

# PHILLIPS



PHOTOGRAPHS FROM THE COLLECTION OF THE  
**ART INSTITUTE OF CHICAGO**

NEW YORK 1 OCTOBER 2014





1417

1415







**CHRIST DIED  
FOR OUR SINS**

**CHRIST  
CAME TO  
SAVE  
SINNERS**

LAND OF LINCOLN

**1348 978**

19 ILLINOIS 56



# PHILLIPS

## PHOTOGRAPHS FROM THE COLLECTION OF THE ART INSTITUTE OF CHICAGO

### SALE INFORMATION

NEW YORK 1 OCTOBER 2014 10AM

### AUCTION & VIEWING LOCATION

450 Park Avenue New York 10022

### AUCTIONS

1 October at 10am & 2pm

### VIEWING

20 - 30 September

Monday - Saturday 10am - 6pm

Sunday 12pm - 6pm

### SALE DESIGNATION

When sending in written bids or making enquiries please refer to this sale as NY040214 or The Art Institute.

### ABSENTEE AND TELEPHONE BIDS

tel +1 212 940 1228 fax +1 212 924 1749

bidsnewyork@phillips.com

### PHOTOGRAPHS DEPARTMENT

tel +1 212 940 1245

### SENIOR DIRECTOR AND WORLDWIDE HEAD

Vanessa Hallett

vhallett@phillips.com

### HEAD OF SALE

Caroline Deck

cdeck@phillips.com

### SPECIALISTS

Carol Ehlers

cehlers@phillips.com

Shlomi Rabi

srabi@phillips.com

Sarah Krueger

skrueger@phillips.com

### ADMINISTRATOR

Kelly Van Ingen

kvaningen@phillips.com

**Front cover** Walker Evans, *Sidewalk and Shopfront, New Orleans*, 1935, lot 19

**Back cover** Henri Cartier-Bresson, *Córdoba, Spain*, 1933, lot 36

**Opposite** Robert Frank, *Chicago*, 1956, lot 94 (detail)





Art Institute of Chicago Facade, February 1986, The Art Institute of Chicago, View Information: Michigan Avenue Entrance  
Photography © The Art Institute of Chicago



# FOREWORD

Photographs have been shown at the Art Institute of Chicago since 1900, when Alfred Stieglitz was a juror for the museum's inaugural *Photographic Salon*, only the second museum show of its kind in the country. Curated photography exhibitions began in 1941, and the list of great photographers in the 40s and 50s who debuted or showed early at the Art Institute is long: Berenice Abbott, Margaret Bourke-White, Brassai, Harry Callahan, Henri Cartier-Bresson, Walker Evans, André Kertész, Lisette Model, and Weegee, among others. Nearly four dozen shows were held before the museum even designated a photography curator in 1959. The collection, formally begun one decade prior with the gift, through Georgia O'Keeffe, of some 250 photographs by Stieglitz and his circle, grew from that tremendous start to a few thousand prints by 1974, when a Department of Photography was formally created. The collection now numbers close to 25,000 objects.

My appointment to lead this department, at the start of 2009, coincided with the opening of the Modern Wing, the Art Institute's new home for modern and contemporary art. With this building came a further space for photography, separate from the departmental galleries that had opened in 1982 in the museum's oldest section, the Allerton Building. Questions about programming for these very different display spaces opened onto a larger discussion regarding photography's place, or places, in an encyclopedic art institution. What should photography be, amid the diversity of objects collected and exhibited here? To determine an answer required a full-scale review of the collection.

The collection review lasted three and a half years and involved most of the department staff, as well as numerous outside specialists who helped evaluate specific holdings. The majority of what we own was examined print by print, with physical and bibliographic information updated and priorities established for conservation treatments or improved housing in storage. Our collection was graphed and quantified, to clarify its strengths and weaknesses. This review helped guide a series of permanent collection rotations that have been held in the Allerton Building since the fall of 2012. Another outcome of the review has been a three-year grant from the National Endowment for the Humanities, awarded last year, that will yield an updated database and more online presentations of the collection, benefiting a vast virtual audience.

Openness to the most diverse subjects and approaches has shaped the exhibition program in the last five years. Lewis Baltz, Uta Barth, Liz Deschenes and Florian Pumhösl, Josef Koudelka, and Allen Ruppersberg are among those who have exhibited in the Modern Wing, while the Allerton galleries have hosted shows probing photography's institutional history as art: *When Collecting Was New*, *Photography on Display* and *The Three Graces*, its title and contents taken entirely from an existing collection of amateur snapshots. Abelardo Morell and Christopher Williams have successfully occupied all of our galleries, the latter in a retrospective that laid bare the architectural and administrative character of the Art Institute's disparate spaces. The sheer variety of "the photographic" has been underscored in surveys of Conceptual Art, Victorian photocollage, and avant-garde design of the 1920s and 30s in central Europe. Nearly every show, meanwhile, has given attention to photography in print: from the book-objects of surrealist Jindřich Heisler, or the maps, stereo cards, and albums fundamental to Timothy O'Sullivan's career, to the conception of a Shomei Tomatsu survey as a book on the wall.

Most of these exhibitions have drawn on or enriched the Art Institute's collections in photography and several other departments. The offerings in Phillips's auction catalogue are likewise a record of decades' worth of linked activity in collecting from or for exhibitions. Some lots point to our great enthusiasm for photojournalism in the 1950s, while others reflect deep curatorial relations with photographers of the stature of Evans, Robert Frank, Kertész, Irving Penn and Aaron Siskind. This auction thus amounts to a survey exhibition in its own right—choices from 75 years of photography at the Art Institute. We are delighted to be able to share these chosen objects with the world, and to use the proceeds to deepen and expand our photography collection in Chicago.

Matthew S. Witkovsky  
Richard and Ellen Sandor Chair and Curator of Photography  
The Art Institute of Chicago  
July 2014





Paul Warchol, Modern Wing of The Art Institute of Chicago, 2009, The Art Institute of Chicago, © Paul Warchol



# WHEN THE PAST INFORMS THE FUTURE

Phillips is honored to present *Photographs from the Collection of The Art Institute of Chicago*, the first-ever sale of works from the Art Institute's influential Photography Department. In this momentous auction, rare and important photographs drawn from the wealth and multiplicity of the department's historical holdings are being offered exclusively to help fund its current and future acquisitions. This thrilling occasion offers not only the opportunity to obtain photographs that were collected over the last seventy-five years by one of the most prestigious museums in the country; it also gives a chance to support the promising future of photography at the Art Institute, and the department stewarded by Matthew S. Witkovsky.

Rarely can one obtain works of art with such impeccable museum provenance, in most cases dating back to the middle of the last century. Included in this groundbreaking sale are many photographs acquired by Art Institute curators directly from the photographers, and thus never before held in private hands; in key instances these photographs were shown as well at the moment of their acquisition. Edward Weston's breathtaking *Dunes, Oceano* (lot 67) was purchased in 1951 and shown in the Art Institute's 1952 exhibition *Photographs by Edward Weston*; Ansel Adams' *Monolith, The Face of Half Dome* (lot 64), was purchased in 1952 following his solo exhibition at the museum earlier the same year; Brassai had his delightful *Exotic Garden in Monaco* (lot 35) printed specifically for an exhibition and subsequent sale to the museum in 1954-1955; and Margaret Bourke White's *Migrating Birds* (lot 100) entered the Art Institute's collection one year after her show there in 1956. After showing with the Art Institute as early as 1949, Walker Evans entered into correspondence with the museum's first curator of photography, Hugh Edwards; among the many prints that Evans sold to Chicago in 1962 as a result of that relationship are his iconic pictures *Sidewalk and Shopfront*, (cover & lot 19) and *Gothic Gate Cottage* (lot 49).

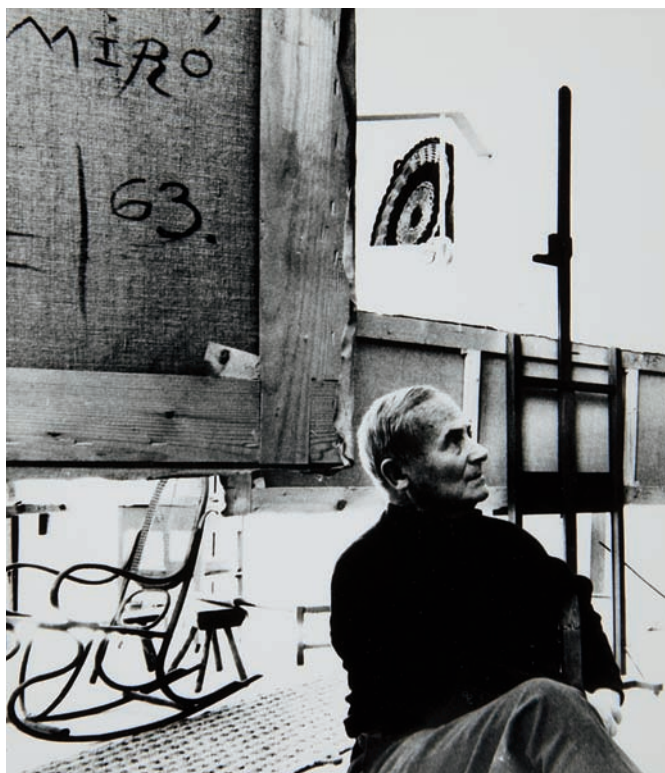
We are thrilled to offer not only early purchases but also donations from important collectors, dealers and other private supporters whose enthusiasm built—and, through this sale, will continue to build—the holdings of the Art Institute: Julien Levy, whose legendary choices are a pillar of the Art Institute photography collections, showed Henri Cartier-Bresson's *Córdoba, Spain* (lot 36) at his New York gallery in the 1930s; Chicago collector Arnold Crane, after giving in 1970 two Walker Evans subway portraits (lots 22 & 23), sold his important 20th century photography collection to the J. Paul Getty Museum; and David C. Ruttenberg, a voracious, passionate collector, gifted not only a large collection of Walker Evans to the Art Institute (lots 20, 26, 46, 47, 50) but also Frederick Sommer's rare printing of *Paracelsus* (lot 105). A precious group of works, meanwhile—duplicates with the Art Institute's holdings, like many of the most important works in this auction—are being offered for sale to benefit Photography acquisition funds by Robert A. Taub, as a supplement to the donation of the core of his wonderful collection to the museum in 2012. These treasures include a 1920s enlargement of Lewis Hine's classic *Sadie, a Cotton Mill Spinner* (lot 12), which Taub obtained in 1973 from another prestigious institution.

We would like to extend our deepest gratitude to Matthew S. Witkovsky, Elizabeth Siegel, Michal Raz-Russo, Natasha Derrickson and the entire Photography Department at The Art Institute of Chicago, for their diligent collaboration in allowing access to the Art Institute collection and records, and sharing curatorial knowledge as we prepared for this auction. We look forward to sharing their research, as well as our own, with collectors as these exciting photographs find their way to new homes.

The Photographs Department  
PHILLIPS



1



1

**BILL BRANDT** 1904-1983*Joan Miró, 1963-1964*

Gelatin silver print.

8 $\frac{5}{8}$  x 7 $\frac{3}{8}$  in. (21.9 x 18.7 cm)

Credit stamp on the verso.

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

Gift of Lawrence D. and Sybil Hite, 2006

2

**ARNOLD NEWMAN** 1918-2006*Max Ernst, 1942*

Gelatin silver print, printed later.

9 $\frac{3}{8}$  x 7 $\frac{1}{2}$  in. (23.8 x 19.1 cm)

Signed, titled, dated, numbered 15/25, copyright notation in pencil and copyright credit reproduction limitation stamp on the verso.

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

Gift of David C. and Sarajeane Ruttenberg, 1991

**LITERATURE**The Art Institute of Chicago, *The Intuitive Eye: Photographs from the David C. & Sarajeane Ruttenberg Collection*, pl. 23Howard Greenberg Gallery, *Signatures and Sitters: Autographed Portraits by Arnold Newman*, p. 8

2



3

**ARNOLD NEWMAN** 1918-2006*Marc Chagall, 1942*

Gelatin silver print, printed no later than 1956.

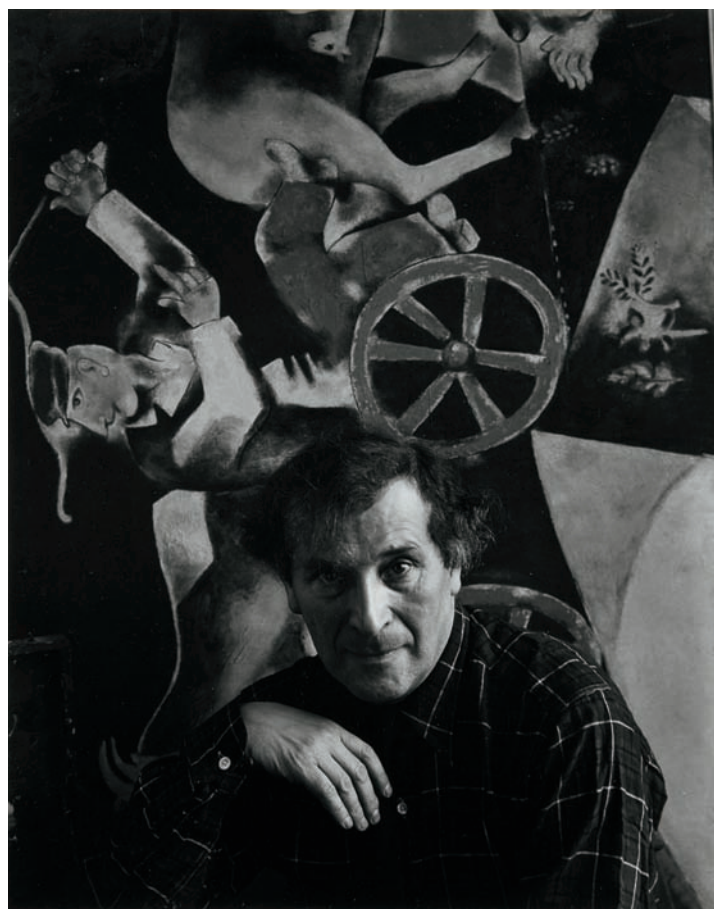
9 $\frac{1}{4}$  x 7 $\frac{1}{4}$  in. (23.5 x 18.4 cm)

Signed, titled, dated and copyright notation in pencil on the mount; copyright credit reproduction limitation stamp and 'The Art Institute of Chicago' collection label affixed to the reverse of the mount.

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

Gift of Mr. Harold Kaye, 1956

3







4

**GERTRUDE KÄSEBIER** 1852-1934

*Auguste Rodin, 1905*

Gum bichromate print on Japanese tissue.

13¼ x 10¼ in. (33.7 x 26 cm)

Signed in pencil on the mount; 'The Art Institute of Chicago' collection label affixed to the reverse of the mat.

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

**PROVENANCE**

Gift of Mina Turner, 1973

**LITERATURE**

Michaels, *Gertrude Käsebier: The Photographer and Her Photographs*, pl. 73

The Käsebier photographs offered in lots 4, 5, 6 and 9 were gifted to the Art Institute by the artist's granddaughter, Mina Turner, in 1973.

Other prints of this image are in the collections of the Art Institute of Chicago, the Museum of Modern Art, New York and the J. Paul Getty Museum, Los Angeles.



5



5

**GERTRUDE KÄSEBIER** 1852-1934*Rodin's Garden, circa 1893*

Gelatin silver print, printed later.

8 $\frac{7}{8}$  x 6 in. (22.5 x 15.2 cm)

Credited 'photograph by Gertrude Käsebier' in an unidentified hand in pencil on the verso; 'The Art Institute of Chicago' collection label affixed to the reverse of the mat.

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

Gift of Mina Turner, 1973

6

**GERTRUDE KÄSEBIER** 1852-1934*Two ladies in formal wedding dress, circa 1906*

Gum bichromate print.

8 $\frac{5}{8}$  x 10 $\frac{7}{8}$  in. (21.9 x 27.6 cm)

'The Art Institute of Chicago' collection label affixed to the reverse of the mat.

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

Gift of Mina Turner, 1973

6







7

**JULIA MARGARET CAMERON** 1815-1879

*My Favourite Picture of all my works, My niece Julia (Jackson), 1867*

Albumen print.

10¾ x 8¾ in. (27.3 x 21.3 cm)

Signed, dated, annotated 'From Life' and 'Registered Photograph' in ink on the mount; 'The Art Institute of Chicago' collection label affixed to the reverse of the mat.

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

Julia Margaret Cameron has long been recognized as one of the greatest portrait photographers. Early critical discussion of her work centered on portraits of men who comprised her Victorian circle of intellectual friends, including the evolution theorist Charles Darwin, the social critic Thomas Carlyle and the poet Alfred Tennyson. The Art Institute of Chicago offered a new perspective with the 1998-1999 travelling exhibition *Julia Margaret Cameron's Women*. In the introductory essay for the exhibition catalogue, Sylvia Wolf points out that, "It is in her portraits of women that she gave herself the most room for artistic experimentation and that she displays the greatest range." And that Cameron's pioneering portraits—precursors to a great line of portraiture by women photographers in the 20th century—"reflect the questioning of identity that is a defining characteristic of the modern era."

**PROVENANCE**

Leonard Woolf (husband of Virginia Woolf), by inheritance, 1941

Margery Hamill and Frances Barker, Chicago, 1950s

Purchased by the Art Institute of Chicago, 1970

**LITERATURE**

The Art Institute of Chicago, *The Intuitive Eye: Photographs from the David C. & Sarajean Ruttenberg Collection*, pl. 33 there titled *Saint Julia*

Cox and Ford, *Julia Margaret Cameron: The Complete Photographs*, pl. 302  
Wolf, *Julia Margaret Cameron's Women*, pl. 56

By using gentle lighting, soft focus and long exposures, Cameron created images that breathe with life. Cameron's favorite model and her most photographed subject was her niece Julia Jackson: a Pre-Raphaelite beauty and mother of the writer Virginia Woolf and artist Vanessa Bell. Cameron took *My Favorite Picture*, 1867 (lot 7) the year of her niece's marriage to the barrister Herbert Duckworth. Head slightly bowed and dressed in a costume by Cameron that evokes England's legendary past, Cameron presents the young Julia as a Madonna-like saint. In 1874, a year before moving to Ceylon where Cameron would live out her final years, she took one of her last photographs of Julia: *She walks in beauty* (lot 11). No longer an embodiment of ideal, virginal youth, Cameron's muse is now a stylishly dressed woman, transfixed by her brilliant aunt's lens.





8

**JULIA MARGARET CAMERON** 1815-1879

*Selected Images, 1864-1874*

Five albumen prints, mounted.

Varying sizes from 9½ x 7⅞ in. (24.1 x 18.1 cm) to 13¾ x 10¼ in. (34.9 x 26 cm)

One signed, annotated 'From Life', 'Registered Photograph' in ink; one annotated 'From Life', 'Registered Photograph', 'Copyright Julia Margaret Cameron' in an unidentified hand in ink; and one stamped 'From Life', 'Copyright Julia Margaret Cameron', all on the mount; one with 'The Art Institute of Chicago' collection label affixed to the reverse of the mat.

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

**PROVENANCE**

Leonard Woolf (husband of Virginia Woolf), by inheritance, 1941; Margery Hamill and Frances Barker, Chicago, 1950s; Purchased by the Art Institute of Chicago, 1970 (1 print)

Mary and Leigh Block Collection, 1998 (4 prints)

**LITERATURE**

Cox and Ford, *Julia Margaret Cameron: The Complete Photographs*, pls. 289, 307, 330, 732 and 1174

Titles include: *Julia Jackson, April, 1867*; *Mrs. Herbert Duckworth, September, 1874*; *King Arthur, William Warder, 1874*; *Julia Jackson, 1864*; *Sir Edward Ryan, 1872-1874 there titled Lord Overstone ? [sic]*







ACTUAL SIZE

9

**GERTRUDE KÄSEBIER** 1852-1934

*Florence (Standing woman, long dress)*, circa 1889

Gum bichromate print.

7 x 4 $\frac{3}{8}$  in. (17.8 x 11.1 cm)

Titled 'Florence' in pencil and annotated '1924' in an unidentified hand in red wax pencil on the reverse of the mount; 'The Art Institute of Chicago' collection label affixed to the reverse of the mat.

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

**PROVENANCE**

Gift of Mina Turner, 1973





10

**ALFRED STIEGLITZ** 1864-1946

*Selected Lantern Slides, 1890-1920*

Eight lantern slides.

Each approximately 2½ x 3¼ in. (6.4 x 8.3 cm)  
or the reverse.

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

**PROVENANCE**

Gift of Flora Stieglitz Straus, 1986

In 1849, ten years after the invention of the daguerreotype, lantern slides were introduced as a new photographic medium. As a transparent slide that could be projected onto any surface, the photograph took a step toward the cinematic: it was now made to be seen by groups or large audiences, sitting in darkened rooms. This development changed the previous intimacy of the photograph and expanded its practicality for entertainment and educational purposes. Amateur photographers and camera clubs helped create a strong market for lantern slides as a lecturing tool. The Camera Club of New York, where Alfred Stieglitz was an early member as well as editor of the Club's journal, *Camera Notes*, employed and chronicled the uses of lantern slides.

While mass entertainment uses for lantern slides diminished after the development of moving pictures in 1895, lantern slides continued to be used as an educational tool and in familial settings, as evident in the present lot. The eight lantern slides shown here were created by Stieglitz between 1890 and 1920 and feature an array of family members, friends and acquaintances. Stieglitz probably projected these lantern slides at home, foreshadowing what would become a common living room pastime by the middle of the 20th century.





11

**JULIA MARGARET CAMERON** 1815-1879

*Selected Images, 1874-1879*

Four albumen prints, mounted.

Varying sizes from 10½ x 8½ in. (26.7 x 21.9 cm) to 13½ x 10¾ in. (34.3 x 27.3 cm)

One signed, titled, annotated 'From Life' and 'Registered Photograph' in ink on the on the mount; one annotated 'From Life' and 'Registered Photograph Julia Margaret Cameron' in an unidentified hand in ink on the mount.

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

**PROVENANCE**

Leonard Woolf (husband of Virginia Woolf), by inheritance, 1941; Margery Hamill and Frances Barker, Chicago, 1950s; Purchased by the Art Institute of Chicago, 1970 (1 print)  
Mary and Leigh Block Collection, 1998 (3 prints)

**LITERATURE**

Cox and Ford, *Julia Margaret Cameron: The Complete Photographs*, pls. 333, 1212, 1145 and 1128 for a variant  
Wolf, *Julia Margaret Cameron's Women*, cover, pl. 63

Titles include: *Two Women, Ceylon*, 1875-1879; *She Walks in Beauty, Julia Duckworth, September*, 1874; *Have we not heard the Bridegroom is so Sweet, Mary Hillier, four unknown women, August*, 1874; *Isabel Bateman in the character of Queen Henrietta Maria, May*, 1874



## 12

PROPERTY FROM THE COLLECTION OF ROBERT A. TAUB,  
SOLD TO BENEFIT THE ACQUISITION FUNDS

**LEWIS WICKES HINE** 1874-1940

*Sadie, a Cotton Mill Spinner, Lancaster, South Carolina*, 1908

Gelatin silver print, printed 1920s.

10⅝ x 13½ in. (27 x 34.3 cm)

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

**PROVENANCE**

George Eastman House, 1973

**LITERATURE**

Freedman, *Kids at Work: Lewis Hine and the Crusade Against Child Labor*, rear dust jacket and p. 34

Goldberg, *Lewis Hine: Children at Work*, p. 58

Goldberg, *The Power of Photography: How Photography Changed Our Lives*, p. 175

Goldberg and Silberman, *American Photography: A Century of Images*, p. 42

Hine, *Lewis Hine: Passionate Journey, Photographs 1905-1937*, pl. 123

Haskell, *The American Century: Art & Culture, 1900-1950*, fig. 158

Lewis Wickes Hine's interest in photographing working people began in 1901, when he became a teacher at the Ethical Culture School in New York under the leadership of Frank A. Manny, a vocal advocate for advanced teaching principles. Initially Hine found his subjects within the school walls. However, encouraged by Manny's reiteration that photography was an educational tool, Hine soon began shooting immigrants at Ellis Island as a way of challenging his students' discrimination against their foreign peers.

Following his tenure at the school and completion of a Master's degree in sociology, Hine decided to fuse his skills together by pursuing socially oriented photography full-time. During that period, through his close friendships with the editors of the newly founded social weekly magazine, *Charities and the Commons*, (later renamed *The Survey*), Hine began travelling across the country to document working conditions for the National Child Labor Committee (NCLC). In a monumental undertaking that he likened to detective work, Hine produced over one thousand photographs of dire labor conditions whose existence had been denied or ignored.

To gain access to the tobacco manufacturers, mines and cotton mills—as seen in the present lot—that were employing even very young children, Hine often posed as an industrial photographer, there to document the machinery. Once he had photographed the equipment, he would bring a child into the frame to give the scene a sense of scale, all while secretly recording their age and details of the environment: in this case, stifling

heat, constant exposure to dangerous equipment, and shifts that could run more than twelve hours long.

Hine's iconic picture of Sadie Pfeifer, whom the photographer identified not by age but, movingly, by her mere 48-inch height, became a centerpiece of the NCLC reform efforts; the image was printed repeatedly in the 1910s and 1920s, and it appears on the NCLC website even today. Spurred by such images, which it helped to disseminate widely in the press, the NCLC successfully lobbied for a series of laws in the 1910s restricting most forms of child labor.

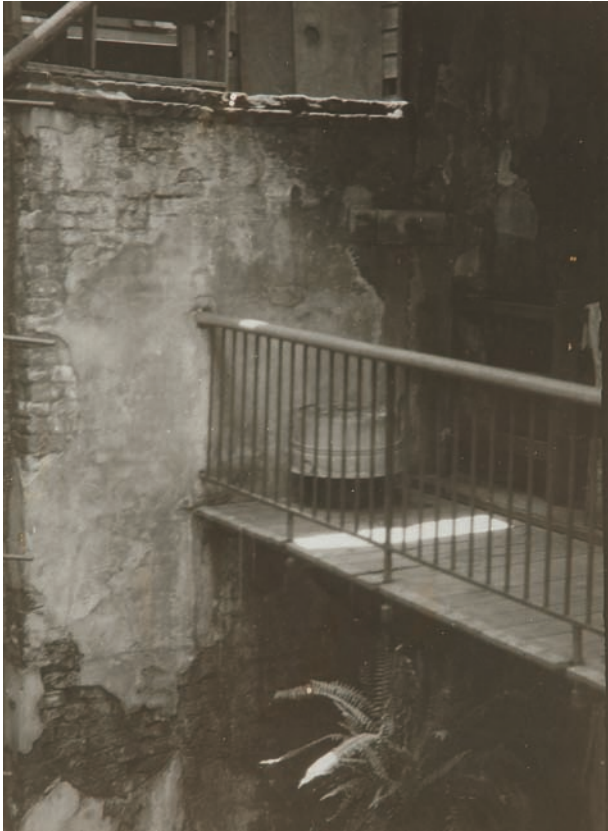
Other prints of this image are in the collections of the Art Institute of Chicago (2 prints), the George Eastman House, Rochester, the Museum of Modern Art, New York and the J. Paul Getty Museum, Los Angeles.

In 2011, the Art Institute of Chicago received a gift of 200 photographs from Michigan collector Robert A. Taub. Taub began collecting in the 1960s and the donation—representing the core of his collection—holds classic works by August Sander, Walker Evans and Ansel Adams, as well as key pieces from artists of the 1970s and 1980s including Lee Friedlander, Stephen Shore and Cindy Sherman. Mr. Taub generously allowed the Art Institute to sell, rather than accession, those prints that duplicated the museum's holdings, and to use the proceeds to establish an endowed acquisitions fund in memory of his daughter, Amanda Taub Veazie.









13

**ARNOLD GENTHE** 1869-1942

*Selected Images, 1920s*

Four gelatin silver prints.

Varying sizes from 6 x 9 in. (15.2 x 22.9 cm) to  
9¼ x 12½ in. (23.5 x 31.8 cm) or the reverse.

Each with 'The Art Institute of Chicago' collection label affixed to the  
reverse of the mount.

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

**PROVENANCE**

Gift of Hugh Edwards, 1960

**LITERATURE**

Genthe, *Impressions of Old New Orleans*, pls. 49, 57, 67 and 72

Titles include: *A Ray of Sunlight*, 1920s; *The End of the Argument*, 1920-  
1926; *A Spanish Tiled Roof*, 1920s; *A Spiral Stairway*, 1920-1926





14

**BERENICE ABBOTT** 1898-1991

*New York at Night*, 1932

Gelatin silver print from *Berenice Abbott's New York*, printed 1979.

22 $\frac{7}{8}$  x 17 $\frac{3}{4}$  in. (58.1 x 45.1 cm)

Signed in pencil on the mount; 'Berenice Abbott's New York' portfolio credit and reproduction limitation stamps on the reverse of the mount.

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

**PROVENANCE**

Gift of Reva and David Logan, 1983

**LITERATURE**

Commerce Graphics, Ltd., *Berenice Abbott*, frontispiece  
Haworth-Booth, *The Folio Society Book of the 100 Greatest Photographs*, p. 125

O'Neal, *Berenice Abbott: American Photographer*, p. 2

Photo Poche, *Berenice Abbott*, pl. 20

The New York Public Library, *Berenice Abbott: A Modern Vision*, pl. 9 there titled *New York at Night. Empire State Building, 350 Fifth Avenue, West Side, 34th and 35th Streets (General View North), Manhattan*  
Steidl, *Berenice Abbott: Volume II*, cover, frontispiece and p. 35





15

**MARION POST WOLCOTT** 1910-1990

*Selected Images, 1938-1939*

Three selenium toned gelatin silver prints, printed later.

Each approximately 8½ x 11¾ in. (21.6 x 28.9 cm)

Each signed, titled and dated in pencil on the verso.

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

**PROVENANCE**

Gift of Michael D. Wolcott, 1988

Titles include: *Center of town after blizzard, Woodstock, Vermont, 1939; Unemployed miner's daughter carrying Kerosene can for lamps, Scott's run, West Virginia, 1938; Couple from a nearby motor home park relaxing on the beach, Sarasota, Fla., 1939*



16

**HELEN LEVITT** 1913-2009

*New York, circa 1942*

Gelatin silver print, printed later.

6½ x 10 in. (16.8 x 25.4 cm)

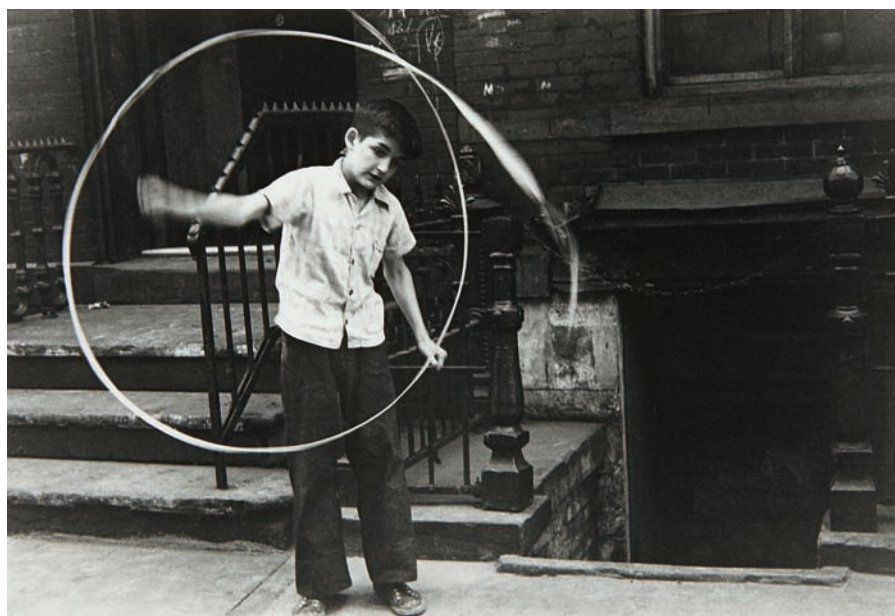
Signed, titled 'N.Y.' and dated in pencil on the verso.

Estimate \$4,000-6,000

**PROVENANCE**

Gift of Richard and Elizabeth Devereaux, 2001

16



17

**BERENICE ABBOTT** 1898-1991

*Heyman's Butcher Shop, New York, 1937*

Gelatin silver print, printed later.

10¾ x 13½ in. (27.3 x 34.3 cm)

Signed in pencil on the mount; 'Maine' credit stamp on the reverse of the mount.

Estimate \$2,500-3,500

**PROVENANCE**

Gift of Ronald A. Kurtz, 1987

**LITERATURE**

O'Neal, *Berenice Abbott: American Photographer*, p. 110

17



18

**BERENICE ABBOTT** 1898-1991

*Hoboken Ferry Terminal, Barclay Street, New York, 1935*

Gelatin silver print, printed later.

10¾ x 13½ in. (27 x 34.3 cm)

Signed in pencil on the mount; 'Maine' credit stamp on the reverse of the mount.

Estimate \$2,500-3,500

**PROVENANCE**

Gift of Ronald A. Kurtz, 1987

**LITERATURE**

Commerce Graphics Ltd., *Berenice Abbott*, n.p.

O'Neal, *Berenice Abbott: American Photographer*, p. 148

Photo Poche, *Berenice Abbott*, pl. 38 there dated 1932

18





**WALKER EVANS** 1903-1975*Sidewalk and Shopfront, New Orleans, 1935*

Gelatin silver print, printed no later than 1962.

7⅞ x 6¾ in. (20 x 17.1 cm)

‘The Art Institute of Chicago’ collection label affixed to the reverse of the mount.

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

Purchased from the photographer, 1962

**LITERATURE**Harper and Row, *Walker Evans: First and Last*, p. 122Keller, *Walker Evans: The Getty Museum Collection*, pl. 459Metropolitan Museum of Art, *Walker Evans*, cover and pl. 44Mora and Hill, *Walker Evans: The Hungry Eye*, pl. 76The Museum of Modern Art, *Walker Evans: American Photographs*, pl. 5

Walker Evans, one of the most influential photographers of the 20th century, began taking photographs in the late 1920s. After being introduced to Eugene Atget’s heartfelt documentation of Paris, Evans work moved from being consciously artful to apparently straightforward—what Evans later called a “documentary style.” With the encouragement of his close friend and writer Lincoln Kirstein, Evans began in the early 1930s to record the indigenous architecture of New England, as seen in *Gothic Gate Cottage Near Poughkeepsie* (lot 49). His new direction within photography was well received and in 1932 he had an exhibition at the Julien Levy Gallery, followed by a showing of his photographs of Gothic architecture at the Museum of Modern Art, New York. As a staff photographer for the Farm Security Administration between 1935 and 1937, Evans’s style of straight photography came to full fruition and in 1938, MoMA mounted a major exhibition of Evans’s work accompanied by one of the most influential photo books of all time: *American Photographs*.

First illustrated in that classic book, *Sidewalk and Shopfront, New Orleans, 1935* (lot 19) has become a celebrated example of the uncanny hold conveyed by Evans’ seemingly simple images. Kirstein aptly described this deceptive simplicity in his introduction: “The power of Evans’s work lies in the effect of circumstances of familiar specimens so that the single face, the single house, the single street, strikes with the strength of overwhelming numbers, the terrible cumulative force of thousands of faces, houses and streets.” In *Sidewalk and Shopfront* the photographer frames a building and the woman standing in front of it. In complete contrast to classical art proportions, the building and the woman both appear as works of American “folk” art in their homemade individualism.

*Photographs by Walker Evans: Recent photographs of Chicago* (14 November 1947 – 4 January 1948) was the first of five exhibitions of Evans’s work held at the Art Institute of Chicago between then and 1987. Several of the pictures on view in that exhibition were taken on assignment for *Fortune* magazine and are similar to those offered in lot 26. In 1962, Hugh Edwards, already an Art Institute curator at the time of the first Evans show and now the museum’s first officially designated curator of photographs, wrote Evans asking to purchase a survey of his life’s work: “For a long time I have been concerned that we have an adequate representation of your photographs in this museum. You have always had many admirers in the Middle West and your exhibition here in 1947 brought one of the largest, most sincere and honest responses we have ever had to an exhibition of photography.” Quite fascinatingly, the group of 30 pictures that Evans assembled in response to Edwards’ request became a “key set” of sorts, as Evans featured them in his 1971 MoMA retrospective and, more importantly for the photography market, in his selection of pictures to print for his two portfolios, published by Ives-Sillman (1971) and Double Elephant Press (1974). *Sidewalk and Storefront* appears (under the title *Barber Shop, New Orleans*) in the first of these portfolios, the prospectus for which boldly stated: “The[se] images were chosen to define the originaive quality of the artist’s vision.”

The 1962 purchase, initiated by Edwards, was supported by Mrs. James Ward Thorne, whose philanthropy also made possible the Art Institute’s wonderful collection of miniature rooms showing period American architectural interiors. Further gifts by Arnold Crane, Alan and Sherry Koppel and, especially, David C. and Sarajeon Ruttenberg, brought the Art Institute’s holdings of Evans into the hundreds of works. Lots 20, 22, 23, 26, 46, 47, 49 and 50 are drawn from these gifts.





ACTUAL SIZE





20

**WALKER EVANS** 1903-1975*Street Scene, Marion, Alabama, Summer, 1935*

Gelatin silver print.

4½ x 5⅞ in. (11.4 x 14.9 cm)

Two Lunn Archive credit stamps on the verso.

**Estimate** \$6,000-8,000**PROVENANCE**Graphics International Ltd., Washington, D.C.  
Gift of David C. and Sarajean Ruttenberg, 1991**LITERATURE**Da Capo Press, *Walker Evans: Photographs for the Farm Security Administration, 1935-1938*, pl. 232

21

**JAMES VAN DER ZEE** 1886-1983*Portrait of a Harlem Preacher, 'Daddy Grace' and Congregation, 1938;*  
*Untitled (Young black woman with studio background), 1931*

Two gelatin silver prints.

(i) 7½ x 8¾ in. (18.1 x 22.2 cm) (ii) 9¾ x 7¾ in. (23.8 x 18.7 cm)

(i) Signed and dated in ink on the recto. (ii) Signed and dated in ink on the recto; two 'G.G.G. Photo Studio, Inc.' stamps on the verso.

**Estimate** \$2,000-3,000**PROVENANCE**Gift of a Chicago Family Collection, 1994  
Carl Hammer Gallery, Chicago, 2000

21



(i)



(ii)





22

**WALKER EVANS** 1903-1975*Untitled (Subway Portrait), New York, 1938-1941*

Gelatin silver print.

4¾ x 7¼ in. (12.1 x 18.4 cm)

'The Art Institute of Chicago' collection label affixed to the reverse of the mount.

Estimate \$10,000-15,000

**PROVENANCE**

Gift of Arnold Crane, 1970

**LITERATURE**The Art Institute of Chicago, *The Intuitive Eye: Photographs from the David C. & Sarajean Ruttenberg Collection*, pl. 16Keller, *Walker Evans: The Getty Museum Collection*, pls. 590 and 591 for a variantMetropolitan Museum of Art, *Walker Evans*, pl. 110 for a variantMora and Hill, *Walker Evans: The Hungry Eye*, p. 223 for a variant

23

**WALKER EVANS** 1903-1975*Untitled (Subway Portrait), New York, 1938-1941*

Gelatin silver print.

5 x 7¾ in. (12.7 x 19.7 cm)

'The Art Institute of Chicago' collection label affixed to the reverse of the mount.

Estimate \$4,000-6,000

**PROVENANCE**

Gift of Arnold Crane, 1970

**LITERATURE**Keller, *Walker Evans: The Getty Museum Collection*, pl. 606

23





24



ACTUAL SIZE

24

**MICHAEL DISFARMER** 1884-1959*Group portrait, circa 1940*

Gelatin silver print.

4⅞ x 2⅝ in. (10.5 x 6.7 cm)

'Original Disfarmer Photograph' credit stamp on the reverse of the mount;  
 'The Art Institute of Chicago' collection label affixed to the mat.

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

Gift of Donald and Alison Weiss, 2008

25

**LEWIS WICKES HINE** 1874-1940*Selected Images, 1908-1920*

Four gelatin silver prints.

Three approximately 4¼ x 6¼ in. (10.8 x 15.9 cm)

One 9⅜ x 13½ in. (23.8 x 34.3 cm)

Two numbered '630', '333', respectively, in pencil on the verso.

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

Gift of David Vestal, 1965

Gift of Mr and Mrs. Harry Lunn, 1979 (2 prints)

Gift of Hugh Edwards, 1986

25







26

**WALKER EVANS** 1903-1975*Selected Images of Chicago, 1946*

Three gelatin silver prints.

Varying sizes from 7 $\frac{7}{8}$  x 7 $\frac{3}{4}$  in. (19.4 x 19.7 cm) to10 $\frac{1}{8}$  x 9 $\frac{5}{8}$  in. (25.7 x 24.4 cm) or the reverse.

Each with a Lunn Archive credit stamp on the verso.

Estimate \$5,000-7,000

**PROVENANCE**

Graphics International Ltd., Washington, D.C.

Gift of David C. and Sarajejan Ruttenberg, 1991

27

**MICHAEL DISFARMER** 1884-1959*Husband, wife, and child, circa 1940*

Gelatin silver print.

4 $\frac{1}{4}$  x 2 $\frac{5}{8}$  in. (10.8 x 6.7 cm)

'The Disfarmer Studio' credit stamp on the verso; 'Original Disfarmer Photograph' credit stamp on the reverse of the mount; 'The Art Institute of Chicago' collection label affixed to the mat.

Estimate \$3,000-5,000

**PROVENANCE**

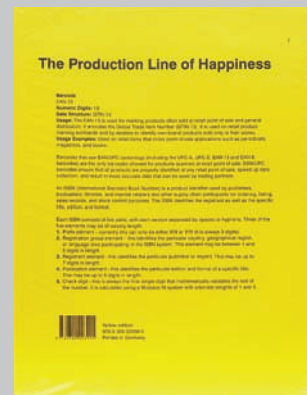
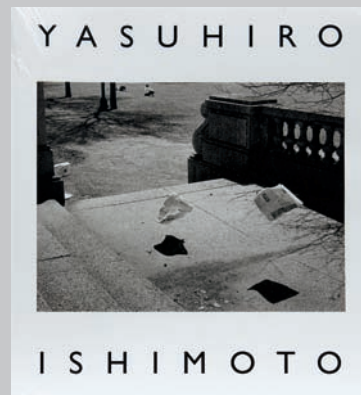
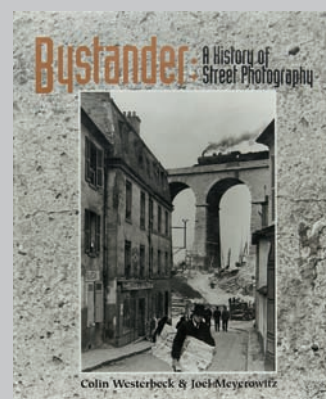
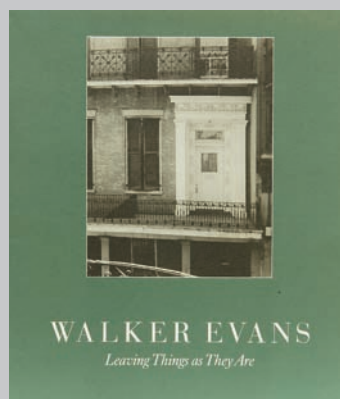
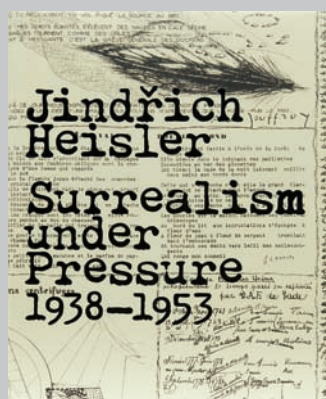
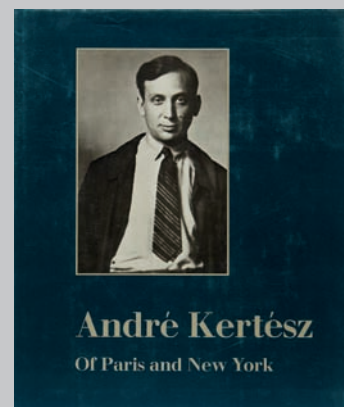
Gift of Donald and Alison Weiss, 2008

27



ACTUAL SIZE





28

## THE ART INSTITUTE OF CHICAGO

Complete Exhibition Publications, 1976-2014

Forty-two printed books.

Each approximately 11½ x 9¼ in. (29.5 x 23.5 cm)

Various titles and publication dates.

Estimate \$2,500-3,500

This lot includes every publication issued on photography by the Art Institute of Chicago.

Titles include: *Julia Margaret Cameron's Women*; *Irving Penn: A Career in Photography (Japanese)*; *The James Van Der Zee Studio*; *Dawoud Bey: Harlem, U.S.A.*; *Jindřich Heisler: Surrealism under Pressure 1938-1953*; *Sarah Charlesworth: Stills*; *Walker Evans: Leaving Things as They Are*; *Bystander: A History of Street Photography*; *Photography in Chicago Collections*; *The Julien Levy Collection: Starting with Atget*; *Yasuhiro Ishimoto*; *The Production Line of Happiness (Christopher Williams)*; *Niepce to Atget: The First Century of Photography from the Collection of André Jammes*; *Taken by Design: Photographs from the Institute of Design 1937-1971*; *Lewis Baltz: The Prototype Works*; *André Kertész: On Paris and New York*; *The Three Graces: Snapshots of 20th Century Women*; *Chuck Close*; *Paper Gardens: Recent Work by Joan Fontcuberta*; *Facts and Fables by Luis Medina*; *Photo Respiration: Tokihiro Sato Photographs*; *What's New:*

*Prague*; *Patrick Faigenbaum: Roman Portraits*; *Patrick Tobani*; *Harold Allen: Photographer and Teacher*; *Paris: Photographs from a Time that Was*; *Jay Wolke: All Around the House*; *So the Story Goes: Photographs by Tina Barney, Philip-Lorca diCorcia, Nan Goldin, Sally Mann, Larry Sultan*; *The Intuitive Eye: Photographs from the David C. and Sarajean Ruttenberg Collection*; *Michal Rovner*; *On the Art of Fixing a Shadow*; *Abelardo Morell: The Universe Next Door*; *The Photography of Gustave Le Gray*; *Kenneth Josephson: Avant-Garde Art in Everyday Life*; *Dieter Appelt: Playing with Pictures: The Art of Victorian Photocollage*; *Light Years: Conceptual Art and The Photograph 1964-1977*; *Irving Penn: A Career in Photography (English)*; *Yousuf Karsh: Regarding Heroes*; *Ralph Eugene Meatyard: Dolls and Masks*; *Edward Weston: The Last Years in Carmel*



29

PROPERTY FROM THE COLLECTION OF ROBERT A. TAUB,  
SOLD TO BENEFIT THE ACQUISITION FUNDS

**LEWIS BALTZ** b. 1945

*The new Industrial Parks near Irvine, California*

New York: Castelli Graphics, 1974.

10 $\frac{3}{8}$  x 10 $\frac{7}{8}$  in. (26.4 x 27.6 cm)

Signed in ink by the artist on the title page. 51 black and white photographs. Original white photo-illustrated dust-jacket over gray cloth book with spine and front cover lettered in black.

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

**PROVENANCE**

Gift of the photographer, June 18, 1975

29



30

PROPERTY FROM THE COLLECTION OF ROBERT A. TAUB,  
SOLD TO BENEFIT THE ACQUISITION FUNDS

**LEE FRIEDLANDER** b. 1934

*The American Monument*

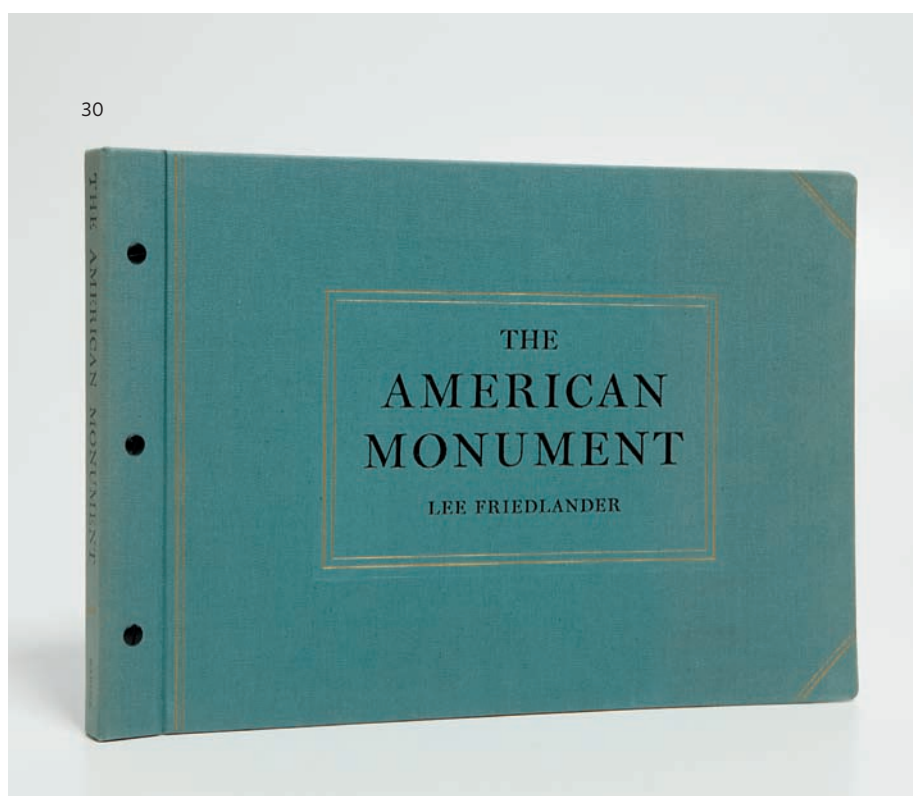
New York: The Eakins Press Foundation, 1976.

11 $\frac{5}{8}$  x 16 $\frac{5}{8}$  x  $\frac{1}{2}$  in. (29.5 x 42.2 x 1.3 cm)

213 black and white photographs. Oblong folio, black-stamped green cloth with gilt detail and triple screw-post binding.

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

30





31



31

PROPERTY FROM THE COLLECTION OF ROBERT A. TAUB,  
SOLD TO BENEFIT THE ACQUISITION FUNDS

**MANUEL ÁLVAREZ BRAVO** 1902-2002

*La Buena Fama Durmiendo (Good Reputation, Sleeping)*, 1939

Gelatin silver print, printed 1971.

6¾ x 9½ in. (17.1 x 23.2 cm)

Signed and annotated 'Mexico' in pencil on the mount.

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

#### LITERATURE

Aperture, *Manuel Álvarez Bravo: Photographs and Memories*, p. 77

The J. Paul Getty Museum, *In Focus: Manuel Álvarez Bravo*, pl. 28 there dated 1938

Kismaric, *Manuel Álvarez Bravo*, p. 123

University of New Mexico Press, *Revelaciones: Manuel Álvarez Bravo*, pl. 21

Turner Publications, *Manuel Álvarez Bravo: 100 Years, 100 Days*, pl. 48

32



32

PROPERTY FROM THE COLLECTION OF ROBERT A. TAUB,  
SOLD TO BENEFIT THE ACQUISITION FUNDS

**MANUEL ÁLVAREZ BRAVO** 1902-2002

*Parábola Óptica (Optic Parable)*, Mexico, 1931

Gelatin silver print, printed 1971.

9½ x 6¾ in. (23.2 x 17.1 cm)

Signed and annotated 'Mexico' in pencil on the mount.

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

#### LITERATURE

The J. Paul Getty Museum, *In Focus: Manuel Álvarez Bravo*, p. 125 for a variant

Turner Publications, *Manuel Álvarez Bravo: 100 Years, 100 Days*, pl. 2

33



33

**MANUEL ÁLVAREZ BRAVO** 1902-2002

*Tentaciones En Casa De Antonio (Temptations at Antonio's house)*, 1970

Gelatin silver print, printed no later than 1981.

9¼ x 7¼ in. (23.5 x 18.4 cm)

Signed and annotated 'Mexico' in pencil on the verso.

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

#### PROVENANCE

Gift of D. R. Ryan, Jr., 1981



34

**BRASSAI (GYULA HALÁSZ)** 1899-1984*Robe à volants pour Feria à Seville, 1951*

Gelatin silver print, printed later.

11⅞ x 8⅜ in. (28.3 x 21.3 cm)

Annotated 'p. 88' in ink, '81, Faubourg St-Jacques' copyright credit and 'Tirage de l'Auteur' stamps and on the verso.

Estimate \$4,000-6,000

**PROVENANCE**

Purchased from the photographer, 1974

34



35

**BRASSAI (GYULA HALÁSZ)** 1899-1984*Exotic Garden in Monaco, circa 1945*

Gelatin silver print, printed 1954.

18⅞ x 15½ in. (47.9 x 39.4 cm)

'The Art Institute of Chicago' collection label affixed to the reverse of the mount.

Estimate \$3,000-5,000

**PROVENANCE**

Purchased from the photographer, 1955

**EXHIBITED***Photographs by Brassai*, The Art Institute of Chicago, 15 November 1954- 1 January 1955**LITERATURE**The Museum of Fine Arts, Houston, *Brassai: The Eye of Paris*, pl. 128

Brassai made this print specifically for his one-person exhibition at the Art Institute in 1954-1955.

35





**HENRI CARTIER-BRESSON** 1908-2004*Córdoba, Spain, 1933*

Gelatin silver print.

7½ x 4¾ in. (18.1 x 12.1 cm)

Signed and annotated 'c/o Julien Levy Gallery/ 602 Madison Ave/  
New York City/ USA' in ink on the verso.**Estimate** \$80,000-120,000**PROVENANCE**

Julien Levy Collection, New York

Purchased by the Special Photography Acquisitions Fund, 1979

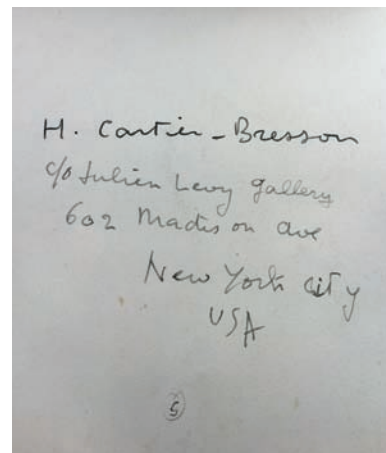
**LITERATURE**Bulfinch Press, *Tête à Tête*, pl. 37Galassi, *Henri Cartier-Bresson: The Modern Century*, p. 97Galassi, *Henri Cartier-Bresson: The Early Work*, p. 131

Image Verso

At the age of 25, and under the influence of Surrealism, Henri Cartier-Bresson started taking pictures with a brownie box camera. In 1932, he began shooting with a Leica, which he took on a journey through Poland, Czechoslovakia, Austria, Germany and Italy, and again on a backpacking expedition in Italy and Spain in 1933. The hand-held Leica allowed him ease of movement while attracting minimal notice as he wandered in foreign lands, taking images that matched his bohemian spontaneity with his painterly sense of composition. Cartier-Bresson did not plan or arrange his photographs. His practice was to release the shutter at the moment his instincts told him the scene before him was in perfect balance. This he later famously titled “the decisive moment”—a concept that would influence photographers throughout the 20th century.

While in Spain Cartier-Bresson took the fundamental and famous image of a chance encounter offered here. *Córdoba, Spain, 1933* (lot 36) depicts the serendipitous juxtaposition of two women: one real, the other made of paper and wheat paste; one squinting and posturing as she faces solidly forward, the other fully blinded by a paper mask, and turned sideways to better advertise a corset that seems impossibly narrow for a flesh-and-blood woman to wear. Characteristic of Cartier-Bresson’s early work, this well-observed tableau captures drama and absurdity in everyday life, found on what the Surrealists called “aimless walks of discovery.” As Cartier-Bresson later said, he was influenced “by the conceptions of [André] Breton, [which] satisfied me a great deal; the role of spontaneous expression and of intuition and, above all, the attitude to revolt ... in art but also in life.”

Shortly after taking this image, Cartier-Bresson had the first of two exhibitions with Julien Levy, a pioneering New York dealer in Surrealism and photography generally. Active in the New York intellectual scene and

friend to many artists including Man Ray and Marcel Duchamp, Levy had opened his gallery in 1931 with an exhibition of photography; throughout the 1930s and 1940s, he would maintain an emphasis on avant-garde photography, showing both European and American examples and ranging into vernacular and historical subjects as well. Levy showed Cartier-Bresson solo in 1933, and then paired his photographs with those of Walker Evans and Manuel Álvarez Bravo in 1935. This print, which Levy acquired at the time from the photographer, is trimmed and mounted for exhibition and was almost certainly put on view at one of the two shows. The Art Institute owns a second vintage print, given by Cartier-Bresson to musician Nicolas Nabokov when he came to New York for the second show; it is not trimmed or mounted.

In 1975-1978, the Art Institute acquired the core of the Levy gallery’s remaining inventory, working directly with Levy himself, who was living in modest retirement in Connecticut. During the course of the acquisition, in 1976, the museum mounted a groundbreaking exhibition: *Photographs from the Julien Levy Collection Starting with Atget*. That exhibition changed the course of collecting photography, concentrating for the first time exclusively on prints made at the time of the original photographs, and often by the artists themselves. The term “vintage print,” not yet widely used, gained vast new meaning as the singularity and exquisite beauty of these first prints came to the fore. Cartier-Bresson in particular had stopped making his own prints after the 1930s—in fact the majority of what he printed in that decade was for exhibitions such as those held at the Levy Gallery.

Other prints of this image are in the collections of the Art Institute of Chicago and the Museum of Modern Art, New York.





ACTUAL SIZE





37

**ANDRÉ KERTÉSZ** 1894-1985*Paris, Morning Bread, Montparnasse, 1926*

Gelatin silver print, printed 1970s.

9⅜ x 7⅞ in. (23.8 x 18.1 cm)

Signed in pencil on the verso.

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

Light Gallery, New York

Gift of Mr. and Mrs. Noel Levine, 1982

38

**ANDRÉ KERTÉSZ** 1894-1985*Pont Neuf, Paris, 1931*

Gelatin silver print, printed 1970s.

6¼ x 9⅜ in. (15.9 x 23.8 cm)

Signed in pencil on the verso.

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

Light Gallery, New York

Gift of Mr. and Mrs. Noel Levine, 1982

**LITERATURE**National Gallery of Art, Washington, *André Kertész*, fig. 19



39

39

**BRASSAÏ (GYULA HALÁSZ)** 1899-1984

*Untitled, 1932*

Gelatin silver print.

8¾ x 6½ in. (22.2 x 16.5 cm)

Credit and '74, Rue De La Glacière' copyright credit stamps on the verso.

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

**PROVENANCE**

Edwynn Houk Gallery, 1985



40

**ANDRÉ KERTÉSZ** 1894-1985

*Near the Medici Fountain, Paris, 1963*

Gelatin silver print, printed 1970s.

6¼ x 9¾ in. (15.9 x 23.8 cm)

Signed in pencil on the verso.

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

**PROVENANCE**

Light Gallery, New York

Gift of Mr. and Mrs. Noel Levine, 1983



40



## 41

**ANDRÉ KERTÉSZ** 1894-1985

*Untitled (Distortion #167)*, 1933

Gelatin silver print.

9¼ x 6½ in. (23.5 x 16.5 cm)

Initialed, numbered '167' in pencil and '32 bis, Rue du Cotentin, Paris-XV' copyright credit stamp on the verso.

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

### PROVENANCE

Estate of the photographer via Susan Harder and Edwynn Houk Gallery, 1986  
Gift of an East Coast Collector, 1986

### LITERATURE

Borhan, *André Kertész: His Life and Work*, p. 204

National Gallery of Art, Washington, *André Kertész*, pl. 71

The Art Institute of Chicago/ The Metropolitan Museum of Art/ Thames & Hudson, *André Kertész: Of Paris and New York*, p. 191

As an early champion of André Kertész's work, the Art Institute of Chicago was the first museum in America to give the Hungarian-born French photographer a solo exhibition, in 1946. The exhibition marked a high point in Kertész's new American life. Although he had achieved acclaim in Paris for his new vision in the press, and was known in artist circles, it was not until the 1960s, when Kertész was past seventy years old, that his work received full recognition in the world of fine art. In 1985, nearly 40 years after his first exhibition, the Art Institute of Chicago further solidified Kertész's place in history as a key figure in modern photography with the traveling retrospective exhibition *André Kertész: Of Paris and New York*.

Originating in a request for photographs of female nudes by the Parisian men's magazine *Le Sourire (The Smile)* in 1933, Kertész's *Distortion* images are today considered a cornerstone of European photography between the wars. The photographer had been thinking for years to photograph the human body as a "grotesque," and had tested his idea with a friend, Carlo Rim, already in 1930. In response to the assignment from *Le Sourire*, Kertész held eight different sessions over a four-week period with two hired models, Najinskaya Verackhatz and Nadia Kasine, whom he posed with a combination of fun-house mirrors to make more than 200 *Distortion* negatives. Captions for the twelve images published

by the magazine on 2 March 1933 stressed relationships between these morphed bodies and those in contemporary painting and sculpture. Kertész returned several times to the *Distortions* in the course of his career, beginning with his first solo gallery show in the States, held in New York at the PM Gallery in 1937. (That same year, Beaumont Newhall included *Distortions* in his landmark *History of Photography* exhibition at the Museum of Modern Art.)

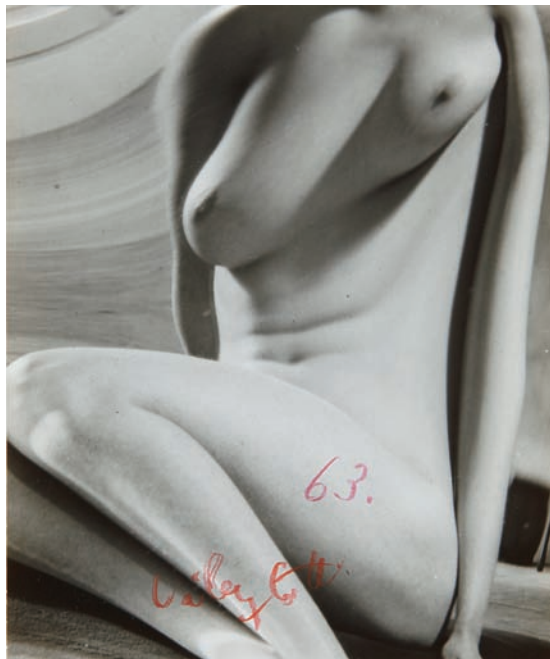
The fluid image of a female nude in Kertész's *Distortion #167* cascades down the center of the picture frame: starting with the fullness of the upper body, narrowing between the elbows and then pooling into a v-shaped confine before continuing into the elongated hands and then dropping off the picture plane at the knees. Lot 41 and the *Distortion* prints being offered in lots 42 & 45 are prints Kertész made between the early months of 1933, shortly after he took the negatives, and 1936, when he left Paris for New York. Most have his 1931-1936 Parisian studio stamp on the verso and all are printed on a single weight warm toned glossy paper, trimmed with no margins. The majority of these prints were part of a large group that was donated to the Art Institute of Chicago following the major 1985 retrospective.





ACTUAL SIZE





42

**ANDRÉ KERTÉSZ** 1894-1985

*Selected Distortions*, 1933

Five gelatin silver prints.

Varying sizes from 6½ x 5½ in. (16.8 x 14 cm) to 9 x 6½ in. (22.9 x 16.8 cm)

Four numbered in red wax pencil on the recto; each numbered in pencil with '32 bis, Rue du Contentin, Paris-XV' copyright credit stamp on the verso.

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

**PROVENANCE**

Gift of Robert Wayne, 1986 (2 prints)

Edwynn Houk Gallery, New York; Gift of a Chicago Family Collection, 1987 (1 print)

Gift of Michael and Alison Delman, 2010 (1 print)

Gift of Simon Levin, 1986 (1 print)

Titles include: *Distortion #57*; *Distortion #171*; *Distortion #5*; *Distortion #63*; *Distortion #15*





43

**BILL BRANDT** 1904-1983

*East Sussex Coast, 1977*

Gelatin silver print.

8¾ x 7¾ in. (22.2 x 18.7 cm)

Credit stamp on the verso.

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

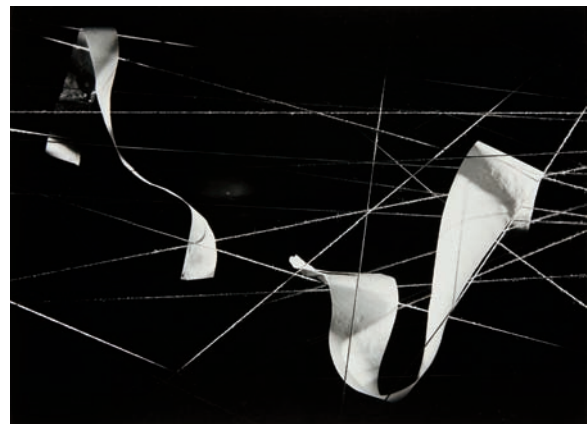
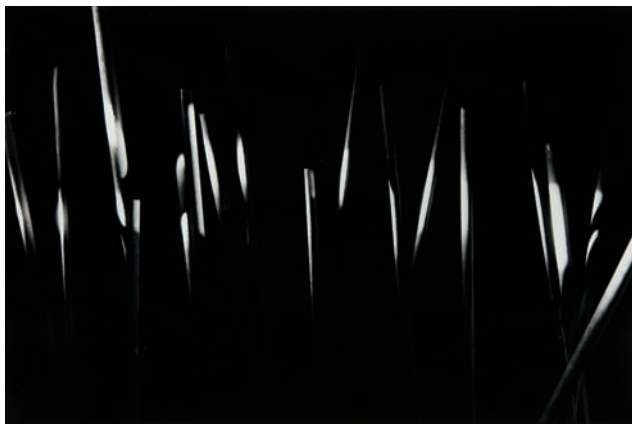
**PROVENANCE**

Gift of Lawrence D. and Sybil Hite, 2003

**LITERATURE**

Harry N. Abrams, Inc., *Brandt: The Photography of Bill Brandt*, pl. 249





44

**NATHAN LERNER** 1913-1999

*Selected Images, 1938-1943*

Five gelatin silver prints, printed later and three chromogenic prints.

Varying sizes from 3½ x 5½ in. (8.9 x 14.9 cm) to

11¼ x 15½ in. (28.6 x 39.4) or the reverse.

Five signed; each variously titled, dated and numbered in pencil on verso.

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

**PROVENANCE**

Gift of Mr. Arnold Gilbert, 1970 (2 prints)

Gift of David and Reva Logan, 1991 (2 prints)

Gift of David C. and Sarajeon Ruttenberg, 1991

Gift of Kiyoko Lerner, 2001 (3 prints)

Titles include: *Cakes in Window*, 1938; *Eye on Window*, 1943; *Eye and Barbed Wire*, 1939; *Wooden Dowels*, 1939; *Paper on String*, 1938; *Untitled*, n.d. (3 prints)





45

**ANDRÉ KERTÉSZ** 1894-1985

*Selected Distortions*, 1933

Four gelatin silver prints.

Varying sizes from 4 x 2¼ in. (10.2 x 5.7 cm) to 9 x 7¼ in. (22.9 x 18.4 cm)

Three numbered in red wax pencil on the recto; each numbered in ink or pencil and three with '32 bis, Rue du Contentin, Paris-XV' copyright credit stamp on the verso.

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

**PROVENANCE**

Gift of Peter and Suzann Matthews, 1986 (2 prints)

Gift of an East Coast Collector, 1986, 1991 (2 prints)

Titles include: *Distortion #175*, *Distortion #11*, *Distortion #77*, *Distortion #106*





46

**WALKER EVANS** 1903-1975*Tin Building, Moundville, Alabama, Summer, 1936*

Gelatin silver print.

3 $\frac{7}{8}$  x 5 in. (9.9 x 12.7 cm)

Lunn Archive credit stamp on the reverse of the flush-mount.

Estimate \$4,000-6,000

**PROVENANCE**Graphics International Ltd., Washington, D.C.  
Gift of David C. and Sarajeon Ruttenberg, 1988**LITERATURE**The Art Institute of Chicago, *Walker Evans: Leaving Things as They Are*, pl. 17 there titled *Corrugated tin façade (Tin façade of contractor Richard Perkin's workshop)*  
Da Capo Press, *Walker Evans: Photographs for the Farm Security Administration 1935-1938*, pl. 241 for a variant  
Keller, *Walker Evans: The Getty Museum Collection*, pl. 524

47

**WALKER EVANS** 1903-1975*Roadside Barn, Monongalia County, West Virginia, June, 1935*

Gelatin silver print, printed later.

7 $\frac{3}{8}$  x 9 $\frac{1}{4}$  in. (18.7 x 23.5 cm)

Lunn Archive credit stamp on the verso.

Estimate \$4,000-6,000

**PROVENANCE**Graphics International Ltd., Washington, D.C.  
Gift of David C. and Sarajeon Ruttenberg, 1988**LITERATURE**Da Capo Press, *Walker Evans: Photographs for the Farm Security Administration 1935-1938*, pl. 19 for a variant





48

**AARON SISKIND** 1903-1991

*St. Louis 9*, 1953

Gelatin silver print.

13½ x 16¾ in. (34.3 x 41.6 cm)

Signed, titled 'St L. 9' and dated '53' in pencil on the reverse of the mount; 'The Art Institute of Chicago' acquisition notations in an unidentified hand in pencil on the mount.

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

Aaron Siskind was born in New York City and graduated from City College of New York in 1926, initially teaching English in the city's public schools. In 1932, he took up photography as a means of critical social documentation upon joining the Film and Photo League, a vanguard association that was also nearly the only place to study and discuss photographs in the States in the 1930s and 1940s. Having honed his technical skills with the Photo League, Siskind abruptly changed course in the summer of 1943. He turned from social documentary, probing truths and depths in contemporary society, to the seemingly timeless truths of flatness and abstraction—but he did not for all that move his camera into the studio. Instead he began on the beach of Martha's Vineyard (lot 108), creating simple alphabetical images of single strands of seaweed curled and flattened in the sand. The following summer, in Gloucester, Massachusetts (lot 104), Siskind

**PROVENANCE**

Gift of Noah Goldowsky, 1956

**LITERATURE**

powerHouse Books, *Aaron Siskind 100*, n.p. there dated 1955

developed images of debris into a mature formal language, creating some of the earliest works of Abstract Expressionism.

Siskind, at the request of his friend Harry Callahan, moved to Chicago in 1951 to teach at the Institute of Design. In the winter of 1955-1956, Siskind had his first one-man exhibition at The Art Institute of Chicago. During that period Noah Goldowsky, a legendary New York art dealer and early supporter of the Abstract Expressionist painters, donated several images by Siskind to the Art Institute, including this poetic Midwest abstraction, *St. Louis 9*, in which scraps of letters appear to tumble down the boarded edge of a construction site. Goldowsky's gifts became the first of more than 250 photographs by Siskind to enter the Art Institute's collection over the subsequent decades.





49

**WALKER EVANS** 1903-1975

*Gothic Gate Cottage Near Poughkeepsie, New York, 1931*  
Gelatin silver print, printed no later than 1962.

5⅞ x 7½ in. (14.9 x 19.1 cm)

'The Art Institute of Chicago' collection label affixed to the reverse of the mount.

Estimate \$5,000-7,000

**PROVENANCE**

Purchased from the photographer, 1962

**LITERATURE**

Keller, *Walker Evans: The Getty Museum Collection*, pl. 152  
The Museum of Modern Art, *Walker Evans: American Photographs*, pl. 28

50

**WALKER EVANS** 1903-1975

*A Miner's Home, Vicinity Morgantown, West Virginia, July, 1935*

Gelatin silver print, printed 1967 by Jim Dow.

7¼ x 6½ in. (18.4 x 16.5 cm)

Two Lunn Archive credit stamps and printing notations by Jim Dow in pencil on the verso.

Estimate \$4,000-6,000

**PROVENANCE**

Graphics International Ltd., Washington, D.C.  
Gift of David C. and Sarajeun Ruttenberg, 1988

**LITERATURE**

Da Capo Press, *Walker Evans: Photographs for the Farm Security Administration 1935-1938*, pl. 10 for a variant





51

**EDWARD WESTON** 1886-1958*Succulents*, 1930Gelatin silver print from *The Photographs of Edward Weston*, printed circa 1953 by Brett Weston.

7½ x 9 in. (18.1 x 22.9 cm)

Initialed and dated in pencil on the mount; printed title, date and negative number on 'The Photographs of Edward Weston' label affixed to the reverse of the mount. One from an edition of 6.

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

Gift of Max McGraw, 1959

**LITERATURE**Aperture, *Edward Weston: Fifty Years*, p. 138Conger, *Edward Weston: Photographs from the Collection of the Center for Creative Photography*, fig. 590

51



52

**MINOR WHITE** 1908-1976*Untitled*, n.d.

Gelatin silver print, printed no later than 1955.

6⅝ x 7¼ in. (16.8 x 18.4 cm)

'The Art Institute of Chicago' identification label on the mount.

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

Purchased from the photographer, 1955

52



53

**JOHAN HAGEMEYER** 1884-1962*Selected Images*, circa 1940

Three gelatin silver prints.

Each approximately 7½ x 9½ in. (18.1 x 23.2 cm)

Each titled in pencil on the double mount; each with a credit stamp on the verso.

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

Gift of the Estate of Johan Hagemeyer, 1962

Titles include: *Moss Landing Near Watsonville*, 1940;*Panamint Mountains*, 1940; *Carmel Point*, n.d.

53







54

**JOHAN HAGEMEYER** 1884-1962*Untitled (San Francisco scene with church steeple), 1945*

Gelatin silver print.

6 $\frac{7}{8}$  x 8 $\frac{5}{8}$  in. (17.5 x 21.9 cm)

Signed and dated in pencil on the double mount; credit stamp and printing notations in pencil on the verso.

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

Gift of the Estate of Johan Hagemeyer, 1962

55



55

**PAUL CAPONIGRO** b. 1932*Two Leaves, 1963*

Gelatin silver print, mounted.

9 $\frac{1}{4}$  x 7 $\frac{1}{8}$  in. (23.5 x 18.1 cm)**Estimate** \$2,000-3,000**PROVENANCE**

Gift of the Joseph &amp; Helen Regenstein Foundation, 1969



56

**JOHAN HAGEMEYER** 1884-1962

*Untitled (Flower)*, 1948

Gelatin silver print.

3¾ x 4⅞ in. (9.5 x 12.4 cm)

Dated '1948' in an unidentified hand in pencil and credit stamp on the verso; signed, titled 'Helen Gahagan', dated '1941' and annotated 'Carmel' on the reverse of the double mount, all in reference to the previously mounted image.

Estimate \$5,000-7,000

**PROVENANCE**

Gift of the Estate of Johan Hagemeyer, 1962

56



57

**RUTH-MARION BARUCH** 1922-1997

*Selected Images of California*, 1948-1996

Seventeen gelatin silver prints.

Varying sizes from 6¾ x 4½ in. (17 x 11.4 cm) to 13½ x 8⅞ in. (34.4 x 22.5 cm) or the reverse.

Each signed, titled and dated in pencil on the verso.

Estimate \$3,000-4,000

**PROVENANCE**

Gift of the Estate of Ruth-Marion Baruch, 1998

57







58

**CARLETON WATKINS** 1829-1916

*Selected Images, circa 1861*

Seven albumen print stereographs, each mounted to original card.

Each approximately 3½ x 6½ in. (7.9 x 16.5 cm), overall.

Each credited 'Watkins' Pacific Coast' with printed description and five with printed title, negative number, all on the mount; two titled in an unidentified hand in pencil on the reverse of the mount.

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

**PROVENANCE**

Lunn Gallery, Washington, D.C., 1978

**LITERATURE**

Fraenkel Gallery, *Carleton E. Watkins: Photographs 1861-1874*, pls. 36-37





59

**EDWARD WESTON** 1886-1958

*Selected Images, 1937-1939*

Five gelatin silver prints from *The Photographs of Edward Weston*, printed circa 1953 by Brett Weston.

Each approximately 7¼ x 9½ in. (18.4 x 23.2 cm) or the reverse.

Each initialed and dated in pencil on the mount; each with printed title, date and negative number on 'The Photographs of Edward Weston' label affixed to the reverse of the mount. Each from an edition of 6.

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

**PROVENANCE**

Gift of Max McGraw, 1959

**LITERATURE**

Aperture, *Edward Weston: Fifty Years*, pp. 181 and 189

Conger, *Edward Weston: Photographs from the Collection of the Center for Creative Photography*, figs. 999 and 1458

Weston and Wilson, *California and the West*, p. 38

Titles include: *Lake Tenaya, 1937; Wonderland of Rocks, Mojave Desert, 1937; Bandon, Oregon, 1939; Aspen Valley, New Mexico, 1937; Modoc Lava Beds, 1937*





60

**IMOGEN CUNNINGHAM** 1883-1976

*Two Callas*, 1929

Gelatin silver print, printed no later than 1964.

11 $\frac{3}{8}$  x 9 in. (29.5 x 22.9 cm)

Signed in pencil on the mount; '1331 Green Street' credit and 'The Art Institute of Chicago' collection labels affixed to the reverse of the mount.

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

**PROVENANCE**

Purchased from Dave Heath, 1964

**LITERATURE**

Dater, *Imogen Cunningham: A Portrait*, pl. 27

Lorenz, *Imogen Cunningham: Flora*, pl. 10

University of Cambridge, *A History of Photography*, p. 175





61

PROPERTY FROM THE COLLECTION OF ROBERT A. TAUB,  
SOLD TO BENEFIT THE ACQUISITION FUNDS

**ANSEL ADAMS** 1902-1984

*Moonrise, Hernandez, New Mexico, 1941*

Gelatin silver print, printed circa 1963.

15 $\frac{3}{8}$  x 19 $\frac{1}{4}$  in. (39.1 x 48.9 cm)

Signed in ink on the mount; titled in an unidentified hand in ink and 'Route  
1, Box 181 Carmel' credit stamp on the reverse of the mount.

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

**PROVENANCE**

Halstead Gallery, Michigan, 1970

**LITERATURE**

Adams, *Ansel Adams: 400 Photographs*, p. 175

Adams, *Ansel Adams: The Making of 40 Photographs*, p. 40

Alinder and Szarkowski, *Ansel Adams: Classic Images*, pl. 32

Haas, *Ansel Adams in the Lane Collection*, pl. 37

Little, Brown and Company, *Ansel Adams: The Grand Canyon and the  
Southwest*, frontispiece

Szarkowski, *Ansel Adams at 100*, pl. 96

Other prints of this image are in the collections of the Art Institute of  
Chicago (2 prints), the Metropolitan Museum of Art, New York, the  
Museum of Modern Art, New York, the San Francisco Museum of Modern  
Art, the J. Paul Getty Museum, Los Angeles, the Victoria and Albert  
Museum, London and the Center for Creative Photography, Tucson.



In 1953, upon the request of his friends and colleagues, an ailing Edward Weston chose 830 negatives—a master set—from which his son Brett then made prints. The set, titled *The Photographs of Edward Weston*, spans Weston's impressive career and helped to canonize his achievements. It is held complete only at the University of California, Santa Cruz. The Art Institute, meanwhile, received a little under one-quarter of the set as a gift

in 1959 from Max McGraw, an early wildlife conservationist who knew Weston well. The pictures on offer here in lots 59, 62-63, 65, and 68-69 all come from that acquisition. Already in 1951, meanwhile, the Art Institute had purchased a number of photographs from Weston using its very first photography purchase fund, established by the wife of an industrialist and amateur photographer named Stuyvesant Peabody (lot 67).

62



62

**EDWARD WESTON** 1886-1958

*Driftwood Stump, Crescent Beach, 1937*

Gelatin silver print from *The Photographs of Edward Weston*, printed circa 1953 by Brett Weston.

9½ x 7¼ in. (23.2 x 18.4 cm)

Initialed and dated in pencil on the mount; printed title, date and negative number on 'The Photographs of Edward Weston' label affixed to the reverse of the mount. One from an edition of 6.

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

**PROVENANCE**

Gift of Max McGraw, 1959

**LITERATURE**

Aperture, *Edward Weston: Fifty Years*, p. 195

Conger, *Edward Weston: Photographs from the Collection of the Center for Creative Photography*, fig. 1069

Newhall, *Supreme Instants: The Photography of Edward Weston*, pl. 61  
Weston and Wilson, *California and the West*, p. 131

63

**EDWARD WESTON** 1886-1958

*Dunes, Oceano, 1936*

Gelatin silver print from *The Photographs of Edward Weston*, printed circa 1953 by Brett Weston.

7½ x 9½ in. (19.2 x 24.5 cm)

Initialed and dated in pencil on the mount; printed title, date and negative number on 'The Photographs of Edward Weston' label affixed to the reverse of the mount. One from an edition of 6.

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

**PROVENANCE**

Gift of Max McGraw, 1959

**LITERATURE**

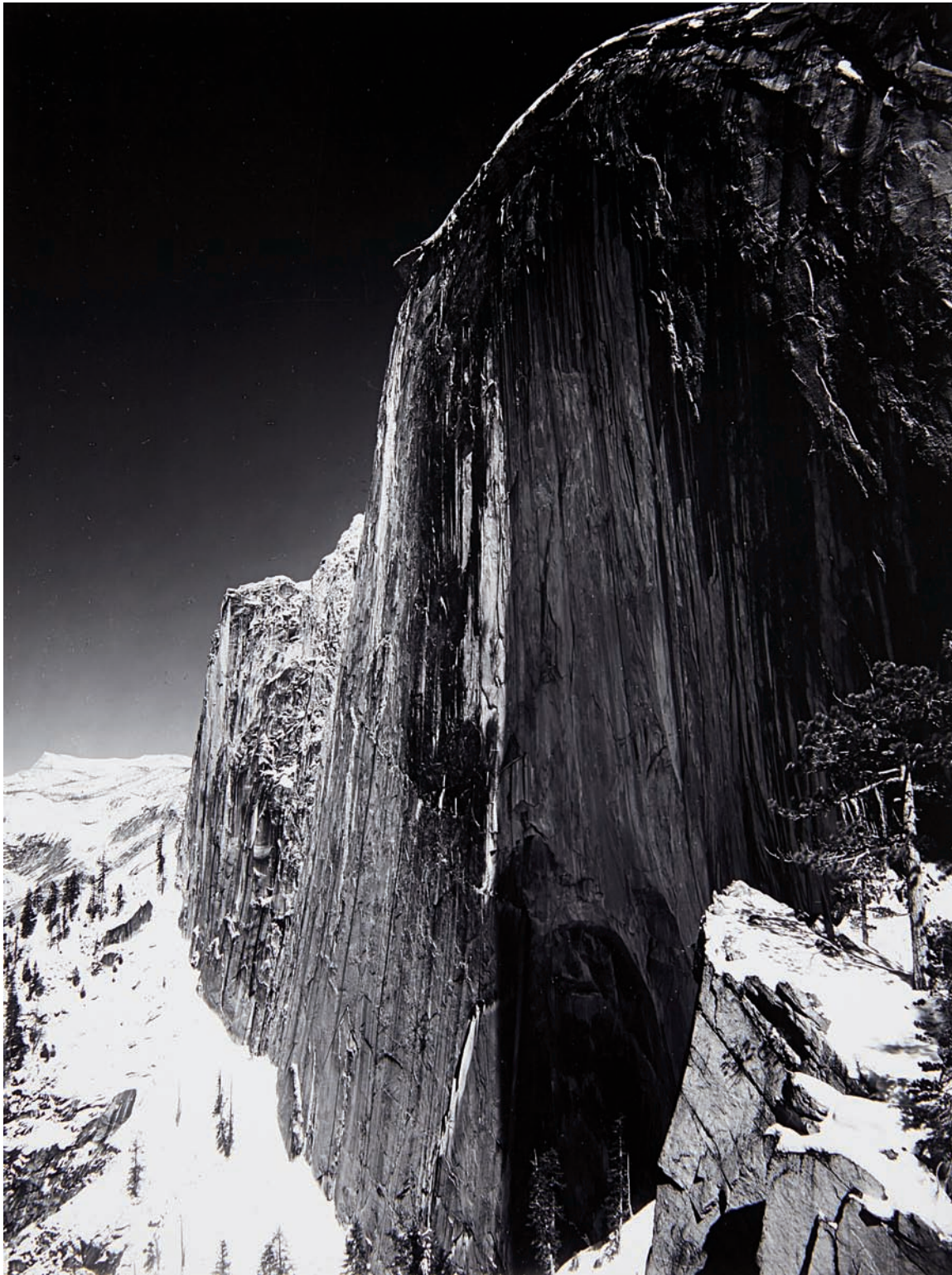
Conger, *Edward Weston: Photographs from the Collection of the Center for Creative Photography*, fig. 957

Mora, *Edward Weston: Forms of Passion*, p. 225

63







ACTUAL SIZE

64

**ANSEL ADAMS** 1902-1984

*Monolith, The Face of Half Dome, Yosemite National Park, 1927*

Gelatin silver print, printed no later than 1951.

8 x 6 in. (20.3 x 15.2 cm)

Signed in pencil on the mount; titled, dated '1926' in an unidentified hand in ink and '131-24th Avenue San Francisco' credit stamp on the reverse of the mount; 'The Art Institute of Chicago' collection label affixed to the reverse of the mount.

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

**PROVENANCE**

Purchased from the photographer, 1952

**EXHIBITED**

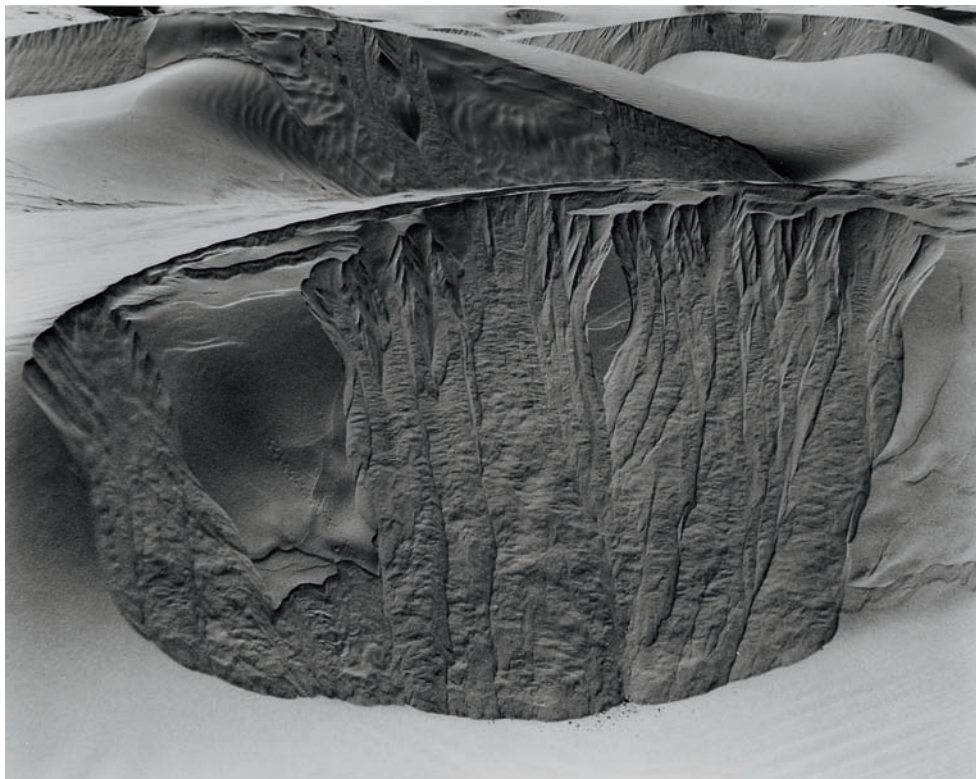
*Photographs by Ansel Adams*, The Art Institute of Chicago, 20 November 1951- 5 January 1952

**LITERATURE**

Adams, *Ansel Adams: 400 Photographs*, cover and p. 35  
Alinder and Szarkowski, *Ansel Adams: Classic Images*, pl. 2  
Museum of Fine Arts, Boston, *Ansel Adams: The Early Years*, pls. 6-7  
Szarkowski, *The Portfolios of Ansel Adams*, pl. 1

Other prints of this image are in the collections of the Art Institute of Chicago, the Metropolitan Museum of Art, New York, the San Francisco Museum of Modern Art, the J. Paul Getty Museum, Los Angeles and the Center for Creative Photography, Tucson.





## 65

**EDWARD WESTON** 1886-1958

*Dunes, Oceano*, 1936

Gelatin silver print from *The Photographs of Edward Weston*, printed circa 1953 by Brett Weston.

7½ x 9½ in. (18.1 x 23.2 cm)

Initialed and dated in pencil on the mount; printed title, date and negative number on 'The Photographs of Edward Weston' portfolio label affixed to the reverse of the mount. One from an edition of 6.

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

**PROVENANCE**

Gift of Max McGraw, 1959

**LITERATURE**

Conger, *Edward Weston: Photographs from the Collection of the Center for Creative Photography*, fig. 933

## 66

**EDWARD WESTON** 1886-1958

*Nude on Sand, Oceano*, 1936

Gelatin silver print, printed later by Cole Weston.

5¾ x 9¼ in. (14.6 x 23.5 cm)

Signed, titled 'Nude', dated in pencil by Cole Weston and Edward Weston signature stamp on the reverse of the mount.

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

**PROVENANCE**

Gift of Helen Harvey Mills, 1981

**LITERATURE**

Foley, *Edward Weston's Gifts to His Sister*, p. 47

Conger, *Edward Weston: Photographs from the Collection of the Center for Creative Photography*, fig. 927

Lodima Press, *Edward Weston: Life Work*, cover and pl. 63

Mora, *Edward Weston: Forms of Passion*, p. 217

Museum of Fine Arts, Boston, *Weston's Westons: Portraits and Nudes*, pl. 93

Newhall, *Supreme Instants: The Photography of Edward Weston*, pl. 43





67

**EDWARD WESTON** 1886-1958

*Dunes, Oceano, 1936*

Gelatin silver print, printed no later than 1951.

7½ x 9½ in. (18.1 x 23.2 cm)

Initialed and dated in pencil on the mount; signed, titled and dated in pencil on the reverse of the mount; 'The Art Institute of Chicago' collection label affixed to the reverse of the mount.

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

**PROVENANCE**

Purchased from the photographer, 1951

**EXHIBITED**

*Photographs by Edward Weston*, The Art Institute of Chicago, 15 May-30 June 1952

**LITERATURE**

Aperture, *Edward Weston: Fifty Years*, p. 167

Conger, *Edward Weston: Photographs from the Collection of the Center for Creative Photography*, fig. 939

Museum of Fine Arts, Boston, *Edward Weston: Photography and Modernism*, pl. 81

Newhall, *Supreme Instants: The Photography of Edward Weston*, cover, pl. 68

Other prints of this image are in the collections of the Metropolitan Museum of Art, New York, the Center for Creative Photography, Tucson and the Museum of Fine Arts, Boston.





68

**EDWARD WESTON** 1886-1958

*Selected Images, 1938-1939*

Six gelatin silver prints from *The Photographs of Edward Weston*, printed circa 1953 by Brett Weston.

Each approximately 7½ x 9½ in. (18.1 x 23.2 cm)

Each initialed and dated in pencil on the mount; each with printed title, date and negative number on 'The Photographs of Edward Weston' label affixed to the reverse of the mount. Each from an edition of 6.

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

**PROVENANCE**

Gift of Max McGraw, 1959

**LITERATURE**

Conger, *Edward Weston: Photographs from the Collection of the Center for Creative Photography*, figs. 1298, 1315 and 1417

Museum of Fine Arts, Boston, *Edward Weston: Photography and Modernism*. pl. 96

Newhall, *Supreme Instants: The Photography of Edward Weston*, pl. 118

Titles include: *Panamints, Death Valley, 1938; Zabriskie Point, Death Valley, 1938; Death Valley, 1939; Death Valley, 1939; Clouds, Death Valley, 1939; Dante's View, Death Valley, 1938*





69

**EDWARD WESTON** 1886-1958

*Nude*, 1936

Gelatin silver print from *The Photographs of Edward Weston*, printed circa 1953 by Brett Weston.

9½ x 7⅞ in. (24.1 x 19.4 cm)

Initialed and dated in pencil on the mount; printed title, date and negative number on 'The Photographs of Edward Weston' label affixed to the reverse of the mount. One from an edition of 6.

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

**PROVENANCE**

Gift of Max McGraw, 1959

**LITERATURE**

Aperture, *Edward Weston: Fifty Years*, p. 267

Conger, *Edward Weston: Photographs from the Collection of the Center for Creative Photography*, fig. 968

Mora, *Edward Weston Forms of Passion*, cover and p. 223, Museum of Fine Arts, Boston, *Edward Weston: Photography and Modernism*, pl. 75

Other prints of this image are in the collections of the Art Institute of Chicago, the J. Paul Getty Museum, Los Angeles and the Center for Creative Photography, Tucson.





70

**RALPH EUGENE MEATYARD** 1925-1972*Untitled (Guy Mendes), 1971*Gelatin silver print from *Center For Photographic Studies Portfolio 1*, printed 1972.

7 x 7 in. (17.8 x 17.8 cm)

Signed in ink on the mount; 'Center for Photographic Studies Portfolio 1' stamp on the reverse of the mount.

Estimate \$6,000-8,000

**PROVENANCE**

Gift of Arnold Gilbert, 1981

71

**RALPH EUGENE MEATYARD** 1925-1972*Untitled, 1960s*

Gelatin silver print.

7¼ x 7¼ in. (18.4 x 18.4 cm)

Signed by Madelyn O. Meatyard in ink on the verso.

Estimate \$5,000-7,000

**PROVENANCE**

Gift of Simon and Bonnie Levin, 1999





72

**RALPH EUGENE MEATYARD** 1925-1972

*Fourth of July #1*, circa 1970

Gelatin silver print.

7 x 6 $\frac{7}{8}$  in. (17.8 x 17.5 cm)

Signed by Madelyn O. Meatyard in ink and titled in an unidentified hand in pencil on the verso.

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

**PROVENANCE**

Gift of Steven and Phyllis Gross, 1999

72



73

**RALPH EUGENE MEATYARD** 1925-1972

*Untitled*, circa 1970

Gelatin silver print.

7 $\frac{1}{4}$  x 7 $\frac{1}{4}$  in. (18.4 x 18.4 cm)

Signed by Madelyn O. Meatyard in ink on the verso.

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

**PROVENANCE**

Gift of Jeffrey Hugh Newman, 1999

73



74



74

**RALPH EUGENE MEATYARD** 1925-1972

*Untitled*, 1955-1956

Gelatin silver print.

9 $\frac{3}{8}$  x 7 $\frac{1}{4}$  in. (23.8 x 18.4 cm)

Signed by Madelyn O. Meatyard in ink on the verso.

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

**PROVENANCE**

Gift of Simon and Bonnie Levin, 1999





75

**ERNST HAAS** 1921-1986*Positano Priest*, 1953

Gelatin silver print, printed later.

13½ x 19½ in. (33.3 x 49.5 cm)

Signed and numbered 21/99 in ink on the recto.

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

Gift of Robert Jesmer, 1984

76

**W. EUGENE SMITH** 1918-1978*Spanish Village*, 1950

Gelatin silver print.

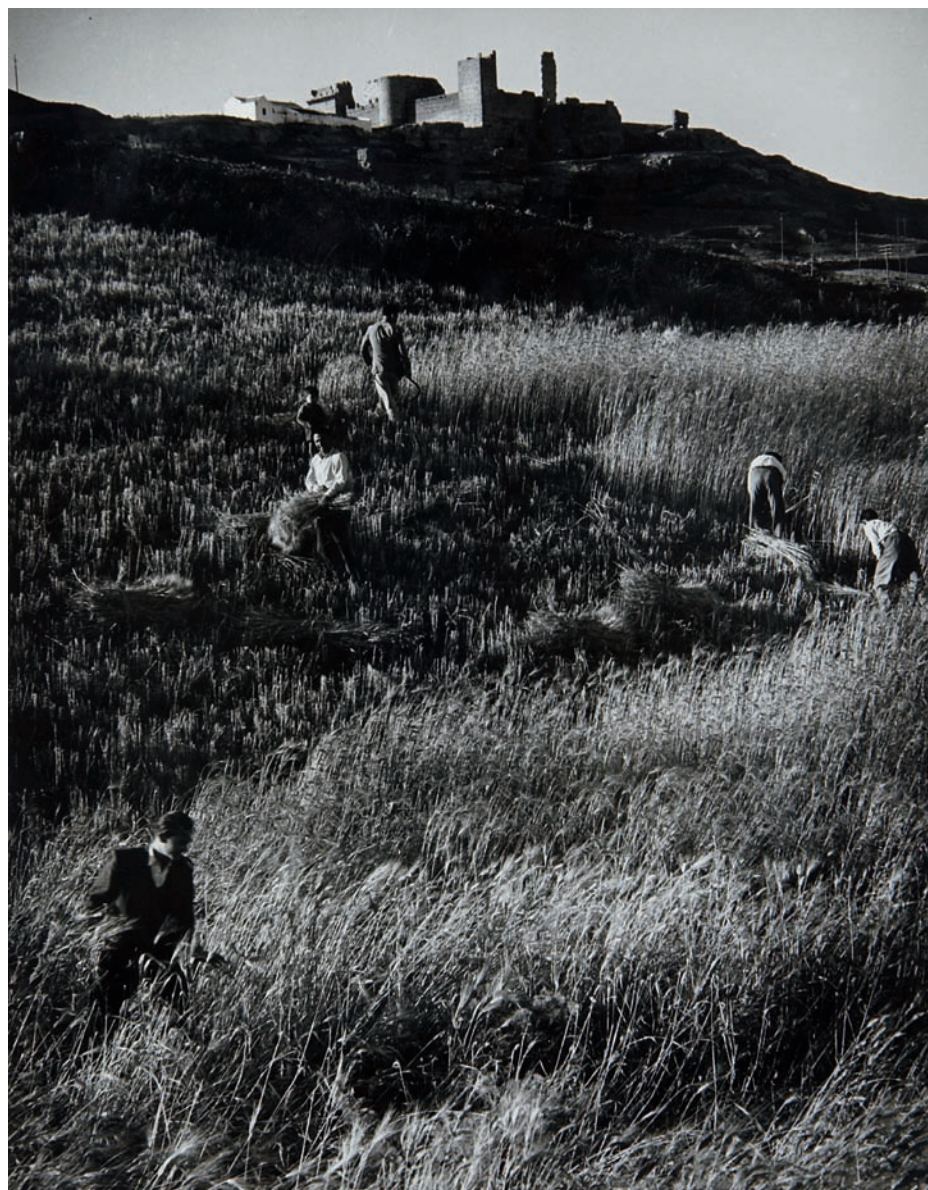
13½ x 10¼ in. (33.3 x 26 cm)

Estate credit stamp on the verso.

**Estimate** \$5,000-7,000**PROVENANCE**Photograph: Gallery of Photography, Inc., New York  
Gift of a Chicago Family Collection, 1993**LITERATURE**Aperture, *W. Eugene Smith: Let the Truth be the Prejudice*, p. 145Aperture, *W. Eugene Smith: Master of the Photographic Essay*, p. 82

Life, 9 April 1951

76





77

**W. EUGENE SMITH** 1918-1978

*Untitled from As From My Window I Sometimes Glance*, 1957-1958

Gelatin silver print.

16½ x 13½ in. (42 x 34.3 cm)

Estimate \$3,000-5,000

**PROVENANCE**

Photograph: Gallery of Photography, Inc., New York  
Gift of a Chicago Family Collection, 1986

78

**W. EUGENE SMITH** 1918-1978

*Untitled*, n.d.

Gelatin silver print.

7½ x 13½ in. (19.1 x 33.3 cm)

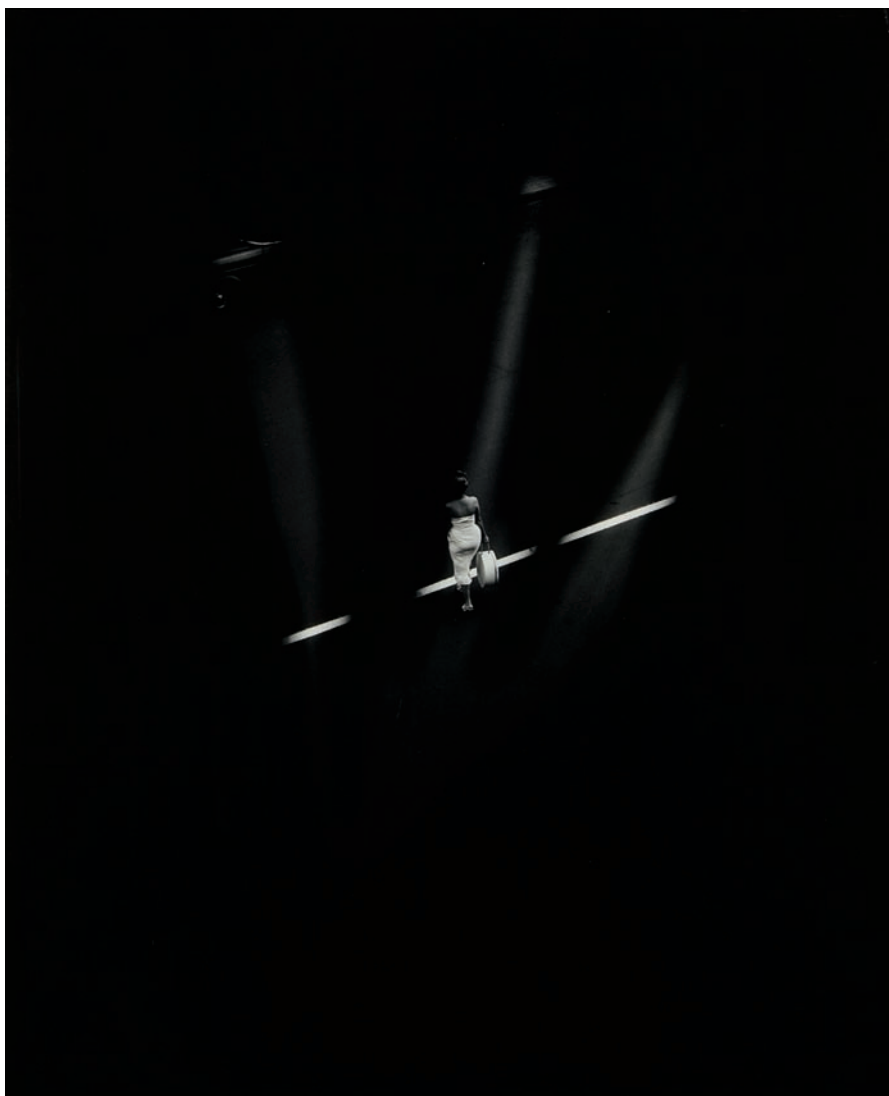
Estate credit stamp on the reverse of the mount.

Estimate \$5,000-7,000

**PROVENANCE**

Photograph: Gallery of Photography, Inc., New York  
Gift of a Chicago Family Collection, 1986

77



78





PROPERTY FROM THE COLLECTION OF ROBERT A. TAUB,  
SOLD TO BENEFIT THE ACQUISITION FUNDS

**IRVING PENN** 1917-2009

*Mermaid Dress (Rochas), Lisa Fonssagrives-Penn*, 1950

Platinum-palladium print, printed 1979.

19½ x 19⅝ in. (49.5 x 49.8 cm)

Signed, titled, numbered 2/25, annotated 'Paris' in pencil, Condé Nast copyright credit reproduction limitation and edition stamps on the reverse of the aluminum flush-mount.

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

**LITERATURE**

The Art Institute of Chicago, *Irving Penn: A Career in Photography*, p. 179

Knopf/Callaway, *Irving Penn: Passage, A Work Record*, p. 81

Szarkowski, *Irving Penn*, pl. 58

*Vogue*, 15 September 1950, p. 134

In 1950, *Vogue* photographer Irving Penn was commissioned to photograph the Paris haute-couture collections. Penn had already established his reputation as a trailblazing fashion photographer, celebrated for his minimalist settings and his emphasis on volume, texture, and silhouette. He requested that *Vogue* set him up in a studio with ample natural light, on the seventh floor of a defunct photography school. Over the course of ten days Penn worked with three of the leading models of the day— Régine, Jean Patchett, and, as seen in the current lot, Lisa Fonssagrives, in a variety of poses that showcased the groundbreaking fashions of postwar Paris. The statuesque Fonssagrives, just shy of her fortieth birthday and in the prime of her career—she and Penn had married earlier in the year—is seen wearing a dress by Marcel Rochas, among the most celebrated couturiers at the time. The dramatic silhouette of the gown is accentuated by the voluminous ruffled skirt and the ethereal shawl that is elegantly draped around her torso. *Mermaid Dress (Rochas), Lisa*

*Fonssagrives-Penn* is an homage to fashion, to Penn's new consort, and to his distinct eye for the elegant and the awe-inducing.

In 1997, Irving Penn donated his archive to the Art Institute of Chicago. Divided in two parts—the paper archives and the photographic archives—the gift offers a window into the career of the legendary photographer and also helped establish the Art Institute as a leading repository for his work. Comprised of negatives, transparencies, contact sheets and test prints, including the *Vogue* tear sheet where *Mermaid Dress (Rochas), Lisa Fonssagrives-Penn* originally appeared, the photographic archive complements the extensive collection of Penn exhibition prints in the Art Institute's collection which encompasses over 200 works. The print offered here, a duplicate to the platinum-palladium print held in that gift, was one of the first in the edition made by Penn in 1979 and was purchased soon afterward by Mr. Taub.









80

**JOHN SZARKOWSKI** 1925-2007

*Selected Images from The Idea of Louis Sullivan*, circa 1954

Five gelatin silver prints, one printed later.

Each approximately 7½ x 9½ in. (18.1 x 23.2 cm) or the reverse.

Each with 'The Art Institute of Chicago' collection label affixed to the reverse of the mat.

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

**PROVENANCE**

Gift of Mrs. Daniel Brenner, 1978

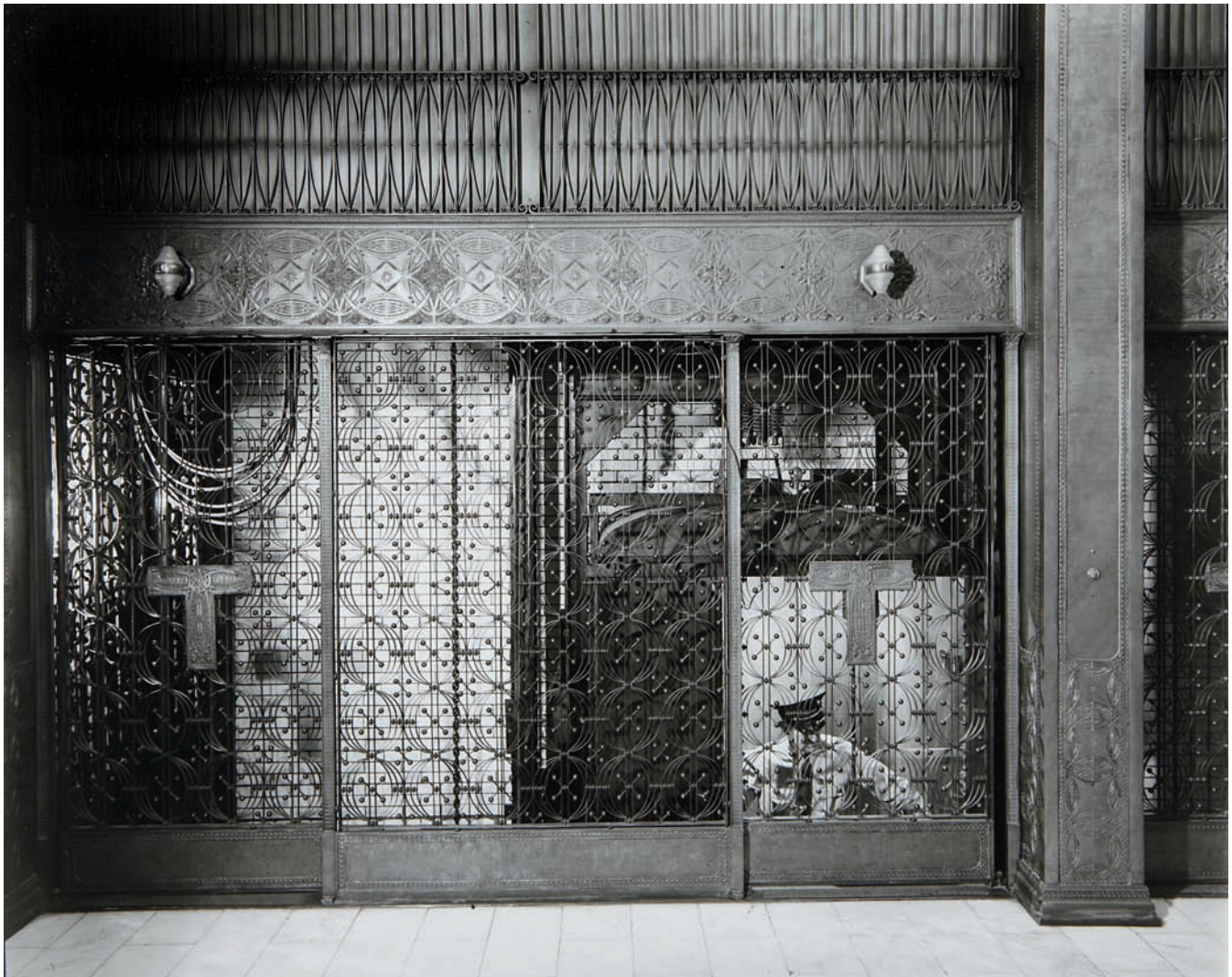
**LITERATURE**

Bulfinch Press, *John Szarkowski: The Idea of Louis Sullivan*, pp. 33, 39, 95, 150 and 156

Szarkowski, *John Szarkowski: Photographs*, pls. 17-18

Titles include: *The Chicago Auditorium*, 1886-1889; *The Schlesinger-Meyer (now Carson Pirie Scott) Department Store*, Chicago, 1899-1904. Demolished, 1970-1971; *The Chicago Auditorium*, 1886-1889; *The National Farmers (now Norwest) Bank*, Owatonna, Minnesota, 1907-1908; *The Chicago Stock Exchange (later 30 North LaSalle Building)*, 1893-1894



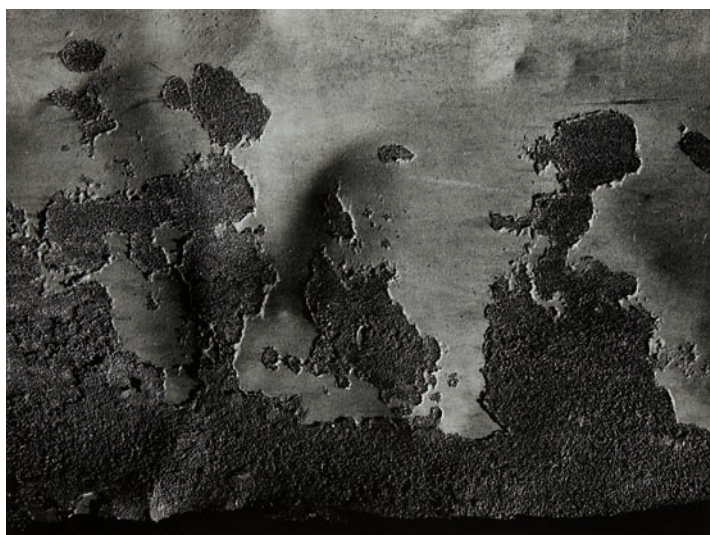




81



(i)



(ii)



(iii)

81

**AARON SISKIND** 1903-1991*Selected Images, 1948-1949*

Three gelatin silver prints, one printed 1957, two printed no later than 1977. Varying sizes from 9 $\frac{7}{8}$  x 13 $\frac{1}{8}$  in. (25.1 x 33.3 cm) to 12 $\frac{1}{4}$  x 16 $\frac{1}{4}$  in. (31.1 x 41.3 cm) Each signed, titled, dated and annotated in pencil on the verso; two with 'The Art Institute of Chicago' collection label affixed to the reverse of the mat.

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

**PROVENANCE**

Gift of Richard L. Menschel, 1977

Titles include: (i) *Maine 15*, 1949 (printed 1957) (ii) *Chicago*, 1948 (iii) *Humbolt, Arizona 15*, 1949

82

**WYNN BULLOCK** 1902-1975*Nude in Window, 1954*

Gelatin silver print.

9 $\frac{1}{8}$  x 7 $\frac{1}{4}$  in. (23.2 x 18.4 cm)

Signed, annotated 'Mtry. Calif' in pencil, titled, dated in ink, '155 Mar Vista Dr.' credit and credit reproduction limitation stamps on the verso.

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

**PROVENANCE**

Gift of David C. and Sarajeon Ruttenberg, 1991

82







(i)



(ii)



(iii)



(iv)

## 83

### YASUHIRO ISHIMOTO 1921-2012

*Selected Images, 1948*

Four gelatin silver prints, printed no later than 1962.

Each approximately 7½ x 9¾ in. (19.2 x 24.7 cm) or the reverse.

Each with 'The Art Institute of Chicago' collection label affixed to the reverse of the mount.

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

#### PROVENANCE

Gift of Mrs. Jack Diamond, 1962

#### LITERATURE

The Art Institute of Chicago, *Yasuhiro Ishimoto*, pp. 91, 118

Born in San Francisco but raised in Japan, Yasuhiro Ishimoto returned to the United States in 1939, studying architecture at Northwestern University in the Chicago suburb of Evanston. Interned in an American concentration camp for two years during World War II, Ishimoto chose to return to Chicago in 1944, and in 1948 he entered the Institute of Design. Studying under Harry Callahan and Aaron Siskind, Ishimoto developed a passion for photography and the city of his studies, memorialized years later in his great book, *Chicago, Chicago* (1969).

Ishimoto returned in 1953 to Japan, where his unique amalgam of Chicago-school modernism with elements of the fertile and innovative Japanese photography scene further galvanized his creativity. Ishimoto returned only once more to live in the United States, again in Chicago, in 1958-1961. During this time the Art Institute gave him a one-person show, as a result

of which the first purchases and gifts entered the collection, including the prints offered here. Settled once again in Japan, Ishimoto continued to have a lengthy and much-recognized career. His works were featured at the Museum of Modern Art in 1974; the Rencontres Internationales in Arles, in 1994; and, again, at the Art Institute in 1999. The museum now holds several hundred of his photographs, including the most extensive collection of Ishimoto's vintage prints anywhere in the world.

Titles include: (i) *Japanese child wearing striped cloth with mask and spectacles, 1949* (ii) *Little girl looking through fence by which a man is standing, 1948* (iii) *Japanese food market, 1948* (iv) *Stone bridge of Amanohashidate from Katsura, 1948*





(i)



(ii)



(iii)

84

**YASUHIRO ISHIMOTO** 1921-2012

*Selected Images, 1949-1950*

Three gelatin silver prints, printed 1970s.

Varying sizes from 7½ x 7½ in. (20 x 19.4 cm) to 7½ x 9¾ in. (19.1 x 24.8 cm) or the reverse.

Each signed in pencil on the verso.

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

**PROVENANCE**

Gift of David C. and Sarajeon Ruttenberg, 1992

**LITERATURE**

The Art Institute of Chicago, *Yasuhiro Ishimoto*, pp. 46, 78

Titles include: (i) *Young girl with three children behind, wearing long dress, 1949-1950* (ii) *Chicago, 1950* (iii) *Chicago, 1954*





85

**YASUHIRO ISHIMOTO** 1921-2012*SC 12, Chicago, 1959-1961*

Gelatin silver print, printed 1990s.

7½ x 9½ in. (18.1 x 25.1 cm)

Signed in pencil and blindstamp credit in the margin.

Estimate \$3,000-5,000

**PROVENANCE**

Gift of Yasuhiro and Shigeru Ishimoto, 1999

**LITERATURE**The Art Institute of Chicago, *Yasuhiro Ishimoto*, p. 100

86

**YASUHIRO ISHIMOTO** 1921-2012*Chicago, 1951*

Two gelatin silver prints, printed 1970s.

Each approximately 7½ x 7½ in. (20 x 19.4 cm)

Each signed and numbered '697', '698', respectively, in pencil on the verso.

Estimate \$3,000-5,000

**PROVENANCE**

Purchased from the photographer

Gift of David C. and Sarajeane Ruttenberg, 1992

**LITERATURE**The Art Institute of Chicago, *Yasuhiro Ishimoto*, pp. 66-67





87

**HARRY CALLAHAN** 1912-1999

*Dearborn Street, Chicago, 1948*

Gelatin silver print, printed no later than 1963.

7¼ x 9¼ in. (18.4 x 23.5 cm)

'The Art Institute of Chicago' collection label affixed to the reverse of the mat.

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

In 1946, Callahan moved with his wife Eleanor to Chicago, after being appointed by László Moholy-Nagy (who sadly died that fall) to teach photography at the Institute of Design (ID). Moholy-Nagy and Ansel Adams formed the dueling impulses for Callahan's work, which achieved a personal yet widely influential synthesis of European experimentation and plainspoken American grandeur. As a teacher at the ID from 1946 until 1961, Callahan mentored other budding photographers through example. He wandered the street and parks of Chicago alone, or with his students, taking photographs almost every day and developing the negatives at night. He made his own prints and never cropped his images. Simply titled *Chicago*, 1946, lot 88 was taken and printed at the very beginning of the seventeen years Callahan spent there. Reduced to a flat plane of

**PROVENANCE**

Gift of Louise Lutz, 1963

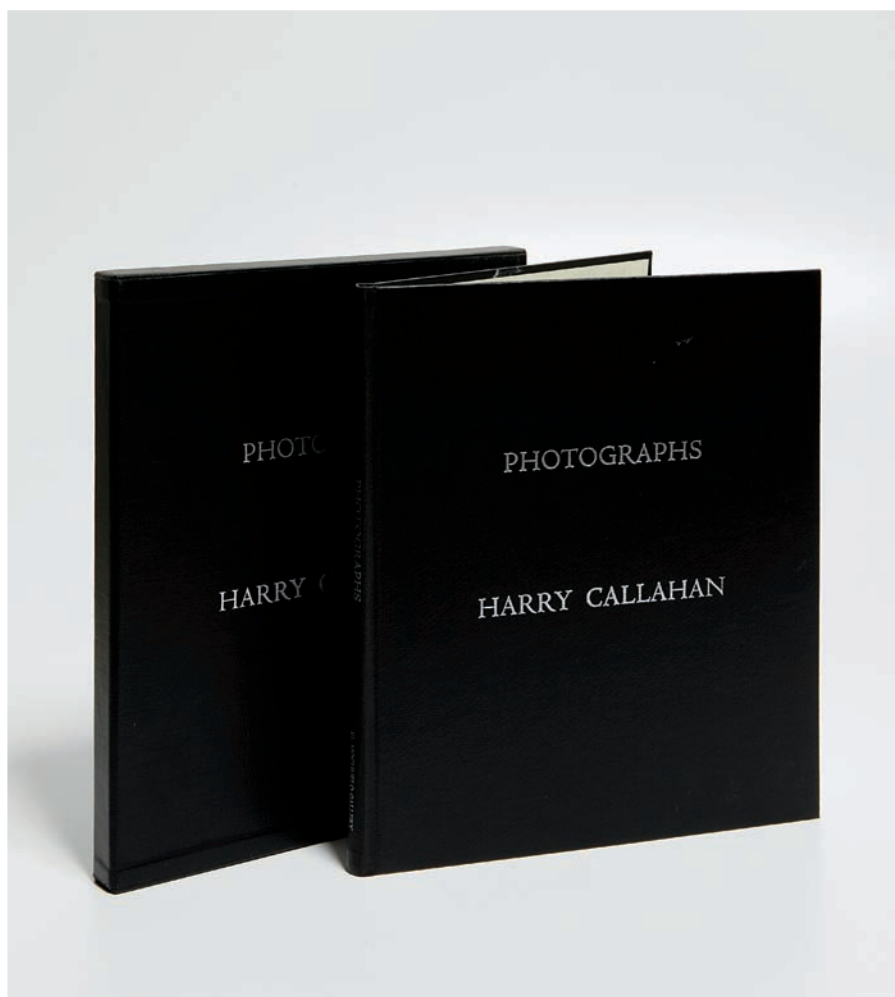
**LITERATURE**

Szarkowski, *Callahan*, p. 78

windswept sand and seemingly lacking a subject, Chicago is a bold postwar image that exemplifies at the start Callahan's long-term goals: "I think nearly every artist continually wants to reach the edge of nothingness—the point where you can't go any further."

*Dearborn Street, Chicago, 1948* (lot 87)—a stunning image of a building façade transformed into an allover pattern of black and white rectangles—was chosen to illustrate the 1951 announcement for the opening of a gallery devoted to photography at the Art Institute. The inaugural exhibition, *Creative and Penetrating Photographs by Harry Callahan*, was also the photographer's first solo exhibition in a museum.





88

**HARRY CALLAHAN** 1912-1999*Chicago, 1946*

Gelatin silver print.

8 $\frac{7}{8}$  x 13 $\frac{1}{2}$  in. (22.5 x 34.3 cm)

Signed in pencil on the mount.

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

Gift of Matthew Horn, 1988

89

PROPERTY FROM THE COLLECTION OF ROBERT A. TAUB,  
SOLD TO BENEFIT THE ACQUISITION FUNDS**HARRY CALLAHAN** 1912-1999*Photographs*

Santa Barbara: El Mochuelo Gallery, 1964.

12 $\frac{3}{4}$  x 10 $\frac{7}{8}$  x  $\frac{1}{2}$  in. (32.4 x 27.6 x 1.3 cm)126 black and white photographs. Black cloth, front cover  
and spine lettered in silver. Enclosed in the original black  
cloth slipcase.**Estimate** \$1,200-1,800





90

**LOU STOUMEN** 1917-1991

*Forty Years: Lou Stoumen*

New York: The Witkin Gallery and Los Angeles: G. Ray Hawkins Gallery, 1980-1981. Twenty gelatin silver prints.

Each approximately 17 $\frac{5}{8}$  x 13 $\frac{1}{4}$  in. (44.8 x 33.7 cm) or the reverse.

Each signed in ink in the margin and accompanied by a sleeve with printed title, date and description. Signed and numbered 10/50 in ink on the Colophon. Contained in an archival aluminum portfolio case.

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

**PROVENANCE**

Purchased from the photographer, circa 1980  
Gift of David C. and Sarajeane Ruttenberg, 1993







91

**HARRY CALLAHAN** 1912-1999*Wisconsin*, circa 1954

Gelatin silver print, mounted.

14¾ x 18⅞ in. (37.5 x 47.9 cm)

Estimate \$4,000-6,000

**PROVENANCE**

Gift of Dr. Edith B. Farnsworth, 1970

92

**HARRY CALLAHAN** 1912-1999*Chicago*, circa 1949

Gelatin silver print, printed later.

7½ x 9½ in. (19.1 x 24.1 cm)

Signed in pencil on the verso.

Estimate \$4,000-6,000

**PROVENANCE**

Gift of Helen Harvey Mills, 1974

**LITERATURE**Szarkowski, *Callahan*, p. 105





93

**GARRY WINOGRAND** 1928-1984

*Selected Images, 1960-1975*

Three gelatin silver prints, two printed later.

Each approximately 8 $\frac{3}{8}$  x 12 $\frac{5}{8}$  in. (21.3 x 32.1 cm)

One signed and annotated 'A/C' in pencil on the mount; two with 'The Art Institute of Chicago' collection label affixed to the reverse of the mat.

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

**PROVENANCE**

Halsted Gallery, Michigan, 1976

Purchased from the photographer, 1978

Gift of Sal Lopes, 1991

**LITERATURE**

Szarkowski, *Garry Winogrand: Figments from the Real World*, p. 65

Titles include: *Untitled (four women on street)*, New York, 1967; *Austin, Texas*, 1975; *Coney Island, New York*, circa 1960







94

**ROBERT FRANK** b. 1924

*Chicago*, 1956

Gelatin silver print, printed 1977.

13 $\frac{3}{8}$  x 9 in. (34 x 22.9 cm)

Signed, titled and dated in ink in the margin; 'Robert Frank Archive' stamp on the verso.

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

**PROVENANCE**

Gift of Sherry and Alan Koppel, 1984

**LITERATURE**

Greenough, *Looking In: Robert Frank's The Americans*, pp. 305 and 482, Contact Sheet #79

Scalo, *The Americans*, pl. 79





## 95

**GARRY WINOGRAND** 1928-1984

*Apollo II Moon Shot, Cape Kennedy, Florida, 1969*

Gelatin silver print, printed later.

8 $\frac{5}{8}$  x 13 $\frac{1}{8}$  in. (21.9 x 33.3 cm)

Signed in pencil on the verso.

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

**PROVENANCE**

Gift of Boardroom, Inc., 1992

**LITERATURE**

Szarkowski, *Garry Winogrand: Figments from the Real World*, p. 153

T.F. Editores, *Garry Winogrand: The Game of Photography*, p. 67

## 96

**DENNIS STOCK** 1928-2010

*Selected Images, 1955-1958*

Nine gelatin silver prints, two from *Portraits of a Young Man, James Dean, 1956*.

Each approximately 12 $\frac{7}{8}$  x 8 $\frac{7}{8}$  in. (32.7 x 22.5 cm) or the reverse.

Each with 'The Art Institute of Chicago' collection label affixed to the reverse of the mount.

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

**PROVENANCE**

Gift of the photographer, 1963

Titles include: *James Dean, Fairmount, Indiana, 1955*; *Bruno Walter listening to playback at Columbia Studios, New York City, 1959*; *James Dean in the old school house, Fairmount, Indiana, 1955*; *Stravinsky recording session at Columbia Studios, New York City, 1957*; *Stravinsky recording session at Columbia Studios, New York City, 1957*; *Germain des Prés, Paris, France, 1958*; *Budapest, Hungary, 1958*; *Backstage at Town Hall. American Jazz musician Stan Getz. He was just thirty when this image was taken. His nickname was 'The Sound', NYC, 1958*; *The American saxophonist Coleman Hawkins, 1958*





97

PROPERTY FROM THE COLLECTION OF ROBERT A. TAUB,  
SOLD TO BENEFIT THE ACQUISITION FUNDS

**ROBERT FRANK** b. 1924

*En Route from New York to Washington, Club Car*, 1957

Gelatin silver print, probably printed 1960s.

8½ x 12½ in. (20.6 x 31.8 cm)

Signed, titled 'Club Car NY - Washington', dated in ink in the margin;  
copyright and 'Robert Frank Archive' stamps on the verso.

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

**PROVENANCE**

Janet Borden Gallery, New York, 1989

**LITERATURE**

National Gallery of Art, Washington/Steidl, *Looking In: Robert Frank's The Americans*, pp. 219 and 462, contact sheet #8

Scalo, *The Americans*, pl. 8





98

**HARRY CALLAHAN** 1912-1999

*Selected Images*, 1950s

Seven gelatin silver prints.

Each approximately 9 x 13½ in. (22.9 x 34.3 cm)

Each with 'The Art Institute of Chicago' collection label affixed to the reverse of the mount.

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

**PROVENANCE**

Gift of Edith B. Farnsworth, 1969



The seven pictures of pigeons in various states of flight illustrate Harry Callahan's photography as an intuitive process based on spontaneous action, akin to contemporaneous "action painting"—but with a camera. "I can't say what makes a picture. I can't say. It's mysterious," Callahan remarked late in his life. "You open the shutter and let the world in." These pictures were donated to the Art Institute by Dr. Edith Farnsworth, best known for her famous modernist home (the Farnsworth House, Plano, IL, 1945-1951) designed by Ludwig Mies van der Rohe, who taught at Illinois Institute of Technology, home to Callahan's school, the Institute of Design. Today these images are little known, but in 1962 Callahan included one of them in an exhibition he had with Robert Frank at the Museum of Modern Art.









99

**HAROLD EUGENE EDGERTON** 1903-1990*Circus trapeze acts*, 1949

Gelatin silver print.

9½ x 7¼ in. (23.2 x 18.4 cm)

Credit 'M.I.T. Cambridge, Mass.' and estate credit stamp on the verso.

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

Gift of the Harold and Esther Edgerton Family Foundation, 1996

100

**MARGARET BOURKE-WHITE** 1904-1971*Migrating Snow Geese*, 1952

Gelatin silver print.

15½ x 19 in. (38.4 x 48.3 cm)

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

Purchased from the photographer, 1957

**EXHIBITED***Photographs by Margaret Bourke-White*, The Art Institute of Chicago, 15 May- 1 July 1956**LITERATURE**Cornell University, *Margaret Bourke-White: Photojournalist*, p. 102



101



101

**ARTHUR SIEGEL** 1913-1979

*Selected Images*, 1953

Three dye transfer prints.

Each approximately 8¾ x 13 in. (22.2 x 33 cm) or the reverse.

Each with 'The Art Institute of Chicago' collection label affixed to the reverse of the mat.

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

**PROVENANCE**

Gift of the Illinois Arts Council, 1976

Titles include: *France*, 1953; *Italy*, 1953; *France*, 1953



102

**AARON SISKIND** 1903-1991

*Uruapan, Mexico*, 1955

Gelatin silver print.

10½ x 13½ in. (25.7 x 33.3 cm)

Signed, titled and dated in ink on the reverse of the mount.

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

**PROVENANCE**

Gift of David C. and Sarajeon Ruttenberg, 1991

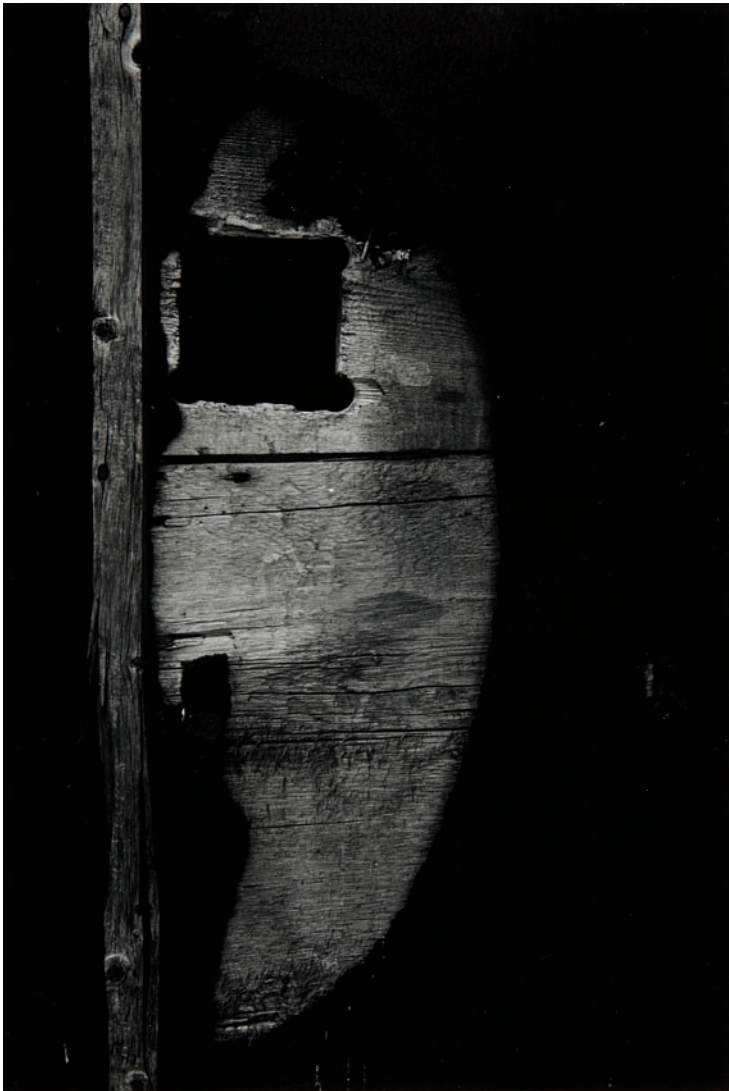
**LITERATURE**

The Art Institute of Chicago, *The Intuitive Eye: Photographs from the David C. & Sarajeon Ruttenberg Collection*, pl. 41

102







103

**AARON SISKIND** 1903-1991*Gloucester 25, 1944*

Gelatin silver print, printed later.

12 $\frac{7}{8}$  x 8 $\frac{5}{8}$  in. (32.6 x 22 cm)

Signed, titled, dated and annotated 'Gl 25 '44 3' in pencil on the verso.

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

Gift of Emanuel and Edithann M. Gerard, 1992

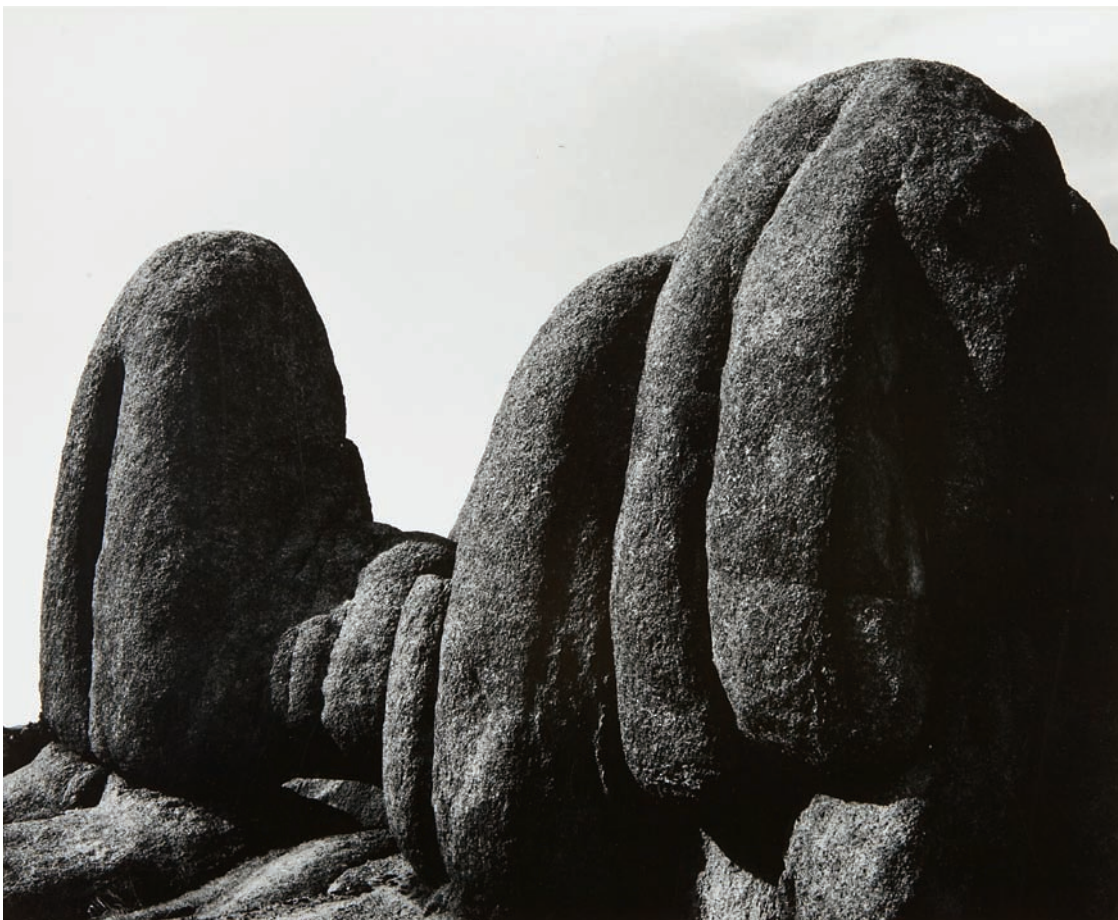
104

**AARON SISKIND** 1903-1991*Natural Forms, Granite Dells, Arizona, 1949*

Gelatin silver print, printed no later than 1964.

13 $\frac{1}{8}$  x 16 $\frac{1}{4}$  in. (33.3 x 41.3 cm)**Estimate** \$4,000-6,000**PROVENANCE**

Gift of Aaron Siskind, 1964







105

**FREDERICK SOMMER** 1905-1999

*Paracelsus*, 1960

Gelatin silver print.

13¼ x 10 in. (33.7 x 25.4 cm)

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

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

**PROVENANCE**

Gift of David C. and Sarajean Ruttenberg, 1991

**LITERATURE**

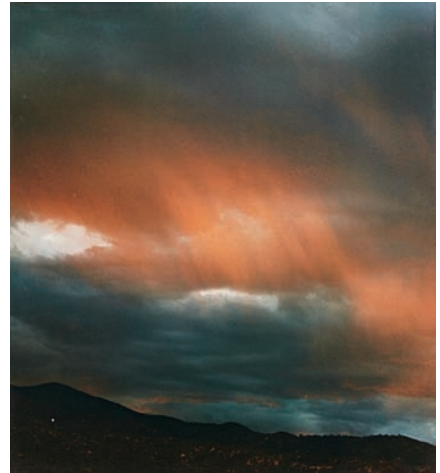
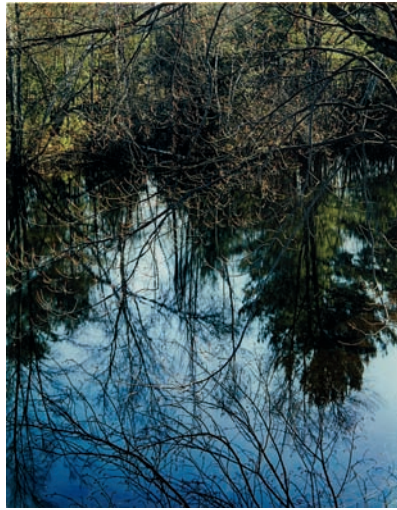
University of Arizona Press, *Sommer Images*, pl. 1 there dated 1957

Yale University Press, *The Art of Frederick Sommer: Photography, Drawing, Collage*, p. 149 there dated 1959

In 1957, Frederick Sommer began to make camera-less photographs— a process that would later greatly impact contemporary photography. One of his most famous images created in this method is *Paracelsus*, which the photographer conjured up by squeezing oil paint between cellophane and then letting light pass through onto sensitized paper. Sommer named the resulting apparition after the Northern Renaissance doctor, alchemist and philosopher who made important contributions to both science and medicine while seeking hidden knowledge through occult practices.

Other prints of this image are in the collections of the Art Institute of Chicago, the Victoria and Albert Museum, London, the Norton Simon Museum, Pasadena, the National Gallery of Art, Washington, D.C. and the J. Paul Getty Museum, Los Angeles.





106

**ELIOT PORTER** 1901-1990

*Selected Images, 1957-1984*

Twelve dye transfer prints.

Varying sizes from 9¾ x 7¾ in. (24.8 x 19.7 cm) to 10½ x 7¾ in. (25.7 x 19.7 cm) or the reverse.

Each signed in pencil on the mount; each with credit stamp on the reverse of the mount; each with 'The Art Institute of Chicago' collection label affixed to the reverse of the mat.

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

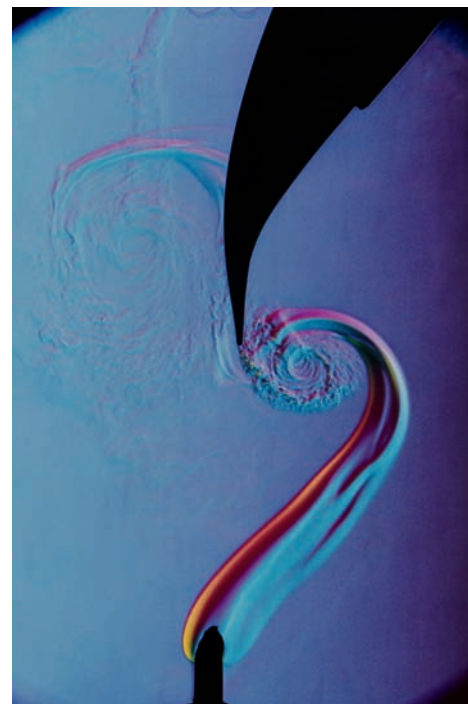
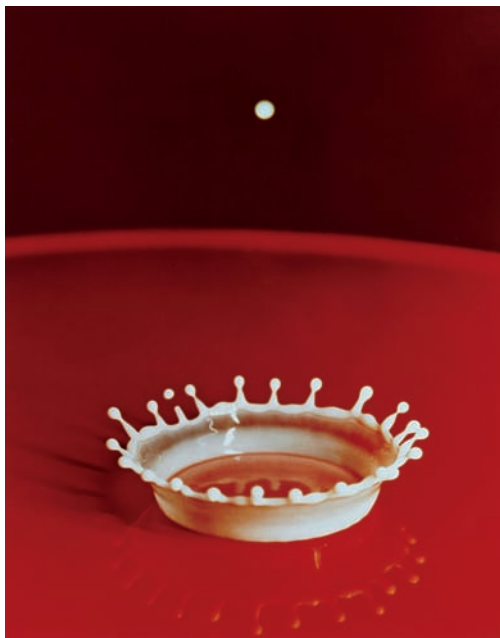
**PROVENANCE**

Anonymous gift in honor of Hugh Edwards, 1980 (10 prints)

Gift of Douglas Cole, 2007 (2 prints)

Titles include: *Glen Canyon*, 1965; *Maple Branch and Tree Trunks*, *Great Smoky Mountains, Tennessee*, 1967; *Birch Log*, *Great Spruce Head Island, Maine*, 1984; *Columbine Leaves*, *Maine*, 1974; *Shad Tree in Bloom*, *Great Smoky Mountains, Tennessee*, 1968; *Long Canyon*, *Glen Canyon, Utah*, 1965; *Poplar Tree*, *New Hampshire*, 1957; *Red Rain*, *New Mexico*, 1958; *Escolante River*, 1962; *Untitled (Dolphins)*, 1966; *Reflections in Pond*, *New Hampshire*, 1961; *Trees in Early Spring Leaf*, *Great Smoky Mountains, Tennessee*, 1968





107

**HAROLD EUGENE EDGERTON** 1903-1990

*Seeing the Unseen*

Boston: Gus Kayafas, 1977. Seven gelatin silver and five dye transfer prints.

Varying sizes from 9¾ x 11½ in. (23.8 x 29.2 cm) to 13½ x 10⅝ in. (34.3 x 27 cm) or the reverse.

Each signed, numbered 21/60 and two titled, all in pencil on the verso.

Title page. Colophon. Enclosed in a Hartnett Archival portfolio box.

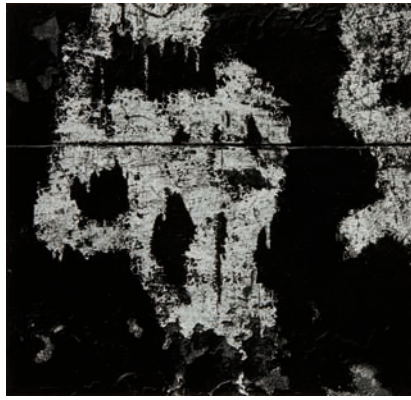
**Estimate** \$10,000-15,000

**PROVENANCE**

Gift of the Vision Gallery, 1980

Titles include: *Milk Drop Coronet*, 1957; *Bullet Through Apple*, 1964; *Fan and Flame Vortex (Schlieren Method)*, 1973; *Bullet Through A Jack*, 1964; *Densmore Shut Bends the Shaft*, 1938; *Swirls and Eddies: Tennis*, 1939; *Gussie Moran Tennis Serve*, 1952; *Pole Vaulter David Tork*, 1964; *Bullet Through Plexiglas*, 1962; "Home Brew": *Getting Off the Horse Quickly*, 1940; *A Girl and Her Horse*, 1941; *Football Kick - Wesley E. Fesler*, 1934





108

**AARON SISKIND** 1903-1991

*Selected Images, 1947-1978*

Ten gelatin silver prints, four printed later.

Varying sizes from 6½ x 12¼ in. (16.8 x 31.1 cm) to 8¾ x 13½ in. (21.8 x 33.3 cm) or the reverse.

Seven signed, titled and dated in ink in the margin; three signed and each annotated in pencil on the verso.

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

**PROVENANCE**

Gift of Charles Levin, 1991 (1 print)

Gift of Emanuel and Edithann M. Gerard, 1991, 1992 (6 prints)

Gift of Dr. Waldo and Suzanne Fielding, 1992 (2 prints)

Gift of Jack A. Jaffe, 2001 (1 print)

**LITERATURE**

powerHouse Books, *Aaron Siskind 100*, n.p.

Titles include: *Badlands 72*, 1970; *New York 4*, 1976; *Rome 6 (Homage to Franz Kline)*, 1973; *San Luis Potosi 24*, 1961; *Japala 6 (Homage to Franz Kline)*, 1973; *Martha's Vineyard 8*, 1949; *New York 150*, 1976; *New York 22*, 1978; *Chicago*, 1947; *Durango 8*, 1961





109

**BILL BRANDT** 1904-1983

*East Sussex Coast, 1979*

Gelatin silver print.

8¾ x 7¾ in. (22.2 x 18.7 cm)

Credit stamp on the verso.

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

**PROVENANCE**

Gift of Steven E. and Phyllis Gross, 2003





110

**BILL BRANDT** 1904-1983*Nude, East Sussex Coast, circa 1960*

Gelatin silver print.

8¾ x 7½ in. (22.2 x 19.1 cm)

Credit stamp on the verso.

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

Gift of Lawrence D. and Sybil Hite, 2006



111

**BILL BRANDT** 1904-1983*London, 1960*

Gelatin silver print, printed later.

12⅞ x 10⅞ in. (32.7 x 27.6 cm)

Signed in ink on the mount; 'The Art Institute of Chicago' collection label affixed to the reverse of the mat.

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

Gift of Helen Harvey Mills, 1974

**LITERATURE**Amphoto, *Bill Brandt: Perspective of Nudes*, pl. 84





112

**RICHARD AVEDON** 1923-2004

*Nastassja Kinski and the Serpent, Los Angeles, California, June 14, 1981*

Gelatin silver print.

28½ x 42¾ in. (72.4 x 108.6 cm)

Signed and numbered 52/200 in pencil on the mount.

Estimate \$70,000-90,000

**PROVENANCE**

G. Ray Hawkins Gallery, Santa Monica, 1984

Gift of David C. and Sarajeon Ruttenberg, 1986

**LITERATURE**

Fraser, *On the Edge: Images from 100 Years of Vogue*, pp. 232-233

Random House, *Richard Avedon: Evidence 1944-1994*, p. 162 for a variant





113

PHOTOGRAPH FROM THE COLLECTION OF NEIL ROSS &  
LYNN E. HAUSER, SOLD TO BENEFIT THE ACQUISITION FUNDS

**HELMUT NEWTON** 1920-2004

*Domestic Nude XI, Los Angeles, 1992*

Gelatin silver print.

18 x 13<sup>5</sup>/<sub>8</sub> in. (45.7 x 34.6 cm)

Signed, titled, dated, numbered 15/15 in pencil, copyright credit,  
reproduction limitation and publisher stamps on the verso.

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

**PROVENANCE**

Christie's, Los Angeles, 10 December 1998, lot 165





114

**ROBERT HEINECKEN** 1931-2006

*Cliché Vary/Lesbianism*, 1974

Unique construction of sixteen canvas panels with photographic emulsion and pastel chalk.

Each panel 9 $\frac{7}{8}$  x 10 in. (25 x 25.4 cm)

Overall 41 $\frac{1}{8}$  x 41 $\frac{1}{8}$  in. (104.5 x 104.5 cm)

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

**PROVENANCE**

Gift of Boardroom, Inc., 1992

**EXHIBITED**

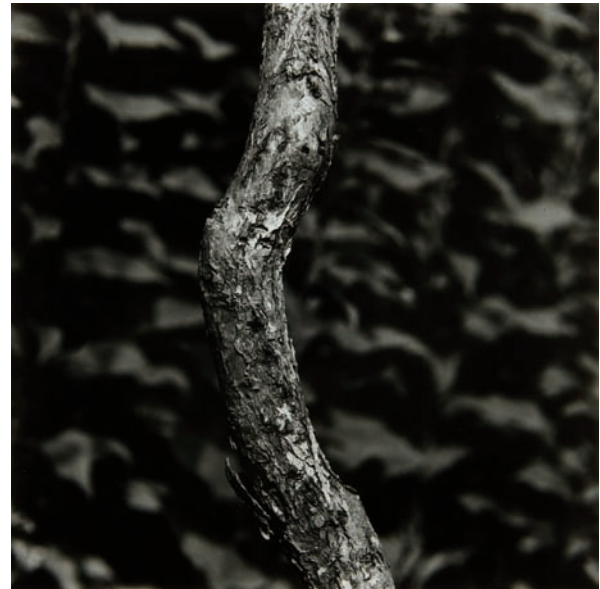
*Robert Heinecken: Object Matter*, The Museum of Modern Art, New York, 15 March- 7 September 2014

**LITERATURE**

The Museum of Modern Art, *Robert Heinecken: Object Matter*, pl. 68

As a self-described “paraphotographer,” Robert Heinecken created a visual language that transcended the traditional tenets of photography. The current lot was taken ten years after the celebrated photographer established the nation’s first photography department at UCLA. During his tenure as professor and mentor, Heinecken aimed to blur the lines between photography, sculpture, collage and printmaking. In *Cliché Vary/Lesbianism*, Heinecken presents a four-by-four grid comprised of multiple angles, duplicate details and hand-coloring that collectively disrupt any linear understanding of the final composition. As a hybrid of multiple mediums the work stands at the nexus of postmodernism by constructing an image that challenges our assumptions of inherent truth both in the medium of photography and in our social presentations of sex and gender.





115

## VARIOUS ARTISTS

*Art Institute of Chicago Portfolio*

Chicago: Charles and Ruth Levy Foundation/ The Art Institute of Chicago, 1976. Eighteen prints in various mediums.

Varying sizes from 8½ x 14½ in. (20.6 x 37.1 cm) to 15½ x 19½ in. (39.7 x 49.8 cm) or the reverse.

Sixteen variously signed, titled, dated, numbered and annotated on the recto, margin or verso. Each accompanied by a sleeve with printed credit. Colophon with introduction and afterward. Enclosed in a linen clamshell portfolio case with printed title, date and publisher.

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

## PROVENANCE

Gift of Barbara Kipper, 1991

This limited edition portfolio was produced in commemoration of the centennial year of the School of the Art Institute of Chicago. It represents nine faculty of the 1975-1976 Photography Department at the School of the Art Institute of Chicago and nine former visiting artists. Artists include: Robert Heinecken, Aaron Siskind, Kenneth Josephson, Harold Allen, Linda Connor, Joyce Neimanas, Frank Barsotti, Barbara Crane, Bonnie Donohue, Fred Endsley, Robert Fichter, Joseph Jachna, William Larson, Bart Parker, Keith Smith, Charles Swedlund, Alex Sweetman and Edward West





Since the liberating period of the early '70s the sale of fine lingerie in the United States has declined steadily, causing drastic financial problems demanding dramatic new creative marketing systems. Following the seminal lead of Maidenform®, one leading manufacturer teamed up with an important advertising agency and devised this brilliant solution.

First, they surveyed a wide variety of women's skin colors and textures, ethnic physical types, anatomic age differences etc and set out to design a unique line of lingerie based on these statistical findings. Using a new secret, permanent, high resolution reproduction system they printed various images of the nude female body directly onto the surface fabric of the undergarments and sleepwear. The results are illustrated here.

This entire process functions on several important socio/fashion levels. a. It allows the wearer to project personal freedom and modern-ness, while remaining literally covered. b. It provides support for the figure when needed, but disguises the implication of that need. c. It offers a wide variety of choices relating to skin color, texture and

anatomic structure regardless of actual attributes or circumstances. d. It questions, in a fascinating way, the debatable on-going concept that partially covering the erotic zones is actually more sexual than exposing them. e. Most importantly, it requires that one owns the lingerie in order to experience and test these levels.



Socio/Fashion Lingerie

1/12 Barnekin 1982

116

**ROBERT HEINECKEN** 1931-2006

*Socio/Fashion Lingerie*, 1982

Photo collage of ten internal dye-diffusion transfer prints with lithographic text.

14 $\frac{5}{8}$  x 19 $\frac{5}{8}$  in. (37.1 x 49.8 cm)

Signed, dated and numbered 1/12 in pencil on the recto.

Estimate \$3,000-5,000

**PROVENANCE**

Gift of Boardroom, Inc., 1992

117

**ROBERT HEINECKEN** 1931-2006

*Untitled Newswoman: Diane Sawyer*, 1987

Inkjet print.

19 $\frac{1}{2}$  x 26 $\frac{1}{4}$  in. (49.5 x 66.7 cm)

Signed, titled, dated and numbered 3/10 in pencil in the margin.

Estimate \$3,000-5,000

**PROVENANCE**

Gift of Boardroom, Inc., 1992

117









## INDEX

Abbott, B. 14, 17, 18  
Adams, A. 61, 64  
Álvarez-Bravo, M. 31-33  
Avedon, R. 112

Baltz, L. 29  
Baruch, R-M. 57  
Bourke-White, M. 100  
Brandt, B. 1, 43, 109-111  
Brassaï, 34, 35, 39  
Bullock, W. 82

Callahan, H. 87-89, 91, 92, 98  
Cameron, J.M. 7, 8, 11  
Caponigro, P. 55  
Cartier-Bresson, H. 36  
Cunningham, I. 60

Disfarmer, M. 24, 27

Edgerton, H.E. 99, 107  
Evans, W. 19, 20, 22, 23, 26, 46, 47, 49, 50

Frank, R. 94, 97  
Friedlander, L. 30

Genthe, A. 13

Haas, E. 75  
Hagemeyer, J. 53, 54, 56  
Heinecken, R. 114, 116, 117  
Hine, L.W. 12, 25

Ishimoto, Y. 83-86

Käsebier, G. 4-6, 9  
Kertész, A. 37, 38, 40-42, 45

Lerner, N. 44  
Levitt, H. 16

Meatyrd, R.E. 70-74

Newman, A. 2, 3  
Newton, H. 113

Penn, I. 79  
Porter, E. 106

Siegel, A. 101  
Siskind, A. 48, 81, 102-104, 108  
Smith, W.E. 76-78  
Sommer, F. 105  
Stieglitz, A. 10  
Stock, D. 96  
Stoumen, L. 90  
Szarkowski, J. 80

VanDerZee, J. 21  
Various Artists 28, 115

Watkins, C. 58  
Weston, E. 51, 59, 62, 63, 65-69  
White, M. 52  
Winogrand, G. 93, 95  
Wolcott, M.P. 15



# PHILLIPS



## PHOTOGRAPHS

**AUCTION 1 OCTOBER NEW YORK**

**VIEWING** 20 – 30 September

**ENQUIRIES** +1 212 940 1245 [photographs@phillips.com](mailto:photographs@phillips.com)

**VIK MUNIZ** *Standard Station, after Ed Ruscha from Pictures of Cars, 2009*  
**Estimate** \$40,000-60,000

**DAVID HOCKNEY** *The Desk, July 1st, 1984 (opposite)*  
**Estimate** \$60,000-80,000









# PHOTOGRAPHS FROM THE COLLECTION OF THE ART INSTITUTE OF CHICAGO

AUCTION 18 NOVEMBER LONDON

LONDON VIEWING 6 - 18 November

HIGHLIGHTS ON VIEW at PARIS PHOTO 12 - 15 November

ENQUIRIES +44 207 318 4092 [photographslondon@phillips.com](mailto:photographslondon@phillips.com)

ALFRED STIEGLITZ *The Steerage*, circa 1907 (detail)

Estimate £9,000-12,000



# PHILLIPS



## PHOTOGRAPHS

**AUCTION 18 NOVEMBER LONDON**

LONDON VIEWING 6 - 18 November

HIGHLIGHTS ON VIEW at PARIS PHOTO 12 - 15 November

ENQUIRIES +44 207 318 4092 [photographslondon@phillips.com](mailto:photographslondon@phillips.com)

**WILLIAM EGGLESTON** *Untitled*, circa 1975

Estimate £18,000-22,000

© Eggleston Artistic Trust. Courtesy Cheim & Read, New York

**PHILLIPS.COM**



## GUIDE FOR PROSPECTIVE BUYERS

### BUYING AT AUCTION

The following pages are designed to offer you information on how to buy at auction at Phillips. 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 generally acts as agent for the seller.

### BUYER'S PREMIUM

Phillips 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 \$100,000, 20% of the portion of the hammer price above \$100,000 up to and including \$2,000,000 and 12% of the portion of the hammer price above \$2,000,000.

### 1 PRIOR TO AUCTION

#### Catalogue Subscriptions

If you would like to purchase a catalogue for this auction or any other Phillips 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 may provide condition reports. In preparing such reports, our specialists assess the condition in a manner appropriate to the estimated value of the property and the nature of the auction in which it is included. While condition reports are prepared honestly and carefully, our staff are not professional restorers or trained conservators. We therefore encourage all prospective buyers to inspect the property at the pre-sale exhibitions and recommend, particularly in the case of any lot of significant value, that you retain your own restorer or professional advisor to report to you on the property's condition prior to bidding. Any prospective buyer of photographs or prints should always request a condition report because all such property is sold unframed, unless otherwise indicated in the condition report. If a lot is sold framed, Phillips accepts no liability for the condition of the frame. If we sell any lot unframed, we will be pleased to refer the purchaser to a professional framer.

#### Pre-Auction Viewing

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

#### Electrical and Mechanical Lots

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

### Symbol Key

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

#### ○ **Guaranteed Property**

The seller of lots with this symbol has been guaranteed a minimum price. The guarantee may be provided by Phillips, by a third party or jointly by us and a third party. When a third party has financed all or part of our financial interest in a lot, it assumes all or part of the risk that the lot will not be sold and will be remunerated accordingly. The third party may bid on the guaranteed lot during the auction. If the third party is the successful bidder, the remuneration may be netted against the final purchase price. If the lot is not sold, the third party may incur a loss.

#### △ **Property in Which Phillips Has an Ownership Interest**

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

#### ● **No Reserve**

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

#### Σ **Endangered Species**

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

### 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. 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.

#### Bidding in Person

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

#### Bidding by Telephone

If you cannot attend the auction, you may bid live on the telephone with one of our 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 \$1,000. 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 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 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 will make an announcement in the saleroom that interested parties may bid on the lot.

**Consecutive and Responsive Bidding; No Reserve Lots**

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

**4 AFTER THE AUCTION**

**Payment**

Buyers are required to pay for purchases immediately following the auction unless other arrangements are agreed with Phillips in writing in advance of the sale. Payment 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 will accept American Express, Visa and Mastercard to pay for invoices of \$100,000 or less. A processing fee will apply.

**Collection**

It is our policy to request proof of identity on collection of a lot. A lot will be released to the buyer or the buyer’s authorized representative when Phillips has received full and cleared payment and we are not owed any other amount by the buyer. 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 Park Avenue, New York, New York for collection within 30 days following the date of the auction. We will levy removal, interest, storage and handling charges on uncollected lots.

**Loss or Damage**

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

**Transport and Shipping**

As a free service for buyers, Phillips will wrap purchased lots for hand carry only. We 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. 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. Please note that lots containing potentially regulated plant or animal material are marked as a convenience to our clients, but Phillips does not accept liability for errors or for failing to mark lots containing protected or regulated species.



## CONDITIONS OF SALE

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

### 1 INTRODUCTION

Each lot in this catalogue is offered for sale and sold subject to: (a) the Conditions of Sale and Authorship Warranty; (b) additional notices and terms printed in other places in this catalogue, including the Guide for Prospective Buyers, and (c) supplements to this catalogue or other written material posted by Phillips in the saleroom, in each case as amended by any addendum or announcement by the auctioneer prior to the auction.

By bidding at the auction, whether in person, through an agent, by written bid, by telephone bid or other means, bidders and buyers agree to be bound by these Conditions of Sale, as so changed or supplemented, and Authorship Warranty.

These Conditions of Sale, as so changed or supplemented, and Authorship Warranty contain all the terms on which Phillips and the seller contract with the buyer.

### 2 PHILLIPS AS AGENT

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

### 3 CATALOGUE DESCRIPTIONS AND CONDITION OF PROPERTY

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

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

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

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

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

### 4 BIDDING AT AUCTION

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

(b) As a convenience to bidders who cannot attend the auction in person, Phillips may, if so instructed by the bidder, execute written absentee bids on a bidder's behalf. Absentee bidders are required to submit bids on the Absentee Bid Form, a copy of which is printed in this catalogue or otherwise available from Phillips. Bids must be placed in the currency of the sale. The bidder must clearly indicate the maximum amount he or she intends to

bid, excluding the buyer's premium and 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. Telephone bidding is available for lots whose low pre-sale estimate is at least \$1,000. Phillips reserves the right to require written confirmation of a successful bid from a telephone bidder by fax or otherwise immediately after such bid is accepted by the auctioneer. Telephone bids may be recorded and, by bidding on the telephone, a bidder consents to the recording of the conversation.

(d) 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 before the commencement of the auction that the bidder is acting as agent on behalf of an identified third party acceptable to Phillips and that we will only look to the principal for such payment.

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

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

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

### 5 CONDUCT OF THE AUCTION

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

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

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

(d) The sale will be conducted in 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 \$100,000, 20% of the portion of the hammer price above \$100,000 up to and including \$2,000,000 and 12% of the portion of the hammer price above \$2,000,000. 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 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 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 Park Avenue during regular weekday business hours.

(ii) Personal checks and banker's drafts are accepted if drawn on a US bank and the buyer provides to us acceptable government issued identification. Checks and banker's drafts should be made payable to "Phillips." If payment is sent by mail, please send the check or banker's draft to the attention of the Client Accounting Department at 450 Park Avenue, New York, NY 10022 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. 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  
Account no.: 58347736

Please reference the relevant sale and lot number.

(d) As a courtesy to clients, Phillips will accept American Express, Visa and Mastercard to pay for invoices of \$100,000 or less. A processing fee will apply.

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

## 7 COLLECTION OF PROPERTY

(a) Phillips will not release a lot to the buyer until we have received payment of its Purchase Price in full in cleared funds, the buyer has paid all outstanding amounts due to Phillips or any of our affiliated companies, including any charges payable pursuant to Paragraph 8 (a) below, and the buyer has satisfied such other terms as we in our sole discretion shall require, including completing any anti-money laundering or anti-terrorism financing checks. As soon as a buyer has satisfied all of the foregoing conditions, he or she should contact our Shipping Department at +1 212 940 1372 or +1 212 940 1373 to arrange for collection of purchased property.

(b) The buyer must arrange for collection of a purchased lot within seven days of the date of the auction. 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 will upon request transfer on a bi-weekly basis purchased lots suitable for hand-carry back to our premises at 450 Park Avenue, 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) seven days after the auction. Until risk passes, Phillips will compensate the buyer for any loss or damage to a purchased lot up to a maximum of the Purchase Price paid, subject to our usual exclusions for loss or damage to property.

(c) As a courtesy to clients, Phillips will, without charge, wrap purchased lots for hand-carry only. We 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. 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 will require presentation of government issued identification prior to release of a lot to the buyer or the buyer's authorized representative.

## 8 FAILURE TO COLLECT PURCHASES

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

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

## 9 REMEDIES FOR NON-PAYMENT

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

(b) As security to us for full payment by the buyer of all outstanding amounts due to Phillips and our affiliated companies, Phillips 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 to pledge the buyer's property in our possession by actual or constructive delivery to our affiliated company as security for the payment of any outstanding amount due. Phillips will notify the buyer if the buyer's property has been delivered to an affiliated company by way of pledge.

## 10 RESCISSION BY PHILLIPS

Phillips shall have the right, but not the obligation, to rescind a sale without notice to the buyer if we reasonably believe that there is a material breach of the seller's representations and warranties or the Authorship Warranty or an adverse claim is made by a third party. Upon notice of Phillips's election to rescind the sale, the buyer will promptly return the lot to Phillips, and we will then refund the Purchase Price paid to us. As described more fully in Paragraph 13 below, the refund shall constitute the sole remedy and recourse of the buyer against Phillips and the seller with respect to such rescinded sale.

## 11 EXPORT, IMPORT AND ENDANGERED SPECIES 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. As a courtesy to clients, Phillips has marked in the catalogue lots containing potentially regulated plant or animal material, but we do not accept liability for errors or for failing to mark lots containing protected or regulated species.

## 12 DATA PROTECTION

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

(b) In order to provide our services, we may disclose your personal data to third parties, including professional advisors, shippers and credit agencies. We will disclose, share with and transfer your personal data to Phillips's affiliated persons (natural or legal) for administration, sale and auction related purposes. You expressly consent to such transfer of your personal data. We will not sell, rent or otherwise transfer any of your personal data to third parties except as otherwise expressly provided in this Paragraph 12.

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

## 13 LIMITATION OF LIABILITY

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

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

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

(d) Subject to subparagraph (e) below, none of Phillips, any of our affiliated companies or the seller shall be liable to the buyer for any loss or damage beyond the refund of the Purchase Price referred to in 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 or any of our affiliated companies to the buyer in respect of any fraud or fraudulent misrepresentation made by any of us or in respect of death or personal injury caused by our negligent acts or omissions.

## 14 COPYRIGHT

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

## 15 GENERAL

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

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

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

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

## 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, 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.



## AUTHORSHIP WARRANTY

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

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

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

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

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



# PHILLIPS

## CHAIRMAN and CHIEF EXECUTIVE OFFICER

Edward Dolman

## PRESIDENT

Michael McGinnis

## CHIEF OPERATING OFFICER

Sean Cleary

## CHIEF BUSINESS DEVELOPMENT OFFICER

Patricia G. Hambrecht

## CHIEF FINANCIAL OFFICER

Annette Schwaer

## CHIEF INFORMATION OFFICER

Ben Carey

## DEPUTY CHAIRMAN

Svetlana Marich

## SENIOR DIRECTORS

Finn Schouenborg Dombernowsky  
David Georgiades  
Vanessa Hallett

Alexander Payne  
August O. Uribe  
Olivier Vrancken

## DIRECTORS

Henry Allsopp  
Alex Heminway  
Nazgol Jahan

Martin Klosterfelde  
Cary Leibowitz  
Jean-Michel Placent

Peter Sumner  
Kelly Troester  
Ben Williams

## INTERNATIONAL SPECIALISTS

**Berlin** Martin Klosterfelde, Director and International Specialist, Contemporary Art +49 177 628 4110

**Brussels** Olivier Vrancken, Co-Head Contemporary Art, Europe +32 486 43 43 44  
Bérénice Chef, Specialist, Contemporary Art +32 473 12 27 06

**Geneva** Oksana Katchaluba, Specialist, Contemporary Art +41 22 906 80 00

**Istanbul** Deniz Atac, Consultant +90 533 374 1198

**London** Svetlana Marich, Co-Head Contemporary Art, Europe +44 20 7318 4010

**Los Angeles** Maya McLaughlin, Specialist, Contemporary Art +1 323 791 1771

**Milan** Laura Garbarino, Senior International Specialist, Contemporary Art +39 339 478 9671

**Moscow** Ludmila Bazeva, Chief Operating Officer, Russia +7 495 225 88 22

**Paris** Adélaïde Béduchaud, Client Liaison +33 1 53 71 77 87

**Portugal** Maura Marvão, Consultant, Contemporary Art +351 917 564 427

**Zurich** Niklaus Kuenzler, Specialist, Contemporary Art +41 79 533 90 00

## WORLDWIDE OFFICES

### NEW YORK

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

### BERLIN

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

### BRUSSELS

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

### GENEVA

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

### ISTANBUL

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

### LONDON

Howick Place, London SW1P 1BB, United Kingdom  
tel +44 20 7318 4010 fax +44 20 7318 4011

### LOS ANGELES

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

### MOSCOW

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

### PARIS

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

### ZURICH

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



# SPECIALISTS AND DEPARTMENTS

## CONTEMPORARY ART

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

### NEW YORK

Jean-Michel Placent +1 212 940 1263  
Zach Miner, Head of Evening Sale +1 212 940 1256  
Amanda Stoffel, Head of Day Sale +1 212 940 1261  
Benjamin Godsill, Head of Under the Influence Sale +1 212 940 1333  
Laura González +1 212 940 1216  
Katherine Lukacher +1 212 940 1215  
Samuel Mansour +1 212 940 1219  
Chloë Waddington +1 212 940 1288  
Courtney Raterman +1 212 940 1392  
Kyla Sullivan +1 212 940 1204

### LONDON

Peter Sumner, Head of Contemporary Art, London +44 20 7318 4063  
Henry Highley, Head of Day Sale +44 20 7318 4061  
Tamila Kerimova, Head of Under the Influence Sale +44 20 7318 4065  
Henry Allsopp +44 20 7318 4060  
Matt Langton +44 20 7318 4074  
Charlotte Salisbury +44 20 7318 4058  
Simon Tovey +44 20 7318 4084  
Hannah Tjaden +44 20 7318 4093

## LATIN AMERICAN ART

Henry Allsopp, Worldwide Head +44 20 7318 4060  
Laura González, Director, New York +1 212 940 1216  
Kaeli Deane +1 212 940 1401  
Jennifer Elena LaMaide +1 212 940 1391  
Paula Campolieto +1 212 940 1255

## MODERN AND CONTEMPORARY EDITIONS

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

### NEW YORK

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

### LONDON

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

## EXHIBITIONS

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

## DESIGN

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

### NEW YORK

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

### LONDON

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

## PHOTOGRAPHS

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

### NEW YORK

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

### LONDON

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

### CHICAGO

Carol Ehlers +1 773 230 9192

## JEWELS

Nazgol Jahan, Worldwide Director +1 212 940 1283

### NEW YORK

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

### LONDON

Lane Clements McLean +44 20 7318 4010

## PRIVATE SALES

Susanna Brockman +44 20 7318 4041

## PROPOSALS

Amy Davis, New York +1 212 940 1271

## CLIENT DEVELOPMENT

### LONDON

Isadora Tharin  
Linda Pyke

### NEW YORK

Carolyn Bachman  
Amy Sheldon

## MUSEUM SERVICES DEPARTMENT

### NEW YORK

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

## BUSINESS DIRECTOR EUROPE

### LONDON

Paul de Bono +44 20 7318 4070

## PRIVATE CLIENT SERVICES

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

### LONDON

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

### NEW YORK

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

## COMMUNICATIONS AND MARKETING

### NEW YORK

Trish Walsh, Marketing Manager

### LONDON

Alex Godwin-Brown, Head of Press and Events, Europe

## ART AND PRODUCTION

Andrea Koronkiewicz, Director of Creative Services  
Orlann Capazorio, Director of Production  
Jen Cogan, Graphic Designer  
Jeff Velazquez, Production Artist

## OFFICE OF THE CHAIRMAN AND CHIEF EXECUTIVE OFFICER

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

## OFFICE OF THE PRESIDENT

### NEW YORK

Elizabeth Anne Wallace +1 212 940 1303

### LONDON

Lucinda Newman +44 207 318 4099



**AUCTION & VIEWING LOCATION**

450 Park Avenue New York 10022

**AUCTIONS**

1 October at 10am & 2pm

**VIEWING**

20 – 30 September

Monday – Saturday 10am – 6pm

Sunday 12pm – 6pm

**SALE DESIGNATION**

When sending in written bids or making enquiries please refer to this sale as NY040214 or The Art Institute.

**ABSENTEE AND TELEPHONE BIDS**

tel +1 212 940 1228 fax +1 212 924 1749

bidsnewyork@phillips.com

**PHOTOGRAPHS DEPARTMENT**

tel +1 212 940 1245

**SENIOR DIRECTOR AND WORLDWIDE HEAD**

Vanessa Hallett

vhallett@phillips.com

**HEAD OF SALE**

Caroline Deck

cdeck@phillips.com

**SPECIALISTS**

Carol Ehlers

cehlers@phillips.com

Shlomi Rabi

srabi@phillips.com

Sarah Krueger

skrueger@phillips.com

**ADMINISTRATOR**

Kelly Van Ingen

kvaningen@phillips.com

**REGISTRAR**

Vanessa Nastro

vnastro@phillips.com

**PHOTOGRAPHY**

Kent Pell

Matthew Kroening

**AUCTIONEERS**

Alexander Gilkes 1308958

August Uribe 0026461

Sarah Krueger 1460468

Marissa Piedra 1460469

**CATALOGUES**

Emma Miller +1 212 940 1240

catalogues@phillips.com

\$35/€25/£22 at the gallery

**ABSENTEE AND TELEPHONE BIDS**

Main +1 212 940 1228 fax +1 212 924 1749

bidsnewyork@phillips.com

Marissa Piedra, Auction Manager

+1 212 940 1304

**CLIENT ACCOUNTING**

Sylvia Leitao +1 212 940 1231

**Buyer Accounts**

Joseph Blanks +1 212 940 1371

**Seller Accounts**

Teren Scudder +1 212 940 1232

**CLIENT SERVICES**

450 Park Avenue +1 212 940 1200

**SHIPPING**

Carol Mangan +1 212 940 1320

**Front cover** Walker Evans, *Sidewalk and Shopfront, New Orleans*, 1935, lot 19

**Inside Front Cover** Harry Callahan, *Dearborn Street, Chicago*, 1948, lot 87 (detail)

**Title Page** Robert Frank, *Chicago*, 1956, lot 94 (detail)

**Opposite Index** Ansel Adams, *Moonrise, Hernandez, New Mexico*, 1941, lot 61 (detail)

**Opposite Registration Form** Irving Penn, *Mermaid Dress (Rochas), Lisa Fonssagrives-Penn*, 1950, lot 79 (detail)

**Inside Back Cover** Edward Weston, *Dunes, Oceano*, 1936, lot 67 (detail)

**Back cover** Henri Cartier-Bresson, *Córdoba, Spain*, 1933, lot 36



## TELEPHONE AND ABSENTEE BID FORM

PLEASE RETURN THIS FORM BY FAX TO +1 212 924 1749 OR EMAIL IT TO BIDSNEWYORK@PHILLIPS.COM AT LEAST 24 HOURS BEFORE THE SALE. PLEASE READ CAREFULLY THE INFORMATION IN THE RIGHT COLUMN AND NOTE THAT IT IS IMPORTANT THAT YOU INDICATE WHETHER YOU ARE APPLYING AS AN INDIVIDUAL OR ON BEHALF OF A COMPANY.

Please select the type of bid you wish to make with this form (please select one):

☐ **ABSENTEE BID FORM**

☐ **TELEPHONE BID FORM**

Please indicate in what capacity you will be bidding (please select one):

☐ **AS A PRIVATE INDIVIDUAL**

☐ **ON BEHALF OF A COMPANY**

Sale Title		Sale Number	Sale Date
Title	First Name	Surname	
Company (if applicable)		Account Number	
Address			
City		State/Country	
Zip Code			
Phone		Mobile	
Email		Fax	
Phone (for Phone Bidding only)			

Lot Number In Consecutive Order	Brief Description	US \$ Limit* Absentee Bids Only

\* Excluding Buyer's Premium and sales or use taxes

## FINANCIAL INFORMATION

For your bid to be accepted, we require the following information for our reference only. Please note that you may be contacted to provide a bank reference:

Credit Card Type	Expiration Date
Credit Card Number	
For anyone wishing to bid on lots with a low pre-sale estimate above \$10,000, please provide the following information (for reference only)	
Bank Name	Contact
Telephone / Fax	Account Number

Please note that you may be contacted to provide additional bank references.

I hereby authorize the above references to release information to PHILLIPS. Please bid on my behalf up to the limits shown for the indicated lots without legal obligations to PHILLIPS, its staff or agents; and subject to the Conditions of Sale and Authorship Warranty printed in the catalogue, additional notices or terms printed in the catalogue and supplements to the catalogue posted in the salesroom, and in accordance with the above statements and conditions.

Signature \_\_\_\_\_ Date \_\_\_\_\_

☐ I ACCEPT THE CONDITIONS OF SALE OF PHILLIPS AS STATED IN OUR CATALOGUES AND ON OUR WEBSITE.

- **PRIVATE PURCHASES:** Proof of identity in the form of government-issued identification will be required.
- **COMPANY PURCHASES:** If you are buying under a business entity we require a copy of government-issued identification (such as a resale certificate, corporate bank information or the certificate of incorporation) to verify the status of the company.
- **CONDITIONS OF SALE** All bids are placed and executed, and all lots are sold and purchased, subject to the Conditions of Sale printed in the catalogue. Please read them carefully before placing a bid. Your attention is drawn to Paragraph 4 of the Conditions of Sale.
- If you cannot attend the sale, we can execute bids confidentially on your behalf.
- Phillips 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 \$100,000, 20% of the portion of the hammer price above \$100,000 up to and including \$2,000,000 and 12% of the portion of the hammer price above \$2,000,000 on each lot sold.
- "Buy" or unlimited bids will not be accepted. Alternative bids can be placed by using the word "OR" between lot numbers.
- For absentee bids, indicate your maximum limit for each lot, excluding the buyer's premium and any applicable sales or use tax. Your bid will be executed at the lowest price taking into account the reserve and other bidders. On no reserve lots, in the absence of other bids, your bid will be executed at approximately 50% of the low pre-sale estimate or at the amount specified, if less than 50% of the low estimate.
- Your bid must be submitted in the currency of the sale and will be rounded down to the nearest amount consistent with the auctioneer's bidding increments.
- If we receive identical bids, the first bid received will take precedence.
- Arranging absentee and telephone bids is a free service provided by us to prospective buyers. While we will exercise reasonable care in undertaking such activity, we cannot accept liability for errors relating to execution of your bids except in cases of willful misconduct. Agreement to bid by telephone must be confirmed by you promptly in writing or by fax. Telephone bid lines may be recorded.
- Please submit your bids to the Bid Department by fax at +1 212 924 1749 or scan and email to bidsnewyork@phillips.com at least 24 hours before the sale. You will receive confirmation by email within one business day. To reach the Bid Department by phone please call +1 212 940 1228.
- Absent prior payment arrangements, please provide a bank reference. Payment can be made by cash (up to \$10,000), credit card (up to \$100,000), money order, wire transfer, bank check or personal check with identification. Please note that credit cards are subject to a surcharge.
- Lots cannot be collected until payment has cleared and all charges have been paid.
- By signing this Bid Form, you consent to our use of your personal data, including sensitive personal data, in accordance with Phillips's Privacy Policy published on our website at www.phillips.com or available on request by emailing dataprotection@phillips.com. We may send you materials about us and our services or other information which we think you may find interesting. If you would prefer not to receive such information, please email us at dataprotection@phillips.com.
- Phillips's premises may be subject to video surveillance and recording. Telephone calls (e.g., telephone bidding) may also be recorded. We may process that information in accordance with our Privacy Policy.



## IN-PERSON REGISTRATION FORM

TO BID IN PERSON PLEASE SUBMIT THIS FORM BY EMAIL TO BIDSNEWYORK@PHILLIPS.COM  
OR FAX AT +1 212 924 1749 FOR PRE-REGISTRATION OR BRING IT TO THE AUCTION FOR  
REGISTRATION AT 450 PARK AVENUE, NEW YORK, NY 10022

Please indicate in what capacity you will be bidding (please select one):

- ☐ **AS A PRIVATE INDIVIDUAL**  
☐ **ON BEHALF OF A COMPANY**

Sale Title	Number	Date
Title First Name	Surname	
Company (if applicable)	Account Number	
Address		
City	State/Country	
Post Code		
Phone	Mobile	
Email	Fax	

### FINANCIAL INFORMATION

For your bid to be accepted, we require the following information for our reference only.  
Please note that you may be contacted to provide a bank reference:

Credit Card Type	Expiration Date
Credit Card Number	

For anyone wishing to bid on lots with a low pre-sale estimate above \$10,000, please provide the following information (for reference only)

Bank Name	Contact
Telephone / Fax	Account Number

Please note that you may be contacted to provide additional bank references.

I hereby authorize the above references to release information to PHILLIPS. I agree that all bids and purchases are subject to the Conditions of Sale and Authorship Warranty printed in the catalogue, additional notices or terms printed in the catalogue and supplements to the catalogue posted in the salesroom, and in accordance with the above statements and conditions. I assume all responsibility for payment for the goods purchased under the assigned paddle. If I am acting as an agent, I agree to be personally responsible for all purchases made on behalf of my client(s), unless other arrangements are confirmed in writing prior to each auction.

Signature	Date
-----------	------

☐ **I ACCEPT THE CONDITIONS OF SALE OF PHILLIPS AS STATED IN OUR CATALOGUES AND ON OUR WEBSITE.**

Paddle Number

- **PRIVATE PURCHASES:** Proof of identity in the form of government-issued identification will be required.
- **COMPANY PURCHASES:** If you are buying under a business entity we require a copy of government-issued identification (such as a resale certificate, corporate bank information or the certificate of incorporation) to verify the status of the company.
- **CONDITIONS OF SALE** All bids are placed and executed, and all lots are sold and purchased, subject to the Conditions of Sale printed in the catalogue. Please read them carefully before placing a bid. Your attention is drawn to Paragraph 4 of the Conditions of Sale.
- Phillips 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 \$100,000, 20% of the portion of the hammer price above \$100,000 up to and including \$2,000,000 and 12% of the portion of the hammer price above \$2,000,000 on each lot sold.
- Absent prior payment arrangements, please provide a bank reference. Payment can be made by cash (up to \$10,000), credit card (up to \$100,000), money order, wire transfer, bank check or personal check with identification. Please note that credit cards are subject to a surcharge.
- Lots cannot be collected until payment has cleared and all charges have been paid.
- By signing this Bid Form, you consent to our use of your personal data, including sensitive personal data, in accordance with Phillips's Privacy Policy published on our website at [www.phillips.com](http://www.phillips.com) or available on request by emailing [dataprotection@phillips.com](mailto:dataprotection@phillips.com). We may send you materials about us and our services or other information which we think you may find interesting. If you would prefer not to receive such information, please email us at [dataprotection@phillips.com](mailto:dataprotection@phillips.com).
- Phillips's premises may be subject to video surveillance and recording. Telephone calls (e.g., telephone bidding) may also be recorded. We may process that information in accordance with our Privacy Policy.

















PHILLIPS.COM