NEW YORK | 31 OCTOBER 2018

# EUROPEAN AR Part II

CHRISTIE'S







## EUROPEAN ART PART II wednesday 31 october 2018

### **PROPERTIES FROM**

Bennington College, Sold to Benefit Art for Access

The Desmarais Collection: A pied-à-terre in New York The Collection of Elizabeth Stafford

## AUCTION

Wednesday 31 October 2018 at 2.30 pm (Lots 101-164)

20 Rockefeller Plaza New York, NY 10020

## VIEWING

Thursday	25 October	10.00 am - 5.00 pm
Friday	26 October	10.00 am - 5.00 pm
Saturday	27 October	10.00 am - 5.00 pm
Sunday	28 October	1.00 pm - 5.00 pm
Monday	29 October	10.00 am - 5.00 pm
Tuesday	30 October	10.00 am - 5.00 pm

## AUCTIONEER

James Hastie (#1244430)

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21/06/16

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14/9/18

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## 20 NOVEMBER

BRITISH IMPRESSIONISM LONDON

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OLD MASTERS | NEW SCHOLARS: WORKS OF ART TO BENEFIT RUGBY SCHOOL

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## 12-14 DECEMBER

"C'EST FOU!" PARIS

Subject to change.

24/9/18

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ANNABEL



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PROPERTY SOLD TO BENEFIT ART FOR ACCESS AT BENNINGTON COLLEGE

## 101 JULIEN DUPRÉ (FRENCH, 1851-1910)

La moisson

signed and dated '-JULIEN DUPRE -1887-' (lower right) oil on canvas 21½ x 25¾ in. (54.6 x 65.4 cm.)

\$25,000-35,000

£19,000-26,000 €22,000-30,000

#### **PROVENANCE:** The artist.

with Goupil et Cie., Paris, acquired from the above, 18 April 1887. with M. Knoedler & Co., New York, acquired from the above, 8 June 1887. William Augustus White (1843-1927), Brooklyn, acquired from the above, 8 August 1887 with M. Knoedler & Co., New York, acquired from the above, 11 December 1901. Henry D. Winans, New York, acquired from the above, 21 December 1901, as *Haymaking*. Gordon Graves. Gifted by the above to Bennington College, 1958.

We are grateful to Howard L. Rehs & Professor Janet Whitmore for confirming the authenticity of this work from a photograph, which will be included in the forthcoming Julien Dupré *catalogue raisonné*.



THE DESMARAIS COLLECTION: A PIED-À-TERRE IN NEW YORK

## 102

## HENRI JOSEPH HARPIGNIES (FRENCH, 1819-1916)

The Stream signed 'hjharpignies.' (lower left) oil on canvas  $7\% \times 13\%$  in. (19.1 x 33.3 cm.)

\$10,000-15,000

PROVENANCE:

with Dominion Gallery, Toronto. Acquired from the above by the present owner, 2 March 1968.

£7,600-11,000 €8,500-13,000





PROPERTY FROM AN IMPORTANT NEW ENGLAND COLLECTION

## 103

## LÉON AUGUSTIN LHERMITTE (FRENCH, 1844-1925)

## Moisson sur le coteau

signed 'L. Lhermitte' (lower right) pastel on paper 19 x 30 in. (48.3 x 76.2 cm.)

\$50,000-70,000

£38,000-53,000 €43,000-59,000

#### PROVENANCE:

with Galerie Allard, Paris. with Scott & Sons, Montreal, by 1984. Anonymous sale; Sotheby's, New York, 24 May 1984, lot 114, as *Harvesters' Rest.* Anonymous sale; Sotheby's, New York, 24 February 1987, lot 35, as *The Harvesters.* with Richard Green, London. Anonymous sale; Christie's, New York, 24 May 1989, lot 307. Acquired at the above sale by the present owner.

### EXHIBITED:

Paris, Salon, 1923, no. 1616.

## LITERATURE:

H. Longnon, 'Chronique des Arts, Le Salon,' *L'Action française*, 1 May 1923, p. 2. H. Bernard, *Union Républicaine de la Marne*, 7 June 1923, p. 1. M. Le Pelley Fonteney, *Léon Augustin Lhermitte, catalogue raisonné*, Paris, 1991, p. 282, no. 714.



PROPERTY OF A DISTINGUISHED AMERICAN COLLECTION

## 104 JEAN-BAPTISTE-CAMILLE COROT (FRENCH, 1796-1875)

Dieppe, vue panoramique prise aux environs stamped 'VENTE/COROT' (lower right) oil on paper on canvas 4% x 10% in. (12.4x 27.3 cm.) Painted in 1823.

\$30,000-50,000

£23,000-38,000 €26,000-42,000

## PROVENANCE:

The artist. His estate sale; Hôtel Drouot, Paris, 26 May 1875, lot 251, as À Dieppe; grand aspect. Henri Fantin-Latour (1836-1904), Paris, acquired at the above sale. with Galerie Tempelaere, Paris. Private collection, New York. Anonymous sale; Loudmer, Paris, 19 November 1989, lot 66. Anonymous sale; Doyle, New York, 10 May 2017, lot 8. Acquired at the above sale by the present owner.

## LITERATURE:

A. Robaut, *L'Œuvre de Corot, catalogue raisonné et illustré*, Paris, 1905, vol. II, pp. 8-9, no. 11, illustrated (with incorrect dimensions).



PROPERTY FROM AN IMPORTANT NEW ENGLAND COLLECTION

## 105 PAUL DÉSIRÉ TROUILLEBERT (FRENCH, 1829-1900)

Pont sur l'Oise à l'Isle Adam signed 'Trouillebert' (lower right) oil on canvas 15 x 22 in. (38.1 x 55.9 cm.)

\$30,000-50,000

£23,000-38,000 €26,000-42,000

## PROVENANCE:

The artist. His estate sale; Hôtel Drouot, Paris, 11 May 1905, lot 87. with Claude Marumo, Paris. Anonymous sale; Sotheby's, New York, 22 February 1989, lot 239, as *Pont sur l'Oise.* Acquired at the above sale by the present owner.

#### LITERATURE:

C. Marumo, T. Maier and B. Müllerschön, *Paul Désiré Trouillebert, Catalogue raisonné de l'oeuvre peint*, Stuttgart, 2004, p. 453, no. 0700, illustrated.

## 106

## JEAN-BAPTISTE-CAMILLE COROT (FRENCH, 1796-1875)

## Le berger sous les arbres (soleil couchant)

signed 'COROT' (lower left) oil on canvas 20¾ x 28¼ in. (52.7 x 71.8 cm.) Painted in 1853.

\$150,000-250,000

£120,000-190,000 €130,000-210,000

#### PROVENANCE:

John Waterloo Wilson (1815-1883), Haarlem and Brussels.

His sale; Hôtel Drouot, Paris, 14-16 March 1881, lot 137.

Auguste-Etienne-Louis Tabourier (1822-1898), Paris.

with Boussod, Valadon et Cie., 8 October 1887, acquired directly from the above.

Frederick Lothrop Ames (1835-1893), North Easton, Massachusetts, acquired from the above, 5 December 1887.

Rep. Louis Adams Frothingham (1871-1928), North Easton, Massachusetts, brother-in-law of the above.

with Wildenstein Arte S. A., Buenos Aires, acquired in New York, *circa* 1942. Francisco Prati, acquired directly from the above, 12 July 1945. By descent to the present owner.

#### EXHIBITED:

Paris, Salon, 1853, no. 288, as Coucher de soleil.

Paris, Galeries Durand-Ruel, Exposition rétrospective de tableaux et dessins des maîtres modernes, 1878, no. 112, as Derniers rayons. Le berger. New York, American Art Galleries, The works of Antoine-Louis Barye exhibited under the auspices of the Barye Monument Association; also of paintings by J. F. Millet, Th. Rousseau and others, his contemporaries and friends, for the benefit of the Barye Monument Fund, November 1889-1890, no. 603, as The Setting Sun.

Buenos Aires, Wildenstein Arte S. A., 7 December 1945. Buenos Aires, Wildenstein Arte S. A., 31 July-23 August 1958, no. 11.

#### LITERATURE:

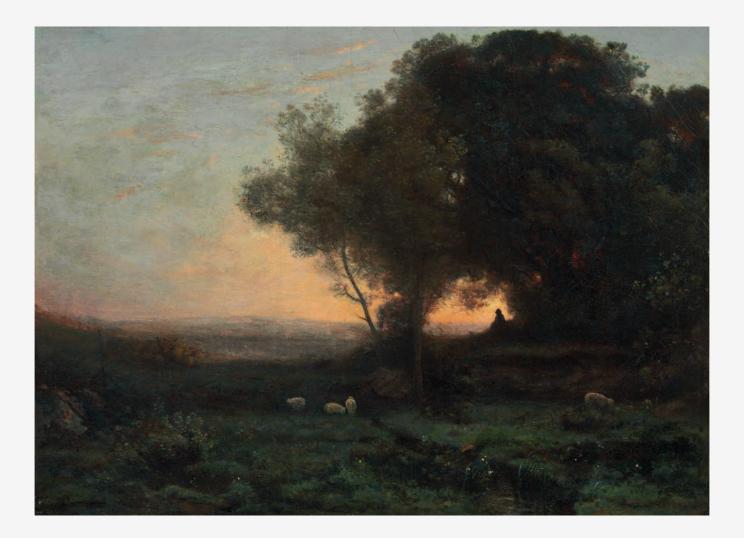
A. Robaut, L'Œuvre de Corot, catalogue raisonné et illustré, Paris, 1905, vol II, pp. 332-333, no. 1064, illustrated.

Théodore Duret best defined a key quality of Corot's art in the 1860s when he noted that the painter fixed on canvas not only the visual spectacle before him, but also 'the exact sensation of something he experienced' (T. Duret, *Les peintres français en 1867*, Paris, 1867, p. 27). Théodore de Banville expressed this observation perfectly when he wrote, 'This is not a landscape painter, this is the very poet of landscape...who breathes the sadness and joys of nature...The bond, the great bond that makes us the brothers of brooks and trees, he sees it; his figures, as poetic as his forests, are not strangers to the woodlands that surrounds them. He knows, more than anyone, he has discovered all the customs of boughs and leaves; and now that he is sure that he will not distort their inner life, he can dispense with all servile imitation (T. de Banville, 'Le Salon de 1861' *Revue fantastique 2*, 1 July 1861, pp. 235, 236).

Le berger sous les arbres (soleil couchant) is an exquisite example by the master at the height of his powers. Corot captures perfectly the moment of *crépuscule*, when the land is bathed in half-light and the sky still retains the beauty, light and color of the already set sun. A shepherd is seated on a hillock beneath a copse of trees, his sheep scattered throughout the darkening foreground. The golden light of the setting sun suffuses the sky and the distant landscape, bathing both in a rose-gold haze. The depth of the landscape is deftly created by the placement of the figure in the middle ground, lit from behind. The sheep and barely visible track define the foreground, while in the distance the softly lit landscape stretches to the horizon. There is a serenity that pervades the composition and the viewer is invited into a world colored only by the light at the end of day.

It would be fallacy to try to situate Corot's landscapes too precisely and would only serve to misinterpret the artist's poetic vision. The wonderfully atmospheric landscapes represent the artist's meditations on nature and were never meant to portray accurate depictions rooted in time and place. Always lyrical in feel, they are reflections loosely analogous to French Romantic poetry, such as that by Alphonse de Lamartine or Alfred de Musset.

The present work is accompanied by a certificate of authenticity from Martin Dieterle and Claire Lebeau.





PROPERTY FROM A WESTERN COLLECTION

## 107 ROSA BONHEUR (FRENCH, 1822-1899)

Le sanglier signed 'Rosa Bonheur' (lower left) oil on canvas 14% x 19% in. (37.2 x 49.8 cm.)

\$15,000-20,000

£12,000-15,000 €13,000-17,000

## PROVENANCE:

The artist. Her estate sale; Galerie Georges Petit, Paris, 30 May-2 June 1900, probably lot 419, as *Étude de sanglier.* with Phillips Gallery, Salt Lake City. Acquired directly from the above by the present owner, 2004.

A remarkable force in the history of female artists, *animalier* Rosa Bonheur famously received permission from the French Government to cut her hair short and wear men's clothing in order to blend in while studying animal anatomy at the *abattoirs* of Paris and the *École nationale vétérinaire d'Alfort*. Eventually, Bonheur settled at the Château de By on the edge of the forest of Fontainebleau. There, she kept a small menagerie that included boars like the one in *Le sanglier* to serve as the subjects of her paintings.

We are grateful to Annie-Paule Quinsac for confirming the authenticity of this painting.



## 108

## NARCISSE-VIRGILE DIAZ DE LA PEÑA (FRENCH, 1807-1876)

Fagotière à l'orée d'un bois près d'une mare signed 'N. Diaz.' and stamped 'VENTE/DIAZ' (lower right) oil on canvas 9¼ x 12% in. (23.5 x 32.1 cm.)

\$8,000-12,000

£6,100-9,100 €6,800-10,000

## PROVENANCE:

with John H. Frisk, Philadelphia. Acquired directly from the above by the present owner, 16 July 1974.

We are grateful to Rolande Miquel for confirming the authenticity of this work, which will be included in her forthcoming supplement to the Diaz de la Peña *catalogue raisonné*.



## 109 THÉODORE ROUSSEAU (FRENCH, 1812-1867)

Bords de l'Oise

signed 'TH. Rousseau' (lower left) oil on panel 10% x 13% in. (27 x 34.6 cm.) Painted *circa* 1850.

\$20,000-30,000

£16,000-23,000 €17,000-25,000

## PROVENANCE:

A. Lange. His sale; Hôtel Drouot, Paris, 2-3 April 1886, lot 10 as *Paysage* (with incorrect support).

with Jacques Seligmann et Cie., Paris.

with Boussod, Valadon et Cie., Paris, acquired from the above, 11 November 1890.

George Ingraham Seney (1826-1893), New York, acquired from the above, 2 April 1891.

with Goupil & Co., New York, acquired from the above, 22 April 1892. Cyrus Hall McCormick Jr. (1859-1936), Chicago, acquired from the above, 22 April 1892.

Anonymous sale; Sotheby Parke-Bernet, 6 October 1966, lot 49, as *Paysage*. Probably acquired at the above sale by the present owner.

## LITERATURE:

A. Braun, *Choix des compositions peintes et dessinées par Théodore Rousseau*, Mulhouse, 1874, no. 90230.

M. Schulman, *Théodore Rousseau, catalogue raisonné de l'oeuvre peint*, Paris, 1999, p. 222, no. 371, illustrated.



## 110 CHARLES-FRANÇOIS DAUBIGNY (FRENCH, 1817–1878)

## Les îles vierges à Bezons

signed and indistinctly dated 'Daubigny 18–5' (lower right) oil on panel  $13 \times 23\%$  in. (33 x 60 cm.)

\$20,000-30,000

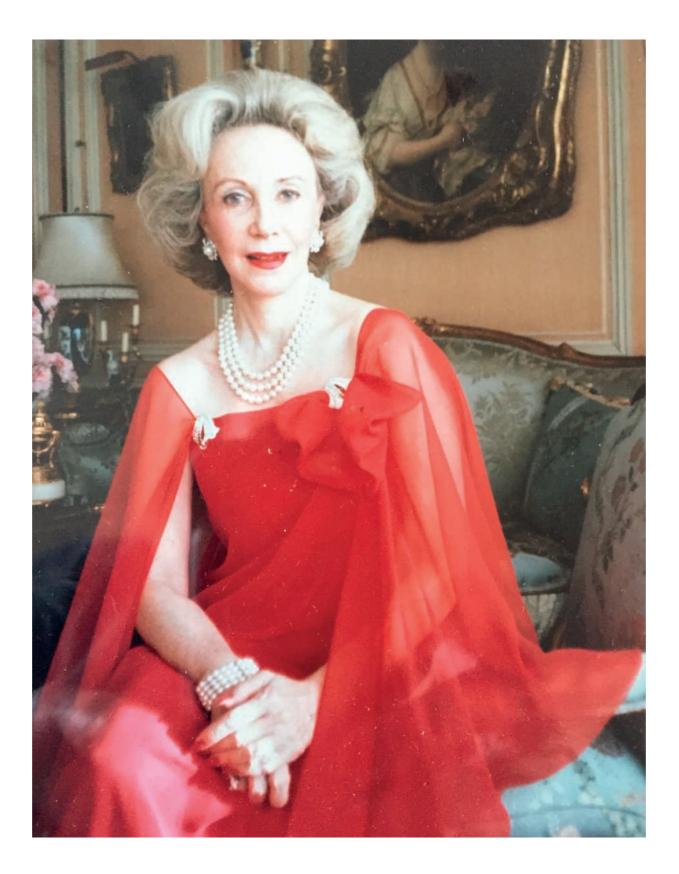
£16,000-23,000 €17,000-25,000

## PROVENANCE:

with M. Knoedler & Co., New York. Anonymous sale; Sotheby Parke-Bernet, 10 October 1973, lot 51, as *Landscape at Sunset*. with John H. Fisk, Philadelphia, acquired at the above sale. Acquired directly from the above by the present owner, 10 October 1973.

## LITERATURE:

R. Hellebranth, Charles-François Daubigny, 1817–1878, Paris, 1976, p. 19, no. 37.



# PROPERTY FROM THE COLLECTION OF ELIZABETH STAFFORD

Elizabeth "Mimi" Stafford was a true connoisseur and scholar of the world—a woman whose lifelong passion for ideas served as the cornerstone of a remarkable private collection. "The art of collecting is a thing that comes very naturally," she once observed. "Each person will reach out and find that aspect of art which appeals to him...." Together with her husband, the financier Frederick M. Stafford, Mimi Stafford embarked on a decades-long journey in collecting—an inspiring pursuit of knowledge and beauty.

Born in New Orleans in 1928, Mimi Stafford epitomized the elegance and charm of a bygone era. After graduating from Tulane University's Newcomb College, the ambitious young woman assisted U.S. High Commissioner for Germany John J. McCloy in the rebuilding efforts that followed the Second World War. It was during her travels with the State Department that she met the European-born banker Frederick M. Stafford, whom she married in Paris in 1952. In the years to come, the couple would welcome three children, John, Alex, and Alexandra Stafford. The Staffords first settled in New York City, and relocated to Paris in 1961. In Paris, Mimi Stafford focused much of her energies on civic engagement and Franco-American relations, serving as a board member of the U.S.O., the American Cathedral in Paris, and France-Amérique. Just as Mimi Stafford's own life extended from New Orleans to New York, Paris, Palm Beach, and beyond, her collecting also reflected a diversity of experience across time and geography. Like many, her interest in art was fueled in its early stages by the joy of intellectual discovery and a curiosity toward the relics of the past.

Through personal erudition and in collaboration with curators, scholars, and artists, Mimi Stafford assembled a fine art collection that perfectly mirrored her fascination with history and beauty. It was an all-encompassing vision: in Paris, she transformed her family's residence into an elegant recreation of an eighteenth-century French home—a strikingly authentic *mise en scène* she graciously opened to academics and fellow cultural patrons. In the same way that art so greatly enriched her own life, so was Mimi Stafford keen to share the wonders of her collection in the public sphere. In 1966, the Staffords lent over two hundred works to the Delgado Museum of Art—now the New Orleans Museum of Art—for the monumental exhibition *Odyssey of an Art Collector*. The exhibition not only sought to encourage private and institutional

collecting in New Orleans, but also to introduce new audiences to art in its many forms. As Mimi Stafford noted of the works in her collection, "there is something for every taste." James B. Byrne, then director of the Delgado Museum, wrote in the exhibition's catalogue that, "One might view the Stafford Collection as a *petit musée*, which brings together enough of the richness and variety of man's artistic endeavor, as to cause wonder and delight at his almost endless inventiveness." In collecting, Byrne added, one "creates a self-portrait; an autobiographical statement which is unique and distinct." For Mimi Stafford, that statement was one in which a stone Cycladic figure could instill the same sense of awe as Constantin Brancusi's masterful *La jeune fille sophistiquée* (*Portrait de Nancy Cunard*), the latter of which her husband bought as a birthday present for her directly from the artist in 1955.

Throughout her life, Mimi Stafford provided significant financial support, bequests of fine art, and personal leadership to institutions including the New Orleans Museum of Art; the Museum of Fine Arts, Boston; the Metropolitan Museum of Art; the National Gallery of Art; the Frick Collection; the Morgan Library & Museum; the Metropolitan Opera; and Memorial Sloan Kettering Cancer Center. Even into her later years, she exuded a sense of insatiable curiosity and élan, as comfortable at a black-tie Manhattan dinner as she was traveling through the Middle East and Africa. With each new day, Mimi Stafford saw new possibilities for intellectual, spiritual, and artistic discovery—a joyous celebration of life at its fullest. In her collection of fine art, this inspiring generosity of spirit continues to resonate.

Additional Old Master Paintings, fine French furniture, Sèvres porcelain, and Old Master Drawings will be offered in *A Love Affair with France: The Elizabeth Stafford Collection* on November 1 at Christie's, New York.

PROPERTY FROM THE COLLECTION OF ELIZABETH STAFFORD

## 111

## JEAN-BAPTISTE-CAMILLE COROT (FRENCH, 1796-1875)

Ville d'Avray, lisière de bois avec trois campagnards et une vache

signed 'COROT' (lower right) oil on canvas 16 x 12% in. (40.64 x 32.7 cm.) Painted circa 1869-1870.

\$150,000-250,000

£120,000-190,000 €130,000-210,000

## PROVENANCE:

The artist. Annette-Octavie Sennegon, née Corot (1793-1874), his sister. Henri Sennegon, her son, by descent. His sale; Hôtel Drouot, Paris, 9 May 1887, lot 3, as Lisière de bois, à Ville d'Avray. Georges Bernheim, Paris. Sacha Guitry (1885-1957), Paris, acquired circa 1931. His sale; Galerie Charpentier, Paris, 23 May 1951, lot 1. Acquired at the above sale by the present owner.

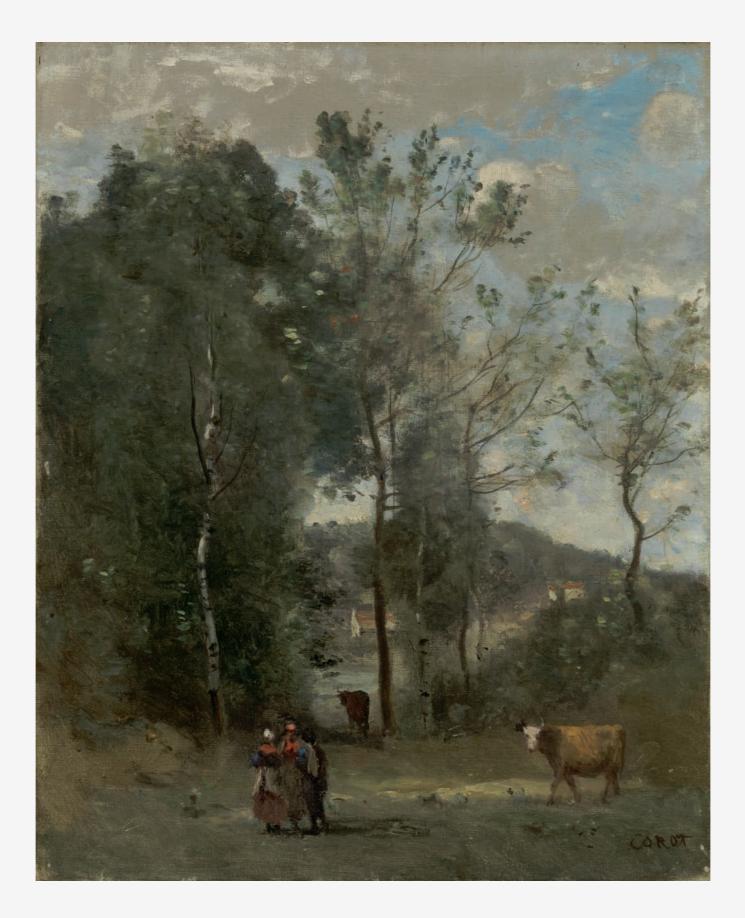
### EXHIBITED:

New Orleans, Isaac Delgado Museum of Art, Odyssey of an Art Collector, Unity in Diversity, 5000 Years of Art, 11 November 1966-8 January 1967, pp. 108-109, 173, no. 177, pl. 109, illustrated.

## LITERATURE:

A. Robaut, L'Œuvre de Corot, catalogue raisonné et illustré, Paris, 1905, vol. III, pp. 78-79, no. 1483, illustrated.

S. Guitry, 18 Avenue Élisée Reclus, Paris, 1952, pp. 80-81, illustrated.





PROPERTY OF AN IMPORTANT COLLECTOR

## 112 JULIEN DUPRÉ (FRENCH, 1851-1910)

## Dans la ferme

signed 'JULIEN DUPRÉ' (lower left) oil on canvas 54½ x 79½ in. (138.4 x 201 cm.) Painted *circa* 1886.

\$70,000-100,000

£53,000-75,000 €60,000-85,000

#### PROVENANCE:

Luis Chantada, acquired in France probably *circa* 1925. By descent to the present owner.

#### EXHIBITED:

Paris, Salon, 1886, no. 852.

#### LITERATURE:

J. Noulens, Annuaire du salon, deuxième année, 1886: artistes français et étrangers au Salon de 1886, Paris, 1887, p. 116, as La Ferme.

Born in Paris in 1851, Julien Dupré is regarded as the leading exponent of the second-generation of Realist painters, whose depictions of the toils of the French peasants were true to the ideals of his predecessors Jean-François Millet and Jules Breton. Exhibited in the 1886 *Salon*, the present work is a slightly more humorous take on French peasant life than most of Dupré's work. The work may be related to the work that Dupré exhibited at the *Salon* the previous year, *La vache échappée*, now in the Musée d'Orsay, which depicts a similar cow to that of the present lot making her escape toward an open field, pursued by her keeper. The work was very well received when it was exhibited at the *Salon*, with one reviewer describing it as 'splendid' and 'pulsing with life.'

We are grateful to Howard L. Rehs & Professor Janet Whitmore for confirming the authenticity of this work from a photograph, which will be included in the forthcoming Julien Dupré *catalogue raisonné*.





PROPERTY FROM AN AMERICAN COLLECTION

## 113

## HENRI JOSEPH HARPIGNIES (FRENCH, 1819-1916)

## La Mediterranée entre Menton et Le Cap Martin

signed and dated 'hjharpignies. 1900.' (lower left) oil on canvas 25% x 32% in. (65.4 x 81.9 cm.)

\$15,000-20,000

£12,000-15,000 €13,000-17,000

## PROVENANCE:

with Arnold & Tripp, Paris. with M. Knoedler & Co., acquired from the above, 29 July 1901. A. Gross, Philadelphia, acquired from the above, 3 April 1902. Peter A. Schemm (1852-1909), Philadelphia. His estate sale; American Art Galleries, New York, 14-17 March 1911, lot 285, as *Summer.* Harold and Grace Riley, New York and New Jersey, by 1960. By descent to the present owner.

Peter Schemm, who owned this painting around the turn of the century, was the owner of an eponymous Philadelphia brewery which had been founded by his father, a German *emigré*. Shemm's art collection was one of the best known in Philadelphia at the time, and the several hundred canvases he owned were housed in a specially-built gallery that was connected to his brewery at 25th and Poplar streets.



PROPERTY FROM AN IMPORTANT CALIFORNIA COLLECTION

# 114

## EMILIO SÁNCHEZ PERRIER (SPANISH, 1855-1907)

On the Pond signed 'E Sanchez Perrier' (lower left) oil on panel 12¾ x 16¼ in. (32.4 x 41.3 cm.)

\$15,000-20,000

£12,000-15,000 €13,000-17,000

#### PROVENANCE:

Private collection, Massachusetts. Anonymous sale; Christie's, New York, 30 April 2001, lot 3. Acquired at the above sale by the present owner. PROPERTY FROM A DISTINGUISHED PRIVATE COLLECTION

## 115 JULES BRETON (FRENCH, 1827-1906)

Le pré fleuri à Courrières signed and dated 'Jules Breton 88' (lower left) oil on panel 10¼ x 13% in. (26 x 35.2 cm.)

\$70,000-100,000

£53,000-75,000 €60,000-85,000

#### PROVENANCE: The artist

His sale; Galerie Georges Petit, Paris, 2-3 June 1911, lot 130. M. Mérat, acquired at the above sale. with Whitford & Hughes, London, by 1983. Anonymous sale; Christie's, New York, 6 May 1998, lot 200. Acquired at the above sale by the present owner.

Breton's usual practice was to execute a preparatory oil sketch of the principal figures of his finished paintings. The fact that many of these sketches were signed is evidence that Breton considered them works of art in their own right. It is also likely that some sketches were done as remembrances of completed canvases rather than as studies for them. Late in his career, Breton even exhibited a small number of oil sketches and drawings at the *Expositions universelles* and on a few occasions, at the *Salon*.

Executed in swift, heavy brushstrokes laden with pigment, *Le pré fleuri* à *Courrières* demonstrates Breton's prodigious abilities as a colorist. Mere daubs of paint in green, red and gold create a vast field of flowers. The palette transitions to green and gold to indicate wheat fields in the background, and the bright summer sky is evoked by softer brushwork in pink, turquoise, lavender and blue. The bent over figure gathering flowers refers back to several works in Breton's *oeuvre*, most notably to the woman in the foreground in *The Gleaners, Courrières* (National Gallery of Ireland, Dublin) and again in *The Weeders* (Joselyn Art Museum, Omaha).

In the oil sketches, Breton demonstrates a spontaneity not apparent in the finished paintings, and in many, such as *Le pré fleuri à Courrières*, the artist uses the same color juxtapositions and short, choppy brushstrokes in a technique close to that of the Impressionists. The thick, vigorous impasto, the concentration on color harmonies and the effects of light indicate that Breton, when relying solely upon his intuitive response to nature, could create vibrant sketches that in atmosphere and execution suggest ties with the more adventuresome landscape artists of the century.

Annette Bourrut-Lacouture confirmed the authenticity of this work in 1998.







## 116

## EDWARD EMERSON SIMMONS (AMERICAN, 1852-1932)

## Le printemps

signed, inscribed and dated 'EDWARD E. SIMMONS/Concarneau 1883.' (lower left) oil on canvas 57% x 38% in. (146.7 x 97.2 cm.)

\$70,000-100,000

£53,000-75,000 €60,000-85,000

### PROVENANCE:

with Ira Spanierman, New York. with Grand Central Art Galleries, Inc., New York. Haig (1913-2000) and Adrienne (1921-1991) Tashjian, Leonia, NJ, by 1982.

#### EXHIBITED:

Paris, Salon, 1884, no. 2215, as *Le Printemps - panneau décoratif.* Southampton, The Parrish Art Museum, *American Realist and Impressionist Paintings from the Collection of Mr. & Mrs. Haig Tashjian*, 18 April-6 June 1982, also Washington, D.C., Federal Reserve System, 6 October-8 December 1982, Yonkers, The Hudson River Museum, 10 January-20 March 1983, pp. 28, 64-65, fig. 12, illustrated pp. 28, 65, as *Le Printemps (Girl in a Field)*.

#### LITERATURE:

C. Holthusen Sanford, *Edward Simmons, A Painter and A Yankee in the Gilded Age*, New York, 2003, pp. 26-27, 291, fig. I:13, illustrated.

Born in Concord, Massachusetts, Edward Emerson Simmons studied at Harvard and was a founding member of that prestigious University's art club. After graduation, and upon a recommendation of his famous cousin, Ralph Waldo Emerson, the young man moved west to San Francisco to take up a teaching position. After returning to the east, Simmons spent a short time at the School of the Museum of Fine Arts in Boston and in 1878 he traveled to Paris to begin his formal artistic education.

Simmons enrolled in the *Académie Julien* where he spent two years and then continued his studies at the *École des Beaux Arts*. Simmons blossomed under the instruction of Gustave Boulanger and Jules Lefebvre, and successfully went on to exhibit at the Paris *Salon* and London Royal Academy. In 1881, Simmons moved to the small, fishing town of Concarneau on the coast of Brittany, and the picturesque village French village provided him with a wealth of subject matter ranging from tonalist marine paintings to scenes of peasant life. The peasant subjects from his time spent in Concarneau demonstrate the influence of French naturalist Jules Bastien-Lepage. Drawing inspiration from the older artist, Simmons focused on capturing the bucolic simplicity of Breton life. Executed during the artist's five year stay in the Breton fishing village, *Le printemps* depicts a young Breton girl walking through a field of wildflowers. Simmons has softened the background and reduced the flowering field to a more Impressionistic interpretation in order to focus the viewer's attention on the figure of the beautiful young girl.

It is interesting to note that the title of this painting when exhibited in the 1884 Paris Salon was Le *Printemps - panneau décoratif*, indicating that it was never intended to have to same degree of finish as many of his other works. The looser brushwork and soft palette certainly create a dreamlike image and foreshadow Emerson's later, more Impressionist work and his fame based upon his career as a muralist upon his return to the United States in 1886.



## 117

## CHARLES-FRANÇOIS DAUBIGNY (FRENCH, 1817–1878)

Vaches s'abreuvant à la rivière

signed and dated 'Daubigny 1865' (lower left) oil on panel 14% x 26½ in. (37.8 x 67.3 cm.)

\$20,000-30,000

£16,000-23,000 €17,000-25,000

## PROVENANCE:

Charles Leroux, Paris. with Boussod, Valadon et Cie., Paris, acquired from the above, 28 July 1886, as *Bords de la seine*.

with M. Knoedler & Co., New York, acquired from the above, 26 August 1886.

George Ingraham Seney (1826-1893), New York, acquired from the above, 5 October 1886.

(probably) with Goupil & Co., New York, acquired from the above, 1 April 1890.

(probably) James Jerome Hill (1838-1916), Minneapolis, acquired from the above, 11 December 1891.

George Fisher Baker (1840-1931), New York.

His estate sale; Parke-Bernet Galleries, New York, 4 November, 1938, lot 51, as *Twilight Landscape: Homeward Bound*. H. E. Thompson.

Anonymous sale; Sotheby Parke-Bernet, New York, 30 October 1980, lot 23.

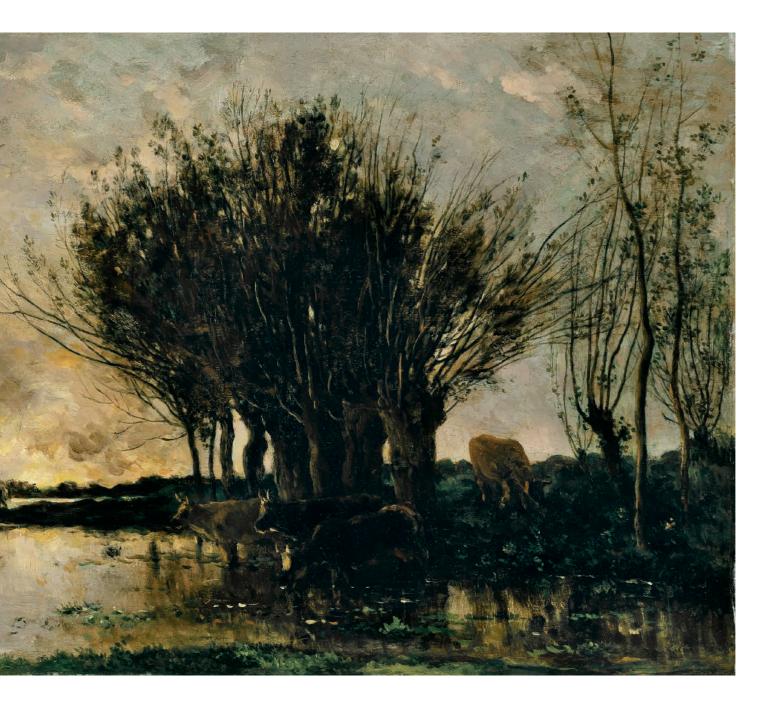
with E. J. Landrigan, Inc., New York, probably acquired at the above sale.

Acquired directly from the above by the present owner, 4 November 1980.

## LITERATURE:

R. Hellebranth, *Charles-François Daubigny, 1817–1878*, Paris, 1976, p. 259, no. 780, illustrated.





# 118 GUSTAVE COURBET (FRENCH, 1819-1877)

Portrait du général Cluseret signed 'G. Courbet.' (lower left) oil on canvas 22 x 18% in. (55.9 x 46.7 cm.)

\$60,000-80,000

£46,000-60,000 €51,000-68,000

#### PROVENANCE:

Private collection, Paris.

#### EXHIBITED:

(probably) Vienna, Österreichischer Kunstverein, Ausstellung Oesterreichischer Kunstverein in Wien, June 1873, as Porträt des Commune-Generals Cluseret.

Gustave Paul Cluseret was born in Suresnes in the western suburbs of Paris, and entered the *École spéciale militaire de Saint-Cyr* when he was 18 years old, receiving his commission at age 20. A militant and politically active man, the general served in the French Army, led the De Flotte Legion in Italy during the *Risorgimento*, fought with the

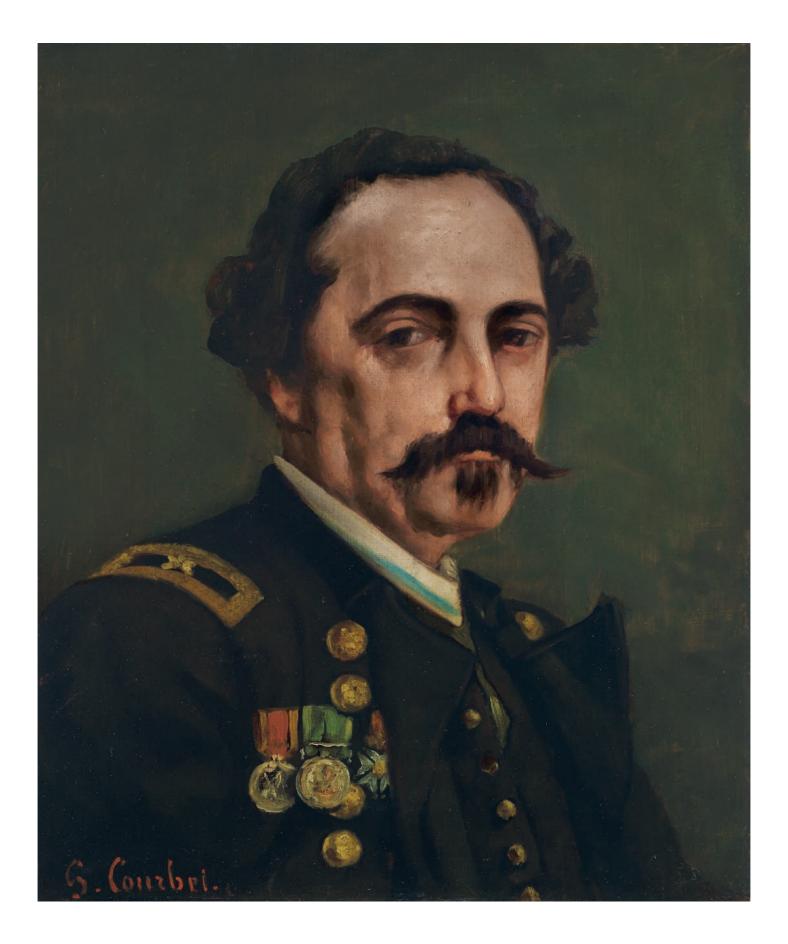


(fig. 1): General Gustave Paul Cluseret, c. 1865.

Union Army during the US Civil War, participated in the Fenian insurrection, attempted to start a civil war in England, and served as the Delegate for War for the Executive Commission of the Paris Commune before later attempting to recruit volunteers to found a Republic of Turkey when he was in his 50s. During his time in the US the General espoused radically Republican ideology and was highly critical of Lincoln's gradualist approach to the elimination of slavery. He joined the Union Army because he wanted to 'participate in the triumph of freedom.'

The present portrait must have been painted after his service in the Union Army because the General is depicted wearing his US uniform with the insignia of his rank of brigadier general, just as he is in a contemporary photograph of him taken during his Civil War service preserved in the Library of Congress (fig. 1). The General returned to France in 1867-1868, and in many ways his life during this period mirrors Courbet's own. He was jailed by French Authorities for an antimilitarist article he published and was imprisoned at Sainte-Pélagie, the same prison that Courbet would serve out his sentence in only a few years later. During his imprisonment, Cluseret became a socialist, and would later play an active role in the Paris Commune, of which Courbet was also an elected member. Both men would go into self-imposed exile in Switzerland following the suppression of the commune. Cluseret remained in Switzerland until 1877, the same year that Courbet died in exile there. It is said that the two lived near one another and that Courbet taught Cluseret to paint. The General later lived in the Balkans, Constantinople, and finally Hyères in southern France after his return to his native country. He died in 1900.

The present work is accompanied by a certificate from the Institut Gustave Courbet dated 12 May 2018, and will be included in their forthcoming Gustave Courbet *catalogue raisonné*.





# 119 WILLIAM ADOLPHE BOUGUEREAU (FRENCH, 1825-1905)

### Esquisse pour Sainte famille

oil on canvas 10¾ x 7 in. (27.3 x 17.8 cm.) Painted *circa* 1863.

\$20,000-30,000

£16,000-23,000 €17,000-25,000

#### PROVENANCE:

Anonymous sale; Christie's, New York, 1 May 2000, lot 33, as A Study for Sainte Famille.

#### LITERATURE:

D. Bartoli and F. Ross, *William Bouguereau: Catalogue Raisonné of his Painted Work*, New York, 2010, p. 72, under no. 1863/01.

The present work is a study for *Sainte famille*, an early composition by Bouguereau. *Sainte famille* was exhibited at both the *Salon* of 1863 (no. 226) and to the *Exposition universelle* of 1867 (no. 73), making it a particularly important part of the artist's *oeuvre*. Ultimately, the work was purchased by the Empress Eugénie, the wife of Napoléon III. Though the positioning of the Virgin is not the same in the present work as it is in the final version, the coloration is nearly identical.



PROPERTY FROM A FLORIDA COLLECTION

## 120 HUGUES MERLE (FRENCH, 1823-1881)

### Faith

signed and dated 'Hughes. Merle. 1876.' (lower left) oil on canvas  $32\%\,x\,26\%\,in.\,(82.2\,x\,66.4\,cm.)$ 

\$60,000-80,000

£46,000-60,000 €51,000-68,000

### PROVENANCE:

The artist. with Goupil et Cie., Paris, acquired from the above, 17 May 1876, as *Pensez à Dieu.* with M. Knoedler & Co., New York, acquired from the above, 4 August 1876, as *Pensez à Dieu.* Col. Henry Simpson McComb (1885-1881), Wilmington, Delaware, acquired from the above, 19 January 1877. J. F. McComb, by descent. Elizabeth McComb Mills (1879-1970), his daughter. Elizabeth McComb Peoples (1908-1984), her daughter. By descent to the present owner.



PROPERTY FROM A DISTINGUISHED TEXAS ESTATE

### 121

# NARCISSE-VIRGILE DIAZ DE LA PEÑA (FRENCH, 1807-1876)

### Dix bohémiennes descendant un chemin

signed 'N. Diaz' (lower left) oil on panel 12½ x 9% in. (31.8 x 24.4 cm.)

\$10,000-15,000

£7,600-11,000 €8,500-13,000

### PROVENANCE:

with Doll & Richards, Boston. Royal Chapin Taft (1823-1912), Providence. Anonymous sale; American Art Association, New York, 3 February 1921, lot 40, as *The Bohemians*. with Scott & Fowles Gallery, New York, acquired at the above sale. Anonymous sale; Sotheby Parke-Bernet, New York, 3 June 1971, lot 23, as *The Descent of the Bohemians*. Acquired at the above sale by the present owner.

### LITERATURE:

P. and R. Miquel, *Narcisse Diaz de la Peña: Catalogue raisonné de l'œuvre peint*, Paris, 2006, vol. II, p. 295, no. 1835, illustrated.



PROPERTY OF A FLORIDA COLLECTOR

## 122 ANDERS ZORN (SWEDISH, 1860-1920)

A Swedish Girl in Mora Folk Dress

signed 'Zorn' (lower right) oil on canvas on board 20% x 14½ in. (52.4 x 35.9 cm.)

\$60,000-80,000

£46,000-60,000 €51,000-68,000

#### PROVENANCE:

Private collection, Florida, probably acquired *circa* 1920. By descent to the present owner. The woman in the present painting is wearing the traditional folk dress of the small parish of Mora, in Dalarna Sweden, where Anders Zorn was born and raised. Even today Dalarna is regarded as the most typical and traditional of Swedish landscapes, and the folk dress plays a large part in the area's culture. Zorn, who achieved fame and fortune abroad during his lifetime, also maintained a home in Mora and contributed greatly to the preservation of the area's folk customs and dress, as well their local dialect. Upon his death, Zorn was buried at the Mora church, and his home there is now preserved as the Zornmuseet.

We are grateful to Dr. Johan Cederlund of the Zornmuseet for confirming the authenticity of this work.

## 123 CARL VILHELM HOLSØE (DANISH, 1863-1935)

The Artist's Wife sitting at a Window in a Sunlit Room

signed 'C. Holsøe' (lower right) oil on canvas 32 x 35½ in. (81.3 x 90.2 cm.)

\$100,000-150,000

£76,000-110,000 €85,000-130,000

#### PROVENANCE:

Erik Thune (1893-1983), Philadelphia, by 1954. Private collection, Philadelphia. Anonymous sale; Christie's, New York, 28 October 2015, lot 39. Acquired at the above sale by the present owner.

Carl Vilhelm Holsøe was born in Lyngbye near Arhus in Denmark. He studied at the Royal Academy in Copenhagen between 1882-1884, and later at the *Kunstnernes Studieskole* under Peder Severin Krøyer, the most influential Danish artist of his generation. Much like his friend Vilhelm Hammershøi, who he met at the *Kunstnernes Studieskole*, Holsøe is most celebrated for his depictions of sparse, tranquil interiors, which convey stillness, timelessness, and introspection. Inspired by Dutch 17th century masters like Vermeer, de Hooch, and ter Borch, Holsøe's figures are still and contemplative, caught in their own reverie. Much like Vermeer, Holsøe's paintings are illuminated by natural light, both direct and reflected, and the artist has brilliantly captured the atmospheric local Scandinavian light which gives the painting its ethereal quality.

Like Hammershøi, Holsøe frequently used his wife as both muse and model, though her identity is always concealed. She is depicted with her back to the picture plane or, as in the present painting, with her head turned away from the viewer as she gazes out the window, as though she is being observed unaware. It is her presence which gives the work its haunting tension, making the viewer feel as though intruding on a personal, meditative moment. This sense of mood, heightened by the otherworldly quality of the light, imbues the present work with mystery, gravity and serenity. Though the viewer recognizes the figure of the woman, her stillness also allows her to effectively function as an object amongst the others, creating a small still life on the right hand side of the painting comprised of the woman, the tea set on the table and the plant on the windowsill. While Hammershøi and Holsøe depicted similar subjects in their paintings, Holsøe avoids the symbolic overtones found in Hammershøi's work in favor of scenes which emphasize the simple and narrative beauty of a quiet moment in a quiet room.



### 124

# CARL VILHELM HOLSØE (DANISH, 1863-1935)

Læsende ung Pige signed 'C Holsöe' (lower right) oil on canvas 26 x 24 in. (66 x 61 cm.)

\$60,000-80,000

£46,000-60,000 €51,000-68,000

#### PROVENANCE:

Anonymous sale; Arne Bruun Rasmussen, Copenhagen, 10 May 1973, lot 459, as Interiør med kunstnerens hustru. Private collection, Denmark, acquired circa 1980. Anonymous sale; Sotheby's, London, 15 November 2006, lot 334, as Interiør med kunstnerens hustru (Interior with the Artist's Wife). with The Fine Art Society, London. The Forbes Magazine Collection, New York. Their sale; Christie's, London, 9 December 2014, lot 35, as Interior with the Artist's Wife

Acquired at the above sale by the present owner.

#### EXHIBITED:

Copenhagen, Charlottenborg, Forårsudstillingen, Spring 1927, p. 21, no. 251.

Much like Hammershøi, Holsøe frequently used his wife Emilie as both his muse and model. The artist regularly drew inspiration from his domestic surroundings, taking the softly-lit rooms of his home as his subject and often including Emilie as part of the composition as well. She is generally seen either from the side, as in the previous lot, or from behind as in the present picture, and is seemingly unaware of the presence of the painter, simply going about some quiet task of her day. Holsøe's home as seen in his paintings was a place of warm, idealized domesticity, where the quickly changing outside world was unable to intrude. Only the light reflecting off Emilie's neck and shoulders from the unseen window to her left gives any indication of the existence of a world outside the painting at all. While Hammershøi's paintings are a place of spare austerity, Holsøe emphasizes the cozy richness of the interior in the present work, with framed paintings on the wall and the charming inclusion of a figurine in a kimono on the table, no doubt a quite expensive and exotic item for the time. The tender rendering of the figure of Emilie, particularly in capturing the play of light on her complicated hairstyle, and the artist's decision to bring her quite close to the picture plane, emphasizes her importance in his life and work, and the love he must have felt for her. It is a touching testament to why she remained his favorite subject throughout his career.



## 125 LÉON SPILLIAERT (BELGIAN, 1881-1946)

#### Boomstammen

signed and dated 'Spilliaert 1929' (lower left) watercolor and gouache on prepared board 27% x 19½ in. (70.5 by 49.5 cm.)

\$20,000-30,000

£16,000-23,000 €17,000-25,000

#### PROVENANCE:

Anonymous sale; De Vuyst, Lokeren, 6 March 1999, lot 452. Anonymous sale; Christie's, Amsterdam, 16 December 2014, lot 6, as *Trees*. Acquired at the above sale by the present owner.

#### EXHIBITED:

Antwerp, Galerie Ronny van de Velde, *Léon Spilliaert*, 13 November 1998-23 January 1999, no. 137.

#### LITERATURE:

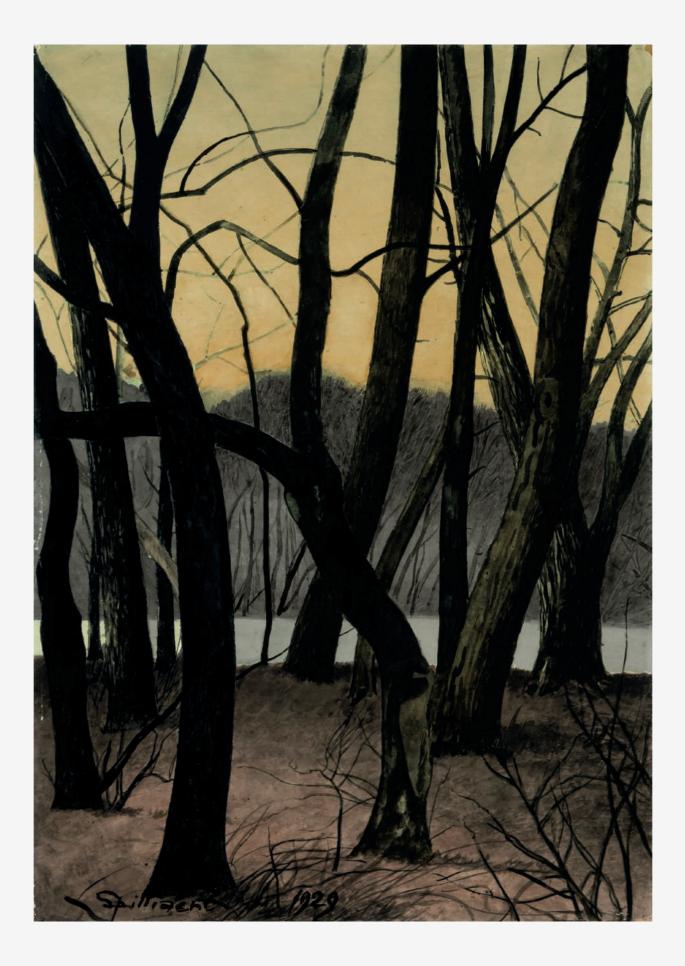
A. Adriaens-Pannier, *Léon Spilliaert of de schoonheid van een wijs hart*, Antwerp 1998, pp. 255, 281, 289, no. 137, illustrated.

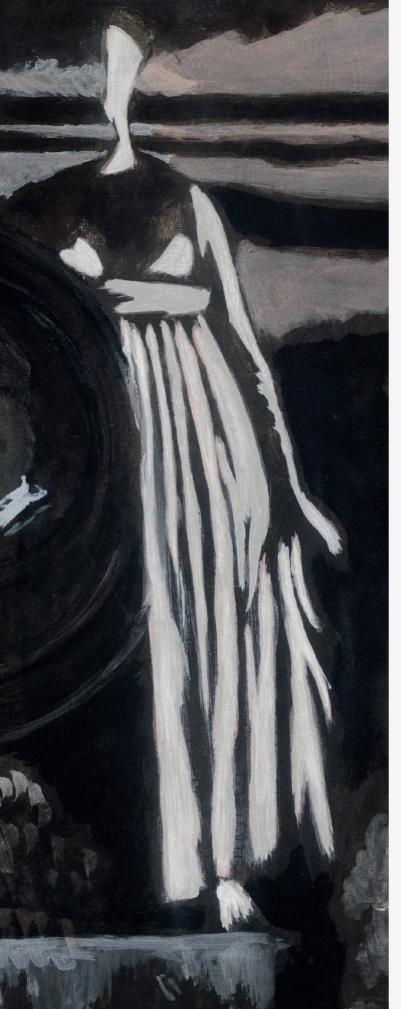
Born in 1881 in Ostend, on the coast of the North Sea, Léon Spilliaert developed an interest in art at an early age. As a young man, Spilliaert was prone to anxiety and stomach ulcers, which resulted in periods of insomnia. During these bouts, he would wander the streets and quays of the coastal town, painting inky sketches of streetlights reflected in the water. From these early sketches to the creation of his first dated work in 1899 until his death in 1946, Léon Spilliaert dedicated his life to his art.

Though born into a family of means, Spilliaert eschewed formal artistic training, having only spent a few months at the *Tekenacademie* in Bruges in 1899. Shortly thereafter, at the age of 21, Spilliaert moved to Brussels and began working for the editor Edmond Deman as an assistant. Deman was the primary publisher of works by Symbolist writers and poets in France and Belgium and employed artists to provide illustrations. Through working for Deman, Spilliaert found himself immersed in the Symbolist movement and the philosophy they espoused. Deman introduced the young artist to the works of James Ensor, Fernand Khnopff, Odilon Redon, Félicien Rops, and Théo Van Rysselberghe, and poets such as Camille Lemonnier, Maurice Maeterlinck and Emile Verhaeren. Through these associations, Spilliaert began to explore the creative possibilities between literature and art, producing hundreds of illustrations for Damen to publish.

In the first decade of the 20th Century, Spilliaert synthesized his own form of Symbolism, infused with Expressionism, although the symbols are all his own and the imagery more direct. Spilliaert's works, often rendered in watercolor, pencil, pastel, and/or ink, are bold compositions of flat areas of color that hint of abstraction, sometimes with bright colors but more often in monochrome black ink washes. The other-worldly, psychological visions he creates are often unsettling, leading the viewer into a dreamscape, though this could not be further from his vision. In his own words, Spilliaert described his process: 'Before I put down a colour, a figure, animal, or object I think about it, I reason with myself. My imagination does not help me create paintings; in the end it plays a very minor part. To create a work, I absolutely have to have seen the setting, that I will then transpose in my own way, that I will transform and even deform.' (per Henri Storck, in A. Adriaens-Pannier and N. Hostyn, *Spilliaert*, Ludion, 1996, p. 45).

We are grateful to Dr. Anne Adriaens-Pannier for confirming this authenticity of this work, which will be included in her forthcoming Léon Spilliaert *catalogue raisonné* now in preparation.





## 126 LÉON SPILLIAERT (BELGIAN, 1881-1946)

#### Aurore. Femme et locomotive

signed 'L. Spilliaert' (lower left); dated '1925' (lower right) goauche, wash and ink on paper 21% x 16 in. (55.6 x 40.6 cm.)

\$25,000-35,000

£19,000-26,000 €22,000-30,000

#### PROVENANCE:

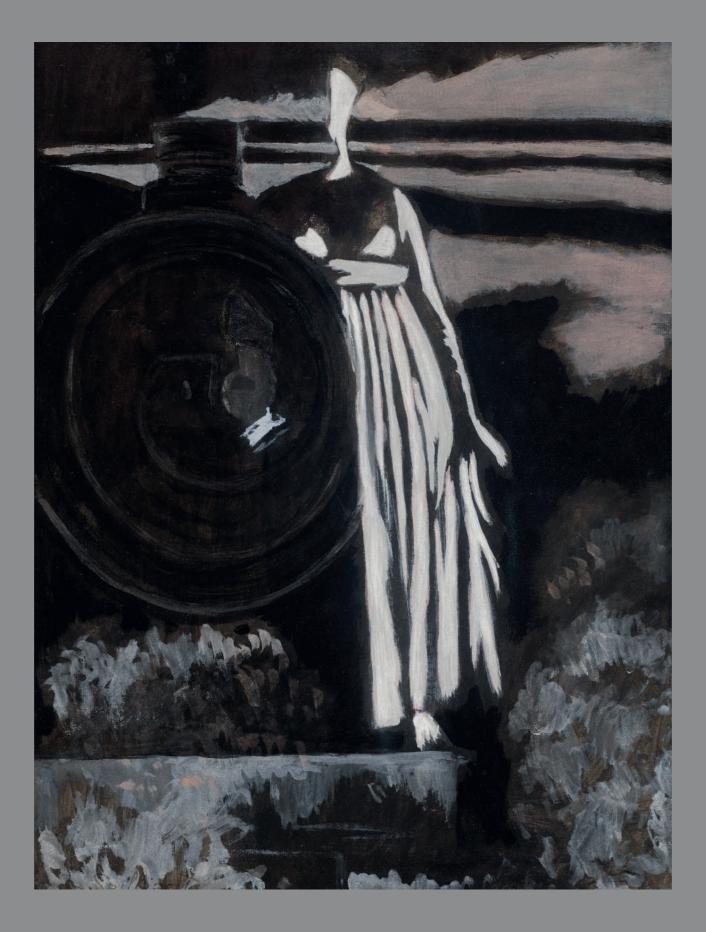
with Campo & Campo, Antwerp. with Galerie Tzwern-Aisinber Fine Arts, Brussels. Anonymous sale; Sotheby's, Amsterdam, 31 May 1995, lot 405, as *Femme à la locomotive*. Chantal (b. 1938) and Guy (1938-2012) Heytens, Monte Carlo. Private collection, Brussels. Anonymous sale; Christie's, Paris, 26 March 2014, lot 32. Acquired at the above sale by the present owner.

### EXHIBITED:

Amsterdam, Arti et Amicitiae, Vlaamse Kunst te Amsterdam, January 1978, no. 128, as Vrouw en locomotief.

For a note on this artist, please see lot 125.

We are grateful to Dr. Anne Adriaens-Pannier for confirming this authenticity of this work, which will be included in her forthcoming Léon Spilliaert *catalogue raisonné* now in preparation.





## 127 FERNAND KHNOPFF (BELGIAN, 1858-1921)

### Reine nue

signed 'FERNAND KHNOPFF' (center right) colored crayons and pencil on paper on canvas 19% x 21% in. (49.2 x 54.9 cm.) Executed *circa* 1910.

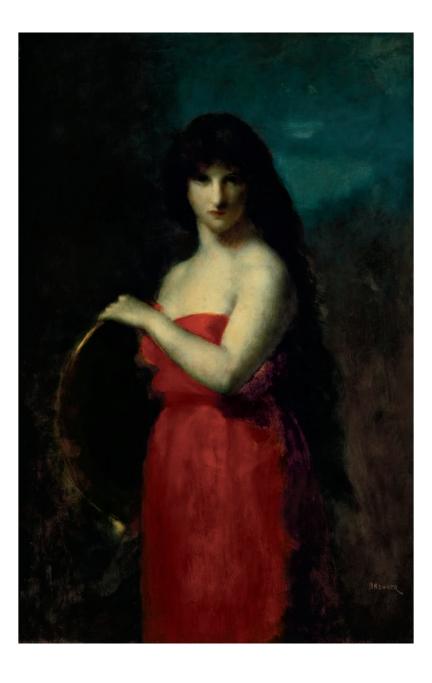
\$40,000-60,000

£31,000-45,000 €34,000-51,000

#### EXHIBITED:

Tokyo, Bunkamura Museum, *Fernand Khnopff 1858-1921*, 8 June-8 July 1990, also Himeji, Municipal Art Museum, 14 July-12 August 1990, Nagoya, City Art Museum, 18 August-30 September 1990, Yamanashi, Museum of Art, 7 October-11 November 1990, no. 98, illustrated.

We are grateful to Gisèle Ollinger-Zinque for confirming the authenticity of this work, which is recorded as number 480 bis in her Fernand Khnopff *catalogue raisonné*.



PROPERTY FROM A FAMILY COLLECTION

### 128

# JEAN-JACQUES HENNER (FRENCH, 1829-1905)

Salomé, variante tardive

signed 'JJ Henner' (lower right) oil on canvas 39 x 26 in. (99.1 x 66 cm.) Painted *circa* 1903.

\$25,000-35,000

£19,000-26,000 €22,000-30,000

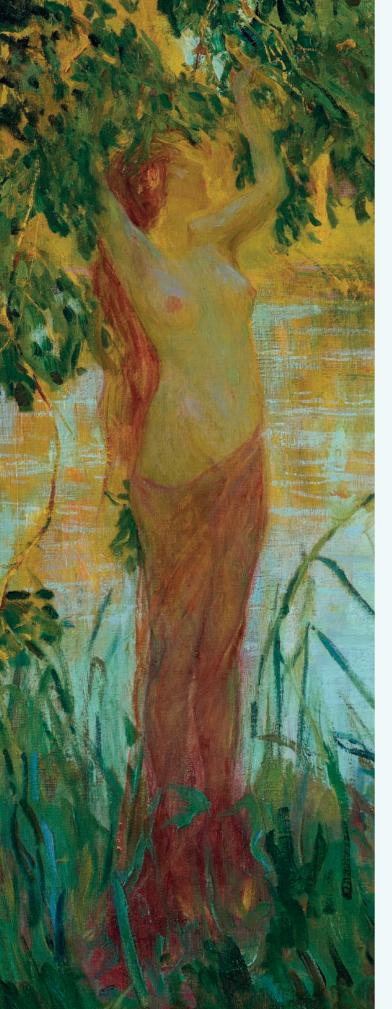
#### PROVENANCE:

J. J. Carnaud, France. His sale; Hôtel Drouot, Paris, 31 March 1911, lot 12, as *Hérodiade*. Eugène Camille Lambert (1871-1848), Nice. María Antonia Netto de Mendilaharsu (1861-1949), Nice and Montevideo, acquired from the above, 14 April 1924. By descent to the present owner.

#### LITERATURE:

Gazette de l'Hôtel Drouot, 31 March 1911. I. de Lannoy, Jean-Jacques Henner 1829-1905, thèse dactyl., École du Louvre, 1986, unpublished, p. 1165. I. de Lannoy, Catalogue raisonné Jean-Jacques Henner, Abbeville, 2008, vol. 2, p. 90, no. C.898.

We are grateful to Isabelle de Lannoy for her assistance with cataloguing this work, and for confirming its authenticity.



129

## GASTON LA TOUCHE (FRENCH, 1854-1913)

Nymphe près d'une pièce d'eau signed 'GASTON LA · TOUCHE' (lower right) oil on canvas 31% x 25½ in. (81 x 64.8 cm.)

\$20,000-30,000

£16,000-23,000 €17,000-25,000

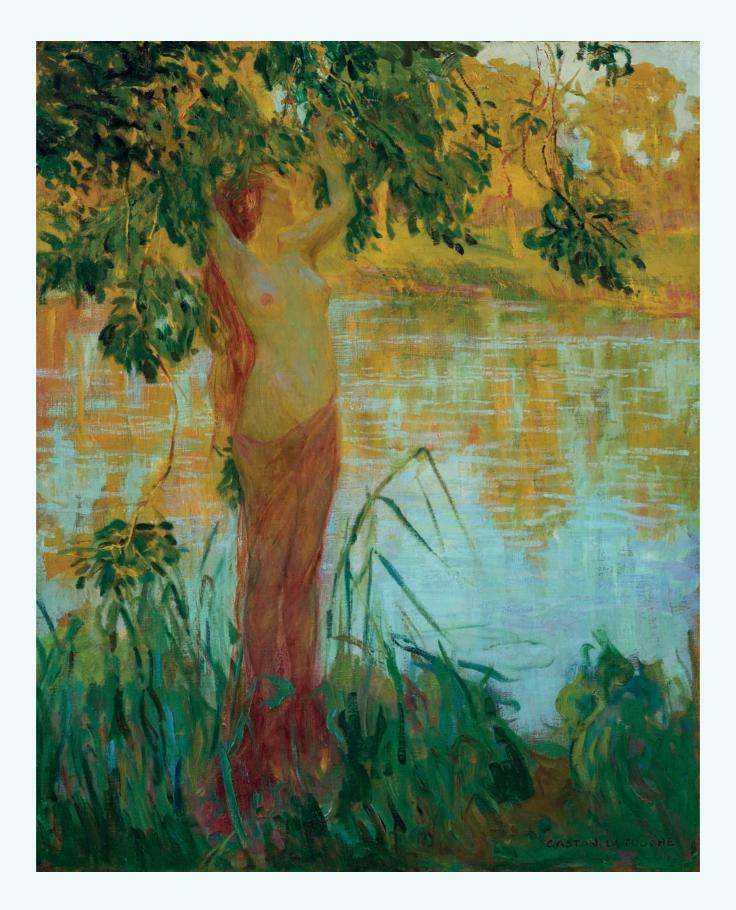
#### PROVENANCE:

Maxime Maufra (1861-1918), Paris and Brittany. C. W. Boise, Esq. Manoukian collection. Private collection, UK, by 2009.

#### LITERATURE:

S. B. Maclennan, *Gaston La Touche: A Painter of Belle Époque Dreams,* Woodbridge, 2009, pp. 84-85, pl. 66, illustrated.

We are grateful to Roy Brindley and Selina Baring MacLennan for confirming the authenticity of the work which will be included in their forthcoming Gaston La Touche *catalogue raisonné*.





## 130 LUCIEN LÉVY-DHURMER (FRENCH, 1865-1953)

Hera, Aphrodite, and Athena

signed and dated 'Lévy-Dhurmer/1914' (lower right) oil on shaped canvas 90 x 119 in. (228.6 x 302.3 cm.)

\$150,000-250,000

£120,000-190,000 €130,000-210,000

#### PROVENANCE:

Auguste Rateau (1863-1930), Paris, commissioned from the artist. Anonymous sale; Sotheby's, London, 30 November 1972, lot 26, as *Poetesse et ses Muses*. with Michel Dumez-Onof Gallery, London, acquired at the above sale. Anonymous sale; Hôtel Drouot, Paris, 2 June 1988, lot 27, as *La Beauté*,

la Sagesse et l'Insouciance.

Acquired at the above sale by the present owner.



Lucien Lévy-Dhurmer was one of the leading figures of both the Symbolist and Art Nouveau movements around the turn of the 20th century. Throughout his long career, Lévy-Dhurmer constantly experimented with different artistic techniques, moving effortlessly between them in a way few artists achieve. He was at once a ceramicist, painter, pastelist, and furniture designer, proving himself to be a true *ensemblier*. Around 1910, the artist became interested in combining these different skill sets through designing interiors, resulting in the commission for the present work as part of the design program for the home of his friend Auguste Rateau. Rateau was an engineer who manufactured turbo and internal combustion engines and was a member of the *Académie des Sciences* as well as an art connoisseur with a particular interest in the Art Nouveau movement.

The interior design of Rateau's *hôtel particulier*, located at 10 bis Avenue Élysée-Reclus, only steps from the Eiffel Tower, was given over to Lévy-Dhurmer's artistic supervision with assistance from the architect Lucien Hesse. The different rooms of the house, including two salons, a library, a study, and the famous *Wisteria Dining Room*, preserved intact in the Metropolitan Museum of Art (fig. 1), were all designed in the Art Nouveau style and each was given unique and unified theme. The wisteria theme of the dining room, chosen by Madame Rateau, was intended to convey a sense of welcoming traditionally associated with the flower, and Rateau's study was appropriately decorated with a frieze of stylized turbines and engine parts. Though only the *Wisteria Dining Room* remains intact, it illustrates the artist's passionate devotion to the theme of each room – the wisteria theme is expressed in details as small as the drawer pulls and the custom designed carpet. The room stands as a testament to Lévy-Dhurmer's skill at designing a complete and harmonious environment by bringing together the many different media in which he could work.

Unfortunately because the Rateau interior was a very late example of the Art Nouveau style there is scant detail about exactly which room in the home the present work, and its companion lot (see lot 131) might have been designed for. With their identical size and shape, close dates, and mythological themes, it seems very likely that they originate from the same design program, and would have probably been intended to be set into wood paneling in the home in the way the *Wisteria* paintings are. In 1950, the apartment was rented on an eighteen-year lease to Monsieur René de Montaigu, with the stipulation that he purchase the Art Nouveau woodwork and furnishings at the time of the lease signing. The dining room was purchased by the Metropolitan Museum of Art in 1966, and elements from other rooms of the apartment were later sold at public auction in Paris.

(fig. 1): Lucien Lévy-Dhurmer, Wisteria Room, 1910-14. Metropolitan Museum of Art, New York.







## 131 LUCIEN LÉVY-DHURMER (FRENCH, 1865-1953)

### Les trois Parques

signed and dated 'Lévy-Dhurmer/1913' (lower left) oil on shaped canvas 91 x 118 in. (231.1 x 299.7 cm.)

\$100,000-150,000

£76,000-110,000 €85,000-130,000

#### PROVENANCE:

Auguste Rateau (1863-1930), Paris, commissioned from the artist. Anonymous sale; Sotheby's, London, 30 November 1972, lot 27, as *Trois Muses et le Laboureur.* with Michel Dumez-Onof Gallery. London, acquired at the above sale.

with Michel Dumez-Onof Gallery, London, acquired at the above sale. Anonymous sale; Hôtel Drouot, Paris, 2 June 1988, lot 26. Acquired at the above sale by the present owner.

For a note on this lot, please see lot 130.



## 132 LUCIEN LÉVY-DHURMER (FRENCH, 1865-1953)

#### Femme nue

signed 'L. Lévy Dhurmer' (lower left) oil on canvas 25% x 17% in. (64.5 x 45.4 cm.)

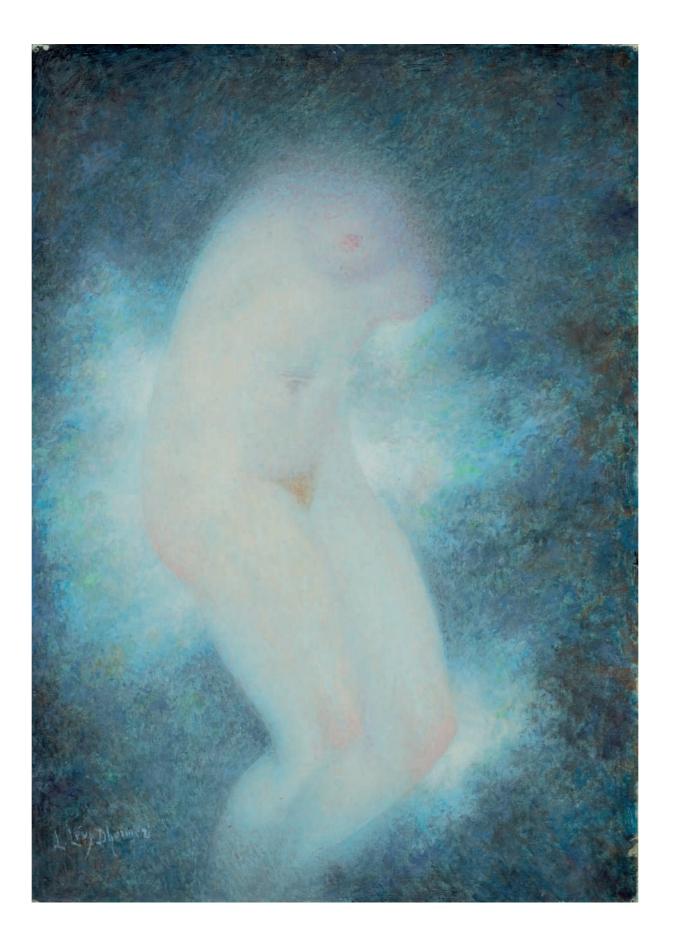
\$40,000-60,000

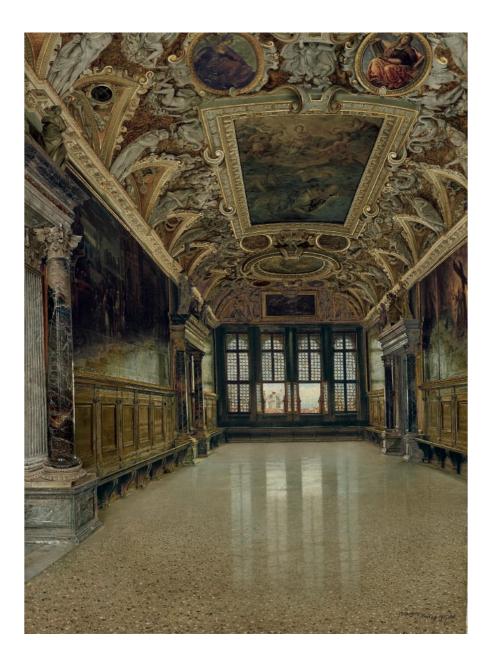
£31,000-45,000 €34,000-51,000

#### PROVENANCE:

Acquired by the present owner in Lyon circa 1980.

Though primarily a solitary artist, Lévy-Dhurmer found commonality with the artists, writers, and musicians of the Symbolist movement, which formed to provide an intellectual alternative to the purely visual painting of the Impressionists. The Symbolists chose subject matter which would suggest complex emotional and spiritual ideas rather than compositions that could be immediately understood. After about 1900, Lévy-Dhurmer's art begins to blur the lines between painting, music and poetry, and seeks to find ways to express the complex emotional and lyrical essence of these arts in his paintings. The result was a group of paintings and pastels in which the artist layered nuances of color and texture create a hazy, melodic atmosphere rather than concrete form or composition. The present work is part of a series of works in oil and pastel that the artist undertook around this time in which he sought to embody the auditory impressions created by the music of Beethoven, Fauré and Debussy through the female anatomy. Works like *La Marche Funèbre*, at the Musée des Beaux-Arts, Brest and *The Appassionata*, at the Petit-Palais, Paris, are some of the best known of the other works in this series.





PROPERTY FROM A NEW YORK PRIVATE COLLECTION

#### 133

# JOSEF THEODOR HANSEN (DANISH, 1848-1912)

### The Sala delle Quattro Porte, Doge's Palace, Venice

signed and dated 'J.T. Hansen./Venezia 1905-06.' (lower right) oil on canvas 29½ x 21‰ in. (74.9 x 54.9 cm.)

20/2 × 21/8 III. (/4.0 × 04.0)

\$15,000-20,000

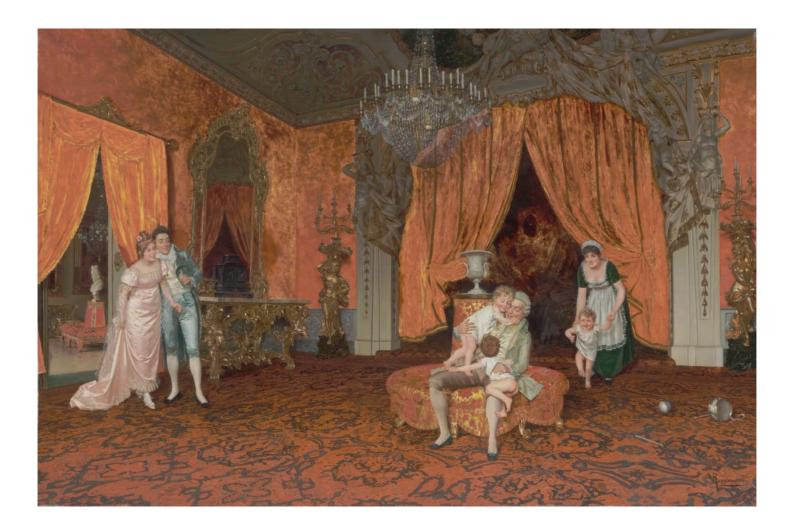
£12,000-15,000 €13,000-17,000

#### PROVENANCE:

Anonymous sale; Sotheby's, New York, 16 February 1995, lot 143, as *The Sala delle Quattro Porte*.

Acquired at the above sale by the present owner.

With work by artists including Tintoretto, Titian and Tiepolo, the decorations of the Sala delle Quattro Porte were designed to illustrate the story of the foundation of Venice, its historical independence, and the traditional ideals of Venetian society. Inspired by his predecessors from the Golden Age of Danish painting like Kobke, Rorbye and Eckersberg, Hansen traveled throughout Europe painting the grand interiors he encountered on his visit. The present work incorporates the Copenhagen School's distinctive luminosity, compositional minimalism and balance, and the artist's particularly finely detailed execution.



## 134 VITTORIO REGGIANINI (ITALIAN, 1858-1939)

Goodnight signed 'VReggianini' (lower right) oil on canvas 37¼ x 55¼ in. (94.6 x 140.3 cm.)

\$20,000-30,000

£16,000-23,000 €17,000-25,000

#### PROVENANCE:

with Alfredo Candida & Co., Florence. Edgar Bristow Hughes (1866-1951), Hackney, Australia. H. Bristow Hughes, Culla, Australia, gifted by the above, 1917. Anonymous sale; Megaw & Hogg, Adelaide, 28 April 1993, lot 200. Private collection, South Australia. Anonymous sale; Leonard Joel, South Yarra, 20 March 2018, lot 154. Acquired at the above sale by the present owner.

The Hughes family, to whom this painting belonged around the turn of the century, were pioneering pastoralists during the early days of the English colony of South Australia, and would become one of the area's most important families. The Hughes family owned the grand home *Athelney* in Hackney, where they played host to Prince Alfred, Duke of Edinburgh, on his tour of Australia in October 1867.



THE DESMARAIS COLLECTION: A PIED-À-TERRE IN NEW YORK

## 135 ÉDOUARD-LOUIS DUBUFE (FRENCH, 1820-1883)

### Portrait of Madame Charton-Demeur

signed and dated 'E. Dubufe/1849' (lower left) oil on canvas 44½ x 31 in. (113 x 78.7 cm.)

44% X 31 III. (113 X 78.7 CIII.)

\$30,000-50,000

£23,000-38,000 €26,000-42,000

#### PROVENANCE:

Anonymous sale; Phillips, London, 5 July 1988, lot 24, as A Portrait of Madame Chardon, Three-Quarter Length, in a Silk Gown. with Didier-Aaron, Paris.

Acquired from the above by the present owner, 27 October 1999.

Both the father and the son of well-known painters, Édouard Dubufe was himself a student of Paul Delaroche. Like his teacher, he painted flattering portraits worked up to a high degree of finish. The artist lived in England from 1848 to 1851 and was also influenced by the great English portraitists during his stay. The present work was painted during this English period, and depicts the French soprano Anne-Arsene Charton (1827-1892).

In addition to the present portrait, Dubufe also undertook a second version of the portrait of Madame Charton-Demeur, identical in pose and dress to the present work, but with a more elaborate outdoor setting with a distant landscape. The artist exhibited a *Portrait de Madame C...* at the 1852 *Salon*, but it is unknown if this exhibited work was the present picture or the more elaborate version.



## 136 CHARLES LOUIS BAUGNIET (BELGIAN, 1814-1886)

The Repentant Daughter signed 'C Baugniet' (lower left) oil on panel 35½ x 46½ in. (90.2 x 117 cm.)

\$30,000-50,000

£23,000-38,000 €26,000-42,000

PROVENANCE:

Jayne McKeone (1924-2016), Wilmette, Illinois. Acquired from the estate of the above by the present owner, 2018.



PROPERTY FROM A NEW YORK COLLECTION

# 137 JULES SCALBERT (FRENCH, 1851–1928)

## Le bord de la Marne

signed 'J. Scalbert' (lower right) oil on canvas 51¼ x 77¼ in. (130.2 x 196.2 cm.) Painted *circa* 1883.

\$60,000-80,000

£46,000-60,000 €51,000-68,000

#### PROVENANCE:

Anonymous sale; Phillips, New York, 10 May 1979, lot 112, as *On the Seine near Paris.* Acquired at the above sale by the present owner.

**ехнівітер:** Paris, *Salon*, 1883, no. 2179.

**ENGRAVED:** Braun et Cie., Paris, 1887, as *Les bords de la Marne*.





## 138 EUGÈNE GALIEN-LALOUE (FRENCH, 1854-1941)

#### Défilé de carnaval à la Madeleine

signed 'E. Galien-Laloue' (lower left) gouache and pencil on card 7½ x 12¼ in. (19.1 x 31.1 cm.) Executed *circa* 1895.

\$12,000-18,000

£9,100-14,000 €11,000-15,000

#### PROVENANCE:

with Galerie Leymarie, Paris. with Jane Kahan Gallery, New York.

#### LITERATURE:

N. Willer, *Eugène Galien Laloue: Catalogue Raisonné Volume I*, New York, 1999, p. 119, no. 93, illustrated.

### 139

## NORBERT GOENEUTTE (FRENCH, 1854-1894)

### Le marché aux fleurs

signed 'Norbert Goeneutte' (lower left) oil on panel 18% x 14% in. (46 x 37.5 cm.) Painted *circa* 1888.

\$40,000-60,000

£31,000-45,000 €34,000-51,000

#### PROVENANCE:

Acquired by a Danish collector in France in the 1930s. By descent to the present owner.





PROPERTY FROM A PRIVATE COLLECTION

### 140

# LUIGI LOIR (FRENCH, 1845-1916)

Porte des Ternes signed 'LOIR LUIGI' (lower right) oil on canvas 15 x 22 in. (38.1 x 55.9 cm.)

\$30,000-50,000

£23,000-38,000 €26,000-42,000

#### PROVENANCE:

Anonymous sale; Christie's, New York, 23 April 2002, lot 11, as *La porte des Ternes, Paris.* Acquired at the above sale by the present owner.

**ехнівітер:** Paris, *Salon*, 1877, no. 1347.

LITERATURE: N. Willer, *Luigi Loir: Peintre de la Belle Époque à la Publicité, Catalogue raisonné*, vol. I, Carmel, 2004, pp. 24, 114, illustrated.

# 141 MATHURIN MOREAU (FRENCH, 1822-1912)

### Libellule

signed 'Math. Moreau'; with plaquette engraved 'LIBELLULE/ PAR MATHURIN MOREAU/ GRAND PRIX DU SALON' marble 33½ in. (85 cm.) high Executed *circa* 1900.

\$12,000-18,000

£9,100-14,000 €11,000-15,000



## 142 JACQUES-ÉMILE BLANCHE (FRENCH, 1861-1942)

Désirée Manfred sur une bergère, The Summer Girl

signed 'J. E. Blanche.' (lower right) oil on canvas 62¼ x 46¾ in. (158.1 x 118.6 cm.) Painted *circa* 1904.

\$100,000-150,000

£76,000-110,000 €85,000-130,000

#### PROVENANCE:

Anonymous sale; Tajan, Paris, 21 December 2000, lot 5, as Désirée Manfred.

#### EXHIBITED:

London, The New Gallery, The Fifth Exhibition of the International Society of Sculptors, Painters, and Gravers, 1905, no. 731, as The Summer Girl.

#### LITERATURE:

'International Exhibition Supplement, The Fifth Exhibition of the International Society of Sculptors, Painters and Gravers,' *The Connoisseur, An Illustrated Magazine for Collectors*, vol. 11, January-April 1905, pp. 131-132, illustrated, as *The Summer Girl*.

'The International Exhibition, The International Society of Sculptors, Painters, and Gravers,' *The Studio, An Illustrated Magazine of Fine and Applied Art,* vol. 34, 1905, pp. 156, 163, as *The Summer Girl.* 

The Illustrated London News, 1905, illustrated, as The Summer Girl.

J. Roberts, Jacques-Émile Blanche, Paris and London, 2012, pp. 76-77, illustrated.

Jacques-Émile Blanche was born in Paris and raised in the fashionable suburb of Poissy. He spent his youth in a house that once belonged to the Princesse de Lamballe and he was educated in an atmosphere of culture and refinement. He was the grandson of the celebrated physician Émile Antoine Blanche who treated the elite of Paris, among them the poet Gerard de Nerval. From an early age, Blanche was exposed to the literary and artistic luminaries of late 19th century Paris, and he was comfortable in the company of famous artists, musicians, writers and socialites. He spent some time in the studio of Henri Gervex, and won a gold medal at the *Exposition universelle* of 1900. He regularly exhibited at both the Paris *Salon* and in London and was made a Commander of the Legion of Honor that same year. Blanche was himself a man of letters who published novels (more or less autobiographical) which, like his paintings, give insight to the manners and mores of the social elite of the *Belle Époque. Portraits of a Lifetime* was published in 1937, and its sequel *More Portraits of a Lifetime* which was published the following year were essentially chronicles of life in and about Paris around the turn of the century. Doubtless, the artist drew upon his social and artistic interaction with the cream of Parisian and London society as a basis for his novels, and his insight into the personalities of his subjects as an artist is clearly reflected in his writing.

Blanche was in enormous demand as a portraitist on both sides of the Channel. He traveled to England regularly beginning in 1884 and was a friend of John Singer Sargent. He would have known Sargent in Paris, where his sitters included Jean Cocteau, Andre Gide, Edgar Degas, Claude Debussy, Maeterlinck, Paul Claudel, and Colette among others. His English sitters are no less distinguished, among them James Joyce, Henry James, Aubrey Bearsly and D. H. Lawrence. Blanche appears as a character in Mabel Dodge Luhan's memoirs and Arnold Bennet's diary. He counted among his friends Stephane Mallarmé, Thomas Hardy and King Edward VII.

During the last quarter of the 19th century and the first decade of the 20th, painting and the decorative arts adapted to the elegance and sophistication of the lives that were led by the wealthy. Much of the wealth derived from the expansion of industry in Europe at a time of great economic growth, and even more came from the ever increasing spending power of rich patrons of art from North America who themselves wanted to take back across the Atlantic a taste of the splendor that was Europe. Of all the genres of art, the one which is the most reflective of this golden age is that of portraiture. The great artistic luminaries of this age were all portrait painters: John Singer Sargent, James Abbott McNeill Whistler, James Jebusa Shannon, Giovanni Boldini and Jacques-Émile Blanche. This was the grand age of portraiture and Paris and London were its epicenters. These portraits offer the modern viewer a glimpse into the Gilded Age, an age of glamorous women, dashing men and beautiful children, all depicted in opulent surroundings. This was also an age of astounding literary achievement and there was no better way to immortalize authors than through portraiture. Blanche in particular painted a number of contemporary authors and these portraits are executed with a sensitivity which could only be mustered by this *peintre-ecrivain*.

Dated by Jane Roberts to *circa* 1904, this painting portrays one of Blanche's favorite models seated on the arm of a delicate *fauteuil*. The work is also known by the title *The Summer Girl*, which is was exhibited under in London in 1905. The subject is Desirée Manfred, who Blanche painted no fewer than fifty times. Blanche was first asked to paint her by her mother when she was a beautiful child of about ten. The author Maurice Barrès, a friend of the artist, saw the young girl in Blanche's studio and was so entranced that he made her the heroine of his novel, *Bérénice*. Blanche painted her for Barrès once more, dressed as Cherubino, the young page from Mozart's *Marriage of Figaro* (Musée de Rheims).

We are grateful to Jane Roberts for confirming the authenticity of this work, which will appear as no. 144 in her forthcoming Jacques-Émile Blanche *catalogue raisonné*, to be published in 2019.





PROPERTY FROM A FAMILY COLLECTION

### 143

# VOJTECH ADALBERT HYNAIS (AUSTRIAN, 1854–1925)

### Woman in a Feathered Hat

signed and dated 'Hynais/Paris/1881.' (center right) oil on canvas 24 x 18½ in. (61 x 47 cm.)

\$10,000-15,000

PROVENANCE:

María Antonia Netto de Mendilaharsu (1861-1949), Nice and Montevideo, acquired *circa* 1925. By descent to the present owner.

£7,600-11,000 €8,500-13,000



PROPERTY FROM A NORTHEASTERN COLLECTION

# 144

# LOUIS BÉROUD (FRENCH, 1852-1930)

La Place de la République signed and dated 'Louis Beroud./1881.' (lower left) oil on canvas 31¾ x 39½ in. (80.6 x 100.3 cm.)

\$60,000-80,000

PROVENANCE:

with Galleries Maurice Sternberg, Chicago. Anonymous sale; Sotheby's, New York, 26 October 1983, lot 54. Acquired at the above sale by the present owner.

£46,000-60,000 €51,000-68,000





### 145

# HIPPOLYTE CAMILLE DELPY (FRENCH, 1842-1910)

Le Pont neuf et le quai des Orfèvres de la place du Pont neuf

signed and dated 'H. C. Delpy. 75.' (lower left) oil on canvas 28% x 49 in. (73 x 124.5 cm.)

\$40,000-60,000

£31,000-45,000 €34,000-51,000

**PROVENANCE:** Private collection, Italy. PROPERTY FROM A PRIVATE COLLECTION

# 146 WILLEM KOEKKOEK (DUTCH, 1839-1885), HERMANUS KOEKKOEK (DUTCH, 1815-1882)

A Busy Street on a Sunny Day in a Dutch Town

signed and dated 'W. Koekkoek/figures by/H. Koekkoek 1867' (lower left) oil on canvas

33 x 48¼ in. (83.8 x 122.6 cm.)

\$180,000-220,000

£140,000-170,000 €160,000-190,000

#### PROVENANCE:

The Hoosac School, Hoosick, New York.

Their sale; Sotheby Parke-Bernet, New York, 29 May 1980, lot 248,

illustrated on the cover, as A Busy Street, Summer.

Anonymous sale; Sotheby's, London, 19 October 1984, lot 14, as *Figures in a Dutch Town*.

Anonymous sale; Sotheby's, Amsterdam, 6 November 1990, lot 231,

as Figures in a street of a Dutch Town in Summer.

Anonymous sale; Christie's, Amsterdam, 23 October 2001, lot 185.

Acquired at the above sale by the present owner.

Willem Koekkoek was the second son of the marine painter Hermanus Koekkoek Sr., with whom he painted the present lot in 1867. Trained by his father, Willem's work was praised for his elaborate Dutch town views enriched with numerous figures. The present lot is a wonderful example of Willem's talent for rendering idealistic views of typical Dutch towns, echoing the splendor of the Dutch Golden Age.

Although the street scene looks authentic, the present lot is a *capriccio*: an architectural reconstruction of numerous elements of historical towns which Koekkoek had visited around the Netherlands. Imaginary town views can be found in the work of many of the Dutch romantic painters, like Cornelis Springer and Adrianus Eversen, whose romantic inclinations drove them to compose the 'ideal' Dutch town according to their personal taste. Although the majority of Willem Koekkoek's works are imaginary street scenes, he also painted some real life towns such as Enkhuizen, Utrecht, Haarlem and Breda. Primarily, the artist strived to achieve the most attractive and balanced composition. An important aspect of Willem's work is the way he captures the light of a summer's day - brightly illuminating some parts of the composition and creating deep shadows in others. Koekkoek's strong contrast between the light and shadow also creates a *repoussoir* out of the shadowed left-hand foreground corner of the work, a technique which also invokes the Dutch Golden Age painters.

Willem Koekkoek was twenty-eight years old when he painted the present lot together with his father. Willem was less skilled in rendering figures than Hermanus, and asked his father to contribute the staffage. This sizeable canvas is signed by Willem Koekkoek on behalf of both artists and inscribed with the words 'figures by Hermanus Koekkoek', probably because the picture was meant for the English art market, as Koekkoek's younger brother Hermanus Jr. operated a gallery in London which sold the works of their family members.







PROPERTY FROM A PRIVATE COLLECTION

### 147 JAN JACOB SPOHLER (DUTCH, 1811-1866)

Figures Skating on a Frozen Lake signed 'JJ. Spohler f.' (lower left) oil on canvas 25 x 32½ in. (63.5 x 82.6 cm.)

\$50,000-70,000

£38,000-53,000 €43,000-59,000

**PROVENANCE:** with W. H. Patterson, London. Acquired by the present owner, 2000.





PROPERTY FROM A PRIVATE COLLECTION

### 149

# BENJAMIN WILLIAMS LEADER, R.A. (BRITISH, 1831-1923)

### Where Peaceful Waters Glide

signed and dated 'B.W. LEADER. 1898.' (lower left); signed with initials and titled 'BWL. Where peaceful waters glide' (on the stretcher) oil on canvas

43 x 71 in. (109.2 x 180.3 cm.)

\$50,000-70,000

£38,000-53,000 €43,000-59,000

### PROVENANCE:

The artist.

with Thomas Agnew & Sons, London, acquired from the above, 28 March 1898.

Robert Dunkinfield Darbishire (1826-1908), acquired from the above, 21 December 1898.

with Peter Nahum at the Leicester Galleries, London.

Anonymous sale; Sotheby's, London, 5 November 1997, lot 100. Acquired at the above sale by the present owner.

#### EXHIBITED:

London, Royal Academy, 1898, no. 309.

#### LITERATURE:

L. Lusk, 'The Life and Work of B. W. Leader, R. A.', *Art Annual: The Christmas Number of the Art Journal*, London, 1901, p. 22, 27, illustrated. F. Lewis, *Benjamin Williams Leader, R.A., 1831-1923*, Leigh-on-Sea, 1971, p. 47, no. 431. R. Wood, *Benjamin Williams Leader R.A. 1831-1923: His Life and Paintings*,

R. Wood, Benjamin Williams Leader R.A. 1831-1923: His Life and Paintings, Woodbridge, 1998, p. 130.

Exhibited in the year that Leader was elected a Royal Academician, *Where Peaceful Waters Glide* depicts the the River Conway at Betws-y-coed in Wales, a part of the Welsh countryside that the artist particularly favored. North Wales was a favorite sketching ground for Leader. He visited it almost every summer from the late 1850s until 1889: 'The scenes of these studies he has found in England, Wales, and Switzerland, are as varied in character as they are conscientious and masterly in execution. The various aspects of morning, noon, and night, have all been carefully noted' (*The Art Journal*, 1879, p. 13).

Leader constantly reiterated that his aim was to 'copy nature and its effects.' In this scene he has captured the effects of the low setting sun over the craggy Snowdonian landscape. Careful attention has been paid to the fine details throughout the large-scale picture, without detracting from the harmony and balance of the composition as a whole. The artist has captured the distant atmospheric landscape, the fine detail of the immediate foreground, and the brilliantly executed reflection in the water with aplomb befitting a Royal Academy picture. The overall effect is one of contemplative stillness, showing the beautiful, peaceful valley at the close of day and yet also seemingly separate from the passage of time.







PROPERTY OF A NORTHERN COLLECTOR

### 150

# JOHN ATKINSON GRIMSHAW (BRITISH, 1836-1893)

Street Scene in Moonlight

signed and dated 'Atkinson Grimshaw 1875' (lower right) oil on board 4% x 11½ in. (11.4 x 29.2 cm.)

\$30,000-50,000

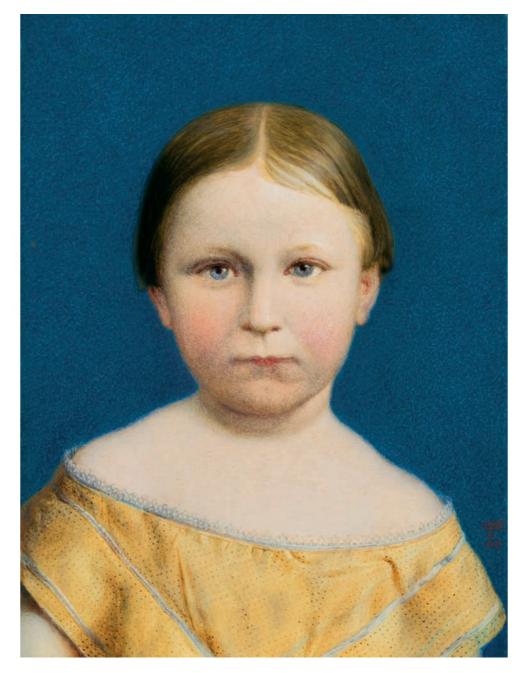
£23,000-38,000 €26,000-42,000

#### PROVENANCE:

(possibly) with F. Watson & Co., Leeds. Dick McIlquham and Kathleen 'Kit' Livingston McIlquham (1927-2010), Kingston, Ontario. Their sale; Thomas Quirk Fine Art, Kingston, Ontario, 14 July 2018, lot 19. Acquired at the above sale by the present owner.

Alexander Robertson has suggested that the structure of the building in the present work may have been inspired by the John Harrison Almshouses in Leeds, the city of Grimshaw's birth, and was perhaps commissioned from the artist by a local citizen.

We are grateful to Alexander Robertson for his help in preparing this catalogue entry.



PROPERTY FROM A MIDWESTERN COLLECTION

### 151

# WILLIAM JAMES WEBBE (BRITISH, 1830-1904)

### Portrait of the Artist's Daughter

signed with the artist's monogram and dated 'W.J.W./1859.' (lower right) oil on paper on panel 7% x 6 in. (20 x 15.2 cm.)

\$15,000-20,000

£12,000-15,000 €13,000-17,000

#### PROVENANCE:

with Peter Nahum at the Leicester Galleries, London, April 1993. Private collection, acquired directly from the above. with Peter Nahum at the Leicester Galleries, London, by 2005. Acquired directly from the above by the present owner, September 2005.

#### EXHIBITED:

London, Peter Nahum at the Leicester Galleries, *The Brotherhood of Ruralists and the Pre-Raphaelites*, 20 June-3 July 2005, no. 27, illustrated.

PROPERTY FROM AN EAST COAST COLLECTION

### 152

# JOHN ATKINSON GRIMSHAW (BRITISH, 1836-1893)

Under the Beeches signed 'Atkinson Grimshaw/+' (lower right) oil on canvas 11% x 17% in. (30.2 x 45.4 cm.)

\$250,000-350,000

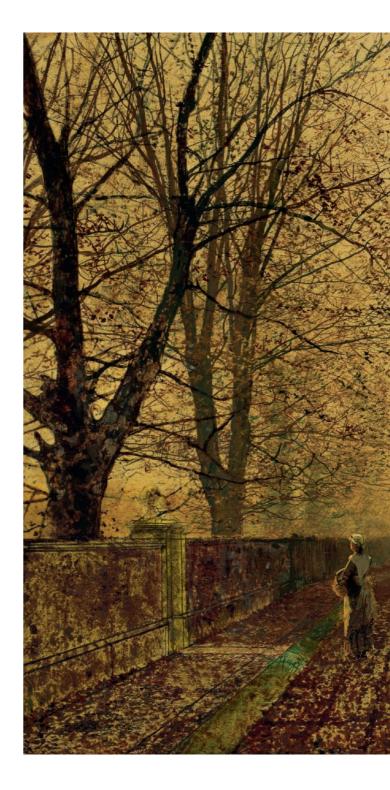
£190,000-260,000 €220,000-300,000

#### PROVENANCE:

Anonymous sale; Sotheby's, London, 16 December 1987, lot 52. with Richard Green, London. Private collection, US, acquired directly from the above. Anonymous sale; Christie's, New York, 23 April 2012, lot 41. Acquired at the above sale by the present owner.

If Grimshaw had chosen an alternative career to that of an artist, it would have been as an architect. He delighted in painting houses of all periods, invariably half hidden behind a wall and a belt of trees. His own house, Knostrop Hall, was a particularly fine stone-built Jacobean house in the environs of Leeds. This served as a prototype for many of the houses he depicted, but he took inspiration from his neighbors too. The house in this picture is an archetypal mid Georgian building of the 1740s. A closed door onto the street tantalizes the viewer, curious to cross the threshold. These semi-rural street scenes were either depicted by moonlight, or in the rich glow of a setting autumnal sun. Grimshaw excelled at painting the gradation of light, either from the sun, the moon, or from a streetlamp. The placement of these light sources, and his fertile imagination in devising houses of all periods give infinite variety to his *oeuvre*. No two works by him are ever the same.

We are grateful to Alexander Robertson for his help in preparing this catalogue entry.







£61,000-91,000 €68,000-100,000

PROPERTY OF A LADY

### 153

### ALOIS HEINRICH PRIECHENFRIED (AUSTRIAN, 1867-1953)

### Reading the Scriptures

signed 'A.Priechenfried' (upper right) oil on panel  $23 \times 31\%$  in. (58.5 x 80 cm.)

\$80,000-120,000

#### PROVENANCE:

with Hugo Arnot, Vienna. Mrs. D. Fankhauser. Her sale; Bonhams, London, 17 November 1994, lot 182. with Richard Green Fine Art, London. Acquired directly from the above by the present owner. Born in Vienna in 1867, Alois Heinrich Priechenfried began training in the workshop of his father, Alois Michael Priehenfried, as a gilder. While in the employ of his father, Priechenfried began his artistic training as a guest student at the Vienna Academy of Fine Arts under the tutelage of Professor Christian Griepenkerl. Although the young artist made several trips to Munich, perhaps to continue his training there, he returned to Vienna and remained in the Austrian capital until his death in 1953. He was recognized in his native Vienna for his portraits of rabbis and other scenes of daily Jewish life.

In *Reading the Scriptures*, Priechenfried captures a moment of solemn study by a group of men quietly reading the Holy Scripture. The foremost figures are rendered very close to the picture plane, thereby opening a door into a very private and sacred moment. The palette is controlled and subdued, the brushwork is tightly controlled, and the attention to and execution of the smallest detail is intense. The somber browns, blacks and greys of the clothing of the worshippers is softened only by the soft pink glow of the candlelight from the sconces on the wall, giving an otherworldly illumination to a scene of quiet contemplation.



PROPERTY OF A TEXAS COLLECTION

# 154 RUDOLPH ERNST (AUSTRIAN, 1854-1932)

An Arab in a Palace Interior signed 'R. Ernst.' (lower right) oil on panel 25½ x 21 in. (64.8 x 53.3 cm.)

\$150,000-250,000

£120,000-190,000 €130,000-210,000

#### PROVENANCE:

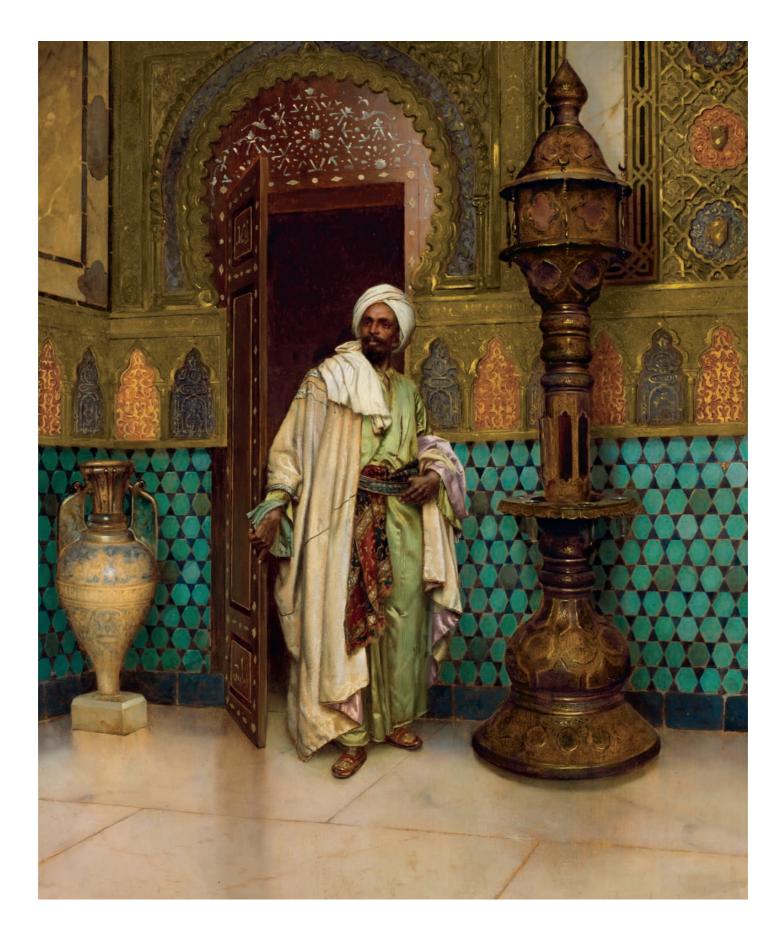
Anonymous sale; Christie's, London, 19 November 1993, lot 127. Acquired at the above sale by the present owner.

Ranked in the top echelon of Orientalist painters of the second half of the 19th Century, Rudolf Ernst was a craftsman who used his exotic subject matter primarily as a vehicle through which to he expressed his technical mastery of transferring a real sense of texture and color to a painting's surface. Like his compatriot, Ludwig Deutsch, Ernst developed a mastery of plasticity and form, which was best expressed through his depictions of artifacts. His concern was not complete ethnographic accuracy, for sometimes he would juxtapose objects from different cultures in the same composition, but more to dazzle his wealthy patrons with paintings that had almost a three-dimensional quality.

These qualities made Ernst's works extremely sought-after in his day. He was a popular and frequent exhibitor at the Paris *Salon* and was rated particularly high by American clients who sought out his large scale works to decorate their vast houses. The sense of opulence celebrated in so many of Ernst's paintings was well-suited to the surroundings in which they would eventually hang.

Ernst was intimately familiar with the cultures he depicted in his paintings. The artist visited Morocco, Turkey and the Moorish palaces of Spain. He used these trips to exotic lands to amass a vast array of different objects for his personal collection, which he would reassemble in his studio and use as backdrops and props for his paintings. He would also supplement the source material of his collection with information provided by an extensive personal collection of photographs and illustrated books.

The present work is clearly influenced by the vision of Ludwig Deutsch in the placement of a luxuriously dressed Arab in a lavishly decorated interior. A fine draftsman and extraordinary colorist, Ernst pays meticulous attention to every detail of the composition, from the ivory inlays decorating the archway over the door, to the green and black tiles on the walls, to the intricately decorated urn and torchère which flank the emerging figure. What Ernst has reached for, and attained, is an aura of exotic luxury in a faraway land.



### 155 FREDERICK ARTHUR BRIDGMAN (AMERICAN, 1847-1928)

### Woman of Algiers

signed 'F A Bridgman' (lower left) oil on canvas 18½ x 15 in. (46 x 38.1 cm.)

\$50,000-70,000

£38,000-53,000 €43,000-59,000

#### PROVENANCE:

William Randolph Hearst, Sr. (1863-1951), New York and San Simeon, CA. Anonymous sale; Sotheby's New York, 19-20 March 1969, lot 153, as *Young Jewess of Algiers*.

Acquired at the above sale by the present owner.

#### EXHIBITED:

Montclair, NJ, Montclair Art Museum, A Love Affair: 50 Years of Collecting American Art, 18 September-30 October 1988, no. 9, as Young Jewess of Algeria.

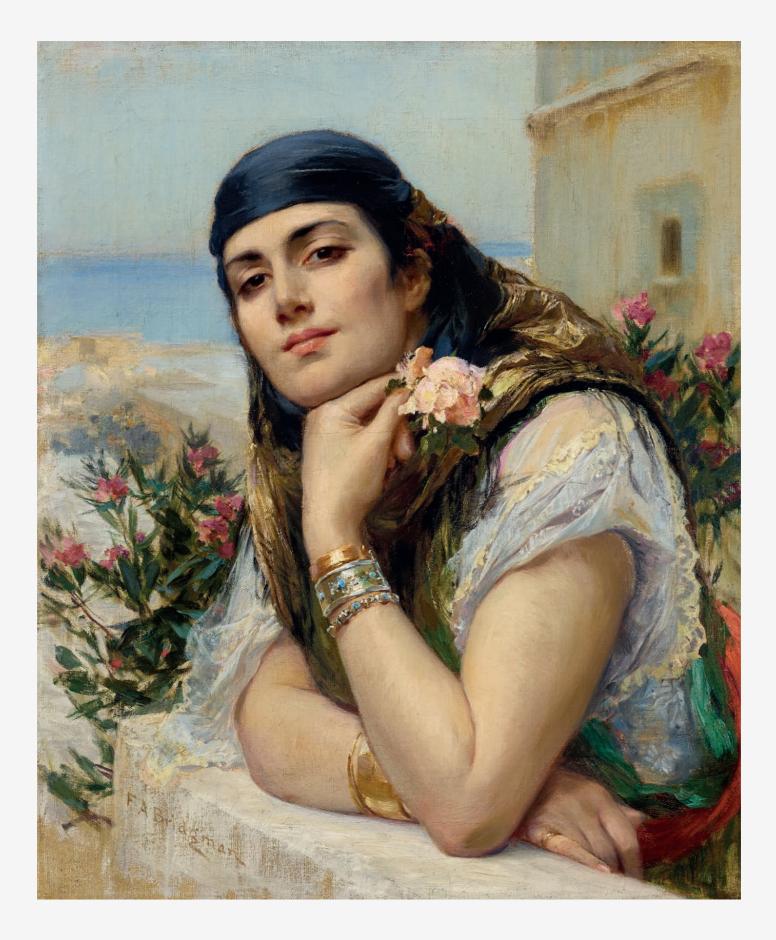
In the late 19th century, Frederick Arthur Bridgman was considered one of the most prominent of the American expatriate artists. Trained in Paris under the tutelage of the greatest of the French orientalist painters, Jean-Léon Gérôme, Bridgman came to represent the embodiment of the American fascination with the Middle East.

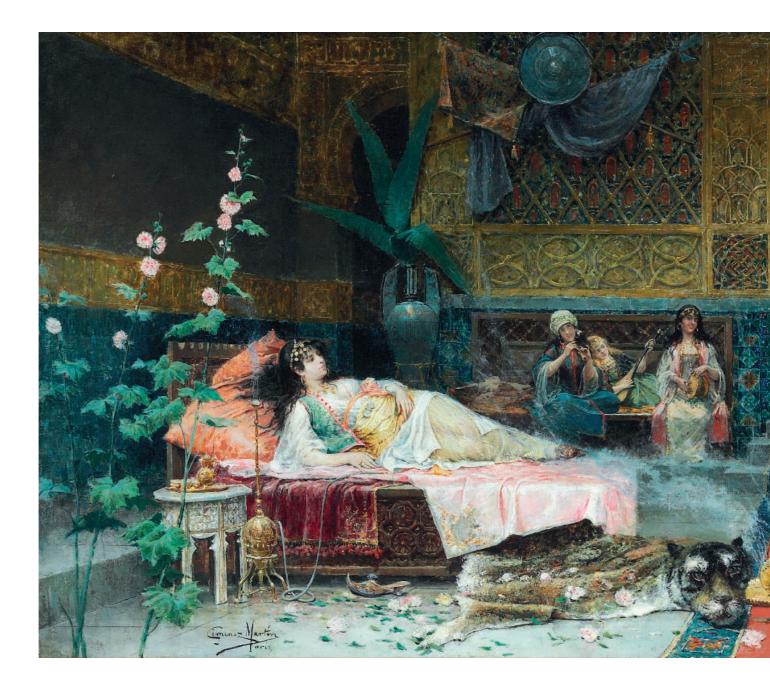
It is important to separate the art of Bridgman, with its distinct approach to the images of the East, from that of Gérôme. Ilene Susan Fort writes, 'Bridgman is more than follower of Gérôme with little creative imagination of his own. While always returning to the elements of his master's art, Bridgman also cast the East in the light of his own heritage, rejecting or modifying certain themes. Bridgman began turning away from Gérôme's meticulous painting style, studio lighting and ethnological orientations in search of a more naturalistic view of the East' (I. S. Fort, *Frederick Arthur Bridgman*, Ph. D. dissertation, City University of New York, 1990, p. 4).

Bridgman's first contact with the Near East came during 1872-1873 on two extended trips to North Africa. At the time, Americans traveled to this region much less than their European counterparts, but the young artist made his way to Morocco, Algeria, Tunisia and then to Egypt and a trip up the Nile. Bridgman was particularly captivated by Algiers and would return there often, driven by the desire to capture the life and light of this exotic place.

Genre painting of ordinary life in North Africa would come to be the focus of Bridgman's art and would dominate the remainder of his *oeuvre*. Bridgman was determined to depict its landscape and inhabitants in the most authentic terms possible, and to this end he paid meticulous attention to the details of costumes, interiors, architecture and furnishings, many of which he brought back from his travels and kept in his studio.

The American approach to orientalism differs from that of the artists of the European countries, particularly in their approach to women. While the European, and particularly the French, artists depict Oriental women in institutional subjugation within a harem, surrounded by guards, Bridgman's view takes a completely different turn. Bridgman's woman is alone. Standing on a terrace overlooking the sea surrounded by flowers, there are no clues in the background as to her station in life. She is richly dressed and bejeweled, but looks out directly at the viewer, not off into the distance as if yearning for freedom. This woman appears content with her lot, even though she is giving nothing about her situation away.







PROPERTY FROM A PRIVATE CANADIAN COLLECTION

#### 156

## JUAN GIMENEZ Y MARTIN (SPANISH, 1858-1901)

#### In the Harem

signed and inscribed 'Gimenez Martin/Paris' (lower left) oil on canvas 22% x 39% in. (57.8 x 100 cm.)

\$30,000-50,000

£23,000-38,000 €26,000-42,000

#### PROVENANCE:

Acquired by the present owner in Paris, circa 1955.

Born in Ávila in 1855, Gimenez y Martin began his career as a painter at the *Real Academia de Bellas Artes de San Fernando* in Madrid where he studied under Federico de Madrazo, Carlos Luis de Ribera, and Carlos Haes. After exhibiting at the *Exposición Nacional de Bellas Artes* in Spain several times, in 1881 he received a scholarship to attend the *Academia Española de Bellas Artes de Roma*, where he studied from 1882 to 1886. It was during this time in Rome that Gimenez developed a strong interest in the Catalan Orientalists, specifically in the work of José Villegas. Consequently, he began producing various paintings featuring odalisques and their suitors lounging in elaborate Moorish interiors. The present work, painted in Paris, is a particularly detailed and impressive example of these compositions.

PROPERTY OF A TEXAS COLLECTION

# 157

### ADOLF SEEL (GERMAN, 1829-1907)

### Nacht Wache

signed and dated 'A. Seel/1873.' (lower right) oil on canvas 42 x 31½ in. (106.7 x 80 cm.)

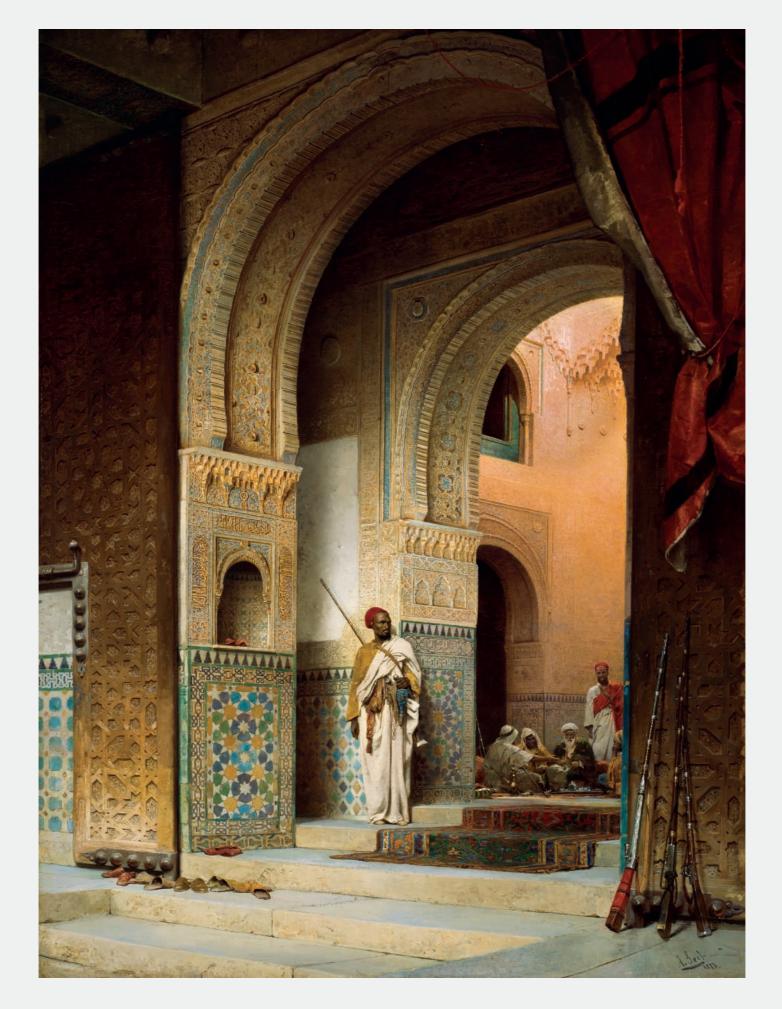
\$150,000-250,000

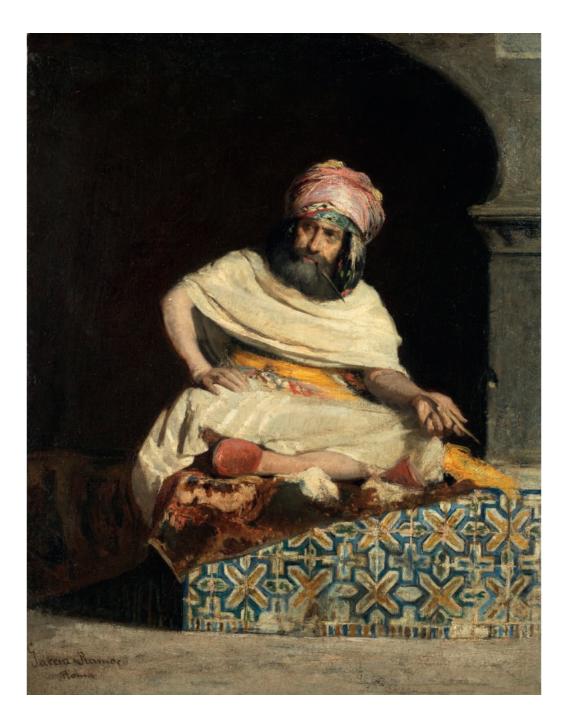
£120,000-190,000 €130,000-210,000

#### PROVENANCE:

Anonymous sale; Sotheby's, New York, 23 May 1996, lot 82. Acquired at the above sale by the present owner.

Adolf Seel began his artistic education in 1844 at the *Kunstakademie* in Düsseldorf at the age of 15, during the height of the German Romantic movement. During his six years in Düsseldorf, Seel focused on landscape and architecture painting. During the 1860's and 1870's, Seel traveled extensively throughout Italy, Spain, Portugal, Northern Africa, and the Holy Land. While on these expeditions, Seel cultivated a deep appreciation for Moorish and Arabic art and architecture, particularly after visiting the palatial Alhambra palace in Granada. Seel's paintings executed based on his travels are remarkable for their architectural accuracy and dramatic rendering of light effects. The present work, dated 1873, is a splendid example of Seel's abilities as a colorist and draftsman.





PROPERTY OF A TEXAS COLLECTION

# 158

# JOSÉ GARCÍA Y RAMOS (SPANISH, 1852-1912)

# A Seated Arab

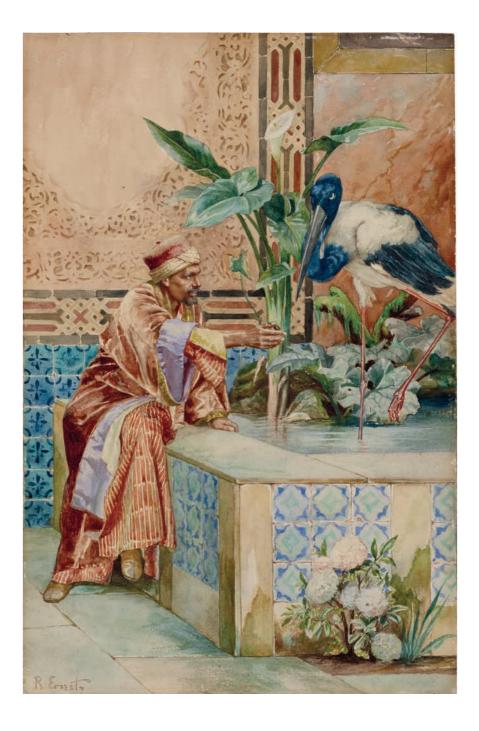
signed and inscribed 'Garcia y Ramos/Roma' (lower left) oil on canvas 17 x 13 in. (43.2 x 33 cm.)

\$20,000-30,000

£16,000-23,000 €17,000-25,000

#### PROVENANCE:

Anonymous sale; Christie's, London, 1 October 1993, lot 93. Acquired at the above sale by the present owner.



### 159

# RUDOLPH ERNST (AUSTRIAN, 1854-1932) Fountain with Man and Stork

signed 'R. Ernst.' (lower left) watercolor and gouache over pencil on paper on board  $18\% \times 12\%$  in. (47.6 x 31.1 cm.)

\$15,000-20,000

£12,000-15,000 €13,000-17,000

#### PROVENANCE:

Acquired by the great-grandparents of the present owner in England, *circa* 1900. By descent to the present owner.



# 160 VICTOR PIERRE HUGUET (FRENCH, 1835-1902)

Fording a River, Algiers signed 'V. Huguet' (lower left) oil on canvas 15 x 21¾ in. (38.1 x 55.2 cm.)

\$10,000-15,000

£7,600-11,000 €8,500-13,000 **PROVENANCE:** with Newman Galleries, Philadelphia.



PROPERTY FROM AN OHIO COLLECTION

# 161 ADOLPHE SCHREYER (GERMAN, 1828-1899)

Arab Riders signed 'A. Schreyer' (lower left) oil on canvas 23½ x 31% in. (59.7 x 79.7 cm.)

\$25,000-35,000

Richard Sheetz (1924-1997), Shaker Heights, OH, acquired *circa* 1975. By descent to the present owner.

PROVENANCE:

£19,000-26,000 €22,000-30,000 PROPERTY FROM A NORTHEASTERN COLLECTION

### 162

# JOHN FREDERICK HERRING, SR. (BRITISH, 1795-1865)

The Hon. E. Petre's 'Rowton' with W. Scott up and Trainer at Doncaster

signed and dated 'J. F. Herring 1829.' (lower right) oil on canvas 22% x 30% in. (56.2 x 76.5 cm.)

\$60,000-100,000

£46,000-75,000 €51,000-85,000

#### PROVENANCE:

Archibald Philip Primrose, 5th Earl of Rosebery (1847-1929), Dalmeny. Lady Sybil Myra Caroline Primrose Grant (1879-1955), Epsom, Surrey, his daughter, by descent.

Anonymous sale; Sotheby's, London, 10 June 1988, lot 110. Acquired at the above sale by the present owner.

#### EXHIBITED:

New York, Frank Partridge, *English Sporting Pictures*, 1959, pp. 13-14, illustrated, as *"Rowton" with Jockey Up*. London, Frank Partridge, *English Sporting Paintings: Autumn Exhibition*, 1960, pp. 18-19, no. 39, illustrated, as *"Rowton" with Jockey Up*.

'Rowton,' a chestnut colt sired by 'Oiseau' out of 'Katherina,' was foaled in 1826. 'Rowton' is best known for winning the St. Leger Stakes in 1829 during his three-year-old season. Rowton also won the York 440 pound sweepstakes in 1828, the Doncaster 50 Sovereigns Sweepstakes in 1830, and the Great Subscription and 2000 Sovereigns at York in 1831. In 1832, he was sold to Mr. W. Chifney and won the Oatland Stakes at Ascot and dead heated with 'Camarine' (who won the second heat) in the Ascot Gold Cup.





PROPERTY OF A CANADIAN COLLECTOR

### 163

# MONTAGUE DAWSON, F.R.S.A., R.S.M.A. (BRITISH, 1895-1973)

The Gallant Hotspur signed 'Montague Dawson' (lower left) oil on canvas 24 x 36 in. (61 x 91.4 cm.) Painted *circa* 1965.

\$50,000-70,000

£38,000-53,000 €43,000-59,000

### PROVENANCE:

with Frost + Reed, London. Private collection, Scotland. with MacConnal-Mason Galleries, London. Acquired directly from the above by the present owner, 2007.

The *Hotspur* was a clipper built in 1857 by Roosevelt & Joyce of New York for Frank Hathaway of New Bedford, Massachusetts.





## 164

## MONTAGUE DAWSON, F.R.S.A., R.S.M.A. (BRITISH, 1895-1973)

Racing Days, 'Samuel Pepys' and 'Cohoe'

signed 'Montague Dawson' (lower left) oil on canvas 28¼ x 42 in. (71.8 x 106.7 cm.) Painted in 1951.

\$80,000-120,000

£61,000-91,000 €68,000-100,000

### PROVENANCE:

The artist. with Frost + Reed, London. Private collection, Oklahoma City. with E. Stacy-Marks, London.

Named for the famed British naval administrator and diarist, *Samuel Pepys* was a wooden sloop designed by Laurent Giles & Partners of Lymington and built by Camper & Nicholson at Gosport in 1949. Registered at 7 tons Thames (5.80 gross & 4.32 net), she measured 31 feet in length with a 7.5 foot beam and was fitted with a small auxiliary motor for getting in and out of harbor. Owned by the Royal Naval Sailing Association based at Portsmouth, she was a familiar sight on the Solent and was in frequent use, both for cruising as well as competitive racing.

*Cohoe* was a virtually identical little sloop, also registered at 7 tons Thames (5.01 gross & 3.79 net) and measuring 32 feet in length with a 7.4 foot beam. Designed by K.H. Reimers of Stockholm but built at Swanwick (Hampshire) by A.H. Moody & Son in 1946, she was originally owned by K. Adlard Coles, the prolific author of numerous books on many aspects of yachting and boating. By 1952 however, *Cohoe* was owned by J.J.W. Salmond of Hertford although he only kept her for a few years and, by 1957, she was sailing under new colors.



# 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 scholars. All dimensions and weights are approximate only.

# 2 OUR RESPONSIBILITY FOR OUR DESCRIPTION OF LOTS

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

#### **3 CONDITION**

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

#### 4 VIEWING LOTS PRE-AUCTION

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

#### **5 ESTIMATES**

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

#### 6 WITHDRAWAL

Christie's may, at its option, withdraw any **lot** from auction at any time prior to or during the sale of the **lot**. Christie's has no liability to you for any decision 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.
- (c) We do not obtain a gemmological report for every gemstone sold in our auctions. Where we do get gemmological reports from internationally accepted gemmological laboratories, such reports will be described in the catalogue. Reports from American gemmological laboratories will describe any improvement or treatment to the gemstone. Reports from European gemmological laboratories will describe any improvement or treatment only if we request that they do so, but will confirm when no improvement or treatment has been made. Because of differences in approach and technology, laboratories may not agree whether a particular gemstone has been treated, the amount of treatment, or whether treatment is permanent. The gemmological laboratories will only report on the improvements or treatments known to the laboratories at the date of the report.
- (d) For jewellery sales, estimates are based on the information in any genumological 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(1) above, we may at our option ask you for current identification, a financial reference, or a deposit as a condition of allowing you to bid. If you have not bought anything from any of our salerooms within the last two years or if you want to spend more than on previous occasions, please contact our Credit Department at +1 212-636-2490.

#### 3 IF YOU FAIL TO PROVIDE THE RIGHT DOCUMENTS

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

#### 4 BIDDING ON BEHALF OF ANOTHER PERSON

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

#### 5 BIDDING IN PERSON

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

#### 6 BIDDING SERVICES

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

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

#### (b) Internet Bids on Christie's LIVE<sup>TM</sup> For certain auctions we will accept bids over

For certain auctions we will accept bids over the Internet. For more information, please visit https://www.christies.com/buying-services/ buying-guide/register-and-bid/ As well as these Conditions of Sale, internet bids are governed by the Christie's LIVETM Terms of Use which are available on is https://www.christies.com/LiveBidding/ OnlineTernsOUse.

(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 at on alway hot 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 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 decide

#### 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\$250,000 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 will collect sales tax where legally required. The applicable sales tax rate will be determined based upon the state, county, or locale to which the lot will be shipped. Christie's shall collect New York sales tax at a rate of 8.875% for any lot collected from Christie's in New York.

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 give notice to 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 honored for claims notified within a period of 5 years from the date of the auction. After such time, we will not be obligated to honor 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
- I to 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 on the date of the notice of claim, the original buyer is the full owner of the lot and the lot is free from any claim, interest or restriction by anyone else. The benefit of this authenticity warranty may not be transferred to anyone else.
- (h) In order to claim under the **authenticity warranty** you must:
  - (i) give us written notice of your claim within 5 years of the date of the auction. We may require full details and supporting evidence of any such claim;
     (ii) at Christie's option, we may require you to
  - provide the written opinions of two recognised experts in the field of the **lot** mutually agreed by you and us in advance confirming that the **lot** is not **authentic**. If we have any doubts, we reserve the right to obtain additional opinions at our expense; and
- (iii) return the lot at your expense to the saleroom from which you bought it in the condition it was in at the time of sale.
- (i) Your only right under this authenticity warranty is to cancel the sale and receive a refund of the purchase price paid by you to us. We will not, under any circumstances, be required to pay you more than the purchase price nor will we be liable for any loss of profits or business, loss of opportunity or value, expected savings or interest, costs, damages, other damages or expenses.
- (j) Books. Where the lot is a book, we give an additional warranty for 21 days from the date of the auction that any lot is defective in text or illustration, we will refund your purchase price, subject to the following terms:
  - (a) This additional warranty does not apply to: (i) the absence of blanks, half titles, tissue guards or advertisements, damage in respect of bindings, stains, spotting, marginal tears or other defects not affecting completeness of the text or illustration;
  - (ii) drawings, autographs, letters or manuscripts, signed photographs, music, atlases, maps or periodicals;
  - (iii) books not identified by title;
  - (iv) lots sold without a printed estimate;
    (v) books which are described in the catalogue as sold not subject to return; or
  - (vi) defects stated in any condition report or announced at the time of sale.
  - (b) To make a claim under this paragraph you must give written details of the defect and return the lot to the sale room at which you bought it in the same condition as at the time of sale, within 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  $E_2(h)(i)$  above and the property must be returned to us in accordance with  $E_2(h(i))$  above. Paragraphs  $E_2(h), (c), (d), (e), (f)$  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
- b) we will only accept payment non the registered bidder. Once issued, we cannot change the buyer's name on an invoice or re-issue the invoice in a different name. You must pay immediately even if you want to export the **lot** and you need an export licence.
- (c) You must pay for lots bought at Christie's in the United States in the currency stated on the invoice in one of the following ways: (i) Wir transfer
  - JP Morgan Chase Bank, N.A.,
  - 270 Park Avenue, New York, NY 10017; ABA# 021000021; FBO: Christie's Inc.; Account # 957-107978,
  - for international transfers, SWIFT: CHASUS33. (ii) Credit Card.
  - We accept Visa, MasterCard, American Express and China Union Pay. 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

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

#### 2 TRANSFERRING OWNERSHIP TO YOU

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

#### 3 TRANSFERRING RISK TO YOU

The risk in and responsibility for the **lot** will transfer to you from whichever is the earlier of the following: (a) When you collect the **lot**; or

(b) At the end of the 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, expense, 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

- (a) You must collect purchased lots within seven days from the auction (but note that lots will not be released to you 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 Christie's Post-Sale Services Department on +1 212 636 2650.
- (c) If you do not collect any **lot** within thirty days following the auction we may, at our option

   charge you storage costs at the rates set out at
  - (i) charge you storage costs at the rates set out at www.christies.com/storage.
     (ii) move the lot to another Christie's location or an
  - (n) move the lot to another Christie's location or an affiliate or third party warehouse and charge you transport costs and administration fees for doing so and you will be subject to the third party storage warehouse's standard terms and to pay for their standard fees and costs.
  - (iii) sell the **lot** in any commercially reasonable way we think appropriate.
- (d) The Storage conditions which can be found at www.christies.com/storage will 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.

#### 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**.

212 030 2050. See the information set out at www. christie.com. See the information set out 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 crafsmanship" (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**.

#### 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 romection with the purchase of any lot.
  (e) If, in spite of the terms in paragraphs I(a) to (d) or E<sub>2</sub>(i) above, we are found to be liable to you for any reason, we shall not have to pay more than the **purchase price** paid by you to us. We will not be responsible to you for any reason for loss of profits or business, loss of opportunity or value, expected savings or interest, costs, damages, or expenses.

#### OTHER TERMS OUR ABILITY TO CANCEL

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

#### 2 RECORDINGS

We may videotape and record proceedings at any auction. We will keep any personal information confidential, except to the extent disclosure is required by law. However, we may, through this process, use or share these recordings with another **Christie's Group** company and marketing partners to analyse our customers and to help us to tailor our services for buyers. If you do not want to be videotaped, you may make arrangements to make a telephone or written bid or bid on Christie's LIVE<sup>TM</sup> 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 notice a **www.christies.com/about-us/contact/privacy.** 

#### 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.

corporate group.

condition: the physical condition of a lot. due date: has the meaning given to it paragraph F1(a). estimate: the price range included in the catalogue or any saleroom notice within which we believe a lot may

sell. Low estimate means the lower figure in the range and high estimate means the higher figure. The mid estimate is the midpoint between the two. hammer price: the amount of the highest bid the

auctioneer accepts for the sale of a **lot**.

**Heading:** has the meaning given to it in paragraph E2. **lot:** an item to be offered at auction (or two or more items to be offered at auction as a group).

other damages: any special, consequential, incidental or indirect damages of any kind or any damages which fall within the meaning of 'special', 'incidental' or 'consequential' under local law.

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

provenance: the ownership history of a lot. qualified: has the meaning given to it in paragraph E2 and Qualified Headings means the paragraph

headed **Qualified Headings** on the page of the catalogue headed 'Important Notices and Explanation of Cataloguing Practice'.

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

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

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

## SYMBOLS USED IN THIS CATALOGUE

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

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

### Δ

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

**Lot** offered without **reserve** which will be sold to the highest bidder regardless of the pre-sale estimate in the catalogue. **Lot** incorporates material from endangered species which could result in export restrictions. See Paragraph H2(b) of the Conditions of Sale.

#### -

See Storage and Collection pages in the catalogue.

#### Ψ

**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 to its lot number.

#### ° Minimum Price Guarantees

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

#### ° ♦ Third Party Guarantees/Irrevocable bids

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

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 …"/"Dated …"/

"Inscribed ..."

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

by the artist. "With signature ..."/ "With date ..."/

"With inscription ..."

In Christie's qualified opinion the signature/

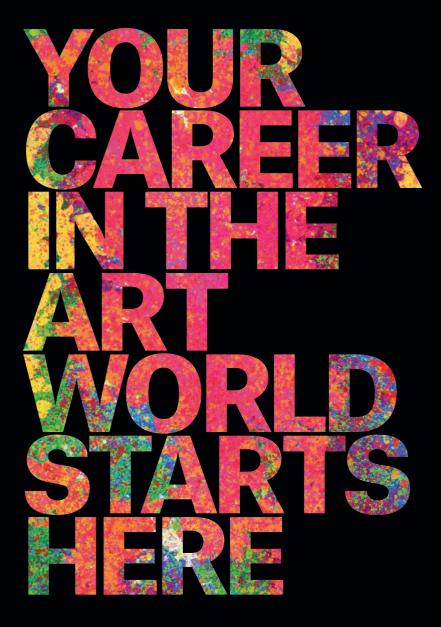
date/inscription appears to be by a hand other than that of the artist.

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

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

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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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If the **lot** is transferred to Christie's Fine Art Storage Services, it will be available for collection after the third business day following the sale.

Please contact Christie's Post-Sale Service 24 hours in advance to book a collection time at Christie's Fine Art Services. All collections from Christie's Fine Art Services will be by pre-booked appointment only.

Please be advised that after 50 days from the auction date property may be moved at Christie's discretion. Please contact Post-Sale Services to confirm the location of your property prior to collection.

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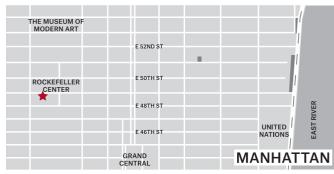
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London, 25 October 2018

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CHRISTIE'S REDSTONE



## A LOVE AFFAIR WITH FRANCE: THE ELIZABETH STAFFORD COLLECTION

New York, 1 November 2018

VIEWING 27-31 October 2018 20 Rockefeller Plaza New York, NY 10020

**CONTACT** Elizabeth Seigel eseigel@christies.com +1 212 636 2229



## WRITTEN BIDS FORM

### CHRISTIE'S NEW YORK

## **EUROPEAN ART PART II**

#### WEDNESDAY 31 OCTOBER 2018 AT 2.00 PM

20 Rockefeller Plaza New York, NY 10020

CODE NAME: LEAF SALE NUMBER: 16391

(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\$20,000 to US\$30,000	by US\$2,000s
US\$30,000 to US\$50,000	by US\$2,000, 5,000, 8,000

## (e.g. US\$32,000, 35,000, 38,000)

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

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

- I request Christie's to bid on the stated lots up to the maximum bid I have indicated for each lot.
- 2. I understand that if my bid is successful the amount payable will be the sum of the hammer price and the buyer's premium (together with any applicable state or local sales or use taxes chargeable on the hammer price and buyer's premium) in accordance with the Conditions of Sale—Buyer's Agreement). The buyer's premium rate shall be an amount equal to 25% of the hammer price of each lot up to and including US\$25,0,000, 20% on any amount over US\$25,0,000 up to and including US\$4,000,000 and 12.5% of the amount above US\$4,000,000.
- 3. I agree to be bound by the Conditions of Sale printed in the catalogue.
- 4. I understand that if Christie's receive written bids on a lot for identical amounts and at the auction these are the highest bids on the lot, Christie's will sell the lot to the bidder whose written bid it received and accepted first.
- 5. Written bids submitted on "no reserve" **lots** will, in the absence of a higher bid, be executed at approximately 50% of the **low estimate** or at the amount of the bid if it is less than 50% of the **low estimate**.

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	16391		
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 $\bigcirc$  Please tick if you prefer not to receive information about our upcoming sales by e-mail

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Fmail

Signature

If you have not previously bid or consigned with Christie's, please attach copies of the following documents. Individuals: government-issued photo identification (such as a photo driving licence, national identity card, or passport) and, if not shown on the ID document, proof of current address, for example a utility bill or bank statement. Corporate clients: a certificate of incorporation. Other business structures such as trusts, offshore companies or partnerships: please contact the Credit Department at +1 212 636 2490 for advice on the information you should supply. If you are registering to bid on behalf of someone who has not previously bid or consigned with Christie's, please attach identification documents for yourself as well as the party on whose behalf you are bidding, together with a signed letter of authorisation from that party. New clients, clients who have not made a purchase from any Christie's office within the last two years, and those wishing to spend more than on previous occasions will be asked to supply a bank reference.

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## PROPERTY FROM THE ESTATE OF EUGENE V. THAW

New York, 30 October 2018

VIEWING

27-29 October 2018 20 Rockefeller Plaza New York, NY 10020

**CONTACT** Gemma Sudlow Gsudlow@christies.com +1 212 636 2464

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