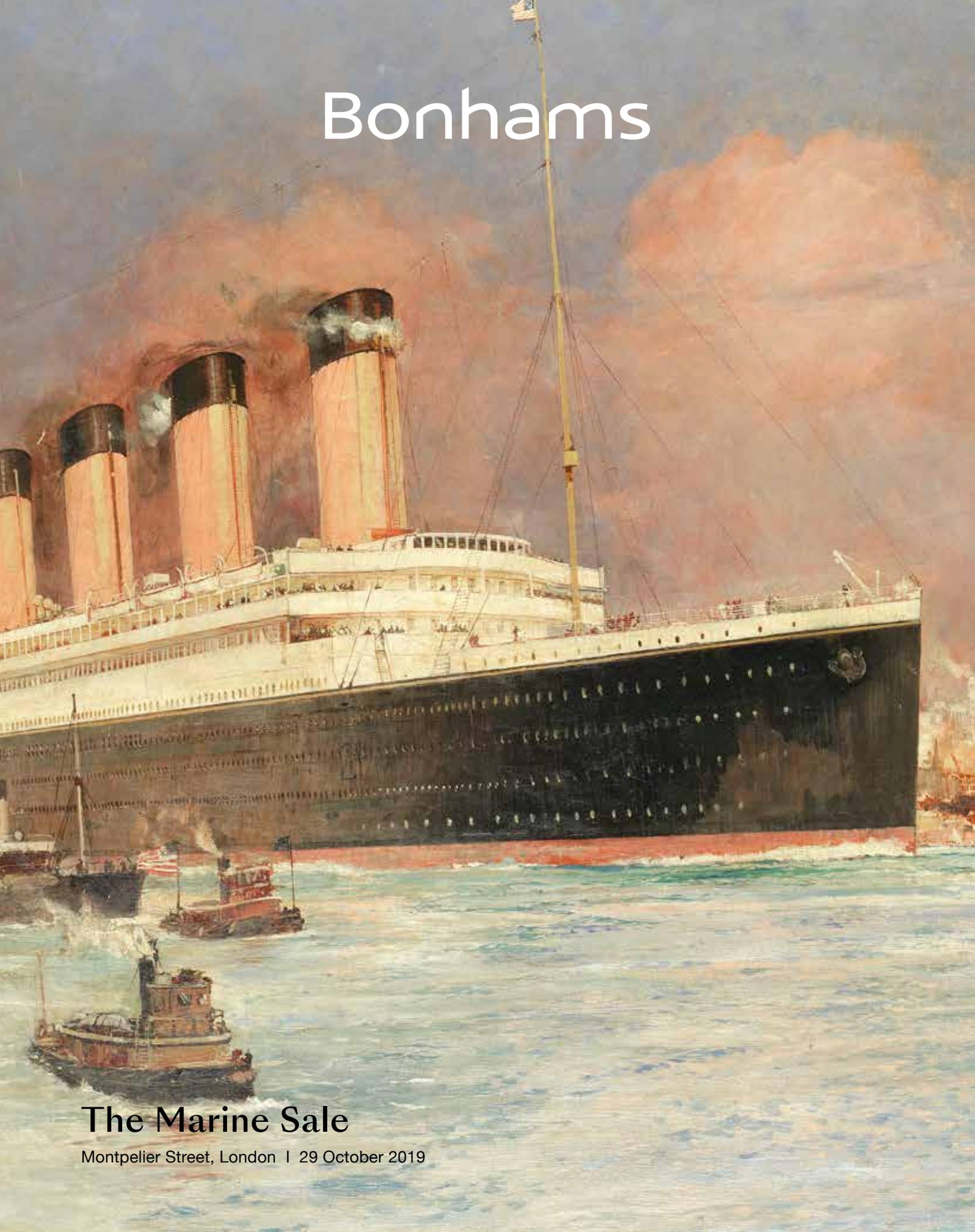


# Bonhams



## The Marine Sale

Montpelier Street, London | 29 October 2019







# The Marine Sale

Montpelier Street, London | Tuesday 29 October 2019 at 2pm

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25338

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£15

Please see page 4 for bidder information including after-sale collection and shipment

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## ILLUSTRATIONS

Front cover: Lot 122  
Inside front cover: Lot 110  
After end paper: Lot 65  
Back cover: Lot 2  
Inside back cover: Lot 18  
Before end paper: Lot 106  
Index: Lot 116

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

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1



1 Y

**A SHIP BUILDERS MODEL OF THE SAILING CLIPPER BARQUE 'SPIRIT OF THE AGE', BUILT FOR T. A. GIBB OF LONDON, BY JOHN PILE OF SUNDERLAND 1854,**

this model has rosewood planking above the waterline and mahogany below the waterline, together with the original coloured engraving from the period of the painting by T. G. Dutton, the model 120cm (47in) long

£300 - 400  
 €340 - 450  
 US\$370 - 500

*Spirit of the Age* was Lloyds classified 10A1, constructed of oak and teak, 878 old tons. She had a brief fast life as did many Tea Clippers of the day. In 1854, she made her maiden voyage to Sydney in 73 days beating an American Clipper in a race. Her best passage was out of Whampoa in 1856 at 100 days and out of Foochow in 1857 among the first back in London. In 1859 she collided with HM steam tug African in the Thames and after repairs to bowsprit and figurehead set sail for Shanghai. However, by the time she made it in the Sunda Strait the leaks were too uncontrollable and so she was towed into Batavia where she was condemned.



2

**A FINE PRISONER-OF-WAR BONE MODEL OF THE 48 GUN SHIP-OF-THE-LINE HMS "ALCESTE" FRENCH, EARLY 19TH CENTURY,**

the pinned and planked hull with baleen strakes, carved and decorated stern panel and painted warrior figurehead. The three masts with standing and running rigging and deck details include: belaying rails with pins, capstans, stove pipes, two long-boats, water barrel, and ship's bell in canopy, in modern glazed display case, the model 75cm (29 1/2in) long x 56cm (22in) high

£18,000 - 25,000  
 €20,000 - 28,000  
 US\$22,000 - 31,000

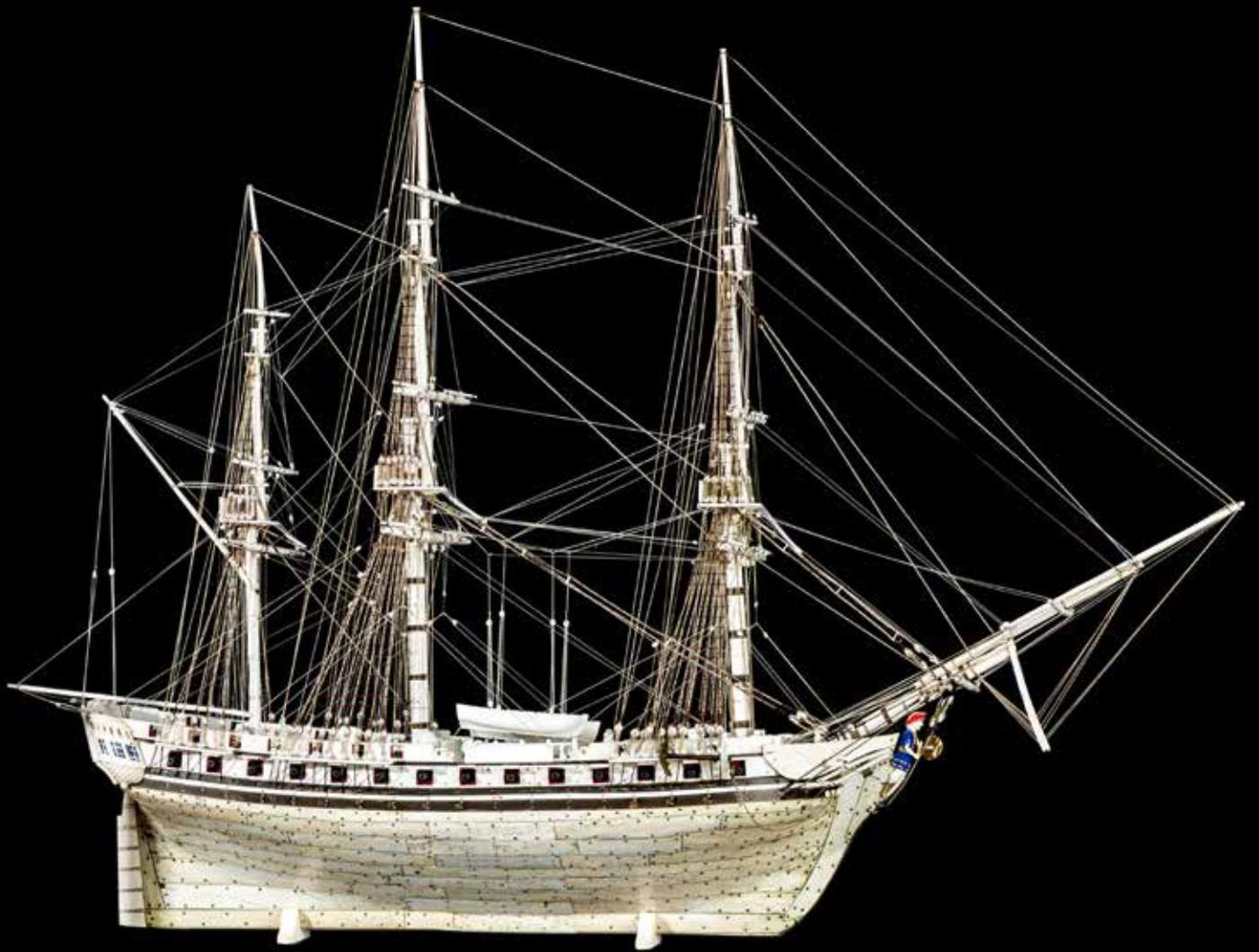
*HMS Alceste* was built at Rochefort in 1804 for the French Navy as 'Minerve', an Armide-class frigate. In the spring of 1806, prior to her capture, she engaged *HMS Pallas*, then under Lord Cochrane. During the duel she ran aground, but Cochrane had to abort his attack when French reinforcements appeared.



The British seized her in an action on 25 September 1806, and the Royal Navy took 'Minerve' into service as *Alceste* in March 1807; *Alceste* then continued to serve throughout the Napoleonic Wars. On 29 November 1811, *Alceste* led a British squadron that captured a French military convoy carrying more than 200 cannon to Trieste in the Balkans. After this loss, Napoleon changed the direction of his planned eastward expansion in 1812 from the Balkans to Russia. The British historian James Henderson has suggested that the two events were linked, and may have changed the course of the war.

In 1814, *Alceste* was converted to a troopship and used to transport British soldiers to North America during the War of 1812. Following the Treaty of Paris in 1815, *Alceste* carried Lord Amherst on his 1816 diplomatic mission to China. On the return journey, she struck a reef in the Java Sea; her wreck was subsequently plundered and burned by Malayan pirates.

2 (details)





3



4

3

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

The Pool of London  
signed and dated 'Charles Dixon/1920'  
(lower left)  
watercolour heightened with bodycolour  
47.6 x 73cm (18 3/4 x 28 3/4in).  
unframed

**£1,500 - 2,000**  
**€1,700 - 2,300**  
**US\$1,900 - 2,500**

4

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

A liner of the White Star Line setting sail for America  
signed and dated 'Charles Dixon/96' (lower left)  
watercolour heightened with white  
32 x 53cm (12 5/8 x 20 7/8in).

**£1,000 - 1,500**  
**€1,100 - 1,700**  
**US\$1,200 - 1,900**

The focal ship depicted is either *Teutonic* or her sister ship *Majestic*. Completed in 1889, both ships spent eighteen years running a monthly passenger service from Liverpool to New York.

5

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

'Coaling'  
signed and dated 'Charles Dixon 1901'  
(lower left)  
watercolour heightened with white  
51 x 28cm (20 1/16 x 11in).

**£1,500 - 2,000**  
**€1,700 - 2,300**  
**US\$1,900 - 2,500**

Royal Institute of Painters in Water Colours label affixed to the reverse and inscribed in the hand of the artist with the work's title, price and his address.



5



6

6

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

Blackwall on Thames  
signed and dated 'Charles Dixon/95' (lower left)

watercolour  
30.5 x 22.8cm (12 x 9in).

£800 - 1,200  
€910 - 1,400  
US\$1,000 - 1,500

7

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

In Limehouse Reach  
signed and dated 'Charles Dixon 95' (lower left)

watercolour  
30.5 x 22.8cm (12 x 9in).

£800 - 1,200  
€910 - 1,400  
US\$1,000 - 1,500



7



8

8

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

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

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,200 - 1,900



9

9

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

'Low Tide Pool of London'; 'Off Wapping  
London', a pair  
both signed 'F.W.SCARBROUGH' (lower  
right), both titled (lower left)  
watercolour  
16.5 x 23.5cm (6 1/2 x 9 1/4in).(2)

£800 - 1,200  
€910 - 1,400  
US\$1,000 - 1,500



9



10



11

10

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

Limehouse Reach

signed, inscribed and dated 'Limehouse Reach/Charles Dixon/04'  
(lower left)

watercolour heightened with boydcolour  
27.3 x 76.2cm (10 3/4 x 30in).

£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,500

11

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

'London Bridge'

signed 'F.W.Scarbrough' (lower right), inscribed with title (lower left)  
watercolour with bodycolour

34.5 x 73cm (13 9/16 x 28 3/4in).

£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,500

**Provenance**

Henley-On-Thames, Christopher Cole Fine Paintings, ref. CWC338.  
Private collection, UK.



12

12

**WILLIAM JOHN HUGGINS (BRITISH, 1781-1845)**

An East Indiaman in squally waters off the Eddystone lighthouse  
oil on canvas  
99.1 x 152.4cm (39 x 60in).

£4,000 - 6,000  
€4,500 - 6,800  
US\$5,000 - 7,500

**Provenance**

Anon. sale, London, Sotheby's, 13 July 1988, lot 15.  
Private collection, UK.

It is believed that the frame accompanying this work is the original in which the artwork was housed and is likely to date to circa 1825.

13

**THOMAS BUTTERSWORTH (BRITISH, 1768-1828)**

The rescue  
signed with initials 'TB' and indistinctly dated (lower left)  
oil on canvas  
43.2 x 53.6cm (17 x 21 1/8in).

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,200 - 1,900

14 \*

**CHARLES BROOKING (BRITISH, 1723-1759)**

The wreck of the Nuestra Senora off Beachy Head, November 1746  
signed 'C Brooking' (lower centre)  
oil on canvas  
28 x 38cm (11 x 14 15/16in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$1,900 - 2,500

**Provenance**

with The Parker Gallery, London.  
Sotheby's, 13 March 1985, lot 22.  
Private collection, US.

**Exhibited**

Mellon Foundation, Aldeburgh/Bristol, June/July 1966, no. 20.

**Literature**

David Joel, *Charles Brooking (1723-1759) and the 18th Century British Marine Painters*, Woodbridge, 2000, p.165, no.402, illustrated on p.160.



13



14



15



16



17

15 \*

**WILLIAM ANDERSON (BRITISH, 1757-1837)**

Bringing in the catch and drying the nets  
oil on panel  
*23.5 x 34.5cm (9 1/4 x 13 9/16in).*

£800 - 1,200  
€910 - 1,400  
US\$1,000 - 1,500

**Provenance**

with the Tryon & Swann Gallery Ltd., London,  
no. N138.  
Private collection, US.

16 \*

**WILLIAM ANDERSON (BRITISH, 1757-1837)**

Men-o-war under sail on a calm day  
indistinctly signed 'W.A---' (lower right)  
oil on panel  
*17.5 x 24cm (6 7/8 x 9 7/16in).*

£800 - 1,200  
€910 - 1,400  
US\$1,000 - 1,500

**Provenance**

with Royal Exchange Art Gallery, London.  
Private collection, US.

17

**THOMAS LUNY (BRITISH, 1759-1837)**

On the River Teign  
signed and dated 'Luny 1826' (lower left)  
oil on panel  
*30.5 x 41cm (12 x 16 1/8in).*

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,500 - 3,700

**Provenance**

with Thomas Agnew & Sons Ltd., London,  
no. 16619.  
Private collection, UK.



18



18



19

18

**THOMAS BUTTERS WORTH (BRITISH, 1768-1828)**

The Bristol privateer *Caesar*, 20-guns, Captain Valentine Baker, under attack by a French frigate of 32-guns whilst escorting a convoy nearing home on 27th June 1782

a pair

both signed 'T. Buttersworth' (lower left); one bears an inscription on label affixed to stretcher

oil on canvas

each 53.4 x 88.9cm (21 x 35in). (2)

**£8,000 - 12,000**

**€9,100 - 14,000**

**US\$9,900 - 15,000**

The American War of Independence (1776-83) saw many Bristol-owned vessels pressed into service as privateers after April 1777, one of which was the *Caesar*. An almost new ship-rigged sloop of 300 tons owned by Mr. Robert Gordon, she was employed on the Jamaica trade until May 1779 when she was fitted out as a privateer in Teast's Floating Dock at Wapping on the Thames. Her first cruise proved disappointing, but from July 1780, by which time she was owned by Messrs. Gresley, Blake & Co., she enjoyed numerous successes under various masters and achieved considerable celebrity in her home port. In October 1781, Captain Valentine Baker took over her command and, on 27th June 1782, whilst escorting a valuable homeward bound convoy from Jamaica, she was west of Lundy Island, in the Bristol Channel, when she was sighted and attacked by a 32-gun French frigate. Despite the

disparity in the two ships' armament, Baker fought tenaciously and after a spirited fight forced the surrender of the Frenchman in what contemporaries described as "a hard won victory". Unfortunately, *Caesar* was so badly damaged in the action that the enemy frigate, although damaged herself, re-hoisted her colours and escaped. Notwithstanding losing her as a prize, Baker had saved the convoy from capture and later received a handsome silver vase from the Merchants and Insurers of Bristol "...for gallantly defending the Ship *Caesar* against a French Sloop of War greatly Superior in Force to his own Ship and beating her off...".

Another view of this action was painted by Nicholas Pocock and subsequently engraved.

Captain Valentine Baker was the grandfather of Sir Samuel White baker, the notable Victorian traveller and African explorer.

19

**THOMAS WHITCOMBE (BRITISH, CIRCA 1752-1824)**

British ship of 32 guns off Deal signed 'Whitcombe' (lower left)

oil on canvas

43 x 61cm (16 15/16 x 24in).

**£2,000 - 3,000**

**€2,300 - 3,400**

**US\$2,500 - 3,700**



20

20

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

The East Indiaman *Crown* in two positions and paddle steamers off Folkestone signed and dated 'G./Chambers/1826' (on floating barrel lower left)

oil on canvas  
66 x 99cm (26 x 39in).

£7,000 - 10,000  
€7,900 - 11,000  
US\$8,700 - 12,000

**Literature**

Alan Russett, *George Chambers 1803-1840: His Life and Work*, Suffolk, 1996, illustrated p.35, colour pl.2.

21

**RICHARD WEATHERILL (BRITISH, 1844-1913)**

Sailing vessels under moonlight in Whitby Harbour signed 'R.Weatherill' (lower left)

oil on board  
23 x 38.5cm (9 1/16 x 15 3/16in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$1,900 - 2,500

22

**ADOLPHUS KNELL (BRITISH, ACTIVE 1860-1890)**

Shipping under moonlight signed 'Adolphus Knell' (lower right)

oil on board  
35 x 50.5cm (13 3/4 x 19 7/8in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$1,900 - 2,500



21



22



23



24

23

**ATTRIBUTED TO JOHN MOORE OF IPSWICH (BRITISH, 1820-1902)**

A break in the clouds, with mixed merchant vessels in coastal waters  
oil on canvas  
61 x 92cm (24 x 36 1/4in).

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,200 - 1,900

24

**HENRY THOMAS DAWSON (BRITISH, 1841-CIRCA 1896)**

Keyham, Plymouth  
signed with monogram and dated 'HTD Junr 1877' (lower left)  
oil on canvas  
61.5 x 92cm (24 3/16 x 36 1/4in).

£3,000 - 5,000  
€3,400 - 5,700  
US\$3,700 - 6,200

**Provenance**

Anon. sale, Bonhams, Knowle, 15 September 2009, lot 80.  
Acquired from the above sale by the present owners.

**Exhibited**

Bears a label verso stating that the work was exhibited at the Bristol Industrial and Fine Art Exhibition, 1893.



25



26

25 \*

**RICHARD HENRY NIBBS (BRITISH, 1816-1893)**

Hulks at rest, sunrise  
signed 'RHNibbs' (lower right)  
oil on canvas laid to board  
71.5 x 117cm (28 1/8 x 46 1/16in).

**£2,500 - 3,500**  
**€2,800 - 4,000**  
**US\$3,100 - 4,400**

26

**CLAUDE T. STANFIELD MOORE (BRITISH, 1853-1901)**

Looking towards Shadwell docks  
signed 'Claude TS Moore' (lower left), signed, dated and indistinctly  
inscribed 'West -- Docks -- Lane Siding looking towards Shadwell  
Claude TS Moore /80' (on stretcher)  
oil on canvas  
33 x 48.5cm (13 x 19 1/8in).

**£1,200 - 1,800**  
**€1,400 - 2,000**  
**US\$1,500 - 2,200**



27



28

27

**WILLIAM THORNLEY (BRITISH, ACTIVE 1857-1898)**

After the gale, Yorkshire coast  
signed 'THORNLEY' (lower right)  
oil on canvas  
26 x 41cm (10 1/4 x 16 1/8in).

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,200 - 1,900

28

**WILLIAM THORNLEY (BRITISH, ACTIVE 1857-1898)**

Shipping off Bamburgh Castle  
signed 'THORNLEY' (lower left) and indistinctly inscribed 'Bamburgh  
... ' (lower right)  
oil on canvas  
40.6 x 61cm (16 x 24in).

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,200 - 1,900

**Provenance**

with Haynes Fine Art, Broadway, no. 6086.  
Private collection, UK.



29

29

**WILLIAM THORNLEY (BRITISH, ACTIVE 1857-1898)**

Dutch Boats in the Medway  
 signed 'THORNLEY' (lower right)  
 oil on canvas  
 25.1 x 40.6cm (9 7/8 x 16in).

£1,000 - 1,500  
 €1,100 - 1,700  
 US\$1,200 - 1,900

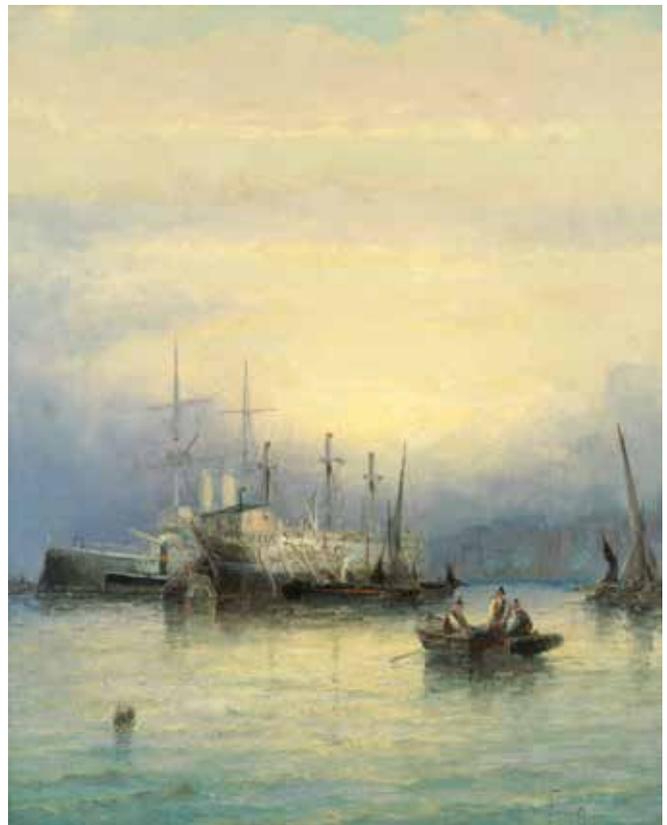
30

**WILLIAM THORNLEY (BRITISH, ACTIVE 1857-1898)**

Tranquil harbour with prison hulk  
 signed 'THORNLEY' (lower right)  
 oil on panel  
 30.5 x 25.4cm (12 x 10in).

£800 - 1,200  
 €910 - 1,400  
 US\$1,000 - 1,500

**Provenance**  
 with Omell Galleries, London.  
 Private collection, UK.



30



31

**THOMAS LUNY (BRITISH, 1759-1837)**

A third rate of the Royal Navy preceded by a first rate entering the

Hamoaze, Plymouth

signed 'Luny' (lower left)

oil on canvas

86.4 x 128.6cm (34 x 50 5/8in).

£8,000 - 12,000

€9,100 - 14,000

US\$9,900 - 15,000



32

**ATTRIBUTED TO NICHOLAS POCOCK (BRITISH, 1740-1821)**

A British Frigate off Funchal, Madeira, with Fort Loo visible off the coast

oil on canvas

66.7 x 94.6cm (26 1/4 x 37 1/4in).

**£10,000 - 15,000**

**€11,000 - 17,000**

**US\$12,000 - 19,000**

**Provenance**

Sale, Christie's, London, 10 July 1931, lot 37, work offered by Trustees of the estate of the late Mr Charles Townshend Murdoch MP and Mrs Sophie Speke.

Purchased from the above sale by Lady Liddell, daughter of the deceased.

Thence by descent to the present owner.

Considering the present owner's relatives' links to Madeira and the Admiralty, it is likely that this work was commissioned by a distant family member. Further notes on this are available upon request.



33

33

**EDWARD ROPER (BRITISH, 1830-1909)**  
 Off St. Helens, Isle of Wight  
 signed and dated 'ERoper/Sept 14th 1870'  
 (lower right), inscribed 'CICERO/ST HELENS  
 ROADS I of WIGHT' (lower left), indistinctly  
 inscribed 'Sketch taken from "Newcastle"  
 when she lay in St. Helens ---'  
 (on the mount)  
 watercolour heightened with white  
 15 x 35cm (5 7/8 x 13 3/4in).  
 unframed

£800 - 1,200  
 €910 - 1,400  
 US\$1,000 - 1,500

**Provenance**  
 Through the artist's family.



34

34

**THOMAS BUSH HARDY (BRITISH, 1842-1897)**

'Dutch Pincks returning to Katwijk'  
 signed, inscribed and dated 'T.B. Hardy.  
 1886./Dutch Pincks returning to Katwijk'  
 (lower right)  
 watercolour  
 49.5 x 69.2cm (19 1/2 x 27 1/4in).

£800 - 1,200  
 €910 - 1,400  
 US\$1,000 - 1,500

35

**THOMAS BUSH HARDY (BRITISH, 1842-1897)**

'Beaching a Pinck, Scheveningen'  
 signed, inscribed and dated 'T.B. Hardy.  
 1893./Beaching a Pinck/Scheveningen'  
 (lower left)  
 watercolour heightened with boydcolour  
 44.4 x 69.2cm (17 1/2 x 27 1/4in).

£800 - 1,200  
 €910 - 1,400  
 US\$1,000 - 1,500



35

36

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

Fisherfolk at low tide  
 signed and dated 'Charles Dixon/1890'  
 (lower right)  
 watercolour and heightened bodycolour  
 50 x 113cm (19 11/16 x 44 1/2in).

£1,000 - 1,500  
 €1,100 - 1,700  
 US\$1,200 - 1,900



36



37

37 \*

**NICHOLAS POCOCK (BRITISH, 1740-1821)**

Boulogne Harbour, Napoleon's army to invade England encamped in the hills behind  
 signed and dated 'N Pocock 1805' (lower right), signed 'N Pocock' (lower left)  
 watercolour  
 13 x 20.5cm (5 1/8 x 8 1/16in).

**£800 - 1,200**  
**€910 - 1,400**  
**US\$1,000 - 1,500**

**Provenance**

with David A. Cross Fine Art, Bristol.  
 with The English Gallery, Boston, Massachusetts.

A letter dated 19 December 1983 from Pieter van der Merwe at the National Maritime Museum, Greenwich, accompanies this work. The letter confirms that this watercolour is after a sketch by an officer who was on board HMS *Euryalus* at the time of the episode depicted. Pocock's watercolour was then engraved by Medland. This engraving is illustrated on p.481 of *The Naval Chronicle, for 1805, Vol. 14*, and is accompanied by the letter from the officer on board HMS *Euryalus*; a copy of this page is included with the lot's accompanying letter.



38



39

38

**JOHN CANTILOE JOY (BRITISH, 1806-1866)**

A two-decker furling its sails upon arrival into port with a frigate firing a salute to signal its departure  
watercolour and bodycolour  
28.5 x 43.8cm (11 1/4 x 17 1/4in).

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,200 - 1,900

39

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

Galleons off a coast  
signed and dated 'Charles Dixon/29' (lower left)  
watercolour and bodycolour  
36.8 x 53.3cm (14 1/2 x 21in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$1,900 - 2,500



40



41

40

**MILES EDMUND COTMAN (BRITISH, 1810-1858)**

Boats in a light swell  
watercolour  
28 x 45cm (11 x 17 11/16in).

£800 - 1,200  
€910 - 1,400  
US\$1,000 - 1,500

**Provenance**

Anon. sale, Bonhams, London, 19 November 1997, lot 46.  
Private collection, UK.

41

**HENRI TEBBITT (AUSTRALIAN, 1852-1926)**

Shipping off Nobbys Head, Newcastle, Australia  
signed 'H Tebbitt' (lower right)  
watercolour  
48 x 74cm (18 7/8 x 29 1/8in).

£700 - 1,000  
€790 - 1,100  
US\$870 - 1,200



42



43

42

**JOHN SCOTT (BRITISH, 1802-1885)**

Portrait of the *Frank Shaw* off Tynemouth  
signed and dated 'J.Scott/1865' (lower right)  
oil on canvas  
76.2 x 118.5cm (30 x 46 5/8in).

£3,000 - 5,000  
€3,400 - 5,700  
US\$3,700 - 6,200

**Provenance**

Commissioned by William Edward Kirby, Master of the *Frank Shaw*  
1862-66.  
Thence by descent to the present owner.

Please note that copies of William Edward Kirby's Master certificates  
are available to view upon request.

43

**JOHN SCOTT (BRITISH, 1802-1885)**

A British merchant brig in coastal waters  
signed and dated 'J.Scott/1850' (lower right)  
oil on canvas  
53 x 76.5cm (20 7/8 x 30 1/8in).

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,200 - 1,900



44



45

44

**WILLIAM HOWARD YORKE (AMERICAN, 1847-1921)**

The British barquentine *Ellen Lloyd* under full sail, outward bound for Venezuela and passing the Skerries lighthouse signed and dated 'W.H. YORKE/1894' (lower left)  
oil on canvas  
50.5 x 76cm (19 7/8 x 29 15/16in).

**£2,000 - 3,000**  
**€2,300 - 3,400**  
**US\$2,500 - 3,700**

**Provenance**

with The Parker Gallery, London.

Although the second part of this vessel's name is no longer legible on the bow, she appears to be the *Ellen Lloyd*. Built at Nevin (now called Nefyn), North Wales in 1877 by G. Owen and launched as the *Ebenezer Parry*, she was registered at 195 tons gross (182 net) and measured 100 feet in length with a 25 foot beam. Operating out of her home port of Caernarvon, usually carrying salted fish, she was sold by her original owner H. Parry to W. Anthony in 1890 who renamed her *Ellen Lloyd*. Trading into the new century, she disappears from record in 1908.

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.

45

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

A British brig entering Antwerp signed 'JOHN:LOOS, ANTWERP, 1869' (lower right)  
oil on canvas  
53 x 77.5cm (20 7/8 x 30 1/2in).

**£1,000 - 1,500**  
**€1,100 - 1,700**  
**US\$1,200 - 1,900**



46



47

46

**THOMAS LUNY (BRITISH, 1759-1837)**

A Royal Navy frigate preparing to sail  
signed 'LUNY' (lower right)

oil on panel

31 x 42.5cm (12 3/16 x 16 3/4in).

£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,500

**Provenance**

with The Parker Gallery, London.  
Private collection, UK

47

**THOMAS WHITCOMBE (BRITISH, CIRCA 1752-1824)**

HMS *Eurotas* commencing action with the French frigate *Clorinde*,  
25th February 1814

oil on canvas

18.4 x 26.7cm (7 1/4 x 10 1/2in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,200 - 1,900



48



49

48

**ATTRIBUTED TO LIEUT. WILLIAM ELLIOTT, R.N. (ACTIVE 1784-1795)**

British Men O' War at anchor off Portsmouth

oil on canvas

43 x 68cm (16 15/16 x 26 3/4in).

**£1,000 - 1,500**

**€1,100 - 1,700**

**US\$1,200 - 1,900**

**Provenance**

with Frost & Reed, London, ref. 42793.

Private collection, UK.

49

**AFTER WILLIAM JOHN HUGGINS, 19TH CENTURY**

Table Bay, Cape of Good Hope

oil on canvas

38.5 x 65.5cm (15 3/16 x 25 13/16in).

**£1,000 - 1,500**

**€1,100 - 1,700**

**US\$1,200 - 1,900**



50

50

**CIRCLE OF THOMAS LUNY (BRITISH, 1759-1837)**

The Battle of the Saints, 1782  
 bears signature and date 'Luny/1782' (on spar lower left)  
 oil on canvas  
 76.2 x 121.3cm (30 x 47 3/4in).

£4,000 - 6,000  
 €4,500 - 6,800  
 US\$5,000 - 7,500

**Provenance**

Anon. sale, Christie's, London, 23 June 1972, lot 40.  
 Acquired from the above sale by the present owner.

51

**CIRCLE OF THOMAS LUNY (BRITISH, 1759-1837)**

The moonlit Battle off Cape St. Vincent, 16th January 1780  
 bears signature and date 'T Luny.1783' (lower left)  
 oil on canvas  
 75.6 x 121.3cm (29 3/4 x 47 3/4in).

£4,000 - 6,000  
 €4,500 - 6,800  
 US\$5,000 - 7,500

**Provenance**

Anon. sale, Christie's, London, 10 December 1971, lot 145.  
 Acquired from the above sale by the present owner.

52

**THOMAS WHITCOMBE (BRITISH, CIRCA 1752-1824)**

The Battle of Cabareta Point, July 1801  
 oil on canvas  
 21 x 28.2cm (8 1/4 x 11 1/8in).

£1,000 - 1,500  
 €1,100 - 1,700  
 US\$1,200 - 1,900

**Provenance**

Anon. sale, Christie's, London, 18 June 1971, lot 40.  
 Private collection, UK.



51



52



53



54

53

**CIRCLE OF PETER MONAMY (LONDON 1681-1749)**

The flagship *Royal Sovereign* firing a salute to announce her departure from her anchorage  
oil on canvas  
90.8 x 109.8cm (35 3/4 x 43 1/4in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,500 - 3,700

54

**CHARLES MARTIN POWELL (BRITISH, 1775-1824)**

Man-o'-war and other shipping on the North Sea  
signed 'CMPowell' (lower left)  
oil on panel  
25.5 x 36cm (10 1/16 x 14 3/16in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$1,900 - 2,500

**Provenance**

with Ian MacNicol, Glasgow.  
Private collection, UK.



55



56

55

**ATTRIBUTED TO ROBERT DODD (BRITISH, 1748-1816)**

The capture of the French frigate *Reunion* by HMS *Crescent*, Captain J. Sumarez, 20th October 1793

oil on canvas  
41 x 66cm (16 1/8 x 26in).

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,200 - 1,900

**Provenance**

with The Parker Gallery, London.

56

**ATTRIBUTED TO ROBERT WILLOUGHBY (BRITISH, 1768-1843)**

The Hull whaler *Konigsberg* in two positions  
oil on canvas

63.5 x 94.6cm (25 x 37 1/4in).

£800 - 1,200  
€910 - 1,400  
US\$1,000 - 1,500

**Provenance**

Mrs M. J. Healey

**Exhibited**

Kingston upon Hull, Ferens Art Gallery, *Old Hull Artists*, November-May 1939-1940, no.113.



57



58

57

**PUN WOO (CHINESE, ACTIVE LATE 19TH CENTURY)**

'Typhoon. Aug 1 to 5 1898'

signed and inscribed 'Pun Woo Hong Kong' (lower left), inscribed with title (lower centre)

oil on canvas

57.5 x 75cm (22 5/8 x 29 1/2in).

**£1,500 - 2,000**

**€1,700 - 2,300**

**US\$1,900 - 2,500**

58

**ENGLISH SCHOOL, LATE 18TH CENTURY**

Portrait of Captain Slee, Chief Preventive Officer of the Coast of Holderness (according to label)

three-quarter length, standing, wearing a brown coat and a tricorn hat, holding a measuring stick, his vessel beyond

oil on copper

24 x 20cm (9 7/16 x 7 7/8in).

**£800 - 1,200**

**€910 - 1,400**

**US\$1,000 - 1,500**

**Provenance**

Miss E.Harriss, North Ferriby, North Humberside.

An attribution to Arthur William Devis has been suggested.



59



60



60

59

**ANTONIO NICOLO GASPARO JACOBSEN (1850-1921)**

The passenger liner *SS New York* with heightened signature and indistinctly dated 'ANTONIO JACOBSEN 19..' (lower right)

oil on canvas

55.9 x 91.4cm (22 x 36in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,700

60

**ENGLISH NAIVE SCHOOL, 19TH CENTURY**

The steam packet *Trident* and other sailing vessels; and A steam packet and schooner off Spurn, a pair

oil on panel

each 29.5 x 105.4cm (11 5/8 x 41 1/2in). (2)

£800 - 1,200

€910 - 1,400

US\$1,000 - 1,500

**Provenance**

Mrs M. J. Healey.

**Exhibited**

Kingston upon Hull, Ferens Art Gallery, *Old Hull Artists*, November-May 1939-1940, no.210 and 211.



61



62

61

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

A Dutch barge leaving a harbour on the English coast  
indistinctly signed 'G. CHAM----' (on the barge leeboard)

oil on canvas

63.2 x 76.5cm (24 7/8 x 30 1/8in).

£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,500

62

**GEORGE STAINTON (BRITISH, ACTIVE 1866-1890)**

Shipping at dawn  
signed 'G. STAINTON' (lower right)

oil on canvas

69.2 x 101.6cm (27 1/4 x 40in).

£1,200 - 1,800

€1,400 - 2,000

US\$1,500 - 2,200



63



64

63

**ANTONIE WALDORP (DUTCH, 1803-1866)**

A Dutch harbour scene  
signed and indistinctly dated 'A.WALDORP/18-9' (stern of the right-hand rowing boat)  
oil on canvas  
65 x 82cm (25 9/16 x 32 5/16in).

**£1,000 - 1,500**  
**€1,100 - 1,700**  
**US\$1,200 - 1,900**

**Provenance**  
with Thomas Agnew & Sons Ltd., London.  
Private collection, UK.

64

**ABRAHAM HULK (DUTCH, 1813-1897)**

'Off the Dutch Coast, Evening'  
signed 'A HULK' (lower left) and inscribed with title (on canvas verso)  
oil on canvas  
45.7 x 72.4cm (18 x 28 1/2in).

**£2,000 - 3,000**  
**€2,300 - 3,400**  
**US\$2,500 - 3,700**

**Provenance**  
with Thomas Agnew & Sons Ltd., London, no.20899.



65

65

**NICHOLAS MATTHEW CONDY (BRITISH, 1818-1851)**

A schooner of the Royal Yacht Squadron in Osborne Bay off Cowes with Norris Castle in the distance signed and dated 'N.M. Condy 1845' (lower right) oil on canvas  
46 x 61.5cm (18 1/8 x 24 3/16in).

**£5,000 - 7,000**  
**€5,700 - 7,900**  
**US\$6,200 - 8,700**

**Provenance**  
Private collection, UK.

66

**JOHN WILSON CARMICHAEL (BRITISH, 1800-1868)**

Ships in a calm signed with initials 'J.W.C.' (lower left) oil on canvas  
33 x 45.7cm (13 x 18in).

**£1,500 - 2,000**  
**€1,700 - 2,300**  
**US\$1,900 - 2,500**

67

**HENRY REDMORE (BRITISH, 1820-1887)**

Shipping off a Dutch coast signed and indistinctly dated 'H. Redmore 186-' (lower left) oil on canvas  
30.5 x 50.8cm (12 x 20in).

**£1,500 - 2,000**  
**€1,700 - 2,300**  
**US\$1,900 - 2,500**

**Provenance**  
with Frost & Reed, London, stock no. 48010 (referenced as a pair)



66



67



68



69

68

**HENRY KING TAYLOR (BRITISH, FL.1857-1869)**

Rye fishing boats coming in with a fair wind  
signed and dated 'HKTaylor/57' (lower right), later inscribed with title  
and artist's address (on canvas verso)

oil on canvas

46.4 x 76.8cm (18 1/4 x 30 1/4in).

£1,500 - 2,000

€1,700 - 2,300

US\$1,900 - 2,500

69

**ARTHUR JOSEPH MEADOWS (BRITISH, 1843-1907)**

Mixed craft off a mountainous coast  
signed 'ArthurJMeadows/1880' (lower left)

oil on canvas

36.2 x 61.6cm (14 1/4 x 24 1/4in).

£1,000 - 1,500

€1,100 - 1,700

US\$1,200 - 1,900



70



71

70

**HENRY REDMORE (BRITISH, 1820-1887)**

A calm evening off a Dutch coastal town  
signed and dated 'HRedmore 1864' (lower left)  
oil on canvas  
30.5 x 45.5cm (12 x 17 15/16in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$1,900 - 2,500

**Provenance**

Private collection, UK.

**Exhibition**

London, Lowndes Lodge Gallery, *Henry & E.K. Redmore*, March  
1971, no. 3.

71

**JAMES HARRIS OF SWANSEA (BRITISH, 1810-1887)**

A brig, topsail schooner and cutter off the Mumbles  
signed 'Harris' (lower right)  
oil on canvas  
33 x 55.9cm (13 x 22in).

£1,200 - 1,800  
€1,400 - 2,000  
US\$1,500 - 2,200



72

72

**WILLIAM MACKENZIE THOMSON  
(BRITISH, 19TH/20TH CENTURY)**

HMS *Impérieuse*, together with two further works by the same hand  
the first signed 'W.M.Thomson' (lower left);  
another signed 'Mackenzie Thomson' (lower  
left)

watercolour and bodycolour

*the first 29 x 47.5cm (11 7/16 x 18 11/16in);  
the second 29.5 x 44cm (11 5/8 x 17  
5/16in); the third 29.5 x 44.5cm (11 5/8 x 17  
1/2in). (3)*

£700 - 1,000

€790 - 1,100

US\$870 - 1,200



72

73

**WILLIAM MACKENZIE THOMSON  
(BRITISH, 19TH/20TH CENTURY)**

British military vessels, two works  
the first signed 'Mackenzie Thomson' (lower  
left)

watercolour and bodycolour

*the first 29.5 x 46cm (11 5/8 x 18 1/8in); the  
second 28.5 x 45.5cm (11 1/4 x 17 15/16in).  
(2)*

£500 - 700

€570 - 790

US\$620 - 870



73

74 AR

**FRANK J. GARDINER (BRITISH, BORN 1942)**

*Waimate* of the New Zealand Shipping Company; the clipper *Port Jackson* two works, the first signed and dated 'F.J.H.GARDINER 90' (lower left); the second signed and dated 'F.J.H.Gardiner 92' (lower right)  
watercolour and bodycolour  
both 37.5 x 56.5cm (14 3/4 x 22 1/4in). (2)

£800 - 1,200  
€910 - 1,400  
US\$1,000 - 1,500

75

**ARTHUR JOHN TREVOR BRISCOE (BRITISH, 1873-1943)**

'On a Yard'  
signed, titled and dated 'On a Yard. A. Briscoe/40' (lower right)  
chalk and watercolour  
36.2 x 24.7cm (14 1/4 x 9 3/4in).

£600 - 800  
€680 - 910  
US\$750 - 1,000

**Provenance**

Anon. sale, Phillips, London, 28 January 1986, lot 28.



74



74



75



76



77

76 \*

**THOMAS (CAPTAIN) ELLIOTT (BRITISH, ?-1800)**

Two big cutters manoeuvring off the coast  
indistinctly signed 'Elliott' (lower left)  
oil on canvas  
31.1 x 46cm (12 1/4 x 18 1/8in).

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,200 - 1,900

**Provenance**

with The Royal Exchange Art Gallery, London.

77

**CHARLES MARTIN POWELL (BRITISH, 1775-1824)**

A convoy in distress off the North African coast  
signed 'CMPowell' (lower right)  
oil on canvas  
62 x 92cm (24 7/16 x 36 1/4in).

£4,000 - 6,000  
€4,500 - 6,800  
US\$5,000 - 7,500

**Provenance**

Anon. sale, Sotheby's, Billingshurst, 20 October 1992, lot 1171.  
with The Parker Gallery, London.



78



79

78 \*

**ATTRIBUTED TO THOMAS LUNY (BRITISH, 1759-1837)**

A naval schooner with other shipping off Dover  
oil on canvas  
81.5 x 109.5cm (32 1/16 x 43 1/8in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,500 - 3,700

**Provenance**

with Martyn Gregory, London.  
Private collection, US.

79

**THOMAS LUNY (BRITISH, 1759-1837)**

Coastal craft  
signed and dated 'Luny 1830' (lower left)  
oil on panel  
30 x 40.5cm (11 13/16 x 15 15/16in).

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,200 - 1,900

**Provenance**

Anon. sale, Christie's, London, 9 May 1969, lot 135.  
Private collection, UK.



80

**DOMINIC SERRES (BRITISH, 1722-1793)**

A Squadron of the Red just come to anchor at Spithead, with the commanding admiral heading ashore in his barge and some visiting ladies about to board the flagship  
signed and indistinctly dated 'D.Serres 179-' (lower right)

oil on canvas

56 x 71cm (22 1/16 x 27 15/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$12,000 - 19,000

**Provenance**

Private collection, UK.



81



82

81

**FRANCIS SWAINE (LONDON CIRCA 1720-1782)**

The Capture of the *Foudroyant* by HMS *Monmouth*, 28 February 1758

oil on canvas  
61 x 94cm (24 x 37in).

£800 - 1,200  
€910 - 1,400  
US\$1,000 - 1,500

82

**ATTRIBUTED TO RICHARD PATON (LONDON 1717-1791)**

The Fleet at anchor, Spithead

oil on canvas  
66 x 101.5cm (26 x 39 15/16in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,500 - 3,700

**Provenance**

Anon. sale, Sotheby's, London, 26 November 1975, lot 116.  
Acquired from the above sale by the present owner.



83



84

83 AR

**HENRY SCOTT (BRITISH, 1911-2005)**

*Flying Cloud at Sunset - Far Pacific*  
signed 'HENRY SCOTT' (lower left)  
oil on canvas  
40.5 x 56cm (15 15/16 x 22 1/16in).

£3,000 - 5,000  
€3,400 - 5,700  
US\$3,700 - 6,200

84 AR

**JOHN BENTHAM DINSDALE (BRITISH, 1927-2008)**

'The Chase of the *Brilliant*, July 1798'  
signed 'John Bentham.Dinsdale' (lower left),  
signed, titled and extensively inscribed (on  
canvas verso)  
oil on canvas  
75.9 x 102.2cm (29 7/8 x 40 1/4in).

£2,000 - 3,000  
€2,300 - 3,400  
US\$2,500 - 3,700

Inscribed verso as follows:  
'July 1798

The Chase of the *Brilliant*  
On 26 July 1798 the small frigate *Brilliant*  
fell in with two large and well armed French  
frigates (the *Vertu* 40 and the *Régénérée*)  
(*Brilliant* had only 26 guns). Both gave chase  
and *Brilliant* made all speed to be away. After  
a long and close chase in which *Brilliant*  
jettisoned anchors and all available, however  
it became obvious to her commander Capt  
Henry Blackwood she would be overtaken  
so he hauled his ship across the bows of  
the *Régénérée* and fired a broadside with so  
much unexpected damage that during the  
night *Brilliant* got away.'



85



86

85 AR

**HENRY SCOTT (BRITISH, 1911-2005)**

'Sunset - North Pacific'  
signed 'Henry Scott' (lower right) and titled  
'SUNSET - NORTH PACIFIC' (on canvas  
overlap)

oil on canvas  
35.5 x 50.8cm (14 x 20in).

£2,500 - 3,500  
€2,800 - 4,000  
US\$3,100 - 4,400

86 AR

**JOHN BENTHAM DINSDALE (BRITISH,  
1927-2008)**

'The Action between H.M.S. *Frolic* and the  
U.S. ship *Wasp*, 18th October 1812'  
signed and dated 'John Bentham  
Dinsdale/72' (lower left), also signed, titled  
and extensively inscribed (verso)  
oil on canvas

50.8 x 76.2cm (20 x 30in).

£1,200 - 1,800  
€1,400 - 2,000  
US\$1,500 - 2,200

Inscribed verso as follows:

'H.M.S. *Frolic* escorting a convoy of  
Merchantmen from the Caribbean/to England  
met with the U.S.S. *Wasp*. A heavy sea  
was running & *Frolic*/had already lost her  
Main yard & suffered damage to the main  
top mast./This is the scene shortly after the  
action commenced. After losing one/half her  
crew & extensive damage *Frolic* hauled down  
her colours. Very soon/after, however, *Wasp*  
was forced to surrender to a superior British  
ship *Poictiers* (a 74).'



87



88

87 AR

**BARRY MASON (BRITISH, B. 1952)**

Breaking the line  
signed 'Barry Mason' (lower right)  
oil on canvas  
44.5 x 69cm (17 1/2 x 27 3/16in).

£1,200 - 1,800  
€1,400 - 2,000  
US\$1,500 - 2,200

88 AR

**BARRY MASON (BRITISH, BORN 1947)**

The Glorious First of June, 1794  
signed 'Barry Mason' (lower left)  
oil on canvas  
49 x 74cm (19 5/16 x 29 1/8in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$1,900 - 2,500



89 AR

**BARRY MASON (BRITISH, BORN 1947)**

'The Fatal Embrace - Battle of Trafalgar, 21st October 1805'

signed 'Barry Mason' (lower right)

oil on canvas

60.4 x 120.7cm (23 3/4 x 47 1/2in).

£10,000 - 15,000

€11,000 - 17,000

US\$12,000 - 19,000

Please note that this work is accompanied by a letter from the artist describing the scene as follows:

'The Fatal Embrace

Battle of Trafalgar - 21st Oct 1805

Ships L to R

*San Justo* sp.74, *Neptune* Fr.80, (distance)*Royal Sovereign* Br.100

*Santa Ana* Sp.112. *Fougueux* Fr.74. *Téméraire* Br.98 *Redoutable*

Fr.74. *Victory* Br.100. (distance) *Britannia* Br.100. *Bucentaure* Fr.80.

*Victory* and *Téméraire* are locked in mortal combat with the smaller 74 gun *Redoutable* who is refusing to yield despite the overwhelming size and firepower of the two British ships. *Fougueux* is about to join the fray down *Téméraire*'s starboard side and the *Neptune* (left foreground) pours broadsides into *Téméraire*'s flanks. Off to the right the French flagship, *Bucentaure* lies a total wreck after her mauling by *Victory*.

Barry Mason'

90<sup>AR</sup>

**JOHN STEVEN DEWS (BRITISH, BORN 1949)**

*Taeping* and *Ariel*, the Great Tea Race of 1866  
signed 'J. Steven Dewes' (lower left)  
oil on canvas  
76 x 101.5cm (29 15/16 x 39 15/16in).

£12,000 - 18,000

€14,000 - 20,000

US\$15,000 - 22,000

Despite the significant technological developments in steam navigation during the third quarter of the nineteenth century, the ships which constantly attracted most public attention in that era were the legendary tea clippers which, although entirely powered by the wind, were unquestionably the fastest commercial sailing vessels the world had ever seen. Two in particular of these remarkable thoroughbreds – *Ariel* and *Taeping* – were amongst the most celebrated of their breed and *Ariel* was even referred to as “the fastest thing the wind ever drove through the water”. The so-called ‘clippers’ of the 1850s were replaced, in the early 1860s, with a new generation of composite ships generically known as the ‘Greenock Model’, the lines of which were designed by Robert Steele, one of the foremost shipbuilders on the Clyde. In 1863, after completing his *Serica* and *Young Lochinvar* entirely in wood, Steele laid down and built his first composite clipper [of wooden planks laid upon iron frames] and named her *Taeping*. Registered at 767 tons and measuring 184 feet in length with a 31 foot beam, she proved a huge success thanks to her uncanny ability to excel in light winds as well as anything stronger. After a good maiden voyage in 1864, despite being disabled in a typhoon off Formosa and being forced into Amoy for repairs, she ran home in 104 days in 1865 only to eclipse that achievement with her memorable 99-day performance the following year [see below]. First home with the new season’s tea in 1867 and again in 1870, her final voyage the next year ended in premature disaster when she was wrecked on Ladd’s Reef in the South China Sea on 22nd September 1871.

Like *Taeping*, *Ariel* was also the product of Robert Steele’s yards at Greenock and was launched on 19th June 1865. Registered at 852 tons and 198 feet in length with a 34 foot beam, she too proved extraordinarily fast and fulfilled all the expectations that accompanied Steele’s clippers right from the start. Ordered by Shaw, Lowther &

Maxton of London, she and *Taeping* shared the honour of being first home with the 1866 tea crop whilst her next passage out – 79 days from Gravesend to Hong Kong (pilot to pilot) – was the fastest ever recorded. In the 1870-71 season she carried tea from Yokohama to New York but her brilliant career was cut short when she disappeared at sea sometime after leaving London, bound for Sydney, on 31st January 1872 and was never heard of again.

**THE GREAT TEA RACE OF 1866:**

By the mid-1860s, the clippers’ annual homeward passage with the new season’s tea crop had become a race and the contest fought out in 1866 became the most famous of them all. At the end of May that year, four of the tea trade’s fastest carriers - *Ariel*, *Fiery Cross*, *Serica* and *Taeping* – were all loading cargo at Foochow; *Ariel* cleared the dockside first but minor problems with tugs and tides in the estuary delayed all four until, by noon on 30th May, the memorable quartet of contenders were all in open water. The run home to England proved heroic, with the four ships passing and re-passing each other on many occasions, but by the time *Ariel* and *Taeping* reached the Scillies, they were out in front with *Serica* a few hours astern. Practically neck-and-neck, the two leading clippers raced up the English Channel logging 14 knots for much of 5th September. At 8 o’clock the next morning, *Ariel* signalled her number off Deal with *Taeping* only ten minutes behind her. Reaching the Nore, *Taeping* picked up the better of the two available tugs and arrived off Gravesend to await the tide just ahead of her running mate. Still a race to the last, *Taeping* – drawing less water than her rival – docked in London at 9.47pm., *Ariel* tied up at 10.13pm. and *Serica* got in at 11.30pm., just as the dock gates were closing. It was a breathtaking finish to the 99-day dash across the world and the closest result possible to a dead heat.





91



92

91

**JOHANN BAPTIST WEISS (GERMAN, 1812-1879)**

Channel Packets entering Dieppe  
signed 'JWeiss' (lower right)  
oil on canvas  
42.2 x 58.4cm (16 5/8 x 23in).

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,200 - 1,900

92

**PIETER CHRISTIAN DOMMENSEN (DUTCH, 1865-1913)**

On the isle of Arneland, Holland  
signed and dated 'P.C.Dommersen 1893' (lower right), artist's seal  
and bears title (on panel verso)  
oil on panel  
27.9 x 38.1cm (11 x 15in).

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,200 - 1,900



93



94

93

**PIETER CHRISTIAN DOMMENSEN (DUTCH, 1865-1913)**

Busy shipping scene off Amsterdam  
signed and dated 'P.C.Dommersen 1890' (lower left), inscribed  
'Amsterdam' with artist's seal (on panel verso)  
oil on panel  
47 x 73.6cm (18 1/2 x 29in).

**£4,000 - 6,000**  
**€4,500 - 6,800**  
**US\$5,000 - 7,500**

**Provenance**

with Haynes Fine Art, Broadway.  
Private collection, UK.

94

**P. GERKENBURG (DUTCH, 20TH CENTURY)**

Dutch shipping in choppy waters  
signed 'P.Gerkenburg' (lower right)  
oil on canvas  
50.2 x 70.5cm (19 3/4 x 27 3/4in).

**£1,000 - 1,500**  
**€1,100 - 1,700**  
**US\$1,200 - 1,900**



95

95

**JAMES WEBB (BRITISH, 1825-1895)**

A breezy day, Portsmouth  
 signed and dated 'James Webb/1869' (lower right), transcribed  
 inscription 'Portsmouth/Painted by/James Webb' (on canvas verso)  
 oil on canvas  
 92.1 x 137.5cm (36 1/4 x 54 1/8in).approx 90 x 134cm

**£6,000 - 8,000**  
**€6,800 - 9,100**  
**US\$7,500 - 9,900**

**Provenance**

Anon. sale, Christie's, London, 26 June 1987, lot 16.  
 Private collection, UK.

96

**DAVID JAMES (BRITISH, 1853-1904)**

'Evening at Porth, North Cornwall Tide'  
 signed and dated 'D.James 88' (lower right), signed, dated and titled  
 (on canvas verso)  
 oil on canvas  
 45.5 x 76cm (17 15/16 x 29 15/16in).

**£2,000 - 3,000**  
**€2,300 - 3,400**  
**US\$2,500 - 3,700**

97

**JAMES WEBB (BRITISH, 1825-1895)**

'At Portmadoc, North Wales'  
 signed 'James Webb' (lower right), signed, dated 1876-77, titled and  
 extensively inscribed (on canvas verso)  
 oil on canvas  
 41.5 x 67.5cm (16 5/16 x 26 9/16in).

**£1,500 - 2,000**  
**€1,700 - 2,300**  
**US\$1,900 - 2,500**



96



97



98



99

98 AR

**BARRY MASON (BRITISH, B. 1952)**

'Pagoda Anchorage, Min River, 1868'  
signed 'Barry Mason' (lower left), signed, inscribed with title  
and further inscribed 'Ships L to R LAHLOO, SIR LANCELOT,  
SPINDRIFT/ Barry Mason' (on canvas verso)

oil on canvas  
30.5 x 55.5cm (12 x 21 7/8in).

£1,000 - 1,400  
€1,100 - 1,600  
US\$1,200 - 1,700

99 AR

**LESLIE ARTHUR WILCOX (BRITISH, 1904-1982)**

The boat yard  
signed 'L. A. WILCOX' (lower right)  
oil on canvas  
51 x 61cm (20 1/16 x 24in).

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,200 - 1,900



100



101

100 AR

**BARRY MASON (BRITISH, BORN 1947)**

'Afterglow - *Lothair*'  
signed 'Barry Mason' (lower left) and further signed and inscribed  
"Afterglow-LOTHAIR"/Killick Martin's Clipper in the/Western Channel  
at dusk sometime/in the early 1870's/Barry Mason' (verso)  
oil on canvas  
64.8 x 100.4cm (25 1/2 x 39 1/2in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$1,900 - 2,500

101 AR

**BARRY MASON (BRITISH, BORN 1947)**

'An Impression of the Thames c. 1900'  
signed 'Barry Mason' (lower left), signed, titled and indistinctly  
inscribed 'Barry Mason' (on board verso)  
oil on board  
30.5 x 46cm (12 x 18 1/8in).

£800 - 1,200  
€910 - 1,400  
US\$1,000 - 1,500



102 AR

**JOHN STEVEN DEWS (BRITISH, BORN 1949)**

'Norwegian barque "*Petrellen*", Mounts Bay 1883'  
signed 'J.Steven Dewes' (lower left), titled (on frame verso)  
oil on canvas  
61 x 91.5cm (24 x 36in).

£6,000 - 8,000

€6,800 - 9,100

US\$7,500 - 9,900



103 AR

**LOUIS DODD (BRITISH, 1943-2006)**

'The United States Ship of the Line *Ohio* in Boston Harbour Shewing  
the City and Naval Shipyard, 1838'

signed 'Louis Dodd' (lower right) and titled (on slip)

oil on panel

50.8 x 76.2cm (20 x 30in).

£5,000 - 7,000

€5,700 - 7,900

US\$6,200 - 8,700



104

104

**PIETER CORNELIS DOMMERSEN  
(DUTCH, 1833-1918)**

Pulling in the nets; Coastal craft, a pair  
the first signed with initials and dated 'PCD  
60' (lower left); the second signed with initials  
and dated 'PCD 1860' (lower right)  
oil on canvas  
28.5 x 42.5cm (11 1/4 x 16 3/4in). (2)

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,200 - 1,900

105

**HENRY REDMORE (BRITISH, 1820-1887)**

Shipping off Whitby  
signed and indistinctly dated 'H. Redmore/...'  
(lower left)  
oil on canvas  
30.5 x 50.8cm (12 x 20in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$1,900 - 2,500

**Provenance**

with Frost & Reed, London, stock no. 48010  
(referenced as a pair)

106

**THOMAS WHITCOMBE (BRITISH, CIRCA  
1752-1824)**

A cutter under way with British naval frigates  
off the coast of Dover  
signed and dated 'ThosWhitcombe 1806' (on  
floating spar lower right)  
oil on canvas  
58.4 x 86.3cm (23 x 34in).

£5,000 - 7,000  
€5,700 - 7,900  
US\$6,200 - 8,700

107

**HENRY REDMORE (BRITISH, 1820-1887)**

Calm day on the Humber  
signed and dated 'H Redmore/1865' (lower  
left)  
oil on canvas  
25.4 x 40.6cm (10 x 16in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$1,900 - 2,500



104



105



106



107

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.



108



109



110

108

**HERMANUS KOEKKOEK (DUTCH, 1815-1882)**

Dutch coastal landscape  
signed with initials 'H:K.' (lower centre left)  
oil on panel  
26.6 x 36.2cm (10 1/2 x 14 1/4in).

£4,000 - 6,000  
€4,500 - 6,800  
US\$5,000 - 7,500

109 \*

**ABRAHAM HULK (DUTCH, 1813-1897)**

A Dutch galliot off the coast  
signed 'A Hulk' (lower right)  
oil on canvas  
30.5 x 39.5cm (12 x 15 9/16in).

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,200 - 1,900

110

**VILHELM MELBYE (DANISH, 1824-1882)**

Shipping off the Barbary Coast  
signed and dated 'W.Melby.1854' (lower right) and bears artist's  
name and address 'W Melby 26 Edward Street Portman Sqr.' (on  
stretcher verso)  
oil on canvas  
67.3 x 107.3cm (26 1/2 x 42 1/4in).

£7,000 - 10,000  
€7,900 - 11,000  
US\$8,700 - 12,000



111

111 AR

**TIMOTHY FRANKLIN ROSS THOMPSON (BRITISH, BORN 1951)**

*Victory and Agamemnon*  
signed 'TFThompson' (lower right)  
oil on canvas  
51 x 76.5cm (20 1/16 x 30 1/8in).

£6,000 - 8,000  
€6,800 - 9,100  
US\$7,500 - 9,900

112

**JACK SPURLING (BRITISH, 1871-1933)**

The clipper ship *Euphrosyne*  
signed and dated 'J.Spurling./1930' (lower left)  
watercolour and bodycolour  
36.2 x 51.4cm (14 1/4 x 20 1/4in).

£4,000 - 6,000  
€4,500 - 6,800  
US\$5,000 - 7,500

1,905 tons, length 270ft 6in, beam 40ft, depth 23ft 4in

*Euphrosyne* was built in Glasgow in 1885 by Robert Duncan for C.S. Caird. She was a powerful, weatherly and fast ship, able to reach 13 knots and occasionally 15 knots. A general trader, she voyaged various routes with differing cargo. In her maiden voyage she carried coal from the Clyde to San Francisco. From there wheat to Liverpool, salt to Calcutta and linseed to Australia. Then finally coal to San Francisco and grain to England. In 1907, she was sold to Norwegian owners. In 1911, a steamer ran into her in the English Channel. The ship sank but the crew managed to get away.

113

**JACK SPURLING (BRITISH, 1871-1933)**

The full-rigger *Slieve Roe*  
signed and dated 'J.Spurling./1930' (lower left)  
watercolour and bodycolour  
35.5 x 50.8cm (14 x 20in).

£4,000 - 6,000  
€4,500 - 6,800  
US\$5,000 - 7,500

**Provenance**

Anon. sale, Christie's, London, 5 June 2014, lot 89.



112



113



114



115

114 AR

**CHARLES PEARS, RSMA (BRITISH, 1873-1958)**

Sailing in open waters with a barque on the horizon  
signed 'Chas. PEARS' (lower left)

oil on canvas

51 x 76.5cm (20 1/16 x 30 1/8in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,500 - 3,700

115 AR

**FRANCIS RUSSELL FLINT (BRITISH, 1915-1977)**

A Brazilian naval review  
signed 'Francis R. Flint' (lower right)

oil on canvas

50.1 x 75.6cm (19 3/4 x 29 3/4in).

£1,200 - 1,800

€1,400 - 2,000

US\$1,500 - 2,200



116 \* AR

**MONTAGUE DAWSON (BRITISH, 1890-1973)**

At full sail on the high seas  
signed 'Montague Dawson' (lower left)  
oil on canvas  
61 x 92cm (24 x 36 1/4in).

£20,000 - 30,000

€23,000 - 34,000

US\$25,000 - 37,000

**Provenance**

with Galerie Marumo, Paris;  
Acquired from the above by the present owner.



117

117

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

A Cunard liner departing from Liverpool on her maiden voyage to New York signed 'Charles Dixon' (lower right) en grisaille  
26 x 44.4cm (10 1/4 x 17 1/2in).

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,200 - 1,900

**Provenance**

Anon. sale, Sotheby's, London, 30th May 1990, lot 292.  
with the Royal Exchange Art Gallery, London.



118

118

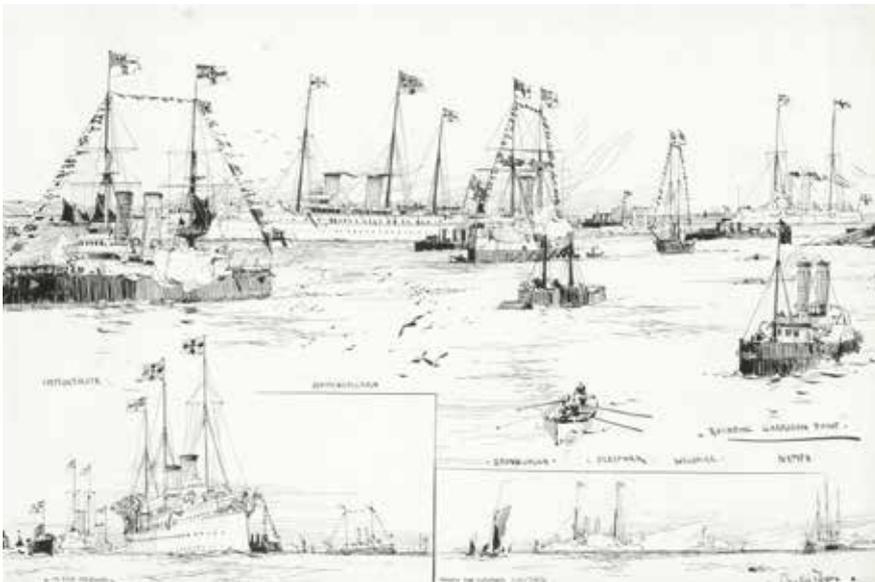
**CHARLES EDWARD DIXON (BRITISH, 1872-1934)**

'Some of the Fleet' - Spithead, July 1912 signed, inscribed and dated 'Charles Dixon. Spithead. July 1912' (lower right) and further inscribed throughout en grisaille  
19.7 x 50.1cm (7 3/4 x 19 3/4in).

£800 - 1,200  
€910 - 1,400  
US\$1,000 - 1,500

**Provenance**

Anon. sale, Phillips, London, 10 September 1984, lot 34.



119

119

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

'Rounding Garrison Point - In the Medway - Nymph and Sleipner Saluting' signed 'Charles Dixon' (lower right) and extensively inscribed throughout pen and ink with traces of blue pencil  
25.4 x 38.1cm (10 x 15in).

£600 - 800  
€680 - 910  
US\$750 - 1,000



120



121

120

**ALMA CLAUDE BURLTON CULL (BRITISH, 1880-1931)**

A convoy of Dazzle ships  
signed and dated 'A.B. Cull 1920' (lower left)  
watercolour  
21.5 x 35.5cm (8 7/16 x 14in).

**£1,500 - 2,000**  
**€1,700 - 2,300**  
**US\$1,900 - 2,500**

121<sup>AR</sup>

**FRANK HENRY MASON (BRITISH, 1875-1965)**

A British battleship being towed out of harbour  
signed 'Frank. H.MASON' (lower right)  
watercolour and bodycolour  
33 x 49.2cm (13 x 19 3/8in).

**£800 - 1,200**  
**€910 - 1,400**  
**US\$1,000 - 1,500**



122 \*

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

RMS *Olympic* off New York

signed and dated 'Charles Dixon 1910' (lower left)

oil on canvas

58.5 x 92cm (23 1/16 x 36 1/4in).

£8,000 - 12,000

€9,100 - 14,000

US\$9,900 - 15,000

**Provenance**

Anon. sale Sotheby's, New York, 13 September 1978, lot 128.

The collection of the late Mr Dean Winans Mathey Jnr.

Private collection, US.

Despite being constantly overshadowed by the memory of her more famous sister *Titanic*, the *Olympic* was nevertheless an extremely successful Atlantic liner in her own right. Built for the White Star Line by Harland & Wolff at Belfast, she was launched in October 1910, completed in May 1911, the year before *Titanic*, and entered service as the largest liner in the world. Registered at 45,324 tons gross, she measured 882 feet in length with a 92 foot beam and had accommodation for 2,021 passengers in three classes. Intended - with *Titanic* when she was ready - to entice custom away from the record-breaking Cunarders *Mauretania* and *Lusitania* with greatly enhanced luxury rather than increased speed, she had hardly begun her career when the loss of the *Titanic* dealt a crippling blow to White Star's aspirations and seriously undermined the company's financial position. Even before that tragedy however, *Olympic*'s own life had begun inauspiciously when, on 20th September 1911, only three months after completing her maiden voyage, she collided with the cruiser H.M.S. *Hawke* off Southampton Water leaving both vessels seriously damaged. *Olympic* was forced to return to Belfast for repairs, a journey she then had to repeat barely a year later when various alterations, including the installation of additional lifeboats, were undertaken in the aftermath of the *Titanic* disaster.

Back in service in April 1913, the outbreak of the Great War in 1914 disrupted her schedules yet again when she was taken up as a troopship almost immediately. From September 1915, when she was dazzle-painted, her trooping duties were mostly in the Mediterranean where she survived several submarine attacks in the next two years. On 12th May 1918, on her 22nd trooping voyage, she first of all avoided a torpedo salvo and then rammed and sank the German submarine responsible, U103, off the Lizard. After the Armistice and for the first half of 1919, she was employed repatriating Canadian and American troops and, by the time she returned to Belfast for refitting that August, she had safely carried over 200,000 men and earned herself the nickname "Old Reliable".

Refurbished, including conversion to oil-firing, by Harland & Wolff at a cost of £500,000, she resumed her Southampton - New York service in July 1920, turning in her fastest ever crossing of 5 days, 12 hours and 39 minutes in 1921. Following White Star's acquisition of the *Majestic* [the ex-German liner *Bismarck*] in 1922, *Olympic* at last had an effective running mate and for nearly ten years made a significant contribution to White Star's profits as well as the line's reputation. Despite her best efforts, one of the most dramatic effects of the depressed world economy in the 1930s was the merger of White Star with their old rival Cunard in February 1934 but even this event was, to an extent, overtaken by what happened on 16th May the same year when *Olympic* rammed and sank the Nantucket lightship in thick fog with the loss of all seven lightkeepers' lives. Perhaps it was coincidental given her increasing age but, within a year, *Olympic* was laid up at Southampton and had been partially dismantled at Jarrow by the end of 1935, with what was left of her hull finally scrapped at Inverkeithing in 1937.

Previous owner of this painting, Mr Dean Winans Mathey Jnr., was son to Dean Mathey (1890-1972) and Gertrude Mathey (nee Winans) (1890-1949). Following his mother's death Mathey's father remarried Helen Behr (nee Monypeny Newsom) (?-1965), widow to Wimbledon and Davis Cup finalist Karl Behr (1885-1949). Famously, Karl accompanied Helen on board *Titanic*. Following the ships collision with the iceberg, whilst on board their lifeboat, Karl reputedly asked Helen to marry him. They were to marry within a year of the disaster.

Considering the date of this painting to 1910 and the fact that her maiden voyage to New York was not until 1911, this work must be an imagined scene, perhaps commissioned in celebration of *Olympic*'s launch.



123



124

123

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

HMS *Queen Elizabeth* leading other capital ships of the fleet  
signed and dated 'Charles Dixon/1915' (lower left)  
watercolour and bodycolour  
43.2 x 79cm (17 x 31 1/8in).

£1,500 - 2,000  
€1,700 - 2,300  
US\$1,900 - 2,500

124 <sup>AR</sup>

**FRANK WATSON WOOD (BRITISH, 1862-1953)**

HMS *Queen Elizabeth*, *Revenge*, *Ramillies* and *Royal Oak* of the Atlantic Fleet  
signed and dated 'FRANK WOOD 1921' (lower right)  
watercolour  
27 x 76.2cm (10 5/8 x 30in).

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,200 - 1,900

**Provenance**

The Collection of Admiral Sir Charles Madden, for whom this work was likely commissioned.  
Private collection, UK.

Admiral Sir Charles Madden became commander of the Atlantic Fleet in 1919. After taking over the position from Captain Beatty as full Admiral, he flew his flag on HMS *Queen Elizabeth*, depicted in the foreground.

Along with William Wyllie and John Lavery, Frank Wood was a guest of Admiral Sir Charles Madden on board HMS *Queen Elizabeth* to oversee the surrender of the German High Seas Fleet. In 1938, Wood would also be commissioned as the official artist to accompany George VI and Queen Elizabeth on their tour of Canada.



125 AR

**NORMAN WILKINSON (BRITISH, 1878-1971)**

Troops landing on 'C' beach, Suvla Bay, 7th August 1915 signed, inscribed and dated 'Norman Wilkinson/Sulva Bay. Aug. 1915' (lower left), also indistinctly inscribed with title, artist's name and date (on Fine Art Society label attached verso) watercolour with traces of pencil 36.2 x 53.6cm (14 1/4 x 21 1/8in).

£4,000 - 6,000

€4,500 - 6,800

US\$5,000 - 7,500

**Provenacne**

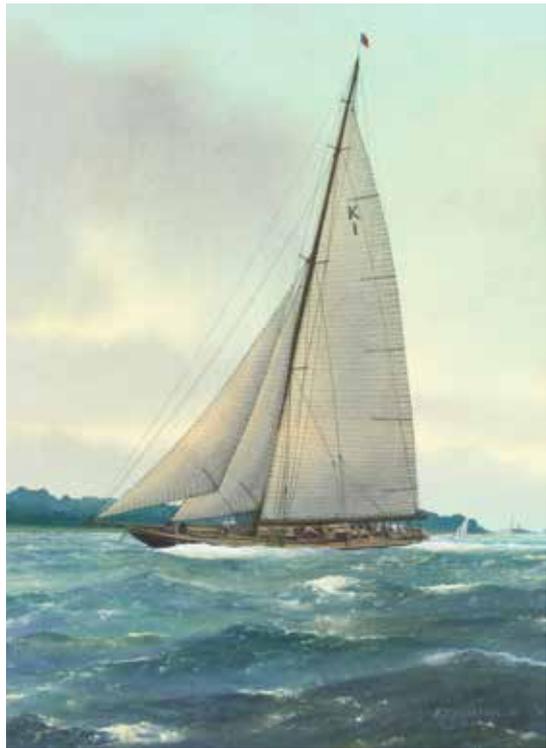
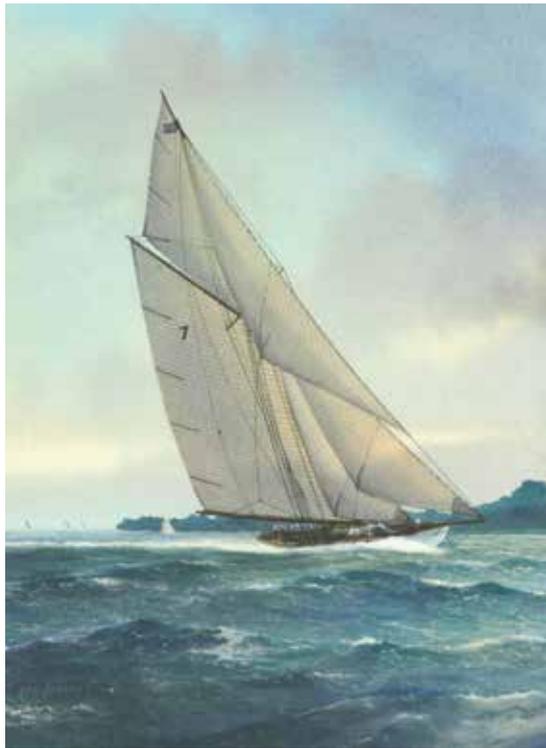
with The Fine Art Society, London.

Following the failed Allied naval attack on the Dardanelles Strait in March 1915 and subsequent large-scale land invasion which had begun in April, the Suvla Bay landings were organised as part of an 'August Offensive' against Turkish and German forces, intended to break the continued deadlock on the Gallipoli Peninsula. Mediterranean Commander-in-Chief Sir Ian Hamilton planned for the landings to simultaneously support a push to the Sari Bair ridge by Australian and New Zealand troops from Anzac Cove, just south of Suvla Bay on the Aegean coastline. An additional attack from the Allied beachhead at Helles, on the southern tip of the peninsula, was also planned.

Under the command of Sir Frederick Stopford, the Suvla Bay landings took place from 10pm on 6th August, with 20,000 troops of the newly formed British IX Corps (comprising of 10th (Irish) and

11th (Northern) Divisions) landing at pre-designated 'A', 'B' and 'C' beaches in the bay. After the remaining troops successfully landed the following morning, the immediate vicinity was secured but confused and delayed orders from Stopford to advance further, allowed time for Turkish reinforcements to arrive. It was not until the morning of 9th August that the British advance gathered momentum, by which time Turkish soldiers had taken the high ground above the Allied troops, and any chance to regain the upper-hand had disappeared, before trench warfare once again ensued. After the failure of the operation, together with those at Anzac Cove and Helles, General Stopford was relieved of his command on 15th August and questions were raised why a general close to retirement, with no previous battle experience, had been placed in charge.

During the Gallipoli Campaign Norman Wilkinson served with the Royal Naval Volunteer Reserve and later published a book documenting his time there - *The Dardanelles*, colour sketches from Gallipoli. This included several works relating to Suvla Bay and whilst he did not land, he closely observed events from the Admiral's temporary flagship HMS Chatham. In this watercolour, thought to be a more finished version of the illustration in the book 'Troops landing at "C" Beach, August 7', Wilkinson notes 'These troops were supporting the night-landing previously effected. A number of casualties were caused by bombs dropped from a hostile aeroplane and by Turkish shells'. This is brutally conveyed in the work, as a soldier lies face-down in the sand amid exploding shells in the distance. An oil painting by Wilkinson closely resembling this work is in the Imperial War Museum collection and was one of six Dardanelles works based on the 1915 sketches commissioned by the museum soon after the war.



126 AR

**FRANK J. GARDINER (BRITISH, BORN 1942)**

*Britannia; Yankee; Vigilant; and White Heather II*  
four works each signed and dated 'F.J.H Gardiner.91.' (three lower right, one lower left)

pen and ink and watercolour heightened with white  
*Britannia and White Heather: 37.5 x 28cm (14 3/4 x 11in); Vigilant and Yankee: 37.5 x 32.4cm (14 3/4 x 12 3/4in). (4)*

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,200 - 1,900

127 AR

**DAVID BRACKMAN (BRITISH, 1932-2008)**

*Susanne* off Hunters Quay  
signed and dated 'DAVID BRACKMAN 99'  
(lower left)  
bodycolour  
41.9 x 62.9cm (16 1/2 x 24 3/4in).

£800 - 1,200  
€910 - 1,400  
US\$1,000 - 1,500

**Provenance**

Private collection, UK (acquired directly from the artist).



127

128 AR

**GUY L'HOSTIS (FRENCH, BORN 1945)**

*Sincerity* racing in St. Tropez  
signed 'G LHOSTIS' (lower left) and  
indistinctly inscribed (lower right)  
watercolour  
34.9 x 48.9cm (13 3/4 x 19 1/4in).  
Together with 3 similar works by the same  
hand, each signed and inscribed, various  
sizes. (4)

£1,000 - 1,500  
€1,100 - 1,700  
US\$1,200 - 1,900

**Provenance**

with Oliver Swann Galleries, London.



128



128



129 AR

**BRIAN J. JONES RSMA (BRITISH, BORN 1945)**

'Mariquita, Moonbeam, St Tropez'; 'The Lady Anne and Tuiga, Cowes', a pair  
both signed 'BrianJJones' (the first lower left, the second lower right),  
both signed and titled (on artist's label verso)  
oil on canvas  
20.3 x 25.4cm (8 x 10in).(2)

**£1,500 - 2,000**

**€1,700 - 2,300**

**US\$1,900 - 2,500**



130



131

130

**BRIAN J. JONES RSMA (BRITISH, BORN 1945)**

'Power and Grace'  
signed 'Brian J Jones' (lower right), inscribed 'Marieta and Elanora,  
St Tropez' (on stretcher verso)  
oil on canvas  
56.5 x 91.5cm (22 1/4 x 36in).

**£2,000 - 3,000**  
**€2,300 - 3,400**  
**US\$2,500 - 3,700**

131

**RON CHARLES MITCHELL (BRITISH, BORN 1960)**

'Fife Cutters off the Royal Yacht Squadron'  
signed 'RCMitchell' (lower left), bears initialed artist's stamp and  
inscribed with title (on stretcher verso)  
oil on canvas  
76.5 x 112cm (30 1/8 x 44 1/8in).

**£1,500 - 2,000**  
**€1,700 - 2,300**  
**US\$1,900 - 2,500**

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# Bonhams

AUCTIONEERS SINCE 1793



## British & European Art

Montpelier Street, London | 12 November 2019 at 1pm

### ENQUIRIES

0207 393 3988

[anna.lloyd@bonhams.com](mailto:anna.lloyd@bonhams.com)

[bonhams.com/19thcentury](http://bonhams.com/19thcentury)

**SIR JOHN ALFRED ARNESBY BROWN,  
RA (BRITISH, 1866-1955)**

*Midsummer*

oil on canvas

100 x 138.5cm (39 3/8 x 54 1/2in)

£12,000 - 18,000 \*

# Bonhams

AUCTIONEERS SINCE 1793



## Travel & Exploration

Montpelier Street, London | 26 February 2020

We will be previewing this work and another significant oil by George Chinnery in our Hong Kong salerooms from 20th October until 20th November. Please contact the department for further information.

### ENQUIRIES

+44 207 393 3865

[travelpictures@bonhams.com](mailto:travelpictures@bonhams.com)

[bonhams.com/travelpictures](https://www.bonhams.com/travelpictures)

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

*A view of Macau looking towards  
the gardens of the Casa*  
oil on canvas

£70,000 - 100,000 \*

## 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*" or "you". Our List of Definitions and Glossary is incorporated into this *Notice to Bidders*. It is at Appendix 3 at the back of the *Catalogue*. Where words and phrases are used in this notice which are in the List of Definitions, they are printed in italics.

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

### 1. OUR ROLE

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

*Bonhams* does not owe or undertake or agree to any duty or responsibility to you in contract or tort (whether direct, collateral, express, implied or otherwise). If you successfully bid for a *Lot* and buy it, at that stage *Bonhams* does enter into an agreement with 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*.

#### **Estimates**

In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams*' opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any VAT or *Buyer's Premium* payable or any other fees payable by the *Buyer*, which are detailed in paragraph 7 of the *Notice to Bidders*, below. 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 *Seller* 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 equaling 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 *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the fall of the *Auctioneer's* hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*. At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

## 5. BIDDING

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 *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.

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

On the *Lot* being knocked down to the *Buyer*, a *Contract for Sale* of the *Lot* will be entered into between the *Seller* and the *Buyer* on the terms of the *Contract for Sale* set out in Appendix 1 at the back of the *Catalogue*. You will be liable to pay the *Purchase Price*, which is the *Hammer Price* plus any applicable VAT. At the same time, a separate contract is also entered into between us as *Auctioneers* and the *Buyer*. This is our *Buyer's Agreement*, the terms of which are set out in Appendix 2 at the back of the *Catalogue*. Please read the terms of the *Contract for Sale* and our *Buyer's Agreement* contained in the *Catalogue* in case you are the successful *Bidder* 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% up to £2,500 of the *Hammer Price*  
25% of the *Hammer Price* above £2,500 and up to £300,000  
20% of the *Hammer Price* above £300,000 and up to £3,000,000  
13.9% of the *Hammer Price* above £3,000,000

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*).

| <i>Hammer Price</i>          | Percentage amount |
|------------------------------|-------------------|
| From €0 to €50,000           | 4%                |
| From €50,000.01 to €200,000  | 3%                |
| From €200,000.01 to €350,000 | 1%                |
| From €350,000.01 to €500,000 | 0.5%              |
| Exceeding €500,000           | 0.25%             |

## 8. VAT

The prevailing rate of VAT at the time of going to press is 20%, but this is subject to government change and the rate payable will be the rate in force on the date of the *Sale*.

The following symbols, shown beside the *Lot* number, are used to denote that VAT is due on the *Hammer Price* and *Buyer's Premium*:

- † VAT at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω VAT on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- \* VAT on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*
- G Gold bullion exempt from VAT on the *Hammer Price* and subject to VAT at the prevailing rate on the *Buyer's Premium*
- Zero rated for VAT, no VAT will be added to the *Hammer Price* or the *Buyer's Premium*
- α *Buyers* from within the EU: VAT is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). *Buyers* from outside the EU: VAT is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a *Buyer*, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise *Bonhams* immediately.

In all other instances no VAT will be charged on the *Hammer Price*, but VAT at the prevailing rate will be added to *Buyer's Premium* which will be invoiced on a VAT inclusive basis.

## 9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus VAT and any other charges and Expenses to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. Payments made by anyone other than the registered *Buyer* will not be accepted. *Bonhams* reserves the right to vary the terms of payment at any time.

### **Bonhams' preferred payment method is by bank transfer.**

You may electronically transfer funds to our *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 *Lots* purchased by you at this *Sale* with notes or coins in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000, or the equivalent in the currency in which the *Sale* is conducted, at the time when payment is made. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins or notes; this limit applies to both payment at our premises and direct deposit into our bank account.

Debit cards 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 £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.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import 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 *Buyer's Agreement*. Please note that *Lots* comprising printed *Books*, unframed maps and bound manuscripts are not liable to VAT on the *Buyer's Premium*.

## 16. CLOCKS AND WATCHES

All *Lots* are sold "as is", and the absence of any reference to the condition of a clock or watch does not imply that the *Lot* is in good condition and without defects, repairs or restorations. Most clocks and watches have been repaired in the course of their normal lifetime and may now incorporate parts not original to them. Furthermore, *Bonhams* makes no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, *Bidders* should be aware that a general service, change of battery or further repair work, for which the *Buyer* is solely responsible, may be necessary. *Bidders* should be aware that the importation of watches such as Rolex, Frank Muller and Corum into the United States is highly restricted. These watches may not be shipped to the USA and can only be imported personally.

## 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

### **Proof of Firearms**

The term "proof exemption" indicates that a firearm has been examined at a Proof House, but not proved, as either (a) it was deemed of interest and not intended for use, or (b) ammunition was not available. In either case, the firearm must be regarded as unsafe to fire unless subsequently proved. Firearms proved for Black Powder should not be used with smokeless ammunition.

The term "Certificate of Unprovability" indicates that a firearm has been examined at a Proof House and is deemed both unsuitable for proof and use. Reproof is required before any such firearm is to be used.

### **Guns Sold as Parts**

Barrels of guns sold as parts will only be made available for sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

### **Condition of Firearms**

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations

and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the "of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

#### Original Gun Specifications Derived from Gunmakers

The Sporting Gun Department endeavours to confirm a gun's original specification and date of manufacture with makers who hold their original records.

#### Licensing Requirements

##### Firearms Act 1968 as amended

*Bonhams* is constantly reviewing its procedures and would remind you that, in the case of firearms or shotguns subject to certification, to conform with current legislation, *Bonhams* is required to see, as appropriate, your original registered firearms dealer's certificate / shot gun certificate / firearm certificate / museum firearms licence / Section 5 authority or import licence (or details of any exemption from which you may benefit, for instance Crown servant status) for the firearm(s) you have purchased prior to taking full payment of the amount shown on your invoice. Should you not already be in possession of such an authority or exemption, you are required to initially pay a deposit of 95% of the total invoice with the balance of 5% payable on presentation of your valid certificate or licence showing your authority to hold the firearm(s) concerned.

Please be advised that if a successful *Bidder* is then unable to produce the correct paperwork, the *Lot(s)* will be reoffered by *Bonhams* in the next appropriate *Sale*, on standard terms for *Sellers*, and you will be responsible for any loss incurred by *Bonhams* on the original *Sale* to you.

In the case of RFD certificates and Section 5 authorities, we wish to keep an up-to-date copy on file. Please supply us with a Fax or photocopy. It would be helpful if you could send us an updated copy whenever your certificate or authority is renewed or changed.

*Lots* marked 'S1' and bearing red labels are Section 1 firearms and require a valid British Firearms certificate, RFD Licence or import licence.

*Lots* marked 'S2' and bearing blue labels are Section 2 firearms and require a valid British Shotgun certificate, RFD licence or import licence.

*Lots* marked 'S5' and bearing specially marked red labels are Section 5 prohibited firearms and require a valid Section 5 Authority or import licence.

*Lots* marked with a 'S58' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked *Lots* require no licence.

Please do not hesitate to contact the Modern Sporting Gun Department should you have any queries.

#### Taxidermy and Related Items

On behalf of the *Seller* of these articles, *Bonhams* undertakes to comply fully with Cites and DEFRA regulations. *Buyers* are advised to inform themselves of all such regulations and should expect the exportation of items to take some time to arrange.

## 18. FURNITURE

#### Upholstered Furniture

Whilst we take every care in cataloguing furniture which has been upholstered we offer no *Guarantee* as to the originality of the wood covered by fabric or upholstery.

## 19. JEWELLERY

#### Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. *Bidders* should be aware that *Estimates* assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed *Descriptions* of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that *Bonhams* has been given or has obtained certificates for any *Lot* in the *Sale* these certificates will be disclosed in the *Catalogue*. Although, as a matter of policy, *Bonhams* endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each *Lot*. In the event that no certificate is published in the *Catalogue*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyers* on any *Lots* subsequent to the *Sale*.

#### Estimated Weights

If a stone(s) weight appears within the body of the *Description* in capital letters, the stone(s) has been unmounted and weighed by *Bonhams*. If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within its/their settings, and the stated weight is a statement of our opinion only. This information is given as a guide and *Bidders* should satisfy themselves with regard to this information as to its accuracy.

#### Signatures

##### 1. A diamond brooch, by Kutchinsky

When the maker's name appears in the title, in *Bonhams'* opinion the piece is by that maker.

##### 2. A diamond brooch, signed Kutchinsky

Has a signature that, in *Bonhams'* opinion, is authentic but may contain gemstones that are not original, or the piece may have been altered.

##### 3. A diamond brooch, mounted by Kutchinsky

Has been created by the jeweller, in *Bonhams'* opinion, but using stones or designs supplied by the client.

## 20. PHOTOGRAPHS

#### Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

## 21. PICTURES

#### Explanation of Catalogue Terms

The following terms used in the *Catalogue* have the following meanings but are subject to the general provisions relating to *Descriptions* contained in the *Contract for Sale*:

- "Jacopo Bassano": in our opinion a work by the artist. When the artist's forename(s) is not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named;
- "Attributed to Jacopo Bassano": in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category;
- "Studio/Workshop of Jacopo Bassano": in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist's direction;
- "Circle of Jacopo Bassano": in our opinion a work by a hand closely associated with a named artist but not necessarily his pupil;
- "Follower of Jacopo Bassano": in our opinion a work by a painter working in the artist's style, contemporary or nearly contemporary, but not necessarily his pupil;
- "Manner of Jacopo Bassano": in our opinion a work in the style of the artist and of a later date;
- "After Jacopo Bassano": in our opinion, a copy of a known work of the artist;
- "Signed and/or dated and/or inscribed": in our opinion the signature and/or date and/or inscription are from the hand of the artist;
- "Bears a signature and/or date and/or inscription": in our opinion the signature and/or date and/or inscription have been added by another hand.

## 22. PORCELAIN AND GLASS

#### Damage and Restoration

For your guidance, in our *Catalogues* we 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 follows:

Under 15 years old – into neck or less than 4cm  
 15 to 30 years old – top shoulder (ts) or up to 5cm  
 Over 30 years old – high shoulder (hs) or up to 6cm

It should be noted that ullages may change between publication of the *Catalogue* and the *Sale* and that corks may fail as a result of transporting the wine. We will only accept responsibility for *Descriptions* of condition at the time of publication of the *Catalogue* and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

### Options to buy parcels

A parcel is a number of *Lots* of identical size of the same wine, bottle size and *Description*. The *Buyer* of any of these *Lots* has the option to accept some or all of the remaining *Lots* in the parcel at the same price, although such options will be at the *Auctioneer's* sole discretion. Absentee *Bidders* are, therefore, advised to bid on the first *Lot* in a parcel.

### Wines in Bond

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

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

*Buyers* outside the UK must be aware that any forwarding agent appointed to export their purchases must have a movement certificate for *Lots* to be released under Bond.

### Bottling Details and Case Terms

The following terms used in the *Catalogue* have the following meanings:

CB – Château bottled  
 DB – Domaine bottled  
 EstB – Estate bottled  
 BB – Bordeaux bottled  
 BE – Belgian bottled  
 FB – French bottled  
 GB – German bottled  
 OB – Oporto bottled  
 UK – United Kingdom bottled  
 owc – original wooden case  
 iwc – individual wooden case  
 oc – original carton

### SYMBOLS

#### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.  
 TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.  
 W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.  
 Δ Wines lying in Bond.  
 AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties

under the Artists Resale Right Regulations 2006. See clause 7 for details.

- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Φ This *Lot* contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

•, †, \*, G, Ω, α see clause 8, VAT, for details.

### DATA PROTECTION – USE OF YOUR INFORMATION

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

### APPENDIX 1

#### CONTRACT FOR SALE

**IMPORTANT: These terms may be changed in advance of the Sale of the Lot to you, by the setting out of different terms in the Catalogue for the Sale and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or 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 any.**

**Under this contract the Seller's liability in respect of the quality of the Lot, its fitness for any purpose and its conformity with any Description is limited. You are strongly advised to examine the Lot for yourself and/or obtain an independent examination of it before you buy it.**

#### 1 THE CONTRACT

- 1.1 These terms 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 UNDERTAKINGS

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

- 3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with 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*.

|          |  |          |  |          |  |
|----------|--|----------|--|----------|--|
| <b>4</b> | <b>FITNESS FOR PURPOSE AND SATISFACTORY QUALITY</b>  | 7.2      | The <i>Seller</i> is entitled to withhold possession from you of any other <i>Lot</i> he has sold to you at the same or at any other <i>Sale</i> and whether currently in <i>Bonhams'</i> possession or not, until payment in full and in cleared funds of the <i>Purchase Price</i> and all other sums due to the <i>Seller</i> and/or <i>Bonhams</i> in respect of the <i>Lot</i> .  | 8.1.8    | to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;  |
| 4.1      | The <i>Seller</i> 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 <i>Lot</i> or its fitness for any purpose.  | 7.3      | You should note that <i>Bonhams</i> has reserved the right not to release the <i>Lot</i> to you until its investigations under paragraph 3.11 of the <i>Buyers' Agreement</i> set out in Appendix 2 have been completed to <i>Bonhams'</i> satisfaction.   | 8.1.9    | to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i> ) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and  |
| 4.2      | The <i>Seller</i> 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 <i>Lot</i> or its fitness for any purpose.   | 7.4      | You will collect and remove the <i>Lot</i> at your own expense from <i>Bonhams'</i> custody and/ or control or from the <i>Storage Contractor's</i> custody in accordance with <i>Bonhams'</i> instructions or requirements.   | 8.1.10   | so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.  |
| <b>5</b> | <b>RISK, PROPERTY AND TITLE</b>  | 7.5      | You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i> .   | 8.2      | You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i> ) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.                      |
| 5.1      | Risk in the <i>Lot</i> passes to you after 7 days from the day upon which it is knocked down to you on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> , or upon collection of the <i>Lot</i> if earlier. The <i>Seller</i> will not be responsible thereafter for the <i>Lot</i> prior to you collecting it from <i>Bonhams</i> or the <i>Storage Contractor</i> , with whom you have separate contract(s) as <i>Buyer</i> . You will indemnify the <i>Seller</i> and keep the <i>Seller</i> fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the <i>Lot</i> beyond 7 days from the day of the fall of the <i>Auctioneer's</i> hammer until you obtain full title to it.  | 7.6      | You will be wholly responsible for any removal, storage or other charges or expenses incurred by the <i>Seller</i> if you do not remove the <i>Lot</i> in accordance with this paragraph 7 and will indemnify the <i>Seller</i> against all charges, costs, including any legal costs and fees, expenses and losses suffered by the <i>Seller</i> by reason of your failure to remove the <i>Lot</i> including any charges due under any <i>Storage Contract</i> . All such sums due to the <i>Seller</i> will be payable on demand. |          |  |
| 5.2      | Title to the <i>Lot</i> remains in and is retained by the <i>Seller</i> until: (i) the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> in relation to the <i>Lot</i> have been paid in full to and received in cleared funds by <i>Bonhams</i> , and (ii) <i>Bonhams</i> has completed its investigations pursuant to clause 3.11 of the <i>Buyer's Agreement</i> with <i>Bonhams</i> set out in Appendix 2 in the catalogue.  | <b>8</b> | <b>FAILURE TO PAY FOR THE LOT</b>  | 8.3      | On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.  |
| <b>6</b> | <b>PAYMENT</b>   | 8.1      | If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> , the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):   |          |  |
| 6.1      | Your obligation to pay the <i>Purchase Price</i> arises when the <i>Lot</i> is knocked down to you on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .  | 8.1.1    | to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;   | <b>9</b> | <b>THE SELLER'S LIABILITY</b>  |
| 6.2      | Time will be of the essence in relation to payment of the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> . Unless agreed in writing with you by <i>Bonhams</i> on the <i>Seller's</i> behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to <i>Bonhams</i> by you in the currency in which the <i>Sale</i> was conducted by not later than 4.30pm on the second working day following the <i>Sale</i> and you must ensure that the funds are cleared by the seventh working day after the <i>Sale</i> . Payment must be made to <i>Bonhams</i> by one of the methods stated in the <i>Notice to Bidders</i> unless otherwise agreed with you in writing by <i>Bonhams</i> . If you do not pay in full any sums due in accordance with this paragraph, the <i>Seller</i> will have the rights set out in paragraph 8 below. | 8.1.2    | to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;   | 9.1      | The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .   |
| <b>7</b> | <b>COLLECTION OF THE LOT</b>   | 8.1.3    | to retain possession of the <i>Lot</i> ;   | 9.2      | Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.   |
| 7.1      | Unless otherwise agreed in writing with you by <i>Bonhams</i> , the <i>Lot</i> will be released to you or to your order only when: (i) <i>Bonhams</i> has received cleared funds to the amount of the full <i>Purchase Price</i> and all other sums owed by you to the <i>Seller</i> and to <i>Bonhams</i> and (ii) <i>Bonhams</i> has completed its investigations pursuant to clause 3.11 of the <i>Buyer's Agreement</i> with <i>Bonhams</i> set out in Appendix 2 in the catalogue.  | 8.1.4    | to remove and store the <i>Lot</i> at your expense;  | 9.3      | Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,   |
|          |  | 8.1.5    | to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;  | 9.3.1    | the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ; |
|          |  | 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 <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i> ) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;                |          |  |

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| <p>9.3.2 the <i>Seller</i> will not be liable for any loss of <i>Business</i>, <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;</p>   | <p>10.5 If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.</p>  | <p><b>1 THE CONTRACT</b></p>  |
| <p>9.3.3 in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i>, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.</p> | <p>10.6 References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents and to any subsidiary of <i>Bonhams</i> Holdings Limited and to its officers, employees and agents.</p>  | <p>1.1 These terms govern the contract between <i>Bonhams</i> personally and the <i>Buyer</i>, being the person to whom a <i>Lot</i> has been knocked down by the <i>Auctioneer</i>.</p>  |
| <p>9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.</p>   | <p>10.7 The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.</p>   | <p>1.2 The Definitions and Glossary contained in Appendix 3 to the <i>Catalogue</i> for the <i>Sale</i> 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 <i>Notice to Bidders</i>, printed in the <i>Catalogue</i> for the <i>Sale</i>, and where such information is referred to it is incorporated into this agreement.</p>  |
| <p><b>10 MISCELLANEOUS</b></p>   | <p>10.8 In the <i>Contract for Sale</i> "including" means "including, without limitation".</p>   | <p>1.3 Except as specified in paragraph 4 of the <i>Notice to Bidders</i> the <i>Contract for Sale</i> of the <i>Lot</i> between you and the <i>Seller</i> is made on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i>, when it is knocked down to you. At that moment a separate contract is also made between you and <i>Bonhams</i> on the terms in this <i>Buyer's Agreement</i>.</p>  |
| <p>10.1 You may not assign either the benefit or burden of the <i>Contract for Sale</i>.</p>   | <p>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.</p>  | <p>1.4 We act as agents for the <i>Seller</i> and are not answerable or personally responsible to you for any breach of contract or other default by the <i>Seller</i>, unless <i>Bonhams</i> sells the <i>Lot</i> as principal.</p>  |
| <p>10.2 The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i>.</p>  | <p>10.10 Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i>.</p>  | <p>1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:</p>   |
| <p>10.3 If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.</p>  | <p>10.11 Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i>.</p>   | <p>1.5.1 we will, until the date and time specified in the <i>Notice to Bidders</i> or otherwise notified to you, store the <i>Lot</i> in accordance with paragraph 5;</p>  |
| <p>10.4 Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i>, addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.</p>   | <p>10.12 Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i>, it will also operate in favour and for the benefit of <i>Bonhams</i>, <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.</p> | <p>1.5.2 subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, we will release the <i>Lot</i> to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the <i>Seller</i> and following completion of our enquiries pursuant to paragraph 3.11;</p>  |
|  | <p><b>11 GOVERNING LAW</b></p> <p>All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.</p>   | <p>1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.</p>  |
|  | <p><b>APPENDIX 2</b></p> <p><b>BUYER'S AGREEMENT WITH BONHAMS</b></p> <p><b>IMPORTANT:</b> These terms may be changed in advance of the <i>Sale</i> of the <i>Lot</i> to you, by the setting out of different terms in the <i>Catalogue</i> for the <i>Sale</i> and/or by placing an insert in the <i>Catalogue</i> and/or by notices at the <i>Sale</i> venue and/or by oral announcements before and during the <i>Sale</i> at the <i>Sale</i> venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.</p>   | <p>1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, <i>Guarantee</i>, warranty, representation of fact in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams' Website</i>, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the <i>Sale</i>. No such <i>Description</i> or <i>Estimate</i> is incorporated into this agreement between you and us. Any such <i>Description</i> or <i>Estimate</i>, if made by us or on our behalf, was (unless <i>Bonhams</i> itself sells the <i>Lot</i> as principal) made as agent on behalf of the <i>Seller</i>.</p> |
|  |  | <p><b>2 PERFORMANCE OF THE CONTRACT FOR SALE</b></p> <p>You undertake to us personally that you will observe and comply with all your obligations and undertakings to the <i>Seller</i> under the <i>Contract for Sale</i> in respect of the <i>Lot</i>.</p>  |
|  |  | <p><b>3 PAYMENT AND BUYER WARRANTIES</b></p>  |
|  |  | <p>3.1 Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i>, you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i>:</p>  |
|  |  | <p>3.1.1 the <i>Purchase Price</i> for the <i>Lot</i>;</p>  |

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| <p>3.1.2 a Buyer's Premium in accordance with the rates set out in the Notice to Bidders on each lot, and</p> <p>3.1.3 if the Lot is marked [AF], 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.</p> <p>3.2 You must also pay us on demand any Expenses payable pursuant to this agreement.</p> <p>3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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:</p> <p>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. Department 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</p> <p>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.</p> <p>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.</p> <p>3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:</p> <p>3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;</p> <p>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;</p> | <p>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;</p> <p>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</p> <p>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.</p> <p>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.</p>   | <p>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.</p> <p>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.</p>   |
|   | <p><b>4 COLLECTION OF THE LOT</b></p>   |  |
|   | <p>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.</p> <p>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.</p> <p>4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.</p> <p>4.4 If you have not collected the Lot by the date specified in the Notice to Bidders, 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.</p> <p>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.</p> <p>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</p> | <p><b>5 STORING THE LOT</b></p> <p>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.</p> <p><b>6 RESPONSIBILITY FOR THE LOT</b></p> <p>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.</p> <p>6.2 Please note however, that under the Contract for Sale, the <b>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</b> if earlier, and you are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.</p> <p><b>7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b></p> <p>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 Seller):</p> <p>7.1.1 to terminate this agreement immediately for your breach of contract;</p> <p>7.1.2 to retain possession of the Lot;</p> <p>7.1.3 to remove, and/or store the Lot at your expense;</p> <p>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;</p> |

|        |   |                    |  |  |  |
|--------|---|--------------------|--|--|--|
| 7.1.5  | to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;  | 8                  | <b>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b>   | 9.4  | You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .  |
| 7.1.6  | to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i> ) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;   | 8.1                | Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may: | 9.5  | If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .   |
| 7.1.7  | to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;  | 8.1.1              | retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or  | 9.6  | The benefit of paragraph 9 is personal to, and incapable of assignment by, you.  |
| 7.1.8  | to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i> ) until all sums due to us have been paid in full;  | 8.1.2              | deliver the <i>Lot</i> to a person other than you; and/or  | 9.7  | If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph 9 will cease.   |
| 7.1.9  | to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;   | 8.1.3              | commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or  | 9.8  | Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .  |
| 7.1.10 | on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i> ) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;  | 8.1.4              | require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.  | <b>10 OUR LIABILITY</b>  | <b>10.1</b> We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .   |
| 7.1.11 | refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .   | 8.2                | The discretion referred to in paragraph 8.1:   | <b>10.2</b> Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by: |  |
| 7.1.12 | having made reasonable efforts to inform you, to release your name and address to the <i>Seller</i> , so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.   | 8.2.1              | may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and  | 10.2.1   | handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or   |
| 7.2    | You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you. | 8.2.2              | will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.   | 10.2.2   | changes in atmospheric pressure; nor will we be liable for:  |
| 7.3    | If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i> ) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i> ) and thirdly to any other sums due to us.      | <b>9 FORGERIES</b> | <b>9.1</b> We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.   | 10.2.3   | damage to tension stringed musical instruments; or   |
| 7.4    | We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.   | 9.2                | Paragraph 9 applies only if:   | 10.2.4   | damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.   |
|        |   | 9.2.1              | your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and   | 10.3.1   | We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise. |
|        |   | 9.2.2              | you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and  |  |  |
|        |   | 9.2.3              | within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .   |  |  |
|        |   | 9.3                | Paragraph 9 will not apply in respect of a <i>Forgery</i> if:  |  |  |
|        |   | 9.3.1              | the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or  |  |  |
|        |   | 9.3.2              | it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.  |  |  |

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

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

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

## 11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

## 12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to

confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

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

## 13 GOVERNING LAW

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

## DATA PROTECTION – USE OF YOUR INFORMATION

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

## APPENDIX 3

### DEFINITIONS AND GLOSSARY

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

### LIST OF DEFINITIONS

"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 *Catalogues*.

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

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

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

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

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

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

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

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

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

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

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

**"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](http://www.bonhams.com)

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

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

## GLOSSARY

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

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

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

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

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

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

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

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

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

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

## SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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

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# Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

|                          |                          |                          |                          |
|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|--------------------------|

Paddle number (for office use only)

# Bonhams

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

### Data protection – use of your information

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR United Kingdom or by e-mail from info@bonhams.com. We may disclose your personal information to any member of our group which means our subsidiaries, our ultimate holding company and its subsidiaries (whether registered in the UK or elsewhere). We will not disclose your data to anyone outside our group but we may from time to time provide you with information about goods and services which we feel maybe of interest to you including those provided by third parties. If you do not want to receive such information (except for information you specifically requested) please tick this box  Would you like to receive e-mailed information from us? if so please tick this box

### Notice to Bidders.

At least 24 hours before the Sale, clients must provide government or state issued photographic proof of ID and date of birth e.g. - passport, driving licence - and if not included in ID document, proof of address e.g - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, and the entities name and registered address, documentary proof of its beneficial owners and directors, together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed or completed. For higher value lots you may also be asked to provide a bank reference.

### If successful

I will collect the purchases myself

Please arrange shippers to contact me with a quote and I agree that you may pass them my contact details.

|  |   |                       |                                 |                                  |   |                          |                                  |                             |                                    |   |  |                              |  |
|--|---|-----------------------|---------------------------------|----------------------------------|---|--------------------------|----------------------------------|-----------------------------|------------------------------------|---|--|------------------------------|--|
| Sale title: The Marine Sale  | Sale date: 29 October 2019  |                       |                                 |                                  |   |                          |                                  |                             |                                    |   |  |                              |  |
| Sale no. 25338   | Sale venue: Knightsbridge   |                       |                                 |                                  |   |                          |                                  |                             |                                    |   |  |                              |  |
| <p>If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.</p> <p><b>General Bid Increments:</b></p> <table> <tr> <td>£10 - 200 .....by 10s</td> <td>£10,000 - 20,000 .....by 1,000s</td> </tr> <tr> <td>£200 - 500 .....by 20 / 50 / 80s</td> <td>£20,000 - 50,000 .....by 2,000 / 5,000 / 8,000s</td> </tr> <tr> <td>£500 - 1,000 .....by 50s</td> <td>£50,000 - 100,000 .....by 5,000s</td> </tr> <tr> <td>£1,000 - 2,000 .....by 100s</td> <td>£100,000 - 200,000 .....by 10,000s</td> </tr> <tr> <td>£2,000 - 5,000 .....by 200 / 500 / 800s</td> <td>above £200,000 .....at the auctioneer's discretion</td> </tr> <tr> <td>£5,000 - 10,000 .....by 500s</td> <td></td> </tr> </table> <p><b>The auctioneer has discretion to split any bid at any time.</b></p> |   | £10 - 200 .....by 10s | £10,000 - 20,000 .....by 1,000s | £200 - 500 .....by 20 / 50 / 80s | £20,000 - 50,000 .....by 2,000 / 5,000 / 8,000s | £500 - 1,000 .....by 50s | £50,000 - 100,000 .....by 5,000s | £1,000 - 2,000 .....by 100s | £100,000 - 200,000 .....by 10,000s | £2,000 - 5,000 .....by 200 / 500 / 800s | above £200,000 .....at the auctioneer's discretion | £5,000 - 10,000 .....by 500s |  |
| £10 - 200 .....by 10s  | £10,000 - 20,000 .....by 1,000s   |                       |                                 |                                  |   |                          |                                  |                             |                                    |   |  |                              |  |
| £200 - 500 .....by 20 / 50 / 80s   | £20,000 - 50,000 .....by 2,000 / 5,000 / 8,000s   |                       |                                 |                                  |   |                          |                                  |                             |                                    |   |  |                              |  |
| £500 - 1,000 .....by 50s   | £50,000 - 100,000 .....by 5,000s  |                       |                                 |                                  |   |                          |                                  |                             |                                    |   |  |                              |  |
| £1,000 - 2,000 .....by 100s  | £100,000 - 200,000 .....by 10,000s  |                       |                                 |                                  |   |                          |                                  |                             |                                    |   |  |                              |  |
| £2,000 - 5,000 .....by 200 / 500 / 800s  | above £200,000 .....at the auctioneer's discretion  |                       |                                 |                                  |   |                          |                                  |                             |                                    |   |  |                              |  |
| £5,000 - 10,000 .....by 500s   |   |                       |                                 |                                  |   |                          |                                  |                             |                                    |   |  |                              |  |
| Customer Number  | Title   |                       |                                 |                                  |   |                          |                                  |                             |                                    |   |  |                              |  |
| First Name   | Last Name   |                       |                                 |                                  |   |                          |                                  |                             |                                    |   |  |                              |  |
| Company name (if applicable)   |   |                       |                                 |                                  |   |                          |                                  |                             |                                    |   |  |                              |  |
| Company Registration number (if applicable)  |   |                       |                                 |                                  |   |                          |                                  |                             |                                    |   |  |                              |  |
| Address  |   |                       |                                 |                                  |   |                          |                                  |                             |                                    |   |  |                              |  |
|  | City  |                       |                                 |                                  |   |                          |                                  |                             |                                    |   |  |                              |  |
| Post / Zip code  | County / State  |                       |                                 |                                  |   |                          |                                  |                             |                                    |   |  |                              |  |
| Telephone (mobile)   | Country   |                       |                                 |                                  |   |                          |                                  |                             |                                    |   |  |                              |  |
| Telephone (landline)   |   |                       |                                 |                                  |   |                          |                                  |                             |                                    |   |  |                              |  |
| E-mail (in capitals)   |   |                       |                                 |                                  |   |                          |                                  |                             |                                    |   |  |                              |  |
| <b>Please answer all questions below</b>   |   |                       |                                 |                                  |   |                          |                                  |                             |                                    |   |  |                              |  |
| 1. ID supplied: Government issued ID <input type="checkbox"/> and (if the ID does not confirm your address) <input type="checkbox"/> current utility bill/ bank statement. If a corporate entity, please provide the Certificate of Incorporation or Partnership Deed and a letter authorising you to act.   |   |                       |                                 |                                  |   |                          |                                  |                             |                                    |   |  |                              |  |
| 2. Are you representing the Bidder? <input type="checkbox"/> If yes, please complete question 3.   |   |                       |                                 |                                  |   |                          |                                  |                             |                                    |   |  |                              |  |
| 3. Bidder's name, address and contact details (phone and email):<br>Bidder's ID: Government issued ID <input type="checkbox"/> and (if the ID does not confirm their address) <input type="checkbox"/> current utility bill/bank statement   |   |                       |                                 |                                  |   |                          |                                  |                             |                                    |   |  |                              |  |
| Are you acting in a business capacity?<br>Yes <input type="checkbox"/> No <input type="checkbox"/>   | If registered for VAT in the EU please enter your registration here:<br><input type="text"/> / <input type="text"/> - <input type="text"/> - <input type="text"/> |                       |                                 |                                  |   |                          |                                  |                             |                                    |   |  |                              |  |

Please note that all telephone calls are recorded.

| Telephone or Absentee (T / A) | Lot no. | Brief description | MAX bid in GBP (excluding premium & VAT) | Covering bid ★ |
|-------------------------------|---------|-------------------|--|----------------|
|                               |         |                   |  |                |
|                               |         |                   |  |                |
|                               |         |                   |  |                |
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|   |  |
|---|--|
| <b>FOR WINE SALES ONLY</b>  |  |
| Please leave lots "available under bond" in bond <input type="checkbox"/> | Please include delivery charges (minimum charge of £20 + VAT) <input type="checkbox"/> |

|   |       |
|---|-------|
| <b>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.</b> |       |
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**NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.**

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

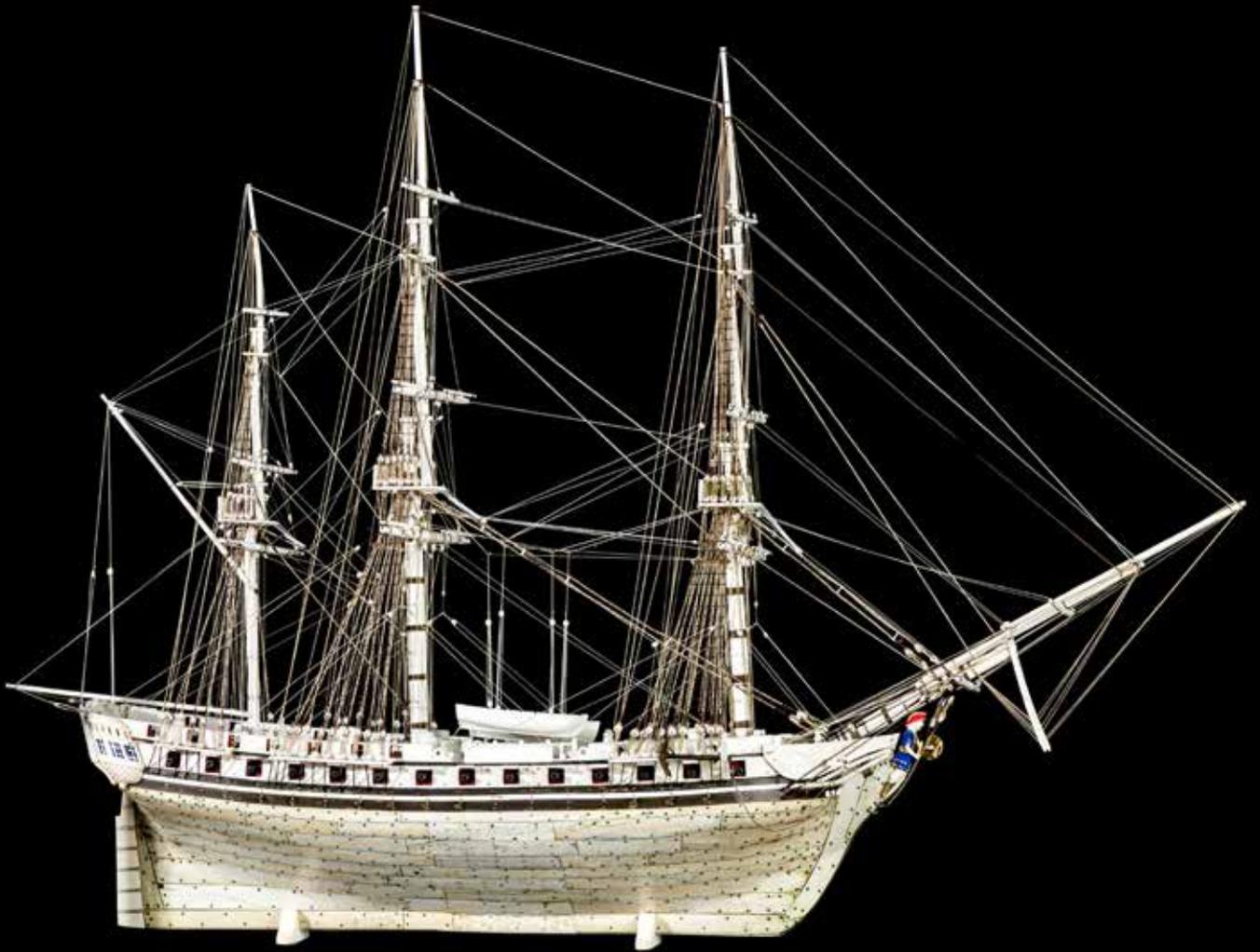
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