



THE RUSSIAN SALE

Wednesday 26 November 2014

Bonhams

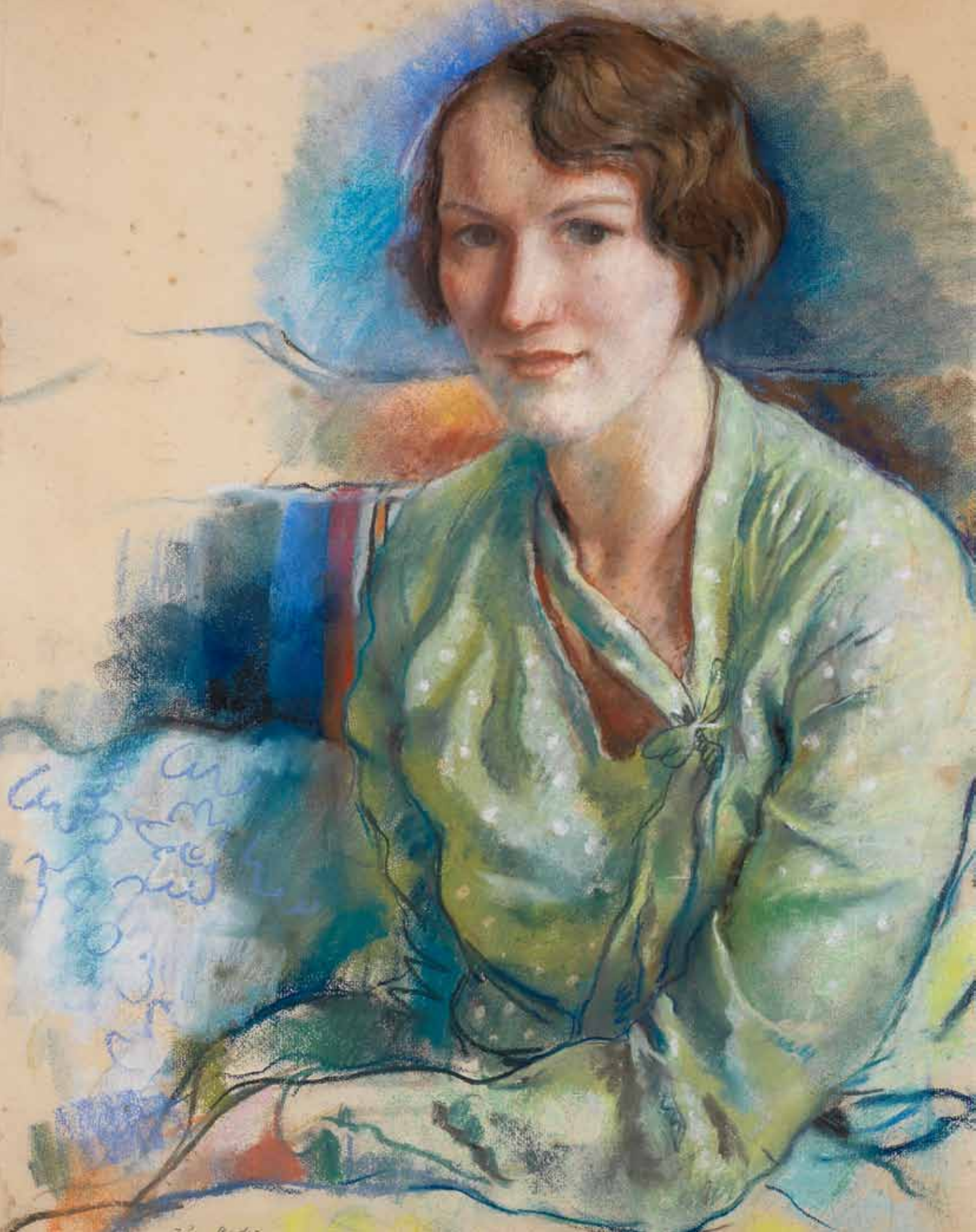
LONDON











THE RUSSIAN SALE

Wednesday 26 November 2014 at 14.00

101 New Bond Street, London

BONHAMS

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+44 (0) 20 7468 8357
cynthia.sparke@bonhams.com

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+44 (0) 207 468 8312
ksenija.krapivina@bonhams.com

Maryna Nekliudova
+44 (0) 207 468 8312
maryna.nekliudova@bonhams.com

Jonathan Horwich
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+44 (0) 20 7468 8280
jonathan.horwich@bonhams.com

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Yelena Harbick
+1 212 644 9136
yelena.harbick@bonhams.com

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+ 1 917 2061628
jenny.lyubomudrova@bonhams.com

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Anastasia Vinokurova
+7 964 562 3845
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Front cover: lot 30
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Inside front: lot 23
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Opposite page: lot 11

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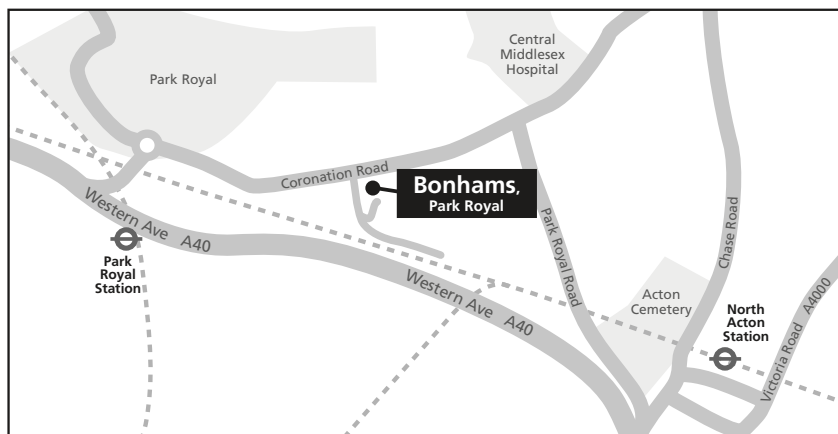
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W These lots will be removed to Bonhams Park Royal after the sale. Please read the sale information page for more details.

Y These lots are subject to CITES regulations, please read the information in the back of the catalogue.

AR These lots are subject to the Artists Resale Right levy. Please refer to the information in section 7 of the Notice to Bidders at the back of the catalogue.





1

RICHARD KARLOVICH ZOMMER (RUSSIAN, 1866-1939)

Stopping for a prayer
signed in Cyrillic (lower right)

oil on canvas

50.5 x 89cm (19 7/8 x 35 1/16in).

£20,000 - 25,000

US\$32,000 - 40,000

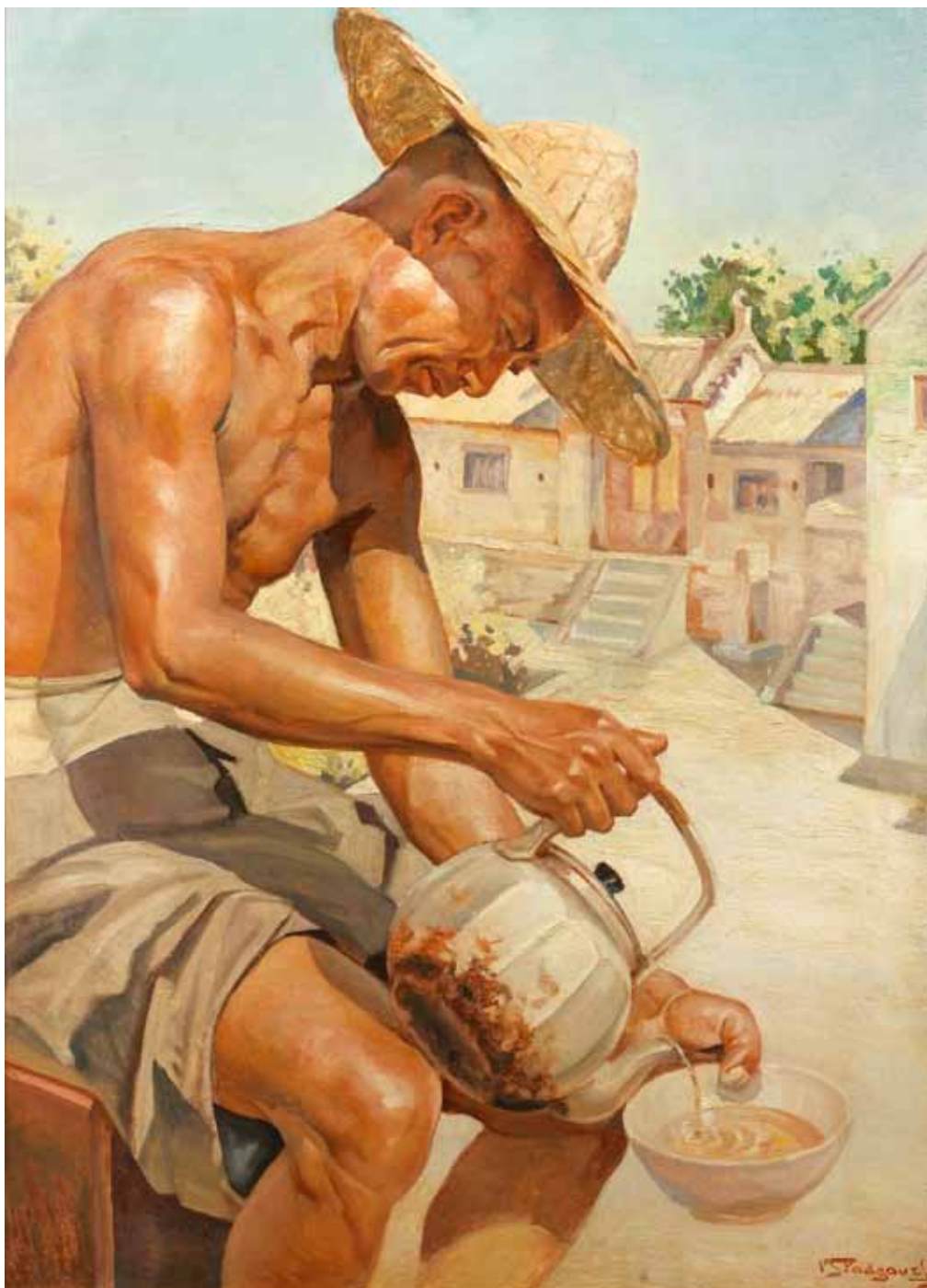
€25,000 - 31,000



2
FRANTZ ALEXEEVICH ROUBAUD (RUSSIAN, 1856-1928)

Riding Cossacks
signed in Latin (lower right)
oil on canvas
83 x 59cm (32 11/16 x 23 1/4in).

£18,000 - 20,000
US\$29,000 - 32,000
€23,000 - 25,000



3

VICTOR STEPANOVICH PODGOURSKY (RUSSIAN, 1893-1969)

Chinese tea break

signed in Latin (lower right)

oil on canvas

90 x 64.5cm (35 7/16 x 25 3/8in).

£10,000 - 12,000

US\$16,000 - 19,000

€13,000 - 15,000

Provenance

Family of a German diplomat

Property of a private European collection from 1930.

In 1920 Podgoursky emigrated to China and settled in the city of Shanghai. Before long he began to focus on making paintings that reflected the every day life and nature of China. In 1925 the Museum of Genoa purchased four of his oil paintings from the cycle 'Types of Chinese Peasants'. In 1926, in French town college of Shanghai, he held a personal exhibition of his works, most of which were subsequently sold. He also regularly participated in the exhibitions of Russian expatriate artists living in Shanghai. In the 1930s, Shanghai became the one-of-a-kind centre of Russian artistic emigration. The city witnessed a founding of the Russian Dramatic Theatre and later, in 1936, the Russian Ballet School. The Shanghai Municipal Orchestra and the Opera group were primarily staffed with Russian émigrés.



4*

RICHARD KARLOVICH ZOMMER (RUSSIAN, 1866-1939)

Central Asian scene

signed in Cyrillic (lower right)

oil on composite board

20.8 x 33.4cm (8 3/16 x 13 1/8in).

£10,000 - 15,000

US\$16,000 - 24,000

€13,000 - 19,000



5

SERGEI IVANOVICH VASIL'KOVSKY (UKRAINIAN, 1854-1917)

Landscape with a hut
signed in Cyrillic and dated '1890' (lower right)
oil on canvas
22 x 33cm (8 11/16 x 13in).

£10,000 - 12,000

US\$16,000 - 19,000

€13,000 - 15,000



6

**ATTRIBUTED TO IVAN KONSTANTINOVICH AIVAZOVSKY
(RUSSIAN, 1817-1900)**

Cottage by moonlight

signed in Cyrillic and dated '1863' (lower right)

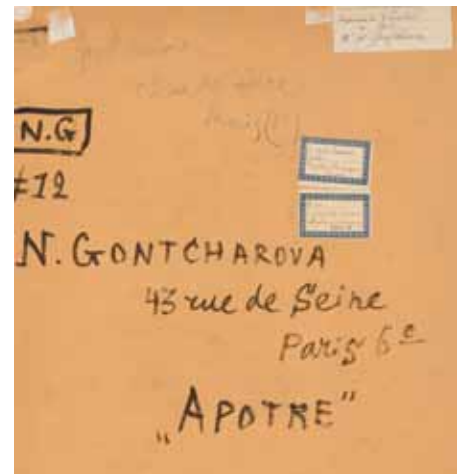
oil on canvas

21 x 29.5cm (8 1/4 x 11 5/8in).

£20,000 - 30,000

US\$32,000 - 48,000

€25,000 - 38,000



(verso)

**PROPERTY FROM A PRIVATE COLLECTION,
NEW YORK**

7*

NATALIA GONCHAROVA (RUSSIAN, 1881-1962)

'Apostle'

signed (upper right); inscribed 'N.G./#12/N. Gontcharova/43 rue de Seine/Paris 6e/'Apotre'' (on verso) and applied with paper labels from an unknown gallery

graphite pencil on paper

55.7 x 43cm (21 15/16 x 16 15/16in).

£10,000 - 15,000

US\$16,000 - 24,000

€13,000 - 19,000

Provenance

Sale, Sotheby Parke Bernet, New York, 6 December 1979, lot 24.
Acquired from the above by the present owner.

This pencil drawing served as a preparatory sketch for the costume design of an 'Apostle' for the ballet *Liturgie*, conceived by Sergei Diaghilev and Léonide Massine in 1915 in Lausanne, Switzerland. Due to the difficulties brought on by the war, as well as the controversial nature of the subject, the life of Christ to be staged as a ballet, the production was never realized. However, the costume designs and stage sets created by Goncharova were widely recognized for their originality and unique interpretation of Russian traditional sources and modernist influences.

Deeply interested in Russian folk and Orthodox artistic traditions, Goncharova reformulated and reinterpreted them in her own work. The flat, elongated forms, overlapping planes and pronounced angularity of the drapery of the Apostle's robes in the present drawing exemplify a distinct synthesis of the tradition of Russian icon painting with the ideas of Cubism.

Selected works for this production were later published in Paris as *pochoir* portfolios and preserved in sketch albums. A study for the stage set for the ballet is in the collection of the Metropolitan Museum of Art in New York.



VARIOUS PROPERTIES

8

MITROFAN PETROVICH VERESHCHAGIN (1842-1892)

St Alexander Nevsky
signed in Cyrillic (lower right)

oil on copper

67 x 40.5cm (26 3/8 x 15 15/16in).

£25,000 - 40,000

US\$40,000 - 64,000

€31,000 - 50,000



9

NATALIA SERGEEVNA GONCHAROVA (RUSSIAN, 1881-1962)

Carnations in a vase

bearing later signature in Latin (lower right)

oil on canvas laid on board

44.5 x 40cm (17 1/2 x 15 3/4in).

£32,000 - 35,000

US\$51,000 - 56,000

€40,000 - 44,000



10

ZINAIDA EVGENIEVNA SEREBRIAKOVA (RUSSIAN, 1884-1967)

Neskuchoe. Pasture.

signed in Cyrillic (lower left), with an exhibition label of the Exhibition of Russian Artists from Private Collections, Kiev, Russian Art Museum, 1958

gouache, watercolour and pencil on paper

36 x 52cm (14 3/16 x 20 1/2in).

£10,000 - 12,000

US\$16,000 - 19,000

€13,000 - 15,000

Provenance

Property of a private collection, Berlin.

ZINAIDA EVGENIEVNA SEREBRIAKOVA (RUSSIAN, 1884-1967)

Portrait of a young woman in a green dress
signed in Latin, inscribed and dated 'Berlin 1936', with further
inscription in German (lower left)
pastel on paper
70.5 x 52.5cm (27 3/4 x 20 11/16in).

£40,000 - 50,000

US\$64,000 - 80,000

€50,000 - 63,000

Portrait of a young woman in a green dress belongs to the early Paris period of Zinaida Serebriakova's work. The time between two of her famous Moroccan trips of 1928-29 and 1932 was filled with creative trips. In 1930 she went to Brussels to paint portraits and spent Summer and early Autumn with her children Catherine and Alexander on the Cote d'Azur and in the Pyrenees (at Collioure and close to it). Zinaida actively participated in exhibitions. In the first half of 1930, her works were exhibited in four group exhibitions: two exhibitions took place at the V. Girschman gallery in Paris, the other two were the 'Exhibition of Russian Painting and Graphics' in Berlin and the 'Great Exhibition of Russian Art' in Belgrade. At these exhibitions Serebriakova showed a large number of her works.

The 45-year-old artist was at the height of her talent. Each day was filled with creative inspiration. She drew sketches of nudes, cityscapes of Paris and south of France landscapes, still lifes and flowers along with a large number of portraits.

The same year, in Berlin, Zinaida Serebriakova made several portraits. Among them is a very good pastel portrait of a lady in a green dress, executed in the manner of 'non finito'. It features a finely worked face, barely outlined hands and garments fashioned with skillful, fast strokes, very characteristic of the artist's oeuvre during the 1920s-1930s. The portrait bears a presentation inscription in German, handwritten by the artist.

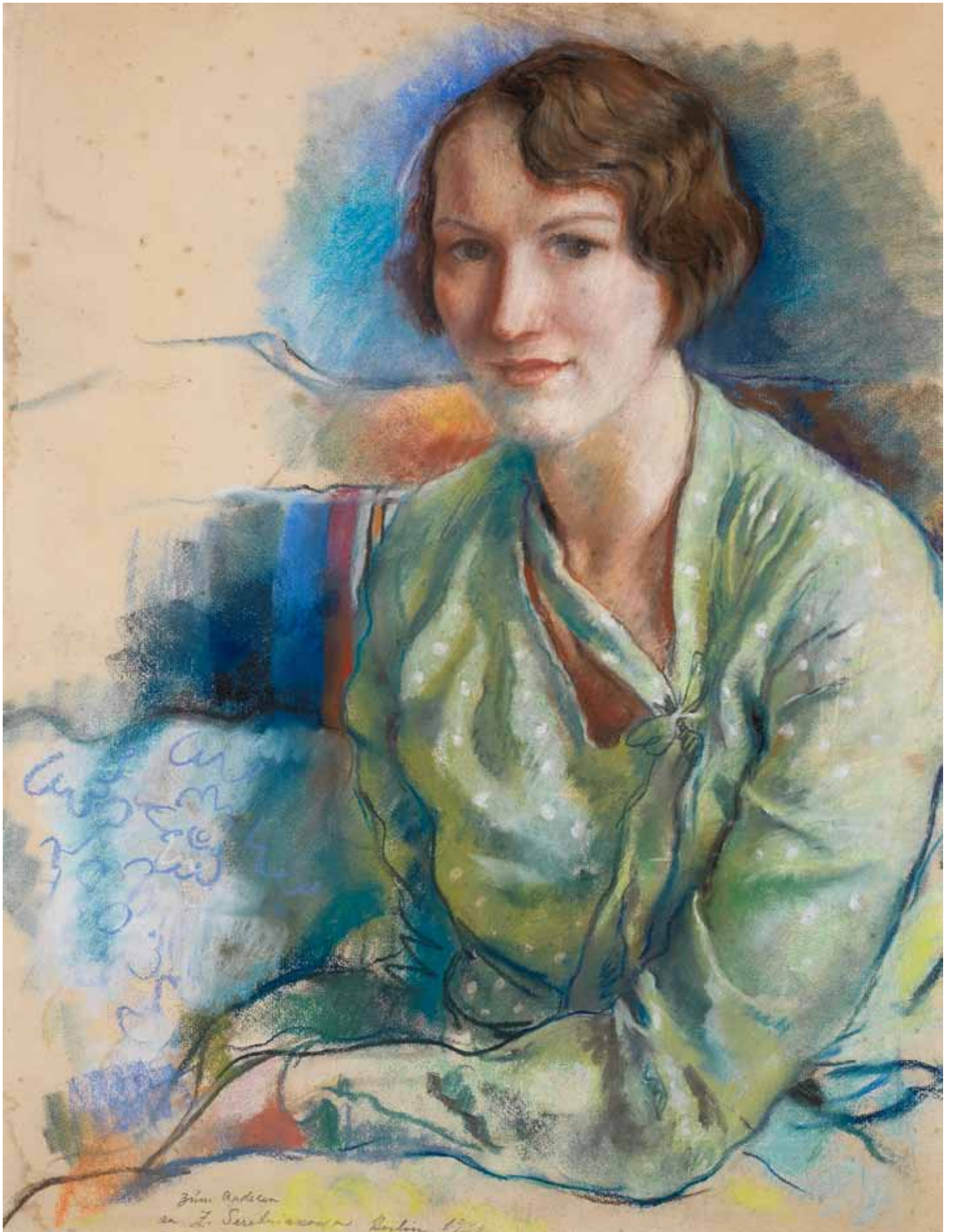
We are grateful to Pavel Pavlinov, from Serebriakova Foundation, for providing this note.

«Портрет дамы в зеленом платье» относится к раннему парижскому периоду творчества Зинаиды Серебряковой. Время между двумя ее знаменитыми марокканскими путешествиями 1928–29 и 1932 годов было насыщено творческими поездками. В 1930-м году она ездила писать портреты в Брюссель, лето и раннюю осень провела с детьми Екатериной и Александром на Лазурном берегу и в Пиренеях (в Коллиуре и близ него). Активно участвовала Зинаида и в выставках. Только в первой половине 1930-го года ее работы экспонировались на четырёх групповых выставках: на двух в галерее В. Гиршмана в Париже, на «Выставке русской живописи и графики» в Берлине, а также на «Большой выставке русского искусства» в Белграде. На этих выставках Серебрякова показала большое количество своих работ.

45-летняя художница была в самом расцвете своего таланта. Каждый день был наполнен творческим вдохновением. Она писала этюды обнаженной натуры, городские пейзажи Парижа и виды юга Франции, натюрморты и цветы. И как обычно большое количество портретов.

В Берлине в этом году Зинаида Серебрякова сделала несколько портретов. Среди них очень удачный пастельный портрет дамы в зеленом платье, исполненный в манере "non finito". Тонко проработанное лицо, едва намеченные руки и виртуозно, быстрыми штрихами вылепленная одежда очень характерны для творчества художницы 1920–30-х годов. На портрете сохранилась авторская дарственная надпись по-немецки.

Мы благодарны Павлу Павлинову, эксперту Фонда Серебряковой, за исследование по данной работе.





**PROPERTY FROM A PRIVATE
COLLECTION, MICHIGAN**

12*

ROBERT RAFAILOVICH FALK (RUSSIAN, 1886-1958)

Paris street at twilight
signed and inscribed 'Paris' (lower left), further inscribed '16 x 21
6160 87' (right centre edge)
pencil, watercolour and gouache on paper
32 x 44cm (12 5/8 x 17 5/16in).

£18,000 - 25,000
US\$29,000 - 40,000
€23,000 - 31,000

Provenance

Dr. Lee Cowan, Detroit, Michigan (acquired directly from the artist, c.
1935).

George Cowan (by descent from the above).

Dr. and Mrs. Jack Golds (acquired from the above, 1995).

Thence by descent.



**PROPERTY FROM A PRIVATE
COLLECTION, MICHIGAN**

13*

ROBERT RAFAILOVICH FALK (RUSSIAN, 1886-1958)

Summer landscape
signed in Latin, inscribed 'Paris' and indistinctly dated, further
inscribed '16 x 20' (upper right)
pencil, watercolour and ink on paper
31.8 x 42.8cm (12 1/2 x 16 7/8in).

£10,000 - 15,000
US\$16,000 - 24,000
€13,000 - 19,000

Provenance

Dr. Lee Cowan, Detroit, Michigan (acquired directly from the artist, c.
1935).

George Cowan (by descent from the above).

Dr. and Mrs. Jack Golds (acquired from the above, 1995).

Thence by descent.

PROPERTY FROM A PRIVATE NEW YORK COLLECTOR

14*

DMITRI SEMENOVICH STELLETSKY (RUSSIAN, 1875-1947)

A group of six original illustrations for *Slovo o Polku Igoreve* comprising of: *Deux pleureurs au sommet des tours*, *Archers*, *Prisonnières traînées par les cheveux*, *La ville*, *Montagne* and *Princess Yaroslavna's lament on a wall of a fortress in Putivl* (6) four signed in Cyrillic (lower left); one signed in Cyrillic and dated '1928' pencil and gouache on paper each approximately 61.2 x 40.9cm (24 1/8 x 16 1/8in).

£60,000 - 80,000

US\$96,000 - 130,000

€76,000 - 100,000

Provenance

Private collection, New York (probably acquired directly from the artist in Paris, c. 1950.)
Thence by descent.

Exhibited

Brussels, Palais des beaux-arts de Bruxelles, *Exposition d'art Russe ancien et moderne*, May-June 1928, under nos. 903 (*Montagne*), 904 (*Prisonnières traînées par les cheveux*), 906 (*Archers*), 915 (*Deux pleureurs au sommet des tours*) and 926 (*La ville*).

Literature

Palais des beaux-arts de Bruxelles, *Exposition d'art Russe ancien et moderne*, exh. cat., 1928, p. 81.

A member of the *Mir Iskusstva* group, Dmitri Stelletsy sought to reincorporate the artistic heritage of Fifteenth and Sixteenth Century Russia into modern Russian art. As a young student, he studied medieval churches and monastic architecture in Northern Russia, advocating for the revival of the Russian artistic tradition as expressed in Fifteenth and Sixteenth Century icons, frescoes and illuminated manuscripts. It is in graphic art that Stelletsy most effectively recreated the centuries-old tradition of the illuminated manuscript, as evidenced by his two series of illustrations for the Twelfth Century epic poem, *The Tale of Igor's Campaign*.

The first and smaller of the series, which Stelletsy executed as a student at the St. Petersburg Academy of Arts, consisted of gouache illustrations and script by the expert calligrapher Ivan Blinov. Stelletsy's contemporaries praised the colourful, stylised illustrations. The artist and critic Alexander Benois, wrote: 'Without a slightest pose, freely and fluidly Stelletsy composed his ornamental refrain; with the most remarkable quality, apart from the beauty of colours and lines, is precisely the freedom, the naturalness and the ingeniousness of the 'weaving' of the image.' Upon the suggestion of Valentin Serov, the works were acquired for the collection of the Tretyakov gallery (Galia Aksenova, *Iskusstvo knigi D. S. Stelletsyego*, 'Bibliotekovedenie', 2011, no. 1, p. 67).

The present six illustrations come from the second series on *The Tale*, which consisted of approximately sixty gouaches and which Stelletsy executed while in Paris. Unable to return to Russia following the October Revolution, for Stelletsy the present series of illustrations served as an important link to Russian culture. Although the second series does not incorporate calligraphy, it so closely adheres to the text that the illustrations were called 'graphic translations' of *The Tale*. Sergey Makovsky praised the brightly coloured and stylised illustrations:

It is impossible to judge these [works] by their black-and-white reproductions. Here all the 'magic' comes from colour... Each folio is executed in a specific colour palette, and each drawing is dominated by a single hue. These decisions are far from arbitrary—they are suggested by the poetic content itself. Yet I will refrain from discussing the colours of 'The Tale'—to fully perceive their expressiveness and their relationship with the text—one must see them! It is simply impossible to describe the graphics, virtually saturated with colour and symbolism (ibid., p. 68).

After the artist's death, the folios were separated and acquired by various private collectors. We are fortunate that the present sale brings a few of these exceptional works to light.



Deux pleureurs au sommet des tours



Archers

О Русская земля! Уже ты за холмом!
 Долго ночь меркнет.
 Заря свет зажгла,
 мгла поля покрыла,
 щекот соловьиный уснул,
 говор галочий пробудился.
 Русичи великие поля
 чевлеными щитами перегородили,
 ища себе чести, а князю славы.

O Russian land,
 you are already behind the
 culmen!
 Long does the night keep darkling.
 Dawn sheds its light.
 Mist has covered the fields.
 Stilled is the trilling of
 nightingales;
 the jargon of jackdaws has
 woken.
 With their vermilion shields
 the sons of Rus have barred the
 great
 prairie,
 seeking for themselves honor,
 and for their prince glory.



Montagne

Спозаранок в пятницу
 потоптали они поганые полки половецкие
 и, рассыпавшись стрелами по полю,
 помчали красных девушек половецких,
 а с ними золото, и паволоки,
 и дорогие оксамиты.
 Покрывалами, и плащами, и кожухами
 стали мосты мостить по болотам
 и топям,
 и дорогими нарядами половецкими.

Early on Friday
 they trampled the pagan Kuman
 troops
 and fanned out like arrows
 over the field;
 they bore off fair Kuman maidens
 and, with them, gold,
 and brocades,
 and precious samites.
 By means of caparisons,
 and mantlets,
 and furred cloaks of leather
 they started making plankings
 to plank marshes
 and miry spots
 with all kinds of Kuman weaves.

На другой день спозаранку
 кровавые зори свет возвещают,
 чёрные тучи с моря идут,
 хотя бы прикрыть четыре солнца,
 а в них трепещут синие молнии.
 Быть грому великому,
 идти дождю стрелами с Дона Великого!
 Тут копьям преломиться,
 тут саблям побиться
 о шелома половецкие,
 на реке Каяле,
 у Дона Великого.

О Русская земля! Уже ты за холмом!

On the next day very early
 bloody effulgences
 herald the light.
 Black clouds come from the sea:
 They want to cover
 the four suns,
 and in them throb blue
 lightnings.
 There is to be great thunder,
 there is to come rain in [the
 guise of]
 arrows
 from the Great Don.



La ville



Princess Yaroslava's lament on a wall of a fortress in Putivl

На Дунае Ярославнин голос слышится,
 кукушкою безвестною рано кукует:
 "Полечу, говорит, - кукушкою по Дунаю,
 омочу шелковый рукав в Каяле-реке,
 утру князю кровавые его раны
 на могучем его теле".

"I will fly, like a cuckoo," she
 says,
 "down the Dunay.
 I will dip my beaver sleeve
 in the river Kayala.
 I will wipe the bleeding wounds
 on the prince's hardy body."

Дмитрий Стеллецкий - живописец, график и яркий представитель русского искусства рубежа XIX-XX веков - был глубоким знатоком и ценителем русского средневекового искусства и народной традиции. Он глубоко верил, что России подобает выбирать свой собственный путь, отличный от европейского художественного канона, продолжая вековые традиции русской иконописи, традиционной архитектуры и рукописной книги. Он отмечал:

Русскому народу подобает иметь своё искусство. С годами я понял, что только изучая художественное наследие наших предков и даже сначала рабски ему подражая, можно и нужно воскресить свою русскую, родную красоту. (Г. Аксенова, *Искусство Книги Д.С. Стеллецкого*, Библиотекосведение, номер 1, 2011, стр. 63)

Именно в своих графических работах художнику удалось выразить свое видение этого уникального русского стиля и наиболее удачно объединить характерные черты древнерусского искусства - двухмерность изображения, обратную перспективу, символику цвета, орнаментальность и звучную декоративность - и создать шедевры, возрождающие традицию русской рукописной книги.

К эпической поэме *Слово о полку Игореве* художнике обращался дважды. В годы учебы в Академии он создал группу иллюстраций, включавших каллиграфический текст, созданный изографом И. Блиновым. Плетенные, узорные орнаменты стилизованных иллюстраций были исключительно красочны и удачны. По рекомендации Валентина Серова они были приобретены для коллекции Третьяковской галереи. В последующие годы, уже работая в Париже, Стеллецкий возвращается к этой понравившейся ему теме, расширяя и пополняя серию иллюстраций дополнительными листами и новыми сюжетами.

Серия иллюстраций к *Слову*, исполненная в Париже, предположительно насчитывала около 60 гуашей большого формата, красочно преобразовавших строки литературного источника и создавая уникальную цветовую серию. Сергей Маковский впоследствии вспоминал: «Тут «магия» - от цвета... Каждый лист исполнен в определенной гамме, с преобладанием то голубых, то желтых, то кирпично и т.д. тонов, и эти гаммы не кажутся случайными, а подсказаны поэтическим содержанием данного места древней поэмы... Чтобы воспринять их выразительность, их созвучность тексту, надо - видеть! Нельзя описать графику, столь насыщенную цветом, символикой цвета.» (Там же, стр. 68)

Предлагаемые шесть иллюстраций к *Слову о полку Игореве* были приобретены в Париже, предположительно у самого художника, и сохранены в частной американской коллекции.



Prisonnières traînées par les cheveux

VARIOUS PROPERTIES

15*

NIKOLAI NIKOLAEVICH GE (RUSSIAN, 1831-1894)

Male nude

signed in Cyrillic 'G. Pr. P.V. Basina uch. Nikolai Ge' (lower right); inscribed in Cyrillic with the Academy of Art Examination Committee award citation, dated December 23, 1853 and applied with the official wax seal of the Academy (upper left)

oil on canvas

84.5 x 89.5cm (33 1/4 x 35 1/4in).

£70,000 - 90,000

US\$110,000 - 140,000

€88,000 - 110,000

Provenance

Submitted by the artist to the Examination Committee of the Russian Academy of Art in St. Petersburg and awarded a silver medal, First Class, on December 23, 1853.

Acquired from a private Russian collector in Shanghai, a large Russian exile community established after the Revolution and Civil War, early 1930s.

Thence by descent, 1975.

Nikolai Nikolaevitch Ge's *Male nude* is a rare example of an early work by an artist primarily known for his later paintings on monumental religious themes. Ge completed *Male nude* during the formative years of his education at the Imperial Academy of Arts in St. Petersburg (1850-1857). Precisely rendered in the classical style, *Male nude* exemplifies Ge's technical and artistic mastery as a student of the Imperial Academy of Arts. The painting bears the official seal of the Academy and is inscribed: 'Non-matriculated student of the Imperial Academy of Arts Nikolai Ge, for the exam taking place in the Academy 23 December 1853 honoured for this study the award of the silver medal of the first distinction'. The Academy awarded the silver medal as the highest level of distinction for a work created by a pupil studying at the professional level. The gold medal was reserved solely for graduating students. Ge therefore received the greatest possible honour in artistic achievement for his *Male nude*, distinguishing the work as one of the cornerstones of the development of his career.

The painting is stunning for its purist, focused approach. The sombre colour palette and neutral background draw the gaze to the partially reclined seated nude. In *Male nude*, Ge masterfully showcases his remarkable propensity to render a subject in the most lifelike way. Ge's realistic depiction of the figure's musculature, as well as the naturalistically rendered hair and beard are testament to his remarkable attention to detail. At the same time, the furrowed brow, downcast eyes and dark facial expression set a sombre and contemplative tone for the work.

Картина Николая Петровича Ге «Обнажённый натурщик» является редким образцом раннего периода творчества художника, более известного своими поздними монументальными работами на религиозные темы. Написанная во время обучения Ге в Императорской Академии Художеств в Санкт-Петербурге (1850-1857), она исполнена в строгом классическом стиле и является показателем выдающегося технического и художественного мастерства Ге уже в самом начале его карьеры. В левом верхнем углу полотна была поставлена официальная печать Академии и сделана надпись «Вольноприходящий ученик Императорской Академии Художеств Николай Ге на экзамене происходившем в Академии 23 декабря 1853 года удостоен за сей этюд награды серебряною медалью первого достоинства». Академия присваивала серебряную медаль как высший уровень отличия за работу студентам, проходящим обучение на профессиональном уровне. Золотая медаль вручалась исключительно официально зачисленным студентам. Таким образом, Ге получил наивысшую степень отличия за свои художественные заслуги именно за «Обнажённого натурщика», что указывает на эту работу как на одну из ключевых в развитии его карьеры.

Картина предельно сдержанна и монументальна. Темная палитра и нейтральный цвет заднего плана заставляют взгляд зрителя сосредоточиться на слегка склоненной сидящей фигуре обнаженного мужчины. В этом полотне Ге блестяще продемонстрировал свою выдающуюся способность запечатлеть изображаемый предмет абсолютно правдоподобно. Реалистичная передача мускулатуры и густоты тёмных волос свидетельствует о его незаурядном умении замечать индивидуальные особенности природы. В то же время нахмуренные брови, опущенные к земле глаза и сосредоточенное, слегка суровое выражение лица героя этого произведения создают серьезную и сосредоточенную атмосферу.





16

KONSTANTIN ALEXEEVICH KOROVIN (RUSSIAN, 1861-1939)

Winter landscape

signed in Latin and inscribed 'Russie' (lower left)

gouache and watercolour on board

38 x 53cm (14 15/16 x 20 7/8in).

£10,000 - 15,000

US\$16,000 - 24,000

€13,000 - 19,000



17
KONSTANTIN ALEXEEVICH KOROVIN (RUSSIAN, 1861-1939)

Night approaching
signed in Latin and inscribed 'Russie' (lower left)
oil on board
41 x 33cm (16 1/8 x 13in).

£10,000 - 12,000
US\$16,000 - 19,000
€13,000 - 15,000

PROPERTY FROM A PRIVATE EUROPEAN COLLECTION

18

GEORGIY GRIGORIEVICH NISSKY (RUSSIAN, 1903-1957)

On a yacht. Evening

signed in Cyrillic (lower right) with an exhibition label of All-Russian Vuchetich Art-studio Union (on verso)

oil on canvas

60 x 80cm (23 5/8 x 31 1/2in).

£70,000 - 90,000

US\$110,000 - 140,000

€88,000 - 110,000

Provenance

Salon sale, All-Russian Vuchetich Art Studio Union (founded in 1966 under the auspices of the Soviet Ministry of Culture to promote Soviet Art), Moscow.

Acquired from the above by the present owner, c. 1980.

Exhibited

Moscow, All-Russian Vuchetich Art Studio Union, Third exhibition.



VARIOUS PROPERTIES

19

IVAN KONSTANTINOVICH AIVAZOVSKY (RUSSIAN, 1817-1900)

Shipping at sunset

signed in Cyrillic and dated '1860' (lower right)

oil on canvas

36.5 x 59cm (14 3/8 x 23 1/4in).

£60,000 - 80,000

US\$96,000 - 130,000

€76,000 - 100,000

Provenance

Private collection, Greece

We are grateful to Dr. Gianni Caffiero who has inspected the painting and confirmed its authenticity. It will be included in the forthcoming catalogue raisonne by Dr. Gianni Caffiero and Ivan Samarine.





PROPERTY FROM A PRIVATE COLLECTION, CALIFORNIA

20*

IVAN KONSTANTINOVICH AIVAZOVSKY (RUSSIAN, 1817-1900)

Sivash, Crimea: Caravan with salt
signed in Cyrillic and dated (lower left); signed and inscribed in Cyrillic 'Sivash
(Crimea)/Caravan with salt' and indistinctly dated (on verso)
oil on canvas
50 x 70cm (19 11/16 x 27 9/16in).

£100,000 - 150,000

US\$160,000 - 240,000

€130,000 - 190,000

Provenance

Henrickus Engelman, Rotterdam.
Thence by descent.

According to family history, the present lot came from the collection of Henrickus Engelman of Rotterdam, whose family invented and patented the movie screen in the early Twentieth Century. An artist in his own right and an avid art collector, Engelman and his family traveled throughout Europe, including Russia and later the Soviet Union, where they would install movie screens and paint movie premier advertisements.







VARIOUS PROPERTIES

21

STANISLAV YULIANOVICH ZHUKOVSKY (POLISH, 1871-1944)

Summer landscape

signed in Latin (lower right)

oil on canvas

84 x 114cm (33 1/16 x 44 7/8in).

£40,000 - 45,000

US\$64,000 - 72,000

€50,000 - 57,000



22

ALEXANDRE ALTMANN (RUSSIAN, 1885-1950)

Autumn landscape

signed in Cyrillic (lower left)

oil on canvas

61 x 82cm (24 x 32 5/16in).

£10,000 - 12,000

US\$16,000 - 19,000

€13,000 - 15,000

PROPERTY FROM A NEW JERSEY ESTATE

23* W

IVAN KONSTANTINOVICH AIVAZOVSKY (RUSSIAN, 1817-1900)

'Arrival of the Columbus flotilla to the American coast'

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

oil on canvas

107.5 x 177.7cm (42 5/16 x 69 15/16in).

£700,000 - 900,000

US\$1,100,000 - 1,400,000

€880,000 - 1,100,000

Provenance

Private collection, New Jersey (acquired in New York, c. 1950).

Thence by descent.

Exhibited

Chicago, *World's Columbian Exposition*, 1893.

Literature

TsGIAL, fond 789, opis' 11, 1891, delo 80, part II, p. 124, under no. 5.

Moses P. Handy, *The Official Directory of the World's Columbian Exposition*, Chicago, W.B.

Gonkey Company, 1893, p. 138-139.

World's Columbian Exposition, Catalogue of the Russian Section, St. Petersburg, Imperial Russian Commission, Ministry of Finance, 1893, p. 357, under no. 5.

'Some Famous Russian Painters: Pictures in the Art Palace that are worthy of great attention,'

Chicago Daily Tribune, Chicago, 24 July 1893.

'Marine Paintings at the Fair,' *Chicago Daily Tribune*, Chicago, 1 October 1893.







In 1892, the celebrated Russian artist Ivan Aivazovsky embarked on a trip to the United States for the first and only time in his life. Invited to represent Russian fine art at the 1893 World's Columbian Exposition in Chicago, the seventy year old artist embraced the opportunity to showcase twenty of his finest paintings. His participation was well received and ensured the success of Russia's contribution to the Columbian Exposition. The present masterpiece was among the most celebrated works exhibited at the Exposition. *Arrival of the Columbus flotilla to the American coast* belongs to a series of monumental paintings on the life of Christopher Columbus that Aivazovsky began as early as 1888. It is among the grandest and most beautiful of the paintings in the series, depicting the final and most significant stage of Columbus' challenging journey to the New World: the moment at which the flotilla finally arrived on the shore of America.

Nearly a decade prior to beginning work on his Columbus series, Aivazovsky travelled to Genoa and Florence to research the explorer's discovery of the New World. Taking note of the master Karl Briullov's technique of extensive preparatory study of the scenery depicted in his legendary painting *The Last Day of Pompeii*, the artist closely studied Fifteenth Century ship design, as well as costumes and weapons from the era of Columbus, in preparation for his series of paintings on the subject of the eminent explorer. It is suggested that even as Aivazovsky embarked on his trip to Genoa and Florence in 1879, he was already dreaming of making a future trip to the United States. Aivazovsky finally completed five large scale paintings on the life of Christopher Columbus in anticipation of the opportunity to exhibit them at the 1893 Columbian Exposition.

A handwritten list compiled by the artist on July 10, 1892 describes the twenty paintings Aivazovsky planned to send to Chicago for the exhibition. The Imperial Academy of Arts chose fifteen of these works to send to the United States. Five of the paintings featured episodes from the explorer's transatlantic journey and subsequently came to be known as the 'Columbus series:'

1. *The ship setting sail for America during a storm, while Columbus is surrounded by complaining sailors*
2. *Columbus, encircled by his retinue, disembarks at the shore in San Salvador Island*
3. *The young Columbus being saved from the deck of a burning commercial vessel, set on fire by Venetian criminals, somewhere near the Portuguese seaboard*
4. *Columbus on the Spanish port of Paula, bidding farewell prior to his departure*
5. *Arrival of the Columbus flotilla to the American coast* (TsGIAL, fond 789, opis' 11, 1891, delo 80, part II, p. 124).

The fifth painting on the list, *Arrival of the Columbus flotilla to the American coast*, is a splendid example of the artist's masterful composition and skillful rendering of atmospheric effects. The sky is depicted with remarkable lightness; the airy, transparent clouds add depth to the pastel blue expanse, glowing as if lit from within the center of the canvas. The light plays off the calm waters of the ocean creating a sense of stillness in contrast to the gentle motion of the foamy waves crashing on the sandy coast. To the right, mountainous forms descend into atmospheric perspective past a green stretch of palms, drawing our eyes to the rocky formation in the center of the painting. Two groups of Native Americans pause to look and point at the approaching flotilla; two ships, only their outlines discernible in the distance, stand anchored while two smaller boats carry Columbus' explorers to the shore of the New World for the first time.



Aivazovsky achieved the remarkable lightness and transparency of his backgrounds by using thin applications of semi-transparent colour washes. Consistent with his technique, the sky in the *Arrival of the Columbus flotilla to the American coast* is the most delicately rendered part of the composition. Working quickly, Aivazovsky would evenly apply a thin wash of colour over the prepared ground of the canvas without waiting for it to dry, in order to seamlessly blend the colours to create this stunning effect of airiness. In contrast, the rocky coast is heavy, massive and dark against the pale water and sky.

The second painting on the list, '*Columbus, encircled by his retinue, disembarks at the shore in San Salvador Island*' (originally the largest of these monumental works), was later cut into two parts and sold as two separate paintings by an international auction house in 2006 and 2008. When the second part of the painting was offered at auction, it was incorrectly given the title 'Arrival of the Columbus flotilla to the American coast.' It is evident that more accurately, this title as it appeared on Aivazovsky's handwritten list refers instead to the present painting, recently discovered in a private American collection.

At the 1893 Columbian Exposition in Chicago, *Arrival of the Columbus flotilla to the American coast* was exhibited at the Russian Pavilion, a monumental architectural masterpiece in itself. Designed by I. Ropet to resemble traditional Russian wooden architecture, it was one of the largest and most impressive structures at the Exposition. Occupying nearly an acre of space, the Pavilion demonstrated a marvel of traditional carving technique and the fanciful decorativeness of Russian architecture. 'The Official Directory of the World's Columbian Exposition' described the Russian contribution to the Fine Arts pavilion as 'what is probably the best collection of Russian paintings ever shown at a foreign Exposition.' Aivazovsky's paintings were exhibited among the 'great works' of his contemporaries - Ilya Repin, Henrik Semiradsky and Konstantin Makovsky (Moses P. Handy, *The Official Directory of the World's Columbian Exposition*, Chicago, W.B. Gonkey Company, 1893, p. 138-139).

Aivazovsky's participation at the Columbian Exposition received significant attention from the public and from the press. The Chicago Daily Tribune wrote extensively about popularity of the artist: 'The dean of Russian painters is Ivan Constantinovitch Awasovski [sic], whose series of marine paintings at the Exposition have attracted so much attention. He is one of the few Russians whose work may be considered as belonging to the romantic school...His seas are not those which he has actually seen so much as they are those of his imagination' ('Some Famous Russian Painters: Pictures in the Art Palace that are worthy of great attention,' *Chicago Daily Tribune*, Chicago, 24 July 1893). In another article, the Tribune went on to describe the public's astonishment at Aivazovsky's remarkable technique of depicting light in his paintings: 'People stand around it in open-mouthed wonderment and look about to see from what window the light comes' ('Marine Paintings at the Fair,' *Chicago Daily Tribune*, Chicago, 1 October 1893).

In addition to attending the 1893 Columbian Exposition, Aivazovsky planned to travel around the United States for approximately five or six months. On October 13, 1892, he arrived with his wife in New York, the first stop on his tour of the United States. The couple then visited San Francisco and Washington, D.C., among other cities. Everywhere they travelled, the artist was greeted with enthusiasm and great public interest. Unfortunately, the trip was cut short and Aivazovsky had to return to Russia before the Exposition opened. Nevertheless, the display of Aivazovsky's paintings at the Columbian Exposition became one of the most successful international exhibits of his life. The present painting, with its spacious composition, nuanced colour palette and detailed scenery brilliantly demonstrates the remarkable imagination and painterly talent of the celebrated Russian master.

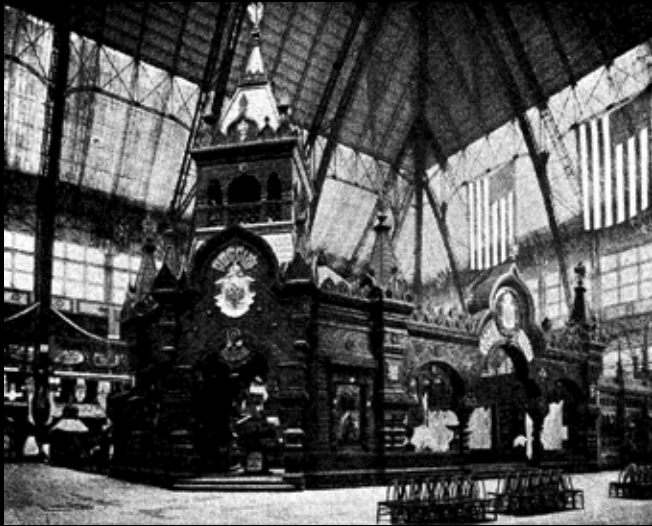


Fig 1. The Russian Pavilion at the 1893 World's Columbian Exposition, illustrated in Photographs of the World's Fair: An Elaborate Collection of Photographs of the Buildings, Grounds and Exhibits of the World's Columbian Exposition, Chicago, The Werner Company, 1893, p. 55.



Fig 2. The interior of the fine art section of the Russian Pavilion at the 1893 World's Columbian Exposition.

В 1982 году известный русский художник Иван Айвазовский отправился в свое первое и единственное путешествие по Соединенным Штатам Америки. В то время Айвазовскому было уже семьдесят лет, но он с радостью откликнулся на предложение выставить двадцать своих лучших работ в русском павильоне и тем самым представить русское искусство на международной Колумбийской выставке 1893-го года в Чикаго. Его работы вызвали большой интерес у публики и одобрение критиков, значительно способствуя успеху русского художественного отдела на выставке. Данная работа была одной из самых популярных на выставке и была высоко оценена публикой. «Прибытие флотилии Колумба к берегам Америки» являлась частью монументальной серии, начатой Айвазовским еще в 1888 году и посвященную путешествию Христофора Колумба. Данная картина, одна из самых великолепных работ этой серии, изображает заключительный этап сложного путешествия Колумба к своему открытию – момент прибытия на берег Америки.

Почти за десять лет до начала работы над серией Айвазовский предпринял поездки в Геную и Флоренцию, чтобы поближе ознакомиться с деталями экспедиции известного путешественника. Воодушевленный уроками своего учителя Брюллова, кропотливо изучавшего эпоху Древнего Рима прежде чем приступить к работе над своей легендарной картиной «Последний день Помпеи», Айвазовский внимательно изучал строение кораблей пятнадцатого века, а также костюмы и оружие эпохи Колумба. Можно предположить, что отправляясь в Геную и Флоренцию в 1879, он уже мечтал о будущем путешествии в Соединенные Штаты.

Рукописный список, составленный самим художником 10 июля 1892 года, включает в себя двадцать картин, предназначенных для выставки в Чикаго. Императорская Академия Художеств отобрала пятнадцать из них для отправки в Америку. Пять из них были посвящены пересечению Атлантического океана Колумбом и стали в последствии известны по названию «Колумбийская серия».

№ 1. «Корабль на пути в Америку, в момент, когда Колумб окружен недовольным экипажем, во время сильной бури»
 № 2. «Выход Колумба со свитой на берег острова Сан-Сальвадор»

№ 3. «Колумб в молодости спасается на мачте вследствие пожара на купеческом судне, сожженном венецианскими галерами, у берегов Португалии»

№ 4. «Прощание Колумба в порте Палоса перед отправлением своим в путь»

№ 5. «Прибытие флотилии Колумба к берегам Америки»

Картина под номером пять, «Прибытие флотилии Колумба к берегам Америки», является выдающимся примером необыкновенной способности Айвазовского передавать состояние атмосферы и его композиционного мастерства. Он сумел запечатлеть удивительную прозрачность небесного свода, нежно-голубым просторам которого добавляют глубину нежные облака, будто подсвеченные изнутри. Свет отражается от спокойных вод океана, создавая ощущение безмятежного покоя, контрастирующего с мягким движением пенистых волн, разбивающихся о песчаное побережье. С правой стороны, очертания гор удаляются в воздушной перспективе за зеленой чередой пальм, приковывая взгляд на каменистое образование в центре картины. Две группы американских индейцев с удивлением наблюдают приближающуюся флотилию. Очертания двух кораблей лишь угадываются вдалеке, в то время как две шлюпки в первый раз подвозят команду Колумба к побережью Нового Света.

Айвазовскому удалось достичь выдающейся легкости и прозрачности живописного фона в этой работе благодаря последовательному добавлению тонких слоев полупрозрачных красок. Выполненное в этой технике, небо в «Прибытии флотилии Колумба к берегам Америки» является центральным элементом композиции. Айвазовский равномерно наносил тонкие слои цвета поверх подготовленного грунта, работая быстро и не дожидаясь пока слои высохнут, для того, чтобы цвета смешивались равномерно и создавали завораживающий эффект воздушности. Темное, массивное, каменистое побережье контрастирует с прозрачностью окружающего пространства, оттеняя приглушенный цвет воды и неба.

Вторая работа из списка, «Колумб, окруженный членами своей команды, высаживается на остров Сан Сальвадор» (изначально самая большая из этих монументальных работ), была позже разрезана на две части и продана как две отдельные картины международным аукционным домом в 2006 и 2008 годах. Второй части разделенной работы было ошибочно присвоено название, которое по документам самого художника относится к представляемой картине, лишь недавно обнаруженной в частной американской коллекции.

Картина «Прибытие флотилии Колумба к берегам Америки» была выставлена в Чикаго в Русском Павильоне, который сам по себе был архитектурным шедевром. Павильон был украшен традиционной резьбой и служил яркой иллюстрацией причудливой декоративности русской национальной архитектуры. Проект этого деревянного сооружения был разработан архитектором Иваном Ропетом, создавшим один из самых впечатляющих павильонов на выставке.

Официальный справочник Международной Колумбийской выставки описывает русский вклад в выставку изящных искусств как «возможно лучшую коллекцию русских картин, когда-либо выставленных за пределами Российской Империи». Наряду с работами Айвазовского там были представлены выдающиеся работы его современников – Ильи Репина, Генриха Семирадского, Константина Маковского. Но именно участие Айвазовского в Колумбийской выставке привлекло значительное внимание публики и прессы. Газета «Чикаго Дэйли Трибьюн» много писала о популярности художника: «предводитель всех русских художников – это Иван Константинович Айвазовский, чья серия морские пейзажей привлекла так много внимания. Он один из немногих русских, чьи работы можно причислить к романтической школе... Его моря не только те, которые он лично видел, но скорее моря его воображения». В другой статье «Дэйли Трибьюн» описывалось восхищение публики способностью художника передавать световые эффекты: «они стоят и с неподдельным удивлением оглядываются по сторонам, пытаясь понять, из какого окна исходит свет».

Вместе с посещением Колумбийской выставки 1893 года, Айвазовский планировал полугодовое путешествие по Соединенным Штатам. Его отправной точкой стал Нью-Йорк, куда он прибыл со своей женой тринадцатого октября 1893 года. Из Нью-Йорка они отправились в Вашингтон, а позже посетили Сан-Франциско. Где бы они не появлялись, публика встречала художника с огромным энтузиазмом. К сожалению, эта поездка вскоре оборвалась и ему пришлось вернуться в Россию до открытия Колумбийской выставки. Однако демонстрация выдающихся работ признанного мастера-мариниста на выставке в Чикаго безусловно стала одной из самых успешных его зарубежных выставок. На редкость удачная композиция картины, ощущение бескрайнего морского простора, изысканная приглушенная цветовая палитра и богатство живописных деталей блестяще демонстрируют удивительный художественный талант и мастерство известного русского художника.



(detail)

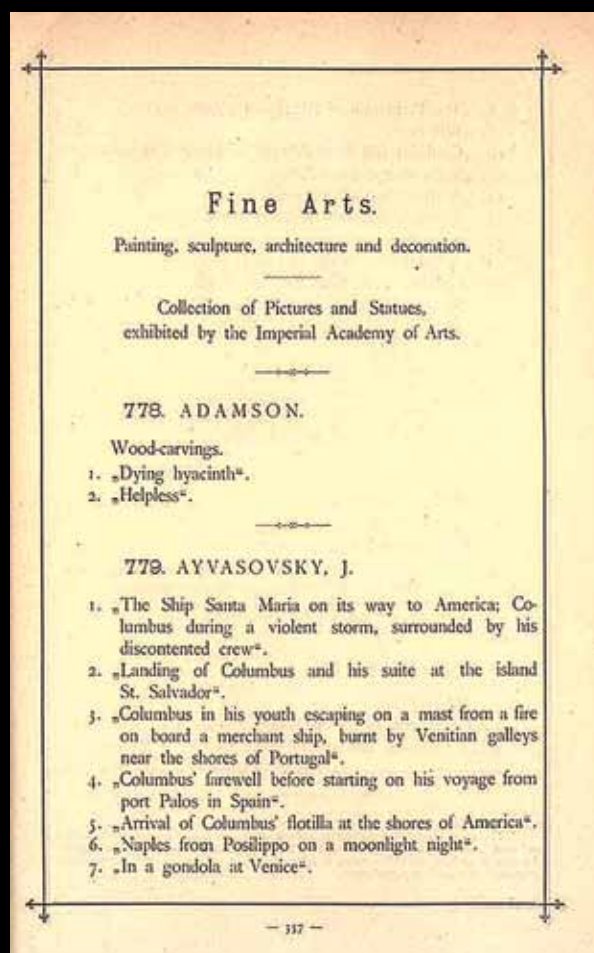


Fig. 3. The present work listed on p. 357, no. 5.



VARIOUS PROPERTIES

24

**NIKOLAI KONSTANTINOVICH ROERICH
(RUSSIAN, 1874-1947)**

Trees, sketch for a painting
signed with artist's monogram (lower left); stretcher
inscribed with numbers '216' and '64'
gouache and tempera on canvas
45 x 25cm (17 11/16 x 9 13/16in).

£40,000 - 50,000
US\$64,000 - 80,000
€50,000 - 63,000

Provenance

Louis and Nettie Horch collection, New York, c. 1935
Thence by descent
Private collection from 2010

Literature

Paintings by Nicholas Roerich, 8th ed., New York:
Roerich Museum catalogue, 1930, page 16, item 166



**PROPERTY FROM A PRIVATE
COLLECTION, NEW YORK**

25*

NIKOLAI KONSTANTINOVICH ROERICH (RUSSIAN, 1874-1947)

Study of Arizona, 1921
signed with artist's monogram (lower right)
tempera on board
30 x 40cm (11 3/4 x 15 3/4in).

£40,000 - 60,000
US\$64,000 - 96,000
€50,000 - 76,000

Provenance

Roerich Museum, New York, 1923-1935.
Nettie and Louis Horch, New York, 1935.
Dr. Carlos Giro, New York, 1960s.
Private collection, USA, 1994-2006.
Gene Shapiro Auctions, 16 November 2013, lot 134.
Acquired from the above by the present owner.

Exhibited

New York, Roerich Museum, 1924-1935 (permanent exhibition).

Literature

N. Roerich. List of Paintings, 1917-1924. Autograph, Nicholas Roerich Museum archive. Nos. 78-80 in year 1921.
F. Grant et al., *Roerich. Himalaya*, New York, Brentano Publishing, 1926, p. 199.

PROPERTY FROM A PRIVATE COLLECTION, NEW YORK

26*

NIKOLAI KONSTANTINOVICH ROERICH (RUSSIAN, 1874-1947)

The Offerings, c. 1910

signed with artist's monogram and indistinctly dated (lower centre), inscribed and titled in Cyrillic 'Offerings', with label of Corona Mundi Institute and exhibition label, with later inventory numbers (on verso) tempera on board

51.5 x 74.8cm (20 1/4 X 29 1/2in).

£400,000 - 600,000

US\$640,000 - 960,000

€500,000 - 760,000

Provenance

Property from a private New York collection.

Helena Roerich, 1910.

Roerich Museum, New York, until 1938.

Nettie and Louis Horch, New York, until 1957.

Dr. Carlos Giro, USA.

Private collection, USA.

Sale, Gene Shapiro Auctions, 16 November 2013, lot 131.

Acquired from the above by the present owner.

Exhibited

International Baltic Exhibition (Malmö, Sweden), 1914, no. 1085. Stockholm., November 1918 (see: Elena Sojni, *Northern Images of Nicholas Roerich*, page. 156.

Helsinki, Finland. 1919. (see Elena Sojni, *ibid.* page 160, no. 24).

Spells of Russia, the Goupil Gallery London. May, 1920, no. 18.

Spells of Russia, Poslic Art Gallery. Worthing, England, no. 84, 1920. Roerich Exhibition, Kiingore Gallery, New York. Dec. 20, 1920 – Jan 15, 1921.

N. Roerich Museum, before 1935 (permanent collection).

Literature

Baltic Exhibition Catalogue, Baltic Exhibition, Malmö (Sweden), 1914.

Apollon, April – May, 1915, no. 4-5, illustrated.

A. Gidoni, *N.K. Roerich*, St. Petersburg, 1915, illustrated.

Roerich, "Free Art" Publishing, St. Petersburg, 1916, illustrated.

S. Ernst, *N. K. Roerich*, St. Petersburg, 1918, illustrated.

A. Yaremenko, *N. K. Roerich*, New York, 1931, illustrated, pl. 10.

Spells of Russia, exhibition catalogue, London, 1919.

Spells of Russia, Worthing, England, 1919.

The Roerich Exhibition, exhibition catalogue, ed. by C.H. Brinton, New York, 1920, illustrated.

The World of Art, The New York Times, 19 December, 1920, illustrated.

Roerich Museum Catalogue, New York, 1930, page 16, no. 147.

Russia through the Eyes, Mary Gardon, Chicago Opera Co., illustrated.

Nicholas Roerich, *Himalaya*, Brentano's Publishing, New York, 1926, page 204, #147, on page 190 "Offerings" is dated 1909.

Nina Selivanova, *The World of Roerich*, New York, 1926, page 66.

P. Belikov, V. Kniazeva, *N. Roerich*, Moscow, 1972, page 83.

E. Yakovleva, *Art of Stage Design*, Czech Republic, 1996, page 23, 69, 120, illustrated.

N. Roerich. Life and Work, Moscow, 1978, pages 52, 156, 157.

N. Roerich. Life, Work, Mission, Moscow, 2007, pages 194,197,374.

N. K. Roerich, *Biographical Materials 1917-1919*, St.Petersburg, 2008, page 413, illustrated.

N. Roerich in Russian Press, St.Petersburg, 2007, Vol. 4, page 458.

N. Roerich in Russian Press, St.Petersburg, 2008, Vol.5, pages 432,429.

4th International Conference "Roerich's Heritage," Presentation of Dr. Elena Yakovleva, Russian Museum, St. Petersburg, Oct. 10, 2006, illustrated.

V. Kniazeva, *N. Roerich*, Moscow, 1963, page 61.

S. Yarevich, D. N. Popov, *At Work Source. Roerich's World*, Izobrazitel'noe Iskusstvo, Moscow, 1993, page 444, illustrated.

E.I. Polyakova, *N. Roerich*, Moscow, Iskusstvo, 1973, pages 154-157.

N. Roerich, Agni Publishing, Gallery of Art Academy, Art Centre "Kunstberatung", Samara-Moscow-Zurich, 2011, Vol 2, page 458, illustrated.



PROPERTY FROM A PRIVATE COLLECTION, NEW YORK

27*

NIKOLAI KONSTANTINOVICH ROERICH (RUSSIAN, 1874-1947)

'Tulola', 1918

inscribed 'Tulola', number 427, with paper labels of Riverside Museum, New York and Rose Art Museum of Brandeis University, Massachusetts (on verso)

pencil, gouache and tempera on paper laid on board

29.8 x 67.8cm (11 3/4 x 26 3/8in).

£250,000 - 350,000

US\$400,000 - 560,000

€310,000 - 440,000

Provenance

Roerich Museum, New York, 1923-1935.

Nettie and Louis Horch, New York, 1935.

Riverside Art Museum, New York, 1960s.

Rose Art Museum, Brandeis University, Massachusetts, 1971.

Russian Art, Christie's, New York, 18 April 2008, lot 51 (entitled 'Sketch for Ladoga series').

Purchased from the above by a private collector, USA.

Gene Shapiro Auction, New York, 16 November, 2013, lot 138.

Property from a private collection, New York City.

Exhibited

Possibly exhibited in Stockholm (November, 1918), Copenhagen and Helsinki (1919) and London (1920) as one of the paintings from Ladoga series.

New York, Roerich Museum. 1924-1935 (permanent exhibition).

Literature

Roerich Museum Catalogue, New York, 1930, p. 16, nos. 151-164, probably listed among the group entitled 'Ladoga Series'.

Nikolai Roerich spent the summer of 1918 on Tulola, a large island in Lake Ladoga located in Karelia. He was deeply taken with the serene and expansive beauty of his surrounding, which brought him new inspiration. During that prolific year, he painted 117 works, more than half of them inspired by Karelian landscapes. The present work beautifully depicts the vastness and isolation of the remote island.



(verso)





**PROPERTY FROM A PRIVATE
COLLECTION, FLORIDA**

28*

NIKOLAI KONSTANTINOVICH ROERICH (RUSSIAN, 1874-1947)

Babu Pass, 1929, from the 'Kulu' series
labelled with the title 'Kulu' (on the frame), dated and numbered by
the artist 'N 46 1929' (on verso)
tempera on canvas laid on board
15.5 x 29cm (6 1/8 x 11 7/16in).

£15,000 - 20,000

US\$24,000 - 32,000

€19,000 - 25,000

Provenance

Nicholas Roerich Museum, New York, c. 1921.
Nettie & Louis Horch, c. 1935.
Acquired from the above by a private American collector, c. 1989.
Thence by descent, 1990.

Literature

Roerich Museum Catalogue, 8th edition, New York: Roerich
Museum, 1930, p. 37, under no. 962.

We are grateful to Mr. Gvido Trepša, Senior Researcher at the
Nicholas Roerich Museum, New York, for his assistance in
cataloguing this lot.



**PROPERTY FROM A PRIVATE
COLLECTION, FLORIDA**

29*

NIKOLAI KONSTANTINOVICH ROERICH (RUSSIAN, 1874-1947)

Mongolia, 1928-1929

inscribed and dated 'N59 1928-1929' (on verso), with later
inscriptions and numbers

tempera on board

15.5 x 26.5cm (6 1/8 x 10 7/16in).

£20,000 - 30,000

US\$32,000 - 48,000

€25,000 - 38,000

Provenance

Nicholas Roerich Museum, New York, c. 1921.

Nettie & Louis Horch, c. 1935.

Acquired from the above by a private American collector, c. 1989.

Thence by descent, 1990.

Literature

Roerich Museum Catalogue, 8th Edition, New York, Roerich
Museum, 1930, page 37, under no. 975.

We are grateful to Mr. Gvido Trepša, Senior Researcher at the
Nicholas Roerich Museum, New York, for his assistance in
cataloguing this lot.

PROPERTY FROM AN IMPORTANT AMERICAN COLLECTION

30* W

NIKOLAI KONSTANTINOVICH ROERICH (RUSSIAN, 1874-1947)

'The praying stylite (Ecstasy)', 1918

signed with artist's monogram and dated '1918' (lower left), affixed with 'Property of Master Institute of United Arts, Inc.' label, inscribed in pencil with 'N 67', '120' and additional numbers and markings (on verso)

tempera and oil on canvas

154.3 x 129.4cm (60 3/4 x 50 15/16in).

unframed

Estimates available upon request

Provenance

Painted in Sortavala, Finland, 1918.

Roerich Museum, New York, 1923-1935.

Nettie and Louis Horch, 1935-1971.

Brandeis University, Waltham, Massachusetts, USA, 1971.

Acquired from the above by the present owner, circa 1990.

Exhibited

London, The Goupil Gallery, *Nicholas Roerich, Spells of Russia*, 1920.

Worthing, The Public Art Gallery, *Nicholas Roerich, Spells of Russia*, 1920.

New York, Kingor Galleries; Boston, Boston Art Club; Buffalo, Albright Art Gallery; Chicago, Art Institute; St Louis, City Art Museum; San Francisco, Museum of Art; Omaha, Fine Arts Society; Kansas, City Art Institute; Cleveland, Museum of Art; Indianapolis, Herron Art Institute; Minnesota State fair; Milwaukee, Art Institute; Detroit, Institute of Art, and elsewhere, *The Nicholas Roerich Exhibition*, 1920-1923.

New York, Roerich Museum, 1924-1935 (permanent exhibition).

Literature

Nicholas Roerich, *List of Paintings 1917-1924*, MS, Nicholas Roerich Museum Archive, No 2 in the year 1918, listed as 'Предстоящий столпник.'

Nicholas Roerich, *Spells of Russia*, The Goupil Gallery, London, 1920, cat. no. 120, listed as 'Ecstasy.'

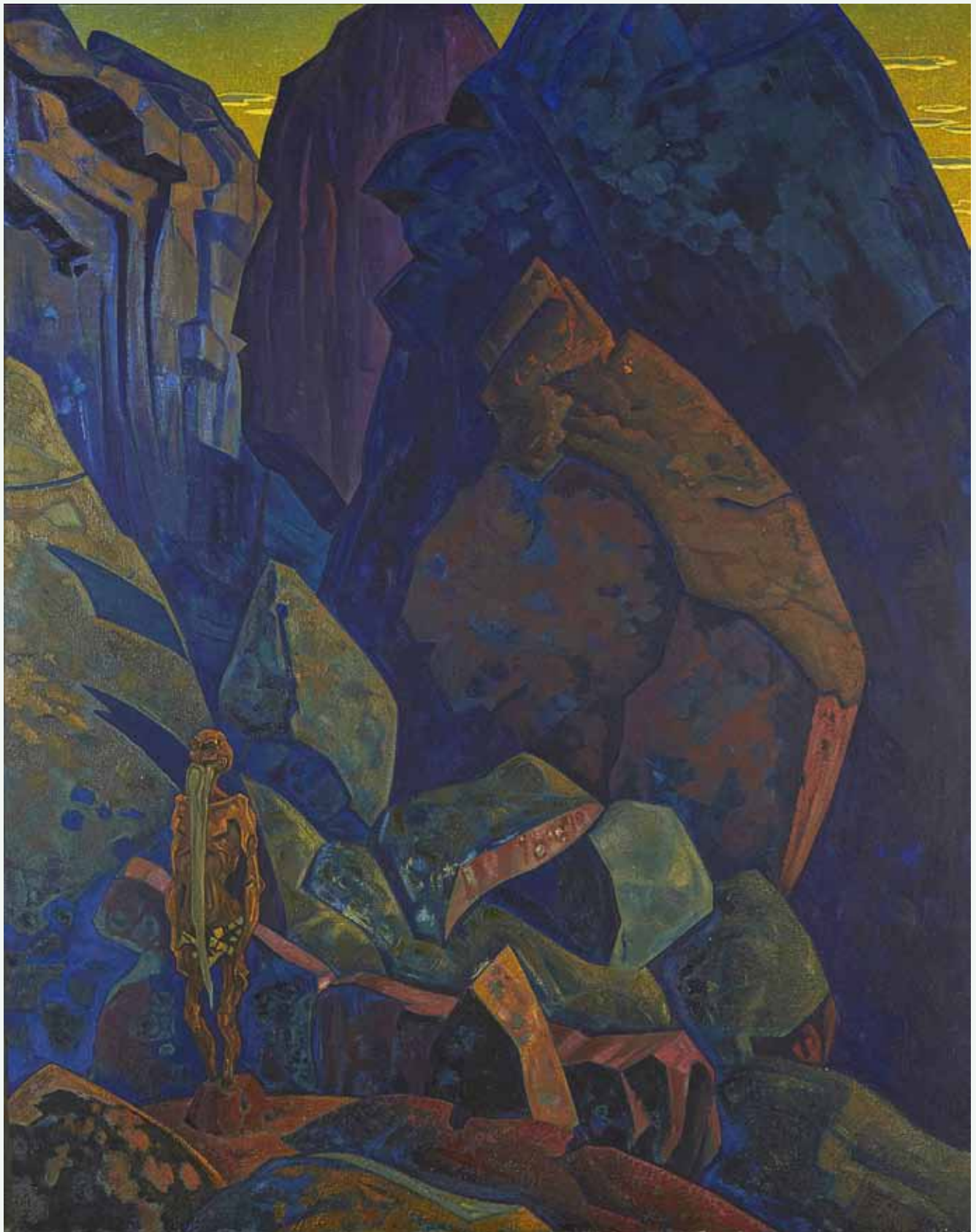
Nicholas Roerich *Spells of Russia*, The Public Art Gallery, Worthing, 1920, cat. no. 90, listed as 'Ecstasy.'

Christian Brinton, *The Nicholas Roerich Exhibition*, Redfield-Kendrick-Odell Company, Inc., New York, 1921, no. 22, listed as 'Ecstasy', illus. pl. 8.

Frances R. Grant, et. al, *Roerich, Himalaya, A Monograph*, 1926, p. 196, listed as 'Ecstasy.'

Roerich Museum Catalogue, Eighth Edition, 1930, p. 12, no. 22, listed as 'Ecstasy.'

Nicholas Roerich, Zurich, Agni Publishing House, 2008, illus. p. 219, no. 255.





(detail)

In the difficult years preceding the Revolution of 1917, Roerich retreated into the remote isolation of the Karelian countryside, where he continued his spiritual journey and artistic growth. Present monumental masterpiece, painted in Sortavala in 1918, is one of the most important works of that period and arguably one of the greatest achievements of his entire artistic legacy.

During the Karelian period (1916-18), Roerich withdrew from civilization into the magnificent northern landscape, discovering a profoundly spiritual experience and finding a new artistic direction. As the artist wrote in his autobiographical novel 'Flame':

One can hardly find the same cheerfulness and energy that the North gives you... When a person finds himself in nature, he is like a child. A child sometimes sees a nightmare, but it is enough for him to open his eyes to find himself in Paradise again... I feel enough energy to begin a new chapter in my life. Nothing concerns me anymore and my past is not bothering me... My sight is set on the future (Nikolai Roerich, 'Flame,' Paths of Enlightenment, New York, 1924, pp. 32-56).

The painting depicts an emaciated hermit in stoic contemplation: praying stylite amongst an outcrop of rocks. His beard has grown long enough to touch his knees, attesting to the duration of the man's spiritual quest. Though withered, he presents a powerful figure, standing upright and intently staring into the light above. His feet have fused with the rock beneath; the stylite is integrating with his beautiful surrounds and perhaps the Universe above. The monolithic cliffs and rigid rocks that hover in the distance above the figure resemble human faces, implying that his journey is one of thousands in a timeless tradition of sacred contemplation.

The themes and content of this painting resemble Roerich's own spiritual transformation during this time, as evinced the poem 'Light,' which he wrote in 1918:

*...Who discovered that, which does not know
neither form, nor sound, nor taste,
has no end and no beginning?
In the dark, when everything
ceases to be, the thirst of the dessert and the salt
of the ocean! I will await Thy radiance.
Before Thy Face the sun does not shine. The moon
does not shine. Nor stars, nor flames, nor
lightening. The rainbow does not glow, the aurora
borealis does not light the north.
Only Your face is radiant.
Everything is illuminated in Your light... (Nikolai
Roerich, Colours of Moria, Berlin, 1921).*

Painted with remarkable precision, this painting brings into focus the artist's command of color and composition. The rich colour palette consists of iridescent, shimmering tones and hues that harmoniously blend together, infusing the work with mesmerizing richness and intriguing depth, and guiding the viewer's eye from the figure in the foreground to the rock formation in the center of the painting and the cliffs in the distance. This masterly effect encourages the viewers' own intimate experience with the painting and perhaps invites them to contemplate their own spiritual journey.

Writing about her encounter with Roerich at his first solo exhibition in America at Gallery Kingor in the winter of 1920, the vice-president of the Roerich Institute for United Arts in New York, Zinaida Fosdick, left one of the most vivid descriptions of the effect of this painting:

As I was standing before 'The Treasure of Angels,' 'Pagan Russia,' and 'Ecstasy' – three enormous canvases of supreme beauty and calmness... I could not hear the crowd anymore, it went away and got silent. I was standing face to face with Infinity. It was hard to breathe and tears filled my eyes, and thoughts and feelings filled my heart... (Z.G. Fosdik, 'Meeting with my Master,' My teachers. Meetings with the Roerichs, 1998, pp. 33-39).

The artist began work on this painting a year earlier, perfecting the composition in 1917 with a pencil drawing, and progressing to a study in color which examined the hermit's body and elements of the surrounding landscape in greater detail. The final painting, with its tighter composition, inner tension and brilliant colors sharpens the tones conveyed in these sketches and brings them to a monumental scale and grandeur.

Roerich titled his preliminary study *Stolpnik* (a designation of an orthodox saint who achieved sainthood through a specific type of a long prayer outdoors), but the final version was instead titled *Predstoyaschii*, literally 'standing before.' After Roerich's emigration the work received the title 'Ecstasy,' which was used when the work was prominently exhibited as a part of Roerich's personal shows in London and New York. Between 1920 and 1923, the exhibition successfully toured the United States, with shows in Boston, Chicago, St. Louis, San Francisco, Cleveland, Detroit and many other cities. From 1924 the painting an honorable place in the permanent collection of then newly created Roerich Museum in New York. In 1935, it was transferred into the possession of the president of the museum, Louis Horch, and in 1971 it became a part of the art collection of the Brandeis University Museum in Massachusetts. Thereafter it was long unavailable to specialist and collectors, carefully preserved and hidden with museums and private collections. Fortunately, this beautiful masterpiece is now back in public view, where it can garner the appreciation and contemplation it so richly deserves.

We are grateful to Dmitri Popov (The State Museum of Oriental Art, Moscow) for his assistance in the preparation of the essay and to Mr. Gvido Trepša for researching the provenance of the present work. We would also like to thank the museums of Moscow and New York for supplying images from their archives.



Fig 1. N. Roerich, Ecstasy, study, 1917, tempera on cardboard, 47 x 47cm, private collection, United States.



(detail)

Монументальное полотно «Предстоящий» («Экстаз») является одним из самых важных произведений краткого, но чрезвычайно плодотворного карельского периода творчества (1916–1918) Николая Рериха и одним из ярчайших шедевров его художественного наследия в целом. В трудные годы после революции 1917 года, оказавшись в вынужденной эмиграции, художник продолжал свои духовные поиски.

Картина, на которой изображён отшельник-столпник, повествует о духовном подвиге пустынноика, чья воля преодолевает мирскую тщету: тело его становится частью природы, душа воспаряет в просторы мироздания, а дух погружается в непостижимость Абсолюта. На тонкой грани слияния стихий земли, воды, ветра и небесного света с ним происходит величайшее таинство полного преображения. Он уже не помышляет о волевом вмешательстве в происходящее в мире, а пребывает на конечном пути к полному воссоединению с Абсолютом.

В этот период художник пишет целую серию белых стихов, в которых описано охватившее его мистическое мироощущение. Так, в стихотворении «Свет» 1918-го года он пишет:

*...Кто узнал то, что не знает
ни формы, ни звука, ни вкуса,
не имеет конца и начала?
В темноте, когда остановится
всё, жажда пустыни и соль
океана! Буду ждать сиянье
Твое. Перед Ликом Твоим
не сияет солнце. Не сияет
луна. Ни звёзды, ни пламя,
ни молнии. Не сияет радуга,
не играет сияние севера.
Там сияет Твой Лик.
Всё сияет светом его... [1]*

Монументальный размер холста, весьма редкий для художника в это время, свидетельствует о его особом отношении к этому произведению и необходимости масштабного полотна для выражения величия идеи, долго вынашиваемой и созревающей в душе художника. Богатство колорита, мерцающее нескончаемым богатством оттенков, гармонично сливается в единую красочную симфонию, пленяя и завораживая взгляд. Высокое художественное мастерство Рериха открывается новыми гранями при более близком рассмотрении работы. Благодаря близости переднего плана к зрителю статично спокойный, но вместе с тем внутренне напряжённый сюжет создаёт эффект невольного соприсутствия и соучастия в происходящем. Многовековая красота природы и сподвижнический духовный подвиг старца заставляют задуматься над сутью бытия и вечностью мироздания.

Фигура старца, иссохшая до состояния мумии, с по голень вросшими в камень ногами и бородой до колен, создаёт впечатление не менее чем векового предстояния Вселенной и Богу. Фигуры и лица его полностью окаменевших предшественников, огромными ликами вырастающие в очертаниях каменистых монолитов позади старца напоминают о тысячелетней традиции священного созерцания. Впрочем, можно предположить и обратную связь: возможно сами скалы в окружении просветлённого предстоятеля, будучи вовлечёнными в его вековой напряжённый экстаз, начали трансформироваться и очеловечиваться. В великолепном полотне, поражающем великолепием красок и сложностью идейного содержания, Рерих словно подводит итог своим художественным и философским исканиям первой (до-индийской) половины своего творчества. Идеи духовного подвижничества, глубокой связи земного и небесного, и общности духовных исканий человечества получили дальнейшее развитие в более поздней серии работ «Знамёна Востока», посвященной изображению великих святых, основателей мировых религий и подвижников веры.

Полуотшельническая жизнь в Карелии, посреди величественной северной природы, вдали от суеты не только столицы и больших городов, но и вообще сколь-либо многочисленных поселений, оказала глубочайшее влияние на душу художника и дала новое направление творческим поискам. Так, в автобиографической повести «Пламя» он пишет: «*Ту радость и бодрость и силу, какую дает Север, вряд ли можно найти в других местах... Человек, находясь в природе, всегда похож на ребёнка. Ребёнку случается видеть тяжёлый, мучительный сон. Но стоит ему только открыть глаза и он снова увидит себя в раю... Я чувствую силу начать новую страницу жизни. Мне ничто не мешает. Бывшее уже не касается меня. И глаз мой вперёд обращён...*» [2]

В это же время Рерих пишет пьесе «Милосердие», центральной фигурой в которой является отшельник Сурендру Гаятри, полностью удалившийся от мира людей в мир природы и посвятивший себя духовному единению с Мирозданием. [3] Тема духовного роста и универсального понимания мира отработывалась Рерихом одновременно литературными и художественными методами. Первыми этапами к задуманной художником картине стал карандашный рисунок 1917-го года и вскоре последовавший за ним красочный эскиз, в которых художник разрабатывал композицию, фигуру отшельника, элементы окружающего пейзажа и оттачивал колористическое решение.

Переходя к написанию самой картины, он существенно перерабатывает композицию дальнего плана, первоначально представленного в виде уходящего вдаль скалистого берега морского залива и чистого неба над ним в правой части изображения. В представленной работе Рерих отказывается от морского вида, дополняя композицию рельефной скалой, напоминающей стену древней крепости, и уводя её в бесконечную даль глубокого вечернего неба, подсвеченного золотыми бликами заходящего Солнца. Колористическое решение холста приобретает вид мерцающего фантастического ковра, по творческой воле самой Природы, сотканного из переливающихся драгоценных камней и цветных лишайников.

Предварительному эскизу Рерих дал название «Столпник», а законченное полотно в 1918 году было названо «Предстоящий». После переезда художника на Запад работе было дано английское название «Ecstasy» («Экстаз»). Именно под этим названием она занимает центральные места на персональных выставках Рериха в Лондоне, а затем и в Нью-Йорке. Наиболее яркое описание силы воздействия этого великолепного произведения на зрителя мы встречаем в воспоминаниях вице-президента рериховского Института Объединённых Искусств в Нью-Йорке Зинаиды Фосдик о её встрече с Рерихом на его первой персональной выставке в Америке в Нью Йоркской галлерее Кингор зимой 1920-го года:

«Я стояла перед «Сокровищем Ангелов», «Русью Языческой», «Экстазом» – тремя огромными полотнами сверхчеловеческой красоты и покоя... В моём восприятии толпа отхлынула, затихла. Я стояла лицом к лицу с Бесконечностью... У меня перехватило дыхание, слёзы подступали к глазам, мысли и чувства переполняли сердце...» [4]

В 1920–1923 годах выставка с успехом прошла в Бостоне, Чикаго, Сент-Луисе, Сан-Франциско, Кливленде, Детройте и многих других городах США. С 1923 года вместе с другими картинами художника она занимает почётное место в постоянной экспозиции созданного в Нью-Йорке Музея Рериха. А в 1935 работа переходит во владение Президента Музея Рериха в Нью-Йорке Луиса Хорша, откуда в 1971 году попадает в художественное собрание музея университета Брандейс в Массачусетсе. В середине 1990-х годов музей

принимает решение расстаться с группой работ Рериха, и картина приобретает частным коллекционером. На длительный период исчезнувшая из поля зрения специалистов и коллекционеров, и бережно хранившаяся в запасниках музея и частных коллекциях, это замечательное произведение возвращается из забвения и по-праву занимает место в ряду наиболее значительных работ прославленного художника.

1. Рерих Н.К., *Цветы Мории* / Сборник стихов. – Берлин, 1921.
2. Рерих Н.К., *Пламя* / Повесть-письмо // Рерих Н.К., Пути Благословения. – Нью-Йорк, 1924. – С. 32-56. – (Написана в сентябре 1918 года).
3. Рерих Н.К., *Милосердие* / Пьеса // Рерих Н.К., О вечном. – Москва, 1991. – С. 415-437.
4. Фосдик З.Г., *Встреча с моим Мастером* // Фосдик З.Г. Мои учителя. Встречи с Рерихами. По страницам дневника. – М., 1998. – С. 33-39.

Вопiams благодарит Дмитрия Попова (Государственный Музей Искусства Востока, Москва) за помощь в подготовке статьи, Гвидо Трепшу (Музей Николая Рериха, Нью Йорк) за проведенное исследование по провенансу работы, музей в Москве и Нью Йорке за предоставленные из их архивов фотографии.



(detail)



Fig. 2. N. Roerich, Ecstasy, 1918, sketch for the painting 'The Praying One (Stylite)', 1918, gouache on cardboard, 47 x 47cm, State Museum of Oriental Art, Moscow (detail).



PROPERTY OF A PRIVATE COLLECTOR, NEW YORK

31
NIKOLAI KONSTANTINOVICH ROERICH (RUSSIAN, 1874-1947)
 'Tangla', 1928-1929
 dated and numbered by the artist 'N 66 1928-1929' (on verso)
 tempera on panel
 22 x 27.6cm (8 5/8 x 10 7/8in).

£60,000 - 80,000
US\$96,000 - 130,000
€76,000 - 100,000

Provenance

Roerich Museum, New York, 1929-1935.
 Nettie and Louis Horch, New York, 1935.
 Private collection, USA.
 Russian Art, Christie's, New York, 18 April 2008, lot 62, entitled 'Leaf from the Tibetan album'.
 Acquired from the above by a private collector, USA.
 Gene Shapiro Auctions, 16 November 2013, lot 139.
 Acquired from the above by a private collector, New York.

Exhibited

New York, Roerich Museum, 1929-1935 (permanent exhibition).

Literature

Roerich Museum Catalogue, New York, 1930, p. 37, no. 983 (listed as 'Thang-La').

This luminous painting depicts the Tangla mountain range in India, reached by Nikolai Roerich's expedition in late 1928, when it traveled from Mongolia to Darjeeling, India. Believed to be a sacred place looked after by a multitude of Indian deities, the Thang La Pass in the Tangla mountains became a frequent subject of Roerich's paintings. The latest research conducted by Gvido Trepša, Senior Researcher at Nicholas Roerich Museum in New York, clarified the correct title for the present work, executed in 1928-1929.



PROPERTY OF A PRIVATE COLLECTOR, NEW YORK

32*

NIKOLAI KONSTANTINOVICH ROERICH (RUSSIAN, 1874-1947)

Mont Blanc, 1923

inscribed '14'/'Winter'/Nicholas Roerich' and dated '1923', with further numbers and inscriptions (on verso)

tempera on board

30 x 40cm (11 3/4 x 15 3/4in).

£50,000 - 70,000

US\$80,000 - 110,000

€63,000 - 88,000

Provenance

Roerich Museum, New York, 1923–1935.

Nettie and Louis Horch, New York, from 1935.

Dr. Carlos Giro, New York, 1960s.

Private collection, USA, 1994-2006.

Gene Shapiro Auction, 16 November 2013, lot 133.

Acquired from the above by the present owner.

Exhibited

New York, Roerich Museum, 1924–1935 (permanent exhibition).

Literature

N. Roerich. List of Paintings, 1917-1924, Autograph, Nicholas Roerich Museum archive, No. 14 in year 1923.

F. Grant et al., *Roerich. Himalaya*, New York, Brentano Publication, 1926, page 199.

Roerich Museum Catalogue, New York, 1930, page 18, no. 290.

The present work is one of only six paintings executed by Nikolai Roerich in July-August of 1923 during his short stay in the Swiss Alps. The unusual composition, with its focus on the snow-covered peaks, is noteworthy. The cool colour palette of pearl grey, snowy white and dark blue is fresh and airy. Shortly thereafter these colours would give way to much warmer, earthier tones, which became prevalent on the artist's canvases after his expedition to India.

PROPERTY OF A PRIVATE COLLECTOR, NEW YORK

33*

NIKOLAI KONSTANTINOVICH ROERICH (RUSSIAN, 1874-1947)

'The gates of Tmutarakan', set design for Rimsky-Korsakov's opera *The Tale of Tsar Saltan*, 1919 inscribed in Latin 'C.M.' for Corona Mundi International Art Centre and numbered '87' (on verso), stretcher with additional numbers tempera on canvas
64 x 76.5cm (25 3/16 x 30 1/8in).

£200,000 - 300,000

US\$320,000 - 480,000

€250,000 - 380,000

Provenance

Louis Horch, New York, c. 1935.
Gift from the above to Sarah Lawrence College, New York, c. 1972.
Russian Pictures, Christie's, London, 25 November 2008, lot 257.
Acquired from the above by the present owner.

Exhibited

London, The Goupil Gallery, *Nicholas Roerich. Spells of Russia*, 1920, no. 141.
Worthing, The Public Art Gallery, *Nicholas Roerich. Spells of Russia*, 1920, no. 86.
New York, Kingor Gallery; Boston, Boston Art Club; Buffalo, Albright Art Gallery; Chicago, Art Institute; St Louis, City Art Museum; San Francisco, Museum of Art; Denver, Art Association; Kansas, City Art Institute; Cleveland, Museum of Art; Indianapolis, Herron Art Institute; Minnesota, State Fair exhibition; Milwaukee, Art Institute; Detroit, Institute of Art; and elsewhere, *The Nicholas Roerich exhibition*, 1920-1923, no. 87.
New York, Nicholas Roerich Museum, Permanent Collection, 1923-1935, no. 87.

Literature

N. Roerich, *List of Paintings*, 1917-1924, Nicholas Roerich Museum Archive, New York, listed as no. 11 under 1919.
Christian Brinton, *The Nicholas Roerich Exhibition*, New York, 1921, no. 87.
F. Grant et al., *Roerich, Himalaya*, New York, Brentano Publications, 1926, p. 197.
Roerich Museum Catalogue, New York, Roerich Museum, 1930, p. 15.

The present painting was executed in 1919 when Nikolai Roerich was commissioned to design stage sets and costumes for a production of Nikolai Rimsky-Korsakov's opera *The Tale of Tsar Saltan* at the Royal Opera House in London. Composed in 1899-1900 and based on the beloved fairy-tale by Alexander Pushkin, the opera lends itself to colourful stage sets and magical settings. The production consisted of four acts (six tableaux) with a prologue and followed a Russian libretto by Vladimir Ivanovich Belsky.

The opera takes place in Tsar Saltan's magical kingdom in the far-away land of Tmutarakan', a historical city near the Azov Sea. The remoteness and obscurity of the city, as well as its proximity to sea routes to the Mediterranean and the Far East suggested to the artist an exotic treatment and rather fantastic setting for the palace of Tsar Saltan. The dramatic colours of okra, dark red and emerald green are reminiscent of the opulence and riches of the exotic East.

In preparation for the production, Roerich completed more than twelve stage designs, sketches for the stage curtains and many costume drawings. Yet regrettably, the production remained unrealized due to financial difficulties. The artist's designs for the opera were first exhibited in London in 1920, and were later included in the grand exhibition of this works traveling across the United States in 1920-1923.



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

34*

NIKOLAI KONSTANTINOVICH ROERICH (RUSSIAN, 1874-1947)

'Lake Hymvola', 1917

signed with artist's monogram and dated '1917' (lower left),
numbered '154,' with applied paper label inscribed by Louis Horch,
further inscriptions in pencil (on verso)
pastel and tempera on board
40 x 43.5cm (15 3/4 x 17 1/8in).

£120,000 - 150,000

US\$190,000 - 240,000

€150,000 - 190,000

Provenance

Roerich Museum, New York, 1927-1935.

Louis and Nettie Horch, New York, USA, until 1957.

Dr. Carlos Giro, USA, 1957-2003.

Private collection, USA, 1994-2006.

Gene Shapiro Auction, 16 November 2013, lot 132.

Acquired from the above by the present owner.

Exhibited

New York, Kingor Galleries; Boston, Boston Art Club; Buffalo,
Albright Art Gallery; Chicago, Art Institute; St Louis, City Art Museum;
San Francisco, Museum of Art; Omaha, Fine Arts Society; Kansas,
City Art Institute; Cleveland, Museum of Art; Indianapolis, Herron
Art Institute; Minnesota State fair; Milwaukee, Art Institute; Detroit,
Institute of Art, and elsewhere, 1920-1923, *The Nicholas Roerich
Exhibition*.

Roerich Museum, New York, 1924-1935 (permanent exhibition).

Literature

Christian Brinton, *The Nicholas Roerich Exhibition*, New York, 1920,
no.154 (nos. 152-172 listed collectively as: Rocks and Cliffs, Ladoga
Series).

Roerich, New York, Corona Mundi, 1924, plate 22 and titled 'Lake of
Hymvola. Finland'.

Roerich Museum Catalogue, New York, 1930, p. 16, nos. 151-164
(listed collectively as: Rocks and Cliffs, Ladoga Series).





VARIOUS PROPERTIES

35^W

KONSTANTIN IVANOVICH GORBATOFF (RUSSIAN, 1876-1945)

'Venedig', The Doge's Palace
signed in Latin and dated '1929' (lower left), further signed
and inscribed 'Venedig/ C. Gorbatoff' and 'Reproduziert von F.
Hanfstaengl-München/ Venedig/ C. Gorbatoff' (on verso)
oil on canvas
83 x 100cm (32 11/16 x 39 3/8in).

£40,000 - 50,000

US\$64,000 - 80,000

€50,000 - 63,000

Provenance

Hanfstaengl & Co.
Acquired from the above by the grandfather of the present owners
Thence by descent.

Literature

Copyright Office, The Library of Congress, Washington, 1958,
Catalog of Copyright Entries, Third Series, Vol.II, Parts 7-11 A, No.1,
Works of Art, Reproductions of Works of Art, Scientific and Technical
Drawings, Photographic Works, Prints and Pictorial Illustrations,
January-June 1957, p.258

Franz Hanfstaengl was a well-known 19th Century painter, photographer and lithographer. In 1833, he founded a lithographic establishment in Munich which he operated until 1868, and to which he later added a fine art printing shop and a photographic workshop in 1853. In 1893, the Hanfstaengl Publishing Co. was proclaimed the Art Institute for the Bavarian Court.

Following the death of Franz Hanfstaengl in 1877, the family continued to run the company and maintained the tradition of introducing artists to the firm. Hanfstaengl produced a number of postcards of reproductions of Konstantin Gorbatoff's paintings and the offered lot was commissioned by the company and registered for copyright on 14th January 1930 and for renewal on 11 December 1957.

Франц Ханфштенгль был известным художником, фотографом и литографом 19 века. В 1833 году он открыл литографическую мастерскую в Мюнхене, которой руководил до 1868 года. В 1853 году к мастерской была добавлена фотостудия и мастерская по печати оттисков картин художников. В 1893 году Издательский дом Ханфштенгля был объявлен Художественным Институтом при Баварском дворе.

После его смерти в 1877 году, династия Ханфштенглев управляла компанией до 1980 года. Издательский дом подготовил серию открыток с работами Константина Горбатова. Литографии лота, представленного на торги, были заказаны издательским домом, в соответствии с регистрацией авторских прав 14 января 1930 года и затем, 11 декабря 1957 года.



36

OLGA SACHAROFF (RUSSIAN, 1889-1967)

Serenade

signed in Latin (lower right)

oil on board

71.5 x 59.5cm (28 1/8 x 23 7/16in).

£10,000 - 12,000

US\$16,000 - 19,000

€13,000 - 15,000



37

KONSTANTIN FEDOROVICH IUON (1875-1958)

'Moscow, Kremlin'

signed, titled in Cyrillic and dated '1924' (lower left)

oil on canvas

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

£15,000 - 20,000

US\$24,000 - 32,000

€19,000 - 25,000



38

GRIGORY GLUCKMANN (RUSSIAN/AMERICAN, 1898-1973)

Bathers

signed in Latin, dated and inscribed 'Paris, 1935' (lower right)

oil on board

41 x 32.5cm (16 1/8 x 12 13/16in).

£10,000 - 12,000

US\$16,000 - 19,000

€13,000 - 15,000



39

LEONID OSIPOVICH PASTERNAK (RUSSIAN, 1862-1945)

Still life with Dahlias

signed with initials 'LP' in Latin (lower left), signed in Cyrillic (lower right), signed in Latin (upper left); further signed and numbered 'N39' (on verso)

oil on canvas

77.5 x 65.5cm (30 1/2 x 25 13/16in).

£60,000 - 80,000

US\$96,000 - 130,000

€76,000 - 100,000

Provenance

Collection of the artist's daughter Josephine.
Property of a private collection, UK.

Exhibited

Solo Exhibition, Galerie Hartberg, Berlin, 1927 or 1932,
No. 39, numbered on the reverse.



40

**GEORGES DE POGEDAIEFF
(RUSSIAN, 1897-1971)**

Portrait of Nathan Altman
signed in Latin (lower right)
oil on canvas
71.5 x 55.5cm (28 1/8 x 21 7/8in).

£30,000 - 40,000
US\$48,000 - 64,000
€38,000 - 50,000

This portrait of the famous Jewish-Russian artist Nathan Altman (1889-1970) is a very important work by the Russian-born artist, Georges de Pogedaieff. The work implies that Altman sat for it during one of his visits to Pogedaieff's Paris studio - the painting on the wall is a typical Pogedaieff landscape.

PROPERTY FROM A PRIVATE AMERICAN COLLECTION

41* W

ALEKSANDR EVGEN'EVICH YAKOVLEV (RUSSIAN, 1887-1938)

Loge de Théâtre à Pékin
inscribed in Chinese 'Yakovlev. Painted by a
Russian in China. Beijing, 1918' (on banner within
painting); applied paper label inscribed 'Iacovleff/
Baron Lambert/9 ru de la Baume/non payé' (on
verso)

tempera on canvas
107.5 x 118cm (42 5/16 x 46 7/16in).

£500,000 - 700,000

US\$800,000 - 1,100,000

€630,000 - 880,000

Provenance

Baron Lambert de Rothschild, c. 1928.
George Lebert, Belgium (acquired from the above).
Private collection, Belgium (gift from the above, c.
1972).
Thence by descent.

Exhibited

Paris, Galerie Barbazanges, *Alexandre Iacovleff, dessins et peintures d'Asie*, 18 April – 1 May, 1920.
London, Grafton Galleries, *Catalogue of paintings and drawings by Alexandre Iacovleff, Mary MacLeod, C.S. Meacham, E.L.L. Norris, S.P. Wood., T.P. Wood*, 28 May-19 June, 1920, no. 104.
Paris, Galerie La Boétie, *Exposition des artistes russes à Paris en 1921*, 1921.
Brussels, *Le palais des Beaux-Arts de Bruxelles, Exposition d'Art Russe Ancien et Moderne*, May-June 1928, no. 719.

Literature

Catalogue of paintings and drawings by Alexandre Iacovleff, Mary MacLeod, C.S. Meacham, E.L.L. Norris, S.P. Wood, T.P. Wood, exh. cat., 1920, p. 7, under no. 104.
Victor Golubev, *Les Dessins et Peintures d'Extrême-Orient d'Alexandre Iacovleff*, Paris, 1922, pl.15.
Tchou-Kia-Kien, *Le Théâtre Chinois: Peintures, Sanguines et Croquis d'Alexandre Iacovleff*, Paris, 1922.
Chu-Chia Chien and Alexandre Iacovleff, *The Chinese Theatre*, London, 1922, illus. p. 4 as 'Peking Men's Box.'
Exposition d'Art Russe Ancien et Moderne, exh. cat., Brussels, 1928, p. 73, under no. 719.





北京

雅潤福
俄國人繪

一九一

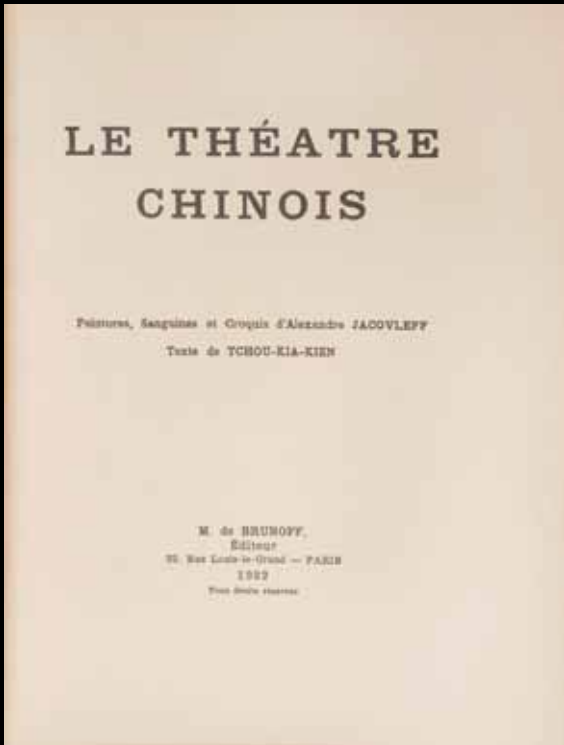


Fig. 1. Title page of Tchou-Kia-Kien's *Le Théâtre Chinois*, Paris, 1922.

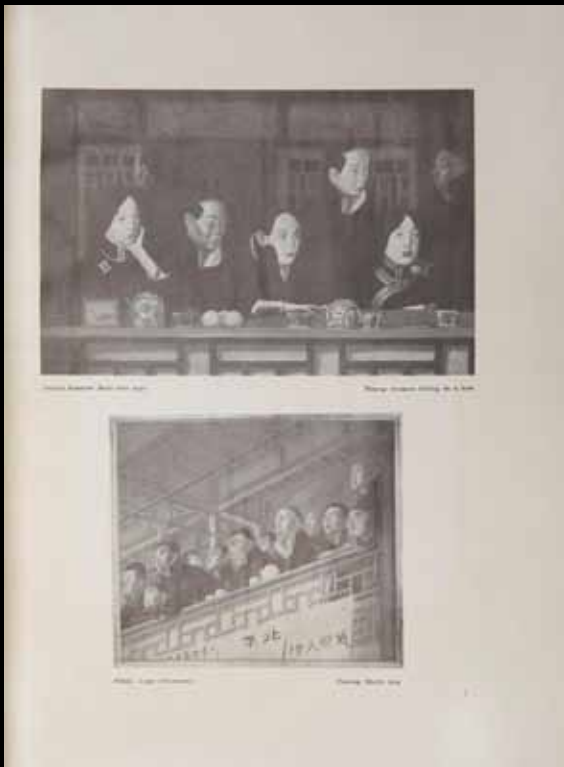


Fig. 2. A. Yakovlev, 'Peking Men's box,' illustrated in Tchou-Kia-Kien's *Le Théâtre Chinois*, p. 4.

In 1917, the young Russian painter, graphic artist and theatre designer Aleksandr Yakovlev used a fellowship he was awarded by the Imperial Academy of Arts to visit China, Mongolia and Japan. While the October Revolution forever transformed the social and political system of Russia, Yakovlev immersed himself in the culture of the Far East, and the impressions and experiences from this journey laid the foundation for his remarkable career and the unparalleled success he achieved as an artist.

Theatre occupied an important place in Yakovlev's oeuvre from the onset of his career. He was an active member of 'Mir Iskusstva' and collaborated with Sergei Diaghilev to design sets and costumes for the *Ballets Russes*. Yakovlev saw theatre as an intricate combination of music, fine art and choreography, which had the power to transform the real world into a playful masquerade, to entertain and educate its audience. It is therefore unsurprising that the timeless beauty of the Chinese theatre particular captivated Yakovlev, who sought to capture the colourful costumes, ceremonies and rituals of the ancient culture. During the two years he spent in China, the artist filled numerous notebooks with sketches inspired by his observations and produced an enormous body of work, which continued to inspire him long after he left Asia. Beguiled by the customs and traditions of China's ancient culture, he adopted a Chinese 'chop mark' to phonetically represent his name as 'Ya-Ko-Lo-Fu,' subsequently using it as an alternative signature.

In *Loge de Théâtre à Pékin*, Yakovlev expertly captured the arresting effect of this ancient art form. Choosing an unusual viewpoint, he depicted a men's box in a traditional Chinese theatre, without depicting the performance itself. The trellised balustrade and ceiling beams frame a group of twelve spectators, engaged in intense observation of the action on stage. Dressed in typical northern Chinese clothing, they differ in ages and appearances. Hardly just passive spectators, the men in the box are an active part of the performance through their impassioned engagement; they brilliantly convey the drama, emotions and theatricality of the performance to the viewer. In *Loge de Théâtre à Pékin*, Yakovlev transforms the audience into yet another character in a centuries-old spectacle of theatrical magic. Effectively engaging the viewer in a fascinating intellectual interplay of the observant and the observed, he comments on the very nature of the relationship between art and its audience. In a unique self-referential gesture, the artist included his signature on the red banner draped beneath the box; translated from traditional Chinese, it reads: 'Yakovlev. Painted by a Russian in China. Beijing. 1918.'

Yakovlev came to regard Chinese theatre as an extraordinary art form 'at once filled with simplicity and wisdom' and as a window which allowed him to understand both China's heritage and modernity. In the book that he illustrated and co-wrote with Chu-Chia Chen, an expert on the history of Chinese theatre, Yakovlev eloquently expressed his fascination with this dramatic art:

*It was at Peking, whose countless walls one after the other reveal the phantoms and ancient mysteries of the autocratic East, where the profane hands of the traveller may touch the abandoned throne of the Celestials, that I entered into contact with modernized China and that I attempted to understand and comprehend the charm of her thousand year old culture... Conventional and profoundly human, created by a people, this art has since assumed a divine form... We are transported back to the earliest times and see China as painted by Marco Polo, or as we divine her in the works of Confucius (Chu-Chia Chen, *The Chinese Theatre*, London, John Lane, The Bodley Head Limited, p. 6).*

Yakovlev must have been aware of his ambivalent relationship to the dramatic art he was observing: even though an outsider to the culture, he possessed a keen sensitivity to the expressiveness and vitality of art, later vividly describing his own impressions of the Chinese theatre:

The scarlet beams of the monumental porch, a sort of miniature triumphal arch, the gay and brilliant mosaic of the posters, the lanterns ornamented by letters with living forms, the crowd, the tumult of ceaseless coming and going, all form a varied symphony of sound and colour. The sound of the tam-tam, the sound of hard wood beating the measure, guiding the orchestra and the movements of the actors, irritates the nerves and produces almost morbid sensations. At times the sharp voice of the little serpent skin violin or the shrill flute dominate all other noises. The rhythm of this strange orchestra produces a visual impression of measure similar to that created by music (ibid., p. 6).

Later in the book, Yakovlev and Chu-Chia Chen explained the customs of traditional Chinese theatre, as well as its cultural significance. Public theatres were not meant to simply entertain a public, but rather to educate the society in morals and values: *But being a place of moral uplifting, the theatre is expected to stimulate virtuous sentiments by picturing on the stage great historic acts of bravery and patriotism. It must condemn vice by showing the punishment of traitors, evildoers, the ungrateful, wives who are untrue, etc. (ibid., p. 20).*

The present painting is the brilliant culmination of Yakovlev's experiences from his pivotal artistic journey through the Far East. Although Yakovlev continued to travel extensively for the rest of his life, no trip affected him as profoundly as did his first visit to China. He never returned to Russia, ultimately settling in Paris. In 1920, Yakovlev exhibited the paintings inspired by his trip through China at the fashionable *Galerie Barbazanges*. The exhibition drew tremendous acclaim from the public, and Yakovlev's paintings were quickly acquired by various collectors. A visitor to the show praised the artist's ability to depict the Chinese culture:

Without any attempt at neo-Orientalism, with no endeavor to imitate or evoke Eastern art forms, the pictures...represented Chinese scenes and people: the spectators at the play, actors and dancers, faces hallucinatingly disguised or the sad, wrinkled features of the peasantry and the poor, the life of the streets and of the country, figures and landscapes. Purity in execution, the uncompromising character of the masterly drawing, the clean intensity of the vivid colours, the absence of light and shadow opposition and of everything illusory or accidental, brought the fifteenth century masters of Italy, Germany and Flanders to mind at once. No concession of the slightest order was made to chance, no claim made on any faculty save that of sheer accomplishment (M. Ciolkowska, 'Iacovleff—Civilized Painter, 'International Studio, 1922, pp. 159-160).

Some time after the successful 1920 exhibit at the *Galerie Barbazanges*, *Loge de Théâtre à Peking* was acquired by the prominent banker and art collector Baron Lambert de Rothschild of Belgium and has since remained in private collections.



Fig. 3. A. Yakovlev, 'Scene from the play "Nan-tien-men" in which the unjustly condemned young wife is saved by a faithful servant,' illustrated in Tchou-Kia-Kien's *Le Théâtre Chinois*, p. 6.



Fig. 4. 'The general Ma-Sou in the historic play "La Retraite de Kia-Ting,"' illustrated in Tchou-Kia-Kien's *Le Théâtre Chinois*.



(detail)

В 1918 году, вслед за успешным завершением своей учебы в Италии, молодой протеже Императорской Академии Искусств Александр Яковлев получил стипендию для поездки в Китай, Монголию и Японию для дальнейшего развития своего художественного мастерства. Он никогда не вернулся в Россию, но впечатления и опыт, полученные во время двухгодичного путешествия по «экзотическим» странам Востока, заложили фундамент его будущих художественных достижений. Особенно глубокое впечатление на Яковлева произвел Китай. Завороженный яркими одеяниями, традиционными церемониями и древними ритуалами, он начал подписывать свои картины китайскими символами, фонетически представляя свое имя на китайский манер, «Я-Ко-Ло-Фу». Среди работ созданных в этот период «Театральная Ложа в Пекине» является одной из самых значимых.

Театр занимал важное место в творчестве Яковлева с самого начала его карьеры, и данная работа из его серии о китайском театре является интереснейшим развитием этой темы. Художник был глубоко поражен вневременной красотой китайского театра – декоративные костюмы, красочные маски, драматичная игра актеров и элегантность стилизации захватили его воображение. Представления китайского театра виделись ему как «наполненные одновременно простотой и мудростью». В книге «Китайский театр», которую Яковлев проиллюстрировал и частично написал в соавторстве со специалистом по китайскому театру Чу-Чиа Ченом, он так выразил свое восхищение этим искусством:

Именно в Пекине, где бесчисленные стены одна за другой обнаруживают призраков и античные загадки деспотического Востока, где непосвященный путешественник может ненароком коснуться самого Небесного трона, я вступил в контакт с современным Китаем и попытался постичь очарование его тысячелетней культуры... Глубоко человеческое и в то же время консервативное, это искусство [театр] с тех пор приняло практически божественную форму. Мы перенесли назад во времени, увидев Китай таким, каким его увидел Марко Поло и каким представляли его мы, читая работы Конфуция. (Chu-Chia Chien and Alexandre Iacovleff, The Chinese Theatre, The Bodley Head Limited, London, 1922, стр. 6)

Художник отмечал, что в Китае театры были не только развлечением, но выполняли и образовательную функцию, стремясь внушить публике уважение к общепринятой морали и ценностям общества: «Будучи местом нравственного подъема, театр должен вызывать праведные чувства, представляя на сцене важнейшие исторические акты мужества и патриотизма. Он должен обличать порок, показывая наказания, которые ждут предателей, злодеев, неблагодарных, лгунов, и подобных им.» (Там же, стр. 20)



Выбрав весьма необычную точку зрения, Яковлев изобразил группу мужчин, сидящих в высокой ложе, опустив изображение самого представления. Узорная решетчатая балюстрада и потолочные перекладки обрамляют группу зрителей, поглощенных пьесой. Одетые в лазурно-голубые, темно-зеленые и черные одежды, традиционные в Северном Китае, они различаются в возрасте и внешности, но все одинаково глубоко поглощены происходящим на сцене. От безразличного слуги на заднем плане до сосредоточенно застывших центральных фигур, эти персонажи оставляют незабываемое впечатление. Их позы и выражения ярко передают драматизм, эмоции, и театральность представления, делая их самих актерами этого спектакля, и дают нам, непосвященным зрителям, возможность прикоснуться к древней магии китайского театра. Позже он описал свои впечатления от посещения китайского театра:

Алые перекладки монументального балкона; миниатюрная триумфальная арка; яркая и сверкающая мозаика плакатов; фонари, украшенные буквами, напоминающими живые формы; толпа и непрерывающееся движение приходящих и уходящих – все это составляет богатую симфонию звука и цвета. Звук тамтама (плотного дерева, отбивающего такт), направляющего оркестр и движения актеров, действует на нервы и вызывает почти болезненные ощущения. Время от времени, резкий звук маленькой скрипки из змеиной кожи или пронзительной флейты перекрывают все остальные звуки. Ритм этого странного оркестра создает визуальное впечатление похожее на то, что создается музыкой. (Там же, стр. 6.)

Довольно необычным жестом стала подпись художника в данной работе: китайские иероглифы на красном полотне балюстрады переводятся: «Яковлев. Написано русским в Китае. Пекин. 1918».

После своего путешествия по Азии, вместо возвращения в Россию, в тот момент находившуюся в самом разгаре Гражданской Войны, Яковлев решил поселиться в Париже. Он выставил работы, вдохновленные своим путешествием по Китаю, в первый раз в галерее Барбазанж в 1920-м году. Они немедленно стали сенсацией, и были быстро распроданы коллекционерам. Один посетитель особенно отмечал успех художника: «Без какого-либо намека на нео-ориентализм, без малейшего посягательства на имитацию восточного искусства, эти работы... изображают китайский уклад жизни и людей: зрителей в театре, актеров и танцоров; лица, искаженные галлюцинациями или грустью; испещрённые морщинами черты крестьян и бедняков; жизнь улиц и деревень; фигуры людей и пейзажи. Точность исполнения, безупречность рисунка, чистота ярчайшего цвета, отсутствие противопоставления света и тени, иллюзии и случайности немедленно вызывают в памяти мастеров пятнадцатого века итальянского, немецкого, и фламандского искусства. Ничто в этой работе не было случайно, и ничто нельзя сказать об этой картине кроме того, что она является выдающимся достижением.» (M. Ciolkowska, Iacovleff—Civilized Painter, 'International Studio, 1922, pp. 159-160)

**PROPERTY FROM A PRIVATE
COLLECTION, CALIFORNIA**

42*

**NICOLAI PETROVICH KRYMOV (RUSSIAN,
1884-1958)**

Landscape with peasant houses
signed in Cyrillic and dated '1925' (lower right)
oil on canvas
59.5 x 84cm (23 7/16 x 33 1/16in).

£60,000 - 80,000

US\$96,000 - 130,000

€76,000 - 100,000

Provenance

Henrickus Engelman, Rotterdam.
Thence by descent.

According to family history, the present lot came from the collection of Henrickus Engelman of Rotterdam, whose family invented and patented the movie screen in the early Twentieth Century. An artist in his own right and an avid art collector, Engelman and his family traveled throughout Europe, including Russia and later the Soviet Union, where they would install movie screens and paint movie premier advertisements.







VARIOUS PROPERTIES

43*

EFIM MIKHAILOVICH CHEPTSOV (RUSSIAN, 1874-1950)

'In the village'

signed in Cyrillic and dated '1924' (lower right), further signed and

titled 'in the village' (on verso)

oil on composite board

30.5 x 41.2cm (12 x 16 1/4in).

£12,000 - 18,000

US\$19,000 - 29,000

€15,000 - 23,000

Provenance

Private collection.

Sold at Sotheby's, New York, 15 April 2008, lot 171.

Acquired from the above by the present owner.



**PROPERTY FROM A PRIVATE
WEST PALM BEACH COLLECTION**

44*

**DAVID DAVIDOVICH BURLIUK
(RUSSIAN/AMERICAN, 1882-1967)**

'Arles'

signed, inscribed and dated 'Burliuk/Arles/1949./Vincent/1888.'

(lower left), further inscribed 'Paris' (lower right)

oil on canvas

46.2 x 60.9cm (18 3/16 x 24in).

£12,000 - 15,000

US\$19,000 - 24,000

€15,000 - 19,000

Provenance

Private collection, Palm Beach, Florida.

Gift from the above to the present owner, c. 1970.

VARIOUS PROPERTIES

45* W

ALEKSANDR EVGEN'EVICH YAKOVLEV
(RUSSIAN, 1887-1938)

'The Winepress'

signed in Latin and dated '1937' (lower right),
partial paper labels from Maxwell Galleries and
Robert C. Vose gallery (on verso)

oil on canvas

127 x 102.5cm (50 x 40 3/8in).

£80,000 - 120,000

US\$130,000 - 190,000

€100,000 - 150,000

Exhibited

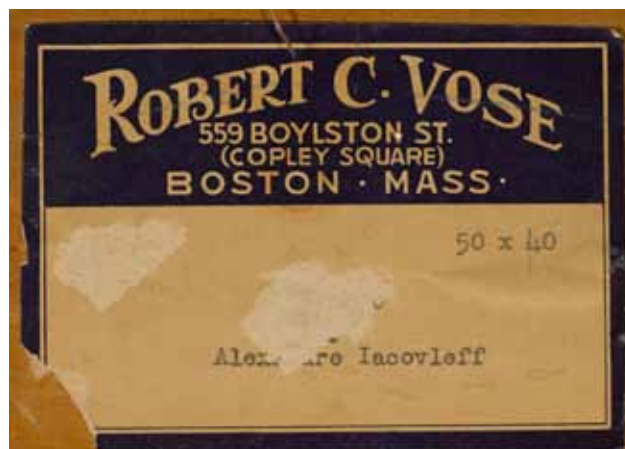
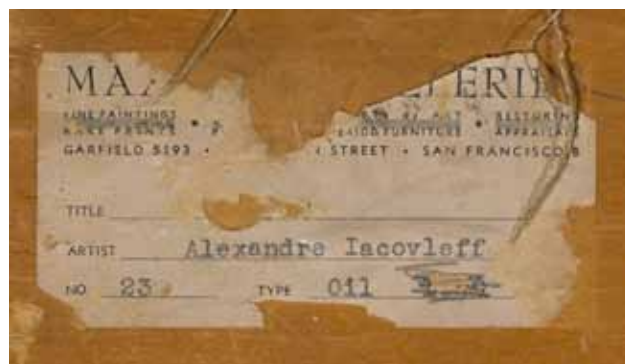
San Francisco, Maxwell Galleries.

Boston, Robert C. Vose, probably 1948.

Literature

Robert C. Vose, exh. cat., Boston,
1948, as 'The Winepress.'

Hailed as an artist-traveler, Yakovlev was widely known and admired for his unique depictions of the countries he visited. His contemporaries were particularly captivated by the images inspired by his explorations of Africa and East Asia. Not easily accessible in the twentieth century, these regions and the cultures of the people living there fascinated Yakovlev's generation, and the superbly executed portraits and landscapes Yakovlev produced abroad earned him great popular success. The artist did not only visit remote continents: after his return from the Citroën expedition in Africa, he also visited, among other countries, Greece and Italy. It is likely that during one of these voyages, he began working on a series of works known as *The Pressoir*, at least six of which are known (*Memorial Exhibition of the Work of Alexandre Iacovleff*, Grand Central Galleries, Inc., New York, 1939, p. 26). One of the paintings is entitled *Wine Press in Capri*, and since Yakovlev was a frequent visitor to the island, it might be the case that the rest of the works in the series were also executed in Capri. The present work likely belongs to *The Pressoir* series. An example of the artist's later style, it features loose brushstrokes, dynamically modeled figures and a subdued colour palette. Experimenting with these techniques in an attempt to reimagine his approach to representation, Yakovlev created a unique work that brightly conveys the energy of the ancient labor of pressing grapes.



(verso)





46

**VLADIMIR (LADO) DAVIDOVICH GUDIACHVILI
(GEORGIAN, 1896-1980)**

Parisian Cabaret

sketch for the 'La Toison d'or' mural painting
signed in Latin and inscribed '21, Paris' (lower
right)

ink and pen on calque paper

34.5 x 26cm (13 9/16 x 10 1/4in).

£10,000 - 12,000

US\$16,000 - 19,000

€13,000 - 15,000

Provenance

Janine Goudiachvili.

Acquired from the above by the family of present
owner, 1936.

Thence by descent.



**PROPERTY FROM A PRIVATE
COLLECTION, CALIFORNIA**

47*

**KARL PAVLOVICH BRYULLOV (RUSSIAN,
1799-1852)**

'Flora'

signed in Cyrillic (lower left); inscribed in Cyrillic
'Flora/Drawn from the model K.P. Bryullov,' with
additional stamps and affixed labels (on verso)

pencil on paper

45 x 30cm (17 11/16 x 11 13/16in).

£10,000 - 15,000

US\$16,000 - 24,000

€13,000 - 19,000

Provenance

Henrickus Engelman, Rotterdam.

Thence by descent.

VARIOUS PROPERTIES

48

ALEKSANDR EVGEN'EVICH YAKOVLEV (RUSSIAN, 1887-1938)

A group of four drawings, one with artist's stamp (lower right) *The house at Port-Cros*; *A Japanese woman on a staircase*; *Rice pots*; *A garden at dusk*
variety of media: sanguine, charcoal, watercolour, gouache, pencil and sgraffito on paper
size of largest: 51 x 59cm (20 1/16 x 23 1/4in).

£10,000 - 12,000

US\$16,000 - 19,000

€13,000 - 15,000

Provenance

Direct descent of the artist's family to Luke Alexander Gray.
Sold at Christie's Russian Pictures Sale, London, 26 November 2008, lot 394.



49

**ATTRIBUTED TO IVAN KONSTANTINOVICH
AIVAZOVSKY (RUSSIAN, 1817-1900)**

The Survivors

signed in Latin (lower right); further signed in Cyrillic
and dated '1896' (on verso)

oil on canvas

36 x 59.5cm (14 3/16 x 23 7/16in).

£60,000 - 80,000

US\$96,000 - 130,000

€76,000 - 100,000

We are grateful to Dr. Gianni Caffiero who has
inspected the painting.





PROPERTY FROM A PRIVATE COLLECTION, RHODE ISLAND

50*

ALBERT ALBERTOVICH BENOIS (RUSSIAN, 1879-1930)

'Fang-Hsin-Kou on Yangtze River'

signed in Latin (lower right)

pencil, watercolour and gouache on board

66 x 95.5cm (26 x 37 5/8in).

£15,000 - 20,000

US\$24,000 - 32,000

€19,000 - 25,000

Provenance

Emil Herrmann, New York, c. 1928.

Thence by descent

Exhibited

San Francisco, Hotel Mark Hopkins, *Albert Benois*, 18-21 March

1928, no. V.

New York, Shepherd Gallery, *Albert Albertovich Benois*, 2012, no. 35.

Literature

A catalogue of paintings by Professor Albert Benois, Graduate of the Russian Imperial Academy of Fine Arts and a member of the Imperial Society of Painters, exh. cat., Hotel Mark Hopkins, 18-21 March 1928.

Albert Albertovich Benois, exh. cat., Shepherd Gallery, 2012.

Born in St. Petersburg in 1879, Albert Albertovich Benois belonged to a family of prominent Russian artists, among them his cousin Albert Alexandrovich Benois (1888-1960), the stage designer, watercolourist and art critic and Nicholas Leontievich Benois (1813-1989), architect to the Russian Imperial family. His father, Albert Nikolayevich Benois (1852-1937) was also an artist, and trained Albert Albertovich, whose works are often confused with those of his other talented family members (*Albert Albertovich Benois*, exh. cat., Shepherd Gallery, 2012).

Albert Benois' talent was recognized early on in his artistic career. While he was a student at the Imperial Academy of Arts in St. Petersburg, the Grand Duke Vladimir purchased seventeen year old Benois' work *The Black Sea*. After completing his education at the Academy, Benois continued his studies in Munich, under the prominent German watercolourist Hans von Bartels (1856-1913), who had a significant influence in the development of Benois' remarkable talent for depicting seascapes. Shortly after returning to St. Petersburg, Benois began to receive government commissions, the most famous among them the decoration of the Russian Pavilion at the 1911 World's Fair in Turin, Italy, where he also received the Grand Prix for his monumental work *Crimea's Shores*. Later that year, the Empress Maria Fedorovna acquired some of Benois' works at the Imperial Society of Painters, and financed the first of the artist's several trips to China, where he executed the present group of paintings. Returning to the country multiple times over the course of his life, Benois spent his last years in China, where he died from tuberculosis in 1930 (Ibid.).

In 1928, the present works were exhibited at the Hotel Mark Hopkins in San Francisco and later acquired by the prominent violin dealer and restorer Emil Herrmann (1888-1968).

Albert Benois and Emil Herrmann (1888-1968) met in Europe circa 1910, when Benois began his virtuoso career as a violinist after briefly serving in the Czar's Army. Benois and Herrmann studied in Belgium, where they became close friends, but the First World War placed them on opposing coalitions: Herrmann was drafted by the German Army in 1915, and interred as a prisoner-of-war in Manchuria. The friends were reunited in early 1920, when Herrmann and his Russian wife, née Kira Yurkevich, left Russia for China following the October Revolution. Albert Benois, who was at the time an aide-de-camp to the Russian military governor of Manchuria, helped the couple secure passes for a train to Dairen, where they boarded a steamer to Europe.

When Albert Benois' work was exhibited at the Hotel Mark Hopkins in San Francisco in 1928, Emil Herrmann was one of the esteemed guests in attendance. In a generous gesture of reciprocity for Benois' kind help in China, Herrmann purportedly acquired the exhibit in its entirety. The present collection of gouaches comes from this 1928 acquisition by Emil Herrmann, the maternal grandfather of the present owner.





51*

ALBERT BENOIS (RUSSIAN, 1888-1960)

'Fishing boat going out to sea at night'
signed in Latin (lower right)
pencil, watercolour, gouache on board
68 x 51cm (26 3/4 x 20 1/16in).

£10,000 - 15,000
US\$16,000 - 24,000
€13,000 - 19,000

Provenance

Emil Herrmann, New York, c. 1928.
Thence by descent

Exhibited

San Francisco, Hotel Mark Hopkins, *Albert Benois*,
1928, no. IV.
New York, Shepherd Gallery, *Albert Albertovich*
Benois, 2012, no. 34.

Literature

A catalogue of paintings by Professor Albert
Benois, Graduate of the Russian Imperial Academy
of Fine Arts and a member of the Imperial Society
of Painters, exh. cat., Hotel Mark Hopkins, 18-21
March 1928.
Albert Albertovich Benois, exh. cat., Shepherd
Gallery, 2012.



52*

ALBERT BENOIS (RUSSIAN, 1888-1960)

'A forgotten temple of Confucius, in the mountain near Tunanfu'
signed in Latin (lower left)
pencil, watercolour and gouache on board
76.8 x 55.3cm (30 1/4 x 21 3/4in).

£10,000 - 15,000
US\$16,000 - 24,000
€13,000 - 19,000

Provenance

Emil Herrmann, New York, c. 1928.
Thence by descent

Exhibited

San Francisco, Hotel Mark Hopkins, *Albert Benois*, 1928, no. II.
New York, Shepherd Gallery, *Albert Albertovich Benois*, 2012, no. 33.

Literature

A catalogue of paintings by Professor Albert Benois, Graduate of the Russian Imperial Academy of Fine Arts and a member of the Imperial Society of Painters, exh. cat., Hotel Mark Hopkins, 18-21 March 1928.
Albert Albertovich Benois, exh. cat., Shepherd Gallery, 2012.



53*

ALBERT BENOIS (RUSSIAN, 1888-1960)

'Sea'

signed in Latin (lower right)
watercolour and gouache on board
66.1 x 95.1cm (26 x 37 7/16in).

£10,000 - 15,000

US\$16,000 - 24,000

€13,000 - 19,000

Provenance

Emil Herrmann, New York, c. 1928.
Thence by descent

Exhibited

San Francisco, Hotel Mark Hopkins, *Albert Benois*, 1928, no. XI.
New York, Shepherd Gallery, *Albert Albertovich Benois*, 2012, no. 37.

Literature

A catalogue of paintings by Professor Albert Benois, Graduate of the Russian Imperial Academy of Fine Arts and a member of the Imperial Society of Painters, exh. cat., Hotel Mark Hopkins, 18-21 March 1928.

Albert Albertovich Benois, exh. cat., Shepherd Gallery, 2012.



VARIOUS PROPERTIES

54

ALEKSANDR NIKOLAEVITCH BENOIS (RUSSIAN, 1870-1960)

Stage design

signed in Latin (lower right)

watercolour on paper

53 x 34cm (20 7/8 x 13 3/8in).

£10,000 - 15,000

US\$16,000 - 24,000

€13,000 - 19,000

Provenance

Private Russian collection, Paris.

Acquired from the above by the present owner, c. 2000.



**PROPERTY FROM THE ESTATE
OF CATHERINE C. SCHAFFNER,
SCOTTSDALE, ARIZONA**

55*

**VASILI TIMOFEEVICH TIMOFEEV (RUSSIAN,
1835-1914)**

'Seller of spring flowers'

signed in Cyrillic (lower left), with partial paper label
from the Louisiana Purchase Exposition (on verso)
oil on canvas

45.5 x 33.5cm (17 15/16 x 13 3/16in).

£15,000 - 25,000
US\$24,000 - 40,000
€19,000 - 31,000

Exhibited

World's Fair, Louisiana Purchase Exposition, St.
Louis, 1904.

Literature

Official Catalogue of Exhibits, Department of Art,
Universal Exposition, St. Louis, 1904, p. 283,
under no. 131.



VARIOUS PROPERTIES

56*

KONSTANTIN EGOROVICH MAKOVSKY
(RUSSIAN, 1839-1915)

Portrait of a young girl in blue
signed in Cyrillic and dated '1858' (lower right)

oil on canvas

47 x 39.4cm (18 1/2 x 15 1/2in).

£50,000 - 80,000

US\$80,000 - 130,000

€63,000 - 100,000

Provenance

Private collection, Tbilisi, Georgia

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



57*

KONSTANTIN ALEXEEVICH KOROVIN (RUSSIAN, 1861-1939)

Paris after the rain

signed in Latin and inscribed 'Paris' (lower left)

oil on board

38.5 x 51cm (15 3/16 x 20 1/16in).

£15,000 - 20,000

US\$24,000 - 32,000

€19,000 - 25,000



58

KONSTANTIN ALEXEEVICH KOROVIN (RUSSIAN, 1861-1939)

Paris at night

signed in Latin and inscribed 'Paris' (lower left)

oil on board

46.5 x 64.5cm (18 5/16 x 25 3/8in).

£10,000 - 15,000

US\$16,000 - 24,000

€13,000 - 19,000

**PROPERTY OF A PRIVATE
COLLECTOR, NEW YORK CITY**

59*

**DAVID PETROVICH SHTERENBERG
(RUSSIAN, 1881-1948)**

Still life with fruit

signed in Latin (lower right)

oil on canvas

70 x 60.9cm (27 9/16 x 24in).

£400,000 - 600,000

US\$640,000 - 960,000

€500,000 - 760,000

Provenance

Carol Robinson (probably acquired directly from the artist, c. 1925).

Private collection (by descent from the above).

Sale, James D. Julia Auctions, Fairfield, Maine, 25-27 August 2004, lot 116.

Acquired from the above by the present owner.

Literature

G. D. Gloss, *Music and the Moderns: The Life and Work of Carol Robinson*, Metuchen, N.J., Scarecrow Press, 1993, p. 89.



When discussing David Shterenberg's art, critics invariably point to his life-long preoccupation with objecthood and his deep fascination and interest in the material world. He seems to have sought not merely to represent material objects on canvas, but actually to 'create' them through artistic means (Mikhail P. Lazarev, *David Shterenberg, painter and era: the artist's path*, Moscow, Galaktika, 1992, p. 41). Established by Russian avant-garde artists, this method was synthesized by Shterenberg with the approaches and techniques he developed while living in Paris from 1906-1917. This unique synthesis indeed produced paintings remarkable not only for their exquisite formal qualities, but for their creation of a world where arrangements of everyday objects are imbued with a deep, almost mystical significance.

Shterenberg was exposed to the conflicting theories of the avant-garde while living in Paris at the famous *La Ruche* artist's residence. Created by Gustave Eiffel as a temporary building for the Great Exposition of 1900, '*La Ruche*' or 'The Beehive' was later redesigned to house low-cost artists' studios by the sculptor Alfred Boucher. While in Paris, Shterenberg became closely acquainted with Picasso, Modigliani and Chagall. He studied with one of the major exponents of Fauvism, Kees van Dongen, and participated in discussions on the avant-garde with other Parisian artists and intellectuals at the famous Café Rotunda, thoroughly absorbing these theories and attentively experimenting with their elements (Lazarev, *David Shterenberg*, p. 11). However, Shterenberg was never faithful to any particular avant-garde theory, as the present painting vividly exemplifies.

An empty bottle, an etched glass champagne flute and an arrangement of fruit are placed in a loosely defined space. Shterenberg neither deconstructs nor transforms these objects, but rather attempts to distill their unique essence. The avant-garde approach to representation is fused together and subtly subverted; space is a spatial paradox, simultaneously flat and deep; the colours are lucid and faithful to 'reality' in one element and purely expressionist in others; the forms are sharp and geometricized, but never come too close to cubist deconstructions, some of them clearly built on Cezanne's principles. Yet this integration of elements is never arbitrary, and the strict and elegant composition binds them together to create a painting that is sublime in its apparent simplicity. Shterenberg left Paris in 1917, settling in Moscow just before the October Revolution, and the realities of 1920s Russian undoubtedly point to the significance of these objects at a time of hardship and chronic shortage: the ornate champagne glass and labeled bottle invoke celebration, while the berries, fruit and nuts suggest abundance. The painting is ripe with excitement about the objects and the joy that they evoke, perhaps representative of a rare moment of celebration and comfort.

While the subject of the present painting is a testament to Shterenberg's deep engagement with the ideas of the Parisian avant-garde, its provenance provides further insight into Shterenberg's ties to the international artistic community. For several decades, the painting belonged to the collection of the renowned American pianist and teacher Carol Robinson, who also owned works by artists such as Man Ray, Pavel Tchelitchew and George Grosz. Robinson's biography references the present painting as part of her collection under the title 'Still life with fruit' (Glenda D. Goss, *Music and the Moderns: The Life and Work of Carol Robinson*, Metuchen, N.J., Scarecrow Press, 1993, p. 89). Robinson often visited Paris in the 1920s, actively participating in the intellectual and artistic life of the city. She maintained vibrant friendships with artists, poets and writers—among them Fernand Léger, Jean Cocteau and Ernest Hemingway—and she was particularly close to Constantin Terechkovitch and Tchelitchev. Robinson was also deeply interested in Russian music and it is certain that through her relationships with important artists of Russian descent, she was familiar with the ideas of the Russian avant-garde and consequently interested in Shterenberg's work (Goss, *Music and the Moderns*, pp. 81-90).

Shterenberg left Paris in 1917, settling in Moscow just before the October Revolution and shortly thereafter assuming several important positions that allowed him to participate in the creation and direction of the cultural institutions of the new social order. He did however return to Paris several times during the 1920s, both to exhibit his own work and to direct major international exhibitions of Soviet art (Lazarev, *David Shterenberg*, pp. 174-200). It is probable that during one of these visits—most likely in 1925 or 1927—he encountered Carol Robinson at a Parisian salon among other international bohème and intellectuals. The majority of works in Robinson's outstanding collection were gifts from the many artists she knew, and it is likely that she acquired *Still Life with fruit* directly from Shterenberg or from one of their mutual friends.

We are grateful to Yulia Rybakova, researcher of the State Tretyakov Gallery, in Moscow for confirming authenticity of this lot and assisting with research. The present lot is sold with a certificate of authenticity by the Independent Tretyakov Art Research Centre, Moscow.

Говоря об искусстве Давида Штеренберга, критики неизменно отмечают его неподдельный интерес к материальному миру и постоянное стремление понять сокровенную сущность вещей. Он пытался не просто изобразить предметы, но по-настоящему создать их на холсте с помощью художественных средств (Михаил Лазарев, *Давид Штеренберг: Художник и время, Путь Художника*, Москва, Галактика, 1992, стр. 41). Его работы не только отличаются совершенной формой исполнения, но представляют мир, в котором вещи и их среда обладают особенным, почти мистическим смыслом.

Время с 1906 по 1917гг. Штеренберг провел в Париже, где он жил в знаменитом «Улье», перестроенном из временного павильона Всемирной Выставки 1900 года в резиденцию для художников, и в разное время служившим пристанищем для Пикассо, Модильяни, и Шагала, с которыми Штеренберг был близко знаком. В этой среде художник оказался в самом центре развития авангардных теорий и направлений, но формально не принял ни одного из них, продолжая идти своим путем и вырабатывая свой неповторимый художественный стиль.

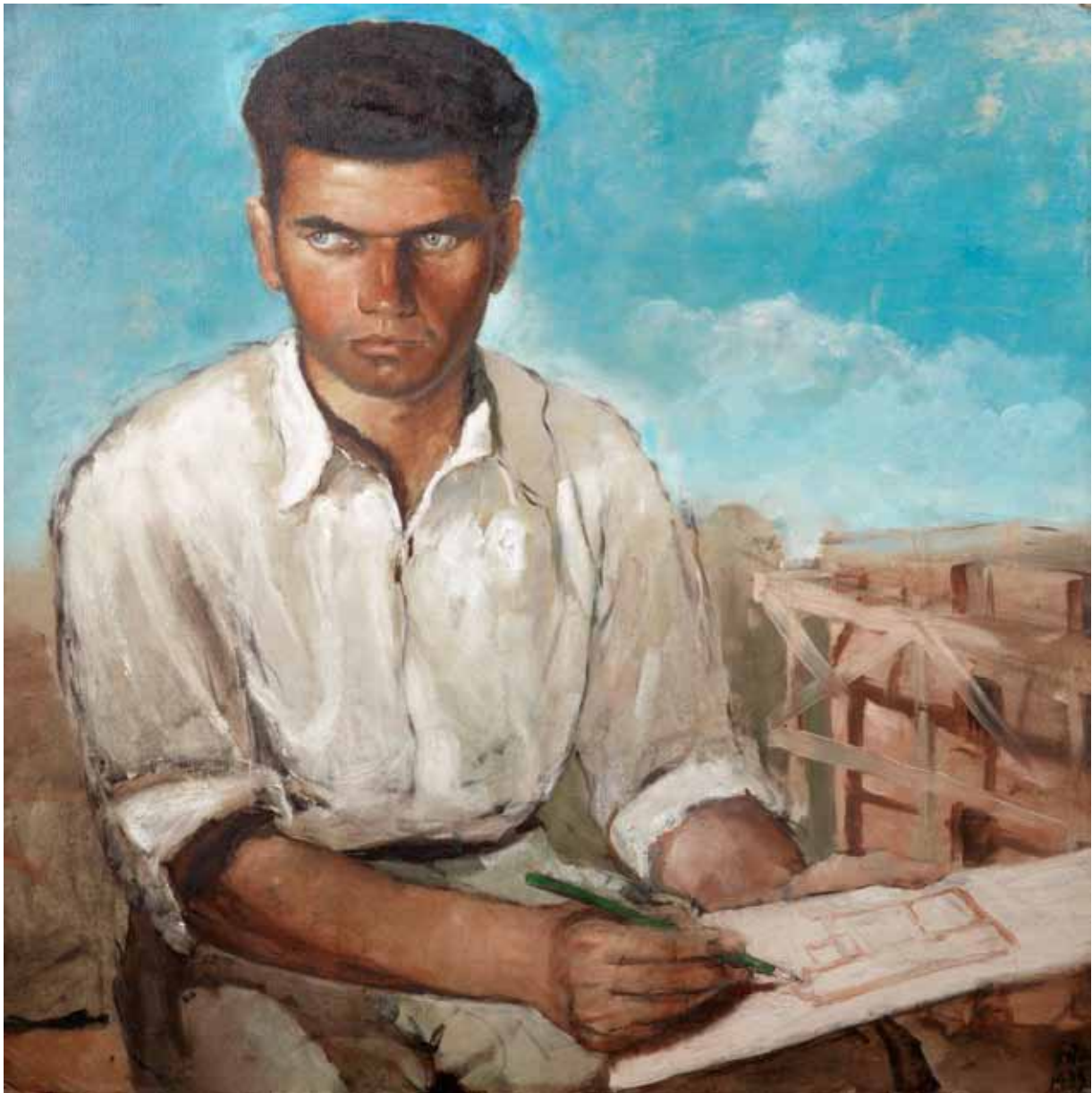
Бутылка от выпитого вина, бокал для шампанского и композиция из фруктов – классические элементы натюрморта художников авангарда – помещены Штеренбергом в схематично очерченное пространство. Однако, в отличие от многих современников, художник не трансформирует предметы, а концентрирует внимание на уникальной вещественной сущности каждого из них. Пространство картины, одновременно глубокое и плоское, создает удивительный парадокс; цвета, яркие и реалистичные в одном предмете, представлены абсолютно экспрессионистическим экспериментом в других; формы предметов подчеркнуты заострены, однако никогда не становятся полностью кубистическими фантазиями. Эти переходы не случайны: строгая, элегантная композиция связывает их в величественную в своей простоте картину. Штеренберг возвратился в Москву за несколько месяцев до Октябрьской Революции. Обстановка гражданской войны, полная трудностей и лишений, контрастирует с праздничным ассортиментом изображенных предметов: нарядный бокал и бутылка с наклейкой напоминают о празднике, в то время как разнообразие фруктов заставляет думать о материальном изобилии. Воспринятые в конкретном историческом контексте, они вызывают в памяти трогательные воспоминания редкого, и потому особенно важного, момента достатка и спокойствия, переданного через само присутствие вещей.

История этой картины является свидетельством связи художника с международным художественным сообществом уже после того, как он вернулся в Советскую Россию. На протяжении нескольких десятилетий картина находилась в коллекции известной американской пианистки Кэрол Робинсон, в коллекции которой были произведения Мэн Рэйя, Павла Челищевца и Георга Гросса. В биографии К. Робинсон данная картина упоминается как часть ее художественной коллекции под названием «Натюрморт». (Glenda Dawn Goss, *Music and the Moderns. Life and works of Carol Robinson*, The Scarecrow Press, 1993, p. 89). В 1920-е годы Робинсон часто посещала Париж, поддерживала дружественные связи с художниками, поэтами и писателями, среди которых были Фернан Леже, Жан Кокто и Эрнест Хемингуэй; была близким другом Константина Терешковича и Павла Челищевца. Она живо интересовалась новыми направлениями искусства, что объясняет ее интерес к произведениям Штеренберга.

В качестве организатора выставок советского искусства Давид Штеренберг несколько раз возвращался в Париж. Скорее всего, что во время одной из этих поездок – либо в 1925-м, либо в 1927-м годах – он познакомился с Кэрол Робинсон в одном из парижских художественных салонов. Наиболее вероятно, что она получила «Натюрморт с фруктами» в подарок от самого Штеренберга или от их общих друзей.

Мы благодарим Юлию Рыбакову, научного сотрудника Государственной Третьяковской Галереи за исследование и подтверждение подлинности работы.

Данный лот предлагается с экспертным заключением Научно-Исследовательской Независимой Экспертизы, Москва.



60

LEV IZRAILOVICH VOLSHTEIN (RUSSIAN 1908-1984)

'Brigadier of a construction site Zakharchenko'
signed in Cyrillic and dated (lower right), additionally signed, titled
and dated '1935' in Cyrillic (on verso)

oil on canvas

75 x 75cm (29 1/2 x 29 1/2in).

£20,000 - 22,000

US\$32,000 - 35,000

€25,000 - 28,000



61^W

**CONSTANTIN MEFODIEVICH MAKSIMOV
(RUSSIAN, 1913-1994)**

Venice

signed in Cyrillic (lower left)

oil on canvas

59 x 108cm (23 1/4 x 42 1/2in).

£10,000 - 12,000

US\$16,000 - 19,000

€13,000 - 15,000

Konstantin Maksimov - a prominent socialist realist painter - occupied a unique position in history both as an artist and an influential teacher, who helped to establish and promote Chinese oil painting. Apart from being known in Russia as a master of psychological portraits, Maksimov's oil painting teaching class had a profound effect on both the art and the careers of his twenty students during the years he spent in China, teaching by request of the Chinese Government. Notes taken during his lectures were serialised to give a more personal view of his instructions. Today, his works are still widely collected by both Russian and Chinese art connoisseurs.

Besides his prolonged stay in China from 1954, he traveled extensively across Europe, collecting impressions of his stays and entrusting them to canvas. The painting offered to sale is one of such works, where Venice is depicted in a fragile dynamic interplay between shadow and light. The movement of people on the canvas becomes synonymous with gentle rocking of boats on the water, while the architecture is more detailed, almost stepping out from the background to add drama. The general atmosphere hints to the state of mind of a traveler, trying to capture what is around him while anticipating a new change of scenery. The painting synthesises wide surfaces filled with block colours whilst incorporating energetic individual brush strokes akin to impressionism, characteristic of the artist's style.

His works contribute to all major Russian museums' collections, including the Tretyakov Gallery in Moscow and the State Russian Museum in St. Petersburg, as well as several Chinese state museums.



62

**VALENTIN ALEKSANDROVICH SEROV
(RUSSIAN, 1865-1911)**

A group of three drawings including view of Domotkanovo, sketches of a horse and a dying lion.
First signed in Cyrillic with monogram 'VS' (lower right).

charcoal on paper

(3)

size of largest: 27 x 39.5cm (10 5/8 x 15 3/8in).

£10,000 - 12,000

US\$16,000 - 19,000

€13,000 - 15,000

Provenance

Property from a private collection, Berlin.





63

ERIK BULATOV (RUSSIAN, BORN 1933)

The sea and the sky
signed in Cyrillic and dated '65' (lower right); with inscription in Cyrillic
(on verso)

watercolour on paper

32.5 x 50cm (12 13/16 x 19 11/16in).

£10,000 - 12,000

US\$16,000 - 19,000

€13,000 - 15,000

Provenance

Property from a private collection, Berlin.



64

ILYA KABAKOV (RUSSIAN, 1933)

Constructions

signed in Cyrillic and dated '73' (lower right), further
inscribed in Cyrillic with authentication (on verso)

watercolour, ink and colour pencil on paper

35.5 x 48cm (14 x 18 7/8in).

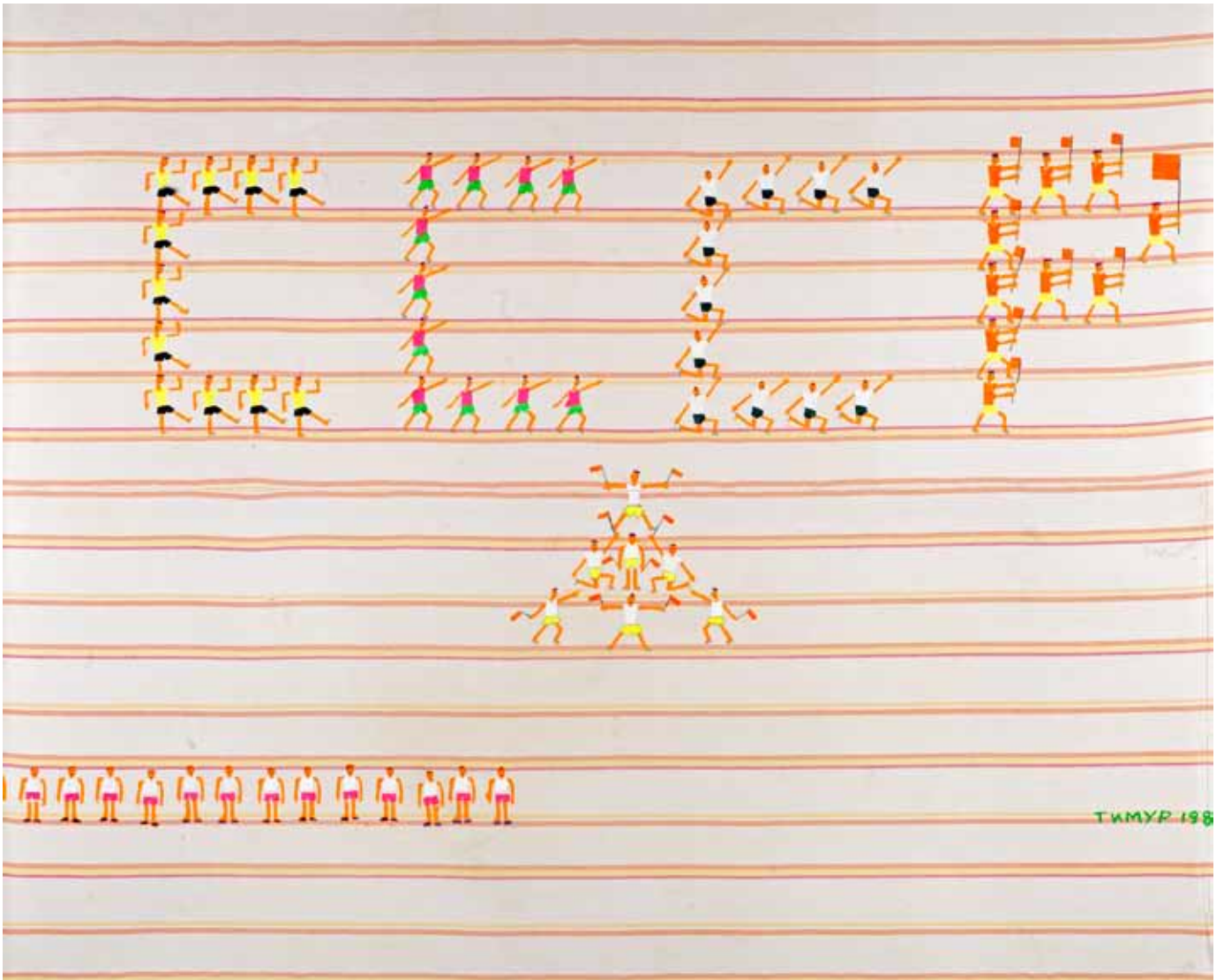
£10,000 - 12,000

US\$16,000 - 19,000

€13,000 - 15,000

Provenance

Private collection, Berlin



65^W

TIMUR NOVIKOV (RUSSIAN, 1958-2002)

'The USSR'

signed in Cyrillic and dated '1981' (lower right)

acrylic on textile mounted on board

164 x 210cm (64 9/16 x 82 11/16in).

£30,000 - 35,000

US\$48,000 - 56,000

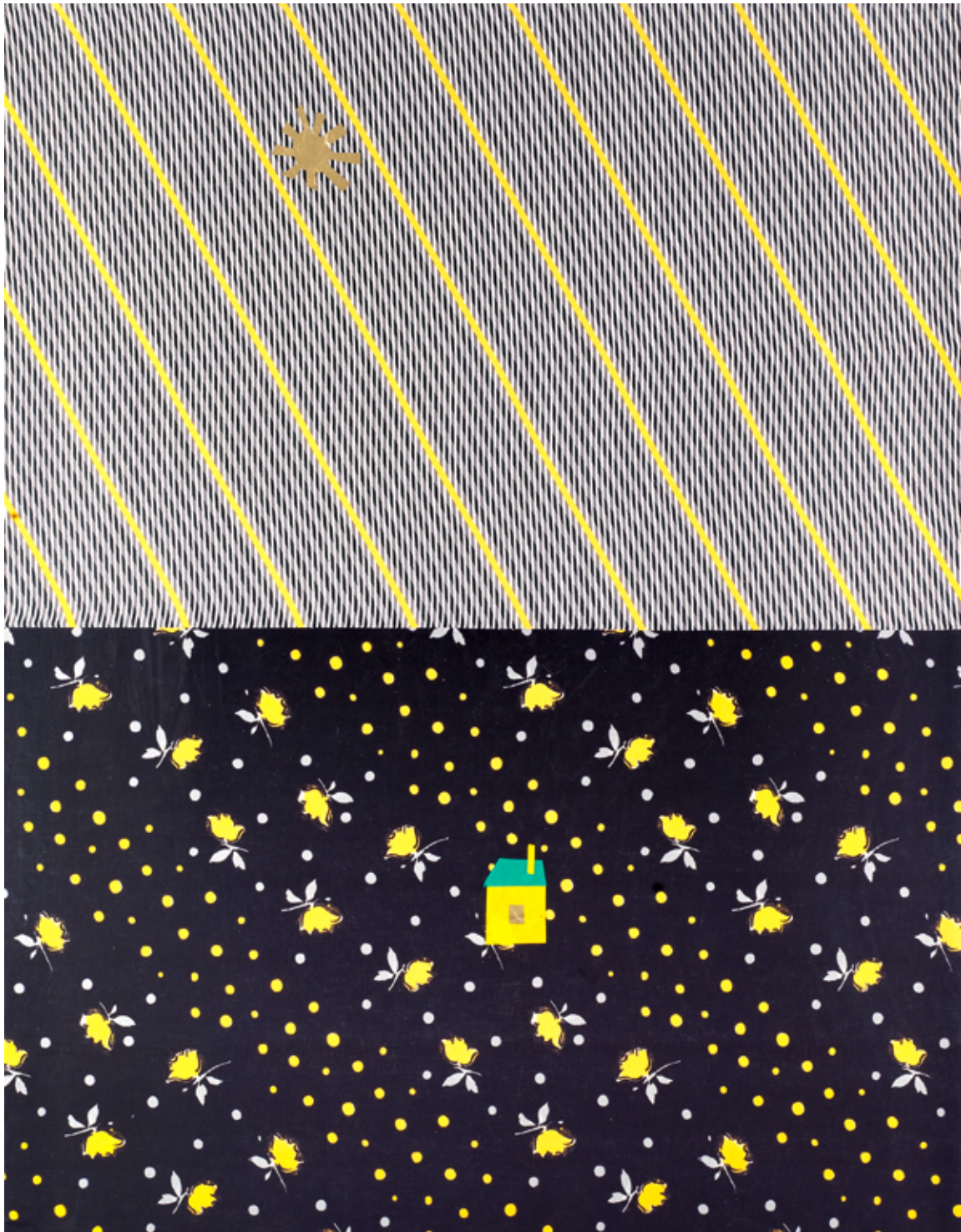
€38,000 - 44,000

Provenance

Acquired directly from the artist by the present owner, February, 1988.

Exhibited

Stockholm, Galerie Atrium, *The Russian Avant Garde of the New Century*, February-March, 1988.



66^W

TIMUR NOVIKOV (RUSSIAN, 1958-2002)

Untitled

coloured tape on textile mounted on board
170 x 130cm (66 15/16 x 51 3/16in).

£25,000 - 28,000

US\$40,000 - 45,000

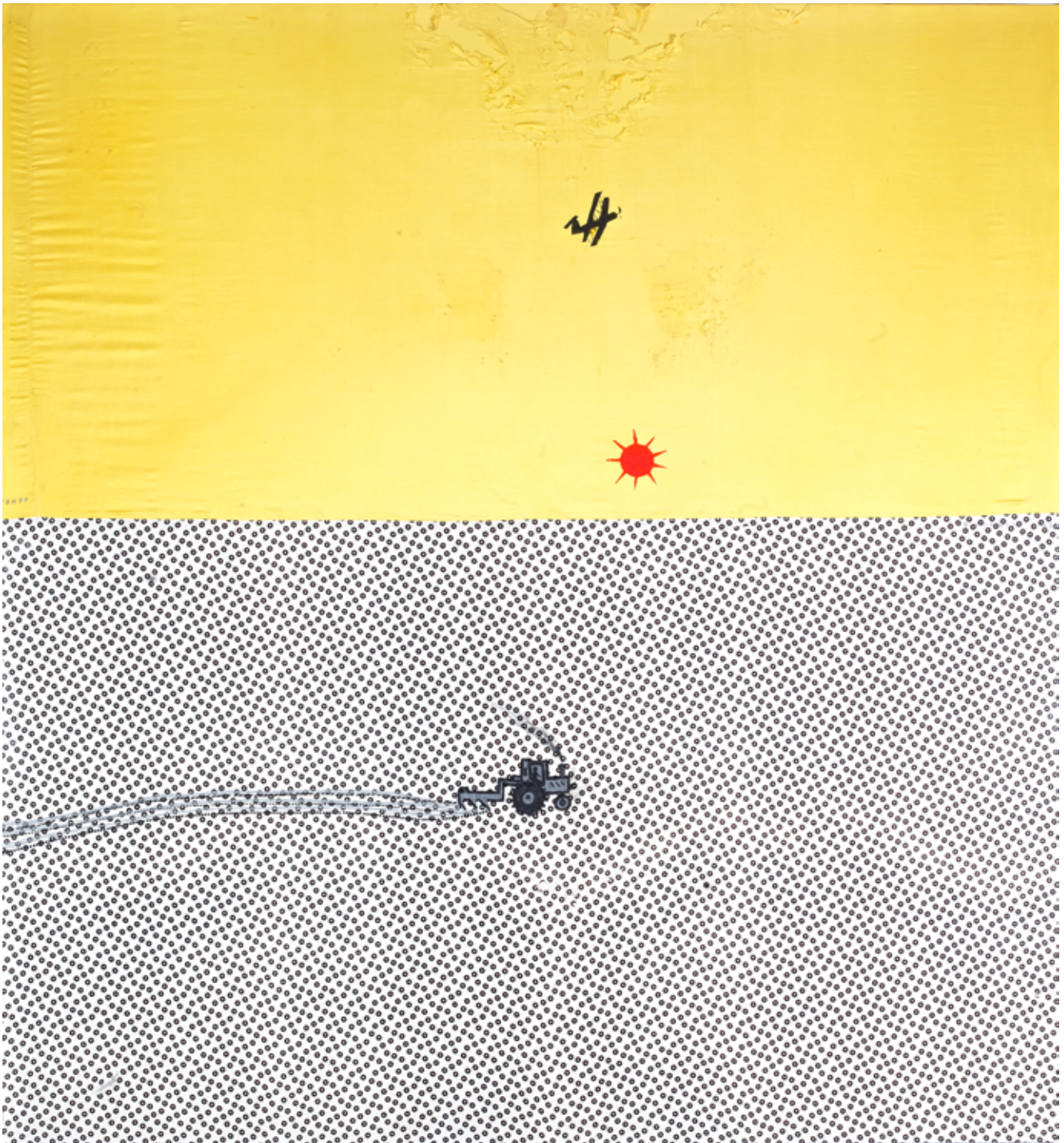
€31,000 - 35,000

Provenance

Acquired directly from the artist by the present owner,
February, 1988.

Exhibited

Stockholm, Galerie Atrium, *The Russian Avant Garde of the
New Century*, February-March, 1988.



67^W

TIMUR NOVIKOV (RUSSIAN, 1958-2002)

Untitled

acrylic on textile mounted on board
190 x 180cm (74 13/16 x 70 7/8in).

£25,000 - 28,000

US\$40,000 - 45,000

€31,000 - 35,000

Provenance

Acquired directly from the artist by the present owner, February, 1988

Exhibited

Stockholm, Galerie Atrium, *The Russian Avant Garde of the New Century*, February-March, 1988

68

**PAVEL PETROVICH TROUBETZKOY
(RUSSIAN, 1866-1938)**

Count Leo Tolstoy
signed in Latin on the base
bronze
height: 41cm (16 1/8in).

£25,000 - 35,000
US\$40,000 - 56,000
€31,000 - 44,000

Provenance

Private European collection





69

**PAVEL PETROVICH TROUBETZKOY
(RUSSIAN, 1866-1938)**

A young girl plaiting her hair
signed in Latin on the base
bronze

height: 45cm (17 11/16).

£10,000 - 12,000

US\$16,000 - 19,000

€13,000 - 15,000



70

**PAVEL PETROVICH TROUBETZKOY
(RUSSIAN, 1866-1938)**

Giacomo Puccini
signed in Latin on the base
bronze with dark brown patina
height: 50cm (19 11/16in).

£10,000 - 15,000
US\$16,000 - 24,000
€13,000 - 19,000



71

**PAVEL PETROVICH TROUBETZKOY
(RUSSIAN, 1866-1938)**

Hunting dog

signed in Latin on the base

bronze

height: 32cm (12 5/8).

£6,000 - 8,000

US\$9,600 - 13,000

€7,600 - 10,000



72*

**A BRONZE GROUP OF A HUNTING
GREYHOUND**

cast by C.F. Woerffel after a model by Artemy Ober
(1843-1917), St. Petersburg
on an oval naturalistic base, realistically cast as a
hunting greyhound closing in on a leaping hare,
signed on base in Cyrillic, *Woerffel foundry mark in
Latin*
length: 53cm (20 7/8in).

£18,000 - 22,000
US\$29,000 - 35,000
€23,000 - 28,000



73*

A BRONZE GROUP OF A BOGATYR ON HORSEBACK

cast by Chopin after a model by Evgenii Lanceray (1848-1886)
on an oval naturalistic base, cast as a Bogatyr (warrior) on horseback
wearing a traditional Russian helmet and chain mail and carrying a
sword, club and chain, signed on base in Cyrillic, *Chopin foundry*
mark in Cyrillic
height: 40cm (15 3/4in).

£25,000 - 35,000

US\$40,000 - 56,000

€31,000 - 44,000



74*

A BRONZE EQUESTRIAN GROUP OF A WEALTHY ARAB MERCHANT

cast after a model by Evgenii Lanceray (1848-1886) on an oval naturalistic base, realistically cast as a richly dressed Arab merchant on horseback, wearing a windblown cape and raising a rifle, signed on base in Cyrillic and dated '1886', with partial foundry mark
height: 73cm (28 3/4in).

£20,000 - 30,000

US\$32,000 - 48,000

€25,000 - 38,000

This figure of a wealthy Arab merchant was initially cast as part of a monumental bronze group titled 'Arab Horse Games,' which Evgenii Lanceray modeled after closely studying the local population of Tunisia, where he traveled in 1883 in an attempt to improve his health shortly before his death from tuberculosis. Lanceray later cast the figure individually, renaming it 'A wealthy Arab merchant.'



75*

A BRONZE GROUP OF A CIRCASSIAN ON HORSEBACK

cast by Shtange after a model by Evgenii Lanceray (1848-1886)

on an oval naturalistic base, realistically cast as a Circassian on horseback wearing a fur hat and cape and holding a rope, signed on base in Cyrillic and dated '1883', *Shtange foundry mark* height: 39.5cm (15 9/16in).

£10,000 - 15,000

US\$16,000 - 24,000

€13,000 - 19,000



76

**A BRONZE CAST OF A COUPLE OF RIDERS
DESCENDING A ROCKY SLOPE**

cast by C.F. Woerffel after the model by Vasilii
Grachev
on a naturalistic oval base, signed on base in
Cyrillic 'LEP. Grachev', with Woerffel foundry mark
height: 35cm (13 3/4in).

£6,000 - 8,000
US\$9,600 - 13,000
€7,600 - 10,000



77

A BRONZE GROUP OF A COUPLE ON HORSEBACK

cast by Chopin after a model by Evgenii Lanceray (1848-1886)

on an oval naturalistic base, signed on base in Cyrillic, with Cyrillic Chopin foundry mark
height: 40cm (15 3/4in).

£8,000 - 12,000

US\$13,000 - 19,000

€10,000 - 15,000



**FABERGÉ AND RUSSIAN
WORKS OF ART**



78 ≈

JEWELLED TWO-COLOUR GOLD CUFFLINKS

Fabergé, workmaster August Hollming, St. Petersburg, 1899-1908
each chain-linked pair of interwoven star form, centred by irregular
cabochon ruby in original fitted case, 56 standard
length across: 1.7cm (11/16in).

£10,000 - 12,000
US\$16,000 - 19,000
€13,000 - 15,000



79

A JEWELLED GOLD-MOUNTED HARDSTONE FOB

Fabergé, Moscow, c. 1900
a rhodonite carved elephant with diamond eyes suspended from a
richly jewelled blanket in the Mughal taste by associated fob chain
comprising of four textured links centred by coloured stones, in fitted
case, 56 standard
height with chain: 8cm (3 1/8in).

£7,000 - 9,000
US\$11,000 - 14,000
€8,800 - 11,000

Provenance

Purportedly originally with the Mountbatten family



80

A PAIR OF JEWELLED GOLD CUFFLINKS

Friedrich Koechli, St. Petersburg, late 19th century, scratched inventory number 30113

Each set with pearl trefoil rising from diamond stalk, 56 standard diameter: 2.5cm (1in).

£10,000 - 15,000

US\$16,000 - 24,000

€13,000 - 19,000

Provenance

Property of Grand Duchess Vladimir.
Sold by Sothebys, Romanov Heirlooms: The lost inheritance of Grand Duchess Maria Pavlovna Sale, 30th November 2009, lot 20.



81≈

A GOLD-MOUNTED RUBY SET FLACON

Fabergé, head workmaster Henrik Wigström, St. Petersburg, 1908-1917

a crouching frog with prominent cabochon ruby eyes and protruding ruby tongue terminating in perfume stopper, 56 standard height: 2.7cm (1 1/16in).

£10,000 - 12,000

US\$16,000 - 19,000

€13,000 - 15,000



82

A GOLD-MOUNTED, JEWELLED AND ENAMEL BROOCH

Fabergé, workmaster Alfred Thielemann, St. Petersburg, 1899-1908
a rhomboid brooch enamelled translucent yellow over sunray engine turned ground, set centrally with rose-cut diamond crowned monogram of Maria Pavlovna, HHH Grand Duchess Vladimir, 56 standard
length: 4.1cm (1 5/8in).

£5,000 - 7,000
US\$8,000 - 11,000
€6,300 - 8,800

Provenance

Given to Frances Mary Aplin by Grand Duchess Vladimir of Russia.
Purchased from Wartski, 17 October 1977.



83*

A JEWELLED SILVER, GOLD AND ENAMEL PRESENTATION BROOCH

probably Russian, with later American marks
bar brooch consisting of 3 hexagonal sections, each with gilded numbers 1613-1913, centring a diamond-set Russian Imperial double-headed eagle with a diamond-cut sapphire, enamelled in translucent green over a patchwork guilloché ground, within chased laurel borders, the verso with a later replacement gold bar pin
width: 5cm (1 15/16in).

£5,000 - 7,000
US\$8,000 - 11,000
€6,300 - 8,800

Provenance

Probably presented to Yulia Fatova, Russian singer and actress, wife of Vladimir Bakaleinikov, c. 1913. Gift from the above to the family of present owner, mid. 1950s.
Property from an American private collection.

Yulia Fatova, Russian singer and actress, was married to the prominent Russian musician Vladimir Bakaleinikov. Together they came to the United States as part of the famous tour of the Moscow Art Theatre in 1925-1926.

84

**A DIAMOND AND GOLD NECKLACE WITH
DETACHABLE BROOCH**

Morozov, workmaster Cyrillic initials 'IB', St.
Petersburg, c. 1900

a necklace set with brilliant cut 19th Century
diamonds detaching from central section
convertible to brooch with mounts included,
housed in original silk and velvet lined box stamped
'IE Morozov', St. Petersburg maker's mark 'IB', 56
standard

length: 45 cm (17 3/4 in).

£15,000 - 20,000

US\$24,000 - 32,000

€19,000 - 25,000



85

**A GROUP OF GOLD AND PEARL TROMPE
L'OEIL BROOCHES**

Two Fabergé, head workmaster Erik Kollin, St.
Petersburg, c. 1890

formed as a fork and spoon, each with
workmaster's initials, 56 standard; the knife
associated, St. Petersburg, 1899-1908, 56
standard, in fitted case
length of knife: 3.6cm (1 3/8in).

£7,000 - 9,000

US\$11,000 - 14,000

€8,800 - 11,000

Provenance

Purchased by Sir Henry Howard GCMG KCB
(1843-1921), probably while posted as Secretary of
the British Embassy in St. Petersburg.

This distinguished diplomat was a descendent of
the Duke of Norfolk.
Thence by descent.





86 ≈

A TWO-COLOUR JEWELLED AND GOLD-MOUNTED ENAMEL PHOTOGRAPH FRAME

Fabergé, workmaster Viktor Aarne, St. Petersburg, c. 1890, with scratched inventory number 5976 the arched frame enamelled translucent pale blue over engine turning and applied with miniature swags and trailing ribbon suspending oval aperture surrounded with seed pearls, the surface further enriched with applied ruby cabochons, mother-of-pearl back with scrolling silver strut, *56 and 88 standards*
height: 4.5cm (1 3/4in).

£20,000 - 30,000
US\$32,000 - 48,000
€25,000 - 38,000

Provenance

Property of a Lady, Ireland, since 1968.



87

A JEWELLED ENAMEL AND SILVER-GILT PILLBOX

Fabergé, Moscow, 1899-1908, scratched inventory number 25989 the oval hinged box enamelled pale translucent lilac over wavy engine turning, the lid centred with cabochon moonstone within dendritic surround, opening at hinged lid with diamond-set thumb piece further enriched with opaque sections at intervals to border to reveal gilt interior, *84 standard*
width: 5.6cm (2 3/16in).

£8,000 - 10,000
US\$13,000 - 16,000
€10,000 - 13,000

Provenance

Collection of Robert Gascoyne-Cecil, 6th Marquess of Salisbury.
Thence by descent.

88*

**SILVER-GILT AND GUILLOCHÉ ENAMELED
CIGARETTE CASE**

Fabergé, workmaster Fedor Afanas'ev, St.
Petersburg, 1908-1917

of rounded rectangular form, divided by
varicoloured chased gold palmette border into
four alternating sections in dark and light peach
enamelled over wavy guilloché ground, the lid and
base outlined with identical palmette bands, with
gold-mounted blue cabochon thumbpiece, gilded
interior, 88 standard
height: 8.5cm (3 3/8in).

£6,000 - 8,000

US\$9,600 - 13,000

€7,600 - 10,000

Provenence

John Traina, California, c. 1990s

Acquired from above by present owner

Literature

*The Faberge case, From the Private Collection of
John Traina, 1998, Abrams, p.31, also illustrated
next to preface text.*



89*

**A SILVER-GILT AND GUILLOCHÉ ENAMEL
CIGARETTE CASE**

Fabergé, workmaster August Hollming, St.
Petersburg, 1898-1908, scratched inventory
number 15421

rectangular with rounded corners, enamelled in
translucent white over a wavy guilloché ground,
within chased silver-gilt laurel borders, the hinged
cover with a diamond-set thumb piece, the interior
of the cover with an engraved inscription, gilded
interior, 88 standard
length: 8.2cm (3 1/4in).

£10,000 - 15,000

US\$16,000 - 24,000

€13,000 - 19,000



90*

**A DIAMOND-SET VARICOLOUR GOLD AND GUILLOCHÉ
ENAMEL PRESENTATION CIGARETTE CASE**

Carl Blank, St. Petersburg, 1898-1908

rectangular, the exterior enamelled in translucent gold and red over a wavy guilloché ground, divided by bands of foliage and flowerheads in yellow, rose and white gold, the hinged lid centering a foil-backed cushion cut diamond surrounded by varicoloured gold flowerheads on stippled gold ground and bordered by pavé diamonds, with garnet thumbpiece, the interior etched with the Cyrillic dedication 'Administrative director/Taganrog area/Nikolai Iosifich/Klunnikov/to commemorate/his fruitful service/from grateful landowners' length: 10.5cm (4 1/8in).

£70,000 - 90,000
US\$110,000 - 140,000
€88,000 - 110,000







91

AN IMPERIAL PRESENTATION JEWELLED GOLD CIGARETTE CASE

Morozov, Cyrillic maker's mark 'IP', St. Petersburg, 1904-1908

rounded rectangular, the hammered lid applied with diamond-set Imperial eagle, opening at hinge with cabochon sapphire thumb piece, 56 standard, scratched number 7036, in original velvet case enriched with braiding and centred with Imperial eagle

width: 11.2cm (4 7/16in).

£8,000 - 10,000

US\$13,000 - 16,000

€10,000 - 13,000



92

A ROSE GOLD CIGARETTE CASE

Vladimir Finikov, St. Petersburg, late 19th Century formed rounded rectangular with reeded surface and hinged ball clasp opening emulating coin purse, 56 standard

height: 10cm (3 15/16in).

£10,000 - 15,000

US\$16,000 - 24,000

€13,000 - 19,000

Provenance

Grand Duchess Maria Pavlovna.
Sothebys, Romanov Heirlooms: The Lost Inheritance of Grand Duchess Maria Pavlovna Sale, 30th November 2009, lot 47.

93

**A JEWELLED GOLD-MOUNTED DOUBLE
STAMP HOLDER**

Fabergé, workmaster Henrik Wigström,
St. Petersburg, 1908-1917
shaped rectangular with diamond set thumb piece,
the hinged cover with tied-reeded aperture framing
four kopeck stamp, the hinged base engraved to
simulate a French postcard with Cyrillic postage
details for Moscow, 56 standard
length: 3.5cm (1 3/8in).

£10,000 - 12,000
US\$16,000 - 19,000
€13,000 - 15,000

It is interesting to note that Agathon Fabergé,
second son of Carl, became an accomplished
stamp collector and founder of the St. Petersburg
Russian Society of Philatelists.



94*

**A DIAMOND-SET GOLD AND ENAMEL
ANNIVERSARY JETON**

with partial maker's mark on suspension ring,
the face centring the diamond-set Roman numerals
'XXX' on royal blue enamel ground, bordered
by possibly later added old-cut diamonds, the
reverse centring the diamond-set initials 'KL' and
inscribed '1865 St. Petersburg society of insurers
1895' beneath an enamelled coat-of-arms of
St. Petersburg, surmounted by a gilded Imperial
crown attached to a circular suspension loop, with
a later elongated gilded locking loop
length (with suspension loops): 7.5cm (2 15/16in).

£8,000 - 12,000
US\$13,000 - 19,000
€10,000 - 15,000



95

A SET OF SIX JEWELLED, GOLD-MOUNTED AND ENAMEL BUTTONS

Fabergé, workmaster August Hollming, St. Petersburg, 1899-1908, scratched inventory number 68915

six circular mother-of-pearl disks set within pale grey guilloché surround centred by diamond-set silver bar across double piercing to simulate threaded button, in original fitted silk-lined case stamped Cyrillic 'Fabergé, St. Petersburg, Moscow, Odessa', storing six bar fittings, 56 standard (6)
diameter each: 1.6cm (5/8in).

£10,000 - 15,000

US\$16,000 - 24,000

€13,000 - 19,000

Provenance

Property of a Lady of title, Scotland.



96

A GOLD BRACELET

Friedrich Koechli, St. Petersburg, c. 1890 comprised of linked Cyrillic letter 'P' alternating with crowns, in original fitted case, 56 standard
length: 21cm (8 1/4in).

£7,500 - 8,000

US\$12,000 - 13,000

€9,400 - 10,000



97

AN EMERALD CABOCHON RING AND A GOLD AND ENAMEL OPEN-FACE POCKET WATCH

St. Petersburg, late 19th to early 20th Century gold-mounted cabochon emerald ring, the stone 4.6 carats, the shank stamped with assay marks for St. Petersburg 1908-1917 with 56 standard, contained within silk-lined fitted retailer's case stamped 'AD Ivanov'; with a 14 carat rose gold and enamel open face pocket watch by Pavel Buhre, the hinged front cover enamelled with Imperial double-headed eagle beneath blue champlevé enamel ribbon, opening to reveal signed dial with Roman and Arabic numerals, black steel hands and subsidiary seconds dial at 6, movement cover stamped '0.583' with Swiss assay mark and numbered 316336, inscribed Cyrillic 'Pavel Buhre, Supplier to His Majesty's Court' and numbered as before, contained within silk-lined fitted retailer's case stamped for Pavel Buhre firm
height including ring: 6.8cm (2 11/16); dial 48mm.

£6,000 - 8,000

US\$9,600 - 13,000

€7,600 - 10,000

Provenance

Esau Lewis, Deputy Chief Constable and Superintendent of the Norfolk Constabulary Thence by descent.

Alexander Dementievich Ivanov was a jeweller and supplier to the Imperial court of Russia. The firm was recognised for its use of quality gems.

Presented to Esau Lewis, Deputy Chief Constable and Superintendent of the Norfolk Constabulary on the occasion of a Russian Imperial visit to Edward VII at Sandringham (photograph not included in sale lot).



98

A NEPHRITE PENDANT WITH ENAMELLED GOLD MOUNTS

Fabergé, workmaster Schramm, St. Petersburg, c. 1900

a seated elephant with raised trunk and diamond-set eyes enriched with gold and strawberry red enamelled fringed headdress, 56 standard
height: 2.5cm (1in).

£7,000 - 9,000

US\$11,000 - 14,000

€8,800 - 11,000

Provenance

Sothebys, Geneva, 19-20 May 1997





99*

**A SILVER-GILT AND CLOISSONNÉ ENAMEL
CIGARETTE CASE**

Fabergé, Feodor Rückert, 1899-1908
rectangular with rounded corners, enamelled with pink, blue and orange flowers and green and blue vines on cream ground amid varicoloured scrolling geometric borders, enhanced with twisted gilded wire, set with a cabochon push-piece, the gilded interior engraved 'From Mother Natasha/1914/S. Churkin,' 88 standard width: 9.5cm (3 3/4in).

£10,000 - 15,000
US\$16,000 - 24,000
€13,000 - 19,000

100*

**A SILVER-GILT AND CLOISSONNÉ ENAMEL
KOVSH**

Feodor Rückert, Moscow, before 1898
of traditional form with a raised prow and a downward-curving handle, enamelled in pastel pink, blue, yellow and green flowerheads and scrolling leaves on muted green enamel ground, the top of the bowl enamelled with a burgundy red dot border, the edges enhanced throughout with twisted wire borders, on a raised circular foot, 88 standard length: 16.5cm (6 1/2in).

£6,000 - 8,000
US\$9,600 - 13,000
€7,600 - 10,000





101

A SILVER-GILT AND SHADED ENAMEL KOVSH

Ovchinnikov, Moscow, 1899-1908

ovoid bowl and flat trefoil handle painted with shaded varicolour foliage against white ground, the bowl terminating in pinecone finial richly enamelled *en-suite* and centred with firebird, rising from circular foot, 84 standard length: 9.8cm (3 7/8in).

£6,000 - 8,000

US\$9,600 - 13,000

€7,600 - 10,000

102*

A SILVER-GILT AND SHADED CLOISSONNÉ ENAMEL VASE

probably Feodor Rückert, with retailer's mark in Cyrillic 'G and Sh', Moscow, 1908-1917, with later Soviet marks

the convex body decorated with muted varicoloured enamel roundels enclosing stylised flowerheads alternating with scrolling geometric vines on cream ground, within scrolling wire and polka dot enamel borders, the flaring neck enamelled in an abstract geometric motif, the waisted foot enamelled with triangles and flowerhead halves, enhanced with twisted and crosshatched wire, 88 standard height: 7.5cm (2 15/16in).

£7,000 - 9,000

US\$11,000 - 14,000

€8,800 - 11,000





(detail)



S. Solomko, La Fièvre

103*

A SILVER-GILT, EN PLEIN AND CLOISSONNÉ ENAMEL BOX

Feodor Rückert, Moscow, 1908-1917

rectangular, the hinged lid centring a painted *en plein* enamel scene from *La Fièvre* after S. Solomko, within twisted wire borders, enamelled overall with stylised raspberries and foliage in muted green, blue and brown tones on pale blue enamel ground, enhanced with twisted wirework and crosshatching, gilded interior, 88 standard width: 8.1cm (3 3/16in).

£50,000 - 70,000

US\$80,000 - 110,000

€63,000 - 88,000



PROPERTY FROM AN AMERICAN PRIVATE COLLECTION

104*

A SILVER-GILT AND CLOISONNÉ ENAMEL KOVSH

Kurliukov, Moscow, 1908-1917

of traditional form with a hook handle, enamelled in stylised varicoloured flowerheads and crosshatched geometric motifs on white and brown enamel ground, the gilded interior engraved in Cyrillic 'DRINK BEER, DON'T PITY,' the circular foot further engraved with a Cyrillic dedication 'To Vladimir Bakaleinikov/friends of Musical Studio and orchestra M.H.A.T. 1914-1924,' marked under base, 88 standard

length: 20.5cm (8 1/16in).

£20,000 - 30,000

US\$32,000 - 48,000

€25,000 - 38,000

Provenance

Presented to Vladimir Bakaleinikov by the orchestra of the Moscow Art Theatre, c. 1925.

Yulia Fatova, wife of Vladimir Bakaleinikov, 1953.

Gift from the above to the family of the present collector, late 1950s.

Vladimir Romanovich Bakaleinikov (1885-1953) was a well-known violist, conductor, composer and music educator who had successful musical careers both in Russia and in the United States of America. Born in Moscow in a musical family, he was nine years old when he won a scholarship to study music at the Moscow Conservatory. After his graduation in 1907, he quickly gained a reputation as a gifted violist and chamber musician playing with the Russian Musical Society in Moscow, the Mecklenburg Quartet of St. Petersburg, and later with the Stradivari Quartet in Moscow. After a youthful career as a soloist and conductor in Russia, Bakaleinikov became a Professor of Viola at both the Petrograd Conservatory (1918-1920) and Moscow Conservatory (1920-1924) and was appointed a Music Director of the Moscow Art Theatre (1920-1926).

In 1925-1926, Bakaleinikov, together with his wife, the singer and actress Julia Fatova, went to the United States with the Moscow Art Theatre Music Studio on a highly successful tour. Impressed with Bakaleinikov, Fritz Reiner, then conductor of the Cincinnati Symphony Orchestra, hired him as assistant conductor and principal violist. By 1934 he had become well-known across the country; the University of Chicago conferred on him an honorary doctor of music degree. He left Cincinnati in 1937, moved to California and began composing music for the movies in Hollywood where two of his brothers, Constantin and Mikhail, held music directorships in the studios. He was also associate conductor of the Los Angeles Philharmonic.

In 1939, he accepted another invitation from Fritz Reiner, then conductor of the Pittsburgh Symphony, to come to Pittsburgh to be his associate conductor. Bakaleinikov moved his family to Pittsburgh where they quickly became the centre of an active musical community. Between 1948 and 1952 he served as Musical Director of the orchestra.

A dedicated and beloved teacher, Bakaleinikov was uniquely qualified to transmit a rich European musical heritage of traditions and technical skills to several generations of young American musicians. Bakaleinikov wrote *Elementary Rules of Conducting for Orchestra, Band and Chorus* (1938), a memoir *Записки музыканта (Notes of a Musician)* (1943), and composed a viola concerto, numerous vocal, instrumental and chamber works. This enamel kovsh was presented to Vladimir Bakaleinikov by members of the Musical Studio and orchestra of the Moscow Art Theatre around 1925.

Владимир Романович Бакалейников (1885-1953) - русско-американский альтист, дирижёр и композитор. В девятилетнем возрасте поступил в Московскую Консерваторию и по окончании обучения быстро достиг известности и успеха. Был особенно известен как квартетный музыкант, в том числе в составе известного петербургского Мекленбургского Квартета в Санкт-Петербурге и Квартета Страдивари в Москве. Талантливый музыкант одновременно преподавал в Петроградской (1918-1920) и Московской (1920-1924) консерваториях. В 1914-1916 годах Бакалейников являлся дирижёром Театра Музыкальной Драмы в Петрограде и был назначен Музыкальным Директором знаменитого Московского Художественного театра (1920-1926).

В 1927 году вместе с женой, певицей Юлией Фатовой, эмигрировал в США и по приглашению дирижёра Фрица Райнера занял пост его ассистента в симфоническом оркестре города Цинциннати. В 1937 году музыкант перебрался в Голливуд для работы в кинематографе, последовал примеру двух своих младших братьев, Константина и Михаила, однако уже через два года вновь принял приглашение Райнера и стал его ассистентом, теперь уже в Питсбургском симфоническом оркестре. В 1948-1952 годах он возглавлял этот оркестр. Талантливый педагог, Бакалейников обучал и наставлял многих американских музыкантов, написал пособие «Основные правила дирижирования оркестром, духовым оркестром и хором» (1938), мемуары «Записки музыканта» (Нью Йорк, 1938), концерт для альтя с оркестром (1937), и ряд камерных пьес.

Данный ковш был подарен Владимиру Бакалейникову в 1924-1926 годах, когда он вместе с оркестром Московского Художественного Театра гастролировал по Америке.



105*

A MINIATURE SILVER-GILT AND SHADED CLOISSONNÉ ENAMEL KOVSH

Fedor Rückert, Moscow, 1908-1917

of traditional form with a raised angular handle, richly enamelled in the neo-Russian style with shaded pink, blue, orange and green stylised berries and foliage on mossy green enamel ground, enhanced with gilded twisted wire and crosshatching, on a raised oval gilded foot, gilded interior, *indistinct standard mark* width: 10cm (3 15/16in).

£8,000 - 10,000

US\$13,000 - 16,000

€10,000 - 13,000



106*

A GROUP OF FIVE SILVER-GILT AND CLOISSONNÉ ENAMEL TEASPOONS

Fabergé, Moscow, 1908-1917

the round bowls decorated in muted green, blue, navy, orange and white geometric motifs on royal blue enamel ground, the diamond-shaped and triangular handles similarly decorated, *88 standard* (5), length: 13cm (5 1/8in).

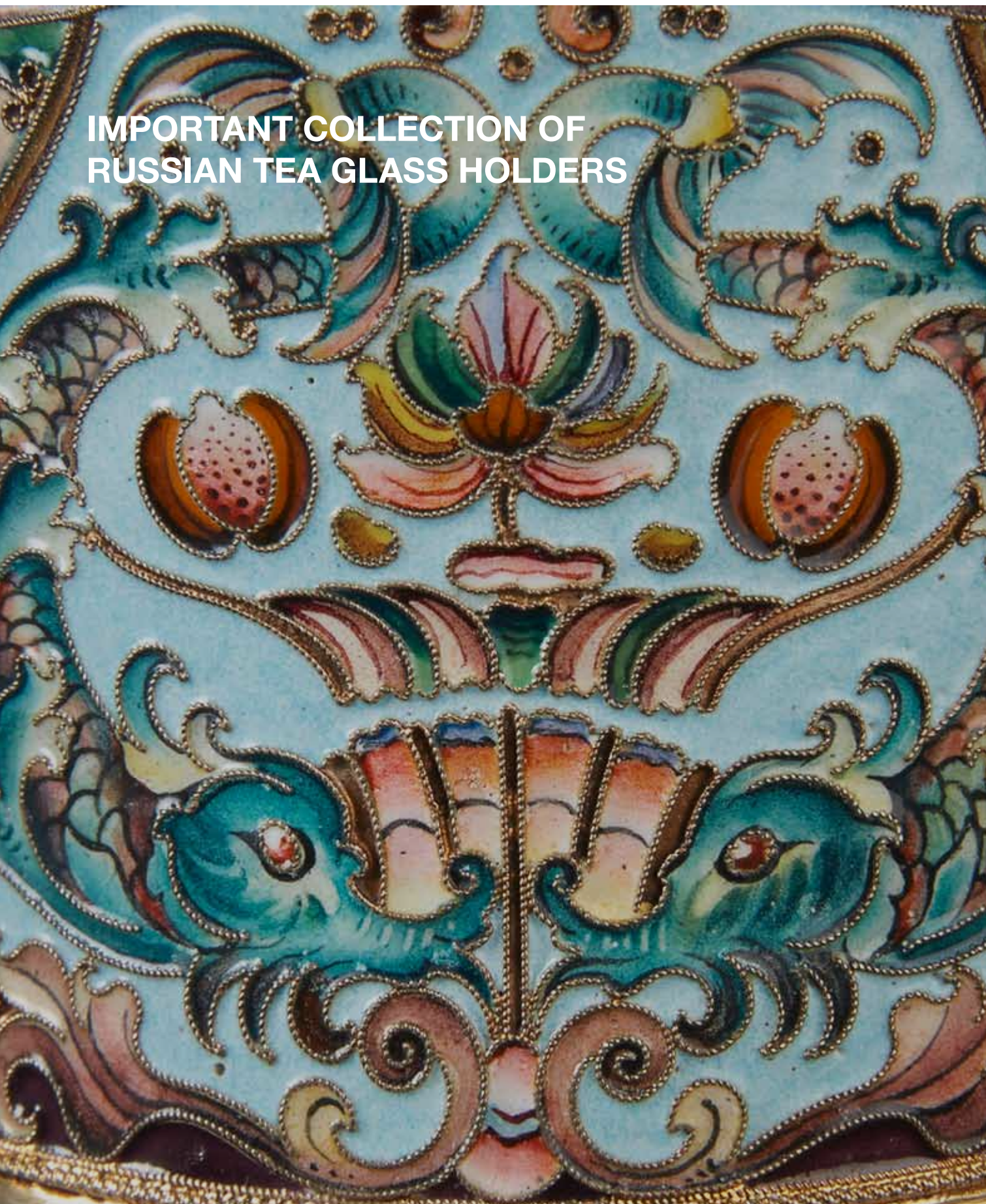
£6,000 - 8,000

US\$9,600 - 13,000

€7,600 - 10,000



**IMPORTANT COLLECTION OF
RUSSIAN TEA GLASS HOLDERS**



107*

A GROUP OF TWO SILVER-GILT AND ENAMEL TEA GLASS HOLDERS

first: Khlebnikov, St. Petersburg, 1896;
second: Ivan Saltykov, Moscow, 1894
first: cylindrical body with square reserve of the Russian traditional peasant house and surrounding border of stylised arabesques in fine champlevé red, blue, green and white enamel underneath a Greek-key border on top, with fancy silver-gilt handle terminating in cast and chased griffon, gilded interior, with glass insert; second: of cylindrical form on spreading enamelled support, with raised tubular handle with interlaced ornament at each end, all in turquoise enamel with fine wire works with borders of white dots, set with round silver reserve engraved with crowned monogram, gilded interior, with identically marked and similarly decorated spoon, each 84 standard
First: 11cm (4 3/8in); second: 9.3cm (3 5/8in).

£5,000 - 7,000
US\$8,000 - 11,000
€6,300 - 8,800



108*

**A PAIR OF SILVER-GILT AND CLOISSONNÉ ENAMEL TEA
GLASS HOLDERS**

6th Artel, Moscow, 1908-1917

each of cylindrical form with a curved raised handle, brightly
enamelled overall with varicoloured flowerheads and geometric motifs
within alternating arched vignettes in pale and dark green, enhanced
with gilded twisted wire and granulation, each on stepped circular
base, each 84 standard

height with handle: 10cm (3 15/16in).

£12,000 - 15,000

US\$19,000 - 24,000

€15,000 - 19,000





109*

**A SILVER GILT AND CLOISSONNÉ ENAMEL
TEA GLASS HOLDER**

Ovchinnikov, Moscow, c. 1899
traditional form with small barrel handle, on circular support, body decorated with three identical pairs of stylised roosters flanking a tree within bands of geometric designs, all in fine varicoloured enamel, gilded interior, 88 standard
height: 8.5cm (3 3/8in).

£7,000 - 9,000
US\$11,000 - 14,000
€8,800 - 11,000



110*

**A SILVER GILT CHAMPLEVÉ AND PLIQUE-A-
JOUR TEA GLASS HOLDER**

Partial mark for 11th Artel, Moscow, 1908-1913
traditional shape with scroll handle, on stepped circular support, body with fine polychrome arabesques in champlévé enamel, rim outlined with leaf design in plique-à-jour enamel, bottom decorated with large rosette in plique-à-jour enamel, 84 standard
height with handle: 8.9cm (3 1/2in).

£5,000 - 7,000
US\$8,000 - 11,000
€6,300 - 8,800

111*

**A SILVER-GILT AND CHAMPLEVÉ ENAMEL
TEA GLASS HOLDER TOGETHER WITH A
SILVER-GILT AND CHAMPLEVÉ ENAMEL TEA
GLASS HOLDER**

the first: Ivan Saltykov, Moscow, 1890; the second:
Grachev, with Cyrillic workmaster's mark 'AP', St.
Petersburg, 1875-1900; both with later European
import marks

the first of cylindrical form with a vertical cylindrical
handle, decorated overall in blue, green, white
and red champlevé enamel in a rhombic floral
pattern, the upper edge enhanced with a repoussé
beaded border, the base decorated with a chased
scalloped motif, *marked under base and under
handle, 84 standard*; the second of cylindrical form
with a curving geometric handle and pointed arch
rim, brightly enamelled in shades of blue, white
and red stylised foliage on stippled gilt ground,
the stepped base with rounded scalloped edge,
enhanced above the base with a gadrooned
repoussé border and twisted gilded wirework
throughout, the gilded interior inscribed with a
Cyrillic dedication and dated '1890,' *88 standard*
*the first: 9.2cm (3 5/8in) high with handle; the
second 10.1cm (4in) high with handle.*

£5,000 - 7,000

US\$8,000 - 11,000

€6,300 - 8,800





112*

**A SILVER GILT AND CLOISSONNÉ ENAMEL
TEA GLASS HOLDER**

6th Artel, Moscow, 1908-1917
traditional form on spreading circular foot, with raised angular handle enamelled as a stylised rooster, body with large stylised flowers in polychrome enamel with granulation and traditional wireworks all against cream background, green scalloped border punctuated with flower heads in transparent red enamel over the silver foil, top and bottom with bands of granulation and wireworks, gilded interior, 84 standard height: 10.5cm (4 1/4in).

£10,000 - 15,000
US\$16,000 - 24,000
€13,000 - 19,000



113*

**A SILVER GILT AND CLOISSONNÉ ENAMEL
TEA GLASS HOLDER**

Nikolai Alekseev, Moscow, 1908-1917
round form with scroll handle on spreading circular stand, body with projecting lobes outlined in thick gilded wire and enamelled in alternating celadon green and light brown with with stylised varicoloured foliage, gilded interior, 84 standard height: 11cm (4 3/8in).

£7,000 - 9,000
US\$11,000 - 14,000
€8,800 - 11,000

114*

A SILVER GILT AND SHADED CLOISSONNE ENAMEL TEA GLASS HOLDER

Khlebnikov, Moscow, 1908-1917

of traditional form, with a scalloped edge and a high angular handle, on a raised circular foot, the body richly decorated in shaded pastel and bright varicoloured enamel in an abstract geometric pattern around stylised pineapple and floral motifs on stippled gilt ground, enhanced by scrolling and crosshatched twisted wires, the foot enamelled in a polka dot border on teal enamel ground, centring a blank gilded shield-shape reserve, gilded interior, 88 standard

height: 9.9cm (3 7/8in).

£7,000 - 9,000

US\$11,000 - 14,000

€8,800 - 11,000



115*

A PARCEL SILVER AND ENAMEL TEA GLASS HOLDER

Konstantin Skvortsov, Moscow, 1908-1917

traditional form with scalloped rim and circular support, with raised flat handle chased with silver flowers and enamelled with floral design, body divided into arched blue and cream coloured sections with stylised floral design and circular medallions with pine-tree motifs, further enhanced with bands of metal circles, squares and dots, 84 standard

height: 15.3cm (5 1/4in).

£8,000 - 10,000

US\$13,000 - 16,000

€10,000 - 13,000





116*

**A SILVER GILT AND CLOISSONNÉ ENAMEL
TEA GLASS HOLDER**

20th Artel, Moscow, 1908-1917

circular with shaped rim and raised handle perforated with three openings, on scalloped circular support, body with two pairs of stylised green dolphins flanking a tree on a pale blue ground, surrounded with scrolls, shells and geometric motifs, all in shaded pastel-coloured enamel, with additions of fine granulation and wire scrolls, gilded interior, 84 standard height: 11.5cm (4 1/2in).

£7,000 - 9,000

US\$11,000 - 14,000

€8,800 - 11,000



117*

**A SILVER-GILT AND CLOISSONNÉ ENAMEL
TEA GLASS HOLDER**

26th Artel, Moscow, 1908-1917, with later European import marks

of cylindrical form with a raised angular handle, with a scalloped upper edge, the body richly enameled in varicoloured floral and foliate designs, alternating on vignettes of pale green and brown enamel ground, enhanced with a diagonally striped border of purple and cream, on a tapered circular foot, gilded interior, 84 standard height with handle: 10.5 (4 1/8cm).

£7,000 - 9,000

US\$11,000 - 14,000

€8,800 - 11,000

118*

A SILVER GILT, CLOISSONÉ AND CHAMPLEVÉ ENAMEL TEA GLASS HOLDER

Ovchinnikov, Moscow, 1876

traditional form with short elaborate handle set with a circular motif on top, raised on three ball feet, body divided in three sections, each decorated with stylised interlaced bands, vines and geometric patchwork in varicoloured enamel evoking medieval Russian manuscript designs, all against stippled gilded ground, flanked by colourful columns, top and bottom featuring borders with geometric motifs in champlevé enamel, gilded interior, 91 standard height: 9.5cm (3 3/4in).

£6,000 - 8,000

US\$9,600 - 13,000

€7,600 - 10,000



119*

A SILVER-GILT AND CLOISSONNE ENAMEL TEA GLASS HOLDER

Konstantin Skvortsov, Moscow, 1908-1917

of traditional form, with a scalloped rim, on a waisted circular foot, the raised handle with three perforations at the top, the body decorated in varicoloured shaded enamel flowerheads, enhanced with twisted wire and granulation on cream ground, the handle similarly decorated, the foot enamelled with a stylised scrolling wave motif, enhanced by a narrow blue enamelled band punctuated by twisted wire circles, gilded interior, 84 standard height: 10.9cm (4 5/16in).

£7,000 - 9,000

US\$11,000 - 14,000

€8,800 - 11,000





120*

A SILVER-GILT AND ENAMEL TEAGLASS HOLDER

workmaster's mark in Cyrillic 'AE', Moscow, 1908-1917
cylindrical form with raised scroll handle featuring flat rectangular thumb-piece, body with four openings separated by bands with single flower on lavender enamel, further decorated with floral and geometric motifs in polychrome cloisonné enamel against grey and light blue ground, on stepped circular foot, gilded interior, 84 standard height: 11.5cm (4 5/16in).

£6,000 - 8,000
US\$9,600 - 13,000
€7,600 - 10,000



121*

SILVER GILT AND CHAMPLEVÉ ENAMEL *TROMPE L'OUIL* TEA GLASS HOLDER AND TEASPOON

Aleksandr Sokolov, St. Petersburg, 1880

cylindrical body, with three consecutive bands chased to imitate Russian traditional architectural details connected with series of metal buckles and stitching, with middle band set with six round medallions decorated in champlevé enamel, centre applied with architectural mount featuring shield engraved '1881-1882', circular base on three bracket feet decorated similarly, raised handle engraved in imitation of wood grain and applied with *trompe l'oeil* embroidered linen towel, handle of the teaspoon with standing figure of a peasant; complete with faceted glass liner, 84 standard height: 13.5cm (5 1/4in).

£5,000 - 7,000

US\$8,000 - 11,000

€6,300 - 8,800



VARIOUS PROPERTIES

122*

A TWO-TONE GOLD MOUNTED AND GUILLOCHÉ ENAMEL HARDSTONE KOVSH

Fabergé, Moscow, 1899-1908, scratched inventory number 26290

of traditional form, the bowenite bowl applied with a rose gold ribbon bow, the rose gold hook handle enhanced with a chased green gold laurel motif encircling a roundel enameled in translucent blue over a sunburst guilloché ground, set with a half pearl in the centre and surmounted with a cabochon, with a velvet lined fitted wooden case stamped 'Moscow/St. Petersburg, Odessa' beneath the Imperial Warrant, 56 standard length: 8cm (3 1/8in).

£12,000 - 15,000

US\$19,000 - 24,000

€15,000 - 19,000

123

A SILVER-GILT AND SHADED ENAMEL KOVSH

Maria Semenova, Moscow, 1908-1917, scratched inventory numbers 2942 and 1107

of traditional shape with scrolling shaded floral motifs against stippled ground, cream-coloured band beneath twisted ropework rim, the hook handle with turquoise beaded border, 84 standard width: 17.5cm (6 7/8in).

£7,000 - 10,000

US\$11,000 - 16,000

€8,800 - 13,000



124

A SILVER-GILT AND SHADED ENAMEL TEA GLASS HOLDER

Konstantin Skvortsov, Moscow, 1908-1917
cylindrical body on domed foot, with pierced
upswept handle, enamelled with shaded
varicoloured floral sprays and foliage within twisted
ropework borders, with glass liner, 84 standard
height with handle: 10.2cm (3 1/2in).

£5,000 - 7,000

US\$8,000 - 11,000

€6,300 - 8,800

Provenance

In the private collection of a prominent British
diplomat pre-1950s.
Thence by descent.



125

A SILVER-GILT AND SHADED ENAMEL KOVSH

Ovchinnikov, Moscow, 1899-1908
flaring lobed bowl and scroll handle painted with
shaded foliage within geometric borders, 84
standard
width across: 12.5cm (4 15/16in).

£6,000 - 8,000

US\$9,600 - 13,000

€7,600 - 10,000





126
A JEWELLED SILVER GILT AND ENAMEL KOVSH

Fabergé, Moscow, 1899-1908
 oval body with shallow lobed sides rising to double ogee prow and angular handle surmounted by cabochon garnet, the exterior enriched with stylised daisy border against blue ground and further foliate motifs, 88 standard length: 17.8cm (7in).

£8,000 - 10,000
 US\$13,000 - 16,000
 €10,000 - 13,000

Provenance
 Originally in the collection Philip Jacob Blessig II (1821-1904) of the prominent Strasbourg merchant family established in St. Petersburg, Moscow and Liverpool. Brought up at no. 3 English Quay, Philip Jacob II left Russia following his father's death and re-established himself in Liverpool trading as 'Blessig, Braun & Co'. He retained his honorary Russian citizenship until 1862 and served as Russian Vice-Consul there until his death in 1904, earning the Order of St. Stanislas for his services. Thence by descent.

127
A LARGE SILVER-GILT AND SHADED ENAMEL KOVSH

Ivan Saltykov, Moscow, c. 1890
 of traditional form, the entire body with scrolling foliate motifs in shaded enamel against stippled gilt ground, the borders banded in blue turquoise beading terminating in hook handle enriched en-suite, 84 standard length: 31cm (12 3/16in).

£10,000 - 12,000
 US\$16,000 - 19,000
 €13,000 - 15,000





128

A SILVER-GILT AND SHADED ENAMEL KOVSH

Maker's initials Cyrillic 'SB', Moscow, before 1899 ovoid body richly enamelled throughout with striated rose floral motifs and blue meandering strapwork against stippled gold ground upon circular foot, the twisted wirework rim rising to domed knob and terminating in flattened foliate handle, the basin enamelled *en-suite* and centred by a firebird, 84 standard width: 18.6cm (7 5/16in).

£8,000 - 10,000

US\$13,000 - 16,000

€10,000 - 13,000

129*

A GOLD MOUNTED, SILVER-GILT AND GUILLOCHÉ ENAMEL GUM POT

Fabergé, workmaster Henrik Wigström, St. Petersburg, 1908-1917, with additional maker's marks and scratched inventory number 22775 of trumpet form, enamelled in translucent steel grey over a wavy guilloché ground, the brush with a fluted hourglass finial surmounted by a cabochon moonstone, the flared circular base enhanced with a chased laurel garland, 88 standard height: 7.5cm (2 15/16in).

£10,000 - 15,000

US\$16,000 - 24,000

€13,000 - 19,000





130

A GLASS WINE SET

Imperial Glass Manufactory, design by V. Sychugov, St. Petersburg, 1870

comprising: a rectangular stoppered decanter decorated with gilt strapwork and geometric motifs, rectangular reserve inscribed with drinking adage in stylised Cyrillic, with four charki all upon tray, enriched throughout with cabochon beads at intervals

height of decanter: 27cm (10 5/8in).

£5,000 - 7,000

US\$8,000 - 11,000

€6,300 - 8,800

Provenance

Private collection of an English Lady of Russian descent.

Literature

Tamara Malinina, Imperatorskiy Steklianni Zavod XVIII Nachalo XX Veka, The State Hermitage Publishers, St. Petersburg, 2009, p.255

The set was executed in 1870 after a design by Sychugov and exhibited at the All-Russian Manufacturers Exhibition in St. Petersburg of the same year. The Hermitage museum in St. Petersburg has preserved an identical set originally gifted to Alexander II.

For similar see Bonhams Russian Sale 4 June 2014, lot 155



131*

TWO GLASS DECANTERS AND A PAIR OF CHAMPAGNE FLUTES FROM AN IMPERIAL BANQUET SERVICE

Imperial Glass Factory, St. Petersburg, c. 1850

comprising: two glass decanters of mallet form, one with lobed sides and ring-moulded waisted neck with a fluted mushroom stopper, the other with raised oval vignettes etched with grape vines on a circular flaring foot with a slender faceted neck and a tapered faceted stopper, the bodies of both centring an enamelled medallion with gilt foil insert depicting the crowned Cyrillic initials on an ermine mantling, the first 'AM' and the second 'NN' together with two champagne flutes, the tapered lobed bowls similarly decorated with centred inserts depicting the initials 'AM', all unmarked (4)
height of tallest decanter (with stopper): 34cm (13 3/8in).

£7,000 - 9,000

US\$11,000 - 14,000

€8,800 - 11,000



A GLASS AND PORCELAIN SERVICE FROM THE ARGUNTINSKY-DOLOGORUKOV PRINCELY FAMILY

The origins of the princely Argutinsky-Dolgorukov family can be traced to the noble Argut family of Armenian descent, that goes back to the ancient ruling house of Persia. As a reward for his outstanding service to the Russian crown, one of the ancestors of the family was received the honorable princely title of the Russian Empire and permission to use the name Argutinsky-Dolgorukov.

The family's original coat of arms included a divided shield with half of the Russian Imperial eagle on the left and two symbols on the right: a hand clad in armour holding a sword and a lion holding a shield and a mace, superimposed on a large cross of the Knights of Malta with tassels in the upper corners and the Russian Imperial crown in the centre.

It is likely that this service was commissioned by one of the descendants of the Argutinsky-Dolgorukov family, several of whom lived in France in the early Twentieth Century (Prince Argutinsky-Dolgorukov loaned number of portraits to the exhibition of Russian Art in Brussels; see *Exposition D'Art Russe Ancien et Moderne*, May-June 1928, p.51).

Княжеский род Аргутинских-Долгоруких ведет своё происхождение от грузинских подданных армянского происхождения Аргутов, род которых уходит корнями к царскому дому правителей древней Персии. В 1800 году за заслуги, оказанные России, Императором Павлом им было даровано княжеское достоинство Российской империи, с наименованием Аргутинских-Долгоруких.

Дарованный им герб изображал развернутую мантию из горностая, увенчанную короной Российских императоров. В центре расположен военный щит, вертикально разделённый пополам. В левой половине щита изображён возникающий до половины российский государственный орёл, на груди несущий мальтийский крест с вензелем Императора Павла, даровавшего роду княжеский титул Российской империи. На правой стороне щита изображена рука рыцаря, несущая меч и внизу на лазуревом поле - стоящий лев со щитом и золотой булавой.

Потомки княжеского рода в начале XX века жили во Франции, и вероятно тогда же и заказали данный сервиз. Один из них упомянут как коллекционер, выставлявший русские портреты на выставке русского искусства в Брюсселе (См. *Exposition D'Art Russe Ancien et Moderne*, May-June 1928, page 51).



(seven of fourteen)



(five of eleven)

132*

A LARGE GROUP OF GLASSES FROM A SERVICE OF ARGUTINSKY-DOLGORUKOV PRINCELY FAMILY

comprising: fourteen liquor glasses, twelve shot glasses and eleven punch glasses with handles, each bowl tapering to a knob stem on spreading circular foot, all surfaces etched with elaborate arabesques and set with circular reserves painted with the Argutinsky-Dolgorukov princely family coat of arms. (37)
height of liquor glass: 10.8cm (4 1/3in).

£8,000 - 12,000

US\$13,000 - 19,000

€10,000 - 15,000





133*

**NINE WINE GLASSES AND THIRTEEN WATER GLASSES
FROM A SERVICE OF ARGUTINSKY-DOLGORUKOV PRINCELY
FAMILY**

each bowl with gilded rim tapering to knob stem terminating in spread circular foot, the surface etched with elaborate arabesques and set with circular reserve painted with the coat of arms of the Argutinsky-Dolgorukov princely family (22)
height: 13.3cm (5 1/4in).

£6,000 - 8,000

US\$9,600 - 13,000

€7,600 - 10,000



134*

ELEVEN CHAMPAGNE GLASSES FROM A SERVICE OF ARGUTINSKY-DOLGORUKOV PRINCELY FAMILY

each bowl with gilded rim tapering to knob stem terminating in spread circular foot, the surface etched with elaborate arabesques and set with circular reserve painted with the coat of arms of the Argutinsky-Dolgorukov princely family. (11)
height: 12.6cm (5in).

£5,000 - 8,000

US\$8,000 - 13,000

€6,300 - 10,000





135*

A GROUP OF GLASS FROM THE ARGUTINSKY-DOLGORUKOV PRINCELY FAMILY

comprising: a pair of small decanters, a pair of medium decanters, a large decanter and a water jug; decanters with bulbous lower body tapering to a long narrow neck with gilded knob and rim, jug with rounded base and wide neck with a handle, all etched with elaborate arabesques and set with round reserves painted with the coat of arms of the Argutinsky-Dolgorukov princely family (6)
height of jug: 23.5cm (9 1/4in).

£5,000 - 8,000
US\$8,000 - 13,000
€6,300 - 10,000





136*

A GROUP OF TWELVE WINE GLASSES FROM ARUTINSKY-DOLGORUKOV SERVICE

light green-coloured glass, each bowl tapering to a knob stem terminating in bell foot, the surface etched with elaborate arabesque and fan pattern, and set with the painted coats of arms of the Argutinsky-Dolgorukov princely family (12)
height: 13.3cm (5 1/4in).

£8,000 - 12,000
US\$13,000 - 19,000
€10,000 - 15,000



137*

A PORCELAIN DINNER SERVICE WITH THE ARMOURIAL COAT OF ARMS OF PRINCE ARGUTINSKY-DOLGORUKOV

comprising: three oval serving platters of various sizes, twelve soup plates, ten dinner plates, eleven salad plates, ten cups and saucers, one large covered tureen with a stand, one small covered vegetable server, two oval serving dishes with handles, two sauce boats on stand; the cavettos of the plates and the sides of the cups and serving pieces with coats of arms of Argutinsky-Dolgorukov princely family, the blue celeste borders outlined with gilded interlaced bands, the plates with scalloped rim, *apparently unmarked* (65)
length of largest platter: 56cm (22in)
height of soup tureen: 27.5cm (10 13/16in)
diameter of dinner plate: 24cm (9 7/16in).

£18,000 - 25,000

US\$29,000 - 40,000

€23,000 - 31,000







138

A PORCELAIN MILITARY PLATE

Imperial Porcelain Factory, St. Petersburg, period of Nicholas I, 1842
 circular, the centre painted with Cossacks in various poses, the reverse signed 'M Kriukov' and dated '20/1 1842', within gilt band, the green border gilt and ciselé with Imperial eagles and military trophies, inscribed in Russian 'Caucasian Corps; The Caucasus line Cossack host; Cossack of Caucasian regiment; Chief Officer of Kuban regiment; Cossack of Khopersky regiment; Cossack of Volgsky regiment; Cossack of Stavropol regiment'

£20,000 - 25,000
 US\$32,000 - 40,000
 €25,000 - 31,000



(inscription on verso)

139

TWO PORCELAIN BISCUIT GROUPS

Gardner Manufactory, c. 1880

the first depicting a mother and child; the second a seated male figure

height of first: 17.5cm (6 7/8in).

£5,000 - 7,000

US\$8,000 - 11,000

€6,300 - 8,800



140

A PORCELAIN BISCUIT GROUP

Gardner Manufactory, c. 1880

formed as a group of children seated at play

height: 10.5cm (4 1/8in).

£5,000 - 7,000

US\$8,000 - 11,000

€6,300 - 8,800



141

A PORCELAIN TÊTE-À-TÊTE COFFEE SERVICE

Popov Factory, Moscow, first half 19th Century

comprising: an ovoid lidded coffee-pot on spreading foot, the scroll handle with wing detail, a lidded sugar bowl on similar foot, two flaring cups, two saucers and one shaped rectangular tray with pierced handles, each with pale blue painted lower body further enriched with gilt floral banding, the lids with gilt bud finials, the saucers and tray *en suite*

length of tray: 31.5cm (12 3/8in).

£5,000 - 7,000

US\$8,000 - 11,000

€6,300 - 8,800





142

A PORCELAIN MILITARY PLATE

Imperial Porcelain Factory, St. Petersburg, period of Nicholas I, 1836

circle, the centre painted with figure on rearing horse conversing with standing figures within gilt border enriched with Imperial eagles and military trophies, the reverse inscribed 'Officier Supérieur et Subalterne du Rt. des Hussards de la Garde', signed 'S. Daladugin' and dated '1836' with additional gilt initials 'XA' or possibly Cyrillic 'XD' within gilt bands diameter: 23.8cm (9 3/8in).

£15,000 - 20,000

US\$24,000 - 32,000

€19,000 - 25,000

*Officier Supérieur et Subalterne du Rt.
des Hussards de la Garde.*

(inscription on verso)

143

A PAIR OF IMPORTANT PORCELAIN VASES

Imperial Porcelain Factory, St. Petersburg, period of Alexander II, after the model by August Spiess, workmaster A. Lukin, gilder's mark in Cyrillic 'AK'

of bandeau form with cylindrical necks and flared feet with beaded rim, set on square porcelain bases, body of light blue colour, shoulders with molded porcelain acanthus leaf garland gathered on the sides and supported by neo-classical scrolls, top and bottom with wide interlaced floral borders, all in light brown glaze, narrowing neck with raised trellis design and beaded rim, lids with raised trellis superimposed by leaves, with stylized pine cone finials, each base with a pair of seated putties holding cloth garlands, *with green underglaze mark of the monogram of Alexander II under the Imperial crown, incised mark of A. Lukin, one with gilded monogram 'AK' (2)* height: 64cm (25 3/16in).

£80,000 - 100,000

US\$130,000 - 160,000

€100,000 - 130,000





This pair of blue glaze porcelain vases, decorated with figures of putti, is undoubtedly the work of the master sculptor of the Imperial Porcelain Factory, A.K. Spiess, molded based on his model of the 1870s. During this period, Spiess was at the height of his creative career, and it is precisely at this time that he designed most of the decorative vases and other interior decorations commissioned by Alexander II and Empress Maria Aleksandrovna.

August Karlovich Spiess defined the policy of the sculpture department of the Imperial Porcelain Factory for almost half a century. Establishing himself as the master of grand scale porcelain decor for both formal and private interiors, Spiess designed a variety of vases, chandeliers, fireplaces, candelabras, tables, consoles, washbasin fixtures, mirrors in porcelain frames, unique interior sculptures and bas-reliefs, Easter eggs, frames for paintings and photographs, flowerpots and dining services. Such typological diversity is a testament to Spiess's broad artistic knowledge and high level of technical training.

Thanks to the ideas and projects of August Spiess, the status of porcelain wares in the decorative arts was elevated from that of insignificant 'porcelain trinkets' (bibelots) to fully developed works of art, capable of commanding attention as the impressive centerpieces of virtually any interior. This is clearly evidenced by the present pair of porcelain vases designed by Spiess.

Spiess began to design vases and other decorative interior objects in the 1860s. He created his porcelain designs based on previously established 'classical' schemes associated with the style of the Historicism movement, popular among his contemporaries. This statement is confirmed by an art historical analysis of the preparatory drawings for the vases. The same decorative elements 'boldly roam' from one product to another, thus affirming a key feature of the sculptor's creative method in designing interior decor.

The ultimate development of this creative method was the result of meticulous preparation by Spiess, who according to archival documents made several trips to Europe in order to study similar works of art, particularly vases, created by European porcelain manufacturers. The objects he acquired during these travels came to form the basis for a series of vases and other works of art designed by August Spiess for the Imperial Porcelain Factory. The 'sculptural decorations' of his works in most cases organically relate to his understanding of the object's form and therefore are distinguished by the light lines and harmonious proportionality of the decorative elements. The sculptor used the decorative forms of classicism as starting points, utilizing 'sculptural citations' of a variety of styles, primarily Meissen rococo.

Molded hanging garlands of stylized acanthus leaves, symmetrically placed around the central axis, embellish the vases' bodies. The joints of the garlands are held up by decorative handles, their forms reminiscent of a meandering line. The corolla of the vases is decorated by a border. The main body of each vase is mounted on a circular foot with a narrow arch, decorated in low relief with mother of pearl and gilt edging. The feet and the lower part of the body of each vase are decorated with figures of gilded cherubs, which seem to support the weight of the vases on their backs. The vases are installed on low square pedestals with gilded layered ribs. A part of the vases are connected by metal rod retainers. The decorative theme is completed by the lids of the vases, molded as stylized pinecones.

Since Spiess did not sign and mark all of his works, it is not always possible to precisely date them. The attribution of unmarked works is done on the basis of a comparative analysis with analogous signed works from public and private collections. According to archival documents, many of Spiess' designs were executed by A. Lukin.

The diverse and rich creative heritage established by Spiess came to serve as the basis for the subsequent development of the sculpture department of the Imperial Porcelain Factory. A thorough analysis of the present pair of vases modeled after Spiess' design allow us to imbue the scholarly literature with a unique understanding of the designer's productions, unknown until the present time.

Голубые парные вазы, украшенные фигурами путти, относятся к безусловным произведениям главного скульптора Императорского фарфорового завода А. К. Шписа, созданных по его модели в 1870-е гг.

Август Карлович Шпис (1817 - ок. 1904) почти столетия определял политику скульптурного отделения фарфорового производства. Он реализовал себя как создатель больших фарфоровых изделий для парадных и камерных интерьеров по заказам императора Александра II и императрицы Марии Александровны. Именно благодаря идеям и проектам Августа Шписа фарфоровая пластика выходит на совершенно иной уровень восприятия, превратившись из разряда «фарфоровой безделушки» (bibelots) в полноправное произведение искусства, способное стать подлинной доминантой любого интерьера. Об этом красноречиво свидетельствуют созданные Шписом парные вазы, представленные в данном каталоге.

Декор фарфоровых изделий создавался Шписом по уже сложившейся «классической» схеме, ассоциировавшейся у современников с историческими стилями в контексте эпохи историзма. Одни и те же декоративные элементы «смело кочуют» из одного произведения Шписа в другое, и в этом заключается важная особенность творческого метода скульптора при создании интерьерных изделий. Формированию данного творческого метода предшествовала тщательная работа, направленная на изучение аналогичных памятников искусства и ваз, в особенности, созданных на европейских фарфоровых мануфактурах. Приобретенные во время поездок в Европу, эти предметы послужили образцами для ваз и других произведений, созданных на Императорском фарфоровом заводе. «Скульптурные декорации» его произведений в большинстве случаев органично связаны с пластическим пониманием формы предмета и благодаря этому выделяются легкими очертаниями и гармоничной пропорциональностью декоративных элементов. Скульптор отталкивается от форм классицизма, и использует «скульптурные цитаты» разных стилей, прежде всего, «майсенского» рококо (E. Khmel'nitskaya, *Vasen und Dekoration von A. Spiess, Keramos*, 2011, no. 214. p. 35).

Тулово ваз украшают лепные провисающие гирлянды из стилизованных листьев аканта, расположенные симметрично центральной оси. В местах соединения гирлянд их словно поддерживают декоративные ручки, напоминающие по форме линию меандра. Основной корпус вазы укреплен на круглую ножку с узким подъемом, заканчивающимся «бородкой» из рельефного жемчужника с золоченой каймой. Ножку и нижнюю часть тулова вазы украшают фигуры золоченых путти, которые словно поддерживают вазу. Вазы установлены на невысокие квадратные постаменты с золочеными отводками по ребрам. Части вазы соединены между собой металлическим штоком с плоским фиксатором. Декоративное оформление ваз дополняют и крышки, навершие которых исполнено в виде стилизованных шишечек.

Далеко не все пластические работы Шписа подписаны и маркированы, не всегда удается установить точную дату их исполнения. Атрибуция неподписанных вещей произведена на основе сравнительного анализа с аналогичными подписными изделиями из музейных и частных собраний. Согласно архивным документам, многие работы Шписа формовал А. Лукин (РГИА, фонд 5036 опись 1 (525/2278), дело 43, лист 59). Так и на представленных вазах имеется в тесте факсимиле формовщика «А. Лукин».

Разнообразие и богатство творческого наследия Шписа легли в основу дальнейшего развития скульптурного отделения фарфорового завода в последующий период. Тщательный анализ парных ваз позволил уточнить их атрибуцию и ввести в научный оборот уникальные изделия скульптора, неизвестные до настоящего времени.

Мы благодарим доктора наук Екатерину Хмельницкую, научного сотрудника отдела фарфора Государственного Эрмитажа, за проведенное исследование и описание данного лота.





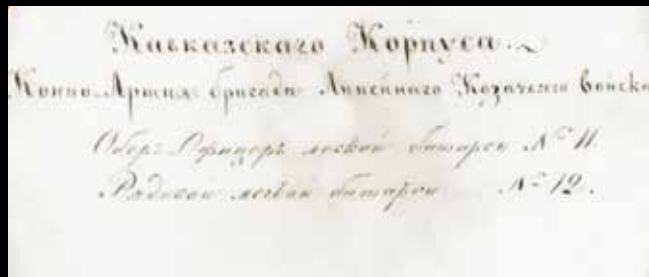
144

A PORCELAIN MILITARY PLATE

Imperial Porcelain Factory, St Petersburg, period of Nicholas I, 1841
 Circular, the centre painted with a military scene within a gilt cavetto
 and green border with gilt ciselé Imperial eagles and military trophies,
 the reverse inscribed in Russian:

‘Caucasian Corps;
 The Cavalry-Artillery Brigade of the Line Cossack host;
 Chief Officer of Light Battery N 11;
 Private of Light Battery N13.’
 Marked, dated and signed ‘S. Daladugin’ in Cyrillic under base
 diameter: 24cm (9 7/16in).

£20,000 - 25,000
 US\$32,000 - 40,000
 €25,000 - 31,000



(inscription on verso)



145

A PORCELAIN MILITARY PLATE

Imperial Porcelain Factory, St Petersburg, period of Nicholas I, 1835 circular, the centre painted with officers within gilt band *ciselé* with Imperial eagles and military trophies the reverse signed 'S. Daladugin', dated '1835', and further inscribed in French 'Officiers Supérieur et Subalterne du Rt. de la Garde de Wolynie' diameter: 24.2cm (9 1/2in).

£15,000 - 20,000
US\$24,000 - 32,000
€19,000 - 25,000

*Officiers Supérieur et Subalterne du Rt.
de la Garde de Wolynie.*

(inscription on verso)



146*

**A PORCELAIN PLATE FROM THE
CORONATION SERVICE OF NICHOLAS I**

Imperial Porcelain Factory, St. Petersburg, Period of Nicholas I (1825-1855)
circular, the centre decorated with the Russian Imperial coat of arms and the Cross of Order of St. Andrew against on an ermine mantle surmounted by the Imperial crown, the border with burnished gilt *ciselé* martial trophies and a gilded rim, on royal blue ground, *unmarked*
diameter: 24cm (9 7/16in).

£15,000 - 20,000
US\$24,000 - 32,000
€19,000 - 25,000



147

**A SILVER-GILT ICON OF THE IVERSKAYA
MOTHER OF GOD**

Fabergé, Moscow, 1899-1908, scratched inventory number 11045
rectangular form surmounted by suspension loop, the sides with chased foliate scrolls against stippled ground, the corners set with flower-heads, the reverse velvet covered, *84 standard*
height: 8.5cm (3 3/8in).

£15,000 - 18,000
US\$24,000 - 29,000
€19,000 - 23,000



148

A SILVER-MOUNTED GLASS VASE

Fabergé, Moscow, 1899-1908, scratch inventory number 22948 the ovoid dichroic lithyalin type Continental vase simulating grey carved stone enriched with speckled gold, upon scrolling foliate supports to openwork Rococo base with applied Latin monogram 'NGB' raised upon four leaf feet, 84 standard height: 42cm (16 9/16).

£28,000 - 32,000
US\$45,000 - 51,000
€35,000 - 40,000



149

A SILVER-MOUNTED DECANTER

Fabergé, Moscow, 1899-1908

the bulbous cut glass body rising to neck applied with ribbon-tied laurel swags above radiating acanthus leaves, surmounted by domed hinged gadrooned cover and finial opening to gilt interior, reeded handle with grape terminals, 84 standard height: 21cm (8 1/4in).

£8,000 - 10,000

US\$13,000 - 16,000

€10,000 - 13,000

150

A PARCEL-GILT SILVER WRITING STAND

Kurlyukov, Moscow, 1899-1908

the double inkstand and pen tray formed as fenced courtyard accessed by hinged gate opening to suspended swing, flanked by two izbas with trompe l'oeil simulated wood facades, each opening to reveal rock crystal ink liners to gilt interiors, raised upon simulated textile drapery base, 84 standard width: 23.6cm (9 5/16 in).

£10,000 - 15,000

US\$16,000 - 24,000

€13,000 - 19,000



151

A PAIR OF SILVER CANDLESTICKS

Fabergé, workmaster Julius Rappoport, St. Petersburg, 1908-1917

each rising from domed shaped base to knopped baluster stem, terminating in detachable nozzle, chased throughout with swirling Rococo motifs in the Meissonier taste, 84 standard height: 23.5cm (9 1/4in).

£12,000 - 15,000

US\$19,000 - 24,000

€15,000 - 19,000





152

A SILVER-MOUNTED GLASS CASKET

Fabergé, workmaster Antti Nevalainen, St. Petersburg, before 1899, scratched inventory number 11878

rectangular shaped with hinged lid, each glass panel set within chased laurel borders, raised upon four foliate paw feet, in fitted black leather case, 88 standard width: 11.3cm (4 7/16in).

£12,000 - 15,000

US\$19,000 - 24,000

€15,000 - 19,000

Provenance

Purchased from Asprey's 24 April 1979.

An identical example also with glass panels is exhibited at the Fabergé Museum, St. Petersburg (Anteroom vitrine 6, item no. 7).



153^Y Φ

A THREE PIECE SILVER SET

V. Morozov, workmaster Cyrillic 'AB', St. Petersburg, 1908-1917
comprising: tea pot, coffee pot and sugar, each spreading oval base
with concave corners dated '19/VIII 21', rising to ovoid body with
partial reeding monogrammed 'EX' to front, surmounted by hinged
domed lid terminating in pineapple finial, ivory insulating bands to
angular handles of two forms

84 standard

height of tallest: 22.5cm (8 7/8in).

£6,000 - 8,000

US\$9,600 - 13,000

€7,600 - 10,000



154

A PAIR OF PARCEL-GILT SALTERS

Carl Tegelstein, Moscow, c. 1843

each formed as a putto contemplating a bunch of grapes, one elbow supported by a crown, the figure flanked by scallop shells, on scrolling foliate feet, 84 standard
width: 18.6cm (7 5/16in).

£5,000 - 7,000

US\$8,000 - 11,000

€6,300 - 8,800



155

A SILVER BOWL

Fabergé, Moscow, 1893

formed as a grape leaf with scrolling vine handle, 88 standard
length: 29.2cm (11 1/2in).

£5,000 - 7,000

US\$8,000 - 11,000

€6,300 - 8,800





156

**A SILVER-MOUNTED SANDSTONE MATCH
HOLDER**

Fabergé, workmaster Julius Rappoport,
St. Petersburg, before 1899
head, limbs and tail realistically cast and chased
as a rhinoceros, joined to ovoid sandstone
striker inset with beaded well to hold matches, 88
standard
length: 13.4cm (5 1/4in).

£30,000 - 40,000
US\$48,000 - 64,000
€38,000 - 50,000

157

A PARCEL-GILT TROMPE L'OEIL MODEL OF A BREAD LOAF AND SALT THRONE

Sazikov, Moscow, 1867; salt throne marked 'BC', dated 1866

Circular, realistically cast and chased as a seeded loaf of bread, under base engraved in German with dedicatory inscriptions:

'In Memory of 25 years of faithful service dedicated by Duke Nicholas and Duchess Maria von Leuchtenberg, Duke George and Duchess Olga von Leuchtenberg and their families, 1st March 1925'.

Circular hinged cover surmounted by hinged salt throne, the cover of which inscribed with Russian saying 'Bez soli/bez khleba/polovina obeda' ['without salt/without bread/is only half a meal'], 84 standard height: 9.6cm (3 3/4in).

£5,000 - 7,000

US\$8,000 - 11,000

€6,300 - 8,800

Provenance

The donors of the proposed lot were related to the Russian Imperial family following the 1839 marriage of Emperor Nicholas I daughter, Grand Duchess Maria to Maximilian, 3rd Duke of Leuchtenberg a cousin of Napoleon III of France and Emperor Joseph I of Austria.



(detail of base)





158

A SILVER TRAVELLING SOUP SERVICE

Stang and other, St. Petersburg, c. 1816-1833 comprising: a cauldron with engraved comital arms above laurel branches, flanked by hinged loop handles with wood insulator sections, opening at slip-on lid to reveal gilt interior containing four soup bowls and four plates with engraved coronet above initials 'KAK' and laurel branches to rims hallmarked Stang, workmaster Cyrillic 'A. Ya, St. Petersburg, 1816', presented with thirteen chamois liners; together with two additional bowls and two plates enriched *en-suite*, marker's initials 'C.F, St. Petersburg, 1833', 84 standard (13) diameter of cauldron: 25.5cm (10 1/16in).

£10,000 - 15,000
US\$16,000 - 24,000
€13,000 - 19,000

Provenance

The collection of Kornis Ioannis Antonios Kapodistrias of Corfu, граф Иоанн Каподистрия in Russian or anglicized as Count Ioannis Antonios Kapodistria (1776-1831)
Thence by descent

Kapodistrias was a prominent Greek figure in domestic politics and diplomacy who also served Alexander I of Russia as Ambassador to Switzerland and eventually represented Russia at the Congress of Vienna in 1815. He was widely rewarded for his successes rising to joint Foreign Minister of Russia with Count Nesselrode. He was the first Prime Minister of Greece after the revolution in 1821.



(detail)

159

A GILT-MOUNTED MALACHITE AMPHORA

19th Century

of typical form with scrolling foliate handles, brass plaque to the base with faded French inscription
height: 61cm (24in).

£15,000 - 25,000

US\$24,000 - 40,000

€19,000 - 31,000

Provenance

Originally the property of a private European collection, acquired by a family with diplomatic ties to the Russian court.
Thence by descent.





160
A FINE METAL-THREAD EMBROIDERED APPLIQUE VELVET SADDLE-CLOTH (SHABRACK) FROM A ROYAL BOKHARA WORKSHOP

Uzbekistan, third quarter of 19th Century
 rhomboid, blue velvet, the central field divided into two registers, one containing a cusped cartouche with an aperture for the tail, with palmettes in the surrounding areas, the other part with three large floral medallions on a field with stars, and star and crescent motifs, within borders containing floral filled cartouches, with gilt metal discs, ikat backing, fringed, with suspension loops
 148 x 172cm (58 1/4 x 67 11/16 in).

£6,000 - 8,000
 US\$9,600 - 13,000
 €7,600 - 10,000

Embroideries in silver and gold thread with applique decoration were considered to be amongst the most prestigious of Central Asian textiles. The technique first appeared in the Emir of Bokhara's workshops, and was used exclusively for ceremonial purposes by royalty and the nobility. For a metal thread embroidered saddle-cloth in the Marshall and Marilyn R. Wolff Collection, New York, see Ernst J. Grube, *Keshte: Central Asian Embroideries*, New York, 2003, no. 23. The blue ground on this example is rare.



161

161
VOL'F, N.B., BARON

Imperatorskii Farforovyi Zavod 1774-1904; The Imperial Porcelain St. Petersburg, Golike & Vil'borg, 1906
 large folio, 38 x 31cm

First Edition, 63 pages of Russian text with French summaries, photographic illustrations throughout, 12 tinted photogravure plates printed on china and mounted on card, tissue guards, one chromolithographic plate, bound and enrobed by 20th Century burgundy morocco gilt cloth over marbled boards

£5,000 - 7,000
 US\$8,000 - 11,000
 €6,300 - 8,800

Literature
 Vengerov, *Staraia Russkaia kniga*, 78; Fekula 6602

161 (detail)



PROPERTY OF THE SEATTLE ART MUSEUM

Sold to benefit the acquisition fund of the Seattle Art Museum.

162*

**ICON OF THE MOTHER OF GOD MADRE DELLA
CONSOLAZIONE**

Veneto-Cretan, 17th Century
very finely painted in strong colours on gilt ground with
stippled haloes
tempera and gilt on prepared panel
41 x 55.3cm (16 1/8 x 21 3/4in).

£15,000 - 20,000

US\$24,000 - 32,000

€19,000 - 25,000

Provenance

David Benzaria, New York.
Seattle Art Museum, Eugene Fuller Memorial Collection
(acquired from the above, 1957).

Exhibited

Spoke, Washington, Immaculate Heart Retreat House, 4th
Annual Madonna Festival, 1964.
Yakima, Washington, Englewood Christian Church, dedication
of new sanctuary, 1965.
Walla Walla, Washington, Whitman College, Olin Art Gallery,
Spiritus Nativitatis, 30 November-19 December, 1975.





163*

ICON OF ST. SPIRIDON

Corfu, 17th Century

traditionally painted in strong colours, the Saint shown in his raised coffin in architectural surround on gilt ground

tempera on prepared panel

32.4 x 45.4cm (12 3/4 x 17 7/8in).

£2,000 - 3,500

US\$3,200 - 5,600

€2,500 - 4,400

Provenance

David Benzaria, New York.

Seattle Art Museum, Eugene Fuller Memorial Collection, (acquired from the above, 1946).



164*

ICON OF THE MOTHER OF GOD HODIGITRIA

Greek, possibly 17th Century
traditionally painted in sombre colours with gilt
highlights
tempera on prepared panel
29.5 x 39.4cm (11 5/8 x 15 1/2 in).

£7,000 - 10,000

US\$11,000 - 16,000

€8,800 - 13,000

Provenance

David Benzaria, New York.
Seattle Art Museum, Eugene Fuller Memorial
Collection (acquired from the above, 1958).

Exhibited

Spokane, Washington, Immaculate Heart Retreat
House, 4th Annual Madonna Festival, 1964.
Bellingham, Washington, Whatcom Museum, 1975.



165*

ICON OF THE DEISIS

Greek, 1827

traditionally painted, showing Christ enthroned flanked by the Mother of God and St. John the Baptist.

dated '1827' and inscribed in Greek with indistinctly Greek inscription for the commissioner and signed by Ioanis Athanasiou of Athens with two applied haloes

tempera and gilt on prepared ground

34.3 x 43.5cm (13 1/2 x 17 1/8in).

£5,000 - 7,500

US\$8,000 - 12,000

€6,300 - 9,400

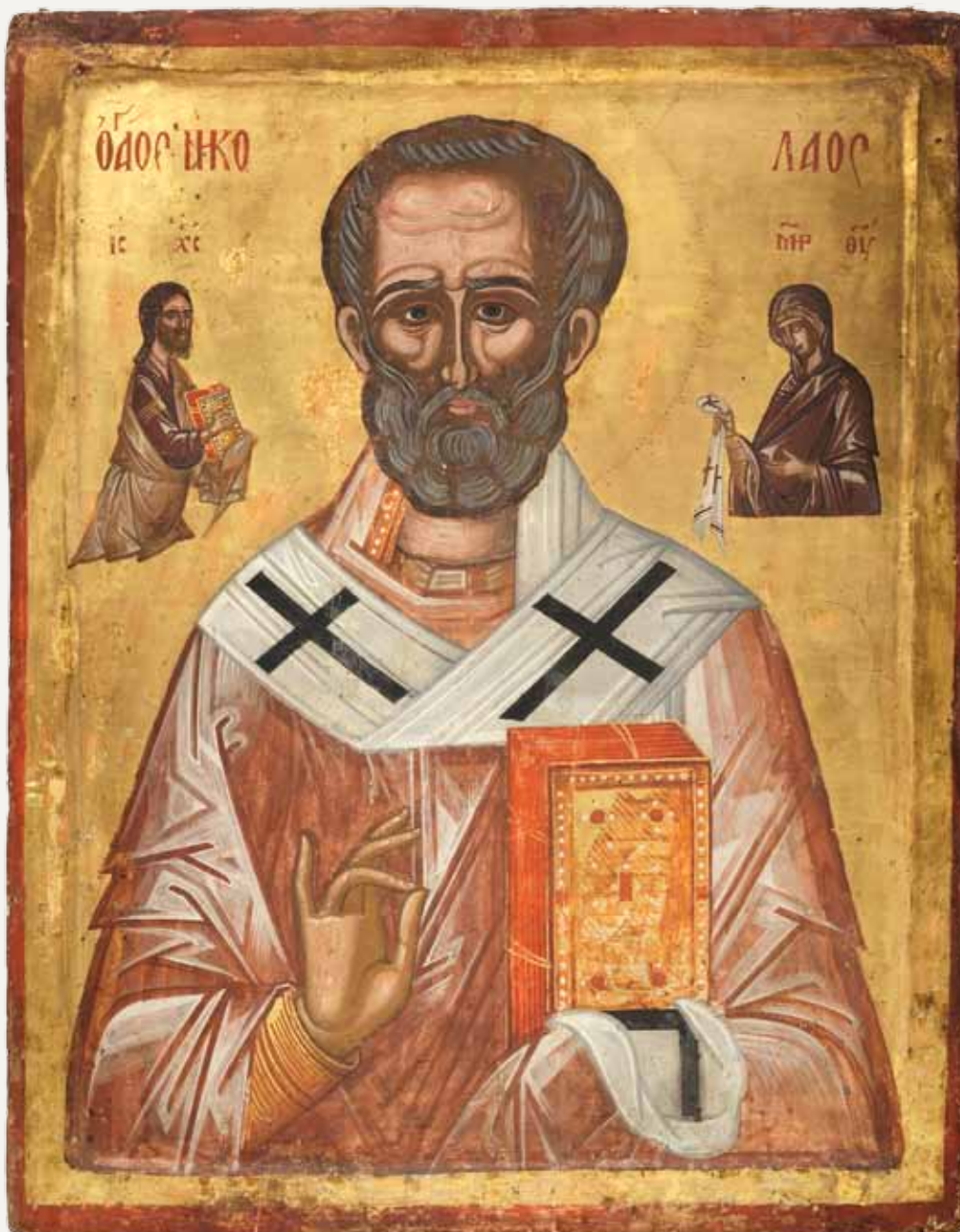
Provenance

F.W. Shilte, Seattle, Washington.

Seattle Art Museum, Eugene Fuller Memorial Collection (acquired from the above, 1947).

Exhibited

Yakima, Washington, Englewood Christian Church, dedication of new sanctuary, 1965.



166*

ICON OF SAINT NICHOLAS

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

£18,000 - 30,000
US\$29,000 - 48,000
€23,000 - 38,000

Provenance

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



167*

A CARVED ICON OF THE RESURRECTION AND TWELVE MAJOR FEASTS

Russian, 18th Century

finely carved from mammoth ivory, the central panel depicting the Resurrection of Christ, surrounded by panels depicting the Twelve Major Feasts of the Russian Orthodox Calendar, within borders of scrolling foliage and flowerheads, on a silk-lined wood panel
51 x 41.2cm (20 1/16 x 16 1/4in).

£10,000 - 15,000

US\$16,000 - 24,000

€13,000 - 19,000

Provenance

Willem Holst, Antiques of Distinction, New York.
Seattle Art Museum, Eugene Fuller Memorial Collection (acquired from the above, 1935).



168*

A SILVER-GILT AND CLOISONNÉ ENAMEL ICON OF THE MOTHER OF GOD, AFTER VASNETSOV

Ovchinnikov, Moscow, 1899-1908

the image realistically painted in bright colours, within a cloisonné enamel frame with folioed motifs, the upper border inscribed 'for darling Ella from her loving God mother, Ella 1902' in facsimile of the Grand Duchess Elisabeth handwriting with swing suspension ring oil on copper

7.3 x 11.75cm (2 7/8 x 4 5/8in).

£6,000 - 9,000

US\$9,600 - 14,000

€7,600 - 11,000

Provenance

David Benzaria, New York.

Seattle Art Museum, Eugene Fuller Memorial Collection (gift from the above, 1950).

A typical example of an Imperial gift with the facsimile handwriting of the donor. Ella, born Princess Elizabeth von Hessen und bei Rhein on 1 November 1864, the daughter of Ludwig IV, Grand Duke of Hesse and his first wife Princess Alice of Great Britain, she married in St. Petersburg on 3/15 June 1884 to Grand Duke Sergei Aleksandrovich (1857-1905), taking the name of Elizaveta Feodorovna on entering the Orthodox Church. Profoundly spiritual she had many god-children, the recipient of this was probably one of her English-speaking entourage. After the assassination of her husband, the uncle of Tsar Nicholas II whose wife Alexandra was her younger sister, she took religious vows, and was herself martyred by the Bolsheviks on 17/18 July 1918 with others by being thrown down a mine shaft.

169*

A BRASS ICON OF THE RESURRECTION

Russian, probably 18th Century
typically cast with the caption above, with finial of
the Mandilion
5 x 5cm (1 15/16 x 1 15/16in).

£100 - 150
US\$160 - 240
€130 - 190

Provenance

Janette H. Baxter, Seattle, Washington.
Seattle Art Museum, Eugene Fuller Memorial
Collection (gift from the above, 1935).



170*

QUADRIPTYCH OF THE MAJOR FEASTS

Russian, 19th Century
the four panels, each with four Major feasts surmounted by the
Crucifixion, New Testament, Trinity and Veneration of the Mother of
God.

brass with blue, green and yellow ground
30 x 13cm (11 13/16 x 5 1/8in).

£300 - 450
US\$480 - 720
€380 - 570

Provenance

David Benzaria, New York.
Seattle Art Museum, Eugene Fuller Memorial Collection (acquired
from the above, 1951).

171*

ICON OF THE TREE OF JESSE

Russian, possibly 16th Century
traditionally painted in sombre colours
tempera and gilt on prepared panel
5.72 x 8.89cm (2 1/4 x 3 1/2in).

£1,000 - 1,500

US\$1,600 - 2,400

€1,300 - 1,900

Provenance

Emma Baillargeon Stimson, Seattle, Washington.
Seattle Art Museum (gift from the above, 1949).



172*

A BRASS TRIPTYCH OF THE DEISIS

Russian, 19th Century
each panel traditionally depicts Christ flanked by the Mother of God
and St. John the Baptist with blue enamel ground
39.4 x 16.5cm (15 1/2 x 6 1/2in).

£200 - 350

US\$320 - 560

€250 - 440

Provenance

David Benzaria, New York.
Seattle Art Museum, Eugene Fuller Memorial Collection (acquired
from the above, 1951).

Exhibited

Yakima, Washington, Englewood Christian Church, dedication of new
sanctuary, 1965.
Bellingham, Washington, Whatcom Museum, 1975.



VARIOUS PROPERTIES

173

ICON OF SAINT CATHERINE

Greek, 18th Century

traditionally painted in strong colours, the Saint enthroned with attributes with scenes of trial and martyrdom above with indistinct inscription lower left

tempera on prepared panel

54.5 x 43cm (21 7/16 x 16 15/16in).

£10,000 - 15,000

US\$16,000 - 24,000

€13,000 - 19,000



174

ICON OF SAINT CHARALAMBOS AND SAINT ANTONIOS

Greek, 18th Century

traditionally painted in strong colours, the Saints shown full-length with Christ above, with integral parcel-gilt carved border with birds and floral and foliate motif, the carved openwork finial with two angels holding the painted image of the Mandylion
overall: 62 x 39 cm (15 3/8 x 24 7/16 in).

£3,000 - 4,000

US\$4,800 - 6,400

€3,800 - 5,000



175

ICON WITH ENAMEL PLAQUETTES

late 19th Century

silver and shaded cloisonné enamel oklad icon of the Resurrection with 12 major feasts, the enamel panels, the enamel panels in bright colours dating to the early 19th Century in the set withing blue hard borders the eged decoration with cloisonné enamel with floral corner pieces

34 x 27cm (13 3/8 x 10 5/8in).

£5,000 - 7,000

US\$8,000 - 11,000

€6,300 - 8,800



176

ICON OF THE MOTHER OF GOD OF KAZAN

maker's mark 'AGG' for Alexander Galtengof, St. Petersburg, 1863
realistically painted in strong colours, in repoussé, chased and
engraved parcel-gilt oklad with shaded cloisonné enamel haloes
27 x 22.5cm (10 5/8 x 8 7/8in).

£5,000 - 6,000
US\$8,000 - 9,600
€6,300 - 7,600

177

ICON OF CHRIST PANTOCRATOR

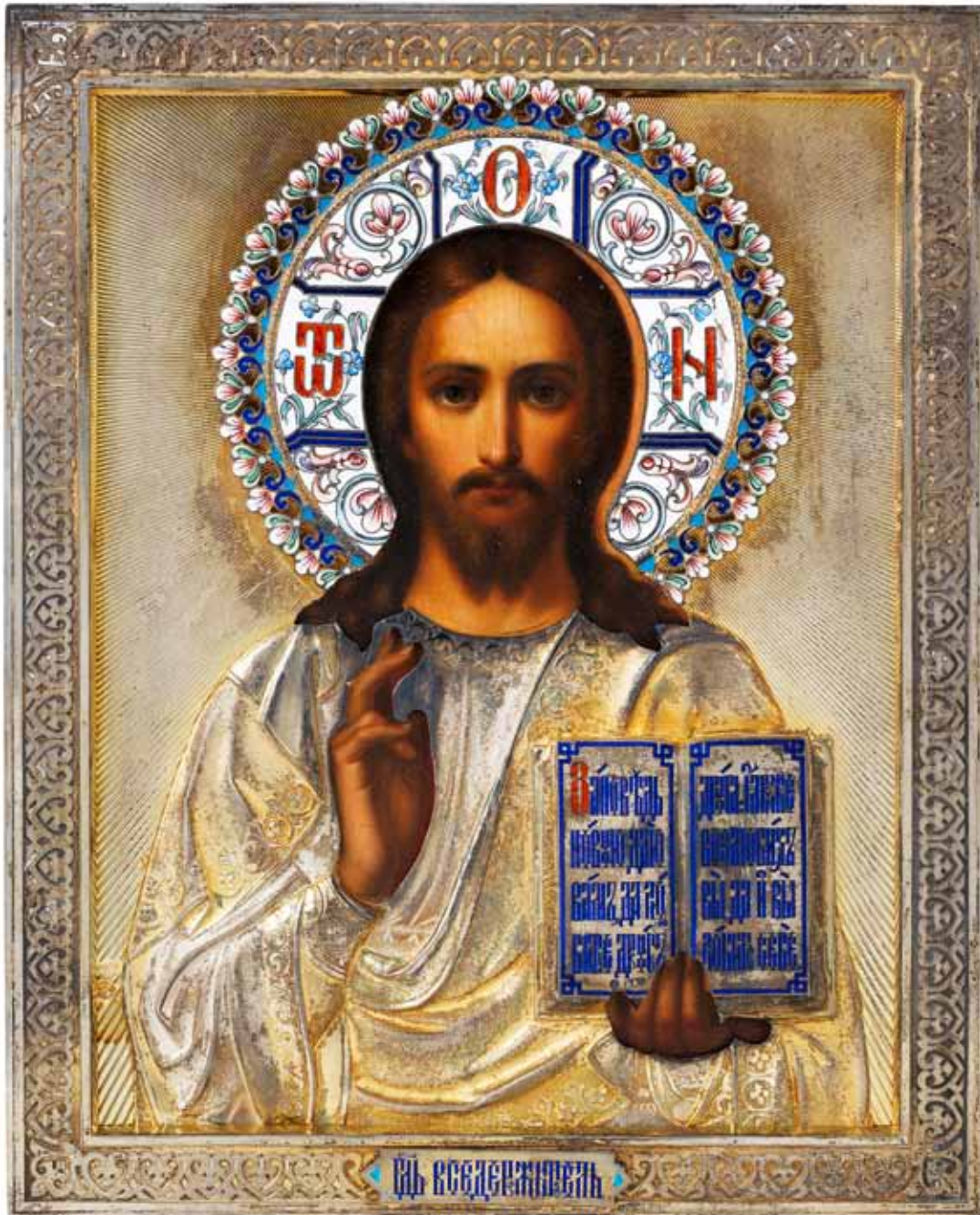
maker's initials 'HAA', Moscow, 1899-1908

realistically painted in strong colours in chased and engraved silver
gilt oklad, applied with a shaded cloisonné enamel halo, the book of
gospels and caption in champlevé enamel
22.5 x 18cm (8 7/8 x 7 1/16in).

£6,000 - 8,000

US\$9,600 - 13,000

€7,600 - 10,000



178

ICON OF SAINT COSMAS AND SAINT DAMIAN

maker's mark Cyrillic 'KZ', Moscow 1884

realistically painted in chased and engraved parcel-gilt oklad with captions in Greek, in contemporary wooden glazed kiot, the shaped top applied with with brass open-work scrolls

kiot measurements: 67 x 42.3cm (26 3/8 x 16 5/8in).

£5,000 - 7,000

US\$8,000 - 11,000

€6,300 - 8,800





179

**ICON OF THE MOTHER OF GOD,
MADRE DELLA CONSOLAZIONE**

Veneto-Cretan School, 17th Century
traditionally painted in strong colours with fine detail on gilt ground
with stippled haloes, in later gilt frame with foliate decoration
52 x 65.7cm (20 1/2 x 7/8 in).

£20,000 - 30,000
US\$32,000 - 48,000
€25,000 - 38,000



180

ICON OF THE NATIVITY

Greece, 18th Century

traditionally painted in strong colours on gilt ground, in later parcel-gilt carved frame

42.5 x 32.2 cm (32.2 x 16 3/4in).

£15,000 - 20,000

US\$24,000 - 32,000

€19,000 - 25,000



181

A SILVER CLOISSONNÉ ENAMEL TRIPTYCH

Grachev brothers, St.Petersburg,c. 1880

a silver shaded cloisonné enamel triptych with St George and Saints Kleonik and Vasislisk, the icon naively painted in strong colours in traditional style, the shaped mount with pan-Slavic floral and folio motifs with white beaded borders, central panel with God the Father and the Holy Spirit applied with three rundles, elaborate exterior similarly decorated with shaded enamel, 88 standard when closed: 33 x 17.5cm (13 x 6 7/8in).

£20,000 - 30,000

US\$32,000 - 48,000

€25,000 - 38,000

The choice of saints implies accusation with the military activities in against the Turks in Asiaminor; they all share the feast day 3 March.



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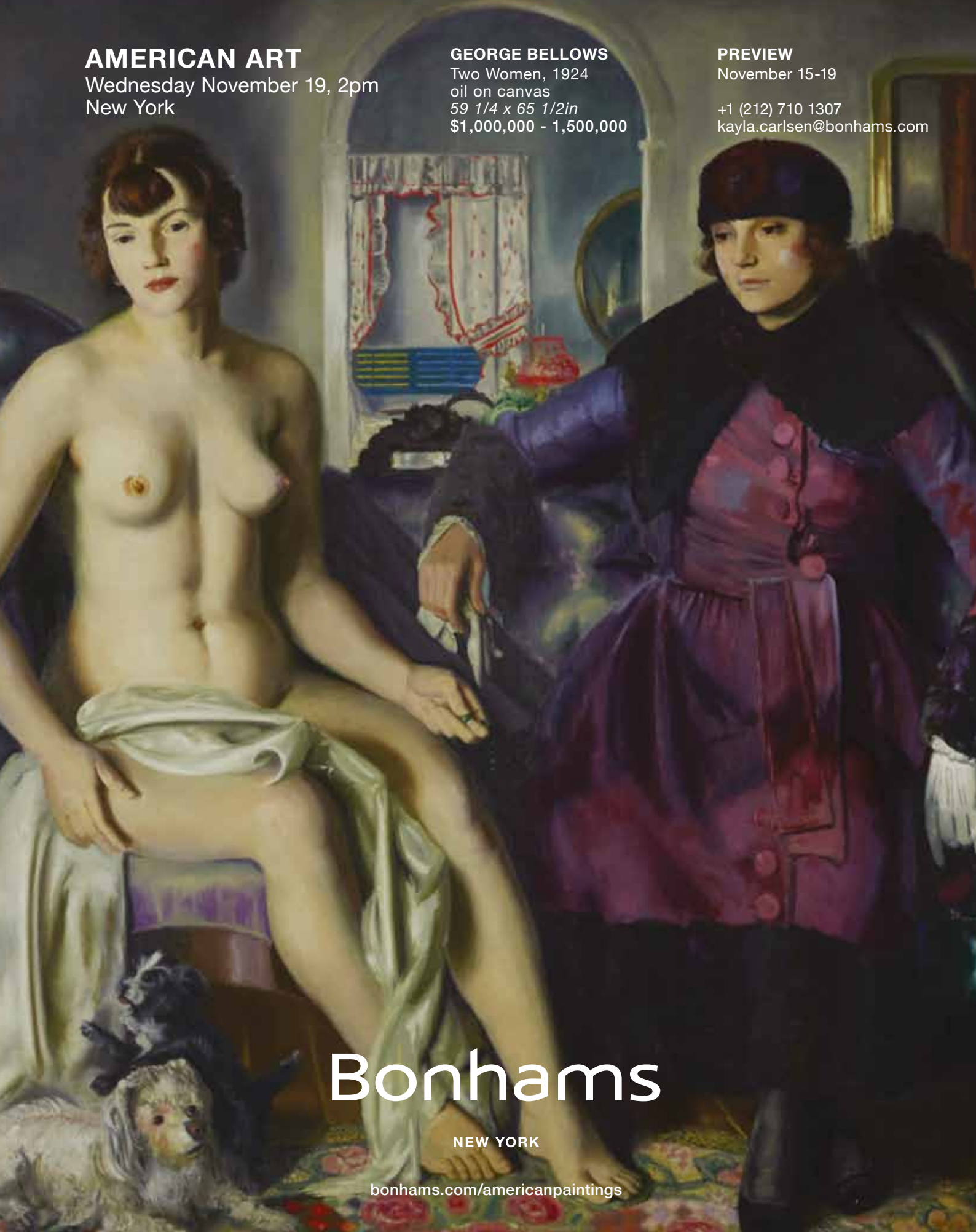
GEORGE BELLOWS

Two Women, 1924
oil on canvas
59 1/4 x 65 1/2in
\$1,000,000 - 1,500,000

PREVIEW

November 15-19

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LEICA III, 1937

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\$390,000 - 520,000

The camera was used by a Soviet photojournalist Yevgeni Khaldei to photograph the famous 'Raising of the Soviet Flag' over Reichstag, 1 May, 1945.

VIEWING

27 - 29 November 2014

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PREVIEW
December 5-9

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NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone (only available on lots with a low estimate greater than £400)

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

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

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

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

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

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

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

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

8. VAT

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

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

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

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

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

9. PAYMENT

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

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

Bankers draft/building society cheque: if you can provide suitable proof of identity and we are satisfied as to the genuineness of the draft or cheque, we will allow you to collect your purchases immediately;

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

Sterling travellers cheques: you may pay for *Lots* purchased by you at this *Sale* with travellers cheques, provided the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000. We will need to see your passport if you wish to pay using travellers cheques;

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

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

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

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

Union Pay cards: these are now accepted at our Knightsbridge and New Bond Street offices, when presented in person by the card holder. These cards are subject to a 2% surcharge.

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or

any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. This same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

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

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

~ Ruby and Jadeite

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

Gemstones

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

20. PHOTOGRAPHS

Explanation of *Catalogue* Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.

- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of *Catalogue* Terms

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

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

22. PORCELAIN AND GLASS

Damage and Restoration

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

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

Wines lying in Bond are marked Δ and VAT is payable by the purchaser, at the standard rate, on the *Hammer Price*, unless the wines are to remain under Bond. *Buyers* requiring their wine to remain in Bond must notify *Bonhams* at the time of the *Sale*. The *Buyer* is then himself responsible for all duty, clearance VAT and other charges that may be payable thereon. All such *Lots* must be transferred or collected within two weeks of the *Sale*.

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

Bottling Details and Case Terms

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

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

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.
- , †, *, G, Ω, α see clause 8, VAT, for details.

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

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

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8	FAILURE TO PAY FOR THE LOT	9	THE SELLER'S LIABILITY	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .		
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed <i>c/o Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,		
8.1.3	to retain possession of the <i>Lot</i> ;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
8.1.4	to remove and store the <i>Lot</i> at your expense;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;			10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
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;			10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;			10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.9	to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.			10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.				
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.				
		10	MISCELLANEOUS	11	GOVERNING LAW
		10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
		10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

- 1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a Lot has been knocked down by the *Auctioneer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed in the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the Contract for Sale of the Lot between you and the *Seller* is made on the fall of the *Auctioneer's* hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.
- 1.4 We act as agents for the *Seller* and are not answerable or personally responsible to you for any breach of contract or other default by the *Seller*, unless *Bonhams* sells the Lot as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
 - 1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the Lot in accordance with paragraph 5;
 - 1.5.2 subject to any power of the *Seller* or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller*;
 - 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the Lot or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the Lot as principal) made as agent on behalf of the *Seller*.

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the Sale:
 - 3.1.1 the *Purchase Price* for the Lot;
 - 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders*, and
 - 3.1.3 if the Lot is marked [AR], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the Lot, any *Expenses* and VAT and any interest earned and/or incurred until payment to the *Seller*.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each Lot and secondly pro-rata to pay all amounts due to *Bonhams*.

4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the *Seller* or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the *Seller* and to us, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the Lot at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the Sale.
- 4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.

- 4.4 If you have not collected the Lot by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the Lot on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
- 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the Lot will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.
- 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the Lot into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the Lot from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.
- 4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

- 6.1 Only on the payment of the *Purchase Price* to us will title in the Lot pass to you. However under the *Contract for Sale*, the risk in the Lot passed to you when it was knocked down to you.
- 6.2 You are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.

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

10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

UNITED KINGDOM

London

101 New Bond Street •
London W1S 1SR
+44 20 7447 7447
+44 20 7447 7400 fax

Montpelier Street •
London SW7 1HH
+44 20 7393 3900
+44 20 7393 3905 fax

South East England

Brighton & Hove

19 Palmeira Square
Hove, East Sussex
BN3 2JN
+44 1273 220 000
+44 1273 220 335 fax

Guildford

Millmead,
Guildford,
Surrey GU2 4BE
+44 1483 504 030
+44 1483 450 205 fax

Isle of Wight

+44 1273 220 000

Representative:

Kent
George Dawes
+44 1483 504 030

West Sussex

Jeff Burfield
+44 1243 787 548

South West England

Bath

Queen Square House
Charlotte Street
Bath BA1 2LL
+44 1225 788 988
+44 1225 446 675 fax

Cornwall – Truro

36 Lemon Street
Truro
Cornwall
TR1 2NR
+44 1872 250 170
+44 1872 250 179 fax

Exeter

The Lodge
Southernhay West Exeter,
Devon
EX1 1JG
+44 1392 425 264
+44 1392 494 561 fax

Winchester

The Red House
Hyde Street
Winchester
Hants SO23 7DX
+44 1962 862 515
+44 1962 865 166 fax

Tetbury

22a Long Street
Tetbury
Gloucestershire
GL8 8AQ
+44 1666 502 200
+44 1666 505 107 fax

Representatives:

Dorset
Bill Allan
+44 1935 815 271

East Anglia

Bury St. Edmunds

21 Churchgate Street
Bury St Edmunds
Suffolk IP33 1RG
+44 1284 716 190
+44 1284 755 844 fax

Norfolk

The Market Place
Reepham
Norfolk NR10 4JJ
+44 1603 871 443
+44 1603 872 973 fax

Midlands

Knowle

The Old House
Station Road
Knowle, Solihull
West Midlands
B93 0HT
+44 1564 776 151
+44 1564 778 069 fax

Oxford •

Banbury Road
Shipton on Cherwell
Kidlington OX5 1JH
+44 1865 853 640
+44 1865 372 722 fax

Yorkshire & North East England

Leeds

30 Park Square West
Leeds LS1 2PF
+44 113 234 5755
+44 113 244 3910 fax

North West England

Chester

New House
150 Christleton Road
Chester, Cheshire
CH3 5TD
+44 1244 313 936
+44 1244 340 028 fax

Carlisle

48 Cecil Street
Carlisle, Cumbria
CA1 1NT
+44 1228 542 422
+44 1228 590 106 fax

Manchester

The Stables
213 Ashley Road
Hale WA15 9TB
+44 161 927 3822
+44 161 927 3824 fax

Channel Islands

Jersey

39 Don Street
St. Helier
JE2 4TR
+44 1534 722 441
+44 1534 759 354 fax

Representative:

Guernsey
+44 1481 722 448

Scotland

Edinburgh •

22 Queen Street
Edinburgh
EH2 1JX
+44 131 225 2266
+44 131 220 2547 fax

Glasgow

176 St. Vincent Street,
Glasgow
G2 5SG
+44 141 223 8866
+44 141 223 8868 fax

Representatives:

Wine & Spirits
Tom Gilbey
+44 1382 330 256

Wales

Cardiff

7-8 Park Place,
Cardiff CF10 3DP
+44 2920 727 980
+44 2920 727 989 fax

EUROPE

Austria - Vienna

Tuchlauben 8
1010 Vienna
Austria
+43 (0)1 403 00 01
vienna@bonhams.com

Belgium - Brussels

Boulevard
Saint-Michel 101
1040 Brussels
+32 (0)2 736 5076
+32 (0)2 732 5501 fax
belgium@bonhams.com

France - Paris

4 rue de la Paix
75002 Paris
+33 (0)1 42 61 1010
+33 (0)1 42 61 1015 fax
paris@bonhams.com

Germany - Cologne

Albertusstrasse 26
50667 Cologne
+49 (0)221 2779 9650
+49 (0)221 2779 9652 fax
cologne@bonhams.com

Germany - Munich

Maximilianstrasse 52
80538 Munich
+49 (0) 89 2420 5812
+49 (0) 89 2420 7523 fax
munich@bonhams.com

Greece - Athens

7 Neofytou Varnva Street
10674 Athens
+30 (0) 210 3636 404
athens@bonhams.com

Ireland - Dublin

31 Molesworth Street
Dublin 2
+353 (0)1 602 0990
+353 (0)1 4004 140 fax
ireland@bonhams.com

Italy - Milan

Via Boccaccio 22
20123 Milano
+39 (0)2 4953 9020
+39 (0)2 4953 9021 fax
milan@bonhams.com

Italy - Rome

Via Sicilia 50
00187 Rome
+39 (0)6 48 5900
+39 (0)6 482 0479 fax
rome@bonhams.com

Netherlands - Amsterdam

De Lairesestraat 154
1075 HL Amsterdam
+31 20 67 09 701
+31 20 67 09 702 fax
amsterdam@bonhams.com

Spain - Madrid

Nuñez de Balboa no.4 - 1A
Madrid
28001
+34 91 578 17 27
madrid@bonhams.com

Switzerland - Geneva

Rue Etienne-Dumont 10
1204 Geneva
Switzerland
+41 76 379 9230
geneva@bonhams.com

Representatives:

Denmark
Henning Thomsen
+45 4178 4799
denmark@bonhams.com

Spain - Bilbao

Teresa Ybarra
+34 680 34 76 06
teresa.ybarra@bonhams.com

Spain - Marbella

James Roberts
Tuchlauben 8
+34 952 90 62 50
marbella@bonhams.com

Portugal

Filipa Rebelo de Andrade
+351 91 921 4778
portugal@bonhams.com

Russia - Moscow

Anastasia Vinokurova
+7 964 562 3845
russia@bonhams.com

Russia - St Petersburg

Marina Jacobson
+7 921 555 2302
russia@bonhams.com

MIDDLE EAST

Dubai

Deborah Najar
+971 (0)56 113 4146
deborah.najar@bonhams.com

Israel

Joslyne Halibard
+972 (0)54 553 5337
joslyne.halibard@
bonhams.com

NORTH AMERICA

USA

San Francisco •
220 San Bruno Avenue
San Francisco
CA 94103
+1 (415) 861 7500
+1 (415) 861 8951 fax

Los Angeles •

7601 W. Sunset Boulevard
Los Angeles
CA 90046
+1 (323) 850 7500
+1 (323) 850 6090 fax

New York •

580 Madison Avenue
New York, NY
10022
+1 (212) 644 9001
+1 (212) 644 9007 fax

Representatives:

Arizona
Terri Adrian-Hardy
+1 (480) 994 5362

California

Central Valley
David Daniel
+1 (916) 364 1645

Southern California

Christine Eisenberg
+1 (949) 646 6560

Colorado

Julie Segraves
+1 (720) 355 3737

Florida

Palm Beach
+1 (561) 651 7876
Miami
+1 (305) 228 6600
Ft. Lauderdale
+1 (954) 566 1630

Georgia

Mary Moore Bethea
+1 (404) 842 1500

Illinois

Ricki Blumberg Harris
+1 (312) 475 3922
+1 (773) 267 3300

Massachusetts Boston/New England

Amy Corcoran
+1 (617) 742 0909

Nevada

David Daniel
+1 (775) 831 0330

New Mexico

Leslie Trilling
+1 (505) 820 0701

Oregon

Sheryl Acheson
+1(503) 312 6023

Pennsylvania

Margaret Tierney
+1 (610) 644 1199

Texas

Amy Lawch
+1 (713) 621 5988

Washington

Heather O'Mahony
+1 (206) 218 5011

Washington DC Mid-Atlantic Region

Martin Gammon
+1 (202) 333 1696

CANADA

Toronto, Ontario •

Jack Kerr-Wilson
20 Hazelton Avenue
Toronto, ONT
M5R 2E2
+1 (416) 462 9004
info.ca@bonhams.com

Montreal, Quebec

David Kelsey
+1 (514) 341 9238
info.ca@bonhams.com

SOUTH AMERICA

Argentina

Daniel Claramunt
+54 11 479 37600

Brazil

Thomaz Oscar Saavedra
+55 11 3031 4444
+55 11 3031 4444 fax

ASIA

Hong Kong •

Suite 2001
One Pacific Place
88 Queensway
Admiralty
Hong Kong
+852 2918 4321
+852 2918 4320 fax
hongkong@bonhams.com

Beijing

Hongyu Yu
Suite 511
Chang An Club
10 East Chang An Avenue
Beijing 100006
+86(0) 10 6528 0922
+86(0) 10 6528 0933 fax
beijing@bonhams.com

Japan

Akiko Tsuchida
Level 14 Hibiya Central
Building
1-2-9 Nishi-Shimbashi
Minato-ku
Tokyo 105-0003
+81 (0) 3 5532 8636
+81 (0) 3 5532 8637 fax
akiko@bonhams.com

Singapore

Bernadette Rankine
11th Floor, Wisma Atria
435 Orchard Road
Singapore 238877
+65 (0) 6701 8038
+65 (0) 6701 8001 fax
bernadette.rankine@
bonhams.com

Taiwan

Summer Fang
37th Floor, Taipei 101 Tower
Nor 7 Xinyi Road, Section 5
Taipei, 100
+886 2 8758 2898
+886 2 8757 2897 fax
summer.fang@
bonhams.com

AUSTRALIA

Sydney

76 Paddington Street
Paddington NSW 2021
Australia
+61 (0) 2 8412 2222
+61 (0) 2 9475 4110 fax
info.aus@bonhams.com

Melbourne

Como House
Como Avenue
South Yarra
Melbourne VIC 3141
+61 (0) 3 8640 4088
+61 (0) 2 9475 4110 fax

AFRICA

Nigeria

Neil Coventry
+234 (0)7065 888 666
neil.coventry@bonhams.com

South Africa - Johannesburg

Penny Culverwell
+27 (0)71 342 2670
penny.culverwell@bonhams.com

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