



# PHILLIPS

## PHOTOGRAPHS

LONDON 18 NOVEMBER 2014















# PHILLIPS

## PHOTOGRAPHS

### SALE INFORMATION

LONDON 18 NOVEMBER 2014

### AUCTION & VIEWING LOCATION

30 Berkeley Square, London W1J 6EX

### AUCTION

2pm

Photographs from The Collection of The Art Institute of Chicago Lots 1-86

To be immediately followed by Photographs Lots 87-208

### VIEWING

7 - 18 November

Monday - Saturday 10am - 6pm

Sunday 12pm - 6pm

Select lots to be on view in Paris 12 - 15 November

### SALE DESIGNATION

In sending in written bids or making enquiries please refer to this sale as UK040214 or Photographs.

### ABSENTEE AND TELEPHONE BIDS

tel +44 20 7318 4045 fax +44 20 7318 4035

bidslondon@phillips.com

### PHOTOGRAPHS DEPARTMENT

tel +44 20 7318 4092

### HEAD OF PHOTOGRAPHS, LONDON

Lou Proud

lproud@phillips.com

### SENIOR DIRECTOR AND WORLDWIDE HEAD

Vanessa Hallett

vhallett@phillips.com

### SPECIALISTS

Yuka Yamaji

yyamaji@phillips.com

Alexandra Bibby

abibby@phillips.com

### ADMINISTRATOR

Sophie Busby

sbusby@phillips.com

**Front Cover** Rodney Graham, #7 from *Welsh Oaks*, 1998, lot 206 (detail)

**Opposite** Erwin Blumenfeld, *Portraits of Manina, Paris*, 1937, lot 147 (detail)





87

**HELMUT NEWTON** 1920-2004

*Big Nude XI: Verina, Nice, 1993*

Gelatin silver print.

36 x 28 cm (14½ x 11 in.)

Signed, titled, dated, inscribed in pencil, 'Monte Carlo' copyright credit and reproduction limitation stamps on the verso.

**Estimate** £12,000-18,000 \$19,300-28,900 €15,300-22,900

**PROVENANCE**

From the sitter to the Collection of Davide Manfredi  
Private Collection, Italy  
Christie's, London, 16 May 2012, lot 94

**LITERATURE**

H. Newton, *Mes derniers nus*, exh. cat., Galerie Vallois, Paris, 1994, pl. 7





88

**HORST P. HORST** 1906-1999*Round the Clock I, New York, 1987*

Gelatin silver print, printed later.

55.9 x 44.3 cm (22 x 17½ in.)

Signature blindstamp in the margin; signed, titled and dated in pencil on the verso.

Estimate £10,000-15,000 \$16,100-24,100 €12,700-19,100

**PROVENANCE**

Private Collection, Europe

**LITERATURE***Form/ Horst*, Santa Fe, N.M.: Twin Palms, 1992, p. 46M. Kazmaier, *Horst: Sixty Years of Photography*, London: Thames & Hudson, 1995, pl. 195 there titled *Advertisement for stockings, New York**Horst: Platinum*, Jefferies Cowan, 2006, pl. 28*American Vogue*, 1 November 1987

89

**WILLIAM KLEIN** b. 1928*Smoke + Veil, Paris (Vogue), 1958*

Gelatin silver print, printed later.

45.3 x 32.2 cm (17¾ x 12½ in.)

Signed, titled and dated in pencil on the verso.

Estimate £2,500-3,500 \$4,000-5,600 €3,200-4,500 ♠

**PROVENANCE**

Peter Fetterman Gallery, Santa Monica

Sotheby's, New York, 13 April 2010, lot 195

**LITERATURE***William Klein: In & Out of Fashion*, London: Cape, 1994, cover, there titled *Evelyn Tripp, Paris*



**IRVING PENN** 1917-2009

*Chanel Embroidered Dress (Audrey Marnay), New York, March 26, 1998*

Platinum palladium print.

49.3 x 43.1 cm (19 $\frac{3}{8}$  x 16 $\frac{7}{8}$  in.)

Signed, titled, dated, numbered 10/11, initialled in ink and copyright credit (courtesy Vogue) reproduction limitation stamp on the reverse of the aluminium flush-mount.

**Estimate** £15,000-20,000 \$24,100-32,200 €19,100-25,400

**PROVENANCE**

Christie's, New York, 15 April 2010, lot 428

**LILLIAN BASSMAN** 1917-2012

*The V-Back Evenings, Suzy Parker, Dress by Trigère, New York, Harper's Bazaar, 1955*

Gelatin silver print, printed later.

43.4 x 56.5 cm (17 $\frac{1}{8}$  x 22 $\frac{1}{4}$  in.)

Signed in ink by the artist and numbered 7/25 in an unidentified hand in pencil on an artist's label affixed to the verso.

**Estimate** £3,000-4,000 \$4,800-6,400 €3,800-5,100

**PROVENANCE**

Private Collection, Europe

**LITERATURE**

*Lillian Bassman*, Boston: Bulfinch Press, 1997, pl. 51  
*Harper's Bazaar*, July 1955







92

**IRVING PENN** 1917-2009

*Audrey Hepburn, Paris, 1951*

Gelatin silver print.

34.9 x 34 cm (13<sup>3</sup>/<sub>4</sub> x 13<sup>3</sup>/<sub>8</sub> in).

Signed, titled, dated in ink, Condé Nast copyright credit reproduction limitation, credit and edition stamps on the verso. One from an edition of 6.

Estimate £40,000-50,000 \$64,300-80,400 €50,900-63,600

**PROVENANCE**

Acquired directly from the artist

Private Collection, USA

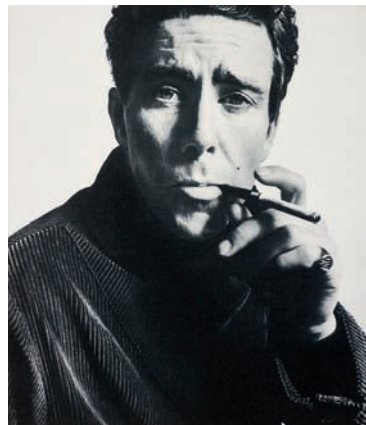
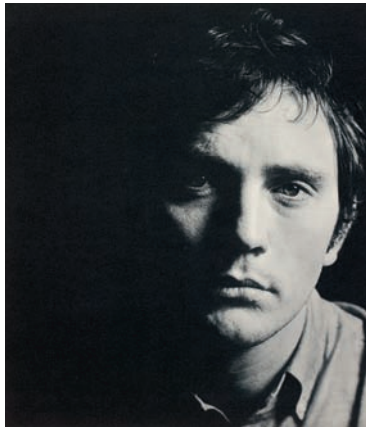
Phillips de Pury & Company, London, 20 May 2010, lot 32

**LITERATURE**

I. Penn, *Moments Preserved: Eight Essays in Photographs and Words*, New York: Simon & Schuster, 1960, p. 156

*Vogue*, November 1951





93

**DAVID BAILEY** b. 1938

*Box of Pin-Ups*

London: Weidenfeld and Nicolson, 1965. Thirty-six half-tone prints. Each approximately 36.7 x 31.8 cm (14½ x 12½ in.) or the reverse. Biographical details of each sitter printed on the reverse of each print. Contained in the original card box with two sheets of brown corrugated card each stamped 'Packing Piece/To be Thrown Away.'

**Estimate** £5,000-7,000 \$8,000-11,300 €6,400-8,900 ♠

**PROVENANCE**

Private Collection, UK

**LITERATURE**

M. Harrison, *David Bailey: archive one, 1957-1969*, London: Thames & Hudson, 1999, pp. 157, 169, 175, 177, 179, 181  
D. Bailey, *Bailey's Stardust*, London: National Portrait Gallery, 2014, pp. 191-197





94

**RICHARD AVEDON** 1923-2004

*Penelope Tree, Mask by Ungaro, Paris studio, January, 1968*

Gelatin silver print, printed 1981.

52.1 x 49.4 cm (20½ x 19½ in.)

Signed, numbered 7/50 in ink, copyright credit reproduction limitation, title, date and edition stamps on the reverse of the linen flush-mount.

**Estimate** £10,000-15,000 \$16,100-24,100 €12,700-19,100 †

**PROVENANCE**

Hamiltons Gallery, London

**LITERATURE**

*Richard Avedon: Evidence, 1944-1994*, New York: Random House, 1994, p. 150

*Richard Avedon: Woman in the Mirror*, New York: Abrams, 2005, pp. 154-155

*Avedon Fashion: 1944-2000*, New York: ICP/ Abrams, 2009, p. 246



95



96



95

**TYLER SHIELDS** b. 1982

*Kodak*, 2011

Digital chromogenic print, flush-mounted.

152.4 x 101.8 cm (60 x 40½ in.)

Initialed by the artist, titled, dated and numbered 1/3 in an unidentified hand, all in ink on a gallery label accompanying the work.

**Estimate** £8,000-12,000 \$12,900-19,300 €10,200-15,300

**PROVENANCE**

Imitate Modern, London

96

**STEVEN KLEIN** b. 1965

*Case Study #13 Image No. 32*, 2005

Gelatin silver print, in the artist's frame.

84.3 x 103.5 cm (33¼ x 40¾ in.)

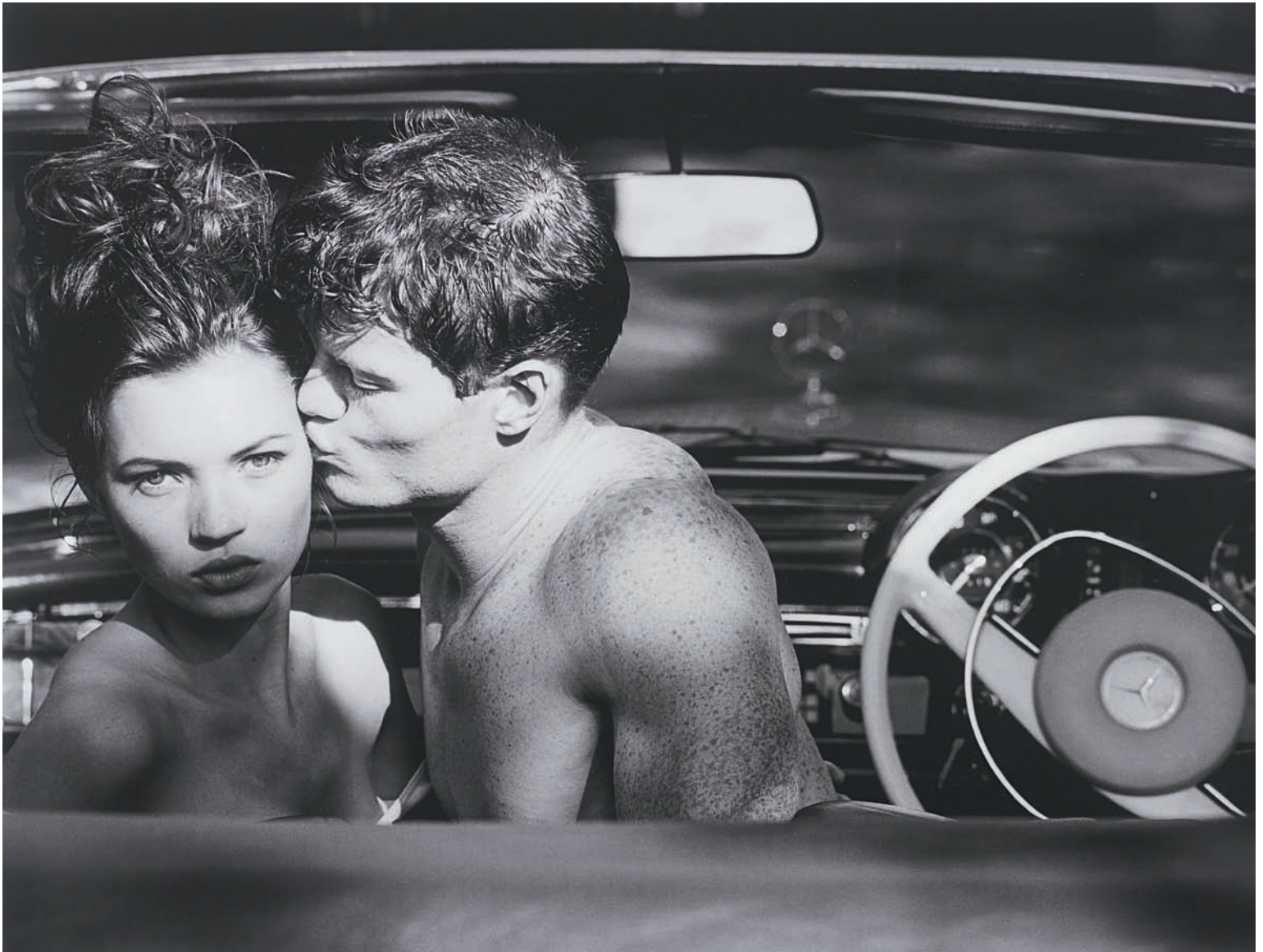
Numbered 2/5 in an unidentified hand in ink on the reverse of the flush-mount.

**Estimate** £10,000-15,000 \$16,100-24,100 €12,700-19,100 ±

**PROVENANCE**

Gagosian Gallery, New York





97

**TONY MCGEE** b. 1954

*Kate Moss, London, 6th June, 1989*

Archival pigment print, printed later.

58.8 x 77 cm (23 1/8 x 30 3/8 in.)

Signed and annotated 'AP' in ink in the margin. One from an edition of 5 plus artist's proofs.

**Estimate** £5,000-7,000 \$8,000-11,300 €6,400-8,900 †

'Kate was fantastic. Her concentration was extraordinary, you can see in her eyes how determined she was.....although she was shy, she was confident in front of the camera,' recalls the charismatic creator of this image, fashion photographer Tony McGee, when speaking about that seminal day in 1989 when he first met the teenage model.

Officially McGee was commissioned to shoot a photo story with Italian boxer, Luke Massey for Italian Men's *Vogue*. At the last minute, Storm model agency contacted him and asked if he would see their young signing - the 15 year old Kate Moss. She appeared waif-like and floated in amongst the photographer's 1969 white Mercedes convertible (formally owned by the artist David Hockney) and the visceral young boxer. The fact that McGee and Kate both grew up in South London, helped the meeting to run smoothly, the chemistry flowed and they struck up a rapport. He remembers that she seemed so different from the other super models, she still had the charm of youth. Kate sat in the front seat of the beautiful machine with Massey and the seemingly effortless shots were born. When viewing this classic image, the magic produced by a fateful accidental meeting is absolutely evident.

Until recently the roll of film lay undeveloped in the back of a wardrobe.





98

**IRVING PENN** 1917-2009*Lily: Melridge, New York, 1971*

Pigment print, printed 2007.

43.2 x 53.5 cm (17 x 21 $\frac{1}{16}$  in.)

Signed, titled, dated, initialled in ink, copyright credit (courtesy Vogue) reproduction limitation, credit and edition stamps on the reverse of the flush-mount. One from an edition of 5.

**Estimate** £15,000-20,000 \$24,100-32,200 €19,100-25,400

**PROVENANCE**

Bloomsbury Auctions, London, 10 November, 2009, lot 222

99

**TERRY O'NEILL** b. 1938*Brigitte Bardot, Spain, 1971*

Gelatin silver print, printed later.

90.8 x 69.4 cm (35 $\frac{3}{4}$  x 27 $\frac{3}{8}$  in.)

Signed and numbered 16/50 in ink in the margin.

**Estimate** £6,000-8,000 \$9,600-12,900 €7,600-10,200 ♠

**PROVENANCE**

Private Collection, London

**LITERATURE**

*Celebrity: The Photographs of Terry O'Neill*, London: Little, Brown, 2003, p. 29

*Terry O'Neill: The A-Z of Fame*, Woodbridge: ACC Editions, 2013, cover









100

**IRVING PENN** 1917-2009

*Cigarette No. 85, New York, 1972*

Platinum palladium print, printed 1975.

46 x 58.5 cm (18½ x 23 in.)

Signed, dated, numbered 34/42, initialled, annotated 'C 189', 'Neg No. 85' in pencil and copyright credit reproduction limitation stamp on the reverse of the aluminium flush-mount.

**Estimate** £15,000-20,000 \$24,100-32,200 €19,100-25,400

**PROVENANCE**

Sotheby's, London, 13 May 2008, lot 108

**LITERATURE**

I. Penn, *Passage: A Work Record*, New York: Knopf, 1991, p. 206

I. Penn, *Still Life*, Boston: Bulfinch Press, 2001, n.p.





101

**IRVING PENN** 1917-2009

*The Hand of Miles Davis (C), New York, 1986*

Selenium toned gelatin silver print, printed 1992.

47.8 x 47.8 cm (18 7/8 x 18 7/8 in.)

Signed, titled, dated, initialled in ink, copyright credit reproduction limitation, credit and edition stamps on the reverse of the mount. One from an edition of 15.

**Estimate** £45,000-55,000 \$72,400-88,400 €57,200-69,900

**PROVENANCE**

Hamiltons Gallery, London

**LITERATURE**

*Irving Penn: Collection Privée*, Fribourg: Musée d'art et d'histoire;

Wabern-Bern: Bentelli, 1994, p. 103 pl. 76

*Irving Penn, Photographs: A Donation in Memory of Lisa Fonssagrives-Penn*, Stockholm: Moderna Museet/ Raster Förlag, 1996, pp. 187, 263

'...when I opened the front door. I was frozen by three giant photos of open hands of the great Miles Davis at the entrance, blown up tenfold against a white wall. Penn was known to capture the essence of who or what he shot, to simplify the subject down to the truth. There was the truth about Miles, right at the front door, right in front of me.

Miles had opened wide his palm for Penn. This was the hand that made the music we all fell in love with as Miles sounded like no other. Penn's had shot the tragedy. Miles heart line was riddled with islands, tragedy after tragedy. I knew him well and if you, like me believe in your palm telling your life story, it was there open wide at the door. There was more proof in Penn's photo of Miles tragedy as I never knew a man who got it so wrong. After his first marriage to his beloved wife, Frances, Miles romantically went down the tubes. The tragedy of his heart made his music sweeter.'

(V. Tiel, 'My recent visit to the Irving Penn exhibit', 'Assignment', *The Huffington Post*, 15 October 2013)



102

**HORST P. HORST** 1906-1999

*Bombay Bathing Fashion, Oyster Bay, NY, 1950*

Platinum palladium print, printed later.

37.5 x 48 cm (14¾ x 18⅞ in.)

Signed by the artist, titled, dated and numbered 16/25 in an unidentified hand, all in pencil on the verso.

**Estimate** £15,000-20,000 \$24,100-32,200 €19,100-25,400

**PROVENANCE**

Howard Greenberg Gallery, New York

**LITERATURE**

V. Lawford, *Horst: His Work and his World*, Harmondsworth: Viking, 1984, p. 242

*Horst Photographs 1931-1968*, Milan: Idea Books, 1985, n.p.

M. Kazmaier, *Horst: Sixty Years of Photography*, London: Thames & Hudson, 1995, pl. 109

104

**HORST P. HORST** 1906-1999

*'Trompe l'oeil', still life with hat, Paris, 1938*

Platinum palladium print, printed in 1998 by Sal Lopes.

45.8 x 33.3 cm (18 x 13⅛ in.)

Signature blindstamp in the margin; signed by the artist, titled, dated, annotated 'AP' in an unidentified hand, all in pencil on the verso. One from an edition of 10 plus artist's proofs.

**Estimate** £12,000-18,000 \$19,300-28,900 €15,300-22,900 ±

**PROVENANCE**

Private Collection, Paris

**LITERATURE**

M. Kazmaier, *Horst: Sixty Years of Photography*, London: Thames & Hudson, 1995, pl. 33

S. Brown, ed., *Horst: Photographer of Style*, London: V&A Publishing, 2014, pl. 10

*American Vogue*, 15 March 1938

103

**HORST P. HORST** 1906-1999

*'I love you' - Lisa Fonssagrives with hat by Balenciaga and gloves by Boucheron, Paris, 1938*

Platinum palladium print, printed in 1998 by Sal Lopes.

48.2 x 36.6 cm (18⅞ x 14⅜ in.)

Signature blindstamp in the margin; signed by the artist, titled, dated, annotated 'AP' in an unidentified hand, all in pencil on the verso. One from an edition of 25 plus artist's proofs.

**Estimate** £12,000-18,000 \$19,300-28,900 €15,300-22,900 ±

**PROVENANCE**

Private Collection, Paris

**LITERATURE**

M. Kazmaier, *Horst: Sixty Years of Photography*, London: Thames & Hudson, 1995, pl. 13

S. Brown, ed., *Horst: Photographer of Style*, London: V&A Publishing, 2014, pl. 64

*American Vogue*, 1 August 1938

105

**HORST P. HORST** 1906-1999

*Lisa with Harp, Paris, 1939*

Gelatin silver print, printed later.

30.5 x 22.5 cm (12 x 8⅞ in.)

Signature blindstamp in the margin; signed by the artist, titled, dated in an unidentified hand, all in pencil on the verso.

**Estimate** £6,000-8,000 \$9,600-12,900 €7,600-10,200

**PROVENANCE**

Private Collection, Europe

**LITERATURE**

*Horst: Photographs of a Decade*, New York: J. J. Augustin, 1944, p. 87

M. Kazmaier, *Horst: Sixty Years of Photography*, London: Thames & Hudson, 1991, pl. 30

*Vogue*, 15 May 1941

“Your photographs are sheer genius and delight my soul...  
each one is perfect by itself.”

MAIN ROUSSEAU BOCHER



102



103



104



105







## Δ 106

PHOTOGRAPHS FROM THE COLLECTION OF LISA LYON

**ROBERT MAPPLETHORPE** 1946-1989

*Lisa Lyon*, 1982

Gelatin silver print.

38.7 x 38.7 cm (15¼ x 15¼ in.)

Signed, dated, numbered AP 1/2 in ink in the margin; dated in ink and copyright credit reproduction limitation stamp on the reverse of the flush-mount. One from an edition of 10 plus 2 artist's proofs.

**Estimate** £2,500-3,000 \$4,000-4,800 €3,200-3,800 ₺

**PROVENANCE**

Acquired directly from the artist

**LITERATURE**

R. Mapplethorpe, *Lady: Lisa Lyon*, New York: St. Martin's Press, 1983, p. 29

107



## Δ 107

PHOTOGRAPHS FROM THE COLLECTION OF LISA LYON

**ROBERT MAPPLETHORPE** 1946-1989

*Lisa Lyon*, 1982

Gelatin silver print.

38.6 x 48.6 cm (15¼ x 19½ in.)

Signed, dated in ink and copyright credit reproduction limitation stamp on the reverse of the flush-mount. Number AP 1 from an edition of 10 plus 2 artist's proofs.

**Estimate** £2,500-3,000 \$4,000-4,800 €3,200-3,800 ₺

**PROVENANCE**

Acquired directly from the artist

**LITERATURE**

R. Mapplethorpe, *Lady: Lisa Lyon*, New York: St. Martin's Press, 1991, pp. 32-33

108



## Δ 108

PHOTOGRAPHS FROM THE COLLECTION OF LISA LYON

**ROBERT MAPPLETHORPE** 1946-1989

*Lisa Lyon*, 1982

Gelatin silver print.

48.6 x 38.7 cm (19½ x 15¼ in.)

Signed, dated, numbered AP 1/2 in ink and copyright credit reproduction limitation stamp on the reverse of the flush-mount. One from an edition of 10 plus 2 artist's proofs.

**Estimate** £2,500-3,500 \$4,000-5,600 €3,200-4,500 ₺

**PROVENANCE**

Acquired directly from the artist

**LITERATURE**

R. Mapplethorpe, *Lady: Lisa Lyon*, New York: St. Martin's Press, 1983, p. 97





109

**HERB RITTS** 1952-2002

*Splash, Hollywood, 1989*

Gelatin silver print.

46.8 x 37.3 cm (18 $\frac{3}{8}$  x 14 $\frac{5}{8}$  in.)

Copyright credit blindstamp in the margin; signed, titled, dated and numbered 8/25 in pencil on the verso.

**Estimate** £3,000-4,000 \$4,800-6,400 €3,800-5,100

**PROVENANCE**

Private Collection, Europe

**LITERATURE**

*Herb Ritts: Work*, Boston: Little, Brown, 1996, n.p.





110

**TERRY O'NEILL** b. 1938*Raquel Welch, 'One Million Years B.C.', 1966*

Lambda print, flush-mounted, printed later.

112.2 x 111.8 cm (44½ x 44 in.)

Signed and numbered 8/50 in ink in the margin.

**Estimate** £6,000-8,000 \$9,600-12,900 €7,600-10,200 ♠**PROVENANCE**

Acquired directly from the artist

**LITERATURE***Celebrity: The Photographs of Terry O'Neill*, London: Little, Brown, 2003, pp. 12, 107*Sunday Times Magazine*, 27 September 1998, cover

111

**DAVID LACHAPELLE** b. 1963*Jesus is my Homeboy: Foot Wash*, 2003

Chromogenic print, Diasac mounted.

38.6 x 59.3 cm (15¼ x 23¾ in.)

Signed in ink, printed title, date and number 2/10 on an artist's label affixed to the reverse of the flush-mount.

**Estimate** £8,000-12,000 \$12,900-19,300 €10,200-15,300**PROVENANCE**

Private Collection, Europe

**LITERATURE***David LaChapelle: Heaven to Hell*, Cologne: Taschen, 2006, pp. 334-335*David LaChapelle*, Florence: Giunti, 2007, pl. 27 there titled *Anointing*





112

**DAVID LACHAPELLE** b. 1963

*When the World is Through* from *The House at the End of the World*, 2005

Digital chromogenic print, flush-mounted.

67.7 x 101.5 cm (26 $\frac{5}{8}$  x 39 $\frac{7}{8}$  in.)

Signed in ink, printed title, date and number 7/7 on an artist's label accompanying the work.

**Estimate** £10,000-15,000 \$16,100-24,100 €12,700-19,100

**PROVENANCE**

Private Collection, Europe

**LITERATURE**

*David LaChapelle*, Florence: Giunti, 2007, pl. 110





113

**DAVID LACHAPELLE** b. 1963

*Deluge*, 2006

Two digital chromogenic prints, each Diasec mounted.

Each 126.3 x 243.4 cm (49¾ x 95⅞ in.)

Overall 126.3 x 486.8 cm (49¾ x 191⅞ in.)

Signed in ink, printed title, date and number 2/6 on an artist's label affixed to the reverse of one flush-mount. One from an edition of 6 plus 3 artist's proofs.

**Estimate** £30,000-40,000 \$48,200-64,300 €38,100-50,900

**PROVENANCE**

Jablonka Galerie, Cologne  
Private Collection, Europe

**LITERATURE**

*David LaChapelle*, Florence: Giunti, 2007, pp. 12-13 (detail), p. 106 (detail), pl. 1





“For me, *Deluge* is about the craziness of being faced with danger, with imminent death, when every material thing is taken away. You have to find some sort of enlightenment when everything you value suddenly becomes worthless. Michelangelo’s *Deluge* in the Sistine Chapel shows humanity at its best, people helping each other.”

(David LaChapelle, interview by Mary Barone, *Artnet Magazine*)

Inspired by his experience of living through three months of rain in Maui, David LaChapelle’s *Deluge* series ended his hiatus from photography and, as the first work that he had produced for a gallery in over twenty years,

marks a pivotal moment in his career. Mirroring the sense of renewal and rebirth that came at this time in his life, this particular work from the series is a contemporary take on the biblical story of the flood, illustrating the consequences of modern society’s desires and decadence. Throughout his career, LaChapelle has explored such themes of excess – the glamour, the sex, the endless quest for perfection that embodies pop culture. Here, he depicts a society grasping for survival amidst the detritus of consumerism: a modern day allegory executed through the high-octane, elaborate sets and glorious too-muchness for which he is renowned.





114

**ANDRES SERRANO** b. 1950

*Gold Christ*, 1986

Dye destruction print, face-mounted to Plexiglas, in the artist's frame.

152.5 x 101.5 cm (60 x 39 $\frac{7}{8}$  in.)

Signed, titled and numbered 2/4 in pencil on the verso.

**Estimate** £10,000-15,000 \$16,100-24,100 €12,700-19,100

**PROVENANCE**

André Simoens Gallery, Knokke





115

**ANDRES SERRANO** b. 1950

*Red River #6*, 1989

Dye destruction print, face-mounted to Plexiglas, in the artist's frame.

152.6 x 101.3 cm (60 $\frac{1}{8}$  x 39 $\frac{7}{8}$  in.)

Signed, titled and numbered 1/4 in pencil on the verso.

**Estimate** £8,000-10,000 \$12,900-16,100 €10,200-12,700

**PROVENANCE**

Stux Gallery, New York

Christie's, New York, Contemporary Art, 20 May 1999, lot 261



116

**PHILIP-LORCA DICORCIA** b. 1951

*W*, March 2000, #10, 2000

Chromogenic print.

122 x 150.3 cm (48 x 59½ in.)

Signed in ink, printed title, date and number 11/15 on a gallery label affixed to the reverse of the flush-mount.

**Estimate** £18,000-22,000 \$28,900-35,400 €22,900-28,000

**PROVENANCE**

Galerie Almine Rech, Paris

Galerie Reflex, Amsterdam

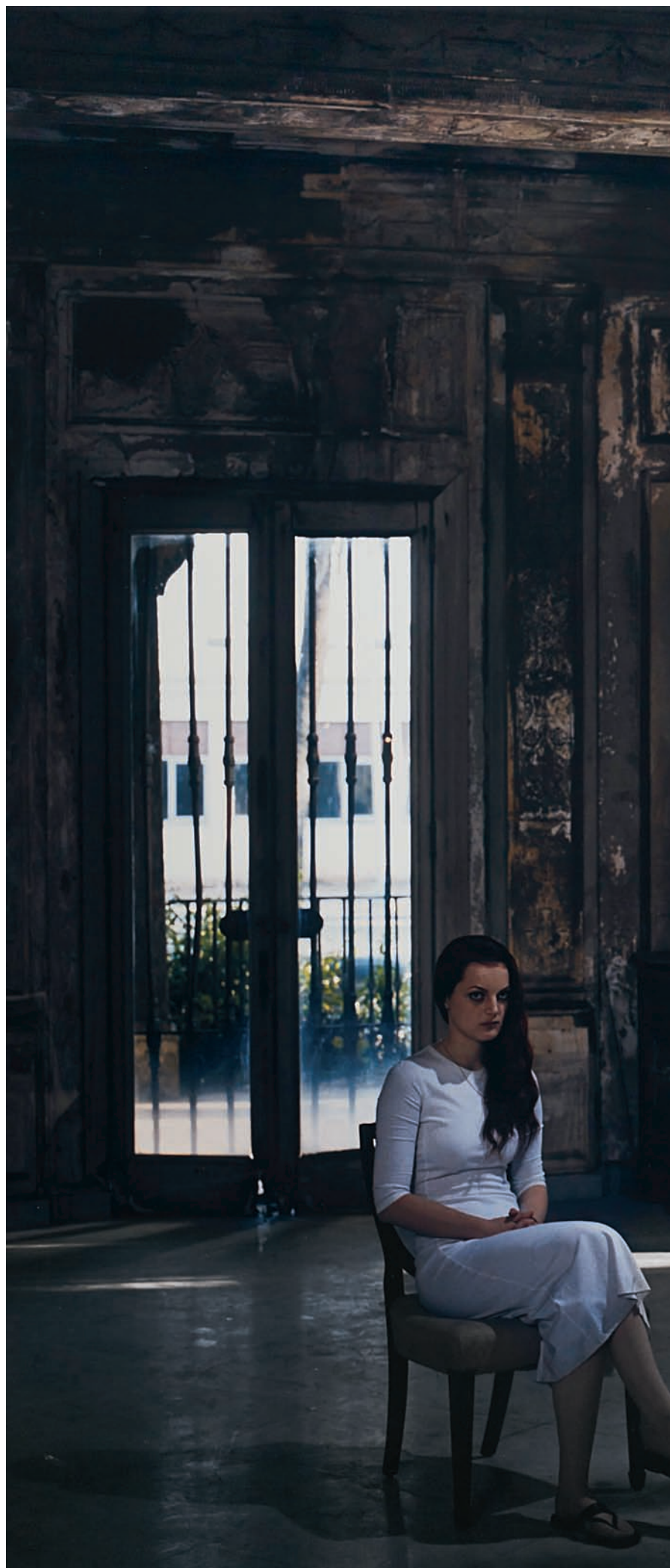
**LITERATURE**

*Philip-Lorca diCorcia: Eleven, W Stories 1997-2008*, Bologna:

Freedman Damiani, 2011, n.p.

S. Kismaric, E. Respini, *Fashioning Fiction in Photography since 1990*, New York: Museum of Modern Art, 2004, p. 46

*W*, March 2000











The images in lots 117 and 118 were produced by Alfred Eisenstaedt and Irving Penn during their time as part of the Famous Photographers School, founded in 1961. The school which counted ten photographic greats of the time (Richard Avedon, Philippe Halsman and Bert Stern among them) as its conveyers of the trade, was created to help its students achieve the standard and quality of photographs that its mentors produced continuously. Each photographer bought his own individual skills to the task whether they were more familiar with commercial or editorial photography or perhaps specifically known for a particular genre such as still-life or portraiture. What is incredibly interesting and fascinating about these works is the unique chance to have an exclusive insight in to the way these bastions of the medium operated; how exactly they viewed through the camera lens and how the sequential frame inevitably amounts to so much. From these surviving, carefully composed lessons prepared for their students, we are gifted an opportunity to understand visually, step by step, how craftsmen like Eisenstaedt and Penn came to deliver such exquisite works that people have enjoyed for decades ever since.

PHOTOGRAPHS FROM THE FAMOUS PHOTOGRAPHERS SCHOOL ARCHIVE

## 117

**IRVING PENN** 1917-2009

*Still life*, 1961-1964

Two gelatin silver prints, printed no later than 1964.

(i) 19.7 x 19.6 cm (7¾ x 7¾ in.)

(ii) 25.4 x 20 cm (10 x 7⅞ in.)

Annotated 'Possible ingredients of picture laid out before beginning work', 'Final composition', respectively, in ink on the mounts; credit and Famous Photographers School lesson stamps with annotation in an unidentified hand in pencil on the reverse of each mount.

**Estimate** £5,000-7,000 \$8,000-11,300 €6,400-8,900 ±

### PROVENANCE

Acquired directly from the artist  
The Famous Photographers School  
The FPS Archives

### LITERATURE

*Famous Photographers Course, Vol. II*, Westport: Famous Photographers School, 1964, p. 10





PHOTOGRAPHS FROM THE FAMOUS PHOTOGRAPHERS SCHOOL ARCHIVE

118

**ALFRED EISENSTAEDT** 1898-1995

*Selected Puppet Theatre, Paris Images, 1963*

Six gelatin silver prints.

Each approximately 16.1 x 24 cm (6 1/8 x 9 1/2 in.) or the reverse.

One annotated 'F.P.S. Brochure 101-066' in an unidentified hand in ink in the margin; four with 'Credit A. Eisenstadt, 8/25/1963' [sic] and one with 'LIFE Photo by Alfred Eisenstaedt' stamps on the verso.

**Estimate** £10,000-15,000 \$16,100-24,100 €12,700-19,100 ± ♠

**PROVENANCE**

Acquired directly from the artist  
The Famous Photographers School  
The FPS Archives

**LITERATURE**

*Famous Photographers Course, Vol. II*, Westport: Famous Photographers School, 1964, p. 24

*Eisenstaedt on Eisenstaedt: A Self-Portrait*, New York: Abbeville Press, 1985, p. 105

*Eisenstaedt: Remembrances*, Boston, Toronto, London: Bulfinch Press, 1990, pp. 114-115 there titled *Children watching the story of "Saint George and the Dragon"*, at the puppet theatre in the Tuileries, Paris, 1963  
J. Loengard, *LIFE Faces*, London: Thames & Hudson, 1997, pp. 12-13



119



120



119

**DON MCCULLIN** b. 1935

*The Somerset Levels, Winter, 1996*

Gelatin silver print.

36.5 x 50 cm (14 $\frac{3}{8}$  x 19 $\frac{5}{8}$  in.)

Signed, titled and annotated 'Printed by me' in pencil on the verso.

**Estimate** £2,000-3,000 \$3,200-4,800 €2,500-3,800 ♠ †

**PROVENANCE**

Hamiltans Gallery, London

120

**MANUEL ÁLVAREZ BRAVO** 1902-2002

*Obrero en Huelga, Asesinado (Striking Worker, Assassinated), 1934*

Gelatin silver print, printed circa 1970s.

19.1 x 24.5 cm (7 $\frac{1}{2}$  x 9 $\frac{5}{8}$  in.)

Signed in pencil on the verso.

**Estimate** £2,500-3,000 \$4,000-4,800 €3,200-3,800 ‡

**PROVENANCE**

With Lunn Gallery, Washington D.C.

Private Collection

Christie's, New York, 12 October 2005, lot 46

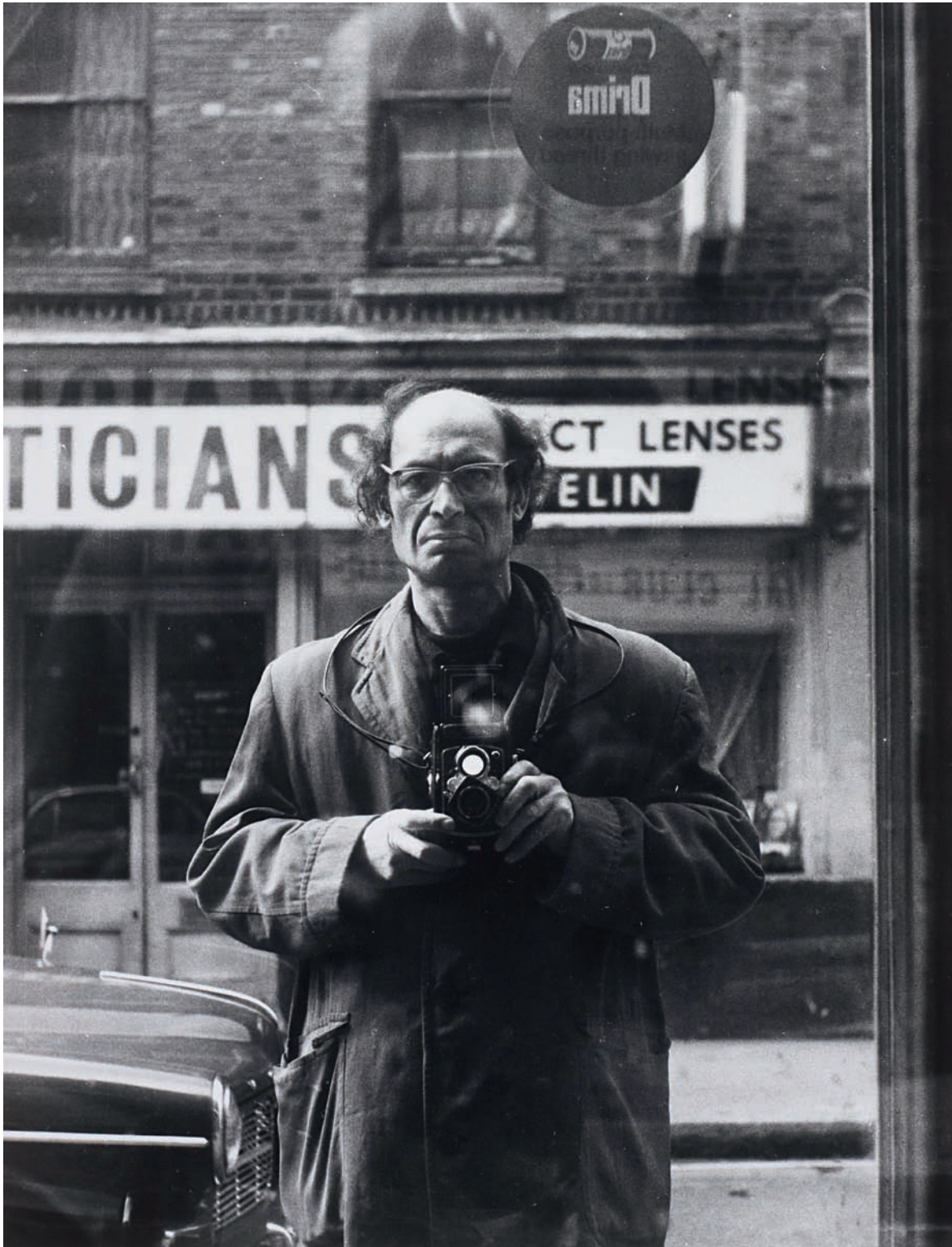
**LITERATURE**

F. Kaufman, *Manuel Álvarez Bravo: Photographs and Memories*, New York: Aperture, 1997, p. 10

*Manuel Álvarez Bravo: Photopoetry*, London: Thames & Hudson, 2008, p. 121

*Manuel Álvarez Bravo: 100 Years, 100 Days*, Turner Publicaciones, pl. 43





121

**HARRY DIAMOND** 1924-2009

*Selected Images, 1970s*

Three gelatin silver prints.

Varying sizes from 29.5 x 19.6 cm (11½ x 7¾ in.) to

29.5 x 22.7 cm (11½ x 8⅞ in.)

Each with copyright credit stamp on the verso.

**Estimate** £2,000-3,000 \$3,200-4,800 €2,500-3,800 ♠

**PROVENANCE**

Acquired directly from the artist

Titles include: *Self-Portrait*, 1973; *John Deakin*, 1971; *Street scene, East End of London*, 1970s





122

**HENRI CARTIER-BRESSON** 1908-2004

*Siphnos, Greece, 1961*

Gelatin silver print, printed 1970s.

24.3 x 36.5 cm (9 $\frac{5}{8}$  x 14 $\frac{3}{8}$  in.)

Signed in ink in the margin.

**Estimate** £10,000-15,000 \$16,100-24,100 €12,700-19,100 ♠ +

**PROVENANCE**

Acquired directly from the artist

**LITERATURE**

*Henri Cartier-Bresson: Europeans*, London: Thames & Hudson, 1998, p. 115

P. Galassi et al., *Henri Cartier-Bresson: The Man, the Image and the World*, London: Thames & Hudson, 2003, p. 235 pl. 344

P. Galassi, *Henri Cartier-Bresson: The Modern Century*, New York: Museum of Modern Art, 2010, pl. 63



123

**EVE ARNOLD** 1912-2012*Marilyn Monroe and Eli Wallach on the set of 'The Misfits', Nevada, 1960*

Gelatin silver print, printed later.

29.3 x 19.1 cm (11½ x 7½ in.)

Signed, dated '1988' and inscribed in pencil on the verso.

Estimate £2,000-3,000 \$3,200-4,800 €2,500-3,800

**PROVENANCE**

Acquired directly from the artist

**LITERATURE**E. Arnold, *Marilyn Monroe: An Appreciation*, London: Hamilton, 1987, p. 107

123



124

**ELLIOTT ERWITT** b. 1928*California, 1955*

Gelatin silver print, flush-mounted, printed later.

61.2 x 91.3 cm (24½ x 35¾ in.)

Signed in ink in the margin.

Estimate £5,000-7,000 \$8,000-11,300 €6,400-8,900

**PROVENANCE**

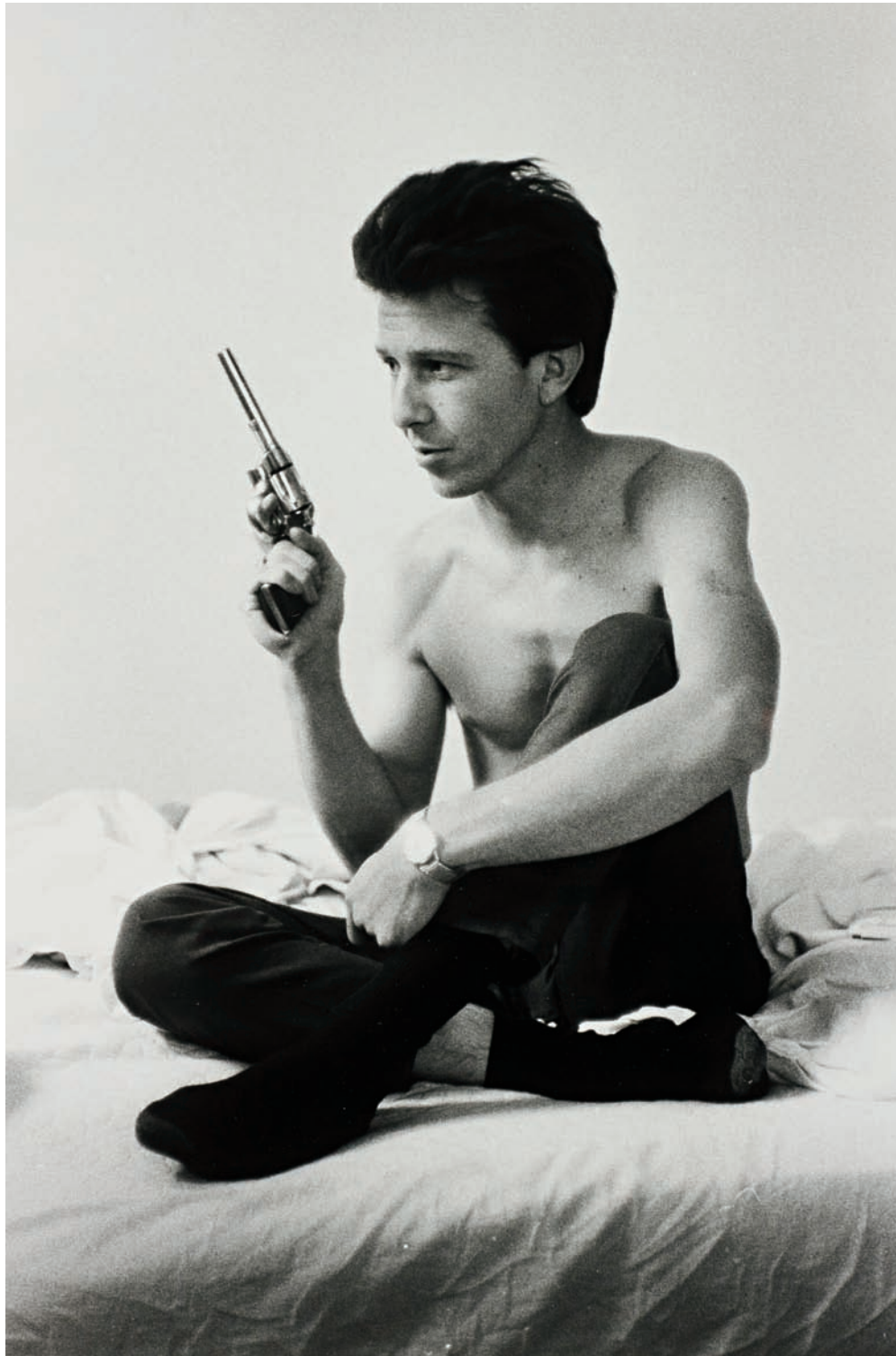
Private Collection, Europe

**LITERATURE**Elliott Erwitt: *Snaps*, London: Phaidon, 2001, pp. 502-503Elliott Erwitt: *Personal Best*, teNeues, 2009, pl. 434

124







125

**LARRY CLARK** b. 1943

*Dead 1970 (Billy Mann) from Tulsa, 1968*

Gelatin silver print.

31.8 x 21.2 cm (12½ x 8⅜ in.)

Signed in pencil on the verso.

**Estimate** £3,000-5,000 \$4,800-8,000 €3,800-6,400

**PROVENANCE**

Private Collection, Switzerland

**LITERATURE**

L. Clark, *Tulsa*, New York: Grove Press, 2000, cover and n.p.





126

**ROBERT MAPPLETHORPE** 1946-1989

*Self-Portrait*, 1983

Gelatin silver print.

38.6 x 38.6 cm (15¼ x 15¼ in.)

Signed, dated by Michael Ward Stout, Executor, titled, dated, numbered 9/10 in an unidentified hand, all in ink, Estate and Robert Mapplethorpe copyright credit reproduction limitation and signature stamps on the reverse of the flush-mount.

**Estimate** £30,000-40,000 \$48,200-64,300 €38,100-50,900

**PROVENANCE**

Timothy Taylor Gallery, London  
Private Collection, Madrid

**LITERATURE**

*Robert Mapplethorpe*, Edinburgh: National Galleries of Scotland, 2006, pl. 52  
M. Holborn, D. Levas, eds., *Mapplethorpe*, Kempen: teNeues, 2007, p. 127

“‘Magic’ was a frequent term in Mapplethorpe’s discourse, and we have no better word for stating what makes his photographs so remarkable.”

ARTHUR C. DANTO



**PETER BEARD** b. 1938

*Francis Bacon on his roof at 80 Narrow Street, London, March, 1972*

Platinum print with affixed gelatin silver prints, printed later.

95.2 x 139.5 cm (37½ x 54¾ in.)

Signed, titled, dated and annotated in pencil in the margin. AP from an edition of 9 plus artists proofs.

**Estimate** £70,000-90,000 \$113,000-145,000 €89,000-114,000 ±

**PROVENANCE**

The Time is Always Now Gallery, New York

**LITERATURE**

*Peter Beard*, Cologne: Taschen, 2008, pl. 239 for a variant

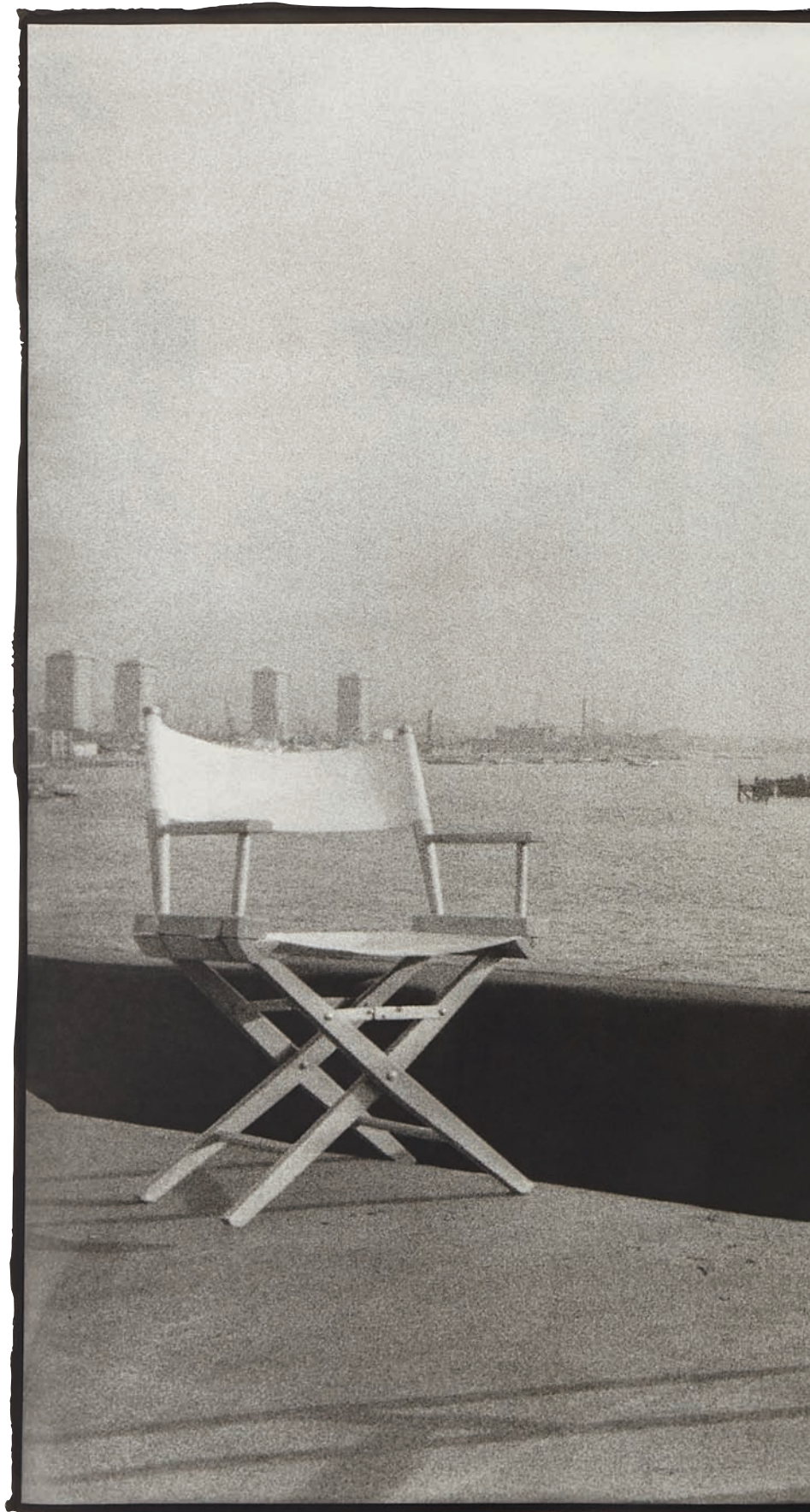
Francis Bacon first met the American wildlife photographer and writer, Peter Beard at the Clermont Club in London in 1965. The occasion was the launch of Beard's book on the destruction of African wildlife, *The End of the Game*. They became friends – perhaps attracted and fascinated one with the other. Their outrageous and viscous outpourings against humankind had a deep commonality – Beard maintaining the stance that humans were by far the worst beast and Bacon portraying the brutality and basic animal instinct of humans; seeing them as predators and painting them as though they are slabs of meat.

Both Beard and Bacon have become almost legends beyond their own beings, their distinct personalities transcending the carnivorous art they produced. When Beard has been asked in the past about his friendship with Bacon he has re-counted a myriad of occasions when 'Fran' spewed out his vitriol and irritation with the mundane and ordinary people which definitely supports Bacon's documented view that '99 percent of people weren't activated'. Beard himself is also known to be vocal and outspoken in the name of his ecological beliefs and obsession with preserving indigenous imperilled species; 'Yeah, mankind is doomed, I often talked to Fran about population dynamics, about how we were going the way of the elephants.'

Beard's images of African wildlife deeply impressed Bacon who particularly admired his aerial photographs of dead elephants. The photographer's documentation of the slaughter of elephants and rhinos are stunningly moving and sad epitaphs to a fading world and some might say including Beard, a prediction of our own human fate.

The way Bacon painted seemed evocative of Africa to Beard, the primitive and primordial nature of the paintings cannot be denied by anyone standing in front of a huge glutinous canvas by Bacon, 'All that bleeding meat, and the dry grass: he's the greatest painter of grass, and it's African grass, not a wet English lawn.' Beard apparently commented about Bacon's painting. In his own work Beard is not squeamish either, the use of elephant blood, animal excrement, feathers and discarded skin are all necessary symbols with which he creates a powerful syntax. In works of both artists their images emerge from an abattoir of sorts and a background of paint supplemented by various materials.

During their friendship Francis Bacon painted nine major portraits of Peter Beard.











128

**ROBERT FRANK** b. 1924

*Ben James, Welsh Miner, 1953*

Gelatin silver print.

33 x 21.4 cm (12 $\frac{7}{8}$  x 8 $\frac{3}{8}$  in.)

Signed in ink on the verso.

**Estimate** £12,000-18,000 \$19,300-28,900 €15,300-22,900 ±

**PROVENANCE**

Private Collection, USA

**EXHIBITED**

*Robert Frank: London/ Wales*, Corcoran Gallery of Art, Washington, DC, 10 May - 14 July 2003

**LITERATURE**

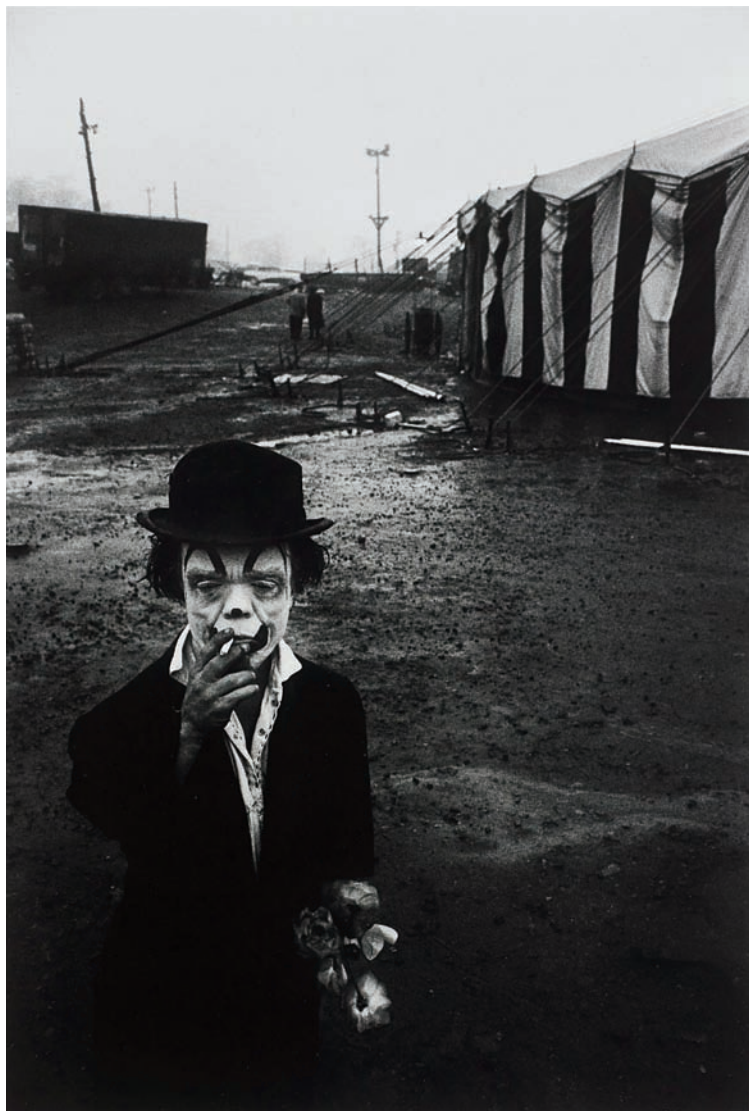
P. Brookman, *Robert Frank: London/ Wales*, Washington: Corcoran Gallery of Art; Zurich: Scalo, 2003, p. 95

*Robert Frank: Story Lines*, London: Tate, 2004, p. 75

The photo essay on Ben James, which first appeared in U.S. *Camera Annual* in 1955, was shot over a number of weeks, during which Frank closely followed the miner and his family. Frank bypassed the common photojournalistic traps, namely, full-body posing, frontal gaze, and emphasis on settings to embellish the narrative. Instead, James occupies the frame nearly in its entirety - he sits slightly tilted, smoking, looking pensively ahead with an air of dignity shrouding him. The soot-covered face and the strength of the silhouette carve him as a breathing caryatid, majestic and powerful and certainly not a subject for anyone's pity.

"I could have followed a livelier and perhaps more colourful Welsh miner but I'm happy I decided to portray Ben James. When I said farewell to him I realised that no future story on any Welsh miner will look as this one does."  
Robert Frank





129

**BRUCE DAVIDSON** b. 1933*Circus Dwarf, Palisades, New Jersey, 1958*

Gelatin silver print, printed later.

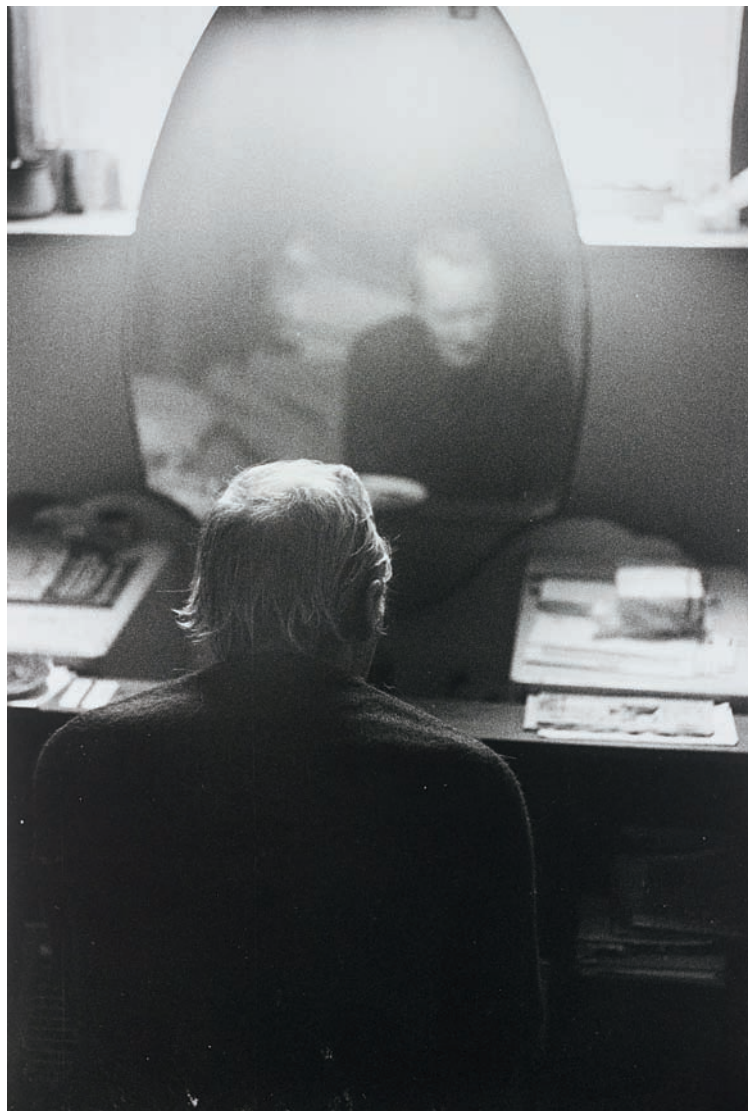
30.3 x 20.6 cm (11 $\frac{7}{8}$  x 8 $\frac{1}{8}$  in.)

Signed in pencil on the verso.

Estimate £3,000-5,000 \$4,800-8,000 €3,800-6,400 ₺

**PROVENANCE**

Acquired directly from the artist

**LITERATURE**B. Davidson, *Circus*, Göttingen: Steidl, 2007, coverB. Davidson, *Outside Inside, Vol. I*, Göttingen: Steidl, 2009, p. 59 there titled *The dwarf and the Clyde Beatty Circus*

130

**RICHARD BILLINGHAM** b. 1970*Untitled, 1990*

Gelatin silver print, printed 1998.

114.4 x 77.7 cm (45 x 30 $\frac{5}{8}$  in.)

Printed credit, title, date and number 2/5 on a gallery label affixed to the reverse of the flush-mount. One from an edition of 5 plus 1 artist's proof.

Estimate £2,000-3,000 \$3,200-4,800 €2,500-3,800 ₺

**PROVENANCE**

Anthony Reynolds Gallery, London

**LITERATURE**R. Billingham, *Ray's a laugh*, Zurich: Scalo, 1996, n.p.*Richard Billingham*, exh. cat., Ikon Gallery, Birmingham, 2000, p. 11



131



132



131

**JOEL MEYEROWITZ** b. 1938*Woman in blue and sunlight, Provincetown, 1977*

Chromogenic print, printed circa 1978.

19.2 x 24.3 cm (7½ x 9½ in.)

Signed, titled, dated '1978', initialled and copyright in ink on the verso.

Estimate £1,800-2,200 \$2,900-3,500 €2,300-2,800 ±

**PROVENANCE**Acquired from the collection of the artist  
Edwynn Houk Gallery, New York**LITERATURE***Cape Light: Color Photographs by Joel Meyerowitz*, Boston: Museum of Fine Arts, 1978, fig. 61

132

**WILLIAM EGGLESTON** b. 1939*Untitled (Memphis, Tennessee), circa 1972*

Dye transfer print, printed 1986.

33.9 x 52.2 cm (13⅜ x 20½ in.)

Signed in ink in the margin; signed in ink, 'William Eggleston's Guide' and artist's proof stamps on the verso. Artist's proof number 2.

Estimate £7,000-10,000 \$11,300-16,100 €8,900-12,700 ±

**PROVENANCE**

Christie's, New York, 'The American Landscape: Color Photographs from the Collection of Bruce and Nancy Berman', 7 October 2009, lot 122

**LITERATURE**J. Szarkowski, *William Eggleston's Guide*, New York: Museum of Modern Art, 1976, p. 67K. Moore, *Starburst: Color Photography in America 1970-1980*, Ostfildern: Hatje Cantz, 2010, p. 160, pl. 139





133

**WILLIAM EGGLESTON** b. 1939

*Untitled (Huntsville, Alabama), 1970*

Dye transfer print.

31.5 x 45.7 cm (12 $\frac{3}{8}$  x 17 $\frac{7}{8}$  in.)

Signed in ink in the margin; annotated 'Proof' in an unidentified hand in ink on the verso.

Estimate £5,000-7,000 \$8,000-11,300 €6,400-8,900 ₺

**PROVENANCE**

Eggleston Artistic Trust

**LITERATURE**

*The Hasselblad Award 1998: William Eggleston*, Göteborg: Hasselblad Center, 1999, n.p.

*William Eggleston*, Paris: Fondation Cartier pour l'art contemporain; London: Thames & Hudson, 2002, pl. 109

*William Eggleston: Chromes, Vol. 3*, Göttingen: Steidl, 2011





134

**STEPHEN SHORE** b. 1947

*West 3rd Street, Parkersburg, West Virginia, May 16, 1974*

Chromogenic print, printed circa 1974.

20.4 x 26.2 cm (8 x 10<sup>3</sup>/<sub>8</sub> in.)

Numerical annotation in crayon in the margin; signed, titled and dated in ink on the verso.

**Estimate** £4,000-6,000 \$6,400-9,600 €5,100-7,600 ₺

**PROVENANCE**

Edwynn Houk Gallery, New York

**LITERATURE**

*Stephen Shore: Uncommon Places - The Complete Works*, New York: Aperture, 2004, p. 41





135

**WILLIAM EGGLESTON** b. 1939

*Untitled (St. Simon's Island, Georgia), 1978*

Dye transfer print, printed 1980.

25.5 x 38.3 cm (10 x 15½ in.)

Signed, dated by the artist, numbered 8/15 in an unidentified hand, all in pencil and reproduction limitation stamp on the verso.

**Estimate** £15,000-20,000 \$24,100-32,200 €19,100-25,400 ±

**PROVENANCE**

Christie's, New York, 31 March 2009, lot 105

**LITERATURE**

*William Eggleston: Ancient and Modern*, New York: Random House, 1992, p. 32

*The Hasselblad Award 1998: William Eggleston*, Göteborg: Hasselblad Center, 1999, n.p.

*William Eggleston*, Paris: Fondation Cartier pour l'art contemporain; London: Thames & Hudson, 2002, pl. 103

*William Eggleston: Democratic Camera, Photographs and Video, 1961-2008*, New York: Whitney Museum of American Art, 2008, p. 165 pl. 83



136



137



136

**WILLIAM EGGLESTON** b. 1939*Untitled (Two women wearing head scarves, Memphis)*, 1970Dye transfer print from *Dust Bells, Vol. I*, printed 2004.30.2 x 45.2 cm (11 $\frac{7}{8}$  x 17 $\frac{3}{4}$  in.)

Signed in ink in the margin; dated, numbered 2/15 in an unidentified hand in ink, Eggleston Artistic Trust copyright credit reproduction limitation and edition stamp on the verso. One from an edition of 15 plus 4 lettered artist's proofs.

**Estimate** £8,000-12,000 \$12,900-19,300 €10,200-15,300 ±

**PROVENANCE**

Christie's, New York, 'Photographs by William Eggleston from the Collection of Bruce and Nancy Berman', 13 October 2008, lot 120

**LITERATURE**

W. Eggleston, *For Now*, Santa Fe, N.M.: Twin Palms, 2010  
*William Eggleston: Chromes, Vol. 3*, Göttingen: Steidl, 2011

137

**ED RUSCHA** b. 1937*Gazzarri's Supper Club from The Sunset Strip*, 1966

Gelatin silver print, printed 1995.

50.3 x 75.2 cm (19 $\frac{3}{4}$  x 29 $\frac{5}{8}$  in.)

Signed, dated and numbered in pencil on the reverse of the mount.  
 One from an edition of 25.

**Estimate** £4,000-6,000 \$6,400-9,600 €5,100-7,600

**PROVENANCE**

Private Collection, Europe

**LITERATURE**

*Ed Ruscha: Photographer*, Göttingen: Steidl; New York: Whitney Museum of American Art, 2006, p. 154 pl. 165



138



139



138

**STEPHEN SHORE** b. 1947

*Bay Theater, 2nd Street, Ashland, Wisconsin, July 9, 1973*

Chromogenic print.

15.5 x 20.5 cm (6 1/8 x 8 1/8 in.)

Signed, titled and dated twice in ink on the verso.

Estimate £5,000-7,000 \$8,000-11,300 €6,400-8,900 ±

**PROVENANCE**

Edwynn Houk Gallery, New York

**LITERATURE**

*Stephen Shore: Uncommon Places - The Complete Works*,  
New York: Aperture, 2004, p. 20

139

**DENNIS HOPPER** 1936-2010

*Double Standard, 1961*

Gelatin silver print, printed later.

40.7 x 60.6 cm (16 x 23 7/8 in.)

Signed and numbered 10/15 in pencil on the verso.

Estimate £8,000-12,000 \$12,900-19,300 €10,200-15,300

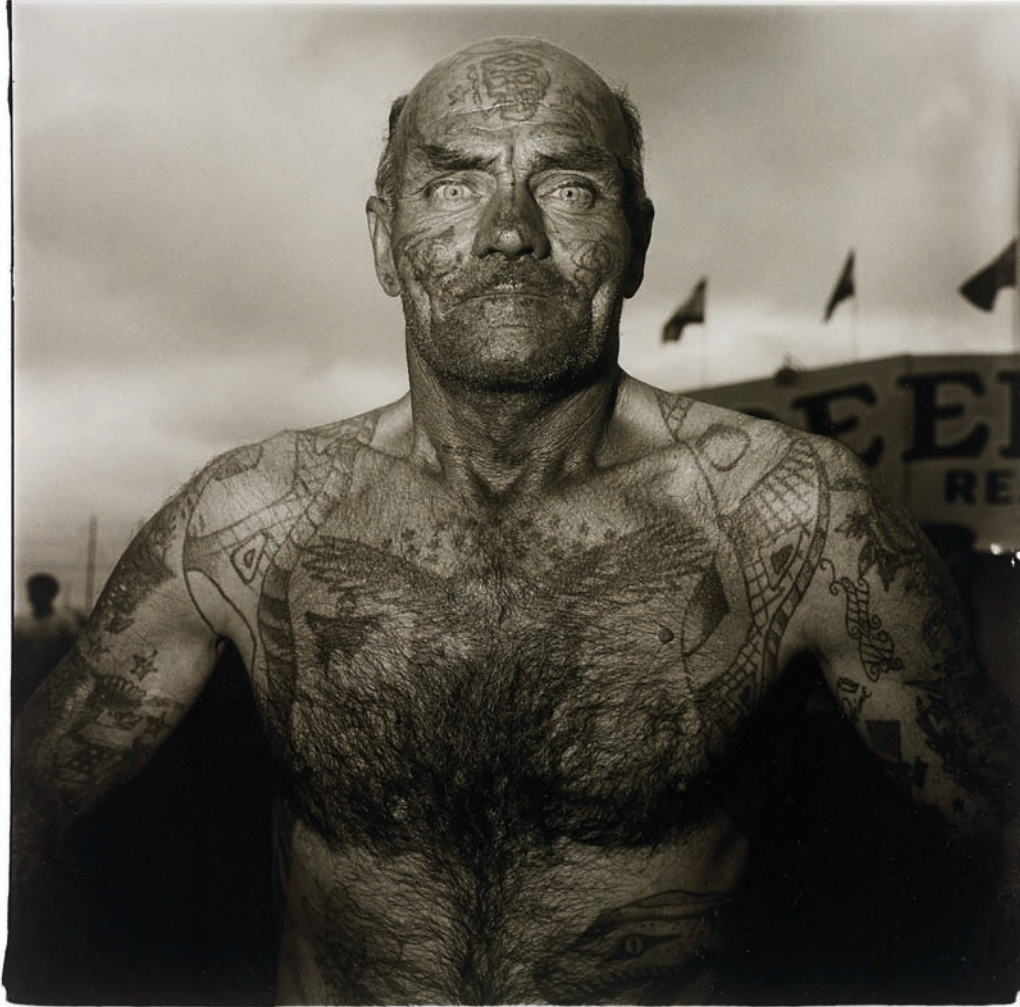
**PROVENANCE**

Private Collection, Europe

**LITERATURE**

*Los Angeles Now*, exh. cat., Robert Fraser Gallery, London, 1966, cover  
P. Giloy-Hirtz, *Dennis Hopper: The Lost Album, Vintage Prints from the Sixties*, Prestel, 2012, pp. 197, 236, pl. 356  
D. Hopper, "Standard Bullshit", *Parkett*, Zurich 1988, no. 18, p. 49





140

**DIANE ARBUS** 1923-1971*Tattooed man at a carnival, Md., 1970*

Gelatin silver print, printed later by Neil Selkirk.

34.5 x 35.7 cm (13 $\frac{5}{8}$  x 14 in.)

Stamped 'A Diane Arbus photograph', signed, titled, dated, numbered  
59/75 by Doon Arbus, Executor, in ink, copyright credit and reproduction  
limitation stamps on the verso.

**Estimate** £7,000-9,000 \$11,300-14,500 €8,900-11,400 ±

**PROVENANCE**

Robert Miller Gallery, New York

**LITERATURE**

Diane Arbus, New York: Aperture, 1972, n.p.

Diane Arbus: Revelations, London: Cape, 2003, p. 231

141

**LEE FRIEDLANDER** b. 1934*Selected Images*, 1995-1998

Three gelatin silver prints.

Each 37.7 x 37.2 cm (14 $\frac{7}{8}$  x 14 $\frac{5}{8}$  in.)

Each signed, titled, dated in pencil and copyright credit reproduction  
limitation stamp on the verso.

**Estimate** £5,000-7,000 \$8,000-11,300 €6,400-8,900 ±

**PROVENANCE**

Janet Borden, Inc., New York

**LITERATURE**

P. Galassi, *Friedlander*, New York: The Museum of Modern Art, 2005,  
p. 362 pl. 637

Titles include: *New Orleans*, 1995; *NYC*, 1998; *Gallup*, 1998

141







142

**DIANE ARBUS** 1923-1971

*Retired man and his wife at home in a nudist camp one morning, N.J., 1963*

Gelatin silver print from *A Box of Ten Photographs*, printed later by Neil Selkirk.

36.6 x 38.3 cm (14 $\frac{3}{8}$  x 15 $\frac{1}{8}$  in.)

Stamped 'A Diane Arbus photograph', signed, titled, dated, numbered 40/50 by Doon Arbus, Executor, in ink, reproduction limitation and portfolio stamps on the verso.

**Estimate** £12,000-18,000 \$19,300-28,900 €15,300-22,900 ±

**PROVENANCE**

Robert Miller Gallery, New York

**LITERATURE**

*Diane Arbus*, New York: Aperture, 1972, n.p.

*Diane Arbus: Revelations*, London: Cape, 2003, p. 253

“She took pictures of the thoughts, feelings, things that you might not even know existed inside yourself. It wasn’t that she made you look one way or another, she made you look exactly like yourself. Horribly yourself, whoever you were. Is that beauty? If you can accept it, I think it might be.”

(A.M.HOMES, ‘NUDIST EXPOSED’, *MODERN PAINTERS*, SPRING 2004)





143

**WILLIAM EGGLESTON** b. 1939

*Untitled (Memphis, Tennessee), 1967-1969*

Dye transfer print.

20.6 x 30.5 cm (8½ x 12 in.)

Signed in ink on the verso.

**Estimate** £7,000-10,000 \$11,300-16,100 €8,900-12,700 ₺

**PROVENANCE**

Eggleston Artistic Trust

**LITERATURE**

*William Eggleston*, Paris: Fondation Cartier pour l'art contemporain;

London: Thames & Hudson, 2002, pl. 46

*William Eggleston: Chromes, Vol. 3*, Göttingen: Steidl, 2011





144

**WILLIAM EGGLESTON** b. 1939

*Untitled*, circa 1974

Dye transfer print, printed 2010.

45 x 67.7 cm (17¾ x 26⅝ in.)

Signed in ink in the margin; signed in pencil by the artist, numbered 2/20 in an unidentified hand in ink and Eggleston Artistic Trust copyright credit reproduction limitation stamp on the verso. One from an edition of 20 plus 3 lettered artist's proofs.

**Estimate** £18,000-22,000 \$28,900-35,400 €22,900-28,000 ±

**PROVENANCE**

Cheim & Read, New York

**LITERATURE**

*The Hasselblad Award 1998: William Eggleston*, Göteborg: Hasselblad Center, 1999, n.p. there titled and dated *Memphis, Tennessee*, c. 1975  
*William Eggleston*, Paris: Fondation Cartier pour l'art contemporain; London: Thames & Hudson, 2002, pl. 118  
*William Eggleston: Democratic Camera, Photographs and Video, 1961-2008*, New York: Whitney Museum of American Art, 2008, p. 149, pl. 72



145

**HELMUT NEWTON** 1920-2004

*Fifteen Photographs*

New York: DEP Editions, Inc., 1980. Fifteen gelatin silver prints. Each approximately 31.4 x 21 cm (12 $\frac{3}{8}$  x 8 $\frac{1}{4}$  in.) or the reverse. Each signed, titled and dated in pencil on the verso. One from an edition of 40. Contained in a linen clamshell portfolio case.

**Estimate** £40,000-50,000 \$64,300-80,400 €50,900-63,600

**PROVENANCE**

David Winton Bell Gallery, Brown University  
Christie's, New York, 15 April 2010, lot 361

**LITERATURE**

*Helmut Newton: Mode et Portraits*, exh. cat., Musée d'Art Moderne de la Ville de Paris, 1984, pls. 10, 11, 19  
*Portraits, Helmut Newton*, London: National Portrait Gallery, 1988, cover, pls. 18, 21, 37  
H. Newton, *Sleepless Nights*, Munich: Schirmer/Mosel, 1991, pp. 29, 37, 43, 67, 125, 136-137  
D. Faccioli, C. Marra, *Helmut Newton, V.I.P. Very Important Portraits*, Milan: Photology, 1992, pp. 31, 63  
*Helmut Newton: Aus dem Photographischen Werk*, Munich: Schirmer/Mosel, 1993, pls. 39, 78, 101  
C. Squiers, *Helmut Newton, Portraits, Photographs from Europe and America*, Munich: Schirmer/Mosel, 1993, pls. 26, 32, 49, 56  
M. Heiting, ed., *Helmut Newton: Work*, Cologne: Taschen, 2000, pp. 95, 100

Titles include: *At Karl Lagerfeld's, Paris*, 1974; *Mannequins, Quai d'Orsay, Paris*, 1977; *16th Arrondissement, Paris*, 1976; *Paloma Picasso, Saint-Tropez*, 1973; *Berlin Nude*, 1977; *Andy Warhol in Paris*, 1977; *Charlotte Rampling, Arles*, 1973; *Patti Hansen over Manhattan*, 1977; *Model and Meccano Set, Paris*, 1976; *Winnie off the coast of Cannes*, 1975; *Mercedes at Home, Paris*, 1975; *David Hockney, Piscine Royale, Paris*, 1975; *Roselyne in Arcangues*, 1975; *Lisa in Saint-Tropez*, 1975; *Rue Aubriot, Paris*, 1975

“I have always avoided photographing in the studio. A woman does not spend her life sitting or standing in front of a seamless white paper background. Although it makes my life more complicated, I prefer to take my camera out into public and private places, places often inaccessible to anyone but the rich. And places that are out of bounds for photographers have always had a special attraction for me.”

HELMUT NEWTON



**HELMUT  
NEWTON**

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15 PHOTOGRAPHS





















146

**RICHARD AVEDON** 1923-2004

*Sunny Harnett and Alla, Evening dresses by Balmain, Casino, Le Touquet, August, 1954*

Gelatin silver print, printed 1997.

40.2 x 59.6 cm (15 $\frac{7}{8}$  x 23 $\frac{1}{2}$  in.)

Signed, numbered 12/25 in pencil, copyright credit reproduction limitation, title and date stamps on the verso.

**Estimate** £20,000-30,000 \$32,200-48,200 €25,400-38,100

**PROVENANCE**

Acquired directly from the Richard Avedon Foundation, New York Private Collection  
Christie's, Paris, 12 November 2011, lot 165

**LITERATURE**

*Avedon: Photographs, 1947-1977*, New York: Farrar, Straus and Giroux, 1978, pl. 29

*Avedon Fashion: 1944-2000*, New York: ICP/ Abrams, 2009, pp. 124-125

*Harper's Bazaar*, September 1954, p. 206

147

**ERWIN BLUMENFELD** 1897-1969

*Portraits of Manina, Paris, 1937*

Gelatin silver print.

30.2 x 24.4 cm (11 $\frac{7}{8}$  x 9 $\frac{5}{8}$  in.)

Signed, titled, dated and annotated 'only known print' by Yorick Blumenfeld, the artist's son, in ink and estate stamp on the verso.

**Estimate** £30,000-40,000 \$48,200-64,300 €38,100-50,900 ♠

**PROVENANCE**

From Manina to Yorick Blumenfeld

**LITERATURE**

W. A. Ewing, *Blumenfeld Photographs: A Passion for Beauty*, New York: Abrams, 1996, pl. 68 there titled *Buds, Paris*









148

**IRVING PENN** 1917-2009

*Black and White Fashion (with handbag) (Jean Patchett), New York, 1950*  
Selenium toned gelatin silver print, printed 1984.

44.4 x 39.2 cm (17½ x 15¾ in.)

Signed, titled, dated, initialled in ink, Condé Nast copyright credit (courtesy Vogue) reproduction limitation, credit and edition stamps on the reverse of the flush-mount. One from an edition of 14.

**Estimate** £30,000-40,000 \$48,200-64,300 €38,100-50,900

**PROVENANCE**

Hamiltions Gallery, London  
Christie's, New York, 'Icons of Glamour and Style: The Constantiner Collection', 17 December 2008, lot 164

“For a picture to strike memory, it has to have an unusual, unique, inherent secret - a visual signature. Penn is always graphic. The structure of the picture, the pose, has the excitement of lettering in a cubist composition. He accentuates.”

ALEXANDER LIBERMAN





149

**RICHARD AVEDON** 1923-2004

*Dovima with Elephants, Evening Dress by Dior, Cirque d'Hiver, Paris, August, 1955*

Gelatin silver print, printed later.

25.6 x 20.1 cm (10 1/8 x 7 7/8 in.)

Signed, numbered 16/100 in pencil, copyright credit reproduction limitation, title, date and edition stamps on the verso.

**Estimate** £30,000-40,000 \$48,200-64,300 €38,100-50,900

**PROVENANCE**

Christie's, Paris, 12 November 2011, lot 118

**LITERATURE**

*Richard Avedon, Photographs, 1947-1977*, New York: Farrar, Straus and Giroux, 1978, back cover and pl. 159

N. Hall-Duncan, *The History of Fashion Photography*, New York: Alpine, 1979, p. 137

D. Bailey and M. Harrison, *Shots of Style: Great Fashion Photographs*, London: Victoria and Albert Museum, 1985, cat. no. 7

M. Harrison, *Appearances: Fashion Photography Since 1945*, New York: Rizzoli, 1991, p. 73

*Richard Avedon: Evidence, 1944-1994*, New York: Random House/ Whitney Museum of American Art, 1994, p. 53

*Richard Avedon: Made in France*, San Francisco: Fraenkel Gallery, 2001, n.p.

*Richard Avedon: Woman in the Mirror*, New York: Abrams, 2005, p. 37

*Richard Avedon Photographs 1946-2004*, Louisiana Museum of Modern Art, 2007, n.p.

*Avedon Fashion: 1944-2000*, New York: ICP/ Abrams, 2009, p. 137

*Harper's Bazaar*, September 1955, p. 215



150



151



150

**SALLY MANN** b. 1951

*Fallen Child*, 1989

Gelatin silver print.

19.8 x 25.1 cm (7¾ x 9⅞ in.)

Signed, titled, dated, numbered 16/25 and copyright in pencil on the verso.

**Estimate** £4,000-6,000 \$6,400-9,600 €5,100-7,600

**PROVENANCE**

Greg Kucera Gallery, Seattle

Private Collection, USA

Phillips de Pury & Company, New York, 7 June 2007, lot 247

**LITERATURE**

S. Mann, *Immediate Family*, New York: Aperture, 1992, n.p.

151

**SALLY MANN** b. 1951

*Hay Hook*, 1989

Gelatin silver print.

20.2 x 25.5 cm (7⅞ x 10 in.)

Signed, titled, dated, numbered 13/25 and copyright in pencil on the verso.

**Estimate** £4,000-6,000 \$6,400-9,600 €5,100-7,600

**PROVENANCE**

Phillips, New York, 1 October 2013, lot 106

**LITERATURE**

S. Mann, *Immediate Family*, New York: Aperture, 1992, n.p.





152

**LORETTA LUX** b. 1969

*Study of a Boy 2*, 2002

Dye destruction print.

22.9 x 22.9 cm (9 x 9 in.)

Signed, titled, dated and numbered 6/20 in pencil on the verso.

**Estimate** £4,000-6,000 \$6,400-9,600 €5,100-7,600 ₣ ♠

**PROVENANCE**

Yossi Milo Gallery, New York

Private Collection, USA

Phillips, New York, 3 April 2013, lot 306

**LITERATURE**

*Loretta Lux*, New York: Aperture, 2005, p. 63





153

**ERWIN OLAF** b. 1959

*Rain Portfolio*

Amsterdam: Self-published, 2004. Six Lambda prints.

Two prints 22 x 22 cm (8 $\frac{5}{8}$  x 8 $\frac{5}{8}$  in.); four prints 22 x 31 cm (8 $\frac{5}{8}$  x 12 $\frac{1}{4}$  in.)

Each signed, dated and numbered 5/15 in pencil on the overmat. Contained in a portfolio case with embossed credit, title and copyright symbol.

**Estimate** £6,000-8,000 \$9,600-12,900 €7,600-10,200 ♠ †

**PROVENANCE**

Flatland Gallery, Utrecht

**LITERATURE**

*Erwin Olaf*, New York: Aperture, 2008, pp. 2-3, 42-43, 58-59, 62-63, 64-65 and 68-69

E. Olaf, *Own, Works 1984-2012*, Antwerp: Lido, 2012, pp. 177-185

Titles include: *The Ice Cream Parlor*; *The Hairdresser's*; *The Boardroom*; *The Gym*; *The Dancing School*; *The Bedroom*





154

**ERWIN OLAF** b. 1959

*Victoria (Portrait) from Grief, 2007*

Lambda print.

80 x 60 cm (31½ x 23½ in.)

Signed, titled, dated and numbered 3/12 in ink on an artist's label affixed to the reverse of the flush-mount.

**Estimate** £7,000-9,000 \$11,300-14,500 €8,900-11,400 ♠

**PROVENANCE**

Private Collection, Europe

**LITERATURE**

*Erwin Olaf*, New York: Aperture, 2008, p. 17





155

**DESIREE DOLRON** b. 1963

*Xteriors V*, 2001-2010

Digital chromogenic print, Diasac mounted.

173.2 x 125 cm (68¼ x 49¼ in.)

Signed, titled, dated and numbered 7/8 in ink on the reverse of the flush-mount.

**Estimate** £30,000-50,000 \$48,200-80,400 €38,100-63,600 ♠

**PROVENANCE**

Paradise Row Gallery, London



156



156

**EDWARD BURTYNSKY** b. 1955*Shipbreaking #38, Chittagong, Bangladesh, 2001*

Chromogenic print.

86 x 68.8 cm (33 $\frac{7}{8}$  x 27 $\frac{1}{8}$  in.)

Signed in ink, printed title, date and number 10/10 on an artist's label affixed to the reverse of the mount.

**Estimate** £6,000-8,000 \$9,600-12,900 €7,600-10,200**PROVENANCE**

Private Collection, Europe

**LITERATURE***Manufactured Landscapes: The Photographs of Edward Burtynsky*, Ottawa: National Gallery of Canada/ Yale University Press, 2003, p. 149 pl. 64

157



157

**DESIREE DOLRON** b. 1963*Librario Escuela Julio Mella from Te dí todos mis sueños, 2002-2003*

Digital chromogenic print, Diasec mounted.

105.7 x 80.1 cm (41 $\frac{1}{2}$  x 31 $\frac{1}{2}$  in.)

Signed, titled, dated and numbered 4/8 in ink on gallery label affixed to the reverse of the flush-mount.

**Estimate** £15,000-20,000 \$24,100-32,200 €19,100-25,400 ♠ †**PROVENANCE**

Shine Gallery, London

**LITERATURE***Desiree Dolron*, The Hague Museum of Photography; Warnsveld: Terra Lannoo, 2005, p. 133





158

**IDRIS KHAN** b. 1978

*Every... Bernd and Hilla Becher Gable Sided House, 2004*

Digital chromogenic print, flush-mounted.

133.6 x 99.7 cm (52 $\frac{5}{8}$  x 39 $\frac{1}{4}$  in.)

Signed in ink on a label accompanying the work.

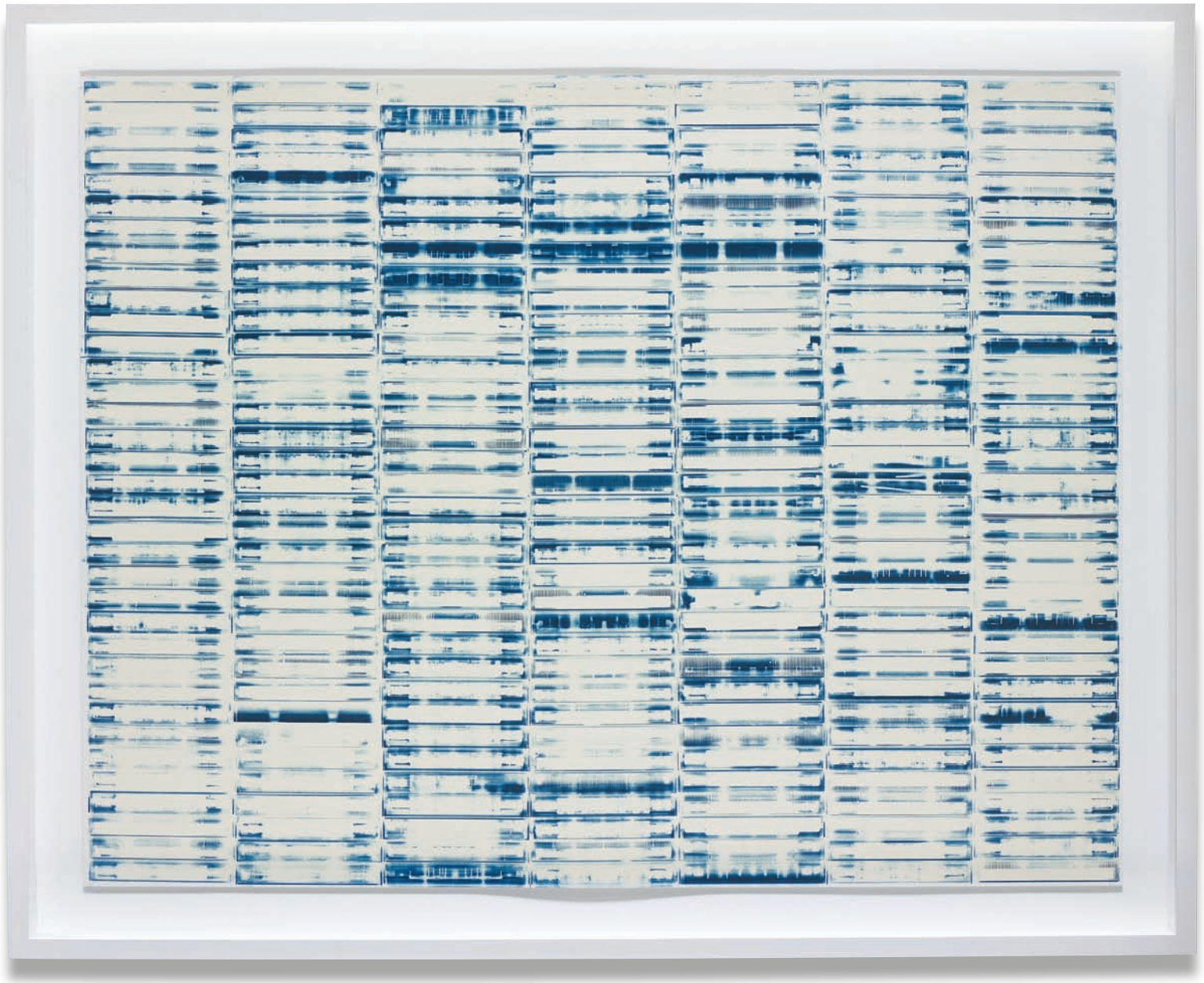
Number 2 from an edition of 5.

**Estimate** £20,000-30,000 \$32,200-48,200 €25,400-38,100 ♠ †

**PROVENANCE**

Hoopers Gallery, London





159

**CHRISTIAN MARCLAY** b. 1955

*Grid No. 3 (Full and Empty Cassettes)*, 2012

Cyanotype.

60 x 77.1 cm (23<sup>5</sup>/<sub>8</sub> x 30<sup>3</sup>/<sub>8</sub> in.)

Signed and dated in pencil on the verso.

**Estimate** £22,000-28,000 \$35,400-45,000 €28,000-35,600 †

**PROVENANCE**

Fraenkel Gallery, San Francisco



160

**HIROSHI SUGIMOTO** b. 1948*RKO, Kenmore, New Jersey, 1976*

Gelatin silver print, printed later.

42.1 x 54.2 cm (16 $\frac{5}{8}$  x 21 $\frac{3}{8}$  in.)

Signed in pencil on the mount; blindstamp title, date and number 20/25 228 in the margin.

**Estimate** £12,000-18,000 \$19,300-28,900 €15,300-22,900**PROVENANCE**

Sonnabend Gallery, New York

161

**SUSAN DERGES** b. 1955*Star Field Cypress, 2003*

Dye destruction photogram, flush-mounted.

169.4 x 60.9 cm (66 $\frac{3}{4}$  x 23 $\frac{7}{8}$  in.)

Signed in ink, printed title and date on a Certificate of Authenticity label accompanying the work.

**Estimate** £7,000-9,000 \$11,300-14,500 €8,900-11,400 ♠**PROVENANCE**

Acquired directly from the artist







162

**HENDRIK KERSTENS** b. 1956

*Bathing Cap, March, 1992*

Chromogenic print, printed 2007.

100 x 80 cm (39<sup>3</sup>/<sub>8</sub> x 31<sup>1</sup>/<sub>2</sub> in.)

Signed in pencil, blindstamp credit, printed title, date and number 3/6 on an artist's label affixed to the reverse of the flush-mount.

**Estimate** £3,000-5,000 \$4,800-8,000 €3,800-6,400 ♠ †

**PROVENANCE**

Witzenhausen Gallery, Amsterdam

**LITERATURE**

*Hendrik Kerstens: Paula - Silent conversations*, New York: Abrams, 2013, p. 64





163

**PAUL HODGSON** b. 1972

*Masquerade*, 2001

Unique pigment print.

124.7 x 177.8 cm (49½ x 70 in.)

Signed, titled, dated and annotated 'Unique Print' in ink on the reverse of the flush-mount.

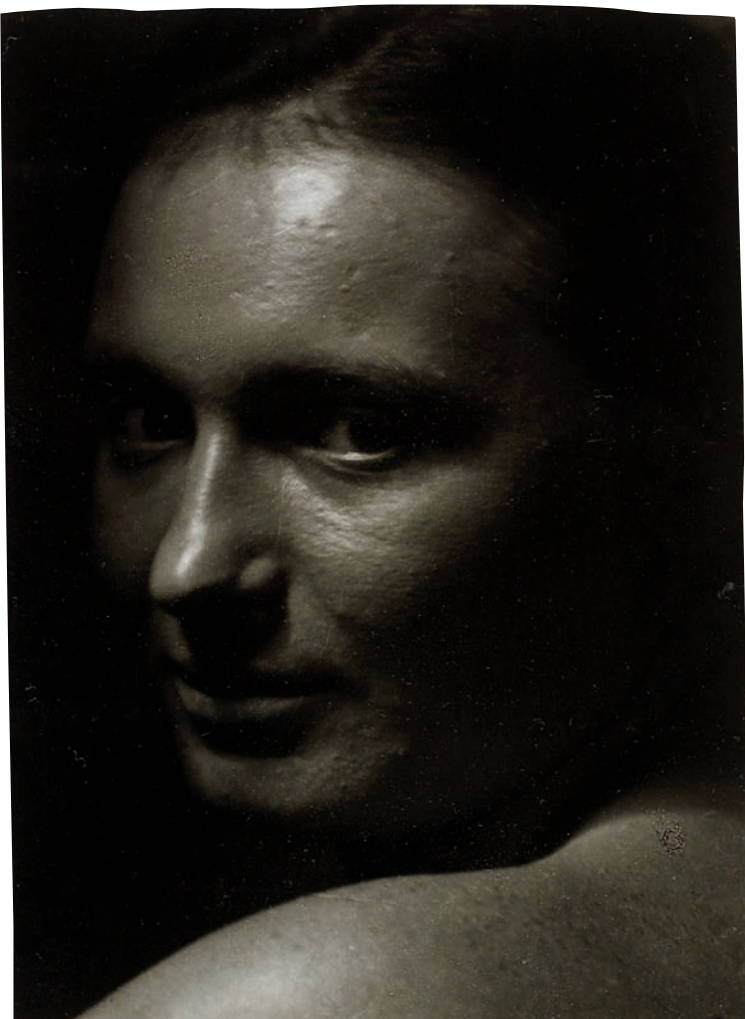
**Estimate** £10,000-15,000 \$16,100-24,100 €12,700-19,100

**PROVENANCE**

Acquired directly from the artist

*Masquerade* is a large-scale tableaux vivant which draws on a style of painting called Academicism. The photographically constructed scene is inspired by Jean-Léon Gérôme's painting 'The Duel after the Masquerade', 1857-1859 which is itself a version by Gérôme of an earlier work entitled 'Suite d'un bal masque', 1857. Hodgson's work in essence, is a contemporary transcription - a third layer to the story composed via a completely different vehicle and presented to us through the medium of photography. The artist uses his camera to explore the narrative and theatrical nature of the works created centuries ago - constructing the sumptuous scene without losing any atmosphere of the original paintings - only when we look more closely do we see these young men dressed in clothes from the 21st century. The layering of oil paint has been replaced by the fusion of hatched imagery and the softness and saturated colour of pigment printing.

164



164

**JOSEF SUDEK** 1896-1976*Milena*, 1942

Pigment print.

16.3 x 11.9 cm (6 $\frac{3}{8}$  x 4 $\frac{5}{8}$  in.)

'glatt, weiss' ('smooth, white') stamp on the verso.

**Estimate** £6,000-8,000 \$9,600-12,900 €7,600-10,200 ₣ ♠**PROVENANCE**

The Larry N. Deutsch Collection, Chicago/Tucson

**LITERATURE**A. Farova et al., *Joseph Sudek: Pigment Prints from the Artist's Estate*, exh. cat., Salander-O'Reilly Galleries, New York, 1998, pl. 41A. Farova, *Josef Sudek, Poet of Prague: A Photographer's Life*, New York: Aperture, 1990, p. 47 there titled *Milena Vildová*M.-M. Sutnik, ed., *Josef Sudek: The Legacy of a Deeper Vision*, Munich: Hirmer, 2012, p. 209

165



165

**JOSEF SUDEK** 1896-1976*Mala Strana Cemetery in the snow*, 1944

Pigment print.

17.7 x 12.7 cm (6 $\frac{7}{8}$  x 5 in.)

Signed, dated in pencil on the overmat; dated '1942', annotated in Czech in pencil, stamp indicating the type of photographic paper and collection stamp on the verso; collection stamp on the reverse of the overmat.

**Estimate** £8,000-12,000 \$12,900-19,300 €10,200-15,300 ♠**PROVENANCE**

Acquired directly from the artist

**EXHIBITED**Geneva, Canon Photo Gallery, *Sudek*, 6 September-4 October 1978**LITERATURE**A. Farova et al., *Joseph Sudek: Pigment Prints from the Artist's Estate*, exh. cat., Salander-O'Reilly Galleries, New York, 1998, pl. 20 there dated 1939





166

**JOSEF SUDEK** 1896-1976

*White rose in a glass*, 1952

Gelatin silver print.

27 x 21.1 cm (10 $\frac{5}{8}$  x 8 $\frac{3}{4}$  in.)

Signed, dated and inscribed in ink in the margin; collection stamp on the verso.

Estimate £8,000-12,000 \$12,900-19,300 €10,200-15,300 ♠

**PROVENANCE**

Acquired directly from the artist



167

**SEBASTIÃO SALGADO** b. 1944

*The Eastern Part of the Brooks Range, Arctic National Wildlife Refuge,  
Alaska, USA, 2009*

Gelatin silver print, flush-mounted.

123.9 x 89.3 cm (48¾ x 35½ in.)

Signed, titled 'Alaska' and dated in pencil on the verso.

**Estimate** £14,000-18,000 \$22,500-28,900 €17,800-22,900 †

**PROVENANCE**

Acquired directly from the artist

**LITERATURE**

S. Salgado, *Genesis*, Cologne: Taschen, 2013, cover and p. 323



168



169



168

**SEBASTIÃO SALGADO** b. 1944

*Kafue National Park, Zambia, 2010*

Gelatin silver print.

54.3 x 75.3 cm (21 $\frac{3}{8}$  x 29 $\frac{5}{8}$  in.)

Signed, titled 'Zambia' and dated in pencil on the verso.

**Estimate** £6,000-8,000 \$9,600-12,900 €7,600-10,200 ♠

**PROVENANCE**

Peter Fetterman Gallery, Santa Monica

169

**SEBASTIÃO SALGADO** b. 1944

*Chinstrap Penguins (Pygoscelis Antartica) on an iceberg located between Zavodovski and Visokoi Islands, South Sandwich Islands, 2009*

Gelatin silver print.

54.3 x 75.3 cm (21 $\frac{3}{8}$  x 29 $\frac{5}{8}$  in.)

Signed, titled 'South Sandwich Islands' and dated in pencil on the verso.

**Estimate** £6,000-8,000 \$9,600-12,900 €7,600-10,200 ♠

**PROVENANCE**

Peter Fetterman Gallery, Santa Monica

**LITERATURE**

S. Salgado, *Genesis*, Cologne: Taschen, 2013, pp. 94-95





170

**NICK BRANDT** b. 1966*Elephant Five, Amboseli*, 2008

Archival pigment print.

104.4 x 155.4 cm (41 $\frac{1}{8}$  x 61 $\frac{1}{8}$  in.)

Signed, dated and numbered AP 1/2 in pencil in the margin.

One from an edition of 8 plus 2 artist's proofs.

**Estimate** £20,000-30,000 \$32,200-48,200 €25,400-38,100 ♠**PROVENANCE**

A. galerie, Paris

**LITERATURE**N. Brandt, *A Shadow Falls*, New York: Abrams, 2009, pp. 36-37

171

**NICK BRANDT** b. 1966*Lionesses with Kilimanjaro, Amboseli*, 2010

Archival pigment print.

78.4 x 151.4 cm (30 $\frac{7}{8}$  x 59 $\frac{5}{8}$  in.)

Signed, dated and numbered 2/15 in pencil in the margin.

**Estimate** £7,000-9,000 \$11,300-14,500 €8,900-11,400 ♠**PROVENANCE**

Private Collection, Europe

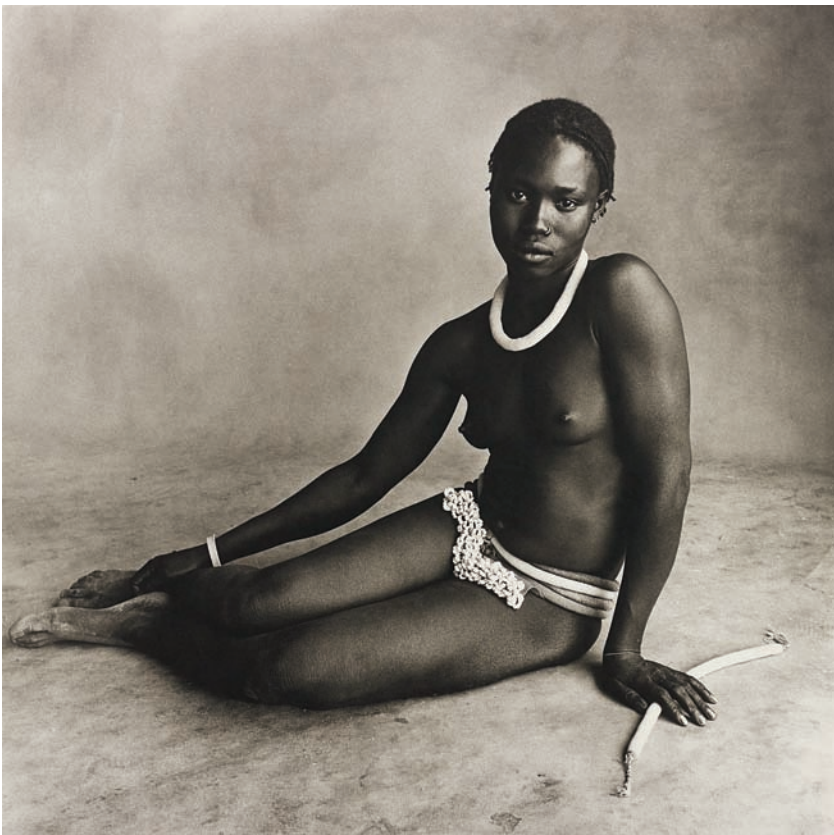
**LITERATURE**N. Brandt, *Across the Ravaged Land*, New York: Abrams, 2013, pp. 82-83



171



172



172

**IRVING PENN** 1917-2009

*Nubile Young Beauty of Diamarè, Cameroon, 1969*

Platinum palladium print, printed 1980.

48.8 x 49.1 cm (19¼ x 19⅜ in.)

Signed, titled, dated, numbered 21/40 in pencil, Condé Nast copyright credit reproduction limitation and edition stamps on the reverse of the aluminum flush-mount.

**Estimate** £10,000-15,000 \$16,100-24,100 €12,700-19,100 ₺

**PROVENANCE**

Private Collection, USA

**LITERATURE**

I. Penn, *Worlds in a Small Room*, New York: Grossman, 1974, p. 47  
*Irving Penn, Other Ways of Being*, exh. cat., Pace/MacGill Gallery, New York, 1990, n.p.

I. Penn, *Passage: A Work Record*, New York: Knopf, 1991, p. 183





173

**PETER BEARD** b. 1938*I'll Write Whenever I Can, Koobi Fora, Lake Rudolf, Kenya, 1965*

Gelatin silver print with ink and blood, printed later.

32.7 x 47.5 cm (12 $\frac{7}{8}$  x 18 $\frac{3}{4}$  in.)

Signed, titled, dated and annotated 'Salaams' in ink on the recto.

**Estimate** £18,000-22,000 \$28,900-35,400 €22,900-28,000**PROVENANCE**

The Time Is Always Now Gallery, New York

Private Collection

Sotheby's, New York, 2 October 2013, lot 206

**LITERATURE**A. Graham, P. Beard, *Eyelids of Morning: The Mingled Destinies of Crocodiles and Men*, San Francisco: Chronicle Books, 1990, p. 218J. Bowermaster, *The Adventures and MisAdventures of Peter Beard in Africa*, Boston: Bulfinch Press, 1993, cover and back cover*Peter Beard: Fifty Years of Portraits*, New York: Arena Editions, 1999, pp. 186-187*Peter Beard (Photofile)*, London: Thames & Hudson, 2008, pl. 20*Peter Beard*, Cologne: Taschen, 2008, pl. 380 for each a variant

174

**PETER BEARD** b. 1938*"Tusk" Diary Pages, 1976; Lartigue and Bacon Diary Pages, 19-20 November, 1984*

Two chromogenic prints with paint, two affixed photographs and feathers, printed later.

143.5 x 106.8 cm (56 $\frac{1}{2}$  x 42 in.)

Signed, dated and extensively annotated in paint on the recto.

**Estimate** £40,000-60,000 \$64,300-96,500 €50,900-76,300**PROVENANCE**

Michael Hoppen Gallery, London

Private Collection, Europe

**LITERATURE***Peter Beard*, Cologne: Taschen, 2008, pls. 61, 137



"I discarded newspaper clippings in the sun and sand for a long time, gradually change into other things. There is a kind of magic in that - a kind of magic. In my case, anything that ever works for me comes through accident, accidents which I can then begin to evolve from."

James Bacon  
from talks of 1972



13 by 7B

1154 New York Cassia (B.R.)





175

**PETER BEARD** b. 1938*Record-Class Leopard on the 19th Bait, near Kilgoris, March, 1968*

Gelatin silver print with ink, paint, affixed gelatin silver prints and matchbox, printed later.

Overall 44 x 52 cm (17 3/8 x 20 1/2 in.)

Signed, titled and dated in ink on the recto.

Estimate £20,000-30,000 \$32,200-48,200 €25,400-38,100

**PROVENANCE**

Galerie Kamel Mennour, Paris

**LITERATURE***Peter Beard*, Cologne: Taschen, 2008, pl. 356 for a variant

176

**NICK BRANDT** b. 1966*Leopard in crook of tree, Nakuru, 2007*

Archival pigment print, face-mounted to Plexiglas.

102 x 101.5 cm (40 1/8 x 39 7/8 in.)

Signed, dated and numbered 11/15 in pencil in the margin.

Estimate £12,000-18,000 \$19,300-28,900 €15,300-22,900 ♦

**PROVENANCE**

Private Collection, Europe

**LITERATURE**N. Brandt, *A Shadow Falls*, New York: Abrams, 2009, p. 45

176







## 177

**PETER BEARD** b. 1938

*Ebei cat-fishing off croc-carcasses at Moite Bay Camp, Lake Rudolf, 1965*  
Gelatin silver print, printed later.

57 x 18.2 cm (22½ x 7¼ in.)

Signed, dated, annotated in ink on the recto; The Time is Always Now copyright credit stamp, label and 'Stress & Density' exhibition stamps on the reverse of the frame.

Estimate £12,000-18,000 \$19,300-28,900 €15,300-22,900 ±

**PROVENANCE**

The Time Is Always Now Gallery, New York

**EXHIBITED**

*Peter Beard: Stress & Density*, Museo Nacional de Ciencias Naturales, Madrid, 16 June - 22 August 1999; Kunst Haus Wien, Vienna, 9 September 1999 - 16 January 2000

**LITERATURE**

A. Graham, P. Beard, *Eyelids of Morning: The Mingled Destinies of Crocodiles and Men*, San Francisco: Chronicle Books, 1990, pp. 170-171

## 178

**MALICK SIDIBÉ** b. 1936

*Avec mon enfant*, 1975

Gelatin silver print, printed 2010.

42.4 x 42.7 cm (16¾ x 16¾ in.)

Signed, initialled, titled and dated in ink in the margin.

Estimate £1,800-2,200 \$2,900-3,500 €2,300-2,800

**PROVENANCE**

Tristan Hoare, London





179

**NOBUYOSHI ARAKI** b. 1940*Untitled (Pink Flower)* from *Akt-Tokyo*, n.d.

Dye destruction print.

75.9 x 60 cm (29 $\frac{7}{8}$  x 23 $\frac{5}{8}$  in.)

Signed in ink on the verso.

**Estimate** £2,000-3,000 \$3,200-4,800 €2,500-3,800**PROVENANCE**

Galerie Bob van Orsouw, Zurich

Phillips de Pury &amp; Company, New York, 'Veronica's Revenge:

Contemporary Art from the Lambert Art Collection', 9 November 2004, lot 109

**LITERATURE***Nobuyoshi Araki: Akt-Tokyo, 1971-1991*, Graz: Camera Austria, 1992, n.p.

180

**NOBUYOSHI ARAKI** b. 1940*Untitled (Seated bound nude)* from *Akt-Tokyo*, n.d.

Dye destruction print.

76 x 60 cm (29 $\frac{7}{8}$  x 23 $\frac{5}{8}$  in.)

Signed in ink on the verso.

**Estimate** £4,000-6,000 \$6,400-9,600 €5,100-7,600**PROVENANCE**

Galerie Bob van Orsouw, Zurich

Phillips de Pury &amp; Company, New York, 'Veronica's Revenge:

Contemporary Art from the Lambert Art Collection', 9 November 2004, lot 109

**LITERATURE***Nobuyoshi Araki: Akt-Tokyo, 1971-1991*, Graz: Camera Austria, 1992, n.p.

181

**NOBUYOSHI ARAKI** b. 1940*Untitled (Chiro)* from *Akt-Tokyo*, n.d.

Dye destruction print.

76 x 60 cm (29 $\frac{7}{8}$  x 23 $\frac{5}{8}$  in.)

Signed in ink on the verso.

**Estimate** £2,500-3,500 \$4,000-5,600 €3,200-4,500**PROVENANCE**

Galerie Bob van Orsouw, Zurich

Phillips de Pury &amp; Company, New York, 'Veronica's Revenge: Contemporary Art from the Lambert Art Collection', 9 November 2004, lot 109

**LITERATURE***Nobuyoshi Araki: Akt-Tokyo, 1971-1991*, Graz: Camera Austria, 1992, n.p.



182



182

**PAUL GRAHAM** b. 1956*Yuko, Tokyo from Empty Heaven, 1992*

Chromogenic print, flush-mounted.

105 x 79.2 cm (41 $\frac{3}{8}$  x 31 $\frac{1}{8}$  in.)

One from an edition of 3 plus 1 artist's proof.

Estimate £2,000-3,000 \$3,200-4,800 €2,500-3,800 ♠

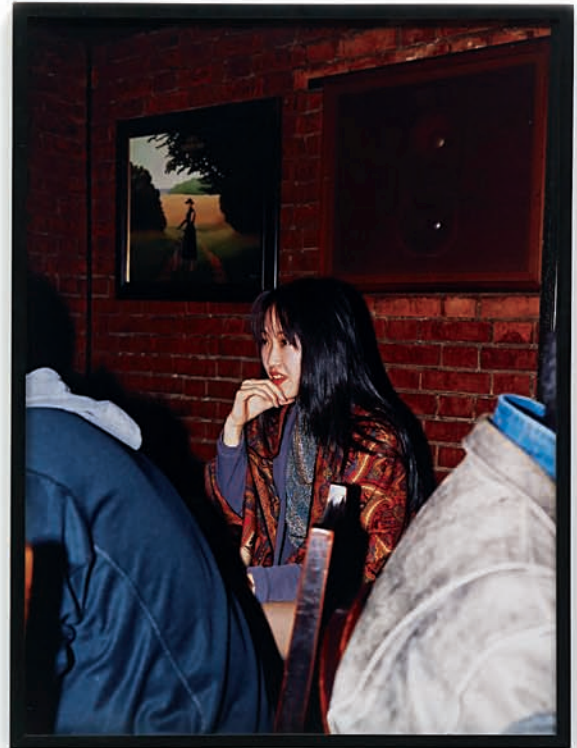
**PROVENANCE**

Galerie Bob van Orsouw, Zurich

Galerie Klemens Gasser und Tanja Grunert, Cologne

**LITERATURE***Paul Graham: Empty Heaven, Photographs from Japan, 1989-1995*, Kunstmuseum Wolfsburg; Zurich: Scalo, 1995, pl. 20*Paul Graham: Photographs 1981-2006*, Göttingen: Steidl/MACK, 2009, p. 325

183



183

**PAUL GRAHAM** b. 1956*Girl in Bar, Tokyo from Empty Heaven, 1995*

Chromogenic print, flush-mounted.

76 x 57 cm (29 $\frac{7}{8}$  x 22 $\frac{1}{2}$  in.)

One from an edition of 3 plus 1 artist's proof.

Estimate £2,000-3,000 \$3,200-4,800 €2,500-3,800 ♠

**PROVENANCE**

Galerie Bob van Orsouw, Zurich

Galerie Klemens Gasser und Tanja Grunert, Cologne

**LITERATURE***Paul Graham: Empty Heaven, Photographs from Japan, 1989-1995*, Kunstmuseum Wolfsburg; Zurich: Scalo, 1995, pl. 12*Paul Graham: Photographs 1981-2006*, Göttingen: Steidl/MACK, 2009, p. 324



184



185



184

**LARRY SULTAN** 1946-2009*Sharon Wild from The Valley, 2001*

Chromogenic print.

45.7 x 58.4 cm (17 $\frac{7}{8}$  x 22 $\frac{7}{8}$  in.)

Accompanied by a gallery Certificate of Authenticity.

One from an edition of 10.

**Estimate** £4,000-6,000 \$6,400-9,600 €5,100-7,600**PROVENANCE**

Galerie Reflex, Amsterdam

**LITERATURE***Larry Sultan: The Valley*, Göttingen: Steidl, 2004, cover and p. 113*Larry Sultan: Katherine Avenue*, Göttingen: Steidl, 2010, p. 91

185

**LARRY SULTAN** 1946-2009*Haskell Avenue from The Valley, 1998*

Chromogenic print, flush-mounted.

101.1 x 127.7 cm (39 $\frac{3}{4}$  x 50 $\frac{1}{4}$  in.)

Signed in ink on the recto. One from an edition of 10.

**Estimate** £4,000-6,000 \$6,400-9,600 €5,100-7,600**PROVENANCE**

Adam Baumgold Gallery, New York

**LITERATURE***Larry Sultan: The Valley*, Göttingen: Steidl, 2004, p. 33



186



186

**NOBUYOSHI ARAKI** b. 1940*Untitled from 67 Shooting Back, n.d.*

Chromogenic print.

58.7 x 46.8 cm (23 $\frac{1}{8}$  x 18 $\frac{3}{8}$  in.)

Signed in ink on the verso.

**Estimate** £3,000-5,000 \$4,800-8,000 €3,800-6,400**PROVENANCE**

Private Collection, Europe

187

**LISE SARFATI** b. 1958*Sloane #06 Oakland, California, 2005*

Chromogenic print.

87 x 120.6 cm (34 $\frac{1}{4}$  x 47 $\frac{1}{2}$  in.)

Signed, titled, dated and numbered 3/3 in ink on a label affixed to the reverse of the flush-mount.

**Estimate** £5,000-7,000 \$8,000-11,300 €6,400-8,900 ♠ †**PROVENANCE**

Christie's, Paris, 12 November 2011, lot 169

187



188



188

**JUERGEN TELLER** b. 1964*Boadicea Vivienne, London, 2006*

Chromogenic print.

40 x 60.6 cm (15 $\frac{3}{4}$  x 23 $\frac{7}{8}$  in.)

Number 2 from an edition of 5.

**Estimate** £1,500-2,500 \$2,400-4,000 €1,900-3,200 ‡ ♠**PROVENANCE**

Lehmann Maupin, New York





189

**TIM PARCHIKOV** b. 1983

*White Mountain, Moscow* from *Suspense*, 2007

Digital chromogenic print, Diasec mounted.

120 x 180 cm (47¼ x 70⅞ in.)

Signed, titled, dated and numbered 4/5 in ink on a label affixed to the verso. One from an edition of 5 plus 2 artist's proofs.

**Estimate** £3,000-5,000 \$4,800-8,000 €3,800-6,400 †

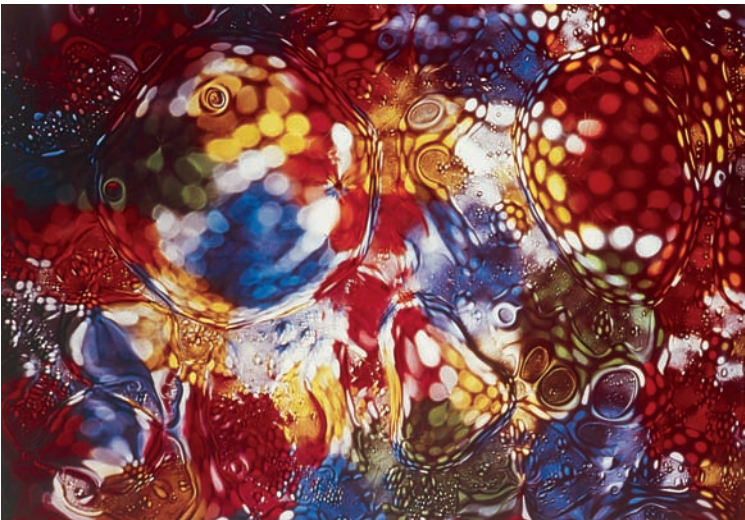
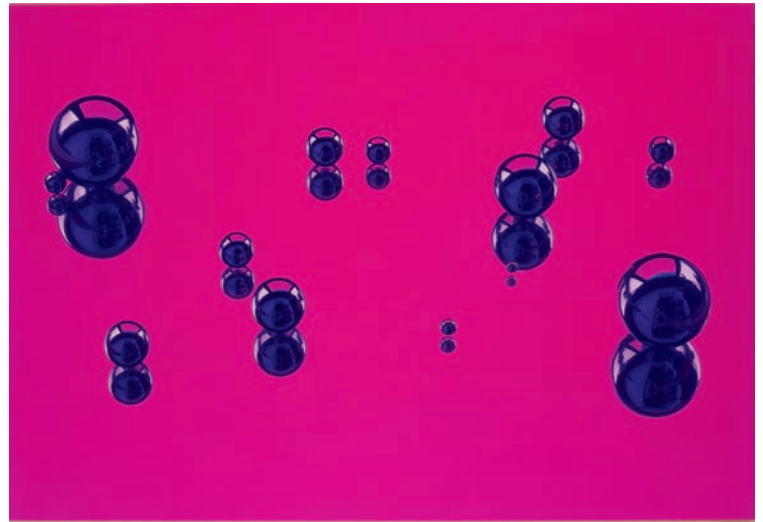
**PROVENANCE**

Galería Juana de Aizpuru, Madrid

**LITERATURE**

T. Parchikov, *Suspense*, Rome: Contrasto, 2014, p. 38





190

**PETER KEETMAN** 1916-2005

*Farbe und Struktur (Colour and Structure)*

Fleet Edition, 2004. Six dye destruction prints.

Each 42 x 60.4 cm (16½ x 23¾ in.)

Each signed in ink on the verso. Colophon. Contained in a clamshell portfolio case. One from an edition of 10 plus 1 artist's proof.

**Estimate** £5,000-7,000 \$8,000-11,300 €6,400-8,900 ♠

**PROVENANCE**

Private Collection, Germany

The images in this portfolio were taken on a commercial assignment in the late 1960s.







# ULTIMATE CONTEMPORARY

The word ULTIMATE is synonymous in dictionary terms with such phrases as 'last in series'; 'of the greatest possible size or significance'; 'the utmost element'; 'the most desirable' and 'unequalled or unsurpassed'. Works presented in ULTIMATE CONTEMPORARY are exactly that.

For the launch of ULTIMATE CONTEMPORARY, we have selected an exciting group of emerging and established artists from around the world. Many are appearing at Phillips for the very first time. The commonality among them is that each artist is represented by a single work that is unique or is the last one available for sale.

It is the ULTIMATE opportunity to acquire these works that are available only at Phillips Photographs.



ULTIMATE CONTEMPORARY

191

**COOPER & GORFER** AMERICAN b. 1974 and AUSTRIAN b. 1979

*The Trinket Dress* from *The Weather Diaries*, 2014

Archival pigment print.

152 x 114 cm (59 $\frac{7}{8}$  x 44 $\frac{7}{8}$  in.)

Signed in ink, printed title, date and number 1/1 on an artist's label affixed to the reverse of the mount.

**This work is number 1 from the sold-out edition of 1 and is unique in this size.**

Estimate £7,000-9,000 \$11,300-14,500 €8,900-11,400 †

**LITERATURE**

Cooper & Gorfer, *The Weather Diaries*, Berlin: Gestalten, 2014, p. 43

Between 2012 and 2014, the artist duo Sarah Cooper and Nina Gorfer worked on *The Weather Diaries*, a commissioned project on interpreting fashion from Iceland, Greenland and the Faroe Islands. Their exploration led them to the common theme of tradition versus modernity. In *The Trinket Dress*, the Greenlandic costume is sewn entirely of glass beads and is tremendously heavy. The isolated girl represents pride in national identity but at the same time is weighed down by the restrictions surrounding tradition. Cooper & Gorfer's works have been shown widely in the US and Europe. *The Weather Diaries* is currently on view at The National Museum of Photography in Copenhagen.

“In our work, instead of being true to what we see, we extend, supplement, deconstruct and layer our images, to portray something we cannot see – the insubstantial and intangible.”

COOPER & GORFER









ULTIMATE CONTEMPORARY

192

**JORY HULL** AMERICAN b. 1971

*Challenger (#77)* from *My Mind is Racing*, 2013

Chromogenic print.

74.6 x 112.5 cm (29<sup>3</sup>/<sub>8</sub> x 44<sup>1</sup>/<sub>4</sub> in.)

Signed, dated in ink on the reverse of the flush-mount; signed in ink, printed title and date on an artist's label affixed to the reverse of the flush-mount.

**This work is number 3 from the sold-out edition of 3 + 1 AP.**

Estimate £5,000-7,000 \$8,000-11,300 €6,400-8,900 †

**LITERATURE**

*Jory Hull: My Mind Is Racing*, Heidelberg: Kehrer, 2013, cover and p. 75

Hull's series *My Mind is Racing* depicts racing cars from the 1950s and 70s, a largely handmade era of design and fabrication. Hull transforms these machines into graphic compositions of surfaces and details. In *Challenger (#77)*, Hull captures the essence of the sublime green and the graphic "77" of this iconic Trans Am car.

ULTIMATE CONTEMPORARY

193

**EELCO BRAND** DUTCH b. 1969

*KK*, 2004

Archival pigment print, printed 2014.

110 x 110 cm (43<sup>3</sup>/<sub>4</sub> x 43<sup>3</sup>/<sub>4</sub> in.)

Signed in ink, printed title, date and number 1/1 on an artist's label affixed to reverse of the flush-mount.

**This work is number 1 from the sold-out edition of 1 and is unique in this size.**

Estimate £5,000-7,000 \$8,000-11,300 €6,400-8,900 †

Adept with digital techniques, Brand creates hyper-real images imbued with a sense of serenity. His images are not depictions of actual places or events but are imagined and calculated. In *KK* – an abbreviation for coffee cups in Dutch – we see Brand's calculated chaos of coffee cups, saucers, sugar cubes and spoons caught in mid-air. The digital realm enables him to explore infinite possibilities of detail, repetition, light and scale.









ULTIMATE CONTEMPORARY

194

**THOMAS WREDE** GERMAN b. 1963

*Football Pitch* from *Real Landscapes*, 2008

Chromogenic print, Diasc mounted.

95 x 120 cm (37<sup>3</sup>/<sub>8</sub> x 47<sup>1</sup>/<sub>4</sub> in.)

Signed, titled, dated and numbered 7/7 in ink on an artist's label affixed to the reverse of the flush-mount.

**This work is number 7 from the sold-out edition of 7.**

Estimate £7,000-9,000 \$11,300-14,500 €8,900-11,400

#### LITERATURE

T. Wrede, *Anywhere*, Heidelberg: Kehrer, 2010, p. 57

For the last fifteen years, Wrede has played a game with illusion and reality in his series *Real Landscapes*. While the landscape is first created in his mind, the process of taking the photograph is a purely analogue one. Wrede finds the location, stages it with little models, often taken from assembly kits of model railways, then photographs the scene, usually half a metre above ground level, with his large-format camera.





ULTIMATE CONTEMPORARY

195

**LAURENT CHÉHÈRE** FRENCH b. 1972

*The Linen which Dries from Flying Houses*, 2012

Archival pigment print, Diasec mounted.

120 x 120 cm (47¼ x 47¼ in.)

Signed in ink, printed title, date and number 3/5 on a Certificate of Authenticity accompanying the work.

**This work is number 3 from the sold-out edition of 5 + 2 AP.**

Estimate £5,000-7,000 \$8,000-11,300 €6,400-8,900

True to the caption for this image – “This building in La Chapelle is going far from home to dry its laundry” – Chéhère isolates buildings from their urban context and sets them free to float in his dream-like series *Flying Houses*. Inspired by a poetic vision of old Paris and the famous short film *The Red Balloon* by Albert Lamorisse, Chéhère surveys the working class neighbourhoods of Paris to shoot each element, such as the roof, walls and windows that make up his fantastical buildings.





## ULTIMATE CONTEMPORARY

196

**OLA KOLEHMAINEN** FINNISH b. 1964*Cathedral (Homage à D.F.), 2004*

Chromogenic print, Diasec mounted.

180 x 260 cm (70 $\frac{7}{8}$  x 102 $\frac{3}{8}$  in.)

Signed in ink, printed title, date and number 5/5 on an artist's label and a Certificate of Authenticity accompanying the work.

**This work is number 5 from the sold-out edition of 5 + 2 AP.****Estimate** £7,000-9,000 \$11,300-14,500 €8,900-11,400 ♠**LITERATURE***Ola Kolehmainen: Search for Mastery*, exh. cat., Museum Waldhof, Bielefelder Kunstverein, 2004, p. 92

Kolehmainen's passion for Minimalism led him to explore the subject of grids through the medium of photography. The resulting large-format works are meticulous and isolate the grid-like facades from their particular context. While Kolehmainen works mainly with architecture, he is not concerned with the function and scale of the actual buildings. He also is not interested in creating narratives. The transformation of three-dimensional forms into two-dimensional surfaces is what excites him.

## ULTIMATE CONTEMPORARY

197

**ALBERT WATSON** BRITISH b. 1942*Monkey with Masks, New York City, 1994*

Archival pigment print, flush-mounted, printed 2014.

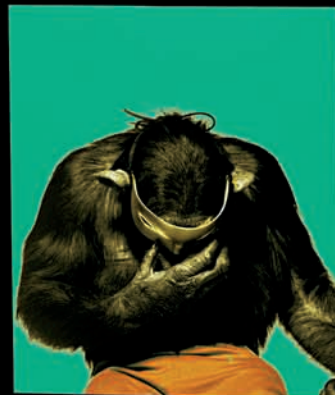
142.2 x 106.7 cm (56 x 42 in.)

Signed, titled, dated and annotated 'AP' in ink on an artist's label accompanying the work.

**This work is AP1 from the sold out edition of 10 + 2 AP and is a unique colour variant in this size.****Estimate** £12,000-18,000 \$19,300-28,900 €15,300-22,900 ‡**LITERATURE***Albert Watson: Cyclops*, Boston: Bulfinch Press, 1994, n.p.J. Crump, *Albert Watson*, London: Phaidon, 2007, p. 81*Albert Watson Contact*, exh. cat., Galería Hartmann, Barcelona, 2008, n.p. for each a variant

James Crump, the author of Watson's 2007 monograph, best explains this image: "Watson enjoyed photographing the monkeys because it was a personal project inspired by the unpredictability of these creatures. In very typical Watson fashion, he approached the subject matter graphically. The assemblage is created from a cut-up selection of individual portraits that revolve around moods and characters not dissimilar from those the photographer often extracts from his human sitters. The humorous composition is as complex as any he's ever made."







198

**GUIDO MOCAFICO** SWISS/ITALIAN b. 1962

*Serpens*, 2002-2003

Unique work comprised of six chromogenic prints, printed 2014.

Each 70 x 90 cm (27½ x 35¾ in.)

Each signed, titled, dated, numbered AP1 in ink and printed copyright credit on an artist's label affixed to the reverse of each flush-mount.

**This work is unique. Each print is AP1 from the sold-out edition of 4 + 2 AP.**

**Estimate** £60,000-80,000 \$96,500-129,000 €76,300-102,000

**LITERATURE**

P. Remy, ed., *Serpens: Guido Mocafico*, Göttingen: Steidl, 2007, n.p.

Titles include: *Dendroaspis Jamesoni Jamesoni*, 2003; *Lampropeltis Getula Californiae*, 2002; *Rhynchophis Boulengeri*, 2003; *Boiga Dendrophila Melanota*, 2003; *Bothriechis Schlegeli*, 2003; *Spilotes Pullatus*, 2003

In his visually arresting series *Serpens*, Mocafico captures beauty within danger and order within chaos. He explains, “There is absolutely no symmetry, it is fractal, anarchy. I have no control about the snakes...I’m just recording the reality of the beauty of nature which is beautiful by herself.” He explores the seemingly opposing yet often coexisting human emotions of being simultaneously terrified and fascinated or attracted and repulsed. The snake strongly embodies this dichotomy for Mocafico. He not only approaches his subject from an aesthetic viewpoint but also is concerned with the scientific – almost to the point of being forensic – to reveal “something primordial in our species.”

According to Mocafico, photographing the snakes takes about 45 minutes, during which the expert snake handler corrals the snakes into a cloth-lined, clear plastic container. Mocafico then stands two feet away, points his camera and waits for the patterns and curves to emerge. While the sides of the boxes are digitally obscured in post-production, he does not alter or edit any of the colours of the actual snakes. In the three years that Mocafico worked on this series, he photographed some 120 different species of snakes. Mocafico’s works have been exhibited internationally and are held in various collections, including the Sir Elton John Collection, Atlanta/London.

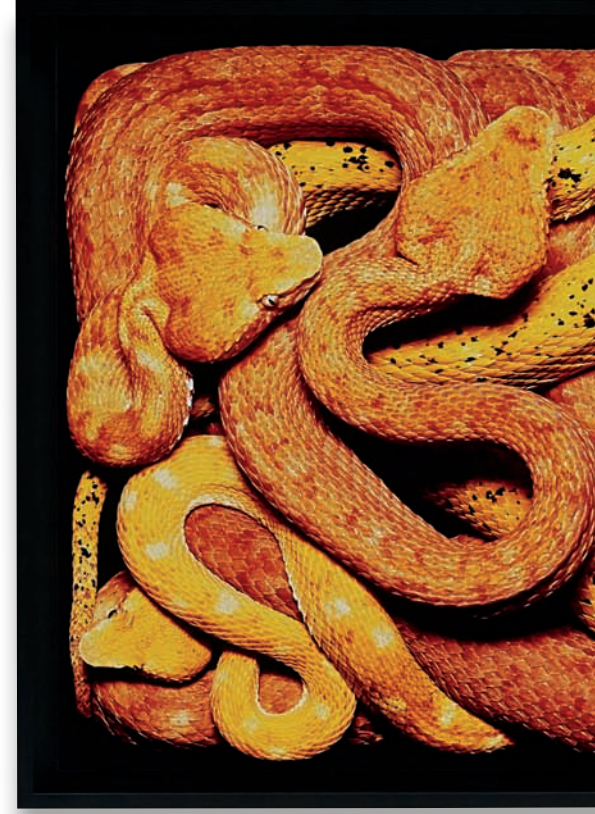
“Beauty is dangerous.”

GUIDO MOCAFICO





















## ULTIMATE CONTEMPORARY

199

**RAÏSSA VENABLES** AMERICAN b. 1977*Yellow Door*, 2001

Chromogenic print, Diasec mounted.

175 x 86 cm (68 $\frac{7}{8}$  x 33 $\frac{7}{8}$  in.)

Signed in ink, printed title, date, number 5/5 and copyright on a label affixed to the reverse of the flush-mount.

**This work is number 5 from the sold-out edition of 5 + 2 AP.****Estimate** £5,000-7,000 \$8,000-11,300 €6,400-8,900**LITERATURE***Raïssa Venables*, Ostfildern: Hatje Cantz, 2006, p. 37

In *Yellow Door*, Venables shows us a surreal interior with intoxicating colours. While the space is void of people, we still feel their presence in the half-visible room and even on the door. Her image-making process is labourious: she photographs a space from multiple angles then digitally collages the separate images to create a single image. The resulting work is a distorted, Alice-in-Wonderland version of reality.

## ULTIMATE CONTEMPORARY

200

**DENISE GRÜNSTEIN** SWEDISH b. 1950*WunderFaust*, 2013

Chromogenic print.

100 x 125 cm (39 $\frac{3}{8}$  x 49 $\frac{1}{4}$  in.)

Signed, titled, dated and numbered 5/5 in ink on a label affixed to the reverse of the flush-mount.

**This work is number 5 from the sold-out edition of 5 + 2 AP.****Estimate** £7,000-9,000 \$11,300-14,500 €8,900-11,400 †**LITERATURE***N. Östlind, The Visible - Contemporary Swedish Photography*, Malmö: Arena Bokförlaget, 2014, p. 91

Turning her gaze inwards, Grünstein used her local environment – her own studio – to create this surreal image. Confined to a corner of a barren room, a strange flesh-coloured figure disappears into its own body. In making visible what it is like to be human, Grünstein is concerned with feelings and emotions, rather than with actuality and documentation. Her metaphorical interpretation is full of ambiguities. The viewer is left to decipher the meaning behind the ballooned kneeling figure.



ULTIMATE CONTEMPORARY

201

**ERWIN OLAF** DUTCH b. 1959

*Keyhole 2*, 2011

Chromogenic print.

114 x 85.5 cm (44 $\frac{7}{8}$  x 33 $\frac{5}{8}$  in.)

Signed, titled, dated and numbered 2/7 in ink on an artist's label affixed to the reverse of the flush-mount.

**This work is number 2 from the sold-out edition of 7 + 2 AP + 1 HC.**

**Estimate** £15,000-20,000 \$24,100-32,200 €19,100-25,400 †

**LITERATURE**

E. Olaf, *Own*, *Works 1984-2012*, Antwerp: Lido, 2012, p. 5

Olaf's *Keyhole* series (2011-2012) is his definitive work on visualising the unspoken. A look through the keyhole reveals a woman who is looking away from the camera. While we do not see the expression on her face, her body language – the slight hunch of her bare back – expresses emotions of loneliness and vulnerability. Within a highly stylised framework, Olaf addresses such emotional and social taboos as shame, indignation and power relationships. Olaf's works have been exhibited internationally and are held in a number of collections, including Rijksmuseum and Stedelijk Museum, Amsterdam; and George Eastman House, Rochester.

“I think that an artist should always try to reflect his personal feelings in his work...Of course I get more serious and melancholy the older I get; such is life.”

ERWIN OLAF













ULTIMATE CONTEMPORARY

202

**KYUNG SOO KIM** KOREAN b. 1975

*Full Moon Story 04, 2007*

Archival pigment print, flush-mounted.

112 x 90 cm (44½ x 35¾ in.)

Signed, titled, dated and numbered AP 2/2 in pencil in the margin.

**This work is number AP2 from the sold-out edition of 6 + 2 AP.**

Estimate £5,000-7,000 \$8,000-11,300 €6,400-8,900

The series *Full Moon Story* originated from a commissioned project by *Vogue Korea* to re-interpret the Hanbok (traditional Korean costume). In the present image, the young girl – her sumptuous Hanbok ballooning around her – looks below at the floor where kittens roam freely. Kim explains how he achieved his lyrical and modern staging: “I wanted a neutral stage; only shadows and reflections mattered to me. Colours, faces and models were enhanced by cold and light tones, creating an almost surreal feeling.”

ULTIMATE CONTEMPORARY

203

**HELENA BLOMQVIST** SWEDISH b. 1975

*Group Portrait in Forest from The Elephant Girl, 2011*

Archival pigment print.

103.5 x 131.5 cm (40¾ x 51¾ in.)

Signed, titled, dated and numbered 6/6 in ink on a label affixed to the reverse of the flush-mount.

**This work is number 6 from the sold-out edition of 6 + 2 AP.**

Estimate £8,000-12,000 \$12,900-19,300 €10,200-15,300

Blomqvist invites the viewer into her mythical and mysterious world, inhabited by children, or their spirits, and a few imaginary animal friends. In the series *The Elephant Girl*, Blomqvist explores death, friendship, the ephemeral and the inevitable passage of time. To create this dream-like image, she built her props and a set, complete with a painted backdrop, sewed the clothing, photographed all the elements separately then digitally assembled them in post-production.





ULTIMATE CONTEMPORARY

204

**MIKLOS GAÁL** FINNISH b. 1974

*Frozen Sea*, 2005

Chromogenic print.

100 x 148 cm (39 $\frac{3}{8}$  x 58 $\frac{1}{4}$  in.)

Signed in ink, printed title, date and number 2/5 on an artist's label affixed to the reverse of the flush-mount.

**This work is number 2 from the sold-out edition of 5 + 2 AP.**

**Estimate** £7,000-9,000 \$11,300-14,500 €8,900-11,400

#### LITERATURE

*Miklos Gaál: Sightseeing Tour*, Ostfildern: Hatje Cantz, 2005, p. 30

Gaál explores a new way of seeing in his photographs by manipulating the rules of perspective without the use of digital technology. He swivels the film plate of his large-format camera to create a shallow, diagonal depth of field and blurred zones that characterise his images. These compositions, inhabited by toy-sized people, acquire a strange spatial atmosphere and a distorted sense of proportion. The viewer's sense of perspective is easily lost as the focused and out-of-focus areas do not indicate the spatial relationship between foreground and background.





ULTIMATE CONTEMPORARY

205

**ASAKO NARAHASHI** JAPANESE b. 1959

*Kawaguchiko from half awake and half asleep in the water, 2003*

Chromogenic print, printed 2014.

90 x 135 cm (35 $\frac{3}{8}$  x 53 $\frac{1}{8}$  in.)

Signed in ink, printed title, date and number AP1 on a gallery label affixed to the reverse of the flush-mount.

**This work is AP1 from the sold-out edition of 8 + 2 AP.**

Estimate £8,000-12,000 \$12,900-19,300 €10,200-15,300 †

#### LITERATURE

A. Narahashi, *half awake and half asleep in the water*, Portland: Nazraeli Press, 2007, p. 46

The series *half awake and half asleep in the water* began on a snorkelling and swimming holiday in Okinawa. Inspired by the many hours spent floating in the ocean, Narahashi used the competing feelings of comfort and seasickness caused by the waves to take photographs which capture this dual experience. Here Narahashi photographs Japan's well-known symbol Mount Fuji from Kawaguchiko (Lake Kawaguchi) and creates a new language in landscape photography by connecting water and land in an unusual way.



206

**RODNEY GRAHAM** CANADIAN b. 1949

*Welsh Oaks*, 1998

Seven gelatin silver prints.

Each 122 x 91.5 cm (48 x 36 in.) or the reverse.

Each signed, titled, dated, numbered AP 1 and '1-7' sequentially in pencil on the reverse of each flush-mount.

**This work is number AP1 from the sold-out edition of 7 + 2 AP.**

**Estimate** £100,000-150,000 \$161,000-241,000 €127,000-191,000

**PROVENANCE**

Acquired directly from the artist  
The Collection of Donald Young  
Christie's, New York, Post-War & Contemporary Afternoon Session,  
16 May 2013, lot 406

**EXHIBITED**

*How I Became a Ramblin' Man*, Donald Young Gallery, Chicago,  
September - October 1999  
*Rodney Graham and Vera Lutter: Time Traces*, DIA, New York,  
17 November 1999 - 18 June 2000  
for each, another example exhibited

**LITERATURE**

D. Zwirner, *Rodney Graham, Artist's monographs from the Friedrich Christian Flick Collection, Volume 1*, Cologne: Dumont, 2004, pp. 119-121  
*Rodney Graham: A Little Thought*, exh. cat., Art Gallery of Ontario, Toronto; The Museum of Contemporary Art, Los Angeles; Vancouver Art Gallery, 2004, pp. 121, 206

Rodney Graham's masterwork *Welsh Oaks* (1998) marks the culmination of his nearly two-decade long investigation on the theme of the inverted tree. It all began with *Camera Obscura* (1979), one of his earliest works, for which Graham constructed a walk-in camera obscura structure in a farmer's field near his family home in British Columbia. The public was invited to enter the pinhole camera to view the inverted image of a solitary tree realised on the inside back wall.

In the late 1980s, Graham moved away from the camera obscura structure and created inverted images of trees by photographing them using an 8 x 10 field camera then presenting the photographs upside-down. For his first series of inverted tree images, taken in Belgium, Graham hired a professional photographer and saw the images as 'commissioned portraits of trees'. He next travelled to the British countryside in pursuit of isolated trees and in 1990 created his series *Oxfordshire Oaks*. Eight years later, Graham returned to the British countryside to produce *Welsh Oaks*, his definitive work on the theme. With a simple yet evocative gesture of inverting the image, Graham reinterprets the solitary tree as an icon presenting the viewer with multiple narratives.

*Welsh Oaks* was taken by Graham with an 8 x 10 large-format camera using black-and-white negatives and exists in two different formats, editions and print types. Executed in an edition of two, the larger format measures 226 x 183 cm or the reverse and although monochromatic, it was produced using colour photographic papers due to its expansive size. Still monumental in size, the present lot is AP1 from the smaller format, measuring 122 x 91.5 cm or the reverse, and was produced using gelatin silver papers in an edition of seven plus two artist's proofs.

Compared with the oversized monochromatic prints, the gelatin silver prints yield a more detailed image as seen in the present work. Prints from the gelatin silver edition are held in various private and institutional collections, including The Museum of Contemporary Art, Los Angeles. This complete set comes from the collection of Donald Young (1942-2012), the pioneering Chicago contemporary art dealer, with whom Graham forged a long relationship. Young exhibited *Welsh Oaks* in his gallery in 1999.

“I was interested in the image of the inverted tree from a symbolic perspective, and from an empirical one – upside down is the way we actually ‘see’ things before the brain intervenes, and is the way things appear on the ground glass back of the field camera...”

























ULTIMATE CONTEMPORARY

207

**MARIA FRIBERG** SWEDISH b. 1966

*Alongside Us 2*, 2007

Chromogenic print.

93 x 196 cm (36 $\frac{5}{8}$  x 77 $\frac{1}{8}$  in.)

Signed, titled and numbered 5/5 in ink on the reverse of the flush-mount.

**This work is number 5 from the sold-out edition of 5 + 2 AP.**

**Estimate** £8,000-12,000 \$12,900-19,300 €10,200-15,300 †

**LITERATURE**

*Maria Friberg*, Stockholm: Self-published, 2008, p. 9

In *Alongside Us 2*, we see a man, dressed in white and barefoot, hanging in the branches of the tree, which is leafless. The whole burden of his bodyweight is transferred to the tree. Here, Friberg makes visible the act of dependence and trust. She also shows us that the man is part of something bigger: not only has he become part of the landscape but also part of a larger drawing – the bare branches resembling calligraphy and ink drawing.





ULTIMATE CONTEMPORARY

208

**MICHAEL DWECK** AMERICAN b. 1957

*Surf's Up 1, Montauk, NY, 2006*

Gelatin silver print.

67.5 x 91 cm (26 5/8 x 35 7/8 in.)

Signed, titled, dated and numbered 5/5 in ink on the reverse of the flush-mount.

**This work is number 5 from the sold-out edition of 5 + 2 AP.**

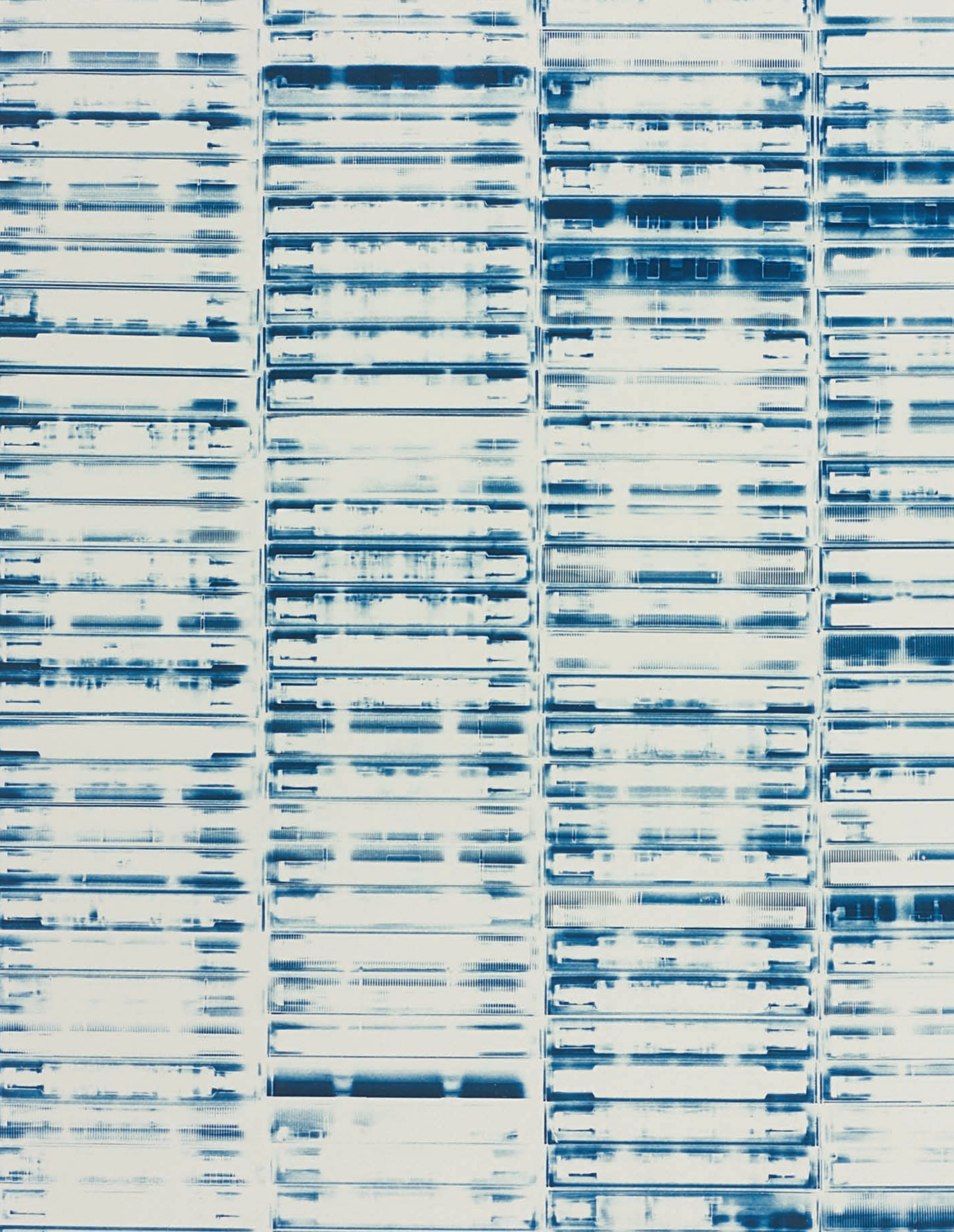
Estimate £8,000-12,000 \$12,900-19,300 €10,200-15,300 ±

#### LITERATURE

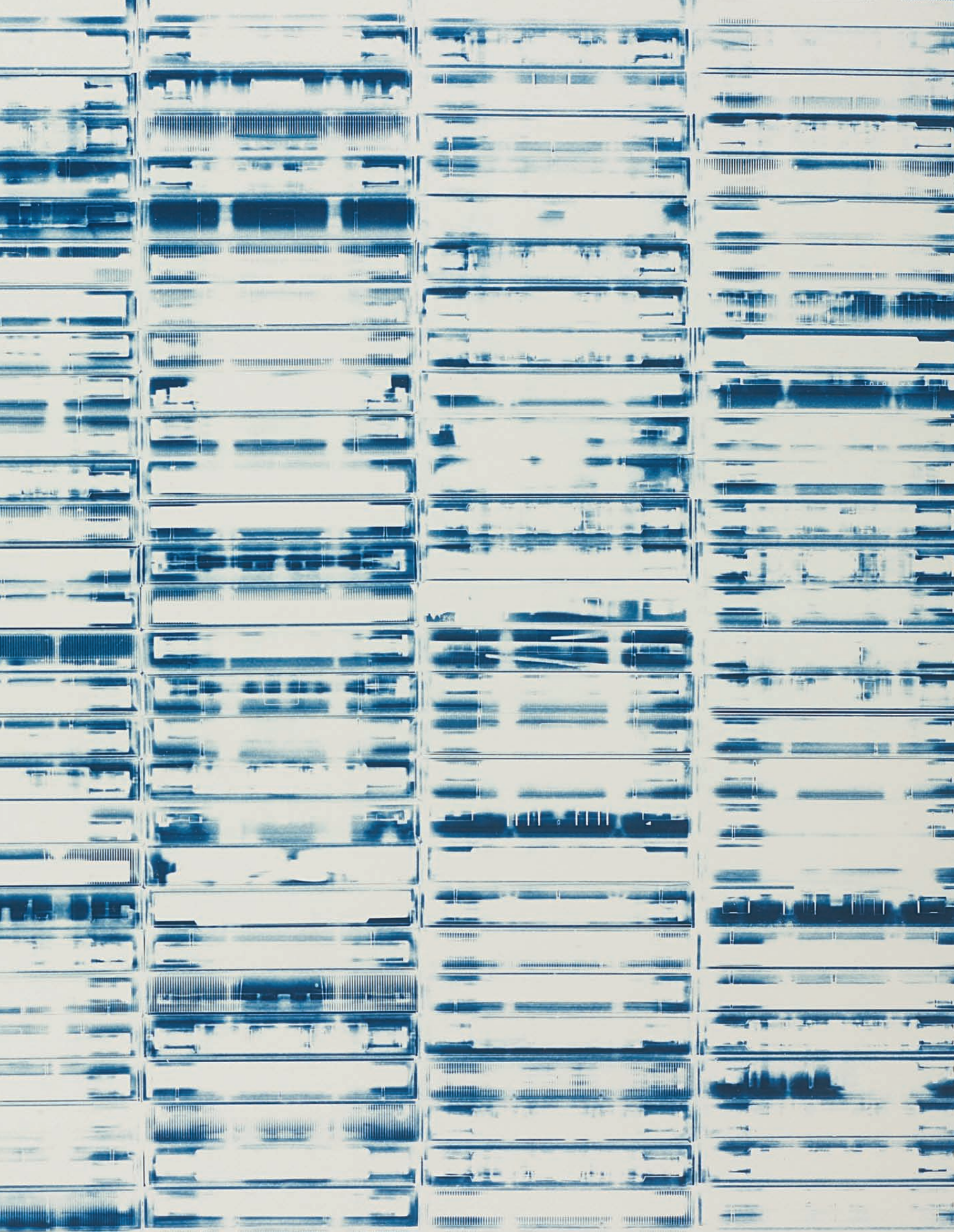
M. Dweck, 'Girls of Montauk', *Playboy*, July 2007, p. 64

Montauk, the far eastern tip of Long Island, play a formative role in Dweck's work. Inspired by its surfing subculture, Dweck first discovered the community in the 1970s then began photographing scenes around Montauk in 2002. Of his Montauk images, Dweck states, "It is an evocation of a real-world paradise lost: the paradise of summer, youth, and erotic possibility – and of a community and camaraderie in a perfect setting."











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Although the sale is conducted in pounds sterling, the pre-sale estimates in the auction catalogues may also be printed in US dollars and/or euros. Since the exchange rate is that at the time of catalogue production and not at the date of auction, you should treat estimates in US dollars or euros as a guide only.

### Catalogue Entries

Phillips may print in the catalogue entry the history of ownership of a work of art, as well as the exhibition history of the property and references to the work in art publications. While we are careful in the cataloguing process, provenance, exhibition and literature references may not be exhaustive and in some cases we may intentionally refrain from disclosing the identity of previous owners. Please note that all dimensions of the property set forth in the catalogue entry are approximate.

### Condition of Lots

Our catalogues include references to condition only in the descriptions of multiple works (e.g., prints). Such references, though, do not amount to a full description of condition. The absence of reference to the condition of a lot in the catalogue entry does not imply that the lot is free from faults or imperfections. Solely as a convenience to clients, Phillips may provide condition reports. In preparing such reports, our specialists assess the condition in a manner appropriate to the estimated value of the property and the nature of the auction in which it is included. While condition reports are prepared honestly and carefully, our staff are not professional restorers or trained conservators. We therefore encourage all prospective buyers to inspect the property at the pre-sale exhibitions and recommend, particularly in the case of any lot of significant value, that you retain your own restorer or professional advisor to report to you on the property's condition prior to bidding. Any prospective buyer of photographs or prints should always request a condition report because all such property is sold unframed, unless otherwise indicated in the condition report. If a lot is sold framed, Phillips accepts no liability for the condition of the frame. If we sell any lot unframed, we will be pleased to refer the purchaser to a professional framer.

### Pre-Auction Viewing

Pre-auction viewings are open to the public and free of charge. Our specialists are available to give advice and condition reports at viewings or by appointment.

### Electrical and Mechanical Lots

All lots with electrical and/or mechanical features are sold on the basis of their decorative value only and should not be assumed to be operative. It is essential that, prior to any intended use, the electrical system is verified and approved by a qualified electrician.

### Symbol Key

The following key explains the symbols you may see inside this catalogue.

### ○ Guaranteed Property

The seller of lots with this symbol has been guaranteed a minimum price. The guarantee may be provided by Phillips, by a third party or jointly by us and a third party. Phillips and third parties providing or participating in a guarantee may benefit financially if a guaranteed lot is sold successfully and may incur a loss if the sale is not successful. A third party guarantor may also bid for the guaranteed lot and may be allowed to net the financial remuneration received in connection with the guarantee against the final purchase price if such party is the successful bidder.

### △ Property in which Phillips has an Ownership Interest

Lots with this symbol indicate that Phillips owns the lot in whole or in part or has an economic interest in the lot equivalent to an ownership interest.

### ● No Reserve

Unless indicated by a ●, all lots in this catalogue are offered subject to a reserve. A reserve is the confidential value established between Phillips and the seller and below which a lot may not be sold. The reserve for each lot is generally set at a percentage of the low estimate and will not exceed the low pre-sale estimate.

### ♠ Property Subject to the Artist's Resale Right

Lots marked with ♠ are subject to the Artist's Resale Right calculated as a percentage of the hammer price and payable as part of the purchase price as follows:

Portion of the Hammer Price (in EUR)	Royalty Rate
From 0 to 50,000	4%
From 50,000.01 to 200,000	3%
From 200,000.01 to 350,000	1%
From 350,000.01 to 500,000	0.5%
Exceeding 500,000	0.25%

The Artist's Resale Right applies where the hammer price is EUR 1,000 or more, subject to a maximum royalty per lot of EUR 12,500. Calculation of the Artist's Resale Right will be based on the pounds sterling/euro reference exchange rate quoted on the date of the sale by the European Central Bank.

### Σ Endangered Species

Lots with this symbol have been identified at the time of cataloguing as containing endangered or other protected species of wildlife which may be subject to restrictions regarding export or import and which may require permits for export as well as import. Please refer to Paragraph 4 of the Guide for Prospective Buyers and Paragraph 11 of the Conditions of Sale.

### †, §, ‡, or Ω Property Subject to VAT

Please refer to the section entitled 'VAT and Other Tax Information for Buyers' in this catalogue for additional information.

## 2 BIDDING IN THE SALE

### Bidding at Auction

Bids may be executed during the auction in person by paddle, by telephone, online or prior to the sale in writing by absentee bid. Proof of identity in the form of government-issued identification will be required, as will an original signature. We may also require that you furnish us with a bank reference. Please note that buyers bidding in person, by telephone, online or by absentee bid will not have the right to cancel the sale of any lot purchased under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

### Bidding in Person

To bid in person, you will need to register for and collect a paddle before the auction begins. New clients are encouraged to register at least 48 hours in advance of a sale to allow sufficient time for us to process your information. All lots sold will be invoiced to the name and address to which the paddle has been registered and invoices cannot be transferred to other names and addresses. Please do not misplace your paddle. In the event you lose it, inform a Phillips staff member immediately. At the end of the auction, please return your paddle to the registration desk.

### Bidding by Telephone

If you cannot attend the auction, you may bid live on the telephone with one of our multilingual staff members. This service must be arranged at least 24 hours in advance of the sale and is available for lots whose low pre-sale estimate is at least £500. Telephone bids may be recorded. By bidding on the telephone, you consent to the recording of your conversation. We suggest that you leave a maximum bid, excluding the buyer's premium and VAT, which we can execute on your behalf in the event we are unable to reach you by telephone.

### Online Bidding

If you cannot attend the auction in person, you may bid online on our online live bidding platform available on our website at [www.phillips.com](http://www.phillips.com) (Flash plugin is required). You must pre-register by clicking on 'Buy' in the drop-down menu under the 'Buy and Sell' button on the Home Page, then click on 'pre-register' under 'ONLINE LIVE BIDDING.' You must pre-register at least 24 hours before the start of the auction in order to be approved by our bid department. Please note that corporate firewalls may cause difficulties for online bidders.



### Absentee Bids

If you are unable to attend the auction and cannot participate by telephone, Phillips will be happy to execute written bids on your behalf. A bidding form can be found at the back of this catalogue. This service is free and confidential. Bids must be placed in the currency of the sale. Our staff will attempt to execute an absentee bid at the lowest possible price taking into account the reserve and other bidders. Always indicate a maximum bid, excluding the buyer's premium and VAT. Unlimited bids will not be accepted. Any absentee bid must be received at least 24 hours in advance of the sale. In the event of identical bids, the earliest bid received will take precedence.

### Employee Bidding

Employees of Phillips and our affiliated companies, including the auctioneer, may bid at the auction by placing absentee bids so long as they do not know the reserve when submitting their absentee bids and otherwise comply with our employee bidding procedures.

### Bidding Increments

Bidding generally opens below the low estimate and advances in increments of up to 10%, subject to the auctioneer's discretion. Absentee bids that do not conform to the increments set below may be lowered to the next bidding increment.

UK£50 to UK£1,000	by UK£50s
UK£1,000 to UK£2,000	by UK£100s
UK£2,000 to UK£3,000	by UK£200s
UK£3,000 to UK£5,000	by UK£200s, 500, 800 (e.g. UK£4,200, 4,500, 4,800)
UK£5,000 to UK£10,000	by UK£500s
UK£10,000 to UK£20,000	by UK£1,000s
UK£20,000 to UK£30,000	by UK£2,000s
UK£30,000 to UK£50,000	by UK£2,000s, 5,000, 8,000
UK£50,000 to UK£100,000	by UK£5,000s
UK£100,000 to UK£200,000	by UK£10,000s
above UK£200,000	at the auctioneer's discretion

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

## 3 THE AUCTION

### Conditions of Sale

As noted above, the auction is governed by the Conditions of Sale and Authorship Warranty. All prospective bidders should read them carefully. They may be amended by saleroom addendum or auctioneer's announcement.

### Interested Parties Announcement

In situations where a person allowed to bid on a lot has a direct or indirect interest in such lot, such as the beneficiary or executor of an estate selling the lot, a joint owner of the lot or a party providing or participating in a guarantee on the lot, Phillips will make an announcement in the saleroom that interested parties may bid on the lot.

### Consecutive and Responsive Bidding; No Reserve Lots

The auctioneer may open the bidding on any lot by placing a bid on behalf of the seller. The auctioneer may further bid on behalf of the seller up to the amount of the reserve by placing consecutive bids or bids in response to other bidders. If a lot is offered without reserve, unless there are already competing absentee bids, the auctioneer will generally open the bidding at 50% of the lot's low pre-sale estimate. In the absence of a bid at that level, the auctioneer will proceed backwards at his or her discretion until a bid is recognized and will then advance the bidding from that amount. Absentee bids on no reserve lots will, in the absence of a higher bid, be executed at approximately 50% of the low pre-sale estimate or at the amount of the bid if it is less than 50% of the low pre-sale estimate. If there is no bid whatsoever on a no reserve lot, the auctioneer may deem such lot unsold.

## 4 AFTER THE AUCTION

### Payment

Buyers are required to pay for purchases immediately following the auction unless other arrangements have been agreed with Phillips in writing in advance of the sale. Payment must be made in pounds sterling either by cash, cheque drawn on a UK bank or wire transfer, as noted in Paragraph 6 of the Conditions of Sale. It is our corporate policy not to make or accept single or multiple payments in cash or cash equivalents in excess of the local currency equivalent of US\$10,000.

### Credit Cards

As a courtesy to clients, Phillips will accept American Express, Visa, MasterCard, UnionPay (for in-person transactions only) and UK-issued debit cards to pay for invoices of £50,000 or less. A processing fee will apply.

### Collection

It is our policy to request proof of identity on collection of a lot. A lot will be released to the buyer or the buyer's authorized representative when Phillips has received full and

cleared payment and we are not owed any other amount by the buyer. After the auction, we will transfer all lots to our fine art storage facility located near Wimbledon and will so advise all buyers. If you are in doubt about the location of your purchase, please contact the Shipping Department prior to arranging collection. We will levy removal, interest, storage and handling charges on uncollected lots.

### Loss or Damage

Buyers are reminded that Phillips accepts liability for loss or damage to lots for a maximum of seven days following the auction.

### Transport and Shipping

As a free service for buyers, Phillips will wrap purchased lots for hand carry only. We do not provide packing, handling or shipping services directly. However, we will coordinate with shipping agents instructed by you in order to facilitate the packing, handling and shipping of property purchased at Phillips. Please refer to Paragraph 7 of the Conditions of Sale for more information.

### Export and Import Licences

Before bidding for any property, prospective bidders are advised to make independent enquiries as to whether a licence is required to export the property from the United Kingdom or to import it into another country. It is the buyer's sole responsibility to comply with all import and export laws and to obtain any necessary licences or permits. The denial of any required licence or permit or any delay in obtaining such documentation will not justify the cancellation of the sale or any delay in making full payment for the lot.

### Endangered Species

Items made of or incorporating plant or animal material, such as coral, crocodile, ivory, whalebone, rhinoceros horn or tortoiseshell, irrespective of age, percentage or value, may require a licence or certificate prior to exportation and additional licences or certificates upon importation to any country outside the European Union (EU). Please note that the ability to obtain an export licence or certificate does not ensure the ability to obtain an import licence or certificate in another country, and vice versa. We suggest that prospective bidders check with their own government regarding wildlife import requirements prior to placing a bid. It is the buyer's sole responsibility to obtain any necessary export or import licences or certificates as well as any other required documentation. Please note that the United States prohibits the importation of any item containing elephant ivory. This prohibition applies regardless of the item's age and even to items that qualify as antiques. With regard to any item containing endangered species other than elephant ivory, an importer into the United States must provide documented evidence of the species identification and age of an object in order to demonstrate that the item qualifies as an antique. This will require the buyer to obtain an independent appraisal certifying the species of endangered material on the object and certifying that the object is not less than 100 years of age. Prospective buyers planning to import objects containing endangered species into the United States may not rely on Phillips cataloguing to establish the species of endangered material on the object or to establish the age of the object, and must consult with an qualified independent appraiser prior to placing bids on the lot. The denial of any required licence or certificate or any delay in obtaining such documentation will not justify the cancellation of the sale or any delay in making full payment for the lot. Please note that lots containing potentially regulated plant or animal material are marked as a convenience to our clients, but Phillips does not accept liability for errors or for failing to mark lots containing protected or regulated species.

## IMPORTANT NOTICES

### Items Sold under Temporary Admission

We wish to draw your attention to changes recently made to items sold under temporary admission (originally called temporary importation). The cancelling or refunding of applicable VAT is now subject to items being exported from the EU within 30 days of payment, rather than 90 days from the date of sale as previously required. For up-to-date information on this matter, please refer to the section entitled VAT and Other Tax Information for Buyers below.

### Identification of Business or Trade Buyers

As of January 2010, Her Majesty's Revenue & Customs ('HMRC') has made it an official requirement for auction houses to hold evidence of a buyer's business status, due to the revised VAT rules regarding buyer's premium for lots with symbols for businesses outside the UK.

- Where the buyer is a non-EU business, Phillips requires evidence of the business status by means of the company identification, Certificate of Incorporation, Articles of Association or government-issued documents showing that the company exists.
- Where the buyer is an EU VAT registered business, Phillips requires the business's VAT registration number.

These details can be scanned and emailed to us, or alternatively they can be faxed or mailed. **If these requirements are not met, we will be unable to cancel/refund any applicable VAT.**



## VAT AND OTHER TAX INFORMATION FOR BUYERS

The following paragraphs provide general information to buyers on the VAT and certain other potential tax implications of purchasing property at Phillips. This information is not intended to be complete. In all cases, the relevant tax legislation takes precedence, and the VAT rates in effect on the day of the auction will be the rates charged. It should be noted that, for VAT purposes only, Phillips is not usually treated as agent and most property is sold as if it is the property of Phillips. In the following paragraphs, reference to VAT symbols shall mean those symbols located beside the lot number or the pre-sale estimates in the catalogue (or amending saleroom addendum).

### 1 PROPERTY WITH NO VAT SYMBOL

Where there is no VAT symbol, Phillips is able to use the Auctioneer's Margin Scheme, and VAT will not normally be charged on the hammer price. Phillips must bear VAT on the buyer's premium. Therefore, we will charge an amount in lieu of VAT at 20% on the buyer's premium. This amount will form part of the buyer's premium on our invoice and will not be separately identified.

### 2 PROPERTY WITH A † SYMBOL

These lots will be sold under the normal UK VAT rules, and VAT will be charged at 20% on both the hammer price and buyer's premium. Where the buyer is a relevant business person in the EU (non-UK) or is a relevant business person in a non-EU country then no VAT will be charged on the buyer's premium. This is subject to Phillips being provided with evidence of the buyer's VAT registration number in the relevant Member State (non-UK) or the buyer's business status in a non-EU country such as the buyer's Tax Registration Certificate. Should this evidence not be provided then VAT will be charged on the buyer's premium.

### 3 PROPERTY WITH A \$ SYMBOL

Lots sold to buyers whose registered address is in the EU will be assumed to be remaining in the EU. The property will be invoiced as if it had no VAT symbol. However, if an EU buyer advises us that the property is to be exported from the EU, Phillips will re-invoice the property under the normal VAT rules. Lots sold to buyers whose address is outside the EU will be assumed to be exported from the EU. The property will be invoiced under the normal VAT rules. Although the hammer price will be subject to VAT, the VAT will be cancelled or refunded upon export. The buyer's premium will always bear VAT unless the buyer is a relevant business person in the EU (non-UK) or is a relevant business person in a non-EU country, subject to Phillips receiving evidence of the buyer's VAT registration number in the relevant Member State (non-UK) or the buyer's business status in a non-EU country such as the buyer's Tax Registration Certificate. Should this evidence not be provided VAT will be charged on the buyer's premium.

### 4 PROPERTY SOLD WITH A ‡ OR Ω SYMBOL

These lots have been imported from outside the EU to be sold at auction under temporary admission. Property subject to temporary admission will be offered under the Auctioneer's Margin Scheme and will be subject to import VAT of either 5% or 20%, marked by ‡ and Ω respectively, on the hammer price and an amount in lieu of VAT at 20% on the buyer's premium. Anyone who wishes to buy outside the Auctioneer's Margin Scheme should notify the Client Accounting Department before the sale.

Where lots are sold outside the Auctioneer's Margin Scheme and the buyer is a relevant business person in the EU (non-UK) or is a relevant business person in a non-EU country then no VAT will be charged on the buyer's premium. This is subject to Phillips receiving evidence of the buyer's VAT registration number in the relevant Member State (non-UK) or the buyer's business status in a non-EU country such as the buyer's Tax Registration Certificate. Should this evidence not be provided VAT will be charged on the buyer's premium.

### 5 EXPORTS FROM THE EUROPEAN UNION

The following types of VAT may be cancelled or refunded by Phillips on exports made within three months of the sale date if strict conditions are met:

- The amount in lieu of VAT charged on the buyer's premium for property sold under the Auctioneer's Margin Scheme (i.e., without a VAT symbol).
- The VAT on the hammer price for property sold under the normal VAT rules (i.e., with a † or a \$ symbol).

**The following type of VAT may be cancelled or refunded by Phillips on exports made within 30 days of payment date if strict conditions are met:**

- The import VAT charged on the hammer price and an amount in lieu of VAT on the buyer's premium for property sold under temporary admission (i.e., with a ‡ or a Ω symbol) under the Auctioneer's Margin Scheme.

In each of the above examples, where the appropriate conditions are satisfied, no VAT will be charged if, at or before the time of invoicing, the buyer instructs Phillips to export the property from the EU. This will require acceptance of an export quotation provided by Phillips. If such instruction is received after payment, a refund of the VAT amount will be made.

Where the buyer carries purchases from the EU personally or uses the services of a third party, Phillips will charge the VAT amount due as a deposit and refund it **if the lot has been exported within the timelines specified below** and either of the following conditions are met:

- For lots sold under the Auctioneer's Margin Scheme or the normal VAT rules, Phillips is provided with appropriate original documentary proof of export from the EU within three months of the date of sale. Buyers carrying their own property should obtain hand-carry papers from the Shipping Department to facilitate this process.
- For lots sold under temporary admission, Phillips is provided with the original correct paperwork duly completed and stamped by HMRC which shows the property has been exported from the EU via the UK within 30 days of payment date. It is essential for shippers acting on behalf of buyers to collect copies of original import papers from our Shipping Department. HMRC insist that the correct customs procedures are followed and Phillips will not be able to issue any refunds where the export documents do not exactly comply with governmental regulations. Property subject to temporary admission must be transferred to another customs procedure immediately if any restoration or repair work is to be carried out.

Buyers carrying their own property must obtain hand-carry papers from the Shipping Department, for which a charge of £20 will be made. The VAT refund will be processed once the appropriate paperwork has been returned to Phillips. Phillips is not able to cancel or refund any VAT charged on sales made to UK or EU private residents unless the lot is subject to temporary admission and the property is exported from the EU **within 30 days of payment date**. Any refund of VAT is subject to a minimum of £50 per shipment and a processing charge of £20.

Buyers intending to export, repair, restore or alter lots under temporary admission should notify the Shipping Department before collection. Failure to do so may result in the import VAT becoming payable immediately and Phillips being unable to refund the VAT charged on deposit.

### 6 VAT REFUNDS FROM HM REVENUE & CUSTOMS

Where VAT charged cannot be cancelled or refunded by Phillips, it may be possible to seek repayment from HMRC. Repayments in this manner are limited to businesses located outside the UK and may be considered for example for Import VAT charged on the hammer price for lots sold under temporary admission.

All claims made by customers located in another member state to the UK will need to be made under a new mechanism from 1 January 2010. The process prior to 1 January 2010 is no longer in operation.

If you are located in an EU member state other than the UK you will now need to apply for a refund of UK VAT directly to your local tax authority. This is done via submission of an electronically based claim form which should be accessed through the website of your local tax authority. As a result, your form may include VAT incurred in a number of member states. Furthermore, from 1 January 2010 you should only submit one form per year, rather than submitting forms throughout the year.

Please note that the time limits by which you must make a claim have been extended. When making a claim for VAT incurred in another EU member state any claim will still be made on a **calendar year basis** but must now be made no later than **30 September** following that calendar year. This effectively extends the time by which claims should be made by three months (e.g., for VAT incurred in the year 1 January to 31 December 2010 you should make a claim to your local tax authority no later than 30 September 2011). Once you have submitted the electronic form to your local tax authority it is their responsibility to ensure that payment is obtained from the relevant member states. This should be completed within four months. If this time limit is not adhered to you may receive interest on the unpaid amounts.

If you are located outside the EU you should apply for a refund of UK VAT directly to HMRC (the rules for those located outside of the EU have not changed). Claim forms are only available from the HMRC website. Go to [hmrc.gov.uk](http://hmrc.gov.uk), select Forms under Quick Links and then Find a Form. The relevant form is VAT65A. Completed forms should be returned to: HM Revenue & Customs, VAT Overseas Repayments, 8th/13th Directive, PO Box 34, Foyle House, Duncreggan Road, Londonderry BT48 7AE, Northern Ireland, (tel) +44 (0)2871 305100 (fax) +44 (0)2871 305101, [email enq.oru.ni@hmrc.gsi.gov.uk](mailto:enq.oru.ni@hmrc.gsi.gov.uk).

You should submit claims for VAT to HMRC no later than **six months** from the end of the 12 month period ending **30 June** (e.g., claims for the period 1 July 2011 to 30 June 2012 should be made no later than 31 December 2012).

Please note that refunds of VAT will only be made where VAT has been incurred for a business purpose. Any VAT incurred on articles bought for personal use will not be refunded.

### 7 SALES AND USE TAXES

Buyers from outside the UK should note that local sales taxes or use taxes may become payable upon import of lots following purchase. Buyers should consult their own tax advisors.



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## CONDITIONS OF SALE

The Conditions of Sale and Authorship Warranty set forth below govern the relationship between bidders and buyers, on the one hand, and Phillips and sellers, on the other hand. All prospective buyers should read these Conditions of Sale and Authorship Warranty carefully before bidding.

### 1 INTRODUCTION

Each lot in this catalogue is offered for sale and sold subject to: (a) the Conditions of Sale and Authorship Warranty; (b) additional notices and terms printed in other places in this catalogue, including the Guide for Prospective Buyers and (c) supplements to this catalogue or other written material posted by Phillips in the saleroom, in each case as amended by any addendum or announcement by the auctioneer prior to the auction. By bidding at the auction, whether in person, through an agent, by written bid, by telephone bid or other means, bidders and buyers agree to be bound by these Conditions of Sale, as so changed or supplemented, and Authorship Warranty. These Conditions of Sale, as so changed or supplemented, and Authorship Warranty contain all the terms on which Phillips and the seller contract with the buyer.

### 2 PHILLIPS AS AGENT

Phillips acts as an agent for the seller, unless otherwise indicated in this catalogue or at the time of auction. On occasion, Phillips may own a lot directly, in which case we will act in a principal capacity as a consignor, or a company affiliated with Phillips may own a lot, in which case we will act as agent for that company, or Phillips or an affiliated company may have a legal, beneficial or financial interest in a lot as a secured creditor or otherwise.

### 3 CATALOGUE DESCRIPTIONS AND CONDITION OF PROPERTY

Lots are sold subject to the Authorship Warranty, as described in the catalogue (unless such description is changed or supplemented, as provided in Paragraph 1 above) and in the condition that they are in at the time of the sale on the following basis.

(a) The knowledge of Phillips in relation to each lot is partially dependent on information provided to us by the seller and Phillips is not able to and does not carry out exhaustive due diligence on each lot. Prospective buyers acknowledge this fact and accept responsibility for carrying out inspections and investigations to satisfy themselves as to the lots in which they may be interested. Notwithstanding the foregoing, we shall exercise such reasonable care when making express statements in catalogue descriptions or condition reports as is consistent with our role as auctioneer of lots in this sale and in light of (i) the information provided to us by the seller; (ii) scholarship and technical knowledge and (iii) the generally accepted opinions of relevant experts, in each case at the time any such express statement is made.

(b) Each lot offered for sale at Phillips is available for inspection by prospective buyers prior to the auction. Phillips accepts bids on lots on the basis that bidders (and independent experts on their behalf, to the extent appropriate given the nature and value of the lot and the bidder's own expertise) have fully inspected the lot prior to bidding and have satisfied themselves as to both the condition of the lot and the accuracy of its description.

(c) Prospective buyers acknowledge that many lots are of an age and type which means that they are not in perfect condition. As a courtesy to clients, Phillips may prepare and provide condition reports to assist prospective buyers when they are inspecting lots. Catalogue descriptions and condition reports may make reference to particular imperfections of a lot, but bidders should note that lots may have other faults not expressly referred to in the catalogue or condition report. All dimensions are approximate. Illustrations are for identification purposes only and cannot be used as precise indications of size or to convey full information as to the actual condition of lots.

(d) Information provided to prospective buyers in respect of any lot, including any pre-sale estimate, whether written or oral, and information in any catalogue, condition or other report, commentary or valuation, is not a representation of fact but rather a statement of opinion held by Phillips. Any pre-sale estimate may not be relied on as a prediction of the selling price or value of the lot and may be revised from time to time by Phillips at our absolute discretion. Neither Phillips nor any of our affiliated companies shall be liable for any difference between the pre-sale estimates for any lot and the actual price achieved at auction or upon resale.

### 4 BIDDING AT AUCTION

(a) Phillips has absolute discretion to refuse admission to the auction or participation in the sale. All bidders must register for a paddle prior to bidding, supplying such information and references as required by Phillips.

(b) As a convenience to bidders who cannot attend the auction in person, Phillips may, if so instructed by the bidder, execute written absentee bids on a bidder's behalf. Absentee bidders are required to submit bids on the Absentee Bid Form, a copy of which is printed in this catalogue or otherwise available from Phillips. Bids must be placed in the currency of the sale. The bidder must clearly indicate the maximum amount he or she intends to bid, excluding the buyer's premium and value added tax (VAT). The auctioneer will not accept an instruction to execute an absentee bid which does not indicate such maximum bid. Our staff will attempt to execute an absentee bid at the lowest possible price taking into account the reserve and other bidders. Any absentee bid must be received at least 24 hours in advance of the sale. In the event of identical bids, the earliest bid received will take precedence.

(c) Telephone bidders are required to submit bids on the Telephone Bid Form, a copy of which is printed in this catalogue or otherwise available from Phillips. Telephone bidding is available for lots whose low pre-sale estimate is at least £500. Phillips reserves the right to require written confirmation of a successful bid from a telephone bidder by fax or otherwise immediately after such bid is accepted by the auctioneer. Telephone bids may be recorded and, by bidding on the telephone, a bidder consents to the recording of the conversation.

(d) Bidders may participate in an auction by bidding online through Phillips's online live bidding platform available on our website at [www.phillips.com](http://www.phillips.com). To bid online, bidders must register online at least 24 hours before the start of the auction. Online bidding is subject to approval by Phillips's bid department in our sole discretion. As noted in Paragraph 3 above, Phillips encourages online bidders to inspect prior to the auction any lot(s) on which they may bid, and condition reports are available upon request. Bidding in a live auction can progress quickly. To ensure that online bidders are not placed at a disadvantage when bidding against bidders in the room or on the telephone, the procedure for placing bids through Phillips's online bidding platform is a one-step process. By clicking the bid button on the computer screen, a bidder submits a bid. Online bidders acknowledge and agree that bids so submitted are final and may not under any circumstances be amended or retracted. During a live auction, when bids other than online bids are placed, they will be displayed on the online bidder's computer screen as 'floor', 'phone' or 'paddle no' bids. 'Floor' bids include bids made by the auctioneer to protect the reserve. In the event that an online bid and a 'floor' or 'phone' bid are identical, the 'floor' or 'phone' bid will take precedence. The next bidding increment is shown for the convenience of online bidders under the bid button. The bidding increment available to online bidders may vary from the next bid actually taken by the auctioneer, as the auctioneer may deviate from Phillips's standard increments at any time at his or her discretion, but an online bidder may only place a bid in a whole bidding increment. Phillips's bidding increments are published in the Guide for Prospective Buyers.

(e) When making a bid, whether in person, by absentee bid, on the telephone or online, a bidder accepts personal liability to pay the purchase price, as described more fully in Paragraph 6 (a) below, plus all other applicable charges unless it has been explicitly agreed in writing with Phillips before the commencement of the auction that the bidder is acting as agent on behalf of an identified third party acceptable to Phillips and that we will only look to the principal for such payment.

(f) By participating in the auction, whether in person, by absentee bid, on the telephone or online, each prospective buyer represents and warrants that any bids placed by such person, or on such person's behalf, are not the product of any collusive or other anti-competitive agreement and are otherwise consistent with federal and state antitrust law.

(g) Arranging absentee, telephone and online bids is a free service provided by Phillips to prospective buyers. While we undertake to exercise reasonable care in undertaking such activity, we cannot accept liability for failure to execute such bids except where such failure is caused by our willful misconduct.

(h) Employees of Phillips and our affiliated companies, including the auctioneer, may bid at the auction by placing absentee bids so long as they do not know the reserve when submitting their absentee bids and otherwise comply with our employee bidding procedures.

### 5 CONDUCT OF THE AUCTION

(a) Unless otherwise indicated by the symbol •, each lot is offered subject to a reserve, which is the confidential minimum selling price agreed by Phillips with the seller. The reserve will not exceed the low pre-sale estimate at the time of the auction.

(b) The auctioneer has discretion at any time to refuse any bid, withdraw any lot, re-offer a lot for sale (including after the fall of the hammer) if he or she believes there may be error or dispute and take such other action as he or she deems reasonably appropriate. Phillips shall have no liability whatsoever for any such action taken by the auctioneer. If any dispute arises after the sale, our sale record is conclusive. The auctioneer may accept bids made by a company affiliated with Phillips provided that the bidder does not know the reserve placed on the lot.

(c) The auctioneer will commence and advance the bidding at levels and in increments he or she considers appropriate. In order to protect the reserve on any lot, the auctioneer may place one or more bids on behalf of the seller up to the reserve without indicating he or she is doing so, either by placing consecutive bids or bids in response to other bidders. If a lot is offered without reserve, unless there are already competing absentee bids, the auctioneer will generally open the bidding at 50% of the lot's low pre-sale estimate. In the absence of a bid at that level, the auctioneer will proceed backwards at his or her discretion until a bid is recognized and will then advance the bidding from that amount. Absentee bids on no reserve lots will, in the absence of a higher bid, be executed at approximately 50% of the low pre-sale estimate or at the amount of the bid if it is less than 50% of the low pre-sale estimate. If there is no bid whatsoever on a no reserve lot, the auctioneer may deem such lot unsold.

(d) The sale will be conducted in pounds sterling and payment is due in pounds sterling. For the benefit of international clients, pre-sale estimates in the auction catalogue may



be shown in US dollars and/or euros and, if so, will reflect approximate exchange rates. Accordingly, estimates in US dollars or euros should be treated only as a guide.

(e) Subject to the auctioneer's reasonable discretion, the highest bidder accepted by the auctioneer will be the buyer and the striking of the hammer marks the acceptance of the highest bid and the conclusion of a contract for sale between the seller and the buyer. Risk and responsibility for the lot passes to the buyer as set forth in Paragraph 7 below.

(f) If a lot is not sold, the auctioneer will announce that it has been 'passed', 'withdrawn', 'returned to owner' or 'bought-in'.

(g) Any post-auction sale of lots offered at auction shall incorporate these Conditions of Sale and Authorship Warranty as if sold in the auction.

## 6 PURCHASE PRICE AND PAYMENT

(a) The buyer agrees to pay us, in addition to the hammer price of the lot, the buyer's premium, plus any applicable value added tax (VAT) and any applicable resale royalty (the 'Purchase Price'). The buyer's premium is 25% of the hammer price up to and including £50,000, 20% of the portion of the hammer price above £50,000 up to and including £1,000,000 and 12% of the portion of the hammer price above £1,000,000. Phillips reserves the right to pay from our compensation an introductory commission to one or more third parties for assisting in the sale of property offered and sold at auction. (b) VAT is payable in accordance with applicable law. All prices, fees, charges and expenses set out in these Conditions of Sale are quoted exclusive of VAT.

(c) If the Artist's Resale Right Regulations 2006 apply to the lot, the buyer agrees to pay to us an amount equal to the resale royalty provided for in those regulations and we undertake to the buyer to pay such amount to the artist's collection agent. In circumstances where (i) we are on notice that the resale royalty is payable or (ii) we have not been able to ascertain the nationality of the artist, we will identify the lot with the symbol ♣ next to the lot number and will invoice the resale royalty to the buyer. If we subsequently determine that the nationality of the artist does not entitle him/her to the resale royalty on the lot, we will arrange a refund to the buyer of the amount of the royalty paid to us. If, after a sale in which we did not collect the resale royalty on a particular lot, we become aware that information provided to us prior to the auction concerning an artist's nationality was incorrect and the artist is entitled to the resale royalty on the lot, the buyer shall pay the resale royalty to us upon receipt of an invoice.

(d) Unless otherwise agreed, a buyer is required to pay for a purchased lot immediately following the auction regardless of any intention to obtain an export or import license or other permit for such lot. Payments must be made by the invoiced party in pounds sterling either by cash, cheque drawn on a UK bank or wire transfer, as follows:

(i) Phillips will accept payment in cash provided that the total amount paid in cash or cash equivalents does not exceed the local currency equivalent of US\$10,000.

(ii) Personal cheques and banker's drafts are accepted if drawn on a UK bank and the buyer provides to us acceptable government-issued identification. Cheques and banker's drafts should be made payable to Phillips Auctioneers Ltd. If payment is sent by post, please send the cheque or banker's draft to the attention of the Client Accounting Department at 30 Berkeley Square, London, W1J6EX and ensure that the sale number is written on the cheque. Cheques or banker's drafts drawn by third parties will not be accepted.

(iii) Payment by wire transfer may be sent directly to Phillips. Bank transfer details:

Bank of Scotland  
Gordon Street, Glasgow G1 3RS, Scotland  
Account of Phillips Auctioneers Ltd.  
Account No: 00440780  
Sort code: 80-54-01  
SWIFT/BIC: BOFSGB21138  
IBAN: GB36BOFS80540100440780

(e) As a courtesy to clients, Phillips will accept American Express, Visa, MasterCard, UnionPay (for in-person transactions only) and UK-issued debit cards to pay for invoices of £50,000 or less. A processing fee will apply.

(f) Title in a purchased lot will not pass until Phillips has received the Purchase Price for that lot in cleared funds. Phillips is not obliged to release a lot to the buyer until title in the lot has passed and appropriate identification has been provided, and any earlier release does not affect the passing of title or the buyer's unconditional obligation to pay the Purchase Price.

## 7 COLLECTION OF PROPERTY

(a) Phillips will not release a lot to the buyer until we have received payment of its Purchase Price in full in cleared funds, the buyer has paid all outstanding amounts due to Phillips or any of our affiliated companies, including any charges payable pursuant to Paragraph 8 (a) below, and the buyer has satisfied such other terms as we in our sole discretion shall require, including completing any anti-money laundering or anti-terrorism financing checks. As soon as a buyer has satisfied all of the foregoing conditions, he or she should contact us at +44 (0) 207 318 4081 or +44 (0) 207 318 4082 to arrange for collection of purchased property.

(b) The buyer must arrange for collection of a purchased lot within seven days of the date of the auction. After the auction, we will transfer all lots to our fine art storage facility located near Wimbledon and will so advise all buyers. Purchased lots are at the buyer's risk, including the responsibility for insurance, from (i) the date of collection or (ii) seven days after the auction, whichever is the earlier. Until risk passes, Phillips will compensate the buyer for any loss or damage to a purchased lot up to a maximum of the Purchase Price paid, subject to our usual exclusions for loss or damage to property.

(c) As a courtesy to clients, Phillips will, without charge, wrap purchased lots for hand carry only. We do not provide packing, handling, insurance or shipping services. We will coordinate with shipping agents instructed by the buyer, whether or not recommended by Phillips, in order to facilitate the packing, handling, insurance and shipping of property bought at Phillips. Any such instruction is entirely at the buyer's risk and responsibility, and we will not be liable for acts or omissions of third party packers or shippers.

(d) Phillips will require presentation of government-issued identification prior to release of a lot to the buyer or the buyer's authorized representative.

## 8 FAILURE TO COLLECT PURCHASES

(a) If the buyer pays the Purchase Price but fails to collect a purchased lot within 30 days of the auction, the buyer will incur a storage fee of £10 per day for each uncollected lot. Additional charges may apply to oversized lots. We will not release purchased lots to the buyer until all such charges have been paid in full.

(b) If a purchased lot is paid for but not collected within six months of the auction, the buyer authorizes Phillips, upon notice, to arrange a resale of the item by auction or private sale, with estimates and a reserve set at Phillips's reasonable discretion. The proceeds of such sale will be applied to pay for storage charges and any other outstanding costs and expenses owed by the buyer to Phillips or our affiliated companies and the remainder will be forfeited unless collected by the buyer within two years of the original auction.

## 9 REMEDIES FOR NON-PAYMENT

(a) Without prejudice to any rights the seller may have, if the buyer without prior agreement fails to make payment of the Purchase Price for a lot in cleared funds within seven days of the auction, Phillips may in our sole discretion exercise one or more of the following remedies: (i) store the lot at Phillips's premises or elsewhere at the buyer's sole risk and expense; (ii) cancel the sale of the lot, retaining any partial payment of the Purchase Price as liquidated damages; (iii) reject future bids from the buyer or render such bids subject to payment of a deposit; (iv) charge interest at 12% per annum from the date payment became due until the date the Purchase Price is received in cleared funds; (v) subject to notification of the buyer, exercise a lien over any of the buyer's property which is in the possession of Phillips and instruct our affiliated companies to exercise a lien over any of the buyer's property which is in their possession and, in each case, no earlier than 30 days from the date of such notice arrange the sale of such property and apply the proceeds to the amount owed to Phillips or any of our affiliated companies after the deduction from sale proceeds of our standard vendor's commission, all sale-related expenses and any applicable taxes thereon; (vi) resell the lot by auction or private sale, with estimates and a reserve set at Phillips's reasonable discretion, it being understood that in the event such resale is for less than the original hammer price and buyer's premium for that lot, the buyer will remain liable for the shortfall together with all costs incurred in such resale; (vii) commence legal proceedings to recover the hammer price and buyer's premium for that lot, together with interest and the costs of such proceedings; (viii) set off the outstanding amount remaining unpaid by the buyer against any amounts which we or any of our affiliated companies may owe the buyer in any other transactions; (ix) release the name and address of the buyer to the seller to enable the seller to commence legal proceedings to recover the amounts due and legal costs; or (x) take such other action as we deem necessary or appropriate.

(b) The buyer irrevocably authorizes Phillips to exercise a lien over the buyer's property which is in our possession upon notification by any of our affiliated companies that the buyer is in default of payment. Phillips will notify the buyer of any such lien. The buyer also irrevocably authorizes Phillips, upon notification by any of our affiliated companies that the buyer is in default of payment, to pledge the buyer's property in our possession by actual or constructive delivery to our affiliated company as security for the payment of any outstanding amount due. Phillips will notify the buyer if the buyer's property has been delivered to an affiliated company by way of pledge.

(c) If the buyer is in default of payment, the buyer irrevocably authorizes Phillips to instruct any of our affiliated companies in possession of the buyer's property to deliver the property by way of pledge as the buyer's agent to a third party instructed by Phillips to hold the property on our behalf as security for the payment of the Purchase Price and any other amount due and, no earlier than 30 days from the date of written notice to the buyer, to sell the property in such manner and for such consideration as can reasonably be obtained on a forced sale basis and to apply the proceeds to any amount owed to Phillips or any of our affiliated companies after the deduction from sale proceeds of our standard vendor's commission, all sale-related expenses and any applicable taxes thereon.

## 10 RESCISSION BY PHILLIPS

Phillips shall have the right, but not the obligation, to rescind a sale without notice to the buyer if we reasonably believe that there is a material breach of the seller's representations and warranties or the Authorship Warranty or an adverse claim is made by a third party. Upon notice of Phillips election to rescind the sale, the buyer will



promptly return the lot to Phillips, and we will then refund the Purchase Price paid to us. As described more fully in Paragraph 13 below, the refund shall constitute the sole remedy and recourse of the buyer against Phillips and the seller with respect to such rescinded sale.

#### 11 EXPORT, IMPORT AND ENDANGERED SPECIES LICENCES AND PERMITS

Before bidding for any property, prospective buyers are advised to make their own enquiries as to whether a licence is required to export a lot from the United Kingdom or to import it into another country. Prospective buyers are advised that some countries prohibit the import of property made of or incorporating plant or animal material, such as coral, crocodile, ivory, whalebone, rhinoceros horn or tortoiseshell, irrespective of age, percentage or value. Accordingly, prior to bidding, prospective buyers considering export of purchased lots should familiarize themselves with relevant export and import regulations of the countries concerned. Please note that the United States prohibits the importation of any item containing elephant ivory. This prohibition applies regardless of the item's age and even to items that qualify as antiques. With regard to any item containing endangered species other than elephant ivory, an importer into the United States must provide documented evidence of the species identification and age of an object in order to demonstrate that the item qualifies as an antique. This will require the buyer to obtain an independent appraisal certifying the species of endangered material on the object and certifying that the object is not less than 100 years of age. Prospective buyers planning to import objects containing endangered species into the United States may not rely on Phillips cataloguing to establish the species of endangered material on the object or to establish the age of the object, and must consult with a qualified independent appraiser prior to placing bids on the lot. It is solely the buyer's responsibility to comply with these laws and to obtain any necessary export, import and endangered species licences or permits. Failure to obtain a licence or permit or delay in so doing will not justify the cancellation of the sale or any delay in making full payment for the lot. As a courtesy to clients, Phillips has marked in the catalogue lots containing potentially regulated plant or animal material, but we do not accept liability for errors or for failing to mark lots containing protected or regulated species.

#### 12 DATA PROTECTION

(a) In connection with the supply of auction and related services, or as required by law, Phillips may ask clients to provide personal data. Phillips may take and retain a copy of government-issued identification such as a passport or driving licence. We will use your personal data (i) to provide auction and related services; (ii) to enforce these Conditions of Sale; (iii) to carry out identity and credit checks; (iv) to implement and improve the management and operations of our business and (v) for other purposes set out in our Privacy Policy published on the Phillips website at [www.phillips.com](http://www.phillips.com) (the 'Privacy Policy') and available on request by emailing [dataprotection@phillips.com](mailto:dataprotection@phillips.com). By agreeing to these Conditions of Sale, you consent to our use of your personal data, including sensitive personal data, in accordance with the Privacy Policy. The personal data we may collect and process is listed, and sensitive personal data is defined, in our Privacy Policy. Phillips may also, from time to time, send you materials about us and our services or other information which we think you may find interesting. If you would prefer not to receive such information, please email us at [dataprotection@phillips.com](mailto:dataprotection@phillips.com). Please also email us at this address to receive information about your personal data or to advise us if the personal data we hold about you is inaccurate or out of date.

(b) In order to provide our services, we may disclose your personal data to third parties, including professional advisors, shippers and credit agencies. We will disclose, share with and transfer your personal data to Phillips's affiliated persons (natural or legal) for administration, sale and auction related purposes, including to persons outside the European Economic Area (EEA), where national laws may not provide an equivalent level of protection to personal data as that provided within the EEA. You expressly consent to such transfer of your personal data, including sensitive personal data, outside the EEA. We will not sell, rent or otherwise transfer any of your personal data to third parties except as otherwise expressly provided in this Paragraph 12.

(c) Phillips's premises may be subject to video surveillance and recording. Telephone calls (e.g., telephone bidding) may also be recorded. We may process that information in accordance with our Privacy Policy.

#### 13 LIMITATION OF LIABILITY

(a) Subject to sub-paragraph (e) below, the total liability of Phillips, our affiliated companies and the seller to the buyer in connection with the sale of a lot shall be limited to the Purchase Price actually paid by the buyer for the lot.

(b) Except as otherwise provided in this Paragraph 13, none of Phillips, any of our affiliated companies or the seller (i) is liable for any errors or omissions, whether orally or in writing, in information provided to prospective buyers by Phillips or any of our affiliated companies or (ii) accepts responsibility to any bidder in respect of acts or omissions, whether negligent or otherwise, by Phillips or any of our affiliated companies in connection with the conduct of the auction or for any other matter relating to the sale of any lot.

(c) All warranties other than the Authorship Warranty, express or implied, including any warranty of satisfactory quality and fitness for purpose, are specifically excluded by Phillips, our affiliated companies and the seller to the fullest extent permitted by law.

(d) Subject to sub-paragraph (e) below, none of Phillips, any of our affiliated companies or the seller shall be liable to the buyer for any loss or damage beyond the refund of the Purchase Price referred to in sub-paragraph (a) above, whether such loss or damage is

characterised as direct, indirect, special, incidental or consequential, or for the payment of interest on the Purchase Price to the fullest extent permitted by law.

(e) No provision in these Conditions of Sale shall be deemed to exclude or limit the liability of Phillips or any of our affiliated companies to the buyer in respect of any fraud or fraudulent misrepresentation made by any of us or in respect of death or personal injury caused by our negligent acts or omissions.

#### 14 COPYRIGHT

The copyright in all images, illustrations and written materials produced by or for Phillips relating to a lot, including the contents of this catalogue, is and shall remain at all times the property of Phillips and, subject to the provisions of the Copyright, Designs and Patents Act 1988, such images and materials may not be used by the buyer or any other party without our prior written consent. Phillips and the seller make no representations or warranties that the buyer of a lot will acquire any copyright or other reproduction rights in it.

#### 15 GENERAL

(a) These Conditions of Sale, as changed or supplemented as provided in Paragraph 1 above, and Authorship Warranty set out the entire agreement between the parties with respect to the transactions contemplated herein and supersede all prior and contemporaneous written, oral or implied understandings, representations and agreements.

(b) Notices to Phillips shall be in writing and addressed to the department in charge of the sale, quoting the reference number specified at the beginning of the sale catalogue. Notices to clients shall be addressed to the last address notified by them in writing to Phillips.

(c) These Conditions of Sale are not assignable by any buyer without our prior written consent but are binding on the buyer's successors, assigns and representatives.

(d) Should any provision of these Conditions of Sale be held void, invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect. No failure by any party to exercise, nor any delay in exercising, any right or remedy under these Conditions of Sale shall act as a waiver or release thereof in whole or in part.

(e) No term of these Conditions of Sale shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by anyone other than the buyer.

#### 16 LAW AND JURISDICTION

(a) The rights and obligations of the parties with respect to these Conditions of Sale and Authorship Warranty, the conduct of the auction and any matters related to any of the foregoing shall be governed by and interpreted in accordance with English law.

(b) For the benefit of Phillips, all bidders and sellers agree that the Courts of England are to have exclusive jurisdiction to settle all disputes arising in connection with all aspects of all matters or transactions to which these Conditions of Sale and Authorship Warranty relate or apply. All parties agree that Phillips shall retain the right to bring proceedings in any court other than the Courts of England.

(c) All bidders and sellers irrevocably consent to service of process or any other documents in connection with proceedings in any court by facsimile transmission, personal service, delivery by mail or in any other manner permitted by English law, the law of the place of service or the law of the jurisdiction where proceedings are instituted at the last address of the bidder or seller known to Phillips.



## AUTHORSHIP WARRANTY

Phillips warrants the authorship of property in this auction catalogue described in headings in **BOLD** or **CAPITALIZED** type for a period of five years from date of sale by Phillips, subject to the exclusions and limitations set forth below.

(a) Phillips gives this Authorship Warranty only to the original buyer of record (i.e., the registered successful bidder) of any lot. This Authorship Warranty does not extend to (i) subsequent owners of the property, including purchasers or recipients by way of gift from the original buyer, heirs, successors, beneficiaries and assigns; (ii) property where the description in the catalogue states that there is a conflict of opinion on the authorship of the property; (iii) property where our attribution of authorship was on the date of sale consistent with the generally accepted opinions of specialists, scholars or other experts; (iv) property whose description or dating is proved inaccurate by means of scientific methods or tests not generally accepted for use at the time of the publication of the catalogue or which were at such time deemed unreasonably expensive or impractical to use or likely in our reasonable opinion to have caused damage or loss in value to the lot; or (v) there has been no material loss in value of the lot from its value had it been as described in the heading of the catalogue entry.

(b) In any claim for breach of the Authorship Warranty, Phillips reserves the right, as a condition to rescinding any sale under this warranty, to require the buyer to provide to us at the buyer's expense the written opinions of two recognized experts approved in advance by Phillips. We shall not be bound by any expert report produced by the buyer and reserve the right to consult our own experts at our expense. If Phillips agrees to rescind a sale under the Authorship Warranty, we shall refund to the buyer the reasonable costs charged by the experts commissioned by the buyer and approved in advance by us.

(c) Subject to the exclusions set forth in subparagraph (a) above, the buyer may bring a claim for breach of the Authorship Warranty provided that (i) he or she has notified Phillips in writing within three months of receiving any information which causes the buyer to question the authorship of the lot, specifying the auction in which the property was included, the lot number in the auction catalogue and the reasons why the authorship of the lot is being questioned and (ii) the buyer returns the lot to Phillips in the same condition as at the time of its auction and is able to transfer good and marketable title in the lot free from any third party claim arising after the date of the auction. Phillips has discretion to waive any of the foregoing requirements.

(d) The buyer understands and agrees that the exclusive remedy for any breach of the Authorship Warranty shall be rescission of the sale and refund of the original Purchase Price paid. This remedy shall constitute the sole remedy and recourse of the buyer against Phillips, any of our affiliated companies and the seller and is in lieu of any other remedy available as a matter of law or equity. This means that none of Phillips, any of our affiliated companies or the seller shall be liable for loss or damage beyond the remedy expressly provided in this Authorship Warranty, whether such loss or damage is characterized as direct, indirect, special, incidental or consequential, or for the payment of interest on the original Purchase Price.



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## CHIEF INFORMATION OFFICER

Ben Carey

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Alex Heminway  
Nazgol Jahan

Martin Klosterfelde  
Cary Leibowitz  
Jean-Michel Placent

Peter Sumner  
Kelly Troester  
Ben Williams

---

## INTERNATIONAL SPECIALISTS

**Berlin** Martin Klosterfelde, Director and International Specialist, Contemporary Art +49 177 628 4110  
**Brussels** Olivier Vrankenne, Co-Head Contemporary Art, Europe +32 486 43 43 44  
**Geneva** Oksana Katchaluba, Specialist, Contemporary Art +41 22 906 80 00  
**Istanbul** Deniz Atac, Consultant +90 533 374 1198  
**London** Svetlana Marich, Co-Head Contemporary Art, Europe +44 20 7318 4010  
**Los Angeles** Maya McLaughlin, Specialist, Contemporary Art +1 323 791 1771  
**Milan** Laura Garbarino, Senior International Specialist, Contemporary Art +39 339 478 9671  
**Moscow** Ludmila Bazeva, Chief Operating Officer, Russia +7 495 225 88 22  
**Paris** Maria Cifuentes Caruncho, Specialist +33 142 78 67 77  
**Portugal** Maura Marvão, Consultant, Contemporary Art +351 917 564 427  
**Zurich** Niklaus Kuenzler, Specialist, Contemporary Art +41 79 533 90 00

---

## WORLDWIDE OFFICES

### NEW YORK

450 Park Avenue, New York, NY 10022, USA  
tel +1 212 940 1200 fax +1 212 940 1378

### BERLIN

Kurfürstendamm 193, 10707 Berlin, Germany  
tel +49 30 887 297 44

### BRUSSELS

rue Jean Baptiste Colyns 72, 1050 Brussels, Belgium  
tel +32 486 43 43 44

### GENEVA

23 quai des Bergues, 1201 Geneva, Switzerland  
tel +41 22 906 80 00 fax +41 22 906 80 01

### ISTANBUL

Meclisi Mebusan Caddesi, Deniz Apartmani No. 79/8  
Beyoglu 34427, Istanbul, Turkey  
tel +90 533 374 1198

### LONDON

30 Berkeley Square, London W1J 6EX, United Kingdom  
tel +44 20 7318 4010 fax +44 20 7318 4011

### LOS ANGELES

7285 Woodrow Wilson, Los Angeles, CA 90068, USA  
tel +1 323 791 1771

### MOSCOW

Nikolskaya Str 19-21, 5th floor, 109012 Moscow, Russia  
tel +7 495 225 88 22 fax +7 495 225 88 87

### PARIS

46 rue du Bac, 75007 Paris, France  
tel +33 1 42 78 67 77 fax +33 1 42 78 23 07

### ZURICH

Restelbergstrasse 89, 8044 Zurich, Switzerland  
tel +41 79 533 90 00

---



## SPECIALISTS AND DEPARTMENTS

### CONTEMPORARY ART

David Georgiades, Worldwide Co-Head Contemporary Art +1 212 940 1280  
August O. Uribe, Worldwide Co-Head Contemporary Art +1 212 940 1208

#### LONDON

Peter Sumner, Head of Contemporary Art, London +44 20 7318 4063  
Henry Highley, Head of Day Sale +44 20 7318 4061  
Tamila Kerimova, Head of Under the Influence Sale +44 20 7318 4065  
Matt Langton +44 20 7318 4074  
Charlotte Salisbury +44 20 7318 4058  
Simon Tovey +44 20 7318 4084  
Hannah Tjaden +44 20 7318 4093  
Chiara Panarello +44 20 7318 4073

#### NEW YORK

Jean-Michel Placent +1 212 940 1263  
Zach Miner +1 212 940 1256  
Amanda Stoffel, Head of Evening Sale +1 212 940 1261  
Kate Bryan, Head of Day Sale +1 212 940 1267  
Benjamin Godsill, Head of Under the Influence Sale +1 212 940 1333  
Katherine Lukacher +1 212 940 1215  
Samuel Mansour +1 212 940 1219  
Chloë Waddington +1 212 940 1288  
Courtney Raterman +1 212 940 1392  
Kyla Sullivan +1 212 940 1204

### LATIN AMERICAN ART

Henry Allsopp, Worldwide Head +44 20 7318 4060  
Laura González, Director, New York +1 212 940 1216  
Kaeli Deane +1 212 940 1401  
Paula Campolieto +1 212 940 1255

### MODERN AND CONTEMPORARY EDITIONS

Cary Leibowitz, Worldwide Co-Director +1 212 940 1222  
Kelly Troester, Worldwide Co-Director +1 212 940 1221

#### LONDON

Robert Kennan, Head of Sale +44 20 7318 4075  
Anne Schneider-Wilson +44 20 7318 4042  
Ross Thomas +44 20 7318 4077  
Rebecca Tooby-Desmond +44 20 7318 4079

#### NEW YORK

Jannah Greenblatt +1 212 940 1332  
Jeffrey Kang +1 212 940 1238

### EXHIBITIONS

Brittany Lopez Slater +1 212 940 1299  
Fiona M McGovern +44 207 901 7901  
Milda Steinboka +44 207 901 7901

### DESIGN

Alexander Payne, Senior Director +44 20 7318 4052  
and Worldwide Head, Design

#### LONDON

Ben Williams, Head of Sale +44 20 7318 4027  
Domenico Raimondo +44 20 7318 4016  
Marcus McDonald +44 20 7318 4095  
Marta De Roia +44 20 7318 4096  
Sofia Sayn-Wittgenstein +44 20 7318 4023  
Madalena Horta e Costa +44 20 7318 4019

#### NEW YORK

Alex Heminway, New York Director +1 212 940 1268  
Meaghan Roddy, Head of Sale +1 212 940 1266  
Cordelia Lembo +1 212 940 1265  
Lauren Sohn +1 212 940 1268

### PHOTOGRAPHS

Vanessa Hallett, Senior Director +1 212 940 1243  
and Worldwide Head, Photographs

#### LONDON

Lou Proud, Head of Photographs, London +44 20 7318 4018  
Yuka Yamaji +44 20 7318 4098  
Alexandra Bibby +44 20 7318 4087  
Sophie Busby +44 20 7318 4092

#### NEW YORK

Shlomi Rabi, Head of Sale +1 212 940 1246  
Caroline Deck +1 212 940 1247  
Sarah Krueger +1 212 940 1225  
Kelly Van Ingen +1 212 940 1245

#### CHICAGO

Carol Ehlers +1 773 230 9192

### JEWELS

Nazgol Jahan, Worldwide Director +1 212 940 1283

#### LONDON

Lane Clements McLean +44 20 7318 4010

#### NEW YORK

Kristen Dowling +1 212 940 1302  
Christina Alford +1 212 940 1365

### PRIVATE SALES

Susanna Brockman +44 20 7318 4041

### PROPOSALS

Amy Davis, New York +1 212 940 1271

### CLIENT DEVELOPMENT

LONDON NEW YORK  
Isadora Tharin Amy Sheldon  
Linda Pyke

### MUSEUM SERVICES DEPARTMENT

NEW YORK  
Lauren Shadford +1 212 940 1257  
Cecilia Wolfson +1 212 940 1258

### BUSINESS DIRECTOR EUROPE

LONDON  
Paul de Bono +44 20 7318 4070

### PRIVATE CLIENT SERVICES

Finn Schouenborg Dombernowsky, International Head, Private Clients +44 20 7318 4010

#### LONDON

Dawn Zhu +44 20 7318 4017  
Adam Clay +44 20 7318 4048  
Lily Atherton Hanbury +44 20 7318 4040

#### NEW YORK

Philae Knight +1 212 940 1313  
Caroline Conegliano +1 212 940 1297  
Anna Lin Poulson +1 212 940 1361  
Sara Tayeb-Khalifa +1 212 940 1383

### COMMUNICATIONS AND MARKETING

NEW YORK  
Trish Walsh, Marketing Manager  
LONDON  
Alex Godwin-Brown, Head of Press and Events, Europe

### ART AND PRODUCTION

Andrea Koronkiewicz, Director of Creative Services  
Orlann Capazorio, Director of Production  
Jeff Velazquez, Production Designer  
Christine Knorr, Graphic Designer  
James Reeder, Graphic Designer  
Darren Tuozzoli, Graphic Designer

### OFFICE OF THE CHAIRMAN AND CHIEF EXECUTIVE OFFICER

Mariangela Renshaw  
LONDON +44 20 7318 4029  
NEW YORK +1 212 940 1455

### OFFICE OF THE PRESIDENT

LONDON  
Lucinda Newman +44 207 318 4099  
NEW YORK  
Elizabeth Anne Wallace +1 212 940 1303



## SALE INFORMATION

### AUCTION

Tuesday 18 November, 2pm

### VIEWING

7 – 18 November

Monday – Saturday 10am – 6pm

Sunday 12pm – 6pm

Select lots to be on view in Paris 12 – 15 November

### VIEWING & AUCTION LOCATION

30 Berkeley Square, London W1J 6EX

### WAREHOUSE & COLLECTION LOCATION

110–112 Morden Road, Mitcham, Surrey CR4 4XB

### SALE DESIGNATION

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### PHOTOGRAPHS DEPARTMENT

tel +44 20 7318 4092

### WORLDWIDE HEAD

Vanessa Hallett

vhallett@phillips.com

### HEAD OF PHOTOGRAPHS, LONDON

Lou Proud

lproud@phillips.com

### SPECIALISTS

Yuka Yamaji

yyamaji@phillips.com

Alexandra Bibby

abibby@phillips.com

Carol Ehlers

cehlers@phillips.com

### ADMINISTRATOR

Sophie Busby

sbusby@phillips.com

### REGISTRARS

Sam Hickson +44 20 7318 4091

Vanessa Nastro +1 212 940 1286

### CATALOGUES

Emma Miller +44 20 7318 4010 +1 212 940 1291

catalogues@phillips.com

Catalogues \$35/€25/£22 at the Gallery

### ABSENTEE & TELEPHONE BIDS

tel +44 20 7318 4045 fax +44 20 7318 4035

Susanna Brockman +44 20 7318 4041

bidslondon@phillips.com

### CLIENT ACCOUNTS

Jason King, Director +44 20 7318 4086

Buyer Accounts:

Carolyn Whitehead +44 20 7318 4020

Seller Accounts:

Surbjit Dass +44 20 7318 4072

### CLIENT SERVICES

Lucinda Newman, Natasha Pryce, Amy Laiker, Justine Do Espirito

+44 20 7318 4010

### SHIPPING

Jan Navratil +44 20 7318 4081

Phillipa Shubbrook +44 20 7318 4026

Florencia Moscova +44 20 7318 4082

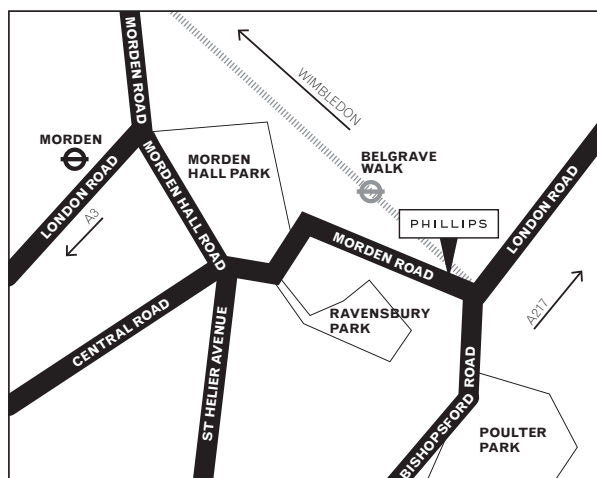
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### PHOTOGRAPHY

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Matthew Kroening



Warehouse and collection location

**Front Cover** Rodney Graham, *#7 from Welsh Oaks*, 1998, lot 206 (detail)

**Inside Front Cover** William Eggleston, *Untitled*, circa 1974, lot 144 (detail)

**Title page** Erwin Blumenfeld, *Portraits of Manina, Paris*, 1937, lot 147 (detail)

**Across from Index** Asako Narahashi, *Kawaguchiko from half awake and half asleep in the water*, 2003, lot 205 (detail)

**Opposite** David Bailey, *Michael Caine from Box of Pin-Ups*, lot 93 (detail)

**Inside Back Cover** Christian Marclay, *Grid No. 3 (Full and Empty Cassettes)*, 2012, lot 159 (detail)







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