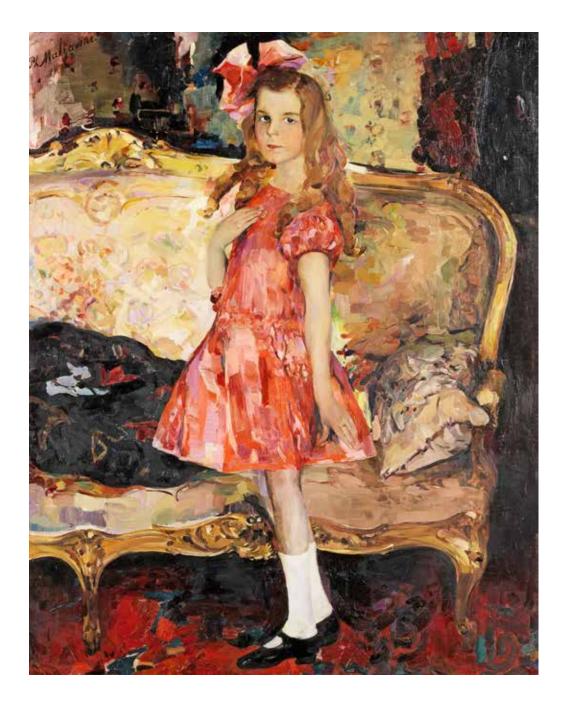
# Bonhams



# The Russian Sale

New Bond Street, London | 5 June 2019







# The Russian Sale

New Bond Street, London | Wednesday 5 June 2019 at 3pm

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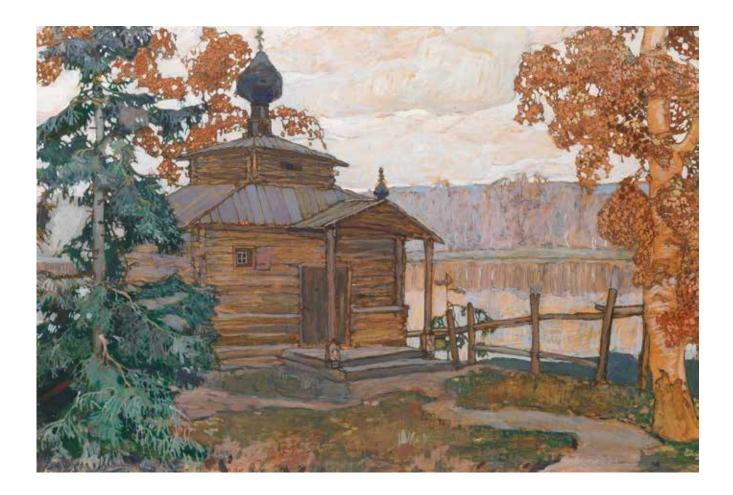
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#### PAYMENT AT TIME OF

COLLECTION BY: cash, cheque with banker's card, credit or debit card



1 **ALEKSEI ILYCH KRAVCHENKO (1889-1940)** A Russian church in autumn signed in Cyrillic (lower middle) tempera and pencil on cardboard

46 x 69.5cm (18 1/8 x 27 3/8in). £8,000 - 10,000

US\$10,000 - 13,000 €9,200 - 12,000

The present lot is offered with a certificate of authenticity from E. Nesterova, A. Benois Expertise Centre, 2018.





#### З

2

#### NIKOLAI EGOROVICH SVERCHKOV (1817-1898)

A winter's day in the village signed in Cyrillic (lower left) oil on canvas 40 x 69cm (15 3/4 x 27 3/16in).

£35,000 - 45,000 US\$45,000 - 58,000 €40,000 - 52,000

Provenance Private collection, UK 3<sup>\*</sup> **KONSTANTIN YAKOVLEVICH KRYZHITSKY (1858-1911)** Meadow in the woods signed in Cyrillic (lower right); stretcher inscribed in Russian with the title 32 x 48.5cm (12 1/2 x 19in).

£6,000 - 8,000 US\$7,800 - 10,000 €6,900 - 9,200

**Provenance** Private American collection

### ALEXANDER MIKHAILOVICH LEONTOVSKY (1865-1928)

Portrait of an Officer of the Life Guard Horse Regiment with order of St. Anne with swords signed in Latin (lower right) oil on canvas 73.4 x 60cm (28 7/8 x 23 5/8in).

£3,000 - 4,000 US\$3,900 - 5,200 €3,500 - 4,600



4

#### <sup>5</sup> PIOTR YAKOVLEVICH OVCHINNIKOV (1881-1915)

The billiard room in the Imperial Palace in Belovezha Forest signed in Cyrillic and titled 'in Puscha' (lower right) watercolour on paper 42.3 x 54.4cm (16 5/8 x 21 7/16in).

£1,500 - 2,000 US\$1,900 - 2,600 €1,700 - 2,300



6**\*** 

#### **IVAN PAVLOVICH POKHITONOV (1850-1923)**

'Autour de l'étang de Matrionovka', 1882 signed and dated 'l Pokitonow 82' (lower right) oil on panel 18 x 26cm (7 1/16 x 10 1/4in).

£50,000 - 70,000 US\$65,000 - 91,000 €58,000 - 81,000

Provenance

Private collection, Canada

The offered lot has been inspected in person by Olivier Bertrand, expert on Pokhitonov and author of volume 1 of the catalogue raisonné of the artist's works. M. Bertrand also reviewed an X-ray of the offered lot and has confirmed its authenticity. The present lot is to be sold with a certificate, dated 21st March 2019, confirming its inclusion in the 2nd volume of the artist's catalogue raisonné, presently being prepared by M. Bertrand.





#### MIKHAIL MARKIANOVITCH GUERMACHEFF (1867-1930)

'A woodland pool' signed in Latin (lower right) oil on canvas 46 x 55.3cm (18 1/8 x 21 3/4in).

£3,000 - 4,000 US\$3,900 - 5,200 €3,500 - 4,600

#### Provenance

The Reid Gallery Ltd, Guildford, Surrey Purchased from the above in 1971 Gifted by the purchaser (a close relation of the present owner) to a private English collection

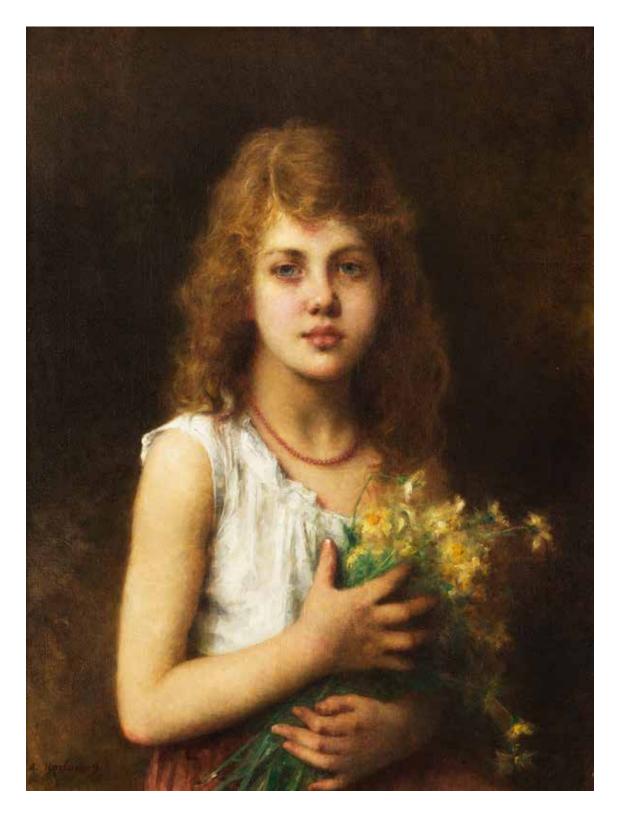


#### 8 SERGEY EVGRAFOVICH LEDNEV-SCHUKIN (1875-1961)

Winter landscape signed in Cyrillic (lower right) oil on canvas 50.8 x 60.8cm (20 x 23 15/16in).

£2,000 - 3,000 US\$2,600 - 3,900 €2,300 - 3,500

**Provenance** With A La Vieille Russie, Zolotnitskiy (according to label on verso)



#### ALEXEI ALEXEEVICH HARLAMOFF (1840-1925)

Young girl with a bunch of marguerites signed in Latin (lower left) oil on canvas 67 x 53cm (26 3/8 x 20 7/8in).

£40,000 - 60,000 US\$52,000 - 78,000 €46,000 - 69,000 **Provenance** With Fine Art of Oakham, October 1998 (according to label on verso)



#### 10 BORIS VASILEVICH BESSONOV (1862-1934)

View of Nizhny Novgorod from Minin's garden signed in Cyrillic (lower right); further inscribed with title (lower left) watercolour 50.5 x 77cm (19 7/8 x 30 5/16in).

£1,000 - 1,500 US\$1,300 - 1,900 €1,200 - 1,700



#### 11 ATTRIBUTED TO KONSTANTIN ALEXEEVICH KOROVIN (1861-1939)

Winter wonderland bearing signature in Latin (lower left) gouache and tempera on board  $37.5 \times 46cm$  (14 3/4 x 18 1/8in).

£5,000 - 7,000 US\$6,500 - 9,100 €5,800 - 8,100



#### 12 GREGORY PAVLOVICH MALTZEFF (1881-1953)

In the poppy field signed in Latin and inscribed 'Roma 1927' (lower left) oil on board  $23 \times 33cm$  (9 1/16 x 13in).

£1,500 - 2,000 US\$1,900 - 2,600 €1,700 - 2,300

#### EMILE EISMAN-SEMENOWSKY (1857-1911)

'Summer Roses' signed in Latin (lower left) oil on panel 86 *x* 27.5cm (33 7/8 *x* 10 13/16in).

£4,000 - 6,000 US\$5,200 - 7,800 €4,600 - 6,900

#### Provenance

Mosedale Estate, St Anne's-on-the-Sea, 1970/71 Acquired from the above by Wyn Mason Thence by descent

Exhibited Paris, 1903 (label on verso)

#### 13A AFTER MSTISLAV VALERIANOVICH DOBUZHINSKY (1875-1957)

Panorama of St. Petersburg with Falconet's Bronze Horseman signed in Cyrillic and dated in the plate 'M. Dobuzhinskii 1912' (lower right) lithograph in colours on on two joined sheets of paper

 $59 \times 170 cm$  (23  $1/4 \times 66$  15/16 in).

#### £6,000 - 8,000 US\$7,800 - 10,000 €6,900 - 9,200

The original panorama was painted en plein air from the environs of the Senate church as a commission from the Moscow publisher I.N. Knebel (1854-1926). A gouache study for this painting is held in the collection of the State Russian Museum, St. Petersburg.



13



13A

14 FOLLOWER OF IVAN KONSTANTINOVICH AIVAZOVSKY (1817-1900)

The shipwreck oil on canvas 70 x 89cm (27 9/16 x 35 1/16in).

£70,000 - 90,000 US\$91,000 - 120,000 €81,000 - 100,000

#### Provenance

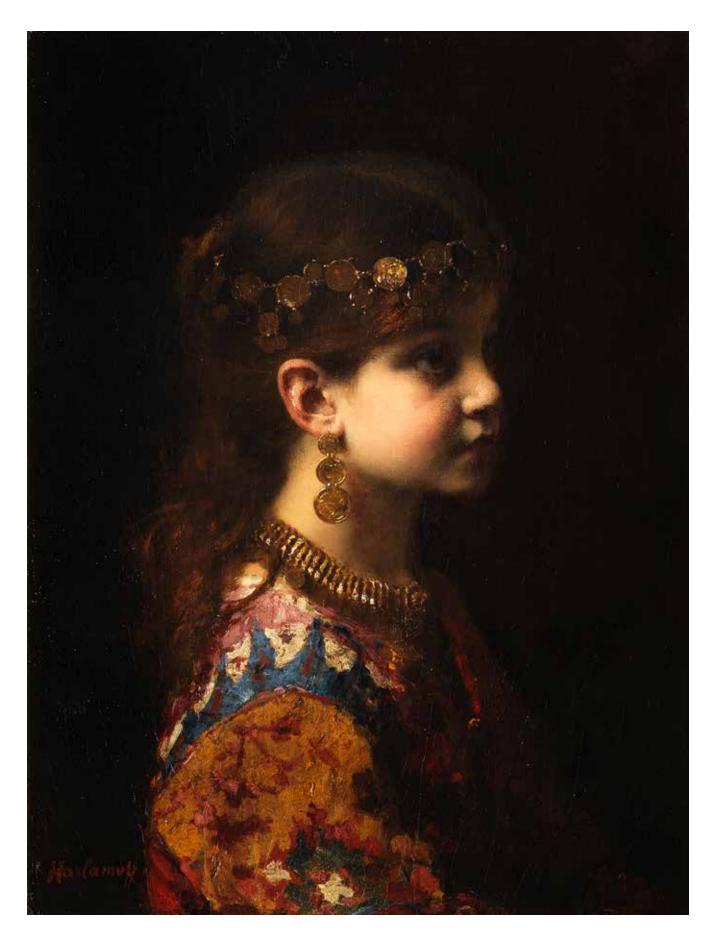
With N.R. Omell Galleries, Duke St., St. James's, London Purchased from the above in 1970s by the present owners



15 ALEXEI ALEXEEVICH HARLAMOFF (1840-1925) Gypsy girl signed in Latin (lower left) oil on canvas 62.5 x 49.5cm (24 5/8 x 19 1/2in).

#### £45,000 - 65,000 US\$58,000 - 84,000 €52,000 - 75,000

**Provenance** The McEwan Gallery, London Acquired from the above by the present owner in 1993 Private collection, UK





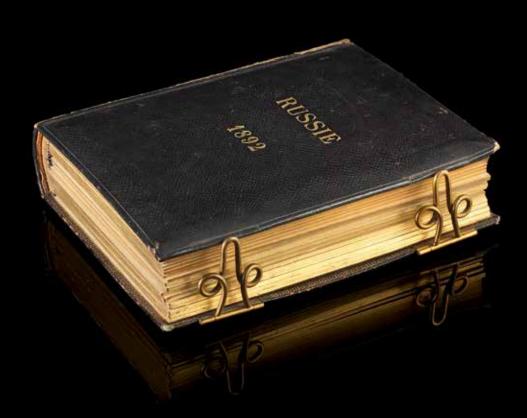
#### 16 A PHOTOGRAPH ALBUM circa 1892

the leather bound album entitled 'Russie 1892' opens to Romanov yellow gold and black striped silk interior covers containing forty two pages fitted with cabinet photographs of Empress Maria Feodorovna, Grand Duchess Elisabeth, Grand Duke Serge, Princess Yusupov, Countess Vasnetsov, Prince Galitsin, Count Bobrinsky, and further, some dedicated and signed

31.9 x 7.8 x 24.6 cm (12 9/16 x 3 1/16 x 9 11/16 in).

£1,500 - 1,800 US\$1,900 - 2,300 €1,700 - 2,100

Baron Joseph Berthelot de Baye (1853-1931) was a French archaeologist, explorer and ethnologist who turned in 1890 towards the Russian Empire, researching the history and customs of Ukraine through the Caucasus and to Siberia. As a French aristocrat, he was welcomed into Petersburg society and the 1892 album attests to a large number of distinguished admirers and patrons of his research.



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

(detail)

#### AN ALBUM OF RUSSIAN VIEWS

German school, Second quarter, second half of 19th century

eight gouache views of St. Petersburg inscribed in German including Tauride Palace, Palace Embankment and Summer Garden, St. Isaac's Cathedral, the Admiralty, Alexander Nevsky Monastery and Smolny Institute and nine bookpates relating to Putbus, the paper watermarked J Whatman 1819, bound in gold tooled leather album set with stones at corner plaques and clasp, in original box

dimensions of album: 19.7 x 24.6cm (7 3/4 x 9 11/16in).

#### £8,000 - 10,000 US\$10,000 - 13,000 €9,200 - 12,000

Although unsigned, the assembled views of St. Petersburg are reminiscent of Johann Wilhelm Gottfried Barth (1779-1852) a German artist trained at the Royal Porcelain Manufactory in Berlin. Following an extensive stay in the Baltics, Barth turned to St. Petersburg where he created detailed views of the city. For similar work by Barth, see Sotheby's, New York, *Russian sale*, 23 April 2004, lots 1 and 2.

The Russian views include:

Tauride Palace, View of Tauride Palace from the Garden side, Bertsky house in the Summer Garden (titled '[de] Ribas House' in the gouache), Smolny Convent (titled 'Maidens convent' in the gouache), Saint Isaac's Cathedral, Saint Alexander Nevsky Lavra, View of the Admiralty from Saint Isaac's Square, View of the Admiralty from the Winter Palace.

The bookplates in the second section of the album relate to Putbus, an aristocratic family from a place of the same name in Western Pomerania near the Baltic coast and include: Entrance to the park in Putbus, View of Dusseldorf, Putbus Palace, Stubbenkammer, Lime tree alley and dining hall in the park in Putbus, Cape Arkona, Pavillion in the park in Putbus, Königsstuhl, Granitz Hunting Lodge.

We are grateful to Paul Dyson for assistance with cataloguing this entry.

















#### 18 KONSTANTIN IVANOVICH GORBATOV (1876-1945)

Naples signed in Latin and dated '1934' (lower left); further signed, dated and titled (on verso); stretcher applied with torn label for Gustav Knauer, Berlin/Kunst-Abteilung oil on canvas

73.5 x 93cm (28 15/16 x 36 5/8in).

£30,000 - 40,000 US\$39,000 - 52,000 €35,000 - 46,000

#### Provenance

Acquired by a private German collector in Europe, before 1959 Thence by descent

The present lot will be added by Olga Sugrobova Roth to the database of works by Konstantin Gorbatov for the catalogue raisonné currently in preparation.





#### 20 IVAN PAVLOVICH POKHITONOV (1850-1923)

'Soir après l'orage. La Panne (1899-1900) signed 'I Pokitonow' (lower right); inscribed 'N 111/ [cadeau pour maman de la part de Vania/ décembre 1890]' (verso) oil on panel 15.3 x 22cm (6 x 8 11/16in).

#### £40,000 - 60,000 US\$52,000 - 78,000 €46,000 - 69,000

#### Provenance

Estate of Eugénie von Wulfert and Boris Wulfert Pokhitonov

Auction Catalogue des Tableaux, études, Dessins du peintre Ivan Pokitonow. Collection de Madame E. de W. et Monsieur B. Wulfert-Pokitonow [...], Liège, Salle des Chiroux, 17 November 1925, no. 10, purchase sum 4,200 Fr.

Purchased from the above sale for the Thonon collection, Liège, Belgium

Thence by descent to a private collection

#### Literature

Auction catalogue Catalogue des Tableaux, études, Dessins du peintre Ivan Pokitonow. Collection de Madame E. de W. et Monsieur B. Wulfert-Pokitonow [...], Liège, Salle des Chiroux, 17 November 1925, 'Soir après l'orage (La Panne - 1898)', no. 10, number 111 in the artist's handlist

Olivier Bertrand, *Ivan Pokhitonov, Catalogue Raisonné, Volume 1*, Belart International Editions, Luxembourg, 2015, no. 'M 43', illustrated p. 104

#### 19

#### IVAN PAVLOVICH POKHITONOV (1850-1923)

'Modèle couché dans le sable, petite étude (La Panne, 1920)' signed 'I Pokitonow' (lower right) oil on panel 5.6 x 9.2cm (2 3/16 x 3 5/8in).

£8,000 - 12,000 US\$10,000 - 16,000 €9,200 - 14,000

#### Provenance

Estate of Eugénie von Wulfert and Boris Wulfert Pokhitonov

Auction Catalogue des Tableaux, études, Dessins du peintre Ivan Pokitonow. Collection de Madame E. de W. et Monsieur B. Wulfert-Pokitonow [...], Liège, Salle des Chiroux, 17 November 1925, no. 35, purchase sum 400 Fr.

Purchased from the above sale for the Thonon collection, Liège, Belgium

Thence by descent to a private collection

#### Literature

Auction catalogue Catalogue des Tableaux, études, Dessins du peintre Ivan Pokitonow. Collection de Madame E. de W. et Monsieur B. Wulfert-Pokitonow [...], Liège, Salle des Chiroux, 17 November 1925, 'Modèle couché dans le sable, petite étude (La Panne - 1920)', no. 35, number 414 in the artist's handlist

Olivier Bertrand, *Ivan Pokhitonov, Catalogue Raisonné, Volume 1*, Belart International Editions, Luxembourg, 2015, no. 'M 121', illustrated p. 148





#### 21

#### **IVAN PAVLOVICH POKHITONOV (1850-1923)**

'Etude d'après Corot. Baigneuses au bord de la Marne (Paris, 1900)' inscribed with number '477' (verso) oil on panel

15.2 x 35cm (6 x 13 3/4in).

£70,000 - 100,000 US\$91,000 - 130,000 €81,000 - 120,000

#### Provenance

Estate of Eugénie von Wulfert and Boris Wulfert Pokhitonov Auction Catalogue des Tableaux, études, Dessins du peintre Ivan Pokitonow. Collection de Madame E. de W. et Monsieur B. Wulfert-Pokitonow [...], Liège, Salle des Chiroux, 17 November 1925, no. 32, purchase sum 850 Fr.

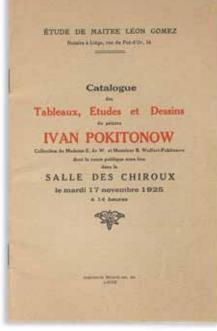
Purchased from the above sale for the Thonon collection, Liège, Belgium

Thence by descent to a private collection

#### Literature

Auction catalogue Catalogue des Tableaux, études, Dessins du peintre Ivan Pokitonow. Collection de Madame E. de W. et Monsieur B. Wulfert-Pokitonow [...], Liège, Salle des Chiroux, 17 November 1925, 'Etude d'après baigneuses au bord de la Marne, non signée (Paris -1900)', no. 32, number 477 in the artist's handlist Olivier Bertrand, Ivan Pokhitonov, Catalogue Raisonné, Volume 1,

Belart International Editions, Luxembourg, 2015, no. 'D 13', illustrated p. 235



Auction catalogue Catalogue des Tableaux, études, Dessins du peintre Ivan Pokitonow. Collection de Madame E. de W. et Monsieur B. Wulfert-Pokitonow [...], Liège, Salle des Chiroux, 17 November 1925

#### PROPERTY FROM A PRIVATE COLLECTION, FLORIDA

22\*

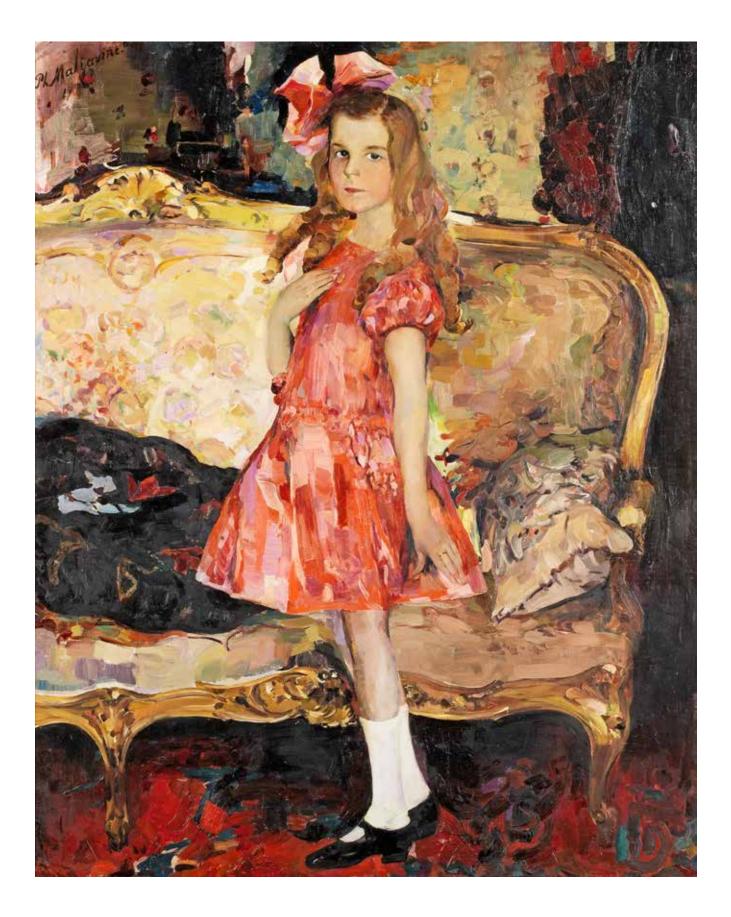
#### PHILIP ANDREEVICH MALIAVIN (1869-1940)

Portrait of a young girl in a pink dress signed in Latin and indistinctly dated (upper left) oil on canvas 163 x 130.5cm (64 3/16 x 51 3/8in).

£300,000 - 500,000 US\$390,000 - 650,000 €350,000 - 580,000

#### Provenance

Acquired by the present collector in the USA, circa 1960s



The inimitable style of Philip Maliavin, who was highly influenced by impressionism, expressionism and the new trends of modernism, is apparent not only in his paintings of "Babas" - peasant women - but also in his more formal portraits. Famous for his prolific drawings and paintings glorifying rural womenfolk, Maliavin was also an adherent of the portrait genre. Employing his own particular brand of creativity, he skilfully and truthfully sculpted the likenesses of his contemporaries, painting not only peasant girls, but also members of the imperial family, the great and the good of Europe, the intelligentsia, artists and the political elite.

The son of a peasant, Maliavin studied in Ilya Repin's studio at the Imperial Academy of Arts in St. Petersburg, at first imitating his professor's style but very quickly embarking on a search to resolve the problems of how to express peasant themes through the use of bold and rich colour. His ground-breaking painting 'Laughter' (1900) rejected by the Committee of Professors of the Academy eventually secured Maliavin recognition and a gold medal at the Paris World Exhibition. This painting marked the beginning of the evolution of Maliavin's style – a definitive departure from the outdated academic prescription. The abstract, dynamic colourisation, complementary colours and large format was the artist's innovative hallmark. The next logical step for the artist was to participate in the 1906 exhibition of the association of the "World of Art", at which his painting *Whirlwind* was shown, and the impact of this work is vividly described in Mikhail Nesterov's letter to E.A. Prakhova:

"The veritable talent of this son of the earth perhaps has no equal among all the rest which has emerged since the foundation of the Academy of Arts and the arrival of our style of art. His "artistic" sensibilities are so subtle, new and bright and so unexpectedly brave that I, still - although not old in artistic terms - feel that we belong to an outdated "era" (it is both painful and joyful) "(M V. Nesterov to E. A. Prakhova, St. Petersburg, November 7, 1899, Archive *E. A. Prahova,* Kiev).

Despite the fact that the offered lot, *Portrait of a girl in a pink dress* belongs to a later period of the artist's work and was executed in emigration, it is clear that Maliavin continues to address the same stylistic challenges which preoccupied him at the beginning of the 1900s.

In 1922, Maliavin left Russia to participate in a travelling exhibition of his work. After exhibiting in Germany and Italy, the artist settled in Paris among a circle of artists familiar to him. Maliavin's experiments in colour and chiaroscuro, his efforts to divest form of colour and to evolve its expression brought his stylistic development closer to the international artistic trends of the time. Subsequently he was propelled into the limelight during this period of emigration. His exhibitions were well received by the public and helped to grow the number of private commissions he garnered.

The extensive geography of the countries in which the artist worked in the 20s and 30s (Belgium, UK, Italy, USA, France, Czechoslovakia, Yugoslavia, Norway, etc.) serves to emphasis the success of Maliavin in the field of salon portraiture of aristocratic families and the gentry.

Maliavin's formal portraits, including the offered lot in which the style of John Singer Sargent resonates, are distinguished by an subtle understanding of colour and a broad, confident and energetic brushstroke, complemented by a detailed study of the sitter's face rendered in a large format.



Philip Maliavin, *Portrait of Alexandra Balashova*, (1924), Collection of Tatiana and Georgy Khatsenkov (Monaco)

In Portrait of a girl in a pink dress which was most probably commissioned by one of Europe's aristocratic families, the artist reveals himself to be an excellent colourist, subtly conveying a palette of warm red and pink hues. Maliavin successfully creates a picturesque mosaic on canvas: the bright colour planes - connected by the large and textured brushstroke of the master - take on the form of dynamic, all-embracing masses of colour. The richness of the colour, combined with the shade, dominates the spatial composition: the girl's figure does not stand against the background, but rather merges with it. At the same time, her knowing and rather adult face contrasts with her coquettish pose and childish hairstyle and her piercing gaze dominates the portrait. The entire background, including the clothing and bow of the child become subordinate to an overwhelmingly adult impression. The dynamism of the blend of these colourful masses appears to be balanced by the "restraint" of the depiction of the sitter. The technique used by the artist to concentrate attention on the face, combined with the "incompleteness" of the background, brings the portrait closer to the aesthetics of modernity. Just as with Maliavin's 'Babas' - where the focal point of the painting becomes the enthralling, eye-catching gaze of the women - in the offered portrait, all the activity of the composition is concentrated on the immovable face and soulful look of the girl. Stylistically, the offered lot is closest to Maliavin's portraits of M. Balashova (1924) and the singer N. Plevitskaya (1929).

The artistic voyage of discovery which the artist embarked upon with the peasant theme, preoccupied him until the end of his life and even influenced the mode of expression of his other work, such as his formal portraits, of which the offered lot represents a rare appearance on the auction market. Неповторимый стиль Филиппа Малявина, испытавшего влияние импрессионизма, экспрессионизма, модерна и некоторых других стилей рубежа XX века, проявляется не только в его эталонных работах, изображающих «русских баб», но и в более редких парадных портретах. Прославившийся яркими рисунками и живописными работами, посвящёнными крестьянскому сословию и деревенской жизни, Малявин довольно часто обращался и к портретному жанру. На протяжении своего творческого пути художник создал запоминающуюся галлерею образов своих современников; его кисти принадлежат не только портреты простых людей, но и представителей русской аристократии, ученых и художников, интеллигенции, а также влиятельных меценатов и политической элиты Европы.

Сын крестьянина, обучавшийся в мастерской Ильи Репина при Императорской Академии художеств в Санкт-Петербурге, Малявин некоторое время следовал манере учителя, однако быстро перешел к индивидуальным поискам самобытных сюжетов и особой живописной выразительности через экспрессию и насыщенный цвет. Новаторская работа Смех (1900 г.), отклоненная Советом профессоров Академии за бессодержательность, в итоге принесла Малявину славу и золотую медаль на Всемирной Парижской выставке. Эта картина явилась отправным пунктом эволюции неповторимого стиля Малявина, бросившего вызов устаревающей академической системе. Бессюжетность, динамичная экспрессивная манера, богатый переливающимися оттенками колорит и крупный формат стали отличительными чертами наиболее успешных полотен художника и определили восприятие его работ как исключительно оригинальных и новаторских. Логичным продолжением стало участие художника в 1906 году в выставке объединения «Мир искусства», на которой была продемонстрирована картина Вихрь (1905 г.). Наиболее точно формирование художника описано в письме М.В. Нестерова: «Непосредственное дарование этого сына земли, быть может, не имеет себе равного среди всего, что прошло с основания Академии художеств, с появлением у нас искусства. Его «художественные» ощущения до того тонки, новы и ярки, до того неожиданно смелы, что я, еще не старый в художестве вообще, чувствую, слушая его, что мы уже отжившая «эпоха» (это и больно и радостно)» (М. В. Нестеров — Е. А. Праховой, Санкт-Петербург, 7 ноября 1899 г., Архив Н. А. Прахова, Киев). Представленный на аукцион Портрет девочки в розовом платье относится к более позднему периоду в творчестве художника и был написан уже в эмиграции предположительно около 1923 года, и в нем очевидны продолжающиеся творческие поиски решения стилистических проблем и задач, поставленных Малявиным еще в начале 1900-х гг.

В 1922 году Малявин покидает Россию для участия в передвижной выставке своих произведений. После посещения Германии и Италии, художник обосновывается в Париже, окруженный знакомыми художниками и вдохновленный художественной атмосферой французской столицы. Характерные для этого периода эксперименты Малявина с колоритом, светотенью, освобождения цвета от догмата формы и усиления его экспрессии и значимости, сближают его творческие поиски с главными международными художественными процессами. Художник пользуется значительной популярностью, отмечен благосклонным вниманием критики и публики, активно участвует в выставочной деятельности и получает большое количество частных заказов.

Обширный список стран, в которых работал художник в 20-е и 30-е годы (Бельгия, Великобритания, Италия, США, Франция, Чехословакия, Югославия, Норвегия и т.д.) и большое количество частных заказов свидетельствуют о его популярности как мастера парадного портрета и его растущей известности среди состоятельных и аристократических семей. Парадные женские и детские портреты Малявина, подчас созвучные портретным живописным симфониям Джона Сарджента, отличает тонкое понимание колорита, свободный энергичный мазок, детальная проработка лица модели и зачастую крупный формат.

В Портрете девочки в розовом платье, написанном, скорее всего, по заказу одной из европейских аристократических семей, художник выступает прекрасным колористом, тонко передающим палитру теплых красно-розовых оттенков. Малявин мастерски создает живописную мозаику на холсте: яркие цветовые плоскости, соединенные крупным и фактурным мазком, приобретают вид динамичных, маштабных колористических масс. Богатство красок и оттенков доминирует и над пространственным решением: фигура девочки не противостоит фону, а будто сливается с ним. При этом не по-возрасту серьезное выражение лица, ее внимательный взгляд, противопоставленные кокетливой позе и девической прическе юной портретируемой, становятся доминантой портрета. Подвижность и энергичность мазка и пульсирующее сочетание красочных масс уравновешивается «сдержанностью» в выражении лица изображенной девочки. Использованный художником прием концентрации внимания на лице при видимой декоративности и «непроработанности» фона сближает портрет Малявина с эстетикой модерна. Так же, как и в «малявинских бабах», где эпицентром активного цветового движения становится увлекающий, приковывающий внимание взгляд женщин, в представленном портрете центр композиции концентрируется на спокойном лице и уравновешенном, уверенном взгляде юной хозяйки элегантного салона. Стилистически портрет девочки наиболее близок портретам актрисы М. Балашовой (1924) и певицы Н. Плевицкой (1929). Художественные поиски, которые художник обозначил и разрабатывал в крестьянской теме, не покидавшей его до конца жизни, параллельно существовали и находили свое выражение в парадном портрете эмиграционного периода, образцы которого крайне редко появляются на международных аукционах.



signature



#### VARIOUS PROPERTIES

23

NATALIA SERGEEVNA GONCHAROVA (1881-1962) Dancers pencil on paper 42 x 30.5cm (16 9/16 x 12in).

£2,500 - 3,500 US\$3,200 - 4,500 €2,900 - 4,000

Provenance

Gifted by Alexandra Tomilina-Larionova to the present owner, circa 1970

23

#### 24<sup>AR</sup> ALEXANDRE BENOIS (1870-1960)

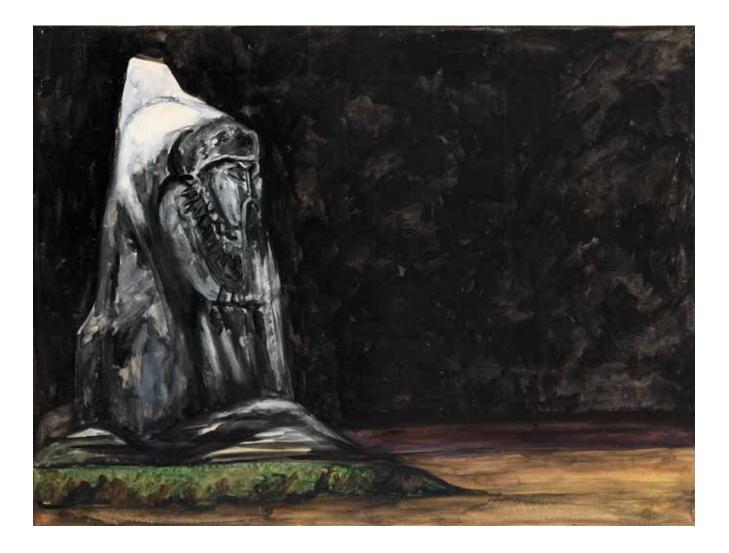
The Kunstkammer in St. Petersburg inscribed in Cyrillic (verso) watercolour over pencil on paper  $34 \times 46.5 \text{cm}$  (13 3/8 x 18 5/16in).

£1,500 - 2,000 US\$1,900 - 2,600 €1,700 - 2,300

#### Provenance

Acquired by the present owner at Sotheby's, 29 November 2011, lot 801





#### 25 NATALIA SERGEEVNA GONCHAROVA (1881-1962)

'Scene with idol', stage design on an eastern theme for a composition by Borodin, end 1930s signed and inscribed (verso) gouache and graphite pencil on card  $47 \times 62cm$  (18 1/2 x 24 7/16in).

£6,000 - 8,000 US\$7,800 - 10,000 €6,900 - 9,200

The offered lot is sold with a Tretyakov Gallery expertise, May 2012, signed E.A. Ilyukhina.





27 (one out of three)

#### 26

#### **KONSTANTIN ALEXEEVICH KOROVIN (1861-1939)**

A scenic sketch for *The Little Humpbacked Horse* signed in Latin (lower left) oil on board 12 x 22cm (4 3/4 x 8 11/16in).

£3,000 - 4,000 US\$3,900 - 5,200 €3,500 - 4,600

Provenance Bretforton Theatre Room

#### 27 SERGEI YUR'EVICH SUDEIKIN (1883-1946)

Three costume designs for the ballet *Sleeping Beauty*: The White Cat and two Fairies
each signed in Latin
pencil, watercolour and gouache on paper *each:* 31.5 x 22.5 cm (12 3/8 x 8 7/8 in).
(3)

£5,000 - 7,000 US\$6,500 - 9,100 €5,800 - 8,100

**Provenance** Bretforton Theatre Room

#### SERGEI YUR'EVICH SUDEIKIN (1883-1946)

Four costume designs for the ballet *Sleeping Beauty*: Puss-in-Boots, two *Fairies* and a *Duchess* each signed in Latin pencil, watercolour and gouache on paper each: 31.5 x 22.5 cm (12 3/8 x 8 7/8 in).
(4)

£6,000 - 8,000 US\$7,800 - 10,000 €6,900 - 9,200

**Provenance** Bretforton Theatre Room



#### SERGEI YUR'EVICH SUDEIKIN (1883-1946)

Three costume designs for the ballet *Sleeping Beauty*: the Ogre and two Fairies each signed in Latin pencil, watercolour and gouache on paper *each: 31.5 x 22.5 cm (12 3/8 x 8 7/8 in).* (3)

£5,000 - 7,000 US\$6,500 - 9,100 €5,800 - 8,100

Provenance Bretforton Theatre Room



28 (one out of four)



29 (one out of three)



30 (one out of three)



### 30

#### SERGEI YUR'EVICH SUDEIKIN (1883-1946)

Three costume designs for the ballet *Sleeping Beauty*: The Grey Wolf, Prince Charming and the Duchess each signed in Latin pencil, watercolour and gouache on paper *each*: *31.5 x 22.5 cm (12 3/8 x 8 7/8 in).* (3)

£5,000 - 7,000 US\$6,500 - 9,100 €5,800 - 8,100

**Provenance** Bretforton Theatre Room

#### 31 SERGEI YUR'EVICH SUDEIKIN (1883-1946) Three costume designs for the ballet Sleeping B

Three costume designs for the ballet *Sleeping Beauty*: Bluebird, Cinderella and the Countess each signed in Latin pencil, watercolour and gouache on paper *each: 31.5 x 22.5 cm (12 3/8 x 8 7/8 in).* (3)

£5,000 - 7,000 US\$6,500 - 9,100 €5,800 - 8,100

**Provenance** Bretforton Theatre Room

32 | BONHAMS

#### SERGEI YUR'EVICH SUDEIKIN (1883-1946)

Three costume designs for the ballet *Sleeping Beauty*: Carabosse, Fairy and another
each signed in Latin
pencil, watercolour and gouache on paper *each:* 31.5 x 22.5 cm (12 3/8 x 8 7/8 in).
(3)

£5,000 - 7,000 US\$6,500 - 9,100 €5,800 - 8,100

**Provenance** Bretforton Theatre Room

#### 33

#### SERGEI YUR'EVICH SUDEIKIN (1883-1946)

Three costume designs for the ballet *The Fairy Doll* each signed in Latin pencil, watercolour and gouache on paper *each: 31.5 x 22.5 cm (12 3/8 x 8 7/8 in).* (3)

£5,000 - 7,000 US\$6,500 - 9,100 €5,800 - 8,100

**Provenance** Bretforton Theatre Room



32 (one out of three)



33 (one out of three)



#### A COLLECTION OF BALLETS RUSSES-RELATED PRINTED MATERIAL: BOOKS, PROGRAMMES, AUCTION AND EXHIBITION CATALOGUES

including: *The Story of Léon Bakst's Life* by André Levinson; a souvenir catalogue from the memorial exhibition of the Russian Ballet, The Claridge Gallery, 1930 and *Diaghilev* by Arnold Haskell, London, 1936

£1,000 - 1,500 US\$1,300 - 1,900 €1,200 - 1,700

Provenance Bretforton Theatre Room

#### 35 BAKST, LÉON (1887-1933)

The Designs of Léon Bakst for The Sleeping Princess. A Ballet in Five Acts after Perrault. Music by Tchaikovsky. Preface by André Levinson. London: Benn Brothers, 1923. 2° (395 x 300mm). Portrait by Picasso and 53 of 54 mounted colour plates by Bakst (plate 43 lacking). Blue cloth bound over calfskin, top edge gilt (lacking slip case)

LIMITED EDITION, number 18 of 1,000 copies. The work was printed and made in Great Britain and the colour plates were printed in France.

£1,000 - 1,500 US\$1,300 - 1,900 €1,200 - 1,700

**Provenance** Bretforton Theatre Room

#### 36 BAKST, LÉON (1887-1933)

ALEXANDRE (ARSÈNE) AND JEAN COCTEAU. The Decorative Art of Léon Bakst portrait frontispiece and 77 tipped-in plates (50 colour), publisher's half vellum gilt over marbled boards, t.e.g., soiled, short split to upper edge of spine, folio (400 X 270mm.), Fine Art Society, 1913

£1,000 - 1,500 US\$1,300 - 1,900 €1,200 - 1,700

#### Provenance

Bretforton Theatre Room

"With the greatest economy of means he [Bakst] obtains the greatest sum of effect, and thus he realises an "orchestration" of colour in unison with the true colour of music..." (Preface). The colour plates depict Bakst's iconic costume designs (several made for Nijinsky) and several stage sets. Cocteau provided the notes on the ballets the designs were created for.





38

#### VARIOUS PROPERTIES

37\*

#### **KONSTANTIN ALEXEEVICH KOROVIN (1861-1939)**

Stage design, apparently for the *Golden Cockerel* signed in Latin (lower left) pencil, watercolour, white wash on board laid on card  $27 \times 38 cm (11 \times 15 in)$ .

£8,000 - 12,000 US\$10,000 - 16,000 €9,200 - 14,000

Provenance Private collection, Florida

#### 38

#### NATALIA SERGEEVNA GONCHAROVA (1881-1962)

Set design with columns stamped in Latin 'LF' (lower right); further numbered 'MLF220' (verso) watercolour over pencil on paper 47 x 64.5cm (18 1/2 x 25 3/8in).

£3,000 - 4,000 US\$3,900 - 5,200 €3,500 - 4,600

#### Provenance

Lefebvre-Foinet Collection (according to stamp on front) Acquired by the present owner at Sotheby's, 1 December 2015, lot 230

This set design was probably for the ballet *Vision Antique*, which Goncharova worked on in the early 1940s and which was staged by Boris Kniaseff's company at the Marigny Theatre in Paris during the German occupation.

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



#### 39 GEORGIY ALEXANDROVICH LAPCHINE

(1885-1950) Winter sleigh signed in Latin and dated '27' (lower left) oil on canvas 80 x 100cm (31 1/2 x 39 3/8in).

£6,000 - 8,000 US\$7,800 - 10,000 €6,900 - 9,200

Provenance

A gift of the artist to the grandparents of the present owner in France

39



## 40<sup>AR</sup>

ALEXEI ISUPOV (1889-1957) Feeding the horses signed in Latin (lower right) oil on canvas 70 x 100cm (27 9/16 x 39 3/8in). unframed

£5,000 - 7,000 US\$6,500 - 9,100 €5,800 - 8,100

Provenance Private collection, Italy

40

#### 41 OLGA SACHAROFF (1889-1967) Motherhood signed in Latin (lower left)

signed in Latin (lower left) oil on canvas *114 x 145cm (44 7/8 x 57 1/16in).* unframed

£6,000 - 8,000 US\$7,800 - 10,000 €6,900 - 9,200

#### Provenance

42\*

RUSSIAN SCHOOL Italian landscape

Ivanov. Italian landscape'

40.6 x 64.1cm (16 x 25 1/4in).

Private American collection

Предположительно, данная работа принадлежит кисти Антона Ивановича Иванова – Голубова (1818-1863), крепостного

русского художника, отданного в обучение в иконописную мастерскую братьев Чернецовых. По ходатайству графа Федора Толстого и с помощью Чернецовых, молодой художник был отпущен на волю, и вскоре поступил в качестве вольнослушателя в Академию Художеств. В 1846 году во время путешествия в Италию с братьями Чернецовыми и вопреки указу Николая I о возвращении в Россию в 1848 году после начала революционных событий в Европе, он остается в Италии навсегда. Кроме руссских пейзажей, он был известен романтическими видами Италии. По сохранившейся легенде произвище «Голубой» за художником закрепилось из-за его любви к жилетам модного голубого цвета.

oil on canvas

£4,000 - 6,000 US\$5,200 - 7,800 €4,600 - 6,900

Provenance

V. Piera Gallery, Barcelona, according to stamp on verso Private collection, UK

apparently unsigned; stretcher with a later label inscribed in Cyrillic 'N. 3786 Anton



41



42

For details of the charges payable in addition to the final Hammer Price of each Lot

please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

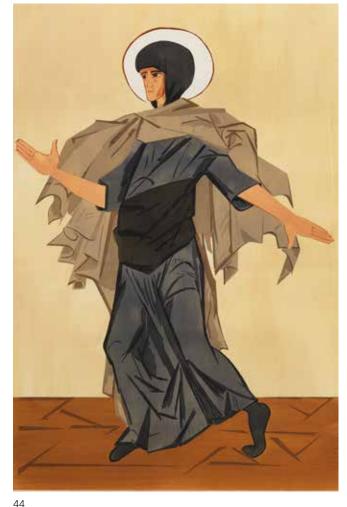
#### 43**\*** LEON BAKST (1866-1924)

Costume design from a production of Scheherezade signed in Latin (lower right) pencil, watercolour, gouache with silver pigment on paper laid on board 33.2 x 15.5cm (13 1/16 x 6 1/8in).

£5,000 - 7,000 US\$6,500 - 9,100 €5,800 - 8,100

Provenance

Acquired by the present owner at Sotheby's, 31 May 2006, lot 131





#### 44 NATALIA SERGEEVNA GONCHAROVA (1881-1962)

St. Anne; a costume design for Leonide Massine's Ballet-Mysteria Liturgie signed and numbered '58'; further signed, inscribed and numbered (verso) pochoir with gouache on paper 61.5 x 40.5cm (24 3/16 x 15 15/16in).

£3,000 - 5,000 US\$3,900 - 6,500 €3,500 - 5,800

#### Provenance

Acquired directly from the artist's studio by Yvette Moch Collection of Yvette Moch Acquired from the above by the present owner

## Exhibited

Newcastle upon Tyne, Hatton Gallery, Gontcharova and the Russian Folk Art Trandition, 19 October - 26 November 1996 London, Julian Barran Gallery, Gontcharova and Russian Ballet, 11 June - 8 August 1997

#### Literature

Natalia Gontcharova, exhibition catalogue, London, Julian Barran Ltd, 1997, no. 9, illustrated and listed

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

#### 45<sup>\* AR</sup> MARC CHAGALL (1887-1985)

Gendarmes Russes signed in Latin and dated '1908' (lower left) pen, India ink and pencil on paper 18.1 x 17.8cm (7 1/8 x 7in).

£8,000 - 12,000 US\$10,000 - 16,000 €9,200 - 14,000

#### Provenance

Acquired by the present collector at Christie's, London, 8 February 2007, lot 568

The present lot is offered with an expertise letter from the Comité Marc Chagall, no. 2010062, dated 8 October 2010.



45

#### 46<sup>\*</sup> BORIS CHALIAPIN (1904-1979)

#### A group of four works

comprising: portrait of a young woman wearing red lipstick (pencil, watercolour, gouache on artist board); sketch of a woman in black leotard (oil on canvas); drawing of two women in evening gowns (pencil and watercolour on board, signed in Latin on lower right); portrait of a woman in red jacket (oil on canvas) one signed all unframed

(4)

#### £2,000 - 4,000 US\$2,600 - 5,200 €2,300 - 4,600

Portrait of a woman wearing red lipstick: 55.8cm (22 x 15in) Sketch of a woman in black leotard: 53.3 x 40.6cm (21 x 16in) Two women in evening gowns: 50.8 x 37.8cm (20 x 14 7/8in) Portrait of a woman in red jacket: 71.1 x 55.9cm (28 x 22in)

#### Provenance

Estate of Helcia Chaliapin, Massachusetts Thence by descent



46 (one out of four)



## BORIS CHALIAPIN (1904-1979)

A pair of landscapes both depicting a meadow at the foot of a mountain at different times of day both signed in Latin and dated '1953' (lower right) pencil, watercolour on artist board *38.1 x 20.6cm (15 x 8 1/8in).* (2)

£1,500 - 2,500 US\$1,900 - 3,200 €1,700 - 2,900

**Provenance** Estate of Helcia Chaliapin, Massachusetts Thence by descent





48 (one out of five)

48\* BORIS CHALIAPIN (1904-1979) A group of five erotic sketches

pencil, ink on paper *largest: 27.3 x 35.6cm (10 3/4 x 14in).* unframed (5)

£2,500 - 4,500 US\$3,200 - 5,800 €2,900 - 5,200

Provenance

Estate of Helcia Chaliapin, Massachusetts Thence by descent

#### BORIS CHALIAPIN (1904-1979)

#### A group of five portraits

comprising: a drawing of a young woman with short hair (pencil on artist board), signed in Latin and dated '1959' (lower right); a drawing of an older woman (pencil on artist board), signed in Latin and dated '1957' (lower right); a small self portrait of the artist, (pencil on paper), signed in Latin, dated '1961' with dedication from the artist (lower left); a self portrait of the artist in a mirror (gouache on artist board), unsigned; and a drawing of a smiling boy (pencil on artist board), signed in Latin and dated '1942' (lower left); (5) 3 unframed

#### £4,000 - 6,000 US\$5,200 - 7,800 €4,600 - 6,900

Drawing of a young woman with short hair: 55.8 x 38cm (22 x 15in)

Drawing of a woman:  $55.8 \times 38$ cm ( $22 \times 15$ in) Self portrait in pencil:  $24.7 \times 17.5$ cm ( $93/4 \times 7$ in) Self portrait in the mirror:  $50.8 \times 41.9$ cm ( $20 \times 16 \times 1/2$ in) Portrait of a smiling boy:  $46.9 \times 38$ cm ( $18 \times 1/2 \times 15$ in)

#### Provenance

Estate of Helcia Chaliapi, Massachusetts Thence by descent



49 (one out of five)

## 50\* CONSTANTIN TERECHKOVITCH (1902-1978)

Buste de danseuse signed in Latin and dated '45' (upper right) oil on paper mounted on canvas  $81 \times 67cm$  (31 7/8 x 26 3/8in).

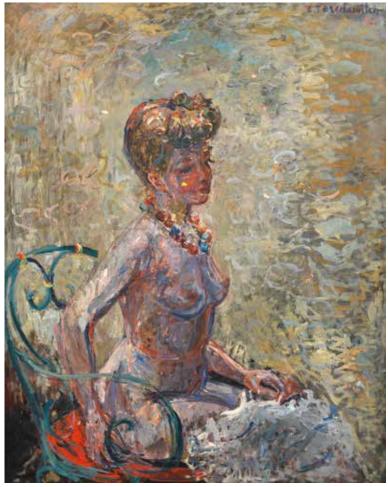
£7,000 - 9,000 US\$9,100 - 12,000 €8,100 - 10,000

#### Provenance

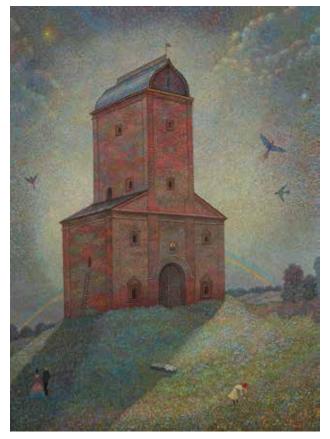
Remate Castells, Montevideo, Uruguay, 2015, lot 76 Acquired from the above by the present owner

#### Exhibited

Paris, Charpentier gallery, *Expositions de Nudo Francés*, 1945, listed no. 10







## 51<sup>AR</sup>

#### ALEXEI ISUPOV (1889-1957)

Changing the wheel signed in Latin (lower right) oil on canvas 70 x 100cm (27 9/16 x 39 3/8in). unframed

£5,000 - 7,000 US\$6,500 - 9,100 €5,800 - 8,100

**Provenance** Private collection, Italy

#### 52\*

ATTRIBUTED TO ALEXANDER KHARITONOV (1932-1993) Cathedral oil on canvas 59.6cm x 44.5cm (23 1/2 x 17 1/2in).

£3,000 - 5,000 US\$3,900 - 6,500 €3,500 - 5,800

#### Provenance

Leslie Hindman Auctioneers, 12 September 2010, lot 318 Acquired from the above by a private American collector, San Diego



#### 53 DMITRI NALBANDIAN (1906-1993) Still life with jasmine signed in Cyrillic (lower right) oil on canvas

oil on canvas 98.6 x 69cm (38 13/16 x 27 3/16in).

£15,000 - 20,000 US\$19,000 - 26,000 €17,000 - 23,000

**Provenance** Private collection, Italy

#### 54 EKATERINA KACHURA-FALILEEVA (1886-1948) 'Mercato'

signed in Latin (lower right); further signed, titled and indistinctly inscribed (verso) oil on canvas  $72.5 \times 62cm$  (28 9/16 x 24 7/16in).

£6,000 - 8,000 US\$7,800 - 10,000 €6,900 - 9,200





#### 55 ALEXEY KONSTANTINOVICH KOROVIN

**(1897-1950)** Still life with lilac and fruits signed in Latin and dated '1940' gouache on board 41.5 x 56.5cm (16 5/16 x 22 1/4in).

£2,500 - 3,500 US\$3,200 - 4,500 €2,900 - 4,000

56 No lot

55



#### 57 ALEKSANDR EVGEN'EVICH YAKOVLEV

**(1887-1938)** Mexican peasants and century plants signed, dated and titled in Latin (lower left) tempera on paper *24.5 x 34cm (9 5/8 x 13 3/8in).* 

£2,000 - 4,000 US\$2,600 - 5,200 €2,300 - 4,600

Provenance Acquired at Bonhams, 30 May 2012, lot 106

Private collection, UK

## Exhibited

Cambridge, Massachusetts, Gropper Art Gallery, *Alexandre lacovleff: An Exhibition of Fifty Paintings and Drawings*, May - June 1972

57

58 **PETR TARASOVICH MALTSEV** (1907-1993) 'Labour'; the production line at the Stalin Automobile Plant oil on board 42.5 x 63cm (16 3/4 x 24 13/16in).

£3,000 - 5,000 US\$3,900 - 6,500 €3,500 - 5,800



58

#### 58A **PETR TARASOVICH MALTSEV (1907-1993)** 'Sailor', a study oil on canvas *43 x 34cm (16 15/16 x 13 3/8in).*

£1,500 - 2,000 US\$1,900 - 2,600 €1,700 - 2,300

#### 59\* SOLOMON BORISOVICH NIKRITIN (1898-1965) 'Square in Moscow'

inscribed with artist's name, title and date '1963' (verso) oil on board 33 x 45cm (13 x 17 1/2in). unframed

£4,000 - 6,000 US\$5,200 - 7,800 €4,600 - 6,900

## Provenance

Collection of Tatiana Frenkel, relative of the artist, USA Thence by descent to Lucy Frenkel, USA Acquired by the present private collector from the above, November 2018

Exhibited Moscow, Solomon Nikritin, 1898 – 1965, 1969

#### Literature

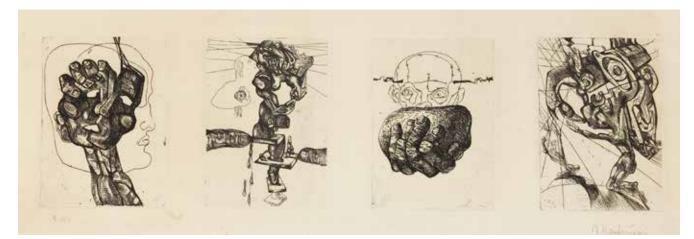
V. Kostin, Solomon Nikritin, 1898 – 1965. Exhibition of works. Paintings and works on paper, Exhibition catalogue, Moscow, Sovetskii Khudozhnik, 1969, listed p. 23 as 'Square in Moscow'



58A



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



60 (one out of forty four)



## ERNST NEIZVESTNY (1926-2016)

A selection of etchings of the 'Inferno' from Dante's *Divine* Comedy

forty-four sheets of etchings, some sheets with a series of plates, total of 67 scenes

a number signed and dated in the plate, a variety further signed, numbered and inscribed in Cyrillic, some marked 'EA' for *epreuve d'artiste* (44)

£10,000 - 12,000 US\$13,000 - 16,000 €12,000 - 14,000

**Provenance** Acquired from a friend of the artist by the present owner

### **PROPERTY FROM AN ESTATE, CALIFORNIA**

## 61\*

60

## MIKHAIL CHEMIAKIN (BORN 1943)

'Elf', 1980 signed and dated '1980' (lower right); further signed, inscribed with title and dates (verso) oil on canvas  $106 \times 81cm$  (41 3/4 x 32in ).

£6,000 - 8,000 US\$7,800 - 10,000 €6,900 - 9,200

#### VARIOUS PROPERTIES

62

#### **YURI PAVLOVICH ANNENKOV (1889-1974)** 'Les Bouchons' signed in Cyrillic and dated '1922' (lower right) mixed media and collage on paper *27.3 x 20.5cm (10 3/4 x 8 1/16in).*

£15,000 - 20,000 US\$19,000 - 26,000 €17,000 - 23,000

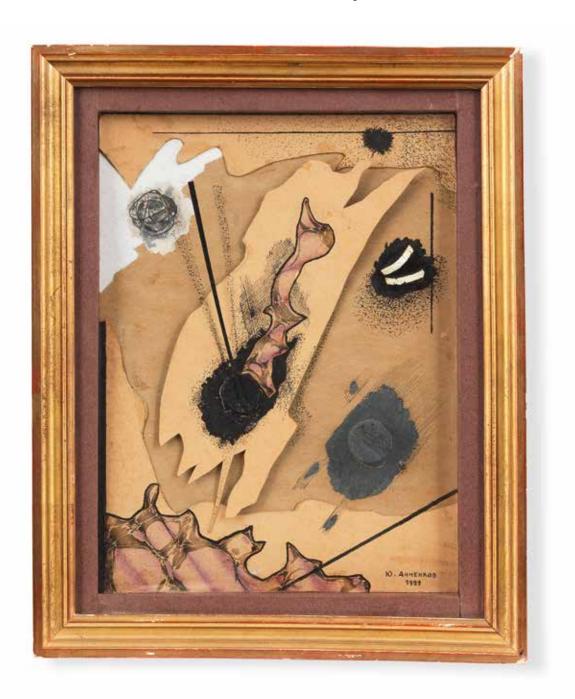
#### Provenance

Galerie Artina, Paris Private collection, New York (acquired from the above in 1971)

#### Literature

Vladimir Hofmann, Yuri Annenkov. Russian period. French period, Moscow, 2016, illustrated p. 263

This work was authenticated by the artist on 31 December 1970. Although signed and dated '1922', Vladimir Hofmann, who has provided a certificate of authenticity, has stated that - like all Annenkov's collages - this was executed in the 1960s.







64

## 63**\***

## ERNST NEIZVESTNY (1926-2016)

Exploding head signed in Latin (lower right) acrylic on canvas 109.8 x 173.4cm (43 3/4 x 68 1/4in).

£10,000 - 15,000 US\$13,000 - 19,000 €12,000 - 17,000

#### Provenance

Acquired by an American private collector at Eduard Nakhamkin Fine Arts gallery, New York, early 1990s Thence by descent

#### Literature

Erik Egeland, *Ernst Neizvestnyi: Life and Work*, Mosaic Press, 1984, illustrated p. 15

## 64

#### **EVGENY RUKHIN (1943-1976)**

Untitled signed in Cyrillic and dated '1975' (lower right) mixed media on canvas 68 x 65cm (26 3/4 x 25 9/16in).

£4,000 - 6,000 US\$5,200 - 7,800 €4,600 - 6,900

#### Provenance

Acquired by the present owner directly from the artist Private collection, Rome

#### 65 ERNST NEIZVESTNY (1926-2016)

A group of 14 drawings variously signed and dated, the dates ranging from 1971-1978 mixed media, variously on paper and card *various sizes, largest 98 x 68cm (38 9/16 x 26 3/4in)* unframed (14)

£15,000 - 20,000 US\$19,000 - 26,000 €17,000 - 23,000

#### Provenance

Acquired from a friend of the artist by the present owner



65 (one out of fourteen)



Three forest scenes two signed and dated '1988'; first in Cyrillic in front and verso, second on verso watercolour on paper each:  $45 \times 66 (26 \times 17 \ 11/16 \ in)$ . (3)

£2,000 - 2,500 US\$2,600 - 3,200 €2,300 - 2,900

#### Provenance

Acquired by Igor Golomstock (1929 - 2017) Thence by descent

Igor Golomstock was a London-based Russian art historian. He was the author of several books about Western artists like Pablo Picasso, Hieronymus Bosch, Paul Cézanne, Hans Holbein and Damien Hirst.He was best-known for Totalitarian Art, first published in 1990 and republished in 2011.



66 (one out of three)

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

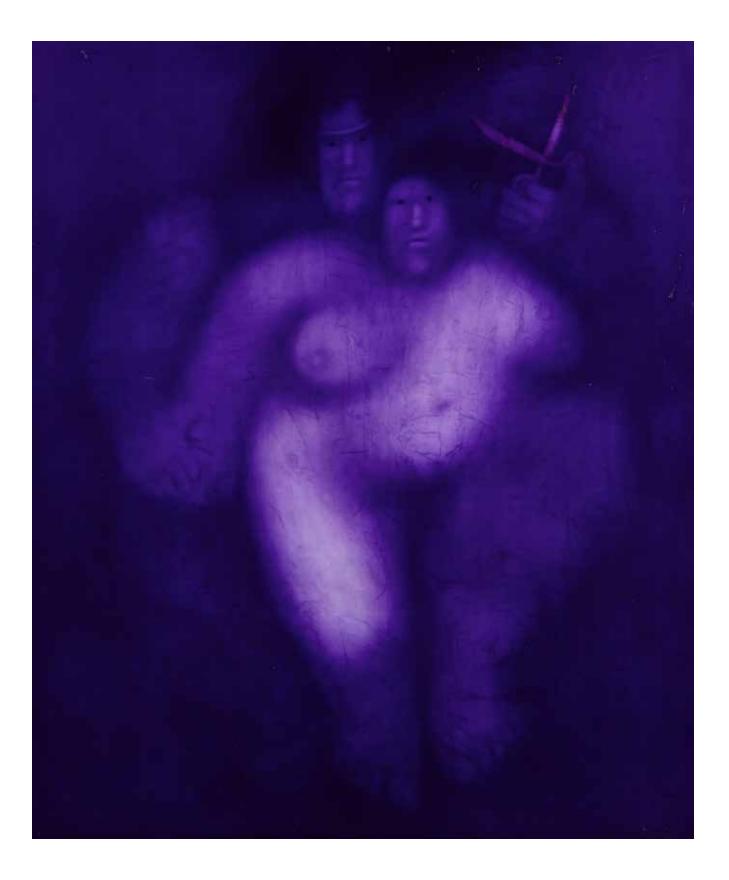
67**\* AR** 

## **OLEG TSELKOV (BORN 1934)**

'Couple with scissors' signed 'Oleg Tselkov' (lower right); further signed, titled and dated '1985' (verso) oil on canvas 205 x 170cm (81 x 67in).

£55,000 - 65,000 US\$71,000 - 84,000 €64,000 - 75,000

**Provenance** Private collection, Oregon



## "Moscow bohemia has never known such a dazzling phenomenon,"

so wrote the renowned poet Evgeny Golovin about Larisa Piatnitskaya (1940 – 2014) ("An essay about the author of 'The Triumphal Procession of the Cultural Revolution - the Triumph of Romance' L.G. Piatnitskaya – Lorik," in L. Piatnitskaya, Triumph of Romance, Moscow, 1998, p. 31).



Larisa Piatnitskaya in the apartment at Bibliotechnaya St.,15 in Moscow, 1970s. (Photograph from the L. Piatnitskaya archive, reproduced in L. Piatnitskaya, *The Feasts of My Revolution*, 1999, p.1)

Larisa Piatnitskaya, also known as "Lorik," is arguably one of the most extraordinary figures from the Moscow art scene of the late 20th century. For over 30 years, Piatnitskaya -a specialist in cultural studies, artist, writer and publisher - played an instrumental role in the life of various Moscow underground artistic movements collectively known as 'Soviet nonconformist art'. In the 1960s, together with the legendary writer Yury Mamleev, the poet Evgeny Golovin, and Alexander Dugin, Piatnitskaya became one of the founders and most vital members of the mystical intellectual club known as the "Yuzhin circle." In 1974, Larisa took an active part in the famed "Bulldozer" exhibition of Soviet avant-garde artists led by Oscar Rabin which was infamously razed to the ground by the Soviet authorities. An avid supporter of the free exhibitions movement and organizer of many subsequent "apartment" viewings of unofficial art, in the 1980s Piatnitskaya emerged as one of the leaders of the City Committee of Graphic Artists at Malaya Gruzinskaya, 28 - for a long time the first and only haven for artists working beyond the margins of Soviet ideological prescriptions.



Larisa Piatnitskaya, Vladimir Yakovlev, and Eric Bagdasarian at the opening of Yakovlev's exhibition at Gogolevsky Blvd., 10, March 1996 (Photograph from the L. Piatnitskaya archive, reproduced in L. Piatnitskaya, *Luch sveta iz mertvogo doma*, 2002, p.15)

A number of albums published by Larisa Piatnitskaya which were mostly based on her private archives (*The Triumph of Romance*, 1998, *The Feasts of My Revolution*, 1999) still serve as rare documental evidence of the most remarkable events of underground culture and convey a unique portrait of the Moscow 'intelligentsia" of the 1970s and 1980s. Oscar Rabin, Vladimir Nemukhin, Lidia Masterkova, Ilya Kabakov, Evgeny Rukhin, Anatoly Zverev, Oleg Tselkov, Dmitry Plavinsky, Vasily Sitnikov and Ernst Neizvestny number among names on an impressive list of artists, writers, poets, collectors, patrons, and many others featured in these photographs from important unofficial exhibitions, casual meetings, private viewings, and many other significant moments of turbulent underground life during the Brezhnev era.

The central theme of Piatnitskaya's publications and her other work is the freedom of artistic expression which largely became the motive for her own contribution and support of many independent artists including her husband Vladimir Piatnitsky, Anatoly Zverev, Vladimir Yakovlev, and Vladimir Kharitonov. As recalled by her contemporaries, combining a unique sensitivity towards art with an uncompromised responsiveness to those in need, Piatnitskaya was assiduous in providing her friends with the necessary support, from organizing personal exhibitions to publishing numerous catalogues and dedicated albums. According to Timofei Reshetov, "Lorik lived an active, interesting and unpredictable life. Her involvement in all matters related to her personally, her family, friends (event distant ones) cannot be overestimated. To each [person] Lorik has something to say that they need [to hear], she sees though and captures the essence of a person... I personally witnessed this as even a single, fleeting meeting with Lorik could change a person's life..." (T. Reshetov, Lorik. The Apostle of Love, Moscow, 2015, pp. 4-5).

Forming part of an important collection of unofficial art belonging to Larisa Piatnitskaya, the offered 6 lots, in their own way, record the history of her relationships with the artists featured: Vladimir Piatnitsky, Sergey Bordachev, Anatoly Zverev and Vladimir Yakovlev, as well as constituting the legacy of her invaluable contribution towards the movement for artistic freedom in the 70s and 80s, which she herself defined as the "Cultural Revolution".

We are grateful to Yury Piatnitsky, son of L. Piatnitskaya, for assistance with cataloguing this collection (lots 68 - 73).

## 68<sup>\*</sup> VLADIMIR PIATNITSKY (1938-1978)

Vita nova, 1974 inscribed in Cyrillic, titled in Latin, dated '74 Fall-Summer,' and further inscribed in Cyrillic 'Property of L.G. Piatnitskaya' (verso) oil on canvas laid on board 35.5 x 49cm (14 x 19 5/16in).

£10,000 - 12,000 US\$13,000 - 16,000 €12,000 - 14,000

#### Provenance

Collection of Larisa Piatnitskaya (1940 – 2014) Thence by descent

#### Exhibited

Possibly, Moscow, Moscow United City Committee of Graphic Artists (Malaya Gruzinskaya, 28), The Artist and His Time, 1988



68





#### 69**\***

#### **SERGEY BORDACHEV (BORN 1948)**

Triptych 'Labyrinths,' 1975

central part scratched with initials 'SB' and date '75' (lower left); each part inscribed in Cyrillic 'Sergey Bordachev / 1975 / Triptych Labyrinths,' and labeled respectively 'left,' 'central,' and 'right' (verso) central part: oil and mixed media on canvas; left and right: oil and mixed media on canvas laid on board

central part 50.5 x 45cm (19 7/8 x 17 11/16in); others 49.5 x 46.5cm (19 1/2 x 18 5/16in) each.

£8,000 - 10,000 US\$10,000 - 13,000 €9,200 - 12,000

#### Provenance

Collection of Larisa Piatnitskaya (1940 – 2014) Thence by descent

#### Exhibited

Possibly, Moscow, VDNH Dom Kultury, *Exhibition of works by Moscow artists*, 20 – 30 October 1975

Possibly, Moscow, Various apartment exhibitions of non-official art, Spring 1976

Possibly, Moscow, MUCCGA (Malaya Gruzinskaya, 28), *I exhibition of the Moscow United City Committee of Graphic Artists*, 1977

According to the memories of the artist, as recorded by Yury Piatnitsky, the work which Piatnitskaya brought to the "Bulldozer" exhibition had been given by Bordachev to Larisa and Vladimir Piatnitsky as a gift for their wedding which took place a few months earlier in July 1974. It is very likely that the wedding gift to the Piatnitskys is - in fact - the present triptych *Labyrinths*, partially damaged during the scandalous exhibition of 1974 and restored by Bordachev in 1975, as suggested by the date inscribed on the central part.





## 70\* **ANATOLY ZVEREV (1931-1986)**

Portrait of Vladimir Piatnitsky, 1983 signed with artist's monogram (lower right) mixed media on paper 47 x 36cm (18 1/2 x 14 3/16in).

## £8,000 - 10,000 US\$10,000 - 13,000

€9,200 - 12,000

### Provenance

Collection of Larisa Piatnitskaya (1940 - 2014) Thence by descent

## Exhibited

Moscow, Museum of Anatoly Zverev, AZ - eto Ya kak raz!, May -October 2015

## Literature

L. Piatnitskaya, A second on the left, a second on the right, Moscow, 2004, illustrated p. 20 T. Reshetov et al., Lorik. The Apostle of Love, Moscow, 2015,

illustrated p. 55 "AZ - eto Ya kak raz!," in Museum of Anatoly Zverev Almanac, no.

1, 2015, illustrated photograph of the AZ - eto Ya kak raz! exhibition display in the Museum of Anatoly Zverev, p. 52 Anatoly Zverev. Round & About, Moscow, Museum of Anatoly Zverev,

2015, illustrated pp. 38-39

## 71\*

## VLADIMIR IGOREVICH YAKOVLEV (1934-1998)

Untitled inscribed in Cyrillic with dedication 'to Eric Bagdasarian' (verso) oil on canvas 60 x 40cm (23 5/8 x 15 3/4in). unframed

#### £3,000 - 6,000 US\$3,900 - 7,800

€3,500 - 6,900

## Provenance

Collection of Larisa Piatnitskaya (1940 - 2014) Thence by descent

## Exhibited

Possibly, Moscow, Dom Khudozhnika (Gogolevsky Blvd., 10), Exhibition of works by Vladimir Yakovlev, 15 March - 1 April 1996

## VLADIMIR IGOREVICH YAKOVLEV (1934-1998)

oil, ink and mixed media on canvas 70.5 x 50.5cm (27 3/4 x 19 7/8in). unframed

£6,000 - 8,000 US\$7,800 - 10,000 €6,900 - 9,200

#### Provenance

Collection of Larisa Piatnitskaya (1940 – 2014) Thence by descent

#### Exhibited

Possibly, Moscow, Dom Khudozhnika (Gogolevsky Blvd., 10), Exhibition of works by Vladimir Yakovlev, 15 March - 1 April 1996

73\*

## VLADIMIR IGOREVICH YAKOVLEV (1934-1998)

Untitled oil on canvas *60.5 x 80cm (23 13/16 x 31 1/2in).* unframed

£6,000 - 8,000 US\$7,800 - 10,000 €6,900 - 9,200

#### Provenance

Collection of Larisa Piatnitskaya (1940 – 2014) Thence by descent

#### Exhibited

Possibly, Moscow, Dom Khudozhnika (Gogolevsky Blvd., 10), Exhibition of works by Vladimir Yakovlev, 15 March - 1 April 1996

Executed in an expressionist manner, the present three works are reflective of the central theme of Yakovlev's paintings which is the solitude and the fragility of being. The famous "flower" also remains the central subject in all three works although each is approached by the artist in a unique way. Lot 71, a still life with a flower standing against a window sill is executed with heavy brushstrokes mostly in a dark gray palette balanced by bright red accents which creates a dramatic effect in the painting. The second work (lot 72), on the contrary, depicts a single flower detached from material space, as if growing out of a painterly surface, inscribed with indistinct "automatic" text with oil, pencil and ink, and becomes an expression of the artist's unconscious. Finally, lot 73, painted in gentle light colours, evokes a completely different sentiment through the placement of a delicate white flower in the context of the surrounding objects against the subtle outlines of the landscape outside the window. The contrast of a meditative subject with the spontaneity of Yakovlev's expressionist brushstroke grants the paintings a deeply intimate guality.

Most of the oil paintings created by Yakovlev in Bagdasarian's apartment during the winter of 1995-1996 were exhibited at the House of Artists on Gogolovesky Blvd., 10 in March 1996 and later, in 2004, in an exhibition in the New Hermitage Gallery in Moscow. It is very likely that the present three paintings were included in the 1996 exhibition organized with support of Larisa Piatnitskaya. In 2002, Piatnitskaya released an album dedicated to Vladimir Yakovlev which documented this late period of his life and work.



72



73





75

## VARIOUS PROPERTIES

## 74**\***

## ERNST NEIZVESTNY (1926-2016)

'Flower eaters', 1980 signed in Latin and dated '(19)80' (lower right), verso with a later inscription of the title and date '1980-1984' acrylic on canvas 111.7 x 174cm (44 x 68 1/2in).

#### £10,000 - 15,000 US\$13,000 - 19,000 €12,000 - 17,000

#### Provenance

Acquired by an American private collector at Eduard Nakhamkin Fine Arts gallery, New York, early 1990s Thence by descent

#### Literature

A. Leong, Centaur: Ernst Neizvestny on Art, Literature and Philosophy, Moscow, ProgressLitera, 1992, illustrated (n.p.)

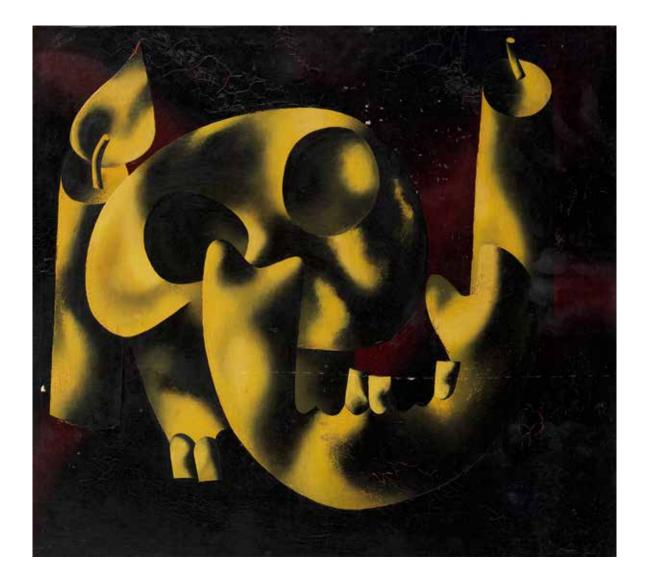
## 75

#### SERGEI KOVALSKY (BORN 1948)

'Rozhki da Nozhki' signed in Cyrillic, titled and dated '1991' (verso) oil on canvas 104 x 84cm (40 15/16 x 33 1/16in).

£4,000 - 5,000 US\$5,200 - 6,500 €4,600 - 5,800

Provenance Private collection, Germany



## 76<sup>AR</sup> Oleg tselkov (Born 1934)

'Still life of our lives' signed in Cyrillic, titled and dated '1964' (verso); further variously inscribed and dedicated 'to Zhenya Evtushenko from Oleg Tselkov' (verso) oil on canvasboard *37.5 x 42cm (14 3/4 x 16 9/16in).* unframed

£30,000 - 50,000 US\$39,000 - 65,000 €35,000 - 58,000

#### Provenance

Gifted by the artist to Evgeny Evtushenko (1933 - 2017) Gifted by Evgeny Evtushenko to an Italian dentist who was in Moscow for the dental surgery of Evtushenko's wife in 1973 Thence by descent

Evgeny Evtushenko (1933 - 2017) was a Soviet poet, novelist, and director of several films. He is known for his political activity during the Khrushchev Thaw that allowed some freedom of expression. In 1961, he wrote what would become, perhaps, his most famous poem, *Babi Yar*. He was the most extensively known and travelled Soviet poet.





77\*

### **EKATERINA VORONA (BORN 1975)** 'Opening scene of Swan Lake'

signed in Latin (lower left); further signed and titled in Latin and dated '2019' (verso) oil on canvas 80 x 100cm (31 1/2 x 39 3/8in).

£18,000 - 22,000 US\$23,000 - 28,000 €21,000 - 25,000

#### 78 <sup>AR</sup> ANTOINE TZAPOFF (BORN 1945) Falconer oil on canvas

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

£6,000 - 8,000 US\$7,800 - 10,000 €6,900 - 9,200

**Provenance** Acquired by the present collector at Christie's, Paris, 12 December 2007, lot 312

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







79\*

# A GOLD-MOUNTED PINK TOPAZ AND DIAMOND BROOCH

Fabergé, mark for either August Hollming or August Holmström, St. Petersburg, 1898-1908, with scratched inventory number 84070

set with a cushion-cut pink topaz within a rose-cut diamond frame (one diamond is missing), surmounted by a diamond-set tied bow, weight of the topaz approximately 6.64 cts, total weight of the diamonds approximately 0.325 cts, *marked on hook and rim, 56 standard length: 1.9cm (6/8in).* 

£5,000 - 7,000 US\$6,500 - 9,100 €5,800 - 8,100

#### Provenance

Private collection, Canada

## 

A GOLD-MOUNTED DIAMOND BAR PIN Fabergé, mark for August Holmström, probably St. Petersburg, c. 1900

designed as a line of rose-cut diamonds, spaced by collet-set old European-cut diamonds; total weigh of the three larger diamonds approximately 0.45 cts, G-H-I colour, SI clarity; apparently only marked with maker's mark length: 4.7cm (1 7/8in).

£2,000 - 4,000 US\$2,600 - 5,200 €2,300 - 4,600

**Provenance** Private collection, Canada 81\*

#### A JEWELLED MINIATURE VARICOLOURED GOLD AND ENAMEL MAGNIFYING GLASS

Fabergé, workmaster Henrik Wigstrom, St. Petersburg, 1908-1917

circular rim decorated in pale pink translucent enamel guilloché ground, the tapering reeded stem encircled at the base with a band of small rose-cut diamonds, bottom part of the handle carved of rock-crystal and set with pink guilloché enamel finial, *56 standard length: 10cm (3 15/16in).* 

### £18,000 - 22,000 US\$23,000 - 28,000 €21,000 - 25,000

#### Literature

Wartski, *Carl Fabergé, A Private Collection*, London, 2012, illustrated p. 22 Cynthia Coleman Sparke, *Russian Decorative Arts*, ACC, Woodbrodge, Suffolk, 2014, illustrated p. 142

The present lot is offered with an authentication letter from the expert Valentin Skurlov.

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





A GOLD-MOUNTED TOURMALINE AND DIAMONDS PENDANT Fabergé, workmaster August Hollming, St. Petersburg, 1908-1917 Bezel-set with a cushion-cut green tourmaline to the rose-cut diamond frame and bail, originally made to be transformed into a brooch, now missing a brooch clip, weight of the tourmaline approximately 7.46 cts; total weight of the diamonds approximately 0.52 cts, 56 standard length without loop: 1.8cm (3/4in).

£1,500 - 2,500 US\$1,900 - 3,200 €1,700 - 2,900

Provenance Private collection, Canada

#### 83\* TWO GOLD AND GUILLOCHÉ ENAMEL EGGS

probably by Fabergé, with partial marks one enemelled in translucent light blue over guilloché ground, second of identical size enamelled in rosy pink colour; both on loops, 56 standard (2) length: 1.6cm (5/8in).

£1,500 - 2,000 US\$1,900 - 2,600 €1,700 - 2,300



#### A GOLD-MOUNTED DIAMOND AND PEARL NECKLACE

St. Petersburg, 1899-1903

Designed as a long buckle-clink lavalier set with table-cut diamonds to the seed pearl tassel terminals and tulip caps, accompanied by a slide clasp, set with old mine-cut diamonds and a series of three pearls, marked on clasp with 56 standard length: 43.2cm (17in).

#### £8,000 - 10,000 US\$10,000 - 13,000 <u>€9,200</u> - 12,000

Provenance Private collection, New Jersey

## 85\*

#### A LARGE SILVER-GILT AND GOLD-MOUNTED JEWELLED PECTORAL CROSS ON A CHAIN

St. Petersburg, maker's mark 'S.R', marked with essayer's marks for both before 1898, and after 1908

Designed as a series of cabochon rubies with vari-cut diamond detail to the diamond-set cardinal points, attached to a loop formed as a Russian Imperial crown and decorated *en suite, marked on reverse* of the suspension loop with 56 and 84 standards, and with a maker's mark on a suspension hook; on a later 14k gold chain, designed as a series of alternating deep red cross links and light green squares in translucent guilloché enamel, the reverse of each enamel cross with a double-headed eagle, apparently unmarked

length of cross: 8.9cm (3 1/2in); chain: 32.4cm (12 3/4in).

£3,000 - 5,000 US\$3,900 - 6,500 €3,500 - 5,800

**Provenance** Private collection, New Jersey



## A GROUP OF ELEVEN SILVER AND GOLD-MOUNTED ENAMELLED AND JEWELLED MINIATURE EGGS

some with partial maker's marks one shaped as a pine cone and set with sapphires and diamonds; second with enamelled red cross against white guilloché ground; third and forth with horizontal chased borders and guilloché enamel panels; fifth set with Cyrillic 'KhV' and enamelled green fourleaf clover against red guilloché ground; six is made of textured gold; two eggs of faceted garnet-colored glass; three decorated with varicoloured filigree enamel, most with gold and silver standards, some with partial maker's marks (11) largest egg: 1.6cm (5/8in).

£4,000 - 6,000 US\$5,200 - 7,800 €4,600 - 6,900

**Provenance** Private collection, Canada

## 87\*

## A GROUP OF THREE MINIATURE EGGS

First: Fabergé, mark of Henrik Wigstrom; second: partial mark; third: maker's mark in Cyrillic 'KB"

first: with applied gold cockerel against green translucent guilloché ground, 56 standard,; second: applied with realistically modelled gold frog against light pink translucent guilloché ground, with partial standard mark; third: carved as a seated hen out of red agate or purpurine, marked with maker's mark on the loop (3)

length of carved egg: 1.9cm (3/4in).

£1,500 - 2,000 US\$1,900 - 2,600 €1,700 - 2,300

**Provenance** Private collection, Canada

#### 88\*

#### THREE JEWELLED GOLD MINIATURE EGGS

with partial marks and gold standards first: open gold work, bottom fitted with blue cabochon sapphire, 56 standard; second: beehive-shape, mounted with blue cabochon sapphire on the bottom, on a later loop partially marked; third: plain gold with applied flower centred with faceted ruby, 56 standard: two on additional loops (3) length of the largest egg: 1.9cm (3/4 in).

£2,500 - 3,500 US\$3,200 - 4,500 €2,900 - 4,000

**Provenance** Private collection, Canada

# A NECKLACE OF SIXTEEN JEWELLED, ENAMELLED, HARDSTONE MINIATURE EGGS

Russia, late 19th-early 20th century, various makers, some unmarked

1 - small nephrite egg with a horseshoe pendant: *unmarked* 2 - purpurine egg suspended from gold chains: 56 standard, partial maker's mark

3 - textured gold egg, set with a large blue cabochon stone, a sapphire: *unmarked* 

4 - tiger eye egg: unmarked

5 - wooden egg, painted with a scene of amorous children after Elizaveta Beam: *unmarked* 

- 6 silver and varicoloured filigree enamel egg: 84 standard
- 7 red guilloché enamel (small chip to enamel): apparently unmarked

8 - gold egg centred with six emeralds and a rose-cut diamond: 56 standard, St. Petersburg, partial maker's mark

9 - gold and jasper egg: 56 standard, partial maker's mark

10 - varicoloured gold and blue guilloché enamel egg (small losses to enamel): 56 standard

11 - blue glass egg: unmarked

12 - gold and white guilloché enamel egg (losses to enamel): 56 standard, partial maker's mark

13 - gold-mounted wooden egg centred with faceted blue stone, probably a sapphire: *partially marked* 

14 - gold textured egg centred with a large faceted red stone, probably

- a ruby: 56 standard, partial maker's mark
- 15 pink milk glass egg: unmarked,

16 - nephrite egg: unmarked

All suspended on a later silver and gold chain (16)

length of the largest egg: 1.6cm (5/8in).

£3,000 - 5,000 US\$3,900 - 6,500 €3,500 - 5,800

**Provenance** Private collection, San Francisco

## AN IMPERIAL PRESENTATION SILVER CIGARETTE CASE

Maker's mark possibly AW or AT, St. Petersburg, before 1899

rectangular with rounded corners, the surface cast and chased with overlapping foliage, an applied Imperial eagle to corner, opening at pushpiece to reveal gilt interior stamped MV; in original fitted presentation case, 84 standard height: 9.5cm (3 3/4in).

£3,000 - 4,000 US\$3,900 - 5,200 €3,500 - 4,600

Provenance Private collection, Canada



#### 91 A JEWELLED, GOLD-MOUNTED AND HARDSTONE PAPER KNIFE AND BOOKMARK

Fabergé, workmaster Erik Kollin, St. Petersburg, circa 1895, scratched inventory number 45568 The tapering nephrite blade with diamond-set gold volute handle, in fitted case, 56 standard length: 10.1cm (4in).

£4,000 - 6,000 US\$5,200 - 7,800 €4,600 - 6,900

**Provenance** Private English collection



#### 92\*

#### A JEWELLED GOLD CIGARETTE CASE

Fabergé, workmaster Henrik Wigstrom, St. Petersburg, 1908-1917, with scratched inventory number 26542 rectangular, with alternating plain and textured bands, diamond-set thumb piece, 56 standard 8.7 x 5.7cm (3 3/8 x 2 1/4in).

£5,000 - 7,000 US\$6,500 - 9,100 €5,800 - 8,100

Provenance

Private American collection



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



#### .....

93

#### A SILVER-GILT JEWELLED ENAMEL VANITY CASE

Andre Adler, St. Petersburg, 1908-1917 in three sections, the surface enamelled in translucent white over engine-turned ground opening to reveal silver-gilt and fabric lined interior compartments, coin tidy and mirror, 88 standard length: 12.1cm (4 3/4in).

£12,000 - 15,000 US\$16,000 - 19,000 €14,000 - 17,000

#### 94 A JEWELLED SILVER-GILT AND ENAMEL CIGARETTE CASE

Andre Adler, St. Petersburg, 1908-1917 shaped rectangular, the white guilloché over wavy engine turned gound opening at diamond-set thumbpiece to reveal gilt interior, 88 standard length: 9.5cm (3 3/4in).

£4,000 - 6,000 US\$5,200 - 7,800 €4,600 - 6,900





95**\*** 

#### A GOLD SAMORODOK CIGARETTE CASE, TOGETHER WITH SIMILAR SILVER SAMORODOK CIGARETTE CASE

first: St. Petersburg, 1908-1917, master's mark 'AM' probably for MarKula Adam Andreas; second: Odessa or Ekaterinoslav, 1908-1917, maker's mark 'BP'

both rectangular with hinged lids, first case set with blue cabochon thumbpiece, second case set with light orange cabochon thumbpiece and applied gold monogram in Cyrillic 'AR', *56 and 84 standards similar sizes: 10.8 x 7.6cm (4 1/4 x 3in).* 

£4,000 - 6,000 US\$5,200 - 7,800 €4,600 - 6,900

#### Provenance

Private collection, San Francisco

## A LARGE SILVER-MOUNTED AND GUILLOCHÉ ENAMEL MAHOGANY PHOTOGRAPH FRAME

Fabergé, workmaster Karl Armfelt, St Petersburg 1904-1908, scratched inventory number 15216

upright rectangular, central aperture of translucent white enamel over engine-turned ground with silver beaded and gadroon borders, surmounted with cast and chased gilded bow, borders of light wood, with wooden back and strut in a later fitted Wartsky box, *84 standard height: 35.2cm (13 7/8 in).* 

#### £8,000 - 10,000 US\$10,000 - 13,000 €9,200 - 12,000

**Provenance** Private collection, London



#### 98

## A SILVER-GILT AND GUILLOCHÉ ENAMEL PHOTOGRAPH FRAME

Fabergé with the Imperial Warrant, Antti Nevalainen, St. Petersburg, 1899-1904, scratched inventory number 8627

triangular, the surface enamelled translucent mauve over sunburst engine-turned ground within ribbon-tied reeded border, a silver-gilt ribbon suspending the beaded central aperture, the reverse with wooden back fitted with hinged silver-gilt strut, 88 standard height: 14.7cm (5 13/16 in).

#### £15,000 - 20,000 US\$19,000 - 26,000 €17,000 - 23,000

#### Provenance

Private American collection

#### Exhibited

Wilmington, Riverfront Arts Center, *Fabergé Imperial Craftsman and His World*, 9 September 2000 - 18 February 2001, no. 684

#### Literature

Geza von Habsburg, *Fabergé Imperial Craftsman and His World*, London, 2000, no. 684, illustrated p. 268



## 97\*

### A SILVER-MOUNTED ENAMEL PHOTOGRAPH FRAME

Fabergé, workmaster Andreas Nevalainen, St. Petersburg, 1908-1917 square form, with beaded borders, enamelled in translucent celadon green over sunburst engine-turned ground, a circular aperture within laurel-leaf chased border, with ribbon-tied laurel wreath at each corner and silver rosettes in between, with silver scroll strut, verso with modern replacement panel imitating ivory, *84 standard* 10.8 x 10.8cm (4 1/4 x 4 1/4in)

£6,000 - 8,000 US\$7,800 - 10,000 €6,900 - 9,200

**Provenance** Private American collection



#### THE COLLECTION OF CAROLINE, LADY OPPENHEIMER

Caroline, Lady Oppenheimer (1899-1971), known as Ina, was the daughter of Sir Robert Grenville Harvey and Emily Blanche Murray. Her descendants recall that having been born a third daughter to parents hoping for a male heir, she was a rebel and a fighter with varied interests. After being sparingly educated at home by a governess, she helped run her parent's house at Langley Park in Buckinghamshire, gaining a reputation as a creative and elegant young woman who was also enterprising.

In 1920, Ina married Sir Michael Oppenheimer and, according to family memoirs, moved to California then returned to England before settling in South Africa, bringing up their son there. Sir Michael died in an air crash near Johannesburg in 1933. Two years later, Ina married her late husband's uncle Sir Ernest, founder of the Anglo-American Corporation and chairman of De Beers. Although the couple were based in Johannesburg, Ina threw herself into creating her farm in the Transvaal. She supported several South African charities and became an accomplished wildlife photographer, documenting her travels in South African game reserves and abroad in a uniquely personal photographic technique that lent an impressionist quality to her work. Her interest in animals seems to have extended beyond doting on her own corgis to her collecting choices, as reflected in her charming menagerie of hardstone carvings.

The breadth and quality of the group transport us back to the final years of Imperial St Petersburg and to eminent patrons of the House of Fabergé. The firm's unique access to native minerals that showcased the rich variety of deposits in the Ural Mountains and Caucasus dovetailed with the business vision of Carl Fabergé at its helm. It is well documented that he was an avid collector of Japanese netsuke carvings and tasked his designers with producing compact hardstone animals to delight the firm's sophisticated clientele. Family ties, particularly those of the Danish royal sisters married respectively to Tsar Alexander III and King Edward VII, bound the ruling houses of St. Petersburg with London. These dynastic links created opportunity for the exchanges of gifts that ignited international demand for the diminutive animals exquisitely captured by master lapidarists.



Lady Oppenheimer with her corgies



Lady Oppenheimer. By Thomas Dugdale, RA, 1880-1952

By 1907, the taste for the charming figures resulted in Edward VII commissioning lapidary portraits of animals kept on his estate at Sandringham. A great many were also produced for sale through Fabergé's London branch and spread the fashion for the expressive models throughout the highest echelons of Edwardian society. These range in style from humorously carved to heavily stylised or naturalistic. Many have a lively, energetic quality such as the kitten in Lady Oppenheimer's collection captured alert as it extends its paw to an unseen object of its curiosity. Elsewhere, a pair of rabbits nestle into one another and recall endearing Beatrix Potter illustrations. Meanwhile a kingfisher stands to attention raised upon golden feet that confirm his attribution to Henrik Wigstrom's workshop. Another model with gold mounts is the nephrite frog who stares out from diamond set eyes and curving mouth, guarding the secret compartment fitted into his belly. Here, a snuffbox is almost a pretext to celebrate the play of contrasting minerals.

The 20th century was an exciting period for collecting Fabergé, with firms such as Wartski in London and A La Vieille Russie in New York rising to prominence once the House of Fabergé was closed, following the Russian revolution. Opportunities extended by the Soviet government eager to trade nationalised treasures abroad for foreign currency were taken up by an elite group of merchants who gained a loyal customer base internationally. It is quite evident that Lady Oppenheimer had a discerning eye and access to the very best Fabergé the market had to offer. The resulting collection is a technical *tour de force* and its revelation as a single owner group is a landmark event.

We are grateful to Christopher Cavey F.G.A. for providing technical and historical assistance with this collection.

Леди Кэролайн Оппенгеймер (1899-1971) начала собирать фигуры Фаберже во время своего брака с сэром Эрнестом Оппенгеймером, председателем правления De Beers. Ее прижизненная любовь к животным и дикой природе воплотилась в великолепной и важной коллекции фигур из камня. Леди Оппенгеймер бесспорно имела проницательный взгляд и доступ к покупке лучших экземпляров, созданных фирмой Фаберже. Представленная коллекция животных особенна в своей полноте и единстве тематики.

### A JEWELLED NEPHRITE FROG PILLBOX

Fabergé, workmaster Michael Perkhin, St. Petersburg, before 1899, scratched inventory number 25261 the carved nephrite body set with diamond mouth and cabochon ruby eyes in diamond surrounds, the underside with diamond-set hinged compartment, *56 standard length: 6.4cm (2 1/2in).* 

£50,000 - 60,000 US\$65,000 - 78,000 €58,000 - 69,000

#### Provenance

Sir Bernard Eckstein, Sotheby's, 8 February 1949, lot 140 Wartski, London Caroline, Lady Oppenheimer (1899-1971) Then by direct descent

#### Literature

Henry Charles Bainbridge, *Peter Carl Fabergé: Goldsmith and Jeweller* to the Russian Imperial Court & principal Crowned Heads of Europe, London, 1949, pl. 28

Sir Bernard Eckstein 1894-1948) was a prominent businessman, collector and benefactor of the British Museum as well as owner of the Winter Egg, a hardstone pug dog and the proposed frog and mouse sold with Sotheby's in 1949.









### 100<sup>\*</sup> A BOWENITE FIGURE OF AN ELEPHANT

Fabergé, circa 1900 the carved body standing with curving trunk to front, the eyes gem-set *length:* 5cm (1 15/16in).

#### £8,000 - 10,000 US\$10,000 - 13,000 €9,200 - 12,000

#### Provenance

Caroline, Lady Oppenheimer (1899-1971) Then by direct descent

## 101\*

## A NEPHRITE FIGURE OF A PIGLET

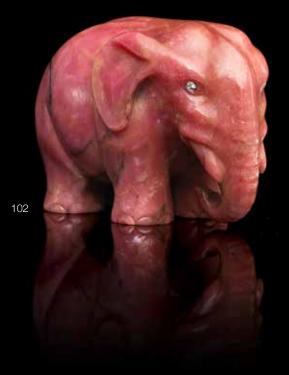
Fabergé, circa 1900 carved realistically, with trotters extended *length: 4.4cm (1 3/4in).* 

£6,000 - 8,000 US\$7,800 - 10,000 €6,900 - 9,200

#### Provenance

Caroline, Lady Oppenheimer (1899-1971) Then by direct descent

For a similar model, see von Habsburg, *Fabergé Imperial Craftsman and His World*, Booth Clibborn, London, 2000, cat. 837, p. 310.





# 102<sup>\*</sup> A RHODONITE FIGURE OF AN ELEPHANT

Fabergé, circa 1900, numbered possibly 23905 the carved body standing with ears pinned back and curving trunk to front, the eyes set with diamonds, the front left foot signed 'C. Fabergé' underside *length:* 6cm (2 3/8in).

# £15,000 - 20,000 US\$19,000 - 26,000 €17,000 - 23,000

# Provenance

Caroline, Lady Oppenheimer (1899-1971) Then by direct descent

According to records held by Tatiana Fabergé of 2400 objects nationalised from the Fabergé Moscow branch, an elephant numbered 23905 was sold 30 April, 1919 for 525 roubles.

# 103\*

# A ROCK CRYSTAL FIGURE OF A MOUSE

attributed to Fabergé, circa 1900 the restrained body modelled in the Japanese taste, with applied ruby eyes *length:* 6*cm* (2 3/8*in*).

# £3,000 - 5,000 US\$3,900 - 6,500 €3,500 - 5,800

#### Provenance

Caroline, Lady Oppenheimer (1899-1971) Then by direct descent

For a similarly minimalist carving of rock crystal transferred from Gatchina Palace Museum in 1926 to the Fersman Collection, see M.B. Chistyakova, *Stone products in the collection of the A.E. Fersman Mineralogical Museum*, Moscow, 2019, p. 119.





# AN AVENTURINE QUARTZ FIGURE OF A KINGFISHER

Fabergé, workmaster Henrik Wigström, St. Petersburg, 1899-1908 the figure with diamond-set eyes is carved standing, supported by gold feet, *72 standard height: 6.7cm (2 5/8in).* 

£30,000 - 40,000 US\$39,000 - 52,000 €35,000 - 46,000

# Provenance

Caroline, Lady Oppenheimer (1899-1971) Then by direct descent

Within the group of Fabergé birds mounted on gold feet from Henrik Wigström's workshop that are preserved in the Royal Collection, a stylised model of a Kingfisher is of particular interest. The strong geometric design was inspired by Japanese netsuke whereas Lady Oppenheimer's kingfisher was more realistically modelled showing the breadth and variety of approaches by lapidarists supplying the same firm. The Royal example's purchase by either Edward VII in 1907 or his grandson, the future Edward VIII in 1913 reveals the Fabergé ledgers listed kingfishers as 'icebirds'. Added to this was the use of 'nephrite' as a blanket term for many green coloured stones in the Fabergé repertoire, illustrating the complexities involved in researching animal species and the minerals employed in the firm's output.

See de Guitaut, *Fabergé in the Royal Collection*, Royal Collection, London, 2003, p. 91, or visit the Royal Collection website www.rct.uk for RCIN 40387.



# 105\* AN AGATE CARVING OF RABBITS

Fabergé, circa 1900 formed as a pair of nestling rabbits from two agate specimens, both inset with rose-cut diamond eyes *length:* 6.5cm (2 9/16in).

£10,000 - 15,000 US\$13,000 - 19,000 €12,000 - 17,000

# Provenance

Caroline, Lady Oppenheimer (1899-1971) Then by direct descent Enchanting animal groups are well represented in the Royal Collection including a doe and three baby rabbits purchased from Fabergé London in 1913 by Grand Duchess Vladimir of Russia (de Guitaut *Fabergé's Animals: A Royal Farm in Miniature,* Royal Collection, London, 2010, p. 108), or visit the Royal Collection website www.rct. uk for RCIN 40409.

The charm of such groups was admired beyond the royal family, as evidenced by a pair of agate rabbits included in a Wartski Exhibition on Belgrave Square in 1934 on loan by Lady Juliet Duff (1881-1965) whose collection of animals and flowers was on display. The rendering of the fur is particularly successful in the proposed lot and the choice of stone capturing colour gradations lends individuality to each of the conjoined rabbits.





# 106\* A GREY AGATE FIGURE OF A MOUSE SET WITH SILVER-MOUNTED DIAMONDS

Fabergé, circa 1900, scratched inventory number 4192 The finely carved body simulating fur, with diamond-set ears, eyes and curling tail *length:* 6*cm* (2 3/8*in*).

£40,000 - 60,000 US\$52,000 - 78,000 €46,000 - 69,000

## Provenance

Sir Bernard Eckstein, Sotheby's, 8 February 1949, lot 138 Caroline, Lady Oppenheimer (1899-1971) Then by direct descent The Royal Collection boasts eight mice and rats, many of which are set with diamond encrusted features. It is certain that Fabergé's sculptors would have seen such creatures during their time at Sandringham and been familiar with netsuke prototypes. They were highly appreciated as symbols of perseverance and prosperity due to their ability to survive adverse circumstances.

For similar examples see de Guitaut *Fabergé's Animals: A Royal Farm in Miniature*, Royal Collection, London, 2010, pp. 111-112, or visit the Royal Collection website www.rct.uk for RCIN 40013 and RCIN 40045. For another variant, see von Habsburg, *Fabergé*, Munich, 1987, cat. 367, p. 205.

107<sup>\*</sup> A LARGE KALGAN JASPER FIGURE OF A HIPPOPOTAMUS Fabergé, circa 1900

humorously carved lying flat, the eyes with garnets in gold settings, the tail flicking to one side *length:* 10.5cm (4 1/8in).

# £30,000 - 40,000 US\$39,000 - 52,000 €35,000 - 46,000

# Provenance

Wartski, London Caroline, Lady Oppenheimer (1899-1970) Then by direct descent

# Literature

Henry Charles Bainbridge, *Peter Carl Fabergé: Goldsmith and Jeweller* to the Russian Imperial Court & principal Crowned Heads of Europe, London, 1949, pl. 21

This figure is beautifully observed with the choice of stone evoking the animal sunning himself in a mud bath.



# 108<sup>\*</sup> A GREY AGATE FIGURE OF A SEA LION

in the Fabergé taste, 20th century the carved sea lion presented within stalactitic geode evoking a cave, the eyes set with diamonds *length:* 15.8cm (6 1/4in).

£1,000 - 1,500 US\$1,300 - 1,900 €1,200 - 1,700

#### Provenance

Caroline, Lady Oppenheimer (1899-1971) Then by direct descent





109\* A CARVED LABRADORITE SEAL IN THE FORM OF AN OWL early 20th century the figure standing upright on a carved support, the eyes set with gilt-

framed cabochon rubies height: 9cm (3 9/16in).

£1,000 - 1,500 US\$1,300 - 1,900 €1,200 - 1,700

Provenance Caroline, Lady Oppenheimer (1899-1971) Then by direct descent

The carving of the owl and the choice of stone suggests production by a close contemporary of Fabergé's. An obsidian owl in the collection of Lillian Thomas Pratt and housed in its original Fabergé box resembles a carving by Denisov-Uralsky for an owl supplied to Cartier in 1911 (see G. von Habsburg, *Fabergé Revealed*, VMFA 2011, p. 208) underlining the variety of outlets for similar forms in the early 1900s. A labradorite owl from Lady de Grey, Marchioness of Ripon and descendent of Countess Catherine Woronzova, is illustrated in Bainbridge, London, plate 76.

# A CHALCEDONY FIGURE OF A PLAYFUL KITTEN

Fabergé, circa 1900 the carved body standing alert and reaching with right paw, with cabochon gem-set eyes *length: 3.7cm (1 7/16in).* 

£10,000 - 15,000 US\$13,000 - 19,000 €12,000 - 17,000

# Provenance

Caroline, Lady Oppenheimer (1899-1971) Then by direct descent

This particularly animated model demonstrates the carver's mastery lending mischief and curiosity to the playful model while the choice of a graduated stone highlights its face, paws and tail. The present owner recalls Lady Oppenheimer dispensing of the kitten's original fitted Fabergé case in a wastepaper basket. This private collector with a large display of Fabergé objects on permanent display had little use for the disarmingly simple hollywood boxes that are appreciated presently. It is not so long ago that fitted cases were considered surplus to requirements by their owners and, while startling to contemporary collectors, their disposal was in keeping with past ownership habits.

Apart from a kitten commissioned by Edward VII and modelled from life by Fabergé sculptors at Sandringham in 1907, several models of cats in animated and playful poses were sold through the London branch of Fabergé. Queen Alexandra purchased a figure in 1911 described as 'kitten agate 2 rubies' for £15 providing benchmark for the cost of such models. For similar examples see de Guitaut, *Fabergé's Animals: A Royal Farm in Miniature,* Royal Collection, London, 2010, pp. 58-59, or visit the Royal Collection website www.rct.uk for RCIN 40037 and RCIN 40294.

For another variant, see von Habsburg, *Fabergé*, Munich, 1987, cat. 371, p. 206.





# A MONUMENTAL SILVER-MOUNTED CUT-GLASS DECANTER IN NEO-CLASSICAL STYLE

Bolin, workmaster's mark in Latin 'KL' for Konstantin Linke, Moscow, c. 1898

of slender cylindrical form, divided by chased silver bands into three sections, each glass section cut with a different pattern, silver bands and collar around the rim chased with Neo-classical laurel garlands and leaves, hinged lid centred with a figure of a winged mythological animal, long angular handle decorated *en suite*, *88 standard height: 32.3cm (12 3/4in)*.

# £7,000 - 9,000 US\$9,100 - 12,000 €8,100 - 10,000

Provenance Private American collection.



# VARIOUS PROPERTIES

11<u>1\*</u>

# A PARCEL-GILT TEA KETTLE-ON-STAND IN ART NOUVEAU STYLE

Fabergé under Imperial Warrant, Moscow, 1899-1908, with scratched inventory number 16114

circular kettle with slip-on lid and front-to-back shaped swing handle, each side with a pair of extending knobs that suspend the kettle on an elaborate silver stand; with circular oil burner with a long handle and hinged lid, kettle's handle and sides of the stand are shaped as undulating swirls typical of Art Nouveau style, with gilded interior, insulation bands on the handle, lid and the handle of the lamp with modern replacements, 84 standard (3) height of the kettle: 21.6cm (8 1/2in).

£5,000 - 7,000 US\$6,500 - 9,100 €5,800 - 8,100

# Provenance

Acquired by the present owner, a private collector, at Sotheby's, 19 May 2005, lot 246  $\,$ 



# 113\*

# A SILVER-MOUNTED LEATHER DESK PORTFOLIO

Fabergé under Imperial Warrant, Moscow, 1899-1908 rectangular, with brown textured binding lined with moss green *moiré* silk, the front applied with cast and chased silver plaque decorated in neo-Russian taste with fancy scroll work, fruit garlands, a stylized dragon and a peacock, and a large figure of a medieval Russian warrior on a galloping horse, with upper part left plain suitable for dedication inscription or monogramming; *84 standard 41.6 x 32.4cm* (*16 3/8 x 12 3/4in*).

£4,000 - 6,000 US\$5,200 - 7,800 €4,600 - 6,900



# A SILVER LIGHTER MODELLED AS A SEATED BABOON

Fabergé under Imperial Warrant, workmaster Julius Rappoport, St. Petersburg, 1890s

realistically cast as a sitting baboon holding its tail, the surface finely cast and chased to simulate fur texture, its hinged head opens to reveal the lighter fluid compartment, the hollow tail providing the outl for the taper, marked under base and inside the lid, 88 standard height: 10.5cm (4 1/8in).

£35,000 - 45,000 US\$45,000 - 58,000 €40,000 - 52,000

# Provenance

Property from a private collection, USA



116 A PARCEL-GILT AND GLASS DECANTER maker's mark in Cyrillic 'A.L', 1899-1908 the cut-glass body tapering to silver neck fitted with hinged domed lid, opening at equine spout to reveal gilt interior, the handle with scroll terminal, 84 standard height: 30.2cm (11 7/8in).

£5,000 - 6,000 US\$6,500 - 7,800 €5,800 - 6,900



# 115\*

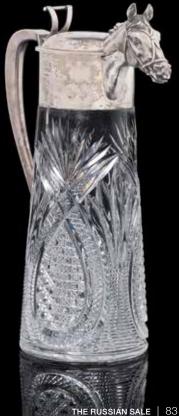
# A SMALL SILVER MOUNTED GLASS DECANTER

Fabergé under Imperial Warrant, workmaster Erik Kolin, Moscow, 1908-1917

octagonal form with panelled sides and tapering top, polished silver collar with chased neoclassical border and applied Art Nouveau vignettes centred with semiprecious cabochon stones, angular handle and lid are decorated en suite, 84 standard height: 17.5cm (7in).

£4,000 - 6,000 US\$5,200 - 7,800 €4,600 - 6,900

Provenance Private American collection



116



# PROPERTY OF A LADY OF TITLE

# 117\*

# A PAIR OF SILVER SERVING DISHES FROM THE SERVICE MADE FOR GRAND DUCHESS MARIA NIKOLAEVNA RETAILED BY NICHOLLS AND PLINKE, WORKMASTER ROBERT KOKHUN (COLQHOUN), ST. PETERSBURG, 1857

Nichols and Plinke under Imperial Warrant, workmaster's mark 'PK', St. Petersburg, 1857

rectangular form, with shaped rim decorated with cast and chased rocaille border, one side engraved with Imperial Russian eagle, opposite side engraved with Cyrillic monogram "MN' under the Russian Imperial crown, 84 standard (2) 26.7 x 22.8cm (10 1/2 x 9in).

£5,000 - 6,000 US\$6,500 - 7,800 €5,800 - 6,900

# Provenance

Grand Duchess Maria Nikolaevna (1819-1876) Thence by descent

Grand Duchess Maria Nikolaevna (1819-1876) was the oldest daughter of Emperor Nicholas I and the first to marry in 1839. For her first marriage to Maximilian, the third Duke of Leuchtenberg (1817-1852), Emperor Nicholas I ordered vast quantities of silver, porcelain, glass and furniture. A well-known company and supplier to the court the firm of Nicholls & Plinke , knowns as ' English Shop', was commissioned to delivered the wedding service. After the early deaths of her husband in 1852, Maria Nikolaevna married in November 1856 her long-term friend Count Grigory Stroganov (1824-1879); the pair of dishes are presumably the additions to the original service ordered around the time of her second wedding.

For a silver tray identically decorated and made by Nicholls and Plinke at the same time, see: Sotheby's, 15 April 2016, lot 22.



#### VARIOUS PROPERTIES

#### 118\*

# A SET OF SIX CHAMPAGNE FLUTES FROM THE IMPERIAL BANQUET SERVICE

Imperial Glass Factory, St. Petersburg, 1850s slender conical bowl with lobbed sides, tapering stem on circular scalloped foot, bowl centred with an enamelled medallion with gilt foil insert depicting the crowned Cyrillic monogram 'AM' against ermine mantling, *all unmarked* (6) backture 16.5 cm (6.1/0in)

height: 16.5cm (6 1/2in).

# £8,000 - 12,000 US\$10,000 - 16,000 €9,200 - 14,000

# Provenance

Acquired by a private American collector in the USA, circa 1940s Thence by descent



# A SILVER-MOUNTED CUT GLASS BOWL

Fabergé under Imperial Warrant, Moscow, with scratched inventory number 23432

circular deep bowl cut with a central octagonal geometric design and four faceted stars around it, the rim mount cast with bound reeds tied with ribbons, 84 standard diameter: 29.8cm (11 3/4in).

£5,000 - 8,000 US\$6,500 - 10,000 €5,800 - 9,200

Provenance Private American collection

# 120\*

# A SET OF SIX GLASS TUMBLERS AND A DECANTER FROM THE IMPERIAL BANQUET SERVICE

Imperial Glass Factory, St. Petersburg, 1850s

decanter: of mallet form, body with lobed sides and ring-moulded waisted neck with scalloped stopper, centred with a circular medallion enamelled with ermine mantel under the Imperial Russian crown and Cyrillic monogram 'AM'; tumbler: round form with straight lobbed sides, centring an enamelled gold foil inclusion depicting the crowned initial 'A' on an ermine mantling, probably for Emperor Alexander II, all unmarked (7)

height of decanter: 24.7cm (9 3/4in); height of tumbler: 8.5cm (3 3/8in).

£10,000 - 15,000 US\$13,000 - 19,000 €12.000 - 17.000

# Provenance

Acquired by a private American collector in the USA, 1940s Thence by descent





#### 121 A SILVER TROIKA GROUP

Khlebnikov, St. Petersburg, before 1899, the Imperial Warant overstruck I.P. the silver model with standing coachman driving a troika one handed, one leg standing on simulated straw base of his sled and the other on his discarded coat, supported by rounded rectangular base, 84 standard length: 27cm (10 5/8in).

£8,000 - 12,000 US\$10,000 - 16,000 €9,200 - 14,000

# Provenance

Purchased from Francis Janssens van der Maelen, Brussels, 1994 Private collection, Belgium

# 122

# A PARCEL-GILT SILVER PRESENTATION TROIKA GROUP

maker's mark unclear, St. Petersburg, assay for 1884

the racing troika after model by Liberich driven by two seated coachmen on simulated frosted ground punctuated by sled and hoof marking, raised upon rectangular base with rounded corners inscribed 'From H.I.M. The Emperor of Russia in token of appreciation of the philanthropic [sic] services of William Hilton Esqr during the Winter of 1892', *84 standard length: 22cm (8 11/16in).* 

£7,000 - 10,000 US\$9,100 - 13,000 €8,100 - 12,000

Provenance Purchased Francis Janssens van der Maelen, Brussels 1993 Private collection, Belgium

William Hilton may have contributed to the international relief efforts spearheaded by the author Leo Tolstoy and other prominent figures to counteract the devastating famine of 1891-1892.



122

# 123 A PARCEL-GILT SILVER SCULPTURAL GROUP

attributed to Fabergé, maker Julius Rappaport, circa 1895 a horse guided by a standing coachman pulls a sled over a rock crystal base simulating cracked ice, *84 standard width: 46.7cm (18 3/8in).* 

£20,000 - 30,000 US\$26,000 - 39,000 €23,000 - 35,000

# Provenance

Purchased Francis Janssens van der Maelen, Brussels, 1992 Private collection, Belgium



# 124

# A PARCEL-GILT SILVER TROIKA GROUP

Sazikov, St. Petersburg, 1851 the racing troika depicting a standing coachman on gilt sled pulled by trio of galloping horses on naturalistic ground fitted to octagonal base, 84 standard length 12.5cm (4 15/16in).

£3,000 - 5,000 US\$3,900 - 6,500 €3,500 - 5,800

# Provenance

Purchased from Francis Janssens van der Maelen, 1991 Private collection, Belgium

124

# 125\* A GROUP OF FIVE SILVER-GILT AND NIELLO FLUTES

all with marks for Moscow, c. 1830, various makers, some with scratched numbers indicating silver weight, inventory numbers inscribed on underfoot

comprising: a tall flute decorated with a pair of heraldic eagles within floral scrolls and armorial decorations, all in niello against stippled gilded ground, elevated on octagonal stem centred on domed circular foot; a pair of identical flutes decorated with engraved floral garlands in silver and silver-gilt against niello ground; and two similarly decorated small flutes featuring floral garlands and neo-classical motifs in niello against stippled gilded ground, all on spreading circular feet; *all with 84 standard* (5)

height of the tallest flute: 23.2cm (9 1/8in).

£2,500 - 4,500 US\$3,200 - 5,800 €2,900 - 5,200

**Provenance** Private American collection





125

# A LARGE SILVER FLATWARE SERVICE

Khlebnikov under Imperial Warrant, Moscow, 1908-1917, blades on dinner and salad knives: Varupaev under Imperial Warrant comprising: eleven soup spoons, twelve dinner forks, twelve dinner knives, twenty one salad forks, eighteen salad knives, eleven tea spoons, and a large soup ladle; all in plain polished silver, handles with engraved Cyrillic monogram 'Ae.M', *84 standard* (86) *length of ladle: 31cm (12 1/4in).* 

£4,000 - 6,000 US\$5,200 - 7,800 €4,600 - 6,900

Provenance

Private collection, San Diego



#### 128 A SILVE

# A SILVER-GILT AND NIELLO BOWL

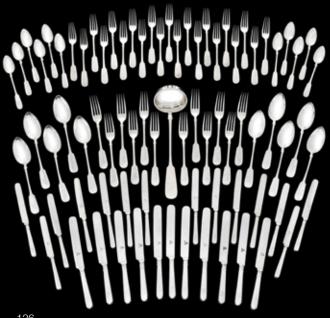
# 18th century

the exterior richly nielloed over gilt ground with the arms of Calvert and England alternating with architectural views, further enriched by a star to base and ropework rim, apparently unmarked <u>diameter: 14.1cm (5 9/16in).</u>

£3,000 - 5,000 US\$3,900 - 6,500 €3,500 - 5,800

The arms on the side of the bowl are those of the Calvert family in England who founded the Colony of Maryland bringing them enormous tobacco revenues and influence in America until the Revolution. It has been suggested that the bowl was acquired during Frederick, the 6th Lord Baltimore's visit to Russia when he was received by Empress Catherine II.

The state motto for Maryland has its origins in Italian, translating as 'Manly deeds, womanly words' and is slightly eclipsed by the naive transliteration of the English motto on the nearby arms of the United Kingdom 'Dieu et мои droite'.



126

# 127\* A PARCEL-GILT TROMPE L'OEIL TEA CADDY

Moscow, 1888, maker's marks in Cyrillic 'ISL' for unrecorded maker and "IS" for Ivan Saltykov

cube form with rounded upper section and circular neck, sides cast and chased to imitate birch bark woven as on a traditional container; cork stopper mounted with a silver-gilt top with a large oval pull ring on top and a circular silver-gilt panel on the bottom; possibly missing an original lid; *84 standard* 

9 x 9 x 10cm (3 1/2 x 3 1/2 x 4in).

£600 - 800 US\$780 - 1,000 €690 - 920

# Provenance

Collection of noble Russian family Gift from above to Josephine Warfield McMillan Wise (1877-1954), an American socialite and art patron, circa 1916 Thence by descent





#### A GROUP OF FIVE SILVER-GILT AND NIELLO BEAKERS

first: Moscow, 1838, maker's mark in Cyrillic 'AK'; second: Moscow, c. 1841, maker's mark in Cyrillic 'AK'; third: Moscow, 1836, partial maker's mark; forth: Moscow, 1842, maker's mark in Cyrillic 'AK'; fifth: Moscow, c. 1830s, maker's mark in Cyrillic 'PG'

conical form, the largest beaker decorated with two circular reserves featuring a monument to Minin and Pozharsky in Moscow and a neoclassical building, all within neo-classical arabesque in niello against stippled gilded ground, with later engraved dedication around the rim dated 28/IV/46; another beaker decorated with a galloping cavalry officer and a classical palace; two other beakers with topographical scenes and floral decorations; one beaker with continuous floral garland and scratched inscription along the rim in Georgian language; *all with 84 standard mark* (5)

largest beaker: height: 9.2cm (3 5/8in); diameter: 8.8cm (3 1/2in).

# £3,000 - 5,000 US\$3,900 - 6,500 €3,500 - 5,800

Provenance Private American collection

# 130\* A MONUMENTAL PARCEL-GILT AND CUT-GLASS BEVERAGE EWER

Second Artel, St. Petersburg, 1908-1917

slightly tapering cylindrical form, colourless glass body cut with vertical sections of alternating designs of snowflakes and horizontal lines, top fitted with a plain silver collar, hinged lid centred with a silver Russian rouble dating to Catherine the Great period, with a shell-shaped thumb piece and a plain silver scroll handle, *84 standard height: 31.7cm (12 1/2in)*.

£6,000 - 8,000 US\$7,800 - 10,000 €6,900 - 9,200

**Provenance** Private American collection

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

130

# TWO SILVER-GILT AND NIELLO SPOONS

Moscow, first: 1898-1908, makers mark in Cyrillic 'SKL'; second: 1880, maker's mark in Cyrillic 'AE'

round bowls on long twisted stems with bulbous finials, one decorated niello with a monument of Minin and Pozharsky on the Red square, the second is featuring Spasskaya Tower and Kremlin walls, both with small round reserves made for monogramming, one spoon in a fitted leather-bond case, *both marked with 84 standard* (2) *length of the longest spoon: 19cm (7 1/2in).* 

£2,000 - 4,000 US\$2,600 - 5,200 €2,300 - 4,600

**Provenance** Private American collection

132\*

# A SMALL SILVER-GILT AND ENAMEL VASE

Gustav Klingert, Moscow, 1891 formed as amphora with two angled handles, elevated on circular gilded stand; body decorated with arabesques and ornaments in varicoloured filigree enamel; rim, shoulders and bottom outlined with borders of blue dots, 84 standard height: 13.3cm (5 1/4in).

£2,000 - 4,000 US\$2,600 - 5,200 €2,300 - 4,600

133

# TWO SILVER-GILT AND ENAMEL KOVSHES

Maker's mark 'MC', Moscow, 1908-1917 each with lobed body and hook handle enriched with floral motifs in twisted wirework sections against stippled ground, *84 standard* (2) *length of largest: 13.5cm* (5 5/16*in*).

£2,000 - 3,000 US\$2,600 - 3,900 €2,300 - 3,500





# A PARCEL-GILT TROMPE L'OEIL TEA & COFFEE SET

retailed by Khlebnikov, made by Aleksandr Sokolov, St. Petersburg, 1884-1888

comprising: a large water kettle with twisted swing handle mounted on criss-cross stand with oil burner, covered two-handled sugar bowl, a cream jug, a baluster-shaped covered coffee pot and a teapot with insulating bands; chased to simulate bast weave and wood grain, with gilded interiors, 84 standard (7)

height of water kettle without handle: 21.6cm (8 1/2in).

£18,000 - 22,000 US\$23,000 - 28,000 €21,000 - 25,000

# Provenance

Collection of noble Russian family Gift from above to Josephine Warfield McMillan Wise (1877-1954), an American socialite and art patron, circa 1916 Thence by descent





Ahmet Muhtar Mollaoğlu, Turkish Ambassador to the Soviet Union in 1923-1924.

# 135\* AN IMPORTANT AND ELABORATE SILVER-GILT AND ENAMEL TEA AND COFFEE SERVICE

Pavel Ovchinnikov under Imperial Warrant, Moscow, 1908-1917, a few pieces with partial marks for a workmaster overstruck by firm's mark comprising: a tall teapot with a lid, a small teapot with a lid, sugar bowl with a lid, a creamer, a round bowl, an oval basket with a swing handle, sugar tongs, a sugar scoop, a lemon fork and a tea strainer; all decorated in varicoloured shaded filigree enamel of a very high guality and ornamental granulation around tea-shaped reserves; bodies of coffee and tea pots, creamer and sugar bowl are outlined with rows of reserves featuring elaborate subjects from mythology and Russian folklore: Samson and the lion, Sirin bird, galloping Pegasus, bird amidst branches of a fruit tree, a heraldic lion, eagles and swans; alternating with reserves of colourful stylized flowers, top and bottom with rows of fish scales in pastel colours; rims outlined with silver-gilt basket-woven border, handles and spouts enamelled with flower and foliage against gilded ground terminate with zoomorphic finials, lids enamelled with large rosettes and centred with conical finials, handles and lids are fitted with modern replacements as insulation rings; a bowl, a basket, and serving utensils are decorated en suite with floral motifs and small reserves outlined with granulation and borders of blue dots; 84 standard (10)

height of a coffee pot: 19.7cm (7 3/4in); length of the basket: 25cm (10in).

£90,000 - 120,000 US\$120,000 - 160,000 €100,000 - 140,000

#### Provenance

Acquired in Moscow by Ahmet Muhtar Mollaoğlu, Ambassador of the Republic of Turkey, 1923-1924 Thence by descent

Ahmet Muhtar Mollaoğlu, was a Turkish statesman and a professional diplomat during the Ottoman Empire. He began his professional foreign Service career in 1891 and served at the Embassy of Athens and Budapest, and later as a Turkish Ambassador in the USA. He was appointed as Ambassador of the new Republic of Turkey to the Soviet Union, and was stationed in Moscow in 1923-1924. It was during those two years that the present lot was most likely acquired.





# VARIOUS PROPERTIES

# 136\*

# HIGHLY IMPORTANT MONUMENTAL SILVER TEA KETTLE-ON-STAND AND A SERVING TRAY FROM A SERVICE MADE FOR GRAND DUCHESS EKATERINA MIKHAILOVNA

Francois-Désiré Froment-Meurice (1801-1855), France, around 1848-1851, with French export marks and Russian early 20th century import marks for foreign silver

comprising a very large fluted kettle embossed and chased with shaped reserves, shell motifs and foliage against textured net background, plain fluted silver collar applied with beaded monogram 'EM' under the Russian Imperial crown, shaped up-right handle cast and chased with clusters of garden flowers, delicately rendered grapevine leaves and scrolls, top of the handle outfitted with a modern replacement of the bone insulation band, slip-on domed lid decorated en suite and mounted with sculptural finial of two love birds amidst grapevine cluster; highly decorative stand modelled as intertwined and undulating grapevines with numerous clusters of hanging grapes and delicately chased leaves forming unusually lively and elaborate ornamental arrangement in Rococo revival style, centred with a removable circular fluted oil burner and a holder for burner cord; a monumental rectangular tray with shaped borders and a pair of scroll handles similarly decorated with highly sculptural band of flowers, clusters of grapes, rocaille motifs, and centred with a large engraved monogram 'EM' under the Russian Imperial crown against finely engraved geometric pattern within scrolled border, 88 standard (4) tray: 88.9 x 66.7cm (35 x 26 1/4in); height of kettle including handle: 40.6cm (16in).

£60,000 - 90,000 US\$78,000 - 120,000 €69.000 - 100.000

#### Provenance

Made for or acquired by Grand Duchess Ekaterina Mikhailovna (1827-1894) as part of eleven-piece silver tea service, circa 1850 Probably by descent from above to her daughter, Grand Duchess Elena Georgievna, Princess Saxe-Altenburg

Nationalised as part of Imperial family's belongings, transferred to Hermitage and de-accessioned for sale in late 1920s

Acquired by US State Senator Edward C. Finch during his trip to The Soviet Union in late 1920s

Sold by the wife of Senator E.C. Flinch to a private collector in San Francisco, circa 1940

Thence by descent to the present owner

#### Exhibited

Washington, DC., Hillwood Estate, Museum and Gardens, 17 February-30 December 2018, partially in conjunction with exhibition *The Artistic Table* 

Identification of the monogram and attribution of the service are based on the research by Dr. Wilfried Zeisler, Chief Curator of Hillwood Estate, Museum and Gardens, Washington, DC.

Dr. Zeisler identified the present kettle on stand and a tray as numbers 37 and 38 as part of a large eleven-piece silver tea service listed as part of the property transferred from the collection of princely family of Saxe-Altenburg into State Hermitage collection in 1922 (Archive of State Hermitage, Fund 1, opis V (part II), document 267, for year 1922, page 10).

Further for commissions completed by Francois-Désiré Froment-Meurice for the Russian nobility see: Wilfried Zeisler, "Les orfèvres parisiens au service de la Russie au 19e siècle" in Annie Charon, Bruno Delmas, and Armelle Le Goff, ed., La France et les Français en Russie au 19e siècle. Paris, Ecole nationales des Chartes, 2011: 313-339, p. 320, footnote 38.



Grand Duchess Ekaterina Mikhailovna (1827-1894), daughter of Grand Duke Mikhail Pavlovich and Grand Duchess Elena Pavlovna, granddaughter of Emperor Paul I

# A PRIVATE EUROPEAN COLLECTION

#### 137\*

#### A MALACHITE TAZZA

Imperial Lapidary Works, Ekaterinburg, c. 1830 the oval shallow bowl set upon spreading circular stem and supported on square stepped base *height: 35cm (13 3/4in).* 

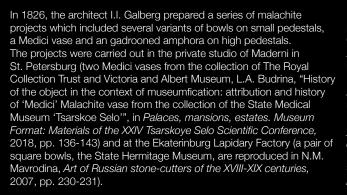
£20,000 - 30,000 US\$26,000 - 39,000 €23,000 - 35,000

#### Provenance

Galerie J. Kugel, Paris Private European Collection

#### Literature

J. Kugel, Treasures of the Czars: Russia & Europe from Peter the Great to Nicholas I, Paris, 1998, pl. 296



From the drawing for this series (RGIA, f. 468, op. 12, d. 1038, p. 650) a round bowl was produced and sent as a gift to the Duke of Wellington in 1826 (Stratfield Saye House, N. Guseva, O. Suchov, "Diplomatic gifts from Tsar Nicholas I of Russia to the Duke of Wellington", in *Apollo*, January 2001, pp. 34-40). The proportions of this subject and the complex shape of the bowl fully corresponds to the pattern of the oval example. The nature of the mosaic set with small fragments of pleated (dark radiant) malachite, the use of talcchlorite as the base for the mosaic, as well as the shape and size of the object allow us to attribute it to the Ekaterinburg Lapidary Works of the 1830s.

We are grateful to Dr Ludmila Budrina for assistance in cataloguing this lot.



(detail)

В 1826 г. архитектор И.И. Гальберг подготовил серию проектов произведений из малахита, включавших несколько вариантов чаш на небольших пьедесталах, вазу Медичи и амфоровидную ложчатую вазы на высоких пьедесталах. Работы по проектам выполнялись в частном ателье Мадерни в Петербурге (две вазы Медичи из коллекции The Royal Collection Trust и Victoria and Albert Museum, Л.А. Будрина, «История предмета в контексте музеефикации: атрибуция и история бытования малахитовой вазы "медичи" из коллекции ГМЗ 'Царское село'", в *Дворцы, особняки, усадьбы. Музейный формат: материалы XXIV Царскосельской* научной конференции, 2018, с. 136-143) и на Екатеринбургской гранильной фабрике (пара квадратных чаш, Государственный Эрмитаж, воспроизведены в Н.М. Мавродина, Искусство русских камнерезов XVIII-XIX веков, 2007, с. 230-231).

По эскизу из этой серии (РГИА, ф. 468, оп.12, д. 1038, л. 650) была исполнена круглая чаша, отправленная в подарок герцогу Веллингтонскому в 1826 г. (Stratfield Saye House, N. Guseva, O. Suchov, «Diplomatic gifts from Tsar Nicholas I of Russia to the Duke of Wellington», in Apollo, January 2001, pp. 34-40). Пропорции этого предмета, сложная форма чаши полностью соответствуют рисунку овальной чаши. Характер мозаичного набора с небольшими фрагментами плиссового (темного лучистого) малахита, использование в качестве основы для мозаики талькохлорита, форма и размер предмета позволяют отнести его к произведениям Екатеринбургской гранильной фабрики 1830-х годов.

Мы благодарны Людмиле Будриной за помощь в описании данного лота.



#### A PAIR OF KALGAN JASPER VASES

Imperial Lapidary Workshop, Ekaterinburg, circa 1860s-1870s of Medici form, with finely carved acanthus leaves tapering to gadrooned section above spreading fluted stems supported by square bases height: 38cm (14 15/16in).

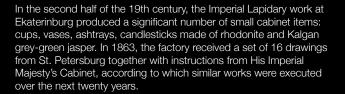
# £70,000 - 90,000 US\$91,000 - 120,000 €81,000 - 100,000

# Provenance

Galerie J. Kugel, Paris Christie's, Paris, *Une Americaine a Paris: Un Pied-a-terre par Francois Catroux*, 11 October 2006, lot 17 Sotheby's, London, 27 November 2007, lot 480 Private European Collection

# Literature

J. Kugel, Treasures of the Czars: Russia & Europe from Peter the Great to Nicholas I, Paris, 1998, pl. 293



The drawing, marked with the letter "F" (GASO, f.86, op. 1., d. 860, p. 30), is a design for a small Medici vase in Kalgan jasper, with gadrooneda ornament on the base and one row of vertical acanthus leaves on the main body. The new version of the design differs from the 1830's workshop executed design by I.I. Galberg (a vase in the State Hermitage Museum, reproduced in N.M. Mavrodina, *The art of Russian stone-cutters of the XVIII-XIX centuries*, 2007, pp. 238-239) by the absence of handles and more concise interpretation of acanthus on the body. From this drawing, two pairs of vases were created in Ekaterinburg in 1863: in 1864-1868 and in 1869-1874. Perhaps one of the pairs was in the palace of the Yekaterinburg Cutting Factory of 1865-1878", in *the University Scientific Journal*, no. 16, 2015, p. 128).

We are grateful to Dr Ludmila Budrina for assistance in cataloguing this lot.



Drawing of Medici vase, 1863 Courtesy of State Archive of Sverdlovsk Region (GASO, f. 86, op. 1, d. 860, l. 30.)

Во второй половине XIX в. Императорская Екатеринбургская гранильная фабрика производит значительной число небольших кабинетных предметов: чашечек, ваз, пепельниц, подсвечников из орлеца и калканской серо-зеленой яшмы. В 1863 г. на фабрику вместе с предписанием Кабинета Его Императорского величества поступил из Петербурга комплект из 16 чертежей, по которым в течение следующих двадцати лет были исполнены подобные произведения.

Рисунок, замаркированный буквой «F» (ГАСО, ф.86, оп. 1., д. 860, л. 30), представляет проект небольшой вазы Медичи из калканской яшмы, с ложчатым основанием тулова и одним рядом вертикальных акантовых листьев на основном объеме. От исполненного на фабрике в 1830-х годах проекта И.И. Гальберга (ваза в Государственном Эрмитаже, воспроизведена в Н.М. Мавродина, Искусство русских камнерезов XVIII-XIX веков, 2007, с. 238-239) новый вариант отличается отсутствием ручек и более лаконичной трактовкой аканта на тулове. По этому рисунку 1863 г. в Екатеринбурге были созданы две пары ваз: в 1864-1868 и в 1869-1874. Возможно, одна из пар находилась во дворце Великого князя Владимира Александровича (Н.В. Боровкова, «Произведения Екатеринбургской гранильной фабрики 1865-1878 годов», в Университетский научный журнал, № 16, 2015, с. 128).

Мы благодарим Людмилу Будрину за помощь в описании данного лота.





# 139<sup>\*</sup> A STEEL PERFUME BURNER

Tula, circa 1800 the cylindrical openwork body and pierced hinged lid enriched with faceted simulated gems, pellet and applied garland motifs, surmounted by urn knop, fitted with carved wooden handle, raised on three cabriole legs, each terminating in trefoil foot *length: 24.4cm (9 5/8in).* 

# £20,000 - 30,000 US\$26,000 - 39,000 €23,000 - 35,000

# Provenance

Jeremy Ltd, London Private European Collection

For similar examples in the State Historical Museum, Moscow, see L. Dementieva, *18th to 19th century Tula Artistic Steel*, Moscow 2015, pl. 112-116, pp. 284-287.

# 140\*

# A STEEL JEWEL CASKET

Tula, circa 1810

shaped ovoid tapering to a stepped square base supported on four compressed bun feet, the sides applied with parcel-gilt floral garlands and gilt tooling, the hinged dome cover opening to reveal mirror and decorated en-suite, the body flanked and surmounted by swing handles *height: 22cm (8 11/16in).* 

# £20,000 - 30,000 US\$26,000 - 39,000 €23,000 - 35,000

#### Provenance

Sotheby's, London, 26 November 2008, lot 123 Private European Collection

For a similar form in the State Historical Museum, Moscow, see гим 57892 мж 1585 illustrated in L. Dementieva et.al., *18th to 19th century Tula Artistic Steel*, Moscow, 2015, pl. 196, p. 396. The Imperial Arms Factory, founded in 1712 by Peter the Great in Tula, was established to supply military weaponry. In the eighteenth century, steel articles created by Tula gunsmiths, who primarily supplied the state's fluctuating demand for arms, evolved into a distinctive luxury industry furnishing objects to the rarefied interiors of Pavlovsk Palace from 1786. Catherine the Great patronised yearly Tula Fairs held at Tsarskoe Selo and gifted richly decorated objects to foreign dignitaries, serving to spread the taste for burnished and blued steel with simulated faceted gems, studs and applied gilt foliage afforded by only the wealthiest collectors.

Princess Dashkova, a leading supporter of Catherine the Great, introduced the technique to an English visitor, Martha Wilmot, who lived with the princess from 1803-1808 and likened Tula to Birmingham as a centre for the manufacture of iron. Martha wrote to her parents in 1806: 'Have you found out that the Curiosity from Tula, is a machine for perfurning the rooms! Charcoal is placed in it, & perfumes burn'd, which fume through the Suites of apartments, as the little machine is whisk'd about .. Its office I suppose will now be to lie quietly on the steel chimneypiece, to match which K is to take over a pair of steel Candlesticks, of Tula manufacture likewise' ('The Marchioness of Londonderry and H.M. Hyde,' *The Russian Journals of Martha and Catherine Wilmot - 1803-1808*, London, 1934, p. 273).

The technique is finely represented with a group of objects from a private European collection. The publication of a catalogue to accompany the 2015 exhibition at the State Historical Museum in Moscow adds further scholarship and provides illustrated examples of similar items that provide broader context for the proposed items.





# 141\* A STEEL CANDLESTICK

Tula, circa 1800 the vase and stem enriched with floral garlands and gilding, the square base with entwined ribbon border of silver and gilt metal height: 19.1 (7 1/2in).

# £7,000 - 10,000 US\$9,100 - 13,000 <u>€8,1</u>00 - 12,000

# Provenance

Jeremy Ltd, London Private European Collection

For a pair similarly decorated see Sotheby's, New York, *Property from the Collections of Lily & Edmond J. Safra,* 3 November 2005, lot 96.

Comparable candlesticks are published in M. Malchenko, *Art Objects in Steel by Tula Craftsmen*, Leningrad, 1974, pl. 68 and L. Dementieva ed., *18th to 19th century Tula Artistic Steel*, Moscow, 2015, pl. 101, p. 273.

# 142\*

# A RUSSIAN PARCEL-GILT SILVER AND NIELLO CUP

Russia, late 17th century

circular, the chased surface with stylised birds on fruiting branches, further enriched with nielloed scrolling motifs, raised upon three claw and ball feet mounted to applied tulips, with palace style inventory and further red numbers underside height: 10.5cm (4 1/8in).

# £10,000 - 15,000 US\$13,000 - 19,000 €12,000 - 17,000

# Provenance

Private Collection, France Christie's, 2 June 2014, lot 384 Private European Collection

The niello technique was introduced to the Kremlin Armoury by Turkish and Persian craftsmen. By the late 17th century, Western print prototypes were incorporated into the foliate and animalistic decoration that was to become characteristic of Russian niello output. For similarly dated examples of cups on ball feet, please see A. Odom, *Russian Silver in America: Surviving the Melting Pot*, London, 2011, pp. 52-53. Another example from the Winter Palace is preserved in the Hermitage Museum in St. Petersburg (inv. no. *ЭPO-6908*).



# VARIOUS PROPERTIES

143\*

# A BRONZE FIGURE OF TSAREVICH ALEKSEI

cast by K. Woerfel, St. Petersburg, after a model by A. Adamson realistically cast of a full-figure standing four-year old Tsarevich Aleksei Nikolaeveich (1904-1918), wearing traditional Russian peasant embroidered shirt, cropped pants and a fir-trimmed hat, after a wellknown portrait by Konstantin Makovsky (1839-1915), elevated on a square pedestal; with dark brown patina and golden highlights on the face and clothing; *marked on the base and pedestal height: 44cm* (17 1/4in).

### £20,000 - 30,000 US\$26,000 - 39,000 €23,000 - 35,000

# 144

# A BRONZE GROUP OF A HUNTER WITH LION CUBS

after the model by E. Lancere, cast by the Chopin Foundry signed in the bronze, with Ministry of Finance stamp, 1879 *height: 49cm (19 5/16in).; length of base: 37cm (14 9/16in).* 

£8,000 - 10,000 US\$10,000 - 13,000 €9,200 - 12,000



143



# A GROUP OF SEVEN PORCELAIN PLATES FROM THE KREMLIN SERVICE

Imperial Porcelain Factory, period of Emperor Nicholas I comprising: three soup plates and four dinner plates; all centred with an ornate gilt flowerhead, cavetto outlined with ornamental border painted in red, green and blue; the border with brightly coloured geometric and Russian Style strapwork in shades of iron red, emerald green, and lapis blue alternating with the Imperial Russian state coat-of-arms within a circular cartouche, *with blue Imperial cypher of Nicholas I, six plates with inventory numbers probably relating to palace inventory lists: Okhr 21431, 21644, 21617, 21447, 21557, 21400 (*7)

diameters: 24.8 and 24cm (9 3/4 and 9 1/2in).

# £15,000 - 25,000 US\$19,000 - 32,000 €17,000 - 29,000

#### Provenance

Acquired by the present collector at Sotheby's, New York, 26 April 2006 - 28 April 2006, lot 384

# 146\*

# A PORCELAIN PLATE FORM A CABINET SERVICE

Imperial Porcelain Factory, period of Emperor Paul circular, with scalloped rim, centring a cartouche painted with the view of the ruins at the Temple of Junon, the border with a continuous garland of purple and blue field flowers on a gilt ground, underside inscribed 'Ruines du Temple de Junon, aujourd hui Eglise des: Angle in Pescheria", marked with blue underglaze monogram of Emperor Paul diameter: 23.8cm (9 3/8in).

£4,000 - 6,000 US\$5,200 - 7,800 €4,60<u>0 - 6,900</u>



146

#### A PAIR OF PORCELAIN TOPOGRAPHICAL PLATES

Imperial Porcelain Factory, St. Petersburg, period of Nicholas II, one dated 1913 each rim with gilt frieze against terra cotta ground centred by the Imperial state seal, one cavetto painted with view of Kamennyi Island Palace after Shchedrin, the reverse dated 1913 and impressed 12; together with another centred by general view of the Embankment with visible repair (2) *diameter of largest 23.7 cm (9 5/16 in).* 

#### £6,000 - 8,000 US\$7,800 - 10,000 €6,900 - 9,200

Provenance

Sotheby's, 8 October 1998, lot 1157, according to affixed label



148\*

#### A SÈVRES BISCUIT PORTRAIT BUST OF EMPEROR ALEXANDER I

Sèvres Factory, after a model by Louis Simon Boizot, c. 1808, the rear of the truncation incised O.G; A.B.30; J.B. 9. 8 No 2., impressed 'SEVRES' and with a cypher below, the beau bleu socle with iron-red M. Imple de Sevres

the young Emperor Alexander I in uniform and wearing the sash and star of the Order of St. Andrew First Called and the cross and order of St. George, Fourth Class (awarded in 1808), truncated at the shoulders, raised on a beau bleu socle enriched in gilt height overall: 35cm (13 7/8in).

£3,000 - 5,000 US\$3,900 - 6,500 €3,500 - 5,800

#### Provenance

Private American collection

First created in 1807 by Louis Simon Boizot, the sculptor responsible for this particular model was probably Alexander Brachard, who was paid in march 1808 for producing a bust of Alexander. During the signing of Tilzit Treaty on July 7th 1807 lavish gifts were exchanged between French and Russian Emperors. The Sèvres factory records list Boizot as providing a design of a bust of Alexander I to be produced in porcelain after a miniature bust of the emperor in marble.

For identical examples previously sold see: Sotheby's, 17 April 2012, lot 129, and Christie's, 20 October 2006, lot 728.



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





#### 149\* A GROUP OF THREE PORCELAIN PLATES

Kornilov Factory, St. Petersburg, late 19th - early 20th century

circular, each decorated differently, all featuring printed Russian designs imitating traditional embroidery, wood carvings or popular graphic design; all marked underside with printed factory's marks, two plates with factory's export marks (3) *diameter: 20.3cm (8in).* 

£1,200 - 1,800 US\$1,600 - 2,300 €1,400 - 2,100

#### 150\*

# A GROUP OF FOUR PORCELAIN PLATES WITH NEO-RUSSIAN DESIGN

Kornilov Factory, St. Petersburg, early 20th century, with factory's export mark circular plates of two sizes for dinner and dessert, each decorated with printed rectangular blocks featuring traditional Russian geometric designs, the reverses stamped "JHV/Made in Russia/by Kornilow Bros" with red series number (4) *diameter of dinner plate 24.1cm (9 1/2in); diameter of dessert plate: 20.9cm (8 1/4in).* 

#### £2,000 - 4,000 US\$2,600 - 5,200 €2,300 - 4,600

The majority of the factory's production marked with export mark was for export to North America where the company struck distribution agreements with leading retailers such as Tiffany in New York, Bailey Banks & Biddle Co in Philadelphia, Shreve & Company in San Francisco, Jaccard Jewelry Co in Kansas City.

#### 151\* A PORCELAIN TEA-SERVICE

Kornilov Factory, St. Petersburg, 1880s, printed marks

Comprising a covered teapot, a covered sugar bowl, a creamer, a waste bowl, twelve cups and saucers; each decorated with printed green floral clusters, with gilded scrolls around rims, lids on a teapot and sugar bowl with sculpted rose-shaped finials, each marked under base with green overglaze factory mark (28) height of teapot: 16.5cm (6½ in).

#### £6,000 - 8,000 US\$7,800 - 10,000 €6,900 - 9,200

#### Provenance

Acquired by the present collector at Christie's, New York, 24 April, 2006, lot 221





#### A PORCELAIN EASTER EGG

after design by Osip Chirikov, Imperial Porcelain Factory, St. Petersburg, c. 1890

central reserve finely painted with standing figure of Saint Alexander Nevsky highlighted with gold pigment with city of Vladimir in background, encircled by strapwork band, reverse with cross against pink ground height: 11.5cm (4 1/2in).

£1,500 - 2,000 US\$1,900 - 2,600 €1,700 - 2,300

#### Provenance

Acquired in Russia in the 1950s by a foreign diplomat Then by direct descent

For similar examples, please see Tamara Kudriavtseva and Harold A. Whitbeck, *Russian Imperial Easter Eggs*, Merrell, London, 2001, p. 194.

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

## 152

## A SOVIET PORCELAIN CUP AND SAUCER

State Porcelain Manufactory, 1922

the tapering cup with twist handle and saucer painted with loose floral motifs, the cup underside numbered 256/14 with Imperial cypher for Alexander III period and effaced date mark, additional blue state factory hammer, sickle and cog mark dated 1922, the saucer underside numbered 256/4 with Alexander III cypher dated 89 and 1922 factory mark as before

diameter of saucer: 14.6cm (5 3/4in).

153

£2,000 - 3,000 US\$2,600 - 3,900 €2,300 - 3,500 154\*

#### A MONUMENTAL PORCELAIN VASE

Imperial Porcelain Factory, St. Petersburg, period of Alexander III, probably after a model by August Spiess

in three parts, central section of baluster form, upper part with slender neck terminating in circular opening, tapering bottom section with spreading circular foot; body applied with sculptural handles shaped as Minerva's heads wearing winged helmets and framed with palm leaves, descending clusters of grapes and stalks of wheat; neck with high relief classical border; pedestal with applied laurel swags and acanthus leaves; *underside marked with crowned green monogram of Alexander III and partial date height:* 65.8cm (25 3/4in).

#### £18,000 - 22,000 US\$23,000 - 28,000 €21,000 - 25,000

#### Provenance

Private American collection

For additional information on August Karl Spiess (1817-1904) and his deigns for the porcelain vases executed at the Imperial Porcelain Factory, see Ekaterina Khmelnitskaya, *August Spiess and the Imperial Porcelain Factory*, Moscow, 2012, pp. 32-115.



Русский художественный фарфор. Сборник под ред-й Э.Голлербаха и М.Фармаковского, Ленинград, 1924, илл. рядом со стр. 116 Present or identical vase illustrated in the collection of Porcelain Museum at the Lomonosov Porcelain Factory in 1924 (upper right corner).





A PAIR OF RUSSIAN TROMPE-L'OEIL ARMCHAIRS after Vasili Petrovich Shutov, circa 1900 in chiselled wood, each rail carved with the adage «тише едешь, дальше будешь» ("the slower you go, the faster you'll arrive"), the armrests formed as axes, the seat with a pair of gloves and the back as a stylised balalaika

height of tallest: 95.5cm (37 5/8in). (2)

#### £3,000 - 5,000

US\$3,900 - 6,500 €3,500 - 5,800

#### Provenance

Private collection, England Acquired in the 1930's, then by descent

The form derives from Russian folk furniture and was originally produced by Vasili Shutov (1826-1887) in 1870 for the All-Russian Manufacturing Exhibition in St. Petersburg. His iconic design came to embody the nostalgic Russian style, so appreciated by Emperor Alexander III, and remained popular for decades.



155

#### 156\*

#### A TERRACOTTA BUST OF EMPEROR ALEXANDER II

executed by Romuald Giedroyć, with painted inventory number 66.72.71 under base original sculptor's model, signed on the right edge, modelled as a bust-length figure of Emperor Alexander II (1818-1881) wearing the greatcoat and cap of the Imperial Chevalier Guards Regiment height: 47cm (18 1/2in).

#### £4,000 - 6,000 US\$5,200 - 7,800 €4,600 - 6,900

The bust is modelled after a portrait of Emperor Alexander II painted by anonymous artist around 1888, now in the collection of the State Hermitage Museum, St. Petersburg. This likeness of the Emperor was popularized by a period photograph showing him in a furtrimmed overcoat and a regimental cap.

#### Provenance

Hammer Galleries, New York, until 1949 Purchased from the above in February 1949 by India Early Minshall (1885-1965), Cleveland; Hammer Galleries certificate lists the present lot as number 1

157

Bequeathed by the above to the Western Reserve Historical Society, Cleveland, 1965 Sold on behalf of the above, at Christie's, New York, 12 April 1988, lot 21

Acquired at the above sale by a private American collector

Doyle, New York, 31 October 2018, lot 124 Acquired from above by the present owner

Mrs Minshall and her husband Thaddeus, founder of the Pocahontas Oil Company, developed a keen interest in Imperial Russian history and amassed one of the largest collection of Russian Imperial art and memorabilia in America. After her husband's death, Mrs Minshall began collecting Russian works of art, purchasing much of her collection from Hammer Galleries and A La Vieille Russie in New York. In 1965, Mrs Minshall donated her collection, which included more than 70 objects by Fabergé to both the Cleveland Museum of Art and to the Western Reserve Historical Society in Cleveland.

#### 157 A BRONZE GROUP OF A COUPLE ON

HORSEBACK cast by C.F. Woerffel after an 1877 model by Vasily Grachev (1831 - 1905) on an oval naturalistic base, signed in Cyrillic with Woerffel foundry mark height: 24cm (9 7/16 in).

£2,000 - 3,000 US\$2,600 - 3,900 €2,300 - 3,500



Popular period photograph of Emperor Alexander II by S. Levitsky. The present terracotta bust is based on that photograph.



159\*

# A SMALL DEVOTIONAL HANGING ICON OF APOSTLE PETER IN SILVER AND ENAMEL FRAME

Grigorii Pankrat'ev, St. Petersburg, 1908-1917

oval form, realistically painted in oil on metal with three-quarter length image of Apostle Peter wearing turquoise robe, light brown wrap and holding a scroll; uncased in a silver and varicoloured enamel frame with four red crosses and continuous garland; with suspension loop on top, *88 standard length without loop: 8.6cm (3 3/8in).* 

£600 - 900 US\$1,300 - 1,900 €1,200 - 1,700

**Provenance** Private collection, San Francisco



160

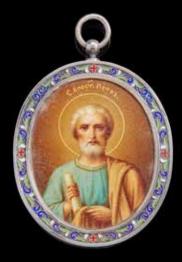
#### 158\* A SILVER AND ENAMEL ICON OF CHRIST PANTOCRATOR

Fabergé under Imperial Warrant, Moscow, before 1898, with scratched inventory number 11875

rectangular form, traditionally painted in tempera on wood with gild highlights, covered with silver and enamel *oklad* decorated in cloisonné enamel with continuous garland of white, red and green flowers against stippled ground, in original fitted case, *84 standard* 6.7 x 5.7cm (2 5/8 x 2 1/4in).

£4,000 - 6,000 US\$5,200 - 7,800 €4,600 - 6,900

**Provenance** Private collection, San Francisco



159

#### 160 ST NICHOLAS

Russia, early 20th century realistically painted, in repoussé, chased and engraved parcel-gilt filigree oklad, bearing maker's mark in Cyrillic 'NG', *84 standard 16 x 10 cm (6 5/16 x 3 15/16in).* 

£3,000 - 5,000 US\$3,900 - 6,500 €3,500 - 5,800

#### 161 ST NICHOLAS THE WONDERWORKER

the painting of the Saint in ochre colours with gold-tone highlights, Old Believer, 2nd half 19th century; with silvergilt polychrome cloisonné enamel oklad, Cyrillic 'Ya.M' for Yaroslav Meshukov, 1895, Moscow, 84 standard 31 x 26.5cm (12 3/16 x 107/16in).

£10,000 - 12,000 US\$13,000 - 16,000 €12,000 - 14,000



161



162

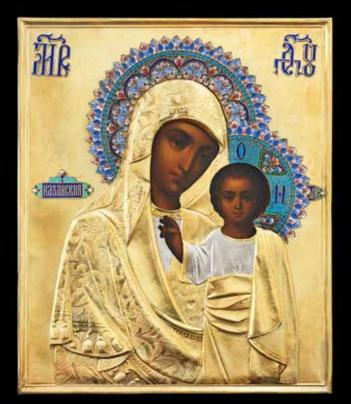
#### THE MOTHER OF GOD OF KAZAN

Russia, early 20th century realistically painted, in repoussé, chased and engraved parcel-gilt oklad with champlevé name initials and captions, maker's mark in Cyrillic 'SG', 84 standard 26.5 x 22cm (10 7/16 x 8 11/16 in).

£5,000 - 7,000 US\$6,500 - 9,100 €5,800 - 8,100

162





163 THE MOTHER OF GOD OF KAZAN

Morozov, maker's mark in Cyrillic 'I.G.', St. Petersburg, 1908-1917 realistically painted, in repoussé, chased and engraved parcel-gilt oklad

26.5 x 22cm (10 7/16 x 8 11/16 in).

£5,000 - 7,000 US\$6,500 - 9,100 €5,800 - 8,100

#### 164 The mother of god of kazan

maker's mark in Cyrillic 'SG', Moscow, circa 1908-1917 realistically painted, in repoussé, chased and engraved parcel-gilt oklad with shaded cloisonné enamel haloes, with champlevé name initials and captions, 84 standard  $26.5 \times 22cm$  (10 7/16 x 8 11/16 in).

£5,000 - 7,000 US\$6,500 - 9,100 €5,800 - 8,100

## 165 BEHOLD THE MAN (CHRIST CROWN OF THORNS) maker's mark in Cyrillic 'SHYA', Moscow, 1896

realistically painted in engraved parcel-gilt oklad in original wooden kiot embellished with two chariote and two rhodonite stones, with inscription on verso "this icon was created and consecrated in the Russian Monastery of St. Panteleimon at Athos", 84 standard in kiot: 35 x 29 cm ( 13 3/4 x 11 7/16 in).

£6,000 - 8,000 US\$7,800 - 10,000 €6,900 - 9,200





#### 166

166 THE MOTHER OF GOD OF TIKHVIN Possibly, Yaroslavl, late 19th century

finely painted in late 19th century in strong colours in gilt textile embroidered oklad; Mother's halo and robe of Christ with seed pearl vestments embellished with translucent stones in glazed kiot in kiot: 34.5 x 30cm (13 9/16 x 11 13/16in).

£3,000 - 5,000 US\$3,900 - 6,500 €3,500 - 5,800



167 (one out of three)

168\*

#### ST JOHN THE THEOLOGIAN IN SILENCE

Possibly Mstera, late 18th century finely painted on gold ground, an angel shown whispering the Gospel into the Apostle's ear with St. Nicholas and Angel on the borders  $40 \times 35 cm$  (15 3/4 x 13 3/4in).

£1,500 - 2,000 US\$1,900 - 2,600 €1,700 - 2,300

**Provenance** Private collection, Australia



#### 167

#### THREE ICONS OF THE MOTHER OF GOD

consisting of: the Mother of God of Iver, traditionally painted in strong colours, in a chased and engraved silver oklad,  $9 \times 7.5cm$  ( $3 \ 9/16 \times 2 \ 15/16in$ ).; the Mother of God of Smolensk, traditionally painted in strong colours on gilt ground, the borders with the Twelve Apostles,  $13 \times 10.5cm$  ( $5 \ 1/8 \times 4 \ 1/8in$ ).; the Mother of God of Vladimir, second half 18th century, traditionally painted in sombre colours,  $31 \times 27cm$  ( $12 \ 3/16 \times 10 \ 5/8in$ ). (3)

£800 - 1,000 US\$1,000 - 1,300 €920 - 1,200



168

#### 169 THE MOTHER OF GOD OF VLADIMIR

Russia, late 18th century traditionally painted in strong colours in repoussé chased and engraved late 19th century gilt-metal oklad 32 x 27.5 cm (12 5/8 x 10 13/16 in).

£1,000 - 1,200 US\$1,300 - 1,600 €1,200 - 1,400

#### Provenance

Acquired by the family of the present owner by 1923 Thence by descent to a private English collection

## 170\*

**MANDYLION** Russia, early 19th century traditionally painted, the Saviour's head surrounded with a wide gilded halo tempera on wood with gilding 31.4 x 26cm (12 3/8 x 10 1/4in).

£1,500 - 2,000 US\$1,900 - 2,600 €1,700 - 2,300

Exhibited On loan to Dallas Museum of Fine Art, Dallas, Texas, until spring 2019

**Provenance** Private collection, Virginia



170



171\* THE BIRTH OF MOTHER OF GOD

Veneto-Cretan, 17-18th century finely painted in saturated colours of red, green, ochra-brown and grey with rich gilded details and background  $43.8 \times 33 cm (17 \ 1/4 \times 13 in)$ .

£3,000 - 5,000 US\$3,900 - 6,500 €3,500 - 5,800

**Provenance** Private collection, Virginia

Exhibited On loan to Dallas



#### THE RESURRECTION AND MAJOR FEASTS

Vladimir region, second part of 19th century finely painted in strong colours; Christ in centre surrounded by narrative scenes from Old and New Testament 58 x 48 cm (22 13/16 x 18 7/8 in).

£4,000 - 6,000 US\$5,200 - 7,800 €4,600 - 6,900



173

173 RELICS OF SAINT SPYRIDON, BISHOP OF TRIMYTHOUS WITH SCENES OF HIS LIFE Greek second part of 17th century

Greek, second part of 17th century traditionally painted in strong colours on gilt ground  $62.5 \times 50.5 \text{ cm}$  (24 5/8 x 19 7/8 in).

£1,500 - 2,000 US\$1,900 - 2,600 €1,700 - 2,300

END OF SALE

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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 *Lot* or 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 Buver's Agreement.

#### Alterations

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

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

#### 4. CONDUCT OF THE SALE

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

#### 5. BIDDING

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

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

We may also request a financial reference and /or deposit from you before allowing you to bid.

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

#### **Bidding in person**

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

#### **Bidding by telephone**

If you wish to bid at the Sale by telephone, and have preregistered to bid or have updated your existing registration details recently, please complete a Registration and Bidding Form, which is available from our offices or in the Catalogue. Please then return it to the office responsible for the Sale at least 24 hours in advance of the Sale. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service offered at no additional charge and may not be available in relation to all *Lots*. We will not be responsible for bidding on your behalf if you are unavailable at the time of the Sale or if the telephone connection is interrupted during bidding. Please contact us for further details.

#### Bidding by post or fax

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

#### Bidding via the internet

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

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

#### Bidding through an agent

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

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

Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact) will be jointly and severally liable with the principal to the *Seller* and to *Bonhams* under any contract resulting from the acceptance of a bid.

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

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

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

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

Under the Buyer's Agreement, a premium (the Buyer's Premium) is payable to us by the Buyer in accordance with the terms of the Buyer's Agreement and at rates set out below, calculated by reference to the Hammer Price and payable in addition to it.

For this Sale the following rates of *Buyer's Premium* will be payable by *Buyers* on each *Lot* purchased:

27.5% up to £2,500 of the Hammer Price 25% of the Hammer Price above £2,500 and up to £300,000 20% of the Hammer Price above £300,000 and up to £3,000,000 13.9% of the Hammer Price above £3,000,000

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

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

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

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

Hammer Price	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%

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

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

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

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

#### 9. PAYMENT

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

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

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

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

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

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

Sterling personal cheque drawn on a UK branch of a bank or building society: all cheques must be cleared before you can collect your purchases and should be made payable to Bonhams 1793 Limited.

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

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

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

Credit cards issued in the name of the *Buyer* (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only). There is a  $\pounds5,000$  limit on payment value if payment is made in person using Chip & Pin verification.

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

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

We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any *Lot* at our discretion while we complete our investigations, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Sale* rould be unlawful or otherwise to *Bonhams*' reputation.

#### 10. COLLECTION AND STORAGE

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

#### 11. SHIPPING

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

#### 12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licensing arrangements can be found on the ACE website http://www.artscouncil.org.uk/ what-we-do/supporting-museums/cultural-property/exportcontrols/export-licensing/ or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or

any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

#### 13. CITES REGULATIONS

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

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

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

#### 14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist Stamp or Book Sales only) and 10 of the Buver'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**

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

#### 18. FURNITURE

#### **Upholstered Furniture**

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

#### 19. JEWELLERY

#### Gemstones

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

#### Estimated Weights

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

#### Signatures

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

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

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

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

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

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

#### 20. PHOTOGRAPHS

#### Explanation of Catalogue Terms

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

#### 21. PICTURES

#### Explanation of Catalogue Terms

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

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

#### 22. PORCELAIN AND GLASS

#### Damage and Restoration

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

#### 23. VEHICLES

#### The Veteran Car Club of Great Britain

#### **Dating Plates and Certificates**

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

#### 24. WINE

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

#### Examining the wines

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

It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the *Catalogue* where necessary. You should make proper allowance for variations in ullege 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  $\Delta$ . 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:

meanings:	
CB – Château bottled	1.1
DB – Domaine bottled	
EstB – Estate bottled	
BB – Bordeaux bottled	
BE – Belgian bottled	1.2
FB – French bottled	
GB – German bottled	
OB – Oporto bottled	
UK – United Kingdom bottled	
owc- original wooden case	
iwc - individual wooden case	
oc – original carton	
	1.3

#### SYMBOLS

#### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Δ Wines lying in Bond.
- AR An Additional Premium will be payable to us by the Buyer to cover our Expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
   2.1
- ▲ 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 on Bonhams' website, and/or by oral announcements before and during the Sale at the Sale venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

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

#### THE CONTRACT

1

2

- These terms and the relevant terms for *Bidders* and *Buyers* in the *Notice to Bidders* govern the *Contract* for *Sale* of the *Lot* by the *Seller* to the *Buyer*.
- .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.
- .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.

#### SELLER'S UNDERTAKINGS

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

#### DESCRIPTIONS OF THE LOT

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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, the remainder of which *Entry* merely sets out (on the *Seller's* behalf) *Bonhams'* opinion about the *Lot* and which is not part of the *Contractual Description* upon which the *Lot* is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.

3.2 Except as provided in paragraph 2.1.5, the Seller does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been Bonhams. No such Description or Estimate is incorporated into this Contract for Sale.

#### 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 after 7 days from the day upon which it is knocked down to you on the fall of the Auctioneer's hammer in respect of the Lot, or upon collection of the Lot if earlier. The Seller will not be responsible thereafter for the Lot prior to you collecting it from Bonhams or the Storage Contractor, with whom you have separate contract(s) as Buyer. You will indemnify the Seller and keep the Seller fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the Lot beyond 7 days from the day of the fall of the Auctioneer's hammer until you obtain full title to it.
- 5.2 Title to the Lot remains in and is retained by the Seller until 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 in full any sums due in accordance with this paragraph, the *Seller* will have the rights set out in paragraph 8 below.

#### COLLECTION OF THE LOT

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- 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 should note that *Bonhams* has reserved the right not to release the *Lot* to you until its investigations under paragraph 3.11 of the Buyers' agreement set out in Appendix 2 have been completed to *Bonhams*' satisfaction.
- 7.4 You will collect and remove the Lot at your own expense from Bonhams' custody and/ or control or from the Storage Contractor's custody in accordance with Bonhams' instructions or requirements.
- 7.5 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 7.6 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the Seller if you do not remove the Lot in accordance with this paragraph 7 and will indemnify the Seller against all charges, costs, including any legal costs and fees, expenses and losses suffered by the Seller by reason of your failure to remove the Lot including any charges due under any Storage Contract. All such sums due to the Seller will be payable on demand.

#### 8 FAILURE TO PAY FOR THE LOT

- 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 three months' written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such Sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and
- 8.1.10 so long as such goods remain in the possession of the Seller or Bonhams as its 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;
- 933 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 liability or excluding or restricting any person's liability or excluding the septect 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 labe 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 and to any subsidiary of Bonhams Holdings Limited and to its officers, employees and agents.
- 10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.
- 10.8 In the *Contract for Sale* "including" means "including, without limitation".
- 10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.
- 10.12 Where the Contract for Sale confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller, it will also operate in favour and for the benefit of Bonhams, Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

#### GOVERNING LAW

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

#### APPENDIX 2

#### BUYER'S AGREEMENT WITH BONHAMS

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

#### THE CONTRACT

1

1.6

- 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.
  - 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 AND BUYER WARRANTIES

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
- 3.1.1 the Purchase Price for the Lot;
- 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 [<sup>AB</sup>], 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.
- 3.8 You warrant that neither you nor if you are a company, your directors, officers or your owner or their directors or shareholders are an individual or an entity that is, or is owned or controlled by individuals or entities that are:
- 3.8.1 the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Departure of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or
- 3.8.2 located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan and Syria.
- 3.9 You warrant that the funds being used for your purchase have no link with criminal activity including without limitation money laundering, tax evasion

or terrorist financing, and that you not under investigation for neither have been charged nor convicted in connection with any criminal activity.

- 3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:
- 3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;
- 3.10.2 your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;
- 3.10.3 funds used for your or your Principal's purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;
- 3.10.4 items purchased by you and your Principal through Bonhams are not being purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and
- 3.10.5 that you consent to Bonhams relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.
- 3.11 We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you. In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the *Seller*, to our satisfaction at our discretion, we shall be entitled to retain *Lots* and/or proceeds of *Sale*, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.

#### 4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us; in cleared funds, everything due to the Seller and to us, and once we have completed our investigations under paragraph 3.11 we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified, by 4.30pm on the seventh day after the Sale.
- 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 in this instance as your agent and on your behalf, to enter into a contract (the "Storage Contract") with the Storage Contract for the storage of the Lot on the then current standard terms and conditions agreed between Bonhams and the Storage Contractor (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in

paragraph 4.2. These storage fees form part of our *Expenses*.

- 4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.
- 4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.
- 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

#### STORING THE LOT

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

#### 6 RESPONSIBILITY FOR THE LOT

- 6.1 Title (ownership) in the Lot pass to you on payment of the Purchase Price to us in full in cleared funds, although we reserve the right not to release the Lot to you until our investigations have been completed to our satisfaction under paragraph 3.11.
- 6.2 Please note that under the Contract for Sale, the risk in the Lot passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the Lot if earlier, and you are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.

#### 7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will (without further notice to you unless otherwise provided below), be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):

- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) 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 Lot or part thereof;
- 7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 7.1.12 having made reasonable efforts to inform you, to release your name and address to the Seller, so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.
- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.

- 7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any *Sale* of the *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.
  - CLAIMS BY OTHER PERSONS IN RESPECT OF 9.4 THE LOT

- 8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
- 8.1.1 retain the Lot to investigate any question raised or reasonably expected by us to be raised in relation to the Lot; and/or
- 8.1.2 deliver the Lot to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
- 8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

#### FORGERIES

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- 9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and
- 9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.
- 9.3 Paragraph 9 will not apply in respect of a *Forgery* if:
- 9.3.1 the *Entry* in relation to the *Lot* contained in the *Catalogue* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or

- 9.3.2 it can be established that the Lot is a Forgery only by means of a process not generally accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
  - You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.
  - If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the *Purchase Price*, *Buyer's Premium*, *VAT* and *Expenses* paid by you in respect of the *Lot*.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph will cease.
- 9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.

#### 10 OUR LIABILITY

- 10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in respect of it, made by us or on our behalf or by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.
- 10.2 Our duty to you while the Lot is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the Lot or to other persons or things caused by:
- 10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
- 10.3.1 We will not be liable to you for any loss of Business, Business profits, revenue or 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 *Book*s 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 nonconforming *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 nonconforming *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.

#### GOVERNING LAW

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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" Any person considering, attempting or making a Bid, including those who have completed a *Bidding Form*. "Bidding Form" our Bidding Registration Form, our Absentee

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

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

"Business" includes any trade, *Business* and profession. "Buger" the person to whom a *Lot* is knocked down by the *Auctioneer*. The *Buyer* is also referred to in the *Contract for Sale* and the *Buyer's Agreement* by the words "you" and "your". "Buyer's Agreement" the contract entered into by *Bonhams* with the *Buyer* (see Appendix 2 in the *Catalogue*).

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

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

"Commission" the Commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form. "Condition Report" a report on the physical condition of a Lot provided to a Bidder or potential Bidder by Bonhams on behalf of the Seller.

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

"Consignment Fee" a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business. "Consumer" a natural person who is acting for the relevant purpose outside his trade, Business or profession. "Contract Form" the Contract Form, or vehicle Entry form, as applicable, signed by or on behalf of the Seller listing the Lots

to be offered for Sale by Bonhams. "Contract for Sale" the Sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue). "Contractual Description" the only Description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds. "Description" any statement or representation in any way descriptive of the Lot, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the Hammer

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

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

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

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

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

"Hammer Price" the price in the currency in which the Sale is conducted at which a Lot is knocked down by the Auctioneer. "Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.

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

"Lot" any item consigned to *Bonhams* with a view to its *Sale* at auction or by private treaty (and reference to any *Lot* will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for *Sale* as one *Lot*). "Motoring Catalogue Fee" a fee payable by the Seller to Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of Sales of motor vehicles. "New Bond Street" means Bonhams' saleroom at 101 New Bond Street, London W1S 1SR.

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

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

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

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

"Purchase Price" the aggregate of the Hammer Price and VAT on the Hammer Price (where applicable), the Buyer's Premium and VAT on the Buyer's Premium and any Expenses. "Reserve" the minimum price at which a Lot may be sold (whether at auction or by private treaty).

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

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

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

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

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

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

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

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

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

"Trust Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid, such account to be a distinct and separate account to *Bonhams'* normal business bank account. "VAT" value added tax at the prevailing rate at the date of the *Sale* in the United Kingdom.

"Website" Bonhams Website at www.bonhams.com "Withdrawal Notice" the Seller's written notice to Bonhams revoking Bonhams' instructions to sell a Lot.

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

#### GLOSSARY

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

"artist's resale right": the right of the creator of a work of art to receive a payment on Sales of that work subsequent to the original Sale of that work by the creator of it as set out in the Artists Resale Right Regulations 2006. "bailee": a person to whom goods are entrusted. "indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "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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(Attendee / Absentee / Online / Telephone Bidding) Please circle your bidding method above.

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

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