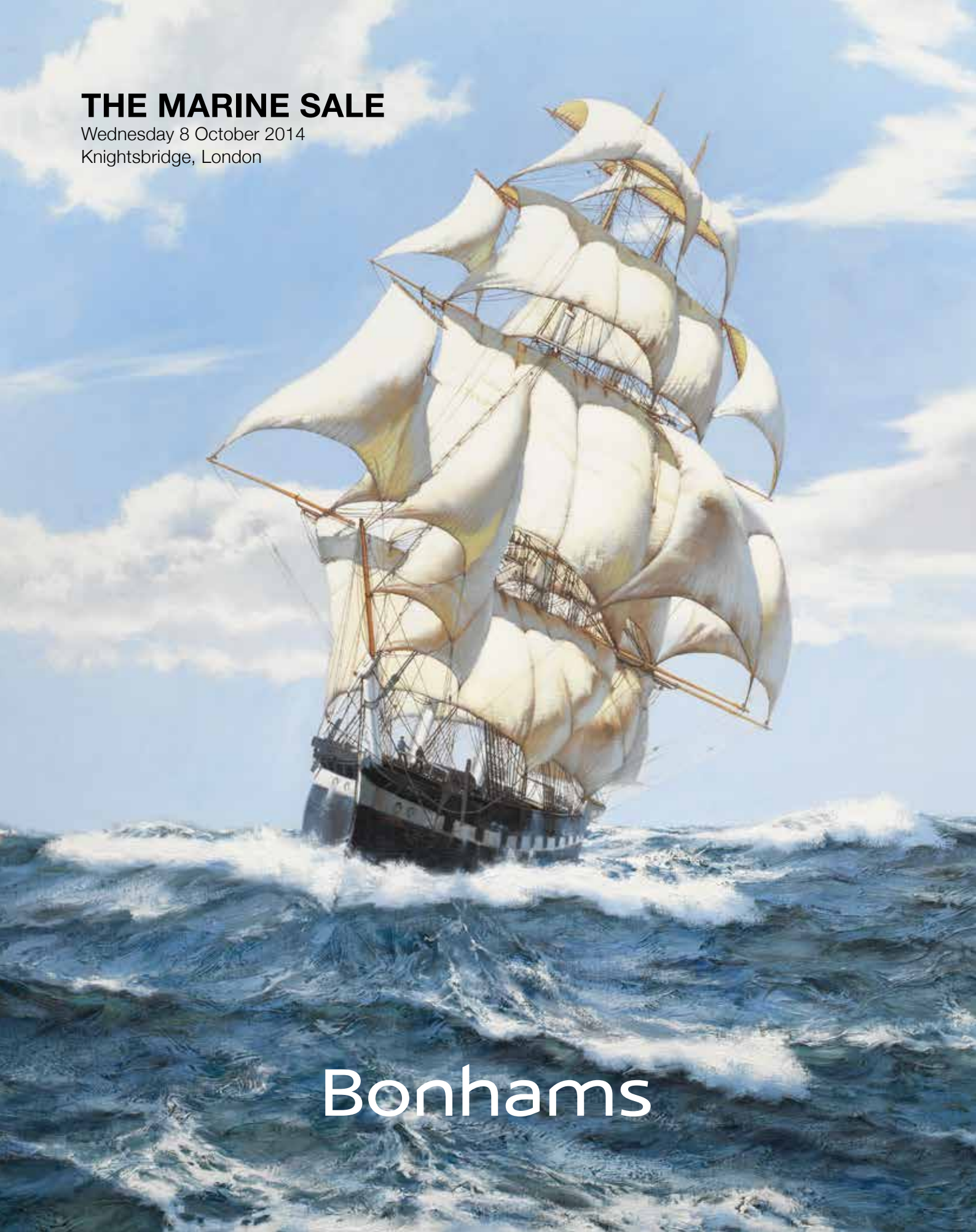


THE MARINE SALE

Wednesday 8 October 2014
Knightsbridge, London



Bonhams







THE MARINE SALE

Wednesday 8 October 2014 at 2pm
Knightsbridge, London

BONHAMS

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

VIEWING

Sunday 5 October
11am to 3pm
Monday 6 October
9am to 4.30pm
Tuesday 7 October
9am to 4.30pm
Wednesday 8 October
9am to 12pm

BIDS

+44 (0) 20 7447 7448
+44 (0) 20 7447 4701 fax
To bid via the internet please visit
www.bonhams.com

Please note that bids should be submitted no later than 24 hours before the sale. New bidders must also provide proof of identity when submitting bids. Failure to do this may result in your bids not being processed.

Always confirm with the bids office that faxed bids have been received. Bidding by telephone will only be accepted on a lot with a lower estimate in excess of £1000.

Live online bidding is available for this sale

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

ENQUIRIES

Pictures

Lucy Gregory
+44 (0) 20 7393 3865
lucy.gregory@bonhams.com

Veronique Scorer

+ 44 (0) 20 7393 3962
veronique.scorer@bonhams.com

Works of Art

Lionel Willis
+ 44 (0) 20 7393 3804
lionel.willis@bonhams.com

Administrator

Emma Gordon
+44 (0) 20 7393 3960
emma.gordon@bonhams.com

CUSTOMER SERVICES

Monday to Friday 8.30am to 6pm
+44 (0) 20 7447 7447

SALE NUMBER

21851

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 138
Back cover: Lot 17
Inside front cover: Lot 58
Inside back cover: Lot 61
Opposite page: Lot 127
Before end paper: Lot 70
Index: Lot

IMPORTANT INFORMATION

In February 2014 the United States Government announced the intention to ban the import of any ivory into the USA. Lots containing ivory are indicated by the symbol Φ printed beside the Lot number in this catalogue.



Bonhams 1793 Limited

Registered No. 4326560
Registered Office: Montpelier Galleries
Montpelier Street, London SW7 1HH

+44 (0) 20 7393 3900
+44 (0) 20 7393 3905 fax

Bonhams 1793 Ltd Directors

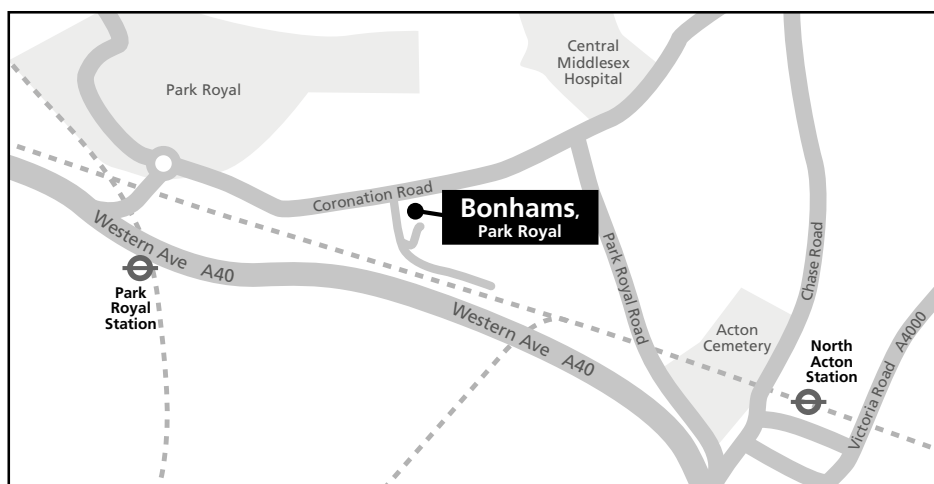
Robert Brooks Co-Chairman,
Malcolm Barber Co-Chairman,
Colin Sheaf Deputy Chairman,
Matthew Girling Global CEO,
Patrick Meade Global CEO,
Geoffrey Davies, Jonathan Horwich,
James Knight, Caroline Oliphant,
Hugh Watchorn.

Bonhams UK Ltd Directors

Colin Sheaf Chairman, Jonathan Baddeley,
Antony Bennett, Matthew Bradbury,
Harvey Cammell, Simon Cottle, Andrew Currie,
David Dallas, Paul Davidson, Jean Ghika,
Charles Graham-Campbell, Miranda Grant,
Richard Harvey, Robin Hereford, Asaph Hyman,
Charles Lanning, Sophie Law, Fergus Lyons,
Paul Maudsley, Gordon McFarlan,

Andrew McKenzie, Simon Mitchell, Jeff Muse,
Mike Neill, Charlie O'Brien, Giles Peppiatt,
Peter Rees, Julian Roup, Iain Rushbrook,
John Sandon, Tim Schofield, Veronique Scorer,
James Stratton, Roger Tappin, Ralph Taylor,
Shahin Virani, David Williams,
Michael Wynell-Mayow, Suzannah Yip.

SALE INFORMATION



BIDS

+44 (0) 20 7447 7448
+44 (0) 20 7447 7401 fax
To bid via the internet please visit
www.bonhams.com

PAYMENTS

Buyers

+44 (0) 20 7447 7447
+44 (0) 20 7447 7401 fax

Sellers

Payment of sale proceeds
+44 (0) 20 7447 7447
+44 (0) 20 7447 7401 fax

VALUATIONS, TAXATION & HERITAGE

+44 (0) 20 7468 8340
+44 (0) 20 7468 5860 fax
valuations@bonhams.com

CATALOGUE SUBSCRIPTIONS

To obtain any Bonhams
catalogue or to take out an
annual subscription:
Subscriptions Department
+44 (0) 1666 502200
+44 (0) 1666 505107 fax
subscription@bonhams.com

SHIPPING

For information and estimates
on domestic and international
shipping as well as export
licenses please contact Bonhams
Shipping Department on:
+44 (0) 20 8963 2849
+44 (0) 20 8963 2850
+44 (0) 20 7629 9673 fax
shipping@bonhams.com

COLLECTION & SHIPMENT

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

The sold lots marked with a
special symbol W will be available
for collection from Bonhams
warehouse as from 9.30am on
Monday 13 October 2014.

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

All sold lots not marked W will
remain in Collections at Bonhams
Knightsbridge for a period of not
less than 14 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 Thursday 23 October 2014.

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

HANDLING & STORAGE CHARGES

For sold lots marked with a
special symbol W removed to
Bonhams Park Royal warehouse
transfer and storage charges will
commence on Friday 24 October
2014.

The charges levied by Bonhams
are as follows:

Paintings and Frames marked
with W

Transfer per lot	£20.00
Daily storage per lot	£3.40

All other paintings and frames

Transfer per lot	£10.00
Daily storage per lot	£1.70

All the above charges are
exclusive of VAT

HANDLING & STORAGE PAYMENT

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

PAYMENT IN ADVANCE

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

PAYMENT AT TIME OF COLLECTION

By credit card / debit card

IMPORTANT NOTICE

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

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

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

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

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

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

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

Marine Works of Art

Lots 1 – 44





1

1

A REPLICA TRAVERS BOARD

13x7.5x1ins.(33x19x2.5cm)

£300 - 500

€380 - 630



2

2*

AUSTRALIAN INTEREST. A BOXWOOD NAVIGATIONAL RULE BY CARY, LADY OF ST KILDA

stamped *Lady of St. Kilda Yacht, T.D.A. 1837, Cary London*, and marked on both sides with linear and non-linear scales and compass points, stamped on one side *These letters shew the bearing of the scale when the compass lines are applied to a meridian on the chart* and below *These letters shew the same when the lines are applied to a parallel or latitude. 24ins.(61cm)long.*

£200 - 300

€250 - 380



3

3

A JEREMIAH WATKINS BRASS SEXTANT, ENGLISH, EARLY 19TH CENTURY

by *Jeremiah Watkins, Charing Cross, London*. Reading from -5 to 140 degrees on the brass scale, the index arm with magnifying lens and vernier to 20 seconds. Fitted with a fixed focus, cross-hair telescope, three sun and horizon shades. 7 1/2in (19cm) radius

£300 - 500

€380 - 630



4

4

A BRASS SEXTANT ENGLISH, LATE 19TH CENTURY,

Numbered 2488 on the arc and reading from -5 to 150 degrees on the silvered scale. The index arm, with magnifying lens and glass diffuser, fitted with a vernier reading to 10 seconds. Fitted with three horizon and four sun shades. In a mahogany carrying case with a rack focused inverting scope, star scope and sight tubes, and three dark lenses. With a test certificate by Hughes and Son, London, dated July 1949. 6 1/2in (16.5cm) radius

£300 - 500

€380 - 630



5

5

A PRESENTATION SHIP'S TELL-TALE COMPASS

In traditional form, the frame in German silver with gimbal crucifix mount and enamel shields. Engraved glass dome with dry card compass.

In a red leather, kid lined presentation case with base mirror and enamelled silver plaque inscribed: *Dem Kommandierenden Admiral der Marinestation der Ostsee Admiral Albrecht in Kameradschaftlicher verbundenheit und dankebarer erinnerung der Oberburgermeister der Kriegsmarinestadt Keil 1. Oktober 1932-31 Oktober 1938* The case, 10x10x16ins.(25x25x41cm)

£1,500 - 2,000

€1,900 - 2,500

6

A LARGE DANISH SHIP'S TELLTALE COMPASS

metal body in the form of a crown, with crucifix and orb suspension ring. Domed glass inscribed *Capt. Marinus Nielous Haabet af Horsens*. Printed dry compass card inscribed *Iver Jensen Borger i Kiobenhavn*. The compass; 7ins.(18cm)diam.

£1,500 - 2,500

€1,900 - 3,100

6A

A DANISH SHIP'S TELL-TALE COMPASS

cast metal body, the rim decorated with crown and animals and a dolphin suspension ring. Domed glass, engraved *Dorothea Sonderburg*. Colour printed dry card, inscribed *Nicolaes Pinnich Altona 1766*. The compass; 5ins.(13cm)diam.

£1,500 - 2,000

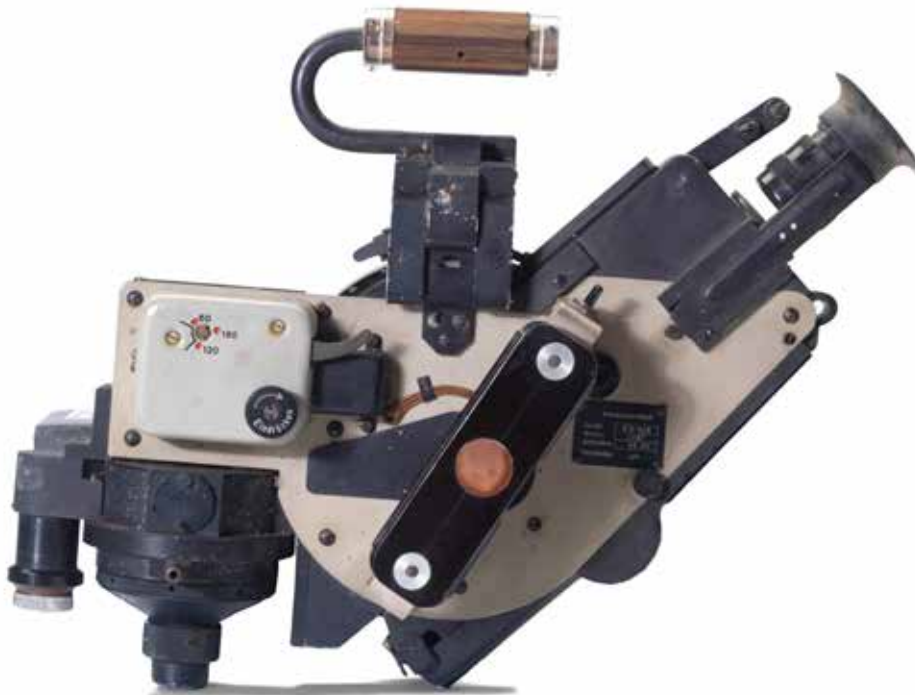
€1,900 - 2,500



6



6A



7

7

A SEEKREISELSEXTANT U BOAT BUBBLE SEXTANT

by Plath, Hamburg, c.1943. Model SKS-2D, bearing the instrument number 2035. Alloy body, with Bakelite wheel and grip and an air-driven gyroscope. Reading from 0-80 degrees in 30 minute intervals on the main wheel and with a vernier to 1 minute of arc. In a fitted wooden carrying case, with spare light bulbs, batteries, four filters, strap and carrying handle. Stamped "JB" and "Deutsches Seewarte". Instructions (in German) pasted inside the lid.
17x13.5x6.5ins(43x34x16cm)

£500 - 700

€630 - 870

An interesting example of an early Marine bubble sextant.

The principle of the Bubble artificial horizon for Air Navigators was expounded by Portuguese Admiral Coutinho in 1919, and the first example produced by the Royal Aircraft Establishment in the same year. Bubble sextants were in common use for aircraft by the start of WW2 and in 1939 the German instrument maker Plath designed their SOLD bubble sextant for the Luftwaffe. In 1943 they developed the SKS marine version for Submarines, where the bubble horizon was stabilised by a gyroscope rotated by compressed air. This instrument could also be used conventionally as a normal sextant in appropriate conditions. Over 21,000 of both versions were built by the end of the war.

The National Maritime Museum has several examples of the Air and Marine versions in their collection.



7



8

8^Y Φ

A TWO DAY MARINE CHRONOMETER

by Morris Tobias, London. Numbered 262 on the silvered 3.5ins(9cm) dial, with Roman numerals and subsidiary seconds and state of wind dials. Fusee movement with Earnshaw type escapement. Mounted on a lockable gimbal in a polished mahogany case with ratchet winding key, deck window and brass carrying handles. 6.5x6.5x6.5ins(17x17x17cm)

£1,500 - 2,500

€1,900 - 3,100

9^W

A GIMBALLED SHIP'S BAROMETER,

by Pyefinch, London. Mahogany case with glass door and silvered scale reading from 27-31ins., fitted with sliding vernier. A circular aneroid barometer above. The brass reservoir inscribed: *HMS Newcastle-on-Tyne 1832, broken up 1859 (sic)*. 39.5ins.(100cm)long.

£1,000 - 1,500

€1,200 - 1,900

Henry Pyefinch, instrument maker worked 1763-1790 at 45-67 Cornhill London.

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

HMS Newcastle was actually a 50 gun fourth Rate Frigate, built as a spar deck Frigate to counter the threat of the newer American frigates during the War of 1812. Constructed at Blackwall by Wigrams and launched in 1813, *Newcastle* and her sister ship *Leander* were quickly built in softwood and operated successfully in the Squadrons pursuing the American vessels during the War. She then served as the Flagship on the North American Station until 1822, after which she was employed as a Lazarette in England until sold for breaking in 1850.



9

10



10

A PRESENTATION CASE OF TELEGRAPH CABLES, ENGLISH, CIRCA 1878,

the mahogany display case with glazed lid, velvet lined and mounted with nine lengths of telegraph cables and nine cross sections of cables, the silver plaque engraved *Eastern Submarine Cable Company, Duplicate cable from Suez to Bombay 1876-7 length 3500 nautical miles Suez to Aden total 1516 miles Aden to Bombay total 1984 nautical miles. Presented to Captain W L Searle, Master Attendant Bombay by the Telegraph Construction & Maintenance Company, London, 24in (61cm) wide*

£600 - 900

€750 - 1,100

11



11

A PAIR OF TELESCOPES;

A single draw, 1.25ins.(3cm)diam, brass body telescope, with nickel-silver sun shade and draw tube. The shade engraved *French Prize Mr.J.F.Knox HMS Britannia 1890*. Together with a three draw, 1ins. (2.5cm)diam, brass telescope, with wood veneer body and brass dust cap. 2

£200 - 300

€250 - 380

HMS *Britannia* was a 121 gun screw ship of the Line, launched as HMS *Prince of Wales* in 1860. She was transferred in 1869 to the Royal Naval Training base at Dartmouth and renamed, serving as the Naval Officer's training ship until sold for breaking in 1916.

11A

A SHIP'S TRIPLE BLOCK AND A MOUNTED SECTION OF UNDERSEA ELECTRICAL CABLE

the oak block with three hardwood pulley wheels in metal mount with section of rope; the cable mounted in brass casing with glazed top, inscribed on the rim *.5 SqIn. Gas filled Cross Channel Cable WT Glover & Co.Ltd. 1953 the cable, 4ins(10cm)diam. (2)*

£300 - 400

€380 - 500

11A





12

12^W

A SECTION OF CARVED STERN BOARD, BY REPUTE FROM THE *SAN JOSEF* 1797,

carved pine, with polychrome decoration of a prize of arms beneath a Crown and a scroll top border with two painted metal plaques, inscribed *San, Josef* between a painted spear. 34x15x2ins(86x38x5cm)

£1,000 - 1,500

€1,200 - 1,900

Provenance: Originally sourced from Devonport Dockyard.

The 114 gun 1st Rate Spanish battleship *San Jose* was captured by Nelson at the Battle of Cape St Vincent on February 14th 1797. Taken into the Royal Navy as HMS *San Josef*, she served in the Home fleet until she became the Gunnery Training vessel at Devonport in 1839. She was broken up there in 1849.

13

A 19TH CENTURY CASED SHIP LAUNCHING SET

comprising a mallet and chisel, with carved foliate handles, the chisel blade very indistinctly inscribed *HMS A... Chatham Feb 10th 89*. In a carved oak casket inscribed *Souvenir* on the lid. 16x12x8ins. (41x30x20cm)

£500 - 700

€630 - 870



13



14

14

A COLLECTION OF SUNDERLAND NAUTICAL LUSTRE WARE

comprising: a pair of large tankards, both transfer printed with the sentiment *The Sailor's Tear* and one *The Mariner's compass*, the other *Mariner's Arms*. With lustre banded decoration. Each 5ins.(13cm) high. Together with a large punchbowl, transfer printed with various sentiments and views including the iron bridge over the River Wear, with lustre banded decoration. 10ins.(25cm)diam. (3)

£600 - 800

€750 - 1,000



15

15*

A DANISH PORCELAIN "ELSINORE" SHIP PORTRAIT BOWL

Depicting on each side of the bowl an English three masted Barque in a gilded cartouche, with gold banding and flower decoration. The interior with a decorative spray of flowers. 11ins.(28cm)diam.

£600 - 900

€750 - 1,100

In the 19th century it was common practice for agents at the port of Helsingor, or Elsinore, to commission portrait bowls which were given as gifts to visiting ship's Captains, perhaps as an incentive to use their services.

The additional decoration of flowers inside the bowl is unusual, perhaps this was intended as a gift for the Captain's wife.



16

16

A LATE 19TH/EARLY 20TH CENTURY DOUBLE SAILOR'S SHELL VALENTINE,

with octagonal mahogany and pinewood case, the left side having an arrangement of coloured shells and a crab shell formed around a heart, the right side an arrangement with the legend *Remember Me* picked out. 9x9x2ins.(23x23x5cm)

£600 - 800

€750 - 1,000

17^W

**A SMALL FINELY CARVED SHIP'S
FIGURE HEAD,**

possibly American, late 19th century.
Depicting a female figure with ringlet hair and
dressed in 19th century costume, with lace
collar and floral bodice, on a leaved pedestal.
Cleaned and polished, with traces of residual
paint. 35ins.(89cm)high.

£3,000 - 4,000

€3,700 - 5,000





18

18

A US PRESIDENTIAL PRESENTATION GOLD HUNTER POCKET WATCH,

by Appleton Tracey & Co. Waltham, Massachusetts. Stamped 14k, but not hallmarked, numbered on the movement 5515776. White enamel face with Roman numerals and separate seconds dial. Engine turned case, inscribed on the dust cover; *From the President of the United States to Captain John Joseph Proud of the British "SS Sutherland" for his humane services in effecting the rescue of the crew of the American Schooner "Peter H Crowell" November 11, 1893.*

£2,000 - 2,500

€2,500 - 3,100

Presented by Grover Cleveland, 24th President of the United States.

The schooner *Peter H Cowell* 1873, owned by the shipping Line of the same name, left Norfolk Virginia, on the 3rd November 1893 for the Fall River with a cargo of coal. Encountering bad weather from the first, by the 8th she was in a serious condition with five feet of water in the hold. On November the 11th, she was seen by the British steamship *Sutherland*, on passage from Charleston to Bremen, 13 miles off Brodie Island with her decks swept, sails lost and all boats missing. Captain Proud brought his ship alongside and rescued Captain MacDonald and his six crew by means of lines, then landed them safely at Norfolk on the 13th.

19

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)

£600 - 800

€750 - 1,000



19



20

20

A POSTCARD FROM HAROLD G. LOWE, 5TH OFFICER, S.S. TITANIC

The cover entitled *An Irish Greeting*, with harp and shamrock border, addressed to Nurse Robinson, Moorcliffe Hospital, Sydney, Australia. Signed obliquely H.G.Lowe, 5th Officer, SS Titanic, Southampton Eng. Postmarked Southampton 8.45pm April 4 1912.

£6,000 - 8,000
€7,500 - 10,000

Welshman Harold Lowe ran away to sea at the age of 14. Starting as a ship's boy, he rose through the ranks and having gained his Master's certificate joined White Star in 1911. After serving on the *Belgic* and *Tropic*, he joined the newly constructed *Titanic* as 5th Officer, at Belfast on March 27th 1912 for her delivery voyage to Southampton. It is likely that he acquired the humorous postcard whilst in Belfast, and it was posted on his arrival in the UK. Lowe survived the disaster in command of Lifeboat 14 and was subsequently rescued by the *Carpathia* to be landed at New York, testifying at the Court of Inquiry into the loss. He Served in the RNR during WW1, latterly rejoining the White Star Line after hostilities and died in 1944. It is not known his connection with Nurse Robinson, who was later a Sister at the Garrison Hospital in Sydney during the War.



21

21

A 19TH CENTURY MARQUETRY SEWING BOX AMERICA'S CUP INTEREST

the lid bearing a depiction of the schooners *Columbia* and *Livonia* sailing off the Sandy Hook lightship, with paddle steamers in attendance, within a decorative border. The front decorated with crossed Red and White ensigns. The interior lined with red velvet and pasted paper decoration, having a top layer with four open compartments and five lidded, each fitted with bone finials, and a red velvet pin cushion. *13x8.5x5ins(33x21.5x14cm)*

£600 - 800
€750 - 1,000

After unsuccessfully challenging the Americans for the *America's Cup* in 1868, James Ashbury commissioned Michael Ratsay to design a new schooner, based on the lines of the American *Sappho*. Launched in 1871, as was usual she was sailed across the Atlantic to take part in the Challenge races. Initially there was disagreement about the terms of the challenge, which was eventually resolved so that the first yacht to win four races would be the winner.

Livonia was met by the American defender, Franklin Osgood's *Columbia*, who won the first two races, although Ashbury contested the decision on the second race. *Livonia* went on to win the third, and *Columbia* was damaged, so she was replaced by *Sappho* which continued the challenge by winning two further races. Ashbury refused to accept the American victory, on the grounds that they had only won three races, and not with the same vessel. He continued to come to the race course and then claimed the cup by default, when no challenger appeared. He was not given the Trophy, and returned to England embittered.

21A

A MARQUETRY WRITING SLOPE, HMS CAPTAIN

The lid with polychrome marquetry inlay of the steam battleship HMS *Captain* at sea off a signal station, with decorative border. The interior with fold-out slope covered in blue velvet, and interior boxes and drawers with ivory buttons. *15x10x6ins.(38x25x15cm)*

£500 - 700
€630 - 870

A memento of a notorious disaster.

During the Crimean War, Cowper Coles, an engineer, developed a revolving turret for ships, which met with some success. Commissioned by the Admiralty to work with the Constructors to design an ocean-going version, he produced designs to a single and double turret ship, which the Admiralty finally decided not to build. Stung by this rejection, Coles lobbied Parliament and was finally allowed to commission his design from a private builder. HMS *Captain* was built by Laird's at Birkenhead and was launched in 1869. Undergoing her sea trials with the Channel Fleet, on September 6th 1870 she was caught in a severe gale off Cape Finisterre and capsized with the loss of 480 men, including Cowper Coles. The subsequent enquiry determined that the design, with low freeboard and three square rigged masts, was inherently unstable.

22^{Y Φ}

A MARINE MARQUETRY WORK BOX

timber construction, with burr Walnut veneer, decorated on the top and sides with marquetry marine scenes; the lid with an British Clipper approaching the Pilot, the front with a steam liner off a coast, the sides with French and Dutch sailing ships. Fitted with a removable tray having lidded boxes and velvet pin cushions. *13x9x5.5ins.(33x23x14cm)*

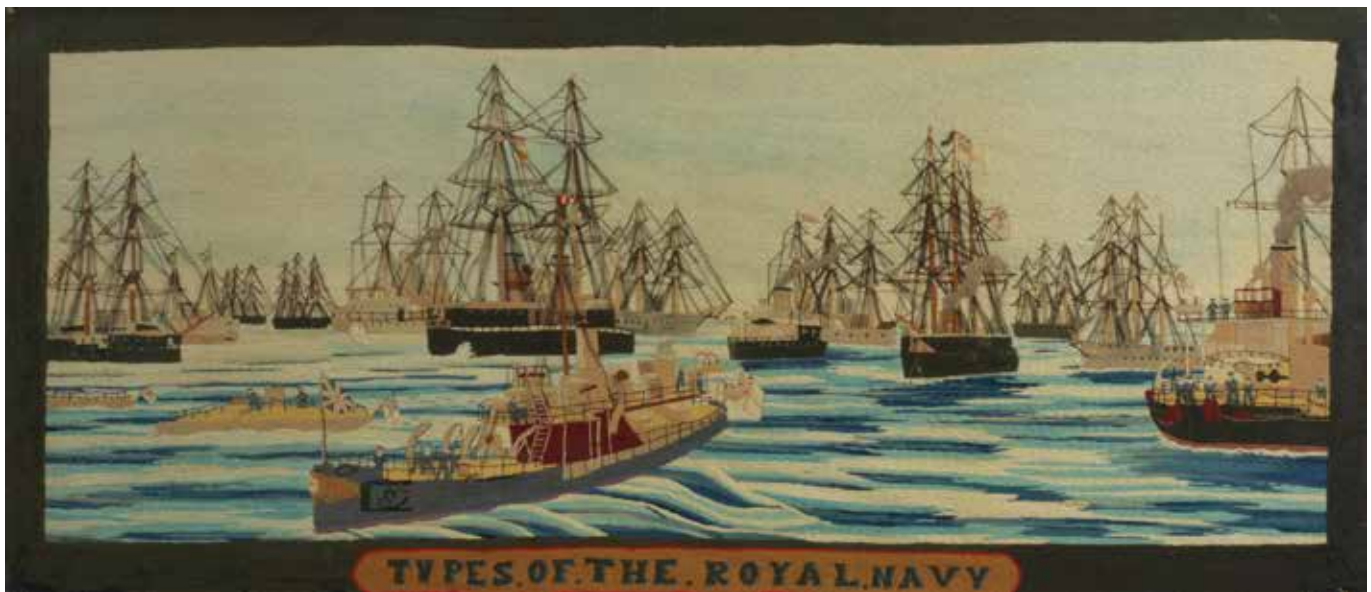
£500 - 700
€630 - 870



21A



22



23

23

A LARGE SAILOR'S WOOLWORK PICTURE, TYPES OF THE ROYAL NAVY

Depicting in the foreground a Torpedo Boat and a Torpedo boat destroyer, together with 13 auxiliary warships of the Black Battlefleet. 18x41.5ins(46x106cm)framed.

£1,000 - 1,500

€1,200 - 1,900

24

A 19TH CENTURY SAILOR'S WOOLWORK SHIP PICTURE

depicting H.M.S. *Cumberland* under reduced sail in stormy seas, with a cutter alongside. 16x20.5ins(41x52cm)framed.

£500 - 700

€630 - 870

HMS *Cumberland* was a 70 gun, Third Rate built at Chatham in 1842. After serving in the Crimea, she was converted to a training ship and was destroyed by fire in 1889.

25

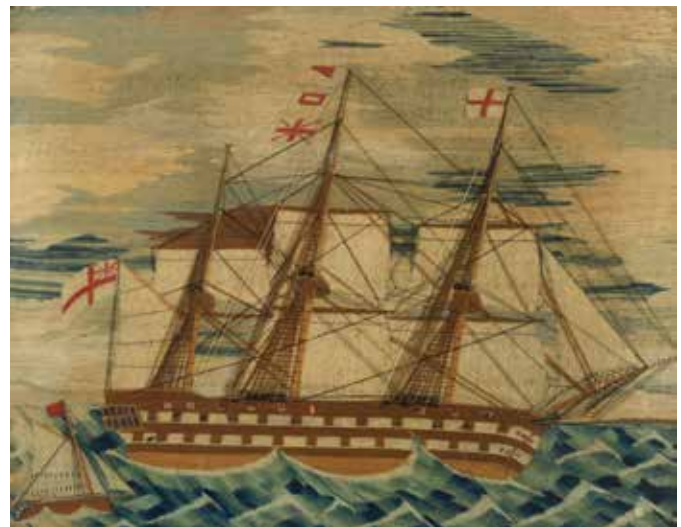
A 19TH CENTURY SAILOR'S WOOLWORK SHIP PICTURE

depicting H.M.S. *Wolverine*, within a glazed burr maple frame 15x21.7ins(38x55cm)framed.

£500 - 700

€630 - 870

The vessel depicted does not bear any actual resemblance to the two HMS *Wolverine* of the mid-late 19th century.



24



25



26



27

26^Y

A DECORATED WHALE'S TOOTH

with scrimshaw engraving depicting the Ship *South Seaman* and the American Barque *Belle* framing a rope cartouche inscribed *Edmund Allen* owner and flanked by a pair of anchors. Each end with foliate border and signed at the root 1857 N.B. 6.2ins(16cm)long.

£700 - 900
€870 - 1,100

27^Y

A DECORATED WHALE'S TOOTH

depicting on one side a three mast whaling barque, with whale boat towing a whale, and on the other side a lady nursing an infant. 5ins. (12.5cm)long.

£500 - 700
€630 - 870

27A

A WATERLINE MODEL OF THE MERCHANT SALING SHIP "GLENARIFF", ENGLISH, CIRCA 1900,

the diorama with three masted vessel with fully set sails on simulated sea in glazed oak case, 26ins (66cm) long.

£300 - 500
€380 - 630



28

28

A NAPOLEONIC PRISONER OF WAR SPINNING JENNY BONE AUTOMATA

on two straw work platforms, mounted onto turned bone pillars with carved feet and turned finials. The lower level with pierced frame, central wheel and two supporting cog wheels, driving figures on the upper level. A pair of polychrome supporting male figures and dogs to the front and a pair of ladies to the rear. The upper level, with carved and pierced spinning wheel, a central, seated lady with distaff alongside a seated male fiddler, with a pair dancing to one side and a lady holding a skein on the other. A manuscript inked label beneath inscribed *This toy came from Aberford 1916 it was made by French prisoners of war from bones.* 5x2.3x7ins. (13x5.5x18cm)

£4,000 - 6,000

€5,000 - 7,500

Provenance: by repute from Elston Hall, Nottinghamshire, home of Erasmus Darwin, Charles Darwin's grandfather and thence by descent.



29

29

A SOLID SILVER PRIZE MEMORIAL TROPHY, M.C.PILKINGTON.

In Rose bowl form, with foliate foot ring and decorated with inset Prize Medals from the rowing career of M.C.Pilkington, Eton and Oxford. The medals; Revd. Hales House Fours 1891, Trial Eights 1892, Eton College. O.U.B.C Trial Eights 1892, College fours, 1893, Head of the river 1893, 1894, 1895, Magdalen College. Oxford v Cambridge Boat Race Putney Medal 1893, 1894, 1895. Henley Grand Challenge Cup 1894, Leander. The base inscribed *MCP Sept. 1st. 1897 Hallmarked London 1897. 9ins. (23cm) diam. 1610gms* Together with a pewter prize tankard, Junior Pulling, and a bronze medal, House Fours 1892, Eton College. With a presentation mounted photograph, Magdalen College, Head of the river 1893. (4)

£600 - 800

€750 - 1,000

M.C.Pilkington rowed in three consecutive winning Oxford Boat Race Crews; the first in 1893 as a freshman of only 11st 11lb, he stroked the winning crew to a record time not surpassed until 1900. The second a year later, moved to the No.2 station and having beefed up to 12st 4lb defeated Cambridge by 3 1/4 lengths, the exhausted Cambridge crew having failed to cross the finish. Finally in 1894 in the same station, beating Cambridge by 2 1/4 lengths. He was in the winning Grand Challenge Cup crew for Leander in 1894, beating Thames Rowing Club in the final by 1/2 length. His Magdalen colleague and fellow crew member in the 1893 Boat Race V Nickalls, was second in the Diamond Sculls.

30^W

A COLLECTION OF ETON PRIZE OARS, S.M.PILKINGTON.

Henley Royal Regatta, Ladies Challenge Plate 1926, No.6, House Fours 1927, No.3, School Pulling 1927, No.3, and another indistinct. (4)

£500 - 700

€630 - 870

30A

A COLLECTION OF ROWING TROPHIES AND MEDALS, S.M.PILKINGTON.

Comprising a plated silver trophy, *Junior Pulling, Eton 1925*, a small plated trophy cup *3rd in Novice Pulling 1924* and a collection of prize medals; House Fours 1926/1927, Trial Eights 1926/1927, School Pulling 1927, Wet bobs/Dry bobs Tug of War. Together with a collection of rowing photographs; (6) (14)

£500 - 700

€630 - 870

31

A PAIR OF SILVER PRIZE PRESENTATION OARS, HMS HOOD

Inscribed on the blades; *Hood 1935 All Corners Whaler 1st. J.G.Mackie, Cpl. and Hood 1935 R.M.Whaler 1st. J.G.Mackie, Cpl* Both by NAAFI, hallmarked 1934. *8ins. (20cm) long each.* Together with a framed photograph of HMS Hood by Wright and Logan, Portsmouth. *7x11.5ins. (18x29cm)* (3)

£500 - 700

€630 - 870

The annual Fleet Regatta was held at Scapa flow in 1935. HMS Hood was the most successful vessel, winning the coveted "Cock" Trophy. In total she won 18 Firsts, 6 second and 5 third places, her crews pocketing over £70 in prize money. Hood beat HMS Rodney into second place for both these two Whaler races.



32

32

AN ORIGINAL COMPRESSOR STATOR BLADE FROM DONALD CAMPBELL'S BLUEBIRD K7

Taken from the Bristol Siddeley Orpheus turbo jet engine powering the vessel. Mounted onto a stone slab, with an engraved silver plaque. Together with a letter of authenticity from Don Wales, Donald Campbell's nephew. The blade; 4.4ins.(11cm)high.

£1,000 - 1,500

€1,200 - 1,900

To be sold on behalf of **Veterans Aid**.

On the morning of January 4th 1967 Donald Campbell had already completed his first run on Coniston Water, reaching a speed of 297mph. Campbell made his return run without refuelling, whilst the water surface was still rather disturbed. Just short of the end of the timed run, whilst travelling at an estimated 320mph, *Bluebird* left the water, somersaulted and crashed into the lake. Campbell was killed instantly and the boat sank to the bottom.

Divers located the wreck but Campbell's body was not found. The family decided to leave it in situ, as had been requested in his will.

However, in 2001 the wreck was rediscovered and it was decided to raise the wreck to preserve it from treasure hunters. Donald Campbell's body was also found and was interred in Coniston cemetery.

The wreck has since been undergoing painstaking restoration by the diving team in Newcastle and it is hoped to be afloat again by 2015, with a replacement engine. During the conservation process, several stator blades, including this one, were found within the mud filling the hull.

33^W

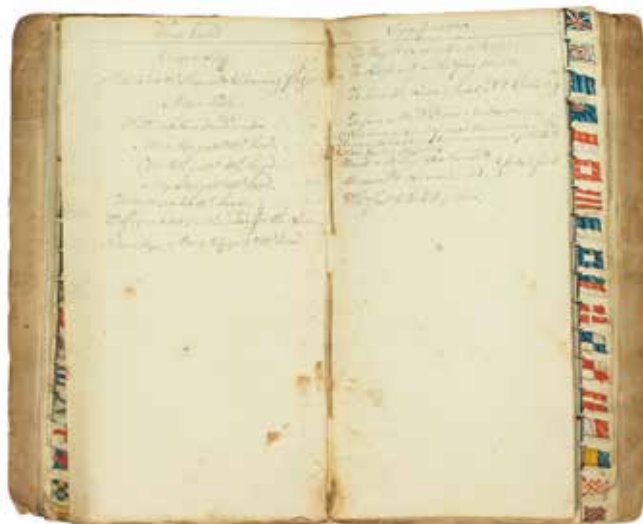
A DIORAMA WATERLINE MODEL OF THE PADDLE STEAMER PRINCESS ALICE

hull from solid timber, painted black to the waterline and pink below, with gilt gunwale and rails. Varnished decks, with white paddle boxes and varnished superstructure. Open bridge and scale figures of crew. Set on a moulded, painted paper sea against a painted riverside backdrop, with an engraved label *Model of the PS Princess Alice sunk in the river Thames Total loss of life 650 September 1878, the case 45x17x8ins(114x43x20cm)*.

£500 - 700

€630 - 870

The paddle excursion steamer *Princess Alice* launched in 1865, was the unfortunate subject of one of the worst maritime disasters on the Thames. Owned by the Woolwich Steam Packet Company, she made regular excursions from London Bridge to Gravesend and back, carrying hundreds of Londoners to Rosherville Pleasure Gardens. On the evening of September 3rd 1878 she was returning from a "moonlight trip" to Gravesend when she was in collision with the collier *Bywell Castle* in Gallions Reach near Woolwich. The paddle steamer was cut in two by the collier and sank in less than four minutes. Of the 700 passengers on board, over 640 perished in the polluted waters of the Thames, many of whom were never identified.



34

34

A MANUSCRIPT GEORGIAN NAVAL SIGNALS HANDBOOK

On laid paper, bearing "GR" and Britannia watermarks, stitch bound as an indexed book from the centre to front and back. Each leaf bearing a watercoloured flag index marker and manuscript annotation as to meaning and position of hoist. Bound in a stiffened paper cover. 42pp. 8x5ins(20x13cm)

£1,000 - 1,500

€1,200 - 1,900

Although Naval signalling has an ancient history, systematic codes of signals did not gain popularity until the 18th century. The earliest signal book in the National collection at Greenwich is dated 1711 and it is recorded that Admiral Rodney employed signal codes in 1782. The first Admiralty standardised code dates from 1799, following Lord Howe's numerical code of 1790. This code book, almost certainly an officer's personal copy, bears as one signal the Royal Standard of 1714-1800, which would place it as one of the codes deployed in the second half of the eighteenth century.

Personal code books were frowned on officially, because of the risks of capture by the enemy.

35

AN EIGHTEENTH CENTURY MARITIME FLAG BOOK,

A New Book of the FLAGS that are to be found at SEA in all parts of the WORLD. Hand tinted engravings of various flags, jacks and pennants for European and other nations. Printed and sold by W.Tringham, No 36 Hosier Lane, West Smithfield. 40pp. 6x3ins.(15x7.5cm)

£600 - 800

€750 - 1,000

An early example of a flag recognition book, for the use of seafarers. Identities of various flags locate this to the first half of the eighteenth century. Only one other example of this work has been located, in the Cambridge University Library, although of course there may be others. Re-bound with new leather covered board covers and gilt title.

35A

A PERSONAL PHOTO AND MEMORABILIA ALBUM OF LT. COMMANDER P.L.BANCROFT, R.N. NEW ZEALAND STATION 1923-26

In faux crocodile covers, and comprising some 480 individual photographs cover his service on the New Zealand Station, including images of Tonga, Samoa, Fiji, Russell Island, Tahiti and Pitcairn, plus records of his voyages to and from the UK and various memorabilia items pasted in.

Notable amongst the images from Pitcairn Island is the portrait of Christian, a descendant of Fletcher Christian, original *Bounty* mutineer. 100pp. 11x15ins.(28x38cm)

£500 - 600

€630 - 750



35



35A



36

36

YACHTING III A PORTFOLIO OF ORIGINAL LATE 19TH CENTURY YACHTING PHOTOGRAPHS,

including work by Alfred John West (1857-1937) of Gosport and Southsea, Symonds of Portsmouth and Adamson of Rothesay. Generally albumen prints 9x11ins(23x28cm) most with blind stamped signatures and identified with manuscript or pasted labels. Mounted onto individual boards approximately 12x15ins.(30x38cm). 33 boards with 35 prints. In a blue leather slip case. 13.5x17x2.5ins.(34x43x6.5cm)

£2,000 - 3,000

€2,500 - 3,700

Provenance:

From the collection of Johan Vincent Wentzel (1865-1919) a prominent Hamburg estate agent.

Alfred West, together with his brother George was one of the early pioneers of yachting photography, working initially from Gosport and latterly Southsea. He recorded many of the craft to be seen in the Solent during the great age of Yachting. He subsequently moved into motion pictures and made a notable film of the famous steam yacht *Turbinia*. His still photograph collection was sold to Beken of Cowes in 1913.

Yachts depicted include: *Britannia*, *Aline*, *Valkyrie*, *Shamrock I*, *Shamrock II*, *Meteor I*, *Wendur* & *Galatea*.

37

BEKEN AND SON, COWES. A LARGE SEPIA PHOTOGRAPH

depicting *Britannia* leading the large class, with *White Heather*, *Westward*, *Lulworth*, *Shamrock* in attendance. Signed and numbered 12375. 16.5x22.5ins(42x57cm)framed.

£300 - 500

€380 - 630



37



38



40



39



41

38^W

FLIRT AN EARLY 20TH CENTURY STRAIGHT LINE POND YACHT

Hull of hollowed timber, painted black to the waterline and green below, with a long, lead ballasted fin keel. Varnished wooden deck and spars, with ketch rig. On a stand. 58x6x41ins.(147x15x104cm)

£600 - 800

€750 - 1,000

39^W

DAPHNE 10R/133 A 10 RATER POND YACHT

Hull of timber, plank on frame, painted blue to the waterline and red below, with a gold boot top. Lead ballasted fin keel and integral rudder with Braine type steering gear. Varnished timber deck with inscribed plank lines and square hatch to access interior. Wooden spars and cotton sails. Includes four spare sails and canvas carrying bag. On a stand. 63x12.5x85ins.(160x32x216cm)

£600 - 800

€750 - 1,000

40^W

A OWNER'S MODEL POND YACHT

Hull of solid timber, painted white to the waterline and blue below, with a keel-hung rudder linked to wheel steering. Varnished timber deck with detailed skylight, hatches and companionway. Wooden spars and cotton sails, on a stand. 24x6x45ins.(61x15x114cm)

£500 - 700

€630 - 870

41^W

STELLA A LARGE POND YACHT

Hull of hollowed bread and butter construction timber, painted white to the waterline and green below, with lead ballasted fin keel and separate skeg hung rudder with Braine type steering gear. Varnished timber deck, wooden spars and cotton sails. On a stand. 55x12x73ins.(139x30x185cm)

£500 - 700

€630 - 870

Although this yacht carries the main sail of a 10 Rater, it is though unlikely that this boat was built for that class.



42



42A

42^W

A FINE WATERLINE BUILDER'S STYLE MODEL OF THE LAKES STEAMER MV SWAN 1938

hull of solid timber, painted white to the waterline, and green below with painted draft marks on the bow. Open guardrails and stanchions, with varnish wooden capping, fitted with life rings. Laid timber decks and white superstructure. Open bridge with wheel and binnacle, fitted with slatted bench passenger seating on the open decks and armchairs in the saloon. The model: *34ins.(88cm)long*. Set on a glass sea, in a glazed mahogany display case, with internal illumination. *41x17.5x12ins.(104x44x30cm)*

£4,000 - 6,000
€5,000 - 7,500

The MV *Swan* was commissioned from Vickers of Barrow by the LMS Railway in 1938, to replace an earlier lakes steamer of the same name. Built in sections, she was transported to Lakeside by rail and assembled on site. She is still in passenger service today. This model is believed to have been built by Vickers for LMS. Illuminated models are typical of Railway vessels of the period.

42A

A HALF MODEL OF THE TUG GAMECOCK 1883

built to a scale of 3/8in to 1ft. solid timber hull, painted black to the waterline and varnished below with a varnished gunwale. Detailed wheelhouse, skylights and companionway with stub masts and funnel. On a green painted backboard with a gilded label for Forrest & Son, London. *42x15.5x5ins.(107x39x12.5cm)*

£700 - 900
€870 - 1,100

Gamecock(2) built by Forrest & Son, Millwall in 1883 for the Gamecock Steam Towing Company Limited, founded in 1880. She was requisitioned in 1914 by the Navy as an examination vessel, and subsequently sold to Fowey. She was scrapped at Plymouth in 1947.



43



44

43^W

A CASED BUILDER'S MODEL OF THE MS *MARTHA BAKKE* 1960

Hull of solid timber, painted black to the waterline and maroon below, with bilge keels and single four blade propeller. Painted draft marks at bow and stern and accommodation ladder slung over both sides. Grey painted decks and white superstructure, detailed fittings include anchors, cable and windlass, cargo derricks and winches, ship's boats on davits. Mounted on posts in an acrylic display case, with an engraved Builder's plaque for Aktiebolaget Gotaverken AB, Gothenburg. 55.5x10x19.5ins(141x25x50cm)

£4,000 - 5,000

€5,000 - 6,200

The MV *Martha Bakke* was built for the Knut Knutsen Line of Norway as a general cargo ship. She was converted to a part-container ship in the 1980's and was finally broken up in 1985.

44^W

A BUILDERS' STYLE MODEL OF THE PASSENGER VESSEL *ROSLIN CASTLE*

hull of solid timber, painted black to the waterline and maroon below, with twin three blade brass propellers. Central white superstructure, pierced with two rows of brass portlights. Varnished laid timber decks. Detailed scale fittings include anchor windlass, ventilators, guardrails and stanchions. Open bridge with wheel, binnacle and telegraphs. Ship's boats on davits, twin funnels, passenger seating. Mounted on brass posts in a polished mahogany display case, with a brass plate for Hawthornes & Co., Leith. 60x17.5x28in(152x44x71cm)

£4,000 - 6,000

€5,000 - 7,500

Marine Paintings

Lots 45 – 138





45



46

45

CHARLES EDWARD DIXON (BRITISH, 1872-1934)

'Cowes Roads'
titled, signed and dated 'Charles Dixon 1913' (lower left)
watercolour heightened with white
26 x 37cm (10 1/4 x 14 9/16in).

£500 - 700
€630 - 870

The present lot depicts the Royal Yacht *Victoria & Albert* on station for the annual Regatta.

46

CHARLES EDWARD DIXON (BRITISH, 1872-1934)

'The Medina River'
titled, signed and dated 'Charles Dixon 1913' (lower right)
watercolour heightened with white
26 x 37cm (10 1/4 x 14 9/16in).

£500 - 700
€630 - 870

This view looking out to sea includes the Royal Yacht *Victoria & Albert III* anchored on the Roadstead. The famous Chain Ferry can just be seen emerging from behind the four funnel warship on the West Bank.



47



48

47

CHARLES EDWARD DIXON (BRITISH, 1872-1934)

'The Arrival of the King, Cowes'
titled, signed and dated 'Charles Dixon 1913' (lower left)
watercolour heightened with white
27.5 x 37cm (10 13/16 x 14 9/16in).

£500 - 700
€630 - 870

The present lot depicts the Royal Yacht *Victoria & Albert III* arriving at Cowes Roads for the annual Regatta, greeted by members of the Royal Yacht Squadron and the Royal Navy Guardship.

48

CHARLES EDWARD DIXON (BRITISH, 1872-1934)

'A Slant of 15 metre boats at Cowes'
titled, signed and dated 'Charles Dixon 1913' (lower left)
watercolour heightened with white
26 x 37cm (10 1/4 x 14 9/16in).

£500 - 700
€630 - 870

The present lot depicts four yachts of the International 15 Metre class racing at Cowes week in 1913. This class, inaugurated in 1907, saw nearly twenty yachts built in just seven years, by such designers as William Fife and Charles Nicholson. In 1913, the four yachts racing were *The Lady Ann*, *Paula III*, *Maudrey* and *Istria*.



49



50

49^{AR}

NORMAN WILKINSON (BRITISH, 1878-1971)

HMS Camperdown

signed 'Norman Wilkinson' (lower left)

watercolour heightened with white

33.5 x 52.6cm (13 3/16 x 20 11/16in).

£700 - 900

€870 - 1,100

50

CHARLES EDWARD DIXON (BRITISH, 1872-1934)

Night raid

signed and dated 'Charles Dixon 09' (lower left)

gouache

50.5 x 82.4cm (19 7/8 x 32 7/16in).

£600 - 800

€750 - 1,000



51



52

51

CHARLES JOHN DE LACY (BRITISH, 1856-1936)

Shipping on the Thames at sunset

signed 'C L de Lacy' (lower left)

oil on canvas

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

£800 - 1,200

€1,000 - 1,500

52

WILLIAM EDWARD WEBB (BRITISH, 1862-1903)

A busy harbour

signed 'W.E Webb' (lower left)

oil on canvas

40.5 x 61.5cm (15 15/16 x 24 3/16in).

£1,000 - 1,500

€1,200 - 1,900



53

53

CHARLES EDWARD DIXON (BRITISH, 1872-1934)

Tower Bridge

signed and dated 'Charles Dixon 1930' (lower left)

watercolour and gouache

50 x 74.5cm (19 11/16 x 29 5/16in).

£6,000 - 8,000

€7,500 - 10,000



54

54

JOSEPH WALTER (BRITISH, 1783-1856)

Avonmouth and the lighthouse
signed and dated 'J Walter 1847' (lower left)

oil on canvas

41 x 65cm (16 1/8 x 25 9/16in).

£6,000 - 8,000

€7,500 - 10,000



55

55

THOMAS BUTTERSWORTH (BRITISH, 1768-1828)

A naval brig pursuing another
oil on canvas

46 x 61cm (18 1/8 x 24in).

£2,000 - 3,000

€2,500 - 3,700

Provenance

with The Royal Exchange Art Gallery, 10th November 1997

Private collection, UK



56



57

56

AFTER PETER MONAMY

The shipwreck
oil on canvas
61.5 x 102cm (24 3/16 x 40 3/16in).

£1,000 - 1,500
€1,200 - 1,900

57

CIRCLE OF ROBERT SALMON (BRITISH, 1775-1845)

The Rescue, Whitehaven Quay
signed with initials and indistinctly dated 'R.S' (lower right)
oil on panel
16.5 x 23cm (6 1/2 x 9 1/16in).

£700 - 900
€870 - 1,100

DOMINIC SERRES (BRITISH 1722-1793)

'Gibraltar'

signed and dated 'D. Serres 1773', bears old label inscribed with title (to stretcher verso)

oil on canvas

46 x 63.5cm (18 1/8 x 25in).

£15,000 - 20,000**€19,000 - 25,000****Provenance**

From the family of Admiral of the Fleet Sir Graham Eden Hamond, 2nd Baronet GCB (1779-1862)

Thence by descent

LiteratureLarger version, Alan Russett, *Dominic Serres 1719-1793, War Artist to the Navy*, Woodbridge, Suffolk 2001, pp.96-97, illustrated p.99, colour plate 40.

The present lot is known to have been in the possession of Sir Graham Eden Hamond and has since been passed down through the family to the present day and arrives here fresh to the market.

A larger example of the work, dated 1771, is identified in Russett's book, *Dominic Serres 1719-1793, War Artist to the Navy*, Woodbridge, Suffolk 2001, pp.96-97, illustrated p.99, colour plate 40. as HMS *Pembroke*, flagship of Commodore Charles Proby.

It is probable that Proby (a veteran of Commodore George Anson's round the world voyage between 1740 and 1744), commissioned the work to commemorate his arrival to the Mediterranean in 1769.

During the late 18th century, Serres was a prolific naval painter chosen by many captains to document their achievements at sea. Indeed it is likely that this reputation contributed to the artist's election as a member of the council at the Royal Academy in 1773. During this time Serres received many notable marine commissions including one from the King to paint the Royal Review of the Fleet in June of the same year. It is therefore unsurprising that Proby should chose him to paint such an important piece.

The Royal Academy records for 1773 list a painting submitted by Serres described as 'A View of Gibraltar with a Squadron of English Men-of-War; in the foreground is an Algerine xcheck'.

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







59

59

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).

£8,000 - 12,000

€10,000 - 15,000



60

60

THOMAS LUNY (1759-1837)

Sailing near Teignmouth
signed and dated 'Luny 1835' (lower left)
oil on canvas
89 x 132cm (35 1/16 x 51 15/16in).

£10,000 - 15,000
€12,000 - 19,000



61

61

**ATTRIBUTED TO THOMAS BUTTERSWORTH
(BRITISH, 1768-1828)**

A pair of naval scenes depicting 'The Fight of The *Ranger*'
each bearing a plaque inscribed 'The Mahratta Fleet Admiral Anarrow
Dhoolap engaging H.M 14 gun Brig-*Ranger*, Comr. Lieu. Ashmead
Pruen. 8th April 1783'

oil on canvas
each 33 x 54.4cm (13 x 21 7/16in).
(2)

£20,000 - 30,000
€25,000 - 37,000

Provenance

Lieutenant Commander Ashmead Pruén
Thence by descent

Literature

Charles Rathbone Low, *The History of The Indian Navy*, Vol 1, p.157-161.

For similar subjects by Buttersworth, see Woodbridge, *Concise Catalogue of Oil Paintings in the National Maritime Museum*, 1988, numbers BHC1084 and BHC1085, p.110

The 12 gun brigantine *Ranger* belonged to the Hon. East India Company and was commanded by Lieutenant Commander Ashmead Pruén of the Honourable East India Company's Marine Service of Bombay East Indies. This pair of paintings portray the battle that ensued when she was attacked on the 8th April 1783, by the Mahratta Fleet, Peshwa Navy, led by Admiral Anandrao Dhulap. Comm. Pruén did his utmost to hold off the attack and was subsequently presented by the directors of The East India Company with a gold sword which, also included in the sale, succeeds the present lot.

This pair of paintings were likely a gift to, or commissioned by, Lieut. Comm. Ashmead Pruén and along with the sword have remained with Comm. Pruén's family descendants since that time and arrive here fresh to the market.

Below is a detailed account of the battle taken from Charles Rathbone Low *The History of The Indian Navy*, Vol 1, p.157-161:

"Lieutenant-Commander Pruén, was proceeding from Bombay to Calicut, for the purpose of conveying some military officers of high



61

rank to the British Army then operating in the Bednore country, among the number being Brigadier-General Norman McLeod, appointed commander in-chief in place of General Matthews, when she fell in with the Mahratta fleet, commanded by the Peishwa's Admiral, Aninid Rao Dhoolup, who, it appears, was unaware of the conclusion of peace. Though this fleet consisted of two ships, one ketch, all of superior force, and eight galivats, Lieutenant Pruen did not hesitate a moment in engaging them; he might, indeed, have soon satisfied the Mahrattas of their being no longer enemies, but allies, or, at the worst, if compelled to accompany them into the neighbouring port of Gheria, the detention would have been brief, but, sailor-like, his predilection for fighting, and his repugnance to strike his flag without having first vindicated the honour of his country, overcame all scruples and prudential considerations. The little *Ranger*, accordingly, awaited her antagonists, and the military officers armed for the impending conflict, into which they entered with a spirit not less than that which animated the ship's officers and crew.

A desperate action now ensued. First the large ships plied the little brig with their guns, to which she replied with spirit, and then the galivats were laid alongside, and it was sought to overwhelm the handful of gallant Britons by throwing on her decks as many boarders as could find foot room. But, though the enemy mustered fifteen to one, and the Mahrattas were renowned throughout India as swordsmen, the repeated

attempts were met and repulsed with a desperate tenacity of purpose that has never been surpassed in the annals of war. Numbers, however, told in the end, and, at length, the gallant little craft was carried by a united rush of hundreds of men infuriated at the prolonged resistance.

The gallant *Pruen* was dangerously wounded, "and," says Mill, "almost every man in the ship was either killed or wounded." The prize was carried into Gheria, where the Subadar and officers, disowning all knowledge of the peace, had refused to release the vessel and officers without orders from Poonah.

The *Ranger*, with Colonel McLeod and the surviving officers, arrived here on the 29th May, having been released on the 27th in too disabled and despoiled condition to make her way southward.

The Court of Directors presented Lieutenant Pruen with a valuable sword in token of their appreciation of the devoted gallantry he had displayed, and the Bombay government gave pecuniary rewards to the survivors of the crew."

We are grateful to Pieter van der Merwe, General Editor and Greenwich Curator at the National Maritime Museum, Greenwich for his assistance in cataloguing this lot.



Captain Ashmead Pruen

62

**AN 18TH CENTURY GOLD-MOUNTED PRESENTATION SWORD,
HONOURABLE EAST INDIA COMPANY**

by James Mince, London 1789/90

The hilt with urn finial, husk borders and engraved with two oval cartouches, the first with the Honourable East India Company coat of arms, the second inscribed *Gift of the East India Company to Capt. Pruen for his gallant defence of the Ranger against the Mahratta Fleet, 8th April 1783*, the forte of the blade with scroll foliate engraving, length 87.5cm.

£8,000 - 12,000
€10,000 - 15,000

Provenance

Presented to Captain Ashmead Pruen of the Honourable East India Company's Marine Service of Bombay East Indies for his defence of the *Ranger*
Thence by descent



62



63

63

JAMES EDWARD BUTTERSWORTH
(BRITISH/AMERICAN, 1817-1894)

Shipping on the Downs

signed 'J E Buttersworth' (lower right)

oil on canvas

63.5 x 76cm (25 x 29 15/16in).

£5,000 - 7,000

€6,200 - 8,700



64



65

64

J MCLACHLAN (BRITISH 19TH CENTURY)

'The *Transatlantic*, 1897'

signed and dated 'J Mclachlan 1897' (lower left)

oil on canvas

30.5 x 45.5cm (12 x 17 15/16in).

£800 - 1,200

€1,000 - 1,500

65

THE LIVERPOOL RIBBON ARTIST (BRITISH ACTIVE C.1800-1825)

A Liverpool frigate

indistinctly inscribed 'The Liverpool Frigate of (?)'

oil on canvas

61 x 90cm (24 x 35 7/16in).

£1,500 - 2,000

€1,900 - 2,500

Very little is known about the so-called Liverpool Ribbon artist (active c.1800-1825), however four further examples can be found in the National Maritime Museum, Liverpool: *Liverpool Pilot Boat (No.9)*, *Mary of Liverpool*, *Nancy of Amlwch*, and *Success to the James*.



66



67

66*

LUIGI ROBERTO (ITALIAN, 1845-1910)

'Schooner *Willing* of Jersey entering the Bay of Naples'; Schooner *Willing* reefed down in a storm, a pair the first signed, inscribed with title and dated 'L. Roberto 1892' (lower left), the second inscribed 'Willing of Jersey' (lower centre) watercolour heightened with white 40.3 x 59.7cm (15 7/8 x 23 1/2in) and 40 x 59cm (15 3/4 x 23 1/4in) respectively (2)

£1,500 - 2,000
€1,900 - 2,500

Provenance

Mr. John (Jack) le Riche, first mate on *Willing*
Thence by descent to the present owner

A topsail schooner of 99 tons, *Willing* was built at Bellot, Jersey in 1868 and owned by G.J Cantell.

67

NICHOLAS MATTHEW CONDY (BRITISH, 1818-1851)

Sailing in Pymouth Sound
bears old description label (verso)
oil on canvas
36 x 51cm (14 3/16 x 20 1/16in).

£3,000 - 5,000
€3,700 - 6,200



68



69

68*

**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).

**£2,000 - 3,000
€2,500 - 3,700**

Provenance
with Richard Green, London
Private collection, Switzerland

69

RICHARD BARNETT SPENCER (BRITISH, ACTIVE 1840-1874)

The *William Duthie*
signed 'R B Spencer' (lower left)
oil on canvas
48 x 78.5cm (18 7/8 x 30 7/8in).

**£1,500 - 2,000
€1,900 - 2,500**

William Duthie was launched May 1862 and was one of five well known wool clippers launched by Messrs Duthie during the 1860s. Each ship was named after a member of the Duthie family.

In 1872 *William Duthie* sailed to Australia in 107 days.



70

70*

WILLIAM BYGRAVE (AMERICAN, BORN 1845)

Schooner *Georgiana* leaving Messina harbour
 signed, inscribed and dated 'W. Bygraves, Messina 1858' (lower right)
 and further inscribed 'Capt Thomas Coombes' (lower left)
 oil on canvas
 55 x 82.4cm (21 5/8 x 32 7/16in).

£5,000 - 7,000

€6,200 - 8,700

Provenance

with Paul Mason Gallery, London
 Private collection, Switzerland

The 178 ton topsail schooner *Georgiana* was built in Plymouth 1849, commissioned by the Ross Brothers and registered to the Port of Liverpool.

Thomas Coombe captained *Georgiana* between 1852 and 1858, during which time her destinations included Australia, the Mediterranean and Brazil.



71



72

71

JOHN CALLOW, R.W.S. (BRITISH, 1822-1878)

Shipping in squally weather
oil on canvas
76.5 x 127cm (30 1/8 x 50in).

£1,500 - 2,500

€1,900 - 3,100

Provenance

Purchased Weiss Gallery, 10th February 1983.

72

THOMAS BUSH HARDY (BRITISH, 1842-1897)

'A Misty Morning, Scheveningen'
signed, titled and dated 'T.B Hardy 1881' (lower left)
watercolour
31 x 49cm (12 3/16 x 19 5/16in).

£1,000 - 1,500

€1,200 - 1,900



73



74

73

ALFRED HERBERT (BRITISH, ACTIVE 1843-1861)

Choppy waters near the pier
signed 'Herbert' (lower left)
watercolour and pencil with gum arabic
50.5 x 85.5cm (19 7/8 x 33 11/16in).

£800 - 1,200
€1,000 - 1,500

Provenance
with Thomas Agnews & Sons, Manchester

74

THOMAS BUSH HARDY (BRITISH, 1842-1897)

Off the Kentish Coast
signed, titled and dated 'T.B Hardy 1896' (lower right)
watercolour heightened with white
22.5 x 45.3cm (8 7/8 x 17 13/16in).

£600 - 800
€750 - 1,000



75



76

75

EMANUEL LARSEN (DANISH, 1823-1859)

Kronborg Castle
signed and dated 'Emanuel Larsen 1852' (lower right)
oil on canvas
27.5 x 42cm (10 13/16 x 16 9/16in).

£1,000 - 1,500

€1,200 - 1,900

Kronborg is a castle and Stronghold in the town of Helsingør, Denmark. Immortalized as Elsinore in William Shakespeare's play *Hamlet*, Kronborg is one of the most important Renaissance castles in Northern Europe and was added to UNESCO's World Heritage Sites list in 2000.

76

ARTHUR JOSEPH MEADOWS (BRITISH, 1843-1907)

'On the Somme Morning'
signed and dated 'Arthur J Meadows 1885' (lower left) and inscribed with title (to canvas verso)
oil on canvas
25.5 x 35.5cm (10 1/16 x 14in).

£2,000 - 3,000

€2,500 - 3,700



77



78

77

ARTHUR JOSEPH MEADOWS (BRITISH, 1843-1907)

'On the Scheldt'
signed and dated 'Arthur J Meadows 1881' (lower left)
oil on canvas
36 x 61cm (14 3/16 x 24in).

£1,500 - 2,000
€1,900 - 2,500

78

ANTONIE WALDORP (DUTCH, 1803-1866)

Dutch Galjots in an estuary
signed and dated 'A Waldorp 64' (lower left)
oil on panel
35.6 x 46.3cm (14 x 18 1/4in).

£2,000 - 3,000
€2,500 - 3,700



79

79

ALFRED MONTAGUE (BRITISH, 1832-1883)

'Fishing boats off Dordrecht'

signed and dated 'Alfred Montague 1866' (lower right), bears old exhibition label (to lower stretcher verso)

oil on canvas

76 x 122cm (29 15/16 x 48 1/16in).

£6,000 - 8,000

€7,500 - 10,000



80



81

80

VILHELM MELBYE (DANISH, 1824-1882)

Shipping off Deal
signed with initials and dated 'VM 56' (lower right)
oil on canvas
29 x 46cm (11 7/16 x 18 1/8in).

£1,000 - 1,500
€1,200 - 1,900

81

THOMAS SEWELL ROBINS (BRITISH, 1814-1880)

Approaching the landing stage in squally weather
signed with initials and dated 'TSR 63' (lower right)
watercolour heightened with white
34.7 x 54cm (13 11/16 x 21 1/4in).

£1,000 - 1,500
€1,200 - 1,900

Provenance

The collection of J & W Vokins
with Abbey Antiques and Arts, London
with Newman Fine Art, Gloucester

82*

WILLIAM LIONEL WYLLIE (BRITISH, 1851-1931)

'The Captain's Bride'

signed and dated 'W L Wyllie 1908' (lower right)

oil on canvas

100 x 83cm (39 3/8 x 32 11/16in).

£8,000 - 12,000

€10,000 - 15,000





83



84

83

JOHN WARD OF HULL (BRITISH, 1798-1849)

Sailing in choppy seas off the Yorkshire coast
initialled 'JW' (to boat lower right) and signed 'J Ward' (to panel verso)
oil on panel
14.5 x 22.5cm (5 11/16 x 8 7/8in).

£1,500 - 2,000

€1,900 - 2,500

84

SAMUEL WALTERS (BRITISH, 1811-1882)

'The Old Fisherman'
titled, signed and inscribed to label (verso)
oil on paper laid to cardboard
15.5 x 11.5cm (6 1/8 x 4 1/2in).

£1,000 - 1,500

€1,200 - 1,900

Although best known for his marine works Walters was equally competent at portraiture. Other known examples include a self portrait and another of his sister Elizabeth, see A. S. Davidson, *Samuel Walters - Marine Artist*, Coventry, 1992, illustrated p.32 and p.33.

The inscribed label reads: "3 'The Old Fisherman' S. Walters 76 Merton Road, Bootle".

After a period spent living in London between 1845 - 1847, Walters returned to his home city of Liverpool to live on Merton Lane, Bootle. The number '3' suggests that the present lot may have been a piece done for an exhibition rather than a commission, which would also have been unlikely as the sitter would probably have been unable to afford such a work.



85

85

RICHARD HENRY NIBBS (BRITISH, 1816-1893)

Anchored fishing boats in calm waters
signed and dated 'R Nibbs 1879' (lower right)
oil on canvas
81 x 122cm (31 7/8 x 48 1/16in).

£2,500 - 3,500

€3,100 - 4,400



86

86

EDWARD WILLIAM COOKE, RA (BRITISH, 1811-1880)

Looking from the lagoon towards the Giudecca
signed and dated 'E.W.Cooke. ARA. 1853' (lower left)
oil on paper laid down on canvas
28 x 44.5cm (11 x 17 1/2in).

£6,000 - 8,000
€7,500 - 10,000

Provenance

Sale, Christie's London, 2 April 1910, lot 112 as *Venice, general view of port*
Sold to Roe for 9gns
with P & D Colnaghi & Co. Ltd., Old Bond Street, 1959, no.20, ex-collection Cyril H. Ayscough
Private collection, UK
Sale, Bonhams London, 21 March 2006, lot 73, sold for £16,000

Literature

John Munday, *E.W.Cooke 1811-1880, A Man of his Time* Woodbridge, 1996, cat. no. 53/12, p.348



87

87

SALOMON CORRODI (SWISS, 1810-1892)

A view of Venice

signed, indistinctly inscribed and dated 'Sal Corrodi 1863' (lower right)

watercolour

40.5 x 59cm (15 15/16 x 23 1/4in).

£4,000 - 6,000

€5,000 - 7,500



88



89

88

ARTHUR JOSEPH MEADOWS (BRITISH, 1843-1907)

'Rye Sussex'
signed and dated 'Arthur J Meadows 1885' (lower left) and inscribed
with title (to canvas verso)
oil on canvas
25.5 x 35.5cm (10 1/16 x 14in).

£2,000 - 3,000
€2,500 - 3,700

89

RICHARD HENRY NIBBS (BRITISH, 1816-1893)

The hay barge
signed and dated 'R Nibbs 98' (lower left)
oil on canvas
61 x 91.5cm (24 x 36in).

£1,000 - 1,500
€1,200 - 1,900



90



91

90

ABRAHAM HULK (JR.) (BRITISH, 1851-1922)

Sunset on the estuary
signed 'A. Hulk' (lower right)

oil on panel
24.5 x 32.5cm (9 5/8 x 12 13/16in).

£3,000 - 5,000
€3,700 - 6,200

91

ABRAHAM HULK, SNR (DUTCH, 1813-1897)

Hauling the nets; On the coast, a pair
each signed 'A Hulk' (lower right)

oil on board
each 14.8 x 20cm (5 13/16 x 7 7/8in).
(2)

£2,000 - 3,000
€2,500 - 3,700



92

92

JOHN LYNN (BRITISH, FL. 1828-1838)

A view of Torquay Harbour looking South East from the beach in front of Torre Abbey

signed and dated 'J Lynn 1824' (lower right) and inscribed with title (on old label to frame verso)

oil on canvas

46.5 x 61cm (18 5/16 x 24in).

£3,000 - 5,000

€3,700 - 6,200



93

93

NICHOLAS MATTHEW CONDY (BRITISH, 1818-1851)

A 74 gun Ship of the Line entering Plymouth Sound
signed and dated 'M. N. Condyl 1843' (lower right)

oil on board

30.5 x 40.7cm (12 x 16in).

£3,000 - 5,000

€3,700 - 6,200

Provenance

with Parker Gallery, London



94



95

94

RICHARD HENRY NIBBS (BRITISH, 1816-1893)

Shoreham harbour

initialled and inscribed with title (to board verso)

oil on board

27 x 45cm (10 5/8 x 17 11/16in).

£1,200 - 1,800

€1,500 - 2,200

95

AUGUSTE HENRI MUSIN (BELGIAN, 1852-1920)

The Mouth of the Scheldt, Boats in Calm Waters

signed 'Auguste Musin' (lower right), signed, dated '1876'

and inscribed with title (artist's label verso)

oil on panel

41.5 x 37.5cm (16 5/16 x 14 3/4in).

£800 - 1,200

€1,000 - 1,500



96



97

96

LOUIS ETIENNE TIMMERMANS (BELGIAN, 1846-1910)

The Clam Fishers

signed 'L Timmermans' (lower right)

oil on canvas

50 x 70.4cm (19 11/16 x 27 11/16in).

£2,000 - 3,000

€2,500 - 3,700

97

RICHARD PRINCIPAL LEITCH (BRITISH, 1827-1875)

'Riff Pirates attacking a Spanish Ship by Night in a Calm'

inscribed with title (to stretcher verso)

oil on canvas

30.5 x 40.5cm (12 x 15 15/16in).

£500 - 700

€630 - 870



98

98

HENRY MOORE, RA (BRITISH, 1831-1895)

On the dunes at low tide
signed and dated 'H Moore 1869' (lower left)
oil on canvas
42 x 66cm (16 9/16 x 26in).

£3,000 - 5,000

€3,700 - 6,200



99

99

EDUARDO FEDERICO DE MARTINO (ITALIAN, 1838-1912)

Celia RYS

signed 'E De Martino' (lower left)

oil on canvas

46.7 x 38.5cm (18 3/8 x 15 3/16in).

£4,000 - 6,000

€5,000 - 7,500

The records of the Royal Yacht Squadron indicate that the 64 ton Cutter *Celia* was owned by the Right Honourable Arthur Hugh Smith-Barry, 1st Baron Barrymore MP, a prominent Irish landowner, between 1894 and 1898. He was also Admiral of the Royal Cork Yacht Club, whose unique defaced Union Flag flies at her masthead.



100



101

100

THEODORE WEBER (1838-1907)

Off the Cornish coast
signed 'Th Weber' (lower right)
oil on canvas
85.5 x 132.7cm (33 11/16 x 52 1/4in).

£3,000 - 5,000

€3,700 - 6,200

101

GUSTAVE DE BREANSKI (BRITISH, CIRCA 1856-1898)

A fishing trawler entering harbour
signed 'Gustave de Brenski' (lower left)
oil on canvas
76.5 x 126.5cm (30 1/8 x 49 13/16in).

£1,000 - 1,500

€1,200 - 1,900



102



102

102

WILLIAM EDWARD WEBB (BRITISH, 1862-1903)

Sorting the catch, Whitby; Fisherfolk on the harbour wall, a pair
both signed 'W.E. Webb' (lower left)

oil on canvas

each 47 x 67cm (18 1/2 x 26 3/8in).

(2)

£6,000 - 8,000

€7,500 - 10,000

Provenance

with Kenulf Gallery, Cheltenham, 1988



103



104

103

HERMANUS KOEKKOEK JNR. (DUTCH, 1836-1909)

Lifeboat heading for shore
signed 'H Koekkoek' (lower right)
oil on canvas
36.5 x 57.2cm (14 3/8 x 22 1/2in).

£3,000 - 5,000
€3,700 - 6,200

104

LOUIS VERBOECKHOVEN (BELGIAN, 1802-1889)

The shipwreck
signed 'Louis Verboeckhoven' (lower right)
oil on canvas
51 x 75.9cm (20 1/16 x 29 7/8in).

£1,200 - 1,800
€1,500 - 2,200



105



106

105

JOHN FAULKNER, RHA (IRISH, 1830-1888)

Arklow Pier
signed and dated 'John Faulkner 1877' (lower left)
watercolour
69 x 116cm (27 3/16 x 45 11/16in).

£2,000 - 3,000
€2,500 - 3,700

106

ALEXANDER T FRANCIA (1820-1884)

Fisherfolk on the shore
signed 'A Francia' (lower right)
oil on canvas
55 x 95cm (21 5/8 x 37 3/8in).

£1,500 - 2,000
€1,900 - 2,500



107



108

107

TERRICK JOHN WILLIAMS, RA (BRITISH, 1860-1936)

'A Fresh Breeze'

signed 'Terrick Williams' (lower left) and inscribed with title (to canvas verso)

oil on canvas

31.5 x 42cm (12 3/8 x 16 9/16in).

£2,000 - 3,000

€2,500 - 3,700

108

H REED

'The Last Trip to Osborne of Queen Victoria'

signed and dated 'H Reed Dec 24th 1902', (lower right), inscribed with title (to canvas verso)

oil on paper laid to board

35 x 65cm (13 3/4 x 25 9/16in).

£1,200 - 1,800

€1,500 - 2,200

The present lot depicts Queen Victoria's last visit to Osborne House on the Isle of Wight; the summer home and rural retreat designed by Prince Albert, and built for the royal couple by Thomas Cubitt between 1845 and 1851.

On 18 December 1900, HMY *Alberta* carried Queen Victoria to the Isle of Wight for Christmas. However, in ever failing health, the Queen's condition rapidly declined on her arrival. Over the next few days *Alberta* conveyed numerous royals and their attendants across to Osborne House including the Prince of Wales and Queen Victoria's grandson, Kaiser Wilhelm II.

Upon the Queen's death on 22 January 1901, it was decided that *Alberta* would carry the Queen's body from Cowes to Gosport.

With the introduction of newer ships, *Alberta* was retired from service and broken up in 1913.



109



110

109

WILLIAM ANSLOW THORNBERRY (BRITISH, 1857-1935)

Cromer, Norfolk; Fishing smacks entering Gravesend, a pair
the first inscribed 'Cromer' (lower left), both signed 'W A Thornberry'
(lower right)

oil on canvas

each 25.5 x 45.5cm (10 1/16 x 17 15/16in)

(2)

£2,000 - 3,000

€2,500 - 3,700

110

WALTER WILLIAM MAY (BRITISH, 1831-1896)

The Navy
signed and dated 'W W May 1870' (lower left)
watercolour heightened with white
22 x 54cm (8 11/16 x 21 1/4in).

£600 - 800

€750 - 1,000

Provenance
with The Parker Gallery, London



111



112

111

DAVID JAMES (BRITISH, 1853-1904)

Breaking waves

oil on canvas

63 x 127cm (24 13/16 x 50in).

£3,000 - 5,000

€3,700 - 6,200

112^{AR}

HENRY SCOTT (BRITISH, 1911-2005)

'A Liner leaving the Port of Genoa'

signed 'Henry Scott' (lower right), indistinctly inscribed with title (to canvas verso)

oil on canvas

50 x 76cm (19 11/16 x 29 15/16in).

£1,500 - 2,000

€1,900 - 2,500



113



113A

113

BARCLAY HENRY (BRITISH, ?-1946)

'The Crabbers (sic) Boat'

signed Barclay Henry' (lower left), inscribed and titled (to label verso)

oil on canvas

38.5 x 56cm (15 3/16 x 22 1/16in).

£800 - 1,200

€1,000 - 1,500

113A^{AR}

FRANK HENRY MASON (BRITISH, 1875-1965)

Northern Germany via Hull Grimsby and Hamburg

signed and inscribed 'Frank H Mason Hamburg' (lower left) and inscribed to sheet (verso)

gouache

39.5 x 57cm (15 9/16 x 22 7/16in).

£600 - 800

€750 - 1,000

After the First World War, during the 1920s and 1930s Frank Mason designed poster artwork for Great Northern Railway, Great Western Railway, London, Midland and Scottish Railway, North Eastern Railway, London and North Eastern Railway, British Rail and Underground Group railway companies and ocean liner companies.

The present lot depicts the final design for the 1938 poster advertising the London & North Eastern Railway line to Northern Germany via Hull, Grimsby and Hamburg.

An example of the poster can be seen in the National Railway Museum, object number 1987-8883

114^{AR}

FRANK MOSS BENNETT (BRITISH, 1874-1952)

Lady Hamilton and Horatio Nelson, Naples
signed and dated 'F M Bennett 1943' (lower left)
oil on canvas
103.5 x 84.5cm (40 3/4 x 33 1/4in).

£10,000 - 15,000

€12,000 - 19,000

Provenance

Sale, Christie's London, Nov. 1940
Harrods
Private collection, UK

The present lot is believed to depict Lady Emma Hamilton (26 April 1765 – 15 January 1815) and Viscount Horatio Nelson (29 September 1758 – 21 October 1805) at the latter's 40th Birthday party in Naples 1798, with his ship, HMS *Vanguard* in the background.

Organised by Lady Hamilton and her husband Sir William Hamilton (12 January 1731 – 6 April 1803), with whom Nelson was staying at this time, the party was attended by over 1,800 guests. It was during this stay at the Hamilton residence, the Palazzo Sessa, that Nelson and Emma began their infamous affair.

Nelson first arrived in Naples in 1793, where he was met by the recently married Lady Hamilton in her role as wife to the British Envoy. The meeting was only a brief one however and after gathering the necessary reinforcements against the French, Nelson soon left and was not to return again until 22 September 1798. It was here, as a living legend after his victory at the Battle of the Nile in Aboukiss, that he met Emma for the second time. Prematurely aged and severely injured from his adventures at sea, Sir and Lady Hamilton invited Nelson to stay with them as their guest with Emma nursing him back to health.

At this time, both Horatio Nelson and Lady Hamilton were at the height of their popularity and arguably the two most famous Britons in the world. As George Romney's (26 December 1734 – 15 November 1802) muse, Lady Hamilton had become the subject of many of the artist's most famous portraits making her a well known personality in society circles. Furthermore, her 'Attitudes', developed whilst in Naples and which took Romney's idea of combining classical poses with modern allure to evoke popular images and figures from Greco-Roman mythology, such as Cleopatra and Medea, became a performing sensation attracting visitors from across Europe. Amongst these visitors were Elizabeth-Louise Vigée-Le Brun (16 April 1755 – 30 March 1842) and Johann Wolfgang von Goethe (28 August 1749 – 22 March 1832). Characteristically, these performances included Emma dressing in loose fitting tunics with large shawls or drapes. It is most likely that the present lot depicts such a performance.

The affair between Nelson and Lady Hamilton lasted until Nelson's death at the Battle of Trafalgar in 1805. In 1800, Emma, her husband and Nelson all returned to London where they openly lived together. Although Sir William, over thirty years his wife's senior, seems to have tolerated the affair, it quickly became a national scandal, inducing the Admiralty to send Nelson back to sea, if only to put some distance between the two lovers.

Whilst Nelson was away, Emma gave birth to a daughter, Horatia on 29 January 1801. Two years later, Sir William died and Nelson, after two years back home, returned to sea to fight in the Napoleonic wars, leaving Emma pregnant with their second child.

Upon Nelson's death on 21 October 1805, his plea to the state to provide for Lady Hamilton and her children was ignored. With mounting debt and fading looks, Emma journeyed to Calais where she died in poverty in January 1815.





115



116

115^{AR}

JOHN BENTHAM DINSDALE (BRITISH, 1927-2008)

'The Corvettes HMS *Active* and HMS *Bacchante* Driving Hard'
signed 'John Dinsdale' (lower left), inscribed with title and signed (to
canvas verso)
oil on canvas
50.5 x 76cm (19 7/8 x 29 15/16in).

£1,500 - 2,000

€1,900 - 2,500

116^{AR}

BARRY MASON (BRITISH, BORN 1947)

'Early Morning Rendezvous'
signed 'Barry Mason' (lower left)
oil on canvas
91 x 122cm (35 13/16 x 48 1/16in).

£4,000 - 6,000

€5,000 - 7,500



117



118

117

JOHN BENTHAM DINSDALE (BRITISH, 1927-2008)

The Windsor Castle
signed 'John Bentham Dinsdale' (lower left), titled, signed and inscribed
(to canvas verso)
oil on canvas
76 x 101.2cm (29 15/16 x 39 13/16in).

£2,000 - 3,000
€2,500 - 3,700

Windsor Castle was a clipper ship of 1250 tons built in 1857 at Sunderland. Here she is seen flying the post-1843 flag of the famous Green Blackwall Line. During a long career the *Windsor Castle* was used in the tea and wool trade, primarily serving the Greens London to India run, but also sailing to Australia, China and New York.

118^{AR}

JOHN BENTHAM DINSDALE (BRITISH, 1927-2008)

HMS Victory
signed 'John Bentham Dinsdale' (lower left), inscribed with title and
signed (to canvas verso)
oil on canvas
50.5 x 60.2cm (19 7/8 x 23 11/16in).

£1,000 - 1,500
€1,200 - 1,900

119* AR

MONTAGUE DAWSON
(BRITISH, 1890-1973)

Clearing - The *Middlesex*
signed 'Montague Dawson' (lower left),
dated '1961' (to label on frame)
oil on canvas
71.3 x 106.5cm (28 1/16 x 41 15/16in).

£50,000 - 80,000

€62,000 - 100,000







120



121

120^{AR}

TIM THOMPSON (BORN HULL, 1951)

Racing on choppy seas

signed 'Tim Thompson' (lower left)

oil on canvas

30 x 40.5cm (11 13/16 x 15 15/16in).

£1,000 - 1,500

€1,200 - 1,900

121^{AR}

TIM THOMPSON (BORN HULL, 1951)

Under fire

signed 'Tim Thompson' (lower left)

oil on canvas

30 x 40.3cm (11 13/16 x 15 7/8in).

£1,000 - 1,500

€1,200 - 1,900



122

122

THOMAS JACQUES SOMERSCALES (BRITISH, 1842-1927)

A clipper at sea

signed and dated 'T Somerscales 1922' (lower right)

oil on canvas

56 x 81.5cm (22 1/16 x 32 1/16in).

£6,000 - 8,000

€7,500 - 10,000

Provenance

Commissioned by the current owner's Grandfather

Thence by descent



123

123^{AR}

CHARLES PEARS (BRITISH, 1873-1958)

'Chapman Pile Lighthouse'

signed 'Chas Pears' (lower left) with indistinct exhibition label (to stretcher verso)

oil on canvas

50.5 x 76.5cm (19 7/8 x 30 1/8in).

£2,000 - 3,000

€2,500 - 3,700

Provenance

with Royal Exchange Art Gallery, London

Briefly described in Joseph Conrad's novel *Heart of Darkness*, the Chapman Lighthouse stood off the coast of Canvey Island for over 100 years. The peril of the mudflats below such shallow waters off the Canvey Island coast necessitated the need to devise some form of beacon as a warning in the area. In 1851, a hexagonal lighthouse was constructed by consultant lighthouse engineer for Trinity House, James Walker. This all-iron lighthouse replaced a lightship which had been moored in the area for the preceding four years. The lighthouse was demolished in 1957, due to its poor condition.



124



125

124^{AR}

DEREK GEORGE MONTAGUE GARDNER (BRITISH, 1914-2007)

'Home From China 1873 - The *Cutty Sark* Coming Up Channel'
signed and dated 'Derek G M Gardner 69', inscribed with title (to upper
stretcher verso)

oil on canvas

40 x 61cm (15 3/4 x 24in).

£3,500 - 4,500

€4,400 - 5,600

125

JACK SPURLING (BRITISH, 1871-1933)

Battleship in stormy waters

bears signature 'J Spurling' (lower left), with indistinct inscription (lower
right)

oil on canvasboard

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

£1,000 - 1,500

€1,200 - 1,900





126

JACK SPURLING (BRITISH, 1871-1933)

H.M.S. *Namur*

signed and dated 'J Spurling 1931' (lower left)

watercolour and bodycolour

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

£8,000 - 12,000

€10,000 - 15,000

Literature

Warren Moore, *Spurling, Sail and Steam*, Patrick Stephens Ltd., (Cambridge, 1980), p.37-44, illustrated, p.39

"Then straightaway we left them in grief to complain,
Whilst we are carousing along the sail main,
Pray God bless our fleet and his majesty too,
And grant them success wherever they go
Concluding as this, and my song to end,
In Matthew's brave ship these verses were penned."

Old Song, 'Admiral Matthew's Engagement', *Namur*, off Toulon 1744.

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

In the present lot, Spurling depicts HMS *Namur*. Named after a town in Belgium which was considered a place of great strategic importance during the latter part of the 17th century, she was originally launched at Woolwich in 1697, before being taken to pieces and her remains sent to Depford for rebuilding at a cost of £29,403. At her re-launch in 1729, *Namur* was registered as a 2nd rate of 1,567 tons with 90 guns.

Her active service before being rebuilt was largely contained to the War of the Spanish Succession under the command of Captain Christopher Myngs, where she was present at the capture of Gibraltar and the Battle of Velez-Malaga.

In May 1731, she sailed for Cadiz as the flagship of Admiral Sir Charles Wager under Captain Edward Falkingham. Wager's mission was to assist the Marquis de Mair in conveying Spanish troops from Barcelona to Leghorn. Upon achieving these aims, *Namur* sailed back to port.

With brief stints in Portugal and Spain between 1732 and 1740, *Namur* returned home and was laid up until 1741, when she was appointed to the Mediterranean fleet under Captain S. Cornish until being recalled to England in 1744.

By January 1745, *Namur* had been cut down and razeed to 74-guns, joining the Western Squadron under Captain Honourable Edward Boscawen where, on 3 May 1797, she was involved in the First Battle of Finisterre capturing all but two French ships and £300,000 in prizes. On 29 May, the greater part of the ship's company began to mutiny. This was quickly suppressed and a court martial held on 2 July where, out of 45 suspected, three were hanged and twelve whipped. On 19 July, Captain Marshall took command and sailed to the East Indies with orders to attempt a reduction in St. Lucia. This failed and the *Namur* sailed on to Fort St. David. Leaving briefly for a refit, on her return she was wrecked in a gale on 14 April 1749, with all 520 crew members perishing with their ship.

JACK SPURLING (BRITISH, 1871-1933)

H.M.S *Sandwich* laying her mooring at sunset
 signed and dated 'J Spurling 1932' (lower right)
 watercolour and bodycolour
 36.3 x 51cm (14 5/16 x 20 1/16in).

£8,000 - 12,000

€10,000 - 15,000

Literature

Warren Moore, *Spurling, Sail and Steam*, Patrick Stephens Ltd.,
 (Cambridge, 1980), p.45-52, illustrated, p.47

Built at Chatham by Mr J. Lock and launched on 14 April 1759, *Sandwich* was registered as a 2nd rate of 1,869 tons originally with 90 guns before a refit in 1779, after which she is recorded as having 98. She measured 176 feet in length with a 49.5 foot beam.

Built three years in to the Seven Years War, upon completion she was immediately dispatched to Ushant where she joined the Western Squadron under Captain Sir E. Hawke. She was primarily involved with forming a blockade against the French until 1762, when she was returned to Portsmouth to be paid off and refitted.

In 1775, active operations commenced against rebel states of North America and *Sandwich* was employed to duty under the flag of Admiral Sir J. Douglas. With the recognition of US independence by the French government in 1778, she was then sailed to the channel in preparation for impending war.

After a further refit in 1799-80, at the cost of £15,396, *Sandwich* sailed under Admiral Rodney. Whilst escorting a fleet of supply ships to relieve the Spanish siege of Gibraltar with a fleet of 20 ships of the line they encountered Langara's squadron south of Cape St. Vincent. The ensuing battle lasted from midday to midnight with the British capturing four Spanish ships, including Langara's flagship.

Following this, *Sandwich* sailed on to St. Lucia and remained there until a journey to New York in August 1780, where she stayed until the October when she sailed to Barbados.

Returning to Chatham in 1787, she was commissioned as a guardship under Captain Thomas Tonkin until 1791, when she was sent to the Nore as a guard and receiving ship during more hostility with France. It was at this time that *Sandwich* was involved in the Mutiny of the Nore where on 12 May 1797, her crew seized control of the ship and elected seaman Richard Parker 'President of the Delegates of the Fleet'. When the mutiny failed, Parker was convicted of treason and piracy and hanged from the ship's yardarm.

Sandwich was paid off in September 1797, and re-commissioned again to resume her duty as a guardship, a duty she continued until April 1810, when she was docked and taken to pieces.







128



129

128

TOMASO DE SIMONE (ITALIAN, 19TH/20TH CENTURY)

H.M.S. *Orlando*
indistinctly signed and dated 'Simone 1886' (lower right), titled (to old label verso)
oil on canvas
48 x 66cm (18 7/8 x 26in).

£2,000 - 3,000
€2,500 - 3,700

129

TOMASO DE SIMONE (ITALIAN, 19TH/20TH CENTURY)

H.M.S. *Majicienne* in the Bay of Naples
indistinctly signed and dated 'Simone 1886', titled (to old label verso)
oil on canvas
47 x 67cm (18 1/2 x 26 3/8in).

£2,000 - 3,000
€2,500 - 3,700



130

130^{AR}

JAMES BRERETON (BRITISH, BORN 1954)

Boston Harbour

signed 'James Brereton' (lower right), signed and titled (to stretcher verso)

oil on canvas

71 x 91.5cm (27 15/16 x 36in).

£4,000 - 6,000

€5,000 - 7,500

Provenance

Sale, Sotheby's Marine Sale, London, 29 May 2002, ex-lot 177



131



132

131^{AR}

RON CHARLES MITCHELL (BRITISH, BORN 1960)

Racing at Cowes
signed and dated 'R C Mitchell 2011' (lower left)
oil on canvas
51 x 76cm (20 1/16 x 29 15/16in).

£800 - 1,200
€1,000 - 1,500

132^{AR}

RON CHARLES MITCHELL (BRITISH, BORN 1960)

Racing at Cowes
signed and dated 'R C Mitchell 2011' (lower left)
oil on canvas
50.5 x 76.5cm (19 7/8 x 30 1/8in).

£800 - 1,200
€1,000 - 1,500



133



134

133* AR

MONTAGUE DAWSON (BRITISH, 1890-1973)

'Heading For The Coast'
signed 'Montague Dawson' (lower left)
watercolour heightened with white
29 x 38.5cm (11 7/16 x 15 3/16in).

£1,000 - 1,500
€1,200 - 1,900

134^{AR}

JOHN BENTHAM DINSDALE (BRITISH, 1927-2008)

'The First Two Home'
titled and signed 'John B Dinsdale' (to canvas verso)
oil on canvas
35.5 x 45.5cm (14 x 17 15/16in).

£800 - 1,200
€1,000 - 1,500



135



136

135^{AR}

RICHARD M. FIRTH (BRITISH, B. 1971)

'*Vigilant and Valkyrie, America's Cup, 1893*'

signed 'Richard M Firth' (lower right), signed, titled and dated (to upper stretcher verso)

oil on canvas

46 x 68cm (18 1/8 x 26 3/4in).

£2,000 - 3,000

€2,500 - 3,700

136^{AR}

RICHARD M. FIRTH (BRITISH, B. 1971)

Racing yachts

signed 'Richard M Firth' (lower right)

oil on canvas

71 x 107cm (27 15/16 x 42 1/8in).

£3,000 - 5,000

€3,700 - 6,200



137

137^{AR}

RICHARD M. FIRTH (BRITISH, B. 1971)

'Britannia, Cambria Lulworth and Candida Racing on The Clyde'
signed 'Richard M Firth' (lower right), titled and dated (to upper stretcher
verso)

oil on canvas

45.5 x 68.4cm (17 15/16 x 26 15/16in).

£2,000 - 3,000

€2,500 - 3,700

138* AR

MONTAGUE DAWSON (BRITISH, 1890-1973)

Running before the wind
signed 'Montague Dawson' (lower left)
oil on canvas
101.4 x 126.7cm (39 15/16 x 49 7/8in).

£40,000 - 60,000

€50,000 - 75,000





INDEX

Artist	Lot No		
Bennett, Frank Moss	114	May, Walter William	110
Breanski, Gustave de	101	Mclachlan, J	64
Brereton, James	130	Meadows, Arthur Joseph	76, 77, 88
Buttersworth, James Edward	63	Melbye, Vilhelm	80
Buttersworth, Thomas	55, 61	Monamy, Peter	56
Bygrave, William	70	Montague, Alfred	79
Callow, John	71	Moore, Henry	98
Charles Mitchell, Ron	131, 132	Musin, Auguste Henri	95
Condy, Nicholas Matthew	67, 93	Nibbs, Richard Henry	85, 89, 94
Cooke, Edward William	86	Pears, Charles	123
Corrodi, Salomon	87	Petersen, H.	68
Dawson, Montague	119, 133, 138	Reed, H	108
de Lacy, Charles John	51	Roberto, Luigi	66
De Simone, Tomaso	128, 129	Robins, Thomas Sewell	81
Dinsdale, John Bentham	115, 117, 118, 134	Salmon, Robert	57, 59
Dixon, Charles Edward	45, 46, 47, 48, 50, 53	Scott, Henry	112
Faulkner, John	103	Serres, Dominic	58
Firth, Richard M.	135, 136, 137	Somerscales, Thomas Jacques	122
Gardner, Derek George Montague	124	Spencer, Richard Barnett	69
Hardy, Thomas Bush	72, 74	Spurling, Jack	125, 126, 127
Henry, Barclay	113	Thompson, Tim	120, 121
Herbert, Alfred	73	Thornbery, William Anslow	109
Hulk (Jr.), Abraham	90	Timmermans, Louis Etienne	96
Hulk, Snr, Abraham	91	Verboeckhoven, Louis Charles	106
James, David	111	Waldorp, Antonie	78
Koekkoek Jnr., Hermanus	105	Walter, Joseph	54
Larsen, Emanuel	75	Walters, Samuel	84
Leitch, Richard Principal	97	Ward of Hull, John	83
Liverpool Ribbon artist, the	65	Webb, William Edward	52, 102
Lynn, John	92	Wilkinson, Norman	49
Martino, Edoardo de	99	Williams, Terrick John	107
Mason, Barry	116	Wyllie, William Lionel	82

THE FIRST WORLD WAR CENTENARY SALE

Wednesday 1 October 2014 at 1pm
Knightsbridge, London

**WILLIAM LION EL WYLLIE
(BRITISH, 1851-1931)**

*The 3rd Battle Squadron, King
Edward VII Class at anchor in
Scapa Flow (detail)*
Watercolour
£2,500 - 3,500

VIEWING

28 September - 1 October 2014

ENQUIRIES

+44 (0) 207 393 3988
thomas.podd@bonhams.com



Bonhams

THE GENTLEMAN'S LIBRARY SALE

Tuesday 27 and
Wednesday 28 January 2015
Knightsbridge, London

GOURLAY STEELL, RSA (BRITISH, 1819-1894)

A red and white Ayrshire bull
oil on canvas
102 x 127.5cm
(40 3/16 x 50 3/16in).

Sold for £20,000, January 2014

ENQUIRIES

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

Closing date for entries

Friday 14 November 2014



Bonhams

bonhams.com/gentlemanslibrary

Prices shown include buyer's premium. Details can be found at bonhams.com

TRAVEL AND EXPLORATION

Wednesday 3 December 2014
Knightsbridge, London

RICHARD DADD
(British, 1817-1886)

*The Hall Built by Tathmosis III
in the Great Temple of Anom
Karnak, Luxor*

£8,000 - 12,000

ENQUIRIES

+44 (0) 20 7393 3865
lucy.gregory@bonhams.com

Closing date for entries

Friday 10 October 2014



Bonhams

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

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

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

8. VAT

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

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

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

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

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

9. PAYMENT

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

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

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

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

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

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

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

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

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

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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export 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.
- Φ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

- 1.1 These terms govern the Contract for Sale of the Lot by the Seller to the Buyer.
- 1.2 The Definitions and Glossary contained in Appendix 3 in the Catalogue are incorporated into this Contract for Sale and a separate copy can also be provided by Bonhams on request. Where words and phrases are used which are in the List of Definitions, they are printed in italics.
- 1.3 The Seller sells the Lot as the principal to the Contract for Sale, such contract being made between the Seller and you through Bonhams which acts in the sole capacity as the Seller's agent and not as an additional principal. However, if the Catalogue states that Bonhams sells the Lot as principal, or such a statement is made by an announcement by the Auctioneer, or by a notice at the Sale, or an insert in the Catalogue, then Bonhams is the Seller for the purposes of this agreement.
- 1.4 The contract is made on the fall of the Auctioneer's hammer in respect of the Lot when it is knocked down to you.

2 SELLER'S UNDERTAKINGS

- 2.1 The Seller undertakes to you that:
 - 2.1.1 the Seller is the owner of the Lot or is duly authorised to sell the Lot by the owner;
 - 2.1.2 save as disclosed in the Entry for the Lot in the Catalogue, the Seller sells the Lot with full title guarantee or, where the Seller is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the Lot;
 - 2.1.3 except where the Sale is by an executor, trustee, liquidator, receiver or administrator the Seller is both legally entitled to sell the Lot, and legally capable of conferring on you quiet possession of the Lot and that the Sale conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);
 - 2.1.4 the Seller has complied with all requirements, legal or otherwise, relating to any export or import of the Lot, and all duties and taxes in respect of the export or import of the Lot have (unless stated to the contrary in the Catalogue or announced by the Auctioneer) been paid and, so far as the Seller is aware, all third parties have complied with such requirements in the past;
 - 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the Sale venue or by the Notice to Bidders or by an insert in the Catalogue, the Lot corresponds with the Contractual Description of the Lot, being that part of the Entry about the Lot in the Catalogue which is in bold letters and (except for colour) with any photograph of the Lot in the Catalogue and the contents of any Condition Report which has been provided to the Buyer.

3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the Contractual Description of the Lot. In particular, the Lot is not sold as corresponding with that part of the Entry in the Catalogue which is not printed in bold letters, which merely sets out (on the Seller's behalf) Bonhams' opinion about the Lot and which is not part of the Contractual Description upon which the Lot is sold. Any statement or representation other than that part of the Entry referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any Description or Estimate, whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise, and whether by or on behalf of the Seller or Bonhams and whether made prior to or during the Sale, is not part of the Contractual Description upon which the Lot is sold.
- 3.2 Except as provided in paragraph 2.1.5, the Seller does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by or on behalf of the Seller including by Bonhams. No such Description or Estimate is incorporated into this Contract for Sale.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

- 5.1 Risk in the Lot passes to you when it is knocked down to you on the fall of the Auctioneer's hammer in respect of the Lot. The Seller will not be responsible thereafter for the Lot prior to you collecting it from Bonhams or the Storage Contractor, with whom you have separate contract(s) as Buyer. You will indemnify the Seller and keep the Seller fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the Lot after the fall of the Auctioneer's hammer until you obtain full title to it.
- 5.2 Title to the Lot remains in and is retained by the Seller until the Purchase Price and all other sums payable by you to Bonhams in relation to the Lot have been paid in full to, and received in cleared funds by, Bonhams.

6 PAYMENT

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

7 COLLECTION OF THE LOT

- 7.1 Unless otherwise agreed in writing with you by Bonhams, the Lot will be released to you or to your order only when Bonhams has received cleared funds to the amount of the full Purchase Price and all other sums owed by you to the Seller and to Bonhams.
- 7.2 The Seller is entitled to withhold possession from you of any other Lot he has sold to you at the same or at any other Sale and whether currently in Bonhams' possession or not until payment in full and in cleared funds of the Purchase Price and all other sums due to the Seller and/or Bonhams in respect of the Lot.
- 7.3 You will collect and remove the Lot at your own expense from Bonhams' custody and/ or control or from the Storage Contractor's custody in accordance with Bonhams' instructions or requirements.
- 7.4 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 7.5 You will be wholly responsible for any removal, storage or other charges or Expenses incurred by the Seller if you do not remove the Lot in accordance with this paragraph 7 and will indemnify the Seller against all charges, costs, including any legal costs and fees, Expenses and losses suffered by the Seller by reason of your failure to remove the Lot including any charges due under any Storage Contract. All such sums due to the Seller will be payable on demand.

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
 - 3.1.1 the *Purchase Price* for the *Lot*;
 - 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders*, and
 - 3.1.3 if the *Lot* is marked [AR], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with *VAT* on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to *VAT* at the appropriate rate and *VAT* will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and *VAT* and any interest earned and/or incurred until payment to the *Seller*.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.

4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us, in cleared funds, everything due to the *Seller* and to us, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the *Sale*.
- 4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.

4.4

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

4.5

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

4.6

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

4.7

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

4.8

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

5 STORING THE LOT

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

6

RESPONSIBILITY FOR THE LOT

6.1

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

6.2

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

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

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

"Bidder" a person who has completed a *Bidding Form*.
"Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

Bonhams Specialist Departments

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

19th Century Paintings

UK
Charles O' Brien
+44 20 7468 8360
U.S.A
Madalina Lazen
+1 212 644 9108

20th Century British Art

Matthew Bradbury
+44 20 7468 8295

Aboriginal Art

Francesca Cavazzini
+61 2 8412 2222

African, Oceanic & Pre-Columbian Art

UK
Philip Keith
+44 2920 727 980
U.S.A
Fredric Backlar
+1 323 436 5416

American Paintings

Alan Fausel
+1 212 644 9039

Antiquities

Madeleine Perridge
+44 20 7468 8226

Antique Arms & Armour

UK
David Williams
+44 20 7393 3807
U.S.A
Paul Carella
+1 415 503 3360

Art Collections, Estates & Valuations

Harvey Cammell
+44 (0) 20 7468 8340

Art Nouveau & Decorative Art & Design

UK
Mark Oliver
+44 20 7393 3856
U.S.A
Frank Maraschiello
+1 212 644 9059

Australian Art

Merryn Schriever
+61 2 8412 2222
Alex Clark
+61 3 8640 4088

Australian Colonial Furniture and Australiana

+1 415 861 7500

Books, Maps & Manuscripts

UK
Matthew Haley
+44 20 7393 3817
U.S.A
Christina Geiger
+1 212 644 9094

British & European Glass

UK
Simon Cottle
+44 20 7468 8383
U.S.A
Suzy Pai
+1 415 503 3343

British & European Porcelain & Pottery

UK
John Sandon
+44 20 7468 8244
U.S.A
Peter Scott
+1 415 503 3326

California & American Paintings

Scot Levitt
+1 323 436 5425

Carpets

UK
Mark Dance
+44 8700 27361
U.S.A.
Hadji Rahimipour
+1 415 503 3392

Chinese & Asian Art

UK
Asaph Hyman
+44 20 7468 5888
U.S.A
Dessa Goddard
+1 415 503 3333
HONG KONG
+852 3607 0010
AUSTRALIA
Yvett Klein
+61 2 8412 2222

Clocks

UK
James Stratton
+44 20 7468 8364
U.S.A
Jonathan Snellenburg
+1 212 461 6530

Coins & Medals

UK
John Millensted
+44 20 7393 3914
U.S.A
Paul Song
+1 323 436 5455

Contemporary Art

UK
Gareth Williams
+44 20 7468 5879
U.S.A
Jeremy Goldsmith
+1 917 206 1656

Costume & Textiles

Claire Browne
+44 1564 732969

Entertainment Memorabilia

UK
Stephanie Connell
+44 20 7393 3844
U.S.A
Catherine Williamson
+1 323 436 5442

Furniture & Works of Art

UK
Fergus Lyons
+44 20 7468 8221
U.S.A
Jeffrey Smith
+1 415 503 3413

Greek Art

Olympia Pappa
+44 20 7468 8314

Golf Sporting Memorabilia

Kevin Mcgimpsey
+44 1244 353123

Irish Art

Penny Day
+44 20 7468 8366

Impressionist & Modern Art

UK
Deborah Allan
+44 20 7468 8276
U.S.A
Tanya Wells
+1 917 206 1685

Islamic & Indian Art

Alice Bailey
+44 20 7468 8268

Japanese Art

UK
Suzannah Yip
+44 20 7468 8368
U.S.A
Jeff Olson
+1 212 461 6516

Jewellery

UK
Jean Ghika
+44 20 7468 8282
U.S.A
Susan Abeles
+1 212 461 6525
AUSTRALIA
Anellie Manolas
+61 2 8412 2222
HONG KONG
Graeme Thompson
+852 3607 0006

Marine Art

UK
Veronique Scorer
+44 20 7393 3962
U.S.A
Gregg Dietrich
+1 917 206 1697

Mechanical Music

Jon Baddeley
+44 20 7393 3872

Modern, Contemporary & Latin American Art

U.S.A
Alexis Chompaisal
+1 323 436 5469

Modern Design

Gareth Williams
+44 20 7468 5879

Motor Cars

UK
Tim Schofield
+44 20 7468 5804
U.S.A
Mark Osborne
+1 415 503 3353
EUROPE
Philip Kantor
+32 476 879 471

Automobilia

UK
Toby Wilson
+44 8700 273 619
U.S.A
Kurt Forry
+1 415 391 4000

Motorcycles

Ben Walker
+44 8700 273616
Automobilia
Adrian Pipiros
+44 8700 273621

Musical Instruments

Philip Scott
+44 20 7393 3855

Native American Art

Jim Haas
+1 415 503 3294

Natural History

U.S.A
Claudia Florian
+1 323 436 5437

Old Master Pictures

UK
Andrew Mckenzie
+44 20 7468 8261
U.S.A
Mark Fisher
+1 323 436 5488

Orientalist Art

Charles O'Brien
+44 20 7468 8360

Photography

U.S.A
Judith Eurich
+1 415 503 3259

Portrait Miniatures

Jennifer Tonkin
+44 20 7393 3986

Prints

UK
Rupert Worrall
+44 20 7468 8262
U.S.A
Judith Eurich
+1 415 503 3259

Russian Art

UK
Sophie Law
+44 20 7468 8334
U.S.A
Yelena Harbick
+1 212 644 9136

Scientific Instruments

Jon Baddeley
+44 20 7393 3872
U.S.A.
Jonathan Snellenburg
+1 212 461 6530

Scottish Pictures

Chris Brickley
+44 131 240 2297

Silver & Gold Boxes

UK
Michael Moorcroft
+44 20 7468 8241
U.S.A
Aileen Ward
+1 800 223 5463

South African Art

Giles Peppiatt
+44 20 7468 8355

Sporting Guns

Patrick Hawes
+44 20 7393 3815

Toys & Dolls

Leigh Gotch
+44 20 8963 2839

Travel Pictures

Veronique Scorer
+44 20 7393 3962

Urban Art

Gareth Williams
+44 20 7468 5879

Watches & Wristwatches

UK
Paul Maudsley
+44 20 7447 7412
U.S.A.
Jonathan Snellenburg
+1 212 461 6530
HONG KONG
Nick Biebuyck
+852 2918 4321

Whisky

UK
Martin Green
+44 1292 520000
U.S.A
Joseph Hyman
+1 917 206 1661
HONG KONG
Daniel Lam
+852 3607 0004

Wine

UK
Richard Harvey
+44 (0) 20 7468 5811
U.S.A
Doug Davidson
+1 415 503 3363
HONG KONG
Daniel Lam
+852 3607 0004

UNITED KINGDOM

London
101 New Bond Street •
London W1S 1SR
+44 20 7447 7447
+44 20 7447 7400 fax

Montpelier Street •
London SW7 1HH
+44 20 7393 3900
+44 20 7393 3905 fax

South East England

Brighton & Hove
19 Palmeira Square
Hove, East Sussex
BN3 2JN
+44 1273 220 000
+44 1273 220 335 fax

Guildford
Millmead,
Guildford,
Surrey GU2 4BE
+44 1483 504 030
+44 1483 450 205 fax

Isle of Wight
+44 1273 220 000

Representative:
Kent
George Dawes
+44 1483 504 030

West Sussex
Jeff Burfield
+44 1243 787 548

South West England

Bath
Queen Square House
Charlotte Street
Bath BA1 2LL
+44 1225 788 988
+44 1225 446 675 fax

Cornwall – Truro
36 Lemon Street
Truro
Cornwall
TR1 2NR
+44 1872 250 170
+44 1872 250 179 fax

Exeter
The Lodge
Southernhay West Exeter,
Devon
EX1 1JG
+44 1392 425 264
+44 1392 494 561 fax

Winchester
The Red House
Hyde Street
Winchester
Hants SO23 7DX
+44 1962 862 515
+44 1962 865 166 fax

Tetbury
22a Long Street
Tetbury
Gloucestershire
GL8 8AQ
+44 1666 502 200
+44 1666 505 107 fax

Representatives:
Dorset
Bill Allan
+44 1935 815 271

East Anglia

Bury St. Edmunds
21 Churchgate Street
Bury St Edmunds
Suffolk IP33 1RG
+44 1284 716 190
+44 1284 755 844 fax

Norfolk
The Market Place
Reepham
Norfolk NR10 4JJ
+44 1603 871 443
+44 1603 872 973 fax

Midlands

Knowle
The Old House
Station Road
Knowle, Solihull
West Midlands
B93 0HT
+44 1564 776 151
+44 1564 778 069 fax

Oxford •
Banbury Road
Shipton on Cherwell
Kidlington OX5 1JH
+44 1865 853 640
+44 1865 372 722 fax

Yorkshire & North East England

Leeds
30 Park Square West
Leeds LS1 2PF
+44 113 234 5755
+44 113 244 3910 fax

North West England

Chester
New House
150 Christleton Road
Chester, Cheshire
CH3 5TD
+44 1244 313 936
+44 1244 340 028 fax

Carlisle
48 Cecil Street
Carlisle, Cumbria
CA1 1NT
+44 1228 542 422
+44 1228 590 106 fax

Manchester
The Stables
213 Ashley Road
Hale WA15 9TB
+44 161 927 3822
+44 161 927 3824 fax

Channel Islands

Jersey
39 Don Street
St. Helier
JE2 4TR
+44 1534 722 441
+44 1534 759 354 fax

Representative:
Guernsey
+44 1481 722 448

Scotland

Edinburgh •
22 Queen Street
Edinburgh
EH2 1JX
+44 131 225 2266
+44 131 220 2547 fax

Glasgow
176 St. Vincent Street,
Glasgow
G2 5SG
+44 141 223 8866
+44 141 223 8868 fax

Representatives:
Wine & Spirits
Tom Gilbey
+44 1382 330 256

Wales

Cardiff
7-8 Park Place,
Cardiff CF10 3DP
+44 2920 727 980
+44 2920 727 989 fax

EUROPE

Austria - Vienna
Tuchlauben 8
1010 Vienna
Austria
+43 (0)1 403 00 01
vienna@bonhams.com

Belgium - Brussels
Boulevard
Saint-Michel 101
1040 Brussels
+32 (0)2 736 5076
+32 (0)2 732 5501 fax
belgium@bonhams.com

France - Paris
4 rue de la Paix
75002 Paris
+33 (0)1 42 61 1010
+33 (0)1 42 61 1015 fax
paris@bonhams.com

Germany - Cologne
Albertusstrasse 26
50667 Cologne
+49 (0)221 2779 9650
+49 (0)221 2779 9652 fax
cologne@bonhams.com

Germany - Munich
Maximilianstrasse 52
80538 Munich
+49 (0) 89 2420 5812
+49 (0) 89 2420 7523 fax
munich@bonhams.com

Greece - Athens
7 Neofytou Vamva Street
10674 Athens
+30 (0) 210 3636 404
athens@bonhams.com

Ireland - Dublin
31 Molesworth Street
Dublin 2
+353 (0)1 602 0990
+353 (0)1 4004 140 fax
ireland@bonhams.com

Italy - Milan
Via Boccaccio 22
20123 Milano
+39 (0)2 4953 9020
+39 (0)2 4953 9021 fax
milan@bonhams.com

Italy - Rome
Via Sicilia 50
00187 Rome
+39 (0)6 48 5900
+39 (0)6 482 0479 fax
rome@bonhams.com

Netherlands - Amsterdam
De Lairessestraat 154
1075 HL Amsterdam
+31 20 67 09 701
+31 20 67 09 702 fax
amsterdam@bonhams.com

Spain - Madrid
Nuñez de Balboa no.4 - 1A
Madrid
28001
+34 91 578 17 27
madrid@bonhams.com

Switzerland - Geneva
Rue Etienne-Dumont 10
1204 Geneva
Switzerland
+41 76 379 9230
geneva@bonhams.com

Representatives:
Denmark
Henning Thomsen
+45 4178 4799
denmark@bonhams.com

Spain – Bilbao
Teresa Ybarra
+34 680 34 76 06
teresa.ybarra@bonhams.com

Spain - Marbella
James Roberts
+34 952 90 62 50
marbella@bonhams.com

Portugal
Filipa Rebelo de Andrade
+351 91 921 4778
portugal@bonhams.com

Russia - Moscow
Anastasia Vinokurova
+7 964 562 3845
russia@bonhams.com

Russia - St Petersburg
Marina Jacobson
+7 921 555 2302
russia@bonhams.com

MIDDLE EAST

Dubai
Deborah Najar
+971 (0)56 113 4146
deborah.najar@bonhams.com

Israel
Joslynn Halibard
+972 (0)54 553 5337
joslynn.halibard@bonhams.com

NORTH AMERICA

USA

San Francisco •
220 San Bruno Avenue
San Francisco
CA 94103
+1 (415) 861 7500
+1 (415) 861 8951 fax

Los Angeles •
7601 W. Sunset Boulevard
Los Angeles
CA 90046
+1 (323) 850 7500
+1 (323) 850 6090 fax

New York •
580 Madison Avenue
New York, NY
10022
+1 (212) 644 9001
+1 (212) 644 9007 fax

Representatives:
Arizona
Terri Adrian-Hardy
+1 (480) 994 5362

California Central Valley
David Daniel
+1 (916) 364 1645

Southern California
Christine Eisenberg
+1 (949) 646 6560

Colorado
Julie Segraves
+1 (720) 355 3737

Florida
Palm Beach
+1 (561) 651 7876
Miami
+1 (305) 228 6600
Ft. Lauderdale
+1 (954) 566 1630

Georgia
Mary Moore Bethea
+1 (404) 842 1500

Illinois
Ricki Blumberg Harris
+1 (312) 475 3922
+1 (773) 267 3300

Massachusetts Boston/New England
Amy Corcoran
+1 (617) 742 0909

Nevada
David Daniel
+1 (775) 831 0330

New Mexico
Leslie Trilling
+1 (505) 820 0701

Oregon
Sheryl Acheson
+1(503) 312 6023

Pennsylvania
Margaret Tierney
+1 (610) 644 1199

Texas
Amy Lawch
+1 (713) 621 5988

Washington
Heather O'Mahony
+1 (206) 218 5011

Washington DC Mid-Atlantic Region
Martin Gammon
+1 (202) 333 1696

CANADA

Toronto, Ontario •
Jack Kerr-Wilson
20 Hazelton Avenue
Toronto, ONT
M5R 2E2
+1 (416) 462 9004
info.ca@bonhams.com

Montreal, Quebec
David Kelsey
+1 (514) 341 9238
info.ca@bonhams.com

SOUTH AMERICA

Argentina
Daniel Claramunt
+54 11 479 37600

Brazil
Thomaz Oscar Saavedra
+55 11 3031 4444
+55 11 3031 4444 fax

ASIA

Hong Kong •
Suite 2001
One Pacific Place
88 Queensway
Admiralty
Hong Kong
+852 2918 4321
+852 2918 4320 fax
hongkong@bonhams.com

Beijing
Hongyu Yu
Suite 511
Chang An Club
10 East Chang An Avenue
Beijing 100006
+86(0) 10 6528 0922
+86(0) 10 6528 0933 fax
beijing@bonhams.com

Japan
Akiko Tsuchida
Level 14 Hibiya Central
Building
1-2-9 Nishi-Shimbashi
Minato-ku
Tokyo 105-0003
+81 (0) 3 5532 8636
+81 (0) 3 5532 8637 fax
akiko@bonhams.com

Singapore
Bernadette Rankine
11th Floor, Wisma Atria
435 Orchard Road
Singapore 238877
+65 (0) 6701 8038
+65 (0) 6701 8001 fax
bernadette.rankine@bonhams.com

Taiwan
Summer Fang
37th Floor, Taipei 101 Tower
Nor 7 Xinyi Road, Section 5
Taipei, 100
+886 2 8758 2898
+886 2 8757 2897 fax
summer.fang@bonhams.com

AUSTRALIA

Sydney
76 Paddington Street
Paddington NSW 2021
Australia
+61 (0) 2 8412 2222
+61 (0) 2 9475 4110 fax
info.aus@bonhams.com

Melbourne
Como House
Cnr Williams Road
& Lechlade Avenue
South Yarra VIC 3141

AFRICA

Nigeria
Neil Coventry
+234 (0)7065 888 666
neil.coventry@bonhams.com

South Africa - Johannesburg
Penny Culverwell
+27 (0)71 342 2670
penny.culverwel@bonhams.com

Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------

Paddle number (for office use only)

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

Data protection – use of your information

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

Credit and Debit Card Payments

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

Notice to Bidders.

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

If successful

I will collect the purchases myself ☐

Please contact me with a shipping quote (if applicable) ☐

Sale title: The Marine Sale		Sale date: 8 October 2014	
Sale no. 21851		Sale venue: Knightsbridge	
If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.			
General Bid Increments:			
£10 - 200by 10s		£10,000 - 20,000by 1,000s	
£200 - 500by 20 / 50 / 80s		£20,000 - 50,000by 2,000 / 5,000 / 8,000s	
£500 - 1,000by 50s		£50,000 - 100,000by 5,000s	
£1,000 - 2,000by 100s		£100,000 - 200,000by 10,000s	
£2,000 - 5,000by 200 / 500 / 800s		above £200,000at the auctioneer's discretion	
£5,000 - 10,000by 500s			
The auctioneer has discretion to split any bid at any time.			
Customer Number		Title	
First Name		Last Name	
Company name (to be invoiced if applicable)			
Address			
City		County / State	
Post / Zip code		Country	
Telephone mobile		Telephone daytime	
Telephone evening		Fax	
Preferred number(s) in order for Telephone Bidding (inc. country code)			
E-mail (in capitals)			
By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.			
I am registering to bid as a private buyer <input type="checkbox"/>		I am registering to bid as a trade buyer <input type="checkbox"/>	
If registered for VAT in the EU please enter your registration here: □□ / □□□ - □□□□ - □□		Please tick if you have registered with us before <input type="checkbox"/>	

Please note that all telephone calls are recorded.

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

FOR WINE SALES ONLY		
Please leave lots "available under bond" in bond <input type="checkbox"/>	I will collect from Park Royal or bonded warehouse <input type="checkbox"/>	Please include delivery charges (minimum charge of £20 + VAT) <input type="checkbox"/>

BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE AND WISH TO BE BOUND BY THEM, AND AGREE TO PAY THE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.	
Your signature:	Date:

* Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.

NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.

Please email or fax the completed Auction Registration form and requested information to:

Bonhams, Customer Services, 101 New Bond Street, London, W1S 1SR. Tel: +44 (0) 20 7447 7447 Fax: +44 (0) 20 7447 7401, bids@bonhams.com

Bonhams 1793 Limited. Montpelier Street, London SW7 1HH. Incorporated in England. Company Number 4326560.

UK/06/14







EB 1793

Bonhams

Montpelier Street
Knightsbridge
London SW7 1HH

+44 (0) 20 7393 3900

+44 (0) 20 7393 3905 fax

