REW YORK | WEDNESDAY 1 MAY 2019

CHRISTIE'S







WEDNESDAY 1 MAY 2019

AUCTION

Wednesay 1 May 2019 at 11.00 am (Lots 101-115)

20 Rockefeller Plaza New York, NY 10020

VIEWING

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

AUCTIONEER

Henry Pettifer (#2081906)

BIDDING ON BEHALF OF THE SELLER

The auctioneer may, at his or her sole option, bid on behalf of the seller up to but not including the amount of the reserve either by making consecutive bids or by making bids in response to other bidders. The auctioneer will not identify these as bids made on behalf of the seller and will not make any such bids at or above the reserve.

AUCTION LICENSE

Christie's (#1213717)

AUCTION CODE AND NUMBER

In sending absentee bids or making enquiries, this sale should be referred to as SARAH-17904

CONDITIONS OF SALE

This auction is subject to the Important Notices and Conditions of Sale set forth in this catalogue.

CHRISTIE'S

These auctions feature CHRISTIE'S LIVE Bid live in Christie's salerooms worldwide register at www.christies.com



Browse this auction and view real-time results on the Christie's App for iPhone and iPad

View catalogues and leave bids online at christies.com

Specified lots (sold and unsold) marked with a filled square (III) not collected from Christie's by 5.00pm on the day of the sale will, at our option, be removed to Christie's Fine Art Storage Services (CFASS in Red Hook, Brooklyn), Christie's will inform you if the lot has been sent offsite.

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.

Tel: +1 212 636 2650 Email: PostSaleUS@christies.com

Operation hours for both Christie's Rockefeller and Christie's Fine Art Storage are from 9:30 am to 5:00 pm, Monday – Friday.

21/02/19



CONTENTS

- **3** Auction Information
- 6 Calendar of Auctions
- 6 Christie's International Old Master & British Paintings Department
- 7 Specialists and Services for this Auction
- 8 Property for Sale
- **52** Conditions of Sale Buying at Christie's
- 55 Symbols used in this Catalog Important Notices and Explanation of Cataloguing Practice
- 61 Written Bids Form
- 64 Index

```
OPPOSITE:

Lot 104

OPPOSITE SALE PAGE:

Lot 105

FRONT COVER:

Lot 107

BACK COVER:

Lot 104

INSIDE FRONT COVER:

Lot 109

OPPOSITE DIRECTORS PAGE:

Lot 110

INSIDE BACK COVER:

Lot 106
```

christies.com

OLD MASTER AND BRITISH PAINTINGS DEPARTMENT

CHAIRMAN, AMERICAS Ben Hall Tel: +1 212 636 2121

CHAIRMAN, EMERI Paul Raison Tel: +44 (0)20 7389 2086

DEPUTY CHAIRMAN, EMERI John Stainton Tel: +44 (0)20 7389 2945

HEAD OF DEPARTMENT, NEW YORK François de Poortere Tel: +1 212 636 2469

HEAD OF DEPARTMENT, LONDON Henry Pettifer Tel: +44 (0)20 7389 2084

DEPUTY CHAIRMAN, UK Francis Russell Tel: +44 (0)20 7389 2075

INTERNATIONAL DIRECTOR Nicholas White Tel: +44 (0)20 7389 2565

HONORARY CHAIRMAN, UK Noël Annesley Tel: +44 (0)20 7389 2405 WORLDWIDE SPECIALISTS

AMSTERDAM Manja Rottink Tel: +31 (0)20 575 59 66

BRUSSELS Roland de Lathuy Anke Charlotte Held Tel: +32 (0)2 289 13 36

HONG KONG CC Wang Tel: +85 29 44 89 918

LONDON Clementine Sinclair Freddie de Rougemont Eugene Pooley Sandra Romito (Consultant) Alexis Ashot (Consultant) Flavia Lefebvre D'Ovidio Maja Markovic Olivia Ghosh Tel: +44 (0)20 7389 2407

NEW YORK Alan Wintermute Joshua Glazer Jonquil O'Reilly John Hawley

Louisa Howard Tel: +1 212 636 2120 MADRID Adriana Marin Tel: +34 91 532 6627

PARIS Pierre Etienne Astrid Centner Bérénice Verdier Elvire de Maintenant (Consultant) Tel: +33 (0)1 40 76 86 15

GLOBAL MANAGING DIRECTOR Karl Hermanns

Tel: +44 (0)20 7389 2425

REGIONAL MANAGING DIRECTOR, EMERI Armelle de Laubier-Rhally Tel: +44 (0)20 7389 2447

PRIVATE SALES Alexandra Baker, International Business Director Tel: +44 (0)20 7389 2521

INTERNATIONAL OLD MASTER AUCTIONS

AUCTION CALENDAR 2019

TO INCLUDE YOUR PROPERTY IN THESE SALES PLEASE CONSIGN TEN WEEKS BEFORE THE SALE DATE. CONTACT THE SPECIALISTS OR REPRESENTATIVE OFFICE FOR FURTHER INFORMATION.

25 JUNE

TABLEAUX ANCIENS ET DU XIXÈME SIÈCLE PARIS 4 JULY

OLD MASTERS EVENING SALE

5 JULY

OLD MASTERS DAY SALE

OLD MASTER & BRITISH PAINTINGS

Ben Hall



François de Poortere International Director, Head of Department





Jonquil O'Reilly Specialist, Head of Part I Sale

Chairman, Americas









John Hawley Specialist



Louisa Howard Associate Specialist, Head of Part II Sale

EUROPEAN ART



Joshua Glazer

Specialist



Laura Mathis Head of Sale



Morgan Martin Associate Specialist

SERVICES FOR THIS AUCTION

SALE COORDINATOR Kristina Weston KWeston@christies.com Tel: +1 212 636 2108

DEPARTMENT COORDINATOR

Emily Evrard EEvrard@christies.com Tel: +1 212 641 7561

HEAD OF SALE MANAGEMENT

Lauren Carlucci LCarlucci@christies.com Tel: +1 212 641 7535

EMAIL

First initial followed by lastname@christies.com (e.g. Kristina Weston = KWeston@christies.com) For general enquiries about this auction, emails should be addressed to the Sale Coordinator.

ABSENTEE AND TELEPHONE BIDS Tel: +1 212 636 2437 Fax: +16364938

AUCTION RESULTS christies.com

CATALOGUES ONLINE Lotfinder[®] Internet: christies.com INSURANCE Tel: +1 212 484 4879 Fax: +1 212 636 4957

POST-SALE SERVICES Grace Rago

Post-Sale Coordinator Payment, Shipping and Collection Tel: +1 212 636 2650 Fax: +1 212 636 4939 Email: PostSaleUS@christies.com



AN APPRECIATION

orn in Germany in 1917, Herman Shickman was one of a number of eminent Jewish scholars, dealers and collectors—among them Jakob Rosenberg, Erwin Panofsky and Alfred Bader-to flee Nazi persecution in the late 1930s, settling in the United States in 1938. Following a successful career in the steel industry, in 1960 he opened the Shickman Gallery, running it from New York's Upper East Side until November 2003. From relatively humble beginnings dealing predominantly in Old Master and Modern works on paper, Herman rapidly rose to become one of the leading American dealers of the second half of the 20th century. Throughout its history, the Gallery had the opportunity to handle many of the greatest masterpieces that came to market. Among the unquestioned highlights was Rembrandt's magnificent Man in a gorget and cap, one of the artist's earliest masterpieces. The painting subsequently made its way into the famed collection of Pieter and Olga Dreesmann and, in 2012, achieved the world auction record for a work from the artist's Leiden period when it sold at Christie's, London, for £,8,441,250(\$13,255,732). Herman's tremendous faith in Christie's is borne out by the strong relationships he forged over the years with our specialist team, notably Noël Annesley, Senior Consultant, Old Master Drawings, and, toward the end of his life, his entrusting our company with consignments valuing nearly \$3 million.

His greatest and most lasting legacy, however, is the manner in which he enriched the collections of American, European and Israeli Museums. Herman maintained especially strong relationships with the J. Paul Getty Museum, to which he sold, among other works, Jan Lievens' exceptional *Prince Charles Louis of the Palatinate with his Tutor Wolrad von Plessen in Historical Dress* in 1971 and, in conjunction with another dealer, Titian's *Venus and Adonis* in 1992. The Gallery also handled important sales to a number of further public collections, including the Norton Simon Museum (1969; Jacob Ochtervelt, *Family Portrait*) and the Minneapolis Institute of Arts (1976; David Teniers II, *The Temptation of Saint Anthony*). In addition to sales, Herman and his wife, Lila, made a number of generous donations to museums across the globe. The couple were longtime benefactors and lenders to the Metropolitan Museum of Art, to whom they donated several paintings, including Michiel Sweerts' Man Holding a Jug (2001) and Jean Auguste Dominique Ingres' The Virgin Adoring the Host (2005). In 1997, through partial purchase and partial gift, they assisted the Museum with its acquisition of Caravaggio's late masterpiece, The Denial of Saint Peter. Herman also served as a founder and long-time board member of the American Friends of the Israel Museum, to whom he and his wife donated sixteen works, including paintings by artists as varied as Karel van Mander, Adriaen van de Venne, Jusepe de Ribera, Matthias Stomer and Benjamin West. His early experience as a refugee fleeing Nazi Germany served as a catalyst for further gifts to the National Gallery of Art in Washington, D.C., which he once described as 'paying an immigrant's debt to this country'. Similarly, Herman reciprocated Anglo-American generosity toward his family following the outbreak of the Second World War by donating Gerbrand van den Eeckhout's Rebekah and Eliezer at the Well to London's National Gallery as a display of gratitude to the country for the hospitality it showed his mother during the War.

While Herman's taste tended toward the Old Masters, with particular emphasis on the works of Dutch and Flemish painters, his keen business acumen also enabled him to identify new trends in the market and to promote artists whose work had been largely ignored but would come to be seen as important. In the early 1970s, for example, he published several catalogues that were aptly titled The Neglected 19th Century and featured works by artists like William- Adolphe Bouguereau, Jean-León Gérôme and James Jacques Joseph Tissot, interest in whom has, as Herman predicted, been ascendant in recent decades. The sale of the Shickman Estate provides a remarkable opportunity to look afresh at Herman's pioneering taste and exceptional eye through his early acquisition of masterpieces by the likes of Juan van der Hamen y León, Luis Meléndez and Willem Kalf.

101 ANTOINE DE MARCENAY DE GHUY

(ARNAY-LE-DUC 1724-1811 PARIS)

A silver-gilt ewer with other vessels, a gun, a basket of strawberries and a bouquet of flowers in a glass vase on a ledge with a pheasant above inscribed and dated on the reverse 'Ant. De Marcenay pinxebat. / Paris 1761.' (possibly copying a signature on the reverse of the canvas)

oil on canvas, laid down on panel 31‰ x 39½ in. (80.3 x 100.2 cm.)

\$20,000-30,000

£16,000-23,000 €18,000-26,000

PROVENANCE:

Anonymous sale; Sotheby's, New York, 17 June 1982, lot 4, where acquired by Herman Shickman.

LITERATURE:

M. and F. Faré, *La vie silencieuse en France: La nature morte au XVIIIe siècle*, Paris and Fribourg, 1976, p. 299, fig. 481.

Antoine Marcenay de Ghuy assumed a role of considerable influence in Paris artistic life in the 1770s and 1780s outside the confining worlds of official patronage and the Academy, Born in Arnay-le-Duc in 1724, he was recorded as living in Paris by 1755 and lodging in the Quai de Conti by 1757. An associate member of the Académie de Saint-Luc, the painters' guild that provided an alternative to the more prestigious Académie Royale de Peinture et de Sculpture, he participated in the Salon de Maitres Peintres in 1762, exhibiting a trompe-l'oeil bas relief of 'jeux d'enfants' in the manner of Sauvage (signed and dated 1762: Musée d'Epinal). Such decorative paintings seem to have been something of a specialty for Marcenay de Ghuy (or Guy, as it is sometimes spelled), and other canvases of similar subjects can be found in the museums in Carcassone, Montbéliard and Toulouse and in several private collections. Although he continued to paint at least occasionally, he turned his attention increasingly to printmaking, reproducing paintings by Chardin and Rembrandt in beautiful and refined etchings, on which his continuing reputation rests. He also produced an important treatise entitled Idée de la gravure and a widely quoted essay of art criticism that adopted some of the aesthetic ideas of Rousseau and praised art that privileged visual and atmospheric harmony, a position somewhat at odds with the principal lessons and goals of

traditional Academy pedagogy. In 1776, he was one of the principal organizers of the exhibition at the Colisée which served as a controversial 'alternative' Salon for artists prevented from exhibiting at the official Paris Salon.

The present painting cannot be identified with certainty in the *livret* of any of the exhibitions Marcenay de Ghuy participated in, but several include entries no more specific than 'nature morte'. It is a work of great delicacy which shares a refined sensibility with the still lifes of Chardin, an artist whose works Marcenay de Ghuy studied and reproduced in prints. On a simple kitchen ledge the painter sensitively arranged the carefully chosen elements of his composition: a gilded ewer, partially covered by a white cloth; an open sugar bowl; a basket of wild strawberries and a glass vase with a beautiful bouquet of flowers; against the wall above rests a hunting rifle and beside it hangs a dead game bird. The painting, which is fully signed and dated 1761 on the reverse, is masterfully executed, beautifully colored and bathed in a gentle morning light that is authentic in its observation. The Shickman painting is, in itself, a skillful demonstration of the principals of unifying atmospheric harmony which the artist wrote of and encouraged in his important essay.



102 LOUIS-JEAN-FRANÇOIS LAGRENÉE I (PARIS 1725-1805)

The Robe; and The Third Estate

the first signed and dated 'L Lagrenee / 1766.' (lower left); the second signed and dated 'L Lagrenee / 1766.' (lower center, on the stone) oil on canvas 10 x 131/s in. (25.2 x 33.3 cm.) a pair

\$30,000-50,000

£23,000-38,000 €27,000-44,000

PROVENANCE:

with Galerie Joseph Hahn, Paris, by 1972. with Paul Rosenberg & Co., New York, by 1982.

EXHIBITED

Paris, Galerie Joseph Hahn, La Peinture Narrative en France, 1500-1800, 3-31 March 1972, no. 19.

Paris, Galerie Joseph Hahn, Leurs Esquisses: France, Italie, Autriche: Artistes du XVIIe et XVIIIe siècles, 25 April-7 June 1975, no. 12.

New York, Paul Rosenberg & Co., Four Guest Galleries from Paris & Paul Rosenberg & Co., 16 March-1 May 1982, nos. 24 and 25.

LITERATURE:

E. Zafran, *The Rococo Age: French Masterpieces of the Eighteenth Century*, exhibition catalogue, Atlanta, p. 57, under no. 18, fig. IIs.

M. Saridoz, Les Lagrenée, I. – Louis (Jean, François) Lagrenée, 1725-1805, Paris, 1983, nos. 161-164B, pp. 206-207, 364.

B. Rosasco, 'Louis-Jean-François Lagrenée's Four Estates and Their Patron, Guillaume Mazade de Saint Bresson', in *Record of the Art Museum, Princeton University*, LII, no. 2, 1993, pp.3, 14, 15, 16, 19, 20, 23 and 25, notes 2, 51 and 76, figs. 19 and 20.

Louis-Jean-François Lagrenée was born in Paris in 1724 and studied with Carle Vanloo. Winning the Prix de Rome in 1749, he left to become a pensionnaire at the French Academy in Rome the following year. He modeled his painting style on the polished, refined manner of his teacher, copied works by artists of the 17th-century Bolognese School, and was already known as 'The French Guido Reni' by the time he returned to Paris in 1754. He was received as an associate member of the Academy in 1755, and quickly established his reputation among the wealthy noblesse de finance as a masterly and pleasing painter of decorative works. He departed for St. Petersburg in 1760 when the Empress Elisabeth invited him to assume the position as her Premier Peintre. In addition to fulfilling Imperial commissions and academic obligations at the Russian Academy of Painting, Lagrenée painted numerous portraits of the Russian nobility before returning to Paris prematurely in April 1762, due to the death of the empress. He was soon elevated to full professor at the French Academy and immediately began exhibiting at the Salon, to acclaim and great success, even winning the support and patronage of the *philosophe* and fickle art critic, Denis Diderot. Public recognition and a prestigious career followed in quick order, and his hand-written account books reveal that he had painted at least 457 works by the end of his life, with more than 150 of these exhibited at the Salon.

The small and beautiful Shickman canvases, which are signed and dated 1766, are highly finished sketches for two of a suite of four allegorical overdoors that Lagrenée exhibited in the Salon of 1767 depicting The Four Estates. Both the finished paintings and the sketches are among the best documented of Lagrenée's long career. The Salon livret gives their titles as: '(22) "The Clergy: the figures of Truth and Religion"; (23) "The Military: Bellona presenting to Mars the reins of his horses"; (23) "The Magistracy: Justice disarmed by Innocence and applauded by Prudence"; and (24) "The Third Estate: Agriculture and Commerce which leads to Abundance". The finished paintings were commissioned by Guillaume Mazade de Saint-Bresson (d. 1777), an immensely wealthy fermier-général (tax farmer) and the treasurer of Languedoc, as overdoor decorations for the Hôtel Castanier on the rue des Capucines in Paris, a magnificent residence that he had purchased in 1763 and was extensively modernizing. Lagrenée had exhibited at the Salon of 1765 allegorical overdoors of the same format that had been commissioned by Louis XV for the château de Choisy (now in Fontainbleau), and Mazade de Saint-Bresson was no doubt inspired by them to request from the artist comparable paintings for his own house, which he was decorating with a level of opulence to rival a royal palace.

The allegories would celebrate the probity of the patron and the virtue of the classes whose taxes he collected. The themes of peace, the clemency and prudence of the Magistrature, the foundation of religion in truth, and the abundance fostered by agriculture and commerce flattered the patron and was perhaps intended to subtly counter a growing hostility within enlightened circles toward the outsized role of the financial oligarchy in the economic system of the *Ancien Régime*.

Bachaumont observed that there were traditionally only three Estates – the First Estate consisting of the clergy; the Second Estate composed of the two divisions of the noble class, the Nobility of the Sword and the Nobility of the Robe; and the Third Estate

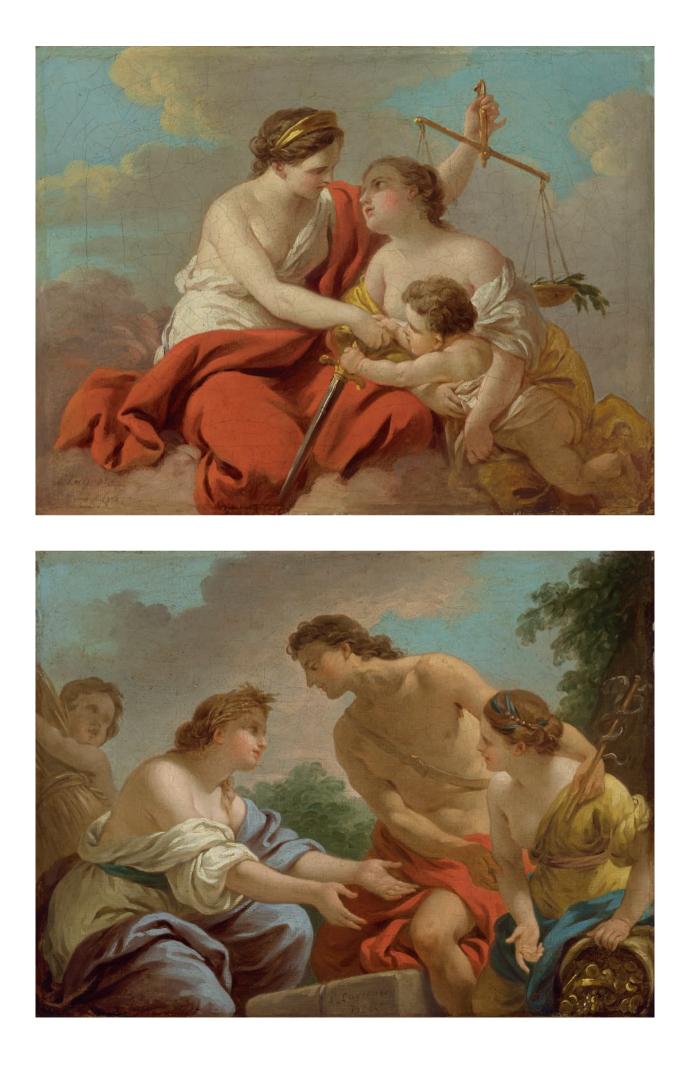




Fig. 1 Louis Lagrenée, Justice Disarmed by Innocence and Applauded by Prudence, 1766, Princeton University Art Museum, Princeton.

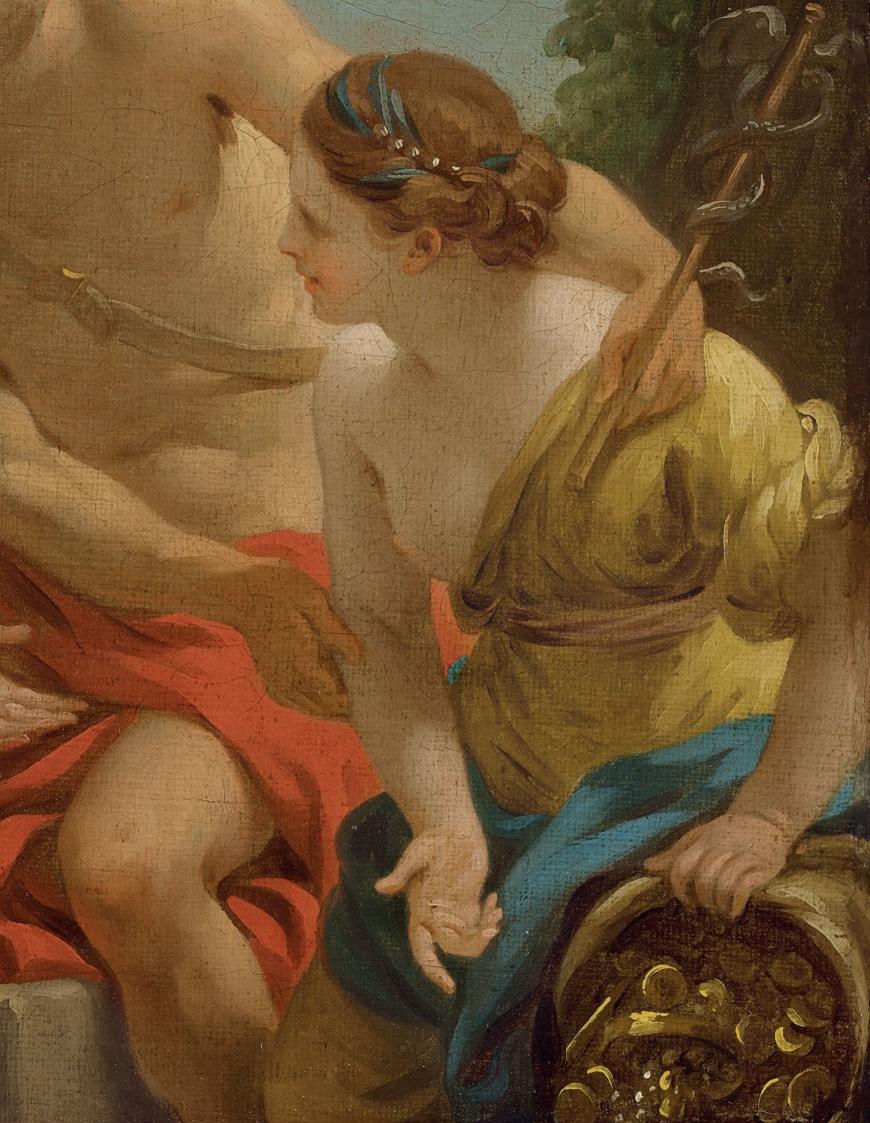
including the workers, laborers and peasants that formed the overwhelming majority of the French population. He concluded that Lagrenée's series represented the Second Estate with two separate canvases simply to flatter his patron; in his view, a distinct painting devoted to 'The Magistracy' – the judiciary and members of Parlément or 'La Noblesse de Robe' and the class of ennobled bourgeoisie to which Mazade de Saint-Bresson belonged – was added for the sole purpose of ingratiation with a rich and powerful collector. The actual reason may have been entirely innocent: the décor of the room in which they were to be installed might simply have required four decorations.

The paintings were well received at the Salon. In his magnificent watercolor of the exhibition, Gabriel de Saint-Aubin depicted Lagrenée's *Four Estates* hanging in a place of honor (Veil-Picard collection, Paris). The critic of the *Mercure de France* described the paintings as 'ingenious' and noted that 'they give the greatest pleasure.' The reviewer for the *Journal encyclopédique* wrote of the 'four emblematic paintings of exquisite taste...' *L'Avant-coureur* observed that 'one can see nothing more gracious than the four paintings designating the four estates of citizens under sensible and seductive emblems.' Mathon de la Cour praised their 'beautiful finish, fresh colors, and soft harmony.' Even Diderot, who found them confusing in their symbolism and obscure in meaning, praised the beauty of their execution.

It is not known when Lagrenée's series of *The Four Estates* was divided. *The Clergy* and *The Third Estate* were sold as a pair in an auction in Paris of the collection of Penard y Fernandez in 1960 (Hôtel Drouot, 19-20 December 1960, lot 84, illustrated); they have since disappeared but are reproduced in the sale catalogue. *The Sword* and *The Robe* appeared at auction at Christie's London in 1974 (18-19 July 1974, lot 96, and were acquired by The Art Museum, Princeton University in 1975; fig. 1). Just as Lagrenée's account books record the paintings as having been made for Mazard de Saint-Bresson

and acquired from the artist for 600 *livres* each, the same source identifies four sketches for the paintings that were acquired by 'Mlle Mazade' – the patron's daughter – for the small sum of 300 *livres* total. Mlle. Mazade made a spectacular marriage to the duc de Villequier-d'Aumont in 1771, bringing to the union a dowry of a million *livres*, among the richest of the century. She died of natural causes in 1785 and her husband, who was compromised in the Flight to Varennes, when the royal family escaped to a waiting carriage through his apartment in the Tuilleries Palace, fled the Revolution and emigrated to Belgium.

The Shickman sketches represent The Robe and The Third Estate; a third sketch, for The Sword, appeared on the Paris art market in the 1970s, but its present whereabouts is unknown; the sketch for The Clergy seems untraced since the 18th century. Comparisons between the Shickman sketch and photographs of the final version of The Third Estate reveal virtually no changes: in both, we see the handsome, bare-chested figure of Mercury, caduceus in hand, presenting Abundance, whose cornucopia overflows, to the open-armed and welcoming figure of Agriculture, her head crowned with cornflowers; behind Agriculture stands a putto lifting a great sheaf of wheat. Although the elements composing The Robe; or Magistracy, are the same in both the sketch and the finished overdoor - Justice holds scales, its trays filled with laurel, while a putto deprives her of her sword; Prudence assists in the disarming -Lagrenée significantly rearranged the figures, giving greater prominence to the Scales of Justice and rendering the grouping more monumental in the process. If one might find Diderot's assessment of the picture as 'lacking in judgment and conceptual focus' somewhat harsh, it is impossible to disagree with his appraisal of its masterly painting technique: 'If the mind dwells on something here, dreams about something, it's the beauty of touch, the drapery, the heads, the feet, the hands...for the handling here is very beautiful.



103 **ISAAC VAN OSTADE** (HAARLEM 1621-1649)

A woman selling fruit by a cottage signed and dated 'I[sack] van Ostad[e] / 16[47]' (lower center) oil on panel 24 x 18% in. (61 x 47.3 cm.)

\$250.000-350.000

£190.000-260.000 €220,000-310,000

PROVENANCE

C.H. van Heemskerck, widow of Abraham Westerhoff; (†) her sale, Rietmulder, The Hague, 26 August 1782, lot 17 (f 300).

Van Leyden, Amsterdam; his sale, Paillet, Paris, 10 September 1804, lot 71 (FF 2990 to La Roche)

Corneille-Louis Reynders, Brussels; his sale, Nieuwenhuys de Man, Brussels, 6 August 1821, lot 76 (FF 7500).

La Peyrière, Paris.

Thomas Emmerson, Stratford Place, London; his sale, Phillips, London, 1 May 1829, lot 155 (£320.5 to Nieuwenhuys for J. Smith[?]).

François Delessert (1780-1868), Paris; Pillet, Paris, 15 March 1869, lot 68 (FF 13,000).

Alfred de Rothschild (1842-1918), London and Halton House, Halton, Buckinghamshire, by 1882, and by inheritance to his nephew

Lionel de Rothschild (1882-1942), London and Exbury House, Exbury, Hampshire, and by descent to his son

Edmund Leopold de Rothschild (1916-2009), Exbury House, Exbury, Hampshire, and by whom sold on 17 June 1946 to the following

with Frank Partridge, London.

Mrs. Vera Dunkels; Sotheby's, London, 6 July 1966, lot 14 (£4,800 to Bartlett).

Ambassador J. William Middendorf II (b. 1924), from whom acquired by Herman Shickman.

EXHIBITED:

New York, The Metropolitan Museum of Art, July 1967-1969, on loan.

New York, The Metropolitan Museum of Art, The Grand Gallery, 19 October 1974-5 January 1975, no. 117.

New York, National Academy of Design, Dutch and Flemish Paintings from New York Private Collections, 1988, no. 37.

New York, The Metropolitan Museum of Art, 1999-2018, on loan.

Poughkeepsie, Frances Lehman Loeb Art Center; Sarasota, John and Mable Ringling Museum of Art; Louisville, The Speed Art Museum, Time and Transformation in Seventeenth-Century Dutch Art, 8 April 2005-26 March 2006, no. 24.

I ITERATURE.

J. Smith, A Catalogue Raisonné of the Works of the most eminent Dutch, Flemish, and French Painters, I, London, 1829, p. 188, no. 36.

C. Blanc, 'La Galerie Delessert', Gazette des Beaux-Arts, XI, 1869, p. 123, illustrated.

C. Davis, A Description of the Works of Art Forming the Collection of Alfred de Rothschild, London, 1884, J. no. 25, illustrated.

C. Hofstede de Groot, A Catalogue Raisonné of the works of the most eminent Dutch Painters of the Seventeenth Century, III, London, 1910, p. 475, no. 129.

The Burlington Magazine, CVIII, no. 759, June 1966, p. XX, illustrated.

C. Eisler, 'A Guide to the Superstars', ARTnews, September 1974, p. 102, illustrated,

L. Eckerling, 'Isaack van Ostade', MA thesis, 1977, p. 100, fig. 36.

L. Eckerling Kaufman, 'Isaak van Ostade, 1621-1649', Ph.D. dissertation, 1995, I, p. 302, no. 41, II, pp. 530-531, fig. 41.

ENGRAVED.

F. Bracquemond (1833-1914), 1869.

Long regarded as an exceptional work by Isaac van Ostade, this painting was described in the sale of the Van Leyden collection held in Amsterdam in 1804 as a work of 'meilleur choix' ('best choice') and subsequently praised by the connoisseur and dealer John Smith as 'An excellent picture, painted in the artist's best time' (loc. cit.). More than a half-century later, the French art critic Charles Blanc effused about Isaac's success in creating a harmonious composition out of an otherwise disorderly, humble subject, exclaiming 'Quel attrayant désordre, et dans ce désordre quelle harmonie!' (loc. cit.).

Isaac's earliest paintings, which date to the end of the 1630s and early 1640s, tend to depict brownish domestic interiors of the type favored by his elder brother, Adriaen, in the mid-1630s, and landscapes that betray the influence of Salomon van Ruysdael, with whom he may have trained. By 1642 he began to combine these disparate threads into works that seamlessly integrated genre and landscape elements. Though the final two digits of the date in this painting are indistinct, the painting's format, tonality and handling strongly suggest that this is a mature work dating to 1647. Only after 1646 did Isaac fully exploit the compositional possibilities of an upright format in which bright local colors and white highlights like those found in the garments of the figures and the exceptionally tactile plaster-covered brick archway are juxtaposed against reddish-brown tones to create a complex pattern of light and shade.

Despite the painting's seeming realism in which an old woman selling produce sits before a dilapidated brick stairway leading to the entryway of a house, such an activity would not have been encountered in the Dutch Republic. By law, fruits and vegetables could only be sold at established marketplaces and not in front of one's home (see Eckerling Kaufman 1995, op. cit., I, p. 151). The diligence with which the produce seller, the woman at her spinning wheel, and the man descending the stairs at right ply their trades within this rustic setting is a common theme within 17th-century Dutch landscape paintings. Such views would likely have been interpreted by Isaac's contemporary urban viewers as representations of the carefree, virtuous simplicity of country life.

A somewhat smaller version of this composition, said to be by Adriaen van Ostade, was sold from the collection of Étienne Edmond Martin, Baron de Beurnonville (1825-1906) at Hôtel Drouot, Paris, 11-12 May 1906, lot 61. That painting subsequently appeared as a work by Isaac at Weinmuller, Munich, 13 December 1950. lot 557.



104

STUDIO OF SIR PETER PAUL RUBENS

(SIEGEN, WESTPHALIA 1577-1640 ANTWERP)

Two studies of the head of a young man

oil on panel 18¼ x 25 in. (46.2 x 63.5 cm.)

\$500,000-800,000

£380,000-600,000 €440,000-700,000

PROVENANCE:

Private collection, England. with Brian Koetser, London, by 1968, as Sir Peter Paul Rubens, from whom acquired by Herman Shickman.

EXHIBITED:

New York, Metropolitan Museum of Art, *The Grand Gallery*, 19 October 1974-5 January 1975, no. 24, as Sir Peter Paul Rubens.

New York, Metropolitan Museum of Art, 1999-2018, on Ioan, as Sir Peter Paul Rubens.

LITERATURE:

The Connoisseur, CLXVIII, May 1968, p. LV, illustrated, as Sir Peter Paul Rubens. A. Bury, 'in the galleries', *The Connoisseur*, CLXVIII, May 1968, p. 238, illustrated, as Sir Peter Paul Rubens.

J. Held, *The Oil Sketches of Peter Paul Rubens*, Princeton, 1980, I, p. 611, no. 446, II, pl. 433, as Sir Peter Paul Rubens.

M. Jaffé, *Rubens: catalogo completo*, Milan, 1989, p. 224, no. 405, fig. 405, as Sir Peter Paul Rubens.



Fig. 1 Sir Peter Paul Rubens, The Descent from the Cross, Musée des Beaux-Arts, Lille.





Fig. 2 Sir Peter Paul Rubens, Adoration of the Magi, Sint-Janskerk, Mechelen.

Following its rediscovery in the middle of the last century, this vigorously worked and psychologically penetrating study of the head of a young man viewed from two vantage points has generally been regarded as an autograph painting by the Flemish master Sir Peter Paul Rubens. The late Rubens scholar Julius Held included the painting in his seminal two-volume text on Rubens' oil sketches (*loc. cit.*), where he associated the upturned head at right with the figure of Maria Cleophas in Rubens' *Descent from the Cross* in the Musée des Beaux-Arts, Lille (fig. 1), as well as that of St. John the Evangelist in the right wing of his triptych depicting the *Adoration of the Magi* in the Sint-Janskerk, Mechelen (fig. 2), both of which date to *circa* 1617. On the basis of its association with these works, Held similarly assigned the Shickman sketch to this period in the artist's career. Less than a decade later, Michael Jaffé endorsed Held's attribution and commentary on the painting in his 1989 catalogue of the artist's works (*loc. cit.*)

More recently, scholars have questioned Held's association of the Shickman study with the altarpieces in Mechelen and Lille and proposed that it is instead by a talented hand working in Rubens' orbit in the second half of the 1610s, which included Jacob Jordaens and the young Anthony van Dyck. According to this line of reasoning, the thick, raised impasto is atypical of Rubens' sketches in the period, and the modeling of the ears and, in particular, the tear ducts lack Rubens' use of red lake to create the characteristic pinkish tonalities of his flesh tones. Its slight divergence from our contemporary understanding of Rubens' technique aside, the Shickman study nevertheless retains the fluid – and fluent – handling of works painted in close association with the Flemish master.

By the time this sketch was executed, Rubens was the leading painter in Europe of huge decorative cycles, commissioned by regents, princes and archdukes throughout the continent. Most of the large projects that he designed were executed with the assistance of pupils and collaborators working under the master's supervision and guided by his designs. Rubens involved himself in all stages of the production of these cycles, personally executing some of the final figures and applying finishing touches

throughout; however, on smaller projects such as engravings, sculptures, tapestries and book illustrations, he usually turned the execution of the final work over to assistants. In many cases, oil sketches represent the last stage in the creative process that can be assigned to the master himself.

In establishing a large studio of assistants in Antwerp, Rubens followed the example set by Frans Floris (c. 1519-1570) nearly a century earlier, as Peter Sutton perceptively observed (see P. Sutton, 'Introduction', *Drawn by the Brush: Oil Sketches by Peter Paul Rubens*, exhibition catalogue, Greenwich, Cincinnati and Berkeley, 2004, p. 24). In his life of the artist, Karel van Mander recounts that Floris had as many as 120 pupils and assistants working from his designs. After he had sketched a composition, Floris allowed his pupils to proceed on their own. Some of Floris's head studies have survived and seem to have functioned as a repertory of various human types with generic emotional expressions that could be conveniently inserted into the context of larger narrative pictures as the need arose. Floris' practice is comparable to that which Rubens employed for his head studies and those by his assistants, which were used in similar fashion. Most have a generalized mood or expression, such as the withdrawn and pensive countenances in the Shickman sketch, and could be adapted to different compositions.

The present heads were certainly painted from life after models posed in the workshop, and may have been made to be retained in the studio and employed, as needed, to communicate the master's ideas to his assistants and assist in the process of developing different compositions of varying subjects. Indeed, the *Specificatie*, a list describing works from the artist's collection to be sold following his death, references precisely this type of work: 'Une quantit des visages au vif, sur toile, & fonds de bois, tant de Rubens, que de Mons. Van Dyck' (the translation commissioned by Sir Bathasar Gerbier for King Charles I of Great Britain read: 'A parcel of faces made after the life, vypon bord and Cloth as well by sr Peter Paul Rubens as van Dyck'; see J. Müller, *Rubens: The Artist as Collector*, Princeton, 1989, p. 145).



105

GERRIT ADRIAENSZ. BERCKHEYDE

(HAARLEM 1638-1698)

A capriccio view of Cologne with the Basilica of the Holy Apostles viewed from the northeast, the Stapelhaus and the Klein St. Martin in the distance

signed and dated 'G Berck Heyde 1671' (lower right, on the stone) oil on panel 16% x 24\% in. (41.9 x 62.5 cm.)

\$300,000-500,000

£230,000-380,000 €270,000-440,000

PROVENANCE:

Anonymous sale; Phillips, London, 14 July 1975, lot 18, as 'thought to be Mainz', where acquired by Herman Shickman.

EXHIBITED:

New York, Metropolitan Museum of Art, 1999-2018, on loan.

LITERATURE:

C. Lawrence, Gerrit Adriaensz. Berckheyde (1638-1698): Haarlem cityscape painter, Ghent, 1991, pp. 78-79, pl. IV.

With Jan van der Heyden, Gerrit Berckheyde pioneered the townscape as an independent genre of painting in the third quarter of the 17th century and is today regarded as one of its leading exponents. Though the majority of Berckheyde's townscapes depict the streets, squares and canals of local cities like Haarlem, Amsterdam and The Hague, he equally turned his brush to more distant places, including the German cities of Bonn, Heidelberg and Cologne. In the second half of the 1650s, Gerrit visited these and other German cities while traveling along the Rhine with his elder brother, Job, reputedly in the employ of Karl Ludwig, the Elector Palatine in Heidelberg.

Berckeheyde seems to have begun painting German townscapes only in the early 1670s, and the present painting, which is dated 1671, appears to be the artist's earliest dated view of Cologne. As with the townscapes by his contemporary van der Heyden, Berckheyde's views are often *capriccios*, the various architectural elements deriving from drawings that Berckheyde no doubt made while traveling through the Rhineland and years later assembled into visually appealing, if not entirely topographically accurate, compositions. Berckheyde's method of employing drawings produced more than a decade earlier when developing his paintings is not dissimilar from that of his great Haarlem predecessor, the architectural painter Pieter Saenredam (see, for example, Saenredam's *Crossing and nave of the St Odulphuskerk, Assendelft, from the choir* dated 2 October 1649 in the Rijksmuseum, Amsterdam, which is based on a sketch made *in situ* and dated 31 July 1634 in the Amsterdam Museum as well as a subsequent compositional drawing dated 9 December 1643 in Zeist).

That most of Berckheyde's German townscapes are composite views bringing together fictive juxtapositions of monuments combined with the sheer number of such works within Berckheyde's *oeuvre* has engendered speculation about the types of people originally acquiring such works. One suggestion holds that these paintings may have been intended as souvenirs for Dutch tourists who had traveled in Germany. Another

proposes that because Berckheyde's German views only began to appear in the 1670s, a period that coincides with his increased production of views of Amsterdam, they may have been painted for customers in that city, and perhaps specifically for the city's large and well-established German community (for a fuller discussion of both theories, see C. Lawrence, *op. cit.*, p. 78).

Located on the Neumarkt, the Basilica of the Holy Apostles is one of twelve Romanesque churches located in the old city of Cologne. Built on the site of a church dating to the end of the 9th century, the present structure is the third church to occupy the site, incorporating elements of an earlier 11th-century west-facing structure built either by Heribert of Cologne (c. 970-1021) or his successor Pilgrim of Cologne (c. 985-1036). The Basilica only began to take its present form in the decades before the establishment of the Neumarkt as a new commercial space in 1180, with its iconic triple apses—the focus of Berckheyde's painting—being added to form a clover leaf choir around 1200. The Basilica sustained significant damage following Allied bombing of Cologne during World War II but was restored to its original appearance in the ensuing decades.

The building in the central background appears to derive at least in part from the Klein St. Martin, a Cologne church that is readily identified through the unique pattern of its tower's brick- and stonework, the only part of the structure that survives today. Though presented here to the south of the Basilica of the Holy Apostles, the church was, in fact, located due east of the Basilica just beyond the banks of the Rhine. Berckheyde has similarly taken liberties by placing an elaborate open porch before the Basilica's apse. This porch is not found in Berckheyde's other known views of Basilica, which generally depict the building from more or less the same direction, including the paintings today in the collections of the Staatliches Museum Schwerin; Rheinisches Landesmuseum, Bonn; and Kölnisches Stadtmuseum, Cologne.



106 LUIS MELÉNDEZ

(NAPLES 1716-1780 MADRID)

Artichokes and tomatoes in a landscape

signed 'L.M F' (center right, on a stone) oil on canvas 24½ x 32½ in. (62.3 x 82.6 cm.)

\$2,000,000-4,000,000

£1,600,000-3,000,000 €1,800,000-3,500,000

PROVENANCE:

Edward Sackville-West (1901-1965), 5th Baron Sackville, Knole, Kent; Sotheby's, London, 16 March 1966, lot 71, where acquired by the following with Hallsborough Gallery, London. Acquired by Herman Shickman, by 1970.

EXHIBITED:

Amsterdam, Amsterdams Historisch Museum, Kunsthandelaar en verzamelaar (Art dealer and collector), 27 March-31 May 1970, no. 38.

Raleigh, North Carolina Museum of Art; Dallas, Meadows Museum; New York, National Academy of Design, *Luis Meléndez: Spanish Still-Life Painter of the Eighteenth Century*, 12 January-1 September 1985, no. 24.

London, National Gallery, *Spanish Still-Life from Velázquez to Goya*, 22 February-21 May 1995, no. 59.

Indianapolis, Indianapolis Museum of Art; New York, The Spanish Institute, *Painting in Spain in the Age of Enlightenment: Goya and his Contemporaries*, 23 November 1996-Spring 1997, no. 58.

New York, Metropolitan Museum of Art, 1999-2018, on loan.

Washington, D.C., National Gallery of Art; Los Angeles, Los Angeles County Museum of Art; Boston, Museum of Fine Arts, *Luis Meléndez: Master of the Spanish Still Life*, 17 May 2009-9 May 2010, no. 28.

LITERATURE:

'Bibliografia. Mercado de Arte', *Archivo Español de Arte*, XXXIX, 1966, no. 210, pl. 3, no. 8. E. Tufts, *A Stylistic Study of the Paintings of Luis Melendez*, Ph.D. dissertation, New York, 1971, p. 183, no. 58, fig. 53.

E. Tufts, 'Luis Meléndez, Still-Life Painter "Sans Pareil"', *Gazette des Beaux-Arts*, CXXIV, November 1982, p. 163, no. 82.

J.J. Luna, *Luis Meléndez, bodegonista español del siglo XVIII*, exhibition catalogue, Madrid, 1982, p. 31, illustrated.

E. Tufts, *Luis Meléndez: Eighteenth-Century Master of the Spanish Still Life with a Catalogue Raisonné*, Columbia, MO, 1985, pp. 103, 185, no. 81, pl. 81.

N.A. Mallory, 'Dallas. Luis Meléndez', The Burlington Magazine, CXXVII, 1985, p. 260.

J. Brown, 'Review of Luis Meléndez: Eighteenth-Century Master of the Spanish Still Life with a Catalogue Raisonné', *Art in America*, LXXIII, October 1985, p. 17.

J.J. Luna, 'America en los bodegones de Luis Meléndez', *Madrid en el contexto de lo hispánico deside la época de los descubrimientos*, Madrid, 1994, I, p. 537.

J.J. Luna, Los Alimentos de España en la Pintura Bodegas de Luis Meléndez, Madrid, 1995, p. 46, illustrated.

P. Cherry and J.J. Luna, *Luis Meléndez: Still Lifes*, exhibition catalogue, Dublin, 2004, p. 108.

P. Cherry and J.J. Luna, *Luis Meléndez: Bodegones*, exhibition catalogue, Madrid, 2004, p. 180. P. Cherry, *Luis Meléndez: Still-Life Painter*, Madrid, 2006, pp. 150, 154, 460-461, 540, no. 81. illustrated.









Fig. 1 Luis Melendez, Still life with cantaloupe, figs, and apples, and wineskin in a landscape, 1771, Museo Nacional del Prado, Madrid.

One of only a dozen large-scale still lifes by Meléndez that are situated in landscape settings, the dramatic lighting and atmospheric setting of the Shickman painting imbues it with a memorably brooding, romantic quality. The landscape is less topological than broadly suggestive of the Spanish countryside, whose bounty includes tomatoes, artichokes, pears and peas, and the still life is presented with a monumentality suggestive of nature's abundance.

Luis Meléndez, often referred to as the Spanish Chardin, was one of the greatest and most original still life painters of 18th-century Europe. Born in Naples into a family of painters, he moved the following year to Madrid where his father, Francisco, pursued a successful career as a portrait miniaturist. Luis received his earliest training from his father, producing miniature royal portraits in jewels and bracelets that were sent as gifts to envoys and ambassadors. He then entered the studio of Louis Michel Vanloo, the French artist who was court portraitist to Philip V, the first Bourbon king of Spain. He entered the Royal Academy of San Fernando in Madrid in 1745, the year after it was founded, and was quickly judged first among its students. He excelled at the rigorous academic requirements, especially life drawing, as is attested to in his remarkably assured *Self Portrait* of 1746 (Musée du Louvre, Paris), in which he depicts himself proudly displaying a highly finished drawing of a male nude in a typical academic pose.

Meléndez's promising future was derailed by the rash actions of his father, however, who lost the support of his colleagues at the Academy in a needless dispute in 1748, resulting in the expulsion of both father and son. Afterward, Luis travelled to both Rome and his birthplace, Naples, at his own expense, remaining in Italy for four years and surviving on a few commissions for Charles VI of Naples, future Charles III of Spain. He found it difficult finding work on his return to Spain in 1752, and he made a living assisting his father in painting miniatures in choir books for the royal chapel.

It was as a miniaturist that Meléndez came to the attention of Joseph Baretti, a British traveler, who admired these decorated choir books: 'Those painted by Don Luis Meléndez especially are superior to anything of that kind. I gazed over several of them

with admiration. The man is still alive: but King Ferdinand and Queen Isabella, who kept him long employed in that work, forgot to make any provision for him, and I am told he now lives in poverty and obscurity. Indeed it is a great pity if this is true!'

In 1760, at the time Baretti wrote of him so enthusiastically, Meléndez petitioned the new king to appoint him court painter. Although Charles III was sympathetic, it was only through the Royal Academy that he funneled patronage and Meléndez had burned that bridge; he petitioned the king again in 1772, once more without success. It was in the final twenty years of his life that he undertook the series of 100 or so still lifes on which his reputation rests, one of the few fields in which an artist could make a living without royal patronage or the support of the Academy. From 1759 to 1772, Meléndez produced a dazzling series of 44 still lifes for the private museum of the Prince of Asturias, 39 of which are today in the Museo Nacional del Prado, Madrid, as well as all of his other known still life paintings. Although there is no record of a royal commission, nearly half of his known works were first documented decorating the walls in the royal summer residence at Aranjuez in 1818, thirty-eight years after the artist's death.

While most of his known still lifes are small-scale kitchen interiors with fruits, vegetables, dishes and the like arranged on bare wooden tables against dark or neutral backgrounds, recalling in their simplicity, solidity and sharp, clear lighting the sober still lifes of 17th-century Spanish still life painters such as Zurbaran and Sánchez Cotán, he turned occasionally to airy, outdoor compositions, such as the Shickman painting, in the 1770s. Four still lifes with landscape settings, all of approximately the same size as this large canvas (32 inches wide), were among the paintings delivered to the Prince of Asturias in 1771 and 1772; all four of the Asturias canvases are today in the Prado. The Shickman picture has not, generally, been considered to have been part of this commission and is signed but not dated; however, like the other pictures grouped around this series, it is generally dated to the early 1770s, as its size, format, landscape setting and stylistic handling are consistent with the Prado set. In fact, one recent author has suggested that the painting may have been intended for Asturias. Ronda Kasl (*op. cit.*) believes 'that the Shickman *Still Life with Artichokes and Tomatoes in a*

Landscape was also painted for the prince of Asturias commission, but it never made its way from Meléndez's studio to the royal collection due to the dispute which interrupted the flow of pictures. When Still Life with Artichokes and Tomatoes in a Landscape is compared with the four still lifes-cum-landscapes that we know were delivered, it seems clear that the Shickman picture belongs with this group. First, its dimensions are approximately the same as the four pictures that entered the prince's collection. Perhaps more importantly, its summary landscape setting is strikingly similar to theirs, and it features a single product, the artichoke - grown in the Spanish-ruled regions of southern Italy as well on the Iberian peninsula - surrounded by examples of other native Spanish produce (the pears and peas) as well as tomatoes.... Moreover, the painting fits Meléndez's own description of what he was working on for the prince during the years 1771 and 1772' (loc. cit.).

On the ground of a rocky, wooded landscape, Melendez has arranged, seemingly casually, nine artichokes with spiky leaves, six yellow pears, peapods and six large and brilliantly hued, red tomatoes. Meléndez is one of the first Spanish painters to include tomatoes in his paintings. the red fruit having been only recently introduced to Europe from the New World, where they had long been a staple of Mexican and Peruvian cuisine. The fruits and vegetables take on a monumental quality in the expansive landscape setting, dwarfing the towering mountain in the distant background and sheltered by the dramatic, purple-clouded sky. Meléndez's systematic presentation of the produce of Spain reflected current Enlightenment scientific interest initiated by Linnaeus's plant studies (which had recently been translated into Spanish), but also nationalistic pride in depicting the bounty of the Spanish realm. In a letter of 1772 to Charles III, Meléndez described a goal of his still lifes to depict '...all the species of comestibles that the Spanish climate produces.' The central motif of the artichokes, with the exception of the one at far left, derives from another still life by the artist. recently rediscovered, in which the group is rendered in identical fashion. Infrared reflectography of the present painting shows that the artist added this final artichoke after he had already blocked in the landscape in brown paint, suggesting that the Shickman painting, with its ninth artichoke, followed on the painting with eight. This final artichoke was painted around an existing leaf and over the landscape background. It is possible that a lost life study of the artichokes once existed and provided Melendez with the prototype for both of the Shickman painting and its predecessor.

The bright red tomatoes and yellow pears provide a rich chromatic variety to a palette dominated by the wide-ranging and various greens found in the trees, artichokes and peapods. Numerous *pentimenti* indicate that Meléndez was adjusting his composition directly on the canvas as he painted, adding and removing elements and subtly shifting their positions until he achieved the perfect balance he sought. The combination of rapid, fleet brushwork, precision of detail, expansiveness of design and rich range of coloring help make the Shickman canvas one of the artist's most beautiful and successfully realized.



Fig. 2 Luis Melendez, Still life with watermelons and apples in a landscape, Museo Nacional del Prado, Madrid.



Fig. 3 Luis Melendez, Still life with pomegranates, apples, azaroles, and grapes in a landscape, Museo Nacional del Prado, Madrid.

107

WILLEM KALF

(ROTTERDAM 1619-1693 AMSTERDAM)

A chafing dish, two pilgrims' canteens, a silver-gilt ewer, a plate and other tableware on a partially draped table

signed 'w. KALF.' (lower right, on the front edge of the table)

oil on canvas 39¾ x 31¾ in. (101 x 80.5 cm.)

3974 X 3174 III. (101 X 80.3 CIII.)

\$2,000,000-4,000,000

£1,600,000-3,000,000 €1,800,000-3,500,000

PROVENANCE:

with Matthiesen Gallery, London, by 1938 (probably owned in partnership with Christian Faerber).

with Paul Drey Gallery, New York, by 1945.

Christian Faerber, Gothenburg and New York, by 1947.

[The Property of a Gentleman]; Sotheby's, London, 6 July 1966, lot 121.

Acquired by Herman Shickman, by 1967.

EXHIBITED:

London, Matthiesen Gallery, *Still Life and Flower Paintings of the Old and Modern Masters*, 13 June-22 July 1938, no. 32.

Oberlin, OH, Allen Memorial Art Museum, *Still Life Paintings 17th to 19th Century*, 1945. Stockholm, National Museum, *Konstkatter fraan Hollandsguldaalder*, 1959, no. 229.

Oslo, Nasjonalgalleriet, *Fra Rembrandt til Vermeer*, 9 October-6 December 1959, no. 35. New York, Shickman Gallery, *Exhibition of Dutch Seventeenth Century Paintings*, October 1967, no. 2.

New York, Metropolitan Museum of Art, *The Grand Gallery*, 19 October 1974-5 January 1975, no. 118.

New York, National Academy of Design, *Dutch and Flemish Paintings from New York Private Collections*, September 1988, no. 27.

New York, Metropolitan Museum of Art, 1999-2018, on loan.

Rotterdam, Museum Boijmans Van Beuningen; Aachen, Suermondt-Ludwig-Museum, Gemaltes Licht: Die Stilleben von Willem Kalf, 25 November 2006-3 June 2007, no. 21.

LITERATURE:

The Burlington Magazine, LXXIII, 1938, December Supplement, no. V, illustrated.

H.E. van Gelder, *W.C. Heda, A. van Beyeren, W. Kalf,* Amsterdam, 1941, pp. 42, 47, illustrated. W. Stechow, 'Notes on an Exhibition of Still Life Paintings from the 17th to the 19th Century', *Bulletin of the Allen Memorial Art Museum*, II, 1945, pp. 9-10, illustrated.

I. Bergström, *Holländskt Stillebenmåleri: Under 1600-Talet*, Gothenburg, 1947, pp. 272-273, fig. 223.

I. Bergström, Dutch Still-Life Painting in the Seventeenth Century, London, 1956, pp. 269-270, fig. 233.

L. Grisebach, Willem Kalf, 1619-1693, 1974, pp. 239-240, no. 68, fig. 70.



'The mastery of this man in this area of art shows itself here in its highest light. One must see this picture in order to understand in what sense art is superior to nature and what the spirit of mankind imparts to objects, which it views with creative eyes. For me, at least, there is no question but that should I have the choice of the golden vessels or the picture, I would choose the picture.'

Johann Wolfgang Goethe, 'Zur Erinnerung des Städelschen Kabinetts', 19 August 1797



Fig. 1 Willem Kalf, Still life, Wawlraf-Richartz-Museum, Cologne.



Fig. 2 Willem Kalf, *Still Life with Ewer, Vessels, and Pomegranate*, 1640s, J. Paul Getty Museum, Los Angeles.

Goethe's admiring diary entry on Willem Kalf and his work references a similar work dated 1643 in the collection of the Wallraf-Richartz-Museum, Cologne (fig. 1), but could equally apply to the present painting, which was praised by one commentator in the *Burlington Magazine* in 1938 as nothing short of a 'symphony in pewter' (*loc. cit.*). Having been in the Shickman collection for more than half a century, this still life testifies to Kalf's consummate abilities and exquisite painterly technique. Through his distillation of objects and the intensity of focus he brings to his crystalline renderings, especially evident in the pastose dots of paint that masterfully indicate the reflection of light across the engraved and chiseled silver-gilt ewer, Kalf lays claim to the notion that, in the words of one scholar, 'quality can register affluence as effectively as can quantity' (see J.B. Hochstrasser, *Still Life and Trade in the Dutch Golden Age*, New Haven and London, p. 269). Indeed, his virtuoso abilities at creating the illusion of reality has led

to his work being compared with that of Vermeer and ensured that Kalf's reputation, unlike that of most Dutch still life painters, never waned from his lifetime to the 'rediscovery' of the genre in the middle of the twentieth century.

This painting is one of only thirteen known still lifes executed during Kalf's formative years in Paris, which, in addition to the painting in Cologne, includes examples today in the collections of the J. Paul Getty Museum, Los Angeles (fig. 2) and Gemäldegalerie, Staatliche Museen zu Berlin (fig. 3). Born in Rotterdam, Kalf travelled to Paris in the late 1630s and resided there until 1646, when he returned permanently to the Netherlands. Despite his close contacts with contemporary French still life painters – the Getty painting has, for example, been identified as the work described in the estate inventory of Jacques Linard (Paris, Archives Nationales, Minutier central, étude LXXXI, 42, no.

138, 1647) – their production left comparatively little trace on Kalf's activity in the period. Kalf's elegantly composed still lifes brimming with costly objects arranged on a partially draped table, however, appear to have had a lasting influence on the subsequent production of French still life painters like Pierre Dupuis (1610-1682) and Meiffren Conte (*circa* 1630-1705) and were subsequently admired by painters like Antoine Coypel, who offered unreserved praise for the 'object imitated after nature' and noted that Kalf spoke 'the language of painting as well as Giorgione and Titian' (quoted in C.B. Bailey, 'Surveying Genre in Eighteenth-Century French Painting', *The Age of Watteau, Chardin, and Fragonard: Masterpieces of French Genre Painting*, exhibition catalogue, Ottawa, Washington and Berlin, 2003, p. 18). Moreover, their relatively restricted palette served as a critical bridge between the tonal still lifes of Dutch artists like Pieter Claesz and Willem Claesz. Heda and the so-called *pronkstilleven* (sumptuous and ornate still lifes) that would become Kalf's stock-in-trade in the 1650s and 1660s.

Kalf seems to have acted as an appraiser as well as a dealer in *objets d'art* and engravings, and it has been suggested that he may have employed some of this stock in his paintings (see A.J. Adams, *Dutch and Flemish Paintings from New York Private Collections*, exhibition catalogue, New York, 1988, p. 76). Rather than arrange these objects on a table, Kalf probably produced drawings of individual objects which could then be employed as aids in developing his compositions. Strong evidence for this working process emerges in a painting that last surfaced at a Parisian auction in 1960 (fig. 4), a nearly identical composition to the present work, save the rotation of the silvergilt ewer, as well as a painting dated 1644 and formerly in the collection of the Earls of Warwick, Warwick Castle, which includes an exceedingly similar upright pilgrim's canteen at center.

PROVENANCE:

The striking compositional similarities of Kalf's early Parisian still lifes has created a degree of scholarly confusion regarding their provenance. In his seminal catalogue raisonné on the master and his work, Lucius Grisebach catalogued this painting as having passed through sale at Frederik Muller, Amsterdam, 24-27 March 1942, lot 68 (loc. cit.). It is all but certain that the painting sold to 'Hermsen' (presumably the dealer Kees Hermsen) in 1942 was instead the painting of nearly identical composition and dimensions formerly on the Parisian art market. For one, the present painting is fully signed 'w. KALF' in large block letters, whereas the painting sold in 1942, much like the example formerly on the Parisian art market, was evidently unsigned. Moreover, it is known that the present painting was in the possession of Christian Faerber, an art dealer who worked for many years with the Matthiesen Gallery, by 1947. Though the Matthiesen records for 1938 unfortunately do not survive, one can reasonably conclude that, in light of his relationship with Matthiesen and subsequent ownership of the painting, Faerber lent the work to the gallery's exhibition of still lifes that year. Indeed, the persistent confusion regarding the provenance of these two works is confirmed by a record in the Getty Photo Archive, which erroneously suggests that our painting was the example put into sale in 1960.



Fig. 3 Willem Kalf, Still life, Gemaldegalerie, Staatlich Museem zu Berlin, Berlin. inv. no. 2137.



Fig. 4 Willem Kalf, A brazier, two pilgrim's canteens, a silver dish, a silver-gilt ewer, nautilus cup and glasses on a partially draped table, location unknown, image from the 1960 sale catalogue.

108

ABRAHAM MIGNON

(FRANKFURT AM MAIN 1640-1679 UTRECHT)

A fringed red poppy, a tulip, an iris, roses, poppies and other flowers with insects in a glass vase on a stone ledge

signed 'A. Mignon fec.' (lower right, on the ledge) oil on canvas 29 x 23½ in. (73.7 x 59.7 cm.)

20 x 20 / 2 m. (/ 0./ x 00./ 0m.

\$600,000-1,000,000

£460,000-750,000

€530,000-880,000

PROVENANCE:

Joachim Godske Moltke (1746-1818), Bregentved, Zealand, and by descent to his grandson Frederik Christian Moltke (1854-1936), Bregentved, Zealand; his sale, Winkel & Magnussen, Copenhagen, 2 June 1931, lot 87, with dimensions as 93 x 70 cm. Mrs. Lilian von Kaufman, Skolskor; Christie's, London, 14 May 1965, lot 132, with dimensions as $35 \times 26 \frac{1}{2}$ in., where acquired for 4,500 gns. by the following with Terry-Engell-Gallery, London, from whom acquired by Herman Shickman.

EXHIBITED:

Delft, Antiekbeurs, 1966, no. 15.

New York, Metropolitan Museum of Art, 1999-2018, on loan.

LITERATURE:

N.H. Weinwich, *Udførlig raisoneret Fortegnelse over en Samling Malerier i Kiøbenhavn, tilhørende Hs. Excellence Geheime-Conferentsraad Greve J.G. Moltke,* Copenhagen, 1818, no. 57, with dimensions as 35 ¼ x 26 ¼ in.

Catalogue des tableaux de la collection du comte de Moltke, Copenhagen, 1894, p. 43, no. 81, with dimensions as $35 \frac{1}{2} \times 26 \frac{1}{2}$ in.

P. Gammelbo, Dutch Still-Life Painting from the 16th to the 18th Centuries in Danish Collections, Leigh-on-Sea, 1960, p. 110, no. 156, illustrated, with dimensions as 93 x 70 cm. M. Kraemer-Noble, Abraham Mignon 1640-1679, Leigh-on-Sea, 1973, p. 47, no. B106, as 'probably not genuine' and with dimensions as 89 x 67.5 cm.

M. Kraemer-Noble, Abraham Mignon, 1640-1679, Petersberg, 2007, p. 214, no. 83, illustrated.

Although his splendid floral and fruit still lifes are admired and much sought after, relatively little is known of Abraham Mignon's life. Born the son of shopkeepers in Frankfurt, Mignon was baptized in the Calvinist church on 21 June 1640. When his parents moved to Wetzlar nine years later, Abraham was placed in the care of Jacob Marrel, an art dealer and still life painter who assumed the boy's artistic training. Impressed with his pupil's prodigious abilities, Marrel asked Mignon to instruct his step-daughter, Maria Sibylla Merian, in still life painting. By 1664, Marrel had relocated to Utrecht, taking Mignon with him, where they were both registered at the Saint Luke Guild. Strongly religious throughout his life, Mignon was elected deacon of the Waalse Kerk in Utrecht in 1672. In 1675, he married Maria Willaerts, cousin of the marine painter Cornelis Willaerts. Mignon died only a few years later, aged 39, and was buried in Utrecht on 27 March 1679.

Despite his brief career, Mignon was prolific and specialized in forest-floor still lifes and bouquets of flowers placed on stone ledges or niches, such as the present painting. His distinct style is characterized by precise details and crisp drawing and reflects the influence of his teacher, Marrel, and most notably Jan Davidsz. de Heem. In 1669, Mignon entered the Utrecht painters guild, the same year that de Heem rejoined it upon his return from Antwerp. The impact of de Heem on Mignon, who may have been the older master's pupil for a time, is most evident in the crystalline clarity of Mignon's drawing, in his sharp, clear colors, and in his consistent use of dark backgrounds.

In the magnificent Shickman still life, a convex glass vase with a pedestal base stands in a grey niche with an arching oval top. The vase holds a bouquet of flowers gathered in a dense bunch; others spread out to the sides of the niche. Roses and wild poppies are depicted in all stages of bloom and fading, but the vase also holds bluebells, an iris and an open tulip. A large peacock butterfly sits on the vase, a smaller butterfly sits on the right of the stone ledge, a snail crawls on the ledge to the left of the bouquet.

Mignon regularly repeated specific motifs in his still lifes with only slight variations from painting to painting, and the central grouping of four flowers in the Shickman picture can be found reproduced exactly in a smaller still life on canvas sold at Sotheby's, London, in 2000 (48 x 35 cm.; sold 6 July 2000, lot 70), and with small differences in another painting in the Ashmoleam Museum, Oxford. Several of the same flowers, the snail, butterfly and ear of corn are also found in a panel painting sold at Bonham's, London, in 2003 (47 x 36.5 cm.; sold 10 December 2003, lot 53). Other versions of bouquets crowned with a fringed red poppy, tulips and irises are in the Louvre, Paris; the Mauritshuis, The Hague; and the Fitzwilliam Museum, Cambridge.

Mignon regularly signed but seems never to have dated his paintings. Nonetheless, a loose chronology can be constructed from his evolving style, which gradually lost the softer naturalism of de Heem in favor of a sharper realism and more detailed technique. The present painting, which, following its sale in 1965, was restored to its original format, is likely datable to the years around 1670.



109

JUAN VAN DER HAMEN Y LEÓN

(MADRID 1596-1632)

Peaches, pears, plums, peas and cherries in wicker baskets, figs, plums and cherries on pewter plates, a bouquet of tulips, blue and yellow irises, roses and other flowers in a Venetian crystal vase with terracotta and glass vessels and stone fruit on a stone ledge

signed and dated 'Ju° vander hamen fat. 1629' (lower right) oil on canvas

34 x 517/s in. (86.4 x 131.8 cm.)

\$6,000,000-9,000,000

£4,600,000-6,800,000 €5,300,000-7,900,000

PROVENANCE:

Dr. Fritz Rosenberg (1890-1973), Boulder, CO, and by whom sold Anonymous sale; Parke-Bernet, New York, 12 March 1969, lot 28, where acquired by Herman Shickman.

EXHIBITED:

Amsterdam, Historisch Museum, Kunsthandelaar en verzamelaar (Art dealer and collector), 27 March-31 May 1970, no. 30.

Fort Worth, Kimbell Art Museum; Toledo, Toledo Museum of Art, Spanish Still-Life Painting in the Golden Age, 1600-1650, 11 May-3 November 1985, no. 21.

London, National Gallery, *Spanish Still-Life from Velázquez to Goya*, 22 February-21 May 1995, no. 15.

New York, Metropolitan Museum of Art, 1999-2018, on loan.

Madrid, Palacio Real; Dallas, Meadows Museum, Juan van der Hamen y León & the Court of Madrid, 24 October 2005-28 May 2006, no. 53.

LITERATURE:

R.T. Martín, La naturaleza muerta en la pintura española, Barcelona, 1971, p. 56.

E. Valdivieso, 'Un bodegón inédito de Juan van der Hamen', Archivo Español de Arte, XLVIII, 1975, pp. 402-403, fig. 7.

B.S. Myers, *Encyclopedia of World Art: Supplement: World art in our time*, XVI, New York, 1983, p. 186.

E. Harris, 'Exhibition Reviews: London, National Gallery, Spanish still life', *Burlington Magazine*, CXXXVII, 1995, p. 331, fig. 44.

W.B. Jordan, An Eye on Nature: Spanish still-life paintings from Sanchez Cotán to Goya, London, 1997, pp. 60 and 63.

V.G. Powell, C. Ressort, et al., *Musée du Louvre. Département des Peintures. Catalogue: écoles espagnole et portugaise*, Paris, 2002, p. 380.

L. Ramón-Laca and F. Scheffler, 'Juan van der Hamen y el Gusto Foráneo por las Flores', in M.C. Bravo, ed., *El arte foráneo en España: presencia e influencia*, Madrid, 2005, p. 361, note 4.









Fig. 1 Juan van der Hamen y León, Still Life with Fruit and Glass, Williams College Museum of Art, Williamstown.

Last seen at auction nearly half a century ago, Still life with flowers and fruit is one of Juan van der Hamen y León's largest still lifes and is universally regarded as one of his masterpieces. For many years, it has been exhibited as a highlight of the Metropolitan Museum of Art's European Painting galleries and is one of the most important Spanish still lifes remaining in private hands. Following the format that van der Hamen developed in the mid-1620s, Still life with flowers and fruit presents an assortment of luxurious objects arranged in three planes. The principal ledge of the painting is the longest of any of van der Hamen's stepped still life compositions. From left to right, the artist has portraved a bouquet of tulips, blue and vellow irises, roses, and other flowers in a Venetian crystal vase, a pewter plate of figs, and a basket of peaches, pears and plums. On the lower ledge van der Hamen painted two terracotta vases, a pewter plate of cherries and plums, a black glass bottle and scattered stone fruit. Finally, perched on the uppermost shelf - the narrowest of any of his stepped compositions - is a basket of green pea pods and cherries. Taken as a whole, van der Hamen's still life exhibits the brilliant clarity of execution, purity of design and refined description of surface detail that are the hallmarks of his style, uncommon qualities that led the art historian William B. Jordan to proclaim the artist to be 'one of the most original and sophisticated stilllife painters of his age' (W.B. Jordan, Spanish Still Life in the Golden Age 1600-1650, op. cit., p. 142).

The Shickman van der Hamen is nearly identical in size and scale to that of the *Still life with fruit and glassware* in the Williams College Museum of Art, Williamstown, MA (fig. 1). This latter painting is similarly signed and dated 1629, suggesting that the two paintings originally formed part of a series. In both, van der Hamen lowered

the plinth in the foreground relative to those seen in his earlier compositions, thereby opening up the pictorial space to create a less cluttered, more powerful arrangement of objects. In contrast to the Williamstown painting, the Shickman still life has a more saturated palette and is more brightly lit, which has led Jordon to suggest that it might have been intended to evoke the spring months of the year (ibid.). According to this reading, the Williamstown painting, with its warmer lighting and more restrained colors and depictions of grapes, peaches and pomegranates would draw associations with summer months. Although their perspectival constructions and light sources do not work together when the two paintings are hung on the same wall, as one would expect to find if the paintings were designed to function as a pair, these compositional differences find resolution when they are placed on perpendicular walls, with the Shickman painting hanging to the left of its Williamstown companion. Accordingly, it is likely that both works originally belonged to a larger series. Similar series of still lifes representing the seasons were painted by followers of van der Hamen, such as Antonio Ponce and Francisco Barrera (ibid., see also C. Klemm, 'Weltdeutung - Allegorien und Symbole in Stilleben', Münster and Baden-Baden, 1979, pp. 140-218).

Celebrated in his day as one of the greatest painters of his generation, Juan van der Hamen y León was descended from a historic Flemish noble family. His father, Jehan van der Hammen, was a Flemish courtier who had moved from Brussels to Madrid before 1586. His mother, Dorotea Whitman Gómez de León, was half-Flemish and half-Spanish, and was similarly descended from two important noble families from Toledo. In addition to serving as unsalaried Pintor del Rey, van der Hamen was a member of the Flemish Royal Guard of Archers (*Archeros del Rey*), a distinguished position previously



Fig. 2 Juan Sanchez y Cotan, Still life with a cardoon and francoli, sold Christie's London, December 8 2004, lot 94.



Fig. 3 (above) Francisco de Zubaran, Still Life with Lemons, Oranges and a Rose, 1633, Norton Simon Museum, Pasadena / Bridgeman Images.

held by his father. As official guardians of the monarch, the members of this exclusive group of nobles accompanied the king in full regalia on all public and ceremonial occasions and as such, enjoyed direct access to the Palacio Real (Royal Palace). It was in part thanks to this privileged position that van der Hamen was able to secure some of his most important commissions. Although he was a talented painter of religious subjects and an accomplished portraitist (in 1626, Cassiano dal Pozzo famously preferred van der Hamen's portrait of the Papal Legate, Cardinal Francesco Barberini, to one by Velázquez), it was as a still life painter that he secured his reputation as one of the greatest artists of his generation (W.B. Jordan and P. Cherry, op. cit., pp. 44-45). Van der Hamen had already distinguished himself in this field by 1619, when he was commissioned to paint a still life with fruit and game for the hunting palace of El Pardo, to the north of Madrid. Though this royal commission is now lost, documents reveal that it was intended to hang alongside five other still lifes, possibly by Sánchez Cotán, for the south gallery of the newly reconstructed palace (ibid.). As Peter Cherry and Jordan have observed, this early exposure to Sánchez Cotán's work must have had a formative influence on the young artist, who adopted the older artist's 'window-frame format and strive for a lucid portrayal of space' (ibid., p. 47). Yet van der Hamen modified Sánchez Cotán's style, moving beyond the Toledo painter's astonishing realism and remarkable spatial illusionism to focus more on geometric purity and the plasticity of his forms. Simultaneously, van der Hamen tailored his subject matter to appeal to the tastes of his cosmopolitan clients in courtly circles of Madrid. Rather than portraying a discrete grouping of fruit and vegetables, of the type one encounters in Sánchez Cotán's paintings, such as his sensationally powerful *Bodegón with a cardoon and francolin* (fig. 2), or in the still lifes of van der Hamen's contemporary in Seville, Francisco de Zurbarán (fig. 3), van der Hamen filled his compositions with exotic flowers, delectable confections and pastries, and imported ceramic vessels and Venetian glass.

Van der Hamen is the first documented Spanish still life painter to vary the shapes of his compositions, painting on round and octagonal supports. Yet his greatest contribution was his departure from the established symmetrical window-frame still-lifes in 1626 to a new, asymmetrical format in which objects are displayed on three stone plinths of varying lengths and heights. It is difficult to overstate the extent to which van der Hamen's paintings were admired during his lifetime. His still lifes inspired early 17thcentury Spanish authors to write more encomiums in prose and verse than the work of any of his contemporaries, including Diego Velázquez (J. Brown, The Golden Age of Painting in Spain, New Haven, 1991, p. 103). Poets and critics such as Lope de Vega and Francesco Pacheco hailed him as the new Apelles, whose art surpassed that of Nature and was unrivaled in his short lifetime. Indeed, when the artist died at the tragically young age of 35, the writer Juan Perez de Montalván lamented that 'if he were living, he would be the greatest Spaniard his art had ever known' (quoted in W.B. Jordan and P. Cherry, Spanish Still Life from Velázquez to Goya, op. cit. p. 56). Van der Hamen's pioneering paintings helped to establish an enduring tradition of still life paintings in Spain that would extend through the following centuries, finding its culmination in the 20th century with the revolutionary works of Pablo Picasso.



110 FERDINAND-VICTOR-LÉON ROYBET (UZÈS 1840-1920 PARIS)

A youth singing

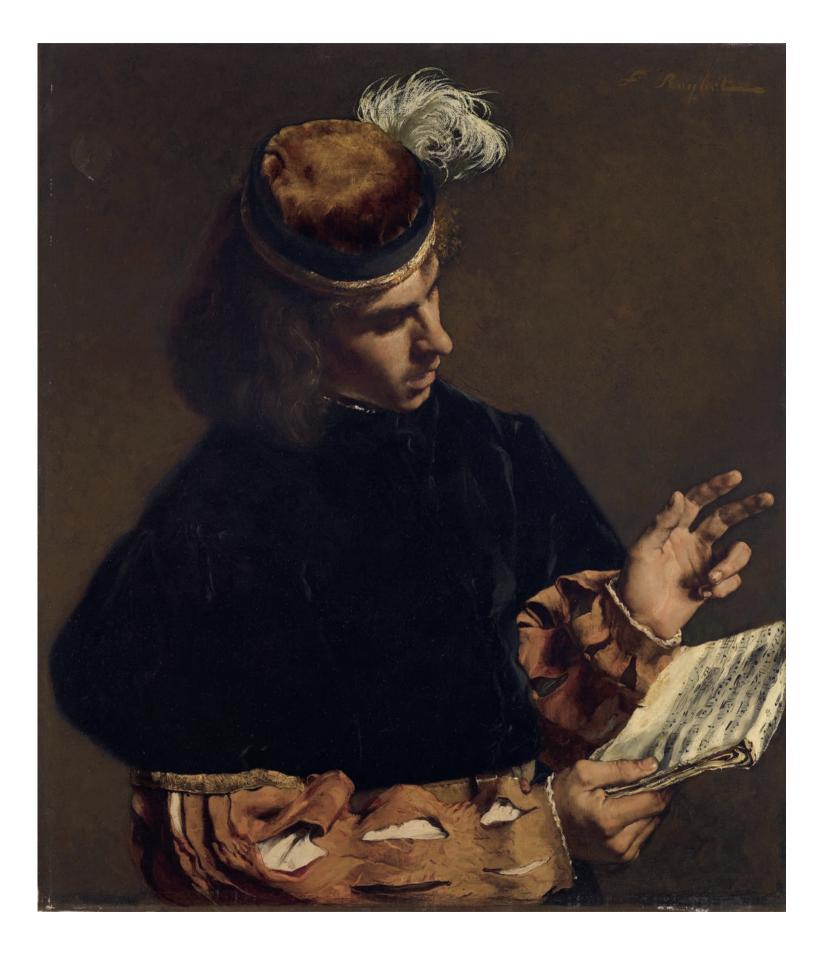
signed 'F. Roybet' (upper right) oil on canvas $30\frac{1}{2} \times 26\frac{1}{2}$ in. (77.5 x 67.3 cm.)

\$20,000-30,000

£16,000-23,000 €18,000-26,000

PROVENANCE:

(Possibly) Anonymous sale; Christie's, London, 1 November 1957, lot 87. Anonymous sale; Sotheby's, London, 14 November 1973, lot 64, where acquired by the following with Herner Wengraf Ltd., London.



111

THÉODULE AUGUSTIN RIBOT

(SAINT-NICOLAS-D'ATTEZ 1823-1891 COLOMBES)

La prière

signed and dated 't. Ribot 1862' (lower right) oil on canvas 38 x 51 in. (96.5 x 129.5 cm.)

\$40,000-60,000

£31,000-45,000 €36,000-53,000

PROVENANCE:

M. de Balleroy. with Galerie Bernheim-Jeune, Paris, by 1890. Thomas Jefferson Coolidge (1831-1920), Boston, and by descent to his daughter Eleonora Randolph Sears (1881-1968), and by descent to Marie V. Gendron (1903-2004), Clearwater, FL. Anonymous sale; Christie's, New York, 29 May 1981, lot 58. Anonymous sale; Sotheby's, London, 17 June 1992, lot 468.

EXHIBITED:

Paris, Salon, 1863, no. 1578.

Paris, Galerie Bernheim-Jeune, *Exposition T. Ribot: catalogue raisonné des oeuvres exposées*, June-July 1890, no. 193, as *La Prière des petites filles* (only under 'Principales oeuvres'). Paris, École des Beaux-Arts, *Exposition Th. Ribot*, 3-31 May 1892, no. 2,5, where erroneously identified as exhibited in the *Salon* of 1865.

LITERATURE:

Z. Astruc, 'Oscillations', Le Salon Feuilleton quotidien, Paris, 4 May 1863, p. 1.

- L. Auvray, Exposition des Beaux-Arts, Salon de 1863, Paris, 1863, p. 57.
- P. Mantz, 'Salon de 1863', Gazette des Beaux-Arts, XIV, June 1863, pp. 504-505.

G. Lafenestre, 'La Peinture au Salon de 1863', *Revue Contemporaine*, XXXIII, 15 June 1863, p. 597.

J. Baric, *Un tour au salon . . . Album comique par Baric*, Paris, 1863, p. 11, illustrated with a caricature.

C. de Sault, Essais de Critique d'art, Salon de 1863, Paris, 1864, p. 90.

A. Stevens, Le salon de 1863, Paris, 1866, p. 215.

W. Bürger, 'Salon de 1863', *Salons de W. Burger 1861 à 1868*, I, Paris, 1870, p. 392.

L. de Fourcaud, Théodule Ribot, Sa vie et ses oeuvres, Paris, 1885, n.p.

ENGRAVED:

The artist, 1864.

We are grateful to Dr. Gabriel Weisberg for confirming the authenticity of this work.



112 JEAN-FRANÇOIS RAFFAËLLI

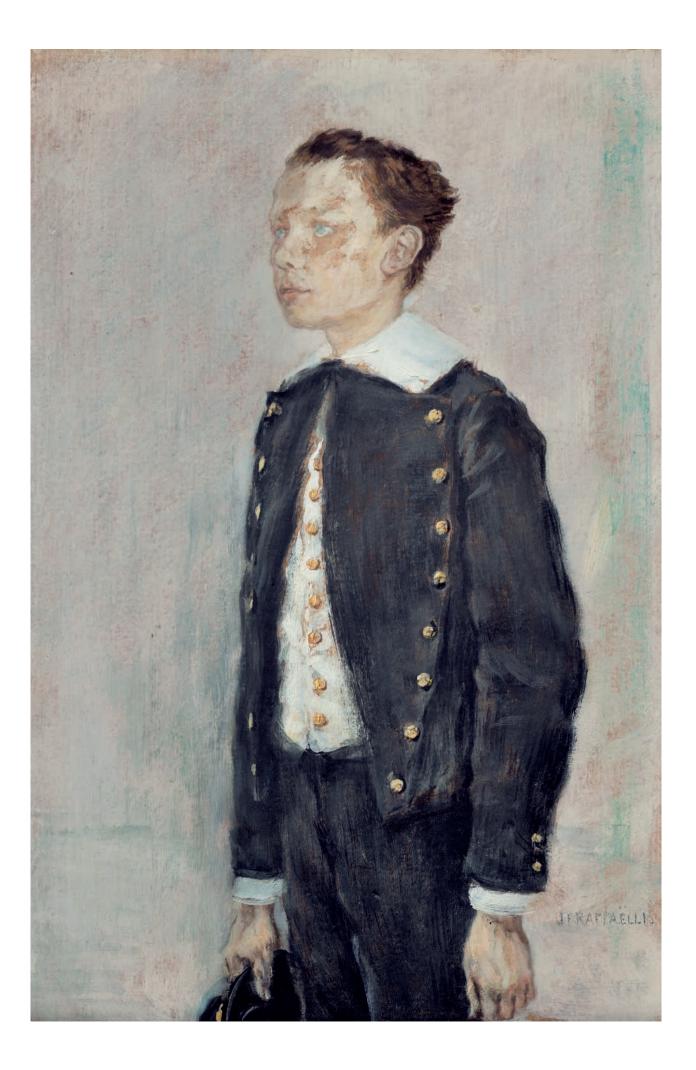
(PARIS 1850-1924)

Jeune lycéen en veste Sainte-Barbe signed 'J F RAFFAËLLI.' (lower right) watercolor, gouache and *crayons Raffaëlli* over pencilon board 10% x 7 in. (27.3 x 17.8 cm.)

\$15,000-20,000

£12,000-15,000 €14,000-18,000

We are grateful to Galerie Brame & Lorenceau and the *Comité Raffaëlli* for confirming the authenticity of this work. The work will be included in their digital Raffaëlli *Catalogue critique*, now in preparation.



113

CHARLES-FRANÇOIS DAUBIGNY (PARIS 1817-1878)

La saulaie signed and dated 'Daubigny 1863' (lower right)

oil on panel 145% x 26¼ in. (37.1 x 66.7 cm.)

\$20,000-30,000

£16,000-23,000 €18,000-26,000

PROVENANCE:

Jules Roederer, Le Havre, by 1883; his sale, Galerie Georges Petit, Paris, 5 June 1891, lot 8. with Galerie Georges Petit, Paris, by May 1899, from whom acquired on 29 May 1899 by the following

with M. Knoedler & Co., New York, from whom acquired in September 1899 by E. Alexander Young (1828-1907), London.

with Thomas Agnew & Sons, London, from whom acquired on 1 June 1908 by

Harry Samuel Henry (1856-1909), Philadelphia; (†) his sale, American Art Association, New York, 4 February 1910, lot 8, where acquired by

Cornelius Kingsley Garrison Billings (1861-1937), New York; his sale, American Art Association, New York, 8 January 1926, lot 10.

Eli Baxter Springs (1852-1933), New York; (†) his sale, American Art Association, New York, 23 November 1934, lot 56, where acquired by the following with Plaza Curiosity Shop, New York.

EXHIBITED:

Paris, Galerie Georges Petit, Exposition de peinture: cent chefs-d'oeuvre des collections parisiennes, June 1883, no. 15, as Bords de l'Oise.

Paris, Galerie Georges Petit, Cent chefs-d'oeuvre des collections françaises et étrangères, 1892, no. 15, as Bords de l'Oise.

LITERATURE:

A. Trumble, 'Notes and Novelties', The Collector, II, no. 16, 1 July 1891, p. 192.

E.G. Halton, 'The Collection of Mr. Alexander Young - The Daubignys', The Studio, XXXIX, 15 November 1906, pp. 111, 116, illustrated.

F.N. Levy, 'Paintings sold at Auction', American Art Annual, VIII, 1911, p. 362.
B. Ferree, Fort Tryon Hall, the residence of C.K.G. Billings, esq.: a descriptive and illustrated catalogue, New York, 1911, n.p., illustrated.

R. Hellebranth, Charles-François Daubigny, 1817–1878, Paris, 1976, p. 257, no. 773, illustrated.

ENGRAVED.

E. Gaujean, 1883.





114 JEAN-FRANÇOIS RAFFAËLLI (PARIS 1850-1924)

Notre Dame et le quai de la Tournelle signed 'JF RAFFAËLLI' (lower left) oil on canvas 25% x 32 in. (65.4 x 81.3 cm.)

\$100,000-150,000

£76,000-110,000 €88,000-130,000

PROVENANCE:

Monsieur P. Houbé, Avignon; his sale, Sotheby's, London, 25 April 1968, lot 322, where acquired by Private collection, London. with Hammer Galleries, New York.

Much like his friend, Edgar Degas, Jean Francois Raffaëlli embodied what the French critic Charles Baudelaire famously described as 'the painter of modern life'. A detached observer amidst the crowds on the grand boulevards of the newly 'Haussmann-ized' Paris, Raffaëlli captured the spectacle of *fin-de-siècle* society in the French capital.

A true Renaissance man, Rafaëlli was an accomplished actor, musician, printmaker, draftsman, sculptor and author as well as an innovative painter. Though Rafaëlli did not consider himself a part of any one movement and rejected all attempts to classify his art, he was above all a realist whose central belief was that an artist's duty was to render the essence of the contemporary society in which he lived. 'My subject is all Paris, I aim to paint the beauty of Paris as well as its wretchedness' ('A Talk by Mr. Rafaëlli,' *The Art Amateur*, April 1895, p. 135).

In 1880 and 1881, at the urging of Edgar Degas, Raffaëlli exhibited in the Impressionist exhibitions despite having little affinity with the movement. Even though his work was for the most part either overlooked or not understood within the context of the exhibition, not everyone found Raffaëlli's singularity within the Impressionist exhibitions undesirable. In reviewing the 1881 Impressionist exhibition, Le Petit Parisien noted, 'M. Raffaëlli seems to us to differ noticeably from the artist known as Impressionists: he paints with an extreme meticulousness, leaves out no detail...', while the reviewer for L'Art commented that the artist 'does not content himself with the approximate. He pursues to the very end what he undertakes' (quoted in M. Young, 'Heroic Indolence: Realism and the Politics of Time in Raffaëlli's Absinthe Drinkers,' Art Bulletin, June

2008, vol. XC, no. 2, pp. 237-238). It is in fact this distinction which so startled participants, viewers and critics of the Impressionist exhibitions that in time led to Raffaëlli's enduring appeal. Indeed, Raffaëlli's inclusion in the 1881 exhibition upstaged the works of those artists who had helped found the new movement and regarded themselves as bona fide Impressionists.

In the early 1890s, Rafaëlli produced numerous views and street scenes of the French capital, many of which were exhibited at the *Salon*. The present painting depicts the quai de la Tournelle and Raffaëlli has used the bridge crossing the Seine as a metaphor for the divisions and intersections of the social strata of Parisian life. The composition is essentially cut in half by the bridge itself; above, an omnibus passes, elegant people walk and fashionable carriages drive, while below, a mother and two children scour the riverbank while bargemen ready their vessel for the day's work. Dominating the composition are the imposing towers and buttresses of Notre Dame and the elegant façade of the palace of the Louvre, which draw the viewer into the scene and place it squarely in context. With Raffaëlli, the viewer always knows exactly where he is in Paris. Unlike Pissarro's views from above, with a plunging perspective and high horizon line, Raffaëlli choses a vantage point at ground level to focus on the specific landmarks and to remain involved in the spirit and mood of all aspects of city life.

We are grateful to Galerie Brame & Lorenceau and the *Comité Raffaëlli* for confirming the authenticity of this work. The work will be included in their digital Raffaëlli *Catalogue critique*, now in preparation.



Fig. 1 Present view of Notre Dame and the Quai de la Tournelle.



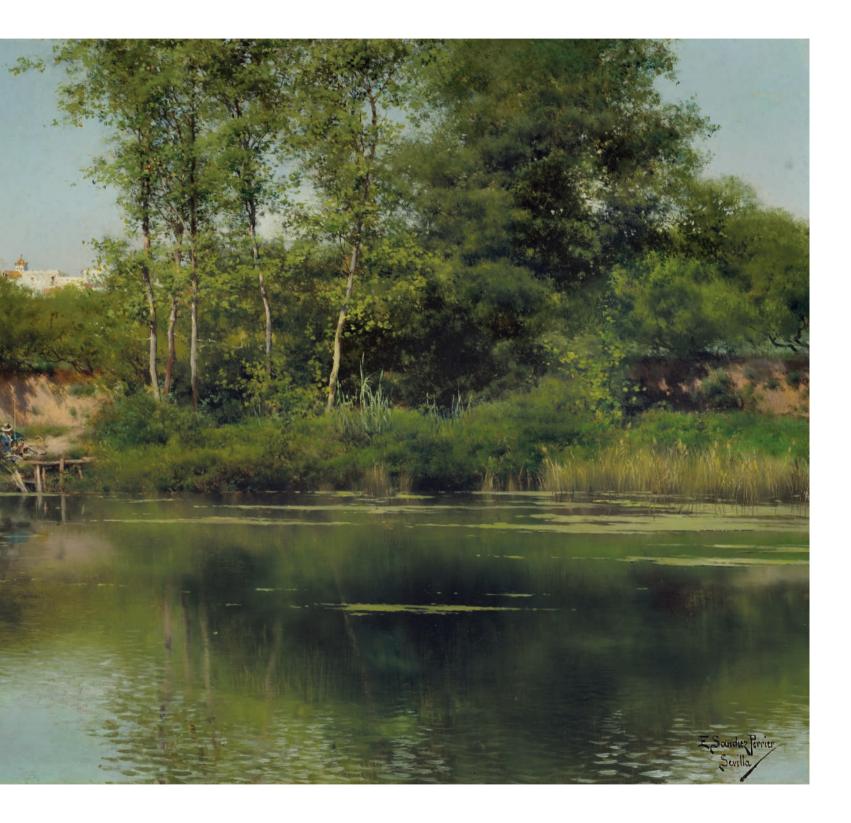
115 **EMILIO SÁNCHEZ PERRIER** (SPANISH, 1855-1907)

Two fishermen signed and inscribed 'E Sanchez Perrier / Sevilla' (lower right) oil on panel 13% x 21% in. (35.2 x 55.2 cm.)

\$20,000-30,000

£16,000-23,000 €18,000-26,000





CONDITIONS OF SALE · BUYING AT CHRISTIE'S

CONDITIONS OF SALE

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

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

A BEFORE THE SALE

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

2 OUR RESPONSIBILITY FOR OUR DESCRIPTION OF LOTS

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

3 CONDITION

- (a) The condition of lots sold in our auctions can vary widely due to factors such as age, previous damage, restoration, repair and wear and tear. Their nature means that they will rarely be in perfect condition. Lots are sold "as is," in the condition they are in at the time of the sale, without any representation or warranty or assumption of liability of any kind as to condition by Christic'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 gemmological report. If no report is available, assume that the gemstones 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 $\pm 1212-636-2490$.

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 2.4 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™ 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 LIVE^M Terms of Use which are available on is https://www.christies.com/LiveBidding/ OnlineTermsOfUse. (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 CONDUCTING 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 **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 related to bidding and whether during or after the auction, continue the bidding, determine the successful bidder, cancel the sale of the lot, or reoffer and resell any lot If you believe that the auctioneer has accepted the successful bid in error, you must provide a written notice detailing your claim within 3 business days of the date of the auction. The auctioneer will consider such claim in good faith. If the **auctioneer** in the exercise of his or her discretion under this paragraph, decides after the auction is complete, to cancel the sale of a **lot**, or reoffer and resell a **lot**, he or she will notify the successful bidder no later than by the end of the 7th calendar day following the date of the auction. The **auctioneer's** decision in exercise of this discretion is final. This paragraph does not in any way prejudice Christie's ability to cancel the sale of a **lot** under any other applicable

provision of these Conditions of Sale, including the rights of cancellation set forth in sections B(3), E(2)(i), F(4), and J(1).

4 BIDDING

- The **auctioneer** accepts bids from:
- (a) bidders in the saleroom;
- (b) telephone bidders;
 (c) internet bidders through 'Christie's LIVE[™] (as
- (d) method blacks through Chilster's ErvE
 (d) written bids (also known as absentee bids or
- commission bids) left with us by a bidder before the auction.

5 BIDDING ON BEHALF OF THE SELLER

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

6 BID INCREMENTS

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

7 CURRENCY CONVERTER

The saleroom video screens (and Christies LIVE[™]) 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 **lot**s we charge 25% of the **hammer price** up to and including US\$300,000, 20% on that part of the **hammer price** over US\$300,000 and up to and including US\$4,000,000, and 13.5% 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 are 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 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** ourside 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 succesful 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

-) it will be nonored for claims nonned 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 lot can only be shown not to be authentic by a scientific process which, on the date we published the catalogue, was not available or generally accepted for use, or which was unreasonably expensive or impractical, or which was likely to have damaged the lot.
- (g) The benefit of the authenticity warranty is only available to the original buyer shown on the invoice for the lot issued at the time of the sale and only if 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;
 - 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,
 - (ii) drawing, and graphs, recers of 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 E2(h)(ii) above and the property must be returned to us in accordance with E2h(iii) above. Paragraphs E2(b), (c), (d), (e), (f) and (g) and (i) also apply to a claim under these categories.

3 YOUR WARRANTIES

- (a) You warrant that the funds used for settlement are not connected with any criminal activity, including tax evasion, and you are neither under investigation, nor have you been charged with or convicted of money laundering, terrorist activities or other crimes.
 (b) where you are bidding on behalf of another person,
- you warrant that:
- (i) you have conducted appropriate customer due dilgence on the ultimate buyer(s) of the lot(s) in accordance with all applicable anti-money laundering and sanctions laws, consent to us relying on this due diligence, and you will retain for a period of not less than 5 years the documentation evidencing the due diligence. You will make such documentation promptly available for immediate inspection by an independent third-party auditor upon our written request to do so;
- (ii) the arrangements between you and the ultimate buyer(s) in relation to the lot or otherwise do not, in whole or in part, facilitate tax crimes;
- (iii) you do not know, and have no reason to suspect, that the funds used for settlement are connected with, the proceeds of any criminal activity, including tax evasion, or that the ultimate buyer(s) are under investigation, or have been charged with or convicted of money laundering, terrorist activities or other crimes.

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: a
 - (ii) the **buyer's premium**; and
 (iii) any applicable duties, goods, sales, use,
- compensating or service tax, or VAT. Payment is due no later than by the end of the

7th calendar day following the date of the auction (the "**due date**").

- (b) We will only accept payment from the registered bidder. Once issued, we cannot change the buyer's name on an invoice or re-issue the invoice in a different name. You must pay immediately even if you want to export the **lot** and you need an export licence.
- (c) You must pay for lots bought at Christie's in the United States in the currency stated on the invoice in one of the following ways: (i) Wire transfer
 - IP 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

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

- You must make these payable to Christie's Inc. and there may be conditions. (v) Checks
- You must make checks payable to Christie's Inc. and they must be drawn from US dollar accounts from a US bank.
- (d) You must quote the sale number, your invoice number and client number when making a payment. All payments sent by post must be sent to: Christie's Inc. Post-Sale Services,
- 20 Rockefeller Center, New York, NY 10020. (e) For more information please contact our Post-Sale Services by phone at +1 212 636 2650 or fax at +1 212 636 4939 or email PostSaleUS@christies.com.

2 TRANSFERRING OWNERSHIP TO YOU

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

3 TRANSFERRING RISK TO YOU

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

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

4 WHAT HAPPENS IF YOU DO NOT PAY

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

5 KEEPING YOUR PROPERTY

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

G COLLECTION AND STORAGE

- (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

 (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 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 ggest other handlers, packers, transporters, or experts if you ask us to do so. For more information, please contact Christie's Post-Sale Services at +1 212 636 2650 See the information set out at www.christies.com/ shipping or contact us at PostSaleUS@christie.com. We will take reasonable care when we are handling, packing, transporting, and shipping a. However, if we recommend another company for any of these purposes, we are not responsible for their acts, failure to act, or neglect.

2 EXPORT AND IMPORT

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

resembling ivory

If a **lot** contains elephant ivory, or any other wildlife material that could be confused with elephant ivory

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

- (d) Lots of Iranian origin
 - Some countries prohibit or restrict the purchase, the export and/or import of Iranian-origin "works of conventional craftsmanship" (works that are not by a recognized artist and/or that have a function, (for example: carpets, bowls, ewers, tiles, ornamental boxes). For example, the USA prohibits the import and export of this type of property without a license issued by the US Department of the Treasury, Office of Foreign Assets Control. Other countries, such as Canada, only permit the import of this property in certain circumstances. As a convenience to buyers, Christic'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 Ψ in the catalogue. These endangered species straps are shown for display purposes only and are not for sale. Christic'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 baraeraph.
- (c) In particular, please be aware that our written and telephone bidding services, Christie's LIVE™, condition reports, currency converter and saleroom video screens are free services and we are not responsible to you for any error (human or otherwise), omission or breakdown in these services.
- (d) We have no responsibility to any person other than a buyer in connection with the purchase of any **lot**.(e) If, in spite of the terms in paragraphs I(a) to (d) or
- Eq.() 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

In addition to the other rights of cancellation contained in this agreement, we can cancel a sale of a lot if: (i) any of your warranties in paragraph E3 are not correct; (ii) we reasonably believe that completing the transaction is, or may be, unlawful; or (iii) we reasonably believe that the sale places us or the seller under any liability to anyone else or may damage our reputation.

2 RECORDINGS

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

3 COPYRIGHT

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

4 ENFORCING THIS AGREEMENT

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

5 TRANSFERRING YOUR RIGHTS AND RESPONSIBILITIES

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

6 TRANSLATIONS

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

7 PERSONAL INFORMATION

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

auctioneer: the individual **auctioneer** and/or Christie's. **authentic:** authentic : a genuine example, rather than a copy or forgery of:

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

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

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

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

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

condition: the physical condition of a **lot**. **due date:** has the meaning given to it paragraph F1(a). **estimate:** the price range included in the catalogue or

any saleroom notice within which we believe a **lot** may sell. Low estimate means the lower figure in the range and **high estimate** means the higher figure. The **mid** estimate is the midpoint between the two.

hammer price: the amount of the highest bid the auctioneer accepts for the sale of a lot.

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

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

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

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

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

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

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

SYMBOLS USED IN THIS CATALOGUE

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

0

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

\triangle Property Owned in part or in full by Christie's

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

° Minimum Price Guarantees

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

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

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 ..."

its interest in the front of the catalogue

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

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

"With inscription ..."

In Christie's qualified opinion the signature/ date/inscription appears to be by a hand other than that of the artist.

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

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

POST 1950 FURNITURE

All items of post-1950 furniture included in this sale are items either not originally supplied for use in a private home or now offered solely as works of art. These items may not comply with the provisions of the Furniture and Furnishings (Firc) (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.

EUROPEAN ART

New York, 30 April 2019

VIEWING 25-30 April 2019 20 Rockefeller Plaza New York, NY 10020

CONTACT

Deborah Coy dcoy@christies.com +1 212 636 2120

Eugène Delacroix (French, 1798-1863) Archimède tué par le soldat de Marcellus signed 'Eug. Delacroix' (lower left) oil on canvas 17 1/4 x 14 in. (43.8 x 35.6 cm.) Painted *circa* 1846. \$200,000-300,000

CHRISTIE'S

STORAGE AND COLLECTION

PAYMENT OF ANY CHARGES DUE

Specified **lots** (sold and unsold) marked with a filled square (**II**) not collected from Christie's by 5.00pm on the day of the sale will, at our option, be removed to Christie's Fine Art Storage Services (CFASS in Red Hook, Brooklyn). Christie's will inform you if the **lot** has been sent offsite.

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.

Tel: +1 212 636 2650

Email: PostSaleUS@christies.com Operation hours for both Christie's Rockefeller and Christie's Fine Art Storage are from 9:30 am to 5:00 pm, Monday – Friday.

COLLECTION AND CONTACT DETAILS

Lots will only be released on payment of all charges due and on production of a Collection Form from Christie's. Charges may be paid in advance or at the time of collection. We may charge fees for storage if your **lot** is not collected within thirty days from the sale. Please see paragraph G of the Conditions of Sale for further detail.

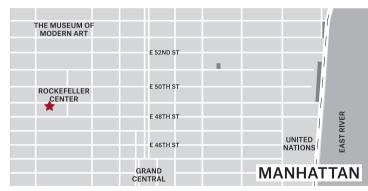
Tel: +1 212 636 2650 Email: PostSaleUS@christies.com

SHIPPING AND DELIVERY

Christie's Post-Sale Service can organize domestic deliveries or international freight. Please contact them on +1 212 636 2650 or PostSaleUS@christies.com.

Long-term storage solutions are also available per client request. CFASS is a separate subsidiary of Christie's and clients enjoy complete confidentiality. Please contact CFASS New York for details and rates: +1 212 636 2070 or storage@cfass.com

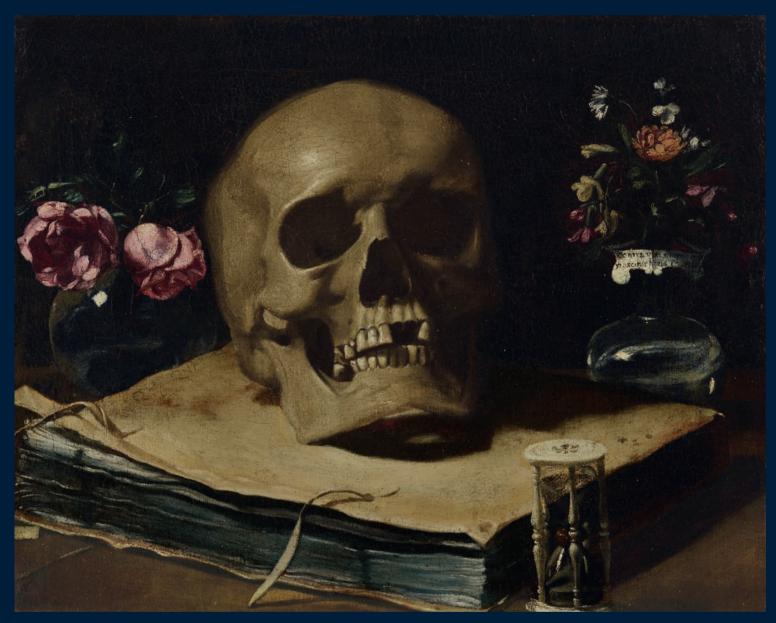
STREET MAP OF CHRISTIE'S NEW YORK LOCATIONS



Christie's Rockefeller Center 20 Rockefeller Plaza, New York 10020 Tel: +1 212 636 2000 nycollections@christies.com Main Entrance on 49th Street Receiving/Shipping Entrance on 48th Street Hours: 9.30 AM - 5.00 PM Monday-Friday except Public Holidays



Christie's Fine Art Storage Services (CFASS) 62-100 Imlay Street, Brooklyn, NY 11231 Tel: +1 212 974 4500 nycollections@christies.com Main Entrance on Corner of Imlay and Bowne St Hours: 9.30 AM - 5.00 PM Monday-Friday except Public Holidays



Property from the Collection of Richard L. Feigen GIOVANNI FRANCESCO BARBIERI, CALLED GUERCINO (Cento 1591-1666 Bologna) A vanitas still life with a skull atop a book, an hourglass and two glass vases of flowers inscribed '.QVI QVA[...]' (center left, on the book) and 'Contra v[...]' (center right, on the cartellino)

oil on canvas 12¼ x 15½ in. (30.8 x 38.5 cm.) 2,000,000-3,000,000 USD

OLD MASTERS

New York, 1 May 2019

VIEWING 25 April – 30 April 2019 20 Rockefeller Plaza New York, NY 10020

CONTACT François de Poortere FdePoortere@christies.com

CHRISTIE'S



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

New York, 30 April 2019

VIEWING

25 - 29 April 2019 20 Rockefeller Plaza New York, NY 10020

CONTACT Carleigh Queenth cqueenth@christies.com 212-636-2212

CHRISTIE'S





DEGREE PROGRAMMES · CONTINUING EDUCATION · ONLINE COURSES

LEARN MORE AT CHRISTIES.EDU

LONDON • NEW YORK • HONG KONG

WRITTEN BIDS FORM

CHRISTIE'S NEW YORK

MASTERWORKS FROM THE ESTATE OF LILA AND HERMAN SHICKMAN WEDNESDAY 1 MAY 2019

AT 11.00 AM

20 Rockefeller Plaza New York, NY 10020 CODE NAME: SARAH SALE NUMBER: 17904

(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.

by US\$500s

by US\$1,000s

by US\$2,000s by US\$2,000, 5,000, 8,000

| 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 US\$10,000 to US\$20,000 US\$20,000 to US\$30,000 US\$30,000 to US\$50,000

(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\$300,000, 20% on any amount over US\$300,000 up to and including US\$4,000,000 and 13.5% of the amount above US\$4,000,000.
- 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.

I understand that Christie's written bid service is a free service provided for clients and that, while Christie's will be as careful as it reasonably can be, Christie's will not be liable for any problems with this service or loss or damage arising from circumstances beyond Christie's reasonable control.

AUCTION RESULTS: CHRISTIES.COM

08/01/19

Written bids must be received at least 24 hours before the auction begins. Christie's will confirm all bids received by fax by return fax. If you have not received confirmation within one business day, please contact the Bid Department. Tel: +1 212 636 2437 on-line www.christies.com

| 17904 | | |
|-------------------|--|--|
| Sale Number | | |
| | | |
| | | |
| State Zone | | |
| Evening Telephone | Evening Telephone | |
| Email | | |
| | Sale Number State Zone Evening Telephone | |

Please tick if you prefer not to receive information about our upcoming sales by e-mail HAVE READ AND UNDERSTOOD THIS WRITTEN BID FORM AND THE CONDITIONS OF SALE — BUYER'S AGREEMENT

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.

PLEASE PRINT CLEARLY

| Lot number (in numerical order) | Maximum Bid <mark>US\$</mark> (excluding buyer's premium) | Lot number (in numerical order) | Maximum Bid <mark>US\$</mark> (excluding buyer's premium) |
|------------------------------------|--|------------------------------------|--|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

If you are registered within the European Community for VAT/IVA/TVA/BTW/MWST/MOMS Please quote number below:

19/01/2015



CHRISTIE'S

CHRISTIE'S INTERNATIONAL PLC

François Pinault, Chairman Guillaume Cerutti, Chief Executive Officer Stephen Brooks, Deputy Chief Executive Officer Jussi Pylkkänen, Global President François Curiel, Chairman, Europe Jean-François Palus Stéphanie Renault Héloïse Temple-Boyer Sophie Carter, Company Secretary

INTERNATIONAL CHAIRMEN

Stephen Lash, Chairman Emeritus, Americas The Earl of Snowdon, Honorary Chairman, EMERI Charles Cator, Deputy Chairman, Christie's Int. Xin Li, Deputy Chairwoman, Christie's Int.

CHRISTIE'S AMERICAS

Marc Porter, Chairman Jennifer Zatorski, President

CHAIRMAN'S OFFICE

Ben Hall, Chairman Alexander Rotter, Chairman Bonnie Brennan, Deputy Chairman Cyanne Chutkow, Deputy Chairman Sheri Farber, Deputy Chairman John Hays, Deputy Chairman Richard Lloyd, Deputy Chairman Maria C. Los, Deputy Chairman Andrew Massad, Deputy Chairman Adrien Meyer, Co-Chairman Jonathan Rendell, Deputy Chairman Barrett White, Deputy Chairman Barrett White, Deputy Chairman Athena Zonars, Co-Chairman

CHRISTIE'S ADVISORY BOARD, AMERICAS

John L. Vogelstein, Chairman Herb Allen, Elizabeth Ballantine, Charlie Blaquier, Stephen Bronfman, Christina Chandris, Bruno Eberli, Lynn Forester de Rothschild, Ambassador Stuart E. Eizenstat, Ashton Hawkins, Esq. J Tomilson Hill III, Barbara Jakobson, Nancy M. Kissinger, George Klein, Ambassador William H. Luers, Hon. Nicholas Platt, Li Chung Pei, Jeffrey E. Perelman, Tara Rockefeller, Denise Saul, Andrew N. Schiff, M.D., Clifford M. Sobel, Michael Steinhardt, Archbold D. van Beuren

CHRISTIE'S AMERICAS SENIOR VICE PRESIDENTS

Rachel Adey, Kelly Ayers, Martha Baer, Diane Baldwin, Heather Barnhart, Alyson Barnes, Michael Bass, G. Max Bernheimer, Rita Boyle, Catherine Busch, Max Carter, Veronique Chagnon-Burke, Angelina Chen, Sandra Cobden, Dan Conn, Kathy Coumou, Deborah Coy, Francois de Poortere, Carrie Dillon, Yasaman Djunic, Monica Dugot, Richard Entrup, Lydia Fenet, Jessica Fertig, Dani Finkel, Johanna Flaum, Marcus Fox, Sara Friedlander, Sayuri Ganepola, Virgilio Garza, Benjamin Gore, Karen Gray, Jennifer K. Hall, Bill Hamm, William Haydock, Darius Himes, Margaret Hoag, Erik Jansson, Rahul Kadakia, Kathy Kaplan, Julie Kim, Sharon Kim, Stefan Kist, Deepanjana Klein, David Kleiweg de Zwaan, Susan Kloman, Timothy Kompanchenko, Samantha Koslow, James Leitch, Daphne Lingon, Gabriela Lobo, Rebecca MacGuire, Erin McAndrew, Rick Moeser, Richard Nelson, Illysa Ortsman, Tash Perrin, Jason Pollack, Denise Ratinoff, John Reardon, Margot Rosenberg, Sonya Roth, Emily Sarokin, Caroline Sayan, Will Strafford, Sarah Vandeweerdt, Cara Walsh, Hartley Waltman, Amy Wexler, Allison Whiting, Marissa Wilcox, Jody Wilkie, Zackary Wright, Steven J. Zick

VICE PRESIDENTS

Tylee Abbott, Christine Layng Aschwald, Danielle Austin, Victoria Ayers, Marina Bertoldi, Diana Bramham, Eileen Brankovic, Meghan Bunting, Maryum Busby, Cristina Carlisle, John Caruso, Elisa Catenazzi, Ana Maria Celis, Michelle Cheng, Margaret Conklin, Kristen de Bruyn, Elise de la Selle, Aubrey Daval, Cathy Delany, Jacqueline Dennis Subhash, Ashish Desai, Christine Donahue, Caitlin Donovan, Abby Farha, Lauren Frank, Vanessa Fusco, Christina Geiger, Joshua Glazer, Lisa Gluck, Peggy Gottlieb, Lindsay Griffith, Margaret Gristina, Izabela Grocholski, Helena Grubesic, James Hamilton, Elizabeth Hammer-Munemura, Natalie Hamrick, Minna Hanninen, Anne Hargrave, Val Hoyt, Sima Jalili, Emily Kaplan, Jessica Katz, Sumako Kawai, Marisa Kayyem, Caroline Kelly, Jerome Kerr-Jarrett, Peter Klarnet, Alexis Klein, Kristin Kolich, Noah Kupferman, Alexandra Lenobel, Richard Lopez, Ryan Ludgate, Adam McCoy, Michael Moore, Danielle Mosse, Christopher Munro, Libia Nahas, Laura Nagle, Marysol Nieves, Remi Nouailles, Jonquil O'Reilly, Rachel Orkin-Ramey, Joanna Ostrem, Sam Pedder-Smith, Carleigh Queenth, Joseph Quigley, Shlomi Rabi, Prakash Ramdas, Jeremy Rhodes, Daphne Riou, Casey Rogers, Thomas Root, William Russell, Arianna Savage, Stacey Sayer, Morris Scardigno Morgan Schoonhoven, Jogendra Somarouthu, Edwina Stitt, Gemma Sudlow, Bliss Summers, Joanna Szymkowiak, Bo Tan, Scott Torrence, Arianna Tosto, Beth Vilinsky, Jill Waddell, Michal Ward, Alan Wintermute, Ben Whine, Jennifer Wright, Kristen Yraola, Timothy Yule, Cara Zimmerman

ASSOCIATE VICE PRESIDENTS

Tyron Armstrong, Nicole Arnot, Nishad Avari, Kristin Bisagna, Bernadine Boisson, Vanessa Booher, Anne Bracegirdle, Elaine Brens, Christiana Bromberg, Natalie Brown, Tristan Bruck, Ally Butler, Michelle Cha, Patrick Conte, Alessandro Diotallevi, Julie Drennan, Sarah El-Tamer, William Fischer, Emily Fisher, Sara Fox, Kristen France, Juarez Francis, Russell Gautsch, Emily Gladstone, Douglas Goldberg, Robert Gordy, Julia Gray, Emily Grimball, Olivia Hamilton, Amy Indyke, Bennett Jackson, Stephen Jones, Paige Kestenman, Paula Kowalczyk, Sibyl Lafontant, Madeline Lazaris, Andrew Lick, David Lieu, Alexander Locke, Samantha Margolis, Laura Mathis, Nina Milbank, Leo Montan, Melissa Morris, Takaaki Murakami, Margaret O'Connor, Daniel Peros, Jessica Phifer, Nell Plumfield, Rebecca Roundtree, Sara Rutter, Reed Ryan, Nicole Sales, Emily Salzberg, Jill Sieffert, Jason Simonds, Alexa Shitanishi, Alexa Smith, Hilary Smith, Victoria Solivan, Hannah Fox Solomon, Natalie Stagnitti-White, Joey Steigelman, Victoria Tudor, Lilian Vasquez, Mike Wang, Izzie Wang, Seth Watsky, Candace Wetmore, Elizabeth Wight, Gretchen Yagielski

AMERICAN BOARD INTERNATIONAL REPRESENTATIVES

IN I ENATIONAL REPRESENTATIVES Lisa Cavanaugh, Lydia Kimball, Mary Libby, Juanita Madrinan, David G. Ober, Nancy Rome, Brett Sherlock



© Christie, Manson & Woods Ltd. (2019)

INDEX

A Antoniani, 44 Aragonese School, 8

B Balgung Grien, 30

B Berckheyde, 105

D Daubigny, 113 de Marcenay de Ghuy, 101

K Kalf, 107

L Lagrenée, 102

M Meléndez, 106 Mignon, 108

R Raffaëlli, 112, 114 Ribot, 111 Roybet, 110 Rubens, 104

S Sánchez Perrier, 115

V van der Hamen y León, 109 van Ostade, 103







20 ROCKEFELLER PLAZA NEW YORK NEW YORK 10020