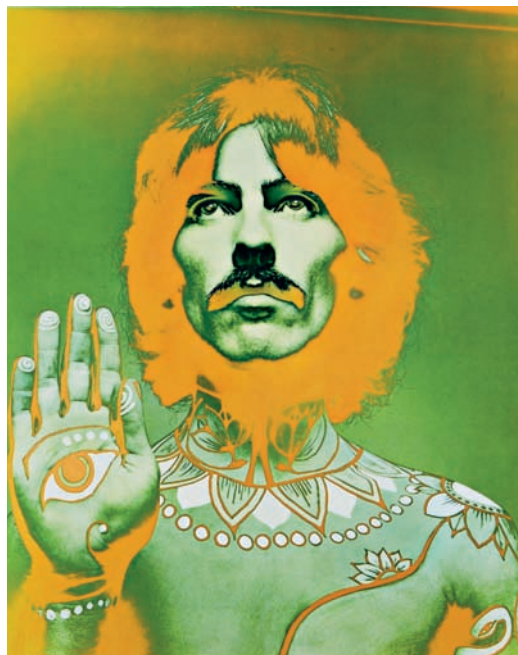


**PHILLIPS**  
de PURY & COMPANY



# PHOTOGRAPHS

4 **OCTOBER** 2011 450 PARK AVENUE **NEW YORK**





















# PHOTOGRAPHS

4    **OCTOBER**    2011    11AM & 3PM    450 PARK AVENUE    **NEW YORK**

**LOTS 1-200**

## **VIEWING**

**450 Park Avenue New York 10022**

Monday 26 September – Saturday 1 October, 10am – 6pm

Sunday 2 October, 12pm–6pm

Monday 3 October, 10am – 6pm

**MORNING SESSION**    11am    Lots 1-95

**Front Cover** Richard Avedon, *The Beatles Portfolio: John Lennon, Ringo Starr, George Harrison and Paul McCartney, musicians, London, 1967*, lot 56

**Opposite** Irving Penn, *Black and White Vogue Cover (Jean Patchett), New York, 1950*, lot 32 (detail)

1



2



**1 LILLIAN BASSMAN** b. 1917

*Night Bloom. Anneliese Seubert, Paris, New York Times Magazine [Ball gown by Givenchy by John Galliano], 1996*

Gelatin silver print, printed later. 22 3/8 x 17 3/4 in. (56.8 x 45.1 cm). Signed and numbered 16/25 in pencil on the verso.

**Estimate \$7,000-9,000**

**PROVENANCE** Peter Fetterman Gallery, Santa Monica

**LITERATURE** *The New York Times Magazine*, 31 March 1996; Solomon, *Lillian Bassman: Women*, p. 87

**2 LILLIAN BASSMAN** b. 1917

*Margie Cato [test shoot] New York, circa 1950*

Gelatin silver print, printed later. 22 1/8 x 16 3/4 in. (56.2 x 42.5 cm). Signed and numbered 12/25 in pencil on the verso.

**Estimate \$7,000-9,000**

**PROVENANCE** Peter Fetterman Gallery, Santa Monica

**LITERATURE** Solomon, *Lillian Bassman: Women*, p. 193

**3 LILLIAN BASSMAN** b. 1917

*Barbara Mullen [Blowing Kiss] Harper's Bazaar, circa 1958*

Gelatin silver print, printed later. 20 x 18 3/8 in. (50.8 x 46.7 cm). Signed and numbered 22/25 in pencil on the verso.

**Estimate \$7,000-9,000**

**PROVENANCE** Peter Fetterman Gallery, Santa Monica

**LITERATURE** Solomon, *Lillian Bassman: Women*, p. 127

3







4 **RICHARD AVEDON** 1923-2004

*Dorian Leigh, Evening Dress by Piguet, Helena Rubinstein apartment, Île St. Louis, Paris, August, 1949*

Gelatin silver print from *Avedon/Paris*, printed 1978. 14 x 17 5/8 in. (35.6 x 44.8 cm). Signed, numbered 10/75 in pencil, copyright credit reproduction limitation, portfolio, edition, title and date stamps on the verso.

**Estimate \$15,000-20,000**

**LITERATURE** International Center of Photography and The Avedon Foundation, *Avedon Fashion: 1944-2000*, pp. 36-37; The Metropolitan Museum of Art, *The Model as Muse: Embodying Fashion*, pp. 44-45



5 **RICHARD AVEDON** 1923-2004

*Suzy Parker, Evening Dress by Lanvin-Castillo, Café des Beaux Arts, Paris, August, 1956*  
Gelatin silver print from *Avedon/Paris*, printed 1978. 17 3/4 x 14 in. (45.1 x 35.6 cm). Signed, numbered 10/75 in pencil, copyright credit reproduction limitation, portfolio, edition, title and date stamps on the verso.

**Estimate \$10,000-15,000**

**LITERATURE** International Center of Photography and The Avedon Foundation, *Avedon Fashion: 1944-2000*, p. 116

6 **RICHARD AVEDON** 1923-2004

*Dorian Leigh, Coat by Dior, Avenue Montaigne, Paris, 1949*  
Gelatin silver print from *Avedon/Paris*, printed 1978. 17 5/8 x 14 in. (44.8 x 35.6 cm). Signed, numbered 10/75 in pencil, copyright credit reproduction limitation, portfolio, edition, title and date stamps on the verso.

**Estimate \$7,000-9,000**

**LITERATURE** International Center of Photography and The Avedon Foundation, *Avedon Fashion: 1944-2000*, p. 63





7



**7 RICHARD AVEDON** 1923-2004

*Elise Daniels, Turban by Paulette, Pre-Catelan, Paris, August, 1948*

Gelatin silver print from *Avedon/Paris*, printed 1978. 14 x 17 5/8 in. (35.6 x 44.8 cm). Signed, numbered 10/75 in pencil, copyright credit reproduction limitation, portfolio, edition, title and date stamps on the verso.

**Estimate \$8,000-12,000**

**LITERATURE** International Center of Photography and The Avedon Foundation, *Avedon Fashion: 1944-2000*, p. 56

**8 RICHARD AVEDON** 1923-2004

*Renée, The New Look of Dior, Place de la Concorde, Paris, August, 1947*

Gelatin silver print from *Avedon/Paris*, printed 1978. 17 5/8 x 14 1/8 in. (44.8 x 35.9 cm). Signed, numbered 10/75 in pencil, copyright credit reproduction limitation, portfolio, edition, title and date stamps on the verso.

**Estimate \$7,000-9,000**

**LITERATURE** International Center of Photography and The Avedon Foundation, *Avedon Fashion: 1944-2000*, pp. 2-3; Random House, *Richard Avedon: Evidence 1944-1994*, p. 129

8



9



**9 RICHARD AVEDON** 1923-2004

*Dorian Leigh, Schiaparelli rhinestones, Pre-Catelan, Paris, August, 1949*

Gelatin silver print from *Avedon/Paris*, printed 1978. 14 1/8 x 17 5/8 in. (35.9 x 44.8 cm). Signed, numbered 10/75 in pencil, copyright credit reproduction limitation, portfolio, edition, title and date stamps on the verso.

**Estimate \$3,000-5,000**

**LITERATURE** International Center of Photography and The Avedon Foundation, *Avedon Fashion: 1944-2000*, pp. 54-55; Random House, *Richard Avedon: Evidence 1944-1994*, p. 38 for a variant



10 **MARIO GIACOMELLI** 1925-2000  
*Untitled from lo non ho mani che mi accarezzino il volto (I have no hands that caress my face),*  
1961-1963  
Gelatin silver print, printed later. 9 3/8 x 12 1/8 in. (23.8 x 30.8 cm). Signed in ink on the recto;  
signed in ink on the verso.

**Estimate \$5,000-7,000**

**PROVENANCE** Photofusion, London  
**LITERATURE** Celant, *Mario Giacomelli*, n.p.;

11 **ELLIOTT ERWITT** b. 1928  
*Paris, 1989*  
Gelatin silver print, printed later. 11 7/8 x 17 3/4 in. (30.2 x 45.1 cm). Signed in ink in the  
margin; signed, titled and dated in pencil on the verso.

**Estimate \$2,500-3,500**

**LITERATURE** teNeues, *Elliott Erwitt: Personal Best*, n.p.



12 **MARIO GIACOMELLI** 1925-2000  
*Untitled from lo non ho mani che mi accarezzino il volto (I have no hands that caress my face),*  
1961-1963  
Gelatin silver print, printed later. 10 1/8 x 7 1/2 in. (25.7 x 19.1 cm). Signed in ink on the recto;  
signed and titled 'lo non ho mani che mi accarezzino' in pencil on the overmat.

**Estimate \$5,000-7,000**

**PROVENANCE** Photofusion, London  
**LITERATURE** Celant, *Mario Giacomelli*, n.p.



13



13 **ROBERT DOISNEAU** 1912-1994

*Le baiser de l'Hôtel de Ville, March, 1950*

Gelatin silver print, printed later. 9 1/2 x 11 3/4 in. (24.1 x 29.8 cm). Signed in ink in the margin; initialed, titled and dated in ink on the verso.

**Estimate \$15,000-20,000**

**LITERATURE** *Life*, 1950; High Museum of Art, *Chorus of Light: Photographs from the Sir Elton John Collection*, p. 102; Koetzle, *Photo Icons: Volume 2*, pp. 72-73; Ollier, *Doisneau: Paris*, p. 395

14



14 **ANDRÉ KERTÉSZ** 1894-1985

*Paris, 1937*

Gelatin silver print. 8 3/4 x 9 3/4 in. (22.2 x 24.8 cm). Signed, titled, dated in pencil and printing notations in pencil and green wax pencil on the verso.

**Estimate \$3,000-5,000**

**EXHIBITED** *André Kertész: The Manchester Collection*, University of Salford, Salford, 1978

**LITERATURE** Aperture Foundation, Inc., *André Kertész: The Manchester Collection*, cover

15 **ALBERT WATSON** b. 1942

*The Kiss, Paris, 1988*

Gelatin silver print. 19 3/4 x 15 3/4 in. (50.2 x 40 cm). Signed, titled, dated and numbered 5/25 in pencil on the reverse of the flush-mount.

**Estimate \$3,000-5,000**

15







16 **HENRI CARTIER-BRESSON** 1908-2004  
*Rue Mouffetard, Paris, 1954*  
Gelatin silver print, printed later. 17 5/8 x 11 3/4 in. (44.8 x 29.8 cm). Signed in ink and copyright credit blindstamp in the margin.

**Estimate \$15,000-20,000**

**LITERATURE** Galassi, *Henri Cartier-Bresson: The Man, the Image and the World*, pl. 65; Galassi, *Henri Cartier-Bresson: The Modern Century*, pl. 65; Montier, *Henri Cartier-Bresson and the Artless Art*, p. 157; Thames & Hudson, *Henri Cartier-Bresson: Photographer*, pl. 140

17 **HENRI CARTIER-BRESSON** 1908-2004  
*Swan Lake, Bolshoi Theatre, Moscow, 1954*  
Gelatin silver print, printed later. 11 7/8 x 17 5/8 in. (30.2 x 44.8 cm). Signed in ink and copyright credit blindstamp in the margin.

**Estimate \$8,000-12,000**

**LITERATURE** Clair, *Henri Cartier-Bresson: Europeans*, p. 192

18 **HENRI CARTIER-BRESSON** 1908-2004  
*Marilyn Monroe in Reno, 1961*  
Gelatin silver print, printed later. 17 1/2 x 11 3/4 in. (44.5 x 29.8 cm). Signed in ink and copyright credit blindstamp in the margin.

**Estimate \$6,000-8,000**

**LITERATURE** Bulfinch Press, *Tête à tête: Portraits by Henri Cartier-Bresson*, pl. 101; Montier, *Henri Cartier-Bresson and the Artless Art*, pl. 249







19 **HENRI CARTIER-BRESSON** 1908-2004

*Brie, France, 1968*

Gelatin silver print, printed later. 11 7/8 x 17 5/8 in. (30.2 x 44.8 cm). Signed in ink and copyright credit blindstamp in the margin.

**Estimate \$8,000-12,000**

**LITERATURE** Bulfinch Press, *Henri Cartier-Bresson: City and Landscapes*, cover and p. 62; Galassi, *Henri Cartier-Bresson: The Modern Century*, p. 146; High Museum of Art, *Chorus of Light: Photographs from the Sir Elton John Collection*, p. 146; Montier, *Henri Cartier-Bresson and the Artless Art*, pl. 282



PROPERTY FROM THE COLLECTION OF JAY AND LAURA CROUSE

20 **HENRI CARTIER-BRESSON** 1908-2004

*On the Banks of the Marne, 1938*

Gelatin silver print, printed 1980s. 11 7/8 x 17 5/8 in. (30.2 x 44.8 cm). Signed in ink and copyright credit blindstamp in the margin.

**Estimate \$8,000-12,000**

**PROVENANCE** Helen Wright as agent for the photographer

**LITERATURE** Galassi, *Henri Cartier-Bresson: The Modern Century*, pl. 65 there titled *Juvisy, France*; Montier, *Henri Cartier-Bresson and The Artless Art*, pl. 111



21 **HENRI CARTIER-BRESSON** 1908-2004

*Alberto Giacometti, circa 1960*

Gelatin silver print, printed later. 9 3/8 x 14 in. (23.8 x 35.6 cm). Signed in ink and copyright credit blindstamp in the margin.

**Estimate \$5,000-7,000**

**PROVENANCE** Phillips de Pury & Company, New York, 28 April 2005, lot 185

**LITERATURE** Galassi, *Henri Cartier-Bresson: The Modern Century*, pl. 59; Gombrich, *Tête à Tête: Portraits by Henri Cartier-Bresson*, pl. 61; Thames & Hudson, *Photoportraits*, p. 93





**22 HENRI CARTIER-BRESSON** 1908-2004

*Île de la Cité, Paris, 1951*

Gelatin silver print, printed later. 11 7/8 x 17 5/8 in. (30.2 x 44.8 cm). Signed in ink and copyright credit blindstamp in the margin.

**Estimate \$8,000-12,000**

**PROVENANCE** Acquired directly from the artist; Phillips de Pury & Company, London, 3 November 2010, lot 61

**LITERATURE** Bulfinch Press, *Henri Cartier-Bresson: City and Landscapes*, pl. 162; Fraenkel Gallery, *20Twenty*, pl. 37; Montier, *Henri Cartier-Bresson and the Artless Art*, p. 77; Thames & Hudson, *Henri Cartier-Bresson: Photographer*, pl. 8

**23 RUTH BERNHARD** 1905-2006

*Sand Dune, 1967*

Gelatin silver print, printed later. 6 7/8 x 13 5/8 in. (17.5 x 34.6 cm). Signed in pencil on the mount; signed, titled, dated in pencil and copyright credit stamp on the reverse of the mount.

**Estimate \$5,000-7,000**

**LITERATURE** Chronicle Books, *Ruth Bernhard: The Eternal Body*, pl. 27







**24 HORST P. HORST** 1906-1999

*Classical Still Life, N.Y.*, 1937

Platinum palladium print, printed later. 18 x 14 in. (45.7 x 35.6 cm). Signed in pencil in the margin; signed, titled, dated, numbered AP 2/2 and annotated 'Platinum Palladium' in pencil on the verso. One from an edition of 10 plus 2 artist's proofs.

**Estimate \$30,000-40,000**

**PROVENANCE** Fay Gold Gallery, Atlanta

**LITERATURE** Kazmaier, *Horst: Sixty Years of Photography*, pl. 42

The still-life images by Horst P. Horst embody the Classical tenets that he dutifully employed throughout his career, be it in his floral, fashion or figurative works. As a former student of the famed architect Le Corbusier, Horst's interest in architecture, line, form and volume began at an early age. His love for these principles was further applied to his photography, which he began doing in 1930, shortly after moving to Paris from his native Germany. Just as Horst staged his models into Classical statues in contrapposto

poses under chiaroscuro lighting, he utilized the same dramatic staging and effective lighting to animate his still-lives, creating images of sublime grace and elegance.

In *Classical Still Life, N.Y.*, 1937, (lot 24), Horst successfully composed seemingly disparate objects of varying texture, mass, scale and volume into a harmonious scene that immediately evokes notions of ancient Grecian ruins as much as it does of a streamlined Modernist aesthetic. Likewise, in *Houdon, Still Life, Paris*, 1937, (lot 53), Horst assembled a group of objects, mostly figurative—a Roman bust, a freestanding Houdon sculpture, a hand, and a hoop. Just as the Classical bust provided inspiration for the French Enlightenment sculptor Jean-Antoine Houdon in his Neoclassical works, Horst is inferred to be among the next generation of Classical followers. This is most clearly evidenced by the inclusion of the loop, which connotes the cyclical nature in the arts. Both images stand as a testament to Horst's respect for his predecessors, and his uncontested ability to reference their work without relinquishing his own undeniable contribution.





25 **HORST P. HORST** 1906-1999

*Lillian Marcuson*, 1950

Platinum palladium print, printed later. 18 1/2 x 15 1/8 in. (47 x 38.4 cm). Signed, titled, dated and annotated 'Platinum Palladium' in pencil on the verso. One from an edition of 25.

**Estimate \$15,000-20,000**

**PROVENANCE** Staley+Wise Gallery, New York

**LITERATURE** Kazmaier, *Horst: Sixty Years of Photography*, pl. 105

The proposed edition of 25 was never fully realized.



26



28



27



26 **BERT STERN** b. 1930

*Marilyn Monroe from The Last Sitting, Vogue, 1962*

Inkjet print, printed 2005. 22 5/8 x 19 3/4 in. (57.5 x 50.2 cm). Signed, titled 'Marilyn' and dated in pencil in the margin; signed, dated, numbered '398' in pencil and copyright credit reproduction limitation stamp on the verso.

**Estimate \$4,000-6,000**

**LITERATURE** *Vogue*, 1 September 1962; Angeletti and Oliva, *In Vogue*, pp. 172-173

27 **ANDREAS FEININGER** 1906-1999

*The Photojournalist (Dennis Stock), 1955*

Gelatin silver print, printed later. 13 1/2 x 10 5/8 in. (34.3 x 27 cm.) Signed in pencil and edition stamp on the verso. Number 5 from an edition of 50.

**Estimate \$10,000-15,000**

**LITERATURE** Gee, *Photography of the Fifties: An American Perspective*, p. 145; High Museum of Art, *Chorus of Light: Photographs from the Sir Elton John Collection*, p. 70; Lemagny and Rouillé, *A History of Photography*, cover and p. 268; Morgan & Morgan, *Andreas Feininger*, p. 77; New Britain Museum of American Art, *By Way of These Eyes: The Sublime, Exotic and Familiar, The Christopher Hyland Collection of Photography*, cover; Thames & Hudson, *LIFE Faces*, pp. 9 and 127

28 **LOUIS FAURER** 1916-2001

*Bowing for the Vogue Collections, Paris, 1972*

Gelatin silver print, printed 1991. 18 1/4 x 14 1/8 in. (46.4 x 35.9 cm). Signed, titled, dated, numbered 18/20 and copyright in pencil on the verso.

**Estimate \$10,000-15,000**

**LITERATURE** Harrison, *Appearances: Fashion Photography since 1945*, cover; Tucker, *Louis Faurer*, p. 161





29 **HORST P. HORST** 1906-1999

*Lisa with Harp, Paris, 1939*

Platinum palladium print, printed later. 8 5/8 x 6 3/8 in. (21.9 x 16.2 cm). Signed in pencil in the margin; signed, titled, dated and copyright in pencil on the verso.

**Estimate \$25,000-35,000**

**PROVENANCE** Fahey/Klein Gallery, Los Angeles

**LITERATURE** *Vogue*, 15 May 1941; Kazmaier, *Horst: Sixty Years of Photography*, pl. 30; The Vendome Press, *Lisa Fonssagrives*, pl. 65;



30 **HORST P. HORST** 1906-1999

*Nina de Voogh, New York, 1951*

Platinum palladium print, printed later. 18 1/2 x 15 1/8 in. (47 x 38.4 cm). Signed, titled, dated and annotated 'Platinum Palladium' in pencil on the verso. One from an edition of 25.

**Estimate \$15,000-20,000**

**PROVENANCE** Staley+Wise Gallery, New York

**LITERATURE** Kazmaier, *Horst: Sixty Years of Photography*, pl. 106 there titled *Nina de Voe, fashion shot, New York*

The proposed edition of 25 was never fully realized.



31 **GEORGE HOYNINGEN-HUENE** 1900-1968

*Divers, Horst with Model, Paris, 1930*

Gelatin silver print, printed later. 12 x 9 3/8 in. (30.5 x 23.8 cm). Hoyningen-Huene credit and Horst copyright credit blindstamps in the margin; signed 'Huene', titled and dated by Hoyningen-Huene in pencil and annotated 'From the Collection of Horst' by Horst P. Horst in pencil on the verso.

**Estimate \$10,000-15,000**

**PROVENANCE** Peter Fetterman Gallery, Santa Monica

**LITERATURE** *Vogue*, 5 July 1930; Angeletti and Oliva, *In Vogue*, p. 70; Hall-Duncan, *The History of Fashion Photography*, p. 61; Haworth-Booth, *The Folio Society Book of the 100 Greatest Photographs*, p. 117; High Museum of Art, *Chorus of Light: Photographs from the Sir Elton John Collection*, p. 106

A classic amongst fashion photographs, this image was photographed on the rooftop of the Paris offices of *Vogue*, using props to achieve the illusion of a diving board and horizon. This print was photographed by George Hoyningen-Huene and supervised and printed by Horst P. Horst, who was acting as Huene's assistant and a favored model at the time.



32 **IRVING PENN** 1917-2009

*Black and White Vogue Cover (Jean Patchett)*, New York, 1950

Platinum palladium print, printed 1976. 17 3/4 x 15 1/4 in. (45.1 x 38.7 cm). Signed, titled, numbered 27/34, annotated 'Platinum-palladium', 'Print made October 1976' in pencil, Condé Nast copyright credit reproduction limitation and edition stamps on the verso.

**Estimate \$200,000-300,000**

**PROVENANCE** Pace/MacGill Gallery, New York

**LITERATURE** *American Vogue*, 'The Black and White Idea', 1 April 1950, cover; *British Vogue*, 'The Black and White Idea', June 1950, cover; *British Vogue*, '90 Years of Vogue' December 2006; Angeletti and Oliva, *In Vogue: The Illustrated History of the World's Most Famous Fashion Magazine*, p. 129; Art Institute of Chicago, *Irving Penn: A Career in Photography*, pl. 4; Devlin, *Vogue Book of Fashion Photography*, p. 90; Gee, *Photography of the Fifties: An American Perspective*, p. 153; Harrison, *Appearances: Fashion Photography Since 1945*, p. 59; Knopf/Callaway, *Irving Penn: Passage, a Work Record*, p. 100 for a variant; The Metropolitan Museum of Art, *The Model as Muse: Embodying Fashion*, p. 27; Penn, *Moments Preserved*, p. 159; Szarkowski, *Irving Penn*, pl. 48; Yale University Press, *The Art of Photography: 1839-1989*, pl. 441

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

In 1943, Irving Penn, then a novice associate at the *Vogue* Art Department under Alexander Liberman's directorship, was asked to create mockup sketches for would-be covers to be photographed by the famed magazine's stable of world renowned photographers, including Cecil Beaton, Horst P. Horst, Erwin Blumenfeld and Man Ray, among others. After struggling to maintain the attention of said photographers to examine Penn's sketches, Liberman suggested that Penn photograph the cover himself, thereby setting in motion a powerhouse career crowned by a multitude of iconic *Vogue* covers that would irrevocably change fashion photography and continue to inspire consecutive generations of visionaries.

*Black and White Vogue Cover (Jean Patchett)*, was taken in 1950, as advances in technology facilitated the mass-reproduction of photographic images, and the popularity of fashion photography was in its promising incipience. Editorial images by the leading photographers at the time were largely over-stylized, replete with props and rife in heavy-handed narratives. Penn's impossibly minimalist counterapproach was, by his own humble admission, ignorance—lacking the art historical *savoir faire* in styling his shoots. Consequently, cumbersome and indulgent sets were replaced by stark, luminous tents. The resulting images, perhaps for their serendipitous nature, were striking in their lucid clarity and linear simplicity, allowing *Vogue* readers to closely study and appreciate the couture, sans distractions, as the magazine's pages were undeniably transformed. "Commercial success and the highest aesthetic standards," Penn quipped that same year, "are not incompatible."

Accordingly, Penn collaborated with some of the most coveted models of the era to create his trailblazing work. The current lot depicts Jean Patchett, among Penn's favored models of that time, standing in close proximity to the camera, arms akimbo, confidently occupying her surrounding space. Her nonchalance at bursting past the frame is accentuated by her cool, erect pose, and her eyes pointing askance. The strong tonal contrast reduces her to



*Vogue*, 1 April 1950

a study of line and form, as a series of vertical, horizontal and diagonal vectors formed by her arms, dress, kerchief, hat and veil are etched across the image. As a fashion work it is as its most quintessential—and successful, able to extricate the bare minimum to produce an image of striking elegance and effortless timelessness. It was not surprising, therefore, that it was chosen for a cover, becoming the first black-and-white image to grace the frontispiece since color photography began gracing the covers of *Vogue* in 1932.

At the time the image was produced Penn stated, "For the modern photographer the end product of his efforts is the printed page, not the photographic print." Fashion photographers were granted a tremendous leeway in materializing their aesthetic visions, and publications, such as *Vogue*, were the ideal catalyst for innovative photographers to crystallize their style. For that very same reason, however, over time additional agents—editors, stylists, marketers, advertisers, accountants and legal councils—became increasingly involved in the field, ultimately dwindling down the contribution of the photographer. By 1964 Penn had reversed his earlier perspective, stating "A beautiful print is a thing in itself, not just a halfway house on the way to the page." That same year Penn began printing his images in platinum palladium.

As a process, printing in platinum palladium was costly and lengthy, and had become largely neglected by photographers by then. Despite the demands posed by the printing process, it provided a number of advantages, which by that point in Penn's career were essential. Having grown dismayed by photographer's weekend individuality in fashion photography, Penn was drawn to the enhanced tonal subtlety, warmth, depth and richness proffered by printing in platinum palladium, turning the fashion image into an emphatically photographic print whose likeness could not be mass produced in any fashion publication. Ever the perfectionist, however, Penn experimented with over 100 different papers before deciding on his desired type. The hand-brushing of the platinum onto the paper by Penn lent each print a sculptural element, as if gently molded into near-corporeal presence. By printing his earlier fashion images, such as *Black and White Vogue Cover*, Penn was able to breathe new life and dimensionality into his own unparalleled legacy, and the dazzling allure of fashion photography.







33 **IRVING PENN** 1917-2009

*Optician's Shop Window, New York, 1939*

Selenium toned gelatin silver print, printed 1983. 11 1/2 x 10 5/8 in. (29.2 x 27 cm).

Signed, titled, dated in pencil, Condé Nast copyright credit reproduction limitation, edition and credit stamps on the verso. One from an edition of 65.

**Estimate \$15,000-20,000**

**LITERATURE** Knopf/Callaway, *Irving Penn: Passage, a Work Record*, p. 13; Szarkowski, *Irving Penn*, p. 1; Westerbeck, *Irving Penn: A Career in Photography*, p. 147

34 **MANUEL ÁLVAREZ BRAVO** 1902-2002

*Parábola Óptica (Optic Parable), 1931*

Gelatin silver print, printed later. 9 5/8 x 7 1/8 in. (24.4 x 18.1 cm). Signed and annotated 'Mexico' in pencil on the verso.

**Estimate \$5,000-7,000**

**PROVENANCE** Peter Fetterman Gallery, Santa Monica

**LITERATURE** Aperture, *Manuel Álvarez Bravo: Photographs and Memories*, title page; The Museum of Photographic Arts, *Revelaciones: The Art of Manuel Álvarez Bravo*, pl. 14; Turner Publicaciones, *Manuel Álvarez Bravo: 100 Years, 100 Days*, pl. 2





35 **IRVING PENN** 1917-2009

*Alfred Hitchcock, New York, May 23, 1947*

Gelatin silver print. 9 3/4 x 7 5/8 in. (24.8 x 19.4 cm). Signed, titled, dated, annotated 'early print' in pencil, Condé Nast copyright credit reproduction limitation, credit and edition stamps on the verso. One from an edition of 21.

**Estimate \$30,000-50,000**

**PROVENANCE** Edwynn Houk Gallery, New York

**LITERATURE** *Vogue*, 15 February 1948, p. 109; Knopf/Callaway, *Irving Penn: Passage, a Work Record*, p. 36





36 **ALBERT WATSON** b. 1942  
*Kate Moss, Marrakech (Contact)*, 1993  
Digital color coupler print, printed 2008 and flush-mounted. 42 1/4 x 67 1/2 in. (107.3 x 171.5 cm). Signed, titled, dated and numbered 4/10 in ink on a label accompanying the work.

**Estimate \$15,000-20,000**

**LITERATURE** Crump, *Albert Watson*, pl. 87; Schirmer/Mosel, *The Vienna Album*, n.p.; Watson, *Albert Watson: Frozen 100*, n.p. all for a single image from the contact sheet

37 **CHUCK CLOSE** b. 1940  
*Kate Moss*, 2005  
Digital pigment print. 13 1/2 x 10 3/8 in. (34.3 x 26.4 cm). Signed, dated and numbered 16/25 in pencil in the margin.

**Estimate \$9,000-12,000**

**LITERATURE** *W*, 'All about Kate', September 2003





**38 HERB RITTS** 1952-2002

*Brigitte Nielsen, Malibu, 1987*

Gelatin silver print. 15 x 19 in. (38.1 x 48.3 cm). Copyright credit blindstamp in the margin; signed, titled, dated and numbered 24/25 in pencil on the verso.

**Estimate \$8,000-12,000**

**PROVENANCE** Staley+Wise Gallery, New York

**LITERATURE** Twin Palms, *Herb Ritts: Pictures*, n.p.



**39 DAIDO MORIYAMA** b. 1938

*How to Create a Beautiful Picture 6: Tights in Shimotakaido, 1987*

Gelatin silver print, printed later. 42 1/2 x 27 7/8 in. (108 x 70.8 cm). Signed in English and Japanese in pencil on the verso.

**Estimate \$6,000-8,000**

**PROVENANCE** Acquired directly from the artist

**LITERATURE** Daiwa Radiator Factory, *Daido Moriyama: The Complete Works Vol.2 1974-1992*, p. 407; Fondation Cartier pour l'art contemporain, *Daido Moriyama*, p. 57; Galerie Kamel Mennour, *Daido Moriyama: Remix*, n.p.; Phaidon, *Daido Moriyama 55*, cover and p. 111; Shimane Art Museum, *Hunter of Light: Daido Moriyama 1965-2003*, pl. 348

**40 DAIDO MORIYAMA** b. 1938

*How to Create a Beautiful Picture 11, 1987*

Gelatin silver print. 11 1/2 x 7 1/2 in. (29.2 x 19.1 cm). Signed in English and Japanese in pencil on the verso. Accompanied by a signed certificate of authenticity.

**Estimate \$4,000-6,000**







41 **PETER LINDBERGH** b. 1944

*Helena Christensen, Stephanie Seymour, Karen Mulder, Naomi Campbell, Claudia Schiffer, Cindy Crawford, Vogue US, Brooklyn, NY, USA, 1991*

Color coupler print. 29 1/2 x 31 1/2 in. (74.9 x 80 cm). Signed, titled, dated and numbered 4/7 in pencil on the verso.

**Estimate \$18,000-22,000**

**LITERATURE** *Vogue*, September 1991; Angeletti and Oliva, *In Vogue*, pp. 252-253; The Metropolitan Museum of Art, *The Model As Muse: Embodying Fashion*, pp. 148-149



42 **AHMET ERTUĞ** b. 1949

*St. Paul's Cathedral Dome, 2011*

Color coupler print, flush-mounted. 87 3/8 x 70 7/8 in. (221.9 x 180 cm). Signed in ink, printed title, date and number 1/3 on a label affixed to the reverse of the frame.

**Estimate** \$25,000-35,000

LITERATURE Ertuğ, *Domes: A Journey through European Architectural History*, n.p.



43 **AHMET ERTUĞ** b. 1949

*The Reading room of the Bibliothèque Sainte-Geneviève, Paris, 2009*

Color coupler print, flush-mounted. 70 7/8 x 87 3/8 in. (180 x 221.9 cm). Signed in ink, printed title, date and number 1/3 on a label affixed to the reverse of the frame.

**Estimate** \$25,000-35,000

LITERATURE Ertuğ, *Temples of Knowledge: Libraries of the Western World*, n.p.







**44 ROBERT POLIDORI** b. 1951

*Ancien Vestibule de l'Appartement de Madame Adelaide, Versailles, 1985*

Fujicolor Crystal Archive print, printed later. 44 1/2 x 54 1/4 in. (113 x 137.8 cm). Signed in ink, printed title and number 8/10 on a gallery label affixed to the reverse of the flush-mount.

**Estimate \$20,000-30,000**

**PROVENANCE** Acquired directly from the artist

**45 ROBERT POLIDORI** b. 1951

*Death of Marat, Rez-de-Chaussée, Château de Versailles, 1985*

Fujicolor Crystal Archive print, printed later. 41 3/8 x 51 7/8 in. (105.1 x 131.8 cm). Signed in ink, printed title and number 8/10 on a gallery label affixed to the reverse of the flush-mount.

**Estimate \$15,000-20,000**

**LITERATURE** de Montclos, *Robert Polidori: Versailles*, p. 373 for a variant





46 **CANDIDA HÖFER** b. 1944

*Handelingskamer Tweede Kamer der Staten-Generaal Den Haag III*, 2004

Color coupler print, flush-mounted. 59 1/4 x 47 3/8 in. (150.5 x 120.3 cm). Signed in ink, printed title and number 2/6 on a label affixed to the reverse of the frame.

**Estimate** \$50,000-70,000

**PROVENANCE** Galeria Marabini, Bologna

**LITERATURE** Schirmer/Mosel Verlag GmbH, *Candida Höfer: Libraries*, n.p.





47 **ARNOLD NEWMAN** 1918-2006

*Igor Stravinsky, 1946*

Gelatin silver print, printed later. 7 1/4 x 13 5/8 in. (18.4 x 34.6 cm). Signed, titled, dated and copyright in pencil on the mount; copyright credit reproduction limitation stamp on the reverse of the mount.

**Estimate \$4,000-6,000**

**PROVENANCE** Commerce Graphics, New York

**LITERATURE** LIGHT Gallery, *LIGHT*, p. 67



48 **YOUSUF KARSH** 1908-2002

*Georgia O'Keeffe, 1956*

Gelatin silver print, printed later. 19 3/4 x 10 3/4 in (50.2 x 27.3 cm). Signed in ink on the mount; credit stamp on the reverse of the mount.

**Estimate \$6,000-8,000**

**LITERATURE** Fetterman, *Woman: A Celebration*, pl. 40; Karsh, *Yousuf Karsh: Heroes of Light and Shadow*, p. 41



49 **YOUSUF KARSH** 1908-2002

*Rudolf Nureyev, 1977*

Gelatin silver print. 16 x 19 1/4 in. (40.6 x 48.9 cm). Signed in ink on the mount; copyright credit 'Ottawa' stamp on the verso.

**Estimate \$6,000-8,000**



50 **ANDY WARHOL** 1928-1987

*Skeletons*, 1987

Four gelatin silver prints, stitched together with thread. Each 5 x 4 in. (12.7 x 10.2 cm); 9 5/8 x 7 5/8 in. (24.4 x 19.4 cm) overall. Signed in pencil on the verso. One from an edition of 120.

**Estimate \$8,000-12,000**

**PROVENANCE** Parkett Publishers, New York

*Skeletons* appeared as a limited photo edition in the publication, *Parkett* No. 12, 1987 featuring Andy Warhol on the cover. Printed in the same year as Andy's death, former Factory member, Glenn O'Brien, wrote in the issue in memoriam, "Andy was what sports fans call a most valuable player. His work is more valuable now, but not because of some laws of marketing, but because he's not around himself. Those works are souvenirs and relics. They're pieces of Andy."

51 **RICHARD MISRACH** b. 1949

*Playboy #38 (Warhol)*, 1990

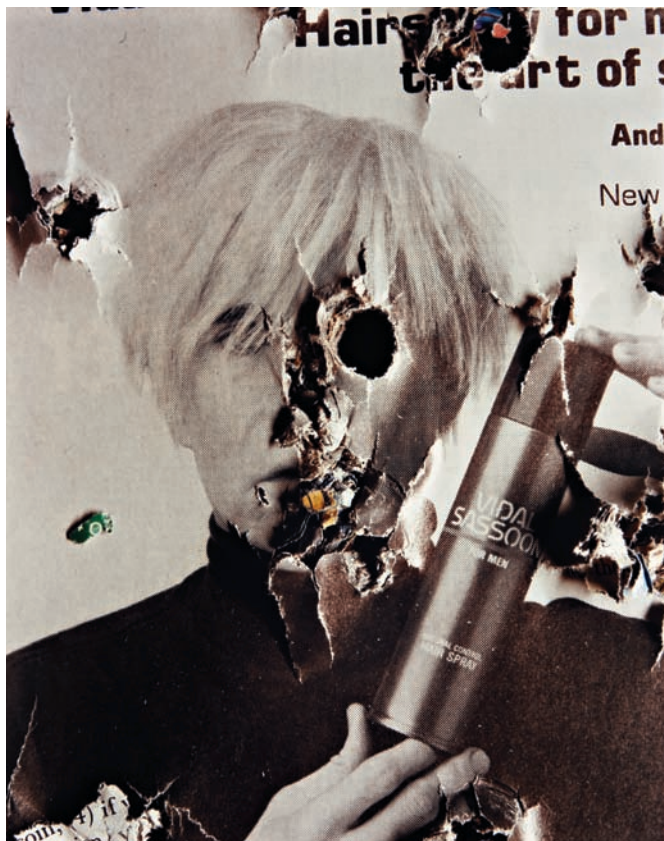
Color coupler print, printed 1991. 37 1/2 x 29 1/2 in. (95.3 x 74.9 cm). Signed, titled, dated, numbered 5/7 and copyright in pencil on the reverse of the mount.

**Estimate \$6,000-8,000**

**PROVENANCE** Robert Mann Gallery, New York

**LITERATURE** Fraenkel, *Richard Misrach: Chronologies*, pl. 64; Misrach, *Violent Legacies: Three Cantos*, p. 77

51



52 **YOUSUF KARSH** 1908-2002

*Andy Warhol*, 1979

Gelatin silver print, printed later. 19 1/4 x 15 1/2 in. (48.9 x 39.4 cm). Signed in ink in the margin; titled and dated in pencil on the reverse of the mount.

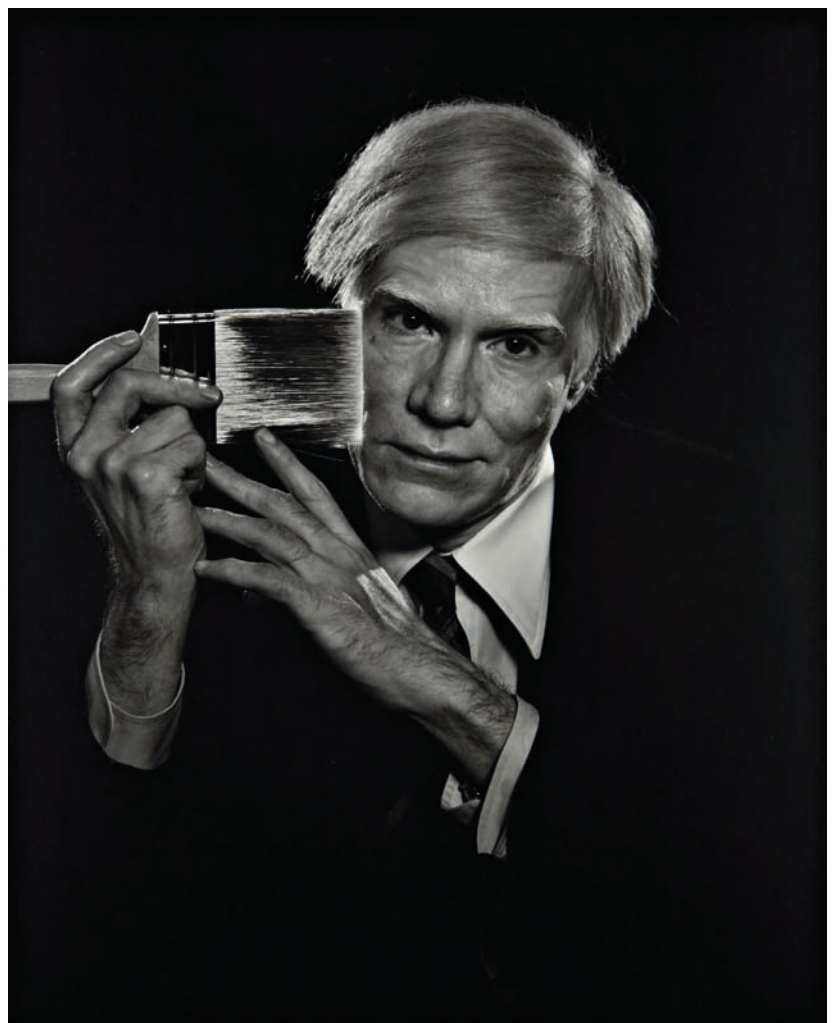
**Estimate \$6,000-8,000**

**PROVENANCE** Yancey Richardson Gallery, New York

50



52







**53 HORST P. HORST** 1906-1999

*Houdon Still Life, Paris, 1939*

Platinum palladium print, printed 1984-1985. 18 x 13 7/8 in. (45.7 x 35.2 cm). Signed in pencil in the margin; signed, titled, dated, numbered 8/10 in pencil, copyright credit, edition and medium stamps on the verso.

**Estimate \$30,000-40,000**

**PROVENANCE** Staley+Wise Gallery, New York

**LITERATURE** Kazmaier, *Horst: Sixty Years of Photography*, pl. 1



**54 HORST P. HORST** 1906-1999

*Lisa Fonssagrives-Penn on Silk III, 1940*

Platinum palladium print, printed later. 18 x 14 3/8 in. (45.7 x 36.5 cm). Blindstamp signature in the margin; signed, titled, dated, numbered 8/10 and annotated 'Platinum Palladium' in pencil on the verso.

**Estimate \$20,000-30,000**

**PROVENANCE** Fahey/Klein Gallery, Los Angeles

**LITERATURE** Kazmaier, *Horst: Sixty Years of Photography*, pl. 32; The Vendome Press, *Lisa Fonssagrives*, p. 62





55 **RICHARD AVEDON** 1923-2004

*Dovima with elephants. Evening dress by Dior. Cirque d'Hiver, Paris, August, 1955*

Gelatin silver print, printed later. 10 x 7 7/8 in. (25.4 x 20 cm). Signed, numbered 26/100 in pencil, copyright credit reproduction limitation, edition, title and date stamps on the verso.

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

**LITERATURE** *American Harper's Bazaar*, September 1955; Avedon & Brodkey, *Avedon Photographs, 1947-1977*, back cover and pl. 159; Bailey & Harrison, *Shots of Style: Great Fashion Portraits*, cat. no. 7; Davis, *An American Century of Photography, From Dry-Plate to Digital: The Hallmark Photographic Collection*, pl. 368; Fraenkel Gallery, *Richard Avedon: Made in France*, n.p.; Hall-Duncan, *The History of Fashion Photography*, p. 137; Harrison, *Appearances: Fashion Photography since 1945*, p. 73; Mazzola, *125 Great Moments of Harper's Bazaar*, pl. 3; The Metropolitan Museum of Art, *The Model As Muse: Embodying Fashion*, p. 50; Random House, *Richard Avedon: Evidence, 1944-1994*, p. 53;



56 **RICHARD AVEDON** 1923-2004

*The Beatles Portfolio: John Lennon, Ringo Starr, George Harrison and Paul McCartney, musicians, London, 1967*

Four dye transfer prints, printed 1990. Each 21 5/8 x 17 3/8 in. (54.9 x 44.1 cm). Each signed and numbered 1/6 in ink in the margin; each signed, numbered 1/6 in pencil, copyright credit reproduction limitation, title, date and medium stamps on the verso. Accompanied by the original linen clamshell portfolio case.

**Estimate \$350,000-450,000**

**PROVENANCE** Pace/MacGill Gallery, New York

**LITERATURE** Harry N. Abrams, *Performance*, pp. 250-251; *Look*, 9 January 1968, cover and pp. 32-41; Random House, *Avedon: The Sixties*, cover and pp. 27-33; Random House, *Richard Avedon: Evidence 1944-1994*, p. 151

The Beatles Portfolio, first published on the cover of *Look* magazine in January of 1968, is as much a portrait of the Fab Four as it is of the intersecting political, social, cultural, musical and aesthetic vectors that defined the decade. Their music, much like Richard Avedon's photographs, was lauded for its fresh, innovative and unequivocally revolutionary contributions to the field.

By then, Avedon had already established his reputation as a fashion and portrait photographer, mostly at *Harper's Bazaar*, under Alexey Brodovitch's directorship from 1945 through 1965. The two-decade period saw a multitude of advances within the social and cultural milieus, and as the conservative tide was beginning to turn in the 1960's, Avedon's works likewise touched upon risqué subject matter, from the scintillating exposure of skin to the vulnerable exposure of scars of his subjects. In doing so, not only did Avedon embrace the changing norms, but more so, pushed them to the forefront of the general consciousness. This was further evidenced in Avedon's photographs of the African American Debutante Cotillion in New Orleans in 1963, and even more tellingly, of figures involved with the Civil Rights Movement, taken the same year.

The latter movement was joined by other socio-political benchmarks that defined the first 8 years of the decade, including the Cuban Missile Crisis; the Bay of Pigs Invasion; the assassinations of President Kennedy; the launch of Apollo 7; and most painfully, the Vietnam War. The ongoing escalation in deaths and the ever-rising cost of the war yielded a powerful counteraction among the younger generation, who inundated the streets with draft card-burning protests, vociferous rebellions, and persistent marches. In the summer of 1967, the 100,000-strong social Flower Power gathering in the Haight Ashbury of San-Francisco known as the Summer of Love took place, and its anthem, appropriately enough, was The Beatles' *All You Need Is Love*.

By then, the musical tide had shifted significantly, as songs of saccharine puppy love gave way to the overtly sexualized tunes of the Rolling Stones, the roof-blowing demands of respect by Aretha Franklin, the peaceful harbingering of Joan Baez, the rhythm & blues notes of The Supremes, and the melodic chants of harmony by Bob Dylan. Together, the new musical landscape lent space to experimentation and freedom, relinquishing antiquated social, moral and religious mores. Mind-altering paraphernalia, from cannabis to LSD, was commonplace, and with it came the embracing of an aesthetic marked by vibrant, convivial and psychedelic patterns and colors.



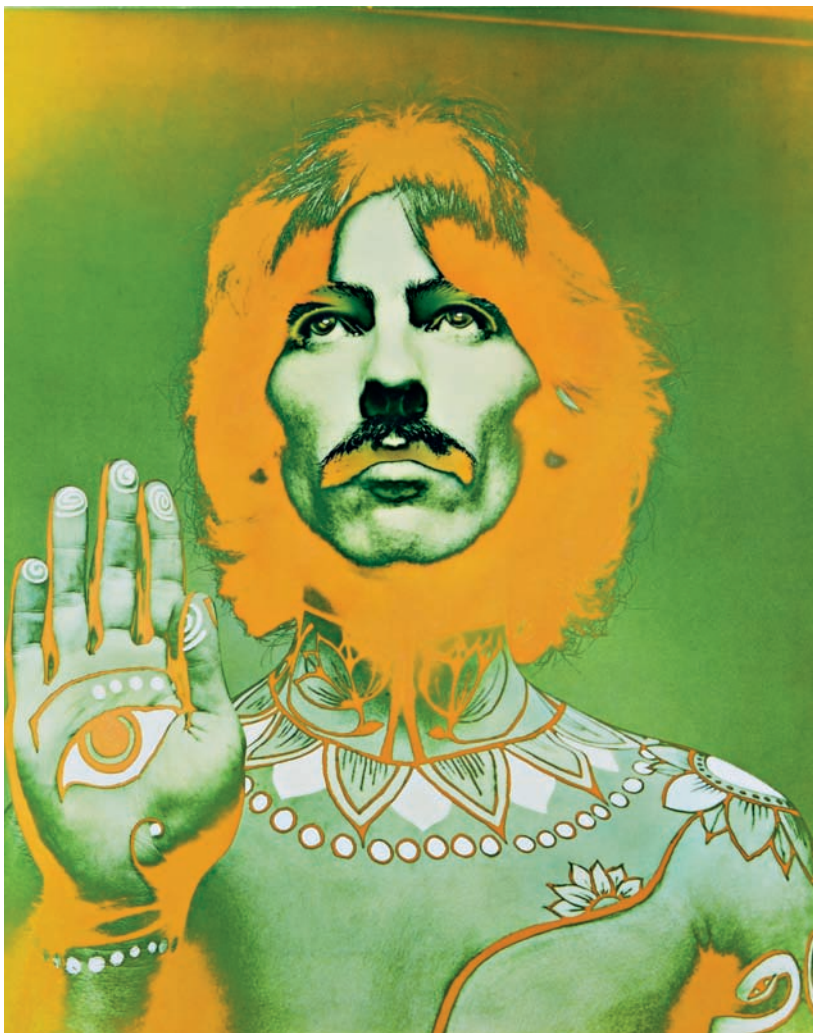
*Look*, 9 January, 1968

At the time that Avedon photographed John, Paul, George and Ringo, Beatlemania had reached its zenith in the United States. Having released 8 LP's and sold millions of albums worldwide, the Beatles had been appointed Members of the Order of the British Empire by Queen Elizabeth in 1965 and reached superstardom on the other side of the Atlantic. Their 1967 album, *Sgt. Pepper's Lonely Hearts Club Band*, was received by thunderous reviews and enormous commercial success. Still considered by many as among the most revolutionary albums in music's history, the album included numerous tracks that experimented with psychedelic tracks, including Lucy in the Sky with Diamonds, Strawberry Fields Forever and I Am the Walrus. In fact, it was their indulgence in various musical experimentation, from psychedelic rock to rhythm & blues, classical music and country, that yielded a sound that was idiosyncratic and most emphatically theirs.

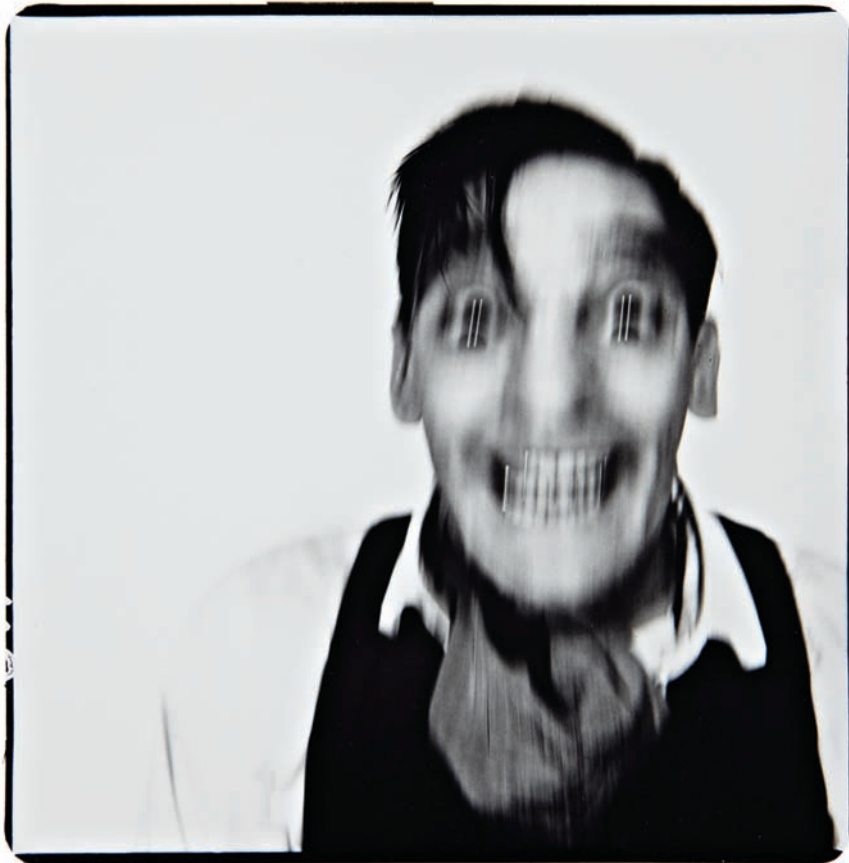
The convergence of Avedon and The Beatles in a penthouse in Thompson House, London exceeded the sum of the star power generated by the individuals of either side of the camera lens. Both sides had gone through a number of permutations as artists and visionaries, and allowed themselves to embrace and lead the ongoing changing milieus. Avedon's use of solarization in the portraits, previously unseen in his work, alludes to the revelry in the topsy-turvy socio-cultural climate of the time and its foremost musical messengers. The sumptuous saturation achieved through the dye-transfer, combined with the psychedelic adorning over each of the portraits, ensured that the poignant magnetism of the performers would be captured at its most quintessential.

The portraits offered in this lot are emblems of an era that gave free rein to love, and the harbingers of the subsequent changes to come. In the remaining 2 years of the decade, student uprisings spread across the world; the musical Hair opened on Broadway; the largest anti-war rally in the United States' history drew 500,000 participants; the four-party Vietnam peace talks began; Apollo 11 had Americans set foot on the moon; the first national women's liberation conference was held in Illinois; the Stonewall riots ushered in progress and equality; and The Woodstock Festival drew 500,000 concert-goers, marking one of the pivotal moments in the history of music. Avedon's portraits of The Beatles, therefore, stand as a two-way mirror, providing a generous glimpse into a bygone era that was typified by love and freedom, and hinting at the many positive social landmarks that were still to come.









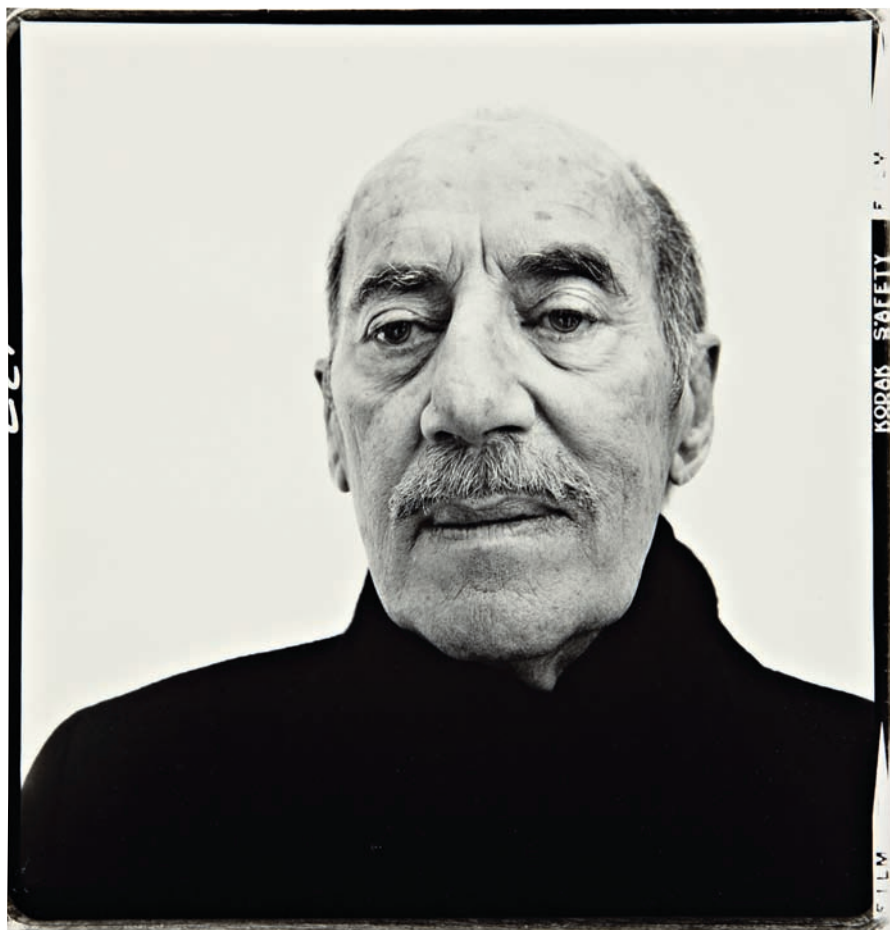
57 **RICHARD AVEDON** 1923-2004

*Killer Joe Piro, 1.3.62, 1962*

Gelatin silver print, 6 1/8 x 6 1/8 in. (15.6 x 15.6 cm). Signed in pencil in the margin; signed, titled, dated, numbered 12/14 in pencil and copyright credit reproduction limitation stamp on the verso.

**Estimate \$12,000-18,000**

**LITERATURE** Atheneum Publishers, *Nothing Personal*, n.p.; Fraenkel, *The Eye Club*, Pl. 87; Harry N. Abrams Inc., *Performance*, p. 205; Louisiana Museum of Modern Art, *Richard Avedon Photographs 1946-2004*, n.p. Random House, *Richard Avedon: Evidence 1944-1994*, p. 144



58 **RICHARD AVEDON** 1923-2004

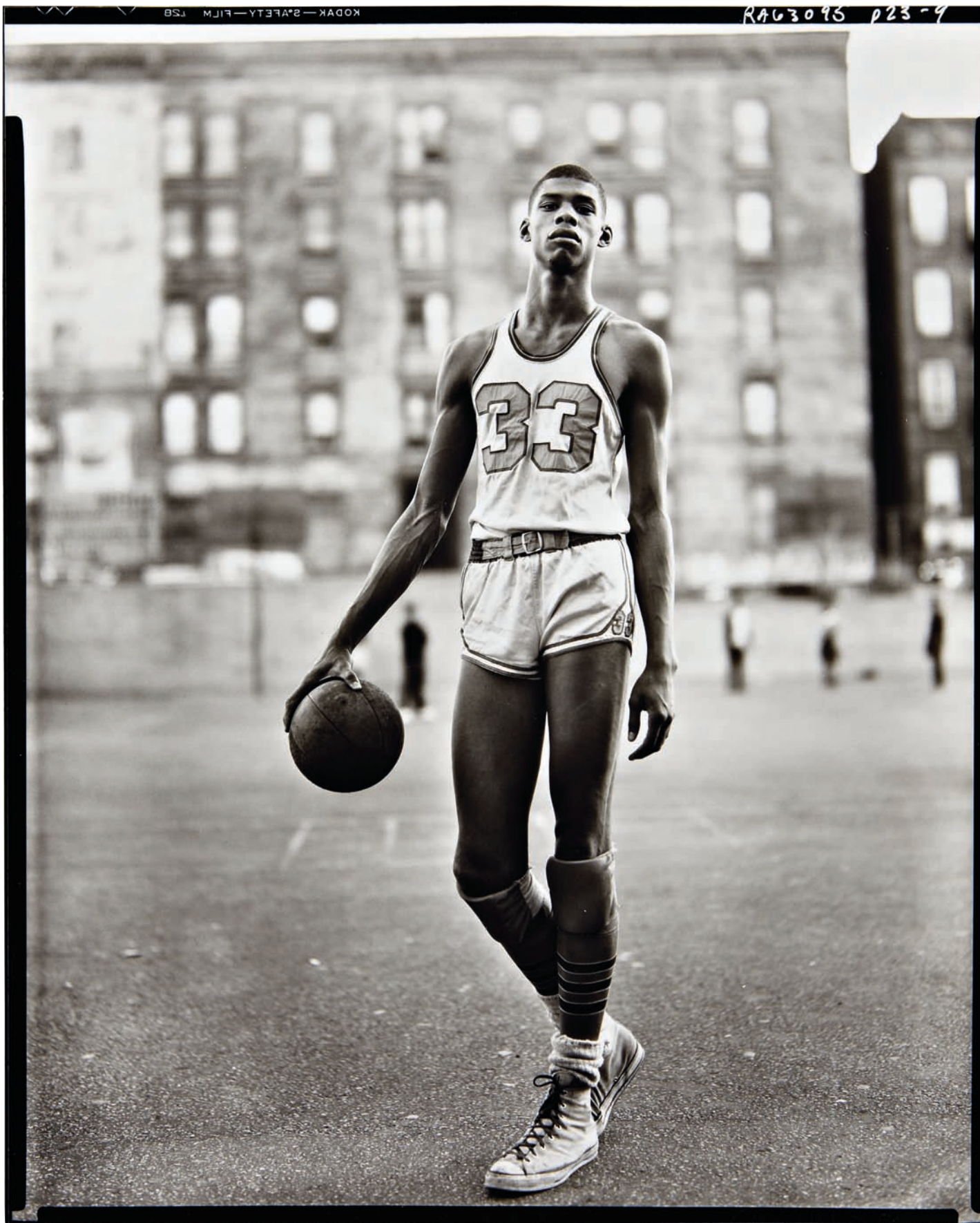
*Groucho Marx, actor, Beverly Hills, 4-12-72, 1972*

Gelatin silver print, printed 1975. 15 3/4 x 15 in. (40 x 38.1 cm). Signed, numbered 11/50 in ink, copyright credit reproduction limitation, title, date and edition stamps on the verso.

**Estimate \$7,000-9,000**

**LITERATURE** Louisiana Museum of Modern Art, *Richard Avedon Photographs 1946-2004*, n.p. Random House, *Richard Avedon: Evidence 1944-1994*, p. 155; Harry N. Abrams, Inc., *Richard Avedon: Portraits*, n.p.





59 **RICHARD AVEDON** 1923-2004

*Lew Alcindor, May 2, 1963, 61st Street and Amsterdam Avenue, New York City, 1963*

Selenium toned gelatin silver print, printed 1990. 13 3/8 x 10 5/8 in. (34 x 27 cm). Signed in pencil in the margin; signed, numbered 16/25 in pencil, copyright credit reproduction limitation, title and date stamps on the verso.

**Estimate \$30,000-50,000**

**LITERATURE** Random House, *Richard Avedon: Evidence 1944-1994*, p. 146 there titled *Lew Alcindor, basketball player, New York City*





60 **HIROSHI SUGIMOTO** b. 1948

*Chrysler Building - William Van Alen, 1997*

Gelatin silver print. 23 x 18 1/2 in. (58.4 x 47 cm). Blindstamp number 14/25 905 in the margin; signed in pencil on the mount.

**Estimate \$20,000-30,000**

**PROVENANCE** Sonnabend Gallery, New York

**LITERATURE** Hamburg Kennedy, *New York: A Photographer's City*, p. 28; Harry N. Abrams, Inc., *Photography Transformed: The Metropolitan Bank & Trust Collection*, p. 20



61



61 **BERENICE ABBOTT** 1898-1991

*Canyon, Broadway and Exchange Place, July 16, 1936*

Gelatin silver print, printed 1950s. 9 1/2 x 7 3/8 in. (24.1 x 18.7 cm). Signed, titled 'Canyon' in pencil and credit stamp on the verso.

**Estimate \$10,000-15,000**

**PROVENANCE** Lunn Gallery, Washington D.C.

**LITERATURE** McCausland, *New York in the Thirties*, n.p.; O'Neal, *Berenice Abbott: American Photographer*, p. 162; Éditions Léo Scheer,  *Icônes: Collection Claude Berri Photographies*, p. 137; Yochelson, *Berenice Abbott: Changing New York*, pl. 18

62



62 **TED CRONER** 1922-2005

*Taxi, New York Night, 1947-1948*

Gelatin silver print, printed 2002. 19 1/4 x 19 in. (48.9 x 48.3 cm). Signed in pencil, titled and dated in pencil within a copyright credit stamp on the verso.

**Estimate \$4,000-6,000**

**LITERATURE** Davis, *An American Century of Photograph, From Dry-Plate to Digital: The Hallmark Photographic Collection*, pl. 358

63 **BILL BRANDT** 1904-1983

*Rainswept Roofs, London, 1933*

Gelatin silver print, printed 1970s. 13 1/2 x 11 1/2 in. (34.3 x 29.2 cm). Signed in ink on the mount.

**Estimate \$6,000-8,000**

**LITERATURE** Da Capo, *Bill Brandt: Shadow of Light*, pl. 11; Pantheon, *Bill Brandt: London in the Thirties*, pl. 4; Thames & Hudson, *Bill Brandt: Photographs 1928-1983*, p. 130; Harry N. Abrams Inc., Publishers, *Brandt: The Photography of Bill Brandt*, p. 146; Hayworth-Booth and Mellor, *Bill Brandt: Behind the Camera*, p. 22 for a variant; Photo Poche, *Bill Brandt*, p. 3

63





64 **HIROSHI SUGIMOTO** b. 1948  
*Gulf of St. Lawrence, Cape Breton Island*, 1996  
Gelatin silver print. 16 1/2 x 21 1/4 in. (41.9 x 54 cm). Blindstamp title, date and number 20/25 463 in the margin; signed in pencil on the mount.  
  
**Estimate \$18,000-22,000**  
  
**PROVENANCE** Sonnabend Gallery, New York

65 **HIROSHI SUGIMOTO** b. 1948  
*Sumiyoshi House - Tadao Ando*, 1997  
Gelatin silver print. 22 7/8 x 18 1/2 in. (58.1 x 47 cm). Blindstamp number 2/25 910 in the margin; signed in pencil on the mount.  
  
**Estimate \$10,000-15,000**  
  
**PROVENANCE** Sonnabend Gallery, New York







66 **ROBERT MAPPLETHORPE** 1946-1989

*Calla Lily*, 1987

Gelatin silver print. 23 1/8 x 19 1/4 in. (58.7 x 48.9 cm). Signed, titled, dated and numbered 7/10 in ink on the reverse of the flush-mount.

**Estimate** \$50,000-70,000

**PROVENANCE** Betsy Rosenfeld Gallery, Chicago

**LITERATURE** Random House, *Mapplethorpe: Pistils*, p. 118



PROPERTY FROM THE COLLECTION OF JAY AND LAURA CROUSE

**67 ANDRÉ KERTÉSZ** 1894-1985  
*Martinique, January 1, 1972*  
Gelatin silver print, printed 1979. 15 1/2 x 19 5/8 in. (39.4 x 49.8 cm). Signed, titled and dated in pencil on the verso.  
  
**Estimate \$8,000-12,000**  
  
**PROVENANCE** Acquired directly from the artist  
**LITERATURE** Borhan, *André Kertész: His Life and Work*, p. 321; National Gallery of Art, *André Kertész*, pl. 106; Penguin Books, *André Kertész, Sixty Years of Photography*, p. 224

**68 ROBERT MAPPLETHORPE** 1946-1989  
*Flower 9, 1983*  
Photogravure. 22 x 17 3/4 in. (55.9 x 45.1 cm). Signed and numbered AP 4/10 in pencil in the margin. One from an edition of 40 plus 10 artist's proofs.  
  
**Estimate \$6,000-8,000**  
  
**LITERATURE** Random House, *Mapplethorpe, Pistils*, p. 19



**69 ANDRÉ KERTÉSZ** 1894-1985  
*Melancholic Tulip, 1939*  
Gelatin silver print, printed later. 19 5/8 x 14 1/4 in. (49.8 x 36.2 cm). Signed and dated in pencil on the verso.  
  
**Estimate \$8,000-12,000**  
  
**LITERATURE** Borhan, *André Kertész: His Life and Work*, p. 27; Ducrot, *André Kertész: Sixty Years of Photography*, p. 78; Facio, *Colección Fotográfica del Museo Nacional de Bellas Artes*, cover; Greenough, Gurbo and Kennel, *André Kertész*, pl. 80; Harry N. Abrams, Inc., *André Kertész: A Lifetime of Perception*, p. 173; Thames & Hudson, *André Kertész: Of Paris and New York*, p. 208

**70 ANDRÉ KERTÉSZ** 1894-1985  
*Chez Mondrian, 1926*  
Gelatin silver print, printed later. 13 3/4 x 10 3/8 in. (34.9 x 26.4 cm). Signed, dated and annotated 'Paris' in pencil on the verso.  
  
**Estimate \$8,000-12,000**  
  
**PROVENANCE** Peter Fetterman Gallery, Santa Monica  
**LITERATURE** Borhan, *André Kertész: His Life and Work*, p. 155; National Gallery of Art, *André Kertész*, pl. 50; Penguin Books, *André Kertész: Sixty Years of Photography*, p. 119; Thames & Hudson, *André Kertész: Of Paris and New York*, p. 136





71 **IRVING PENN** 1917-2009

*Rose, Colour Wonder, London, 1970*

Dye transfer print, printed 1990. 22 x 17 5/8 in. (55.9 x 44.8 cm). Signed, initialed twice, titled, dated in pencil, Vogue copyright credit reproduction limitation, credit, edition and medium stamps on the verso. One from an edition of 35.

**Estimate \$35,000-55,000**

**LITERATURE** Penn, *Flowers*, n.p.

Without formal knowledge of horticulture, Irving Penn approached his flowers much like any other subject, photographing them in the studio on white backdrops, removed from any reference to the garden in which they were grown. Penn even acknowledged enjoyment in his lack of knowledge, stating in the introduction to *Flowers*, "it has left me free to react with simple pleasure just to form and color, without being diverted by considerations of rarity or tied to the convention that a flower must be photographed at its moment of unblemished, nubile perfection." The knowledge Penn may have lacked in his subject matter is more than compensated by his mastery in the studio with every detail, from fresh dew to the veins on each petal meticulously captured by his lens. Perhaps using the stages of the flowers life as an analogy for the passing seasons and the coming new year, the flowers graced the pages of the holiday issues of *American Vogue* from 1967-1973.



72 **EDWARD STEICHEN** 1879-1973

*Untitled, 1920s*

Gelatin silver print. 9 5/8 x 7 5/8 in. (24.4 x 19.4 cm). Numbered '6' in the negative; Numbered '30' in pencil on the verso.

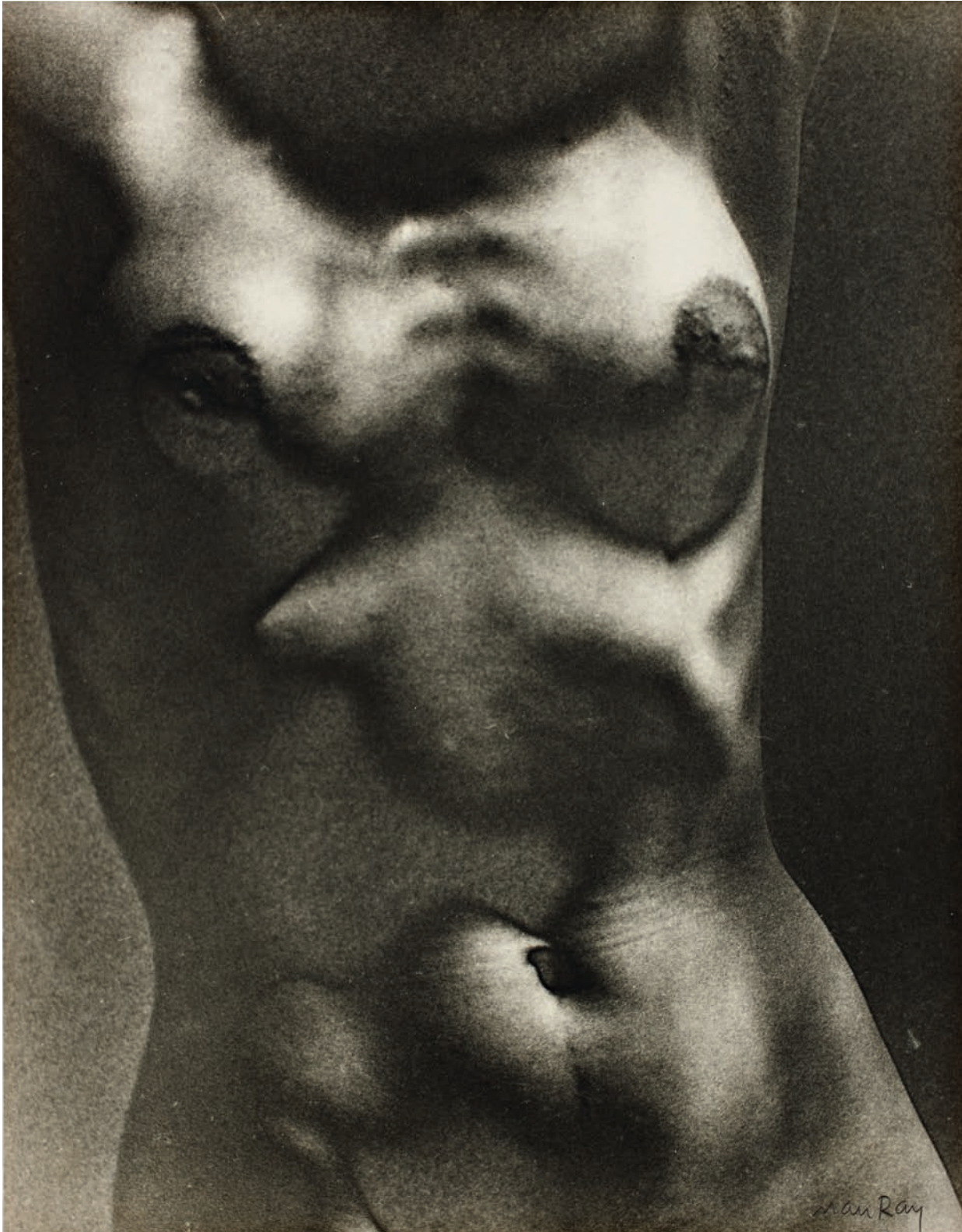
**Estimate \$30,000-50,000**

**PROVENANCE** From the Collection of Joanna Steichen

The beginning of Edward Steichen's career as a photographer at the turn of the last century was marked by a strong Pictorialist influence. His images were typified by their emphatically romanticized subject matter, soft focus and elaborate printing methods, begetting images that were part Impressionist and part Pointillist in their effect. In some respects, photography had not been embraced as an equal counterpart to painting, and Steichen, like his predecessors, chose to emulate the latter method as a way of allowing photography to gain validity as an art form.

Following his active duty in World War I, Steichen resumed his practice but chose to revisit his approach, adopting abstraction over representation. Indeed, the principles inherent to photography, namely: tonality, clarity, and precision became as important as the subject matter itself. While the subject matter remained loosely Pictorialist—still-lives of fruit, an arrangement of foxgloves, a wheelbarrow of flower pots, and, as seen in the current lot, a loose bouquet of flowers in a vase—the emphasis had shifted to a Modernist intersection of lines, tones and shapes. The severe cropping of the leaves, the petals and the vase nearly removes the orientation and sense of proportion within the image, further allowing the arrangement to transcend its own materiality. Steichen created a photograph that is, in fact, far more of a study on the dialogue between form and light than it is about the romantic associations with the composition.





**73 MAN RAY** 1890-1976

*Torso*, 1930

Solarized gelatin silver print. 13 5/8 x 10 5/8 in. (34.6 x 27 cm). Signed in pencil on the recto.

**Estimate \$70,000-90,000**

**PROVENANCE** From the Collection of Arnold H. Crane; Private Collection, Chicago

**EXHIBITED** *Man Ray: Photo Graphics From the Collection of Arnold H. Crane*, Milwaukee Art Center, Milwaukee, 10 February -11 March 1973; *Man Ray Photographs*, Columbus Museum of Arts and Crafts, Columbus, GA, 11 September- 17 October 1976

**LITERATURE** Allan Frumkin Gallery, *Man Ray: Vintage Photographs, Solarizations and Rayographs*, n.p.; Thames & Hudson, *Man Ray Photographs*, pl. 97 for a variant

In this powerful surreal image, created during the height of Man Ray's inventive use of solaraization, a nude torso becomes more than merely human. By his revolutionary detachment of form from its original structure and his transformative reversal of the tonal components of light and shadow, Man Ray presents a mysterious and provocative rearrangement of the female figure. What we encounter in this ambiguous statuesque beauty extends beyond the bounds of representation into the realm of primal fantasy.





74 **BERENICE ABBOTT** 1898-1991

*Pennsylvania Station, 1936*

Gelatin silver print, printed later. 10 5/8 x 13 7/8 in. (27 x 35.2 cm). Signed in pencil on the mount.

**Estimate \$2,500-3,500**

**LITERATURE** Commerce Graphics, Ltd., *Berenice Abbott*, n.p. for a variant; O'Neil, *Berenice Abbott: American Photographer*, pp. 103-106; Photo Poche, *Berenice Abbott*, p. 7 for a variant

75 **BERENICE ABBOTT** 1898-1991

*Twenty-Seventh Avenue, #805 Astoria, Queens, 5/25/37, 1937*

Gelatin silver print. 7 5/8 x 9 5/8 in. (19.4 x 24.4 cm). Signed, titled, dated and annotated 'Neg. 244', 'Code I.A.2.' in pencil, Federal Art Project 'Changing New York' and '50 Commerce Street' credit stamps on the verso.

**Estimate \$2,500-3,500**

**LITERATURE** Yochelson, *Berenice Abbott: Changing New York*, n.p.



76 **RUTH ORKIN** 1921-1985

*Pink Skies over 5th Ave., Tavern-on-the-Green Holiday Lights, 1981*

Color coupler print. 12 1/4 x 18 3/8 in. (31.1 x 46.7 cm). Signed, titled and dated in ink in the margin; signed, titled, dated and copyright in ink on the verso.

**Estimate \$2,000-3,000**



77 **WILLIAM KLEIN** b. 1928

*Boy and Dollar, New York*, 1955

Gelatin silver print. 13 5/8 x 10 3/4 in. (34.6 x 27.3 cm). Signed, titled twice and dated in pencil on the reverse of the flush-mount.

**Estimate** \$15,000-25,000

**LITERATURE** Lewis, *William Klein: New York 1954-1955*, n.p.



78

78 **LOUIS FAURER** 1916-2001

*New York, N.Y.*, 1949

Gelatin silver print, printed 1980. 11 1/4 x 7 3/8 in. (28.6 x 18.7 cm). Signed, titled, dated and copyright in pencil on the verso.

**Estimate** \$3,000-5,000

79

79 **WEEGEE (ARTHUR FELLIG)** 1899-1968

*Covering the Morning Police Line-Up, Manhattan Police Headquarters*, circa 1939

Gelatin silver print. 9 x 7 in. (22.9 x 17.8 cm). Annotated 'at Manhattan Police Hdqs.' in ink in the margin; annotated 'covering morning Police line-up at Hdqts.' and numbered '5503' in pencil on the verso.

**Estimate** \$3,000-5,000

**PROVENANCE** Private Collection, New York

**LITERATURE** *The New York Times*, 'Crime was Weegee's Oyster', 20 June 2008; Gallimard, *Weegee dans la Collection Berinson*, p. 8, there titled *Perched on a windowsill, ready to intervene*; Porter, *Weegee 1899-1968*, n.p., there titled *On the lookout*; Vettel-Becker, *Shooting from the hip: photography, masculinity, and postwar America*, p. 75, there titled *Roosting on a windowsill, waiting for action*; Weegee, *Weegee by Weegee: An Autobiography*, n.p. there titled *Roosting on a windowsill, waiting for action*, all variant croppings





80 **ROBERT FRANK** b. 1924

*Indianapolis*, 1955

Gelatin silver print, printed 1960s. 11 3/4 x 18 5/8 in. (29.8 x 47.3 cm). Signed, titled and dated in ink in the margin.

**Estimate \$50,000-70,000**

**PROVENANCE** Pace/MacGill Gallery, New York

**LITERATURE** Aperture, *The Americans*, 1969, pl. 82 for a variant cropping; Delpire, *Les Américains*, 1968, pl. 82; Grove Press, *The Americans*, 1968, pl. 82; National Gallery of Art, Washington/ Steidl, *Looking In: Robert Frank's The Americans*, 2009, p. 309, pl. 82; Pantheon, *The Americans*, 1986, pl. 82 for a variant cropping; Scalo/DAP, *The Americans*, 1995 pl. 82 for a variant cropping; Steidl, *The Americans*, 1998 pl. 82 for a variant cropping

In 1954 Robert Frank settled in New York, determined to build a career as a photographer. After being granted the Guggenheim Fellowship in 1955, Frank embarked on a nine months-long journey across the United States, during which he utilized his émigré-sensibility and astute observation to peruse, scrutinize, and cull instances from within the great American social landscape of the 1950s. His intention was to create a photographic specimen display case in which the formerly unseen moments would be extricated and laid out for close examination by the public. Repudiating the utopian, conformist, and repressed socio-cultural zeitgeist of that era, Frank chose to focus on those instances that delineated the suppressed, marginalized, and as seen in *Indianapolis*, 1955, the unseen.

That year marked a landmark for the African American community when, on December 1st, bus passenger Rosa Parks refused an order to relinquish her seat for a white passenger and move to the back of the bus. Her subsequent incarceration instigated the Montgomery Bus Boycott and turned Parks into an emblem of the nascent Civil Rights Movement. The mission of the movement was to terminate all forms of racial segregation and discrimination, gradually leading to the eventual crumbling of the racist scaffolding that had been upholding the American social structure.

*Indianapolis*, 1955, presents an alternate view of the ongoing racial struggle at the time. An African American couple is seen dressed in tight denim and riding a Harley Davidson motorcycle, instantly offering a revised notion of that which constituted the All-American. The couple appear poised, spirited and debonair, their confidence boosted by their riding the quintessential vehicle of cool, with the absence of doors or windows providing full visibility and intrepidity. They occupy the front and the back, acting as driver and passenger, controlling their own direction and subsequently foregoing reliance on, or subservience to any governmentally-owned mode of transportation. It is an image of the strength and equality that Frank had envisioned for the future of the United States.





81 **ROBERT FRANK** b. 1924  
*N.Y.C. Madison Square Garden, 1955*  
 Gelatin silver print. 8 3/8 x 12 7/8 in. (21.3 x 32.7 cm). Titled in green ink and numbered '94' in pencil on a label affixed to the margin; signed, titled and dated in ink on the verso.

**Estimate** \$20,000-30,000





**82 ROBERT FRANK** b. 1924

*Ben James, Welsh Miner, 1953*

Gelatin silver print. 12 7/8 x 8 3/8 in. (32.7 x 21.3 cm). Signed in ink on the verso.

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

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

**LITERATURE** Brookman, *Robert Frank*, p. 95; Corcoran Gallery of Art, *Robert Frank: London/Wales*, frontispiece and p. 95



**83 ROBERT FRANK** b. 1924

*Courthouse Square, Elizabethville, North Carolina, 1955*

Gelatin silver print, printed 1970s. 11 5/8 x 7 3/4 in. (29.5 x 19.7 cm). Signed and dated '77' in ink in the margin; titled, numbered 242, annotated 'Americans 75' in pencil and Robert Frank archive stamp on the verso.

**Estimate \$8,000-12,000**

**LITERATURE** Grove Press, *The Americans*, pl. 75; Greenough, *Looking In*, p. 300; Scalo/DAP, *The Americans*, pl. 75



84 **ALEX GUOFENG CAO** b. 1969

*JFK vs Jackie*, 2010

Color coupler print, Diasec and flush-mounted. 108 x 72 in. (274.3 x 182.9 cm). Signed, numbered 5/5 in ink, printed title and date on a Certificate of Authenticity accompanying the work.

**Estimate** \$8,000-12,000

**PROVENANCE** Acquired directly from the artist



85 **SEYDOU KEÏTA** 1923-2001

*Untitled (A Young Couple)*, 1950s

Gelatin silver print, printed 1998 by Philippe Salaun. 16 3/4 x 22 7/8 in. (42.5 x 58.1 cm). Signed twice, dated '1998' and numbered '49A51' in ink in the margin; signed, annotated 'Paris 1998', by Philippe Salaun in pencil and printer's stamps on the verso.

**Estimate** \$8,000-12,000

**LITERATURE** Scalco, *Seydou Keïta*, p. 169



86 **SEYDOU KEÏTA** 1923-2001

*Untitled (Two girls)*, 1956-57

Gelatin silver print, printed 1994. 15 1/2 x 22 1/4 in. (39.4 x 56.5 cm). Signed twice, dated '1994', annotated '56A57' in ink and Pigozzi Collection blindstamp in the margin.

**Estimate** \$3,000-5,000

**LITERATURE** Photo Poche & Centre National de la Photographie, *Seydou Keïta*, pp. 29-30; Scalco, *Seydou Keïta*, p. 237





87 **MICHAEL REISCH** b. 1964

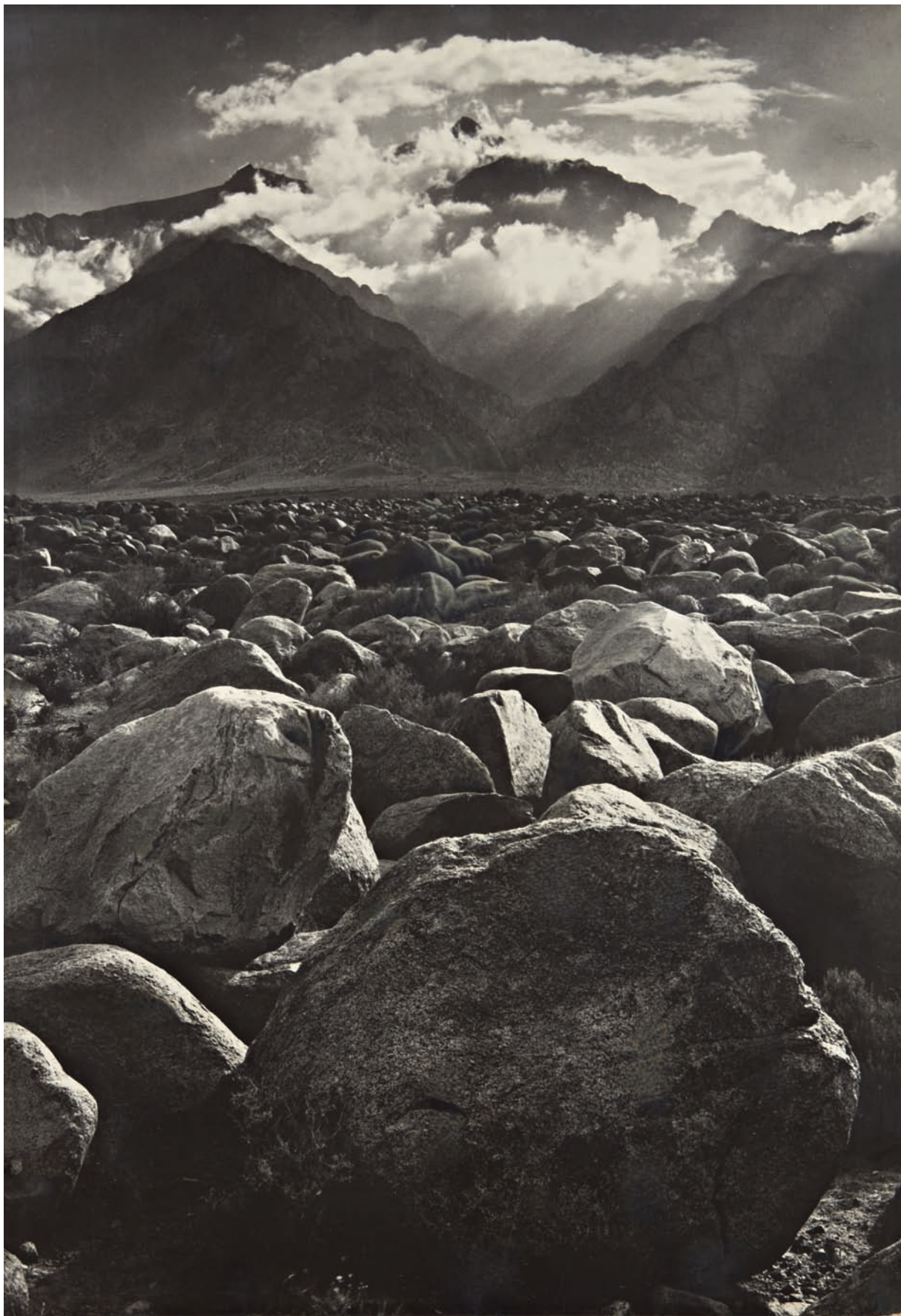
*Landschaft (Landscape)*, 10-006, 2010

Color coupler print, Diasac mounted. 42 1/2 x 126 in. (108 x 320 cm). Signed, titled, dated and numbered 5/8 in ink on the reverse of the flush-mount.

**Estimate \$15,000-20,000**

**PROVENANCE** Hengesbach Gallery, Berlin





88 **ANSEL ADAMS** 1902-1984

*Mt. Williamson, Sierra Nevada, from Manzanar, CA, 1944*

Mural-sized gelatin silver print, printed later. 65 x 45 in. (165.1 x 114.3 cm). Printed credit, title and date on a gallery label affixed to the reverse of the flush-mount.

**Estimate \$50,000-70,000**

**PROVENANCE** Andrew Smith Gallery, Santa Fe

**LITERATURE** Little, Brown & Company, *Ansel Adams: Classic Images*, n.p.; Szarkowski, *Ansel Adams at 100*, p. 97





89 **DOROTHEA LANGE** 1895-1965  
*Grayson, San Joaquin Valley, California, 1938*  
Gelatin silver print, printed 1965. 10 3/8 x 13 in. (26.4 x 33 cm). Signed, titled and dated in pencil on the reverse of the flush-mount.

**Estimate \$10,000-15,000**

**PROVENANCE** Sotheby's, New York, Photographs from the Museum of Modern Art, 25 April 2001, lot 61  
**LITERATURE** *Aperture, Lange: Photographs of a Lifetime*, p. 111; Davis, *The Photographs of Dorothea Lange*, p. 53; Houk, *Dorothea Lange: Eloquent Witness*, p. 43; MoMA, *Dorothea Lange*, p. 41; San Francisco Museum of Modern Art, *Dorothea Lange*, pl. 25 all variant croppings

90 **MANUEL ÁLVAREZ BRAVO** 1902-2002

*Fifteen Photographs*  
New York: Double Elephant Press. Fifteen gelatin silver prints, printed 1974. Varying dimensions from 6 1/2 x 9 3/8 in. (16.5 x 23.8 cm) to 11 3/8 x 14 3/8 in. (28.9 x 36.5 cm) or the reverse. Each signed and numbered 14/75 in pencil in the margin. Colophon. Title page. Enclosed in the original leather clamshell portfolio case.

**Estimate \$30,000-40,000**

**LITERATURE** *Aperture, Manuel Álvarez Bravo: Photographs and Memories*, title page, pp. 10, 55, 62 and 77; Debroise, *Mexican Suite: A History of Photography in Mexico*, p. 227 for a single image; Debroise, *Mexican Suite: A History of Photography in Mexico*, p. 227 for a single image; Kismaric, *Manuel Álvarez Bravo*, pp. 77-78, 81, 86- 87, 92, 96, 108, 123 and 185; The Museum of Photographic Arts, *Revelaciones: The Art of Manuel Álvarez Bravo*, pls. 8, 11, 14, 18, 21, 23, 32 and 33; Turner Publicaciones, *Manuel Álvarez Bravo: 100 Years, 100 Days*, pls. 2, 12, 16, 26, 33, 36, 43, 45, 48, 57, 74 and 98











**91 FREDERICK SOMMER** 1905-1999

*Livia*, 1948

Gelatin silver print, printed later. 7 1/2 x 9 1/4 in. (19.1 x 23.5 cm). Signed, titled and dated in pencil on the mount.

**Estimate \$35,000-45,000**

**PROVENANCE** Pace/MacGill Gallery, New York

**LITERATURE** Light Gallery, *LIGHT*, p. 79; Sommer, *Words/Images*, pl. 48; Yale University Press, *The Art of Frederick Sommer: Photography, Drawing, Collage*, p. 41 and cover

Frederick Sommer's photographic interest laid in detritus, focusing his lens on discarded objects such as children's toys, Edwardian engravings, torn wallpaper, encrusted paint can lids, and desiccated wildlife carcasses. It was their existence as refuse, that is, as having been deemed worthless after exhausting their functionality or livelihood that attracted Sommer to their strong nostalgic narrative. Like topographic wrinkles on the elderly, the relics became conveyers of a story that preceded Sommer's interaction with

the objects, and possibly, Sommer's own existence. "I've been a junk man all my life," Sommer once mused, "looking through junkyards." By arranging and photographing the found objects, Sommer froze their continual decay, before they had completely vanished from existence, and lent them a sense of immortality.

In *Livia*, 1948, Sommer photographed a young girl against a propped backdrop. The girl's youth stands in stark contrast against the disintegrating background, allowing Sommer to meditate on human mortality and the gradual loss in innocence. As an arranged composition, the image could be read as a still-life on both literal and figurative levels, presenting a portrait of a little girl's blossoming naïveté as much as a memento mori. By doing so, Sommer successfully collapses the distance between life and death, hope and fate, beginning and end, to create an alternate space in which the two ends do not compete for dominance, but smoothened into a harmonious and poetic coexistence.





92 **FREDERICK SOMMER** 1905-1999

*Arizona Landscape*, 1945

Gelatin silver print, printed later. 7 1/2 x 9 1/2 in. (19.1 x 24.1 cm). Signed, titled and dated twice in pencil on the reverse of the mount.

**Estimate \$25,000-35,000**

**PROVENANCE** Pace/MacGill Gallery, New York

**LITERATURE** *ArtForum*, 'Frederick Sommer' January 2000; Center for Creative Photography, *Sommer: Words/Images*, pl. 28; Yale University Press, *Frederick Sommer: Photography, Drawing, Collage*, p. 69

93 **RAY K. METZKER** b. 1931

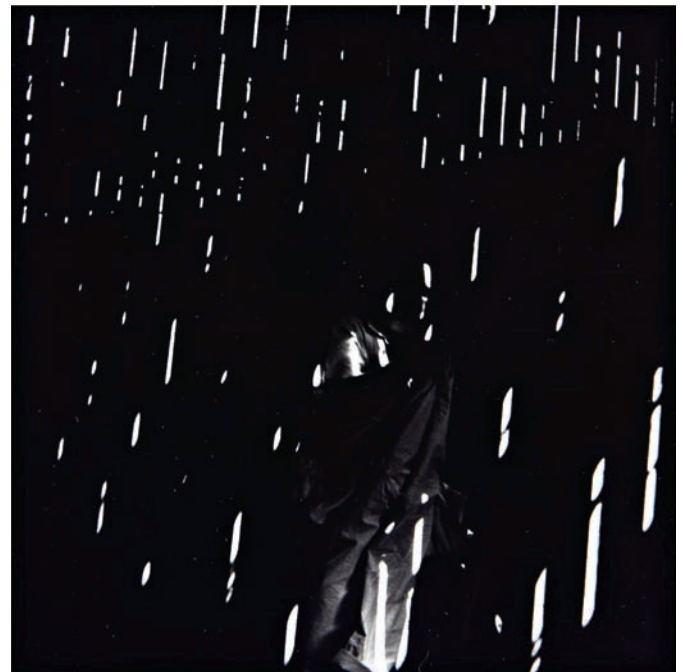
*66 GX-6, Atlantic City*, 1966

Gelatin silver print. 6 x 6 in. (15.2 x 15.2 cm). Signed in pencil on the reverse of the mount; titled 'GX-6' in pencil on the mount.

**Estimate \$5,000-7,000**

**PROVENANCE** Laurence Miller Gallery, New York

93



94 **AARON SISKIND** 1903-1991

*Pleasures and Terrors of Levitation #85*, 1965

Gelatin silver print. 12 1/2 x 10 1/2 in. (31.8 x 26.7 cm). Numbered '85', dated in pencil and estate stamp on the verso.

**Estimate \$3,000-5,000**

**PROVENANCE** Robert Mann Gallery, New York

95 **AARON SISKIND** 1903-1991

*Pleasures and Terrors of Levitation #481*, 1954

Gelatin silver print. 10 x 9 1/2 in. (25.4 x 24.1 cm). Numbered '481' and dated in pencil on the verso.

**Estimate \$3,000-5,000**

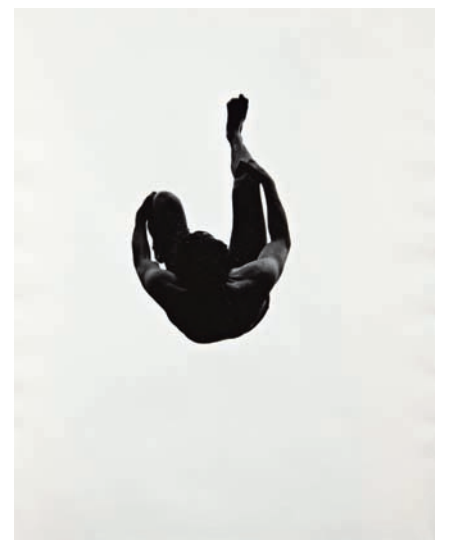
**PROVENANCE** Laurence Miller Gallery, New York

**LITERATURE** Light Gallery, *LIGHT*, p. 76 for a variant

94



95



96 LEE FRIEDLANDER b. 1943

*Galax, Virginia*, 1962  
Gelatin silver print. 5 3/4 x 8 3/4 in. (14.6 x 22.2 cm). Signed, titled, dated in pencil and copyright credit reproduction limitation stamp on the verso.

**Estimate \$30,000-50,000**

**LITERATURE** Galassi, *Friedlander*, pl. 75; Harry N. Abrams, Inc., *Like a One-Eyed Cat: Photographs by Lee Friedlander 1956-1987*, pl. 29

American street photography rose to prominence following the Second World War, as Americans, exhausted by the psychological strain of emotional suppression, extreme industrial production, and nationalistic unison, began turning the photographic lens away from the world and unto their own selves. The advantages of photography laid in its immediate, spontaneous capturing of fleeting moments and its assumed objectivity in depicting the world as it stood. With its infinitely layered social, cultural, racial and economic strata, the United States presented photographers with a myriad of visuals from which to choose and begin reshaping the nation's new portrait with a great level of honesty. Among those photographers who shaped the new American sense of self were Garry Winogrand and Lee Friedlander.

Not surprisingly, the paths of the two photographers were similar: both awarded the Guggenheim Fellowship three times throughout their illustrious careers, and both exhibiting at the George Eastman House in 1963, and in the *New Documents* exhibition at Museum of Modern Art in 1967, under John Szarkowski's directorship. Nonetheless, each photographer employed a markedly different sensitivity.

Winogrand's view of America was infused with his sense of wit and affinity for motion, invariably injecting his images with a sense of energy. The burlesque dancer backstage (lot 114), is at the height of preparing for a titillating show, presenting a scene of unguarded seduction and playfulness that stands in stark contrast with the social conservatism that typified the 1950s. Similarly, *San Francisco International Airport*, (lot 113), humorously depicts an illusion in which an unintentional axis formed by the different elements within the frame has two airplanes scraping just

above one attendant's head and directly heading towards a pilot's cap. *Dallas, Texas*, 1974 (lot 101), bestows viewers with a familiar scene of bustling energy in which a football game appears at the brink of reaching its peak, a moment heightened by the dramatic tilt of the camera. And in *Fifteen Photographs*, 1952-1973, (lot 112), Winogrand has compiled scenes, be it of flirty camaraderie or insouciant laissez-faire, that collectively embody the free spirit and the subtly comical eye that Winogrand so deftly relied on throughout his career.

Friedlander likewise formed a topographic map of the social landscape of its era, albeit utilizing a distinctly different eye. By incorporating text from signs, posters and billboards into his photographs, Friedlander altered in the ways in which images were read on literal and figurative levels. In *New York City (Father Duffy)*, 1974, (Lot 99), Friedlander created a strong juxtaposition between the revered military chaplain, Francis Patrick Duffy, and the oasis of commercial Pop-culture-heavy billboards that appear to all but drown him. Friedlander makes a likewise astute commentary on Pop-culture in *The Little Screens* series, as seen in lot 96. *Galax, Virginia*, 1966, was taken as the advent of television the decade prior engendered an alternate way to experience reality. The image of the baby, a symbol of youth, innocence and growth, becomes a mechanical and artificial experience. The frame-within-a-frame format is one that Friedlander was adept at, as seen in *New Orleans*, 1968, lot 98. The image presents multiple plains—some reflected, some recessed, within the same frame. This effectively collapses the distance between the background and the foreground, presenting a moment of unassuming surrealism in an otherwise ordinary scene. Moreover, one of the elements that add greater dimensionality to the image is the centrality of the photographer within the frame. Viewers are reminded that not only is Friedlander the creator of the image but also the conduit that removes the distance between the alternate plains of depth. Friedlander's inclusion in the frame can also be seen in *Texas*, 1965, (lot 100) where his shadow rises out of the foreground as naturally as the surrounding cacti, and *New York City*, 1966, (lot 97). In the latter image, Friedlander innovates the notion of a self-portrait altogether as his clear silhouette is contingent on the female passerby's back. It is an astute observation on the unexpected convergences in the everyday, and the potential surreal charm that could ensue.









97 **LEE FRIEDLANDER** b. 1943

NYC, 1966

Gelatin silver print. 6 1/4 x 9 1/2 in. (15.9 x 24.1 cm). Signed, titled, dated in pencil and copyright credit reproduction limitation stamp on the verso.

**Estimate** \$35,000-55,000

**PROVENANCE** Fraenkel Gallery, San Francisco

**LITERATURE** Galassi, *Friedlander*, pl. 120; Harry N. Abrams, Inc., *Lee Friedlander: Like a One-Eyed Cat, Photographs 1956-1987*, pl. 20; Haywire Press, *Lee Friedlander, Photographs*, pl. 31; Museum of Modern Art, *Self Portrait*, pl. 27; Weski and Liesbrock, *How You Look at It: Photographs of the 20th Century*, p. 427





98 **LEE FRIEDLANDER** b. 1943

*New Orleans, Louisiana, 1968*

Gelatin silver print, printed 1970. 6 7/8 x 10 3/8 in. (17.5 x 26.4 cm). Signed, titled 'N.O.', dated in pencil and copyright credit reproduction limitation stamp on the verso.

**Estimate \$12,000-18,000**

**PROVENANCE** Fraenkel Gallery, San Francisco

**LITERATURE** Galassi, *Friedlander*, pl. 9; Harry N. Abrams Inc., *Lee Friedlander: Like A One Eyed Cat, Photographs 1956-1987*, pl. 14; Haywire Press, *Lee Friedlander, Photographs*, pl. 67; Museum of Modern Art, *Self Portrait*, pl. 24; Szarkowski, *Looking at Photographs*, p. 205

99 **LEE FRIEDLANDER** b. 1943

*Father Duffy. Times Square, New York City, 1974*

Gelatin silver print. 7 5/8 x 11 3/8 in. (19.4 x 28.9 cm). Signed, titled 'NYC', dated in pencil and copyright credit reproduction limitation stamp on the verso.

**Estimate \$12,000-18,000**

**PROVENANCE** Fraenkel Gallery, San Francisco

**LITERATURE** Galassi, *Friedlander*, cover and pl. 300; Eakins, *Fourteen American Monuments*, pl. 13; Harry N. Abrams Inc., *Lee Friedlander: Like a One-Eyed Cat, Photographs 1956-1987*, pl. 88; Haywire Press, *Lee Friedlander, Photographs*, p. 87







100 **LEE FRIEDLANDER** b. 1943

*Texas, 1965*

Gelatin silver print. 7 1/4 x 10 3/4 in. (18.4 x 27.3 cm). Signed, titled, dated in pencil and copyright credit reproduction limitation stamp on the verso.

**Estimate \$12,000-18,000**

**PROVENANCE** Fraenkel Gallery, San Francisco

**LITERATURE** Galassi, *Friedlander*, pl. 123; Harry N. Abrams, Inc., *Lee Friedlander: Like a One-Eyed Cat, Photographs 1956-1987*, pl. 35; Haywire Press, *Lee Friedlander, Photographs*, pl. 76

101 **GARRY WINOGRAND** 1928-1984

*Dallas, Texas, 1974*

Gelatin silver print. 8 7/8 x 13 1/4 in. (22.5 x 33.7 cm). Signed in pencil by Eileen Adele Hall, Executor, stamped 'Printed by or under the supervision of Garry Winogrand', estate and copyright credit stamps on the verso.

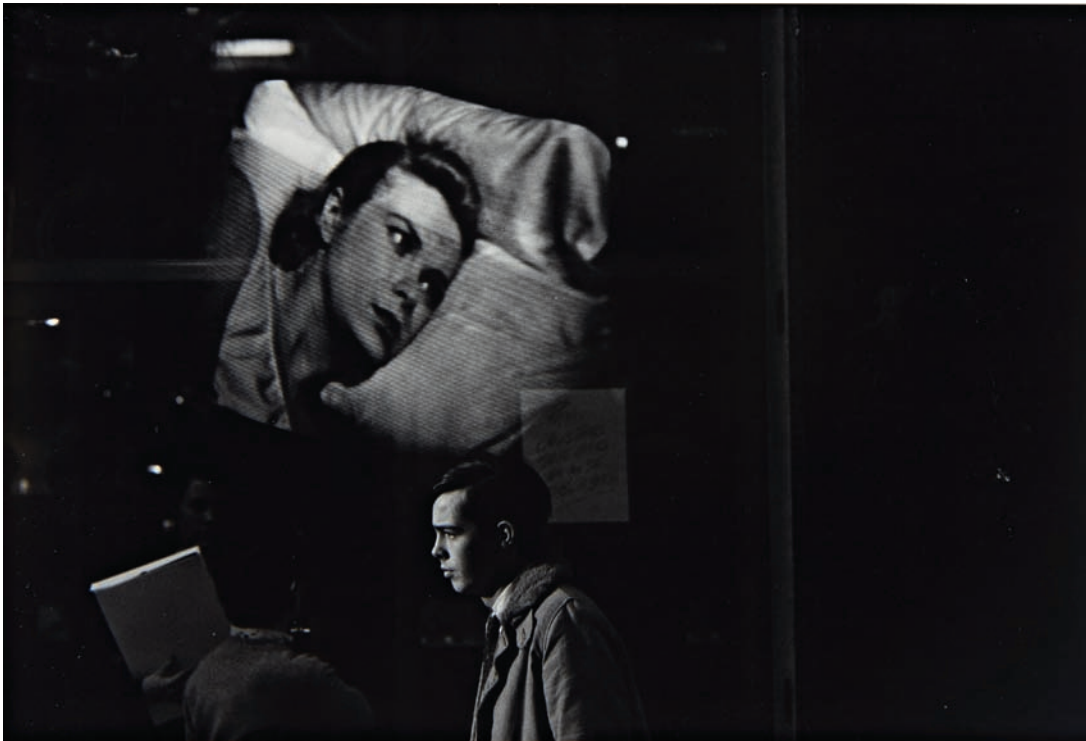
**Estimate \$7,000-9,000**

**EXHIBITED** *Winogrand: Figments From the Real World*: Museum of Modern Art, New York: 11 May- 16 August 1988; The Art Institute of Chicago, Chicago, 17 September- 13 November, 1988; Carnegie Mellon University Art Gallery, Pittsburgh: February- April 1989; The Museum of Contemporary Art, Los Angeles, 12 May- 17 August 1989; Archer M. Huntington Art Gallery, University of Texas, Austin, 7 September- 22 October 1989; Center for Creative Photography, University of Arizona, Tucson, November 1989- January 1990

**LITERATURE** Szarkowski, *Winogrand: Figments from the Real World*, p. 29







102 **HARRY CALLAHAN** 1912-1999

*Untitled*, n.d.

Gelatin silver print. 4 3/8 x 6 1/2 in. (11.1 x 16.5 cm). Signed in pencil in the margin.

**Estimate \$8,000-12,000**

**PROVENANCE** Pace/MacGill Gallery, New York



PROPERTY FROM THE COLLECTION OF JAY AND LAURA CROUSE

103 **HARRY CALLAHAN** 1912-1999

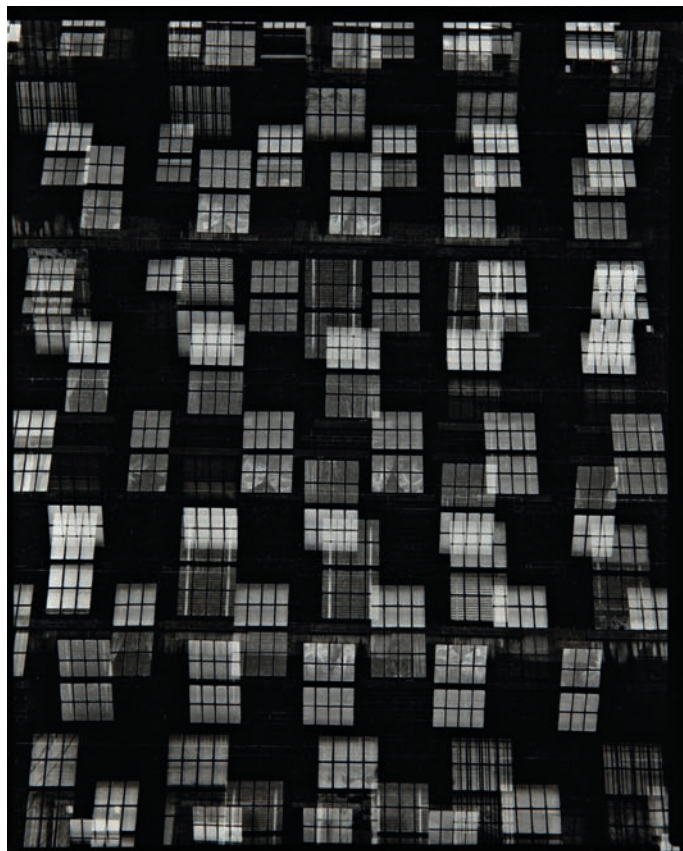
*Eleanor*, Chicago, 1949

Gelatin silver print, printed 1980s. 7 1/4 x 6 5/8 in. (18.4 x 16.8 cm). Signed in pencil in the margin.

**Estimate \$5,000-7,000**

**PROVENANCE** LIGHT Gallery, New York

**LITERATURE** Cambridge University Press, *A History of Photography: Social and Cultural Perspectives*, p. 177; Cox, *Harry Callahan: Eleanor*, pl. 23; El Mochuelo Gallery, *Photographs: Harry Callahan*, p. 2; Greenough, *Harry Callahan*, p. 85; Szarkowski, *Callahan*, p. 59



104 **HARRY CALLAHAN** 1912-1999

*Chicago*, 1948

Gelatin silver print, printed 1970s. 9 5/8 x 7 3/4 in. (24.4 x 19.7 cm). Signed in stylus in the margin.

**Estimate \$5,000-7,000**

**PROVENANCE** Laurence Miller Gallery, New York

**LITERATURE** Greenough, *Harry Callahan*, p. 59





## 105 GARRY WINOGRAND 1928-1984

### *Women Are Beautiful*

New York: RFG Publishing, Inc., 1981. Eighty-five gelatin silver prints. Each 8 3/4 x 13 in. (22.2 x 33 cm) or the reverse. Each signed and numbered 12/20 AP in pencil on the verso; numbered XII in ink on colophon. Title page. One from an edition of 80 plus 20 artist's proofs. Enclosed in the original clamshell portfolio case.

**Estimate \$70,000-90,000**

**LITERATURE** Bishop, *Women Are Beautiful*; Stack, *Winogrand: 1964*, p. 265; Szarkowski, *Winogrand: Figments from the Real World*, p. 21, 25, 27, 90, 104-111; T.F. Editores, *Garry Winogrand: The Game of Photography*, cover and p. 16, 75, 77-79, 81, 85-86, 89-90, 92-93, 116-117

### *Winogrand on Women*

*Whenever I've seen an attractive woman, I've done my best to photograph her. I don't know if all the women in the photographs are beautiful, but I do know that the women are beautiful in the photographs.*

*By the term "attractive women," I mean a woman I react to, positively. What do I react to in a woman? I do not mean as a man getting to know a woman, but as a photographer photographing. I know it's not just prettiness or physical dimensions. I suspect that I respond to their energies, how they stand and move their bodies and faces. In the end, the photographs are descriptions of poses or attitudes that give an idea, a hint of their energies. After all, I do not know the women in these photographs. Not their names, work, or lives.*

*"Women Are Beautiful" is a good title for this book because they are.*

Garry Winogrand  
Austin, Texas, 1975

Over a span of 20 years beginning in the early 1960s, Garry Winogrand photographed anonymous women throughout the country and abroad, compiling 85 of the images in the portfolio *Women Are Beautiful*. While some posit that it was his loneliness that initially drove him to the project, it is clear that it was his genuine love for and interest in documenting the modern woman, in a modern way, that kept it going throughout the years.

Shooting with a 35mm wide angled lens that allowed him to quickly capture comprehensive scenes at a closer range, Winogrand walked the streets, beaches and parks of New York, Los Angeles, Austin, London and elsewhere, taking snapshots of women in a variety of poses and situations: alone, in groups, mid-stride, mid-speech, sometimes aware of Winogrand's lens and sometimes completely oblivious to it. Connecting all of these images is the informal aesthetic of street photography with the cropped compositions, tilted angles and soft-focused details that mimic the pulsating energy of contemporary life, that would come to define Winogrand's style. In the 1960s and 70s, as women were exploring and experiencing the world liberated from their traditional roles as wives, mothers, sisters and daughters, Winogrand was photographing them in that new realm with a similarly liberated style; free from the constraints of traditional documentary photography. The modern woman was active, social, confident, carefree and this is the woman that Winogrand celebrates throughout *Women are Beautiful*.









106 **ROBERT ADAMS** b. 1937

*Longmont, Colorado, 1989*

Gelatin silver print. 15 x 14 3/4 in. (38.1 x 37.5 cm). Signed, dated and numbered 23/30 in pencil on the verso.

**Estimate \$20,000-30,000**

**PROVENANCE** Fraenkel Gallery, San Francisco

**LITERATURE** Aperture, *Summer Nights, Walking*, pl. 1; Aperture, *To Make it Home*, p. 115; Davis, *An American Century of Photograph, From Dry-Plate to Digital: The Hallmark Photographic Collection*, pl. 472

The proposed edition of 30 was never fully realized.





107 **ROBERT ADAMS** b. 1937  
*Colorado Springs, Colorado, 1968-1971*  
Gelatin silver print. 5 3/4 x 6 in. (14.6 x 15.2 cm). Signed, dated, annotated 'print made 1968-1971' in pencil, titled in ink and credit stamp on the verso.

**Estimate \$8,000-12,000**  
**PROVENANCE** Fraenkel Gallery, San Francisco

108 **ROBERT ADAMS** b. 1937  
*Federal Boulevard, Denver, circa 1968*  
Gelatin silver print. 6 x 6 in. (15.2 x 15.2 cm). Signed, initialed and annotated 'print made 1968-1972' in pencil on the verso.  
**Estimate \$8,000-12,000**  
**PROVENANCE** Fraenkel Gallery, San Francisco  
**LITERATURE** Szarkowski, *The New West*, p. 77



109 **ROBERT ADAMS** b. 1937  
*Eden, Colorado, 1968-1969*  
Gelatin silver print. 5 7/8 x 6 in. (14.9 x 15.2 cm). Signed, titled and dated in pencil on the verso.

**Estimate \$8,000-12,000**  
**PROVENANCE** Fraenkel Gallery, San Francisco







**110 ROBERT FRANK** b. 1924

*On US 91, 1956*

Gelatin silver print, printed later. 8 x 11 7/8 in. (20.3 x 30.2 cm). Signed, titled and dated in ink in the margin; annotated 'The Americans 32 U.S. 91, leaving Black-Foot Idaho' and '800' in pencil, copyright credit, reproduction limitation and Robert Frank Archive stamps on the verso.

**Estimate \$18,000-22,000**

**PROVENANCE** Lunn Gallery, Washington D.C.

**LITERATURE** Aperture, *The Americans*, 1969, pl. 32 for a variant cropping; Delpire, *Les Américains*, 1968, pl. 32; Grove Press, *The Americans*, 1968, pl. 32; National Gallery of Art, Washington/ Steidl, *Looking In: Robert Frank's The Americans*, 2009, p. 248, pl. 32; National Gallery of Art, Washington, *Robert Frank: Moving Out*, p. 186; Pantheon, *The Americans*, 1986, pl. 32 for a variant cropping; Scalo/DAP, *The Americans*, 1995, pl. 32 for a variant cropping; Steidl, *The Americans*, 1998, pl. 32 for a variant cropping; Weski and Liesbrock, *How You Look at It: Photographs of the 20th Century*, p. 207 there titled *U.S. 91, leaving Blackfoot, Idaho*





111 **ROBERT FRANK** b. 1924  
*Metropolitan Life Insurance Building - New York City, 1955*  
 Gelatin silver print, printed 1973. 13 1/4 x 8 7/8 in. (33.7 x 22.5 cm). Signed and dated  
 '1954-1973' in ink on the verso.

**Estimate \$20,000-30,000**

**PROVENANCE** LIGHT Gallery, New York; Phillips de Pury & Luxembourg, New York, The  
 Seagram Collection, 26 April 2003, lot 131

**EXHIBITED** *The Art of Photography: 150 Years*, The Museum of Fine Arts, Houston, 11  
 February - 30 April 1989; Australian National Gallery, Canberra, 17 June - 27 August 1989;  
 Royal Academy of Arts, London, 23 September - 23 December 1989; The Sezon Museum of  
 Modern Art, Karuizawa, 3 March - 1 April 1990

**LITERATURE** Aperture, *The Americans*, 1969, pl. 27 for a variant cropping; Delpire, *Les  
 Américains*, 1968, pl. 27; Grove Press, *The Americans*, 1968, pl. 27; National Gallery of Art,  
 Washington/ Steidl, *Looking In: Robert Frank's The Americans*, 2009, p. 241, pl. 27; Pantheon,  
*The Americans*, 1986, pl. 27 for a variant cropping; Scalo/DAP, *The Americans*, 1992 pl. 27 for  
 a variant cropping; Steidl, *The Americans*, 2008, pl. 27 for a variant cropping





112 **GARRY WINOGRAND** 1928-1984

*Fifteen Photographs*

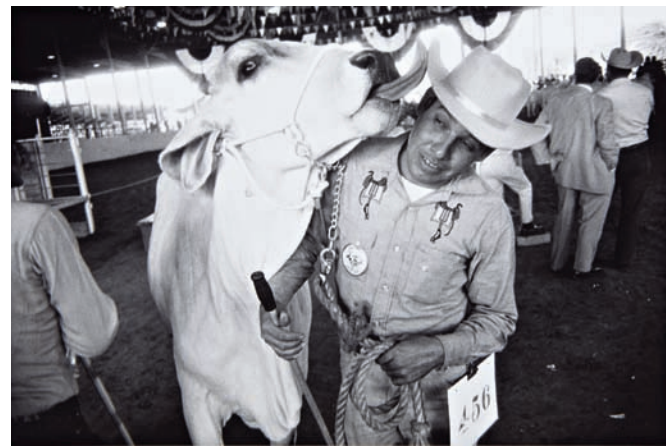
New York: Double Elephant Press, 1974. Fifteen gelatin silver prints. Each 8 5/8 x 13 in. (21.9 x 33 cm). Each signed and numbered 32/75 in pencil on the mount. Colophon. Title page. Enclosed in the original linen clamshell portfolio case.

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

**LITERATURE** Stack, *Winograd: 1964*, p. 101, 153 and 265; Szarkowski, *Winograd: Figments from the Real World*, p. 27, 65, 90-91, 94-95, 131, 135, 139, 145; T.F. Editores, *Garry Winograd: The Game of Photography*, cover and pp. 43, 47, 75, 89, 95 and 132

Titles include: *Los Angeles, California*, 1969; *Staten Island Ferry- New York City, New York*, 1971; *World's Fair -New York City, New York*, 1964; *Albuquerque, New Mexico*, 1958; *Klamath River, California*, 1964; *Central Park Zoo - New York City, New York*, 1962; *Central Park Zoo - New York City, New York*, 1967; *New York City, New York*, 1970; *Coney Island - New York City, New York*, 1952; *Dallas, Texas*, 1964; *Texas State Fair- Dallas, Texas*, 1964; *San Marcos, Texas*, 1964; *American Legion Convention - Dallas, Texas*, 1964; *Hippy Hollow, Lake Travis - Austin, Texas*, 1973; *Metropolitan Museum of Art Centennial Ball -New York City, New York*, 1969









113 **GARRY WINOGRAND** 1928-1984  
*San Francisco International Airport*, 1964  
Gelatin silver print, printed 1970s. 8 7/8 x 13 1/4 in. (22.5 x 33.7 cm). Signed in pencil on the verso.

**Estimate \$7,000-9,000**

**PROVENANCE** Acquired directly from the artist; Light Gallery, New York  
**LITERATURE** Stack, *Winogrand: 1964*, p. 71; Steidl, *Arrivals and Departures*, p. 30; Szarkowski, *Winogrand: Figments from the Real World*, p. 197

114 **GARRY WINOGRAND** 1928-1984  
*Untitled* from *Burlesque*, 1954  
Unique gelatin silver print. 10 x 10 in. (25.4 x 25.4 cm). Credit stamp and printing notations in pencil on the verso.

**Estimate \$5,000-7,000**

**PROVENANCE** From the artist; to his first wife; Bonni Benrubi Gallery, New York

115 **WILLIAM EGGLESTON** b. 1939  
*Untitled* from *Los Alamos*, 1970  
Color coupler print. 10 x 15 in. (25.4 x 38.1 cm). Signed in ink on the verso.

**Estimate \$7,000-9,000**

**PROVENANCE** Private Collection, Chicago  
**LITERATURE** Eggleston, *Ancient and Modern*, p. 47; Scalo, *William Eggleston: Los Alamos*, p. 41; Thames & Hudson, *William Eggleston*, pl. 145; Yale University Press, *William Eggleston: Democratic Camera*, cover and pl. 50







PROPERTY FROM THE COLLECTION OF JAY AND LAURA CROUSE

116 **WILLIAM EGGLESTON** b. 1939

*Outskirts of Morton, Mississippi, Halloween, 1971*

Dye transfer print. 11 7/8 x 17 3/4 in. (30.2 x 45.1 cm). Signed, annotated 'proof' and 'ed. of 15' in pencil on the verso. One from an edition of 15 plus artist's proofs.

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

**PROVENANCE** Acquired directly from the artist

**LITERATURE** Fondation Cartier pour l'art Contemporain, *William Eggleston*, pl. 61; Könemann, *A New History of Photography*, p. 657 for a black and white variant; Szarkowski, *William Eggleston's Guide*, p. 105; Whitney Museum of American Art/ Yale Press, *William Eggleston, Democratic Camera: Photographs and Video, 1961-2008*, pp. 84-85 and pl. 34





PHOTOGRAPHS FROM THE COLLECTION OF LISA LYON

Δ 117 **ROBERT MAPPLETHORPE** 1946-1989

*Lisa Lyon*, 1982

Gelatin silver print. 19 1/4 x 15 1/8 in. (48.9 x 38.4 cm). Signed, dated in ink and copyright credit reproduction limitation stamp on the reverse of the mount. One from an edition of 10 plus 2 artist's proofs.

**Estimate \$6,000-8,000**

**PROVENANCE** Acquired directly from the artist

**LITERATURE** St. Martin's Press, *Lady: Lisa Lyon*, p. 39; teNeues, *Mapplethorpe: Perfection in Form*, p. 101





PHOTOGRAPHS FROM THE COLLECTION OF LISA LYON

Δ 118 **ROBERT MAPPLETHORPE** 1946-1989

*Lisa Lyon*, 1980

Gelatin silver print. 13 7/8 x 13 7/8 in. (35.2 x 35.2 cm). Signed and numbered AP 1/2 in ink in the margin; signed, dated in ink and copyright credit reproduction limitation stamp on the reverse of the mount. One from an edition of 15 plus 3 artist's proofs.

**Estimate \$4,000-6,000**

**PROVENANCE** Acquired directly from the artist

**LITERATURE** St. Martin's Press, *Lady: Lisa Lyon*, p. 83



PHOTOGRAPHS FROM THE COLLECTION OF LISA LYON

Δ 119 **ROBERT MAPPLETHORPE** 1946-1989

*Lisa Lyon*, 1982

Gelatin silver print. 19 1/4 x 15 1/4 in. (48.9 x 38.7 cm). Signed, numbered AP 1/2 in ink and annotated 'for book' in pencil in an unidentified hand on the reverse of the mount. One from an edition of 10 plus 2 artist's proofs.

**Estimate \$10,000-15,000**

**PROVENANCE** Acquired directly from the artist

**LITERATURE** St. Martin's Press, *Lady: Lisa Lyon*, p. 69; teNeues, *Mapplethorpe: Perfection in Form*, p. 100





PHOTOGRAPHS FROM THE COLLECTION OF LISA LYON

Δ 121 **ROBERT MAPPLETHORPE** 1946-1989

*Lisa Lyon*, 1982  
Gelatin silver print. 19 1/4 x 15 1/4 in. (48.9 x 38.7 cm). Signed, numbered AP 1/2 in ink, dated in pencil and copyright credit reproduction limitation stamp on the reverse of the mount. One from an edition of 10 plus 2 artist's proofs.

**Estimate \$4,000-6,000**

**PROVENANCE** Acquired directly from the artist  
**LITERATURE** St. Martin's Press, *Lady: Lisa Lyon*, p. 98

PHOTOGRAPHS FROM THE COLLECTION OF LISA LYON

Δ 120 **ROBERT MAPPLETHORPE** 1946-1989

*Lisa Lyon*, 1980-1982  
Gelatin silver print. 15 1/4 x 15 1/4 in. (38.7 x 38.7 cm). Signed and numbered AP 1/2 in ink in the margin; annotated 'for book' in pencil in an unidentified hand on the reverse of the mount. One from an edition of 10 plus 2 artist's proofs.

**Estimate \$4,000-6,000**

**PROVENANCE** Acquired directly from the artist  
**LITERATURE** St. Martin's Press, *Lady: Lisa Lyon*, p. 94



122 **DIANE ARBUS** 1923-1971

*Germaine Greer*, NYC, 1971  
Gelatin silver print. 9 3/4 x 9 5/8 in. (24.8 x 24.4 cm). Stamped 'a diane arbus print', signed by Doon Arbus, Executor, in ink, copyright credit and reproduction limitation stamps on the verso. Accompanied by a signed Certificate of Authenticity from the Estate of Diane Arbus.

**Estimate \$10,000-15,000**

**PROVENANCE** Acquired directly from the artist; Private Collection, Fort Lauderdale  
**LITERATURE** Arbus, Sussman, Phillips, Selkirk and Rosenheim, *Diane Arbus: Revelations*, p. 302 for a variant

After meeting the feminist Germaine Greer for a *New Woman* photoshoot in New York, Diane Arbus wrote to John Gerbino, art director of *New Woman*: 'The best thing is her [Greer's] amazing dynamics she is bold fisty funny outrageous radiant silly all sorts of things'. The current lot is from the same shoot, taken just after Greer's rise to notoriety as author of *The Female Eunuch*, a text integral to the feminist movement of the 1970s.



123 **SHIRIN NESHAT** b. 1957*Untitled (Hands)*, 2005

Digital inkjet print. 17 1/2 x 11 3/4 in. (44.5 x 29.8 cm). Signed by Shirin Neshat, Rafael Fuchs and Izhar Patkin in pencil, numbered 86/100 by Rafael Fuchs in pencil in the margin.

**Estimate** \$5,000-7,000

This print was originally created for *Witness*, an organization dedicated to shedding light on human rights violations around the world. Founded by Israeli artist Izhar Patkin, *Artists Support Witness* was a limited edition project that paired together artists from diverse backgrounds to create joint photographs. In the present lot, the Iranian contemporary artist Shirin Neshat collaborated with Patkin on the concept for the work, which was then photographed by Rafael Fuchs. This image demonstrates the artistic possibilities under mutual tolerance and acceptance.

124 **HELENA ALMEIDA** b. 1934*Work-32 (Estudo 3)*, 1977

Two gelatin silver prints. Each 15 1/2 x 11 1/2 in. (39.4 x 29.2 cm). One signed and dated in ink on the recto; each signed, titled, variously annotated in Portuguese, numbered 1/5 and '1', '4', respectively, in ink on the reverse of the flush-mount.

**Estimate** \$7,000-9,000

124







125 **ALEX PRAGER** b. 1979

*Hannah, 2007*

Color coupler print. 48 1/2 x 53 7/8 in. (123.2 x 136.8 cm). Signed, titled, dated, numbered 5/5 in ink and copyright credit stamp on a label affixed to the reverse of the flush-mount.

**Estimate \$7,000-9,000**

126 **LAURA LETINSKY** b. 1962

*Untitled #54, 2002*

Digital color coupler print. 22 3/4 x 31 in. (57.8 x 78.7 cm). Signed, titled, dated and numbered 5/15 in ink on a label affixed to the reverse of the flush-mount.

**Estimate \$6,000-8,000**





127 **DAVID LEVINTHAL** b. 1949

*Untitled and Untitled from Barbie Millicent Roberts: An Original, 1997-1998*

Two unique Polaroid prints. Each 24 3/8 x 20 7/8 in. (61.9 x 53 cm). Each signed, dated, annotated 'AP' and numbered AP 97, AP 98, respectively, in ink in the margin.

**Estimate \$5,000-7,000**

**LITERATURE** Levinthal & Steele, *Barbie Millicent Roberts: An Original*, n.p.

128 **VEE SPEERS** b. 1962

*Untitled #3 from The Birthday Party, 2007*

Dye destruction print, flush-mounted. 36 x 29 in. (91.4 x 73.7 cm). Signed in ink, printed title, date and number AP1 on an artist's label affixed to the reverse of the flush-mount. One from an edition of 8 plus 2 artist's proofs.

**Estimate \$6,000-8,000**

**PROVENANCE** Acquired directly from the artist

129 **LORETTA LUX** b. 1969

*Boy in a Blue Raincoat 1, 2001*

Dye destruction print. 9 x 9 in. (22.9 x 22.9 cm). Signed, titled, dated and numbered 5/20 in pencil on the verso.

**Estimate \$5,000-7,000**

**PROVENANCE** Yossi Milo Gallery, New York

**LITERATURE** Aperture, *Loretta Lux*, p. 23







130 **ALEX PRAGER** b. 1979  
*Four Girls*, 2007  
Color coupler print. 23 1/2 x 27 1/2 in. (59.7 x 69.9 cm). Signed, titled, dated and numbered 3/9 in ink on the reverse of the flush-mount.  
**Estimate \$5,000-7,000**  
**PROVENANCE** Robert Berman Gallery, Santa Monica

131 **ALEX PRAGER** b. 1979  
*Caroline*, 2008  
Color coupler print. 36 x 20 in. (91.4 x 50.8 cm). Signed, titled, dated and numbered 1/7 in ink on the reverse of the flush-mount.  
**Estimate \$5,000-7,000**  
**PROVENANCE** Robert Berman Gallery, Santa Monica







132 **MASSIMO VITALI** b. 1944

*Riccione* (#0056) *Red Bikini*, 2001

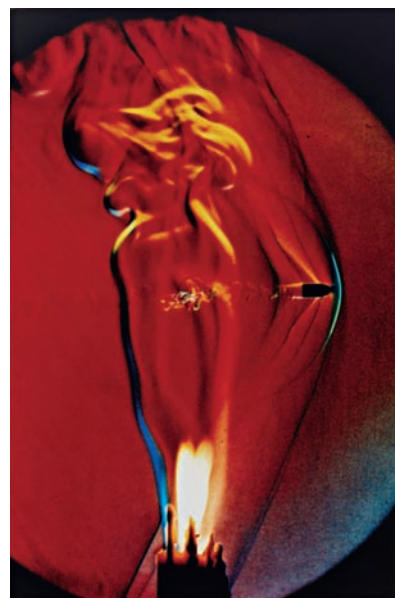
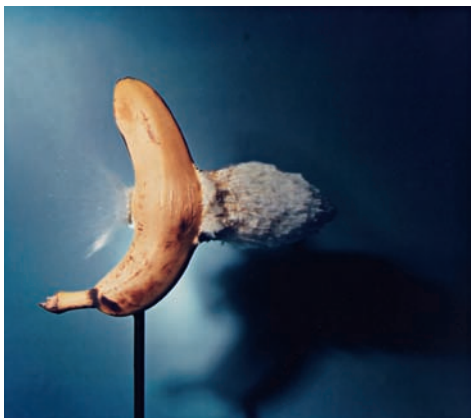
Color coupler print, Diasec mounted. 59 x 75 1/4 in. (149.9 x 191.1 cm). Signed, titled, dated and numbered 6/9 in ink on an artist's label affixed to the reverse of the flush-mount.

**Estimate** \$30,000-50,000

**PROVENANCE** Arndt & Partner, Berlin

**LITERATURE** Harry N. Abrams, Inc., *Photography Transformed: The Metropolitan Bank & Trust Collection*, pl. 292 for a variant; *Steidl, Beaches & Disco: Massimo Vitali*, p. 33 for a variant





133 **HAROLD EDGERTON** 1903-1990

*Harold Edgerton: Ten Dye Transfer Photographs*

Littleton: Palm Press, Inc., 1985. Ten dye transfer prints. Varying sizes from 14 x 15 7/8 in. (35.6 x 40.3 cm) to 14 1/8 x 18 in. (35.9 x 45.7 cm) or the reverse. Each signed in pencil on the verso. Title page lettered 'R' in pencil. Colophon. One from an edition of 300 plus 26 artist's proofs lettered A-Z. Enclosed in a linen clamshell portfolio case with credit and title.

**Estimate \$10,000-15,000**

**LITERATURE** Davis, *An American Century of Photography: From Dry-Plate to Digital: The Hallmark Photographic Collection*, pl. 236 for a black-and-white variant of *Milk Drop Coronet*, 1957

Titles include: *Football Kick*, 1938; *Diver*, 1955; *Milk Drop Coronet*, 1957; *Cranberry Juice into Milk*, 1960; *Moscow Circus*, 1963; *Bullet through Banana*, 1964; *.30 Bullet Piercing an Apple*, 1964; *Cutting the Card Quickly!*, 1964; *Pigeon Released*, 1965; *Bullet through Candle Flame*, 1973 (with Kim Vandiver)





134 **SANDY SKOGLUND** b. 1946  
*Revenge of the Goldfish*, 1980  
Dye destruction print. 27 7/8 x 35 1/2 in. (70.8 x 90.2 cm). Signed, titled, dated, numbered AP IX/X and copyright credit in pencil on the verso. One from an edition of 30 plus 10 artist's proofs.  
**Estimate \$15,000-25,000**  
**LITERATURE** Koetzle, *Photo Icons: Volume 2*, pp. 152-153; Smith College Museum of Art, *Sandy Skoglund: Reality Under Siege*, pl. 43



135 **SANDY SKOGLUND** b. 1946  
*Walking on Eggshells*, 1997  
Dye destruction print. 47 3/4 x 59 3/4 in. (121.3 x 151.8 cm). Signed, titled, dated and numbered 24/30 in ink on the recto.  
**Estimate \$8,000-12,000**  
**PROVENANCE** Rule Gallery, Denver  
**LITERATURE** Smith College Museum of Art, *Sandy Skoglund: Reality Under Siege*, p. 59





**136 DAVID HOCKNEY** b. 1937  
*The Grand Canyon South Rim with Rail, Arizona, Oct., 1982*  
Photographic collage, in the artist's original frame. 43 x 137 in. (109.2 x 348 cm). Signed, titled, dated and numbered '7' in ink on the mount. Number 7 from an edition of 25.

**Estimate \$15,000-25,000**

**LITERATURE** Nishimura Gallery, *David Hockney: New Work with a Camera*, pl. 2

**137 RICHARD MISRACH** b. 1949  
*Desert Croquet #1 (Deflated Earth)*, 1987  
Color coupler print. 29 1/2 x 37 1/4 in. (74.9 x 94.6 cm). Signed, titled, numbered 6/10 and copyright in pencil on the reverse of the mount.

**Estimate \$8,000-12,000**

**LITERATURE** Fraenkel Gallery, *Richard Misrach: Chronologies*, p. 45





**138 ROBERT PARKEHARRISON** b. 1968

*Earth Elegies*, 1999

Gelatin silver print with acrylic paint, gels and varnishes, flush-mounted to artist's wooden frame. 40 3/8 x 46 7/8 in. (102.6 x 119.1 cm). Signed, titled, dated and numbered 1/4 in pencil on a label affixed to the reverse of the frame.

**Estimate \$8,000-12,000**

**139 BERND & HILLA BECHER** 1931-2007 and b. 1934

*Links und Rechts*, circa 1972

Gelatin silver print diptych. Each 12 x 9 3/8 in (30.5 x 23.8 cm); 18 1/2 x 26 3/8 in. (47 x 67 cm) overall. Each signed and titled 'links', 'rechts' respectively, in pencil on the verso.

**Estimate \$15,000-25,000**



140 **BERND & HILLA BECHER** 1931-2007 and b. 1934

*Cooling Towers, Ruhr District*, 1983

Nine gelatin silver prints. Each 16 x 12 1/8 in. (40.6 x 30.8 cm). One signed, titled, dated, numbered and annotated with installation grid in pencil on the reverse of the mount; each sequentially numbered '1-9' in pencil on the reverse of the mounts.

**Estimate \$80,000-120,000**

**PROVENANCE** Thomas Segal Gallery, Baltimore; Private Collection; Christie's, New York, 14 November 2007, lot 494; Fraenkel Gallery, San Francisco

**LITERATURE** Librairie Antoine de Beaupré, *Bernhard und Hilla Becher*, p. 8 for two of nine images; Schirmer/Mosel, *Bernd & Hilla Becher: Typologien Typologies*, n.p.

By 1983, the year the present lot was photographed, Bernd and Hilla Becher had been collaboratively documenting industrial architecture throughout Germany and various regions in Europe and the United States for over twenty years. With an unerring eye towards objectivity, they photographed everything from Framework Houses to Gas tanks, Blast Furnaces and Water Towers. In doing so, they created a body of work with the aesthetic of documentary photography and the critical discourse of contemporary art.

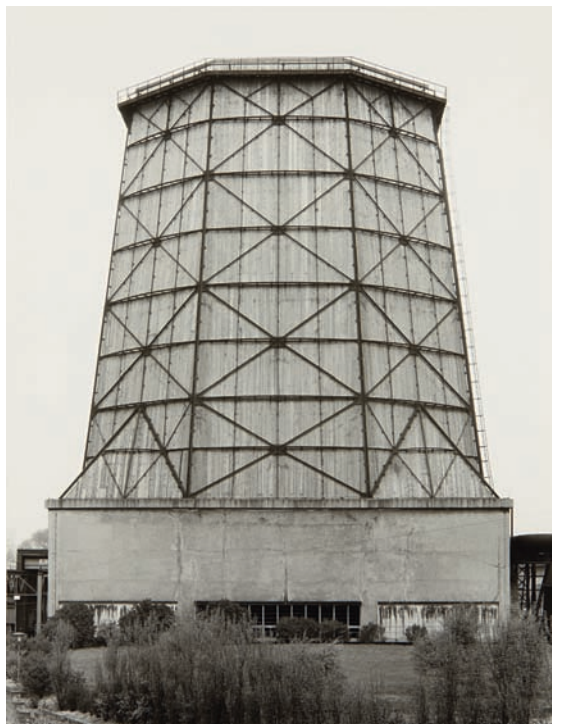
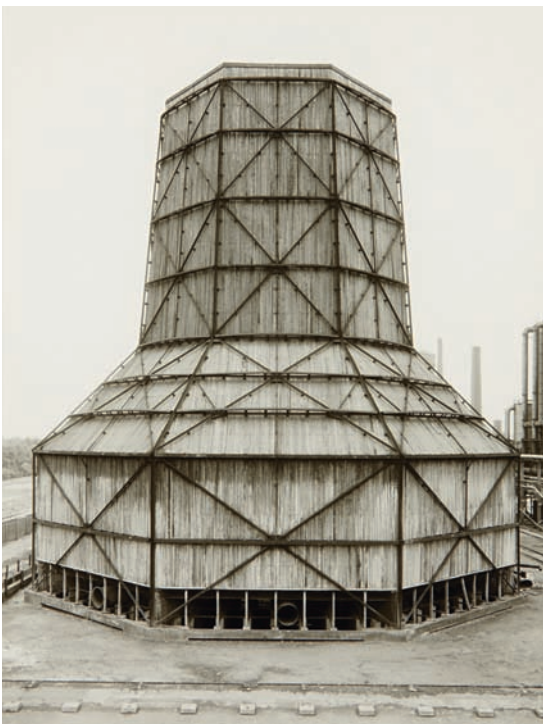
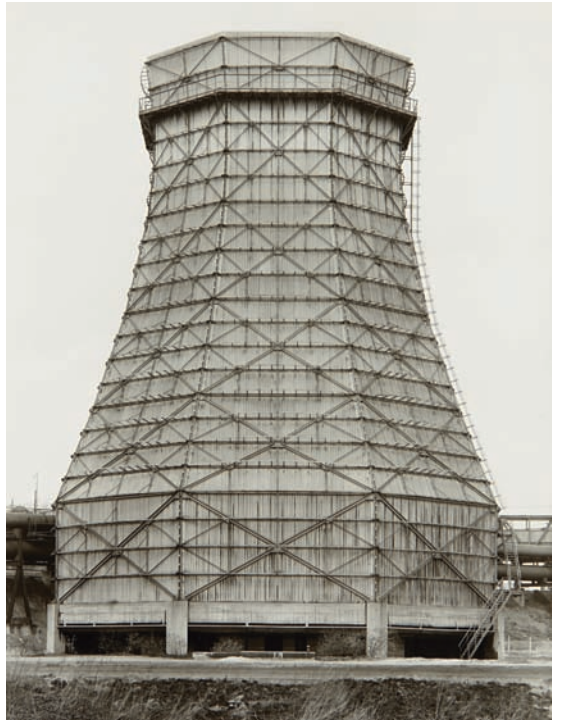
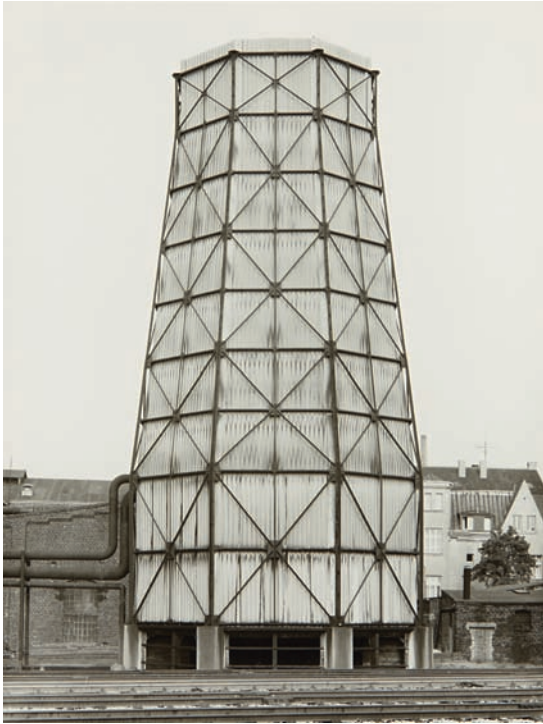
As evident in *Cooling Towers, Ruhr District*, in order to achieve their desired objectivity, the Becher's removed all indications of their presence from the photographs. Moreover, the elevated horizon line allowing immediate frontality, the tight frame around the structures and the conscious lack of shadows and figures, collectively form a visual consistency throughout their body of work. While it may be argued that this technical approach pushed their work more in the direction of historical records than photographic art, if that had been the case their descriptions would offer more to identify the individual structures, their architects and the dates of their construction, distinguishing the 19th century buildings from their 20th century counterparts. Instead, their descriptions note simply the function – plastered houses, winding towers- and the region, allowing for an art historical analysis that positions them as a critical lynchpin in the history of German photography.

Just as the Becher's were to influence generations of German photographers to come, they too were strongly influenced by the legacy of German photographers before them. Karl Blossfeldt's intricate studies of plants and Albert Renger-Patzsch's images of scientific instruments helped to establish the Neue Sachlichkeit (New Objectivity) movement within photography,

pushed forth by their contemporary August Sander. In *People of the 20th Century*, Sander aimed to create a collective "portrait" of the German population, identifying and organizing individuals not by name nor family nor the region in which they lived, but instead by their social standing and occupation: The Farmer, The Skilled Tradesman, The Woman, Classes and Professions, The Artists, The City and The Last People. By categorizing these groups of people and photographing each group in a specific context- The Farmer photographed on his land, The Skilled Trademen with the tools of his profession, The Woman with her family- Sander was thus placing greater importance on the type than on the individuals themselves. This notion of cataloguing a snapshot of society connects directly to the Becher's work decades later, but whereas Sander looked at the people, the Becher's looked at their surroundings and workplaces.

In as much as their photographs may be seen as a natural progression of the German photographic style, there is also a formalist element that strongly ties their work to the history of contemporary art. By presenting each of their subjects as a grid of photographs, the Becher's sought to emphasize the direct relationship between the function of an industrial building and its structural form. In looking at the nine photographs that comprise *Cooling Towers, Ruhr District*, we see this clearly: all have a conical tower with a wider base, tapered center and flared roof. By repeating this form over and over within the grid, the Becher's were imploring viewers to look at their photos, not as a window into the world or a document of reality, but as a two dimensional surface of lines, shapes that transform the photographs into a geometric landscape.









PROPERTY FROM THE PRIVATE COLLECTION OF RITA KRAUSS, NEW YORK

141 **RICHARD AVEDON** 1923-2004

*Nastassja Kinski and the Serpent, 14 June, 1981*

Gelatin silver print. 28 1/4 x 42 3/4 in. (71.8 x 108.6 cm). Signed and numbered 10/200 in pencil on the overmat; signed and numbered 10/200 in pencil on the mount.

**Estimate \$50,000-70,000**

**LITERATURE** Fraser, *On the Edge: Images from 100 Years of Vogue*, pp. 232-233; Shanahan, *Richard Avedon: Evidence 1944-1994*, p. 162



PROPERTY FROM THE PRIVATE COLLECTION OF RITA KRAUSS, NEW YORK

142 **VALÉRIÉ BELIN** b. 1964

*Untitled, No. 00100512, 2000*

Gelatin silver print. 39 x 31 in. (99.1 x 78.7 cm). Signed, dated in ink, printed title and number AP 2/2 on a label affixed to the reverse of the flush-mount. One from an edition of 5 plus 2 artist's proofs.

**Estimate** \$10,000-15,000

**PROVENANCE** Sikkema Jenkins & Co., New York

**LITERATURE** Phaidon, *Vitamin Ph: New Perspectives in Photography*, p. 29



PROPERTY FROM THE PRIVATE COLLECTION OF RITA KRAUSS, NEW YORK

143 **SHIRIN NESHAT** b. 1957

*Untitled from Rapture, 1999*

Gelatin silver print. 15 1/4 x 22 1/2 in. (38.7 x 57.2 cm). Signed, titled, dated and numbered 9/10 in pencil on the verso.

**Estimate** \$12,000-18,000

**LITERATURE** Charta, *Shirin Neshat*, p. 113







PROPERTY FROM THE PRIVATE COLLECTION OF RITA KRAUSS, NEW YORK

144 **HELMUT NEWTON** 1920-2004

*Mannequins, Quai d'Orsay, Paris, 1977*

Gelatin silver print. 9 7/8 x 6 5/8 in. (25.1 x 16.8 cm). Signed, titled, dated and inscribed in pencil on the verso.

**Estimate \$10,000-15,000**

**PROVENANCE** Phillips de Pury & Company, New York, 28 April 2005, lot 282



PROPERTY FROM THE PRIVATE COLLECTION OF RITA KRAUSS, NEW YORK

145 **HELMUT NEWTON** 1920-2004

*Lisa in Saint-Tropez, 1975*

Gelatin silver print. 12 3/8 x 8 1/4 in. (31.4 x 21 cm). Signed, titled and dated in pencil on the verso.

**Estimate \$5,000-7,000**

**PROVENANCE** Holden Luntz Gallery, Palm Beach



PROPERTY FROM THE PRIVATE COLLECTION OF RITA KRAUSS, NEW YORK

**146 NIKKI S. LEE** b. 1970

*The Young Japanese (East Village) Project (13)*, 1997

Fujiflex Crystal Archive print, flush-mounted. 15 1/2 x 23 1/2 in. (39.4 x 59.7 cm) Signed in ink, printed title, date and number 3/5 on a gallery label affixed to the reverse of the backing board.

**Estimate \$3,000-5,000**

**PROVENANCE** Leslie Tonkonow Artworks + Projects, New York

**LITERATURE** Hatje Cantz, *Nikki S. Lee: Projects*, p. 31



PROPERTY FROM THE PRIVATE COLLECTION OF RITA KRAUSS, NEW YORK

**147 NAN GOLDIN** b. 1953

*Ivy with a Fall, Boston*, 1973

Gelatin silver print, flush-mounted. 18 3/4 x 12 3/4 in. (47.6 x 32.4 cm). Signed, titled, dated and numbered '8' in pencil on the verso. Number 8 from an edition of 18.

**Estimate \$4,000-6,000**

**LITERATURE** Sussman and Armstrong, *Nan Goldin: I'll Be Your Mirror*, p. 64



PROPERTY FROM THE PRIVATE COLLECTION OF RITA KRAUSS, NEW YORK

**148 NAN GOLDIN** b. 1953

*Marlene in the Profile Room, Boston*, 1973

Gelatin silver print, flush-mounted. 18 3/4 x 12 5/8 in. (47.6 x 32.1 cm). Signed, titled and dated in pencil on the verso. One from an edition of 18.

**Estimate \$4,000-6,000**





PROPERTY FROM THE PRIVATE COLLECTION OF RITA KRAUSS, NEW YORK

149 **LORETTA LUX** b. 1969  
*Spring*, 2001  
Dye destruction print. 9 x 9 in. (22.9 x 22.9 cm). Signed, titled, dated and numbered 9/20 in pencil on the verso.  
  
**Estimate \$8,000-12,000**  
  
**PROVENANCE** Yossi Milo Gallery, New York  
**LITERATURE** *Aperture*, *Loretta Lux*, p. 47; Harry N. Abrams, Inc. *Photography Reborn: Image Making in the Digital Era*, p. 63



PROPERTY FROM THE PRIVATE COLLECTION OF RITA KRAUSS, NEW YORK

150 **LORETTA LUX** b. 1969  
*Boy in Yellow Pullover*, 2004  
Dye destruction print. 12 1/2 x 9 in. (31.8 x 22.9 cm). Signed, titled, dated and numbered 7/20 in pencil on the verso.  
  
**Estimate \$8,000-12,000**  
  
**PROVENANCE** Yossi Milo Gallery, New York  
**LITERATURE** *Aperture*, *Loretta Lux*, p. 95

PROPERTY FROM THE PRIVATE COLLECTION OF RITA KRAUSS, NEW YORK

151 **CANDIDA HÖFER** b. 1944  
*Bibliothèque Nationale de France, Paris V*, 1998  
Color coupler print. 23 1/4 x 23 1/4 in. (59.1 x 59.1 cm). Signed and titled in ink on the reverse of the mount.  
  
**Estimate \$8,000-12,000**  
  
**PROVENANCE** Sonnabend Gallery, New York



152



PROPERTY FROM THE PRIVATE COLLECTION OF RITA KRAUSS, NEW YORK

152 **CINDY SHERMAN** b. 1954*Untitled (Ice Skater)*, 1979

Gelatin silver print. 7 x 4 3/4 in. (17.8 x 12.1 cm). Signed and numbered AP 10/15 in pencil on the verso. One from an edition of 100 plus 15 artist's proofs.

**Estimate** \$3,000-5,000

PROPERTY FROM THE PRIVATE COLLECTION OF RITA KRAUSS, NEW YORK

154 **CINDY SHERMAN** b. 1954*Untitled (Crystal Ball)*, 1993

Color coupler print. 6 3/4 x 5 in. (17.1 x 12.7 cm). Signed and dated in ink on the verso.

**Estimate** \$2,000-3,000

154

153



PROPERTY FROM THE PRIVATE COLLECTION OF RITA KRAUSS, NEW YORK

153 **CINDY SHERMAN** b. 1954*Untitled (Lucille Ball)*, 1975

Fujicolor Crystal Archive print, printed 2001. 10 3/8 x 8 1/4 in. (26.4 x 21 cm). Signed and dated in ink on the verso.

**Estimate** \$3,000-5,000**PROVENANCE** Metro Pictures, New York

PROPERTY FROM THE PRIVATE COLLECTION OF RITA KRAUSS, NEW YORK

155 **CINDY SHERMAN** b. 1954*Untitled (Madonna)*, 1975

Gelatin silver print, printed 1997. 7 x 5 in. (17.8 x 12.7 cm). Signed and dated in ink on the verso.

**Estimate** \$2,000-3,000

155





PROPERTY FROM THE PRIVATE COLLECTION OF RITA KRAUSS, NEW YORK

156 **VIK MUNIZ** b. 1961

*Migrant Mother, after Dorothea Lange from Pictures of Ink, 2000*

Dye destruction print. 40 x 29 1/2 in. (101.6 x 74.9 cm). Signed, dated and numbered 4/5 in ink on a gallery label affixed to the reverse of the flush-mount.

**Estimate \$20,000-30,000**

**LITERATURE** Merritt, *Shared Space: The Joseph M. Cohen Collection*, p. 169

157



PROPERTY FROM THE PRIVATE COLLECTION OF RITA KRAUSS, NEW YORK

157 **VIK MUNIZ** b. 1961

*The Photographer (Clayton Days), 2000*

Gelatin silver print. 9 1/2 x 7 1/2 in. (24.1 x 19.1 cm). Signed, dated and numbered 10/10 in pencil on the verso.

**Estimate \$3,000-4,000**

**LITERATURE** Aperture, *Reflex: Vik Muniz Primer*, p. 2

158



PROPERTY FROM THE PRIVATE COLLECTION OF RITA KRAUSS, NEW YORK

158 **VIK MUNIZ** b. 1961

*Hobo (Clayton Days), 2000*

Gelatin silver print. 10 1/2 x 13 3/8 in. (26.7 x 34 cm). Signed, dated and numbered 10/10 in pencil on the verso.

**Estimate \$3,000-4,000**

In 2000, The Frick Art & Historical Center, Pittsburgh, invited renowned contemporary photographer Vik Muniz to inaugurate their artist-in-residence program, in which artists were granted the liberty of creating works inspired by the Center's collection. For having a limited photographic trove, Muniz chose to create a photographic body of work in which he recreated life in the 19th-century as experienced at Clayton, the renowned mansion in which Henry Clay Frick and his family had resided. By staging the employees of the Frick Collection as well as himself in the tableaux, Muniz created images that emulate the atmospheric charm of the era, which was further emphasized by Muniz's coloring of each print in sepia tones. The final images present a contemporary fantasy of a romanticized Victorian Pictorialist aesthetic and lifestyle.





PROPERTY FROM THE PRIVATE COLLECTION OF RITA KRAUSS, NEW YORK

**159 JOHN COPLANS** 1920-2003  
*Self-portrait (Feet Frontal)*, 1984  
 Gelatin silver print. 22 5/8 x 13 3/4 in. (57.5 x 34.9 cm). Signed, titled, dated, numbered 5/12 in pencil and copyright credit reproduction limitation stamp on the verso.

**Estimate \$3,000-5,000**

**161 JOEL-PETER WITKIN** b. 1939  
*The Expulsion from Paradise*, 1980  
 Gelatin silver print. 14 7/8 x 15 in. (37.8 x 38.1 cm). Signed, titled, dated and numbered 6/15 in pencil on the verso.

**Estimate \$2,500-3,500**



PROPERTY FROM THE PRIVATE COLLECTION OF RITA KRAUSS, NEW YORK

**160 JOHN COPLANS** 1920-2003  
*Self-portrait (Back View, Upright)*, 1985  
 Gelatin silver print. 9 3/4 x 13 1/4 in. (24.8 x 33.7 cm). Signed, titled, dated, numbered 6/12 in pencil and copyright credit reproduction limitation stamp on the verso.

**Estimate \$3,000-5,000**

**162 JOEL-PETER WITKIN** b. 1939  
*The Sins of Joan Miró*, 1981  
 Gelatin silver print, printed 1982. 14 5/8 x 14 3/4 in. (37.1 x 37.5 cm). Signed, titled, dated, numbered 7/8 and inscribed in pencil on the verso.

**Estimate \$2,500-3,500**







163 **LARRY CLARK** b. 1943

*Tulsa*

New York: RFG Publishing, Inc., 1980. Fifty gelatin silver prints. Each 8 x 11 7/8 in. (20.3 x 30.2 cm) or the reverse. Each signed and variously numbered in pencil on the verso. Numbered 43 in ink on the colophon. Title page. One from an edition of 100 plus 15 artist's proofs. Enclosed in the original portfolio case.

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

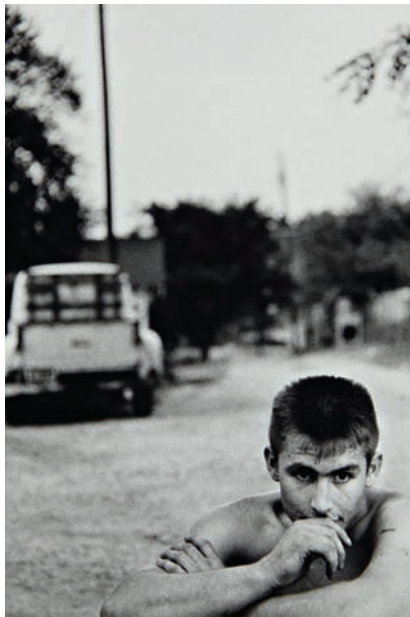
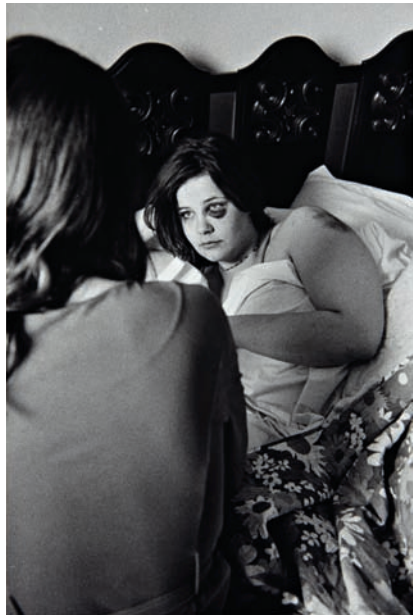
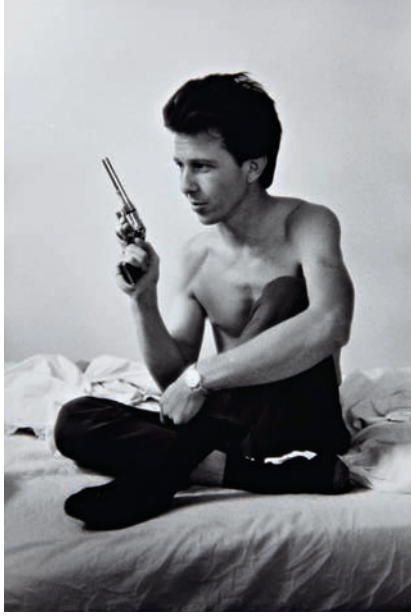
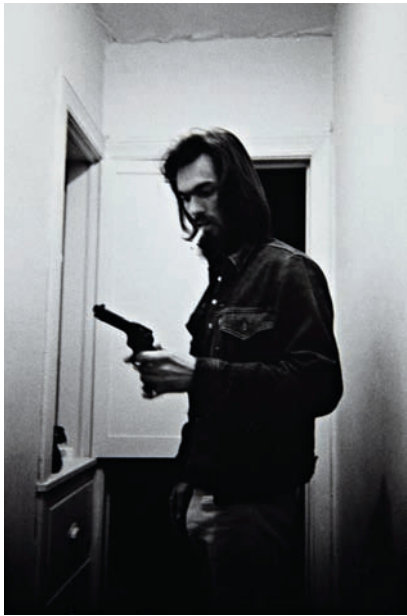
**LITERATURE** Cambridge University Press, *A History of Photography: Social and Cultural Perspectives*, p. 216; Clark, *Tulsa*, n.p. (all images illustrated); Weski and Liesbrock, *How You Look at It: Photographs of the 20th Century*, pp. 312-317

A native of Tulsa, Oklahoma, Larry Clark was keen as a teenager to record his experience growing up in 1960s suburbia to ultimately present a viewpoint that stood in a stark, gritty contrast to the common perception of Midwestern suburban teens heretofore. From 1959, the year he turned sixteen, Clark began using drugs en masse with his friends, an experience he began documenting from 1963 through 1971. The end result was *Tulsa*, lot 163, an indelible mosaic whose honesty is brutal and raw, depicting an array of individuals whose youthful, smooth skin is riddled with needle marks, gun shots, bruises and cuts. Collectively, the series contradicted the widely held view of the time that Midwestern suburban teens were well sheltered from the diseased and destructive activities commonly attributed to their urban counterparts. The images were unapologetic and controversial, jolting viewers from their comfort zone, demanding a reshuffling of the viewers' schematic associations with teenage years, and begetting an overwhelming sense of sympathy.

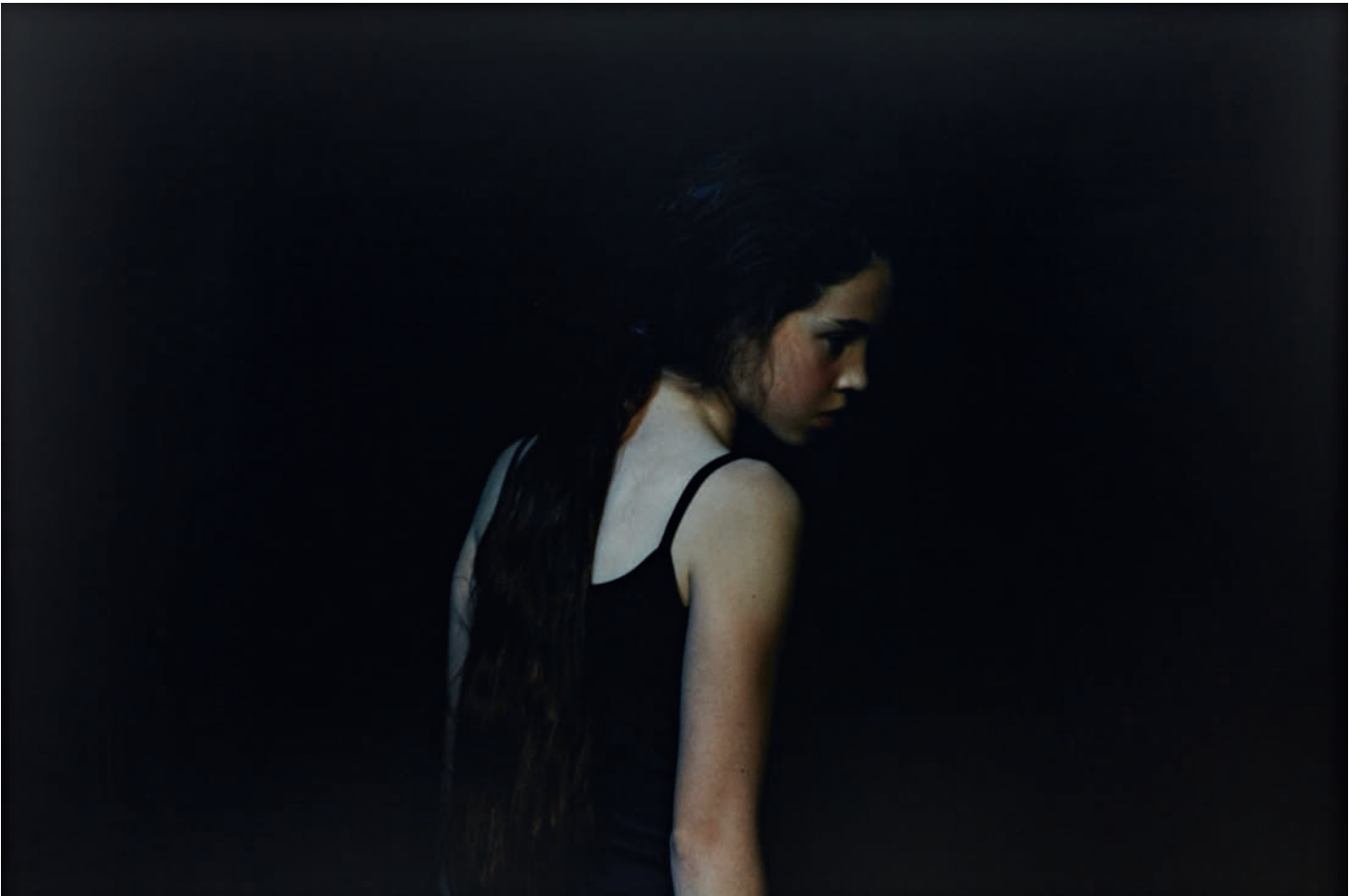
It is also in *Teenage Lust*, lot 166, in which Clark presents an honest portrayal of teenagers' life. The series was done in 1983, by which point Clark had safely exited his own teenage years and the predicaments that

typified them. Nonetheless, the work is unambiguously autobiographical, bookended by appropriated images from Clark's personal family album. As a result, the individuals shown in *Teenage Lust* became surrogates for Clark's own early pack of friends, and more so, of Clark himself. In fact, the portfolio is presented as a family album, with the images snugly tucked into mylar sheets. The comfortable, familial association with family albums is consequently disrupted and Clark's presence is palpable. Accordingly, *Teenage Lust* is equal in intensity and candor. The individuals are shown cavorting, hugging, sleeping and touching, fully aware of their bodies, still in the process of maturation. Once again, the subjects' skin becomes a vessel for Clark to portray their psychological state, unabashedly exposing far more than that which is normally covered by clothes. The narrative in *Tulsa* and *Teenage Lust* attests to a larger, social and demographic shift that was occurring from the early 1960s through the 1980s. As eighteen-year-olds were drafted to serve in increasingly unpopular wars, and movements to end racial segregation, gender discrimination and suppression of sexual orientation were rife, the teenagers in Larry Clark's two portfolios became emblems of the growing changes that had risen about, forever altering America's perception of its youth.







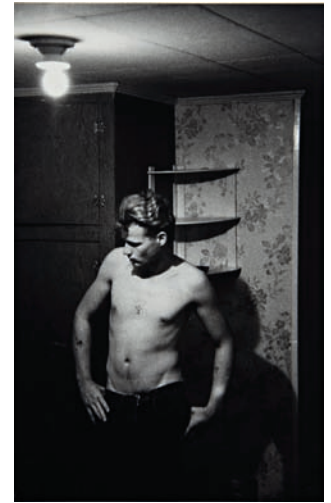


164 **BILL HENSON** b. 1955  
*Untitled*, 1998-1999  
Color coupler print. 41 x 61 in. (104.1 x 154.9 cm). Signed, titled, dated, numbered 3/5 and annotated 'JPC SH49 N35' in ink in the margin.  
**Estimate \$10,000-15,000**

165 **WOLFGANG TILLMANS** b. 1968  
*Alex and Alex on Sofa, July*, 1993  
Color coupler print. 24 x 16 7/8 in. (61 x 42.9 cm) overall. Signed, titled, dated, numbered and annotated 'Wolfgang Tillmans, Alex & Alex on Sofa, ph. July 93, prWT Oct. 93, 3/3 + 1' in ink on the verso.  
**Estimate \$4,000-6,000**  
**PROVENANCE** Andrea Rosen Gallery, New York







166 **LARRY CLARK** b. 1943

*Teenage Lust*, 1981

Eighty-three gelatin silver prints. Each approximately 8 x 12 in. (20.3 x 30.5 cm) or the reverse. Each signed in pencil on the verso. Numbered 4 in ink on the colophon. Title page. One from an edition of 100 plus 15 artist's proofs. Enclosed in the original linen album with mylar sleeves and original linen slipcase.

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

**PROVENANCE** Freidus/Ordovery Gallery, New York





*Hotel, Kyoto, 2008*

Lambda print. 23 x 41 1/2 in. (58.4 x 105.4 cm). Signed, titled, dated and numbered in ink with artist's seal on the reverse of the flush-mount. One from an edition of 12.

**Estimate \$7,000-9,000**

*Architecture of Density #39, 2005*

Lightjet print. 24 5/8 x 37 1/2 in. (62.5 x 95.3 cm). Signed in ink, printed title, date, number 5/9 and copyright credit on a label affixed to the reverse of the flush mount.

**Estimate \$5,000-7,000**

**PROVENANCE** Robert Koch Gallery, San Francisco



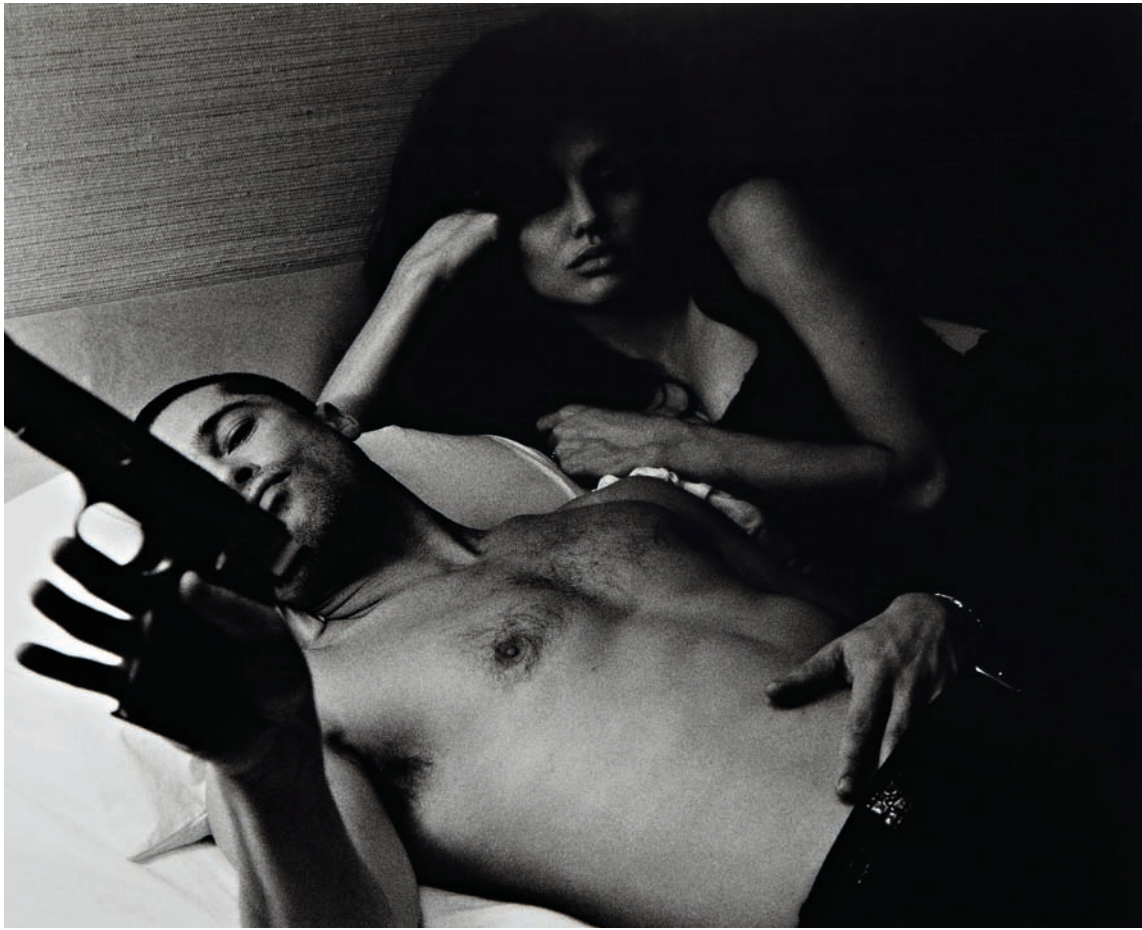
*Night #1/ Hong Kong, 2004*

Lightjet print. 27 x 34 in. (68.6 x 86.4 cm). Signed in ink, printed title, number 3/9 and copyright credit on a label affixed to the reverse of the flush-mount.

**Estimate \$5,000-7,000**

**PROVENANCE** Robert Koch Gallery, San Francisco





170 **STEVEN KLEIN** b. 1961  
*Case Study #13, no. 18, 2005*  
Gelatin silver print. 32 1/2 x 40 1/4 in. (82.6 x 102.2 cm). Signed in ink, printed title, date and number 5/5 on a Certificate of Authenticity label affixed to the reverse of the flush-mount.  
**Estimate \$18,000-22,000**  
**PROVENANCE** Acquired directly from the artist; Phillips de Pury & Company, New York, 16 October 2008, lot 164  
**LITERATURE** *W*, 'Brad and Angelina: Domestic Bliss', July 2005 for a variant

171 **HELMUT NEWTON** 1920-2004  
*T.V. Murder, Cannes, 1975*  
Gelatin silver print. 11 1/2 x 16 7/8 in. (29.2 x 42.9 cm). Signed, titled, dated in ink, copyright credit and reproduction limitation stamps on the verso.  
**Estimate \$6,000-8,000**





172 **EDWARD BURTYNSKY** b. 1955  
*Shipyard #11, Qili Port, Zhejiang Province, China, 2005*  
Digital color coupler print. 33 7/8 x 27 in. (86 x 68.6 cm). Signed in ink, printed title, date and number 7/10 on a label affixed to the reverse of the mount.

**Estimate \$12,000-18,000**

**LITERATURE** Steidl, *China: The Photographs of Edward Burtynsky*, p. 71

173 **ZHANG HUAN** b. 1965  
*Sunshine 1, 1999*  
Fujicolor Crystal Archive print. 60 1/2 x 40 1/4 in. (153.4 x 102.2 cm). Signed, titled in Chinese, dated and numbered 1/15 in ink on the verso.

**Estimate \$8,000-12,000**

**PROVENANCE** Max Protetch Gallery, New York; The Collection of Martin Z. Margulies



174 **EDWARD BURTYNSKY** b. 1955  
*Dam #1, Yangtze River, China, 2002*  
Color coupler print, printed 2003. 26 3/4 x 33 3/4 in. (67.9 x 85.7 cm). Signed in ink, printed title, date and number AP2 on a label affixed to the reverse of the mount. One from an edition of 10 plus 2 artist's proofs.

**Estimate \$7,000-9,000**

**PROVENANCE** Paul Kuhn Gallery, Calgary







175 **EDWARD BURTYNSKY** b. 1955

*Oil Refineries #15, St. John, New Brunswick, 1999*

Digital color coupler print. 47 1/2 x 59 5/8 in. (120.7 x 151.4 cm). Signed in ink, printed credit, title, date and number 6/6 on a label affixed to the reverse of the mount.

**Estimate** \$10,000-15,000

176 **STÉPHANE COUTURIER** b. 1957

*Rome, Via dei Fori Imperiali, 2000*

Dye destruction print, Diasec mounted. 49 x 67 1/2 in. (124.5 x 171.5 cm). Signed, titled, dated and numbered 4/5 in ink on a label affixed to the reverse of the flush-mount.

**Estimate** \$12,000-18,000

**PROVENANCE** Laurence Miller Gallery, New York

**LITERATURE** Moatti, *I Tempo Di Roma*, p. 51





177 **SEBASTIÃO SALGADO** b. 1944

*The Eastern Part of the Brooks Range, Alaska, 2009*

Gelatin silver print. 21 1/4 x 29 3/4 in. (54 x 75.6 cm). Signed, titled 'Alaska' and dated in pencil on the verso.

**Estimate \$10,000-12,000**

**PROVENANCE** Peter Fetterman Gallery, Santa Monica



178 **DARREN ALMOND** b. 1971

*Fullmoon@Manant, 2001*

Lambda print. 50 1/4 x 50 1/4 in. (127.6 x 127.6 cm). Printed credit, title and date on a gallery label affixed to the reverse of the frame. Number 5 from an edition of 5.

**Estimate \$7,000-9,000**

**PROVENANCE** Max Hetzler Gallery, Berlin



179 **SEBASTIÃO SALGADO** b. 1944

*Macaroni Penguins, in Zavodovski Island, The Sandwich Islands, 2009*

Gelatin silver print. 21 3/8 x 29 3/4 in. (54.3 x 75.6 cm). Signed, titled 'South Sandwich Islands' and dated in pencil on the verso.

**Estimate \$10,000-12,000**

**PROVENANCE** Peter Fetterman Gallery, Santa Monica



180 **SEBASTIÃO SALGADO** b. 1944

*Serra Pelada, Gold Mine, Brazil, 1986*

Gelatin silver print. 32 1/2 x 21 1/4 in. (82.6 x 54 cm). Signed, titled 'Brasil' and dated in pencil on the verso.

**Estimate \$12,000-15,000**

**LITERATURE** Könemann, *A New History of Photography*, p. 611



181 **SEBASTIÃO SALGADO** b. 1944

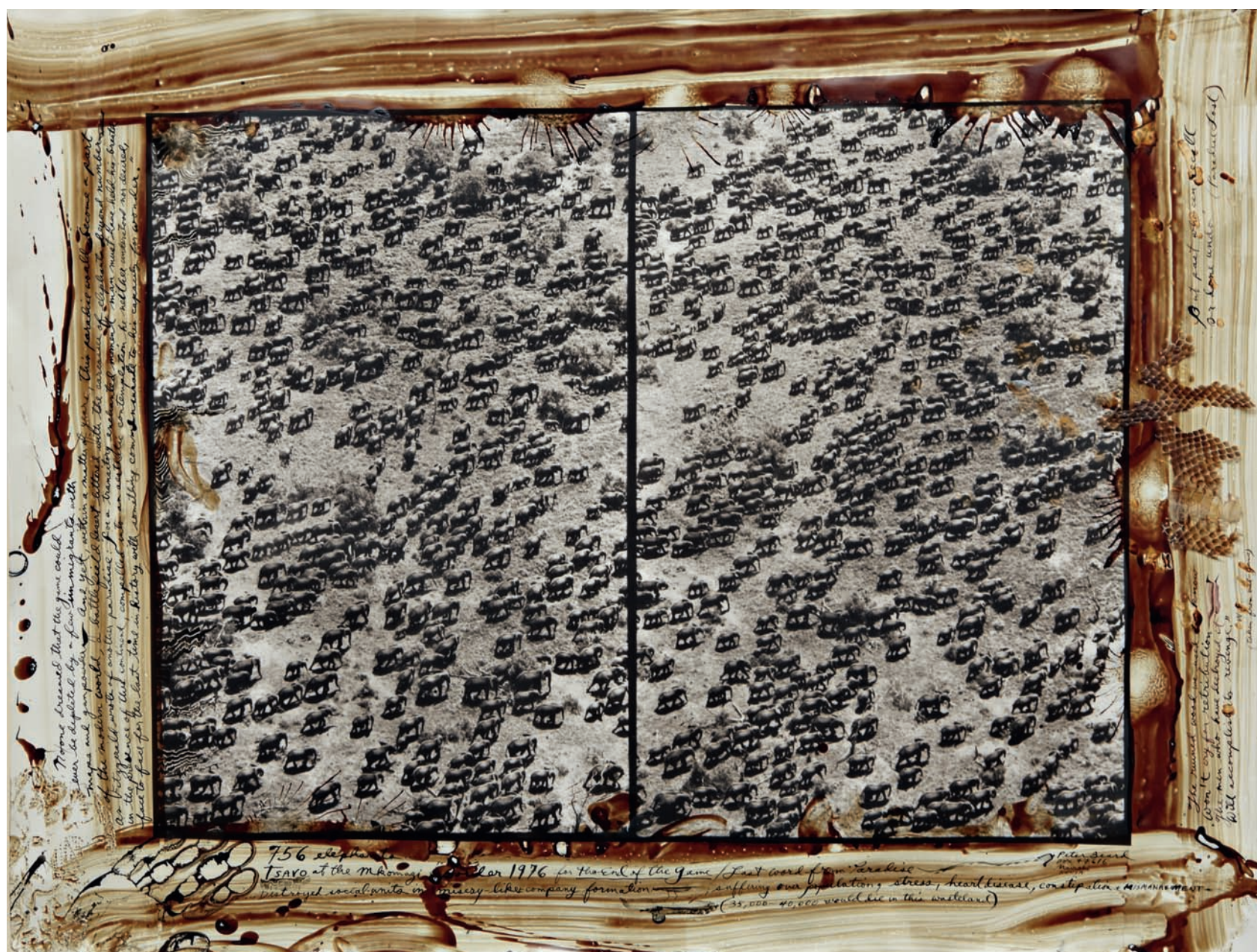
*Buffalos, Kafue National Park, Zambia, 2010*

Gelatin silver print. 29 5/8 x 21 1/4 in. (75.2 x 54 cm). Signed and titled 'Zambia - Zolo' in pencil on the verso.

**Estimate \$10,000-12,000**

**PROVENANCE** Peter Fetterman Gallery, Santa Monica





182 **PETER BEARD** b. 1938

756 Elephants, Tsavo at the Mkomazi Border, 1976

Toned gelatin silver print with ink, blood and affixed snakeskin, printed later. 31 1/4 x 41 1/2 in. (79.4 x 105.4 cm). Signed, titled, dated and extensively annotated in ink and blood on the recto; Peter Beard/Palazzo Reale stamp on the reverse of the frame.

**Estimate** \$30,000-50,000

**LITERATURE** Taschen, *Peter Beard*, pl. 13 for a variant





183 **NICK BRANDT** b. 1966

*Portrait of 2 Zebras Turning Heads, Ngorongoro Crater, 2005*

Archival pigment print. 35 1/2 x 50 in. (90.2 x 127 cm). Signed, dated and numbered AP 1/2 in pencil in the margin. One from an edition of 8 plus artist's proofs.

**Estimate** \$30,000-50,000





**184 SEBASTIÃO SALGADO** b. 1944

*Dinka group at Pagarau cattle camp, Southern Sudan, 2006*

Gelatin silver print. 21 1/4 x 29 3/4 in. (54 x 75.6 cm). Signed, titled 'Sud Sudan' and dated in pencil on the verso.

**Estimate \$12,000-15,000**

**PROVENANCE** Peter Fetterman Gallery, Santa Monica

**185 SEBASTIÃO SALGADO** b. 1944

*Sea Lions (Zalophus californianus), Punta Espinoza, Fernandina Island, Galapagos, Ecuador from Genesis, 2004*

Gelatin silver print, printed 2007. 15 1/8 x 20 1/2 in. (38.4 x 52.1 cm). Copyright credit blindstamp in the margin; signed, titled 'Galapagos' and dated in pencil on the verso.

**Estimate \$4,000-6,000**

**PROVENANCE** Peter Fetterman Gallery, Santa Monica



186 **PIETER HUGO** b. 1976

*Mallam Galadima Ahmadu with Jamis, Abuja, Nigeria from Gadawan Kura from The Hyena Men, Series II, 2007*

Color coupler print. 60 x 60 in. (152.4 x 152.4 cm). Signed in ink, printed title, date and number 2/5 on a Certificate of Authenticity label affixed to the reverse of the flush-mount. Accompanied by a second Certificate of Authenticity, signed in ink by the artist.

**Estimate \$15,000-20,000**

187 **NICK BRANDT** b. 1966

*Elephant Mother + 2 Babies, Serengeti, 2002*

Archival pigment print, printed 2003. 20 x 23 5/8 in. (50.8 x 60 cm). Signed, dated and numbered 2/20 in pencil in the margin; signed, titled, dated and numbered 2/20 in pencil on the verso.

**Estimate \$5,000-7,000**





188 **ANDRES SERRANO** b. 1950

*Klansman (Imperial Wizard III)*, 1990

Dye destruction print, Diasec mounted. 59 1/2 x 49 in. (151.1 x 124.5 cm). Signed, titled and annotated 'AP' in pencil on the verso. One from an edition of 4 plus artist's proofs.

**Estimate \$20,000-30,000**

**EXHIBITED** *Pulp Art: Vamps, Villains, and Victors from the Robert Lesser Collection*, Brooklyn Museum of Art, Brooklyn, 16 May - 31 August 2003

**LITERATURE** Charta, *Appearance*, p. 136

In 1990 Andres Serrano premiered two bodies of work that focused on the notion of the social outcast: *Klansman*, which depicted current members of the Ku Klux Klan and *Nomads*, which depicted mostly African-American

homeless people. Juxtaposed against each other, these works became powerful symbols of the cause and effect of racial tension in America. Outside of this context, however, *Klansman* fuelled the controversy that has always surrounded Serrano's work with viewers and critics, alike, questioning his motivation for photographing such a controversial sect within American culture. Beyond his consistent interest in representing marginalized factions of society as well as his fascination with Catholic iconography (the Klan's robe is clearly emblematic of Catholic ritual), the *Klansman* series forces viewers to address the tension between the social implication of the subject and the aesthetic appeal of the photograph itself. It's a tension that is never resolved thus giving the work a timeless relevance; it never becomes dull because its very presence shifts our internal balance constantly forcing each of us to reconsider our own morality.





189 **FLORIAN MAIER-AICHEN** b. 1973

*Untitled, 2007*

Color coupler print, Diasac mounted. 46 1/2 x 59 in. (118.1 x 149.9 cm). Signed, dated and numbered 1/6 in ink on the reverse of the frame.

**Estimate** \$30,000-50,000



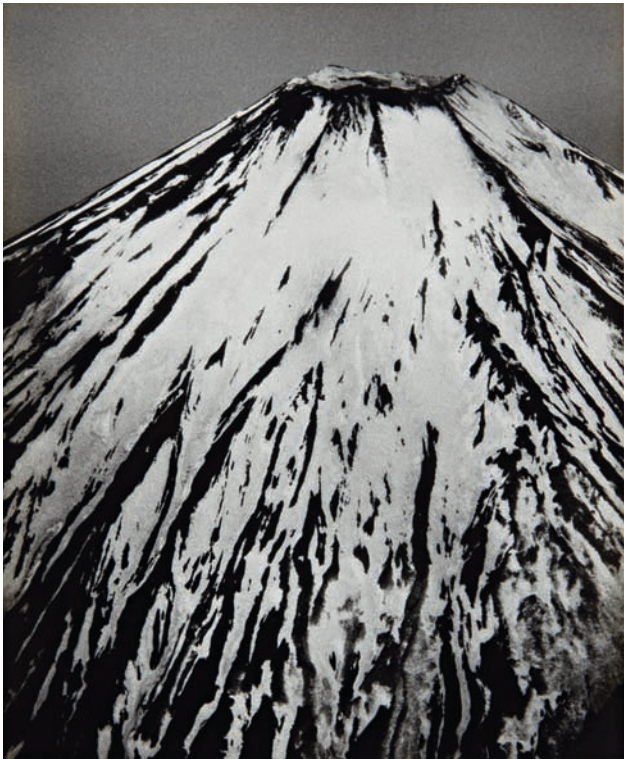
PROPERTY FROM THE JACOBSON/HASHIMOTO COLLECTION

Phillips de Pury & Company is pleased to continue our presentation of Japanese Modernist photographs from the Jacobson/Hashimoto Collection.

Widely recognized as an expert in the field of American and European photography, Tom Jacobson is best known for his efforts championing the work of the long-forgotten French photographer Pierre Dubreuil. With a similar goal to discover the great photographers of the East, Jacobson turned his attention to Japan's rich history of art photography in the pre-war era. With a set of rare journals as his starting point, he and his assistant-turned-partner Kaori Hashimoto embarked on a journey that took them throughout Japan where they researched photographers, often meeting directly with them or their families. Looking at established and unknown photographers alike, and driven by the strength of the images themselves, together they amassed a collection of prints demonstrating the breadth of Japanese modernist photographs. From still-lives and nudes, to landscapes and abstractions, these photographs reflect the talent and vitality of a culture that would be so drastically altered by war in the coming years.

The following 11 lots include works by Yoshiyuki Iwase, Koyo Okada, Shikanosuke Yagaki, Itsumi, Minayoshi Takada and Iwao Yamawaki. Most of the works are believed to be unique and almost all were acquired directly from the artists or their families.

190



PROPERTY FROM THE JACOBSON/HASHIMOTO COLLECTION

- o 190 **KOYO OKADA** 1895-1972  
*Mount Fuji*, circa 1950  
Gelatin silver print, printed circa 1955. 11 x 9 in. (27.9 x 22.9 cm). Blindstamp credit on the recto.

**Estimate \$1,200-1,800**

**PROVENANCE** Acquired directly from the estate of the artist

PROPERTY FROM THE JACOBSON/HASHIMOTO COLLECTION

- o 191 **KOYO OKADA** 1895-1972  
*Mount Fuji*, circa 1950  
Gelatin silver print, printed circa 1955. 17 7/8 x 21 7/8 in. (45.4 x 55.6 cm). Signed in Japanese in ink on the recto; annotated in Japanese in pencil on the verso.

**Estimate \$5,000-7,000**

**PROVENANCE** Acquired directly from the estate of the artist

191







PROPERTY FROM THE JACOBSON/HASHIMOTO COLLECTION

o 192 **SHIKANOSUKE YAGAKI** 1897-1966

*Reed Screen*, 1930s

Gelatin silver print. 8 7/8 x 11 3/4 in. (22.5 x 29.8 cm). Signed and titled in Japanese in pencil on the verso.

**Estimate** \$3,000-5,000

**PROVENANCE** Acquired directly from the estate of the artist

PROPERTY FROM THE JACOBSON/HASHIMOTO COLLECTION

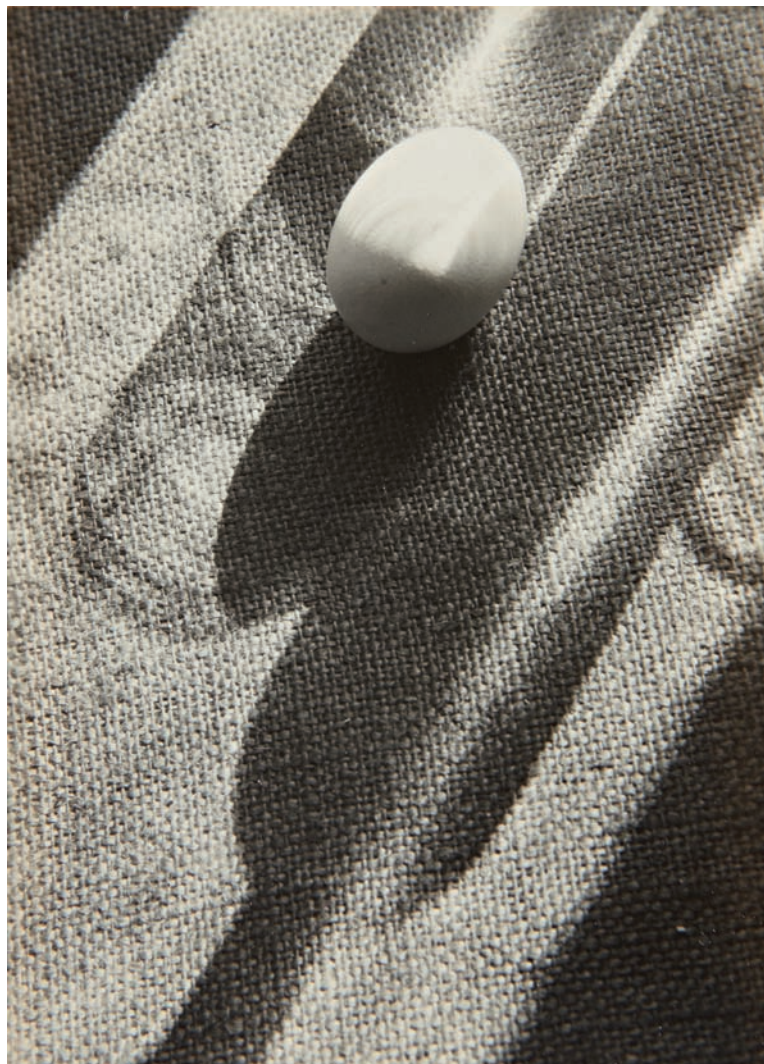
o 193 **IWAO YAMAWAKI** 1898-1987

*Egg and Shadows*, 1930-1932

Gelatin silver print. 4 1/4 x 3 1/4 in. (10.8 x 8.3 cm). Credit stamp on the verso.

**Estimate** \$1,500-2,500

**PROVENANCE** Acquired directly from the artist







PROPERTY FROM THE JACOBSON/HASHIMOTO COLLECTION

o 194 **SHIKANOSUKE YAGAKI** 1897-1966

*Selected Images*, 1930s

Five gelatin silver prints. Varying sizes from 5 1/2 x 8 1/2 in. (14 x 21.6 cm) to 8 1/8 x 11 3/8 in. (20.6 x 28.9 cm) or the reverse. Two signed, titled in Japanese in pencil and three with credit stamps on the verso.

**Estimate \$8,000-12,000**

**PROVENANCE** Acquired directly from the estate of the artist



PROPERTY FROM THE JACOBSON/HASHIMOTO COLLECTION

o 195 **IWAO YAMAWAKI** 1898-1987

*Building with Lamp (at an angle)*, 1930-1932

Gelatin silver print. 4 1/4 x 3 1/4 in. (10.8 x 8.3 cm). Credit stamp on the verso

**Estimate** \$2,000-3,000

**PROVENANCE** Acquired directly from the artist



PROPERTY FROM THE JACOBSON/HASHIMOTO COLLECTION

o 196 **YOSHIYUKI IWASE**

*Abstract Forms*, circa 1940

Gelatin silver print. 11 3/4 x 9 5/8 in. (29.8 x 24.4 cm). Signed in Japanese in pencil on the verso.

**Estimate** \$1,000-1,500

**PROVENANCE** Acquired directly from the estate of the artist







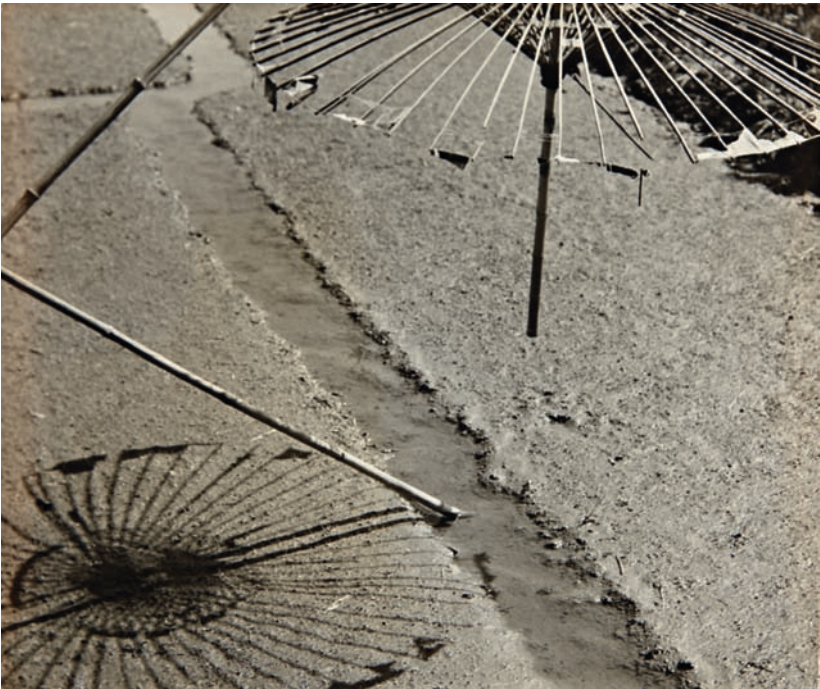
PROPERTY FROM THE JACOBSON/HASHIMOTO COLLECTION

- o 197 **MINAYOSHI TAKADA** 1889-1982
- Canoe*, circa 1950
- Gelatin silver print, printed circa 1955. 21 5/8 x 17 7/8 in. (54.9 x 45.4 cm). Estate stamp on the verso.
- Estimate \$2,000-3,000**
- PROVENANCE** Acquired directly from the estate of the artist



PROPERTY FROM THE JACOBSON/HASHIMOTO COLLECTION

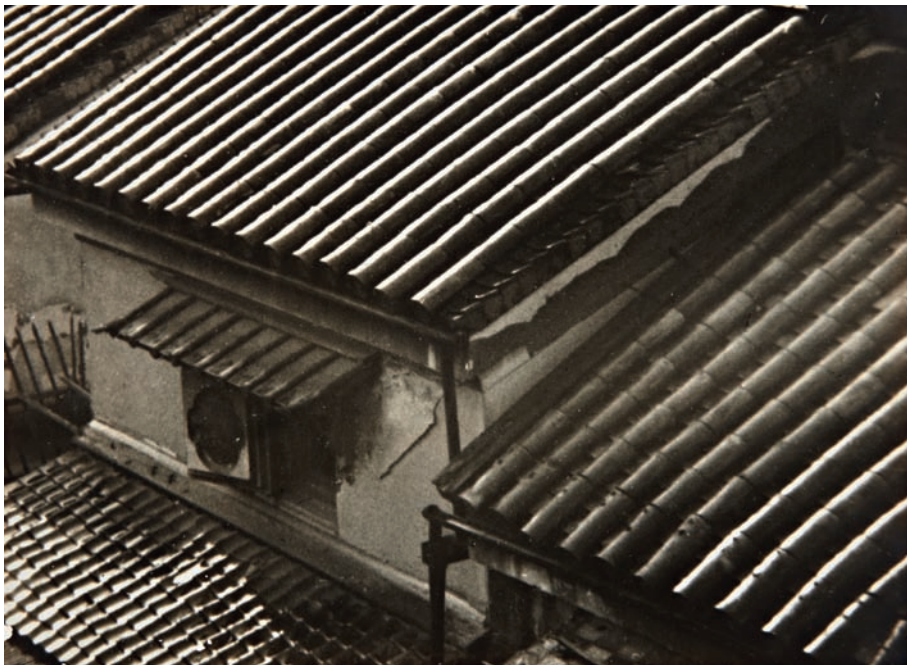
- o 198 **MINAYOSHI TAKADA** 1889-1982
- Abstraction*, circa 1948
- Gelatin silver print, printed circa 1955. 22 x 17 7/8 in. (55.9 x 45.4 cm). Estate stamp on the verso.
- Estimate \$2,000-3,000**
- PROVENANCE** Acquired directly from the estate of the artist



PROPERTY FROM THE JACOBSON/HASHIMOTO COLLECTION

- o 199 **ITSUMI**
- Rice Nursery*, circa 1950
- Gelatin silver print. 9 3/4 x 11 5/8 in. (24.8 x 29.5 cm). Signed and titled in Japanese in pencil on the verso.
- Estimate \$1,200-1,800**
- PROVENANCE** Acquired directly from the Estate of Shikanosuke Yagaki





PROPERTY FROM THE JACOBSON/HASHIMOTO COLLECTION

o 200 **SHIKANOSUKE YAGAKI** 1897-1966

*Selected Images, 1930s*

Four gelatin silver prints. Varying sizes from 7 1/2 x 9 1/4 in. (19.1 x 23.5 cm) to 9 x 11 in. (22.9 x 27.9 cm) or the reverse. Three variously signed, titled and annotated in pencil on the verso or reverse of the mount; two with credit stamps on the verso; one with Nikon Shashin Salon label affixed to the reverse of the mount.

**Estimate \$6,000-8,000**

**PROVENANCE** Acquired directly from the estate of the artist



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GUIDE FOR PROSPECTIVE BUYERS

BUYING AT AUCTION

The following pages are designed to offer you information on how to buy at auction at Phillips de Pury & Company. Our staff will be happy to assist you.

CONDITIONS OF SALE

The Conditions of Sale and Authorship Warranty which appear later in this catalogue govern the auction. Bidders are strongly encouraged to read them as they outline the legal relationship among Phillips, the seller and the buyer and describe the terms upon which property is bought at auction. Please be advised that Phillips de Pury & Company generally acts as agent for the seller.

BUYER'S PREMIUM

Phillips de Pury & Company charges the successful bidder a commission, or buyer's premium, on the hammer price of each lot sold. The buyer's premium is payable by the buyer as part of the total purchase price at the following rates: 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.

1 PRIOR TO AUCTION

Catalogue Subscriptions

If you would like to purchase a catalogue for this auction or any other Phillips de Pury & Company sale, please contact us at +1 212 940 1240 or +44 20 7318 4010.

Pre-Sale Estimates

Pre-Sale estimates are intended as a guide for prospective buyers. Any bid within the high and low estimate range should, in our opinion, offer a chance of success. However, many lots achieve prices below or above the pre-sale estimates. Where "Estimate on Request" appears, please contact the specialist department for further information. It is advisable to contact us closer to the time of the auction as estimates can be subject to revision. Pre-sale estimates do not include the buyer's premium or any applicable taxes.

Pre-Sale Estimates in Pounds Sterling and Euros

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

Catalogue Entries

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

Condition of Lots

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

Pre-Auction Viewing

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

Electrical and Mechanical Lots

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

Symbol Key

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

O Guaranteed Property

The seller of lots with this symbol has been guaranteed a minimum price. The guarantee may be provided by Phillips de Pury & Company, by a third party or jointly by us and a third party. Phillips de Pury & Company and third parties providing or participating in a guarantee may benefit financially if a guaranteed lot is sold successfully and may incur a loss if the

sale is not successful. A third party guarantor may also bid for the guaranteed lot and may be allowed to net the financial remuneration received in connection with the guarantee against the final purchase price if such party is the successful bidder.

In this catalogue, if property has O next to the lot number, the guarantee of minimum price has been fully financed by third parties.

Δ Property in Which Phillips de Pury & Company Has an Ownership Interest

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

● No Reserve

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

2 BIDDING IN THE SALE

Bidding at Auction

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

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.

### 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.



**PHILLIPS**  
de PURY & COMPANY



# CONTEMPORARY ART

**EVENING SALE** 12 OCTOBER 2011 7PM  
**DAY SALE** 13 OCTOBER 2011 2PM

**Phillips de Pury & Company**  
Howick Place London SW1P 1BB  
**PHILLIPSDEPURY.COM**

**DAMIEN HIRST** *Observation (The Crown of Justice)*, 2006  
Estimate £700,000 – 1,000,000



## 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.

(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 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.



**PHILLIPS**  
de PURY & COMPANY

# RUNAWAY NURSE

## CONTEMPORARY ART

**PART I** 7 NOVEMBER 2011 7PM  
**PART II** 8 NOVEMBER 2011 10AM & 2PM

**Phillips de Pury & Company** 450 Park Avenue New York 10022  
**Enquiries** +1 212 940 1260 **Catalogues** +1 212 940 1240  
**PHILLIPSDEPURY.COM**

**RICHARD PRINCE** *Runaway Nurse*, 2006 Estimate \$5,000,000 – 7,000,000



(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.





**PHILLIPS**  
de PURY & COMPANY

# PHOTOGRAPHS

**AUCTION 3 NOVEMBER 2011 LONDON**

**Phillips de Pury & Company**

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**ANDREAS GEFELLER** *Poles 07, 2010* Estimate £6,000 – 8,000



(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 created prior to 1870, unless the property is determined to be counterfeit (defined as a forgery made less than 50 years ago with an intent to deceive) and has a value at the date of the claim under this warranty which is materially less than the Purchase Price paid; (iii) property where the description in the catalogue states that there is a conflict of opinion on the authorship of the property; (iv) property where our attribution of authorship was on the date of sale consistent with the generally accepted opinions of specialists, scholars or other experts; or (v) 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.

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

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

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



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## SALE INFORMATION

### AUCTION

450 PARK AVENUE NEW YORK 10022

4 October 2011, 11am & 3pm

### VIEWING

450 PARK AVENUE NEW YORK 10022

Monday 26 September – Saturday 1 October 10am – 6pm

Sunday 2 October 12pm-6pm

Monday 3 October 10am-6pm

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In sending in written bids or making enquiries please refer to this sale as NY040211 or Photographs.

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