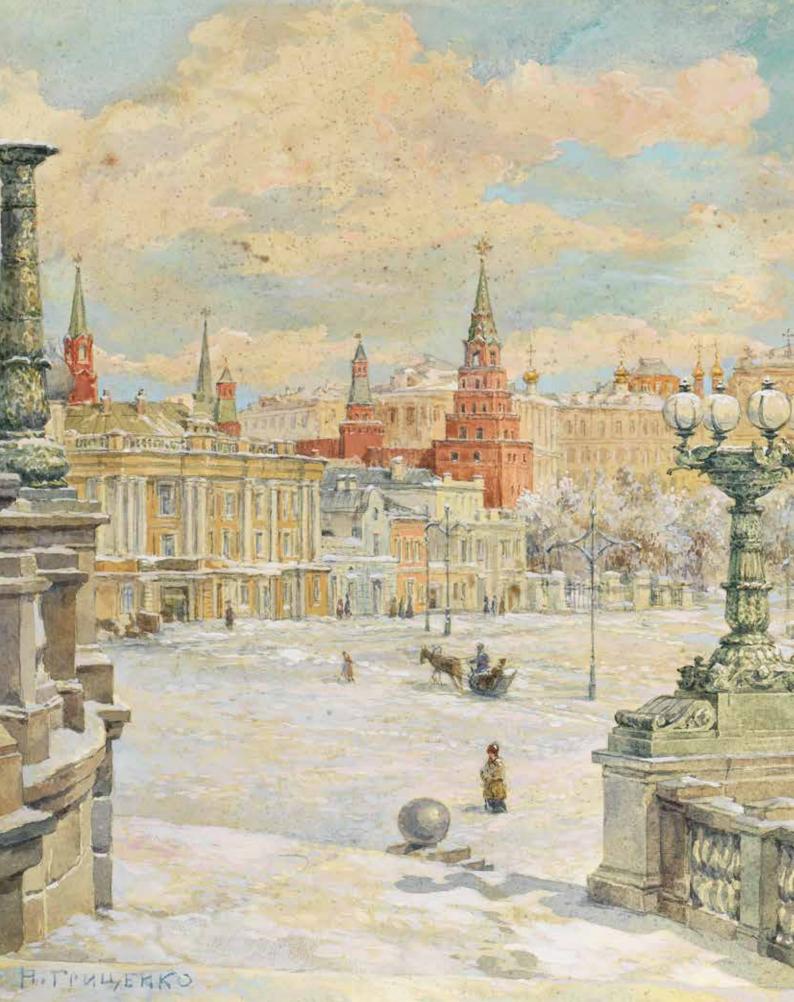
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Wednesday 30 November 2016



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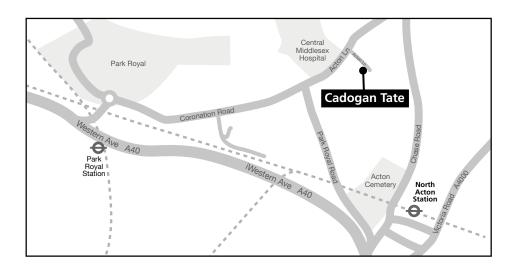
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ALEKSANDER KOLB (1819-1887)

Winter Palace interior signed in Cyrillic (lower right) watercolour 36 x 45cm (14 3/16 x 17 11/16in).

£1,500 - 2,000 U\$\$1,800 - 2,500 €1,700 - 2,200



.

IOSIF EVSTAFEVICH KRACHKOVSKY (1854-1914)

Summer landscape

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

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

£8,000 - 10,000 US\$9,800 - 12,000 €8,900 - 11,000

Provenance

Gatchina Palace, possibly until 1920s Private collection, Germany

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

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



3 ANATOLY DMITRIEVICH KAIGORODOV (1878-1945)

Autumn pond signed in Latin; further indistinctly signed in Latin (lower left) gouache and pencil on cardboard 58 x 78cm (22 13/16 x 30 11/16in).

£2,500 - 5,000 US\$3,100 - 6,100 €2,800 - 5,600

Provenance

Private collection, UK

RICHARD KARLOVICH ZOMMER (1866-1939)

Market square signed in Cyrillic (lower right) oil on canvas 64 x 48.3cm (25 1/4 x 19in).

£10,000 - 12,000 US\$12,000 - 15,000 €11,000 - 13,000



ANDREI AFANASIEVICH JEGOROV (1878-1954)

'Reval' signed in Latin (lower left) gouache on board 31.2 x 38.7cm (12 5/16 x 15 1/4in).

£600 - 800 US\$740 - 980 €670 - 890





KONSTANTIN ALEXEEVICH KOROVIN (1861-1939)

Village scene signed and inscribed in Latin 'C. Korovine. Russie' (lower right); with artist's studio stamp (on verso) gouache on cardboard 33 x 41cm (13 x 16 1/8in).

£6,000 - 8,000 US\$7,400 - 9,800 €6,700 - 8,900





ALEXANDER DMITRIEVICH LITOVCHENKO (1835-1890)

Boyarina signed in Cyrillic (on verso) oil on canvas 44.5 x 23.5cm (17 1/2 x 9 1/4in).

£8,000 - 10,000 US\$9,800 - 12,000 €8,900 - 11,000

ANDREI PETROVICH RYABUSHKIN (1861-1904)

Along the village street signed in Cyrillic (lower right) oil on canvas 97.6 x 51.3cm (38 1/2 x 20 1/8in).

£30,000 - 50,000 U\$\$37,000 - 61,000 €33,000 - 56,000

Provenance

Karl Hoppe, Leipzig, Germany
Collection of late Renate Marie Hoppe, who
immigrated to the USA from Germany in 1952 Thence by descent





ALEXANDRE BENOIS (1870-1960) 'Angous', 1930

signed, inscribed and dated '3.VIII.1930' (right border)

pencil and watercolour on paper (laid on card) 30.3 x 47cm (11 15/16 x 18 1/2in). unframed

£1,500 - 2,000 US\$1,800 - 2,500 €1,700 - 2,200



10* AR

ALEXANDRE BENOIS (1870-1960)

'Quimper', 1925

signed, inscribed 'Quimper' and dated 'I.IX.1925' (lower left)

pencil and watercolour on paper (laid on card) 32 x 48cm (12 5/8 x 18 7/8in). unframed

£1,500 - 2,000 US\$1,800 - 2,500 €1,700 - 2,200



NIKOLAI NIKOLAEVICH GRITSENKO (1856-1900)
View of the Kremlin in winter signed in Cyrillic (lower left) watercolour and gouache on paper 43 x 77cm (16 15/16 x 30 5/16in).

£6,000 - 8,000 US\$7,400 - 9,800 €6,700 - 8,900

Provenance

Private collection, UK

IVAN FEDOROVICH CHOULTSÉ (1877-1932)

signed in Latin and inscribed with date '23' (lower right) oil on canvas 80 x 80cm (31 1/2 x 31 1/2in).

£100,000 - 150,000 US\$120,000 - 180,000 €110,000 - 170,000

Provenance

Acquired by the present owner at Sotheby's, New York, April 15, 2008, lot 43







13* AR

ALEXANDRE BENOIS (1870-1960)

Two costume designs: one for a Chevalier from Jeanne d'Arc au bûcher, 1939; and the other for Les enchantements de la fée Alcine,

the first with a fabric sample pinned to lower right corner both signed and dated with Latin initials both pen and ink and watercolour both 31.5 x 24cm (12 3/8 x 9 7/16in). both unframed (2)

£600 - 800 US\$740 - 980 €670 - 890

13



14



Signature

ALEKSANDR EVGEN'EVICH YAKOVLEV (887-1938)

Chinese woman signed in Latin and with artist's Chinese seal, dated '1918' and inscribed 'Pekin' (lower right) sanguine on paper 55 x 50cm (21 5/8 x 19 11/16in).

£25.000 - 35.000 US\$31,000 - 43,000 €28,000 - 39,000

Provenance

Parke Bernet, New York, March 1979 Acquired by the present owner from the above

In 1917, the young Russian painter, graphic artist and theatre designer Aleksandr Yakovlev used a fellowship that 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.

Timeless art and colorful costumes, ceremonies and rituals of the ancient culture captivated Yakovlev. 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.

The present drawing is the brilliant culmination of Yakovlev's experiences from his pivotal artistic journey through the Far East. Beguiled by the customs and traditions of China's ancient culture, he even adopted a Chinese 'chop mark' to phonetically represent his name as 'Ya-Ko-Lo-Fu,' subsequently using it as an alternative signature. 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 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.

15

LEV SAMOILOVICH BAKST (LEON BAKST) (1866-1924)

Costume design for Hyppolite signed and variously inscribed (throughout) pencil and watercolour 30 x 23.3cm (11 13/16 x 9 3/16in).

£4,000 - 6,000 US\$4,900 - 7,400 €4,500 - 6,700

Provenance

With Victor Waddington, Cork Street, London, 24 August 1972, where purchased by Hillel Bender Esq. (paper invoice accompanying lot)



PAVEL TCHELITCHEW (1898-1957)

Costume Design for Concerto: Le Prince, 1942 inscribed 'III partie Mozart le Prince'; numbered '12' (lower right) gouache and pencil on paper 35 x 19cm (13 3/4 x 7 1/2in).

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

Provenance

Sotheby's, New York, 12 Oct 1991, Lot 68 Michael Rosenfeld Gallery, New York Acquired from above by Robert Bunting on May 11, 1993 at the exhibition Pavel Tchelitchew: Nature Transformed The Robert Bunting Dance Collection

Pavel Tchelitchew: Nature Transformed, Michael Rosenfeld Gallery, New York, April 3-May 29, 1993, exhibition catalogue, illustrated on p. 28

Set to Mozart's Violin Concerto No. 5 (K. 219), the ballet Violin Concerto was choreographed by George Balanchine in 1942 for the Ballet of the Teatro Colon in Buenos Aires.

According to Donald Windham (Vol. III, nos. 1, 2, January to February 1944) Concerto was one of two ballets for which Tchelitchew created the decor before he 'retired from the theater' and began a new direction in painting.







SEMEN MARKOVICH PROKHOROV (1873 - 1948)

The house of cards signed in Cyrillic and dated '909' (lower right) oil on canvas 106 x 132cm (41 3/4 x 51 15/16in).

£3,000 - 6,000 US\$3,700 - 7,400 €3,400 - 6,700

Provenance

Private collection, Luxembourg



18*****

BORIS IZRAILEVICH ANISFELD (1879-1973)

'Artist's daughter with flowers and fruits' inscribed 'N36,' further inscribed with inventory numbers, stretcher with applied gallery labels (on

oil on canvas 76.6 x 98cm (30 3/16 x 38 9/16in). unframed

£35,000 - 45,000 US\$43,000 - 55,000 €39,000 - 50,000

According to the family of the artist, the present painting was executed around 1911.

Provenance

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

Exhibited

New York, Art Gallery of the Graduate Center, The City University of New York, Boris Anisfeld, Paintings and Stage Designs, 1906-1926, 4 December 2003 -17 January 2004

Literature

Boris Anisfeld, Paintings and Stage Designs, 1906-1926, exh. cat., Art Gallery of the Graduate Center, The City University of New York, 2003-2004, no. 5, illustrated on p. 23

E. Lingenauber & O. Sugrobova-Roth, Boris Anisfeld. Catalogue Raisonné, Düsseldorf, 2011, no. P 434, illustrated on p. 161

18

ABRAHAM MANIEVICH (1883-1942)

'Autumn. White Plains' signed in Latin (lower right), verso inscribed 'Autumn. White Plains, NY/1941', with attached paper labels oil on board 63.5 x 97.8cm (25 x 38 1/2in).

£25,000 - 35,000 US\$31,000 - 43,000 €28,000 - 39,000

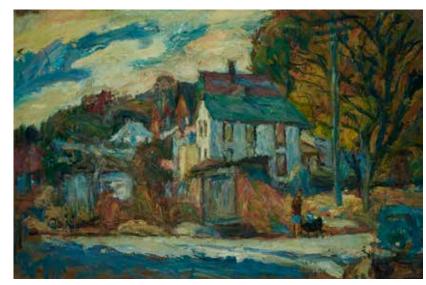
We are grateful to Mr. Alan Pensler for conducting research and confirming authenticity of the present work.

Provenance

Acquired by the present collector at Byford & Mills, New Jersey, 2002 Private collection, North Carolina

Exhibited

Miami, Museum of Modern Art, Memorial Exhibition. Abraham Manievich, December 6-24, 1960, number 31



19

20*****

LEON SCHULMAN GASPARD (1882-1964)

Portrait of a young girl. Urga signed in Latin and inscribed 'Urga/1922' (lower left) oil on canvas-board 27.8 x 27.5cm (11 x 10 7/8in).

£18,000 - 22,000 US\$22,000 - 27,000 €20,000 - 25,000

Provenance

Property from a private collection, Nevada



21

FEODOR ANDREIEVICH BRONNIKOV (1827-1902)

Roman beggar signed in Cyrillic, dated and inscribed 'Roma' (lower left) oil on canvas 126 x 98.5cm (49 5/8 x 38 3/4in).

£35,000 - 55,000 US\$43,000 - 68,000 €39,000 - 61,000

Provenance

with Johann Hartmann, Munich, 28th July 1960, where purchased by the present owner





STEPAN FEDOROVICH KOLESNIKOV (1879-1955)

Wanderers signed in Latin and dated '1942' (lower right) oil on canvas board 70 x 90cm (27 1/2 x 35 1/2in).

£8,000 - 12,000 US\$9,800 - 15,000 €8,900 - 13,000

Provenance

Private collection, New Jersey





FEDOR IVANOVICH ZAKHAROV (1882-1968)

signed in Latin (lower left), verso inscribed 'The shell/ by Feodor Zakharov / 210 Central Park So, New York, NY' oil on board 43 x 40.6cm (17 x 16 in).

£8,000 - 12,000 US\$9,800 - 15,000 €8,900 - 13,000

Provenance

Purchased directly from the artist by Mr. ans Mrs. Eric Jensen, Los Angeles, CA

Acquired from above by Mrs. Charles Babcock Thence by descent

Literature

Raleigh, North Carolina Museum of Art, Feodor Zakharov: A Retrospective Exhibition, May 2-30, 1965 (illustrated on page 25)



FEDOR IVANOVICH ZAKHAROV (1882-1968)

Zinnias and anemones signed in Latin (lower right) oil on board 34.5 x 28.5cm (13 1/2 x 11 1/4in).

£4,000 - 6,000 US\$4,900 - 7,400 €4,500 - 6,700

Provenance

Collection of the artist Collection of Mr. and Mrs. Charles Babcock, Wiston-Salem, North Carolina, c.1968 Thence by descent

Exhibited

Raleigh, North Carolina Museum of Art, Feodor Zakharov: A Retrospective Exhibition, May 2-30, 1965 (Cat. No. 16, illustrated on page 19)

24

FEDOR IVANOVICH ZAKHAROV (1882-1968)

Geisha girl signed in Latin (lower right) oil on canvas 51.3 x 41cm (20 1/8 x 16 1/8in).

£10,000 - 15,000 US\$12,000 - 18,000 €11,000 - 17,000

Provenance

Acquired directly from the artist by Mrs. Charles Babcock, c. 1950 Thence by descent

Exhibited

Raleigh, North Carolina Museum of Art, Feodor Zakharov: A Retrospective Exhibition, May 2-30, 1965 (Cat. No. 26, illustrated on page 28)



25

26*

FEDOR IVANOVICH ZAKHAROV (1882-1968)

Male dancer in a contemplation pose; Male dancer dancing (a pair)

first: apparently unsigned; second: signed in Latin (lower right)

both: pastel on brown paper both: 45.7 x 30.5cm (18 x 12 in).

£4,000 - 6,000 US\$4,900 - 7,400 €4,500 - 6,700







27* FEDOR IVANOVICH ZAKHAROV (1882-1968)

Still life of bottles signed in Latin (lower left) oil on canvas 61 x 50.6cm (24 x 20in).

£10,000 - 15,000 US\$12,000 - 18,000 €11,000 - 17,000

Provenance

Collection of Mr. and Mrs. Mrs. Charles Babcock, Winston-Salem, North Carolina Thence by descent





28*

FEDOR IVANOVICH ZAKHAROV (1882-1968)

Portrait of Mlle. Borisova signed in Cyrillic and dated '10/X 1923' (upper left) oil on metal plate 19.4 x 15.5cm (7 5/8 x 6 1/8in).

£20,000 - 30,000 US\$25,000 - 37,000 €22,000 - 33,000

Provenance

Collection of the artist Collection of Mr. and Mrs. Charles Babcock, Winston-Salem, North Carolina and Los Angeles, after 1968 Thence by descent

Exhibited

New York, Grand Central Palace, 1924, The Russian Art Exhibition, (Catalogue, listed as number 891 Pittsburgh, Carnegie Institute, 1925, The International Exhibition of Arts New York, Durand-Ruel Galleries, Exhibition, Paintings by Feodor

Zakharov, March 2-16, 1929 (Cat. No. 14)

Raleigh, North Carolina Museum of Art, Feodor Zakharov: A Retrospective Exhibition, May 2-30, 1965 (Catalogue, listed as number 2, illustrated on page 8).

FEDOR IVANOVICH ZAKHAROV (1882-1968)

Portrait of Pavel Ettinger signed in Cyrillic and dated '1919' (upper left), supported composite board is signed, inscribed and applied with exhibition label

32 x 31cm (12 5/8 x 12 1/4in).

£18.000 - 22.000 US\$22,000 - 27,000 €20,000 - 25,000

Provenance

oil on board

Collection of the artist Collection of Mr. and Mrs. Charles Babcock, Winston-Salem and Los Angeles, after 1968 Thence by descent

Exhibited

New York, Grand Central Palace, The Russian art exhibition, listed in the exhibition catalogue as number 889 under the title 'Portrait of the writer P. Ettinger'

Pittsburgh, Carnegie Institute, The International exhibit of arts, 1925 New York, Durand-Ruel Galleries, March 2-16, 1929, catalogue

Raleigh, North Carolina Museum of Art, Feodor Zakharov: A Retrospective Exhibition, May 2-30, 1965 (Cat. No. 4, illustrated on page 10)



29

30*

FEDOR IVANOVICH ZAKHAROV (1882-1968)

The gates of Westover signed in Latin (lower left) oil on canvas 61.6 x 99.7 (24 1/4 x 30 1/4in)

£6,000 - 8,000 US\$7,400 - 9,800 €6,700 - 8,900

Provenance

Acquired directly from the artist by Mrs. Charles Babcock, New York Thence by descent

Raleigh, North Carolina Museum of Art, Feodor Zakharov: A Retrospective Exhibition, May 2-30, 1965 (Cat. No. 13, illustrated on page 17)





31



32



31*

FEDOR IVANOVICH ZAKHAROV (1882-1968)

Study for 'Gates of Westover' signed in Latin (lower right) pencil, ink on paper 25.4 x 30.5cm (10 x 12 in).

£1,000 - 1,500 US\$1,200 - 1,800 €1,100 - 1,700

Provenance

Collection of the artist Collection of Mrs. Charles Babcock, Winston-Salem and Los Angeles, c. 1968 Thence by descent

Exhibited

Raleigh, North Carolina Museum of Art, Feodor Zakharov: A Retrospective Exhibition, May 2-30, 1965 (Cat. No. 58, illustrated on page 49)

32*

FEDOR IVANOVICH ZAKHAROV (1882-1968)

The Westover, Virginia signed in Latin and inscribed with the title (lower left) pencil on paper 25.5 x 30.5cm (10 x 12in).

£1,000 - 1,500 US\$1,200 - 1,800 €1,100 - 1,700

Provenance

Acquired directly from the artist by Mrs. Charles Babcock, New York Thence by descent

33*

FEDOR IVANOVICH ZAKHAROV (1882-1968)

Portrait of Mrs. Charles Babcock signed in Latin and dated '1961' (lower left) oil on canvas 91.5 x 76.3cm (36 x 30 in).

£3,000 - 5,000 US\$3,700 - 6,100 €3,400 - 5,600

Provenance

Commissioned by Mr. and Mrs. Charles Babcock, New York, 1961 Thence by descent

Exhibited

Raleigh, North Carolina Museum of Art, Feodor Zakharov: A Retrospective Exhibition, May 2-30, 1965 (Cat. No. 40, illustrated on page 39).

FEDOR IVANOVICH ZAKHAROV (1882-1968)

Arrangement of crystal signed in Latin (lower left); verso applied with exhibition label oil on canvasboard 50.8 x 40.7cm (10 x 16 in).

£8,000 - 12,000 US\$9,800 - 15,000 €8,900 - 13,000

Provenance

Acquired directly from the artist by Mrs. Charles Babcock, New York, c. 1950 Thence by descent

Exhibited

Raleigh, North Carolina Museum of Art, Feodor Zakharov: A Retrospective Exhibition, May 2-30, 1965 (Cat. No. 17, illustrated on page 20)

35*

FEDOR IVANOVICH ZAKHAROV (1882-1968)

Artist and models signed in Latin (lower center) oil on board mounted on stretcher 81.6 x 124.5cm (32 1/8 x 40 in).

£25,000 - 35,000 US\$31,000 - 43,000 €28,000 - 39,000

Provenance

Acquired directly from the artist by Mr and Mrs. Charles Babcock, Winston-Salem, North Carolina and Los Angeles c. 1960 Thence by descent

Exhibited

Ogunquit, Maine, The Ogunquit Art Center Thirty-ninth Annual Exhibition, June 30-September 1, 1959 (Cat. No. 142, illustrated); received Second Honorable Mention and First Popular Award prizes Raleigh, North Carolina Museum of Art, Feodor Zakharov: A Retrospective Exhibition, May 2-30, 1965 (Cat. No. 34, illustrated on page 35)

36*

FEDOR IVANOVICH ZAKHAROV (1882-1968)

Nude signed in Latin (lower right) oil on canvas 48 x 56cm (18 7/8 x 22in).

£15,000 - 20,000 US\$18,000 - 25,000 €17,000 - 22,000

Provenance

Private collection, USA Private collection of Mr. and Mrs. Charles Babcock, Winston-Salem, North Carolina, after 1965 Thence by descent

Exhibited

Raleigh, North Carolina Museum of Art, Feodor Zakharov: A Retrospective Exhibition, May 2-30, 1965 (Cat. No. 33, illustrated on page 34)

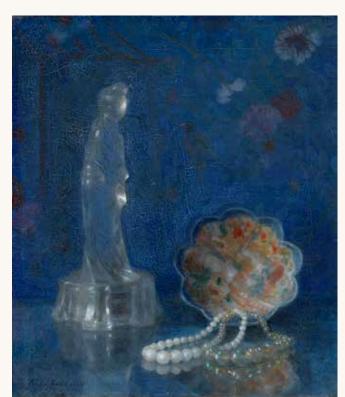


34



35





FEDOR IVANOVICH ZAKHAROV (1882-1968)

Crystal figure with porcelain bowl signed in Latin (lower left); stretcher applied with exhibition label oil on canvas 39×33.7 cm ($15 \times 3/8 \times 13 \times 1/4$ in).

£8,000 - 12,000 US\$9,800 - 15,000 €8,900 - 13,000

Provenance

Acquired directly from the artist by Mrs. Charles Babcock, Winston-Salem and Los Angeles Thence by descent

Exhibited

Raleigh, North Carolina Museum of Art, Feodor Zakharov: A Retrospective Exhibition, May 2-30, 1965 (Cat. No. 27, illustrated on page 28)





38*

FEDOR IVANOVICH ZAKHAROV (1882-1968)

From abstraction to reality signed in Latin (lower right) oil on board 70 x 60cm (27 1/2 x 23 1/2in).

£12,000 - 15,000 US\$15,000 - 18,000 €13,000 - 17,000

Provenance

Acquired directly from the artist by Mrs. Charles Babcock, New York, c. 1950
Thence by descent

Exhibited

Ogunquit, Maine, *The Ogunquit Art Center Twenty-Ninth Annual Exhibition*, July 2-September 6, 1949 (Cat. No. 142, illustarted) Raleigh, North Carolina Museum of Art, *Feodor Zakharov: A Retrospective Exhibition*, May 2-30, 1965 (Cat. No. 37, illustrated on page 37)

FEDOR IVANOVICH ZAKHAROV (1882-1968)

Sketch for the portrait of Mr. Charles R. Crane signed in Latin (lower right) graphite heightened with watercolor on paper 52 x 38 cm (20 1/2 x 15 in).

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

Provenance

Collection of the artist, until c. 1965 Collection of Mr. and Mrs. Charles Babcock, after 1968 Thence by descent

Exhibited

Raleigh, North Carolina Museum of Art, Feodor Zakharov: A Retrospective Exhibition, May 2-30, 1965 (Cat. No. 57, illustrated on page 48).



39

40***** FEDOR IVANOVICH ZAKHAROV (1882-1968)

Miniature portrait iof a woman in a blue chiffon dress pencil, watercolor and gouache on artist board 16.5 x 12.4cm (6 3/8 x 4 7/8in).

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

Provenance

Collection of the artist Collection of Mr. and Mrs. Charles Babcock, Winston-Salem, North Carolina and Los Angeles, after 1968 Thence by descent



FEDOR IVANOVICH ZAKHAROV (1882-1968)

signed in Latin (lower right) oil on composite board 160 x 109.5cm (63 x 43 1/8 in).

£35,000 - 45,000 US\$43,000 - 55,000 €39,000 - 50,000

Provenance

Acquired directly from the artist by Mrs. Charles Babcock, New York, 1940s

Thence by descent

Exhibited

Washington, DC, Corcoran Gallery, Fifteenth Biennial Exhibition, 1937, Award of Distingtion

Toledo, Ohio, Toledo Museum of Art, Annual exhibition of Selected American paintings, 1937

Ogunquit, Maine, The Ogunquit Art Center Eighteenth Annual Exhibition, June 30-September 6, 1940 (Cat. No. 33, illustrated) Raleigh, North Carolina Museum of Art, Feodor Zakharov: A Retrospective Exhibition, May 2-30, 1965 (Cat. No. 22, illustrated on page 25)



41



FEDOR IVANOVICH ZAKHAROV (1882-1968)

Repose at the river bank signed in Latin (lower right) oil on canvas 76.3 x 64cm (30 x 25 1/4in).

£7,000 - 9,000 US\$8,600 - 11,000 €7,800 - 10,000

Provenance

Commissioned by Mr. and Mrs. Charles Babcock Thence by descent



FEDOR IVANOVICH ZAKHAROV (1882-1968)

Group of illustrations for 'Count Nulin', 1922 by A. Pushkin comprising of nine pen and ink drawings, including title pages and illustrations of various shape and sizes (9)

pencil and ink on paper

the largest: 21.7 x 15.3cm (8 1/2 x 6in), the smallest: 3 x 5cm (1 1/2 x 2 in).

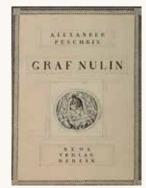
£1,500 - 2,500 US\$1,800 - 3,100 €1,700 - 2,800



Collection of the artist Collection of Mr. and Mrs Babcock, after 1968 Thence by descent

Exhibited

New York, Grand Central Palace, The Russian Art Exhibition, 1924, listed in the catalogue as number



















43

44*

FEDOR IVANOVICH ZAKHAROV (1882-1968)

In the park signed in Latin (lower right) oil on canvas 51.5 x 61.5cm (20 1/4 x 24 1/4in).

£15,000 - 25,000 US\$18,000 - 31,000 €17,000 - 28,000

Provenance

Collection of the artist, until at least 1965 Collection of Mr. and Mrs. Charles Babcock, Winston-Salem and Los Angeles, c. 1968 Thence by descent

Exhibited

Raleigh, North Carolina Museum of Art, Feodor Zakharov: A Retrospective Exhibition, May 2-30, 1965 (Cat. No. 8, illustrated on page 13)





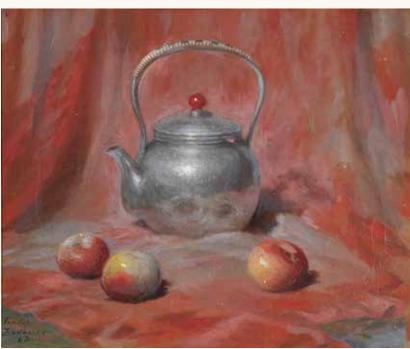
45*** FEDOR IVANOVICH ZAKHAROV (1882-1968)**

Still life with colorful glass objects signed in Latin (lower right) oil on board 43.3 x 56cm (17 x 22 in).

£6,000 - 8,000 US\$7,400 - 9,800 €6,700 - 8,900

Provenance

Collection of Mr. and Mrs. Charles Babcock, Winston-Salem, North Carolina and Los Angeles Thence by descent



FEDOR IVANOVICH ZAKHAROV (1882-1968)

Still life with teapot and apples signed in Latin and dated '62' (lower left) oil on canvas 33.6 x 38.4cm (13 1/4 x 15 1/8in).

£3,000 - 5,000 US\$3,700 - 6,100 €3,400 - 5,600

Provenance

Acquired directly from the artist by Mrs. Charles Babcock, New York, c. 1962 Thence by descent

Raleigh, North Carolina Museum of Art, Feodor Zakharov: A Retrospective Exhibition, May 2-30, 1965 (Cat. No. 39, illustrated on page 38)

46

PROPERTY OF VARIOUS COLLECTORS

47*****

ABRAHAM MANIEVICH (1883-1942)

Quiet street signed in Latin (lower left) oil on board 51.5 x 71.3cm (20 1/4 x 28in).

£20,000 - 30,000 US\$25,000 - 37,000 €22,000 - 33,000

Provenance

Acquired by the present collector at Byford & Mills, New Jersey, 2002 Private collection, North Carolina

We are grateful to Mr. Alan Pensler for conducting research and confirming authenticity of the present work.

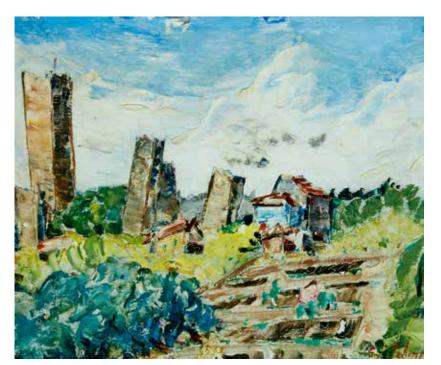


47

48*** ALEXIS GRITCHENKO (1882-1976)**

'Serre-Vall' signed in Latin (lower right), verso with attached label 'Serre-Vall/ A. Gritchenko' oil on panel 38 x 46.3cm (15 x 18 1/4in).

£4,000 - 6,000 US\$4,900 - 7,400 €4,500 - 6,700



PROPERTY OF A PRIVATE AMERICAN COLLECTOR

49*****

NIKOLAI KONSTANTINOVICH ROERICH (1874-1947)

Sadko's chamber

stage design for unrealized production of opera 'Sadko' by Nikolai Rimskyi-Korsakov at the Royal Opera House, Covent Garden, London,

signed with monogram and dated "1920' (lower left), stretcher with applied paper label tempera on canvas

50 x 76.5cm (19 3/4 x 30 in).

£80,000 - 120,000 US\$98,000 - 150,000 €89,000 - 130,000

Provenance

Created for the unrealized production of opera Sadko at the Royal Opera House, Covent Garden, London, 1920 Collection of Adolf Lewisohn, New York, 1920s Collection of Emily and Richard Stearns of Massachusetts, heirs to

the family of New England entrepreneurs, philanthropists and world travellers, 1930s

Thence by descent



label (verso)

Literature

N.Roerich, List of Paintings, 1917-1924, Autograph, Nicholas Roerich Museum archive, No. 49 in year 1920, as "Горница Садко. Adolf Lewisson. New York" (published:http://www.roerich.org/materials/ list1917-1924.html)

Christian Brinton, The Nicholas Roerich Exhibition, New York, 1920, illustrated on plate 23 and entitled "Sadko's Palace"

Roerich, New York: Corona Mundi, 1924, illustrated on pl. 14 as "Sadko's Palace", Collection Adolph Lewisohn, New York"

F. Grant et al. Roerich. Himalaya, A Monograph, New York: Brentano Publ., 1926, listed on p. 198 as "Sadko's Chamber (Tempera). Adolf Lewisohn, New York"

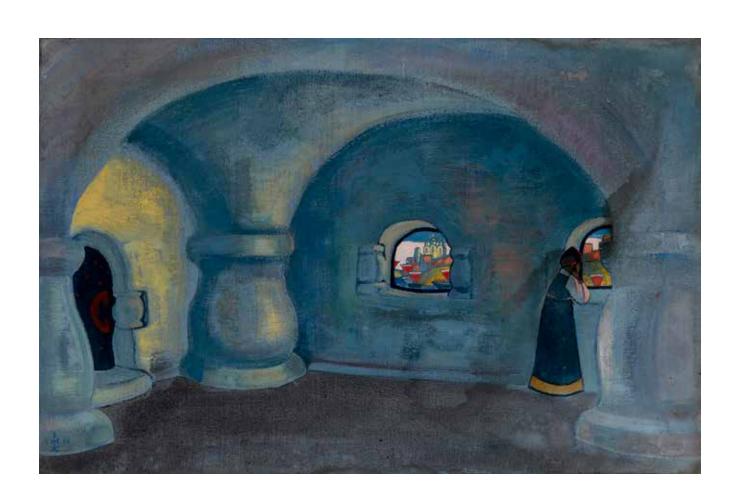
A. Yaremenko, Nikolai Konstantinovich Roerich. His Life and works during the past forty years: 1889-1929, New York, Central Book Trading Co., 1931, listed on p. 37, illustrated on plate 70 as "Sadko's Palace. Adolf Lewisohn, New York."

Gand Artistique, 1931, N 10 et 11. Nicolas de Roerich, illustrated on p. 183 as "La Palais de Sadko"

Vs. Ivanov and E. Gollerbakh, Rerikh. Riga: The Roerich Museum, 1939, illustrated on p. 191 and wrongly titled "Царь Салтан". Эскиз декорации"

Barnett D. Conlan. Roerich, Riga: The Roerich Museum, 1939, illustrated on p. 192 and wrongly titled "Sketch for Tzar Saltan"

We are grateful to Gvido Trepša, Executive Director, Nicholas Roerich Museum, New York for his assistance in preparing this catalogue entry.



OTHER PROPERTIES

50*

NIKOLAI KONSTANTINOVICH ROERICH (1874-1947)

Himalayas from Ting-kye Dzong, 1928 numbered (on verso) 'N 18' and dated '1928' by the artist; verso further applied with Roerich Museum label inscribed 17 Himalayas by Nicholas Roerich/849 tempera on canvas laid on board 33 x 41cm (13 x 16 1/8in).

£60,000 - 80,000 US\$74,000 - 98,000 €67,000 - 89,000

Provenance

Roerich Museum, New York, 1928-1935 Nettie & Louis Horch collection, New York Acquired from the above by the present owner in mid 1970s

Roerich Museum, New York (permanent collection), 1928-1935, no. 849

Roerich Museum Catalogue, New York: Roerich Museum, 1930. p.33

The present lot was executed in Darjeeling, India, where Nicholai Roerich and his expedition party arrived at the end of May after crossing Mongolia and Tibet from north to south. He stayed in Darjeeling until December, recording his impressions from the journey in several dozen works.

The expedition passed through Ting-kye, a Tibetan area close to the Sikkim border, on May 13th, 1928 and rested there for an entire day. They camped on the eastern shore of a lake that opens up to the white Himalayan peaks that we see in the background. The artist's son, George Roerich, remarks that they stayed 'at the former camping place of the Mount Everest Expedition' and also that the area 'had had an exceptionally snowy winter...and many people had perished on the passes across the Himalayas...the high passes south of Ting-kye were still impassable.' (Trails to Inmost Asia, 484)

The painting is characteristic of Roerich's ability to turn a mountain landscape into a symbol of life's grandeur and beauty offering a glimpse into what he loved to call the 'super mundane'. He used only a dozen or so lines to take us back to the time when the Himalayas were still an idea in the mind of the creator, abstractions of towering peaks before they solidified into stone and ice. One can recognize this particular viewpoint in the photo taken by a member of the expedition, and it helps us understand why Roerich became known as a 'master of mountains'. Flat planes of earth slope downward to condense the space between the viewer and mountain range, making it both remote and immediately accessible. At the same time, the two interlocking outlines that converge at the base of the mountains keep the composition in perfect balance. Roerich extracts and emphasizes this centre point from the natural landscape, marking a clear path for his journey into the mountains.

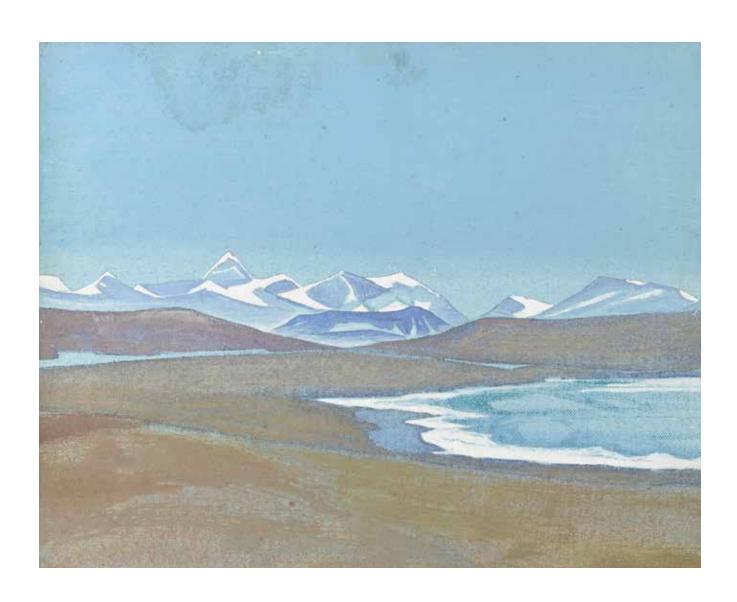
We are grateful to Gvido Trepša, Executive Director, Nicholas Roerich Museum, New York for his assistance in preparing this catalogue entry.



label (verso)



label (verso)







51

51* **ALEXANDRE ROUBTZOFF (1884-1949)**

Nude, Tunis signed in Latin and inscribed 'Tunis' (lower right) oil on panel 87 x 48.5cm (34 1/4 x 19 1/8in).

£15,000 - 20,000 US\$18,000 - 25,000 €17,000 - 22,000

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

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

£40,000 - 60,000 US\$49,000 - 74,000 €45,000 - 67,000

Provenance

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



53

53°

GRIGORY GLUCKMANN (1898-1973)

incised signature in Latin (lower right); verso with paper label of Galaxy gallery, supporting board with applied paper label of Montgomery Gallery oil on panel 25 x 39cm (10 1/8 x 15 3/8 in.

£10,000 - 15,000 US\$12,000 - 18,000 €11,000 - 17,000

Provenance

Private collection, USA Galaxy Gallery, Phoenix. Anon. sale, Christie's, New York, 15 May 1980, Lot 60

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 'LBP. Grachev', with Woerffel foundry mark height: 35cm (13 3/4in).

£2,000 - 3,000 US\$2,500 - 3,700 €2,200 - 3,400



54

PROPERTY FROM A PRIVATE COLLECTION, CALIFORNIA

55*****

YULI YULIEVICH KLEVER (1850-1924) AND STUDIO

In the depth of a pine forest signed in Latin (lower left), incribed 'Riga 2/X 1903' (lower right) oil on canvas 62.3 x 83.7cm (24 1/2 x 33in).

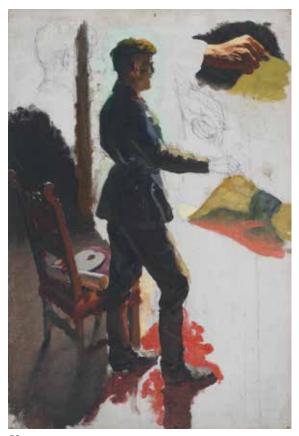
£12,000 - 18,000 US\$15,000 - 22,000 €13,000 - 20,000

Provenance

Acquired by Mr. Marco De Nicolai, owner of EK Wood Lumber and Supply, of San Pedro, California, c. 1950 Thence by descent



OTHER PROPERTIES





56



ALEXANDER LAKTIONOV (1910-1972)

Two sketches of Red Army Officers for the painting Hero of the Soviet Union, Captain N.V. Yudin, visiting tankmen, 1938 both oil on canvas each 46 x 31cm (18 1/8 x 12 3/16in). (2)

£10,000 - 12,000 US\$12,000 - 15,000 €11,000 - 13,000

The painting Hero of the Soviet Union, Captain N.V. Yudin, visiting tankmen, 1938, 300 x 300cm, is in the collection of the Academy of Arts Museum in St. Petersburg.

SOLOMON BORISOVICH NIKRITIN (1898-1965)

Portrait of a woman signed in Cyrillic (lower right) pencil on paper 26.7 x 21 cm (10 1/2 x 8 1/4in).

£4,000 - 6,000 US\$4,900 - 7,400 €4,500 - 6,700

Provenance

Aleki Costakis Collection, Greece Leonard Hutton Galleries, New York

NICOLAI STEPANOVICH TROSHIN (1897-1990)

Still-life with teapot and mask signed in Cyrillic and dated '34' (lower right) oil on canvas 61 x 75.5cm (24 x 29 3/4in).

£10,000 - 15,000 US\$12,000 - 18,000 €11,000 - 17,000

Nikolai Stepanovich Troshin (1897-1990) was an artist and draughtsman. He studied initially at the Penza Art College of I.S. Goryushkina-Sorokopudova and then in Moscow in the workshop of Ilya Mashkov (1918 - 1920). From 1918 he participated in exhibitions and was the primary artist for the magazine The USSR under Construction (1930-1939), which featured the work of Rodchenko, El Lissitzky and other stars of Soviet photography and innovation. Committed to the theory of photography, Troshin was fascinated by the art of Moholy-Nagy, and censored his book when it was published in the USSR in the 1920s.

The offered lot is representative of the artist's early works and shows Troshin's experimental forays with spatial and tonal considerations. The painting was executed prior to the announcement of the ban on artistic freedom in 1934. According to recollections of some students of VKhUTEMAS in the 1920s. the teapot in the offered lot was a prop used in the VKhUTEMAS workshops for tableaux and still-life paintings and was painted many times over.



58

59*** VASILI IVANOVICH DENISOV (1862-1921)**

Landscape with trees, c. 1910 signed in Cyrillic and dedicated to N. Bogaevsky (lower right) oil on canvas board 33.5 x 50cm (13 3/16 x 19 11/16in).

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

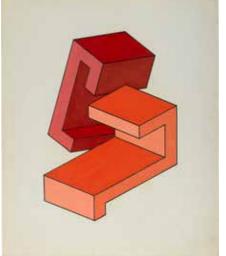


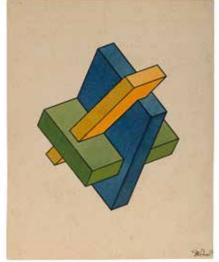
59



60







61

60*** EKATERINA PETROVA-TROTSKAYA (1900-1932)**

Theatre design, 1924 signed and dated (on verso) watercolour on paper 13.8 x 19cm (5 7/16 x 7 1/2in).

£3,000 - 5,000 US\$3,700 - 6,100 €3,400 - 5,600

61*****

YAKOV CHERNIKOV (1889-1951)

Group of three geometric compositions each work showing a colorful geometric form or combination of elements (3) one is signed in Cyrillic (lower right) gouache and ink on paper each: 30.2 x 24.1cm (11 7/8 x 9 1/2in).

£8,000 - 12,000 US\$9,800 - 15,000 €8,900 - 13,000

Provenance

Collection of Leonid Lamm, Russia, later USA Leonard Hutton Galleries, New York





62

62

MIKHAIL FEDOROVICH ANDREENKO-NECHITAYLO (1894-1982)

Abstract

signed in Latin (lower right); further signed in Latin (verso) gouache and pencil on cardboard 27.3 x 35.5cm (10 3/4 x 14in).

£1,000 - 1,500 US\$1,200 - 1,800 €1,100 - 1,700

Provenance

Private collection, UK



DMITRY KRASNOPEVTSEV (1925-1995)

Group of three still lifes

comprising: composition with vases and branches, composition with a jug and starfish, composition with tree trunk and various objects (3) two are signed with monogram (lower right) one: pencil on paper, two: pencil and ink on paper largest: 14 x 10.2cm (5 1/2 x 4in).

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

Provenance

Gary Tatintsian Gallery, New York Leonard Hutton Galleries, New York







ALEKSANDR ALEKSANDROVICH DEINEKA (1899-1969)

African hunters

inscribed and dated '1926' with pencil study of female figure (on verso), further inscribed in Cyrillic 'To my dear Kolya Ozerov in memory, may this picture remind you of days spent in faraway, hot Ethiopia. E.P.Deineka, 23/II 1986', with applied label inscribed with the title and exhibition title (on mount verso) watercolour and pencil on paper 29.4 x 24.5cm (11 9/16 x 9 5/8in).

£8,000 - 10,000 US\$9,800 - 12,000 €8,900 - 11,000

The present lot is accompanied by a certificate of authenticity from the P.M. Tretyakov Independent Art Research & Expertise.

Provenance

Family of the artist

Private collection, Moscow (gift from the above in 1986)

Exhibited

Moscow, Leningrad, USSR Academy of the Arts, *Vystavka proizvedeniy: A.A.Deineka*, 1957

Literature

Iskorka, no. 2, 1929, p. 14

V.P. Sysoev, *Alexander Deineka. Life. Art. Time.*, Moscow, 1989, vol. 2, illustrated p. 83, listed no. 79, p. 289

Deineka. Grafica., Moscow, 2009, illustrated p. 149, listed p. 160 V.P. Sysoev, Alexander Deineka. 1899-1969, Moscow, 2012, p. 23

64



NIKOLAI MIKHAILOVICH GRIGORIEV (1890-1943)

'By the Pond', 1936 signed in Cyrillic (lower right) oil on canvas 60 x 37cm (23 5/8 x 14 9/16in).

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



SERGE FÉRAT (1881-1958) PORTRAIT D'UN HOMME signed 'S. Ferat' (lower right) gouache and pencil on paper laid down on paper board 9 1/2 x 7 in (24.1 x 17.8 cm)

£4,000 - 6,000 US\$4,900 - 7,400 €4,500 - 6,700



66

SIMON KOZHIN (BORN 1979)

Botanical garden signed, titled and dated in Cyrillic and Latin (verso) oil on canvas 50 x 70cm (19 11/16 x 27 9/16in).

£4,000 - 6,000 US\$4,900 - 7,400 €4,500 - 6,700





TIMUR NOVIKOV (1958-2002)

Untitled signed in Cyrillic (lower centre) mixed media on textile 205 x 286cm (80 11/16 x 112 5/8in). unframed

£15,000 - 18,000 US\$18,000 - 22,000 €17,000 - 20,000

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

ALEKSANDR GRIGOR'EVICH TYSHLER (1898-1980)

Beelzebub's Palace from the Mystery-Bouffe Series signed in Cyrillic and dated '70' (lower right) oil on canvas 75 x 75cm (29 1/2 x 29 1/2in).

£8,000 - 10,000 US\$9,800 - 12,000 €8,900 - 11,000

Provenance

Sotheby's London, Russian Pictures, 22 May 2002, lot 185

Sotheby's London, Russian Art, 30 November 2010, lot 305

Acquired from the above by the present owner (Private collection)



69

70*** GRISHA BRUSKIN (BORN 1945)**

signed in Cyrillic, further signed, titled and dated '1976' in Cyrillic (on stretcher) oil on canvas 114 x 102cm (44 7/8 x 40 3/16in).

£15,000 - 20,000 US\$18,000 - 25,000 €17,000 - 22,000

Authenticity confirmed by the artist.

Provenance

Sotheby's, London, The Russian sale, 31 May, 2006, lot 246 Purchased from the above sale by the present owner (Private collection)







71 73



JACOB ABRIMOVICH SHAPIRO (RUSSIAN, 1897-1972)

Fisherwoman oil on canvas 60 x 70cm (23 5/8 x 27 9/16in).

£1,500 - 2,000 US\$1,800 - 2,500 €1,700 - 2,200

Provenance

Sotheby's, London, Russian Pictures, 22 May 2002, lot 93

72* AR

VIKTOR DMITRIEVICH PIVOVAROV (1937)

Metaphysical composition signed in Cyrillic and dated '1968' (lower right); dedication inscription in Cyrillic 'To Genrikh Sapgir from the artist' (upper left) pen and ink and crayon on card 34 x 54.5cm (13 3/8 x 21 7/16in).

£3,000 - 4,000 US\$3,700 - 4,900 €3,400 - 4,500

ABEL PANN (1883-1963)

Temptation signed in Latin (lower left) pencil and pastel on paper 37 x 25cm (14 9/16 x 9 13/16in).

£1,500 - 2,000 US\$1,800 - 2,500 €1,700 - 2,200

Provenance

MacDougall's, Russian Art Auction, 30 May 2006, London, lot 138 Purchased from the above by the present owner (Private collection)

ABEL PANN (1883-1963)

The Temptress signed in Latin (lower left) pastel 49 x 64cm (19 5/16 x 25 3/16in).

£4,000 - 6,000 US\$4,900 - 7,400 €4,500 - 6,700

Provenance

Sotheby's Olympia, Russian Sale, 2 December 2004, lot 173

MacDougall's London, Russian Works on Paper, 5 June 2013, lot 495



74

75*****

VIKTOR DMITRIEVICH PIVOVAROV (1937)

Untitled

signed in Cyrillic (lower right) and dated '1999' (lower left)

pen, crayon and gouache on paper 17.5 x 25.8cm (6 7/8 x 10 3/16in).

£1,500 - 2,000 US\$1,800 - 2,500 €1,700 - 2,200

Provenance

Sotheby's, Russian Art, New York, 15 April 2008, lot 248 (part)

Purchased from the above by the present owner (Private collection)



75

76*****

VIKTOR DMITRIEVICH PIVOVAROV (1937)

Untitled

signed in Cyrillic (lower right) and dated '1999'

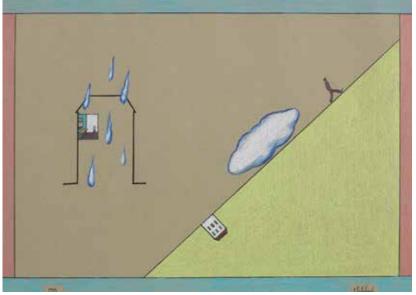
pen and ink and coloured crayon on paper 25 x 34.7cm (9 13/16 x 13 11/16in).

£1,500 - 2,000 US\$1,800 - 2,500 €1,700 - 2,200

Provenance

Sotheby's, Russian Art, New York, 15 April 2008, lot 248 (part)

Purchased from the above by the present owner (Private collection)





ERNST NEIZVESTNY (1926-2016)

Bronze, untitled signed in Cyrillic (on base) bronze height: 28.5cm (11 1/4in).

£3,000 - 5,000 US\$3,700 - 6,100 €3,400 - 5,600

Provenance

Acquired from the artist by the father of the present owner Thence by descent



78*****

ERNST NEIZVESTNY (1926-2016)

New Statue of Liberty

incised signature 'E. Neiz © 1/9' with impressed artist's stamp (reverse lower base of bronze)

bronze on wooden star-shaped base height (inc. base): 124.5 cm. (49 in.)

£8,000 - 10,000 US\$9,800 - 12,000 €8,900 - 11,000

Provenance

The Magna Gallery, San Francisco Bonhams, London, The Russian Sale, 26 Nov 2007, lot 133 Purchased from the above by the present owner (Private Collection)

This bronze was purportedly a design for a huge statue for Taiwan, the star-shaped base on which it stands being the national symbol of the country. It is said that Neizvestny envisaged the statue placed on an island off the coast of Taiwan. A smaller version of the offered lot was presented by the artist to Pope John Paul II in August, 1988.

79* AR

VIKTOR DMITRIEVICH PIVOVAROV (1937)

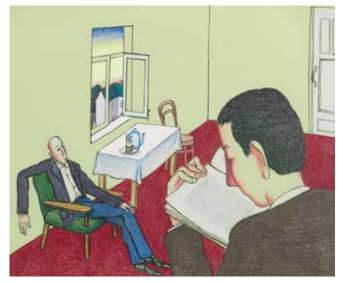
Do you like Proust? signed in Cyrillic (lower right) and dated '1999' (lower left) pen and ink and coloured crayon on paper 24.2 x 29cm (9 1/2 x 11 7/16in).

£3,000 - 4,000 US\$3,700 - 4,900 €3,400 - 4,500

Provenance

Sotheby's, Russian Contemporary Art, London, 12 March 2008, lot 102 (part)

Purchased from the above by the present owner (Private collection)



80* AR

VIKTOR DMITRIEVICH PIVOVAROV (1937)

'White Balls', 1972 signed in Cyrillic (lower right) and titled and dated '1972' (lower left)

watercolour and gouache on paper 24.6 x 33.6cm (9 11/16 x 13 1/4in).

£2,000 - 3,000 US\$2,500 - 3,700 €2,200 - 3,400

Provenance

Sotheby's, Russian Sale, New York, 15 April 2008, lot 247 Purchased at the above by the present owner (Private collection)



80

81* AR

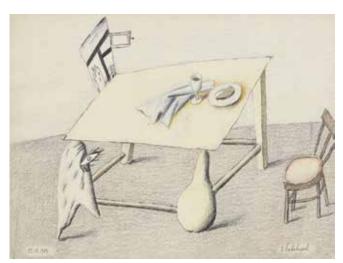
VIKTOR DMITRIEVICH PIVOVAROV (1937)

signed in Cyrillic (lower right) and dated '21.IV.1984' (Lower left) pencil and crayon on paper 26 x 35cm (10 1/4 x 13 3/4in). sold with a print by the artist (2)

£1,000 - 1,500 US\$1,200 - 1,800 €1,100 - 1,700

Provenance

Bonhams, Russian sale, London, 27 November 2006, lot 108 Purchased from the above by the present owner (Private collection)



81



NATALIA NESTEROVA (BORN 1944)

Still life with cards signed, dated '1994' and dedicated in Latin (on verso) oil on canvas 50 x 61cm (19 11/16 x 24in).

£4,000 - 6,000 US\$4,900 - 7,400 €4,500 - 6,700





VLADIMIR MOLOCHKOV (BORN 1950)

signed in Cyrillic and dated '2015' (lower right); further signed, titled and dated (on verso) oil on canvas 50 x 60cm (19 11/16 x 23 5/8in).

£70,000 - 90,000

US\$86,000 - 110,000 €78,000 - 100,000

Provenance

Private collection, Europe

Exhibited

Moscow, Gridchinhall, Vladimir Molochkov, 23rd April 2016

Moscow International Festival of Art, Vladimir Molochkov, 27th April 2016

Literature

Vladimir Molochkov, Moscow International Festival of Art, April 2016, exhibition catalogue, p.23 illustrated

Vladimir Molochkov, Gridchinhall, 23rd April 2016, exhibition catalogue, illustrated

Vladimir Alekseevich Molochkov, Album, Russian Academy of Arts, p.45, illustrated

82



SALOMON ROSSINE (BORN 1937) Sleeping boy

signed in Cyrillic (lower right) oil on canvas 143 x 85cm (56 5/16 x 33 7/16in).

£10,000 - 12,000 US\$12,000 - 15,000 €11,000 - 13,000

Provenance

Private collection, UK

Solomon Rossine was a unique figure in the art-scene of Leningrad in 1970 -80s. He aspires to understand the drama of Russian history in the 20th century as the reflection of the dark and tragic sides of the universe and its deep, incomprehensible essence. Solomon Rossine's paintings are in private collections across the globe, from Canada, Germany, Switzerland, Russia and the United States. Rossine's work is also in permanent collection at the Russian Museum of St. Petersburg and in the Museum of Contemporary Art in Emden, Germany.







A BRONZE SCULPTURE OF A HORSE-DRAWN CART

after 1871 model by Evgenii Lancere, cast by F.Chopin modelled as a horse-driven cart with three reclining peasant women and a young man seated on a horse; on realistically sculpted pedestal resting on plain wooden support; light brown patina with golden overtones, *marked on pedestal length:* 56cm (22in).

£6,000 - 9,000 US\$7,400 - 11,000 €6,700 - 10,000

85A*

A BRONZE OF A LANCER ON A GALLOPING HORSE

after 1882 model by Evgenii Lancere, cast by K.Berto modelled as a charging lancer seated on a galloping horse, on realistically modelled oval pedestal; with rich brown patina, marked on base length: 39.5cm (15 1/2in).

£8,000 -12,000 US\$9,800 - 14,700 €9,000 - 13,400

The model was cast by Berto Foundry in St. Petersburg around 1892-1893. Karl Berto was F. Chopin's partner and eventually was able to acquire the foundry from Chopin's daughter. He retained the right to cast models by Lancere. The foundry continued to exist until 1903.

86

A BRONZE GROUP OF A CIRCASSIAN ON HORSEBACK

after the model by Evgenii Lanceray

on a naturalistic rectangular base with canted corners, realistically cast as a bearded man in a fur hat and sheepskin cloak, smoking a pipe and astride a horse

height: 27.4 cm (10 13/16in).

£2,000 - 3,000 US\$2,500 - 3,700 €2,200 - 3,400





A SILVER GILT AND SHADED ENAMEL KOVSH

Maria Semenova, Moscow, 1899-1908 the body enamelled with varicoloured foliate scrolls within geometric border, blue beaded rim to handle, 84 standard length: 22.8cm (9in).

£6,000 - 9,000 US\$7,400 - 11,000 €6,700 - 10,000

A LARGE SILVER-GILT AND ENAMEL KOVSH

Grachev with Imperial Warrant, maker's mark Cyrillic 'AP', St. Petersburg, before 1899, with later Soviet control marks of traditional form with raised scrolling prow, sides and trefoil flat handle enriched within blue beaded borders with scrolling strapwork and foliage enamelled in shades of blue, green, white and translucent red, the handle centring vacant cartouche, 88 standard length: 35.3cm (14in).

£7,000 - 10,000 US\$8,600 - 12,000 €7,800 - 11.000



A SILVER-GILT AND ENAMEL KOVSH

Pavel Ovchinnikov, Moscow, 1908-1917, with French import marks

of traditional shape with flat hook handle; body decorated with floral vines and rosettes in filigree shaded enamel against gilded and white ground, 84 standard

length: 16cm (6 1/4in).

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



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

Nikolai Alekseev, Moscow, 1899-1908 round form with shaped rim and angular handle upon spreading circular stand, body with projecting lobes outlined in thick gilded wire and enamelled with stylised varicoloured foliage alternating with swans in reeded waterscape, gilded interior, 84 standard

height: 9cm (3 6/16in).

£2,000 - 3,000 US\$2,500 - 3,700 €2,200 - 3,400

For similar see Christie's New York, The Greenfield Collection of Russian Enamels, 20th October 1998,



91

A SILVER-GILT, SHADED AND PLIQUE-A-JOUR **ENAMEL TAZZA**

11th Artel, Moscow, 1908-1917

the compressed bowl enamelled inside and out in the Art Nouveau taste with scrolling foliate and geometric shaded cloisons with plique band to rim, the bulbous stem and spreading circular foot ensuite, engraved initials 'ELH' to bowl interior height: 20cm (7 7/8in).

£10,000 - 20,000 US\$12,000 - 25,000 €11,000 - 22,000





A SILVER-GILT AND ENAMEL CASKET

Moscow, 1895, Antip Kuzmichev, retailed by Tiffany & Co, with scratched inventory number rectangular form with hinged lid and hinged front clasp, lid and sides intricately decorated with rosettes, vines, and floral ornamental borders in white, red, dark and light blue filigree enamel, 84

6.5 x 15 x 9.5cm (2 1/2 x 6 x 3 3/4 in).

£6,000 - 8,000 US\$7,400 - 9,800 €6,700 - 8,900

For similar example see: Russian enamels: Kievan Rus to Faberge, exhibition catalogue, The Walters Art museum, November 17, 1996 - February 23, 1997, page 164.



93≈ R

A GOLD MOUNTED, JEWELLED AND **NEPHRITE MINIATURE VASE**

Fabergé workmaster Michael Perchin, St Petersburg, circa 1890 the cylindrical body applied with garnet-set ribbon-tied varicolour gold swags, upon spreading gadrooned base, 56 standard height: 4.8cm (1 1/2in).

£8,000 - 10,000 US\$9,800 - 12,000 €8,900 - 11,000

Provenance

Gifted by the Chairman of J. Lyons and Co. Ltd in the 1960's to an employee Thence by direct descent

A SILVER-GILT AND ENAMEL BOWL

Pavel Ovchinnikov, Moscow, 1870 circular form on spreading silver-gilt foot, body with alternating dark red and white lobes enameled with stylized flowers, 84 standard diameter: 9.3cm (3 5/8in).

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



95*

A GOLD AND ENAMEL MOUNTED SHADOW AGATE PERFUME BOTTLE

mount: Fabergé, workmaster Mikhail Perkhin, St. Petersburg, before 1898; snuff bottle: Suzhou school, China, 1750-1850 the antique Chinese snuff bottle made of shadow agate and carved with a falcon perched on a tree branch and a flying butterfly on verso, neck mounted with gold fitting, hinged dome-shaped lid decorated in white champlevé enamel, miniature gold-mounted cork stopper inside, 56 standard length: 9.3cm (3 5/8in).

£15,000 - 20,000 US\$18,000 - 25,000 €17,000 - 22,000

For another example of Fabergé's interest in utilizing antique Chinese agate snuff bottles, see a very similar example:

Géza von Habsburg, Fabergé - Cartier, Rivalen am Zarenhof, Munich, Kunsthalle, 2004, number 144, illustrated on page 191





A PORCELAIN DINNER PLATE FROM THE RAPHAEL SERVICE

Imperial Porcelain Factory, St. Petersburg, 1903 the cavetto painted en grisaiile with a warrior at the ceremonial fire on iron red ground in hexagonal reserve, the border with three gilt outlined roundels with putti with various attributes on pale green ground with laurel border, each flanked by classical frieze panels, the inner border of winged figures and leaf scrolls on pale yellow ground extending to the outer border, framed within gilt bands, marked under base with Emperor Nicholas II monogram and date '1903' diameter: 24cm (9 1/2in).

£6,000 - 8,000 US\$7.400 - 9.800 €6.700 - 8.900

Provenance

Acquired in Warwickshire, United Kingdom, 1950s Thence by descent



A PORCELAIN SOUP PLATE FROM THE RAPHAEL SERVICE

Imperial Porcelain Factory, St. Petersburg, 1893 the cavetto painted en grisaille with a mythological scene of a hero and a dolphin on brown ground in a hexagonal reserve, the border with three gilt outlined classical masks and attributes on pale green ground with laurel border, each flanked by classical frieze panels, the inner border of winged figures and leaf scrolls on pale yellow ground extending to the outer border, framed within gilt bands, marked under base with Emperor Alexander III monogram and date '1893' diameter: 24.3cm (9 1/2in).

£6,000 - 8,000 US\$7,400 - 9,800 €6,700 - 8,900

Provenance

Acquired in Warwickshire, United Kingdom, 1950s Thence by descent

The famous Raphael Service was the most elaborate and decorative service produced at the Imperial Porcelain Factory during the second part of the XIX century. Commissioned in 1883 for the palace in Tsarskoe Selo it was intended for fifty persons with plates made in five sizes. Designs based on the interior decorations of the Raphael Loggia in the Vatican were created by the artistic director of the factory Leonard Schaufelberger, and later further expanded by artists S. Romanov and M. Matveev. Mythological scenes, classical arabesque and grotesques en grisaille were bordered by classical ornamentation is vivid colours creating spectacular complexity and visual appeal. The service was produced over two decades and was finally completed in 1903. It was delivered to the porcelain storage of the Imperial Palace at Tsarskoe Selo for personal use of Dowager Empress Maria Fedorovna.

A PORCELAIN OYSTER DISH FROM THE RAPHAEL SERVICE

Imperial Porcelain Factory, St. Petersburg, 1899 the cavetto with a finely painted classical figure of horseman against the red ground, handle similarly decorated with heraldic lioness, the bowl with radiating panels of classical motifs, all withing a gilt rim, marked under base with gilt monogram for Emperor Nicholas II and date '1899'

length: 14.2cm (5 3/4in).

£4,000 - 6,000 US\$4,900 - 7,400 €4,500 - 6,700

Provenance

Acquired in Warwickshire, United Kingdom, 1950s Thence by descent



A PORCELAIN 'ZAKUSKI' PLATE FROM THE RAPHAEL

Imperial Porcelain Factory, St. Petersburg, 1885 the cavetto painted en grisaiile with a putti riding a horse on cel green ground in hexagonal reserve, the border with three gilt ou roundels with putti engaged in various activities, each flanked b miniature landscape frieze panels on red ground, the inner borc features pairs of swans, classical masks and garlands on pale (ground extending to the outer border, framed within gilt bands, under base with Emperor Alexander III monogram and date '18 diameter: 17.3cm (6 3/4in).

£5,000 - 8,000 US\$6,100 - 9,800 €5,600 - 8,900

Provenanace

Acquired in Warwickshire, United Kingdom, 1950s Thence by descent





A GOLD-MOUNTED DIAMOND BAR BROOCH

Bolin Firm, workmaster K. Linke, St. Petersburg, 1898-1908 seven diamonds mounted in round sockets lined in a straight line within gold interlaced fitting, verso with long clasp pin, in original fitted blue velvet and silk box, 56 standard length: 4.8cm (2 in).

£3,000 - 5,000 US\$3,700 - 6,100 €3,400 - 5,600



100*

A GOLD, ENAMEL AND DIAMOND BROOCH

Ivan Britzin (partial mark), St. Petersburg, 1908-1917 diamond shape, outlined with row of rose-cut diamonds, centered with gold rosette with two floral branches, mounted with three diamonds, all against dark blue guilloché enamel ground, 56 standard length: 4.3cm (1 3.4in).

£3,000 - 5,000 US\$3,700 - 6,100 €3,400 - 5,600



102

A GOLD, DIAMOND AND PLATINUM BROOCH

Marked 'KF' for Fabergé, circa 1900, scratched inventory number 3550

of flowerhead/floriate openwork form, the circular sections encrusted with rose-cut diamonds and set with articulated diamond pendants, verso with gold clasp pin, 56 standard diameter: 3cm (1 3/16in).

£8,000 - 10,000 US\$9,800 - 12,000 €8,900 - 11,000

Provenance

Presented to Captain Charles Walters Thence by direct descent

The family of Captain Walters have preserved Russian works of art dating from a 1924 trade expedition arranged by the Arcos Steamship Company of London. According to a contemporary press cutting, Walters commanded the steamship 'Leonid Krassin' tasked with collecting Siberian pine from the coast of the Kara Sea and returning it to England. Family lore maintains that the brooch was gifted to Captain Walters' wife Norah.





103

A JEWELLED, SILVER, GOLD AND **ENAMEL LOCKET**

Fabergé, workmaster August Hollming, St. Petersburg, 1899-1908, scratch number

of lozenge form, the façade with mauve translucent enamel over sunburst guilloché ground applied with centred diamond suspended from ribbon motif, opening at hinge to two glass covered compartments, suspended from diamond-set pendant loop; in original silk lined case stamped for Faberge St. Petersburg, 56 and 84 standards

height with suspension loop: 4cm (1 9/16in).

£4,000 - 5,000 US\$4,900 - 6,100 €4,500 - 5,600

Provenance

Private collection, Rome

104* A GOLD-MOUNTED ENAMEL MINIATURE EGG

Fabergé, workmaster August Hollming, St. Petersburg, before 1898

egg shape form, green translucent enamel over engine-turned ground, divided with border of acanthus leaves in green gold, suspended on a gold loop, 56 standard length with suspension ring: 2cm (3/4in).

£3,000 - 5,000 US\$3,700 - 6,100 €3,400 - 5,600

105*

A MINIATURE EGG, PURPURINE AND GOLD

Fabergé, workmaster Mikhail Perkhin, St. Petersburg, 1890s

very small purpurine egg mounted on top with a cluster of rose-cut diamonds with four additional diamonds mounted on short gold bars, 56 standard

length with suspension ring: 1.7cm (3/4 in).

£4,000 - 6,000 US\$4,900 - 7,400 €4,500 - 6,700





PROPERTY FROM A PRIVATE COLLECTION, NEW YORK







106*

A SILVER-GILT AND ENAMEL SUGAR BOWL

Moscow, 1908-1917, workmaster's mark in Cyrillic 'PB', with French import marks circular form with swing angular handle, body in filigree enamel with turquoise blue arches and floral vines against stippled ground, flanked with geometric borders, handle enamelled with floral motifs on blue ground and perforated with three openings, 84 standard diameter: 11.5cm (4 1/2in).

£4,000 - 6,000 US\$4.900 - 7.400 €4,500 - 6,700

107*

A SILVER-GILT AND ENAMEL BEAKER

Pavel Ovchinnikov, Moscow, 1887 tapering form on waisted circular foot, body decorated with arched reserves and geometric motifs, top and bottom outlined with ornamental borders, all in varicolour cloisonne enamel, foot enamelled en suite, 88 standard height: 18cm (7 1/8in).

£6,000 - 8,000 US\$7,400 - 9,800 €6,700 - 8,900

Provenance

Christie's, New York, April 18, 1989, lot 156 Acquired by the present owner from above

A SILVER-GILT AND ENAMEL CHALICE

Moscow, before 1898, maker's mark in Cyrillic 'AK' round bowl on a tall tapering stem terminating with a circular foot, decorated with filigree enamel in various shades of blue, white, lavender and red, bowl with four roundels centering orthodox crosses, 88 standard

height: 21cm (8 1/4in).

£3,000 - 5,000 US\$3,700 - 6,100 €3,400 - 5,600

108

A SILVER-GILT AND ENAMEL KOVSH

Pavel Ovchinnikov, Moscow, before 1898 traditional shape with raise prow and hook handle, body and handle with polychrome shaded cloisonne enamel featuring floral motifs, outlined with borders of blue dots, gilded interior is centered with similarly decorated reserve, 84 standard length: 19cm (7 1/2in).

£8,000 - 12,000 US\$9,800 - 15,000 €8,900 - 13,000

Provenance

Sotheby's, London, June 10, 2009, lot 516 Acquired by the present collector at the above



A SILVER-GILT AND ENAMEL SUGAR BOWL WITH SUGAR TONGS

bowl: Kurliukov, Moscow, 1908-1917; tongs: Moscow, 1898-1908, maker 'IGB' lobed circular form, body decorated in cloisonné enamel with celadon green and pink reserves centered with large stylized sunflowers and lilies, swing handle with similar motif against blue ground, with associated sugar tongs, 84 standard diameter: 12.8cm (5 in).

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



A FINE PRESENTATION SILVER-GILT AND ENAMEL BEAKER

Pavel Ovchinnikov, Moscow, c. 1898

tall tapering beaker on circular stepped foot is finely enamelled with elaborate floral pattern of large roses in cross-hatched varicoloured filigree enamel, bunches of grapes, pairs of delicately enamelled birds, foliage vines, all against gilded stippled ground, cream coloured floral filigree border around the rim, with dedication engraved inside the rim, 84 standard height: 25.4cm (10in).

£35,000 - 45,000 US\$43,000 - 55,000 €39,000 - 50,000

Provenance

Presented to Mattia Battistini, an Italian opera singer, in Moscow in 1900 Collection of the late Berthe David-Weill Sotheby's, New York, April 22, 2009, lot 269, property of Monique DeRuggiero Acquired by the present owner from above

The inscription inside the rim 'A Monsieur Mattia Battistini Souvenir de Moscou 1900' indicates that this impressive beaker was presented as a gift to the Italian baritone opera singer Mattia Battistini (1856-1928). The singer was a regular performer on the stages of various Russian Imperial theaters and toured Russia for more than twenty seasons.

For identical beaker on stand presented by Tsarevich Nikolai Aleksandrovich (future Emperor Nicholas II) to the Persian Prince Rukhnaddin Mirza and now in the collection of the State Historical Museum in Moscow, see Splendeurs de Russie mille ans d'orfevrerie, Musee du Petit Palais, 1993, number 186.



A SILVER-GILT AND ENAMEL THREE HANDLED CUP

Antip Kuzmichev, Moscow, 1898-1908, with scratched inventory number, retailed by Tiffany & Co barrel-shaped with three scroll handles, body decorated in filigree

enamel with elongated lobes in turquoise and blue colours, handles enamelled similarly, 88 standard

height: 10.2 cm (4 in).

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

Provenance

Reputedly acquired by the present owner at Sotheby's





113*

A LARGE SILVER-GILT AND ENAMEL BEAKER IN THE RUSSIAN

Pavel Ovchinnikov, Moscow, 1872

tapering form on circular stepped foot, the body with cloisonne enamelled decoration of geometric ornaments and heraldic birds reminiscent of traditional Russian peasant embroidery designs, all against stippled ground, rim outlined with geometric band, gilded interior, 84 standard height: 21cm (8 1.4in).

£10,000 - 15,000 US\$12,000 - 18,000 €11,000 - 17,000

Provenance

Sotheby's, New York, April 17, 2012, lot 301 Acquired by the present owner from above



A SILVER GILT AND ENAMEL BOWL

11th Artel, Moscow, 1908-1917
oval form with articulated rim and upright handles, concave body
elaborately decorated with stylized flowers and foliage, scrolls in very
fine varicolour shaded cloisonné enamel, and further adored with granulation and twisted wirework, four spreading bracket feet and upright handles decorated similarly, 84 standard length with handles: 22.3cm (8 3/4in).

£15,000 - 25,000 US\$18,000 - 31,000 €17,000 - 28,000

Provenance

Reputedly with Christie's, London, November 29, 2010, lot 488 Acquired by the present collector from above

A SILVER-GILT AND FILIGREE ENAMEL PICTORIAL CASKET

Khlebnikov, Moscow, 1908-1917, with Dutch import marks rectangular form on bracket feet, with hinged lid and handles, lid set with painted *en plein* enamel scene after Konstantin Makovsky's *Boyar Wedding Feast* (1883) within border of blue beads, slanted lid's border and sides with shaded polychrome cloisonné enamel foliage and ogival form against cream ground, top and bottom outlined with geometric borders, 88 standard

width including handles: 26cm (10 1/4in).

£160,000 - 220,000 US\$200,000 - 270,000 €180,000 - 250,000

Provenance

Acquired by present owner at Sotheby's, London, June 4, 2013, lot 467.





A PORCELAIN TEA SERVICE FOR ONE
Kornilov Factory, late 19th century
comprising: a teapot with lid, a creamer, a sugar bowl with lid, cup
and saucer, all painted in lavender colour with white reserves centering floral blooms, with gilded rims and handles, marked under base (5) height of teapot: 14cm (5 1/2in).

£3,000 - 5,000 US\$3,700 - 6,100 €3,400 - 5,600

Provenance

Christie's, New York, April 21, 2010, lot 176 Acquired by present owner from above



117* A MONUMENTAL SILVER MOUNTED CUT-GLASS PITCHER

Fabergé, Moscow, 1898-1908 in Scandinavian style, bulbous glass body cut with octagonal forms, crosses and diagonal lobes, fitted with monumental collar, upright handle and hinged lid, all with hammered texture and with square and triangular indentations and openings, interior is fitted with a glass cooling tube with cork and silver-gilt lid, 84 standard height: 27.5cm (11in).

£30,000 - 40,000 US\$37,000 - 49,000 €33,000 - 45,000

Provenance

Purportedly acquired by the present owner at Sotheby's, New York

SET OF TWELVE DINNER PLATES FROM THE **GURIEV SERVICE**

Imperial Porcelain Factory, St. Petersburg, period of Emperor Alexander II

circular form, centered with a large gilded rosette, borders with a gilded band and a wide classical ornamental border painted in gold against red-brown ground, *marked under base* (12) Diameter: 24cm (9 1/2in).

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





A SERVING TAZZA FROM THE GURIEV

Imperial porcelain factory, St. Petersburg circular bowl centering a gilded rosette, rim with wide gilded border incised with neo-classical ornamentation, exterior of the bowl painted in rich red-brown colour with gilded border of classical palmettes, stem modelled as a seated eagle with his wings spread, mounted on a circular gilded base with incised ornamental border height: 16 cm (6 1/4in).

£15,000 - 25,000 US\$18,000 - 31,000 €17,000 - 28,000

118

A BREAD AND SALT PORCELAIN PLATTER

Popov Factory, late 19th century circular form, cavetto painted in brilliant blue and centered with a white rosette painted with colourful blooms, wide white border painted with continuous garland of garden flowers, marked under base diameter: 38.3cm (15in).

£5.000 - 8.000 US\$6,100 - 9,800 €5,600 - 8,900

Provenance

Sotheby's New York, October 25, 2007, lot 510, one of two



121*

AN EARTHENWARE BREAD AND SALT PLATTER

Kuznetsov factory, Tver', c. 1890 circular form, cavetto and borders decorated with brightly coloured ornament, gilded wheat sheaves, stylized inscription 'Bread/salt' in Russian, all modelled in high relief, marked and stamped under base diameter: 41.3cm (16 1/4in).

£3,000 - 5,000 US\$3,700 - 6,100 €3,400 - 5,600

For similar design see: O. Strugova, et al, Russkii stil', Moscow, 1999, no 267, page 138.

Provenance

Sotheby's, New York, April 17, 2012, lot 91



A BREAD AND SALT PORCELAIN PLATTER

Popov Factory, late 19th century circular form, cavetto painted in brilliant blue and centered with a spray of colorful blooms and fruit, wide border painted with continuous garland of garden flowers, marked under base diameter: 38.3cm (15in).

£5,000 - 8,000 US\$6,100 - 9,800 €5,600 - 8,900

Provenance

Sotheby's New York, October 25, 2007, lot 510, one of two





A SILVER-GILT AND ENAMEL VODKA SET

Ivan Saltykov, Moscow, 1887, with Soviet control

comprising a flask, six cups and a tray; the flask of baluster form on stepped circular foot with waisted and knopped neck and tapering conical stopper terminating with ball finial, the circular footed cups with rooster-form handles, the hexagonal tray with plain reserves for the flask and cups, all decorated with filigree enamel featuring stylized flowers and scrolling foliage in blue, red and white, 84 standard, (8)

diameter of tray: 24.8cm (9 3/4in).

£35,000 - 55,000 US\$43,000 - 68,000 €39,000 - 61,000

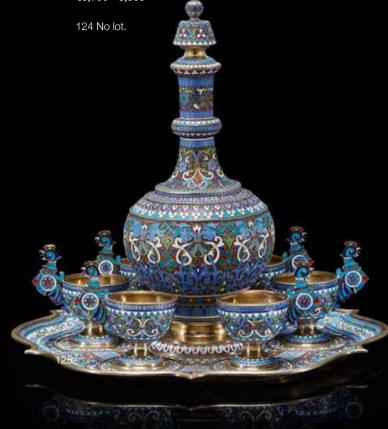


A PARCEL-GILT SUGAR BOWL IN THE RUSSIAN STYLE

Sazikov Firm, probably Moscow, 1863 shaped as a traditional Russian bratina with fitted lid, silver body with four large and four small rosettes in repoussé within engraved interlaced ornamental band, stepped conical lid with a ball finial is similarly decorated, rim of the bowl engraved with inscription in Old Slavonic script and reads 'Sugar bowl made of silver by Sazikov Factory', gilded interior, 84 standard

height with lid: 21cm (8 1/4in), diameter: 14cm (5 1/2in).

£6,000 - 8,000 US\$7,400 - 9,800 €6,700 - 8,900





A SILVER-GILT AND CHAMPLEVÉ ENAMEL **BASKET**

Moscow, 1886, workmaster's mark in Cyrillic 'IM', with scratched inventory number oval shape with swing handle, side with continuous scrolling vine in white and blue enamel centering geometric circular motifs, rim outlined with floral border with white flowers, stepped oval support rests on four shaped enamelled feet, handle enamelled en suite, underside engraved with dedication inscription, 88 standard 10 inches

£15,000 - 20,000 US\$18,000 - 25,000 €17,000 - 22,000



126A*

A MONUMENTAL EARTHENWARE VASE

Kuznetsov Factory, Tver', c.1890s amphora-form vase with a spray of thistle blooms in high relief, supported by a pair of sculptural winged griffins mounted on a quatrefoil pedestal with floral designs in brilliant colors with splendid gilded highlights, marked on under side height: 44 cm (17 1/4in).

£25,000 - 35,000 US\$31.000 - 43.000 €28.000 - 39.000

In mid-1880s Matvei Kuznetsov began manufacturing small quantities of ceramic tiles and earthenware in the Russian style. From individual tiles to monumental fireplace surrounds they were featured in a special catalogue and produced in Kuznetsovo village, Tver' province. Contemporaries noted the exceptional quality, flawless execution and remarkable decorative appeal of Kuznetsov ceramic works.

In 1888-1891 architect Fedor Shchekhtel oversaw the construction of a private residence for ceramic magnate Kuznetsov located between 1st and 2nd Meshchanskaya street in Moscow. On the second floor of the residence, Shchekhtel created a dining room decorated in the Russian style. Between oak cabinets filled with earthenware vases and platters, he placed large ceramic tiled panels anchoring the spacious room with a large fireplace surround and a monumental five-meter tall Russian tile-covered stove. Every tile, ceramic panel, platter, clock and vase was manufactured at Kuznetsov's factory in Tver'.

After the Revolution of 1917, the estate was nationalized with most of its interior decoration and collections confiscated or vandalized, with only a few ceramic remnants and fire place elements remaining and currently in the collection of the State Historical Museum in Moscow.

A few period photographs of the dining room were taken in the 1890s, ended up in the collection of Aleksei Bakhrushin, and eventually placed in the archival collection of the State Historical Museum.

It has been suggested that the present earthenware vase with stylized griffins and colorful thistle decoration might have been a part of the original decor of the fabled dinning room created by the famous architect for Matvei and Nadezhda Kuznetsov.





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Керамические изделия Товарищества Кузнецова изготавливались в селе Кузнецово, Тверской губернии с конца 1880гг. Техническое совершенство и тщательность исполнения печных изразцов, майоликовых каминов, иконостасов, керамических киотов и облицовочных плиток были высоко отмечены современниками. Интерес самого Матвея Кузнецова к керамическому производству нашел свое яркое воплощение в интерьерах его личной усадьбы, располагавшейся между 1-й и 2-й Мещанскими улицами недалеко от современной станции метро «Проспект Мира» в Москве. С 1888 по 1891гг архитектор Федор Шехтель руководил перестройкой интерьеров усадьбы и создал неповторимую столовую в русском стиле, как подарок жене Кузнецова, Надежде Викуловне. Главным декоративным элементом интерьера столовой была необыкновенно красочная керамика - настенные панно, керамические вазы и часы, блюда, изразцовые камин и монументальная печь. Затейливое узорочье керамического убранства столовой сочетало древне-русские мотивы и стилизованные элементы стиля Модерн и было полностью изготовлено на фабрике Кузнецова в Твери. После революции 1917 года и национализации усадьбы от первоначального убранства сохранились лишь отдельные элементы, которые находятся в коллекции Государственного Исторического Музея в Москве. Несколько фотографий интерьеров столовой из коллекции Алексея Бахрушина сохранились в архивах названного музея. По своему стилю предлагаемая ваза органично подходит к стилю керамического декора и, вероятнее всего, происходит из коллекции вещей, входивших в интерьерное убранство столовой, созданной фантазией Ф. Шехтеля.

For additional information on Shchekhtel's interior decoration of Kuznetsov dining room see: 'V russkom stile', Antikvariat, predmety iskusstva i kollektsionirovaniia, December 2005, issue 12, pages 80-83.

A LARGE SILVER-GILT AND ENAMEL TRUNK-FORM BOX

11th Artel, Moscow, 1908-1917 rectangular form with hinged lid and handles, the lid and sides decorated in polychrome filigree enamel featuring Usolsk-style pink blooms with green foliage, borders outlined with geometric motifs in

translucent and matte blue and green enamel, further highlighted with clusters on granulation and elaborate wirework, the handles and front clasp similarly enamelled, raised on four bracketed feet, the verso of the lid is counterenamelled in bright red over sunburst engine turned ground, gilded interior, 84 standard

length: 26.4cm (10 3/8in).

£70,000 - 90,000 US\$86,000 - 110,000 €78,000 - 100,000

Provenance

Sotheby's, New York, April 22, 2009, lot 259 Acquired by the present owner at the above





SET OF TWELVE SOUP PLATES FROM THE GURIEV SERVICE Imperial Porcelain factory, period of Emperor Alexander II circular form, centered with a large gilded rosette, borders with a gilded band and a wide classical ornamental border painted in gold against red-brown ground, marked under base, (12) diameter: 24cm (9 1/2in).

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



A TÊTE-À-TÊTE PORCELAIN TEA SERVICE

Popov Factory, late 19th century comprising: a teapot with lid, a creamer, a biscuit serving platter and a pair of saucers and cups with lids, all painted in dark blue colour with white reserves centered with polychrome floral bouquets, with delicate gilded ornamentation, marked under base, (7) height of the teapot: 19cm (7 1/2in).

£5,000 - 8,000 U\$\$6,100 - 9,800 €5,600 - 8,900

Provenance

Bonhams, London, December 1, 2010, lot 258





A PAIR OF PORCELAIN URNS WITH COVERS

Imperial Porcelain Factory, after models by August Spiess, painted decoration probably after designs by S. Romanov, period of Emperor Alexander III, dated '89'

the cylindrical two-handled vases painted with classical figures representing Night, Day, Dawn and Sunrise amidst arabesques, mythological creatures and floral garlands, the lobed bases and flared socles painted in muted hues, the domed lids similarly decorated with acanthus leaves in high relief and finials modelled as sun-flowers, marked under foot (2) height with lid: 42cm (16 1/2in).

£30,000 - 40,000 US\$37,000 - 49,000 €33,000 - 45,000

Provenance

Sotheby's, London, June 12, 2007, lot 336 Acquired by the present owner at the above



A SILVER GUILLOCHÉ, CHAMPLEVÉ AND PLIQUE-A-JOUR **ENAMEL TAZZA**

11th Artel, Moscow, 1908-1917, with inventory number 3197 circular bowl, on a tapering stand terminating in a domed circular foot enamelled with varicolour interlacing bands, geometric motifs and engraved monogram 'FW', the bowl centering a medallion enamelled in transluscent red over a wavy guilloché ground, withing geometric ornament in varicolour champlevé enamel, red guilloché and pliquea-jour floral bands, the exterior of the bowl with similar decoration, 84 standard

diameter: 20.3cm (8 in).

£12,000 - 15,000 US\$15,000 - 18,000 €13,000 - 17,000



A PARCEL-GILT TEA-CADDY SET

Pavel Ovchinnikov, Moscow, 1887, shovel is marked 1886 comprising one caddy for tea in a square bottle form with fitted stopper and detachable cover, second sugar caddy of a cube form with hinged lid, a sugar shovel, a sugar tongs, strainer and lemon fork, each engraved with Cyrillic monogram 'AN', gilded interiors, in original fitted wooden case with a drop-front panel, interior lined with light blue silk, fitted with presentation plaque, 84 standard

the height of a larger caddy: 14cm (5 1/2in).

£15,000 - 20,000 US\$18,000 - 25,000 €17,000 - 22,000

Provenance

Probably a gift from Women's Patriotic Institute to one of its patrons, March 21, 1888 Christie's, November 24, 2008, lot 94 Acquired by the present owner from above









AN IMPORTANT PRESENTATION SILVER-GILT PUNCH SET

Pavel Ovchinnikov, Moscow, 1889

comprising: a large bratina on a raised tapering foot, six small drinking cups, a ladle and a large circular stand on four ball feet; bratina with rows of lobes in repousse featuring bearded masks and mythical beasts within traditional Russian 17th century ornamentation against stippled ground, the border with engraved presentation inscription in German, the small cups with repousse lions and hares on exterior and shells, squids, fish on the interior, with a large whale coiling on the bottom, all with flat ogee-shaped handles chased with heraldic birds, a ladle and stand decorated en suite, 84 standard (9) diameter of the tray: 41cm (16in.)

£90,000 - 120,000 US\$110,000 - 150,000 €100,000 - 130,000

Provenance

Presented by the Grand Duke Sergei Alexandrovich and his wife to th officers of the Artillery Regiment of the Grand Duke of Hesse in 1890 Christie's, Geneva, May 12, 1981, lot 45 Christie's, London, November 29, 2010, lot 295 Acquired from above by the present owner

The inscription around the rim reads 'Grossfuerst u. Grossfuerstin Sergei von Russland dem Offiziercorps des Grossherzoglich Hessiche Feld-Artillerie-Regiments No.25 zur Feier seines 100 jaehrigen glorreichen Bestehens 6 April/25 Maerz 1890 St. Petersburg'.

For similar example of commemorative bratina presented from Emperor Alexander II to the German Uhlan regiment No3, see: Sotheby's, New York, April 30 - May 1, 2003, lot 24.











135* ASILVER GILT AND ENAMEL SUGAR BOWL WITH SUGAR TONGS

Moscow, 1898-1908, maker's mark 'VA', with later Soviet marks,

tongs: 11 Artel, Moscow, 1908-1917 octagonal form with swing handle, sides in filigree enamel with traditional Russian ornamentation within ogee-shaped forms, with

associated tongs, 84 standard diameter: 11.5cm (4 1/2in).

£4,000 - 6,000 US\$4,900 - 7,400 €4,500 - 6,700

OTHER PROPERTIES

136*

AN EARLY SOVIET PORCELAIN PLATE 'RED RIBBON'

Imperial Porcelain Factory, St. Petersburg, masked mark, with later Lomonosov Porcelain Factory mark, after design by Sergei Chekhonin, dated 1922

circular, rim with garland of stylized red ribbon and laurel leaves, center painted with a hammer, a sickle and a stalk of wheat, marked under

diameter: 15.8cm (6 1/4in).

£3,000 - 4,000 US\$3,700 - 4,900 €3,400 - 4,500



137*****

A SMALL PORCELAIN PLATE

Lomonosov Porcelain Factory, after design by Sergei Chekhonin (1878-1936)

circular, border with interlaced branches and alternating leaves in green, brown, black and grey leaves, gilded rim, marked on underside diameter: 14.5cm (5 5/8in.

£1,000 - 1,500 US\$1,200 - 1,800 €1,100 - 1,700

Provenance

Private collection, Russia Leonard Hutton Galleries, New York



138*

AN EARLY SOVIET PORCELAIN PLATE 'RED RIBBON'

Imperial Porcelain Factory, St. Petersburg, masked mark, with later Lomonosov Porcelain Factory mark, after design by Sergei Chekhonin, dated 1922

circular, rim with garland of stylized red ribbon and laurel leaves, center painted with a hammer, a sickle and a stalk of wheat, marked under

diameter: 15.8cm (6 1/4in).

£4,000 - 5,000 US\$4,900 - 6,100 €4,500 - 5,600





HARDSTONE STUDY OF WILD STRAWBERRIES IN A VASE

Russia, 20th century

jewelled and gold accents to nephrite and chalcedony wild strawberries and quartz flowerheads, arranged with hardstone leaves along five stems, one marked 750, all set in rock crystal vase with enamel base in the Fabergé taste

height: 16.7 (6 9/16in.)

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

140

HARDSTONE FLOWER STUDY OF BERRIES IN A VASE

Russian, 20th century

Jasper and nephrite berries with jasper leaves arranged along stemmarked 750 set in rock crystal vase in the Fabergé taste height: 14.9cm (5 7/8in.)

£3,000 - 5,000 US\$3,700 - 6,100 €3,400 - 5,600



141[≈] R

A JEWELLED GOLD BROOCH

Friedrich Koechli, St Petersburg, before 1899 shaped circular of floral openwork form with central diamond surrounded by cabochon rubies and diamond set border; fitted with later security chain diameter across: 2.6cm (1in.)

£4,000 - 5,000 US\$4,900 - 6,100 €4,500 - 5,600

142 No lot



A SILVER LIQUOR SET

Moscow, 1898-1908, master's mark in Cyrillic 'TR' probably for Timofei Rychagov, retailed by Khlebnikov Firm

comprising: a flask with a stopper, six small goblets, a circular tray; all engraved with floral and scroll motifs, in original fitted wooden box lined with cream velvet and stamped with Khebnikov Firm insignia, 84 standard

height of flask with stopper: 25.5cm (10in).

£4,000 - 6,000 US\$4,900 - 7,400 €4,500 - 6,700

Provenance

Private collection, Iran Thence by descent



ST. JOHN THE BAPTIST

Russia, 19th century finely painted in strong colours in Palekh style, the Saint surrounded by scenes of his life on a gilt ground. 61.5 x 52.5cm (24 x 20 1/2in).

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



144



ST. GEORGE AND THE DRAGON

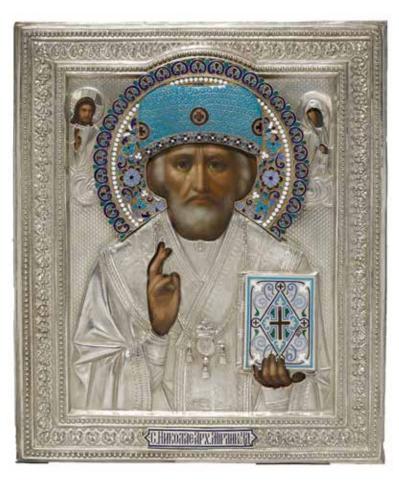
Crete, late 18th century with Saints Basil and Nicholas, prophets Moses, David, Solomon, Semen, Joseph and Ilija on the borders, with Christ in Majesty above; traditionally painted in vibrant colours with upper and lower borders chiselled with geometric pattern 63 x 43.5 cm (24 13/16 x 17 1/8 in).

£4,000 - 6,000 US\$4,900 - 7,400 €4,500 - 6,700



145





146

CHRIST PANTOCRATOR

maker's mark in Cyrillic 'Lyubavin', 1908-197, St.Petersburg very finely painted in miniature style on gilt ground, inscribed in Cyrillic 'painted by Chirikov workshop, Moscow, 1909' (lower right); surrounded by scrolled decoration in repoussé chased and engraved oklad

15 x 13cm (5 7/8 x 5 1/8in).

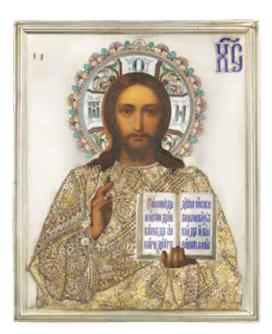
£1,500 - 2,000 US\$1,800 - 2,500 €1,700 - 2,200

147*

ST. NICHOLAS THE MIRACLE WORKER

Moscow, before 1898, workmaster mark in Cyrillic 'VA' realistically painted, oklad finely chased, Gospel cover and inscription along bottom edge are enamelled in champleve enamel, crown of the saint and attached halo are enamelled in filigree enamel, 84 standard 26.8 x 22.5cm (10 1/2 x 8 3/4in).

£4,000 - 6,000 US\$4,900 - 7,400 €4,500 - 6,700





148

CHRIST PANTOCRATOR

1st Artel, Moscow, 1908-17

realistically painted in silver oklad applied with cloisonné enamel halo and champlevé enamel gospel, Christ in applied filigree vestments the filigree vestment, book of Gospels and halo with 1st Artel mark 18 x 14.5cm (7 x 5 1/2 in.)

£1,000 - 1,500 US\$1,200 - 1,800 €1,100 - 1,700

149

ST. JOHN IN SILENCE

maker's mark in Cyrillic 'E.B', St.Petersburg, 1783 traditionally painted in strong colours with Saints Fedor and Marina on the borders in repoussé chased and engraved silver-gilt oklad with a

31 x 27.5cm (12 x 10 1/2in).

£1,500 - 2,000 US\$1,800 - 2,500 €1,700 - 2,200



151



152

150

ENTRY INTO JERUSALEM

Crete, late 18th century finely painted with strong colours on a gilt ground $38 \times 29 \ cm \ (14\ 15/16 \times 11\ 7/16\ in)$.

£2,000 - 3,000 US\$2,500 - 3,700 €2,200 - 3,400

151*

RESURRECTION OF CHRIST

Russia, 19th century traditionally painted in rich, dark hues of brown, green and dark red, with gilded halos and highlights $31 \times 26.5 \text{cm}$ (12 $1/4 \times 10 \text{ 1/2in}$).

£3,000 - 5,000 US\$3,700 - 6,100 €3,400 - 5,600

152*****

CHRIST IN MAJESTY

Cretan school, circa 1700

finely painted in strong colours, Christ enthroned, his right hand raised in blessing, his left holding the open Gospels, the elaborate throne and footstool with the emblems of the four Evangelists on gilt-ground within carved raised borders

84 x 52.5cm (33 x 20 1/2in).

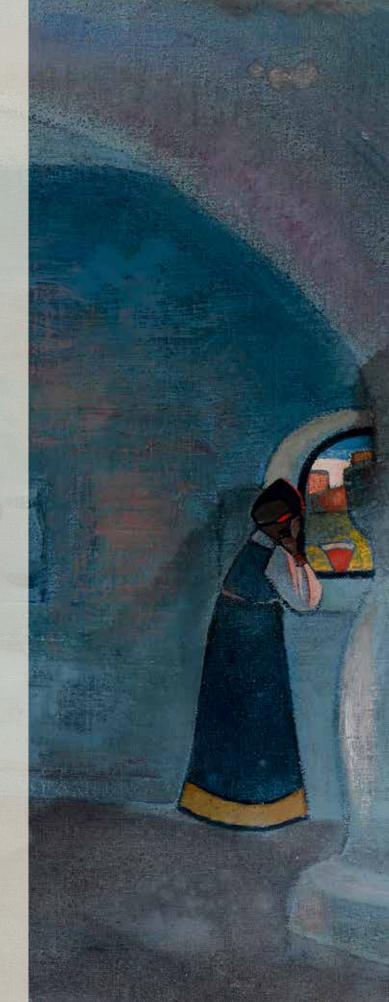
£10,000 - 15,000 US\$12,000 - 18,000 €11,000 - 17,000

For a similar composition please refer to the icon in the Byzantine Museum in Athens painted by Emmanuel Tsanes, dated 1664, described and illustrated in *Eikones tis Kritikis Texnis*, ed. M. Chatzidakis, Iraklion, 1993, no. 217, pp. 570-571.

END OF SALE

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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.

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3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

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

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

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

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

Alterations

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

THE *LOT* IS AVAILABLE FOR INSPECTION AND YOU MUST FORM YOUR OWN OPINION IN RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY *LOT* OR HAVE IT EXAMINED ON YOUR BEHALE REFORE 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 I ots 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 I of 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 I of is knocked down by the Auctioneer at the fall of the Auctioneer's hammer. Any dispute as to the highest acceptable bid will be settled by the Auctioneer in his absolute discretion. All bids tendered will relate to the actual Lot number announced by the Auctioneer. An electronic currency converter may be used at the Sale. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the Sale and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the Sale. At some Sales, for example, jewellery Sales, we may use screens on which images of the Lots will be projected. This service is provided to assist viewing at the Sale. The image on the screen should be treated as an indication only of the current Lot. It should be noted that all bids tendered will relate to the actual Lot number announced by the Auctioneer. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

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

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

25% up to £100,000 of the Hammer Price 20% from £100,001 to £2,000,000 of the Hammer Price 12% from £2,000,001 of the Hammer Price

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

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

 Hammer Price
 Percentage amount

 From €0 to €50,000
 4%

 From €50,000.01 to €200,000
 3%

 From €200,000.01 to €350,000
 1%

 From €350,000.01 to €500,000
 0.5%

 Exceeding €500,000
 0.25%

8. VA

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

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

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

9. PAYMENT

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

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

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

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

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

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

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

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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

any delay in obtaining such licence(s) shall not permit the rescission of any Sale nor allow any delay in making full payment for the Lot. Generally, please contact our shipping department before the Sale if you require assistance in relation to excort 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 dutv. restitutionary claim or otherwise. In any circumstances where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

Comment in this Catalogue is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending Bidder unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective Bidders are advised to consult the "of bore and wall-thickness measurements posted in the saleroom and available from the department. Bidders should note that guns are stripped only where there

is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

Lots marked with a '\$58' 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

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.

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

Corks and Ullages

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

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

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

CB - Château bottled

DB - Domaine bottled

EstB – Estate bottled BB – Bordeaux bottled

BE - Belgian bottled FB - French bottled

GB – French bottled

OB - Oporto bottled

UK - United Kingdom bottled

owc- original wooden case

iwc - individual wooden case

oc - original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Δ Wines lying in Bond.
- AR An Additional Premium will be payable to us by the Buyer to cover our Expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- O 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 LISΔ
- •, †, *, 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, it's fitness for any purpose and its conformity with any Description is limited. You are strongly advised to examine the Lot for yourself and/or obtain an independent examination of it before you buy it.

1 THE CONTRACT

- 1.1 These terms 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 Saller 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 Buver.

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
- 8.2 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. 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

- 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.

PAYMENT

5.1

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

7 COLLECTION OF THE LOT

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

8 FAILURE TO PAY FOR THE LOT

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

THE SELLER'S LIABILITY

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

10 MISCELLANEOUS

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

- If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
- 10.4 Any notice or other communication to be given under the Contract for Sale must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the Seller, addressed c/o Bonhams at its address or fax number in the Catalogue (marked for the attention of the Company Secretary), and if to you to the address or fax number of the Buyer given in the Bidding Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 10.5 If any term or any part of any term of the Contract for Sale is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 10.6 References in the Contract for Sale to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.
- 10.7 The headings used in the Contract for Sale are for convenience only and will not affect its interpretation.
- 10.8 In the Contract for Sale "including" means "including, without limitation".
- 10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the Contract for Sale confers (or purports to confer) on any person who is not a party to the Contract for Sale any benefit conferred by, or the right to enforce any term of, the Contract for Sale.
- 10.12 Where the Contract for Sale confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller, it will also operate in favour and for the benefit of Bonhams, Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

- 1.1 These terms govern the contract between Bonhams personally and the Buyer, being the person to whom a Lot has been knocked down by the Auctioneer.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the Notice to Bidders, printed in the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the Notice to Bidders the Contract for Sale of the Lot between you and the Seller is made on the fall of the Auctioneer's hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and Bonhams on the terms in this Buyer's Agreement.
- 1.4 We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless Bonhams sells the Lot as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1 we will, until the date and time specified in the Notice to Bidders or otherwise notified to you, store the Lot in accordance with paragraph 5;
- 1.5.2 subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller:
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, Guarantee, warranty, representation of fact in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the Notice to Bidders, you must pay to us by not later than 4.30pm on the second working day following the Sale:
- 3.1.1 the Purchase Price for the Lot;
- 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* on each lot, and
- 3.1.3 if the Lot is marked [AR], an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2 You must also pay us on demand any Expenses payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the Buyer's Premium, the Commission payable by the Seller in respect of the Lot, any Expenses and VAT and any interest earned and/or incurred until payment to the Seller.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the Purchase Price, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the Purchase Price of each Lot and secondly pro-rata to pay all amounts due to Bonhams.

4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified, by 4.30pm on the seventh day after the Sale.
- 4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.

- 4.4 If you have not collected the Lot by the date specified in the Notice to Bidders, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "Storage Contract") with the Storage Contractor for the storage of the Lot on the then current standard terms and conditions agreed between Bonhams and the Storage Contractor (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of Ω3 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.
 - .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

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the Lot is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the Seller):
- 7.1.1 to terminate this agreement immediately for your breach of contract:
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the Purchase Price) and/or damages for breach of contract:
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof:
- 7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so:
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other Expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the Purchase Price of the Lot (or where you have purchased more than one Lot pro-rata towards the Purchase Price of each Lot) and secondly to the Buyer's Premium (or where you have purchased more than one Lot pro-rata to the Buyer's Premium on each Lot) and thirdly to any other sums due to us.
- 7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any Sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

- 8.1 Whenever it becomes apparent to us that the Lot is the subject of a claim by someone other than you and other than the Seller (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the Lot in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
- 8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*: and/or
- 8.1.2 deliver the Lot to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the Lot, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
- 8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

9 FORGERIES

- 9.1 We undertake a personal responsibility for any Forgery in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the Lot is or may be a Forgery, and in any event within one year after the Sale, that the Lot is a Forgery; and
- 9.2.3 within one month after such notification has been given, you return the Lot to us in the same condition as it was at the time of the Sale, accompanied by written evidence that the Lot is a Forgery and details of the Sale and Lot number sufficient to identify the

- .3 Paragraph 9 will not apply in respect of a Forgery if:
- 9.3.1 the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
- 9.3.2 it can be established that the Lot is a Forgery only by means of a process not generally accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
- 9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.
- 9.5 If we are satisfied that a Lot is a Forgery we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the Purchase Price, Buyer's Premium, VAT and Expenses paid by you in respect of the Lot.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph will cease.
- 9.8 Paragraph 9 does not apply to a Lot made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a Stamp or Stamps or a Book or Books.

10 OUR LIABILITY

- We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in respect of it, made by us or on our behalf or by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.
- 10.2 Our duty to you while the Lot is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the Lot or to other persons or things caused by:
- 10.2.1 handling the Lot if it was affected at the time of Sale to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

- 10.3.1 We will not be liable to you for any loss of Business, Business profits, revenue or income or for loss of Business reputation or for disruption to Business or wasted time on the part of the Buyer's management or staff or, if you are buying the Lot in the course of a Business, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
- 10.3.2 Unless you buy the Lot as a Consumer, in any circumstances where we are liable to you in respect of a Lot, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot plus Buyer's Premium (less any sum you may be entitled to recover from the Seller) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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 ${\it Lot}$ and that invoice has been paid; and

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

- 12.1 You may not assign either the benefit or burden of this agreement.
- 12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
- 12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
- 12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to Bonhams marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the Contract Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 12.6 References in this agreement to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.

- 12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 12.8 In this agreement "including" means "including, without limitation".
- 12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 12.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of Bonhams, it will also operate in favour and for the benefit of Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

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

words "we", "us" and "our".

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

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