

TRAVEL AND EXPLORATION

Wednesday 7 February 2018

Knightsbridge, London



Bonhams

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TRAVEL & EXPLORATION

Wednesday 7 February 2018, 1pm
Knightsbridge, London

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ILLUSTRATIONS

Front cover: Lot 122
Back cover: Lot 4
Inside front cover: Lot 144
Inside back cover: Lot 43
Contents: Lot 58
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1



2

GENERAL TRAVEL AND PACIFIC

1 *

HAWAII

Album containing 47 photographs of Hawaiian royalty and scenes, 5 of which SIGNED BY HAWAIIAN ROYALTY, *albumen prints (165 x 240mm.)*, mounted, letterpress captions pasted below, the first 10 leaves waterstained at margin and several cracked or with losses at edges, none affecting image, the leaves remounted in modern quarter morocco, oblong folio, [1874-1877]

£8,000 - 12,000

€9,100 - 14,000

AN EARLY ALBUM OF HAWAII, SIGNED BY SEVERAL ROYALS. The photographs were assembled between 1874 and 1877, the terminus dates being provided by an image of Lunalilo's mausoleum and Leleiohoku's signature. The album may have been presented by the Hawaiian authorities to US Treasury Secretary John Sherman, in the hope of gaining his support for the 1875 Reciprocity Treaty which allowed tariff-free imports of Hawaiian sugar into the USA.

Images include: portraits of King Kalakaua, Queen Kapiolani, Prince Leleiohoku II, and sisters to the king Liliuokalani and Likelike, all signed below by the sitters; 3 further royals, not signed; municipal buildings (4); Hawaiian Hotel; Residence of Mr Afong, Chinese Merchant; grass house; views of Nuuanu Avenue (4), one with signboard of the photographer H.L. Chase; views in central Honolulu (2), one of Fort Street showing Chase's studio; canoes (2); views around Nuuanu Pali, Ko'olau mountain (3); studio portraits of Hawaiians (7); school and mission buildings; coastal views at Hilo (2), one with US flag flying. Three of the royal portraits are by Menzies Dickson, who opened a studio in Hawaii in around 1870 and sold it in 1882; another portrait is by Chase. Chase's studio, with all his negatives, went up in flames on 18 March 1877 (Abramson, *Photographers of Old Hawaii*, 1981).

Provenance

John Sherman (1823-1900) of Mansfield, Ohio, politician, and the brother of General William Tecumseh Sherman. In addition to his involvement in the Reciprocity Treaty negotiations, he was Secretary of State when Hawaii was annexed in 1898. Sold in Mansfield, Ohio, by S.G. Roush, auctioneer, 1 June 1963, where ownership was attributed to Sherman.

2

JOHN CLEVELLEY THE YOUNGER (BRITISH, 1747-1786)

HMS Resolution and Discovery at Morea; The Resolution and Discovery off Huaheine

a set of two aquatints with extensive hand-colouring each 43.8 x 60.3cm (17 1/4 x 23 3/4in)(image). (2) both unframed

£800 - 1,200

€910 - 1,400

John Cleveley the Younger was employed to produce engravings from drawings made on Captain Cook's second voyage to the South Seas (1772-75). Later, John was able to gain access to drawings made from Cook's third voyage (1776-80) via his brother James who worked as a carpenter on board the *Resolution*. Although John had not travelled on either expedition himself, he quickly attempted to capitalize on the artistic opportunities presented by a ready market for South Seas images.

3 •

EMBOSSSED WORLD ATLAS

RAVENSTEIN (AUGUST) Embossed Atlas for Elementary Instruction in Physical Geography, *set of 7 embossed maps with raised profiles, each mounted with protective frame (and picture hook), with 6 (of 7) lithographed maps printed in colours and hand-finished, these loose as issued in plain pink wrappers, retained in the publisher's cloth drop-back box, the interior of the lid with printed title and hand-coloured key, the outer lid with colour-printed allegorical pictorial title, one joint slightly weakened but otherwise firm, the maps approximately 230 x 280mm.*, A.N. Myers & Co., [c.1880]

£800 - 1,200

€910 - 1,400

An unusual three-dimensional world atlas for the use as an educational tool, comprising maps printed in relief of North America, South America, Australasia, Europe, Asia, Africa, and a twin-spherical map "illustrating the chief divisions of land and water in both hemispheres and the peculiarities of their physical geography".



4

4

[POPE (ARTHUR FREDERICK)]

Album containing 108 photographs of California, Singapore, Istanbul, Sri Lanka, China, India, and elsewhere, *albumen prints mounted recto and verso, including 3 panoramas laid on linen and folded, captioned below in ink, some signed or numbered in the negative, 12 Indian School gouaches of inlaid marbles at the Taj Mahal pasted in, contemporary diced calf, upper cover gilt lettered "A.F.P. 1867-8-9-70", rebaked and recorned, large folio (550 x 430mm.)*, 1867-1870

£20,000 - 30,000

€23,000 - 34,000

DIVERSE AND STRIKING PHOTOGRAPH ALBUM, featuring mammoth prints of Yosemite by Carleton Watkins, panoramas of Constantinople, Singapore and Foochow, and a series of fine studies in Kashmir and the wider region by a talented but as-yet unidentified photographer.

A young clergyman educated at Westminster and Oxford, Arthur Frederick Pope set off in 1866 on a world tour, collecting photographs along the way. In 1911 he wrote a memoir, in which he mentions accompanying Eadweard Muybridge on a photographic excursion in Yosemite ("He insisted on sleeping in the cave behind Yosemite Falls, that we might get to the top in the early morning"), and visiting Bourne & Shepherd's studio in Calcutta ("I had looked through all the photographs of Kashmir... & had not been in the least struck by anything I saw"). For the present album, Pope has selected images with an eye to technical quality and artistic merit, and not just as a mere visual record.

Contents include (*approximately 220 x 280mm. unless otherwise noted*):

WATKINS (CARLETON) 9 mammoth prints (395 x 500mm.) of Yosemite, comprising Cathedral Rocks, Bridal Veil Fall, Yosemite Fall (2), Yosemite Valley (2), "butt end of a big tree", Mirror Lake, El Capitan.

FRITH (FRANCIS) 2 mammoth prints (370 x 480mm.) of Mount Serbal and Mount Horeb, and a smaller print possibly by Frith.

SINGAPORE. 5-part panorama (195 x 1080mm.) from Fort Canning.

ROBERTSON (JAMES) and FELICE BEATO. 5-part panorama of Constantinople (245 x 1500mm.) from the top of the Beyazit tower, 1857.

AUSTRALIA. Melbourne Club, 2 views of gum trees in New South Wales.

SRI LANKA. 18, some unusually large, including Sensation Rock (330 x 330mm.), Pettah native town, Vicarton Rock and Gorge, Fort Columbo, etc.

LAI FONG, attributed to. 5 views around Foochow including one 3-part panorama (230 x 810mm.), the views very similar to fig. 9.15 and 9.54 in Bennett, *History of Photography in China: Chinese Photographers 1844-1879* (2013).

SACHÉ (JOHN) 8 views around Agra and Delhi.

BAKER (WILLIAM) 16 views around India, especially Kashmir.

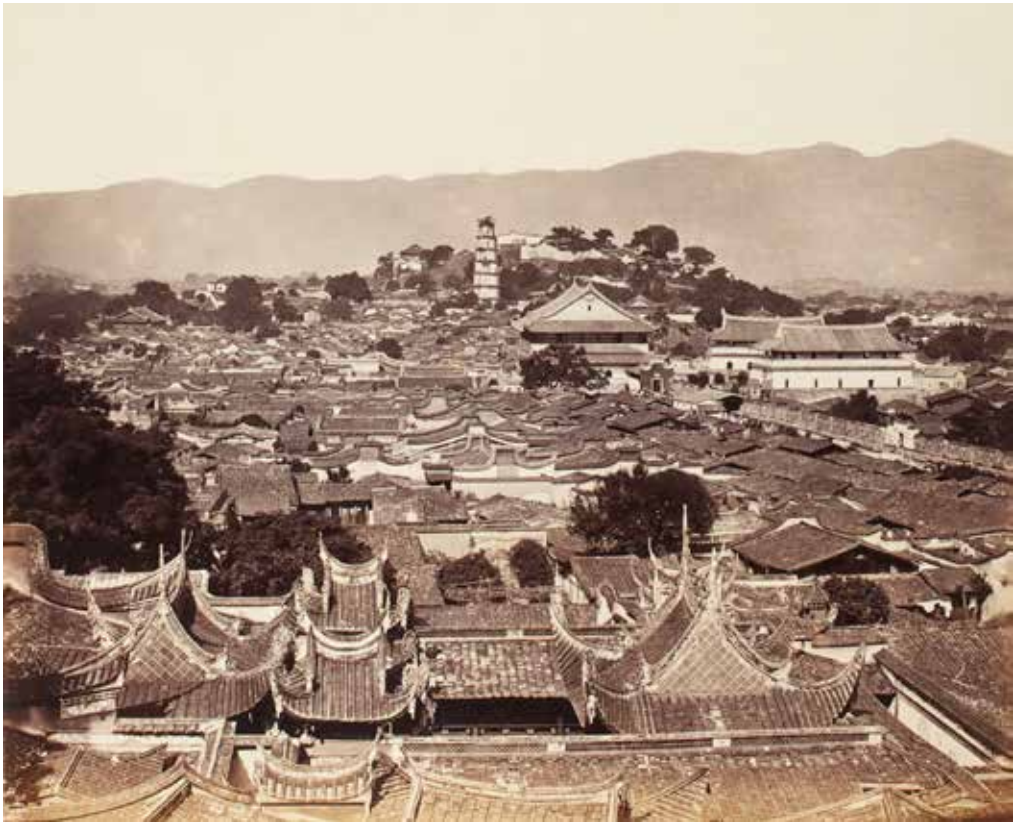
BAKER & BURKE, attributed to. 2 images of Amir Sher Ali Khan meeting Colonels Pollock and Chamberlain and departing for the Khyber Pass in March or April 1869. Also present was Dr H.W. Bellew, an army officer, linguist and interpreter who had accompanied Pope on his journey from Abbotabad to Kashmir, according to Pope's memoir.

BOURNE (SAMUEL) Umballa Church; the high Ganges.

UNIDENTIFIED, monogrammed in negative "SH", "HS", or possibly "CS" or "SC", and numbered. 36 views in India, mostly Kashmir (*many approximately 240 x 285mm., some being arch-topped, and 18 smaller 105 x 170mm.*).

Provenance

Arthur Frederick Pope (1840-1921), gilt lettered initials on cover and ownership inscription ("New University Club, St. James' Place, London") on verso of front free endpaper; thence by descent to the present owner. For images of every photograph in this album, visit www.bonhams.com/24423.



4



4



5

AUSTRALIA AND NEW ZEALAND

5

MAORI ART

Collection of drawings, and illustrated letters from Major General Horatio Gordon Robley to book collector George Calvert, including seven illustrations by Robley on postcards, comprising; an ink and watercolour drawing of a greenstone hei-tiki with red eyes; three pen and watercolour grisaille drawings of hei-tikis; watercolour of a carved Maori ancestral figure with the inscription 'E Tupuna/my ancestor' and on the reverse 'an artist said there was a likeness but it was "Amidships"'; pen drawing of a tattooed Maori warrior's head; another of a warrior entitled 'Tutu Ngarahu. Maori War Dance', many signed by the artist, 140 x 90mm. and smaller; with seven autograph letters from Robley to Calvert ("Dear Calvert"), some illustrated with hei-tiki, enclosing drawings and asking whether any philatelist friends might be interested in buying the 'original picture for the Maori 1 ½ stamps, ie for that head only', 14 pages, 8vo, [no place or date but possibly c.1919-1920]

£2,000 - 4,000

€2,300 - 4,500

"THE ORNAMENT WAS PARAMOUNT AMONGST THE MAORIES": ILLUSTRATIONS OF TIKI AND MAORI WARRIORS BY THE SOLDIER, ARTIST AND COLLECTOR, HORATIO GORDON ROBLEY, several of which are pasted into George Calvert's own annotated copy of his *Catalogue of 1017 Books, Maps, Pamphlets, &c. relating to Australia, New Zealand and the South Seas...collected by Mr George Calvert*, London, 1920. Calvert notes that they were 'Drawn especially for me by General Robley'.

Whilst stationed in New Zealand with the 68th Regiment in 1864, Robley became fascinated by Maori culture, in particular the intricate tattoo designs he saw on wounded and dead Maori warriors. His accurate sketches of the designs were later reproduced in the *Illustrated London News* and in his retirement he wrote two definitive works, *Moko or Maori Tattooing* published in 1896 and, in 1915, the book referred to in these letters *Pounamu: Notes on New Zealand Greenstone*. Robley's collection of Mokomakai, or dried tattooed heads, was purchased by the American Museum of Natural History, New York, whilst much of the rest of his collection was later acquired by the ethnographic collector William Ockleford Oldham. This collection was purchased by the New Zealand Government in 1948, and is now distributed among the regional museums of New Zealand.

This correspondence is not dated but it is likely to have taken place around 1919-1920. Robley makes mention in two of the letters of the drawing for the 1 ½ d brown Victory stamp, issued in 1920 to honour the volunteer Maori Battalion that fought alongside New Zealand troops in the Great War, and which features a tattooed Maori warrior. Robley incorporates a sketch of the head in his letter and remarks of the design '...it was copied from my drawing of a famously decorated face...'

George Calvert's extensive collection was inherited from his Australian uncle, John Calvert. He continued adding to the collection to create "probably... the most complete library of Australasian books ever offered for sale" which was auctioned at Hodgson's rooms in London in May 1924. The present group of drawings and correspondence comes by direct descent from the family of George Calvert.



6

6 •

HUNTER (JOHN)

An Historical Journal of the Transactions at Port Jackson and Norfolk Island, with the Discoveries which have been made in New South Wales and in the Southern Ocean, since the Publication of Phillip's Voyage, *engraved portrait frontispiece, engraved title with vignette after the author, 15 engraved plates and maps (2 folding, some spotting and off-setting), list of subscribers, title shaved at lower margin just touching imprint, modern half calf* [Ferguson 152; Hill 857; Wantrup 13], 4to (293 x 225mm.), John Stockdale, 1793

£600 - 800

€680 - 910

First edition of "a very valuable work on the early history of the English settlements in Australia", written by John Hunter (1737-1821) who succeeded Arthur Phillip as governor of New South Wales.



7

7

BURTON BROTHERS

Album of 52 views of New Zealand by the photographic studio of Burton Brothers, including native portraits/groups (4), Dunedin (6), Wakatipu (6), Milford Sound (10), Lake Manapouri (2), Lake Wanaka (2), Wanganuri River, Otira gorge, Queenstown, Rere Lake, White Terrace (3), and 4 locals with a canoe at Pink Terrace, *albumen prints captioned and signed in the image (approximately 147 x 206mm.), mounted one per page (mostly recto only) on stiff card, 6 albumen prints (mostly of harvesting at Southland, N.Z.) by Morris loosely inserted, contemporary morocco-backed wooden boards (with elaborate design using 16 New Zealand woods, noted on label inside lower cover), gilt lettered "New Zealand scenery" on spine, g.e., 4to, [Dunedin, 1880s]; Album of views of Australia (18), New Zealand (15, including 2 by Hart, Campbell & Co.), United States (15) and Italy (43, mostly Frith Series), albumen views, mostly mounted one per page, neatly captioned in ink beneath the image, morocco gilt, g.e., oblong folio, [1880s] (2)*

£600 - 800

€680 - 910

Provenance

First item, Mr & Mrs George Gibson Jnr., presentation label dated 1888 pasted inside upper cover.



8

8

EARLY 19TH CENTURY

Portrait James Laidley, Deputy Commissary General and also head of the Commissariat Department in New South Wales
pastel, framed as oval

47 x 40cm (18 1/2 x 15 3/4in).

Together with a framed obituary of the sitter. (2)

£1,500 - 2,000

€1,700 - 2,300

Born in Perthshire, Scotland, James Laidley (1786-1835) is noted for the range of positions he held in British colonial governments around the world. He was appointed a deputy Assistant Commissary General in 1810 and served in the Peninsular War before being promoted in 1814 and moving to the West Indies. Following this, he worked briefly in Canada before taking up the position of Deputy Commissary General and Head of the Commissariat Department in Mauritius in 1825. In 1827, with the same title he would move to New South Wales where he held this position for the eight years up to his death. The obituary which accompanies this work makes clear the high esteem with which Laidley was held.

9

NEVILLE HENRY PENISTON CAYLEY (AUSTRALIAN, 1853-1903)

Kookaburra

signed and dated 'N. Cayley./1890' (lower right)

watercolour with traces of pencil

25.4 x 20.3cm (10 x 8in).

£500 - 700

€570 - 790



9



10

10

PETER MCINTYRE (NEW ZEALAND, 1910-1995)

A London street view with the National Gallery and St Martin-in-the-Fields

signed 'PETER MCINTYRE' (lower right)

oil on canvas

50.8 x 61cm (20 x 24in).

£2,000 - 3,000

€2,300 - 3,400



11

11 AR

KITTY WILMER O'BRIEN (IRISH, 1910-1982)

'Scottsdale - Tasmania'

signed 'K.O'BRIEN' (lower right) and inscribed with title, artist's name and address (on label attached to backing board)

gouache

24.7 x 62.2cm (9 3/4 x 24 1/2in).

£800 - 1,200

€910 - 1,400



12

12

SIR JOHN WILLIAM ASHTON (AUSTRALIAN, 1881-1963)

Sydney Harbour
signed 'WIL ASHTON' (lower right)
oil on canvas laid to panel
43.2 x 59cm (17 x 23 1/4in).

£1,000 - 1,500
€1,100 - 1,700

13

SIR JOHN WILLIAM ASHTON (AUSTRALIAN, 1881-1963)

Sydney Harbour
signed 'WILL.ASHTON' (lower left)
oil on canvas laid to panel
27.3 x 37.5cm (10 3/4 x 14 3/4in).

£800 - 1,200
€910 - 1,400

14

SIR JOHN WILLIAM ASHTON (AUSTRALIAN, 1881-1963)

Sunset; Across the bay, a pair
both signed 'WILL.ASHTON.' (lower right)
oil on canvas laid to panel
each 26 x 36.2cm (10 1/4 x 14 1/4in). (2)

£800 - 1,200
€910 - 1,400

15

SIR HANS HEYSEN (AUSTRALIAN/GERMAN, 1877-1968)

'A Summer Afternoon'
signed and dated 'HANS HEYSEN. 1944' (lower right) and inscribed
"A Summer Afternoon"/Old Roadside Gum with Mount Barker in
distance/Hans Heyesen/Hahndorf 1944' (on backing board verso)
watercolour with traces of pencil
35.5 x 45.7cm (14 x 18in).

£3,000 - 5,000
€3,400 - 5,700

Provenance

Acquired from the artist by the current owner's father in Australia.
Private collection, UK.

16

DONALD FRIEND (AUSTRALIAN, 1915-1989)

Jungle Tide, Ceylon
signed and inscribed 'Jungle Tide/Donald Friend/Ceylon' (upper right)
watercolour and black ink heightened with white
34.3 x 50.8cm (13 1/2 x 20in).

£1,500 - 2,000
€1,700 - 2,300

Provenance

Anon. sale, Christie's, South Kensington, 8 July 2009, lot 109.
Anon. sale, Bonhams, London, 12 December 2007, lot 16.



13



14



15



16



17

17

NORMAN ALFRED WILLIAM LINDSAY (AUSTRALIAN, 1879-1969)

'Blue Curtain'

signed and dated 'NORMAN LINDSAY 1949' (lower left), bears inscription 'Norman Lindsay/"Blue Curtain"/CECILY/oil' (on stretcher verso)

oil on canvas

35.5 x 40.6cm (14 x 16in).

£3,000 - 5,000

€3,400 - 5,700

Provenance

With Boronia Art Gallery, Mosman, N.S.W.



18

18

NORMAN ALFRED WILLIAM LINDSAY (AUSTRALIAN, 1879-1969)

Serenity

oil on canvas

70.5 x 50.2cm (27 3/4 x 19 3/4in).

£6,000 - 8,000

€6,800 - 9,100

Provenance

With The Bloomfield Galleries, Crows Nest, N.S.W. ('Certificate of Authenticity' from the Bloomfield Galleries attached verso).



19

19

NORMAN ALFRED WILLIAM LINDSAY (AUSTRALIAN, 1879-1969)

The Purple Drape

signed with initials 'N.L.' (lower right)

oil on canvas laid to board

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

£8,000 - 10,000

€9,100 - 11,000

Provenance

With The Bloomfield Galleries, Crows Nest, N.S.W., registered number 504 ('Certificate of Authenticity' from the Bloomfield Galleries attached verso).



20



21



22

20

KEVIN CHARLES (PRO) HART (AUSTRALIAN, 1928-2006)

'Man and Sheep'
signed 'PRO/HART' (lower right) and inscribed 'man and sheep'
(verso)
oil on canvas
45.7 x 50.8cm (18 x 20in).

£800 - 1,200
€910 - 1,400

21

KEVIN CHARLES (PRO) HART (AUSTRALIAN, 1928-2006)

'Manly'
signed, titled and dated 'MANLY/PRO HART 88' (lower right)
oil on canvas
39.4 x 49.5cm (15 1/2 x 19 1/2in).

£700 - 900
€790 - 1,000

Provenance

With The Wagner Art Gallery, Paddington, N.S.W.

22

ARTHUR MERRIC BOYD (AUSTRALIAN, 1862-1940)

Untitled
two panels signed 'Arthur Boyd' (lower right)
eight oil on copper panels framed as one
49.5 x 76.2cm (19 1/2 x 30in)(overall size).

£4,000 - 6,000
€4,500 - 6,800

Provenance

Tom Rosenthal (owner of Andre Deutsch Limited)
Gifted from the above to the current owner's mother (a children's list
editor) between the late 1980s and the late 1990s, and thence by
descent.

The present lot was produced for the covers and inside cover boards
of a book entitled *Mars* by the Australian poet Peter Porter, a friend of
Arthur Boyd. *Mars* was published in 1988 by Andre Deutsch Limited.



23

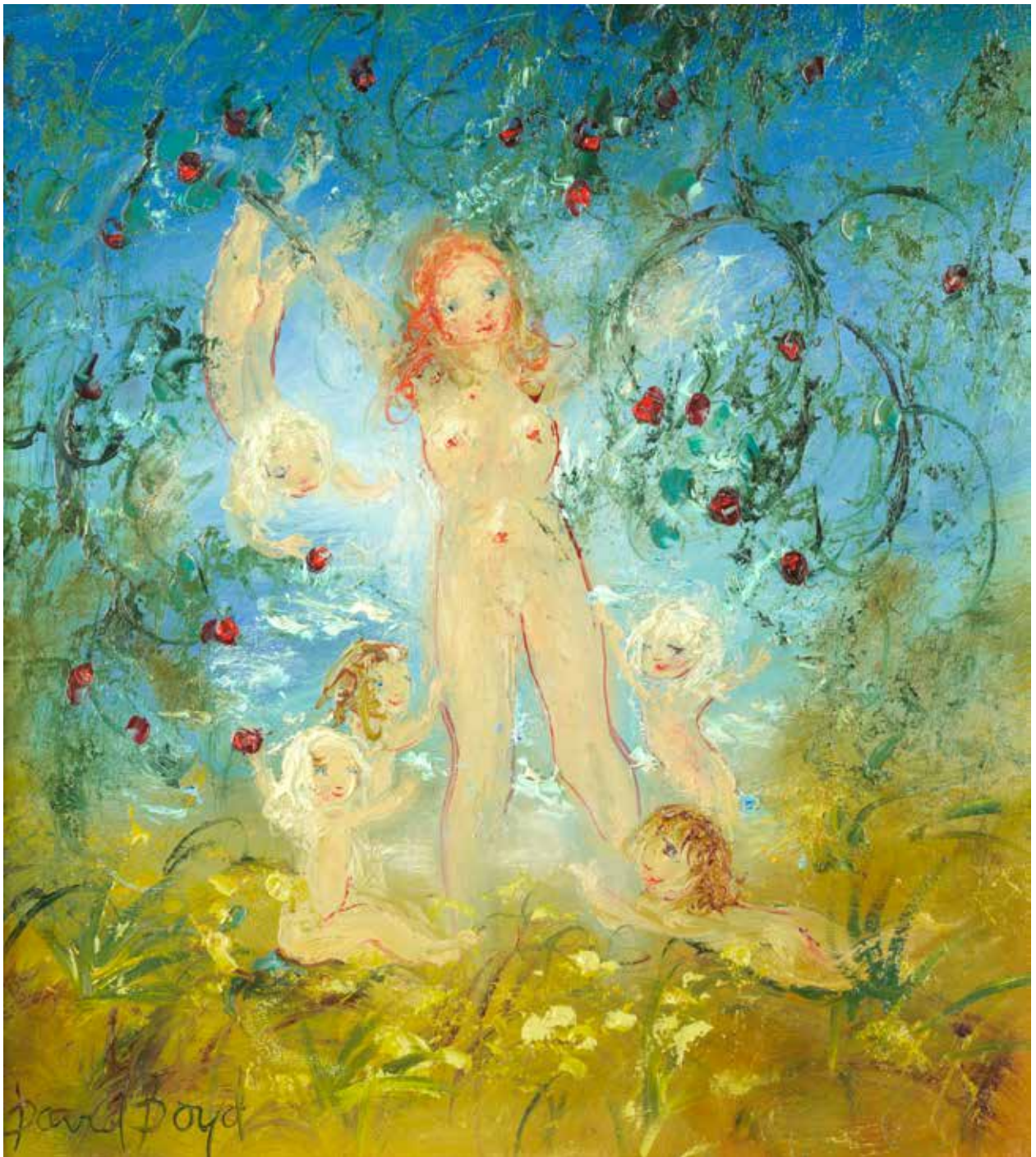


24

- | | |
|--|---|
| <p>23</p> <p>DAVID BOYD (AUSTRALIAN, 1924-2011)</p> <p>'Down by the Little Rapids'</p> <p>signed 'David Boyd' (lower left) and inscribed with title (verso)</p> <p>oil on board</p> <p>26.6 x 31.7cm (10 1/2 x 12 1/2in).</p> <p>£1,500 - 2,000</p> <p>€1,700 - 2,300</p> | <p>24</p> <p>DAVID BOYD (AUSTRALIAN, 1924-2011)</p> <p>'At the seaside'</p> <p>signed 'David Boyd' (lower left)</p> <p>oil on board</p> <p>29 x 34cm (11 7/16 x 13 3/8in).</p> <p>£1,500 - 2,000</p> <p>€1,700 - 2,300</p> |
|--|---|

Provenance

With Art Galleries Schubert, Main Beach, Queensland, Australia.



25

25

DAVID BOYD (AUSTRALIAN, 1924-2011)

'Spirit of the Orchard'

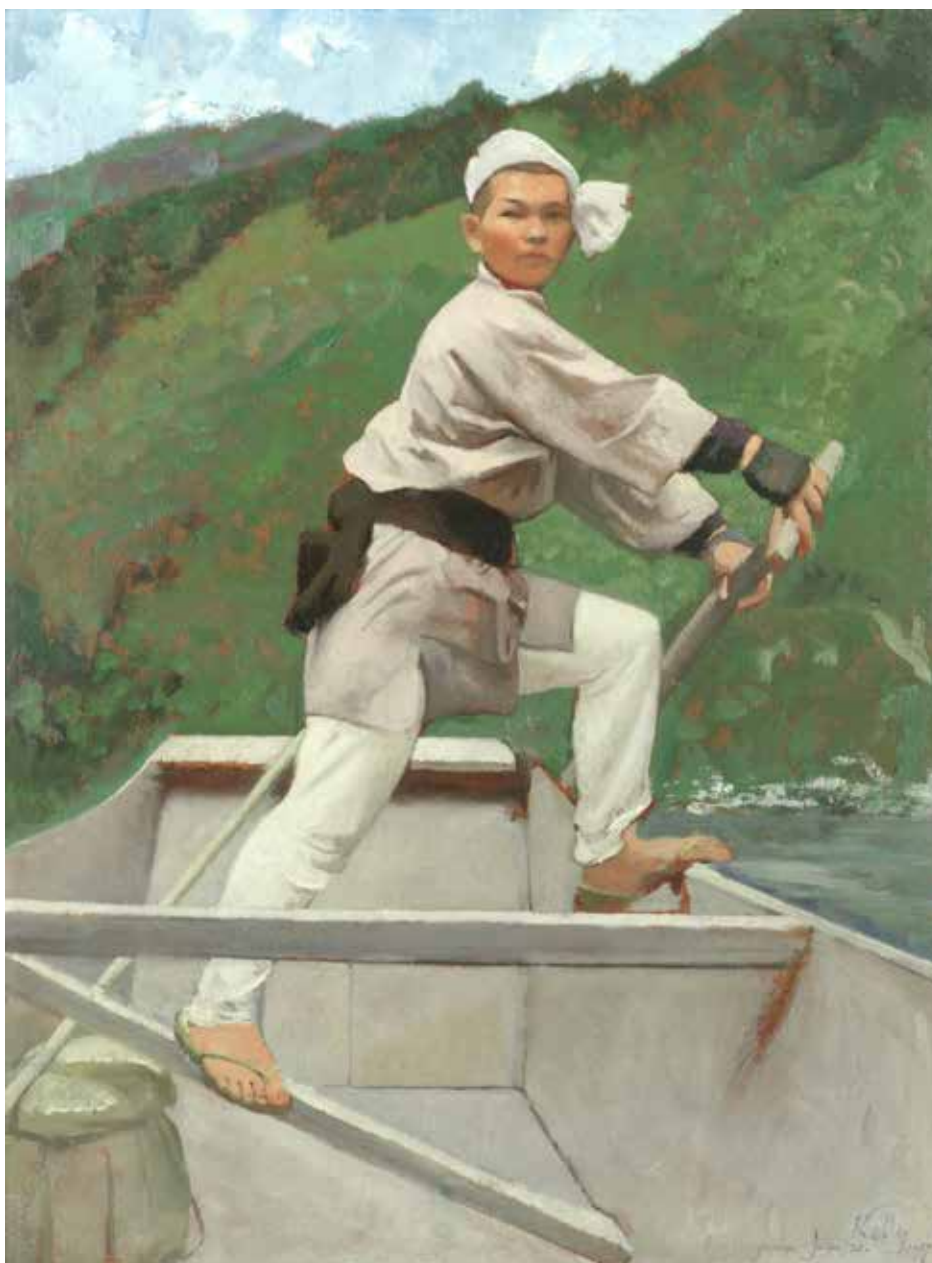
signed 'David Boyd' (lower left) and titled (on stretcher verso)

oil on canvas

38.1 x 35.5cm (15 x 14in).

£1,500 - 2,000

€1,700 - 2,300



26

JAPAN

26^{AR}

SIR GERALD FESTUS KELLY RA, KCVO, PRA (BRITISH, 1879-1972)

Steersman on the Hozu Rapids, Japan
signed, inscribed and dated 'Kelly/Arashiyama June 21. 1937' (lower right), bears various inscriptions (verso)
oil on board
43.2 x 33cm (17 x 13in).

£5,000 - 7,000

€5,700 - 7,900

Provenance

Anon. sale, Sotheby's, London, 4 October 1995, lot 122.



27

27

ROBERT WEIR ALLAN RSA RWS RSW (BRITISH, 1852-1942)

Hikone, Japan

signed and dated 'Robert W. Allan 1907' (lower right) and inscribed 'Hikone' (lower left)

watercolour with traces of pencil

36.9 x 52cm (14 1/2 x 20 1/2in).

£2,000 - 3,000

€2,300 - 3,400

28

CHARLES WIRGMAN SR. (BRITISH, 1832-1891)

A set of four figure studies depicting Japanese women

each signed in pencil 'CWirgman' (lower right) and three inscribed in

French (lower centre)

watercolour and pencil heightened with white

each 24.5 x 16.5cm (9 5/8 x 6 1/2in). (4)

unframed

£1,500 - 2,000

€1,700 - 2,300



28



29

29

SHIN-E-DO STUDIO

Album of views and street scenes of Japan, 45 colour-tinted albumen prints (205 x 265mm.), all with neat stamp "Photographers Shin-E-Do, Kobe, Japan" on verso, loose mounted one per page, contemporary half calf, defective, oblong folio (265 x 350mm.), [late nineteenth century]; and 30 smaller colour-tinted albumen prints (135 x 95mm., mounted 2 per page recto and verso on loose sheets), of which 12 of female figures, others groups (umbrella maker, photographer, shop keeper, scroll painter, theatrical warriors, acrobats) and views, sold as a collection (quantity)

£700 - 900

£790 - 1,000

Album of fairly unusual views (including scenes of Tokyo, Mount Fuji, Kyoto, Kobe, Nara, Otani, Kamakura, and elsewhere), evidently compiled by the Shin-E-Do photography studio at Kobe. Includes images by T. Enami (c.11, including; 14. Yumoto; 78. Hakone from Tokaido" (also nos. 71 and 80, Hakone views); 59. Hokiri, Tokyo; 86. Tea House Nogeyama at Yokohama; 366. Kasuga Nara; 380 Kinkakuji; 307. Fuji from Otomege; 311. Fuji from Tagonoura; 326. Fukikawa), Kimbei Kusakabe (2, comprising: 1015. Caves in Enoshima; 1054. Monkey Bridge at Koshu; 562. Sengeniyama tea-house, Yokohama); Terry Bennet's "Letters' Group" (c.20, including; A86, A87, A106, A230, A240, D20, D79, H46 (Country Peasant), H104, H191, H192, L42, M18, M23, M14, M42, A295, approximately half of which not listed by Bennett), Matsuaburo Yokoyama (22. Gate of the Honguani (Kyoto); 151, Gate, Kasuga Nara; 104. Simogamo; bridge at Otani). Others include 35. Ganman, Nikko; 903. Shiraito Waterfall, Fujiyama; 60. Waterfall, Yumoto".



30

30

[KUSAKABE (KIMBEI, PHOTOGRAPHER)]

Album of group studies (19), and views of Japan (31), 50 large colour tinted albumen prints (c.205 x 265mm.), most captioned in English in the negative, mounted one per page recto and verso, tissue guards, original morocco-backed lacquer binding, gilt design of peacocks in a landscape setting on upper cover, a bird, flower and small table display on lower cover, g.e., some wear and abrasions, oblong folio (305 x 390mm.), [1890s]

£800 - 1,200

£910 - 1,400

Good album by images by Kimbei Kusakabe, "an exceptional artist and photographer" (Terry Bennett, *Photography in Japan 1853-1912*, 2006). Groups include Visiting ceremonies, Tea drinking, Dancing girls, Playing samisen, Flower seller, Girls playing at Hanone, Sewing and ironing clothes, Preparing dinner, Writing a letter, and Group of children, Girls showing obi. Views include Tokyo (6), Nikko (9), Kyoto (6), Yokohama (3), Hakone (2), Osaka, Nara, Kobe, Biwa Lake, Fukiyama, Ojigohu, and Kamakura.



31

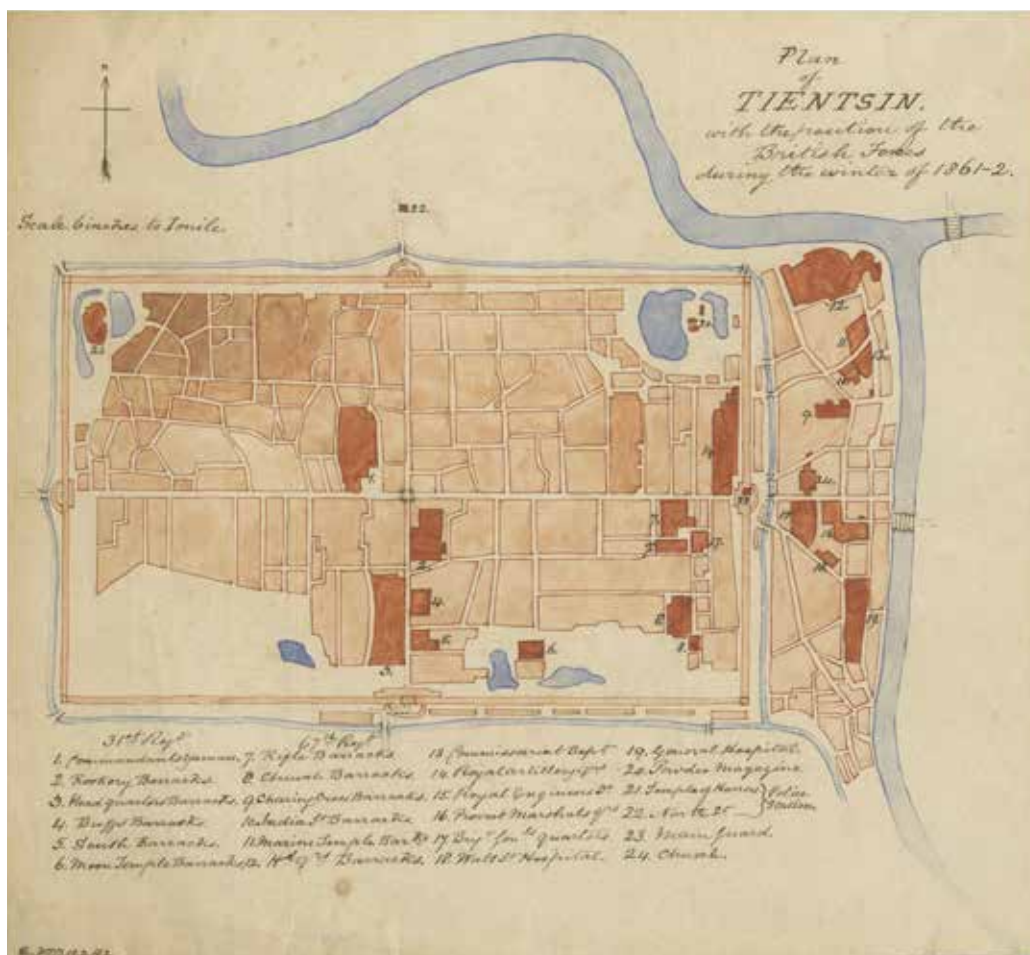
31 •

KAEMPFER (ENGELBERT)

The History of Japan: Giving an Account of the Antient and Present State of Government of that Empire... together with a Description of the Kingdom of Siam, 2 vol., first edition in English, second issue (with the "Second Appendix"), translated by J.G. Scheuchzer, titles printed in red and black, additional engraved titles and 45 mostly double-page or folding plates and maps, small loss (c.40 x 10mm.) to one plate, contemporary calf, neatly rebacked and recorned [Cordier Japonica 414-415], folio (350 x 215mm.), for the Publisher, and sold by T. Woodward and C. Davis, 1728

£1,500 - 2,000

£1,700 - 2,300



33

CHINA

32 •

MORRISON (ROBERT)

A View of China, for Philological Purposes; Containing a Sketch of Chinese Chronology, FIRST EDITION, untrimmed in contemporary boards, printed title label pasted to upper cover, spine ends slightly chipped [Lust 126; Löwendahl 793], 4to, Macao, printed at the Honorable the East India Company's Press, 1817

£600 - 800

€680 - 910

Provenance

Alex. Sutherland, early ownership inscription on front free endpaper.

33

TIEN-TSIN

Group of items relating to the Second Opium War and 31st (Huntingdonshire) Regiment in China, including manuscript plans of Tientsin, and Taku Fort, a drawing of the attack "with troop boats North China 1860", and 3 albumen print group portraits of the Regiment, laid on 4 old album sheets, various sizes (4)

£1,000 - 2,000

€1,100 - 2,300

A good group relating to the involvement of the 31st Regiment during the China Wars of 1860-1862. Comprises: "Plan of Tientsin with position of the British Forces during the Winter of 1861-2... Wm. B. 18.3/[18]62", ink and colour washes, with descriptive key, 212 x 230mm., [1862]; "Plan of Taku Forts and Tientsin", pen and coloured inks, with descriptive key, 247 x 380mm., [c.1862]; "Steaming in to the attacks of "Peltain" with troop boats North China 1860. Drawn by Captain Hamilton 31st Regt.", pencil drawing, 115 x 286mm., [c.1860]; Three albumen group portraits of the 31st Regiment, including "The officers 31st Regt. with adjutant's dog 'Judy' taken after the China War of 1860 at Tien Tsin", 132 x 184mm., "31st Regimental Lodge", 100 x 120mm., and "The 31st Regimental mess boat in a break during the Taeping Rebellion 1862", 58 x 85mm..



34

34 • TIENTSIN

Album of views sketched in Tientsin (Tianjin) by Ensign Frank Sadleir Brereton in 1861, the year following the conclusion of the Second Opium War, with additional views of Singapore and Java, drawn in pen-and-ink, some with wash, most captioned on the reverse and signed with monogram, comprising twenty-six drawings of Tientsin (one double-page) including views captioned: "Head Quarters Square" ("2/60th R Rifles"), "Mahomedan Temple", "Bell Temple", "Treaty Joss House", "Pallisir's Grave", "Old Castle near Tien Tsin", "South Forts" (double-sheet panorama), "Angles of Treaty Joss House", "Tien Tsin from West Gate", "West Gate from the Wall", "Tien Tsin from East Gate", "Tien Tsin from North Gate", "North Gate Tien Tsin from the street", "Tien Tsin from South Gate", "English burial ground & Treaty Joss House from South Gate", "Chinese Graves French Side Tien Tsin", "South Forts Tien Tsin", "South Taku Fort", "2nd Taku Fort", "Chinamans House French Side Tien Tsin", etc.; with two views of Singapore, showing junks (a seascape captioned "Singapore Nov 16, 1861") and a general view seen from the sea (double-sheet panorama drawn on the same day), Java (double-sheet panorama with shipping in the foreground); plus other views executed later in Ireland and elsewhere, *some 60 leaves in all (27 leaves with views of Tientsin and environs) plus blanks, one of two leaves later in the book excised, drawn in a sketch book bearing the stationer's ticket Henry Penny's Improved Metallic Books, contemporary morocco, with inside cover wallet, pencil-holder and brass clasp, minor scuffing, oblong 8vo (each leaf c.105 x 180mm.), Tientsin, 1861*

£4,000 - 6,000
€4,500 - 6,800

A FULL AND DETAILED PICTORIAL SURVEY OF TIENTSIN AND ITS OUTPOSTS IMMEDIATELY AFTER THE SECOND OPIUM WAR, executed by a young British officer who later became a professional architect. Included with the sketchbook is a typed note of provenance by Lt-Col F.S. Brereton, late RAMC (a prolific author of heroic empire tales for children) stating that "These sketches were made by my father Ensign Frank Sadleir Brereton, 2nd Bttn. 60th Rifles, when on service with his regiment in China. 1861. The first action in which he was engaged was, I believe, an attack on the Taku Forts, when he and a small command were ferried in open boats from the ship, then went over the side and waded ashore". Francis (Frank or Franc) Sadleir Brereton (1838-1911) received a commission as an ensign in the Royal North Gloucestershire Militia in November 1855, soon afterwards transferring to the regular army and joining the 2nd Battalion, 60th Rifles in December of the same year. In 1857 he sailed with his battalion to South Africa. Following service in India during the Indian Mutiny and in China during the Second Opium War, he resigned his commission in 1865. He afterwards practised as an architect with his brother-in-law, Frederick Beeston, and was elected to serve on the first London County Council in 1889.

35 •

SECOND OPIUM WAR

Atlas de l'expédition de Chine en 1860, rédigé au dépôt de la guerre d'après les documents officiels, 8 lithographed maps (3 of which double-page, one folding), most with touches of hand-colour for army positions, 10 MANUSCRIPT MAPS AND SKETCHES LOOSELY INSERTED, modern cloth-backed boards preserving most of original printed boards, folio (515 x 370mm.), Paris, Lemerrier, [1861-1862]

£1,000 - 2,000

€1,100 - 2,300

Very similar to the atlas that accompanies Pallu's official *Relation de l'Expédition de Chine en 1860*, where the maps are instead printed by A. Bry, the present volume is enhanced by ten manuscript plans and sketches executed on the spot by army surveyors.

The printed maps include: the coast of China, city of Canton, Tiensin, Cheefoo, the Hai River at Tianjin, the route from the mouth of the Hai River to Beijing. The manuscript items comprise: Sgt. BARISAIN MONROSE, 'Plan du fort du Peh-Tang-Ho', ink on tracing paper with watercolour, signed and dated indistinctly by a commander at Peh-Tang, 8 August 1860; WOLSELEY (GARNET) 'Rough sketch' of Peh-Tang, ink on blue paper, signed; 3 anonymous French sketches of moorings at Cheefoo and Yen-Tai, the soundings made by officers on board the *Forbin*, ink on paper; small version of the large printed route map, ink and watercolour; Capt. FOERSTER, plan of the approach to Beijing, black, red and blue ink on paper, dated 26 September 1860 and signed by the head of the Topographical Service; 'Plan du terrain sur lequel a eu lieu le Combat du 18.7.1860', similar; two anonymous French views of the village of Miatao, the first looking down at the bay, ink and blue wash on paper, the second from the sea, watercolour on paper.

Provenance

By repute descended through the family of General Charles Cousin-Montauban, leader of the French troops in the 1859-60 Anglo-French expedition; private collection.

36

LIU JINCHENG (CHINESE, BORN 1956)

'Yak Rope'

signed 'Liu Jincheng/1989' (lower right), inscribed 'No. 40. 92 x 73cm./Yak RoPe./LiuJincheng/1989' (verso), also signed in Chinese (lower right and verso)

oil on canvas

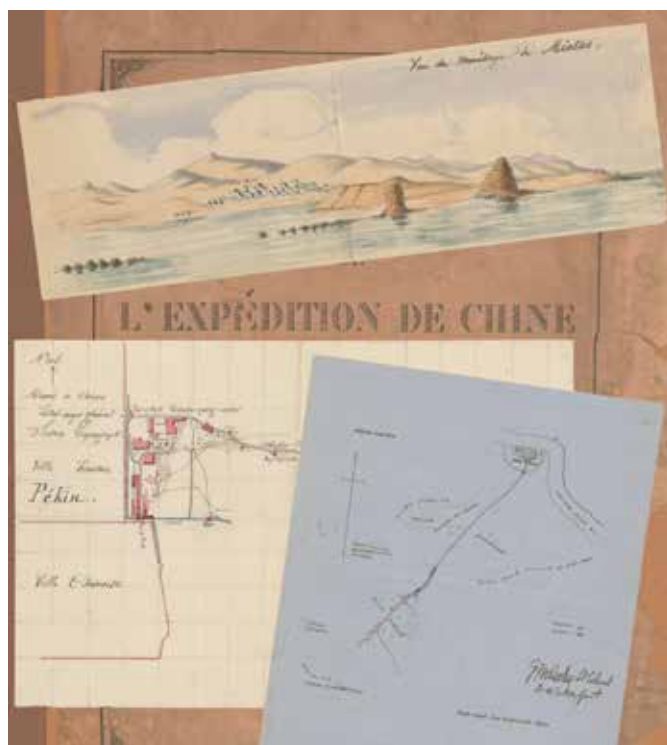
92 x 73cm (36 1/4 x 28 3/4in).

£3,000 - 5,000

€3,400 - 5,700

Provenance

Thought to be purchased from Bruton Street Gallery, London, in the early 1990s by the current owner's parents.



35



36



37



38

37

CHINESE SCHOOL, 19TH CENTURY

Figures in a Chinese garden

gouache

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

£1,000 - 1,500

€1,100 - 1,700

38

CHINESE SCHOOL, 19TH CENTURY

Chinese river scene

gouache

17.8 x 24.7cm (7 x 9 3/4in).

£1,000 - 1,500

€1,100 - 1,700



39

39

CHINESE SCHOOL, 19TH CENTURY

Domestic scene

oil on canvas

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

£2,000 - 3,000

€2,300 - 3,400

SOUTH EAST ASIA

40

A PRESENTATION GILT BRASS SPECTACLE CASE, DATED 1873

Engraved on the lid "PRESENTED BY His Majesty the King of Siam TO The Honble. Captain John Bush 25 MARCH 1873", the lid also engraved with a profile of an elephant, 5in (13cm) wide

£300 - 500

€340 - 570

Admiral Sir John Bush, KCWE, commonly known as Captain Bush and sometimes by his Thai title Phraya Wisuth Sakoradith (1819–1905), was an English sea captain who served under the Siamese government during the reigns of Kings Mongkut and Chulalongkorn. He served as Bangkok's Harbour Master, captained royal vessels and managed the Bangkok Dock Company.

Anna Leonowens, of *Anna and the King of Siam* fame, first met him when he sailed out to meet her incoming ship on the night of 15th March 1862. Anna, alone except for her six-year-old son, had been distraught to learn no one had arranged accommodation for her in Bangkok, but the kindly captain took her and the lad ashore and housed them in his riverside home. Anna, when writing the book that would immortalise her, described him as "a cheery Englishman, with a round, ruddy, rousing face," and added that he and his wife had shown her many kindnesses.



41



42

41 AR

TERENCE CUNEO (BRITISH, 1907-1996)

'The China Clay Barges, Bangkok'
signed 'Cuneo' (lower right) and signed and titled (on stretcher verso)
oil on canvas
50.8 x 61cm (20 x 24in).

£4,000 - 6,000

€4,500 - 6,800

42

JAMES RAEURN MIDDLETON (BRITISH, 1855-1910)

A Burmese woman holding a parasol
signed 'J. Raeburn Middleton' (lower left)
oil on canvas
61 x 50.8cm (24 x 20in).

£800 - 1,200

€910 - 1,400



43

43

FERNANDO CUETO AMORSOLO (FILIPINO, 1892-1972)

Rice harvesting
signed, inscribed and dated 'FCAmorsolo/MANILA-1935' (lower left),
bears inscriptions (verso)
oil on board
42 x 54cm (16 9/16 x 21 1/4in).

£25,000 - 35,000

€28,000 - 40,000

Provenance

Purchased in the Philippines in the late 1930s and thence by family
descent.
Private collection, UK.



44



45

44

DANIELL (WILLIAM)

'View from Strawberry Hill, Prince of Wales' Island', 522 x 760mm.; 'View of Mount Erkin and Pulo Ticoose Bay, Prince of Wales' Island', 520 x 760mm.; 'View of the Great Tree, Prince of Wales' Island', 520 x 380mm., large hand-coloured aquatint views of Penang by Daniell after Captain Robert Smith, wide margins, framed and glazed, W. Daniell, 1821 (3)

£1,500 - 2,000

€1,700 - 2,300

Three views of Penang, Malaysia from William Daniell's *Panoramic Sketch of Prince of Wales Island*, 1821.

45

DANIELL (WILLIAM)

'View of the Cascade'; 'View of the Great Tree', large hand-coloured aquatint views of Penang by Daniell after Captain Robert Smith, 457 x 355mm. (trimmed within platemark), W. Daniell, 1821 (2)

£600 - 800

€680 - 910

Two views of Penang, Malaysia from William Daniell's *Panoramic Sketch of Prince of Wales Island*, 1821.



46

46

PERCY CARPENTER (BRITISH, 1820-1895)

Portrait of a young lady with her horse, a colonnaded building beyond, Singapore

signed, inscribed and dated 'P. Carpenter./Singapore, August 1853' (lower left) and bears an inscription 'Elizabeth S. Stamford Raffles/Daughter of/Sir Thomas Stamford Raffles (Deceased)/and/Lady Sophia Stamford Raffles' (on the reverse)

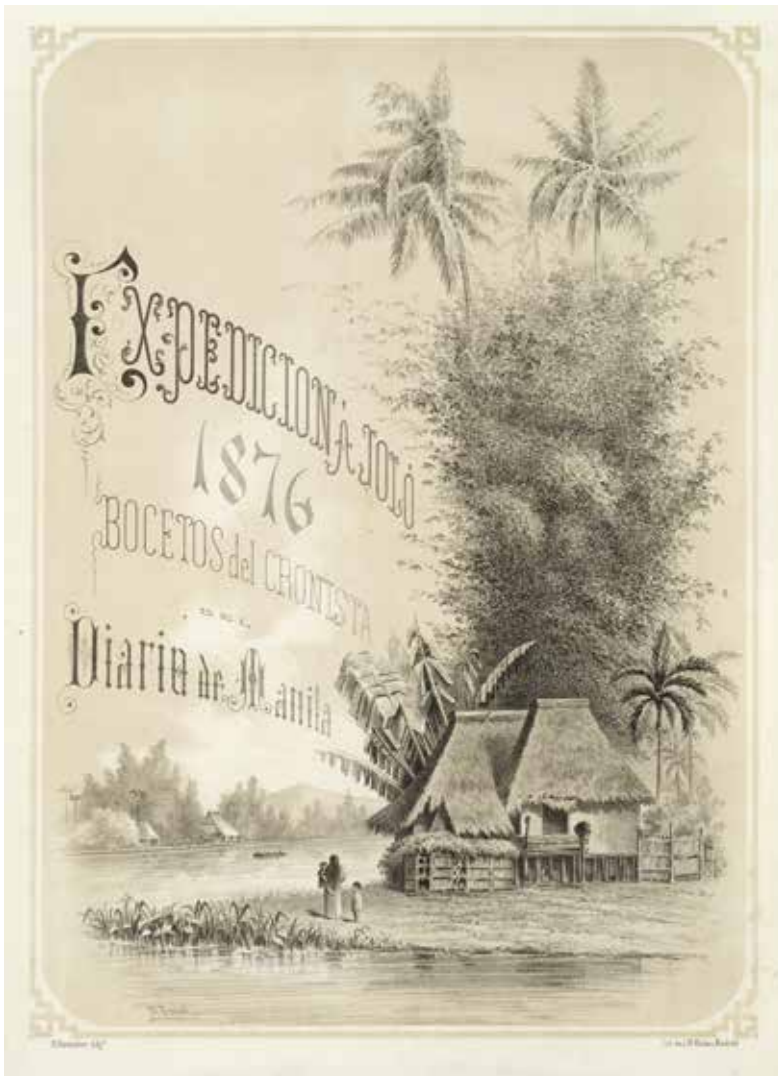
pencil and watercolour heightened with bodycolour
55.9 x 40.6cm (22 x 16in).

£5,000 - 7,000

€5,700 - 7,900

Provenance

Anon. sale, Christie's, South Kensington, 9 June 1988, lot 141.



47



48

47 •

PHILIPPINES

GIRAUDIER (BALTASAR) Expedición a Joló 1876: bocetos del cronista del Diario de Manila, pictorial tinted lithographed title-page and 38 tinted lithographed plates (including some joined to form 4 panoramas, the largest six sheets depicting the coast of Joló seen from the sea), one lithographed map, all lithographed by J.M. Mateu, final leaf of text with insect damage touching several letters but otherwise clean throughout, contemporary blue velvet over boards, chased metal decorative corner-pieces, lettered "Album de Joló" in gilt lettering on upper cover [Palau 102625], oblong folio (375 x 540mm.), [?Madrid, J.M. Mateu, 1877]

£2,000 - 3,000

€2,300 - 3,400

FINE ASSOCIATION COPY IN A LAVISH PRESENTATION BINDING, INSCRIBED BY THE GOVERNOR OF DAVAO TO HIS COMPANION ON THE MOUNT APO ASCENT. The work, "one of the finest books ever published about the Spanish military... a high point in nineteenth century Filipiniana book design and printing" (Ortigas Foundation Library website), is illustrated by Giraudier with fine panoramic views of the island, portraits of its inhabitants, and depictions of the Spanish fleet and garrison. It gives an account of the Spanish occupation of the island of Sula, an event which "decided the fate of this state and definitely fixed its relation to the Philippine Archipelago" (Lopez Museum and Library website).

Provenance

Dr. Joseph Montano, presentation inscription (dated 22 October 1880) from Joaquin Rajal, governor of Davao, on blank verso of title. Montano (1844-1914), was a French doctor and anthropologist who in early October 1880 accompanied governor Rajal and the Jesuit missionary Father Mateo Gisbert on the first successful ascent of Mount Apo, the highest peak in the Philippines. The inscription in this volume was written 10 days after the descent, and Montano published an account in his *Voyage aux Philippines et en Malaisie*, 1886; Jean-Paul Morin, bookplate.

48

ENGLISH SCHOOL, 19TH CENTURY

'Tanjong Tokong, Penang' signed with initials and dated 'NOVR 1890/JM' (lower left) and inscribed with title (lower right) watercolour heightened with white 19 x 25.4cm (7 1/2 x 10in).

£600 - 800

€680 - 910

INDIA, TIBET AND CEYLON

49

19TH CENTURY SCHOOL

View of the Himalayas
bears inscription 'MORNING ON NAGARCOL,
MADRAS K. HUSSAIN BUX' (on stretcher verso)
oil on canvas
69.8 x 92.1cm (27 1/2 x 36 1/4in).

£800 - 1,200

€910 - 1,400

50

EVEREST EXPEDITION 1953

Douglas bag used by Dr Griffith Pugh for the collection of expired air during the 1953 British Mount Everest Expedition, *rubberized canvas bag manufactured by Siebe Gorman of Chessington, Surrey, 3 metal D-rings attached to applied canvas patches, main wide-bore rubber tube at head with small-bore side tube, faint 'Tested' inkstamp, fragment of manufacturer's printed label (now detached), bag dimensions when inflated 600 x 620 x 460mm.*

£1,000 - 2,000

€1,100 - 2,300

Griffith Pugh (1909-1994) was a physiologist and mountaineer who studied medicine at Oxford. One of his professors there, Claude Gordon Douglas, invented a rubberized canvas bag for collecting exhaled breath that could then be analysed.

In 1952, thanks to his position on the High Altitude Committee of the Medical Research Council, Pugh joined the attempt on Cho Oyu (26,864 ft), and explored whether the performance advantage of climbing with oxygen offsets the additional weight of the apparatus involved. Douglas bags played a key part in these tests (Tuckey, *Everest... The Untold Story of Griffith Pugh*, 2013, p.72). Pugh struck on the perfect 'recipe' for oxygen delivery, an open-circuit system delivering 2-4 litres a minute of oxygen.

Pugh was appointed expedition physiologist on the successful 1953 British Everest expedition, and saw his oxygen recipe deliver Hillary and Tenzing to the summit of Mount Everest. In his report on the "technique employed for measuring respiratory exchanges on Mount Everest", Pugh lists amongst the apparatus "Douglas bags of 100, 200 and 300 l. capacity" (*Proceedings of the Physiological Society*, 18-19 December 1953, supplement to vol. 123 of the *Journal of Physiology*).

Provenance

Dr Griffith Pugh (1909-1994), field physiologist on Hillary's 1953 British Mount Everest expedition; gifted to his friend Emeritus Professor A.J. Sargeant in the early 1970s when they worked together at the Medical Research Council, London, provenance note signed by Sargeant; UK private collection.



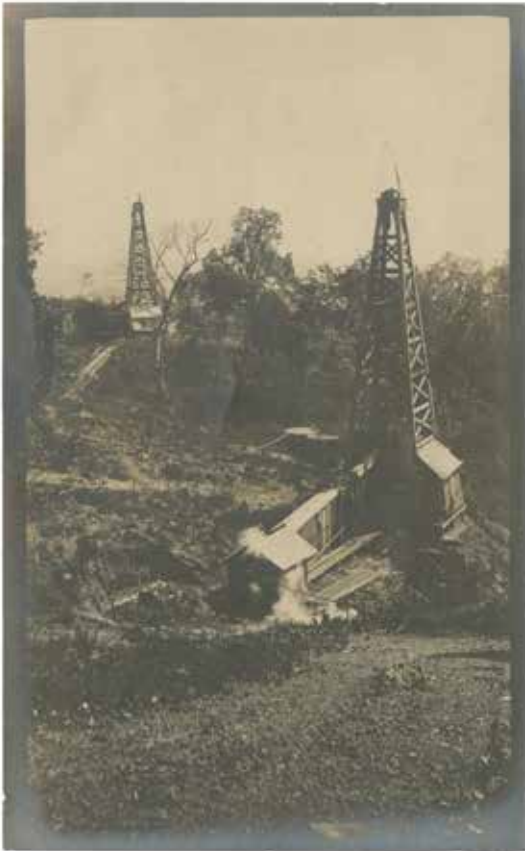
49



50



51



52

51 •

HAYES (JAMES WILLIAM)

The Maharajah's Tour: being a Narrative of the Royal Progress Made by His Highness Chamrajendra Wadeyar Bahadur, Maharajah of Mysore, through the Western Portion of his Dominions, from November 1885 to January 1886, FIRST EDITION, 26 albumen prints by the Maharajah himself (4), Orr & Barton (5), C.G. Brown (7), and F. Ahrlé (11), each mounted on blue sheets with captions in tissue guards, some spotting and blushing, publisher's blue morocco gilt (with Hayes' pink binding ticket), g.e., scuffed, repair to head of spine, 4to, Bangalore, Richmond F. Hayes, 1887; sold with a group of loose albumen prints, mostly relating to the celebrations laid on for the visit of Viceroy Lord Dufferin to Bangalore in 1886 (small quantity)

£800 - 1,200

€910 - 1,400

52

ASSAM - OIL FIELDS

Two albums of views of Assam and Burma (Myanmar), including Assam oil fields, 66 gelatin silver prints, loose mounted, some captioned on mount, images approximately 80 x 130mm., cloth, 4to, [early twentieth century]; and 3 other albums (2 of Egyptian interest; one with approximately 50 loose views of South Africa, Madeira and Burma) (5)

£600 - 800

€680 - 910

The Assam images include Assam Oil Fields (7), "Coolies making a water dam", "Native dwellings", "Annual bathing festivities. 50'000 coolies taking part" (4, large crowds on riverbank), tea plantations, "Coolies are busy making a Tennis club", a train station, and "Basha made of bamboo and grass".

The other album includes 5 portrait studies including "Han girl in full costume", "Han girl returning from the fields" (both dated June 1889), "Burmese Beauty" and "ex-Dacoits in Jail, Bharmo".

53

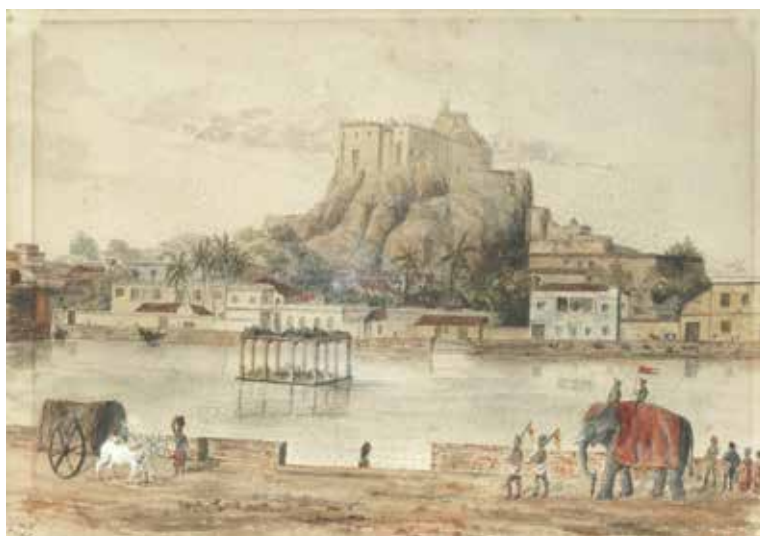
GENERAL GEORGE DE SAUSMAREZ (BRITISH, 1814-1890)

A set of three views in Bangalore, India each signed with initials and dated (lower left), one inscribed and dated 'Palmetto Grove near Warechary Bangalor/en route to Seven Pagodas-/9.1.53. (verso) watercolour with traces of pencil and heightened with white each 24.8 x 35cm (9 3/4 x 13 3/4in). (3)

£800 - 1,200

€910 - 1,400

There is an album of 45 watercolours by George de Sausmarez depicting views of Egypt and Nubia from 1855 in the collection of the Victoria & Albert Museum.



53



53



53



54

54

HOLGER HVITFELDT JERICHAU (DANISH, 1861-1900)

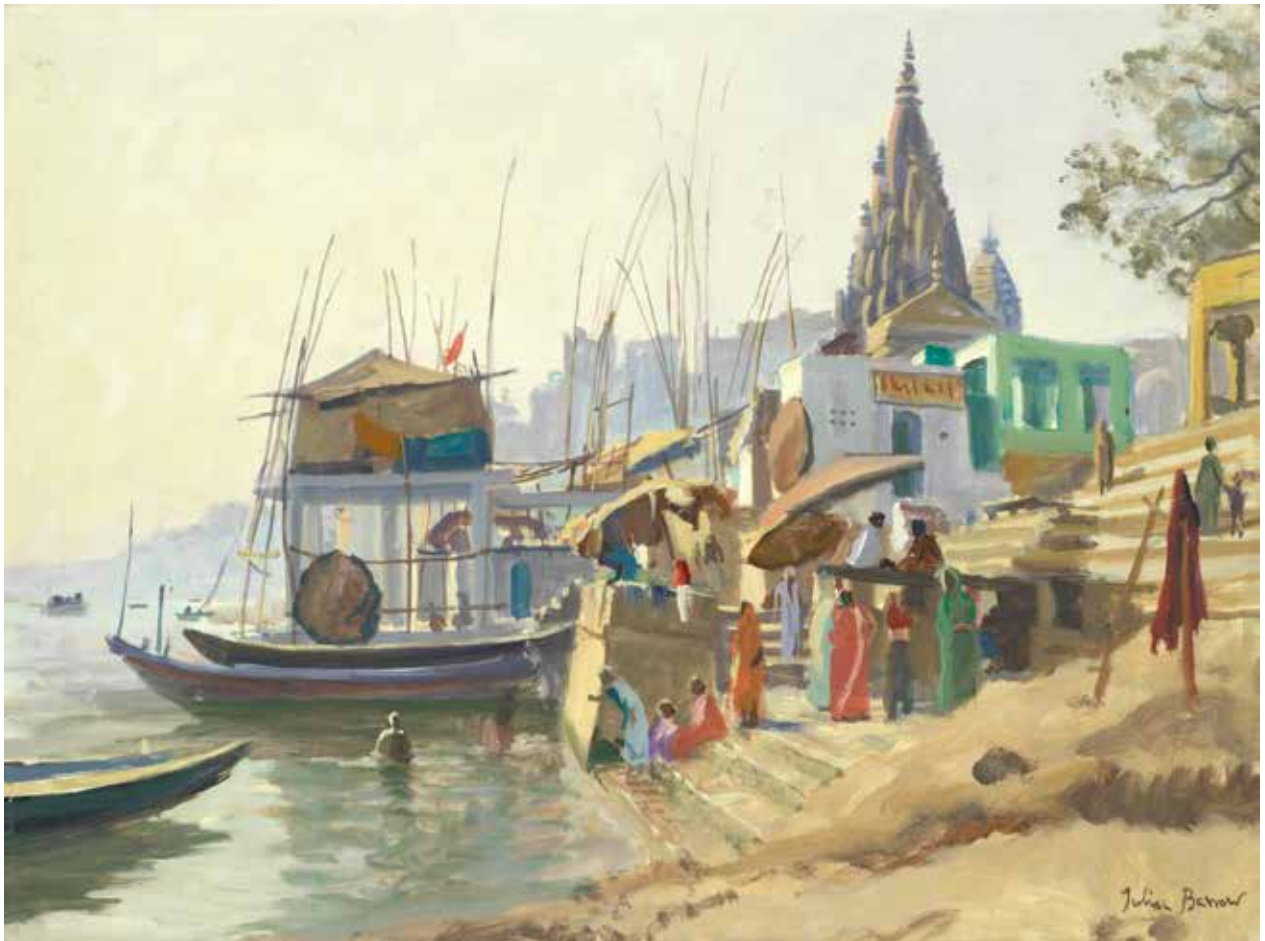
On the road to Agra with the Taj Mahal in the background
indistinctly signed (lower right)

oil on canvas

41 x 64.4cm (16 1/8 x 25 3/8in).

£1,500 - 2,000

€1,700 - 2,300



55

55 AR

JULIAN BARROW (BRITISH, 1939-2013)

Ghats in Varanasi, India

signed 'Julian Barrow' (lower right)

oil on canvas

30.5 x 40.6cm (12 x 16in).

Together with another work by the same hand depicting a view possibly of an old fortress in Northern India, oil on canvas, signed (lower right), 30.5 x 26cm (12 x 10 1/4in). (2)

£1,000 - 1,500

€1,100 - 1,700



55

CIRCLE OF WILLIAM JOHN HUGGINS (BRITISH, 1781-1845)

Coming ashore at Madras

bears inscription 'Wm John Huggins/East India Officials, in a rough sea, going ashore/30/5/32/(Marine painter 1781-1845. Served in E. India Co. Marine)/(Marine painter to Wm. IV. Exhibited at Royal Academy)' (on label attached to the frame verso)

oil on canvas

72.4 x 92.1cm (28 1/2 x 36 1/4in).

£12,000 - 18,000

€14,000 - 20,000

Provenance

Private collection, U.K.

During the seventeenth century, British involvement in India - through the activities of the Honorable East India Company (HEIC) - began at Surat (in 1616), expanded to Madras (fortified in 1641) and was then immeasurably strengthened by the acquisition of Bombay (in 1668), a gift from Charles II to whom it had passed as part of the dowry of his Portuguese wife Catherine of Braganza. Already renowned as the finest harbour in India, Bombay proved a great prize, particularly when compared with the lack of any similar facility at Fort St. George on the Carnatic coast. It was probably inevitable therefore that the Company would adopt a more aggressive policy towards the north-eastern territories bordering the Bay of Bengal where lay, within the vast sprawl of the Ganges delta, far more suitable sites from which to base its operations on that side of the sub-continent. The subsequent discovery of an ideal deep-water anchorage, from which any settlement could be safeguarded by the guns of ships lying off-shore, then paved the way for Fort William in 1697 which, when completed, would become the nucleus of the future city of Calcutta.

Elsewhere in India, colonial expansion was progressing less well, not least down the entire east coast of the sub-continent where the lack of even a single decent natural harbour remained a significant obstacle. Not to be beaten however, the British answer to the problem typified their attitude across the world as the Empire began to expand, namely to adopt the solution used by the indigenous people.

With the shoreline at Madras (modern Chennai) shallow for up to a mile off the beach whilst, at the same time, subject to tremendously high surf even in otherwise calm weather, all arriving ships were obliged to anchor two miles offshore, in the so-called Madras Roads, and offload their passengers and freight onto native massoola (or masulah) boats in order to get both ashore. These sturdy little craft were flat-bottomed and built without nails or pins, and their planks were sewn together with line made from the outer 'coat' of cacao nuts. At the stern of the high poop deck would be the steersman, handling a long oar or paddle about ten feet in length with a circular wooden disc on the end. Depending upon the size of the boat, and indeed the height of the surf on any given day, between six and ten oarsmen sat on high crosspieces in the body of the boat whilst the passengers sat in a much superior position on benches directly in front of the steersman. Reaching the beach, the boatmen would then carry the passengers ashore on their shoulders, the final episode in what was always a risky adventure to travel 'out East' in the age of sail. It is probable that the use of these massoola boats, particularly for freight, considerably predated the arrival of any European traders as the Madras hinterland had been an important military, administrative and economic centre for various South Indian dynasties since the 1st century AD.

William John Huggins had served on some of the HEIC's vessels as a young man, and acted as steward and assistant to the purser of the *Perseverance* on that ship's round trip to Bombay and China in 1812-14. It is believed that this was his last voyage as, soon afterwards, he set himself up as a marine painter in Leadenhall Street, near the HEIC's London headquarters. Although later in his life Huggins became Marine Painter to William IV, the so-called 'Sailor King', he was, effectively, Marine Painter to the 'Honorable Company' for many years before that, and most of his best early works portray the great Indiamen of the day. It is not known for whom the original of the work offered here was commissioned, but its iconic subject matter would have struck an instant chord with generations of 'old India hands', many of whom would have coveted a copy of it for their own drawing rooms.

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



56



57

57

ANDREW NICHOLL RHA (IRISH, 1804-1886)

A river landscape, Ceylon
signed 'A. Nicholl RHA' (lower left)
watercolour with traces of pencil
50.2 x 72.4cm (19 3/4 x 28 1/2in).

£3,000 - 5,000

€3,400 - 5,700

Provenance

The estate of Baron de Worms and Lady Pirbright.
The Baron's private secretary (gifted by Lady Pirbright), thence by
descent to the current owner.

Andrew Nicholl was from Belfast and established a local reputation as a landscape painter by his early twenties and became a founding member of the Belfast Association of Artists. In 1832 he exhibited at the Royal Academy and by 1837 he was elected as an Associate Member of the Royal Hibernian Academy. In 1846, Nicholl was appointed as a teacher of landscape painting and drawing at the Colombo Academy in Ceylon, where he remained for three years. There, with the backing of his most significant patron, the Belfast MP and Colonial Secretary James Emmerson Tennent, Nicholl produced a number of views of local scenery and also provided illustrations for Tennent's book *Ceylon: An Account of the Island - Physical, Historical and Topographical*, published in 1860. It is thought that he returned from Ceylon by 1849, as he exhibited some views of the island at the Royal Academy that year. He divided his time between London and Belfast, and exhibited at both the Royal Academy and Royal Hibernian Academy. In 1870 he offered twelve watercolours of views of Ceylon to Queen Victoria, who bought two of them.



58

58

ANDREW NICHOLL RHA (IRISH, 1804-1886)

Elephants watering amongst water lilies, Ceylon
signed 'A. Nicholl. R.H.A.' (lower left)
watercolour heightened with white
48.2 x 72.4cm (19 x 28 1/2in).

£5,000 - 7,000

€5,700 - 7,900

Provenance

The estate of Baron de Worms and Lady Pirbright.
The Baron's private secretary (gifted by Lady Pirbright), thence by
descent to the current owner.



59



60

TURKEY

59

ENGLISH SCHOOL, 19TH CENTURY

Figures by the Caravan Bridge, Smyrna (Izmir), with the Castle of Smyrna in the distance
watercolour with traces of pencil and heightened with bodycolour
29.2 x 43.8cm (11 1/2 x 17 1/4in).

£800 - 1,200

€910 - 1,400

60

ENGLISH SCHOOL, 19TH CENTURY

Landscape with ruins, thought to be a view of the Ancient city of Sardis, Turkey
watercolour
17 x 27cm (6 11/16 x 10 5/8in).

£600 - 800

€680 - 910



61



62

61

WILLIAM JAMES MÜLLER (BRITISH, 1812-1845)

Castle of Smyrna, Turkey
signed with initials, inscribed and dated 'Castle of Smyrna./1843. WM.'
(lower right)

watercolour over traces of pencil
29.8 x 53.3cm (11 3/4 x 21in).

£1,000 - 1,500
€1,100 - 1,700

62

ENGLISH SCHOOL, 19TH CENTURY

The Port of Smyrna (Izmir), Turkey
watercolour
28 x 48.9cm (11 x 19 1/4in).

£800 - 1,200
€910 - 1,400



63



64

63 AR

CARL FAHRINGER (AUSTRIAN, 1874-1952)

View of Constantinople
signed 'C. Fahringer' (lower left)
gouache and watercolour
35 x 49.5cm (13 3/4 x 19 1/2in).

£1,500 - 2,000
€1,700 - 2,300

64 AR

CARL FAHRINGER (AUSTRIAN, 1874-1952)

A bustling market scene
signed 'C. Fahringer' (lower right)
gouache and watercolour
35 x 49.5cm (13 3/4 x 19 1/2in).

£800 - 1,200
€910 - 1,400



65



66

65

MARY K. WARD (BRITISH, 19TH CENTURY)

View of Constantinople
signed and inscribed 'M. K. Ward/Constantinople' (lower right)
watercolour with traces of pencil and heightened with white
34.9 x 52.7cm (13 3/4 x 20 3/4in).

£1,500 - 2,000
€1,700 - 2,300

66

19TH CENTURY SCHOOL

The Grand Bazaar, Istanbul
watercolour with traces of pencil
25.4 x 35cm (10 x 13 3/4in).

£600 - 800
€680 - 910



67

67

VLADIMIR PETROFF (RUSSIAN, 1880-1935)

An interior view of Hagia Sophia, Istanbul
signed and inscribed 'W Petroff. 933' (lower right) and further inscribed
'Stanboul' (lower left)
oil on canvas laid to board
50.8 x 33cm (20 x 13in).

£600 - 800

€680 - 910

68

FILIPPO BARTOLINI (ITALIAN, 1861-1908)

Figures praying in a mosque
signed 'FBartolini' (lower right)
watercolour
36.8 x 26.7cm (14 1/2 x 10 1/2in).

£1,000 - 1,500

€1,100 - 1,700

MIDDLE EAST AND NORTH AFRICA

69

LEONARDO DE MANGO (ITALIAN, BORN 1843)

Portrait of a Libyan man
signed, inscribed and dated 'Tripoli d' Africa. Giugno 1905/L. de
Mango' (upper right)
oil on canvas laid to board
54.5 x 42.5cm (21 1/2 x 16 3/4in).
unframed

£8,000 - 12,000

€9,100 - 14,000

Provenance

Anon. sale, Bonhams, London, 21 May 2008, lot 64.

In Tripoli de Mango was the guest of the Italian consul-general,
Cavaliere Medana.



68





70

70

GYULA TORNAI (HUNGARIAN, 1861-1928)

The guard
signed 'TORNAI GY' (lower centre)
oil on canvas
85.8 x 60.3cm (33 3/4 x 23 3/4in).

£10,000 - 15,000

€11,000 - 17,000

Provenance

Private collection, Spain.



71

71

DAVID BATES (BRITISH, 1840-1921)

'A Market Place, Environs of Cairo'

signed and dated 'David Bates 1892' (lower left) and further signed, inscribed and dated 'A Market Place Environs of Cairo/David Bates/1892' (verso)

oil on canvas

20.3 x 30.5cm (8 x 12in).

£800 - 1,200

€910 - 1,400

72

PHILIPPE PAVY (FRENCH, BORN 1860)

Study of a woman wearing a North African headdress

signed, inscribed and dated 'A MADAME DE BORRING/PH. PAVY/MENTON 1890)

oil on panel

24.1 x 19cm (9 1/2 x 7 1/2in).

unframed

£800 - 1,200

€910 - 1,400



72



73

73

VITTORIO RAPPINI (ITALIAN, 1877-1939)

The horse dealer; and Fountain at the town gate, a pair
both signed 'RAPPINI' (the former lower right; the latter lower left)
watercolour
each 34 x 23.5cm (13 3/8 x 9 1/4in). (2)
both unframed

£600 - 900

€680 - 1,000



74

74

VITTORIO RAPPINI (ITALIAN, 1877-1939)

Interior of a harem, a pair
both signed 'RAPPINI' (lower right)
watercolour
each 34 x 23.8cm (13 3/8 x 9 3/8in). (2)
both unframed

£600 - 900

€680 - 1,000



75



75



76

75

AUGUSTUS OSBORNE LAMPLOUGH, A.R.A., R.W.S (BRITISH, 1877-1930)

Figures along the Nile; A desert scene, a pair each signed 'A. Lamplough A.R.A.' (lower left) watercolour, the latter heightened with white each 22.2 x 59.7cm (8 3/4 x 23 1/2in). (2)

£1,200 - 1,800
€1,400 - 2,000

76

AUGUSTUS OSBORNE LAMPLOUGH, A.R.A., R.W.S (BRITISH, 1877-1930)

Figures by desert ruins each signed 'A. Lamplough A.R.A.' (lower left) watercolour heightened with white 23.5 x 61.6cm (9 1/4 x 24 1/4in).

£600 - 800
€680 - 910



77

77 AR

JAMES REEVE (BRITISH, BORN 1939)

Street scene, Cairo

signed, inscribed and dated 'Cairo/Reeve 1987' (lower left)

oil on canvas

55.9 x 68.6cm (22 x 27in).

Together with the book *James Reeve: An English Painter in Mexico*
(Revimundo, 2005). (2)

£2,000 - 3,000

€2,300 - 3,400

Provenance

With Browse & Darby, London.

Private collection.



78

78 AR

HILDING LINNQVIST (SWEDISH, 1891-1984)

Morning on the Nile, Luxor
signed with initials 'HL' (lower right)
oil on canvas
56.5 x 68.6cm (22 1/4 x 27in).

£5,000 - 7,000
€5,700 - 7,900

Provenance

Anon. Sale, Uppsala Auktionskammare, Uppsala, 8 June 2007, lot 1304.

Exhibited

Stockholm, Liljevalchs Konsthall, *Hilding Linnqvist - A Retrospective*, 1957.



79



79

79

AUGUSTUS OSBORNE LAMPLOUGH, A.R.A., R.W.S (BRITISH, 1877-1930)

'A Nile Afterglow'; 'A Felluca on the upper Nile', a pair both signed 'A. Lamplough' (lower left) and both signed with titles (lower right)

watercolour

each 21.6 x 58.4cm (8 1/2 x 23in). (2)

£2,000 - 3,000

€2,300 - 3,400

80

EDWARD LEAR (BRITISH, 1812-1888)

El Karnak, Thebes inscribed and dated 'El Koornek/Thebes 7:00 on/19.Feb.1854' (lower left) and annotated throughout

pencil and watercolour

28 x 48.9cm (11 x 19 1/4in).

£3,000 - 5,000

€3,400 - 5,700

81

WILLIAM HOLMAN HUNT (BRITISH, 1827-1910)

View of Jaffa

signed with monogram, inscribed and dated 'Jaffa May 22nd 55/Whh' (lower left)

pencil heightened with white

17.5 x 26cm (6 7/8 x 10 1/4in).

£800 - 1,200

€910 - 1,400

Provenance

By descent in the artist's family to Mrs Elisabeth Burt who loaned it to the Ashmolean Museum, Oxford, 1965-85.

Anon. sale, Sotheby's, London, 10 October 1985, no.38.

Purchased from the above sale by the Fine Art Society, London.

Anon. sale, Christie's, London, 7 June 1996, no.544.

Purchased by current owner from the above sale.

Exhibited

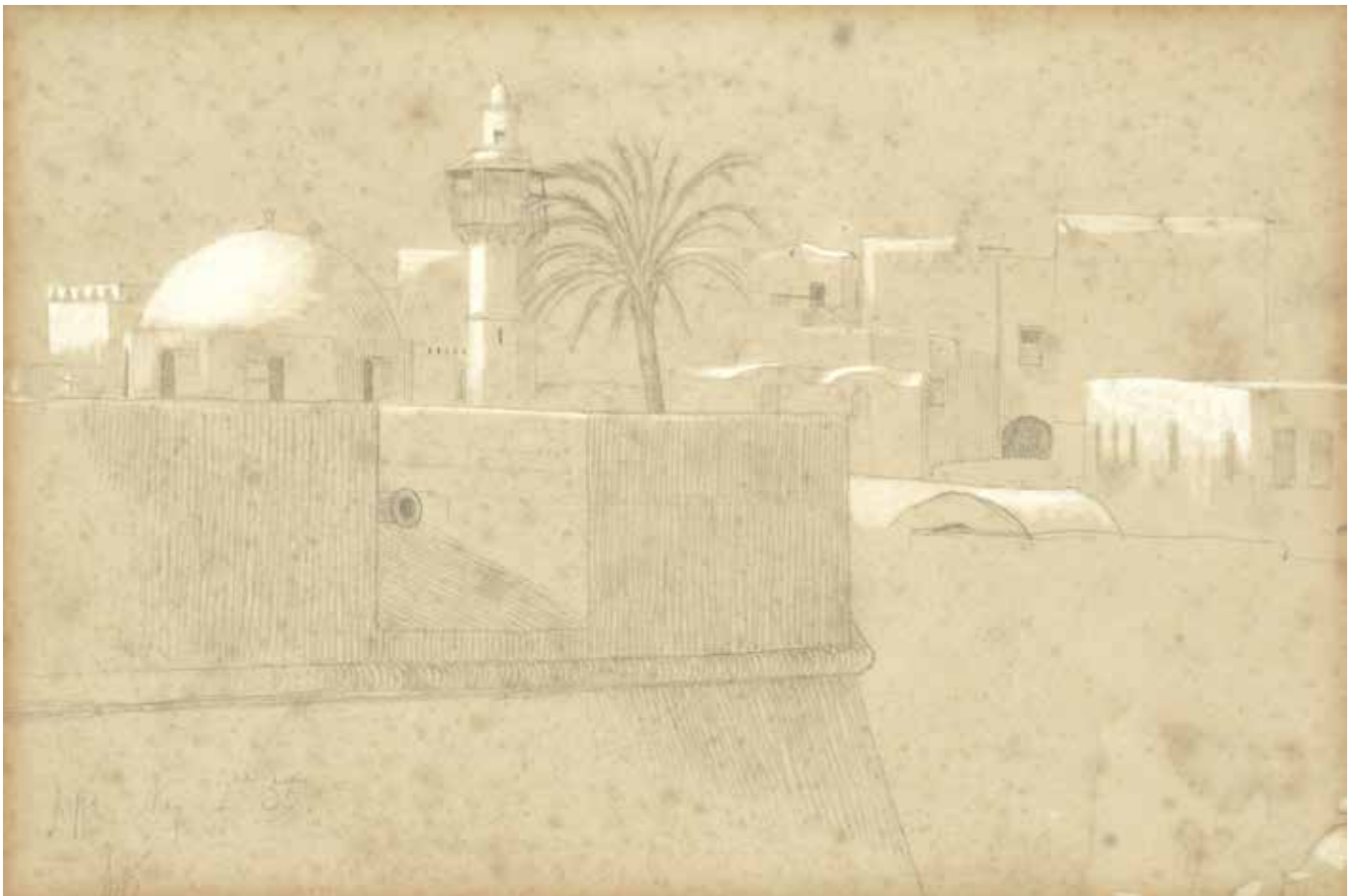
Walker Art Gallery, Liverpool, William Holman Hunt, Mar-Apr 1969, no.168.

Literature

Judith Bronkhurst, William Holman Hunt: A Catalogue Raisonne, Vol. II, London, 2006, no. D123, p. 73.



80



81



82



83

82 •

ROBERTS (DAVID)

The Holy Land, Syria, Idumea, Arabia, Egypt & Nubia, 6 vol. bound in 3, 248 tinted lithographed plates (including pictorial titles), 2 engraved maps, later half calf using original cloth side panels and retaining original gilt spines, rubbed [cf. Abbey Travel 272, 385 & 388, folio edition], 4to (290 x 200mm.), Day, 1855-1856

£1,500 - 2,500

€1,700 - 2,800

83

IRAN - REZA SHAH PAHLAVI

An album of 52 copy print photographs of the Shah from the period of the 1920s until his death, one manuscript map of Iran, the photographs mounted one per page (mostly recto only), each approximately 290 x 240mm., patterned album, oblong folio (340 x 390mm.), [printed 1960s, or later]

£800 - 1,200

€910 - 1,400

A series of photographs showing Reza Shah at various stages of his career, from his early military career, as youngish man (with his son Mohammad on his knee), to the height of his power; inspecting parades, visiting military hospitals, talking to dignitaries.

84 •

REES (THOMAS)

A Journal of Voyages and Travels, FIRST EDITION, light spotting mostly at front, untrimmed in original boards, bookseller's ticket on front pastedown, neatly rebacked preserving most of spine label, 12mo, Harvey and Darton, 1822

£600 - 800

€680 - 910

Rees' narrative, "published for the benefit of the author's orphan daughter" (title page), has extensive descriptions of Shiraz, Persepolis, and other parts of Persia.



85

AFRICA

85

ZANZIBAR

An album of views, and portraits of the inhabitants, of Zanzibar, by Clelia Lega Weeks, *approximately 96 images (20 colour watercolours; others ink, or brown wash), mounted on brown paper sheets, between one and 3 images per page (recto only, mostly tipped in at corners), some captioned on the image, others on the verso in ink or pencil, a few dated (1865) on image, largest (2) 185 x 275mm., others c. 150 x 200mm. or smaller, no binding, small folio, [1860s]; together with another album of approximately 54 watercolour or ink drawings [see footnote] by Weeks (2)*

£1,500 - 2,500
€1,700 - 2,800

A good album of watercolour, ink and wash views of Zanzibar and its Muslim, Hindu and Banyan inhabitants executed by Clelia Lega Weeks (1841-1924) during a two month stay on the island in September-October 1865. Clelia accompanied her husband, Ansel Weeks, captain of an American trading ship. Images include 2 large views from the sea towards land ("Shangany, Zanzibar... Oct. 1865"; "Palace of the old King - Sayd Ben Soultan Ben-Iman. Mtony, Zanzibar", and several smaller views of the same); views of the house of Sillaman ben Abdulla at Kinain, the exterior and interior of the American Consulate, a large interior scene of

"Harem in the house of Sillamen..., secretary of the King of Zanzibar", street scene in Zanzibar town, the slave market ("...two boys for five dollars a piece"); portrait studies of the sister of the King of Zanzibar's secretary reading an Arabic manuscript, Taria Tophan (a Hindu merchant) and his son, a Banyan merchant, Salie Ben Bambamba (of Comoro Island) feeding a gazelle rose petals, and the King's sister. Other scenes include "a canoe load of monkeys", "a native dance", a water-bearer, groups of local artifacts (Arab shield, bangles, comb, etc.) and images of Clelia's two year old daughter Ethel being introduced to a Hindoo child, engaging with locals, on deck of the ship and playing with a lamb given to her by the Sultan of Zanzibar. Some are variants (plain ink, and worked up with washes) of the same view. Several of the illustrations were reproduced in an article ("Zanzibar") describing the Weeks' stay on the island printed in *Harper's New Monthly Magazine*, February, 1869, pp.306-318. Three copies of this are included with the lot, one with corrections in the author's hand.

The second album of images by Clelia Weeks includes three views of the interior of a house at Mattapoisett, Massachusetts (where Clelia's father-in-law lived), of Buenos Aires, the island of Faial (Azores) and several inhabitants, Waterloo (5, including a panorama of Genappe road, and the farm at La Haye Sainte), the Italian Hospital in London, and English cottages.



87

86

SOUTH AFRICA

Collection of approximately 20 views of South Africa, some ascribed to Sir Edward Stanton, and bundle of other watercolours and pencil or ink sketches (including ?Crimea) from a nineteenth century album, *together approximately 37 images, mostly tipped onto old album leaves one or 2 per page, including 13 large watercolour or coloured pencil views (c.230 x 265mm.), 15 pencil views (some with wash, most c.90 x 180mm.), [c.1840s-1850s] (small quantity)*

£600 - 800

€680 - 910

South Africa scenes include good watercolour views of Karloof falls, falls on the ?Umgeni river, three Zulu men in a landscape; coloured pencil views of Umlass, Natal including the river and river mouth, titled and dated "Umlass July 29, [18]51"; pencil views (some heightened in white) include "at Ebb and Flow Drift, Great Dei River, Feb. 7th, 1848", the old barracks at in Natal, houses at "Chatsworth, Natal", and "Stanton Park, South Africa", and studies of a soldier of the Cape Mounted Rifles, and "Charge of a wounded buffalo". Others watercolour scenes include "Gulf of Nicoya" and an encampment and battle scene (perhaps Crimea), and other landscapes (an old pencil annotation suggesting one is Abyssinia).

87

W. AUSTIN (BRITISH, 19TH CENTURY)

'A Street in Port Louis, Mauritius'
signed and dated 'W. Austin/1867' (lower left) and inscribed with title (verso)
oil on board
30.5 x 45.7cm (12 x 18in).
unframed

£800 - 1,200

€910 - 1,400



88



89

88

ERROL STEPHEN BOYLEY (SOUTH AFRICAN, 1918-2007)

Rocky coast at Knysna, Eastern Cape
signed 'Errol Boyley' (lower left)
oil on board
76.2 x 101.6cm (30 x 40in).

£1,200 - 1,800
€1,400 - 2,000

Provenance

With Pieter Wenning Gallery, Johannesburg.

89

OTTO KLAR (SOUTH AFRICAN, 1908-1994)

Louis Trichardt in the Limpopo province, South Africa
signed 'OTTO KLAR' (lower right)
oil on board
45.7 x 116.8cm (18 x 46in).

£1,000 - 1,500
€1,100 - 1,700



90

MEDITERRANEAN

90

ANGELOS GIALLINEA (GREEK, 1857-1939)

Corfu

signed and dated 'Giallina 90' (lower left)

watercolour

42.5 x 96.5cm (16 3/4 x 38in).

£1,500 - 2,000

€1,700 - 2,300



91

91

ANGELOS GIALLINEA (GREEK, 1857-1939)

Figures in a boat off Corfu

signed in Greek and dated '96' (lower left)

watercolour with traces of pencil

17 x 32cm (6 11/16 x 12 5/8in).

£600 - 800

€680 - 910

92

ANGELOS GIALLINEA (GREEK, 1857-1939)

Mosques and minarets in a desert town

signed 'Giallina' (lower left)

watercolour

41 x 69.8cm (16 1/8 x 27 1/2in) (sheet size).

unframed

£1,000 - 1,500

€1,100 - 1,700



92

93 AR

STEFANOS SGOUROS (GREEK, BORN 1924)

A Corfu landscape
signed in Greek (lower right)
watercolour with traces of pencil
32 x 56.5cm (12 5/8 x 22 1/4in).

£800 - 1,200

€910 - 1,400

94

TRISTRAM ELLIS (BRITISH, 1844-1922)

'Kandia' (Heraklion), Crete
signed, inscribed and dated 'Tristram Ellis
Kandia 1907' (lower left)
watercolour over traces of pencil
16.5 x 36.8cm (6 1/2 x 14 1/2in).

£600 - 800

€680 - 910

95

TRISTRAM ELLIS (BRITISH, 1844-1922)

'Ragusa' (Dubrovnik), Croatia
signed, inscribed and dated 'Tristram Ellis
Ragusa 1912' (lower left)
watercolour over traces of pencil
23.5 x 52cm (9 1/4 x 20 1/2in).

£600 - 800

€680 - 910



93



94



95



96

96

RUDOLPH MÜLLER (SWISS, 1802-1885)

Athens

watercolour

32 x 46cm (12 5/8 x 18 1/8in).

£1,500 - 2,000

€1,700 - 2,300

97

RUDOLPH MÜLLER (SWISS, 1802-1885)

View of Nauplia from Argos, Greece

signed 'R Müller' (lower right)

watercolour over traces of pencil

29.2 x 41.2cm (11 1/2 x 16 1/4in).

£800 - 1,200

€910 - 1,400

98

RUDOLPH MÜLLER (SWISS, 1802-1885)

The Ancient theatre of Taormina, with a view of Mount Etna beyond, Sicily

watercolour

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

£800 - 1,200

€910 - 1,400

99

HARRY JOHN JOHNSON, RI (BRITISH, 1826-1884)

The Acropolis of Athens, with Mount Hymettus and the Temple of Olympian Zeus, as seen from the slopes of the Pass of Daphne, on the Eleusinian road; A farmer ploughing with the Acropolis beyond, a set of two both signed with initials (one lower right, one lower left)

watercolour

30.5 x 50.1cm (12 x 19 3/4in) and 28 x

53.3cm (11 x 21in). (2)

£3,000 - 5,000

€3,400 - 5,700

These charming watercolours depict the rural idyll of 19th century Greece in the countryside around Athens.



97



98



99



99



100



101

100

GIROLAMO GIANNI (ITALIAN, 1837-1895)

The Bombardment of Alexandria on 11th July 1882

signed and dated 'G. Gianni/1884' (lower right)
oil on card

30.5 x 67cm (12 x 26 3/8in).

£1,000 - 1,500

€1,100 - 1,700

The present work has a number of similarities to William Lionel Wyllie's well-known work entitled '*Well Done, Condor: the Bombardment of Alexandria, 11th July 1882*', currently in the collection of the National Maritime Museum in Greenwich.

101

GIROLAMO GIANNI (ITALIAN, 1837-1895)

The lighthouse at Alexandria after the bombardment in 1882

signed and dated 'G Gianni/1887' (lower left)
oil on card

35.5 x 28.5cm (14 x 11 1/4in).

unframed

£500 - 700

€570 - 790



102



103

102

GIROLAMO GIANNI (ITALIAN, 1837-1895)

The battleship HMS *Inflexible* heading out to sea from Grand Harbour, Valetta

signed and dated 'G. Gianni/1883' (lower right)

oil on card

35.5 x 58.4cm (14 x 23in).

£3,000 - 5,000

€3,400 - 5,700

103

GIROLAMO GIANNI (ITALIAN, 1837-1895)

A screw sloop of the Royal Navy off the Maltese coast

signed and dated 'G. Gianni/1883' (lower right)

oil on card

34 x 54cm (13 3/8 x 21 1/4in).

£2,000 - 3,000

€2,300 - 3,400



104

AMERICAS

104 •

CRONAU (RUDOLF)

Von Wunderland zu Wunderland. Landschafts- und Lebensbilder aus den Staaten und Territorien der Union, 2 vol. in 1, *second edition*, 50 tipped-in collotype plates after Cronau, patterned endpapers, publisher's decorative cloth, g.e., folio (450 x 315mm.), Leipzig, T.O. Weigel, 1886-1887

£800 - 1,200

€910 - 1,400

Cronau was sent to America as correspondent for the German newspaper *Die Gartenlaube*, and published this work on his return to Germany. The plates include portraits of Indian chiefs (3, including Sitting Bull), San Francisco (2, street in the Chinese quarter; interior of a Chinese restaurant), Dakota (2, including Indian encampment), Yellowstone (3), Milwaukee, Niagara Falls, New York (2, street scene; Brooklyn Bridge), a Louisiana swamp, Salt Lake City, gold prospectors in Idaho, Californian red woods, and Arizona Indian camp.

105

AFTER KARL BODMER

'Mato-Tope, A Mandan Chief'
published by Ackerman & Co., London, 1839
aquatint printed in colours
51.4 x 36.8cm (20 1/4 x 14 1/2in)(PL).

£800 - 1,200

€910 - 1,400

The present lot is tableau 13 from *Maximilian, Prince of Wied's Travels in the Interior of North America, during the years 1832-1834*, which was an account of the expedition to the Great Plains region of the United States along the Missouri River by the German explorer, naturalist and ethnographer Prince Maximilian of Wied. Bodmer was hired to accompany Maximilian on his expedition and record images of cities, rivers, towns and peoples they saw along the way, including the many tribes of Native Americans. Of the many images he made from the trip, 81 were reproduced as aquatints for the book.

Mato-Tope, also known as 'Four Bears', was a highly respected Mandan chief widely known for his military exploits. Prince Maximilian admired him greatly, not only for his reputed bravery, but also for his obvious intelligence, generosity, and knowledge of the history and customs of the Mandan and neighbouring tribes on the Missouri frontier. Bodmer shows Mato-Tope dressed in formal regalia signifying his important rank.



105

106

BRITISH COLUMBIA

Album of 71 views, portrait groups and informal studies including some identified as "Siwash Indians", mostly relating to British Columbia, *albumen prints, mostly 120 x 165mm., mounted mostly 2 images per page, captioned in pencil on mount, a few leaves loose, lacks covers, 4to, [c.1890s];* and another late nineteenth/early twentieth century photograph album, including approximately 80 photographic views of America (2)

£800 - 1,200

€910 - 1,400

Good album of photographs, mostly relating to the Okanagan Lake region of British Columbia. Includes a series 12 studies of First Nation peoples identified in the captions as "Siwash Indians" (family group by tents, on horseback or with saddles, "Charlie our hunter", and "Johnnie" by a wooden fence"); views of Sicamous (hotel, wooden bridge), Coldstream Hotel at Vernon (2), Okanagan Lake (5, including "S.S. Penticton", and 2 showing a horse and cart at the water's edge, reminiscent of Constable's *Haywain*); series of views (some populated) of "G.N.B's house" and environs, including the small white wooden slat house, the family horse and trap, tweed suited man with gun outside his snow covered hunting tent, a man identified as Basil Mitchell (several, 2 holding a gun and hatchet beside a picket fence), "Francois & wild horse" (2, one horse bucking and mounted; one horse lying down tamed), "Indian log hut"; "Railway from Vernon to Enderby" (2, women seated on a hand cart with workers). Others includes "View from Vancouver Town" and 2 views in Stanley Park; Niagara Falls (4); The Bush (3, "before clearing", "cotton trees", and "with burnt trees").

The views of America include 2 views of Harvard College (the square; dining hall) by G.W. Pach of Broadway, and a full-length cabinet portrait of "Ho Hun Hua - Professor of Chinese at Harvard College" (identified in ink on mount) by Pach of New York; The remainder mostly small views (c.70 x 70mm.), including San Francisco (3, Palace Hotel; "Over the housetops - Chinese Quarter"), Colorado, West Kansas, "Virginia City, Nevada", Savannah (6), New Orleans (6), St. Augustine, Florida (6).

107

ALFRED WILLIAM HUNT (BRITISH, 1830-1896)

Niagara after the drought
watercolour
49 x 73cm (19 1/4 x 28 3/4in).

£1,500 - 2,000

€1,700 - 2,300

Provenance

The Newall Collection: Highly Important English Drawings and Watercolours, Christie's, London, 14 December 1979, lot 205.
With Chris Beetles Ltd, London.

Exhibited

London, Old Watercolour Society, 1894, no.106.



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107



108

108

**WILLIAM GOODRIDGE ROBERTS, RCA, CGP, CSGA, OSA, OC
(CANADIAN 1904-1974)**

Valley of the Gouffre River, Baie-Saint-Paul, Canada
signed 'G. Roberts' (lower right), bears an inscription 'Summer of 1949/
The Valley of the Gouffre River' (on the remains of a label attached to
the stretcher verso)

oil on canvas

61.5 x 92cm (24 3/16 x 36 1/4in).

£2,000 - 3,000

€2,300 - 3,400

Provenance

With Continental Galleries, Montreal, stock number 6682.

With Galerie Walter Klinkhoff Inc., Montreal.

Private collection, UK.

109

JOHN WILLIAM BEATTY (CANADIAN, 1869-1941)

Winter landscape

signed and dated 'J.W. BEATTY 24' (lower right)

oil on panel

27 x 35cm (10 5/8 x 13 3/4in).

£2,000 - 3,000

€2,300 - 3,400

110

FREDERICK NICHOLAS LOVEROFF (CANADIAN, 1894-1960)

'Cross Lake'

inscribed 'Cross Lake/Price \$35.00/F. N. LOVEROFF -/13 Ottawa Sh./
Forauto Auh/No. III (on original backing board)

oil on board

21.6 x 27cm (8 1/2 x 10 5/8in).

£1,000 - 1,500

€1,100 - 1,700



109



110



111



112

111

HAYLEY LEVER (AMERICAN, 1875-1958)

Seascape

signed and dated 'Hayley Lever 1941' (lower left)

oil on canvas

76.9 x 101.6cm (30 1/4 x 40in).

£2,500 - 3,500

€2,800 - 4,000

Provenance

Anon. sale, Sotheby's, New York, 5 March 2003, lot 88.

112

WILLIAM HENRY HILLIARD (AMERICAN, 1836-1905)

'Wind against Tide', Cape Arundel, Maine, U.S.A.

signed and dated 'W.H.Hilliard./1878' (lower right), inscribed with the artist's name and title with a further indistinct inscription (on partial exhibition label attached to stretcher verso)

oil on canvas

111.8 x 178.4cm (44 x 70 1/4in).

£1,200 - 1,800

€1,400 - 2,000

Exhibited

Charlestown Art Club



113



114

113

BAYARD HENRY TYLER (AMERICAN, 1855-1931)

A Catskill Mountain waterfall, New York
signed 'Baynard H. Tyler' (lower right) and bears inscription 'CATSKILL
FALL NEW YORK CITY MOUNTAINS' (on stretcher verso)
oil on canvas
30.5 x 41.2cm (12 x 16 1/4in).

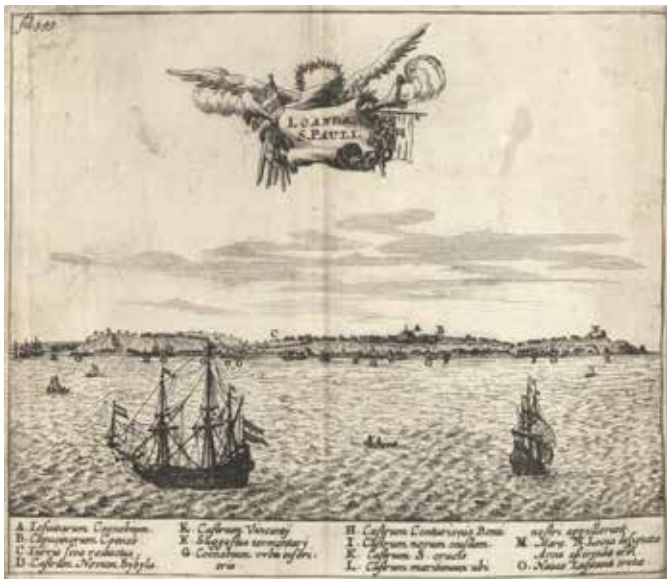
£1,000 - 1,500
€1,100 - 1,700

114 ^{AR}

RUDOLF HELMUT SAUTER (BRITISH, 1895-1977)

The Grand Canyon
indistinctly signed and dated 'R. Sauter 76' (lower left)
oil on board
40.7 x 50.8cm (16 x 20in).

£1,000 - 1,500
€1,100 - 1,700



116



117



118

115 Y

JAMES BUTE'S ROSEWOOD AND WHALEBONE SNUFF BOX, ENGLISH, DATED 1831,

The snuff box with sliding lid and inset bone plaque engraved "JAS AS BUTE *RM* 1831" 1 1/2in (4cm) long

£800 - 1,200

€910 - 1,400

This snuff box comes from the same source as a pair of scrimshawed whale's teeth by James Bute that were sold in these rooms on the 16th September 2009 for £42,500. They were described as "A very rare scrimshawed whale's tooth from HM sloop *Beagle*, decorated by James Bute with scenes from Charles Darwin's voyage in april 1834, decorated on one face with HM *Beagle* in rough seas off a mountainous shoreline, lettered 'Working HM Sloop BEAGLE up the River Santa Cruz' and signed J A Bute, the reverse with a scene of the *Beagle* beached on shore lettered 'HM Sloop Beagle laid on shore to repair her Forefoot' and again signed J A Bute, 7in (18cm) long".

James Adolphus Bute was born in England around 1799 and joined the Royal Navy as a Marine Private circa 1819. Bute is listed as a marine on board the *Beagle*'s voyage to the Galapagos and could have collected sperm whale teeth from the whaling station on the Falkland Islands or from whalers in the vicinity. There are four other examples of Bute's scrimshaw work known.

116 •

BARLAEUS (CASPAR)

Rerum per octennium in Brasilia et alibi gestarum... 1. De Aeribus, aquis & locis in Brasilia. 2. De Arundine saccharifera. 3. De melle silvestri. 4. De radice altii mandihoca, *additional engraved title, portrait, and armorial dedication plate, 3 folding maps, 5 folding views, one engraved plate of the eclipse lacks final blank (V44), portrait with loss to lower blank margin, light ink spots on blank verso of dedication leaf, dampstains to plates, trace of worming at lower gutter margin of opening few leaves, paperflaw to pp.255/56 resulting in small loss of a few letters of side-note, modern vellum [Borba de Moraes, p.78-79; Sabin 3409], 8vo, Kleve, Tobias Silberling, 1660*

£2,000 - 4,000

€2,300 - 4,500

A copy of the "small Barlaeus", first published by Blaeu as a folio in 1647. The present second Latin edition contains four added treatises on the climate and medicinal plants of Brazil by Guglielmo Piso, who sailed to Recife in 1638 as Prince Maurice's personal physician.

Provenance

?T.G. Tirius, ink ownership inscription in blank margin of additional title.

117

AUGUST LÖHR (GERMAN, 1843-1919)

A rural Mexican landscape with oxen pulling a cart signed, inscribed and dated 'August Lohr, Mexico 1910' (lower right) watercolour 33 x 52cm (13 x 20 1/2in).

£1,500 - 2,000

€1,700 - 2,300



119

118

D. W. E. GUTMAN (BRITISH, EARLY 20TH CENTURY)

Scene along the Amazon river
signed and dated 'D.W.E. Gutman/1927' (lower left)
oil on canvas
30.5 x 45.7cm (12 x 18in).

£1,000 - 1,500
€1,100 - 1,700

119 *

SANTIAGO ARCOS Y MEGALDE (CHILEAN, 1865-1912)

The Scholar
signed and dated 'S. Arcos 87' (lower right), inscribed 'Faragi Wisem'
in pencil (upper right)
watercolour
54 x 38.5cm (21 1/4 x 15 3/16in).

£2,000 - 3,000
€2,300 - 3,400



120

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ALFREDO RAMOS MARTÍNEZ (MEXICAN, 1871-1946)

The pot carrier
signed and dated 'RAMOS MARTINEZ/1900' (lower right)
watercolour heightened with bodycolour
22 x 14cm (8 11/16 x 5 1/2in).

£1,500 - 2,000
€1,700 - 2,300

121

LIEUTENANT SUTHERLAND (BRITISH, EARLY 19TH CENTURY)

HMS *Tyne*, *Columbine*, *Ring Dove* and *Neva Transport* off Bermuda,
1828
inscribed 'by. Lt Sutherland/96th/Bermuda/Sep 1828/H.M.S. Tyne/
Columbine/*Ring Dove*/ & *Neva Transport*' (lower left)
pencil
22.9 x 29.2cm (9 x 11 1/2in).
unframed

£400 - 600
€450 - 680



122

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DANIEL THOMAS EGERTON (BRITISH, 1797-1842)

'Vera Cruz, and Castle of San Juan D'Ulloa'

signed and dated 'D.T. Egerton 1830' (lower left)

oil on canvas

74 x 100.3cm (29 1/8 x 39 1/2in).

£200,000 - 300,000

€230,000 - 340,000

Provenance

Acquired in the 19th Century and thence by family descent.
Private collection, UK.

Daniel Thomas Egerton (1797-1842) was born in London and would train at the informal Academy of famed royal physician, art patron and watercolourist Thomas Monro. Like Turner before him, under Monro, Egerton was granted access to a vast art collection and allowed to perfect his draughtsmanship as a student and copyist. Very little of his early works are still in existence, but his skill in drawing can be seen in his etched satirical illustrations for the book of 1824, *Fashionable Bores or Coolers in High Life*. These illustrations highlight the pomposity of life amongst the upper-classes of London and perhaps give some indication to his early disillusionment with life in London. In the same year that this was published he would begin exhibiting at the newly formed Society of British Artists, later the Royal Society of British Artists, where he would continue to show work up until 1829.

In 1831 Egerton would embark on his first trip to Mexico, perhaps attracted by opportunity and adventure following the Spanish departure in 1821 or simply in search of new landscape to explore through his work. He would spend five years travelling the country, recording his findings through sketches which he would later develop into a limited series of thirteen large scale oil and watercolours. He exhibited these at the Society of British Artists between 1838-1840 upon his return from Mexico in 1836. The same scenes would also be depicted in his set of Lithographs published in 1840 under the title *Egerton's Views in Mexico; being a series of twelve coloured plates executed by himself from the original drawings, accompanied with a short description*. This print series would prove hugely popular and went towards funding his next trip to Mexico in the same year. In 1842, after having settled on the outskirts of Mexico City, him and his young companion would be murdered under suspicious circumstances.

The picture we have here is one of the limited run of oils which he produced upon his return to London in 1836. It is therefore one of the few works in existence by the artist which we know the location of, one other such landscape being held in the British Government Art Collection. This landscape is recreated in Egerton's book of lithographs and we subsequently have a description of the scene from the book:

Vera Cruz, and Castle of San Juan D'Ulloa

This is the principal port of the Republic, situated in the Gulf, in N. lat. 19°, W. long. 96°, and that by which the Spaniards, the conquerors of Mexico, entered in 1521. The Castle of San Juan, seen in the picture, was their last strong-hold, when, after a dominion of 300 years, they were driven from a country where they had established their religion, their laws, customs, and language, leaving but faint vestiges of its aboriginal character. The coast is extremely dangerous, and the harbour itself affords no shelter from the violence of the north winds (nortes), which prevail generally from November to February. These winds, however, have a salutary effect, dispersing the miasma that hangs over the coast during the summer and rainy seasons, and which is supposed to produce the pestilential disease called vomito prieto, before mentioned. The Castle of San Juan is built upon a small island, upon which is likewise situated a lighthouse. It is a strong fortress, commanding the city, as well as protecting the approaches to it by sea, and has been converted, on several occasions, into an offensive power, instead of a protecting one. The land around the city lies low for some miles, and is an unhealthy spot. The route shown in the picture is the main one, leading through heavy sands to the interior, and towards the Capital. The Correo (postman), a class of men who seldom spare horseflesh, gallops along, regardless of the heat, or of the nature of the road: the white handkerchief flapping about under his hat is a contrivance in general use among riders, motion being given to the hanging ends, in travelling along, a current of air is produced, which is cooling to the face. The muleteer chooses his way over the hard wet sand, and, with steady pace, conducts his litter. One with a guiding rein, precedes the first mule that bears litter, the hinder one is kept to his work by a driver, while in the rear another conducts the light baggage and relays: the abrupt ascent from the coast, after the first few leagues, the bad roads, together with the excessive heat, render this mode of conveyance the most agreeable.

D. T. Egerton 'Egerton's Views in Mexico; being a series of twelve coloured plates executed by himself from the original drawings, accompanied with a short description' (London, 1840)

Beautifully presented in an ornate gilt frame, this painting makes clear Egerton's understanding of Mexico; bringing together the elements of landscape, history and contemporary life. We can also see in this canvas his skill in capturing light and movement, through the glow of the sky and movement of clouds, to the horseman racing across the beach. It is a rare and important painting of Mexico by a significant, yet elusive, British artist.



122



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POLAR

123

TRISTRAM ELLIS (BRITISH, 1844-1922)

Spitsbergen, a pair
both signed, inscribed and dated 'Tristram Ellis Spitzbergen 1899'
(lower left)

watercolour with traces of pencil
each 22.8 x 51.4cm (9 x 20 1/4in). (2)

£1,000 - 1,500

€1,100 - 1,700

124

FRANKLIN EXPEDITION

An Armorial Copeland & Garrett dessert plate, moulded with scrollwork divided by flower sprays and exotic birds enclosing the arms of Sir John and Lady Jane Franklin, surmounted by the Franklin crest, a conger eel's head between two branches, 3 cracks with 8 old stapled repairs, diameter 240mm., [c.1840-45]

£1,000 - 1,500

€1,100 - 1,700

This plate formed part of a set ordered whilst John Franklin was serving as Lieutenant-Governor of Van Dieman's Land from 1836 to 1843. He embarked on his ill-fated expedition to discover the North West Passage two years later.

Provenance

Eleanor Isabella Gell (nee Franklin) of Hopton Hall; Sotheby's, Hopton Hall, 5 and 6 September 1989.



125



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ADMIRAL SIR GEORGE BACK (BRITISH, 1796-1878)

H.M.S. *Terror* off a spectacular iceberg, apparently in the Davis Strait, between Canada and Greenland
signed, indistinctly inscribed and dated in pencil 'G.Back./Casa Layers .../Florence. May 26th/1840' (lower left)

pencil, unframed

28.2 x 21.2cm (11 1/8 x 8 3/8in).

Together with a pencil sketch of a walrus on an envelope flap with wax seal, unframed. (2)

£3,000 - 4,000

£3,400 - 4,500

The famous Arctic explorer Admiral Sir George Back was born in Stockport, Cheshire, on 6th November 1796 and entered the Royal Navy as a Midshipman in the frigate *Arethusa* in September 1808. After an eventful six months in action off the north coast of Spain, he was captured by the French and spent the next six years as a prisoner-of-war in Verdun. Finally released in May 1814, he served briefly in the *Akbar* and then in the *Bulwark* before transferring again in January 1818, this time into the hired-brig *Trent* commanded by the young Lieutenant John Franklin, to accompany that vessel on what now is regarded as the very first Arctic Expedition, the ambitious objectives of which were not only to find the fabled 'North West Passage' but also to reach the North Pole that same year. Although the voyage was unsuccessful due to severe gales and heavy pack ice, the ships nevertheless returned safely and Franklin selected Back to accompany him on his next expedition to explore the Arctic coast of North America in 1819-22, during which Back was responsible for all the surveying and chart-making. Promoted Lieutenant in January 1821, Back then served with the fleet for two years before joining Franklin yet again for the latter's Second Land Expedition of 1825-27. Despite being promoted Commander in 1825, Back was unemployed between 1827 and 1833 when he was appointed to command an expedition to search for another explorer, Sir John Ross, who had been missing in the Arctic since 1829. In May 1834, news reached Back that Ross was safely back in England so he decided to trace the 500-mile course of the Great Fish River which he completed successfully. Then, after mapping Montreal Island, the expedition headed home and in recognition of his achievements, Back was not only promoted Captain – by Order in Council, an honour which no other officer in the navy had received except King William IV, but additionally had the satisfaction of having the Great Fish River renamed in his honour. Once home, Back also wrote the first of his two books *Narrative of the Arctic Land Expedition to the mouth of the Great Fish River* which was published to enthusiastic acclaim. Appointed Captain of the converted bomb vessel *Terror* for the expedition to map the last sections of the uncharted coast of north America in 1836-37, Back returned home defeated by the ice and was thereafter an invalid for several years during which he wrote the second of two books on his Arctic adventures, *Narrative of an Expedition in H.M.S. Terror*, published in 1838.

The harsh polar weather and conditions had taken their toll however, and the so-called 'Frozen Strait' expedition of 1836-37 proved Back's last foray beyond the Arctic Circle. Later in life, after being knighted in 1839, he became a distinguished President of the Royal Geographical Society in 1856 and received his final promotion to Rear-Admiral in 1857; he died at his London home in Portman Square on 23rd June 1878, the last surviving member of that remarkable band of Arctic pioneers.

The present lot is in fact a very similar version in pencil of a watercolour by Back that we sold in these salerooms on 13th September 2011 (lot 83) for £37,250 (including buyer's premium). With a reasonable degree of certainty, we believe both works depict an incident that occurred only a short time into the last of Back's Arctic voyages and, more precisely, in July 1836. Captain Back, under orders to map the remaining uncharted Arctic coast of Canada, sailed from England in June 1836 in the old converted bomb vessel *Terror*. Intending to winter in Repulse Bay, the outward passage was very stormy but between 25th and 28th July the *Terror* "had a pleasant run across Davis's Straits (sic) under a steady breeze from S.W.". This extract, taken from Back's *Narrative of an Expedition in H.M.S. Terror* (p. 25), then continues by stating that "in the evening (of 29th July) when the weather cleared (there had been fog earlier), we observed an enormous berg, the perpendicular face of which was not less than 300 feet high, and other smaller bergs..... in other directions" (p. 26).

In the event, the weather soon deteriorated and *Terror* became ice-bound in September 1836. Unable to free herself until the following July, she somehow managed to limp home and was eventually beached in a sinking condition on the shore of Lough Swilly in Ireland.

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

The Brig *Jane* and Cutter *Beaufoy* in the James Weddell Antarctic Expedition 1823 bears inscription on old label on reverse saying 'James Weddell Antarctic Expedition 1823./James Weddell Esq., R.N., made some important/antarctic discoveries while commanding vessels/owned by Messrs Enderby of Cowes, the Brig/Jane & cutter Beaufoy, penetrated as far/south as 74° 15' without being stopped by ice./title for:-/The Brig Jane and Cutter Beaufoy in the James/Weddell antarctic Expedition 1823./Engraving by E. Duncan after W. J. Huggins.' oil on canvas 61 x 91.5cm (24 x 36in).

£15,000 - 20,000

€17,000 - 23,000

James Weddell's 1822-24 expedition into uncharted waters around Antarctica was driven by a desire to find fresh sealing grounds as the trade in oil and furs grew. Weddell commanded the brig *Jane*, while the captain of the cutter *Beaufoy* was Matthew Brisbane. Enjoying an unusually mild trip meant that they were able to sail further south than any other ship had been up to that point, reaching latitude 74°15'S and longitude 34°16'45"W. A large straight of water in this area would be titled the Weddell Sea in recognition of the man who first chartered it.

The source of this image is a sketch by James Weddell (see fig. 1) which is engraved as a plate in his book 'A Voyage Towards the South Pole: Performed in the Years 1822-24', published 1825. This painting is thought to be the lost original upon which the aquatint by Edward Duncan (see fig. 2) is copied, as there is no record of any other works by Huggins depicting this subject.

The aquatint is inscribed -

'To James Weddell Esqr. R.N. The Officers and Seamen under his Command/This plate, representing the BRIG JANE and CUTTER BEAUFOY, on 20th February 1823, bearing up in 74.15'. /(Being the highest Southern Latitude ever reached)/Is most respectfully dedicated by their very Obedient Humble Servant/W.J.Huggins.'

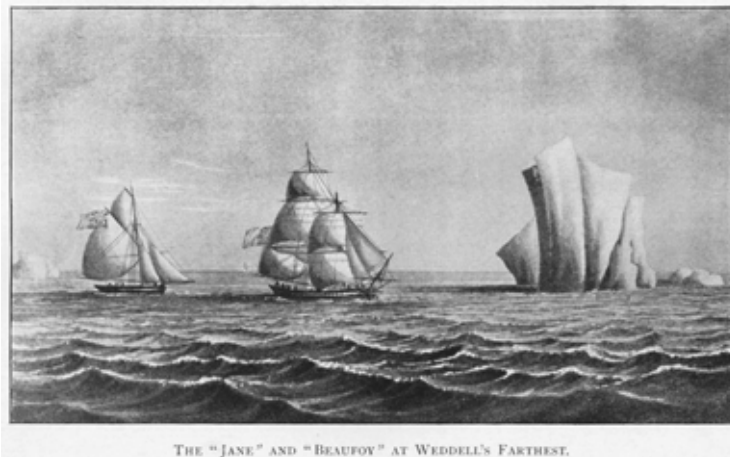


fig. 1



fig. 2



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POLAR EXPLORATION – SCOTT, PEARY AND SHACKLETON

Autograph letter signed by Robert Falcon Scott ("R.F. Scott"), to Mr [W.F.G.] Anderson, accepting an invitation on behalf of himself and Shackleton ("...I have communicated with Mr Shackleton and finding he has made no other arrangement I shall be delighted to accept your kind invitation for dinner on Nov 14th...") and apologising for his delay in replying ("...I have a great deal to do just at present..."), 3 pages, engraved heading, some dust-staining and tape stain on blank verso, 16mo, 56 Oakley Street, no date [November 1904]; autograph letter signed by Robert Edwin Peary ("R.E. Peary, U.S.N."), to Anderson, regretting that his invitation for 14 November clashes with the date of his lecture in Glasgow [at the Athenaeum] and hoping he can rearrange the date, 2 pages, mounted with newsclipping describing the lecture, dust-staining on blank verso, 8vo, Keppel's Head Hotel, Portsmouth, 8 November 1903; and a letter by Lord Roberts

£800 - 1,200

€910 - 1,400

'I HAVE COMMUNICATED WITH MR SHACKLETON' -- Scott moved to rented accommodation in Oakley Street, from where this letter was written, on his return from the Discovery Expedition in September 1904, when he was welcomed home by Shackleton who had been invalided out of the expedition early. It seems likely to date from that autumn, when the two men were still on amicable terms and Scott was engaged on a lecture tour that took him up to Scotland (their friendship was to break down a year later with publication of Scott's *Voyage of the 'Discovery'*, with its slighting references to Shackleton and his collapse). The recipient of Scott and Peary's letters can be identified as W.F.G. Anderson, a prominent Glasgow citizen and partner in the Anchor shipping line, who died in December 1907.

128

GEORGE EDWARD MARSTON (BRITISH, 1882-1940)

Antarctic penguins
signed and dated 'G.MARSTON/1908' (lower left)
oil on canvas laid to board
26 x 36.2cm (10 1/4 x 14 1/4in).
unframed

£1,500 - 2,000

€1,700 - 2,300

Provenance

Sydney Marston, the artist's brother.
Sidney Herbert of Dorset (gifted from the above).
Thence by descent to the current owner.

George Marston twice accompanied Ernest Shackleton to the Antarctic as the official expedition artist. Given the date of the work, Marston would have been on the Nimrod Expedition, which took place between 1907 and 1909.

129 •

MURRAY (GEORGE, EDITOR)

The Antarctic Manual for the Use of the Expedition of 1901... with a Preface by Sir Clements R. Markham... Presented to the Expedition and Issued by the Royal Geographical Society, FIRST EDITION, *half-title, illustrations in the text, lacks the 3 folding maps, small loss to blank margin of pp.389/90, publisher's blue cloth, soiled [Spence 829; Taurus 39], 8vo, Royal Geographical Society, 1901*

£600 - 800

€680 - 910

A COPY WITH A DISTINGUISHED POLAR PROVENANCE, and probably taken to the Pole by the Chief Engineer of two expeditions there. *The Antarctic Manual* was conceived to distribute to members of the British National Antarctic Expedition, Clements Markham noting in the preface that "No polar vessel ever left these shores so well adapted and prepared as the *Discovery*, to secure the valuable scientific results that are hoped from the exertions of explorers; and I trust that one useful aid to our gallant friends when in the far South, will be Mr. George Murray's 'Antarctic Manual'". It also includes an extensive bibliography of earlier publications on the Antarctic.

This copy belonged to J.D. Morrison, chief engineer of the S.Y. *Morning*, which led the Antarctic Relief Expedition (1902-1904) to help Shackleton's ice-bound *Discovery*. Several passages in the chapter "Ice Observations" and the section on sea ice in the "Chemical and Physical Notes" chapter are marked up in blue pencil in the the margin, most likely by Morrison in advance of the voyage.

Provenance

John Donald Morrison (1873-1938), pencil inscription "J.D. Morrison, S.Y. Morning, Ant. Rel. Exp." on title; Henry Dunlop (1876-1931), Chief Engineer on the *Nimrod*; by descent to the present owner. It seems probable that the book was gifted by Morrison to Dunlop in advance of the *Nimrod* expedition, as the motor car firm Arrol-Johnson, for which Morrison was by then working as a director, was both a sponsor of the expedition and supplied it with the first vehicle designed for polar travel.

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SHACKLETON (ERNEST HENRY)

The Heart of the Antarctic, being the Story of the British Antarctic Expedition 1907-1909, 2 vol., *first trade edition, AUTHOR'S PRESENTATION COPY INSCRIBED "To H.J.L. Dunlop in remembrance of the Expedition from the author E.H. Shackleton Nov. 1909", half-titles, frontispieces, 12 coloured plates, 199 mostly photographic plates (of which 4 double-page), illustrations, one folding panorama and 3 folding lithographic maps loose as issued (inserted in pocket at end of volume 2), errata slip, publisher's pictorial cloth gilt, rebacked preserving original spines, new endpapers [Rosove 305.B1; cf. Taurus 57], 4to, William Heinemann, 1909*

£1,000 - 1,500

€1,100 - 1,700

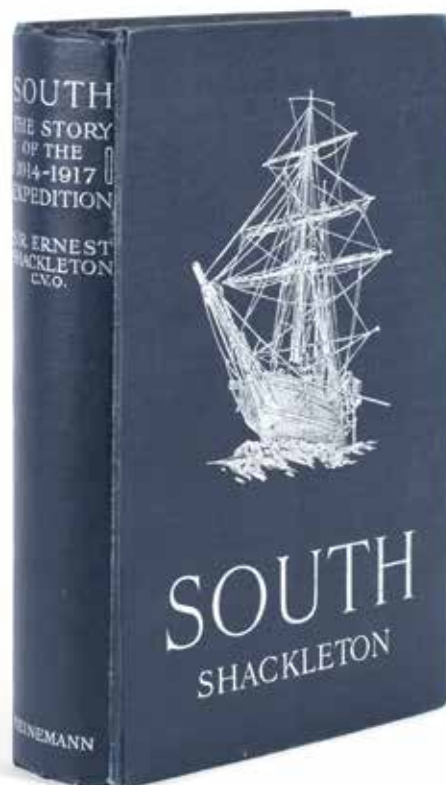
PRESENTATION COPY INSCRIBED BY SHACKLETON TO H.J.L. DUNLOP, CHIEF ENGINEER OF THE *NIMROD*, an important member of the expedition "who not only kept his department going smoothly on board but was the principal constructor of the hut" (*The Heart...*, vol.1, p.116). Dunlop is also acknowledged as one of those who contributed photographs ("secured often under circumstances of exceptional difficulty") used in the book. That illustrated here depicts "Marston trying to revive memories of other days".

Provenance

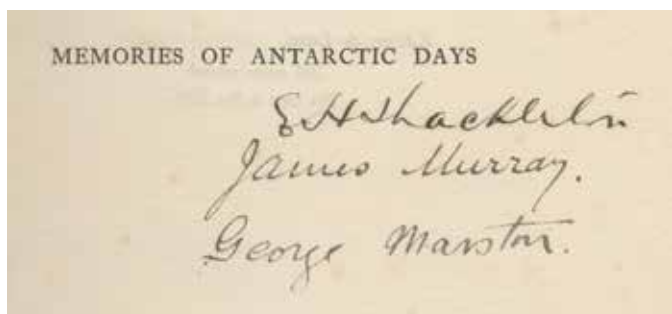
Henry Dunlop (1876-1931), presentation inscription by Shackleton in volume one, and Dunlop's inscription in volume 2; by descent to the present owner.



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SHACKLETON (ERNEST HENRY)

South. The Story of Shackleton's Last Expedition 1914-1917, FIRST EDITION, FIRST ISSUE, with errata slip, colour frontispiece, plates (mostly photographic by Frank Hurley), large folding map (short tear), publisher's blue pictorial cloth gilt, upper cover lettered and stamped with image of 'Endurance' in silver gilt, extremities slightly rubbed gilt fresh [Spence, p.49; Taurus Collection 105], 8vo, William Heinemann, 1919

£600 - 800

€680 - 910

Provenance

Henry J.L. Dunlop (1876-1931), Chief Engineer on the *Nimrod*; by descent to the present owner.

See illustration on preceding page.

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MURRAY (JAMES) AND GEORGE MARSTON

Antarctic Days. Sketches of the Homely Side of Polar Life by Two of Shackleton's Men... Introduced by Sir Ernest Shackleton, NUMBER 208 OF 280 DE LUXE COPIES, SIGNED BY MURRAY, MARSTON AND SHACKLETON, 4 mounted colour plates after watercolours by C. Day (with captioned tissue guards), 33 full-page plates (some photographic), illustrations, publisher's cloth, colour plate mounted on upper cover (as issued), t.e.g., small stains on spine, slightly rubbed [Spence 830; Taurus 61], 4to, Andrew Melrose, 1913

£2,000 - 3,000

€2,300 - 3,400

LIMITED DE LUXE EDITION of an important account of the Shackleton's *Nimrod* expedition. "For the first time an unofficial, and therefore more human document, is presented to the public ... I would advise anyone who wants to get to the kernel of the life of a Polar explorer to read the book" (Shackleton, Introduction).

Provenance

Henry J.L. Dunlop (1876-1931), Chief Engineer on the *Nimrod*; by descent to the present owner.

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TERRA NOVA

A Dunn Bennett bone china plate from the ward room of the *Terra Nova*, border in cobalt and gilt, with the expedition emblem "British Antarctic Expedition Terra Nova R.Y.S." in a band surrounding a penguin standing on the Pole on the rim, maker's marks on verso, diameter approximately 240mm.

£2,000 - 3,000

€2,300 - 3,400

134

TERRA NOVA

A Dunn Bennett bone china side plate from the ward room of the *Terra Nova*, border in cobalt and gilt, with the expedition emblem "British Antarctic Expedition Terra Nova R.Y.S." in a band surrounding a penguin standing on the Pole on the rim, maker's marks on verso obscured by typed label (see below), diameter approximately 165mm.

£1,000 - 1,500

€1,100 - 1,700

A typed note pasted on the verso reads, "This plate was carried to Pole & found in tent with Scott, Wilson & Bowers who had died 29 March, Evans & Capt. Oates having died previously. Williamson of Relief Party gave this to Bargent."



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135 •

CHERRY-GARRARD (APSLEY)

The Worst Journey in the World. Antarctic 1910-1913, 2 vol., FIRST EDITION, half-titles, 48 plates (6 colour, 10 folding panoramas), 5 maps (4 folding), very small tears to extreme fore-margin of 3 or 4 folding images, first gathering of volume 1 slightly loose, publisher's cloth-backed blue-grey boards, paper spine labels (with additional set tipped-in), rubbed, sides soiled, labels frayed [Spence 277; Taurus 84], 8vo, Constable & Co., 1922

£700 - 900

€790 - 1,000

First edition of a classic work of literature from the Heroic Age of Antarctic exploration, recounting Cherry-Garrard's Winter Journey, as part of the Terra Nova expedition "to obtain specimen eggs from the emperor penguin rookery at Cape Crozier.... a hazardous round trip of 120 miles in darkness, at temperatures in excess of -70 °F, an exploit which is still without parallel in the annals of polar exploration... later Scott described their journey as 'the hardest that has ever been made'" (ODNB).

136

CHERRY-GARRARD (APSLEY)

A pair of lambskin inner mittens, with attached cotton drawstrings, belonging to Cherry-Garrard, a few old transferred rust-marks to one glove, small tear to the other, mounted in box frame, gloves approximately 270 x 245mm., [c.1910]

£1,500 - 2,000

€1,700 - 2,300



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"My clothing had frozen hard as I stood... For four hours I had to pull with my head stuck up, and from that time we all took care to bend down into a pulling position before being frozen in. By now we had realized that we must reverse the usual sledging routine and do everything slowly, wearing when possible the fur mitts which fitted over our woollen mitts, and always stopping whatever we were doing, directly we felt that any part of us was getting frozen, until the circulation was restored" (Cherry-Garrard, *The Worst Journey in the World*, 1922, vol.1, p.238).

Apsley Cherry-Garrard was the second youngest member to accompany Scott's *Terra Nova* expedition to Antarctica, in the capacity of assistant zoologist. In 1911 he, together with Bowers and Wilson, made the winter journey to the penguin rookery at Cape Crozier in order to obtain specimen eggs which, on the return journey were wrapped in the explorers' gloves to keep from cracking.

Provenance

Apsley Cherry-Garrard (1886-1959); by descent; Christie's, Exploration and Travel Sale, 17 September 1999, lot 254.



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PONTING (HERBERT GEORGE)

"The 'Terra Nova' in McMurdo Sound", *blue-green carbon print, some surface crackling to emulsion in the dark areas, 75mm. tear in centre of upper margin, a few small abrasions, and light rubbing at extreme edges, 552 x 730mm., [January, 1911]*

£2,000 - 4,000

€2,300 - 4,500

Fine Art Society Exhibition, No. 25, "...shows a berg in the last stage of decay...in this condition the ice frequently assumes the most beautiful shapes imaginable..."

"During those midnight days, when others slept and only the night watch and I were awake, some of the most memorable of my Antarctic experiences befell me. It was in those 'night' hours, too, as the sun paraded round the southern heavens, that I secured some of the best of my Polar studies. One of these was 'The Death of an Iceberg' [alternative title to our image]-- which represents a berg in the last stage of decay, from the action of the sun and currents" (H.G. Ponting, *The Great White South*, 1924, p.69).

Provenance

Griffith Taylor (1880-1963), the lead geologist on the *Terra Nova* Expedition. A 13-line pencil note about the picture is loose mounted on the verso of the frame. Griffiths notes that "in the distance are the peaks of the Royal Society Range (in the SW corner of the Ross Sea)... in foreground the effects of the sun on a fringe of land ice..."

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



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138 *

PONTING (HERBERT GEORGE)

"The Terra Nova at the Ice Foot, Cape Evans", *carbon print, signed "H.G. Ponting" lower left, mounted on board, image to view 445 x 305mm.*, [1911]

£3,000 - 4,000
€3,400 - 4,500

The *Terra Nova* at the ice foot, as close to the hut as possible to enable Scott's team to unload stores. "There is a remarkable stillness about this image... It would have been relatively warm and at this time of year Ponting would have been able to use the time to take picturesque photographs. The gentle curve of the icicles mirrors the shape of the ship" (David Hempleman-Adams, *The Heart of the Great Alone. Scott, Shackleton and Antarctic Photography*, 2009). Fine Art Society Exhibition catalogue, no.27.

Provenance

Estate of A.C. Brustad, who acquired this work in 1923 when working for a whaling company in the Antarctic (provenance note on verso of frame). Brustad participated in Richard Byrd's first Antarctic expedition, as a crew member on board the *City of New York* when it sailed from Dunedin to the Bay of Whales in February 1930 to embark the Winter Party (see Byrd, *Little America*, 1930, Brustad featuring in crew list).



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139 *

PONTING (HERBERT GEORGE)

"Dog Team Resting by an Iceberg", *black toned carbon print, on card, photographer's blind-stamped signature lower right, labels on verso, mounted, framed and glazed, image 735 x 533mm.*, [1911]

£4,000 - 6,000
€4,500 - 6,800

A MAGNIFICENT VIEW, PRINTED IN THE LARGEST FORMAT ISSUED, of a sledge team resting beneath the Barne Glacier, which slopes down from Mount Erebus towards the west coast of Ross Island, taken by Ponting in Spring 1911. In *The Great White* Ponting recorded his thoughts on facing the glacier, "The prospect that opened out was of arresting grandeur... It was not so much the austere beauty of the scene that so dominated me, as its utter desolation, and its intense and wholly indescribable loneliness. I stood awhile beneath the shivering stars, with every sense alert, striving to detect some sound; but the stillness about me was profound".

Fine Art Society Exhibition catalogue, no.80. The F.A.S. made available the Ponting photographs in four sizes, the current example being the largest format, originally available at £2.2s.0d. (the smallest at 15 inches was sold at 10s.6d.).

Provenance

Fine Art Society printed label (title and number added in later hand); Robertson & Moffat label with the details added in ink "Photograph (Scott Antarctic Expedition 1910-1913. Dog Team)... by Herbert G. Ponting, F.R.G.S.". An exhibition of Ponting's Antarctic photographs was held in the Robert & Moffat's showrooms in Perth, Western Australia in November 1914.



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PONTING (HERBERT GEORGE)

"An Iceberg off Cape Royds", large blue toned carbon print, blindstamped signature of the photographer in lower right, mounted, framed and glazed in the original F.A.S. frame, image to view 585 x 735mm., [1911]

£2,000 - 3,000

€2,300 - 3,400

"A good illustration of the appearance of a tabular berg newly 'calved' away from the Great Ice Barrier... the berg is about a hundred feet high, and as only about the eighth part is visible above water, there are some seven hundred feet of ice below the surface. In the distance the peaks of the Western Mountains can be seen" (Fine Art Society Exhibition catalogue, no.117)

The F.A.S. made available the Ponting photographs in four sizes, the current example being the largest format, originally available at £2.2s.0d. This copy in an original F.A.S. frame, which were also available at various prices "ranging from one guinea downwards".



142

141 *

PONTING (HERBERT GEORGE)

"Summertime, the Opening-up of the Ice", *blue-toned carbon print, some light spotting, window-mounted on board, Ponting's blindstamp lower right, image 580 x 735mm.*, [1910-1911]

£2,000 - 4,000
€2,300 - 4,500

A classic image showing Adelie penguins on the Summer ice. Ponting's "Animal studies... necessitated weeks of patient watching for opportunities. Many days were spent, in temperatures well below zero, camping out on the ice, and hours of waiting, almost motionless, beside the camera, to secure records of curious habits, never before illustrated" (F.A.S. exhibition catalogue).

Provenance

Fine Art Society Exhibition label (most torn away) on verso. This was No. 87 in the F.A.S. catalogue.

142 *

PONTING (HERBERT GEORGE)

"The Terra Nova at the Ice-Foot, Cape Evans", *blue toned carbon print, signed by Ponting (lower left) and with his blindstamp (lower right), on original mount, 12 single wormholes, small piece (c.20 x 15mm.) missing from extreme left hand margin, thin light horizontal red stain in sea/ice area, image 740 x 585mm.*, [January, 1911]

£2,000 - 4,000
€2,300 - 4,500

Provenance

Fine Art Society Exhibition label, with manuscript caption and catalogue number ("no.27"), pasted on verso.



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143

143

PONTING (HERBERT GEORGE)

A group of 35 vintage gelatin silver and platinum contact prints depicting the British Antarctic Expedition, or 'Terra Nova Expedition', led by Robert Falcon Scott, *all loose mounted in an album, ink title on first page "With Scott to the South Pole", a few with small marks or creases but generally tones exceptionally good, pencil number on verso, images mostly 125 x 178mm., 7 smaller 128 x 140mm., twentieth century cloth-backed board album, upper hinge cracked, small 4to, [1910-1911]*

£2,000 - 4,000

€2,300 - 4,500

Herbert Ponting spent "a gruelling fourteen months at the hut at Cape Evans, building himself a small photographic darkroom in order to develop film and store his camera equipment. He produced over one thousand photographs during his stay in Antarctica which explore the Antarctic landscape and wildlife, whilst also visually documenting day-to-day expedition life" (Royal Geographical Society website).

The group includes: Dr. Atkinson and Clissold hauling up the fish trap, forty degrees below zero; Oates and Meares at the Blubber Stove in the Stables; Dr. Atkinson's dog sledge team landing stores; Evans and two companions with skis and furs on the ice pack; full-length portrait of Scott on the ice; View of the deck of the *Terra Nova* with dogs; The camp hut and Mount Erebus by moonlight; The *Terra Nova* (6, including from the Ice cave; at the ice foot, Cape Evans); close-up studies of penguins (5); groups of penguins on the ice (3); a seal on the ice.

These smaller format contact prints, mostly with very good tonal range, allow for much greater sharpness and clarity of detail than the enlargements.

Provenance

S.L. Holmes, North Finchley, London, address inside upper cover; by descent to the present owner.



144

144 *

HURLEY (FRANK)

"A Cavern beneath the Coastal Ice Cliffs", *blue-toned carbon print, mounted on board, Fine Art Society label on verso with title and reference number 95 supplied in manuscript, 430 x 580mm., [1911-1914]*

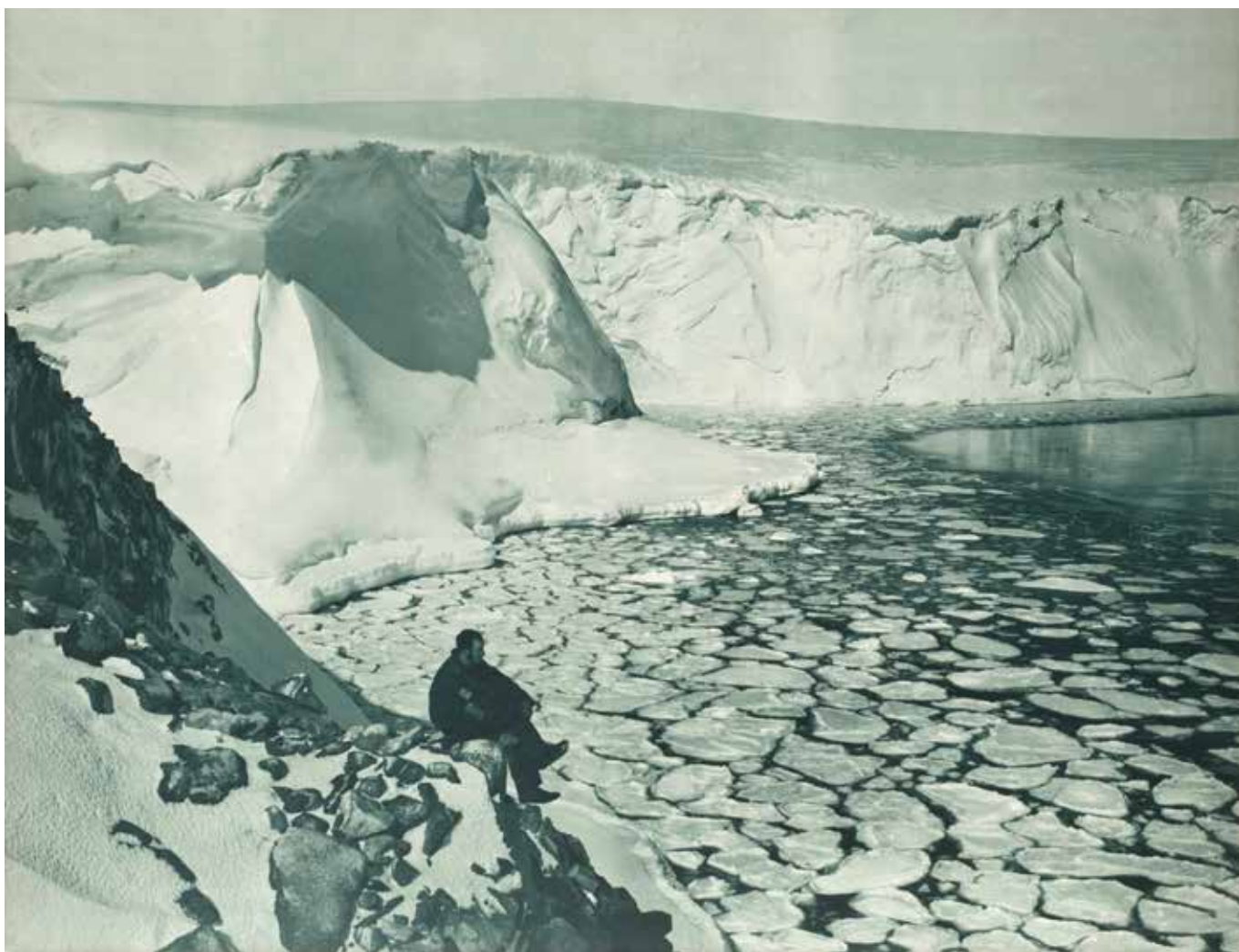
£10,000 - 15,000

€11,000 - 17,000

A REMARKABLE AND STRIKING IMAGE, taken by Hurley in Adélie Land during Douglas Mawson's Australasian Antarctic Expedition. The figure in the centre is Leslie Whetter (1888-1955), surgeon on the expedition. Reproduced in Mawson's *Home of the Blizzard*, [1915], with the caption "On the frozen sea in a cavern eaten out by the waves under the coastal ice-cliffs."

Provenance

Sir Douglas Mawson, and by descent; private collection.



145

145 *

HURLEY (FRANK)

"Lotus floe 'neath the Barrier Brink", blue-toned carbon print, mounted on board, Fine Art Society label on verso with title and reference number 53 supplied in manuscript, Mawson estate stamp on verso and further annotations, 565 x 720mm., [1911-1914]

£7,000 - 9,000

€7,900 - 10,000

The annotation on verso further identifies the scene as "portion of a panorama at Lands End, Bickerton in the view / Pancake ice." The official title derives from a line of a poem in Mawson's *Home of the Blizzard*.

Frank Bickerton (1889-1954) remains a relatively little-known figure. He accompanied the Australasian Antarctic Expedition as engineer and was responsible for the pioneering uses of both a wingless aeroplane for towing sledges and wireless telegraphy in the Antarctic. His aeronautical prowess continued when he served as a fighter pilot during both world wars, first with the Royal Flying Corps and then with the RAF. Mawson described Bickerton as a "hero".

Provenance

Sir Douglas Mawson, and by descent, estate stamp and annotation on verso; private collection.



146

146 *

HURLEY (FRANK)

"An Antarctic Mushroom", *blue-toned carbon print, mounted on board, Fine Art Society label on verso with title and reference number 42 supplied in manuscript, 400 x 550mm., [1913]*

£6,000 - 8,000

€6,800 - 9,100

Hurley's photograph of this remarkable phenomenon was reproduced in *The Home of the Blizzard* with the caption "An ice mushroom amongst the Mackellar Islets". The formation, apparently common along the Adelie Land Coast, is built up of frozen spray. Mawson discovered the Mackellar Islands and named them after a patron of the Australasian Antarctic Expedition.

Provenance

Sir Douglas Mawson, and by descent; private collection.



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147

HURLEY (FRANK)

"Snow Petrel on the nest, Cape Denison", *gelatin silver print, mounted on board, Fine Art Society label on verso with title and reference number 85 supplied in manuscript, lower right corner neatly repaired, 330 x 450mm., [1911-1914]*

£1,500 - 2,500
€1,700 - 2,800

Hurley commented on trying to photograph snow petrels, "These beautiful birds allowed me to approach within a few yards... and secure a photograph. [But] my camera is a bugbear and using it is a nightmare. Every time I have to set the shutter, I have to take a number of tiny screws from the front and bend the mechanism into shape - and with frostbitten fingers!" (quoted by Robert Macfarlane in *Sydney Morning Herald*, 2 November 2011).



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148

SHACKLETON (ERNEST HENRY)

Film poster for 'La morte de Shackleton. Dernière expédition à bord du "Quest". Document unique... enfants admis', depicting Shackleton's ship "Quest" in the Polar ice, *lithographed printed in colours, small revenue tax stamp pasted on image, short tear repaired at upper margin, laid on linen, poster size 945 x 565mm., Antwerp, F. De Smet, [1924]*

£600 - 900
€680 - 1,000

Scarce film poster for the first screening in Belgium (at the Cinema Zoologie, Antwerp, 22-23 June 1924) of a film about the death of E.H. Shackleton during the Shackleton-Rowlett expedition on the "Quest".

149 *

DOMINO SET

Set of miniature dominoes reputedly taken to the Antarctic by Shackleton, 28 tiles, *bone mounted on hardwood blocks, contained within original wooden box (60 x 95 x 20mm.), inscribed on the base as below; sold as an association item*

£600 - 800
€680 - 910

Provenance

Edward Shackleton (1911-1994), inscribed on the base "1928 Shackleton, St. Peter's College, Radley"; given by him to Ben Perkins, his peer at Oxford, with the explanation that he had received them from his father Ernest upon his return from the Antarctic; thence to Perkins' daughter; private collection.

END OF SALE

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CHINA AND SIAM

THROUGH THE LENS OF JOHN THOMSON

13 APRIL - 23 JUNE 2018

THE
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- FIRST London exhibition of master photographer John Thomson
- FIRST exhibition to encompass Thomson's 10 years in Asia

The first London exhibition devoted to the Scottish photographer John Thomson (1837-1921) and his photography in Asia will be shown from 13 April - 23 June 2018 at the Brunei Gallery, SOAS. Thomson's photography of China, Siam (Thailand) and Cambodia was widely praised by his peers and continues to enthuse new audiences today. Widely credited as one of the greatest travel photographers and precursor to photojournalism, Thomson was the first photographer to record Angkor Wat and these striking images are included in the exhibition. The images are from newly discovered negatives held at the Wellcome Library, London.



John Thomson (1837-1921) was a Scottish photographer and writer who set off for Asia in 1862. Over the next ten years he undertook numerous journeys photographing countries including Siam, Cambodia and various provinces of China. Photographs from these journeys form one of the most extensive records of any region taken in the nineteenth century. The range, depth and aesthetic quality of John Thomson's vision mark him out as one of the most important travel photographers whose influence is still felt today.

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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 or any other fees payable by the *Buyer*, which are detailed in paragraph 7 of the *Notice to Bidders*, below. *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. For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* of *Lots*:

25% up to £175,000 of the *Hammer Price*
20% from £175,001 to £3,000,000 of the *Hammer Price*
12.5% from £3,000,001 of the *Hammer Price*

Storage and handling charges may also be payable by the *Buyer* as detailed on the specific *Sale* Information page at the front of the catalogue.

Payment by credit card, company debit cards and debit cards issued by a non-UK bank will be subject to a 2% surcharge on the total value of the invoice.

The *Buyer's Premium* and all other charges payable to us by the *Buyer* are subject to VAT at the prevailing rate, currently 20%.

VAT may also be payable on the *Hammer Price* of the *Lot*, where indicated by a symbol beside the *Lot* number. See paragraph 8 below for details.

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, shown beside the *Lot* number, 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*. Payments made by anyone other than the registered *Buyer* will not be accepted. *Bonhams* reserves the right to vary the terms of payment at any time.

Bonhams' preferred payment method is by 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.

Payment may also be made by one of the following methods:

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 and should be made payable to Bonhams 1793 Limited.

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes or coins 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 or notes; this limit applies to both payment at our premises and direct deposit into our bank account.

Debit cards (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only). There is no limit on payment value if payment is made in person using Chip & Pin verification.

Payment by telephone may also be accepted up to £5,000, subject to appropriate verification procedures, although this facility is not available for first time buyers. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid by other means.

Credit cards (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only). There is a £5,000 limit on payment value if payment is made in person using Chip & Pin verification.

It may be advisable to notify your debit or credit card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, please contact our Customer Services Department.

10. COLLECTION AND STORAGE

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

11. SHIPPING

For information and estimates on domestic and international shipping as well as export licenses please contact Alban Shipping on +44 (0) 1582 493 099 enquiries@albanshipping.co.uk

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

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.

Olt 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.
- 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*, it's fitness for any purpose and its conformity with any *Description* is limited. You are strongly advised to examine the *Lot* for yourself and/or obtain an independent examination of it before you buy it.

1 THE CONTRACT

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

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8	FAILURE TO PAY FOR THE LOT	9	THE SELLER'S LIABILITY	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	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 <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or	12.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
10.3.2	Unless you buy the <i>Lot</i> as a <i>Consumer</i> , in any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i>) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	it can be established that the <i>Lot</i> is a non-conforming <i>Lot</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or	12.8	In this agreement "including" means "including, without limitation".
	You may wish to protect yourself against loss by obtaining insurance.	the <i>Lot</i> comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or	12.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
10.4	Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.	the <i>Lot</i> was listed in the <i>Catalogue</i> under "collections" or "collections and various" or the <i>Lot</i> was stated in the <i>Catalogue</i> to comprise or contain a collection, issue or <i>Books</i> which are undescribed or the missing text or illustrations are referred to or the relevant parts of the <i>Book</i> contain blanks, half titles or advertisements.	12.10	Reference to a numbered paragraph is to a paragraph of this agreement.
11	BOOKS MISSING TEXT OR ILLUSTRATIONS Where the <i>Lot</i> is made up wholly of a <i>Book</i> or <i>Books</i> and any <i>Book</i> does not contain text or illustrations (in either case referred to as a "non-conforming <i>Lot</i> "), we undertake a personal responsibility for such a non-conforming <i>Lot</i> in accordance with the terms of this paragraph, if: the original invoice was made out by us to you in respect of the <i>Lot</i> and that invoice has been paid; and you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a non-conforming <i>Lot</i> , and in any event within 20 days after the <i>Sale</i> (or such longer period as we may agree in writing) that the <i>Lot</i> is a non-conforming <i>Lot</i> ; and within 20 days of the date of the relevant <i>Sale</i> (or such longer period as we may agree in writing) you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a non-conforming <i>Lot</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> . but not if: the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> indicates that the rights given by this paragraph do not apply to it; or	If we are reasonably satisfied that a <i>Lot</i> is a non-conforming <i>Lot</i> , we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> and <i>Buyer's Premium</i> paid by you in respect of the <i>Lot</i> . The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.	12.11	Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
			12.12	Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
		12 MISCELLANEOUS	13	GOVERNING LAW All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
		12.1 You may not assign either the benefit or burden of this agreement.		DATA PROTECTION – USE OF YOUR INFORMATION Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our <i>Website</i> www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from info@bonhams.com.
		12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.		APPENDIX 3
		12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.		DEFINITIONS AND GLOSSARY Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.
		12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.		LIST OF DEFINITIONS "Additional Premium" a premium, calculated in accordance with the <i>Notice to Bidders</i> , to cover <i>Bonhams' Expenses</i> relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the <i>Buyer</i> to <i>Bonhams</i> on any <i>Lot</i> marked [AR] which sells for a <i>Hammer Price</i> which together with the <i>Buyer's Premium</i> (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the <i>Sale</i> using the European Central Bank Reference rate prevailing on the date of the <i>Sale</i>). "Auctioneer" the representative of <i>Bonhams</i> conducting the <i>Sale</i> .
		12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.		
		12.6 References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.		

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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**South Africa -
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Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Paddle number (for office use only)

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

Data protection – use of your information

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

Credit and Debit Card Payments

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

Notice to Bidders.

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

If successful

I will collect the purchases myself ☐

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

Sale title: Travel & Exploration		Sale date: 7 February 2018													
Sale no. 24423		Sale venue: Knightsbridge													
<p>If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.</p> <p>General Bid Increments:</p> <table><tr><td>£10 - 200by 10s</td><td>£10,000 - 20,000by 1,000s</td></tr><tr><td>£200 - 500by 20 / 50 / 80s</td><td>£20,000 - 50,000by 2,000 / 5,000 / 8,000s</td></tr><tr><td>£500 - 1,000by 50s</td><td>£50,000 - 100,000by 5,000s</td></tr><tr><td>£1,000 - 2,000by 100s</td><td>£100,000 - 200,000by 10,000s</td></tr><tr><td>£2,000 - 5,000by 200 / 500 / 800s</td><td>above £200,000at the auctioneer's discretion</td></tr><tr><td>£5,000 - 10,000by 500s</td><td></td></tr></table> <p>The auctioneer has discretion to split any bid at any time.</p>				£10 - 200by 10s	£10,000 - 20,000by 1,000s	£200 - 500by 20 / 50 / 80s	£20,000 - 50,000by 2,000 / 5,000 / 8,000s	£500 - 1,000by 50s	£50,000 - 100,000by 5,000s	£1,000 - 2,000by 100s	£100,000 - 200,000by 10,000s	£2,000 - 5,000by 200 / 500 / 800s	above £200,000at the auctioneer's discretion	£5,000 - 10,000by 500s	
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£5,000 - 10,000by 500s															
Customer Number		Title													
First Name		Last Name													
Company name (to be invoiced if applicable)															
Address															
City		County / State													
Post / Zip code		Country													
Telephone mobile		Telephone daytime													
Telephone evening		Fax													
Preferred number(s) in order for Telephone Bidding (inc. country code)															
E-mail (in capitals)															
By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.															
I am registering to bid as a private buyer <input type="checkbox"/>		I am registering to bid as a trade buyer <input type="checkbox"/>													
If registered for VAT in the EU please enter your registration here: □□ / □□□ - □□□□ - □□		Please tick if you have registered with us before <input type="checkbox"/>													

Please note that all telephone calls are recorded.

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

FOR WINE SALES ONLY	
Please leave lots "available under bond" in bond <input type="checkbox"/>	Please include delivery charges (minimum charge of £20 + VAT) <input type="checkbox"/>

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

Your signature:

Date:

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

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

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

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

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UK/09/17



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