

Photographs from the Emily and Jerry Spiegel Collection

CHRISTIE'S





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# INTERNATIONAL CALENDAR PHOTOGRAPHS

LONDON

MASTERPIECES OF DESIGN AND PHOTOGRAPHY 3 OCTOBER PARIS

**AVANT-GARDE** 19 OCTOBER

STRIPPED BARE— PHOTOGRAPHS FROM THE COLLECTION OF THOMAS KOERFER 9 NOVEMBER

PHOTOGRAPHS 10 NOVEMBER UPCOMING ONLINE SALES

SEPTEMBER

PROPERTY FROM THE SHPILMAN INSTITUTE

OCTOBER PHOTOGRAPHS FROM THE MUSEUM OF MODERN ART MoMA: PICTORIALISM INTO MODERNISM

MoMA: HENRI CARTIER-BRESSON

DECEMBER MoMA: WOMEN IN PHOTOGRAPHY JANUARY 2018 MoMA: **GARRY WINOGRAND** <u>MoMA: **BILL BRANDT**</u>

APRIL 2018 MomA: **WALKER EVANS** MomA: **TRACING PHOTOGRAPHY'S HISTORY** 

Front Cover: Lot 20 Paul Outerbridge, Jr. © 2017 G. Ray Hawkins Gallery, Beverly Hills, CA

## **Back Cover:**

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## Frontispiece One:

Lot 15 Andre Kertész (C) RMN-Grand Palais -

Gestion droit d'auteur Photo (C) Ministère de la Culture - Médiathèque du Patrimoine, Dist. RMN-Grand Palais

## Frontispiece Two:

Lot 18 Constantin Brâncuşi © 2017 Artists Rights Society (ARS), New York / ADAGP, Paris

## Frontispiece Three:

Lot 10 František Drtikol @ The Estate of František Drtikol

## Interior Back Cover:

Lot 3/ Hiroshi Sugimoto © Hiroshi Sugimoto, Courtesy of Fraenkel Gallery And Pace/ MacGill Gallery

## Outside Wrap Left Panel:

Andre Kertész

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## **Outside Wrap Center Panel:**

MoMA: Henri Cartier-Bresson online auction © Henri Cartier-Bresson/Magnum Photos

## Outside Wrap Right Panel:

Gustave Le Grav

# Inside Wrap Left Panel:

Lot 101 Constantin Brâncuşi © 2017 Artists Rights Society (ARS), New York / ADAGP, Paris

# Inside Wrap Center Panel:

Lot 10 František Drtikol © The Estate of František Drtikol

# Inside Wrap Right Panel:

Lot 336 Pierre Dubreuil

The Photography department would like to thank the following for their help in the production of this catalogue: Timothy Baum, Christopher Cardozo, Stephen Daiter, Elaine Dines, Alexander Lavrentiev, Steven Manford, Anthony Montoya and the staff at Paul Messier Conservation of Photographs & Works on Paper.

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# **VISIONARIES:** PHOTOGRAPHS FROM THE EMILY AND JERRY SPIEGEL COLLECTION

# **TUESDAY 10 OCTOBER 2017**

## **AUCTION**

Tuesday 10 October 2017 at 2.00 pm (Lots 1-40)

20 Rockefeller Plaza New York, NY 10020

## **VIEWING**

Thursday	5 October	10.00 am - 5.00 pm
Friday	6 October	10.00 am - 5.00 pm
Saturday	7 October	10.00 am - 5.00 pm
Sunday	8 October	1.00 pm - 5.00 pm
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Christie's (#1213717)

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# CHRISTIE'S



# Photographs from the Emily and Jerry Spiegel Collection



Emily and Jerry Spiegel were internationally recognized as vanguard collectors of post-war and contemporary art. For over half a century, they devoted themselves to business, philanthropy, and artistic patronage, creating a lasting legacy that reaches from their native Long Island to the wider world. The Spiegels' significant collection of painting, sculpture, and photography embodies the vibrancy and depth of two individuals at the forefront of culture.

# A TRIBUTE



Emily and Jerry Spiegel. Photographer unknown, courtesy of the Sanders family.



Ethel and Robert Scull with Emily and Jerry Spiegel. *The Great Neck Record*, January 27, 1966. Photo: Courtesy of the Great Neck Record.



Günther Förg, Emily Spiegel and Robert Pincus-Witten, 1988. Photographer unknown, courtesy of the Sanders Family.

# Mom welcomed artists and all sorts of art world people into her life with a humility and a curiosity unlike anyone I have ever known.

My mother had a deep and innate love of the classics. From a young age my grandfather, who was a self-taught amateur photographer and painter, proudly shared his artistic passions with her and she soaked it all in. He constantly took photographs of the family and always had a brush and canvas by his side to capture their life together. He proudly displayed his work at their home in Forest Hills, Queens, which became my mom's earliest experience of living with art.

My mother's earliest cultural focus was on classical music. She once told me that her greatest initial artistic inspiration was a high school teacher who introduced her to opera and symphonic compositions. When I was young, my mother would recount to me stories of herself as a young girl, closing her bedroom door and alone with her eyes shut listening to music inside the quiet respite of her room. She described the magic to her of being swept away to a different world by the music that filled her solitude. At that time

she certainly would never have imagined that decades later she would host Van Cliburn in her living room, entertain Yo Yo Ma, dine with Emmanuel Ax and meet many renowned opera singers. Nor would she have predicted that she would become a patron of the Metropolitan Opera, New York Philharmonic and the Philharmonic Symphony Orchestra. Through this deep seeded interest, my mother would develop a profound knowledge about many of the arts she loved and would refine her aesthetic sensibilities, a journey that would become her life long pursuit of post-war and contemporary arts.

My parents married in 1954. It was their deep devotion and commitment to one another that laid the foundation of a life together that would revolve around family and their shared interests. Every piece of their life reflected who they were. Their home, for which they together designed both the architectural and exterior landscape elements, was unique at the time as it was

one of the few modern, single level, glassenclosed structures in the area. The house was a place of warmth and love, rooted in my parents deep respect for each other and in particular my mother's appreciation of all things that were beautiful in all ways.

Because my mother was fully committed to her family, she spent much of her days as a parent and it was only when she became an empty nester that she ventured out with curiosity to see and learn about contemporary art. Her introduction to Ethel and Robert Scull planted the seed for this interest. A few years after meeting them, Mom made one of her first forays to the galleries in New York City and purchased work by a then fairly unknown German artist here in America, Anselm Kiefer as well as works by Louise Bourgeois and photographers Diane Arbus and Man Ray. These purchases were among the earliest of her risk-taking journeys into the complex and enervating relationship she would have with the world of contemporary art.



Jerry and Emily Spiegel.

Artwork: © Georg Baselitz 2017. Photographer unknown, courtesy of the Sanders family.



Jeff Koons at the Spiegel residence.

Artwork: © Jeff Koons. Photographer unknown, courtesy of the Sanders family.



Emily Spiegel and Chuck Close, New York, 2007. Photo: Patrick McMullan / Contributor.

In the early 1980's, a friend of mine introduced my mother to Robert Pincus-Witten, who would quickly become her mentor, teacher and eventually her very dear friend. Together weekdays, with my father joining on weekends, they explored and adventured throughout the galleries in SoHo like kids on holiday. Robert became her counselor and major influence, and from the wisdom and perspective she gained from him Mom began to refine her own eye. She and Robert enjoyed one another's company immensely, discussing their art world escapades and reveling at the discoveries they had made. He, through his deeply intelligent grasp of art history and eloquent manner of discussing a work, opened the art world up to my mother in a way she had never known possible. Mom would soak in his every word with awe, admiration and child-like excitement.

I remember going to galleries with my mother and Robert, and in a matter of seconds they would both know which was the best work in a show. There was never a back room too private for their adventuring, nor a museum director or curator who would not seek them out who would not seek them out when they were visiting a museum. And it was this ongoing dialogue with people she respected that would last throughout Mom's life.

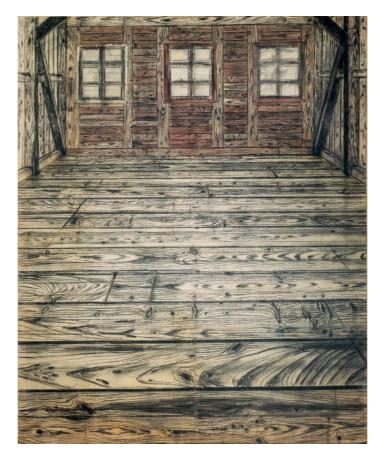
Together with Robert's help, my mother and father began to acquire work across every medium. Nothing was too large or too small in scale. My mother would hang work every place she could find or create a wall, whether it be in our under lit Long Island basement, my old childhood playroom or the offices at Spiegel Associates. Physical or other aesthetic challenges simply were

## (opposite)

Photo taken from the Spiegel residence. Charles Gwathmey, Robert Siegel and Thomas Krens on the roof of Solomon R. Guggenheim Museum, New York. Photo: Hugh Hales-Tooke.



# GIFTS TO THE MUSEUM OF MODERN ART, NEW YORK FROM THE JERRY AND EMILY SPIEGEL FAMILY FOUNDATION











Emily Spiegel and Georg Herold in the Spiegel residence. Robert Gober, *Untitled*, 1985.
Photographer unknown, courtesy of the Sanders family. Artwork: © 2017 Georg Herold / Artists Rights Society (ARS), New York / VG Bild-Kunst, Germany, © Robert Gober, courtesy Matthew Marks Gallery.



Sol LeWitt installing in the Spiegel home. Sol Lewitt, *Wall drawing #547*, 1986. Photographer unknown, courtesy of the Sanders family. Artwork: © 2017 The LeWitt Estate / Artists Rights Society (ARS), New York.



Emily and Jerry Spiegel.
Photo: © Timothy Greenfield-Sanders. Artwork: © 2017
Julian Schnabel / Artists Rights Society (ARS), New York.

removed with the wave of her hand, such as ignoring the floral wallpaper that adorned her bedroom walls on which she hung some of her favorite paintings, or the windows she willingly sealed to create another surface for a hook. In the late 80's, nevertheless running out of space and yearning to be close to her growing life in New York City's art world, my parents purchased an apartment overlooking the Solomon R. Guggenheim Museum. It was designed as a gallery itself so that Mom could wake up every morning to walk amongst her treasured artwork.

I fondly remember my mother keeping copious notebooks and using 3x5 inch index cards to organize her day of art-hopping. This involved popping into gallery openings and museum shows, making studio visits and stopping by my apartment to visit her grandchildren. Her black car was legendary; it often could be seen trolling the streets of SoHo, transporting her from one art show to another. The back seat pockets of the car bulged with art announcements and

magazines which she would underline, highlight and use to map out the day's schedule of countless stops. It all would have been in comprehendible to most but Mom was consumed by her passion.

For my mother, collecting works of art began as a hobby but became her life's pursuit and commitment. When at all possible, she would make every effort to meet with artists and preview gallery shows or works in artist's studios. She read voraciously about artists and their works, sharing her insights with Robert and eventually with Wilhelm Schürmann who became her mentor in Europe. She was fortunate to have been shown the best of the best by dealers around the world. Through it all, my mother developed an understanding of the historical context and conceptual focus of each work she acquired. And, because she was not a follower but a leader by nature, in the end my mother earned a reputation as a leading and thoughtful collector worldwide.

## (opposite: clockwise from top left)

Anselm Kiefer, Wooden Room, 1972. Gift of The Jerry and Emily Spiegel Family Foundation, Inc.; Andy Warhol, Double Elvis, 1963. Gift of the Jerry and Emily Spiegel Family Foundation in honor of Kirk Varnedoe; Marcel Duchamp, In Advance of the Broken Arm, 1964, Gift of The Jerry and Emily Spiegel Family Foundation; Bruce Nauman, Human / Need / Desire, 1983. Gift of Emily and Jerry Spiegel. © 2017 Anselm Kiefer, © 2017 The Andy Warhol Foundation for the Visual Arts, Inc. / Artists Rights Society (ARS), New York, Panis / Estate of Marcel Duchamp, © 2017 Bruce Nauman / Artists Rights Society (ARS), New York, Photos: © The Museum of Modern Art/Licensed by SCALA / Art Resource, New York.

The joy my mother experienced in the art world everyday of her life, and her curiosity about culture, prevailed until her last days and that is how I will always remember her.

Most uniquely, Mom welcomed artists and all sorts of art world people into her life with a humility and a curiosity unlike anyone I have ever known. She entertained them warmly, and made sure they knew that the doors in her homes were always open. She would lead countless tour groups through her collection and lend work to institutions around the world simply for the joy of sharing her passion with others who shared her interest. She understood the importance of a loan request to an artist's career and she obliged graciously in order to support the work, the artists and curators she respected.

Her sense of purpose also led her to support many institutions in addition to the Museum of Modern Art, where she served as a Trustee and member of the Painting and Sculpture Committee for many years until she passed away. My parents became underwriters of art lectures and programs. They underwrote the University of Pennsylvania's Emily and Jerry Spiegel Fund to Support Contemporary Culture and Visual Arts, which I worked with them to create

in order to increase students' exposure to and understanding of contemporary art. As a Trustee at MoMA, they gifted important work that my mother loved in an effort to support the curators whose counsel she sought and admired. But they also donated to other museums during her lifetime, with the goal of sharing with the public the joy of looking at objects my mother adored. This fulfilled her in ways that deeply affected her view of the world and allowed her to give back to the art world just as much as she had received from it, selflessly and without an agenda.

Perhaps of all those who came into my mother's magical world, one of her most important friendships was with Kirk Varnedoe, then the Director of Painting and Sculpture at MoMA. His counsel and guidance became a major factor in her life and he served as her companion and mentor until he passed away. In his honor, my parents supported under the Varnedoe Professorship a publication of essays and a Symposium at the Institute of Fine Arts, New York University after he left MoMA to teach there.

My mother's art journey was extraordinary and became legendary; her deep passion for the works she collected and the artists she befriended culminated in a highly cohesive collection of American and European fine art. Paintings and photography found a home on her walls, and together they tell a story that transcends a moment in time. Her legacy was one of connoisseurship, purity and refinement. The joy my mother experienced in the art world everyday of her life, and her curiosity about culture, prevailed until her last days and that is how I will always remember her.

This sale is a testament to her extraordinary ability to change the discourse over her lifetime of collecting. She was influential, legendary, risk-taking and for me, these works represent a commitment of the purest level and highest quality. Now, that commitment will be made available to the world to enjoy... I truly do hope that these extraordinary works end up in the hands of collectors as thoughtful and caring as my mother was.

PAMELA SANDERS

Emily Spiegel.

Photographer unknown, courtesy of the Sanders family.



# •1 **EUGÈNE DURIEU** (1800–1874)

Model Posed by Delacroix, 1853-1854

albumen print, mounted on paper image/sheet: 6 % x 5 in. (17.1 x 12.7 cm.) mount: 13 % x 10 % in. (35.2 x 26.7 cm.)

\$10.000-15.000

## PROVENANCE

Private collection, France; Daniel Wolf Inc., New York; acquired from the above by the present owner, 1983.

This elegant nude study is part of a series of images that French photographer and lawyer Eugène Durieu created in 1853–1854, working with models posed by the renowned painter Eugène Delacroix. The grace of the pose and soft rendition of the skin exemplifies the sensuality achieved by French Romantic painters such as Delacroix, Jean Auguste Dominique Ingres and Théodore Géricault.

As a pioneer of photography in France, Durieu began making daguerreotypes in the 1840s and later became a member of the Commission des Monuments Historiques. While there, Durieu was instrumental in the organization of the important Missions Héliographiques that in 1851 sent renown photographers Edouard Baldus, Charles Marville, Gustave Le Gray, Henri Le Secq, among others, to document the architecture of France.

Another print of this image resides in the collection of the J. Paul Getty Museum, Los Angeles.



actual size

# **2 LADY CLEMENTINA HAWARDEN**

(1822 - 1865)

Grace Maude and Clementina Maude No. 217, early 1860s

albumen print from wet-collodion negative titled in pencil (verso) image/sheet: 9 % x 9 % in. (25 x 24.7 cm.)

\$20,000-30,000

## PROVENANCE

Christie's, New York, November 6, 1984, lot 5; acquired from the above sale by the present owner.

Lady Clementina Hawarden, born in 1822, grew up in Cumbernaud, near Glasgow, in Scotland. In addition to mothering ten children, she was also an avid photographer, known for the portraits of her children, like this present study. With as seen, Hawarden relied on natural light, and featured carefully chosen props and clothing that were characteristic of upper-class Victorian culture, all staged within the elegant interior of her South Kensington studio. Following her sudden, premature death at the age of 42, the photographer Oscar Gustave Rejlander wrote the following in an obituary for Lady Hawarden:

'She worked honestly, in a good comprehensible style. She aimed at elegant and if possible, idealised truth... She is a loss to photography, for she would have progressed. She is a loss to many many friends.'

BRITISH JOURNAL OF PHOTOGRAPHY, JANUARY 27, 1865



# •3 EDWARD SHERIFF CURTIS (1858–1952)

The Vanishing Race, 1904

platinum print on layered mount embossed photographer's copyright credit and date (recto); signed in ink (tertiary mount, recto); titled in ink and variously annotated, numbered in pencil (tertiary mount, verso); titled on affixed '1915 San Francisco Fair' exhibition label (frame backing board) image/sheet: 6 x 8 in. (15.2 x 20.2 cm.) primary mount: 6 ½ x 8 ¾ in. (16.5 x 21.2 cm.) secondary mount: 7 x 9 in. (17.7 x 22.8 cm.) tertiary mount: 10 x 12 in. (25.5 x 30.5 cm.)

\$10,000-15,000

## PROVENANCE

Christie's, New York, November 10, 1981, lot 63; acquired from the above sale by the present owner.

## EXHIBITED

San Francisco, The Panama-Pacific International Exposition, 1915.

## LITERATURE

Edward S. Curtis, *The North American Indian*, 1907–1930, Portfolio I, pl. 1.
Joseph Epes Brown, *The North American Indians*,
Aperture, New York, 1972, p. 95.
Christopher Cardozo (ed.), *Native Nations: First Americans as seen by Edward S. Curtis*, Callaways Editions, New York, 1993, p. 123.
Christopher Cardozo (ed.), *Sacred Legacy: Edward S. Curtis and the North American Indian*, Simon & Schuster, New York, 2000, p. 188.

'Edward C. Curtis has preserved for future generations an important era in American history and provided an opportunity to understand the Native American experience. Perhaps the most important legacy of Curtis's monumental accomplishment is the expression of an extraordinary and deeply felt sympathy with the personal and spiritual lives of the American Indian. In this respect, Edward S. Curtis stands alone among the photographers of Native Americans.'

CHRISTOPHER CARDOZO SACRED LEGACY: EDWARD S. CURTIS AND THE NORTH AMERICAN INDIAN SIMON & SCHUSTER, NEW YORK, 2000, P. 25



# •4 ALVIN LANGDON COBURN (1882–1966)

Auguste Rodin, Meudon, 1906

gum-bichromate over platinum print, mounted on board credited 'Mr. Coburn' and printer's notations in pencil (verso) image/sheet: 14  $\frac{1}{2}$  x 10  $\frac{3}{4}$  in. (36.8 x 27.3 cm.) mount: 14  $\frac{1}{8}$  x 11  $\frac{1}{8}$  in. (37.8 x 28.3 cm.)

\$100.000-150.000

#### PROVENANCE

Sotheby's, New York, October 21, 1981, lot 253; acquired from the above sale by the present owner.

### LITERATURE

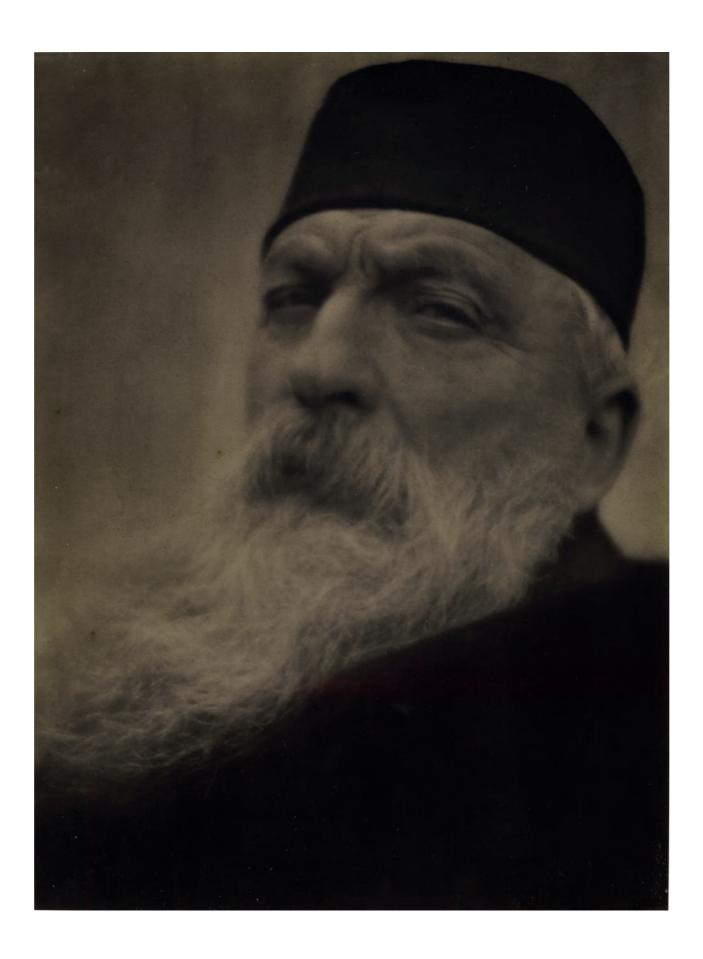
Alfred Stieglitz, *Camera Work*, New York, no. 21, January 1908, pl. II. Alvin Langdon Coburn, *Alvin Langdon Coburn: Photographer, An Autobiography,* Faber & Faber, London, 1966, pl. 6, p. 23. Exhibition catalogue, *Alvin Langdon Coburn,* Fundación Mapfre, Madrid, December 2014-February 2015, cat. no. 23, p. 99.

Coburn became adept in the darkroom at a young age and had a thorough understanding of photographic technique. During the early years of the twentieth century, when experimentation in photography was heightened, the gum platinum print became his preferred method. A variant of the gum bichromate print, the artist would take an underexposed platinum print, re-sensitize the paper with gum, and make a second exposure with the same negative. This process yielded a print of great complexity and tonal depth.

As of this writing, only two other photographic prints of this robust portrait of the great sculptor Rodin are extant and both are in public institutions. One, a platinum print, is at the George Eastman House, Rochester and another, a gum bichromate, is part of The Alfred Stieglitz Collection at The Metropolitan Museum of Art, New York.

'I have always been deeply interested in consummation in the arts, and I think this was the chief reason why I began making photographic portraits. If I admired the writings or expressed vision of any person, I was impelled by the desire to meet and photograph him.'

ALVIN LANGDON COBURN



# •5 JULIA MARGARET CAMERON

(1815 - 1879)

Alfred Tennyson, June 3, 1869

albumen print, mounted on card signed 'From Life, Registered Photograph Copyright Julia Margaret Cameron' with date '1869/ taken 3 June' and inscription 'Given to W. Klitz Junior', signed again with date 'Sep. 11 1873', all in brown ink, lithographed 'A. Tennyson' in black ink, and embossed 'MESSRS COLNAGHI' credit (mount, recto); signed, dated 'October 16, 1892' and inscribed with Alfred Tennyson poem by W. L. Klitz in black ink (mount, verso)

image/sheet: 12 x 9 ½ in. (30.5 x 24.1 cm.) mount: 21 ¼ x 17 ¾ in. (53.9 x 45 cm.)

\$10,000-15,000

## PROVENANCE

Christie's, New York, November 10, 1981, lot 21; acquired from the above sale by the present owner.

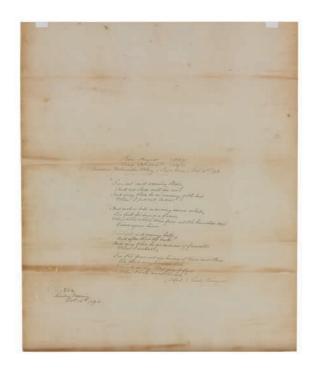
## LITERATURE

Julian Cox et al., *Julia Margaret Cameron: The Complete Photographs*, Getty Publications, Los Angeles, 2003, cat. no. 810, p. 359.

Soon after Julia Margaret Cameron and her husband moved to Upper East Sheen Lodge in East Sheen, they were introduced to their new neighbors, the famous English writers Alfred and Emily Tennyson. The couples eventually become intimate friends, together with Sir Henry Taylor and his wife.

The Alfred Tennyson poem inscribed on the reverse of the mount is 'Crossing the Bar' written in 1889. According to additional annotations on the reverse, the poem was inscribed on the morning of Tennyson's death in 1892. The inscription is believed to be in the hand of W. L. Klitz, the original owner of this print.

Accoring to Julian Cox, other prints of this image reside in public collections including the Metropolitan Museum of Art, New York; The Victoria and Albert Museum, National Art Library, London; Art Institute of Chicago; George Eastman Museum, Rochester, New York; and Museum of Fine Arts, Boston.





# °6 CLARENCE HUDSON WHITE (1871–1925) AND ALFRED STIEGLITZ (1864–1946)

Untitled (Miss Thompson), 1907

palladium print annotated 'Property of/ Hans L. Jorgensen/ 10925 Kulshan Rd./ Edmonds, Wa 98020' in ink (verso) image/sheet: 9 % x 7 % in. (24.8 x 19.8 cm.)

\$40,000-60,000

### PROVENANCE

Hans L. Jorgensen, photographer, Edmonds, Washington; Christie's, New York, May 26, 1982, lot 82; acquired from the above sale by the present owner.

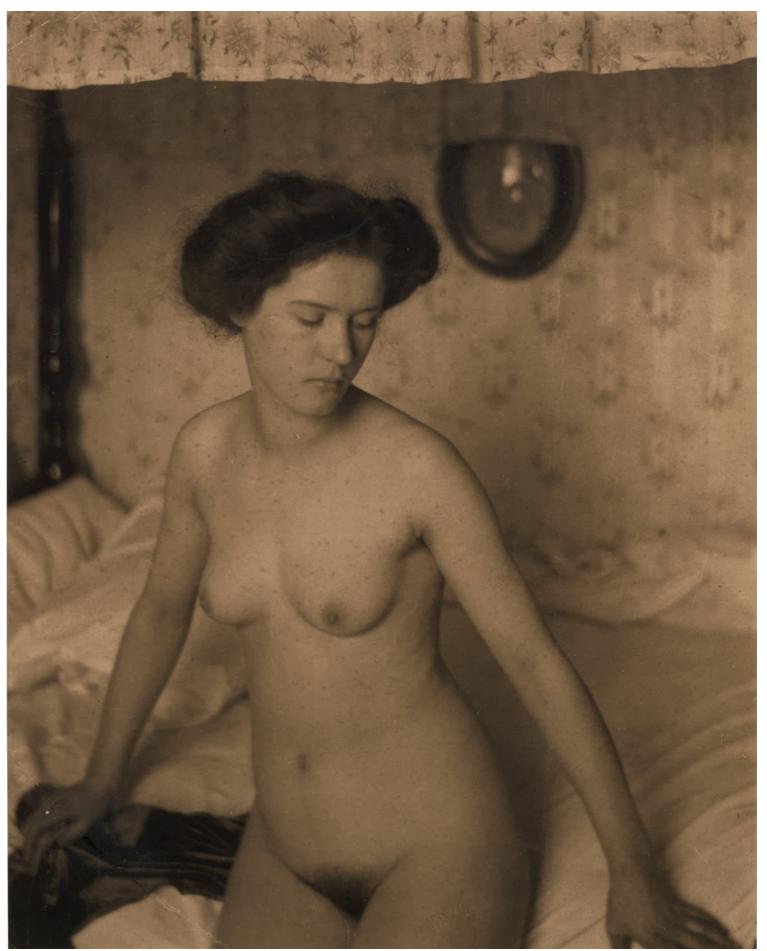
Both Clarence Hudson White and Alfred Stieglitz were founding members of the Photo-Secession in 1902, and it was during this period that the two became close friends and collaborators while living and exhibiting in New York. The two shared a deep reverence for Pictorialism, which White explored most notably through painterly images of family members and intimate friends, typically bathed in natural early morning light. These atmospheric portraits were his forte and greatly admired by Stieglitz, who reproduced them regularly in the early issues of *Camera Work*.

In 1907, White and Stieglitz began a significant two week collaboration on a series of experimental studies to test lenses, placement of camera, new photographic plates and printing processes. The idea developed 'in consequence of various lively discussions with some painters about portrait painting and the impossibility of the camera to do certain things.' Challenged, the two photographers resolved to disprove the painters' theories. Their chosen subjects were two particular models, a young woman named Mabel Cramer and a second known as Miss Thompson.

The resulting images are more visually aligned with White's aesthetic and were likely printed by him; Stieglitz served mainly as an advisor. After creating a group of portraits of Mabel Cramer in white dresses and partially clothed, they focused on nude studies of both Cramer and a 'less bashful' Miss Thompson. The nude portraits range from demure and intimately cropped to more classical, full depictions alongside visual props or within carefuly staged scenes. In the present example, Miss Thompson is calmly perched at the edge of an unmade bed, her torso artfully framed by her outstretched arms; she is posed beneath a delicate canopy fabric that serves as a balancing compositional element.

Untitled (Miss Thompson) is exemplary of the brief but beautiful collaboration between two Pictorialist masters. While the pair exposed approximately sixty negatives, only a handful of physical prints were made, further contributing to the rarity of this print.

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



# OR CLARENCE HUDSON WHITE

(1871 - 1925)

Spring – A Triptych, 1898

platinum print in three parts, mounted on board signed in pencil (central panel, recto) overall image:  $8 \times 7 \%$  in. (20.3 × 18.1 cm.) mount:  $13 \% \times 13$  in. (34.3 × 33 cm.)

\$30,000-50,000

### PROVENANCE

William Innes Homer (1929–2012), University of Delaware; acquired from the above by the present owner, 1982.

### LITERATURE

Weston J. Naef, *The Collection of Alfred Stieglitz: Fifty Pioneers of Modern Photography*, The Metropolitan Museum of Art, New York, 1978, cat. no. 554, pl. 51, p. 127.

William Innes Homer, *Alfred Stieglitz and the Photo-Secession*, New York Graphic Society/Little, Brown and Co., Boston, 1983, p. 72 (this print).

In this image, White's sister-in-law, Letitia Felix, poses in an orchard of blooming trees in Newark, Ohio, where the photographer lived until 1906, the year he moved to New York. The gentle, natural light and peaceful, outdoor scene in *Spring – A Triptych* characterizes both this early phase of White's career, as well as the poeticism and emphasis on Symbolism that were popular in photography during the 1890s. Although other examples of multi-part photographs can be seen in American photography of this era, most often in the work of F. Holland Day, this was not a format that was common in White's work.

Other platinum prints of this work reside in the collections of The Metropolitan Museum of Art, New York; The Museum of Modern Art, New York (there with the left and right panels reversed); and the Library of Congress, Washington D.C. (there also with the left and right panels reversed).

The present platinum print has rich tonality and presented on the original gray board mount.



# •8 **HEINRICH KÜHN** (1866–1944)

Walter Kühn, 1912

gum-bichromate over platinum print signed and dated '26 Juli 1912' in pencil (margin) image: 11 % x 9 in. (28.8 x 22.9 in.) sheet: 16 % x 12 % in. (41.6 x 32.7 cm.)

\$10.000-15.000

#### PROVENANCE

Christie's, New York, November 8, 1982, lot 140; acquired from the above sale by the present owner.

### LITERATURE

Ulrich Knapp, *Heinrich Kühn: Photographien*, Residenz Verlag, Salzburg and Vienna, 1988, pl. 48. Exhibition catalogue, *Heinrich Kuehn and his American Circle; Alfred Stieglitz and Edward Steichen*, Neue Galerie, New York, 2012, p. 6.

Portraits of Kühn's four children, a project he began in 1900, comprise more of the photographer's body of work more than any other subject. Kühn would pose his sons, daughters and their nanny in various costumes and settings as part of both his continual study of tonal gradations, as well as his invocation of self-contained worlds and involvement in aesthetic escapism. By the time of this present portrait, Kühn was already interested in portraits of children by the American photographers Clarence Hudson White and Gertrude Käsebier that expressed similar themes of innocence and naturalism.

Walter, the subject of this present portrait, was Kühn's oldest son and showed an interest in art at an early age. This prompted Kühn to photograph his son in poses looking at canvases, in the act of painting or, as is the case in the present image, in contemplation. Kühn's portraits of his children were perhaps more than anything a part of the photographer's formal interests in achieving fine gradations and subtle transitions in the photographic image. He was known to utilize a pocket spectroscope and charts that displayed monochromatic equivalents of specific colors with indications of what chemical combinations to use in order to achieve these equivalents.

The photographic process employed in the present lot is gumbichromate over platinum, a technique Kühn often used during this period and one that he credited Edward Steichen as having mastered. Kühn first started to combine gum-bichromate with the platinum print in 1906 and enjoyed combining the painterly, decorative effect of gum with the delicacy of the underlying platinum image. He was also known to brighten, darken and harmonize areas of the developed picture in order to intensify certain effects. Such harmonies and delicate transitions that are characteristic of Kühn's most successful works are beautifully on display in this portrait of Walter Kühn.



# •9 **FRED HOLLAND DAY** (1864–1933)

The Last Chord and Then No More, 1907

platinum print on layered mount initialed and dated in red ink (recto); stamped 'Library of Congress Surplus Duplicate', 'Fine Art Division' (secondary mount, verso) image: 9 % x 7 % in. (24.8 x 19.3 cm.)

sheet:  $9 \% \times 7 \%$  in.  $(25 \times 20 \text{ cm.})$ primary mount:  $10 \% \times 8 \%$  in.  $(26.6 \times 21.5 \text{ cm.})$ secondary mount:  $10 \% \times 8 \%$  in.  $(26.9 \times 21.9 \text{ cm.})$ 

\$30,000-50,000

### PROVENANCE

Library of Congress, Washington D.C.; acquired by the present owner, 1982.

### LITERATURE

Estelle Jussim, Slave to Beauty: The Eccentric Life and Controversial Career of F. Holland Day, Photographer, Publisher, Aesthete, David R. Godine, Boston, 1981, p. 177.

James Crump, F. Holland Day: Suffering the Ideal, Twin Palms, Santa Fe, 1995, pl. 57.

Among the leading Pictorialist photographers of his generation and the founder of the New School of American Photography, Boston-based photographer Fred Holland Day's oeuvre is most recognized for its adulation of male youth and beauty, as seen in the current lot. Taken in 1907, the image presents Nicola Giancola, a protagonist in many of Day's photographs from the first decade of the last century. Depicted with a laurel wreath and lyre, Giancola is a personified Orpheus, a hauntingly beautiful vision of eternal, heroic youth. This image is one of a dedicated series of Greek mythology-inspired images that Day would produce between 1896 and 1910. Beautifully staged, cropped and printed, the series became a vessel for Day to resurrect imagined icons while exploring his sexuality, a subject he closely guarded. In her book, *F. Holland Day*, Pam Roberts alludes

that Giancola, in fact, may have been Day's lover, noting that there is 'far stronger homoerotic element in almost all the photographs for which Giancola is the model than in Day's other male nudes' (Roberts, et al., p. 26).

By the time the image was taken, Day was well known in artistic milieus for his adulation of the Classics, starting with his formation of the Visionists, a salon-style group of likeminded bohemian individuals. Among the artists, writers and philosophers who formed the group was Louise Imogen Guiney, a poet, journalist and essayist whose lyrical work was inspired by 17th-century Old English poetry. Roberts notes that 'there were enough similarities and contradictions in their characters and interests to keep them mutually enthralled, steadfastly supportive, and infinitely tolerant of each other's foibles for over thirty years...She encouraged him in his photography and his charitable work, both of which began to gain momentum around [the late 1880s]' (Roberts, et al, F. Holland Day, p. 13). In 1893, six years following their initial encounter, Guiney posed as St. Barbara for Holland Day, a laurel wreath crowning her head. The two remained close, and indeed, in an effort to financially assist his poet friend, Holland Day purchased the beach estate that Guiney owned with her mother, which he later used to host fellow photographers.

The lifelong friendship between the two Classically-minded aesthetes is also preserved through correspondence, now at The Library of Congress. As the largest holder of photographs by F. Holland Day in the United States, The Library of Congress holds two other prints of 'The Last Chord and Then No More' (under the title 'Nude youth with laurel wreath any lyre, seated on rock'), both listed as from the collection of Louise Imogen Guiney. In all likelihood, the print offered in the current lot was also from the collection of Guiney. The current lot is a superb example in platinum of a likely lover, presumably gifted to a beloved friend by the artist. This is the first time this image, in any format, has come up for auction.

'I will never forget the day we were out to Brockton, how happy I was, I thought the world was mine. When both of us were walking through the woods together [arm in arm] and the beautiful birds that were singing sweet melodies... What Paradise it was! Tell me Mr. Day, do you not remember the happy time we had there?'

NICOLA GIANCOLA



Fred Holland Day, [Louise Guiney in Saint Barbara costume with laurel wreath, pearls, book and (pencilled-in) halo], 1893. Platinum print.



# •10 FRANTIŠEK DRTIKOL (1883–1961)

Prisms, 1926

pigment print

blindstamped photographer's copyright credit (recto); dated, numbered '8205' and annotated [illeg.] in pencil and stamped number '26868' (verso); credited, titled and dated on affixed gallery label (frame backing board)

image/sheet: 11 ¾ x 9 1/8 in. (29.8 x 23.2 cm.)

\$70,000-100,000

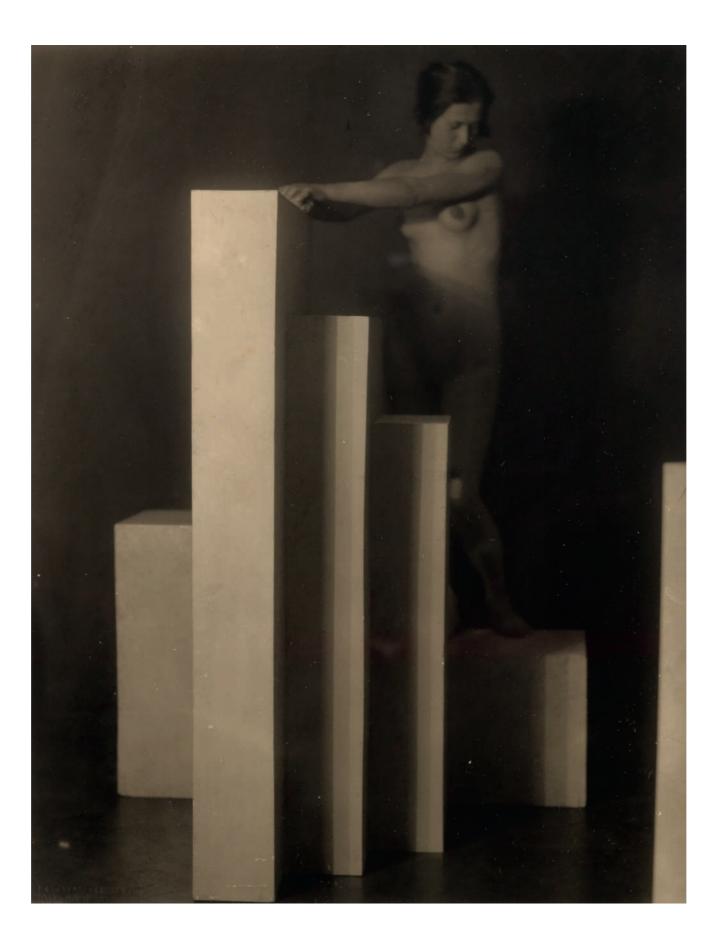
## PROVENANCE

Robert Miller Gallery, New York; acquired from the above by the present owner, 1982.

## LITERATURE

Vladimír Birgus, *The Photographer František Drtikol*, Kant, Prague, 2000, pl. 45.

Anna Fárová, František Drtikol: Etapy zivota a fotografického díla/ Secese, Art deco, Abstrakce, vol. 1, Svět, Prague, 2012, pl. 194.



# **11 PAUL STRAND** (1890–1976)

Rebecca, New York, 1923

platinum print

credited and initialed 'HS' by Hazel Strand in pencil (verso); credited, titled and dated on affixed gallery label (frame backing board) image:  $9 \% \times 7 \%$  in. ( $24.7 \times 19.3$  cm.)

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

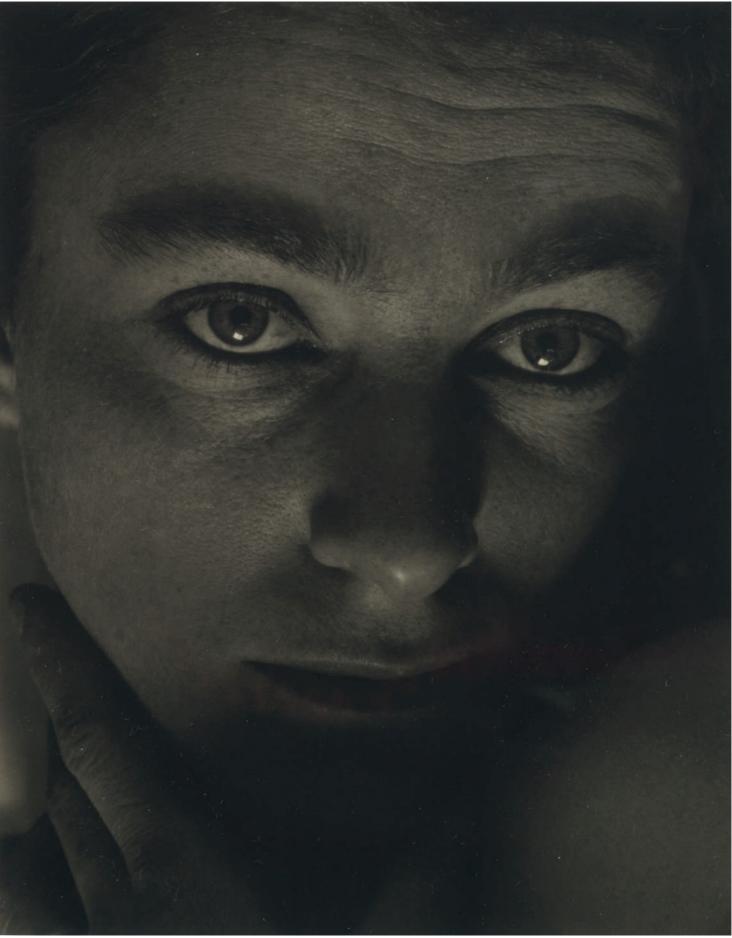
\$500,000-700,000

# PROVENANCE

The estate of the artist; Zabriskie Gallery, New York; acquired from the above by the present owner, 1983.

# LITERATURE

Exhibition catalogue, *Paul Strand: The Stieglitz Years at 291* (1915-1917), Zabriskie, Paris, 1983, pl. 35.
Exhibition catalogue, *Paul Strand: An American Vision*,
National Gallery of Art, Washington D.C./Aperture, 1990, p. 40.
Exhibition catalogue, *Paul Strand: Rebecca*, Robert Miller Gallery,
New York, 1996, cover and pl. 7.
Exhibition catalogue, *Paul Strand: Master of Modern Photography*,
Philadelphia Museum of Art, 2014, pl. 48.





# PAUL STRAND



Alfred Stieglitz: Paul and Rebecca Strand, early 1920's. Gelatin silver print;  $3\,1/8\,x\,4\,1/2$  inches (8.6 x 11.4 cm). Courtesy Paul Strand Archive, Aperture Foundation

Paul Strand was an innovator and discoverer of new forms and concepts of photographic expression. From the experiments with Cubism and abstraction in his formative years, to mid-career social and humanist concerns with still photography and cinema, to the deeply reflective images of his garden in Orgeval, France in his twilight years, Strand created significant bodies of work exemplified by a devotion to craft and vision.

The decade of the 1920s was for Strand an important period of investigation for image making. After Strand served in the Army as an X-ray technician in 1918-1919, he found himself slow to regain the momentum he attained with his work from the mid-1910s that was championed by his mentor and friend Alfred Stieglitz. Encouraged to return to his photographic activity with renewed energy, Strand replaced his Ensign Reflex plate camera with a large format 8x10 Korona and began to explore the world, taking advantage of the camera's full potential of rendering with exquisite detail and rich tonality. Demonstrating these new

explorations are images from Strand's 1919 trip to Nova Scotia, where he photographed the landscape and close-ups of rocks, as well as his later detail views of nature taken in Maine in 1928-1929.

In 1920 Strand met Rebecca 'Beck' Salsbury at an alumni event for the Ethical Culture School. Both had graduated from the School - Strand in 1909 and Rebecca in 1911. The two quickly realized they shared similar interests and Rebecca soon became a willing subject before his camera's lens. In January of 1922, Paul and Rebecca were married and Strand's portraits of her continued with an expressed intimacy not immediately apparent in the earlier portraits from 1920-1921. Although Strand made a few photographs of Rebecca nude during their marriage, the most intriguing and emotional images were of Rebecca photographed unsettlingly close, without props, and with mostly her head, face and shoulders in the frame, as in the present lot. In such portraits there is an implied nudity through the dense composition, reflecting the intimacy of lovemaking.

Strand's portraits of Rebecca spanned from 1920, the year they met, to 1932, the year before their marriage ended, though most of the images were made in 1920-1923 in New York and in 1930-1932 in New Mexico. As a whole, the project represented a departure from Strand's usual objectivity in favor of a more personal approach and, perhaps because of this, Strand was not entirely comfortable showing the photographs publicly for many years. In the end, the portraits of Rebecca would be the last time Strand used his art to explore any aspect of a private, personal relationship.

Rebecca, New York, 1923 is a superb example from this intimate group of portraits. A beautiful contact print on platinum paper, it is one of five vintage platinum prints extant, two of which reside in the collections of the Art Institute of Chicago and that of the Center for Creative Photography, Tucson, Arizona.

We are grateful to Anthony Montoya for his assistance in providing this catalogue note.

# •12 CHARLES SHEELER (1883–1965)

The Lily, Mt. Kisco, 1918-1919

gelatin silver print, mounted on board stamped photographer's credit and credited, annotated 'Photograph from nature', and variously otherwise annotated in pencil (mount, verso); credited, titled 'Water Lily' and dated '1918' on affixed gallery labels (frame backing board)

image/sheet:  $9 \% \times 7 \%$  in. (24.4 x 19 cm.) mount:  $11 \times 9$  in. (27.9 x 22.8 cm.)

\$20,000-30,000

#### PROVENANCE

Robert Miller Gallery, New York; acquired from the above by the present owner, 1981.

#### EXHIBITED

New York, Richard York Gallery, *The Natural Image: Plant Forms in American Modernism*, November 6–December 4, 1982.

# LITERATURE

Charles W. Millard III, Charles Sheeler: American Photographer, 'Contemporary Photographer', Vol. VI, No. 1, Community Press, Culpeper, Virginia, 1967, n.p.
Exhibition catalogue, Charles Sheeler: Paintings, Drawings, Photographs, Museum of Fine Arts, Boston, 1987, pl. 8.

Another print of this image resides in the collection of The J. Paul Getty Museum, Los Angeles.



# •13 **EDWARD WESTON** (1886–1958)

Weathered Wall, La Iglesia de Tepotzotlán, Mexico, 1924

palladium print signed, titled, dated and numbered '1' in pencil (verso) image/sheet: 9 % x 7 % in. (24.1 x 19 cm.)

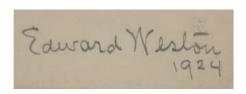
\$100,000-150,000

#### PROVENANCE

Gifted by the artist to his sister, Mary Seaman; gifted to the son of the above, Joseph Seaman; to the wife of the above, Florence Seaman (D. 1981); Daniel Wolfe Inc., New York; acquired from the above by the present owner, 1981.

Midway through the three-year period that Weston spent in Mexico starting in 1923, the photographer embarked upon a short trip to the city of Tepotzotlán. During the Holy Week of April 1924, Weston was joined on this excursion by Tina Modotti, as well as a group of five others that comprised the artist Rafael Sala and his wife; the author Felipe Teixidor; Weston's son Chandler and Modotti's housekeeper, Elisa. As conveyed in the first volume of Weston's *Daybooks*, the photographer was quite taken by the cacti, maguey and 'crumbling walls' of the city, more so than capturing overall views of the resplendent 17th century churches and towers. Weston considered his preferred subject matter to be that which had not yet been 'exploited', noting: 'The most casual, superficial of tourists would exclaim in rapture over the church, "snap" it with their Kodaks, and then rush back to the hotel lobby'.

Although no other prints of this present lot have been located at the time of this writing, it is likely that Weston was referring to this particular image when he wrote in his *Daybooks* on April 24th, 1924: 'Printed more negatives from Tepotzotlán: a subtle, delicate print of a weather worn wall, quite different from the vigorous work I have been doing, pleases me...'. Weston later specified that of the 'twenty or so' negatives that he exposed from this short trip, at least ten of them he considered 'worthy' of printing in platinum (Edward Weston, *The Daybooks of Edward Weston*, Vol. I: Mexico, Aperture, Millerton, 1961, pp. 63-66).





# •14 ALFRED STIEGLITZ (1864–1946)

The Hand of Man, 1902

gelatin silver contact print, flush-mounted on paper, with original single-ply window mat, printed 1920s–1930s signed, titled and dated in pencil (window mat, recto); annotated 'Mr. CG Goddack' with framer's notations in pencil (mat, verso) image:  $4 \times 4 \%$  in. (10.1 x 12.3 cm.) sheet/flush mount:  $4 \times 5 \%$  in. (10.1 x 14.9 cm.) window mat:  $12 \% \times 9 \%$  in. (31.4 x 25 cm.)

\$80,000-120,000

#### PROVENANCE

Christie's, New York, November 8, 1982, lot 218; acquired from the above sale by the present owner.

#### LITERATURE

Alfred Stieglitz, *Camera Work*, New York, no. 1, January 1903, p. 47 & no. 36, October 1911, pl. XIII.

Waldo Frank et al. (eds), *America & Alfred Stieglitz: A Collective Portrait*, Doubleday, Doran & Company, Garden City, 1934, pl. XXV, B. Dorothy Norman, *Alfred Stieglitz: An American Seer*, Random House/Aperture, New York, 1960, pl. X.

Doris Bry, *Alfred Stieglitz: Photographer*, Museum of Fine Arts, Boston, 1965, pl. 7.

John Walsh et al., In Focus: Alfred Stieglitz, Photographs from the J. Paul Getty Museum, The J. Paul Getty Museum, Malibu, pl. 4, p. 16. Sarah Greenough & Juan Hamilton, Alfred Stieglitz: Photographs & Writings, Bulfinch Press/National Gallery of Art, Washington, D.C., 1999, pl. 15.

Sarah Greenough, *Alfred Stieglitz: The Key Set, Volume One* 1886-1922, Abrams/National Gallery of Art, Washington, D.C., 2002, pp. 164-66, cat. nos. 277-280.



actual size



The Hand of Man was

# ALFRED STIEGLITZ

'...I often walked the streets of New York... I loathed the dirty streets, yet I was fascinated. I wanted to photograph everything I saw. Wherever I looked there was a picture that moved me — the derelicts, the secondhand clothing shops, the rag pickers, the tattered and the torn. All found a warm spot in my heart...I loved the signs, even the slush as well as the snow, the rain and the lights as night fell. Above all there was the burning idea of photography, of pushing its possibilities even further.'

ALFRED STIEGLITZ, 1890-1895

One of Alfred Stieglitz's most iconic images, *The Hand of Man* serves as a link between his early Pictorialist vision and his mature modernist direction. The artist himself regarded it as one of his seminal images; the combined effect of the atmospheric impressions and the power of industry are indelible. Stieglitz reproduced it twice as a small-format gravure in Camera Work, in *Number 1* (1903) and then much later in the definitive issue *Number 36* (1911), which included only his own images.

Gelatin silver contact prints of this work are very rare, and all but the present lot are in public collections. In Alfred Stieglitz: The Key Set: The Alfred Stieglitz Collection of Photographs, Sarah Greenough locates twelve such prints in public collections, including The Metropolitan Museum of Art, New York; The Museum of Modern Art, New York; The National Gallery, Washington, D.C.; and The San Francisco Museum of Modern Art.

# •15 **ANDRÉ KERTÉSZ** (1894–1985)

Pitcher, 1926

gelatin silver print, mounted on vellum signed and dated '1930' in pencil (mount, recto); stamped photographer's '75. Bould. Montparnasse' credit and reproduction limitation (mount, verso)

image/sheet: 9  $\frac{1}{2}$  x 7  $\frac{1}{8}$  in. (24.2 x 18 cm.) mount: 13  $\frac{1}{4}$  x 10  $\frac{1}{2}$  in. (33.6 x 26.6 cm.)

\$100,000-150,000

# PROVENANCE

Christie's, New York, November 10, 1981, lot 133; acquired from the above sale by the present owner.

# LITERATURE

Exhibition catalogue, *André Kertész: Observations, thoughts, reflections,* Stephen Daiter Gallery, Chicago, 2005, p. 27.

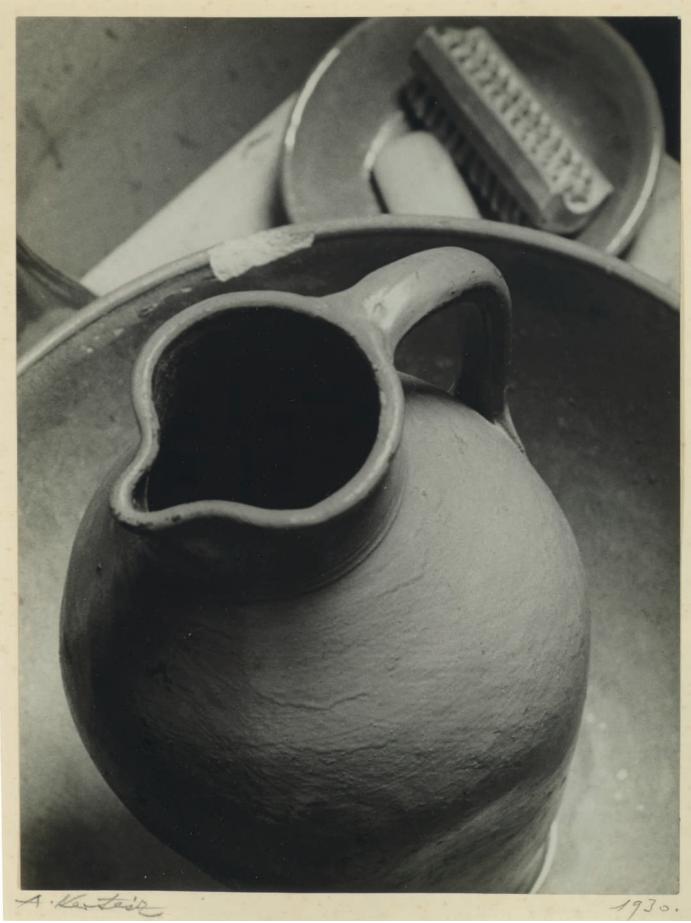




Figure 1: André Kertész, *Still life*, 1928 (C) RMN-Grand Palais - Gestion droit d'auteur Photo (C) Ministère de la Culture - Médiathèque du Patrimoine, Dist. RMN-Grand Palais

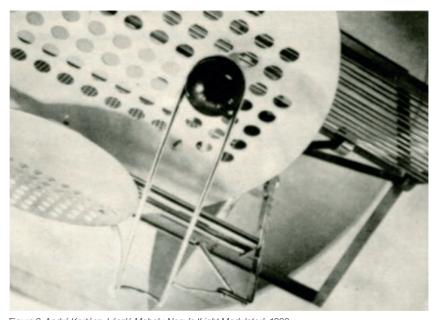


Figure 2: André Kertész, *László Moholy-Nagy's 'Light Modulator', 1930* (C) RMN-Grand Palais - Gestion droit d'auteur Photo (C) Ministère de la Culture - Médiathèque du Patrimoine, Dist. RMN-Grand Palais

The photograph offered in the current lot is a rare print of the image in this cropping. An alternate image, offered at Phillips de Pury in 2005 (fig. 1), is the only other known print from this negative, and appears to show the original, full frame. The date noted on the mount is of that print is 1928, and is two years earlier than the print date of the present work, with its tighter cropping and shifted angle. The resulting image is imbued with a sense of immediacy and a more Modernist sensitivity that reflects the rigor of the Bauhuas aesthetic.

While both prints are mounted on vellum, a treatment that Kertész reserved for exhibition prints, the difference in styles between these two prints from the same negative mark his artistic evolution at a critical pivot in his life. Kertész left his native Budapest for Paris in 1925, two years after winning the silver medal at the Hungarian Amateur Photographers' Association. He chose to forgo the award following the Association's stated requirement that he print his image in bromoil, a favored method of the Pictorialists. For him, a photograph was meant to celebrate-not obfuscate, through atmospheric tricks in the darkroom-its mechanical origin and strengths, emphasizing line, volume and form.

In Paris, Kertész found a cadre of likeminded Modernists whose vision aligned with his own. Within eighteen months, Kertész became enmeshed in the artistic milieu, settling at the Hôtel des Terraces, a hub for avant-garde thinkers. Among them was Michel Seuphor, a Dutch émigré who, from 1921 to 1925, was the editor of the Dutch literary publication Het Overzicht (the Survey), which championed Constructivism and dada. In 1926, Seuphor introduced Kertész to his fellow Dutchman, Piet Mondrian. The contact with Mondrian, the leading abstract artist in Paris, left a profound impression on Kertész, who subsequently infused his intimate, personal compositions with a more geometric, formalist approach. It was in 1926 that

# ANDRÉ KERTÉSZ

'I am an amateur and I intend to be one all my life. For me, photography should capture the true personality of things...

Remember the reporters and the amateurs—both of them want only to make a souvenir or a document: that is pure photography.'

ANDRÉ KERTÉSZ, 1930

Kertész produced some of his most iconic images, including *Chez Mondrian*; *Satiric Dancer, Paris*; *Cello*; *The Stairs of Montmarte, Paris*; and *Mondrian's pipe and glasses, Paris*. The image in the current lot, *Pitcher*, is believed to have been taken the same year.

According to Sandra Phillips, Kertész's new approach during these years is reflected in two new subjects: 'the detail that is both an abstraction and a kind of document, and the found still life' (Phillips, André Kertész, Of Paris and New York, p. 52). The attraction to still-life is understandable for according the opportunity to defamiliarize the quotidian through an abstract filter. The camera was adept at compressing depth of field into a single flattened plane, resulting in an image that was at once recognizable and alien. Kertész developed a manner that was uniquely his own, later lauded for its 'mystery of the object' by the reviewer Rolf Henkl. Establishing his success as a quintessential Modernist, in 1927 Kertész was granted an exhibition at the gallery Au Sacre du Printemps, owned by Jean Slivinsky, a close friend of Michel Seuphor.

The following year Kertész was given a second exhibition, held at the Théâtre des Champs-Elysées, titled '1er Salon Indépendant de la Photographie.' (Paul Outerbridge's *Ide Collar*, 1922, lot 20, was also shown at the same exhibition.) It may be the case that the original cropping of *Pitcher* (fig. 1) was shown in that exhibition given the date annotated on the mount.

In 1929 Kertész's work was first included in an international photography exhibition, the 'International Ausstellung von Film und Foto' in Stuttgart. The exhibition was overseen by László Moholy-Nagy, who was renowned for his tenure at the Bauhaus (which had ended in 1928) and his prolific experimentation in photography, print making, collage and painting. The formal introduction between Kertész and Moholy-Nagy, however, did not happen until the following year, when the latter came to Paris to help install the Deutscher Werkbund exhibition at the Grand Palais. That exhibition was the first time that Parisians were exposed to the unified German modernist vision, with its emphasis on the industrial, mechanical,

serious and polished. Moholy-Nagy asked Kertész to photograph his Light Modulator, which Kertész did (fig. 2). That same year, 1930, Kertész moved to 75, boulevard Montparnasse, the same address noted in the stamp on the back of the current lot.

It is noteworthy that Kertész chose to revisit his Pitcher negative from 1926 four years later. By then, he had established his reputation as a leading Modernist photographer; had met many of the leading figures in abstraction; refined his lyrical vision of found objects; exhibited alongside the most prominent figures in the Parisian art scene, and granted the opportunity to compare his personalized sensitivity with the cold, flawless Utopian vision that permeated across German Modernist photography.

It is not known for which exhibition the current enlargement print, signed and mounted on vellum, was made in 1930, but through its disoriented angle, tight cropping and underlying Modernist appeal—depicting the artist's personal belongings—this print presents Kertész at his prime.



# ∘16 **MAN RAY** (1890–1976)

Pablo Picasso, c. 1924

gelatin silver print

signed, dated '1924' and numbered 'no 6' in pencil, stamped 'Man Ray/31 bis rue Campagne-Première / Paris XIVe' credit [Manford M28] and Paris ADAGP copyright stamp [Manford M30] and variously numbered in pencil/green crayon (verso) image/sheet: 11  $\frac{1}{2}$  x 8  $\frac{3}{2}$  in. (28.3 x 22.2 cm.)

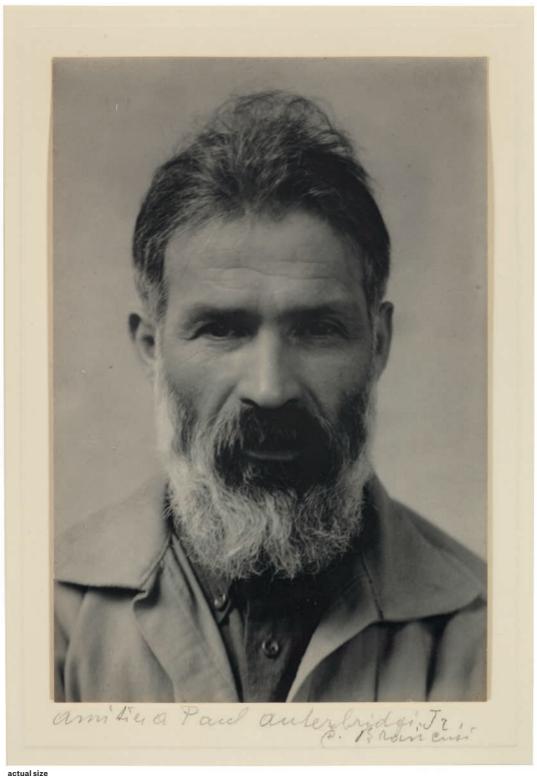
\$20,000-30,000

### PROVENANCE

The estate of the artist;

acquired from the above by Robert Miller Gallery, New York, 1981; acquired from the above by the present owner, 1981.

The negative for this image, as well as an uncropped variant, reside in the collection of the Centre Pompidou, Paris (there dated 1925).



# ∘17 PAUL OUTERBRIDGE JR. (1896–1958)

Constantin Brâncusi, c. 1925

platinum print, mounted on paper signed by Brâncusi and annotated 'amitier a Paul Outerbridgi [sic] Jr.' in pencil (mount, recto); credited, titled and dated on affixed gallery label (frame backing board) image/sheet: 6 3/4 x 4 1/2 in. (17.1 x 11.4 cm.)

mount: 15 x 11 in. (38 x 28 cm.)

\$30,000-50,000

# PROVENANCE

Robert Miller Gallery, New York; acquired from the above by the present owner, 1981.

# LITERATURE

Exhibition catalogue, Paul Outerbridge: A Singular Aesthetic, Laguna Beach Museum of Art, Laguna Beach, 1981, pl. 259, p. 174.

# ∘18 CONSTANTIN BRÂNCUŞI (1876–1957)

Plato, 1919

gelatin silver print, mounted on card embossed photographer's credit (recto/mount, recto); annotated 'H.P. Roché' in red ink (verso); annotated 'Roché personal' in pencil (mount, verso)

image/sheet: 8 % x 6 % in. (21.9 x 16.8 cm.) mount: 15 % x 12 % in. (40.2 x 32.6 cm.)

\$50,000-70,000

#### PROVENANCE

Sotheby's, New York, October 21, 1981, lot 23; acquired from the above sale by the present owner.

#### LITERATURE

Pontus Hulten et al., *Brâncusi,* Harry N. Abrams, New York, 1986, p. 125.

Brâncusi's wood sculpture, *Plato*, remained in-tact as depicted in the present image until 1923. The artist then destroyed the body of the figure, and displayed the remaining portion laid on its side as a new work titled *Head*. The 'H.P. Roché' inscription in red ink on the reverse of this print indicates that Henri-Pierre Roché, the prominent writer, art collector and adviser involved with the avant-garde and dada movements in Paris, may have once owned this photograph.

The sculpture, *Head*, resides in the collection of Tate Modern, London.



actual size

# •19 **MAN RAY** (1890–1976)

# dadaphoto, 1920

gelatin silver print

printer's notations in pencil/blue pencil (verso); credited, titled 'DADA MANNEQUIN' and dated on affixed gallery label (frame backing board)

image/sheet: 4 ¾ x 2 ½ in. (12 x 6.3 cm.)

\$100,000-150,000

#### PROVENANCE

The estate of the artist; acquired from the above by Robert Miller Gallery, New York, 1982-1983;

# acquired from the above by the present owner, 1984.

#### LITERATURE

Man Ray and Marcel Duchamp, *New York Dada,* April 1921. Janus, *Man Ray L'Immagine Fotografica,* La Biennale di Venezia, 1977, pl. 11 (variant).

Jean-Hubret Martin et al., *Man Ray Photographs*, Thames and Hudson, New York, 1982, p. 18 (variant).

Exhibition catalogue, *Perpetual Motif: The Art of Man Ray*, National Museum of American Art, Smithsonian Institution, Washington D.C., 1988, fig. 18, p. 25.

Exhibition catalogue, *Man Ray: 1870–1976*, Ronny Van de Velde, Antwerp, 1994, cat. no. 2, p. 31 (variant).

Rudolf Kicken (ed.), *Man Ray: 1870–1976*, Hirmer, Munich, 1996, pl. 13 (variant).

Emmanuelle de l'Ecotais and Alain Sayag (ed.), *Man Ray: Photography and its Double*, Gingko Press, Corte Madera, California, 1998, p. 210 (variant).

Exhibition catalogue, *Man Ray: La photographie à l'envers*, Centre Georges Pompidou, Paris, 1998, p. 13 (variant). Exhibition catalogue, *Man Ray: Unconcerned But Not Indifferent*,

Museo d'arte provincia di Nuoro Silvana, 2008, p. 106 (variant).

Mason Klein, Alias Man Ray: The Art of Reinvention, Yale University

Press, New Haven and London, 2009, fig. 60, p. 56 (variant).

Exhibition catalogue, Man Ray, Museo d'Arte della Città di Lugano,

Switzerland, 2011, pl. 226, pl. 214, p. 193 (variant).

Mitra Abbaspour et al, Object Photo: Modern Photographs:

The Thomas Walther Collection 1909-1949, The Museum of

Modern Art, New York, 2014, fig. 1, p. 20.



actual size



# MAN RAY

'Whenever I deviated from orthodox practice it was simply because the subject demanded a new approach; I applied or invented techniques for emphasis of the points that seemed important. Only superficial critics could accuse me of trickiness; if ever I had any doubts of the value of my departure from the norm, such criticism convinced me that what I was doing was valid, that I was on the right track.'

MAN RAY

While variants of this image by Man Ray are commonly known as *Portmanteau or Coat Stand*, the present version, with the censorial white rectangle, appeared in the artist's 1921 journal, *New York Dada*, published in collaboration with Marcel Duchamp. In Merry Foresta's catalogue introduction for the 1989 exhibition, *Perpetual Motif: The Art of Man Ray*, Foresta contextualizes the image's appearance in the dada journal:

Published in April 1921 in collaboration with Duchamp, New York Dada featured a letter from [Tristan] Tzara applauding the transatlantic extension of the movement. Illustrating this 'preface' was a graphic admonition to 'Keep Smiling' and Man Ray's image of a human coatstand labeled dadaphoto. In lieu of a personal credit line, Man Ray chose a more universal, though distinctly American-sounding, tag for his

work: Trademark Reg. Thus did he stake out his territory: the photomechanical reproduction of his photograph of an ephemeral object--a mix of nude and painted display manikin--simultaneously covered all media, while giving none precedence. Although later in Paris it would appropriately be titled Portmanteau, for this occasion it was most definitely a dada-photo, neither identifiable nor exact, linking the image, and Man Ray, with a kind of art that could be many things for many purposes (Merry Foresta, Perpetual Motif, pp. 24-25).

The present lot is reproduced at 1:1 scale in the 1921 New York Dada referred to above, and bears inscriptions and inch markings on the verso that point to this being the object used by Man Ray for reproduction purposes. It is a small, potent example of Man Ray's lasting influence over the last 100 years.



dadaphoto, published in New York Dada, April 1921. © 2017 Man Ray Trust / Artists Rights Society (ARS), New York / ADAGP, Paris

# °20 PAUL OUTERBRIDGE JR. (1896–1958)

Ide Collar, 1922

platinum print

stamped photographer's Estate credit with number '887-C' in pencil and numbered '007' in pencil (verso); titled and credited on affixed gallery label (frame backing board) image:  $4 \% \times 3 \%$  in. ( $12 \times 9.5$  cm.) sheet:  $5 \times 4$  in. ( $12.7 \times 10.1$  cm.)

\$250,000-350,000

#### PROVENANCE

Acquired directly from the estate of the artist by G. Ray Hawkins Gallery, Los Angeles, California, 1976; acquired from the above by the present owner, 1981.

#### LITERATURE

Vanity Fair, vol. 19, no. 3, November 1922, p. 5.
Henry Hoyt Moore, Camera Pictures, Clarence H. White School of Photography, New York, 1924, n.p.
Graham Howe and G. Ray Hawkins (eds.), Paul Outerbridge Jr.:

Photographs, Rizzoli, New York, 1980, p. 31.

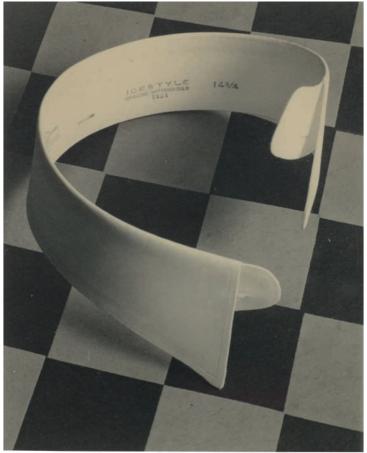
Exhibition catalogue, *Paul Outerbridge: A Singular Aesthetic*, Laguna Beach Museum of Art, Laguna Beach, 1981, pl. 9, p. 49. Exhibition catalogue, *A Collective Vision: Clarence H. White and his Students*, University Art Museum, California State University, Long Beach, 1985, p. 25.

Exhibition catalogue, *On the Art of Fixing a Shadow: One Hundred and Fifty Years of Photography,* National Gallery of Art, Washington D.C., 1989, pl. 221, p. 282.

Jeannine Fiedler, *Paul Outerbridge Jr. Photographs*, Schirmer Art Books, Munich, 1993, pl. 9.

Manfred Heiting (ed.), *Paul Outerbridge*, Taschen, Cologne, 1999, p. 49.

Paul Martineau, Paul Outerbridge: Command Performance, J. Paul Getty Museum, Los Angeles, 2009. pl. 17.



actual size



# PAUL OUTERBRIDGE JR.

'To appreciate photography one must dissociate it from other forms of art expression. Instead of holding a preconceived idea of art, founded on paintings, it must be considered as a distinct medium of expression—a medium capable of doing certain things which can be accomplished no other way.'

PAUL OUTERBRIDGE JR.

Paul Outerbridge Jr. was singularly obsessive in his quest for perfected Form, drawing inspiration from Cubist and Surrealist sources, while holding steadfastly to a Modernist aesthetic. His artistic pursuits intermingled with his commercial ones. Ide Collar is perhaps his most striking and recognizable image, and was born from this confluence of interests. Born from his first advertising assignment, for George P. Ide & Co. and which ran in the November, 1922 issue of Vanity Fair, the image caught the immediate attention of artist Marcel Duchamp who famously ripped it from the magazine and tacked it on his studio wall, declaring it a 'readymade'.

As quoted in Elaine Dines', *Paul Outerbridge:* A Singular Aesthetic, the artist was a keen student of art history, writing to the Wilkes-Barre Camera Club that '... there can be no art without composition or design, and careful study of the old as well as the new masters, will reveal an underlying abstract composition in all their work. ... [E]ven in back of the apparently most concrete subjects the underlying abstract will be found.'

As of this writing, only a handful of platinum prints are known to exist, including one in the collection of The Museum of Modern Art, New York, and another in the Elton John collection. The present lot is was acquired directly from the estate of Outerbridge by G. Ray Hawkins, who in turn sold it to the Spiegels in 1981, where it has remained ever since.



'Ide Collars', Vanity Fair, vol. 19, no. 3 (November 1922): 5.

# 21 **PAUL OUTERBRIDGE JR.** (1896–1958)

New York, A Semi-Abstraction, 1923

platinum print, mounted on card signed and dated in pencil (mount, recto); variously numbered in pencil (mount, verso); credited, titled and dated on affixed gallery label (mat, verso)

image/sheet: 4 ½ x 3 ½ in. (10.8 x 8.8 cm.) mount: 14 ½ x 11 in. (35.8 x 27.9 cm.)

\$30,000-50,000

# PROVENANCE

Robert Miller Gallery, New York; acquired from the above by the present owner, 1981.

# LITERATURE

Exhibition catalogue, *Paul Outerbridge: A Singular Aesthetic,* Laguna Beach Museum of Art, Laguna Beach, 1981, pl. 30, p. 70.



actual size (print)

# •22 **PAUL OUTERBRIDGE JR.** (1896–1958)

Coffee Pot and Cup, 1922

platinum print, mounted on card

signed and dated in pencil (mount, recto); stamped photographer's Estate credit with number '309' in pencil and variously otherwise numbered in pencil (mount, verso); credited, titled and dated on affixed gallery label (frame backing board) image/sheet: 4  $\frac{1}{4}$  x 3  $\frac{1}{6}$  in. (10.8 x 9.2 cm.) mount: 14 x 11 in. (35.7 x 28 cm.)

\$30,000-50,000

#### PROVENANCE

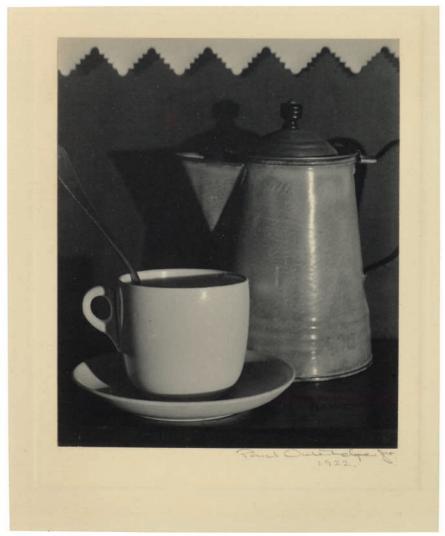
Acquired directly from the estate of the artist by G. Ray Hawkins Gallery, Los Angeles, California, 1979; Robert Miller Gallery, New York, 1979; acquired from the above by the present owner, 1981.

#### EXHIBITED

Innsbruck, Austria, Tyrolean State Museum, *Photographic Als Kunst* 1879-1979, 1979.

# LITERATURE

Graham Howe and G. Ray Hawkins (eds.), *Paul Outerbridge Jr.: Photographs*, Rizzoli, New York, 1980, p. 41. Exhibition catalogue, *Paul Outerbridge: A Singular Aesthetic*, Laguna Beach Museum of Art, Laguna Beach, 1981, pl. 115, p. 161.



actual size (print)

# °23 **BRASSAÏ** (1899–1984)

La Môme Bijou, Bar de la Lune, Paris, c. 1932

ferrotyped gelatin silver print stamped photographer's '74, rue de la Glacière' copyright credit, annotated 'Colette' and numbered '15' in pencil (verso); credited, titled and dated on affixed gallery label (frame backing board) image/sheet: 9  $1/4 \times 7$  in. (23.4  $\times 17.7$  cm.)

\$25,000-35,000

# PROVENANCE

Robert Miller Gallery, New York; acquired from the above by the present owner, 1982.

#### LITERATURE

Paul Morand, *Brassaï: Paris by Night*, Bulfinch Press, Boston, New York, London, 1987, pl. 43. Alain Sayag and Annick Lionel-Marie, *Brassaï: The Monograph*, Bulfinch, Boston, 2000, p. 20.



actual size



# •24 FRANCIS BRUGUIÈRE (1879–1945)

Photo Design, 1928–1937

gelatin silver print signed, titled and annotated 'Adam St. London, W. C. 2.' in ink (verso) image/sheet: 9 % x 7 % in. (23.8 x 18.3 cm.)

\$20,000-30,000

# PROVENANCE

Robert Miller Gallery, New York; acquired from the above by the present owner, 1981.



## °25 FRANCIS BRUGUIÈRE (1879–1945)

Cut Paper Abstraction, c. 1926

gelatin silver print signed and inscribed 'Love and good wishes/ to you both/ Rosalinde and/ Bruguière' in ink (verso) image:  $9\% \times 7\%$  in. (25.2 x 19.7 cm.) sheet:  $10\times8$  in. (25.5 x 20.4 cm.)

\$20,000-30,000

#### PROVENANCE

Robert Miller Gallery, New York; acquired from the above by the present owner, 1981.

#### LITERATURE

James Enyeart, *Bruguière: His Photographs and His Life,* Alfred A. Knopf, New York, 1977, pl. 51, p. 73.

## •26 FRANCIS BRUGUIÈRE (1879–1945)

Rosalind Fuller with Cello, c. 1935

gelatin silver print

stamped photographer's credit with date in pencil and variously numbered in pencil/red pencil (verso); credited, titled and dated on affixed gallery label (frame backing board) image/sheet:  $5\,\%$  x 4 ¼ in. (14.2 x 10.8 cm.)

\$20,000-30,000

#### PROVENANCE

Robert Miller Gallery, New York; acquired from the above by the present owner, 1982.

#### LITERATURE

James Enyeart, *Bruguière: His Photographs and His Life*, Alfred A. Knopf, New York, 1977, pl. 71, p. 98 (titled *Multiple exposure*).

In the 1930s Bruguière was continuing his photographic experiments using abstract forms and light, and began building upon his earlier *Light Abstractions* by combining real, representational objects with his abstract paintings and drawings. The present work is an example of one of these explorations. As James Enyeart writes in *Bruguière: His Photographs and His Life*, although there are only a few works from this transitional period in the artist's career, they are important in that they represent 'a shift in Bruguière's imagery from abstractions based on an inner awareness to abstractions of the physical world' (James Enyeart, *Bruguière: His Photographs and His Life*, p. 94).



actual size



## •27 FRANCIS BRUGUIÈRE (1879–1945)

Sebastian Droste, from The Way, c. 1925

gelatin silver print

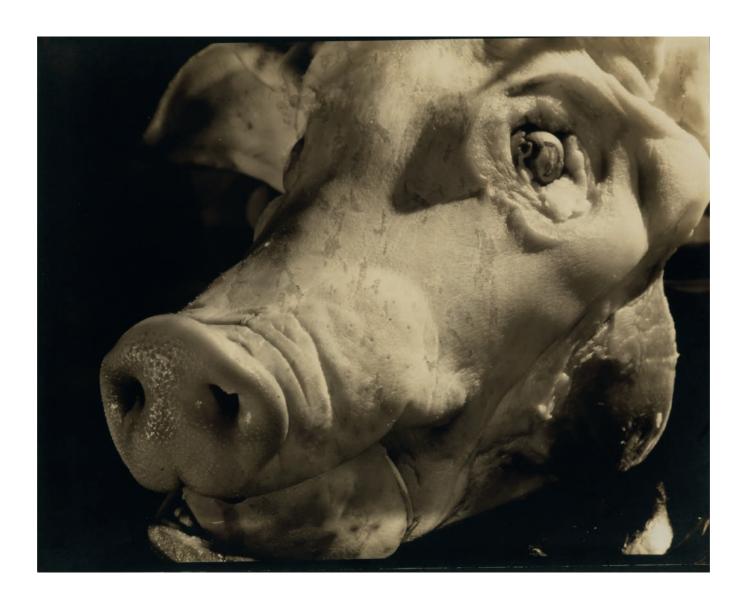
stamped photographer's credit, annotated 'illustration for Fantastic Story/ called "The Way"' in ink, and annotated [illeg.] in pencil (verso) image/sheet: 13 % x 10 % in. (34 x 26 cm.)

\$10,000-15,000

#### PROVENANCE

Robert Miller Gallery, New York; acquired from the above by the present owner, 1981.

This dramatic portrait was made by Bruguière during the production of his experimental film, *The Way*. The surrealist film was never completed because the main actor and subject of the present image, Sebastian Droste, unexpectedly passed away in 1927 during production. Bruguière's visually striking and technically experimental stills from the film are recognized today as among the first Surrealist works by an American photographer.



## °28 **M.F. AGHA** (1896–1978)

Untitled (Pig's head), 1930s

gelatin silver contact print credited and numbered '50' in pencil (verso) image/sheet:  $8\times10$  in. (20.4 x 25.5 cm.)

\$2,000-3,000

#### PROVENANCE

Phillips, New York, November 9, 1982, lot 11; acquired from the above sale by the present owner.

#### •29 **ALEXANDER RODCHENKO** (1891–1956)

Vladimir Mayakovsky, 1924

gelatin silver print

stamped photographer's credit, titled and dated by Varvara Stepanova, the photographer's wife, in ink (verso) image/sheet: 11 % x 7 % in. (28.9 x 19.4 cm.)

\$20,000-30,000

#### PROVENANCE

Acquired directly from the estate of the artist by Galerie Gmurzynska, Cologne:

acquired from the above by Modernism Gallery, San Francisco, California, by 1980;

Jeffrey Browning (former Assistant Director at Modernism Gallery); Robert Miller Gallery, New York;

acquired from the above by the present owner, 1981.

#### LITERATURE

Exhibition catalogue, *Rodtschenko Fotografien 1920-1938*, Museum Ludwig, Cologne Germany, 1978, p. 119.

Alexander Rodchenko's iconic portraits of Vladimir Mayakovsky represent two of the most significant members of the Russian avant-garde movement. Both photographer and sitter were deeply influential stalwarts of Constructivist ideology, their names now synonymous with that revolutionary moment in art history. Through their individual and collective creative outlets, they redefined notions of visual and literary art, production, and consumerism. While doing so, both relied heavily on each other for support, encouragement and inspiration.

Vladimir Mayakovsky, one of Russia's most legendary avant-garde poets, was an early proponent of the Russian Futurism movement that swept through Moscow's artistic circles in the early 1910s.

He floated slowly.
The liveliest of the living.
The battle commander
Of the new revolutionary art front, the
Great proletarian poet of the USSR.

RODCHENKO UPON THE DEATH OF MAYAKOVSKY, 1930

Futurism emphasized Russian art's independence from Western influence and was a precursor to the utopian ideology that shaped the next decade of Constructivist art—the movement to which both Rodchenko and Mayakovsky devoted their lives.

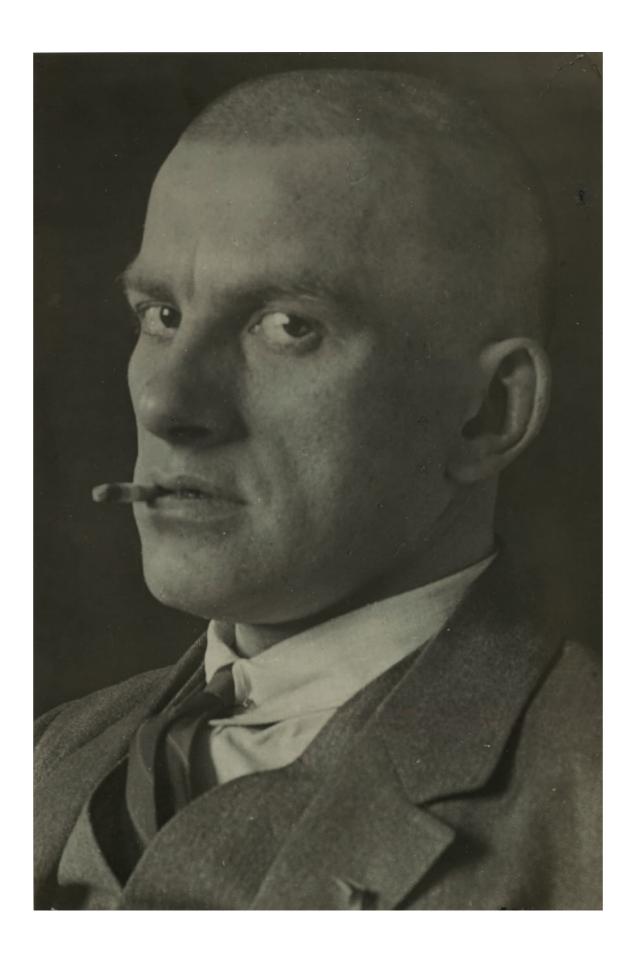
Rodchenko was an admirer of Mayakovsky and attended his poetry performances for many years in advance of their meeting in 1920. Rodchenko was attracted to the poet's infectious, dynamic personality and creative intellectualism. The two were like-minded in their fervent devotion to 'the new world, the world of industry, technology, and science' which continually fueled their intimate friendship (A. Lavrentiev, *Aleksandr Rodchenko Experiments for the Future*, New York, 2005, p. 228).

Before Rodchenko began photographing he created photomontages to be used for Mayakovsky's book covers, including his seminal poem *Pro Eto (About This)*. It was during this period of collaging when Rodchenko began experimenting directly with photography and it was Mayakovsky who funded the purchase of his first enlarger.

In 1924 Rodchenko took six photographs of Mayakovsky during an evening of game playing in the home of writer Osip Brik; the poet was in particularly playful spirits after winning a game of Mahjong. The portraits, now iconic, were considered some of Mayakovsky's best and repeatedly used for press and exhibitions. The present version is listed as number four of six in Rodchenko's memoirs and described as 'Head shot. *en face.*'

The present lot is a rare vintage print of this piercing portrait, a powerful homage to both artists and the historic circumstances under which they flourished.

We would like to thank Alexander Lavrentiev for his assistance in cataloguing this work.





## •30 **WANDA WULZ** (1903–1984)

Self-Portrait, 1932

hand-colored gelatin silver print with collage of paper and plastic elements

signed and annotated 'Trieste' in pencil (recto) image/sheet: 11 % x 9 % in. (29.2 x 23.5 cm.)

\$30,000-50,000

#### PROVENANCE

Sotheby's, New York, November 9, 1982, lot 71; acquired from the above sale by the present owner.

#### EXHIBITED

Paris, Musée d'Art Moderne, *Photographie Futuriste Italienne* (1911–1939), October 29, 1981–January 3, 1982.

#### LITERATURE

Giovanni Lista, *Futurismo e Fotografia*, Multhipla Edizioni, Milan, 1979, pl. 173, p. 177.

Exhibition catalogue, *Photographie Futuriste Italienne (1911–1939)*, Musée d'Art Moderne, Paris, 1981, pl. 143, p. 138.



#### •31 **TATO** (1896–1974)

Deformazione, Ovvero La Vedova Allegra (Deformation or the Merry Widow), 1930

gelatin silver print

signed in pencil and titled 'Ballerina', numbered '2' in an unknown hand in pencil (verso)

image:  $9 \times 6 \%$  in. (22.8 x 15.6 cm.) sheet:  $9 \% \times 7 \%$  in. (23.8 x 18.1 cm.)

\$10,000-15,000

#### PROVENANCE

Sotheby's, New York, November 9, 1982, lot 66; acquired from the above sale by the present owner.

#### LITERATURE

Giovanni Lista, *Futurismo* e *Fotografia*, Multhipla Edizioni, Milan, 1979, pl. 233, p. 222.

Exhibition catalogue, *Photographie Futuriste Italienne (1911-1939),* Musée d'Art Moderne, Paris, 1981, pl. 129, p. 127.

Italian artist Guglielmo Sansoni, using the pseudonym 'Tato', was a prominent figure of the Italian during the 1930s. Together with F. T. Marinetti, Tato authored 'Manifesto of Futurist Photography' in 1930, in which the artists declared photography's ability to eliminate barriers between art and life, and to explore art's social function. Tato also expressed the importance of the 'transparency of opaque bodies' and the 'camouflaging of objects' in his work, which manifests in photomontages like the present work that incorporates the superimposition of multiple negatives. A bold designer, graphic artist and painter as well as photographer, Tato's work is most strongly characterized by the transformation of recognizable forms using light and shadow and the simultaneous representation of the absurd.



### •32 **WEEGEE** (1899–1968)

The Critic, 1943

ferrotyped gelatin silver print, printed late 1950s–1960s stamped photographer's '451 West 47th Street' credit (verso) image: 10 % x 13 in. (25.7 x 33 cm.) sheet: 11 % x 14 in. (28.2 x 35.5 cm.)

\$10,000-15,000

One of Weegee's most famous images, *The Critic* documents high society arriving at the opera house on opening night of the Metropolitan Opera in 1943, amidst a group of people presumably waiting in line for standing room as well as a disheveled onlooker. When the image was first reproduced in *Life* magazine, the 'plain people' to the left were eliminated, while in the present work, we see the photographer's full, uncropped view.

#### PROVENANCE

Swann Galleries, New York, November 5, 1981, lot 392; acquired from the above sale by the present owner.

#### LITERATURE

Beaumont Newhall, *The History of Photography from 1839 to the present day*, The Museum of Modern Art, New York, 1964, p. 183 (variant).

Weegee, *Naked City*, Da Capo Press, New York, 1973, pp. 130–131 (variant).

Weegee, 'The Aperture History of Photographs Series', Aperture, New York, 1978, cover (variant).

Exhibition catalogue, *The Art of Photography 1839–1989*, The Royal Academy of the Arts, London, 1989, pl. 315. Miles Barth (ed.), *Weegee's World*, International Center of Photography/Little, Brown and Company, Boston, New York, Toronto, London, 1997, p. 27.

Judith Keller et al., Weegee: Photographs from the J. Paul Getty Museum, Getty Publications, Los Angeles, 2005, p. 53.



actual size (print)

## •33 **WALKER EVANS** (1903–1975)

## Subway Portrait, 1941

gelatin silver print, mounted on board signed in pencil (mount, recto); stamped photographer's credit and numbered '30' in pencil (mount, verso) image/sheet:  $5\times5$  ½ in. (12.7  $\times$  13 cm.) mount: 13 ½  $\times$  10 ½ in. (34.3  $\times$  25.7 cm.)

\$20,000-30,000

#### PROVENANCE

Swann Galleries, New York, November 5, 1981, lot 309; acquired from the above sale by the present owner.

#### LITERATURE

Judith Keller, Walker Evans: The Getty Museum Collection, The J. Paul Getty Museum, Malibu, 1995, fig. 635, p. 200.



## •34 **GEORGE PLATT LYNES** (1907–1955)

The Second Birth of Dionysus, 1939

gelatin silver print with hand-applied pigment initialed 'BP', annotated 'BP Reserve' and numbered '223' in pencil (verso); titled and dated on affixed label (frame backing board) image/sheet: 13 1/2 x 10 1/2 in. (34.2 x 26.6 cm.)

\$5,000-7,000

#### PROVENANCE

Bernard Perlin, executor of the artist's estate; Robert Miller Gallery, New York, 1981; acquired from the above by the present owner, 1981.

#### LITERATURE

Jack Woody, *George Platt Lynes, Photographs 1931-1955,* Twelvetrees Press, Los Angeles, 1980, p. 68.



## •35 **GEORGE PLATT LYNES** (1907–1955)

Male Nude Hanging, 1941

gelatin silver print stamped photographer's credit and 'COLLECTION OF PAUL CADMUS' (verso) image/sheet: 9 % x 7 ½ in. (23.8 x 19 cm.)

\$5,000-7,000

#### PROVENANCE

The collection of artist Paul Cadmus (1904–1999); Phillips, New York, November 9, 1981, lot 284; acquired from the above sale by the present owner.

George Platt Lynes, Paul Cadmus, and photography curator and critic Lincoln Kirstein were close friends from the late 1920s to the early 1950s. As frequent artistic collaborators and sometimes even models for each other, the three are often credited with jointly defining an aesthetic of gayness and desire in American art during this period.



## •36 **CLIFFORD ROSS** (B. 1952)

## Hurricane II, 2000

archival pigment print

signed in ink and credited, titled, dated '2001' [print date], and numbered '4/12' with copyright on affixed photographer's label and credited, titled and dated on affixed gallery label (frame backing board)

image:  $15 \frac{1}{2} \times 19 \frac{1}{4}$  in. (39.3 x 48.8 cm.) sheet:  $16 \frac{3}{4} \times 20 \frac{1}{2}$  in. (42.5 x 52 cm.)

This work is number four from an edition of twelve.

\$5,000-7,000

## PROVENANCE Sonnabend, New York; acquired from the above by the present owner, 2002.



## •37 HIROSHI SUGIMOTO (B. 1948)

Sea of Japan, Oki IV, 1987

gelatin silver print

signed, titled, dated and numbered '5/25' in pencil (verso); credited, titled, dated and numbered on affixed gallery label (frame backing board)

image: 16 34 x 21 ½ in. (42.5 x 54.5 cm.) sheet: 20 x 24 in. (50.8 x 60.9 cm.)

This work is number five from an edition of twenty-five.

\$15,000-20,000

#### PROVENANCE

Sonnabend, New York; acquired from the above by the present owner, 1996.

#### LITERATURE

Munesuka Mita, *Hiroshi Sugimoto: Seascapes*, Damiani and Matsumoto Editions, New York, 2015, p. 24.



## •38 **SALLY MANN** (B. 1951)

Hayhook, 1989

gelatin silver print

signed, titled, dated and numbered '4/25' with copyright insignia in pencil (verso); credited, titled and dated on affixed Whitney Museum of American Art exhibition label (frame backing board) image/sheet: 19 % x 23 % in. (50.4 x 60.3 cm.)

This work is number four from an edition of twenty-five.

\$10,000-15,000

#### PROVENANCE

The artist

Houk Friedman, New York; acquired from the above by the present owner, 1991.

#### EXHIBITED

New York, Whitney Museum of Art, 1991 Biennial Exhibition, April 2–June 30, 1991.



## °39 **SALLY MANN** (B. 1951)

Naptime, 1989

gelatin silver print

signed, titled, dated and numbered '9/25' with copyright insignia in pencil (verso); credited, titled, dated and numbered on affixed gallery label (frame backing board)

image: 18 % x 23 % in. (47.6 x 59.6 cm.) sheet: 20 x 23 % in. (50.8 x 60.7 cm.)

This work is number nine from an edition of twenty-five.

\$10,000-15,000

PROVENANCE

The artist;

Houk Friedman, New York;

acquired from the above by the present owner, 1991.

## •40 SHEILA METZNER (B. 1939)

Tulip, 1978 gelatin silver print

gelatin silver print embossed photographer's credit (margin) image: 19  $\frac{1}{4}$  x 13  $\frac{1}{6}$  in. (48.8 x 33.3 cm.) sheet: 20 x 16 in. (50.8 x 40.7 cm.)

\$3,000-5,000



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# **PHOTOGRAPHS**

TUESDAY 10 OCTOBER 2017 AT 10:00 AM (LOTS 181-185)



TINA BARNEY (B. 1945)
The Graham Cracker Box, 1983
chromogenic print, flush-mounted on board
image/sheet/flush mount: 46 ¾ x 60 ¾ in.
(118.8 x 154.3 cm.)
This work is number four from an edition of ten.



JAN GROOVER (1943-2012)
Untitled no. 77-1, 1979
chromogenic print
image: 18 % x 15 in. (47.9 x 38.1 cm.)
sheet: 20 x 16 in. (50.8 x 40.7 cm.)
This work is number three from an edition of three



TINA BARNEY (B. 1945)
The Reception, 1985
chromogenic print, flush-mounted on Dibond image/sheet: 44 ¾ x 58 ¾ in. (113.7 x 147.3 cm.)
This work is number nine from an edition of ten.



JAN GROOVER (1943-2012)
Untitled (Henderson, Nevada), 1977
three chromogenic prints, mounted on board each image/sheet: 11 ½ x 17 in. (29.2 x 43.2 cm.) mount: 21 ½ x 61 in. (54 x 154.9 cm.)
This work is number one from an edition of three.



JAN GROOVER (1943-2012) Untitled (New Jersey Turnpike), 1975 three chromogenic prints, mounted on board each image:  $6 \% \times 9 \%$  in. (15.8 × 23.5 cm.) each sheet:  $6 \% \times 9 \%$  in. (17.2 × 24 cm.) mount:  $16 \% \times 40 \%$  in. (40.9 × 101.8 cm.) This work is number one from an edition of three.

#### CONDITIONS OF SALE • BUYING AT CHRISTIE'S

#### CONDITIONS OF SALE

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

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

#### A BEFORE THE SALE

## 1 DESCRIPTION OF LOTS

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

## 2 OUR RESPONSIBILITY FOR OUR DESCRIPTION OF LOTS

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

#### 3 CONDITION

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

#### 4 VIEWING LOTS PRE-AUCTION

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

#### 5 ESTIMATES

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

#### 6 WITHDRAWAI

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

#### 7 JEWELLERY

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

#### 8 WATCHES & CLOCKS

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

#### B REGISTERING TO BID

#### 1 NEW BIDDERS

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

(b) We may also ask you to give us a financial reference and/or a deposit as a condition of allowing you to bid. For help, please contact our Credit Department at +1 212-636-2490.

#### 2 RETURNING BIDDERS

As described in paragraph B(i) 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  $\pm 1.212-636-2490$ .

## 3 IF YOU FAIL TO PROVIDE THE RIGHT DOCUMENTS

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

## 4 BIDDING ON BEHALF OF ANOTHER PERSON

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

#### 5 BIDDING IN PERSON

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

#### 6 BIDDING SERVICES

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

#### (a) Phone Bids

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

#### (b) Internet Bids on Christie's LIVE $^{TM}$

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<sup>TM</sup> terms of use which are available on www.christies.com.

#### (c) Written Bids

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

#### C AT THE SALE

#### 1 WHO CAN ENTER THE AUCTION

We may, at our option, refuse admission to our premises or decline to permit participation in any auction or to 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<sup>TM</sup> (as shown above in paragraph B6); and
- (d) written bids (also known as absentee bids or commission bids) left with us by a bidder before the auction.

#### 5 BIDDING ON BEHALF OF THE SELLER

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

#### 6 BID INCREMENTS

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

#### 7 CURRENCY CONVERTER

The saleroom video screens (and Christies LIVE<sup>TM</sup>) 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 the auctioneer decides to use his or her discretion as set out in paragraph C3 above, when the auctioneer's hammer strikes, we have accepted the last bid. This means a contract for sale has been formed between the seller and the successful bidder. We will issue an invoice only to the registered bidder who made the successful bid. While we send out invoices by mail and/or email after the auction, we do not accept responsibility for telling you whether or not your bid was successful. If you have bid by written bid, you should contact us by telephone or in person as soon as possible after the auction to get details of the outcome of your bid to avoid having to pay unnecessary storage charges.

#### 9 LOCAL BIDDING LAWS

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

## D THE BUYER'S PREMIUM AND TAXES 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 25% of the hammer price up to and including US\$25,0,000, 20% on that part of the hammer price over US\$250,000 and up to and including US\$4,000,000, and 12.5% of that part of the hammer price above US\$4,000,000.

#### 2 TAXES

The successful bidder is responsible for any applicable taxes including any sales or use tax or equivalent tax wherever such taxes may arise on the **hammer price**, the **buyer's premium**, and/or any other charges related to the **lot**.

For lots Christie's ships to or within the United States, a sales or use tax may be due on the hammer price, buyer's premium, and/or any other charges related to the lot, regardless of the nationality or citizenship of the successful bidder. Christie's is currently required to collect sales tax for lots it ships to the following states: California; Florida; Illinois; New York; and Texas. The applicable sales tax rate will be determined based upon the state, county, or locale to which the lot will be shipped.

In accordance with New York law, if Christie's arranges the shipment of a lot out of New York State, New York sales tax does not apply, although sales tax or other applicable taxes for other states may apply. If you hire a shipper (other than a common carrier authorized by Christie's), to collect the lot from a Christie's New York location, Christie's must collect New York sales tax on the lot at a rate of 8.875% regardless of the ultimate destination of the lot.

If Christie's delivers the **lot** to, or the **lot** is collected by, any framer, restorer or other similar service provider in New York that you have hired, New York law considers the **lot** delivered to the successful bidder in New York and New York sales tax must be imposed regardless of the ultimate destination of the **lot**. In this circumstance, New York sales tax will apply to the **lot** even if Christie's or a common carrier (authorized by Christie's that you hire) subsequently delivers the **lot** outside New York.

Successful bidders claiming an exemption from sales tax must provide appropriate documentation to Christie's prior to the release of the lot or within 90 days after the sale, whichever is earlier. For shipments to those states for which Christie's is not required to collect sales tax, a successful bidder may have a use or similar tax obligation. It is the successful bidder's responsibility to pay all taxes due. Christie's recommends you consult your own independent tax advisor with any questions.

## E WARRANTIES 1 SELLER'S WARRANTIES

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

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

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

#### 2 OUR AUTHENTICITY WARRANTY

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

- (a) It will be honoured for a period of 5 years from the date of the auction. After such time, we will not be obligated to honour the authenticity warranty.
- (b) It is given only for information shown in UPPERCASE type in the first line of the catalogue description (the "Heading"). It does

- not apply to any information other than in the **Heading** even if shown in **UPPERCASE** type
- (c) The authenticity warranty does not apply to any Heading or part of a Heading which is qualified. Qualified means limited by a clarification in a lot's catalogue description or by the use in a Heading of one of the terms listed in the section titled Qualified Headings on the page of the catalogue headed "Important Notices and Explanation of Cataloguing Practice". For example, use of the term "ATTRIBUTED TO..." in a Heading means that the lot is in Christie's opinion probably a work by the named artist but no warranty is provided that the lot is the work of the named artist. Please read the full list of Qualified Headings and a lot's full catalogue description before bidding.
- (d) The authenticity warranty applies to the
- Heading as amended by any Saleroom Notice.

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

with the terms of Christie's Authenticity Warranty, provided that the original buyer notifies us with full supporting evidence documenting the forgery claim within twelve (12) months of the date of the auction. Such evidence must be satisfactory to us that the property is a forgery in accordance with paragraph  $E_2(h)(ii)$  above and the property must be returned to us in accordance with  $E_2h(iii)$  above. Paragraphs  $E_2(b),\,(c),\,(d),\,(e),\,(f)$  and (g) and (i) also apply to a claim under these categories.

#### F PAYMENT

#### 1 HOW TO PAY

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

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

- (b) We will only accept payment from the registered bidder. Once issued, we cannot change the buyer's name on an invoice or re-issue the invoice in a different name. You must pay immediately even if you want to export the lot and you need an export licence.
- (c) You must pay for lots bought at Christie's in the United States in the currency stated on the invoice in one of the following ways:
  - JP Morgan Chase Bank, N.A., 270 Park Avenue, New York, NY 10017; ABA# 021000021; FBO: Christie's Inc.; Account # 957-107978, for international transfers, SWIFT: CHASUS 33.
  - (ii) Credit Card.

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

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

(iii) Cash

We accept cash payments (including money orders and traveller's checks) subject to a maximum global aggregate of US\$7,500 per buyer per year at our Post-Sale Services only

(iv) Bank Checks

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

(v) Checks

You must make checks payable to Christie's Inc. and they must be drawn from US dollar accounts from a US bank

- (d) You must quote the sale number, your invoice number and client number when making a payment. All payments sent by post must be sent to: Christie's Inc. Post-Sale Services, 20 Rockefeller Center, New York, NY 10020.
- 20 ROCKEREIRT CENTET, INEW YORK, IN Y 10020.
  (e) For more information please contact our Post-Sale Services by phone at +1 212 636 2650 or fax at +1 212 636 4939 or email PostSaleUS@christies.com.

#### 2 TRANSFERRING OWNERSHIP TO YOU

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

#### 3 TRANSFERRING RISK TO YOU

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

(a) When you collect the **lot**: or

(b) At the end of the 30th day following the date of the auction or, if earlier, the date the lot is taken into care by a third party warehouse as set out on the page headed 'Storage and Collection', unless we have agreed otherwise with you.

#### 4 WHAT HAPPENS IF YOU DO NOT PAY

(a) If you fail to pay us the **purchase price** in full by the **due date**, we will be entitled to do one or more

- of the following (as well as enforce our rights under paragraph F5 and any other rights or remedies we have by law):
- (i) we can charge interest from the due date at a rate of up to 1.34% per month on the unpaid amount due;
- (ii) we can cancel the sale of the lot. If we do this, we may sell the lot again, publically or privately on such terms we shall think necessary or appropriate, in which case you must pay us any shortfall between the purchase price and the proceeds from the resale. You must also pay all costs, expenses, losses, damages and legal fees we have to pay or may suffer and any shortfall in the seller's commission on the resale;
- (iii) we can pay the seller an amount up to the net proceeds payable in respect of the amount bid by your default in which case you acknowledge and understand that Christie's will have all of the rights of the seller to pursue you for such amounts:
- (iv) we can hold you legally responsible for the purchase price and may begin legal proceedings to recover it together with other losses, interest, legal fees and costs as far as we are allowed by law;
- (v) we can take what you owe us from any amounts which we or any company in the Christie's Group may owe you (including any deposit or other part-payment which you have paid to us);
- (vi) we can, at our option, reveal your identity and contact details to the seller;
- (vii) we can reject at any future auction any bids made by or on behalf of the buyer or to obtain a deposit from the buyer before accepting any bids;
- (viii) we can exercise all the rights and remedies of a person holding security over any property in our possession owned by you, whether by way of pledge, security interest or in any other way as permitted by the law of the place where such property is located. You will be deemed to have granted such security to us and we may retain such property as collateral security for your obligations to us; and
- (ix) we can take any other action we see necessary or appropriate.
- (b) If you owe money to us or to another Christie's Group company, we can use any amount you do pay, including any deposit or other part-payment you have made to us, or which we owe you, to pay off any amount you owe to us or another Christie's Group company for any transaction.

#### 5 KEEPING YOUR PROPERTY

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

## G COLLECTION AND STORAGE 1 COLLECTION

- (a) We ask that you collect purchased lots promptly following the auction (but note that you may not collect any lot until you have made full and clear payment of all amounts due to us).
- (b) Information on collecting lots is set out on the storage and collection page and on an information sheet which you can get from the bidder registration staff or Christic's cashiers at +1 212 636 2495.
- (c) If you do not collect any lot promptly following the auction we can, at our option, remove the lot to another Christie's location or an affiliate or third party warehouse. 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.
- (d) If you do not collect a lot by the end of the 30th day following the date of the auction, unless otherwise agreed in writing:
  - (i) we will charge you storage costs from that date.
  - (ii) we can, at our option, move the **lot** to or within an affiliate or third party warehouse and charge

- you transport costs and administration fees for doing so.
  (iii) we may sell the **lot** in any commercially reasonable way we think appropriate.
  - (iv) the storage terms which can be found at christies.com/storage shall apply.
- (e) 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.
- (f) Nothing in this paragraph is intended to limit our rights under paragraph F4.

#### 2 STORAGE

- (a) If you have not collected the **lot** within 7 days from the date of the auction, we or our appointed agents can:
  (i) charge you storage fees while the **lot** is still at our
  - (ii) remove the **lot** at our option to a warehouse and charge you all transport and storage costs
- (b) Details of the removal of the lot to a warehouse, fees and costs are set out at the back of the catalogue on the page headed 'Storage and Collection'. You may be liable to our agent directly for these costs.

#### H TRANSPORT AND SHIPPING 1 SHIPPING

We will enclose a transport and shipping form with each invoice sent to you. You must make all transport and shipping arrangements. However, we can arrange to pack, transport, and ship your property if you ask us to and pay the costs of doing so. We recommend that you ask us for an estimate, especially for any large items or items of high value that need professional packing. We may also suggest other handlers, packers, transporters, or experts if you ask us to do so. For more information, please contact Christie's Post-Sale Services at +1 212 636 2650. See the information set out at www. christies.com/shipping or contact us at PostSaleUS@ christie.com. We will take reasonable care when we are handling, packing, transporting, and shipping a. However, if we recommend another company for any of these purposes, we are not responsible for their acts, failure to act, or neglect,

#### 2 EXPORT AND IMPORT

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

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

#### (b) Endangered and protected species

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

## (c) Lots containing Ivory or materials resembling ivory

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

#### (d) Lots of Iranian origin

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

#### (f) Gold

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

#### (g) Watches

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

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

#### 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 as set out in the authenticity warranty and, as far as we are allowed by law, all warranties and other terms which may be added to this agreement by law are excluded. The seller's warranties contained in paragraph E1 are their own and we do not have any liability to you in relation to those warranties.
- (b) (i) We are not responsible to you for any reason (whether for breaking this agreement or any other matter relating to your purchase of, or bid for, any lot) other than in the event of fraud or fraudulent misrepresentation by us or other than as expressly set out in these conditions of sale; or
- (ii) give any representation, warranty or guarantee or assume any liability of any kind in respect of any lot with regard to merchantability, fitness for a particular purpose, description, size, quality, condition, attribution, authenticity, rarity, importance, medium, provenance, exhibition history, literature, or historical relevance. Except as required by local law, any warranty of any kind is excluded by this paragraph.
- (c) In particular, please be aware that our written and telephone bidding services, Christie's LIVETM, condition reports, currency converter and saleroom video screens are free services and we are not responsible to you for any error (human or otherwise), omission or breakdown in these services.

  (d) We have no responsibility to any person other than a
- (d) We have no responsibility to any person other than buyer in connection with the purchase of any lot.(e) If, in spite of the terms in paragraphs I(a) to (d) or
- e) If, in spite of the terms in paragraphs 1(a) to (d) or E2(i) above, we are found to be liable to you for any reason, we shall not have to pay more than the **purchase price** paid by you to us. We will not be responsible to you for any reason for loss of profits

or business, loss of opportunity or value, expected savings or interest, costs, damages, or expenses.

#### J OTHER TERMS

#### **OUR ABILITY TO CANCEL**

In addition to the other rights of cancellation contained in this agreement, we can cancel a sale of a **lot** if we reasonably believe that completing the transaction is, or may be, unlawful or that the sale places us or the seller under any liability to anyone else or may damage 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 LIVETM instead. Unless we agree otherwise in writing, you may not videotape or record proceedings at any auction.

#### 3 COPYRIGHT

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

#### 4 ENFORCING THIS AGREEMENT

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

#### 5 TRANSFERRING YOUR RIGHTS AND RESPONSIBILITIES

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

#### 6 TRANSLATIONS

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

#### 7 PERSONAL INFORMATION

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

#### 8 WAIVER

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

#### 9 LAW AND DISPUTES

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

proceedings shall be English. The arbitrator shall order the production of documents only upon a showing that such documents are relevant and material to the outcome of the Dispute. The arbitration shall be confidential, except to the extent necessary to enforce a judgment or where disclosure is required by law. The arbitration award shall be final and binding on all parties involved. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. This arbitration and any proceedings conducted hereunder shall be governed by Title 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 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 F<sub>1</sub>(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.

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

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

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

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

See Storage and Collection pages in the catalogue.



Lot incorporates material from endangered species that is not for sale and shown for display purposes only. See Paragraph H2(g) of the Conditions of Sale.

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.

18/05/17

## IMPORTANT NOTICES AND EXPLANATION OF CATALOGUING PRACTICE

#### IMPORTANT NOTICES

#### $\Delta$ 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  $\Delta$  next

#### ° 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 o 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 ° ♦.

In most cases, Christie's compensates the third party in exchange for accepting this risk. Where the third party is the successful bidder, the third party's remuneration is based on a fixed financing fee. If the third party is not the successful bidder, the remuneration may either be based on a fixed fee or an amount calculated against the final hammer price. The third party may also bid for the lot above the written bid. Where the third party is the successful bidder, Christie's will report the final purchase price net of the fixed financing fee.

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

#### Other Arrangements

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

#### Bidding by parties with an interest

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

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

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

#### FOR PICTURES, DRAWINGS, PRINTS AND MINIATURES

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

#### QUALIFIED HEADINGS

In Christie's opinion a work by the artist.

\*"Attributed to ...

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

\*"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  $\dots$  "/"Dated  $\dots$  "/ "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.

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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

05/06/17

#### 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

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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.				

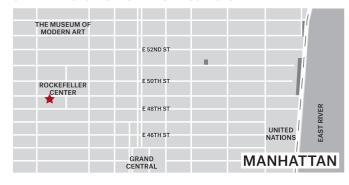
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20 Rockefeller Plaza New York, NY 10020

CODE NAME: SPIEGEL SALE NUMBER: 14358

(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\$100 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\$2,000s 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)

U\$\$50,000 to U\$\$100,000 by U\$\$5,000s U\$\$100,000 to U\$\$200,000 by U\$\$10,000s Above U\$\$200,000 at auctioneer's discretion

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

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O Please tick if you prefer not to receive in	formation about our upcoming sales b	y e-mail
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(in numerical order)	Maximum Bid US\$ (excluding buyer's premium)	Lot number (in numerical order)	Maximum Bid US\$ (excluding buyer's premium)

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02/08/17 19/01/2015



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A PAIR OF ENGLISH BLACK KANGAROO LEATHER RUNNING SHOES, 1954, BY CHARLES LAW OF G. T. LAW AND SON, WIMBLEDON PARK, SURREY Estimate: £30,000-50,000

Sold for: £266,500 (incl. premium), Out of the Ordinary, South Kensington, 10 September 2015

INVITE TO CONSIGN

#### **OUT OF THE ORDINARY**

London, King Street, 17 January 2018

CONSIGN

By 20 October 2017

CONTACT

Celia Harvey ooo@christies.com +44 (0)20 7389 2226



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