



PHILLIPS  
de PURY & COMPANY

# THE ARC OF PHOTOGRAPHY

A PRIVATE EAST COAST COLLECTION

4 OCTOBER 2011 450 PARK AVENUE NEW YORK

*Man Ray  
1933*











Plus gourmand que  
tes tu n'en as pas  
En nicolas, Antoine  
Victor. Mignie  
à mon soufflé  
Voulant. Enfin  
à Antoine.

Nicolas



Ch. Delen



# THE ARC OF PHOTOGRAPHY

## A PRIVATE EAST COAST COLLECTION

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

### **Viewing**

**450 Park Avenue New York 10022**

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

Sunday 2 October 12pm-6pm

Monday 3 October 10am-6pm

**EVENING SESSION** 6pm Lots 201-272

**Front Cover** Man Ray, *Untitled (Self-portrait of Man Ray)*, 1933, lot 226 (detail)

**Inside Front Cover** Iñigo Manglano-Ovalle, *Climate-White Noise*, 2000, lot 270 (detail)

**Opposite** Nadar (Gaspard-Félix) and Adrien Tournachon, *Pierrot with Fruit*, 1854-1855, lot 221 (detail)



# THE ARC OF PHOTOGRAPHY

## A PRIVATE EAST COAST COLLECTION

### THE PERFORMANCE OF IDENTITY

*The Arc of Photography: A Private East Coast Collection* is consistently buttressed by outstanding works depicting touchstones in the field of photography over 150 years, especially in the genre of identity and performance. Indeed, the strength of the collection lies in its breadth, providing a cohesive, chronological narrative addressing the various permutations the field has undergone while consistently addressing the topic of self-presentation, be it that of the photographer or the sitter. Amassed since 1997, the collection reflects a keen observational eye, supported by a strong scholastic acumen, which have meticulously secured the foundations that provided inspiration for countless photographers on both sides of the Atlantic. Upon careful inspection, the dialogue between classic and contemporary photographers in the presentation of identity and its performative underpinnings becomes more evident.

The rare, satirical portrait of the beloved clown prototype, Pierrot, by the French fraternal duo Nadar and Adrien Tournachon in the mid 1850s (lot 221) is an exceptional remnant of the prevailing popularity of parodying portraits, in all of their exaggerated poses, as favored by the French literati of that era. The heavy-handed expressiveness of the work resonates with Edward Weston's *Tina with Tear*, (lot 254) taken almost 70 years later, in its facile emotional legibility. Similarly, Nic Aluf's portrait of Sophie Taeuber-Arp, 1920, (lot 229), which captures the Dadaist interest in the seemingly random assemblage of symbols in which the celebrated Swiss artist engaged, bears a strong parallel to Irving Penn's portrait of the lauded *The New Yorker* cartoonist, Saul Steinberg, (lot 214) in which he is reduced to a vaguely absurdist sketch that readily identifies his comical, sketchy style. And Gertrude Käsebier's *Auguste Rodin*, 1905, (lot 241) somber and deeply meditative, is careful in highlighting the prodigious sculptor's majestic presence and heavy hands, just as Gerard Richter's portrait of the famed collaborative Brit couple, *Gilbert & George*, 1975, (lot 236) captures their interchangeable personalities and strong dynamism.

Additional examples also abound in self-portraiture, where the photographers carefully cull an aspect within that they feel strongly denotes the performative role of the photographer in creating an image and presenting a self. André Kertész's self-portrait from 1926, (lot 237) taken a mere year after the progressive Hungarian artist made the leap to the center of the avant-garde, Paris, presents the artist as a modern sophisticate amidst a Modigliani-inspired setting that aligns him with one of the leading artists of his day. The self-conscious undertone of the work resonates with Andy Warhol's *Self-portrait in Drag*, (lot 216) created over half a century later, which likewise employs a playful undertone, rife in humor and alignment with an alternate personality to comment on social roles and selfhood. Similarly, Man Ray's self-portrait, 1933, (lot 226) is comprised of disparate elements, fragments of his Surrealist imagination that derive their strength and narrative from their convergence within the image. This is redolent of Bruce Nauman's own presentation of 5 images, (lot 269), in each of which the artist alters his mouth and skin, which collectively attest to Nauman's innovative, corporeal engagements. And Edgar Degas's 1895 reverential and noble self-portrait (lot 243), shown as a dignified savant within the confines of his library is as controlled and deliberate as Cindy Sherman's *Untitled #382/The Actress*, 1976-2000, (lot 217) in which she successfully staged her own self-presentation to assume a role that highlights the theatrical nature in self-portraiture.

*The Arc of Photography*, therefore, stretches far past the chronological evolution that is readily discernible. Rather, it spans over the endless, groundbreaking ways in which photographers and their sitters have successfully collaborated in capturing their sense of self, be it real or invented, latent or explicit, proactively shaping their image and legacy.









201 **ARNOLD NEWMAN** 1918-2006

*I.M. Pei, 1967*

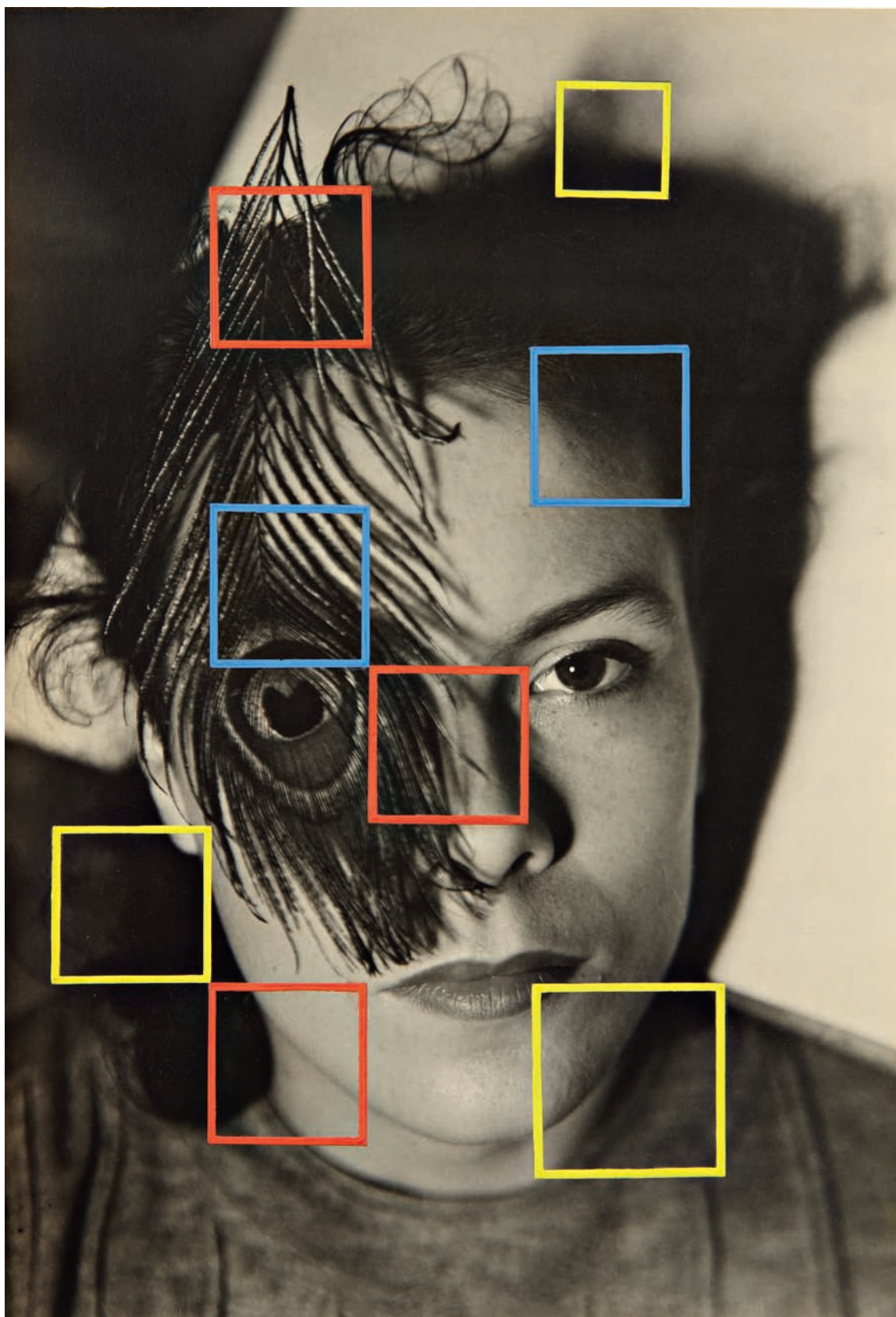
Gelatin silver print. 13 1/8 x 10 5/8 in. (33.3 x 27 cm). Signed, titled, dated and copyright in pencil in the margin; copyright credit reproduction limitation stamp on the verso.

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

**PROVENANCE** Deborah Bell Photographs, New York

**LITERATURE** Diamonstein, *Vision and Images: American Photographers on Photography*, p. 147; LIGHT Gallery, *LIGHT*, p. 68; Little Brown & Company, *Arnold Newman's Americans*, pl. 52; New York Graphic Society, *One Mind's Eye: The Portraits and Other Photographs of Arnold Newman*, p. 185





ACTUAL SIZE

202 **GYÖRGY KEPES** 1906-2001

*Untitled (Juliet with Peacock Feather and Paint)*, 1930s

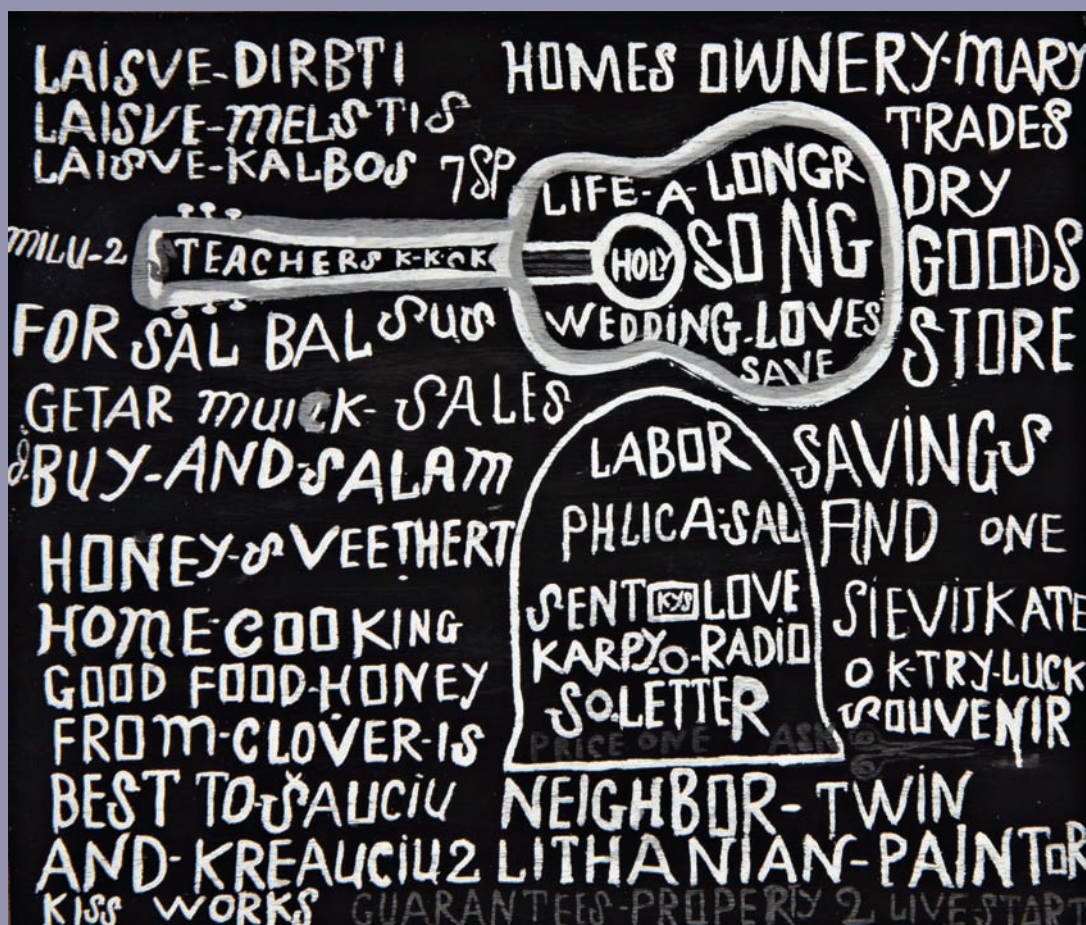
Unique gelatin silver print with gouche. 8 3/4 x 6 in. (22.2 x 15.2 cm). Credit stamp on the verso.

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

**PROVENANCE** From the artist; Olivier Renaud-Clément, New York

**LITERATURE** The Art Institute of Chicago, *Taken by Design: Photographs from the Institute of Design, 1937-1971*, pp. 52-53 for three variants





ACTUAL SIZE

203 **AARON SISKIND** 1903-1991

*Chicago (Lithuanian Shoemaker), 1953*

Gelatin silver print. 4 3/4 x 5 5/8 in. (12.1 x 14.3 cm). Signed, titled 'Chicago' and dated in pencil on the verso.

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

**PROVENANCE** Robert Mann Gallery, New York

**LITERATURE** powerHouse Books, *Aaron Siskind 100*, pl. 113 there titled and dated *Lithuanian Store*, 1957

204 **WALKER EVANS** 1903-1975

*Portrait of Berenice Abbott*, 1930

Gelatin silver print. 6 5/8 x 4 5/8 in. (16.8 x 11.7 cm). Numbered 'IV', '6' in pencil within a Lunn Archive credit stamp on the verso.

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

**PROVENANCE** Jane Corkin Gallery, Toronto

**LITERATURE** Fraenkel Gallery, *20Twenty*, pl. 66



205 **HELEN LEVITT** 1913-2009

*Graffiti Artist, N.Y.C.*, circa 1940

Gelatin silver print, printed 1950s. 5 1/2 x 5 in. (14 x 12.7 cm). Signed and annotated 'R61' in pencil on the verso.

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

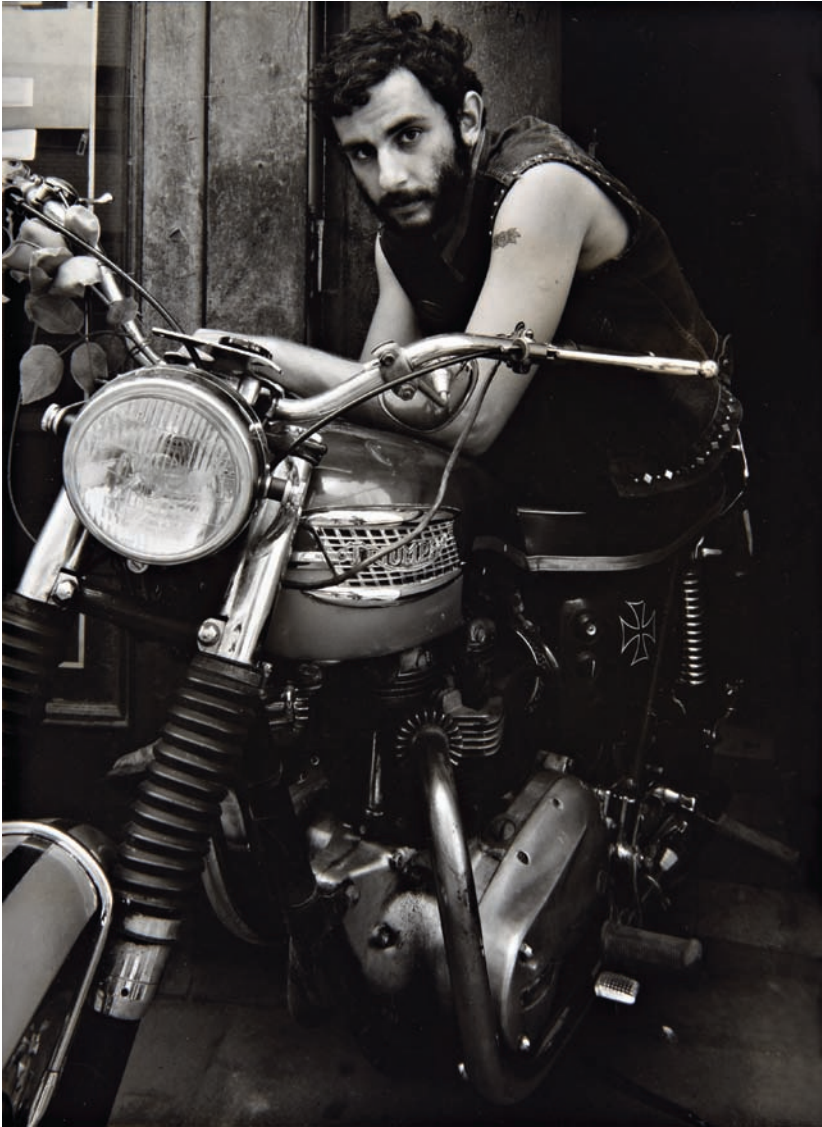
**PROVENANCE** Laurence Miller Gallery, New York

**LITERATURE** Duke University Press, *Helen Levitt: In the Street: Chalk Drawings and Messages, New York City*, p 66



ACTUAL SIZE





206 **DANNY LYON** b. 1942  
*Self-portrait, Lower Manhattan, 1967*  
Gelatin silver print. 9 x 6 1/2 in. (22.9 x 16.5 cm). Initialed 'DL' as printer in pencil within the photographer's 'Bleak Beauty' stamp, dated, annotated 'Lower Manhattan', 'back cover' in pencil, annotated 'Bikers, The Bikeriders' in ink and Magnum agency stamps on the verso.

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

**PROVENANCE** Deborah Bell Photographs, New York  
**LITERATURE** Lyon, *The Bikeriders*, back cover



207 **O. WINSTON LINK** 1914-2001  
*NW792 Link and Thom with Night Flash Equipment, 1956*  
Gelatin silver print, printed later. 19 3/8 x 15 1/2 in. (49.2 x 39.4 cm). Signed, titled 'NW792' and annotated '1-97' twice in pencil, titled 'NW792' in ink and copyright credit reproduction limitation stamp on the verso.

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

**LITERATURE** Harry N. Abrams Inc., *America's Last Steam Railroad: Steam, Steel & Stars: Photographs by O. Winston Link*, p. 138 and inside jacket for a variant

Another print of this image is in the collection of the O. Winston Link Museum, Roanoke.



208 **LEE FRIEDLANDER** b. 1943

*Self-portrait- Provincetown, Massachusetts, 1968*

Gelatin silver print, printed later. 7 1/2 x 11 1/4 in. (19.1 x 28.6 cm). Signed, titled 'Provincetown', dated in pencil and copyright credit reproduction limitation stamp on the verso.

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

**PROVENANCE** Janet Borden, Inc., New York

**LITERATURE** Harry N. Abrams, Inc., *Lee Friedlander: Like a One-Eyed Cat, Photographs 1956-1987*, pl. 37

Another print of this image is in the collection of the Metropolitan Museum of Art, New York.





**209 LEE FRIEDLANDER** b. 1943

*Self-portrait- Haverstraw, New York, 1966*

Gelatin silver print, printed later. 8 x 12 in. (20.3 x 30.5 cm). Signed, titled 'Haverstraw', dated in pencil and copyright credit reproduction limitation stamp on the verso.

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

**PROVENANCE** Janet Borden, Inc., New York

**LITERATURE** Harry N. Abrams, Inc., *Lee Friedlander: Like a One-Eyed Cat, Photographs 1956-1987*, pl. 37



**210 GARRY WINOGRAND** 1928-1984

*Opening, 'New York Painting and Sculpture: 1940-1970' Exhibition, Metropolitan Museum, New York, 1969*

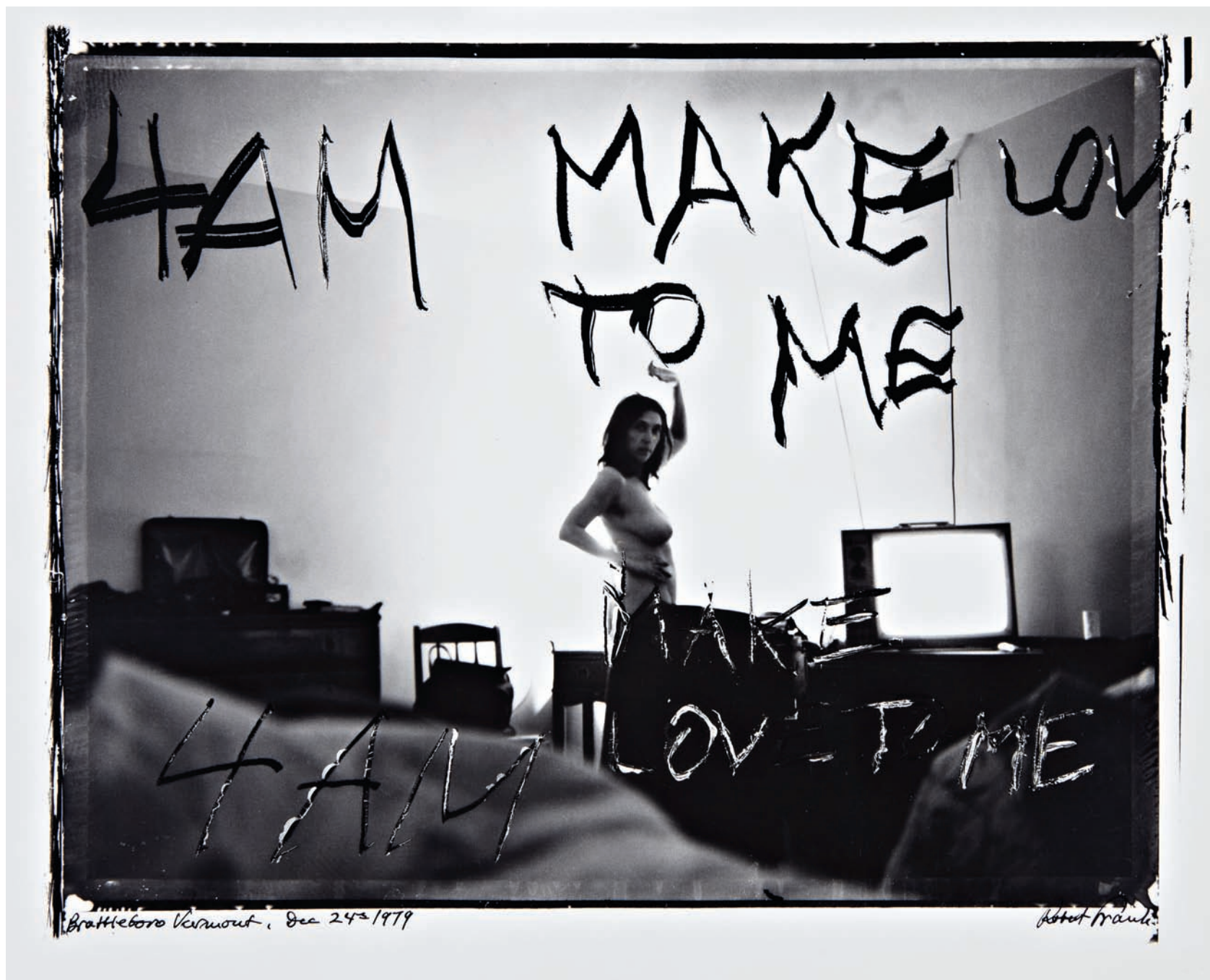
Gelatin silver print. 10 5/8 x 15 7/8 in. (27 x 40.3 cm). Signed in pencil on the verso.

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

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

**LITERATURE** Papageorge, *Garry Winogrand: Public Relations*, p. 99

Garry Winogrand is known for his iconic photographs of the vibrant society and vivacious culture of America in the mid-20th century. In the present lot, viewers see Claes Oldenberg and his then-girlfriend, artist Hannah Wilke, talking with Diane Arbus at Henry Geldzahler's landmark 1969 exhibition, *New York Painting and Sculpture: 1940-1970* at the Metropolitan Museum of Art. This image is a snapshot of the eccentric style and dynamic characters of this effervescent era. Exemplary of Winogrand's oeuvre, a fleeting moment is captured in a truly stunning portrait of New York.



211 **ROBERT FRANK** b. 1924

*4 A.M. Make Love To Me, Brattleboro VT, December 24, 1979*

Gelatin silver print. 13 1/4 x 16 3/4 in. (33.7 x 42.5 cm). Signed, titled 'Brattleboro Vermont' and dated in ink in the margin.

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

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

**LITERATURE** Pantheon Books, *Robert Frank: The Lines of My Hand*, n.p.

Another print of this image is in the collection of the Art Institute of Chicago.





212 **WILLIAM WEGMAN** b. 1943

*Looking at*, 1973

Four flush-mounted unique gelatin silver prints, mounted to board. Each 10 1/2 x 10 1/2 in. (26.7 x 26.7 cm); 27 3/8 x 27 3/8 in. (69.5 x 69.5 cm) overall. One signed and dated in pencil on the reverse of the flush-mount.

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

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

**LITERATURE** Kunz, *William Wegman: Paintings, Drawings, Photographs, Videotapes*, p. 63

213 **JACQUES-HENRI LARTIGUE** 1894-1986

*J.H. Lartigue and Richard Avedon*, 1966-1968

Gelatin silver contact print. 2 1/2 x 2 3/8 in. (6.4 x 6 cm).

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

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

French photographer Jacques-Henri Lartigue is celebrated for the seemingly effortless manner in which he has captured the convivial spontaneity and joie-de-vivre in France at the turn of the 20th century. From his early days, Lartigue maintained a diary in which he sketched the image he had taken that day in fear that in printing, the image would be jeopardized by the risks involved in the developing process. Accordingly, his first book, published in 1970 and edited by the iconic American photographer and Lartigue-enthusiast, Richard Avedon, was titled *Diary of a Century*.

Avedon, himself renowned for his images of the boundless enthusiasm embodied by his subjects, composed an essay in honor of Lartigue. Titled *He has shown us laughter*, Avedon stated "Lartigue has shown us a laughter that is past and the laughter we have traded it for." The current lot reflects the laughter that both legendary photographers so selflessly enjoyed sharing with the world.

213



ACTUAL SIZE



214 **IRVING PENN** 1917-2009

*Steinberg in Nose Mask, New York, Sept. 30, 1966*

Selenium toned gelatin silver print, printed 1984. 15 1/2 x 15 3/8 in. (39.4 x 39.1 cm). Signed, titled, dated, initialed and annotated 'Print made 1984' in ink, initialed twice in pencil, Condé Nast copyright credit reproduction limitation and edition stamps on the reverse of the mount. One from an edition of 15.

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

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

**LITERATURE** National Portrait Gallery, *Irving Penn: Portraits*, cover, n.p.; Fraenkel Gallery, *The Eye Club*, pl. 90; Knopf/Callaway, *Irving Penn: Passage, a Work Record*, p. 158; Szarkowski, *Irving Penn*, pl. 143

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





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

*Andy Warhol NYC, circa 1960*

Gelatin silver print. 8 3/8 x 6 3/4 in. (21.3 x 17.1 cm). Titled in ink in the margin; numbered '1145' in pencil on the verso.

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

**PROVENANCE** Deborah Bell Photographs, New York



ACTUAL SIZE

216 **ANDY WARHOL** 1928-1987

*Self-portrait in Drag*, 1980

Unique Polaroid print. 3 3/4 x 2 7/8 in. (9.5 x 7.3 cm). Copyright credit blindstamp in the margin.

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

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

**LITERATURE** Jablonka Galerie/Starmach Gallery, *Andy Warhol Polaroids: Celebrities and Self-Portraits*, pls. 8-9 for two variants





ACTUAL SIZE

217 **CINDY SHERMAN** b. 1954

*Untitled #382* | *The Actress from Murder Mystery People*, 1976

Gelatin silver print, printed 2000. 7 3/8 x 5 in. (18.7 x 12.7 cm). Signed, dated and numbered 3/20 in pencil on the verso.

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

**PROVENANCE** Metro Pictures, New York; Olivier Renaud-Clément, New York

**LITERATURE** The Refco Group, Ltd., *Subjective Realities: Works from the Refco Collection of Contemporary Photography*, pl. 96; Serpentine Gallery, *Cindy Sherman*, p. 43



218 **ROBERT GOBER** b. 1954  
*Untitled*, 1992-1996  
Photolithograph on folded French Dur-O-Tone paper. 22 1/2 x 13 1/2 in. (57.2 x 34.3 cm).  
Signed, dated and numbered 26/40 in pencil on the verso.

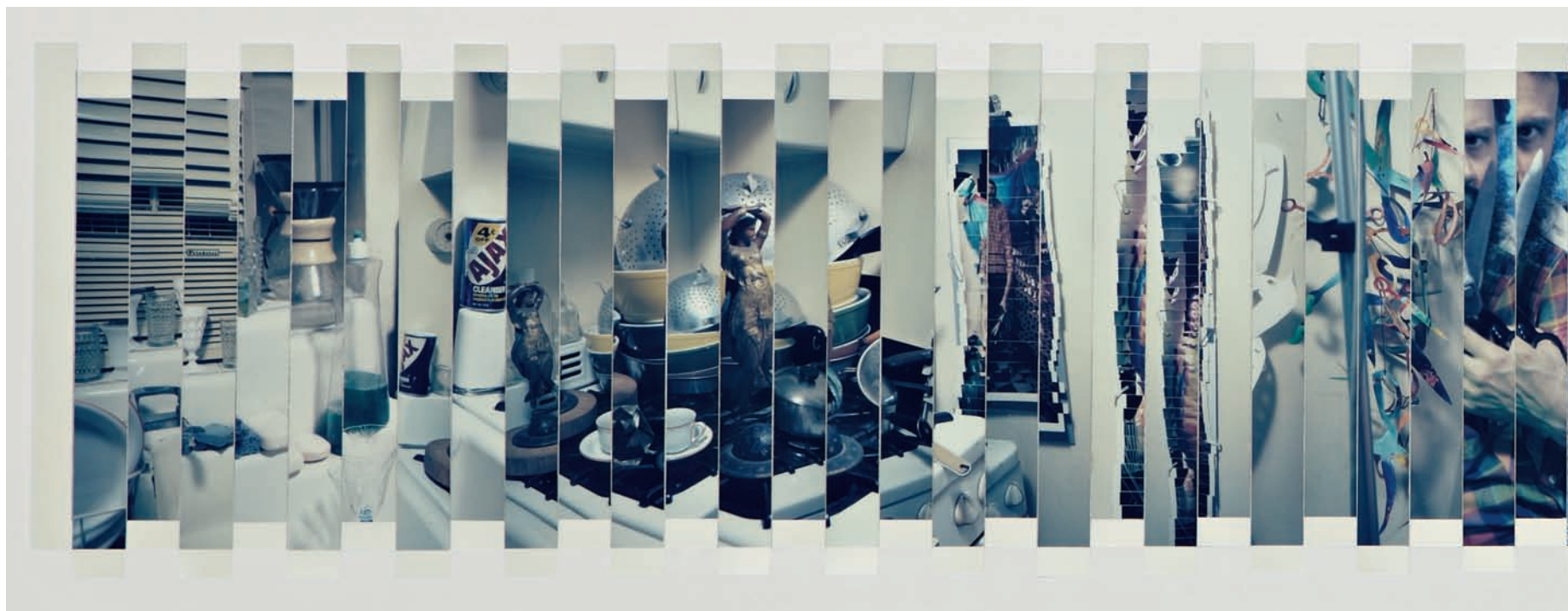
**Estimate \$10,000-15,000**

**PROVENANCE** Olivier Renaud-Clément, New York  
**LITERATURE** Floor, *Robert Gober: Sculpture + Drawing*, p. 21; Scalo, *Veronica's Revenge: Contemporary Perspectives on Photography*, cover and p. 34

In 1992, openly gay conceptual artist Robert Gober created the *Newspaper* series, in which bundles of stacked dailies presented seemingly natural headlines, ads, photos and reviews. For bearing an instantly familiar presentation, Gober encouraged an initial sense of safety, only to be abruptly disrupted upon closer inspection. In the current lot, Gober is seen dressed in a white satin bridal dress in a fictitious ad for Saks Fifth Avenue, juxtaposed with an article about the Vatican condoning discrimination against homosexuals. The image and text subsequently weave a narrative critical of the denial with which same-sex couples were met in their wish to access a quintessential rite of passage in American society.

Another print of this image is in the collection of the Museum of Modern Art, New York.





**219 LUCAS SAMARAS** b. 1936

*Panorama, 1963*

Unique Polaroid assemblage. 8 7/8 x 51 1/8 in. (22.5 x 129.9 cm). Dated in pencil on the verso.

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

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

The sense of self is under a perpetual state of scrutiny in Lucas Samaras's Polaroids, in which he alters the wet dyes to create his Photo-Transformations, as shown within the current lot. By repeatedly photographing himself and subsequently distorting his appearance to results that range from terrifying to whimsical, no two self-portraits are alike with Samaras's autobiographical works. In the current lot, a number of Polaroids have been spliced together, immediately collapsing any discrepancies in time, distance, depth and location among them. The final image is a multi-faceted portrait that encompasses numerous elements—from spatial to corporeal—within Samaras's life, providing a 360 view on literal and figurative levels.

**220 DIETER APPELT** b. 1935

*Der Fleck auf dem Spiegel, den der Atemhauch schafft (The Mark on the Mirror Breathing Makes), 1977*

Gelatin silver print, printed later. 19 5/8 x 23 1/2 in. (49.8 x 59.7 cm). Signed, titled, dated, numbered 'e.a.', title attributed to 'Raymond Roussel' and inscribed in ink, 'Carmerstrasse 19, 10623 Berlin' credit and copyright stamps on the verso.

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

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

The title of Dieter Appelt's photograph quotes the French poet, novelist and playwright Raymond Roussel, lauded for his legions of delirious word images by his Surrealist contemporaries. Appelt, as Head of the Film, Video, and Photography Department at the Berlin Academy of Fine Arts, relies on photography as a means of recording his performances. In the current lot, viewers are met with a still of Appelt's enactment of one of Roussel's famous quotes. The resulting image, therefore, is a momentary, performative record of the self en route to a vanishing mark.

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







221 **NADAR (GASPARD-FÉLIX) AND**

**ADRIEN TOURNACHON** 1820-1910 and 1825-1903

*Pierrot with Fruit*, 1854-1855

Salt print. 11 1/4 x 8 1/8 in. (28.6 x 20.6 cm). Signed 'Nadar Jne' in ink by Adrien Tournachon, signed and inscribed with a small drawing by Charles Deburau, the French mime, to his collaborator Negrillier, in ink on the recto.

**Estimate \$150,000-200,000**

**PROVENANCE** Private Collection, Paris; Olivier Renaud-Clément, New York

**LITERATURE** The Metropolitan Museum of Art, *NADAR*, pl. 12

The brothers Gaspard-Félix and Adrien Tournachon were born to an intellectual household in Paris, where their father, Victor Tournachon, ran a printing and publishing press and inculcated pursuit of academic excellence in the two boys. Following their father's death in 1837, Gaspard-Félix left school, only to reinvent himself as Nadar. More than just a mark of initiation, the pseudonym provided a permit to restart where his life had stopped following his father's death. Namely, as a young, playful child with the hope of fulfilling his potential.

For the next decade Nadar struggled to make a living by writing articles, stories and caricatures for a number of marginal newspapers, while fraternizing with other likeminded intellectuals who delved into a Bohemian lifestyle of unfettered reality. It was during that period that Nadar co-founded the literary journal *Livre d'or*, further establishing his reputation as a magnet for the literary giants of the day, while continuously publishing stories in *Le Commerce*, *Le Corsaire-Satan*, submitting caricatures for *Le Journal du dimanche* and *Le Charivari*, and providing theatrical reviews for *La Revue et gazette des theaters*. Vaudeville was the predominant form of entertainment of the day, attracting a wide demographic cross-section, from commoners to the literati. At its helm were a number of revered performers, one of whom, Jean-Baptiste-Gaspard Deburau, successfully reinvented the commedia dell'arte character of the clown-servant, Pierrot, formerly known as Harlequin: a powdered mime of acrobatic grace who represented the common man in his aspirations and personal trials and tribulations.

Nadar's love for performance lay in its ability to communicate. That is, for art to qualify as such, it could not be hinged on the Romantic principles of "art for art's sake", which Nadar found solipsistic. Rather, true art was about the dialogue (metaphorical and literal) between the performer and the audience, the lessons learned and the morals portrayed. It is for that very same reason that Nadar's own writing and caricatures were driven by the wish to express, comment and react, invariably employing wit, sarcasm, intellect and a love for exaggeration in order to share, challenge and provoke.

As a new, stringent and more censorship-prone regime rose to power in 1851, caricaturists and liberal literati alike stumbled upon inopportune times. The same year, the advent of Adolphe Bertsch's collodion-on-glass negative process led to a surge in the number of photographic studios around Paris. Recognizing the commercial and artistic potential of photography,

Nadar invited his younger brother Adrien, who had been unsuccessful in his search around Europe for employment as a painter, back to Paris to take an apprenticeship with the photographer Gustave Le Gray, paid for by Nadar. Shortly thereafter, Adrien set up an atelier, and in 1854, at the brink of financial collapse, Nadar quickly interceded to salvage the studio, drawing from his personal funds, business acumen, and strong connections with financiers, artists and performers alike, including the then-leading Pierrot performer at the Théâtre des Funambules, Charles Deburau (son of Jean-Baptiste-Gaspard), whose signature and inscription to his collaborator Negrillier can be seen in the lower right quadrant.

A number of images of Pierrot were created in the studio in a series known as "têtes d'expression," depicting the famed performer in a variety of exaggerated poses and expressions, in the current lot, marveling at an arrangement of fruit. It could be argued that the character of Pierrot became the perfect surrogate for Nadar's love of caricatures for the heavy-handed outlining of emotions and predicaments that they both shared. Moreover, the character of Pierrot, like the photographer, was communicating visuals without the aid of sound, successfully creating impressions of depth, movement and action to an audience and viewers who could not have experienced them first-hand.

By the beginning of 1855, rivalry between the two Tournachon brothers had severely escalated, each claiming responsibility for the success of the photography studio. Despite their collaboration on a number of sessions, such as the one of Pierrot, Adrien would sign the prints as "Nadar jeune" (sometimes abbreviated to 'jne', as seen in the current lot), further encroaching on the famed territory that his older brother had claimed for himself since the late 1830s. Following a number of requests by Nadar that his brother withdraw from the studio, in October of 1855, backed by two financiers, Adrien relocated to a new studio under the name Tournachon Nadar et Compagnie. It was not until the following year that Nadar was able to successfully reclaim exclusive rights to his name, and continue a legacy that has defined portrait photography as an artistic expression of the nuances embedded within personal character.

Other prints of this subject are in the collections of the Metropolitan Museum of Art, New York and the Museum of Modern Art, New York.



Plus qu'un grand qu  
tar du n'en aura  
Car nicola, Anton  
Victor. Neque  
i more souffre  
Voulent. Souffir  
à Antonin.

Nadine



M. Delan





ACTUAL SIZE

**222 FREDERICK H. EVANS** 1853-1943

*Untitled (Portrait of Aubrey Beardsley)*, 1895

Platinum print. 5 3/8 x 3 7/8 in. (13.7 x 9.8 cm). Credit blindstamp on the first of a triple paper mount.

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

**PROVENANCE** Helios Gallery, Inc., New York; Private Collection; Sotheby's, New York, 6 October 1999, lot 58

**LITERATURE** Aperture, *Frederick H. Evans*, p. 11; The Metropolitan Museum of Art, *The Waking Dream: Photography's First Century*, pl. 141; Prestel, *Icons of 19th Century Photography*, p. 117 there dated 1893; Stiftung Kultur, *Degress of Stillness: Photographs from the Manfred Heiting Collection*, p. 31





ACTUAL SIZE

**223 NADAR (GASPARD-FÉLIX TOURNACHON) 1820-1910**

*Gustave Doré, Paris, 1855-1859*

Salt paper print. 8 5/8 x 6 1/8 in. (21.9 x 15.6 cm). Annotated 'G. Doré' in pencil in an unidentified hand on the verso.

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

**PROVENANCE** Sotheby's, London, La Photographie. Collection Marie-Thérèse et André Jammes, 27 October 1999, lot 111

**LITERATURE** Könemann, *A New History of Photography*, p. 124; The Metropolitan Museum of Art, *NADAR*, pl. 44

As one of the leading satirical caricaturists in mid-19th century France, Nadar contributed extensively to a number of publications devoted to caricature, including *La Revue Comique* in 1848, and the following year, *Le Petit Journal pour rire*, for which he was also the editor. It was during his tenure at the latter publication that Nadar met Gustave Doré, himself an illustrator and caricaturist who shared Nadar's passion for biting social commentary. From 1854, the year that Nadar joined his brother Adrien's photography studio, and for the next three decades of his life, Doré would pose for Nadar continuously, leaving a photographic trace marking a lifelong friendship strengthened by shared artistic and intellectual interests.





224 **HENRI CARTIER-BRESSON** 1908-2004

*André de Mandiargues, 1933*

Gelatin silver print. 6 3/8 x 9 1/4 in. (16.2 x 23.5 cm). Initialed 'H+C-B', titled and annotated 'j'ai tiré moi-même (et sa se voir) cette photo d' André de M un ami de Pierre de F. (I have printed this myself [and one can see that] of André de M, a friend of Pierre de F.) in ink and red credit stamp on the verso.

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

**PROVENANCE** The Collection of Pierre de Fenogle, the first Curator of Photography at the Centre Pompidou, Paris; Prakapas Gallery, New York

**LITERATURE** de Mandiargues, *Henri Cartier-Bresson, Photoportraits*, p. 177; Galassi, *Henri Cartier-Bresson: The Early Work*, pl. 86 there titled and dated *Andre Pieyre de Mandiargues, Italy, 1932-1933*

French novelist, playwright, critic and poet André Pieyre de Mandiargues (1909-1991) was closely affiliated with the Surrealists in the 1930s, by which point Henri Cartier-Bresson had already been immersing himself in the revolutionary movement. The intellectual and artistic dialogue between the two persevered, as evidenced by de Mandiargues's continuous writing on Henri Cartier-Bresson's portraits included in the following publications: *Ritratti: 1928-1982* (co-written with Ferdinando Scianna), 1983; *Photoportraits*, 1985; and *A propos de Paris* (co-written with Véra Feyder) published posthumously in 1994.



ACTUAL SIZE

225 **STANISLAW IGNACY WITKIEWICZ** 1885-1939

*Self-portrait*, 1912-1914

Gelatin silver print. 6 3/4 x 4 7/8 in. (17.1 x 12.4 cm).

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

**PROVENANCE** Robert Miller Gallery, New York

**LITERATURE** Connewitzer Verlagsbuchhandlung, *Witkacy Metaphysical Portraits: Photographs by Stanislaw Ignacy Witkiewicz*, p. 57

A photographer, playwright, novelist and philosopher, Stanislaw Ignacy Witkiewicz was a key figure in the Polish avant-garde movement of the early 20th century. While photographers such as Edward Weston and Alexander Rodchenko are celebrated for their early experimentation with portrait photography, it is argued that Witkiewicz was, in fact, among the pioneers to experiment with close-up, tightly cropped portraits, producing similar images of himself and his circle of friends nearly a decade before his contemporaries.



226 **MAN RAY** 1890-1976

*Untitled (Self-portrait of Man Ray)*, 1933

Gelatin silver print. 11 1/2 x 9 in. (29.2 x 22.9 cm). Signed and dated in ink on the recto; notations in French in pencil on the verso.

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

**PROVENANCE** From the artist; to a friend, Paris; Sotheby's, New York, 17 April 1991, lot 280; Christie's, New York, Twenty Years: Celebrating Galerie Zur Stockeregg, Zürich, 4 October 1999, lot 13

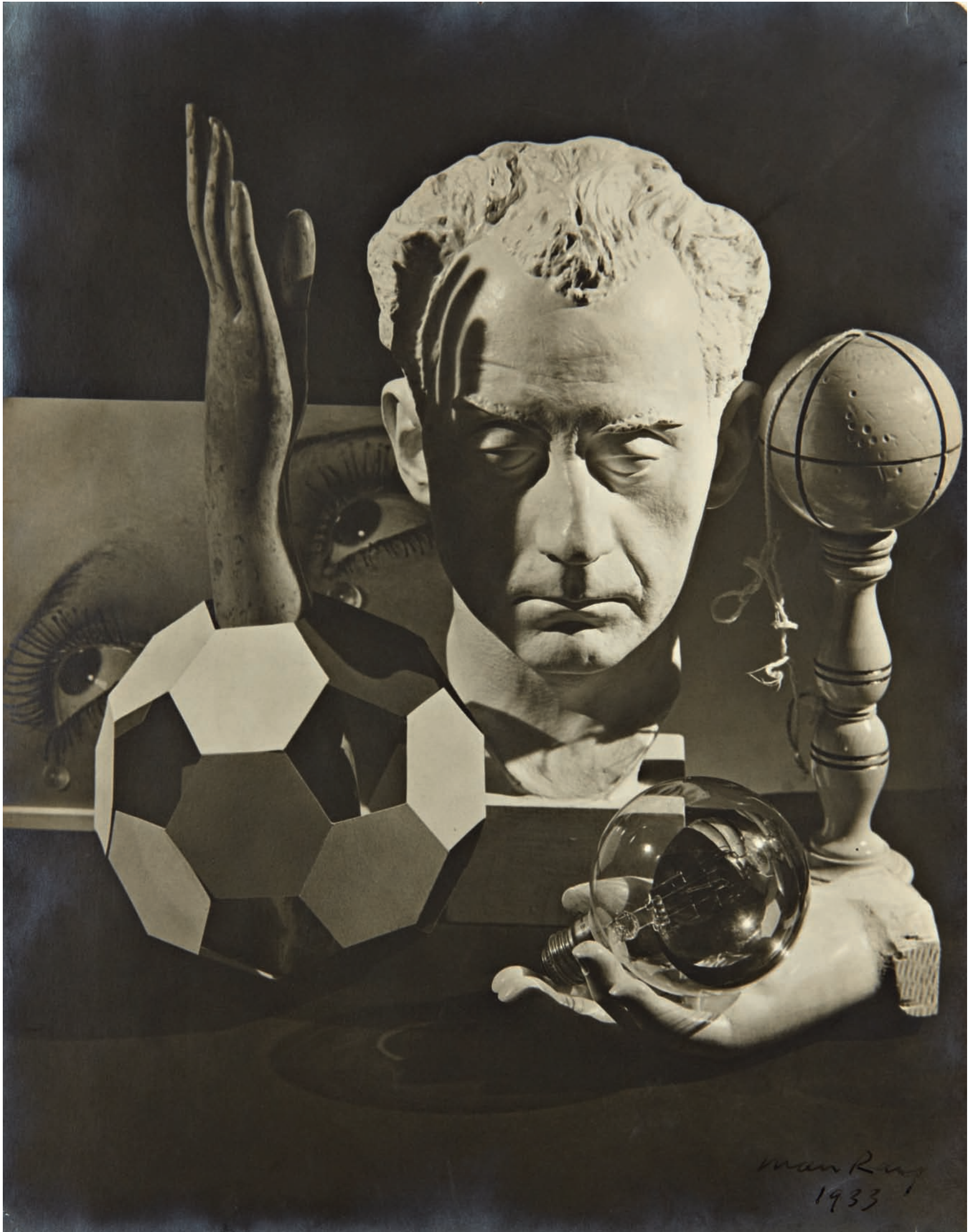
**LITERATURE** J. Paul Getty Museum, *In Focus: Man Ray: Photographs from the J. Paul Getty Museum*, pl. 34 for a color variant there titled *Still Life*; Schwarz, *Man Ray: The Rigour of Imagination*, pl. 372; Thames & Hudson, *Man Ray: Photographs*, p. 15

Man Ray arrived in Paris on Bastille Day, 1921, and was met at one of the city's gates by Marcel Duchamp. It was there that the multi-media American transplant flowered into one of history's greatest photographers. In his Paris studio Man Ray created his first 'rayographs' and accidentally discovered the otherworldly beauty of solarization. And it was in Paris, during the explosively fertile era between World War I and World War II, that Man Ray became, in his own words, "an official recorder of events and personalities."

The four Man Ray photographs offered were all taken in Paris at the height of Man Ray's use of photography. Each of the four photographs stems from Man Ray's intimate alignment with both Dada and Surrealism; a Surrealist 'happening' documented at a cabaret in 1929 (lot 230); a solarized transformation of the Italian Surrealist, Giorgio de Chirico's, profile (lot 228), into a living, breathing Roman sculpture; a heightened Existential moment captured in the chance meeting of the Spanish painter Joan Miró with a rope (lot 227) and culminating in Man Ray's monumental self-portrait (lot 226).

Man Ray made several studies for the cover of his book *Photographs by Man Ray 1920 Paris 1934*, one of which can be seen in the current lot. *Untitled, Self-portrait of Man Ray*, 1933, depicts the artist as a tableau of arranged objects; a plaster cast of Man Ray's head; a wooden hand shooting out from of a geometric object, a cast of a hand holding a light bulb; his Surrealist photographic masterpiece *Eye with Glass Tear*; and a wooden form with a bulbous top from which hangs a piece of string. *Untitled (Self-portrait of Man Ray)* is a revelation of the artist's private world - permitting our initiation into a formerly inaccessible realm through the negation of the rationale.

Another print of this image is in the collection of the San Francisco Museum of Modern Art.



ACTUAL SIZE





ACTUAL SIZE

227 **MAN RAY** 1890-1976

*Joan Miró, 1930s*

Gelatin silver print. 9 x 6 5/8 in. (22.9 x 16.8 cm). Titled 'Miro' in pencil, '31 bis rue Campagne-Première' credit, 'Epreuve Originale/ Atelier Man Ray/ Paris', and 'Reproduction Interdite' stamps on the verso.

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

**PROVENANCE** From the artist; Private Collection; Robert Mann Gallery, New York

**LITERATURE** Allan Frumkin Gallery, *Man Ray: Vintage Photographs, Solarizations and Rayographs*, pl. 51; Baum, *Man Ray's Paris Portraits: 1921-1939*, pl. 37; Thames & Hudson, *Man Ray Photographs*, pl. 29 for a variant pose

A variant print of this image is in the collection of the J. Paul Getty Museum, Los Angeles.



ACTUAL SIZE

228 **MAN RAY** 1890-1976

*Giorgio de Chirico*, 1934

Solarized gelatin silver print. 9 x 6 7/8 in. (22.9 x 17.5 cm). Signed and inscribed 'pour Giorgio de Chirico' in ink on the recto; '31 bis rue Campagne-Première' credit stamp on the verso.

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

**PROVENANCE** Jane Corkin Gallery, Toronto

**LITERATURE** Harry N. Abrams, Inc., *Man Ray: 1890-1976*, p. 191





ACTUAL SIZE

**229 NIC ALUF** 1884-1954

*Untitled (Sophie Taeuber-Arp behind Dada Head), 1920*

Gelatin silver print. 6 x 4 1/4 in. (15.2 x 10.8 cm). 'Nic Aluf Photo Zürich' credit blindstamp on the recto; titled, dated and annotated 'Retour à Marc Dachy' in ink in an unidentified hand on a Skira gallery label affixed to the verso.

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

**PROVENANCE** Robert Miller Gallery, New York

Sophie Taeuber-Arp was a multi-faceted artist at the center of the Zürich Dada Movement. With interest in textiles, performance, dance, music and the visual arts, she helped define the then-novel idea of the comprehensive artist who experiments on multiple artistic platforms. Following her marriage to Jean Arp in 1923, the two began an artistic collaboration that would last two decades.

Aluf's portrait of Taeuber-Arp depicts her under a veil and partially absconding behind one of her iconic Dada Heads. The image captures the multifarious aspects of Taeuber-Arp: performer, sculptor, painter and set designer, thereby commemorating her as the quintessential Dadaist.

Another print of this image is in the collection of the San Francisco Museum of Modern Art.



ACTUAL SIZE

**230 MAN RAY** 1890-1976

*Au Cabaret du Ciel*, 1927

Gelatin silver print, printed after 1930. 7 x 8 7/8 in. (17.8 x 22.5 cm). Titled, dated, annotated 'Arp, Aragon, Coppen [sic], Sadoul, Goemans, Breton, Unik, Tanguy, Crevel, Mégret' in pencil and '8 rue du Val-de-Grace' credit stamp on the verso.

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

**PROVENANCE** Calmels Cohen, Paris, André Breton - 42, rue Fontaine: Photographies, 16 April 2003, lot 5268

**LITERATURE** Thames & Hudson, *Man Ray Photographs*, pl. 20, there titled and dated *Le Paradis*, 1929

The cabaret scene shown in the current lot was intended for reproduction in *Variétés*, a Belgian publication dedicated to Surrealism. Depicted are among the leading thinkers, writers and artists who reflected the Surrealist spirit in their work. These include, standing: Hans Arp, Jean Caupenne, Georges Sadoul, André Breton, Pierre Unik, Yves Tanguy, Cora, André Thirion (shown from behind, facing Cora), René Crevel, Suzanne Musard, and Frédéric Mégret (shown with cigarette). Seated at the front of the table are Elsa Triolet, Louis Aragon, Camille Goëmans, and Madame Goëmans. The unidentified costumed figures were all employees of the cabaret at the time. The image captures the tight interconnectedness that typified the Surrealist circle.





231 **RAOUL UBAC** 1910-1985  
*Agui*, 1940  
Solarized gelatin silver print. 11 3/4 x 9 in. (29.8 x 22.9 cm). Initialed 'RU' and dated '40' in ink on the recto.

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

**PROVENANCE** Prakapas Gallery, New York

Raoul Ubac was a Belgian photographer, painter and sculptor, active in the Surrealist movement in Paris in the 1930s. His interest in the movement was spurred by his reading the French writer André Breton's *Manifeste du surréalisme* in 1924, which championed the unleashing of the subconscious, along with the relinquishing of control and reason in the production of art—visual, literary, or otherwise. The process of solarization, perfected by one of Ubac's strongest sources of inspiration, Man Ray, mirrors the subversive underpinnings of the movement, reversing the tonality and producing a dreamlike effect of an otherwise straightforward image, as seen in the current lot.



232 **MERET OPPENHEIM** 1913-1985  
*Self-portrait with fur-cup*, 1967  
Gelatin silver print. 4 x 5 1/4 in. (10.2 x 13.3 cm). Signed and annotated '46, av. Jean Moulin 75014 Paris' in pen, dated, annotated 'La tasse dans la quelle je bois est vraiment celle le Mus. of Mod. Art, New York!' (The fur-cup that I am drinking from is the exact one from the Museum of Modern Art, New York!) in pencil on the verso. One from an edition of 50.

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

**PROVENANCE** The Estate of Meret Oppenheim, Switzerland

233 **ERWIN BLUMENFELD** 1897-1969  
*Marianne Breslauer (later Feilchenfeldt), Amsterdam*, 1930  
Gelatin silver print. 11 3/4 x 9 1/2 in. (29.8 x 24.1 cm). Annotated 'Tweelingen' (Twins) and '151 Kalverstraat, Amsterdam' copyright credit stamp on the verso.

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

**PROVENANCE** Deborah Bell Photographs, New York





ACTUAL SIZE



234 **LEE MILLER** 1907-1977

*Joseph Cornell*, 1933

Gelatin silver print. 7 3/8 x 9 1/4 in. (18.7 x 23.5 cm). Credit stamp on the verso.

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

**PROVENANCE** Jane Corkin Gallery, Toronto

**LITERATURE** Haworth-Booth, *The Art of Lee Miller*, pl. 84 for a variant

When the famed New York dealer Julien Levy first opened his eponymous gallery in 1927, he quickly became a champion of Lee Miller's photographs, exhibiting her work alongside the masters of Surrealist art, including her mentor Man Ray, László Moholy-Nagy and Joseph Cornell. Upon their introduction, Cornell and Miller took a strong liking to one another and their mutual affinity found its way to their art- she as a source of inspiration for his objects and he as a subject for her photographs. In *Joseph Cornell*, 1933, Miller photographed the artist with one of his celebrated objects- a toy yacht with a butterfly positioned at the top of the mast and a sail that subtly transforms into a flowing mane of blonde hair. The theme of navigation, as exemplified by the yacht, was an important one throughout Cornell's work, tying into the Surrealist notion of transcendence, travelling beyond the limitations of one's imagination and subconscious. While the construction of the toy yacht most likely preceded his introduction to Miller, that he would choose this as the object with which he is photographed, one with such feminine detail, may be seen as an homage to Miller and her past as a model and fashion photographer.

There are a few variants of this image that Miller is known to have printed. One shows Cornell in profile with the tousled mane of the sailboat appearing to fall from his head; a second, similar to the first, but shot from a different perspective; and a third, cropped version that we see in the present lot. Here, Cornell's hovered position, the carefully positioned light on his head and the darker shadows against his torso give the image a much more ominous tone than the two variants. Reminiscent of Miller's *Floating Head (Mary Taylor)*, also from 1933, here we see Miller's evolution towards an increasingly Surrealist approach to photography.



ACTUAL SIZE





ACTUAL SIZE

**235 AUGUST SANDER** 1876-1964

*Otto Dix*, 1924

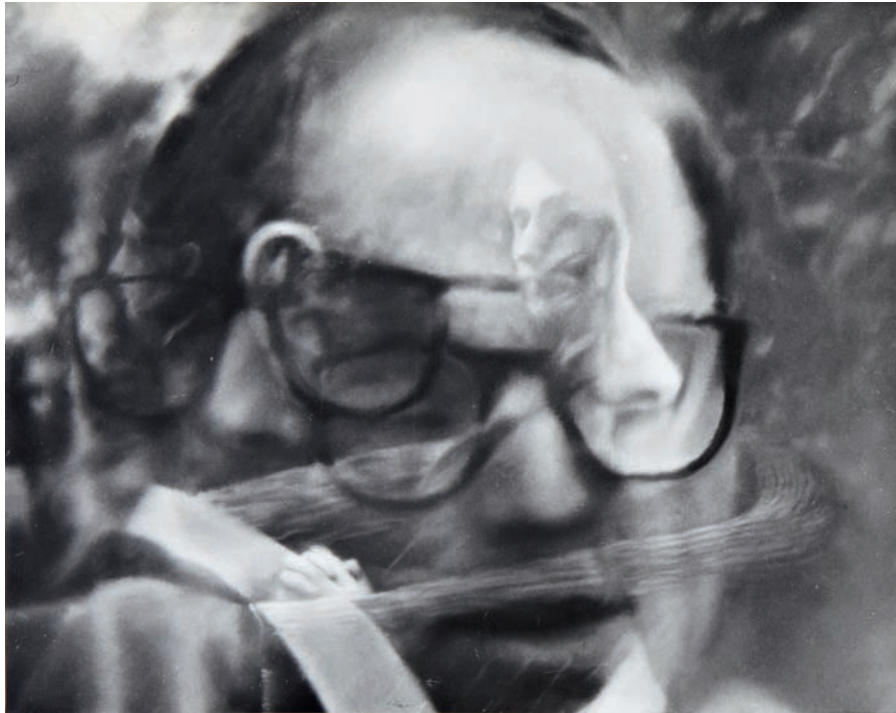
Gelatin silver print, mounted. 9 x 6 5/8 in. (22.9 x 16.8 cm). Signed, annotated 'Cöln' and dated in pencil on the overmat; credit blindstamp on the recto; 'Aug. Sander/ Lichtbildner/ Cöln-Lindenthal/ Dürenstra. 201' credit label on the reverse of the overmat.

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

**PROVENANCE** The August Sander Archive, Cologne; Private Collection, Cologne; Phillips de Pury & Luxembourg, New York, 18 October 2003, lot 88

**LITERATURE** Harry N. Abrams, Inc., *August Sander: People of the 20th Century, Volume V: The Artists*, p. 123; Schirmer/Mosel Verlag GmbH, *August Sander: Menschen des 20. Jahrhunderts*, p. 26

The New Objectivity that typified the German Weimer-era zeitgeist was thoroughly manifested in the arts, as embodied in the current lot. In portraiture, New Objectivity was exercised in its call for a forthright, in-depth and honest approach that sought the intrinsic elements within the sitters. In his paintings, Otto Dix depicted subjects whose essence he believed exemplified the era. Similarly, August Sander systematically documented people across the social cross-section, presenting an accurate slice of Germany between the two World Wars. That Dix be featured in Sander's body of work, is therefore, befitting.



236 **GERHARD RICHTER** b. 1932

*Gilbert & George, 1975*

Six color coupler prints and one gelatin silver print, mounted to board. Color coupler prints, each 4 7/8 x 3 1/2 in. (12.4 x 8.9 cm) or the reverse; gelatin silver print, 7 1/8 x 8 7/8 in. (18.1 x 22.5 cm).

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

**PROVENANCE** From the Collection of the artist; Konrad Fischer, Düsseldorf; Sammlung Marlis Gräterich; Galerie Volker Diehl, Berlin; David Zwirner Gallery, New York; Anthony Meier Fine Arts, San Francisco

**LITERATURE** Museum Boymans-van Beuningen Rotterdam, *Gerhard Richter*, p. 29 for a single image illustrated in black and white



237 **ANDRÉ KERTÉSZ** 1894-1985

*Self-portrait with Still Life of Vase & Book, Paris, 1926-1927*

Gelatin silver print, printed on carte postale. 4 x 3 1/8 in. (10.2 x 7.9 cm).

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

**PROVENANCE** Jane Corkin Gallery, Toronto

**LITERATURE** Greenough, Gurbo and Kennel, *André Kertész*, pl. 43

As a self-taught photographer, Hungarian-born André Kertész mastered the art of photographing at a young age, claiming, "Instinctively I began to compose; I learned to perceive the moment." Following his involvement in World War I as a soldier and photographer, Kertész resumed his interest in documenting and composing moments that, he once stated, he "wanted to eternalize." Perhaps it was his lack of formal education, combined with his precocious curiosity, that led Kertész to repudiate the popular Pictorialist aesthetic of the time. Accordingly, in 1923 Kertész opted to forego acceptance of a silver medal by the Hungarian Amateur Photographers' Association for its contingency that he print his winning image in bromoil, the then-favored salon photography method. Aware of his incongruence with the local photographic milieu, Kertész moved to Paris in 1925, already the European hub for avant-garde Modernist thinkers, among whom were Marc Chagall, Fernand Léger, Alexander Calder, and Piet Mondrian. The new environ provided the young Hungarian photographer with a sense of safety to freely explore his potential role within the burgeoning field of Modernist photography.

It was in Paris that he also met other Hungarian progressives, such as Brassai, Robert Capa and, as seen in lot 240, the sculptor Joseph Csáky, who had been experimenting with Cubist, and later, Deconstructivist sculpture since his move to the French capital. Kertész's portrait of Csáky, therefore, is not a mere documentary testament to an encounter between the two countrymen, but more so, a capturing of an artistic handshake between two forward thinkers who had uprooted themselves to pursue their strong desire to challenge the norm.

That same year, 1926, Kertész photographed the home of Piet Mondrian in what became one of his most celebrated images, *Chez Mondrian*, (lot 70), which strongly influenced *Self-portrait with Still Life of Vase and Book*,

*Paris, 1926-1927* (lot 237). Like the metonymic image of Mondrian's home, Kertész's self-portrait is comprised of a series of intersecting plains and lines presenting an image that is redolent of Mondrian's carefully composed minimalist grids. In both compositions, the image appears to be almost evenly divided by a strong vertical line, a geometric rail, a table at the foreground, and a floral arrangement atop. That Kertész inserted himself into the scene could be inferred as his alignment, on literal and figurative levels, with the renowned Constructivist painter.

Kertész spent an additional decade in Paris before moving to New York in 1936. During that period he continuously explored the city with his characteristic exuberance and freedom, suffusing his images with a strong narrative and an unleashed creativity, which won him the silver medal at the Exposition Coloniale in Paris, 1931. As part of his ongoing desire to present seemingly familiar scenes in unconventional ways, Kertész began to experience with distortions. In what could be seen as a precursor to his 1933 Distortions spread in *Vu* magazine under Lucien Vogel's commission, *Distortion Self-portrait with Carlo Rim*, 1930, (lot 239) manifests Kertész's proclivity to abstract the human form in formerly unseen ways. As a double-portrait Kertész's focus laid in capturing the essence of the era and the desire to break boundaries by the group of visionaries residing in Paris.

It is also in *Alone*, 1931, (lot 238) taken in Paris, that Kertész conveys his joie-de-vivre. The bird's-eye vantage point, together with the expansive range, the lack of horizon, the absence of any additional figures, and the indefinitely stretching field allude to the sense of freedom with which the depicted man is imbued. The image could very well stand as a projected self-portrait for Kertész, who, like the man in the image, enjoyed the boundless freedom of solitarily exploring his surrounding path as he deemed fit, avoiding the limiting direction granted by some predetermined path.



ACTUAL SIZE





238 **ANDRÉ KERTÉSZ** 1894-1985

*Alone*, 1931

Gelatin silver print. 7 3/4 x 9 1/2 in. (19.7 x 24.1 cm). Printer's notations in green wax pencil and annotated 'vintage' in pencil in an unidentified hand on the verso.

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

**PROVENANCE** Jane Corkin Gallery, Toronto

**LITERATURE** Ducrot, *André Kertész: Sixty Years of Photography*, p. 132





ACTUAL SIZE

239 **ANDRÉ KERTÉSZ** 1894-1985

*Distortion—Self-portrait with Carlo Rim*, 1930

Gelatin silver print. 9 x 5 3/4 in. (22.9 x 14.6 cm). Signed in pencil and '32 bis, rue du Cotentin' copyright credit stamp on the reverse of the paper mount.

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

**PROVENANCE** Olivier Renaud-Clément, New York

**LITERATURE** Greenough, Gurbo and Kennel, *André Kertész*, pl. 68





ACTUAL SIZE

**240 ANDRÉ KERTÉSZ** 1894 -1985

*Joseph Csáky, 1926*

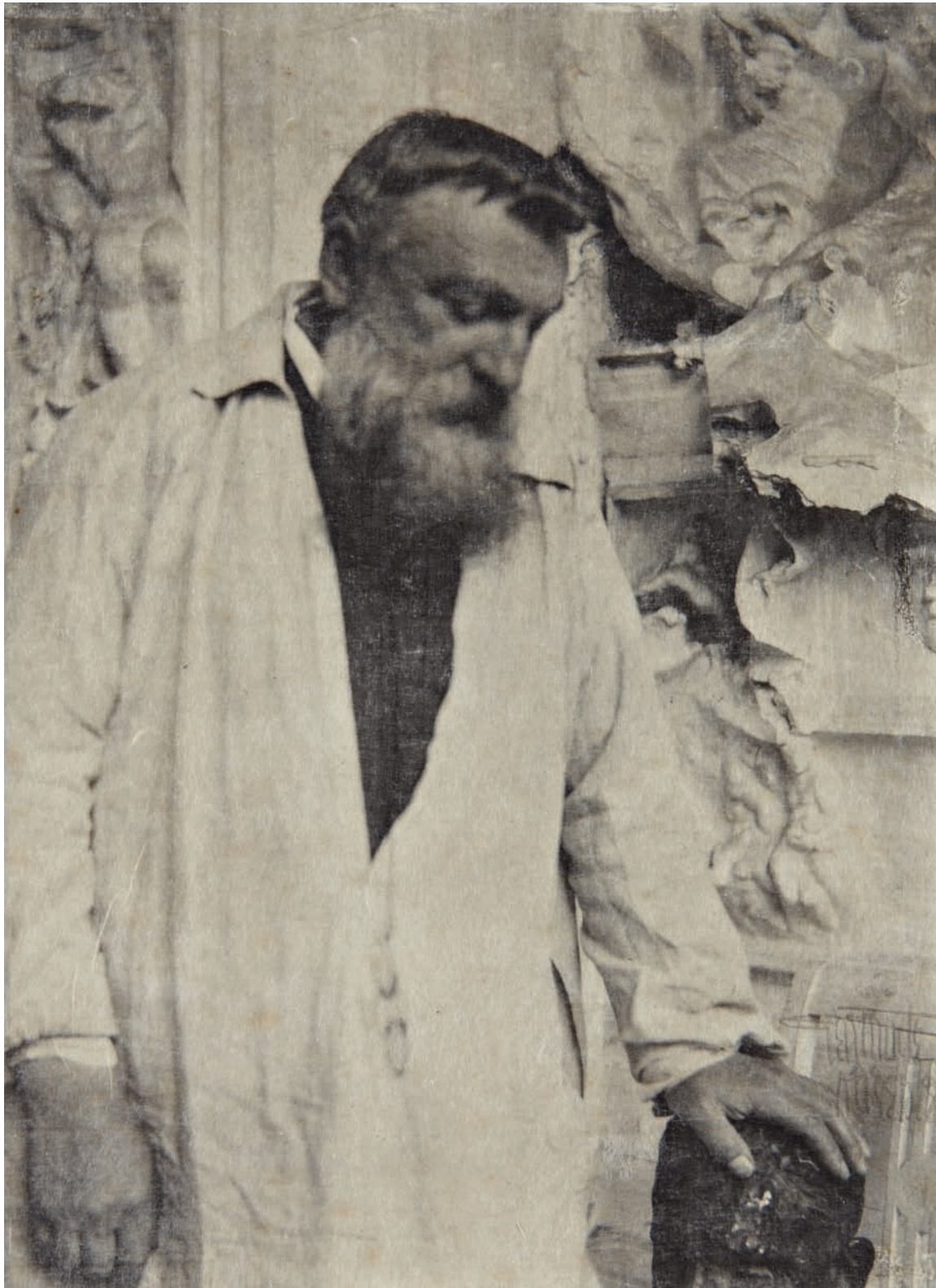
Gelatin silver print, printed on carte postale. 4 1/4 x 2 5/8 in. (10.8 x 6.7 cm). Signed, annotated 'Paris' by the artist in pencil and signed, annotated 'To little Sari Toth as a keepsake, with love from Csáky Josi' by the sitter, Joseph Csáky, in Hungarian in ink in the margin.

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

**PROVENANCE** Galerie Françoise Paviot, Paris

**LITERATURE** Thames & Hudson, *André Kertész: Of Paris and New York*, p. 132

Joseph Csáky, a native of Hungary, moved to Paris in 1908. Csáky was one of the first artists to apply Cubist principles to sculpture. As a member of the Parisian avant-garde, he produced a large body of work that is considered comparable to that of Brancusi and Archipenko.



**241 GERTRUDE KÄSEBIER** 1852-1934

*Auguste Rodin, 1905*

Platinum print on tissue, tipped to original paper mount. 12 3/4 x 9 5/8 in. (32.4 x 24.4 cm). Signed in pencil on the recto. Accompanied by the original backing board inscribed and signed in ink by the original owner, 'This portrait of Auguste Rodin was given me by the photographer Gertrude Käsebier—July 7th 1906, New York. Sara Andrew Schafer' and in a second hand in ink and pencil, 'To Elizabeth H. Wilson. Given me by Mother of Sara Schafer, 1918. E. H. Wilson.'

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

**PROVENANCE** Directly from the artist; to the Collection of Sara Andrew Schafer, New York; to the Collection of Elizabeth H. Wilson; Sotheby's, New York, 28 April 1999, lot 49

**LITERATURE** Davis, *An American Century of Photograph, From Dry-Plate to Digital: The Hallmark Photographic Collection*, pl. 90; Harry N. Abrams, Inc., *Gertrude Käsebier: The Photographer and Her Photographs*, pl. 73

Barbara Michaels, author of *Gertrude Käsebier: The Photographer and Her Photographs*, has noted in her research that this particular image was a favorite of three portraits made of Rodin by Käsebier and further, 'Because she called him the most restless subject she had ever photographed- Käsebeir counted her pictures of him among her greatest accomplishments.'

Another print of this image is in the collection of the Art Institute of Chicago. Other platinum prints of this image are in the collections of the Musée Rodin, Paris; the Metropolitan Museum of Art, New York and the Hallmark Collection at the Nelson-Atkins Museum of Art, Kansas City.





242 **BRASSAÏ** 1899-1984

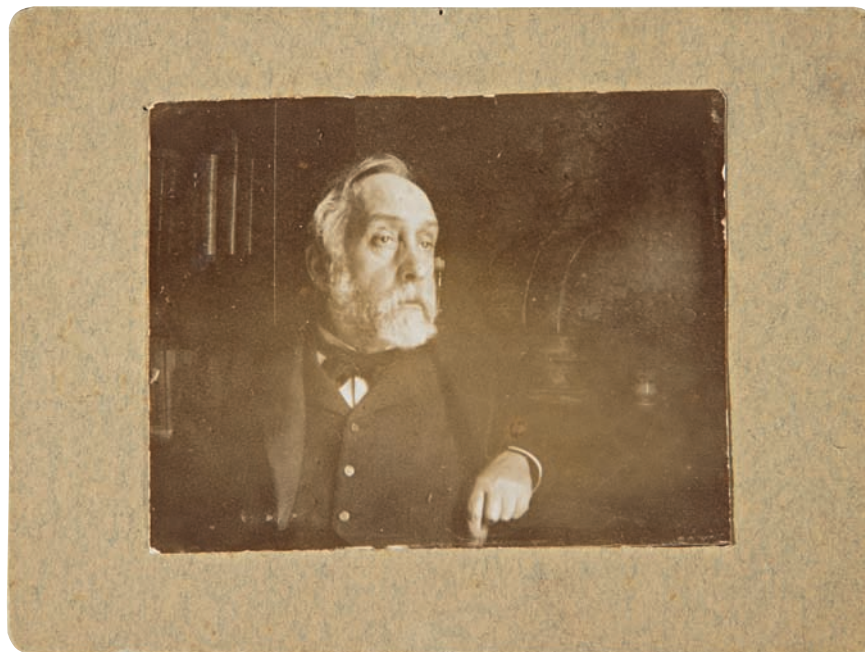
*Matisse and model*, 1939

Gelatin silver print. 10 x 7 5/8 in. (25.4 x 19.4 cm). Titled 'Matisse' in blue pencil, variously annotated in pencil, blue pencil and ink and '81 rue du Faub St-Jacques' credit stamp on the verso.

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

**PROVENANCE** Jane Corkin Gallery, Toronto

**LITERATURE** Brassaï, *The Artists of my Life*, pl. 130; Bulfinch Press, *Brassaï: The Monograph*, p. 25



ACTUAL SIZE

**243 EDGAR DEGAS** 1834-1917

*Autoportrait dans sa bibliothèque*, 1895

Gelatin silver print. 2 3/8 x 3 1/8 in. (6 x 7.9 cm). Annotated 'Degas chez lui...' in pencil in an unidentified hand with additional Jammes Collection annotations in pencil in a second hand, all on the reverse of the mount.

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

**PROVENANCE** Sotheby's, Paris, La Photographie II: Collection Marie-Thérèse et André Jammes, 21 March 2002, lot 206

**EXHIBITED** *Degas, Le modèle et l'espace*, Centre Culturel du Marais, Paris, 1984; *Edgar Degas, Photographer*, Metropolitan Museum of Art, New York 9 October 1998 - 3 January 1999; J. Paul Getty Museum, Los Angeles, 2 February - 28 March 1999; Bibliothèque Nationale de France, 11 May - 31 July 1999

**LITERATURE** Daniel, *Edgar Degas, Photographer*, p. 1 and pl. 21

As one of the progenitors of Impressionism, Edgar Degas's legacy is studded with images that capture the charm, grace and grit in everyday France during the late 19th century. As a contributor to the movement that turned attention away from aristocracy and the clergy and towards the quotidian, Degas was careful to commemorate intimate scenes from cafés, bars, the ballet and the streets, relying on soft pastels to convey atmospheric lighting. His experimentation with photography began in the 1880s and is likely to have influenced his paintings, especially in the abrupt cropping and sometimes tilted angle of his scenes. The reciprocal role between photography and painting in Degas's work is evidenced in the current photograph, which reveals a strong Pictorialist influence in the careful staging and soft lighting.

Other prints of this image are in the collections of Le Musée d'Orsay, Paris and the Fogg Museum, Cambridge





244 **ARNULF RAINER** b. 1929

*Unique Self-portrait*, 1969-1970

Gelatin silver print with oil paint. 23 1/2 x 19 1/2 in. (59.7 x 49.5 cm). Signed and annotated in wax pencil on the recto.

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

**PROVENANCE** Olivier Renaud-Clément, New York

This self-portrait, made by the internationally renowned Austrian artist Arnulf Rainer, comes from a series of black and white photographs with overpainting that depict the artist in extreme and irrational emotional states. As with the performances by artists associated with Viennese Actionism, the movement made famous and infamous for its emphasis on raw, physical and emotional outbursts, it engages the viewer with an intense experience of primitive sensation.

Rainer received the Great Austrian National Prize in 1978, and was the Austrian representative at the Venice Biennale in 1978 and 1980. In 1993 the Ayn Foundation opened the Arnulf Rainer Museum on 545 West 22nd Street in New York City.



ACTUAL SIZE

245 **TATO (GUGLIELMO SANSONI)** 1896-1974

*Multiple portrait of Marinetti*, 1930

Gelatin silver print. 8 1/4 x 6 1/4 in. (21 x 15.9 cm).

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

**PROVENANCE** From the artist; to a Private Collection; by descent to a second Private Collection; Christie's, New York, 4 October 2001, lot 217

**LITERATURE** Lista, *Futurismo e Fotografia*, pl. 140-141

In 1909, the Italian writer Filippo Tommaso Marinetti founded the highly influential avant-garde movement Futurism, whose principles were published in *La gazzetta dell'Emilia*. It advocated advancements in technology, speed, high-energy and youth. In the current lot, Tato's multiple-exposure portrait depicts Marinetti inhabiting a world reflective of Futurism's "universal dynamism", with its frenzy and fast-moving pace. In their 1929 manifesto, *Perspectives of Flight*, Marinetti and Tato speak of "...an absolutely new reality that has nothing in common with the reality traditionally constituted by a terrestrial perspective."



**246 ALEXANDER RODCHENKO** 1891-1956

*Film-maker Esther Shub, 1924*

Gelatin silver print, printed 1930s. 15 1/4 x 11 3/4 in. (38.7 x 29.8 cm). Credited, titled, dated in pencil by Varvara Rodchenko, the artist's daughter, and a collection stamp attributed to Rodchenko and Stepanova on the verso.

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

**PROVENANCE** Christie's London, 29 October 1992, lot 112; the Collection of Gerhard Sander, France; Sotheby's, New York, 7 April 1995, lot 60; Deborah Bell Photographs, New York

**LITERATURE** Lavrentiev, *Alexander Rodchenko: Photography 1924-1954*, pl. 88 for a variant; Khan, Selim O. and Magomedov, *Rodchenko: The complete Work*, p. 232 there titled *The film director Shub*; Shudakov, *Pioneers of Soviet Photography*, pl. 249 there titled and dated *Esfir Shub*, 1924

The Russian Revolution of 1917, during which the Tsarist autocracy was overthrown and ultimately replaced by a Communist Bolshevik government, engendered a group of artists, such as Alexander Rodchenko, who closely adhered to the new Socialist norms and contributed their skills to propagate it. As a medium, photography was highly favored for its documentarian link to reality and subsequent accessibility in print media, aligning itself with the decentralizing, anti-elitist, anti-capitalist premises of the new regime.

Accordingly, in his portraits Rodchenko repudiated the former Mannerist approach to portraiture in favor of a reductivist, honest approach. Between 1924 and 1928 Rodchenko, photographed the many writers, poets, artists and moviemakers affiliated with Left Front of Art. Among those who sat for a portrait by Rodchenko were the poet Vladimir Mayakovsky, the architect Alexander Vesnin, and, as seen in lot 246, the filmmaker Esther Shub.

As a member of the Goskino film company promoting the film reel's instant portal to reality, Shub elected to create a retrospective cinematic study of pre-Revolution Soviet Union. The end result was the documentary trilogy: *The Fall of the Romanov Dynasty* (1927), *The Great Road* (1927), and *Lev Tolstoy and the Russia of Nicolai II* (1928), which cemented her reputation as the foremost Soviet woman filmmaker of her day. In lot 246, Shub is seen with her elbow strongly planted on top of a counter, her fist strongly supporting her chin, and a working-class cap framing her face. Rodchenko chose to strip his portrait of Shub of any superfluous variables, allowing her essence to emerge in its simplest and most unassuming form. In fact, it is known that many of Rodchenko's portraits were taken amidst a friendly chatter, during which his decision to press the button to photograph would go unannounced. That allowed him to catch his sitter relaxed, consequently revealing their true self.

As a vital contributor to the nascent Socialist art scene, Rodchenko's scenes of the outdoors were largely influenced by Russian Formalism. As an art movement, its inclination was to "make strange", presenting a seemingly familiar scene in an unexpected manner that would invoke an immediate interaction between the viewer and the artwork. The sense of scale, depth and orientation would therefore be challenged and the final image imbued with an abrupt and refreshing shock. In *Peizazh*, 1926, (lot 248) the dramatic foreshortening of the ledge on the left and the plunging depth beyond it add an element of disorientation that effectively thrusts the viewers into the scene, encouraging engagement.

By the 1930s, the appeal and mass accessibility of photography was undeniable, becoming the foremost vessel for Socialist propaganda. The core group of post-Revolution photographers had dispersed and diluted, and Rodchenko's repertoire expanded to include jobs for the magazine *Sovietskoe Foto*, turning his lens to parades and sports activities at Red Square, as seen in lot 247. At the time, sports such as gymnastics had a dual appeal—at once an emblem of youth, agility and synchronicity, but also a symbol of freedom for having been accessible only to the upper echelon prior to the Revolution. Moreover, engaging in sports, especially within a public setting, became a metaphor for national pride and a willingness to defend the country. Rodchenko's image successfully captures the sense of renewed vitality and enthusiasm that engulfed the country without relinquishing his idiosyncratic eye and penchant for immediacy and frontality.







**247 ALEXANDER RODCHENKO** 1891-1956

*Rhythmic Gymnastics, 1936*

Gelatin silver print. 8 7/8 x 11 1/2 in. (22.5 x 29.2 cm). Signed and dated in pencil on the double mount; initialed in white ink on the recto; credited, titled and dated by Varvara Rodchenko, the artist's daughter, and a collection stamp attributed to Rodchenko and Stepanova on the verso.

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

**PROVENANCE** The Collection of Rodchenko and Stepanova; by descent to the collection of Varvara Rodchenko; Christie's, London, 29 October 1992, lot 127; to a Private Collection; to the Collection of Christoph Schifferli, Zürich; Deborah Bell Photographs, New York

**LITERATURE** Lavrentiev, *Alexander Rodchenko: Photography 1924-1954*, pl. 371



ACTUAL SIZE

248 **ALEXANDER RODCHENKO** 1891-1956

*Peizazh (The View)*, 1925

Gelatin silver print. 6 1/2 x 8 7/8 in. (16.5 x 22.5 cm). Signed and dated in pencil on the mount; titled and dated in pencil, credit stamp and a collection stamp attributed to Rodchenko and Stepanova on the reverse of the mount.

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

**PROVENANCE** Robert Mann Gallery, New York

**LITERATURE** Lavrentiev, *Alexander Rodchenko: Photography 1924-1954*, pl. 155 for a variant there titled and dated *On the embankment of the Moskva river, Winter 1926*





ACTUAL SIZE

**249 ANSEL ADAMS** 1902-1984

*Alfred Stieglitz, An American Place, New York, 1938*

Gelatin silver print. 8 3/4 x 6 in. (22.2 x 15.2 cm). Signed in pencil on the mount; 'Photograph by Ansel Adams' credit stamp on the verso.

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

**PROVENANCE** Deborah Bell Photographs, New York

**LITERATURE** Haas and Senf, *Ansel Adams: In the Lane Collection*, pl. 1; Little, Brown & Company, *The Portfolios of Ansel Adams, Portfolio I*, pl. 11

Despite his strong affinity for the Great West, Ansel Adams spent a lengthy period of time in New York throughout the 1930s and 1940s, during which

he initiated and cultivated a strong bond with Alfred Stieglitz. By then, the latter had established his reputation as a leading force within the field of American photography, having been deeply involved with the successful photographers society, Camera Club, begun the Photo Secession movement, published *Camera Work*, and opened the iconic galleries '291', The Intimate Gallery, and lastly, An American Place. Adams, an accomplished photographer within his own right, was a steadfast admirer of Stieglitz's work, and was granted a solo show at An American Place in 1936.

Other prints of this image are in the collections of the San Francisco Museum of Modern Art and the Center for Creative Photography at the University of Arizona, Tucson.



ACTUAL SIZE

250 **EDWARD STEICHEN** 1879-1973

*Self-portrait with Photographic Paraphernalia*, 1929

Gelatin silver print. 8 7/8 x 6 in. (22.5 x 15.2 cm). Copyright and '139 East 69th Street, New York City' credit stamps on the verso.

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

**PROVENANCE** Christie's East, New York, 9 June 1999, lot 200

**LITERATURE** Brandow & Ewing, *Edward Steichen: In High Fashion, The Condé Nast Years 1923-1937*, p. 143; Merritt, *Shared Space: The Joseph M. Cohen Collection*, p. 209



251 **ALFRED STIEGLITZ** 1864-1946

*Georgia O'Keeffe: A Portrait*, 1935

Gelatin silver print. 9 1/2 x 7 1/2 in. (24.1 x 19.1 cm).

**Estimate \$120,000-180,000**

**PROVENANCE** From the artist; to Georgia O'Keeffe; to the Estate of Georgia O'Keeffe; Gerald Peters Gallery, Santa Fe; Pace/MacGill Gallery, New York

**LITERATURE** Greenough, *Alfred Stieglitz: The Key Set, Volume Two*, cat. no. 1582, p. 898

*"I never knew him to make a trip anywhere to photograph. His eye was in him, and he used it on anything that was nearby. Maybe that way he was always photographing himself."* – Georgia O'Keeffe

In 1908, drawn to the creative freedom and commitment to the boundaries-pushing principles espoused by Alfred Stieglitz's '291' gallery in New York City, Georgia O'Keeffe, met the person whose life would invariably and irrevocably weave in with hers for the next 4 decades. However, it would not be until 1917 that Stieglitz begin photographing O'Keeffe, by then represented by '291'. The first photographs that Stieglitz took of O'Keeffe were provocative in their abstraction and endearing in the clear affection directed at his new subject. Images of cropped hands and torso were in keeping with Stieglitz's Modernist sensitivity as much as they were with his personal sensibility. As the two grew closer, leading to their official union in 1924, the images likewise became more intimate. Stieglitz was neither shy nor ambiguous about his collaboration with, and love for O'Keeffe. "When I make a picture," he once confessed, "I make love."

In the years that followed until 1937, Stieglitz continued photographing O'Keeffe, but the manner in which she was presented differed, especially as

the role of women in American society changed accordingly. Between the date of their first portrait in 1917 through the one presented in the current lot, 1935, the Women's Movement saw a tremendous number of changes unfold, including the first woman elected for US Congress in 1917; the right to vote in 1920; the first woman governorship in 1925; the first woman to fly solo across the Atlantic in 1932; and the first woman in a presidential cabinet in 1933. Women's contributions to society had irrevocably changed the social, political and cultural scenes, and it is also in the evolution in Stieglitz's photographs of O'Keeffe that the changes are evident.

In the late 1920s and the early 1930s Stieglitz photographed O'Keeffe by an automobile, an emblem of independence and progress. Likewise, the vast majority of the works from the 1930s show a confident woman who had comfortably settled into her own as a spouse and as an artist, having created what would later become among her most coveted artwork in the mid-1920s. The abstraction of the body in the photographs was largely eclipsed by strong frontal closeups of O'Keeffe. As seen in the current lot, O'Keeffe meets Stieglitz's keen lens in a poised but relaxed pose, smiling, her revered hands in sight but not on display, returning Stieglitz's gaze with the sense of strength and equality that had come to define the era.



ACTUAL SIZE





ACTUAL SIZE

252 **TINA MODOTTI** 1896-1942

*Portrait of Jean Charlot*, circa 1923

Gelatin silver print. 9 1/4 x 7 1/8 in. (23.5 x 18.1 cm). Signed and annotated by Jean Charlot, the sitter, in ink on the verso.

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

**PROVENANCE** Throckmorton Fine Art, Inc., New York

When Tina Modotti and Edward Weston arrived in Mexico in 1923, they were quickly and readily absorbed by a tight circle of artists that included the muralist Diego Rivera and the *Mexican Folkways* magazine editor and artist Jean Charlot. Their smooth integration into the group yielded an engaging, interactive artistic dialogue in which members of the group benefitted from an ongoing, reciprocal influence. This was exemplified by Modotti contributing photographs to Charlot's *Mexican Folkways* magazine, and Charlot posing for Modotti, as seen in the current lot.



ACTUAL SIZE

253 **MANUEL ÁLVAREZ BRAVO** 1902-2002

*Portrait of Isabel Villaseñor, 1930s*

Gelatin silver print. 4 3/4 x 3 3/4 in. (12.1 x 9.5 cm). Signed in pencil on the mount.

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

**PROVENANCE** Sotheby's, New York, 12 October 2000, lot 137



254 **EDWARD WESTON** 1886-1958

*Tina with Tear*, 1923

Gelatin silver print. 8 7/8 x 6 5/8 in. (22.5 x 16.8 cm). Initialed and dated in pencil on the mount.

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

**PROVENANCE** Deborah Bell Photographs, New York

**LITERATURE** Aperture, *Edward Weston: Fifty Years*, p. 103; Aperture, *The Daybooks of Edward Weston*, pl. 11 there dated 1924; Conger, *Edward Weston: Photographs from the Collection of the Center for Creative Photography*, fig. 112; Stebbins, *Weston's Westons: Portraits and Nudes*, pl. 10 there dated 1924; Stebbins, Quinn and Furth, *Edward Weston: Photography and Modernism*, pl. 16 there dated 1924

In 1923, at the urging of his friend Roubaix de l'Abrie Richey and their shared lover Tina Modotti, Edward Weston left his family and moved to Mexico where he embarked on a new chapter in his career that would prove influential in directing the course of his photography. Whereas his earlier portraits adhere to many of the classic characteristics of 19th century portraiture—stoic poses, elaborate costumes, accessories metaphoric of the sitter, his Mexican period, as seen in lots 254, 255 and 257, illustrates his interest in incorporating elements of Modernism and experimenting with alternate methods and approaches of portraiture.

In his first portraits in Mexico, Weston abandoned the studio setting and photographed his sitters against the backdrop of an overcast sky. Tightly cropping the images so that their faces dominated the full frame and shooting from a lower vantage point gave the sitters a weight and monumentality atypical of the classic portrait. Collectively, Weston had come to refer to that body of work as “heads.” The Mexican writer Francisco Monterde García Icazbalceta perceptively described them as “guillotine heads in the noon sun: unreal necks and martyred eyes in harsh, insolent light.” By isolating the head from all context, Weston was able to capture uniquely intimate moments, ones that speak not only to the disposition of the sitters, but even more so to Weston's personal relationships with them.

When Weston met Diego Rivera at his first exhibition in Mexico in the fall of 1923, Rivera quickly became a champion of his work, drawn to the Modernist elements echoed in his own works. The two became close friends and Weston would go on to photograph Rivera and his wife Guadalupe Marin de Rivera during his two years in Mexico. In *Diego Rivera, Mexico*, 1924 (lot 255) one can see the admiration and respect that Weston had for his new

friend. Rivera looks down upon Weston with a jovial expression, and Weston, in turn, literally looks up to Rivera, suggests a rapport reminiscent of a mentor with his mentee. Similarly, in *Guadalupe Marin de Rivera*, 1923 (lot 257) Weston captures her mid-speech with her mouth agape. From Weston's own writings of Guadalupe, this is perhaps the most appropriate manner for him to depict her as he wrote of his affection for her “strong voice, almost course, dominating.”

But neither of these “heads” are quite as revealing as *Tina with Tear*, 1923 (lot 254), which shows Modotti with a tear rolling down her cheek. The act of photographing someone, by its very nature, is an intimate act, but to do so as someone expresses vulnerability supposes an undeniable trust between the photographer and sitter. While Weston's nudes of Modotti are far more intimate in a literal way, their chief concern lies within the formal qualities of her body. Here, by contrast, the camera nearly becomes transparent as we see Modotti not through a lens but through the adoring eye of her lover.

In as much as Weston's “heads” demonstrate his fascination with contemporary icons of Mexican art, such as Rivera and his wife, he was equally interested in the greater history of Mexican culture. In *Cholula Costume* (lot 256), Weston portrays the dancer and choreographer Rosa Covarrubias in native Mexican attire. In 1930 Rosa married Miguel Covarrubias, the renowned Mexican ethnologist, art historian, painter, caricaturist, and set and costume designer. Rosa and Miguel were close friends of Weston and Modotti, who taught Rosa photography. What Weston captured in his lens is not merely the “woman of great beauty and charm” as described by José Limón in his biography, but also a model of traditional Mexican culture, one that was researched and consequently introduced by Rosa and her husband to create a new era in contemporary Mexican dance.



ACTUAL SIZE





ACTUAL SIZE

255 **EDWARD WESTON** 1886-1958

*Diego Rivera, Mexico, 1924*

Gelatin silver print. 7 1/8 x 7 in. (18.1 x 17.8 cm). Signed, titled, dated, annotated 'Carmel-' and printing notations in pencil on the verso.

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

**PROVENANCE** Throckmorton Fine Art, Inc., New York

**LITERATURE** Conger, *Edward Weston: Photographs from the Collection of the Center for Creative Photography*, fig. 151; *Touring Topics*, December 1929



256 **EDWARD WESTON** 1886-1958  
*Cholula Costume*, circa 1926  
Gelatin silver print. 9 x 7 1/4 in. (22.9 x 18.4 cm). Signed, titled, and annotated 'Glendale-' in pencil on the mount.

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

**PROVENANCE** Throckmorton Fine Art, Inc., New York



257 **EDWARD WESTON** 1886-1958  
*Guadalupe Marin de Rivera*, 1923  
Palladium print. 8 x 6 1/2 in. (20.3 x 16.5 cm).

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

**PROVENANCE** Throckmorton Fine Art, Inc., New York  
**LITERATURE** Aperture, *Edward Weston: Fifty Years*, p. 112; Conger, *Edward Weston: Photographs from the Collection of the Center for Creative Photography*, fig. 110; Lodima Press, *Edward Weston: Life Work*, fig. 6

Another print of this image is in the collection of the Art Institute of Chicago.





ACTUAL SIZE

258 **BILL BRANDT** 1904-1983

*Self-portrait*, 1930s

Gelatin silver print, printed 1950s. 5 x 4 in. (12.7 x 10.2 cm). Credit stamp on the verso.

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

**PROVENANCE** Lee Gallery, Massachusetts





259 **JUDY DATER** b. 1941

*Imogen and Twinka at Yosemite, 1974*

Gelatin silver print, printed 1989. 9 1/2 x 7 1/2 in. (24.1 x 19.1 cm). Signed in pencil on the overmat; signed, titled, dated, numbered 5/20 and copyright in pencil on the verso.

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

**PROVENANCE** The Witkin Gallery, New York

**LITERATURE** Dater, *Imogen Cunningham: A Portrait*, cover and p. 126; Facio, *Colección Fotografía del Museo Nacional de Bellas Artes*, p. 95; Fetterman, *Woman: A Celebration*, pl. 52





260 **TINA BARNEY** b. 1945

*Jill And I, 1990*

Color coupler print. 45 1/4 x 58 in. (114.9 x 147.3 cm). Signed, dated and numbered 7/10 in ink on the recto.

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

**PROVENANCE** Janet Borden, Inc., New York

261 **MARTIN PARR** b. 1952

*Martin and Susie from Bored Couples, 1993*

Fujicolor Crystal Archive print. 16 3/4 x 20 1/2 in. (42.5 x 52.1 cm). Signed, titled 'Bored Couples', dated and numbered 4/25 in ink on the verso.

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

**PROVENANCE** Janet Borden, Inc., New York







262 **PHILIP-LORCA DICORCIA** b. 1951

*Bruno and Me*, 1993

Color coupler print. 15 1/4 x 22 7/8 in. (38.7 x 58.1 cm). Signed in ink on the verso. One from an edition of 20.

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

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





263 **NAN GOLDIN** b. 1953

*Ethyl Eichelberger at Area, NYC, 1984*

Dye destruction print. 24 1/4 x 16 1/2 in. (61.6 x 41.9 cm). Signed, titled, dated and numbered 1/25 in ink on the verso.

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

**PROVENANCE** Matthew Marks Gallery, New York





264 **NIKKI S. LEE** b. 1970

*The Young Japanese (East Village) Project (15), 1997*

Fujiflex Crystal Archive print, mounted. 24 x 34 in. (61 x 86.4 cm). Number 1 from an edition of 3.

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

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

**LITERATURE** Hatje Cantz, *Nikki S. Lee: Projects*, p. 32

265 **NIKKI S. LEE** b. 1970

*The Yuppie Project (17), 1998*

Fujiflex Crystal Archive print, mounted. 24 x 34 in. (61 x 86.4 cm). Number 1 from an edition of 3.

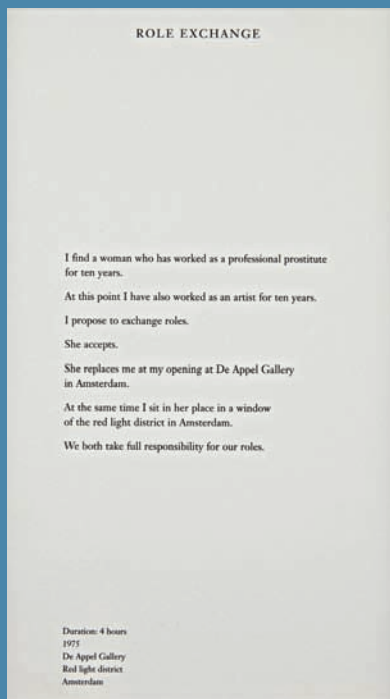
**Estimate** \$2,500-3,500

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

**LITERATURE** Hatje Cantz, *Nikki S. Lee: Projects*, p. 47; Hatje Cantz, *Open City: Street Photographs Since 1950*, p. 167







266 **MARINA ABRAMOVIĆ** b. 1946

*Role Exchange*, 1975

Gelatin silver print diptych and wall text, printed 1994. Each 22 1/2 x 32 1/4 in. (57.2 x 81.9 cm); wall text 10 1/4 x 7 1/4 in (26 x 18.4 cm). Printed title, date and number 10/16 on a gallery label affixed to the reverse of the frame.

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

**PROVENANCE** Sean Kelly Gallery, New York

**LITERATURE** Abramovic, *Marina Abramovic: Sur la Voie*, pp. 50-51; Illes, *Marina Abramovic: Objects, Performance, Video, Sound*, p. 16, both for illustrations from the performance





267 **KIKI SMITH** b. 1954

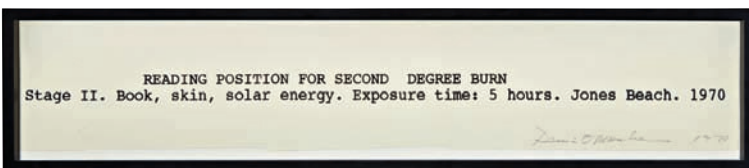
*Sleeping Witch*, 2000

Seven color coupler prints, one with hand applied paint. Each 15 3/4 x 23 3/8 in. (40 x 59.4 cm) or the reverse. One signed, dated and numbered 1/3 in pencil on the reverse of the mount.

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

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





268 **DENNIS OPPENHEIM** 1938-2011

*Reading Position for Second Degree Burn*, 1970

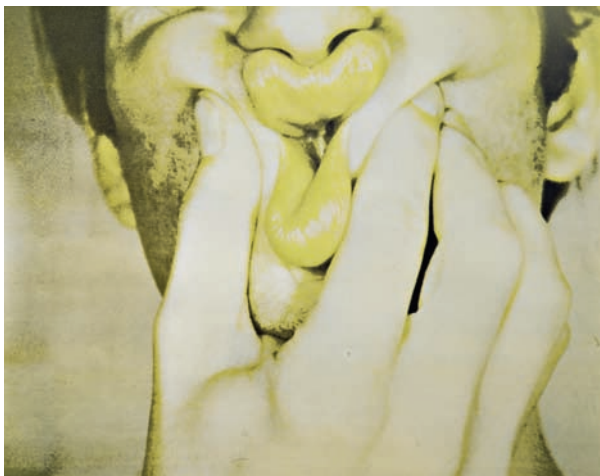
Two color coupler prints and wall text. Each 39 1/2 x 49 1/2 in. (100.3 x 125.7 cm); wall text, 9 1/2 x 49 1/2 in. (24.1 x 125.7 cm). Signed and dated in pencil on the wall text.

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

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

**LITERATURE** Harry N. Abrams Inc., *Dennis Oppenheim: Selected Works 1967-90*, p. 62;

Strongly influenced by the legacy of the Conceptual art movement, Dennis Oppenheim was a key figure in Performance and Body Art in the late 1960s and 1970s. Along with his contemporaries such as Vito Acconci and Marina Abramovic, Oppenheim used his body as both the canvas for, and record of his performances, with the physical burns and scars lasting far longer than the performances themselves. Here, in one of his most famous works, Oppenheim documents the before and after effects of a performance on a Long Island beach. Lying in the sun for five hours with a book on his chest, Oppenheim's performance references the passage of time while the corresponding photographs demonstrate the crucial role that photography played in eternalizing and publicizing these passing events.



269 **BRUCE NAUMAN** b. 1941

*Study for Holograms*, 1970

Five screenprints. Each 20 3/8 x 25 3/4 in. (51.8 x 65.4 cm). Each signed, dated '70' and numbered 44/150 in ink in the margin.

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

**PROVENANCE** Olivier Renaud-Clément, New York

**LITERATURE** Guggenheim Museum, *Speaking with Hands: Photographs from the Buhl Collection*, pp. 138-139; Harry N. Abrams, Inc., *Photography Transformed: The Metropolitan Bank & Trust Collection*, pl. 147 for a single image; Los Angeles County Museum of Art, *Bruce Nauman: Work from 1965-1972*, pl. 59; Storr, *Bruce Nauman: Neon Sculptures Drawings*, p. 87

In discussion of his approach, performance artist Bruce Nauman has stated, "I [am] using my body as a piece of material and manipulating it. I think of it as going into the studio and being involved in some activity. Sometimes it works out that the activity involves making something, and sometimes the activity itself is the piece." Accordingly, the five images in the current lot document the artist's organic approach to his work, pushing the limits of his skin, and consequently, his art.

Other sets of the five screenprints are in the collections of the San Francisco Museum of Modern Art, The Los Angeles County Museum of Art, the Walker Art Center, Minneapolis, The Art Institute of Chicago and the Tate Collection, London.





270 **IÑIGO MANGLANO-OVALLE** b. 1961

*Climate-White Noise*, 2000

Color coupler print, Diasc mounted, 2 pegs and 2 noise protectors. 21 x 45 1/2 in. (53.3 x 115.6 cm). Signed in ink, printed title, date and number 3/10 on a gallery label affixed to the reverse of the flush-mount.

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

**PROVENANCE** Olivier Renaud-Clément, New York

**LITERATURE** Fundacion La caixa, *Iñigo Manglano-Ovalle*, p. 78



271 **MATTS LEIDERSTAM** b. 1956

*Selbstbildnis*, 2002-2003

Dye destruction diptych. Each 19 x 15 in. (48.3 x 38.1 cm). Right panel signed in ink on a gallery label affixed to the reverse of the frame; each with printed title, date, number 3/6, annotation 'right panel' and 'left panel', respectively, on a gallery label affixed to the reverse of the frame.

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

**PROVENANCE** Olivier Renaud-Clément, New York

Swedish artist Matts Leiderstam examines the way in which the dynamic among movie characters is affected by their interaction with an artwork. In the current diptych, Leiderstam drew inspiration from Alfred Hitchcock's movie *Vertigo* from 1958, in which the male protagonist stumbles into the

female protagonist at a museum, catching her off-guard gazing at a work of art. Leiderstam staged scenes that similarly leave viewers watching a museum goer gazing at a work of art. Subsequently, he calls into question the interplay between subject and object, and the ensuing power dynamic between those who watch and those being watched, as pivoted by a work of art.

Leiderstam holds a Ph.D. in Fine Arts from Malmö Art Academy, Lund University, Sweden and has exhibited at the Kunsthalle Düsseldorf, Germany; Salon Museum of Contemporary Art, Belgrade; Kunstmuseum Liechtenstein, Vaduz; Magasin 3 Stockholm Konsthall, Sweden; Göteborgs Konsthall, Sweden; Minetta Brook at Cedar Grove, The Thomas Cole, National Historic Site, Catskill, New York; Institute of Visual Arts, University of Wisconsin, Milwaukee; and Klemens Gasser & Tanja Grunert Inc, New York.





272 **SARAH LUCAS** b. 1962

*Self-portrait at 17, 1978*

Gelatin silver print, mounted, printed 2000. 47 1/2 x 58 1/2 in. (120.7 x 148.6 cm).

Printed title, date and number 1/6 on a gallery label affixed to the reverse of the frame.

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

**PROVENANCE** Olivier Renaud-Clément, New York

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

● No Reserve

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

2 BIDDING IN THE SALE

Bidding at Auction

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

Bidding in Person

To bid in person, you will need to register for and collect a paddle before the auction begins. Proof of identity in the form of government issued identification will be required, as will an original signature. We may also require that you furnish us with a bank reference. New clients are encouraged to register at least 48 hours in advance of a sale to allow sufficient time for us to process your information. All lots sold will be invoiced to the name and address to which the paddle has been registered and invoices cannot be transferred to other names and addresses. Please do not misplace your paddle. In the event you lose it, inform a Phillips de Pury & Company staff member immediately. At the end of the auction, please return your paddle to the registration desk.

Bidding by Telephone

If you cannot attend the auction, you may bid live on the telephone with one of our multi-lingual staff members. This service must be arranged at least 24 hours in advance of the sale and is available for lots whose low pre-sale estimate is at least \$1000. Telephone bids may be recorded. By bidding on the telephone, you consent to the recording of your conversation. We suggest that you leave a maximum bid, excluding the buyer's premium and any applicable taxes, which we can execute on your behalf in the event we are unable to reach you by telephone.

Absentee Bids

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

Employee Bidding

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

Bidding Increments

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

\$50 to \$1,000	by \$50s
\$1,000 to \$2,000	by \$100s
\$2,000 to \$3,000	by \$200s
\$3,000 to \$5,000	by \$200s, 500, 800 (i.e. \$4,200, 4,500, 4,800)
\$5,000 to \$10,000	by \$500s
\$10,000 to \$20,000	by \$1,000s
\$20,000 to \$30,000	by \$2,000s
\$30,000 to \$50,000	by \$2,000s, 5,000, 8,000
\$50,000 to \$100,000	by \$5,000s
\$100,000 to \$200,000	by \$10,000s
above \$200,000	auctioneer's discretion

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

### 3 THE AUCTION

#### Conditions of Sale

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

#### Interested Parties Announcement

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

#### Consecutive and Responsive Bidding

The auctioneer may open the bidding on any lot by placing a bid on behalf of the seller. The auctioneer may further bid on behalf of the seller up to the amount of the reserve by placing consecutive bids or bids in response to other bidders.

### 4 AFTER THE AUCTION

#### Payment

Buyers are required to pay for purchases immediately following the auction unless other arrangements are agreed with Phillips de Pury & Company in writing in advance of the sale. Payments must be made in US dollars either by cash, check drawn on a US bank or wire transfer, as noted in Paragraph 6 of the Conditions of Sale. It is our corporate policy not to make or accept single or multiple payments in cash or cash equivalents in excess of US\$10,000.

#### Credit Cards

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

#### Collection

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

#### Loss or Damage

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

#### Transport and Shipping

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

#### Export and Import Licenses

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

#### Endangered Species

Items made of or incorporating plant or animal material, such as coral, crocodile, ivory, whalebone, rhinoceros horn or tortoiseshell, irrespective of age, percentage or value, may require a license or certificate prior to exportation and additional licenses or certificates upon importation to any foreign country. Please note that the ability to obtain an export license or certificate does not ensure the ability to obtain an import license or certificate in another country, and vice versa. We suggest that prospective bidders check with their own government regarding wildlife import requirements prior to placing a bid. It is the buyer's sole responsibility to obtain any necessary export or import licenses or certificates as well as any other required documentation. The denial of any required license or certificate or any delay in obtaining such documentation will not justify the cancellation of the sale or any delay in making full payment for the lot.



## CONDITIONS OF SALE

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

### 1 INTRODUCTION

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

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

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

### 2 PHILLIPS de PURY & COMPANY AS AGENT

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

### 3 CATALOGUE DESCRIPTIONS AND CONDITION OF PROPERTY

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

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

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

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

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

### 4 BIDDING AT AUCTION

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

(b) As a convenience to bidders who cannot attend the auction in person, Phillips de Pury & Company may, if so instructed by the bidder, execute written absentee bids on a bidder's behalf. Absentee bidders are required to submit bids on the "Absentee Bid Form," a copy of which is printed in this catalogue or otherwise available from Phillips de Pury & Company. Bids must be placed in the currency of the sale. The bidder must clearly indicate the maximum amount he or she intends to bid, excluding the buyer's premium and any applicable sales or use taxes. The auctioneer will not accept an instruction to execute an absentee bid which does not indicate such maximum bid. Our staff will attempt to execute an absentee bid at the lowest possible price taking into account the reserve and other

bidders. Any absentee bid must be received at least 24 hours in advance of the sale. In the event of identical bids, the earliest bid received will take precedence.

(c) Telephone bidders are required to submit bids on the "Telephone Bid Form," a copy of which is printed in this catalogue or otherwise available from Phillips de Pury & Company. Telephone bidding is available for lots whose low pre-sale estimate is at least \$1,000. Phillips de Pury & Company reserves the right to require written confirmation of a successful bid from a telephone bidder by fax or otherwise immediately after such bid is accepted by the auctioneer. Telephone bids may be recorded and, by bidding on the telephone, a bidder consents to the recording of the conversation.

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

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

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

### 5 CONDUCT OF THE AUCTION

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

(b) The auctioneer has discretion at any time to refuse any bid, withdraw any lot, re-offer a lot for sale (including after the fall of the hammer) if he or she believes there may be error or dispute and take such other action as he or she deems reasonably appropriate.

(c) The auctioneer will commence and advance the bidding at levels and in increments he or she considers appropriate. In order to protect the reserve on any lot, the auctioneer may place one or more bids on behalf of the seller up to the reserve without indicating he or she is doing so, either by placing consecutive bids or bids in response to other bidders.

(d) The sale will be conducted in US dollars and payment is due in US dollars. For the benefit of international clients, pre-sale estimates in the auction catalogue may be shown in pounds sterling and/or euros and, if so, will reflect approximate exchange rates. Accordingly, estimates in pounds sterling or euros should be treated only as a guide.

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

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

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

### 6 PURCHASE PRICE AND PAYMENT

(a) The buyer agrees to pay us, in addition to the hammer price of the lot, the buyer's premium and any applicable sales tax (the "Purchase Price"). The buyer's premium is 25% of the hammer price up to and including \$50,000, 20% of the portion of the hammer price above \$50,000 up to and including \$1,000,000 and 12% of the portion of the hammer price above \$1,000,000. Phillips reserves the right to pay from our compensation an introductory commission to one or more third parties for assisting in the sale of property offered and sold at auction.

(b) Sales tax, use tax and excise and other taxes are payable in accordance with applicable law. All prices, fees, charges and expenses set out in these Conditions of Sale are quoted exclusive of applicable taxes. Phillips de Pury & Company will only accept valid resale certificates from US dealers as proof of exemption from sales tax. All foreign buyers should contact the Client Accounting Department about tax matters.

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

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

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

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

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

Please reference the relevant sale and lot number.

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

## 7 COLLECTION OF PROPERTY

(a) Phillips de Pury & Company will not release a lot to the buyer until we have received payment of its Purchase Price in full in cleared funds, the buyer has paid all outstanding amounts due to Phillips de Pury & Company or any of our affiliated companies, including any charges payable pursuant to Paragraph 8 (a) below, and the buyer has satisfied such other terms as we in our sole discretion shall require, including completing any anti-money laundering or anti-terrorism financing checks. As soon as a buyer has satisfied all of the foregoing conditions, and no later than five days after the conclusion of the auction, he or she should contact our Shipping Department at +1 212 940 1372 or +1 212 940 1373 to arrange for collection of purchased property.

(b) Promptly after the auction, we will transfer all lots to our warehouse located at 29-09 37th Avenue in Long Island City, Queens, New York. All purchased lots should be collected at this location during our regular weekday business hours. As a courtesy to clients, Phillips de Pury & Company will upon request transfer on a bi-weekly basis purchased lots suitable for hand carry back to our premises at 450 West 15th Street, New York, New York for collection within 30 days following the date of the auction. Purchased lots are at the buyer's risk, including the responsibility for insurance, from the earlier to occur of (i) the date of collection or (ii) five days after the auction. Until risk passes, Phillips de Pury & Company will compensate the buyer for any loss or damage to a purchased lot up to a maximum of the Purchase Price paid, subject to our usual exclusions for loss or damage to property.

(c) As a courtesy to clients, Phillips de Pury & Company will, without charge, wrap purchased lots for hand carry only. We will, at the buyer's expense, either provide packing, handling, insurance and shipping services or coordinate with shipping agents instructed by the buyer in order to facilitate such services for property bought at Phillips de Pury & Company. Any such instruction, whether or not made at our recommendation, is entirely at the buyer's risk and responsibility, and we will not be liable for acts or omissions of third party packers or shippers. Third party shippers should contact us by telephone at +1 212 940 1376 or by fax at +1 212 924 6477 at least 24 hours in advance of collection in order to schedule pickup.

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

## 8 FAILURE TO COLLECT PURCHASES

(a) If the buyer pays the Purchase Price but fails to collect a purchased lot within 30 days of the auction, each lot will incur a late collection fee of \$50, administrative charges of \$10 per day and insurance charges of .1% of the Purchase Price per month on each uncollected lot.

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

## 9 REMEDIES FOR NON-PAYMENT

(a) Without prejudice to any rights the seller may have, if the buyer without prior agreement fails to make payment of the Purchase Price for a lot in cleared funds within five days of the auction, Phillips de Pury & Company may in our sole discretion exercise one or more of the following remedies: (i) store the lot at Phillips de Pury & Company's premises or elsewhere at the buyer's sole risk and expense at the same rates as set forth in Paragraph 8 (a) above; (ii) cancel the sale of the lot, retaining any partial payment of the Purchase Price as liquidated damages; (iii) reject future bids from the buyer or render such bids subject to

payment of a deposit; (iv) charge interest at 12% per annum from the date payment became due until the date the Purchase Price is received in cleared funds; (v) subject to notification of the buyer, exercise a lien over any of the buyer's property which is in the possession of Phillips de Pury & Company and instruct our affiliated companies to exercise a lien over any of the buyer's property which is in their possession and, in each case, no earlier than 30 days from the date of such notice, arrange the sale of such property and apply the proceeds to the amount owed to Phillips de Pury & Company or any of our affiliated companies after the deduction from sale proceeds of our standard vendor's commission and all sale-related expenses; (vi) resell the lot by auction or private sale, with estimates and a reserve set at Phillips de Pury & Company's reasonable discretion, it being understood that in the event such resale is for less than the original hammer price and buyer's premium for that lot, the buyer will remain liable for the shortfall together with all costs incurred in such resale; (vii) commence legal proceedings to recover the hammer price and buyer's premium for that lot, together with interest and the costs of such proceedings; or (viii) release the name and address of the buyer to the seller to enable the seller to commence legal proceedings to recover the amounts due and legal costs.

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

(c) In the event the buyer is in default of payment to any of our affiliated companies, the buyer also irrevocably authorizes Phillips de Pury & Company to pledge the buyer's property in our possession by actual or constructive delivery to our affiliated company as security for the payment of any outstanding amount due. Phillips de Pury & Company will notify the buyer if the buyer's property has been delivered to an affiliated company by way of pledge.

## 10 RESCISSION BY PHILLIPS de PURY & COMPANY

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

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

Before bidding for any property, prospective buyers are advised to make their own inquiries as to whether a license is required to export a lot from the United States or to import it into another country. Prospective buyers are advised that some countries prohibit the import of property made of or incorporating plant or animal material, such as coral, crocodile, ivory, whalebone, rhinoceros horn or tortoiseshell, irrespective of age, percentage or value. Accordingly, prior to bidding, prospective buyers considering export of purchased lots should familiarize themselves with relevant export and import regulations of the countries concerned. It is solely the buyer's responsibility to comply with these laws and to obtain any necessary export, import and endangered species licenses or permits. Failure to obtain a license or permit or delay in so doing will not justify the cancellation of the sale or any delay in making full payment for the lot.

## 12 CLIENT INFORMATION

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

## 13 LIMITATION OF LIABILITY

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

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



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

(d) Subject to subparagraph (e) below, none of Phillips de Pury & Company, any of our affiliated companies or the seller shall be liable to the buyer for any loss or damage beyond the refund of the Purchase Price referred to in subparagraph (a) above, whether such loss or damage is characterized as direct, indirect, special, incidental or consequential, or for the payment of interest on the Purchase Price to the fullest extent permitted by law.

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

#### **14 COPYRIGHT**

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

#### **15 GENERAL**

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

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

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

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

#### **16 LAW AND JURISDICTION**

(a) The rights and obligations of the parties with respect to these Conditions of Sale and Authorship Warranty, the conduct of the auction and any matters related to any of the foregoing shall be governed by and interpreted in accordance with laws of the State of New York, excluding its conflicts of law rules.

(b) Phillips de Pury & Company, all bidders and all sellers agree to the exclusive jurisdiction of the (i) state courts of the State of New York located in New York City and (ii) the federal courts for the Southern and Eastern Districts of New York to settle all disputes arising in connection with all aspects of all matters or transactions to which these Conditions of Sale and Authorship Warranty relate or apply.

(c) All bidders and sellers irrevocably consent to service of process or any other documents in connection with proceedings in any court by facsimile transmission, personal service, delivery by mail or in any other manner permitted by New York law or the law of the place of service, at the last address of the bidder or seller known to Phillips de Pury & Company.

## **AUTHORSHIP WARRANTY**

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

(a) Phillips de Pury & Company gives this Authorship Warranty only to the original buyer of record (i.e., the registered successful bidder) of any lot. This Authorship Warranty does not extend to (i) subsequent owners of the property, including purchasers or recipients by way of gift from the original buyer, heirs, successors, beneficiaries and assigns; (ii) property created prior to 1870, unless the property is determined to be counterfeit (defined as a forgery made less than 50 years ago with an intent to deceive) and has a value at the date of the claim under this warranty which is materially less than the Purchase Price paid; (iii) property where the description in the catalogue states that there is a conflict of opinion on the authorship of the property; (iv) property where our attribution of authorship was on the date of sale consistent with the generally accepted opinions of specialists, scholars or other experts; or (v) property whose description or dating is proved inaccurate by means of scientific methods or tests not generally accepted for use at the time of the publication of the catalogue or which were at such time deemed unreasonably expensive or impractical to use.

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

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450 PARK AVENUE NEW YORK 10022

4 October 2011, 6pm

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450 PARK AVENUE NEW YORK 10022

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

Sunday 2 October 12pm-6pm

Monday 3 October 10am-6pm

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**Inside Back Cover** André Kertész, *Alone*, 1931, lot 238 (detail)

**Back Cover** Andy Warhol, *Self-portrait in Drag*, 1980, lot 216

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