

THE MARINE SALE

Wednesday 5 October 2016

Knightsbridge, London



Bonhams







THE MARINE SALE

Wednesday 5 October 2016 at 2pm
Knightsbridge, London

BONHAMS

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Please see back of catalogue for important notice to bidders

ILLUSTRATIONS

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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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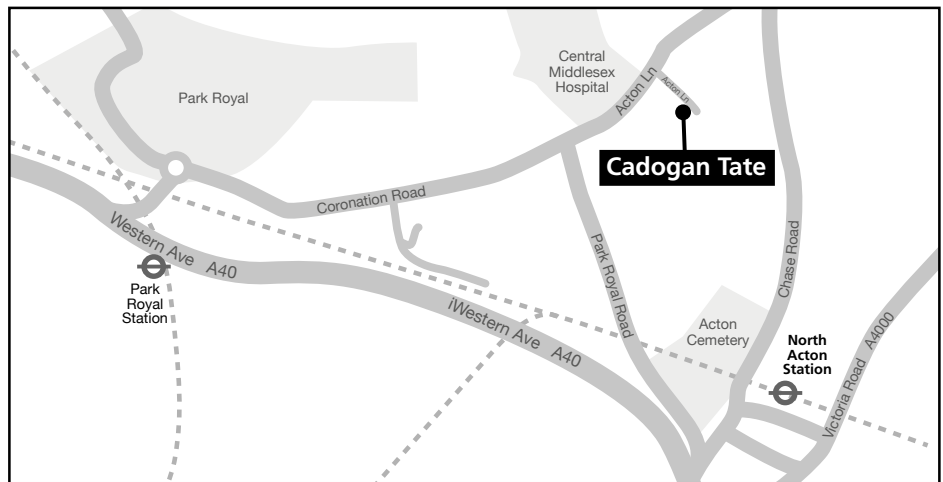
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TP sold lots will be available for
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charges may apply.

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Thursday 20 October 2016.

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Pictures & Small Objects:
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Furniture, Large Pictures &
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† VAT 20% on hammer price
and buyer's premium

★ VAT on imported items at a
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price and the prevailing rate on
buyer's premium

Y These lots are subject to CITES
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the catalogue.

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Tate must be paid by the time of
collection from their warehouse.

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(Telephone to ascertain amount due)
by: cash, cheque with banker's card,
credit, or debit card.

Payment at time of collection by:

cash, cheque with banker's card,
credit, or debit card.





1

1

A STAFFORDSHIRE JUG, A DOULTON CHARACTER JUG AND A DOULTON VASE OF NELSON INTEREST, 20TH CENTURY

The Staffordshire jug modelled as a standing figure of Nelson, titled on the base, the Doulton jug modelled as the head of Lord Nelson (D6336), the stoneware vase with moulded panels depicting a portrait of Lord Nelson flanked by naval engagements and the dates 1758 and 1805, inscribed below the rim "England expects every man will do his duty", together with a Doulton stoneware small vase with Nelson commemorative relief decoration, 12.8cm high - 29.1cm high (4)

£200 - 300
€230 - 350
US\$260 - 390

2

A PEARLWARE JUG AND A CYLINDRICAL MUG OF NELSON INTEREST, CIRCA 1806-10

Printed in brown with a portrait of Lord Nelson, the reverse with a naval engagement, flanked by scrolling foliage and trophies of war, an oval panel inscribed with Nelson's titles and victories, jug 18cm high, mug 10.8cm high (2)

£400 - 600
€470 - 700
US\$520 - 780

3

A BLACK BASALT TEAPOT AND COVER OF NELSON INTEREST, CIRCA 1806-10

Of "Old Oval" shape, the cover with fleur-de-lys finial, crisply moulded with shell motifs, one with figures of Britannia and Victory, the other with trophies of war below a banner inscribed Trafalgar, set within an arcaded border, 14.3cm high (2)

£400 - 600
€470 - 700
US\$520 - 780



2



3



4

4
A CREAMWARE JUG AND A PEARLWARE PLATE OF NELSON INTEREST, 1798-1810

The jug printed in black with a titled portrait of Lord Nelson and a motto below, the reverse with a three-masted ship and trophies of war, the plate printed in brown with classical panels including figures of Britannia and Neptune and a winged figure of Fame garlanding Nelson's tomb, the tomb dated 1805, reserved on a foliate ground, the rim picked out in ochre, 20.2cm high and 20.8cm diameter (2)

£400 - 600
€470 - 700
US\$520 - 780

Another jug with a similar portrait of Nelson is illustrated by David Drakard, *Printed English Pottery* (1992), p 178



5

5 *
CATHERINE ANDRAS (BRITISH, 1775-1860)

A fine profile of Horatio, 1st Viscount Nelson, facing left, with hair en queue, wearing Rear-Admiral's full-dress uniform, sash and breast star of the Order of the Bath and naval medal of the Nile. Monochrome wax low-relief backed with brown velvet, signed and indistinctly dated on the truncation *C. ANDRAS/1801(?)*, original gilt-mounted rectangular papier-mache frame, bears inscription on the reverse *253/ in the Exhibition/ Lord Nelson/ by C. Andras 1801/ Miss Sharpe/ Modeler in Wax/ to her Majesty Queen/ Charlotte/ See George Scharf Esqres/ letter. Oval, 105mm (4 1/8in) high*

£2,500 - 3,500
€2,900 - 4,100
US\$3,300 - 4,600

In December 1800, Nelson sat for the miniaturist Robert Bowyer (this portrait now in the Royal Collection). At the same time, Catherine Andras, adopted daughter of Bowyer, worked up a wax profile. This profile, exhibited at the Royal Academy, 1801, no. 1030, was used in 1805 by Boulton and Kuchler for the Trafalgar medal. In the Bowyer Memorials, the writer of his biographical anecdotes relates that "When Miss Andras was working at the medallion of the hero, the celebrated miniature painter Robert Bowyer happened to be painting the other side of the great Admiral's face upon which Nelson laughingly remarked that he was not used to being attacked in that manner starboard and larboard at the same time". Various casts were made from this original in 1805 and 1812. Whilst the present lot appears to be dated 1801 on the truncation and is inscribed with this date in what appears to be a contemporary hand on the reverse, it has not been possible to prove whether this is the original wax profile of Lord Nelson that was exhibited by Andras at the Royal Academy in 1801 as suggested by the later inscription.

Andras exhibited at the Royal Academy from 1799-1824. She was appointed Modeller in Wax to Her Majesty Queen Charlotte in 1801.



6



7

7 TP

A MODEL OF A TWIN MASTED SCHOONER YACHT, ENGLISH, EARLY 20TH CENTURY

hull from hollowed timber, with a brass gunwale, trailboard and portholes. A carved figurehead of a woman at the bow and working rudder with lines to wheel steering. Varnished decks with square hatches, deckhouse and companionway. Details include; brass anchors and cable, anchor winch, sidelights, two ship's boats on davits and a brass muzzle loading cannon. Varnished wooden spars with a gaff topsail schooner rig, on a polished stand with brass rails, 47.5 x 11 x 36 ins (120 x 28 x 92cm)

£600 - 1,000

€700 - 1,200

US\$780 - 1,300

8 TP

AN ATTRACTIVE SMALL GAFF RIGGED POND YACHT, ENGLISH, CIRCA 1900

hull from hollowed timber, with deep lead ballasted fin keel and brass rudder. Varnished deck, with brass capping and oval hatch to interior. Gaff topsail rig with wooden spars and cotton sails, on a stand, 43 x 6.5 x 44.5 ins (109 x 16.5 x 113cm)

£800 - 1,200

€940 - 1,400

US\$1,000 - 1,600

9 TP

A POST BOY CARVED AND PAINTED WOOD SHIP'S FIGUREHEAD, ENGLISH, 1880'S

the standing figure wearing a single peak shako cap, dark blue tunic with belt, on shaped base with support at the back, together with letters of provenance dated 1952 and 1975, 38 ins (97cm) high

£4,000 - 6,000

€4,700 - 7,000

US\$5,200 - 7,800

6 TP

AN IMPRESSIVE LARGE STRAIGHT LIKE POND YACHT, ENGLISH, CIRCA 1870

hull of varnished timber, plank on frame, with a full length lead keel, varnished deck, with square hatch to interior. Wooden spars with cotton sails, on a stand, 75 x 10 x 86.5 ins (191 x 26 x 220cm)

£1,200 - 1,800

€1,400 - 2,100

US\$1,600 - 2,400





10



11



12

10 ^{TP}

A LARGE DECORATIVE POND YACHT, ENGLISH, EARLY 20TH CENTURY

laminated hull, painted dark green with lead ballasted fin keel and skeg hung rudder, wooden deck with inscribed plank lines, central hatch for access to interior, wooden spars and cotton Bermudian sails. On a stand. Approx. 6ft long x 10ft high

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000

11 ^{Y Φ}

A MAHOGANY AND BOXWOOD HADLEY'S QUADRANT, LATE 18TH CENTURY

with peep-hole eyepiece, mirror horizon glass and one set of two interchangeable colour filters, brass and mahogany index arm reading from 90 degree boxwood scale, 18 ins (46cm) radius

£1,000 - 1,200

€1,200 - 1,400

US\$1,300 - 1,600

12 ^{TP}

A SIEBE GORMAN DIVER'S HELMET, EARLY 20TH CENTURY

the six-bolt helmet in copper and brass with oval maker's plaque applied to the front, 18 ins (46cm) high

£1,500 - 2,500

€1,800 - 2,900

US\$2,000 - 3,300



13

13

CHARLES EDWARD DIXON (BRITISH, 1872-1934)

The graceful City of Rome arriving at South Street Dock, New York
signed and dated 'Charles Dixon/-94-' (lower left)
watercolour 37.5 x 53.6cm (14 3/4 x 21 1/8in)

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500

Literature

S. Boyd, *Charles Dixon and the Golden Age of Marine Painting*,
Wellington, Somerset, 2009, illustrated on p. 47.

The magnificent City of Rome is generally regarded as the most beautiful steamship to have plied the North Atlantic passenger trade in the nineteenth century. Ordered by the prestigious Inman Line, she was built at Barrow by the Barrow Shipbuilding Company and launched on 14th June 1881. Registered at 8,415 tons gross and

measuring 560 feet in length with a 52 foot beam, she sported three raked funnels and four masts and was one of the earliest passenger vessels to be lit by electricity throughout. Although intended as a record-breaker, her speed did not come up to expectations and, after six crossings, Inmans returned her to her builders along with a substantial claim for compensation. Barrows, forced to take her back, modified her and then leased her to the Anchor Line which, in 1883, made some additional improvements with the result that, when she returned to sea, she was able to steam at 18 knots. At last fast enough to attract full complements of passenger and a popular ship thanks to her handsome profile, she thereafter gave almost twenty years of reliable service despite grounding on the Fastnet Rock in 1890 and colliding with an iceberg in 1899. In September 1898, she was chartered by the Spanish government to repatriate 1,690 officers and men captured during the Spanish-American War and, in 1900, she was requisitioned by the British government to take troops to South Africa where the Boer War was in progress. Finally released in 1902, she was deemed too old to be refitted and was sold for scrapping in Germany.



14



15

14

WILLIAM LIONEL WYLLIE (BRITISH, 1851-1931)

Shipping in Southampton Water
signed with strengthened signature 'W L Wyllie' (lower left)
oil on canvas
61 x 92cm (24 x 36 1/4in).

£3,000 - 5,000
€3,500 - 5,900
US\$3,900 - 6,500

15

THOMAS ROSE MILES (BRITISH, ACTIVE 1869-1906)

'Bound for the Thames'
signed 'TR Miles' (lower left), also signed and titled (verso)
oil on canvas
61.6 x 107cm (24 1/4 x 42 1/8in).

£1,500 - 2,000
€1,800 - 2,300
US\$2,000 - 2,600



16



17

16 AR

NORMAN WILKINSON (BRITISH, 1878-1971)

The Thames at Westminster
signed 'Norman Wilkinson' (lower right)

oil on canvas

61 x 81.3cm (24 x 32in).

£2,000 - 3,000

€2,300 - 3,500

US\$2,600 - 3,900

17 AR

NORMAN WILKINSON (BRITISH, 1878-1971)

Tower Bridge by moonlight
signed and dated 'NORMAN WILKINSON'/1966' (lower right)

oil on canvas

61 x 81.3cm (24 x 32in).

£2,000 - 3,000

€2,300 - 3,500

US\$2,600 - 3,900



18



19

18

CHARLES EDWARD DIXON (BRITISH, 1872-1934)

'Above Gravesend'

signed, titled and dated 'Above Gravesend/Charles Dixon/04'

(lower right)

watercolour heightened with white

27 x 77cm (10 5/8 x 30 5/16in).

£2,000 - 3,000

€2,300 - 3,500

US\$2,600 - 3,900

19

JOHN CHRISTIAN SCHETKY (BRITISH, 1778-1874)

Marseilles bears an inscription 'Marseilles' (in the top right of old mount)

watercolour

22 x 30.2cm (8 5/8 x 11 7/8in).

£500 - 700

€590 - 820

US\$650 - 920



20



21

20 *

FRANK WILLIAM SCARBROUGH (BRITISH, 1860-1939)
 'The Lower Pool, London'
 signed 'F.W.SCARBROUGH' (lower right) and titled (lower left)
 watercolour heightened with white
 24.2 x 34.3cm (9 1/2 x 13 1/2in).

£800 - 1,200
 €940 - 1,400
 US\$1,000 - 1,600

21

FRANK WILLIAM SCARBROUGH (BRITISH, 1860-1939)
 'Sunset, Blackwall Reach, London'
 signed 'F.W.SCARBROUGH' (lower right) and inscribed with title
 (lower left)
 watercolour heightened with white
 17.5 x 25.5cm (6 7/8 x 10in).
 unframed

£700 - 900
 €820 - 1,100
 US\$920 - 1,200



22



23

22

WILLIAM EDWARD WEBB (BRITISH, 1862-1903)

'Shipping on the Thames'

signed 'W E Webb' (lower left) and inscribed with title (verso),
oil on canvas

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

£2,000 - 3,000

€2,300 - 3,500

US\$2,600 - 3,900

23

WILLIAM CALLCOTT KNEEL (BRITISH, 1830-1876)

'Evening Mouth of the Thames'; and 'Wreck off the Caskets'

a pair, the former signed and dated 'W Callcott Knell./1871.' (lower left)
and bears a title, artist's name and date (verso); the latter indistinctly
signed and dated 'W...' (lower left) and bears a title (verso)

oil on canvas

each 31 x 25.5cm (12 3/16 x 10 1/16in). (2)

£800 - 1,200

€940 - 1,400

US\$1,000 - 1,600

24

THOMAS LUNY (BRITISH, 1759-1837)

Southampton Water; and Torbay at Sunset, a pair
both bear the signature 'T Luny' (lower left) and the artist's name and
date '1833' (on the reverse), both bear an inscription on an old label
(attached to the reverse)

oil on panel

each 30.5 x 25.4cm (12 x 10in). (2)

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500

Provenance

Anon. sale, Sotheby's, London, 31st March 1976, lot 147.



24



24



25

25

GEORGE MORLAND (BRITISH, 1763-1804)

The wreckers
with heightened signature 'G. Morland' (lower left)
oil on canvas
67.5 x 94.5cm (26 9/16 x 37 3/16in).

£5,000 - 7,000
€5,900 - 8,200
US\$6,500 - 9,100

Provenance

With the Leger Galleries, London, June 1976.
Private collection, UK.

Shipwrecks in stormy seas and off ragged coastlines were a common subject for George Morland, however his focus was often on the aftermath. As can be seen in the present lot, he depicts not the wreck but the "wreckers" who salvage what debris they can from the rocks. The emphasis on the human element of the event is reminiscent of his moralizing domestic pictures which he painted before turning to landscapes.

26

CIRCLE OF FRANCIS SWAINE (BRITISH, D. 1782)

A capriccio of a Mediterranean harbour scene with an English man o' war firing a salute
oil on canvas
33.5 x 54cm (13 3/16 x 21 1/4in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,600 - 3,900

27

WILLIAM ANDERSON (BRITISH, 1757-1837)

Unloading the day's catch
signed 'Anderson' (lower left)
oil on panel
42 x 57cm (16 1/2 x 22 1/2in).

£1,500 - 2,000
€1,800 - 2,300
US\$2,000 - 2,600



26



27



28



29

28

THOMAS LUNY (BRITISH, 1759-1837)

A two-masted ship possibly off the coast of Canada
indistinctly signed 'T. Luny' (lower left)

oil on canvas

30.5 x 40.6cm (12 x 16in).

£3,000 - 5,000
€3,500 - 5,900
US\$3,900 - 6,500

29

THOMAS LUNY (BRITISH, 1759-1837)

The rescue
signed and indistinctly dated 'Luny 1801' (lower left)

oil on canvas

31.1 x 41cm (12 1/4 x 16 1/8in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000



30

30

THOMAS LUNY (BRITISH, 1759-1837)

An English frigate at anchor off the island of St. Helena, with a view of Jamestown beyond

signed and dated 'T.Luny.1788' (lower left)

oil on canvas

87 x 146cm (34 1/4 x 57 1/2in).

£7,000 - 10,000

€8,200 - 12,000

US\$9,100 - 13,000

Provenance

Anon. sale, Christie's London, 22 June 1962, lot 168.

Private collection, UK.

The island of St. Helena in the South Atlantic was discovered by the Portuguese on St. Helena's Day, 21st May 1502. Afterwards held by the Dutch, the British East India Company briefly settled there in 1651 and even though the island changed hands again during the Anglo-Dutch Wars in the middle of the century, it had reverted to the British Crown by 1673 when, on 12th December that year, Charles II granted it to the East India Company for use as a port of call for their homebound ships. In 1684, the Company instructed Captain

Knox to go to Madagascar to "procure Negrosse (sic) to bring to St. Helena for the Company's Service thare (sic)", these slaves being intended for domestic use in the growing settlement of St. James (later Jamestown). The position of the island, especially in comparison with the hostile coasts of west and south-west Africa, was also of great strategic importance on the route to India and ships were often required to transport reinforcements to the garrison there. When, for example, the Suffolk was chartered for this purpose in 1749, it was agreed that her owners were to receive "for all Soldiers and Passengers carried to ye S[a]id Island £5 a head" as their fee for the charter.

St. Helena's barren appearance when approached from the sea was in marked contrast to the luxuriance of its many deep valleys, the own and anchorage for the Company's ships being situated below St. James's valley at the northern end of the leeward side of the island. Apart from drinking water and the obvious shelter from the weather, the island regularly supplied ships with beef and lemons (to combat scurvy) whilst in return, the Company provided St. Helena with grain which would not grow there.

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

WILLIAM JOHN HUGGINS (BRITISH, 1781-1845)

Captain Collingwood's 74-gun *Excellent* engaging two enemy vessels, including the mighty 110-gun Spanish 4-decker *Salvador del Mundo*, at the battle of Cape St. Vincent, 14th February 1797 signed and dated 'W.J. Huggins 1830' (on floating spar lower left) and extensively and indistinctly inscribed 'His Majesty's ship Excellent.../Cuthbert Collingwood engaging the Spanish ships/Salvador del Mundo of 110 guns and the San/Ysidro of 74 guns in Sir John Jervis's action on/the 14th February 1797 off Cape St. Vincent/William John Huggins, Painter in Ordinary to his Majesty' (on old label attached to frame verso)

oil on canvas

85.7 x 121.9cm (33 3/4 x 48in).

£15,000 - 25,000

€18,000 - 29,000

US\$20,000 - 33,000

After some early successes, notably the battle of the Glorious First of June (1794), the war with Revolutionary France and her allies was not going well for Great Britain as 1796 drew to a close. A Franco-Spanish expedition to Ireland was being prepared and the large but undermanned Spanish fleet was ordered to join its French counterpart already making for Brest. The Spaniards, under Admiral de Cordova, put to sea from Cartagena with twenty-seven ships-of-the-line in company with twelve frigates only to find Admiral Sir John Jervis lying

in wait for them off Cape St. Vincent. On 13th February Jervis was joined by Commodore Nelson's squadron and, the following day, he brought the enemy to action in what proved a landmark victory despite the numerical superiority of Cordova's fleet. Aided by Nelson's tactical brilliance at a crucial moment in the battle, Jervis decimated the Spanish fleet and forced the remnants to withdraw to Cadiz. Jervis's flagship H.M.S. *Victory* emerged triumphant from the action and it was also the first occasion on which Nelson distinguished himself as a commander.

Captain [later Vice-Admiral & Baron] Cuthbert Collingwood was one of Nelson's greatest friends and had, by 1805, risen to become second-in-command at Trafalgar. Since 1794, he had been in command of the 74-gun *Excellent* and, when ordered to Lisbon, found himself in action at the battle of Cape St. Vincent. From his position at the rear of the ad hoc line of battle and despite commanding a vessel sporting only 74-guns, Collingwood at once engaged the huge Spanish 4-decker *Salvador del Mundo*, 112-guns, with devastating effect. She soon surrendered, whereupon Collingwood took on the 74-gun *San Ysidoro*, on his port side, until she too hauled down her colours. To take two enemy ships almost simultaneously was a fine enough achievement, but when one of them was so vastly larger than *Excellent*, it cemented Collingwood's reputation and ensured further rapid promotions to flag rank.

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





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33



32

I. WINGFIELD (18TH CENTURY)

Squadron of warships off Gibraltar
signed and dated 'I.WINGFIELD.1796' (lower left)
oil on panel
22.5 x 144.5cm (8 7/8 x 56 7/8in).

£3,000 - 5,000
€3,500 - 5,900
US\$3,900 - 6,500

Provenance
With the Parker Gallery, London.

33

DE SIMONE (ITALIAN, 19TH CENTURY)

The British Squadron in the Bay of Naples
signed and dated 'De Simone 1860' (lower right)
oil on canvas
46.3 x 79.4cm (18 1/4 x 31 1/4in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,600 - 3,900



34

34

NICHOLAS POCOCK (BRITISH, 1740-1821)

Under Courses: the fleet at sea and reefed down in a heavy gale signed and dated 'N Pocock 1810' (lower left), bears an inscription in pencil 'Under Courses - ship(sic) of 50 & 44 Guns'/Original drawing by N. Pocock/1741-1821' (on old backing board)

watercolour

22 x 32cm (8 5/8 x 12 5/8in).

£1,200 - 1,800

€1,400 - 2,100

US\$1,600 - 2,400

In the Age of Sail, the term 'under courses' referred to a vessel at sea under reduced sail and showing only her fore-, main and mizzen sails, all others being furled and not in use.

We are grateful for Michael Naxton's assistance in cataloguing this lot.

35

THOMAS BUTTERSWORTH (BRITISH, 1768-1828)

A Representation of the Advanced Squadron under the command of Rear-Admiral Lord Nelson during the Blockade of Cadiz [1797]; The inshore blockading squadron off Cadiz, July 1797, a pair the former signed 'T Buttersworth' (lower left)

watercolour

each 30 x 44.5cm (11 3/4 x 17 1/2in).(2)

£2,000 - 3,000

€2,300 - 3,500

US\$2,600 - 3,900

The Representation of the Advanced Squadron under the command of Rear-Admiral Lord Nelson during the Blockade of Cadiz was later engraved by T. Williamson and published in London on 1st July 1802. Prints were further inscribed that the image was "taken from Buttersworth's Original Drawing now in his Lordship's Possession". As such, it may be suggested that the present work once belonged to Nelson himself.



35



35



36

36

GEORGE WEBSTER (BRITISH, ACTIVE 1797-1832)

A man o' war and other vessels in a choppy sea

signed 'G Webster' (lower left)

oil on canvas

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

£1,500 - 2,000

€1,800 - 2,300

US\$2,000 - 2,600

Provenance

With P. Polak Fine Art Dealers, London.

Private collection, UK (acquired from the above in April 1972).

37

ENGLISH SCHOOL, 19TH CENTURY

The dismasted but defiant French '74' *L'Impetueux* still flying her own colours prior to being boarded during the battle of the 'Glorious First of June'; and Her captured hulk ablaze in Portsmouth Harbour on 24th August 1794

a pair, oil on canvas

each 73.7 x 97.5cm (29 x 38 3/8in).(2)

£4,000 - 6,000

€4,700 - 7,000

US\$5,200 - 7,800

The battle fought on 1st June 1794 was the first fleet action of the French Revolutionary Wars. Admiral Lord Howe, at sea under orders to prevent a large grain convoy reaching France, had spent several weeks

searching for it and its escorting warships under Admiral Joyeuse before finally sighting them on 28th May. A running fight lasting three days ensued, with the French having the advantage of heavy weather. Early on 1st June, with the weather much improved and the two fleets about four miles apart, Lord Howe seized the weather gage and attacked. His strategy was not entirely successful but nevertheless, six French ships-of-the-line were taken as prizes and a seventh, *Le Vengeur du Peuple*, was sunk after a tremendous duel with H.M.S. *Brunswick*. The French flagship *Montagne* was severely damaged, suffering 300 men killed and yet, despite these losses, the convoy of merchantmen escaped Howe's clutches whilst the fleets were engaged and managed to reach the French mainland safely.

Built at Rochefort, launched in October 1797 and completed for sea in June 1799, *L'Impetueux* was one of the extensive Téméraire class of '74's' which formed the backbone of the French fleet from 1782-1814. Measured at 1,880 tons, she was 182 feet in length with a 49 foot beam and mounted a main armament of 28-36pdrs. In action at the 'Glorious First of June' 1794, where she was so badly damaged in her prolonged duel with H.M.S. *Marlborough* that she lost all three of her masts, her unmanageable hulk was later boarded by sailors from H.M.S. *Russell* and she was towed into Portsmouth. Although it was intended to refit her for service with the Royal Navy, - and, indeed, she had already assumed her new title as H.M.S. *Impetueux* - she accidentally caught fire at her moorings on 24th August 1794. Boats from nearby ships and elsewhere within the dockyard quickly saved those few men aboard her and, eventually, she was cut free and towed onto mudflats where she burned out and became a total loss.

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



37



37



38



39



40

38

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

Running into Whitby harbour
signed and dated 'G. Chambers 1826' (lower left)
oil on canvas
43.2 x 64.8cm (17 x 25 1/2in).

£3,000 - 5,000
€3,500 - 5,900
US\$3,900 - 6,500

For a similar comparison, see the cover and colour plate 1 of Alan Russett's book *George Chambers 1803-1830 His Life and Work* (Woodbridge, Suffolk, 1996).

39

JOHN LYNN (BRITISH, FL. 1828-1838)

A ship-rigged sloop of the White Squadron off Plymouth
signed and dated 'J Lynn/1835' (lower right)
oil on canvas
30.5 x 46cm (12 x 18 1/8in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000

Provenance

Anon. sale, Bonhams, London, 14 January 1993, lot 334.
Private collection, UK (acquired from the above).

The white flag with red cross indicates that there is a full admiral of the white on board ship, which has passed the Mewstone and is approaching Drake's Island.

40 *

JOSEPH HEARD (BRITISH, 1799-1859)

The brigantine *Elizabeth Taylor* off Albert Dock, Liverpool
inscribed 'The Brigantine Elizb Taylor Edwd Le Huguet Comdr from Jamaica off Albert Dock Liverpool Josph Heard painter 1846' (lower centre)
oil on canvas
61 x 91.5cm (24 x 36in).

£6,000 - 8,000
€7,000 - 9,400
US\$7,800 - 10,000

Elizabeth Taylor was built in Jersey for Taylor & Co. in 1845 and registered at 158 tons in Lloyds Register of 1846-47.

41

THOMAS JACQUES SOMERSCALES (BRITISH, 1842-1927)

An Old Time Cruiser

signed and dated 'TSomerscales/1902' (lower right) and bears a title
and artist's name (on old label attached to the stretcher)

oil on canvas

61.5 x 107cm (24 1/4 x 42 1/8in).

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 24,000





42



43



44

42

LAI FONG (CHINESE, ACTIVE 1870-1910)

The *County of Edinburgh* under full sail
signed and dated 'Lai Fong./Calcutta 1895' (lower right)
oil on canvas

66 x 89.5cm (26 x 35 1/4in).

Together with a silver presentation cigar case engraved 'To/Capt. J.W. Taylor R.N.R./A Souvenir of a Happy Voyage/from Vizagapatam to London/1920./From/A. McLennan & R.M. Manfield' (inside of lid), with hallmarks for Mappin & Webb, Birmingham, 1919. (2)

£2,000 - 3,000

€2,300 - 3,500

US\$2,600 - 3,900

43

ATTRIBUTED TO NICHOLAS CONDY (BRITISH, 1799-1857)

A British man-o'-war off a coast
oil on board

41 x 58.4cm (16 1/8 x 23in).

£2,000 - 3,000

€2,300 - 3,500

US\$2,600 - 3,900

44

ANTONIO NICOLO GASPARO JACOBSEN (AMERICAN, 1850-1921)

S.S. *Philadelphia*

signed, inscribed with address and dated 'ANTONIO JACOBSEN
1907/31 PALISADE AV. WEST HOBOKEN' (lower right)

oil on board

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

£4,000 - 6,000

€4,700 - 7,000

US\$5,200 - 7,800

The S.S. *Philadelphia* was built in 1889 by J.&G. Thompson, Ltd. in Glasgow, Scotland and was originally launched as the *City of Paris* for the Inman Line. Having grounded off the British coast in 1899 she was rebuilt and named S.S. *Philadelphia* going from three funnels to two. Measuring 527ft x 63ft and her tonnage being 10,786 her maiden voyage as *Philadelphia* was in 1901 from Southampton to New York but she was scrapped in Genoa in 1923.



45

45

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).

£5,000 - 7,000

€5,900 - 8,200

US\$6,500 - 9,100

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.



46

46

JAMES HARRIS OF SWANSEA (BRITISH, 1810-1887)

Shipping in Swansea Bay
signed 'Jas/Harris' (lower right)
oil on canvas
99 x 155cm (39 x 61in).

£12,000 - 18,000
€14,000 - 21,000
US\$16,000 - 24,000

It is quite rare for any vessel in Harris's paintings to be named, however going by the name on the port bow and the pennant being flown from her mainmast, the lead vessel is a barque named Fearless. It has proven difficult to track any details about Fearless, but unfortunately not all vessels were recorded in Lloyd's annual register.

Pilot boat number 4 featured in the lower right of the composition was named Faith. She was built around 1845 and was approximately 35 feet long. Over the years she competed in a number of races with other pilot boats from Neath and Port Talbot as well as Swansea. In 1845 she came in first amongst thirteen other boats, and in 1854 led from start to finish amongst nine boats in the race. In 1858 she tied for first, in 1862 came third, but due to a mishap in 1863 came last. She survived until about 1870 when replaced by the pilot boat Benson.

Looking beyond the shipping scene in the foreground, one can see Oystermouth in the distance, which is on the west side of Swansea Bay and south of Swansea itself. R.G. Howell's book 'Under Sail - Swansea Cutters, Tallships and Seascapes' published in 1987 features a number of Harris's paintings and judging from the compositions in the publication it is likely that the present work was painted in the 1850s.

47

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

Dutch fishing craft off Fort Lillo, mouth of the Scheldt

signed and dated 'E. W. Cooke. 1845.' (lower left)

oil on panel

31.8 x 40cm (12 1/2 x 15 3/4in).

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 24,000

Provenance

H. Bicknell (purchased for 10 guineas)

Private collection, UK.

Literature

J. Mundy, E.W. Cooke, A Man of his Time, Woodbridge, Suffolk, 1996

- no. 45/4.





48



49



50

48

WILLIAM ADOLPHUS KNELL (BRITISH, 1802-1875)

A heavy swell off Boulogne harbour
signed 'W.A.Knell' (lower right)

oil on canvas

38.1 x 63.8cm (15 x 25 1/8in).

£1,200 - 1,800

€1,400 - 2,100

US\$1,600 - 2,400

49

ARTHUR WELLINGTON FOWLES (BRITISH, 1815-1883)

The *Victoria & Albert* and *Royal George* in the Solent
signed and inscribed 'A Fowles/RYDE' (lower right)

oil on panel

24.7 x 31.5cm (9 3/4 x 12 3/8in).

£800 - 1,000

€940 - 1,200

US\$1,000 - 1,300

50

WILLIAM EDWARD WEBB (BRITISH, 1862-1903)

Peel Harbour, Isle of Man
signed 'W Webb' (lower left)

oil on canvas

76 x 127cm (29 15/16 x 50in).

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500



51

51

NICHOLAS CONDY (BRITISH, 1799-1857)

Fisherfolk on the foreshore at Carrick Fergus, Northern Ireland

oil on panel

53.3 x 42.3cm (21 x 16 5/8in).

£2,000 - 3,000

€2,300 - 3,500

US\$2,600 - 3,900



52



53

52

WILLIAM JOSEPH JULIUS CAESAR BOND (BRITISH, 1833-1926)

Moored fishing boats in a calm
signed 'WJJCBond' (lower right)
oil on canvas
52.5 x 71.5cm (20 11/16 x 28 1/8in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,600 - 3,900

53

JOHN WRIGHT OAKES (BRITISH, 1820-1887)

'Sketch on the Coast'
signed with monogram and dated '73' (lower left), also signed,
inscribed and dated 'Sketch on the Coast/for my old friend W.J.
Bishop Esq/July 1873/JW Oates' (in pencil verso)
oil on panel
31 x 47cm (12 3/16 x 18 1/2in).

£800 - 1,200
€940 - 1,400
US\$1,000 - 1,600

54 ^{AR}

MONTAGUE DAWSON (BRITISH, 1890-1973)

Mayflower II on her sailing trials in the waters off Brixham, South Devon, April 1957

signed 'MONTAGUE DAWSON' (lower left)

oil on canvas

50.8 x 76.2cm (20 x 30in).

Together with Ramsey's book *Montague Dawson, R.S.M.A., F.R.S.A.*

The greatest sea painter in the world

£35,000 - 55,000

€41,000 - 64,000

US\$46,000 - 72,000

Provenance

With Frost & Reed, London, no. 23180 (acquired from the artist on 8 October 1957 with the title 'Bowling along - Mayflower II').

With Patterson Gallery, London.

With Frost & Reed, London (acquired from the above on 3 March 1969).

Mr Jorge A R de Brito (acquired from the above on 29 April 1969 with the title 'A Galleon in a High Sea').

Private collection, UK.

Literature

Ramsey, L.G.G., *Montague Dawson, R.S.M.A., F.R.S.A. The greatest sea painter in the world, Leigh-on-Sea*, 1967, p. 33, no. 111, pl. 5.

Montague Dawson painted 3 portraits of *Mayflower II*, each slightly different, only one of which (the same example) is recorded in both Ramsey and Ranson's books. Unfortunately the present lot and one which sold at Christie's New York about 15 years ago are not recorded in either book.

For details about *Mayflower II* please see the footnote for lot 95.

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





55



56



57

55 AR

JOHN STEVEN DEWS (BRITISH, BORN 1949)

In full sail
incised with signature 'J Steven Dews' (lower left)
oil on canvas
61 x 91.5cm (24 x 36in).

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500

56 AR

DEREK GEORGE MONTAGUE GARDNER (BRITISH, 1914-2007)

'Racing Clippers - The California Clipper *Flying Fish* and the *Wild Pigeon* in the Pacific, 30th December 1852, on passage to San Francisco'
signed 'Derek G. M./GARDNER' (lower right), also signed on label (attached verso)
oil on panel
17.2 x 24.8cm (6 3/4 x 9 3/4in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000

Provenance

Private collection, UK.

According to the label on the reverse 'The *Flying Fish* was built by the famous Donald McKay and launched at Boston in 1851. While coming out of Foochow with a tea cargo in 1858, she was wrecked in the treacherous Min River.'

57 AR

DEREK GEORGE MONTAGUE GARDNER (BRITISH, 1914-2007)

'Ten Thousand Miles to Go - *Hurunui*'
signed 'Derek.G.M./GARDNER' (lower right), and titled in pencil (verso)
oil on canvas
40.5 x 56cm (16 x 22in).

£4,000 - 6,000

€4,700 - 7,000

US\$5,200 - 7,800

The ship *Hurunui*, named after the river in North Canterbury New Zealand, was built in 1875 by Plamers & Co. of Newcastle for the New Zealand Shipping Co., her dimensions being 204'1"x 34'2"x 20'0". In 1883 she collided with *Waitara* a ship of the same company in the English Channel before being sold to G.A. Lindblom in 1895 renamed *Hermes*. She was torpedoed and sunk by a German submarine in 1915 in the English Channel just off the Isle of Wight.



58



59

58

ABRAHAM HULK (DUTCH, 1813-1897)

Dutch shipping off a coast
signed 'A. Hulk' (lower left)
oil on canvas
28 x 45.5cm (11 x 17 15/16in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,600 - 3,900

59

JOHANNES CHRISTIAAN SCHOTEL (DUTCH, 1787-1838)

Shipping off a pier in rough weather
signed 'J Schotel' (lower right)
oil on panel
39 x 52cm (15 3/8 x 20 1/2in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000



60



61

60

JOHANNES HERMANUS KOEKKOEK (DUTCH, 1778-1851)

Dutch shipping on a blustery day
signed and indistinctly dated JH Koekkoek ...' (on floating spar lower
centre)

oil on panel

29.2 x 41.9cm (11 1/2 x 16 1/2in).

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500

61

ABRAHAM HULK (DUTCH, 1813-1897)

Moored fishing boats at sunset
signed 'A. Hulk' (lower left) and bears an inscription 'No1/A Marine
View/By A. Hulk Senr' (on old label verso)

oil on panel

17.4 x 25.4cm (6 7/8 x 10in).

£1,500 - 2,000

€1,800 - 2,300

US\$2,000 - 2,600



62

62

MAURITZ FREDERICK HENDRICK DE HAAS (AMERICAN, 1832-1895)

Mont Orgueil Castle, Jersey
signed 'M F H De Haas' (lower right)
oil on canvas
38.1 x 57.2cm (15 x 22 1/2in).

£4,000 - 6,000
€4,700 - 7,000
US\$5,200 - 7,800

63

WILLIAM EDWARD WEBB (BRITISH, 1862-1903)

St Michael's Mount from across Mount's Bay
signed and dated 'W. WEBB 1893' (lower right)
oil on canvas
40.6 x 61cm (16 x 24in).

£3,000 - 5,000
€3,500 - 5,900
US\$3,900 - 6,500

64

WILLIAM EDWARD WEBB (BRITISH, 1862-1903)

On the beach at Newlyn
signed and dated 'W. WEBB 1897' (lower right) and bears a title
(verso)
oil on canvas
40.6 x 61cm (16 x 24in).

£3,000 - 5,000
€3,500 - 5,900
US\$3,900 - 6,500



63



64



65

65

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

'A Leaky Old Tub'

signed with initials and dated 'C.N.H. 1915' (lower left) and bears artist's name, title and date 'A leaky old Tub/C. Napier Hemy/Falmouth/1915' (verso)

oil on canvas

50.8 x 76.2cm (20 x 30in).

£8,000 - 12,000

€9,400 - 14,000

US\$10,000 - 16,000

This is an example of Hemy's later style and is of one of his regular subjects of a Cornish working boat in full sail. Hemy moved to live permanently in Falmouth, Cornwall in 1881 and by 1915, when this picture was created, his style had developed from a detailed traditionalist one to a much more expressive, impressionist handling of the paint. The subject is similar to several other works such as 'Bringing Home the Catch', 1913.

Entitled 'A leaky Old Tub' this painting is of a gaff cutter with one of the crew using the manual bilge pump to eject the water coming in to the boat over the side. In the background is a Plymouth pilot cutter with the letters PH visible on the sail.

Hemy painted so many of his pictures from his own floating studio the Vandermeer this created the feeling of being on the water along side the boat as it cut through the waves, as captured in this picture.

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



66

66

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

'When Storms are O're' -

"Calm Sleeps the Sea when storms are o'er

With bosom silent and serene,
And but the Wreck upon the shore,

Reveals that storms have been"

signed with monogram and dated '1864' (lower right); also signed,
inscribed with title and artist's address, and dated (verso)

oil on canvas

43.5 x 69cm (17 1/8 x 27 1/8in).

£4,000 - 6,000

€4,700 - 7,000

US\$5,200 - 7,800

This is a rare early example of one of Britain's foremost Victorian marine painters and Royal Academicians, Charles Napier Hemy. It was painted in 35 West Street, Gateshead where Hemy's father had moved in 1863. It was whilst in Gateshead that Hemy began his artistic career in earnest. Prior to that in 1855 he entered Ushaw College, near Durham and studied to be a Roman Catholic priest which he abandoned after a year and went to sea instead working as a hand on board sailing ships travelling to destinations such as Malta and Falmouth. Although he loved the adventurous life at sea, he had no aptitude for it and was sent home ill from his last voyage in December 1859. He returned to studying to be a priest and joined the Dominican

Monastery at Lyons in 1861. But by 1862 at the age of 21 he realised his true calling was to be an artist.

Hemy described his early marine paintings such as this one as being purely commercial and produced for dealers. They were based on his own experience of being at sea but this particular one of a wrecked naval battle ship seems to have been of a wreck that he saw and drew as there is a watercolour study for it in the Laing Art Gallery (TWCMS:G17 045) and is illustrated in *Master of the Sea: Charles Napier Hemy RA, RWS, Margaret Powell* p.8. Plate 4.

Hemy was fascinated by wrecks and wrote a short story called 'The Wreck' in 1856 when he was just 15 years old.

The style of this painting was influenced by Hemy's teacher William Bell Scott (1811 – 1890) who was head of the Government School of Design in Newcastle where Hemy attended from 1852 – 1855. Scott was strongly influenced by the Pre-Raphaelites and Realism.

The poem 'When Storms are O're', inscribed on the back of the canvas was something that Hemy did with other works at this time. He quotes a poem by Fletcher on the reverse of 'Ruin of a Northumbrian Keep' also painted in 1864.

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



67



68



69

67

DUTCH SCHOOL, 19TH CENTURY

Shipping in a swell
signed with initials 'NB' (on barrel lower left)
oil on panel
56 x 80cm (22 x 31 1/2in).

£4,000 - 6,000
€4,700 - 7,000
US\$5,200 - 7,800

Provenance

With Stacy Marks, 1951, stock no. B33.

68

JOHANNES CHRISTIAAN SCHOTEL (DUTCH, 1787-1838)

Scheveningen Beach
signed 'J C Schotel' (lower centre right)
oil on canvas
83.2 x 111.8cm (32 3/4 x 44in).

£3,000 - 4,000
€3,500 - 4,700
US\$3,900 - 5,200

Provenance

With Frost & Reed, registered no. 47762.
With Stacy Marks, 1973, stock no. S.442.

69

JOHANNES HERMANUS KOECKOEK (DUTCH, 1778-1851)

Shipping off the Dutch coast
signed and dated 'J.H.Koeckoeck 1842' (lower right)
oil on panel
27 x 36cm (10 5/8 x 14 3/16in).

£4,000 - 6,000
€4,700 - 7,000
US\$5,200 - 7,800

70 * AR

MONTAGUE DAWSON (BRITISH, 1890-1973)

The Tea Clippers - The Race between *Taeping* and *Ariel* in 1866 off Lands End
signed 'MONTAGUE DAWSON' (lower left), and inscribed in pencil
"THE TEA CLIPPERS"/The Race between 'Taeping' & 'Ariel' in 1866
(off Lands End)' (on stretcher verso)
oil on canvas
71.1 x 106.7cm (28 x 42in).

£70,000 - 100,000
€82,000 - 120,000
US\$91,000 - 130,000

Provenance

With Frost & Reed, London, registered no. 10073 (acquired from the artist on 18 July 1950).
With Cooling Galleries, London (acquired from the above on 21 July 1950).
Private collection, Canada.

Literature

L.G.G. Ramsey, Montague Dawson, R.S.M.A., F.R.S.A., 2nd revised edition, F. Lewis, Leigh-on-Sea. 1970, unillustrated but probably no. 15, p.19.

The tangible result of the reductions in the duty on imported tea in the 1860s was the creation of a new generation of clipper ships; all exceptionally stylish, it was their capacity for speed however which provoked the most admiration and no event caught the public's imagination more than the spectacular 'Tea Race' of 1866. Each year the clippers went out to China in the spring and waited at one of several ports for the tea to be brought down from the interior. The principal loading port was Foochow, up river from the coast, and in May 1866, the most celebrated clippers afloat lay there awaiting cargoes. The first vessel to complete loading was *Ariel* and, casting off at 5.00pm. on 28th May, she dropped clear of the other shipping and then anchored in the river for the night. By the next morning, three more ships – *Fiery Cross*, *Taeping* and *Serica* – were moving down river and *Taiping* was not far behind them. Problems with tugs and tides in the estuary delayed them all slightly but, by noon on 30th May, the first four were in open water and *Fiery Cross* had gained an early lead of 14 hours.

Thus began the most memorable tea race of them all with the four ships passing, re-passing and sometimes even sailing abreast of each other throughout the long journey home. By the time they reached

the Scillies for the final dash, *Ariel* and *Taeping* were neck and neck as they raced up the English Channel logging 14 knots for much of 5th September. At 8.00am. the next day, *Ariel* signalled her number off Deal with *Taeping* only ten minutes astern of her. Off the Nore, *Taeping* picked up the better of the two available tugs and arrived off Gravesend just ahead of *Ariel* to wait for the tide. Still a race even to the last, *Taeping* – drawing less water than her rival – docked in London at 9.47pm., *Ariel* at 10.15pm and *Serica* got in at 11.30pm., just as the dock gates were closing. It was a remarkable finish to an astonishing race across the world, the like of which was never repeated in quite such breathtaking style.

Ariel, 852 tons, was one of that small group of British clippers which assumed almost legendary status even in their own time. Built by Robert Steele at Greenock to the order of Shaw, Lowther & Maxton of London, she was launched on 29th June 1865. She and *Taeping* shared the honours of being first home in the thrillingly close Tea Race of 1866 whilst her next passage out - 79 days from Gravesend to Hong Kong (pilot to pilot) - was the fastest ever recorded. Other good passages followed and in the 1870-71 season she carried tea from Yokohama to New York. Her brilliant career was to be short-lived however and after leaving London for Sydney on 31st January 1872, she was never heard of again nor was any trace of her ever found.

The widely acclaimed *Taeping* was Robert Steele's first composite tea clipper and one of the most famous of her breed. Built to the order of Alexander Rodger of Glasgow in 1863, she was registered at 767 tons and measured 184 feet in length, with a 31 foot beam. Excelling in light winds, she made a very good maiden trip home with her first tea in 1864 despite being disabled in a typhoon off Formosa and being forced into Amoy for emergency repairs. Her equally good run home in 104 days in 1865 was eclipsed the very next year by her heroic 99-day race against *Ariel* when, only 10 minutes behind her running mate off the Downs, *Taeping* managed to dock in London 30 minutes ahead of her rival. So close was the finish that the race was declared a dead heat and the two vessels shared both the glory as well as the premium on the first tea cargo of the year. First home again in 1867 as well as in 1870, and recording a particularly fast passage in 1868, she was wrecked on Ladd's Reef in the South China Sea on 22nd September 1871.

Clearly a popular and romantic subject for Dawson, he is known to have painted five versions of this work, all slightly different, for his admiring public.

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



71

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

'French Sloop entering the harbour of Tréport'

signed and dated 'E W Cooke. RA./1869' (lower right) and inscribed with artist's name, address and title (on old label attached to stretcher)

oil on canvas

81.3 x 134.6cm (32 x 53in).

£15,000 - 20,000

€18,000 - 23,000

US\$20,000 - 26,000

Provenance

Lutwidge (commission)

Christies - 17th December 1910, lot 28, 44 guineas to Vicars

Christies - 3rd April 1922, lot 117, 44 guineas to Pawsey and Payne

J. MacMillan, Kensington Church Street

Hahn Fine Art, London, 7th July 1970, £1,400

Private Collection

Exhibited

London, Royal Academy, 1869, no. 863.

Literature

J. Mundy, *E.W. Cooke, A Man of his Time*, Woodbridge, Suffolk, 1996

- no. 68/3, plate 273, illustrated in black and white on page 327.





72

72

ARTHUR JOSEPH MEADOWS (BRITISH, 1843-1907)

St. Michael's Mount, Cornwall
signed and indistinctly dated 'Arthur Meadows 1893' (lower left)
oil on canvas
61 x 91.4cm (24 x 36in).

£1,500 - 2,000
€1,800 - 2,300
US\$2,000 - 2,600

73

J. F. ARGENT (19TH CENTURY)

The S.S. *Ems* off the Needles, Isle of White
signed and dated 'J.F. Argent 1885' (lower left)
oil on canvas
50.5 x 91.5cm (19 7/8 x 36in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000

S.S. *Ems*, built by John Elder & Co Govan, made its maiden voyage from Bremen to New York via Southampton in 1884 as part of the Norddeutscher Lloyd weekly transatlantic service known for its speed. She was 429.8 feet long by 47 feet wide with a gross tonnage of 4730. Originally named after the German river, she was sold in 1901 to Elder Dempster and renamed *Lake Simcoe* before being broken up in Genoa in 1905.

74 *

CIRCLE OF JOSEPH HEARD (BRITISH, 1799-1859)

The barque *Eliza* off Margate
oil on canvas
61 x 92cm (24 x 36 1/4in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000

Provenance

With the Parker Gallery, London.
Private collection, Canada.

The *Eliza* was a 344 ton merchant ship built at Prince Edward Island, Canada in 1824 for Barnikell of Plymouth, Devon.



73



74

75

THOMAS LUNY (BRITISH, 1759-1837)

The Battle of the Saintes, 12th April 1782, Captain The Hon. William Cornwallis's ship Canada engaging the French flagship Ville de Paris signed and dated 'T.Luny.1785' (lower left)

oil on canvas

94 x 148cm (37 x 58 1/4in).

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 24,000

Provenance

With the Parker Gallery, London.

Private collection, UK.

The battle of the Saintes was one of the many naval engagements of the eighteenth century fought amongst the immensely valuable 'sugar' islands of the West Indies. Towards the end of the American War of Independence, by which time both France and Spain had allied themselves to the infant United States in the hope of territorial gain at England's expense, the French campaign in the Caribbean had already been alarmingly successful. When, in the spring of 1782, the French prepared to mount an offensive against the island of Jamaica, Admiral Lord Rodney realised that a regular fleet action was his only means of stopping them. The French fleet, under the Comte de Grasse, sailed from Fort Royal, Martinique, on 8th April; Rodney soon intercepted it and a partial engagement took place the following day. To begin with de Grasse had the advantage but lost it, and the battle quickly developed into a running fight lasting three days. On the morning of 12th April, Rodney finally brought the French to action off Les Saintes, a group of small islands situated in the channel between Guadeloupe and Dominica. Initially adopting the traditional strategy, Rodney then astonished the French by piercing their line of battle in two places and throwing them into utter confusion. Before long their flagship, the 104-gun *Ville de Paris*, was surrounded and forced to surrender, and although de Grasse's second-in-command escaped with a small number of ships, it was nevertheless a decisive defeat for the French and saved the precious island of Jamaica from invasion.

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





76

76

ATTRIBUTED TO FRANCIS HOLMAN (BRITISH, 1729-1790)

H.M.S. *Melampus* with the frigates *Diamond*, *Hebe*, *Niger* and *Siren* off Jersey, 9th May 1795

inscribed 'Representation of an action off the coast of France/ between an English squadron and a French Battery/ Endeavouring to get off a convoy which had run/ under it for protection:- by the Hebe, Melampus, Diamond and Syren[sic]' (lower right)

oil on canvas

65 x 111cm (25 9/16 x 43 11/16in).

£1,500 - 2,000

€1,800 - 2,300

US\$2,000 - 2,600

Provenance

With the Parker Gallery, London.

Private collection, UK.

77

ROBERT CLEVELEY (BRITISH, 1747-1809)

The Battle of the Saintes - Sir George Rodney defeating the French, Dominica, 12th April 1782, a pair one signed and dated 'R Cleveley Jn del. 1793.' (on floating spar lower left)

watercolour

each 56 x 85cm (22 1/16 x 33 7/16in).(2)

£4,000 - 6,000

€4,700 - 7,000

US\$5,200 - 7,800



77



77

78

THOMAS JACQUES SOMERSCALES (BRITISH, 1842-1927)

Two Royal Navy corvettes on patrol in the southern ocean, their
stun'sails set to catch the best of the light winds
signed and dated 'TSomerscales/1921' (lower right)
oil on canvas
51.5 x 76.2cm (20 1/4 x 30in).

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000

It is probable that the leading vessel is the corvette HMS *Clio* (launched 1858) which Somerscales joined in 1864 (as a Naval Schoolmaster), stayed in until 1868 and subsequently painted numerous times during his career as an artist.

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





79



80

79

GEORGE WEATHERILL (BRITISH, 1810-1890)

On the quay, Whitby
signed and dated in pencil 'G. Weatherill 1874' (lower left)
watercolour heightened with white
35 x 53cm (13 3/4 x 20 7/8in).

£3,000 - 5,000
€3,500 - 5,900
US\$3,900 - 6,500

80

GEORGE WEATHERILL (BRITISH, 1810-1890)

Whitby
signed 'G Weatherill' (lower left)
watercolour
24 x 36cm (9 7/16 x 14 3/16in).

£1,200 - 1,800
€1,400 - 2,100
US\$1,600 - 2,400



81



82

81

THOMAS BUSH HARDY (BRITISH, 1842-1897)

Unloading the day's catch
signed and dated 'T. B. Hardy 1893' (lower left)
watercolour with scratching out
22.3 x 68cm (8 3/4 x 26 3/4in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000

82

EDWIN HAYES RHA, RI, ROI (BRITISH, 1819-1904)

Fishing smacks off a coastline
signed 'E Hayes RHA' (lower left)
watercolour heightened with white
21 x 47.6cm (8 1/4 x 18 3/4in).

£800 - 1,200
€940 - 1,400
US\$1,000 - 1,600



83

83

WILLIAM EDWARD WEBB (BRITISH, 1862-1903)

Scilly Isle trawlers unloading their catch on the fish quay
signed 'W. WEBB' (lower left)

oil on canvas

61 x 91.5cm (24 x 36in).

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500

84

WILLIAM THORNLEY (BRITISH, ACTIVE 1857-1898)

St Michael's Mount, Cornwall
signed 'W.A.THORNBERY' (lower right)

oil on panel

23.5 x 35cm (9 1/4 x 13 3/4in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000

85

WILLIAM THORNLEY (BRITISH, ACTIVE 1857-1898)

Fisherfolk on a beach at sunset
signed 'THORNBERY' (lower left)

oil on panel

17.8 x 25.7cm (7 x 10 1/8in).

£800 - 1,200

€940 - 1,400

US\$1,000 - 1,600

Provenance

With the Royal Exchange Art Gallery, London.



84



85

86 AR

MONTAGUE DAWSON (BRITISH, 1890-1973)

The American clipper *Asterion* running before the wind on the open ocean signed 'MONTAGUE DAWSON' (lower left) and indistinctly inscribed in pencil 'Summer Clouds 36 x 24 / The Asterion 1135 Tons ... at Medford in 1854' (on stretcher verso)
oil on canvas
61 x 91.5cm (24 x 36in).

£40,000 - 60,000

€47,000 - 70,000

US\$52,000 - 78,000

Provenance

With Frost & Reed, London, no. 11200 (acquired from the artist in 1951).

Anon sale, Sotheby's, London, 24 November 1993, lot 7B.

Private collection, UK.

The American 'medium' clipper *Asterion* was built by J.T. Foster at Medford, Massachusetts for David Snow & Associates of Boston and launched on 28th June 1854. Designed to be "a good carrier with fair speed" and "an economical ship to operate", she was measured at 1,135 tons and had cost \$67,000 by the time she was ready for sea. Capable of carrying 1,600 tons of cargo fully laden, she was 188 feet in length with a 36 foot beam and proved an excellent investment for her owners from the outset.

Her maiden voyage – a round trip to Liverpool for which she was chartered for \$17,000 – was highly profitable, but by 1857 she had transferred into the very lucrative Peruvian guano trade. Sold to Bucklin & Crane of New York in 1860, her new owners kept her in the guano business until, in September 1861, she was very nearly captured by the infamous Confederate raider *Alabama* after she seized the New York-bound *Joseph Parkes* which revealed *Asterion's* course and position. In the event, Captain Semmes (*Alabama's* master) decided that the risk in chasing her was greater than the value of her hull so *Asterion* escaped and arrived safely in Hampton Roads on 16th October (1861). After a successful return passage to San Francisco, *Asterion* then cleared New York on 2nd January 1863 on what proved to be her final voyage; eventually reaching Howland's Island, in the Pacific, via San Francisco, to load guano that September, she sailed with a full cargo within days but, on the 24th of the month, was wrecked on Baker's Island some fifty miles away. Although the ship's officers and crew all got ashore safely, they were marooned there for over two months and were in a pitiable state when finally picked up by chance by the crack U.S. clipper *Herald of the Morning*. It was an epic rescue and yet one which has been largely omitted from the innumerable works which chronicle the shipwrecks of the nineteenth century.

(For a full account of both wreck and rescue, see William Armstrong Fairburn's monumental work [on American commercial sailing ships] *Merchant Sail*, 6 volumes, Fairburn Marine Educational Foundation, Center Lovell, Maine, U.S.A., 1947, vol. VI, pp. 3756-66).

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





87

87

HENRY MOORE (BRITISH, 1831-1895)

The open sea
 incised with initials and date 'Sept 2nd 1886 H.M.' (lower right)
 oil on canvas
 54.6 x 78.8cm (21 1/2 x 31in).

£2,000 - 3,000
 €2,300 - 3,500
 US\$2,600 - 3,900



88



89

88

TERRICK WILLIAMS (BRITISH, 1860-1936)

Evening light
signed 'Terrick Williams' (lower left)
oil on canvas laid to board
19.7 x 26.7cm (7 3/4 x 10 1/2in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,600 - 3,900

89

WILLIAM LIONEL WYLLIE (BRITISH, 1851-1931)

Fisherwomen on a beach
signed and dated 'W L Wyllie/1873' (lower right)
oil on card
7.3 x 24.2cm (2 7/8 x 9 1/2in).

£1,000 - 1,500
€1,200 - 1,800
US\$1,300 - 2,000



90

90 AR

LOUIS DODD (BRITISH, 1943-2006)

A view of Greenwich showing the American Tea Clipper *Nightingale* signed 'Louis Dodd' (lower right)

oil on panel

50.8 x 76.2cm (20 x 30in).

£8,000 - 12,000

€9,400 - 14,000

US\$10,000 - 16,000

Provenance

The artist's collection.

And thence by descent to the present owner.

Nightingale was constructed at Portsmouth, New Hampshire in 1851 by Samuel Hanscom. Originally to be named *Sarah Cowles* she was renamed *Nightingale* most likely in honour of Jenny Lind the 'Swedish Nightingale' who was on a singing tour of the United States at the time. *Nightingale's* figurehead was a bust of the renowned singer.

The concept behind *Nightingale* was the trans-Atlantic crossing carrying passengers to view the Great Exhibition or World's Fair as it was known in America. Unfortunately the very high standards lavished on cabin decorations exhausted finances and after her launch she was towed to Boston where she was laid up for several weeks. The intended visit to London was cancelled and *Nightingale* was sold at auction in September 1851 to Davis & Co, ship's brokers and creditors, for the sum of \$43,000. She was later purchased by Sampson & Tappan of Boston, for \$75,000, who ran her for several years.

After these troubled beginnings *Nightingale* had a very successful career in the British tea trade and was reckoned by some to be one of the swiftest ships in the world.

In 1860 she was again sold and became a slave ship. Captured by the USS *Saratoga* in April 1861 she served as a supply ship in the US Civil War. With the war over she was sold and became a merchant ship once again for Norwegian owners and continued working until 1893.



91

91 AR

DEREK GEORGE MONTAGUE GARDNER (BRITISH, 1914-2007)

The destruction of the German battleship *Bismarck* in the Atlantic with
HMS *Rodney* in the distance, 27th May 1941

signed 'D.G.M./GARDNER/' (lower right)

oil on canvas

44 x 61cm (17 5/16 x 24in).

Together with a letter from the artist.

£5,000 - 7,000

€5,900 - 8,200

US\$6,500 - 9,100

Provenance

D. Cargill (gifted by the artist)

P. Stratford (gifted by M. Cargill, wife of the above)



92



93



94

92 AR

**DEREK GEORGE MONTAGUE GARDNER
(BRITISH, 1914-2007)**

The United States 74-gun Ship-of-the-line *Delaware* at anchor at Boston, Massachusetts signed 'Derek G.M./GARDNER' (lower right), further signed and dated in pencil 'Derek Gm Gardner/R.S.M.A./1989' (to lower left margin) and inscribed in pencil 'The United States 74-gun Ship-of-the-line "DELAWARE"/at anchor at Boston, Mass./Launched at the Norfolk Navy Yard 1820' (to lower centre margin) watercolour
10.1 x 18.4cm (4 x 7 1/4in).

£600 - 800
€700 - 940
US\$780 - 1,000

Provenance
With the Polak Gallery, London, ref no. 996/3
No.20.
Private collection, UK.

93 AR

**DEREK GEORGE MONTAGUE GARDNER
(BRITISH, 1914-2007)**

H.M. frigate *Astrea* signed and dated 'Derek G.M./GARDNER/1988' (lower left), further signed and dated in pencil (verso) and inscribed in pencil 'H.M. frigate "ASTREA", 32 guns./Launched at Cowes, 1781.' (to lower margin) watercolour
10.1 x 18.4cm (4 x 7 1/4in).

£600 - 800
€700 - 940
US\$780 - 1,000

Provenance
With the Polak Gallery, London, ref no. 997/1
No.11.
Private collection, UK.

94 AR

**DEREK GEORGE MONTAGUE GARDNER
(BRITISH, 1914-2007)**

'The capture of H.B.M 14-gun sloop *Drake* by the American *Ranger* 18 guns. (Captain John Paul Jones) off Belfast Lough on 24th April 1778.' signed and dated 'Derek G.M./Gardner/1987' (lower right), further signed and dated in pencil (to lower right margin) and inscribed with title and copy right notice in pencil (to lower left margin) watercolour
36.8 x 49.6cm (14 1/2 x 19 1/2in).

£5,000 - 8,000
€5,900 - 9,400
US\$6,500 - 10,000

95 * AR

JOHN STOBART (BRITISH, BORN 1929)

Mayflower II at sea under full sail off the south Devon coast in April 1957

signed '-STOBART-' (lower right)

oil on canvas

50.8 x 61cm (20 x 24in).

£20,000 - 30,000

€23,000 - 35,000

US\$26,000 - 39,000

Provenance

Kathleen and John 'Jumbo' Goddard, acquired directly from the artist (Jumbo Goddard was a member of the crew of *Mayflower II* on her 56 day voyage from Plymouth Devon to Plymouth Massachusetts in 1957).

Private collection, Australia.

Although appearing to be a typical early seventeenth century English merchantman, the modern ensigns at her fore- and mizzen mastheads and, more significantly, the post-1801 Union flag at her main masthead, reveal the identity of this seemingly archaic vessel as *Mayflower II*, the twentieth century replica of her far more famous namesake which took the 'Pilgrim Fathers' to North America in 1620. The most celebrated ship in Colonial American history, the original *Mayflower* is thought to have been built at Leigh, England, in 1606 and was measured at a mere 180 tons. Only 90 feet in length with a 26 foot beam, she carried a crew of between 20 and 30 men and somehow managed to cram 50 men, 20 women and 34 children into her dank and cheerless hold for the long and perilous journey which

was to take them to religious freedom in the New World. Leaving Plymouth, Devon, on 6th September 1620, *Mayflower* finally sighted the North American continent on 11th November and, after sixty-seven days at sea, anchored in Provincetown Harbor. Their intended destination was actually Virginia but contrary winds had blown the ship north to a landfall in what became Massachusetts. As it was already so late in the year, the emigrants resolved to settle where they were and the rest is history.....

The idea of creating a replica of the legendary *Mayflower* was conceived during the Second World War by Warwick Charlton, a London newspaper journalist then on active service. He saw the project as the ideal way of cementing Anglo-American relations and whilst there was plenty of support for it from the outset, it still took over ten years to come to fruition. Built of English oak by Stuart Upham of Brixham, Devon, *Mayflower II*'s keel was laid on 28th July 1955 and she was launched in September the following year. On 16th April 1957 she was put to sea under sail for the first time and four days later, on 20th April, she sailed from Brixham bound for Plymouth, Massachusetts. Commanded by the author and square-rigger veteran Alan Villiers and with a crew of 33 men, she survived at least one severe Atlantic storm and made the crossing in 54 days, a significant improvement on her namesake back in 1620. Vice-President Richard Nixon and John F. Kennedy, then a junior Senator, were amongst the vast crowd of 100,000 people which assembled to watch her come into Plymouth, after which she was presented to the Plimoth Plantation (a Massachusetts museum dedicated to the history of the Pilgrim Fathers) where she remains on exhibition. It has been estimated that, in the intervening years, some 40 million people have visited her and trodden her decks to marvel at this memorial to their forefathers.





96



97

96 AR

ROGER CHAPELET (FRENCH, 1903-1995)

The clipper ship *Sophocles* in the Channel
signed and inscribed 'Roger Chapelet/SOPHOCLES' (lower right)
oil on canvas
61.9 x 91.5cm (24 3/8 x 36in).

£1,200 - 1,800
€1,400 - 2,100
US\$1,600 - 2,400

97

MARK RICHARD MYERS (AMERICAN, BORN 1945)

'The Oinker Barque *Ester* in a Fleet of Lowestoft Men'
signed and dated 'MARK MYERS.1975' (lower right) and inscribed
with artist's name, address and title (on Guildhall Art Gallery label
attached verso)
acrylic on canvas
50.8 x 76.2cm (20 x 30in).

£1,200 - 1,800
€1,400 - 2,100
US\$1,600 - 2,400

Provenance
With Guildhall Art Gallery, London.
Private collection, UK.

98

DE SIMONE (ITALIAN, LATE 19TH/EARLY 20TH CENTURY)

S.Y. *Mavis* in the Bay of Naples
signed and dated 'De Simone/1910' (lower
right) and inscribed 'S.Y. MAVIS' (lower left)
gouache
42 x 64.5cm (16 1/2 x 25 3/8in).

£800 - 1,200

€940 - 1,400

US\$1,000 - 1,600

99

REUBEN CHAPPELL (BRITISH, 1870-1940)

The *Florence Vivian* of Truro
signed and inscribed 'R.Chappell/Goole'
(lower left) and further inscribed 'FLORENCE.
VIVIAN OF TRURO' (lower centre)
gouache
34 x 51.5cm (13 3/8 x 20 1/4in).

£800 - 1,200

€940 - 1,400

US\$1,000 - 1,600

100

DE SIMONE (ITALIAN, LATE 19TH/EARLY 20TH CENTURY)

R.Y.S. *Narcissus* in the Bay of Naples with
Vesuvius beyond
signed and dated 'De Simone/1908' (lower
right) and inscribed 'R.Y.S. NARCISSUS'
(lower left)
gouache
44 x 64cm (17 5/16 x 25 3/16in).

£600 - 800

€700 - 940

US\$780 - 1,000



98



99



100

101 ^{AR}

MONTAGUE DAWSON (BRITISH, 1890-1973)

Sprinkled Foam
signed 'MONTAGUE DAWSON'
oil on canvas
61 x 91.4cm (24 x 36in).

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 24,000

Provenance

With Frost & Reed, London, no. 16803 (acquired from the artist on 14 April 1954).

With Cooling Galleries, London (acquired from the above on 20 June 1954).

With MacConnal-Mason & Son, Ltd., London (partial label on reverse).

Anon. Sale, Christie's New York, 27th May 1993, lot 259.

Private collection, UK.





102

102 AR

MONTAGUE DAWSON (BRITISH, 1890-1973)

'Sunday Morning off Greenhithe'
signed 'MONTAGUE. DAWSON.' (lower left)
oil on canvasboard
26 x 35.5cm (10 1/4 x 14in).

£5,000 - 7,000

€5,900 - 8,200

US\$6,500 - 9,100

Provenance

With Frost & Reed, London, no. 39721 ('Sunday Morning off Greenhithe' was one of three oil sketches acquired from the artist on 29 June 1966).

Silvent (acquired from the above along with the two additional oil sketches for £1200).

With Alexander Gallery, Bristol, no. J2806.

Anon. sale, Sotheby's, London, 16 July 1993, lot 117.

Private collection, UK.



103



104

103 AR

JAMES BRERETON (BRITISH, BORN 1954)

'The Topsail Schooner *Oceanide*'
signed 'James Brereton' (lower right), also signed, inscribed and dated
'THE TOPSAIL SCHOONER 'OCEANIDE'/by/James Brereton 1984'
(on the reverse)
oil on board
63.5 x 76.9cm (25 x 30 1/4in).

£800 - 1,200
€940 - 1,400
US\$1,000 - 1,600

Provenance

With Stacy Marks Ltd, 13 November 1984, stock no. B.1529.

104 AR

AUGUSTUS WILLIAM ENNESS (BRITISH, 1876-1948)

Whitby
signed 'A. W. Ennes' (lower left)
oil on canvas
25.4 x 35.6cm (10 x 14in).

£500 - 700
€590 - 820
US\$650 - 920



105

105

ALICE MAUD FANNER (BRITISH, 1865-1930)

Rounding the mark
signed 'Alice Fanner' (lower left)
oil on canvas
71.1 x 92.1cm (28 x 36 1/4in).

£3,000 - 5,000
€3,500 - 5,900
US\$3,900 - 6,500

106 * AR

NORMAN WILKINSON (BRITISH, 1878-1971)

'Portland Harbor'
signed 'NORMAN WILKINSON' (lower left), and inscribed with artist's
name and title (on artist's label verso)
oil on canvas
61 x 81.3cm (24 x 32in).

£2,500 - 3,500
€2,900 - 4,100
US\$3,300 - 4,600



106

107 AR

FRANK HENRY MASON (BRITISH, 1875-1965)

'At the Helm'
signed with initials 'FHM' (lower left) and inscribed with title and artist's
name on label (verso)
watercolour and bodycolour with traces of pencil
26.5 x 18.5cm (10 7/16 x 7 5/16in).

£600 - 800

€700 - 940

US\$780 - 1,000



107



108



109



110

108

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

A moored barque
signed and dated 'H.S.TUKE.1909' (lower left)
watercolour
29.5 x 44.5cm (11 5/8 x 17 1/2in).

£2,000 - 3,000
€2,300 - 3,500
US\$2,600 - 3,900

109 AR

NORMAN WILKINSON (BRITISH, 1878-1971)

'The Pilot'
signed 'NORMAN WILKINSON' (lower right) and inscribed with
title, artist's name and address (on Royal Institute of Painters in
Watercolours label attached to backing board)
watercolour heightened with white
24.1 x 35.6cm (9 1/2 x 14in).

£500 - 700
€590 - 820
US\$650 - 920

110 AR

MONTAGUE DAWSON (BRITISH, 1890-1973)

"Billowing Waves": a gaff-rigged cutter revelling in the heavy swell
signed 'MONTAGUE DAWSON' (lower right)
watercolour and gouache
72.4 x 92.7cm (28 1/2 x 36 1/2in).

£7,000 - 10,000
€8,200 - 12,000
US\$9,100 - 13,000

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IMPORTANT MARITIME PAINTINGS AND DECORATIVE ARTS

January 2017
New York

MONTAGUE DAWSON (BRITISH, 1890-1973)

The Flying Clipper, *Sir Lancelot*
signed lower left "Montague Dawson"
oil on canvas
24 x 36 in. (60.9 x 91.4 cm.)
Sold for \$106,250.00

ENQUIRIES

Gregg K. Dietrich
+1 917 206 1695
maritime.us@bonhams.com

Deadline for consignments
Wednesday 2 November 2016



Bonhams

NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller’s responsibility to you

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

Bonhams’ responsibility to you

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

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone

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* on each lot purchased:

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*

The *Buyer's premium* is payable for the services to be provided by *Bonhams* in the *Buyer's Agreement* which is contained in the *Catalogue* for this *Sale* and for the opportunity to bid for the *Lot* at the *Sale*.

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. All *Lots* sold under Bond, and which the *Buyer* wishes to remain under Bond, will be invoiced without VAT or Duty on the *Hammer Price*. If the *Buyer* wishes to take the *Lot* as Duty paid, UK Excise Duty and VAT will be added to the *Hammer Price* on the invoice.

Buyers must notify *Bonhams* at the time of the *sale* whether they wish to take their wines under Bond or Duty paid. If a *Lot* is taken under Bond, the *Buyer* will be responsible for all VAT, Duty, clearance and other charges that may be payable thereon.

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.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- 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 seven days 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* on each lot, 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 *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

Bonhams Specialist Departments

19th Century Paintings

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

20th Century British Art

Matthew Bradbury
+44 20 7468 8295

Aboriginal Art

Francesca Cavazzini
+61 2 8412 2222

African, Oceanic & Pre-Columbian Art

U.S.A.
Fredric Backlar
+1 323 436 5416

American Paintings

Kayla Carlsen
+1 917 206 1699

Antiquities

Madeleine Perridge
+44 20 7468 8226

Antique Arms & Armour

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

Art Collections, Estates & Valuations

Harvey Cammell
+44 (0) 20 7468 8340

Art Nouveau & Decorative Art & Design

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

Australian Art

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

Australian Colonial Furniture and Australiana

+61 2 8412 2222

Books, Maps & Manuscripts

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

British & European Glass

UK
John Sandon
+44 20 7468 8244
U.S.A.
Suzy Pai
+1 415 503 3343

British Ceramics

UK
John Sandon
+44 20 7468 8244
U.S.A.

California & American Paintings

Scot Levitt
+1 323 436 5425

Carpets

UK
carpets@bonhams.com
U.S.A.
Hadji Rahimpour
+1 415 503 3392

Chinese & Asian Art

UK
Asaph Hyman
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U.S.A.
Dessa Goddard
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HONG KONG
+852 3607 0010
AUSTRALIA
Yvett Klein
+61 2 8412 2222

Clocks

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James Stratton
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U.S.A.
Jonathan Snellenburg
+1 212 461 6530

Coins & Medals

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

Contemporary Art

UK
Ralph Taylor
+44 20 7447 7403
U.S.A.
Jeremy Goldsmith
+1 917 206 1656

Entertainment Memorabilia

UK
Katherine Schofield
+44 20 7393 3871
U.S.A.
Catherine Williamson
+1 323 436 5442

European Ceramics

UK
Sebastian Kuhn
+44 20 7468 8384
U.S.A.
Peter Scott
+1 415 503 3326

Furniture & Works of Art

UK
Nicholas Faulkner
+44 20 8963 2845
U.S.A.
Andrew Jones
+1 415 503 3413

Greek Art

Olympia Pappa
+44 20 7468 8314

Golf Sporting Memorabilia

Kevin McGimpsey
+44 131 240 2296

Irish Art

Penny Day
+44 20 7468 8366

Impressionist & Modern Art

UK
India Phillips
+44 20 7468 8328
U.S.A.
William O'Reilly
+1 212 644 9135

Indian, Himalayan & Southeast Asian Art

H.K.
Edward Wilkinson
+85 22 918 4321
U.S.A.
Mark Rasmussen
+1 917 206 1688

Islamic & Indian Art

Oliver White
+44 20 7468 8303

Japanese Art

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

Jewellery

UK
Jean Ghika
+44 20 7468 8282
U.S.A.
Susan Abeles
+1 212 461 6525
HONG KONG
Graeme Thompson
+852 3607 0006

Marine Art

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

Mechanical Music

Jon Baddeley
+44 20 7393 3872

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

Modern, Contemporary & Latin American Art

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

Modern Design

Gareth Williams
+44 20 7468 5879

Motor Cars

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

Automobilia

UK
Toby Wilson
+44 8700 273 619
Adrian Pipiros
+44 8700 273621

Motorcycles

Ben Walker
+44 8700 273616

Native American Art

Ingmars Lindbergs
+1 415 503 3393

Natural History

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

Old Master Pictures

UK
Andrew McKenzie
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U.S.A.
Mark Fisher
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Orientalist Art

Charles O'Brien
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Photography

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Judith Eurich
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Prints and Multiples

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Russian Art

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U.S.A.
Yelena Harbick
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Scientific Instruments

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U.S.A.
Jonathan Snellenburg
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Scottish Pictures

Chris Brickley
+44 131 240 2297

Silver & Gold Boxes

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Ellis Finch
+44 20 7393 3973
U.S.A.
Aileen Ward
+1 323 436 5463

South African Art

Giles Peppiatt
+44 20 7468 8355

Sporting Guns

Patrick Hawes
+44 20 7393 3815

Travel Pictures

Veronique Scorer
+44 20 7393 3962

Urban Art

Gareth Williams
+44 20 7468 5879

Watches & Wristwatches

UK
Jonathan Darracott
+44 20 7447 7412
U.S.A.
Jonathan Snellenburg
+1 212 461 6530

Whisky

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Martin Green
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U.S.A.
+1 415 503 3363
HONG KONG
Daniel Lam
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Wine

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HONG KONG
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