



THE RUSSIAN SALE

Wednesday 8 June 2016

Bonhams

LONDON





Р. Бонин



THE RUSSIAN SALE

Wednesday 8 June 2016 at 15.00

101 New Bond Street, London

BONHAMS

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Front cover: lot 45 (detail)
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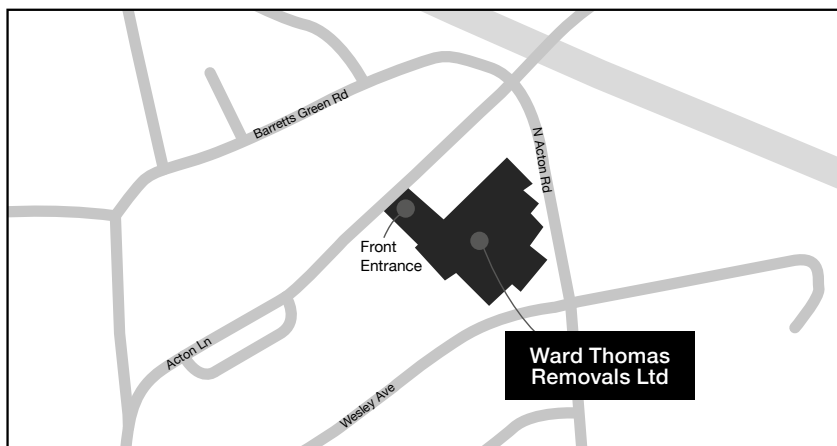
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All sold lots marked WT will be removed to Ward Thomas Removals Ltd, 141 Acton Lane from 9.00am on Thursday 9 June 2016.

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Lots will be available for collection from Ward Thomas Removals Ltd on Monday 13 June 2016 from 9.30am and then every working day between 9.30am and 4.30pm. (Please note buyers need to be onsite at Ward Thomas Removals Ltd by 4.00pm). A booking email or phone call will be required to ensure lots are ready at time of collection.

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1

**OLGA (GRAND DUCHESS) ALEXANDROVNA
(1882-1960)**

Tulips

signed in Latin (lower left); applied with label (on verso)

watercolour on paper

22 x 22cm (8 11/16 x 8 11/16in).

£600 - 800

US\$870 - 1,200

€760 - 1,000

Provenance

Prince Vladimir Galitzine's Gallery (label on verso)

Private collection, UK



2



3

2*

RICHARD KARLOVICH ZOMMER (1866-1939)

The rest camp
signed in Cyrillic (lower right)
oil on canvas
40.3 x 83.8cm (15 7/8 x 33in).

£12,000 - 18,000
US\$17,000 - 26,000
€15,000 - 23,000

Provenance

Private collection, New York
Acquired from a private collection

3*

ALEXANDRE ROUBTZOFF (1884-1949)

Gathering
signed in Latin and dated '1917' (lower right)
oil on canvas
81 x 65cm (31 7/8 x 25 9/16in).

£5,000 - 7,000
US\$7,200 - 10,000
€6,400 - 8,900



4

4
RICHARD KARLOVICH ZOMMER (1866-1939)

Cavalcade
 signed in Cyrillic (lower right)
 oil on canvas
 41 x 66cm (16 1/8 x 26in).

£10,000 - 12,000
 US\$14,000 - 17,000
 €13,000 - 15,000

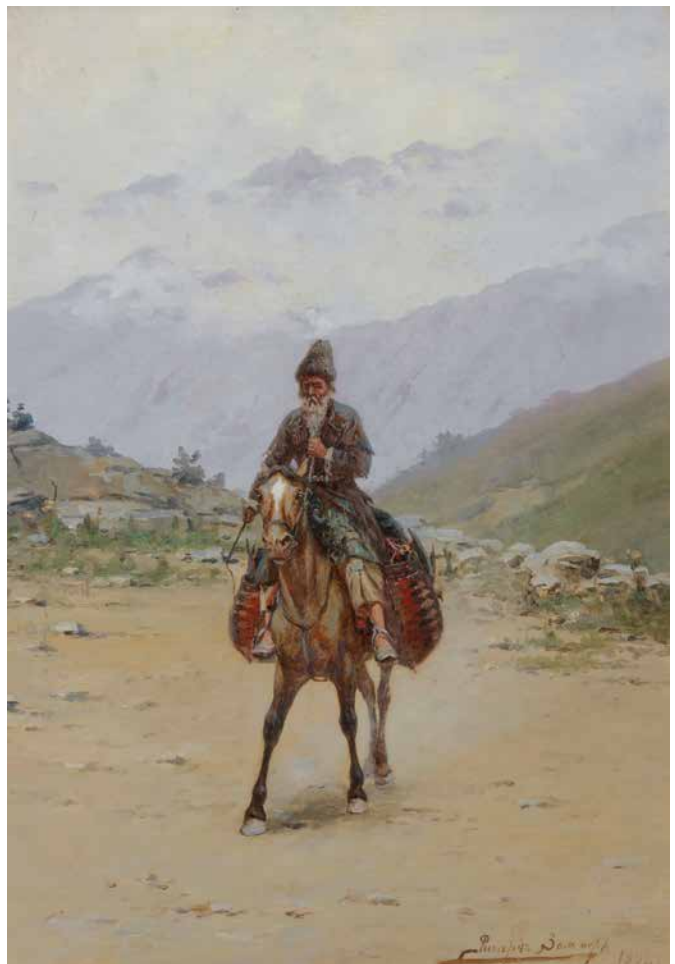
Provenance
 Private collection, Scotland

5
RICHARD KARLOVICH ZOMMER (1866-1939)

Cossack
 signed in Cyrillic and dated '1908' (lower right)
 oil on canvas
 60 x 42cm (23 5/8 x 16 9/16in).

£8,000 - 10,000
 US\$12,000 - 14,000
 €10,000 - 13,000

Provenance
 Private collection, Scotland



5



6



7

6
JOHANN NEPOMUK RAUCH (1804-1847)
 Moscow suburbs, Kuzminki
 signed in Latin and dated '1836' (lower left)
 oil on panel
 34 x 43cm (13 3/8 x 16 15/16in).

£20,000 - 25,000
 US\$29,000 - 36,000
 €25,000 - 32,000

7
ALEKSEI PETROVICH BOGOLYUBOV (1824-1896)
 Harbour view
 signed in Latin (lower left)
 oil on panel
 12.8 x 21.8cm (5 1/16 x 8 9/16in).

£10,000 - 15,000
 US\$14,000 - 22,000
 €13,000 - 19,000



8

IOSIF EVSTAFEVICH KRACHKOVSKY (1854-1914)

Summer Landscape

signed in Cyrillic (lower right); applied with three paper labels, one of which is from Gatchina Palace and bears inventory number (on verso)
oil on canvas

44 x 63cm (17 5/16 x 24 13/16in).

£15,000 - 20,000

US\$22,000 - 29,000

€19,000 - 25,000

Provenance

Gatchina Palace, possibly until 1920s
Private collection, Germany

It has been suggested that the present lot was sold from the Gatchina Palace in 1920s and therefore was not included in the inventory list of 1938.

We are grateful to the Chief Conservator of the Gatchina Palace, Elena Efimova, and to the Senior Research fellow, Aisula Shukurova, for their assistance in researching provenance for the present lot.

9*

FEDOT VASILIEVICH SYCHKOV (1870-1958)

Portrait of a peasant girl

signed in Cyrillic and dated '1926' (lower right)

oil on canvas-board

44.7 x 33.6cm (17 5/8 x 13 1/4in).

£8,000 - 10,000

US\$12,000 - 14,000

€10,000 - 13,000

Provenance

Acquired in Russia, late 1920s
Thence by descent



10

ALEXEI ALEXEEVICH HARLAMOFF (1840-1925)

The story book
signed in Latin 'Halamoff' (lower left)
oil on canvas
79.5 x 65cm (31 5/16 x 25 9/16in).

£200,000 - 300,000

US\$290,000 - 430,000

€250,000 - 380,000

Provenance

Private collection, Scotland (the same private collection as *Young Girl Blowing Bubbles*, sold in these rooms in 2008 for £568,800)

We are grateful to Dr O. Sugrobova-Roth and Dr. E. Lingenauer for confirming the authenticity of the offered lot following examination of a photograph.

Purchased by the great-grandparents of the present owners, the offered lot has belonged to the same private Scottish collection for over 100 years. Harlamoff enjoyed considerable success in Scotland after first exhibiting his work at the Glasgow International Exhibition of 1888, and it is highly probable that he returned there in some capacity to build upon this initial entrée. The family of the present owners were so impressed with Harlamoff's paintings that they bought three of his works at the turn of the century, of which the present lot is one.

'Straightforward in subject, superlative in execution, and true to beauty... All is simple, there is no mendacious elegance'. So wrote Emile Zola in praise of Harlamoff's exhibits in the 1876 Salon in Paris and the same could be said of the offered lot which shows three delicate and attentive girls admiring the pictures in a book. Famed for his ability to capture the beauty and innocence of his mostly youthful sitters, *The Storybook* is executed with Harlamoff's characteristic handling: simplicity of composition and idealized subject matter.

The girl in pink on the left is sweetly solemn, while the older girl smiles, perhaps knowing the joy of the story they are reading, and the younger child on the right looks earnestly at the picture. As Zola noted, the elegance of Harlamoff's paintings derives from a clear allegiance to

balanced compositions and traditional techniques. The source of light in the painting appears to come from the book as though a metaphor for the enlightening effect of knowledge, however one suspects that the artist is being a little more playful and suggesting, perhaps, that the children are bathing in the joy of a good story.

Harlamoff may well have seen William-Adolphe Bouguereau's *The Story Book*, painted in 1877 (collection of the Los Angeles Country Museum of Art) and been inspired by the subject matter, namely the appealing nature of an innocent child holding a book, a key to knowledge and hence wisdom. Bouguereau's painting would seem to address the contradictory concepts of innocence and knowledge more directly than Harlamoff's similar composition. The young girl he depicts appears to be both naïve and poised at the same time, as though on the threshold of the loss of innocence. In the offered lot, Harlamoff is possibly acknowledging all aspects of the acquisition of knowledge with the young girl on the left looking pensive and the other two sitters appearing to be more joyful.

Coming to the market for the first time since its acquisition in the early 20th century, the offered lot is a superlative example of Harlamoff's sympathetically rendered and technically brilliant paintings.





11
ADOLF IVANOVICH FESSLER (1826-1885)
 View of Yalta
 signed with artist's stamp in Latin (lower left)
 oil on canvas
 40 x 50cm (15 3/4 x 19 11/16in).

£5,000 - 7,000
 US\$7,200 - 10,000
 €6,400 - 8,900



12
IVAN VLADIMIROVICH KOSMIN (1882-1973)
 Portrait of Lilia
 signed in Cyrillic and titled 'Lilia' (middle right)
 oil on canvas
 64 x 52.5cm (25 3/16 x 20 11/16in).

£20,000 - 25,000
 US\$29,000 - 36,000
 €25,000 - 32,000

Elizaveta Feodorovna Lanzide (1903-1986), 'Lilia', was an artist, who graduated from the Shtiglitz Academy of Fine Arts. Her grandmother was the cousin of the famous Russian writer, Ivan Sergeevich Turgenev. In her diary Lilia wrote about Kosmin: *This short acquaintance became a life-long friendship. He wrote this himself in the notes on postcards of my portrait that he sent me numerous times. ... I was so young and loved by my parents. I just wanted to become an artist and guarded my freedom at the time. All of this is seen in my portrait.*



Postcard



13

PAVEL PAVLOVICH DZHOGIN (1834-1885)

Landscape with ruin
signed in Cyrillic and indistinctly dated (lower right)
oil on canvas
42 x 58cm (16 9/16 x 22 13/16in).

£10,000 - 12,000
US\$14,000 - 17,000
€13,000 - 15,000

Provenance

Private collection, Italy

14*

**KONSTANTIN EGOROVICH MAKOVSKY
(1839-1915)**

Portrait of a young lady
signed in Latin (lower left)
oil on panel
47 x 37.5cm (18 1/2 x 14 3/4in).

£20,000 - 40,000
US\$29,000 - 58,000
€25,000 - 51,000

Provenance

Private collection, Switzerland





15*

**A WALL HANGING AFTER A DRAWING
BY VIACHESLAV SCHWARTZ (1838-1869)**

woven and applied in cotton, wool and silk on cotton backing,
with later velvet borders and custom died nylon net; depicting
a scene of a falcon hunt during the reign of Tsar Ivan the Terrible
with borders: 190 x 384cm (75 x 151 in).

£15,000 - 20,000

US\$22,000 - 29,000

€19,000 - 25,000

Provenance

Acquired by Joseph Samuel Baker,
from Joseph Baker and Sons Co, England in Russia, c. 1924
Thence by descent





Yusupov Palace in Moscow. Hunting Hall, Interior

This rare large wall hanging in cotton and wool fabric applique outlined and accented with cotton cord and embroidery elements was created in the early twentieth century, possibly in connection with the 1913 Tercentenary Anniversary of the Romanov Dynasty. In the centre of the scene is the figure of Tsar Ivan the Terrible mounted on a white horse. He is putting on a ceremonial hunting glove presented to him by one of the attendants of the Royal hunting party. Around the Tsar's figure are other important members of his court retinue, all wearing ceremonial hunting attire and mounted on horses. On the left the group of four falconers dressed in red *kafans*, adorned with gold double-headed eagles and holding falcons are waiting for the completion of the presentation ceremony. Visible in the background is a large Tsar's tent and groups of other court attendants who are accompanying the Russian monarch. The scene is based on the famous ink drawing 'Presentation of the ceremonial glove to Tsar Ivan the Terrible during the falcon hunt' by Viacheslav Schwartz (1838-1869). The artist executed it in August 1868 and later exhibited at the annual show at the Academy of Art in St Petersburg. According to Schwartz's correspondence with his family, the drawing was subsequently acquired for the Academy of Art Museum. Schwartz, famous for his paintings of seventeenth century scenes and events from Russian history centred on Tsar Ivan the Terrible and Tsar Aleksei Mikhailovich, meticulously researched the historical and ethnographic details of the period. The popularity of the artist's historical scenes, celebrated by art critics, the art establishment and the general public for their poetic atmosphere and abundance of pictorial details, was further aided by the enormously popular 'Russian historical drawings by V.G. Schwartz' which was widely circulated in the 1860s.



Cover of *Velikokniazheskaya i Tsarskaya Okhota na Rusi*, in 4 volumes, St. Petersburg, 1896-1911, volume 1

The popularity of Russian mediaeval ornamentation and the seventeenth century official court style of pre-Petrine Russia were also an inspiration for the elaborate reconstruction of the historic palace in Moscow that belonged to the wealthy and aristocratic Yusupov family. Originally a hunting lodge of Tsar Ivan the Terrible, the structure and surrounding forest land were presented to Prince G.D. Yusupov by Emperor Peter II in 1727. Largely unused by several generations of the Yusupov family, it finally underwent major restoration under the direction of architect N. Sultanov in 1892-1895. Richly decorated interiors and furnishings of the restored place were inspired by the archaeological and historical publication by Fedor Soltsev (1801-1892). Following the request of Yusupov's family, Sultanov created a Hunting Hall and decorated its arched ceiling with painted scenes of Falcon Hunt from the time of Ivan the Terrible. The architect used Schwartz's ink drawing of the falcon hunt as a prototype for one of the painted scenes.

Compositionally the richly coloured panel follows the ink drawing, concentrating on the foreground scene and omitting secondary details. When Yusupov's palace was unveiled after the extensive restoration, it was heralded as an enormous success. It is most likely that the present wall hanging was created after images of the restored interiors were published in magazines and architectural journals, and by a workshop or studio familiar with the interior of the palace or Sultanov's drawings for the Yusupov's palace.



Presentation of the hunting glove from original drawing by V. Schwartz published in N. Kutepov, *Velikokniazheskaya i Tsarskaya Okhota na Rusi*, in 4 volumes, St. Petersburg, 1896-1911, volume 1

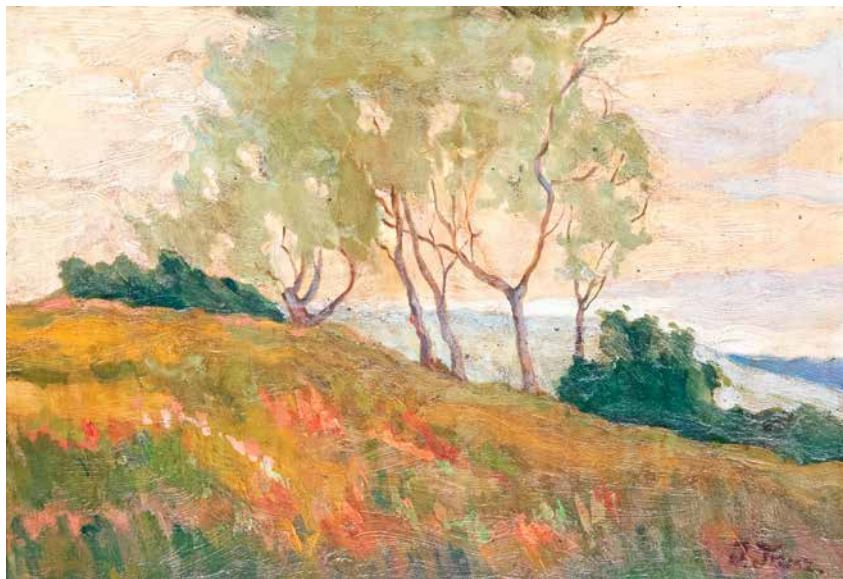


Yusupov Palace in Moscow. Hunting Hall, Interior

Это редкое текстильное панно с накладными аппликациями из ткани, обшитыми канвой и украшенными шитьем, наиболее вероятно было изготовлено в начале 20 века и возможно было приурочено к празднованию 300-летия династии Романовых. В центре сцены видна фигура Ивана Грозного, сидящего верхом на белом коне и надевающего поднесенную ему охотничью перчатку. Вокруг царя находятся другие бояре, охотники и четверо одетых в красные парадные кафтаны сокольничих. Сцена основана на рисунке пером «Поднесение почетной перчатки на соколиной охоте», исполненным Вячеславом Шварцем (1838-1869) и представленном на выставке Императорской Академии художеств в 1868 году. Переписка художника указывает на то, что рисунок впоследствии был приобретен для музея Академии. Картины и рисунки Шварца, детально изображающие сцены быта и исторические события царствования Ивана Грозного и Царя Алексея Михайловича, пользовались огромной популярностью у публики, чему немало способствовал изданный в 1860е годы сборник «Русские исторические рисунки В.Г.Шварца». Публикации и исследования в области русского средневекового орнамента и официального русского стиля в архитектуре и декоративном искусстве послужили источником вдохновения при обширной реставрации Сокольничего Дворца в Москве, принадлежавшего семье Юсуповых. Служивший первоначально как охотничья резиденция Ивана Грозного для высоко

им ценимой соколиной охоты, дворец и окружающие его леса был в 1727 году подарен Императором Петром II семье Юсуповых. До конца 19 века дворцом мало пользовались. Но в 1892-1895 годах Архитектору Н. Султанову была поручена реконструкция дворца «в русском стиле», отрабатываемым в течении четверти века Федором Солнцевым (1801-1892). По просьбе Юсуповых. Султанов создал для заказчиков Охотничий Зал, украшенный четырьмя сценами охоты времен Ивана Грозного. В основу одной из сцен был взят уже упомянутый рисунок Шварца. По завершении реставрационных работ дворец стал образцом «исторической» реставрации и его интерьеры неоднократно воспроизводились в архитектурных и популярных журналах этого периода. Вероятно, что данное текстильное панно было сделано в студии или мастерской, хорошо знакомой с эскизными работами Султанова или интерьерами Юсуповского дворца.

VARIOUS PROPERTIES



16



17

16

IWAN TRUSZ (1869-1941)

Summer landscape
signed in Latin (lower right); applied with label of
Kraków Society of Friends of Fine Arts (on verso)
oil on board
20 x 28cm (7 7/8 x 11in).

£2,000 - 4,000
US\$2,900 - 5,800
€2,500 - 5,100

Provenance

Private collection, Poland

17

MIKHAIL MARKIANOVITCH GUERMACHEFF (1867-1930)

Sunset on the mountain
signed in Latin (lower right)
oil on canvas
38 x 46cm (14 15/16 x 18 1/8in).

£3,000 - 5,000
US\$4,300 - 7,200
€3,800 - 6,400

18

LEONID OSIPOVICH PASTERNAK (1862-1945)

Schliersee

signed in Latin twice and titled (lower right)

watercolour on paper

£3,000 - 4,000

US\$4,300 - 5,800

€3,800 - 5,100

Provenance

Collection of the Stallworthy family, Oxford; probably a gift to the surgeon John Stallworthy by the artist's daughter Lydia Pasternak Slater

Purchased by the present owner at a sale of property from the above estate

This work has been entered into the database for a forthcoming catalogue raisonné of Pasternak's 'German period' works that has been commissioned by the Pasternak Trust (www.pasternak-trust.org) from the professional art historian Dr. Olga Sugrobova-Roth.



19

GEORGE KRESKENTEVICH LOUKOMSKI (1884-1952)

'Bomarzo'

signed in Latin and dated '22.vi.38' (lower right) and inscribed 'Bomarzo' (lower left)

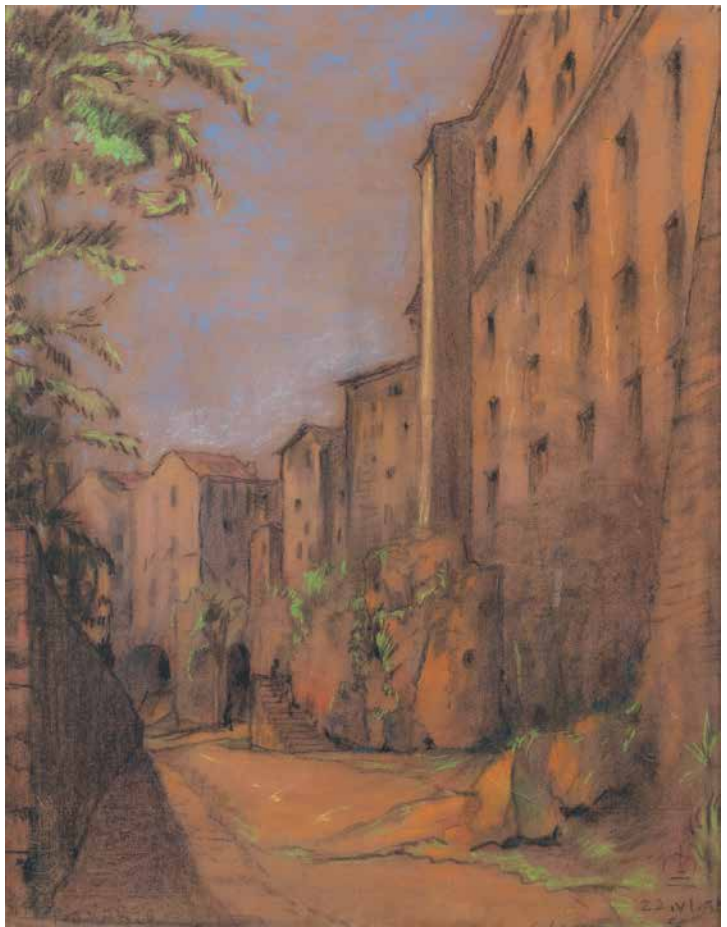
pastel

62 x 48cm (24 7/16 x 18 7/8in).

£600 - 800

US\$870 - 1,200

€760 - 1,000





20

VALERIAN VITALIEVICH BABADIN (LATE 19 - EARLY 20 CENTURY)

'From the old pier in Shtralzundo'

signed, inscribed in Cyrillic and dated '1909' (lower right)

oil on canvas

56 x 86cm (22 1/16 x 33 7/8in).

£4,000 - 6,000

US\$5,800 - 8,700

€5,100 - 7,600



21

VASILY IVANOVICH NAVOZOV (1862-1919)

Resting

signed in Cyrillic and dated '1892' (lower right)

watercolour on paper

36 x 54cm (14 3/16 x 21 1/4in).

£2,000 - 4,000

US\$2,900 - 5,800

€2,500 - 5,100

22^{AR}

ERNST IOSIPOVICH NEIZVESTNY (BORN 1926)

A full portfolio of etchings of the 'Inferno' from Dante's *The Divine Comedy*
some signed and dated in the plate, all further signed, with presentation inscriptions in Cyrillic and numbered 12/20, some dating from 1966 (63).
size of each plate 47 x 34 cm (18 1/2 x 13 3/8in).
unframed

£5,000 - 7,000

US\$7,200 - 10,000

€6,400 - 8,900



23

SAMUEL GRANOWSKY (1889-1942)

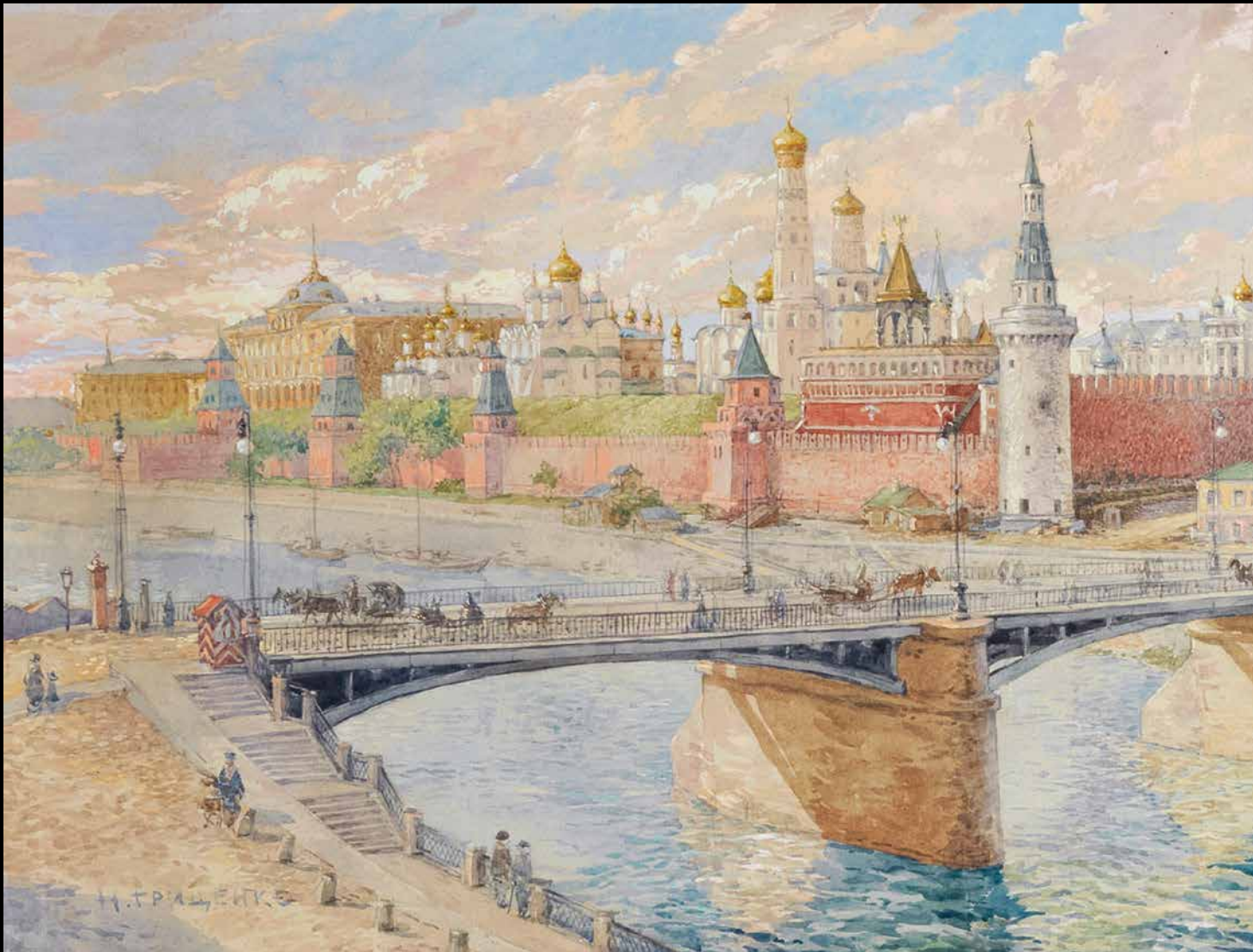
Aicha
signed in Latin and incised 'Paris' (lower left)
sanguine and charcoal on paper
63 x 47cm (24 13/16 x 18 1/2in).

£1,500 - 2,000

US\$2,200 - 2,900

€1,900 - 2,500





24

NIKOLAI NIKOLAEVICH GRITSENKO (1856-1900)

View of the Moscow Kremlin
signed in Cyrillic (lower left)
watercolour on paper
37.5 x 85cm (14 3/4 x 33 7/16in).

£15,000 - 25,000

US\$22,000 - 36,000

€19,000 - 32,000

Provenance

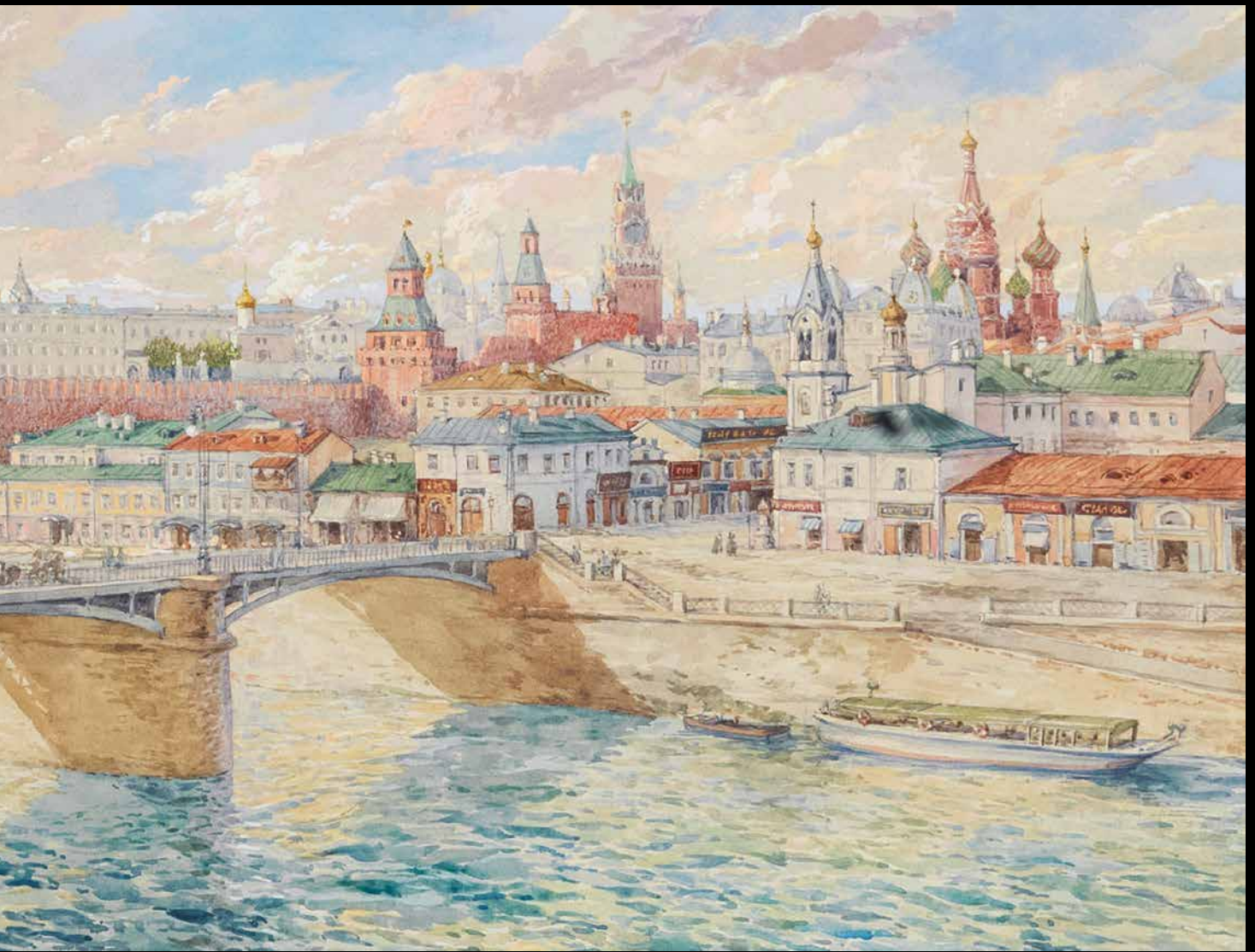
Probably, collection of Lyubov Pavlovna Gritsenko née Tretyakova,
wife of the artist, circa 1900s
Private collection, UK

Exhibited

Probably, Paris, Galeries Durand-Ruel, *2nd Exhibition of Watercolors
and Studies by N. Gritsenko*, 15 - 31 December, 1896, no. 58 or 59.
Probably, St. Petersburg, the Imperial Society for Encouragement
of Fine Arts, *Posthumous exhibition of paintings, studies and
watercolours by N.N. Gritsenko*, 1902, no. 591 or 592.

Literature

Probably, François Thiébaud-Sisson, *2me Exposition D'Aquarelles et
D'Études de N. Gritsenko*, Paris, 1896, listed p. 13, no. 58 or 59.
Probably, *Posthumous exhibition of paintings, studies and
watercolours by N.N. Gritsenko*, exhibition catalogue, St. Petersburg,
1902, listed p. 28, no. 591 or 592.



**PROPERTY OF A PRIVATE COLLECTOR,
NEW JERSEY**



25*
ARNOLD BORISOVICH LAKHOVSKY
(1880-1937)
Autumn elegy
signed in Latin (lower left)
oil on card
17.6 x 25.5cm (6 15/16 x 10 1/16in).

£1,500 - 2,500
US\$2,200 - 3,600
€1,900 - 3,200

Provenance

Acquired by the present collector from the artist's widow, New York, c. 1972



26*
ARNOLD BORISOVICH LAKHOVSKY
(1880-1937)
Still life with a red chair
oil on canvas
71.1 x 61cm (28 x 24in).

£2,000 - 4,000
US\$2,900 - 5,800
€2,500 - 5,100

Provenance

Acquired by the present collector from the artist's widow, New York, c. 1972

27*

**ARNOLD BORISOVICH LAKHOVSKY
(1880-1937)**

Two works: 'Canal view' together with 'France'
second work signed in Latin, verso signed,
inscribed 'France', with later inscription 'Megeve'
both: oil on card

first: 17.5 x 25cm (6 7/8 x 9 7/8in);

second: 17.8 x 25.4cm (7 x 10 in).

(2)

£2,000 - 3,000

US\$2,900 - 4,300

€2,500 - 3,800

Provenance

Acquired by the present collector from
the artist's widow, New York, c. 1972



1 of 2

VARIOUS PROPERTIES

28

**ALEXEY KONSTANTINOVICH KOROVIN
(1897-1950)**

Aqueduct
signed in Latin (lower right)
oil on canvas

116 x 81cm (45 11/16 x 31 7/8in).

£6,000 - 8,000

US\$8,700 - 12,000

€7,600 - 10,000



***“I have always had children
alongside me, I have
devoted, and indeed still
devote my life to them.”***

NIKOLAI BOGDANOV-BEL'SKY

29

**NIKOLAI PETROVICH BOGDANOV-BEL'SKY
(1868-1945)**

Mid-day fishing [На послеполуденной рыбалке]
signed in Cyrillic and dated '1917' (lower left); stretcher with various
paper labels and inscribed numbers
oil on canvas
130 x 102cm (51 3/16 x 40 3/16in).

£50,000 - 70,000

US\$72,000 - 100,000

€64,000 - 89,000

Provenance

Sotheby's, New York, 17 February 1993
(19th Century European Paintings & Sculpture), lot 213
Private collection, Italy

Nikolai Bogdanov-Bel'sky's oeuvre can be said to be primarily preoccupied with the theme of childhood. The artist painted the life of young peasant children in different forms throughout his artistic life, from his early works, which exhibit a strong interest in the sociological conditions of rural childhood (*At the doors of the school*, 1897, Russian Museum) to his *plein air* works which depict both the joyful and everyday pursuits of youth. The present lot is a very fine example of Bogdanov-Bel'sky's delight in, and affinity for, the young.





30

**ATTRIBUTED TO ANTON KARLOVICH VIGHI
(1764-1844)**

Glorification of Metropolitan Michail
oil on canvas
36 x 25cm (14 3/16 x 9 13/16in).

£15,000 - 18,000
US\$22,000 - 26,000
€19,000 - 23,000

The figures depicted in the painting would be as follows:
Metropolit himself, Emperor Alexander I, the Dowager Empress Maria Fedorovna (mother of Alexander I and his siblings), the Crown Prince, Grand Duke Nikolai Pavlovich (Alexander I's younger brother and the future Emperor Nikolai I), the multi-figured group with the Orthodox Patriarch in front, placed above the three members of the Romanov family. This group is a symbol of the Russian nation: among the figures, one can see Peter the Great and his wife Catherine I, as well as merchants and warriors Kuzma Minin and Prince Dmitry Pozharsky.

Antonio (Anton Karlovich) Vighi (1764 France - 1844 St. Petersburg) was a graduate and later member of the Accademia di San Luca in Rome. In 1799 upon the invitation of Emperor Paul I, Vighi started working on decorations of Mikhailovsky Palace. He also worked on interior decorations for Yelagin Palace in St. Petersburg (1822), and interiors of the Foreign Office, Winter Palace (Malachite Room, Hermitage Museum); in 1824 -Ekaterininsky Palace in Tsarskoe Selo; in 1832 - St. Petersburg Imperial Theatre.



31*

**KONSTANTIN EGOROVICH MAKOVSKY
(1839-1915)**

Portrait of a young girl in blue
signed in Cyrillic and dated '1858' (lower right)
oil on composite board
47 x 39.4cm (18 1/2 x 15 1/2in).

£25,000 - 35,000
US\$36,000 - 51,000
€32,000 - 44,000

Provenance

Private collection, Tbilisi, Georgia
Private collection, San Francisco
(acquired from the above, 1969)

32

**SCHOOL OF ALEXEI GAVRILOVICH
VENETSIANOV (1780-1847)**

Portrait of Sofia Matveevna

Velikopolskaya nee Mudrova

bears paper label with inscription in Cyrillic

'Sofia Matveevna /Velikopolskaya /nee Mudrova /My
mother' (on verso)

oil on canvas

29 x 23cm (11 7/16 x 9 1/16in).

£8,000 - 10,000

US\$12,000 - 14,000

€10,000 - 13,000

Sofia Matveevna Velikopolskaya, née Mudrova
(1815-1897), was the wife of Ivan Yermolaevich
Velikopolskiy, a retired military officer, estate owner
and, most importantly, a long-life friend of Alexander
Sergeevich Pushkin.



33

**JULIE WILHELMINE HAGEN-SCHWARZ
(1824-1902)**

Portrait of Emperor Nicholas I

signed in Latin (lower right)

oil on canvas

99 x 76.5cm (39 x 30 1/8in).

£1,500 - 3,000

US\$2,200 - 4,300

€1,900 - 3,800



34

LUDWIG GUTTENBRUNN (1750-1819)

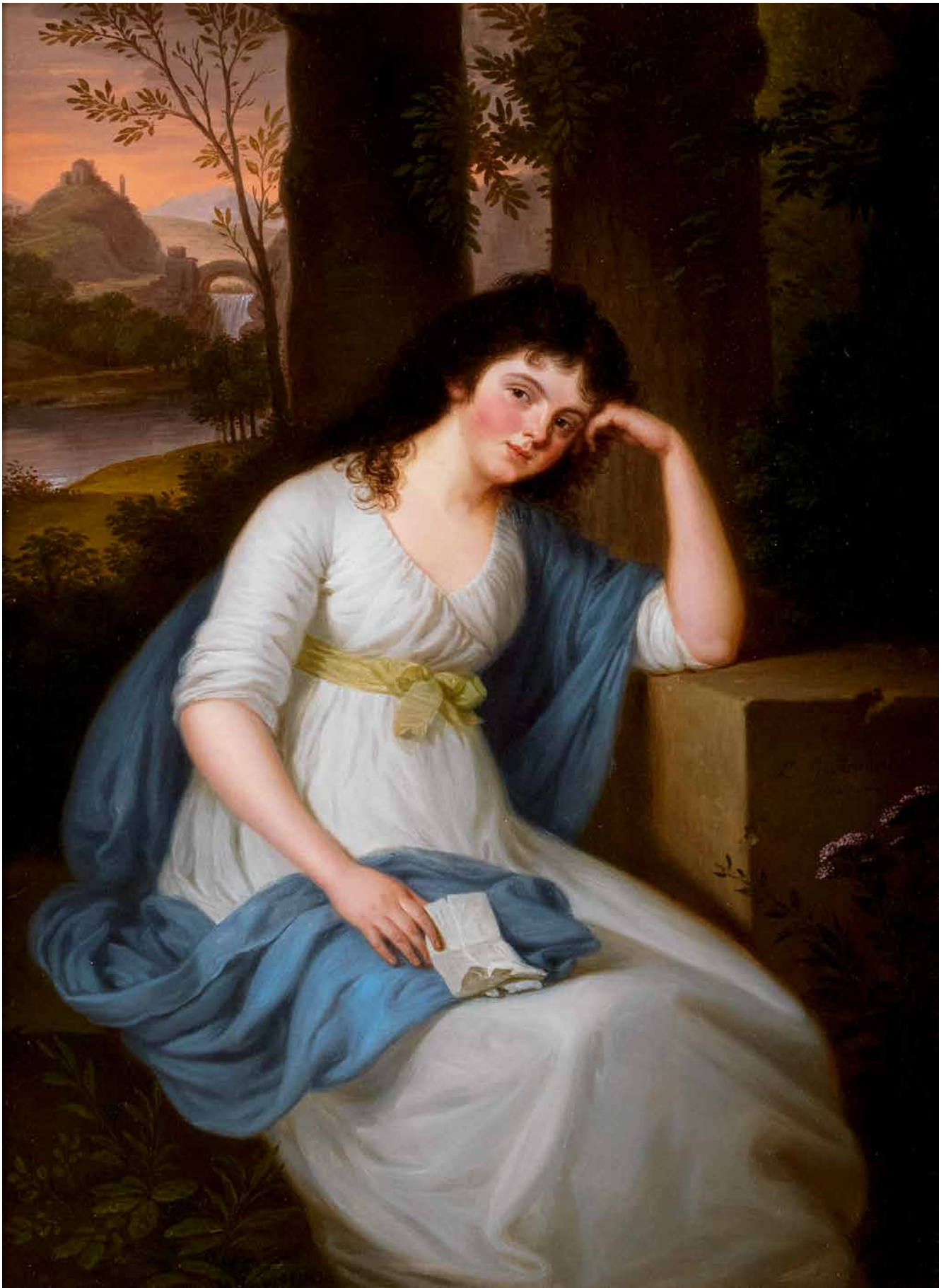
Portrait of Anna Alexandrovna, Dutchess of Serra-Capriola
signed in Latin and dated '1797' (middle right)
oil on panel
42.6 x 31cm (16 3/4 x 12 3/16in).

£50,000 - 70,000

US\$72,000 - 100,000

€64,000 - 89,000

Ludwig Guttenbrunn was probably a student of a well-known Austrian religious painter Martin Johann Schmidt and mostly specialised in portraiture. Ludwig travelled in Europe until 1795, when on the recommendation of the Russian envoy in London, he moved to St. Petersburg and later to Moscow. His portraits of Alexey Kurakin (The State Hermitage, St. Petersburg) and Mdm Bibikova (The State Tretyakov Gallery, Moscow) are among the gems created during his Russian "stay". Offered portrait of possibly Duchess Anna Alexandrovna Serra-Capriola, nee Princess Vyazemskaya is a stunning example of a female 18th century portrait.





35
**KONSTANTIN IVANOVICH GORBATOV
 (1876-1945)**

'A view of Toropets'
 signed in Latin (lower right); further signed,
 titled in German and
 numbered '59/851' in pencil (board verso)
 charcoal and gouache on prepared board
 37 x 49.5 cm (14 9/16 x 19 1/2in).

£8,000 - 10,000
 US\$12,000 - 14,000
 €10,000 - 13,000



36*
BORIS IZRAILEVICH ANISFELD (1879-1973)

'Red poppies'
 signed in Latin and dated '1959' (lower right),
 stretcher with applied labels inscribed with the
 title and inventory numbers (on verso)
 oil on canvas
 89 x 62cm (35 1/16 x 24 7/16in).
 unframed

£8,000 - 10,000
 US\$12,000 - 14,000
 €10,000 - 13,000

Provenance

Estate of the artist
 Collection of Morella Borisovna Anisfeld,
 the artist's daughter
 Thence by descent, 1999

Literature

E. Lingenauber & O. Sugrobova-Roth, *Boris
 Anisfeld. Catalogue Raisonné*, Düsseldorf, 2011,
 no. P 520, illustrated on p. 169

37

**ANTONINA ALEKSEEVNA ROMODANOVSKAYA
(1906-1985)**

Leningrad in winter
signed in Cyrillic and dated '1958' (lower right)
watercolour on paper
45.5 x 57.5cm (17 15/16 x 22 5/8in).

£1,200 - 2,000

US\$1,700 - 2,900

€1,500 - 2,500

Provenance

Christie's Interiors, London, 28 November 2012,
lot 440



38

RUSSIAN SCHOOL

View of the the Great Bell Tower
oil on canvas
60 x 42cm (23 5/8 x 16 9/16in).

£5,000 - 7,000

US\$7,200 - 10,000

€6,400 - 8,900



MIKHAIL ALEKSANDROVICH VRUBEL (1856-1910)

The artist in the role of Virgil, a *tableaux vivant of Dante and Virgil*,
Abramtsevo artists' colony, 1893

M.A. Врубель в образе Вергилия в постановке живой картины
"Данте и Вергилий", Абрамцевский художественный кружок, 1893
signed in Cyrillic (lower left)

oil on canvas

44 x 31.7cm (17 5/16 x 12 1/2in).

£200,000 - 300,000

US\$290,000 - 430,000

€250,000 - 380,000

Provenance

Acquired from a private collection, 2011

The present lot is offered with an official expertise from the
Independent Research Expertise Studio at the State Tretyakov
Gallery, dated May 15, 2014.

During the authentication analyst of present work by Mikhail Vrubel, one of the most mysterious artist in the Russian art of 20th century, the question of the subject matter and the identity of the sitter remained center stage of the discussion. While technical and stylistic analysis confirmed the hand of the artist, the mystery of the subject matter remained and required additional research and careful comparison with artist's known works.

The self-absorbed, intense and rather rigid pose, puzzling laurel wreath and apparent likeness of the sitter and the artist were exciting and perplexing. When compared with Vrubel's Self-Portrait painted in 1883 (The State Russian Museum) during artist's work Hamlet and Ophelia (watercolour, 1883, Kiev Museum of Russian Art; the oil painting, 1884, is in the State Russian Museum and the eponymous painting, which continues this theme in 1888 is in the State Tretyakov Gallery) this indenyable likeness of the depicted sitter and Mikhail Vrubel became even more obvious. In these works dating to 1883-1888, artist choose to depict himself as a model for Shakespeare's Hamlet symbolically aligning himself with the eternal symbol of intellectual complexity, spiritual discord, suffering and loneliness to that of the Danish Prince.

Stylistic comparisons of the present painting with well-known works from the Tretyakov gallery, for example with the Portrait of Anastasia (1894) and with sketches from his Mediterranean travels, Porto Fino, Propylaea, Athens (1894), reveal similarities in painting style and palette. As a result it became possible to date the present lot to the first half of the 1890s.

In September 1889, on the way from Kazan to Kiev, Vrubel made a stop in Moscow, where he met his old friends Konstantin Korovin and Valentin Serov. The artists introduced him to Savva Mamontov, a man of spirited personality and boundless energy, a passionate philanthropist art and music connoisseur who established the Abramtsevo artist's colony near Moscow which later became a center for fostering the revival of Russian folk art and traditional crafts. The estate and the colony of artists around Abramtsevo became one of the most influential centres of art and music in Moscow famous for its distinctive creative and intellectual milieu.

The stimulating atmosphere of Mamontov's residence exemplified the idea of a synthesis of various art forms and its national manifestation: works were created in a neo-Russian style, the fusion of European modernism and Russian romanticism. The owners of Abramtsevo supported the popular tradition of domestic music and theatre performances and by 1885 Abramtsevo had its own opera theatre where Savva Mamontov often directed productions and wrote often wrote plays. Many artists in residence and guests were encouraged to take part in plays and productions or make contributions as stage and costume designers, or musicians. In addition to the more professional opera performances at the Private Opera, plays in the residence continued on regular basis. Mamontov asked Vrubel to create stage design for his the tragedy Saul. The artist worked on sketches together with Valentin Serov and the premiere, which took place in 1890, was a great success. Two years later during the 15th anniversary of the Mamontov's Theatrical enterprise Vrubel was offered a chance to demonstrate his remarkable

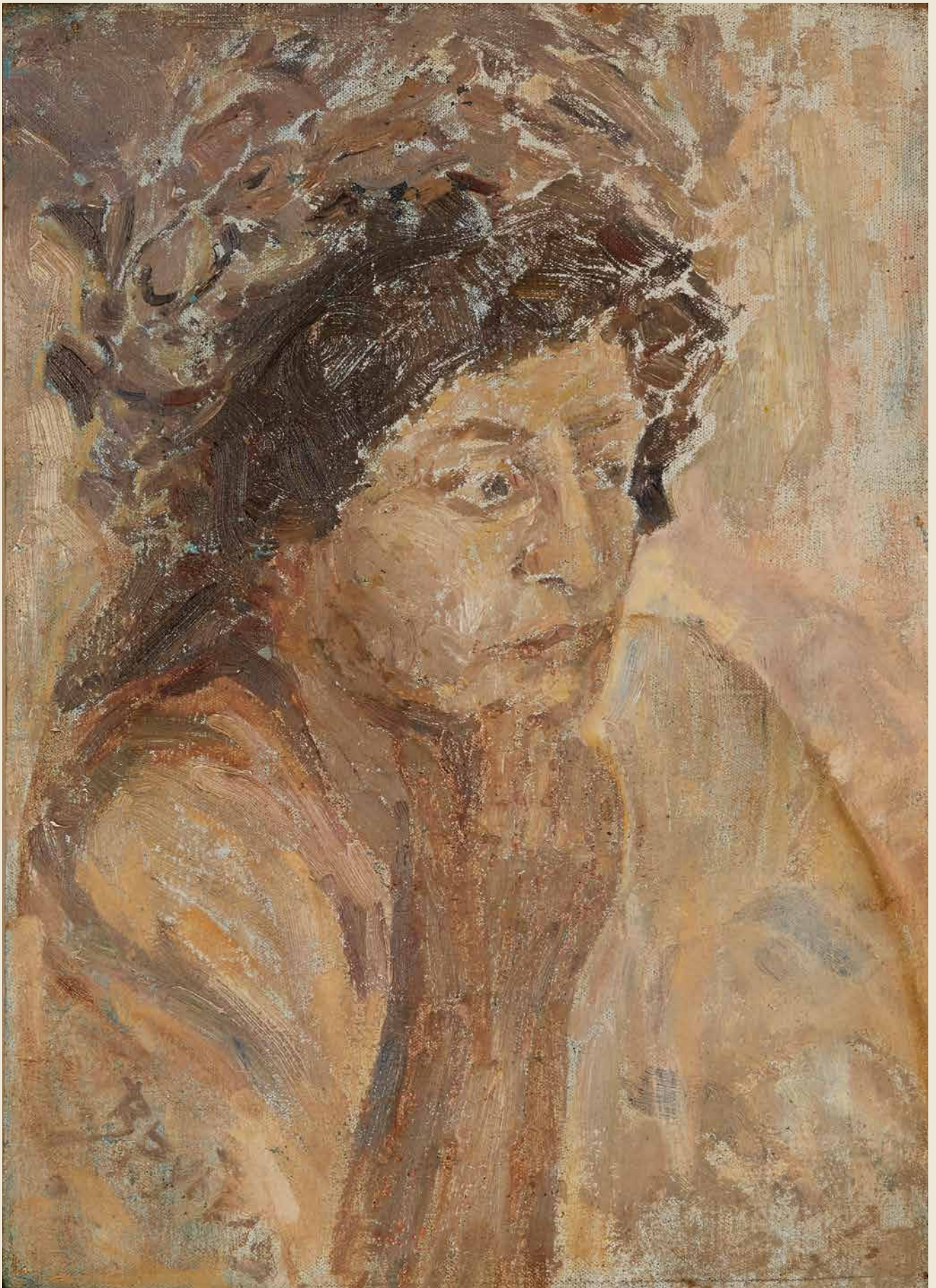
acting talent. During the anniversary evening, he staged a tableau vivant based on Othello by William Shakespeare. In addition, Vrubel and A. Vasnetsov staged another tableau vivant, Dante and Virgil, directed by Serov. A description of this performance can be found in an album A chronicle of our artistic circle published by the artists in Moscow in 1894. The most important characteristic of the tableaux vivants art form in the second half of the XIX century was the recognizable similarity of the presented scene and the known painting or sculptural composition, and the ability of the audience to connect both art forms. In this case, the painting staged was apparently Dante and Virgil or The Barque of Dante by Delacroix (1822, Louvre, Paris). It is very likely that Vrubel persuaded Serov to choose this presentation because the artist had been fascinated by Dante's Divine Comedy since he was a young boy. In September 1892, when the premiere of the performance was just a few months away, Vrubel wrote to his sister concerning his intention to work on three large paintings, one of which was: Dante walking in a grove of stone pines at Ravenna. Curiously, the artist depicted himself as a Virgil instead. The figure of the Latin poet and Dante's guide on his journey through Hell and Purgatory, might have been even more attractive to Vrubel. Another famous artist, Sergei Sudeikin, wrote after meeting Vrubel for the first time: 'Never in my entire life have I met more charming person... He recited the Iliad and the Odyssey in Greek, Virgil in Latin, Faust in German, Hamlet in English, and Dante in Italian. All this was combined with magnificent comments delivered in French.'

The spell bounding effect of the tableaux vivants was achieved through a combination of the utmost authenticity of the original source and the staged models, immobile and carefully positioned. The moment a figure on stage came to life was the moment when the illusion would be destroyed. The actor had to be as motionless as a statue in these performances and this accounts for the deliberate stillness in the offered work.

In spite of the enormous popularity of tableaux vivants at theatrical evenings, there is very little information concerning this type of performance. There are virtually no reproductions or descriptions which remain. As such, the offered picture is a rare discovery. It was most likely painted during preparation for the tableau vivant of Dante and Virgil, or possibly, following the performance.

Two months after the performance of Dante and Virgil, in March 1894, Vrubel accompanied Mamontov's son to Naples. The journey was to last six to eight weeks and in a letter to his sister Anna the artist wrote: 'I'll take with me numerous artistic tools to capture this stay and create sketches'. The colour palette of these sketches is very similar to the offered lot, The artist in the role of Virgil... and therefore Vrubel probably used the same medium and color palette in both. Accordingly, the painting can be dated to 1893.

We are grateful to Dr Eleonora Paston for providing this note.



После множества стилистических и технико-технологических исследований картины, поступившей на экспертизу с предполагаемым авторством М.А.Врубеля (1856–1910), принадлежность ее кисти Врубеля, одного из самых загадочных художников в русском искусстве конца XIX – начале XX века, было подтверждено. Но исследуемое произведение продолжало хранить в себе тайну. На экспертизу оно поступило без названия и вопрос о том, что за персонаж изображен в картине, не давал покоя. Сосредоточенная, несколько даже застывшая поза изображенного мужчины, лавровый венок на голове и определенное сходство его облика с чертами лица самого художника будоражили воображение. При сравнении картины с «Автопортретом» Врубеля 1883 года (ГРМ), написанном в период работы художника над композицией «Гамлет и Офелия» (акварель 1883 года – в Киевском музее русского искусства; картина маслом 1884 – в ГРМ и одноименная картина, продолжившая эту тему в 1888 году – в ГТГ) это сходство читалось особенно ясно. В работах 1883 и 1888 годов Врубель писал шекспировского Гамлета с себя, используя свой автопортрет, соотнося себя с вечным образом, образом-символом, раскрывающим внутреннюю сложность, душевный разлад, страдание и одиночество датского принца.

Стилистическое сравнение исследуемой картины с эталонными произведениями, находящимися в Третьяковской галерее, в частности, с работами «Портрет Насти» (1894), портрет сестры художника по отцу Анастасии, этюдами из путешествия по Средиземноморью – «Порто-Фино», «ПроPILEI. Афины» (1894), выявило сходство в живописной манере и палитре. Таким образом, определено время создания картины – первая половина 1890-х годов.

Но что означает обнаруженное сходство с обликом художника? С каким литературным персонажем он соотносит себя теперь? Для ответа на этот вопрос обратимся к фактам биографии Врубеля этого времени. В сентябре 1889 года по дороге из Казани в Киев художник заезжает в Москву, где встречается со своими давними друзьями Константином Коровиным и Валентином Серовым. Они знакомят его с С.И. Мамонтовым, яркой личностью, страстным любителем искусства, вокруг которого сплотился кружок талантливых художников, названный позже Абрамцевским. Дом Мамонтова к этому времени стал одним из самых известных художественных центров Москвы. Врубель попал в царившую там исключительно творческую, свободную, художественную и интеллектуальную атмосферу. В семейной обстановке содружества сформировались и исподволь воплощались идеи синтеза искусств на национальной основе, создавались произведения в неорусском стиле, национально-романтическом направлении европейского модерна. Домашние спектакли кружка, в которых художники выступали в качестве актеров, декораторов, певцов, режиссеров, переросли в создание Мамонтовым своего оперного театра (1885), но на домашней сцене еще продолжались любительские постановки. Врубелю, легко влившемуся во все сферы деятельности содружества, Савва Иванович заказывает оформление домашнего спектакля по трагедии «Саул», написанной им с сыном Сергеем. Художник

делает эскизы и вместе с Валентином Серовым пишет сами декорации. Спектакль состоялся 6 января 1890 года. Он имел большой успех, обеспеченный, в том числе и работой над спектаклем Врубеля. Двумя годами позже, в январе 1893 года в доме Мамонтова был устроен драматический вечер, посвященный 15-летию театральной деятельности содружества. Тогда Врубель блеснул своими актерскими и режиссерскими способностями. На этом вечере им была поставлена живая картина «Отелло» по пьесе У.Шекспира и вместе с А.М.Васнецовым он участвовал в качестве актера в постановке другой живой картины «Данте и Вергилий», режиссером которой был Серов. Сведения об этом мы находим в альбоме, изданном художниками: «Хроника нашего художественного кружка» (М., 1894).

Важнейшим элементом в восприятии зрителями живых картин, очень популярном театральном действе во второй половине XIX века, был момент узнавания каких-либо известных скульптурных или живописных произведений. В данном случае такой картиной, по всей видимости, стало полотно Э. Делакруа «Данте и Вергилий» или «Ладья Данте» (1822, Лувр, Париж). Вполне возможно, что именно Врубель инициировал постановку Серовым живой картины на эту тему. Художник был увлечен «Божественной комедией» Данте Алигьери (1307 – 1321) еще в гимназические годы. В сентябре 1892 года, когда до вечера оставалось несколько месяцев, он говорил в письме к сестре о намерении написать три большие картины, среди которых была: «Роща под Равенной из пиний, в которой прогуливался Дант (я привез чудные фотографии этой рощи), с фигуркой Данта». Но запечатлел то себя он в образе Вергилия, латинского поэта, спутника и проводника Данте в его путешествии по Аду и Чистилищу, описанию которого посвящены первые две части поэмы Данте. Творчество римского поэта Публия Вергилия (70



Signature (detail)

– 19 до н. э.) ему было также хорошо знакомо. Воспоминания С.Ю.Судейкина сохранили его первую встречу с Врубелем: «За всю жизнь, – пишет Судейкин, – я не встречал личности более обаятельной <...> Он декламировал «Илиаду» и «Одиссею» по-гречески, Вергилия по-латински, «Фауста» по-немецки, «Гамлета» по-английски и Данта по-итальянски. Все это было перемешано с французскими изумительными комментариями». Распределение же ролей между А. Васнецовым и М. Врубелем решалось, вероятно, исходя из внешних данных художников. Эффект в живых картинах достигался сочетанием предельной подлинности (зритель видел в них не изображенных Аполлона, Гомера и так далее, а как бы их самих) и неподвижности, «окаменелости» фигур. Как только фигуры «оживали» разрушалась и иллюзия их реальности. Живое (человеческое тело) здесь как бы «притворялось» неживым, человек создавал иллюзию статуи или даже плоскостного изображения. Отсюда, вероятно, в картине Врубеля «Вергилий» присутствует намеренная неподвижность. При необычайной популярности живых картин на всевозможных театральных вечерах, свидетельств об их постановках сохранилось крайне мало. Их воспроизведения или описания до нас почти не дошли. В этом смысле представляемая картина Врубеля является абсолютной драгоценной редкостью. Она писалась, вероятно, или в процессе подготовки живой картины



M.A. Vrubel
Self-portrait as a young man
 (collection of E.M. Tereschenko)
 Apollon, 1913, page 6



M.A. Vrubel
Self-portrait (academic study)
 (collection of E.M. Tereschenko, Kiev)
 Apollon, 1913, illustration plate after page 8

«Данте и Вергилий», или после вечера по впечатлению от созданного образа.

Спустя два месяца, 4 марта 1894 года Врубель отправится морем в Неаполь, сопровождая в путешествии старшего сына Мамонтова, Сергея. Путешествие должно было продлиться полтора-два месяца и в письме к своей сестре Анне художник пишет: «Беру с собою целый арсенал художественных инструментов, чтобы запечатлеть это пребывание минимум в 20 этюдах». Вероятно, отсюда то сходство палитры, которое можно видеть в картине «Мужчина в лавровом венке» и в этюдах из путешествия по Средиземному морю 1894 года. Врубель пользовался в них одним и тем же набором красочных материалов.

Все сказанное, на наш взгляд, дает нам полное право ввести дополнение к картине М.А.Врубеля, названной нами «Вергилий», – «М.А. Врубель в образе Вергилия в живой картине “Данте и Вергилий”». Абрамцевский художественный кружок. Постановка 9.01.1893 года».

Мы благодарны Элеоноре Пастон, доктору искусствоведения, за исследование по данной работе.



40
OLGA NIKOLAEVNA HILDEBRANDT
(1897-1980)
 Sails
 signed in Cyrillic and dated '1933' (lower right)
 watercolour on paper
 23 x 33cm (9 1/16 x 13in).

£2,000 - 3,000
 US\$2,900 - 4,300
 €2,500 - 3,800

Provenance
 Private collection, Berlin



41
VASILII DMITRIEVICH POLENOV
(1844-1927)
 Academic sketch
 dated '1868' (lower right); signed in Cyrillic (verso);
 further inscribed 'drawing from the collection of
 Vasilii Vasilevich Egerev'
 pencil on paper
 30.5 x 24cm (12 x 9 7/16in).

£5,000 - 7,000
 US\$7,200 - 10,000
 €6,400 - 8,900

Provenance
 Private collection, Berlin



42
FEDOR (FIDELIO) ANTONOVICH BRUNI
(1799-1875)
 Female nude
 watercolour on paper
 45.5 x 30.2cm (17 15/16 x 11 7/8in).

£400 - 600
 US\$580 - 870
 €510 - 760

Provenance
 Private collection, France
 Bonhams, London, 1 December 2010,
 The Russian sale, lot 35



43



44

43
OLGA NIKOLAEVNA HILDEBRANDT
 (1897-1980)
 Palms
 signed in Cyrillic and dated '1931' (lower right)
 watercolour on paper
 23 x 33cm (9 1/16 x 13in).

£2,000 - 3,000
 US\$2,900 - 4,300
 €2,500 - 3,800

Provenance
 Private collection, Berlin

44
IVAN IVANOVICH SHISHKIN
 (1832-1898)
 Woodland study
 signed in Latin with initials 'I.Sh.' (lower right)
 and indistinctly dated (lower left); further inscribed
 'from the collection of Zalkind (Kazan)' (verso)
 pencil on paper
 20 x 31cm (7 7/8 x 12 3/16in).

£5,000 - 7,000
 US\$7,200 - 10,000
 €6,400 - 8,900

Provenance
 Private collection, Berlin

PROPERTY FROM A PRIVATE COLLECTION

45

MIKHAIL FEDOROVICH LARIONOV (1881-1964)

Still life with fish and flowers

signed in Latin and dated '1909' (upper left)

oil on canvas

40 x 55.8cm (15 3/4 x 21 15/16in).

£80,000 - 100,000

US\$120,000 - 140,000

€100,000 - 130,000

Provenance

Sotheby's, London, 12 April 1972 (20th Century Russian Paintings, Drawings and Watercolours 1900-1930), lot 10

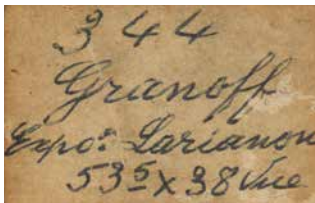
Christie's, London, 7 December 1979 (19th Century Impressionist Paintings, Drawings and Watercolours, property of The late Mrs J.P. Dewhurst and various properties), lot 353

Acquired from the above by His Honour Judge Bruce Griffiths, QC
Thence by descent

Exhibited

Paris, Galerie Granoff, *Larionov*, no. 344
(according to label on verso of frame)

His Honour Judge Bruce Griffiths, QC, (1924-1999) was chairman of the Art Committee of the Welsh Arts Council, the Welsh Portrait Sculpture Trust and the Contemporary Art Society for Wales.



Label (verso)





Fish, 1906. Centre George Pompidou.
Reproduced in G. Pospelov, E. Ilukhina, *Mikhail Larionov*,
Moscow, 2005, p. 47.

Still life with fish and flowers, dated 1909 by the artist, falls into an important transitional period in Mikhail Larionov's oeuvre in which the artist moved away from the influence of the French Impressionists towards development of a new language known as Russian Neo-Primitivism. This was a time of a great artistic experiment defined by attempts to reconcile the sensitivity to the influences of European modernism with a profound interest in Russian motifs and painterly traditions.

Larionov's continued interest in everyday genres and motifs is notable in his entire body of work. The artist repeatedly addressed the same subject in a variety of stylistic and conceptual approaches. As such, the fish motif, presented in *Still life with fish and flowers*, has a story arc of its own within the course of Larionov's evolution as an artist. For example, Larionov's early Impressionist-inspired dynamic composition and colour scheme in *Fish*, 1906, (Centre George Pompidou; published in G. Pospelov, E. Ilukhina, *Mikhail Larionov*, Moscow, 2005, p. 47) by 1908 would be replaced by a significantly more stable structure and solid palette in *Flounder*, 1907-1909 (Private collection, Moscow; *ibid.* p. 51). Although preserving a similar circular composition, Larionov now sets the fish among the other ingredients of a simple peasant meal spread on the kitchen table by a window. Larionov's method changes as he shifts from a rhythmic Monet-like brushstroke towards a flatter expressionist application of paint, from a vibrating palette of blues, greys and pinks to subdued

blues, browns and greys. As though having lost interest in colour, light and movement in the painting, Larionov begins to focus primarily on form and space to convey a different symbolic meaning for the object.

This approach is taken further in the present lot, *Still life with fish and flowers*. The two fish are now set against a flat non-specific abstract background which is divided into two contrasting panes. The composition is counter-balanced by the roughly outlined flower vases on each side while the white fish at the centre become the main focal point for the viewer. The surface is painted in rough flat brushstrokes which create three colour sections: the table, the background and the fish, which dominate the space with their contrasting palette and primitive form. This simplification of form and expression of colour allude to the tradition of distortion of the figure of the German Expressionist painters in an attempt to convey the inner beauty and spiritual meaning of the object. Hence, in the present lot, the fish - detached from their physical properties or decorative function - become symbolic of both penury and abundance and the transitory nature of both, while the painting brings to mind the biblical trope of two fish divided by Jesus to feed five thousand people.

The idea of ephemerality is also brought to the fore in the artist's treatment of the flowers: the roughly outlined branches at first appear brittle only to display barely distinguishable young buds in red and white to convey the notion of birth and the cycle of life. These elements also refer the viewer to the the traditions of Russian Orthodox icon painting, from which Larionov continuously drew inspiration in search of his own concept of the 'spiritual in art' and which he would describe at length later, in the 1920s, in an essay on Russian icons:

*There are two artistic principles. The first is to render nature on the basis of acquired knowledge and to involve naturalistic forms in a composition using various methods... The second is to study life as it is with no regard to the influence of the external world, and, based on this dynamically changing and moving form, to depict the essence of the object or scene in the most expressive way... Russian icon painters were inspired by the second principle as they, as painters, were boldly led towards an important abstraction. This abstraction manifested itself in the use of schemas and pre-established formulas related to a predetermined style through which they expressed the abstract and mystical sense of life.... It is through the nuances of colour and the finesse of the graphic forms that the religious and mystical state we experience when contemplating icons manifests itself.... The beauty and finesse of the drawing of these stylised forms and the fascinating abstract harmony of their colouration aspire to render the world of the beyond... It is a kind of spiritual realism.... You really believe that they concern another life. (M. Larionov, *Les Icônes*, c. 1920s, cited in *Mikhail Larionov, Une Avant-Garde Explosive*, Lausanne, 1978, pp. 132-133).*

Натюрморт с цветами и рыбой, датированный 1909 годом, был создан в важный для Михаила Ларионова переходный период, во время которого художник отходит от импрессионистического влияния предыдущих лет и встает на путь создания новаторского языка в искусстве, известного как русский неопримитивизм. Это время больших экспериментов в работах мастера, когда тенденции европейского модернизма переплетаются с традиционно русскими, почти лубочными живописными мотивами.

Интерес Ларионова к бытовому жанру прослеживается на протяжении всего творческого пути и выражается в неоднократных повторениях одних и тех же мотивов и сцен, исполненных в разнообразных художественных приемах. Так и представленный сюжет – композиция с рыбами – имеет самостоятельную фабулу в контексте творческого развития художника. Изучая Ларионовские «рыбы», можно проследить, как на место вдохновленной импрессионистами динамичной композиции и живого цветового решения в работах 1906 годов (*Рыбы*, Центр Жоржа Помпиду, Париж) приходят более спокойная и уравновешенная композиционная форма, а также естественная палитра, как например в натюрморте *Камбала*, 1907-1909 гг. (Частное собрание, Москва). При выборе аналогичного кругового принципа построения композиции, художник представляет рыбу уже в ином формальном и идейном контексте – лежащей на кухонном столе у окна в окружении других ингредиентов скромного ужина. Художественный метод Ларионова меняется, в то время как ритмичный импрессионистский мазок сменяет близкое к экспрессионистскому вдумчивое плоское наложение пигмента, а живую палитру синих, розовых и серых красок - приглушенные оттенки серого, синего и коричневого. Художник, будто потеряв интерес к свету и движению, сосредотачивается на форме и пространстве в стремлении придать другое символическое значение уже знакомому предмету.

В представленном *Натюрморте с цветами и рыбой* эта тенденция продолжает свое развитие. Пространство кухни заменяет разделенный надвое уплотненный абстрактный фон, в темной части которого лишь угадывается стол. Композиция балансируется грубо очерченными ветками по краям, в то время как белая рыба, исполненная в манере примитивного рисунка, становится бесспорным центром внимания зрителя. Поверхность холста прописана в грубой плоской технике мазка и делится на три смысловые части: землянисто-песочный фон, стол, и сама рыба, доминирующая в пространстве за счет контраста голубой белизны с черно-синим фоном и тарелкой. Это стремление к упрощению формы напоминает нам об экспериментах художников немецкого экспрессионизма, отдающих предпочтение примитивной форме для достижения глубокого эмоционально и духовного эффекта. Так, две рыбы, застывшие на темном безликом фоне в окружении прозрачных ваз с ветками, представляют собой более не предмет, а идею скоротечности изобилия и недостатка, относя нас к библейскому



Fish, 1914-1915. Private collection.
Reproduced in G. Pospelov, E. Ilukhina, *Mikhail Larionov*, Moscow, 2005, p. 156.

сюжету об Иисусе, накормившего народ двумя рыбами и семью хлебами, а также имени Христа Ихтис (рыба) и его многочисленным аллегорическим изображениям в виде рыбы. Идея эфемерности бытия эхом откликается в изображении цветов в натюрморте, которые представляются ветками с еле пробивающимися красными и белыми бутонами, символизирующими рождение и цикличность жизни. Иконичность изображения, которой художник добивается с помощью отсутствия света, очерченности предметов и уплощения пространства, также напоминают нам о русских иконописных традициях, к которым Ларионов неоднократно обращался на протяжении своего творческого пути и которые он описал в собственном исследовании русской иконы в 1920-х годах:

“Есть два художественных принципа. Первый: воспроизвести природу на основе полученного знания и задействовать натуралистические формы в композиции разными способами... Второй: изучать жизнь саму по себе, независимо от проявлений окружающего мира и, исходя из этих постоянно движущихся и изменяющихся форм, изобразить наиболее выразительное проявление объекта или ситуации... Русские иконописцы были вдохновлены вторым принципом и решительно двигались в направлении абстракции. Эта абстракция проявлялась в использовании схем и канонов, относящихся к предзаданной манере, через которую они выражали мистический и абстрактный смысл жизни.” (М. Ларионов, *Les Icônes*, с. 1920s, процитирован в *Mikhail Larionov, Une Avant-Garde Explosive*, Lausanne, 1978, pp. 132-133).

46

MIKHAIL FEDOROVICH LARIONOV (1881-1964)

A preparatory drawing for a lithograph illustration for *Le Futur*, 1913, by Konstantin Bolshakov
inscribed on verso in Cyrillic 'Drawn by M. Larionov/ confirmed by L. Zhegin, 1962'
pencil on paper
22.1 x 18cm (8 11/16 x 7 1/16in).

£2,500 - 3,500

US\$3,600 - 5,100

€3,200 - 4,400

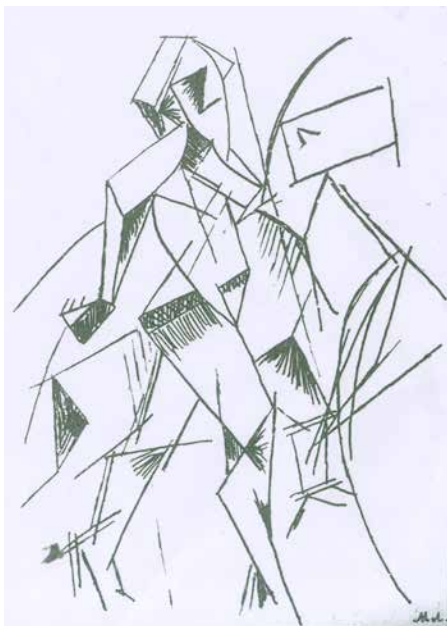
Provenance

With the Grosvenor Gallery, stock no. 5467
Acquired from the above in 1975 by
His Honour Judge Bruce Griffiths, QC, for £250
Thence by descent

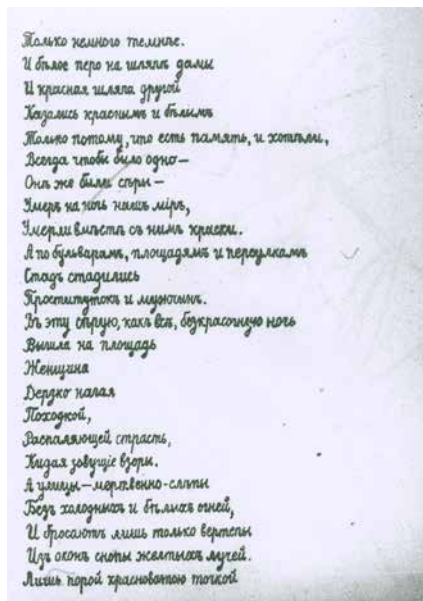
His Honour Judge Bruce Griffiths, QC, (1924-1999), was chairman of the Art Committee of the Welsh Arts Council, the Welsh Portrait Sculpture Trust and the Contemporary Art Society for Wales.

Lev (Shekhtel) Zhegin, 1892-1969, who confirmed the authenticity of the offered lot and inscribed its verso in 1962, was a painter and graphic artist and close friend of Larionov. Along with Nikolai Vinogradov, Zhegin organised the sending of works by Larionov and Goncharova from their Moscow studio to Paris following the couple's relocation to France after 1915.

The offered lot is an exceptionally rare work and a significant discovery in the field. Mikhail Larionov and Natalia Goncharova drew a series of illustrations which were published as lithographic illustrations to the poem *Le Futur* by Konstantin Bolshakov. The poem garnered a scandalous reception when it was published in Moscow in 1913 and was subsequently confiscated by the police.



Detail of lithograph by Larionov for which the offered lot is the preparatory drawing, from *Le Futur* by K. Bolshakov, Moscow, 1913



Extract from *Le Futur* by K. Bolshakov, Moscow, 1913

Konstantin Bolshakov (1895-1938), was an important Moscow Futurist poet and his long poem, *Le Futur* was deemed provocative because it focused on the appearance of a naked woman in a city who inflames the menfolk, arousing the 'ancient Adam' in their loins. An ensuing frenzy of lust results in the death of the men from exhaustion and their bodies litter the streets. Ultimately, the poem ends on a positive note because from the fruit of the men's loins a new world will be born, but the authorities were blinded by the scandalous subject of the work and it was confiscated. Many copies were destroyed and the poem was suppressed, along with the beautiful and pioneering illustrations by Larionov and Goncharova.

The artistic union of Bolshakov, Larionov and Goncharova for the publication of the poem in 1913 was a successful one. Bolshakov's text lends itself to geometric forms: at the beginning of the poem he likens a triangular sunset to the female's body, while the lines of verse to which the offered lot pertains emphasise the energy and power of the woman. Larionov's illustration depicts a woman about whom nothing is soft and vulnerable and everything is angular, determined and pre-determined: she herself will prove to be the final fate of the men of the city.

Вышла на площадь / Женщина / Дерзко нагая / Походкой, распалюющей страсть...

She came out onto the square/ This woman/ Walking, flagrantly unclothed, setting lust aflame...

[K. Bolshakov, *Le Futur*, Moscow, 1913]

Interestingly enough, the rarity and significance of Bolshakov's poem with illustrations by Larionov and Goncharova, was underscored when a copy of the 1913 publication was stolen, alongside Newton's *Principia* from the Russian National Library in St. Petersburg in 2002. Thankfully the books were recovered but the theft underlines contemporary appreciation of the importance of the book.

The preparatory drawings for the lithographic illustrations for the poem by Goncharova are presently in the collection of the Tretyakov Gallery, a bequest of George Costakis.





VARIOUS PROPERTIES

47*

ABRAM ANSHELEVICH MANEVICH (1881-1942)

Village Juif

signed in Latin (lower right) and inscribed in Cyrillic and Latin 'Propriété de A.H. Horwatt' and numbered '61' on label (on verso)

oil on canvas

70 x 68cm (27 9/16 x 26 3/4in).

£30,000 - 40,000

US\$43,000 - 58,000

€38,000 - 51,000

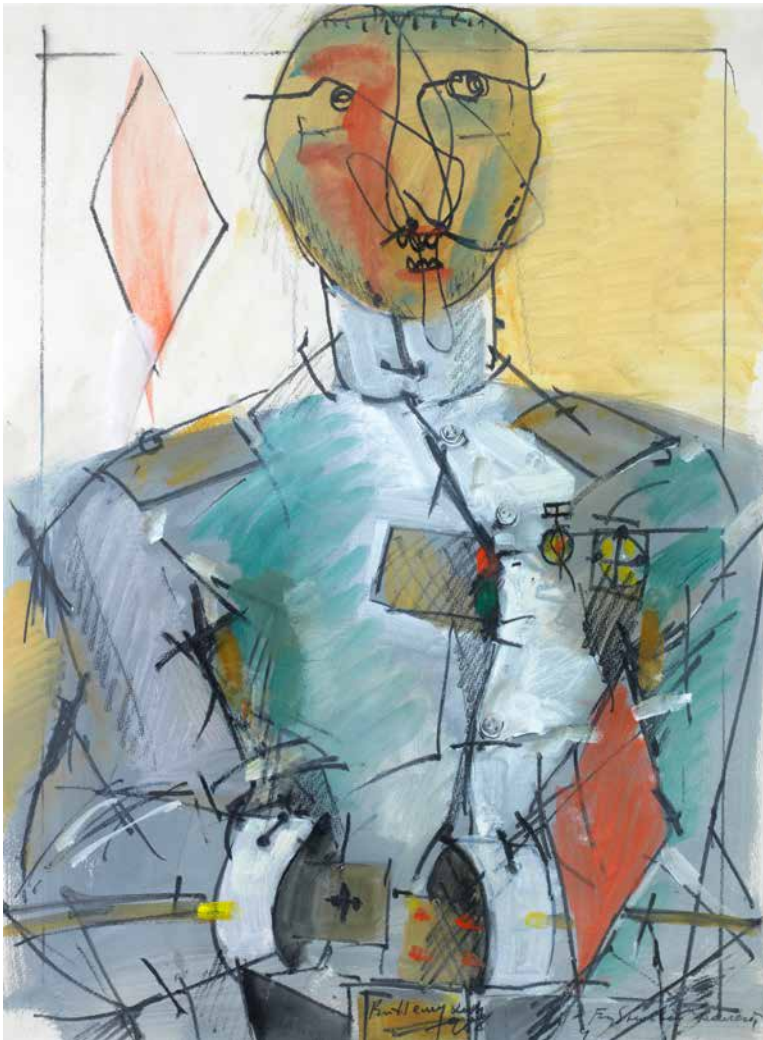
Provenance

Arthur de Horwatt, Geneva

Private European collection

Exhibited

Manevich exhibition at Durand-Ruel, n.61



48*

VLADIMIR NIKOLAEVICH NEMUKHIN (1925-2016)

'Bubnovyi Valet'

signed in Cyrillic and dated '1988' (lower centre), titled (lower right)

oil, gouache and watercolour on paper

77.5 x 57.5cm (30 1/2 x 22 5/8in).

£2,000 - 4,000

US\$2,900 - 5,800

€2,500 - 5,100



49

PAVEL TCHELITCHEV (1898-1957)

'Der Läufer'

titled 'Der Läufer' and inscribed 'Ill act' in Cyrillic on the lower margin;

signed with artist's stamp in Latin (verso)

gouache on paper

25 x 32cm (9 13/16 x 12 5/8in).

£5,000 - 7,000

US\$7,200 - 10,000

€6,400 - 8,900

Provenance

Estate of the artist

With Richard Nathanson, London

Purchased from the above by the present owner

Exhibition

London, The Alpine Club, W1, arranged by Richard Nathanson,

Pavel Tchelitchev 1898-1957: A Collection of Fifty-four

Theatre Designs c. 1919-1923, 13-22 December, 1976, no. 44

Literature

R. Nathanson, *Pavel Tchelitchev 1898-1957: A Collection of*

Fifty-four Theatre Designs c. 1919-1923, The Alpine Club,

London, 1976, exhibition catalogue, p.29, no. 44, illustrated

Tchelitchev's work in Berlin was enthusiastically received and widely influenced German stage designers during the mid-1920s. In 1923, he was commissioned by The Berlin State Opera to create sets and costumes for the Rimsky-Korsakov opera, *Coq d'Or*. Realistic stage designs and obvious settings never interested Tchelitchev, instead 'under his hand, the stage possessed no limitation to the visual exploitation of the theme, and [became] a universe in which any event could be given form.' (D. Windham, *Dance Index*, New York, 1944, p.4) The splendour of the designs for *Coq d'Or* fully attests to this.

Coq d'Or was a folktale adapted into a political satire, the fable of 'the Tzar who forgot his kingdom and caroused with the ladies of the court while a Golden Cockerel kept watch for him over his troubled country.' (D. Windham, 1944, p.7) Hence, all shapes and forms were rounded, eliminating the sharp edges of the heavy cubes present in Savonarola: '[...] everything becomes stuffed, upholstered and cushioned, with balls bursting out of bosoms and buttocks.' (L. Kirstein, *Tchelitchev*, Santa Fe, 1994, p.31) The genius of Tchelitchev was such that his geometry was able to convey the whole spectrum of emotions, proving to the public that imagination knows no limits.



50^{AR}

YURI PAVLOVICH ANNEKOV (1889-1974)

Set design for the play 'Le pain des Jules'

signed in Latin (lower left)

pencil and gouache on paper

38 x 56.7cm (14 15/16 x 22 5/16in).

£4,000 - 6,000

US\$5,800 - 8,700

€5,100 - 7,600

Provenance

A gift from the artist to Maria Gromtseff, a theatre costume designer in Paris

Thence by descent

Private collection, Paris

Literature

Vladimir Hoffmann, *Yuri Annenkov. Russian period.*

French Period, Moscow, 2016, listed p. 212

The present lot is a set design for Agne Bastinani's comedy *Le pain des Jules*, staged in 1967 at the Théâtre des Arts, Rochechouart, Paris.



51

GEORGIY GRIGORIEVICH NISSKY (1903-1957)

Silver birches by the road

signed with initials in Cyrillic (upper right); further

signed and titled in Cyrillic (on verso)

gouache on paper

21 x 31.5cm (8 1/4 x 12 3/8in).

£2,500 - 3,000

US\$3,600 - 4,300

€3,200 - 3,800

52^{AR}

SERGE CHARCHOUNE (1888-1975)

Gondola

signed in Latin and dated '52-53'; further signed,

titled, numbered '32' and dated (on verso)

oil on canvas

53 x 81cm (20 7/8 x 31 7/8in).

£8,000 - 10,000

US\$12,000 - 14,000

€10,000 - 13,000

Provenance

Private collection, UK

Exhibited

Paris, Galerie Raymond Creuze, 1944-1957

Literature

Raymond Creuze, *Serge Charchoune*, Vol. 2, Paris, 1976, no. 691 as *Saint Georges no. 2*, illustrated p. 248, listed p. 255.

Pierre Guenegan, *Serge Charchoune, catalogue raisonné*, Vol. 4, 1951-1960, Carouge, 2006, no. 1953/010 as *Saint Georges no. 2*, illustrated, p. 186



53^{AR}

SERGE CHARCHOUNE (1888-1975)

Les Portes du Temple

signed in Latin (lower right); bears two labels

and two exhibition stamps (on verso)

oil on board

64 x 80cm (25 3/16 x 31 1/2in).

£6,000 - 8,000

US\$8,700 - 12,000

€7,600 - 10,000

Provenance

Private collection, UK

Exhibited

Paris, Galerie Raymond Creuze, 1944-1957

Literature

Raymond Creuze, *Serge Charchoune*, Vol. 2, Paris, 1976, no. 631, illustrated p. 204, listed p. 254.

Pierre Guenegan, *Serge Charchoune, catalogue raisonné*, Vol. 2, 1931-1950, Carouge, 2006, no. 1949/14, illustrated p. 310



54^{AR} WT

LIDIA MASTERKOVA (1927-2008)

Untitled

signed in Cyrillic and dated '68' (upper left);

with inscribed poem (on verso)

mixed media on canvas

208 x 130cm (81 7/8 x 51 3/16in).

£70,000 - 90,000

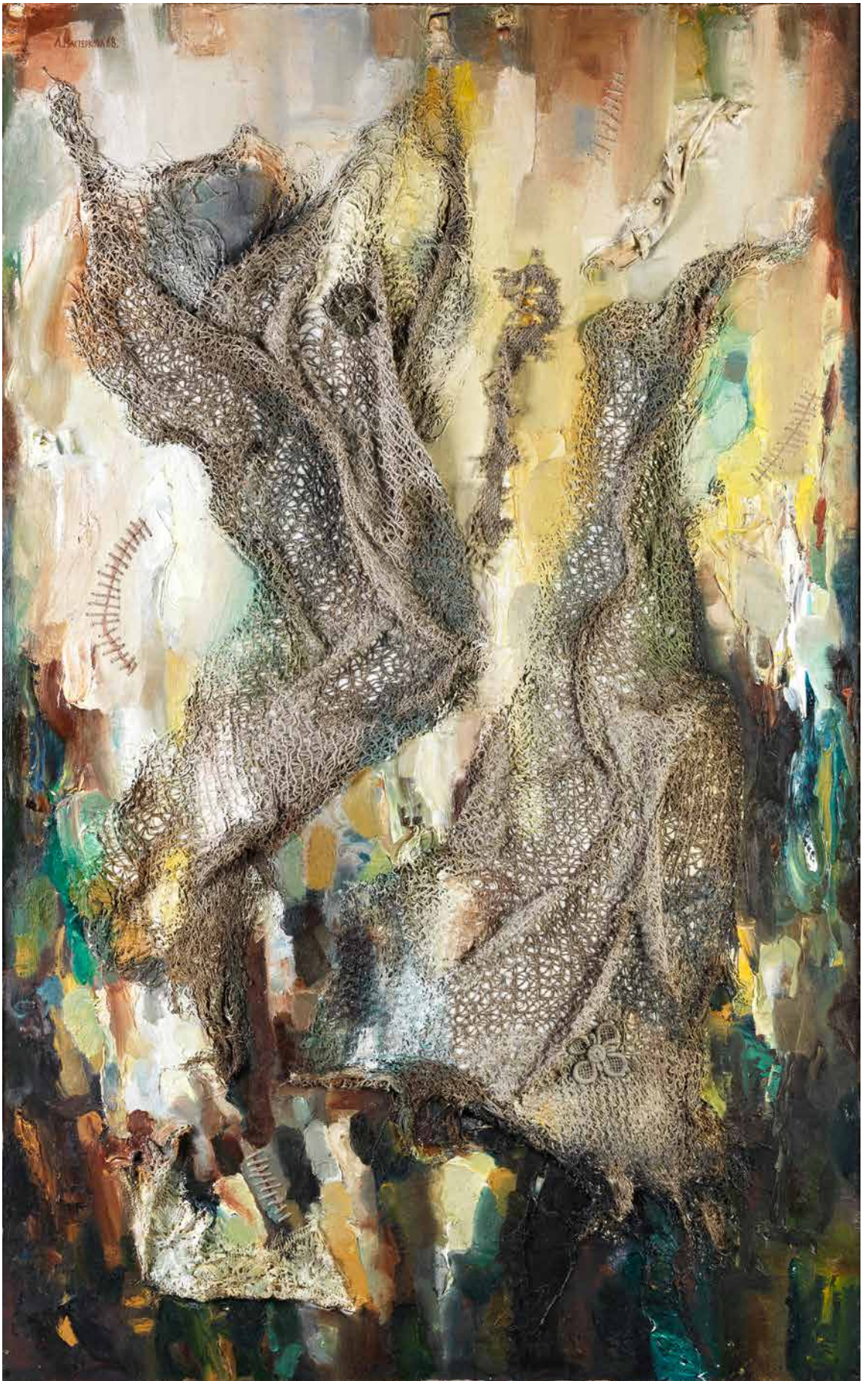
US\$100,000 - 130,000

€89,000 - 110,000

Provenance

Acquired directly from the artist 1960s

Acquired from the above by the present owner, Vienna





55^{AR}

YURI PAVLOVICH ANNEKOV (1889-1974)

Illusion optique aux carres

signed in Latin (lower left)

oil with collage with wood and twigs on canvas

100.5 x 81.5cm (39 9/16 x 32 1/16in).

£25,000 - 30,000

US\$36,000 - 43,000

€32,000 - 38,000

Provenance

Private collection, Paris

Literature

Vladimir Hoffmann, *Yuri Annenkov. Russian period. French Period*,
Moscow, 2016, illustrated p. 202.



56

56
ELY BELUTIN (1925-2012)

'In the Street'
 signed in Latin, dated '1961' and numbered '3015/74' (on verso);
 frame inscribed with titles in English and Russian bearing various
 paper labels
 oil on canvas
 135 x 99cm (53 1/8 x 39in).

£2,000 - 3,000
 US\$2,900 - 4,300
 €2,500 - 3,800

Provenance

Acquired directly from the artist by Alexey Chervinsky
 Acquired from the above by the great grandfather of the present
 owner in Warsaw, circa 1974



57

57^{AR}
LIDIA MASTERKOVA (1927-2008)

'Paris'
 signed in Cyrillic and dated '68' (lower left);
 with inscribed poem (on verso)
 mixed media on canvas
 106 x 65cm (41 3/4 x 25 9/16in).

£25,000 - 30,000
 US\$36,000 - 43,000
 €32,000 - 38,000

Provenance

Acquired directly from the artist 1960s
 Acquired from the above by the present owner, Vienna

The present lot is accompanied by a letter of authenticity
 from V.S. Silaev.

58* AR

YURI PAVLOVICH ANNENKOV (1889-1974)

Self-portrait
signed with initials in Latin, numbered "III / IV"
(lower centre, on the neck)
cast by Fonte Valsuani foundry
bronze, patina

height including base: 50 cm (19 11/16 in).

£50,000 - 70,000
US\$72,000 - 100,000
€64,000 - 89,000

Provenance

Madeline Annenkoff, wife of the artist, circa 1970s
Acquired directly from the above
Private collection

Literature

Vladimir Hoffmann, *Yuri Annenkov. Russian period. French Period*,
Moscow, 2016, pp. 177 – 179, illustrated p. 178, listed p. 285

The present lot is sold with a certificate of authenticity by Vladimir Hoffman who has confirmed the authenticity of the work.

During his lifetime Annenkov made numerous self-portraits, most of these being graphic works. The offered lot is the only sculptural self-portrait he executed and his only known sculpture.

Annenkov was well-acquainted with Ossip Zadkine and considered the artist his best friend in Paris, referring to him always with warmth and respect. When the pair arrived to study in Paris, in 1911 Zadkine cast a sculptural portrait of Annenkov, the bronze of which is presently in the collection of the Zadkine Museum Paris, based in the final workshop of the artist on rue d'Assas, by the Luxembourg Gardens. As further illustration of the pair's close friendship, on the occasion of Annenkov's marriage to his last wife Madeleine, Zadkine gave the couple two of his magnificent works on paper.

In the present self-portrait, Zadkine's influence is ever so slightly present: like Zadkine before him, Annenkov uses *contre-relief* to delineate his nose and yet this is the only element of the sculpture influenced by other artists. The bronze is, remarkably, both a sculptural and graphic creation. As though sketching a portrait on paper, Annenkov adds contour lines to the face, visible in the lips, hair, eyes, eyebrows and the nose.

The most pleasing feature of this portrait, however, is the means which Annenkov chose to depict his ever-present and celebrated 'monocle' (the artist was so wedded to his monocle that his friends were known even to remark that he was born with it): instead of sculpting the monocle, Annenkov chose to render it with an 'absence', a 'hole'. The technique is entirely successful and fantastically innovative.

The plaster maquette for the offered lot can be dated to the 1930s but the bronze cast was executed later, in the 1960s.

Vladimir HOFMANN
Expert AEE



Signature (detail)

В своем творчестве, Юрий Анненков часто обращался к автопортрету, обычно графическому. Работа, представленная на аукционе, единственный скульптурный автопортрет, что и определяет его исключительную ценность.

Будучи близкими друзьями с Осипом Цадкиным, они много времени проводили вместе. Юрий Анненков всегда говорил об известном скульпторе с большим уважением и теплотой. В 1911 году в Париже, где они вместе учились, Цадкин создает скульптурный портрет молодого друга. В настоящее время, бронзовый экземпляр портрета хранится в музее Цадкина (последней мастерской скульптора) в Париже.

В представленном на аукционе бронзовом автопортрете чувствуется сильное влияние Цадкина, например, использование Анненковым "контр-рельефа", для выражения формы носа. Однако, его работа абсолютно персональная, выполненная с присущим Анненкову особым стилем.

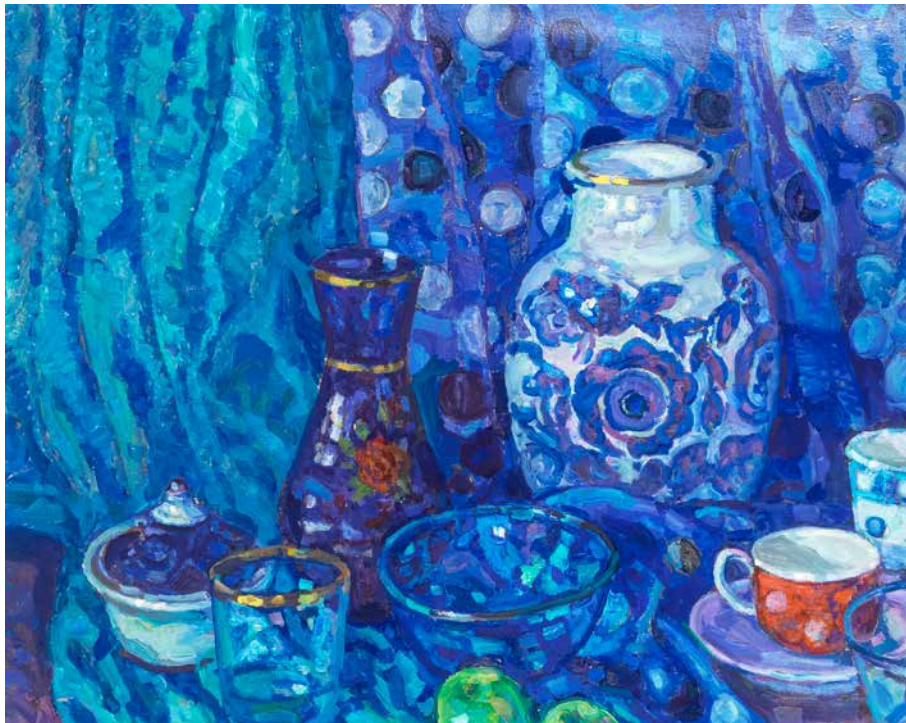
В автопортрете художник удачно сочетает скульптуру и графику. К рельефу Анненков добавляет прорисованные линии и контуры, которые уточняют и подчеркивают некоторые элементы лица : губы, брови, глаза, прическу и даже знаменитую бородавку на носу, без которой не обходится ни один его графический автопортрет.

Но самая поразительная и гениальная находка в этом портрете - физическое отсутствие знаменитого монокля и иллюзия его присутствия через «пустой» глаз (знаменитый монокль по поводу которого друзья шутили : "Он с ним родился !... "). В целом, портрет поражает мощной выразительностью и монументальностью.

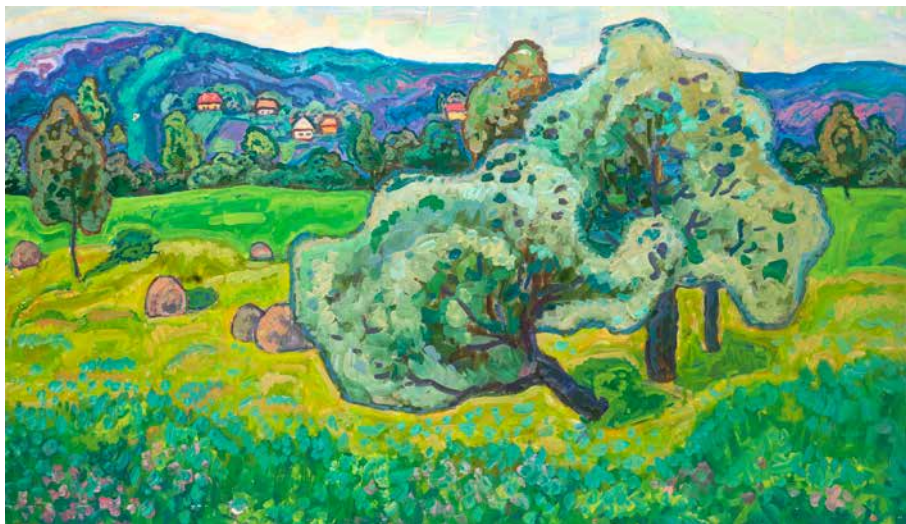
Модель из гипса можно датировать 1930-м годом; бронзовую отливку 1960-м годом.

Мы благодарны Владимиру Гофману, эксперту по Ю. Анненкову, за исследование по данной работе.





59



60

59*

ZINAIDA GAYDUK (UKRAINIAN, 1937-2012)

Still life

signed in Cyrillic and dated '87' (lower right)

oil on board

79 x 100cm (31 1/8 x 39 3/8in).

£8,000 - 12,000

US\$12,000 - 17,000

€10,000 - 15,000

60*

ZINAIDA GAYDUK (UKRAINIAN, 1937-2012)

'Zaporozhiya'

signed and titled in Cyrillic (on verso)

oil on board

70.5 x 121cm (27 3/4 x 47 5/8in).

£5,000 - 7,000

US\$7,200 - 10,000

€6,400 - 8,900

Zinaida Gayduk was a famous Ukrainian post-impressionist artist, who never left the country and was still able to make her art vibrant and colourful, full of life and love for her Motherland. Her works attracted great attention during a big exhibition in Hong Kong in February of 2015. People from all over the world enjoyed and admired this large collection of art by Gayduk who passed away in 2012.

61*

NATALIA NESTEROVA (BORN 1944)

Carriage. Versaille, 1994

signed (lower right)

oil on canvas

45 x 64cm (17 11/16 x 25 3/16in).

£10,000 - 15,000

US\$14,000 - 22,000

€13,000 - 19,000

Provenance

Private collection, San Francisco

Exhibited

Washington D.C., B'nai B'rith Klutznick National Jewish Museum,

21 September 2000-14 January 2001

New York, Lehman College Art Gallery,

7 October 2001-20 January 2002

Oshkosh, Wisconsin, Paine Art Center and Gardens,

15 March-9 June 2002

Literature

Alexandre Gertsman, ed. Natalya Nesterova: Russian Wanderings, New York, IntArt Press, 2000, p. 100 (illustrated)

Alexandre Gertsman, ed. Natalya Nesterova: Reflections of Time,

New York, Palace Editions, 2004, p. 99 (illustrated)



62*

DAVID BURLIUK (1882-1967)

'Portugal'

signed in Latin and inscribed 'PORTUGAL'

(lower left),

verso with ACA Galleries label (on stretcher)

oil on canvas

46 x 66 1/2cm (18 1/8 x 26in).

£10,000 - 15,000

US\$14,000 - 22,000

€13,000 - 19,000

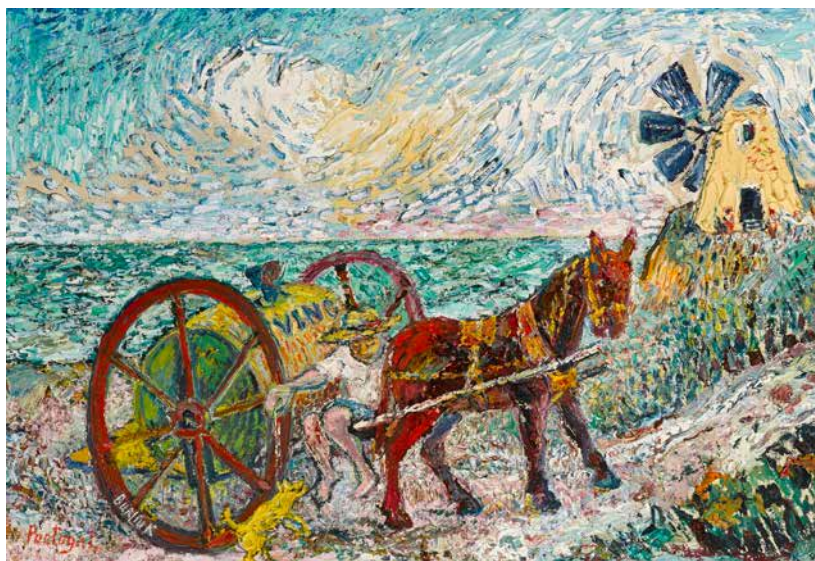
Provenance

ACA Galleries, New York, 1961

Acquired from the above by a

private New York City collector

Thence by descent



PROPERTY FROM THE FAMILY OF THE ARTIST

63*

YEFIM LADIZHENSKI (1911-1982)

'The evening news' [Вечерние новости (вотум недоверия Макдональду)]
signed in Cyrillic (lower right)
tempera on canvas
90 x 100cm (35 7/16 x 39 3/8in).

£10,000 - 15,000

US\$14,000 - 22,000

€13,000 - 19,000

Provenance

The family of the artist

Literature

Y.B. *Ladizhenski/ Odessa of My Youth*, Printiv, Israel, 2010, p.13, illustrated and cover illustration

The artistic legacy of Yefim Ladizhenski (1911-1982) is interesting, complex and challenging. The five works presented here from the series 'Odessa of My Youth' illustrate that the concept behind the series was multi-faceted. A tortured, brilliant man, Ladizhenski was preoccupied with the idea of place as both a physical and spiritual home and this quest is borne out in his oeuvre.

Born in Odessa in 1911, Ladizhenski grew up in a city rich with the colours of bright flowers and abundant food. Even after the Revolution diminished the many superficial delights of the city, Ladizhenski remembers the best aspects of Odessa living on in the citizens of that special place: the characters, the stories and the things people taught him were all important and needed to be preserved.

When Ladizhenski left Odessa in 1931, having graduated that year from the Odessa Art School, he pursued a successful career in stage design and became a member of the Soviet Artists' Union in 1939. Between 1959 and 1961, Ladizhenski designed two pavilions at the All-Union Agricultural Exhibition in Moscow and in 1962 a one-man show showcasing thirty years of work was held at the Soviet Theatrical Society in Moscow.

From 1968, the theme of Odessa started to preoccupy the artist and he began to work on the 'Odessa of My Youth' series. This was a pivotal stage in Ladizhenski's artistic career because the paintings were not in the prescribed Soviet genre of realism and it marked a departure from the official art he had spent so much of his career creating. In the series, the artist depicts Odessa as though through a prism; figures and buildings are occasionally flattened and the viewer is given what would almost appear to be an aerial view of the scene. This distortion of perspective, superficially in the primitive style, is deceptive but intentional and Ladizhenski employs the technique as a means of evoking nostalgia for a bygone age. The paintings are colourful and beguiling and even the melancholy scenes are possessed of a vivacity. Everything is laid out as in a 'shop window' [Josef Leschinskiy, foreword to Y.B. Ladizhenski/ *Odessa of My Youth*, Printiv, Israel, 2010, p.11] so that the viewer is enticed into a world which the artist believes was so unique that it had to be mythologised.

When he emigrated to Israel in 1978, the vast majority of Ladizhenski's works – approximately 2000 paintings – were destroyed when the payment of the customs tax could not be met. This was not just a material loss for the artist but a spiritual one as well. Without his body of work, Ladizhenski felt that he had lost part of himself and the need to continue painting for the series 'Odessa of My Youth' was overwhelming. Although he met with success in Israel and was celebrated with a one-man show in the Israeli Museum, Jerusalem and the New Gallery of Haifa University in 1979-1980, Ladizhenski still pursued melancholy themes in his work, suggesting that his search for meaning had not abated with a move to his religious homeland.

In 1982, following a one-man show in the Jerusalem Artists' House, the artist tragically died.

The five offered lots from this monumental cycle of painting are works by an artist whose way of looking forward was looking back into the past. The whole of Odessan life in the Twenties is depicted and preserved for generations to come who would know nothing of it otherwise.

Художественное наследие Ефима Ладыженского необычайно интересно.

Пять работ, представленных на Русских торгах, относятся к серии «Одесса — город моего детства» и прекрасно иллюстрируют концепцию задуманного художником цикла. Ладыженский находился в постоянном поиске, в стремлении обрести физический и духовный дом, что и находит выражение в его ярком и многогранном творчестве.

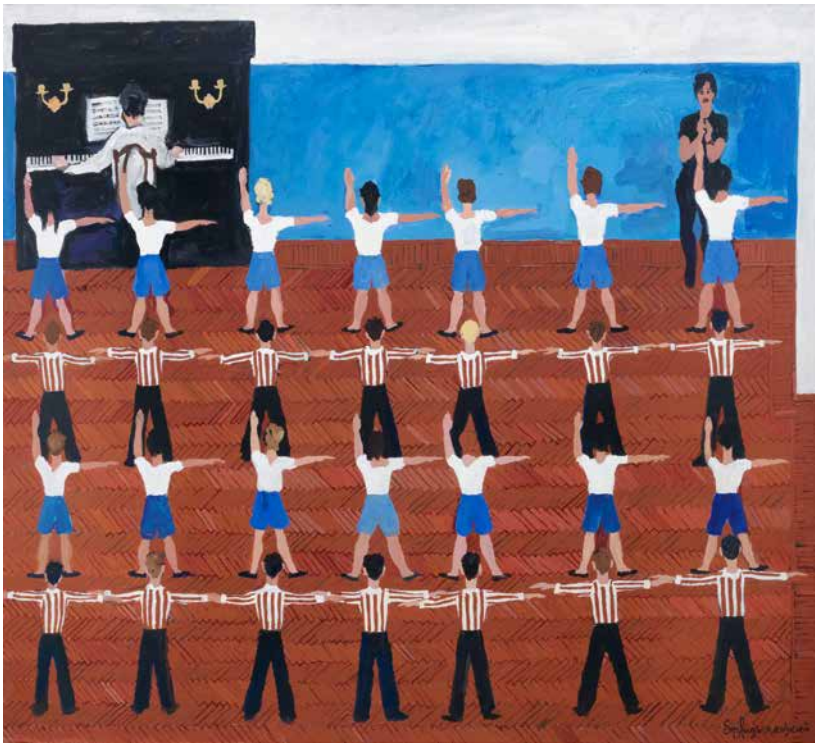
Ефим Ладыженский родился в Одессе в 1911 году. Одесса детства и юношества была особенным местом, землей обетованной для художника и даже после революции город не перестал вдохновлять мастера: исключительные характеры, бесконечные истории, рассказанные жителями города – все это должно было быть сохранено и переосмысленно в картинах Ладыженского.

По окончании Одесской художественной школы, 1931 году Ладыженский покинул родной город и в 1936-м году переехал в Москву, устроившись художником на «Мосфильм», где участвовал в постановке двух фильмов. В 1939 году стал членом Союза художников СССР. В период с 1959-го по 1961 год, связи с преобразованием ВСХВ в ВДНХ, оформлял два новых выставочных павильона. Вторая персональная выставка Ефима Ладыженского состоялась в 1962 году во Всесоюзном театральном обществе. Эта выставка подводила итог многолетнего творческого пути художника.

С 1968 года Ладыженский приступил к циклу работ, посвященному Одессе. Этот цикл стал поворотной точкой в творчестве художника, ведь в представленных работах он отошел от официального стиля советского искусства, в котором он работал с начала своей карьеры. Одесский цикл переключается с примитивизмом, экспрессионизмом, с фовизмом и другими течениями. Мы видим Одессу как будто через призму, в которой фигуры и здания упрощены, планы совмещены и совсем отсутствует объем. Ладыженский использует искаженную перспективу с вкраплениями примитивизма, в которых фигуры как будто застыли в динамичных позах и не отбрасывают тени - все эти приемы используются для выражения ностальгии по ушедшему времени. Колорит предложенных картин яркое, чистое и контрастное, даже сцены меланхолии предстают такими же.

В конце 1978 года Ефим Ладыженский вместе с женой и дочерью эмигрировал в Израиль. Во время эмиграции около 2000 работ художника были уничтожены. Для художника это явилось большим потрясением. Ладыженский почувствовал, что с этими работами пропала и часть его жизни, поэтому он с еще большим желанием продолжил работу над одесским циклом. В Израиле, в конце 1979 года ему, единственному из приехавших художников, устроили персональную выставку в Музее Израиля (Иерусалим) и персональную выставку при Хайфском университете, но, несмотря на видимый успех, Ладыженский так и не нашел душевного спокойствия и трагически умер после третьей выставке в Доме художника в Иерусалиме.

Пять представленных работ из одесского цикла являются прекрасной иллюстрацией духовных поисков художника и их выражении в характерном и новаторском стиле. Благодаря этим работам, атмосфера Одессы 20-х годов навсегда останется запечатленной для будущих поколений.



64*

YEFIM LADIZHENSKI (1911-1982)

'Preparing for a holiday performance'

[Подготовка к праздничному выступлению]

signed in Cyrillic (lower right)

tempera on canvas

90 x 100cm (35 7/16 x 39 3/8in).

£10,000 - 15,000

US\$14,000 - 22,000

€13,000 - 19,000

Provenance

The family of the artist

Literature

Y.B. Ladizhenski/ Odessa of My Youth, Printiv, Israel, 2010, p.123, illustrated



65*

YEFIM LADIZHENSKI (1911-1982)

'Morning at the labour exchange'

[Утро у биржи труда]

signed in Cyrillic (lower right)

tempera on canvas

90 x 100cm (35 7/16 x 39 3/8in).

£10,000 - 15,000

US\$14,000 - 22,000

€13,000 - 19,000

Provenance

The family of the artist

Literature

Y.B. Ladizhenski/ Odessa of My Youth, Printiv, Israel, 2010, p.185, illustrated

66*

YEFIM LADIZHENSKI (1911-1982)

'The concert' [Концерт]
signed in Cyrillic (lower left)
tempera on board
70 x 90cm (27 9/16 x 35 7/16in).

£10,000 - 15,000

US\$14,000 - 22,000

€13,000 - 19,000

Provenance

The family of the artist

Literature

Y.B. Ladizhenski/ Odessa of My Youth, Printiv, Israel,
2010, p.231, illustrated



67*

YEFIM LADIZHENSKI (1911-1982)

'The monuments workshop'
[Мастерская памятников]
signed in Cyrillic (lower left)
tempera on canvas
90 x 100cm (35 7/16 x 39 3/8in).

£10,000 - 15,000

US\$14,000 - 22,000

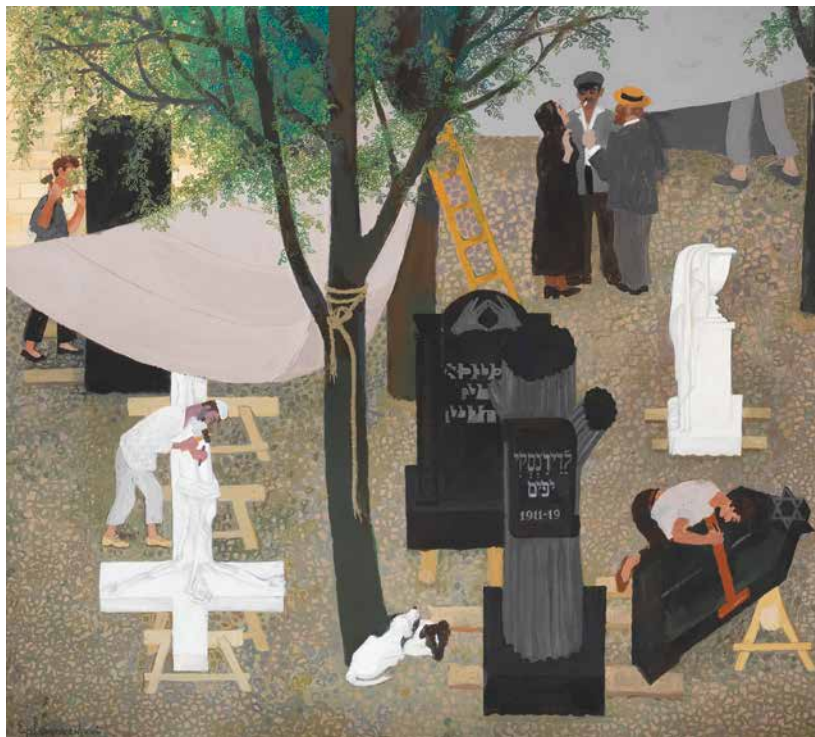
€13,000 - 19,000

Provenance

The family of the artist

Literature

Y.B. Ladizhenski/ Odessa of My Youth, Printiv, Israel,
2010, p.11, illustrated



VARIOUS PROPERTIES

68* AR

YURI PAVLOVICH ANNEKOV (1889-1974)

Optical birth in black and brown, Snowstorm
signed in Latin (lower right)
mixed media on canvas
unframed
148 x 98cm (58 1/4 x 38 9/16in).
Executed in 1950

£40,000 - 60,000

US\$58,000 - 87,000

€51,000 - 76,000

Provenance

The artist's studio
Sotheby's, Olympia, 20 November 2003, lot 279
ABA Gallery, New York
Private collection
Sotheby's, New York, 4 October 2012, lot 185
Private collection, Paris
Acquired from the above by the present owner

Literature

Andrei Tolstoy, "Abstract Compositions of Yuri Annenkov,"
Pinakoteka, no. 22-23, 2006, p. 240, no. 8, illustrated
ABA Gallery, *Russia-France*, New York, 2009, p. 14, illustrated
Vladimir Hoffmann, *Yuri Annenkov. Russian period. French Period*,
Moscow, 2016, pp. 196, 200, illustrated p. 197, listed p. 285

The present lot is sold with a certificate of authenticity by
Vladimir Hoffman who has confirmed the authenticity of the work.



Yuri Annenkov in his studio with offered painting





69

69

VLADIMIR VASILIEVICH LEBEDEV (1891-1967)

Drawing for the magazine 'Noviy Satirikon', 1917

ink, gouache and pencil on paper

15.5 x 29.5cm (6 1/8 x 11 5/8in).

£5,000 - 7,000

US\$7,200 - 10,000

€6,400 - 8,900

Provenance

Private collection, Berlin

Literature

Noviy Satirikon, n.17, 1917

70

SOLOMON BORISOVICH NIKRITIN (1898-1965)

A collection of three abstract drawings, early 1920s

pencil on paper

size of largest: 23 x 15 (9 1/16 x 5 7/8 in).

2 unframed

(3)

£5,000 - 7,000

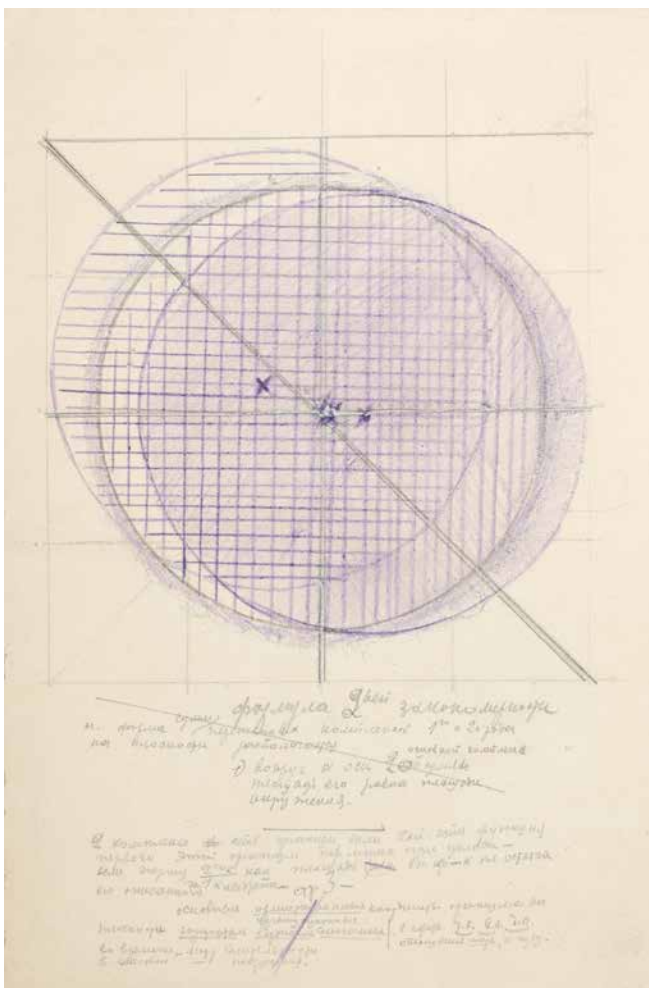
US\$7,200 - 10,000

€6,400 - 8,900

Provenance

Private collection, Berlin

This collection of abstract drawings comes from the archive of A.M.Reichenstein. Anna Moiseevna Reichenstein was a specialist at the State Tretyakov gallery.



70 (1 of 3)



71

71
ALEKSANDR ALEKSANDROVICH DEINEKA (1899-1969)

Pier, Sebastopol
 signed in Cyrillic and dated '33' (lower left)
 tempera and gouache on paper
 43 x 61cm (16 15/16 x 24in).

£15,000 - 25,000
 US\$22,000 - 36,000
 €19,000 - 32,000

The present lot is sold with three certificates of authenticity by V.P. Sisoev, I. Galeev and T. S. Zeliukina, and The Independent Tretyakov Art Research Centre, Moscow.

72
ALEXEI FEDOROVICH PAKHOMOV (1900-1973)

A collection of three drawings from the series *Artek*: Saluting, Exercising, Flag Rise
 two signed in Cyrillic, titled and dated '1933' (on verso)
 pencil on paper
 size of largest: 31.9 x 21.2 (12 9/16 x 8 3/8 in).
 2 unframed
 (3)

£5,000 - 7,000
 US\$7,200 - 10,000
 €6,400 - 8,900

Provenance
 Private collection, Berlin

Literature
 N.E. Radlov, *Soviet Kids in A.F. Pakhomov's Creative Work*, 1938



72 (1 of 3)



73

EDUARD ARKADIEVICH STEINBERG (1937-2012)

'Composition'

signed and titled and dated '1983' in Cyrillic (on verso)
oil on canvas

60.5 x 80.5cm (23 13/16 x 31 11/16in).

£10,000 - 15,000

US\$14,000 - 22,000

€13,000 - 19,000

Provenance

Private collection, Denmark



74

AFTER VASILY GRACHEV

A bronze group of galloping Cherkessians
signed in the base in Cyrillic 'Леп. Грачев'
and in Latin 'Fabr. C.F. Woerffel'

bronze

length of base excluding mount: 43cm (16 15/16in).

£4,000 - 6,000

US\$5,800 - 8,700

€5,100 - 7,600

75*

A BRONZE MODEL OF A FOAL

cast after a model by Baron Peter Klodt (1805-1867)
on rectangular naturalistic base, modelled as a standing young foal,
marked on base
height: 25cm (9 7/8in).

£5,000 - 8,000

US\$7,200 - 12,000

€6,400 - 10,000



76*

GLADIATOR

Bronze sculpture after model by Pavel Velonsky (Welionski Pyi) (1849-1931), dark brown patina, signed in Latin and inscribed 'Ave Caesar! Morituru te salutant', with foundry mark; Fonderia Nelli, Roma modeled as a standing figure of a gladiator posing before the fight, right arm outstretched in a greeting gesture, with a draped casting net across the left shoulder and a Roman helmet at his feet, holding a fighting trident, *marked on base*

height: 66cm (26in).

£12,000 - 18,000

US\$17,000 - 26,000

€15,000 - 23,000

Пий Велионский (1849-1931) один из наиболее значительных польских скульпторов второй половины 19-первой трети 20 столетия и яркий представитель позднего академизма, родился в Варшаве и начальное художественное образование получил в Варшавском рисовальном классе. В 1872 году он поступил в Императорскую Академию художеств в Петербурге, и за годы учёбы был награждён почти всеми академическими наградами. Получив поощрительную стипендию для поездки за границу, скульптор отправляется в Вену, Мюнхен, Рим, путешествует по Франции, Германии. Велионский был знаком с М. Антокольским, М. Чижовым, дружил с Г. Семирадским. Именно в кругу известных академистов оттачивалось мастерство скульптора, вырабатывалась пластичная ясность и композиционная законченность его работ.

В 1881 году за работу «Гладиатор на арене», исполненную в гипсе, Велионский получил звание академика. Именно эта работа впоследствии воспроизводилась в бронзе. Работа пользовалась необыкновенной популярностью и была награждена золотой медалью на художественной выставке в Берлине.

Перед зрителем возникает образ мужественного раба-гладиатора, вышедшего на арену с приветственным жестом «Да здравствует Цезарь! Идущие на смерть приветствуют тебя!». Он вооружен лишь стальным трезубцем и сетью с подвесками. Таких борцов знали как «ретиарии», в гладиаторских боях они символизировали смелого рыбака, сражающегося с морским чудовищем, представленным его противником, как правило защищенным доспехами и шлемом с изображением морских чудовищ.

Идентичная скульптура находится в коллекции Государственной Третьяковской галереи и мраморный вариант хранится в Национальном музее Варшавы. Модель скульптуры опубликована в книге: «Пленники красоты. Русское академическое искусство, 1830-1910», Москва, 2004, стр. 272.

В своих многочисленных станковых и монументальных работах скульптор предстает зрелым мастером, ведущим представителем польской и русской школы ваяния и художником большого поэтического воображения.





77*

**A BRONZE SCULPTURE OF
TWO DANCING MAIDENS**

cast after a model by Serge Zelikson (1890-1966)
modelled as a pair of dancing maidens dressed
in traditional Russian costumes, *marked on rim
of a dress*
height: 27.9cm (11in).

£4,000 - 6,000
US\$5,800 - 8,700
€5,100 - 7,600



78*

GLEB DERUJINSKY (1888-1975)

Prometheus
Illustrated in "Gleb W. Derujinsky/ Sculpture", 2002,
page 23 Prometheus executed as a figure of young
Prometheus holding flame in his outstretched right
hand and balancing on a stepped cliff, mounted on
square green stone base, *marked and dated '1939'
on bronze cliff*
height: 69.2cm (27 1/4in).

£6,000 - 8,000
US\$8,700 - 12,000
€7,600 - 10,000

Literature

Gleb W. Derujinsky. Sculpture, 2002,
page 23, illustrated

RUSSIAN WORKS OF ART





79^{YΦR}

A VARI-COLOURED GOLD, JEWELLED AND ENAMEL PHOTOGRAPH FRAME

Fabergé, St. Petersburg, of rectangular form with raised central arch, the translucent oyster enamel surface over engine-turned lattice ground applied with ribbon-tied berried floral swags suspended from diamond-set bow, the oval aperture further enriched by diamond accented foliate sprigs beneath, the corners with cabochon sapphires, ivory back with hinged scrolling strut, 84 standard; in fitted Asprey retailer's case

height including bow: 9.7cm (3 13/16in).

£5,000 - 7,000
 US\$7,200 - 10,000
 €6,400 - 8,900



80*

A JEWELLED GOLD, ENAMEL AND NEPHRITE CANE HOLDER

Fabergé, workmaster Mikhail Perkhin, St. Petersburg, 1886-1898 tapering nephrite handle above a collar decorated with alternating lines of light brown enamel and engraved rows of chevrons, flanked with rows of small rose-cut diamonds, 56 standard, marked only with workmaster's mark length: 7cm (2 3/4in).

£7,000 - 9,000
 US\$10,000 - 13,000
 €8,900 - 11,000



81*

A JEWELLED GOLD AND ENAMEL PENCIL HOLDER

Fabergé, partial mark probably for Mikhail Perkhin, St. Petersburg, 1898-1903 scratched inventory number oblong with rounded end and suspension loop, body with alternation white enamel bands and emerald green over zig-zag engine turning, diamond thumb push advances a rose-gold holder for a pencil, 56 standard length with suspension loop: 6.6cm (2 5/8in).

£6,000 - 8,000
 US\$8,700 - 12,000
 €7,600 - 10,000

82^Y Φ

A JEWELLED, GOLD AND ENAMEL PHOTOGRAPH FRAME

Fabergé, Moscow, 1899-1908, with scratch inventory number 26842 shaped rectangular, the yellow and rose gold mounted architectural frame in the Empire taste applied with mint green translucent enamel over wavy engine turned ground, further enriched with verdaille swags suspended from platinum collet-set rose-cut diamonds surrounding conforming aperture with white opaque enamel border, the reverse with scrolling strut to ivory back plate, 56 standard

excluding surmount: 8.5 x 5.5cm (3 3/8 x 2 3/16 in).

£20,000 - 30,000

US\$29,000 - 43,000

€25,000 - 38,000

Provenance

In the family of the Ralli Brothers, the late 19th century shipping magnates.

Thence by descent



83

FABERGÉ STYLE GUILLOCHÉ ENAMEL BELLPUSH

unmarked

the tapering form with mauve enamel, terminating in cabochon stone pushpiece height 8.5cm (3 3/8in).

£2,000 - 3,000

US\$2,900 - 4,300

€2,500 - 3,800



84^Y Φ ≈ R

A VARICOLOUR GOLD MOUNTED BOWENITE BELL PUSH

Fabergé, apparently unmarked

the oval bowenite body applied with green gold swags suspended from rose cut diamond-set red gold bows, enriched with red gold flower heads at intervals, centred with cabochon ruby push, the sides applied en-suite, the underside fitted with ivory plaque, missing feet; associated fitted case

length: 6cm (2 3/8in).

£4,000 - 6,000

US\$5,800 - 8,700

€5,100 - 7,600

Provenance

Private English collection for over 90 years

Although missing its feet, the bellpush is otherwise identical to one retailed by Tiffany & Co. and sold to Grand Duchess Xenia and Grand Duke Alexander Mikhailovich in December 1902. That example was engraved "Tiffany & Co. London" and hallmarked for Fabergé, Moscow, circa 1910. It was recently with Wartski following its exhibition in 2008 at the Cleveland Museum of Art.



**PROPERTY FROM A
PRIVATE COLLECTION
SAN FRANCISCO**



85*

**A GOLD AND SILVER-MOUNTED
DIAMOND PIN**

Nemirov-Kolodkin, workmaster's mark in Cyrillic 'GA', Moscow, pre 1898
shaped as a single stem of lily-of-the-valley with six diamond flowers gracefully lined under a single elongated leaf encrusted with diamonds, one small flower bent upwards is set with green peridot imitating an unopened bud, verso with clasp pin, in original silk and velvet lined leather case stamped with maker's insignia, 56 standard length: 6.3cm (2 1/2in).

£1,500 - 2,500
US\$2,200 - 3,600
€1,900 - 3,200



86*

**A TWO-COLOUR GOLD MOUNTED STAR
SAPPHIRE AND DIAMOND PIN**

Fabergé, workmaster Oscar Pihl, probably Moscow, 1887-1897
circular form centered with large blue star sapphire and surrounded with intricate filigree of floral and ribbon design in rose-cut diamonds, verso with clasp pin and safety lock, 56 standard diameter: 3.5cm (1 3/8in).

£3,000 - 5,000
US\$4,300 - 7,200
€3,800 - 6,400



87*

**A GOLD AND PLATINUM-MOUNTED
AQUAMARINE AND DIAMOND BROOCH**

Bolin, workmaster KL, St. Petersburg, 1898-1908, scratched inventory number 25817
rectangular form, centered with large faceted aquamarine within platinum border crowned with a bow, all set with rose-cut diamonds, verso with clasp pin, in the original silk and velvet-lined leather case, stamped with maker's insignia, 56 standard 2.8 x 2.2cm (1 1/8 x 7/8in).

£3,000 - 5,000
US\$4,300 - 7,200
€3,800 - 6,400

88*

A JEWELLED GOLD PIN

K. Bolin, workmaster KL, St. Petersburg, pre 1898
shaped as a coiling snake with red cabochon
eyes, head is centered with sapphire cabochon in
diamond setting verso with safety pin,
in original silk and velvet-lined fitted leather box
stamped with maker's insignia, 56 standard
length: 3.2cm (1 1/4in).

£1,500 - 2,500
US\$2,200 - 3,600
€1,900 - 3,200



89*

A JEWELLED GOLD PIN

Samuel Arnd, St. Petersburg, pre 1898
square form, divided vertically with left side engraved
to imitate a brick wall, applied with a jewelled bee on
the left and a faceted diamond
on the right, verso with clasp pin, in original fitted
case, 56 standard
2.1 x 2.1cm (13/16 x 13/16in).

£1,500 - 2,500
US\$2,200 - 3,600
€1,900 - 3,200





90*

A SILVER-GILT AND ENAMEL BEAKER

Fabergé, Antti Nevalainen, St.Peterburg, 1908-1917 tapering form with stepped plain rim and narrow band on the bottom, decorated in bright yellow enamel over engine turning, 88 standard height: 4.3cm (1 1/16in).

£1,500 - 2,500
US\$2,200 - 3,600
€1,900 - 3,200

91*

A PAIR OF JEWELLED GOLD-MOUNTED AGATE BOWLS

apparently unmarked hemispherical, on carved oval foot, mounted with chased rim set with six pink faceted stones, interior applied with six neo-classical laurel garland 3 1/8 x 2 in (7.9 x 5cm).

£1,500 - 2,500
US\$2,200 - 3,600
€1,900 - 3,200

Similar design bowls but from nephrite are illustrated in Caroline de Guitaut, *Fabergé in the Royal Collection*, Royal Collection Publication, 2003, pages 210, 212.



92*

**A JEWELLED TWO-COLOUR
GOLD GRAPHITE LEAD HOLDER**

Nichols and Plinke, St. Petersburg, before 1898 cylindrical form on suspension loops, exterior with spiral reeding applied with looped ribbon and a pair of cabochon sapphire and diamond buds, twist-top advances a gold tube designed to hold graphite lead, in velvet and silk-lined leather case stamped with maker's insignia, *56 standard length: 8.9cm (3 1/2in).*

£2,500 - 3,500
US\$3,600 - 5,100
€3,200 - 4,400



93*

A JEWELLED GOLD CIGARETTE CASE

Fabergé, retailed in Odessa, 1908-1917 of rectangular form, decorated with roes of reeding, the hinged cover with cabochon sapphire thumbpiece, *56 standard length: 9.8cm (3 7/8in).*

£2,000 - 4,000
US\$2,900 - 5,800
€2,500 - 5,100



94*

**A JEWELLED GOLD AND
SILVER CIGAR CUTTER**

Fabergé, workmaster Mikhail Perkhin, St. Petersburg, 1896-1903 shaped as a hand-held saw, with scroll handle encrusted on both sides with rose-cut diamonds, in fitted silk and velvet-lined red leather case stamped with maker's insignia, *84 and 56 standard length: 10.2cm (4in).*

£5,000 - 8,000
US\$7,200 - 12,000
€6,400 - 10,000



VARIOUS PROPERTIES



95*

A GOLD AND DIAMOND BROOCH

marked with 'AH' for August Hollming,
Fabergé workmaster, St. Petersburg, 1898-1908
circular, with swirling spirals encrusted with rose-cut diamonds,
centered with a larger diamond rosette, verso with clasp pin,
56 standard
diameter: 2.8cm (1 1/8in).

£3,000 - 4,000
US\$4,300 - 5,800
€3,800 - 5,100



96

A PAIR OF ORMOLU AND MALACHITE CANDLESTICKS

circa 1825
with floral wreaths below bulbous sconces, the malachite
bodies surmounting flaring circular bases enriched with
further Classical ornament

height: 31.3cm (12 5/16in).

£2,000 - 3,000
US\$2,900 - 4,300
€2,500 - 3,800

97*

A SILVER-MOUNTED WOOD FRAME

Andreas Nevalainen, St. Peterburg, 1898-1904
rectangular form, the aperture with ribbon-tied reeded besel,
borders applied with silver garland suspended from a bow on top
and split garland on the bottom, shaped wood strut, 84 standard
13.8 x 10.5cm (5 1/2 x 4 1/4in).

£8,000 - 10,000

US\$12,000 - 14,000

€10,000 - 13,000

Provenance

Sotheby's, New York, Important silver,
vertu and Russian works of art, 23 October, 2014, lot 92



98 Y Φ R

A RUSSIAN WALRUS IVORY WORK BOX

late 18th to early 19th century
rectangular with hinged lid centered by pastoral idyll, fitted with drawer
to lower facade, the exterior mounted with pierced panels and carved
with flowers, swags and geometric motifs against foil ground within
beaded borders, opening to reveal compartments, removable liner
and hinged mirror

width: 25.2cm (9 15/16in).

£2,000 - 3,000

US\$2,900 - 4,300

€2,500 - 3,800

For similar work, see Hermitage Museum St. Petersburg,
ЭПК-1142



98 (open)

99*

A SILVER AND ENAMEL BOWL WITH ZOOMORPHIC HANDLES

Feodor Rückert, Moscow, 1908-1917,
with scratched inventory number 15440

oval form on plain spreading foot, bulbous sides decorated with stylized blue cornflowers, varycolor poppies and berries in cloisonne enamel against pale green enameled background, all further enhanced with fine silver cross-hatching filigree, the sides are applied with realistically modeled wolf's heads, 88 standard length with handles: 14cm (5 1/2in).

£12,000 - 18,000

US\$17,000 - 26,000

€15,000 - 23,000

Provenance

Acquired in America, c. 1940s
Thence by descent





100

A GROUP OF FIVE SILVER AND ENAMEL SALTS

various makers, circa 1890's through Soviet era
 two compressed circular raised on ball feet with polychrome cloisonné foliate cells, 1899-1908; together with two similarly enriched of thimble form dating from 1890's and another bombe with later Soviet marks (5)
height of the tallest: 4.6cm (1 13/16in).

£600 - 700

US\$870 - 1,000

€760 - 890



101

TWO SILVER AND ENAMEL CIGARETTE CASES

both shaped rectangular with rounded corners, the surfaces enriched with foliate cloisonné motifs within blue beaded borders, the first with partial marks, the interior inscribed in Arabic script, the second unmarked(2)
length of longest: 11cm (4 5/16in).

£1,200 - 1,800

US\$1,700 - 2,600

€1,500 - 2,300

102*

A LARGE SILVER-GILT AND ENAMEL SALT CELLAR

maker's mark in Cyrillic 'BT', Moscow, 1887

shaped as a throne with hinged lid on a square salt compartment decorated with bands of traditional Russian ornament and geometric borders all in varicoloured filigree enamel, upright back with pierced arched rim, applied with gilded laurel garland flanking a reserve for monogram shaped as a facade of a peasant hut, top of the lid and front of the box applied with a towel enameled at the end with folk embroidery design, 84 standard height: 15.2cm (6in).

£6,000 - 8,000

US\$8,700 - 12,000

€7,600 - 10,000



103*

A SILVER GILT AND ENAMEL KOVSH

20th Artel, Moscow, 1908-1917

of traditional round form with raised prow and shaped hook handle, the body with lobed ropework cartouches enameled with varycolour stylized floral and geometric motifs on alternation cream, light and moss green grounds, further enhanced with granulation, the prow and handle similarly decorated, gilded interior, 84 standard length: 12.7cm (5in).

£2,000 - 4,000

US\$2,900 - 5,800

€2,500 - 5,100

Provenance

Private collection, New York





104
A JEWELLED SILVER-GILT AND ENAMEL KOVSH
 maker's mark cyrillic T or G.S, Moscow, 1908-1917
 the circular spreading bowl applied at intervals with cabochon stones,
 the body with shaded enamel floral and geometric motifs in the art
 nouveau taste against pale green ground, hook handle
84 standard
length including handle: 17.6cm (6 15/16in).

£5,000 - 7,000
 US\$7,200 - 10,000
 €6,400 - 8,900



105
A SILVER-GILT AND ENAMEL KOVSH
 Khlebnikov, Moscow, 1908-1917
 the rounded bowl rising to raised prow and fitted with hook handle,
 the sides enriched with scrolling foliate motifs against cream ground
 within blue beaded border, one surface with vacant ogee cartouche,
84 standard
length including handle: 15cm (5 7/8in).

£3,000 - 5,000
 US\$4,300 - 7,200
 €3,800 - 6,400



106
A SILVER-GILT AND ENAMEL CIGARETTE CASE
 case marked cyrillic NZ, Moscow, 1899-1908; matchbox marked 'PM'
 the rounded rectangular case enriched with scrolling shaded enamel
 floral motifs surrounding swann within blue beaded border; together
 with matchbox holder with similar design within white beaded border,
 apparently marked cyrillic LM, Moscow, 1899-1908, both *84 standard*
 (2)
length of the case: 10cm (3 15/16in);
length of matchbox cover: 6cm (2 3/8in).

£1,000 - 1,500
 US\$1,400 - 2,200
 €1,300 - 1,900

107

A SILVER GILT AND ENAMEL BOX

Maker cyrillic GS, Moscow, 1908-1917, with later Soviet mark
Of rectangular form, the ground enriched with shaded enamel foliate motifs and raised beading within cloisonne geometric borders, the hinged cover set with floral panel, 84 standard
length: 10.2cm (4in).

£4,000 - 6,000
US\$5,800 - 8,700
€5,100 - 7,600



108

TWO SILVER AND ENAMEL CIGARETTE CASES

Nemirov-Kolodkin, Moscow, 1893
the first of rounded rectangular form with enamel floral motifs within geometric borders and blue beading, 88 standard; together with square example similarly enriched, Gustave Klingert, Moscow, 1893, 84 standard (2)
length of the largest: 11cm (4 5/16in).

£1,200 - 1,800
US\$1,700 - 2,600
€1,500 - 2,300



109*

A SILVER GILT AND ENAMEL SERVING SPOON

Ivan Ovchinnikov, Moscow, before 1898,
with scratched inventory number 10348
circular bowl outlined with blue beads decorated with scrolling floral vines in cloisonne shaded enamel of blue, green, red and white against stippled ground, round stem with ball finial similarly decorated, 84 standard
length: 18.5cm (7 1/4in).

£1,500 - 2,500
US\$2,200 - 3,600
€1,900 - 3,200

Provenance

Private collection, New York





110

A SILVER-GILT AND SHADED ENAMEL CIGARETTE CASE

maker's initials BA, Moscow 1899-1908
of rounded rectangular form, the surfaces enriched with scrolling foliate motifs and lattice sections, the cover with stylised initials and date "1901",
84 standard
length: 9.7cm (3 13/16in).

£1,000 - 1,500
US\$1,400 - 2,200
€1,300 - 1,900

111 (1 of 5 teaspoons)



111

A SILVER GILT AND ENAMEL CUTLERY SOLITAIRE

maker's mark cyrillic IS, Moscow, 1890
A boxed fork, knife and spoon set enriched with foliate cloisonne against stippled ground to handles; together with five shaded enamel spoons, maker's initials cyrillic DN, Moscow, before 1899,
84 standard (8)
length of the knife: 22.5cm (8 7/8in).

£1,000 - 1,500
US\$1,400 - 2,200
€1,300 - 1,900



112

A SILVER-GILT AND ENAMEL DEMI-TASSE CUP, SAUCER AND SPOON

11th artel, Moscow, 1908-1917
the body of the cup, saucer rim and spoon handle decorated with scrolling foliage and geometric ornament in shaded vari-coloured shaded enamels,
84 standard
diamter of saucer: 9.9cm (3 7/8in).

£2,000 - 3,000
US\$2,900 - 4,300
€2,500 - 3,800

113

**SIX GLASS GOBLETS FROM THE
ROMANOV TERCENTENARY SERVICE**

Imperial Glassworks, St. Petersburg, circa 1913
each decorated with black Imperial eagles and
gilded with the monograms of Nicholas II
and Empress Alexandra Feodorovna
height: 15.6 cm (6 1/8 in).

£7,000 - 10,000

US\$10,000 - 14,000

€8,900 - 13,000



114*

**A SET OF TWELVE SILVER-GILT
AND NIELLO TEA SPOONS**

Vasiliï Semenov, Moscow, c. 1898
each with oval bowl, nielloed with views of Moscow
landmarks, including various views of Kremlin,
Spasskaya tower, Great Kremlin palace, Cathedral
of the Savior, and Sukharevskya Tower, all with
twisted stems and knopped finial, *84 standard (12)*
length of spoon: 12.7cm (5 in).

£1,200 - 1,800

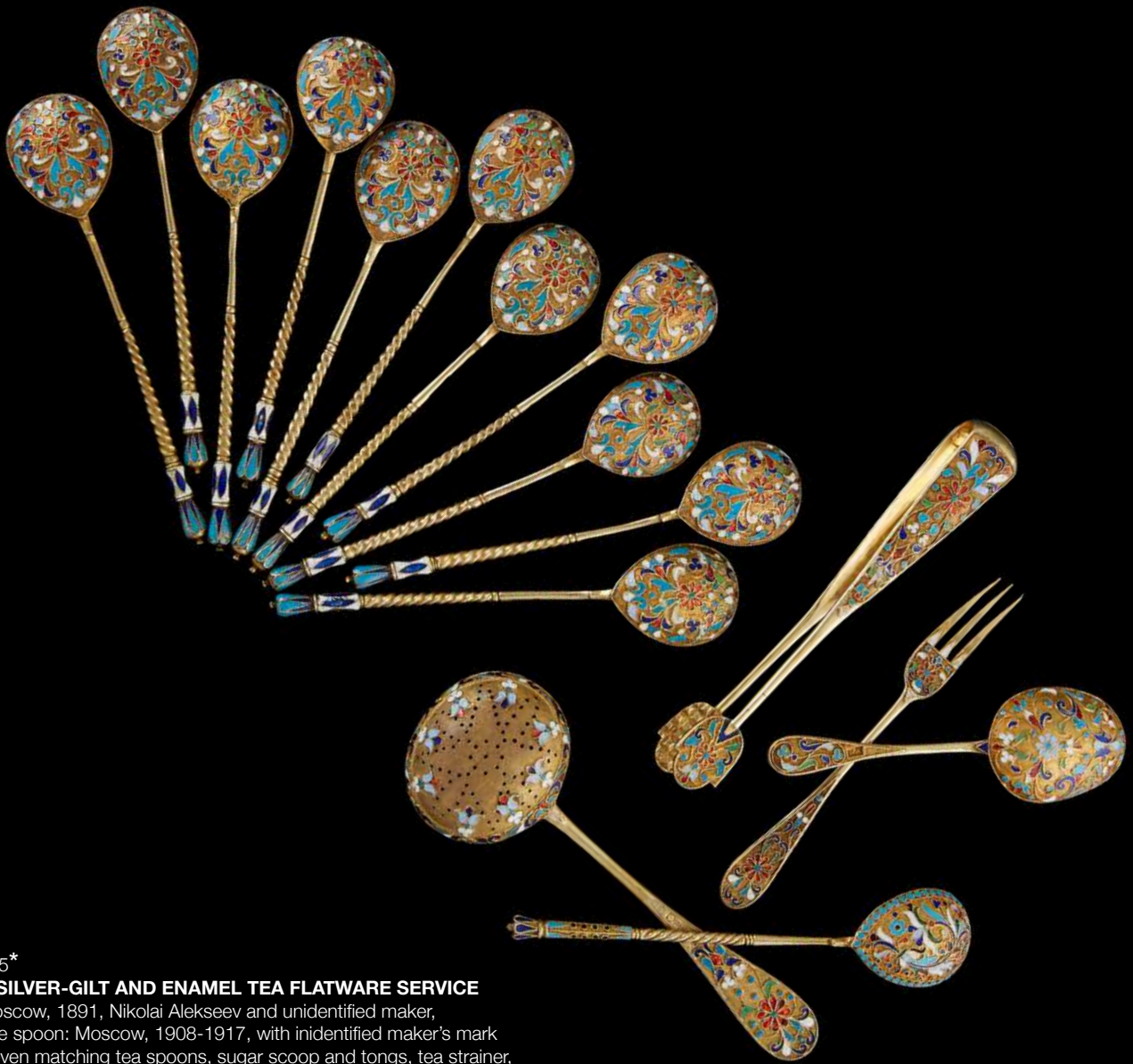
US\$1,700 - 2,600

€1,500 - 2,300

Provenance

Private collection, San Francisco





115*

A SILVER-GILT AND ENAMEL TEA FLATWARE SERVICE

Moscow, 1891, Nikolai Alekseev and unidentified maker,
one spoon: Moscow, 1908-1917, with unidentified maker's mark
eleven matching tea spoons, sugar scoop and tongs, tea strainer,
lemon fork decorated *en suite* with central flower head and floral vines
in blue, white, red cloisonné enamel, handles twisted on spoons and
flat on service pieces are colorfully enameled, one associated spoon
with floral vines within border of blue enamel dots, *84 standard* (16)
length of spoon: 13.3cm (5 1/4in).

£2,000 - 4,000

US\$2,900 - 5,800

€2,500 - 5,100

Provenance

Private collection, San Francisco



116

A JEWELLED, PARCEL-GILT AND ENAMEL PRESENTATION KOVSH

Egor Cheriakov, Moscow, 1908-1917

of traditional slightly bulbous form with gilt interior bordered with twisted rope work, the sides repoussé and chased with scrolling foliage in the neo-Russian taste and enriched at intervals with mythical birds against enamel roundels, the shaped openwork handle en-suite and set with cabochon stones, the bow engraved "1913. 7th All-Russia Competition" and "Open Gentlemen's Singles Championship of Russia, II Prize," 84 standard length with handle: 27cm (10 5/8in).

£5,000 - 7,000

US\$7,200 - 10,000

€6,400 - 8,900

Provenance

Charles Percy Dixon (1873-1939)

Thence by descent

The kovsh was presented in 1913 to Charles Percy Dixon at the Open Tennis Championship of Russia following his defeat against Count Mikhail Soumarokoff-Elston in the singles. He won the doubles title at the same tournament held at the Krestovsky Lawn Tennis Club in St. Petersburg. Dixon was one of Britain's foremost tennis players leading Britain to winning an Olympic Gold, Wimbledon Doubles and the Australian Open.

117

AN IMPRESSIVE SILVER AND HARD STONE MANTEL CLOCK

W.A. Bolin, Moscow, 1912-1917

the arched rectangular body of onyx marble toned predominantly green, surmounted by looped floral silver garland, the dial marked cyrillic W.A. Bolin with black chapters and openwork hands behind hinged glass aperture surrounded by leaf tip bezel, the centre with foliate openwork cornucopia flanking wreath enclosing Roman numeral XXV on silver stepped base enriched with foliate borders and silver mounted onyx plinth supported by four bun feet, the reverse open to reveal Paul Buhre stamp 66241 on French type drum movement with hour and half hour strike and lever platform escapement, 84 standard

50.2 x 32.3cm (19 3/4 x 12 11/16in).

£80,000 - 100,000

US\$120,000 - 140,000

€100,000 - 130,000

Only a limited number of silver and hard stone objects by the Imperial Court jeweller W.A. Bolin survive alongside the smaller jewellery pieces in existence. The impressive scale of the proposed clock may have been tied to the importance of the recipient and the anniversary it commemorates. By repute, the special commission was delivered to Vienna, Austria. Maria (nee Seitz), the wife of W.A. Bolin, was of Austrian origin. Her brother Karl Seitz was a prominent politician and served as Mayor of Vienna. It has been suggested the clock was originally an official gift arranged through W.A. Bolin's brother-in-law to a prominent person or company.

We are grateful to Christian Bolin for confirming the attribution to W.A. Bolin and for assisting us with the history of this piece.



117 (Detail of hallmark)





118*

**A PORCELAIN PLATE FROM
THE ORDER OF ST ANDREW SERVICE**

Imperial Porcelain Factory, period of Alexander II the cavetto centered with the badge of the Order, the border decorated with chain and a cross of St. Andrew, all within a gilded scalloped rim, with green monogram of Alexander II diameter: 25.4cm (10in).

£5,000 - 7,000

US\$7,200 - 10,000

€6,400 - 8,900



119*

**A SELECTION OF SILVER-GILT
AND NIELLO SPOONS**

Moscow, 1860-1880s, partial hallmarks for various maker, some with later French import markss comprising: a set of six large spoons with round bowl nielloed with Russian genre scenes, with twisted stems and knopped finial; associated group of seven tea spoons decorated with topographical views of Moscow, and two larger serving spoons nielloed with view of Moscow landmarks, 84 standard (15) length of serving spoon: 19.7cm (7 3/4in).

£2,000 - 4,000

US\$2,900 - 5,800

€2,500 - 5,100



119 (detail)

120

**A PORCELAIN CUP AND SAUCER
FROM THE RAPHAEL SERVICE**

Imperial Porcelain Factory, St Petersburg,
period of Nicholas II, dated 1899 and 1900
circular, the cream body decorated with three
octagonal cartouches painted en grisaille with
mythical figures against red or green ground,
surrounded by classical friezes, marked under
base with gilt crowned monogram of Nicholas,
dated 1899, over green factory Alexander III stamp,
the saucer en-suite, dated 1900
diameter of saucer: 16.5cm (6 1/2in).

£6,000 - 8,000
US\$8,700 - 12,000
€7,600 - 10,000



121

**A DEEP PORCELAIN PLATE FROM
THE SERVICE FOR THE ORDER OF
ST. ALEXANDER NEVSKY**

Gardner Factory, c. 1777
the cavetto painted with the star of the order
and motto 'For Labour and Fatherland' in Russian,
the border with moiré sash and badge, gilt-edged
scalloped rim
diameter: 23 cm (9 1/16in).

£5,000 - 8,000
US\$7,200 - 12,000
€6,400 - 10,000

Provenance

Private collection, Monaco



122

A MONUMENTAL SILVER SOUP TUREEN

George Friedrich Pomo (active 1787-c.1825), St. Petersburg, 1811 of circular form, the cover with finial of eagle surveying cupid's attributes, gently flaring from ribbon-bound laurel band, the bowl containing conforming metal liner, flanked by scroll handles at leaf junctions, the stepped body with applied vegetation emanating from mandrakes tapering to foot affixed to circular platform surmounting four acorn feet, the surface decorated with foliate bands and further enriched with engraved stiff leaf and scrolling motifs, fully marked under foot and platform, 84 standard, lid apparently unmarked but with palace-style inventory number "1" repeated throughout.

54 x 43cm (21 1/4 x 16 15/16 in).

£50,000 - 70,000

US\$72,000 - 100,000

€64,000 - 89,000



Baron A. de Foelkersam, *Inventaire de l'Argenterie conserve dans les garde-meubles des Palais Impériaux*, St. Petersburg, 1907, plate 42

This impressive soup tureen is a rare example of early 19th century Petersburg silver distinguished by its large scale and fine quality. Stylistically, the tureen's ornament is reminiscent of the earlier Saltykoff (Saltikov) service created by the French master Antoine Boullier 1782-1784 and included in Baron de Foelkersam's 1907 inventory (plate 42). The proposed lot is likely to have been made for the dowry of Grand Duchess Anna Pavlovna by an acclaimed Petersburg maker well-versed in the Neo-Classicism favoured at Court.

George Friedrich Pomo (Pameau) was a prominent silversmith: born in St. Petersburg and apprenticed to his Austrian father, Herman Friedrich Pomo, George (sometimes Egor) became a master in 1797 and remained active until at least 1825. Although few examples of his output survive, we know that he completed a number of prestigious orders for the Russian Imperial Court preserved in the Kremlin Armoury, the Hermitage Museum and elsewhere. Among these are herald's staffs for the Russian orders of Alexander Nevsky, St. Anne and St. Catherine circa 1797, an impressive desk set gifted by St. Petersburg merchants to Alexander I on the occasion of his coronation in 1801 and a silver dowry service for Grand Duchess Ekaterina Pavlovna in 1809.

Following further Imperial commissions, Pomo was entrusted with a monumental table service for the dowry of Grand Duchess Anna Pavlovna (1795-1865), youngest daughter of Paul I, sister of Alexander I and Nicholas I. It is for this service that the proposed soup tureen is thought to have been created. From 1811-1813, four silver tureens were complemented by an enormous array of serving pieces, dinner and breakfast sets in addition to dozens of candlesticks complemented by an extensive porcelain service from the Imperial Porcelain factory. The dowry also included furniture, jewellery and large sums of money.

The lavish wedding of Anna Pavlovna to William of Orange, the Dutch Crown Prince took place on 21 February 1816 and their ascension to the throne of the Netherlands in 1840. Queen Anna Pavlovna maintained the customs she'd learned at her parents' table. She took an active interest in the daily menu at court and was critical of her chefs meanwhile longing for the sophisticated dining traditions she'd known during her upbringing.

For further information on George Friedrich Pomo, see Постникова-Лосева, М.М.; Платонова, Н.Г.; Ульянова, Б.Л. Золотое и серебряное дело XV - XX вв. Территория СССР Издательство: М.: Юнвес, ТРИО 1995 г. ISBN: 5-88682-002-7 and Лилия Кузнецова. Петербургские ювелиры XIX века. Дней Александровых прекрасное начало М. 2012. ISBN: 978-5-227-03886-9

We are grateful to Dr. Ludmila Dementieva of the State Historical Museum, Moscow, for her contribution to this entry.





Recto



Verso

123*
A RUSSIAN PAPIER-MACHE AND LAQUER EGG

late 19th century
 Recto with the Resurrection of Christ, the reverse with St. Tatiana, the interior inscribed in Russian "Community of Moscow Old Believers, Preobrazhensky Charitable Home"
 height: 12.1cm (4 3/4in).

£1,500 - 2,000
 US\$2,200 - 2,900
 €1,900 - 2,500



124*
A PORCELAIN EASTER EGG

Imperial Porcelain Factory, St. Petersburg, circa 1850
 Ovoid, centering an oval panel depicting Saint Nicholas the Miracleworker signed in Cyrillic N.L. within a gilt ciselé border, inscribed in black in Russian above, the reverse with gilt ciselé starburst, marked with impressed factory mark and incised with numeral '39'
 height: 10.5cm (4 1/8in).

£2,000 - 3,000
 US\$2,900 - 4,300
 €2,500 - 3,800

The signature is for Nikolai Lifantev, a porcelain painter at the Imperial Factory 1820s-1850s.
 The image is drawn from the mosaic after S.A. Zhivago above the royal doors in the main iconostasis of St. Isaac's Cathedral in St. Petersburg.

For example by Lifantev, see *Russian Imperial Porcelain Easter Eggs* by Kudriavtseva and Whitbeck, p.129, and for 2233 similar St. Nicholas after Zhivago, see p.137 and Hermitage Museum inventory number ЭРФ-9137.

For similar egg illustrated, see N.B. von Wolf (ed. T. N. Nosovich), *Imperatorskii farforovyi zavod, 1744-1904*, St. Petersburg, 2003, p. 194

125
A PORCELAIN GROUP

Gardner Porcelain Factory, Moscow, late 19th century comprising a seated woman and standing man leaning against a hollow tree, inscribed in cyrillic "Tziganes"; with impressed Gardner mark and number 323, also red stamp for Kuznetsov Factory

height: 26.8cm (10 9/16in).

£2,000 - 4,000
 US\$2,900 - 5,800
 €2,500 - 5,100

126
A PORCELAIN GROUP

Kuznetsov Porcelain Factory, Moscow, late 19th century comprising a standing woman and seated man, inscribed in cyrillic "Estonians"; likely a Gardner blank but marked with impressed number 329 and red stamp for Kuznetsov Factory
 height: 25.3cm (9 15/16in).

£2,000 - 4,000
 US\$2,900 - 5,800
 €2,500 - 5,100



125



126



127*

A SILVER MOUNTED CARVED WOOD PRESENTATION PLATTER

designed by Carl Scholtz (1837-1907), probably by Scholtz wood carving workshop in Ivanovo, Kursk province, with carved signature on verso
 circular, center with plain raised round medallion flanked by carved myrtle garlands tied with a bow and centered with an interlaced silver monogram of Emperor Nicholas II, topped with silver Russian Imperial crown and applied on the bottom with silver coat of arms for city of Pskov; all within carved arched and beaded bands; the wide border carved with oak garlands and inscription in Cyrillic 'Bread Salt' diameter: 46.7cm (18 3/8in).

£4,000 - 6,000
 US\$5,800 - 8,700
 €5,100 - 7,600

Provenance

Presented to Emperor Nicholas II on August 4, 1903 at Toroshino, Pskov Province
 Property of a New York collector

In August of 1903 Emperor Nicholas II accompanied by Empress Alexandra Fedorovna, Grand Duke Vladimir and his wife, Grand Duchess Maria Fedorovna, Grand Duchess Olga and Grand Duke Boris Vladimirovich, arrived to the historic city of Pskov with official imperial visit. The Emperor arrived to oversee the large military exercise at Toroshino near city of Pskov. During the week-long visit imperial couple visited important monasteries and cathedrals, historic monuments, local Noble Society, charity institutions, libraries and

military arsenals. It was the first visit of Nicholas II to Pskov and it was celebrated as an important occasion. Everywhere along the way and at every destination various delegations, groups, societies and distinguished individuals were in attendance extending greetings and presenting the gifts. Local press widely covered the imperial visit publishing photographs of welcoming ceremonies, descriptions of itinerary and listing attendees.

Archival researched indicated that during this visit Emperor Nicholas II was presented with three wooden platters: first one was presented by the Governor at railroad station Pechory at the start of the visit, the second was presented by children on behalf of May's Union (Society for Prevention of Cruelty to Animals), and the third carved wooden platter was presented at a station Toroshino on August 4th, 1903. It is most likely that the present intricately carved platter was the one presented to the Russian Emperor on that date. Newspaper *Pravitelstvennyi Vestnik* described the occasion as follows:

'On August 4th, at the station Toroshino, at 8 am in the morning, in the carriage of the Imperial train, a delegation from Pskov Zemstvo represented by Chairman V.P. Gorbunov, members E.I. Vekshinskii and A.A. fon Dr Bellen and other representatives presented a platter made of pear tree decorated in the center with a monogram of His Majesty, and on the sides – with Imperial Crown, coat-of-arms of Pskov province and date '1903'. The platter was applied with inscription 'from Pskov Provincial Zemstvo'.

A few small holes in the carved designs indicate that the platter had additional silver elements now lost.

128

**A LARGE GROUP OF PLATES
FROM THE ST. ANDREW SERVICE**

Imperial Porcelain Factory, St. Petersburg, period of Alexander II comprising: sixteen deep plates, seven dinner plates, sixteen dessert plates, all circular with scalloped rim, the center painted with *Holzschmittblumen* within molded in relief *Gotzkowsky* flowers, the border centred at the top with double-headed Russian Imperial eagle and the cross of St. Andrew the First Called below, with gilt trellis rim (39)

diameter of dinner plate: 28.4cm (11 in).

£60,000 - 80,000

US\$87,000 - 120,000

€76,000 - 100,000

Provenance

Private collection, Monaco

The present lot consists of plates made at the Imperial Porcelain Factory as additions to the famous St. Andrew porcelain service manufactured at the Meissen factory and sent as a diplomatic gift to Empress Elizabeth I of Russia on occasion of the marriage of her nephew, Grand Duke Peter, future Emperor Peter III, to Princess Sophie Augusta Frederica of Anhalt-Zerbst, later Empress Catherine II. It arrived in St. Petersburg in 1745 and was often used during the elaborate official court dinners. The Imperial Porcelain Factory made additions to the service until the middle of the nineteenth century.





129

**A COVERED TUREEN FROM THE
ST. ANDREW PORCELAIN SERVICE**

Meissen Manufactory, marked with blue factory mark
round form decorated with floral sprays, cover decorated *en suite*, with
elaborate finial in a form of a lemon, small branch and an almond, with
a Russian state seal and the cross of the Order of St. Andrew, with gilt
trellis pattern rim

diameter: 22 cm (8 3/4in).

£15,000 - 20,000

US\$22,000 - 29,000

€19,000 - 25,000

Provenance

Private collection, Monaco

The original service was made by Meissen Manufactory and became a
diplomatic gift to Empress Elizabeth of Russia in 1745. Both Meissen
and the Imperial Porcelain Factory made later additions to the service.





I.F. Bykadorov
Colonel of the Russian Imperial Army, c. 1914

Isaakii Fedorovich Bykadorov was a professional officer of the Russian Imperial Army who distinguished himself on the battlefields of the First World War, during the Civil War fought on the side of the Don Cossack Army and completed his military career as a Major General. After immigration to France and later to Czechoslovakia, Bykadorov published numerous books on Russian history, military strategy and history of Cossacks army.

Исаакий Федорович Быкадоров (1882-1957), генерал-майор, историк, тов. председателя Донского Круга, блестящий офицер и одаренный писатель, с отличием закончивший Новочеркасское юнкерское училище и Академию Генерального Штаба. Он начал службу в донском казачьем полку в 1910 году. Храбро сражавшийся на фронтах первой мировой войны он был дважды ранен, и был награжден многими боевыми орденами, в том числе орденом Св. Георгия 4 степени и золотым оружием. С началом революции он вернулся на Дон и был избран командующим 2-й Донской Армии. После 1920 года Быкадоров находился в эмиграции, сначала в Париже, а впоследствии в Чехословакии. Написал несколько исследований по истории казачьего движения, истории Дона и военной стратегии.



131

131*

A GROUP OF SIXTEEN MEDALS

Russia, 19th-20th century
comprising: cross of distinction of St. George, 1st, 2nd, 3rd and 4th class; medal for Zeal, Nicholas II issue; medal for Bravery, second class, Nicholas II issue, numbered 33070; medal for Bravery, 3rd class, Nicholas II issue, numbered 226826; medal for Bravery, 4th class, Nicholas II issue, numbered 692834; bronze commemorative medal fro Centennial celebration of 1812 War, medal 'In memory of Emperor Alexander III 1881-1894'; medal for Distinction, Alexander III issue; two commemorative medals for Russo-Japanese war; two medals for Zeal, Nicholas II issue; bronze medal for Tercentenary of Romanov dynasty (16)
height of St. George cross: 4.1cm (1 5/8in).

£1,500 - 2,500
US\$2,200 - 3,600
€1,900 - 3,200



130

130*

A GROUP OF ORDERS AND MEDALS

cross of St Vladimir: Eduard, St. Petersburg, 1903-1917
comprising: gold and enamel cross of St. Vladimir, 4th class with swords, 56 standard; enamel cross for for order of St. Anne, 3rd class with swords; enamel cross for order of St. Stanislav, 3rd class with swords; bronze commemorative medal for Tercentenary of Romanov Dynasty; bronze commemorative medal for Centennial celebration of War of 1812; Belgian bronze *Croix de guerre* (6)
Belgian cross: 6.3cm (2 1/2in).

£2,000 - 4,000
US\$2,900 - 5,800
€2,500 - 5,100

Provenance

Awarded to Isaakii Fedorovich Bykadorov (1882-1957)
Thence by descent



132*

MOTHER OF GOD OF VLADIMIR

Russia, late 19th century
 traditionally painted in strong vibrant colours,
 the accompanied cloth cover embroidered
 with beads and paste stones
 46.7 x 39.4cm (18 3/8 x 15 1/2in).

£5,000 - 8,000

US\$7,200 - 12,000

€6,400 - 10,000



133*

**ICON OF ST. CATHERINE,
 ST. JOHN AND ST. VARVARA**

Russia, 1818
 traditionally painted in bright colors, the Saints
 depicted with the Holy Trinity above and Saints
 Matrona and Nadezhda on the borders, the lower
 border centered with an inscription of the date in
 Old Slavonic
 tempera on wood, gilding
 32.2 x 27.7cm (12 11/16 x 10 7/8in).

£3,000 - 5,000

US\$4,300 - 7,200

€3,800 - 6,400

134

**BLESSED PRINCE ANDREI
(ANDREI BOGOLYUBSKII)**

Zakharov and sons, Moscow, 1894

realistically painted, in repousse, chased and engraved silver oklad applied with enamelled halo and decorative enamel architectural borders, 84 standard

27.8 x 32 cm (10 1/2 x 12 1/2 in).

£6,000 - 8,000

US\$8,700 - 12,000

€7,600 - 10,000



135

MOTHER OF GOD OF TIKHVIN

maker's mark in Cyrillic 'Y.V', Moscow, 1869

traditionally painted, in repousse, chased and engraved oklad with applied haloes, an oval within scrolling fruiting vines, 84 standard

26.2 x 31 cm (10 x 12in).

£4,000 - 6,000

US\$5,800 - 8,700

€5,100 - 7,600



A DOUBLE-SIDED MENOLOGICAL TABLETKA

Central Russia, possibly Moscow School
with Strogonov influences, circa 1600
painted on either side with Saints and Festivals commemorated during
the month of May, on gold ground, each designated with an inscription
on six registres.

22 x 24cm (8 11/16 x 9 7/16in).

£15,000 - 25,000

US\$22,000 - 36,000

€19,000 - 32,000

The subjects include:

Recto Top Row

1. Prophet Jeremiah, St Pafnuti of Borovsk
2. St Afanasii of Alexandria, Sts Boris and Gleb
3. St Timofei the Martyr, St Maura the Martyr
4. St Feodosii of Pechersk, St Pelagiia the Martyr
5. St Irina

Second Row

6. St Iov the Righteous, St Varvarii
(shown as mature man, Strogonov as youth)
7. The Appearance of the Sign of the Precious Cross over the
City of Jerusalem (not in Strogonov), St Antonii of Pechersk
8. St Ioann the Theologian, St Arsenii the Great
9. Prophet Isaiah, St Kristofor the Martyr and St Nicholas the
Wonderworker (the latter two transposed in Strogonov)

Third Row

10. St Simon the Apostle
11. St Mokii the Hieromartyr
12. St Epifanii, St German Patriarch of Constantinople
13. St Glikeriia the Martyr
14. St Isidor the Martyr, St Isidor the Fool in Christ
15. St Pakhomii the Great, St Isaiah of Rostov, St Dmitri Tsarevich
of Uglich and Moscow (not in Strogonov), St Evfrosini of Pskov

Verso Top Row

- (captions lost and figures identified tentatively from Strogonov)
16. St Feodor the Sanctified
 17. St Andronika the Apostle
 18. St Dionysius, St Feodor of Antioch(transposed in Strogonov)
 19. St Peter of Lampsachi,
St Patrikei the Hieromartyr (transposed in Strogonov)
 20. St Fallei the Martyr, The Uncovering of the Relics
of Metropolitan Aleksei of Moscow

Second Row

21. Sts Constantine and Elena with the True Cross, St Constantine
with his sons Mikha and Feodor of Murom (not in Strogonov)
22. St Vasilikii the Martyr
23. St Mikhail the Confessor, The Finding of the Relics
of St Leontii of Rostov (transposed in Strogonov)
24. St Simeon the Stylite, St Nikita of Pereiaslav-Zaleskii

Third Row

25. Third Finding of the Head of St John the Baptist
26. St Karp the Apostle
27. St Ferapontii the Hieromonakh
28. St Nikita Bishop of Chalcedon, St. Ignatii of Rostov
29. St Feodosiia
30. St Ioann of Ustiug, St Isaac of Dalmatia
31. St Germanii the Martyr

A fine example of miniature icon painting with vivid colours heightened by gold showing minute details. Although the saints do not follow strictly those detailed in The Strogonov Figurative Iconographic Patternbook (Podlinnik, first published in 1869 after the original manuscript drawn sometime before 1606 (reprinted Oakwood Publications, Torrance Ca., 1992) many details are accurate in the depiction of each saint and the colours recorded for their vestments. Variations on this Tabletka and mentioned above (but other saints in the printed text are not mentioned); these differences may be the requirements of the customer commissioning the icon. Here are some very rare representations such as that of St Constantine with his sons Mikha (Michael) and Feodor of Murom, which may be an indication of the location of the order. For two similar tabletki for March and August, see The George Hahn Collection, Part One Russian Icons ..., sold at Christie's New York, 17-18 April 1980, lots 35 & 36, catalogued as Central Russia, 17 Century, measuring 34.5 x 30.5cm., with a note that the original invoice from said Strogonov School. See also V.I. Antonova, Ancient Art in the Collection of Pavel Korin, in Russian, Moscow, 1966, no. 52 for 12 tabletki described as Moscow School, end of 16 Century (ca 1597), measuring approx. 24.5 x 21.5cm. However plates 67-69 are not clear enough to make a definite comparison.



Verso



Recto



137

MIRACULOUS APPEARANCE OF MOTHER OF GOD TO ST. SERGEI RODONEZHSKY

maker's mark in Cyrillic 'AV', Moscow, 1803
realistically painted in strong colours, with New Testament Trinity above in repoussé chased and engraved silver oklad
32 x 26cm (12 5/8 x 10 1/4in).

£1,000 - 1,200
US\$1,400 - 1,700
€1,300 - 1,500



138*

HOLY TRINITY

Russia, late 19th century
traditionally painted in strong colors, depicting three angels, Abraham and Sarah around the table by the oaks of Mamre in elaborate architectural surroundings, withing painted dark blue border inscribed with a title
86.4 x 86.4cm (34 x 34in).

£4,000 - 6,000
US\$5,800 - 8,700
€5,100 - 7,600

Provenance

Acquired by the present owner at Sotheby's, *Fabergé, Russian works of art and Objects of Vertu*, New York, June 21, 1994, lot 386



139*

MOTHER OF GOD APPEARING TO ST. SERGEI

Russia, maker's mark Cyrillic 'PS,' 1853
traditionally painted in strong colours, depicting the miraculous appearance of the Mother of God to St. Sergei Rodonezhsky, in a repoussé, chased and engraved oklad with applied silver-gilt halos
38 x 30cm (14 15/16 x 11 13/16in).

£6,000 - 8,000
US\$8,700 - 12,000
€7,600 - 10,000

140

MOTHER OF GOD OF THE PASSION

Russia, early 19th century
very finely painted in Palekh style on
gilt-ground with four Saints on the borders
31 x 26.5 cm (12 3/16 x 10 7/16in).

£1,500 - 2,000

US\$2,200 - 2,900

€1,900 - 2,500



141*

ST. NICHOLAS

Greek, 17th Century
traditionally painted in strong colours
on gilt ground with stippled line halo
tempera on wood
22 x 27.5 cm (8 11/16 x 10 5/8in).

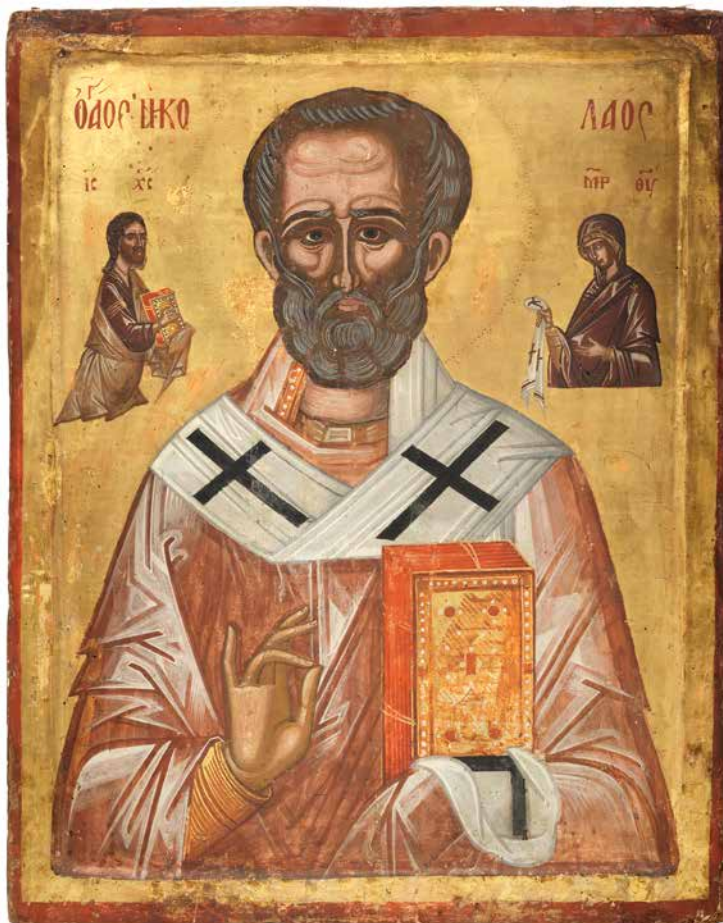
£10,000 - 14,000

US\$14,000 - 20,000

€13,000 - 18,000

Provenance

Barling of Mount Street, Ltd
Dr. Richard E. Fuller, Seattle, Washington
(acquired from the above, 1961)
Seattle Art Museum (acquired from the above
by Ernest N. Patty in memory of his wife
Kathryn Stanton Patty, 1962)





142*

ARCHANGEL MICHAEL

Russia, late 18th - early 19th century
 traditionally painted, head facing right with wide gold halo,
 within broad golden brown borders
 45.1 x 36.8cm (17 3/4 x 14 1/2in).

£2,500 - 4,500

US\$3,600 - 6,500

€3,200 - 5,700

Provenance

Acquired by the present owner at Sotheby's, Fabergé, Russian works
 of art and Objects of Vertu, New York, June 21, 1994, lot 353,
 now offered without the metal oklad



143

THREE ICONS OF SAINTS PETER, MATTHEW AND SIMON

Greek school, late 18th century
 traditionally painted in strong colours, each enthroned with
 their right hand raised in blessing on gilt-ground,
 from an iconostasis
 52.5 x 35cm (20 1/2 x 13 1/2in).

£6,000 - 8,000

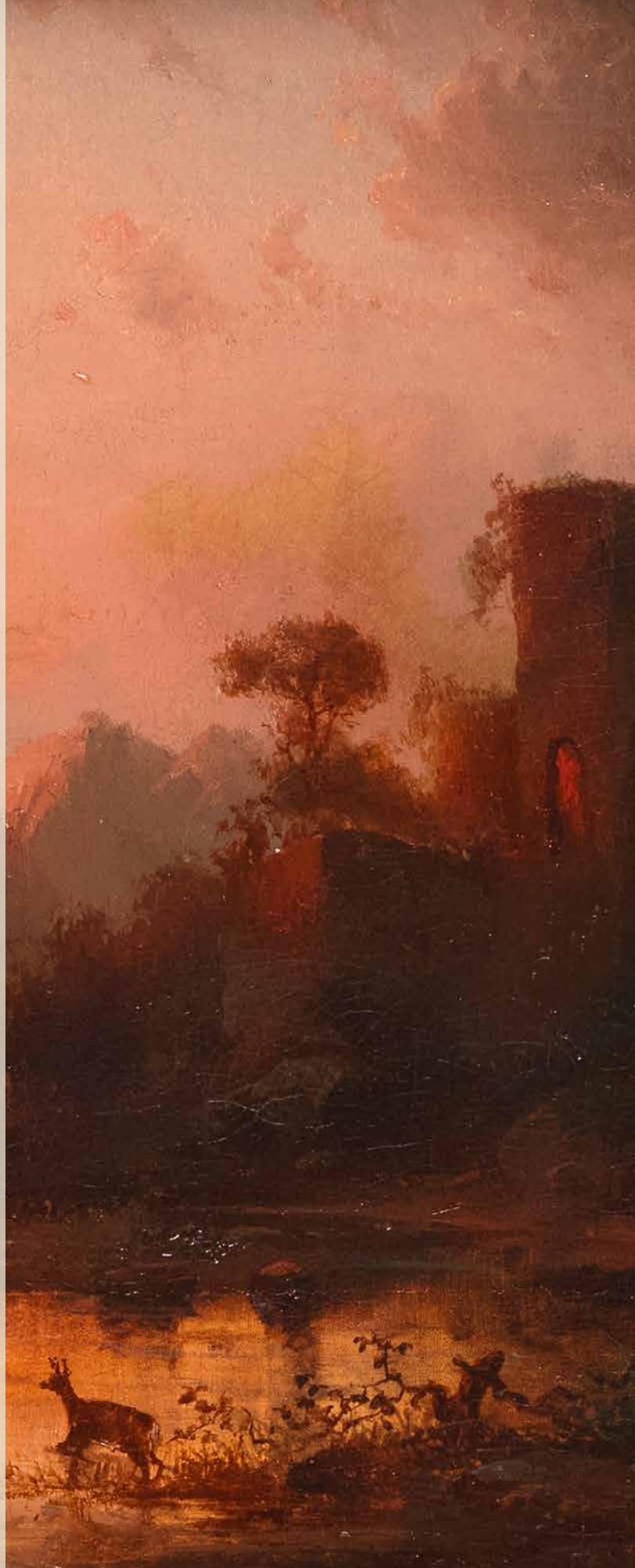
US\$8,700 - 12,000

€7,600 - 10,000

END OF SALE

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NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone

If you wish to bid at the *Sale* by telephone, please complete a Telephone *Bidding Form*, which is available from our offices or in the *Catalogue*. Please then return it to the office responsible for the *Sale* at least 24 hours in advance of the *Sale*. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service and may not be available in relation to all *Lots*. We will not be responsible for bidding on your behalf if you are unavailable at the time of the *Sale* or if the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding by post or fax

Absentee *Bidding Forms* can be found in the back of this *Catalogue* and should be completed and sent to the office responsible for the *Sale*. It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a *Lot*, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the *Sale*. Please check your Absentee *Bidding Form* carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to *Reserves* and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the *Auctioneer's* bidding increments. New *Bidders* must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

Bidding via the internet

Please visit our *Website* at <http://www.bonhams.com> for details of how to bid via the internet.

Bidding through an agent

Bids will be accepted as placed on behalf of the person named as the principal on the *Bidding Form* although we may refuse to accept bids from an agent on behalf of a principal and will require written confirmation from the principal confirming the agent's authority to bid. Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact or the identity of his principal) will be jointly and severally liable with the principal to the *Seller* and to *Bonhams* under any contract resulting from the acceptance of a bid. Subject to the above, please let us know if you are acting on behalf of another person when bidding for *Lots* at the *Sale*.

Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale*, we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will

require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

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

On the *Lot* being knocked down to the *Buyer*, a *Contract for Sale* of the *Lot* will be entered into between the *Seller* and the *Buyer* on the terms of the *Contract for Sale* set out in Appendix 1 at the back of the *Catalogue*. You will be liable to pay the *Purchase Price*, which is the *Hammer Price* plus any applicable VAT. At the same time, a separate contract is also entered into between us as *Auctioneers* and the *Buyer*. This is our *Buyer's Agreement*, the terms of which are set out in Appendix 2 at the back of the *Catalogue*. Please read the terms of the *Contract for Sale* and our *Buyer's Agreement* contained in the *Catalogue* in case you are the successful *Bidder*. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the *Catalogue* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale*. You should be alert to this possibility of changes and ask if there have been any.

7. BUYER'S PREMIUM AND OTHER CHARGES PAYABLE BY THE BUYER

Under the *Buyer's Agreement*, a premium (the *Buyer's Premium*) is payable to us by the *Buyer* in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it. Storage charges and *Expenses* are also payable by the *Buyer* as set out in the *Buyer's Agreement*. All the sums payable to us by the *Buyer* are subject to VAT. For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* on each lot purchased:

25% up to £50,000 of the *Hammer Price*
20% from £50,001 to £1,000,000 of the *Hammer Price*
12% from £1,000,001 of the *Hammer Price*

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

On certain *Lots*, which will be marked "AR" in the *Catalogue* and which are sold for a *Hammer Price* of €1,000 or greater (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*), the *Additional Premium* will be payable to the *Buyer* to cover our *Expenses* relating to the payment of royalties under the Artists Resale Right Regulations 2006. The *Additional Premium* will be a percentage of the amount of the *Hammer Price* calculated in accordance with the table below, and shall not exceed €12,500 (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).

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

8. VAT

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

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

- † VAT at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω VAT on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- * VAT on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*

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

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

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus VAT and any other charges and *Expenses* to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. Unless agreed by us in advance payments made by anyone other than the registered *Buyer* will not be accepted. Payment will have to be by one of the following methods (all cheques should be made payable to *Bonhams* 1793 Limited). *Bonhams* reserves the right to vary the terms of payment at any time.

Sterling personal cheque drawn on a UK branch of a bank or building society: all cheques must be cleared before you can collect your purchases;

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes, coins or travellers cheques in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000, or the equivalent in the currency in which the *Sale* is conducted, at the time when payment is made. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins, notes or travellers cheques;

Bank transfer: you may electronically transfer funds to our *Trust Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *Trust Account* details are as follows:

Bank: National Westminster Bank Plc
Address: PO Box 4RY
250 Regent Street
London W1A 4RY
Account Name: Bonhams 1793 Limited Trust Account
Account Number: 25563009
Sort Code: 56-00-27
IBAN Number: GB 33 NWBK 560027 25563009

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice.

Debit cards: there is no additional charge for purchases made with personal debit cards, issued by a UK bank. Debit cards issued by an overseas bank, deferred and company debit cards and all credit cards will be subject to a 2% surcharge;

Credit cards: Visa and Mastercard only. Please note there is a 2% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

China UnionPay (CUP) debit cards: No surcharge for using CUP debit cards will apply on the first £100,000 invoiced to a *Buyer* in any *Sale*; a 2% surcharge will be made on the balance over £100,000.

10. COLLECTION AND STORAGE

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

11. SHIPPING

Please refer all enquiries to our shipping department on:
Tel: +44 (0)20 8963 2850/2852 Fax: +44 (0)20 8963 2805
Email: shipping@bonhams.com

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums-cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

Please be aware that all *Lots* marked with the symbol Y are subject to CITES regulations when exporting these items outside the EU. These regulations may be found at <http://www.defra.gov.uk/ahvla-en/imports-exports/cites/> or may be requested from:

Animal Health and Veterinary Laboratories Agency (AHVLA)
Wildlife Licencing
Floor 1, Zone 17, Temple Quay House
2 The Square, Temple Quay
BRISTOL BS1 6EB
Tel: +44 (0) 117 372 8774

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or

indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

As stated above, all *Lots* are sold on an "as is" basis, subject to all faults, imperfections and errors of *Description* save as set out below. However, you will be entitled to reject a *Book* in the circumstances set out in paragraph 11 of the *Buyers Agreement*. Please note that *Lots* comprising printed *Books*, unframed maps and bound manuscripts are not liable to VAT on the *Buyer's Premium*.

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the "of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

≈ Ruby and Jadeite

Ruby and jadeite gemstones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US and it is the *Buyer's* responsibility to obtain all relevant and required export/import licences, certificates and documentation before shipping. Failure by the *Buyer* to successfully import goods into the US does not constitute grounds for non payment or cancellation of *Sale*. *Bonhams* will not be responsible for any additional costs in this regard howsoever incurred.

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of *Catalogue* Terms

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

21. PICTURES

Explanation of *Catalogue* Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

For your guidance, in our *Catalogues* we detail, as far as practicable, recorded all significant defects, cracks and restoration. Such practicable *Descriptions* of damage cannot be definitive, and in providing *Condition Reports*, we cannot *Guarantee* that there are no other defects present which have not been mentioned. *Bidders* should satisfy themselves by inspection, as to the condition of each *Lot*. Please see the *Contract for Sale* printed in this *Catalogue*. Because of the difficulty in determining whether an item of glass has been repolished, in our *Catalogues* reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

It is occasionally possible to provide a pre-Sale tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details.

It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the *Catalogue* where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- WT Objects displayed with a WT will be located at the Ward Thomas Removals Ltd warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

IMPORTANT: These terms may be changed in advance of the *Sale* of the *Lot* to you, by the setting out of different terms in the *Catalogue* for the *Sale* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale* at the *Sale* venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

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

1 THE CONTRACT

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

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

2 SELLER'S UNDERTAKINGS

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

- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8 FAILURE TO PAY FOR THE LOT

- 8.1 If the *Purchase Price* for a *Lot* is not paid to *Bonhams* in full in accordance with the *Contract for Sale* the *Seller* will be entitled, with the prior written agreement of *Bonhams* but without further notice to you, to exercise one or more of the following rights (whether through *Bonhams* or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the *Lot*;
- 8.1.4 to remove and store the *Lot* at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
- 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 8.1.7 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless the *Buyer* buys the *Lot* as a *Consumer* from the *Seller* selling in the course of a *Business*) you hereby grant an irrevocable licence to the *Seller* by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal *Business* hours to take possession of the *Lot* or part thereof;
- 8.1.8 to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on seven days written notice to sell, *Without Reserve*, any of your other property in the possession of the *Seller* and/or of *Bonhams* (as bailee for the *Seller*) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such *Sale* in satisfaction or part satisfaction of any amounts owed to the *Seller* or to *Bonhams*; and
- 8.1.10 so long as such goods remain in the possession of the *Seller* or *Bonhams* as its bailee, to rescind the contract for the *Sale* of any other goods sold to you by the *Seller* at the *Sale* or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the *Seller* or to *Bonhams* by you.
- 8.2 You agree to indemnify the *Seller* against all legal and other costs of enforcement, all losses and other *Expenses* and costs (including any monies payable to *Bonhams* in order to obtain the release of the *Lot*) incurred by the *Seller* (whether or not court proceedings will have been issued) as a result of *Bonhams* taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the *Seller* becomes liable to pay the same until payment by you.
- 8.3 On any resale of the *Lot* under paragraph 8.1.2, the *Seller* will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his behalf.

9 THE SELLER'S LIABILITY

- 9.1 The *Seller* will not be liable for any injury, loss or damage caused by the *Lot* after the fall of the *Auctioneer's* hammer in respect of the *Lot*.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the *Seller* will not be liable for any breach of any term that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller*, whether implied by the *Sale of Goods Act 1979* or otherwise.
- 9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,
- 9.3.1 the *Seller* will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the *Misrepresentation Act 1967*, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in relation to the *Lot* made by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*;
- 9.3.2 the *Seller* will not be liable for any loss of *Business*, *Business* profits or revenue or income or for loss of reputation or for disruption to *Business* or wasted time on the part of the *Buyer* or of the *Buyer's* management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
- 9.3.3 in any circumstances where the *Seller* is liable to you in respect of the *Lot*, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the *Seller's* liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
- 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is liable under the *Occupiers Liability Act 1957*, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

10 MISCELLANEOUS

- 10.1 You may not assign either the benefit or burden of the *Contract for Sale*.
- 10.2 The *Seller's* failure or delay in enforcing or exercising any power or right under the *Contract for Sale* will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the *Seller's* ability subsequently to enforce any right arising under the *Contract for Sale*.

10.3

If either party to the *Contract for Sale* is prevented from performing that party's respective obligations under the *Contract for Sale* by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.

10.4

Any notice or other communication to be given under the *Contract for Sale* must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the *Seller*, addressed c/o *Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

10.5

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

10.6

References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.

10.7

The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.

10.8

In the *Contract for Sale* "including" means "including, without limitation".

10.9

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

10.10

Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.

10.11

Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.

10.12

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

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

IMPORTANT: These terms may be changed in advance of the *Sale* of the *Lot* to you, by the setting out of different terms in the *Catalogue* for the *Sale* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale* at the *Sale* venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

1 THE CONTRACT

1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.

1.2 The Definitions and Glossary contained in Appendix 3 to the *Catalogue* for the *Sale* are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed in the *Catalogue* for the *Sale*, and where such information is referred to it is incorporated into this agreement.

1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the *Contract for Sale* of the *Lot* between you and the *Seller* is made on the fall of the *Auctioneer's* hammer in respect of the *Lot*, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.

1.4 We act as agents for the *Seller* and are not answerable or personally responsible to you for any breach of contract or other default by the *Seller*, unless *Bonhams* sells the *Lot* as principal.

1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:

1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the *Lot* in accordance with paragraph 5;

1.5.2 subject to any power of the *Seller* or us to refuse to release the *Lot* to you, we will release the *Lot* to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller*;

1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.

1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the *Lot* as principal) made as agent on behalf of the *Seller*.

2 PERFORMANCE OF THE CONTRACT FOR SALE

You undertake to us personally that you will observe and comply with all your obligations and undertakings to the *Seller* under the *Contract for Sale* in respect of the *Lot*.

3 PAYMENT

3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:

3.1.1 the *Purchase Price* for the *Lot*;

3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* on each lot, and

3.1.3 if the *Lot* is marked ^[AR], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.

3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.

3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.

3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.

3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and VAT and any interest earned and/or incurred until payment to the *Seller*.

3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.

3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.

4 COLLECTION OF THE LOT

4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us, in cleared funds, everything due to the *Seller* and to us, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a buyer collection document, obtained from our cashier's office.

4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the *Sale*.

4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.

4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.

4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.

4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.

4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.

4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

5 STORING THE LOT

We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice to Bidders*, on the *Sale* Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the *Lot* before the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) we may remove the *Lot* to another location, the details of which will usually be set out in the relevant section of the *Catalogue*. If you have not paid for the *Lot* in accordance with paragraph 3, and the *Lot* is moved to any third party's premises, the *Lot* will be held by such third party strictly to *Bonhams' order* and we will retain our lien over the *Lot* until we have been paid in full in accordance with paragraph 3.

6 RESPONSIBILITY FOR THE LOT

6.1 Only on the payment of the *Purchase Price* to us will title in the *Lot* pass to you. However under the *Contract for Sale*, the risk in the *Lot* passed to you when it was knocked down to you.

6.2 You are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.

<p>7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</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 <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):</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 <i>Lot</i>;</p> <p>7.1.3 to remove, and/or store the <i>Lot</i> 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 <i>Purchase Price</i>) and/or damages for breach of contract;</p> <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;</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>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>.</p> <p>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.</p>	<p>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.</p> <p>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.</p> <p>8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</p> <p>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:</p> <p>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</p> <p>8.1.2 deliver the <i>Lot</i> to a person other than you; and/or</p> <p>8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or</p> <p>8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.</p> <p>8.2 The discretion referred to in paragraph 8.1:</p> <p>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</p> <p>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.</p> <p>9 FORGERIES</p> <p>9.1 We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.</p> <p>9.2 Paragraph 9 applies only if:</p> <p>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</p> <p>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</p> <p>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>.</p>	<p>9.3 Paragraph 9 will not apply in respect of a <i>Forgery</i> if:</p> <p>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</p> <p>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.</p> <p>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>.</p> <p>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>.</p> <p>9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.</p> <p>9.7 If you sell or otherwise dispose of your interest in the <i>Lot</i>, all rights and benefits under this paragraph will cease.</p> <p>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>.</p> <p>10 OUR LIABILITY</p> <p>10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i>, or on the <i>Bonhams' Website</i>, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i>.</p> <p>10.2 Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:</p> <p>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</p> <p>10.2.2 changes in atmospheric pressure; nor will we be liable for:</p> <p>10.2.3 damage to tension stringed musical instruments; or</p> <p>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.</p>
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10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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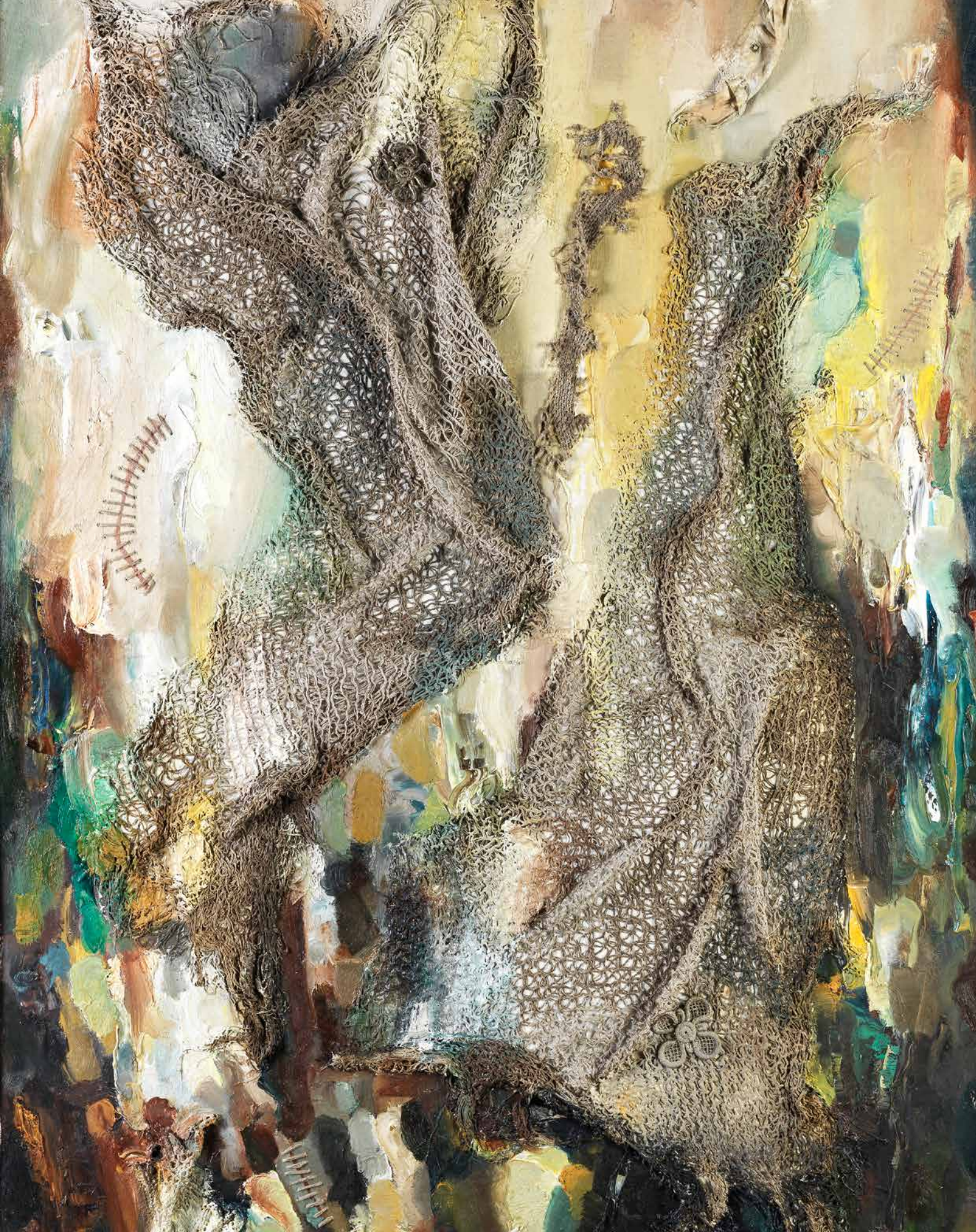
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