Alice's Adventures in Wonderland THE EXTREMELY RARE 1865 FIRST EDITION

New York 16 June 2016



CHRISTIE'S





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Alice's Adventures in Wonderland THE EXTREMELY RARE 1865 FIRST EDITION

THURSDAY 16 JUNE 2016

PROPERTY FROM

Jon A. Lindseth

AUCTION

Thursday 16 June 2016 at approximately 12.00 noon (Lot 1)

20 Rockefeller Plaza New York, NY 10020

VIEWING

Saturday	11 June	10.00 am - 5.00 pm
Sunday	12 June	1.00 pm - 5.00 pm
Monday	13 June	10.00 am - 5.00 pm
Tuesday	14 June	10.00 am - 5.00 pm
Wednesday	15 June	10.00 am - 5.00 pm

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AUCTION CODE AND NUMBER

In sending absentee bids or making enquiries, this sale should be referred to as **ALICE-13844**

CONDITIONS OF SALE

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CHRISTIE'S



This story of a Victorian child's dreamlike encounters with a succession of bizarre and loquacious creatures made an impact from the moment of its publication...the story has become a universal reference for art, marketing, pop culture, and political satire. Prim yet precocious Alice has achieved the rare feat of becoming both a mainstream and a contercultural icon.

-Grolier/One Hundred Books Famous in Children's Literature

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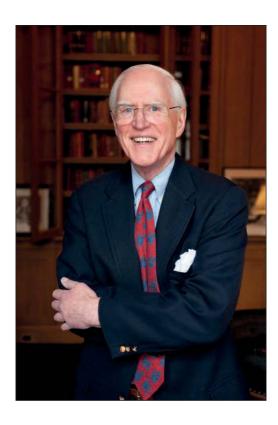
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A Note on the "1865 Alice" — An Icon of World Literature by Jon A. Lindseth

lice's Adventures in Wonderland is a worldwide phenomenon. Currently published in more than 170 languages—with an additional forty-four editions being prepared for print—this icon of literature is the most translated English children's story in history. Alice herself has been called "the universal child," a character who has been adapted, illustrated, and embraced throughout the world. One writer has even said that Alice is actually two books: one for children, and another for adults. In my view, she is for everyone, everywhere.

In 1898, *The Times* of London observed: "It is curious to notice how frequently *Alice in Wonderland* is quoted in reference to public affairs, as well as to ordinary matters of everyday life. Hardly a week passes without the employment of its whimsicalities to point a moral or adorn a tale." In 1962, the translator Tiny Mulder declared, "A language is not complete if there are no translations of the Bible, Shakespeare, and *Alice in Wonderland*." A Chinese scholar noted: "Of all Western Literary masterpieces introduced to China in the twentieth century, no other work has been so well received." Indeed, there are now 463 Chinese editions by some 250 translators. When the Surrealists claimed Lewis Carroll as one of their own in the 1930s, sales of *Alice* took off in France; adult readers drove its success to include 451 French editions. *Alice* can be found in surprising forms: from Brazilian Sign Language to the Australian Aboriginal language Pitjantjatjara.

There are many ways to measure which book is the most translated or cited. The media research firm BurrellesLuce tracked fifteen thousand US newspapers and journals for the frequency of use of *Alice in Wonderland* compared with *Hamlet*—at forty-one languages, the most translated of Shakespeare's plays, according to the Folger Shakespeare Library. BurrellesLuce found that *Alice* elicited more mentions than *Hamlet*, while Shakespeare was mentioned more frequently than Lewis Carroll. For these two literary greats, it was something of a draw.



COLLECTING ALICE

I have been a collector of Lewis Carroll—alias of Charles Dodgson, a mathematics lecturer at Christ Church, Oxford during the Victorian period—for over twenty-five years. The most desired book for all Carroll collectors and institutions is the very rare 1865 first edition of *Alice's Adventures in Wonderland*. With only twenty-two extant copies, this first edition is rarer than Shakespeare's First Folio. Of these twenty-two copies of *Alice*, sixteen are held by institutions, and six remain in private hands. Of the editions held privately, four have been rebound and two are in their original cloth—always my objective as a collector—with one of these described as heavily worn.

The remaining, original cloth copy thus became my target acquisition. Bill Self, a movie and television producer in Los Angeles, owned the edition. I communicated with Bill often, and on one occasion was invited to visit him in California. In addition to the 1865 *Alice*, he had an enormous collection of Dickens and some very rare Brontë material, another of my interests. I offered to purchase his copy of *Alice* and a copy of the first *Wuthering Heights*, both in original cloth. At the time, Bill said he had no interest in selling, but that I would hear from him if he ever did. In the fall of 1997, I received a phone call from Lou Weinstein of the Heritage Bookshop in Los Angeles. Bill was willing to sell me his *Alice* and after some negotiation, a deal was made.

I have exhibited my 1865 *Alice* twice since purchasing it. The first was in 1998, when I curated an exhibition at the Grolier Club in New York on the occasion of the one hundredth anniversary of the death of Lewis Carroll. I dedicated the 127-page exhibition catalogue to Bill Self. He flew in from Los Angeles for the opening, and had to laugh when I told the group, "All you have to do is sell me an equivalent book and I will dedicate my next exhibition catalogue to you." Of course, there is no "equivalent" to the 1865 *Alice*.

In 2009, a former president of the Lewis Carroll Society of North America called to tell me about his plans for a 2015 "Alice 150" conference in New York, coinciding with the 150th anniversary of the publication of *Alice's Adventures in Wonderland*. He asked if I was interested in participating, and my answer was yes. We spoke about holding exhibitions to augment the conference, and ended up organizing them at Columbia University, New York University, the New York Public Library, The Morgan Library and Museum, and The Grolier Club. I not only lent material for each of these exhibitions, but was also the co-curator of the Grolier exhibition *Alice in a World of Wonderlands: The Translations of Lewis Carroll's Masterpiece*, where my 1865 edition again appeared.

Little did I know that the catalogue for the Grolier exhibition would take six years. Encompassing 2656 pages across three volumes, the publication required 251 volunteer writers in 174 languages. We believe it to be the most extensive analysis ever completed of one English language novel in so many languages and dialects; even nine dialects of Scots, a Germanic language, are included. The catalogue was reviewed in the *Wall Street Journal* in a three-quarter page, full-color spread, as well as many other newspaper and magazine articles, including India's leading English language newspaper. In April 2016, I was informed that the library review journal *Choice* had awarded the book their top rating: "Essential." The *Choice* reviewer wrote that the book was "indispensable for all language and translation scholars."

A NEW CHAPTER

I am often asked what's next. The answer is to continue seeking translators for editions of *Alice* in more languages and dialects. There are forty-four new translations now in process, and the search goes on.

Today, all significant Lewis Carroll collections are held by American institutions: Harvard University; the New York Public Library; New York University; The Morgan Library and Museum; Princeton University; The Rosenbach Museum and Library in Philadelphia; and the University of Texas at Austin. The lack of significant Lewis Carroll collections in Great Britain has led me to gift my own collection to the British Library by will provision. As the British Library already holds a copy of the 1865 *Alice*, I am now putting my edition up for sale. For this rarest and most storied of books, a new chapter begins.

ALICE'S

ADVENTURES IN WONDERLAND.

BY

LEWIS CARROLL.

WITH FORTY-TWO ILLUSTRATIONS

ВУ

JOHN TENNIEL.

Hondon
MACMILLAN AND CO.
1865.

[The right of translation is reserved.]

One of the Greatest Rarities in the Book World

by Selwyn Goodacre

his is a rare copy of the legendary suppressed "1865 Alice." It is one of only eight known copies in its original binding. Two are in private hands, with the other described as "heavily worn." Alice's Adventures in Wonderland is the best known and most famous children's book of the nineteenth century, and an important addition to any collection of books and artifacts.

On July 4th, 1862, Charles Dodgson (alias Lewis Carroll) and a friend, Reverend Robinson Duckworth, took Lorina, Alice, and Edith Liddell—daughters of Dean Liddell of Christ Church, Oxford—on a trip "up the [Thames] to Godstow." It was on this journey that Carroll related the first parts of *Alice's Adventures Under Ground*, the precursor to *Alice's Adventures in Wonderland*. Upon their return, Alice Liddell asked Carroll to write down the story for her. Carroll developed the elements of his story into a book, engaging as illustrator the renowned John Tenniel of *Punch* magazine. Three years later, in June 1865, the first edition was printed—the intention being to publish on July 4th, 1865, the third anniversary of the river trip. Carroll requested the publisher Macmillan & Co. of London to bind fifty copies for him to give away. On July 15th he "wrote in twenty or more copies of *Alice* to go as presents to various friends."

A few days later, Tenniel informed Carroll that he was "entirely dissatisfied with the printing of the pictures." The author accepted the decision to withdraw the entire edition of two thousand books, and asked for those he had sent out to be returned. Just thirty-four copies returned, and were subsequently given away to hospitals and nursing homes. (Two of these "hospital" copies have survived.)

Extant copies of the 1865 edition are, not surprisingly, excessively rare. There are now only twenty-two known copies in total. One previously held at Christ Church, Oxford went missing in 1924, and has not surfaced since.

Of the twenty-two copies, sixteen are in institutional libraries: thirteen in the United States and three in the United Kingdom. Only six remain in private hands, including the present copy. Of the six that are privately held, four are rebound, leaving just this example and another—the latter described as "heavily worn"—in its original cloth.

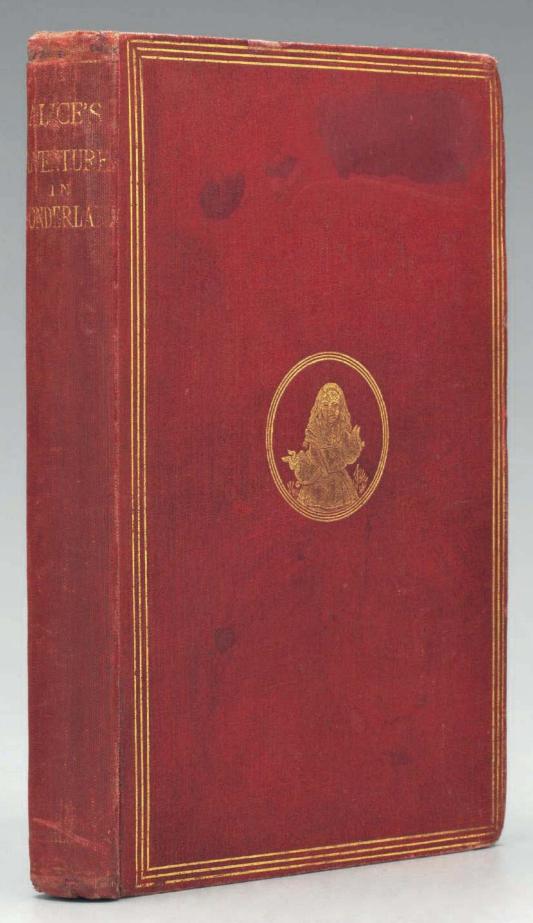
The present copy was given to George William Kitchin, Carroll's colleague at Christ Church and the secretary of the School Book Committee for the University Press. This copy is one of the ten survivors which are still in the original red cloth, eight of which are in institutional libraries. If the condition of the binding is the criterion of excellence, then the present copy would appear to rank second or third in order of merit for quality of the original binding.

Kitchin later gave the book to his daughter, Alexandra "Xie" Rhoda Kitchin (b.1864), who was one of Carroll's favorite photographic models. She sold her copy at auction in 1925 but, sadly, died on the day of the sale. Dr. A.S.W. Rosenbach, the Philadelphia book dealer, acquired it for the Pforzheimer Library. As part of that collection, it was one of nine copies of the 1865 *Alice* featured in the Columbia University Centenary Exhibition in 1932. The Pforzheimer Library sold its copy to Harriet Borland in 1974. In 1976, her library was sold, and the book was acquired by the Los Angeles film and television producer William "Bill" Self, who sold it to Jon Lindseth in 1997.

In the revised census of copies—published as part of *Alice's Adventures in Wonderland, An 1865 printing re-described and newly identified as the Publisher's "File Copy"* by Justin Schiller, privately printed for the Jabberwock, Kingston, New York, 1990—this copy was listed as number 9. In the census, numbers 1 and 2 are proof copies; 3 through 7 are presentation copies; 8 to 15 are in original bindings; and number 16 starts the rebound copies.

Whether Carroll was justified in rejecting the 1865 printing has been the cause of much discussion. Certainly, there is evidence of "show through" of ink which led to text being visible on the reverse side of a sheet. For example, text from page two mars the picture of the White Rabbit on page one, a point that would not have escaped Tenniel's notice. There are also defects in the text such as mixed type, as well as the clumsy occurrence of "widows," i.e. where less than a full line of text appears at the top of a page. Even so, Carroll was happy that the rejected sheets were sold in America, where they appeared with a new title page and binding, published in 1866 by the New York firm Appleton.

The sale of this copy presents a rare opportunity to acquire an example of the legendary "1865 *Alice*" in its true original state, with the text and binding as they were when the book was first produced. No other copy in the original binding in this condition exists in private hands.





DODGSON, Charles Lutwidge ("Lewis Carroll") 1832-1898. Alice's Adventures in Wonderland. London: [The Clarendon Press for] Macmillan, 1865.

 8° (223 x 137 mm). Collation: π^4A^2 B-N⁸. 42 wood-engraved illustrations by the Dalziel brothers after John Tenniel. (Title-page with a few minor pale stains, some occasional minor marginal finger soiling, otherwise in fine condition.) Original publisher's red cloth decorated in gilt, original endpapers with Burn bindery ticket on rear pastedown (some staining and soiling to cloth, wear to extremities, some discreet binding restoration by James Brockman of Oxford).

THE EXCEEDINGLY RARE FIRST ISSUE OF THE SUPPRESSED FIRST EDITION, ONE OF ONLY TWO COPIES IN ORIGINAL CLOTH IN PRIVATE HANDS.

"The origin of *Alice's Adventures in Wonderland* is almost a fairy-tale in itself: a boat trip up the river at Oxford one summer's day in 1862 with a crew consisting of two young men from the University and three little sisters, daughters of the Dean of Christ Church. Robinson Duckworth rowed stroke and sang to the children. Charles Dodgson ("Lewis Carroll") rowed bow and invented a story to entertain the three girls, Lorina, Alice and Edith Liddell. His story began with a White Rabbit rushing by, taking a pocket-watch out of his waist-coat pocket, and then disappearing down a rabbit-hole. What followed was pure fantasy. Dodgson, a mathematician, cleverly wove into the story each member of the crew, thinly disguised so that the children might recognize them. For example, Lorina became a Lory, and Edith turned into an Eaglet, and obviously Duckworth became a duck, and Dodgson was the Dodo. Alice was herself for

continued

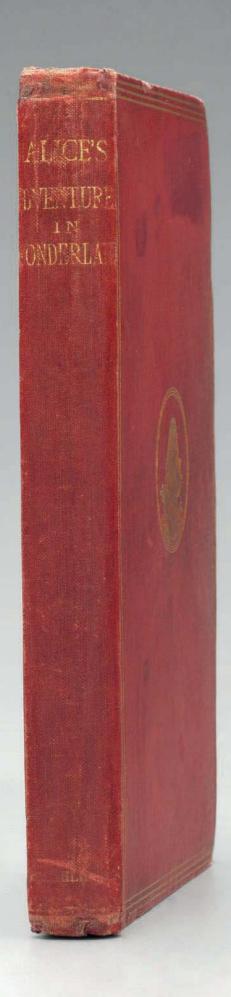
most of the time, but in her confusion she thought she might have changed into Gertrude or Florence. She had exciting adventures meeting other wonderful characters such as the Caterpillar, the King and Queen of Hearts, the Gryphon and the Mock Turtle (the Cheshire Cat, March Hare and Mad Hatter came later in the extended version of the story—this published edition). All the children were enchanted by the tale, but it was Alice who asked Mr. Dodgson to write the stories down for her, a task which took Dodgson several months. He also added his own illustrations, and the leather-bound notebook containing *Alice's Adventures Under Ground* was given to Alice as an early Christmas gift in 1864. In the meantime, other children and families were privileged to hear the story, and encouraged Dodgson to get the book published. He was advised to use a professional artist. He added further episodes to the tale, changed its title, and at great personal expense, arranged for the book to be published by the Clarendon Press (the publishing arm of Oxford University). Then disaster struck" (Wakeling 1998).

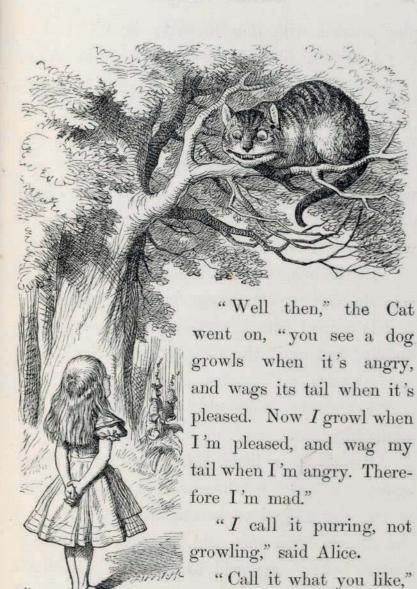
Two thousand copies were to be printed at the Clarendon Press, the aim being to publish the book in time so that a copy could be presented to Alice Liddell on July 4th, 1865, exactly three years after the first telling of the *Alice* story on the boating trip. Carroll asked Macmillan to bind fifty advance copies for him to give to friends. One of these was sent to his illustrator John Tenniel (1820–1914), who then wrote to Carroll that he was "entirely dissatisfied with the printing of the pictures." Tenniel, a famous illustrator for *Punch* magazine, felt that his reputation was at stake and Carroll, an unknown author, complied with his wishes to withdraw the entire edition. On August 2nd, Carroll began recalling copies that he had already given away, promising replacements as soon as a new edition was available. The remainder of the first edition was sold to the New York publisher Appleton, who issued the original sheets with new title-pages dated 1866 (the second [or first American] issue). In the meantime, in England, Richard Clay reprinted *Alice* for Macmillan. This improved second (first authorized) edition appeared in December 1865, but was dated 1866 in the imprint.

Carroll donated thirty-four of the first-issue copies to hospitals and children's homes, including a number that had been returned by friends at his request. Others were retained by the original recipients. ONLY TWENTY-TWO COPIES OF THIS ORIGINAL ISSUE ARE KNOWN TO SURVIVE TODAY and an 1865 *Alice* is now of legendary rarity on the market. Of these twenty-two located copies, JUST SIX ARE RECORDED IN PRIVATE HANDS, of which this is the finest in original condition (see Census, pages 18–19).

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(actual size)

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PROVENANCE:



1. George William Kitchin (1827-1912), a colleague of Carroll's at Christ Church, Oxford, and Secretary of the School Book Committee for the University Press (see Edward Wakeling, "Charles L. Dodgson and George William Kitchin" following in this catalogue); given by descent to his eldest daughter:

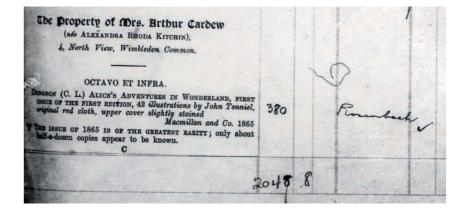


2. Alexandra ("Xie") Rhoda Kitchin (1864-1925), who became afterwards Mrs. Arthur Cardew. She was a favorite child-friend of Carroll's whom he frequently photographed (see photograph by Carroll included with this lot below, and article cited above); sold Sotheby's London 6 April 1925, lot 144, to:



3. Carl H. Pforzheimer (1879–1957), New York financier who became one of the preeminent private book collectors of the twentieth century (his gilt monogram on slipcase, at right). Pforzheimer competed at auctions with Henry C. Folger, Henry E. Huntington, John Pierpont Morgan, and George D. Smith. He was a long-time friend and mentor of Dr. A. S. W. Rosenbach of Philadelphia, who acted as his agent at the sale. The *Alice* was sold in May 1974 from The Pforzheimer Library among a selection of items de-accessioned through Chicago booksellers Hamill & Barker to:







4. Harriet Borland (1905–1997), book collector and daughter of Mr. and Mrs. Chauncey B. Borland of Chicago (bookplate). In the autumn of 1976, Miss Borland's library was consigned to Hamill & Barker and the *Alice* sold to:



5. William Self (1921-2010), Los Angeles television and feature film producer (bookplate). As President of Twentieth Century-Fox Studios, it was Bill Self who was responsible for turning the movie *M*A*S*H* into a television series. Additionally he produced several made-for-TV movies as well as films, including *The Shootist* in 1976, which would be John Wayne's last film. It was sold privately on 8 October 1997 by him to:



6. Jon A. Lindseth (present owner), bibliographer and book collector (bookplate). He is General Editor of the book *Alice in a World of Wonderlands: The Translations of Lewis Carroll's Masterpiece* with 251 volunteer writers about the translations of *Alice's Adventures in Wonderland* in 174 languages. The book was published in three volumes by Oak Knoll Press in 2015, and runs to 2,656 pages. It is the most extensive analysis ever done of one English language novel in so many languages.

"And what is the use of a book, without pictures or conversation?"
-Alice

CENSUS

The following census follows (in abbreviated form) the updated census by Schiller of the Goodacre revision. It includes the Christ Church copy (missing since sometime between 1924–28). Copies in private hands today are indicated in bold.

- 1. New York University, Bobst Library, Alfred Berol Collection: ex-Agnes Thomas—Robert Edwin Thomas—Percival H. Alder-Barrett. Proof copy, trimmed, binder's cloth.
- **2. Private Collection**, U.S.: ex-Louis Samuel Montagu—A.S.W. Rosenbach—Eldridge R. Johnson—Francis A. Kettaneh—Justin G. Schiller. Dodgson's copy of sheets marked by him in purple ink for the *Nursery Alice*, bound later from original sheets.
- 3. Harvard University, Houghton Library, Harcourt Amory Collection: ex-C.L. Dodgson—George M. Williamson. Presentation binding in white vellum (intended for Alice Liddell).
- 4. Rosenbach Museum & Library: ex-Marion Terry ("MAB")—C.L. Dodgson—Stuart M. Samuel—William A. White. Presentation copy, rebound.
- *5. Christ Church, Oxford: missing since 1924-28. Presentation copy, original cloth.
- 6. Princeton University, Firestone Library, Morris Parrish Collection: ex-Dinah Mulock Craik—Mrs. Richards, of Blindwell—A.S.W. Rosenbach—Eldridge R. Johnson—Francis A. Kettaneh—Raymond M. Wapner. Presentation copy, original cloth (restored).
- 7. New York University, Bobst Library, Alfred Berol Collection: ex-Thomas Vere-Bayne—John Gribbel—John Bancker Gribbel—A.S.W. Rosenbach—Louis Rabinowitz—Alfred Berol. Known as "The Lost Alice," presentation copy, original cloth.
- 8. Huntington Library: ex-George Dalziel—T.G. Arthur. Original cloth.
- **9. Jon A. Lindseth**: ex-Alexandra Rhoda Kitchin—Carl H. Pforzheimer—Harriet Borland—William Self. Original cloth (repaired). The copy here offered for sale.
- 10. Oxford University, Bodleian Library: ex-W. Combe(?)—St. Raphael's Home—Lord Harewood—Roger Lancelyn Green. Original cloth.
- 11. University of Texas, Harry Ransom Center, Warren Weaver Collection: ex-Metropolitan Convalescent Institution, Children's Branch—Alice Cousins—L.C. Kent-Morgan—Warren Weaver. Known as "The India Alice," original cloth.
- 12. The British Library: ex-Alice Fannie Thomas—Sir Leicester Harmsworth—Duke of Gloucester. Original cloth (recased).
- 13. National Library of Scotland: ex-Hugh F.B. Sharp. Original cloth.
- 14. Private Collection, U.S.: ex-Robert Partridge—John N.S. Davis. Original cloth (restored).
- 15. Indiana University, Lilly Library: ex-Richard S. Wormser. Original cloth (recased and restored).
- 16. Harvard University, Houghton Library, Harcourt Amory Collection: ex-Harcourt Amory. Rebound in morocco.
- 17. Newberry Library: ex-Louis H. Silver. Rebound in morocco (internal repairs).
- 18. Yale University, Beinecke Rare Book and Manuscript Library: ex-Frederick C. Rogers. Rebound in morocco (lacking half-title).
- 19. Fondation Martin Bodmer, Geneva: ex-Wolcott—Frank Abbie Nye—Gabriel Wells—David Randall. Rebound in morocco.
- 20. Pierpont Morgan Library, Arthur A. Houghton, Jr. Collection of Lewis Carroll: ex-Henry Hollister Pease—Arthur A. Houghton, Jr. Rebound in morocco by T.J. Cobden-Sanderson.

- 21. Charles Lovett, North Carolina. Rebound in morocco.
- 22. New York Public Library, Berg Collection: ex-Anthony Lucy—J. Edwards—Jerome Kern—Owen D. Young. Rebound in morocco (restored).
- **23. Marquess of Bath**, Longleat House: ex-Lord Cross—Herman V. Wilkinson. Recased in later Macmillan cloth binding.



Distribution of copies of the 1865 Alice





(actual size)

[With:]

DODGSON, Charles Lutwidge ("Lewis Carroll"). An original albumen print taken by Lewis Carroll of Alexandra Rhoda (Xie) Kitchin (1864–1925) at age nine. She was the second owner of this copy of the 1865 edition of *Alice's Adventures in Wonderland* and inherited the book by descent from her father, George W. Kitchin (1827–1912), the original owner. The photograph has long been in the Lindseth collection recorded there as "P132."

According to the Lewis Carroll photograph expert Edward Wakeling, the picture was taken on June 12th, 1873, at Carroll's rooftop studio on Tom Quad at Christ Church, Oxford. In his Diary on that date he recorded taking three pictures: "Photographed Xie with spade and bucket, in bed, and in Greek dress."



(actual size)

The image is inscribed below the print in Carroll's autograph hand and in his typical purple ink "A***(18) By The Sad Sea Wave". On the verso it is marked "2143" on the top right corner and "A***" on the center top. The "2143" is the sequence number of Carroll's pictures (he took some 3000 in his lifetime.) The "A*** (18)" refers to one of a set of cabinet cards usually containing twenty photographs in each set, this being number 18.

See Edward Wakeling, *The Photographs of Lewis Carroll. A Catalogue Raisonné*. 2015. Austin, TX: University of Texas Press. Page 233, image IN-2143. Page 299 for a description of "cabinet cards." Also see following article by Edward Wakeling.

This photograph is included with this copy of the 1865 Alice's Adventures in Wonderland.

Charles L. Dodgson and George William Kitchin

by Edward Wakeling



Collection Jon A. Lindseth

harles L. Dodgson—alias "Lewis Carroll," (1832–1898)—and George William Kitchin (1827–1912) were lifelong friends. Carroll himself gave Kitchin this copy of the 1865 edition of *Alice's Adventures in Wonderland*.

Carroll and Kitchin met at Christ Church, Oxford in 1851, when Carroll was an undergraduate. Kitchin was five years older than Carroll, and had taken his bachelors degree the previous year. By all accounts, Kitchin was an intelligent man who excelled in mathematics, classical languages, and history. He was ordained as a deacon in 1852 and a priest in 1859. Kitchin was encouraged to remain at Christ Church after obtaining his degree, and acted as a tutor to the next round of undergraduates. In 1854, however, he chose to become a teacher of younger students, and was appointed headmaster of Twyford School in Hampshire. Carroll's two brothers, Skeffington and Wilfred Dodgson, had attended Twyford, though this was prior to Kitchin assuming his post.

With Kitchin's appointment, links between Twyford School and Christ Church were forged, and a number of graduates from the college visited the school either as a teacher or in another supportive capacity. Kitchin, for example, appointed Reginald Southey, an amateur photographer and medical student at Christ Church, as Twyford's official photographer. It was Southey who taught Carroll the art of the wet collodion photographic process; Southey also transported his camera to Twyford and took many photographs of masters and pupils (see above).



Collection Jon A. Lindseth

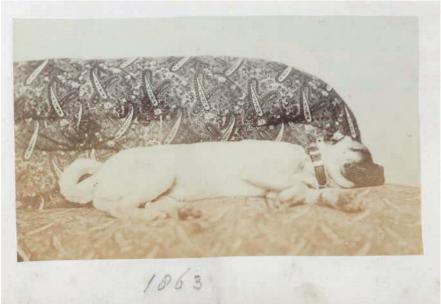
Under Kitchin, Twyford School rapidly gained in reputation, and Carroll encouraged his father to send the family's youngest son, Edwin, to study there. While at Twyford, Kitchin commanded great respect from his pupils. Carroll noted Kitchin's successful approach as headmaster, and recorded in his diary for December 17, 1857:

I like very much the system of freedom and intimacy which prevails here between masters and boys; though there must often be a risk of the boys passing over the bounds of the respect due to their masters. It is quite the system of ruling by love, and with a master like Kitchin seems to answer well, but I should doubt if there are many in whose hands it would succeed.

After seven years at Twyford School, Kitchin decided to return to Oxford. In 1861, the Dean and Chapter at Christ Church appointed him censor, the pastoral adviser to undergraduates. He relinquished his position in 1863 after marrying Alice Maud Taylor (1844?–1930), but continued to hold various academic positions at the university, including censor of unattached students (1868–83); lecturer in modern history (1871–82); classical lecturer at Wadham College (1864–67); historical lecturer at Lincoln and Oriel (1874–81); and lecturer at Queen's College (1875–79). Kitchin was also appointed to the Clarendon (Oxford University) Press as secretary of the school book committee in 1865, and as secretary to the Board of Delegates in 1866. His wife was the daughter of Bridges Taylor (1815–1896), British Consul at Elsinore, Denmark for many years. When Frederick, Prince of Denmark, became an undergraduate at Christ Church, Kitchin was appointed as his personal tutor.

Kitchin and his wife had five children: Alexandra Rhoda (1864–1925), George Herbert "Ben" (b. 1865), Hugh Bridges (1867–1945), Brook Taylor (1869–1940), and Dorothy Maud Mary (1874–1953). The godmother and namesake of their eldest daughter, known as "Xie," was Alexandra, Princess of Denmark, who later became Princess of Wales and wife of Edward VII. Xie Kitchin became one of Carroll's favorite photographic models, and was likely photographed more than any other sitter. This copy of the 1865 *Alice* went to Xie by descent upon the death of her father.





Collection Jon A. Lindseth

Collection Jon A. Lindseth

Carroll was a keen amateur photographer from 1856 until 1880. During this time, he used the wet collodion method and took an estimated three thousand pictures. His images were varied: topographical, artistic, architectural, depictions of animals and skeletons, but mainly portraits. Carroll took photographs of the celebrities of his day, if he could persuade them to sit before his camera. He took family groups, but mainly photographs of children, for which he is regarded as one of the best photographers of the Victorian era. Carroll was a regular visitor to the Kitchin home, and we know that he took over seventy photographs of the family—principally Xie—over a period of twenty-five years. On July 13, 1863, Carroll recorded in his diary:

I have taken many photographs lately...I have had some (of Kitchin and his dog) printed, and have come to the conclusion that the back ground is much too light at present.

The Kitchin family dog was named Snub, and two single portraits survive of him (see above): one sitting up alert, and another asleep on the family sofa. The photograph in this catalogue (see previous page), shows Kitchin with his dog, photographed at Badcock's Yard, Oxford sometime in 1863 between the 4th and 13th of July. Carroll first used Badcock's Yard on June 18th, 1863, which he rented for £6 a year. Clearly, however, he was not yet satisfied with the background that this studio provided him in terms of ensuring good images.

Almost ten years later, Carroll recorded in his diary for June 12th, 1873: "Photographed Xie with spade and bucket, in bed, and in Greek dress." He titled his photograph of her with the spade and bucket, "By the Sad Sea Wave" (opposite). The title probably comes from *The Brides of Venice*, a grand opera by Benedict, first performed at the Theatre Royal, Drury Lane, in April 1844. Carroll took photographs of Xie every year from 1869 until 1880, recording her as a little girl of five to the age of sixteen – a total of more than fifty images. Once asked how to obtain excellence in photography, Carroll remarked that putting Xie in front of the lens was all that was required: "Xie-lens."

In 1883, Kitchin was created DD (Doctor of Divinity) on his appointment as Dean of Winchester. The Kitchins subsequently left their Oxford home. Xie Kitchin married barrister Arthur Cardew (1852–1933) on April 17th, 1890; the couple went on to have six children. Kitchin was appointed Dean of Durham in 1894. Throughout his life he wrote many educational, historical, and religious works.



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AND A LONG TALE.
so that her idea of the tale was something like
this:--- "Fury said to
                        a mouse, That
                                     he met
                                         in the
                                          house,
                                         'Let us
                                       both go
                                    to law:
                                 I will
                          prosecute
                        you.-
                         Come, I'll
                             take no
                                denial;
                                    We must
                                            have a
                                                 trial:
                                                     For
                                                 really
                                               this
                                                morning I've
                                                 nothing
                                         to do.'
                                       mouse to
                                      the cur,
'Such a
                                   dear sir,
                               jury or
judge,
would be
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our breath.'
'I'll be
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CONDITIONS OF SALE • BUYING AT CHRISTIE'S

CONDITIONS OF SALE

These Conditions of Sale and the Important Notices and Explanation of Cataloguing Practice set out the terms on which we offer the lots listed in this catalogue for sale. By registering to bid and/or by bidding at auction you agree to these terms, so you should read them carefully before doing so. You will find a glossary at the end explaining the meaning of the words and expressions coloured in **bold**

Unless we own a **lot** in whole or in part (Δ symbol), Christie's acts as agent for the seller.

A BEFORE THE SALE

1 DESCRIPTION OF LOTS

- (a) Certain words used in the catalogue description have special meanings. You can find details of these on the page headed "Important Notices and Explanation of Cataloguing Practice" which forms part of these terms. You can find a key to the Symbols found next to certain catalogue entries under the section of the catalogue called "Symbols Used in this Catalogue"
- (b) Our description of any lot in the catalogue, any condition report and any other statement made by us (whether orally or in writing) about any lot, including about its nature or condition, artist, period, materials, approximate dimensions, or provenance are our opinion and not to be relied upon as a statement of fact. We do not carry out in-depth research of the sort carried out by professional historians and scholars. All dimensions and weights are approximate only.

2 OUR RESPONSIBILITY FOR OUR **DESCRIPTION OF LOTS**

We do not provide any guarantee in relation to the nature of a lot apart from our authenticity warranty contained in paragraph E2 and to the extent provided in paragraph I below.

3 CONDITION

- (a) The condition of lots sold in our auctions can vary widely due to factors such as age, previous damage, restoration, repair and wear and tear. Their nature means that they will rarely be in perfect **condition**. Lots are sold "as is," in the condition they are in at the time of the sale, without any representation or warranty or assumption of liability of any kind as to condition by Christie's or by the seller.
- (b) Any reference to condition in a catalogue entry or in a condition report will not amount to a full description of condition, and images may not show a lot clearly. Colours and shades may look different in print or on screen to how they look on physical inspection. Condition reports may be available to help you evaluate the **condition** of a lot. Condition reports are provided free of charge as a convenience to our buyers and are for guidance only. They offer our opinion but they may not refer to all faults, inherent defects, restoration, alteration or adaptation because our staff are not professional restorers or conservators. For that reason **condition** reports are not an alternative to examining a lot in person or seeking your own professional advice. It is your responsibility to ensure that you have requested, received and considered any condition report.

4 VIEWING LOTS PRE-AUCTION

- (a) If you are planning to bid on a lot, you should inspect it personally or through a knowledgeable representative before you make a bid to make sure that you accept the description and its condition. We recommend you get your own advice from a restorer or other professional adviser.
- (b) Pre-auction viewings are open to the public free of charge. Our specialists may be available to answer questions at pre-auction viewings or by appointment.

5 ESTIMATES

Estimates are based on the condition, rarity, quality and provenance of the lots and on prices recently paid at auction for similar property. Estimates can change. Neither you, nor anyone else, may rely on any estimates as a prediction or guarantee of the actual selling price of a lot or its value for any other purpose Estimates do not include the buyer's premium or any applicable taxes.

6 WITHDRAWAL

Christie's may, at its option, withdraw any lot from auction at any time prior to or during the sale of the lot. Christie's has no liability to you for any decision

7 JEWELLERY

- (a) Coloured gemstones (such as rubies, sapphires and emeralds) may have been treated to improve their look, through methods such as heating and oiling. These methods are accepted by the international jewellery trade but may make the gemstone less strong and/or require special care over time.
- (b) All types of gemstones may have been improved by some method. You may request a gemmological report for any item which does not have a report if the request is made to us at least three weeks before the date of the auction and you pay the fee for the report.
- (c) We do not obtain a gemmological report for every gemstone sold in our auctions. Where we do get gemmological reports from internationally accepted gemmological laboratories, such reports will be described in the catalogue. Reports from American gemmological laboratories will describe any improvement or treatment to the gemstone. Reports from European gemmological laboratories will describe any improvement or treatment only if we request that they do so, but will confirm when no improvement or treatment has been made. Because of differences in approach and technology, laboratories may not agree whether a particular gemstone has been treated, the amount of treatment, or whether treatment is permanent. The gemmological laboratories will only report on the improvements or treatments known to the laboratories at the date of the report.
- (d) For jewellery sales, estimates are based on the information in any gemmological report. If no report is available, assume that the gemstones may ve been treated or enhanced.

8 WATCHES & CLOCKS

- (a) Almost all clocks and watches are repaired in their lifetime and may include parts which are not original. We do not give a warranty that any individual component part of any watch is authentic. Watchbands described as "associated" are not part of the original watch and may not be authentic. Clocks may be sold without pendulums, weights or keys.
- (b) As collectors' watches often have very fine and complex mechanisms, you are responsible for any general service, change of battery, or further repair work that may be necessary. We do not give a warranty that any watch is in good working order. Certificates are not available unless described in the catalogue.
- (c) Most wristwatches have been opened to find out the type and quality of movement. For that reason, wristwatches with water resistant cases may not be waterproof and we recommend you have them checked by a competent watchmaker before use. Important information about the sale, transport and shipping of watches and watchbands can be found in paragraph H2(f).

B REGISTERING TO BID

1 NEW BIDDERS

- (a) If this is your first time bidding at Christie's or you are a returning bidder who has not bought anything from any of our salerooms within the last two years you must register at least 48 hours before an auction begins to give us enough time to process and approve your registration. We may, at our option, declir permit you to register as a bidder. You will be asked for the following: (i) for individuals: Photo identification (driver's
 - licence, national identity card, or passport) and, if not shown on the ID document, proof of your current address (for example, a current utility bill or bank statement);
 - (ii) for corporate clients: Your Certificate of Incorporation or equivalent document(s) showing your name and registered address together with documentary proof of directors and beneficial owners; and

- (iii) for trusts, partnerships, offshore companies and other business structures, please contact us in advance to discuss our requirements.
- (b) We may also ask you to give us a financial reference and/or a deposit as a condition of allowing you to bid. For help, please contact our Credit Department at +1 212-636-2490.

2 RETURNING BIDDERS

As described in paragraph B(1) above, we may at our option ask you for current identification, a financial reference, or a deposit as a condition of allowing you to bid. If you have not bought anything from any of our salerooms within the last two years or if you want to spend more than on previous occasions, please contact our Credit Department at +1 212-636-2490.

3 IF YOU FAIL TO PROVIDE THE RIGHT DOCUMENTS

If in our opinion you do not satisfy our bidder identification and registration procedures including, but not limited to completing any anti-money laundering and/or anti-terrorism financing checks we may require to our satisfaction, we may refuse to register you to bid, and if you make a successful bid, we may cancel the contract for sale between you and the seller.

4 BIDDING ON BEHALF OF ANOTHER PERSON

If you are bidding on behalf of another person, that person will need to complete the registration requirements above before you can bid, and supply a signed letter authorising you to bid for him/her. A bidder accepts personal liability to pay the purchase price and all other sums due unless it has been agreed in writing with Christie's, before commencement of the auction, that the bidder is acting as an agent on behalf of a named third party acceptable to Christie's and that Christie's will only seek payment from the named third party.

5 BIDDING IN PERSON

If you wish to bid in the saleroom you must register for a numbered bidding paddle at least 30 minutes before the auction. You may register online at www.christies.com or in person. For help, please contact the Credit Department on +1 212-636-2490.

6 BIDDING SERVICES

The bidding services described below are a free service offered as a convenience to our clients and Christie's is not responsible for any error (human or otherwise), omission, or breakdown in providing these services.

(a) Phone Bids

Your request for this service must be made no later than 24 hours prior to the auction. We will accept bids by telephone for lots only if our staff are available to take the bids. If you need to bid in a language other than in English, you must arrange this well before the auction. We may record telephone bids. By bidding on the telephone, you are agreeing to us recording your conversations. You also agree that your telephone bids are governed by these Conditions of Sale.

(b) Internet Bids on Christie's LIVETM

For certain auctions we will accept bids over the Internet. Please visit www.christies.com/ livebidding and click on the 'Bid Live' icon to see details of how to watch, hear and bid at the auction from your computer. In addition to these Conditions of Sale, internet bids are governed by the Christie's LIVETM terms of use which are available on www.christies.com.

(c) Written Bids

You can find a Written Bid Form at the back of our catalogues, at any Christie's office, or by choosing the sale and viewing the lots online at www.christies. com. We must receive your completed Written Bid Form at least 24 hours before the auction. Bids must be placed in the currency of the saleroom. The auctioneer will take reasonable steps to carry out written bids at the lowest possible price, taking into account the reserve. If you make a written bid on a lot which does not have a reserve and there is no higher bid than yours, we will bid on your behalf at around 50% of the low estimate or, if lower, the amount of your bid. If we receive written bids on a

lot for identical amounts, and at the auction these are the highest bids on the lot, we will sell the lot to the bidder whose written bid we received first.

C AT THE SALE

1 WHO CAN ENTER THE AUCTION

We may, at our option, refuse admission to our premises or decline to permit participation in any auction or to

2 RESERVES

Unless otherwise indicated, all lots are subject to a reserve. We identify lots that are offered without reserve with the symbol • next to the lot number. The reserve cannot be more than the lot's low estimate

3 AUCTIONEER'S DISCRETION

The auctioneer can at his or her sole option:

- (a) refuse any bid;
- (b) move the bidding backwards or forwards in any way he or she may decide, or change the order of the lots;
- (c) withdraw any lot;
- (d) divide any lot or combine any two or more lots;
- (e) reopen or continue the bidding even after the hammer has fallen; and
- (f) in the case of error or dispute and whether during or after the auction, to continue the bidding, determine the successful bidder, cancel the sale of the lot, or reoffer and resell any lot. If any dispute relating to bidding arises during or after the auction, the auctioneer's decision in exercise of this option is final.

4 BIDDING

The auctioneer accepts bids from:

- (a) bidders in the saleroom;
- (b) telephone bidders;
- (c) internet bidders through 'Christie's LIVETM (as shown above in paragraph B6); and
- (d) written bids (also known as absentee bids or commission bids) left with us by a bidder before the auction

5 BIDDING ON BEHALF OF THE SELLER

The auctioneer may, at his or her sole option, bid on behalf of the seller up to but not including the amount of the reserve either by making consecutive bids or by making bids in response to other bidders. The auctioneer will not identify these as bids made on behalf of the seller and will not make any bid on behalf of the seller at or above the reserve. If lots are offered without reserve, the auctioneer will generally decide to open the bidding at 50% of the low estimate for the lot. If no bid is made at that level, the auctioneer may decide to go backwards at his or her sole option until a bid is made, and then continue up from that amount. In the event that there are no bids on a lot, the auctioneer may deem such lot unsold.

6 BID INCREMENTS

Bidding generally starts below the low estimate and increases in steps (bid increments). The auctioneer will decide at his or her sole option where the bidding should start and the bid increments. The usual bid increments are shown for guidance only on the Written Bid Form at the back of this catalogue.

7 CURRENCY CONVERTER

The saleroom video screens (and Christies LIVETM) may show bids in some other major currencies as well as US dollars. Any conversion is for guidance only and we cannot be bound by any rate of exchange used. Christie's is not responsible for any error (human or otherwise), ion or breakdown in providing these services.

8 SUCCESSFUL BIDS

Unless the auctioneer decides to use his or her discretion as set out in paragraph C3 above, when the auctioneer's hammer strikes, we have accepted the last bid. This means a contract for sale has been formed between the seller and the successful bidder. We will issue an invoice only to the registered bidder who made the successful bid. While we send out invoices by mail and/or email after the auction, we do not accept responsibility for telling you whether or not your bid was successful. If you have bid by written bid, you should contact us by telephone or in person as soon as possible after the

auction to get details of the outcome of your bid to avoid having to pay unnecessary storage charges

9 LOCAL BIDDING LAWS

You agree that when bidding in any of our sales that you will strictly comply with all local laws and regulations in force at the time of the sale for the relevant sale site

D. THE BUYER'S PREMIUM AND TAXES THE BUYER'S PREMIUM

In addition to the hammer price, the successful bidder agrees to pay us a buyer's premium on the hammer price of each lot sold. On all lots we charge 25% of the hammer price up to and including US\$100,000, 20% on that part of the hammer price over US\$100,000 and up to and including US2,000,000, and 12% of that part of the hammer price above US\$2,000,000.

2 TAXES

The successful bidder is responsible for any applicable tax including any sales or compensating use tax or equivalent tax wherever they arise on the hammer price and the buyer's premium. It is the successful bidder's responsibility to ascertain and pay all taxes due. Christie's may require the successful bidder to pay sales or compensating use taxes prior to the release of any purchased lots that are picked up in New York or delivered to locations in California, Florida, Illinois, New York, Pennsylvania, Rhode Island or Texas. Successful bidders claiming an exemption from sales tax must provide the appropriate documentation on file with Christie's prior to the release of the lot. For more information, please contact Purchaser Payments at +1 212 636 2496.

WARRANTIES

1 SELLER'S WARRANTIES

- For each lot, the seller gives a warranty that the seller: (a) is the owner of the lot or a joint owner of the lot acting with the permission of the other co-owners or, if the seller is not the owner or a joint owner of the lot, has the permission of the owner to sell the lot, or the right to do so in law; and
- (b) has the right to transfer ownership of the lot to the buyer without any restrictions or claims by anyone else.

If either of the above warranties are incorrect, the seller shall not have to pay more than the purchase price (as defined in paragraph F1(a) below) paid by you to us. The seller will not be responsible to you for any reason for loss of profits or business, expected savings, loss of opportunity or interest, costs, damages, other damages or expenses. The seller gives no warranty in relation to any lot other than as set out above and, as far as the seller is allowed by law, all warranties from the seller to you, and all other obligations upon the seller which may be added to this agreement by law, are excluded.

2 OUR AUTHENTICITY WARRANTY

We warrant, subject to the terms below, that the lots in our sales are authentic (our "authenticity warranty"). If, within 5 years of the date of the auction, you satisfy us that your lot is not authentic, subject to the terms below, we will refund the purchase price paid by you. The meaning of authentic can be found in the glossary at the end of these Conditions of Sale. The terms of the authenticity warranty are as follows:

- (a) It will be honoured for a period of 5 years from the date of the auction. After such time, we will not be obligated to honour the authenticity warranty.
- (b) It is given only for information shown in UPPERCASE type in the first line of the catalogue description (the "Heading"). It does not apply to any information other than in the Heading even if shown in UPPERCASE type.
- (c) The authenticity warranty does not apply to any Heading or part of a Heading which is qualified. Qualified means limited by a clarification in a lot's catalogue description or by the use in a Heading of one of the terms listed in the section titled Qualified Headings on the page of the catalogue headed "Important Notices and Explanation of Cataloguing Practice". For example, use of the term "ATTRIBUTED TO..." in a **Heading** means that the lot is in Christie's opinion probably a work by the named artist but no warranty is provided that the lot is the work of the named artist. Please read the full list of Qualified Headings and a lot's full

- catalogue description before bidding.
- (d) The authenticity warranty applies to the Heading as amended by any Saleroom Notice
- (e) The authenticity warranty does not apply where scholarship has developed since the auction leading to a change in generally accepted opinion. Further, it does not apply if the **Heading** either matched the generally accepted opinion of experts at the date of the auction or drew attention to any conflict of opinion.
- (f) The authenticity warranty does not apply if the lot can only be shown not to be authentic by a scientific process which, on the date we published the catalogue, was not available or generally accepted for use, or which was unreasonably expensive or impractical, or which was likely to have damaged the lot.
- (g) The benefit of the authenticity warranty is only available to the original buyer shown on the invoice for the lot issued at the time of the sale and only if the original buyer has owned the lot continuously between the date of the auction and the date of claim. It may not be transferred to anyone else.
- (h) In order to claim under the authenticity warranty vou must:
 - (i) give us written details, including full supporting evidence, of any claim within 5 years of the date of the auction:
 - (ii) at Christie's option, we may require you to provide the written opinions of two recognised experts in the field of the lot mutually agreed by you and us in advance confirming that the lot is not authentic. If we have any doubts, we reserve the right to obtain additional opinions at our expense; and
 - (iii) return the lot at your expense to the saleroom from which you bought it in the condition it was in at the time of sale.
- (i) Your only right under this authenticity warranty is to cancel the sale and receive a refund of the purchase price paid by you to us. We will not, under any circumstances, be required to pay you more than the purchase price nor will we be liable for any loss of profits or business, loss of opportunity or value, expected savings or interest, costs, damages, other damages or expenses.
- (j) Books. Where the lot is a book, we give an additional warranty for 21 days from the date of the auction that any lot is defective in text or illustration, we will refund your purchase price, subject to the following terms:
 - (a) This additional warranty does not apply to: (i) the absence of blanks, half titles, tissue guards or advertisements, damage in respect of bindings, stains, spotting, marginal tears or other defects not affecting completeness of the text or
 - illustration: (ii) drawings, autographs, letters or manuscripts, signed photographs, music, atlases, maps or periodicals;
 - (iii) books not identified by title;
 - (iv) lots sold without a printed estimate;
 - (v) books which are described in the catalogue as sold not subject to return; or
 - (vi) defects stated in any condition report or announced at the time of sale.
 - (b) To make a claim under this paragraph you must give written details of the defect and return the lot to the sale room at which you bought it in the same condition as at the time of sale, within 2.1 days of the date of the sale.
- (k) South East Asian Modern and Contemporary Art and Chinese Calligraphy and Painting. In these categories, the authenticity warranty does not apply because current scholarship does not permit the making of definitive statements. Christie's does, however, agree to cancel a sale in either of these two categories of art where it has been proven the lot is a forgery. Christie's will refund to the original buyer the purchase price in accordance with the terms of Christie's Authenticity Warranty, provided that the original buyer notifies us with full supporting evidence documenting the forgery claim within twelve (12) months of the date of the auction. Such evidence must be satisfactory to us that the property is a forgery in accordance with paragraph E2(h)(ii) above and the property must be returned to us in accordance with E2h(iii) above. Paragraphs E2(b), (c), (d), (e), (f) and (g) and (i) also apply to a claim under these categories.

F PAYMENT

1 HOW TO PAY

- (a) Immediately following the auction, you must pay the purchase price being:
 - the hammer price; and
 - (ii) the buyer's premium; and
 - any applicable duties, goods, sales, use, compensating or service tax, or VAT.

Payment is due no later than by the end of the 7th calendar day following the date of the auction (the "due date").

- (b) We will only accept payment from the registered bidder. Once issued, we cannot change the buyer's name on an invoice or re-issue the invoice in a different name. You must pay immediately even if you want to export the lot and you need an export licence.
- (c) You must pay for lots bought at Christie's in the United States in the currency stated on the invoice in one of the following ways:
 - (i) Wire transfer
 - JP Morgan Chase Bank, N.A., 270 Park Avenue, New York, NY 10017; ABA# 021000021; FBO: Christie's Inc.; Account # 957-107978, for international transfers. SWIFT: CHASUS33.
 - (ii) Credit Card.

We accept Visa, MasterCard, American Express and China Union Pay. A limit of \$50,000 for credit card payment will apply. This limit is inclusive of the buyer's premium and any applicable taxes. Credit card payments at the New York premises will only be accepted for New York sales. Christie's will not accept credit card payments for purchases in any other sale site.

To make a 'cardholder not present' (CNP) payment, you must complete a CNP authorisation form which you can get from our Post-Sale Services. You must send a completed CNP authorisation form by fax to +1 212 636 4939 or you can mail to the address below. Details of the conditions and restrictions applicable to credit card payments are available from our Post-Sale Services, whose details are set out in paragraph (d) below.

- (iii) Cash
 - We accept cash payments (including money orders and traveller's checks) subject to a maximum global aggregate of US\$7,500 per buyer per year at our Post-Sale Services only
- (iv) Bank Checks
- You must make these payable to Christie's Inc. and there may be conditions.
- (v) Checks
- You must make checks payable to Christie's Inc. and they must be drawn from US dollar accounts from a US bank.
- (d) You must quote the sale number, your invoice number and client number when making a payment. All payments sent by post must be sent to: Christie's Inc. Post-Sale Services, 20 Rockefeller Center, New York, NY 10020.
- (e) For more information please contact our Post-Sale Services by phone at +1 212 636 2650 or fax at +1 212 636 4939 or email PostSaleUS@christies.com.

2 TRANSFERRING OWNERSHIP TO YOU

You will not own the lot and ownership of the lot will not pass to you until we have received full and clear payment of the purchase price, even in circumstances where we have released the lot to you.

3 TRANSFERRING RISK TO YOU

The risk in and responsibility for the lot will transfer to you from whichever is the earlier of the following:

- (a) When you collect the **lot**; or
- (b) At the end of the 7th day following the date of the auction or, if earlier, the date the lot is taken into care by a third party warehouse as set out on the page headed 'Storage and Collection', unless we have agreed otherwise with you.

4 WHAT HAPPENS IF YOU DO NOT PAY

- (a) If you fail to pay us the purchase price in full by the due date, we will be entitled to do one or more of the following (as well as enforce our rights under paragraph F5 and any other rights or remedies we have by law):
 - (i) we can charge interest from the due date at a rate of up to 1.34% per month on the unpaid amount due; (ii) we can cancel the sale of the lot. If we do this,

- we may sell the lot again, publically or privately on such terms we shall think necessary or appropriate, in which case you must pay us any shortfall between the purchase price and the proceeds from the resale. You must also pay all costs, expenses, losses, damages and legal fees we have to pay or may suffer and any shortfall in the seller's commission on the resale:
- (iii) we can pay the seller an amount up to the net proceeds payable in respect of the amount bid by your default in which case you acknowledge and understand that Christie's will have all of the rights of the seller to pursue you for such amounts:
- (iv) we can hold you legally responsible for the purchase price and may begin legal proceedings to recover it together with other osses, interest, legal fees and costs as far as we are allowed by law;
- (v) we can take what you owe us from any amounts which we or any company in the Christie's Group may owe you (including any deposit or other part-payment which you have paid to us):
- (vi) we can, at our option, reveal your identity and contact details to the seller;
- (vii) we can reject at any future auction any bids made by or on behalf of the buyer or to obtain a deposit from the buyer before accepting any bids;
- (viii) we can exercise all the rights and remedies of a person holding security over any property in our possession owned by you, whether by way of pledge, security interest or in any other way as permitted by the law of the place where such property is located. You will be deemed to have granted such security to us and we may retain such property as collateral security for your obligations to us; and
- (ix) we can take any other action we see necessary or appropriate.
- (b) If you owe money to us or to another Christie's Group company, we can use any amount you do pay, including any deposit or other part-payment you have made to us, or which we owe you, to pay off any amount you owe to us or another Christie's Group company for any transaction.

5 KEEPING YOUR PROPERTY

If you owe money to us or to another Christie's Group company, as well as the rights set out in F4 above, we can use or deal with any of your property we hold or which is held by another Christie's Group company in any way we are allowed to by law. We will only release your property to you after you pay us or the relevant Christie's Group company in full for what vou owe. However, if we choose, we can also sell your property in any way we think appropriate. We will use the proceeds of the sale against any amounts you owe us and we will pay any amount left from that sale to you. If there is a shortfall, you must pay us any difference between the amount we have received from the sale and the amount you owe us.

G COLLECTION AND STORAGE 1 COLLECTION

Once you have made full and clear payment, you must collect the lot within 7 days from the date of the auction.

- (a) You may not collect the lot until you have made full and clear payment of all amounts due to us.
- (b) If you have paid for the lot in full but you do not collect the lot within 90 calendar days after the auction. we may sell it, unless otherwise agreed in writing. If we do this we will pay you the proceeds of the sale after taking our storage charges and any other amounts you owe us and any **Christie's Group** company.
- (c) In accordance with New York law, if you have paid for the lot in full but you do not collect the lot within 180 calendar days of payment, we may charge you New York sales tax for the lot.
- (d) Information on collecting lots is set out on an information sheet which you can get from the bidder registration staff or Christie's Cashier's Department at

2 STORAGE

(a) If you have not collected the lot within 7 days from the date of the auction, we or our appointed agents can: (i) charge you storage fees while the lot is still at our saleroom: or

- (ii) remove the lot at our option to a warehouse and charge you all transport and storage costs
- (b) Details of the removal of the lot to a warehouse, fees and costs are set out at the back of the catalogue on the page headed 'Storage and Collection'. You may be liable to our agent directly for these costs.

H TRANSPORT AND SHIPPING 1 SHIPPING

We will enclose a transport and shipping form with each invoice sent to you. You must make all transport and shipping arrangements. However, we can arrange to pack, transport, and ship your property if you ask us to and pay the costs of doing so. We recommend that you ask us for an estimate, especially for any large items or items of high value that need professional packing. We may also suggest other handlers, packers, transporters, or experts if you ask us to do so. For more information, please contact Christie's Post-Sale Services at +1 2.12 636 2650. See the information set out at www christies.com/shipping or contact us at PostSaleUS@ christie.com. We will take reasonable care when we are handling, packing, transporting, and shipping a. However, if we recommend another company for any of these purposes, we are not responsible for their acts, failure to act, or neglect.

2 EXPORT AND IMPORT

Any lot sold at auction may be affected by laws on exports from the country in which it is sold and the import restrictions of other countries. Many countries require a declaration of export for property leaving the country and/or an import declaration on entry of property into the country. Local laws may prevent you from importing a lot or may prevent you selling a lot in the country you import it into.

(a) You alone are responsible for getting advice about and meeting the requirements of any laws or regulations which apply to exporting or importing any lot prior to bidding. If you are refused a licence or there is a delay in getting one, you must still pay us in full for the lot. We may be able to help you apply for the appropriate licences if you ask us to and pay our fee for doing so. However, we cannot guarantee that you will get one. For more information, please contact Christie's Art Transport Department at +1 212 636 2480. See the information set out at www.christies.com/shipping or contact us at ArtTransportNY@christies.com.

(b) Endangered and protected species

Lots made of or including (regardless of the percentage) endangered and other protected species of wildlife are marked with the symbol ~ in the catalogue. This material includes, among other things, ivory, tortoiseshell, crocodile skin, rhinoceros horn, whalebone certain species of coral, and Brazilian rosewood. You should check the relevant customs laws and regulations before bidding on any lot containing wildlife material if you plan to import the lot into another country. Several countries refuse to allow you to import property containing these materials, and some other countries require a licence from the relevant regulatory agencies in the countries of exportation as well as importation. In some cases, the lot can only be shipped with an independent scientific confirmation of species and/or age, and you will need to obtain these at your own cost.

(c) Lots containing Ivory or materials

resembling ivory

If a lot contains elephant ivory, or any other wildlife material that could be confused with elephant ivory (for example, mammoth ivory, walrus ivory, helmeted hornbill ivory) you may be prevented from exporting the lot from the US or shipping it between US States without first confirming its species by way of a rigorous scientific test acceptable to the applicable Fish and Wildlife authorities. You will buy that lot at your own risk and be responsible for any scientific test or other reports required for export from the USA or between US States at your own cost. We will not be obliged to cancel your purchase and refund the purchase price if your lot may not be exported, imported or shipped between US States, or it is seized for any reason by a government authority. It is your responsibility to determine and satisfy the requirements of any applicable laws or regulations relating to interstate shipping, export or import of property containing such protected or regulated material.

(d) Lots of Iranian origin

Some countries prohibit or restrict the purchase, the export and/or import of Iranian-origin "works of conventional craftsmanship" (works that are not by a recognized artist and/or that have a function, (for example: carpets, bowls, ewers, tiles, ornamental boxes). For example, the USA prohibits the import and export of this type of property without a license issued by the US Department of the Treasury, Office of Foreign Assets Control. Other countries, such as Canada, only permit the import of this property in certain circumstances. As a convenience to buyers, Christie's indicates under the title of a lot if the lot originates from Iran (Persia). It is your responsibility to ensure you do not bid on or import a lot in contravention of the sanctions or trade embargoes that apply to you.

Gold of less than 18ct does not qualify in all countries as 'gold' and may be refused import into those countries as 'gold'.

(g) Watches

Many of the watches offered for sale in this catalogue are pictured with straps made of endangered or protected animal materials such as alligator or crocodile. These lots are marked with the symbol ~ in the catalogue. These endangered species straps are shown for display purposes only and are not for sale. Christie's will remove and retain the strap prior to shipment from the sale site. At some sale sites, Christie's may, at its discretion. make the displayed endangered species strap available to the buyer of the lot free of charge if collected in person from the sale site within 1 year of the date of the auction. Please check with the department for details on a particular lot.

For all symbols and other markings referred to in paragraph H2, please note that lots are marked as a convenience to you, but we do not accept liability for errors or for failing to mark lots.

OUR LIABILITY TO YOU

- (a) We give no warranty in relation to any statement made, or information given, by us or our representatives or employees, about any lot other than as set out in the authenticity warranty and, as far as we are allowed by law, all warranties and other terms which may be added to this agreement by law are excluded. The seller's warranties contained in paragraph E1 are their own and we do not have any liability to you in relation to those warranties.
- (b) (i) We are not responsible to you for any reason (whether for breaking this agreement or any other matter relating to your purchase of, or bid for, any lot) other than in the event of fraud or fraudulent misrepresentation by us or other than as expressly set out in these conditions of sale; or
- (ii) give any representation, warranty or guarantee or assume any liability of any kind in respect of any lot with regard to merchantability, fitness for a particular purpose, description, size, quality, condition, attribution, authenticity, rarity, importance, medium, provenance, exhibition history, literature, or historical relevance. Except as required by local law, any warranty of any kind is excluded by this paragraph.
- (c) In particular, please be aware that our written and telephone bidding services, Christie's LIVETM, condition reports, currency converter and saleroom video screens are free services and we are not responsible to you for any error (human or
- otherwise), omission or breakdown in these services. (d) We have no responsibility to any person other than a buyer in connection with the purchase of any lot.
- (e) If. in spite of the terms in paragraphs I(a) to (d) or E2(i) above, we are found to be liable to you for any reason, we shall not have to pay more than the purchase price paid by you to us. We will not be responsible to you for any reason for loss of profits or business, loss of opportunity or value, expected savings or interest, costs, damages, or expenses.

OTHER TERMS **OUR ABILITY TO CANCEL**

In addition to the other rights of cancellation contained in this agreement, we can cancel a sale of a lot if we reasonably believe that completing the transaction is, or may be, unlawful or that the sale places us or the seller under any liability to anyone else or may damage

2 RECORDINGS

We may videotape and record proceedings at any auction. We will keep any personal information confidential, except to the extent disclosure is required by law. However, we may, through this process, use or share these recordings with another Christie's Group company and marketing partners to analyse our customers and to help us to tailor our services for buyers. If you do not want to be videotaped, you may make arrangements to make a telephone or written bid or bid on Christie's LIVETM instead. Unless we agree otherwise in writing, you may not videotape or record proceedings at any auction.

3 COPYRIGHT

We own the copyright in all images, illustrations and written material produced by or for us relating to a lot (including the contents of our catalogues unless otherwise noted in the catalogue). You cannot use them without our prior written permission. We do not offer any guarantee that you will gain any copyright or other reproduction rights to the lot.

4 ENFORCING THIS AGREEMENT

If a court finds that any part of this agreement is not valid or is illegal or impossible to enforce, that part of the agreement will be treated as being deleted and the rest of this agreement will not be affected.

5 TRANSFERRING YOUR RIGHTS AND RESPONSIBILITIES

You may not grant a security over or transfer your rights or responsibilities under these terms on the contract of sale with the buyer unless we have given our written permission. This agreement will be binding on your successors or estate and anyone who takes over your rights and responsibilities.

6 TRANSLATIONS

If we have provided a translation of this agreement, we will use this original version in deciding any issues or disputes which arise under this agreement.

7 PERSONAL INFORMATION

We will hold and process your personal information and may pass it to another **Christie's Group** company for use as described in, and in line with, our privacy policy at www.christies.com.

8 WAIVER

No failure or delay to exercise any right or remedy provided under these Conditions of Sale shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

9 LAW AND DISPUTES

This agreement, and any non-contractual obligations arising out of or in connection with this agreement, or any other rights you may have relating to the purchase of a lot will be governed by the laws of New York. Before we or you start any court proceedings (except in the limited circumstances where the dispute, controversy or claim is related to proceedings brought by someone else and this dispute could be joined to those proceedings), we agree we will each try to settle the dispute by mediation submitted to JAMS, or its successor, for mediation in New York. If the Dispute is not settled by mediation within 60 days from the date when mediation is initiated, then the Dispute shall be submitted to JAMS, or its successor, for final and binding arbitration in accordance with its Comprehensive Arbitration Rules and Procedures or, if the Dispute involves a non-U.S. party, the JAMS International Arbitration Rules. The seat of the arbitration shall be New York and the arbitration shall be conducted by one arbitrator, who shall be appointed within 30 days after the initiation of the arbitration. The language used in the arbitral proceedings shall be English. The arbitrator shall order the production of documents only upon a showing that such documents are relevant and material to the outcome of the Dispute. The arbitration shall be confidential, except to the extent necessary to enforce

a judgment or where disclosure is required by law. The arbitration award shall be final and binding on all parties involved. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. This arbitration and any proceedings conducted hereunder shall be governed by Title o (Arbitration) of the United States Code and by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of June 10, 1958.

10 REPORTING ON WWW.CHRISTIES.COM

Details of all lots sold by us, including catalogue descriptions and prices, may be reported on www.christies.com. Sales totals are hammer price plus buver's premium and do not reflect costs. financing fees, or application of buyer's or seller's credits. We regret that we cannot agree to requests to remove these details from www.christies.com.

K GLOSSARY

authentic: authentic: a genuine example, rather than a copy or forgery of:

- (i) the work of a particular artist, author or manufacturer, if the lot is described in the Heading as the work of that artist, author or manufacturer
- (ii) a work created within a particular period or culture, if the lot is described in the Heading as a work created during that period or culture;
- (iii) a work for a particular origin source if the lot is described in the Heading as being of that origin or source: or
- (iv) in the case of gems, a work which is made of a particular material, if the lot is described in the Heading as being made of that material.

authenticity warranty: the guarantee we give in this agreement that a lot is authentic as set out in paragraph E2 of this agreement.

buyer's premium: the charge the buyer pays us along with the hammer price.

catalogue description: the description of a lot in the catalogue for the auction, as amended by any saleroom notice

Christie's Group: Christie's International Plc, its subsidiaries and other companies within its corporate group.

condition: the physical condition of a lot. due date: has the meaning given to it paragraph F1(a). estimate: the price range included in the catalogue or any saleroom notice within which we believe a lot may sell. Low estimate means the lower figure in the range and high estimate means the higher figure. The mid estimate is the midpoint between the two. hammer price: the amount of the highest bid the

auctioneer accepts for the sale of a lot. Heading: has the meaning given to it in paragraph E2. lot: an item to be offered at auction (or two or more

items to be offered at auction as a group). other damages: any special, consequential, incidental or indirect damages of any kind or any damages which fall within the meaning of 'special', 'incidental' or consequential' under local law.

purchase price: has the meaning given to it in paragraph F1(a).

provenance: the ownership history of a lot. qualified: has the meaning given to it in paragraph E2 and Qualified Headings means the paragraph headed Qualified Headings on the page of the catalogue headed 'Important Notices and Explanation of Cataloguing Practice'

reserve: the confidential amount below which we will not sell a lot.

saleroom notice: a written notice posted next to the lot in the saleroom and on www.christies.com. which is also read to prospective telephone bidders and notified to clients who have left commission bids, or an announcement made by the auctioneer either at the beginning of the sale, or before a particular lot is auctioned

UPPER CASE type: means having all capital letters. warranty: a statement or representation in which the person making it guarantees that the facts set out in it are correct.

SYMBOLS USED IN THIS CATALOGUE

The meaning of words coloured in **bold** in this section can be found at the end of the section of the catalogue headed 'Conditions of Sale'

o

Christie's has a direct financial interest in the **lot**. See Important Notices and Explanation of Cataloguing Practice.

•

Christie's has a direct financial interest in the **lot** and has funded all or part of our interest with the help of someone else. See Important Notices and Explanation of Cataloguing Practice.

~

Lot incorporates material from endangered species which could result in export restrictions. See Paragraph H2(b) of the Conditions of Sale.

Δ

Owned by Christie's or another **Christie's Group** company in whole or part. See Important Notices and Explanation of Cataloguing Practice.

•

Lot offered without **reserve** which will be sold to the highest bidder regardless of the pre-sale estimate in the catalogue.

See Storage and Collection pages in the catalogue.

Please note that **lots** are marked as a convenience to you and we shall not be liable for any errors in, or failure to, mark a **lot**.

IMPORTANT NOTICES AND EXPLANATION OF CATALOGUING PRACTICE

IMPORTANT NOTICES

Δ : Property Owned in part or in full by Christie's

From time to time, Christie's may offer a lot which it owns in whole or in part. Such property is identified in the catalogue with the symbol Δ next to its lot number.

° Minimum Price Guarantees:

On occasion, Christie's has a direct financial interest in the outcome of the sale of certain lots consigned for sale. This will usually be where it has guaranteed to the Seller that whatever the outcome of the auction, the Seller will receive a minimum sale price for the work. This is known as a minimum price guarantee. Where Christie's holds such financial interest we identify such lots with the symbol onext to the lot number.

° ♦ Third Party Guarantees/Irrevocable bids

Where Christie's has provided a Minimum Price Guarantee it is at risk of making a loss, which can be significant, if the lot fails to sell. Christie's therefore sometimes chooses to share that risk with a third party. In such cases the third party agrees prior to the auction to place an irrevocable written bid on the lot. The third party is therefore committed to bidding on the lot and, even if there are no other bids, buying the lot at the level of the written bid unless there are any higher bids. In doing so, the third party takes on all or part of the risk of the lot not being sold. If the lot is not sold, the third party may incur a loss. Lots which are subject to a third party guarantee arrangement are identified in the catalogue with the symbol $\P \bullet$.

The third party will be remunerated in exchange for accepting this risk based on a fixed fee if the third party is the successful bidder or on the final hammer price in the event that the third party is not the successful bidder. The third party may also bid for the lot above the written bid. Where it does so, and is the successful bidder, the fixed fee for taking on the guarantee risk may be netted against the final purchase price.

Third party guarantors are required by us to disclose to anyone they are advising their financial interest in any lots they are guaranteeing. However, for the avoidance of any doubt, if you are advised by or bidding through an agent on a lot identified as being subject to a third party guarantee you should always ask your agent to confirm whether or not he or she has a financial interest in relation to the lot.

Other Arrangements

Christie's may enter into other arrangements not involving bids. These include arrangements where Christie's has given the Seller an Advance on the proceeds of sale of the lot or where Christie's has shared the risk of a guarantee with a partner without the partner being required to place an irrevocable written bid or otherwise participating in the bidding on the lot. Because such arrangements are unrelated to the bidding process they are not marked with a symbol in the catalogue.

Bidding by parties with an interest

In any case where a party has a financial interest in a lot and intends to bid on it we will make a saleroom announcement to ensure that all bidders are aware of this. Such financial interests can include where beneficiaries of an Estate have reserved the right to bid on a lot consigned by the Estate or where a partner in a risk-sharing arrangement has reserved the right to bid on a lot and/or notified us of their intention to bid.

Please see http://www.christies.com/ financial-interest/ for a more detailed explanation of minimum price guarantees and third party financing arrangements.

Where Christie's has an ownership or financial interest in every lot in the catalogue, Christie's will not designate each lot with a symbol, but will state its interest in the front of the catalogue.

FOR PICTURES, DRAWINGS, PRINTS AND MINIATURES

Terms used in this catalogue have the meanings ascribed to them below. Please note that all statements in this catalogue as to authorship are made subject to the provisions of the Conditions of Sale and **authenticity warranty**. Buyers are advised to inspect the property themselves. Written **condition** reports are usually available on request.

QUALIFIED HEADINGS

In Christie's opinion a work by the artist.

*"Attributed to ..

In Christie's qualified opinion probably a work by the artist in whole or in part.

whole or in part.
*"Studio of ..."/ "Workshop of ..."

In Christie's qualified opinion a work executed in the studio or workshop of the artist, possibly under his supervision.

*"Circle of ..."

In Christie's qualified opinion a work of the period of the artist and showing his influence.

*"Follower of ...

In Christie's qualified opinion a work executed in the artist's style but not necessarily by a pupil.

*"Manner of ...

In Christie's qualified opinion a work executed in the artist's style but of a later date.

*"After ...

In Christie's qualified opinion a copy (of any date) of a work of the artist.

"Signed ..."/"Dated ..."/

"Inscribed ...

In Christie's qualified opinion the work has been signed/dated/inscribed by the artist.

"With signature ..."/ "With date ..."/

"With inscription ..."

In Christie's qualified opinion the signature/

date/inscription appears to be by a hand other than that of the artist.

The date given for Old Master, Modern and Contemporary Prints is the date (or approximate date when prefixed with 'circa') on which the matrix was worked and not necessarily the date when the impression was printed or published.

*This term and its definition in this Explanation of Cataloguing Practice are a qualified statement as to authorship. While the use of this term is based upon careful study and represents the opinion of specialists, Christie's and the seller assume no risk, liability and responsibility for the authenticity of authorship of any lot in this catalogue described by this term, and the Authenticity Warranty shall not be available with respect to lots described using this term.

POST 1950 FURNITURE

All items of post-1950 furniture included in this sale are items either not originally supplied for use in a private home or now offered solely as works of art. These items may not comply with the provisions of the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended in 1989 and 1993, the "Regulations"). Accordingly, these items should not be used as furniture in your home in their current condition. If you do intend to use such items for this purpose, you must first ensure that they are reupholstered, restuffed and/or recovered (as appropriate) in order that they comply with the provisions of the Regulations. These will vary by department.

STORAGE AND COLLECTION

STORAGE AND COLLECTION

All lots will be stored free of charge for 35 days from the auction date at Christie's Rockefeller Center or Christie's Fine Art Storage Services (CFASS in Red Hook, Brooklyn). Operation hours for collection from either location are from 9.30 am to 5.00 pm, Monday-Friday. Lots may not be collected during the day of their move to Christie's Fine Art Storage Services (CFASS in Red Hook, Brooklyn). Please consult the Lot Collection Notice for collection information. This sheet is available from the Bidder Registration staff, Purchaser Payments or the Packing Desk and will be sent with your invoice.

STORAGE CHARGES

Failure to collect your property within 35 calendar days of the auction date from any Christie's location, will result in storage and administration charges plus any applicable sales taxes.

Lots will not be released until all outstanding charges due to Christie's are paid in full. Please contact Christie's Post-Sale Service on +1 212 636 2650.

Charges	All Property
Administration (per lot , due on Day 36)	\$150.00
Storage (per lot /day, beginning Day 36)	\$12.00

Long-term storage solutions are also available per client request. CFASS is a separate subsidiary of Christie's and clients enjoy complete confidentiality.

Please contact CFASS New York for details and rates: Tel + 1 212 636 2070, storage@cfass.com

STREET MAP OF CHRISTIE'S NEW YORK LOCATIONS



GOVERNORS ISLAND EAST RIVER BOROUGH HALL WOODHULL ST AND PL ATH PL BROOKLYN

Christie's Rockefeller Center

20 Rockefeller Plaza, New York 10020 Tel: +1 212 636 2000 nycollections@christies.com Main Entrance on 49th Street Receiving/Shipping Entrance on 48th Street

Hours: 9:30 AM - 5:00 PM

Monday-Friday except Public Holidays

Christie's Fine Art Storage Services (CFASS)

62-100 Imlay Street, Brooklyn, NY 11231 Tel: +1 212 974 4500 nycollections@christies.com Main Entrance on Corner of Imlay and Bowne St Hours: 9:30 AM - 5:00 PM Monday-Friday except Public Holidays

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WORLDWIDE SALEROOMS AND OFFICES AND SERVICES

ARGENTINA BUENOS AIRES

+54 11 43 93 42 22 Cristina Carlisle

AUSTRALIA

SYDNEY

+61 (0)2 9326 1422 Ronan Sulich

AUSTRIA VIENNA

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BELGIUM

BRUSSELS

+32 (0)2 512 88 30 Roland de Lathuy

BERMUDA BERMUDA

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BRAZIL

RIO DE JANEIRO

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SÃO PAULO

+5511 3061 2576 Nathalie Lenci

CANADA **TORONTO**

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COPENHAGEN

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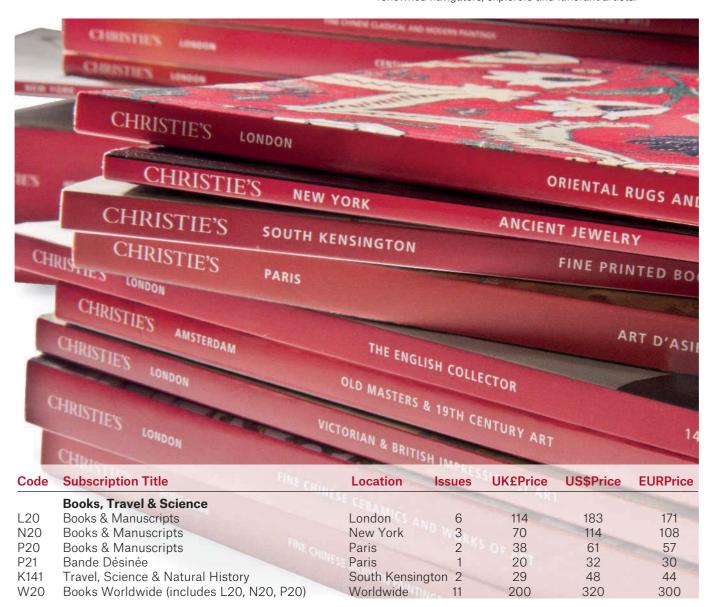
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