinsky
Has been created by the jeweller, in *Bonhams*' opinion, but using stones or designs supplied by the client.

20. PHOTOGRAPHS

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

21. PICTURES

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

22. PORCELAIN AND GLASS

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

23. VEHICLES

The Veteran Car Club of Great Britain

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

24. WINE

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

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

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

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

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

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

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

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

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

Bottling Details and Case Terms
The following terms used in the *Catalogue* have the following meanings:
CB – Château bottled
DB – Domaine bottled
EstB – Estate bottled
BB – Bordeaux bottled
BE – Belgian bottled
FB – French bottled
GB – German bottled
OB – Oporto bottled
UK – United Kingdom bottled
owc – original wooden case
iwc – individual wooden case
oc – original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.

W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.

≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.

Δ Wines lying in Bond.

AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.

○ The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.

▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

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

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

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

2 SELLER'S UNDERTAKINGS

2.1 The *Seller* undertakes to you that:

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

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

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

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

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

3 DESCRIPTIONS OF THE LOT

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

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

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

6 PAYMENT

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

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

7 COLLECTION OF THE LOT

7.1 Unless otherwise agreed in writing with you by *Bonhams*, the *Lot* will be released to you or to your order only when *Bonhams* has received cleared funds to the amount of the full *Purchase Price* and all other sums owed by you to the *Seller* and to *Bonhams*.

7.2 The *Seller* is entitled to withhold possession from you of any other *Lot* he has sold to you at the same or at any other *Sale* and whether currently in *Bonhams'* possession or not until payment in full and in cleared funds of the *Purchase Price* and all other sums due to the *Seller* and/or *Bonhams* in respect of the *Lot*.

7.3 You will collect and remove the *Lot* at your own expense from *Bonhams'* custody and/ or control or from the *Storage Contractor's* custody in accordance with *Bonhams'* instructions or requirements.

7.4 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.

7.5 You will be wholly responsible for any removal, storage or other charges or *Expenses* incurred by the *Seller* if you do not remove the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, *Expenses* and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

8 FAILURE TO PAY FOR THE LOT

8.1 If the *Purchase Price* for a *Lot* is not paid to *Bonhams* in full in accordance with the *Contract for Sale* the *Seller* will be entitled, with the prior written agreement of *Bonhams* but without further notice to you, to exercise one or more of the following rights (whether through *Bonhams* or otherwise):

8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;

8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;

8.1.3 to retain possession of the *Lot*;

8.1.4 to remove and store the *Lot* at your expense;

8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;

8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

8.1.7 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless the *Buyer* buys the *Lot* as a *Consumer* from the *Seller* selling in the course of a *Business*) you hereby grant an irrevocable licence to the *Seller* by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal *Business* hours to take possession of the *Lot* or part thereof;

8.1.8 to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;

8.1.9 to retain possession of, and on three months' written notice to sell, *Without Reserve*, any of your other property in the possession of the *Seller* and/or of *Bonhams* (as bailee for the *Seller*) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such *Sale* in satisfaction or part satisfaction of any amounts owed to the *Seller* or to *Bonhams*; and

8.1.10 so long as such goods remain in the possession of the *Seller* or *Bonhams* as its bailee, to rescind the contract for the *Sale* of any other goods sold to you by the *Seller* at the *Sale* or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the *Seller* or to *Bonhams* by you.

8.2 You agree to indemnify the *Seller* against all legal and other costs of enforcement, all losses and other *Expenses* and costs (including any monies payable to *Bonhams* in order to obtain the release of the *Lot*) incurred by the *Seller* (whether or not court proceedings will have been issued) as a result of *Bonhams* taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the *Seller* becomes liable to pay the same until payment by you.

8.3 On any resale of the *Lot* under paragraph 8.1.2, the *Seller* will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his behalf.

9 THE SELLER'S LIABILITY

9.1 The *Seller* will not be liable for any injury, loss or damage caused by the *Lot* after the fall of the *Auctioneer's* hammer in respect of the *Lot*.

9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the *Seller* will not be liable for any breach of any term that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller*, whether implied by the Sale of Goods Act 1979 or otherwise.

9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,

9.3.1 the *Seller* will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in relation to the *Lot* made by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue,* or on the *Website,* or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale;*

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

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

9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

10 MISCELLANEOUS

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

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

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

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

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

10.6 References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.

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

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

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

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

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

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

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.

1.2 The Definitions and Glossary contained in Appendix 3 to the *Catalogue* for the *Sale* are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed in the *Catalogue* for the *Sale*, and where such information is referred to it is incorporated into this agreement.

1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the *Contract for Sale* of the *Lot* between you and the *Seller* is made on the fall of the *Auctioneer's* hammer in respect of the *Lot*, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.

1.4 We act as agents for the *Seller* and are not answerable or personally responsible to you for any breach of contract or other default by the *Seller*, unless *Bonhams* sells the *Lot* as principal.

1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:

1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the *Lot* in accordance with paragraph 5;

1.5.2 subject to any power of the *Seller* or us to refuse to release the *Lot* to you, we will release the *Lot* to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller*;

1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.

1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website,* or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or E*stimate*, 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 *Lot*s have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.

4 COLLECTION OF THE LOT

4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us, in cleared funds, everything due to the *Seller* and to us, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a buyer collection document, obtained from our cashier's office.

4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the *Sale*.

4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.

4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus *VAT* per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.

4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.

4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.

4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.

4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

6.1 Only on the payment of the *Purchase Price* to us will title in the *Lot* pass to you. However under the *Contract for Sale*, the risk in the *Lot* passed to you when it was knocked down to you.

6.2 You are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):

7.1.1 to terminate this agreement immediately for your breach of contract;

7.1.2 to retain possession of the *Lot*;

7.1.3 to remove, and/or store the *Lot* at your expense;

7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;

7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

7.1.6 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless you buy the *Lot* as a *Consumer*) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any *Lot* or part thereof;

7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;

7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for *Sale*) until all sums due to us have been paid in full;

7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;

7.1.10 on three months' written notice to sell, *Without Reserve*, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for *Sale*) and to apply any monies due to you as a result of such *Sale* in payment or part payment of any amounts owed to us;

7.1.11 refuse to allow you to register for a future *Sale* or to reject a bid from you at any future *Sale* or to require you to pay a deposit before any bid is accepted by us at any future *Sale* in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the *Purchase Price* of any *Lot* of which you are the *Buyer*.

7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.

7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any *Sale* of the *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:

8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or

8.1.2 deliver the *Lot* to a person other than you; and/or

8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or

8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.

8.2 The discretion referred to in paragraph 8.1:

8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and

8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

9 FORGERIES

9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.

9.2 Paragraph 9 applies only if:

9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and

9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and

9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

9.3 Paragraph 9 will not apply in respect of a *Forgery* if:

9.3.1 the *Entry* in relation to the *Lot* contained in the *Catalogue* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or

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

9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.

9.5 If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the *Purchase Price*, *Buyer's Premium*, *VAT* and *Expenses* paid by you in respect of the *Lot*.

9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.

9.7 If you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.

9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.

10 OUR LIABILITY

10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Bonhams' Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*.

10.2 Our duty to you while the *Lot* is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the *Lot* or to other persons or things caused by:

10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or

10.2.2 changes in atmospheric pressure; nor will we be liable for:

10.2.3 damage to tension stringed musical instruments; or

10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

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

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

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

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

11 MISCELLANEOUS

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

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.

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 perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.

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 *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

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.

11.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams*' 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.

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

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.

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

12 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

"Additional Premium" a premium, calculated in accordance with the *Notice to Bidders*, to cover *Bonhams' Expenses* relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by *the Buyer* to *Bonhams* on any *Lot* marked [AR] which sells for a *Hammer Price* which together with the *Buyer's Premium* (but excluding any *VAT*) equals or exceeds 1000 euros (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).
"Auctioneer" the representative of *Bonhams* conducting the *Sale*.
"Bidder" a person who has completed a *Bidding Form*.
"Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.
"Bonhams" Bonhams 1793 Limited or its successors or assigns. *Bonhams* is also referred to in the *Buyer's Agreement,* the Conditions of Business and the *Notice to Bidders* by the words "we", "us" and "our".
"Book" a printed *Book* offered for *Sale* at a specialist *Book Sale*.
"Business" includes any trade, *Business* and profession.
"Buyer" the person to whom a *Lot* is knocked down by the *Auctioneer*. The *Buyer* is also referred to in the *Contract for Sale* and the *Buyer's Agreement* by the words "you" and "your".
"Buyer's Agreement" the contract entered into by *Bonhams* with the *Buyer* (see Appendix 2 in the *Catalogue*).
"Buyer's Premium" the sum calculated on the *Hammer Price* at the rates stated in the *Notice to Bidders*.
"Catalogue" the *Catalogue* relating to the relevant *Sale*, including any representation of the *Catalogue* published on our *Website*.
"Commission" the *Commission* payable by the *Seller* to *Bonhams* calculated at the rates stated in the *Contract Form*.
"Condition Report" a report on the physical condition of a *Lot* provided to a *Bidder* or potential *Bidder* by *Bonhams* on behalf of *the Seller*.
"Conditions of Sale" the *Notice to Bidders, Contract for Sale, Buyer's Agreement* and Definitions and Glossary.
"Consignment Fee" a fee payable to *Bonhams* by the *Seller* calculated at rates set out in the Conditions of Business.
"Consumer" a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.
"Contract Form" the *Contract Form*, or vehicle *Entry* form, as applicable, signed by or on behalf of the *Seller* listing the *Lot*s to be offered for *Sale* by *Bonhams*.
"Contract for Sale" the *Sale* contract entered into by the *Seller* with *the Buyer* (see Appendix 1 in the *Catalogue*).
"Contractual Description" the only *Description* of the *Lot* (being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters, any photograph (except for the colour) and the contents of any *Condition Report*) to which the *Seller* undertakes in the *Contract of Sale* the *Lot* corresponds.
"Description" any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the *Hammer Price*).
"Entry" a written statement in the *Catalogue* identifying the *Lot* and its *Lot* number which may contain a *Description* and illustration(s) relating to the *Lot*.
"Estimate" a statement of our opinion of the range within which the hammer is likely to fall.

"Expenses" charges and *Expenses* paid or payable by *Bonhams* in respect of the *Lot* including legal *Expenses*, banking charges and *Expenses* incurred as a result of an electronic transfer of money, charges and *Expenses* for loss and damage cover, insurance, *Catalogue* and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the *Lot* for *Sale,* storage charges, removal charges, removal charges or costs of collection from the *Seller* as the *Seller's* agents or from a defaulting *Buyer,* plus *VAT* if applicable.
"Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the *Sale* had a value materially less than it would have had if the *Lot* had not been such an imitation, and which is not stated to be such an imitation in any description of the *Lot.* A *Lot* will not be a *Forgery* by reason of any damage to, and/or restoration and/ or modification work (including repainting or over painting) having been carried out on the *Lot,* where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the *Lot* as one conforming to the *Description* of the *Lot.*
"Guarantee" the obligation undertaken personally by *Bonhams* to the *Buyer* in respect of any *Forgery* and, in the case of specialist *Stamp Sales* and/or specialist *Book Sales,* a *Lot* made up of a *Stamp* or *Stamps* or a *Book* or *Books* as set out in the *Buyer's Agreement.*
"Hammer Price" the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer.*
"Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.
"Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.
"Lot" any item consigned to *Bonhams* with a view to its *Sale* at auction or by private treaty (and reference to any *Lot* will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for *Sale* as one *Lot*).
"Motoring Catalogue Fee" a fee payable by the *Seller* to *Bonhams* in consideration of the additional work undertaken by *Bonhams* in respect of the cataloguing of motor vehicles and in respect of the promotion of *Sales* of motor vehicles.
"New Bond Street" means *Bonhams*' saleroom at 101 New Bond Street, London W1S 1SR.
"Notional Charges" the amount of *Commission* and *VAT* which would have been payable if the *Lot* had been sold at the *Notional Price*.
"Notional Fee" the sum on which the *Consignment Fee* payable to *Bonhams* by the *Seller* is based and which is calculated according to the formula set out in the Conditions of Business.
"Notional Price" the latest in time of the average of the high and low *Estimates* given by us to you or stated in the *Catalogue* or, if no such *Estimates* have been given or stated, the *Reserve* applicable to the *Lot*.
"Notice to Bidders" the notice printed at the back or front of our *Catalogues*.
"Purchase Price" the aggregate of the *Hammer Price* and *VAT* on the *Hammer Price.*
"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."

Bonhams Specialist Departments

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

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U.S.A
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American Paintings
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Australian Colonial Furniture and Australiana
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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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Greek Art
Olympia Pappa
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Golf Sporting Memorabilia
Kevin Mcgimpsey
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Irish Art
Penny Day
+44 20 7468 8366

Impressionist & Modern Art
Deborah Allan
+44 20 7468 8276

Islamic & Indian Art
Alice Bailey
+44 20 7468 8268

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U.S.A
Jeff Olson
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Gregg Dietrich
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EUROPE
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Automobilia
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Orientalist Art
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U.S.A
Yelena Harbick
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Scientific Instruments
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U.S.A.
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Scottish Pictures
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Silver & Gold Boxes
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U.S.A
Aileen Ward
+1 800 223 5463

South African Art
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+44 20 7468 8355

Sporting Guns
Patrick Hawes
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Toys, Dolls & Chess
Leigh Gotch
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Travel Pictures
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Urban Art
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Watches & Wristwatches
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