# Bonhams



## **Travel & Exploration**

Montpelier Street, London I 10 February 2021



## **Travel & Exploration**

Montpelier Street, London | Wednesday 10 February, at 1pm

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26404

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## **ILLUSTRATIONS**

Front cover: Lot 48
Back cover: Lot 14
Inside front cover: Lot 24
Inside back cover: Lot 60
Contents: Lot 119
Index: Lot 147

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## Contents



	LOTS
General Travel	1-5
Pacific	6-9
Australia and New Zealand	10-21
Indonesia and Southeast Asia	22-31
Japan, China and Taiwan	32-46
Central Asia, Himalayas and Mountaineering	47-53
Myanmar, India and Sri Lanka	54-77
Sub-Saharan Africa and the Indian Ocean	78-104
North Africa and Egypt	105-115
Middle East and Persian Gulf	116-122
Turkey, Greece and the Ottoman Empire	123-133
Mediterranean and Malta	134-146
Baltic	147
Atlantic and West Indies	148-153
South America	154-157
North America	158-159
Arctic Circle	160-174
Antarctic	175-191







#### **GENERAL TRAVEL**

### A GEORGE PHILIP & SON LIMITED 18 INCH MERCHANT SHIPPERS' GLOBE, ENGLISH, LATE 19TH CENTURY,

The sphere applied with colour gores mounted in brass meridian with engraved quadrant scales in horizontal ring applied with printed degree compass point, zodiac and calendar scales, raised on three mahogany legs tapering in brass castors with stretcher centred by magnetic compass, 44in (112cm) high

£7,000 - 10,000 €7,900 - 11,000 \$9,600 - 14,000

## [ORTELIUS (ABRAHAM)]

Typus orbis terrarum, double-page hand-coloured map engraved by F. Hogenberg, Latin text on verso, good margins [Shirley 122], 340 x 490mm., [Antwerp, 1574, or later]

£2,000 - 4,000 €2,200 - 4,500 \$2,700 - 5,500

## WORLD MAPS - EMBROIDERED

A pair of embroidered oval maps of the West and East hemispheres, each handstitched in various coloured threads on a silk ground, with a decorative border of trailing oak leaves and acorns in green and brown threads, mounted, framed and glazed (to show stitching on verso), diameter 535mm., [nineteenth century] (2)

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

Attractively presented nineteenth century embroidered sampler maps showing the twin hemispheres.









### 4.

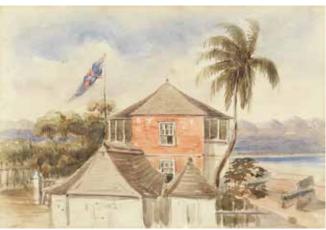
## **HONDIUS (HENRICUS)**

[CONTINENTS] America noviter delinieata; Asia recens summa cura delineata; Africae nova tabula; Europa exactissime descripta auctore, double-page hand-coloured engraved maps, decorative cartouches, English text on verso, first three mentioned paper toned, short tear at fold of America, map sheet of fourth slightly smaller, 380 x 515mm., Antwerp, 1631 (4)

£1,000 - 2,000 €1,100 - 2,200 \$1,400 - 2,700









## **BRITISH SCHOOL, MID-19TH CENTURY**

Ten watercolous taken from a soldier's sketchbook, to include the following:

Spangmick, Pangong Lake, Tibet, 1856 Leh, Ladakh, India, 1856 (and another) Penang Island, Malaysia, 1856 Aberdeen Bay, Hong Kong

Buddhist temple, Hong Kong, 1856 Macau from the West, 1857

Boats of HMS Hornet attacking a Pirate fleet, 1857

The Great Pyramid, Egypt

Officer's quarters, Jamaica

one inscribed on the watercolour, the others variously inscribed on

sheet verso

watercolour

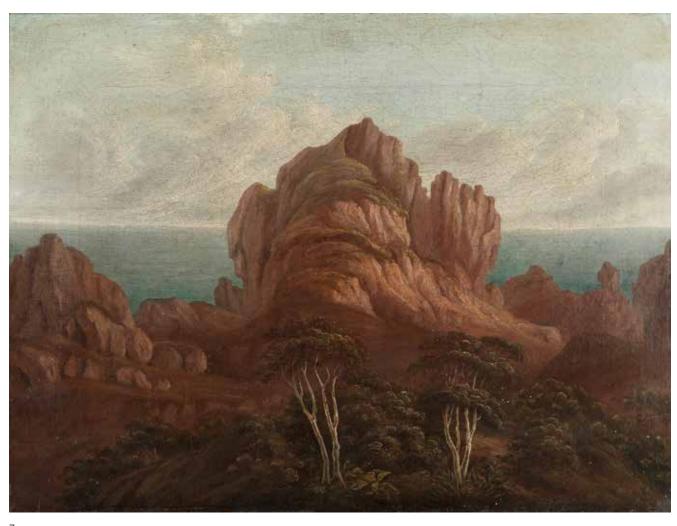
17 x 26.5cm (6 11/16 x 10 7/16in) and smaller. (10)

£1,200 - 1,800 €1,300 - 2,000 \$1,600 - 2,500









/

## **PACIFIC**

6

### **FOLLOWER OF JOHN WEBBER (BRITISH, LONDON 1751-1793)**

A pair of mountain landscapes believed to be in French Polynesia, possibly the Marquesas Islands oil on canvas each  $45.4 \times 60.6$ cm (17 7/8  $\times$  23 7/8in). (2)

£6,000 - 8,000 €6,700 - 9,000 \$8,200 - 11,000

### Provenance

Private collection, UK.

7

### **FOLLOWER OF JOHN WEBBER (BRITISH, LONDON 1751-1793)**

A view believed to be a detail from the reverse of the ridge of Mount Otemanu, Bora Bora, French Polynesia oil on canvas  $35.6 \times 47.6 cm (14 \times 18 \ 3/4 in)$ .

£2,000 - 3,000 €2,200 - 3,400 \$2,700 - 4,100

## Provenance

Private collection, UK.





### **COLONIAL SCHOOL, CIRCA 1800**

A pair of views believed to depict Les Chutes de la Madeleine, New Caledonia

watercolour and gum arabic on wove each 46.4 x 61cm (18 1/4 x 24in). (2)

£5,000 - 7,000 €5,600 - 7,900 \$6,800 - 9,600

#### Provenance

Anon. sale Sotheby's, London, 13 March 1980, lot 36. Private collection, UK (acquired from the above).

The identification of these locations as Les Chutes de la Madeleine (the Falls of the Madeleine), New Caledonia, can be put down to a number of factors. Initially, there is the topography of the scenes themselves, with the falls bearing a remarkable resemblance and the mountain in the distance matching the ridge of the range found in what is now the Pic du Grand Kaori nature reserve. Also, there are the distinctive pine trees that the artist has taken the effort to depict in detail, with their long slender form and bushy needles, they

match the specific species endemic to the island, the New Caledonia Pine. The use of a dugout canoe and the appearance of the native subjects is consistent with South Pacific Islanders during the late 18th and 19th Centuries.

The first documented European sighting of New Caledonia was by Captain James Cook on his 1774 expedition. It was at this point that the island was named, as Cook believed the Northern part of the main island resembled Scotland; although the scenes depicted in this lot belong to the Southern region of the main island, with the mountains and pines, perhaps one can still see this resemblance. Moving into the late 18th century, we see an increased European presence on the island with merchant shipping and whalers developing their operations in the area. By 1800, the main island was largely mapped, and it is very likely that there would have been a missionary presence, as was common place where trade routes were established in new found regions. So, by the early 19th Century, there would have been a movement of Western mapping parties, traders, whalers and missionaries through New Caledonia, at which point these works are very likely to have been executed.

These watercolours represent extremely rare early views in a lesser documented region of the globe.

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.



9.

### FREZIER (AMÉDÉE FRANÇOIS)

A Voyage to the South-Sea, and Along the Coasts of Chili and Peru, in the Years 1712, 1713, and 1714... with a Postscript by Dr. Edmund Halley, first edition in English, title printed in red and black, 37 engraved maps, charts and plates (many folding), by J. Senex, J.B. Scotin, N. Guérard and others after Frézier, some spotting, contemporary panelled calf, gilt morocco spine label, spine cracked and crudely repaired at joints, rubbed [Borba de Moraes I, p.329; Hill 654; Nissen ZBI 1433; Sabin 25926], 4to, Jonah Bowyer, 1717

£600 - 800 €670 - 900 \$820 - 1,100

"This first English translation contains the same engravings as the French original [1716], but is preferred to the latter because it contains a postscript by Edmund Halley... which corrects certain geographical errors made by Frézier" (Hill).

#### Provenance

R. Roredin, ownership inscription on front free endpaper, with additional manuscript index added on final blank.

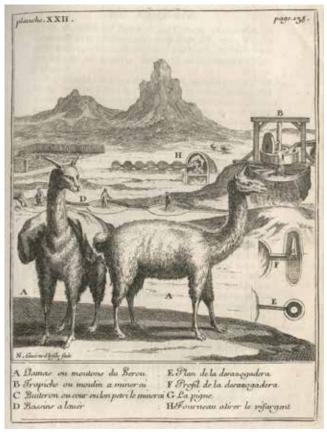
#### **AUSTRALIA AND NEW ZEALAND**

10

#### **MELBOURNE**

COGNÉ (FRANCOIS) Swanston Street; Sandridge; Botanical Gardens, from Charles Troedel's "The Melbourne Album", tinted lithographs by and after Cogné, captioned in margins, 322 x 410mm., [Published at the Melbourne Album Office, c.1863] (3)

£600 - 800 €670 - 900 \$820 - 1,100



9





## 11 · LYCETT (JOSEPH)

A collection of 39 views, from "Views in Australia or New South Wales, & Van Dieman's Land Delineated, In Fifty Views, With Descriptive Letter Press", hand-coloured aquatint plates, some with accompanying letterpress descriptive text, loose [Abbey, Travel 570; Ferguson 974; Wantrup 218b], sheet 265 x 370mm., J. Souter, 1824-1825, sold as a collection

£4,000 - 6,000 €4,500 - 6,700 \$5,500 - 8,200

"Lycett was the outstanding artist of his period in Australia and his *Views in Australia* is a landmark in the development of the Australian illustrated book. It is the most celebrated of Australian topographical plate books, and, despite its rarity, must be considered essential to a collection" (Wantrup, *Australian Rare Books*).

Comprises: Botany Bay, New South Wales; View of Captain Piper's Naval Villa, at Eliza Point, near Sidney; Burwood Villa, New South Wales; Lake Paterson... Hunter's River; View of the Female Orphan School, near Parramatta; View of Napean River; View of Windsor, Upon the River Hawkesbury; Liverpool, New South Wales; The Residence of Edward Riley, Wooloomooloo; View of Lake George; Kissing Point, New South Wales; View of the Heads, at the Entrance to Port Jackson; The Residence of John McArthur..., near Parramatta; Bathhurst Cataract; View on the Wingeecarrarbee River; View of Wilberforce; Parramatta; Mount Direction, near Hobart Town; Mount Wellington; Distant View of Hobart Town; View of Hobart Town (2 copies); Mount Nelson, near Hobart; View of Port Macquerie; View on the Macquerie River; View from the Top of Mount Nelson; Roseneath Ferry, near Hobart Town; View of Roseneath Ferry, from the East Side; The Table Mountain; View of Tasman's Peak; Mount Dromedary, Van Dieman's Land; Salt Pan Plain; The Western or Boundary Lake; View of the River Tamar; Ram Head Point, Port Davey; View from the Top of Constitution Hill; View of the South End of Schouten's Island; Cape Pillar, Van Dieman's Land.





13

## FREDERIC CASEMERO TERRY (AUSTRALIAN, 1827-1870)

An Australian view believed to be in the forests of Illawarra, New South Wales signed 'F C TERRY' (lower right)

watercolour 18.5 x 34cm (7 5/16 x 13 3/8in).

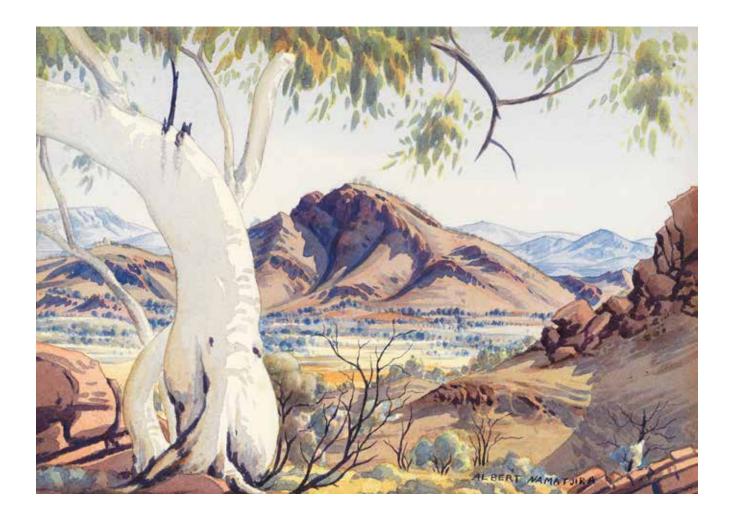
£1,000 - 1,500 €1,100 - 1,700

\$1,400 - 2,100

## FREDERIC CASEMERO TERRY (AUSTRALIAN, 1827-1870)

A view of Australian coastal islands watercolour 17.5 x 22.6cm (6 7/8 x 8 7/8in).

£700 - 1,000 €790 - 1,100 \$960 - 1,400



1/

## ALBERT NAMATJIRA (AUSTRALIAN, 1902-1959)

A ghost gum on Washwood Stn. (Mt. Bowman) near Haasts Bluff, Central Australia signed 'ALBERT NAMATJIRA' (lower right) watercolour sheet 28 x 39.1cm (11 x 15 3/8in)

£8,000 - 12,000 €9,000 - 13,000 \$11,000 - 16,000

#### Provenance

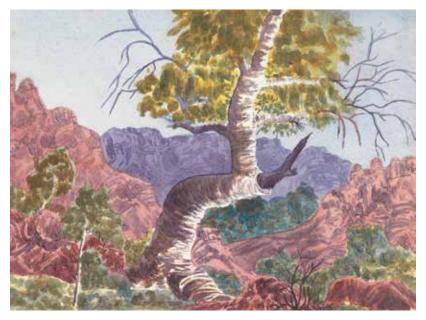
Private collection, UK.

The sheet verso also bears title and further inscription 'Scene on Washwood Stn. (Mt. Bowman) near Haast Bluff Central Australia (sold by Mrs S.A.Bawke/Alice Springs N.T.)'

Namatjira's mentor, teacher and friend Rex Battarbee, suggested in his diaries that the artist's framing of scenes was influenced by his interest in photography. It is a convincing premise when considering the present work - one feels almost as if we are viewing the scene and its distant landscape through the camera's viewfinder. Namatjira crops the top of the monumental ghost gums which stand tall beyond sight, the pale green leaves cascading into view suggesting far-reaching branches above.

Alison French observes; 'The trees in Namatjira's work are often subjects in their own right and play a pivotal role in leading our eye into the inner recesses of the image... In most instances, a giant river gum fills the frame to the left or right of the composition, in the shallow viewing space that Namatjira invites us to share. We gaze past this tree and the intervening middle ground to another motif: a mountain range...'1. Unlike in the works of many European artists of the time, in Namatjira's work, landscapes do not serve a purely decorative function, but as accurate 'maps' of his sacred ancestral Arrente Country for which he was custodian and both trees and mountain ranges are imbued with a spiritual presence.

1 Alison French, Seeing the Centre: The Art of Albert Namatjira 1902-1959, National Gallery of Australia, Canberra, 2002, p.117





16

## 15 OTTO PAREROULTJA (AUSTRALIAN, 1914-1973)

A gum tree in an Australian landscape signed 'Otto Pareroultja' (lower left) watercolour 26 x 34.9cm (10 1/4 x 13 3/4in).

£400 - 600 €450 - 670 \$550 - 820

## Provenance

Private collection, UK.

16

## **WILLIAM DUNN KNOX (AUSTRALIAN, 1880-1945)**

'The Home Paddock' signed 'W.D.KNOX.' (lower left), bears title (on board verso) oil on canvasboard 34.6 x 44.7cm (13 5/8 x 17 5/8in).

£800 - 1,200 €900 - 1,300 \$1,100 - 1,600

#### Provenance

Purchased in Australia in 1985, and thence by descent in a private collection, UK.  $\,$ 





18

### 17

## ATTRIBUTED TO SAMUEL AUGUSTUS PERRY (LONDON 1787-1854 AUSTRALIA)

A view believed to be towards the Hawkesbury River in New South Wales, Australia watercolour 22.2 x 32.7cm (8 3/4 x 12 7/8in). unframed

£600 - 800 €670 - 900 \$820 - 1,100

### 18

### **SIR JOHN LONGSTAFF (AUSTRALIAN, 1861-1941)**

A still life of mushrooms signed and dated 'J Longstaff 40' (lower right) oil on canvas 28 x 38.1cm (11 x 15in).

£800 - 1,200 €900 - 1,300 \$1,100 - 1,600 19
RUSSELL DRYSDALE (AUSTRALIAN, 1912-1981)
Woman in a bonnet
signed 'Russell Drysdale' (lower left)
ink on paper
31.1 x 23.5cm (12 1/4 x 9 1/4in).

£800 - 1,200 €900 - 1,300 \$1,100 - 1,600

#### Provenance

With Agnew's, London, stock no. CN0618.

20

## **RUSSELL DRYSDALE (AUSTRALIAN, 1912-1981)**

Station hand inscribed 'station hand' (verso) ink and wash on paper 36.5 x 23.5cm (14 3/8 x 9 1/4in). with a head study of the station hand drawn in ink on the reverse

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

### Provenance

With Agnew's, London, stock no. CN0620.



19



20



## **JOHN GULLY (NEW ZEALANDER, 1819-1888)**

The Remarkables from the edge Lake Wakatipu, Otago, New Zealand signed and dated 'JOHN GULLY/1882' (lower right) watercolour  $35.3 \times 63.5 cm$  ( $13.7/8 \times 25 in$ ).

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

### Provenance

Private collection, UK.





23

## **INDONESIA AND SOUTHEAST ASIA**

22.

#### [ORTELIUS (ABRAHAM)]

Asiae nova descriptio, double-page hand-coloured engraved map, decorative cartouche, ships in the sea areas, Latin text on verso, good margin, 275 x 495mm., [Antwerp, 1584, or later]

£600 - 800 €670 - 900 \$820 - 1,100 23

#### **INDONESIA - PHOTOGRAPHY**

Album of 48 views in Aceh, Ambon Island, Surabaya, Jakarta, Singapore and Penang, albumen prints, by various photographers (one of "Singapore Fruits" by Lambert), mounted one per page, ink captions in Dutch, images 210 x 700mm. (15), and smaller, contemporary red cloth, oblong folio, [1890s]

£1,500 - 2,000 €1,700 - 2,200 \$2,100 - 2,700 Album recording a journey from Sumatra to Singapore, including images of Ambon Island (Moluccas, 12, including a 2-part panorama finished in hand colouring, the Chinese district, Kampong, Fort Nieuw at Victoria, laundry drying), Surabaya in Java, Javanese dancers, Aceh (10, including 2-part panorama of Edi, street scenes, 5 views of the Kota Radjah mosque), Jakarta (3, street views), Penang (9, including Siamese temple, George Town, botanical gardens, the harbour), "Singapore Fruit" by Lambert. Five views depict Dutch ships and crew.

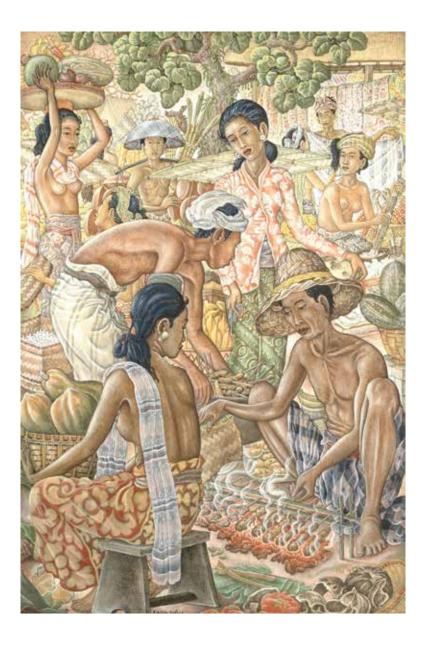




### **COLONIAL SCHOOL, EARLY 19TH CENTURY**

Chinese labourers cutting palm fronds in an Asian landscape; Chinese labourers battling fast water to transport goods through a rocky gorge, a pair oil on canvas 46 x 61 cm (18 1/8 x 24in).(2)

£2,000 - 3,000 €2,200 - 3,400 \$2,700 - 4,100 Although unclear, it has been suggested that the location depicted here is Indonesia (the Dutch East Indies). There being a number of factors leading to this assertion. Primarily, there was a large working Chinese population in Indonesia in the late 18th and early 19th Centuries, when these paintings look to date from. Under Dutch colonial rule in Indonesia there was a system of native peasants cultivating crops and Chinese intermediaries tending, harvesting, and transporting goods, this can be seen in both subjects. In one of the paintings, palm fronds are being trimmed from the trees, these could possibly be coconut trees - there was a huge trade in Indonesian palm and coconut products during this period. On top of this, the topography of the landscape closely matches that which one might expect in this region.



### ANAK AGUNG GEDE SOBRAT (INDONESIAN, 1911-1992)

A busy market in Indonesia signed 'A.A.Gde Sobrat' (lower centre) oil on canvas 124.5 x 83.5cm (49 x 32 7/8in).

£6,000 - 8,000 €6,700 - 9,000 \$8,200 - 11,000

## Provenance

Purchased from the artist by the current owner's uncle, Jacob Gjerding.

Private collection, Denmark.

Born in Padangtegal, Gianyar, Bali, Anak Agung Gede Sobrat was mesmerised by wayang kulit (traditional shadow puppetry) when he was a child. His grandfather, a well-known wayang puppeteer, taught more than carving rawhide puppets as he introduced Sobrat to a world of Hindu epics: the Ramayana and Mahabharata.

Sobrat subsequently joined the Pita Maha group and became one of the first Balinese painters to adapt Western aesthetics into his paintings. He studied under German artist Walter Spies (1895-1942) and Dutch painter Johan Rudolf Bonnet (1895-1978). Spies' legendary style of magical-realism and mastery of light captured Sobrat's imagination, and later from Bonnet, Sobrat honed his techniques of portraiture. Subsequently, his style evolved from traditional compositions such as the use of the Malat scene of the landing at Tuban to pseudo-anatomical realism. (See Vickers, Adrian, Balinese Art: Paintings and Drawings of Bali 1800-2010, Tuttle Publishing, Singapore, 2012, pp.118-119, 182).

Sobrat was best known for his depictions of village life and Balinese dance. This market scene aptly demonstrates his interest in appropriating bodily anatomy and space.

His works are in the collections of the Neka Art Museum (Ubud, Bali), Museum Sonobudoyo (Yogyakarta, Java) and Rijksmuseum voor Volkenkunde (Leiden, Holland).





27

## 26 \*

## **JUSTIN NUYDA (FILIPINO, BORN 1944)**

Untitled (Mindscapes Series) signed and dated 'J.NUYDA/74' (lower right) oil on canvas 75.9 x 75.9cm (29 7/8 x 29 7/8in).

£2,000 - 3,000 €2,200 - 3,400 \$2,700 - 4,100

## 27

### **ONG KIM SENG (SINGAPOREAN, BORN 1945)**

United Overseas Bank Plaza from Singapore River signed, dated and inscribed 'OKSeng AWS/Nov 96' (lower right) watercolour 36.5 x 53cm (14 3/8 x 20 7/8in).

£800 - 1,200 €900 - 1,300 \$1,100 - 1,600



### **CHUAH THEAN TENG (MALAYSIAN, 1914-2008)**

A couple embracing, with durian and other fruits signed 'Teng' (lower right) batik on fabric 88.6 x 54.6cm (34 7/8 x 21 1/2in).

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

#### Provenance

Yahong Gallery, Penang, Malaysia, 1970. Private collection, UK (acquired from the above, but certificate since lost).

29

### **CHUAH THEAN TENG (MALAYSIAN, 1914-2008)**

'Mother and Child' signed 'Teng' (lower right) batik on fabric 55 x 43.8cm (21 5/8 x 17 1/4in).

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

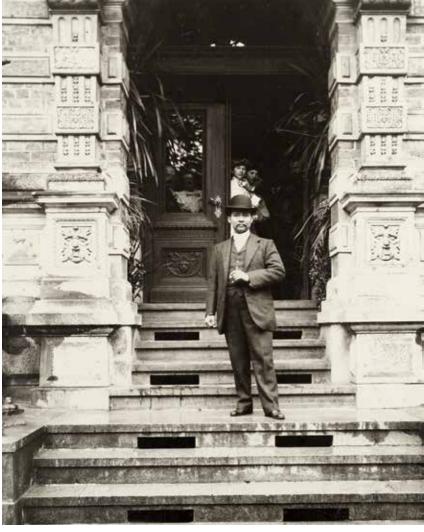
This work is accompanied by a certificate of authenticity signed by the artist and issued by the Yahong Gallery, Malaysia.

#### Provenance

Yahong Gallery, Penang, Malaysia, 1970. Private collection, UK (acquired from the above).



29





#### 30

#### **ROYALTY - KING OF SIAM**

Fine portrait of the King Rama V [Chulalongkorn], of Siam, standing in European suit with bowler hat, on the steps of Frijsenborg Castle in Denmark, gelatin silver print by R.R. Kirkegaard (photographer's blindstamp credit lower right), window-mounted, image approximately 225 x 173mm., [1907]

£600 - 800 €670 - 900 \$820 - 1,100

Chulalongkorn, King of Siam, is depicted standing on the steps of Frijsenborg Castle, during a visit to Denmark in 1907. Chulalongkorn (1853-1910) was known for his push to modernise Siam (modern-day Thailand) and forge links with European powers. Denmark had long been an ally, 2021 marking the four hundredth anniversary of their bilateral relations.

#### 31

#### M. BARNARD, EARLY 20TH CENTURY

The main gate of the Fortress of Malacca, Malaysia

signed and dated 'M.BARNARD/1913' (lower left)

watercolour 26.7 x 37.4cm (10 1/2 x 14 3/4in). unframed

£500 - 700 €560 - 790 \$680 - 960

The Fortress of Malacca was built by the Portuguese in 1512 in order to consolidate their expansion into the region. Sometime following the Battle of Malacca, 1641, and the occupation of the city by the Dutch, the famous keep (A Famosa) was destroyed but the outer walls of the fortress were reinforced. With a lack of funds for upkeep and a desire for it to not fall into the hands of the French, in 1807 it was ordered that it be destroyed. The main gate depicted here is the only part which remains today. They are among the oldest European architectural remains in Southeast Asia and the Far East.





33

## **JAPAN, CHINA AND TAIWAN**

32

## IOKI BUN'YA (BUNSAI) (JAPANESE, 1863-1906)

The Karamon of the Shinto shrine Nikkō Tōshō-gū, Nikko, Japan signed and inscribed 'Bunsai loki Nikko' (lower left) watercolour

31.7 x 48.9cm (12 1/2 x 19 1/4in).

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

## Provenance

Private collection, South Africa.

33

## **EUROPEAN SCHOOL (19TH CENTURY)**

View across to the bay of Hong Kong towards the mountains, junks in the sea, a tradesman carrying a load in the fore-ground ink, on paper, laid on old album sheet  $18.5 \times 26.5 cm$  (7 5/16 x 10 7/16in).

£300 - 500 €340 - 560 \$410 - 680





35

The Delta A. M. A. The Orac, receiving the state of the s

36

### **EUROPEAN SCHOOL (19TH CENTURY)**

'Lost in Kowloona City [Honk Kong]' captioned and dated 'Jan. 30 1875' (lower right) pen and ink, on paper 32 x 25cm (12 5/8 x 9 13/16in).

£400 - 600 €450 - 670 \$550 - 820

The image depicts a European man, and tearful boys walking along a cobbled street in the Kowloon, Hong Kong, watched by the popolation, pigs in the foreground the walled gateway in the background.

#### Provenance

George Dods (1836-1909, Acting Colonial Surgeon, Hong Kong), according to vendor.

35

#### **CREALOCK (HENRY HOPE)**

Portrait of Yeh Mingchen, Governor of Canton, captioned "Yeh, from a sketch taken at his capture in Canton. H.H. Crealock, January 1858; "A China Man"; "Number One Picnic ?Babros", and 5 others, uncaptioned, including 3 Chinese portrait types (rowing; working with baby on back; with hat and elevated shoes, pig in background), an Indian soldier, sketches of a dog and pigs, lithographs, each mounted on old album sheets, the animal group with red oval ink stamp of the "Quarter Master General Office, Oct. 22 1857" on the image, 330 x 255mm., or slightly smaller, [1857-1858]; with a collection of 21 lithographed plates of Chinese subjects, in the style of George Chinnery, 2 hand-coloured, upper image soiled, a sprinkle of single wormholes throughout, stitched, 243 x 320mm., [c.1850s/60s] (collection)

£600 - 800 €670 - 900 \$820 - 1,100

Rare lithographed studies of Chinese subjects by Henry Hope Crealock, who in March 1857 was appointed deputy adjutant quartermaster-general to the China Expeditionary Force during the Second Opium War, being promoted in March 1860 to military secretary to Lord Elgin during his Chinese embassy. The subjects include a portrait of Yeh Mingchen, Governor of Canton 1852-58, whilst he was a prisoner on board H.M.S. *Inflexible* in 1858.

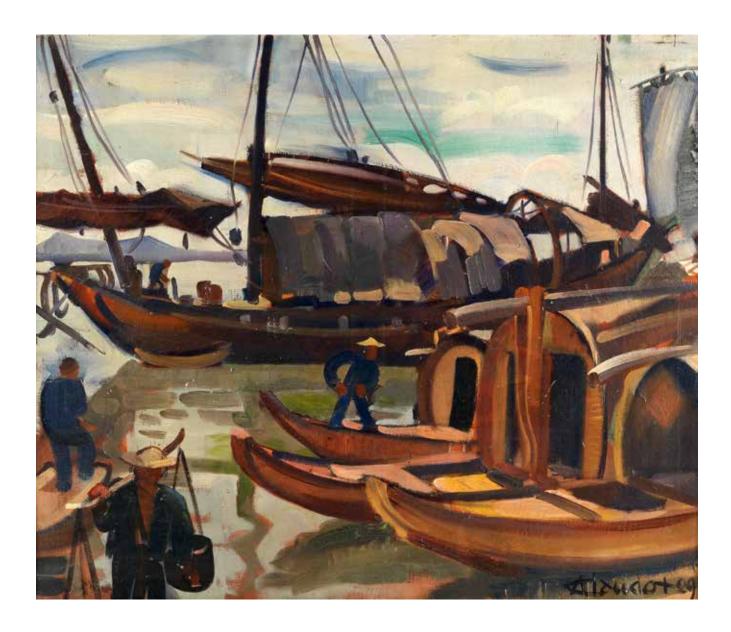
36'

#### **CANTON - OPIUM WARS**

Broadside proclamation announcing the forthcoming withdrawal of Allied troops from the city of Canton, and the restoration of the city to Chinese authorities on 21st October 1861, one sheet, ink note "Canton 1 October 1861" added in upper margin, vestiges of old mounting on verso, 370 x 155mm., [?Canton, no printer, 1 October 1861]

£500 - 800 €560 - 900 \$680 - 1,100

'Salutes will be mutually fired and flags exchanged to develop the element of joy, in order that the admirable intention of cordial harmony between the Chinese and foreign nations may be auspiciously illustrated' - a scarce "Special Proclamation" announcing that Canton would be formally evacuated by the English and French Allied troops, who had occupied it since 1857, issued as a guarantee for the payment of the indemnity provided for by the Treaty of Tientsin, which drew a final end to the Second Opium War.



37 \* AR

### ANDRÉ CLAUDOT (FRENCH, 1892-1982)

Sampans moored in Hangzhou Harbour, China signed and dated 'AClaudot 29' (lower right) oil on canvas 61.2 x 72.7cm (24 1/8 x 28 5/8in).

£6,000 - 8,000 €6,700 - 9,000 \$8,200 - 11,000 André Claudot was based in China from 1926 to 1930 and initially worked as a professor at the National Institute of Arts in Beijing. Whilst in this role, he built relationships with communist or sympathetic students, and would protest violently against Chiang Tso-Lin's coup d'état - several of his students being executed for their involvement in these protests. After the liberation of Beijing by Kuomintang in 1928, he moved on to teach at the Hangzhou Institute of Arts. It is during this tenure that the present work would have been completed.

# An Important Collection of works by Ran In-Ting from a UK Private Collection.

Lots 38-44

The current owners' father was a Naval Attaché in Formosa from 1956-1959 and was often liaising between Her Majesty's Government and the Nationalist Party under the leadership of General Chiang Kai-shek. His social circles often included prominent people in the region and through these channels he met and became friends with the artist Ran In-Ting.

Each work in this collection was acquired directly from the artist by the current owners' father (Naval Attaché in Formosa from 1956-1959 and friend of the artist), and thence by descent.



38

## RAN IN-TING (LAN YINDING) (TAIWANESE, 1903-1979)

Tamsui River, Formosa signed, inscribed and dated 'RAN IN-TING./TAM SUI RIVER/FORMOSA/8. 1958.' (lower right), also signed in Chinese with artist's seal (lower right) watercolour 38.1 x 55.9cm (15 x 22in).

£3,000 - 5,000 €3,400 - 5,600 \$4,100 - 6,800 The present lot shows a western couple (the owners' parents) standing outside their house on the Tamsui river. The work was a gift from the artist to the couple.

### RAN IN-TING (LAN YINDING) (TAIWANESE, 1903-1979)

Bamboo by the river, Formosa signed and inscribed 'RAN IN-TING/FORMOSA' (lower left) and also signed in Chinese with artist's seal (lower left) monochrome watercolour 16.2 x 26cm (6 3/8 x 10 1/4in).

£600 - 800 €670 - 900 \$820 - 1,100

40

## RAN IN-TING (LAN YINDING) (TAIWANESE, 1903-1979)

Fields in the mountain after the rain signed, titled and cyclically dated '1958' in Chinese with artist's seal (lower right) watercolour 22.2 x 26cm (8 3/4 x 10 1/4in).

£1,200 - 1,800 €1,300 - 2,000 \$1,600 - 2,500

41

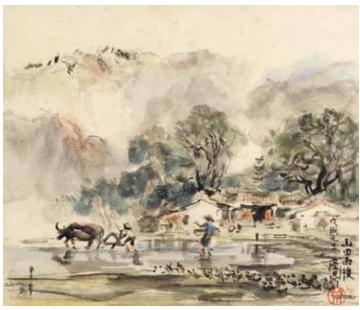
## RAN IN-TING (LAN YINDING) (TAIWANESE, 1903-1979)

Bamboo by the riverside signed, titled and cyclically dated '1958' in Chinese with artist's seal (lower left) watercolour 22.2 x 26cm (8 3/4 x 10 1/4in).

£1,200 - 1,800 €1,300 - 2,000 \$1,600 - 2,500



39



40







43

42

## RAN IN-TING (LAN YINDING) (TAIWANESE, 1903-1979)

Formosa in the rain

signed and inscribed 'RAN IN-TING/FORMOSA' (lower left) and also signed in Chinese with artist's seal (lower left) monochrome watercolour

19 x 28.2cm (7 1/2 x 11 1/8in).

£600 - 800 €670 - 900 \$820 - 1,100 43

## RAN IN-TING (LAN YINDING) (TAIWANESE, 1903-1979)

A rural lane, Formosa signed and inscribed 'RAN IN-TING/FORMOSA' (lower right) and also signed in Chinese with artist's seal (lower right) monochrome watercolour 17.1 x 27cm (6 3/4 x 10 5/8in).

£600 - 800 €670 - 900 \$820 - 1,100



## RAN IN-TING (LAN YINDING) (TAIWANESE, 1903-1979)

View of the Tamsui River, Formosa signed and inscribed 'RAN IN-TING/ FORMOSA' (lower right) and also signed in Chinese with artist's seal (lower right) monochrome watercolour 19.7 x 29.5cm (7 3/4 x 11 5/8in).

£600 - 800 €670 - 900 \$820 - 1,100

Other Properties

45

## ROBERT TAYLOR PRITCHETT (BRITISH, 1823-1907)

'The Treasurer of Temple' (the Temple of the Five Immortals, Guangzhou) inscribed and signed with monogram 'The Treasurer/of/TEMPLE/RTP (lower right) and further inscribed and dated '5/GENI/TEMPLE/CANTON/JAN.22/1882' (lower left) pencil and watercolour 23 x 16cm (9 1/16 x 6 5/16in).

The 5 Geni Temple in Canton is now known as the Temple of the Five Immortals in Guangzhou.



45





46

#### KASHGAR, WESTERN CHINA - PHOTOGRAPHY

'Photographs taken during my journey from Srinagar to Kashgar from May 15th to June 10th 1908, and also photographs of Kashgar and surroundings 1909', album compiled by Brigadier A.R.B. Shuttleworth, whilst serving as British Consul in Chinese Turkestan, upwards of 180 gelatin silver prints, most captioned in ink by Shuttleworth, a few with sky masked out in white ink, mostly mounted 2 per page recto and verso (some smaller up to 6 per page), images mostly 130 x 105mm. (approximately 55 smaller), variable tones and fading, contents loose within contemporary half morocco album, oblong 4to, [1908-1909]

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

Shuttleworth left Srinagar on 15 May 1908, arriving on 10 June at Kashgar, where he was Acting British Consul during George Macartney's one-year furlough (Macartney's departure in June 1908 is depicted in several images). The photographs record Kyrgyz settlements, the Tashot suspension bridge over the Hunza River and various other river crossings, Nomal Fort, Gilgit, Tashkurghan, 'my house at Yarkand', the British Consulate at Kashgar, numerous scenes around Kashgar, the Swedish Mission (including a portrait of Rev. John Tornquist), 'the eldest son of the Mir of Hunza at Baltit', the polo ground at Baltit, 'a Chinese schoolmaster chilling pupils at Faizabad', various locals, and personalities of the Consulate. Kashgar is now in Chinese Xinjiang Uyghur Autonomous Region.

#### Provenance

Brigadier A.R.B. Shuttleworth (1873-1935), ink title and ownership inscription (dated 22 December 1909) on front free endpaper.

## CENTRAL ASIA, HIMALAYAS AND MOUNTAINEERING

47

#### **IACOVLEFF (ALEXANDRE)**

Dessins et peintures d'Asie. Exécutés au cours de l'Expedition Citroen Centre-Asie. Troisième mission G.-M. Haardt, [LIMITED TO 720 COPIES], 50 chromolithographed plates, lacks text, loose in publisher's printed portfolio boards with title on upper cover, ties, folio (380 x 278mm.), [Paris, Jules Meynel, 1934]

£1,000 - 2,000 €1,100 - 2,200 \$1,400 - 2,700

During 1931-1932 the Russian artist Alexandre Iacovleff (1887-1938) accompanied the Citroën Trans-Asia expedition (led by Georges Marie Haardt and Louis Audouin-Dubreuil). He recorded the scenes en route and, most notably, a series of portraits of the inhabitants of the countries through which he travelled, including Syria, Iran, Afghanistan, Mongolia and China.





## SELLA (VITTORIO) AND WILLIAM F. DONKIN - MOUNTAINEERING

Album of nineteenth century photographs of mountaineering and the Alps, comprising 139 images, many by Vittorio Sella and W.F. Donkin, mostly albumen prints, mounted on 50 card sheets (usually recto only, but using 3 versos), 22 large format by Sella (285 x 385mm., or similar) one per page, approximately 100 (typically 130 x 180mm.) mounted 4 per page, remainder varying sizes 2 per page, varying tones and fading, many subjects or photographers identified in later pencil in margins, contemporary half morocco, g.e., worn at edges, one joint split, oblong folio (365 x 465mm.), [mostly 1880s]

£6,000 - 8,000 €6,700 - 9,000 \$8,200 - 11,000

RARE NINETEENTH CENTURY ALBUM OF VIEWS IN THE ALPS BY THE GREAT PIONEERS OF MOUNTAINEERING PHOTOGRAPHY. "It is to W.F. Donkin that we owe the beginning of first-rate alpine landscape [photography]... He brought technical skill to his work as well as a wonderful eye for country... Among his contemporaries, and a friendly rival, was the greatest of all photographers of the next generation Vittorio Sella" (C. Douglas Milner, *A Century of Mountain Photography*, Alpine Journal, 1957).

William Frederick Donkin died, aged 43, during a climbing expedition to the Caucasus in 1888. Fêted at the time of his premature death, with a retrospective exhibition of his work held at the instigation of the Alpine Club (of which he was honorary secretary from 1885-1888) and Photographic Society in 1889, Donkin has subsequently been overshadowed by the longer lived Sella. This is undoubtedly due to the lack of details known about his life (no entry on *ODNB*) and scarcity of his works. The current album includes many views attributed to him.

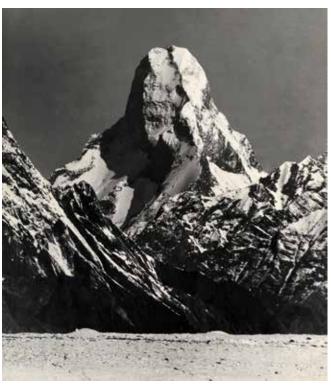
Vittorio Sella's 22 large format photographs of the Alps, from his expeditions from 1882 to 1888, include:

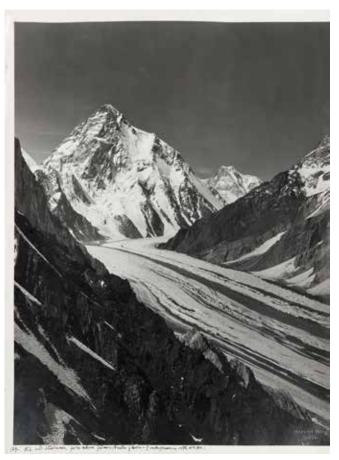
Monte Rosa and lower peak of the Rimpfischhorn (with photographer's credit stamp lower right); Aletsch Glacier and Lake Marjelen; Summit of the Matterhorn, from the Tyndall Peak; Italian Ridge of the Matterhorn; Tete Du Lion, and Dent D'Herens, from above the Col du Lion; Swiss Summit of Matterhorn, with figure (from a cracked negative); Wellenkuppe and Gabelhorn, from the Moraine of the Gabelhorn Glacier; Matterhorn from Col des Grandes Murailles; Aiguille de la Za, from its base; Highest summit of Piz Roseg; Piz Bernina; Monte della Disgrazia from the summit of Piz Roseg; Lyskamm, with three climbers on the ice; Dent d'Herens, from Tiefenmattenfoch, with three climbers on the ice; Matterhorn, from the Zmutt ravine; Matterhorn, ?from the d'Herens summit; Dent Blanche, from the arete of Dent d'Herens above Tiefenmatten Glacier; Aletsch Glacier and Eggishorn, seen from Concordia lodge; Matterhorn from Col d'Herens; Aletschhorn, from the summit of Grunhornli. Two others unidentified.

Towards the end of the album are a series of nine photographs of alpine mountaineering watercolours by "H.G.W., 1888", and several images of climbing and skating groups, and views at Davos (2 with photo credit of photo studios from Davos).

#### Provenance

The Rucksack Club, from where purchased by the vendor.





49

## **SELLA (VITTORIO)**

'The Muztgh Tower', Himalayas, gelatin silver print, photographer's blindstamp credit ("Vittorio Sella, Biella") lower right, laid on board, framed and glazed, image 593 x 458mm., [1909, printed later]

£1,000 - 2,000 €1,100 - 2,200 \$1,400 - 2,700

"It was the publication of Sella's famous telephotograph... that gave the Muztagh Tower its world-wide reputation. The Count of Abruzzi, in 1909, took a party to the Karakorum Himalaya to map, photograph, explore and climb. He had with him Signor Vittorio Sella, whose best pictures are still the acme of mountaineering photography" (J. Hartog, *The Climbing of the Muztagh Tower*, Alpine Club Journal, 1956).

### Provenance

Private UK owner.

50

#### SELLA (VITTORIO)

'179. K2 and Staircase, from above Godwin Austen Glacier - make panorama with No. 180', *gelatin silver print, inscription (as above) in lower margin, photographer's blindstamp credit ("Vittorio Sella, Biella") lower right, sheet 398 x 288mm.,* [1909, printed later]

£800 - 1,200 €900 - 1,300 \$1,100 - 1,600

#### Provenance

Private UK owner.

# **SELLA (VITTORIO)**

Gasherbrum I (or Hidden Peak); Chogalisa (or Bride Peak), a pair of views of the Kararkoram mountain range, *gelatin silver prints*, *photographer's blindstamp credit ("Vittorio Sella, Biella"), laid on board, framed and glazed, images approximately 455 x 597mm.*, [1909, printed later] (2)

£2,000 - 3,000 €2,200 - 3,400 \$2,700 - 4,100

A pair of fine views of famous peaks in the Karakoram mountain range, taken by Sella when he accompanied Princi Luigi Amadeo of Savoy's expedition in 1909.

#### Provenance

Private UK owner.

52

#### **SELLA (VITTORIO)**

View of Baltoro Towers (including Trango), Karakoram, *gelatin silver* print, photographer's blindstamp credit ("Vittorio Sella, Biella"), laid on board, very small abrasion in extreme lower margin, framed and glazed, image 455 x 597mm., [1909, printed later]

£1,000 - 2,000 €1,100 - 2,200 \$1,400 - 2,700

#### Provenance

Private UK owner.

53

# **SELLA (VITTORIO)**

'Summit of Mt. Jannu at Sunset, Nepal 1899', gelatin silver print, photographer's blindstamp credit ("Vittorio Sella, Biella"), laid on board, framed and glazed, image 450 x 600mm., [1899, printed later]

£1,000 - 2,000 €1,100 - 2,200 \$1,400 - 2,700

"Vittorio Sella's telephoto-lens masterpiece of the great head of Jannu, floating on the clouds, high above the world of little men—the very symbol of an ideal mountain-peak" (Jean Franco and Lionel Terray, *At Grips with Jannu*, 1967).

### Provenance

Private UK owner.



51

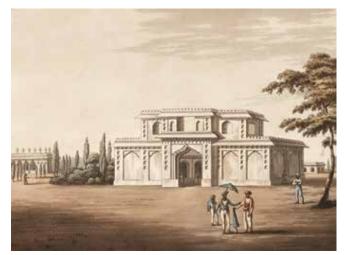


52





55



# MYANMAR, INDIA AND SRI LANKA

54 \*

#### LIEUTENANT JOSEPH MOORE (BRITISH, ACTIVE CIRCA 1824)

Scene Upon the Eastern Road from Rangoon Looking Towards the South', and 9 further views of scenes in Rangoon [Nay Pyi Taw, Myanmar]

hand-coloured aquatint views by G. Hunt after Moore, all published by Kingsbury & Co., 1825

33 x 43cm (13 x 16 15/16in). (10)

£600 - 800 €670 - 900 \$820 - 1,100

55

#### **MYANMAR - PHOTOGRAPHIC ARCHIVE**

Album of approximately 96 views, portraits, groups of Burma, *gelatin silver prints, mounted mostly 4 per page, some rounded and shaped, images 75 x 100mm. and smaller, original cloth, small oblong 4to,* [c.1911]; Bundle of approximately 40 loose gelatin silver prints, *many captioned in pencil on verso, approximately 89 x 115mm. and slightly smaller*; Collection of approximately 90 glassplate negatives of views in Burma, *most in paper wallet sleeves, held in 2 wooden boxes, images 110 x 90mm.*, [c.1911]; GORDON (FRANCIS WALDEN) Collection of 32 glass stereoviews of Burma, *captions on slide, several marked "Stereogram Shan Tayok", held in original box, plates 45 x 110mm.*, [c.1920s] (collection)

£400 - 600 €450 - 670 \$550 - 820

Archive of images, mostly taken with a private camera seemingly belonging to a British tradesman and merchant in the early years of the twentieth century. Captions include: 'Theatre Chittagong', 'Market Place, Savoy', 'Burmese boys', 'Burmese wedding', 'Gold mine', 'Shrine Shree Dragon Pagoda, Rangoon', 'Chinese junk, Rangoon river', and 'Leaving Chittagong, tramp steamer'.

#### Provenance

P.L. Buisley, presentation inscription of Maud Buisley, 27 April 1911 in the album.

56

# FRANCIS SWAIN WARD (BRITISH, 1734-1794)

'Fort Square, from the South Side of the Parade', with 4 further views of India

hand-coloured aquatints, by J.C. Sadler and others, two after Ward, three after James Hunter, all published by Edward Orme, 1804-1805 33.5 x 44.5cm (13 3/16 x 17 1/2in). (5)

£500 - 800 €560 - 900 \$680 - 1,100

57 \*

#### **JAMES BAILLIE FRASER (BRITISH, 1783-1856)**

'A View of Government House, from the Eastward'; 'A View of Esplanade Row, from the Chouringhee Road'; with three further aquatint views of India after Robert Grindlay, and J.B. Hogarth hand-coloured aquaints, the first two published by Smith, Elder, c.1830, the others by R. Ackermann, 1826 36 x 40cm (14 3/16 x 15 3/4in). (5)

£500 - 700 €560 - 790 \$680 - 960

58

#### **MORVI STATE, GUJARAT - PHOTOGRAPHY**

'Morvi State Album', 70 silver gelatin prints (190 x 240mm.) mounted one per page, all captioned in blue pencil in lower margin, original decorative maroon morocco gilt, titled on upper cover with State Arms, g.e., oblong folio (280 x 385mm.), [c.1900]

£800 - 1,200 €900 - 1,300 \$1,100 - 1,600

A fine album of 70 large views of the State capital of Morvi [or Morbi], in Gujarat showcasing the extensive modernisations undertaken by Maharaja Thakur Sahib of Morvi Sir Waghji II Rawaji (1858-1922), who ruled for fifty years. Images include groups centred on the Maharaja (5, with state officials, "private group" with his two sons and railway officials); State carriages (5, 2 seating the Maharaja, one his son and heir Lakhiriji, one captioned "State carriage and the Golden harness. Whole turn out got out from England"); State Police on parade (5, mostly mounted on horse or camels); the majority depicting modern building and infrastructure projects, some populated in the fore-ground, including the State weaving and spinning cotton mill, hospital "for uncurable diseases", 15-arch stone bridge across the Machchhu River (4), the Railway station and offices (3, including horse drawn train), post office, "gas work for lighting town", customs house, "dispensary for town people", vegetable market, public park, the Green Chowk clock tower with tram line, the palace (6 exterior views, 4 interiors), the remarkable "Private suspension bridge for the private use of the palace", general workshops, State stables, stud and coach house (5), Nazzar Bagh summer palace and grounds (4), bird's-eye views of the town (2, one with bridge in background, one showing the length of main thoroughfare, the whole length of which fronted in a classical facade).

59°

### WHEELER (JAMES TALBOYS)

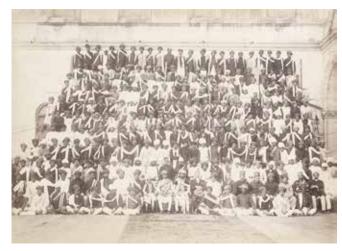
Madras and its Environs in 1733 and 1862, *lithographed map, inset plans of Fort St. George, numerous folds, short splits at some folds, 580 x 800mm.*, Madras, Goverment Lithographic Press [for J. Higginbotham], 1861

£800 - 1,200 €900 - 1,300 \$1,100 - 1,600

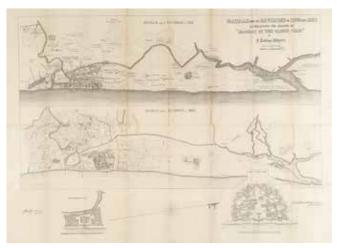
Wheeler explains in his Introduction to volume 3 of *Madras in the Olden Time* (Madras, 1862) that the map of Madras in 1733 "was originally drawn during the administration of Governor George Morton Pitt... A corresponding map has been drawn on the same sheet" showing the city in 1861. A copy of this volume is included in the lot; the map was issued with it and contained in a pocket at the rear.



57



58







60'

# **BOURNE (SAMUEL) AND CHARLES SHEPHERD**

Bourne & Shepherd's Royal Photographic Album of Scenes and Personages: Connected with the Progress of H.R.H. The Prince of Wales, through Bengal, the North-West Provinces, the Punjab and Nepal. With Some Descriptive Letterpress, albumen print frontispiece portrait, 140 albumen prints by Bourne and Shepherd, mounted between one and 4 per page (recto only, captions printed in red), occasional spotting, frontispiece loose, 2 plates re-inserted, modern red half morocco gilt, the publisher's gilt lettering panel preserved on upper cover, folio (370 x 270mm.), Calcutta, Bombay and Simla, Bourne and Shepherd, 1876

£5,000 - 7,000 €5,600 - 7,900 \$6,800 - 9,600

VERY RARE, only one copy traced on Rare Book Hub. Published by Bourne and Shepherd, the leading nineteenth century leading photographic agency in India, the album was issued to celebrate the eight month tour of the Indian subcontinent undertaken by the Prince of Wales in 1875.

The album includes photographs of significant Indian locations (including Amritsar, Lahore, Agra and Fatehpur Sikri, Delhi, Gwalior, and Benares), portraits of local princes, groups of types (including Beluchi chiefs, Dancing Gadis, Yarkandis with hunting hawks, women of Kashmire, Tibetan mendicants, and Men of Bikaner), shikar, hunting and elephants, mostly mounted.





61 •

# **GRINDLAY (ROBERT MELVILLE)**

Scenery, Costumes and Architecture, Chiefly on the Western Side of India, parts 1-2 & 4-6 only (of 6) bound in 1 vol., hand-coloured engraved general title, and 29 hand-coloured aquatint plates after Grindlay, Westall, Stanfield, Daniel and others (without "Temple of Dwarka" in part 6), all on thick paper, tissue guards, small engraved print pasted onto verso of one plate in part 1, some text leaves watermarked "J. Whatman 1827", nineteenth century red half morocco gilt, gilt lettered on upper cover, g.e., rubbed at extremities [Abbey Travel 442; Colas 1333; cf. Tooley 239], folio (402 x 300mm.), R. Ackermann, 1826[-1830]

£2,000 - 4,000 €2,200 - 4,500 \$2,700 - 5,500 "Next to Daniell the most attractive colour plate book on India. One of the few books in which the name of the colourist is mentioned. viz. J.B. Hogarth" (Tooley). The work was originally issued in six parts comprising 6 plates each, taken from a collection of sketches and drawings made by Grindlay while he was in the service of the East India Company.

### Provenance

Colonel Christopher Palmer Rigby (1820–1885), armorial bookplate and ink note ("A souvenir of my old friend, and companion during many years service in Indian and Arabia, Colonel C.B. Morton. Presented to me by Morton Bell Esquire, June 1875. C.P. Rigby") on front free endpaper. "Rigby began his military career in 1836, as an ensign in the 5th regiment of native infantry stationed in Poona. He remained in India, except for a posting in Aden from 1840 to 1843, until 1850" (ODNB).





63



62

#### INDIA AND SRI LANKA - PHOTOGRAPHY

Collection of 23 views, portraits and "types" of India (and 3 identified as Ceylon/Sri Lanka), photographers including William Baker (2), and Samuel Bourne (1), the majority albumen prints (one possible salt print, one woodbury type, 3 gelatin silver), 16 mounted (one to a sheet, recto only, excepting 2 small female portraits on one sheet) various sizes (largest 245 x 295mm.; smallest 140 x 103mm.), [late nineteenth century] (collection)

£400 - 600 €450 - 670 \$550 - 820

Images include: Baldeo Singh's Palace at Gobardhan; Fatehpur Sikri (both by W.H. Baker, nos. 1001 and 961); Carved Pillars in the Panch Mehal, Fatehpur Sikri (by Samuel Bourne, no. 1275); a bird'seye view of a lavish "Hindu Marriage"; Red Fort, Delhi; Agra Canal and Manora Breakwater; Ghats at Varanasi; "The Bathing ghats" (captioned in pencil on image, a salt print); 5 smaller portraits of women (one a series, captioned in image "Vathum", "Thayar", and "Rajamanikkum"); Botanical Gardens in Peradinya, Ceylon; "Hindu God. No. 225" [Ceylon]; "Giant Bamboos, Verediniya Gardens [Ceylon]"; Street barber; Young couple against a studio backdrop.

63

#### THOMAS DANIELL, RA (BRITISH, 1749-1840)

Mausoleum of Sultan Chusero, Near Allahabad published by Robert Bowyer, London, 1796 handcoloured aquatint plate 48.7 x 65cm (19 3/16 x 25 9/16in).

£800 - 1,200 €900 - 1,300 \$1,100 - 1,600

64

#### **GEORGE STRAHAN (BRITISH, 1839-1913)**

A mountain shrine in India with views towards a snow peaked mountain range signed 'GStrahan' (lower left) watercolour heightened with white 43.5 x 68.6cm (17 1/8 x 27in).

£700 - 1,000 €790 - 1,100 \$960 - 1,400

It is known that the artist travelled through much of India, he also visited the Himalayas. This work could therefore represent a view towards this range.





66

65

### **BRITISH SCHOOL, CIRCA 1882**

Five views in India taken from a sketchbook, including a magnificent panorama of Darjeeling from Tiger Hill

each variously inscribed with the location and dated to either 1882 or 1883

watercolour

each sheet 17.8 x 25.1cm (7 x 9 7/8in), the panorama being 35.6 x 50.2cm (14 x 19 3/4in). (5) unframed

£800 - 1,200 €900 - 1,300

€900 - 1,300 \$1,100 - 1,600 66

### **BRITISH SCHOOL, CIRCA 1869**

Four views in India by the same hand, titled as follows:

'Dalmau Ghaut, Ray Bareilly'

'Mahim Fort, Bombay'

'Well at Hydraghur(?), Ray Bareilly'

'A Sikh Wedding Party'

three affixed to original backing sheet where the titles have been inscribed

one dated 1868 and another dated 1869

watercolour

three at  $20.3 \times 35 \text{cm}$  (8 x 13 3/4in) and one smaller. (4) unframed

£800 - 1,200 €900 - 1,300 \$1,100 - 1,600

The location of Ray Bareilly can now be identified as Raebareli, Utter Pradesh.



67 \*

# RICHARD ROBERT DRABBLE (BRITISH, EXHIBITED 1859-1885)

The Mosque of Aurangzeb, Benares, as seen from the Ganges signed 'RRDrabble' (lower left) oil on canvas  $60.6 \times 91.8 \text{cm}$  (23  $7/8 \times 36 \ 1/8 \text{in}$ ). painted circa 1863

£6,000 - 8,000 €6,700 - 9,000 \$8,200 - 11,000

An old label on the stretcher gives the artist's name and his address of 19 Landsdowne Road, Notting Hill. He is known to have lived at this address between the years of 1862-1864 and the painting can therefore be dated to this time.





# CAPTAIN CLAUDIUS RICHARD WILLIAM HARRIS (BRITISH,

Front View of the Ruined Mosque, the Jumah Musjid; and View of the modern village of Mandoo and of the ancient mosque the Jumah Musjid, a pair watercolour each 22.8 x 34cm (9 x 13 3/8in). (2) unframed

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

Both works offered are believed to be the originals upon which J. Guiand based two lithographs published in his The Ruins of Mandoo: The Ancient Mahommedan Capital of Malwah in Central India by J Guiand, of Nice from Original Sketches of Captain Claudius Harris of 8th Madras Light Cavalry with Descriptive and Historical Notices (Day & Son, London, 1859).





70

#### 69

# **GEORGE CHINNERY RHA (TIPPERARY 1774-1852 MACAU)**

Figures by a tomb in Bengal pencil and watercolour on laid paper 13.5 x 18cm (5 5/16 x 7 1/16in).

£800 - 1,200 €900 - 1,300 \$1,100 - 1,600

# Provenance

With Christies, Manson & Woods Ltd, English Drawings and Watercolours, 7 October 1975.
Private collection, UK.

#### 70

# **CECIL LEONARD BURNS (BRITISH, CIRCA 1863-1929)**

A courtyard of Ibrahim Rouza, Bijapur, India signed and inscribed 'CECIL L. BURNS/Bijapur' (lower right) watercolour 33 x 47.3cm (13 x 18 5/8in).

£700 - 1,000 €790 - 1,100 \$960 - 1,400

Cecil Burns was Principal of Camberwell School of Art and Craft from 1897-99, before becoming Principal of Bombay School of Art from 1899 to 1918.





72

#### 71

# FOLLOWER OF GEORGE CHINNERY RHA (TIPPERARY 1774-1852 MACAU)

An Indian river barge struggling in heavy water, with a herd of cows seeking shelter in a nearby woodland oil on canvas 25.4 x 33.3cm (10 x 13 1/8in).

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

# Provenance

Private collection, UK.

#### 1'2

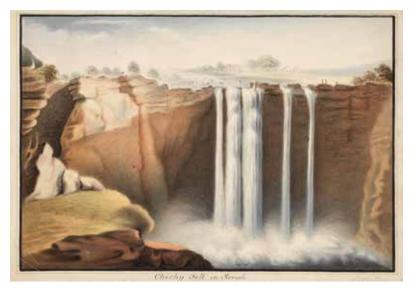
# JAMES STEPHEN GRESLEY (BRITISH, 1829-1908)

'Parbutta Hill, Poonah' signed and titled 'J Gresley' (lower left) watercolour 21.3 x 27.6cm (8 3/8 x 10 7/8in).

Together with a similarly sized watercolour by different hand dated 1852 and depicting what is believed to be Beejapore, now in Karnataka in south India.

(2) unframed

£800 - 1,200 €900 - 1,300 \$1,100 - 1,600





73



73

# VARIOUS ARTISTS, BRITISH, 19TH CENTURY

Three views in India as follows:

'Chichy Fall in Rewah'
'Rutnagherrie, Bombay'
'Morning scene at a well Suttarez, Bombay'
the first inscribed with title (lower centre);
the last initialled and inscribed 'SH/-attarez'
(lower left), dated 'Sept 22/1870' (lower right)
watercolour

21.9 x 28.6cm (8 5/8 x 11 1/4in) and smaller. (3)

unframed

£800 - 1,200 €900 - 1,300 \$1,100 - 1,600

The Chichy Falls as depicted in this lot can be identified as the Chachai Falls, Madhya Pradesh.

Rutnagherrie can now be identified as Ratnagiri in Maharashtra state.

 $74^{\,\mathrm{AR}}$ 

# HERBERT ARNOULD OLIVIER (BRITISH, 1861-1952)

Sitting by the shore of Mahim Bay, Mumbai signed and indistinctly dated 'H A Olivier 8-' (lower right) watercolour 33 x 49.2cm (13 x 19 3/8in).

£1,200 - 1,800 €1,300 - 2,000 \$1,600 - 2,500

#### **VARIOUS ARTISTS, BRITISH, 19TH CENTURY**

Eleven views in India to include: Kathiawar, Gujarat, on the Gulf of Kutch, 1892

Somnath Temple, Veraval, Gujarat, 7th Feb 1871

Raneegunge coal pits, Bengal, 28 Dec 1860 An Officer's bungalow, Kirkee

Bhaubullea Mountain from low country, Bombay

An old Bannyan tree near 57th Camp, Chopra, Jan 1859

Three prospects of the fortifications at Nundydroog

variously inscribed and dated watercolour

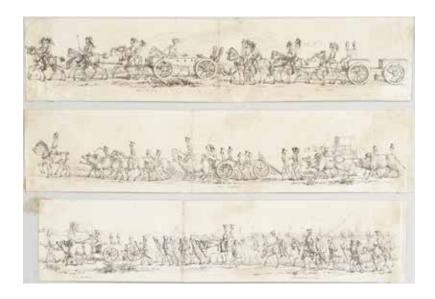
25.7 x 35.6cm (10 1/8 x 14in) and smaller. (11) unframed

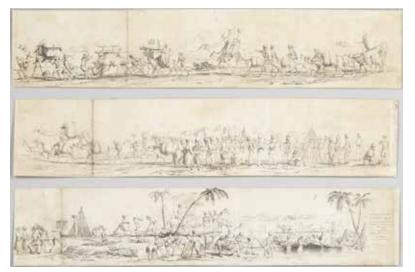
£800 - 1,200 €900 - 1,300 \$1,100 - 1,600

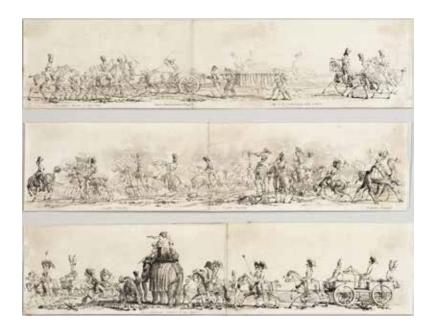












# WILLIAM ANDREW LUDLOW (BRITISH, 1803-1853)

'Bengal Troops on the line of March, (The advanced Guard driving in an outpost of the Enemy.) A Sketch by an Officer in that Army' the full set of 18 lithographs (London, Day & Haghe, c.1840)

each strip approximately 11.4 x 54.6cm (4 1/2 x 21 1/2in).

12 mounted on 4 pieces of thick card, and 6 loose.

£1,500 - 2,000 €1,700 - 2,200

\$2,100 - 2,700

The complete rare and large panorama depicting the trials and hazards of moving the Bengal Army - under East India Company control at this time - through the subcontinent. The plates are based on sketches by an officer, Captain Ludlow. Ludlow is listed in the East India Register and Directory as being on furlough from the Twelfth Regiment Bengal Native Infantry in 1835.

Throughout the panorama, British troops are interspersed with Indian soldiers, who accounted for the large majority of the force, and figures of local interest. Inscriptions beneath each point of interest in the panorama highlight figures and scenes including a Hindu idol and priest; Hindus bathing; A skirmish; 'Cart in which Native Females ride'; 'A Swivel Gun on a Dromedary'; 'Fakeers denouncing their flying Friends'. The panorama is richly detailed and filled with figures, camels and elephants laden with baggage.

When joined, the panorama extends to approximately 28 feet.

# **CHARLES WILLIAM BARTLETT (BRITISH, 1860-1940)**

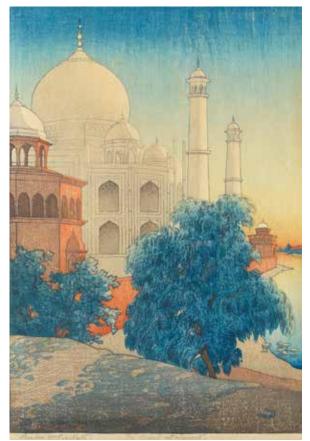
A group of seven views in India to include the Taj Mahal, the Taj Mahal at sunset, Jaunpur, Udaipur, The Golden Temple at Amritsar, Kashmir and a river punt view

five signed, three dated and each variously inscribed

woodblock printed in colours five at 26.3 x 38.4cm (10 3/8 x 15 1/8in); one at 22.2 x 30.1cm (8 3/4 x 11 7/8in); and one at 11.1 x 17.5cm (4 3/8 x 6 7/8in). (7)

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















79



80

#### SUB-SAHARAN AFRICA AND THE INDIAN OCEAN

78

#### [ORTELIUS (ABRAHAM)]

Africae tabula nova, double-page hand-coloured engraved map, decorative cartouche, ships and sea creatures, Latin text on verso, good margin, 275 x 495mm., Antwerp 1570 [or later]

£600 - 800 €670 - 900 \$820 - 1.100

79

# SEYCHELLES, MAHÉ - PHOTOGRAPHY

Group of eleven views of Mahé, Seychelles, albumen prints, mounted on card, subjects identified in ink on mount, or (larger images) in pencil on verso, five images 125 x 170mm., others 93 x 120mm., [c.1900-1910] (11)

£700 - 900 €790 - 1,000 \$960 - 1,200

Rare early twentieth century views of Mahé, the largest island of the Seychelles, identified images including street scenes in Victoria (2, one with Consular building), the *Messageries Maritimes* offices, coco de mer tree in (?)Government House gardens, European family on bridge with mountain backdrop, "sports meeting at Mahé", and four views looking towards Victoria from the sea.

80

# KENYA, ZANZIBAR AND EGYPT - PHOTOGRAPHY

Albums recording the career of William G. McKenzie Manson, in Zanzibar (30 images), Mombasa, Kenya (c.100), Egypt (c.35), Portugal (c.80, mostly Carcavelos), and home in Fochabers, Speyside in Scotland, upwards of 350 albumen or gelatin silver prints, mounted between 1 and 5 per page recto and verso, majority captioned on mount, various sizes (155 x 200mm., and smaller), each volume with ink itinerary inside upper cover (2 with carte-de-visite portrait of Manson), contemporary half morocco, paper label "Vol. 1[-4]" on upper covers, rubbed, 4to, [1889-1903] (4)

£600 - 800 €670 - 900 \$820 - 1,100

William McKenzie Manson (1873-1906) was stationed in Mombasa, East Africa (now Kenya) from January 1900 until October 1902. Images include "Old caravan road to Uganda used before the opening of the Uganda Railway", and a series of 24 large (160 x 200mm.) views of the Uganda Railway ("Curve at mile 504), "Upper Kedowa", "Plate laying gangs shifting camp", "Temporary viaduct. Mau encampment", etc.) in 1902, with two free passes for the Railway issued to "Mr. Manson with servant... servant in 3rd Class". Further Kenyan scenes show a good series of views of Mombasa (1901, including "Part of the native guarter from the Grand Hotel", "Uganda Railway station being erected", "Native quarter looking towards harbour", "Few of the starving Wa Ny Ka Tribe"), the construction of new buildings at Kilindini, Nairobi race course, British groups (with servant Abdulla Makadara) playing pong pong. From 1898 Manson was in Alexandria (includes 6 large local types - "Un arabe riches", "Porteur de l'eau", "Vagabond arabe", etc. by Schroeder & Cie"), having arrived via Malta (2), Port Said (2), and Somalia (2), followed by two months in Zanzibar (30 small format images, including French hospital, old and new golf pavilions, cricket ground, native village, "washing in swamp", "High tide Mnazi Moja", etc.). The albums start with scenes of Manson's home town Fochaber, Speyside in Scotland, and environs, and end with views of his new home "Trochelhill" near the town.

### Provenance

By family descent to current owner.

# Christopher Palmer Rigby (1820–1885)

# H.M. Consul to Zanzibar and Muscat

Lots 81-96



8

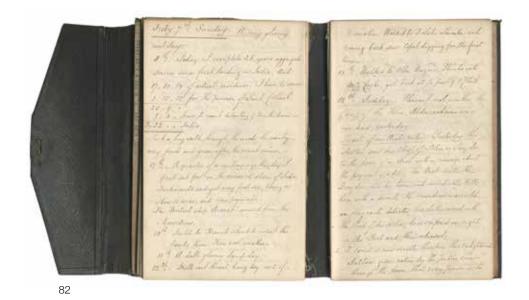
# RIGBY (CHRISTOPHER PALMER) - ANGLO-PERSIAN WAR & ZANZIBAR

Series of twenty six autograph letters signed from Christopher Palmer Rigby ("C.P. Rigby") to his friend Joseph Miles, Quartermaster of Marines at Bombay ("My dear Miles"), comprising:

(i) seventeen letters written from Bushire during the Anglo-Persian war of 1856-7, in his position as Superintendent of Police and Assistant Civil Commissioner, reporting on life in the town ("...supplies coming in from all parts, fruit, vegetables, fish etc in abundance, and the meat as good as English..."), troop movements ("...The Persians are still encamped 2 marches off and are trying to cut off our supplies... the Russians have occupied Asterabad and have a large army on the Persian frontier..."), reporting "...you will hear of the defeat of the Persian Army... Outram arrived looking remarkably well... [The Highlanders] caused an immense sensation marching through the town in their kilts. The Persians think they are our great warriors... their force amounted to eight regiments of infantry, 18 guns and four or five thousand irregular horse... They [the Persians] evacuated their camp before our arrival... finding we did not follow them came back to make a night attack on us in their entrenched camp... our Artillery blazed at them with grape and cannister... the Persians fled in confusion... we might march through their country with moderate force..."), General Jacob ("...detested by nearly everyone in camp... he is doing everything he can to embroil us with the Persians and the tribes around... a wretched stick, pig headed as a mule... it is a wretched patched up peace, we gain nothing..."), visit from a Persian Colonel "...looks as if he had just been figged out in Paris... The Persians. seem really anxious to cultivate friendship with us..."), news of mutual friends ("...what a 1000 pities all our fellows are marrying, it hampers a Regiment in every way..."), complaints of the Bombay postal system ("...a disgrace to any Christian country, a foul blot upon the 19th century..."), reports of mutinies in India ("...most exaggerated..."), and withdrawal (..." I suppose I shall be the last to embark from here...");

(ii) one letter from aboard the Falkland giving a description of the Seychelle Islands ("...every species of tropical fruit...The roads are lined with roses, myrtles & oleander... the whole island almost is in a state of nature... the root of the manioc which grows like a weed makes excellent white bread... people are too lazy... no money is ever spent on improvements... the style of living is very different... I don't think they even have tiffin or dinner, breakfast seems to be the meal... turkey, ham, curries, fish, salads, ducks stewed in olives... with claret... fancy eating all this at 10 in the morning...");

(iii) eight letters from Zanzibar as British Consul, describing being greeted by the Sultan on arrival ("...he gave a capital dinner in the European style but only sherbet to drink... the English Consul is the only person here the Sultan calls on..."), hospitality ("...the French Consul... has a French cook... would have done credit to the Café de Paris... The American Consul... can't speak a word of French... only language in which he can make himself understood is the Sowahili or negro language... I laughed when I heard them salute each other with "Jambo Monsieur"..."), scenery and abundant produce ("...like a fine park... huge mango trees, groves of oranges etc..."), arrival of slaves ("...they all wear a wooden ticket round the neck...") and slave ships ("...they come to try to bully the Sultan into consenting to a slave trade, but they find it no go... they pretend it is not a slave trade that the negroes are only "engaged" to serve for a term of years and go willingly..."), cholera ("...raging here... carried off thousands of people..."), threat of attack from Muscat ("...there will most likely be a good deal of fighting... There are 25000 wild Africans here & a firing & yelling is kept up all day... & kill 2 or 3 people daily by accident..."), the arrival of Burton and Speke ("...Speke has done much more than Burton, he left Burton after surveying the Tanganika Lake which is about 400 miles long and went alone 25 days journey North where he discovered Lake Nianza... unknown to any..."), his low opinion of Burton ("...Speke is a right good jolly resolute follow, Burton is not fit to hold a candle to him... Speke works, Burton lies on his back all day



& picks other people's brains..."), arrival of explorer Albrecht Roscher from the interior ("...Burton is very jealous of him...") and his discovery of Lake Nyassa ("...the first white man who has ever done so... There is a report he has been murdered... we are very anxious about him... Speke is going with 50 armed men..."), French designs on the colony ("...all very savage altho" outwardly polite... they want to get rid of the Sultan..."), the quashing of the rebellion of the El Harth Arabs ("...the Sultan's brother who was backed up by the French... The rebel tribe has suffered severely... the English are in high favour here now..."), his own legacy ("...I have lately emancipated 3700 slaves here... I was occupied from daylight to dark for 6 weeks having the slaves brought up and writing a certificate of freedom for each..."), and much else, c.96 pages, creased with some small tears along folds, one small portion excised to remove postmark, rust staining from old paperclips, some integral address panels with red wax seals, 8vo, Bushire, Karrack, Seychelle Islands, British Consulate Zanzibar, 28 December 1856 to 22 June 1860

£2,000 - 4,000 €2,200 - 4,500 \$2,700 - 5,500

'ENGLISH INFLUENCE IS SUPREME HERE': LETTERS FROM THE BRITISH CONSUL IN ZANZIBAR & HIS FIRST-HAND ACCOUNT OF THE ANGLO-PERSIAN WAR

A wide-ranging, closely written and detailed correspondence beginning with Rigby's first-hand experience of the Anglo-Persian war of November 1856-April 1857. As Bushire's only Magistrate and Superintendent of Police, on the arrival of Sir James Outram, commander of the British forces, Rigby was elevated to Assistant Civil Commissioner and Military Commandant. His services were indispensable as the only officer who could speak Persian. Rigby's account covers the battle of Bushire, the British attack on Brazjun, and the battle of Khushab, the largest battle of the war.

During his next posting as British Consul in Zanzibar, against a vividly portrayed background of life on the island, he speaks of his great successes in fighting the slave trade, the quashing of the Burghash rebellion, describes assisting several explorers and reveals his personal thoughts on the rivalry between Burton and Speke (see Lot 89).

These letters were retained in the papers of Christopher Palmer Rigby, extracts from which were published in his daughter's memoir, General Rigby, Zanzibar and the Slave Trade, published in 1935.

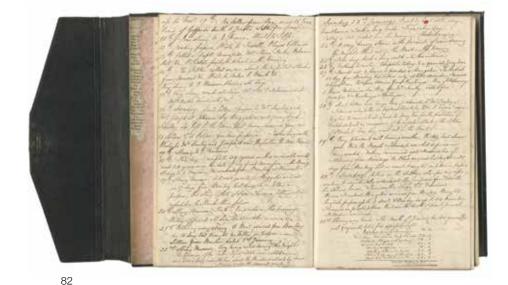
#### Provenance

Christopher Palmer Rigby (1820-1885).

82

# **RIGBY - ZANZIBAR AND THE SLAVE TRADE**

Manuscript journal of Christopher Palmer Rigby, inscribed "In this Book I propose to keep/ a Journal of my life whilst at Zanzibar/ to make notes of what I read,/ and what I observe;/ So that it may be useful as a reference/ hereafter, and in a memento of a time/ passed in comparative solitude./ Zanzibar August 30th 1858", being a lively and comprehensive daily record of his time as British Consul ("... the only Englishman at Zanzibar..."); describing the country and its produce ("...extremely pretty, the soil of wonderful fertility, the poultry are large & very abundant...oranges of many varieties, plantains, mangoes, guavas, pine apples of very large size and good flavour... The sugar cane is equal to that grown at the Mauritius..."); the weather ("... November... a most blue devil hand dog wet muggy disagreeable month..."); his health (much "troubled by boils" and "... half mad with prickly-heat and the cat ill..."); his preoccupation with the slave trade ("...The trade in slaves to the Gulf is carried on in the boats of the Northern Arabs... & kidnap the slaves if pursued by British cruisers. They do not hesitate to throw the slaves overboard to avoid the seizure of their boats..."); his first-hand experience of a slaver ("...a filthy stinking vessel all equipped to embark slaves, the slave deck down the hold quite full of water casks and firewood... 20 new swords, 11 guns, leg irons etc..."); giving slaves their freedom ("...Busy the entire day writing out Certificates of Emancipation... at the rate of 300 a day... up to 2700 slaves..."); problems with piracy ("...harbour full of pirate boats... very troublesome... slaves were being actively shipped all night..."); with much on his dealings with Sultan Majid bin Said ("...talked seriously about the Northern Slave Trade & the little check given to it here... this system cannot continue..."); urging "prompt and energetic measures" in the matter of the rebellion of the El Harth led by Majid's brother Burghash in 1859 ("...The town in confusion, shots flying in every direction... a sharp fight in which the Sultan lost about 60 men and the rebels about the same number. Sultan's troops did nothing, afraid to storm... Syed Burzhash surrendered to me... the Sultan returned to the town... amidst the joyful acclamations of the inhabitants... witnessed Syed Burzhash's solemn engagement never to return to Zanzibar..."); the threat of invasion by the Sultan of Oman, Thuwaini bin Said ("...the first buggalow of the hostile Expedition from Muscat arrived and all the men aboard made prisoners..."); noting the daily comings and goings of shipping in the port ("...A French brig arrived, which looks like a thieving slaver..."); receiving Burton and Speke and touching on their feud ("...Busy writing about that lying scoundrel Burton all day..."); supplying Speke's expedition ("... The boxes with cheroots & brandy & biscuit which I sent... were detained 22 days on the coast..."); general business including the issuing of fines and justice, social engagements, lists of incoming



and outgoing correspondence, dinner guests, monthly accounts, provisions required ("...12 dozen beers... a large telescope... some pretty engravings... 3 bottles preserved horseradish... Ewart Latham's champagne... raisins, prunes, cheeses etc from Fortnum & Mason..."); ending with his relief to finally auction off his possessions and leave "this dull, wretched place", describing the voyage home via the Seychelles and Egypt, the final entries made in London, including a visit to the Royal Geographical Society and the Crystal Palace, accompanied by Tembo and Tippoo, freed slaves ("...went with Tembo by the Underground Railway to the City..."), interspersed with lines of poetry and extracts of prose and historical commentary in several languages including Arabic, and various newspaper cuttings, 116 leaves, stationer's blindstamp 'Delarue & Co London' on each gathering, some dust-staining, pages detached from binding, black

calf with brass clasp and wallet compartment, worn with some

losses, 8vo (206 x 130mm.), Zanzibar and London, 27 July 1858 to

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

25 February 1863

'THIS TRAFFIC HAS BEEN PUT A STOP TO BY THE INFLUENCE OF THE BRITISH GOVT ALL OVER THE WORLD': THE DAILY JOURNAL OF THE BRITISH CONSUL IN ZANZIBAR

Christopher Palmer Rigby (1820-1885) held the post of British Consul from July 1858 to September 1861 and his time there will be most remembered for his unremitting efforts to suppress the traffic in slaves, freeing, as shown here, several thousands of slaves during his time in Zanzibar, and protecting the power of the Sultan. According to his daughter's memoir of his life, which includes extracts from this journal, '...but for my Father's presence in Zanzibar during a very critical year of the Rebellion, it is possible, even probable, that that State... would not now be British at all?... Rigby should be remembered as the first and greatest enemy of the East African slave trade... it was his championship of the cause of the tortured African that advanced... the measures which suppressed the trade and so preserved the lives and happiness of untold millions...' (Mrs Charles E.B. Russell, General Rigby, Zanzibar and the Slave Trade, 1935, p.16-17). His beneficence went as far as rescuing two slave boys, Tippoo and Tembo, mentioned in the journal, and bringing them back to London to be educated. 'The two boys were photographed together for the Illustrated London News... lion-cubs of the London season' (Russell, p.283-4). Although the English climate did not agree with them and they both eventually returned to Zanzibar, George Tembo was to 'remain a faithful retainer of the Consulate until the end of his life'.

According to this journal, much of his time is spent organising the official letters and papers left in disarray by his predecessor ("...l found the Office Papers for several years past in great confusion...") and dull official business ("...stamped 89 certificated of landing of goods... Fee 5d on each..."), but he enjoys long walks and takes much pleasure in his garden. He finds life as the only Englishman in Zanzibar "monotonous", only relieved by the receipt of letters and the English papers and, despite a busy social life with the other foreign consuls and visiting naval officers and explorers, his loneliness is evident ("... took a bottle of champagne to keep up the spirits but no go..."). Zanzibar's position made it ideal as a stopping off point for those attempting to explore the African interior and in this journal he records visits by Burton, Speke, Grant, the German explorers Dr Roscher and Baron von der Decken as well as Mr Thornton of the Livingstone expedition. He corresponds with Livingstone and strikes up a close friendship with Speke and Grant (see Lot 89).

Rigby found himself in the centre of the complicated power struggle between the Sultan of Zanzibar Majid bin Said, his brother the Sultan of Oman, Thuwaini, and their brother Barghash, trying to maintain peace and enforce the anti-slavery treaties already in place, although, during a visit from Hamed bin Salim, the Muscat envoy, he supports Majid's refusal to pay a yearly tribute to Oman ("...very persistent... I told him I hoped he would never pay a farthing..."). The diary reveals a good relationship with Majid bin Said, particularly at first ("...The English Consul is the only person here the Sultan calls on... sent me a goat which I gave amongst my people..."). However, as time goes by, he becomes increasingly frustrated with the Sultan's failure to act against slavery ("...remonstrated with him strongly on the scandalous shipment of slaves going on... Not the slightest attention is paid to the Treaties...") and noting that if it wasn't for the intervention of a British gunship, the rebellion led by his brother Burghash would have succeeded. In July 1861, under the heading "Traits of an Arab Ruler", he expresses his low opinion of Arab justice where murderers, thieves and forgers go unpunished and superstition triumphs over good sense ("...The murderer is arrested in flagrante delictu, his clothes covered with the blood of his victim, he is confined one night in the Fort and then released... A comet is now visible therefore this enlightened Sultan gives notice... that every person is to sacrifice a white sheep... a Joasmee pirate steals five slaves. They are found secreted in his house... no punishment..."). After his final meeting he writes "...my farewell visit and I hope never to see the false, vile scoundrel in this world again...".

#### Provenance

Christopher Palmer Rigby (1820-1885).





# ZANZIBAR, MUSCAT AND RIGBY

FRERE (HENRY BARTLE EDWARD) Autograph letter signed ("H.B.E. Frere"), to Christopher Palmer Rigby ("My dear Rigby") explaining that "it occurred to me that a letter to Muscat" would be the best route to communicate with Rigby, asking for his news, and if he should have any shells ("Zanzibar is one of the localities named as likely to afford good ones"), 4 pages, in original envelope addressed to "Capt. Rigby, Zanzibar, via Muscat", signed by Frere ("Commissioner in Sind"), line of text in Arabic, and illegible red ink postal stamp, noted in ink on verso "Rcd 26 Novm./59 from Muscat", Kurachee [Karachi], 20 July 1859--COLQUHOUN (ROBERT GILMOUR, Consul-General in Egypt, 1859-1865) Autograph letter signed ("R.G. Colquhoun"), to Rigby ("My dear Rigby"), sympathising with his posting to "such an out of the way place as Zanzibar", bemoaning the cost of living and poor company ("over run with Nile travellers") in Cairo, confirming that he'd given instructions "to greet Capt. Speke & Grant on reaching the Egyptian frontier" but that John Petherick "had charged to Gondokoro to meet them", gossiping about Petherick's "Bucksome wife!" and in passing mentioning Samuel White Baker's "charming little woman", 8 pages, 8vo, Alexandria, 20 July 1861--"Letter from Zanzibar Envoys inviting me to come to Langham Hotel and Receive £200 - 1868", written in Arabic, one page, in original envelope with Arabic address [with note in English above], Langham Hotel headed paper, [1868]; and 2 others, one a manuscript announcement of Rigby's departure from Zanzibar as published in Hansard (15 July 1861), the other a letter from a Mr. Churchill in Cape Town that he will be delivering to Rigby a Sword of Honour on behalf of the Sultan of Zanzibar, 8 pages, in original envelope, 18 May 1869 (5)

£800 - 1,200 €900 - 1,300 \$1,100 - 1,600

# Provenance

Christopher Palmer Rigby (1820-1885).

84

# H.M.S. LYRA AND SLAVE TRADE, ZANZIBAR

Silver shield plaque listing the Officers of H.M.S. *Lyra*, the shield engraved with eight names (Commander Oldfield, Lieut. J.A. de Wahl, etc.), c.52 x 50mm., hallmarked "London, 1861"

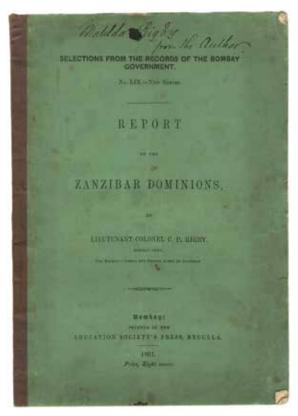
£400 - 600 €450 - 670 \$550 - 820

In 1857 H.M.S. Lyra, under the command of Radulphus Bryce Oldfield, was sent to the East African coast with specific orders to enforce anti-slavery treaties. On arriving in Zanzibar in 1861 Rigby requested 'Commander Oldfield to remain for the protection of British and foreign residents until the piratical Arabs from the Persian Gulf had departed.. Until the Lyra arrived, the town had been completely at their mercy...' (Russell, General Rigby, Zanzibar, and the Slave Trade, 1935, pp.181-182). In his own diary Rigby recorded the successes achieved by the Lyra, and his good personal relations with Oldfield, noting "I daily took long walks into the interior of the island with Speke & Grant [the explorers], and the Officer of the Brisk and Lyra", and on Oldfield's departure, after a joint visit to the Sultan, "The Lyra left... for the Seychelles, and I left to solitude, in wretched health". In Rigby's autobiography written for his family in the present sale (see Lot 94), his son notes that Rigby was gifted a silver goblet from Oldfield and the officers of the Lyra "a mark of regard for his kindness and attention whilst stationed on the East Coast of Africa and his able assistance in suppressing the piratical slave trade carried on by the Arabs from the Persian Gulf in March and April 1861". It seems probable that our silver shield relates to this presentation.

#### Provenance

Christopher Palmer Rigby (1820-1885).

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.



85 \*

#### RIGBY (CHRISTOPHER PALMER)

Report on the Zanzibar Dominions, FIRST EDITION, AUTHOR'S PRESENTATION COPY TO HIS WIFE "Matilda Rigby from the Author" on the upper cover, publisher's cloth-backed green printed wrappers, age soiled, old grease stain on lower cover, 8vo, Bombay [Mumbai], Printed at the Education Society's Press, Byculla, 1861

£600 - 800 €670 - 900 \$820 - 1,100

Scarce copy of *Report on the Zanzibar Dominions*, 'a comprehensive and informative survey of the sultanate' (P.J.L. Frankl, *ODNB*), from its historical links to Oman and the Sultans, trade, populations both native and Arab, the Sultan's person and style of rule, to the islands' geography. It was written by Rigby at the end of his three-year posting as the East India Company's agent, and British Consul in Zanzibar, from 1858 to 1861.

#### Provenance

Christopher Palmer Rigby (1820-1885), gifted to his wife Matilda, whom he married on his retirement from the army in 1867.

86.

#### **GRANT (JOHN AUGUSTUS)**

A Walk Across Africa, FIRST EDITION, PRESENTATION COPY INSCRIBED "C.P. Rigby from the Author 1864" on the title-page, large folding engraved map hand-coloured in outline (loose as issued in pocket inside lower cover), 32pp. publisher's advertisements at end, publisher's brick orange pictorial cloth gilt, extremities rubbed, some age soiling, hinges slightly weakened [Czech p.66], 8vo, William Blackwood, 1864

£1,000 - 2,000 €1,100 - 2,200 \$1,400 - 2,700

FINE ASSOCIATION COPY. Grant devoted chapters two and three to his expedition's stay in Zanzibar, noting 'Colonel Rigby, an officer to the Bombay army, H.M.'s Consul, entertained us with true Indian hospitality during the thirty-nine days of our stay; and his exertions greatly contributed to our getting away so quickly. He, having passed in six languages, acted as interpreter at the durbar, where the Sultan was most affable, shaking hands with all'. Rigby's daughter noted that with both Speke and Grant Rigby's 'relations were most intimate, and a close friendship formed which ended only with death' (Russell, General Rigby, Zanzibar and the Slave Trade, 1935, p.229).

# Provenance

Christopher Palmer Rigby (1820-1885), inscription noting presentation from the author, and armorial bookplate.



86, 88 (part), 87

87.

# **DEVEREUX (WILLIAM COPE)**

A Cruise in the Gorgon, or, Eighteen Months on H.M.S. Gorgon, engaged in the Suppression of the Slave Trade on the East Coast of Africa, including a Trip up the Zambesi with Dr Livingstone, FIRST EDITION, PRESENTATION COPY inscribed "C.P. Rigby from the author" on the title-page, half-title, hand-coloured folding engraved map "showing the Seat of the Slave Trade at Zanzibar", a few names added in manuscript (identifying persons only noted by their initials in the printed text, one being Rigby), one gathering working loose, publisher's blue cloth, gilt lettered on spine, rubbed [Czech, p.48], 8vo, Bell and Daldy, 1869

£600 - 800 €670 - 900 \$820 - 1,100

A fine association copy gifted by Devereux to C.P. Rigby, British Consul at Zanzibar from 1858-61, at the time that the H.M.S. *Gorgon* undertook its mission to suppress the slave trade on the East coast of Africa. The ship stopped twice at Zanzibar (chapters 7 and 23), the author noting that here 'especially Englishmen are appreciated... thanks to Colonel Rigby, H.M.'s Consul, who, during a residence of three years, not only did much improve the morale of the place, but emancipated no less than 8000 slaves with his own hand' (Devereux, p.115).

#### Provenance

Christopher Palmer Rigby (1820-1885), inscription noting gifted from the author.

88

#### **SPEKE (JOHN HANNING)**

What Led to the Discovery of the Source of the Nile, PRESENTATION COPY inscribed "From the author" on the half-title, engraved frontispiece, 32pp. publisher's advertisements at end, half-title loose, lacks 2 maps and front free endpaper, binding rubbed, 1864; Journal of the Discovery of the Source of the Nile, engraved frontispiece, 25 plates, 2 maps (one large folding in pocket at end as issued, laid on linen), illustrations in the text, some pencil underlining, covers detached with some loss to spine, 1863, William Blackwood-LIVINGSTONE (DAVID) Missionary Travels and Researches in South Africa, folding tinted colour lithograph frontispiece, engraved portrait, 43 plates, 2 folding maps (one in pocket at end as issued), dampstaining to opening leaves, covers and spine detached, John Murray, 1857, FIRST EDITIONS, publisher's cloth, worn, 8vo (3)

£600 - 800 €670 - 900 \$820 - 1,100

Speke recorded that on arriving in Zanzibar, he and John Grant 'without a moment's delay went off to the British Consulate to see my old friend Colonel Rigby... [that we may] enjoy his hospitality until arrangements could be made for our final start into the interior' (*Journal of the Discovery*, p.8). He is full of praise for Rigby, noting that 'had at heart as much as anybody the success of the expedition, [and] materially assisted me in accomplishing my object... he allowed me to select from his boat's crew any men I could find who had served in men-of-war, and had seen active service in India' (p.11).

#### Provenance

First mentioned, Christopher Palmer Rigby (1820-1885), armorial bookplate, and note "From the author"; Second mentioned, William Townend Lund, bookplate, and inscription of J. Gordon Hayes (1920); Third mentioned, "Presented to Miss Campbell, Jany 1st 1858" (?possibly the daughter of John Campbell, 1st Baron Campbell), pencil ownership inscription on front free endpaper.

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.

#### SPEKE (JOHN HANNING)

Correspondence and papers retained by Christopher Palmer Rigby, British Consul on Zanzibar relating to the Speke/Burton feud, comprising:

i) Group of five autograph letters and a note signed ("J.H. Speke") to Christopher Palmer Rigby, the first announcing that he has "...in conjunction with Mr Petherick undertaken to go to Nyanza again and to connect it with the Nile - I going up the west side of the Lake from Unyamyembe whilst he goes down southwards from Gondokoro... This would be a glorious tour!..." and praising Rigby for his success in quashing the Burghash rebellion ("...you are the father of Zanzibar and the Sultan your eldest son..."), the rest taken up with his feud with fellow-explorer Richard Burton, writing gleefully that "...Burton has got the dumps and is cutting himself at every turn...", speaking of his reluctance to accompany Burton ("...I had seen enough of his blackguardism at that time to for ever despise him..."), calling him a "cunning ingrate, and double blackguard" and complaining of his conduct ("...I gave him [Burton] every collection, observations and my original diary... and printed my diaries to swell his own book with, and this too without ever asking my consent... It is true Burton touched up some of my diaries on return from the Nyanza as they stood in the original... but by practice in writing I improved my style..."), his resentment at Burton receiving a Gold Medal ("...I alone had brought back all the geographical results of that expedition, and Burton had not shown himself capable of doing anything but making ethnological remarks..."), explaining in detail the confusion with regards to the payment of the porters, returning specimens and "...the last of the tots... send them off as contented as their discontented dispositions will permit...", announcing the publication of his account of the first two expeditions in one volume ("...The Hindu map published by Wilford has turned out a forgery, so in the Second Edition it will be left out..."), asking Rigby to speak with the Sultan about "the unjustifiable interference of the Arabs" in the African interior ("...only perpetrated as a pretext to loot..."), including a list of specimens returned ("...Gun case of Bird & Snake skins... female head of Eland... skins of head are separate from the skulls..."), and much else; with two envelopes, one bearing the remark that the porters have run away, 24 pages, creased with spotting and some small tears along folds, 8vo and 4to, Illminster, Kinanga Ranga, Kazeh, Grand Hotel, Paris, 19 January 1860 to 20 April [postmarked 1864]

ii) Autograph letter signed ("M. Grant") to Rigby's widow ("My dear Mrs Rigby"), asking if she has copies of Rigby's letters "reporting the conduct of the late Sir Richard Burton" so that she can "contradict what Lady Burton has written about Speke in the *Daily Graphic...* her husband could not have told her that he had attempted the life of Captn Speke by asking one of their followers to put poison into his medicine. This is well too well-known to the family of Captn Speke...", 6 pages, on mourning paper, 8vo (177 x 114mm.), Househill, Nairn, 15 January 1891

iii) Draft document signed ("C.P. Rigby") to "H. L. Anderson Esquire/ Chief Secretary to Government/ Bombay", "Reporting the libels and calumnies contained in a Book entitled 'The Lake Regions of Central Africa' recently published by Brevet Captain Burton... & his treatment of his followers during the late Expedition in Central Africa", with various additions and amendments, 25 pages, docketed "no. 73 of 1860", joined at head by green silk thread, folio (335 x 210mm.), British Consulate, Zanzibar, 16 November 1860; with two duplicate letters from H.L. Anderson confirming that it will be forwarded to Her Maiesty's Secretary of State for India, assuring him that "...you have fully vindicated yourself... your reputation has... been in no degree affected by Captain Burton's untrustworthy statements...", one with the subscription "Transmitted to Colonel Rigby/ Lewis Pelly/ Zanzibar/ 30th October 1861", 4 pages, folio (225 x 210mm.), Bombay Castle, 18 March 1861; and another uncompleted draft letter from Rigby regarding the perceived damage to the reputation of Mr Apothecary Frost, the Medical Officer, through claims made by Burton in his book.

£4,000 - 6,000 €4,500 - 6,700 \$5,500 - 8,200



'I HAD SEEN ENOUGH OF HIS BLACKGUARDISM AT THAT TIME TO FOR EVER DESPISE HIM'

The unresolved feud between explorers Speke and Burton is well documented. After their expedition to the lake regions of Central Africa, Burton published their joint achievements as his own and was awarded a Gold Medal from the Royal Geographical Society which Speke felt should belong to him. Speke also accused Burton of refusing to pay the porters and reneging on promises to reward other members of the expedition ("...now I have repaid him for that as well as all of the half expenses of the Expedition; and had the Govt. not paid the men at Zanzibar, I should have paid my share to them likewise... you know only too well how things have been done...").

These letters not only illustrate the bitterness of the feud but also reveal the considerable extent to which Rigby was involved in fanning the flames of the acrimony between the two explorers. Rigby had known Burton in India and his friendship with Speke was strengthened by their mutual dislike. Rigby's journal, included in this sale (see Lot 82), mentions long, almost daily walks with Speke and he helped him with supplies and the organisation of the expedition. In return, Speke talks with admiration of Rigby and his work ("...you are the father of Zanzibar and the Sultan your eldest son..."), giving him permission to publish a letter which, he writes, "may have the effect for reforming Burton: at any rate it will check his scribbling mania, and save his soul the burthen of many lies". Rigby's influence in encouraging the feud is clear and it has been said that it was his report to the Secretary of State for India, a copy of which is included here, that 'made the breach between the two explorers... unbridgeable' (Tim Jeal, Explorers of the Nile: The Triumph & Tragedy of a Great Victorian Adventure, 2011). What is also revealing that, thirty years after Speke's death, the feud was still not laid to rest, with the widows of the protagonists continuing to air their accusations in public and with the wife of James Grant here accusing Burton of contriving to poison Speke whilst on their expedition.

Speke's letters are published, in part, in a memoir written by Rigby's daughter (Mrs Charles E.B. Russell, *General Rigby, Zanzibar and the Slave Trade*, 1935). However, whether to spare the sensibilities of her readers or of Speke's family, she omits the stronger accusations revealed here.







#### RIGBY (CHRISTOPHER PALMER) - INDIA

Autograph letter signed ("C.P. Rigby"), to Mr. Bates, updating him on his movements since being appointed "Commissioner to settle the boundaries of the Gaekwar territories & those of the Nowab of Joonaghur in Kattywar. They have been quarrelling about the boundaries during the last 50 years... it will probably take me 2 years to settle" describing the richness of the natural resources, whilst bemoaning that "not a farthing of the revenue has been spent in the country, and the people are in a miserable state... the poorer classes... without food or clothes", continuing that Bombay "is dirtier & more stinking than it ever was, cholera & small pox are always raging... not a decent building erected any where... the natives no longer shew the slightest respect to Europeans, and the present system is to flatter & pamper these greasy fat Banians... the Bombay railway appears to be completely disorganised", attacking the quality of trade ("...an immense amount of gambling in Bombay in all sorts of bubble companies..."), which is dependent on the continued high price of cotton, noting that "the Jews are now the rising people in Bombay, & have the finest houses", and that "a good many African slaves are still brought to Kattywar for sale... I have rescued a small African boy here from slavery, and shall try to get him sent to England [as a servant]... Kattywar is full of mercenary Arabs... the Indian Services are completely broken up and ruined. I can't think how the country will be governed a few years hence...", 8 pages, 8vo, Korenar, Kattywar [Kathiawar], 2 May 1864; together with a 3-page autograph poem, entitled "Lines Written by an Officer" (2)

£400 - 600 €450 - 670 \$550 - 820

'KATTYWAR IS FULL OF MERCENARY ARABS': A long letter written four months after Rigby was appointed Commissioner for the settlement of the boundary disputes between Baroda and Nawanagar, in Gujarat. The Royal Geographic Society obituary (June 1885) of Rigby noted that during this period he 'rescued from slavery five African boys and girls who had been brought from Muscat by an Arab for sale. He reported to Government the systematic traffic in slaves which is carried on with impunity in Kutch and Kathiawar'.

#### Provenance

Christopher Palmer Rigby (1820-1885), seemingly returned by the recipient to Rigby's widow.



91

91

#### INDIA - MAHARAJA JAM VIBHAJI OF NAWANAGAR

Portrait of Maharaja Jam Vibhaji of Nawanagar (now Jamnagar, reigned 1852-95), from the region of Kathiawar in Gujarat, standing with a cane against an architectural and garden background, watercolour and gouache, heightened in gold within orange border, 265 x 215mm., [c.1865-1870]; together with 3 letters relating to Jamnagar, one a 3-page letter signed by the Maharaja of Nawanagar, to C.P. Rigby, written in English, with original address envelopes, folio, "Nowanuggur [Nawanagar] Palace, 20th February 1874" (4)

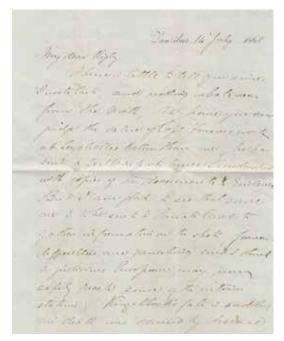
£600 - 800 €670 - 900 \$820 - 1,100

In January 1864 Rigby was appointed commissioner for the settlement of boundary disputes between the states of Baroda and Jamnagar, and it seems likely it was during this time he was gifted the portrait of Maharaja Jam Vibhaji, with whom he dined on the eve of his departure from the region in March. 'In this amiable and enlightened Prince he made a real friend. Through all the years till death severed them, Rigby and Jam, thought they never met again, continued to correspond' (Russell, *General Rigby, Zanzibar and the Slave Trade*, 1935, pp.392-3).

In the lengthy letter, dated 1874, Jam Bibhaji thanks Rigby for his continued interest in Nawanagar, mentions his son Prince Kaloohbha is resident in Cawnpore, refers to Colonel Anderson ("... quite welcome in Kattyaar..."), "arrangements for the Sultan of Zanzibar when he comes to England", the election of Sir Seymour Fitzgerald as a Member of Parliament, and the education of Rigby's son. The letter is transcribed by Russell, see above.

#### Provenance

Christopher Palmer Rigby (1820-1885).





#### KIRK (JOHN)

Autograph letter signed ("very sincerely John Kirk"), to Christopher Palmer Rigby ("My dear Rigby") expressing his hope that in Zanzibar there will "soon be a more rigorous policy for suppression of [the] slave trade", noting that "this year the Arabs have had it all their own" as Britain was engaged in the Abyssinian Wars, and that in "my experience of the Arabs is... they are all liars, but Suliman bin Ali the real Sultan and only man to go to if you wish anything done is decidedly no exception", discussing the poor health of Majid, Sultan of Zanzibar, and a belief that his expected successor, Burghash bin Said ("...a very intelligent Liberal man, outspoken and quick...") would be more friendly to the English, expanding on the rivalry between various local factions within Zanzibar 6 pages, old folds, 4to, Zanzibar, 14 July 1868

£600 - 800 €670 - 900 \$820 - 1,100

'THIS YEAR THE ARABS HAVE HAD IT ALL THEIR OWN [WAY]': John Kirk, chief assistant to David Livingstone during his celebrated Expedition from 1858 to 1863, was appointed vice-consul of Zanzibar in 1866, and in 1873 "persuaded the sultan of Zanzibar to sign an anti-slavery treaty, closing the island's slave markets, and providing protection for all liberated slaves" (ODNB). Writing to Rigby, Consul of Zanzibar from 1858-1861, Kirk raises his doubts about Sultan Majid bin Said's desire to end the slave trade, whilst already foreseeing that his successor-to-be Burghash bin Said would be more open to this aim.

An incomplete transcription of this letter is reproduced in Russell, General Rigby, Zanzibar and the Slave Trade, 1935, pp.301-2.



93

#### 93

#### LIVINGSTONE (DAVID)

"Crayon drawing taken from life in the possession of W.F. Webb Esq., of Newstead Abbey", PRESENTATION COPY GIFTED BY W.F. WEBB TO GENERAL RIGBY, inscribed "Presented to General Rigby by W.F. Webb Esquire, Newstead Abbey, June 1874" lower left, tinted lithographed head and shoulder portrait in middle-age, Livingstone's facsimile signature lower right, spotting, framed and glazed, sheet 520 x 415mm., undated

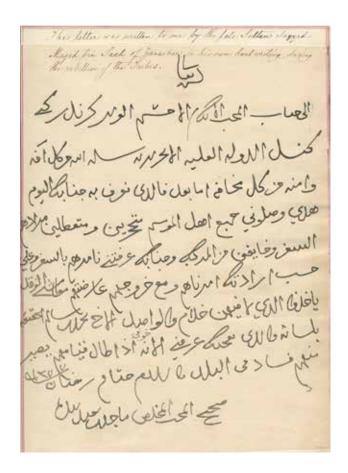
£600 - 800 €670 - 900 \$820 - 1,100

FINE ASSOCIATION ITEM - 'In April 1874, Rigby was deputed by the Royal Geographical Society to receive Livingstone's body on arrival at Southampton and make necessary arrangements. His companions were Colonel Grant, Mr. Webb of Newstead Abbey, the African hunter, Oswell Livingstone, Henry Stanley...' (Russell, *General Rigby, Zanzibar and the Slave Trade*, 1935, p.307).

William Frederick Webb (1829–1899) was a celebrated big game hunter. Following illness in 1851 he was nursed back to health at David Livingstone's Kolobeng Mission, subsequently forming a lifelong friendship with Livingstone, who would visit him at Newstead Abbey, the ancestral home of Lord Byron, which Webb purchased in 1861.

#### Provenance

Christopher Palmer Rigby (1820-1885), gifted to him by Webb.



#### RIGBY (CHRISTOPHER PALMER)

Manuscript autobiographical journal covering his family history, career in Persia, Zanzibar and India, travels in Europe, and other important family events, INCLUDING A LETTER TO HIM FROM THE SULTAN OF ZANZIBAR, and additional materials relating to Rigby's relations with the explorer Richard Burton, in ink, approximately 400 pages (360 by Rigby, 40 by his son Gerard Christopher), the letter from Majid bin Said of Zanzibar ("written to me by the Sultan Sayid... in his own hand writing, during the rebellion of the tribes", in colloquial Arabic, in highly cursive hand, dated Ramadan 1277/ A.D. 1860-61), a 4-page letter written to Rigby announcing the discovery at the Royal Asiatic Society archives in Bombay of Richard Burton's field and sketch books (dated 6 February 1865), a duplicate of the document signed by H.C.L. Anderson, Chief Secretary of the Bombay Government, authorising Rigby to instigate his plans to suppress the slave trade (10 November 1860), several newspaper cuttings, and two obituaries pasted or tipped-in, front free endpaper loose, contemporary red morocco gilt, g.e., rubbed with a few scuffmarks, small folio; and a small bundle of other materials relating to Christopher Palmer Rigby, and his family (small quantity)

£4,000 - 6,000 €4,500 - 6,700 \$5,500 - 8,200

'WE RECEIVED NEWS THAT A POWERFUL FLEET WAS BEING EQUIPPED BY SAYID THOWENEE OF SULTAN OF MUSCAT FOR THE INVASION OF ZANZIBAR': vividly written autograph memoir of Christopher Palmer Rigby, produced for the benefit of his children.

Born in Hampshire in 1820, Rigby's early years were ones of Dickensian misery, consisting of neglect at home ("I never remember during my whole childhood the slightest caress or affection from

her [his mother]... I always dreaded his [father's] return knowing the beating in store for me..."), then from the age of eight three years without a holiday at a school in Yorkshire reminiscent of Dotheboys Hall in Nicholas Nickleby ("each morning the Master went round the boys' bed rooms with a birch rod and severely flogged any of the little boys who had wetted their beds..."). In 1834, aged fourteen, he joined the Military College, and in 1836 he was posted to India, attached to the 5th Regiment Native Infantry at Poona, beginning an extraordinary career in Colonial service. Due to his language skills (he was fluent in Arabic, Persian, Hindustani, Mahratta, Canarese and Guzeratti) he rose quickly, becoming by the 1850s Superintendent of the Revenue Survey in Deccan, then in 1857 Superintendent of Police with the Field Expeditionary Force which captured Bushire [Bushehr, modern-day Iran], which "I certainly never expected to leave alive". Forming a police force from local Persians he instigated a ban on alcohol, and freed all slaves. He also undertook to prevent the local Jewish and Armenian women from being abused in the street, by procuring "the disguise of a Persian lady - high yellow boots, loose trousers, and Yashmuk covering the body - I mixed with a party of Armenian ladies, and followed by two of my police in disguise with a rope and cat'o'nine tails, strolled through the main street. Any Persian using insulting language found himself suddenly seized from behind, tied up the nearest door post, & punished with 2 dozen lashes...".

The core of the narrative relates to his posting, from July 1858 to September 1861, as H.M. Consul to Zanzibar and Muscat, during which time he received the explorers Richard Burton, John Speke and John Grant; he also tried, found guilty and hung the murderers of Dr. Roscher, and suppressed an insurrection undertaken by the Sultan of Zanzibar's brothers, Barghash and Thuwaini, who "had collected an armed force of fanatical Arabs from Oman and the Persian Gulf" (Royal Geographical Society, obituary of Rigby, June 1885). This force was intercepted at sea and as Rigby succinctly noted "invited under threat of force to return to Muscat".

Rigby's successful attempts to convince the Sultan to help end the slave trade, not just amongst Arabic traders, but also "British subjects residing in the Zanzibar dominions... in the habit of buying and selling Africans as slaves", are obviously one of the author's proudest achievements: "...The sight of one of the wealthiest and most influential Hindoo merchants being marched through the town in irons for refusing to emancipate his slaves caused very great excitement... these methods soon began to produce effect...". Prior to his retirement, Rigby spent three years from 1864 back in India undertaking negotiations of various boundary disputes between neighbouring princely rulers, whilst continuing his fight against slavery, this time at Kutch and Kattiawar.

At the end of the album Rigby's son Gerard has pasted in obituaries of his father, and transcribed "notes and copies of letters from my father's papers referring to the case of Sir R. Burton", this relating to the statements contained in Burton's *The Lake Regions of Central Africa* in which he maliciously accused Rigby of carelessness in his duties as Consul. Writing in 1923, the centenary of Burton's birth, Gerard is scathing of his "Celebrity", elaborates on his serious defects of character" and sets the record straight "for the information of my father's descendants".

Other materials in the lot include: four diary journals written during Rigby's extensive travels through Europe (Hungary, Poland, Russia, as well as more traditional 'Grand Tour' destinations) during his furlough period from service in Persia and Africa; his daily diary for 1883, mentioning regular visits to the Geographical Society, Antislavery Society, the Rio Tinto Company, Royal Academy Exhibition ("very poor"), auctions at Bonhams and Phillips, etc.; a group of letters to Rigby, including from his father (7, c.1853-1855), General Outram relating to Persia (1857), Henry Rawlinson on Geographical Society matters (1872); and miscellaneous items relating to family history.

#### Provenance

Christopher Palmer Rigby (1820-1885).

# RIGBY (CHRISTOPHER PALMER)

Album containing manuscript copy documents relating to appointments, promotions, correspondence with other officials, approximately 23 documents on different stock papers, [c.1843-1861]; 8-page letterpress reports relating to the capture of Bushire [Bushehr] by the British Expeditionary Force, [1856]; Broadside of the "Monthly Meteorological Table for the Station of Zanzibar", 1850; long 3-column newspaper cutting ("Trade of Zanzibar") by Rigby, 1860; two letters in Arabic (one dated 26 June 1861, mentioning the port of Bombay, 310 x 178mm.; one, gold-sprinkled, from unnamed person to unnamed addressee, announcing that he had arrived at the port of Surat [Gujerat] and four days later, the wife of Mir 'Ali Akbar Khan daughter of Nawwab Qamar al-Dawlah had died, also thanking the recipient for sending the second volume of the Rawdat al-Safa, 400 x 195mm., [?mid-nineteenth century], most pasted into album, a few loose, nineteenth century half vellum over marbled boards, folio, [c.1843-1861]; together with 2 carte-de-visite portrait photographs, one depicting Rigby in ceremonial dress with sword, the other of two English children in "Arabic" dress (3)

£600 - 800 €670 - 900 \$820 - 1,100

Album containing Rigby's retained manuscript copies of important official correspondence relating to his career, from passing Arabic language exams for the Bombay Colonial Office (1843), thanks from the Magistrate and Collector of Khandehar for his report on the Akranee Purzunnah region of India (1849), appointment as Bazaar Master to the British Expeditionary Force to engage "in the Persian Gulf" (1856), an account of the campaign at Bushehr (1857), recommendations from H.L. Anderson, Secretary to Government at Bombay (1858), and acknowledging receipt of Rigby's account of "the rebellion of [sultan] Syed Burghash" (1859), and from Brigadier Coghlan, of the Muscat Zanzibar Commission thanking Rigby for helping with his visit to Zanzibar (1860).

#### Provenance

Christopher Palmer Rigby (1820-1885).

96

# **SAID-RUETE (RUDOLOPH)**

Said bin Sultan (1791-1856), Ruler of Oman and Zanzibar. His Place in the History of Arabia and East Africa, FIRST EDITION, half-title, 6 plates, one folding map "of Oman and East Africa", publisher's green cloth gilt, rubbed, 8vo, Alexander-Ouseley, [1929]

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

#### Provenance

Christopher Palmer Rigby (1820-1885).

Other Properties

97.

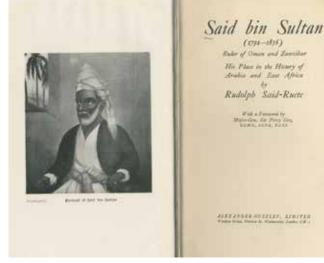
# ZANZIBAR

STERN (IRMA) Zanzibar, NUMBER 27 OF 150 SPECIALLY BOUND COPIES, SIGNED BY THE AUTHOR, from an overall edition of 500 copies, tipped-in plates, light dampstaining to fore-margin throughout, AUTOGRAPH POSTCARD SIGNED BY STERN loosely inserted, publisher's fabric-backed cloth, light dampstaining, 4to, Pretoria, J.L. Van Schaik, 1948

£500 - 700 €560 - 790 \$680 - 960



95



96







99



100

#### 98

#### **MOZAMBIQUE - PHOTOGRAPHY**

Nineteen views of Mozambique, including Beira, Lourenço Marques and Delagoa Bay, gelatin silver prints, 13 captioned (in English) with photographer's credit ("J. & M." [some just "J."] Lazarus photos"), most images approximately 155 x 210mm., [c.1900-10] (19)

£500 - 800 €560 - 900 \$680 - 1,100

Good group of views by the Lazarus Brothers who established a photographic studio at Lourenço Marques [Maputo] in about 1900. Images include a 2-part panorama of Lourenço Marques, the market, the port and wharf, railway stations, Reuben Point Road, the bay viewed "from Cardozo's Hotel" (2, showing changes over a few years), the fortress, and street scenes. One scene shows an unidentified church interior, another (by Lazarus) the "Malelane Bridge Disaster".

#### 99

# ANGLO-ZULU WARS, FIRST ANGLO-BOER WAR, AND SOUTH AFRICA - PHOTOGRAPHY

Album of 62 views of South Africa, many relating to sites associated with the Anglo-Zulu War of 1879, including Rorke's Drift, and Isandlwana, albumen prints, mostly captioned in pencil on mount, mounted mostly 2 per page recto and verso, images typically 140 x 188mm., disbound, folio, [c.1879-1881]

£1,000 - 2,000 €1,100 - 2,200 \$1,400 - 2,700

Good album, the views relating to the Zulu Wars including IsandIwana, "Rorke's Drift, Fort Melville", "Zulu Women", "Zulu Border Guards, Natal", Maritzburg Line (2), Pietermaritzburg, wooden memorial marking spot of Prince Louis Napoleon's death. Others include Majuba Hill (6, including 2-part panorama of the summit; 2 with blindstamp credit of "Lloyd, of Natal"), cemetery at Mount Prospect (2), Ingogo battlefield (4), and views of Port Elizabeth (5), Durbar (9), and others.

#### Provenance

Possibly associated with someone aboard H.M.S. *Boadicea*, one image of ships at anchorage at Durban annotated "H.M.S. Boadicea in distance". The ship subsequently carried the body of Louis Napoleon, Prince Imperial of France, back to Europe.

#### 100

#### **ERROL STEPHEN BOYLEY (SOUTH AFRICAN, 1918-2007)**

Rocky coast at Knysna, Eastern Cape signed 'Errol Boyley' (lower left) oil on board 76.5 x 101.6cm (30 1/8 x 40in).

£800 - 1,200 €900 - 1,300 \$1,100 - 1,600

### Provenance

With Pieter Wenning Gallery, Johannesburg.





102



# CONGO, RWANDA AND BURUNDI - PHOTOGRAPHY

Two albums relating to the visit of Prince Charles of Belgium to the Congo, Rwanda and Burundi, in 1947, depicting welcoming parties, local groups, celebrations, 88 gelatin silver prints, most stamped on verso "Service de l'information du Congo Belge", some with captions label and photo credit ("A. De Crus"), images typically 170 x 235mm. (25 smaller), mounted with tape at corners (15 loose) in 2 albums, oblong 4to, [c.1947]

£400 - 600 €450 - 670 \$550 - 820

102

#### **ALLEN (WILLIAM)**

Picturesque Views on the River Niger, Sketched during Lander's Last Visit in 1832-33, AUTHOR'S PRESENTATION COPY, inscribed on title-page ("Presented to Mrs. Edw.d Walpole Brown with best regards from the author/ William Allen"), list of subscribers, lithographed map, folding panorama and 20 views on 8 plates (of 9, lacking no. 5), all on linen guards, map, panorama and 2 plates foxed, text uniformly browned, later half cloth, publisher's printed wrappers bound in (front one chipped) [cf. Abbey Travel 284], oblong folio (270 x 372mm.), John Murray, 1840

£700 - 1,000 €790 - 1,100 \$960 - 1,400

Presentation copy of this series of views by Commander William Allen, who was invited by the Admiralty to accompany John Lander's expedition up the Niger in order to make a survey of the river.



103

## HERBERT WARD (BRITISH, 1863-1919)

A patinated bronze of a native African man, modelled as a mask the forehead with scarification marks bronze

30.5 x 20.9cm (12 x 8 1/4in).

£5,000 - 7,000 €5,600 - 7,900 \$6,800 - 9,600

Another cast of the same bronze can be found in the collection of the Smithsonian Institute (USNM no. E32372-0). Donated into the collection by the artist's wife, and where it is noted to be a 'study for the Aruimi type'.

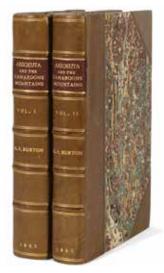
### Provenance

Likely a gift of thanks from the artist to husband and wife, Thomas Nelson Page and Florence Lathrop (Field) Page.

By descent to their son, John Lindsay.

By descent to his son, John Petrasch; to his widow, Olivia Petrasch, in 2017.

Mr Thomas Nelson Page, a prolific American lawyer, writer and ambassador, befriended Ward and was instrumental in the Smithsonian's acquisitions of his work. In thanks, Ward gifted Page six bronze studies the same as those purchased by the museum. It is believed that this mask was either gifted at the same time or may have been purchased directly from the artist.



104



105



106

### **BURTON (RICHARD FRANCIS)**

Abeokuta and the Camaroons Mountains. An Exploration, 2 vol., FIRST EDITION, first issue with mounted photographic portrait frontispiece above facsimile signature, 4 wood-engraved plates, folding map in volume 2, frontispiece and map with repaired tears, without half-titles, modern half calf, spines gilt with red morocco labels [Penzer p.70], 8vo, Tinsley Brothers, 1863

£500 - 700 €560 - 790 \$680 - 960

Burton's account of a journey from Lagos to Abeokuta, the capital of the Egba Yoruba tribe, as part of a mission he joined while serving as British Consul to the Spanish colony of Fernando Po.

#### **NORTH AFRICA AND EGYPT**

105

#### **BURTON (RICHARD FRANCIS)**

The Land of Midian (Revisited), 2 vol., FIRST EDITION, half-titles, folding map, 16 plates including 6 colour lithographs, occasional foxing, one plate loose, publisher's decorative cloth, gilt lettered spines (faded and stained, tears to joints [Penzer pp.96-97], Kegan Paul, 1879; BURTON (RICHARD FRANCIS) and CHARLES F.T. DRAKE. Unexplored Syria, 2 vol., half-titles, frontispieces, large folding map (with short tear), 25 plates (11 folding, one repaired), modern half morocco, red leather spine labels lettered in gilt [Penzer pp.85-88.], Tinsley Brothers, 1872; BURTON (RICHARD FRANCIS) Selected Papers on Anthropology, Travel & Exploration, edited by N.M. Penzer, some foxing, publisher's cloth, A.M. Philpot, 1924, 8vo (5)

£400 - 600 €450 - 670 \$550 - 820

106

### **DENHAM (DIXON) AND HUGH CLAPPERTON**

Narrative of Travels and Discoveries in Northern and Central Africa, in the Years 1822, 1823, and 1824, 2 vol., FIRST EDITION, engraved frontispiece and 36 plates (1 hand-coloured), one large folding map, illustrations in the text, occasional light spotting, short repair to blank margin of one leaf, contemporary diced calf, neatly rebacked in calf gilt, 4to (270 x 208mm.), John Murray, 1826

£400 - 600 €450 - 670 \$550 - 820

An account of an expedition undertaken to discover the course of the Niger from the starting point of Tripoli, following along the Sahara trade route to the kingdom of Bornu (present-day Nigeria).

#### Provenance

Edward Parker, of Brosholme, Yorkshire.





# 107

# SCHMIED (THÉO, AND F.-L.)

Sud-Marocain. Grand-Atlas, Anti-Atlas. Trente planches gravées sur bois en colours par Théo Schmied d'après les tableaux de son père F.-L. Schmied, NUMBER 71 OF 120 COPIES, WITH EACH PLATE SIGNED by the artist and engraver, and by Théo on the colophon, from an overall edition of 126 copies, text by General Catroux, 30 colour-printed wood-engraved plates by Théo after F.-L. Schmied, loose as issued in publisher's wrappers, cloth portfolio and chemise, folio (415 x 330mm.), Paris, Théo Schmied, 1936

£2,000 - 4,000 €2,200 - 4,500 \$2,700 - 5,500

#### 108

# PRISSE D'AVENNES (ACHILLE CONSTANT T. EMILE)

Oriental Album. Characters, Costumes, and Modes of Life, in The Valley of the Nile, second edition, woodcut vignette on title, 31 hand-coloured tinted lithographed plates by Lemoine, Lehnert, Mouilleron, Le Roux and others after Prisse d'Avennes, frontispiece loose and frayed at margins, short tear to 2 plates, heavy spotting to 2 plates, a few small marginal tears and chips, opening leaves and one plate misbound, text block loose in modern half morocco re-using original cloth sides, with original spine laid down [cf. Atabey 1001, Blackmer 1357, first edition], folio (445 x 320mm.), James Madden, 1851

£2,000 - 3,000 €2,200 - 3,400 \$2,700 - 4,100





110

109

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

The Valley of the Kings, The Mortuary Temple of Queen Hatshepsut, Upper Egypt

signed and inscribed 'A.Lamplough ARA' (lower left) watercolour

64.1 x 97.5cm (25 1/4 x 38 3/8in).

£2,000 - 3,000 €2,200 - 3,400 \$2,700 - 4,100

Hatshepsut, the 'foremost of noble ladies' was the fifth Pharaoh of the 18th dynasty of Ancient Egypt. Widely regarded as one of the most successful Pharaohs, Hatshepsut reigned longer than any other woman of an indigenous Egyptian dynasty. Egyptologist James Henry Breasted suggests that she was 'the first great woman in history of whom we are informed'.

The temple itself is located beneath the cliffs at Deir el-Bahari on the West Bank of the Nile near the Valley of the Kings.

110

# **GEORGE PRICE BOYCE (BRITISH, 1826-1897)**

The Citadel of Saladin on the Mokattam Hills, Cairo signed and dated 'G.P.Boyce.Febr.1862' (lower left) watercolour

14 x 40cm (5 1/2 x 15 3/4in).

a period label affixed to the frame verso is inscribed as follows 'Citadel - Mookattam Hills/Tombs of the Moomtooks-/Aquaduct - Cairo/Feb 1862'

£600 - 800 €670 - 900

\$820 - 1,100

# Provenance

A label affixed to the frame verso indicates that this was in the collection of S.C Cockerell, 28th August 1904. Cockerell being the founder of the Fitzwilliam Museum.

Private collection, UK.

#### ELIJAH WALTON (BRITISH, 1832-1880)

'Returning to Sinai - A Sketch in the Desert' signed, inscribed with title and dated 'Elijah Walton/1861/Returning to Sinai/a Sketch in the Desert' (lower left) oil on board

38.1 x 45.7cm (15 x 18in).

£1,200 - 1,800 €1,300 - 2,000 \$1,600 - 2,500

112

# ROBERT GEORGE TALBOT KELLY, R.I., R.B.A. (BRITISH, 1861-1934)

'Karnak' signed and titled 'R.Talbot.Kelly' (lower right) watercolour 36.2 x 55.5cm (14 1/4 x 21 7/8in).

£800 - 1,000 €900 - 1,100 \$1,100 - 1,400

113

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

A footbridge in an Egyptian city signed and dated 'a.Lamplough/1900' (lower left) watercolour 21.6 x 34.3cm (8 1/2 x 13 1/2in).

Together with another watercolour by the same hand, signed and inscribed with title 'Mist in the Desert/Early morn' and measuring 23.1 x 60.6cm (9 1/8 x 23 7/8in). (2)

£700 - 1,000 €790 - 1,100 \$960 - 1,400



111



112







115



116

#### 114

#### **CASTLEREAGH (ROBERT STEWART, VISCOUNT)**

A Journey to Damascus through Egypt, Nubia, Arabia Petraea, Palestine and Syria, FIRST EDITION, 2 vol., 10 engraved plates (some foxing), 10pp. advertisements at end of volume 2, publisher's blind and gilt-stamped pictorial cloth, spines faded, joint ends fraying [Blackmer 1610 (under Stewart); Weber I 395; not in Atabey], 8vo, Henry Colburn, 1847

£400 - 600 €450 - 670

\$550 - 820

#### Provenance

Kimbolton Castle, shelf label on front pastedown.

115

#### AFTER HENRY SALT (BRITISH, 1780-1827)

'The Town of Abha in Abyssinia'; 'The Mountains of Samyat' hand-coloured lithographs engraved by L. Bluck after Salt, light spotting and toning, mounted, framed and glazed, William Miller, 1809

47.5 x 65.0cm (18 11/16 x 25 9/16in). (2)

£400 - 600

€450 - 670

\$550 - 820

# MIDDLE EAST AND THE PERSIAN GULF

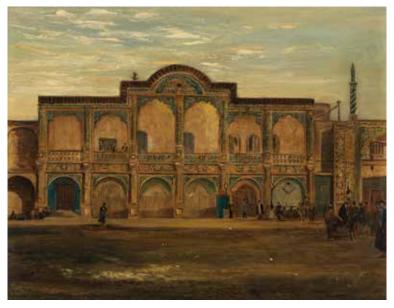
116

# IRAN - VISIT OF SWEDISH ROYAL FAMILY AND LISTERVIK SISTERS

Illuminated decorative presentation sheet, central rectangular panel (280 x 135mm.) with border ruled in red, blue and gold with large decorative ornament in upper section of all over design of trailing vines, flowers and petals in gold, pinks, reds and blues against a background of blue, signed beneath by Crown Prince Gustav, the future Gustav VI of Sweden, and his wife the Crown Princess Louise (née Mountbatten), the verso with 4-line border in red, gold and blue enclosing a manuscript quote from the Qur'an (chapter XLIII, part of verse 71) dated 13 dey 1312 (22 December 1933), above the signatures of Mahmud Djam (Iranian Prime Minister 1935-1939), his son Ferydoun Djam, and 2 others; beneath this a 3-line note expressing thanks (?possibly for those signed above) for the attention given to an unspecified matter, dated 25 farvardin 1313 (14 April 1934); and beneath the signatures of Swedish sisters Lisbeth and Greta Listervik dated 6 November 1938, window-mounted, framed and glazed, 322 x 215mm., 1930s

£800 - 1,200 €900 - 1,300 \$1.100 - 1.600

An attractive illuminated sheet relating to the visit in 1934 of Crown Prince Gustav (later King Gustav VI) to Iran in 1934. A keen amateur archaeologist, the Prince visited Persepolis, where he was gifted two sculptural fragments from the Central Palace (now housed in the Museum of Antiquities, Stockholm). On the reverse it is signed by Mahmud Djam, future President of Iran beneath a verse from the Qu'ran. At a later date it was signed by Swedish sisters Lisbeth and Greta Listervik who, in May 1938, set out in a bid to walk around the world, hiking through Europe, Persia and India before finally arriving in Australia. Lisbeth published an account of the voyage, "Jorden runt på alla fyra; systrarna Listerviks fotvandring runt världen, Stockholm, 1947.





118

#### 117

# **CONTINENTAL SCHOOL, CIRCA 1895**

The Imperial Bank of Persia, Toop Khaneh Square, Tehran, Iran indistinctly signed and inscribed 'Teheran' (lower right) oil on board

31.5 x 40.5cm (12 3/8 x 15 15/16in).

£3,000 - 5,000 €3,400 - 5,600 \$4,100 - 6,800

# Provenance

Anon. sale Bonhams, London, 13 December 2006, lot 443.

The Imperial Bank of Persia was established in 1889 with a royal charter from Queen Victoria and a concession from the government of Persia, making it the state bank of Persia. It was later named the British Bank in the Middle East (BBME). Toop Khaneh Square is now known as Iman Khomeini Square.

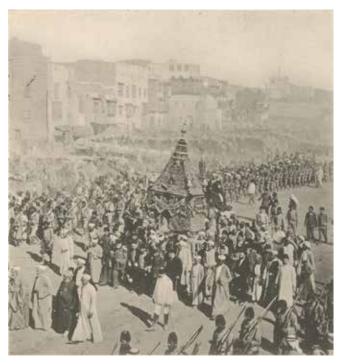
# 118

#### **MECCA - KAABA**

View of the Kaaba, Mecca, with men at prayer, and visitors with camel and goats, pen, watercolour and wash, heightened in white, on paper, 2 short marginal tears (neatly repaired on verso with paper printed in Arabic), 298 x 400mm., [early twentieth century]

£800 - 1,200 €900 - 1,300 \$1,100 - 1,600





#### **MORITZ (BERNHARD)**

Bilder aus Palästina, Nord-Arabien und dem Sinai, 106 plates after photographs mounted on 50 card mounts with captions, numbered 1-100 and 16a, 59b, 60a, 72a (2 photos) and 95a, one map (numbered 63a), the images of varying sizes, 16 pages of accompanying text, loose as issued in publisher's cloth-backed decorative portfolio boards, gilt lettered "Nord-Arabien und Sinai" on upper cover, rubbed, oblong folio (290 x 390mm.), Berlin, Dietrich Riemer, 1916

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

A rare photographic record of the major sites and geographic features in Saudi Arabia, Jordan, Syria, Egypt and Palestine. The images - taken for the most part by Moritz but some by Turkish friends in areas where he was prohibited from going - depict pilgrims on the Hajj to Mecca, Bedouins, the building of the Hejaz railway between Damascus and the holy cities of Mecca and Medina, Jiddah, Petra, and Mt. Sinai. Moritz (1859-1939) was an Arabist and archaeologist who from 1896 to 1911 headed the Khedival Library and Archive in Cairo. It was from there that he made numerous research trips to the Sinai and Hejaz, taking the present photographs between 1905 and 1915.





121

120

#### **EDWARD LEAR (BRITISH, 1812-1888)**

Damascus

inscribed, dated and numbered 'Damascus. 28 May 1858. (217)' (lower right); annotated throughout pen, ink and watercolour over traces of pencil 19.4 x 55.2cm (7 5/8 x 21 3/4in).

£2,000 - 3,000 €2,200 - 3,400 \$2,700 - 4,100

#### Provenance

With Craddock & Barnard, London. Private collection, UK.

Having visited Jerusalem in the Spring of 1858, Lear set off for Lebanon, travelling by boat from Jaffa, arriving in Beirut on the 11th May, and moving inland. Lear found the landscape too similar to Greece and Albania, although his opinion of Damascus was more positive, writing to Lady Waldegrave 'imagine 16 worlds full of gardens rolled out flat, with a river and a glittering city in the middle'.1

1 Edward Lear, letter to Lady Waldegrave, quoted in Vivien Noakes, Edward Lear, The life of a Wanderer, London, 1968, p. 164.

121

#### LOUIS HAGHE (BRITISH, 1806-1885), AFTER DAVID ROBERTS

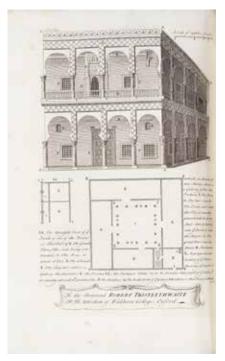
The Destruction of Jerusalem by the Romans, Under the Command of Titus, A.D. 70

signed in pencil 'David Roberts R.A.' (lower left), signed in pencil 'L.Haghe' (lower right)

lithograph (London, Hering & Remington, 1851) image size 69.5 x 107cm (27 3/8 x 42 1/8in)

£2,000 - 3,000 €2,200 - 3,400 \$2,700 - 4,100

This print is after the original oil painting by David Roberts exhibited at the Royal Academy in 1849, no. 290. Following the positive reception of the painting, Roberts turned to Haghe to have the print produced after it. Twenty-five presentation editions signed by both the artist and engraver were produced, of which this is one.





123



122

#### SHAW (THOMAS)

Travels or Observations Relating to Several Parts of Barbary and the Levant, half-title, title printed in red and black with engraved vignette, 32 engraved plates, maps and plans on 29 sheets (several folding), engraved vignettes and decorative initials by H. Gravelot after C. Frederick, illustrations in text including full-page sheet of music, contemporary panelled calf, gilt lettering label on spine, slightly rubbed, a few scuffmarks [Blackmer 1553; Röhricht 1352; Weber I, 496], folio (348 x 220mm.), Oxford, at the Theatre, 1738

£800 - 1,200 €900 - 1,300 \$1,100 - 1,600

Thomas Shaw acted as the chaplain to the English factory at Algiers from 1720 to 1733, during which time he travelled to Egypt, Palestine, Cyprus, the Holy Land and parts of North Africa including Tunis and Carthage, taking particular interest in the antiquities and natural history of the areas visited.

#### Provenance

James Irvine Esq., of Kingcausie (1717-1794), armorial bookplate.

#### TURKEY, GREECE AND THE OTTOMAN EMPIRE

123

#### LIBERTY (ARTHUR LASENBY)

The Treasure Hunt: the Conspirators in Constantinople, AUTHOR'S PRESENTATION COPY, inscribed on title-page to "Miss Wake, with the author's apologies", printed in red and black, illustrations throughout, publisher's printed thick card wrappers, soiled, one or two scuffs, spine splitting, large 8vo (240 x 167mm.), London and Paris, Liberty & Co., [1915]

£600 - 800 €670 - 900 \$820 - 1,100

THE FOUNDER OF LIBERTY & CO: presentation copy of Arthur Liberty's scarce record of a trip to Constantinople in 1909 with his fellow directors.

#### Provenance

Miss Wake, presentation inscription from the author; J.B. Chamberlain, ownership signature dated 1973 on front free endpaper.

124

## LUIGI MAYER (ITALIAN)

'Church & Convent of St. Mary'; 'Caravansera at Kustchiuk-Czemege'; 'Fountain of Serpents'; and 5 further views hand-coloured aquatints, each with accompanying leaf of letterpress description, each published by W. Watts, 1801-1803 315 x 385cm (124 x 151 9/16in). (8)

£400 - 600 €450 - 670 \$550 - 820

124





125

## **CONTINENTAL SCHOOL, 19TH CENTURY**

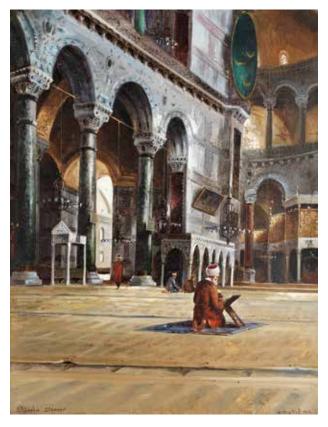
A view of Constantinople from Galata Tower to the historic city oil on canvas 87.6 x 113cm (34 1/2 x 44 1/2in).

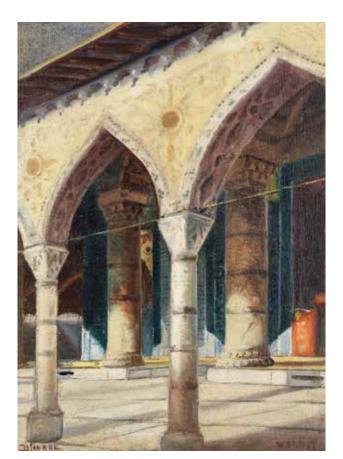
£3,000 - 5,000 €3,400 - 5,600 \$4,100 - 6,800 126

## **ENGLISH SCHOOL, 19TH CENTURY**

Greek landscape watercolour, oval 23 x 32.5cm (9 1/16 x 12 13/16in).

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





127

## WLADIMIR PETROFF (RUSSIAN/FRENCH, EARLY 20TH CENTURY)

The nave of the Hagia Sophia signed and dated 'W.Petroff.1929' (lower right), inscribed 'Ste Sophie. Stamboul' (lower left) oil on board 61.9 x 48cm (24 3/8 x 18 7/8in).

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

128

## WLADIMIR PETROFF (RUSSIAN/FRENCH, EARLY 20TH CENTURY)

The interior of a mosque, Istanbul signed 'W.Petroff' (lower right), inscribed 'Istanbul' (lower left) oil on board 46.7 x 32.7cm (18 3/8 x 12 7/8in).

£700 - 1,000 €790 - 1,100 \$960 - 1,400

## WLADIMIR PETROFF (RUSSIAN/FRENCH, EARLY 20TH CENTURY)

The interior of the Hagia Sophia, Instanbul signed 'W.Petroff' (lower right), inscribed 'Istanbul' (lower left) oil on board 43.5 x 31.5cm (17 1/8 x 12 3/8in).

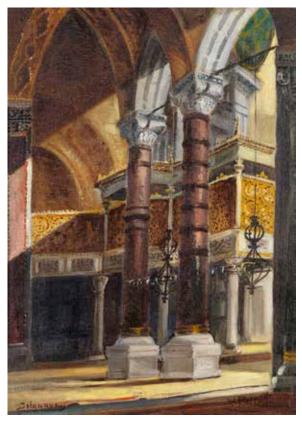
£700 - 1,000 €790 - 1,100 \$960 - 1,400

130

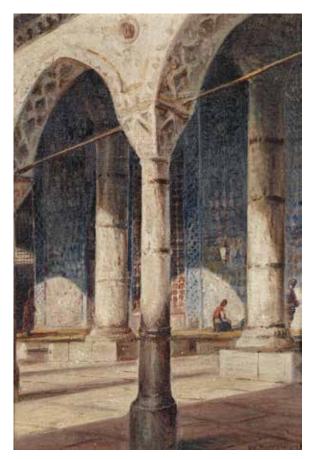
## WLADIMIR PETROFF (RUSSIAN/FRENCH, EARLY 20TH CENTURY)

Praying in a tiled mosque interior, Istanbul signed and dated 'W.Petroff 1927' (lower right) oil on canvasboard 44.1 x 29.8cm (17 3/8 x 11 3/4in).

£800 - 1,200 €900 - 1,300 \$1,100 - 1,600



129



130





131 \*

#### THOMAS ALLOM (BRITISH, 1804-1872)

A camel train arriving at Philadelphia; and Travellers resting at Thyatira, a pair one signed and dated 'T. Allom 1861' (lower right) oil on canvas each 46 x 71cm (18 1/8 x 27 15/16in). (2)

£5,000 - 7,000 €5,600 - 7,900 \$6,800 - 9,600

#### Provenance

Anon. sale, Christie's, London, 8 February 1899, lot 46 (2 of 7). Private collection, Canada. Thence by descent.

Thomas Allom was born in Lambeth, South London in March 1804. Articled to the architect Francis Goodwin, he attended the Royal Academy schools as an architectural student from 1828. He was a founder of the Royal Institute of British Architects, of which he became a Fellow in 1860. His reputation largely rests with his

numerous designs for albums of topographical steel engravings that were mostly published between 1828-1845, when he travelled extensively in Great Britain, Belgium, France and Turkey.

The ancient town of Philadelphia (now known as Alasehir) lies at the foot of the Bozdağ Mountain, in the Aegean region of Turkey. It was an important centre during the Early Christian and Byzantine periods, remaining an isolated Byzantine enclave surrounded by various Turkish states in the 14th Century, and is a titular see of the Catholic Church.

Thyatira (now the Turkish town of Akhisar) was, like Philadelphia, among the seven major churches of Early Christianity, as mentioned in the Book of Revelation (also known as the Seven Churches of Revelation).

Two further views from the series, *The ancient church of St. John with the Citadel, Pergamos* and *The ruins of Laodicea* were sold in these rooms, 3 December 2014, lot 112.

These works were engraved, *Philadelphia* by J Cousen and *Thyatira* by A. Willmore, for George Virtue, *circa* 1863.





132



#### **CONTINENTAL SCHOOL, CIRCA 1835**

Twelve costume studies including Corfiot, Turkish, Albanian and Italian men and women

each inscribed in Italian in the lower centre with a description of the sitters; on the reverse, eleven are inscribed with a number and date of either January or February 1835

gouacne

Eleven circa 28 x 20.6cm (11 x 8 1/8in); one 23.5 x 18.1cm (9 1/4 x 7 1/8in)

(12)

unframed

£800 - 1,200 €900 - 1,300 \$1,100 - 1,600



132



133

### 133

#### A 19TH CENTURY TAPESTRY

King Otto of Greece (1815-1867) as a young man in Greek national dress with Athens and the Acropolis in the distance 62.5 x 53cm (24 5/8 x 20 7/8in).

£1,500 - 2,000 €1,700 - 2,200

\$2,100 - 2,700

The image is based on a lithograph of the same subject by Gottlieb Bodmer (1804-1837).





#### **MEDITERRANEAN AND MALTA**

134

#### **ENGLISH SCHOOL, 19TH CENTURY**

Looking out to sea oil on canvas, oval, unframed 47.5 x 37.5cm (18 11/16 x 14 3/4in).

£800 - 1,200 €900 - 1,300 \$1,100 - 1,600

135

#### [ORTELIUS (ABRAHAM)]

Europae, double-page hand-coloured engraved map, Latin text on verso, good margins, 340 x 460mm., [Antwerp, 1584]

£400 - 600 €450 - 670 \$550 - 820

136

#### MALTA, SICILY AND THE MEDITERRANEAN

SENEX (JOHN) A Map of the Island and Kingdom of Sicily [with inset map]... of the Island of Malta & Neighbouring Islands, [c.1721]--DELISLE (GUILLAUME) Carte de l'isle et Royaume de Sicile [with inset map]... carte particuliere de l'Isle de Malte et des isles voisines, Venice P. Santini, 1779; Partie meridionale du Royaume de Naples, Venice, P. Santini, 1779, each approximately 485 x 655mm.--KEULEN (JOHANNES VAN) Nieuwe Pascaart voor een Gedeelte van Barbaria... als Med t'Eylandt Malta, trimmed close to rule border, 512 x 580mm., Amsterdam, [c.1700]--A Correct Chart of the Mediterranean Sea, from the Straits of Gibraltar to the Levant... for Mr. Tindal's Continuation of Mr. Rapin's History, 365 x 725mm., [c.1760], all engraved maps, hand-coloured in outline; and 3 other maps, including one small woodcut map of Malta (8)

£600 - 800 €670 - 900 \$820 - 1,100





138

137

#### NICOLAS S. CAMMILLIERI (MALTESE, BORN CIRCA 1798-DIED CIRCA 1856)

'Ship Eveline Leaving Malta 1855' signed 'Nicola S Cammillieri' (lower right), inscribed with title (lower centre)

watercolour, with gouache to the lower border 45.4 x 56.8cm (17 7/8 x 22 3/8in).

£1,200 - 1,800 €1,300 - 2,000 \$1,600 - 2,500 138

## CIRCLE OF GIOVANNI JEAN SCHRANZ (MALTESE, 1794-1882)

A busy street scene in Valletta harbour, Malta watercolour 35.5 x 59.4cm (14 x 23 3/8in).

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

A very similar composition attributed to Giovanni Schranz sold with Christie's in London on 1st March 2011.





140

139

## NICHOLAS KRASNOFF (RUSSIAN, ACTIVE CIRCA 1920-1930)

The Main Guard Building, Valletta signed and inscribed 'MALTA/N.Krasnoff' (lower right) watercolour and pencil  $23.5 \times 34$ cm (9  $1/4 \times 13 \ 3/8$ in).

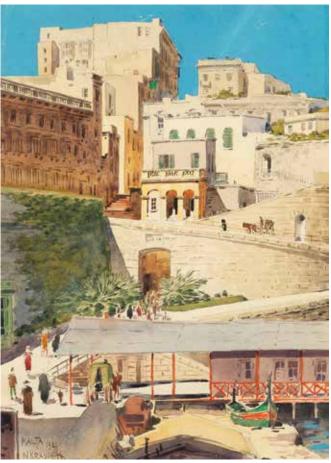
£1,200 - 1,800 €1,300 - 2,000 \$1,600 - 2,500 140

## **NICHOLAS KRASNOFF (RUSSIAN, ACTIVE CIRCA 1920-1930)**

San Anton Palace, Attard, Malta signed and inscribed 'MALTA/N.Krasnoff' (lower left) watercolour, gouache and pencil 24.1 x 34cm (9 1/2 x 13 3/8in).

£1,200 - 1,800 €1,300 - 2,000 \$1,600 - 2,500





#### 141

#### **NICHOLAS KRASNOFF (RUSSIAN, ACTIVE CIRCA 1920-1930)**

Dragonara Palace, St Julian's, Malta signed and inscribed 'MALTA/N.Krasnoff' (lower left) watercolour and pencil 34 x 23.8cm (13 3/8 x 9 3/8in).

£1,200 - 1,800 €1,300 - 2,000 \$1,600 - 2,500

#### 142

#### **NICHOLAS KRASNOFF (RUSSIAN, ACTIVE CIRCA 1920-1930)**

A street scene by Valletta Harbour, Malta signed, dated and inscribed 'MALTA/1921/N.KRASNOFF' (lower left) watercolour, gouache and pencil  $33.6\times23.5cm$  ( $13\ 1/4\times9\ 1/4in$ ).

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



143



144



144

# NICHOLAS KRASNOFF (RUSSIAN, ACTIVE CIRCA 1920-1930)

Porta Reale Bridge, Valletta signed, dated and inscribed 'MALTA/1921/N. KRASNOFF' (lower right) watercolour and pencil 23.5 x 34cm (9 1/4 x 13 3/8in).

£800 - 1,200 €900 - 1,300 \$1,100 - 1,600

#### 144

## **GIANNI BONELLO (MALTESE, 1858-1920)**

The city of Mdina, Malta; A Maltese harbour, a pair the first initialled ' IR' (lower right); the second

the first initialled 'JB' (lower right); the second signed 'JBonillo' (lower right) watercolour and gouache each 14.3 x 29.5cm (5 5/8 x 11 5/8in). (2)

£700 - 1,000 €790 - 1,100 \$960 - 1,400



#### 145

## MARIA GIANNI (ITALIAN, 19TH CENTURY)

Grand Harbour, Valletta signed and dated 'M.Gianni.1897.' (lower left) watercolour and gouache 16.5 x 41cm (6 1/2 x 16 1/8in).

£700 - 1,000 €790 - 1,100 \$960 - 1,400

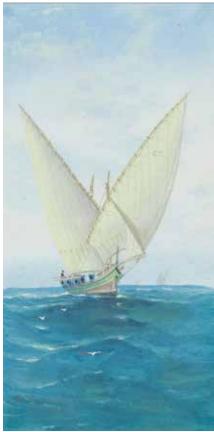
### 146

## VINCENZO D'ESPOSITO (MALTESE, 1886-1946)

Maltese fishing boats, a pair both signed 'D'Esposito' (lower left) watercolour and gouache each 23.8 x 11.8cm (9 3/8 x 4 5/8in). (2)

£600 - 800 €670 - 900 \$820 - 1,100





146





## **BALTIC**

147

## ENGLISH SCHOOL, 19TH CENTURY (AFTER THOMAS PACKER)

A set of four views depicting the key sites of the Crimean War:

1) A Panoramic view looking south down the Western side of the Crimean Peninsula from Eupatoria towards Sebastopol;

- 2) A Panoramic view of the entrenchment of Allied Armies of England and France before Sebastopol;
- 3) A Panoramic View of the Gulf of Finland and the Baltic Sea, with the Fortified Places from the Aland Isles to St Petersburg;
- 4) A Panoramic View of the Town, Harbour, Forts and Defences of Sebastopol and The Siege Works of the Allied Armies of England and France

oil on canvas

each approximately 96 x 132cm (37 13/16 x 51 15/16in). (4)

£40,000 - 60,000 €45,000 - 67,000 \$55,000 - 82,000 These impressive and detailed topographical landscapes depict aerial views of the principal sites of the Crimean War on the Black Sea. Each is after a lithograph, from a series of eight, by Thomas Packer (active 1855-1880s) and published in 1855 by Stannard & Dixon, London. Considering the workmanship and scale, these oils are likely to have been commissioned by somebody with wealth and a close connection to the conflict.









149



#### **ATLANTIC AND WEST INDIES**

148

#### [ORTELIUS (ABRAHAM)]

Americae sive novi orbis nova descriptio, double-page hand-coloured engraved map, decorative cartouche, ships in sea area, good margins, Latin text on verso [Burden 39, second state], 360 x 495mm., [Antwerp, 1579, or later]

£2,000 - 4,000 €2,200 - 4,500 \$2,700 - 5,500

149

#### **BERMUDA - SALT PRINTS**

Two views of Hamilton, Bermuda in the 1860s, by an unidentified photographer, salt prints, each mounted on paper (?from album), pencil note "Bermuda" in margin of each image lower right, and date "1862" in blue pencil on mount, images 205 x 255mm., [1860s] (2)

£400 - 600 €450 - 670 \$550 - 820



#### 150

#### **WEST INDIES - PHOTOGRAPHY**

A group of miscellaneous 28 views and "portrait types" of the West Indies, including Jamaica, Bermuda, and Virgin Islands, mostly albumen prints, a few gelatin silver or collotypes, the majority mounted on old album leaves (mostly single recto only, 6 recto and verso, 5 small studies of "Costumes of W. Indian Negroes" together), most captioned in margin, various sizes (190 x 235mm., and smaller), [mostly late nineteenth century] (collection)

£400 - 600 €450 - 670 \$550 - 820

Images include; St. Croix (King Street, Christiansted; View on road from Frederickted to Christiansted; Street view, probably Christiansted; house interior); Virgin Islands (view of Charlotte Amelia showing Blue Beard's Castle, St. Thomas); Jamaica (Barracks and hospital at Newcastle; Admiralty House, Port Royal; "Loading Bananas"; "Drying Allspice"; "Dr. Plaxton's House, Lunatic Asylum, Kingston"; group including Dr. Plaxton and staff; "Barracks, Ups Park Camp"; "Opening of Ewarton Railway, 1889"; "Jamaica 1883" ?showing a street view in Kingston, after the great fire); Bermuda view (dated 1905); Trinidad ("Drying Cacao"); Barbados (carte-devisite portrait of Bishop Mitchinson, Bishop of Barbados); 5 studies of "costumes of W. Indian Negroes".

151

#### **WEST INDIES AND BRITISH GUIANA - PHOTOGRAPHY**

Nineteenth century album of views in the West Indies, British Guiana (Guyana), and United States, captioned "Our trip to the West Indies and America... January 2nd [-April 30th] 1884", 68 albumen prints, mostly mounted one per page (several smaller 2 per page), 3 joined forming a panorama, the majority captioned in ink on mount, images typically approximately 155 x 210mm., contemporary calf, defective, oblong folio, [c.1884]

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

A good record of a voyage undertaken on the Royal Mail Steam Packet S.S. *Elbe* in 1884. Images include Trinidad (15, including "Orange Grove House" and "O.G. railway station", "Country Residence of Mrs Agostini, Port of Spain", "Colonial Company's Sugar Works", 2 of the "The Pitch Lake"), Trinidad portrait types ("Coolie Women", "Coolie Man", "West Indian Negress"), St. Thomas (2), St. Kitts (3), St. Lucia, Martinique, Antigua, Barbados (2), Demerara and Esquibbo in British Guiana (24, including 11 views of Georgetown, of which 3 forming a panorama of the bay, "Shipping sugar, Demerara", "Coolie Barracks", 7 of the Esequibo River, including "Penal Settlement" and "Indian Encampment"), and America (12).

#### Provenance

Hardin Burnley Campbell and May Burnley Campbell, named beneath note "Our trip to the West Indies and America. Started from Southampton, January 2nd 1884. S.S. Elbe Landed at Greenock April 30th. S.S. Anchoria" on opening leaf. The Campbells owned a sugar plantation in Trinidad, and their home at Orange Grove is depicted in the album; by family descent to current owner.



## FOLLOWER OF MICHEL JEAN CAZABON (TRINIDADIAN, 1813-1888)

Port of Spain from Fort George, Trinidad bears signature' J.W.DAVIS' (lower right), bears inscription 'Port of Spain Trinidad/West Indies' (sheet verso) watercolour heightened with bodycolour

watercolour heightened with bodycolour image 19.4 x 36.5cm (7 5/8 x 14 3/8in), full sheet 27.3 x 44.8cm (10 3/4 x 17 5/8in). unframed

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



detail



## **BRITISH SCHOOL, MID-19TH CENTURY**

Ten scenes in Barbados, completed between 1830 and 1841

each inscribed with the location and date pencil

. 23 x 27.4cm (9 1/16 x 10 13/16in) and smaller.

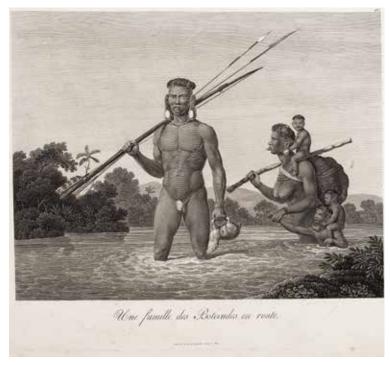
Together with three views in Scotland by the same hand. (13)

unframed

£600 - 800 €670 - 900 \$820 - 1,100









155

## **SOUTH AMERICA**

154

## MAXIMILIAN ZU WIED-NEUWIED, PRINCE

Voyage au Brésil, Atlas only, letterpress leaf of contents, 19 (of 22 engraved plates, 5 hand-coloured), one (of 3) engraved maps, without vignettes, number 6 cut to size, several others trimmed within platemark, occasional spotting, loose in publisher's porfolio boards, blue printed label on upper cover, lacks spine, folio, [Paris, 1821-22], sold not subject to return

£600 - 800 €670 - 900 \$820 - 1,100 155

## ATTRIBUTED TO RAFAEL TROYA (ECUADORIAN, 1845-1920)

Cotopaxi volcano, Ecuador oil on canvas 50.1 x 76.2cm (19 3/4 x 30in).

£700 - 1,000 €790 - 1,100 \$960 - 1,400





156

## **CONTINENTAL SCHOOL, LATE 19TH CENTURY**

Views on the River Napo, Ecuador a pair both inscribed 'Rio del Napo/Ecudor' (on canvas verso) oil on canvas 44.5 x 61.6cm (17 1/2 x 24 1/4in).

£4,000 - 6,000 €4,500 - 6,700 \$5,500 - 8,200





#### **BRAZILIAN SCHOOL, 19TH CENTURY**

Capriccio views of Rio de Janeiro, a pair oil on canvas 63 x 96.5cm (24 13/16 x 38in). (2)

£3,000 - 5,000 €3,400 - 5,600 \$4,100 - 6,800

This pair shows capriccio views of the port of Rio de Janeiro bustling with activity. There are merchant ships and smaller boats anchored at shore with local people animating the scene; women and men carrying food and goods on their heads and working on boats. The church on the left in the first image looks to be Santa Lucia and in the background one can see the city surrounded by the mountains. The second image bears a resemblance to Sao Goncalo with its

mountains in the background. These street scenes show the clear influence of both Debret and Rugendas. Debret was a French painter who travelled to Brazil in 1816 as a member of the so-called French Artistic Mission, a group of bonapartist French artists and artisans bound to creating an arts and crafts lyceum in Rio de Janeiro under King D. João VI and the Conde da Barca; this later became the Academia Imperial de Bellas Artes under Emperor Dom Pedro I.

Debret is known for his depictions of everyday life in Brazil and started to sketch street scenes, local costumes and people between 1816 and 1831. He was particularly interested in slavery of black and indigenous people in Brazil. Together with the German painter Johann Moritz Rugendas, his work is some of the most important documentation of Brazilian life during the early decades of nineteenth century. This pair of paintings executed at a later date, around 1880, show the influence of prints after both of these important artists' work.



#### **NORTH AMERICA**

158

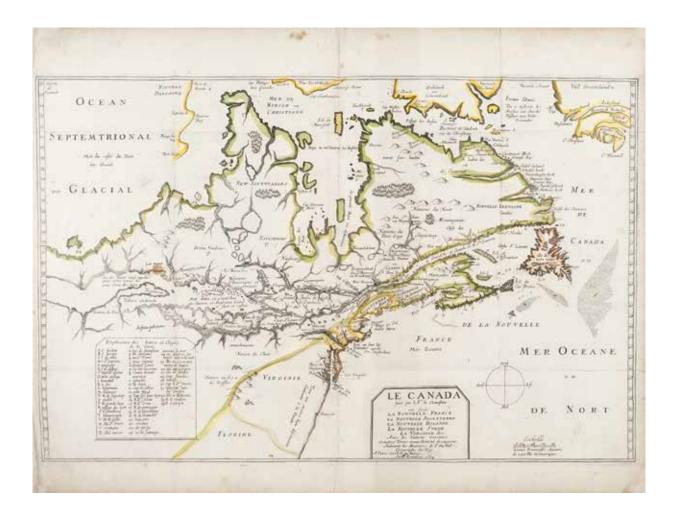
## **CORNELIUS DAVID KRIEGHOFF (CANADIAN, 1815-1872)**

The Habitant signed 'C Krieghoff' (lower right) oil on canvas 27.9 x 23.1cm (11 x 9 1/8in). framed with an oval-form mount

£4,000 - 6,000 €4,500 - 6,700 \$5,500 - 8,200

### Provenance

Hon. Richard Reid Dobell, Quebec. Mrs Dobell (bequeathed by the above). Major General Sir Charles Patrick Amyatt (1865-1920), Hull (by descent from the above) Major General Henry Robinson Swinburn (1897-1981) (by descent from the above). Thence by descent to the present owner.



#### **CHAMPLAIN (SAMUEL DE)**

Les Voyages de la Nouvelle France occidentale, dicte Canada, FIRST COMPLETE EDITION, second issue with cancelled leaves D2-3 replacing the offensive passage regarding Richelieu, with inserted folding map of Canada by Champlain dated 1664, hand-coloured in outline, 6 large engravings in the text (2 full-page), woodcut map and one woodcut text diagram, numerous woodcut head-pieces and initials, light browning and foxing, some rust-marks to C3 at end, contemporary brown stained limp vellum, vellum spine label with manuscript title in ink (chipped), covers crinkled, remains of shelf label at foot of spine, preserved in cloth solander box with gilt lettered leather spine labels [Sabin 11839], 4to (226 x 162mm.), Paris, Claude Collet, 1632

£18,000 - 25,000 €20,000 - 28,000 \$25,000 - 34,000

'LA PERE DE LA NOUVELLE FRANCE': the most complete edition of the *Voyages* of Samuel de Champlain (1567-1635), navigator, cartographer, explorer and founder of Quebec.

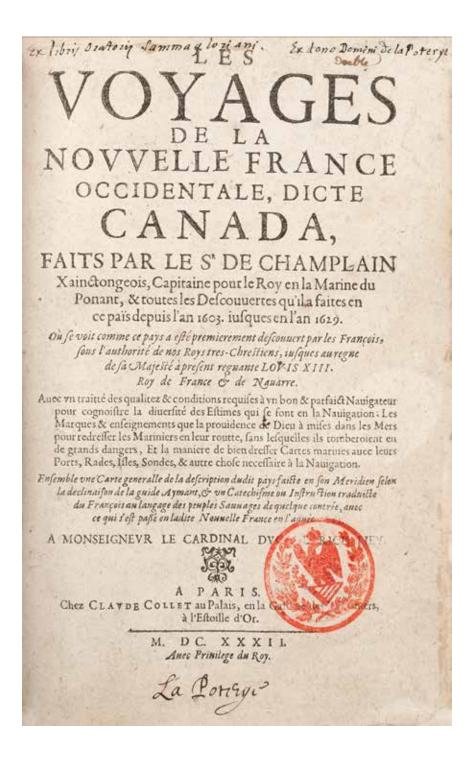
A key figure in the history of Canada, Champlain crossed the Atlantic more than twenty times, founding Quebec and New France on 3 July 1608. From there, he explored the surrounding territory, allied himself with the Hurons and the Algonquins, and took part in the first Mass on the island of Montreal. He also created the first accurate coastal map during his explorations, and founded various colonial settlements.

The work describes all of the preceding French expeditions to the New World as well as his own, with a history of Canada from 1619 to 1632. It also "gives us the first accurate accounts we have of the Indians of the interior of the present State of New York. The most remarkable event in Indian history was caused by Champlain's first visit to the shores of the lake bearing his name. In a conflict between the two named races of savages, he gave the victory to his friends the Abnaquis, by the use of his musket. The Iroquois never forgave the injury, and thousands of Frenchmen were slaughtered to avenge it" (Thomas W. Field, *An Essay Towards an Indian Bibliography*, 1991, no. 268).

The present copy has a large hand-coloured map of Canada, drawn by Champlain in 1616 and printed by Pierre Duval in 1664, inserted in place of the 1632 map which is missing in most copies. The eight illustrations include a map, natives in war dress, a village attack, a hunting scene, native women, a religious ceremony and a funeral rite. The text is complete with the 8-page map table, the *Traitté de la marine et du devoir d'un bon marinier*, and the final *De la Doctrine chrestienne du R.P. Ledesme*, not found in some copies.

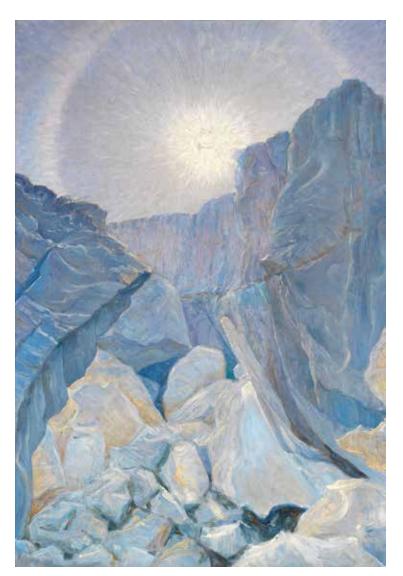
#### Provenance

François de La Poterie, former librarian to Cardinal Jules Mazarin, ownership signature ("La Poterye") at foot of title-page; Seminary of Sainte Magloire, inscription recording Poterie's gift at head of title-page ("ex libris Oratorii Sammagloriani. Ex dono Domini de la Poterye"). Sainte Maglore, founded in 1618, was the only seminary in Paris during the seventeenth century, and was a fertile training ground for future bishops. In the eighteenth century it became an active hotbed of Jansenism and, during the Revolution, the state seminary of Paris; unidentified old red stamp on title and last page.





160



#### **ARCTIC CIRCLE**

160

#### ACHTON FRIIS (DANISH, 1871-1939)

'Formiddagssol over "Danmarks-Havn", Marts 1908' (Morning Sun over Danmarkshavn) signed 'Achton Friis' (lower left) oil on canvas 57.2 x 74.3cm (22 1/2 x 29 1/4in).

£2,000 - 3,000 €2,200 - 3,400 \$2,700 - 4,100

The title of this work is taken from an old label affixed to the stretcher of lot 161, the assumption being that the labels were mixed at some stage. Also affixed to the stretcher is a label dated 23 October 1911 and bearing the artist's name.

The scene depicted here, along with that shown in lot 161, is from the Denmark Expedition of 1906-08 to North-eastern Greenland. Friis accompanied the expedition, producing a large number of paintings and written accounts which have been variously exhibited and published.

161

#### ACHTON FRIIS (DANISH, 1871-1939)

'Mellem Isblokkene foran den store Ishule; Solring I Rimtaagen, Sept. 1907' (Between the Ice Blocks in front of the Great Ice Cave)

oil on canvas

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

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

The title of this work is taken from an old label affixed to the stretcher of lot 160, the assumption being that the labels were mixed at some stage. Also affixed to the stretcher is a label dated 23 October 1911 and bearing the artist's name.

The scene depicted here, along with that shown in lot 160, is from the Denmark Expedition of 1906-08 to North-eastern Greenland. Friis accompanied the expedition, producing a large number of paintings and written accounts which have been variously exhibited and published.



#### **FIRST ARCTIC EXPEDITION, 1818**

Collection of nineteenth century microscope specimen slides, including 3 of material collected from the ocean floor during Sir John Ross's expedition with William Parry, one slide labelled 'Parry's Soundings, 674 fms, Lancaster Sound, lat. 73oN, Sept i 1818', the other two 'Parry's Soundings 201 fms.'; along with c.34 other slides labelled 'Indian Ocean', 'H.M.S. Cyclops', 'Red Sea', 'Balsam from Lancing', 'Atlantic Ocean. HMS Porcupine 1869', '...from stomach of Scallop. Brighton, T.H. Hennah 1863' etc., some signed or initialled by Hennah, preserved in trays contained in purpose-made wooden box, a few loose; with a folder of correspondence relating to research on the soundings, c.1818-1870

£2,000 - 4,000 €2,200 - 4,500 \$2,700 - 5,500

'PARRY'S SOUNDINGS': rare specimens from the ocean floor, some collected using Sir John Ross's Deep-sea Clamm, which he first used in Baffin's Bay during the Arctic expedition of 1818.

According to a full report published on the Parry soundings by Rudolf Staroscik and Brian Davidson ('Parry's Soundings', in *Quekett Journal of Microscopy*, 2011, 41, pp.531-542), it seems almost certain that they were actually taken by Ross: "it is clear that the material mounted on our slide labelled '674 fms' was actually obtained from a sounding made on *HMS Isabella* using Ross's Deepsea Clamm on 31 August 1818. It can therefore properly be claimed that this '674 fms' slide is the most important of only four known surviving preparations of the earliest deep-sea soundings from one of the first British oceanographic expeditions. It may well also be the only remaining ocean-bottom specimen obtained using the first sounding machine capable of recovering material from great depth".

Sir John Ross had been put in command of a two-ship expedition in search of a northwest passage, Ross sailing in the *Isabella* and William Edward Parry in command of the *Alexander*. Ross was

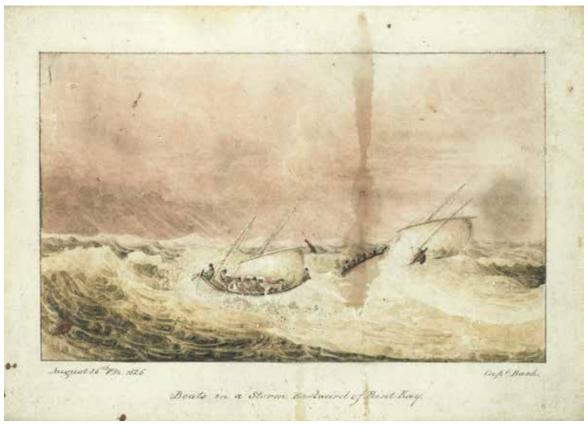
also charged with noting the currents, tides, the state of ice and magnetism, and with collecting specimens he found on the way. This he did using his Deep-sea Clamm, an early grab sampler (sounder), a model of which is illustrated on the Science Museum website.

'Ross wrote: "The instrument was made from the model by the ship's armourer, and succeeded on the first trial". The Clamm worked well and collected sediment as well as some biota (worms, and starfishes attached to the cable) from depths at over 1,000 fathoms. A bonus was that they could, once the instrument was on deck, insert a thermometer in the soft sediment and read a reasonably accurate temperature (in contrast to the non-insulated water samplers). Because of the weight of sampler and cable, the Clamm required a whale line "which are two and a half inches in circumference, made of the best hemp, and very pliable and easily coiled" (Historie van de Oceanografie Club website).

Some of the resulting specimens eventually came into possession of the noted Brighton collodion and Talbotype photographer Thomas Hennah, who became President of the Brighton & Sussex Natural History Society in 1869. His microscopy presentations included subjects such as lenses, palates of Mollusca, minute crustaceans, scales of fish, methods of illumination and, in 1870, the Parry soundings. Hennah also gave practical lessons to the members in mounting, section cutting, and the preparation of objects for the microscope. Other slides in the present collection are signed or initialled by Hennah.

#### Provenance

The 'Parry' soundings obtained by William Parry from Sir John Ross; J.C. Burrows, acquired from Parry's widow on the explorer's death; Thomas Henry Hennah (1826-1876), photographer, who mounted them along with others in the collection; William Henry Youdale (1859-1922), member of the Royal Microscopical Society, added to his collection on Hennah's death in 1876; purchased by one of the authors of the aforementioned article, c.1986.









163

#### 163 \*

#### **CHALLENGER EXPEDITION, 1875, AND OTHERS**

Group of 3 microscope specimen slides, *labelled variously* 'Expedition of H.M.S.S. [sic] Challenger 1875. Antarctic Diatomaeae Soundings', 'Diatomaceae from Backdoor Bay, Mt. Erebus, Antarctica. Shackleton 1907...', and 'Granite. Cape Royds, Antarctic. C 1.13', each 75 x 25mm., c.1875-1920 (3)

£600 - 800 €670 - 900 \$820 - 1,100

A sample of marine algae taken during the first significant government-sponsored oceanographic expedition, by HMS *Challenger* in 1875; specimens brought back were distributed to the world's foremost experts for examination. A second sample is of Asterolampra darwinii (Ehrenberg), another alga ostensibly gathered during Shackleton's *Nimrod* Expedition, probably later prepared for study by one E.C.P. Bone. The final sample, of a sliver of granite, may have been taken during Scott's 1910-1913 *Terra Nova* Expedition.

164

## **ADMIRAL SIR GEORGE BACK (BRITISH, 1796-1878)**

'Boats in a Storm Eastward of Point Kay' signed 'Capt. Back.' (lower right), dated 'August 26thv.m. 1826' (lower left) and titled (lower centre) watercolour and pencil 15.9 x 22.2cm (6 1/4 x 8 3/4in).

£2,000 - 3,000 €2,200 - 3,400 \$2,700 - 4,100

### Provenance

The artist's family and thence by descent.



#### **ADMIRAL SIR GEORGE BACK (BRITISH, 1796-1878)**

HMS *Terror* off a spectacular iceberg, believed to be in the Davis Strait, between Canada and Greenland signed 'G.Back' (lower left) watercolour 15.3 x 18.1cm (6 x 7 1/8in). unframed

£8,000 - 12,000 €9,000 - 13,000 \$11,000 - 16,000

#### Provenance

By descent through the artist's family.

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

which was published to enthusiastic acclaim. Appointed Captain of the converted bomb vessel *Terror* for the expedition to map the last sections of the uncharted coast of north America in 1836-37, Back returned home defeated by the ice and was thereafter an invalid for several years during which he wrote the second of two books on his Arctic adventures, *Narrative of an Expedition in H.M.S. Terror*, published in 1838.

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

Since it is neither dated nor inscribed, this exciting and hitherto unknown watercolour has been the subject of intense research in order to identify both its location as well as the year in which it was executed. Many different sources have been trawled, not least Back's own accounts of the two Arctic expeditions which he himself commanded in the 1830s, and it can now be stated with a reasonable degree of certainty that the incident depicted here probably occurred only a short time into the second of those two voyages and, more precisely, in July 1836. Captain Back, under orders to map the remaining uncharted Arctic coast of Canada, sailed from England in June 1836 in the old converted bomb vessel Terror. Intending to winter in Repulse Bay, the outward passage was very stormy but between 25th and 28th July the Terror "had a pleasant run across Davis's Straits (sic) under a steady breeze from S.W.". This extract, taken from Back's Narrative of an Expedition in H.M.S. Terror (p. 25), then continues by stating that "in the evening (of 29th July) when the weather cleared (there had been fog earlier), we observed an enormous berg, the perpendicular face of which was not less than 300 feet high, and other smaller bergs... in other directions" (p. 26).

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

This work depicts an almost identical scene to the watercolour by Back offered by Bonhams in London on 13th September 2011, lot 83.





167

### 166

## ADMIRAL SIR GEORGE BACK (BRITISH, 1796-1878)

'First stopped by the Ice' signed 'Capt. Back' (lower right), dated 'July 9th 1826' (lower left) and titled (lower centre) watercolour and pencil 14 x 20.5cm (5 1/2 x 8 1/16in). unframed

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

#### Provenance

The artist's family and thence by descent.

This work is illustrated as an engraving in John Franklin's *Narrative of a second expedition to the shores of the polar sea, in the years 1825, 1826, and 1827*, (London, 1828), p.113.

## 167 \*

## **ADMIRAL SIR GEORGE BACK (BRITISH, 1796-1878)**

'Foggy Island' signed 'Capt . Back' (lower right), dated 'August 14 th 1826' (lower left) and titled (lower centre) watercolour and pencil 14 x 20.5cm (5 1/2 x 8 1/16in). unframed

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

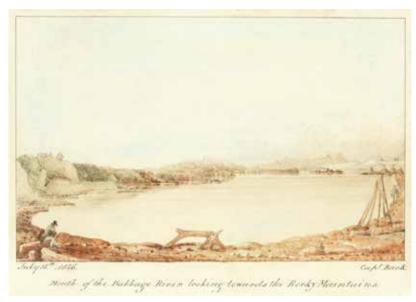
#### Provenance

The artist's family and thence by descent.

This work is illustrated as an engraving in John Franklin's *Narrative of a second expedition to the shores of the polar sea, in the years 1825, 1826, and 1827*, (London, 1828), p.155.

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.





169

#### 168 \*

## ADMIRAL SIR GEORGE BACK (BRITISH, 1796-1878)

'Point Catton and the distant view of Mount Conybeare' signed 'Capt. Back' (lower right), dated 'July 17th 1826' (lower left) and titled (lower centre) watercolour and pencil 14 x 20.5cm (5 1/2 x 8 1/16in). unframed

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

#### Provenance

The artist's family and thence by descent.

## 169 \*

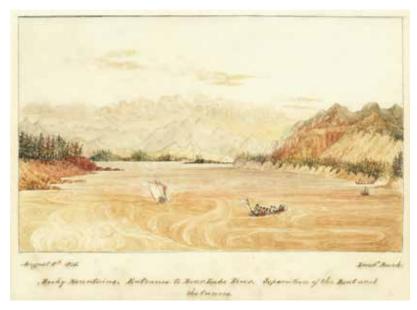
## **ADMIRAL SIR GEORGE BACK (BRITISH, 1796-1878)**

'Mouth of the Babbage River looking towards the Rocky Mountains' signed 'Capt. Back' (lower right), dated 'July 15th .1826.' (lower left) and titled (lower centre) watercolour and pencil 14 x 20.6cm (5 1/2 x 8 1/8in). unframed

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

#### Provenance

The artist's family and thence by descent.





171

170 \*

#### **ADMIRAL SIR GEORGE BACK (BRITISH, 1796-1878)**

'Rocky Mountains. Entrance to Bear Lake River. Separation of the Boat and the Canoes.'

signed 'Lieut. Back' (lower right), dated 'August 8th 1825' (lower left) and titled (lower centre)

watercolour and pencil

14 x 20.5cm (5 1/2 x 8 1/16in). unframed

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

#### Provenance

The artist's family and thence by descent.

171

#### **ADMIRAL SIR GEORGE BACK (BRITISH, 1796-1878)**

'Winter houses of Esquimaux.' signed 'Capt. Back' (lower right), dated 'July 12th 1826' (lower left) and titled (lower centre) watercolour and pencil 14.3 x 20.6cm (5 5/8 x 8 1/8in).

£4,000 - 6,000 €4,500 - 6,700 \$5,500 - 8,200

#### Provenance

The artist's family and thence by descent.

This work is illustrated as an engraving in John Franklin's *Narrative of a second expedition to the shores of the polar sea, in the years 1825, 1826, and 1827*, (London, 1828), p.121.

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.





173

## 172

#### **ADMIRAL SIR GEORGE BACK (BRITISH, 1796-1878)**

'Icy Reef and Point Conybeare in the distance to the East' signed 'Capt. Back' (lower right), dated 'August 2nd 1826' (lower left) and titled (lower centre) watercolour and pencil  $15.5 \times 22.6cm$  (6  $1/8 \times 8 \ 7/8in$ ).

£2,000 - 3,000 €2,200 - 3,400 \$2,700 - 4,100

#### Provenance

The artist's family and thence by descent.

#### 173

#### **ADMIRAL SIR GEORGE BACK (BRITISH, 1796-1878)**

'Boats in a Swell amongst heavy Ice' signed 'Capt. Back' (lower right), dated 'Aug 24th 1826' (lower left) and titled (lower centre) watercolour and pencil 15 x 22.2cm (5 7/8 x 8 3/4in).

£5,000 - 7,000 €5,600 - 7,900 \$6,800 - 9,600

#### Provenance

The artist's family and thence by descent.

This work is illustrated as an engraving in John Franklin's *Narrative of a second expedition to the shores of the polar sea, in the years 1825, 1826, and 1827*, (London, 1828), p.170.





175

## 174

#### FRANKLIN EXPEDITION

MAY (WALTER A.) A Series of Fourteen Sketches Made During the Voyage Up Wellington Channel in Search of Sir John Franklin, K.C.H., and the Missing Crews of H.M. Discovery-Ships Erebus and Terror, FIRST EDITION, letterpress title, list of subscribers and 4pp. of text, 14 tinted lithographed views on 12 sheets, plate 14 ("Franklin Relics") with 2 small stains and slight loss to one corner, contents loose in publisher's cloth-backed printed wrappers (soiled, edges frayed, lacks spine) [Abbey Travel 646; Sabin 47083], folio (380 x 285mm.), Day and Son, 1 May 1855

£2,000 - 3,000 €2,200 - 3,400 \$2,700 - 4,100

William May was a Lieutenant aboard the *Assistance*, under the command of Edward Belcher, during the expedition to search for John Franklin. The *Assistance* wintered at Northumberland Sound, and May was one of the party who made several sledge forays in the Spring.

## **ANTARCTIC**

175 \*

### DR EDWARD ADRIAN WILSON (BRITISH, 1872-1912)

A red kite on a perch signed 'Ted Wilson' and dated '1895' (lower centre) watercolour 25 x 10cm (9 13/16 x 3 15/16in).

£2,000 - 3,000 €2,200 - 3,400 \$2,700 - 4,100

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.





### **DISCOVERY EXPEDITION 1901-04 - CHARLES ROYDS**

A silver sporting medal awarded to First Lieutenant Charles W.R. Royds, the obverse with expedition emblem of a penguin on an ice-floe, an iceberg behind surrounded by the raised legend "DISCOVERY" NATIONAL ANTARCTIC EXPEDITION 1901", the reverse with raised legend "ANTARCTIC/ SPORTS/ WON BY" engraved beneath "LT. C.W.R. ROYDS, R.N.", diameter 28mm.

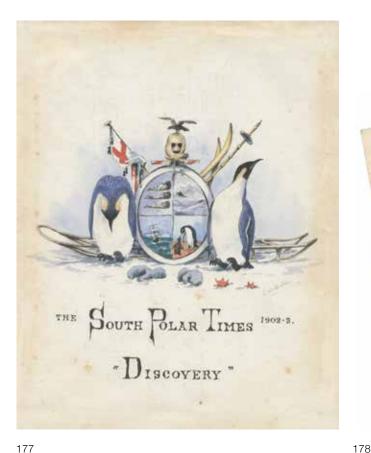
£8,000 - 12,000 €9,000 - 13,000 \$11,000 - 16,000

RARE ANTARCTIC SPORTS MEDAL AWARDED TO LIEUTENANT CHARLES W.R. ROYDS, who was already a distinguished and well-travelled officer in the Royal Navy before he was picked in 1901 along with Robert Falcon Scott to serve as First Lieutenant aboard the *Discovery* as the expedition meteorologist. He was also "in charge of physical training. Royds took part in the sledging programme, leading a sledging journey of exploration across the Ross Ice Shelf. Cape Royds on Ross Island was named for him" (Scott Polar Research Institute, website).

The Antarctic Sporting Medals were given to serving officers on the *Discovery* Expedition as prizes for their sporting achievements, ranging from sledge-pulling to rifle shooting and skiing. The medals, struck in advance of the expedition, were devised as a way to keep morale high, with sporting events arranged to alleviate boredom during the long winters. For example in honour of King Edward VII's birthday on 8 November 1902, a general holiday was declared, the ship decorated with Union flags, and a sports day competition organised with events including a 'flat skis race' (won by Petty Officer Edgar Evans), a rifle shooting match and a toboggan race. It is unknown for what event, on what occasion, Royds was presented his medal. Subsequent to his Antarctic exploits he had a distinguished naval career, being appointed a Companion of St Michael and St George for his war service, prior to his retirement in 1926 on promotion to Rear-Admiral.

#### Provenance

Vice Admiral Sir Charles William Rawson Royds (1876-1931); Christie's, London, 10 April 1997, lot 130.





177

## DR EDWARD ADRIAN WILSON (BRITISH, 1872-1912)

'The South Polar Times, 1902-3 "Discovery"' signed in pencil 'E.A.Wilson' (lower right) watercolour and pencil 24.2 x 19.1cm (9 1/2 x 7 1/2in). paper watermarked "Royal Nonpareil Wove"

£4,000 - 6,000 €4,500 - 6,700 \$5,500 - 8,200

#### Provenance

Christie's, London, 10 April 1997, lot 96.

The South Polar Times was produced on the ice in Antarctica by members of Scott's British National Antarctic Expedition 1901-04, whilst the Discovery was icebound during the winters of 1902 and 1903. Edited by Ernest Shackleton and Louis Bernacchi, it was Edward Wilson, the expedition's zoologist and junior surgeon, who contributed the majority of the illustrations. This watercolour design of a polar coat of arms is a variant of the image used as frontispiece to the second volume of the South Polar Times when the original typescript version produced during the expedition was published in London, between 1907 and 1914. SPRI hold another version of Wilson's watercolour (accession no. Y: 2018/7/4).

178

#### **DISCOVERY EXPEDITION 1901-1904 - THOMAS VERE HODGSON**

Autograph letter signed ("T.V. Hodgson"), the marine biologist on the Discovery, to Miss Symms, the first part written on the voyage back to New Zealand after the release of the ship from the ice a few weeks earlier, jokingly asking "...Does your Mother know we are out? We managed it this time...", but pragmatically admitting that "...the years delay has taught us a lot more about the vagaries of ice...", speaking of provisions ("...We have been living entirely on Seals, Penguins & Skuas for nearly two years & find all of them very good, just now, being at sea we are back again on Fanny Adams but we much prefer our former diet..."), the landscape ("...Antarctic regions are nothing like so black as they are painted, nor yet as white... large areas are swept & kept completely bare. Most snow falls in the summer & then locomotion is at its worst..."), extremes of temperature ("...-70 is not unpleasant... infinitely superior to -10 in a breeze..."), his work ("... I have managed to secure a pretty fair collection of submarine beasts... obtained by knocking holes through the ice every day... huge shelters round the holes... protect us from the wind..."), the second instalment written from New Zealand with the ship awaiting a refit ("...We had rather a boisterous voyage up & put into the Auckland islands to clean up for civilisation..."), 3pp., on 'Discovery Antarctic Expedition 1901' headed notepaper, 8vo (203 x 125mm.), [no place], March 1904; with a picture postcard published by the New Zealand Canterbury Times depicting 'The spot where the Discovery was frozen in for two years, taken a few minutes after the release of the ship', sent to Miss Symms and inscribed ("Many thanks for your letter - will write later. Aroha na to tino hoa. T.V.H"), 85 x 138mm.), postmarked Portsmouth, [month indistinct but likely September], [19]04 (2)

£800 - 1,200 €900 - 1,300 \$1,100 - 1,600



179

'DOES YOUR MOTHER KNOW WE ARE OUT? WE MANAGED IT THIS TIME': THE MARINE BIOLOGIST ABOARD *DISCOVERY* SPEAKS OF HIS EXPERIENCES AFTER BEING RELEASED FROM THE ICE

Thomas Vere 'Muggins' Hodgson (1864-1926), his relief evident, writes to a friend in March 1904 shortly after the Discovery was finally released on 16 February after two years trapped in the ice of McMurdo Sound. Hodgson took the post of marine biologist aboard the Discovery after Scott's first choice. William Speirs Bruce. decided to join the Scottish National Antarctic Expedition. He had already had Antarctic experience, having been a member of Carsten Brochgrevink's Southern Cross Expedition of 1898-1901 and, at 37, was the oldest member of the crew, with Sir Clements Markham describing him as having a '...polished bald head, sometimes needing a skull cap, but otherwise apparently strong and healthy...' (Sue Blackhall, Scott of the Antarctic: the Legend 100 Years On, 2012). He developed the sampling methods described here and achieved pioneering work aboard the Discovery, being the first to describe the abundant and diverse communities on the Antarctic's deep sea floor in his 1907 report On Collecting in Antarctic Seas, thus laying the foundations for the scientific achievements of the Terra Nova and subsequent expeditions. Cape Hodgson in the Ross Archipelago is named in his honour.

It would appear that Miss Symms, the recipient of his letter and postcard, after her examination success at Cambridge, took a position at St. Elphin's School, Warrington, a boarding school for daughters of the clergy (closed in 2005), and Hodgson's postcard was redirected to the school's new home in Darley Dale near Matlock where it moved to in 1904. A letter, envelope and press cuttings included in the lot indicate that the letter and postcard were purchased by the present owner's father from M. M. Leakey of Oxford in 1946.

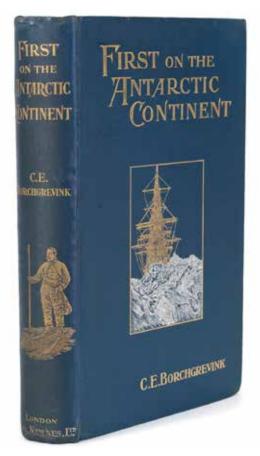
#### 179

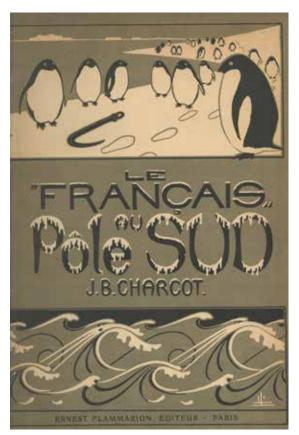
## **DISCOVERY EXPEDITION 1901-1904**

Group portrait of Captain Robert Falcon Scott, Shackleton and ten officers of the British National Antarctic Expedition 1901-04, in uniform aboard the *Discovery* by J. Thomson, SIGNED ON THE MOUNT BY SCOTT, SHACKLETON AND 9 OTHERS, *gelatin silver print, on original mount (printed "J. Thomson... 70a Grosvenor St. W."), the image 230 x 288mm., mount 365 x 445mm., framed and glazed,* [1901]

£4,000 - 6,000 €4,500 - 6,700 \$5,500 - 8,200

A fine group portrait of Robert Falcon Scott and his officers aboard the *Discovery*, prior to embarking on the British National Antarctic Expedition 1901-04. It is signed by Scott, Shackleton, Charles Royds, Edward Wilson, George Murray, Albert Armitage, Reginald Skelton, Reginal Koettlitz, Michael Barne, and Thomas Vere Hodgson, and Cyril Longhurst (secretary to the Expedition).





#### 180

# **BORCHGREVINK (CARSTEN)**

First on the Antarctic Continent: being an Account of the British Antarctic Expedition 1898-1900, FIRST EDITION, portrait frontispiece, 16 plates and numerous illustrations after photographs, 3 folding maps, 32-page publisher's catalogue, publisher's decorative cloth gilt, spine ends lightly bumped [Rosove 45.A1a; Spence 152; Taurus 24], 8vo, G. Newnes, 1901

£800 - 1,200 €900 - 1,300 \$1,100 - 1,600

Borchgrevink's party spent almost a year within the Antarctic Circle, using dogs for the first time on the Antarctic continent, achieving a furthest south record, and carrying out the first sledge journey on the Ross Ice Shelf (*Taurus Collection*).

#### 180A •

## **BORCHGREVINK (CARSTEN)**

Report on the Collections of Natural History made in the Antarctic Regions during the Voyage of the 'Southern Cross', FIRST EDITION, 53 plates (of which 9 chromolithographed), very slight scraping to p.101 affecting a few letters, publisher's green cloth, contents shaken, lower inner hinge splitting, 15mm split to upper joint [Rosove 46.A1; Spence 968], 8vo, by Order of the Trustees, 1902

£800-1,200 €900 - 1,300 \$1,100 - 1,600

Contents include Edward A. Wilson on Antarctic seals, and extensive extracts from the diary of the zoologist Nicolai Hanson, tragically killed in 1899, "a great loss to the expedition, as it was to science generally, for, either from want of knowledge or want of care on the part of the survivors, his collections suffered considerably" (E.R. Lankester, preface)

#### Provenance

Presented by the Trustees of the British Museum, bookplate; later library inkstamp to front free endpaper and pencilled shelfmark on title.

# 181 **'**

#### **CHARCOT (JEAN-BAPTISTE)**

Journal de l'Expédition Antarctique Française: Le 'Français' au Pôle Sud, AUTHOR'S PRESENTATION COPY, inscribed on half-title to "Monsieur Bunau-Varilla, affectueux et reconnaissant souvenir de J.B. Charcot, 1907", 29 plates (mostly photographic) and maps, one folding map tipped in (toned), publisher's wrappers bound in, spine very faded, extremities rubbed [Conrad, p.134; Renard 300; Rosove 60.A1.c; Spence 253; Taurus 54], [1906]; Le Pourquoi-Pas? dans l'Antarctique: Journal de la Deuxième Expédition au Pôle Sud, illustrations after photographs, double-page plate printed in blue, 3 folding maps, maps and first and last leaves toned, upper cover gilt lettered "Prix d'honneur offert par Mr. Paul Bersez, Senateur du Nord | Mr. Juste Philippe", extremities rubbed, [1910], uniform contemporary quarter morocco, 8vo, Paris, E. Flammarion (2)

£1,000 - 2,000 €1,100 - 2,200 \$1,400 - 2,700

The report of Charcot's French Antarctic Expedition, inscribed to press magnate Maurice Bunau-Varilla whose wife Sonia was a supporter of the expedition, and after whom Sonia Point in Antarctica is named.

# Provenance

First work, Maurice Bunau-Varilla, presentation inscription; John H. Roscoe, bookplate.



#### NIMROD EXPEDITION 1907-1909 - VICTOR BERRY

Archive relating to Victor Berry, Able Seaman on Shackleton's Nimrod Expedition, comprising: photograph album of the B.A.S. Expedition, 34 silver gelatin prints, one large (of Berry and 5 others on the deck of Nimrod, 150 x 205mm., loose), others (mostly 110 x 85mm.) mounted between 2 and 4 per page (recto only), most with typed caption pasted beneath image, 8 pages of pasted-in newspaper cuttings relating to the expedition at end, stitched in original wrappers, ownership name "Captain Victor Berry" on upper cover, oblong 4to. [1907-1909]; Photo postcard ("Esquimaux dogs on the Nimrod"), addressed to Berry 95 x 140mm., date stamped "Plaistow, 13 Oct, [19]09"; "British Antarctic Expedition, 1907. Farewell Dinner to Captain, Officers, & Crew of S.Y. "Nimrod", Torquay, August 6th 1907", printed menu, SIGNED BY SHACKLETON, AND 12 OTHER MEMBERS OF THE EXPEDITION in black and purple ink or pencil on verso of menu, heavy spotting, some scuffing resulting in loss of a few letters of a few signatures, 165 x 118mm., 6 August 1907; "Nimrod" lettered sailor's hat band, 20 x 205mm. (loose with similar for H.M.S. Glory, H.M.S. Cornwall, and H.M.S. Magnificent); Large cloth kit bag, stencil lettered "V. Berry" on one side; "The Antarctic Club. Founded 17th January 1929. Certificate of Membership" for Capt. V. Berry, No. 23, 285 x 380mm. signed by Reginald Skelton (President) and John Mather (Hon. Secretary), 28 June 1929; Ticket to The Antarctic Club Midwinter's Day Dinner, 4 July 1930; Ticket to The Antarctic Club Third Annual Dinner, 17 January 1931, each with Berry's name and Nimrod in ink, 105 x 125mm.; Large gelatin silver print photograph, by Swaine, of The Antarctic Club Dinner, on original mount, image 155 x 405mm., [?1930 or 1931]; Berry's set of four World War I Campaign Medals (including the the Mercantile Marine War Medal), mounted together in wooden decorative display case; together with other ephemera including copies of Berry's birth and death certificates, a "sculpture" of a seal seated on a stone, a pipe in a case, etc., all contained in large

wicker lined travel case, lettered on upper cover "V. Berry, 5 Mayow Road, Forest Hill, London, S.E." (quantity)

£2,000 - 4,000 €2,200 - 4,500

\$2,700 - 5,500

A small archive belonging to Victor Berry, able seaman aboard the *Nimrod* during Ernest Shackleton's British Antarctic Expedition 1907-09, including a menu signed by the crew on the eve of departure (6 August, 1907, from Torquay), and an album of evocative photographs. Images include the ship, crew aboard prior to sailing; "Lieut. Shackleton and Captain England"; Marston watching Dr. Marshall cutting Joyce's hair; Wild, Marston and Brocklehurst "enjoying a yarn", portraits of Hancock the chief steward, Seaman Paton, "The bearded lady", Seaman Ellis, "Seamen Bull, and Berry" on ice gripped deck, Nimrod leaving Lyttleton for the South, 1 January 1908; "3rd engineer taking a breather", "After the Blizzard" (and 3 others of *Nimrod* after four day blizzard off Cape Royds); "Prof. David snapping an Emperor Penguin"; "Penguin Rookery at the foot of Mount Erebus", and others.

#### Provenance

Victor Berry (1884-1935). Subsequent to taking part in the British Antarctic Expedition (of which, as shown by his membership of The Antarctic Club, he was justly proud), Berry served in the Gallipoli campaign during the First World War. The album includes a newspaper cutting noting that "Captain Berry was in command of one of the specially constructed motor crafts for the landing of troops at Suvla Bay... He was later transferred to Assistant Beach Master at Little Anzac"; by descent to the present owner.

\$5.99 restricts the descent of the mountain. This was just that we have no termed, and olimned higher TINTAL TO BRITISH ANTARCTIC EXPEDITION 1907, he set a good plong burnings round the tay. To more round to cash other and I was in the leadwith Describe at a safe distance behind. on that whom I reliase I after did,we to my waters in a special he was this to mill me out again, and me we want one merenffing the membria. Yearen get quite used to those terrible experiences and tried to your them off as ajoke. Then to had teached a great hight we found it rather good gol's and conglisterated surselves am golding so well older of the book benefolydrevisess. To begin to despend, and had a good syrface fat shout one hour, when we again got inte speciassed regions. At filet they were its nevered gard, but later so some to hope spen succe, where yarning depths unde us absider, it was impossible to space thou, and we great down into them, werests very much impressed by the hospitchil exphire blue of the loc at the tap, gradually getting deriver and darker until at the better mething could be seen but an aurall blackness. These erroxs blacker all further progress both higher and lever damn the alayer. We did not wish to turn back as we had done about one third of sur Jaumer, and oven had we decided to do us we resized that we not no mayo feel to meak our fact, but hever-the-less we had to find army. We storted to assend again, and each now to a tridge of toe arress a lungo province of about 20 feet, AS Recdillen was game to orees ever, we lashed up tighter, and

was brought to a stansmillight the los-foot, and proparations worn being made to investigate, when it was secient to steem more to the contrare of the bay, and one that the landing there The wheles sported arends us to utter contempt for sur-vasinted emperiarity: Emperer Penguine over un with a mild next of ourisatty, and appeared to be discus wing us as they hebmanhed tegether on the ice, and the scale with a grunt, relief their for selven aff the ion-fact into the sea; Desutiful Snawy Pote -is beyond bround us. 'True a great spectacle, and wanterful! Fannury 24th 70.105 100.53%, 133 miles. Bar 20.05 wine 5(W R. Thilet looking for a suitable landing place, we noticed that the pask was maving slawly in to the Harrier, and threatened to lest up in the bay, es we hended westward skein, and took many sbeerestions which, seconding to the chart, put us rell as the tep of the Estrict, proving to us that at local rifteen siles # of ice must have broken away to the southward since the lest expedition in 1904. It was at this point that we got forther south than any other a ship. The Pack, as far as the eye could see, the getting tee slass to be placeent, so we under a rush for it, and only just supposed in clearing it bys here fifty yards.

183

183

#### NIMROD EXPEDITION 1907-1909 - AENEAS MACKINTOSH

"Copy of Diary of Journey from Cape Bird to Cape Royds", a carbon copy covering 3-15 January 1909, ending "Copied from Mackintosh's Private Diary, which was written partly on the march, and partly in the Hut, on his arrival. H.L.J. Dunlop, Engineer", some sheets with the engraved heading of the 'British Antarctic Expedition 1907', 21 pages, creasing, dust-staining and spotting, in file with metal file-fastenings and card covers, ownership inscription "H.J.L. Dunlop" in pencil on upper cover, 4to, 1909

£1,000 - 2,000 €1,100 - 2,200 \$1,400 - 2,700

Mackintosh's account of his and sailor McGillan's crossing of the ice, from *Nimrod* to the base at Cape Royds, during the British Antarctic Expedition 1907-1909.

Several copies of Mackintosh's diary survive, including a family typescript published as *Shackleton's Lieutenant* (ed. Stanley Newman, 1990, a copy included in the lot), and another at SPRI (MS 1480). However, the present example varies in several places from the published narrative, both in minor textual differences but also in some sentences: when discussing McGillan's snow-blindness, here Mackintosh notes that "he is now wearing the goggles that he would not wear when we were sledging." At another point, he reports that "We then decided that if either of us met with an accident, the injured one should put an end of himself, while the other should push on in the hope of reaching Cape Royds."

## Provenance

Henry J.L. Dunlop (1876-1931), Chief Engineer on the Nimrod; thence by descent; UK private collection.

184

#### **NIMROD EXPEDITION 1907-1909 - HENRY DUNLOP**

Extracts from the diary of Henry Dunlop, Chief Engineer of the *Nimrod*, typescript running from 1 January to 22 February 1908, opening when preparing for their departure and ending: "The night was a perfect one, behind us lay the grand Discovery, bathed in gold drawn from the setting sun. The Western Mountains watched over our departure in silence, just as they will watch our return, -- Aye, under what conditions?" and describing Macintosh's accident on 31 January when he lost his right eye ("Poor old Mack! How sick he must feel..."), with a few typographical corrections in pencil, 51 pages, creasing, dust-staining and spotting, in file with metal file-fastenings and card covers, ownership inscription "H.J.L. Dunlop" in pencil on upper cover, 4to, 1909

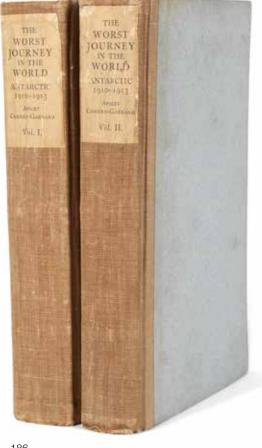
£1,000 - 2,000 €1,100 - 2,200 \$1,400 - 2,700

'OLD NIMMY IS GOING ALONG NICELY NOW': the diary of Nimrod's engineer during the British Antarctic Expedition 1907-1909, charting the fates of the ponies on board, Mackintosh losing his eye, trials of the first motor car in Antarctica, and life on board. Dunlop's account appears to be unpublished.

#### Provenance

Henry J.L. Dunlop (1876-1931), Chief Engineer on the Nimrod; thence by descent; UK private collection.





185

# SHACKLETON (ERNEST HENRY)

Poster depicting Shackleton, head and shoulders facing forward with full beard, wearing thick polar jumper, and smaller inset portrait of him with combed hair, wearing and neck tie, captioned "The October Pearson's. Lt. Shackleton After His Journey Towards the South Pole. See His Own Story Page 346", chromolithographed poster, old folds, a 60 x 55mm. piece torn away from lower margin (just touching one letter), several other small marginal tears/minor losses, 740 x 485mm., Hill Siffken Co., 1909

£2.000 - 3.000 €2,200 - 3,400 \$2,700 - 4,100

RARE POSTER advertising the publication in Pearson's Magazine of Shackleton's account of the British Antarctic Expedition, and his journey "farthest South". The poster depicts Shackleton both as polar hero, and urbane gentleman "on his return to England". Shackleton's first, abridged account of the British Antarctic Expedition ran in three parts in Pearson's Magazine, nos.165-167, September-November 1909, publicising the expedition ahead of the publication of Shackleton's The Heart of the Antarctic in late 1909.

186

# **CHERRY-GARRARD (APSLEY)**

The Worst Journey in the World. Antarctic 1910-1913, 2 vol., FIRST EDITION, half-titles, 48 plates (6 colour, 10 folding panoramas), 5 maps (4 folding), untrimmed in publisher's cloth-backed blue-grey boards, slightly toned, paper spine labels (browned and slightly chipped at one corner), [Spence 277; Taurus 84], 8vo, Constable & Co., 1922

£1,500 - 2,500 €1,700 - 2,800 \$2,100 - 3,400

First edition of Cherry-Garrard's classic account of the Winter Journey as part of the Terra Nova expedition.





# 187

# **PONTING (HERBERT GEORGE)**

"The Southern Party", gelatin silver print, Ponting's blindstamp lower right, Fine Art Society printed label (with ink caption and number "101") on verso, contemporary wooden frame, glazed, image to view 320 x 435mm., [1911]

£2,000 - 3,000 €2,200 - 3,400 \$2,700 - 4,100

The Southern Party as photographed by Ponting before they left for the Great Ice Barrier in January 1911, to lay deposits of provisions for the Polar Party the next year. Fine Art Society Exhibition catalogue, no. 101.

# Provenance

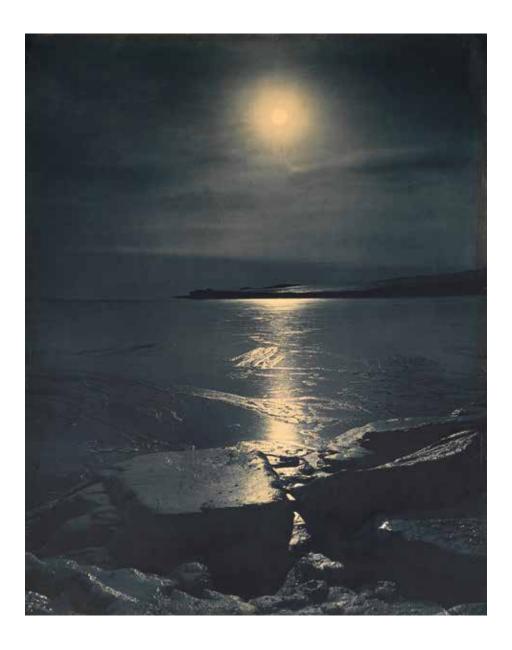
Fine Art Society, original label on verso of frame.

# 188

# **PONTING (HERBERT GEORGE)**

Portrait of Lieutenant Henry Robertson Bowers, *gelatin silver print*, *without photographer's blindstamp*, *laid on linen*, *framed and glazed*, *image 360 x 230mm.*, [1910, printed later]; sold together with a postcard of the same photo (2)

£600 - 800 €670 - 900 \$820 - 1,100



# **PONTING (HERBERT GEORGE)**

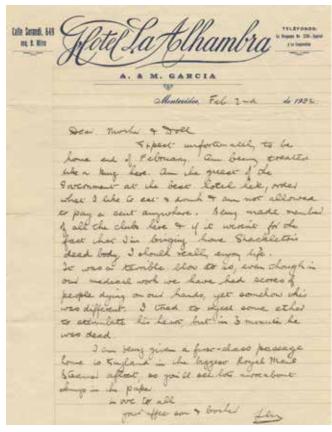
"The Freezing of the Sea", large blue-toned carbon print, with Ponting's blindstamp lower right, professionally restored, mostly at margins, with original Fine Art Society label (with caption in ink) pasted on verso of mount and F.A.S. Exhibition label on verso of original wooden backboard, mounted, framed and glazed, image 769 x 595mm., [April 1911]

£4,000 - 6,000 €4,500 - 6,700 \$5,500 - 8,200

"The Freezing of the Sea", depicts a view from Cape Evans towards Cape Barne on Ross Island, taken by Ponting in April 1911. It was No. 39 in Fine Art Society Exhibition catalogue, the catalogue entry reading "The Polar winter is rapidly falling, and a thin film of new ice covers the sea... ice locks fill the foreground". The F.A.S. made available the Ponting photographs in four sizes, the current example being the largest format, originally available at £2.2s.0d. (the smallest at 15 inches was sold at 10s.6d.).

#### Provenance

Fine Art Society, "The British Antarctic Exhibition 1910-1913. Exhibition of the Photographic Pictures of Mr. Herbert G. Ponting, F.R.G.S.", No. 39, original labels retained; by repute, from the boardroom of Colman's Mustard, with provenance note. Colman's supplied "new ready mixed mustard", flour and semolina to the *Terra Nova* expedition, and Scott visited their Carrow Works Factory in Norwich to direct the packing of the goods (blog post by Melanie McGhee on Norwich Heritage Economic and Regeneration Trust web site).



# 190

# SHACKLETON-ROWETT 'QUEST' EXPEDITION

Autograph letter from Leonard Hussey signed ("your affec son & brother Len"), to his mother and sister ("Dear Mother & Doll") written on his return journey to England with Shackleton's body, describing the death of Shackleton ("...It was a terrible blow to us, even though in our medical work we have had scores of people dying on our hands, yet somehow this was different. I tried to inject some ether to stimulate his heart, but in 3 minutes he was dead..."), writing that he is being "treated like a king" and "...if it weren't for the fact that I am bringing home Shackleton's dead body I should really enjoy life...", noting that he should be home by the end of February and they will read lots more about it in the paper, 1 page, on Hotel La Alhambra headed lined notepaper, folded for posting, 4to (280 x 218mm.), Hotel La Alhambra, Montevideo, 2 February 1922

£3,000 - 4,000 €3,400 - 4,500 \$4,100 - 5,500

'IT WAS A TERRIBLE BLOW TO US... IN 3 MINUTES HE WAS DEAD': LEN HUSSEY'S FIRST-HAND ACCOUNT OF THE DEATH OF SHACKLETON, THUS MARKING THE END OF THE 'HEROIC ERA' OF EXPLORATION

Len Hussey served as meteorologist and assistant surgeon on the Quest and, in this hitherto unpublished letter, he describes the final desperate attempts to save the life of 'The Boss' after Shackleton suffered a fatal heart attack aboard the ship on 5 January 1922 whilst in King Edward Cove, South Georgia. Neither Hussey nor the ship's surgeon Alexander Macklin, who is usually credited with treating Shackleton alone, could do anything to save him. At the request of Frank Wild, who assumed command of the *Quest* in order to continue the expedition, Hussey accompanied the embalmed body to Montevideo from where he wrote this account, evidently expecting to be home by the end of February and looking forward to travelling first class aboard "the biggest Royal Mail Steamer afloat". He has clearly not yet received Emily Shackleton's instructions that her husband should be buried in the whaler's graveyard at Grytviken in South Georgia, rather than be brought back to England, which would require Hussey to retrace his steps and return to Grytviken where Shackleton was duly interred on 5 March.

Hussey hides his shock and dismay at the death of Shackleton with a characteristically jovial and irreverent tone. He is clearly enjoying a certain level of celebrity and the hospitality afforded him by the Uruguayan government, despite the fact that he is "bringing home Shackleton's dead body". On the *Endurance* expedition he gained a reputation for his cheery good humour, quick wit and musical prowess on the banjo, which Shackleton deemed 'vital mental medicine' for maintaining the morale of his fellow crewmen during their sojourn on Elephant Island (Roland Huntford, *Shackleton*, 1985, p.472).

#### Provenance

Hussey family; UK private collection.

191

#### **IMPERIAL TRANS-ANTARCTIC EXPEDITION 1914-1917**

Two typed letters signed ("E.H. Shackleton" and "E.Shackleton"), to William Blincoe, Stoker Petty Officer, Submarine C28, Dundee, the first thanking him for his application ("...your application will be filed for future consideration amongst the likely ones..."), the second written four months later, informing him regretfully that his application has not been successful as the Admiralty will not allow any further Service ratings to join the expedition, apologising as "...l should have been glad to have some more men from the Service...", 2 pages, on Imperial Trans-Antarctic Expedition headed paper, dust-staining and spotting, creasing, small tears and holes along folds with some loss, oblong 4to (172 x 205mm.), 4 New Burlington Street, London, W., 9 February and 18 June 1914; with a copy of Endurance, a brochure published to accompany the Gaumont British Pictures 1933 film Endurance: A Glorious Failure, including Hurley's pictures from the expedition, 315 x 235mm. (3)

£500 - 700 €560 - 790 \$680 - 960

'I SHOULD HAVE BEEN GLAD TO HAVE SOME MORE MEN FROM THE SERVICE'

Shackleton was inundated with over five thousand applications for just fifty places on his Imperial Trans-Antarctic Expedition of 1914-17, many from men and officers from both the Royal Navy and the merchant service, and he particularly wanted to man the Aurora with a naval crew who could be relied upon to carry out orders. In 1913 he wrote to Winston Churchill, the First Sea Lord, asking for permission to recruit from the Navy explaining that 'If I go on this expedition without the Senior Service being represented... it will be the first time in the history of Polar Exploration' (Roland Huntford, Shackleton, 1985, p.372). However, with Europe on the brink of the war, the Admiralty could not spare any men to take part in a non-essential expedition to the Antarctic and therefore Stoker Petty Officer Blincoe was denied his request. After government calls for a general mobilization of troops, supplies and volunteer soldiers in August 1914, Shackleton offered his ship, stores and services to the war effort just days before they were due to set sail. He 'received a reply from the Admiralty with the single word "Proceed"... That night, at midnight, war broke out' (www.coolantarctica.com).

# **Index of Artists**

Allom, Thomas Back, George, Sir (Admiral)	131	Mayer, Luigi	124
104 105 100 107 100 100		Moore, Joseph	54
164, 165, 166, 167, 168, 169,	170, 171, 172, 173	Namatjira, Albert	14
Barnard, M.	31	Nuyda, Justin	26
Bartlett, Charles William	77	Olivier, Herbert Arnould	74
Bonello, Gianni	144	Ong Kim Seng	27
Boyce, George Price	110	Pareroultja, Otto	15
Boyley, Errol Stephen	100	Perry, Samuel Augustus	17
Brazilian School	157	Petroff, Wladimir	127, 128, 129, 130
British School	5, 65, 66, 153	Pritchett, Robert Taylor	45
Burns, Cecil Leonard	70	Salt, After Henry	115
Cammillieri, Nicolas S.	137	School, European	33, 34
Cazabon, Michel Jean	152	Schranz, Giovanni Jean	138
Chinnery, George	69, 71	Sobrat, Anak Agung Gede	25
Chuah, Thean Teng	28, 29	Strahan, George	64
Claudot, André	37	Swain Ward, Francis	56
Colonial School	8, 24	Terry, Frederic Casemero	12, 13
Continental School	117, 125, 132, 156	Troya, Rafael	155
d'Esposito, Vincenzo	146	Various Artists	73, 75
Daniell, Thomas	63	Walton, Elijah	111
Drabble, Richard Robert	67	Ward, Herbert	103
Drysdale, Russell	19, 20	Webber, John	6, 7
English School	126, 134, 147	Wilson, Edward Adrian	175, 177
Fraser, James Baillie	57		
Friis, Achton	160, 161		
Gianni, Maria	145		
Gresley, James Stephen	72		
Gully, John	21		
Haghe, Louis	121		
Harris, Claudius Richard William	68		
In-Ting, Ran 38, 39	, 40, 41, 42, 43, 44		
loki Bun'ya (Bunsai)	32		
Kelly, Robert George Talbot	112		
Knox, William Dunn	16		
Krasnoff, Nicholas 139,	140, 141, 142, 143		
Krieghoff, Cornelius David	158		
Lamplough, Augustus Osborne	109, 113		
Lear, Edward	120		
Longstaff, Sir John	18		
Ludlow, William Andrew	76		

Lot No.

# Bonhams

**AUCTIONEERS SINCE 1793** 



# Call to Consign Contemporary Art

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# AMOAKO BOAFO (B. 1984)

Portrait of a young lady, 2018 oil on canvas 30.5 x 30.2 cm. (12 x 11 7/8 in.) Sold for £68,810 \*

#### **NOTICE TO BIDDERS**

This notice is addressed by Bonhams to any person who may be interested in a Lot, and to all persons participating in the auction process including auction attendees, Bidders and potential Bidders (including any eventual Buyer of the Lot). For ease of reference we refer to such persons as "Bidders" ryou". 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 way 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 Buvers or Bidders in this role and does not give advice to Buvers 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 you as 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, and 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. A photograph or illustration may not reflect an accurate reproduction of the colour(s) or true condition 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 items or parts are sold for their artistic, historic or cultural interest and 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.

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. Prices depend upon bidding and lots can sell for Hammer

Prices below and above the Estimates, so Estimates 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 Bonhams for a Condition Report on the Lot's general physical condition. If you do so, this will be provided by Bonhams on behalf of the Selfer free of charge. As this is offered additionally and without 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. The Condition Report represents Bonhams' reasonable opinion as to the Lot's general condition in the terms stated in the particular report, and Bonhams does not represent or guarantee that a Condition Report includes all aspects of the internal or external condition of the Lot. Neither does the Seller owe or agree to owe you as a Bidder or Buyer 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.

## 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 reserve the right at our sole discretion to refuse admission to our premises or to any Sale and to remove any person from our premises and Sales, 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 is put up for Sale. We have complete discretion in which 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 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 Buver 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

You must complete and deliver to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form* in order to bid at our *Sales*.

If you are a new client at Bonhams or have not recently updated your registration details with us, you must pre-register to bid at least two working days before the Sale at which you wish to bid. You will be required to provide government-issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your beneficial owners and directors, and proof of authority to transact. We may also request a financial reference and /or deposit from you before allowing you to bid.

We reserve the rights at our discretion to request further information in order to complete our client identification and to decline to register any person as a Bidder, and to decline to accept their bids if they have been so registered. We also reserve the rights to postpone completion of the Sale of any Lot at our discretion while we complete our registration and identification enquiries, and to cancel the Sale of any Lot if you are in breach of your warranties as Buyer, or if we consider that such Sale would be unlawful or otherwise cause liabilities for the Seller or Bonhams or be detrimental to Bonhams' reputation.

#### Bidding in person

So long as you have pre-registered to bid or have updated your existing registration recently, you should come to our Bidder registration desk at the Sale venue and fill out a Registration and Bidding 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, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and 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 offered at no additional charge 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, once you have pre-registered to bid or have updated your existing registration details recently. 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  $\ensuremath{\textit{Lot}}$ . 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.

Bonhams will not be liable for service delays, interruptions or other failures to make a bid caused by losses of internet connection, fault or failure with the website or bidding process, or malfunction of any software or system, computer or mobile device.

# Bidding through an agent

Bids will be treated as placed exclusively by and on behalf of the person named on the *Bidding Form* unless otherwise agreed by us in writing in advance of the *Sale*. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with full

details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

You are specifically referred to your due diligence requirements concerning your principal and their source of funds, and the warranties you give in the event you are the *Buyer*, which are contained in paragraph 3 of the *Buyer*'s *Agreement*, set out at Appendix 2 at the back of the *Catalogue*.

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) 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. 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. Bonhams undertakes Customer Due Diligence (CDD) into its Sellers and Buyers as required by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("the Regulations"). Bonhams' interpretation of the Regulations and Treasury Approved industry Guidance is that CDD under the Regulations is not required by Buyers into Sellers at Bonhams auctions or vice vers

# 6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE BUYER AND BONHAMS

On the Lot being knocked down to the Buver, 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 including the warranties as to your status and source of funds. 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. It is your responsibility to ensure you are aware of the up to date terms of the Buyer's Agreement for this Sale.

# 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 on each Lot purchased:

27.5% of the Hammer Price on the first  $\mathfrak{L}10,000$ ; plus 25% of the Hammer Price from  $\mathfrak{L}10,001$  and up to  $\mathfrak{L}450,000$ ; plus 20% of the Hammer Price from  $\mathfrak{L}450,001$  and up to  $\mathfrak{L}4,500,000$ ; plus 14.5% of the Hammer Price above  $\mathfrak{L}4,500,000$ 

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).

 Hammer Price
 Percentage amount

 From €0 to €50,000
 4%

 From €20,000.01 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 Buver's Premium
- Ω VAT on imported items at the prevailing rate on Hammer Price and Buver'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
- 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 *Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *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 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 Lofs 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 Lofs 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 Lofs 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 issued in the name of the *Buyer* (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  $\Sigma$ 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 issued in the name of the *Buyer* (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. We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any Lot at our discretion while we complete our investigations, and to cancel the

Sale of any Lot if you are in breach of your warranties as Buyer, if we consider that such Sale would be unlawful or otherwise cause liabilities for the Seller or Bonhams, or would be detrimental to Bonhams' reputation.

#### 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 licensing arrangements can be found on the ACE website http://www.artscouncil.org.ulc/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 Licensing

Floor 1, Zone 17, Temple Quay House 2 The Square, Temple Quay BRISTOL BS1 6EB Tel: +44 (0) 117 372 8774

The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any Sale, nor allow any delay in making full payment for the Lot.

## 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.

#### 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 the 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 oun 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

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

On behalf of the Seller of these articles, Bonhams undertakes to comply fully with Cites and DEFRA regulations, Buvers 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 gernstones. 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

#### **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

## 22. PORCELAIN AND GLASS

#### **Damage and Restoration**

For your guidance, in our Catalogues we attempt to detail, as far as practicable, all significant defects, cracks and restoration. Such practicable Descriptions of damage cannot be definitive, and in providing Condition Reports, we cannot Guarantee that there are no other defects present which have not been mentioned. Bidders should satisfy themselves by inspection, as to the condition of each Lot.

Please see the Contract for Sale printed in this Catalogue. Because of the difficulty in determining whether an item of glass has been repolished in our Catalogues reference is only made to visible chips. and cracks. No mention is made of repolishing, severe or otherwise.

## 23. VEHICLES

#### The Veteran Car Club of Great Britain **Dating Plates and Certificates**

When mention is made of a Veteran Car Club Dating Plate or Dating Certificate in this Catalogue, it should be borne in mind that the Veteran Car Club of Great Britain using the services of Veteran Car Company Ltd, does from time to time, review cars already dated and, in some instances, where fresh evidence becomes available, the review can result in an alteration of date. Whilst the Club and Veteran Car Company Ltd make every effort to ensure accuracy, the date shown on the Dating Plate or Dating Certificate cannot be guaranteed as correct and intending purchasers should make their own enquiries as to the date of the car. 24. WINE

Lots which are lying under Bond and those liable to VAT may not be available for immediate collection.

#### Examining the wines

It is occasionally possible to provide a pre-Sale tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details. It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the Catalogue where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

#### Corks and Ullages

Ullage refers to the space between the base of the cork and the wine. Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as

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 Iving 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.

Buvers 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

#### - original carton SYMBOLS

#### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Subject to CITES regulations when exporting these items outside the EU, see clause 13,
- Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- 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.
- 0 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, $\Omega$ , $\alpha$ 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

#### **BUYERS SALE CONTRACT WITH SELLER**

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 on Bonhams' website, 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 anv.

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 and the relevant terms for Bidders and Buyers in the Notice to Bidders 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 WARRANTIES AND UNDERTAKINGS

- 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 Items consigned for sale by the Seller are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering, terrorist financing or breach of any applicable international trade sanctions;
- 2.1.6 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 or on the Bonhams website, 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.

# 3 DESCRIPTIONS OF THE LOT

1.1 Paragraph 2.1.5 sets out what is the Contractual Description of the Lot. In particular, the Lot is not sold as corresponding with any part of the Entry in the Catalogue which is not printed in bold letters, the remainder of which Entry 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 Bonhams. No such Description or Estimate is incorporated into this Contract for Sale.

#### 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.
- 1.2 The Selfer 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.

#### RISK, PROPERTY AND TITLE

- Risk in the Lot passes to you after 7 days from the day upon which it is knocked down to you on the fall of the Auctioneer's hammer in respect of the Lot, or upon collection of the Lot if earlier. 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 beyond 7 days from the day of 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: (i) 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, and (ii) Bonhams has completed its investigations pursuant to clause 3.11 of the Buyer's Agreement with Bonhams set out in Appendix 2 in the catalogue.

#### 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*.
- .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 in full 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

- .1 Unless otherwise agreed in writing with you by Bonhams, the Lot will be released to you or to your order only when: (i) 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 and (ii) Bonhams has completed its investigations pursuant to clause 3.11 of the Buyer's Agreement with Bonhams set out in Appendix 2 in the catalogue.
- 7.2 The Seller is entitled to withhold possession from you of any other Lof he has sold to you at the same or at any other Sale and whether currently in Bonham's 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 should note that Bonhams has reserved the right not to release the Lot to you until its investigations under paragraph 3.11 of the Buyers' Agreement set out in Appendix 2 have been completed to Bonhams' satisfaction.
- 7.4 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.
- 7.5 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.
- 7.6 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

- B.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale, the Selfer will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):
- 8.1.1 to terminate immediately the Contract for Sale of the Lot for your breach of contract;

- 8.1.2 to resell the Lot by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the Lot;
- 8.1.4 to remove and store the *l ot* at your expense:
- 8.1.5 to take legal proceedings against you for any sum due under the Contract for Sale and/or damages for breach of contract;
- 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;
- 8.1.7 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless the Buyer buys the Lot as a Consumer from the Seller selling in the course of a Business) you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof:
- 8.1.8 to retain possession of any other property sold to you by the Seller at the Sale or any other auction or by private treaty until all sums due under the Contract for Sale shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on three months' written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such Sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams: and
- 8.1.10 so long as such goods remain in the possession of the Seller or Bonhams as its ballee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale 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 Seller or to Bonhams by you.
- 8.2 You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to Bonhams in order to obtain the release of the Lot) incurred by the Seller (whether or not court proceedings will have been issued) as a result of Bonhams 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 Seller becomes liable to pay the same until payment by you.
- 8.3 On any resale of the Lot under paragraph 8.1.2, the Seller will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the Lot, after the payment of all sums due to the Seller and to Bonhams, within 28 days of receipt of such monies by him or on his behalf.

#### THE SELLER'S LIABILITY

- 9.1 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.
- 3.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Sale of Goods Act 1979 or otherwise.
- Unless the Seller sells the Lot in the course of a Business and the Buyer buys it as a Consumer,
- 9.3.1 the Seller 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 Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale;
- 9.3.2 the Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's 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;
- 9.3.3 in any circumstances where the Seller is liable to you in respect of the Lot, 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 Seller's liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot 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.
- 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 Seller's negligence (or any person under the Seller's control or for whom the Seller is legally responsible), or (iii) acts or omissions for which the Seller 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 flaw.

#### 10 MISCELLANEOUS

- 10.1 You may not assign either the benefit or burden of the Contract for Sale.
- 10.2 The Seller's failure or delay in enforcing or exercising any power or right under the Contract for Sale 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 Seller's ability subsequently to enforce any right arising under the Contract for Sale.
- 10.3 If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale 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.
- 10.4 Any notice or other communication to be given under the Contract for Sale 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 Seller, addressed c/o Bonhams at its address or fax number in the Catalogue (marked for the attention of the Company Secretary), and if to you to the address or fax number of the Buyer given in the Bidding Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 10.5 If any term or any part of any term of the Contract for Sale 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.
- 10.6 References in the Contract for Sale to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents and to any subsidiary of Bonhams Holdings Limited and to its officers, employees and agents.
- 10.7 The headings used in the Contract for Sale are for convenience only and will not affect its interpretation.
- 10.8 In the Contract for Sale "including" means "including, without limitation"
- 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.
- 10.10 Reference to a numbered paragraph is to a paragraph of the Contract for Sale.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the Contract for Sale confers (or purports to confer) on any person who is not a party to the Contract for Sale any benefit conferred by, or the right to enforce any term of, the Contract for Sale.
- 10.12 Where the Contract for Sale confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller, it will also operate in favour and for the benefit of Bonhams, Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and denerally at law.

# 11 GOVERNING LAW

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

#### APPENDIX 2

## BUYER'S AGREEMENT WITH BONHAMS

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 and following completion of our enquiries pursuant to paragraph 3.11;
- 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.

#### PAYMENT AND BUYER WARRANTIES

- 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;
- a Buyer's Premium in accordance with the rates set out in the Notice to Bidders on each lot, and
   if the Lot is marked [AR], an Additional Premium which is
- 3.1.3 if the Lot is marked [AH], 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 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 Natice 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.
- 3.8 You warrant that neither you nor if you are a company, your directors, officers or your owner or their directors or shareholders are an individual or an entity that is, or is owned or controlled by individuals or entities that are:
- 3.8.1 the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Departure of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or
- 3.8.2 located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan and Syria.
- 3.9 You warrant that the funds being used for your purchase have no link with criminal activity including without limitation money laundering, tax evasion or terrorist financing, and that you not

- under investigation for neither have been charged nor convicted in connection with any criminal activity.
- 3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:
- 3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;
- 3.10.2 your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;
- 3.10.3 funds used for your or your Principal's purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;
- 3.10.4 items purchased by you and your Principal through Bonhams are not being purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and
- 3.10.5 that you consent to Bonhams relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.
- 3.11 We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you. In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the Seller, to our satisfaction at our discretion, we shall be entitled to retain Lots and/or proceeds of Sale, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.

#### 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, and once we have completed our investigations under paragraph 3.11, 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.
- 1.3 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 Biothers, you authorise us, acting in this instance 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.

#### 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 3, 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 Title (ownership) in the Lot passes to you (i) on payment of the Purchase Price to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.
- 6.2 Please note however, that under the Contract for Sale, the risk in the Lot passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the Lot if earlier, and 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 Lot is not removed in accordance with this agreement, we will (without further notice to you unless otherwise provided below), be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the Selfer):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;
- 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;
- 7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) vou 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 Lot or part thereof;
- 7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so:
- 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 Sale) until all sums due to us have been paid in full;
- 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;
- 7.1.10 on three months' written notice to sell, Without Reserve, 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 Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 7.1.12 having made reasonable efforts to inform you, to release your name and address to the Seller, so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other Expenses (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.
- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the Purchase Price of the Lot (or where you have purchased more than one Lot pro-rata towards the Purchase Price of each Lot) and secondly to the Buyer's Premium (or where you have purchased more than one Lot pro-rata to the Buyer's Premium on each Lot) and thirdly to any other sums due to us.
- 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 Sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.

#### 8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

1 Whenever it becomes apparent to us that the Lot is the subject of a claim by someone other than you and other than the Seller (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the Lot 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:

- 8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or
- 8.1.2 deliver the Lot to a person other than you; and/or8.1.3 commence interpleader proceedings or seek any other order of
- any court, mediator, arbitrator or government body; and/or 8.1.4 require an indemnity and/or security from you in return for
- pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the Lot, 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
- 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.

#### FORGERIES

- 9.1 We undertake a personal responsibility for any Forgery 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 Lot 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 Lot is or may be a Forgery, and in any event within one year after the Sale, that the Lot is a Forgery; and
- 9.2.3 within one month after such notification has been given, you return the Lot to us in the same condition as it was at the time of the Sale, accompanied by written evidence that the Lot is a Forgery and details of the Sale and Lot number sufficient to identify the Lot.
- 9.3 Paragraph 9 will not apply in respect of a Forgery if:
- 9.3.1 the Entry in relation to the Lot contained in the Catalogue 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 Lot is a Forgery only by means of a process not generally accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
- 9.4 You authorise us to carry out such processes and tests on the Lot as we in our absolute discretion consider necessary to satisfy ourselves that the Lot is or is not a Forgery.
- 9.5 If we are satisfied that a Lot is a Forgery we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, 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 Purchase Price, Buyer's Premium, VAT and Expenses paid by you in respect of the Lot.
- 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 Lot, all rights and benefits under this paragraph 9 will cease.
- 9.8 Paragraph 9 does not apply to a Lot made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a Stamp or Stamps or a Book or Books.

#### 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 Description of the Lot or any Entry or Estimate in respect of it, made by us or on our behalf or by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.
- 10.2 Our duty to you while the Lot 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 Lot or to other persons or things caused by:
- 10.2.1 handling the Lot if it was affected at the time of Sale 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 Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
- 10.3.1 We will not be liable to you for any loss of Business, Business profits, revenue or incorne or for loss of Business reputation or for disruption to Business or wasted time on the part of the Buyer's management or staff or, if you are buying the Lot in the course of a Business, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
- 10.3.2 Unless you buy the Lot as a Consumer, in any circumstances

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

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

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

#### 11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

the original invoice was made out by us to you in respect of the Lot and that invoice has been paid; and you notify us in writing as soon as reasonably practicable after you have become aware that the Lot is or may be a pop-

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

within 20 days of the date of the relevant Sale (or such longer period as we may agree in writing) you return the Lot to us in the same condition as it was at the time of the Sale, accompanied by written evidence that the Lot is a non-conforming Lot and details of the Sale and Lot number sufficient to identify the Lot.but not if: the Entry in the Catalogue in respect of the Lot indicates that the rights given by this paragraph do not apply to it; or the Entry in the Catalogue in respect of the Lot reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or it can be established that the Lot is a non-conforming Lot only by means of a process not generally accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or

the Lot comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or the Lot was listed in the Catalogue under "collections" or "collections and various" or the Lot was stated in the Catalogue to comprise or contain a collection, issue or Books which are undescribed or the missing text or illustrations are referred to or the relevant parts of the Book contain blanks, half titles or advertisements.

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

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

## 2 MISCELLANEOUS

- 12.1 You may not assign either the benefit or burden of this agreement.
- 12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
- 12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control (including without limitation governmental intervention, industrial action, insurrection, warfare (declared or undeclared), terrorism, power failure, epidemic or natural disaster) or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
- 12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to Bonhams marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the Contract Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or

- communication to ensure that it is received in a legible form within any applicable time period.
- 12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 12.6 References in this agreement to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.
- 12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 12.8 In this agreement "including" means "including, without limitation".
- 12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 12.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of Bonhams, it will also operate in favour and for the benefit of Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, and of my officer, employee and or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

#### 13 GOVERNING LAW

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

#### DATA PROTECTION - USE OF YOUR INFORMATION

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

#### APPENDIX 3

#### DEFINITIONS AND GLOSSARY

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

## LIST OF DEFINITIONS

- "Account" the bank account of Bonhams into which all sums received in respect of the Purchase Price of any Lot will be paid.
- "Additional Premium" a premium, calculated in accordance with the Notice to Bidders, to cover Bonhams' Expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the Buyer to Bonhams on any Lot marked [AR] which sells for a Hammer Price which together with the Buyer's Premium (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale).
- "Auctioneer" the representative of Bonhams conducting the Sale.
- "Bidder" Any person considering, attempting or making a Bid, including those who have completed a *Bidding Form*.
- "Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.
- "Bonhams" Bonhams 1793 Limited or its successors or assigns. Bonhams is also referred to in the Buyer's Agreement, the Conditions of Business and the Notice to Bidders by the words "we", "us" and "our".
- "Book" a printed Book offered for Sale at a specialist Book Sale
- "Business" includes any trade, Business and profession.
- **"Buyer"** the person to whom a *Lot* is knocked down by the *Auctioneer*. The *Buyer* is also referred to in the *Contract for Sale* and the *Buyer's Agreement* by the words "you" and "your".
- "Buyer's Agreement" the contract entered into by Bonhams with the Buyer (see Appendix 2 in the Catalogue).
- "Buyer's Premium" the sum calculated on the Hammer Price at the rates stated in the Notice to Bidders.
- "Catalogue" the Catalogue relating to the relevant Sale, including any representation of the Catalogue published on our Website.
- "Commission" the Commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form.
- "Condition Report" a report on the physical condition of a Lot provided to a Bidder or potential Bidder by Bonhams on behalf of the Seller.

- "Conditions of Sale" the Notice to Bidders, Contract for Sale, Buyer's Agreement and Definitions and Glossary.
- "Consignment Fee" a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business.
- "Consumer" a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.
- "Contract Form" the Contract Form, or vehicle Entry form, as applicable, signed by or on behalf of the Seller listing the Lots to be offered for Sale by Bonhams.
- "Contract for Sale" the Sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue).
- "Contractual Description" the only Description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds.
- "Description" any statement or representation in any way descriptive of the Lot, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the Hammer Price).
- "Entry" a written statement in the Catalogue identifying the Lot and its Lot number which may contain a Description and illustration(s) relating to the Lot.
- "Estimate" a statement of our opinion of the range within which the hammer is likely to fall.
- "Expenses" charges and Expenses paid or payable by Bonhams in respect of the Lot including legal Expenses, banking charges and Expenses incurred as a result of an electronic transfer of money, charges and Expenses for loss and damage cover, insurance, Catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the Lot for Sale, storage charges, removal charges, removal charges or costs of collection from the Seller as the Seller's agents or from a defaulting Buyer, plus VAT if applicable.
- "Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the Sale had a value materially less than it would have had if the Lot had not been such an imitation, and which is not stated to be such an imitation in any description of the Lot. A Lot will not be a Forgery by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the Lot, where that damage,
- restoration or modification work (as the case may be) does not substantially affect the identity of the *Lot* as one conforming to the *Description* of the *Lot*.
- "Guarantee" the obligation undertaken personally by Bonhams to the Buyer in respect of any Forgery and, in the case of specialist Stamp Sales and/or specialist Book Sales, a Lot made up of a Stamp or Stamps or a Book or Books as set out in the Buyer's Agreement.
- "Hammer Price" the price in the currency in which the Sale is conducted at which a Lot is knocked down by the Auctioneer.
- "Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.
- "Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.
- "Lot" any item consigned to Bonhams with a view to its Sale at auction or by private treaty (and reference to any Lot will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for Sale as one Lot).
- "Motoring Catalogue Fee" a fee payable by the Seller to Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of Sales of motor vehicles.
- "New Bond Street" means Bonhams' saleroom at 101 New Bond Street, London W1S 1SR.
- "Notional Charges" the amount of Commission and VAT which would have been payable if the Lot had been sold at the Notional Price.
- "Notional Fee" the sum on which the Consignment Fee payable to Bonhams by the Seller is based and which is calculated according to the formula set out in the Conditions of Business.
- "Notional Price" the latest in time of the average of the high and low Estimates given by us to you or stated in the Catalogue or, if no such Estimates have been given or stated, the Reserve applicable to the Lot.
- "Notice to Bidders" the notice printed at the back or front of our
- "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 nonspecialist 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.
- "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.
- "warranty": a legal assurance or promise, upon which the person to whom the warranty was given has the right to rely.

#### SALE OF GOODS ACT 1979

(a)

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
  - 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."

# **Registration and Bidding Form**

(Attendee / Absentee / Online / Telephone Bidding) Please circle your bidding method above.



Paddle number (for office use only) This sale will be conducted in accordance with Sale title: Travel & Exploration Sale date: 10 February 2021 Bonhams' Conditions of Sale and bidding and buving at the Sale will be regulated by these Conditions. You should read the Conditions in conjunction with the 26404 Sale venue: Knightsbridge Sale no. Sale Information relating to this Sale which sets out the charges payable by you on the purchases you make 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 and other terms relating to bidding and buying at the prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue Sale. You should ask any questions you have about the for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will Conditions before signing this form. These Conditions endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids. also contain certain undertakings by bidders and buyers General Bid Increments: and limit Bonhams' liability to bidders and buyers. £10,000 - 20,000 .....by 1,000s £10 - 200 .....by 10s Data protection - use of your information £200 - 500 .....by 20 / 50 / 80s £20,000 - 50,000 ......by 2,000 / 5,000 / 8,000s £50,000 - 100,000 ......by 5,000s Where we obtain any personal information about you, we £500 - 1,000 .....by 50s shall only use it in accordance with the terms of our Privacy £100,000 - 200,000 .....by 10,000s £1,000 - 2,000 .....by 100s Policy (subject to any additional specific consent(s) you may £2,000 - 5,000 .....by 200 / 500 / 800s above £200,000 .....at the auctioneer's discretion have given at the time your information was disclosed). A £5,000 - 10,000 .....by 500s copy of our Privacy Policy can be found on our website The auctioneer has discretion to split any bid at any time. (www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London W1S Customer Number Title 1SR United Kingdom or by e-mail from info@bonhams.com. We may disclose your personal information to any member of First Name Last Name our group which means our subsidiaries, our ultimate holding company and its subsidiaries (whether registered in the UK or Company name (if applicable) elsewhere). We will not disclose your data to anyone outside our group but we may from time to time provide you with Company Registration number (if applicable) information about goods and services which we feel maybe of interest to you including those provided by third parties. Address If you do not want to receive such information (except for information you specifically requested) please tick this box City Would you like to receive e-mailed information from us? if so please tick this box Post / Zip code County / State Notice to Bidders. Telephone (mobile) Country At least 24 hours before the Sale, clients must provide government or state issued photographic proof of ID and date Telephone (landline) of birth e.g. - passport, driving licence - and if not included in ID document, proof of address e.g - utility bill, bank or credit E-mail (in capitals) card statement etc. Corporate clients should also provide a copy of their articles of association / company registration Please answer all questions below documents, and the entities name and registered address, 1. ID supplied: Government issued ID and (if the ID does not confirm your address) current utility bill/bank statement. documentary proof of its beneficial owners and directors, If a corporate entity, please provide the Certificate of Incorporation or Partnership Deed and a letter authorising you to act. together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your 2. Are you representing the Bidder? If yes, please complete question 3. bids not being processed or completed. For higher value lots you may also be asked to provide a bank reference. 3. Bidder's name, address and contact details (phone and email): If successful Bidder's ID: Government issued ID and (if the ID does not confirm their address) current utility bill/bank statement I will collect the purchases myself If registered for VAT in the EU please enter your registration here: Are you acting in a business capacity? Please arrange shippers to contact me with Yes No a quote and I agree that you may pass them my contact details. Please note that all telephone calls are recorded. MAX bid in GBP Telephone or Brief description (excluding premium Lot no. Covering bid \* Absentee (T / A) & VAT) FOR WINE SALES ONLY Please leave lots "available under bond" in bond Please include delivery charges (minimum charge of £20 + VAT) BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE INCLUDING BUYER'S WARRANTIES 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. Bidder/Agent's (please delete one) signature: Date:

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

<sup>\*</sup> 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.



