

IMPORTANT  
PHOTOGRAPHS *from*  
THE COLLECTION OF DONALD AND ALICE LAPPÉ



CHRISTIE'S







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THE COLLECTION OF DONALD AND ALICE LAPPÉ

## ENQUIRIES



Darius Himes  
INTERNATIONAL HEAD  
OF DEPARTMENT  
+1 212 636 2324  
dhimes@christies.com



Shlomi Rabi  
HEAD OF SALE  
+1 212 636 2447  
srabi@christies.com



Anne Bracegirdle  
SPECIALIST  
+1 212 636 2509  
abracegirdle@christies.com



Elodie Morel  
HEAD OF DEPARTMENT,  
PARIS  
+33 140 768 416  
emorel@christies.com



Jude Hull  
SPECIALIST  
+44 207 389 2315  
jhull@christies.com



Rebecca Jones  
CATALOGUER  
+1 212 636 2567  
rjones@christies.com



Philippe Garner  
CONSULTANT



Matthieu Humery  
CONSULTANT

## INTERNATIONAL DEPARTMENT PHOTOGRAPHS

### INTERNATIONAL HEAD OF DEPARTMENT

Darius Himes

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### WORLDWIDE

#### LONDON

Jude Hull

+44 (0) 207 389 2315

#### NEW YORK

Shlomi Rabi

Anne Bracegirdle

Rebecca Jones

Leslie Rothenberg

+1 212 636 2330

#### PARIS

Elodie Morel

Fannie Bourgeois

+33 (1) 40 76 84 16

#### SALE COORDINATOR

Leslie Rothenberg

+1 212 636 2326

lrothenberg@christies.com

#### REGIONAL MANAGING DIRECTOR

Cara Walsh

+1 212 484 4849

cwalsh@christies.com

#### HEAD OF SALE MANAGEMENT

Danielle Mosse

+1 212 636 2110

dmosse@christies.com

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**Front Cover:**  
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Edward Weston  
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**Endpiece Two:**  
Lot 342  
William Henry Fox Talbot

**Back Cover:**  
Lot 322  
Heinrich Kühn

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**Inside Wrap Center Panel:**  
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**Inside Wrap Right Panel:**  
Lot 336  
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The Photography department would like to thank the following for their help in the production of this catalogue: The Center for Creative Photography, Christopher Cardozo, Julian Sander and the staff at The Better Image.

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## IMPORTANT PHOTOGRAPHS FROM THE COLLECTION OF DONALD AND ALICE LAPPE

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### AUCTION

Tuesday 10 October 2017

at 6.00 pm (Lots 301-367)

20 Rockefeller Plaza  
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### VIEWING

Thursday	5 October	10.00 am - 5.00 pm
Friday	6 October	10.00 am - 5.00 pm
Saturday	7 October	10.00 am - 5.00 pm
Sunday	8 October	1.00 pm - 5.00 pm
Monday	9 October	10.00 am - 5.00 pm

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[40]

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# CHRISTIE'S



# IMPORTANT PHOTOGRAPHS FROM THE COLLECTION OF DONALD AND ALICE LAPPÉ

*Part of the fascination that photography holds is its ability to unlock secrets kept even from ourselves. Like dreams, the photograph can uncork a heady bouquet of recognition which can escape into the cognitive world.*

Jack Welpott, Women & Other Visions, 1975

Donald and Alice Lappé have been discerning photography collectors for over thirty years. What started as a hobby, with a handful of works purchased to complement a Western American painting collection, quickly turned into a full-blown passion, the results of which are what you see on these pages.

The acquisition, in 1992, that spurred their passion for doggedly pursuing important photographic works was the beautiful, and rare, Edward Steichen print of *Rodin—Le Penseur, 1902*. Discovered on a trip to California, the painterly quality of the print, coupled with the juxtaposed presence of the monumental sculpture and its creator, spoke deeply to them about the power of fine art, and of photography in particular.

The Lappés ultimately focused their collection on the emergence of Modernism in artistic photographic practice during the years between the two World Wars, and looked to both sides of the Atlantic for the best examples. American and European art flourished during this period, and their collection reflects the most prominent names in photography associated with that rich era—Edward Steichen, Pierre Dubreuil, Heinrich Kühn, Edward Weston, Dorothea Lange, Margaret Bourke-White, Imogen Cunningham, August Sander, Rudolf Koppitz, and André Kertész.

A handsome and discerning selection of twelve 19th century masterworks are featured here as well, including prints by the father of the negative-positive process, William Henry Fox Talbot, along with the Scotsmen David Octavius Hill & Robert Adamson, as well as three fine examples by the theatrical and poetic Julia Margaret Cameron. A stunning Gustave Le Gray albumen print from 1857, *La vague brisée—Cette—Mer Méditerranée*, is also featured, along with a Louis de Clerk

panoramic print from 1859–1860. Two Carleton Watkins mammoth plates, from this side of the Atlantic and roughly the same time period, complement the aforementioned European works.

The heart and soul of the collection, however, lies with the masterful modernist, Edward Weston. ‘We particularly love our Weston prints and prioritized his work in our long-range acquisition plan,’ state the Lappés. ‘Living with these beautiful pictures on a daily basis gave us great solace. Depending on circumstances or on one’s mood, individual pictures would take on special meaning and resonate throughout the day.’

No less than twelve singular examples of Weston’s work form the foundation of this collection—including an early palladium print of *Betty in the Attic, 1920*, a piece that straddles the artist’s shift from Pictorialism into Modernism; a sculptural early pepper often titled *The Embrace*, which visually relates to Rodin; and two stunning prints of the Armco Steel factory, a paean to America’s industrial might, with soaring pipes and smokestacks like so many spires of a temple to the gods.

‘We are so grateful that we were able to acquire works that are considered excellent in both image, condition and importance to the artist’s overall oeuvre. Each work represents an intense conversation between Alice and me, and ultimately, was added only when we both fell in love with it. There are many fine examples here, and they will be missed from our walls. They fed and nourished our minds and souls for many years, and we hope they will be as cherished by others as they have been by us.’

—Donald and Alice Lappé

*Donald and Alice Lappé have lived in Salt Lake City since 1983, where they raised three children and have been deeply involved in the life of the community. Dr. Lappé, who serves as Chairman of the Cardiovascular Department and Chief of Cardiology at Intermountain Medical Center Heart Institute in Salt Lake City, UT, also oversees the cardiovascular research program, which typically publishes upwards of 100 manuscripts and abstracts annually. During his time in office, President Barack Obama singled out Intermountain several times for their “organized practices,” and for delivering high-quality care at below-average costs. Longtime supporters of the arts and charities, the Lappé’s have pledged to donate a portion of the proceeds to both the ACLU and the United Jewish Appeal.*

°301

**ANSEL ADAMS (1902–1984)**

*Frozen Lake and Cliffs, Kaweah Gap,  
Sierra Nevada, California, 1932*

gelatin silver print, mounted on board, printed before 1952  
signed in ink (mount, recto); stamped photographer's  
San Francisco credit [BMFA 4] with title in ink and  
George Eastman House deaccession stamp with date '2/11/03'  
in pencil (mount, verso)  
image/sheet: 8 ½ x 10 in. (21.5 x 25.3 cm.)  
mount: 14 x 18 in. (35.6 x 45.7 cm.)

\$40,000–60,000

**PROVENANCE**

Gifted by the artist to George Eastman House,  
Rochester, New York, 1952;  
Sotheby's, New York, April 23, 2003, lot 92;  
acquired from the above sale by the present owner.

**EXHIBITED**

Rochester, New York, George Eastman House,  
*The West: Photographs by Ansel Adams, Paul Strand,  
Brett & Edward Weston*, 1952.

Rochester, New York, George Eastman House;  
Museum of Fine Arts, Boston; Cleveland Institute of Art;  
Fort Worth, Amon Carter Museum, *Eloquent Light: Photographs  
by Ansel Adams*, March–May 1967.

**LITERATURE**

Nancy Wynne Newhall, *Ansel Adams: the Eloquent Light*,  
Aperture, New York, 1980, pp. 168–169.  
John Szarkowski, *Ansel Adams at 100*, Little, Brown and Co.,  
Boston, 2001, p. 32.  
Anne Hammond, *Ansel Adams: Divine Performance*, New Haven:  
Yale University Press, New Haven, 2002, p. 52.  
Karen E. Haas et al., *Ansel Adams: in the Lane Collection*, MFA  
Publications, Boston, 2005, p. 120.  
Andrea Stillman (ed.), *Ansel Adams: 400 Photographs*, Little,  
Brown and Co., New York, 2007, p. 93.  
Andrea Stillman (ed.), *Ansel Adams in the National Parks:  
Photographs from America's Wild Places*, Little, Brown and Co.,  
New York, 2010, p. 10.



°302

### ANSEL ADAMS (1902–1984)

*Mount Williamson, Sierra Nevada,  
from Manzanar, California, 1944*

gelatin silver print, mounted on board, printed early 1950s  
signed in ink (mount, recto); stamped photographer's  
San Francisco credit [BMFA 4] with title and number  
'1-S-129' in the artist's hand in red ink (mount, verso)  
image/sheet: 14 ¾ x 18 ½ in. (37.4 x 46 cm.)  
mount: 16 ½ x 20 in. (41.8 x 50.8 cm.)

\$30,000–50,000

#### PROVENANCE

The Collection of Michael Mattis and Judith Hochberg,  
New York;  
acquired from the above by the present owner, c. 1995.

#### LITERATURE

Exhibition catalogue, *The Family of Man*, The Museum of Modern Art, New York, 1955, pp. 68–69.  
Beaumont Newhall, *The History of Photography: From 1839 to the Present Day*, The Museum of Modern Art/George Eastman House, New York, 1964, p. 133.  
Ansel Adams, *Examples: The Making of 40 Photographs*, Little, Brown and Company, Boston, 1983, p. 66.  
James Alinder (ed.), *Ansel Adams: 1902–1984*, Friends of Photography, Untitled 37, Carmel, 1984, p. 16.  
Ansel Adams, *Yosemite and the Range of Light*, Little, Brown and Company, New York, 1992, pl. 46.  
John Szarkowski, *Ansel Adams at 100*, Little, Brown and Company, New York, 2001, pl. 97.  
Weston Naef, *The J. Paul Getty Museum Handbook of the Photographs Collection*, The J. Paul Getty Museum, Malibu, California, 1995, p. 205.  
Andrea Stillman (ed.), *Ansel Adams: 400 Photographs*, Little, Brown and Company, New York, 2007, p. 261.  
Andrea Stillman, *Looking at Ansel Adams: The Photographs and the Man*, Little, Brown and Company, Boston, 2012, p. 158.



•303

EDWARD WESTON (1886–1958)

*Dunes, Oceano, 1936*

gelatin silver print, mounted on board

signed and dated in pencil (mount, recto); titled in pencil by the artist and inscribed by Tullah Hanley in ink (mount, verso)

image/sheet: 7 5/8 x 9 5/8 in. (19.3 x 24.4 cm.)

mount: 8 1/2 x 10 3/8 in. (21.5 x 26.3 cm.)

\$250,000–350,000

**PROVENANCE**

The collection of T. Edward Hanley (1893–1969),

Pennsylvania businessman and art patron;

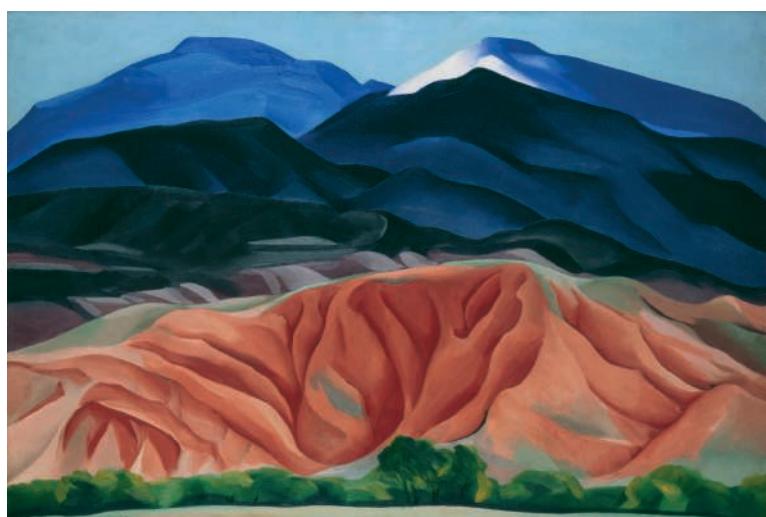
Allegheny College, Meadville, Pennsylvania;

Christie's, New York, April 27, 2004, lot 89;

acquired from the above sale by the present owner.

**LITERATURE**

J. Spaulding et al., *Edward Weston: A Legacy*, Merrell Publishers, London, 2003, cover.



Georgia O'Keeffe, *Black Mesa Landscape, New Mexico / Out Back of Marie's II*, 1930





actual size



Edward Weston 1936

*In Curtis' finest photographs, the object and image become a seamless and self-reinforcing whole, creating the potential for the viewer of a powerful, deeply felt experience.*

Christopher Cardozo, 'The Artistry of Edward S. Curtis',  
*Edward S. Curtis: One Hundred Masterworks*, Prestel, Munich, 2015, p. 7.

°304

EDWARD SHERIFF CURTIS

(1858–1952)

*Tapa, Antelope Water, Taos, 1905*

toned platinum print

embossed copyright credit and date (recto)

image/sheet: 15 ½ x 11 ½ in. (39.3 x 29.1 cm.)

\$15,000–25,000

#### PROVENANCE

Christie's, New York, October 4, 1994, lot 47;  
acquired from the above sale by the present owner.

#### LITERATURE

Edward S. Curtis, *The North American Indian*, 1907–1930,  
Portfolio XVI, p. 44.

Edward S. Curtis, *The North American Indian: The Complete  
Portfolios*, Taschen, Cologne, 1997, p. 611.

Christopher Cardozo, *Sacred Legacy: Edward S. Curtis and the  
North American Indian*, Simon & Schuster, Toronto, 2000, p. 115.



305

BRETT WESTON (1911–1993)

*Garrapata Beach, 1954*

gelatin silver print, flush-mounted on board, mounted on board  
signed in pencil (mount, recto); affixed exhibition label  
(mount, verso)  
image/sheet: 7  $\frac{7}{8}$  x 9  $\frac{5}{8}$  in. (19.3 x 24.4 cm.)  
mount: 13  $\frac{3}{4}$  x 15 in. (34.9 x 38 cm.)

\$15,000–25,000

**PROVENANCE**

Lee Gallery, Winchester, Massachusetts;  
Private collection, New York;  
acquired from the above by the present owner, 2011.

**LITERATURE**

Brett Weston, *Brett Weston: Voyage of the Eye*, Aperture,  
New York, 1975, p. 23.  
Brett Weston and R. H. Cravens, *Brett Weston: Photographs  
From Five Decades*, Aperture, Millerton, 1980, pp. 18–19.



°306

LAURA GILPIN (1891–1979)

*Narcissus*, 1926

platinum print, mounted on card  
signed and dated in pencil (mount, recto);  
stamped photographer's credit (verso)  
image/sheet: 9 ½ x 7 ¾ in. (24.4 x 19.6 cm.)  
mount: 10 ¾ x 8 ½ in. (26.3 x 20.6 cm.)

\$15,000–25,000

**PROVENANCE**

Andrew Smith Gallery, Santa Fe, New Mexico;  
acquired from the above by the present owner, 1992.

**LITERATURE**

*The Early Work of Laura Gilpin, 1917-1932*, Center for  
Creative Photography, University of Arizona, Research Series,  
Number 13, April 1981, pl. 8, n.p.  
Exhibition catalogue, *Laura Gilpin: An Enduring Grace*,  
Amon Carter Museum, Fort Worth, 1986, pl. 47, n.p.



Laura Gilpin  
1926

°307

**CARLETON E. WATKINS (1829–1916)**

*Section of the 'Grizzly Giant', 33 feet diameter,  
with Galen Clark, Mariposa Grove, California,  
1865–1866*

mammoth-plate albumen print, mounted on board,  
printed late 1870s–1880s  
titled, numbered '113' and credited 'Taber Photo San Francisco'  
(in the negative)  
image/sheet: 20 ½ x 16 in. (52 x 40.6 cm.)  
mount: 27 ¾ x 21 in. (70.7 x 53.3 cm.)

\$20,000–30,000

**PROVENANCE**

Swann Galleries, New York, October 21, 2008, lot 117;  
acquired from the above sale by the present owner.

**LITERATURE**

Weston Naef and Chistine Hult-Lewis, *Carleton Watkins: The Complete Mammoth Photographs*, The J. Paul Getty Museum, Los Angeles, 2011, pl. 105, p. 52.

Weston Naef and Chistine Hult-Lewis locate other mammoth-plate prints of this image in public collections including the Metropolitan Museum of Art, New York; the San Francisco Museum of Modern Art; and the Art Institute of Chicago.



## JOHAN HAGEMEYER (1884–1962)

*Calla Lily, 1925*

gelatin silver print on layered mount

signed, titled and dated in pencil (secondary mount, recto);

stamped photographer's Carmel studio credit with date  
in pencil (verso)

image/sheet: 7 x 9 3/8 in. (17.7 x 23.8 cm.)

primary mount: 7 1/8 x 9 1/2 in. (18 x 24 cm.)

secondary mount: 16 x 12 3/4 in. (40.5 x 32.3 cm.)

\$10,000–15,000

**PROVENANCE**Bonhams, New York, October 29, 2013, lot 26;  
acquired from the above sale by the present owner.**LITERATURE***Johan Hagemeyer: A Portfolio of Camera Portraits*, The Archive,  
no. 16, Center for Creative Photography, University of Arizona,  
June 1982, pl. 13.Richard Lorenz, *Imogen Cunningham: Ideas without End: A Life in  
Photographs*, Chronicle Books, San Francisco, 1993, fig. 27, p. 28.

Soon after arriving in the United States from his native Holland in 1911, Hagemeyer sought out Alfred Stieglitz, driven by how impressed he was with Stieglitz's preeminent photographic journal, *Camera Work*. Hagemeyer likewise impressed Stieglitz, which was a sign that the then-amateur photographer would find success in the U.S. This important initial introduction led to many others for Hagemeyer, including those to Anne Brigman and Edward Weston. By the time of the making of this present image, Hagemeyer had purchased a lot of land at Carmel-by-the-Sea, the intellectual and artistic community south of San Francisco and was fully entrenched in the lively San Francisco art world. This dramatic, sensual botanical still life is one of a handful of floral studies made during his career, and is a beautifully mounted and signed early print.



Hagmeyer - 1925.

"Calla Lily"

*'The dunes are endless. You'll never run out of new subjects.' Edward, who was brimming with excitement over the material he was finding, assured me he would never run out where he was, because the dunes were changing constantly right before our eyes. He was right—if you examine the dune pictures carefully, you can almost always find a soft spot of moving sand somewhere in the landscape.*

Charis Wilson

°309

## EDWARD WESTON (1886–1958)

*Dunes, Oceano, 1936*

gelatin silver print, mounted on board  
signed and dated in pencil (mount, recto); titled in pencil  
(mount, verso)  
image/sheet: 7 5/8 x 9 5/8 in. (19.3 x 24.4 cm.)  
mount: 11 x 13 3/8 in. (27.9 x 33.9 cm.)

\$80,000–120,000

### PROVENANCE

The collection of Michael Mattis and Judith Hochberg,  
New York;  
acquired from the above by the present owner, 1999.

### LITERATURE

Kathy Kelsey Foley, *Edward Weston's Gifts to His Sister*,  
Dayton Art Institute, Dayton, 1978, p. 47.  
Exhibition catalogue, *Edward Weston: One Hundred Photographs*,  
*From the Nelson-Atkins Museum of Art and the Hallmark Photographic Collection*, Kansas City, Missouri, 1982, p. 33.  
Amy Conger, *Edward Weston: Photographs from the Collection of the Center for Creative Photography*, Center for Creative Photography,  
Tucson, 1992, fig. 944/1936.  
Sarah M. Lowe et al., *Edward Weston: Life Work*, Lodima Press,  
Revere, Pennsylvania, 2003, pl. 78, n.p.  
Alexander Lee Nyerges, *Edward Weston: A Photographer's Love of Life*, Dayton Art Institute, Dayton, 2004, pl. 32, p. 174.

Here, in one of the most sculptural and sensual of his photographs of sand dunes from Oceano, California, Weston captures an ethereal scene rendered almost entirely in middle to light grey tones that hover on the edge of white. The transcendent aspect of Nature, such a foundational part of Weston's practice, is replete in this compelling image. For a fuller discussion of Weston's work made in Oceano, California, see the catalogue note for lot 303.

Conger locates seven prints of this image in institutional collections including Art Institute of Chicago;  
George Eastman House, Rochester; the Huntington Library,  
Los Angeles; and The Museum of Modern Art, New York.



Edward Weston 1936

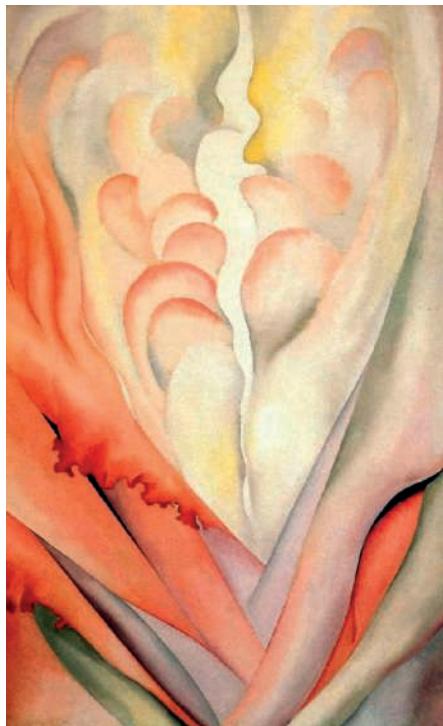
•310

## IMOGEN CUNNINGHAM (1883–1976)

*Magnolia Blossom, 1925*

gelatin silver print, mounted on board, printed 1930s  
signed in pencil (mount, recto); inscribed 'From Dr. Bancroft  
Christmas 1942 - Mills College/ Mildred Neil' in ink on  
photographer's '4540 Harbor View, Oakland' credit label  
(mount, verso)  
image/sheet: 7 1/2 x 9 3/8 in. (19 x 23.8 cm.)  
mount: 14 1/8 x 16 in. (37.7 x 40.6 cm.)

\$100,000–200,000



Georgia O'Keeffe, *Flower Abstraction*, 1924.

### PROVENANCE

The collection of Dr. Eleanor Bancroft, physician at Mills College from 1922–1945;  
gifted from the above to a private collector  
(a friend and colleague), 1942;  
by descent to a private collector;  
Butterfield & Butterfield, San Francisco,  
April 30, 1991, lot 4960;  
acquired from the above sale by the present owner.

### LITERATURE

Margery Mann, *Imogen Cunningham: Photographs 1910–1973*, University of Washington Press, Seattle, 1970, pl. 11.  
Richard Lorenz, *Imogen Cunningham: Ideas without End, a Life in Photographs*, Chronicle Books, San Francisco, 1993, pl. 38, p. 103.

Imogen Cunningham's *Magnolia Blossom* demonstrates the artist's evolution toward a more modern approach in her photography. The bold sensuality and oscillation between representation and abstraction that is visible in this image can be observed in other modernist artworks of the 1920s, such as Georgia O'Keeffe's early large-scale flower paintings. Further, Cunningham's studies of flowers between 1923 until 1925 achieved a surprisingly strong sense of emotional vulnerability. The way in which the plants spill out toward the viewer, free of inhibition or restraint, elicits an intimacy that relates to her nude self-portraits, so courageously made for a woman photographer at the beginning of the 20th century. In this respect, Cunningham's impact on photography continues deep into the 20th century. Robert Mapplethorpe's focus on eroticism that links his floral studies to his imposing figurative works and Irving Penn's elegant exploration of the pistils of flowers, for just two examples, are in many ways born out of Cunningham's adventurous work.

The present lot is a 1930s print, and was originally in the collection of Dr. Eleanor Bancroft, a physician at Mills College from 1922–1945. Under Roi Partridge, Cunningham's husband and the Mills College Art Museum's first director (1925–1935), the work of several important American and European artists was exhibited, leading to the Museum's reputation as a strong center for visual arts on the West Coast. Cunningham, among Ansel Adams, Edward Weston and Diego Rivera, was one of the artists associated with Partridge's famous tenure.



Image © 2009

°311

MARGARET BOURKE-WHITE

(1904–1971)

*Fort Peck Dam, Montana, 1936*

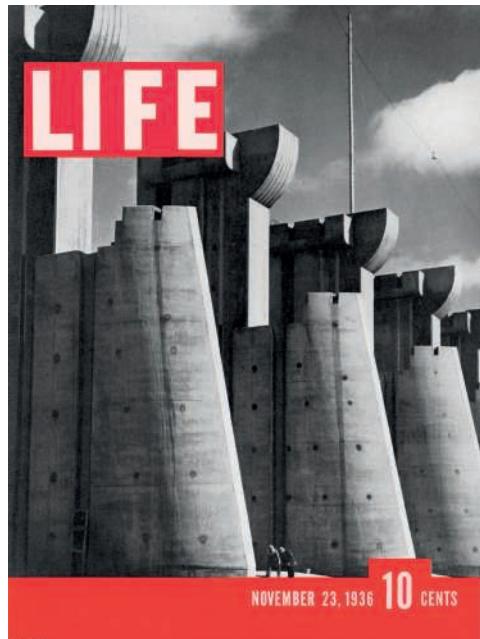
gelatin silver print, mounted on board

signed in pencil (mount, recto); stamped photographer's credit (mount, verso)

image/sheet: 13 1/4 x 9 in. (33.6 x 22.8 cm.)

mount: 15 5/8 x 13 1/8 in. (39.7 x 33.3 cm.)

\$25,000–35,000



LIFE Magazine, November 23, 1936.

#### PROVENANCE

Christie's, New York, April 16, 1991, lot 60;  
Galerie Zur Stockeregg, Zurich;  
Their sale; Christie's, New York, October 4, 1999, lot 43;  
acquired from the above sale by the present owner.

#### LITERATURE

Sean Callahan, *Margaret Bourke-White Photographer*, Little, Brown and Company, Boston, 1998, pp. 77–78, for other images from this series.

By the 1930s Margaret Bourke-White was recognized as one of the preeminent documentary photographers of her time. Early in the decade she attracted international attention with her iconic images of emerging industries in Germany and in Russia. In 1936 Time Inc. Editor-In-Chief Henry Luce, with whom Bourke-White worked frequently, called on the twenty-five-year-old photographer to join him on his new magazine, *Life*. He offered her the front cover and lead story—about the Fort Peck Dam in Montana—and a lead position as one of only four staff photographers.

Bourke-White's images from the Fort Peck Dam continue her investigation of Modern monuments of the Machine Age. The image in the present lot emphasizes the formidable strength of the crashing water spilling over this impressive manmade construction. Building of the dam began in 1933 as a major project of the Public Works Administration and Bourke-White's images of the site show the dam at its peak, when more than 10,000 people were employed there. The present lot is a vintage print of an image from this same series on the Fort Peck Dam as the image that appeared on the cover of the inaugural *Life* magazine on November 23, 1936.



Bonito  
Heller

°312

**DOROTHEA LANGE (1895–1965)**

*Migratory Cotton Picker, Eloy, Arizona, 1940*

gelatin silver print, printed 1940s

stamped photographer's Euclid Avenue credit, annotated  
'BAE 332' and variously numbered in pencil (verso)  
image/sheet: 10 x 13  $\frac{1}{8}$  in. (25.3 x 33.3 cm.)

\$100,000–200,000

**PROVENANCE**

Ross Fanger (step-grandson of the artist), California;

Edwynn Houk Gallery, Chicago;

acquired from the above by the present owner, 1989.

**LITERATURE**

George P. Elliott, *Dorothea Lange*, Museum of Modern Art, New York, 1966, p. 28.

Robert Coles et al., *Dorothea Lange: Photographs of a Lifetime*, Aperture Foundation, Inc., New York, 1982, p. 122.

Elizabeth Partridge, *Dorothea Lange: A Visual Life*, Smithsonian, New York, 1994, pl. 5.14, p. 82.

Therese Thau Heyman et al., *Dorothea Lange: American Photographs*, San Francisco Museum of Modern Art, San Francisco, 1994, pl. 32, n.p.

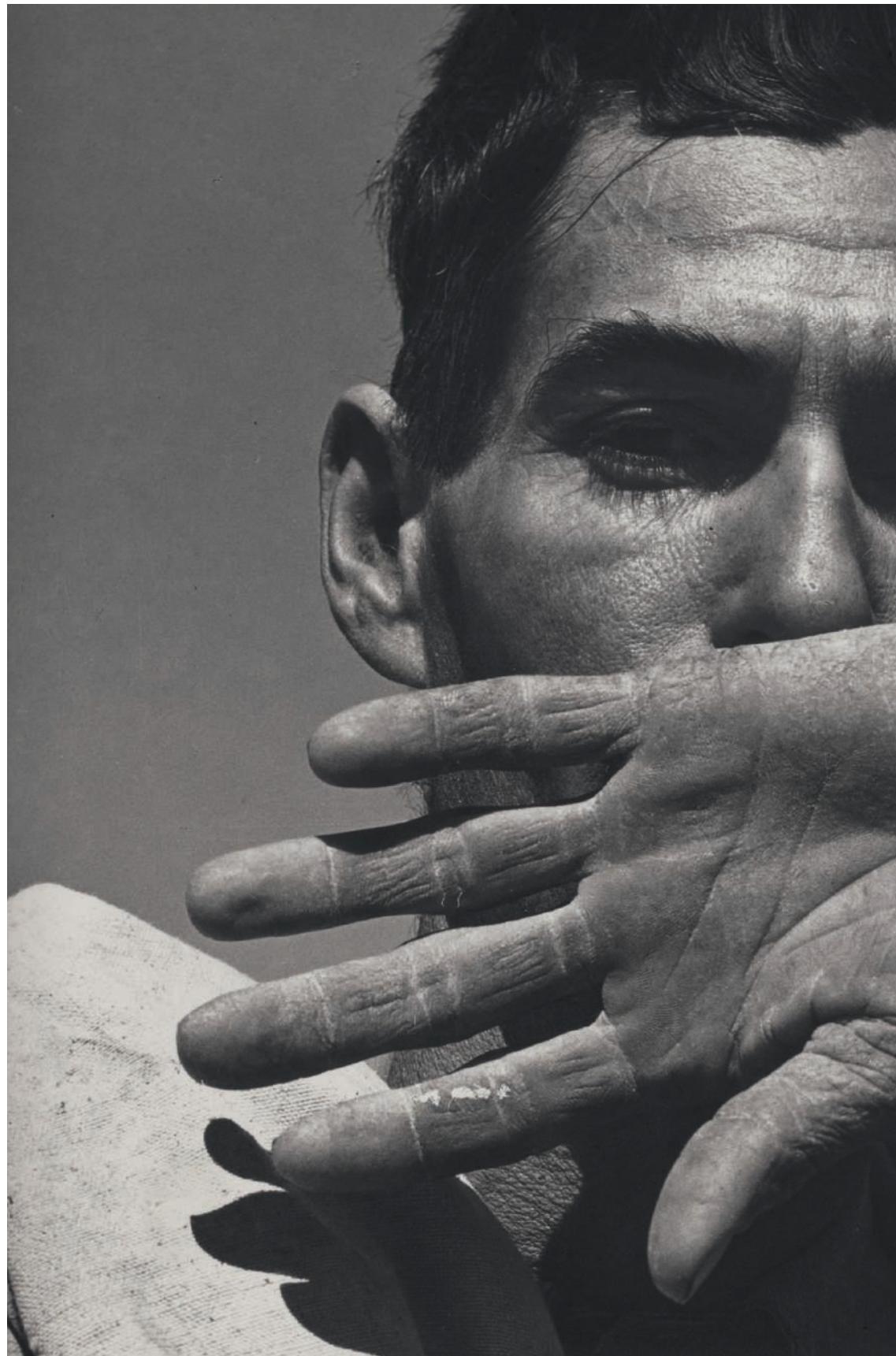
Naomi Rosenblum, *A History of Women Photographers*, Abbeville Press Publishers, Paris, London, New York, 1994, pl. 165.

Keith F. Davis, *The Photographs of Dorothea Lange*, Hallmark Cards, Inc., Kansas City, 1995, p. 55.

Henry Mayer et al., *Dorothea Lange: The Human Face*, NBC Editions, Paris, 1998, p. 49.

Pierre Borhan, *Dorothea Lange: The Heart and Mind of a Photographer*, Bulfinch Press, New York, 2002, p. 135.





actual size



°313

## EDWARD WESTON (1886–1958)

*Cloud, New Mexico, 1933*

gelatin silver print, mounted on board

signed, dated and numbered '4-50' in pencil (mount, recto);  
dated, numbered '14 CL' and annotated 'N. Mexico' in pencil  
(mount, verso)

image/sheet: 9 1/2 x 7 1/2 in. (24.1 x 19 cm.)

mount: 17 x 14 in. (43.1 x 35.5 cm.)

This work is number four from an unrealized edition of fifty.

\$50,000–70,000

### PROVENANCE

Sotheby's, New York, October 6, 1999, lot 177;  
acquired from the above sale by the present owner.

### LITERATURE

Kathy Kelsey Foley, *Edward Weston's Gifts to His Sister*, Dayton Art Institute, Dayton, 1978, p. 46.

James L. Enyeart, *Edward Weston's California Landscapes*, Little, Brown and Co., Boston, 1984, pl. 115, n.p. (dated 1936)

Amy Conger, *Edward Weston: Photographs from the Collection of the Center for Creative Photography*, Center for Creative Photography, Tucson, 1992, fig. 748/1933.

Sarah M. Lowe et al., *Edward Weston: Life Work*, Lodima Press, Revere, Pennsylvania, 2003, pl. 80, n.p.

Weston's instinctual spirit fully emerged when he left his commercial practice in California, in 1923, and headed to Mexico. Exhilarated by a newfound sense of freedom and driven by his desire to photograph continually, he arrived in Mexico with clear and hungry eyes. While in this mindset—whether consciously or not—clouds began appearing more regularly in his images. Many of Weston's early Mexican compositions are dominated by dramatic skies and it was during this time that he discovered the potential of clouds as powerful subjects.

Clouds intrigued Weston throughout his career and offered a consistent challenge. The 8x10 inch camera did not lend itself easily to spontaneity, and ephemeral cloud formations did not allow for any delay in the photographer. Weston expressed frustration in the process, which he compared to capturing a 'fugitive expression' (Edward Weston, *The Daybooks of*

*Edward Weston*, Vol. I: Mexico, Aperture, Millerton, 1961, p. 83), though this exasperation was always balanced with reverence and awe. In his work with models, Weston relied on movement to capture some of his most powerful compositions; often when photographing a model, he would instruct them to move instinctively, while he watched for a moment of visual clarity. It is not surprising then, that he turned to clouds repeatedly.

Weston made his first decisive picture of clouds on August 5, 1923 while departing Mazatlán, the first town on his visit to Mexico. He witnessed a vast cloud rising above the Pacific and described it as a 'towering white column rising higher and higher to a gorgeous climax in the blue heaven' and 'one of the most "majestic moments" I have ever recorded' (*The Daybooks of Edward Weston*, Vol. I, p. 14). While the resulting iconic image *Great White Cloud of Mazatlán* features a more defined foreground—and was captured ten years earlier—the composition bears undeniable resemblance to the present lot.

*Cloud, New Mexico* was taken in Elizabethtown, north of Taos, during a two week trip to New Mexico in 1933 (according to Conger, the image bears the title *Clouds at 'E' Town* in Weston's 1939 publication *New Mexico 748/1933*). Indeed, Weston felt the Mexican and New Mexican skies were similarly vibrant and that their 'heavens and earth became one' (Conger, 749/1933). Many of his photographs taken in New Mexico also feature a background of 'gorgeous heavens' with bright, layered clouds. *Cloud, New Mexico* is more tightly cropped than the 1923 image from Mazatlán, creating a more abstract effect that comports with Weston's dominant modernist style of the 1930s. The mountains along the lower edge serve as solid ground, providing undulating visual detail that emphasizes the bright tones above.

Capturing a cloud's incandescence with a camera proved difficult and the printing process was even more so. Referencing this specific image, Conger notes that 'achieving the brilliance he recorded here was not easy: the printing instructions he left for this picture were among the most detailed and complicated of those on any of his negatives' (748/1933). *Cloud, New Mexico* is one of Weston's most stunning depictions of an elusive subject matter that continually intrigued and inspired him. In it, he succeeds in capturing the 'quintessence of the thing itself, a defining principle of his career. Conger locates two other prints of this image in the following institutional collections: the Museum of New Mexico, Santa Fe, and the University of California, Santa Cruz.



*Vividly remembering how often Rodin had spoken of going to nature for inspiration, I felt it might be possible to go to nature to find a discipline. I recalled the words Rodin had written for the opening page of the number of Camera Work devoted to my own work... Rodin had said, ‘Quand on commence à comprendre la nature, les progrès ne cessent plus.’ (When one begins to understand nature, progress goes on unceasingly.)*

Edward Steichen, c. 1921

°314

**EDWARD STEICHEN (1879–1973)**

*Magnolia Blossom, Voulangis, c. 1921*

gelatin silver contact print

numbered '#8' (in the negative); numbered '25' in pencil (verso)

image/sheet: 7 7/8 x 9 3/4 in. (19.9 x 24.7 cm.)

\$40,000–60,000

**PROVENANCE**

Christie's, New York, October 4, 1994, lot 20;  
acquired from the above sale by the present owner.



•315

**GEORGE BERNARD SHAW (1856–1950)  
AND FREDERICK H. EVANS (1853–1943)**

*A Self-Portrait, 1904*

platinum print on layered mount, printed by Frederick H. Evans  
titled, dated and annotated 'Printed and mounted by F.H. Evans'  
by Evans in ink (tertiary mount, verso)  
image/sheet: 5 ½ x 3 in. (14 x 7.6 cm.)  
primary mount: 6 ½ x 3 ¾ in. (15.5 x 9.5 cm.)  
secondary mount: 6 ¾ x 3 ¾ in. (16.2 x 9.8 cm.)  
tertiary mount: 6 ¾ x 4 ¼ in. (17.1 x 10.8 cm.)

\$12,000–18,000

**PROVENANCE**

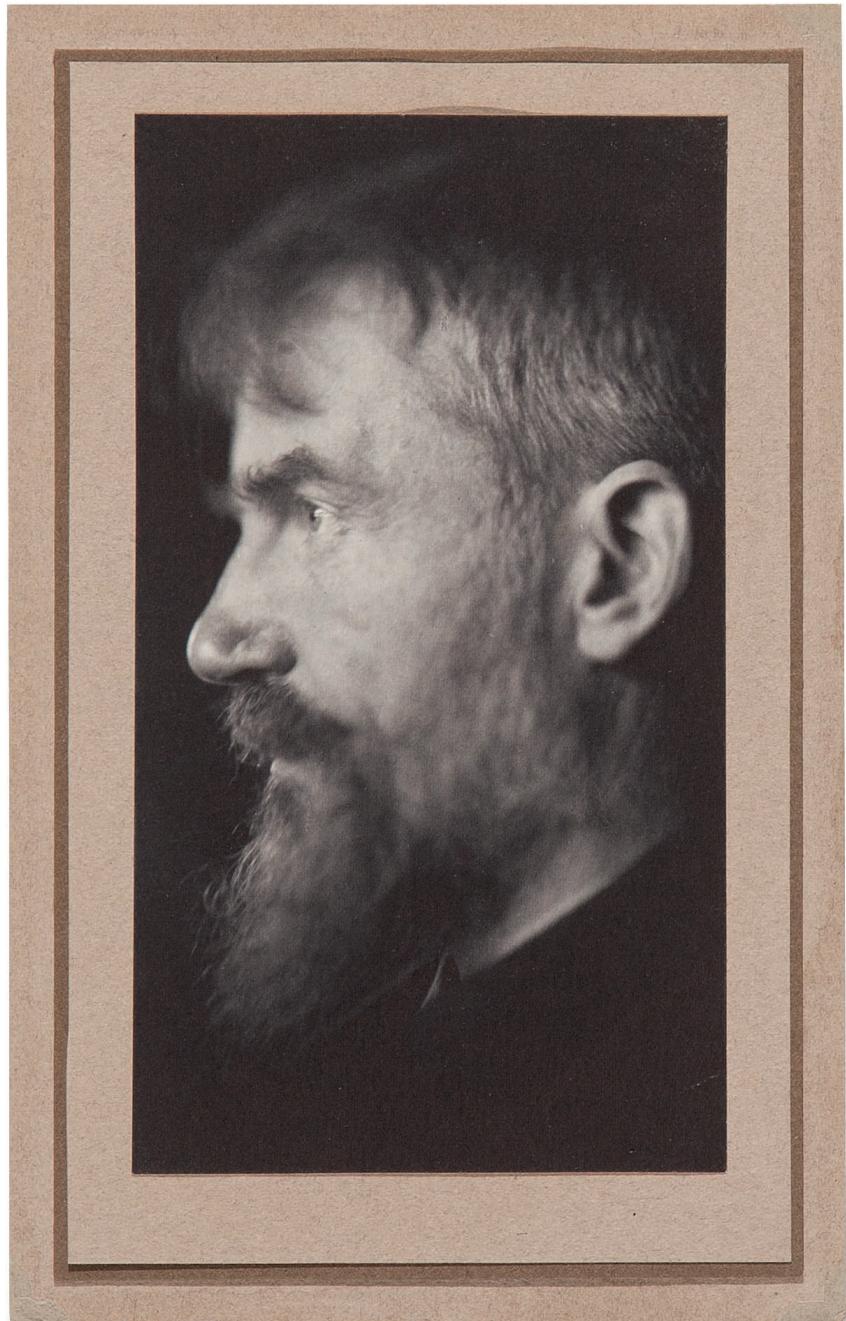
Jane Corkin Gallery, Toronto, Canada;  
Christie's, New York, April 17, 1997, lot 52;  
acquired from the above sale by the present owner.

**LITERATURE**

George Bernard Shaw, *Ruskin's Politics*, The Ruskin Centenary Council by the Oxford University Press, 1921, frontispiece.  
Weston J. Naef, *The Collection of Alfred Stieglitz: Fifty Pioneers of Modern Photography*, The Metropolitan Museum of Art/The Viking Press, New York, 1978, cat. no. 444, p. 435.

Though rarely recognized for his photography, George Bernard Shaw was a prolific photographer for the majority of his life. After moving to London in his mid-twenties, Shaw's interest in the medium was established and he began authoring dozens of photography exhibition reviews and critical essays for journals. It was during this time in the late 1890s that Shaw met Frederick Evans, who was managing a bookshop that attracted various literary figures. Evans, well on his way to becoming an established photographer, was influential for Shaw and the two shared a love of photography, music, and literature for decades. They also photographed each other frequently.

Shaw photographed constantly but was not comfortable as a printer. Evans often printed and mounted for him, as evidenced by the present half-portrait (Weston J. Naef, *The Collection of Alfred Stieglitz*, The Viking Press, New York, 1978, p. 435). Though seen in profile, the artist's famed fervor is palpable in his unwavering gaze.



actual size

°316

HEINRICH KÜHN (1866–1944)

*Edward Steichen, 1907*

gum bichromate on tissue

printer's notations in pencil (verso)

image: 11 ¼ x 9 in. (28.5 x 22.8 cm.)

sheet: 15 ¾ x 10 ¼ in. (40 x 26 cm.)

\$40,000–60,000

**PROVENANCE**

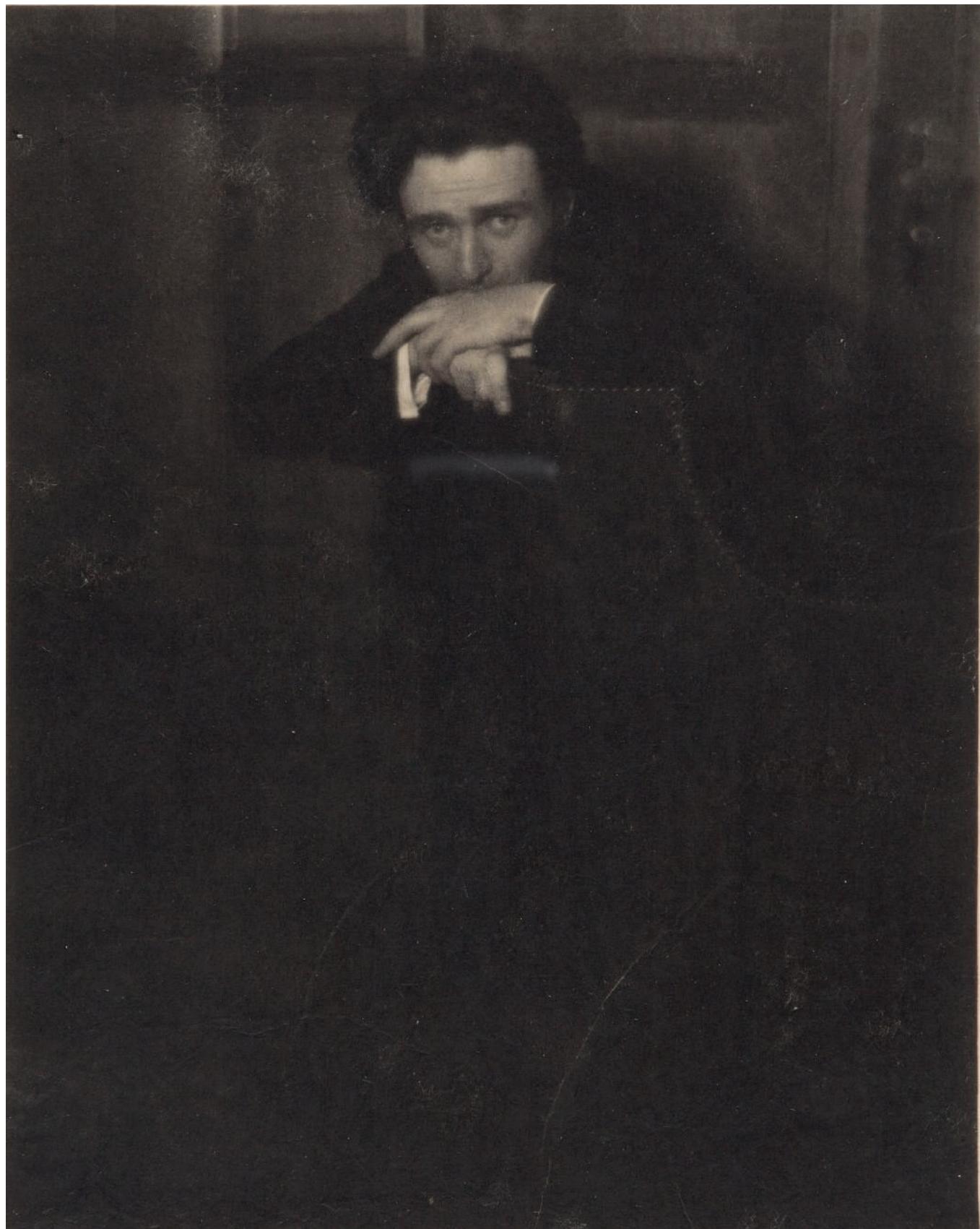
Stephen Daiter Gallery, Chicago;  
acquired from the above by the present owner, 1996.

**LITERATURE**

Exhibition catalogue, *Photography: The First Eighty Years*,  
P. & D. Colnaghi & Co., London, 1976, pl. 411.

Ulrich Knapp, *Heinrich Kühn, Photographien*, Residenz,  
Salzburg, 1988, p. 24.

Monika Faber and Astrid Mahler (eds.), *Heinrich Kühn,  
The Perfect Photograph*, Hatje Cantz, Ostfildern, 2010, p. 175.  
Karen Haas, *An Enduring Vision: Photographs from the Lane  
Collection*, Museum of Fine Arts, Boston, 2011, pl. 48, p. 192.



°317

**PIERRE DUBREUIL (1872–1944)**

*Petite place de province, 1908*

oil print, on layered mount

monogrammed in pencil (recto); titled in pencil  
(outermost mount, verso)

image/sheet: 9 5/8 x 7 5/8 in. (24.4 x 19.4 cm.)

outermost mount: 17 1/2 x 13 3/4 in. (44.4 x 34.9 cm.)

\$100,000–150,000

**PROVENANCE**

Gifted by the artist to a friend and associate;  
acquired from the above by Tom Jacobson, San Diego, 1982.  
acquired from the above by the present owner, 1993.

**LITERATURE**

'The Masters of Photography—Pierre Dubreuil',  
*Photo-Magazine*, Paris, 1912.  
Exhibition catalogue, *Pierre Dubreuil: Photographies 1896-1935*,  
Musée National d'Art Modern, Centre Georges Pompidou,  
Paris, 1987, no. 8.



actual size





Camille Pissarro, *Rue Saint-Honoré in the Afternoon. Effect of the Rain*, 1897.

Photography historian, curator and collector Tom Jacobson greatly contributed to the expertise and overall awareness of Pierre Dubreuil's work, culminating with the exhibition he organized at the Centre Georges Pompidou in Paris (1987-1988). Until this exhibition, Dubreuil's work had been largely absent from the history of photography, but today the artist is recognized as a venerable, technical innovator of his time as well as a leading figure in the faction of European photographers who transitioned from Pictorialism into Modernism. This lot, as well as lots 318 and 336, were originally acquired by Jacobson.

Dubreuil, born into a mercantile family in Lille, France in 1872, began his formal career in photography when he joined the Photo-Club de Paris in 1896. Soon thereafter he was exhibiting his work in salons internationally, and within less than a decade achieving widespread praise. In the 1912 article of *Photo-Magazine*, Paris where *Petite place de province* was reproduced, the artist Edmond Jamois wrote the following about Dubreuil's photograph:

'A very exact expression of a brightening up after a rain in our town of the North. The roofs of the waiting coaches, glittering through the downpour,

sparkle under the sunbeams which break through the clouds. The sun falls obliquely and lengthens the shadows which are outlined against the stones in an ingenious way. The stones are covered with water. The shadows prick thousands of glittering points like so many diamonds, while the background appears drowned in the thick fog; a powerful impression.'

Jamois' poetic description is befitting of this exquisite *Belle Époque* cityscape. The location of the scene in Dubreuil's image may be the Grand Place in Malines, or Mechelen, in the northern region of Belgium. Evocative urban scenes by Impressionist masters such as Claude Monet, Alfred Sisley and Camille Pissarro who were exhibiting their work in salons throughout Europe at the end of the 19th century come to mind, and may very well have been seen by the young Dubreuil.

From approximately 1904 on, Dubreuil's preferred photographic technique was the oil print, as it allowed the photographer to darken, lighten and manipulate images freely and in a painterly manner. This print of *Petite place* is an excellent example of the artist's virtuosity in the oil print technique and is presented on its original layered mount. At the time of this writing, this is one of only two prints of this image known to exist.

°318

**PIERRE DUBREUIL (1872–1944)**

*Le Miroir, 1906*

oil print, mounted on paper

etched monogram (recto); titled by the artist in pencil (mount, recto); signed, titled in pencil and affixed exhibition label (mount, verso)

image/sheet: 9 1/2 x 7 1/4 in. (24.1 x 18.4 cm.)

mount: 15 3/4 x 11 7/8 in. (40 x 30.1 cm.)

\$70,000–100,000

**PROVENANCE**

Association Belge de Photographie, Brussels;  
acquired from the above by Tom Jacobson, San Diego, 1981;  
acquired from the above by the present owner, 1993.

**EXHIBITED**

London Salon of Photography, 1932.  
London, Royal Photography Society, [solo exhibition], 1935.  
San Diego, the Museum of Photographic Arts, *Pierre Dubreuil Rediscovered: The Masterprints 1900–1935*, 1988; and thereafter to the Detroit Institute of Arts, 1990.

This captivating print of Dubreuil's *Le Miroir* is an enlarged and cropped version of the artist's 8x10 negative, dated 1906. The close cropping of the image connects it to some of the artist's more Surrealist work and to his experiments with abstraction. The dream-like quality of *Le Miroir* is emphasized by the dominance of the reflection over the actual model. Simultaneously, the cropping obliterates coherent space around the subject matter and detaches parts of the body and of the looking glass, leading to subtle breaks in the visual rationality. Such devices make this a true Modern image, as opposed to the more traditional composition of the original negative.

Though Dubreuil stopped making photographs after 1935 he remained engaged in the field of photography, acting as the president of the Association Belge de Photographie et de Cinématographie in Brussels. The print in the present lot was originally part of the master set of prints by Dubreuil in the collection of the Association. At the time of this writing, this is the only print of this work known to exist.



actual size

°319

JULIA MARGARET CAMERON

(1815–1879)

*Madonna and Two Children, 1864*

albumen print from collodion negative

annotated 'G. F. Watts Collection' in an

unknown hand in pencil (mount, verso)

image/sheet: 10  $\frac{3}{8}$  x 8 in. (26.3 x 20.3 cm.)

mount: 11  $\frac{1}{2}$  x 9  $\frac{1}{2}$  in. (29.2 x 24.1 cm.)

\$30,000–50,000

**PROVENANCE**

The collection of artist George Frederick Watts (1817–1904);

Sotheby's, New York, May 7, 1985, lot 195;

acquired from the above sale by the present owner.

**LITERATURE**

Julian Cox et al., *Julia Margaret Cameron: The Complete Photographs*, Getty Publications, Los Angeles, 2003, cat. no. 60, p. 146 (this print).

This is the only known print of this image.



°320

**RUDOLF KOPPITZ (1884–1936)**

*Bewegungsstudie (Movement Study)*, 1925

bromoil transfer print, with original overmat  
signed in pencil (margin); signed in pencil (overmat); stamped  
photographer's Vienna studio credit and reproduction limitation,  
dated and annotated in pencil (verso)  
image: 15 x 11 ½ in. (38 x 29.2 cm.)  
sheet: 19 ¾ x 17 in. (50.1 x 43.2 cm.)  
overmat: 24 x 17 ½ in. (60.9 x 44.4 cm.)

\$70,000–100,000

**PROVENANCE**

By descent from the artist to his daughter;  
acquired from the above by the present owner, 1999.

**LITERATURE**

Monika Faber, *Rudolf Koppitz, 1884-1936*,  
Verlag Christian Brandstatter, Vienna, 1995, p. 83.

Entitled *Movement study*, Koppitz's impactful and most celebrated image certainly suggests, in the elegant lines of the naked central figure and her three draped attendant figures, a moment from the choreography of a modern dance—eternally stilled and frozen in the moment through photography. This composition attracted considerable attention in its day and fine prints of the image were exhibited in photo-salons all over the world. Such attention was well deserved, as is the esteem in which the subject is still held by historians and collectors. For, beyond the immediate appeal of its enigmatic, haunting character, its dark and mystical eroticism, the image remains powerfully emblematic of a time and place, of the cultural mood of Vienna in the 1920s, in a way that resonates through the decades.

Because the photographer has used the bromoil transfer process to create this oversized variant, the resulting image appears laterally reversed from its more commonly known orientation. With the bromoil transfer technique, the artist can add ink to darken areas or use a brush to clear highlights and lighten shadows in between inkings of the image. This flexibility provides for total control of tonal values by the artist, while allowing for subtle variations in each unique, hand-inked print.



Piotr R. Horowitz

*A photographer is a composer of light, searching for melodies that would please the soul, that would find an expression for our feelings.*

František Drtikol

321

FRANTIŠEK DRTIKOL (1883–1961)

*Nude, 1927*

pigment print, mounted on board

blindstamped photographer's copyright credit (recto); signed and dated in pencil (mount, recto); variously numbered in pencil/ink (mount, verso)

image/sheet: 11 ¼ x 9 in. (28.5 x 22.8 cm.)

mount: 18 ½ x 12 ½ in. (47 x 31.7 cm.)

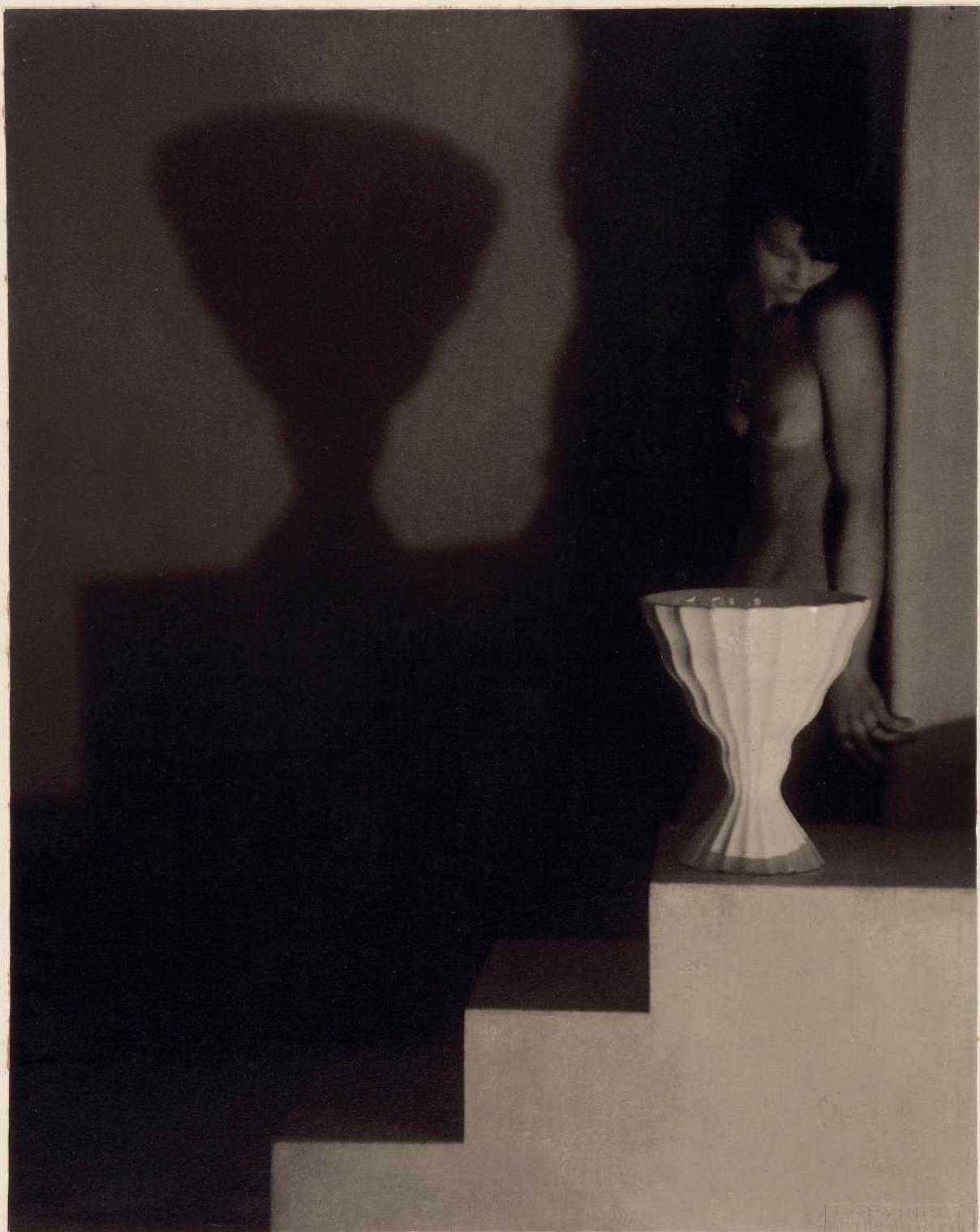
\$70,000–100,000

**PROVENANCE**

Howard Greenberg Gallery, New York;  
Private collection, New York;  
acquired from the above by the present owner, 2011.

**LITERATURE**

Anna Fárová, *František Drtikol: Etapy života a fotografického díla / Secese, Art deco, Abstrakce*, vol. 1, Svět, Prague, 2012, ill. 199.



Anton Bruegel

°322

HEINRICH KÜHN (1866–1944)

*Nude in Sunlight, c. 1920*

bromoil transfer print on tissue

image: 8 7/8 x 6 3/4 in. (22.5 x 17.1 cm.)

sheet: 11 x 7 7/8 in. (27.9 x 20 cm.)

\$10,000–15,000

**PROVENANCE**

Howard Read, New York;

acquired from the above by the present owner, 1996.

**LITERATURE**

Exhibition catalogue, *Heinrich Kühn: The Perfect Photograph*,

Musée d'Orsay, Paris, 2010, frontispiece.



actual size

*Come back to me lovely attic girl—I am longing for you, your love and your companionship—for another unforgettable episode among flying shadows and dancing music—I cannot come to storm your castle yet—may I not hope to see you here? Write soon and tell me yes!*

Edward Weston in a letter to Betty Katz, 1920

°323

**EDWARD WESTON (1886–1958)**

*Betty in Her Attic, 1920*

palladium print, mounted on paper

signed, titled and dated in pencil (mount, recto)

image/sheet: 9 1/4 x 7 1/2 in. (23.3 x 19 cm.)

mount: 18 x 14 in. (45.7 x 35.5 cm.)

\$600,000–900,000

**PROVENANCE**

The collection of Frank Kolodny (Jedermann Inc.),

Princeton, New Jersey;

Robert Miller Gallery, New York;

acquired from the above by the present owner, 1995.

**EXHIBITED**

New York, Whitney Museum of American Art,

*Twentieth-Century Master American Photographs*,

January–April 1987; Stamford, Connecticut, Whitney Museum of American Art, September–November 1987.

**LITERATURE**

Weston Gallery, *Edward Weston: Passion and Precision Made One*, April 24–June 20, 1982, cover.

James L. Enyeart, *Edward Weston's California Landscapes*, Little, Brown and Co., Boston, 1984, pl. 4.

Amy Conger, *Edward Weston: Photographs from the Collection of the Center for Creative Photography*, Center for Creative Photography, Tucson, 1992, fig. 54/1920 and p. vi.

Gilles Mora (ed.), *Edward Weston: Forms of Passion*, Harry N. Abrams, New York, 1995, p. 31.

Brett Abbott et al., *In Focus: Edward Weston*, Getty Publications, Los Angeles, 2005, pl. 5, p. 21.



actual size



"Betty in her attic"

Edward Weston 1920



Hancock Banning house on Fort Moore Hill.

In 1920, Edward Weston had been living in the Los Angeles area for roughly a dozen years, and had cemented his reputation as a businessman and skilled portraitist, fluent in a Pictorialist style. He was living in Glendale in a deteriorating marriage with Flora, his first wife, and their four sons. At the age of thirty-four, and having built for himself and his family the idyllic life he imagined, Weston found himself in a critical moment of restlessness and both personal and professional apathy. What he ultimately came to recognize as a state of untenable complacency, Weston soon embraced a bohemian lifestyle with fellow artists in Glendale and the broader Los Angeles area. In doing so, he was exposed to influences that would significantly impact his evolution from Pictorialism into a more modernist approach, the basic principles of which are woven throughout the remainder of his career.

A key group of images emerged from these transformative years of 1920–1921, which Weston termed the ‘Attic’ series. The four most significant of these works were *Ramiel in His Attic*, 1920, *The Ascent on Attic Angles*, 1921, *Sunny Corner in an Attic*, 1921, and the present lot, *Betty in Her Attic*, 1920. Ramiel McGehee, a dancer and designer, and Weston were dear friends (and would be for the next forty years) and the two spent social time together exploring the bars and nightclubs of Los Angeles. During one of these evenings Weston met Betty Katz, a friend of Margrethe Mather’s, who briefly resided in Los Angeles in the fall of 1920. The two had a passionate two-week affair; these ‘hours of ecstasy’ transpired in the attic of the Hancock Banning House near Long Beach, Los Angeles, where Katz was staying.

Weston channeled his passion for Katz into photographs of her posed on the attic balcony and against sharp interior angles. The results were revolutionary, with the most exceptional among the group undoubtedly the breathtaking composition of the present lot, *Betty in Her Attic*. Even at the time, Weston sensed that these were some of his most significant images to date:

Neither by spoken nor written word will I be able to tell you how beautiful these weeks have been to me—but when you look at the attic pictures they will tell you—for in them I poured all of my affection for you and used all the stimulus your association has given to me—At least one of them will always live among the few “best things” I have ever done... (Letter from Edward Weston to Betty Brandner [née Katz], 1920. Edward Weston Miscellaneous Acquisitions Collection, University of Arizona, Center for Creative Photography)

Katz and Weston maintained a lifelong friendship though their romance was relatively brief. It was not unusual for Weston to maintain intimate friendships with former lovers, which Dody Weston Thompson attributed to his ‘general magnetism’ and unfailing kindness (The Malahat Review, April 1970, no. 14, p. 40). Katz’s deep affection is evident in a letter to Weston written in 1955, thirty years after the attic interlude and three years before the artist’s death. At that time it was difficult for Weston to write and Katz nearly begged him not to respond: ‘Whether you write or not, you are always near to me... Just let me write to you and know, my dear, that all that is good in me is ever about you as long as I shall live’ (Letter from Betty Brandner [née Katz] to Edward Weston, 1955. Edward Weston Miscellaneous Acquisitions Collection, University of Arizona, Center for Creative Photography).

When Weston focused his energy on exploring a particular artistic ideology, he consistently created superlative examples of the principle in question. Dody Weston Thompson described this innate proficiency as follows: ‘throughout his life he retained the remarkable flexibility and openness that marked his receptivity to the restless iconoclasm of that decade, to the new esthetics everywhere in the air’ (The Malahat Review, p. 56).

In *Betty in Her Attic*, the attic’s architectural elements prove equally as important as Katz herself. The composition is grounded by strong angles and shapes formed by the dormer window. These angles and their linear balance activate the image; incoming sunlight highlights them further, as does Katz who peers toward them directly and encourages viewers to do the same. Nestled within the dormer angles which outline her tilted body, her elbow is extended outward, mirroring the radiating shadows and angles above. Katz is an intrinsic part of the compositional balance and provides an element of softness among hard lines. While the overall visual effect has a lingering romantic softness from Weston’s Pictorialist past, *Betty in Her Attic* perfectly illustrates his early incorporation of modernist forms.

Weston’s use of palladium paper is noteworthy, by virtue of the physical tactility of the print itself. He relied on palladium paper for the period of time between the beginning of World War I and 1923 when he started using a glossy gelatin silver paper while in Mexico. Palladium prints have a rich, lustrous surface, and allow for a greater range of mid-tone grays than can be accomplished with silver. The resulting print is further imbued with a sense of warmth, tactility and presence.

The present work is on its original paper mount and is signed, titled and dated by the artist. This particular handling and display of the print was typical for Weston’s works of that period. As none of the attic images exist in any quantity, the print offered here is extremely rare. At the time of this writing, only two other palladium prints of this image are known to exist, both in public collections at the J. Paul Getty Museum, Los Angeles and the Center for Creative Photography, Tucson.

°324

CLARENCE HUDSON WHITE

(1871–1925)

*The Kiss, 1904*

platinum print, mounted on tissue, mounted on card

signed in pencil (primary mount, recto)

image/sheet: 13  $\frac{3}{8}$  x 7  $\frac{1}{2}$  in. (33.9 x 19 cm.)

primary mount: 16  $\frac{1}{2}$  x 11  $\frac{3}{4}$  in. (41.8 x 29.8 cm.)

secondary mount: 17  $\frac{3}{4}$  x 11  $\frac{3}{4}$  in. (45.2 x 39.8 cm.)

\$50,000–70,000

**PROVENANCE**

Christie's, New York, April 5, 2013, lot 222;  
acquired from the above sale by the present owner.

**LITERATURE**

Weston J. Naef, *The Collection of Alfred Stieglitz: Fifty Pioneers of Modern Photography*, The Metropolitan Museum of Art/The Viking Press, New York, 1978, cat. no. 553, pl. 46, p. 117.

Marianne Fulton (ed.), *Pictorialism into Modernism: The Clarence H. White School of Photography*, Rizzoli, New York, 1996, p. 19.

This is one of White's best-known photographs; Alfred Stieglitz owned a print of it which he gifted to the Metropolitan Museum of Art, New York. Pictured are the sisters Jean and Marion Reynolds, whose father Stephen was one of White's closest friends.





°325

DAVID OCTAVIUS HILL (1802–1870)  
AND ROBERT ADAMSON (1821–1848)

*Seated man in striped armchair, 1843–1847*

salted paper print from calotype negative, mounted on paper  
image/sheet: 8 x 5 3/4 in. (20.3 x 14.5 cm.)  
mount: 14 1/4 x 10 1/2 in. (36.2 x 26.6 cm.)

\$5,000–7,000

**PROVENANCE**

The collection of Michael Mattis and Judith Hochberg, New York;  
acquired from the above by the present owner, 2002.



°326

DAVID OCTAVIUS HILL (1802–1870)  
AND ROBERT ADAMSON (1821–1848)

*At the Minnow Pool, Arthur and John Hope  
and Sophia Finlay, 1843–1847*

waxed salted paper print from calotype negative, mounted on paper  
titled 'Finlay Children' and numbered '162: 1, 2' in pencil (mount, recto)  
image/sheet: 8 x 6 in. (20.3 x 15.2 cm.)  
mount: 14 ¼ x 10 ½ in. (36.2 x 26.6 cm.)

\$10,000–15,000

**PROVENANCE**

The collection of Michael Mattis and Judith Hochberg, New York;  
acquired from the above by the present owner, 1997.

**LITERATURE**

Katherine Michaelson, *A Centenary Exhibition of the Work of David Octavius Hill and Robert Adamson*, Scottish Arts Council, Edinburgh, 1970, pl. 27, n.p.

Other prints of this image reside in public collections including the  
J. Paul Getty Museum, Los Angeles and the National Gallery of Art,  
Washington D.C.

°327

JULIA MARGARET CAMERON

(1815–1879)

*Sir Henry Taylor, 1864*

albumen print, mounted on paper

itled in ink (mount, recto); credited and titled in pencil

(mount, verso)

image/sheet: 10 x 7 ¾ in. (25.3 x 19.6 cm.)

mount: 13 x 10 ½ in. (33 x 26.6 cm.)

\$8,000–12,000

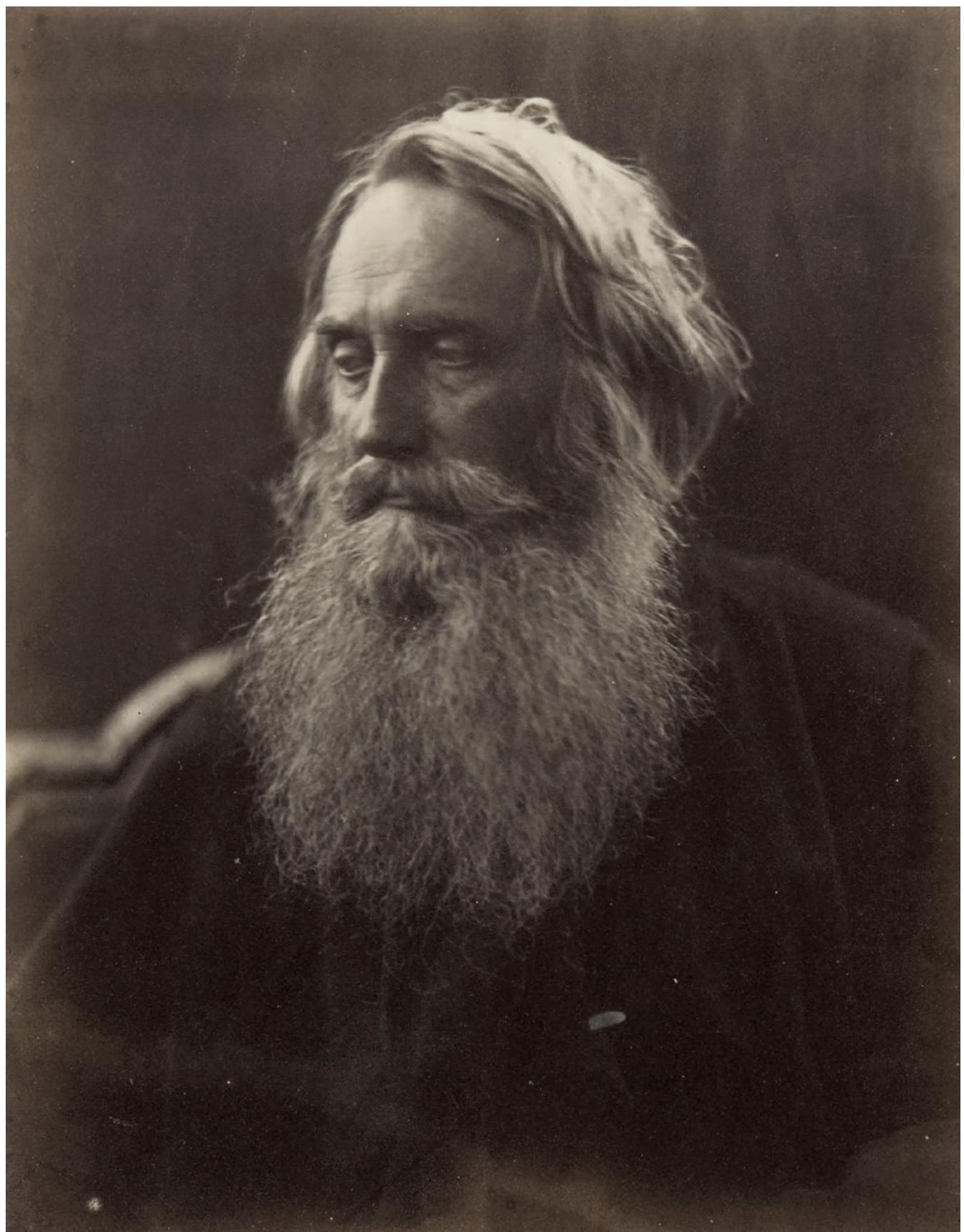
**PROVENANCE**

Acquired from a private collection, New York, 1989.

**LITERATURE**

Julian Cox et al., *Julia Margaret Cameron: The Complete Photographs*, Getty Publications, Los Angeles, 2003, cat. no. 777, p. 350.

Other prints of this image reside in public collections including National Portrait Gallery, London and Victoria & Albert Museum, London.



°328

FREDERICK H. EVANS (1853–1943)

*Double Portrait of Aubrey Beardsley, 1894*

one platinum print and one photogravure,  
together on layered mount  
each blindstamped photographer's monogram (primary mount,  
recto); signed, titled and numbered '– 20 sets only – 8' in ink  
on an affixed label (tertiary mount, verso)  
platinum print [hands to face]:  
image/sheet: 5  $\frac{3}{8}$  x 3  $\frac{3}{8}$  in. (13.6 x 9.8 cm.)  
primary mount: 6  $\frac{3}{8}$  x 4  $\frac{3}{8}$  in. (16.2 x 11 cm.)  
secondary mount: 6  $\frac{1}{2}$  x 4  $\frac{1}{2}$  in. (16.5 x 11.4 cm.)  
photogravure:  
image/sheet: 4  $\frac{7}{8}$  x 3  $\frac{3}{4}$  in. (12.3 x 9.5 cm.)  
primary mount: 5  $\frac{7}{8}$  x 4  $\frac{1}{4}$  in. (14.9 x 10.8 cm.)  
secondary mount: 6 x 4  $\frac{3}{8}$  in. (15.2 x 11.1 cm.)  
tertiary mount: 13 x 20  $\frac{3}{4}$  in. (33 x 52.7 cm.)

This work is number eight from an edition of twenty.

\$30,000–50,000

**PROVENANCE**

Christie's, London, May 3, 1995, lot 63;  
acquired from the above sale by the present owner.

**LITERATURE**

Beaumont Newhall, *Frederick H. Evans*, Aperture, Millerton, 1973, p. 11 (one illustrated).  
Malcolm Rogers, *Camera Portraits*, National Portrait Gallery, London, 1989, pl. 62, p. 141 (one illustrated).  
Anne M. Lyden, *The Photographs of Frederick H. Evans*, Getty, Los Angeles, 2010, pl. 112, p. 141 (one illustrated).

The illustrator, Aubrey Beardsley, was a frequent visitor to Frederick H. Evans' bookshop on Queen Street, Cheapside, London. Eventually the two artists would become friends, leading to the sitting for this double portrait. In the monograph, *Frederick Evans*, Beaumont Newhall mentions the sitting and a friend of the two who remembered that Evans 'spent...hours wandering around the gaunt youth, wondering what on earth to do with him, when Beardsley, getting tired, relaxed and took the pose which Evans immediately seized' (*The Photographic Journal*, February, 1945, p. 36). Later the same year as these portraits, Beardsley wrote to Evans 'I think the photos are splendid; couldn't be better. I am looking forward to getting my copies'.



°329

## EUGÈNE ATGET (1857–1927)

*Notre-Dame, 1923*

printing-out paper print from glass negative  
numbered '6412' (in the negative); stamped photographer's  
Rue Campagne-Première credit with '17 bis' in pencil, titled  
and numbered '6412' by the photographer in pencil, annotated  
'MOMA Dupe 2002' and variously otherwise  
annotated in pencil (verso)  
image/sheet: 7 x 8  $\frac{1}{8}$  in. (17.8 x 22.7 cm.)

\$60,000–80,000

### PROVENANCE

Acquired from the artist's estate by Berenice Abbott  
(1898–1991);  
acquired from the above by Julien Levy (1906–1981), 1930s;  
acquired from the above by The Museum of Modern Art,  
New York (as the *Abbott-Levy Collection*), late 1960s;  
David Tunick Fine Arts, New York;  
Edwynn Houk Gallery, New York;  
acquired from the above by a Private Collector, Houston;  
*Modern Visions: Exceptional Photographs*; Christie's, New York,  
February 17, 2016, lot 17;  
acquired from the above sale by the present owner.

### LITERATURE

Edita Lausanne, *Paris du Temps Perdu: Photographies d'Eugene Atget*, Librairie Gallimard, Paris, 1963, p. 142.



*The more strange and fantastic the forms...the more advantage in having their pictures given instead of their descriptions.*

William Henry Fox Talbot

°330

## WILLIAM HENRY FOX TALBOT (1800–1877)

*Articles of China, 1844*

salted paper print from calotype negative  
numbered 'LA3A' in ink (verso)  
image: 5 3/8 x 7 1/8 in. (13.6 x 18 cm.)  
sheet: 5 3/4 x 7 3/8 in. (14.6 x 18.7 cm.)

\$20,000–30,000

### PROVENANCE

The collection of Anthony d'Offay;  
Robert Miller Gallery, New York;  
Charles Isaacs Photographs, Malvern, Pennsylvania;  
the collection of Michael Mattis and Judith Hochberg,  
New York;  
acquired from the above by the present owner, 1990.

### LITERATURE

William Henry Fox Talbot, *The Pencil of Nature*, Longman, Brown, Green & Longmans, London, 1844–1846, pl. III.  
Russell Roberts et al., *Huellas de Luz: El Arte Experimentos de William Henry Fox Talbot*, Museo Nacional Centro de Arte Reina Sofia, Madrid, 2001, p. 240.  
Weston Naef, *William Henry Fox Talbot: Photographs from the J. Paul Getty Museum*, The J. Paul Getty Museum, Los Angeles, 2002, pl. 37, p. 80.

This fine Talbotype is of one of the twenty-four images selected by Talbot to illustrate his landmark *The Pencil of Nature*. This publication, the very first to combine letterpress text and photographic plates, was issued in six parts, Part I being distributed in June 1844. The project was conceived by Talbot as a means of exploring and sharing with others the many possibilities opened up by his invention. The range of images selected demonstrated the considerable potential versatility of photography to record and disseminate pictorial and indeed written information, for both practical and high aesthetic ends. Talbot anticipated many of the ways in which photography was ultimately to revolutionize and dominate the print media. Historian Beaumont Newhall justly claimed, in his introductory

text to the 1968 facsimile edition, that *The Pencil of Nature's* 'importance in the history of photography is comparable to that of the Gutenberg Bible in printing'.

This image, entitled *Articles of China*, featured as Plate III in the historic first fascicle of *The Pencil of Nature*, with an accompanying text in which Talbot wrote of the camera's impressive ability to create unimpeachable visual inventories. With great foresight, he anticipated the evidential value of such records: 'From the specimen here given it is sufficiently manifest, that the whole cabinet of a Virtuoso and collector of old China might be depicted on paper in little more time than it might take him to make a written inventory... The more strange and fantastic the forms... the more advantage in having their pictures given instead of their descriptions. And should a thief afterwards purloin the treasures—if the mute testimony of the picture were to be produced against him in court—it would certainly be evidence of a novel kind...' Talbot had foreseen the Art Loss Register.

For the most part, the plates mounted into the original publication have faded, most likely through their adverse reaction to chemicals in the adhesives used in their mounting. As a consequence, they rarely do full justice to Talbot's intent. The present untrimmed and unmounted print has preserved its original deep tones and so bears witness to the high quality of which Talbot's invention was capable. This print was most likely made under Talbot's direction at his Reading Talbotype Establishment, founded for the purpose of fulfilling the ambitious numbers of original prints needed for his publication project.



actual size

°331

**JULIA MARGARET CAMERON**

(1815–1879)

*Allegorical Study (Mary Hillier and Kate Dore), 1864*

albumen print, mounted on card

signed and annotated 'From Life' by the photographer in ink

and embossed Messrs Colnaghi stamp (mount, recto)

image/sheet: 9 3/8 x 7 1/4 in. (23.8 x 18.3 cm.)

mount: 15 x 11 1/4 in. (38.2 x 28.8 cm.)

\$20,000–30,000

**PROVENANCE**

Sotheby's Belgravia, London, July 1, 1977, lot 309;

The Collection of Paul Walter, New York;

His sale; Sotheby's, London, May 10, 2001, lot 109;

acquired from the above sale by the present owner.



°332

## AUGUST SANDER (1876–1964)

*Bauernkapelle (Country Band), 1913*

gelatin silver print, mounted on paper, with artist's early overmat, printed 1950s  
signed, dated and titled in pencil (overmat); blindstamped  
photographer's 'Aug. Sander Köln-Lindenthal' credit (recto);  
numbered '14' in an unknown hand in red crayon (mount,  
verso); photographer's 'Aug. Sander Köln-Lindenthal Dürener  
Str. 201' studio label (overmat, verso)  
image: 7 x 8 ½ in. (17.8 x 22.5 cm.)  
mount: 9 ¾ x 11 ¾ in. (25 x 30.1 cm.)  
overmat: 17 ¼ x 13 ¾ in. (43.8 x 33.9 cm.)

\$70,000–100,000

### PROVENANCE

Acquired by Lowinsky Gallery, New York from descendants  
of the artist, c. 1985;  
acquired from the above by the present owner, 1997.

### LITERATURE

*August Sander*, Aperture, Millerton, 1977, p. 65.  
Gunther Sander (ed.), *August Sander: Citizens of the Twentieth  
Century, Portrait Photographs, 1892–1952*, The MIT Press,  
Cambridge, Massachusetts, 1986, p. 53.  
Susanne Lange and Manfred Heiting, *August Sander*, Taschen,  
Cologne, 1999, p. 41.  
Susanne Lange et al., *August Sander: People of the 20th Century,  
Volume I: The Farmer*, Abrams, New York, 2002,  
pl. I/4/12, p. 185.





1913.

Bauernkapelle



Ernst Ludwig Kirchner, *Drei Bauern* (Three Farmers), 1922

The current lot marks only the second time a lifetime print of this image has come up for auction, the first of which was offered in the Marie-Thérèse and André Jammes Collection sale at Sotheby's in 1999. Like the aforementioned work, the vellum overmat of *Bauernkapelle* (Country Band) is signed, titled and bears markings and stamps characteristic of the artist's treatment from the 1920s. Lifetime prints of this image are rare. With evidence of the artist's handling in the lower right corner of the window mat, this leads one to believe that, in all likelihood, the artist replaced the original print with an early 1950s print. The provenance of the print is notable, having been sold from the Estate of the artist through Simon Lewinsky Gallery and thence to the present owners.

In the 1954 introduction to his grand opus, *Citizens of the Twentieth Century*, August Sander noted that 'the models for the scheme arose from the small area around my birthplace in the Westerwald. People whose habits I had known from my youth seemed, by virtue of their strong connection with nature, ideally suited to the realization of my idea... I classified all the types I encountered in relation to one basic type, who had all the characteristics of mankind in general.'

Sander's career in photography began as a photographer's assistant at a mining company in his youth. That his introduction to the medium was through the lens of the working class was foretelling and would continue to shape his approach. Following a number of positions across Germany and Austria, in 1909 Sander set up his studio in Cologne, and four years later photographed the country band depicted in the current image. Accordingly, the verso of the overmat bears the studio label from that era.

Taken in 1913, the image of the country band is among the earlier images from 'The Farmer', which constituted the first volume in the seven-volume *Citizens of the Twentieth Century*. Dr. Susanne Lange noted that 'in his portraits, Sander deliberately traced the formation of various different social types... His work is the product of precise observation.' Like the other prints in 'The Farmer' volume, the subjects are depicted frontal, relaxed, and in attire that reflects their occupation and surrounding. Each member of the band proudly displays his respective musical instrument to the camera in a natural posture that reflects their ease in the setting, and more so, Sander's skill at capturing that for posterity. His influence on the artists of his age and fellow countrymen is hard to overestimate.

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**HENRI CARTIER-BRESSON**

(1908–2004)

*Alberto Giacometti with Walking Man  
at Gallery Maeght, 1961*

ferrotyped gelatin silver print  
stamped photographer's/Magnum credit and variously  
numbered/annotated in ink (verso)  
image: 10 ¼ x 7 in. (26 x 17.7 cm.)  
sheet: 12 ¼ x 10 in. (31.1 x 25.2 cm.)

\$15,000–25,000

**PROVENANCE**

Robert Delpire (B. 1926), photography book publisher,  
editor and curator;  
Christophe Joron-Derem, Paris, June 17, 2013, lot 75;  
acquired from the above sale by the present owner.

**LITERATURE**

Yves Bonnefoy, *Henri Cartier-Bresson: Photographer*, Delpire,  
Paris, 1979, pl. 118.  
Jean-Pierre Montier, *Henri Cartier-Bresson and the Artless Art*,  
Little, Brown and Company, Inc., Boston, 1996, pl. 65, p. 73.  
Clement Cheroux, *Henri Cartier-Bresson: Here and Now*,  
Thames & Hudson, London, 2014, pl. 291, p. 273.



...Sudek is present in his work, which is provocative for what is conceals. His images prompt us to look a certain way at a faded rose, a misty window, a vanishing statue, or a glass labyrinth, as if all these pictures recalled something unexpressed, sensed rather than seen, quiet like distant music that stops. We feel complete. We rest.

Dr. Petr Helbich

°334

JOSEF SUDEK (1896–1976)

*The Window of My Studio, 1940–1954*

pigment print, mounted on paper with single-ply overmat  
image/sheet: 8 3/4 x 6 7/8 in. (22.2 x 17.5 cm.)  
mount: 11 5/8 x 8 3/4 in. (29.5 x 22.2 cm.)

\$30,000–50,000

**PROVENANCE**

Sotheby's, New York, April 23, 2003, lot 169;  
acquired from the above sale by the present owner.

**LITERATURE**

Anna Fárová, *Josef Sudek: The Window of My Studio*,  
Torst, Prague, 2007, pl. 66.



°335

**EDWARD STEICHEN (1879–1973)**

*Rodin—Le Penseur, 1902*

mercury-toned matte gelatin silver print, flush-mounted on board  
signed and dated in Roman numerals in pigment (recto)  
image: 12 ¼ x 15 ½ in. (32.3 x 39.3 cm.)  
sheet/flush mount: 13 ¾ x 16 ½ in. (34 x 40.9 cm.)

\$300,000–500,000

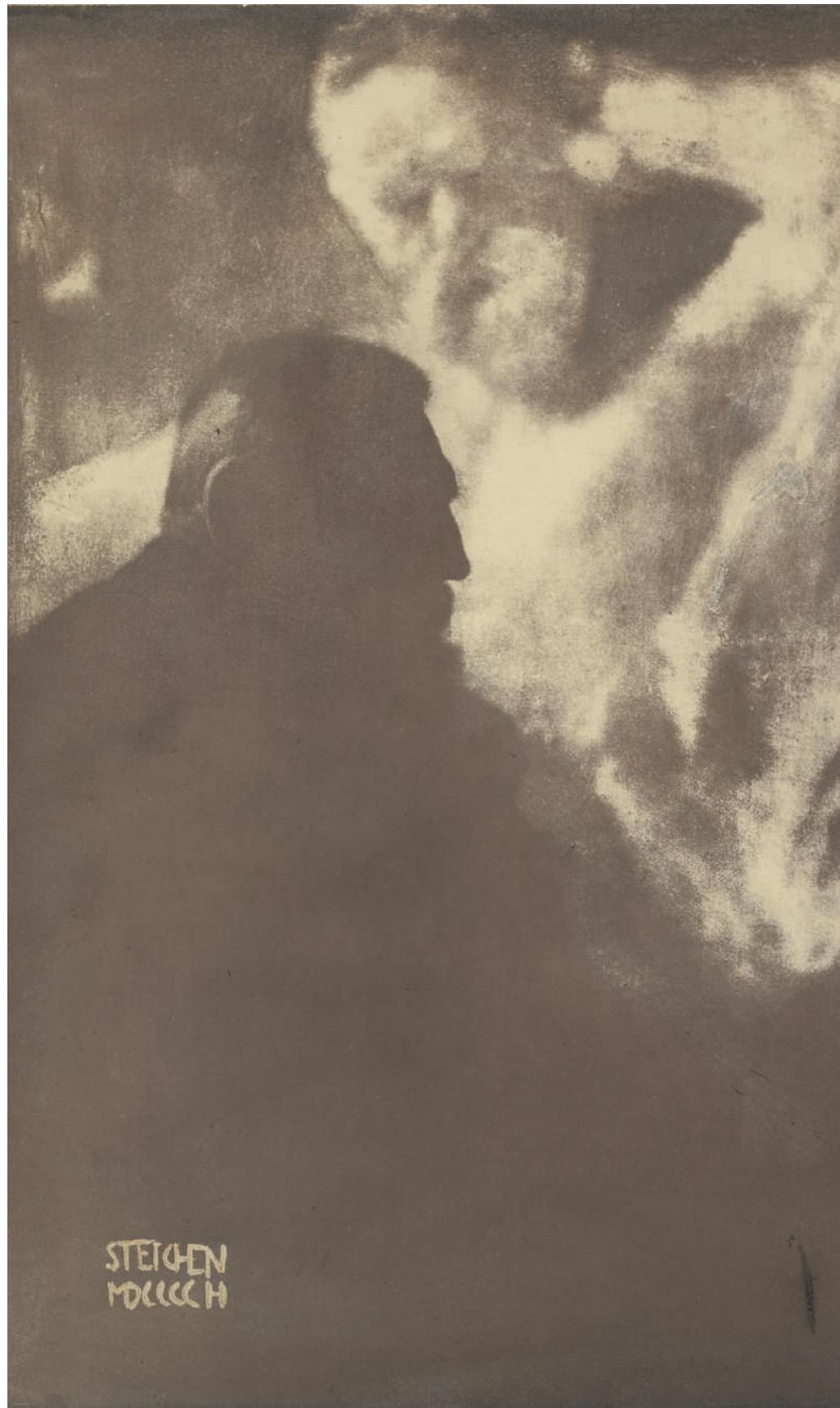
**PROVENANCE**

The collection of Jean Walker Simpson (1897–1980),  
philanthropist and friend of the artist's;  
G. Ray Hawkins Gallery, Los Angeles;  
acquired from the above by the present owner, 1992.

**LITERATURE**

Alfred Stieglitz, *Camera Work*, New York, no. 11,  
July 1905, pl. I.  
Carl Sandburg et al., *Steichen the Photographer*,  
The Museum of Modern Art, New York, 1961, p. 24.  
Edward Steichen, *A Life in Photography*, Doubleday & Company/  
The Museum of Modern Art, Garden City, New York,  
1963, pl. 16.  
Beaumont Newhall, *The History of Photography from 1839 to  
the present day*, The Museum of Modern Art, New York,  
1964, p. 107.  
Dennis Longwell, *Steichen: The Master Prints 1895-1914*, The  
Museum of Modern Art, New York, 1978, pl. 22, pp. 44–45.  
Exhibition catalogue, *Modern Art And America: Alfred Stieglitz  
and his New York Galleries*, National Gallery of Art,  
Washington D.C., 2001, pl. 2, p. 54.







*Why should the inspiration that exudes from an artist's manipulation of the hairs of a brush be any different from that of the artist who bends at will the rays of light?*

Pierre Dubreuil, 'Le Caractère Personnel,' *Association Belge de Photographe*, Bulletin no. 7, (July 1930), p. 54.

°336

PIERRE DUBREUIL (1872–1944)

*Antithèse*, c. 1930

oil print, mounted on paper  
etched monogram (recto); numbered '35' in pencil  
(mount, recto); signed and titled in ink and affixed  
exhibition label (mount, verso)  
image/sheet: 9 7/8 x 8 in. (25 x 20.3 cm.)  
mount: 14 1/4 x 10 3/8 in. (36.2 x 26.3 cm.)

\$70,000–100,000

**PROVENANCE**

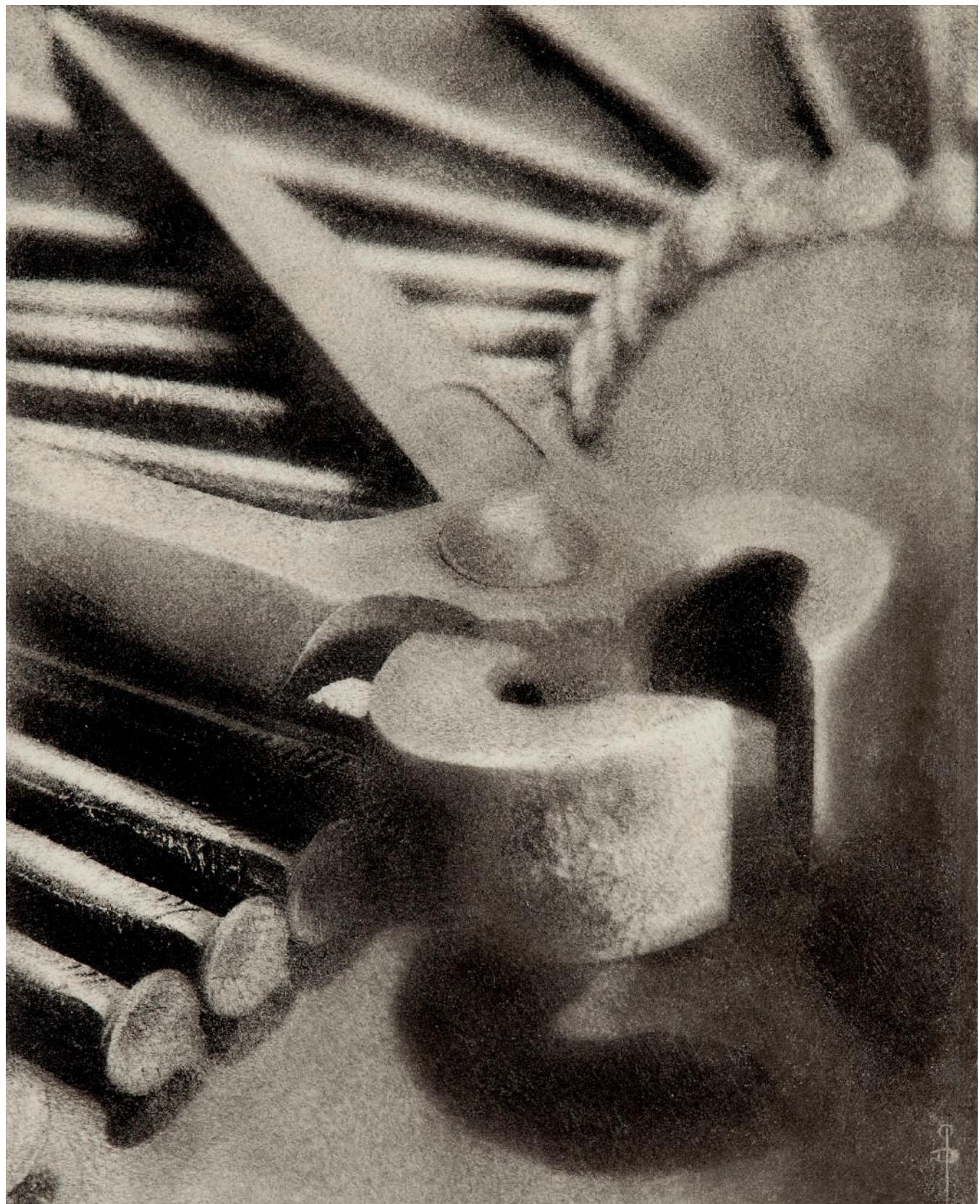
The collection of Tom Jacobson, San Diego;  
Houk Friedman, New York;  
Galerie Zur Stockeregg, Zurich;  
Their sale; Christie's, New York, October 4, 1999, lot 44;  
acquired from the above sale by the present owner.

**EXHIBITED**

Paris, *Exposition Artistes Photographes de Belgique*,  
March–April 1935, no. 35.

For this print, Dubreuil has created a more impressionistic, textural image than other existing prints from the same negative. The title, *Antithèse*, may refer to the various opposing forces evident in this Modernist image, such as the straight lines that are delineated with sharpness and strong contrast against the curved lines that are more softly modeled. Likewise, the suggested pulling action of the pinchers opposes the binding function of the nails.

Dubreuil would often pursue new types of tonal reproductions, experimenting with lighting, contrast and ink consistencies. The print in the present lot is a fine example of such investigations by the artist. At the time of this writing, this is one of only three prints of this image known to exist.



*The taut wire strings for slicing give it the appearance of a musical instrument, a miniature harp. I put the hard-boiled egg, stripped for cutting into it, a couple more eggs were commandeered to balance, and two aluminum baking dishes, the halved kind, made to fit together in a round steamer were used in the back. Result—excellent... I shall work more, for these are fine material.*

Edward Weston, 1930

°337

**EDWARD WESTON (1886–1958)**

*Eggs and Slicer, 1930*

gelatin silver print, printed mid–1940s  
initialled and dated in pencil (mount, recto)  
image/sheet: 7 1/2 x 9 3/8 in. (19 x 23.8 cm.)  
mount: 14 x 16 1/8 in. (35.5 x 40.9 cm.)

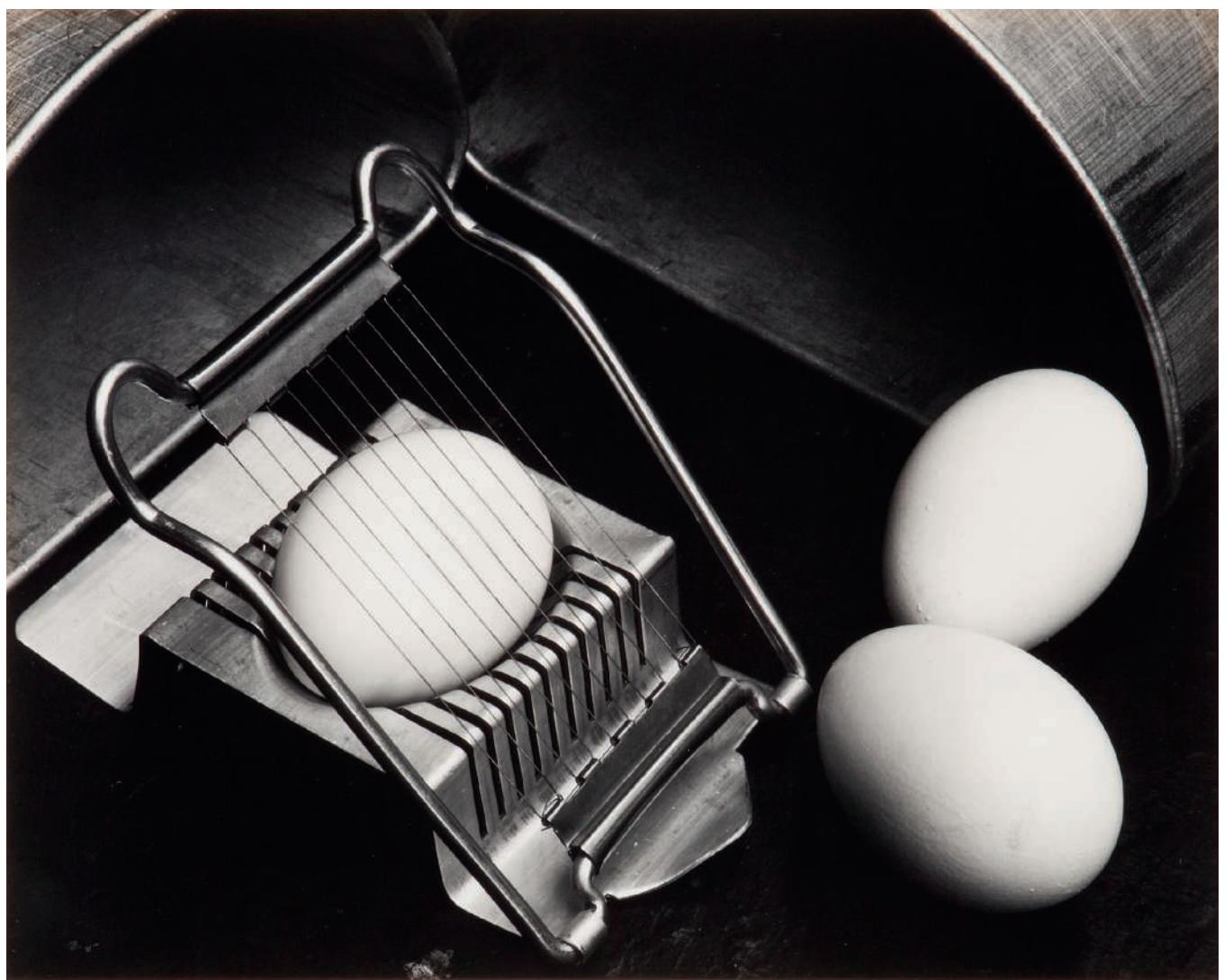
\$40,000–60,000

**PROVENANCE**

Gifted by the artist to Carmel-based photographers Morley and Frances Baer, mid-1940s;  
by descent to the estate of the above;  
Weston Gallery, Carmel;  
acquired from the above by the present owner, 2004.

**LITERATURE**

Amy Conger, *Edward Weston: Photographs*, Center for Creative Photography, Tucson, 1992, fig. 594/1930.  
Sarah M. Lowe et al., *Edward Weston: Life Work*, Lodima Press, Revere, Pennsylvania, 2003, pl. 39, n.p.  
Manfred Heiting (ed.), *Edward Weston*, Taschen, Cologne, 2017, p. 135.



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### EDWARD WESTON (1886–1958)

*Pipes and Stacks: Armco Steel,  
Middletown, Ohio 2M*, 1922

gelatin silver print, mounted on board, printed 1940s  
initialled and dated in pencil (mount, recto); titled, dated  
and numbered '2M' in pencil and credited, titled on affixed  
The Museum of Modern Art, Art Lending Service label  
(mount, verso)  
image/sheet: 9 1/2 x 7 5/8 in. (24.1 x 19.3 cm.)  
mount: 16 x 13 3/8 in. (40.5 x 35.2 cm.)

\$70,000–100,000



Charles Demuth (1883–1935), *My Egypt*, 1927

#### PROVENANCE

Edwynn Houk Gallery, New York;  
acquired from the above by the present owner, 2005.

#### LITERATURE

Nancy Newhall, *Edward Weston*, The Museum of Modern Art, New York, 1946, p. 11.  
Nancy Newhall, *Edward Weston: The Flame of Recognition*, Aperture, Grossman Publishers, New York, 1971, p. 9.  
Ben Maddow, *Edward Weston: Fifty Years*, Aperture, Millerton, New York, 1973, p. 99.  
Exhibition catalogue, *Edward Weston: One Hundred Photographs, From the Nelson-Atkins Museum of Art and the Hallmark Photographic Collection*, Kansas City, Missouri, 1982, p. 7.  
Amy Conger, *Edward Weston: Photographs from the Collection of the Center for Creative Photography*, Center for Creative Photography, Tucson, 1992, fig. 86/1922.  
Gilles Mora (ed.), *Edward Weston: Forms of Passion*, Harry N. Abrams, New York, 1995, p. 58.  
Alexander Lee Nyerges, *Edward Weston: A Photographer's Love of Life*, Dayton Art Institute, Dayton, 2004, pl. 12, p. 126.  
Brett Abbott et al., *In Focus: Edward Weston*, Getty Publications, Los Angeles, 2005, pl. 9, p. 27.  
Amy Conger, *Edward Weston: The Form of the Nude*, Phaidon, New York, 2005, p. 17.  
Steve Crist, *Edward Weston: 125 Photographs*, AMMO Books, Los Angeles/New York, 2012, pl. 36, p. 37.

On a trip in 1922 to visit his sister May, in Middletown, Ohio, Weston made four images of the local American Rolling Mill Co. (later, Armco Steel), whose soaring smokestacks and industrial aesthetic captivated him. From Ohio, Weston journeyed further, on an inaugural visit to New York City, and at his sister and brother-in-law's urging. He was further encouraged after a meeting with Alfred Stieglitz, who expressed enthusiasm for his Armco images in particular. This critical feedback, along with introductions and camaraderie with other contemporary photographers, including Charles Sheeler and Paul Strand, set the course for much of what would come thereafter.

The images of Armco from 1922 were a continued departure from Weston's earlier Pictorialist work. They demonstrate the photographer's new Modernist dedication. In the present image, Weston presents the industrial plant as a monument to progress, not uncommon among early Modernists. Gone are painterly techniques or anything that would soften the scene. Amy Conger writes in relation to this particular image that during Weston's stay in Mexico with Tina Modotti during 1923, Weston noted that 'the phrase I love—"form follows function"—is as applicable to these charros [cowboys] as it is to the smoke stacks and grain elevators of industrialism' (Conger, fig. 86/1922).

Weston made four negatives of the Armco plant; only three are known to have been printed. Other prints of this image reside in the public collections of The Museum of Modern Art, New York; the San Francisco Museum of Modern Art; the J. Paul Getty Museum, California; and George Eastman House, Rochester, New York. This is the earliest print of this image to be offered at auction.



°339

## EDWARD WESTON (1886–1958)

*Armco Steel, Middletown, Ohio, 1922*

gelatin silver print, mounted on board, printed 1940s  
initialled and dated in pencil (mount, recto); signed, titled,  
dated and numbered '1 M' by Dody Weston Thompson in  
pencil (mount, verso); signed by Dody Weston Thompson in  
blue crayon with typed credit, title and date on accompanying  
paper label  
image/sheet: 9 1/4 x 6 3/4 in. (23.5 x 17.1 cm.)  
mount: 16 x 13 3/4 in. (40.6 x 34.9 cm.)

\$70,000–100,000

### PROVENANCE

Gifted by the artist to Dody Weston Thompson, 1940s;  
the collection of Michael Mattis and Judith Hochberg, New York;  
acquired from the above by the present owner, 2003.

### LITERATURE

Ben Maddow, *Edward Weston: Fifty Years*, Aperture, Millerton,  
New York, 1973, p. 97.  
Beaumont Newhall, *Supreme Instants: The Photography of Edward  
Weston*, Little, Brown and Co., Boston, 1986, pl. 11, n.p.  
Amy Conger, *Edward Weston: Photographs from the Collection of the  
Center for Creative Photography*, Center for Creative Photography,  
Tucson, 1992, fig. 85/1922.  
Jose Antonio Rodriguez et al., *Edward Weston: La Mirada de la  
Ruptura*, El Instituto, Mexico, 1994, p. 42.  
Gilles Mora (ed.), *Edward Weston: Forms of Passion*,  
Harry N. Abrams, New York, 1995, p. 57.  
Theodore E. Stebbins, Jr. et al., *Edward Weston: Photography  
and Modernism*, Museum of Fine Arts, Boston, 1999, pl. 6, n.p.  
Sarah M. Lowe et al., *Edward Weston: Life Work*, Lodima Press,  
Revere, Pennsylvania, 2003, pl. 14, n.p.  
Sarah M. Lowe, *Tina Modotti & Edward Weston: The Mexico Years*,  
Merrell, New York, 2004, p. 26.  
Amy Conger, *Edward Weston: The Form of the Nude*,  
Phaidon, New York, 2005, p. 16.

Conger locates other prints of this image in public collections  
including George Eastman House, Rochester, New York;  
National Gallery of Canada, Ottawa; and Museo del Arte  
Moderno, Mexico City.



°340

## DOROTHEA LANGE (1895–1965)

*White Angel Bread Line, San Francisco, 1933*

gelatin silver print, printed early 1950s  
stamped photographer's Euclid Avenue credit (verso)  
image: 13 ½ x 10 ½ in. (34 x 26.6 cm.)  
sheet: 14 x 11 in. (35.7 x 28 cm.)

\$80,000–120,000

### PROVENANCE

Lee Gallery, Winchester, Massachusetts;  
acquired from the above by the present owner, 2005.

### LITERATURE

Exhibition catalogue, *The Family of Man*, The Museum of Modern Art, New York, 1955, p. 151.  
*Dorothea Lange: Photographs of a Lifetime*, Aperture, New York, 1982, p. 45.  
Therese Thau Heyman, Sandra S. Phillips and John Szarkowski, *Dorothea Lange: American Photographs*, San Francisco Museum of Modern Art, 1994, pl. 1.  
Karen Tsujimoto, *Dorothea Lange, Archive of an Artist*, Oakland Museum, 1995, p. 9.  
Keith F. Davis, *The Photographs of Dorothea Lange*, Harry N. Abrams, New York, 1996, cover and p. 21.  
Barbara Haskell, *The American Century: Art and Culture, 1900–1950*, Whitney Museum of American Art, New York, 1999, pl. 483.  
Pierre Borhan, *Dorothea Lange: The Heart and Mind of a Photographer*, Bulfinch, Boston, 2002, p. 71.

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

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

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



°341

**MARGARET BOURKE-WHITE**

(1904–1971)

*Terminal Tower, Cleveland, Ohio, c. 1928*

gelatin silver print on layered mount

signed in pencil (secondary mount, recto); annotated 'Falvey'  
and variously otherwise annotated, numbered in pencil  
(secondary mount, verso)

image/sheet: 18 1/8 x 10 1/8 in. (46 x 25.6 cm.)

primary mount: 18 1/2 x 10 3/8 in. (47 x 26.3 cm.)

secondary mount: 24 1/4 x 16 1/2 in. (61.5 x 41.8 cm.)

\$30,000–50,000

**PROVENANCE**

The collection of Walter Falvey, a designer of the

Terminal Tower and an acquaintance of the artist's;

Sotheby's, New York, April 26, 2001, lot 65;

acquired from the above by the present owner.

Bourke-White moved to Cleveland in 1927, committed to capturing the booming industry of the city and becoming famous for doing so. Soon after arriving, she secured a studio in the prestigious Terminal Tower building, which she enjoyed photographing through railway trestles, building grills and other architectural elements, as well as from different vantage points around the city, in various explorations of pattern and perspective. By 1929 she was working for the renowned editor Henry Luce, regularly contributing dramatic documentary images to the new *Fortune* magazine, and achieving the recognition she passionately worked for.



Cleveland  
1910

*'Talbot's sense of timing in this image is exquisite. At any other time of day, as the sun traced out its daily path, the lovely Bridge of Sighs would come into competition when the ancient college buildings at the right became illuminated. Gone would be the silvery mass of water under the bridge, carefully contained by the shadow blocking the lower left corner.'*

Larry J. Schaaf, *The Photographic Art of William Henry Fox Talbot*, p. 214.

°342

**WILLIAM HENRY FOX TALBOT  
(1800–1877)**

*The Bridge of Sighs, Saint John's College,  
Cambridge, c. 1845*

salted paper print from calotype negative  
numbered 'LA 144' in ink (verso)  
image: 6 1/2 x 8 1/4 in. (16.5 x 20.8 cm.)  
sheet: 7 3/4 x 9 3/4 in. (19.7 x 24.7 cm.)

\$40,000–60,000

**PROVENANCE**

Lowinsky Gallery, New York;  
acquired from the above by the present owner, 1993.

**LITERATURE**

H. J. P. Arnold, *William Henry Fox Talbot: Pioneer of Photography and a Man of Science*, Hutchinson Benham, London, 1977, pl. 53.  
Larry J. Schaaf, *The Photographic Art of William Henry Fox Talbot*, Princeton & Oxford, 2000, pl. 91, p. 215.

Shaaf locates the negative for this image, along with eleven prints from it, in the National Museum of Photography, Film & Television (now the National Science and Media Museum, Bradford) as well as other prints in public collections including the J. Paul Getty Museum, Los Angeles; the Royal Photographic Society, Bath; and Canadian Centre for Architecture, Montreal.

The present lot is an untrimmed print with remarkably rich tonalities.



°343

## EDWARD STEICHEN (1879–1973)

*The May Pole (The Empire State Building), 1932*

gelatin silver contact print  
numbered '1345-21' (in the negative); stamped photographer's  
and Condé Nast copyright credits, dated 'July 1933' and  
annotated in ink in press stamp, dated 'VF 1935' in ink and  
variously numbered, annotated in pencil (verso)  
image/sheet: 10 x 8 in. (25.5 x 20.4 cm.)

\$60,000–80,000

### PROVENANCE

The Condé Nast Archive;  
Sotheby's, New York, April 23, 2003, lot 146;  
acquired from the above sale by the present owner.

### LITERATURE

*Vanity Fair*, July 1933, p. 36 (this print).  
Edward Steichen, *A Life in Photography*, Doubleday & Company,  
Inc./ The Museum of Modern Art, Garden City, New York,  
1963, pl. 213.  
John Szarkowski, *Photography Until Now*, The Museum of  
Modern Art, New York, 1989, p. 192.  
Joanna Steichen, *Steichen's Legacy: Photographs, 1895–1973*,  
Alfred A. Knopf, New York, 2000, pl. 198.

A year after its construction, *Vanity Fair* commissioned Edward Steichen to photograph the imposing edifice of the Empire State Building. Steichen had been defining the magazine's vision since 1923 (a tenure that would last until 1937) with his crisp elegance, earning him the title of being among the world's greatest living portrait photographers by *Vanity Fair's* editor Frank Crowninshield. The challenge with photographing the Empire State Building, the artist knew, was translating the awe-inspiring monumentality of the building onto the flat surface of a photograph. Ingeniously, Steichen chose to layer two separate negatives into a single frame, thereby imbuing the resulting image with a powerful sense of three-dimensionality and vitality. 'I conceived of the building as a Maypole and made the double exposure to suggest the swirl of a Maypole dance,' he later explained.

Eighty years later, Steichen's image of the Empire State Building still captures the beauty, energy and dynamism of the building. It is not surprising, therefore, that when the magazine published the image in July of 1933 it proudly announced that the image had been selected to be presented as a mural for Chicago's World's Fair, whose motto, accordingly, was 'Science Finds, Industry Applies, Man Adapts.'

The present lot is the actual print used for reproduction in the 1933 issue of *Vanity Fair*, which was the first time this iconic image was seen.



°344

**CARLETON E. WATKINS (1829–1916)**

*Cathedral Spires, Yosemite, 1865–1866*

mammoth-plate albumen print, mounted on board  
credited, titled and numbered 'no 22' in pencil (mount, recto)  
image/sheet: 20  $\frac{3}{4}$  x 15  $\frac{3}{4}$  in. (52.6 x 40 cm.)  
mount: 28  $\frac{1}{4}$  x 22  $\frac{1}{4}$  in. (71.7 x 56.5 cm.)

\$40,000–60,000

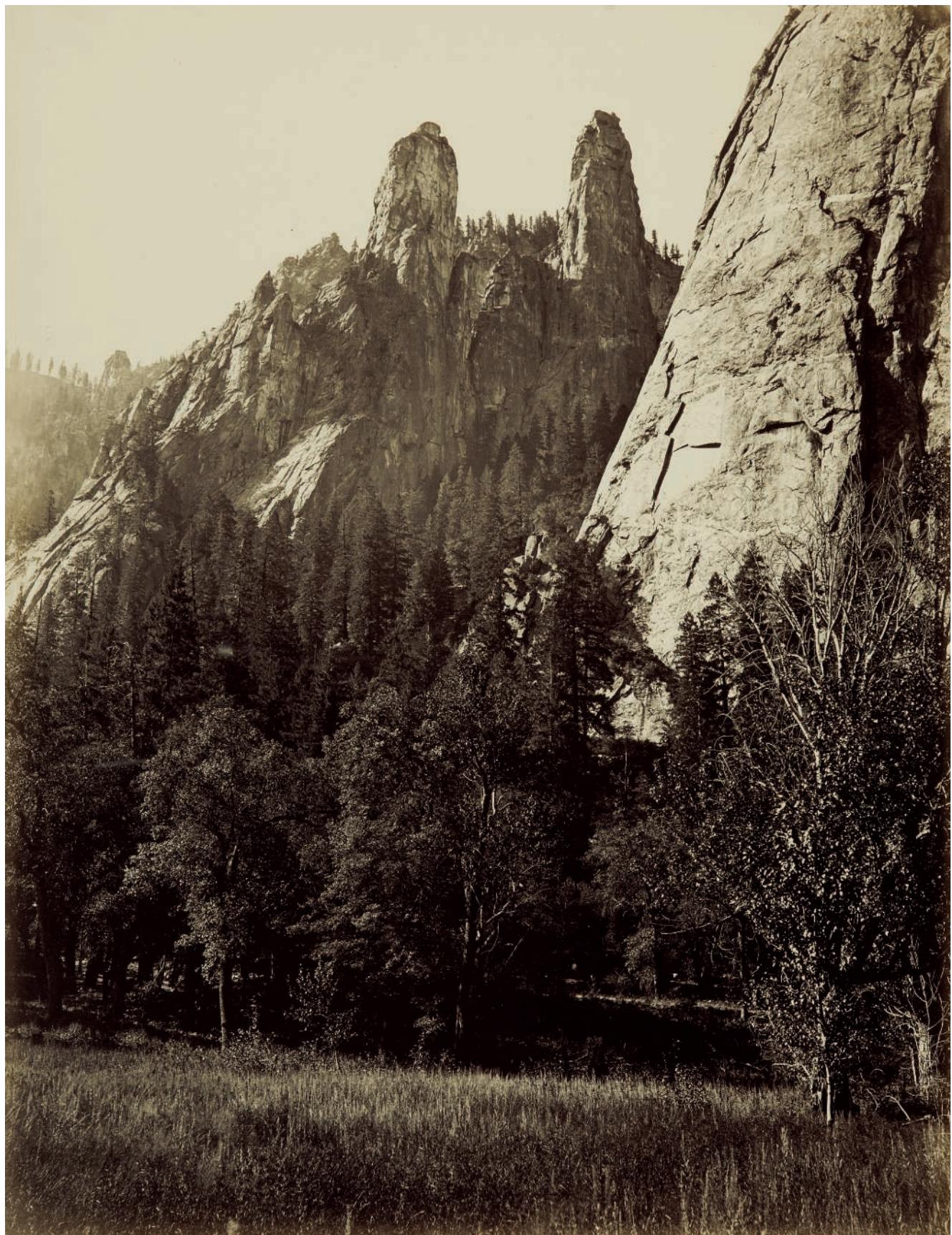
**PROVENANCE**

Lee Gallery, Winchester, Massachusetts;  
acquired from the above by the present owner, 1989.

**LITERATURE**

Weston Naef and Chistine Hult-Lewis, *Carleton Watkins: The Complete Mammoth Photographs*, The J. Paul Getty Museum, Los Angeles, 2011, pl. 166, p. 76.

Weston Naef and Chistine Hult-Lewis locate other prints of this image in public collections including the Metropolitan Museum of Art, New York; the J. Paul Getty Museum, Los Angeles; the New York Public Library; the Cooper-Hewitt, National Design Museum, Smithsonian Institution, New York; and the Beinecke Rare Book and Manuscript Library, Yale University, New Haven, Connecticut.



°345

## EDWARD WESTON (1886–1958)

*Dunes, Oceano, 1936*

gelatin silver print, mounted on board, printed c. 1940  
initialled and dated in pencil (mount, recto); signed, titled,  
dated and numbered '37SO' in pencil (mount, verso)  
image/sheet: 7 5/8 x 9 1/2 in. (19.3 x 24.1 cm.)  
mount: 13 5/8 x 15 5/8 in. (34.5 x 39.6 cm.)

\$80,000–120,000

### PROVENANCE

Paul M. Hertzmann, San Francisco, California;  
acquired from the above by the present owner, 2011.

### LITERATURE

James Enyeart, *Edward Weston's California Landscapes*,  
Little Brown and Co., Boston, 1984, pl. 73.  
Amy Conger, *Edward Weston: Photographs from the Collection of the*  
*Center for Creative Photography*, Center for Creative Photography,  
1992, fig. 941/1936.  
Jennifer A. Watts (ed.), *Edward Weston: A Legacy*, The  
Huntington Library, Los Angeles, 2003, pl. 11.  
Kurt Markus, *Dune: Edward & Brett Weston*, Kalispell, 2003, p. 5.  
Judith Hochberg et al., *Edward Weston: Life Work*, Lodima Press,  
Revere, 2004, pl. 73.  
Brett Abbott, *In Focus: Edward Weston*, The J. Paul Getty  
Museum, Los Angeles, 2005, pl. 74.

During the 1930s, the coastal sand dunes in Oceano, California were home to artists, writers and assorted misfits known collectively as the Dunites. Weston and his lover and muse at the time, Charis, stayed within this community as Weston explored the photographic potential within the spectacular dunes. This series of images from 1936 mark his greatest achievement in landscape photography. Of these, the present lot (known colloquially as 'Black Dunes') was selected by photo-historians Beaumont and Nancy Newhall for inclusion in their seminal 1958 book *Masters of Photography* and has been one of the most celebrated and reproduced dunes in the series.

For more information regarding Weston's dune imagery from Oceano, see lot 303. Other prints of this image reside in institutional collections including The Museum of Modern Art, New York; Art Institute of Chicago; George Eastman House, Rochester; the Nelson-Atkins Museum of Art, Kansas City.



°346

## EDWARD WESTON (1886–1958)

*Clouds, Santa Monica, 1936*

gelatin silver print, mounted on board

signed, titled and numbered '35 CL' in pencil (mount, verso)  
image/sheet: 7 ½ x 9 ½ in. (19 x 24.1 cm.)  
mount: 15 x 16 ½ in. (38 x 41.9 cm.)

\$40,000–60,000

### PROVENANCE

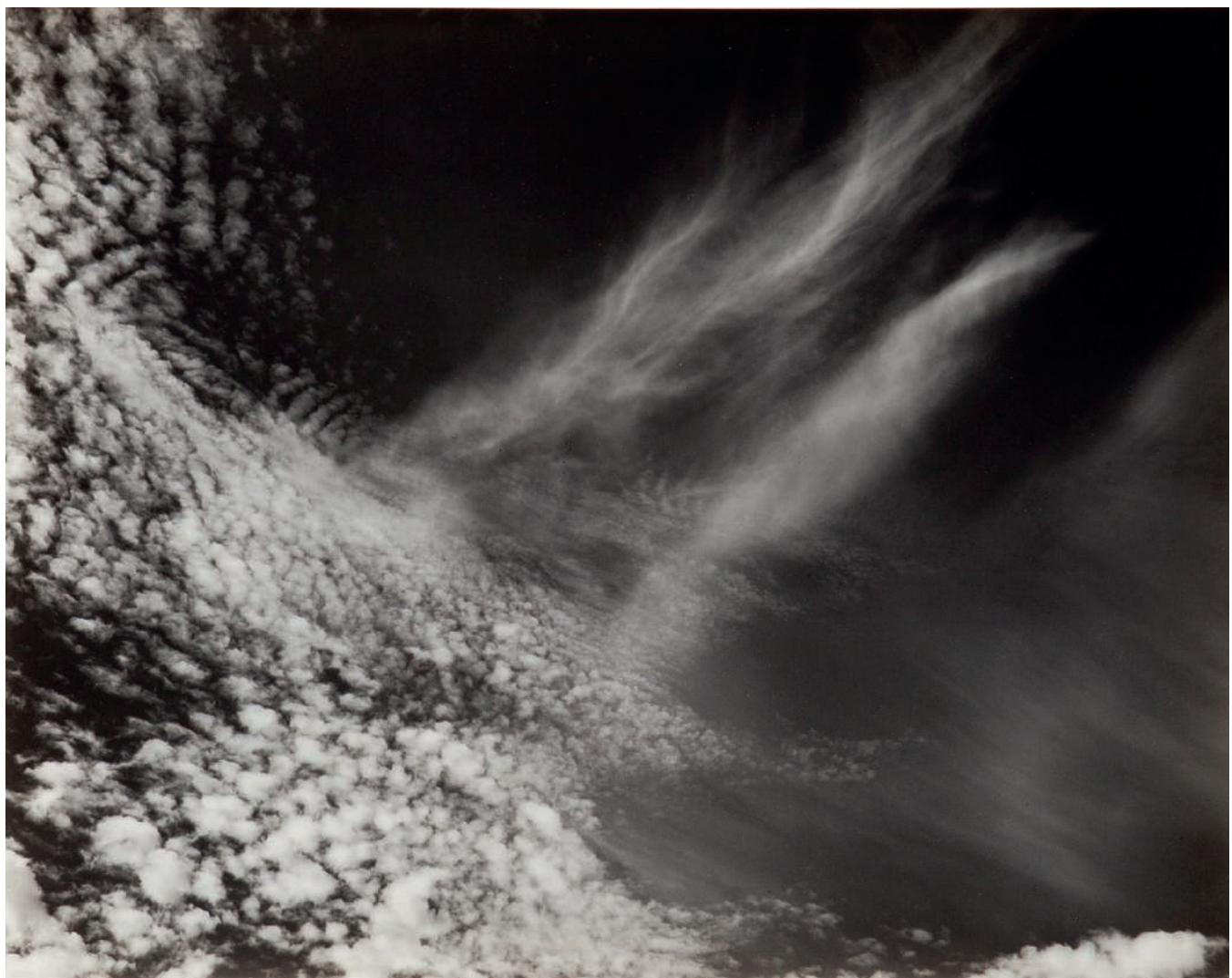
Gifted by the artist to Frederick Sommer (1905–1999), 1939;  
the Estate of Frederick Sommer;  
Craig Krull Gallery, Santa Monica, California;  
acquired from the above by the present owner, 2004.

### LITERATURE

Exhibition catalogue, *Supreme Instants: The Photography of Edward Weston*, Center for Creative Photography, Tucson, 1986, cat. no. 159.  
Amy Conger, *Edward Weston: Photographs from the Collection of the Center for Creative Photography*, Center for Creative Photography, Tucson, 1992, fig. 915/1936.  
Exhibition catalogue, *Edward Weston: Photography and Modernism*, Museum of Fine Arts, Boston, 1999, pl. 82.

Edward Weston, like Stieglitz, was continually attracted to clouds and their aesthetic potential, most notably while traveling through California with Charis in 1936. Conger documents twelve cloud compositions that year, mostly made in Santa Monica and Oceano. Though these cloud images—of which the present lot is a superlative example—were taken only three years after *Cloud, New Mexico* (lot 313), their compositional elements and visual effects differ drastically. Taken with no horizon line or orienting device, this purely abstract composition resembles Weston's sand dune images made during the same excursion. In many ways, *Clouds, Santa Monica* is directly comparable to *Dunes, Oceano* (lot 309); the two form a natural complement.

The present print was originally gifted by Weston to the photographer Frederick Sommer in 1939. Sommer's interest in photography was piqued by Weston's work in the early 1930s and the two eventually became friends. Sommer, Weston and Charis traveled together to Jerome, Arizona for a week in 1938; Weston and Sommer photographed together during this time. Per Sommer's request, Weston signed the mount verso and not beneath the print itself, as was his tradition. Sommer's own photographs are signed in this fashion.





°347

**ANSEL ADAMS (1902–1984)**

*Evening Clouds, Sierra Nevada from Owens Valley, California, c. 1962*

gelatin silver print, mounted on board, printed mid-1960s–1970  
signed in pencil (mount, recto); stamped Carmel credits [BMFA 7 & 8]  
with title in ink (mount, verso)  
image/sheet: 15 5/8 x 19 3/4 in. (39 x 50 cm.)  
mount: 21 3/4 x 28 in. (55.2 x 71 cm.)

\$15,000–25,000

**PROVENANCE**

*Photographs By Ansel Adams From A California Collection*; Christie's, New York, April 11, 2008, lot 1083;  
acquired from the above sale by the present owner.

**LITERATURE**

Ansel Adams and Paul Brooks, *Ansel Adams: Yosemite and the Range of Light*, Little, Brown and Co., New York, 1979, pl. 42.

John Szarkowski, *The Portfolios of Ansel Adams*, Little, Brown and Company, Boston, 1981, Portfolio IV, pl. 15.

Ansel Adams and James Alinder, *An Autobiography*, Little, Brown and Co., Boston, 1986, p. 216.

Anne Hammond, *Ansel Adams: Divine Performance*, Yale University Press, New Haven, 2002, fig. 4.22, p. 108–109.

Andrea G. Stillman, *Ansel Adams: 400 Photographs*, Little, Brown and Co., New York, 2007, p. 401.



°348

ANSEL ADAMS (1902–1984)

*Canyon de Chelly from White House Overlook,  
Canyon de Chelly National Monument, Arizona, 1942*

gelatin silver print, mounted on board, printed 1973–1977  
signed in pencil (mount, recto); stamped Carmel credit [BMFA 11] with title,  
date in ink (mount, verso)  
image/sheet: 15 5/8 x 19 1/8 in. (39 x 48.5 cm.)  
mount: 22 x 28 in. (55.9 x 71.1 cm.)

\$20,000–30,000

**PROVENANCE**

*Photographs By Ansel Adams From A California Collection*;  
Christie's, New York, April 11, 2008, lot 1016;  
acquired from the above sale by the present owner.

**LITERATURE**

Ansel Adams, *Photographs of the Southwest*, Little, Brown and Co.,  
Boston, 1976, pl. 30.  
Andrea G. Stillman, *Ansel Adams: 400 Photographs*, Little, Brown and Co.,  
New York, 2007, p. 166.  
Andrea G. Stillman, *Ansel Adams in the National Parks*, Little, Brown and Co.,  
New York, 2010, p. 303.

°349

### ANSEL ADAMS (1902–1984)

*Portfolio One: Twelve Photographic Prints  
by Ansel Adams, 1938–1948*

San Francisco: Grabhorn Press, 1948. 12 gelatin silver prints; each signed in pencil (mount, recto); each stamped Portfolio credit and numbered sequentially in red ink (mount, verso); image sizes ranging from approximately 5 x 7 in. (12.7 x 17.7 cm.) to 8 x 10 in. (20.2 x 25.4 cm.) or inverse; each mount 14 x 18 in. (35.5 x 45.7 cm.) or inverse; text inserts; numbered '74' in red ink (list of plates); number seventy-four from the edition of seventy-five; contained in original folding portfolio case.

\$50,000–70,000

#### PROVENANCE

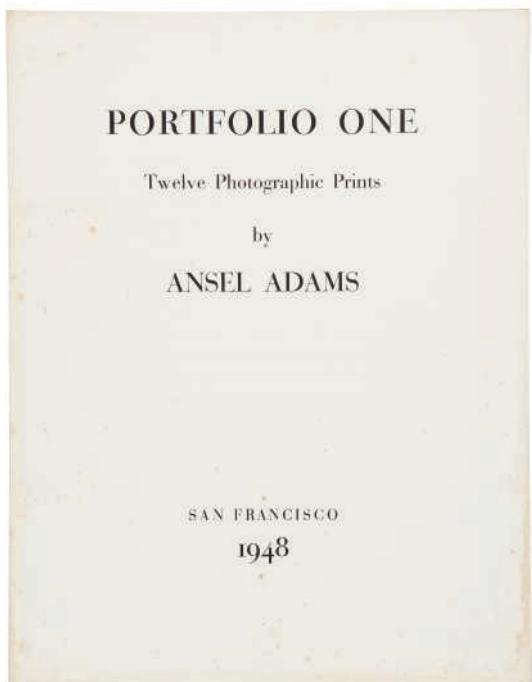
Sotheby's, New York, October 24, 2002, lot 22;  
acquired from the above sale by the present owner.

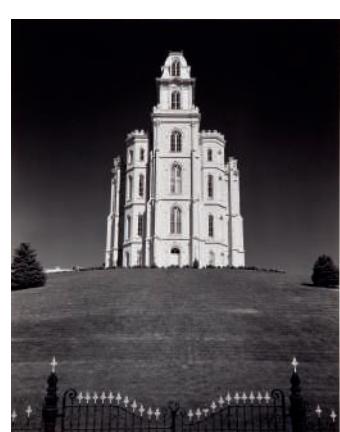
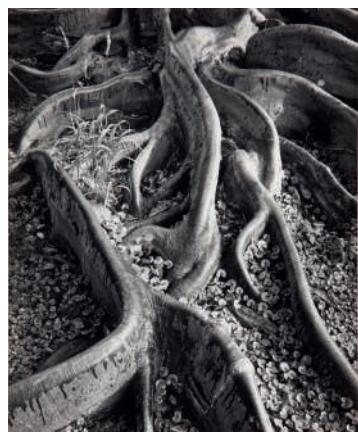
#### LITERATURE

John Szarkowski, *The Portfolios of Ansel Adams*, Little Brown and Company, New York, 1998, n.p.

List of plates:

1. Mount McKinley, Alaska, 1948
2. Saguero Cactus, Sunrise, Arizona, 1946
3. Rapids Below Vernal Fall, Yosemite Valley, 1948
4. Mormon Temple, Manti, Utah, 1948
5. Vine and Rock, Island of Hawaii, T. H., 1948
6. Refugio Beach, California, 1946
7. The White Church, Hornitos, California, 1946
8. Roots, Foster Gardens, Honolulu, T. H., 1948
9. Oak Tree, Snow Storm, Yosemite, 1948
10. Trailside, Near Juneau, Alaska, 1948
11. Alfred Stieglitz, An American Place, New York, 1938
12. Clouds Above Golden Canyon, Death Valley, California, 1946





°350

LOUIS DE CLERCQ (1836–1901)

*Tripoli [Lebanon], vue partiel*, 1859–1860

albumen print from two waxed-paper negatives,  
mounted on card

numbered '14' (in the negative); lithographed photographer's  
monogram and title, numbered 'I-14' twice in pencil  
(mount, recto)

image/adjoined sheets: 8 ½ x 21 ¼ in. (21.2 x 53.9 cm.)  
mount: 17 ¾ x 23 ¾ in. (45.3 x 59.3 cm.)

\$15,000–25,000

**PROVENANCE**

Lunn Ltd., New York;  
Lowinsky Gallery, New York;  
acquired from the above by the present owner, 1992.

**LITERATURE**

Louise de Clercq, *Voyage en Orient 1859–1860, Villes, Monuments  
et Vues Pittoresques, recueil photographique exécut par Louis De Clercq*,  
Volume I (Villes, monuments, et vues pittoresques de Syrie), pl. 14.





TRIPOLI

VUE PARTIELLE



°351

**GUSTAVE LE GRAY (1820–1884)**

*La vague brisée—Cette—Mer Méditerranée, 1857*

albumen print from wet collodion negative, mounted on card  
facsimile signature in red ink (recto); embossed photographer's  
credit and titled, numbered '15' on affixed label (mount, recto)  
image/sheet: 16 ½ x 12 ¾ in. (41.9 x 32.7 cm.)  
mount: 26 ¾ x 21 in. (68.2 x 53.3 cm.)

\$200,000–300,000

**PROVENANCE**

Acquired by the present owner, New York, 1993.

**LITERATURE**

Exhibition catalogue, *After Daguerre: Masterworks of French Photography*, Metropolitan Museum of Art, New York, 1980, pl. 81.

Eugenia Parry Janis, *The Photography of Gustave Le Gray*, The Art Institute of Chicago and the University of Chicago Press, Chicago, 1987, pl. 14, p. 71.

Weston Naef, *The J. Paul Getty Museum Handbook of the Photographs Collection*, The J. Paul Getty Museum, Malibu, California, 1995, p. 51.

Sylvie Aubenas, *Gustave Le Gray, 1820-1884*, The J. Paul Getty Museum, Los Angeles, 2002, pl. 144, p. 124.

In this striking image, Le Gray has created a virtuoso early example of photographic instantaneity. The vessel in motion and the crashing wave, frozen in this dramatic large format, constitute a remarkable achievement for the still-young medium of photography, whose practitioners, by virtue of the necessarily long exposure times still required, had so far been obliged to restrict themselves to static subjects.

After focusing mostly on landscape, architecture and portraiture during his photographic career thus far, Le Gray began making seascapes and maritime studies in about 1855. The present image is the only marine subject by Le Gray in portrait rather than landscape format. *La vague brisée*, and its companion *La grande vague* are important images in the story of the camera's potential to capture and fix fast-moving subjects.



°352

EDWARD STEICHEN (1879–1973)

*Narcissus*, 1901

platinum print

image/sheet: 6 x 8 in. (15.2 x 20.2 cm.)

\$100,000–200,000

**PROVENANCE**

Gifted by the artist to The Museum of Modern Art,  
New York, 1970;

Their sale; Sotheby's, New York, April 25, 2001, lot 110;  
acquired from the above sale by the present owner.

This image is one of several nudes that Steichen made in Paris during this time, including his famous *In Memoriam*. In none of the images is the face of the model visible, due to the fact that, according to Steichen, even professional models at this time insisted that their faces not be shown. These sensual, mostly dark images were printed either with pigment or in platinum and are each meditative, intimate studies both of the female form and of delicate tonal shifts in the photographic image.

The print offered in the present lot, originally in the collection of The Museum of Modern Art, New York, is one of only two known prints of the image. Both are printed in platinum.



actual size

°353

ANDRÉ KERTÉSZ (1894–1985)

*Distortion #98*, 1933

toned ferrotyped gelatin silver print,

presumably printed by late 1940s

signed, titled and dated in ink (verso)

image/sheet: 9 3/8 x 6 5/8 in. (23.8 x 16.8 cm.)

\$20,000–30,000

**PROVENANCE**

Private collection, New York;

*Photographic Masterworks*; Christie's, New York,

April 23, 1990, lot 41;

Galerie Zur Stockeregg, Zurich;

Their sale; Christie's, New York, October 4, 1999, lot 48;

acquired from the above sale by the present owner.

**LITERATURE**

Nicolas Ducrot, *Distortions: Andre Kertesz*, Knopf, New York, 1976, n.p.



actual size

354

BILL BRANDT (1904–1983)

*Campden Hill, 1956*

gelatin silver print

stamped photographer's credit and variously numbered in  
black/red ink (verso)

image: 9 1/4 x 7 3/4 in. (23.2 x 19.6 cm.)  
sheet: 10 x 8 in. (25.5 x 20.4 cm.)

\$20,000–30,000

**PROVENANCE**

Private collection, London;  
acquired from the above by the present owner, 1998.

**LITERATURE**

Lawrence Durrell, *Bill Brandt: Perspectives of Nudes*,  
Amphoto, New York, 1961, pl. 25.  
Bill Brandt, *Shadow of Light*, De Capo Press,  
New York, 1977, pl. 130.  
Bill Jay and Nigel Warburton, *The Photography of Bill Brandt*,  
Harry N. Abrams, Inc., New York, 1999, pl. 217, p. 241.



actual size

°355

EDWARD WESTON (1886–1958)

*New York Interior, 1941*

gelatin silver print, mounted on board

initialled and dated in pencil (mount, recto); signed and titled  
in pencil (mount, verso)

image/sheet: 9 1/8 x 7 5/8 in. (23.2 x 19.3 cm.)

mount: 16 3/8 x 13 5/8 in. (41.5 x 34.5 cm.)

\$50,000–70,000

**PROVENANCE**

Frank H. Boos Gallery, Bloomfield Hills, Michigan,

February 1, 2001, lot 801;

acquired from the above sale by the present owner.

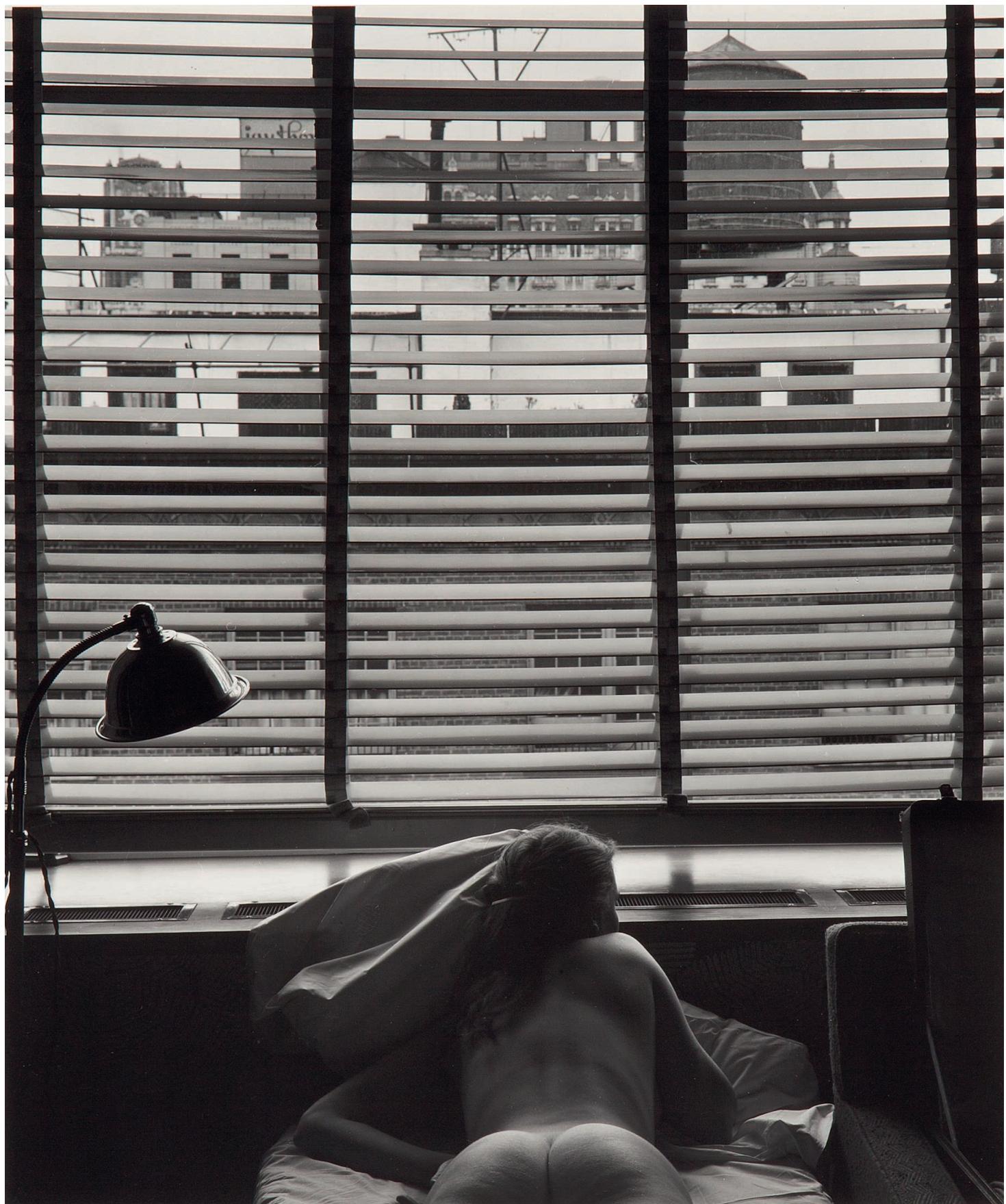
**LITERATURE**

Sarah M. Lowe and Dody Weston Thompson, *Edward Weston: Life Work: Photographs from the Collection of Judith G. Hochberg and Michael P. Mattis*, Lodima Press, Revere, Pennsylvania, 1981, pl. 64 (variation).

Amy Conger, *Edward Weston: Photographs from the Collection of the Center for Creative Photography*, Center for Creative Photography, Tucson, 1992, fig. 1661/1941 (variation).

Cole Weston and Susan Morgan, *Edward Weston: Portraits*, Aperture Foundation, New York, 1995, n.p (variation).

Amy Conger, *Edward Weston: The Form of the Nude*, Phaidon Press Limited, London, 2005, pp. 120-121 (variations).



actual size



°356

**JAN LAUSCHMANN (1901–1991)**

*The Evening on Our Staircase, 1927*

gelatin silver print, printed later

signed, titled in Czech and in English, dated in ink (verso)

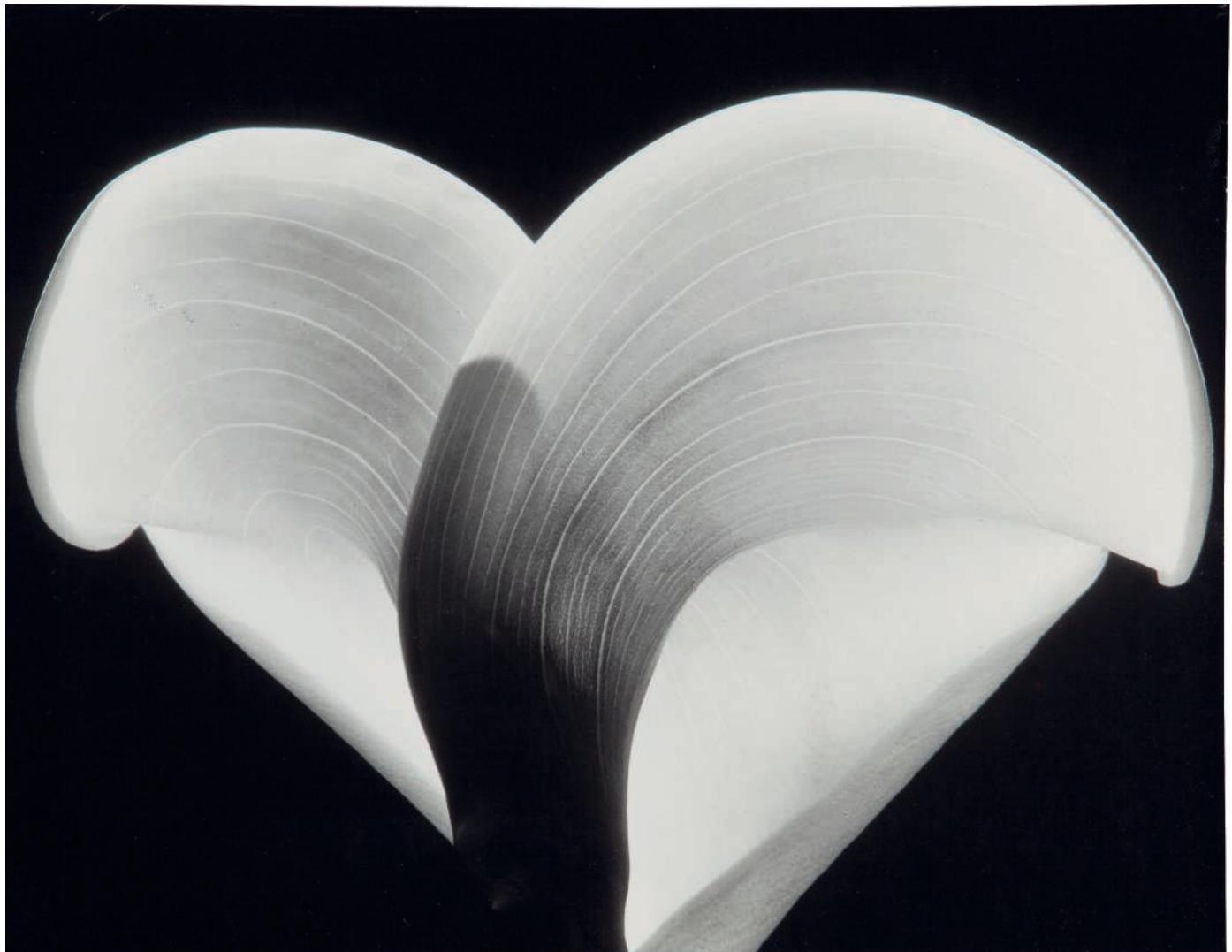
image/sheet: 11 3/4 x 11 1/4 in. (29.8 x 28.5 cm.)

\$5,000–7,000

**PROVENANCE**

Private collection, Prague;

acquired from the above by the present owner, 2003.



°357

SONYA NOSKOWIAK (1900–1975)

*Lily*, c. 1930

gelatin silver print

stamped photographer's credit (verso)

image/sheet: 7 1/2 x 9 3/4 in. (19 x 24.7 cm.)

\$3,000–5,000

**PROVENANCE**

The artist's estate;

Paul M. Hertzmann, San Francisco;

the collection of Michael Mattis and Judith Hochberg;

acquired from the above by the present owner, 2002.

°358

EDWARD WESTON (1886–1958)

*Pepper No. 14, 1929*

gelatin silver contact print, mounted on board  
signed, dated, initialed and numbered '5/50' in pencil  
(mount, recto); inscribed 'Our vegetable love shall grow/  
Vaster than empires, and more slow – / [Andrew Marvell –  
/ "To His Coy Mistress"]' (mount, verso)  
image/sheet: 8 1/2 x 7 1/2 in. (21.5 x 19 cm.)  
mount: 11 3/8 x 10 1/4 in. (28.9 x 26 cm.)  
This work is number five from an unrealized edition of fifty.

\$70,000–100,000

**PROVENANCE**

Jo Davidson, American sculptor (1883–1952);  
by descent to the family of the above;  
Paul M. Hertzmann, San Francisco;  
the collection of Michael Mattis and Judith Hochberg,  
New York;  
acquired from the above by the present owner, 2014.

**LITERATURE**

Kathy Kelsey Foley, *Edward Weston's Gifts to His Sister*, Dayton Art Institute, Dayton, p. 8 and pp. 23–24.  
Amy Conger, *Edward Weston: Photographs from the Collection of the Center for Creative Photography*, Center for Creative Photography, Tucson, 1992, fig. 562/1929.  
Gilles Mora (ed.), *Edward Weston: Forms of Passion*, Harry N. Abrams, New York, 1995, p. 158.

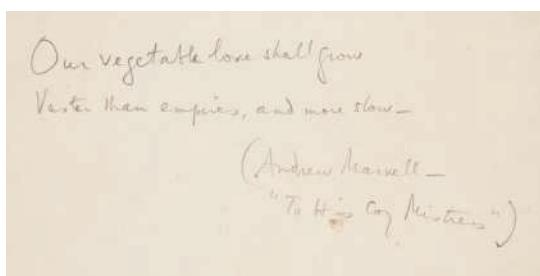


Constantin Brancusi, *Le Baiser*, 1923–1925.

As documented in his *Daybooks*, Edward Weston recognized the summer of 1929 as the start of a particularly significant, prolific period in his career. He devoted much of this time to photographing vegetables, notably peppers of 'marvelous convolutions' whose intriguing forms enamored Weston so fully they distracted him from producing commissioned works. This infatuation with the pepper as ideal photographic subject is best explained by the artist himself:

I have done perhaps fifty negatives of peppers: because of the endless variety in form manifestations, because of the extraordinary surface texture, because of the power, the force suggested in their amazing convolutions.

This particular image, often referred to as 'the embrace,' was his most popular at the time. Other prints of this image reside in the institutional collections of the Art Institute of Chicago; the Huntington Library; the Indiana University Art Museum; the Museum of Modern Art; the Special Collections of University of California, Santa Cruz and the Nora Eccles Harrison Museum of Art, Utah State University, Logan.





actual size

*...wide awake with thoughts on my yesterday's negatives: squash—winter squash—marvelous cream white forms—one like a starfish... I am fishing for words to give my feelings for their detached quality—their gesture of complete beauty.*

Edward Weston, 1930

°359

**EDWARD WESTON (1886–1958)**

*Winter Squash, 1930*

gelatin silver print, printed 1940s  
initialled and dated in pencil (mount, recto); numbered '33V'  
and dated by the photographer in pencil, variously annotated  
in an unknown hand in pencil (mount, verso)  
image/sheet: 7 7/8 x 9 3/8 in. (18.7 x 23.8 cm.)  
mount: 13 3/4 x 16 in. (34.9 x 40.5 cm.)

\$20,000–30,000

**PROVENANCE**

Private collection, Colorado;  
acquired from the above by the present owner, 2007.

**LITERATURE**

Exhibition catalogue, *Supreme Instants: The Photography of Edward Weston*, Center for Creative Photography, Tucson, 1986, cat. no. 136, pl. 30.

Amy Conger, *Edward Weston: Photographs from the Collection of the Center for Creative Photography*, Center for Creative Photography, Tucson, 1992, fig. 614/1930.





360

STEPHEN SHORE (B. 1947)

*Heart of Palm Beach Motel, Palm Beach, Florida,  
November 8, 1977*

chromogenic print

signed, titled, dated and numbered '(14)' in ink (verso)

image: 11 7/8 x 15 1/8 in. (30.1 x 38.4 cm.)

sheet: 14 x 17 in. (35.5 x 43.1 cm.)

\$8,000–12,000

**PROVENANCE**

Edwynn Houk Gallery, New York;

acquired from the above by the present owner, 2009.

Stephen Shore has had a singularly distinctive career, and one that began remarkably early in life. At the age of fourteen, Edward Steichen, then Curator of Photography at The Museum of Modern Art, New York, purchased his work, and during his later teenage years, Shore was a regular at Andy Warhol's Factory, documenting the comings and goings. He had the unique distinction of being the first living photographer after Alfred Stieglitz, some 40 years earlier, to have a solo exhibition at the Metropolitan Museum of Art, New York. His two most influential projects—*American Surfaces and Uncommon Places*, both from the 1970s—are, at their heart, epic photographic studies of middle America, and stand in the long tradition of the American road trip. While crisscrossing the country Shore made hundreds of color negatives—either with a 35mm handheld Rollei, or an 8x10 inch view camera—that document the consumer driven ordinariness of society. Included in the important *New Topographics* exhibition in 1976, Shore's work reverberated with artists like Bernd & Hilla Becher and Martin Parr, who in turn introduced his work to a new generation of students. The Museum of Modern Art, New York, will launch a major retrospective of Shore's work in the Fall of 2017.



361

STEPHEN SHORE (B. 1947)

*Belle Glade, Florida, November 14, 1977*

chromogenic print

signed, titled, dated and numbered '(8)' in ink (verso)

image: 12 x 15 1/8 in. (30.4 x 38.4 cm.)

sheet: 14 x 17 in. (35.5 x 43.1 cm.)

\$10,000–15,000

**PROVENANCE**

Edwynn Houk Gallery, New York;  
acquired from the above by the present owner, 2009.



°362

ANNIE LEIBOVITZ (B. 1949)

*Dan Aykroyd and John Belushi (Blues Brothers),  
Hollywood, California, 1979*

Cibachrome print

signed, titled, dated and numbered '35/40' in ink (margin)

image: 14 1/4 x 14 1/4 x in. (36.1 x 36.1 cm.)

sheet: 20 x 16 in. (50.8 x 40.7 cm.)

This work is number thirty-five from an edition of forty.

\$20,000–30,000

**PROVENANCE**

Acquired by the present owner, 1991.



°363

IRVING PENN (1917–2009)

*Five Moroccan Women, 1971*

platinum-palladium print, flush-mounted on aluminum, printed 1979  
signed, titled, date of image and of print, numbered '13/40' and '2073' and  
annotated in pencil, stamped photographer's/Condé Nast copyright credit  
with '1979' in pencil and stamped edition information (flush mount, verso)  
image: 20 1/4 x 19 7/8 in. (51.4 x 50.4 cm.)  
sheet/flush mount: 26 x 22 in. (66 x 55.8 cm.)

This work is number thirteen from an edition of forty numbered platinum  
prints plus five unnumbered, signed gelatin silver prints.

\$25,000–35,000

**PROVENANCE**

Phillips, New York, October 1, 2013, lot 32;  
acquired from the above sale by the present owner.

**LITERATURE**

Sarah Greenough, *Irving Penn: Platinum Prints*, National Gallery  
of Art Yale University Press, New Haven, 2005, pl. 59.

°364

ROBERT MAPPLETHORPE

(1946–1989)

*Rose, 1987*

dye transfer print, flush-mounted on board

signed, dated and numbered '4/7' in ink (margin); signed and dated in ink in photographer's copyright credit stamp and titled, dated, numbered '1770', '4/7' in ink (flush mount, verso)

image: 19 x 18 ¼ in. (48.2 x 47.5 cm.)

sheet/flush mount: 23 ½ x 20 in. (59.9 x 50.8 cm.)

This work is number four from an edition of seven.

\$20,000–30,000

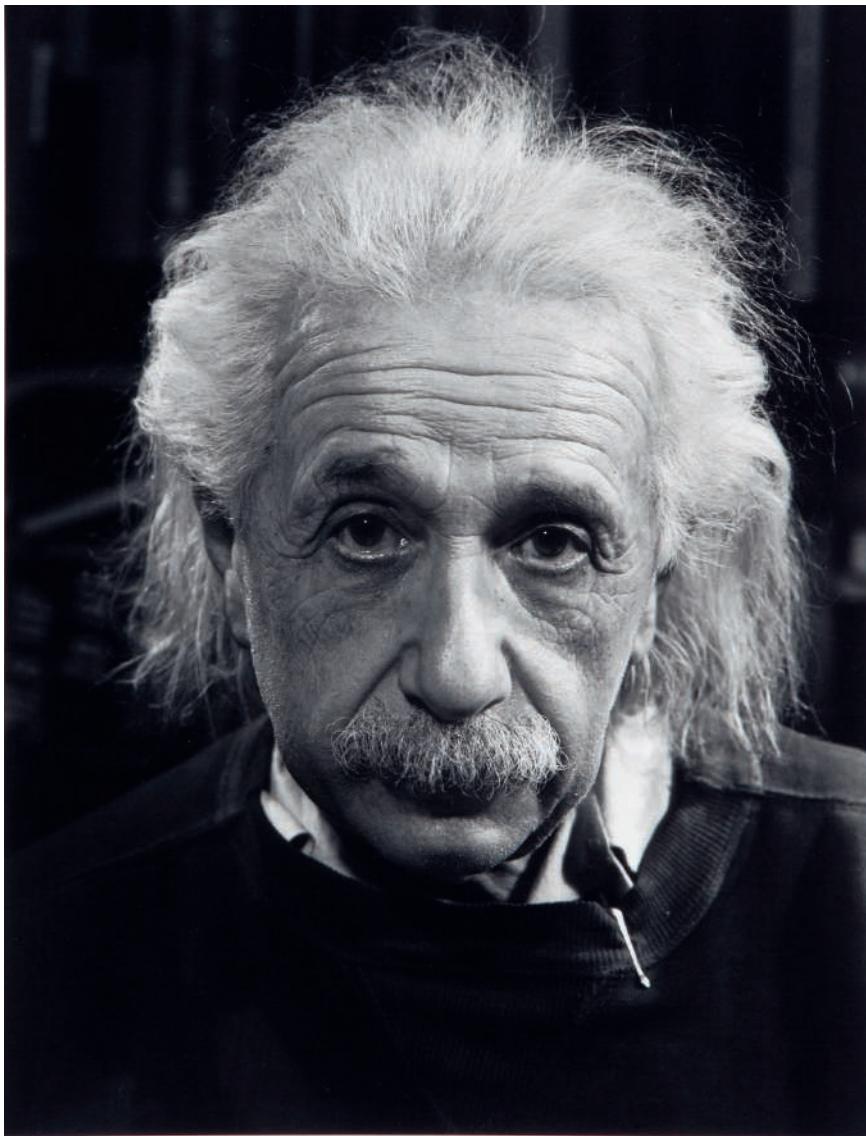
**PROVENANCE**

Private collection, New York;

Phillips, New York, April 3, 2013, lot 225;

acquired from the above sale by the present owner.





°365

PHILIPPE HALSMAN (1906–1979)

*Professor Albert Einstein in his Study at Princeton, 1947*

gelatin silver print, printed c. 1970

signed, titled and dated in pencil, stamped photographer's copyright credit (verso)

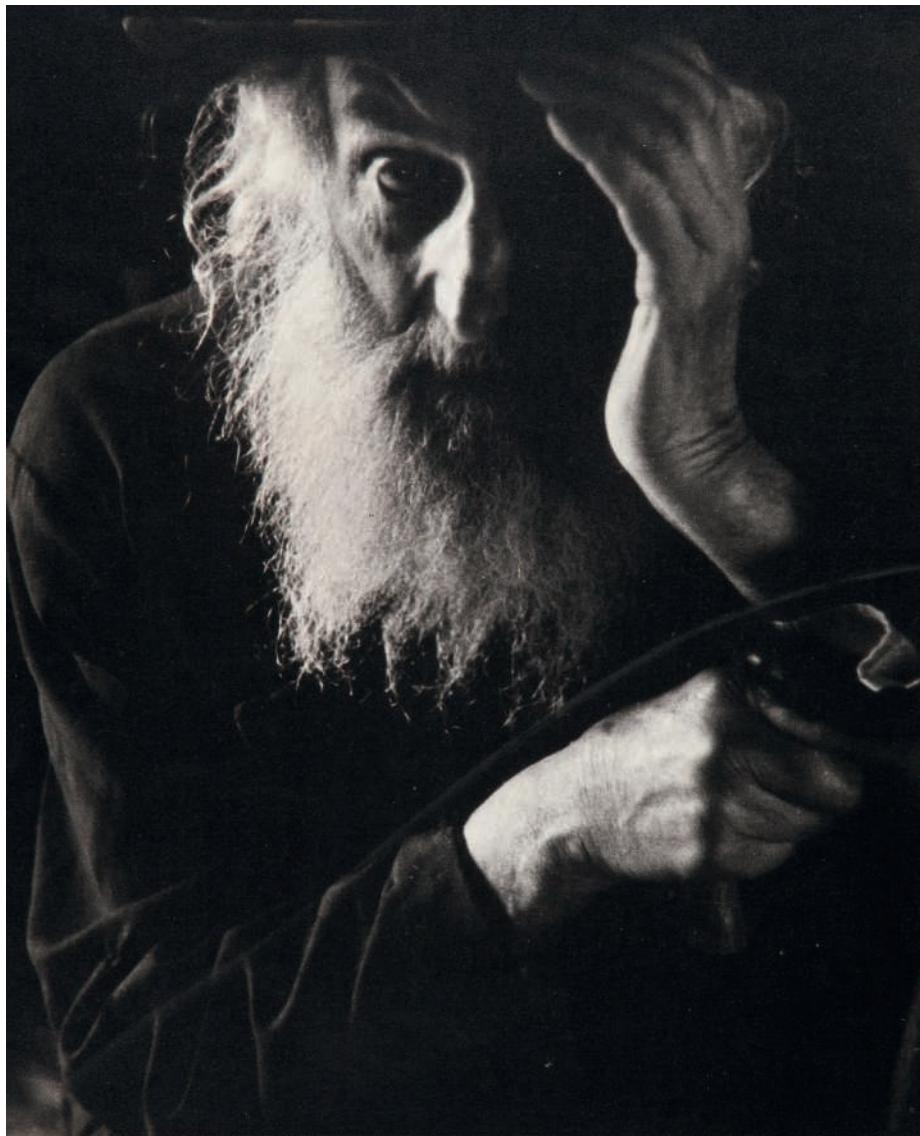
image: 13 5/8 x 10 1/2 in. (34.5 x 26.6 cm.)

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

\$5,000–7,000

**PROVENANCE**

Private collection, Salt Lake City;  
acquired from the above by the present owner, c. 2000.



°366

**ROMAN VISHNIAC (1897–1990)**

*An Elder of the Village, Carpathian Ruthenia, 1938*

gelatin silver print

signed and dated in ink on accompanying paper label

image/sheet: 13 1/4 x 10 3/4 in. (33.6 x 27.3 cm.)

\$5,000–7,000

**PROVENANCE**

The estate of the artist;  
Howard Greenberg Gallery, New York;  
acquired from the above by the present owner, 1992.

**LITERATURE**

Abraham Joshua Heschel, *Roman Vishniac: Polish Jews, A Pictorial Record*, Schocken Books, New York, 1947, pl. 30, n.p.  
Elie Wiesel, *A Vanished World: Roman Vishniac*, Farrar, Straus & Giroux, New York, 1983, pl. 3, n.p.

°367

ALFRED EISENSTAEDT (1898–1995)

*Untitled (Sunlight silhouetting a skating figure)*, 1930s

gelatin silver print, mounted on card

signed in pencil (overmat)

image/sheet: 11 ½ x 9 ¼ in. (29.1 x 23.3 cm.)

mount: 12 ½ x 10 ¼ in. (31.7 x 26 cm.)

\$10,000–15,000

**PROVENANCE**

Christie's, New York, October 15, 2004, lot 305;  
acquired from the above sale by the present owner.



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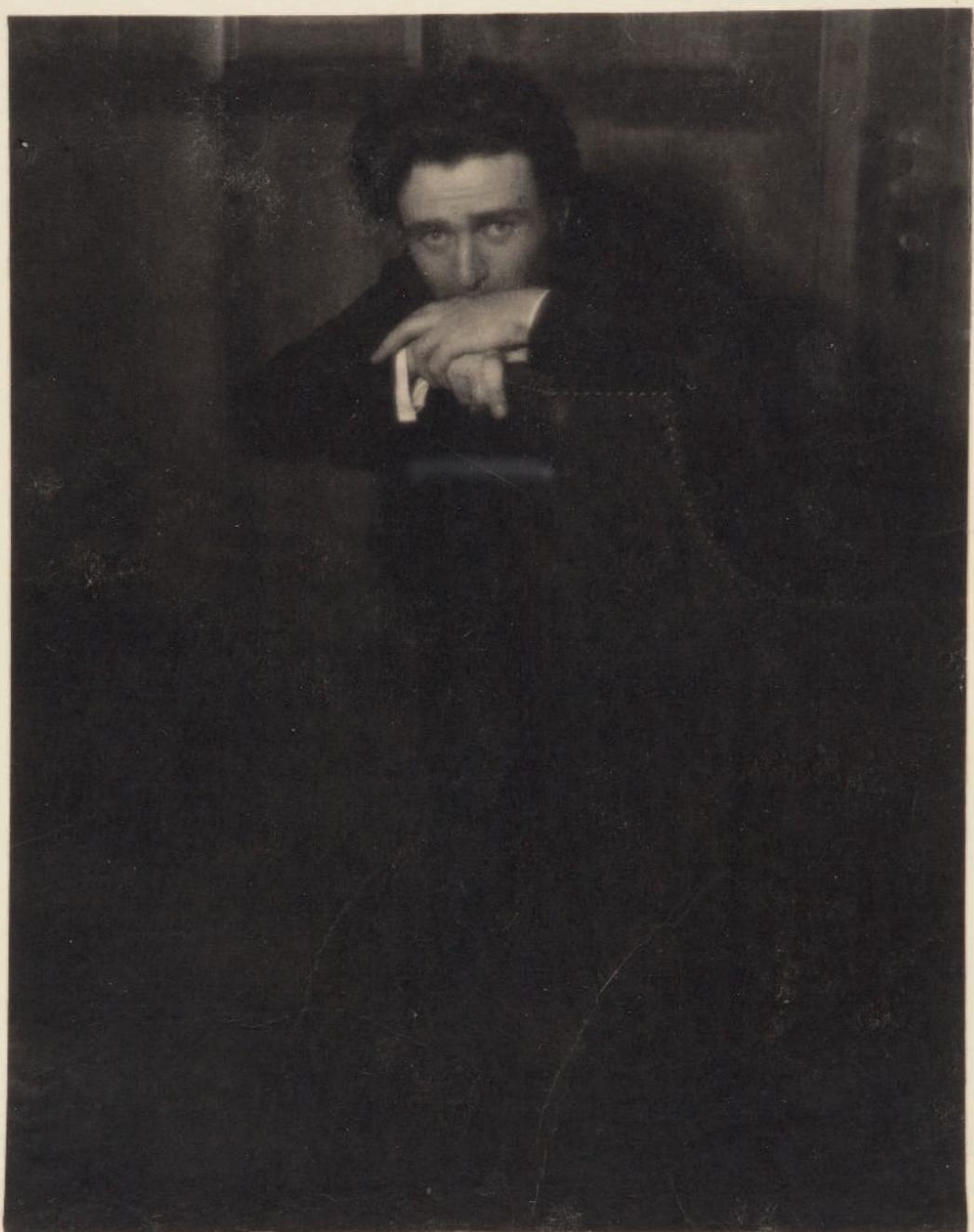
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# CONDITIONS OF SALE • BUYING AT CHRISTIE'S

## CONDITIONS OF SALE

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

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

## A BEFORE THE SALE

### 1 DESCRIPTION OF LOTS

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

### 2 OUR RESPONSIBILITY FOR OUR DESCRIPTION OF LOTS

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

### 3 CONDITION

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

### 4 VIEWING LOTS PRE-AUCTION

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

### 5 ESTIMATES

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

### 6 WITHDRAWAL

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

### 7 JEWELLERY

(a) Coloured gemstones (such as rubies, sapphires and emeralds) may have been treated to improve their look, through methods such as heating and oiling. These methods are accepted by the international jewellery trade but may make the gemstone less strong and/or require special care over time.  
(b) All types of gemstones may have been improved by some method. You may request a gemmological report for any item which does not have a report if the request is made to us at least three weeks before the date of the auction and you pay the fee for the report.  
(c) We do not obtain a gemmological report for every gemstone sold in our auctions. Where we do get gemmological reports from internationally accepted gemmological laboratories, such reports will be described in the catalogue. Reports from American gemmological laboratories will describe any improvement or treatment to the gemstone. Reports from European gemmological laboratories will describe any improvement or treatment only if we request that they do so, but will confirm when no improvement or treatment has been made. Because of differences in approach and technology, laboratories may not agree whether a particular gemstone has been treated, the amount of treatment, or whether treatment is permanent. The gemmological laboratories will only report on the improvements or treatments known to the laboratories at the date of the report.  
(d) For jewellery sales, **estimates** are based on the information in any 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 on previous occasions, please contact our Credit Department at **+1 212-636-2490**.

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

If in our opinion you do not satisfy our bidder identification and registration procedures including, but not limited to completing any anti-money laundering and/or anti-terrorist 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](http://www.christies.com) or in person. For help, please contact the Credit Department on **+1 212-636-2490**.

### 6 BIDDING SERVICES

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

#### (a) Phone Bids

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

#### (b) Internet Bids on Christie's LIVE™

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

#### (c) Written Bids

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

## C AT THE SALE

### 1 WHO CAN ENTER THE AUCTION

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

### 2 RESERVES

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

### 3 AUCTIONEER'S DISCRETION

The auctioneer can at his or her sole option:

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

### 4 BIDDING

The auctioneer accepts bids from:

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

### 5 BIDDING ON BEHALF OF THE SELLER

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

### 6 BID 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 **lots** we charge 2.5% of the **hammer price** up to and including US\$250,000, 20% on that part of the **hammer price** over US\$250,000 and up to and including US\$4,000,000, and 12.5% of that part of the **hammer price** above US\$4,000,000.

### 2 TAXES

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

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

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

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

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

## E WARRANTIES

### 1 SELLER'S WARRANTIES

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

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

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

## 2 OUR AUTHENTICITY WARRANTY

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

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

not apply to any information other than in the **Heading** even if shown in **UPPERCASE type**.

- (c) The **authenticity warranty** does not apply to any **Heading** or part of a **Heading** which is **qualified**. **Qualified** means limited by a clarification in a **lot's catalogue description** or by the use in a **Heading** of one of the terms listed in the section titled **Qualified Headings** on the page of the catalogue headed "Important Notices and Explanation of Cataloguing Practice". For example, use of the term "ATTRIBUTED TO..." in a **Heading** means that the **lot** is in Christie's opinion probably a work by the named artist but no **warranty** is provided that the **lot** is the work of the named artist. Please read the full list of **Qualified Headings** and a **lot's full catalogue description** before bidding.
- (d) The **authenticity warranty** applies to the **Heading** as amended by any **Saleroom Notice**.
- (e) The **authenticity warranty** does not apply where scholarship has developed since the auction leading to a change in generally accepted opinion. Further, it does not apply if the **Heading** either matched the generally accepted opinion of experts at the date of the auction or drew attention to any conflict of opinion.
- (f) The **authenticity warranty** does not apply if the **lot** can only be shown not to be **authentic** by a scientific process which, on the date we published the catalogue, was not available or generally accepted for use, or which was unreasonably expensive or impractical, or which was likely to have damaged the **lot**.
- (g) The benefit of the **authenticity warranty** is only available to the original buyer shown on the invoice for the **lot** issued at the time of the sale and only if the original buyer has owned the **lot** continuously between the date of the auction and the date of claim. It may not be transferred to anyone else.
- (h) In order to claim under the **authenticity warranty** you must:
  - (i) give us written details, including full supporting evidence, of any claim within 5 years of the date of the auction;
  - (ii) at Christie's option, we may require you to provide the written opinions of two recognised experts in the field of the **lot** mutually agreed by you and us in advance confirming that the **lot** is not **authentic**. If we have any doubts, we reserve the right to obtain additional opinions at our expense; and
  - (iii) return the **lot** at your expense to the saleroom from which you bought it in the **condition** it was in at the time of sale.
- (i) You only right under this **authenticity warranty** is to cancel the sale and receive a refund of the **purchase price** paid by you to us. We will not, under any circumstances, be required to pay you more than the **purchase price** nor will we be liable for any loss of profits or business, loss of opportunity or value, expected savings or interest, costs, damages, **other damages** or expenses.
- (j) **Books**. Where the **lot** is a book, we give an **additional warranty** for 21 days from the date of the auction that any **lot** is defective in text or illustration, we will refund your **purchase price**, subject to the following terms:
  - (a) This additional **warranty** does not apply to:
    - (i) the absence of blanks, half titles, tissue guards or advertisements, damage in respect of bindings, stains, spotting, marginal tears or other defects not affecting completeness of the text or illustration;
    - (ii) drawings, autographs, letters or manuscripts, signed photographs, music, atlases, maps or periodicals;
    - (iii) books not identified by title;
    - (iv) **lots** sold without a printed **estimate**;
    - (v) books which are described in the catalogue as sold not subject to return; or
    - (vi) defects stated in any **condition** report or announced at the time of sale.
  - (b) To make a claim under this paragraph you must give written details of the defect and return the **lot** to the sale room at which you bought it in the same **condition** as at the time of sale, within 21 days of the date of the sale.
- (k) **South East Asian Modern and Contemporary Art and Chinese Calligraphy and Painting.** In these categories, the **authenticity warranty** does not apply because current scholarship does not permit the making of definitive statements. Christie's, 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 Ez(h)(ii) above and the property must be returned to us in accordance with Ez(h)(iii) above. Paragraphs Ez(b), (c), (d), (e), (f) and (g) and (i) also apply to a claim under these categories.

## F PAYMENT

### 1 HOW TO PAY

- (a) Immediately following the auction, you must pay the **purchase price** being:
  - (i) the **hammer price**; and
  - (ii) the **buyer's premium**; and
  - (iii) any applicable duties, goods, sales, use, compensating or service tax, or VAT.
- (b) Payment is due no later than by the end of the 7th calendar day following the date of the auction (the "due date").
- (c) 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.
- (d) You must pay for **lots** bought at Christie's in the United States in the currency stated on the invoice in one of the following ways:
  - (i) Wire transfer  
JP Morgan Chase Bank, N.A.,  
270 Park Avenue, New York, NY 10017;  
ABA# 021000021; FBO: Christie's Inc.;  
Account # 957-107978,  
for international transfers, SWIFT: CHASUS33.
  - (ii) Credit Card.  
We accept Visa, MasterCard, American Express and China Union Pay. A limit of \$50,000 for credit card payment will apply. This limit is inclusive of the **buyer's premium** and any applicable taxes. Credit card payments at the New York premises will only be accepted for New York sales. Christie's will not accept credit card payments for purchases in any other sale site.
- (e) 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.
- (f) If you only 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.
- (g) **Cash**
  - (i) 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
  - (ii) **Bank Checks**  
You must make these payable to Christie's Inc. and there may be conditions.
  - (iii) **Checks**  
You must make checks payable to Christie's Inc. and they must be drawn from US dollar accounts from a US bank.
- (h) 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.
- (i) 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.
- (j) **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.
- (k) **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.
- (l) **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, publicly or privately on such terms we shall think necessary or appropriate, in which case you must pay us any shortfall between the **purchase price** and the proceeds from the resale. You must also pay all costs, expenses, losses, damages and legal fees we have to pay or may suffer and any shortfall in the seller's commission on the resale;
    - (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.
- (m) **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.
- (n) **6 COLLECTION AND STORAGE**
  - (o) **1 COLLECTION**
    - (p) We ask that you collect purchased **lots** promptly following the auction (but note that you may not collect any **lot** until you have made full and clear payment of all amounts due to us).
    - (q) 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 cashiers at +1 212 636 2495.
    - (r) If you do not collect any **lot** promptly following the auction we can, at our option, remove the **lot** to another Christie's location or an affiliate or third party warehouse. Details of the removal of the **lot** to a warehouse, fees and costs are set out at the back of the catalogue on the page headed 'Storage and Collection'. You may be liable to our agent directly for these costs.
    - (s) If you do not collect a **lot** by the end of the 30th day following the date of the auction, unless otherwise agreed in writing:
      - (t) we will charge you storage costs from that date.
      - (u) we can, at our option, move the **lot** to or within an affiliate or third party warehouse and charge

you transport costs and administration fees for doing so.

- (iii) we may sell the **lot** in any commercially reasonable way we think appropriate.
- (iv) the storage terms which can be found at [christies.com/storage](http://christies.com/storage) shall apply.

(e) In accordance with New York law, if you have paid for the **lot** in full but you do not collect the **lot** within 180 calendar days of payment, we may charge you New York sales tax for the **lot**.

(f) Nothing in this paragraph is intended to limit our rights under paragraph F4.

## 2 STORAGE

(a) If you have not collected the **lot** within 7 days from the date of the auction, we or our appointed agents can:

- (i) charge you storage fees while the **lot** is still at our saleroom; or
- (ii) remove the **lot** at our option to a warehouse and charge you all transport and storage costs

(b) Details of the removal of the **lot** to a warehouse, fees and costs are set out at the back of the catalogue on the page headed 'Storage and Collection'. You may be liable to our agent directly for these costs.

## H TRANSPORT AND SHIPPING

### 1 SHIPPING

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

## 2 EXPORT AND IMPORT

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

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

### (b) Endangered and protected species

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

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

If a **lot** contains elephant ivory, or any other wildlife material that could be confused with elephant ivory (for example, mammoth ivory, walrus ivory, helmeted hornbill ivory) you may be prevented from exporting the **lot** from the US or shipping it between US States without first confirming its species

by way of a rigorous scientific test acceptable to the applicable Fish and Wildlife authorities. You will buy that **lot** at your own risk and be responsible for any scientific test or other reports required for export from the USA or between US States at your own cost. We will not be obliged to cancel your purchase and refund the **purchase price** if your **lot** may not be exported, imported or shipped between US States, or it is seized for any reason by a government authority. It is your responsibility to determine and satisfy the requirements of any applicable laws or regulations relating to interstate shipping, export or import of property containing such protected or regulated material.

### (d) Lots of Iranian origin

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

### (f) Gold

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

### (g) Watches

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

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

### I OUR LIABILITY TO YOU

(a) We give no **warranty** in relation to any statement made, or information given, by us or our representatives or employees, about any **lot** other than as set out in the **authenticity warranty** and, as far as we are allowed by law, all **warranties** and other terms which may be added to this agreement by law are excluded. The seller's **warranties** contained in paragraph E1 are their own and we do not have any liability to you in relation to those **warranties**.

(b) (i) We are not responsible to you for any reason (whether for breaking this agreement or any other matter relating to your purchase of, or bid for, any **lot**) other than in the event of fraud or fraudulent misrepresentation by us or other than as expressly set out in these conditions of sale; or

(ii) give any representation, warranty or guarantee or assume any liability of any kind in respect of any **lot** with regard to merchantability, fitness for a particular purpose, description, size, quality, condition, attribution, authenticity, rarity, importance, medium, provenance, exhibition history, literature, or historical relevance. Except as required by local law, any warranty of any kind is excluded by this paragraph.

(c) In particular, please be aware that our written and telephone bidding services, Christie's **LIVE!**, **condition** reports, currency converter and saleroom video screens are free services and we are not responsible to you for any error (human or otherwise), omission or breakdown in these services.

(d) We have no responsibility to any person other than a buyer in connection with the purchase of any **lot**.

(e) If, in spite of the terms in paragraphs I(a) to (d) or E2(i) above, we are found to be liable to you for any reason, we shall not have to pay more than the **purchase price** paid by you to us. We will not be responsible to you for any reason for loss of profits

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

## J OTHER TERMS

### 1 OUR ABILITY TO CANCEL

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

## 2 RECORDINGS

We may videotape and record proceedings at any auction. We will keep any personal information confidential, except to the extent disclosure is required by law. However, we may, through this process, use or share these recordings with another **Christie's Group** company and marketing partners to analyse our customers and to help us to tailor our services for buyers. If you do not want to be videotaped, you may make arrangements to make a telephone or written bid or bid on Christie's **LIVE!** 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 us as described in, and in line with, our privacy policy at [www.christies.com](http://www.christies.com).

## 8 WAIVER

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

## 9 LAW AND DISPUTES

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

proceedings shall be English. The arbitrator shall order the production of documents only upon a showing that such documents are relevant and material to the outcome of the Dispute. The arbitration shall be confidential, except to the extent necessary to enforce a judgment or where disclosure is required by law. The arbitration award shall be final and binding on all parties involved. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. This arbitration and any proceedings conducted hereunder shall be governed by Title 9 (Arbitration) of the United States Code and by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of June 10, 1958.

## 10 REPORTING ON WWW.CHRISTIES.COM

Details of all **lots** sold by us, including **catalogue descriptions** and prices, may be reported on [www.christies.com](http://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](http://www.christies.com).

## K GLOSSARY

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

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

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

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

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

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

**condition:** the physical condition of a **lot**.

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

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

**Heading:** has the meaning given to it in paragraph E2.

**lot:** an item to be offered at auction (or two or more items to be offered at auction as a group).

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

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

**provenance:** the ownership history of a **lot**.

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

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

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

**UPPER CASE type:** means having all capital letters.

**warranty:** a statement or representation in which the person making it guarantees that the facts set out in it are correct.

# SYMBOLS USED IN THIS CATALOGUE

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

◦

Christie's has a direct financial interest in the **lot**.

See Important Notices and Explanation of Cataloguing Practice.

◆

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

△

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

•

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

~

**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

#### △ Property Owned in part or in full by Christie's

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

#### ◦ Minimum Price Guarantees

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

#### ♦ Third Party Guarantees/Irrevocable bids

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

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

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

#### Other Arrangements

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

#### Bidding by parties with an interest

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

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

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

### FOR PICTURES, DRAWINGS, PRINTS AND MINIATURES

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

#### QUALIFIED HEADINGS

In Christie's opinion a work by the artist.

\*"Attributed to ..."

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

\*"Studio of ..."/"Workshop of ..."

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

\*"Circle of ..."

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

\*"Follower of ..."

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

\*"Manner of ..."

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

\*"After ..."

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

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

"Inscribed ..."

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

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

"With inscription ..."

In Christie's qualified opinion the signature/

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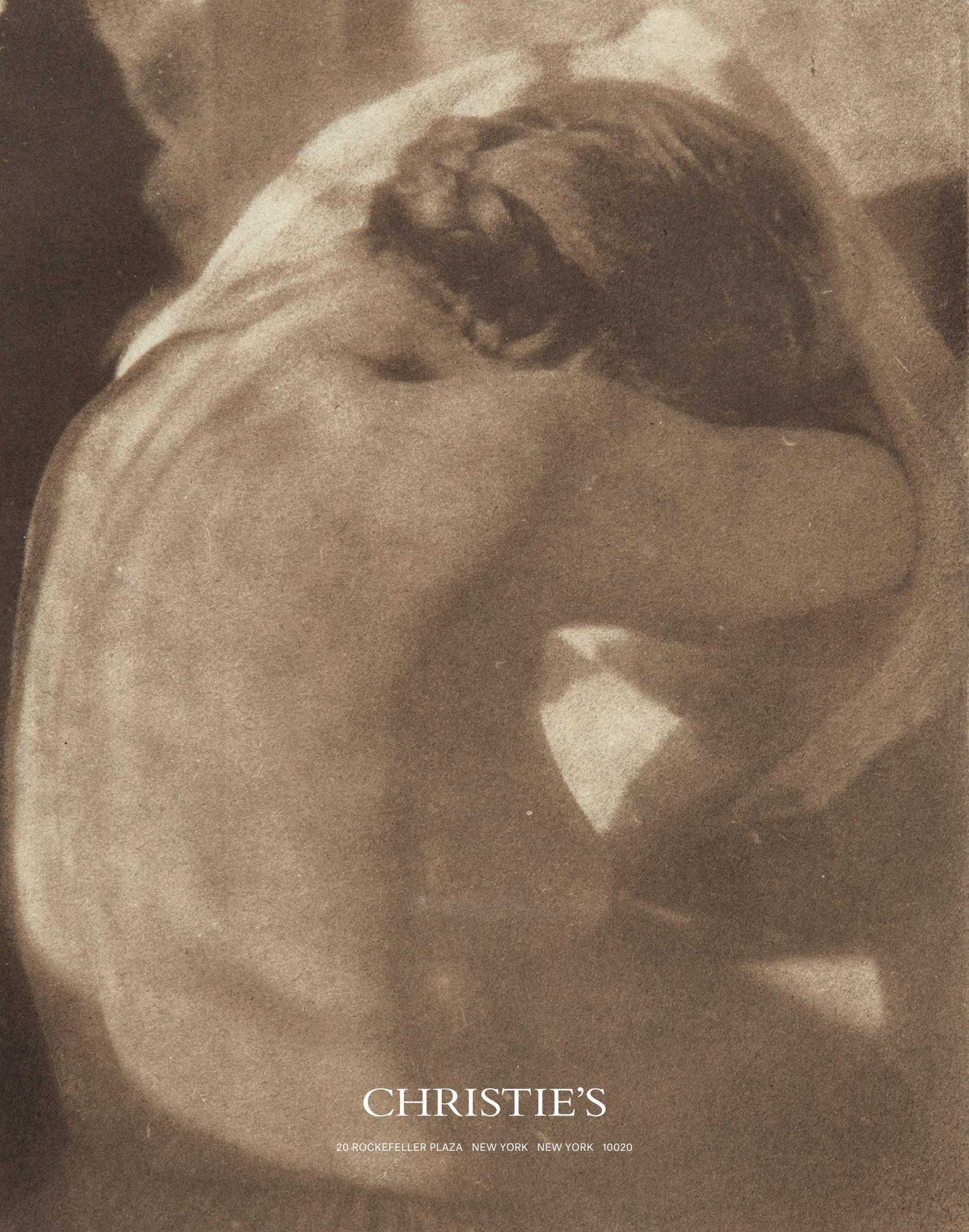
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