

THE MARINE SALE

Wednesday 18 April 2018



Bonhams

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THE MARINE SALE

Wednesday 18 April 2018 at 2pm
Knightsbridge, London

BONHAMS

Montpelier Street
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London SW7 1HH
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CATALOGUE

£15

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

Please see back of catalogue for important notice to bidders

ILLUSTRATIONS

Front cover: Lot 61
Inside front cover: Lot 84
After end paper: Lot 33
Back cover: Lot 10
Inside back cover: Lot 89
Before end paper: Lot 25
Index: Lot 98

IMPORTANT INFORMATION

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



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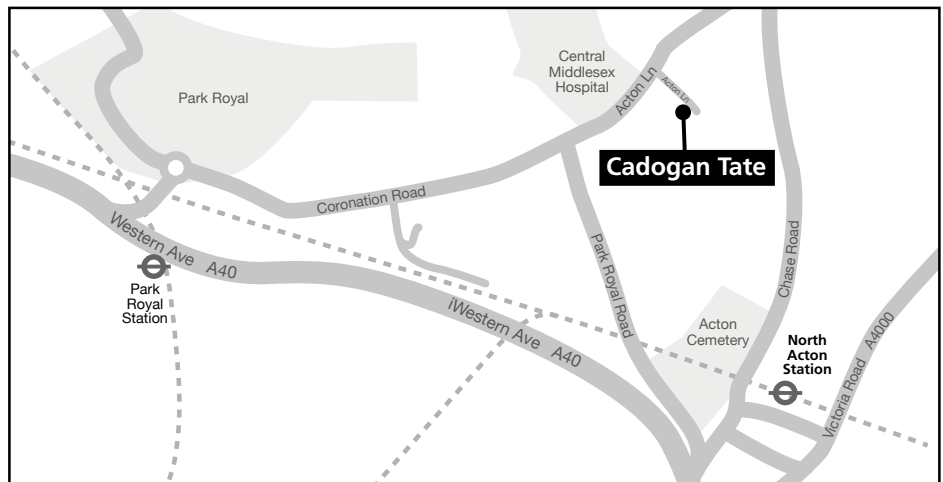
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BUYERS COLLECTION & STORAGE AFTER SALE LOTS MARKED TP

All sold lots marked TP will be removed
to Cadogan Tate 241 Acton Lane,
London, NW10 7NP from 9am
Thursday 19 April 2018.

All sold TP lots will be available for
collection from Cadogan Tate from
12pm Friday 20 April 2018 and then
every working day between
9am and 4.30pm

Collections are by appointment only
& a booking email or phone call are
required in advance to ensure lots
are ready at time of collection,
photographic id will be required at
time of collection & if a third party is
collecting written authorisation from
the successful buyer is required in
advance. Photographic id of the third
party will be requested at the time of
collection.

To arrange a collection time
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time of collection.

All other sold lots will remain in the
collections department at Bonhams
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less than 14 calendar days from
the sale date 18 April 2018. Lots
not collected by 5.30pm Tuesday
1 May 2018 will be returned to the
department storage charges may
apply.

STORAGE AND HANDLING CHARGES ON SOLD LOTS TRANSFERRED TO CADOGAN TATE

Storage

Storage will be free of charge for
the first 14 calendar days from &
including the sale date Wednesday
18 April 2018. Charges will
apply from 9am Wednesday
2 May 2018.

Storage Charges

Pictures & Small Objects:
£2.85 per day + VAT
Furniture, Large Pictures &
Large Objects:
£5.70 per day + VAT

(Please note that charges apply
Every day including weekend &
public holidays)

Handling

After the first 14 calendar days
following the sale, the following
handling charges apply:
£21.00+VAT per lot for Pictures &
Small Objects
£42.00 +VAT per lot for Furniture,
Large Pictures & Large Objects

Loss and Damage

Extended Liability cover for the value
of the Hammer Price will be charged
at 0.6% but will not exceed the total
value of all other transfer and storage
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day including weekends and Public
Holidays)

VAT

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

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

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

Y These lots are subject to CITES
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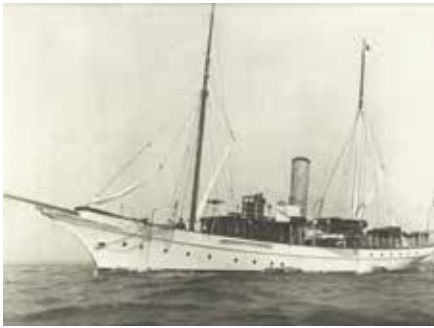
All charges due to Cadogan
Tate must be paid by the time of
collection from their warehouse.

Payment in Advance

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

Payment at time of collection by:

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



1



1



1



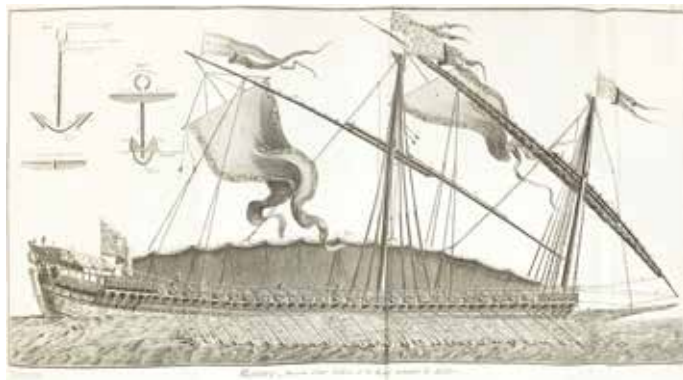
1



1



1



2

1

A LARGE ARCHIVE OF THE SHIP AND BOAT BUILDERS PHOTOGRAPHS FROM THE THORNYCROFT WORKS, ENGLISH, FIRST HALF OF THE 20TH CENTURY,

Including approximately 1200 black and white gelatin silver 6 by 8 in prints of a wide range of Thornycroft vessels including naval ships, steam and sailing yachts, river cruisers, submarines, commercial and pleasure boats, each mounted on card with details written in manuscript of the reverse, several printed with the stamp "Negative Destroyed", together with approximately 70 framed photographs of similar vessels, engineering works and staff portraits.

£1,500 - 2,000
€1,700 - 2,200
US\$2,100 - 2,800

Thornycroft, founded in 1864 in Chiswick by John Isaac Thornycroft, became one of the great British manufacturing enterprises, building a diverse range of vessels for military, commercial and pleasure markets around the world. Thornycroft's life and work may have been informed by a wider range of impulses than most engineers: his parents and his brother Hamo were professional sculptors, and his nephew was the poet Siegfried Sassoon. In its first 10 years the yard had a very modest production, mostly building steam launches and steam yachts. The breakthrough came in 1873, when the firm built the small steel torpedo craft *Rap* for the Navy of Norway, followed by similar boats for other navies, and by H.M.S. *Lightning* for the Royal Navy in 1877. Torpedoes and torpedo boats were seen as weapons of the future

and throughout the 1870s and 1880s the Thornycroft yard became a major supplier to a number of navies. Thornycroft's shipbuilding works were transferred from Chiswick to Southampton in 1904, and the firm built on its success to become a world leader in the design and construction of ships.

2

DIDEROT (DENIS) AND JEAN LE ROND D'ALEMBERT,

A collection of 43 engraved plates of naval subjects from the "Encyclopédie", *calf, re-backed, folio* [Geneva, c.1757-1779]

£400 - 600
€450 - 670
US\$550 - 830



3



4

3 TP

A SHIP BUILDER'S MODEL OF A PRIVATE STEAM YACHT, ENGLISH, CIRCA 1905,

the wooden model with projecting bowsprit painted black above the waterline and maroon below, gilt-metal fittings and two truncated masts, identification plate reads "*Designed by AMO - 14 Feb. 1905*", in mirror backed glazed mahogany case, 24 1/2 x 114 x 9 1/2 ins (61cm x 290 x 24cm)

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

4 TP Y Φ

A SHIP BUILDER'S HALF-BLOCK MODEL OF THE STEAM TRAWLER BLAKKUR, ENGLISH, CIRCA 1931,

the natural wood model painted black above the waterline,

superstructure with hand-drawn windows, portholes and hatches, details include lifeboat on davits, nickel-plated winches, windlass and rails, and trawler boards. In mirror backed mahogany display case with ivory maker's plaque, 17 x 44 x 6 1/5 ins (43.5 x 112 x 16.5cm)

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

The *Blakkur* steel steam trawler with 99 Hp measured 47 ft, and moved at a speed of 11 knots. It was built in 1931 by the Shipyard Cook, Welton and Demmel Ltd in Beverley Hull, on behalf of the shipyard Rinovia Steam Fishing Company. It was registered in Grimsby under the number GY378 and was requisitioned in 1938 by the Royal Navy to turn it into a mine hunter under the name of H.M.T. *Rinovia*. In November 1940 she was blown up by a mine and sank.



5



6

5 TP Y Φ

A SHIP BUILDER'S MODEL OF THE STEAM TRAWLER *LOLIST*, ENGLISH, CIRCA 1914,

the natural wood model painted black above the waterline and pink below, with superstructure drawn with doors, portholes and hatches, gilt-metal ventilator, winches, windlass and brackets and ivory trawl boards, mounted in mirror backed glazed mahogany case complete with maker's plaque, 18 1/2 x 40 1/2 x 6 1/2 ins (47.5 x 103 x 16.5cm)

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

The steel steam trawler *Lolist* was built in 1914 by the shipyard Smith's Dock Co Ltd, Middlesbrough on behalf of the shipyard William Robbins & Sons Ltd, in Lowestoft. It measured 32 m, and was equipped with a three-cylinder steam engine. It was registered at the district of Lowestoft under the Number LT 427 in November 1914. From 1917 to 1919 it was requisitioned, and used for a Fishery Reserve. In November 1924, it collided with the steam trawler *Pride*, with no casualties. In 1932 she was sold to the shipyard Bilton & Sons Ltd, in North Shields. In July 1937, while entering the port in thick fog, it seriously damaged its stern against the pier. It was sold in 1938 to the shipyard Den Fishing Co Ltd, in Dundee, before being resold in 1948 to the shipyard John Murray & L.G. Paterson in Buckie. It was sold to a scrapyard in 1952.

6 TP Y Φ

A SHIP BUILDER'S HALF-BLOCK MODEL OF THE MERCHANT SHIP *FLAMBRO*, ENGLISH, CIRCA 1887,

the wooden model painted black above the waterline and cream below, mahogany superstructure with raised bridge, skylights and boxwood hatch-covers, in glazed mahogany case with ivory maker's plaque, 16 x 86 1/2 x 9 ins (41 x 219 x 23cm)

£1,500 - 2,500
€1,700 - 2,800
US\$2,100 - 3,500

This boat was built on behalf of the ship-owner Smith Brothers & Co in 1887 by the shipyards W. Gray & Co with West Hartepool. It was repurchased in 1907 by the Spanish shipyard Cia. Naviera Uriarte and was renamed *Uriarte* No.6. Which explains that this half-model, also renamed, was given to the new ship-owner at the same time as the vessel. The *Flambro* steel cargo vessel measured 284 ft in length, 46 ft in width, and was equipped with a three-cylinder steam engine. It was lost at sea during a journey between Philadelphia and Sunderland, carrying a wheat cargo in December 1916.



7



8

7 TP

A SHIP BUILDER'S HALF-BLOCK MODEL OF THE CARGO VESSEL *ASCANIA*, ENGLISH, CIRCA 1887,

the wooden model painted black above the waterline and maroon below, details include two truncated masts, cabins, skylights and funnel, mounted on mahogany wall plaque, serial numbers *No.508 & No.509*, 83 1/2 ins (212cm) long x 15 1/2 ins (39.5cm) high

£1,000 - 1,500
€1,100 - 1,700
US\$1,400 - 2,100

The cargo vessel *Ascania*, was built in 1887 by Sir W.G. Armstrong, of Mitchell & Co Ltd on the site of Low Walker on behalf of the shipyard Hamburg-Amerika Linie, of Hamburg. She measured 3471.25 ins. and was equipped with a three-cylinder steam engine developing 210 Hp. She was commissioned in October 1887; and was shipwrecked in March 1924 after having struck an iceberg.

8 TP Y Φ

A SHIP BUILDER'S HALF-BLOCK MODEL OF THE THREE-MASTED SAILING SHIP *LOTA*, ENGLISH, CIRCA 1891,

the natural wood model of bread-and-butter construction painted black above the waterline with nickel-plated fittings and two lifeboats mounted on davits, in original glazed mahogany case with ivory maker's plate, 16 1/2 x 69 x 8 1/2 ins (42 x 175 x 22cm)

£1,500 - 2,500
€1,700 - 2,800
US\$2,100 - 3,500

Lota was built in 1891 by the shipyard Robert Thompson & Sons on behalf of the ship-owner C. Donald, Adams & Co of Greenock. It was sold in 1900 to the shipyard Turner, Edwards & Co. of Bristol, who resold it in 1912 to the Norwegian shipyard Hannevig Chr. In April 1915, it was transferred to the company Transatlantic Motor Ship Co. and was equipped with a diesel auxiliary engine. On 19th September 1915, it sank with it's cargo of oil during a Philadelphia to Marseilles crossing, off the coast of Sable Island (Canada).



9



10

9 TP

A SHIP BUILDER'S HALF-BLOCK MODEL OF THE CARGO VESSEL *BARDSEY*, ENGLISH, CIRCA 1899,

the wooden model painted black above the waterline and pink below, nickel-plated fittings including anchor, windlass, ventilators, davits, deck compass, and screw, in mirror backed mahogany case with maker's plaque, 20 x 94 1/2 x 9 1/2 ins (51 x 240 x 24cm)

£1,500 - 2,500
€1,700 - 2,800
US\$2,100 - 3,500

Bardsey was a steel steam cargo vessel which was built in 1899 by the shipyard Richardson, Duck & Co, Thornaby (Stockton-On-Tees) on behalf of the ship-owner Farrar, Groves & Co. Ltd, London. It measured 339 ft, and was equipped with a triple-expansion steam engine developing 240 Hp, allowing her maximum speed to be 11

knots. It was sold in 1915 to the shipyard Barnett & Co in London and renamed S.S. *Pentyrch*. It was used to transport coal between the Tyne and Genoa, before being torpedoed off the coast of Brighton in April 1918 by the UB40 and sank.

10

A PRISONER OF WAR BONE MODEL OF A 30 GUN FRIGATE, FRENCH, CIRCA 1800,

the three masted vessel with standing and running rigging, carved female figurehead, capston, ship's boat, helm, the galleried stern with string for gun retraction, on octagonal bone stand under modern Perspec display case the model 12 1/2 x 8 x 4in (32 x 20 x 10cm)

£6,000 - 10,000
€6,700 - 11,000
US\$8,300 - 14,000



WORKS FROM THE COLLECTION OF LORD IVAR MOUNTBATTEN LOTS 11 - 21

This collection of works by William Wyllie was originally purchased by Admiral of the Fleet Louis Alexander Mountbatten, 1st Marquess of Milford Haven, GCB, GCVO, KCMG, PC (1854 – 1921), formerly Prince Louis of Battenberg, photographed. After an illustrious career in the British Navy spanning over 40 years, he served as First Sea Lord from 1912 until the outbreak of the First World War. Considering the dates of these works, it seems likely that they were purchased directly from the artist, if not commissioned by Lord Louis Mountbatten himself.

The works have been with the Mountbatten family since, and now forms part of the collection of Lord Ivar Mountbatten.

11

WILLIAM LIONEL WYLLIE (BRITISH, 1851-1931)

At anchor

signed 'W L Wyllie' (lower right)

watercolour

26 x 42.5cm (10 1/4 x 16 3/4in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,400 - 2,100





12



13

12

WILLIAM LIONEL WYLLIE (BRITISH, 1851-1931)

Returning home

signed 'W L Wyllie' (lower left)

watercolour

26 x 42.5cm (10 1/4 x 16 3/4in).

£800 - 1,200

€900 - 1,300

US\$1,100 - 1,700

13

WILLIAM LIONEL WYLLIE (BRITISH, 1851-1931)

Gibraltar

signed 'W L Wyllie' (lower left)

watercolour

24 x 41.5cm (9 7/16 x 16 5/16in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,800 - 4,100



14

14

WILLIAM LIONEL WYLLIE (BRITISH, 1851-1931)

'The Grand Fleet steam past the King'
signed, inscribed with title and dated 'W L Wyllie 1914' (lower right)
watercolour
23 x 41.5cm (9 1/16 x 16 5/16in).

£3,000 - 5,000
€3,400 - 5,600
US\$4,100 - 6,900

15

WILLIAM LIONEL WYLLIE (BRITISH, 1851-1931)

'Onslow and N.Z.'
signed and inscribed with title 'W L Wyllie' (lower right)
watercolour
26 x 42.5cm (10 1/4 x 16 3/4in).

£600 - 800
€670 - 900
US\$830 - 1,100

16

WILLIAM LIONEL WYLLIE (BRITISH, 1851-1931)

HMS *New Zealand* under attack
signed and dated 'W L Wyllie/1916' (lower left)
watercolour
26 x 42.5cm (10 1/4 x 16 3/4in).

£1,500 - 2,000
€1,700 - 2,200
US\$2,100 - 2,800



15



16



17



18



19

17

WILLIAM LIONEL WYLLIE (BRITISH, 1851-1931)

'The last of the *Blücher*'
inscribed with title and signed 'W L Wyllie'
(lower right)

watercolour

26 x 42.5cm (10 1/4 x 16 3/4in).

£1,200 - 1,800

€1,300 - 2,000

US\$1,700 - 2,500

The large and powerful *Blücher* was the last armoured cruiser built for the Imperial German Navy and was completed in 1909. She was sunk by ships of the Royal Navy on 24th January 1915, at the battle of the Dogger Bank, with massive loss of life, but is remembered as one of the first British Naval successes of the Great War.

18

WILLIAM LIONEL WYLLIE (BRITISH, 1851-1931)

A destroyer under fire
signed and dated 'W L Wyllie/1917' (lower left)

watercolour

26 x 42.5cm (10 1/4 x 16 3/4in).

£1,200 - 1,800

€1,300 - 2,000

US\$1,700 - 2,500

19

WILLIAM LIONEL WYLLIE (BRITISH, 1851-1931)

The Battle of Jutland, 31 May 1916.
signed and dated 'W L Wyllie/1917' (lower right)

watercolour

38 x 74.5cm (14 15/16 x 29 5/16in).

£5,000 - 7,000

€5,600 - 7,900

US\$6,900 - 9,700



20

20

WILLIAM LIONEL WYLLIE (BRITISH, 1851-1931)

The first journey of *Victory*, 1778
 signed 'W L Wyllie' (lower right)
 oil on card laid to canvas
 41 x 34cm (16 1/8 x 13 3/8in).

£4,000 - 6,000

€4,500 - 6,700

US\$5,500 - 8,300



21

21

WILLIAM LIONEL WYLLIE (BRITISH, 1851-1931)

The last journey of *Victory*, 1922
 signed and dated 'W L Wyllie/1922' (lower left)
 watercolour and pen and ink with traces of pencil
 41.5 x 34cm (16 5/16 x 13 3/8in).

£5,000 - 7,000

€5,600 - 7,900

US\$6,900 - 9,700



22



22

22

TOMMASO DE SIMONE (ITALIAN, 1805-1888)

The auxiliary steam yacht *Valhalla* in fine conditions; The auxiliary steam yacht *Valhalla* in poor conditions, a pair each signed and dated 'De Simone/1908', and inscribed 'AUX.R.Y.VALHALLA' (lower left) gouache
45 x 65cm (17 11/16 x 25 9/16in).

£1,500 - 2,000
€1,700 - 2,200
US\$2,100 - 2,800

The magnificent *Valhalla*, 1,218 tons gross, was the only British steam yacht to carry a full ship rig and is believed by many to have been the finest example of a steam auxiliary ever built. Designed by W.C. Storey and built by Ramage & Ferguson at Leith for Captain J.F. Laycock in 1892, she is best known for her achievement of third place in the Kaiser's famous Trans-Atlantic Race of 1905 despite the competition afforded by the much faster schooners taking part. She had several owners, most notably the Earl of Crawford & Balcarres (from 1902-08), and she also did War service with the Royal Navy including a period at Limnos - in the Aegean - during the Gallipoli campaign. After the War she became a Spanish-owned fruit carrier but she was wrecked and sunk off Cape St. Vincent in 1922.



23



24

23

HENRY LOOS (BELGIAN, ACTIVE 1870-1894)

The *Duncrag* in coastal waters
signed, inscribed and dated 'Henry Loos. Antwerp 1891' (lower right)
oil on canvas
62 x 92cm (24 7/16 x 36 1/4in).

£1,200 - 1,800
€1,300 - 2,000
US\$1,700 - 2,500

24

CIRCLE OF TOMMASO DE SIMONE (ITALIAN, 1805-1888)

'Schooner *Thetis* of Foewy leaving Naples Bay 1875'
inscribed with title (lower centre)
oil on canvas
51 x 77cm (20 1/16 x 30 5/16in).

£1,200 - 1,800
€1,300 - 2,000
US\$1,700 - 2,500

JOHN CHRISTIAN SCHETKY (BRITISH, 1778-1874)

Captain Richard Bowen's 38-gun frigate *Terpsichore* engaging the mighty 136-gun Spanish 4-decker *Santissima Trinidad* on 1st March 1797, two weeks after the battle of Cape St. Vincent signed and indistinctly dated 'J C Schetky 18..' (lower right) oil on canvas
63.5 x 91.5cm (25 x 36in).

£8,000 - 12,000

€9,000 - 13,000

US\$11,000 - 17,000

Provenance

With David Messum Fine Art, London.
Private collection.

After some early successes, notably the battle of the 'Glorious First of June' (1794), the war with Revolutionary France and her allies was not going well for Great Britain as 1796 drew to a close. A Franco-Spanish expedition to Ireland was being prepared and the large but undermanned Spanish fleet was ordered to join its French counterpart already making for Brest. The Spaniards, under Admiral de Cordova, put to sea from Cartagena with twenty-seven ships-of-the-line in company with twelve frigates only to find Admiral Sir John Jervis lying in wait for them off Cape St. Vincent. On 13th February Jervis was joined by Commodore Nelson's squadron and, the following day, he brought the enemy to action in what proved a landmark victory despite the numerical superiority of Cordova's fleet. Aided by Nelson's tactical brilliance at a crucial moment in the battle, Jervis decimated the Spanish fleet and forced the remnants to withdraw to Cadiz. Jervis's flagship H.M.S. *Victory* emerged triumphant from the action and it was also the first occasion on which Nelson distinguished himself as a commander.

Quite early in the battle however, Nelson had noticed that Admiral de Cordova's flagship *Santissima Trinidad*, the largest wooden ship-of-war ever constructed, was bearing up in an attempt to deploy his windward division to better advantage. Nelson, in H.M.S. *Captain*, left his station in the line-of-battle and immediately gave chase, thereby setting in motion the chain of events which was destined to give him heroic status back in England. In the event, Nelson's attention was focussed on, firstly, the 112-gun *San Josef* and, secondly, the 80-gun *San Nicholas*, leaving other British vessels to deal with the Spanish flagship. Ship after ship engaged the enormous *Santissima Trinidad* and very nearly took her but for the intervention of Vice-Admiral Moreno, Cordova's second-in-command, who brought his leeward division to her defence.

Although *Santissima Trinidad* ultimately escaped from the scene, she was nevertheless badly damaged and under tow. Once his own fleet and its prizes were safely anchored in Lagos Bay, Jervis sent frigates out to try and find the valuable Spanish four-decker and, after a cat-and-mouse chase lasting almost a fortnight, she was finally engaged by the 38-gun frigate *Terpsichore* for several hours during the evening of 1st March. Although she proved too large for him to take, Captain Bowen's action was both daring and dangerous, and he received the highest praise from various superior officers, not least Nelson and Jervis. Sadly, his promising career was cut short when he was killed during Nelson's ill-fated attempt to take Santa Cruz de Tenerife in July 1797.



25



26



27

26

THOMAS WHITCOMBE (BRITISH, CIRCA 1752-1824)

A cutter in heavy seas, with a man-of-war beyond
oil on canvas

62 x 95cm (24 7/16 x 37 3/8in).

£2,500 - 3,500

€2,800 - 3,900

US\$3,500 - 4,800

27

AFTER WILLEM VAN DE VELDE THE YOUNGER, CIRCA 1800

The Dutch flagship *Eendracht* at sea in a moderate breeze
oil on board

26 x 34cm (10 1/4 x 13 3/8in).

£800 - 1,200

€900 - 1,300

US\$1,100 - 1,700

The *Eendracht* achieved notable fame in the middle-decades of the 17th century and led many fleets during the Anglo-Dutch Wars.

The original composition by Willem van de Velde the Younger and studio, oil on canvas, 40.6 x 58.5cm., is in the collection of the Duke of Buccleuch.



28



29

28

CIRCLE OF THOMAS LUNY (BRITISH, 1759-1837)

An armed cutter cruising off Cowes Castle, with a frigate in open water beyond

indistinctly signed and dated '.../1855' (lower left)

oil on canvas

24 x 31cm (9 7/16 x 12 3/16in).

£800 - 1,200

€900 - 1,300

US\$1,100 - 1,700

29

CIRCLE OF THOMAS LUNY (BRITISH, 1759-1837)

A three-masted ship in a squall

oil on panel

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

£600 - 800

€670 - 900

US\$830 - 1,100



30

30

CHARLES EDWARD DIXON (BRITISH, 1872-1934)

Shipping in the Pool of London
signed 'Charles Dixon' (lower left)
watercolour and bodycolour
54 x 73.7cm (21 1/4 x 29in).

£1,500 - 2,000
€1,700 - 2,200
US\$2,100 - 2,800



31



32

31

CHARLES EDWARD DIXON (BRITISH, 1872-1934)

'Off Rotherhithe'
signed, inscribed and dated 'Off Rotherhithe/Charles Dixon/04' (lower left)

watercolour heightened with white
26 x 76.5cm (10 1/4 x 30 1/8in).

£1,500 - 2,000
€1,700 - 2,200
US\$2,100 - 2,800

32

CHARLES EDWARD DIXON (BRITISH, 1872-1934)

'The Lower Pool'
signed, inscribed and dated 'The lower pool/Charles Dixon/03' (lower left)

watercolour heightened with white
28 x 78.5cm (11 x 30 7/8in).

£1,500 - 2,000
€1,700 - 2,200
US\$2,100 - 2,800



33



34

33

CHARLES EDWARD DIXON (BRITISH, 1872-1934)

A heavy cruiser at the Battle of Jutland
signed and dated 'Charles Dixon/1916' (lower left)
oil on canvas
58 x 81cm (22 13/16 x 31 7/8in).

£4,000 - 6,000
€4,500 - 6,700
US\$5,500 - 8,300

34

CHARLES EDWARD DIXON (BRITISH, 1872-1934)

Finished oil sketch for 'A heavy cruiser at the Battle of Jutland'
signed and dated 'Charles Dixon/1916' (lower left)
oil on board
20 x 34.5cm (7 7/8 x 13 9/16in).

£1,200 - 1,800
€1,300 - 2,000
US\$1,700 - 2,500

An oil sketch of two sailing boats can be found on the reverse of the board.



35



35

35 AR

DEREK GEORGE MONTAGUE GARDNER (BRITISH, 1914-2007)

H.M.S. *Pursuer*; H.M.S. *Suffolk*
 the first signed 'D.G.M./Gardner' (lower left), the latter signed and
 dated 'D.G.M./Gardner/1943' (lower left)
 watercolour and pencil heightened with white
 each 23 x 33.2cm (9 1/16 x 13 1/16in).(2)

£800 - 1,200

€900 - 1,300

US\$1,100 - 1,700



35A

35A

RICHARD HENRY NIBBS (BRITISH, 1816-1893)

H.M.S. Nile getting underway accompanied by a salute from the flagship

oil on canvas

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

£4,000-6,000

€4,500 - 6,700

US\$5,500 - 8,300

Designed by Sir Robert Seppings, the extraordinarily long-lived H.M.S. Nile was one of the three Rodney class Second Rates ordered in November 1826 in response to a perceived threat from some new American vessels of similar capabilities. Laid down at Devonport as a conventional sailing two-decker in October 1827, she was ready for launching in 1834 but, for reasons unknown, the event was cancelled and she remained on the stocks for a further five years before eventually being launched on 28th June 1839. Finally completed after fully twelve years in the making, Nile then found herself surplus to requirements and was promptly laid up in reserve until November 1852 when the decision was taken to convert her to screw propulsion along with many of the fleet's other ships-of-the-line.

This conversion took over a year and when Nile emerged from her Devonport dry-dock on 30th January 1854, she had been fitted with

a Seaward & Capel 928ihp. engine which achieved a speed of almost 7 knots when she ran her trials off Plymouth. Mounting 91 guns of varying calibre and with an increased displacement of 4,375 tons once her machinery had been installed, she was at last commissioned for sea in February 1854 and saw her first taste of action in the Baltic that same year against the Russians. Returning home to Plymouth after the Crimean War ended, she took part in the Grand Review of the Fleet, by Queen Victoria, before it was demobilised on 23rd April 1856, soon after which she was sent to North America. Other commissions followed until 1864 when she was paid off and laid up in reserve until 1875, when the Admiralty ordered the removal of her engines prior to loaning her as a training ship to the Mersey Mercantile Service Association at Liverpool.

Towed to Liverpool in June 1876 and renamed Conway, the old Nile then fulfilled her new role as a much-loved sail training ship for almost seventy years, even surviving the Second World War in the shelter of the Menai Straits. In April 1953, it was decided to return her to the Mersey but, whilst under tow to Birkenhead for a refit, she ran aground and was declared a total loss. Three years later her wreck caught fire and was completely destroyed above the waterline by which time her ancient hull was fully one hundred and twenty years old.

Authenticated by E.H.H. Archibald from a photograph.

For comparison see: 'The Dictionary of Sea Painters', E.H.H.

Archibald, Antique Collectors' Club, Woodbridge, 2000, pl.551, p.453.



36



37

36

HENRY REDMORE (BRITISH, 1820-1887)

Lowtide Flamborough, East Yorkshire
signed and dated 'H Redmore/1865' (lower left)
oil on canvas
35.5 x 61cm (14 x 24in).

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

Provenance

With Walker Galleries, Harrogate.

37

HENRY REDMORE (BRITISH, 1820-1887)

Ships-of-the-line in a heavy swell, with a Dutch hoy making good headway
signed and dated 'H Redmore/1855' (lower right)
oil on canvas
61 x 91cm (24 x 35 13/16in).

£5,000 - 8,000
€5,600 - 9,000
US\$6,900 - 11,000

Provenance

With Frost & Reed, London, no. 45459.



38

38

GUSTAVE BOURGAIN (FRENCH, 1855-1921)

A haircut on board the *Austerlitz*
signed 'GBourgain' (lower right)
watercolour
28 x 38.5cm (11 x 15 3/16in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,400 - 2,100

Provenance

Anon. sale, Bonhams, London, 14 January
1999, lot 116.
Purchased from the above sale by the current
owner.

39

WILLIAM JOY (BRITISH, 1803-1867)

The rescue
signed and dated 'JOY, 1857' (lower right)
watercolour with traces of pencil
32.4 x 48.2cm (12 3/4 x 19in).

£1,200 - 1,800
€1,300 - 2,000
US\$1,700 - 2,500

40

ALMA CLAUDE BURLTON CULL (BRITISH, 1880-1931)

Canal scene
signed and dated 'A.B.Cull.1926' (lower left)
watercolour
25.5 x 45cm (10 1/16 x 17 11/16in).

£1,200 - 1,800
€1,300 - 2,000
US\$1,700 - 2,500



39



40



41



42

41

THOMAS ROSE MILES (BRITISH, ACTIVE 1869-1906)

'Daybreak on the Goodwin Sands'
signed 'T R Miles' (lower left) and signed and inscribed "'Daybreak, on
the Goodwin Sands."/TR Miles' (verso)
oil on canvas
76.5 x 127cm (30 1/8 x 50in).

£1,500 - 2,000
€1,700 - 2,200
US\$2,100 - 2,800

42

ADOLPHUS KNELL (BRITISH, ACTIVE 1860-1890)

Fishing in choppy waters
signed 'Adolphus Knell' (lower right)
oil on canvas
45 x 80.5cm (17 11/16 x 31 11/16in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,400 - 2,100



43



44

43

JOSEPH NEWINGTON CARTER (BRITISH, 1835-1871)

Shipping off Scarborough
signed and dated 'J N CARTER 1870' (lower left)
oil on canvas
54 x 100cm (21 1/4 x 39 3/8in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,400 - 2,100

44

CHARLES GREGORY (BRITISH, 1810-1896)

Hay barges and other small craft caught in a squall on the Medway
signed and dated 'Ch. Gregory/1875' (lower left)
oil on canvas
46 x 81.5cm (18 1/8 x 32 1/16in).

£1,500 - 2,000
€1,700 - 2,200
US\$2,100 - 2,800

Provenance

Anon. sale, Bonhams, London, 15 September 2009, lot 61.



45



45

45

ABRAHAM HULK (DUTCH, 1813-1897)

On the Scheldt, a pair
each signed 'A. Hulk' (lower left)
oil on canvas
each 40.6 x 61cm (16 x 24in).(2)

£6,000 - 8,000

€6,700 - 9,000

US\$8,300 - 11,000

Provenance

With MacConnal-Mason & Son, London.
Private collection, UK.

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.



46



47

46

THOMAS LUNY (BRITISH, 1759-1837)

Dutch barges lying offshore
oil on board
25 x 36.5cm (9 13/16 x 14 3/8in).

£1,200 - 1,800
€1,300 - 2,000
US\$1,700 - 2,500

Provenance

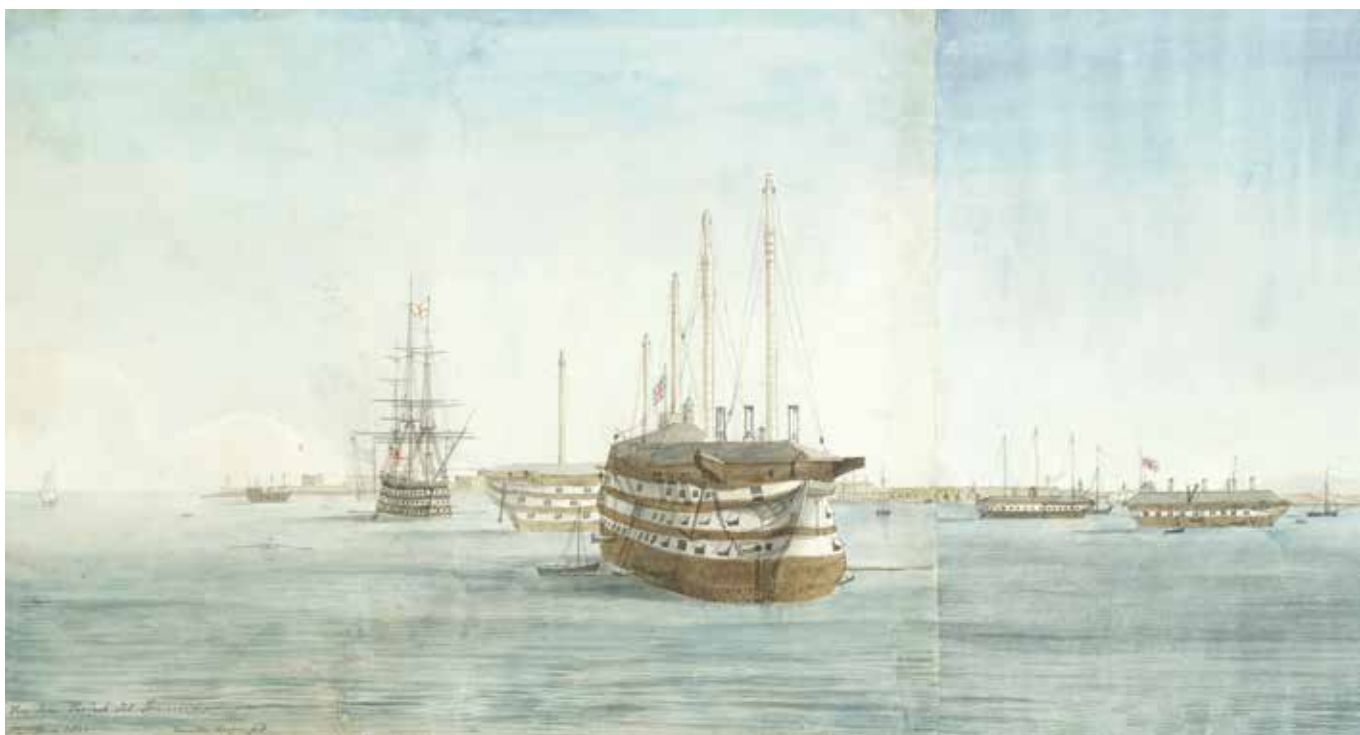
Anon. sale, Bonhams, London, 13 August 1998, lot 223.
Purchased from the above sale by the current owner.

47

HERMANUS KOEKKOEK (DUTCH, 1815-1882)

Ships in coastal waters
signed 'H. Koekkoek' (lower left)
oil on panel
23 x 30.5cm (9 1/16 x 12in).

£1,500 - 2,000
€1,700 - 2,200
US\$2,100 - 2,800



48

48

JEFFREY RAIGERSFELD (BRITISH, 1771-1844)

Panoramic view of the Royal Navy's Sheerness Dockyard, with H.M.S. *Temeraire* in the foreground signed, dated and indistinctly inscribed '...Temeraire's.../...1831 ... Raigersfeld' (lower left)
watercolour
32 x 424cm (12 5/8 x 166 15/16in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

Jeffrey Baron de Raigersfeld (1771-1844) was born a nobleman in Slovenia, but would go on to join the British Navy elevating himself to the rank of Rear-Admiral. He started his career as a midshipman aboard the roebuck-class 44-gun fifth rate H.M.S. *Mediator*, serving under Vice Admiral Cuthbert Collingwood, 1st Baron Collingwood (1748–1810). Collingwood was noted for his duty during the Napoleonic Wars, famously, aboard H.M.S. *Royal Sovereign*, leading one of the two lines of attack during the Battle of Trafalgar, the other being led by Vice-Admiral Nelson aboard the H.M.S. *Victory*. It was Collingwood who inspired Raigersfeld to continue his naval career, and he would go on to serve aboard H.M.S. *Victory*, H.M.S. *Speedy* and H.M.S. *San Josef*, amongst others. His book 'The Life of a Naval Officer', privately printed c. 1830, but more widely distributed posthumously, gives an in-depth account of life in the British Navy throughout the Napoleonic Wars - he also looked to capture this life through his artwork.

Here Raigersfeld has depicted a full panoramic view of the Sheerness Dockyard having just undergone significant redevelopment between the years 1815-1830, when most of the construction work was completed. One can see in the background the recently developed dockyard buildings and the Regency era architectural style employed. This work captures the massive scale of the newly formed dockyard and gives a first-hand impression of just how busy it was.

The focal ship of Raigersfeld's work is H.M.S. *Temeraire*, the 98-gun second-rate ship of the line launched in 1798, which gained notoriety and earned the name 'The Fighting Temeraire' for her heroic duties during the battle of Trafalgar, 1805. Most notably defeating the French 74-gun ship of the line the *Fougueux* whilst simultaneously assisting H.M.S. *Victory* in destroying the French 74-gun ship of the line the *Redoutable*, a fight that would claim Vice Admiral Nelson's life. The *Temeraire* would go on to fight throughout the Peninsula War, however, from 1820 she was permanently docked at Sheerness. Initially being used as a receiving ship for the housing and training of new naval recruits, in 1829 she was used as a victualling depot before finally being converted to a guard ship. One can see the permanent roof which was constructed whilst she was docked in Sheerness, and considering the date of Raigersfeld's work, it seems likely that *Temeraire* is depicted in her duty as a victualling depot. September 1838 would see the *Temeraire* take her final trip, tugged up the Thames to Rotherhithe to be broken up - this scene is immortalised in J.M.W. Turner's masterpiece of the same year, 'The Fighting Temeraire'.

An oil on canvas by Raigersfeld titled 'HMS *Montagu* forcing the enemy to move from Bertheaume Bay, 22 August 1800' is housed in the collection of the National Maritime Museum, Greenwich (BHC0521).





49

49 ^{AR}

MONTAGUE DAWSON (BRITISH, 1890-1973)

'Seaward'

signed 'MONTAGUE DAWSON' (lower left) and inscribed in pencil
'III/"SEAWARD"/MONTAGUE DAWSON/DANESTREAM MILFORD-ON-SEA/ENGLAND' (on stretcher verso)

oil on canvas

45.7 x 91.4cm (18 x 36in).

£8,000 - 12,000

€9,000 - 13,000

US\$11,000 - 17,000



50

50^{AR}

MONTAGUE DAWSON (BRITISH, 1890-1973)

'High Wind'

signed 'MONTAGUE DAWSON' (lower left) and inscribed 'Montague Dawson/HIGH WIND' (on canvas verso)

oil on canvas

50.8 x 61cm (20 x 24in).

£12,000 - 18,000

€13,000 - 20,000

US\$17,000 - 25,000



51



52

51

ANGLO-CHINESE SCHOOL, 19TH CENTURY

Ocean Steamship Co.'s tobacco carrier S.S. *Hebe*
oil on canvas
61 x 91.5cm (24 x 36in).

£1,200 - 1,800
€1,300 - 2,000
US\$1,700 - 2,500

52

ANGLO-CHINESE SCHOOL, 19TH CENTURY

'*Alphee Whampoa*'
inscribed with title (lower centre)
oil on canvas
45 x 59.5cm (17 11/16 x 23 7/16in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

Provenance

With The Parker Gallery, London.



53



54

53

VICTOR CHARLES EDOUARD ADAM (FRENCH, 1868-1938)

Portrait of the three-masted ship *Quillota* leaving the port of Le Havre under full sail
signed and dated 'Victor Adam/1898' (lower right)
oil on canvas
62 x 92cm (24 3/8 x 36 1/4in).
unframed

£600 - 900
€670 - 1,000
US\$830 - 1,200

In the background, the cape of la Hève in Sainte-Adresse can be seen. The flag of the company Bordes and that of Chile can be seen billowing in the wind. This inclusion is certainly a 'wink' from the painter. *Quillota* is indeed a city in Chile. *Quillota* was a three-masted ship of 231 feet, made of steel. She was built in 1876 by the shipyards Robert Steele & Co in Greenock, on behalf of the Company Daniel Adamson under the name of *Brahmin*. She was resold in 1890 to the ship-owner Duncan McGillivray then resold, in 1893, to the company A.D. Bordes & Sons who renamed her *Quillota*. On the 12th November 1901, she was caught in a storm south of Sunderland, and was towed by the English steamer *Flying Dragon*. Cast off by her tug boat after having dropped her anchors she became stranded and ravaged by the waves, disappeared completely taking seventeen sailors down with her. Five men out of the twenty-two original crew members managed to reach the coast.

54

CHARLES KEITH MILLER (BRITISH, 1836-1907)

Loch Sloy off the coast
signed with initials and dated 'C.K.M./1898' (lower left)
oil on canvas
61 x 112.4cm (24 x 44 1/4in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

The iron barque-rigged *Loch Sloy* was built in 1877 by D. and W. Henderson and Company for the Glasgow Shipping Company. Registered at 1,280 tons, she operated between Great Britain and Australia from the late 19th Century until 1899 when she was on a passage from Glasgow to Melbourne via Adelaide and was wrecked on Brothers Rocks off the coast of Kangaroo Island.



55

55

JOSEPH WALTER (BRITISH, 1783-1856)

Dutch boats in calm waters off the shore
signed and dated 'J Walter/1844' (lower right)
oil on board

25 x 36cm (9 13/16 x 14 3/16in).

£4,000 - 6,000

€4,500 - 6,700

US\$5,500 - 8,300



56

56

PIETER CORNELIS DOMMERSEN (DUTCH, 1834-1908)

Koudum, Holland

signed and dated 'P.C.Dommersen 1882' (lower right)

oil on canvas

81.5 x 127cm (32 1/16 x 50in).

£6,000 - 8,000

€6,700 - 9,000

US\$8,300 - 11,000

Provenance

Anon. sale, Sotheby's, London, 19 May 1971, lot 146A.

Purchased from the above sale by the present owner's grandfather.



57



58

57

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

Low tide
signed and dated 'EWCooke.RA.1869' (lower left) and inscribed with
dedication 'TO MISS CHARLOTTE WARD FROM EW COOKE.' (on
backing card below sheet)
pastel and pencil
17.1 x 25.4cm (6 3/4 x 10in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,400 - 2,100

58

THOMAS BUSH HARDY (BRITISH, 1842-1897)

Katwijk aan Zee, Netherlands
signed, inscribed and dated 'T.B.Hardy.1897./Katwijk-aan-Zee' (lower
left)
watercolour heightened with bodycolour
40 x 100cm (15 3/4 x 39 3/8in).

£1,000 - 1,500
€1,100 - 1,700
US\$1,400 - 2,100



59



60

59

THOMAS BUSH HARDY (BRITISH, 1842-1897)

Fisherfolk on the beach in Scheveningen, The Hague
signed, inscribed and dated 'Scheveningen/T.B.Hardy/1884' (lower left)
watercolour heightened with white
12.4 x 17.5cm (4 7/8 x 6 7/8in).

£800 - 1,200

€900 - 1,300

US\$1,100 - 1,700

Provenance

The Estate of Francis Patrick Neill, Lord Neill of Bladen, QC (8th August 1926 - 28th of May 2016).

60

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

Fishing boats at dusk
signed with initials and dated 'C.N.H.1909.' (lower left)
watercolour heightened with bodycolour
44.5 x 67cm (17 1/2 x 26 3/8in).

£800 - 1,200

€900 - 1,300

US\$1,100 - 1,700

Provenance

Anon. sale, Bonhams, London, 10 August 1994, lot 301.
Purchased from the above sale by the current owner.

THOMAS LUNY (BRITISH, 1759-1837)

The Battle of Trafalgar

signed and dated 'Luny 1825' (lower left)

oil on canvas

89 x 149.5cm (35 1/16 x 58 7/8in).

£30,000 - 50,000

€34,000 - 56,000

US\$41,000 - 69,000

Provenance

Purchased from the artist by Mr Cole of Gendall's, January 1826.

We believe this work to be that which appears in Luny's stock book as follows: '1826/January/ Mr Cole of Gendall's/ Trafalgar/ 5'0"x3'0"'. Cole and Gendall were an Exeter based business partnership

comprised of Charles Cole, a carver, gilder and picture seller, and John Gendall (1790-1865). John Gendall was born in Exeter, but moved to London where he gained notoriety as a print maker, most notably helping to develop early practices in lithography. He returned to Exeter in 1824 at which time he went into business with Cole, buying and selling paintings and prints. He would later go on to found the first art school in Exeter and played an integral role in the setting up of the Royal Albert Memorial Museum.

Throughout the long history of war at sea, the battle of Trafalgar was certainly the most complete victory of the age of sail if not the most decisive naval engagement ever fought.

After a lengthy and frustrating chase across the Atlantic Ocean and back, Lord Nelson finally confronted the Franco-Spanish fleet off Cape Trafalgar on the morning of 21st October 1805. Admiral Villeneuve, the French supreme commander, had managed to combine the Spanish fleet with his own to give him a formidable thirty-three ships-of-war against Nelson's total of twenty-seven. To compensate for this numerical imbalance, Nelson had conceived his famously unconventional battle plan to break the enemy line in two places and as soon as the opposing fleets sighted each other on the fateful morning, the British ships formed up into their two pre-arranged columns. Nelson himself led the Weather Division in H.M.S. *Victory* whilst his second-in-command, Vice-Admiral Collingwood, spearheaded the Leeward Division in the 100-gun *Royal Sovereign*. As the fleets closed for action, *Royal Sovereign* drew ahead and broke the line first, but it was almost half-an-hour before *Victory* was able to do the same when she forced herself between Villeneuve's flagship *Bucentaure* and Captain Lucas in the *Rédoubtable*. Close behind *Victory* was *Téméraire* and, within minutes, the four ships became embroiled in a tremendous struggle during which the 74-gun *Rédoubtable* fought with great heroism against the two much larger British first rates. *Victory* pounded *Rédoubtable* relentlessly, inflicting appalling casualties amongst the men on her decks, whereas above the carnage, the French sharpshooters stationed in the fighting tops of the masts quietly waited in turn for their opportunities to pick off men on *Victory's* decks, one of whom would soon be Nelson himself.



61



62



63

62

FRANCIS HOLMAN (BRITISH, 1729-1790)

Rounding Eddystone Lighthouse
oil on canvas
60 x 113.5cm (23 5/8 x 44 11/16in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

There is a similar view by Holman in the collection of the Fitzwilliam Museum, Cambridge, measuring 99 x 128cm (39 x 50 3/8in), painted c. 1773.

63

ATTRIBUTED TO JAMES EDWARD BUTTERS WORTH (BRITISH/ AMERICAN, 1817-1894)

A frigate of the Austro-Hungarian Navy in two positions off Cadiz
oil on canvas
56 x 76cm (22 1/16 x 29 15/16in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100



64

64

THOMAS LUNY (BRITISH, 1759-1837)

Admiral Lord Howe's fleet returning to Spithead with the French prizes taken at the 'Glorious First of June', 1794
signed and dated 'T.Luny.1794' (lower left)

oil on canvas

116 x 178.5cm (45 11/16 x 70 1/4in).

£8,000 - 12,000

€9,000 - 13,000

US\$11,000 - 17,000

Provenance

With David Messum Fine Art, London.

Please note that this work is featured in Thomas Luny's stock book, titled as shown.

The battle fought on 1st June 1794 was the first fleet action of the French Revolutionary Wars. Admiral Lord Howe, at sea under orders to prevent a large grain convoy reaching France, had spent several weeks searching for it and its escorting warships under Admiral Joyeuse, before finally sighting them on 28th May. A running fight lasting three days ensued, with the French having the advantage of heavy weather. Early on 1st June, with the weather much improved and the two fleets about four miles apart, Lord Howe seized the weather gage and attacked. His strategy was not entirely successful but nevertheless, six French ships-of-the-line were taken as prizes and a seventh, *Le Vengeur du Peuple*, was sunk after a tremendous duel with H.M.S. *Brunswick*. The French flagship *Montagne* was severely damaged, suffering 300 men killed and yet, despite these losses, the convoy of merchantmen escaped Howe's clutches whilst the fleets were engaged and managed to reach the French mainland safely.



65

65

HENRY COLLINS (1782-1824)

A brig and other shipping in the Solway Firth
signed with initials and dated 'H. C/1811' (lower right)
oil on canvas
63.5 x 89cm (25 x 35 1/16in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900



66

66

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

Tynemouth

signed and indistinctly dated 'G. CHAMBERS/18..' (lower left)

oil on canvas

76.2 x 111.7cm (30 x 44in).

£8,000 - 12,000

€9,000 - 13,000

US\$11,000 - 17,000



67

67

THOMAS WHITCOMBE (BRITISH, CIRCA 1752-1824)

The East Indiaman *Surat Castle* in two positions calling for a pilot off Dover
signed and dated 'Tho Whitcombe 1790' (lower right), inscribed
'The property of Major J.B. Paget 1837./Formerly the property of his
maternal great-grandfather,/ Sir George Abercrombie Robinson, BART,
M.P.' (on canvas verso)
oil on canvas
107 x 169cm (42 1/8 x 66 9/16in).

£10,000 - 15,000
€11,000 - 17,000
US\$14,000 - 21,000

The East Indiaman *Surat Castle*, 1149 tons, was built at Bombay for Mr John Innes and launched on 25th March 1788. Between that year and 1806, she normally traded between India and China, but - as a 'licensed ship' - sometimes voyaged to London. From 1807-11 she ran direct from London to China, but then made intermediate stops at Penang (1812-13) and afterwards at Batavia 1814-15. Resuming her direct London to China service between 1816-17, she spent her last years in the East trading between India and London. Sold to Bassett & Co. of London in 1825, she was then resold to the Mexican Navy for use as a frigate-of-War and renamed *Libertador*.



68



68

68

WILLIAM HOWARD YORKE (AMERICAN, 1847-1921)

The *Connemara* in calm weather; The *Connemara* in foul weather, a pair each signed, inscribed and dated 'W H YORKE/LI.POOL/1880' (lower right)

oil on canvas

each 50.5 x 76cm (19 7/8 x 29 15/16in).(2)

£1,200 - 1,800

€1,300 - 2,000

US\$1,700 - 2,500

Connemara, 1292 tons, official number 60018, was built under special survey at Saint John New Brunswick in 1867 by James Nevins, and was launched as *Oxfordshire*. Built for the Liverpool market she proceeded there under a Governor's Pass being renamed on registration (certificate 203, dated 24 October 1867). Owned by William & Richard D Wright, merchants of Liverpool, her signal letters were K, V, C, H as correctly depicted at the mizzen mast in the 'calm' scene.

According to Lloyd's Registers she was purchased by Sinclair and Co. of Liverpool within a few months, and was employed in their Far Eastern trade until 1878/9. then sold to Hadden & Wainwright of Liverpool, she was 'sold foreign' to Norwegian owners in 1883, continuing under Norwegian ownership but renamed *Dictator* until 1891. The entry is then endorsed 'wrecked 3-91'. Altogether a fine record for a wooden ship.

The owners of the painting in 1880, when the paintings were commissioned, would seem to be Hadden & Wainwright of Liverpool and the master Matthias Durham; the latter being in command from 30 September 1879, until early 1882. Either would have good cause to commission the pair of commemorative paintings, but for the master they would have had special appeal.

The late Dr Sam Davidson provided assistance with cataloguing this lot.



69



70

69

CIRCLE OF PETER MONAMY (LONDON 1681-1749)

A capriccio of British men o'war firing salutes with other vessels in calm waters off a harbour

oil on canvas

37 x 101cm (14 9/16 x 39 3/4in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

70

MANNER OF PETER MONAMY

Admiralty yacht firing a salute, with small vessels nearby

oil on canvas

29 x 39.5cm (11 7/16 x 15 9/16in).

£600 - 800

€670 - 900

US\$830 - 1,100



71



71

71

JOHN WILSON CARMICHAEL (BRITISH, 1800-1868)

Shipping off Tynemouth; A ship in distress off Tynemouth, a pair the former signed with initials, inscribed and dated 'Sketch/JWC/1846' (lower left), the latter inscribed 'Sketch' (lower left) oil on board
each 32 x 41.5cm (12 5/8 x 16 5/16in).(2)

£2,000 - 3,000

€2,200 - 3,400

US\$2,800 - 4,100

Provenance

With Richard Green, London, the former no. R1159, the latter no. R1158.

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.



72



73

72

JOHN WILSON CARMICHAEL (BRITISH, 1800-1868)

Evening calm in a bay
signed and dated 'JW Carmichael 1853' (lower right)
oil on canvas
55.5 x 81cm (21 7/8 x 31 7/8in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

73

WILLIAM THORNLEY (BRITISH, ACTIVE 1857-1898)

St Michael's Mount, Cornwall
signed 'W A THORNLEY' (lower right)
oil on canvas
25.5 x 35.5cm (10 1/16 x 14in).

£800 - 1,200
€900 - 1,300
US\$1,100 - 1,700

Provenance

With Walker Galleries Ltd., Harrogate, 2000.



74



74

74

WILLIAM THORNLEY (BRITISH, ACTIVE 1857-1898)

Fisherfolk on the shore, sunrise; Shipping off the coast, sunset
each signed 'Thornley' (the first lower left, the second lower right)
oil on canvas

25.5 x 41cm (10 1/16 x 16 1/8in) and 21 x 30.5cm (8 1/4 x 12in)
respectively.(2)

£1,500 - 2,000

€1,700 - 2,200

US\$2,100 - 2,800



75

75

WILLIAM JOHN HUGGINS (BRITISH, 1781-1845)

The full-rigged merchantman *Annandale* heaving-to for the arrival of the pilot cutter signed 'W J HUGGINS' (lower left)
oil on canvas
86.5 x 127cm (34 1/16 x 50in).

£5,000 - 7,000

€5,600 - 7,900

US\$6,900 - 9,700

The *Annandale*, 338 tons, was built of oak, beech and pitch pine at Annan, on the Solway Firth, and launched in 1827. Owned by Miller & Co. of Glasgow at the start of her career, she sailed regularly out of the Clyde to Bombay for twelve years before being sold to Thomson of London in 1839 who began trading her out of the Thames to Jamaica. Cut down to a barque in 1844, to save on crewing costs, the 1845 Shipping Register ominously notes "wants repair" against her entry. In the event, it was probably found to be uneconomic to repair her for a return to sea as she disappears from record after that date.

The fact that Huggins has painted her off the south coast and in her original full-ship rig means that this work can be dated to between 1839 and 1844, and most likely to 1839, the year she was sold to Thomsons.



76

76

EDUARDO DE MARTINO (ITALIAN, 1838-1912)

H.M.S. *Ophir* coaling in Halifax, 5th October 1901, prior to her return home

inscribed and dated 'The last coals of the season/H.M.S. "Ophir"/ Halifax 5th Oct 1901' (lower right) and inscribed with the escorting war ships 'Diadem/Tribune/Crescent/Niobe' (on canvas overlap)
oil on canvas

54 x 92.7cm (21 1/4 x 36 1/2in).

Together with two books: *With the "Ophir" Round the Empire* by William Maxwell (Cassell and Company, Ltd, 1902); and *The Royal Tour 1901 or The Cruise of H.M.S. Ophir* by Harry Price (Webb & Bower, Exeter, 1980). (3)

£2,000 - 3,000

€2,200 - 3,400

US\$2,800 - 4,100

Ophir was a handsome twin-screw steamer built for the Orient Line's prestigious Australian service in 1891 and her luxurious accommodation, coupled with her general suitability for voyaging in tropical waters, made her a logical choice for the Royal Tour of 1901. The tour was to be undertaken by the Duke and Duchess of York (later King George V and Queen Mary) and, in the absence of a sufficiently large royal yacht, the Admiralty decided to charter a liner for royal duties. *Ophir*, 6,800 tons and 465 feet long, needed little alteration and the necessary work was carried out at Tilbury. Splendidly repainted in her new white livery, she left Portsmouth on 16th March 1901 for the first-ever Royal Tour in the modern sense. Every continent in the Empire was visited except India and by the end of the seven month voyage, she had steamed 45,000 miles.

The *Ophir* arrived in Quebec on the 15th September. Following official visits to Montreal, Ottawa and then Vancouver – all by overland rail – the royal couple then rejoined the *Ophir* at Halifax on 19th October and, after making a final visit to Newfoundland, headed for home where they finally arrived back at Portsmouth on the 1st November.



77

77 *

NICHOLAS MATTHEW CONDY (BRITISH, 1818-1851)

The *Guillaume Tell* in action with H.M.S. *Penelope*, with H.M.S. *Lion* to starboard and H.M.S. *Foudroyant* coming up astern to join the fray, 31st March 1800

signed and dated 'N. Condy Jun/1839' (lower right)

oil on canvas

33 x 46cm (13 x 18 1/8in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

Exhibited

London, N.R. Omell Gallery, *Exhibition of Marine Paintings*, 1982, no. 11.

The French 80-gun two-decker *Guillaume Tell* was built at Toulon and launched in 1795. A large vessel of 2,265 tons and measuring 194½ feet in length, her place in maritime history was assured not so much by her participation in the Battle of the Nile but by the fact that, having escaped Nelson's clutches along with only one other ship-of-the-line, her last action under French colours was the one in which she proved herself a most worthy opponent of the Royal Navy.

Flagship to Rear-Admiral Villeneuve at the Nile, she and the 74-gun *Généreux* suddenly found themselves in a lull in the fighting early on the morning of 2nd August 1798. Seeing that defeat was inevitable, Villeneuve ordered the two ships to make their escape and they ran for shelter, first to Corfu and then to Malta. Before long, Malta itself was under siege and the French garrison there was soon in such desperate straits that the island's commander, General Vaubois, realised that he had to risk his only remaining capital ship [*Généreux* had already been taken the previous month] if he was to save the island from capitulation. Under cover of darkness and bound for Toulon, the *Guillaume Tell* slipped out of Valetta at 11.00pm. on 30th March 1800 but was almost immediately intercepted by H.M.S. *Penelope*, 36-guns, in company with the captured Spanish brig *Vincejo*. Dispatching the latter for reinforcements, *Penelope* gave chase and opened fire on the much larger Frenchman in a running fight which lasted all night. At daybreak H.M.S. *Lion*, 64-guns, entered the fray, closely followed by *Foudroyant*, 80-guns, and all three ships then pounded *Guillaume Tell* for a further two hours. At 8.20am on 31st March, dismasted and with most of her guns out of action, she struck her colours and surrendered. Defeated but not dishonoured, *Guillaume Tell* survived the battle to destroy her and was recommissioned, ironically, as H.M.S. *Malta*, remaining in the service of the Royal Navy for another forty years.



78

78

ADOLPHUS KNELL (BRITISH, ACTIVE 1860-1890)

Shipping at sunset; Shipping by moonlight;
and Hauling in the Nets
each signed 'Adolphus Knell' (lower right)
oil on board
each 15.5 x 23cm (6 1/8 x 9 1/16in). (3)

£1,500 - 2,000

€1,700 - 2,200

US\$2,100 - 2,800

Provenance

Anon. sale, Bonhams, London, 14 January
1999, lot 132.
Purchased from the above sale by the current
owner.



78



78

JOHN JENKINSON (BRITISH, ACTIVE 1780-1820)

The merchantman *Barton* at Liverpool
signed and dated 'J. Jenkinson 1810' (lower right)
oil on canvas
86.5 x 121.5cm (34 1/16 x 47 13/16in).

£8,000 - 12,000

€9,000 - 13,000

US\$11,000 - 17,000

The red ensign on the fore topgallant stay is the 'generic signal' for vessels owned by Barton Irlam & Higginson, and the red pendant with a central white circle at the main masthead is the specific flag denoting the ship *Barton*. This entry is from "A complete Guide of BIDSTON SIGNALS" published about 1825 for John Outram, Liverpool.

The Liverpool waterfront is off the painting to the left, the unfamiliar background representing the south end of Liverpool, with the solitary windmill near the left margin marking Mill Street. Following the skyline to the right under the ship's bowsprit it dips towards Garston, then distant Runcorn.

Evidently *Barton* has just arrived and having signalled her identity to the Bidston Signal station opposite Liverpool has continued up river, turned into the wind and is portrayed 'hove to' apparently awaiting the rowing boat in the left foreground. Having observed his flag on the allotted signal pole on Bidston Hill, the Liverpool owner is all agog to hear first-hand news of his trading venture. The artist depicts him as the top-hatted gentleman standing upright with outstretched arm about to be received on board - the ship named in his honour. A prosperous and well known Liverpool merchant, William Barton served on its Council in July 1815, was elected Mayor in October and then knighted in May 1816.

The ship *Barton* of 425 tons was built in Liverpool in 1810. Dimensions were length 110' 3", beam 29' 7" and 6' 6" between decks. Lloyd's Registers for 1811 and 1812 record a defensive armament of 2 twenty pounders and 18 twelve pounders - a wise precaution for a Caribbean trader in those turbulent times. This detail and the male figurehead also help confirm the ship's identity.

Barton served Sir William Barton well, regularly voyaging to Barbados for Barton Irlam & Higginson until 1833. Subsequent owners and voyages are not recorded but entries for *Barton* continue in Lloyd's Registers until 1837 under the command of Captain Armstrong, her master since 1830 and probably a part owner from 1833 to 1837.

Certificate 177 of 31 Oct 1834 of the Liverpool Custom & Excise Register (microfiche reel 39) bears the later note "Vessel lost on the St. Helena Breakers, Charleston USA, on 16th December 1836, the Certificate of Registry delivered up 16th February 1837"

The late Dr Sam Davidson provided assistance with cataloguing this lot.



79



80



81

80

CHARLES EDWARD DIXON (BRITISH, 1872-1934)

'Spithead'
signed, inscribed and dated 'SPITHEAD. 15.12.24./Charles Dixon.'
(lower left)
watercolour heightened with white
11.5 x 33.5cm (4 1/2 x 13 3/16in).

£600 - 800
€670 - 900
US\$830 - 1,100

81

CHARLES EDWARD DIXON (BRITISH, 1872-1934)

'Megaleep'
signed and dated 'Charles Dixon/1913' (lower left), inscribed
'MEGALEEP' (lower right)
watercolour and bodycolour
17 x 34.5cm (6 11/16 x 13 9/16in).

£600 - 800
€670 - 900
US\$830 - 1,100



82



83

82

CHARLES EDWARD DIXON (BRITISH, 1872-1934)

A dinghy race, Itchenor
signed and dated 'Charles Dixon/1924' (lower left)
watercolour
11.5 x 35.5cm (4 1/2 x 14in).

£1,200 - 1,800
€1,300 - 2,000
US\$1,700 - 2,500

83

CHARLES EDWARD DIXON (BRITISH, 1872-1934)

'Itchenor'
signed, inscribed and dated '.ITCHENOR./Charles Dixon/.1915.' (lower left)
watercolour and bodycolour
28 x 77cm (11 x 30 5/16in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100



84

84

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

A Yacht Race

signed with initials and dated 'C.N.H.1917.' (lower right)

watercolour and bodycolour

43.5 x 68.5cm (17 1/8 x 26 15/16in).

£15,000 - 20,000

€17,000 - 22,000

US\$21,000 - 28,000

Provenance

Private collection, U.K.



85

85

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

'Pretty Sailing'

signed with initials and dated 'C.N.H.1909' (lower left), signed, titled, inscribed and dated 'Pretty Sailing/C.Napier Hemy/Falmouth/1908' (on board verso), signed and inscribed 'No 1. R.W.S Spring 1909/Pretty Sailing/C. Napier Hemy/Falmouth' (on artist's label attached to original backing board)

watercolour and bodycolour

46 x 69cm (18 1/8 x 27 3/16in).

£5,000 - 7,000

€5,600 - 7,900

US\$6,900 - 9,700

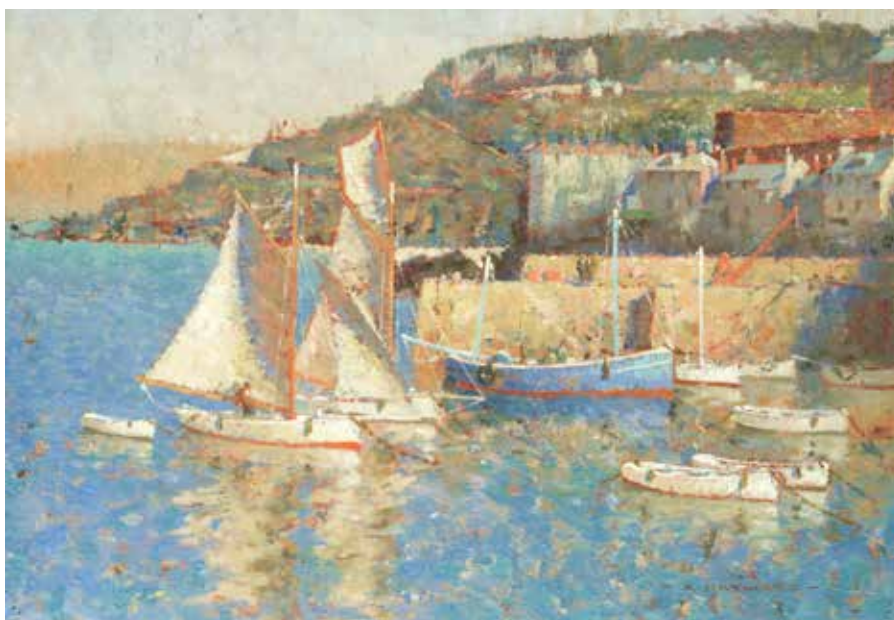
Provenance

With the Royal Watercolour Society, London, July 1909.

Purchased from the above by a Mr Powell, July 1909.

Exhibited

The Royal Watercolour Society, London, Spring 1909.



86



87

86 AR

ARTHUR HAYWARD (BRITISH, 1889-1970)

Fishing boats, St Ives
signed 'A HAYWARD' (lower right)
oil on board
30.5 x 40.5cm (12 x 15 15/16in).

£3,000 - 4,000

€3,400 - 4,500

US\$4,100 - 5,500

87 AR

ARTHUR HAYWARD (BRITISH, 1889-1970)

Morning, St Ives
signed 'A HAYWARD' (lower right)
oil on board
26 x 36cm (10 1/4 x 14 3/16in).

£4,000 - 6,000

€4,500 - 6,700

US\$5,500 - 8,300

Provenance

With Harrison Galleries, Vancouver.
Anon. sale, Bonhams, London, 17 August 1999, lot 308.
Purchased from the above sale by the current owner.



88

88 AR

CHARLES PEARS (BRITISH, 1873-1958)

'Signalling for a Pilot'

signed 'CHAS PEARS' (lower left) and inscribed with title, artist's name and address (on canvas verso)

oil on canvas

101.6 x 127cm (40 x 50in).

£5,000 - 8,000

€5,600 - 9,000

US\$6,900 - 11,000

Exhibited

London, Royal Academy, 1939, no. 658.

89 AR

MONTAGUE DAWSON (BRITISH, 1890-1973)

Eddying Foam: *Young Australia* riding the heavy ocean swell
signed 'Montague.Dawson' (lower left)
oil on canvas
61 x 91.5cm (24 x 36in).

£25,000 - 35,000

€28,000 - 39,000

US\$35,000 - 48,000

Provenance

Anon. sale, Sotheby's, New York, 28 October 1982, lot 105.

Young Australia was one of that breed of handsome commercial sailing ships which emanated from the many yards located on the shores of either the Maritime Provinces of Canada or the eastern seaboard of the United States during the middle years of the nineteenth century. Frequently built as a speculation by the yard owners, these vessels were usually sailed to Britain loaded with prime timber and then offered for sale at their port of destination which was most often Liverpool.

Designed as an emigrant ship and built in Fernald & Pettigrew's yard at Portsmouth, New Hampshire in 1852, *Young Australia* was a lofty three-master sporting a full ship-rig. Registered at 1,021 tons gross (960 net & 723 under-deck), she measured 173 feet in length with a 36 foot beam and had accommodation for about 250 passengers in three classes. Although little is recorded of her early career, she came into her own in July 1861 when she was purchased by James Baines for his celebrated Black Ball Line, the most important of all the Australian packet services and the one which dominated the lucrative emigrant trade. Initially she sailed out of London to Melbourne but changed her destination in 1862 when she began running to Queensland, a route she thereafter maintained for the rest of her life. On her first passage out to Brisbane in the autumn of 1862, she completed the run in a very fast 84 days which was sufficiently noteworthy for her agents (in Brisbane) to use the fact as a means of attracting her homeward cargo of wool. Their advertisement in the *Brisbane Courier* promised a rapid delivery to London and was worded thus:

"Shippers of wool for the February sales. For London under positive engagement to sail on 15th November, full or not full. The Magnificent Clipper Ship *Young Australia*, John A. Phillips, Esq., Commander, 960 tons register, A1 at Lloyds, having completed her passage out in 84 days now offers the splendid opportunity for shippers to send their wool in time for the February sales. Freight of wool 1d. per lb."

In fact, the Black Ball Line carried over 70% of the emigrants landed in Brisbane that year and the line prospered throughout the 1860s. Despite being well turned out and always splendidly maintained however, these American-built softwood clippers were widely regarded as 'wet ships' because of the deck water they often shipped and the Australia run took a particularly heavy toll on their strength. Thus, the average U.S.-built Blackballer's career was usually a short one and, in 1867, Baines sold *Young Australia* to P.J. Foulkes & Co. of Liverpool who kept her in the Brisbane trade to which she was so well accustomed. As late as 1870, she was still making the outward passage in under 100 days but her luck ran out in 1872 when, only 4½ hours after leaving her Brisbane anchorage in Moreton Bay, bound for London, on 31st May, she ran aground in a heavy though windless swell and became stranded. With some difficulty all the passengers were got ashore safely but the ship herself, pounded by the surf, was soon declared a total loss and subsequently sold for scrap.



89



90



91

90 AR

NORMAN WILKINSON (BRITISH, 1878-1971)

A Cornish cove
signed 'NORMAN WILKINSON' (lower left)
oil on canvas
46 x 61cm (18 1/8 x 24in).

£3,000 - 5,000
€3,400 - 5,600
US\$4,100 - 6,900

91 AR

NORMAN WILKINSON (BRITISH, 1878-1971)

Santa Maria della Salute, Venice
signed and inscribed 'NORMAN WILKINSON/VENICE' (lower left)
watercolour
34 x 52cm (13 3/8 x 20 1/2in).

£1,500 - 2,000
€1,700 - 2,200
US\$2,100 - 2,800

Provenance

With The Royal Watercolour Society, London.



92



93

92 AR

NORMAN WILKINSON (BRITISH, 1878-1971)

Repairing sponge boats, Bahamas
signed 'NORMAN WILKINSON' (lower left)
watercolour

33.5 x 51.5cm (13 3/16 x 20 1/4in).

£3,000 - 5,000

€3,400 - 5,600

US\$4,100 - 6,900

93

CHARLES EDWARD DIXON (BRITISH, 1872-1934)

An old 'wooden wall' being broken up
signed and inscribed 'To the "admiral"/from Charles Dixon' (lower left)
watercolour

44.5 x 63cm (17 1/2 x 24 13/16in).

£800 - 1,200

€900 - 1,300

US\$1,100 - 1,700



94



95

94^{AR}

DAVID BRACKMAN (BRITISH, 1932-2008)

The America's Cup winning *Vigilant* racing on the Clyde
signed 'DAVID BRACKMAN' (lower left)
gouache
48.5 x 75.5cm (19 1/8 x 29 3/4in).

£800 - 1,200
€900 - 1,300
US\$1,100 - 1,700

95^{AR}

JOHN J. HOLMES (BRITISH, 20TH CENTURY)

Britannia and *Westward* racing off the Isle of White with the Royal Solent Yacht Club in the distance
signed 'John J. Holmes' (lower right) and inscribed in pencil
'BRITANNIA & WESTWARD/ROYAL SOLENT Y.C.' (on stretcher verso)
acrylic on canvas
80 x 100cm (31 1/2 x 39 3/8in).

£800 - 1,200
€900 - 1,300
US\$1,100 - 1,700



96



97

96

KEELEY HALSWELLE (BRITISH, 1832-1891)

The Needles, Isle of Wight
bears inscription on reverse
oil on canvas
50.8 x 75cm (20 x 29 1/2in).

£2,000 - 3,000
€2,200 - 3,400
US\$2,800 - 4,100

Exhibited

Royal Scottish Academy, 1860, no. 68.

97 AR

DAVID BRACKMAN (BRITISH, 1932-2008)

Britannia in the Solent
signed and dated 'DAVID BRACKMAN 98' (lower left)
gouache
39.4 x 57.1cm (15 1/2 x 22 1/2in).

£1,500 - 2,000
€1,700 - 2,200
US\$2,100 - 2,800



98

98

HENRY MOORE, RA (BRITISH, 1831-1895)

'The Pilot Cutter'

signed and dated 'H. Moore/1866' (lower right), signed and titled 'H Moore/"The Pilot Cutter"' (on artist's label attached to stretcher) oil on canvas

98.8 x 174cm (38 7/8 x 68 1/2in).

£4,000 - 6,000

€4,500 - 6,700

US\$5,500 - 8,300

Exhibited

London, Royal Academy, 1866, no.321.



99

99

THOMAS JACQUES SOMERSCALES (BRITISH, 1842-1927)

In open seas

signed and dated 'TSomerscales/1901' (lower right)

oil on canvas

61 x 107.5cm (24 x 42 5/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$14,000 - 21,000

Provenance

Anon. sale, Sotheby's, London, 19 October 1994, lot 55.



100



101

100 AR

RON CHARLES MITCHELL (BRITISH, BORN 1960)

'Classics off the Squadron. *Mariquita* and *Mariette* lead *Tuiga*. The Inaugural Westward Cup 2010'
signed 'RCMitchell' (lower left), initialled and inscribed with title (on stretcher verso) and includes artist's stamp (twice on the stretcher and one on canvas verso)

oil on canvas

76.2 x 91.5cm (30 x 36in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,400 - 2,100

101

BRIAN J. JONES (BRITISH, BORN 1945)

Maritte and *Altair* Racing off St Tropez
signed 'Brian J Jones' (lower right), signed and inscribed '*Mariette & Altair* at St Tropez Brian Jones ARSMA' (on stretcher verso)
oil on canvas
61 x 101.6cm (24 x 40in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,800 - 4,100



102

102 AR

MARTYN RICHARDSON MACKRILL (BRITISH, BORN 1962)

The *Cutty Sark* off the South Foreland
signed and dated 'Martyn R Mackrill 97' (lower left), signed, inscribed
and dated 'Off the South Foreland "The Cutty Sark"/Martyn Mackrill
.1997.' (on stretcher verso)

oil on canvas

71 x 121.5cm (27 15/16 x 47 13/16in).

£2,000 - 3,000

€2,200 - 3,400

US\$2,800 - 4,100

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THE MARINE SALE

Wednesday 17 October 2018
Knightsbridge, London

Entries now invited

CHARLES EDWARD DIXON
(BRITISH, 1872-1934)

*'Oak, Hemp, and Powder,
Trafalgar, 1805'* (detail)

Sold for £62,500 *

The world record for a work
on paper by the artist

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OLD MASTER PAINTINGS

Wednesday 4 July 2018
New Bond Street, London

**CIRCLE OF MICHELANGELO
MERISI DA CARAVAGGIO
(Caravaggio 1573-1610 Porto Ercole)**
Saint Francis in contemplation
£50,000 - 70,000 *

The Soprintendenza alle Belle Arti italiana considers this painting to be a work of national importance and requires it to remain in Italy; it cannot therefore be exported from Italy.

ENQUIRIES

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oldmasters@bonhams.com

**The work will be
available to view in Italy**
7-10 May, Milan
18-21 June, Rome



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LONDON

bonhams.com/oldmasterpaintings

* plus buyer's premium and other fees. For details of the charges payable in addition to the final hammer price, please visit bonhams.com/buyersguide

NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams’* opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any VAT or *Buyer’s Premium* payable 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.

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 for Sale* the *Lot* corresponds.

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

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

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

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

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

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

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

“**Loss and Damage Warranty**” means the warranty described in paragraph 8.2 of the Conditions of Business.

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

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

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

“**New Bond Street**” means *Bonhams’* saleroom at 101 New Bond Street, London W1S 1SR.

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

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

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

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

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

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

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

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

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

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

“**Stamp**” means a postage *Stamp* offered for *Sale* at a Specialist *Stamp Sale*.

“**Standard Examination**” a visual examination of a *Lot* by a non-specialist member of *Bonhams’* staff.

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

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

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

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

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

“**Website**” *Bonhams Website* at www.bonhams.com

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

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

GLOSSARY

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

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

“**bailee**”: a person to whom goods are entrusted.

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

“Section 12 Implied terms about title, etc

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

Bonhams Specialist Departments

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

19th Century Paintings

UK
Charles O' Brien
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U.S.A
Madalina Lazen
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20th Century British Art

Matthew Bradbury
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Aboriginal Art

Francesca Cavazzini
+61 2 8412 2222

African, Oceanic & Pre-Columbian Art

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

American Paintings

Liz Goodridge
+1 917 206 1621

Antiquities

Francesca Hickin
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Antique Arms & Armour

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U.S.A
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Art Collections, Estates & Valuations

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Art Nouveau & Decorative Art & Design

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Benjamin Walker
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Dan Tolson
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Australian Art

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Alex Clark
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Australian Colonial Furniture and Australiana

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Books, Maps & Manuscripts

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Suzy Pai
+1 415 503 3343

British Ceramics

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Coins & Medals

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Contemporary Art

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Entertainment Memorabilia

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U.S.A
Catherine Williamson
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European Ceramics

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U.S.A
+1 415 503 3326

Furniture

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U.S.A
Andrew Jones
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European Sculptures & Works of Art

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Greek Art

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Golf Sporting Memorabilia

Kevin Mcgimpsey
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Irish Art

Penny Day
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Impressionist & Modern Art

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India Phillips
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U.S.A
Nathania Nisonson
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Indian, Himalayan & Southeast Asian Art

H.K.
Edward Wilkinson
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U.S.A
Mark Rasmussen
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Islamic & Indian Art

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Marine Art

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Mechanical Music

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Modern, Contemporary & Latin American Art

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Modern & Contemporary Middle Eastern Art

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Modern & Contemporary South Asian Art

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EUROPE
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Automobilia

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Adrian Piropos
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Motorcycles

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Native American Art

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Natural History

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Old Master Pictures

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Orientalist Art

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Photography

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Scientific Instruments

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Silver & Gold Boxes

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South African Art

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Sporting Guns

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Travel Pictures

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Urban Art

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HONG KONG
Daniel Lam
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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.

Notice to Bidders.

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

If successful

I will collect the purchases myself ☐

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

Sale title: The Marine Sale		Sale date: 18 April 2018	
Sale no. 24653		Sale venue: Knightsbridge, London	
If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.			
General Bid Increments:			
£10 - 200by 10s		£10,000 - 20,000by 1,000s	
£200 - 500by 20 / 50 / 80s		£20,000 - 50,000by 2,000 / 5,000 / 8,000s	
£500 - 1,000by 50s		£50,000 - 100,000by 5,000s	
£1,000 - 2,000by 100s		£100,000 - 200,000by 10,000s	
£2,000 - 5,000by 200 / 500 / 800s		above £200,000at the auctioneer's discretion	
£5,000 - 10,000by 500s			
The auctioneer has discretion to split any bid at any time.			
Customer Number		Title	
First Name		Last Name	
Company name (to be invoiced if applicable)			
Address			
City		County / State	
Post / Zip code		Country	
Telephone mobile		Telephone daytime	
Telephone evening		Fax	
Preferred number(s) in order for Telephone Bidding (inc. country code)			
E-mail (in capitals)			
By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses.			
I am registering to bid as a private buyer <input type="checkbox"/>		I am registering to bid as a trade buyer <input type="checkbox"/>	
If registered for VAT in the EU please enter your registration here: □□ / □□□ - □□□□ - □□		Please tick if you have registered with us before <input type="checkbox"/>	

Please note that all telephone calls are recorded.

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

FOR WINE SALES ONLY	
Please leave lots "available under bond" in bond <input type="checkbox"/>	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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