

Bonhams

1793

The Marine Sale

Wednesday 2 October 2013 at 2pm
Knightsbridge, London







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

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Sale Number: 20766

Catalogue: £15

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

Please see back of catalogue for important notice to bidders

Illustrations

Front cover: Lot 89
Back cover: Lot 7
Inside front cover: Lot 117
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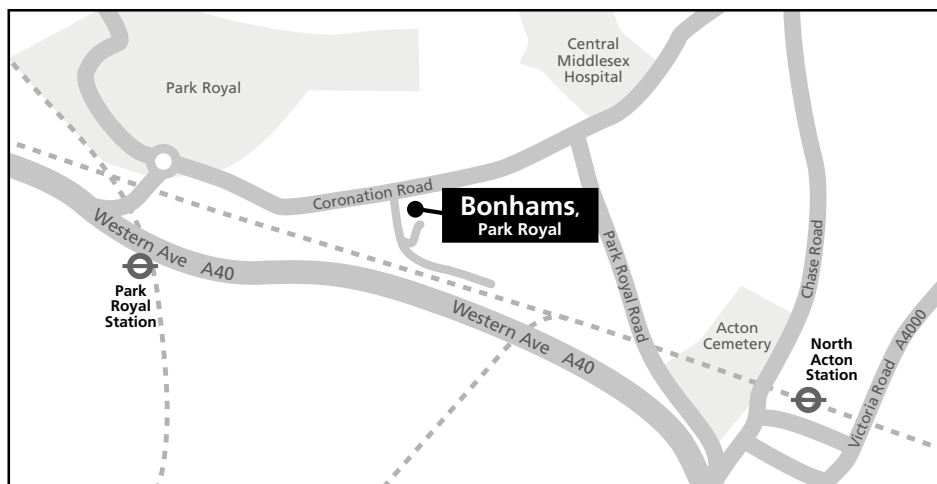


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Sold lots marked with a special symbol **W** will be only retained at Bonhams Knightsbridge until 5pm on the day of the sale. Lots not collected by then will be removed to Bonhams Park Royal warehouse.

The sold lots marked with a special symbol **W** will be available for collection from Bonhams warehouse as from 9.30am on Friday 4 October 2013.

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

All sold lots not marked W will remain in Collections at Bonhams Knightsbridge for a period of not less than 21 days from the sale date. Following that all lots will be transferred to our Bonhams Park Royal warehouse. Transfer and storage charges will commence on Wednesday 23 October 2013.

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Please Note

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The charges levied by Bonhams are as follows:

Paintings and Frames marked with **W**

Transfer per lot £20.00
Daily storage per lot £3.40

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All the above charges are exclusive of VAT

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By credit card / debit card

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

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

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

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

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

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



Marine Works of Art
Lots 1 - 58



1



1 (detail)

1

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)

£2,000 - 3,000

€2,300 - 3,500

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



2

2

A two day marine chronometer,

by Thomas Mercer, St Albans. Numbered 27832 on the 4ins.(10cm)diam. silvered dial, with arabic numerals and separate seconds and state of wind dials. Fusee movement with Earnshaw type escapement. Mounted on gimbals in a mahogany deck case, with glazed top and ratchet winding key. 7.5x7.5x7ins.(19x19x18cm)

£600 - 800

€700 - 940

A cleaning ticket by BV Observator Rotterdam, dated June 1970, states that this instrument was employed on the *MV Nordic Chieftain*.

3

A W. Pye brass sextant English, early 19th century,

with silver scale and vernier, magnifier, two sets of coloured filters and shaped rosewood case, 6in (15cm) radius, in original fitted case with two telescopes; together with a set of station pointers in case (2)

£500 - 700

€590 - 820

4

A bronze ship's bell, Barcelona

with chased lettering and including clapper. 9x12ins.(23x31cm)

£500 - 700

€590 - 820

Believed to be from the *SS Barcelona* built in 1882 for the Barcelona Steamship company, Liverpool, which foundered off Ushant in 1912.



4



5

5^w

A rare Locking (*Sans Boulons*) Diving Helmet

by Piel & Petit, France. Copper dome, with screw-off faceplate, clear side windows and framed top window. Rear air inlet with valve, side exhaust with internal chin relief valve, fitted with two suspension rings. Flanged brass rim stamped 14241. Copper corset with brass rim and locking hook and stub mechanism, suspension hooks and weight pins. 17x13x20ins. (43x33x51cm)

£1,000 - 1,500

€1,200 - 1,800

Designed by Rene Piel and Charles Petit, this helmet featured a locking neck seal which eliminated the need for bolts to secure. Also shown in the Siebe Gorman catalogue, although not generally with the crown vibraphone connection.

6

A Siebe Gorman antimagnetic diver's knife,

with stainless double blade and shaped bakelite handle, in a non-magnetic bronze sheath. Together with a Japanese diver's knife, stainless double blade with serrated edge and shaped composition handle. In a cast bronze sheath with leather belt. (2)

£500 - 700

€590 - 820



7

7

A small ship's figurehead,
in the form of a female bust in 19th century costume, with ruffled dress
and coiled hairpiece, on a carved plinth. Polychrome painted timber
construction. 20x16x12ins. (51x41x31cm)

£1,000 - 1,500

€1,200 - 1,800

The vendor remembers his father, Norris Wood telling him that this
figurehead being in his grandparent's possession by circa 1918. It is
reputed to have been salvaged from a vessel broken up in Stromness on
Orkney in the 19th century.

The hair style of the figure is suggestive of the late 1820's.

8

8^w

A large ship's figurehead, in the form of a female figure in 19th century costume, lace dress and beaded necklace with a floral headband. Right arm across the breast, left arm at the side. Timber construction with polychrome paint finish.
54x16x19ins. (137x41x48cm)
£4,000 - 6,000
€4,700 - 7,000

From a vessel called the *Mary Trail*. This figurehead was bought by Mr Norris Wood of Orkney from John Copeland of Kirkwall in about 1948. Trail is an Orkney name and the *Mary Trail* is thought to have been involved in sailing between the northern Orkney Islands.



9

9

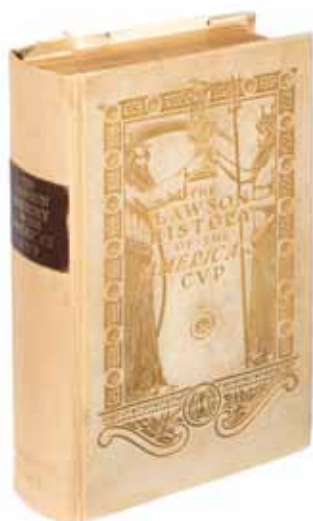
A Silver mounted cut crystal decanter from the racing yacht *Shamrock*

Of pinched square form with star cut to base and petal cut to top, a four lobed silver mount and cut crystal stopper. Hallmarked Sheffield 1901. 10ins. (26cm)high.

£800 - 1,200

€940 - 1,400

Provenance: Given to the vendors family by friends of Thomas Lipton.



10

10

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.

£600 - 800

€700 - 940

11

Montague Dawson: a collection of Marine books

comprising six volumes autographed by Montague Dawson on the flyleaf, a volume on Railway post including two letters to Dawson from his calendar publisher, a personal scrapbook of illustrations and articles from *Blue Peter* and *Rudder* magazines and a copy of *The Way of a Ship* by Alan Villiers, enclosing a signed Christmas card. Together with eight volumes of books by Basil Lubbock on sailing ships, including *Last of the Windjammers*, mostly early or first editions, some volumes on Naval Architecture and rigging, and *Montague Dawson* by LGG Ramsay. 22 volumes.

£600 - 800

€700 - 940

Provenance:

Believed to have come from Dawson's estate, after his death.

Full list available on request.

12^Y

A decorated whale's tooth,

deeply incised with a circular cartouche, enclosing a Union Flag, topped by a spear and ensign and flanked by palm leaves. The base banded with three incised rings. 7ins. (18cm)long.

£500 - 700

€590 - 820



12

13

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

€590 - 820

14^W

A large diorama half model of a full rigged ship

Hull of timber, painted black to the waterline and gold below, with gilt rails and decoration. Varnished deck with deckhouse and ship's boat. Wooden spars and carved wooden sails. Set on a painted, moulded sea together with a sailing cutter and a paddle tug.

38x20x6ins. (97x51x15cm)

£500 - 700

€590 - 820

15

A diorama half model of the four mast *Barque Blanche Albert*

Hull of solid timber, painted black to the waterline with a white gunwale and painted port line. Painted decks with deck house and windlass. Wooden spars and carved wooden sails. Set on a painted, moulded sea against a painted backdrop. 25x14x4ins. (64x36x10cm)

£500 - 700

€590 - 820

Provenance: Property of a Lady. From the collection of the painter Paul Maze (1887-1979).

16

A diorama model of the four mast *Barque Helene*

Hull from solid timber painted black to the waterline and pink below, with a white gunwale. Wooden spars and paper sails, set on a painted, moulded sea. 13.5x8x4ins. (34x20x10cm)

£500 - 700

€590 - 820

Provenance: Property of a Lady. From the collection of the painter Paul Maze (1887-1979).



13



14



15



16



17



17 (detail)

17

A Trafalgar commemorative tablecloth.

Believed to be by John William and Walter Coulson, Lisburn, Northern Ireland. White damask cloth, with woven decoration; in the centre, a flowered cartouche with a plan of the action at Trafalgar taken from a contemporary print with all English vessels named and the inscription *Trafalgar Oct. 21st 1805*. To each corner, depictions of a Phoenix, Foul Anchor, Standards and Cannons with the word *VICTORIA* above, and a border of entwined oak leaves and acorns. Embroidered in cross stitch at one corner *J.W.K. 1821* 158x106ins. (408x269cm)

£2,000 - 4,000

€2,300 - 4,700

Provenance:

Sir Cecil Stafford King Harman. Rockingham, Co. Roscomon.

Believed to have been specially commissioned by The Earl of Kingston for an intended visit to Mitchelstown Castle, Cork, by King George IV in 1821 (which did not take place).

The National Maritime Museum has four similar examples attributed to Coulson, two also with cross-stitch initials, but no date, in the corner.



18

18

Horatio Nelson - a box of magic lantern slides.

mostly black and white, by Newton & Co. Covent Garden. In a baize lined mahogany case. - approx 38 slides.

£500 - 700

€590 - 820

19

Alice Hughes (1857-1939) Pioneer portrait photographer

A framed autographed portrait of Admiral Jellicoe, signed. 8x5.5ins. (20x14cm); together with a photograph of the Battle Cruiser H.M.S. *Iron Duke*

7x10ins. (18x25cm).

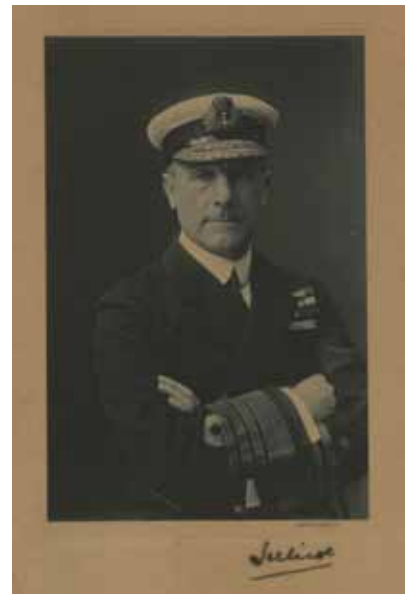
(2)

£300 - 500

€350 - 590

Alice Hughes set up her studio in 1891 and rapidly became one of the top society portrait photographers, at one time employing sixty girls. She closed the studio in 1910 and spent some time in Germany, but returned at the start of WW1, opening another studio in Ebury Street in 1915, which remained in operation until 1933.

This portrait of Admiral Jellicoe, accompanied by another of his flagship HMS *Iron Duke* probably dates from 1916 following the Battle of Jutland.



19

20

A ships tampion HMS *Amphion*

painted cast metal, bearing the legend "Amphion 1803" and a profile of Nelson within a rope border, on a varnished backboard. The plaque 9.5ins (24cm) diam.

£500 - 700

€590 - 820

A total of seven vessels have been named HMS *Amphion* in the Royal Navy. The design of this badge references the second, which was launched in 1798. She was decommissioned in 1803, but was then used by Nelson to carry him to the Mediterranean to take command of the Fleet. It is possible that this tampion is from the fifth vessel, a Scout Cruiser launched in 1911 which had the unfortunate distinction of being the first RN ship to be sunk in WW1. Badges were standardised in WW2 and this pattern does not match that of the last of the line, a submarine launched in 1944.



20

21

An interesting personal logbook of the proceedings of HMS

Arethusa

Kept by Midshipman LS Ensor, covering the ship's passages from Madeira to Plymouth and other journeys to Spain and the Mediterranean including Gibraltar, Malta, Corfu, Cyprus and Egypt etc. 129pp. with eight tipped in chartlets. 12x8.5ins. (30x22cm)

£500 - 700

€590 - 820

HMS *Arethusa* was an all-wooden, 50 gun Fourth Rate *Constance* Class Frigate, built at Pembroke and launched in 1849. Fitted with screw propulsion in 1868, became a training ship in 1874 and was scrapped finally at Woolwich in 1933. She was the last ship of the Royal Navy to enter engagement with the enemy under sail alone and saw service in the Crimean War.

In the Victorian Navy, it was common for Midshipmen to finish their tutelage at sea, under the eye of an Officer Instructor. They were required to keep a daily logbook, which periodically inspected and signed off.



21

22

A Chinese silkwork picture

Depicting the Royal Coat of Arms, flanked by naval ensigns and a stand of square sail. 18x17ins. (46x43cm)

£300 - 500

€350 - 590

23



24



23

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.

£600 - 800

€700 - 940

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.

24*

A Silver presentation prize oar, HMS Hood
inscribed *Hood 1935 All Comers Whaler 2nd. C.R.Castleton SA* by the
Navy, Army & Airforce Institute (NAAFI) and hallmarked Birmingham
1934. 8ins. (20.5cm) long.

£400 - 600

€470 - 700

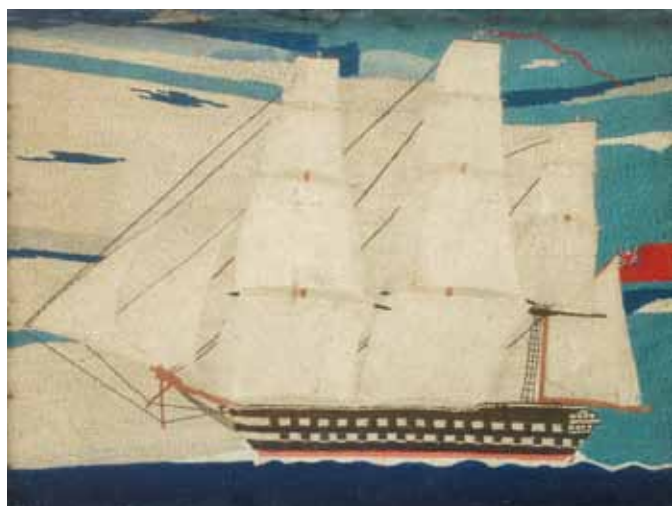
HMS Hood spent 1935 in Home waters and the Mediterranean, on
various exercises, visiting Gibraltar, Portsmouth, Portland and Scapa Flow.
In July she was part of the Silver Jubilee Fleet Review and later in August
took part in Navy Week at Portsmouth. Whaler competitions between
Navy ships was a frequent occurrence when vessels gathered in port, an
"All Comers" event would imply a larger gathering.

25

A 19th century Sailor's woolwork picture
depicting a three masted sailing warship. 15x20ins.(38x51cm)

£700 - 1,000

€820 - 1,200



25

26



26

A German inflatable life belt, *Bismark*

Rubberised canvas, with two air bladders and webbing harness.

£600 - 800

€700 - 940

Provenance:

Collected by the vendor's Grandfather, an Able Seaman serving on HMS *Dorsetshire* which fired the last torpedoes into the *Bismark* and picked up 85 survivors following the sinking.

27

A WW2 Battle of the Atlantic presentation 9ct gold Vertex half hunter pocket watch, Chief Engineer TH McCuaig,

MV *British Fortitude*. Awarded by the owners, the British Tanker Company Ltd. Inscribed inside the case: *Presented to Mr TH McCuaig MV "British Fortitude" by British Tanker Company Limited in recognition of his courage and skill which enabled his ship substantially damaged by enemy submarine to reach safety 1943*. In a black leather purse, together with a photograph of Mr McCuaig and copies of the wartime dispatches. (3)

£500 - 600

€590 - 700

British Fortitude left Milford Haven, bound in ballast for Curacao on February 5th 1943 as part of Convoy of 29 ships. On the evening of February 22nd she was torpedoed by U202 off the Azores and sustained damage to the cargo tanks, bunkers and engine room bulkhead. Leaking badly and settling by the stern, it was only the prompt action of Chief Engineer McCuaig, who returned to the engine room, got all the pumps working and turned up a wooden plug to block a broken off valve, which kept the engines running and enabled the vessel to continue with the convoy until she could make for Guantanamo Bay for repairs. Chief Officer McCuaig was awarded an OBE for his actions.

MV *British Fortitude* was a motor tanker built by Cammell Laird & Co.Ltd., Birkenhead for the British Tanker Company and launched in 1937. Following the attack, she was repaired in Galveston and returned to service, surviving the war. She was renamed *Anglia Fortitude* in 1957 and was broken up a year later.



27



28

28

An American WW2 boxed warship recognition set.

All to a scale of 1in. to 110ft. (1:1320) and comprising 28 cast metal models finished in grey, on wooden bases. Representing twenty UK warships, including Battleships, Aircraft Carriers, Cruisers, Destroyers, Frigates and Sloops, and eight German warships including Battleships, Aircraft Carrier, Cruisers and Destroyers. In a fitted wooden carrying case. 13.5x17x4ins. (34x43x10cm)

£800 - 1,000

€940 - 1,200

The set was produced under contract to the US Navy in 1943. They were issued to all US warships over a certain tonnage and included models suitable for their area of operation. This set, which includes Allied and German warships, was for the Atlantic theatre.

The British models were made by E.A.Framburg & Co, Chicago and the German models by Comet Metal Products, Richmond Mill, NY.

Included:

British Battleships HMS *Malaya*, *King George V*, Aircraft Carrier HMS *Illustrious*, Cruisers HMS *Cumberland*, *Devonshire*, *Dido*, *Scylla*, *Leander*, *Hawkins*, *Dragon*, *Fiji*, *Arethusa*, Destroyers of the Hunt, Narvik, L, V&W Class, Frigates of the River Class and Sloops of the Black Swan Class. German Battleships *Tirpitz*, *Gneisenau* Aircraft Carrier *Graf Zeppelin*, Cruisers *Admiral Hipper*, *Prinz Eugen*, *Nuernberg*, *Koeln* Destroyer *Galster*.

29^W

An unvarnished model of a motor coaster.

The hull from hollowed solid timber, with raised forecastle and superstructure, details including port lights, deck planks and skylights outlined with Indian ink. Two hatches, with masts and derricks. The model in need of restoration, but including a bag of items; aft mast and derrick, winches, hatch covers and beams, rigging and blocks. On a stand. 29x5.5x15ins. (74x14x38cm)

£500 - 700

€590 - 820

Although unnamed, this model depicts a typical motor coaster from the 1930's.



29



30

30^W

An impressive Edwardian straight line pond yacht

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

£800 - 1,200

€940 - 1,400

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

31^W

A Bermudian rigged pond yacht.

Hull of hollowed timber, bread and butter construction. Painted pale blue to the waterline and red below with a white boot top, deep lead ballasted fin keel and free swinging rudder. Varnished wooden deck with inscribed plank lines. Unstayed pole mast and cotton sails. On a stand. 48x9.5x66ins. (122x24x168cm)

£500 - 700

€590 - 820



31



32



33

32^W

A good canoe stern pond yacht.

Hull of varnished timber, plank on frame, with a lead ballasted long keel and integral rudder with Braine type steering gear. Varnished timber deck and large hatch cover to interior. Wooden spars and cream cotton gaff sails. On a stand. 48x12.5x66ins. (122x32x168cm)

£700 - 900

€820 - 1,100

33^W

A large Edwardian pond yacht

Hull of varnished timber, plank on frame, with deep cutaway lead ballasted fin keel and a brass rudder. Steering by lead weighted tiller bar and pin rack. Varnished timber deck with inscribed plank lines and oval hatch to interior. Wooden mast and gaff mainsail, bowsprit and foresail missing. On a stand. 55x12x73ins. (140x30x186cm)

£500 - 700

€590 - 820

34^W

A tandem keel pond yacht

Hull of hollowed timber, painted white to the waterline and red below, with a lead ballasted tandem keel and weighted, free-swinging rudder. Varnished deck with inscribed plank lines, a shaped hatch to access the interior. Wooden spars and cotton gunter rig. 35x8x33ins. (89x20x84cm)

£500 - 700

€590 - 820



34



35



35

35^Y

An early 19th century cased bone Prisoner of War ship model
The model of an English First Rate, from carved bone and timber, with painted figurehead and stern galleries, detailed bone gun carriages and ship's boats. Bone spars with paper flags and fine rigging. Set on an octagonal wooden base with fine straw work decoration. The model *8ins. (20cm) long*. Displayed in a contemporary wooden mirror backed display case, decorated inside and out with delicate straw work designs. In need of restoration. *11x8x4ins. (28x20x10cm)*
£1,000 - 1,500
€1,200 - 1,800



36

36^W

A display model of the Danish 72 gun warship Oresund
Hull of timber, plank on frame, varnished to the waterline and white below with carved and gilded figurehead, stern and quarter galleries. Varnished decks with stub masts. Details include anchors, cannon on wooden carriages. Mounted on crutches on a polished baseboard under an acrylic cover. *38x18x18ins. (97x46x46cm)*
£700 - 900
€820 - 1,100

37

A modern Prisoner of War style model
Hull of pinned planks over a wooden core, with painted wale and carved figurehead, with detailed spars, running and standing rigging. Details include ship's boat, turned brass cannon. Set on crutches on an inlaid wooden base. *23x5.5x19.5ins. (59x14x50cm)*
£5,000 - 7,000
€5,900 - 8,200



37



38

38^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)

£2,000 - 3,000

€2,300 - 3,500

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.

39^W

A good cased model of the clipper ship *Thermopylae*

Built by the Master modeller I.W.Marsh.

Hull of timber, painted green to the waterline and maroon below, with painted figurehead, trailboards and stern decoration. Varnished deck with detailed fittings, deck houses and ship's boats. Wooden spars with moulded sails and detailed rigging. set on crutches in a glazed display case. 37.5x24x12ins. (95x61x30cm)

£700 - 900

€820 - 1,100

Thermopylae was built by Walter Hood of Aberdeen for the Aberdeen Line and launched in 1868 for the China Tea trade. On her maiden voyage she set a record time to Melbourne, Australia, which still stands today. In 1872 she took part in a famous race against the *Cutty Sark* with Tea from Shanghai, which she won when *Cutty Sark* broke her rudder. When the tea trade collapsed, she was diverted like many other clippers into the Australian wool trade until she was sold, in 1897 to the Portuguese Government as a sail training ship. She was torpedoed with full military honours by the Portuguese Navy off Cascais in 1907.



39



40

40

A fine early 19th century wood and bone model of the 5th rate HMS *Amazon* 1799

Hull of carved solid timber, copper plated below the waterline with a pinned bone port line pierced for turned brass cannon on wooden carriages. Finely carved figurehead, bulwarks, stern and quarter galleries. Timber decks, with a bone centre panel, and decorated skylight and companionway. Details include railing pieces, hammock stowage, butts and capstan, and a ship's boat slung between fore and main masts. Wooden spars, with detailed running and standing rigging. Sitting on a carved bone keel plinth, on an oval wooden based trimmed with carved bone edging and resting on turned wood and glass feet. The model: 25x10x24ins. (64x25x61cm) In an acrylic display case with wooden base. 33x14x26.5ins. (84x36x67cm)

£10,000 - 12,000

€12,000 - 14,000

HMS *Amazon* was built by at Woolwich Dockyard to a design by Sir William Rule. She was the first of three Frigates to this design. Ostensibly a 38 gun Fifth Rate, her armament actually consisted of 28x18lb and 4x9lb cannon, plus 14x32lb Carronades. She fought with distinction at the Battle of Copenhagen in 1801 and then served with Nelson in the Mediterranean, before joining him in the Atlantic chase to the West Indies during the Trafalgar Campaign. In March 1806 she engaged and captured the French 40 gun *Belle Poule* off the Canaries. Her last action was to cut out four French Chasse Maree off Penmarche Point, burning five others. Laid up in Ordinary in 1811, she was broken up at Plymouth in 1817.



40 (detail)



40 (detail)

41



42



43

41^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 the telegraphs, 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)

£2,000 - 3,000

€2,300 - 3,500

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 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.

42^W

A large radio controlled pond model of the RMS *Queen Mary*

Hull of timber, painted black to the waterline and red below, with white superstructure. Laid timber decks, the superstructure lifting off to access the interior. Twin Decaperm 6v traction motors, driving four propellers via twin gearboxes. Servos for steering, motor speed control and horn. Detailed fittings and scale figures on deck. The model: 60x7x16ins. (152x18x41cm) Together with a signed ltd. edition print after SW Fisher

Queen Mary at New York 1 June 1936 numbered 765/850 15x28ins. (38x71cm)PR. The model with a glazed display case and wall bracket.

65x13x18ins.(166x33x46cm) (2)

£1,500 - 2,000

€1,800 - 2,300

43^W

A Prize winning live steam pond model of the passenger ferry *Queen Alexandra*, 1902

Hull from hollowed timber, painted black to the waterline and red below, with a white boot top. Single, three blade brass propeller and brass rudder with lockable steering quadrant. Varnished decks, with inscribed plank lines, white superstructure and twin funnels which lifts off to access the steam plant: comprising a brass spirit fired boiler, with safety valve and pressure gauge by Stevens Model Dockyard, reading to 45psi. Single cylinder steam engine with sliding valve gear and overside exhaust. Details include open bridge with wheel and telegraph, ship's boats on davits, brass ventilators and passenger bench seating. In a glazed display case. The model 34ins.(87cm)long. Together with a framed Diploma of Merit awarded to the Model Engineer Exhibition, London and Bronze medal for 1922 awarded to W J Hodges. 36x10x18ins.(92x25x46cm) (3)

£800 - 1,000

€940 - 1,200



44

44^W

A good Builder's model of the Grimsby Stream Trawler SS *Green Howard* GY433/Gunner GY434 1927

Hull from solid timber, painted black to the waterline and pink below, with a four blade, brass propeller. Timber decks, with inscribed plank lines and buff superstructure. Fine details include anchor, cable and windlass, trawl gallows, winch and fish pounds. Metal ventilators, guardrails and stanchions, Ship's boat on crutches aft. Mounted on posts in a period display case, with an ivory Builder's plaque for Cochrane & Sons Limited, Selby. 44.5x13.4x23ins. (113x34x59cm)

£4,000 - 6,000

€4,700 - 7,000

A generic model for a pair of Steam Trawlers built for the Consolidated Steam Fishery and Ice Company, Grimsby.

Both vessels initially worked out of Grimsby, although *Green Howard* was later moved to Consolidated's operation at Swansea. In 1939 at the start of WW2, both vessels were requisitioned by the Admiralty as Minesweepers, returning to the owners in 1946. *Green Howard* was broken up in 1957.



45

45

A set of four White Star Line egg cups

Design 9608 by Copeland Spode, supplied by Stonier & Co.Ltd. Liverpool, and marked "White Star Line" on the base. In Spode's "Greek Key" cobalt and gilt glaze, with the Oceanic Steam Navigation Company gilt logo. 2.25ins. (5.5cm)high (4)

£600 - 800

€700 - 940

Provenance: Lot 45 to 57, The General Manager of White Star, Liverpool, and thence by descent.

This pattern service, which dates from 1899, was believed to have been used from 1911 to 1933 on White Star liners and was originally employed in the First class a la carte Restaurant.



46

46

A collection of White Star Line cups and saucers

comprising: two coffee cups and one saucer, the cups 2ins. (5cm)high and the saucer 4.75ins.(11.5cm)diam, a demi tasse tea cup and eight saucers, the cup 2.25ins(5.5cm)high the saucers 5.5ins.(14cm)diam. Design 9608 by Copeland Spode, supplied by Stonier & Co.Ltd. Liverpool, and marked "White Star Line" on the base. In Spode's "Greek Key" cobalt and gilt glaze, with the Oceanic Steam Navigation Company gilt logo. (12)

£800 - 1,200

€940 - 1,400



47

47

A collection of White Star Line tea cups and saucers

comprising: three large tea cups 2.5ins.(6.5cm) high, and three saucers 6.5ins.(16.5cm)diam. Design 9608 by Copeland Spode, supplied by Stonier & Co.Ltd. Liverpool, and marked "White Star Line" on the base. In Spode's "Greek Key" cobalt and gilt glaze, with the Oceanic Steam Navigation Company gilt logo. (6)

£700 - 900

€820 - 1,100



48

48

A collection of White Star Line tea cups and saucers

comprising: two tea cups 2.5ins(6.5cm)high, and three saucers 6.5ins.(16.5cm)diam. Design 9608 by Copeland Spode, supplied by Stonier & Co.Ltd. Liverpool, and marked "White Star Line" on the base. In Spode's "Greek Key" cobalt and gilt glaze, with the Oceanic Steam Navigation Company gilt logo. (5)

£500 - 700

€590 - 820



49

49

A collection of White Star Line Bon Bon dishes

Of diamond form, with scalloped edges. Design 9608 by Copeland Spode, supplied by Stonier & Co.Ltd. Liverpool, and marked "White Star Line" on the base. In Spode's "Greek Key" cobalt and gilt glaze, with the Oceanic Steam Navigation Company gilt logo. 8.5x4.75ins.(21.5x11.5cm) (3)

£700 - 900

€820 - 1,100

50

A collection of White Star Line dinner plates and dishes

Comprising: six dinner plates 9.5ins.(24cm)diam, and six semi-circular salad dishes 8x6ins.(20x15cm).Design 9608 by Copeland Spode, supplied by Stonier & Co.Ltd. Liverpool, and marked "White Star Line" on the base. In Spode's "Greek Key" cobalt and gilt glaze, with the Oceanic Steam Navigation Company gilt logo. (12)

£3,000 - 4,000

€3,500 - 4,700



50

51

A collection of five White Star Line dinner plates

Design 9608 by Copeland Spode, supplied by Stonier & Co.Ltd. Liverpool, and marked "White Star Line" on the base. In Spode's "Greek Key" cobalt and gilt glaze, with the Oceanic Steam Navigation Company gilt logo. 9.5ins.(24cm) diam (5)

£1,000 - 1,500

€1,200 - 1,800



51

52

A collection of White Star Line china

comprising:a small soup toureen 8ins.(20cm)diam, and six soup plates 9.5ins(24cm)diam. Design 9608 by Copeland Spode, supplied by Stonier & Co.Ltd. Liverpool, and marked "White Star Line" on the base. In Spode's "Greek Key" cobalt and gilt glaze, with the Oceanic Steam Navigation Company gilt logo. (7)

£2,000 - 3,000

€2,300 - 3,500



52

53

A collection of White Star Line china

Comprising: a large soup toureen 9.5ins.(24cm)diam, and six soup plates 9.5ins(24cm)diam. Design 9608 by Copeland Spode, supplied by Stonier & Co.Ltd. Liverpool, and marked "White Star Line" on the base. In Spode's "Greek Key" cobalt and gilt glaze, with the Oceanic Steam Navigation Company gilt logo. (7)

£2,500 - 3,500

€2,900 - 4,100



53

54

A collection of four White Star Line side plates

Design 9608 by Copeland Spode, supplied by Stonier & Co.Ltd. Liverpool, and marked "White Star Line" on the base. In Spode's "Greek Key" cobalt and gilt glaze, with the Oceanic Steam Navigation Company gilt logo. 8ins.(20cm) diam (4)

£800 - 1,200

€940 - 1,400



54

55

A collection of four White Star Line side plates

Design 9608 by Copeland Spode, supplied by Stonier & Co.Ltd. Liverpool, and marked "White Star Line" on the base. In Spode's "Greek Key" cobalt and gilt glaze, with the Oceanic Steam Navigation Company gilt logo. 8ins.(20cm) diam (4)

£800 - 1,200

€940 - 1,400

56



56

A collection of three rare White Star Line plates

With gilt and large cobalt banded decoration and the OSNC logo, pattern R.3717 by Copeland Spode, (referred to as the 'Sutherland' pattern) marketed by Stonier & Co.Ltd. Liverpool and stamped "White Star Line" on the base. 9ins.(23cm)diam (3)

£1,200 - 1,800

€1,400 - 2,100

This rare and expensive pattern is believed to have been employed from 1911 and was used originally in the Cafe Parisien on board the *Titanic* and *Olympic*.

57

A collection of three rare White Star Line plates

With gilt and large cobalt banded decoration and the OSNC logo, pattern R.3717 by Copeland Spode, (referred to as the 'Sutherland' pattern) marketed by Stonier & Co.Ltd. Liverpool and stamped "White Star Line" on the base. 9ins.(23cm)diam (3)

£1,200 - 1,800

€1,400 - 2,100

58

A collection of White and Red Star Line ceramics,

comprising a White Star oval serving dish, three side plates and saucer; together with Red Star oval serving dish and two plates. Most bearing the marks for Stonier & Co. and the Registration numbers 117214 & 324028. (8)

£500 - 600

€590 - 700

This pattern, originally designed by the potter William Brownfield & Son, was first registered in 1884. The second Registration number dates from 1898. Two of the White Star plates bear the dates 8/1906 & 4/1907.

Marine Paintings

Lots 59 - 127





59



60

59
Charles Edward Dixon (British, 1872-1934)
 'Flood Tide off Tilbury'
 signed, inscribed with title and dated 'Flood Tide off Tilbury/Charles Dixon/99' (lower left)
 watercolour heightened with white
 25.4 x 72cm (10 x 28 3/8in).
 £1,500 - 2,000
 €1,800 - 2,300

60
Thomas Colman Dibdin (British, 1810-1893)
 A cross channel ferry anchored at Dieppe Harbour
 signed and dated 'T C Dibdin/1868' (lower left)
 pencil and watercolour
 46 x 73cm (18 1/8 x 28 3/4in).
 £600 - 800
 €700 - 940



61



62

61

Charles Edward Dixon (British, 1872-1934)

'Above Greenwich'

signed, inscribed and dated 'above Greenwich/Charles Dixon-04' (lower left)

watercolour heightened with white

25.5 x 75.5cm (10 1/16 x 29 3/4in).

£1,500 - 2,000

€1,800 - 2,300

62

Frank William Scarbrough (British, 1860-1939)

Wapping Reach, London

signed 'F.W. Scarbrough' (lower right)

watercolour heightened with white

24 x 67.5cm (9 7/16 x 26 9/16in).

£2,000 - 3,000

€2,300 - 3,500



63



64

63

After Robert Havell (Jr.)

View of London - a panorama showing the river Thames from Vauxhall Bridge to Blackwall. The dedication inscribed 'Dedicated to the Right Honourable the Lord M., Aldermen and Corporation of the City of London. Panorama of London, taken from nature by R. Havell, Jun. Price £1.10s. London: Published by Rowdell and Martin, 46, New Bond Street, 1822.'

numbered and inscribed with location names along the bottom edge
hand coloured mezzotint

8 x 428cm (3 1/8 x 168 1/2in).

£2,000 - 3,000

€2,300 - 3,500

64

Nicholas Pocock (British, 1740-1821)

The battle of Camperdown; Admiral Duncan's flagship *Director* engaging the enemy

pen, ink and watercolour
33 x 47cm (13 x 18 1/2in).

£2,500 - 3,500

€2,900 - 4,100



65

65
 Nicholas Pocock (British, 1740-1821)
 The battle of Camperdown
 pencil, ink and watercolour
 33 x 47cm (13 x 18 1/2in).
 £2,500 - 3,500
 €2,900 - 4,100



66

66
Thomas Buttersworth (British, 1768-1828)

Ships in distress, a pair
one signed with initials 'T.B.' (lower left)

oil on canvas
each 25 x 30.5cm (9 13/16 x 12in). (2)

£2,000 - 3,000

€2,300 - 3,500



67



68

67

Thomas A. Binks (British, 1799-1852)
 Topsail schooner off the Dutch coast
 signed and dated 'Binks 1827' (lower right)
 oil on canvas
 41 x 61cm (16 1/8 x 24in).
 £2,000 - 4,000
 €2,300 - 4,700

PROVENANCE:
 with Parker Galleries, London
 Private collection, UK

68

Thomas Luny (British, 1759-1837)
 Fishing and sailing boats off shore
 signed and dated 'Luny 1832' (lower left)
 oil on panel
 21.5 x 30cm (8 7/16 x 11 13/16in).
 £3,000 - 5,000
 €3,500 - 5,900



69



70

69

Henry Redmore (British, 1820-1887)

A calm morning
signed and dated 'REDMORE/1869' (lower left)
oil on canvas

28 x 46cm (11 x 18 1/8in).

£4,000 - 6,000

€4,700 - 7,000

70

Pieter Cornelis Dommersen (Dutch, 1834-1908)

Fisherfolk on shore; Choppy waters, a pair
each signed with initials and dated 'P.C.D.87_' (one lower right, the
other lower left), artist's wax seal (on the reverse)
oil on panel

each 18 x 20cm (7 1/16 x 7 7/8in).(2)

£1,500 - 2,000

€1,800 - 2,300



71

71*

Thomas Buttersworth (British, 1768-1828)

A barge and other shipping off Hoorn

signed and indistinctly inscribed and dated 'TButtersworth ... 95' (lower right)

oil on canvas

25.5 x 36cm (10 1/16 x 14 3/16in).

£4,000 - 6,000

€4,700 - 7,000



72



73

72
Frank William Scarbrough (British, 1860-1939)
 'The Tower Bridge, London'
 signed 'F.W.SCARBROUGH' (lower right) and inscribed with title (lower left)
 watercolour heightened with bodycolour
 40 x 58.5cm (15 3/4 x 23in).
 £2,500 - 3,500
 €2,900 - 4,100

73
Frank William Scarbrough (British, 1860-1939)
 'Limehouse Reach, London'
 signed 'F.W.SCARBROUGH' (lower right) and inscribed with title (lower left)
 watercolour heightened with white
 39.5 x 58.5cm (15 9/16 x 23 1/16in).
 £1,500 - 2,500
 €1,800 - 2,900



74

74

Charles Edward Dixon (British, 1872-1934)

'Tower Bridge'

signed, inscribed and dated 'Tower Bridge/Charles Dixon 19-' (lower left)

watercolour heightened with white

39.5 x 80cm (15 9/16 x 31 1/2in).

£8,000 - 12,000

€9,400 - 14,000



75

75
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).

£5,000 - 7,000

€5,900 - 8,200



76



77

76
 Abraham Hulk, Snr (Dutch, 1813-1897)
 Hauling the nets
 signed 'A. Hulk' (lower right)
 oil on panel
 19 x 29cm (7 1/2 x 11 7/16in).
 £1,800 - 2,500
 €2,100 - 2,900

77
 Abraham Hulk, Snr (Dutch, 1813-1897)
 Fishing boats approaching a shore in a calm
 signed 'A. Hulk' (lower right)
 oil on panel
 22.5 x 29.8cm (8 7/8 x 11 3/4in).
 £2,500 - 3,500
 €2,900 - 4,100



78

78

Anglo-Chinese School, 19th Century

A British clipper in Hong Kong harbour

oil on canvas

52 x 66.5cm (20 1/2 x 26 3/16in).

£2,500 - 3,500

€2,900 - 4,100



79

79

Samuel Walters (British, 1811-1882)

The barque *Susan Pardew* beating into Table Bay in a south-easterly gale
oil on canvas

49 x 74cm (19 5/16 x 29 1/8in).

£5,000 - 7,000

€5,900 - 8,200

The three-masted cargo barque *Susan Pardew* was built under Lloyd's 'special survey' in Hardie's Yard, Sunderland, and launched in 1863. Owned by Ellis & Co., she was registered at 378 tons and was 127 feet in length with a 27 foot beam. Trading regularly to Algoa Bay (Port Elizabeth) and Cape Town out of various British ports, her career was a relatively short one and she was wrecked in Mossel Bay, near the estuary of the Great Brak River, on 28th April 1872; fortunately no lives were lost and all aboard her got safely ashore.

This portrait of her was probably commissioned to commemorate an incident during her maiden voyage.

Thomas Whitcombe (British, 1760-1824)

The Bombardment of Algiers, 27th August 1816
signed 'Tho. Whitcombe' and dated 1817 (lower left)
oil on canvas

76.2 x 117cm (30 x 46in).

£20,000 - 30,000

€23,000 - 35,000

In June 1815, at the Battle of Waterloo, the various phases of the French Wars which had totally preoccupied Europe and the wider world for twenty-two years finally came to an end. Along with the benefits of peace came the opportunity for Great Britain to tackle a persistent menace which had bedevilled Christendom for centuries, namely the infamous Barbary Corsairs. Operating out of fortified citadels along the North African coast, their reign of terror, specifically the enslavement of Christian prisoners, had flourished unchecked whilst the European nations had fought each other but once Napoleonic France had been defeated, the British government was able to give its attention to the problem. Admiral Sir Edward Pellew, Commander-in-Chief in the Mediterranean, was ordered to take a squadron to stand off the city states of North Africa and demand that their activities as pirates should cease forthwith; Tunis and Tripoli acceded immediately but the powerful Dey of Algiers refused to countenance Pellew's demands in the belief that his heavily defended city was invulnerable to British threats. Lacking sufficient ships to enforce his demands, Pellew withdrew and returned to England to request permission to mount a full-scale assault. With the Prime Minister Lord Liverpool's enthusiastic support, Pellew assembled a battle fleet and, led by the 100-gun flagship *Queen Charlotte*, sailed from Plymouth on 28th June 1816.

Upon arriving at Gibraltar, Pellew was delighted to find a Dutch squadron of frigates under Vice-Admiral van de Cappellen anxious to join his expedition and the newly-combined Anglo-Dutch fleet comprising about thirty ships, amongst them bomb-vessels and rocket-boats, arrived off Algiers in a flat calm early on 27th August. Still hoping to avoid bloodshed, Pellew sent a party ashore under a flag of truce but the Dey refused to parley and, receiving no answer once his two-hour deadline had expired, Pellew took advantage of a rising breeze and led the fleet into the bay. H.M.S. *Queen Charlotte* anchored just after 2.30pm., closely followed by *Implacable* and *Superb*, and as each ship took up station, Pellew gave orders to open fire. The city's batteries mounted over 1,000 guns between them and, before long, the men on both sides were engulfed in dense clouds of acrid smoke which cloaked the hellish inferno of shattering cannon shot and exploding rockets. The furious bombardment continued for eight hours, at the end of which the port's fortifications lay in ruins with much of the city, including the arsenal and dockside warehouses, ablaze. At 10.00pm. Pellew ordered a cease-fire and the fleet stood out to sea to anchor for the night. Next morning, the Dey grudgingly capitulated to all Pellew's demands; over 1,200 Christian slaves were liberated and Algiers agreed to take no more Christian captives in the future. Despite heavy allied casualties, the operation was an unqualified success and Pellew returned home in triumph and was created Viscount Exmouth in recognition of his achievement.

This work is one of the splendid series of maritime illustrations commissioned for and then engraved and reproduced in J. Ralfe's sumptuous three-volume naval history published in 1820 and entitled 'The Naval Chronology of Great Britain.....from the Commencement of the War in 1803, to the end of the Year 1816.' Ralfe actively sought-out officers who had been present at actions described in his book in order that his text and illustrations should be as accurate as possible. It is probable that these descriptions were passed on to Whitcombe for this important contemporary depiction of what was arguably the most notable and successful naval bombardment in British history.



80



81

81*

David James (British, active 1883-1897)

'A North Easter off the Cornish Coast'

signed and dated 'D.James 94' (lower right), also signed, titled and dated 'A North Easter off the Cornish Coast/D.James 94' (on the reverse)

oil on canvas

64 x 127cm (25 3/16 x 50in).

£15,000 - 25,000

€18,000 - 29,000

PROVENANCE

with Frost and Reed, no.16847



82



83

82^{AR}

Montague Dawson (British, 1890-1973)
A Shoreham sailing trawler sorting the catch
signed 'MONTAGUE. DAWSON' (lower left)
watercolour heightened with white
34 x 51.5cm (13 3/8 x 20 1/4in).
£1,500 - 2,000
€1,800 - 2,300

83

William Lionel Wyllie (British, 1851-1931)
'The Pitons of St Lucia'
signed 'W L Wyllie' and inscribed as titled (lower left)
watercolour
9.5 x 25.5cm (3 3/4 x 10 1/16in).
£1,000 - 1,500
€1,200 - 1,800



84

84

Colin Hunter, ARA RI RSW RE (British, 1841-1904)

America's Cup, the third Challenge 1876.

New York Yacht Club's schooner *Madeleine* leading the Royal Canadian Yacht Club's *Countess of Dufferin*.

signed 'Colin Hunter/RA' (lower right)

oil on canvas

71 x 99cm (28 x 39in).

£4,000 - 6,000

€4,700 - 7,000

In 1851 an American syndicate brought over to England a radical schooner yacht with the aim to challenge the yachting supremacy of the English. Finding little competition, they took part in a race around the Isle of Wight for a 100 Guinea silver ewer, donated by the Marquis of Anglesey, which they won decisively. Finding no further challengers, they returned to America and in 1857 the syndicate donated the Trophy to the New York Yacht Club as a perpetual challenge trophy, to be called the *America's Cup*.

No challenges were made until 1870 when James Ashbury unsuccessfully challenged with his schooner *Cambria*, followed by a further unsuccessful attempt in 1871. It was not until 1876 that a further challenge, on behalf of the Royal Canadian Yacht Club, was mounted in the 221 ton schooner *Countess of Dufferin*. The Americans responded with the smaller schooner *Madeleine*, which defeated the challenger 2-0. The course of the races was set in New York harbour and featured the Sandy Hook light ship, which can be seen in the right of the picture. Attracting huge popular interest, the races were attended by fleets of spectator vessels which can be seen at the margins of the course.

The New York Yacht Club retained the trophy despite numerous challenges until it was finally wrested from them by the Australian challenger *Australia II* in 1983. Since then Swiss, Australian, New Zealand and American syndicates have held the Cup, which is still being competed for today.



85

85 ★ AR

Montague Dawson (British, 1890-1973)

Homeward bound

signed 'Montague Dawson' (lower left)

oil on canvas

48.5 x 68.5cm (19 1/8 x 26 15/16in).

£10,000 - 15,000

€12,000 - 18,000

PROVENANCE:

Private collection, Australia



86

86

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

'The Ferryman'

signed and dated 'C. Napier Hemy. 1882' (lower right), inscribed with title, artist's name and two addresses (on the reverse)

oil on canvas

51 x 76.5cm (20 x 30 1/8in).

£4,000 - 6,000

€4,700 - 7,000

This oil painting was painted in Falmouth harbour in Cornwall and shows the old Bar Pool Mill, near where the National Maritime Museum, Cornwall is currently situated. The mill was operated by the tide's rise and fall. There are various depictions of this mill in the collection of Falmouth Art Gallery by different artists at various times in its history,

mainly when it had become derelict by the late 19th century. The ferryman depicted here had probably rowed across the harbour, from Flushing.

Charles Napier Hemy had just settled in Falmouth when he completed this work. He had moved to Falmouth from London in 1881 to marry Amy Freeman the daughter of a local granite merchant and fellow Catholic after the death of his first wife. Hemy was to stay in Falmouth for the rest of his life and made his name for his maritime paintings featuring the Cornish coast and the fishing industry.

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



87



88

87

Henry King Taylor (British, fl.1857-1869)

Fowey - fishermen unloading nets off the lookout station, with a brigantine and other shipping beyond
signed 'HK TAYLOR' (lower right)

oil on canvas

76 x 128cm (30 x 50 3/8in).

£4,000 - 6,000

€4,700 - 7,000

The present lot used to hang in the dining room at The Haven; the home of Sir Arthur Quiller-Couch. The view of the harbour captured in the painting is similar to that from the bottom of the garden at The Haven, in Fowey, where there is a plaque acknowledging his residence there.

88

Henry Martin (British, 1835-1908)

'Newlyn - Cornwall'; 'Plymouth - Early Morning', a pair
the former signed 'Henry Martin', the latter signed 'H. Martin' (both lower left), both inscribed as titled (on the reverse)

oil on board

each 12.8 x 21.6cm (5 1/16 x 8 1/2in).(2)

£800 - 1,200

€940 - 1,400

89★ AR

Montague Dawson (British, 1890-1973)

The Atlantic Packet 'Albion'

signed 'MONTAGUE DAWSON' (lower left)

oil on canvas

61 x 112cm (24 x 44 1/8in).

£60,000 - 80,000

€70,000 - 94,000

The Black Ball Line of Trans-Atlantic Packets was founded in New York in 1817 and formed the first regularly scheduled Trans-Atlantic service between Liverpool and New York. The present lot depicts the packet *Albion*, built for this purpose in 1819.

Packets were taken out in all weather, maintaining that time was important to the passengers and fast delivery of mail and cargo. Consequently, the service life of the packets was notoriously short. After only three years of service, the *Albion* succumbed to a gale off the Irish Coast near Kinsale, claiming forty-six of the fifty-four crew members.





90

90

Henry Redmore (British, 1820-1887)

The harbour and lighthouse, Scarborough

signed and dated 'H Redmore./1886' (lower left)

oil on canvas

48.2 x 76.2cm (19 x 30in).

£6,000 - 8,000

€7,000 - 9,400

EXHIBITED:

London, Lowndes Lodge Gallery, *Henry & E.K. Redmore*, March 1971, No 24.



91

91*

Antonio Nicolo Gasparo Jacobsen (American, 1850-1921)

The *City of Richmond*

signed, inscribed and dated 'A. Jacobsen 257 8th Av./1879' (lower right)
oil on canvas

55.5 x 90.5cm (21 7/8 x 35 5/8in).

£12,000 - 18,000

€14,000 - 21,000

PROVENANCE:

With Paul Mason Gallery, London
Private collection, Switzerland

LITERATURE:

Harold S. Sniffen, *Antonio Jacobsen's Painted Ships on Painted Oceans*,
The Mariners Museum publication 1994, illus. fig. 124.

The *City of Richmond* was built in Glasgow by Tod & McGregor for the Inman Line of Liverpool, and launched on 15th February 1873. She made her maiden voyage from Liverpool to New York via Queenstown in September of that year. With her sister ship, the *City of Chester* she was the largest ship afloat after the *Great Eastern*. Built as an express passenger liner, the five year shipping depression of 1873 prevented her reaching her full potential and she was sold on to Norway in 1892.



92

92^{AR}

Montague Dawson (British, 1890-1973)

A three masted clipper running before the wind

signed 'Montague Dawson' (lower left)

oil on canvas

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

£15,000 - 20,000

€18,000 - 23,000



93

93

Jack Spurling (British, 1871-1933)

The steam ship *Osiris*

oil on canvas

46 x 56cm (18 1/8 x 22 1/16in).

£4,000 - 6,000

€4,700 - 7,000

PROVENANCE:

A gift from the artist to Colonel Frank Warren OBE MC

Thence by descent

The RMS passenger liner *Osiris* was built in 1898 for the Peninsular & Orient Steam Navigation Co. by Caird & Co., Greenock and launched in 1898. At 300ft in length and 1738grt, *Osiris* and her sister ship *Isis* were designed for the Brindisi to Port Said shuttle service, carrying just 74 First

Class passengers as well as the First Class mail, which were then trans-shipped to the main line steamer service. With triple expansion steam engines and twin screw propellers, she was capable of 20knots and made the passage to Port Said in 25 hours. At the outbreak of war in 1914, she was commandeered by the Admiralty for an armed merchant cruiser, although a year later she had been converted to a submarine depot ship. After the war ended, she was transferred back to P&O but was laid up at Falmouth and sold for breaking up at Wilhelmshaven in 1922.

Spurling's evocative depiction of *Osiris* battling into a heavy sea does not coincide with most people's vision of Mediterranean cruising, but does remind us of the imperatives of running a passenger shuttle service in all weathers.



94



95

94*

Richard Barnett Spencer (British, active 1840-1874)

The ship *Onward* off Dover

'R.B. SPENCER/1872' (lower left), inscribed 'Onward' in pencil (on stretcher verso)

oil on canvas

48 x 78cm (18 7/8 x 30 11/16in).

£2,000 - 3,000

€2,300 - 3,500

PROVENANCE:

With Paul Mason Gallery, London

Private collection, Switzerland

Built in 1860, by Calman, Dundee, for Duncan & Co. London. In 1872 her Master was J. Watson.

95*

Heinrich Andreas Sophus Petersen (German, 1834-1916) and Peter Christian Holm (Danish/German, 1823-1888)

Portrait of the ship *Joseph* under full sail
signed and dated 'H. Petersen P.C. Holm. 1879.' (lower right)

oil on canvas

58 x 87cm (22 3/4 x 34 1/4in).

£4,000 - 6,000

€4,700 - 7,000

PROVENANCE:

With Richard Green, London

Private collection, Switzerland



96



97

96*

W. Webb (British, 19th Century)

The Blackwall frigate *Newcastle* off Dover

oil on canvas

61 x 91.5cm (24 x 36in).

£3,000 - 5,000

€3,500 - 5,900

PROVENANCE:

With Paul Mason Gallery, London

Private collection, Switzerland

Blackwall Frigate was a colloquial term for Navy-style merchant vessels built by Wigram and Green at Blackwall to replace ships of the East India Company. The *Newcastle* was built in Sunderland and engaged in the Indian and then the Melbourne passenger trade to which she transferred in 1869 after the opening of the Suez Canal. In 1859 the ship escaped the famous Calcutta cyclone of 5th October when over two-hundred ships were driven from their moorings.

97*

Michele Renault (active early 19th Century)

The three masted barque *Lowisa*

signed and inscribed 'by M^e Renault Leghorn' (lower right) and further inscribed 'Ford af C.O.Torlsberg 1857' (lower centre)

oil on canvas

57.5 x 90.5cm (22 5/8 x 35 5/8in).

£3,000 - 5,000

€3,500 - 5,900

PROVENANCE:

With Paul Mason Gallery, London

Private collection, Switzerland

The *Lowisa* was built in Umea, North Sweden, in 1854 for Robert Wilhelm Haeggström of Nordmaling who owned it until 1858. *Lowisa* was commanded from 1858 to 1866 by Captain G. E. Jessen before being sold in 1867 to A. Behn, Hamburg, and renamed the *Melbourne*. In 1888, under Norwegian ownership, the ship was lost in the Atlantic.



98

98

Robert Salmon (British, 1775-1845)

An armed merchantman running up the Channel
signed with initials and dated 'R.S 1802' (lower left)
oil on canvas

63.75 x 77cm (25 1/8 x 30 5/16in).

£15,000 - 20,000

€18,000 - 23,000



99

99*

Attributed to William Howard Yorke (American, 1847-1921)

A three masted American clipper

oil on canvas

61 x 91.5cm (24 x 36in).

£7,000 - 10,000

€8,200 - 12,000



100



101

100

Alexandre Thomas Francia (French, born circa 1813-1884)

A fishing lugger at the entrance to Boulogne, France
signed 'A Francia' (lower left) and bears a signature and date 'Gertrude
Lauteur 1850' (lower left)

oil on panel

53 x 73cm (20 7/8 x 28 3/4in).

£1,500 - 2,000

€1,800 - 2,300

101

John James Wilson (British, 1818-1875)

Fishing boats off Mont Saint-Michel
signed 'J Wilson' (lower left)

oil on canvas

30.5 x 51cm (12 x 20in).

£800 - 1,200

€940 - 1,400



102

102
James Edwin Meadows (British, 1828-1888)
 Shipping off a Dutch coast
 signed and dated 'J MEADOWS/1857' (lower right)
 oil on canvas
 61.5 x 107.4cm (24 1/4 x 42 1/4in).
 £4,000 - 6,000
 €4,700 - 7,000



103

103^W

Charles William Wyllie, R.B.A. (British, 1859-1923)

The dying giant, the mighty fallen

signed and dated 'Charlie W. Wyllie/1885' (lower left)

oil on canvas

76.5 x 142cm (30 1/8 x 55 7/8in).

£12,000 - 18,000

€14,000 - 21,000

EXHIBITED:

London, Royal Academy, 1885, no. 64 as *A dying giant. How are the mighty fallen, and the weapons of war perished.*

It is possible that this painting represents the shipbreakers yard of Castle and Beech, established at Charlton in 1856, which had the contract to break up numerous Naval warships.



104



105

104

George Mears (British, active 1866-1895)

The three-masted schooner *Sunbeam* off Portsmouth harbour
signed and indistinctly dated 'C MEARS' (lower right)

oil on board

40.5 x 69cm (15 15/16 x 27 3/16in).

together with a book by Mrs Brassey titled '*A Voyage in the Sunbeam*'.

(2)

£1,200 - 1,800

€1,400 - 2,100

PROVENANCE:

with Oliver Swann Galleries, London

Private collection, UK

105

J. Tudgay (British, 19th Century)

The three masted barque *Mary Evans* in a gale, and becalmed off a port,
a pair

both signed and dated 'J. TUDGAY 1869' (lower left)

oil on canvas

each 42.5 x 68.5cm (16 3/4 x 27in). (2)

£2,000 - 3,000

€2,300 - 3,500



106

106★ AR

Montague Dawson (British, 1890-1973)

Two studies for 'Gale Force Eight': Decks awash; and The rising wind

one signed 'Montague Dawson' (lower left)

oil on canvas

each 41 x 51cm (16 1/8 x 20 1/16in). (2)

£50,000 - 80,000

€59,000 - 94,000

PROVENANCE:

with Frost & Reed, London

Private collection, Australia

The present works are studies for one of Dawson's most popular compositions *Gale Force Eight*.



106



107



108

107
English School, 19th Century
 Two English warships off Portland lighthouse
 oil on canvas
 53 x 66.5cm (20 7/8 x 26 3/16in).
£1,200 - 1,800
€1,400 - 2,100

There has been a light on the tip of Portland Bill in Dorset since 1716, when the Town of Weymouth and Trinity House petitioned the Crown for a lease. Two inefficient lights were built, but these were replaced with a new light in 1789. This remained until 1869, when a new high and low light were constructed. The current lighthouse dates from the beginning of the 20th century.

108
John Wilson Carmichael (British, 1799-1868)
 'The Phantom Ship'
 signed and dated 'JW Carmichael/1867' (lower right), inscribed with title and bears artist's name and date (on stretcher verso)
 oil on canvas
 33 x 61.5cm (13 x 24 3/16in).
£2,000 - 3,000
€2,300 - 3,500

The present work depicts the legend of the *Flying Dutchman*, a popular sailor's superstition concerning a Dutch sailing ship, cursed to sail the World's Oceans for eternity. First recorded in the late 18th century, it was popularly embellished by various authors in the 19th century, including Sir Walter Scott.



109

109

George Philip Reinagle (British, 1802-1835)

An English Fourth Rate hove to for a pilot in the Channel
signed with initials and dated 'G.R. 1828' (on the wreckage lower right)
oil on canvas

87 x 120cm (34 1/4 x 47 1/4in).

£10,000 - 15,000

€12,000 - 18,000

English warships often stopped in the Downs or the Channel to pick up, or drop a Pilot. The vessel in the foreground is a Boulogne fishing lugger, which suggests that the warship has paused somewhat south of Dover.



110



111

- | | |
|---|--|
| <p>110
 Clarkson Stanfield RA (British, 1793-1867)
 A skirmish off Heligoland
 signed and dated 'C. Stanfield R.A. 1867' (lower left)
 oil on canvas
 87 x 136cm (34 1/4 x 53 1/2in).
 £6,000 - 8,000
 €7,000 - 9,400</p> | <p>111
 Arthur Wilde Parsons (British, 1854-1931)
 A rescue off Bamburgh Castle, Northumberland
 signed and dated 'A. WILDE. PARSONS. 1880' (lower right)
 oil on canvas
 61 x 91.5cm (24 x 36in).
 £1,500 - 2,000
 €1,800 - 2,300</p> |
|---|--|

EXHIBITED:
 London, Royal Academy, May 1867, no.199

The present lot was the final work exhibited in Clarkson Stanfield's lifetime.



112

112^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).

£12,000 - 18,000

€14,000 - 21,000

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.



113

113
Henry Scott Tuke, RA, RWS (British, 1858-1929)
 Harbour scene in Kingston, Jamaica
 signed and dated 'H. S. Tuke. 1924' (lower left), further inscribed
 'Kingston. Jamaica' (lower right)
 watercolour
 21 x 13cm (8 1/4 x 5 1/8in).
£2,000 - 3,000
€2,300 - 3,500

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

* A drogha is a West Indian coasting vessel.

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



114

114[†]
Charles Napier Hemy, RA RWS (British, 1841-1917)
 A view of the Thames at Shadwell
 indistinctly signed and dated '... Hemy/1889' (lower right)
 watercolour heightened with white
 52.1 x 36cm (20 1/2 x 14 3/16in).
£1,000 - 1,500
€1,200 - 1,800

The present work depicts the premises of WN Sparks, Barge Builders of 74 Narrow Street, Limehouse.



115



116

115

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

'Mediterranean Schooners'

signed and dated 'H. S. TUKE 1912' (lower left); further signed and inscribed as titled on label (to the backboard)

watercolour

13 x 20.5cm (5 1/8 x 8 1/16in).

£1,200 - 1,800

€1,400 - 2,100

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

116

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

'Implacable Towing out of Falmouth, July 9th 1925'

signed 'H.S.TUKE' (lower right) and inscribed as titled (lower left)

watercolour, unframed

14 x 21.5cm (5 1/2 x 8 7/16in).

£800 - 1,200

€940 - 1,400

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

117★ AR W

John Steven Dews (British, born 1949)

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

oil on canvas

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

£50,000 - 70,000

€59,000 - 82,000

The present lot was acquired by the owners after the artist approached the family having seen their yacht moored in Sydney Harbour in 2004. Dews asked if they would be willing to exchange their beautiful old sailing yacht, *Patience*, for a commissioned painting.

The subject of the commission was to be the famous yacht *Valkyrie III*; an apt choice for the family whose son had named his own vessel after the yacht.

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

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

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

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

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

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

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

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

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

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

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

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

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





118

118

Thomas Rose Miles (British, active 1869-1906)

'The End of the Battle'

indistinctly signed 'TR Miles' (lower left), bears inscription 'THE END OF THE BATTLE/NORTH SEA/JANUARY 24-5 1915/BY T.R. MILES BNA' (on the reverse)

oil on canvas

61 x 107cm (24 x 42 1/8in).

£1,500 - 2,000

€1,800 - 2,300

This picture depicts the final stages of the Battle of the Dogger Bank, which took place between the British Grand Fleet and the German High Seas Fleet. Following the successful breaking of the German wireless code, the British were informed that the German Fleet was at sea and making for the Dogger Bank in the North Sea. The Grand fleet put out

to engage, with Admiral Beatty the Commander in Chief, urging the ships to speeds of up to 27knots in pursuit. When the German Fleet sighted the smoke of the enemy, they turned and fled back towards home, with the British ships in pursuit, the faster Grand Fleet slowly overhauling the German vessels. A long chase ensued, the British opening fire first due to the longer range of their guns. Eventually both fleets were engaged. The German Cruiser *Blucher* at the end of the line was severely damaged and finally capsized, with a loss of 792 men and the Battlecruiser *Seydlitz* was also badly hurt. Beatty's *Lion* received such damage that he was forced to shift his flag to *Princess Royal* by the end of the battle. The loss of life and damage to the combatant ships meant that this was regarded in Britain as an Allied victory, although it was the Germans who acted on the lessons learned, a factor in the outcome of the Battle of Jutland a year later.



119

119^{AR}

Montague Dawson (British, 1890-1973)

H.M.S. *Fame* acknowledges an Allied Submarine
signed 'Montague Dawson' (lower left)

oil on board en grisaille

32 x 43cm (12 5/8 x 16 15/16in).

£4,000 - 6,000

€4,700 - 7,000

PROVENANCE:

with Frost and Reed

Private collection, Germany

F Class Destroyer HMS *Fame* was built by Vickers Armstrong at Newcastle and launched in 1934. At the start of hostilities she was serving with the Home fleet on Anti-submarine escort duties and took part in the Battle of Norway and subsequent evacuation in 1940. In October 1940 she was severely damaged after a collision and spent the following year at Chatham in rebuild, emerging in 1942 to join the 6th British Escort Group on the Atlantic. She took part in 24 convoys and was responsible for the sinking of three U Boats. Then in 1944 she was detached to take part in support of the Normandy landings. After the war, she served as flagship of the training flotilla at Londonderry, before going in to reserve and in 1949 was sold to the Dominican Republic. She was finally scrapped in 1968.



120



121

120^{AR}

Bernard Finegan Gribble, R.B.C. (British, 1873-1962)

A naval skirmish

signed 'BERNARD GRIBBLE' (lower left)

oil on canvas

45.5 x 61cm (18 x 24in).

£1,000 - 1,500

€1,200 - 1,800

121

John (Jack) Robert Charles Spurling (British, 1870-1933)

A naval battle

signed and dated 'J. Spurling/1933' (lower left)

oil on canvas board

29.5 x 39.5cm (11 5/8 x 15 1/2in).

£3,000 - 4,000

€3,500 - 4,700



122



123

122^{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).

£1,500 - 2,000

€1,800 - 2,300

PROVENANCE:

with N. R. Omell, London

Private collection, UK

123^{AR}

Henry Scott (British, 1911-2005)

Running down wind

signed 'Henry Scott' (lower right)

oil on board

25.5 x 35.5cm (10 1/16 x 14in).

£600 - 800

€700 - 940



124



125

124^{AR W}

James Brereton (British, born 1954)

'Dawn's First Light'

signed 'James Brereton' (lower right), also signed and inscribed with title in pencil (on the reverse)

oil on canvas

101.5 x 127cm (40 x 50in).

£3,000 - 5,000

€3,500 - 5,900

125^W

James H.C. Millar (British, active 1884-1903)

A view thought to be of the Island of Sark

signed 'J.H.C. Millar' (lower right)

oil on canvas

81.3 x 122cm (32 x 48in).

£1,500 - 2,000

€1,800 - 2,300

PROVENANCE:

Sale Christies, 21 April, 1962, entitled *White Cliff*, lot 42.



126



127

126^{AR W}

James Brereton (British, born 1954)

'Wings of Evening'

signed 'James Brereton' (lower right), also signed and inscribed with title in pencil (on the reverse)

oil on canvas

101.5 x 127cm (40 x 50in).

£3,000 - 5,000

€3,500 - 5,900

127^{AR}

Stephen J. Renard (British, born 1947)

Rainbow and Endeavour II lead Yankee as they vie for second place

behind *Ranger* in the New York yacht club cruise, 1937

signed and dated 'STEPHEN J. RENARD '89' (lower left)

oil on canvas

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

£2,500 - 3,500

€2,900 - 4,100

End of Sale

The next Marine Sale will take place on 30 April 2014.

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Maritime Paintings & Decorative Arts

Including The Alfred I. Gold Collection
of Maritime Paintings

24 January 2014

New York



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maritime.us@bonhams.com

James Edward Buttersworth
British frigates in a black squall
oil on canvas, 20¼ x 24¼ in
\$30,000 - 50,000

NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller’s responsibility to you

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

Bonhams’ responsibility to you

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

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

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

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on

Bonhams’ behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer’s Agreement*.

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

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

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

25% up to £50,000 of the <i>Hammer Price</i>
20% from £50,001 to £1,000,000 of the <i>Hammer Price</i>
12% from £1,000,001 of the <i>Hammer Price</i>

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

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

8. VAT

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

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

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

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

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

9. PAYMENT

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

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

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

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

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

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

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

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

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

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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

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

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements

Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

~ Ruby and Jadeite

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

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of Catalogue Terms

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

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

21. PICTURES

Explanation of Catalogue Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.

•, †, *, 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	9	THE SELLER'S LIABILITY	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .		
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,		
8.1.3	to retain possession of the <i>Lot</i> ;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
8.1.4	to remove and store the <i>Lot</i> at your expense;			10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;			10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;			10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.9	to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and			10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	10	MISCELLANEOUS	11	GOVERNING LAW
		10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

- 1.1

These terms govern the contract between Bonhams personally and the Buyer, being the person to whom a Lot has been knocked down by the Auctioneer.
- 1.2

The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the Notice to Bidders, printed in the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.
- 1.3

Except as specified in paragraph 4 of the Notice to Bidders the Contract for Sale of the Lot between you and the Seller is made on the fall of the Auctioneer's hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and Bonhams on the terms in this Buyer's Agreement.
- 1.4

We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless Bonhams sells the Lot as principal.
- 1.5

Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1

we will, until the date and time specified in the Notice to Bidders or otherwise notified to you, store the Lot in accordance with paragraph 5;
- 1.5.2

subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller;
- 1.5.3

we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6

We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, Guarantee, warranty, representation of fact in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the Seller.

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

- 3.1

Unless agreed in writing between you and us or as otherwise set out in the Notice to Bidders, you must pay to us by not later than 4.30pm on the second working day following the Sale:
- 3.1.1

the Purchase Price for the Lot;
- 3.1.2

a Buyer's Premium in accordance with the rates set out in the Notice to Bidders, and
- 3.1.3

if the Lot is marked [AR], an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2

You must also pay us on demand any Expenses payable pursuant to this agreement.
- 3.3

All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4

Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5

We may deduct and retain for our own benefit from the monies paid by you to us the Buyer's Premium, the Commission payable by the Seller in respect of the Lot, any Expenses and VAT and any interest earned and/or incurred until payment to the Seller.
- 3.6

Time will be of the essence in relation to any payment payable to us. If you do not pay the Purchase Price, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7

Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the Purchase Price of each Lot and secondly pro-rata to pay all amounts due to Bonhams.

4 COLLECTION OF THE LOT

- 4.1

Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2

You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified, by 4.30pm on the seventh day after the Sale.
- 4.3

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

- 4.4

If you have not collected the Lot by the date specified in the Notice to Bidders, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "Storage Contract") with the Storage Contractor for the storage of the Lot on the then current standard terms and conditions agreed between Bonhams and the Storage Contractor (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.
- 4.5

Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.
- 4.6

You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.
- 4.7

You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 4.8

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

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

- 6.1

Only on the payment of the Purchase Price to us will title in the Lot pass to you. However under the Contract for Sale, the risk in the Lot passed to you when it was knocked down to you.
- 6.2

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

7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
7.1.1	to terminate this agreement immediately for your breach of contract;			9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
7.1.2	to retain possession of the <i>Lot</i> ;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , VAT and Expenses paid by you in respect of the <i>Lot</i> .
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	10	OUR LIABILITY
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.2	The discretion referred to in paragraph 8.1:	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	9	FORGERIES	10.2.2	changes in atmospheric pressure; nor will we be liable for:
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.3	damage to tension stringed musical instruments; or
		9.2	Paragraph 9 applies only if:	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and		
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and		
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .		

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

Where the *Lot* is made up wholly of a *Book* or *Books* and any *Book* does not contain text or illustrations (in either case referred to as a "non-conforming *Lot*"), we undertake a personal responsibility for such a non-conforming *Lot* in accordance with the terms of this paragraph, if:

the original invoice was made out by us to you in respect of the *Lot* and that invoice has been paid; and

you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a non-conforming *Lot*, and in any event within 20 days after the *Sale* (or such longer period as we may agree in writing) that the *Lot* is a non-conforming *Lot*; and

within 20 days of the date of the relevant *Sale* (or such longer period as we may agree in writing) you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a non-conforming *Lot* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

but not if:

the *Entry* in the *Catalogue* in respect of the *Lot* indicates that the rights given by this paragraph do not apply to it; or

the *Entry* in the *Catalogue* in respect of the *Lot* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or

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

the *Lot* comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or

the *Lot* was listed in the *Catalogue* under "collections" or "collections and various" or the *Lot* was stated in the *Catalogue* to comprise or contain a collection, issue or *Books* which are undescribed or the missing text or illustrations are referred to or the relevant parts of the *Book* contain blanks, half titles or advertisements.

If we are reasonably satisfied that a *Lot* is a non-conforming *Lot*, we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the *Purchase Price* and *Buyer's Premium* paid by you in respect of the *Lot*.

The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.

12 MISCELLANEOUS

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

12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.

12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.

12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

12.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.

12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.

12.8 In this agreement "including" means "including, without limitation".

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

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

12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

"Additional Premium" a premium, calculated in accordance with the *Notice to Bidders*, to cover *Bonhams' Expenses* relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the *Buyer* to *Bonhams* on any *Lot* marked [AR] which sells for a *Hammer Price* which together with the *Buyer's Premium* (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).
"Auctioneer" the representative of *Bonhams* conducting the *Sale*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Purchase Price" the aggregate of the *Hammer Price* and *VAT* on the *Hammer Price*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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Antiquities

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Australian Colonial Furniture and Australiana

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California & American Paintings

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Costume & Textiles

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Ethnographic Art

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Football Sporting Memorabilia

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Furniture & Works of Art

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Impressionist & Modern Art

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Islamic & Indian Art

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Please contact me with a shipping quote
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2

Sale title: The Marine Sale	Sale date: 2 October 2013												
Sale no. 20766	Sale venue: Knightsbridge												
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£5,000 - 10,000by 500s													
Customer Number	Title												
First Name	Last Name												
Company name (to be invoiced if applicable)													
Address													
City	County / State												
Post / Zip code	Country												
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Telephone evening	Fax												
Preferred number(s) in order for Telephone Bidding (inc. country code)													
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I am registering to bid as a private client <input type="checkbox"/>	I am registering to bid as a trade client <input type="checkbox"/>												
If registered for VAT in the EU please enter your registration here: <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/>	Please tick if you have registered with us before <input type="checkbox"/>												

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