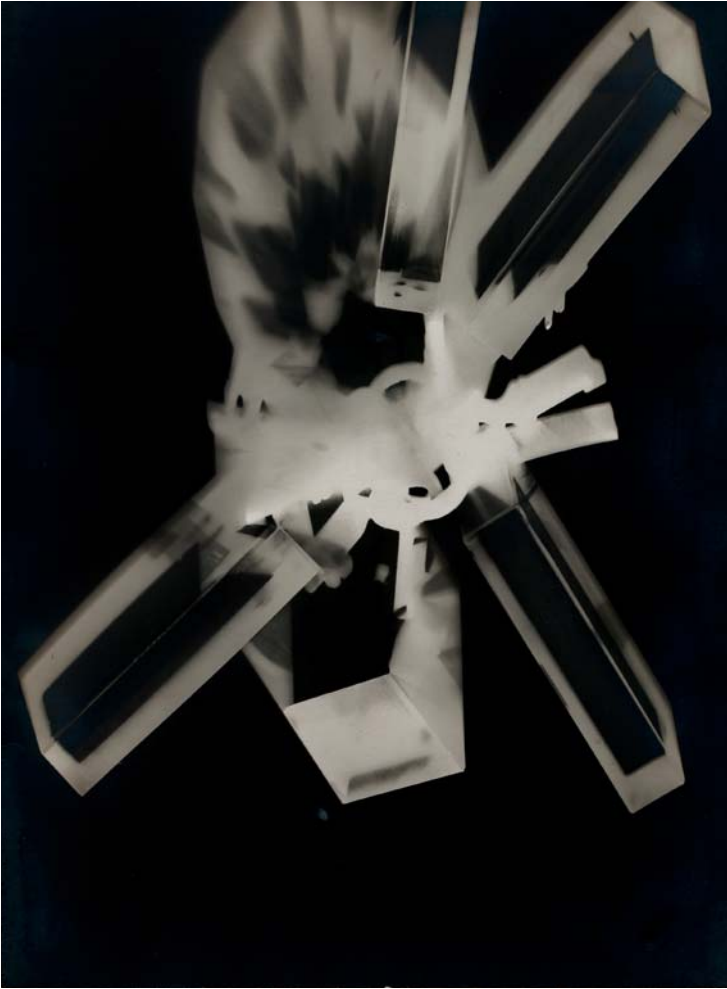


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New York, 4 October 2016



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PHOTOGRAPHS: THE EVENING SALE

TUESDAY 4 OCTOBER 2016

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Georges Deeton
The Estate of Nate Salsbury

AUCTION

Tuesday 4 October 2016
at 6.00 pm (Lots 1-27)

20 Rockefeller Plaza
New York, NY 10020

VIEWING

| | | |
|----------|-----------|--------------------|
| Saturday | 1 October | 10.00 am - 5.00 pm |
| Sunday | 2 October | 1.00 pm - 5.00 pm |
| Monday | 3 October | 10.00 am - 8.00 pm |
| Tuesday | 4 October | 10.00 am - 5.00 pm |

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Front cover: Lot 4

© Man Ray Trust / Artists Rights Society (ARS), NY / ADAGP, Paris 2016

Back cover: Lot 11

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21/06/16

CHRISTIE'S

ALFRED STIEGLITZ (1864-1946)

Rebecca's Ear, 1922

gelatin silver print, mounted on tissue
inscribed, 'are you there? Beck?!' in ink (mount, recto)
image/sheet: 3 3/8 x 2 5/8 in. (9.3 x 6.1 cm.)
mount: 8 1/2 x 5 1/2 in. (21.7 x 14 cm.)

\$20,000-30,000

PROVENANCE:

The artist;
gifted to Rebecca Salsbury James (1891-1968), the sitter;
gifted to the late owner, nephew of the above, 1968.

Rebecca 'Beck' Salsbury became close friends with Alfred Stieglitz and Georgia O'Keeffe soon after she married Paul Strand in 1922. During the summer of that year, when Paul Strand was away on assignment, Stieglitz took experimental portraits and snapshots of Rebecca at Lake George, where both couples would go on to jointly spend many of their summers. This enigmatic image with Stieglitz's playful inscription appears to be a detail from a portrait of Rebecca entitled *Rebecca Salsbury Strand*, taken the same year (fig. 1, Sarah Greenough, *Alfred Stieglitz: The Key Set: The Alfred Stieglitz Collection of Photographs, Volume One 1886-1922*, Abrams/National Gallery of Art, Washington, D.C., 2002, no. 743).

Stieglitz wrote the following in a note to Rebecca Strand on November 1, 1922:

I have some beautiful prints of you - & waxed - spotted - ready to be mounted. But they really need no mounting - no presentation. They just are. How you'll like them as 'Portraits' I don't know. As prints, as photographs, everyone will have to like them. They exist. So your work & kind willingness have not all been in vain. And I'm glad. And Paul will be glad too when he sees the results. They are entirely different from his things of you. Perhaps they will clarify some things.

(The above letter, as published in: Sarah Greenough, *Alfred Stieglitz: The Key Set: The Alfred Stieglitz Collection of Photographs, Volume One 1886-1922*, Abrams/National Gallery of Art, Washington, D.C., 2002, p. 447)



(fig. 1) © 2016 Georgia O'Keeffe Museum / Artists Rights Society (ARS), New York



Are You There, ?
Beck ?!

2

ANDRÉ KERTÉSZ (1894–1985)

My Brother as 'Scherzo,' Hungary, 1919

gelatin silver contact print, mounted on board
credited, titled and dated on affixed gallery label (frame
backing board)

image: 3 ½ x 2 in. (7.6 x 5.1 cm.)

sheet: 3 ¾ x 2 ¼ in. (8.6 x 5.7 cm.)

mount: 7 ⅞ x 8 in. (19.8 x 20.3 cm.)

\$30,000–50,000

PROVENANCE:

Bruce Silverstein Gallery, New York;
acquired from the above by the present owner.

LITERATURE:

Pierre Borhan, *André Kertész: His Life and Work*, Bulfinch,
New York, 2000, p. 71 (variant).

I do not document anything, I give an interpretation.

— André Kertész

On his sixteenth birthday in 1912, André Kertész and his younger brother Jenő received a camera, a gift that launched a decade-long collaboration between the two siblings. As self-taught photographers, the two experimented with styles and compositions, often drawing inspiration from mythology. Indeed, images taken during the 1910s reveal whimsical scenes in which Jenő playfully cavorts in the nude al fresco, posing as Icarus or, as seen in the current lot, a faun.



(actual size)

3

CONSTANTIN BRÂNCUȘI (1876–1957)

Golden Bird, c. 1920

gelatin silver print

credited, titled and dated on affixed gallery label

(frame backing board)

image/sheet: 9 1/8 x 6 3/8 in. (23.1 x 16.2 cm.)

\$30,000–50,000

PROVENANCE:

The Collection of Mina Loy (1882–1966);

by descent to Joella Bayer, daughter of the above (1906–1981);

Richard Lorenz (1952–2001);

Fraenkel Gallery, San Francisco, California.

LITERATURE:

Exhibition catalogue, *The Kiss of Apollo: Photography and Sculpture, 1845 to the Present*, Fraenkel Gallery, San Francisco, 1991, p. 20.

Friedrich Teja Bach, *Brancusi: Photo Reflexion*,

Didier Imbert Fine Art, Paris, 1991, ill. 4, p. 12.

It is well-known that some of the earliest supporters of Brâncuși's work were photographers. His first one-man exhibition at Stieglitz's Photo-Secession Gallery in New York in 1914 was coordinated by Edward Steichen, a willing and able liaison between Paris and New York. Brâncuși's earliest photographs of his sculpture were taken around 1905, and by the 1920s a full-fledged documentation began. Printed in a makeshift darkroom built by Brâncuși in the corner of his studio, the prints all bear distinct marks of their maker. Brâncuși's photographs are a portal to see through the great master's own eyes, to imbibe his vision, his love and care for his totemic work and the womb-like studio space where he labored to create them.

The original owner of this photograph of the bronze sculpture, *Golden Bird*, was famed poet, playwright, novelist, artist and actress, Mina Loy. Loy's daughter, Joella Haweis, who inherited the work, herself a noted member of the avant-garde art community. Haweis was married to the prominent art dealer, Julien Levy, when he founded his revered Surrealism and photography-focused gallery in 1931. Following their divorce in 1942, Haweis married fellow Bauhaus artist Herbert Bayer in 1944. Later, the San Francisco Bay area-based author, art conservator, curator and artist Richard Lorenz came to own this work.

Other prints of this image reside in the collections of The Metropolitan Museum of Art and the Museum of Modern Art, New York.



MAN RAY (1890-1976)*Rayograph, 1922*

gelatin silver print, mounted on original board

signed and dated in pencil (mount, recto)

image/sheet: 9 7/8 x 7 in. (23.9 x 17.8 cm.)

mount: 11 3/4 x 9 in. (29.9 x 22.9 cm.)

\$250,000-350,000

PROVENANCE:Dr. Franz R. and Kathryn M. Stenzel, Portland, Oregon;
gifted from the above to the present owner, 2006.**LITERATURE:***Broom*, March 1923, vol. 4, n. 4, p. 47.Moholy-Nagy, *Malerei, Fotografie, Film*, Albert Langen Verlag,
Munich, 1925, p. 76.*L'intransigent*, April 1, 1930.Giulio Carlo Argan, *Man Ray, Rayograph*, Galleria Martano,
Torino, 1970, no. 7.Arturo Schwarz, *Man Ray: The Rigour of Imagination*,
Thames and Hudson, London, 1977, p. 247.Exhibition catalogue, *Photographien-Filme-Frühe Objekt*,
Zürich, 1988, p. 28, no. 2.Emmanuelle de l'Écotais, *Man Ray Rayographies*, Léo Scheer,
Paris, 2002, p. 65, no. 49.

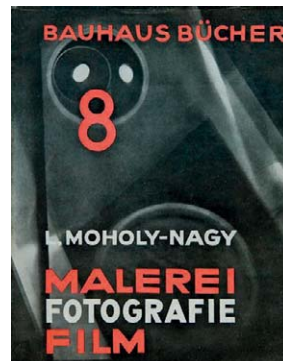
'Rayographs' are Man Ray's personalized name for photograms, photographic prints made using the simplest, and oldest, of photographic techniques. They are made in a darkroom without a camera by placing objects on a sheet of photo-sensitized paper. When exposed to light, shadows are cast both around and through the arrangement of objects on the paper; depending on the relative opacity and transparency of the objects chosen and the way light refracts through them, distortions, shadows and a range of tonalities are made visible. After a brief exposure, or several brief exposures, the sheet of paper is processed in photographic chemistry, revealing the latent image. As there is no negative or file to work from, this technique yields unique photographic prints; they are one-of-a-kind rarities.

The present Rayograph was made in 1922, the year that Man Ray first began working with the photogram technique. It is both straightforward and mysterious, with at least six separate components and the cast shadow of a crystal object hovering in the top half of the image. This Rayograph is distinguished by a rich publication history. It was reproduced in the March 1923 issue of the groundbreaking avant-garde magazine *Broom*, published in New York. With a cover design by Man Ray, this issue contained reproductions of four photograms by László Moholy-Nagy and four by Man Ray. In 1925, Moholy-Nagy reproduced this Rayograph in his landmark book *Malerei, Fotografie, Film*, in the section titled, 'Camera-less photographs: New use of the material transforms the everyday object into something mysterious.'

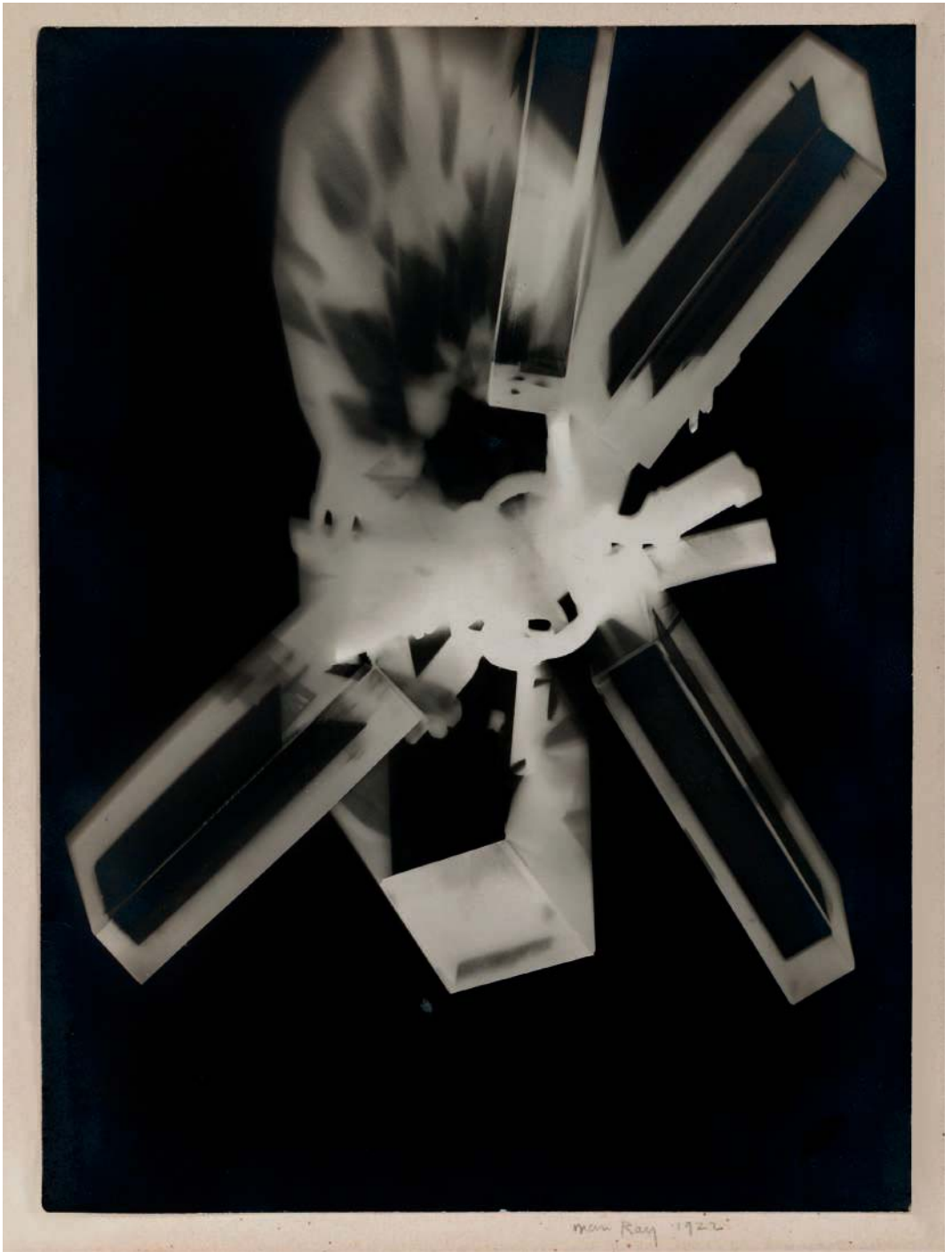
The revolutionary impact of Man Ray's Rayographs on photography and contemporary art cannot be overstated, and their power was recognized from the outset. Writing an 'open letter' to Man Ray in the Spring 1922 *revue Les Feuilles Libres*, Jean Cocteau asserted that, 'Your pictures are the objects themselves, not photographed by a lens, but directly inserted by your poet's hand between the light and the sensitive paper.'



Broom: An International Magazine of the Arts, Volume 4, Number 4, March 1923.



L. Moholy-Nagy, *Bauhausbücher*
© Albert Langen Verlag, Munich, 1927.



Man Ray 1922

5

MAN RAY (1890-1976)

Rayograph, 1923

gelatin silver print, mounted on original board
signed, dated and annotated 'Paris' in ink (recto)
image/sheet: 9 ¼ x 7 in. (23.5 x 17.8 cm.)
mount: 11 ½ x 8 ⅝ in. (29.3 x 22 cm.)

\$100,000-150,000

PROVENANCE:

Dr. Franz R. and Kathryn M. Stenzel, Portland, Oregon;
gifted from the above to the present owner, 2006.

LITERATURE:

Manfred Heiting (ed.), *Man Ray*, Taschen, Cologne, 2000,
pp. 197 and 203 (variations).
Emmanuelle de l'Écotais, *Man Ray Rayographies*, Léo Scheer,
Paris, 2002, pp. 200-201, nos. 5, 6 and 8 (variations).

The present Rayograph is a close variation on several known images that use the same three elements, including a small wooden figurine and a violin bridge. All made in 1922 or 1923, these variations reside in a variety of private and public collections including the Museum of Modern Art, New York, and Yale University Art Gallery, New Haven.



Man Ray Paris 1923

6

ERWIN BLUMENFELD (1897–1969)

Shadow Profile, New York, 1944

gelatin silver print

signed by Yvette Blumenfeld Georges Deeton in pencil,
stamped photographer's Estate credit and numbered '18'
and annotated 'Lisette' in ink (verso)

image: 13 ½ x 10 ½ in. (34.2 x 26.6 cm.)

sheet: 14 x 11 in. (35.7 x 28 cm.)

This work was printed by Erwin Blumenfeld.

\$30,000–50,000

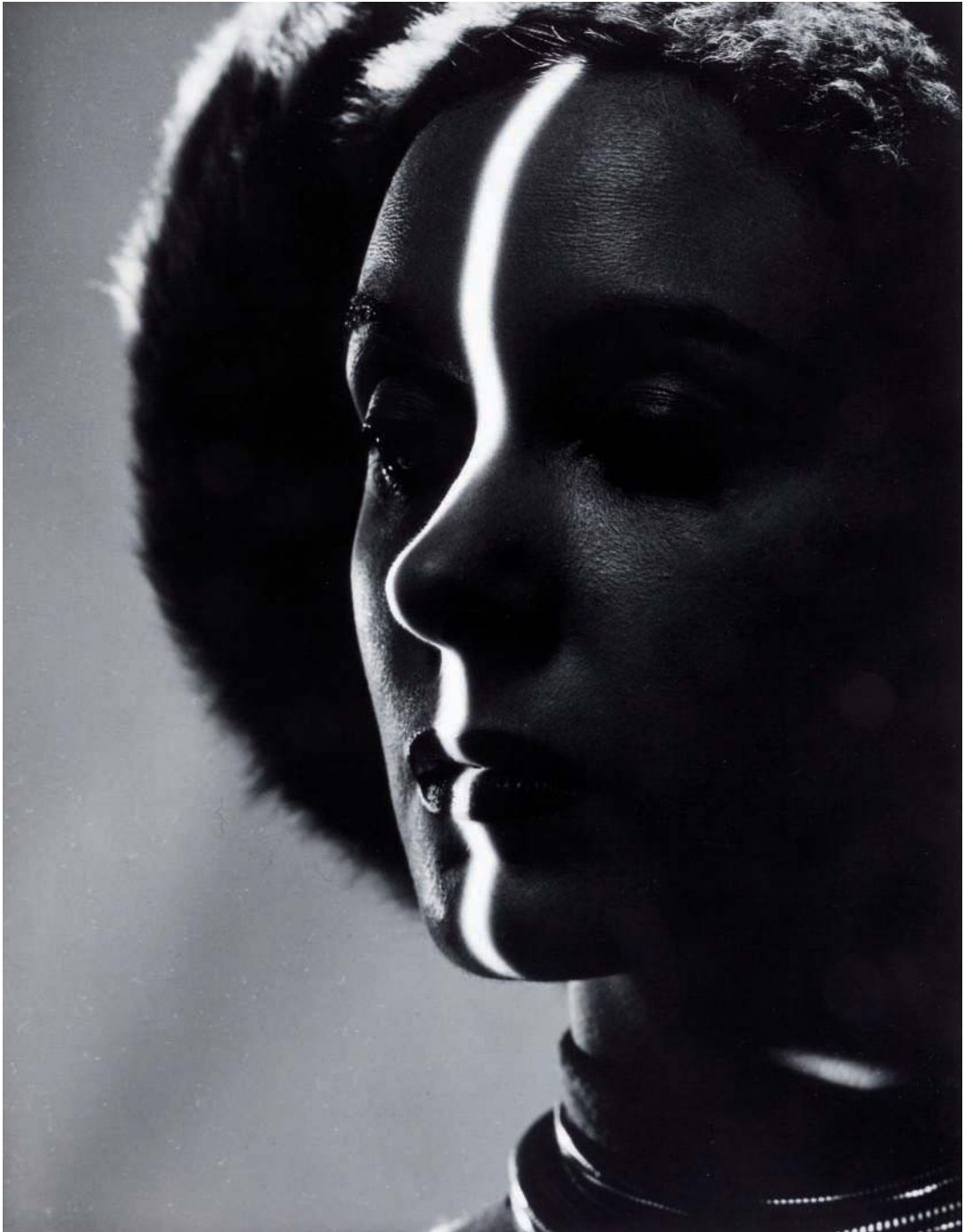
EXHIBITED:

New York, Howard Greenberg Gallery, *A Democracy of Imagery*,
March 24 – April 30, 2016.

LITERATURE:

Hendel Teicher, *Blumenfeld: My One Hundred Best Photos*,
Rizzoli, New York, 1981, pl. 13.

Colin Westerbeck, *A Democracy of Imagery*, Steidl,
New York, 2016.



IRVING PENN (1917–2009)

Black and White Vogue Cover (Jean Patchett),
New York, 1950

platinum-palladium print, printed 1976
signed, titled, dated and numbered '12/34' in pencil and
stamped photographer's/Condé Nast copyright credit (verso)
image: 18 x 15 in. (45.8 x 38.2 cm.)
sheet: 21 ¼ x 18 ¼ in. (54 x 46.4 cm.)
This work is number 12 from the edition of 34.

\$150,000–250,000

PROVENANCE:

Corkin Gallery, Toronto, Canada;
acquired from the above by the present owner.

LITERATURE:

'The Black and White Idea', *Vogue*, 1 April 1950, front cover.
Irving Penn, *Moments Preserved*, Simon and Schuster,
New York, 1960, p. 159.
Polly Devlin, *Vogue Book of Fashion Photography*,
Simon and Schuster, New York, 1979, p. 90.
John Szarkowski, *Irving Penn*, Museum of Modern Art,
New York, 1984, pl. 48.
David Bailey and Martin Harrison, *Shots of Style:
Great Fashion Photographs*, Victoria and Albert Museum,
London, 1985, cat. no. 130.
Mike Weaver (ed.), *The Art of Photography, 1839-1989*, Museum
of Fine Arts, Houston/Yale University Press, Boston, 1989.
Martin Harrison, *Appearances: Fashion Photography Since 1945*,
Jonathan Cape, London, 1991, p. 158.
Irving Penn, *Passage: A Work Record*, Knopf/Callaway,
New York, 1991, p. 100.
Yvonne Lehnher (ed.), *Irving Penn: Collection Privée*,
Musée d'art et d'histoire, Fribourg, 1994, cat. no. 31, p. 51.
Colin Westerbeck (ed.), *Irving Penn: A Career in Photography*,
Art Institute of Chicago/Little, Brown and Co., 1997, pl. 4, p. 28.

***With the war in Europe and the Pacific and 'U.S.A. fashion on its own,'
Vogue proclaimed a new era. New young American designers, forced
to simplify by war shortages, gave Penn visual purity in practical
clothes designed for the now active woman. American fashion and
the liberated American woman had found their photographer. Penn
gave drama and glamour to women's everyday activities.***

— Alexander Liberman



PROPERTY FROM THE ESTATE OF NATE SALSBUURY

8

PAUL STRAND (1890–1976)

Rebecca James, 1930

gelatin silver print, flush-mounted on paper

signed and dated by the artist in ink (flush mount, verso)

image/sheet/flush mount: 3 ³/₄ x 4 ⁵/₈ in. (9.6 x 11.8 cm.)

\$30,000–50,000

PROVENANCE:

The artist;

gifted to Rebecca Salsbury James (1891–1968), the sitter;

gifted to the late owner, nephew of the above, 1968.



actual size

ROBERT FRANK (B. 1924)*Parade—Hoboken, New Jersey, 1955*

gelatin silver print, mounted on original board, printed 1971
 signed, titled, dated [negative and print dates] and annotated
 'in Rochester' in ink (margin); inscribed by the artist in pencil and
 credited on affixed Visual Studies Workshop label (mount, verso)
 image: 8 ¾ x 13 ¼ in. (22.3 x 33.8 cm.)
 sheet: 9 ⅞ x 13 ¾ in. (24.5 x 35 cm.)
 mount: 18 x 22 in. (45.8 x 56 cm.)

\$100,000–150,000

PROVENANCE:

The artist;
 acquired from the above, 1971;
 by descent to the present owner.

LITERATURE:

Robert Frank, *Les Américains*, Delpire, Paris, 1958, pl. 1, p. 7.
 Robert Frank, *The Americans*, Grove Press, New York, 1959,
 pl. 1, n.p., and in all subsequent editions.
 Minor White (ed.), *Robert Frank*, Aperture, vol. 9, no. 1, 1961, p. 6.
 Willy Rotzler, 'Robert Frank,' *Du*, vol. 22, no. 1, Zürich,
 January 1962, p. 16.
 John Szarkowski, *The Photographer's Eye*,
 The Museum of Modern Art, New York, 1966, p. 155.
 Robert Frank, *The Lines of My Hand*, Yugensha, Tokyo, 1972,
 p. 57, and in each of the subsequent variant editions.
 Robert Frank, *Robert Frank: The Aperture History of Photography*
Series, Aperture Foundation, New York, 1976, cover.
 John Szarkowski, *Photography Until Now*,
 The Museum of Modern Art, New York, 1989, p. 258.
 Sarah Greenough et al., *Robert Frank: Moving Out*,
 National Gallery of Art, Washington, D.C., 1994, p. 175.
 Peter Galassi, *American Photography, 1890-1965*,
 The Museum of Modern Art, New York, 1995, p. 215.
 Peter Galassi, *Walker Evans & Company*,
 The Museum of Modern Art, New York, 2000, pl. 316.
 Ian Penman, *Robert Frank: Storylines*, Tate Modern,
 London, 2004, frontispiece 3.
 Sarah Greenough, *Looking In: Robert Frank's The Americans*,
 National Gallery of Art, Washington, D.C., 2009, cover,
 pp. 211, 460 and Contact #1.

Robert Frank was awarded a Guggenheim grant in 1955
 and spent the subsequent two years criss-crossing the
 country making photographs. *Parade—Hoboken, New Jersey*
 is the opening photograph of the resulting publication,
The Americans, first published in 1958 in France and the
 following year by Grove Press in New York. The U.S. edition
 contained the now-famous introduction by friend and Beat
 poet, Jack Kerouac.

One of the most influential books in post-war American
 photography, *The Americans* is a masterful exposition and
 critique of Frank's adopted country as seen in the 1950s. The
 American flag is a motif that Frank employs and deploys with
 critical potency. Taken during a parade in Hoboken, New Jersey
 during the summer of 1955, the image depicts two solitary
 figures standing in upper-story windows of a brick building,
 half-observed by shadow and the flag draped between the
 windows. As the opening image, *Parade—Hoboken* serves as
 both introduction and thesis statement. Frank commented
 that, '[it is] a threatening picture,' setting the tone for the rest
 of the book, and cementing its role as one of the greatest of
 Frank's images.

Other prints of this image reside in the collections of The
 Metropolitan Museum of Art, New York and the National
 Gallery of Art, Washington D.C.



in Hockley 1955

in Rochester Robert Frank - 1971

10

DAIDO MORIYAMA (B. 1938)

The Yubari, 1973

gelatin silver print

signed in ink (margin)

image: 12 ¼ x 16 ⅞ in. (31.1 x 41 cm.)

sheet: 14 ¼ x 17 in. (36.2 x 43.1 cm.)

\$15,000–20,000

PROVENANCE:

Taka Ishii Gallery, Tokyo;

acquired from the above by the present owner, 2012.

Another print of this image resides in the permanent collection of The Metropolitan Museum of Art, New York.



DOROTHEA LANGE (1895-1965)*White Angel Bread Line, San Francisco, 1933*

gelatin silver print, flush-mounted on Masonite, printed later
 image/flush mount: 11 7/8 x 9 7/8 in. (29.9 x 24.9 cm.)

This work was printed by Dorothea Lange.

\$80,000–120,000

PROVENANCE:

Private collector, California;

acquired from the above by the present owner, 2006.

LITERATURE:

Dorothea Lange: Photographs of a Lifetime,

Aperture, New York, 1982, p. 45.

Therese Thau Heyman, Sandra S. Phillips and John Szarkowski,

Dorothea Lange: American Photographs,

San Francisco Museum of Modern Art, 1994, pl. 1.

Karen Tsujimoto, *Dorothea Lange, Archive of an Artist,*

Oakland Museum, 1995, p. 9.

Keith F. Davis, *The Photographs of Dorothea Lange,*

Harry N. Abrams, New York, 1996, cover and p. 21.

Barbara Haskell, *The American Century: Art and Culture,*

1900-1950, Whitney Museum of American Art,

New York, 1999, pl. 483.

Pierre Borhan, *Dorothea Lange: The Heart and Mind of a*

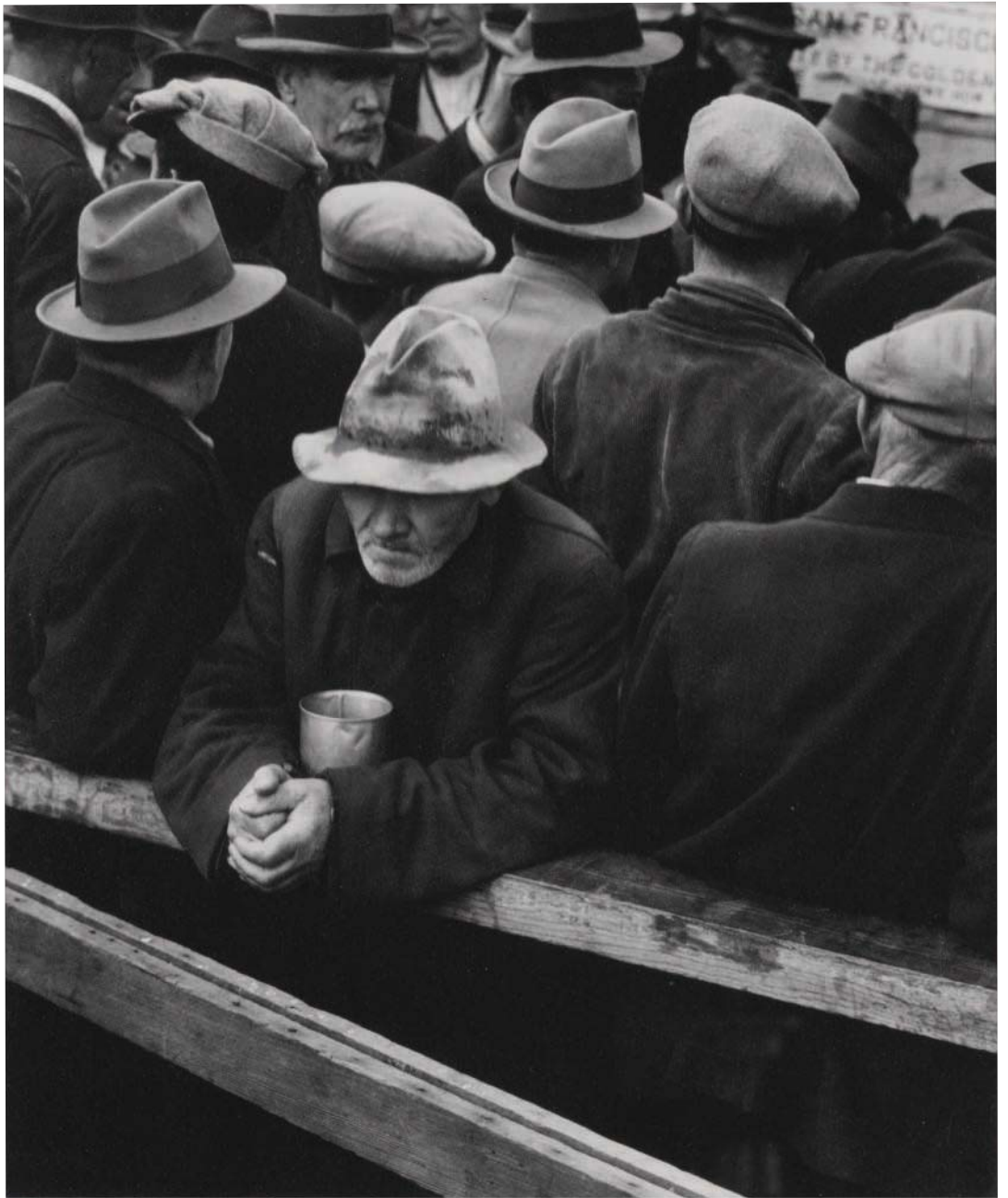
Photographer, Bulfinch, Boston, 2002, p. 71.

The present lot was printed on Kodak Opal-N matte (smooth lustre) surface paper, which had been introduced to the market in the 1940s. Flush-mounted to Masonite with a white glue (not a mounting tissue), this work is commensurate with the artist's lifetime practices, including the methods employed for works by Lange, and others, exhibited in the famous 1955 exhibition, *The Family of Man*, at the Museum of Modern Art, New York.

This is Lange's earliest well-known documentary-style photograph, a moving image that depicts a solitary figure with hands clasped, well-worn hat pulled low on his brow, and turned away from a gathering of poverty-stricken men waiting in a breadline at a San Francisco soup kitchen. This particular soup kitchen was independently run, with no outside funding, by Lois Jordan, a wealthy widow known to locals as the White Angel. Jordan is credited with feeding roughly one million men over a several year period.

Taken during the throes of the Great Depression, Lange's image and photographic work at the time led to her employment with the Federal Resettlement Administration (RA), which later became the Farm Security Administration (FSA). Under these programs, photographers and writers were brought on board to document the plight of the poor across the country. The Information Division of the FSA, under the direction of Roy Stryker, adopted a goal of 'introducing America to Americans.'

Prints of this image reside in the permanent collections of the San Francisco Museum of Modern Art, the Museum of Modern Art, New York, and the Oakland Museum of California, among others.



12

WALKER EVANS (1903–1975)

Untitled (Man asleep on stoop), Havana, Cuba, 1933

gelatin silver print

signed in ink and annotated 'type/Havana'

and variously numbered in pencil (verso)

image/sheet: 10 x 7 ¼ in. (25.3 x 18.4 cm.)

\$15,000–25,000

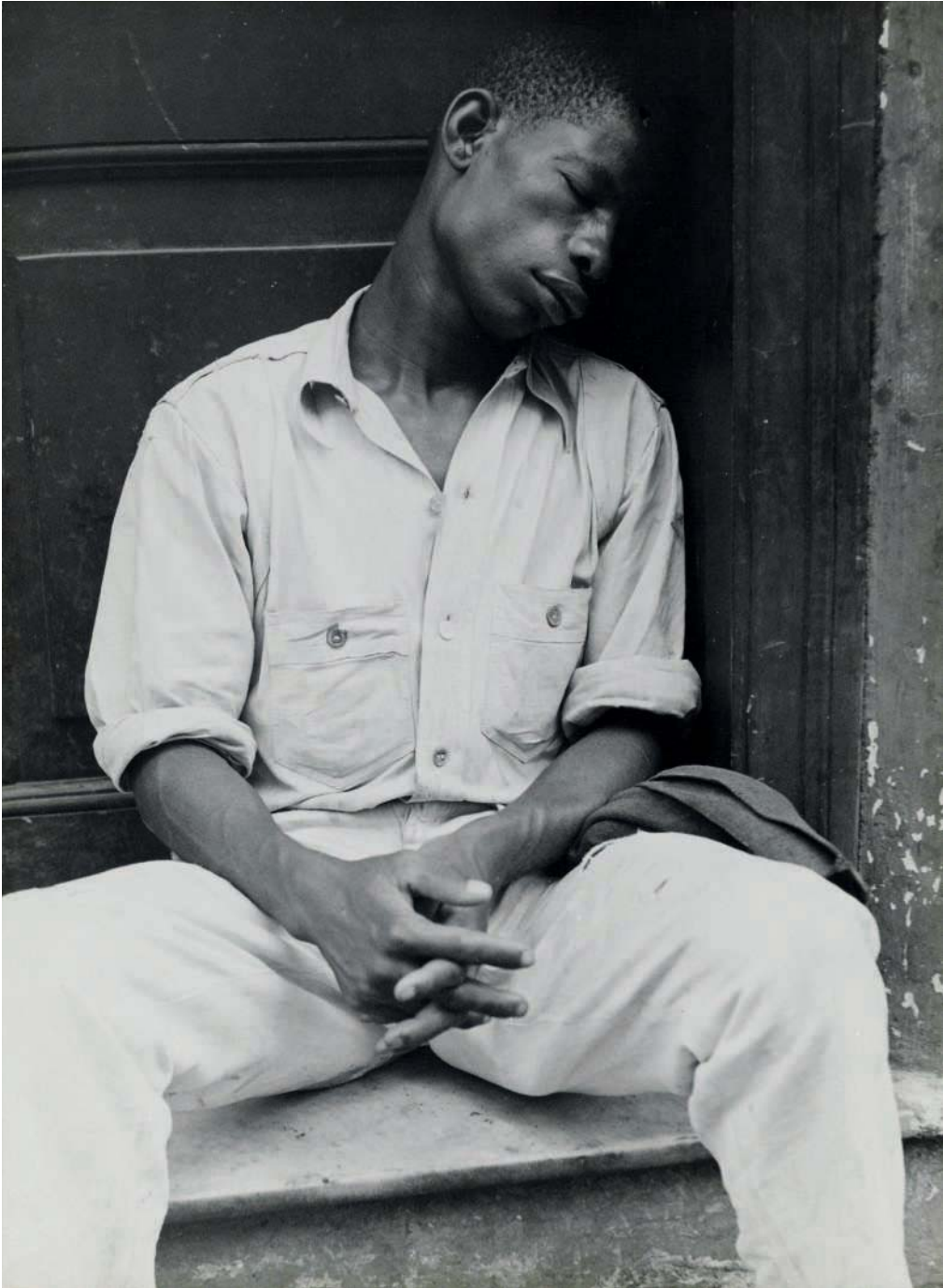
PROVENANCE:

James Agee (1909–1955);

Light Gallery, New York;

acquired from the above by the present owner, c. 1985.

In the Spring of 1933, twenty-nine year-old Walker Evans sailed to Cuba, just months before dictator Gerardo Machado was deposed. Commissioned by Philadelphia publisher J.B. Lippincott, Evans was on assignment to photograph the country for Carleton Beal's book, *The Crime of Cuba*, which was highly critical of the Cuban government. While there, Evans famously met Ernest Hemingway, only a few years his senior, and a friendship emerged. Indeed, over the following three weeks, the two would weave an artistic dialogue, exchanging photographs and letters relating to their experience in Cuba. While Hemingway would go on to write *To Have and Have Not*, Evans produced over 400 negatives during his time in the country, many of which were intimate, up close portraits of everyday people, from street vendors to dock workers.



*13

HENRI CARTIER-BRESSON (1908–2004)

Calle Cuauhtemocztzin, Mexico City, 1934

gelatin silver print, flush-mounted on Masonite board,
printed 1960
image/sheet/flush mount: 14 7/8 x 22 1/4 in. (37.8 x 56.5 cm.)

\$60,000–80,000

PROVENANCE:

Kunsthau Lempertz, Cologne, November 9, 1996, lot 54;
acquired from the above sale by Prakapas Gallery, New York;
Galerie Françoise Paviot, Paris, 1997;
Edwynn Houk Gallery, New York, 2006.

EXHIBITED:

Munich, International Salon of Photography,
Das menschliche Antlitz Europas, 1960.

LITERATURE:

Henri Cartier-Bresson, *The World of Henri Cartier-Bresson*,
Viking, New York, 1968, pl. 4.
Robert Delpire (ed.), *Henri Cartier-Bresson*,
Aperture, New York, 1976, front cover.
Yves Bonnefoy, *Henri Cartier-Bresson Photographer*,
Little Brown & Company, Boston, 1979, pl. 23.
Peter Galassi, *Henri Cartier-Bresson: The Early Work*, the
Museum of Modern Art, New York, 1987, front cover & pl. 130.
Carlos Fuentes, *Henri Cartier-Bresson: Mexican Notebooks*,
Thames & Hudson, London, 1995, p. 73.
Jean Pierre Montier, *Henri Cartier-Bresson and the Artless Art*,
Little, Brown & Company, Boston, 1999, pl. 13, p. 23.
Philippe Arbaizer et al., *Henri Cartier-Bresson: The Man,
The Image and the World*, Thames & Hudson, London, 2003,
p. 100, pl. 112.
Michele Frizot (ed.), *Henri Cartier-Bresson: Scrapbook*, London,
Thames & Hudson, London, 2006, p. 159.
Peter Galassi, *Henri Cartier-Bresson: The Modern Century*,
The Museum of Modern Art, New York, 2010, p. 99.
Clément Chéroux, *Henri Cartier-Bresson: Here and Now*,
The Museum of Modern Art, New York, 2013, pl. 87.

Oversized prints from this era are extremely rare.

Other prints of this image reside in the permanent collections
of The San Francisco Museum of Modern Art,
The Metropolitan Museum of Art and the Museum of
Modern Art, New York.



ALEXANDER RODCHENKO (1891-1956)*Morning Wash (Varvara Rodchenko), 1932*

gelatin silver print

stamped photographer's credit (verso)

image/sheet: 6 5/8 x 4 1/8 in. (16.8 x 10.5 cm.)

\$50,000–70,000

PROVENANCE:

Galerie Gmurzynska, Cologne, 1995;
 acquired from the above by Nathalie Karg, Ltd., New York, agent;
 Collection of Henry Buhl, New York;
 Sotheby's, New York, December 12, 2012, lot 18;
 Bruce Silverstein Gallery, New York;
 acquired from the above by the current owner, 2014.

EXHIBITED:

New York, Guggenheim Museum, *Speaking with Hands: Photographs from The Buhl Collection*, June–September 2004.
 Palm Beach Photographic Centre, *In Good Hands: Selected Works from the Buhl Collection*, March 2011.
 Palm Beach Photographic Centre, *Full of Grace: A Journey Through the History of Childhood*, January–March 2012.

LITERATURE:

Jennifer Blessing, *Speaking with Hands: Photographs from The Buhl Collection*, Guggenheim Foundation, 2004, pp. 91 and 244.
 Ray Merritt, *Full of Grace: A Journey Through the History of Childhood*, New York, 2006, p. 72.

The present lot is an intimate portrait of the artist's five-year-old daughter bathing—a glimpse of Rodchenko's treasured personal life in the early 1930s when he was questioning his role in the evolving, deeply influential artists' community of Moscow. Photographed during a time of personal and political turmoil when notions of identity and authenticity were uprooted, Varvara's tender portrait serves as a grounding reminder of one of life's defining realities—a father's love for his children.

The image itself utilizes one of Rodchenko's iconic compositional principles of photographing diagonally from the 'top down' and thus offering a novel, unique form of perception. Rodchenko's shadow is visible in the lower half, creating a more geometrically dynamic composition. The presence of his shadow not only highlights the camera's role in this particular image but also its pivotal role in the Russian avant-garde. *Morning Wash* is a quintessential example of the Constructivist master's revered aesthetic ideology and a touching recognition of his steadfast familial devotion.



actual size

EDWARD WESTON (1886-1958)*Shells, 6S, 1927*

matte surface toned gelatin silver print, hinged to later mount signed, dated and annotated 'Glendale' in pencil (verso); signed and dated (original overmat, recto); signed and dated in pencil on affixed portion of original mount image/sheet: 7 ½ x 9 ¾ in. (19 x 23.8 cm.) mount: 12 ¾ x 15 ¾ in. (32.4 x 40 cm.)

\$400,000-600,000

PROVENANCE:

The artist; gifted from the above to the family of Arthur Millier (1906-1975); by descent to the present owner.

LITERATURE:

Edward Weston, *Photography—An Eighth Art?*, *The Argus*, vol. 3, no. 4-5, July/August 1928, p. 3.
 Merle Armitage, *Fifty Photographs, Edward Weston*, Duell, Sloan & Pearce, New York, 1947, pl. 28.
Look, Cowles Media, Des Moines, Iowa, July 4, 1950, p. 95.
 Edward Weston, *The Daybooks, Volume II*, Aperture, Millerton, 1973, pl. 3.
 Beaumont Newhall, *Supreme Instants: The Photography of Edward Weston*, The Center for Creative Photography, Tucson, 1986, cat. 144, pl. 28.
 Amy Conger, *Edward Weston: Photographs from the Collection of the Center for Creative Photography*, Tucson, 1992, cover and fig. 549/1927.

Weston's seductively simple still-lives resonate as strongly today as when they were made, almost one hundred years ago. None more so than the shells. Fourteen different negatives of shells are recorded in his log for 1927. Placed in front of a dark background and photographed with the utmost precision and delicacy, they elicited some of the strongest critical responses to Weston's work. The artist sent two prints to Tina Modotti in Mexico, who replied that 'There is something so pure and at the same time so perverse about them... They are mystical and erotic.' Weston himself wrote in his daybook in July of 1927, 'I am not blind to the sensuous quality in shells with which they combine the deepest spiritual significance.'

Shells, 6S is the rarest of the pictures of Weston's iconic series of shell studies, and was used as the cover of Amy Conger's classic timeline of the artist's work, *Edward Weston: Photographs*. '6S' indicates that this is the sixth negative in the series. It is believed that this print of *Shells, 6S* is the only vintage print of the image in private hands. According to Conger, along with Weston's journals housed at the Center for Creative Photography in Tucson, there are six extant prints. All other vintage prints of this image are in the following institutional collections: The Art Institute of Chicago; George Eastman Museum, Rochester; The Huntington Library, California; Oakland Museum of California; and the Center for Creative Photography, Tucson.

This print was a gift to friend and neighbor Arthur Millier. Millier was an artist and art critic of *The Los Angeles Times* and was close with Weston and Merle Armitage. Millier 'served with both of them on the Public Works of Art Project. He was an etcher and beginning in 1925 he was an art critic for *The Los Angeles Times*,' according to Conger. The present owner is the stepdaughter of Millier, who was a neighbor in Santa Monica Canyon when Edward Weston moved to Mesa Road with Neil, Brett and Cole in June 1935-1937. She remained a good friend of Brett Weston throughout his life.

The verso of the print offered here bears Weston's signature along with the word 'Glendale' and is dated '1927.' The toned matte surface print was mounted vertically, per Weston's usual treatment of the period, signed and dated on the mount in the artist's hand. Millier wishing to frame the piece horizontally, had the mount trimmed, and the photograph over-matted and framed; Weston then signed and dated the recto of the overmat. The signature and date from the original mount has been preserved.





Edward Weston
1927

Edward Weston
1927

ROBERT ADAMS (B. 1937)

Sunday School. A Church in a New Tract,
Colorado Springs, Colorado, 1969

gelatin silver print, mounted on board
 signed, dated '1970' and inscribed in pencil (mount, verso)
 image/sheet: 5 ½ x 6 in. (14 x 15.3 cm.)
 mount: 13 x 11 in. (33.1 x 28 cm.)

\$20,000–30,000

PROVENANCE:

The artist;
 gifted by the above to the current owner, 1976.

LITERATURE:

Robert Adams and John Szarkowski, *The New West*,
 Aperture, New York, 1974, p. 55.
 Robert Adams, *What Can We Believe Where?*
Photographs of the American West, Yale University Art Gallery,
 New Haven, 2010, pl. 45.
 Robert Adams, *The Place We Live:*
A Retrospective of Photographs 1964–2009: Volume One,
 Yale University Art Gallery, New Haven, 2010, p. 66.

Depicting an outdoor session of a Sunday-school class, the suburban church and students are visually nestled in the foothills of the Rocky Mountains whose peaks rise dramatically in the background. This image is emblematic of Adams' work of the late 1960s and early 1970s, when he was still a literature professor at Colorado College. Adams' eye is caring even when his mind is critical, and the use of light is always transcendent. A selection of pictures from this project was exhibited at the Museum of Modern Art, New York in 1971, bringing Adams' understated but penetrating photographic vision to broader attention.

This body of work was published in 1974 as *The New West: Landscapes along the Colorado Front Range*, introduced by John Szarkowski in an elegant foreword in which he writes that, 'the landscape is, for us, the place we live. If we have used it badly, we cannot therefore scorn it, without scorning ourselves. If we have abused it, broken its health, and erected upon it memorials to our ignorance, it is still our place, and before we can proceed, we must learn to love it.'

In 1975, work from this series was included by curator William Jenkins in the highly influential *New Topographics* exhibition at the George Eastman House, which included artists Bernd and Hilla Becher, Stephen Shore, Lewis Baltz, Nicholas Nixon, Henry Wessel, Frank Gohlke and Joe Deal.

Prints of this image reside in the permanent collections of the Museum of Modern Art, New York, The Philadelphia Museum of Art, The Museum of Contemporary Photography, Chicago, and Yale University Art Gallery, New Haven.



17

ROBERT ADAMS (B. 1937)

Near Arch Cape, Oregon, 1976

gelatin silver print, mounted on board
titled, dated and inscribed 'for Dad' in pencil (mount, recto);
signed, titled and annotated in pencil (mount, verso)
image/sheet: 9 5/8 x 12 in. (24.4 x 30.5 cm.)
mount: 14 x 15 1/2 in. (35.5 x 39.3 cm.)

\$12,000–18,000

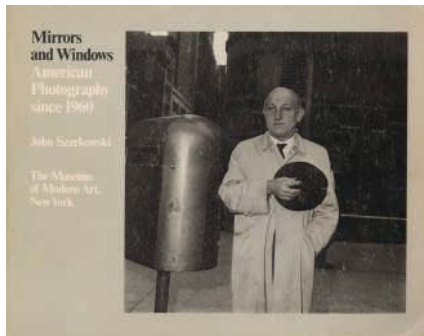
PROVENANCE:

The artist;
by descent within the artist's family;
to the present owner.

Robert Adams' lifelong love and concern for the landscape, along with our social uses and abuses of it, have been evident from the outset of his career. The northern Oregon coast has been a favored landscape for Adams as early as 1961, the year after he married and spent a summer there. Adams and his wife, Kerstin, moved to the Pacific Northwest from Colorado in 1997, settling in the coastal town of Astoria, Oregon which holds a commanding view of the mouth of the majestic Columbia River as it spills into the Pacific Ocean.

In 2005, a substantial volume of photographs about the clear-cutting of the ancient forests of the Northwest was published under the title *Turning Back*, with photographs dating from 1999-2003. Adams' powerful visual language is heightened by his unflinching presentation of the painful facts of what he views as an environmental catastrophe.

The present lot, printed by the artist on a matte surface graded sheet typical of this period, *Near Arch Cape* is a study made years earlier, during his occasional visits to the area. John Szarkowski included two images made during the same year as this lot in his exhibition and book titled, *Mirrors and Windows: American Photography since 1960*. Outlined with a rapidograph pen of the sort often used by architects, something Adams did infrequently during this period of his career, this oversized print is mounted and inscribed, 'for Dad, 1976'.



Mirrors and Windows: American Photography Since 1960
© the Museum of Modern Art, New York, 1978, p. 142.



■18

THOMAS STRUTH (B. 1954)

El Capitan (Yosemite National Park), 1999

chromogenic print, face-mounted to Plexiglas
signed in ink and credited, titled and numbered '7/10'
on affixed photographer's label and credited, titled, dated
and numbered on affixed gallery label (frame backing board)
image: 66 ½ x 85 in. (168.9 x 215 cm.)
overall: 71 ½ x 90 in. (181.6 x 228.6 cm.)
This work is number 7 from the edition of 10.

\$150,000–200,000

PROVENANCE:

Fraenkel Gallery, San Francisco;
acquired from the above by the present owner, 2003.

LITERATURE:

Exhibition catalogue, *Thomas Struth 1977-2002*,
The Dallas Museum of Art, Dallas, 2002, p. 137.
Exhibition catalogue, *Thomas Struth. Fotografien 1978-2010*,
Kunsthaus Zürich, Zürich, 2010, p. 92.

[When] I am taking a photograph, I am conscious that I am constructing images rather than taking snapshots. Since I do not take rapid photographs it is in this respect like a painting which takes a long time where you are very aware of what you are doing in the process. Exposure is only the final act of making the image as a photograph.

— Thomas Struth





■19

RICHARD MISRACH (B. 1949)

Untitled #724-96, 1996

chromogenic print on Fuji Crystal Archive paper, printed 2002
signed, dated and numbered '3/5' in ink on affixed artist's label
and credited, titled, dated and numbered '3/5' on affixed gallery
label (frame backing board)

image/sheet: 49 x 108 ¼ in. (124.5 x 275 cm.)

This work is number 3 from the edition of 5.

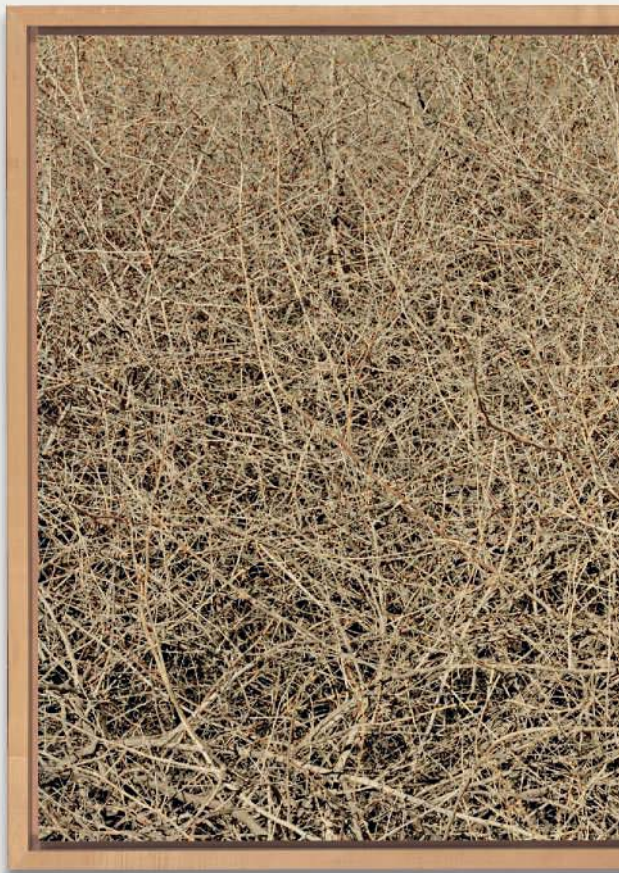
\$50,000–70,000

PROVENANCE:

Fraenkel Gallery, San Francisco;
acquired from the above by the present owner.

LITERATURE:

Richard Misrach, *Chronologies*, Fraenkel Gallery,
San Francisco, 2005, pl. 97.





20

MAN RAY (1890–1976)

Enough Rope, 1944

gelatin silver print

signed, titled, dated, numbered '13' and annotated in pencil
and stamped '1245 VINE STREET' [Manford M21] (verso)

image/sheet: 9 ⁷/₈ x 7 ³/₄ in. (25 x 19.6 cm.)

\$70,000–90,000

PROVENANCE:

Charles Henri Ford (1908-2002), New York;

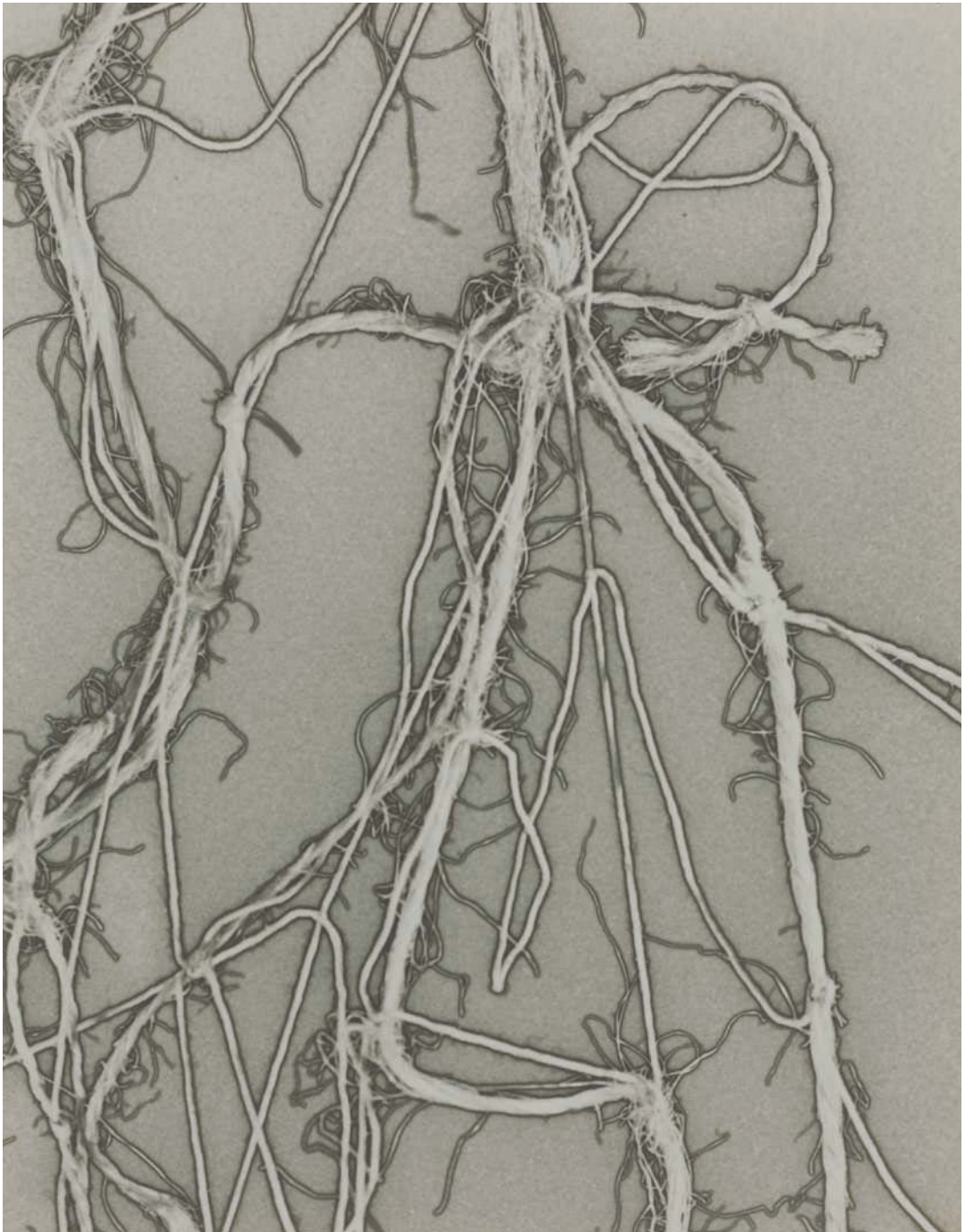
Timothy Baum, New York, acquired from the above;

acquired from the above by the present owner, 1990s.

LITERATURE:

Manfred Heiting (ed.), *Man Ray: 1890-1976*,

Taschen, Köln, 2000, p. 158.



GILBERT & GEORGE (B. 1943 & B. 1942)*Xerxes from Jack Freak Pictures, 2008*

mixed media, in twenty-four parts
 signed and dated (lower left); titled (lower right)
 each: 25 x 29 ¼ in. (63.5 x 75.6 cm.)
 overall: 100 x 178 ¼ in. (254 x 453 cm)

\$120,000–180,000

PROVENANCE:

White Cube, London;
 acquired from the above by the present owner.

EXHIBITED:

London, White Cube, *Jack Freak Pictures*,
 10 July - 22 August 2009.

LITERATURE:

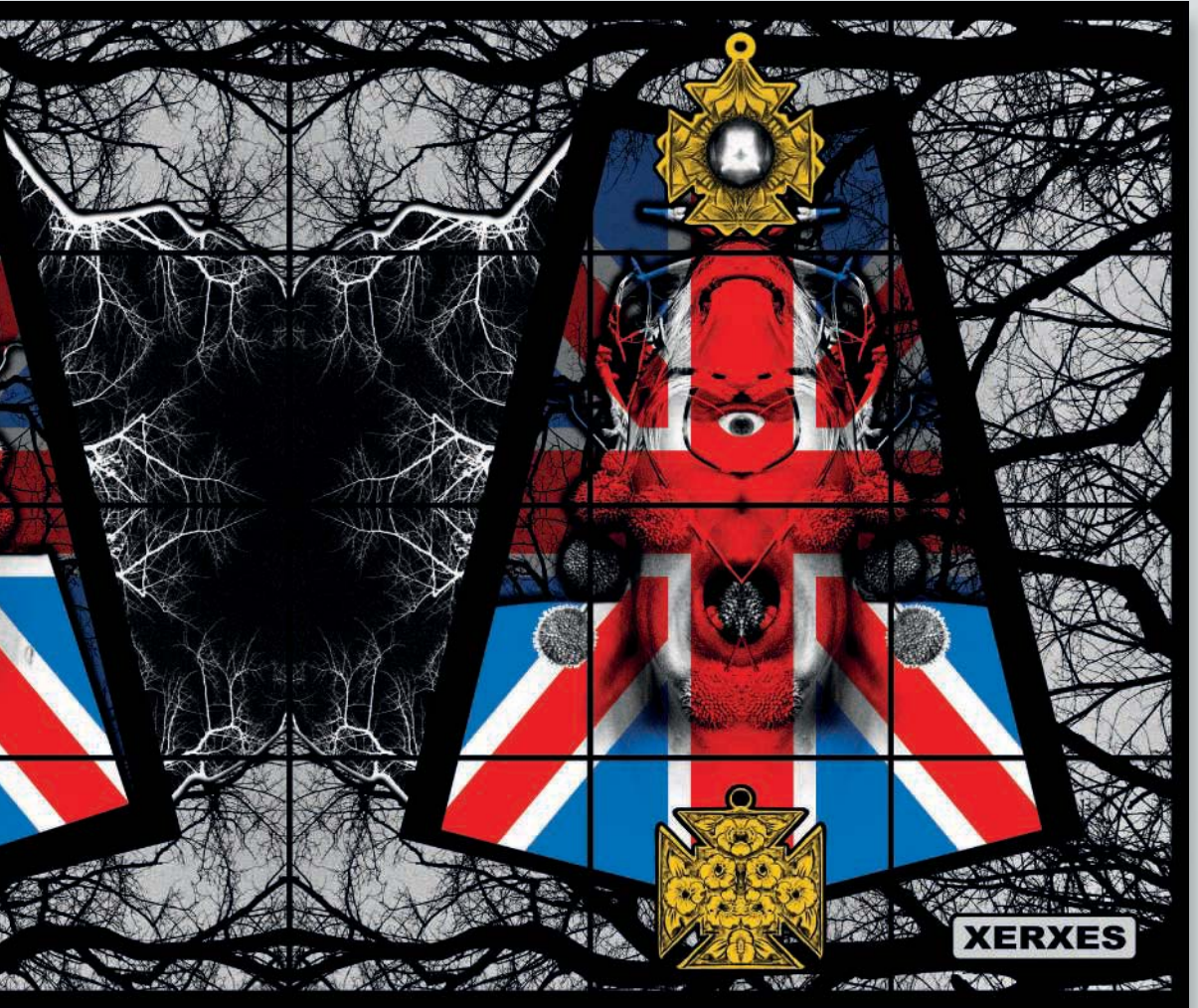
Gilbert & George, *Gilbert & George: Jack Freak Pictures*,
 Hatje Cantz Verlag, Ostfildern, 2009, no. 73.

Gilbert & George's overwhelmingly monumental series *Jack Freak Pictures* comprises the largest, most ambitious group of works the artists ever created, all of which were taken in 2008—only one year after the duo's retrospective at the Tate Modern in London. The retrospective, which contained 200 works, motivated Gilbert & George to immediately design 153 new images which have been deemed by the artists themselves as their 'greatest group of pictures'.

The first image in the series was inspired by two antique commemoration medals; the resulting composition reminded the artists of the Union Jack. Once the artists realized the potential within the association of national medals and the Union Jack, the flag became a dominant common thread throughout nearly all works in the series. The depiction of medals persisted as well, as seen in yellow in the present lot. When asked about the use of the word 'freak' in the series title, Gilbert responded, 'well, yesterday we took a bus—and every human being we saw had an element of freakishness. Now we always see freaks, and nothing else.'

The *Jack Freak Pictures* are celebratory and disturbing, monstrous yet beautiful. *Xerxes* serves as a stunning representative of Gilbert & George's most impressive artistic accomplishment to date.





XERXES

22

ANA MENDIETA (1948–1985)

Untitled, from Silueta Series, Iowa, 1978

chromogenic print

credited, titled and dated on affixed gallery label

(frame backing board)

image: 6 7/8 x 9 7/8 in. (16.9 x 24.5 cm.)

sheet: 8 x 10 in. (20.4 x 25.5 cm.)

\$30,000–50,000

PROVENANCE:

Galerie Lelong, New York;

acquired from the above by the present owner.

During the late 1970s, Ana Mendieta experimented with imprinting her body's outline onto the earth using natural and ritualistic materials such as blood, dirt, fire, flowers, grasses and stones. For her *Siluetas* executed in Iowa in 1978, the equally sensitive and dramatic impression that Mendieta's form left in the grassy terrain demonstrates the intimate relationship with earth that she achieved through her artistic and performative explorations.

This is the only lifetime color print of this image extant.



23

ADAM FUSS (B. 1961)

Untitled, 1987

unique gelatin silver print

signed in pencil (verso); credited, titled and dated on affixed

gallery label (frame backing board)

image: 50 ½ x 44 ½ in. (128.3 x 113 cm.)

sheet: 53 x 46 ½ in. (134.6 x 118.1 cm.)

\$50,000–70,000

PROVENANCE:

Cheim & Read, New York;

acquired from the above by the present owner, 2002.

The photographer Adam Fuss has perfected a studio-based discipline of historical processes and primitive photographic techniques to create some of the most elegant and radical of contemporary photographic results. The present lot is extremely simple and sophisticated at the same time: a photogram of water droplets on a single sheet of gelatin silver paper. This yields a unique object; there is no film negative and no digital file from which to produce multiple prints.



24

GABRIEL OROZCO (B. 1962)

De techo a techo (From roof to roof), 1993

Cibachrome print

signed, titled, dated and numbered in pencil (verso);

credited, titled, dated and numbered on affixed collection label
(frame backing board)

image: 9 ¼ x 13 ½ in. (23.4 x 34.2 cm.)

sheet: 11 x 14 in. (28 x 35.7 cm.)

This work is number 4 from the edition of 5 plus 2 Artist's Proofs.

\$30,000–50,000

PROVENANCE:

Margo Leavin Gallery, West Hollywood, California, 1994;

acquired from the above by the present owner.

LITERATURE:

Francesco Bonami, 'Back in Five Minutes', *Parkett*,
no. 48, December 1996, p. 43.

Yves-Alain Bois, 'Gabriel Orozco', *October Files*,
no. 9, Cambridge, 2009, p. 142.



25

WILLIAM EGGLESTON (B. 1939)

Untitled (Downtown Morton, Mississippi), c. 1970

dye-transfer print, printed 2008

signed in ink (recto); numbered '8/15' in ink, stamped
photographer's signature, date and Eggleston Artistic Trust
copyright credit (verso)

image: 17 5/8 x 27 in. (44.7 x 68.6 cm.)

sheet: 20 3/8 x 29 7/8 in. (51.8 x 75.7 cm.)

This work is number 8 from the edition of 15.

\$40,000–60,000

LITERATURE:

John Szarkowski, *William Eggleston's Guide*,
the Museum of Modern Art, New York, 1976, p. 93.





26

RAY METZKER (1931–2014)

Gumball, 1966

composite of 5 gelatin silver prints, flush-mounted together on board, mounted on secondary board, printed and assembled 1990

signed and numbered '4/10' in pencil (secondary mount, recto); credited, titled and numbered on affixed gallery label

(frame backing board)

image/flush mount: 7 ¼ x 7 ½ in. (18.4 x 19 cm.)

secondary mount: 13 ½ x 13 ¼ in. (34.2 x 33.6 cm.)

This work is number 4 from the unrealized edition of 10.

\$30,000–50,000

PROVENANCE:

Laurence Miller Contemporary Photographs, New York;
acquired from the above by the present owner.

LITERATURE:

Ray K. Metzker, *Composites*, Laurence Miller Contemporary Photographs, New York, 1990, cover.

After his travels throughout Europe from 1960–1961, Metzker moved to Philadelphia and soon began experimenting with the notion of photographs as singular images. In 1964 the artist began his *Composites* series by adjoining multiple strips of prints together to create an abstraction of rhythmic forms. In the present work, Metzker used the repeated scene of passersby in profile walking past the same bright sign, subsequently creating graphic, kinetic patterns in contrasting degrees of light. As a student of Harry Callahan at the Institute of Design in Chicago, known as 'the New Bauhaus', Metzker's avant-garde training may be most evident in his *Composites* series.



DIANE ARBUS (1923–1971)*Headless man, N.Y.C., 1961*

gelatin silver print

stamped 'A Diane Arbus print', signed and numbered
 '1129-12-00-1114' by Doon Arbus, Administrator, in ink,
 stamped Estate copyright credit with '1962' in ink and
 reproduction limitation (verso)

image: 9% x 6% in. (23.9 x 16.3 cm.)

sheet: 14 x 11 in. (35.7 x 28 cm.)

This work was printed by Diane Arbus.

\$20,000–30,000

PROVENANCE:

Private collector, 1970s;

Louis K. Meisel Gallery, New York.

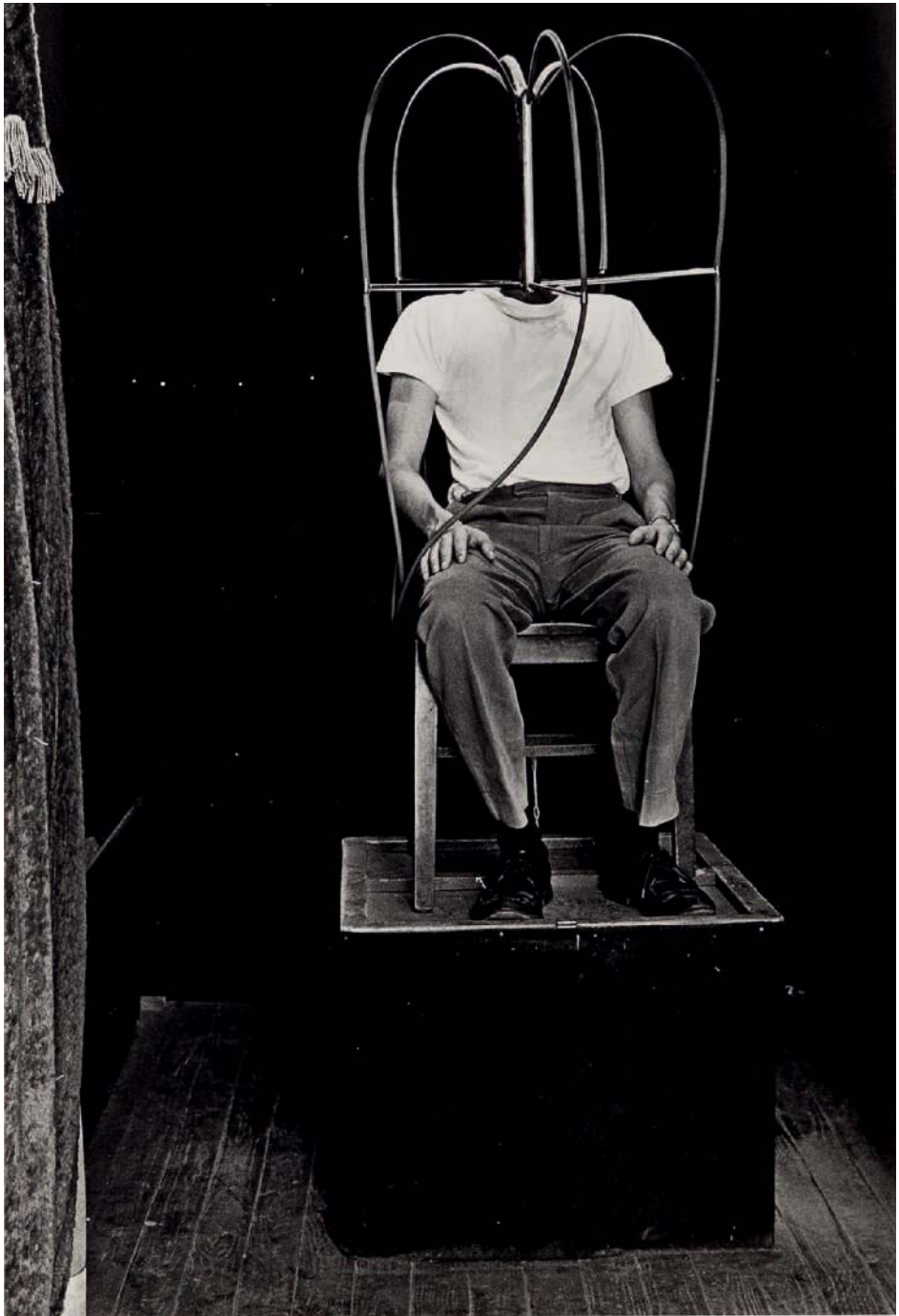
LITERATURE:

Picture Magazine, *Diane Arbus: A Monograph
 of Seventeen Photographs*, Issue #16, 1980, (back cover).

Sandra S. Phillips et al., *Diane Arbus Revelations*,
 Random House, New York, 2003, p. 158.

This striking image graces the back cover of issue number 16 of *Picture Magazine*, 1980, 'the first issue ... devoted exclusively to the work of a single artist.' Containing seventeen photographs by Arbus, selected from work made between 1956 and 1968, the monographic issue was published without any accompanying text. The editors of the magazine go on to explain that 'The photographs must speak for themselves. Perhaps in doing so they will reveal some new facet of her work that will reflect additional light on the place she occupies in the history of photography.'

In her application for a Guggenheim Fellowship to photograph *American Rites, Manners, and Customs*, Arbus wrote that 'These are our symptoms and our monuments, I want simply to save them, for what is ceremonious and curious and commonplace will be legendary.' —Diane Arbus



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1 NEW BIDDERS

Lots denoted with ★ are consigned by a US Government selling entity that requires that employees of Christie's or its affiliates and their family members may not bid on these lots.

- (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, decline to permit you to register as a bidder. You will be asked for the following:
- (i) for individuals: Photo identification (driver's license, 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 at +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 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.
- (b) **Internet Bids on Christie's LIVE™**
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 LIVE™ terms of use which are available at 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 reject any bid.

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 LIVE™ (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 INCREASMENTS

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 Christie's LIVE™) 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), omission or breakdown in providing these services.

8 SUCCESSFUL BIDS

Unless a 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 1 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 2.5% of the **hammer price** up to and including US\$150,000, 20% on that part of the **hammer price** over US\$150,000 and up to and including US\$2,000,000, 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 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 tax 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 any purchased lots. For information, please contact Purchaser Payments at +1 212 636 2496.

E WARRANTIES

1 SELLER'S WARRANTIES

For each lot, the seller gives a **warranty** that the seller:

- 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
- 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:

- 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**.
- 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**.
- 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.

- The **authenticity warranty** applies to the **Heading**, as amended by any **Saleroom Notice**. 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.
- The **authenticity warranty** does not apply if the lot can only be shown 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.
- 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.

- In order to claim under the **authenticity warranty** you must:
 - give us written details, including full supporting evidence, of any claim within 5 years of the date of the auction;
 - 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
 - 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.

- 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:
 - This **additional warranty** does not apply to:
 - 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;
 - drawings, autographs, letters or manuscripts, signed photographs, music, atlases, maps or periodicals;
 - books not identified by title;
 - lots sold without a printed **estimate**;
 - books which are described in the catalogue as sold not subject to return; or
 - defects stated in any condition report or announced at the time of sale.
 - 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 21 days of the date of the sale.

- 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 E2(h)(ii) 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

- Immediately following the auction, you must pay the **purchase price** being:
 - the **hammer price**; and
 - 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").
- 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.
- 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:
 - Wire transfer
JP Morgan Chase Bank, N.A.,
270 Park Avenue, New York, NY 10017;
ABA# 02 100021; FBO: Christie's Inc.;
Accounts # 957-107978,
for international transfers, SWIFT:
CHASUS33.
 - 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.

- 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.
- Bank Checks
You must make these payable to Christie's Inc. and there may be conditions.
- 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.

- 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:

- When you collect the lot; or
- 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

- 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 paragraphs F3 and any other rights or remedies we have by law):
 - we can charge interest from the **due date** at a rate of up to 1.34% per month on the unpaid amount due;
 - we can cancel the sale of the lot. If we do this, we may sell the lot again, publicly 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;
 - we can sell 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;

- we can hold you legally responsible for the **purchase price** and may begin legal proceedings to recover it together with all losses, interest, legal fees and costs as far as we are allowed by law;
- 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);
- we can, at our option, reveal your identity and contact details to the seller;
- 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;
- 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 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
- we can take any other action we see necessary or appropriate.

- 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 you owe. However, if of course, 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.

6 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.

- You may not collect the lot until you have made full and clear payment of all amounts due to us.
- 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.

- 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 +1 212 636 2495.

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:
- charge you storage fees while the **lot** is still at our saleroom; or
 - 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 +1 212 636 2650. See the information set out at www.christies.com/shipping or contact us at PostSaleUS@christies.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 to 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.

(f) **Gold**
Gold of less than 18kt 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 H1, 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**.

I 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 that 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) If 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, importance, 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 LIVE™, 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(f) 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.

J OTHER TERMS

1 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 if the sale places us or the seller under any liability to anyone else or may damage our reputation.

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 LIVE™ 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. In addition, certain **lots** denoted with * are consigned by the US Government selling entity and due to the nature of the consignment, the Government consignment entity requires Christie's to provide the US Government selling entity with a list of the successful bidders of these **lots** in this sale.

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-US 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 9 (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 buyer'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 in 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'

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

△ Owned by Christie's or another **Christie's Group** company in whole or part. 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** offered without **reserve** which will be sold to the highest bidder regardless of the pre-sale estimate in the catalogue.

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

■ 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

△: 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 △ 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 * next 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 ◆.

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 qualified opinion a work by the artist.

**Attributed to ..."

In Christie's qualified opinion probably a work by the artist in 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

PAYMENT OF ANY CHARGES DUE

ALL **lots** whether sold or unsold maybe subject to storage and administration fees. Please see the details in the table below. Storage Charges may be paid in advance or at the time of collection. **Lots** may only be released on production of the 'Collection Form' from Christie's. **Lots** will not be released until all outstanding charges are settled.

SHIPPING AND DELIVERY

Christie's Post-Sale Service can organize domestic deliveries or international freight. Please contact them on +1 212 636 2650 or PostSaleUS@christies.com. To ensure that arrangements for the transport of your **lot** can be finalized before the expiration of any free storage period, please contact Christie's Post-Sale Service for a quote as soon as possible after the sale.

PHYSICAL LOSS & DAMAGE LIABILITY

Christie's will accept liability for physical loss and damage to sold **lots** while in storage. Christie's liability will be limited to the invoice purchase price including buyers' premium. Christie's liability will continue until the **lots** are collected by you or an agent acting for you following payment in full. Christie's liability is subject to Christie's Terms and Conditions of Liability posted on christies.com.

STORAGE AND COLLECTION

Please note **lots** marked with a square ■ will be moved to Christie's Fine Art Storage Services (CFASS in Red Hook, Brooklyn) on the last day of the sale. **Lots** are not available for collection at Christie's Fine Art Storage Services until after the third business day following the sale. All **lots** will be stored free of charge for 30 days from the auction date at Christie's Rockefeller Center or Christie's Fine Art Storage Services. Operation hours for collection from

either location are from 9.30 am to 5.00 pm, Monday-Friday. After 30 days from the auction date property may be moved at Christie's discretion. Please contact Post-Sale Services to confirm the location of your property prior to collection. 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

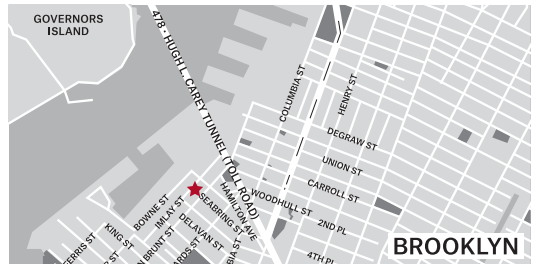
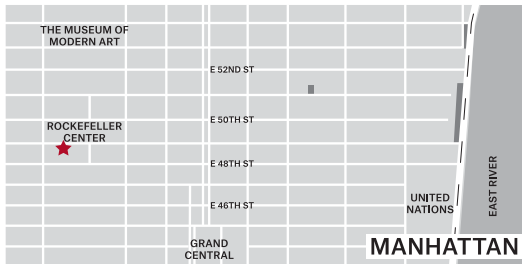
Failure to collect your property within 30 calendar days of the auction date from any Christie's location, will result in storage and administration charges plus any applicable sales taxes.

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.

| ADMINISTRATION FEE, STORAGE & RELATED CHARGES | | |
|--|---|--|
| CHARGES PER LOT | LARGE OBJECTS e.g. Furniture, Large Paintings, and Sculpture | SMALL OBJECTS e.g. Books, Luxury, Ceramics, Small Paintings |
| 1-30 days after the auction | Free of Charge | Free of Charge |
| 31st day onwards: Administration | \$100 | \$50 |
| Storage per day | \$10 | \$6 |
| Loss and Damage Liability | Will be charged on purchased lots at 0.5% of the hammer price or capped at the total storage charge, whichever is the lower amount. | |
| All charges are subject to sales tax. Please note that there will be no charge to clients who collect their lots within 30 days of this sale. Size to be determined at Christie's discretion. | | |

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: +1 212 636 2070 or storage@cfass.com

STREET MAP OF CHRISTIE'S NEW YORK LOCATIONS



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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• DENOTES SALEROOM

ENQUIRIES?— Call the Saleroom or Office

EMAIL— info@christies.com

For a complete salerooms & offices listing go to christies.com

**WRITTEN BIDS FORM
CHRISTIE'S NEW YORK**

**PHOTOGRAPHS:
THE EVENING SALE**

TUESDAY 4 OCTOBER 2016
AT 6.00 PM

20 Rockefeller Plaza
New York, NY 10020

**CODE NAME: DICKENS
SALE NUMBER: 12203**

(Dealers billing name and address must agree with tax exemption certificate. Invoices cannot be changed after they have been printed.)

BID ONLINE FOR THIS SALE AT CHRISTIES.COM

BIDDING INCREMENTS

Bidding generally starts below the **low estimate** and increases in steps (bid increments) of up to 10 per cent. The auctioneer will decide where the bidding should start and the bid increments. Written bids that do not conform to the increments set below may be lowered to the next bidding-interval.

US\$50 to US\$1,000 by US\$50s
US\$1,000 to US\$2,000 by US\$100s
US\$2,000 to US\$3,000 by US\$200s
US\$3,000 to US\$5,000 by US\$200, 500, 800

(e.g. US\$4,200, 4,500, 4,800)
US\$5,000 to US\$10,000 by US\$500s
US\$10,000 to US\$20,000 by US\$1,000s
US\$20,000 to US\$30,000 by US\$2,000s
US\$30,000 to US\$50,000 by US\$2,000, 5,000, 8,000

(e.g. US\$32,000, 35,000, 38,000)
US\$50,000 to US\$100,000 by US\$5,000s
US\$100,000 to US\$200,000 by US\$10,000s
Above US\$200,000 at auctioneer's discretion

The auctioneer may vary the increments during the course of the auction at his or her own discretion.

- I request Christie's to bid on the stated **lots** up to the maximum bid I have indicated for each **lot**.
- I understand that if my bid is successful the amount payable will be the sum of the **hammer price** and the **buyer's premium** (together with any applicable state or local sales or use taxes chargeable on the **hammer price** and **buyer's premium**) in accordance with the Conditions of Sale—Buyer's Agreement). The **buyer's premium** rate shall be an amount equal to 25% of the **hammer price** of each **lot** up to and including US\$150,000, 20% on any amount over US\$150,000 up to and including US\$3,000,000 and 12% of the amount above US\$3,000,000.
- I agree to be bound by the Conditions of Sale printed in the catalogue.
- I understand that if Christie's receive written bids on a **lot** for identical amounts and at the auction these are the highest bids on the **lot**, Christie's will sell the **lot** to the bidder whose written bid it received and accepted first.
- Written bids submitted on "no reserve" **lots** will, in the absence of a higher bid, be executed at approximately 50% of the **low estimate** or at the amount of the bid if it is less than 50% of the **low estimate**.

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