

PHILLIPS
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THE FACE OF MODERNISM

A PRIVATE WEST COAST COLLECTION

4 **APRIL** 2012 450 PARK AVENUE **NEW YORK**





Weston-1916



THE FACE OF MODERNISM

A PRIVATE WEST COAST COLLECTION

4 **APRIL** 2012 10AM 450 PARK AVENUE **NEW YORK**

VIEWING

450 Park Avenue New York 10022

24 March – 3 April

Monday – Saturday 10am – 6pm

Sunday 12pm – 6pm

MORNING SESSION 10am Lots 1 – 112

THE FACE OF MODERNISM (Lots 1 – 28) immediately followed by
PHOTOGRAPHS (Lots 29 – 112)

AFTERNOON SESSION 2pm Lots 113 – 239

Front Cover Alfred Stieglitz, *Georgia O'Keeffe*, 1918, lot 12

© 2012 Georgia O'Keeffe Museum/ Artists Rights Society (ARS), New York

Inside Front Brassai, *Le Pont du Carrousel*, 1932, lot 1 (detail)

Opposite Edward Weston, *Portrait of a Woman*, 1916, lot 15 (detail)

THE FACE OF MODERNISM

With a concentration on rare and exquisite photographs from the first half of the 20th century, *The Face of Modernism: A Private West Coast Collection* celebrates photography as it transitions from the painterly realm of Pictorialism into the straight photography of Modernism. From Edward Steichen to Alfred Stieglitz, Lewis Wickes Hine to Dorothea Lange, André Kertész and Brassai, the photographers represented in this collection championed the technological advances that brought the medium into the Modern Era and forever changed the aesthetic and cultural significance of the photograph itself.

At the turn of the 20th century, photography was dominated by Pictorialism, a mode that called for Impressionist imitations of nature and a romantic treatment of subjects, laid with heavy symbolism. Among the leading pioneers of the movement was Edward Steichen, whose ethereal photograph of Mercedes de Cordoba in *La Bella*, 1904, (lot 7) is the earliest work in the collection. Likewise, Edward Weston's *Portrait of a Woman*, 1916 (lot 15), which was created a number of years before Weston's full embrace of Modernism, is quintessentially Pictorialist, incorporating both a soft focus and gentle lighting.

Coinciding with advancements in technology, Pictorialism began to fall out of fashion as photographers looked to new techniques that, instead of imitating painting, distinguished photography from painting. Of these advancements, none was more critical for photography's progression into Modernism than the development of the hand-held camera, which allowed photographers to step outside the confines of the studio and document the changing world around them. As early as 1897 with the publication of his essay "The Hand Camera—Its Present Importance", Alfred Stieglitz was among the first to champion the hand-held, of which, two images of Stieglitz's paramour-turned-wife, *Georgia O'Keeffe*, 1918, (lot 12) and *Georgia O'Keeffe*, 1936, (lot 16) are exceptional examples. Taken outdoors at Lake George, his beloved family home, these intimate, early snapshots capture O'Keeffe's evolving essence and growing confidence as a partner and as an artist. As a body of work encompassing 331 images, Stieglitz's portraits of O'Keeffe, reflect the tenets of Modernism—evolving and always striving to move forward.

Like Stieglitz, Man Ray used the camera to photograph his personal circles, as seen in his iconic portrait of Tristan Tzara (lot 6). Strand, on the other hand, turned his camera on the public, both locally and abroad. In *Man in a Derby*, New York, 1916, (lot 11) Strand hid his lens, and with his subject

oblivious to the camera, he was able to document real moments of everyday life that convey a sense of immediacy. In his later striking portraits, *Young Farmer*, Po Valley, 1953, (lot 25) and *The Mother*, Luzzara, Italy, 1953, (lot 22) taken in the Italian farming village of Luzzara, Strand photographed his subjects on their terms by bringing the camera to them. Indeed, Modernist photography elevated the working-class to the forefront, as opposed to previous emphasis on the elite or the peasantry. In a similar manner, August Sander's *Bauer Aus Schabernack*, Westerwald, 1912, (lot 24) and André Kertész's *Untitled*, Paris, 1932-1936, (lot 5) both show visions of the working-class that were neither misguidedly romanticized nor harshly critical but rather dignified in their depictions.

Just as Modernism embraced the candor of the snapshot and its exploration of the working class, it similarly embraced the presentation of the world in an entirely new way. André Kertész's *Fishermen Behind Notre Dame*, Paris, 1925, (lot 2) and Walker Evans's *New York City, Street corner, High Angle View*, circa 1929, (lot 8) present street scenes from alternate vantage points which highlight the formal composition of the image. In these remarkable works, the photographers have tilted their lens to find angles and frames that could have gone amiss by the naked eye. Likewise, in Brassai's *Le Pont du Carrousel*, 1932, (lot 1), the photographer captures a sumptuous view of Paris at night in which the long exposure infuses the image with an ambience and splendor unique to the photograph itself. As a pioneering figure of night photography, Brassai showed Paris, both the city and its people, as we see in *Couple at the Bal des Quatre Saisons*, Rue de Lappe, circa 1932, (lot 3), in a previously unattainable way.

While Brassai and Kertész were advancing the Modernist aesthetic, their American counterparts were using the camera to provoke social change. Lewis Wickes Hine's *Six year old newsboy*, 1913, (lot 9), Ben Shahn's *Wife of destitute mountaineer*, Ozark Mts., Ark., 1930s, (lot 17) and Dorothea Lange's *Water Boy*, Mississippi Delta, 1938, (lot 21) humanized the living conditions of the impoverished by placing a face on a national phenomenon. The photographers thus became a liaison between the masses and reality, creating images whose large-scale dissemination would inform the country of what was transpiring elsewhere.

From Pictorialism to Modernism to Social Documentary, *The Face of Modernism: A Private West Coast Collection* is comprised of exceptional works that highlight and celebrate the movements that advanced photography in the 20th century.

STRAND
VAN VE
MAN



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HALSMAN

ALBOK

KERTESZ

BRASSAI

SHAHN

HEATHSTEICHEN

EVANS

CUSTIS

STIEGLITZ

LANGGE

CHTENWESTON

RAY

SANDER

BRASSAÏ 1899-1984

Le Pont du Carrousel, 1932

Gelatin silver print.

7 7/8 x 9 3/4 in. (20 x 24.8 cm)

Signed, titled, numbered '53' in ink, annotated 'vintage' in pencil, 'Rue du Faub, St. Jacques' credit and copyright stamps on the verso.

Estimate \$30,000-50,000

PROVENANCE

From the artist; to a Private Collection, Chicago

Edwynn Houk Gallery, Chicago

Private Collection, New York

LITERATURE

Thames and Hudson, *Brassaï: No Ordinary Eyes*, n.p. for variants

Quasha, *Paris in the Twenties and Thirties*, p. 16

"I became a photographer in order to capture the beauty of streets and gardens in the rain and fog, and to capture Paris by night."—Brassaï

As the hub for Modernist thinkers and artists, Paris provided fertile ground for discovery and inspiration, prompting the Hungarian-born Brassaï to move to the city in 1924. While his professional origins prior to his move were in journalism, Brassaï turned his devotion entirely to photography once in Paris. In fact, by his own admission, it was his nocturnal exploration of the City of Lights that led him to take up photography as a primary source of income.

Armed with twenty-four unexposed plates each night, Brassaï meandered the streets and frequented the less-than-glamorous bars, never using more than three exposures per image, a feat that attests to self-restraint as much as it does to an innately keen eye. The body of work he amassed was impressive and soon Brassaï was credited as the first photographer in Paris to master night photography, a niche that had been left largely ignored due to the limitations inherent to the medium. In *Le Pont du Carrousel*, 1932, the foggy night lends the street lights glowing halos, presenting an engulfing, charming effect. Indeed, Brassaï once stated that lighting “to the photographer [is akin to] what style is to the writer.” More so than an architectural study of the bridge, the image becomes a study of light and reflection, which together create an oculus at the center of the image, a subtle reminder of the camera lens that captured it so aptly.

The role of the camera is likewise emphasized by the integration of reflection in *Couple at the Bal des Quatre Saisons, Rue de Lappe*, circa 1932 (lot 3). The image, in which a couple is seen leisurely sitting at a bar with their backs turned against a mirror, provides a dual perspective of the scene. By showing both sides—front and back—Brassaï cleverly alluded to the camera's ability to provide, on both metaphoric and literal levels, an alternate view of reality. “My aim is to create something striking and fresh out of what is ordinary and everyday,” Brassaï once noted, thereby hinting at his wish to use his camera to expressively transform the seemingly mundane reality into an otherworldly view.



ANDRÉ KERTÉSZ 1894-1985

Fishermen Behind Notre Dame, Paris, 1925

Gelatin silver print, printed 1930s.

9 1/8 x 5 3/4 in. (23.2 x 14.6 cm)

Signed twice, dated in pencil, '307 E. 44th St., New York, Murray Hill' copyright credit stamp (address crossed out in pencil) and printer's notations on the verso.

Estimate \$30,000-50,000

PROVENANCE

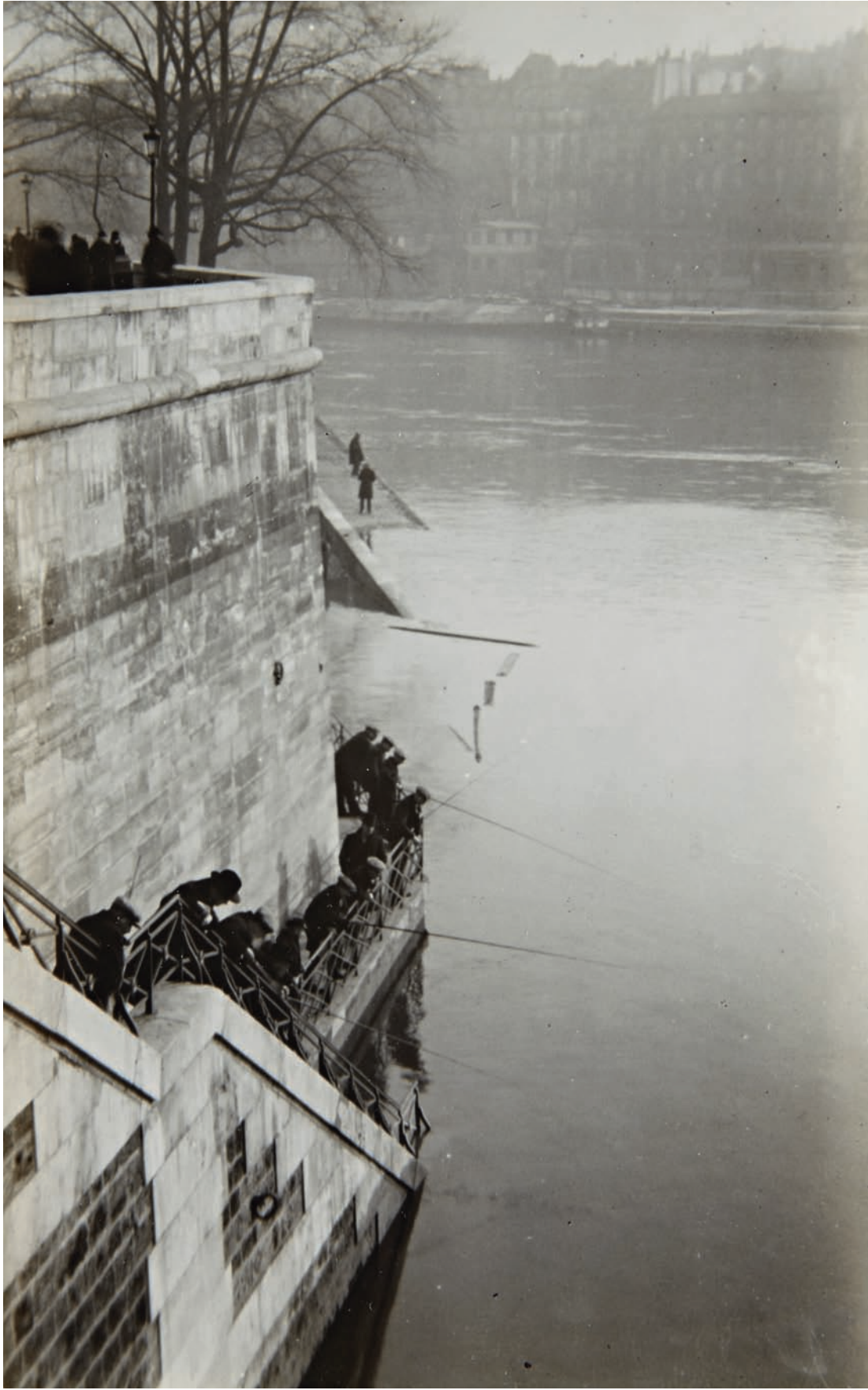
Allan Frumkin Gallery, Chicago
Private Collection, New York

LITERATURE

Borhan, *André Kertész: His Life and Work*, p. 98
Éditions D'Histoire et D'Art, *Paris Vu Par André Kertész*, frontispiece
Kertész, *J'Aime Paris: Photographs Since the Twenties*, p. 14
National Gallery of Art, *André Kertész*, fig. 23
Quasha, *Paris in the Twenties and Thirties*, p. 2
Thames & Hudson, *André Kertész: Of Paris and New York*, p. 130

The year 1925 marked a benchmark in Modernist photography, when André Kertész, a self-taught Hungarian photographer, moved to Paris. As the European center for avant-garde thinkers and artists in the 1920s, Paris was a refuge from Kertész's conservative home country, where the salon-favored mode of Pictorialism still dominated photography. Soon after his arrival, Kertész found himself in a culture that endorsed subverting the antiquated principles of photography, and began rotating his camera lens on literal and metaphoric axes to remarkable results.

Fishermen Behind Notre Dame, taken the year Kertész moved to Paris, incorporates the lauded French 12th-century Gothic cathedral into the composition. As a distinguished landmark in Paris, it had been photographed since the 19th-century by such masters as Gustave Le Gray, Henri Jean-Louis Le Secq and Alfred-Nicolas Normand. Their images were consistently reverential of the overwhelming grandeur and architectural details that typify the cathedral. Conversely, Kertész turned his camera to a back corner that lends few if any clues to the location. It is likely that his outsider status, both as an émigré and a self-taught photographer, propelled Kertész to photograph the cathedral from an unusual angle, capturing the light and atmosphere of Paris without photographing the façade.



ACTUAL SIZE





3

BRASSAÏ 1899-1984

Couple at the Bal des Quatre Saisons, Rue de Lappe, circa 1932

Gelatin silver print, printed circa 1940.

11 5/8 x 9 1/8 in. (29.5 x 23.2 cm)

Credited in an unidentified hand in ink on the reverse of the flush-mount.

Estimate \$25,000-35,000

PROVENANCE

Gérard Levy, Paris

Private Collection, New York

LITERATURE

Brassaï, *Voluptés de Paris*, p. 15

Bulfinch Press, *Brassaï: The Monograph*, front, back cover and p. 82 for variant crops

Centre Pompidou, *Brassaï*, p. 82

Soucek, *Brassaï*, p. 18

Thames & Hudson, *Brassaï: The Secret Paris of the 30s*, n.p.

Weski and Liesbrock, *How You Look At It: Photographs of the 20th Century*, p. 270

"Rightly or wrongly I felt at the time that this underground world represented Paris at its least cosmopolitan, at its most alive, its most authentic, that in these colorful faces of its underworld there had been preserved, from age to age, almost without alteration, the folklore of its most remote past." —Brassaï, *The Secret Paris of the 30s*, n.p.

Another print of this image is in the collection of The National Gallery of Art, Washington, D.C.

Please reference lot 1 for further information on Brassaï and the current lot.



PHILIPPE HALSMAN 1906-1979

Refugee Girl, Paris, 1938

Gelatin silver print.

11 3/4 x 9 3/8 in. (29.8 x 23.8 cm)

Copyright credit stamp on the verso.

Estimate \$4,000-6,000

PROVENANCE

Phillips, New York, 13 November 1980, lot 300

Private Collection, New York

LITERATURE

Quasha, *Paris in the Twenties and Thirties*, p. 15

Philippe Halsman, as an Austrian émigré forced to live in exile in France since 1931, had deep sympathy for, and understanding of, individuals whose basic living needs were in jeopardy. At the time *Refugee Girl, Paris*, 1938, was taken, Halsman had already established a reputable career as a fashion photographer, and his closely-cropped portraits were lauded as the new preferred mode over the previous style of soft focus and heavy styling. In the current lot, Halsman fused his skills as a fashion photographer with his deep compassion for the refugee to create an image that is striking for its aesthetic appeal as much as for its sincerity.





ACTUAL SIZE

MAN RAY 1890-1976*Tristan Tzara*, 1924

Gelatin silver print.

9 x 6 7/8 in. (22.9 x 17.5 cm)

Signed by Man Ray and Tristan Tzara, both in pencil on the mount; '31 bis rue Campagne-Première' credit stamp on the reverse of the mount.

Estimate \$40,000-60,000**PROVENANCE**

From the artist; to the Collection of Timothy Baum, New York

Zabriskie Gallery, New York

Private Collection, New York

LITERATUREDover Publications, Inc., *Photographs by Man Ray: 105 Works, 1920-1934*, p. 69Harry N. Abrams, Inc., *Man Ray, 1890-1976*, p. 165Schwarz, *Man Ray: The Rigour of Imagination*, pl. 421The Tokyo Shimbun, *Photographies de Man Ray*, pl. 226

This penetrating portrait is a testament to the collaborative friendship of two great figures in the history of Modern art. The subject is Tristan Tzara, poet, playwright, one of the founders of Dada and its leading international promoter. Taken by Man Ray in his early years as the portrait artist of the avant-garde in Paris, this particular print, signed by both Man Ray and Tzara, embodies the deep alliance between the two in the midst of the Parisian avant-garde's transition from Dada to Surrealism.

American born Man Ray immigrated in the early 1920s to what was then the center of art, Paris, and opened his studio at 31 Rue Campagne-Première, where he chronicled the legendary figures of the avant-garde. Visual memory of this historic time is rooted in his brilliant photographs of those who entered his studio; the makers and shakers of art, literature, film, music, dance and fashion. In Man Ray's portrait of Tzara, the face of the poet is offset by his own black garb. Leaning back against a white studio wall, the infamous provocateur coils his arm like a spring behind his head and boldly addresses the camera. The duality of his gaze is accentuated by a monocle, the distinctive element of Tzara's persona since he was nineteen-years-old.

Man Ray, *Surrealist Chessboard*, 1934

Though Man Ray and Tzara corresponded while Man Ray was in America, their collaborative friendship was cemented in 1922 when the duo resided briefly at the Hotel des Ecoles in Montparnasse. During this time, Man Ray published *Les Champs Délicieux* (*The Delightful Fields*) a portfolio of twelve prints made from his rayographs, for which Tzara wrote the preface:

"When everything that people call art had got the rheumatics all over, the photographer lit the thousands of candles in his lamp, and the sensitive paper gradually absorbed the darkness between the shapes of certain everyday objects. He had invented the force of a fresh and tender flash of lightning which was more important than all the constellations destined for our visual pleasures."

While the French Surrealists fully embraced Man Ray and his rayographs for their transformation of ordinary objects into poetic images of the unconscious, Tzara was publicly denounced by the Surrealist leader André Breton. It was not until 1929 that Tzara reconciled with Breton. That he was integrated into the Surrealist movement is fully demonstrated by Man Ray's re-use of this portrait in his famous 1934 *Surrealist Chessboard*.



ACTUAL SIZE

EDWARD STEICHEN 1879-1973*La Bella*, 1904

Platinum print.

9 3/4 x 9 1/4 in. (24.8 x 23.5 cm)

Signed, decoratively titled and dated in roman numerals, all in wax pencil on the recto.

Estimate \$60,000-80,000**PROVENANCE**

From the artist; gifted to the sitter, Mercedes de Cordoba

By descent to her daughter, Mercedes Matter

Private Collection, New York

"I was coming to realize that the real magician was light itself—mysterious and ever-changing light with its accompanying shadows rich and full of mystery."—Edward Steichen

Edward Steichen's artistic endeavors began in the late 1890s with painting and photography. The two mediums were linked by what Steichen termed as the "problems of expression...", where capturing the mood was paramount to capturing reality. During that period, photography was still considered secondary to painting. Nonetheless, Steichen was adamant that the burgeoning photographic medium had the potential to gain widespread recognition as a valid art form, especially when rendered within the Pictorialist parameters. While still living in Milwaukee, Steichen produced a number of prints that corresponded to the Pictorial tenets. This was achieved in a number of ways, including wetting the lens, softening the focus and setting up a vibration during the exposure. In early works such as *The Pool—Evening*, 1899, and *Woods—Twilight*, 1899, as well as later ones, such as *The Pond—Moonlight*, 1904, Steichen created scenes that were gentle and lyrical, revealing his interest in photography not as a means to replicate reality but rather as a means to express mood and atmosphere.

In 1901, eager to explore the European art movement, Steichen left for Paris and London. He felt an affinity with Pictorialism in Paris where he was inspired by the Impressionist works at The Musée du Louvre, particularly those by Claude Monet: "...it seemed to me that he worked on canvas the way I tried to work with a camera." And in London, Steichen met with the American publisher and photographer F. Holland Day, who was in the process of mounting an exhibition of what he termed the New School of American Photography at the Royal Photographic Society, for which he

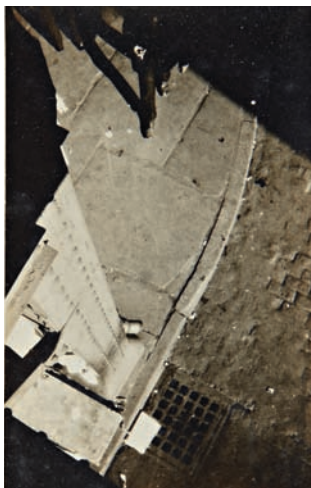
Edward Steichen, *The Pond—Moonlight*, 1904

eagerly accepted ten of Steichen's works. The London trip was of the utmost importance to Steichen's career: not only did he find himself included among many of the leading American photographers of the time, but it was there that his interest in creating highly stylized, meditative portraits began.

The majority of Steichen's portraits made prior to his European trip, such as *Self Portrait*, 1898, *Polly Horter*, 1899, and *Self Portrait with Sister*, 1900, appear to have been shot outdoors, with the subjects' faces in full view. However, following the trip to the Louvre, the exhibition in London and a subsequent year-long return to Paris, Steichen's portraits took on a markedly different tone, one that was undeniably informed by Impressionist and Post-Impressionist portraiture, especially those by Rodin and Vincent Van Gogh. Steichen's portraits taken in Paris, such as *Solitude—F. Holland Day*, 1901, *Self Portrait with Brush and Palette*, 1901, and *Rodin—Le Penseur*, 1902, were softer, more enigmatic, less frontal, and with far more nuanced lighting. Additionally, following his portrait of *J.P. Morgan* in 1903, Steichen realized that for a portrait to be successful it needed to transcend the self-consciousness that typify sitters and instead achieve to "awaken a genuine response."

In *La Bella*, 1904, Steichen beautifully expressed his love for nocturnal softness, delicate lighting and a seeming lack of awareness on the subject's part. The subject, Mercedes de Cordoba, a Paris correspondent for *Vogue* and the future wife of Steichen's friend and fellow artist at "291", Arthur B. Carles, was a favored subject of a number of photographers due to her striking features. While Mercedes had been photographed previously by Steichen, the lighting was frontal and emphatic, distinctly illuminating her features. In the current lot, however, she is seen lit from behind; her features are soft. The fact that she is looking away from the lens creates a dreamlike effect that accentuates Steichen's intent to evoke her ethereal and sensual qualities.





ACTUAL SIZE

LEWIS WICKES HINE 1874-1940

Six year old newsboy. Raymond Miller. Many of these here ranging from five to ten years old.
Location: San Antonio, Texas, October, 1913

Gelatin silver print.
4 3/4 x 6 3/4 in. (12.1 x 17.1 cm)
Numbered '3564' in an unidentified hand in pencil on the verso.

Estimate \$5,000-7,000

PROVENANCE

Lee Gallery, Winchester
Private Collection, New York

In 1901 Lewis Wickes Hine began teaching at the New York Society for Ethical Culture, a school led by Frank Manny, a strong advocate for advanced teaching principles. Already interested in the role photographers could play as conveyers of an otherwise unseen reality, Hine began photographing immigrants in Ellis Island in order to raise awareness of their hardships among his students. Soon thereafter, Hine pursued a Master's degree in sociology, which he combined with his photography skills to create one of the strongest social-documentary oeuvres at the beginning of the twentieth-century.

Comissioned by the National Child Labor Committee (NCLC), Hine began traveling across the country to record the subpar working conditions that plagued factories nationwide. In doing so, he produced over one-thousand photographs documenting the conditions to which young children were subjected in the workforce. Hine captioned each image, sometimes identifying the location, other times identifying the individuals, and most often, the age of the children. In the current lot and *Selected Images* (lot 10) Hine utilized the accessibility of print media to American homes as a way of raising awareness of the working conditions inside factories across the country. Indeed, following the mass circulation of the images, the NCLC successfully passed legislation in 1916 prohibiting child labor.



ACTUAL SIZE

LEWIS WICKES HINE 1874-1940

Selected Images, 1908-1911

Three gelatin silver prints.

Each approximately 4 5/8 x 6 1/2 in. (11.7 x 16.5 cm)

Two numbered '1740', '2170' respectively, in pencil on the recto; each numbered '416', '1740', '2170' respectively, all in an unidentified hand in pencil on the verso.

Estimate \$6,000-8,000

PROVENANCE

Lee Gallery, Winchester, for two of the three prints
Private Collection, New York

Titles include:

Boys working in Scotland Mill, Laurinburg, N.C.
Smallest boy--Junior Bounds--Beginning. Next, Rollin Hudson - 3 years in mill.
Next, Lloyd Willoughby - 3 years in mill. Next, Preston Torrent - 8 years in mill. 6
years night work - 14 years old now. "Haven't been in school more'n 3 days in my
whole life." Father blind. 2 older sisters and 1 younger brother work in mill now.
Has doffed all 8 years. Gets about 60 cents a day. Asked him if he didn't get tired,
"No, when you get used to it you don't get tired. Some of the boys goes to sleep
when they begin." Showed a remarkable degree of refinement and consideration
for others. Work has not blunted this. Sunday, Dec. 6/08. Witness, Sara R. Hine.
Location: Laurinburg, North Carolina, 1908

Group of tack-pullers working in the West End Shoe Factory, Lynchburg, Va.
A number of boys here are surely under fourteen and likely under twelve, some of
them. Youngest ones refused to pose.
Location: Lynchburg, Virginia., May, 1911

Group of men and boys at Friedman Shelby Shoe Co.
The youngest, apparently 11 or 12 is Felber McLaughlin, S. Wabash St. One boy
who said he was 14 last month and had been working there a year, was assisting
at a mailing machine which seemed to be dangerous to fingers and hands at least.
Location: Kirksville, Missouri., October, 1910

The elaborate titles employed by Hine served not only to document the conditions he witnessed, but also to provide accurate descriptions and captions for those images reproduced in the media. In these pictures, the descriptions are equal to the images in terms of importance.



No. 0416



No. 1740



No. 2170

11 **PAUL STRAND** 1890-1976

Man in a Derby, New York, 1916
Gelatin silver print, printed 1960s.

8 7/8 x 6 5/8 in. (22.5 x 16.8 cm)

Signed, titled, dated in ink and LIGHT Gallery stamp on the reverse of the flush-mount;
artist's printing notations on the verso, visible through the flush-mount.

Estimate \$20,000-30,000

PROVENANCE

The Paul Strand Foundation, New York
LIGHT Gallery, New York
Private Collection, New York

LITERATURE

Aperture, Paul Strand: A Retrospective Monograph, The Years 1915-1946, p. 17
Camera Work, Number 49/50, June 1917, pl. II
Greenough, Paul Strand: An American Vision, p. 14
Hambourg, Paul Strand: Circa 1916, pl. 41
Zur Stockeregg, Paul Strand, pl. 12

"Things become interesting as soon the human element enters in."—Paul Strand

Born in New York in 1890, Paul Strand's childhood coincided with the *New York Times*' labeling the field of photography "epidemic", following its popularity as a recreational pastime. Strand began delving into the field in his last year as a student at the New York Society for Ethical Culture, a school whose doctrine was largely premised on the importance of fostering an individual's sense of worth and creativity. Lewis Wickes Hine, who would later gain fame as sociologist-turned photographer for his tide-turning exposé on child labor, had a strong influence on Strand and was one of his teachers at the school. "The true artist," Strand later stated, "like a true scientist, is a researcher using materials and techniques to dig into the truth and meaning of the world...[What] he creates, or better perhaps brings back, are the objective results of his explorations." It is befitting, therefore, that his works are continuously infused with a strong sense of humanity.

Upon joining the exclusive *Camera Club* immediately after high school in 1909, Strand began exploring the field and his surroundings with equal vigor and curiosity. Despite his early experimentations with Pictorialism—the salon-favored mode of photography—Strand soon abandoned it and embraced Modernism instead, especially after seeing the works promoted by Alfred Stieglitz at his gallery, "291" and in his publication *Camera Work*. Charmed by the ever-changing cityscape of New York, Strand took to the streets with his hand-held camera. Of particular interest were New Yorkers, and for nearly all of the known seventeen portraits taken during that period, Strand took advantage of a prism lens that allowed him to take candid, unposed shots of people as in *Man in a Derby, New York*. This photo was taken in 1916, the same year as Strand's exhibition at "291". One year later, in June 1917, it was featured in what would become the last Number of *Camera Work*.

A platinum print of this image is in the collection of The Metropolitan Museum of Art, New York.



ACTUAL SIZE

ALFRED STIEGLITZ 1864-1946

Georgia O'Keeffe, 1918
Gelatin silver print, printed 1920s or 1930s.
3 1/2 x 4 1/2 in. (8.9 x 11.4 cm)

Estimate \$200,000-300,000

PROVENANCE

From the artist; to Marjorie Content by Alfred Stieglitz, 1920s, or by Georgia O'Keeffe, 1930s
By descent to her grandson Keith Sandberg
Private Collection, New York

EXHIBITED

Georgia O'Keeffe: The Poetry of Things, The Phillips Collection, Washington, D.C., 17 April - 18 July 1999
Alfred Stieglitz and His Circle: 1905-1930, Musée d'Orsay, Paris and Museo Nacional Centro de Arte Reina Sofía, Madrid, 2004-2005; for all, another print exhibited

LITERATURE

George Eastman House, *The Photography of Alfred Stieglitz: Georgia O'Keeffe's Enduring Legacy*, cat. 111
Greenough, *Alfred Stieglitz: The Key Set, Volume One*, cat. no. 556, p. 335
Greenough, *Alfred Stieglitz: Photographs and Writings*, pl. 43
Lynes, *Georgia O'Keeffe: Catalogue Raisonné, Volume I*, back cover and frontispiece for a variant;
Volume II, fig. 80 for a variant
The Museum of Modern Art, *Alfred Stieglitz At Lake George*, p. 49
Texas Highways, 'Georgia in Texas', May 1995, p. 35

Among his peers, Alfred Stieglitz was known as a “prophet” due to his revolutionary vision, heralding the artistic changes that would sweep the 20th-century through his literary and commercial venues. He was one of the earliest to champion the hand-held camera, the resulting snapshots of which influenced future generations of photographers. The advantage of the hand-held camera, he argued in his essay “The Hand Camera—Its Present Importance” in 1897, lay in its ability to capture a moment in reality as it happened, adding a sense of instantaneity. It was also at his gallery “291” where Stieglitz’s astute vision was manifested in his steadfast promotion of European Modernist art as well as of American pioneers whose art would come to define the American Modernist movement. Those included Edward Steichen, Arthur Dove, Marsden Hartley, John Marin, and perhaps most notably, Georgia O’Keeffe.

Stieglitz’s portrait, *Georgia O'Keeffe*, 1918, was taken a year after the legendary photographer closed “291”, dissolved the *Photo-Secession* movement that he had championed since its inception in 1903, and ended his publication *Camera Work* after fourteen years. That the last show at “291” was of O’Keeffe’s work is not incidental since shortly thereafter the two artists retreated to Stieglitz’s family house in Lake George. It was there and then that Stieglitz launched one of his most notable, creative projects, taking 331 photographs of Georgia O’Keeffe over a period of twenty years, of which the current lot is one of the first examples. In keeping with his early devotion to the hand-held camera, the portraits Stieglitz took at Lake George, like *Georgia O'Keeffe*, 1918, and *Georgia O'Keeffe*, 1936, (lot 16), are casual and candid snapshots, capturing the unique nature of each moment spent together.



Georgia O'Keeffe, *Lake George*, 1922

The two artists first crossed paths in 1916, when a classmate of O’Keeffe’s had mailed Stieglitz, already a renowned force in the New York art world, drawings by O’Keeffe to review. Taken by the budding artist’s drawings, Stieglitz began corresponding with O’Keeffe, and the following year exhibited ten of her charcoal drawings at “291”. It was then that the two met in person for the first time. The mutual attraction between Stieglitz and O’Keeffe on physical, spiritual, artistic and emotional levels was instantaneous and intense, marking the beginning of a relationship that would last for decades. “I’m getting to like you so tremendously that it sometimes scares me,” O’Keeffe confessed to Stieglitz in a letter on Nov. 4, 1916, “... Having told you so much of me — more than anyone else I know — could anything else follow but that I should want you.” Stieglitz returned O’Keeffe’s ardent emotions, stating in a letter on June, 1, 1917: “How I wanted to photograph you — the hands — the mouth — & eyes — & the enveloped in black body — the touch of white — & the throat.” *Georgia O'Keeffe*, 1918, taken in the year the two moved in together at Lake George, beautifully depicts all of the characteristics Stieglitz cherished.

O’Keeffe is seen nestled on a cushion on the ground, with her sketchpad and watercolors by her side. Her hands—which would later be lovingly featured in some of Stieglitz’s most indelible Modernist photographs—stand out: one pulls her legs closer to her body and thereby unassumingly draws attention to her figure; the other holds a paintbrush. Symbolically, the hands symbolize the dual roles—one of a lover and the other as an artist—that O’Keeffe had come to play in Stieglitz’s life. Similarly, her positioning by a bed of blooming flowers and lush leaves hints at the optimism each held for their burgeoning affair. The portrait embodies the reciprocated respect, admiration and affinity the two artistic legends so passionately shared.

Marjorie Content, to whom this print was gifted, was a photographer in her own right and a close friend of both Alfred Stieglitz and Georgia O’Keeffe.

This print is a contact print from the artist’s 4 x 5 in. negative.

Other prints of this image are in the collections of The National Gallery of Art, Washington D.C.; The George Eastman House, International Museum of Photography and Film, Rochester; The San Francisco Museum of Modern Art; The Adirondack Museum, Blue Mountain Lake, New York and The Baltimore Museum of Art.



ACTUAL SIZE

13 **ALFRED STIEGLITZ** 1864-1946

Bly and Venus, 1920
Gelatin silver print, mounted.
3 3/8 x 3 3/8 in. (8.6 x 8.6 cm)

Estimate \$25,000-35,000

PROVENANCE
From the artist; to Georgia O’Keeffe; to Doris Bry
Private Collection, New York

LITERATURE
Greenough, *Alfred Stieglitz: The Key Set, Volume One*, cat. no. 624, p. 376

The man depicted in *Bly and Venus*, 1920, is the longtime gardener at the Stieglitz family summer home in Lake George, New York. The statue of Venus with which Bly is photographed was originally at the family's lake house, but was later moved into the new home upon the family's relocation. By capturing the beloved family employee with a cherished family heirloom within the same frame, Stieglitz created a light-hearted and loving snapshot. Taken in the early days of his relationship with Georgia O’Keeffe and while on hiatus from promoting any artists in New York City, the image attests to Stieglitz's high-spirits, relaxed state of mind and happiness at the time.

This print is a contact print from the artist's 4 x 5 in. negative which was mounted later by Doris Bry, per O’Keeffe's instructions. Doris Bry began her association with Georgia O’Keeffe in 1947 and is considered one of the leading specialists in the life and work of both Georgia O’Keeffe and Alfred Stieglitz. This print is one of five recorded prints of this image. The other four prints are in the collections of The National Gallery of Art, Washington D.C.; The Beinecke Library at Yale University, New Haven; Fisk University, Nashville and The Philadelphia Museum of Art.



ACTUAL SIZE





14 **ALFRED STIEGLITZ** 1864-1946

Ernest Gutman, 1933
Gelatin silver print, mounted.
9 1/2 x 7 3/8 in. (24.1 x 18.7 cm)

Estimate \$40,000-60,000

PROVENANCE
From the artist; to Georgia O’Keeffe; to Doris Bry
Private Collection, New York

LITERATURE
Greenough, *Alfred Stieglitz: The Key Set, Volume Two*, cat. no. 1496, p. 853

As one of the harbingers of American Modernism in the early 20th century, Alfred Stieglitz passionately championed the works of numerous fledgling American and European artists at his galleries. His first, Little Galleries of the Photo Secession, commonly referred to as “291”, lasted from 1904 to 1917; the next, Intimate Gallery, a space he had been designated within Anderson Galleries, ran from 1925 to 1929; and lastly, An American Place, from 1929 until his death in 1946. As a patriarch in the arts community, his galleries were a hub for avant-garde intellectuals, writers, philosophers and artists, who would jointly engage in Modernist discourse. In the current lot, the self-taught sculptor Ernest Gutman is seen at An American Place. His close proximity to the camera and the direct eye-contact with Stieglitz speak of their fondness for each other. This is further enhanced by the fact that by the time the portrait was taken, Stieglitz had largely ceased taking photographs of his friends and peers, and reserved his portraits for only those to whom he felt particularly close, such as his wife Georgia O’Keeffe, his lover Dorothy Norman, and Richard Menshausen, the caretaker of the Stieglitz family’s property at Lake George.

This print is a contact print from the artist’s 8 x 10 in. negative which was mounted later by Doris Bry, per Georgia O’Keeffe’s instructions. Doris Bry began her association with Georgia O’Keeffe in 1947 and is considered one of the leading specialists in the life and work of both Georgia O’Keeffe and Alfred Stieglitz. This print is one of three recorded prints of this image. The remaining two prints are in the collections of The National Gallery of Art, Washington D.C. and The Cleveland Museum of Art.



ACTUAL SIZE

EDWARD WESTON 1886-1958

Portrait of a Woman, 1916

Large-format gelatin silver print.

15 7/8 x 11 7/8 in. (40.3 x 30.2 cm)

Signed 'Weston' and dated in ink on the recto.

Estimate \$50,000-70,000

PROVENANCE

Sotheby's, New York, 28 April 1999, lot 207

Private Collection, New York

“Through photography I would present the significance of facts, so they are transformed from things seen to things known.”—Edward Weston, The Daybooks of Edward Weston

Years before Edward Weston would embrace the Modernist aesthetic that came to define his oeuvre from the 1920s to his death in 1958, he was a successful portrait photographer with a small studio in Tropico, California. At the time, Pictorialism was the reigning photographic style, and Weston fully embraced the soft focus and idyllic subjects that it championed. Like his predecessors within Pictorialism, including Gertrude Käsebier and Edward Steichen, many of his earliest photographs idealized feminine beauty and childhood with playful scenes set in pastoral landscapes. His work was admired by many of his contemporaries, and he was chosen to exhibit in the London Salon of Photography in 1914. Stylistically, Weston's photographs prior to 1920 reveal but a tenuous connection to the sharp still-lives, abstracted nudes and sensual landscapes that he would become known for; yet they demonstrate his lifelong interest in exploring and revealing the inner essence of his subjects, be they objects or figures.

Exceptionally rare for both its early date and large size, *Portrait of a Woman* is a crowning achievement of this early period. Like a passing glance, the image creates an impression of the sitter instead of overtly revealing her. The subsequent sense of mystery invites viewers to continue gazing at the portrait. Just as Julia Margaret Cameron had evoked mythology in her 19th-century portraits, here, too, Weston evoked a similarly romanticized symbolism as a means of expressing the spiritual essence of his subject.

In his discussion of photographing still-lives, Weston stated: “I know I shall make some good negatives for I feel its form deeply.” (*Daybooks*, p. 37) Thereby, Weston revealed his need to have an emotional reaction towards his subject in order to capture it well. A successful photograph was not to be judged merely by its technical precision but also by its ability to evoke an expressive experience. Weston was a photographer who mastered all that he endeavored to do, evolving throughout his career and driven by his passion to get closer to the truth of his subjects.

Most striking about *Portrait of a Woman* is the manner in which it embodies the Pictorialist aesthetic while also hinting at the direction that Weston's photographs would soon take. Indeed, this period would prove to be a formative point within his career. As Sarah Lowe notes in an introductory essay to *Edward Weston: Life Work*, by the 1920s Weston was “restyling his Pictorialist vision to accommodate ideas about Modernism.” (p. 23) Indeed, in the 1910s Weston was already beginning to experiment with many of the fundamental Modernist principles of line, shape, and abstraction. In *Portrait of a Woman*, viewers see these principles manifested in the single line that softly delineates the contours of the sitter's face, neck and shoulder, a technique that Weston would later repeat in some of his most iconic still-lives of shells and vegetables. By doing so, Weston isolated the form and allowed it to reveal itself organically. Indeed, *Portrait of a Woman* epitomizes the merging of Weston's early Pictorialist sensibility with his evolving Modernist aesthetic.

This print is extremely rare due to the large dimensions.



16 **ALFRED STIEGLITZ** 1864-1946

Georgia O'Keeffe, 1936
Gelatin silver print, mounted.
3 3/8 x 4 1/2 in. (8.6 x 11.4 cm)

Estimate \$30,000-50,000

PROVENANCE
From the artist; to Georgia O'Keeffe; to Doris Bry
Private Collection, New York

LITERATURE
Greenough, *Alfred Stieglitz: The Key Set, Volume Two*, cat. no. 1609, p. 912 for a variant

Alfred Stieglitz's image *Georgia O'Keeffe*, 1936, was taken nearly two decades after *Georgia O'Keeffe*, 1918 (lot 12). O'Keeffe, now older and wiser as a woman, lover and artist, is portrayed affectionately. In the current lot, Stieglitz captured O'Keeffe at Lake George from a lower vantage point and within a tighter frame than the portrait from 1918. This imbues O'Keeffe with an air of monumentality and pride. No longer an ingénue sitting by a flowering garden and looking sideways, O'Keeffe is now positioned against a stark sky that further accentuates her presence; she looks back at the camera with confidence and dignity. Along with *Georgia O'Keeffe*, 1918, the two portraits in the collection provide important visual bookends to a relationship whose legacy is still felt.

This print is a contact print from the artist's 4 x 5 in. negative which was mounted later by Doris Bry, per Georgia O'Keeffe's instructions. Doris Bry began her association with Georgia O'Keeffe in 1947 and is considered one of the leading specialists in the life and work of both Georgia O'Keeffe and Alfred Stieglitz.



ACTUAL SIZE

BEN SHAHN 1898-1969

Wife of destitute mountaineer, Ozark Mts., Ark., 1930s

Gelatin silver print.

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

Two credit stamps, typed title and various F.S.A./ Farm Security Administration stamps on the verso.

Estimate \$5,000-7,000

PROVENANCE

Winter Works on Paper, Brooklyn

Private Collection, New York

The Great Depression of the 1930s prompted photographers to assume a greater responsibility as vital informants of reality to the public-at-large. Accordingly, one of the ways in which the Farm Security Administration (FSA) aimed to tackle poverty in rural America in the mid 1930s was by raising public awareness of those who were hit hardest. Among the most notable photographers at the program were Ben Shahn and Dorothea Lange (lot 21).

Before launching a career as a photographer, Shahn exhibited strong leftist sensibilities towards the working class, which undoubtedly informed his artistic style and interest. In 1933, Shahn assisted world-renowned Mexican muralist Diego Rivera on his commission for the mural at Rockefeller Center, which was later canceled. Nonetheless, his passion for social realism carried through to his photography. In 1935, along with his then-roommate, Walker Evans, Shahn was recruited for the photography program at the FSA. Roy Stryker, head of the program, later stated: "I was taken by Ben's photos because they were so compassionate. Ben's were warm. Ben's had the juices of human beings and their troubles and all those human things." In his images, *Wife of destitute mountaineer, Ozark Mts., Ark., 1930s*, and *Untitled (Greenwich Village, New York City), 1933-1934*, (lot 18) Shahn depicts his subjects as they look away, possibly in resignation. By including their surroundings in the frame, he further contextualizes the gravity of their predicament and effectively increases awareness nationwide.





19 **JOHN ALBOK** 1894–1982

New York, Harlem, 1935

Gelatin silver print.

8 1/2 x 7 1/2 in. (21.6 x 19.1 cm)

Signed, titled and dated in pencil on the mount; '1392 Madison Ave., N.Y.' credit stamp on the reverse of the mount.

Estimate \$2,000-3,000

PROVENANCE

Lee Gallery, Winchester
Private Collection, New York

Hungarian-born photographer John Albok moved to the United States in 1921 where he began working as a tailor on the Upper East Side. Photographing the street life in his newfound home city was at first a hobby, but following a win at the *New York Herald Tribune* weekly photo contest in 1937, Albok turned his interest in the medium into a second career. Just one year later, the Museum of the City of New York held Albok's first show, *Faces of the City*. Over the course of his life, Albok continued to photograph passersby near his shop at 96th Street and Madison Avenue in Manhattan.



ACTUAL SIZE





CARL VAN VECHTEN 1880-1964

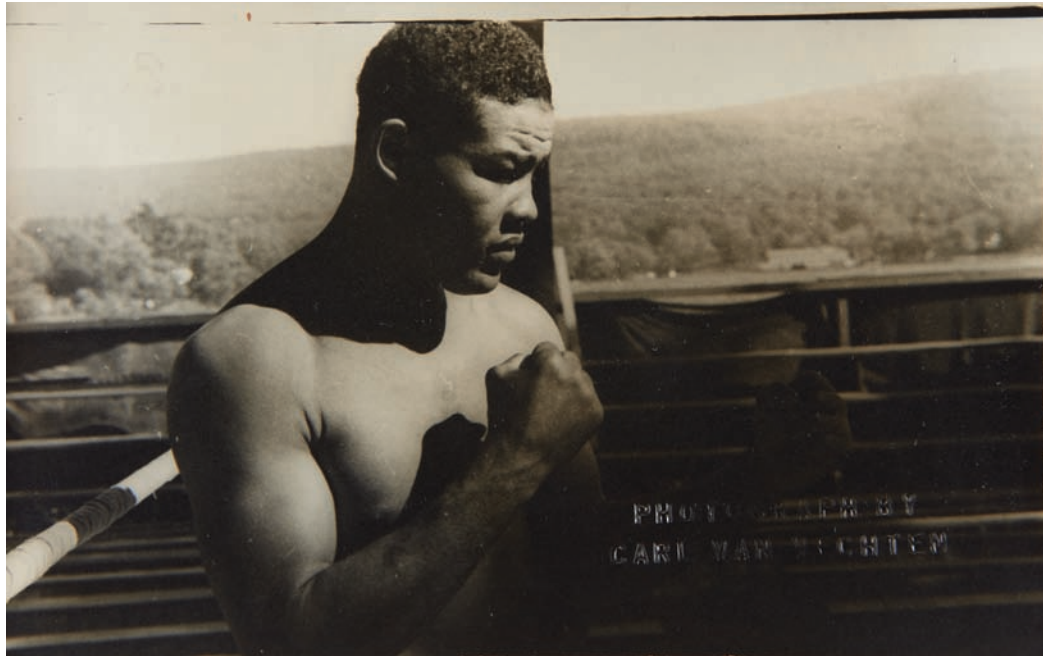
Joe Louis, circa 1937
Gelatin silver print, printed on Dupont postcard paper.
3 3/8 x 5 3/8 in. (8.6 x 13.7 cm)
Credit blindstamp on the recto.

Estimate \$3,000-5,000

PROVENANCE

Swann Galleries, New York, 17 February 2000, lot 26
Private Collection, New York

Carl Van Vechten's involvement in the New York art scene began when he was a music critic for the *New York Times* during the first decade of the 20th century. Later he became one of the leading champions of the Harlem Renaissance. In the 1930s, Van Vechten began photographing many of the notable painters, dancers, writers, musicians, photographers, actors and athletes, as seen in the current lot of former world heavyweight boxing champion Joe Louis. The photo was taken the year the renowned boxer won his first world championship, a title that he would go on to successfully defend for twelve consecutive years, cementing his status as one of the most legendary heavyweight boxers of all time.



ACTUAL SIZE

DOROTHEA LANGE 1895-1965

Water Boy, Mississippi Delta, 1938

Gelatin silver print, printed 1960s, flush-mounted.

10 3/8 x 9 7/8 in. (26.4 x 25.1 cm)

Estimate \$12,000-18,000

PROVENANCE

From the artist; to the Museum of Modern Art, New York

Edwynn Houk Gallery, New York

Lee Gallery, Winchester

Private Collection, New York

EXHIBITED

Dorothea Lange, Museum of Modern Art, New York, 1966, this print exhibited either at MoMA or as part of the traveling exhibition

LITERATURE

Aperture, *Dorothea Lange: Photographs of a Lifetime*, p. 90

Partridge, *Restless Spirit: The Life and Work of Dorothea Lange*, p. 79

San Francisco Museum of Modern Art, *Dorothea Lange: American Photographs*, pl. 61

for all, a variant cropping

As with the work of Ben Shahn (lots 17, 18), Dorothea Lange also had a strong empathy for those living under marginalized conditions. It is thus befitting that in 1934, following a tenure as a studio portrait photographer, Lange turned her lens to the streets and to the fields. By documenting the displaced and underprivileged, such as *Water Boy, Mississippi Delta*, 1938, Lange was an important force in lending a face to the sweeping Depression. Furthermore, by highlighting the dire conditions of the African-American community decades before the battle to end segregation reached its climax, Lange's image reveals her foresight and compassion for the often-overlooked community.

Dorothea Lange and her darkroom assistant made two sets of prints for the *Dorothea Lange* retrospective at the Museum of Modern Art in 1966: one to stay at MoMA and the other for the traveling exhibition. In 2002, MoMA deaccessioned the print being offered in the current lot. It remains unknown whether this print was exhibited at the museum or was the one intended for the traveling exhibition.





ACTUAL SIZE

PAUL STRAND 1890-1976

Mr. Bennett, Vermont, 1944

Gelatin silver print, printed 1960s.

7 1/8 x 9 1/8 in. (18.1 x 23.2 cm)

Credited, titled, 'Mr Bennett, New England', dated, initialed 'AK' by Paul Strand's archivist, Anne Kennedy in pencil and LIGHT Gallery stamp on the reverse of the flush-mount; artist's printing notations on the verso, visible through the flush-mount.

Estimate \$15,000-20,000

PROVENANCE

The Paul Strand Foundation, New York

LIGHT Gallery, New York

Private Collection, New York

LITERATURE

Aperture, *Paul Strand: Sixty Years of Photographs*, p. 88

Aperture, *Paul Strand: A Retrospective Monograph, The Years 1915-1946*, p. 152

Greenough, *Paul Strand: An American Vision*, p. 105

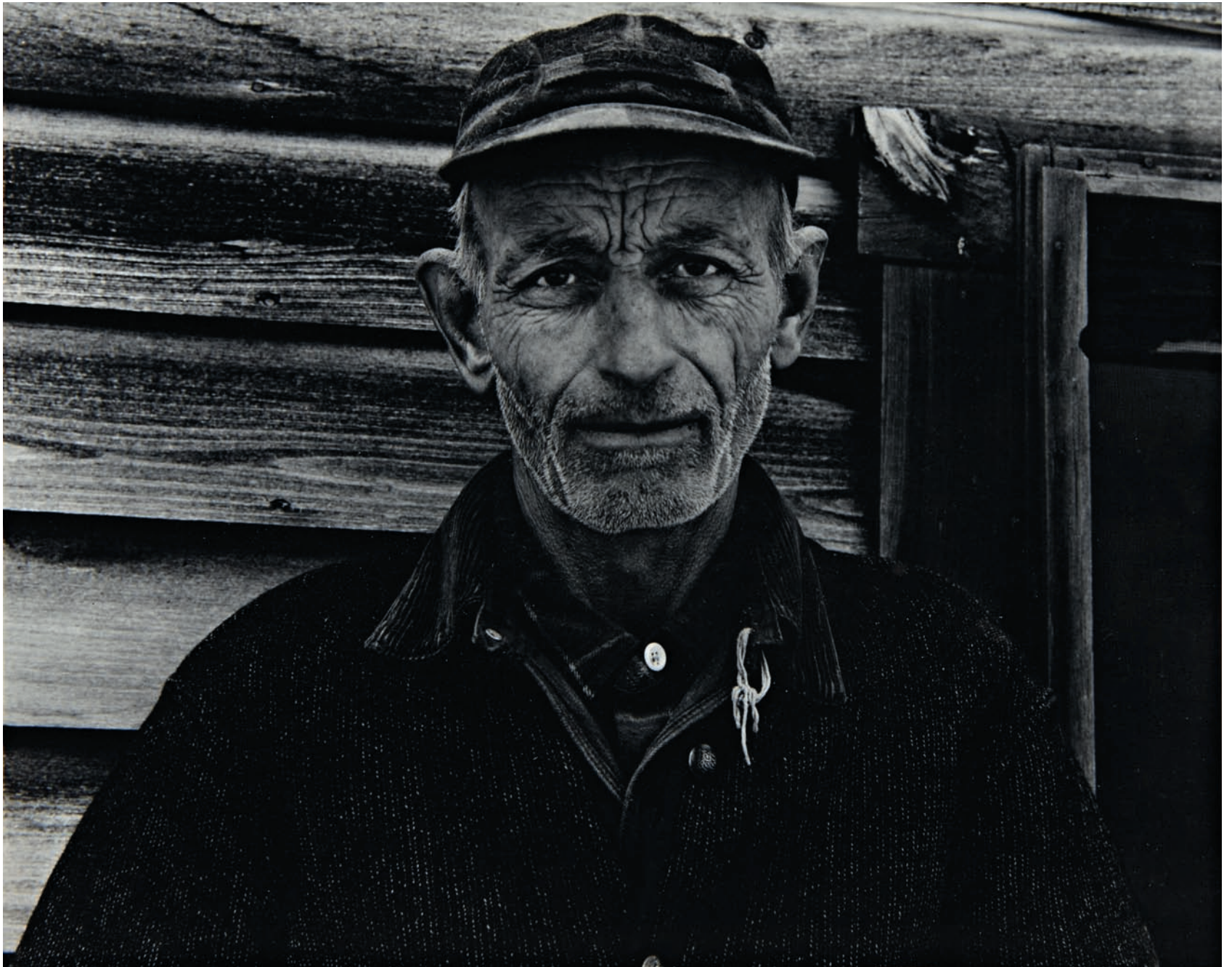
Newhall, *Time in New England: Photographs by Paul Strand*, p. 154

Zur Stockeregg, *Paul Strand*, pl. 62

In the 1930s, the inspiration that Paul Strand drew from the city began to wane. The countryside was where he believed that a more universal level of humanism existed. Mr. Bennett, a Vermont farmer, is photographed from the chest up; he looks directly at the camera. The tight cropping forces the viewer to stare back. Suddenly, the subject, immobile, ceases to be the traditional, romanticized farmer tilling the land and tending to the crops; he is now “Mr. Bennett, Vermont,” a man with a name and a place, universal variables that transcend class and heritage.

This is an enlarged print from the artist's 5 x 7 in. negative.

Other prints of this image are in the collections of The Metropolitan Museum of Art, New York, The International Center of Photography, New York and The San Francisco Museum of Modern Art.



AUGUST SANDER 1876-1964

Bauer Aus Schabernack, Westerwald, 1912

Gelatin silver print.

8 7/8 x 5 3/4 in. (22.5 x 14.6 cm)

Credit blindstamp on the recto; titled in pencil and 'Cöln-Lindenthal' credit stamp on the verso; 'Menschen des Zwanzigsten Jahrhunderts' label and notations by Gerd Sander, the photographer's grandson, in pencil on the reverse of the mount.

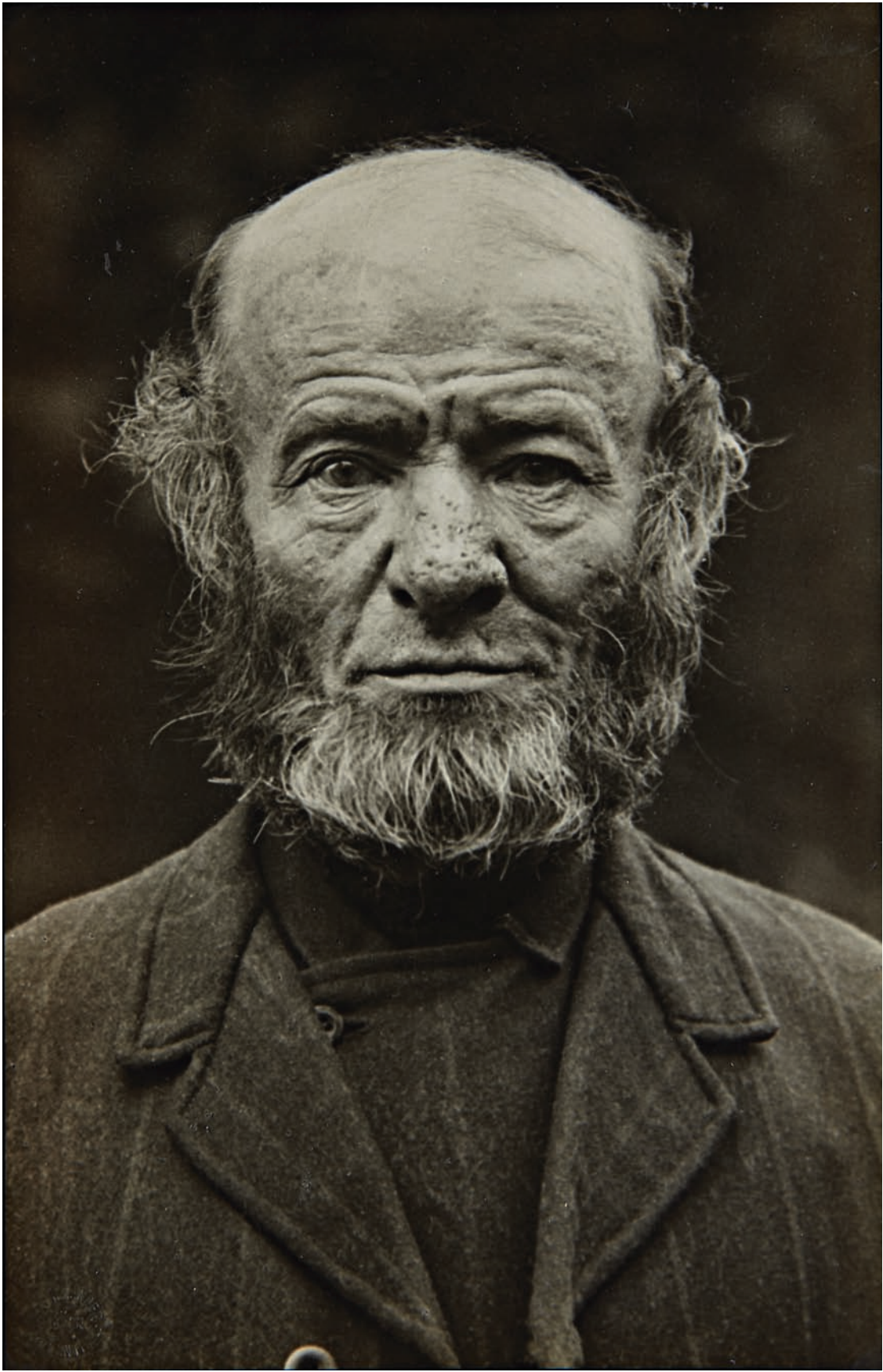
Estimate \$20,000-30,000

PROVENANCE

The Collection of Gerd Sander, France

Private Collection, New York

Between 1892 and 1954, German photographer August Sander embarked on an in-depth study of the German demographic, which he aptly identified in the 1920s as *People of the 20th Century*. Sander originally intended to present a seven-layer cross-section of the German population that he believed reflected the archetypes of what was “universally human”: The Farmer, The Skilled Tradesman, The Woman, Classes and Professions, The Artists, The City, and The Last People. Accordingly, his subjects were identified by their profession, as opposed to their economic standing, heritage, age or ethnic background. While Sander never completed the project of picking the final selections for each category in his lifetime, the body of work he left behind largely falls into the seven aforementioned categories. *Bauer Aus Schabernack, Westerwald*, 1912, which comfortably fits into the first of the categories, depicts a farmer in a forthright manner that removes any potential subjectivity on Sander's part and allows viewers to objectively engage with the subject.



ACTUAL SIZE

PAUL STRAND 1890-1976

Young Farmer, Po Valley, 1953

Gelatin silver print.

5 7/8 x 4 5/8 in. (14.9 x 11.7 cm)

Signed, titled and dated in pencil on the reverse of the flush-mount.

Estimate \$20,000-30,000

PROVENANCE

The Collection of Walter and Naomi Rosenblum, New York

Private Collection, New York

LITERATURE

Aperture, *Paul Strand: Sixty Years of Photographs*, p. 80 there titled *Portrait of a Young Man*,
Luzzara, Italy

“There was nothing immediately stirring or attractive about the place, but Hazel and I weren’t looking for picturesqueness, the plainness was a challenge; it meant you had to look closer, dig into the life with more intensity.”—Paul Strand, Aperture, Paul Strand: Sixty Years of Photographs, p. 31

Please reference lot 22 for further information on Paul Strand and the current lot.



ACTUAL SIZE

DAVID MARTIN HEATH b. 1931

NYC, circa 1960
Gelatin silver print.
11 x 8 in. (27.9 x 20.3 cm)
Signed in ink in the margin; titled and dated in pencil on the verso.

Estimate \$5,000-7,000

PROVENANCE
Simon Lowinsky Gallery, San Francisco
Private Collection, New York

LITERATURE
Heath, *A Dialogue with Solitude*, pl. 79

David Martin Heath's interest in photography was sparked in part by reading a book about photographic techniques, *Photography is a Language*, published in 1946. Later, under the mentorship of Robert Frank and W. Eugene Smith, Heath began taking candid snapshots of strangers whom he encountered outdoors. Unstaged portraits, the images are earnest and unfeigned. In *NYC*, circa 1960, the determination in the man's facial expression reveals his protective instinct towards the child; his tight embrace reveals an intimacy between the two. We are made to feel that the child is his and that their bond is impenetrable.



ACTUAL SIZE







ANDRÉ KERTÉSZ 1894-1985

Flowers for Elizabeth, New York, 1976

Gelatin silver print.

9 1/2 x 13 5/8 in. (24.1 x 34.6 cm)

Signed and dated '1975' [sic] in pencil on the verso.

Estimate \$2,500-3,500

PROVENANCE

The Collection of Igor Bakht, New York

Private Collection, New York

LITERATURE

Borhan, *André Kertész: His Life and Work*, p. 322

Harry N. Abrams, Inc., *André Kertész: A Lifetime of Perception*, p. 203

National Gallery of Art, *André Kertész*, pl. 108

In *Flowers for Elizabeth, New York*, taken four decades after his move to New York, André Kertész takes a portrait without the actual presence of the subject. The artist's wife, Elizabeth, is felt in the bountiful bouquets; the artist himself is felt in the shirt haphazardly slung over the chair, his reading glasses strewn on the seat, and a book casually opened to two pages of nude figures. Kertész's beloved Elizabeth passed away the year after this picture was taken, rendering this image a lasting and charming memento of their lives together.

Igor Bakht, from whose collection the print originates, was a fellow Hungarian exile of Kertész. In the 1960s they began a long lasting collaboration as photographer and printer.



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GUIDE FOR PROSPECTIVE BUYERS

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Bids may be executed during the auction in person by paddle or by telephone or prior to the sale in writing by absentee bid.

Bidding in Person

To bid in person, you will need to register for and collect a paddle before the auction begins. 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. 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 de Pury & Company 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 multi-lingual 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 \$1000. 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 any applicable taxes, which we can execute on your behalf in the event we are unable to reach you by telephone.

Absentee Bids

If you are unable to attend the auction and cannot participate by telephone, Phillips de Pury & Company 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 any applicable taxes. 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 de Pury & Company 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.

\$50 to \$1,000	by \$50s
\$1,000 to \$2,000	by \$100s
\$2,000 to \$3,000	by \$200s
\$3,000 to \$5,000	by \$200s, 500, 800 (i.e. \$4,200, 4,500, 4,800)
\$5,000 to \$10,000	by \$500s
\$10,000 to \$20,000	by \$1,000s
\$20,000 to \$30,000	by \$2,000s
\$30,000 to \$50,000	by \$2,000s, 5,000, 8,000
\$50,000 to \$100,000	by \$5,000s
\$100,000 to \$200,000	by \$10,000s
above \$200,000	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 de Pury & Company 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 are agreed with Phillips de Pury & Company in writing in advance of the sale. Payments must be made in US dollars either by cash, check drawn on a US 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 US\$10,000.

Credit Cards

As a courtesy to clients, Phillips de Pury & Company will accept American Express, Visa and Mastercard to pay for invoices of \$10,000 or less.

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 de Pury & Company has received full and cleared payment and we are not owed any other amount by the buyer. Promptly after the auction, we will transfer all lots to our warehouse located at 29-09 37th Avenue in Long Island City, Queens, New York. All purchased lots should be collected at this location during our regular weekday business hours. As a courtesy to clients, we will upon request transfer purchased lots suitable for hand carry back to our premises at 450 West 15th Street, New York, New York for collection within 30 days following the date of the auction. For each purchased lot not collected from us at either our warehouse or our auction galleries by such date, Phillips de Pury & Company will levy a late collection fee of \$50, an additional administrative fee of \$10 per day and insurance charges of 0.1% of the Purchase Price per month on each uncollected lot.

Loss or Damage

Buyers are reminded that Phillips de Pury & Company accepts liability for loss or damage to lots for a maximum of five days following the auction.

Transport and Shipping

As a free service for buyers, Phillips de Pury & Company will wrap purchased lots for hand carry only. We will, at the buyer's expense, either provide packing, handling and shipping services or coordinate with shipping agents instructed by the buyer in order to facilitate such services for property purchased at Phillips de Pury & Company. Please refer to Paragraph 7 of the Conditions of Sale for more information.

Export and Import Licenses

Before bidding for any property, prospective bidders are advised to make independent inquiries as to whether a license is required to export the property from the United States 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 licenses or permits. The denial of any required license 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 license or certificate prior to exportation and additional licenses or certificates upon importation to any foreign country. Please note that the ability to obtain an export license or certificate does not ensure the ability to obtain an import license 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 licenses or certificates as well as any other required documentation. The denial of any required license 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.

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 de Pury & Company 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 de Pury & Company 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 de Pury & Company and the seller contract with the buyer.

2 PHILLIPS de PURY & COMPANY AS AGENT

Phillips de Pury & Company acts as an agent for the seller, unless otherwise indicated in this catalogue or at the time of auction. On occasion, Phillips de Pury & Company may own a lot, in which case we will act in a principal capacity as a consignor, or 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 de Pury & Company in relation to each lot is partially dependent on information provided to us by the seller, and Phillips de Pury & Company 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 de Pury & Company is available for inspection by prospective buyers prior to the auction. Phillips de Pury & Company 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 de Pury & Company 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 de Pury & Company. 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 de Pury & Company in our absolute discretion. Neither Phillips de Pury & Company 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 de Pury & Company 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 de Pury & Company.

(b) As a convenience to bidders who cannot attend the auction in person, Phillips de Pury & Company 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 de Pury & Company. 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 any applicable sales or use taxes. 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 de Pury & Company. Telephone bidding is available for lots whose low pre-sale estimate is at least \$1,000. Phillips de Pury & Company 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) When making a bid, whether in person, by absentee bid or on the telephone, 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 de Pury & Company before the commencement of the auction that the bidder is acting as agent on behalf of an identified third party acceptable to Phillips de Pury & Company and that we will only look to the principal for such payment.

(e) Arranging absentee and telephone bids is a free service provided by Phillips de Pury & Company 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.

(f) Employees of Phillips de Pury & Company 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 de Pury & Company 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.

(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 US dollars and payment is due in US dollars. For the benefit of international clients, pre-sale estimates in the auction catalogue may be shown in pounds sterling and/or euros and, if so, will reflect approximate exchange rates. Accordingly, estimates in pounds sterling 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 and any applicable sales tax (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 de Pury & Company 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) Sales tax, use tax and excise and other taxes are payable in accordance with applicable law. All prices, fees, charges and expenses set out in these Conditions of Sale are quoted exclusive of applicable taxes. Phillips de Pury & Company will only accept valid resale certificates from US dealers as proof of exemption from sales tax. All foreign buyers should contact the Client Accounting Department about tax matters.

(c) 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 US dollars either by cash, check drawn on a US bank or wire transfer, as follows:

(i) Phillips de Pury & Company will accept payment in cash provided that the total amount paid in cash or cash equivalents does not exceed US\$10,000. Buyers paying in cash should do so in person at our Client Accounting Desk at 450 West 15th Street, Third Floor, during regular weekday business hours.

(ii) Personal checks and banker's drafts are accepted if drawn on a US bank and the buyer provides to us acceptable government issued identification. Checks and banker's drafts should be made payable to "Phillips de Pury & Company LLC." If payment is sent by mail, please send the check or banker's draft to the attention of the Client Accounting Department at 450 West 15th Street, New York, NY 10011 and make sure that the sale and lot number is written on the check. Checks or banker's drafts drawn by third parties will not be accepted.

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

Citibank
322 West 23rd Street, New York, NY 10011
SWIFT Code: CITIUS33
ABA Routing: 021 000 089
For the account of Phillips de Pury & Company LLC
Account no.: 58347736

Please reference the relevant sale and lot number.

(d) Title in a purchased lot will not pass until Phillips de Pury & Company has received the Purchase Price for that lot in cleared funds. Phillips de Pury & Company 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 de Pury & Company 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 de Pury & Company 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, and no later than five days after the conclusion of the auction, he or she should contact our Shipping Department at +1 212 940 1372 or +1 212 940 1373 to arrange for collection of purchased property.

(b) Promptly after the auction, we will transfer all lots to our warehouse located at 29-09 37th Avenue in Long Island City, Queens, New York. All purchased lots should be collected at this location during our regular weekday business hours. As a courtesy to clients, Phillips de Pury & Company will upon request transfer on a bi-weekly basis purchased lots suitable for hand carry back to our premises at 450 West 15th Street, New York, New York for collection within 30 days following the date of the auction. Purchased lots are at the buyer's risk, including the responsibility for insurance, from the earlier to occur of (i) the date of collection or (ii) five days after the auction. Until risk passes, Phillips de Pury & Company 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 de Pury & Company will, without charge, wrap purchased lots for hand carry only. We will, at the buyer's expense, either provide packing, handling, insurance and shipping services or coordinate with shipping agents instructed by the buyer in order to facilitate such services for property bought at Phillips de Pury & Company. Any such instruction, whether or not made at our recommendation, 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. Third party shippers should contact us by telephone at +1 212 940 1376 or by fax at +1 212 924 6477 at least 24 hours in advance of collection in order to schedule pickup.

(d) Phillips de Pury & Company 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, each lot will incur a late collection fee of \$50, administrative charges of \$10 per day and insurance charges of .1% of the Purchase Price per month on each uncollected lot.

(b) If a purchased lot is paid for but not collected within six months of the auction, the buyer authorizes Phillips de Pury & Company, upon notice, to arrange a resale of the item by auction or private sale, with estimates and a reserve set at Phillips de Pury & Company'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 de Pury & Company 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 five days of the auction, Phillips de Pury & Company may in our sole discretion exercise one or more of the following remedies: (i) store the lot at Phillips de Pury & Company's premises or elsewhere at the buyer's sole risk and expense at the same rates as set forth in Paragraph 8 (a) above; (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 de Pury & Company 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 de Pury & Company or any of our affiliated companies after the deduction from sale proceeds of our standard vendor's commission and all sale-related expenses; (vi) resell the lot by auction or private sale, with estimates and a reserve set at Phillips de Pury & Company'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; or (viii) 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.

(b) As security to us for full payment by the buyer of all outstanding amounts due to Phillips de Pury & Company and our affiliated companies, Phillips de Pury & Company retains, and the buyer grants to us, a security interest in each lot purchased at auction by the buyer and in any other property or money of the buyer in, or coming into, our possession or the possession of one of our affiliated companies. We may apply such money or deal with such property as the Uniform Commercial Code or other applicable law permits a secured creditor to do. In the event that we exercise a lien over property in our possession because the buyer is in default to one of our affiliated companies, we will so notify the buyer. Our security interest in any individual lot will terminate upon actual delivery of the lot to the buyer or the buyer's agent.

(c) In the event the buyer is in default of payment to any of our affiliated companies, the buyer also irrevocably authorizes Phillips de Pury & Company 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 de Pury & Company will notify the buyer if the buyer's property has been delivered to an affiliated company by way of pledge.

10 RESCISSION BY PHILLIPS de PURY & COMPANY

Phillips de Pury & Company 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 de Pury & Company's election to rescind the sale, the buyer will promptly return the lot to Phillips de Pury & Company, 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 de Pury & Company and the seller with respect to such rescinded sale..

11 EXPORT, IMPORT AND ENDANGERED SPECIES LICENSES AND PERMITS

Before bidding for any property, prospective buyers are advised to make their own inquiries as to whether a license is required to export a lot from the United States 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. It is solely the buyer's responsibility to comply with these laws and to obtain any necessary export, import and endangered species licenses or permits. Failure to obtain a license 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.

12 CLIENT INFORMATION

In connection with the management and operation of our business and the marketing and supply of auction related services, or as required by law, we may ask clients to provide personal information about themselves or obtain information about clients from third parties (e.g., credit information). If clients provide us with information that is defined by law as "sensitive," they agree that Phillips de Pury & Company and our affiliated companies may use it for the above purposes. Phillips de Pury & Company and our affiliated companies will not use or process sensitive information for any other purpose without the client's express consent. If you would like further information on our policies on personal data or wish to make corrections to your information, please contact us at +1 212 940 1228. If you would prefer not to receive details of future events please call the above number.

13 LIMITATION OF LIABILITY

(a) Subject to subparagraph (e) below, the total liability of Phillips de Pury & Company, 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 de Pury & Company, 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 de Pury & Company 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 de Pury & Company 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 de Pury & Company, our affiliated companies and the seller to the fullest extent permitted by law.

(d) Subject to subparagraph (e) below, none of Phillips de Pury & Company, 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 subparagraph (a) above, whether such loss or damage is characterized 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 de Pury & Company 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 de Pury & Company relating to a lot, including the contents of this catalogue, is and shall remain at all times the property of Phillips de Pury & Company and such images and materials may not be used by the buyer or any other party without our prior written consent. Phillips de Pury & Company 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 de Pury & Company 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 de Pury & Company.

(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.

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 laws of the State of New York, excluding its conflicts of law rules.

(b) Phillips de Pury & Company, all bidders and all sellers agree to the exclusive jurisdiction of the (i) state courts of the State of New York located in New York City and (ii) the federal courts for the Southern and Eastern Districts of New York 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.

(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 New York law or the law of the place of service, at the last address of the bidder or seller known to Phillips de Pury & Company.

AUTHORSHIP WARRANTY

Phillips de Pury & Company warrants the authorship of property in this auction catalogue for a period of five years from date of sale by Phillips de Pury & Company, subject to the exclusions and limitations set forth below.

(a) Phillips de Pury & Company 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.

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450 PARK AVENUE NEW YORK 10022

4 April 2012, 10am

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24 March – 3 April

Monday – Saturday 10am–6pm

Sundays 12pm–6pm

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In sending in written bids or making enquiries please refer to this sale as NY040012 or The Face of Modernism.

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Inside Back Cover Lewis Wickes Hine, *Group of tack-pullers*, 1911, lot 10 (detail)

Back Cover André Kertész, *Untitled, Paris*, 1932-1936, lot 5 (detail)





