

**Innovators of Photography:**  
**A Private East Coast Collection**  
*New York, 8 October 2015*



PHILLIPS



**“I am at v**

William Eggleston

war with the



**obvious.”**













**Innovators of Photography:  
A Private East Coast Collection**  
*New York, 8 October 2015*

**Auction & Viewing Location**  
450 Park Avenue New York 10022

**Auctions**  
8 October 2015  
10am (lots 1-53) immediately followed by  
Photographs (lots 54-131)  
2pm Photographs (lots 132-248)

**Viewing**  
26 September - 7 October  
Monday - Saturday 10am - 6pm  
Sunday 12pm - 6pm

**Sale Designation**  
When sending in written bids or making  
enquiries please refer to this sale as  
NY040315 or Innovators of Photography.

**Absentee and Telephone Bids**  
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## I. Henri Cartier-Bresson

1908-2004

*Hyères, France, 1932*

Gelatin silver print, printed later.

9½ x 14 in. (24.1 x 35.6 cm)

Signed in ink and copyright credit blindstamp in the margin.

### Estimate

\$10,000-15,000

### Literature

Galassi, *Henri Cartier-Bresson: The Early Work*, p. 100

Galassi, *Henri Cartier-Bresson: The Man, the Image and the World*, pl. 76

Thames & Hudson, *Henri Cartier-Bresson: Europeans*, p. 22

Bulfinch, *On the Art of Fixing a Shadow: One Hundred and Fifty Years of Photography*, p. 237

**“To me, photography is the simultaneous recognition,  
in a fraction of a second, of the significance of an event.”**

Henri Cartier-Bresson



## 2. Henri Cartier-Bresson

1908-2004

*On the Banks of the Marne, France, 1938*

Gelatin silver print, printed later.

11½ x 17½ in. (29.5 x 44.8 cm)

Signed in ink and copyright credit blindstamp in the margin.

### Estimate

\$10,000-15,000

### Literature

Galassi, *Henri Cartier-Bresson: The Early Work*, p. 42

Galassi, *Henri Cartier-Bresson: The Modern Century*, back cover and p. 150

Montier, *Henri Cartier-Bresson and the Artless Art*, pl. 111





### 3. Henri Cartier-Bresson

1908-2004

*Behind the Gare Saint Lazare, Paris, 1932*  
Gelatin silver print, printed later.  
14 x 9½ in. (35.6 x 24.1 cm)  
Signed in ink and copyright credit  
blindstamp in the margin.

#### Estimate

\$10,000-15,000

#### Literature

Galassi, *Henri Cartier-Bresson: The Early Work*, p. 10  
Galassi, *Henri Cartier-Bresson: The Man, the Image and the World*, pl. 45  
Galassi, *Henri Cartier-Bresson: The Modern Century*, p. 81  
Montier, *Henri Cartier-Bresson and the Artless Art*, pl. 89  
Thames & Hudson, *Henri Cartier-Bresson: Scrapbook, Photographs 1932-1946*, pp. 86-87



#### 4. **Bill Brandt** 1904-1983

*Nude, London*, 1952  
Gelatin silver print, printed later.  
13 $\frac{3}{8}$  x 11 $\frac{1}{4}$  in. (34 x 28.6 cm)  
Signed in ink on the mount.

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

##### **Literature**

Abrams, *Brandt: The Photography of Bill Brandt*, cover and pl. 242  
Da Capo Press, *Bill Brandt: Shadow of Light*, pl. 121  
Fraser, *Bill Brandt: Nudes 1945-1980*, pl. 53  
Photo Poche, *Bill Brandt*, cover  
Thames & Hudson, *Bill Brandt: Photographs 1928-1983*, p. 172  
Thames & Hudson, *Brandt Nudes: A New Perspective*, p. 63



## 5. **André Kertész** 1894-1985

*Chez Mondrian, 1926*

Gelatin silver print, printed later.

9½ x 7¼ in. (24.1 x 18.4 cm)

Signed, titled, dated, annotated and inscribed in pencil on the verso.

### **Estimate**

\$5,000-7,000

### **Literature**

Borhan, *André Kertész: His Life and Work*, p. 155

National Gallery of Art, *André Kertész*, pl. 50

Penguin Books, *André Kertész: Sixty Years of Photography*, p. 119

Thames & Hudson, *André Kertész: Of Paris and New York*, p. 136

Bulfinch Press, *On the Art of Fixing A Shadow: One Hundred and Fifty Years of Photography*, pl. 240

High Museum of Art, *Chorus of Light: Photographs from the Sir Elton John Collection*, p. 124

## 6. Man Ray 1890-1976

*Marcel Duchamp*, circa 1920-1921

Gelatin silver print.

6 x 3 $\frac{7}{8}$  in. (15.2 x 9.8 cm)

'31 bis, Rue Campagne Première Paris' credit stamp  
(Manford M28) on the verso.

### Estimate

\$50,000-80,000

### Provenance

Christie's East, New York, 8 November 1982, lot 149

This Man Ray photograph is an early and rare portrait of the avant-garde photographer's colleague Marcel Duchamp, considered by many to be the most influential artist of the 20th Century. It is also a synergetic performance piece. By creating a stage through the frame of photography these two great innovators allow us to contemporaneously witness Duchamp's legendary metamorphosis from art-maker to chess-player. Reflecting the previous five years Man Ray and Duchamp collaborated together, the portrayal of this mythic transformation is a game changer.

Man Ray's close collaborative friendship with Marcel Duchamp began in 1915, soon after Duchamp arrived in New York City. That year Man Ray had the first solo exhibition of his art, while Duchamp's reputation as a radical artist proceeded him from Paris to New York with the shocking inclusion in the 1913 Armory exhibition of his painting *Nude Descending a Staircase no 2*, 1912. They quickly became the center of a small group of artists who completely radicalized art, as America knew it. Both living at one point in an art colony across the Hudson, they met almost nightly, gathered at the home of the collectors Walter and Louise Arensberg, or Alfred Stieglitz' gallery and partied together in Greenwich Village.

After teaching himself to use a camera to document his art, Man Ray started to experiment with photography as a tool to make art around 1918 – only two years before this photograph was most likely taken. With the use of photography, Man Ray and Duchamp started producing radically modern images of reconstructed identity such as Man Ray's portrait of Duchamp as his alter-ego Rose Sélavy, circa 1920-1921 and as a "Monte Carlo Banknote" circa 1921. In doing

so they opened the floodgates of traditional art and what constitutes a portrait. In this early photograph Duchamp is seen as a fully formed artist in the "pupa" or transition stage. In his hands are what appears to be two small wings and hanging on the wall (as if a Readymade work of art) is Duchamp's chessboard chrysalis.

The physical act of morphing from one form to another is indicated by Man Ray's strong lighting - which fractures his subject into dual layers. Duchamp had previously used fracturing and layering in his infamous painting *Nude Descending a Staircase no 2*. In this performance-portrait and in a photo of bed-sheets hanging on a clothesline, blowing in the wind (taken at the same time and titled *Moving Sculpture*), Man Ray pushed Duchamp's innovative idea that the dynamics of movement in ordinary objects could be seen as art into the modern realm of photography.

The collaborative friendship of these two great innovators reached a peak in 1920, the year Duchamp returned to New York from a two year sabbatical that included a nine-month stint in Buenos Aires where he carved his own chess set with the help of local craftsmen. The following year Man Ray moved to Paris and became the leading photographer in André Breton's circle of Surrealism. Duchamp had proceeded him by a few months, but by then Duchamp was no longer making art. Instead, the creative powerhouse whose ideas swept the way for Pop and Conceptual Art, focused almost exclusively on the game of chess.

This print was likely in Man Ray's possession until his death, with the Manford M28 applied by Lucien Treillard prior to it being released to the market.





Actual size



**7. Frederick Sommer** 1905-1999

*Virgin and Child with St. Anne and the Infant St. John*, 1966

Gelatin silver print, printed later.

9¼ x 6⅞ in. (23.5 x 17.5 cm)

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

**Provenance**

Christie's, New York, 18 April 2002, lot 187

**Literature**

Center for Creative Photography, *Sommer: Words/Images*, pl. 38

**Estimate**

\$8,000-12,000



## 8. O. Winston Link 1914-2001

*NW1103, Hot Shot Eastbound at the laeger Drive-in, West Virginia, 1956*  
Gelatin silver print, printed 1987.  
15⅜ x 19¼ in. (39.1 x 48.9 cm)  
Signed, titled 'NW 1103', dated, annotated in pencil and copyright credit reproduction limitation stamp on the verso.

### Estimate

\$7,000-9,000

### Literature

Abrams, *America's Last Steam Railroad: Steam Steel & Stars*, Photographs by O. Winston Link, p. 125  
Abrams, *An American Century of Photography: The Hallmark Photographic Collection*, p. 367  
High Museum of Art, *Chorus of Light: Photographs from the Sir Elton John Collection*, p. 104



## 9. Elliott Erwitt b. 1928

*California, 1955*  
Gelatin silver print, printed later.  
11⅞ x 17⅞ in. (30.2 x 45.4 cm)  
Signed in ink in the margin; signed, titled and dated in pencil on the verso.

### Estimate

\$3,000-4,000

### Provenance

Hamiltons Gallery, London

### Literature

Phaidon, *Elliott Erwitt: Snaps*, p. 502  
teNeues, *Elliott Erwitt: Personal Best*, pp. 434-435  
High Museum of Art, *Chorus of Light: Photographs from the Sir Elton John Collection*, p. 105



**10. Robert Frank** b. 1924

*London*, 1951

Gelatin silver print, printed no later than 1973.

8⅞ x 13½ in. (22.5 x 34.3 cm)

Signed, titled and dated in ink in the margin.

**Estimate**

\$40,000-60,000

**Provenance**

Fraenkel Gallery, San Francisco

**Literature**

National Gallery of Art, Washington, *Robert Frank:*

*Moving Out*, p. 81

Pantheon Books, *The Lines of My Hand*, n.p.

Photo Poche, *Robert Frank*, pl. 29

Scalo, *HOLD STILL\_keep going*, p. 19

Scalo, *Robert Frank: London/Wales*, p. 15

Cambridge, *A History of Photography*, p. 193

**“It is always the instantaneous reaction to oneself that produces a photograph.”**

Robert Frank

This unforgettable image of a child seemingly running out and away from an open-door hearse shows us very little about what can be seen in the world. Instead, this indelible image shoots inward – like a rocket to the heart – releasing a wellspring of personal identification with the possibility of freedom. Taken by Robert Frank, one of the most influential photographers of the 20th Century, *London*, is a post-war existential masterpiece.

Born in Switzerland in 1924, Frank grew up Zurich as one of two sons in a middle class Jewish family. Even though he was in neutral Switzerland, he still came of age during the war years and it was a tumultuous

time. Frank, in speaking of his childhood, has been quoted as saying, “I was driven by negative influence. I wanted to get away.” Photography provided him with the opportunity. Rather than joining the family business, as he was encouraged to do, Frank apprenticed with commercial photographers learning both the precision and technique of his trade. Once the war was over, the gates of the world opened, and Frank took flight.

After a brief period in Paris, Frank landed in New York. It was love at first sight: the diversity and seemingly freedom the city offered captivated Frank. He got a job with Alexey Brodovitch as a photographer for







Harper's Bazaar being well paid at \$25 per picture for a column on shopping. But Robert Frank needed to make his own pictures and periodically took off to places like Peru, Paris, London and Wales in search of "some moment I couldn't explain." *London*, 1951 was taken on one such excursion. In this photograph, the universal child running down a stone path into a misty unknown could be Frank himself escaping the confines of what others thought he should be doing in both photography and in life.

Four years after he took the image being offered, Frank was awarded a Guggenheim Fellowship to photograph the country he chose to be his home.

Frank's fierce and poignant images of America were published as *The Americans* in 1959. While this London image predates those infamous images, it too is in our public consciousness as one of Robert Frank's greatest photographs. For time after time this mysterious image has conjured up in multitudes of viewers, as it did with Frank the instant he took it, a flash of emotional recognition as we witness ourselves released from confinement.

Another print of this image is in the collection of the Victoria and Albert Museum, London.





## 11. **Harry Callahan** 1912-1999

*Ireland, 1979*

Dye-transfer print.

7 x 10 $\frac{3}{8}$  in. (17.8 x 26.4 cm)

Signed in pencil in the margin.

### **Estimate**

\$5,000-7,000

### **Provenance**

Christie's, New York, 18 October 2006, lot 321

### **Literature**

Greenough, *Harry Callahan*, p. 157



## 12. **Emmet Gowin** b. 1941

*Poggibonsi, Italy, 1978*

Gelatin silver print.

7 $\frac{1}{2}$  x 9 $\frac{5}{8}$  in. (19.1 x 24.4 cm)

Signed, titled 'Poggibonzi' [sic] and dated in pencil on the reverse of the mount.

### **Estimate**

\$2,000-3,000

### **Provenance**

Christie's, New York, 26 April 2005, lot 308



## 13. **Frank Gohlke** b. 1942

*Ten Minutes in North Texas #1,*

*Clay County, 1995*

Gelatin silver print, flush-mounted, printed 2011.

43 $\frac{5}{8}$  x 30 $\frac{1}{2}$  in. (110.8 x 77.5 cm)

Signed, titled, dated and numbered 1/8 in ink on an artist's label accompanying the work.

### **Estimate**

\$1,500-2,500

### **Provenance**

Massachusetts College of Art Benefit Auction, 8 April 2005, lot 35, courtesy the artist



**14. Lee Friedlander** b. 1934

*New Orleans*, 1973  
Gelatin silver print.  
7⅞ x 11⅞ in. (18.7 x 28.3 cm)  
Signed, titled, dated in pencil and  
'printed 1970s' stamp on the verso.

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

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

Please reference lot 16 for an essay  
on the photographer.



**15. Lee Friedlander** b. 1934

*Cody, Wyoming*, 2000  
Gelatin silver print.  
15 x 14¾ in. (38.1 x 37.5 cm)  
Signed in pencil, copyright credit  
reproduction limitation and 'printed  
2004' stamps on the verso.

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

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

**Literature**  
Galassi, *Friedlander*, pl. 628

Please reference lot 16 for an essay  
on the photographer.









## 16. Lee Friedlander b. 1934

*New York City, 1966*

Gelatin silver print, printed 1970s.

7 $\frac{3}{8}$  x 11 in. (18.7 x 27.9 cm)

Signed, titled 'NYC', dated in pencil and copyright credit reproduction limitation stamp on the verso.

### Estimate

\$25,000-35,000

### Provenance

Janet Borden, Inc., New York

### Literature

Galassi, *Friedlander*, pl. 120

Harry N. Abrams, Inc., *Lee Friedlander: Like a One-Eyed Cat: Photographs 1956-1987*, pl. 20

Haywire Press, *Lee Friedlander, Photographs*, pl. 31

The Museum of Modern Art, *Self Portrait*, pl. 27

Glenn, *Double Vision: Photographs from the Strauss Collection*, p. 82

Henry Art Gallery, *After Art: Rethinking 150 Years of Photography*, p. 12

Schirmer/Mosel, *Mechanismus und Ausdruck*, p. 169

Weski and Liesbrock, *How You Look At It: Photographs of the 20th Century*, p. 427

While working as a freelance photographer at the start of his career, Lee Friedlander's shadow would inevitably fall within the frame of the picture he was about to shoot. He later remarked, "at first, my presence in my photos was fascinating and disturbing. But as time passed... I was able to add a giggle to those feelings." Thus a typical accident in photography turned into Friedlander's art, with his acceptance that the camera's lens focused both behind, on himself, and ahead, on his subjects. To this effect, Peter Galassi wrote "his shadow became the protagonist of minidramas of the street." Such is the case with the present lot, *New York City, 1966* in which Friedlander trails a blonde female on a bright, sunny day, leaving his "Self Portrait" on her styled bob and fur coat.

Lee Friedlander's obsession with photographing on the streets, and breaking the conventional rules of photography, is also evidenced in lot 20, *New York City, 1965*. Though this picture demonstrates a keen observation of line and shadow, it comes with a quintessential Friedlander twist: the emergence of a passerby's leg stepping into the right of the frame. By leaving in what others are taught to leave out, Friedlander wakes us up to the moment.

Combined with lot 14, *New Orleans, 1973* and lot 15, *Cody, Wyoming, 2000* the offerings in this sale span 35 years of Friedlander's renowned career.

## 17. Diane Arbus 1923-1971

*A family on their lawn one Sunday in Westchester, N.Y.*, 1968  
Gelatin silver print, printed 1968-1971.  
15 x 14 $\frac{7}{8}$  in. (38.1 x 37.8 cm)  
Stamped 'a diane arbus print', signed by Doon Arbus,  
Executor, in ink, copyright credit and reproduction limitation  
stamps on the verso. Accompanied by a signed letter of  
authenticity from the Estate of Diane Arbus.

### Estimate

\$250,000-350,000

### Provenance

Christie's, New York, 23 April 1996, lot 502

### Literature

Aperture, *Diane Arbus*, n.p.  
Aperture, *Diane Arbus: Magazine Work*, pp. 106-107  
Arbus, Sussman, Phillips, Selkirk and Rosenheim,  
*Diane Arbus: Revelations*, p. 329  
Dexter and Weski, *Cruel and Tender: The Real in the  
Twentieth-Century Photograph*, p. 239  
Henry Art Gallery, *After Art: Rethinking 150 Years of  
Photography*, p. 64  
*Sunday Times Magazine* (London), 10 November 1968

Diane Arbus' *A family on their lawn one Sunday in Westchester, N.Y.* was taken a year after the 1976 *New Documents* exhibition, which was comprised of ninety works by Lee Friedlander, Garry Winogrand, and Diane Arbus, at The Museum of Modern Art, New York. In explaining the commonality among Arbus and her contemporaries, John Szarkowski said "In the past decade a new generation of photographers has redirected the technique and aesthetic of documentary photography to more personal ends. Their aim has been not to reform life but to know it, not to persuade but to understand." Arbus, motivated by her own somewhat sheltered Manhattan upbringing focused her photography around her desire to escape, explore, and understand worlds and lives outside her own. Guided by her mentor Lisette Model, she was able to delve into capturing the "freakishness of normalcy and the normalcy of freakishness" as A.D. Coleman described later in the *Village Voice*.

In the convergence between assignments for *Esquire*, *The London Times* and *Harper's Bazaar*, and a return to her *Family Album*, the working title for a book she had envisioned, *A family on their lawn one Sunday in Westchester, N.Y.*, 1968 and *A young Brooklyn family going for a Sunday outing, N.Y.C.*, were taken. These two photographs were published on facing pages in an article *American Families* for an issue of the *London Sunday Times Magazine* in November of 1968. Her enthrallment with the Tarnopol family, featured in this upper-middle class suburban scene, was immediate as she described in a letter about meeting Mrs. Tarnopol. "She is about 35 with terribly blonde hair and enormously eyelashed and booted and probably married to a dress manufacturer or restaurateur and I said I wanted to photograph her with husband and children... They are a fascinating family. I think all families are creepy in a way."

Contact sheets from the day this picture was taken show the three Tarnopol children with their parents posing for the camera. Arbus then reconstructs the simple summer scene with Mr. and Mrs. Tarnopol placed in perfectly positioned lounge chairs with only their son, Paul, his back to the camera, playing by the pool. She dismantles the stereotypical family portrait by selecting this incomplete family and fully disengaged moment, as if the subjects had forgotten the presence of Arbus and her lens. Framed with her signature square Rolleiflex camera format, the direct sunlight heightens the contrast of the scene with the stark tree line in the background, providing a more austere and dramatic view of a seemingly ordinary afternoon. "I mean if you scrutinize reality closely enough, if in some way you really, really get to it, it becomes fantastic... and you sometimes see that very clearly in a photograph. Something is ironic in the world and it has to do with the fact that what you intend never comes out like you intended it." She employs the same acute ability to unveil and disarm the well-coiffed Tarnopol family as she did with *Jewish giant at home with his parents in the Bronx*, and all of the subjects she documented in her oeuvre.

This lifetime print was acquired in 1996, and the last time a lifetime print of this image was at auction was in 2008. The importance of this picture is further compounded by Arbus' inclusion of it in her 1969 portfolio, *A Box of Ten Photographs*, ten images that she felt best represented her accomplishments as a photographer.

Other prints of this image are in the collections of the Metropolitan Museum of Art, New York, the Getty Museum, Los Angeles, the San Francisco Museum of Modern Art, and the Akron Art Museum, Ohio.





**“I mean if you scrutinize reality closely enough, if in some way you really, really get to it, it becomes fantastic.”**

Diane Arbus

**18. Irving Penn** 1917-2009

*Two Women in Black with Bread, Morocco, 1971*

Platinum palladium print, printed 1986.

19<sup>5</sup>/<sub>8</sub> x 19<sup>3</sup>/<sub>8</sub> in. (49.8 x 49.2 cm)

Signed, titled, dated, initialed, numbered 15/21 in pencil,  
Condé Nast copyright credit (courtesy Vogue) reproduction  
limitation, credit and edition stamps on the reverse of the  
aluminum flush-mount.

**Estimate**

\$50,000-70,000

**Provenance**

Hamiltons Gallery, London

**“A good photograph is one that communicates a fact,  
touches the heart, leaves the viewer a changed person  
for having seen it. It is, in a word, effective.”**

Irving Penn





**“The eye should  
learn to listen before  
it thinks.”**

Robert Frank





**19. William Eggleston** b. 1939

*Huntsville, Alabama*, 1971

Dye transfer print.

18¼ x 12¾ in. (46.4 x 32.4 cm)

Signed in ink and numbered 20/20 in pencil on the verso.

**Estimate**

\$80,000-120,000

**Provenance**

Christie's, New York, 5 October 1995, lot 448

**Literature**

Szarkowski, *William Eggleston's Guide*, p. 108

Thames & Hudson, *William Eggleston*, p. 96

Whitney Museum of American Art, *William Eggleston: Democratic Camera: Photographs and Video, 1961-2008*, pl. 33

Please reference lot 21 for an essay on the photographer. Other prints of this image are in the collections of the Museum of Modern Art, New York, the Whitney Museum, New York, and the Milwaukee Art Museum.





**20. Lee Friedlander** b. 1934

*New York City*, 1965

Gelatin silver print, printed 1970s.

6 $\frac{3}{8}$  x 9 $\frac{5}{8}$  in. (16.2 x 24.4 cm)

Signed, titled 'NYC', dated in pencil, copyright credit reproduction limitation and 'printed 1970s' stamps on the verso.

**Estimate**

\$15,000-25,000

**Provenance**

Janet Borden, Inc., New York

**Literature**

Galassi, *Friedlander*, pl. 130

Please reference lot 16 for an essay on the photographer.









**21. William Eggleston** b. 1939

*Memphis*, 1969-1970

Dye transfer print, printed 1970s.

12 x 17½ in. (30.5 x 43.5 cm)

Signed in pencil on the verso.

**Estimate**

\$250,000-350,000

**Provenance**

William Floyd Gallery, Virginia

**Literature**

Szarkowski, *William Eggleston's Guide*, cover and p. 80 for a variant crop

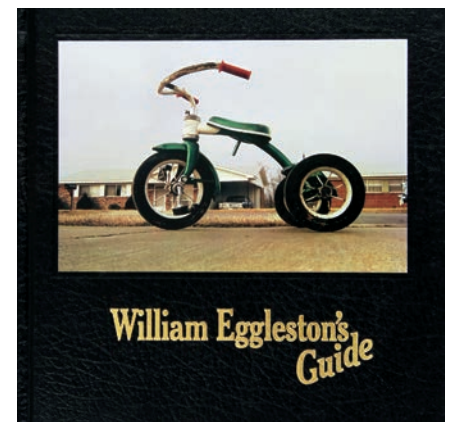
Thames & Hudson, *William Eggleston*, p. 94

Whitney Museum of American Art, *William Eggleston: Democratic Camera: Photographs and Video, 1961-2008*, pl. 22 for a variant crop

Dexter and Weski, *Cruel and Tender: The Real in the Twentieth-Century Photograph*, p. 151

Moore, *Starburst: Color Photography in America 1970-1980*, p. 159





*William Eggleston's Guide, cover*

## **“As pictures... these seem to me perfect.”**

John Szarkowski in his introduction to *William Eggleston's Guide*

In the late 1960s and early 1970s, Memphis native William Eggleston photographed in and around the towns he knew, capturing scenes that today form a visual document of the American south. What distinguished him from others who had a similar pursuit (Robert Frank with *The Americans* being a noted example) is that Eggleston captured what he saw in vibrant color, breaking out of the traditional black and white mold. These pictures, further distinguished by their contrast of warm and cool, middle horizon line, and at times low vantage point, simultaneously elevated the commonplace and brought color photography into the context of fine art photography.

The photographs received early recognition by John Szarkowski who, in 1976, granted William Eggleston a major one-man show of color photographs at The Museum of Modern Art, New York. The exhibition featured 75 prints, a collaborative edit between Szarkowski and Eggleston that focused on pictures from the Mississippi Delta, Tennessee, and New Orleans. The accompanying monograph, *William Eggleston's Guide* was MoMA's first publication of color photography and had a tighter edit of 48 images, which included lot 19, *Huntsville, Alabama*, lot 22, *Sumner, Mississippi*, lot 23, *Jackson, Mississippi*, and featured the present lot, and what is considered the seminal image of this body of work, on the cover.

Once commenting on the photograph, Eggleston stated, “It was not so interesting to stand at normal standing-height and look down at this thing, so I got down low with it.” From this almost child-like point of view, the tricycle dominates

the picture, with the complimentary colors of the blue-green frame, and bright cherry red handle-bar, pushing the suburban Memphis setting to the background, leaving the viewer to contemplate the balance of color and form, and the transformation of the mundane into the monumental.

While today these images are familiar, at the time, they were shocking to critics and audience alike, as expectations of photography within the museum context remained confined to a traditional black and white image. Having broken that barrier, Eggleston's deceptively casual images harbingered the use of color as a vital component of the photographic composition.

Like the prints exhibited in the 1976 MoMA exhibition, the prints being offered as lots 19, 22, 23, and the present lot, are all in the dye transfer process. Known for its intense saturation of color and being the only printing process that allowed for individual color adjustments, it was expensive and rarely used for fine art printing when Eggleston starting using the method, likely 1974. Today it is ever more costly and rare as Kodak stopped manufacturing the chemicals to make dye transfer prints in the mid-1990s, and few supplies remain. Further enhancing the rarity of this specific print, it was printed prior to the edition of 20 from 1980, and was created from the original Kodachrome transparency, which was lost sometime after that edition was produced.

Other prints of this image are in the collections of the Museum of Modern Art, New York, the Getty Museum, Los Angeles, and the Nelson-Atkins Museum, Kansas City.





**22. William Eggleston** b. 1939

*Sumner, Mississippi*, 1969-1971

Dye transfer print, printed 1986.

13½ x 20¾ in. (34.3 x 52.7 cm)

Signed in ink, numbered 5/12 in pencil, 'William Eggleston's Guide' and edition stamps on the verso.

**Estimate**

\$30,000-50,000

**Provenance**

Sotheby's New York, 5 October 1995, lot 507

**Literature**

Szarkowski, *William Eggleston's Guide*, p. 89

Thames & Hudson, *William Eggleston*, p. 26

Whitney Museum of American Art, *William Eggleston: Democratic Camera, Photographs and Video, 1961-2008*, pl. 17

Dexter and Weski, *Cruel and Tender: The Real in the Twentieth-Century Photograph*, p. 152 there dated before 1975

Please reference lot 21 for an essay on the photographer. Another print of this image is in the collection of the Museum of Modern Art, New York.



**23. William Eggleston** b. 1939

*Jackson, Mississippi*, 1969-1970

Dye transfer print, printed 1986.

13½ x 20⅞ in. (34.3 x 53 cm)

Signed in ink, numbered 7/12 in pencil, 'William Eggleston's Guide' and edition stamps on the verso.

**Estimate**

\$50,000-70,000

**Provenance**

Janet Borden Inc., New York

**Literature**

Szarkowski, *William Eggleston's Guide*, p. 47

Whitney Museum of American Art, *William Eggleston:*

*Democratic Camera: Photographs and Video*,

1961-2008, pl. 20

Abrams, *A Critical History: American Photography*, p. 187

Moore, *Starburst: Color Photography in America*

1970-1980, p. 145

Please reference lot 21 for an essay on the photographer. Other prints of this image are in the collections of the Museum of Modern Art, New York and the Nelson-Atkins Museum, Kansas City.











**24. Andrew Moore** b. 1957

*The Yellow Porch, Sheridan County, NE, 2013*

Archival pigment print.

44¼ x 58 in. (112.4 x 147.3 cm)

Signed in ink, printed title, date and number  
3/5 on a gallery label affixed to the reverse  
of the flush-mount.

**Estimate**

\$12,000-18,000

**Provenance**

Yancey Richardson Gallery, New York





**25. Lewis Baltz** 1945-2014

*Rule Without Exception*, 1991  
Chromogenic print, flush-mounted.  
48¼ x 71½ in. (122.6 x 181.9 cm)  
Number 3 from an edition of 5 plus artist's proofs.  
Accompanied by a gallery certificate of authenticity.

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

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

**Literature**  
Baltz, *Rule Without Exception*, cover



**26. Bruce Davidson** b. 1933

*Untitled, Subway, New York, 1980*  
Dye transfer print, printed 2006.  
14¾ x 22½ in. (37.5 x 56.2 cm)  
Signed and numbered 6/10 in pencil on the verso.

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

**Provenance**  
Howard Greenberg Gallery, New York

**Literature**  
Steidl, *Bruce Davidson, Subway*, n.p.





**27. Philip-Lorca diCorcia** b. 1951

*New York, 1996*

Chromogenic print.

24 $\frac{7}{8}$  x 37 $\frac{3}{8}$  in. (63.2 x 94.9 cm)

Signed in pencil on the reverse of the flush-mount.

One from an edition of 15 plus artist's proofs.

**Estimate**

\$12,000-18,000

**Provenance**

Galerie Almine Rech, Paris

Private Collection, Europe

Phillips de Pury & Luxembourg, New York,

24 April 2003, lot 66

**28. Edward Burtynsky** b. 1955

*Manufacturing #17, Deda Chicken Processing Plant,  
Dehui City, Jilin Province, China, 2005*  
Fujicolor Crystal Archive print.  
47¼ x 72⅝ in. (120 x 183.8 cm)  
Overall 50 x 74½ in. (127 x 189.2 cm)  
Signed in ink, printed title, date and number 2/6 on a  
label affixed to the reverse of the flush-mount.

**Estimate**

\$25,000-35,000

**Provenance**

Charles Cowles Gallery, New York

**Exhibited**

*Manufactured Landscapes: The Photographs of  
Edward Burtynsky*, Brooklyn Museum, New York,  
7 October 2005 - 15 January 2006

**Literature**

Steidl, *Burtynsky: China*, p. 97







**“I no longer see my world as delineated by countries, with borders, or languages,  
but as 6.5 billion humans living off a precariously balanced, finite planet.”**

Edward Burtynsky

**29. Pieter Hugo** b. 1976

*Jatto with Mainasara, Ogere-Remo, Nigeria*  
from *Hyena and Other Men*, 2007

Digital chromogenic print.

59 x 59¾ in. (149.9 x 151.8 cm)

Overall 71 x 71¼ x 2¾ in. (180.3 x 181 x 6 cm)

Signed, titled, dated and numbered 4/5 on a label  
affixed to the reverse of the flush-mount.

**Estimate**

\$30,000-50,000

**Provenance**

Yossi Milo Gallery, New York

**Literature**

Hugo, *The Hyena and Other Men*, p. 13

The series *The Hyena and Other Men* is comprised of strong and stunning portraits that provide a view into the life and relationships of the Gadawan Kura, roughly translating to 'hyena handlers', and their animals. Hugo's work has concentrated on the fringes of African societies, and for two years he traveled and photographed the Gadawan Kura in Nigeria. Their tradition of performing with the animals has been passed down for generations and the deeply rooted cultural influences are interwoven into their modern day dress with the pairing of factory-made tank-tops and multicolored, woven skirts. The hyenas, and the other wild animals, are positioned with equal presence to their handler, with their name in each title, further highlighting the interdependence between subjects. *Jatto and Mainasara's* bold portrait against the dilapidated buildings is a quintessential image from this important series.











**30. Pieter Hugo** b. 1976

*Aissah Salifu, Agbogbloshie Market, Accra, Ghana* from *Permanent Error*, 2010

Digital chromogenic print.

32 x 32 in. (81.3 x 81.3 cm)

Overall 39 $\frac{3}{8}$  x 39 $\frac{3}{8}$  x 2 $\frac{1}{4}$  in. (100 x 100 x 5.7 cm)

Signed, titled, dated and numbered 10/10 in ink on a label affixed to the reverse of the mount.

**Estimate**

\$15,000-25,000

**Provenance**

Yossi Milo Gallery, New York

**Literature**

Hugo, *Permanent Error*, p. 67





**“In my art, I wish to present myself through multiple lenses—as artist, as Moroccan, as traditionalist, as Liberal, as Muslim. In short, I invite viewers to resist stereotypes.”**

Lalla Essaydi

**31. Lalla Essaydi** b. 1956

*Harem #2, 2009*

Chromogenic print.

42¾ x 53⅝ in. (108.6 x 136.2 cm)

Overall 48 x 58 in. (121.9 x 147.3 cm)

Signed in ink, printed title, date and number 5/10 on a gallery label affixed to the reverse of the flush-mount.

**Estimate**

\$30,000-50,000

**Provenance**

Howard Yezerski Gallery, Boston





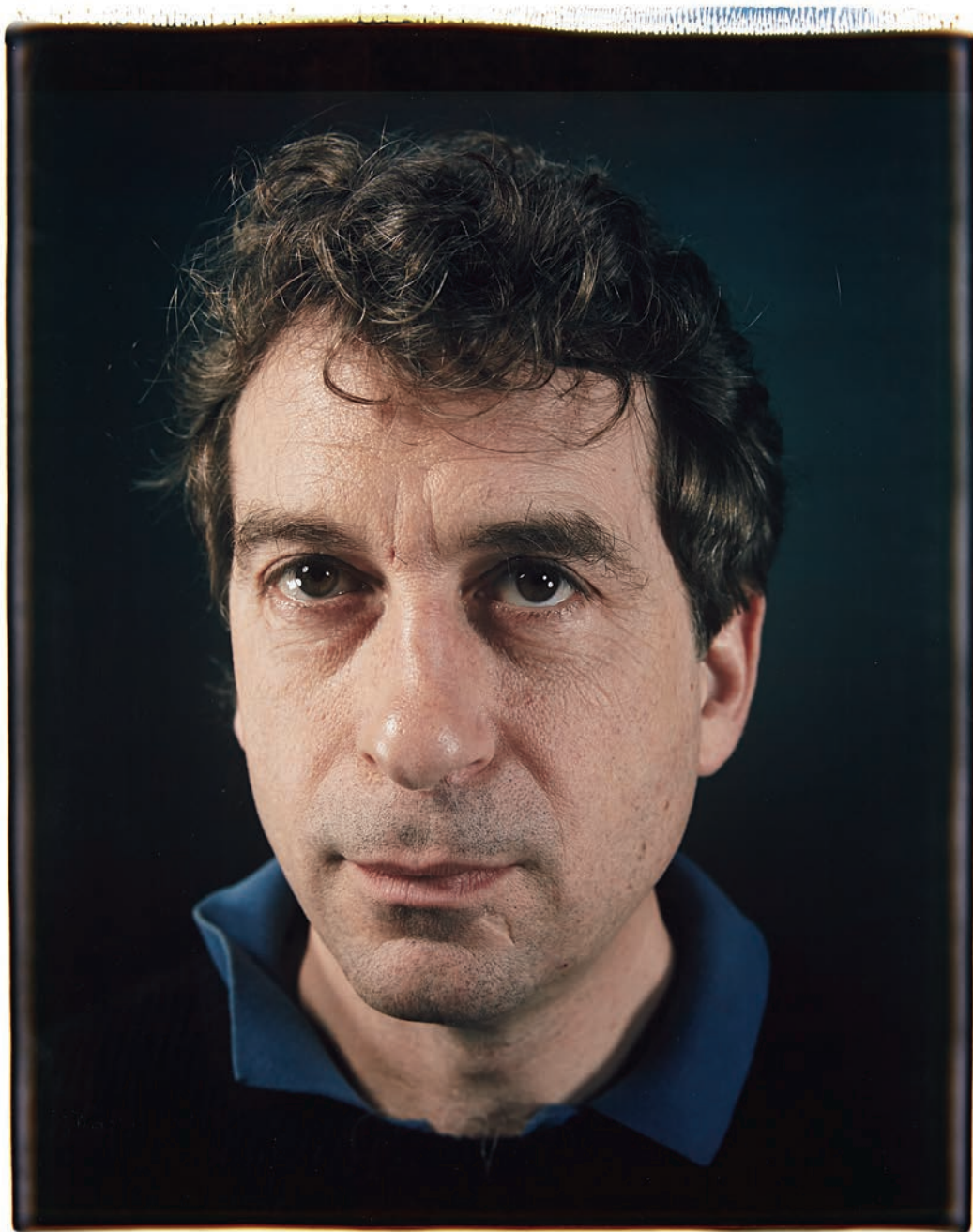
**32. Mickalene Thomas** b. 1971

*Afro Goddess with Hand Between Legs*, 2006  
Chromogenic print.  
14 $\frac{3}{8}$  x 17 $\frac{7}{8}$  in. (36.5 x 45.4 cm)  
Printed title, date and number 4/6 on a gallery label  
affixed to the reverse of the frame.

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

**Provenance**  
Rhona Hoffman Gallery, Chicago





**33. Chuck Close** b. 1940

*William Wegman, 1980*  
Polaroid print, flush-mounted.  
27 x 21 $\frac{5}{8}$  in. (68.6 x 54.9 cm)  
Signed, titled 'Bill' and dated in ink in the margin.

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

**Provenance**  
Sotheby's, New York, 5 October 1995, lot 503  
Janet Borden, Inc., New York

**“A photograph is a secret  
about a secret.”**

Diane Arbus





**34. Sandy Skoglund** b. 1946

*Revenge of the Goldfish*, 1980

Dye destruction print.

28 x 35½ in. (71.1 x 90.2 cm)

Signed, titled, dated and numbered 5/30 in pencil  
on a label affixed to the reverse of the backing board.

**Estimate**

\$25,000-35,000

**Provenance**

Janet Borden Inc., New York

**Literature**

Koetzle, *Photo Icons: Volume 2*, pp. 152-153

Smith College Museum of Art, *Sandy Skoglund: Reality Under Siege*, pl. 43

Edition Stemmler, *Constructed Realities, The Art of Staged Photography*, cover and backcover wrap

PaciArte contemporary, *Sandy Skoglund: Magic Time*, p. 17

Sitting at the intersection between sculpture, installation art, and photography Sandy Skoglund's artwork turns everyday scenes of domesticity and suburban life into surreal, dreamlike environments that she has likened to a "theme park."

In the digital era, her photographs also exist as an anomaly, created not out of Photoshop, but rather from hand-crafted installations which include her sculptures, and sourced objects, with friends and family members often sitting in as subjects. The resulting photographs, of which lots 34-37 are prime examples, become the surviving documents of these rather playful and peculiar scenes.

In the present lot, one of Skoglund's most well-known images, *Revenge of the Goldfish*, the sculptures of goldfish have quite literally transformed the boys' room into a fishbowl, with the vivid blue interior referencing not just water, but also the most commonly used color for aquarium gravel. Lots 35 and 36 also feature her sculptures, with red foxes darting in and out of a restaurant's dining room and green cats taking over a utilitarian kitchen, respectively. Further, lot 37, *Atomic Love* shows how Skoglund elevates the common object, in this case, raisins, to create a mesmerizing pattern.











### 35. **Sandy Skoglund** b. 1946

*Fox Games*, 1989

Dye destruction print, flush-mounted.  
46¾ x 64¾ in. (118.7 x 163.5 cm)

Signed, titled, dated, numbered 'AP'  
7/10 and copyright notation in ink on the  
recto. One from an edition of 30 plus 10  
artist's proofs.

#### **Estimate**

\$15,000-20,000

#### **Provenance**

G.H. Dalsheimer Gallery, Baltimore  
Sotheby's, New York, 17 April 2002,  
lot 257

#### **Literature**

Abrams, *Sandy Skoglund: Reality  
Under Siege: A Retrospective*, p. 15  
Edition Stemmle, *Constructed  
Realities, The Art of Staged  
Photography*, pl. 71  
PaciArte contemporary, *Sandy  
Skoglund: Magic Time*, back cover  
and p. 31

For lots 35-37, please  
reference lot 34 for an essay  
on the photographer.



**36. Sandy Skoglund** b. 1946

*Radioactive Cats*, 1980  
Dye destruction print.  
26 $\frac{1}{8}$  x 33 in. (66.4 x 83.8 cm)  
Signed, titled, dated, numbered  
7/20 and copyright notation in ink  
on the recto.

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

**Provenance**  
Salama-Caro Gallery, London

**Literature**  
Abrams, *Sandy Skoglund: Reality Under Siege: A Retrospective*, p. 10  
Edition Stemmler, *Constructed Realities, The Art of Staged Photography*, pl. 70  
PaciArte contemporary, *Sandy Skoglund: Magic Time*, p. 17



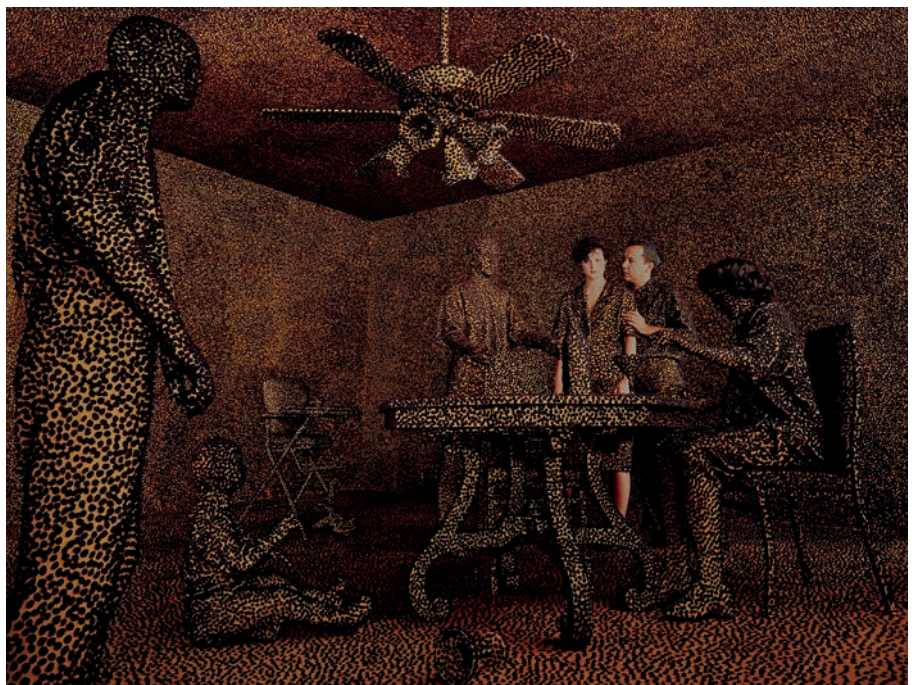
**37. Sandy Skoglund** b. 1946

*Atomic Love*, 1992  
Dye destruction print.  
47 $\frac{1}{4}$  x 63 $\frac{1}{8}$  in. (120 x 160.3 cm)  
Signed, titled, dated, numbered  
5/20 and copyright notation in ink  
on the recto.

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

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

**Literature**  
Abrams, *Sandy Skoglund: Reality Under Siege: A Retrospective*, p. 19  
PaciArte contemporary, *Sandy Skoglund: Magic Time*, back cover and pp. 36-37







**38. Carlos Sanchez and Jason Sanchez** b. 1976 and b. 1981

*Overflowing Sink*, 2002  
Chromogenic print.  
29¾ x 37 in. (75.6 x 94 cm)  
Signed, numbered 3/3 in ink, printed title and date on an artist's label affixed to the reverse of the flush-mount.

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

**Provenance**  
Christopher Cutts Gallery, Toronto  
Phillips de Pury, New York, 17 October 2007, lot 232

Brothers Carlos and Jason Sanchez have acquired a reputation for their unsettling, dramaturgical photographs. Working in the realm of cinematic grandeur, the brothers Sanchez take great care in strategically plotting every nuanced scene, refining their subject over several months, to orchestrate a scenario of mysterious, yet restless imagery. While the brothers have often drawn influence from a cinematic tradition, their execution is entirely their own trademark; a contradiction of visual tension and fluidity.



**39. David Hilliard** b. 1964

*The Lone Wolf* from the *Dad* series, 1993  
Chromogenic diptych, flush-mounted.  
Each 18¼ x 22½ in. (46.4 x 57.2 cm)  
Overall 36½ x 22½ in. (92.7 x 57.2 cm)  
Signed in ink, printed title, date and number 3/12 on a gallery label affixed to the bottom panel.

**Estimate**  
\$2,500-3,000

**Provenance**  
Massachusetts College of Art Benefit Auction, 8 April 2006, lot 5, courtesy Bernard Toale Gallery, Boston

**Literature**  
*Aperture, David Hilliard: Photographs*, pp. 23 and 90







**40. David Hilliard** b. 1964

*The Favorite*, 2006

Chromogenic triptych, face-mounted to Plexiglas and flush-mounted.

Each 18¼ x 23¾ in. (46.4 x 59.4 cm)

Overall 18¼ x 70½ in. (46.4 x 178.1 cm)

Signed in ink, printed title, date and number 2/12 on a gallery label affixed to the reverse of the left panel; titled and numbered sequentially in ink on an artist's label affixed to the reverse of each panel.

**Estimate**

\$3,000-5,000

**Provenance**

Massachusetts College of Art Benefit Auction,  
9 April 2011, lot 4, courtesy Carroll and Sons, Boston



**41. Mike Brodie** b. 1985

#3069 from *A Period of Juvenile Prosperity*, 2006-2009  
Chromogenic print, printed 2012.

12 $\frac{7}{8}$  x 18 $\frac{7}{8}$  in. (32.7 x 47.9 cm)

Signed, titled, dated and numbered 10/10 in ink  
on the verso.

**Estimate**

\$5,000-7,000

**Provenance**

Yossi Milo Gallery, New York





**“The suburban terrain, both literally and also in terms of being an American photographer thinking about the daily, the ordinary — is what I go back to. I want to investigate the stereotype of the suburbs and complicate that stereotype, make it a richer field, something that isn’t filled with the assumption of generic lives.”**

Larry Sultan

#### **42. Larry Sultan** 1946-2009

*Tasha's Third Film* from *The Valley*, 1998

Chromogenic print, flush-mounted.

47½ x 59½ in. (120.7 x 151.1 cm)

Signed in ink on the recto; printed title and date on labels affixed to the reverse of the frame. One from an edition of 10 plus artist's proofs.

##### **Estimate**

\$10,000-15,000

##### **Provenance**

Janet Borden, Inc., New York

##### **Literature**

Scalo, *Larry Sultan: The Valley*, p. 31

Aperture, *Art Photography Now*, p. 163



**43. Larry Sultan** 1946-2009

*Havenhurst Drive* from *The Valley*, 1999  
Chromogenic print.  
28 $\frac{7}{8}$  x 34 $\frac{7}{8}$  in. (73.3 x 88.6 cm)  
Signed in ink on the recto. One from  
an edition of 10 plus artist's proofs.

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

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

**Literature**  
Scalo, *Larry Sultan: The Valley*, n.p.



**44. Larry Sultan** 1946-2009

*Sharon Wild* from *The Valley*, 2001  
Chromogenic print.  
28 $\frac{7}{8}$  x 36 $\frac{1}{8}$  in. (73.3 x 91.8 cm)  
One from an edition of 10 plus artist's  
proofs.

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

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

**Literature**  
Scalo, *Larry Sultan: The Valley*,  
cover and p. 113  
Steidl, *Larry Sultan: Katherine  
Avenue*, p. 91





**45. Alex Prager** b. 1979

*11:45pm, Griffith Park, 2012*

Chromogenic print.

34¾ x 46½ in. (88.3 x 118.1 cm)

Signed, titled, dated and numbered 9/9  
in ink on an artist's label affixed to the  
reverse of the flush-mount.

**Estimate**

\$12,000-18,000

**Provenance**

M+B Gallery, Los Angeles

**“I try to create a slight exaggeration of real life—  
something that is more intense and dramatic.  
A heightened representation of real life,  
like a parallel universe.”**

Alex Prager



**46. John Chamberlain** 1927-2011

*Dining Out*, 1990  
Chromogenic print.  
9¾ x 23⅞ in. (24.8 x 60.6 cm)  
Signed, titled, dated, numbered 'AP 1/9'  
and credit stamp in the margin. One from  
an edition of 9 plus artist's proofs.

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

**Provenance**  
Galerie Karsten Greve, Paris

**Literature**  
Galerie Karsten Greve, *John Chamberlain*,  
2008, p. 282

**47. Gerhard Richter** b. 1932

*Untitled (Abstract Photo)*, 1989  
Gelatin silver print.  
19½ x 27½ in. (49.5 x 69.9 cm)  
Signed, dated and numbered 16/50 in ink  
on the recto.

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

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

**Literature**  
Butin, Gronert and Olbricht, *Gerard  
Richter: Editions 1965-2013*, pl. 69







**“The work allows one to pause and observe something closely. It freezes the world and captures it, holds it still so that one can examine and study it.”**

Hiroshi Sugimoto

**48. Hiroshi Sugimoto** b. 1948

*Regency, San Francisco, 1992*

Gelatin silver print.

16 $\frac{5}{8}$  x 21 $\frac{1}{4}$  in. (42.2 x 54 cm)

Signed in pencil on the mount;  
blindstamp title, date and number 15/25,  
239 in the margin.

**Estimate**

\$30,000-50,000

**Provenance**

Sonnabend Gallery, New York

**Literature**

Belting, *Theaters Hiroshi Sugimoto*, p. 91  
Galleria SPSAS, *Motion Picture by Sugimoto*, n.p.



**49. Elger Esser** b. 1967

*Canal des Allemands, Frankreich, 1997*

Chromogenic print, flush-mounted.

35 x 50¼ in. (88.9 x 127.6 cm)

Overall 48¾ x 64¾ x 1⅞ in. (123.8 x 163.5 x 4.8 cm)

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

**Estimate**

\$20,000-30,000

**Provenance**

Private Collection, London

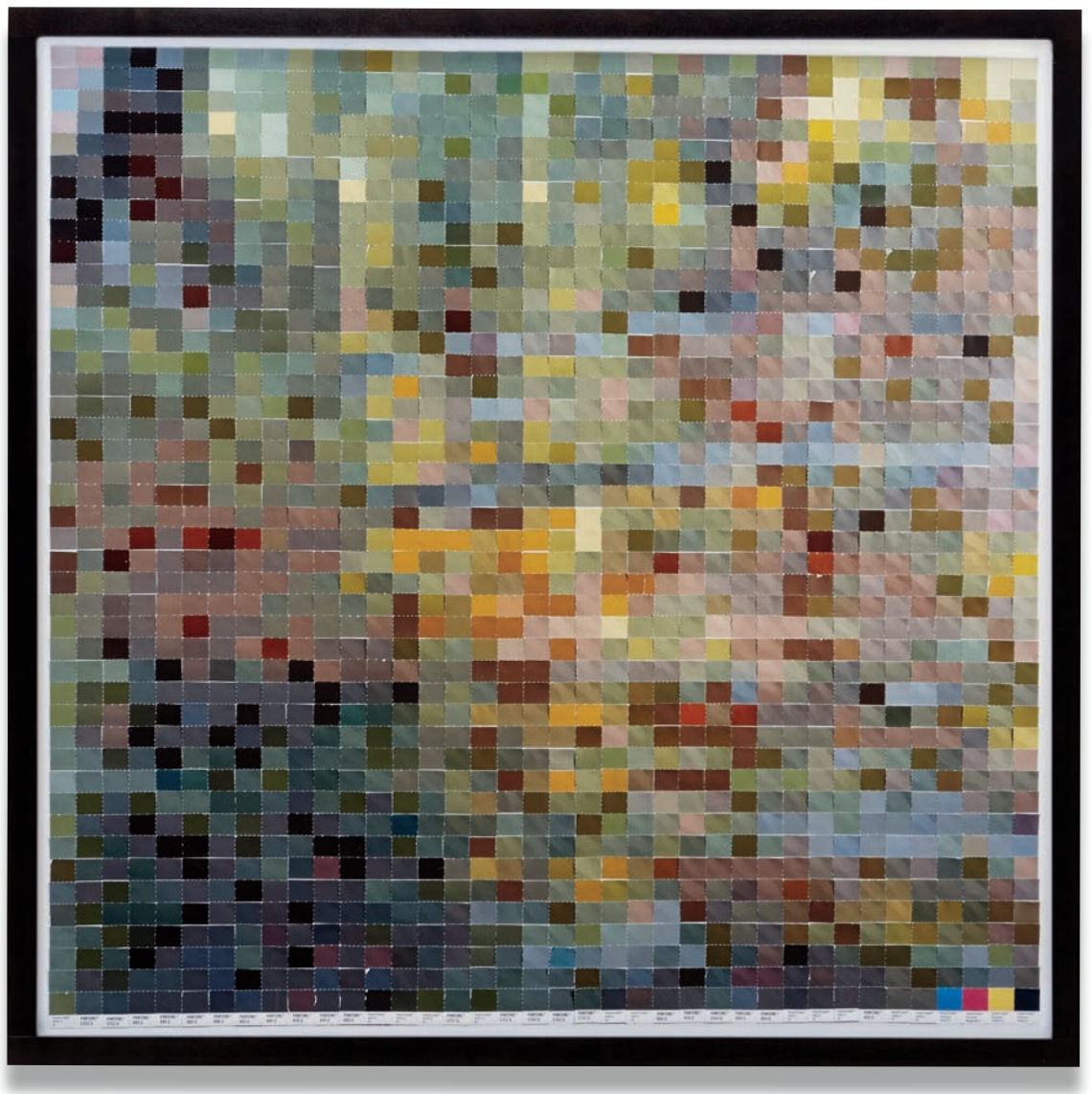
Phillips de Pury & Luxembourg, New York,

24 April 2003, lot 69

**Literature**

Schirmer/Mosel, *Elger Esser: Vedutas and Landscape*, pp. 36-37 there dated 1998





**“The great challenge is how to make smart,  
intelligent art that can speak to everybody.”**

Vik Muniz

**50. Vik Muniz** b. 1961

*Giverny 2, after Monet #2 from Pictures of Color, 2002*

Dye destruction print, flush-mounted.

40 x 40¼ in. (101.6 x 102.2 cm)

Overall 43⅞ x 43¾ x 2 in. (109.5 x 111.1 x 5.1 cm)

Signed on a label accompanying the work. Printed title, date and number 4/10 on a gallery label affixed of the reverse of the backing board.

**Estimate**

\$25,000-35,000

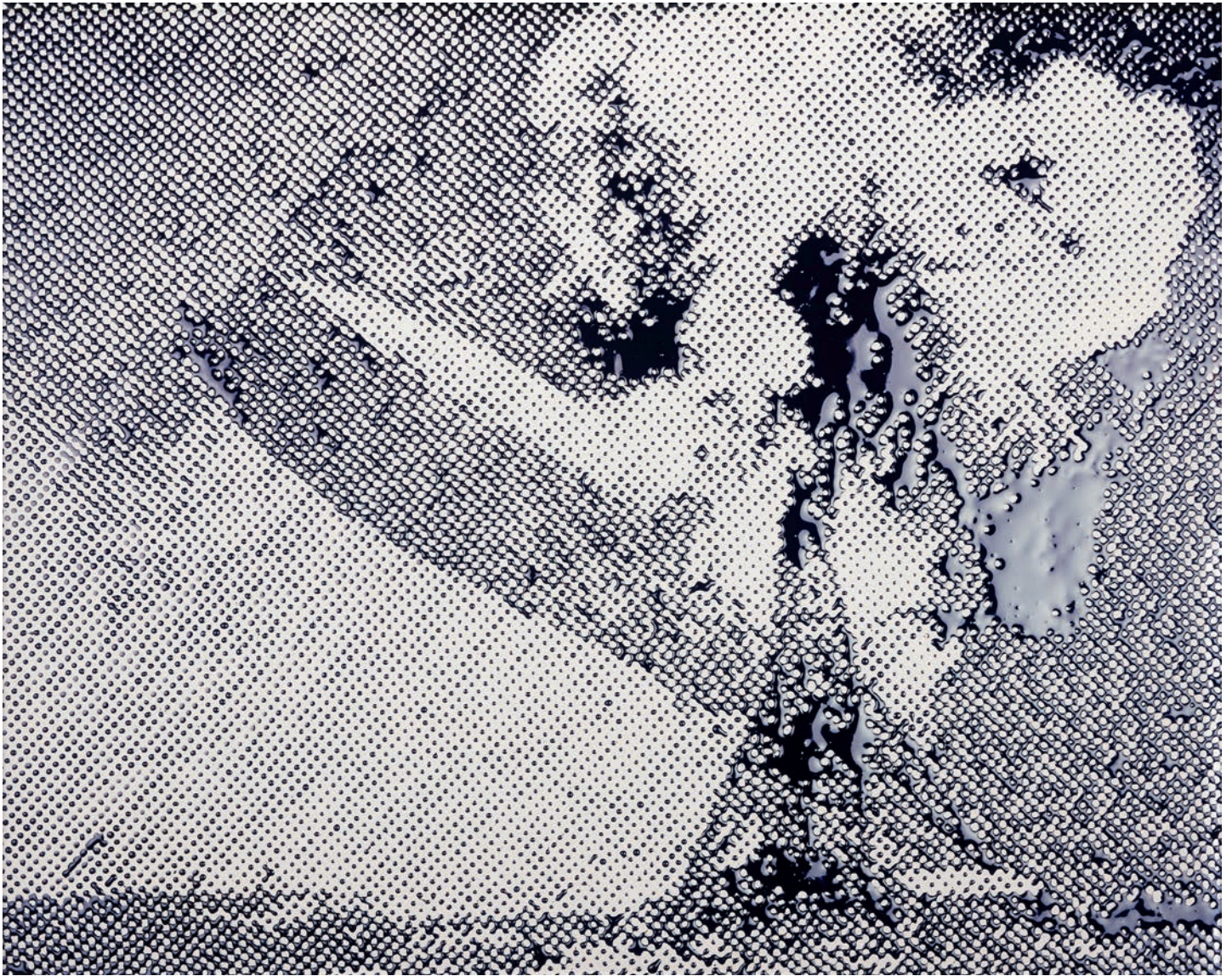
**Provenance**

Rena Bransten Gallery, San Francisco

**Literature**

Capivara, *Vik Muniz: Obra Completa*, 1987-2009, p. 458





**51. Vik Muniz** b. 1961

*Disaster (Hindenburg)* from *Pictures of Ink*, 2000

Dye destruction print, flush-mounted.

39¼ x 49⅞ in. (99.7 x 125.4 cm)

Overall 41½ x 50½ x 2 in. (105.4 x 128.3 x 5.1 cm)

Signed, titled, dated and numbered 3/5 in ink  
on a gallery label affixed to the reverse of the  
backing board.

**Estimate**

\$15,000-25,000

**Provenance**

Brent Sikkema, New York

Private Collection, New York

Phillips de Pury & Luxembourg, New York,  
24 April 2003, lot 63

**Literature**

Capivara, *Vik Muniz: Obra Completa*,  
1987-2009, p. 397



**52. David Levinthal** b. 1949

*Blackface (#1)*, 1995  
Polaroid print.  
25¾ x 20¼ in. (65.4 x 51.4 cm)  
Signed, dated and numbered 3/5 in ink  
in the margin.

**Estimate**  
\$1,500-2,000

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

**Literature**  
Levinthal, *Blackface*, cover



**53. Neil Winokur** b. 1945

*Chinese Take-Out*, 2000  
Chromogenic print.  
23¾ x 19¾ in. (60.3 x 50.2 cm)  
Signed, dated and numbered 3/10 in pencil  
on the reverse of the flush-mount.

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

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



# Guide for Prospective Buyers

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

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

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

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

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Bids may be executed during the auction in person by paddle, by telephone, online or prior to the sale in writing by absentee bid. Proof of identity in the form of government issued identification will be required, as will an original signature. We may also require that you furnish us with a bank reference.

### Bidding in Person

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

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If you cannot attend the auction, you may bid live on the telephone with one of our multi-lingual staff members. This service must be arranged at least 24 hours in advance of the sale and is available for lots whose low pre-sale estimate is at least \$1,000. Telephone bids may be recorded. By bidding on the telephone, you consent to the recording of your conversation. We suggest that you leave a maximum bid, excluding the buyer's premium and any applicable taxes, which we can execute on your behalf in the event we are unable to reach you by telephone.



Online Bidding

If you cannot attend the auction in person, you may bid online on our online live bidding platform available on our website at [www.phillips.com](http://www.phillips.com). The digital saleroom is optimized to run on Google Chrome, Firefox, Opera and Internet Explorer browsers. Clients who wish to run the platform on Safari will need to install Adobe FlashPlayer. Follow the links to ‘Auctions’ and ‘Live Auctions’ and then pre-register by clicking on ‘Register to Bid Live.’ The first time you register you will be required to create an account; thereafter you will only need to register for each sale. You must pre-register at least 24 hours before the start of the auction in order to be approved by our bid department. Please note that corporate firewalls may cause difficulties for online bidders.

Absentee Bids

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

Employee Bidding

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

Bidding Increments

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

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

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

3 The Auction

Conditions of Sale

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

Interested Parties Announcement

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

Consecutive and Responsive Bidding; No Reserve Lots

The auctioneer may open the bidding on any lot by placing a bid on behalf of the seller. The auctioneer may further bid on behalf of the seller up to the amount of the reserve by placing consecutive bids or bids in response to other bidders. If a lot is offered without reserve, unless there are already competing absentee bids, the auctioneer will generally open the bidding at 50% of the lot’s low pre-sale estimate. In the absence of a bid at that level, the auctioneer will proceed

backwards at his or her discretion until a bid is recognized and will then advance the bidding from that amount. Absentee bids on no reserve lots will, in the absence of a higher bid, be executed at approximately 50% of the low pre-sale estimate or at the amount of the bid if it is less than 50% of the low pre-sale estimate. If there is no bid whatsoever on a no reserve lot, the auctioneer may deem such lot unsold.

4 After the Auction

Payment

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

Credit Cards

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

Collection

It is our policy to request proof of identity on collection of a lot. A lot will be released to the buyer or the buyer’s authorized representative when Phillips has received full and cleared payment and we are not owed any other amount by the buyer. Promptly after the auction, we will transfer all lots to our warehouse located at 29-09 37th Avenue in Long Island City, Queens, New York. All purchased lots should be collected at this location during our regular weekday business hours. As a courtesy to clients, we will upon request transfer purchased lots suitable for hand carry back to our premises at 450 Park Avenue, New York, New York for collection within 30 days following the date of the auction. We will levy removal, interest, storage and handling charges on uncollected lots.

Loss or Damage

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

Transport and Shipping

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

Export and Import Licenses

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

Endangered Species

Items made of or incorporating plant or animal material, such as coral, crocodile, ivory, whalebone, Brazilian rosewood, 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. Please note that lots containing potentially regulated plant or animal material are marked as a convenience to our clients, but Phillips does not accept liability for errors or for failing to mark lots containing protected or regulated species.

## Conditions of Sale

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

### 1 Introduction

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

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

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

### 2 Phillips as Agent

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

### 3 Catalogue Descriptions and Condition of Property

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

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

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

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

(d) Information provided to prospective buyers in respect of any lot, including any pre-sale estimate, whether written or oral, and information in any catalogue, condition or other report, commentary or valuation, is not a representation of fact but rather a statement of opinion held by Phillips. Any pre-sale estimate may not be relied on as a prediction of the selling price or value of the lot and may be

revised from time to time by Phillips in our absolute discretion. Neither Phillips nor any of our affiliated companies shall be liable for any difference between the pre-sale estimates for any lot and the actual price achieved at auction or upon resale.

### 4 Bidding at Auction

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

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

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

(d) Bidders may participate in an auction by bidding online through Phillips's online live bidding platform available on our website at [www.phillips.com](http://www.phillips.com). To bid online, bidders must register online at least 24 hours before the start of the auction. Online bidding is subject to approval by Phillips's bid department in our sole discretion. As noted in Paragraph 3 above, Phillips encourages online bidders to inspect prior to the auction any lot(s) on which they may bid, and condition reports are available upon request. Bidding in a live auction can progress quickly. To ensure that online bidders are not placed at a disadvantage when bidding against bidders in the room or on the telephone, the procedure for placing bids through Phillips's online bidding platform is a one-step process. By clicking the bid button on the computer screen, a bidder submits a bid. Online bidders acknowledge and agree that bids so submitted are final and may not under any circumstances be amended or retracted. During a live auction, when bids other than online bids are placed, they will be displayed on the online bidder's computer screen as 'floor' bids. 'Floor' bids include bids made by the auctioneer to protect the reserve. In the event that an online bid and a 'floor' or 'phone' bid are identical, the 'floor' bid may take precedence at the auctioneer's discretion. The next bidding increment is shown for the convenience of online bidders in the bid button. The bidding increment available to online bidders may vary from the next bid actually taken by the auctioneer, as the auctioneer may deviate from Phillips's standard increments at any time at his or her discretion, but an online bidder may only place a bid in a whole bidding increment. Phillips's bidding increments are published in the Guide for Prospective Buyers.

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

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

(g) Arranging absentee, telephone and online bids is a free service provided by Phillips to prospective buyers. While we undertake to exercise reasonable care in



undertaking such activity, we cannot accept liability for failure to execute such bids except where such failure is caused by our willful misconduct.

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

## 5 Conduct of the Auction

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

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

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

(d) The sale will be conducted in 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. If a currency converter is operated during the sale, it is done so as a courtesy to bidders, but Phillips accepts no responsibility for any errors in currency conversion calculation.

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

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

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

## 6 Purchase Price and Payment

(a) The buyer agrees to pay us, in addition to the hammer price of the lot, the buyer's premium and any applicable sales tax (the "Purchase Price"). The buyer's premium is 25% of the hammer price up to and including \$100,000, 20% of the portion of the hammer price above \$100,000 up to and including \$2,000,000 and 12% of the portion of the hammer price above \$2,000,000. Phillips reserves the right to pay from our compensation an introductory commission to one or more third parties for assisting in the sale of property offered and sold at auction.

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

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

(i) Phillips will accept payment in cash provided that the total amount paid in cash or cash equivalents does not exceed US\$10,000. Buyers paying in cash should do so in person at our Client Accounting Desk at 450 Park Avenue during regular weekday business hours.

(ii) Personal checks and banker's drafts are accepted if drawn on a US bank and the buyer provides to us acceptable government issued identification. Checks and banker's drafts should be made payable to "Phillips." If payment is sent by mail, please send the check or banker's draft to the attention of the Client Accounting Department at 450 Park Avenue, New York, NY 10022 and make sure that the sale and lot number is written on the check. Checks or banker's drafts drawn by third parties will not be accepted.

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

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

Please reference the relevant sale and lot number.

(d) As a courtesy to clients, Phillips will accept American Express, Visa and Mastercard to pay for invoices of \$100,000 or less. A processing fee of 3.5% will apply.

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

## 7 Collection of Property

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

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

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

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

#### **8 Failure to Collect Purchases**

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

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

#### **9 Remedies for Non-Payment**

(a) Without prejudice to any rights the seller may have, if the buyer without prior agreement fails to make payment of the Purchase Price for a lot in cleared funds within seven days of the auction, Phillips may in our sole discretion exercise one or more of the following remedies: (i) store the lot at Phillips's premises or elsewhere at the buyer's sole risk and expense at the same rates as set forth in Paragraph 8 (a) above; (ii) cancel the sale of the lot, retaining any partial payment of the Purchase Price as liquidated damages; (iii) reject future bids from the buyer or render such bids subject to payment of a deposit; (iv) charge interest at 12% per annum from the date payment became due until the date the Purchase Price is received in cleared funds; (v) subject to notification of the buyer, exercise a lien over any of the buyer's property which is in the possession of Phillips and instruct our affiliated companies to exercise a lien over any of the buyer's property which is in their possession and, in each case, no earlier than 30 days from the date of such notice, arrange the sale of such property and apply the proceeds to the amount owed to Phillips or any of our affiliated companies after the deduction from sale proceeds of our standard vendor's commission and all sale-related expenses; (vi) resell the lot by auction or private sale, with estimates and a reserve set at Phillips reasonable discretion, it being understood that in the event such resale is for less than the original hammer price and buyer's premium for that lot, the buyer will remain liable for the shortfall together with all costs incurred in such resale; (vii) commence legal proceedings to recover the hammer price and buyer's premium for that lot, together with interest and the costs of such proceedings; (viii) set off the outstanding amount remaining unpaid by the buyer against any amounts which we or any of our affiliated companies may owe the buyer in any other transactions; (ix) release the name and address of the buyer to the seller to enable the seller to commence legal proceedings to recover the amounts due and legal costs or (x) take such other action as we deem necessary or appropriate.

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

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

#### **10 Rescission by Phillips**

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

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

#### **11 Export, Import and Endangered Species Licenses and Permits**

Before bidding for any property, prospective buyers are advised to make their own inquiries as to whether a license is required to export a lot from the US 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, Brazilian rosewood, rhinoceros horn or tortoiseshell, irrespective of age, percentage or value. Accordingly, prior to bidding, prospective buyers considering export of purchased lots should familiarize themselves with relevant export and import regulations of the countries concerned. It is solely the buyer's responsibility to comply with these laws and to obtain any necessary export, import and endangered species licenses or permits. Failure to obtain a license or permit or delay in so doing will not justify the cancellation of the sale or any delay in making full payment for the lot. As a courtesy to clients, Phillips has marked in the catalogue lots containing potentially regulated plant or animal material, but we do not accept liability for errors or for failing to mark lots containing protected or regulated species.

#### **12 Data Protection**

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

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

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

#### **13 Limitation of Liability**

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

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

(c) All warranties other than the Authorship Warranty, express or implied, including any warranty of satisfactory quality and fitness for purpose, are



specifically excluded by Phillips, our affiliated companies and the seller to the fullest extent permitted by law.

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

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

#### 14 Copyright

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

#### 15 General

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

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

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

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

#### 16 Law and Jurisdiction

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

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

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

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

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

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## Sale Information

### Innovators of Photography:

#### A Private East Coast Collection

### Auction & Viewing Location

450 Park Avenue New York 10022

### Auctions

8 October 2015

10am (lots 1-53) immediately followed by  
Photographs (lots 54-131)

2pm Photographs (lots 132-248)

### Viewing

26 September – 7 October

Monday – Saturday 10am – 6pm

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When sending in written bids or making  
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- ☐ Absentee Bidding
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- ☐ As a private individual
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Sale Title		Sale Number	Sale Date
Title	First Name	Surname	
Company (if applicable)		Account Number	
Address			
City		State/Country	
Zip Code			
Phone		Mobile	
Email		Fax	
Phone (for Phone Bidding only)			
Lot Number	Brief Description	US \$ Limit*	
In Consecutive Order		Absentee Bids Only	

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

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An aerial photograph of a city, likely Los Angeles, with a red color overlay. The image shows a vast urban landscape with mountains in the background under a cloudy sky. The red overlay is most prominent in the foreground and middle ground, while the sky and distant mountains are in their natural colors.

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*London Auction 6 November 2015*

Phillips' Photographs Department presents curated and vibrant sales of the most notable names in modern and contemporary photography.

Our sales are distinguished by their mix of classic and contemporary works which reflect our deep knowledge of the dynamic, evolving market.

Visit the public viewing from 30 October-6 November at 30 Berkeley Square or at [phillips.com](http://phillips.com)

Enquiries [photographslondon@phillips.com](mailto:photographslondon@phillips.com)

# PHILLIPS

**Florian Maier-Aichen**  
*Untitled (Mulholland)*, 2004 (detail)  
Estimate £30,000-50,000



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