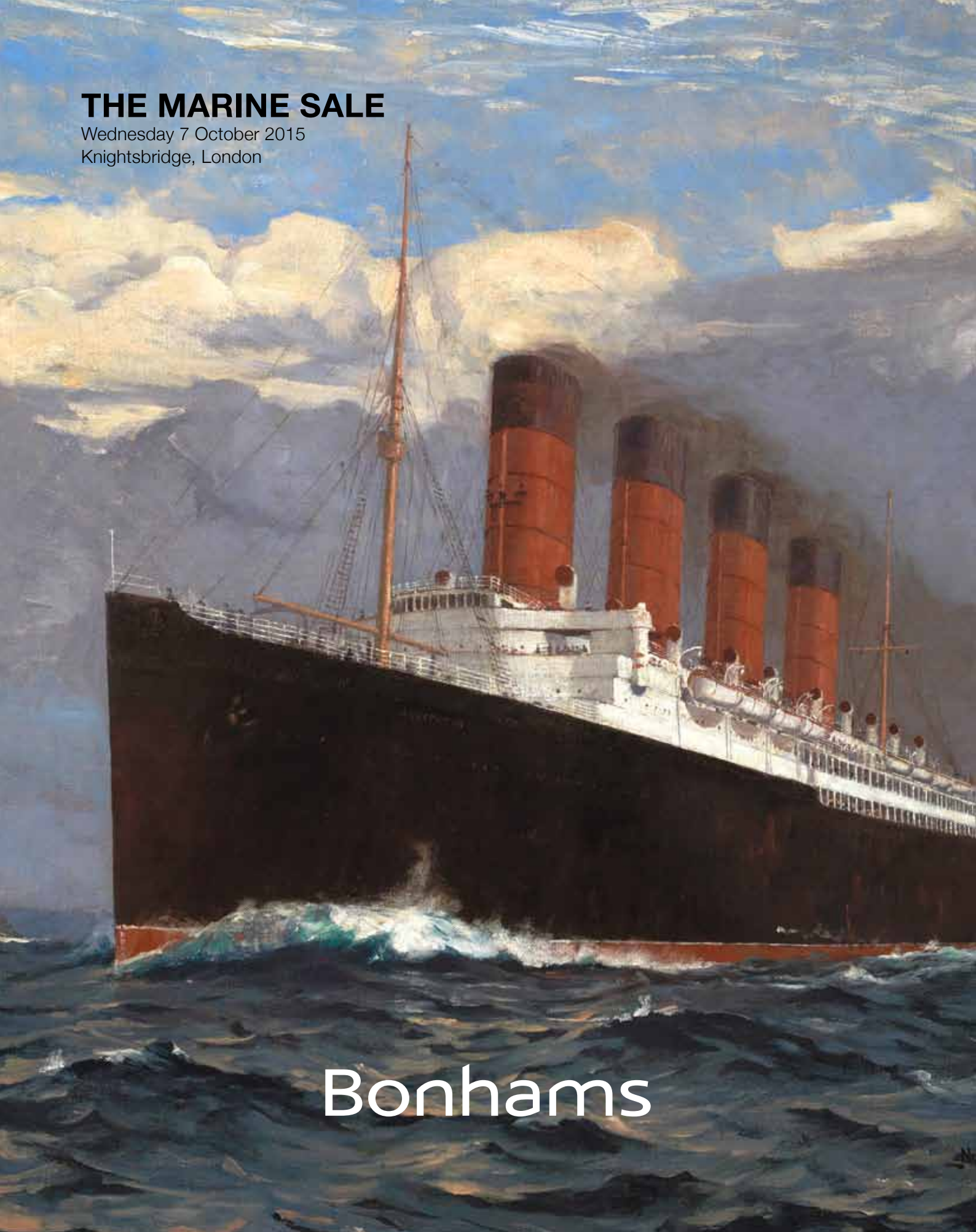


THE MARINE SALE

Wednesday 7 October 2015

Knightsbridge, London



Bonhams







THE MARINE SALE

Wednesday 7 October 2015 at 2pm
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Front cover: Lot 51
Back cover: Lot 11
Inside front cover: Lot 72
Inside back cover: Lot 29
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Before end paper: Lot 104
Index: Lot 88

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.



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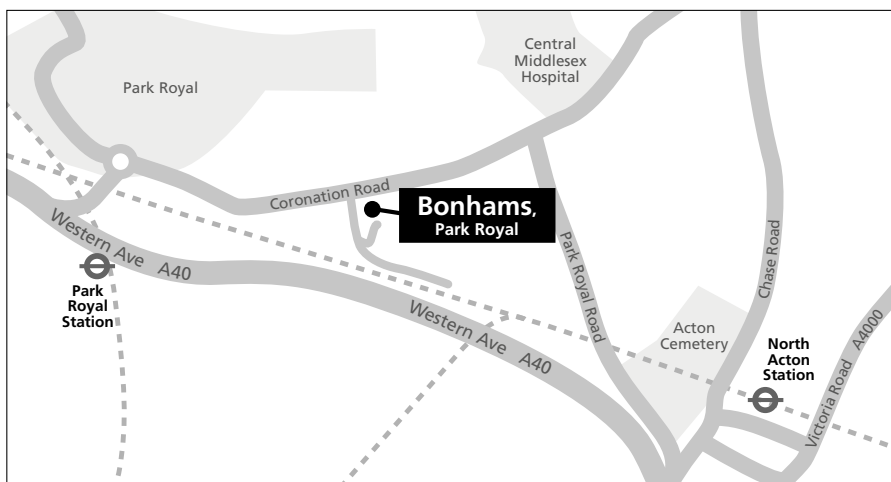
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† VAT 20% on hammer price
and buyer's premium

* VAT on imported items at
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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
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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.



1



1

HORATIO NELSON,

Two Edward Orme bronze medallion boxes of Naval victories, published in 1817, containing circular engravings of Naval victories, together with compass dials, in a bronze case cast in relief with portrait bust of Nelson. Twenty four engravings in total.

The cases 7cm diameter. (2)

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

2

A REPLICA TRAVERSE BOARD, 20TH CENTURY,

the painted wooden board with carved compass points, surmounted by recording table and hand shaped handle. 13 x 7 1/2 x 1 ins (33 x 19 x 2.5cm)

£300 - 500

€410 - 680

US\$470 - 780

2



3

A SHELL-WORK SAILOR'S VALENTINE, WEST INDES, 19TH CENTURY,

the octagonal mahogany case hinged to open to two coloured shell montages with heart motif, when closed, 9 ins (23cm) wide

£800 - 1,200

€1,100 - 1,600

US\$1,200 - 1,900

3





4

4

A HALF-BLOCK MODEL OF A NORTHUMBERLAND WHERRY, LATE 19TH CENTURY,

the carved and painted wooden model mounted on board painted with beach and coastal scene, in walnut veneered frame, 12 1/2 x 18 1/2 ins (32 x 47cm)

£300 - 500

€410 - 680

US\$470 - 780

5

AN 'ORIENT LINE' POSTER DISPLAY BOARD, FROM ANDERSON GREEN & CO, LONDON, CIRCA 1930,

The wood frame surmounted by a white and blue enamel 'ORIENT LINE' plaque, with chromo-lithograph poster applied below after Herbert K. Rooke. 49 ins (125cm) high x 28 1/2 ins (72.5cm) wide

£600 - 1,000

€820 - 1,400

US\$940 - 1,600

6 W

A 10 X 50 BINOCULAR PERISCOPE BY CARL ZEISS, GERMAN, CIRCA 1965,

marked *Carl Zeiss 1873* serial number 12-133-3624. The periscope, with olive painted alloy body and twin adjustable 1ins.(2.5cm) eyepieces fitted with rubber cowls, has an optional grey filter and drop-down scale grid to the left hand eye. The periscope objective, fitted with an optional sun shade, can be manually adjusted from +60/-20 degrees from the horizontal. Rotational adjustment by hand knob, with free-rotation lock. The upper body sits on a lower desk mount, with sight tube, spirit level and three adjustable feet. Can be mounted onto an oak and alloy tripod if required, the instrument: 31 1/2 ins (80cm) high

£600 - 900

€820 - 1,200

US\$940 - 1,400



5



6



7



8

7 W

AN ETHNOGRAPHIC MODEL OF A NATIVE CANOE OR LONG BOAT

The hull hollowed from solid timber, with raised gunwale and additional rails, fitted thwarts and central walkway. Aft steersman's platform with beaded decoration, prow and figurehead missing. 72 x 8 x 3 ins (183 x 20 x 8cm)

£400 - 600
€550 - 820
US\$620 - 940

8 W

A BUILDER'S HALF MODEL OF THE 'SS ADIRONDACK' 1888

Hull of pine on horizontal lifts, painted black to the waterline and varnished below. Varnished decks with inscribed plank lines, block deck houses and superstructure. Fitted with stub masts and funnel. On a painted and varnished backboard with a builder's plaque for Aitken & Mansel. 80 1/2 x 15 1/2 x 5 ins (205 x 39 x 13cm)

£1,000 - 1,500
€1,400 - 2,100
US\$1,600 - 2,300

The Triple expansion steamship *Adirondack* was built by Aitken and Mansel, Whitechurch, Glasgow, for the Atlas Steamship company, Liverpool and launched in 1888. She was sold to the Haitian Government in 1905 and deleted from the register in 1920.



9

9 W

A BUILDER'S HALF MODEL OF THE 'SS ASTRONOMER' 1884

Hull of solid pine on horizontal lifts, painted black to the waterline with varnished rails, and varnished below. Varnished decks, with block deck houses and superstructure. Fitted with stub masts and single funnel. Mounted onto a split timber backboard, with a builder's plaque.
 104 1/2 x 43 x 6 ins (226 x 17 x 15cm)

£1,500 - 2,000

€2,100 - 2,700

US\$2,300 - 3,100

The compound steamship *Astronomer* was built by Aitken and Mansel, Whitechurch, Glasgow, for the Charente Steamship Company (later Harrison Line) and launched in 1884. She ran ashore in Brazil in 1903 and was auctioned off the beach for £1,200. She remained in Brazilian hands until she was scrapped in 1930.

A NAPOLEONIC PRISONER-OF-WAR MODEL OF THE 80-GUN SHIP-OF-THE-LINE 'SANS PARIEL', FRENCH, EARLY 19TH CENTURY,

The three masted vessel with standing and running rigging, pinned and planked hull, horn strakes, stern with gun retraction toggle, gallery and stern board carved with stylised figures and animals, the deck with sky light belaying rails water but stove pipes and capston bough with beakhead and carved wood lion figurehead on shaped bone and pine stand with presentation silver plaque engraved *presented by Major C.W.D.W. Alexander and Mrs C.S. Watson in memory of Major C.J. Alexander 22 x 28 x 7in (56 x 71 x 18cm). Outer case: 34 x 14 x 25 1/2 ins (86 x 35 x 65cm)*

£20,000 - 30,000

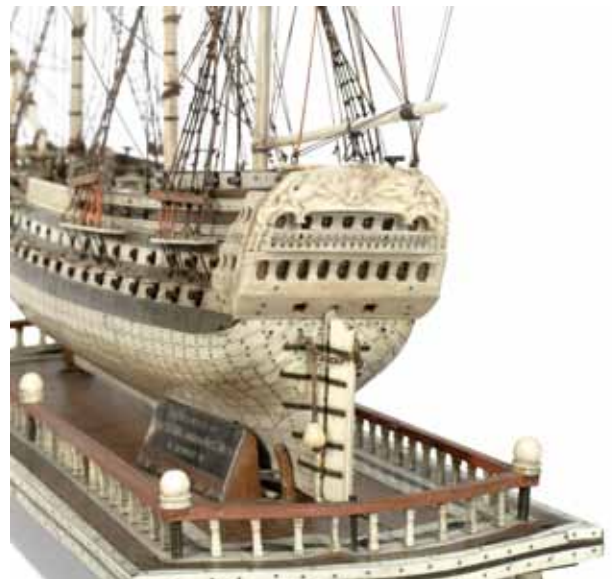
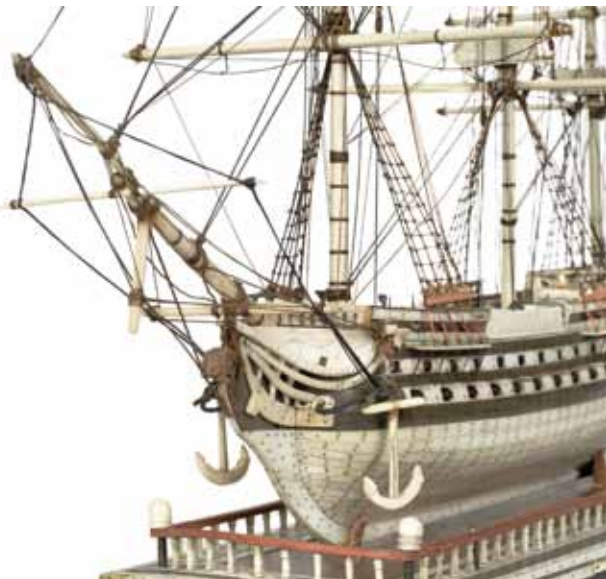
€27,000 - 41,000

US\$31,000 - 47,000

The Sans Pariel was built at Brest and designed by Jacques-Noël Sané the noted French naval architect. She was launched in 1793 and was involved the following year in the engagement "The Glorious 1st of June" where she was dismasted and captured by the English fleet. The Sans Pariel was subsequently towed to Portsmouth where she was refitted and commissioned into the Royal Navy. Under British colours she fought against the French navy in 1795 and took part in the Spithead review the same year. In 1799 she sailed on a tour to the West Indies. During the Peace of Amiens (1803-1806) the Sans Pariel was "laid up in ordinary" which probably indicated that she was stripped down to a non-working capacity, without a ship's company. In 1808 she was converted to a prison hulk and laid up off Plymouth. The following year the prisoners housed on board were marched from Plymouth to the newly constructed prison at Pricetown on Dartmoor. The ship then became a "sheerhulk", carrying masts for re-rigging other ships, before being broken-up at Davenport in 1842.



10





11



11

A FINE PRISONER-OF-WAR BOXWOOD AND EBONY MODEL OF THE FIRST CLASS SHIP-OF-THE-LINE 'L'ARGUS',

The three masted model with standing and running rigging, the horseshoe-shaped stern with applied boxwood acanthus leaf decoration, ship's lantern, double gallery with balustrading, quarter galleries with leaded windows, the deck with cannon on carriages, companionways, gratings, double stove pipe, capstan and belaying rails, carved beakhead with polychromed warrior figurehead, on later stand and ebony base under glass dome, the model 12 x 17 x 3 ins (30.5 x 43 x 7.5cm)

£15,000 - 20,000

€21,000 - 27,000

US\$23,000 - 31,000

Exhibited

The London Science Museum

Provenance

This model was presented to the eminent prisoner reformer, Elizabeth Fry, by grateful French prisoners of war following the end of the Napoleonic Wars. Hence by family descent to the current owner. Until recently a portrait of Elizabeth Fry was featured on the British Five Pound note.

Literature

This model is illustrated and described in 'The Model Ship', Norman Napier Boyd, page 63 plate 41.





12



13



14

12

**FRANK WILLIAM SCARBROUGH
(BRITISH, 1860-1939)**

'Off Woolwich, London'
signed 'F.W.SCARBROUGH' (lower right) and
inscribed with title (lower left)
watercolour heightened with white
24.5 x 34cm (9 5/8 x 13 3/8in).

£800 - 1,200
€1,100 - 1,600
US\$1,200 - 1,900

13

**FRANK WILLIAM SCARBROUGH
(BRITISH, 1860-1939)**

'The Pool of London'
signed 'F.W.SCARBROUGH' (lower right) and
inscribed with title (lower left)
watercolour heightened with white
24.5 x 35cm (9 5/8 x 13 3/4in).

£800 - 1,200
€1,100 - 1,600
US\$1,200 - 1,900

14

**CHARLES EDWARD DIXON (BRITISH,
1872-1934)**

Tower Bridge from the Lower Pool
signed and dated 'Charles Dixon/1930' (lower
left)
watercolour
54.5 x 91cm (21 1/2 x 35 3/4in).

£8,000 - 12,000
€11,000 - 16,000
US\$12,000 - 19,000

Exhibited

London, Guildhall Art Gallery, *Tower Bridge: A
Celebration of 120 Years*, 31 May 2014 - 26
April 2015, illustrated on p.48.



15



16

15 AR

NORMAN WILKINSON (BRITISH, 1878-1971)

A passenger liner under the escort of two pilot tugs
signed 'NORMAN WILKINSON' (lower right)
oil on canvasboard
45.7 x 61cm (18 x 24in).

£1,000 - 1,500
€1,400 - 2,100
US\$1,600 - 2,300

16 AR

NORMAN WILKINSON (BRITISH, 1878-1971)

'Coal Tips, Gravesend'
signed 'NORMAN WILKINSON' (lower left); also inscribed with artist's
name, address and title (on Society of Marine Artists label attached to
the reverse)
oil on canvasboard
45.7 x 61cm (18 x 24in).

£1,000 - 1,500
€1,400 - 2,100
US\$1,600 - 2,300

Provenance

Anon. sale, Bonhams, London, 14th January 1999, lot 158.



17



18

17

WILLIAM LIONEL WYLLIE (BRITISH, 1851-1931)

Shipping on the Thames
signed 'W L Wyllie' (lower left)
oil on canvas
20.5 x 40.5cm (8 1/8 x 16in).

£2,500 - 3,500
€3,400 - 4,800
US\$3,900 - 5,500

18

WILLIAM LIONEL WYLLIE (BRITISH, 1851-1931)

The Pool of London
signed 'W L Wyllie' (lower right)
oil on canvas
21 x 41cm (8 1/4 x 16 1/8in).

£2,500 - 3,500
€3,400 - 4,800
US\$3,900 - 5,500



19



20

19

FRANK WILLIAM SCARBROUGH (BRITISH, 1860-1939)

'The Tower Bridge, London'

signed 'FW. Scarbrough' (lower right) and inscribed with title (lower left)

watercolour heightened with white

16.5 x 24.5cm (6 1/2 x 9 5/8in).

£800 - 1,200

€1,100 - 1,600

US\$1,200 - 1,900

20

ALBERT MOULTON FOWERAKER R.B.A. (BRITISH, 1873-1942)

The Thames in November

signed 'A. Moulton Foweraker' (lower left)

watercolour

36 x 50cm (14 3/16 x 19 11/16in).

£600 - 800

€820 - 1,100

US\$940 - 1,200



21



22

21 AR

BARRY MASON (BRITISH, BORN 1947)

The Driver
signed 'Barry Mason' (lower right)
oil on canvas
50.8 x 76.2cm (20 x 30in).

£1,200 - 1,800
€1,600 - 2,500
US\$1,900 - 2,800

22 AR

BARRY MASON (BRITISH, BORN 1947)

'The Sultry Lagoon, Venice circa 1860'
signed 'Barry Mason' (lower left), also signed, inscribed and dated 'The
Sultry Lagoon/Venice c.1860/Barry Masson/linen canvas on board'
(verso)
oil on board
30.5 x 45.7cm (12 x 18in).

£800 - 1,200
€1,100 - 1,600
US\$1,200 - 1,900



23



24



25

23

GEORGE WEBSTER (BRITISH, 1797-1864)

Isle of Dogs
signed 'G.Webster' (lower right)
oil on canvas
43.5 x 53.3cm (17 1/8 x 21in).

£2,000 - 3,000
€2,700 - 4,100
US\$3,100 - 4,700

24

CHARLES NAPIER HEMY, RA RWS (BRITISH, 1841-1917)

'The Old Fisher Boat, Salmon Station on the Tyne'
signed with monogram and dated '1863' (lower right), also signed,
inscribed and dated 'The Old Fisher Boat, Salmon Station on the
Tyne)/C Napier Hemy 1863/Gateshead' (on the reverse)
oil on canvas
28 x 49cm (11 x 19 1/4in).

£1,000 - 1,500
€1,400 - 2,100
US\$1,600 - 2,300

25

WILLIAM MITCHELL OF MARYPORT (1806-1900)

Launch of the Collingwood from Kelsick Wood Yard, Maryport
signed and dated W. MITCHELL/1884' (lower left) and bears
two other signatures 'W. BROWN' (lower left) and 'JENKINSON/
LIVERPOOL/1819' (lower centre)
oil on canvas
70.5 x 107cm (27 3/4 x 42 1/8in).

£6,000 - 8,000
€8,200 - 11,000
US\$9,400 - 12,000

Provenance

The Estate of Baroness James (P.D. James).

A photograph of the original canvas before it was lined shows an inscription on the reverse that reads as follows: "Launch of the Collingwood" from the/yard. Keswick [sic] Wood Maryport/ This picture copied from the original/ by permission of Wilton Wood Esq./ Painted in 1819 by W. Brown Maryport/and Jenkinson of Liverpool/ W Mitchell Maryport 1884'

According to "The Artists of Cumbria" by Marshall Hall, William Mitchell was the most talented of Cumbria's latter day marine artists. Born in Maryport, he was possibly a pupil of William Brown



26



27



28

26

JOHN TOBIAS YOUNG (BRITISH, BORN 1790)

Calshot Castle, Southampton Water with Cowes-Southampton steam ferry in the distance
signed and dated 'JT Young. pinxt/1824' (lower centre)
oil on panel
33 x 50.5cm (13 x 19 7/8in).

£3,000 - 5,000
€4,100 - 6,800
US\$4,700 - 7,800

Provenance

With The Parker Gallery, London.
Private collection, UK.

27

THOMAS MITCHELL (BRITISH, 1735-1790)

A British Man-of-War and other vessels indistinctly signed 'T Mitchell' (lower right)
oil on panel
35.5 x 52.7cm (14 x 20 3/4in).

£2,000 - 3,000
€2,700 - 4,100
US\$3,100 - 4,700

Provenance

With Thomas Agnews & Sons, London, No.44114.
Private collection.

28

THOMAS LUNY (BRITISH, 1759-1837)

A frigate off the Needles signed and dated 'Luny 1827' (lower left)
oil on panel
30 x 41cm (11 13/16 x 16 1/8in).

£3,000 - 5,000
€4,100 - 6,800
US\$4,700 - 7,800

Provenance

With The Parker Gallery, London.
Private collection, UK.

29 *

THOMAS WHITCOMBE (BRITISH, 1760-1824)

The merchantman *Medina* of London in two positions off Dover signed and dated 'Tho Whitcombe 1820' (lower left) oil on canvas
90.8 x 136.5cm (35 3/4 x 53 3/4in).

£20,000 - 30,000

€27,000 - 41,000

US\$31,000 - 47,000

Provenance

Private collection, UK

Anon. sale, Christie's London, 19th November 1982, lot 63

With David S. Ramus Ltd, Atlanta, ref 1984.78

With Faustus Gallery, London

Private collection, USA

This painting was probably commissioned to celebrate the *Medina*'s completion and maiden voyage. Whitcombe was an expert portraitist of ships, employing even lighting and very fine brushwork to convey every detail of structure and rigging. The name *Medina . London* is carved across the stern in the right-hand view of the vessel. In the background, the white cliffs of Dover gleam in the sun: a poignant symbol of England for shipping departing for, or arriving from, long and hazardous voyages.

A full-rigged merchantman of 469 tons, the *Medina* was built at Topsham, Devon in 1811 and owned by Davy & Co. of London who put her into the Jamaica trade under the command of Captain Kenneday. In 1820-21 she was sold to Haymans and made voyages to Bombay under her new master, Captain Hayley. She then transferred to the London-New South Wales route.

In 1830 the *Medina* carried goods and emigrants to the newly-founded Swan River Colony in Western Australia. Intended as a 'free' colony for farmers rather than a penal colony like Sydney, the Swan River Colony was claimed for Britain by Captain Charles Fremantle of *HMS Challenger* on 2nd May 1829. The towns of Perth and Fremantle were named in August. The *Medina*, commanded by her master Captain Walter Pace, arrived in Fremantle on 16th July 1830. In 1832 Pace settled in Western Australia and a suburb of Kwinana on the Swan River was later named in the *Medina*'s honour. *Medina*'s many long voyages took their toll and by 1834 she was laid up in the Port of London, where she was sold for £9,500.

Thomas Whitcombe painted major naval battles from the American War of Independence to the Napoleonic Wars, recording the battle of the Saintes, Camperdown and the Nile, among others. He was skilled at painting the majestic and deadly array of ships drawn up in battle line.

Little is known of Thomas Whitcombe's life, despite his eminence as a marine painter. His output was large, and he contributed greatly to recording the naval side of the French Revolutionary wars. He produced watercolours for fifty-four plates of *The Naval Achievements of Great Britain*, published in 1817, and made paintings for at least one hundred more wartime engravings, as well as depicting peaceful subjects such as coastal scenes.

Whitcombe exhibited one painting at the British Institution, in 1820. He exhibited at the Royal Academy from 1783 to 1824, working from London addresses.



29





30

30 †

THOMAS LUNY (BRITISH, 1759-1837)

A frigate and other shipping in the Channel
signed 'Luny' (lower left)
oil on canvas
25.4 x 35.5cm (10 x 14in).

£3,000 - 5,000

€4,100 - 6,800

US\$4,700 - 7,800

Provenance

The Collection of Willis Group, global insurance brokers

The present lot shows a thirty-six gun frigate on the wind in the Channel, with the white cliffs of Dover at background left. She wears a red ensign. Alongside is a three-masted lugger, transporting someone or something to the ship. In the foreground, a two-masted lugger has struck her mainsail and rows into the wind, keeping the mizzen up to steady the boat. In the right distance is a cutter. In the left background is an anchored merchantman, sails loosely furled, perhaps awaiting a convoy in the Downs. She is distinguishable as a merchant ship by her single row of guns and broad stern with two sets of stern windows.

In contrast to warships, merchantmen were built for capaciousness and comfort, rather than speed. In addition to valuable cargoes, their captains carried passengers who paid a hefty fee for accommodation in the beautiful stern cabins, which could be almost as richly furnished as a Mayfair town house. This ship wears a red ensign, suggesting that she is a West Indiaman, not one of the East India Company's fleet, which would have worn the Company's red and white striped ensign.

In wartime British merchant ships, although they carried guns, were prey for French warships and indeed for pirates who robbed and murdered whatever the state of international relations. Convoys of merchantmen sailed together for safety, escorted by warships, although the overstretched Navy could spare few ships for convoy duty and sluggardly merchantmen scattered over a wide stretch of sea were often picked off by the enemy. The calm sea in this painting gives a wonderful impression of the silvery light and moisture-laden atmosphere of the Channel, filled with spiralling clouds and the beautiful vessels of the age of sail.

Report based on information on topography and details of shipping by Roger Quarm of the National Maritime Museum, Greenwich and Roger Marsh.



31

31 †

THOMAS LUNY (BRITISH, 1759-1837)

A Squadron of the Blue off Portsmouth, with a frigate departing, a naval cutter and the flagship of an Admiral of the Blue signalling signed 'Luny' (lower left)

oil on canvas

25.4 x 35.5cm (10 x 14in).

£3,000 - 5,000

€4,100 - 6,800

US\$4,700 - 7,800

Provenance

The Collection of Willis Group, global insurance brokers

A Squadron of the Blue off Portsmouth depicts the most important naval base in Britain, from which in 1803 departed Nelson's fleet, destined after two years' wandering for the final showdown with the French at Trafalgar. Luny shows a breezy day with high-piled cumulus clouds moulded by sunlight and a pinkish glow in the east suggestive of morning. To the right, a thirty-eight gun frigate, sailing on the wind, heads for the Channel, her long naval pennant streaming back westwards. The thirty-eight was a standard size for British frigates in the 1790s; she would have carried eighteen-pounder long guns on her main deck. Her trim, black with a broad ochre stripe along the main deck, is also typical of the 1790s.

In the central distance another frigate passes through the narrow entrance to Portsmouth Harbour, with the Round Tower, part of Henry VIII's fortifications, to the right and the Gosport fortifications to the left. Her sails catch the sun, making a brilliant focus on the horizon. Further left is an anchored three-decker of ninety, ninety-eight or a hundred guns, sails tightly furled, flying signal flags and wearing the flag of a full Admiral of the Blue at the main. She fires a signal gun to windward, possibly some message for the departing frigate; the smoke billows back over the deck. In the left middleground a naval cutter moves briskly, close-hauled on the breeze. Such boats were used for running errands between larger vessels but, being fast and weatherly, could also take on smugglers and enemy privateers: she would have carried twelve four-pounder guns, or carronades, stubby but highly destructive armament. Like the other vessels in the painting, the cutter wears the Blue ensign, being attached to a squadron under the command of an Admiral of the Blue. The Union in the canton lacks the red saltire cross of St Patrick, indicating that this painting was made before the Union of Great Britain and Ireland on 1st January 1801. Behind the cutter is an anchored two-decker, a sixty-four or seventy-four gun ship of the line. A humble fishing boat bobs on the shadowed sea in the foreground, throwing the glorious panoply of the Royal Navy into relief. Luny's low viewpoint enhances the elegant lines of the warships and gives a great sense of immediacy, of riding on the choppy waves.

Report based on information on topography and details of shipping by Roger Quarm of the National Maritime Museum, Greenwich and Roger Marsh.



32



33



34

32

ATTRIBUTED TO WILLIAM JOHN HUGGINS (BRITISH, 1781-1845)

The Battle of the Nile
oil on canvas
71.5 x 140cm (28 1/8 x 55 1/8in).

£3,000 - 5,000
€4,100 - 6,800
US\$4,700 - 7,800

33

CHARLES BROOKING (BRITISH, 1723-1759)

A break in the clouds
oil on canvas
24 x 36cm (9 7/16 x 14 3/16in).

£2,000 - 3,000
€2,700 - 4,100
US\$3,100 - 4,700

Provenance

Sotheby's, 10th June, 1964, lot 222, 100 guineas
Appleby Brothers, £400
F. B. Cockett Esq.
Private Collection

Exhibited

Mellon Foundation : Aldeburgh / Bristol, June / July 1966, no. 21

Literature

David Joel, 'Charles Brooking', (Woodbridge, Suffolk, 2000), illustrated in black and white, p.150.

34

FRANCIS HOLMAN (BRITISH, 1729-1790)

The East Indiaman *Royal George* firing a salute
oil on canvas
65 x 139cm (25 9/16 x 54 3/4in).

£8,000 - 12,000
€11,000 - 16,000
US\$12,000 - 19,000



35



36

35

HEINRICH ANDREAS SOPHUS PETERSEN (GERMAN, 1834-1916) AND PETER CHRISTIAN HOLM (DANISH/GERMAN, 1823-1888)

The *Lenore* Bound for Hamburg
signed and dated 'H.Petersen & P.C.Holm.1877. (lower right) and
inscribed 'Lenore bound to Hamburg 1877' (lower centre)

oil on canvas

57.2 x 86cm (22 1/2 x 33 7/8in).

unframed

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

36

ATTRIBUTED TO CARL (JOHANN CARL) NEUMANN (DANISH, 1833-1891)

Sailing boats off a coast

oil on canvas

30.5 x 43.5cm (12 x 17 1/8in).

£600 - 800

€820 - 1,100

US\$940 - 1,200



37



38

37

JACOB EDUARD HEEMSKERCK VAN BEEST (DUTCH, 1828-1894)

Stormy Sea
signed 'Eduard Heemskerck van Beest' (lower left)
oil on canvas
79.5 x 119.5cm (31 1/4 x 47in).

£1,500 - 2,000
€2,100 - 2,700
US\$2,300 - 3,100

38

WILLIAM EDWARD NORTON (AMERICAN, 1843-1916)

Choppy waters
signed 'William E. Norton' (lower left)
oil on board
30 x 40.5cm (11 13/16 x 15 15/16in).

£1,000 - 1,500
€1,400 - 2,100
US\$1,600 - 2,300



39

39

JOSEPH HEARD (BRITISH, 1799-1859)

The Three masted Barque *Isabel* off the South Stack, in two views
signed 'J Heard/1837' (lower left)
oil on canvas
71.1 x 101.6cm (28 x 40in).

£5,000 - 7,000

€6,800 - 9,600

US\$7,800 - 11,000

Provenance

With The Parker Gallery, London.
Private collection, UK.

The *Isabel* was built at Liverpool in 1836, for trade between London and South America. She latterly traded between Liverpool and Jamaica and disappears from the register in 1848.

40

JOHN FREDERICK LOOS (BELGIAN, MID/ LATE 19TH CENTURY)

The Iron ship *First Lancashire* of Swansea signed, inscribed and dated 'John. Loos. Antwerp. 1893.' (lower right) and inscribed 'FIRST LANCASHIRE OF SWANSEA' (lower centre)
oil on canvas
60 x 90cm (23 5/8 x 35 1/2in).

£1,500 - 2,000

€2,100 - 2,700

US\$2,300 - 3,100

Built in 1875 by Osbourne, Graham & Co., Sunderland for W.H. Owen of Liverpool and initially based in that port. She was sold to JC & GS Richardson of Swansea in 1892, so this portrait, possibly commissioned by her new owners, will date from this period. She disappears from the register in 1896.

41

RICHARD BARNETT SPENCER (BRITISH, ACTIVE 1840-1874)

The Brigantine *Fanny Alice* off Dover signed 'R.B.SPENCER' (lower left)
oil on canvas
41 x 61cm (16 1/8 x 24in).

£1,200 - 1,800

€1,600 - 2,500

US\$1,900 - 2,800

Built by Coffins of Prince Edward Island in 1868 for Peake Brothers and destined for the timber trade between London and Honduras. She disappears from the register in 1874.



40



41





42 *

PHILIP JOHN OULESS (BRITISH, 1817-1885)

The Royal Yacht *Fairy* with Queen Victoria on board, making her way through ships of the fleet signed and dated 'Ph J. Oules 1852' (lower left)
oil on canvas

67.3 x 95.2cm (26 1/2 x 37 1/2in).

£20,000 - 30,000

€27,000 - 41,000

US\$31,000 - 47,000

Provenance

With St. Helier Galleries Ltd, St. Helier, 1975

Private collection, UK

Philip John Oules was a Jersey painter and watercolourist who contributed illustrations to the *Illustrated London News*; he recorded the visit of Queen Victoria and Prince Albert to Jersey in 1846. This painting shows the Royal Yacht *Fairy* passing a frigate and other shipping, watched by a boatload of sightseers. The Royal Standard flies at the *Fairy's* mainmast, indicating that the Queen is actually on board, perhaps returning to Portsmouth from Osborne House in the gathering dusk of a beautiful summer's day.

The iron screw yacht *Fairy* was built by Ditchburn and Mare at Blackwall in 1844 as a tender to the first Royal paddle-wheel steam yacht, the *Victoria and Albert*, which was launched in 1843. Queen Victoria and her young family first stayed at Osborne House on the Isle of Wight in 1844; from then on the Royal Yachts were indispensable to her sojourns there, as well as trips to the Continent and round Britain to show herself to her loyal subjects. At 317 tons burden, 146 ft long, 21 ft in the beam and 7 ft 4 in draught, the *Fairy* could moor at Trinity Pier at East Cowes, convenient for Osborne, while the *Victoria and Albert* anchored in Cowes Roads. In 1846 the *Fairy* took the Royal Family to Liverpool and up the Tamar in Cornwall, where the four-year-old Prince of Wales in his sailor suit delighted sightseers. The pattern of happy Royal Families enjoying their kingdom's maritime beauties was set for several generations to come. In 1847 the *Fairy* took the Queen to Scotland and in 1854 she reviewed the Baltic Fleet at Spithead from the yacht before it departed for the Crimean War. The *Fairy* was gradually replaced by the paddle-wheel yacht *Alberta* from 1863 and she was broken up in 1868.

Philip John Oules was one of the most celebrated marine painters of Jersey, the son of an auctioneer. His parents emigrated from Coutances, Normandy to escape the French Revolution and Philip was born in St Helier in 1817. He studied painting in Paris but returned to St Helier where he established himself as a marine, landscape and portrait painter. He received numerous commissions from ship owners and masters, benefiting from the nineteenth century boom in shipbuilding. As well as the new paddle steamers, Oules painted early racing yachts.

Oules's views of Jersey were engraved and sold to the increasing number of visitors to the island. He recorded the visit of Queen Victoria and Prince Albert to Jersey in 1846 in eleven watercolours, which were published the following year. Oules also recorded a number of events, particularly shipwrecks, which were reproduced in the *Illustrated London News*. He died at 53 New Street, St Helier in 1885. His son Walter William Oules, RA (1848-1933) became a portrait painter.



43

43

JOHN WARD OF HULL (BRITISH, 1798-1849)

The paddle steamer *Vivid* at the mouth of the Humber bears a signature 'J. Ward' (lower left) and bears the artist's name and inscription 's.s. "Vivid"~by John Ward of Hull~' (verso)

oil on canvas

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

£12,000 - 18,000

€16,000 - 25,000

US\$19,000 - 28,000

Exhibited

Kingston upon Hull, Ferens Art Gallery, *Collectors Choice*, 1970, no. 169.

The P.S. *Vivid* was built at Limehouse in 1835 for the Humber Union Steam Packet Company, for service between Hull and London. Eventually she was transferred to the General Steam Navigation Company in 1837 and taken out of service in 1845. *Vivid* and her sister ships *Victoria*, *Waterwitch* and *Wilberforce* were all painted by John Ward of Hull at various times.

This picture may have been commissioned by the owners of P.S. *Vivid* to hang on board the vessel.

We are grateful to Arthur Credland for his assistance in cataloguing this lot.



44

44

ARTHUR WELLINGTON FOWLES (BRITISH, 1815-1883)

The *America* off Ryde, Isle of Wight
with Osborne House in the distance
signed and dated 'A. Fowles/1852' (lower left)
oil on canvas
36 x 54cm (14 1/8 x 21 1/4in).
unframed

£6,000 - 8,000
€8,200 - 11,000
US\$9,400 - 12,000

The 170 ton schooner *America* was built in New York in 1851 by George Steers for the commodore of the New York Yacht Club, John Stevens, especially to race in English waters. She was launched on the 3rd May 1851 and by late June she left New York for England. On the 22nd August 1851, in a race around the Isle of White, *America* finished first of 16 starters. She was awarded the cup presented by the Royal Yacht Squadron, known ever since as The *America's* Cup.

The present lot, painted in 1852, presumably depicts *America* racing in the regatta that secured her place in yachting history and established the cup still awarded today and seen as one of the most coveted sporting trophies.



45



46



47

45 AR

LESLIE ARTHUR WILCOX (BRITISH, 1904-1982)

Hong Kong and Victoria Anchorage in 1870

signed 'L.A.WILCOX' (lower right)

oil on canvas

51 x 76cm (20 1/16 x 29 15/16in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300

Provenance

With Parker Gallery, London.

Private collection, UK.

46 AR

FRANK HENRY MASON (BRITISH, 1875-1965)

Westward, winner of the Royal Yacht Squadron Regatta, 5th August 1935

signed 'FRANK H. MASON R.I.' (lower right)

oil on canvas

50.8 x 76.2cm (20 x 30in).

£800 - 1,200

€1,100 - 1,600

US\$1,200 - 1,900

The iron schooner *Westward* was designed and built by the Herreshoff yard at Bristol Rhode Island in 1910. Sold to the Hamburg sailing Club in 1911 and renamed *Hamburg II* she was seized in UK waters when the First World War broke out in 1914. Restored to her previous name, she was purchased by Jersey ex-seaman and millionaire TB Davis in 1923 and took part in all of the big yacht regattas, racing against *Britannia*, *Lulworth* and others. The Jubilee year of 1935 marked the swansong for *Westward* and the other big class yachts; in the Royal Yacht Squadron regatta on August 5th she beat all the fleet, including some of the newer "J" Class. But following the death of his friend King George V in 1936, Davis fitted *Westward* with an auxiliary motor and confined his sailing to cruising. Laid up at Dartmouth during the Second World War, no buyer could be found for her following Davis' death in 1942 and she was subsequently scuttled in the Hurd Deep off his native Jersey.

47 W

FREDERICK GEORGE COTMAN (BRITISH, 1850-1920)

Steaming into Lincoln

signed and dated 'F.G. Cotman 1894' (lower right)

oil on canvas

108.2 x 158cm (42 5/8 x 62 3/16in).

£3,000 - 5,000

€4,100 - 6,800

US\$4,700 - 7,800

Provenance

Sale, Phillips, London, 20 November 1984, lot 66.

According to a label verso the present lot was exhibited at the Royal Institute in 1894.



48



49



50

48 AR

NORMAN WILKINSON (BRITISH, 1878-1971)

'The Medway'
signed 'NORMAN WILKINSON' (lower right);
also inscribed with artist's name, address and
title (on label attached to the frame verso)
oil on board
40 x 50.5cm (15 3/4 x 19 7/8in).
with a watercolour and pencil sketch of war
ships and sailing boats (on the reverse)

£700 - 900
€960 - 1,200
US\$1,100 - 1,400

Exhibited

London, Royal Academy Summer Exhibition,
1943, No.446.

49

ARTHUR JAMES WETHERALL BURGESS (AUSTRALIAN, 1879-1957)

On a flood tide
signed 'ARTHUR JW BURGESS' (lower left)
oil on canvas
46 x 61cm (18 1/8 x 24in).

£500 - 700
€680 - 960
US\$780 - 1,100

Provenance

With The Royal Exchange Art Gallery, London.
Private collection, UK.

50 AR W

NORMAN WILKINSON (BRITISH, 1878-1971)

Landfall
signed 'NORMAN WILKINSON' (lower right)
oil on canvas
101.5 x 127cm (40 x 50in).

£3,000 - 5,000
€4,100 - 6,800
US\$4,700 - 7,800

Provenance

With the Royal Exchange Art Gallery, London.
Private collection, UK.

51 AR

NORMAN WILKINSON (BRITISH, 1878-1971)

The Cunard liner *Lusitania* speeding past the Fastnet lighthouse, probably outward bound for New York on her maiden voyage signed 'Norman Wilkinson' and dated 1907 (lower right) oil on canvas 76.2 x 101.6cm (30 x 40in).

£20,000 - 30,000

€27,000 - 41,000

US\$31,000 - 47,000

Had *Lusitania* survived the First World War, she and her equally celebrated sister *Mauretania* might well have become the most successful pair of liners ever to ply the North Atlantic passenger trade. Conceived as Cunard's response to the acquisition of the rival White Star Line by the American financier John Pierpont Morgan, the two ships were ordered in 1905 and *Lusitania* was completed first in August 1907. Built by John Brown at Clydebank and registered at 31,550 tons, she measured 787 feet in length with an 87½ foot beam, and was the largest vessel in the world when she entered service in September 1907. The first ocean liner to be powered by steam turbines, she captured the prestigious 'Blue Riband' from the German liner *Kaiser Wilhelm II* on her second crossing with an average speed of 23.99 knots and even though she soon surrendered this record to *Mauretania*, she nevertheless continued to turn in fast, regular passages in the years prior to the Great War and was a hugely popular ship with the travelling public.

Clearing New York on 1st May 1915 with almost 2,000 persons aboard, *Lusitania* entered the Irish Sea on the 7th and was off the Old Head of Kinsale at 2.00pm. when, without warning, she was struck by a single torpedo from the German submarine U-20. Almost immediately this was followed by a second, much more violent explosion; in an instant the great ship lost way and began heeling over. Within eighteen minutes she had sunk with massive loss of life, including 134 American citizens, and her loss was undoubtedly a major factor in persuading the U.S.A. to enter the War on the side of the Allies. The riddle of her rapid sinking has remained controversial to this day and argument still rages as to whether she was or was not illegally carrying munitions in direct contravention of her rôle as a passenger ship. As a result of his diving operations, Dr. Robert Ballard has concluded that the actual cause was the explosion of methane gas in the empty coal bunkers, but whatever the truth of this claim, the sinking remains one of the greatest maritime tragedies ever.

We are grateful to Michael Naxton for his assistance in cataloguing this lot.







52



53



54

52 AR

BARRY MASON (BRITISH, BORN 1947)

A New Start, The Emigrant Clipper *Speedy*
circa 1853

signed 'Barry Mason' (lower right)

oil on canvas

50.8 x 76.2cm (20 x 30in).

£1,200 - 1,800

€1,600 - 2,500

US\$1,900 - 2,800

On the Thames looking up to Limehouse Reach in the Autumn of 1853. The new clipper *Speedy* tows outward to Australia from London Docks.

53 AR

BARRY MASON (BRITISH, BORN 1947)

Clearing a Birth - The Upper Pool circa 1840
signed 'Barry Mason' (lower right)

oil on canvas

50.8 x 76.2cm (20 x 30in).

£1,200 - 1,800

€1,600 - 2,500

US\$1,900 - 2,800

54 AR

BARRY MASON (BRITISH, BORN 1947)

The Battle of Trafalgar at 12:20pm on 21st
October 1805

signed 'Barry Mason' (lower right)

oil on canvas

61 x 91.5cm (24 x 36in).

£2,000 - 3,000

€2,700 - 4,100

US\$3,100 - 4,700



55

55

CHARLES MARTIN POWELL (BRITISH, 1775-1824)

A Dutch harbour scene with Men-o-war and other shipping by a quayside with figures in fishing boats and a town in the distance at sunset

oil on canvas

65 x 90cm (25 1/2 x 35 1/2in).

£10,000 - 15,000

€14,000 - 21,000

US\$16,000 - 23,000

Provenance

with Frost and Reed, no.29110.



56

56 ^W

JOHANN CASPAR HUBER (GLATTFELDEN 1752-1827 ZURICH)

Seascape with American, British and Dutch Frigates

signed and dated 'J.C. Huber/ Pinx. 1796' (lower left)

oil on canvas

155.2 x 189.8cm (61 1/8 x 74 3/4in).

£7,000 - 10,000

€9,600 - 14,000

US\$11,000 - 16,000

Provenance

With Luc Bouveret, Paris

Sale, Christie's, New York, 6 June 2012, lot 25 (as property of a distinguished gentleman), where purchased by the present owner





57

WILLIAM JOHN HUGGINS (BRITISH, 1781-1845)

The Hon. East India Company ship *Inglis* in two positions off Dover
signed 'W.J. Huggins/1820' (lower right)
oil on canvas

79 x 126cm (31 1/8 x 49 5/8in).

£20,000 - 30,000

€27,000 - 41,000

US\$31,000 - 47,000

Provenance

Mr and Mrs Ian Cameron, The Old Rectory,
Peasemore, Berkshire

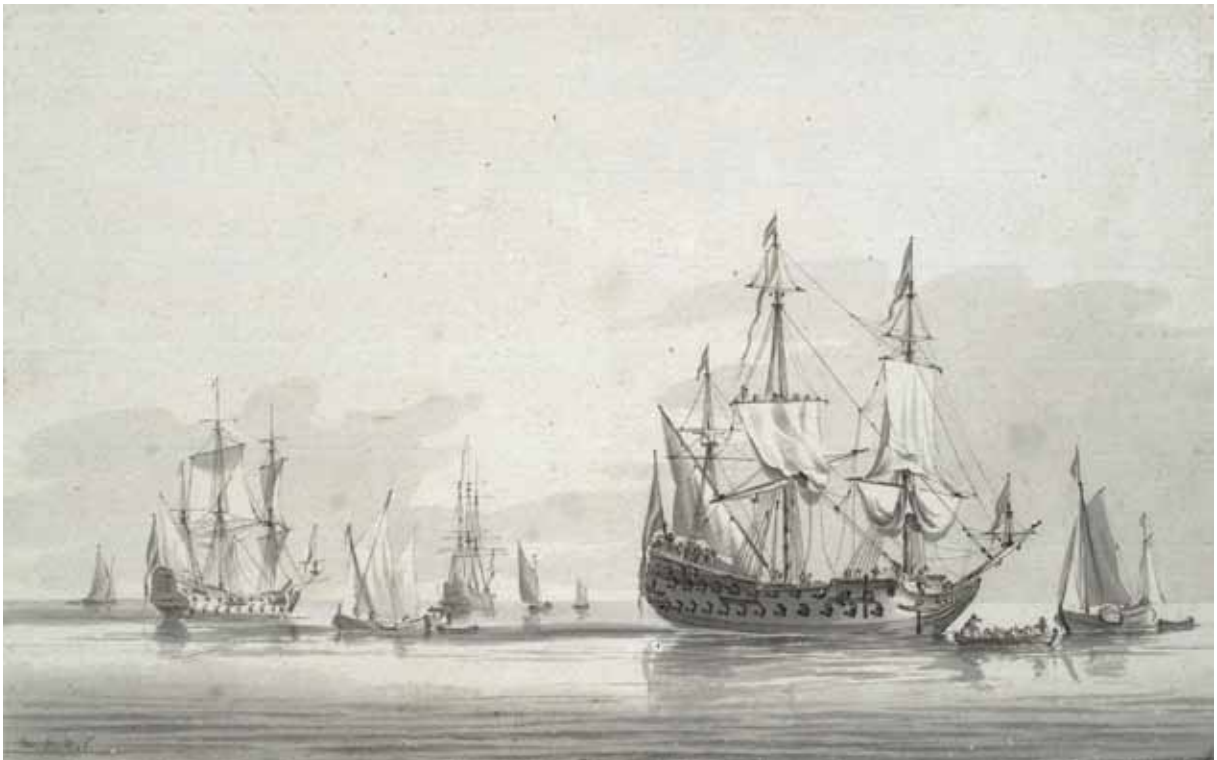
William John Huggins served with the East India Company as a steward from 1812 to 1814 and painted many portraits of the Honourable Company's ships. This work shows the *Inglis* in two positions off Dover. Probably named after Captain Nathaniel Inglis, whose exploits at the siege of Madras in 1758 were celebrated in the annals of the East India Company, the *Inglis* was built at Penang by Caleb Martin Taylor for Robert Hudson of Fenchurch Street, and launched on 22nd June 1811. She was a large merchantman of 1,312 registered tons, 133 ft in length with a 42 ft 9 in beam. Between September 1812 and May 1818 the *Inglis* made three round trips to China via India, under the command of her master, Captain William Hay. Captain Thomas Borradaile took her to China in 1819-20 and she continued trading to China via Bombay or Bengal until sold out of the East India Company's fleet to Richardson Borradaile for £9,150 in 1834. The *Inglis* was in private trade to India and changed hands three more times until being reported wrecked in 1844.

William John Huggins began his career at sea, serving with the East India Company as a steward and assistant to the purser aboard the *Provenance*, which sailed for Bombay and China in December 1812, returning to England in August 1814. Shortly afterwards he set up as a marine painter in Leadenhall Street, near the East India Company offices.

Huggins specialised in ship portraiture and many of his works were engraved by his son-in-law Edward Duncan (1803-1882). He was popular with seafaring men and his large output forms a valuable record of ships in the early nineteenth century. Huggins exhibited at the Royal Academy 1817-44 and at the British Institution 1825-45. In 1836 he was made marine painter to the sailor-King William IV, who favourably compared his pair of paintings of the Battle of Trafalgar with the huge, ambitious *Trafalgar* by Turner now in the National Maritime Museum, Greenwich. Huggins died in London in 1845.



58



59



60

58

JOHN CLEVELEY (BRITISH C. 1712-1777)

Brigantines, Dutch smalschips and other shipping off the coast in breezy weather
signed 'Jn Cleveley' (lower left)
pen and ink and wash
33 x 40.5cm (13 x 16in).

£800 - 1,200
€1,100 - 1,600
US\$1,200 - 1,900

Provenance

With Spink, London, No. K3 7610.
Private collection.

59

FRANCIS SWAINE (LONDON CIRCA 1720-1782)

Men-o-war off a coast
bears initials 'W.V.V.F' (lower left)
ink and wash
20.3 x 32.4cm (8 x 12 3/4in).

£500 - 700
€680 - 960
US\$780 - 1,100

60^W

FRANCIS HOLMAN (BRITISH, 1729-1790)

The London merchantman *Adamant* in three positions off the coast, probably the Thames estuary
signed 'F. Holman' and dated 1783 (lower left)
oil on canvas
63.5 x 127cm (25 x 50in).

£12,000 - 18,000
€16,000 - 25,000
US\$19,000 - 28,000

Provenance

with Royal Exchange Gallery
J. W. Robertson Esq.(bought from the above, 1998)

Noted quaintly as having been built "on the river" [i.e. the Thames] in 1774 and measured at 320 tons burden, *Adamant* was owned by Watson & Co. who employed her in the lucrative Canada trade under her first master Captain Charles Wyatt. He sailed her regularly to Quebec and Halifax (Nova Scotia) until she was sold to Blakes & Co. in 1786 who replaced Captain Wyatt at the same time. Thereafter she traded to Tortola, in the West Indian Virgin Islands, probably for sugar, rum and molasses, until disappearing from record after 1790. Latterly, Lloyd's Registers note her deteriorating condition which is suggestive that, by then, she was no longer seaworthy.



61



62

61

PETER (JOHANN P.) RAADSIG (DANISH, 1806-1882)

Fisherfolk on a beach
signed and dated 'P. Raadsig. 1856' (lower right)
oil on canvas
49.5 x 70cm (19 1/2 x 27 1/2in).

£1,000 - 2,000
€1,400 - 2,700
US\$1,600 - 3,100

62

WILLIAM EDWARD WEBB (BRITISH, 1862-1903)

Low tide
signed 'W. WEBB' (lower left)
oil on panel
29.5 x 41cm (11 5/8 x 16 1/8in).

£800 - 1,200
€1,100 - 1,600
US\$1,200 - 1,900



63



64

63

ABRAHAM HULK (DUTCH, 1813-1897)

Off the Dutch coast
bears signature 'A. Hulk.' (lower left)
oil on panel
16.5 x 25cm (6 1/2 x 9 13/16in).

£2,000 - 3,000
€2,700 - 4,100
US\$3,100 - 4,700

64 ^W

C. VINCENT (19TH CENTURY)

After the storm
signed 'C Vincent' (lower right)
oil on canvas
75 x 125.5cm (29 1/2 x 49 7/16in).

£800 - 1,200
€1,100 - 1,600
US\$1,200 - 1,900





65 *

**PHILIP JOHN OULESS
(JERSEY, 1817-1885)**

The Screw Steamer *Lady Bird* off Elizabeth Castle, Jersey signed and dated 'P.J. Oules. 1851.' (lower left)
oil on canvas
49.5 x 76.5cm (19 1/2 x 30 1/8in).

£15,000 - 20,000

€21,000 - 27,000

US\$23,000 - 31,000

The *Lady Bird* was built in Dunbarton and launched in 1851 for H. Marples. Registered in London, she was operated as a Jersey coaster and disappears from the register in 1858.



66

66

WILLIAM MITCHELL OF MARYPORT (BRITISH, LIVED CIRCA 1806-1900)

Shipping off Maryport
signed and dated 'W MITCHELL/4'97-' (lower left)

oil on canvas

55 x 92cm (21 5/8 x 36 1/4in).

£6,000 - 8,000

€8,200 - 11,000

US\$9,400 - 12,000



67

67 *

PHILIP JOHN OULESS (JERSEY, 1817-1885)

The Royal Yacht *Victoria and Albert* disembarking its royal visitors
outside St. Helier Harbour

signed with monogram and dated '1879' (lower right)

oil on canvas

42 x 67.6cm (16 1/2 x 26 5/8in).

£5,000 - 7,000

€6,800 - 9,600

US\$7,800 - 11,000

Provenance

With the St Helier Galleries Ltd, St. Helier, April 1976.



68



69

68

THOMAS BUSH HARDY (BRITISH, 1842-1897)

Sailing boats off Chioggia, Venice
signed, inscribed and dated 'T.B. Hardy 1881/off Chioggia,/Venice'

(lower left)

watercolour heightened with white
12 x 17.2cm (4 3/4 x 6 3/4in).

£600 - 800

€820 - 1,100

US\$940 - 1,200

Provenance

With Thomas Agnew & Sons Ltd., London, No.45072.
Private collection, UK.

69

OSWALD WALTERS BRIERLY (BRITISH, 1817-1894)

The Bombardment of Acre

signed 'O.W. Brierly' (lower left)

watercolour and pencil

37.5 x 64.5cm (14 3/4 x 25 3/8in).

£600 - 800

€820 - 1,100

US\$940 - 1,200



70



71

70

GEORGE CHAMBERS, SNR. (BRITISH, 1803-1840)

A hay barge and other shipping in an estuary
signed 'G. Chambers' (on floating spar lower right)
watercolour heightened with white
17.5 x 24cm (6 7/8 x 9 7/16in).

Together with two other watercolours by the same hand: Leaving Port,
signed and dated 'G. Chambers 1838' (lower right), 19 x 30.5cm (7
1/2 x 12in); and Dutch fishing boats, 23 x 30cm (9 x 11 3/4in). (3)

£800 - 1,200
€1,100 - 1,600
US\$1,200 - 1,900

71

ALFRED HERBERT (BRITISH, ACTIVE 1843-1861)

Newhaven, Firth of Forth
signed and dated 'A Herbert/59' (lower left)
watercolour with traces of pencil and heightened with white
32 x 79cm (12 5/8 x 31 1/8in).

£800 - 1,200
€1,100 - 1,600
US\$1,200 - 1,900

72 *

**CHARLES NAPIER HEMY, RA RWS
(BRITISH, 1841-1917)**

'A haul on the mainsheet'
signed with initials 'C.N.H.' (lower left), also
signed, inscribed and dated 'A haul on the
mainsheet/C. Napier Hemy/Falmouth/1910'
(to backing board)
watercolour and bodycolour
45 x 74cm (17 3/4 x 29 1/8in).

£15,000 - 20,000

€21,000 - 27,000

US\$23,000 - 31,000

Towards the end of his life, Charles Napier Hemy who had spent a lifetime observing the sea and sailing on it, focused more on capturing the speed and exhilaration of yacht racing in and around Falmouth, Cornwall, where he was based.

Many of his works from 1903 –1917 feature his sons racing yachts that he had bought just about every season and got them to run past his floating studio, a purpose built yacht Vandermeer. This particular watercolour is very similar in composition to his major oil of 1905 'Youth' (Hartlepool Museums). Both paintings have the same three young men working the boat, one with a red and white striped hat on pulling ropes for the main sheet, another in blue jumper and trousers pulling on a foresail rope and the third in white shirt and trousers lying on his front steering the boat with his hands on the tiller whilst looking forward underneath the boom.

Hemy was inspired to paint his sons yacht racing after seeing them come back from a local regatta. "They hailed me and came alongside, made fast and boarded me. They were wet through as it had been blowing hard. They were shivering with cold, tired and exhausted. I soon had them in dry clothing and gave them hot soup. "Well, ' I said" you are a lot of young fools." Oh, but it has been such fun we enjoyed ourselves " To which I replied, "Youth"! But what it is to be young. Some days later I got them to sail past my cabin windows again and again, whilst I made studies of the sea... I then had the boat hauled up into my garden and painted the boat and figures from nature."

This watercolour could be seen as a study for his oil 'Through Sea and Air' 1910 (Laing Art Gallery). Even though the figures relate more to his earlier painting 'Youth', the boat is a new version and appears as the model in both this work and the oil 'Through Sea and Air' of the same year 1910.

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



72





73



74

73

HENRY REDMORE (BRITISH, 1820-1887)

Fishermen off the coast
signed 'H Redmore' (lower left)
oil on board
28 x 49cm (11 x 19 5/16in).

£2,000 - 3,000
€2,700 - 4,100
US\$3,100 - 4,700

74

HENRY REDMORE (BRITISH, 1820-1887)

Shipwreck off the coast
signed 'H.Redmore' (lower left)
oil on board
28 x 49cm (11 x 19 5/16in).

£1,500 - 2,000
€2,100 - 2,700
US\$2,300 - 3,100



75



76

75

WILLIAM THORNLEY (BRITISH, 1857-1898)

St. Michael's Mount, Cornwall

indistinctly signed 'Thornley' (lower left)

oil on canvas

25 x 40.5cm (9 7/8 x 16in).

£600 - 800

€820 - 1,100

US\$940 - 1,200

76

WILLIAM THORNLEY (BRITISH, 1857-1898)

Low tide, Scarborough

indistinctly signed (lower left), bears an inscription in pencil (on stretcher verso)

oil on canvas

25 x 40.5cm (9 7/8 x 16in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300



77

77 *

JACK SPURLING (BRITISH, 1871-1933)

The full-rigged passenger ship *Thomas Stephens* signed and dated 'J.Spurling/1929' (lower right); bears an inscription on the backing board
watercolour and bodycolour
36.5 x 51.5cm (14 3/8 x 20 1/4in).

£4,000 - 6,000

€5,500 - 8,200

US\$6,200 - 9,400

Literature

Basil Lubbock and Jack Spurling, *The Best of Sail*, Patrick Stephens Ltd. (Cambridge, 1975), p.85-90, illustrated opposite p.86

Lubbock describes the *Thomas Stephens* as one of the finest ships ever launched on the Mersey. She was an iron fullrigged ship designed for the old Black Ball Line to carry passengers to Australia. She was built in Liverpool by William H. Potter & Co and was owned by Thomas Stephens & Sons of London. Unfortunately she never actually sailed under the Black Ball flag due to the collapse of the Line just before she was launched in July 1869. In 1871, after two passages from Liverpool to Melbourne, she was chartered to Bethell & Co's London line of Australian packets.

The *Thomas Stephens* was considered a big ship in 1869 but she only registered 1,507 tons. She measured 263 feet in length, 38 feet 2 inches in breadth and 23 feet 1 inch in depth. She was noted for her lofty rig with double top sails, single topgallant sails and three skysails, later changed to double top-gallant sails and a main skysail. The figurehead was a very good likeness of her owner dressed in top-hat. The hull was originally painted in a grey colour but in 1875 was repainted black with painted ports.

The *Thomas Stephens* had a great career. During the ten years she was running to Melbourne before coming to New Zealand she made several remarkable passages out and home. Captain R. Richards, who took command of her when she was launched, on his arrival at Dunedin reported he had made three runs to Melbourne in 64, 65 and 66 day pilot to pilot. Other records from Liverpool to Melbourne were:—1871, 68 days; 1872, 72 days; 1873, 74 days; 1874, 73 days; 1878, 77 days—on one occasion when on her homeward run from Melbourne she covered the distance to Cape Horn in 16 days.

In 1896 she was sold to the Portuguese Government and under the name of *Pero de Alemguer* sailed the seas as a training ship. In 1914 she was laid up in the Tagus, but a year later she was once more fitted out and sent across to America. She arrived safely but on her return passage to Lisbon in January 1916 was either overwhelmed by a winter gale, a floating mine or a Hun torpedo and was posted as missing.

78

HENRY SCOTT TUKE, RA, RWS (BRITISH, 1858-1929)

Falmouth Harbour
signed and dated 'H.S.TUKE 1925' (lower right)
watercolour
17.5 x 25cm (6 7/8 x 9 13/16in).

£1,200 - 1,800
€1,600 - 2,500
US\$1,900 - 2,800

78



79 AR

EDWARD WADSWORTH (BRITISH, 1889-1949)

Study for Sailing Brig *Jeanne of Marseille*
signed and dated 'Edward Wadsworth 1925' (lower right)
pencil
30.5 x 36.5cm (12 x 14 3/8in).

£1,000 - 1,500
€1,400 - 2,100
US\$1,600 - 2,300

Provenance

The Artist, by whom gifted to
Bernard Cyril Windeler (1886-1961)
Thence by descent

Literature

Jonathan Black, *Edward Wadsworth, Form Feeling and Calculation, The Complete Paintings and Drawings*, Philip Wilson, London, 2005, p.178, cat.no,220 (ill.b&w)

Bernard Windeler was a great patron to the arts and included amongst his friends Ezra Pound and Wyndham Lewis. Windeler and Wadsworth first met in 1917 when Wadsworth was the intelligence officer on a small island called Ispathio off Mudros, in the Mediterranean.

79





80

80

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

View across the lagoon, Venice, sunset
 signed 'E.W.Cooke' (lower right), inscribed and dated 'IL LAGUNETTO.
 VENEZIA. 1850' (lower left)
 oil on paper laid down on canvas
 29.5 x 44cm (11 5/8 x 17 5/16in).

£10,000 - 15,000

€14,000 - 21,000

US\$16,000 - 23,000

Provenance

Richard Barrington, sold June 1851
 Anon. sale, Sotheby's Belgravia, 25 November 1975, lot 91 as *The Lagoon, Venice*
 Anon. sale, Christie's London, 13 December 2012, lot 35, sold for £22,500

Literature

John Munday, *E.W.Cooke 1811-1880, A Man of his Time*, Woodbridge, 1996, cat. no. 50/29, page 345, as *Evening off Giardino, half-Trabaccolo, sunset*.



81

81

JOHN WARD OF HULL (BRITISH, 1798-1849)

H.M.S. Vindictive

oil on panel

15 x 22cm (5 7/8 x 8 11/16in).

£5,000 - 7,000

€6,800 - 9,600

US\$7,800 - 11,000

Provenance

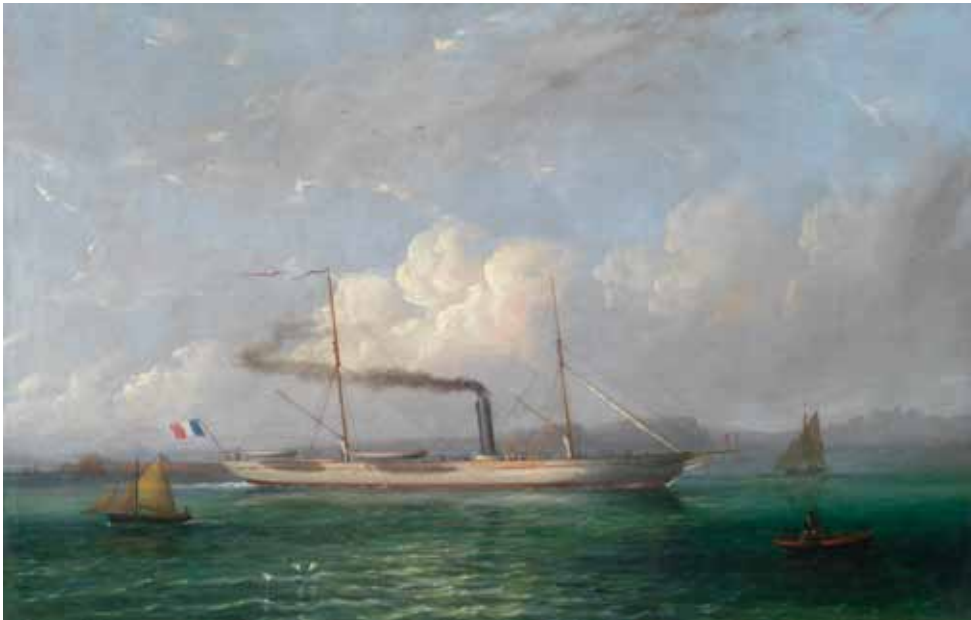
Miss Plimpton, Beverley.

Private collection, UK.

Exhibited

Kingston Upon Hull, Ferens Art Gallery, *Exhibition of Old Hull Artist*,
Nov 1939, cat. no. 7.

Kingston Upon Hull, Ferens Art Gallery, *Festival of Britain Marine
Exhibition*, 1951, cat. no. 56.



82



83

82 *

PHILIP JOHN OULESS (JERSEY, 1817-1885)

A French Steam Packet off Elizabeth Castle, Jersey
signed and indistinctly dated 'P.J.Ouless 18..' (lower left)
oil on canvas

48.5 x 75.5cm (19 1/8 x 29 3/4in).

£3,000 - 5,000
€4,100 - 6,800
US\$4,700 - 7,800

Provenance

With the St. Helier Galleries Ltd., St Helier, March 1975.

83

RICHARD BARNETT SPENCER (BRITISH, ACTIVE 1840-1874)

The *Flintshire*
signed 'R.B.SPENCER' (lower left)
oil on canvas
58.5 x 93.5cm (23 1/16 x 36 13/16in).

£1,200 - 1,800
€1,600 - 2,500
US\$1,900 - 2,800



84



85

84 *

PHILIP JOHN OULESS (JERSEY, 1817-1885)

H.M.S. *Firequeen*

signed and dated 'P.J.Oules 1851' (lower left)

oil on canvas laid to board

20.5 x 33.5cm (8 x 13 1/4in).

£2,000 - 3,000

€2,700 - 4,100

US\$3,100 - 4,700

HMS *Fire Queen*, iron paddle steamer, was built in Liverpool in 1844 for Mackey & Co, Calcutta merchants. She was bought by the Admiralty in 1847 and listed as a Fleet Tender. Based at Portsmouth, she became the tender to HMS *Victory* between 1854-69, then to HMS *Duke of Wellington* between 1870-80. The Admiralty disposed of her in 1883, the name transferred to a Special Service Yacht built in 1882.

85

GEORGE MEARS (BRITISH, ACTIVE 1866-1895)

The *Brighton* under full steam

signed and dated 'G MEARS/-1890-' (lower right)

oil on canvas

51 x 91.5cm (20 1/16 x 36in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300



86



87

- | | |
|---|--|
| <p>86 *</p> <p>HENRY KING TAYLOR (BRITISH, FL.1857-1869)</p> <p>Mont Orgueil Castle and Gorey Harbour, Jersey
signed 'H K TAYLOR' (on driftwood lower left)
oil on canvas
61 x 107cm (24 x 42 1/8in).</p> <p>£2,000 - 3,000
€2,700 - 4,100
US\$3,100 - 4,700</p> | <p>87</p> <p>FRANK WILLIAM SCARBROUGH (BRITISH, 1860-1939)</p> <p>Boats moored at Whitby
signed 'F W SCARBROUGH' (lower right)
watercolour heightened with bodycolour
35.5 x 53.3cm (14 x 21in).</p> <p>£500 - 700
€680 - 960
US\$780 - 1,100</p> |
|---|--|



88

88 *

EDWARD DUNCAN, R.W.S. (BRITISH, 1803-1882)

Mont Orgueil Castle, Jersey

signed and dated 'E Duncan/1878' (lower left)

watercolour

76.5 x 66.5cm (30 1/8 x 26 1/8in).

£5,000 - 7,000

€6,800 - 9,600

US\$7,800 - 11,000



89

89

WILLIAM THORNLEY (BRITISH, 1857-1898)

Fishing boats off the French coast

signed 'THORNLEY' (lower right)

oil on canvas

36 x 30.5cm (14 3/16 x 12in).

£1,000 - 1,500

€1,400 - 2,100

US\$1,600 - 2,300



90



91

90

TOMMASO DE SIMONE (ITALIAN, 1805-1888)

A racing yacht in the Bay of Naples
signed and indistinctly dated 'de Simone/188?' (lower right)
gouache
43.5 x 61cm (17 1/8 x 24in).

£800 - 1,200
€1,100 - 1,600
US\$1,200 - 1,900

91

JULIUS OLSSON (BRITISH, 1864-1942)

The approaching storm
signed 'Julius Olsson' (lower left)
oil on canvas
45.7 x 61cm (18 x 24in).

£800 - 1,200
€1,100 - 1,600
US\$1,200 - 1,900

Sale, Christie's, 10 November 1994, lot 609.
Private collection, UK.



92

92^W

CHARLES NAPIER HEMY, RA RWS (BRITISH, 1841-1917)

'The deep sea rain'

signed with initials and dated 'c.n.h.1907' (lower left), also signed, inscribed and dated 'The deep sea rain/C. Napier Hemy/Falmouth/1907' (on canvas verso)

oil on canvas

121 x 184cm (47 5/8 x 72 7/16in).

£10,000 - 15,000

€14,000 - 21,000

US\$16,000 - 23,000

Provenance

With Agnews, London.

Private collection, Italy.

Exhibited

Royal Academy, 1907, no.328.



93

93

CHARLES NAPIER HEMY, RA RWS (BRITISH, 1841-1917)

Running for home

oil on canvas

51 x 76cm (20 1/16 x 29 15/16in).

£6,000 - 8,000

€8,200 - 11,000

US\$9,400 - 12,000

This oil painting of the fishermen running home with their catch is indicative of Charles Hemy's later work from 1910 – 17. Hemy's mature style of painting included using more expressive, impressionist brush strokes to create the maximum effect of movement. In this case using it to depict the speed of the working boats as they glided across the water. Compared with other paintings of a similar subject such as 'Home Wind' or 'Bringing home the catch' (1913), this painting shows the fishermen sailing fast with the stern of their boat out of the water. The misty, squally sky and white water which is breaking over the side of their boat, shows they are in bad weather and rough seas. This painting echoes other titles he gave works on similar subjects such as 'In spite of Wind and Weather' (1911) and 'Blowing Hard' (1914).

This painting also shows Hemy's confidence in creating a cut off composition with only the back half of the boat with a corner of the full sail visible to the far left of the canvas, another device created to imply speed. He uses the fishing boats in the distance which are veiled by mist, rain and spray separated from the foreground boat by a cresting wave, to give a sense of scale and direction.

Painted around Falmouth, where Hemy was based from 1881, this painting is evidence of his painting being informed by drawing and observing actual scenes on the water from his floating studio the Vendermeer.

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



94



95



96

94 AR

FRANK HENRY MASON (BRITISH, 1875-1965)

Yachting on the Clyde
signed and dated 'FRANK H MASON/45'
(lower right)
oil on canvas
50.8 x 76.2cm (20 x 30in).

£2,000 - 3,000
€2,700 - 4,100
US\$3,100 - 4,700

This present work is thought to represent the yachts *Kelpie* and *Eileen IV* racing on the Clyde circa 1907-08. *Kelpie*, which is depicted in the foreground, is a YRA 42 foot Linear Rater Rule yacht.

95 AR

FRANK HENRY MASON (BRITISH, 1875-1965)

Yachts racing in the Solent
signed 'FRANK H MASON' (lower left)
oil on canvas
50.8 x 76.2cm (20 x 30in).

£1,200 - 1,800
€1,600 - 2,500
US\$1,900 - 2,800

This painting suggests Cowes Week, with the new Royal Yacht *Britannia* and her attendant guardship under way off one of the Solent forts.

96 AR

JAMES BRERETON (BRITISH, BORN 1954)

'Morning Surf - Breakers'
signed 'James Brereton' (lower right), also
signed and inscribed with title in pencil (on
canvas verso)
oil on canvas
63.5 x 127cm (25 x 50in).

£3,000 - 5,000
€4,100 - 6,800
US\$4,700 - 7,800



97



98



99

97 AR

TIMOTHY FRANKLIN ROSS THOMPSON (BRITISH, BORN 1951)

The Evening Gun
signed 'TF Thompson' (lower left)
oil on canvas
56 x 76.2cm (22 x 30in).

£3,000 - 5,000
€4,100 - 6,800
US\$4,700 - 7,800

98 AR

TIMOTHY FRANKLIN ROSS THOMPSON (BRITISH, BORN 1951)

Two-deckers drying their sails at anchor in Spithead, with other ships
of the fleet beyond
signed 'T.F.Thompson' (lower right)
oil on canvas
56 x 76.2cm (22 x 30in).

£3,000 - 5,000
€4,100 - 6,800
US\$4,700 - 7,800

99 AR

TIM THOMPSON (BORN HULL, 1951)

The *Thermopylae*
signed 'TimThompson' (lower right)
oil on canvas
51 x 76cm (20 1/16 x 29 15/16in).

£2,000 - 3,000
€2,700 - 4,100
US\$3,100 - 4,700

The *Thermopylae* was a composite clipper built in 1868 by Walter Hood & Co of Aberdeen for George Thompson, who owned the Aberdeen Line, and was launched on the 19th August 1868. *Thermopylae* was designed for the China tea trade, and set speed records on her maiden voyage to Melbourne in 63 days. She was the great rival of the clipper *Cutty Sark* and in 1872 *Thermopylae* raced the *Cutty Sark* from Shanghai back to London and won by seven days after *Cutty Sark* lost her rudder. Despite other claims she was considered to be the fastest ship of her size ever built and she held a number of unbroken records.



100

100 * AR

HENRY SCOTT (BRITISH, 1911-2005)

'The Famous American Clipper *Young America*'
signed 'Henry Scott' (lower right) and
inscribed 'The Famous American Clipper
"Young America" - 1380 TONS - BUILT 1853
BY W.H. WEBB OF NEW YORK - POSTED
MISSING IN 1886 COPYRIGHT RESERVED'
(on stretcher verso)
oil on canvas
61 x 92cm (24 x 36 1/4in).

£5,000 - 8,000
€6,800 - 11,000
US\$7,800 - 12,000

Provenance

With Frost and Reed, registered no.45688.

101 AR

LESLIE ARTHUR WILCOX (BRITISH, 1904-1982)

The wool clipper *Timaru* off Dover
signed 'L.A.Wilcox' (lower right)
oil on canvas
50 x 76cm (19 11/16 x 29 15/16in).

£1,000 - 1,500
€1,400 - 2,100
US\$1,600 - 2,300

Provenance

With Parker Gallery, London.
Private collection, UK.

The wool clipper *Timaru* was built by Scott of
Greenock in 1874 for Patrick Henderson and
the Australasian trade.

102 AR

HENRY SCOTT (BRITISH, 1911-2005)

'Fair Winds off Devon'
signed 'HENRY SCOTT' (lower right) and
inscribed '"FAIR WINDS OFF DEVON"/
COPYRIGHT RESERVED' (on stretcher verso)
oil on canvas
35.5 x 50.5cm (14 x 19 7/8in).

£1,000 - 1,500
€1,400 - 2,100
US\$1,600 - 2,300

Provenance

The present lot was gifted to the current
owner by the artist circa 1995.



101



102



103

103 AR

DEREK GEORGE MONTAGUE GARDNER (BRITISH, 1914-2007)

'Repulse and Rodney leaving Scapa Flow by the Hoxa gate at sunrise, August 1940'

signed 'Derek. G. M/GARDNER/' (lower left), also signed and inscribed "REPULSE' and 'RODNEY' leaving Scapa Flow by the Hoxa gate at sunrise, August 1940./The destroyer is the 'PUNJABI' with the entrance to Widewall Bay beyond./Derek GM Gardner/R.S.M.A./ (From a sketch book and notes/made at Scapa in 1940.)' (on canvas verso)

oil on canvas

35.5 x 76.2cm (14 x 30in).

£10,000 - 15,000

€14,000 - 21,000

US\$16,000 - 23,000



104

104 AR

DEREK GEORGE MONTAGUE GARDNER (BRITISH, 1914-2007)

'*Norfolk, Hood, Rodney and Valiant. Fleet anchorage Scapa Flow March 1940*'

signed and dated 'Derek G.M./GARDNER/1989' (lower right), and inscribed with title (on canvas verso)

oil on canvas

35.5 x 76.2cm (14 x 30in).

£12,000 - 18,000

€16,000 - 25,000

US\$19,000 - 28,000

End of Sale

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**IMPORTANT MARITIME
PAINTINGS AND
DECORATIVE ARTS**

27 January, New York

Consignments now invited

**A DOCKYARD PRESENTATION
MODEL OF THE 120-GUN SHIP
OF THE LINE H.M.S. TRAFALGAR
BRITISH, CIRCA 1841**

191.7 x 64.7 x 144.7 cm., cased

\$70,000 - 100,000

Launched on 21 June 1841 at
Woolwich Dockyard, the last of
the Caledonia Class.

ex-The Forbes Collection

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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

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;

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;

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;

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.

China UnionPay (CUP) debit cards: No surcharge for using CUP debit cards will apply on the first £100,000 invoiced to a *Buyer* in any *Sale*; a 2% surcharge will be made on the balance over £100,000.

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.
- Ⓢ 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 c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	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.	10	MISCELLANEOUS		
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.	10.1	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 [AP], 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		
7.1	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>):	7.3	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.
7.1.1	to terminate this agreement immediately for your breach of contract;	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.
7.1.2	to retain possession of the <i>Lot</i> ;		
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;		
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT
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	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:
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;	8.1.1	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
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;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or
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;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
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;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
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	The discretion referred to in paragraph 8.1:
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> .	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
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.	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.
		9	FORGERIES
		9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.
		9.2	Paragraph 9 applies only if:
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <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> .
		9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
		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
		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.
		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> .
		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> .
		9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
		9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
		9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
		10	OUR LIABILITY
		10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
		10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
		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
		10.2.2	changes in atmospheric pressure; nor will we be liable for:
		10.2.3	damage to tension stringed musical instruments; or
		10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

10.3.1	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or	12.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
10.3.2	Unless you buy the <i>Lot</i> as a <i>Consumer</i> , in any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i>) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	it can be established that the <i>Lot</i> is a non-conforming <i>Lot</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; or	12.8	In this agreement "including" means "including, without limitation".
	You may wish to protect yourself against loss by obtaining insurance.	the <i>Lot</i> comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or	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.
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.	the <i>Lot</i> was listed in the <i>Catalogue</i> under "collections" or "collections and various" or the <i>Lot</i> was stated in the <i>Catalogue</i> to comprise or contain a collection, issue or <i>Books</i> which are undescribed or the missing text or illustrations are referred to or the relevant parts of the <i>Book</i> contain blanks, half titles or advertisements.	12.10	Reference to a numbered paragraph is to a paragraph of this agreement.
11	BOOKS MISSING TEXT OR ILLUSTRATIONS Where the <i>Lot</i> is made up wholly of a <i>Book</i> or <i>Books</i> and any <i>Book</i> does not contain text or illustrations (in either case referred to as a "non-conforming <i>Lot</i> "), we undertake a personal responsibility for such a non-conforming <i>Lot</i> in accordance with the terms of this paragraph, if: the original invoice was made out by us to you in respect of the <i>Lot</i> and that invoice has been paid; and 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 non-conforming <i>Lot</i> , and in any event within 20 days after the <i>Sale</i> (or such longer period as we may agree in writing) that the <i>Lot</i> is a non-conforming <i>Lot</i> ; and within 20 days of the date of the relevant <i>Sale</i> (or such longer period as we may agree in writing) 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 non-conforming <i>Lot</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> . but not if: the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> indicates that the rights given by this paragraph do not apply to it; or	If we are reasonably satisfied that a <i>Lot</i> is a non-conforming <i>Lot</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 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> and <i>Buyer's Premium</i> paid by you in respect of the <i>Lot</i> . 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 <i>Lot</i> , all rights and benefits under this paragraph will cease.	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 <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
		12 MISCELLANEOUS	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 <i>Sale</i> 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. <i>Bonhams</i> has a complaints procedure in place.
		12.1 You may not assign either the benefit or burden of this agreement.		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 <i>Website</i> www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from info@bonhams.com.
		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.		APPENDIX 3
		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.		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.
		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 <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.		LIST OF DEFINITIONS "Additional Premium" a premium, calculated in accordance with the <i>Notice to Bidders</i> , to cover <i>Bonhams' Expenses</i> relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the <i>Buyer</i> to <i>Bonhams</i> on any <i>Lot</i> marked [AR] which sells for a <i>Hammer Price</i> which together with the <i>Buyer's Premium</i> (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the <i>Sale</i> using the European Central Bank Reference rate prevailing on the date of the <i>Sale</i>). "Auctioneer" the representative of <i>Bonhams</i> conducting the <i>Sale</i> .
		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 <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.		

"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 "indemnity" is construed accordingly.

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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20th Century British Art

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Aboriginal Art

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American Paintings

Alan Fausel
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Antiquities

Madeleine Perridge
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Antique Arms & Armour

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Art Collections, Estates & Valuations

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Art Nouveau & Decorative Art & Design

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Australian Art

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Contemporary Art

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Costume & Textiles

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Entertainment Memorabilia

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Furniture & Works of Art

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Greek Art

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Golf Sporting Memorabilia

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Impressionist & Modern Art

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Modern, Contemporary & Latin American Art

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