

An impressionist painting of a snowy forest path. The scene is filled with tall, slender trees, their branches and leaves rendered in a dappled, textured style with various shades of green, blue, and white. A path of snow leads from the bottom left towards the center. In the lower left, a group of people in winter clothing are walking. Further up the path, a horse-drawn carriage is visible, with a horse and a driver. The overall atmosphere is bright and airy, with a focus on light and color over fine detail.

THE RUSSIAN SALE

Wednesday 6 June 2018

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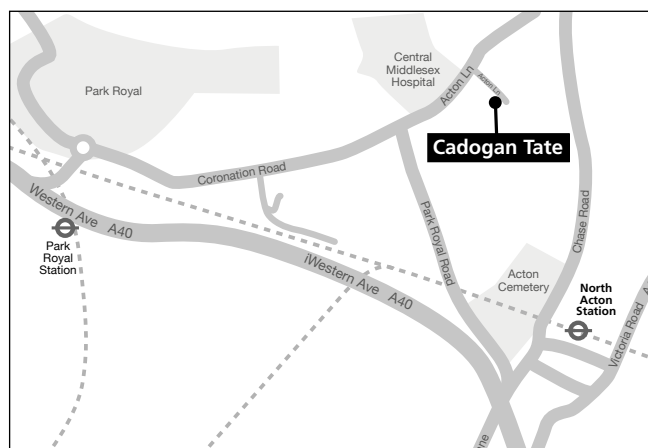
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1

NIKOLAI SERGEEVICH MATVEEV (1855-1939)

View of Kremlin and Bolshoy Moskvoretsky Bridge in spring
signed in Cyrillic (lower right)

gouache on paper laid on cardboard
39.5 x 60.5cm (15 9/16 x 23 13/16in).

£4,000 - 6,000

US\$5,700 - 8,500

€4,600 - 6,900



2

2

**MIKHAIL ALEKSANDROVICH ZICHY
(1829-1906)**

Runaway carriage
signed in Latin (lower right)
pencil and watercolour heightened with
white bodycolour on card
18 x 26.6cm (7 1/16 x 10 1/2in).

£3,000 - 5,000
US\$4,300 - 7,100
€3,400 - 5,700



3

3

**MIKHAIL ALEKSANDROVICH ZICHY
(1829-1906)**

Hero and Leander
signed in Latin (lower right); titled
'Hero and Leander' (lower middle)
pencil and watercolour heightened with
white bodycolour on card
24 x 17.4cm (9 7/16 x 6 7/8in).

£3,000 - 5,000
US\$4,300 - 7,100
€3,400 - 5,700

4

**MIKHAIL ALEKSANDROVICH ZICHY
(1829-1906)**

Death scene from the Crimean war
signed in Latin and dated '1854' (lower right)
pencil and watercolour heightened with white
bodycolour on card
20.7 x 29.8cm (8 1/8 x 11 3/4in).

£3,000 - 5,000

US\$4,300 - 7,100

€3,400 - 5,700



4

5

**PETR NIKOLAEVICH GRUZINSKY
(1837-1892)**

Hunting scene
signed in Cyrillic and dated '1870'
(lower right); further signed with
monogram (centre)
oil on canvas
35 x 26cm (13 3/4 x 10 1/4in).

£8,000 - 12,000

US\$11,000 - 17,000

€9,200 - 14,000

Provenance

Private collection, UK



5



6*

**NIKOLAI VASILIEVICH KHARITONOV
(1880-1944)**

On Christmas Eve
signed in Cyrillic and dated '16' for 1916
(lower right), verso with later inscription in
Cyrillic "Property of E.A. Osipova"
oil on canvas
89.5 x 67cm (35 1/2 x 26 1/2in).

£4,000 - 6,000
US\$5,700 - 8,500
€4,600 - 6,900

Provenance

Acquired from the Hammer Gallery, USA,
circa 1929
Thence by descent
Private collection, Colorado

6



7

**ELENA PETROVNA SAMOKYSH-
SUDKOVSKAYA (1863-1924)**

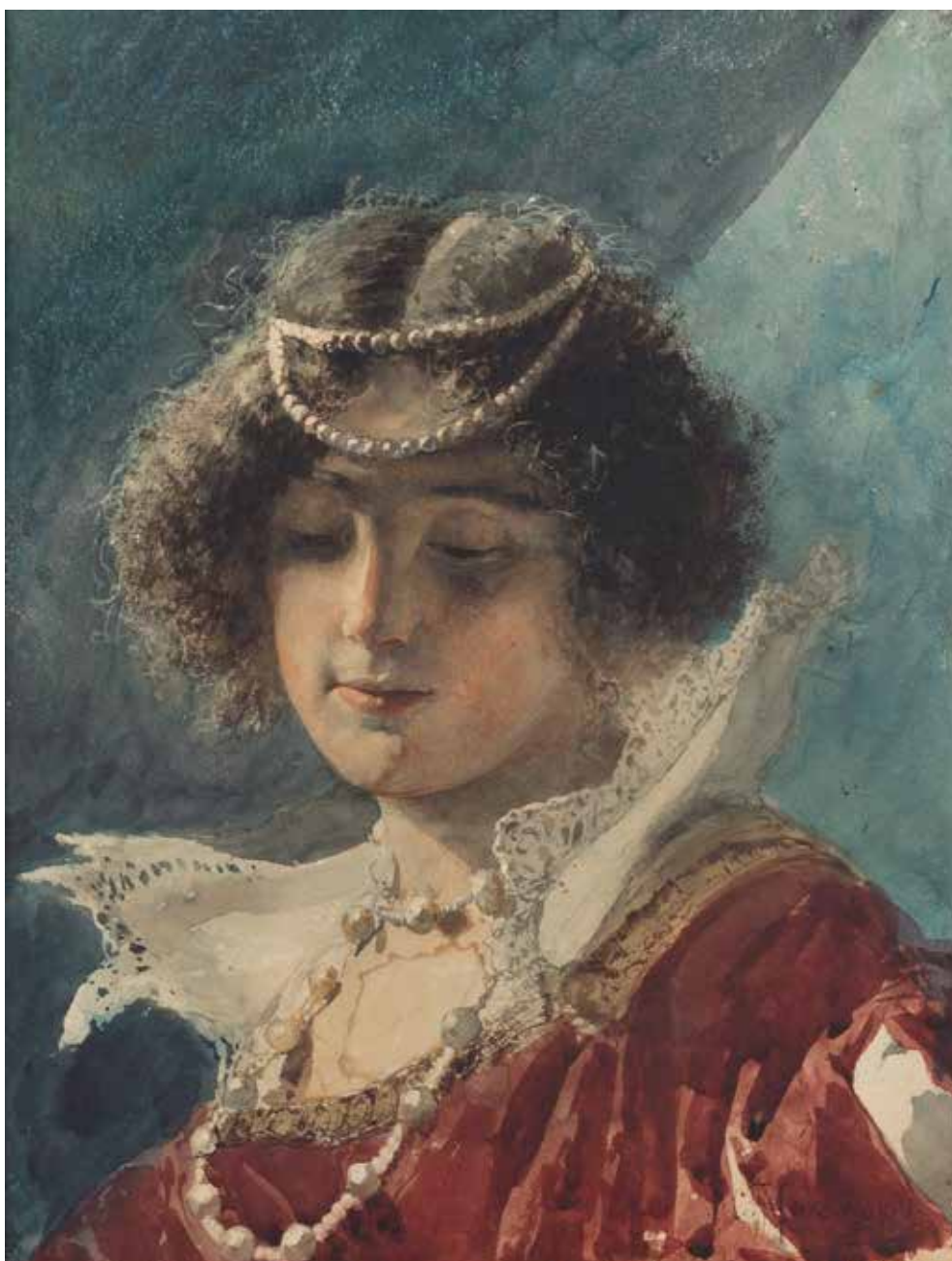
Troika
signed in Cyrillic (lower left)
watercolour on paper laid on cardboard
49 x 60cm (19 5/16 x 23 5/8in).

£2,000 - 3,000
US\$2,800 - 4,300
€2,300 - 3,400

Provenance

Private collection, UK

7



8

KONSTANTIN EGOROVICH MAKOVSKY (1839-1915)

Portrait of a young woman
signed in Latin (lower right)
watercolour on paper
34 x 27.5cm (13 3/8 x 10 13/16in).

£8,000 - 10,000

US\$11,000 - 14,000

€9,200 - 11,000

Provenance

Acquired in Italy by the father of the present owner
Private collection, England

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9

9

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

Still life with larkspurs and daisies
signed in Latin (lower left)
watercolour on paper
34.5 x 28cm (13 9/16 x 11in).

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



10

10

LEV TCHISTOVSKY (1902-1969)

Orchids
signed in Latin (lower right)
oil on composite board
24.5 x 19cm (9 5/8 x 7 1/2in).

£2,000 - 4,000
US\$2,800 - 5,700
€2,300 - 4,600

Provenance

Frost & Reed Ltd., London
(gallery label on verso)
Private collection, Wales



11



12

11
BORIS VASILIEVICH SMIRNOV (1881-1954)
 Easter still life
 signed in Cyrillic and dated '1904' (lower right)
 watercolour on paper
 43 x 61cm (16 15/16 x 24in).

£2,000 - 4,000
 US\$2,800 - 5,700
 €2,300 - 4,600

12
SERGEI SOLOMKO (1867-1928)
 The handsome boyar
 signed in Cyrillic (lower right)
 watercolour on paper
 15 x 28cm (5 7/8 x 11in).

£2,000 - 3,000
 US\$2,800 - 4,300
 €2,300 - 3,400

THE ESTATE OF A SCOTTISH GENTLEMAN

13

ALEXEI ALEXEEVICH HARLAMOFF (1840-1925)

The red shawl

signed in Latin (lower right)

oil on canvas

61.7 x 46.5cm (24 5/16 x 18 5/16in).

£40,000 - 60,000

US\$57,000 - 85,000

€46,000 - 69,000

Provenance

John Kirkhope Young of The Tower, Murrayfield Drive, Edinburgh,
founder of The John Kirkhope Young Endowment Fund in 1942

Thence by descent to his niece, Nina Scott, in the late 1960s

Thence by descent to the estate of the late owner, a Scottish
gentleman and husband of the above





VARIOUS PROPERTIES

14

GAVRIL PAVLOVICH KONDRATENKO (1854-1924)

Landscape with a boat

signed in Cyrillic and dated '84' (lower left)

oil on canvas

134 x 80cm (52 3/4 x 31 1/2in).

£20,000 - 30,000

US\$28,000 - 43,000

€23,000 - 34,000

Provenance

Private collection, Spain



15

KONSTANTIN IVANOVICH GORBATOV (1876-1945)

A view of Nizhny Novgorod

signed in Cyrillic and dated '1921' (lower left)

oil on board

31.5 x 41cm (12 3/8 x 16 1/8in).

£20,000 - 30,000

US\$28,000 - 43,000

€23,000 - 34,000

Provenance

Gifted by a Russian patient to a Spanish doctor

Thence by descent to a private Spanish collection

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

PRIVATE COLLECTION, USA

16 *

NIKOLAI FECHIN (1881-1955)

Still life with daisies

signed in Latin (lower left)

oil on canvas

61.3 x 51cm (24 1/4 x 20in).

£100,000 - 150,000

US\$140,000 - 210,000

€110,000 - 170,000

Provenance

Acquired by a private American collector at Biltmore Galleries
Los Angeles, California/Scottsdale, Arizona, 1986

Archives

Archive Nedra Mateucci Galleri, Santa Fe, NM, USA, reproduction
Archive GP Gallery, Santa Fe, NM, USA, reproduction

Literature

G.P. Tuluzakova, *Nikolai Fechin*, Zolotoi vek, St. Petersburg, 2007
(reprint of 2010, 2013), p. 153, illustrated

G.P. Tuluzakova, *Nicolai Fechin: The Art and the Life*, Fechin Art
Reproductions, San Cristobal, 2012, p. 397, illustrated

Fechin's artistic legacy is mostly dominated by his mesmerising portraits, however throughout his life he executed a few remarkable still lifes. The offered lot, *Still life with Daisies*, was most probably painted in the 1930s when Nikolai Fechin moved from New York to Taos, New Mexico. After developing tuberculosis doctors recommended the artist to move to a drier climate. Taos - a developing art centre in an outstanding natural setting - became the artist's home for many years. This period became one of the most fruitful and bright periods in his artistic career. "Taos possessed some important elements which appeared to be exceptionally attractive for everyone. It was primarily the natural beauty of the place but also the cultures of the Pueblo and Spanish-American heritage" (Galina Tuluzakova, *Nikolai Fechin*, 2007, p. 233).

After moving to Taos, the artist focused on a new style of painting. Inspired by the rich culture of the native people, he found freedom in colour and his brushwork became broader and freer. Fechin's artistic approach became focused on revealing internal form and essence of his subjects as the artist experienced the influence of the bright colours of local nature and Taos cultural heritage. The artist's palette changed; he began gravitating towards intense colours; contrasts between tones became more evident. In the present work, *Still life with Daisies*, the saturated and dense earthly tones of browns and reds are juxtaposed with fresh and delicate whites of the daisies. Here, Fechin creates depth and volume by varying thickness of paint impasto, intensity of brushstrokes, and by utilizing the texture of the tinted canvas visible to the viewer. "The principle of construction remains the same, whatever the form is. So the artist should begin by studying the essence of form... As soon as that understanding is formed - what the artist wants to portray and by what means - he must begin to construct, to sculpt... Once the form is created, the construction lines which helped in the initial process disappear, simply contributing to the realism of the form..." (N.I. Fechin, *Iskusstvo, Manuscript on Russian Private archive*, USA, p. 38).

We are grateful to Galina Tuluzakova for her assistance in cataloguing this lot.

Творчество Николая Фешина в основном известно зрителю по его завораживающим портретам, однако за долгий творческий путь он неоднократно обращался и к другим жанрам, например, натюрморту. Представленный на предстоящий аукцион "Натюрморт с ромашками" скорее всего был написан в 1930-х годах, когда Николай Фешин перебрался из Нью-Йорка в Таос, штат Нью-Мексико. После продолжительной болезни, доктора посоветовали художнику переехать в местность с более сухим климатом. Таос - развивающийся центр искусства с яркой природой, стал домом художника на много лет. Таоский период является одним из самых плодотворных и сильных в его творческой карьере. «Таос обладал некоторыми важными элементами, которые оказались исключительно привлекательными для всех. Это была прежде всего естественная красота этого места, а также культуры Пуэбло и испанско-американского наследия» (Галина Тулузакова, *Николай Фешин*, 2007, с. 233). Можно с уверенностью сказать, что в Таосе начался новый живописный этап Фешина. Вдохновленный культурой местных жителей, многократно позировавших для портретов, художник обрел свободу в использовании цвета, его живописный мазок стал более свободным и широким.

Художественный язык Фешина, основанный на построении внутренней формы, обогатился благодаря яркому колориту южных цветов. Палитра художника изменилась, в ней стали преобладать интенсивные оттенки, контрасты между тонами стали более сильными. В «Натюрморте с ромашками» теплый и глухой фон с преобладанием красных и коричневых цветов противопоставлен ярким белым ромашкам на первом плане. Художник лепит форму, используя многочисленные динамичные мазки, линии, а также текстуру холста, видимую для зрителя. «Принцип построения остается неизменным, независимо от формы. Поэтому художник должен начать с изучения конструкции формы... Как только появляется идея - то, что художник хочет изобразить и каким образом - он должен начать структурировать, организовывать... После того, как будет создана форма, линии, которые помогли в ее постепенном строительстве, перестают существовать, они просто участвуют в реальности формы...» (Н. Фешин, *Искусство, Рукопись по русскому частному архиву*, США, с. 38).

Мы благодарны Галине Тулузаковой за помощь в описании данного лота.

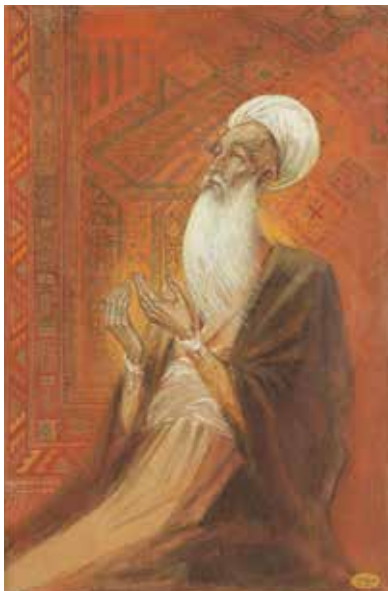




17



18



19

VARIOUS PROPERTIES

17

HUGO UNGEWITTER (1869-1944)

The tiger

signed in Latin (lower right)

watercolour on paper

45 x 65cm (17 11/16 x 25 9/16in).

£3,000 - 5,000

US\$4,300 - 7,100

€3,400 - 5,700

Provenance

Private collection, Trieste

Acquired from by above by the present owner

18

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

Still life with fruits

signed in Latin (lower right)

watercolour on paper

29 x 27cm (11 7/16 x 10 5/8in).

£3,000 - 4,000

US\$4,300 - 5,700

€3,400 - 4,600

19

PAUL MAK (1891-CIRCA 1967)

Mullah

signed in Latin and dated '1954' (lower right)

watercolour and gouache on paper

28.5 x 18.5cm (11 1/4 x 7 5/16in).

£1,500 - 2,000

US\$2,100 - 2,800

€1,700 - 2,300

Provenance

A wedding gift from Prince Gleb Nikolaevich Scherbatoff (1901-1966) to the present owner in Athens in 1958



20

20

STEPAN FEDOROVICH ALEXANDROVSKY (1842-1906)

Portrait of Nicholas II

signed in Cyrillic (lower right)

watercolour on paper

68 x 51cm (26 3/4 x 20 1/16in).

£20,000 - 30,000

US\$28,000 - 43,000

€23,000 - 34,000

Provenance

Private collection, Germany



21

21

ALEXEI ISUPOV (1889-1957)

Picnic

signed in Latin (lower left)

oil on canvas

54.5 x 40cm (21 7/16 x 15 3/4in).

unframed

£10,000 - 15,000

US\$14,000 - 21,000

€11,000 - 17,000

Provenance

Private collection, Italy



PROPERTY OF A PRIVATE COLLECTOR, COLORADO

22 *

PETR FEDOROVICH SOKOLOV (1787-1848)

Portrait d'une dame
signed in Latin (lower left)
pencil, watercolour on paper partially laid on card
20.5 x 16.5cm (8 1/8 x 6 1/2in).

£12,000 - 15,000

US\$17,000 - 21,000

€14,000 - 17,000

Provenance

Collection of Prince Argoutinsky-Dolgoroukov, Paris
A la Vieille Cité, 350 Rue Saint-Honore, Paris
Acquired from the above by a private New York collector, 2 April, 1980
Thence by descent

Exhibited

Brussels, *Exposition d'Art Russe Ancien et Moderne*, Palais des Beaux-Arts de Bruxelles, May - June 1928
Paris, *2e Exposition 'Pouchkine et Son Epoque'*, organized by Serge Lifar, Lycee Russe de Paris, 26 June - 10 July 1949, no. 63

Literature

Exposition d'Art Russe Ancien et Moderne, organisée par Le Palais des Beaux-Arts de Bruxelles, exhibition catalogue, Brussels, 1928, p. 51, listed as no. 242, with provenance listed as 'au prince Argoutinski-Dolgoroukov, Paris'



23 *

PETR FEDOROVICH SOKOLOV (1787-1848)

Portrait of Count Edmond Hahn

signed in Cyrillic (lower left)

pencil, watercolour on paper partially laid on card; backing card with attached original exhibition labels and label inscribed with the title and date
26.2 x 20.8cm (10 3/8 x 8 1/8in).

£10,000 - 15,000

US\$14,000 - 21,000

€11,000 - 17,000

Provenance

Collection of Vasilii Bogdanovich Khvochshinsky (exhibition label)

Christie's, New York, 17 October 1979, lot 202

Acquired from above by a private New York collector

Thence by descent

Exhibited

St. Petersburg, *Istoriko-khudozhestvennaya vystavka russkikh portretov*, Tavricheskii Palace, 1905 (exhibition label on verso)



labels (verso)

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24 *

VALENTIN ALEKSANDROVICH SEROV (1865-1911)

Portrait of an old woman in kerchief
signed with initials in Cyrillic and most likely dated '1885',
inscribed in pencil in Cyrillic 'Village Privol'e' (lower left)
oil on canvasboard
23.8 x 18.2cm (9 3/8 x 7 1/4in).

£40,000 - 60,000

US\$57,000 - 85,000

€46,000 - 69,000

Provenance

Grosvenor Gallery, 48 South Molton Street, London

Sotheby's, London, May 1980

Acquired from above by a private New York collector

Thence by descent



label (verso)



25 *

ISAAK ILYCH LEVITAN (1860-1900)

Snow-covered meadow
signed in Cyrillic (lower right)
pastel on artist board
52.8 x 56.5cm (20 7/8 x 29 3/4in).

£80,000 - 120,000

US\$110,000 - 170,000

€92,000 - 140,000

Provenance

St. Petersburg, Antiquités at Livres Russes, Paris, 1978
Acquired from above by a private New York collector
Thence by descent

That nature that so delighted Levitan with its beauty is entirely apparent in his paintings and the way in which the artist's oeuvre reflects the lyricism of the natural world, imbuing it with an epic tone. In letters to his close friend Anton Chekhov (1860-1904), Levitan confesses: "... Could there be anything more tragic than to feel the infinite beauty of the environment, to see the hidden mystery, to see God in everything and not to be able, in one's impotence, to express these great sentiments. " With a sincerity of feeling, the artist commits – even to the smallest drawing - a charm, infused with the spirituality of the Russian landscape.

In the 1890s, Levitan was particularly engaged in pastel painting and had begun to master the medium, notably in the artistic tone of his compositions and in his ability to execute a sketch rapidly, with conviction and accuracy. Between 1893 and 1895, Levitan showed mostly pastels at the exhibitions of the Moscow Society of Art Lovers, many of which had been completed before that period, according to the artist, V.I. Sokolov.

Winter landscapes are somewhat rare in the artist's oeuvre. During the winter months, Levitan was known to work in his studio on monumental canvases which were based on studies and sketches from his travels. The offered lot, *Snow-covered meadow* is reminiscent of the mood of *Winter Landscape* which is partially executed in tempera (mid-1890s, State Museum of Fine Arts, Republic of Tatarstan) and the watercolour, *Winter* (1895, Tretyakov Gallery).

The velvet texture of the pastel imparts a particular softness to *Snow-covered meadow*, with its endless distances extending beyond the horizon. The resonant silence, heavy in the damp air of a frosty day, suggests a sense of isolation and a weighty loneliness. At the same time, the composition - divided into equal parts by earth and sky - reflects both life and eternity, the indissoluble harmony of man and the universe.

We are grateful to Margarita Chizhmak, senior curator, The State Tretyakov Gallery, for providing this note.

Природа, так восхищавшая Левитана красотой и поэзией будничных мотивов, в произведениях мастера складывается в подлинную музыку мироздания, в которой лирические ноты удивительным образом приобретают поистине эпическое звучание. На страницах писем, адресованных своему близкому другу Антону Чехову (1860-1904), Левитан признается: « ...Может ли быть что трагичнее, как чувствовать бесконечную красоту окружающего, подмечать сокровенную тайну, видеть бога во всем и не уметь, сознавая свое бессилие, выразить эти большие ощущения». С искренним чувством исполнен им любой, пусть даже и небольшой графический лист, в каждом - проступает очарование мастера одухотворенностью русского пейзажа.

К технике пастели художник активнее всего обращался в 1890-е годы. К тому времени Левитан-рисовальщик добился значительных успехов в создании живописно-тональных композиций, освоил искусство быстрого наброска с его непогрешимостью и точностью линий. На протяжении 1893-1895 годов Левитан представлял на выставках Московского Общества любителей художеств преимущественно пастели, многие из которых, по свидетельству художника В.И.Соколова, были написаны ранее.

Примеров зимних пейзажей в творческом наследии мастера не столь много. Известно, что в зимние месяцы художник работал в мастерской над созданием монументальных полотен, в основе которых лежали привезенные из путешествий натурные этюды и эскизы. Пастель «Заснеженное поле» родственно по настроению и отчасти композиционно выполненному темперой «Зимнему пейзажу» (середина 1890-х, Государственный музей изобразительных искусств Республики Татарстан) и акварельной работе «Зима» (1895, ГТГ).

Бархатистая фактура пастели вносит особую мягкость в изображение «Заснеженного поля», с его бескрайними полями, уходящими за горизонт. Гулкая тишина, разлитая во влажном воздухе морозного дня, словно рождает чувство бесприютности и щемящего одиночества. Вместе с тем, композиция работы, разделенное на равные части пространство земли и неба, пространства жизни и вечности, будто обозначает нерасторжимую гармонию человека и мироздания. Почти монохромный пейзаж невероятно музыкален и содержателен по своему эмоциональному наполнению. Воздушным прикосновением черно-белых мелков пастели рождается особый образ природы, ее настроений.

Мы благодарны Чижмак Маргарите, старшему научному сотруднику отдела живописи второй половины XIX-XX века Государственной Третьяковской галереи, за помощь в описании данного лота.





26*

DMITRII SEMENOVICH STELLETSKY (1875-1947)

Oprichnik

signed in Latin (lower left)

graphite, watercolour, gouache on paper laid on card

25.3 x 17.8cm (10 x 7in).

£5,000 - 8,000

US\$7,100 - 11,000

€5,700 - 9,200

Provenance

St. Petersburg, Antiquités at Livres Russes, Paris, 1978

Acquired from above by a private New York collector

Thence by descent



27*

ALEXANDRE BENOIS (1870-1960)

Costume design for a Young Merchant, for unidentified 1936 production

signed in Latin and dated '1936' (lower left), inscribed in French (lower and upper right) and around the figure, further inscribed with number '42' (upper left); inscribed in Latin 'Peter Hanzen' (on verso)
pencil, watercolour and ink on paper
30 x 23cm (11 3/4 x 9 1/16in).

£2,000 - 3,000

US\$2,800 - 4,300

€2,300 - 3,400

Provenance

By repute acquired by a private New York collector at Christie's,
circa 1979
Thence by descent

28*

ISAAK ILYCH LEVITAN (1860-1900)

Rye field

signed in Cyrillic and dated '1883' (lower right); inscribed in Cyrillic

'Rye field. Presented for consideration of a silver medal to the

School Counsel' (on verso)

oil on canvas laid on board

22.3 x 32.7cm (9 3/16 x 12 7/8in).

£30,000 - 40,000

US\$43,000 - 57,000

€34,000 - 46,000

Provenance

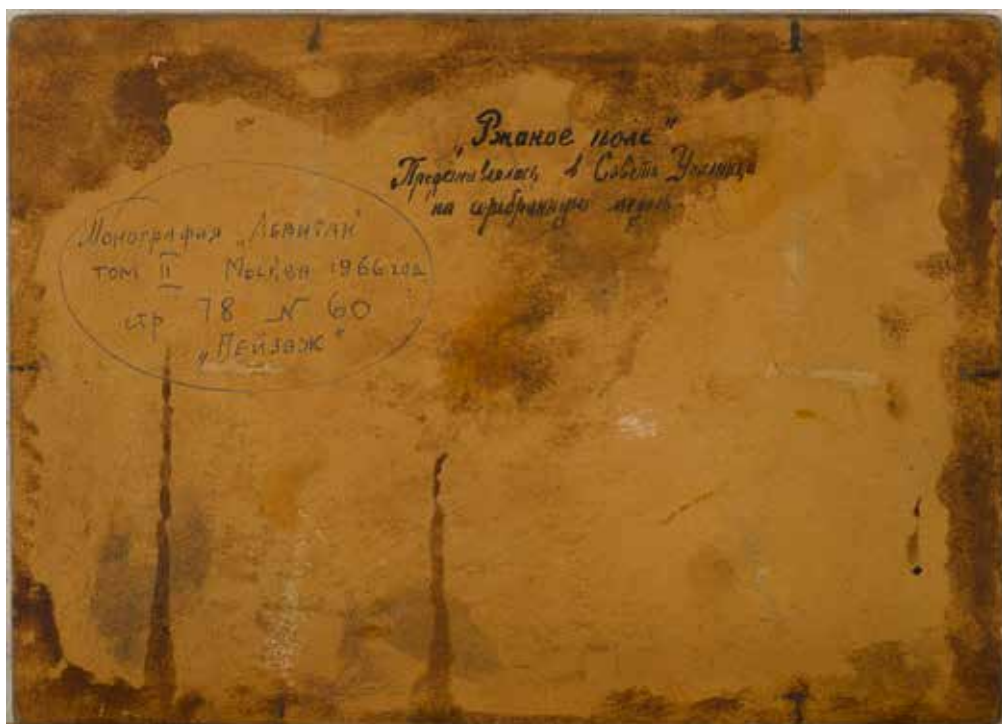
By repute acquired at Sotheby's, circa 1979

Thence by descent

Literature

A. Fedorov-Davydov, *I.I. Levitan*, Vol. 2, Moscow, 1966, p. 78, no. 60
titled 'Landscape'





inscription (verso)

"Levitan revealed to us what is hidden in every Russian landscape painting – the modesty and secrecy of his soul, his charm". So wrote Mikhail Nesterov of the artist. Levitan was destined to become the founder of a new direction in Russian landscape painting, that of the 'sentimental landscape', a sort of pathetic fallacy. The range of nature captured by Levitan, from *Golden Autumn*, drenched in amber sunlight, and the cheerful *March* (both 1895, Tretyakov Gallery), to river banks shrouded in dream-like twilight - all seem to echo the diversity of human emotion.

On entering the Moscow School of Painting, Sculpture and Architecture in 1873, the young Levitan immediately became an adherent of the study of landscape painting, at that time headed by Alexei Savrasov (1830-1897). Adoration of his teacher, a reverential love for Russian nature, the call to paint *en plein air*, to smell the scent of lilacs and to soak up the melancholy of an autumn park in the rain – all of these tenets were acquired by the student Levitan in his time at the school.

From the very beginning of his career as an artist, Levitan attracted the attention of Pavel Tretyakov (1832-1898), a Moscow collector who purchased his *Autumn day. Sokolniki* (1879, Tretyakov Gallery) from the Moscow School of Painting, Sculpture and Architecture exhibition. Tretyakov kept a close eye on the young artist and bought his paintings on an annual basis.

A significant milestone for Levitan was his participation in 1884 at the 12th Exhibition of the Association of the Wanderers with the painting

On the Plow Field (1883, Tretyakov Gallery). Gaining the recognition of such renowned artists as I. Shishkin, V. D. Polenov and I. Kramskoy instilled confidence in the 23 year-old artist.

Just prior to this, in 1883 Levitan had submitted a painting to the School Body for the award of a Silver Medal of Honour and the rank of artist, but he had received neither rank nor medal. It is thought that before showing the work to the School Body, Levitan decided to seek the advice of his teacher A.K. Savrasov, who at that time had fallen out with the School governors. Savrasov had inscribed "Silver Medal of Honour" on the back of the offered work, which had caused indignation and led to the negative decision of the School Body.

According to his close friend and classmate, Manul Aladzharov (1862-1939), the painting depicted a rye field with haystack mounds. The offered lot is a small study achieved with a lively, light brush that conveys the warm air of a quiet summer day. Dishevelled haystacks, gathered from bunches of golden ears, are scattered all over the field, hiding under a canopy of trees and the open sky. In this small work, Levitan masterfully conveys the expanse of the field and its apparently infinite bounds. The motif of the haystack was popular in paintings of the 19th century and was made famous in a series of paintings by Claude Monet. Levitan would again return to the theme with his own series of haystacks, peaceful beneath the moon.

We are grateful to Margarita Chizhmak, senior curator, The State Tretyakov Gallery, for providing this note.



signature

«Левитан показал нам то скромное и сокровенное, что таится в каждом русском пейзаже, - его душу, его очарование» - писал о художнике Михаил Нестеров. Мастеру суждено было стать основоположником нового направления в русской пейзажной живописи - «пейзажа-настроения». Палитра природных состояний, запечатленных Левитаном, от звонкой, пронизанной янтарными лучами солнца «Золотой осени» и жизнерадостного «Марта» (обе – 1895, Третьяковская галерея) до погруженных в сумеречные грезы речных берегов - словно вторит многообразию человеческих чувств.

Поступив в Московское Училище живописи, ваяния и зодчества в 1873 году, юный живописец почти сразу становится учеником пейзажного класса, в ту пору возглавляемого Алексеем Саврасовым (1830 – 1897). Заразительная любовь преподавателя, его особая, благоговейная любовь к миру русской природы, призывы «ступать вон из душных классов Училища», стремиться передать воздух, благоухающий ароматами расцветшей сирени, или же настроение погруженного в грустные раздумья дождливого осеннего парка – вот те заветы, что были усвоены молодым Левитаном еще в ученические годы.

Уже с первых шагов в искусстве молодой живописец обращает на себя внимание Павла Третьякова (1832-1898). Московский собиратель, приобретший с выставки МУЖВЗ картину «Осенний день. Сокольники» (1879, Третьяковская галерея), не выпускает художника из поля зрения, ежегодно пополняя свою коллекцию его произведениями.

Одним из значительных, рубежных этапов стало для Левитана участие в 1884 году на XII –й выставке Товарищества передвижных художественных выставок картиной «На пашне» (1883, Третьяковская галерея). Признание старших коллег - И.И.Шишкина, В.Д.Поленова, И.Н.Крамского вселило в 23 – летнего мастера уверенность в собственные творческие силы.

Незадолго до этого, в 1883 году, Левитан представил в Совет Училища картину на соискание большой серебряной медали и звания классного художника, но ни звания, ни медали так и не получил.

Существует версия, что перед показом произведения Совету, Левитан просил совета своего учителя А.К.Саврасова, находящегося в то время уже «в опале» у Училищного руководства. Учитель на обороте работы написал «Большая серебряная медаль», что вызвало возмущение и повлекло отрицательное решение Совета.

На картине, по свидетельству близкого друга и соученика по пейзажному классу Манула Аладжалова (1862-1939) было изображено ржаное поле с колнами сжатого хлеба. Небольшой этюд написан живой, легкой кистью, передающей теплый воздух неяркого летнего дня. Растрепанные стога, сложенные из охапок золотистых колосьев, разбросаны по всему полю – то укрывающиеся под сенью деревьев, то под открытым небом. Левитану в маленьком произведении мастерски удалось передать панораму, необъятную ширь русского поля, уходящего вдаль, за горизонт.

Сам мотив «стогов» в русской и мировой живописи был в 19 веке достаточно популярен и притягателен для художников - стоит вспомнить знаменитую серию полотен Клода Моне. Левитан еще раз обратиться к данному сюжету уже в позднем творчестве, создав свою серию стогов, умиротворенно «засыпающих» под луной.

Мы благодарны Чижмак Маргарите, старшему научному сотруднику отдела живописи второй половины XIX-XX века Государственной Третьяковской галереи, за помощь в описании данного лота.



29

29*

KONSTANTIN ANDREEVICH SOMOV (1868-1939)

Marquise

signed in Cyrillic (lower right), indistinctly inscribed (on verso)

pencil, watercolour and gold paint on artist's board

13 x 23cm (5 1/8 x 9 1/16in).

£6,000 - 8,000

US\$8,500 - 11,000

€6,900 - 9,200

Provenance

Sotheby's, London, March 1981, lot 89

Acquired from above by a private New York collector

Thence by descent



30

30*

KONSTANTIN ALEXEEVICH KOROVIN (1861-1939)

Costume design for a Village Maiden, for the ballet 'Little Humpback Pony'

signed in Latin and inscribed 'Paris' (lower left), further inscribed in Cyrillic 'Vill. Maiden' (lower right) and 'Ball. Little Humpback Pony' and number '20' (on top); further inscribed with number '4' (on verso)
pencil, watercolour, white and gold wash on paper
38.3 x 28.3cm (15 1/8 x 11in).

£2,000 - 4,000

US\$2,800 - 5,700

€2,300 - 4,600

Provenance

Acquired by a private New York collector at Sotheby's, London, circa 1975

Thence by descent



31 *

NATALIA SERGEEVNA GONCHAROVA (1881-1962)

Costume design for a court attendant of Queen of Shamakhan, for production of 'Le Coq d'Or' signed in Cyrillic (upper right), inscribed in Cyrillic (lower right); signed with artist's monogram in Latin, further inscribed in French with the title of production (on verso) pencil, gouache on card partially laid on board 33 x 29.3cm (13 x 9 1/4in).

£3,000 - 5,000
US\$4,300 - 7,100
€3,400 - 5,700

Provenance

By repute acquired by a private New York collector at Sotheby's, London, 1978
Thence by descent

Le Coq d'Or by N. Rimsky-Korsakov was composed as opera in 1907. In 1914 it was re-worked as opera-ballet and performed at the Palais Garnier by the Ballets Russes. All costume designs were created by Natalia Goncharova. The present work depicts a court attendant of Queen of Shamakhan, a ruler of an exotic locale referenced in the A. Pushkin fairy-tale 'Le Cog d'Or' (Zolotoi Petushok), which was based on Shamakhi region of present day Azerbaijan.

32 *

LEON BAKST (1866-1924)

Venice, Lido beach

signed in Latin (lower left)

oil on canvasboard

19.5 x 29.3cm (7 3/4 x 11 5/8in).

£30,000 - 40,000

US\$43,000 - 57,000

€34,000 - 46,000

Provenance

By repute acquired by a private New York collector at Sotheby's,

London, 1978

Thence by descent



verso





33

33 *

NATALIA GONCHAROVA (1881-1962)

'Apostle'

signed (upper right); inscribed 'N.G./#12/N.

Gontcharova/43 rue de Seine/Paris 6e/'Apotre'" (on verso)

and applied with paper labels from an unknown gallery

graphite on paper

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

£5,000 - 7,000

US\$7,100 - 10,000

€5,700 - 8,000

Provenance

Sotheby's Parke-Bernet, New York, 6 December 1979, lot 24

Acquired from the above by a private New York collector

Thence by descent

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

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

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



34

34 *

NIKOLAI KONSTANTINOVICH ROERICH (1874-1947)

Costume design for 'Le Sacre du Printemps,' circa 1910-1913

indistinctly inscribed (upper right) and numbered '47'

(upper left); with additional inscription in Latin 'Chorus Last

Act Priest' (on verso)

gouache on paper

31 x 35cm (12 3/16 x 13 3/4in).

£3,000 - 5,000

US\$4,300 - 7,100

€3,400 - 5,700

Provenance

By repute purchased by a private New York collector at Sotheby's, late 1970s

Thence by decent



35

Le Sacre du Printemps or *The Rite of Spring*, also known by its Russian title as *Vesna Svyashchennaya*, is one of the most controversial and famous of all Diaghilev's productions. At first entitled *The Great Sacrifice: A Tableau of Pagan Russia*, the story for the ballet grew out of Roerich's lifelong passion for mysticism and esoteric ritual, presenting the primitive rites of ancient man as he welcomed spring, the life-giver, and made sacrifice to Yarilo, the Sun God. The musical score by Igor Stravinsky featuring innovative complex rhythmic structures and the use of dissonance was highly unexpected and innovative. Vaslav Nijinsky's unusual choreography re-interpreting the primitive meaning of the dance provoked controversy that was to continue for many years. At the opening in Paris on 29 May, 1913, a member of the audience described the scene: 'Nothing that has ever been written about the battle of *Le Sacre du Printemps* has given a faint idea of what actually took place. The theatre seemed to be shaken by an earthquake. It shuddered. People shouted insults, howled and whistled, drowning out the music. There was slapping and even punching... the ballet was astoundingly beautiful.' Roerich later wrote: 'I remember how during the first performance the audience whistled and roared so that nothing could even be heard. Who knows, perhaps at that very moment they were inwardly exultant and expressing this feeling like the most primitive of peoples. But I must say this wild primitivism had nothing in common with the refined primitiveness of our ancestors, for whom rhythm, the sacred symbol, and refinement of gesture were great and sacred concepts.' Roerich changed the design several times between 1910 and the 1940s, considering this production a very important part of his artistic oeuvre. The present work is most likely a sketch for an early production of 1913.

35 *

IVAN YAKOVLEVICH BILIBIN (1876-1942)

Costume design for Anna Pavlova as a Swan Princess signed by artist's monogram in Cyrillic with depiction of a pyramid between two palm trees, and dated '1923' (lower right); inscribed with number '1' in pencil (upper left); with additional pencil drawing and inscription in Cyrillic (lower right) pencil, watercolour, gouache, silver pigment on card laid on board 37.5 x 27.7cm (14 3/4 x 10 7/8in).

£8,000 - 12,000

\$11,000 - 17,000

€9,200 - 14,000

Provenance

A La Vieille Cite, 350 rue Saint-Honore, Paris

Acquired from the above by a private New York collector, 1978-1979
Thence by descent

Designed for Anna Pavlova in 1923 for one-act ballet 'Old Russian Folklore' based on the theme of A. Pushkin's poem 'The Tale of Tsar Saltan'. Accompanied by music score by Nikolai Tcherepnine and choreographed by Novikov, it was premiered at Covent Garden in London on 17 September 1923. Bilibin's design for another scene in ballet is currently in the collection of the Ashmolean museum, England.

36 *

IVAN YAKOVLEVICH BILIBIN (1876-1942)

Seashore

signed with monogram in Cyrillic and dated '1936' (lower left)

graphite and pastel on paper laid on card

47.3 x 63cm (18 3/4 x 24 3/4in).

£6,000 - 8,000

\$8,500 - 11,000

€6,900 - 9,200

Provenance

St. Petersburg, Antiquités at Livres Russes, Paris, 11 May 1978

Acquired from above by a private New York collector

Thence by descent



37 *

ZINAIDA EVGENIEVNA SEREBRIAKOVA (1884-1967)

Self-portrait with brushes

signed and dated '1945' (lower left)

watercolour, gouache and oil on paper laid on board

60.5 x 46cm (23 3/4 x 18in).

£100,000 - 150,000

\$140,000 - 210,000

€110,000 - 170,000

Provenance

A la Vieille Cite, 350 Rue Saint-Honoré, Paris, circa 1978

Acquired from above by a private New York collector

Thence by descent

The self-portrait occupied a very important place in Zinaida Serebriakova's oeuvre. At every stage of her life she turned to this genre, starting with life in Russia and ending with her last days in France. Her self-portraits - executed in different media (oil, pastel, sanguine) - are a kind of picturesque diary of the artist. In them, the artist studies her face and the way it alters over time. For example, in her early self-portraits, Serebriakova appeals to the maternal and she is often surrounded by children. In other examples she portrays herself more formally, as an artist with the typical attributes of palette and brush. The offered lot *Self-portrait with brushes* was painted in Paris right after the war. It was a melancholy period for the artist and she painted a lot, even though she did not receive many commissions. Accustomed to painting from sitters, the artist faced the problem of a lack of models because her children were busy, and she was often alone. As such, her favourite genre came into its own. Self-portraits with oil (1942, 1945), sanguine (1944) and pencil and the present lot were painted during the war. Even at a difficult time in her life, Serebriakova portrays herself with a slight smile and with the symbol of her creativity: the palette and brush. The portrait is rendered with light brushstrokes and portrays her face finely. In it Serebriakova appears restful and, perhaps, in expectation of better times to come after the war.

A certificate of authenticity will be issued by the Zinaida Serebriakova Foundation on request

Автопортрет занимал очень важное место в творчестве Зинаиды Серебряковой. На каждом этапе жизни художница обращалась к этому жанру: начиная с пребывания в России и заканчивая последним днями во Франции. Автопортреты, выполненные в разных техниках (масло, пастель, сангина), – являются своеобразным живописным дневником художницы. На них она изучает свое лицо и изменения, связанные с временем и возрастом. Например, в ранних работах Серебрякова обращается к материнским образам, часто она окружена детьми, а в других, более официальных, она предстает в образе художника с атрибутами искусства. Представленный на аукцион *Автопортрет с кистями* был написан в Париже сразу после войны. В это трагическое время Серебрякова много работала, хотя заказов на портреты было не много. Привыкшая писать с натуры, художница столкнулась с проблемой отсутствия моделей. Дети художницы были заняты, и она часто бывала одна. Именно поэтому Серебрякова вновь обращается к любимому жанру - автопортрету. Автопортреты маслом (1942, 1945 гг.), сангиной (1944 г.) и карандашом и также представленный на торги, были написаны во время войны. Несмотря на тяжелое время и жизненные неурядицы художница изображает себя с легкой улыбкой, она продолжает писать, как символ ее творчества выступают палитра и кисти. Портрет выполнен в легкой эскизной манере с хорошо проработанными деталями лица. На нем отображено состояние покоя и, возможно, ожидание лучших времен после войны.

Сертификат, удостоверяющий подлинность произведения, будет выдан Фондом Зинаиды Серебряковой



PROPERTY FROM THE ESTATE OF RUSS A. LYON JR., ARIZONA

38 *

LEON SCHULMAN GASPARD (1882-1964)

Siberian Sleighriders

signed in Latin and dated '1921' (lower right)

oil on canvas laid on board

119.4 x 101.6cm (47 x 40in).

£250,000 - 450,000

\$360,000 - 640,000

€290,000 - 520,000

Provenance

Gerald P. Peters, Santa Fe, New Mexico

Berry-Hill Galleries, Inc., New York

Estate of Russ A. Lyon Jr., Arizona

Exhibited

New York, *Leon Gaspard (1882-1964)*, Berry-Hill Galleries,

6-23 May 1986, no. 9

Literature

Frederick D. Hill and James Berry Hill, *Leon Gaspard (1882-1964)*,
exhibition catalogue, New York, Berry-Hill Galleries, 1986, no. 9,
illustrated on cover and p. 14





signature

Leon Gaspard's paintings known for their post-impressionist styles and rich exotic subjects evoke a sense of kaleidoscopic richness of human existence, the diversity of cultures and, at the same time, they convey a sense of shared human experience. For more than fifty years, Gaspard travelled across four continents exploring natural wilderness and visiting ancient villages, old temples and busy cross roads, making sketches, documenting experiences, and capturing remarkable impressions of humanity of the twentieth century. Whether of the American Southwest, the Far East or his native Russia, Leon Gaspard's most celebrated canvases capture the essence and flavor of local cultures. Truly a 'citizen of the world' the artist was insatiably curious, well-travelled, adventurous and easily captivated by distant lands, and exotic cultures. Based on his artistic training and many years of travels he developed a unique and highly personal style of painting that continues to be highly praised today. Gaspard's paintings are a timeless legacy that continues to enrich lives and expand our understanding of the richness of human experiences.

Born in Vitebsk, Russia in 1882, as a young boy Gaspard often travelled the Russian countryside with his father, a rug and fur trader, visiting neighboring and distant towns and bustling marketplaces. After initial training under a local artist, Gaspard moved to Paris to enroll in the Académie Julian and began his studies under the guidance of academic master Adolphe Bouguereau. The artist became enthralled by the creative climate of the city, befriended Matisse, Modigliani, Apollinaire, and Verlaine, became a life-long friend with Anatole France. In 1909, together with his young wife, he embarked on a two-year long horseback-riding trip through Siberia, which was just the beginning of his travels that eventually took the artist to Mongolia, Asia, the Himalayas and Tibet, China and Morocco. 'With sketchpad and camera, he captured the everyday and the extraordinary; each region's unique landscape, atmosphere, history, and the faces of many cultures etched with the essence of place and time' (*Leon Gaspard. Impressions of Russia and the Faraway*, Nedra Matteucci Galleries, Santa Fe, New Mexico, 2013, page 6).

Despite the rich experiences of later distant travels his childhood impressions of snowy Siberian forests, frozen lakes and endless roads never left him, and continued to re-appear in the artist oeuvre until the end of his life. Likely based on his vivid memories of early travels in Russia, *Siberian Sleighriders* was executed after Gaspard settled permanently in Taos, New Mexico. In 1921 Gaspard also made a long trip to Asia, and it was perhaps there, on his journey to Mongolia and China, that he saw hundreds of pilgrims, endless caravans of merchants, noisy trade market, and all myriads of colors, patterns, characters and impressions that strongly evoked nostalgic memories of seemingly endless trips with his father as part of the trade caravans through the dense forests of Russia. On the present work towering pine trees like mystical giants dominate the scene. A slow moving line of horse-driven sleighs is making its way from the foreground of the painting diagonally into the depth of the forest, and 'the procession seems to dissolve into the looming mass of entangled trees, and the viewer is left with a sense of a quick visual impression that has been forever frozen' (*Leon Gaspard*, berry-Hill Galleries, 6-23 May, 1986, exhibition catalogue, Introduction by Rick Steward, page 6). The monumentality of nature and fragility of people making their way through wintry terrain do not set the two entities in contract to each other but instead fuse them together emotionally, bounding them as participants on one journey through life.

As in his best work, here Gaspard composes a richly colored tapestry of colours in his characteristic dashing style with bold expressive brushwork that imbues the work with a vigorous and expressive surface. Color-infused, broadly brushed scene creates a dramatic but harmonious representation a ceremonial procession of riders, horses and sleighs through a desolate terrain. A true masterpiece, it manifests Gaspard's unique and powerful style and celebrates the timeless appeal of his beautiful paintings.





39



40

VARIOUS PROPERTIES

39 *

ABRAHAM MANIEVICH (1883-1942)

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

£12,000 - 15,000

\$17,000 - 21,000

€14,000 - 17,000

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.

40

ALEXEI ISUPOV (1889-1957)

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

£8,000 - 10,000

\$11,000 - 14,000

€9,200 - 11,000

Provenance

Private collection, Italy

41

ALEXEI ISUPOV (1889-1957)

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

£8,000 - 10,000
\$11,000 - 14,000
€9,200 - 11,000

Provenance

Private collection, Italy



41

42

KLAVDIY VASILIEVICH LEBEDEV (1852-1916)

Falconer
signed in Cyrillic and dated '1912'
(lower right)
watercolour on paper
38 x 48cm (14 15/16 x 18 7/8in).

£2,000 - 3,000
\$2,800 - 4,300
€2,300 - 3,400

Provenance

Private collection, UK



42

43

KONSTANTIN IVANOVICH GORBATOV (1876-1945)

Naples

signed in Latin and dated '1934' (lower left); further signed, dated and titled (on verso); stretcher applied with torn label for Gustav Knauer,

Berlin/Kunst-Abteilung

oil on canvas

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

£40,000 - 60,000

\$57,000 - 85,000

€46,000 - 69,000

Provenance

Acquired by a private German collector in Europe, before 1959

Thence by descent

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





44

44 *

ALEKSEI VLADIMIROVICH ISUPOV (1889-1957)

Dancing women
signed in Latin (lower left)
oil on board
59.5 x 46.3cm (23 1/2 x 18 1/8in).

£10,000 - 15,000

\$14,000 - 21,000

€11,000 - 17,000

Provenance

Private collection, USA



45

45 AR

MARIA-MELA MUTER (1886-1967)

Landscape with a bridge
signed in Latin (lower left)
oil on board
58.5 x 49.5cm (23 1/16 x 19 1/2in).

£7,000 - 10,000

\$10,000 - 14,000

€8,000 - 11,000

Provenance

Private collection, Ireland

46 AR

MAREVNA (MARIA VOROBIEVA) (1892-1984)

Soutine and Zborovsky
signed in Latin (lower right); further titled 'Soutine et
Zborovsky dans le cafe "Rotonde", peintre et poet'
(upper middle)

ink and pencil on paper
20 x 23.5cm (7 7/8 x 9 1/4in).

£2,000 - 3,000

\$2,800 - 4,300

€2,300 - 3,400

Provenance

Marika Rivera Phillips, daughter of the artist
Private collection, UK

Exhibited

Cooling Gallery, England and Co, 1989 (label on verso)

Literature

Marevna (Maria Vorobieva), *My Life with the painters
of La Ruche*, Moscow, 2004, illustrated p. 170



46

47

BORIS DMITRIEVICH GRIGORIEV (1886-1939)

Study of a nude
signed in Latin (lower right)
pencil and charcoal on paper
42.5 x 22.5cm (16 3/4 x 8 7/8in).

£6,000 - 8,000

\$8,500 - 11,000

€6,900 - 9,200

Provenance

Collection of Maestro Natale Gallini (1891-1983),
a renowned music expert
Thence by descent



47

NIKOLAI KONSTANTINOVICH ROERICH (1874-1947)

The Tower, a stage design for *Princess Maleine*, 1913
 signed with artist's monogram (lower left); inscribed with 'N. Roerich'
 and 'N 23' and '3800' (on verso)
 tempera on composite board
 76 x 70cm (30 x 27 5/8in).

£120,000 - 180,000

\$170,000 - 260,000

€140,000 - 210,000

Provenance

Purchased from the traveling Roerich's exhibition by the Art Institute
 of Omaha, Nebraska, 1921

Transferred to the Joslyn Art Museum, Omaha, Nebraska, 1931;
 in the collection until 1972

Acquired from above by a private American collector in Omaha,
 Nebraska, c. 1972

Thence by descent

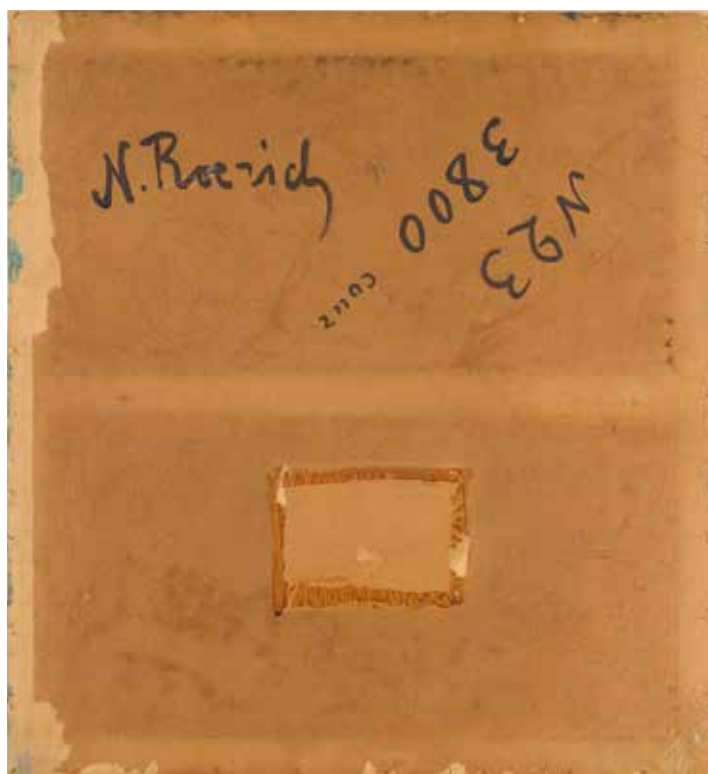
Exhibited

The Baltic exhibition, 15 May-4 October, 1914, Malmö, Sweden
The Nicholas Roerich Exhibition, Kingor Galleries, New York, NY;
 Boston Art Club, Boston, MA; Albright Art Gallery, Buffalo, NY; Art
 Institute, Chicago, IL; St Louis City Art Museum, Saint Louis, MO;
 Museum of Art, San Francisco, CA; Fine Arts Society, Omaha, NE;
 Kansas City Art Institute, Kansas City, MO; Cleveland Museum of Art,
 Cleveland, OH; Herron Art Institute, Indianapolis, IN; Minnesota State
 Fair, MN; Milwaukee Institute of Art, Milwaukee, WI; Detroit Institute of
 Art, Detroit, MI, USA, 1920-1923.

Literature

C. Brinton, *The Nicholas Roerich Exhibition Catalogue*, 1920--1921--
 1922, 1st edition, New York, Redfield-Kendrick-Odell Company,
 Inc., 1920, listed as No. 68, illustrated p.19 (with erroneous title)
 Roerich, *Corona Mundi*, International Center, New York, illustrated
 (no page numbers)
 E. P. Yakovleva, 'Teatral'no-dekorativnoe iskusstvo N.K.Rerikha',
 Samara, AGNI, 1996





verso

Nikolai Roerich, a renowned artist, philosopher and writer was an important presence in the cultural life of Russian in the XX century. His unique style and artistic vision played a significant role in shaping one of the most original art movements in Russian history – the Silver Age. This movement centered around *World of Art* (*Mir Iskusstva*) group, which included Nicholas Roerich, played a pivotal role in championing the aesthetics of *fin-de-siècle* Europe, from Impressionism to Art Nouveau. Together this group proclaimed a preference for 'art for art's sake' and rejected the socially charged content of art works associated with the Peredvizhniki generation. The Silver Age artistic credo was perhaps expressed best by Alexander Benois, who later noted: "We instinctively longed to leave behind the backwardness of Russian artistic life to free ourselves from our provincialism, and to move toward the cultured West, toward the purely artistic quests of the foreign schools, as far as possible from the hackneyed tendentiousness of the Peredvizhniki, from the helpless dilettantism of pseudo-innovators from our worn-out Academism" (E.I.Poliakova, *Nikolai Roerich*, Moscow, Iskusstvo, 1973, p. 52). During the early years of this movement, Roerich distinguished himself through his innovative and imaginative theatre designs. Among Roerich's early theatrical collaborations was his designs completed for Serge Diaghilev's theatrical productions. Ballet Russes production with their emphasis on supporting new and innovative designs, provided a fitting platform for Roerich's experiments. Among Roerich's early accomplishments were stage designs for N. Rimsky-Korsakov's *Snow Maiden* (*Snegorochka*) for the Opéra Comique in Paris in 1908 and Diaghilev's *Prince Igor*, *Ivan the Terrible*, *Kitege*, culminating with

his role as a co-creator in Igor Stravinsky's *Le Sacre du Printemps*. An avid enthusiast of music by Glazunov, Liadov, Scriabin, Prokofiev, and Stravinsky Roerich created designs that reflected his unique sensitivities and understanding of the complex relationship between music and visual arts.

While Diaghilev saw Roerich primarily as a designer of mostly Russian operas and ballets, others began calling upon Roerich to provide artistic guidance for classical plays and operas based on the Western European cultural heritage. These opportunities perfectly fitted the artist's deep interest in the Western Middle Ages and the early Renaissance. As early as 1905 the artist began exploring a new artistic styles influenced by the European art of illuminated manuscripts, completing a set of meticulously drawn illustrations for the Russian edition of Belgian playwright Maurice Maeterlinck's plays. Influenced by the ideas of the pre-Raphaelite esthetic ideologist John Ruskin, Nikolai Roerich became fascinated with the music of Richard Wagner. From 1912 the artist explored these themes in his stage designs for several production of Wagner's *Tristan and Isolde* (1912, 1913, 1921, and 1922). 'If Wagner was the Western European composer whose spirit and thematics found the greatest resonance in Roerich, Maurice Maeterlinck, was the Western European dramatist he felt the deepest affinity for. In the Belgian playwright's highly symbolic, stylized plays, with their suggestion of universal mystery and their medieval settings, Roerich recognized his own vision of Europe' (Jacqueline Decter with the Nicholas Roerich Museum. *The Life and Visionary art of Nicholas Roerich*,



signature

Perk Street Press, Vermont, 1989, page 55). The present work created for the 1913 production of Maeterlinck's *Princess Maleine* was created for the Svobodnyi Theatre but which was never realized due to the theater's financial difficulties. With some pencil sketches and a few large scale stage sets still in existence, these marvelous works provide a glimpse into Roerich's exploration of highly stylized approach and his fascination with European culture.

In the work tower's interior is shimmering with rich saturated tones of emerald green. Thick black lines delineate the vaulted ceiling and stone walls. In a small opening in the center, a distant view of a castle is set against an early morning sky. Light emanating from the entrance infuses the scene with mystery and otherworldly beauty. Shadows dance on the walls, shimmering jeweled reflections bounce around the chamber while a mysterious figure seats slumped against the pillar, next to the standing figure of a Princess. The tempera drawing with its soft texture and nuanced deep tonality functions as a mystical backdrop, which reaffirmed playwright's belief in men's powerlessness in a face of destiny. The figures, much like the characters in the play, appear more shadows that heroes - unable to control the flow of events and forced to retreat into their surroundings.

Painted with remarkable craftsmanship, this work brings into focus the artist's command of color and composition. The rich palette consists of iridescent, shimmering tones and color hues that harmoniously blend together, infusing the work with mesmerizing

richness and intriguing depth which guides the viewer's eye from the figures in the foreground left to the luminous landscape in the distance. This masterly effect encourages the viewer's own intimate experience with painting and perhaps invites them to contemplate their own fate and life journey.

A small drawing from the same production, entitled *Garden*, was previously offered for sale by Bonhams in June 2014. Three additional stage designs showing Queen's and King's chambers and a View from a Castle's window are known to exist today (*Nicholas Roerich*, Agni Publishing House, 2008, number 293-295, illustrated on pages 258-259).

Previously known to scholars exclusively from an old black and white photograph and often incorrectly identified as *A Corridor in the Castle*, this important early stage design is being re-introduced to the collectors. Hidden from public view since 1970s this beautiful masterpiece is back on the public view where it can receive the appreciation and contemplation it so richly deserves.

We would like to thank Gvido Trepša, Executive Director of Nicholas Roerich Museum, New York for his kind assistance with provenance research and cataloguing of the present lot.



49

49

LORD BERNERS (1883-1950)

Le poisson d'or. London: J. & W. Chester, 1919
folio (360 x 278mm), one coloured plate and printed
wrappers by **Natalia Goncharova (1881-1962)**,
wrappers slightly foxed

£1,000 - 1,500

\$1,400 - 2,100

€1,200 - 1,700

References

Hellyer 34

Provenance

Private collection, England



50

50

LORD BERNERS (1883-1950)

*Trois morceaux pour piano à quatre mains. Chinoiserie,
Valse sentimentale, Kasatchok. London: J. & W. Chester,
1919*

folio (350 x 270mm), 4 coloured plates and printed
wrappers by **Mikhail Larionov (1881-1964)**, *wrappers
slightly foxed, backstrip neatly repaired*

£2,000 - 3,000

\$2,800 - 4,300

€2,300 - 3,400

References

Hellyer 33

Provenance

Private collection, England



51



52



52

51

IVAN KAZAKOV (1873-1935)

Portrait of a girl
signed in Cyrillic, dated '1924' and possibly inscribed
'Tashkent' (lower right)
pastel on paper
48 x 63.5cm (18 7/8 x 25in).

£10,000 - 12,000

\$14,000 - 17,000

€11,000 - 14,000

Provenance

Private collection, UK

52*

ALEXANDRE BENOIS (1870-1960)

Double sided costume design for unidentified production, 1932
front: signed in Latin and dated '1932' (lower left), indistinctly
inscribed with the title (upper left), further inscribed (above and
to the right of the figure)
front: graphite, watercolour and ink on paper, verso: graphite on paper
31 x 24cm (12 3/8 x 9in).

£2,000 - 4,000

\$2,800 - 5,700

€2,300 - 4,600

Provenance

Private collection, Colorado



53 *

EDMOND ZAKARYAN (1936-2006)

Self-portrait with muse
signed in Armenian and dated '62' (lower right)
oil on canvas
120 x 80cm (47 1/4 x 31 1/2in).
unframed

£3,000 - 5,000

\$4,300 - 7,100

€3,400 - 5,700

Provenance

The artist's family

Exhibited

Leningrad, *Exhibition of works by young Leningrad artists*, Leningrad Artists Union, 1962

Literature

G. Arbutov, "Nesostoyavsheesya novatorstvo," *Khudozhnik*, no. 10, 1962, p. 28, illustrated

Born in 1936 in Leninakan, Edmond Zakaryan belonged to a young generation of artists who marked a rapid development of Armenian painting the 1950s and 1960s. Just like his contemporaries Minas Avetisyan and Vruir Galstian, Zakaryan's significant input in the history of the Armenian "golden age" was made through the artist's reinterpretation and consequent revival of vibrant traditions of Armenian art.

In Zakaryan's early works, the principles of primitivism combined with a distinctive subtle palette and particular treatment of form became somewhat of a manifesto of the artist's open expression and freedom of painting. A superb example of this period, *Self Portrait with Muse*, was exhibited in 1962 in an exhibition dedicated to works by young Leningrad artists and received harsh criticism for the artist's commitment to early 20th century avant-garde traditions and denial of ideologically enforced realistic methods which dominated the Soviet art scene at the time (*Khudozhnik*, no. 10, 1962, pp. 28-29).

Эдмонд Геворкович Закарян принадлежит к яркому поколению художников, ознаменовавших бурное развитие армянской живописи 50-х и 60-х годов. Вместе с современниками Минасом Аветисяном и Вруйром Галстяном, Эдмонду Закаryanу удалось войти в историю «золотого века» армянского искусства, как своеобразному живописцу стремящемуся к переосмыслению природы и возрождению традиций армянской живописи.

В ранних работах Эдмонда Закаряна принципы примитивизма в сочетании с тонким колористическим решением обретают новую жизнь, становясь своеобразным манифестом открытой экспрессии и свободы живописи. Представленный *Автопортрет с музой*, - великолепный образец этого периода, - был экспонирован на выставке молодых художников в 1962 году в Ленинграде и опубликован в рецензии на выставку в журнале *Художник*, в которой подвергся острой критике за приверженность художника к авангардным традициям и отрицание реалистических методов, доминирующих в советской живописи в то время.



54

CHINGIZ AKHMAROV (1912-1995)

Kyrgyz man
signed in Cyrillic and dated '1973' (lower right); further signed
(on verso)
oil on canvas
75 x 51cm (29 1/2 x 20 1/16in).

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

Provenance

Private collection, UK

Chingiz Akhmarov studied in the Moscow VKhUTEMAS in the late 1920s and early 1930s and his mentors were the leading artists of the Russian avant-garde and post avant-garde period: Shevchenko, Gerasimov and Grabar. Much of what he learned from them was successfully embodied in Akhmarov's monumentalist work on the murals of the Opera and Ballet Theatre in Tashkent (1945-1947). There he assisted the famous architect Shchusev who recognised Akhmarov's ability to adapt the modern achievements of monumental art to a purely national and traditional form.

In the years to come, Akhmarov would be hailed as one of the foremost artists of Uzbekistan and important social and cultural commissions were offered to him and to a group of artists under his leadership. Eventually, what came to be known as 'the school of Akhmarov' flourished and included many notable contemporary Uzbek artists. The offered lot, *Kyrgyz man*, is typical of the artist's oeuvre and demonstrates the great appeal which medieval lyric poetry of the East held for him. Poets of the Eastern Renaissance such as Navoi, Ferdowsi, Rudaki and their works, were a vast source

of inspiration for Akhmarov and his portraits encapsulate his very real desire to embody the spirit of the East with a personal - rather than stylized - interpretation. In this, Akhmarov, among the artists of the twentieth century, is without equal.

Чингиз Ахмаров учился в московском ВХУТЕМАСе в конце 1920-начале 1930-х гг. Его наставниками были художники, ярко представляющие своим творчеством русское искусство авангардного и пост-авангардного периода: Шевченко, Герасимов и Грабарь. Многие из того, чему он научился у них, было с успехом воплощено Ахмаровым в его работе монументалиста над росписями Театра оперы и балета в Ташкенте (1945-1947). Там он ассистировал знаменитому архитектору Щусеву, который отмечал умение Ахмарова адаптировать современные достижения монументального искусства к сугубо национальной традиции.

Впоследствии Ахмаров стал одним из крупнейших художников Узбекистана, росписи важнейших объектов социально-культурного назначения поручались именно ему и группе художников под его руководством. Постепенно сложилось такое понятие как «школа Ахмарова», которая включает в себя многих важных художников современного искусства Узбекистана. *Портрет киргиза* его кисти, представленный на аукцион, является одним из характерных мотивов его творчества, для художника обращение к средневековой лирике Востока имеет особое сакральное значение. Такие поэты восточного Возрождения как Навои, Фирдоуси, Рудаки и их произведения, являлись источником вдохновения для Ахмарова. В этой попытке приблизиться к букве и духу просвещенного Востока и дать свою персональную, а не стилизованную трактовку этих образов, Ахмарову среди художников XX века равных нет.



55 *

**ALEKSANDR ALEKSANDROVICH DEINEKA
(1899-1969)**

Still life with game
oil on canvas
45 x 34cm (17 11/16 x 13 3/8in).

£110,000 - 120,000
\$160,000 - 170,000
€130,000 - 140,000

Provenance

Family of the artist

Exhibited

Moscow, *Vystavka proizvedenii Aleksandra Aleksandrovicha Deineki*, 1957
Moscow, *Aleksandr Aleksandrovich Deineka. Vystavka proizvedenii*, 1969
Moscow, *Aleksandr Aleksandrovich Deineka, 1899-1969. Zhivopis', skul'ptura, grafika. Vystavka proizvedenii k 90-letiyu so dnya rozhdeniya*, 1989-1990

Literature

Vystavka proizvedenii Aleksandra Aleksandrovicha Deineki, exhibition catalogue, Moscow, 1957, listed p. 18 (dated 1938)
Aleksandr Aleksandrovich Deineka, 1899-1969. Vystavka proizvedenii, exhibition catalogue, Moscow, 1969, listed p. 31 (dated 1938)
Aleksandr Aleksandrovich Deineka, 1899-1969. Zhivopis', skul'ptura, grafika. Vystavka proizvedenii k 90-letiyu so dnya rozhdeniya, exhibition catalogue, Moscow, 1989, listed p. 46
V. Sysoev, *Aleksandr Deineka. Zhizn, iskusstvo, vremya. Literaturno-khudozhestvennoe nasledstvo*, Vol. 2, Moscow, 1989, illustrated no. 159, listed p. 291
N.Aleksandrova, E.Voronovich, *Aleksandr Deineka: Zhivopis', Grafika, Skul'ptura*, Moscow, 2010, illustrated no. 115, listed p. 91

The 1930s became arguably the most prolific and important period in Alexander Deineka's oeuvre. In this decade, he created a number of significant works such as *Mother*, 1932, *Behind the curtain* 1933, *Future pilots*, 1937, the ceiling design for the Red Army Theater and the mosaics for the Mayakovskaya station in Moscow, as well as numerous illustrations and other works. In 1935, Deineka traveled to the USA, France and Italy, where he produced a large number of landscapes, portraits and sketches inspired by the memories of these travels. While the artist continued to work on distinctive historical, political, and sporting topics, he also turned to mundane genres and the depiction of the beauty of everyday life in landscape and still life paintings.

In the monumental genres, as well as in still life Deineka tried to depict in some way a universal pictorial law, which his entire body of work is built upon. In *Still Life with Game*, the artist depicts each of the objects with an exceptional truthfulness, as if examining and analyzing the essence of the matter from all sides. Seemingly unrelated objects – a casually laid out upholstery fabric, a porcelain gravy boat and the hunter's prey – line up to create a single concept in a masterful play of contrasting shapes and textures. The circular composition, emphasized by the visible surface of a round table against a muted background, enhances the effect of the interaction between objects. The choice of a softer palette, characteristic for works of this period, enhances the expression of the painting and adds to the "vitality of the image of the matter", a "vitality" that, according to Deineka, he deeply admired.

1930-е годы стали для Александра Дейнеки, возможно, самым плодотворным творческим периодом. В это время были созданы такие значительные произведения, как *Мать*, 1932, *За занавеской*, 1933, *Будущие летчики*, 1937, а также росписи для Театра Советской Армии, мозаики для станции метро Маяковская, многочисленные иллюстрации и другие работы. В 1935 г. Дейнека едет в зарубежную командировку в США, Францию и Италию, результатом которой становится большое количество пейзажей, портретов и зарисовок, навеянных впечатлениями от поездки. Продолжая работать над характерными историческими, политическими и спортивными темами, художник в то же время обращается к бытовым жанрам и воспеванию красоты повседневной жизни в многочисленных пейзажах и натюрмортах.

Как в монументальных жанрах, так и в натюрморте, Дейнека демонстрирует некий универсальный живописный закон, который ложится в основу всего его творчества. В представленной работе каждый предмет изображается художником максимально правдиво, и как бы анализируется им со всех сторон. Казалось бы несвязанные между собой небрежно брошенная драпировочная ткань, фарфоровый соусник и главный персонаж - добыча охотника - выстраиваются в единую концепцию в виртуозной игре противоречивых форм и текстур. Круговая композиция, подчеркнутая видимой поверхностью круглого стола и неброским фоном, усиливает ощущение от взаимодействия предметов. Выбор мягкой палитры, характерный для работ этого периода, придает образам особенную выразительность, и ту «жизненность образа в вещах», которая была так любима художником, по его собственным словам.



56

56
VIKTOR POPKOV (1932-1974)

Spring
signed in Cyrillic, titled and dated '1960' (on verso)
gouache on cardboard
57 x 80cm (22 7/16 x 31 1/2in).

£3,000 - 5,000

\$4,300 - 7,100

€3,400 - 5,700

Provenance

Studio of the artist (purchased directly from the artist's widow and son in Moscow, circa early 1990s)
Private collection, England

57

VIKTOR POPKOV (1932-1974)

Portrait of a worker
oil on cardboard
34.5 x 25cm (13 9/16 x 9 13/16in).

£8,000 - 10,000

\$11,000 - 14,000

€9,200 - 11,000

Provenance

Family of the artist
Private collection, UK

The authenticity of the offered lot has been confirmed by the artist's son, A.V. Popkov (on verso)



57



58



59

58

VLADIMIR WEISBERG (1924-1985)

Still life with spheres
signed in Cyrillic and dated '66' (upper right)
oil on canvas
82.4 x 76.5cm (32 7/16 x 30 1/8in).

£45,000 - 50,000

\$64,000 - 71,000

€52,000 - 57,000

Exhibited

Moscow, exhibition at the apartment of A. Gleizer,
1967-1968 (as listed in O. Portnova, 2009, p. 22)
London, *Unofficial Art from the Soviet Union*,
The Institute of Contemporary Art, 1977
Moscow, *Traditsii Nonconformizma: zhivopis, grafika, skulptura, farfor iz sobraniya Iosifa Badalova*, Moscow
Museum of Modern Art, 2009

Literature

Unofficial Art of the Soviet Union, exhibition catalogue,
London, 1977, no. 80, p. 78 illustrated
Traditsii Nonconformizma: zhivopis, grafika, skulptura, farfor iz sobraniya Iosifa Badalova, ed. O. Portnova,
Moscow, 2009, p. 22 illustrated
A. Chudetskaya, "About 'vitaly important goods,'" *Dialog Iskusstv*, 2010, no. 1, p. 32
List of paintings by V. Weisberg 1943-1985, no. 327
(O. Portnova, 2009, p. 22)

The authenticity of this work has been confirmed by
V. Nemukhin in 2006 (inscription on verso)

59

ERNST NEIZVESTNY (1926-2016)

Untitled, 1978

signed in Latin and Cyrillic and dated '78' (lower right)

mixed media on card, laid on canvas

89 x 58cm (35 1/16 x 22 13/16in).

£2,000 - 3,000

\$2,800 - 4,300

€2,300 - 3,400

60 *

OLEG TSELKOV (BORN 1934)

Small in the mouth of Big

inscribed on stretcher

acrylic on canvas

161.5 x 130cm (64 x 51in).

unframed

£18,000 - 25,000

\$26,000 - 36,000

€21,000 - 29,000

Provenance

Eduard Nakhamkin Gallery, New York

Acquired by the present owner at the above, 1987



60

61 *

EDWARD STEINBERG (1937-2012)

Composition with a bird

signed in Cyrillic, titled 'Composition' and dated

'Jan. 1982' (on verso); numbered "93" and "H11"

(stretcher); with applied label ММЦИ ВХ №7340/77

(on verso)

oil on canvas

69.5 x 55.5cm (27 3/8 x 21 7/8in).

£2,000 - 4,000

\$2,800 - 5,700

€2,300 - 4,600

Exhibited

Moscow, *Traditsii Nonconformizma: zhivopis, grafika,*

skulptura, farfor iz sobraniya Iosifa Badalova, Moscow

Museum of Modern Art, 2009

Literature

Traditsii Nonconformizma: zhivopis, grafika, skulptura,

farfor iz sobraniya Iosifa Badalova, ed. O. Portnova,

Moscow, 2009, no. 106, p. 125 illustrated



61



62A

62A *

SERGEI EVGENIEVICH VOLKOV
(BORN 1956)

'Work/Salary' ('Rabota/Zarplata')
signed and titled in Cyrillic, dated '1988-2007' (on verso)
oil on canvas
170 x 134cm (66 15/16 x 52 3/4in).

£4,000 - 5,000

\$5,700 - 7,100

€4,600 - 5,700

Provenance

Studio of the artist



62B

62B *

SERGEI EVGENIEVICH VOLKOV
(BORN 1956)

Untitled
signed in Cyrillic and dated '1988-2007' (on verso)
oil on canvas
170 x 140cm (66 15/16 x 55 1/8in).

£4,000 - 5,000

\$5,700 - 7,100

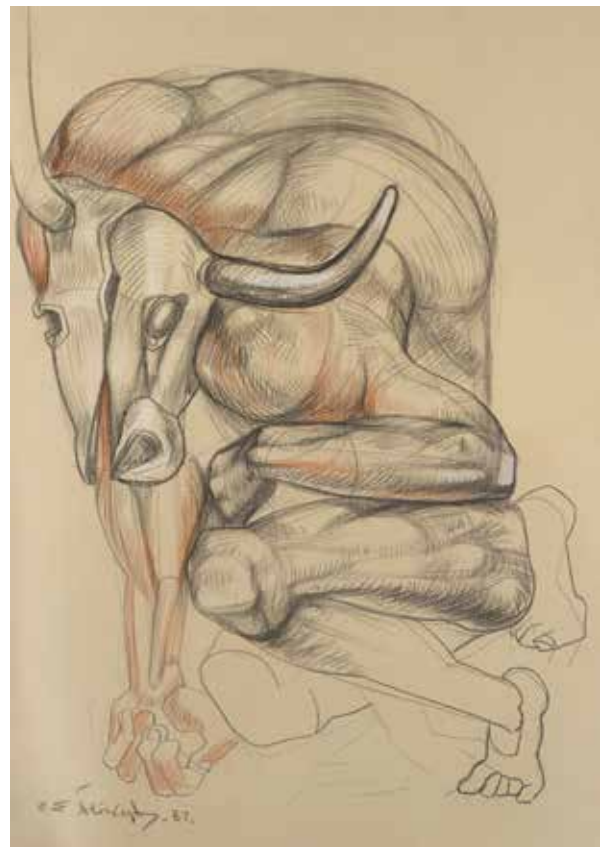
€4,600 - 5,700

Provenance

Studio of the artist



63



63

63 *

ERNST NEIZVESTNY (1926-2016)

Group of large scale drawings for Dante's Inferno' (22)

signed in Latin and dated '1987'

graphite, pastel on board

69.5 x 99cm (27 1/2 x 39in).

12 unframed

£4,000 - 6,000

\$5,700 - 8,500

€4,600 - 6,900

Ten drawings are framed, eleven drawings are unframed.

64

ERNST NEIZVESTNY (1926-2016)

Man with mask, 1986

signed in Latin (lower right)

gouache, acrylic and paste on canvas

92 x 62cm (36 1/4 x 24 7/16in).

£8,000 - 12,000

\$11,000 - 17,000

€9,200 - 14,000

Provenance

Magna Gallery, San Francisco

Acquired from the above by the family of the present owner

(Private collection, Amsterdam)



64

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

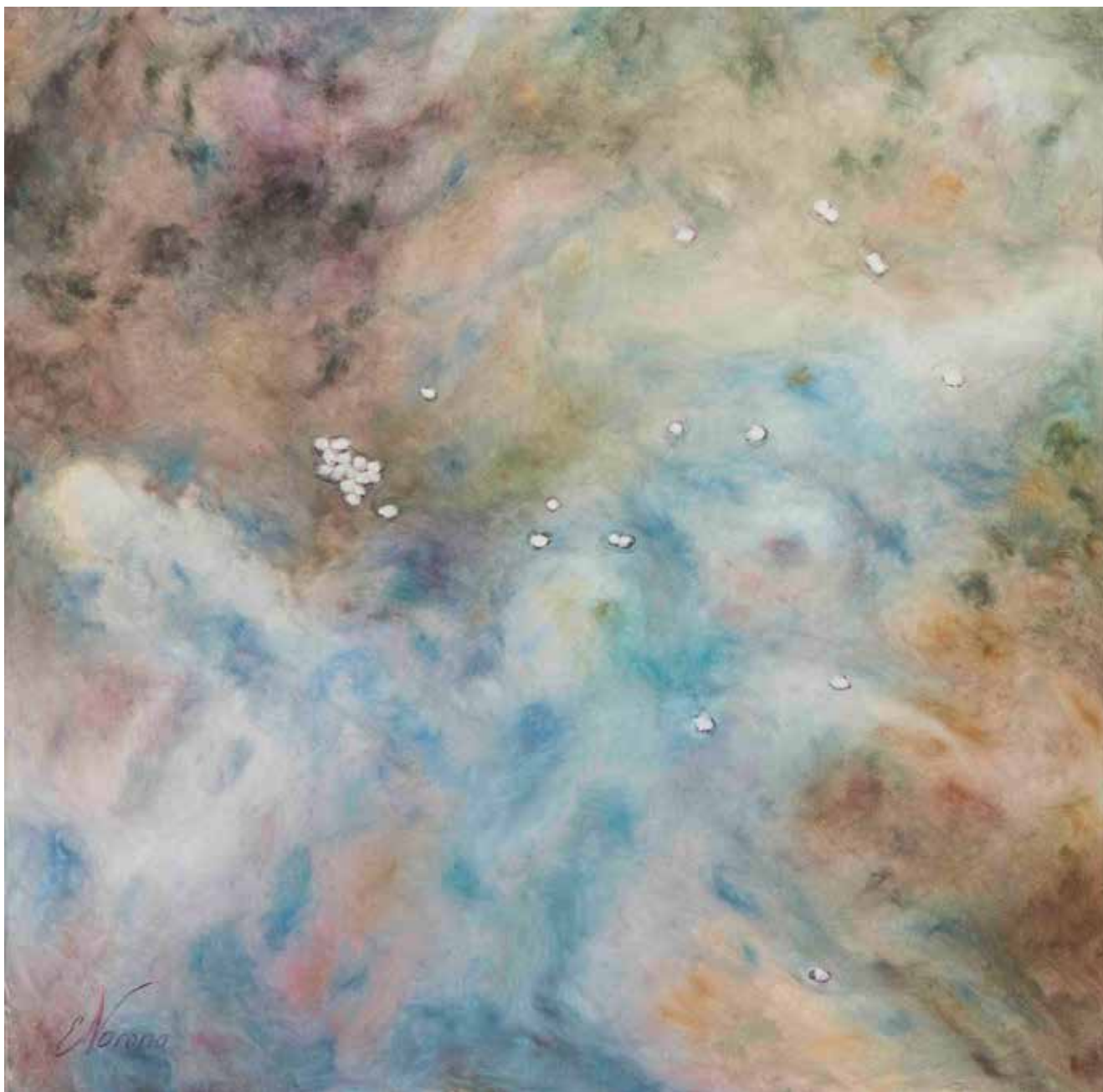


65 *

SIMON KOZHIN (BORN 1979)

Apple tree blossom in Kolomenskoye
signed in Latin and dated '2017' (lower right);
further signed, dated and titled (verso)
oil on canvas
60 x 70cm (23 5/8 x 27 9/16in).

£5,000 - 7,000
\$7,100 - 10,000
€5,700 - 8,000



66 *

EKATERINA VORONA (BORN 1975)

Sakura

signed in Latin (lower left); further signed, titled and dated '2015' (verso)

oil on canvas

80 x 80cm (31 1/2 x 31 1/2in).

£15,000 - 18,000

\$21,000 - 26,000

€17,000 - 21,000

Exhibited

St. Petersburg, *Ekaterina Vorona; Solo exhibition*, The State Russian Museum, 2016

Literature

The Russian Museum presents: Ekaterina Vorona / Almanac, St. Petersburg, 2016, p. 83



67



68

67

SERGEI KOVALSKY (BORN 1948)

You are not in Chicago
signed in Latin, titled and dated '1993' (verso)
oil and collage on canvas
103 x 129cm (40 9/16 x 50 13/16in).

£5,000 - 7,000
\$7,100 - 10,000
€5,700 - 8,000

Exhibited

Self-definitions: Aspects of the Art of Saint Petersburg of 1970-1990s,
Kiel, Berlin, Oslo, Sopot, St. Petersburg, Copenhagen, 1994-1996
Saint Petersburg: The Museum of Non-Conformism Art, I drank the
sea, 12 May-24 June 2007

Literature

The Museum of Non-Conformism Art, Sergei Kovalsky:
Works 1969-2000, St. Petersburg, 2000, illustrated p.39

68

IVAN SOTNIKOV (1961-2015)

Favourite Melody, Battle with the Squirrel cycle
signed in Cyrillic, titled and dated '2013' (on verso)
oil on canvas
62 x 120cm (24 7/16 x 47 1/4in).

£5,000 - 7,000
\$7,100 - 10,000
€5,700 - 8,000

Provenance

Family of the artist

WORKS OF ART





69

69*

A FABERGÉ GOLD AND DIAMOND-SET EGG PENDANT WITH LOCKET SECTION

Fabergé, Moscow, circa 1900

ovoid, the body encircled with applied diamond-set serpent chased to simulate skin, the hinged base releasing locket compartment from cabochon-set thumbpiece, 56 standard

height: 2.2cm (7/8in).

£2,000 - 3,000

\$2,800 - 4,300

€2,300 - 3,400

Provenance

Sotheby's, New York, June 24 1987, lot 472



70

70

AN IMPERIAL PRESENTATION JEWELLED GOLD RING

Carl Blank, St. Petersburg, 1908-1917

with chased diamond-set Imperial eagle, 56 standard diameter: 2.3cm (7/8in).

£6,000 - 8,000

\$8,500 - 11,000

€6,900 - 9,200

Provenance

Acquired in 1920 in Kobe, Japan

Thence by descent

According to Ulla Tillander-Godenhjelm (*The Russian Imperial Award System during the Reign of Nicolas II, 1894-1917*, Helsinki, 2005, pp. 196-7), Carl Blank supplied the court with presentation rings from 1911-1917. Although few survive, the proposed lot closely resembles another diamond-set example illustrated, pl. 73 and preserved in The Moscow Kremlin.



71

71

A JEWELLED GOLD AND ENAMEL PENDANT EGG

possibly Fabergé, apparently unmarked

enamelled translucent white over engine-turned ground, the front with green four-leaf clover set with diamond at centre and base of stem

height: 1.7cm (11/16in).

£1,500 - 2,000

\$2,100 - 2,800

€1,700 - 2,300

Provenance

Acquired before 1906 by a British governess working in St. Petersburg

Thence by direct descent

For similar by Henrik Wigström for Fabergé, please refer to Sotheby's, London, 23 October 2014, lot 40

72

A SILVER-MOUNTED WOOD PHOTOGRAPH FRAME

Fabergé, workmaster Antti Nevalainen, St. Petersburg, 1898-1908, with additional control mark of stepped circular form centring a bound reeded bezel with ribbon tie surmount, the back with hinged wood strut, 88 standard
diameter: 18.5cm (7 5/16in).

£6,000 - 8,000

\$8,500 - 11,000

€6,900 - 9,200



72

73 *

A VARICOLOURED GOLD AND ENAMEL MINIATURE EGG-SHAPED PENDANT

Fabergé, workmaster 'AH', St. Petersburg, 1898-1908
 ovoid form with varicoloured neoclassical horizontal border in the middle, top and bottom enamelled in translucent red enamel over engine-turned ground, on suspension loop, 56 standard
length without the loop: 1.5cm (1/2in).

£2,000 - 3,000

\$2,800 - 4,300

€2,300 - 3,400



73

74 Y Φ

A SILVER AND ENAMEL DESK CLOCK

Possibly Britzin, circa 1900, apparently unmarked of trefoil form, the silvered case with opaque white borders to red guilloché enamel over engine-turned ground applied with gold rosettes, surrounding circular white dial with Arabic numerals indicated by pierced gilt hands, ivory back with rectangulate strut, the casing inscribed with Cyrillic abbreviation for 'Nedelny Zavod'
height: 9cm (3 1/2in).

£1,200 - 1,800

\$1,700 - 2,600

€1,400 - 2,100

Provenance

Christie's, South Kensington, 20 April 1990, lot 128



74



76



77



75

75 *

**GOLD AND ENAMEL MOUNTED SMOKE QUARTZ
SCENT BOTTLE**

Fabergé, workmaster Henrik Wigström, St. Petersburg, 1898-1908 rectangular form with rounded corners, smoke quartz body carved all around with fine lines, neck mounted with gold band with hinged domed lid enamelled in white matt and guilloché translucent green enamel, lid centred with red cabochon stone, with small gold mounted cork stopper, 56 standard length: 9cm (3 1/2in).

£10,000 - 15,000

\$14,000 - 21,000

€11,000 - 17,000

76 *

**AN IMPERIAL PRESENTATION TWO-COLOUR GOLD
AND GEM-SET TIE-PIN**

Fabergé, workmaster Alfred Thielemann, St. Petersburg, 1898-1908 formed as a diamond-set Imperial crown surmounting a ruby-set lyre, in red leather fitted case, 56 standard length: 7.9cm (3 1/8in).

£2,000 - 3,000

\$2,800 - 4,300

€2,300 - 3,400

Provenance

Sotheby's, New York, 11 December 1990, lot 198

A comparable example of a tie-pin decorated with the State emblem is illustrated in Ulla Tillander-Godenhielm, *The Russian Imperial Award System 1894-1917*, Helsinki, 2005, p. 192.

77 *

A GOLD AND ENAMEL LIPSTICK HOLDER

Ivan Britzin, St. Petersburg, 1908-1917, with scratched inventory number rectangular with rounded corners, with slip-on lid and rose-cut diamond-set sliding mechanism, enamelled translucent-rose over engine-turned moiré pattern, on suspension loop, 56 and 925 standards length: 5cm (1 7/8in).

£3,000 - 5,000

\$4,300 - 7,100

€3,400 - 5,700

78

**AN IMPERIAL PRESENTATION SILVER
CIGARETTE CASE**

St. Petersburg, before 1899
rectangular with rounded corners, the surface cast
and chased with overlapping foliage, an applied
Imperial eagle to corner, opening at pushpiece to
reveal gilt interior stamped MV; in original fitted
presentation case, 84 standard
height: 9.5cm (3 3/4in).

£4,000 - 6,000

\$5,700 - 8,500

€4,600 - 6,900



78

79

**A JEWELLED TWO-COLOUR GOLD
AND ENAMEL CIGARETTE CASE**

Fabergé, workmaster Henrik Wigström, St.
Petersburg, 1908-1917, scratch number 22915
rectangular, the surface with yellow gold reeded
bands and wavy engine turned sections within rose
gold borders further delineated by white opaque
enamel lines, the hinged cover opening at rose-
cut diamond-set thumbpiece to reveal engraved
inscription, 56 standard
height: 8.7cm (3 1/8in).

£6,000 - 8,000

\$8,500 - 11,000

€6,900 - 9,200



79



80

80*

A GOLD AND ENAMEL SMALL TABLE BOX

Fabergé, workmaster Henrik Wigström, St. Petersburg, 1908-1917 rectangular form with hinged lid, all sides and lid are decorated with alternating bands of gold chased with dot and dash lines and engine turned borders of salmon pink translucent enamel, lid outlined with chased palm garland, *56 standard*
5.2 x 3.2 x 2.8cm (2 1/2 x 1 3/4 x 1 1/8in).

£20,000 - 30,000

\$28,000 - 43,000

€23,000 - 34,000

81

A PARCEL-GILT AND MICRO-MOSAIC CHEROOT CASE

Carl Sievers, St. Petersburg, late 19th century rounded rectangular, the surface repoussé and chased with scrolling floral motifs against stippled ground surrounding rectangular micro-mosaic panel depicting three travellers resting in a landscape, opening at hinged rear to reveal leather divider and match compartment, *84 standard*
length: 13cm (5 1/8in).

£1,500 - 1,800

\$2,100 - 2,600

€1,700 - 2,100

For similar scene, see a snuff box by the Theremin Brothers preserved in the Hermitage Museum (Inventory Θ-10956)

82

No lot

81



83*

**A SILVER, HARDSTONE AND ENAMEL
DESK CLOCK**

Fabergé, Henrik Wigström, St. Petersburg,
1908-1907, scratched inventory number 24379
of rectangular form on square plinth with berried
laurel mount, the opaque enamelled ribbon-tied
bezel enclosing white guilloché dial with Arabic
chapters, polished jasper pedestal rising to leaf tip
frieze, the frosted gilt movement with single spring
barrel driving the club-foot lever escapement with
bimetallic balance, numbered to the backplate
17807, 88 standard
height: 13.4cm (5 1/4in).

£30,000 - 40,000

\$43,000 - 57,000

€34,000 - 46,000

Provenance

Purchased from I.J. Mazure & Co Ltd., London,
on Wartski advice, 1992

83



84 *

**AN UNUSUAL JEWELLED GOLD AND ENAMEL MOUNTED
PURPURINE BOX**

Fabergé, workmaster Henrik Wigström, St. Petersburg, September 1903 - March 1904

rectangular form with hinged lid, body from polished purpurine, two shaped gold hinges attached to the back and the lid with fine screws, they are further decorated with white champlevé enamel, interior part of the hinges mirrors the arched design, hinged front clasp decorated identically and set with a small rose-cut diamond; in original fitted wood box lined with cream silk and velvet and stamped with company's insignia, *56 standard*
5 x 3 x 1.2cm (2 3/8 x 1 9/16 x 7/8in).

£40,000 - 60,000

\$57,000 - 85,000

€46,000 - 69,000

Provenance

Sotheby's, New York, 23 October 2014, lot 13

Acquired by the present collector from above

Offered with expertise certificate by expert Valentin Skurlov,
dated 15 January 2018



hallmarks





85

85

A SILVER MOUNTED PORCELAIN VASE

Imperial Porcelain Manufactory, St. Petersburg, dated 1906

of baluster form, the crystalline glazed exterior decorated with celadon crystals on beige ground, the collar mount within leaf tip and laurel borders, bearing later added stamps for Fabergé and partly legible 'OLILIN', 84 standard
height: 22cm (8 11/16in).

£3,000 - 5,000

\$4,300 - 7,100

€3,400 - 5,700



86

86

A COPPER AUSTERITY BOWL

Fabergé, 1914

with moulded Imperial Eagle to base and inscribed in Cyrillic 'War 1914'

diameter: 10.8cm (4 1/4in).

£2,000 - 3,000

\$2,800 - 4,300

€2,300 - 3,400



87

87

A TROMPE L'OEIL PARCEL-GILT CAVIAR DISH

maker's mark E.S., St. Petersburg, 1865

chased surface simulating wood barrel, with slip-on lid and conforming undertray; together with trompe l'oeil hinged cigar box, maker's mark illegible, Moscow, 1869, 84 standard (2)

length of case: 13cm (5 1/8in).

£3,000 - 5,000

\$4,300 - 7,100

€3,400 - 5,700

88*

A PAIR OF SILVER STANDS

Fabergé, Moscow, 1908-1917, scratched inventory number 25167

each on circular base, the stem formed as four reeded columns, surmounted by stand with applied leaf border in the neo-classical taste, 84 standard (2) height: 9cm (3 9/16in).

£6,000 - 8,000

\$8,500 - 11,000

€6,900 - 9,200

Provenance

Sotheby's, London, 28 October 1985, lot 246



88

89*

A PARCEL-GILT TABLE CIGAR BOX

Fabergé, St. Petersburg, 1908-1917, partial mark for workmaster

rectangular form, hinged lid applied with chased neo-classical wreath and rosettes, gilded interior, 84 standard

15.8 x 9.5 x 5cm (6 1/8 x 3 3/4 x 2in).

£5,000 - 8,000

\$7,100 - 11,000

€5,700 - 9,200



89

90*

A SILVER AND GUILLOCHÉ ENAMEL CIGARETTE CASE

Fabergé, workmaster Antti Nevalainen, St. Petersburg, 1898-1908, scratched inventory number 6692

shaped rectangular with rounded corners, the surface engraved to simulate tree bark, hinged cover set with red enamelled Catherine II twenty rouble coin opening at cabochon sapphire pushpiece to reveal gilt interior, with tinder compartment and cord, in fitted retailer's case from Ivor Mazure, 88 standard length: 12cm (4 3/4in).

£2,000 - 3,000

\$2,800 - 4,300

€2,300 - 3,400

Provenance

Purchased from I. J. Mazure & Co Ltd., London, 1984

For similar example please refer to *The Fabergé Case, From the Private Collection of John Traina*, 1998, Abrams, p. 145.

90





91

91 *

A SILVER MOUNTED CUT GLASS DECANTER

Lorie, Moscow, 1908-1916, workmaster's mark for Egor Cheriakov the ovoid glass body cut with palm leaves and snowflakes, mounted in elaborate silver mount chased and applied with eclectic mix of ornamentation and featuring grapevine garland, palm leaves, an aristocratic coat-of-arms within neo-classical wreath; fitted with a tall silver stopper cast and chased with neo-classical motifs, long handle shaped as a pair of twisted sea monsters; on circular silver support, *84 standard height with stopper: 38cm (15 1/4in).*

£6,000 - 8,000

\$8,500 - 11,000

€6,900 - 9,200



92

92 *

A SILVER MOUNTED GLASS DECANTER

Fabergé, Moscow, before 1899 baluster-form body turned with narrow reeding, plain polished collar with hinged lid engraved with Cyrillic monogram 'AAF', scroll handle terminating in three separate ends, circular foot cut with sun-rays pattern, interior of the collar is gilded, *84 standard height: 23.5cm (8 7/8in).*

£10,000 - 12,000

\$14,000 - 17,000

€11,000 - 14,000



93*

A SILVER, GOLD AND VARICOLOURED ENAMEL TABLE CLOCK

Ivan Britzin, St. Petersburg, 1908-1917

rectangular form, front with circular clock mounted within neoclassical border and suspended from a tied silver bow, face with enamelled dial and gold hands, Swiss-made 15 jewel eight day movement, all against bright red translucent enamel over basket-woven engine turned ground, outlined with ribbon-tied reeded border, followed by a wide border in oyster white enamel over engine turned ground, reverse mounted with a silver scrolled strut, back panel is a modern replacement, 88 standard

18.2 x 12.2cm (7 1/2 x 4 3/4in).

£12,000 - 18,000

\$17,000 - 26,000

€14,000 - 21,000



93 (detail)



94 *

A MONUMENTAL PARCEL-GILT PRESENTATION TANKARD

Fabergé, workmaster Stefan Vakeva, St. Petersburg, 1899-1904
wide round body in plain silver with scroll handle and hinged lid, resting
on three ball feet chased with elaborate baroque ornamentation and
emanating from triangular repoussé motifs with floral bouquet within
interlaced pattern; stepped lid chased with consecutive borders of
interlaced bands and oak garland, centred with a silver coin from
Peter the Great period, interior is gilded, 84 standard
height: 20.7cm (8 1/4in).

£20,000 - 25,000

\$28,000 - 36,000

€23,000 - 29,000

For similar tankard by the same workmaster see: Tatiana F. Fabergé,
Eric-Alan Kohler, Valentin V. Skurlov, *Fabergé / A Comprehensive
Reference book*, Geneva, 2012, p. 278



94 (detail)

95

No lot



96*

SILVER-GILT AND ENAMEL KOVSH

Sixth Artel, Moscow, 1908-1917, scratched inventory numbers '42' and 'Z608C'

traditional form with flat hook handle and raised spout, body decorated in cloisonné varicoloured enamel and granulation beads against creamy pale ground, gilded interior, underside with engraved monogram 'MB', 84 standard length: 14.5cm (5 5/8in).

£2,500 - 3,500

\$3,600 - 5,000

€2,900 - 4,000

Provenance

Sotheby's, New York, 13 December 1991, lot 165

Acquired from above by present owner



97 (detail)

COLLECTION OF A LADY, ITALY

97

AN IMPERIAL PRESENTATION SILVER-GILT KOVSH

Yakov Maslennikov, Moscow, circa 1763

of traditional form with raised prow and handle, the base repoussé with the Imperial double-headed eagle, the exterior tapering to Imperial eagle finial, the sides engraved in Old Russian within foliate cartouches, a further reserve with Empress Catherine in profile, the angled handle rising from repoussé and chased fruits to monogram for Catherine II terminating in Imperial crown

11.8 x 29.9 x 15.6cm (4 5/8 x 11 3/4 x 6 1/8in).

£40,000 - 60,000

\$57,000 - 85,000

€46,000 - 69,000

Provenance

Presented to the commander of a Cossack regiment
Ivan Artem'ev, 1763

Acquired circa 1998 from Mazzoleni Gallery in Milan
Thence by descent

Literature

Mostra di Icone e di Argenteria Russa [Exhibition of Icons and Russian Silverware], Milan, 1972, catalogue p. 175, illustrated p. 142

Don Cossacks were widely reputed for their rich military tradition, contributing to the defence and expansion of the Russian Empire. Catherine II relied on Cossack regiments from her ascension to the throne in 1762 and throughout her reign. Her most prominent officers were rewarded for their service with various gifts such as this presentation kovsh engraved in Old Russian 'Божиею Милостию Мы/ Екатерина Вторая/ Императрица и Самодержица Всероссийская/ и прочая и прочая и прочая//Пожаловали Си Ковшо Войска Донского Старшину и Воиваго/ Дьяка Ивана Артемьева/ Сына Янова За Ево Верныя Службы в Москве 1763 году Февраля 5 дня' [By God's grace, We, Catherine the Second, Empress and Autocrat of All-Russia, etc. etc. etc. awarded this kovsh to the Starshin (leader) of the Don Voisko (Cossack Army) and military D'iak Ivan Artemev, son of Ian, for his faithful service in Moscow 1763, February 5th].

The famous silversmith Yakov Maslennikov was born in Vladimir circa 1718 and was first employed by Vasily Kunkin in Moscow (1748-1758) before establishing his own workshop in 1758 with an outlet in the Silver Row. His hallmark appears on kovshes presented earlier by Empress Elisabeth as well as Catherine II. In 1760, Maslennikov was elected a merchant of the first guild and rose to master of the guild of silversmiths in 1762. Surviving works are preserved in the collection of the Kremlin Museums and the Historical Museum in Moscow as well as the Hermitage in St. Petersburg.



different views





98



99

VARIOUS PROPERTIES

98 Y Φ

A SILVER-GILT AND ENAMEL TEA SET

Ivan Saltykov, Moscow, 1898-1908

comprising creamer, swing handled sugar bowl and tongs, each with polychrome shaded enamel floral motifs, outlined with blue beaded borders, gilded interiors; together with associated teapot with similar shaded design, possible tusk insulator bands, 84 standard height of teapot: 16.4cm (6 7/16in).

£6,000 - 8,000

\$8,500 - 11,000

€6,900 - 9,200

99*

A SET OF SIX PARCEL-GILT AND ENAMEL COFFEE CUPS, SAUCERS AND SPOONS

Nikolai Zverev, Moscow, 1908-1917

decorated in varicoloured filigree enamel with floral garlands and scrolls against stippled ground, flanked with blue dots and geometric borders, small spoons with twisted stems decorated en suite, 84 standard (18) height of cup: 7.5cm (3in); diameter of saucer: 11.5cm (4 5/8in).

£8,000 - 12,000

\$11,000 - 17,000

€9,200 - 14,000

Provenance

Private collection, USA

100*

A SILVER-GILT AND PLIQUE-À-JOUR WAITER

apparently unmarked, probably by

Pavel Ovchinnikov

circular, with raised flat circular border, raised on four ball feet, decorated in colourful varicoloured transparent enamel within fine twisted wireworks
diameter: 14.5cm (5 3/4in).

£5,000 - 7,000

\$7,100 - 10,000

€5,700 - 8,000

Provenance

Sotheby's, New York, 13-14 June 1984, lot 399

Acquired from above by present owner



100

101*

A PARCEL-GILT AND ENAMEL TRAY

Ivan Saltykov, Moscow, 1896

rectangular with two handles, top decorated in fine filigree varicoloured enamel featuring stylized leaves and garlands against stippled gilded ground, centre and surrounding field decorated in blue enamel and fine wire scrolls; curved edge and scroll handles with similar floral design, stippled background and the underside of the tray are gilded, *84 standard length with handles: 54cm (21 1/4in).*

£4,000 - 6,000

\$5,700 - 8,500

€4,600 - 6,900

Provenance

Private collection, USA



101

102*

A SILVER-GILT AND ENAMEL BEAKER

Pavel Ovchinnikov, Moscow, 1889

of tapering form on spreading circular foot, decorated with arched motifs, floral vines and geometric ornamental borders; all in varicoloured filigree enamel, *84 standard height: 13.5cm (5 1/4in).*

£3,000 - 5,000

\$4,300 - 7,100

€3,400 - 5,700

Provenance

Sotheby's, New York, 13 December 1991, lot 154

Acquired from above by present owner



102

103



103*

A SILVER-GILT AND ENAMEL TEA CADDY

Antip Kuzmichev, Moscow, before 1898,
retailed by Tiffany and Co.

circular form with narrowing top, with fitted
cork stopper under circular slip-on lid, body
decorated with elongated swirls and arched
border with rosettes rendered in blue, green
and white translucent and matt cloisonné enamel,
lid decorated *en suite*, on plain circular foot,
88 standard
height: 10cm (4in).

£2,000 - 4,000

\$2,800 - 5,700

€2,300 - 4,600

Provenance

Private collection, USA

104



104*

A SMALL SILVER-GILT AND ENAMEL BOWL

Cyrillic mark 'SB', Moscow, before 1898

circular form with two scroll handles, elevated on
circular foot, exterior and interior enamelled with
stylized flowerhead and garland in yellow and white
against moss green ground within borders of white
beads, the bowl centred with a medallion of a
dancing crane, handles enamelled *en suite*
diameter with handles: 10.5cm (4 1/8in).

£2,500 - 3,500

\$3,600 - 5,000

€2,900 - 4,000

Provenance

Acquired by present owner from Barbara Alpren
Antiques, New Jersey

105



105*

**A SILVER, CHAMPLEVÉ AND PLIQUE-À-JOUR
ENAMEL PLATE**

apparently unmarked, with scratched inventory
number '1348'

circular with scalloped border, decorated in white,
blue, black and red translucent and matte enamel
featuring geometric designs, underside engraved
with a monogram
diameter: 22.3cm (8 3/4in).

£4,000 - 5,000

\$5,700 - 7,100

€4,600 - 5,700

Provenance

Sotheby's, New York, 17 June 1982, lot 183B
Acquired from above by present owner



106*

A SILVER-GILT AND ENAMEL CASKET

Moscow, 1908-1917, unidentified maker's mark in Cyrillic 'LP'
 rectangular form with hinged lid and front latch, with a pair of hinged
 handles, stepped lid is set with a painted scene after 'Three Bogatyrs'
 by V. Vasnetsov, scene appears to be executed in watercolour under
 varnish, body of the casket enamelled in fine varicoloured shaded
 filigree enamel featuring stylized flowers, berries, leaves, all with fine
 wire work, 88 standard
 14.5 x 11.8 x 7.5cm (5 3/4 x 4 3/4 x 2 1/2in).

£15,000 - 20,000

\$21,000 - 28,000

€17,000 - 23,000

107

**A GILT-BRONZE MOUNTED MALACHITE
PERPETUAL CALENDAR**

Probably Peterhof Imperial Lapidary Works with mounts by Nichols and Plinke, circa 1855
of architectural form, the stepped pedestal base rising to shaped rectangular case mounted with hinged dome opening to reveal compartment for cards printed with year date and barrelled mechanisms governing Julian and Gregorian calendar dates flanking days of the week expressed in French; with winding key housed inside lid and additional date cards
13 x 26 x 35cm (5 1/8 x 10 1/4 x 13 3/4in).

£12,000 - 15,000

\$17,000 - 21,000

€14,000 - 17,000



A comparable calendar manufactured in 1854 at The Peterhof Lapidary Works of lapis lazuli with mounts by Nichols & Plinke preserved at the Hermitage Museum (Эп-6454) and also illustrated by Hau in the 1858 watercolour of the Study of Empress Alexandra Feodorovna also preserved at the Hermitage (OP-14382). Photograph © The State Hermitage Museum/ photo by Vladimir Terebenin

Research into a comparable calendar of lapis carved by the Peterhof Imperial Lapidary Works and preserved at the Hermitage Museum in St. Petersburg suggests an earlier date than that of the 1866 date card illustrated. In 1854, two identical pairs of calendars on copper bases were produced. The earlier pair was presented to the Empress for Christmas and the other for Easter 1855. The bronze calendars were ordered from Nicholas and Plinke at a total cost for the lapis and mounts of 1953 silver rubles for each pair. Records show that in 1855, a further example in malachite was completed with gilt bronze mounts from Nichols and Plinke at a cost of 475 rubles but its location was not further documented. (N. Mavrodina, *The Art of Russian Carvers 18th-19th Centuries*, St. Petersburg, 2007, pp. 144-145). It has been suggested that the malachite of the proposed lot is characteristic of the Mednorudyansky deposit near Nizhny Tagil, originally mined by the legendary Demidoffs and consistent with the quality seen in pieces attributed to the Imperial Lapidary and enriched with Nichols and Plinke mounts.

The Gregorian calendar, also referred to as 'nouveau style' (N.S.) was adopted in 1918 when it ran twelve days behind Julian or 'vieux style' (V.S.) dates used internationally. An instrument able to convert between the two methods, using the winding key on a weekly basis, would have delighted as a novelty and when elevated to bronze, malachite and French labels, an item of luxury.





108

108

A PORCELAIN CUP AND SAUCER

Imperial Porcelain Factory, St. Petersburg, dated 1854

the cup depicting children as characters from the commedia dell'arte flanked by trailing floral motifs between gilt strap work bands, with c-scroll handle, the underside with Nicholas I cipher, dated 1854 and inscribed "Planteur et Créole", the saucer enriched *en-suite* (2)
diameter of saucer: 14cm (5 1/2in).

£3,000 - 5,000

\$4,300 - 7,100

€3,400 - 5,700

This example is dated 1854, the year the service was created by Vivant Beaucé, a French born painter at the Imperial Porcelain Factory. For a tête-à-tête service with a covered sugar bowl of the same design preserved at the Peterhof Museum, see T. Kudriavtseva, *Russian Imperial Porcelain*, St. Petersburg, 2003, pp. 156 and 248. A further cup and saucer from this service is illustrated in von Wolf, (ed. T.N. Nosovich), *Imperatorskii farforovyi zavod, 1744-1904*, St. Petersburg, 2003, p. 209, pl. 324.



109

109*

A PAIR OF GLASS GOBLETs FROM THE IMPERIAL COTTAGE PALACE SERVICE

Imperial Glass Factory, St. Petersburg, mid-19th century

tapering form, narrow support on a circular foot, cut with geometric and floral pattern and centred with affixed blue glass shield painted with the coat-of-arms of the Alexandria Cottage, *unmarked* (2)
height: 10.5cm (4 1/4in).

£1,200 - 1,800

\$1,700 - 2,600

€1,400 - 2,100

110*

**A GLASS WINE DECANTER FROM THE
IMPERIAL BANQUET SERVICE**

Imperial Glass Factory, St. Petersburg, 1850s
of mallet form, body with lobbed sides and
ring-moulded waisted neck with an associated
ball-shaped stopper, centred with an enamelled
medallion with gilt foil insert depicting the crowned
Cyrillic monogram 'AM' against ermine mantling,
unmarked
height: 26.8cm (10 1/2in).

£5,000 - 8,000

\$7,100 - 11,000

€5,700 - 9,200

Provenance

Property from a private collection, USA



110

111*

**FOUR GLASS GOBLETS FROM THE IMPERIAL
BANQUET SERVICE**

Imperial Glass Factory, St. Petersburg, 1850s
bowl with molded lobbed sides, stepped support
on on circular foot, centred with an enamelled
medallion with gilt foil insert depicting the crowned
Cyrillic monogram 'AM' against ermine mantling,
all unmarked (4)
height: 10.5cm (4 1/8in).

£4,000 - 6,000

\$5,700 - 8,500

€4,600 - 6,900



111

112*

A PORCELAIN VASE

Imperial Porcelain Factory, St. Petersburg, 1870s, after model by August Spiess

circular tapering body encircled in the lower half with a gilded border and set with a pair of sculptural neo-classical handles, front painted with a circular vignette featuring a pair of cupids with musical attributes, all within palm leaves and floral garland against soft pink ground; bottom of the vase, stepped circular foot and border on top are with moulded sculptural borders of gilded acanthus leaves, *underside of the bowl marked in the body of porcelain with Cyrillic initial 'Sh' and number '28'*

height: 33cm (13in).

£20,000 - 25,000

\$28,000 - 36,000

€23,000 - 29,000



Spiess, August. *Sketch of the vase.* 1876.

Inv. no M3-F-2397

The State Hermitage Museum, St. Petersburg

Photograph © The State Hermitage Museum /

photo by Mironova E.V.



В 1860-е гг. на Императорском фарфоровом заводе «характер кукол и других фарфоровых произведений под влиянием модельмейстера А. Шписа стал меняться как в технике, так и в сюжетах и их разработке» (*Императорский фарфоровый завод. 1744–1904* / под науч. ред. В. В. Знаменова. СПб., 2008. С. 349).

Глава скульптурного отделения Императорского фарфорового завода А. Шпис, наряду с другими скульпторами (В. Босе, А. Шауфельбергер, А. Шрейбер и др.) трудились над созданием предметов, стилизованных в разных исторических стилях. Приемы компоновки предметов в «стилях» имели немало аналогов среди других фарфоровых изделий эпохи историзма. Не привнося чего-либо принципиально нового, творчески неординарного в художественное решение подобных изделий, скульпторы, обобщая уже достигнутое, создавали стилистически узнаваемые по своему декоративному решению произведения. К числу подобных произведений относится и ваза с изображением амуров в медальоне, созданная по модели А. Шписа.

Данный творческий метод использовали многие скульпторы-фарфористы Императорского фарфорового завода эпохи историзма. Согласно веяниям времени, художники и скульпторы обращались в своем творчестве к работам «в стилях», либо к подражаниям подлинным итальянским майоликам, блюдам Б. Палисси и др. Таким образом, мастера воссоздавали и повторяли старые формы, заимствуя орнаментальные мотивы из искусства ушедших эпох (Лопато М. Н. *Историзм как художественный феномен // Историзм в России: Стиль и эпоха в декоративном искусстве. 1820–1890: Каталог выставки.* СПб., 1996. С. 9).

Круг сюжетов, к которым обращался сам Август Шпис, чаще всего восходили к художественному наследию XVIII века. Настоящий фарфор всегда имеет «хорошую родословную»: историко-культурные связи, источники, сложную предысторию. Особенно это относится к фарфору XIX века эпохи историзма, который весь составлен из заимствованных элементов, и

ценность которого тем большая, чем сложнее и прихотливее его программа и художественное решение.

Вазы, настольные украшения и фарфоровые группы, созданные А. Шписом во второй половине XIX века, неоднократно повторялись, многие из них неизменно фигурировали в праздничных подношениях ко Двору к Рождеству и Пасхе. Такое типологическое разнообразие свидетельствует о его широкой художественной осведомленности. «Из фарфора можно сделать все», – говорил И.-И. Кендлер, которому европейский порцелин обязан рождением как самобытного искусства (Цит. по: Сиповская Н. В. *Фарфор в русской художественной культуре XVIII в.*: автореф. дис. ... д-ра иск., М., 2010. С. 29).

Эта фраза – ключ и к пониманию «искусства фарфора» Августа Шписа. Русский фарфор середины – ¾ четверти XIX в. во многом именно благодаря его творчеству стал так поразительно разнообразен, как это было в Западной Европе в XVIII столетии.

С начала 1860-х гг. Шпис все большее внимание уделяет созданию ваз с лепным декором, используя «скульптурные цитаты» разных стилей (Khmelnitskaya E. *Vasen und Dekoration von A. Spiess // Keramos.* 2011. N 214. P. 35).

Порой модели Шписа производят впечатление «перегруженных», лишенных чувства меры в скульптурных украшениях и бронзовых «монтажах». Однако «скульптурные декорации» его произведений в большинстве случаев органично связаны с пластическим пониманием формы предмета и благодаря этому выделяются легкими очертаниями и гармоничной пропорциональностью декоративных элементов. Это положение в полной мере относится и к вазе с изображением амуров в медальоне. Впервые Шпис создал подобную форму вазы в нач. 1870-х гг. Авторский, подписной эскиз этой формы вазы хранится в собрании Государственного Эрмитажа (Инв. № МЗ-И 2379). Также в собрании Государственного Эрмитажа находятся две парные вазы, созданные по этой модели Шписа в 1879 г. в крупном размере.

(Инв. №№ ЭРФ — 7357 а,б; 7358 а,б). Известно, что по данной модели Шписа было создано несколько ваз в уменьшенном размере, к их числу относится и ваза с изображением амуров в медальоне.

Большая часть парадных изделий, созданных по моделям А. Шписа, предназначалась для декорировки парадных интерьеров императорских дворцов и великокняжеских резиденций. Их основной заказчицей была императрица Мария Александровна, поскольку Александр II уделял крайне мало времени делам развития придворных мануфактур, в числе которых был и Императорский фарфоровый завод. Проведя анализ фарфоровых предметов, которые заказывала императрица Мария Александровна и которые находились в ее личных комнатах, можно сделать вывод, что самой императрице нравились небольшие вазы и фарфоровые изделия с незатейливыми пейзажами и пасторальями, с аккуратно размещенными рокайльными букетами и гирляндами, с фигурами нимф и амуров. Составив точное представление о художественных пристрастиях императрицы, Шпис создавал такие произведения, которые соответствовали ее вкусу.

Мария Александровна ярким праздникам предпочитала тихие уединенные будни, которые она окружала фарфоровыми статуэтками, цветниками и вазами в нежных цветовых гаммах с изображениями любовных историй и игр амуров, наподобие тех, которые изображены на вазе с изображением амуров в медальоне работы Августа Шписа.

Мы благодарим Доктора Искусствоведения Екатерину Хмельницкую, хранителя коллекции русского фарфора 19 – начала 21 вв Государственного Эрмитажа, за проведенное исследование и предоставление описания данного лота.

We are grateful to Dr. Ekaterina Khmel'nitskaya, Curator of Russian Porcelain of 19th - early 20th century, at the State Hermitage Museum for her kind assistance in conducting research and providing the essay for the present lot.





113*

AN ORDER OF KUTUZOV, THIRD CLASS

underside stamped in Russian "Monetnyi Dvor", with scratched award number '6665' shaped as ten-point star and centred with a profile portrait of Field-Marshal Mikhail Kutuzov, origin silver nut; in a fitted box, with original award book (2)
diameter: 4.5cm (1 3/4in).

£4,000 - 6,000

\$5,700 - 8,500

€4,600 - 6,900

Provenance

Awarded to Colonel Samuel M. Thomas, April 1944, award certificate 6665
 Thence by descent

Colonel and later Brig. General S.M.Thomas of Arkansas was awarded the Soviet order of Kutuzov, Third class for his aid in establishing supply line which has forwarded more than 3 mln tons of war equipment and supplies to the USSR during the Second World War. As a member of the Persian Gulf Command, he assisted in 'the movement of arts, equipment and food supplies for the Soviet Union thus affording great assistance to the Red Army in its struggle with the Nazi Germany' (as described in period newspapers). Apparently there were only 29 officers and four enlisted men of the USA who were awarded decorations by the Soviet Union.



114

114

A SET OF TWELVE PORCELAIN PLATES

Kornilov Brothers, St. Petersburg,
early 20th century
the circular cavettos decorated with scenes
after originals by Nikolai Karazin depicting
Russian country life within gilt rims (12)
diameter: 20.3cm (8in).

£7,000 - 10,000
\$10,000 - 14,000
€8,000 - 11,000

115

A SET OF TEN PORCELAIN PLATES

Kornilov Brothers, St. Petersburg,
early 20th century
the circular cavettos decorated with scenes
after originals by Nikolai Karazin depicting
Russian country life within gilt rims (10)
diameter: 20.3cm (8in).

£6,000 - 8,000
\$8,500 - 11,000
€6,900 - 9,200

Nikolai Karazin (1842-1908) was a distinguished
military officer, painter and writer known for his
prolific illustrations including ethnographic vignettes.

For identical examples of Kornilov Brothers plates
after Karazin designs, see V. Znamenova (ed.),
Private Porcelain Factories of the Russian Empire,
1756-1917, Rinal-Inter, 2011, pp. 389-395.
(lots 114 and 115)

115

114 (one out of ten)



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



116

116

A BRONZE GROUP OF COSSACKS

after the model by E. Lancere, cast by the

Chopin Foundry

signed in the bronze

bronze

height: 29.5cm (11 5/8in).; length: 34cm (13 3/8in).

£4,000 - 5,000

\$5,700 - 7,100

€4,600 - 5,700

117

A CAST-IRON FIGURE OF YERMAK

after the model by Parmen Zabello (1830-1917)

signed 'Zabello' and 'Ermak' (in Cyrillic) in the base,

with the Kasli Foundry mark (on underside); with

small plaque applied to edge of base with dedication

inscription in Cyrillic 'To N.V. Popov/ XII - 1954/

Kinschak'

height: 46cm (18 1/8in).

£1,000 - 1,500

\$1,400 - 2,100

€1,200 - 1,700

Provenance

Private collection, UK

118

A FIGURE OF A CAMPAIGN SOLDIER

white metal

height including base: 34cm (13 3/8in).

£500 - 700

\$710 - 1,000

€580 - 810

Provenance

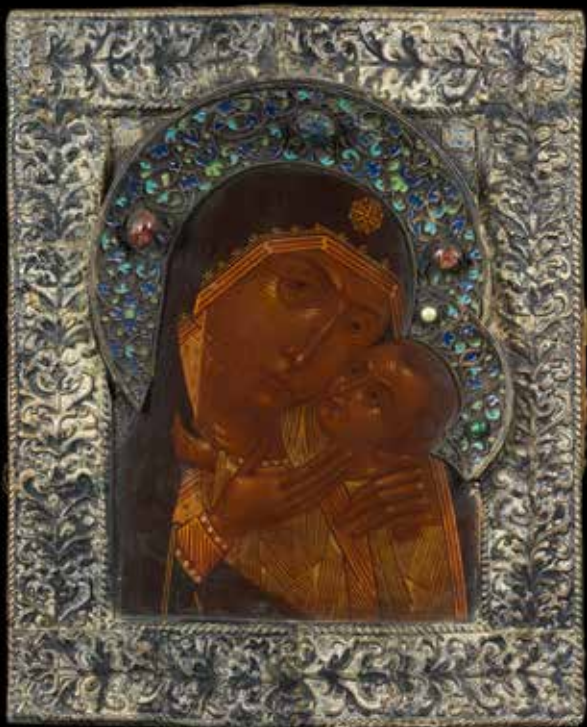
Private collection, UK



117



118



119 (1)



119 (2)

119

**THE MOTHER OF GOD KORSUNSKAYA
AND CHRIST PANTOCRATOR**

1) Russia, 19th century

finely painted in strong colours in repoussé chased
and engraved oklad, applied enamel halo decorated
with translucent stones and a pearl

2) maker's mark in Cyrillic 'E.G', Moscow,

19th century

traditionally painted in strong colours in chased
and engraved parcel-gilt oklad (2)

size of largest: 31 x 26.5cm (12 3/16 x 10 7/16in).

£800 - 1,000

\$1,100 - 1,400

€920 - 1,200

120

A JEWELLED SILVER-GILT PECTORAL CROSS

maker's initials in Cyrillic 'P.F', Moscow,

early 19th century

traditional form with pear-shaped pendant attached

below, surmounted by paste-set crown, the front

with crucifix against ground simulating wood

surrounded by pastes in parcel-gilt unmarked box

(circa 20th century) with repoussé and chased

crucifix, fabric lined interior, 84 standard (2)

height of case: 28cm (11in).

£5,000 - 7,000

\$7,100 - 10,000

€5,700 - 8,000



120



120 (box)



121

121

THE MOTHER OF GOD OF KAZAN

maker's mark in Cyrillic 'S.D' for Dementiev Semen (1823-1861), Moscow, 1847
finely painted in strong colours in a repoussé, chased and engraved silver-gilt oklad, halos applied with paste stones
22 x 18cm (8 11/16 x 7 1/16in).

£800 - 1,000

\$1,100 - 1,400

€920 - 1,200

122

CHRIST PANTOCRATOR

maker's mark indistinct, Moscow, 1882
in a chased and engraved parcel-gilt oklad, halo applied with coral beads; in glazed wooden kiot
in kiot: 34 x 29.5cm (13 3/8 x 11 5/8in).

£1,200 - 1,500

\$1,700 - 2,100

€1,400 - 1,700



122

123

THE MOTHER OF GOD OF KAZAN

maker's mark in Cyrillic 'VS', Moscow, 1870
traditionally painted in strong colours in repoussé, chased and engraved silver-gilt oklad and halo with applied translucent stones and sea pearls
30.5 x 26cm (12 x 10 1/4in).

£1,000 - 1,200

\$1,400 - 1,700

€1,200 - 1,400



123



124

124

THE MOTHER OF GOD OF KAZAN

maker's mark in Cyrillic 'AM', Moscow, 1888
traditionally painted in bold colours in repoussé,
chased and engraved silver oklad, applied with
seven enamel plaques in wooden glass kiot
31 x 26.5cm (12 3/16 x 10 7/16in).

£1,000 - 1,200

\$1,400 - 1,700

€1,200 - 1,400

125

THE MOTHER OF GOD OF VLADIMIR

Russian, circa 1800
with with the Evangelist Matthew and Saint Alexei,
Metropolitan of Moscow, the Wonder Worker,
traditionally painted in strong colours with the prayer
for the Servants of God, Matthew, Lapshov and
Alexei Pankratov and their Spiritual Father, Vasilii
Alexandrovich Silin, with associated silver-gilt oklad,
maker's mark in Cyrillic 'D.E.'
19.4 x 17cm (7 1/2 x 6 1/2in).

£800 - 1,000

\$1,100 - 1,400

€920 - 1,200



125

END OF SALE





INDEX

A	
Akhmarov, Chingiz	54
Alexandrovski, Stephan Fedorovich	20
B	
Bakst, Leon	32
Benois, Alexandre	27, 52
Berners, Lord	49, 50
Blibin, Ivan Yakovlevich	35, 36
D	
Deineka, Aleksandr Aleksandrovich	55
F	
Fechin, Nikolai	16
G	
Gaspard, Leon Schulman	38
Goncharova, Natalia	33
Goncharova, Natalia Sergeevna	31
Gorbatov, Konstantin Ivanovich	15, 43
Grigoriev, Boris Dmitrievich	47
Gruzinsky, Petr Nikolaevich	5
H	
Harlamoff, Alexei Alexeevich	13
I	
Isupov (Issupoff, Alessio), Alexei	21, 40, 41
Isupov, Aleksei Vladimirovich	44
K	
Kazakov, Ivan	51
Kharitonov, Nikolai Vasilievich	6
Kondratenko, Gavril Pavlovich	14
Korovin, Konstantin Alexeevich	30
Kovalsky, Sergei	67
Kozhin, Simon	65
L	
Lebedev, Klavdiy Vasilievich	42
Levitan, Isaak Ilych	25, 28
M	
Mak, Paul	19
Makovsky, Konstantin Egorovich	8
Manievich, Abraham	39
Matveev, Nikolai Sergeevich	1
Muter, Maria-Mela	45
N	
Neizvestny, Ernst	63, 64
Neizvestny, Ernst Iosipovich	59
O	
Olga Alexandrovna, Grand Duchess	9, 18
P	
Popkov, Viktor	56, 57
R	
Roerich, Nikolai Konstantinovich	34, 48
S	
Samokysh-Sudkovskaya, Elena Petrovna	7
Serebriakova, Zinaida Evgenievna	37
Serov, Valentin Aleksandrovich	24
Smirnov, Boris Vasilievich	11
Sokolov, Petr Fedorovich	22, 23
Solomko, Sergei	12
Somov, Konstantin Andreevich	29
Sotnikov, Ivan	68
Steinberg, Edward	61
Stelletskey, Dmitrii Semenovich	26
T	
Tchistovsky, Lev	10
Tselkov, Oleg	60
U	
Ungewitter, Hugo	17
V	
Volkov, Sergei	62A, 62B
Vorobieva (called Marevna), Maria	46
Vorona, Ekaterina	66
W	
Weisberg, Vladimir	58
Z	
Zakaryan, Edmond	53
Zichy, Mikhail Aleksandrovich	2, 3, 4

**OPENING TIMES**

Monday to Friday 9am - 5pm
Lunch: 12noon - 2.30pm
Dinner: Friday, from 7pm

BOOKINGS

+44 (0) 20 7468 5868
bonhamsrestaurant.com

Bonhams

RESTAURANT

bonhamsrestaurant.com

MUSIC, MAGIC AND FLIGHT

Alexander Golovin's Designs for the
Lost Production of Igor Stravinsky's
Le Rossignol

EXHIBITION

24 May - 6 June

Thursday 24 May, 9am to 4.30pm

Friday 25 May, 9am to 4.30pm

Tuesday 29 May, 9am to 4.30pm

Wednesday 30 May, 9am to 4.30pm

Thursday 31 May, 9am to 4.30pm

Friday 1 June, 9am to 4.30pm

Sunday 3 June, 11am to 3pm

Monday 4 June, 9am to 4.30pm

Tuesday 5 June, 9am to 4.30pm

Wednesday 6 June, 9am to 12pm

SET THE STARS FREE:

The Lost Production of Stravinsky's *Le Rossignol*

A talk by Brad Rosenstein, Independent Curator

Wednesday 30 May, 6:30 pm to 8pm

ALEXANDER GOLOVIN (1863 - 1930)

Costume design for the Emperor
from Stravinsky's opera *Le Rossignol*
Watercolour and ink on paper

ENQUIRIES

+44 (0) 20 7468 8312

russian@bonhams.com

Bonhams

101 New Bond Street
London W1S 1SR

Bonhams

bonhams.com/russian



NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

In most cases, an Estimate is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams’* opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any VAT or *Buyer’s Premium* payable or any other fees payable by the *Buyer*, which are detailed in paragraph 7 of the *Notice to Bidders*, below. *Lots* can in fact sell for *Hammer Prices* below and above the *Estimate*. Any *Estimate* should not be relied on as an indication of the actual selling price or value of a *Lot*. *Estimates* are in the currency of the *Sale*.

Condition Reports

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

The Seller’s responsibility to you

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

Bonhams’ responsibility to you

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

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

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

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

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

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

25% up to £175,000 of the *Hammer Price*
20% from £175,001 to £3,000,000 of the *Hammer Price*
12.5% from £3,000,001 of the *Hammer Price*

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

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

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

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

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

8. VAT

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

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

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

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

9. PAYMENT

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

Bonhams' preferred payment method is by bank transfer.

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

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

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

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

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

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

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

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

Credit cards (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only). There is a £5,000 limit on payment value if payment is made in person using Chip & Pin verification.

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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

Barrels of guns sold as parts will only be made available for

sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

Condition of Firearms

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

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements Firearms Act 1968 as amended

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

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

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

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

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

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

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

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

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 – German bottled
OB – Oporto bottled
UK – United Kingdom bottled
owc – original wooden case
iwc – individual wooden case
oc – original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

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

Under this contract the *Seller's* liability in respect of the quality of the *Lot*, 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 *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the *Sale* conforms in every respect with the terms implied by the *Sale* of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);
- 2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;
- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

3 DESCRIPTIONS OF THE LOT

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

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

5 RISK, PROPERTY AND TITLE

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

6 PAYMENT

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

7 COLLECTION OF THE LOT

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

8 FAILURE TO PAY FOR THE LOT

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

9 THE SELLER'S LIABILITY

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

10 MISCELLANEOUS

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

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

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

1 THE CONTRACT

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

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT

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

4 COLLECTION OF THE LOT

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

- 4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
- 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.
- 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.
- 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

5 STORING THE LOT

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

6 RESPONSIBILITY FOR THE LOT

- 6.1 Only on the payment of the *Purchase Price* to us will title in the *Lot* pass to you. However under the *Contract for Sale*, the risk in the *Lot* passed to you when it was knocked down to you.
- 6.2 You are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.

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

10.3.1	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective of 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.	the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or	12.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
10.3.2	Unless you buy the <i>Lot</i> as a <i>Consumer</i> , in any circumstances where we are liable to you in respect of a <i>Lot</i> , 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 <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i>) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	it can be established that the <i>Lot</i> is a non-conforming <i>Lot</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or	12.8	In this agreement "including" means "including, without limitation".
	You may wish to protect yourself against loss by obtaining insurance.	the <i>Lot</i> comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or	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.
10.4	Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.	the <i>Lot</i> was listed in the <i>Catalogue</i> under "collections" or "collections and various" or the <i>Lot</i> was stated in the <i>Catalogue</i> to comprise or contain a collection, issue or <i>Books</i> which are undescribed or the missing text or illustrations are referred to or the relevant parts of the <i>Book</i> contain blanks, half titles or advertisements.	12.10	Reference to a numbered paragraph is to a paragraph of this agreement.
11	BOOKS MISSING TEXT OR ILLUSTRATIONS Where the <i>Lot</i> is made up wholly of a <i>Book</i> or <i>Books</i> and any <i>Book</i> does not contain text or illustrations (in either case referred to as a "non-conforming <i>Lot</i> "), we undertake a personal responsibility for such a non-conforming <i>Lot</i> in accordance with the terms of this paragraph, if: the original invoice was made out by us to you in respect of the <i>Lot</i> and that invoice has been paid; and you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a non-conforming <i>Lot</i> , and in any event within 20 days after the <i>Sale</i> (or such longer period as we may agree in writing) that the <i>Lot</i> is a non-conforming <i>Lot</i> ; and within 20 days of the date of the relevant <i>Sale</i> (or such longer period as we may agree in writing) you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a non-conforming <i>Lot</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> . but not if: the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> indicates that the rights given by this paragraph do not apply to it; or	If we are reasonably satisfied that a <i>Lot</i> is a non-conforming <i>Lot</i> , we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> and <i>Buyer's Premium</i> paid by you in respect of the <i>Lot</i> . 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 <i>Lot</i> , all rights and benefits under this paragraph will cease.	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 <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
		12 MISCELLANEOUS	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 <i>Sale</i> 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. <i>Bonhams</i> has a complaints procedure in place.
		12.1 You may not assign either the benefit or burden of this agreement.		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 <i>Website</i> 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.
		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.		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.
		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.		LIST OF DEFINITIONS "Additional Premium" a premium, calculated in accordance with the <i>Notice to Bidders</i> , to cover <i>Bonhams' Expenses</i> relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the <i>Buyer</i> to <i>Bonhams</i> on any <i>Lot</i> marked [AR] which sells for a <i>Hammer Price</i> which together with the <i>Buyer's Premium</i> (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the <i>Sale</i> using the European Central Bank Reference rate prevailing on the date of the <i>Sale</i>). "Auctioneer" the representative of <i>Bonhams</i> conducting the <i>Sale</i> .
		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 <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.		
		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 <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.		

“**Bidder**” a person who has completed a *Bidding Form*.

“**Bidding Form**” our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

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

“**Book**” a printed *Book* offered for *Sale* at a specialist *Book Sale*.

“**Business**” includes any trade, *Business* and profession.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Loss and Damage Warranty**” means the warranty described in paragraph 8.2 of the Conditions of Business.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Stamp**” means a postage *Stamp* offered for *Sale* at a Specialist *Stamp Sale*.

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

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

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

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

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

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

“**Website**” *Bonhams Website* at www.bonhams.com

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

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

GLOSSARY

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

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

“**bailee**”: a person to whom goods are entrusted.

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

“Section 12 Implied terms about title, etc

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

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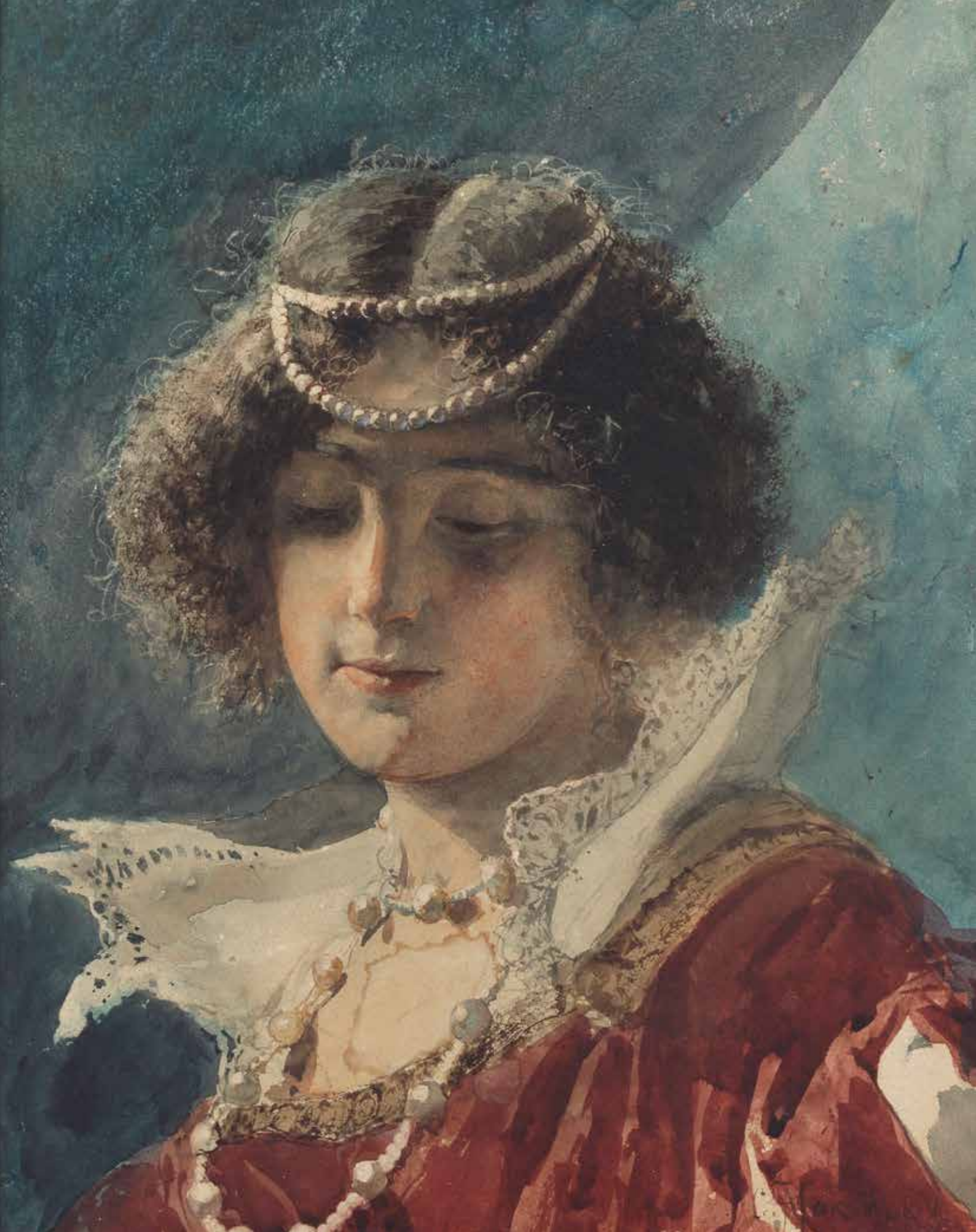
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