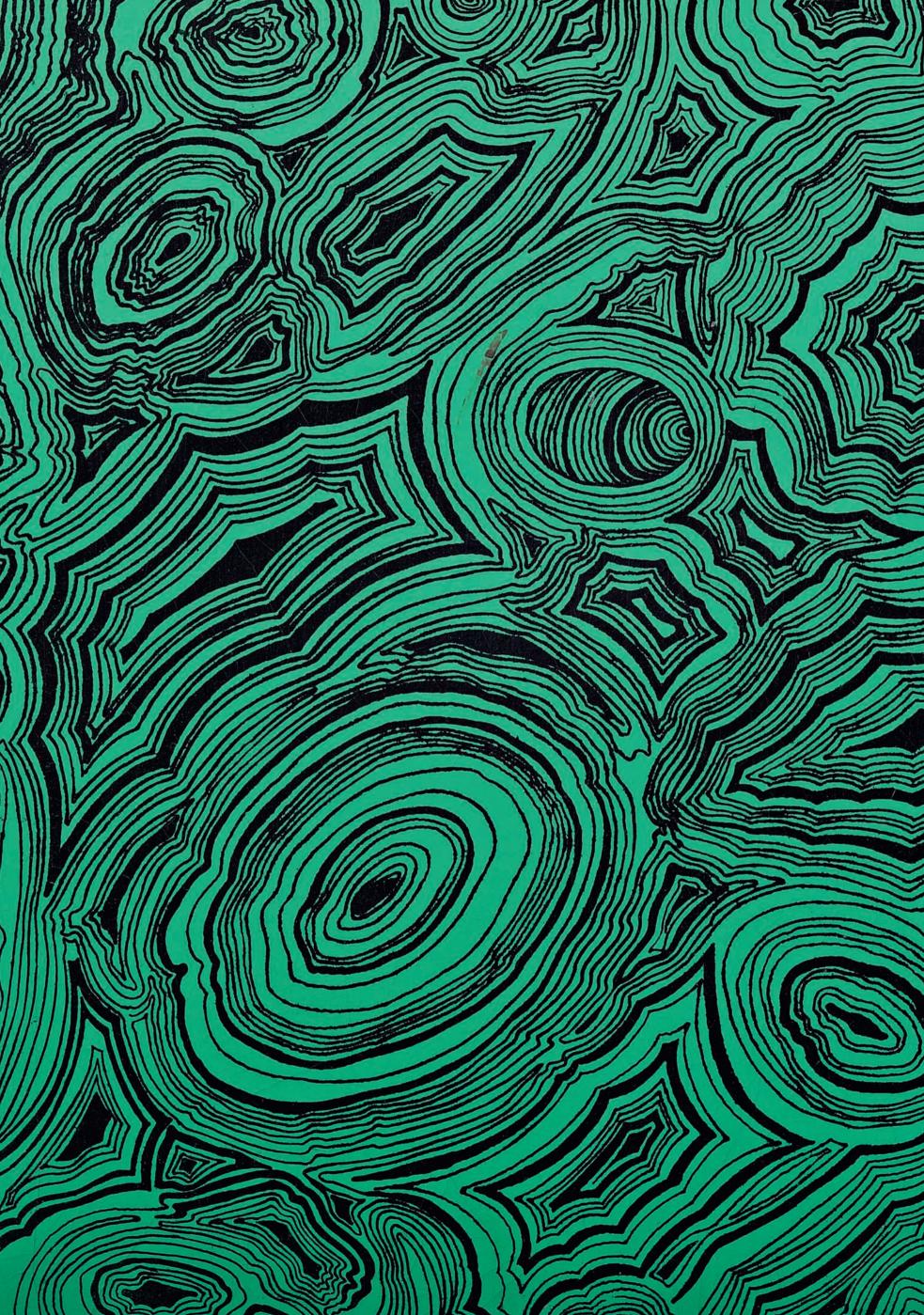
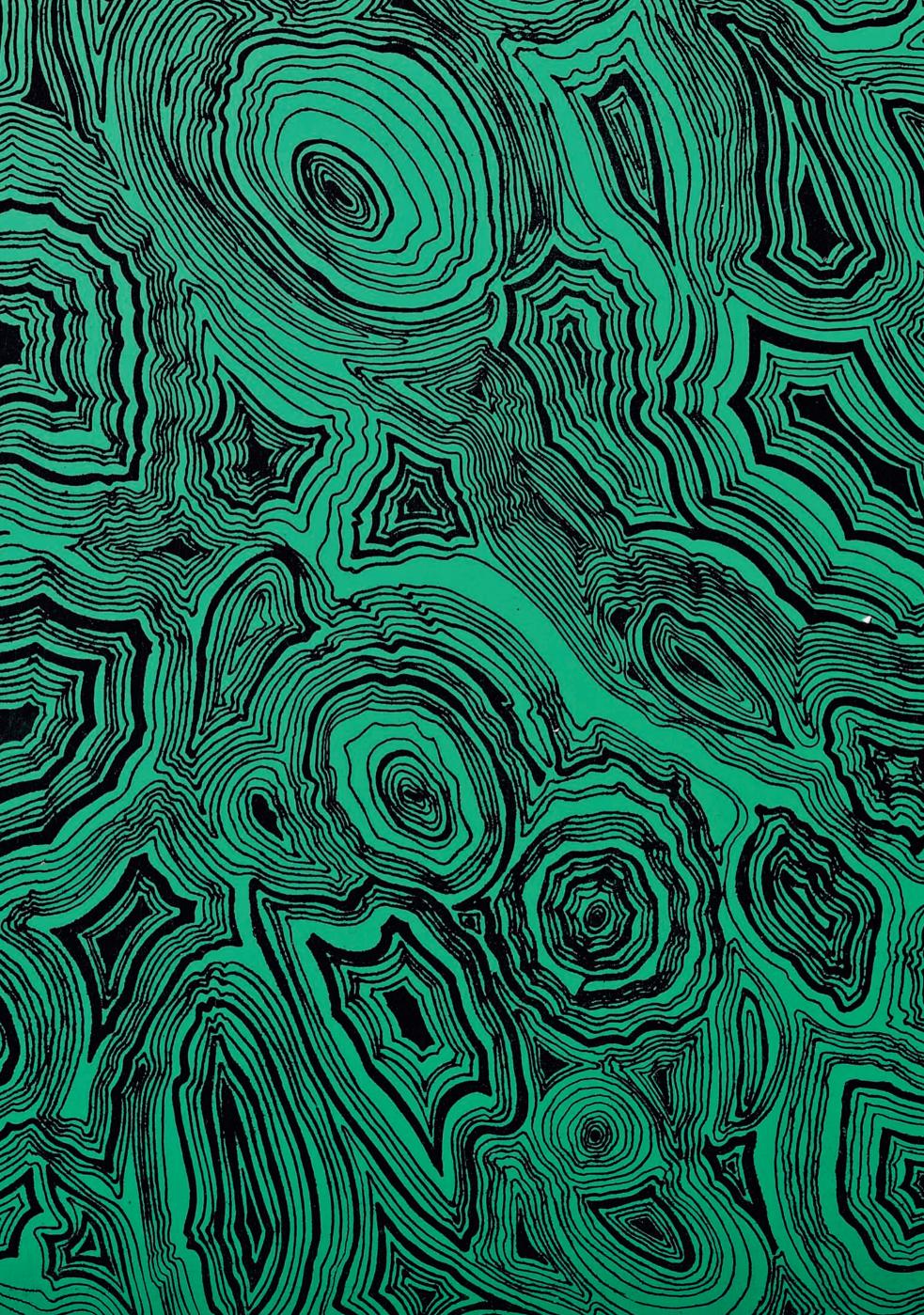
# DESIGN MASTERS

















# DESIGN MASTERS

15 **DECEMBER** 2010 **6PM** 

AUCTION & VIEWING 450 PARK AVENUE NEW YORK

Front cover George Nakashima, "Minguren I" coffee table, 1981, Lot 50, detail
Inside front and back covers Piero Fornasetti, "Malachite" trumeau, 1956, Lot 11, detail
Pages 2–3 Harry Bertoia, Large "Bush" sculpture, ca. 1970, Lot 25, detail
Pages 4–5 Forrest Myers, "Cirrus" chair, 1991, Lot 26, detail
Frontispiece Carlo Bugatti, "Dragonfly" footed bowl, ca. 1907, Lot 37, detail
Pages 142–43 Fernando and Humberto Campana, "Sushi" sofa, ca. 2002, Lot 29, detail
Pages 144–45 Flavio Poli, Chandelier, from the Hotel Bristol, Merano, Italy, ca. 1954, Lot 57, detail
Back cover René Herbst, Prototype ceiling light, 1929, Lot 1



A similar example by René Herbst, Paris, ca. 1929

#### 1 **RENÉHERBST** 1891–1982

Prototype ceiling light, from the René Herbst residence, Paris, France, 1929 Nickel-plated tubular metal, nickel-plated metal. 26 1/2 in. (67.5 cm.) drop, 13 3/4 in. (35 cm.) diameter

#### **Estimate** \$55,000-65,000

PROVENANCE René Herbst, 4 rue Chateaubriand, Paris, France; Galerie Maria de Beyrie,

Paris, France; Galerie de Beyrie, New York **EXHIBITED** "La Maison de René Herbst: Prototypes and Rare Pieces by René Herbst from 1925 to 1949," Galerie de Beyrie, New York, September 29–November 25, 1999 LITERATURE Arlette Barré-Despond, *Union des Artistes Modernes*, Paris, 1986, p. 415; Solange Goguel, *René Herbst*, Paris, 1990, pp. 63 and 349 for similar examples; Catherine and Stéphane de Beyrie, *La Maison de René Herbst*, exh. cat., Galerie de Beyrie, New York, 1999, illustrated p. 21; Charlotte and Peter Fiell, eds., 1000 Lights, Vol. 1: 1879 to 1959, Cologne, 2005, illustrated p. 211

The present lot is one of three variations of nickel-plated ceiling lights from René Herbst's own apartment at 4 rue Chateaubriand, Paris.





Interior of 52 Grosvenor Street, London, with furniture designed by Denham Maclaren, 1930s

#### 2 DENHAM MACLAREN 1903–1989 Very rare and important armchair, ca. 1930 Glass, leather, chrome-plated metal, wood. 26 in. (66 cm.) high

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

PROVENANCE Sotheby's, Fine 20th-Century Design, May 2, 2007, London, Lot 73 LITERATURE British Art and Design, 1900–1960, exh. cat., Victoria and Albert Museum, London, 1983, p. 128; Paul Greenhalgh, "British Modern Furniture Designers," Antique Collecting, Woodbridge, March 1992, p. 7, fig. 5; Christopher Wilk, ed., Western Furniture 1350 to the Present Day, London, 1996, pp. 208–09; Malcolm Baker and Brenda Richardson, eds., A Grand Design: The Art of the Victoria and Albert Museum. London, 1997, p. 344; Charlotte Benton, Tim Benton and Ghislaine Wood, eds., Art Deco 1910–1939, exh. cat., Victoria and Albert Museum, London, 2004, p. 352, fig. 33.5

An example of this chair is in the permanent collection of the Victoria and Albert Museum, London, UK.

"Denham Maclaren was unique amongst this early Modernist group in that he came from a very wealthy British family. After studying at Cambridge where he gained a boxing blue he went to the Slade School of Fine Art. During the late 1920s he joined Arundell Display, designing furniture for exhibition stands. Maclaren's most innovative designs were produced during the mid 1930s mainly for his own pleasure. They remain amongst the only pieces produced in Britain that can stand alongside Modernist design on the Continent. On moving into 52 Grosvenor Street, London, which was owned by his family, he set about dividing the house into apartments and furnishing them (see black and white image) in order to derive income from tenants. In the basement he installed a handyman by the name of Voysey who carried out his designs; using glass and metal he produced a number of tables, desks and the zebra skin armchair shown in the black and white image."

Paul Greenhalgh, "British Modern Furniture Designers," *Antique Collecting*, March 1992



### **3 JEAN ROYÈRE** 1902–1981

Rare armchair, ca. 1936 Stained oak, hide. Manufactured by Gouffé, France. 33 1/2 in. (85.1 cm.) high

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

PROVENANCE Private Collection, Beirut, Lebanon

LITERATURE Société des artistes décorateurs, ed., Nouveaux Interieurs, Paris, 1936,
fig. 46; Pierre-Emmanuel Martin-Vivier, Jean Royère, Paris, 2002, pp. 86 and 92 for
similar examples; Charlotte and Peter Fiell, eds., Domus Vol. I, Cologne, 2006, p. 414 for
a similar example



#### PROPERTY FROM AN IMPORTANT PRIVATE EUROPEAN COLLECTION

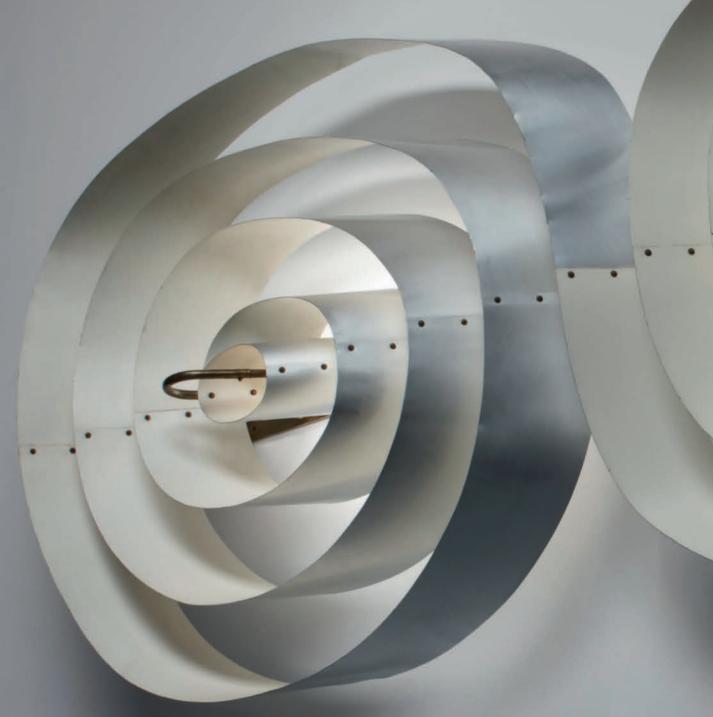
#### 4 POUL HENNINGSEN 1894-1967

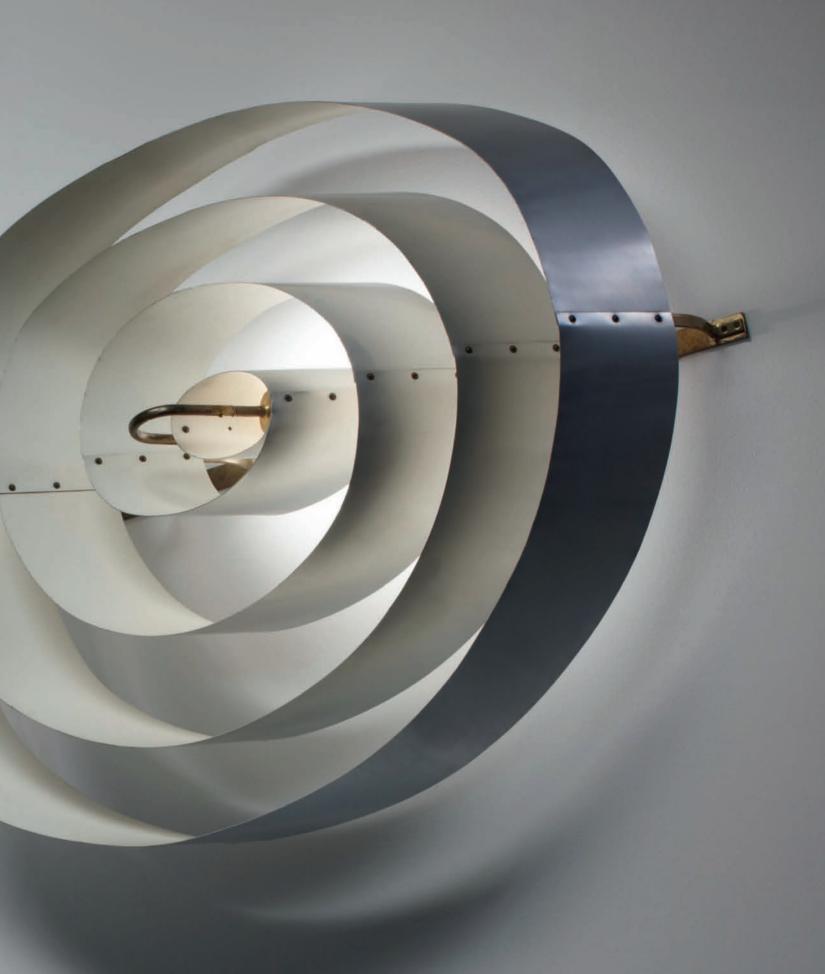
Exceptional large wall light, for the Scala cinema and concert hall, Århus Theater, Århus, Denmark, 1955

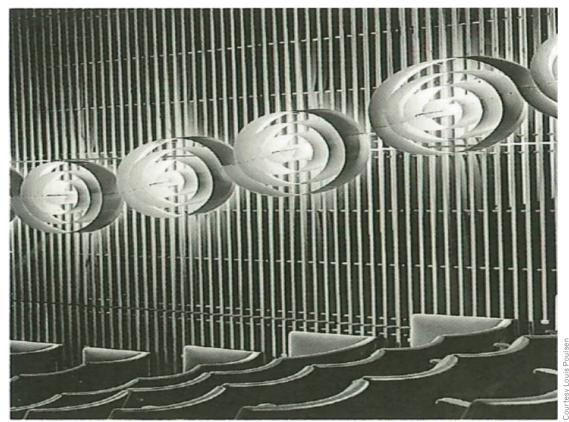
**Estimate** \$70,000-80,000

PROVENANCE Scala cinema and concert hall, Århus Theater, Århus, Denmark; Dansk Møbelkunst, Copenhagen, Denmark
LITERATURE Tina Jørstian and Poul Eric Munk Nielsen, *Light Years Ahead, The Story of the PH Lamp*, Copenhagen, 1994, p. 268 for a period illustration

The present lot is one of 26 original double-spiral wall lights designed by Poul Henningsen in 1955 for the Scala cinema and concert hall, one of five performance spaces within the Århus Theater. An extensive renovation in 1981 dramatically reduced the size of the Scala, during which time 12 lights were de-accessioned. The other 14

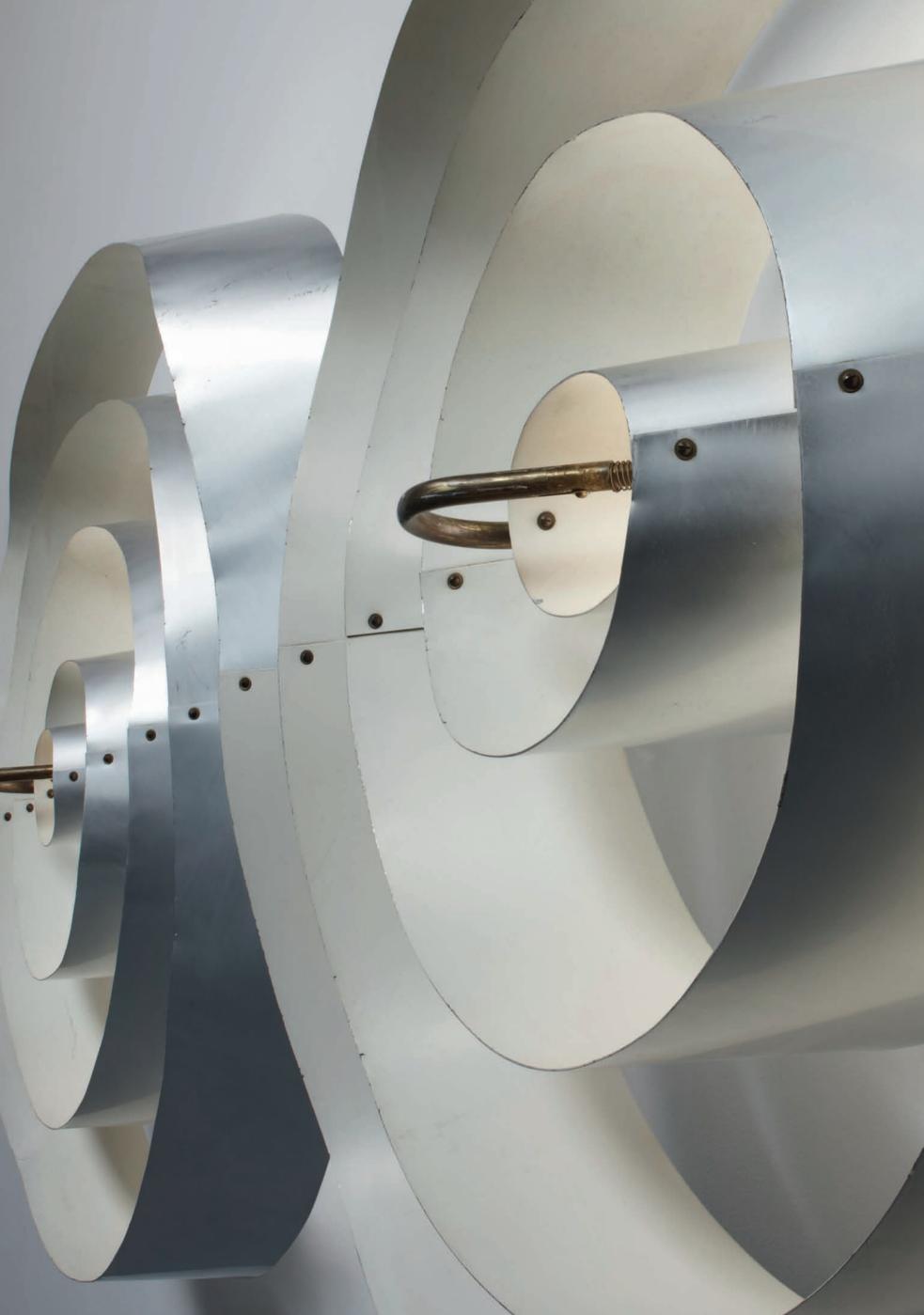






Double-spiral wall lights in situ, Scala cinema and concert hall, Århus Theater, ca. 1955

The curve of a spiral constantly recedes from, and constantly approaches, a fixed point. Opening and closing, it represents the beginning and the end of all motion. A primeval motif in art as in life, the spiral has festooned our walls and pots for as long as we've built them. Repeating or "running" spirals have been carved, cast, or painted on megalithic entry stones at Newgrange and on the sides of Shang bronze vessels; on Mesopotamian cylinder seals and on black-figure Attic ware, curling under Heracles' fleet foot. More than mere decoration, they seem to reference a stronger light, the absolute magnitude of our sun. Danish architect Poul Henningsen, bright star of 20th-century lighting design, was devoted to radiating forms. The curved and cut-cone shades of his famous PH lamps, layered around central bulbs, directed light downward while reducing glare, as did the offset shades of his large "Artichoke" ceiling lights. Fibonacci numbers hide in the leaves of artichoke bulbs, and therefore spirals do too. But Henningsen could be more literal than that; his "Spiral" pendant lights, designed in 1942 for Århus University, unwind like the peeled rinds of monumental fruit. Across town he installed the present lot, one of twenty-six wall-mounted fixtures for the Scala cinema and concert hall, located within the Århus Theater. Henningsen's double-spirals ran down the walls of the amphitheater as they descended toward the proscenium. One can imagine they cast more drama than any emanating from the stage.



## 5 **LUCIE RIE** 1902–1995

Important large vase, 1980
Mixed stoneware body creating an integral multi-colored and textured spiral.
Impressed with artist's seal.
14 1/2 in. (37 cm.) high

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

PROVENANCE Private Collection, UK
LITERATURE Tony Birks, Lucie Rie, Marston Magna, 2004, illustrated p. 190;
Oliver Watson, British Studio Pottery: The Victoria and Albert Museum Collection,
Oxford, 1990, p.108 for a similar example



# "Why should I invent new forms if reality already offers so many fantastic images, so many special solutions?" JURGEN BEY

#### **6 JURGEN BEY** b. 1965

"Tree Trunk Bench," designed 1999, ca. 2005 Cast bronze, Northern Red Oak. Produced for Droog, The Netherlands.  $34\ 1/4\times144\times16$  in. (87  $\times365.8\times40.6$  cm.)

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

PROVENANCE Droog, Amsterdam, The Netherlands

LITERATURE Droog & Dutch Design, From Product to Fashion, exh. cat., Centraal Museum, Utrecht, 2000, p. 40; Anneke Moors, ed., Simply Droog: 10 + 3 years of creating innovation and discussion, Amsterdam, 2006, pp. 40–41, 213 and 241; Renny Ramakers, ed., A Human Touch, Amsterdam, 2006, pp. 86–87; Gareth Williams, The Furniture Machine: Furniture since 1990, London, 2006, p. 36; Design Contre Design, exh. cat., Galeries nationales du Grand Palais, Paris, 2007, illustrated p. 298; Gareth Williams, Telling Tales: Fantasy and Fear in Contemporary Design, exh. cat., Victoria and Albert Museum, London, 2009, p. 44, fig. 22; Andrea Mehlhose and Martin Wellner, Modern Furniture: 150 Years of Design, Königswinter, 2009, p. 136

"Tree Trunk Bench" is in the permanent collections of the High Museum of Art, Atlanta, Georgia; Die Neue Sammlung, Munich; and the Centraal Museum, Utrecht.

In his work for Droog, a conceptual design company founded in Amsterdam in 1993, Jurgen Bey demonstrates that recycling of materials and forms doesn't preclude our impulse to contrive and build, and newness needn't be at the expense of the past. Bey's "Tree Trunk Bench" comprises a sourced log embellished with antique chair backs cast in bronze, an affable tribute to nature, tradition, and decay. Aside from actual use, users have so little agency over designs they buy—not so the owner of "Tree Trunk Bench." The consignor of the present bench cut this Northern Red Oak in his Connecticut woods, under which leaves the chair backs have been weathering for the past five years.

Bey cut his first "Tree Trunk" for "Couleur Locale: Droog Design for Oranienbaum," presented at the 1999 Salone di Mobile in Milan. The installation later traveled to Oranienbaum itself, a German castle town under protection of the World Monuments Fund. Droog had been invited there to participate in the restoration and revival of Oranienbaum Wörlitz, a 17th-century royal estate built by Henriette Catharina von Nassau-Oranien, a Dutch princess who brought with her to the region new styles of art and architecture as well as Dutch artisans. "Tree Trunk Bench," displayed in the estate gardens along with other works by fellow Droog designers Hella Jongerius, Marcel Wanders, and Martí Guixé, represented the local revival of a cultural exchange begun three centuries earlier.









#### 7 **SERGE MOUILLE** 1922–1988

Unique and important six-arm ceiling light, ca. 1958
Painted aluminum, painted tubular metal, brass. Produced by Atelier Serge Mouille for Louis
Sognot, France.

 $33\times77\times70$  in. (83.8  $\times$  195.6  $\times$  177.8 cm.), fully extended

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

PROVENANCE Alan Grizot, Paris, France; DeLorenzo Gallery, New York; Private Collection, New York EXHIBITED Louis Sognot, Salon des arts ménagers, Paris, March 1958; Exposition universelle et internationale, Brussels, Belgium, 1958; "Jean Prouvé / Serge Mouille: Two Master Metalworkers," DeLorenzo Gallery, New York, May 1985; Alan and Christine Counord, Paris, Fall 1985 LITERATURE Anthony DeLorenzo, Alan and Christine Counord, Jean Prouvé / Serge Mouille: Two Master Metalworkers, exh. cat., New York, 1985, illustrated pp. 146; Pierre Émile Pralus, Serge Mouille: a French Classic, Saint Cyr au Mont d'Or, 2006, illustrated pp. 95 and 196

Pierre Émile Pralus, author of *Serge Mouille: A French Classic*, states that the designer produced no more than half a dozen of these large six-arm ceiling lights. During preparations for his 1985 exhibition at DeLorenzo Gallery, New York, Mouille declared the present lot to be the only example in black and white. Mouille, who rarely abandoned the dark end of the spectrum, only painted his "black forms" white at the request of decorator Louis Sognot, with whom he exhibited the present lot at the 1958 Salon des arts ménagers, Paris.



"[This] form is the one I was striving for when I made the Lockheed Lounge, but in those days I didn't have the knowledge or the resources to make it."

#### MARC NEWSON

#### PROPERTY FROM THE HALSEY MINOR COLLECTION

8 MARC NEWSON b. 1963

"Orgone Stretch Lounge." 1993

Polished aluminum, enameled aluminum. Produced by POD Edition, UK. Artist's proof number one of two for the edition of six. Underside impressed with Pod logo and "MARC NEWSON/POD EDITION/AP 1."  $24\,3/8\times70\,1/2\times32\,5/8$  in.  $(61.9\times179.1\times82.9$  cm.)

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

PROVENANCE The Gallery Mourmans, The Netherlands; Private Collection, USA LITERATURE Phil Starling, "An Australian in Paris," Blueprint, February 1994, front cover and p. 29; Simon Mills, "Watch this Space," Sunday Times Magazine (London), November 27, 1994, illustrated p. 65; Volker Albus and Volker Fischer, 13 Nach Memphis: Design Zwichen Askese und Sinnlichkeit, Munich, 1995, p. 127; Alexander von Vegesack, et al., eds., 100 Masterpieces from the Vitra Design Museum Collection, exh. cat., Vitra Design Museum, Weil am Rhein, 1996, p. 172; Alice Rawsthorn, "Marc Newson," I.D. Magazine, January/February 1996, p. 70; Alice Rawsthorn, Marc Newson, London, 1999, pp. 90–93; Museu do Design: Luxo, Pop, Cool, De 1937 Até Hoje, exh. cat., Museu do Design, Lisbon, 1999, fig. 224; Conway Lloyd Morgan, Marc Newson, London, 2002, pp. 144–45; Louise Neri, ed., Marc Newson, exh. cat., Gagosian Gallery, New York, 2007, p. 64

This is the only "Orgone Stretch Lounge" produced with a black interior. The "Orgone Stretch Lounge" will be included as "MN - 80SL-1993" in the forthcoming catalogue raisonné of limited editions by Marc Newson being prepared by Didier Krzentowski of Galerie kreo, Paris.

Phillips de Pury & Company would like to thank Marc Newson and Didier Krzentowski for their assistance in cataloguing this lot.







# 9 MAXINGRAND 1908-1969

Rare wall light, model no. 2301, 1950s Partially frosted and chiseled glass, brass. Manufactured by Fontana Arte, Italy. 9  $1/2 \times 15 \ 3/4 \times 4 \ \text{in.} \ (24 \times 40 \times 10 \ \text{cm.})$ 

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

LITERATURE *Quaderni di Fontana Arte no. 6*, sales catalogue, n.p. for a drawing and image; Laura Falconi, *Fontana Arte: Una Storia Transparente*, Milan, 1998, p. 111 for a similar example



# **10 ARCHIBALD KNOX** 1864–1933

"Tudric" mantel clock, model no. 097, ca. 1902–1905 Pewter, abalone. Produced for Liberty & Co., UK. Underside impressed with "TUDRIC/097."  $14\ 1/2\times7\ 3/8\times5\ 5/8\ in.\ (36.8\times18.7\times14.3\ cm.)$ 

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

PROVENANCE Private Collection, UK; Private Collection, USA

LITERATURE A. J. Tilbrook and Gordon House, *The Designs of Archibald Knox for Liberty & Co.*, London, 1976, p. 107, fig. no. 89; Alastair Duncan, *Modernism: modernist design 1880–1940: the Norwest collection*, Norwest Corporation, Minneapolis, 1988, p. 39; Peter Barnet and MaryAnn Wilkinson, *Decorative Arts 1900: Highlights from Private Collections in Detroit*, 1993, p. 14, cat. no. 13; Stephen A. Martin, *Archibald Knox*, London, 2001, pp. 75 and 235

Scottish-born designer Archibald Knox conceived his "Tudric" line of high-end pewter ware for London department store Liberty & Co. on Regent Street. Knox's Celtic heritage, as well as his extensive research of historic ornament, informed the design of each "Tudric" piece. Although machine-made, "Tudric" works employed the hand-hammered aesthetic of the thriving Arts and Crafts movement. Knox accepted Liberty's strict policy of anonymity and did not sign any of the pieces he designed during their collaboration between approximately 1899 and 1906.





#### PROPERTY FROM THE FORNASETTI ARCHIVE

#### 11 PIERO FORNASETTI 1913–1988

Rare illuminated "Malachite" trumeau, 1956

Lithographic transfer-printed wood and metal, painted metal, painted wood, brass, glass. Interior of top drawer with plastic roundel impressed with logo and "FORNASETTI/MILANO." Together with a certificate of authenticity from the Fornasetti Archive.

 $86\times31$  1/2  $\times$  25 1/4 in. (218.4  $\times$  80  $\times$  64.1 cm.), with writing surface fully extended

#### **Estimate** \$60,000-90,000

LITERATURE Patrick Mauriès, Fornasetti: Designer of Dreams, London, 1991, p. 179; Mariuccia Casadio and Barnaba Fornasetti, Fornasetti: L'artista Alchimista: La Bottega Fantastica, Milan, 2009, p. 356; Mariuccia Casadio, Fornasetti: The Complete Universe, New York, 2010, illustrated p. 348

The Fornasetti Archive has confirmed that the present lot is one of only three examples ever produced.



# "...the light your design emanates is nothing other than tenderness." ARATA ISOZAKI



## **12 SHIRO KURAMATA** 1934–1991

"Cabinet de Curiosité," ca. 1989 Colored and clear acrylic. Manufactured by Ishimaru Co., Japan. Number 22 from the edition of 40. Together with a certificate of authenticity from Meiko Kuramata.  $74.3/4\times18\times18 \text{ in.} (189\times45.7\times45.7 \text{ cm.})$ 

## **Estimate** \$80,000-100,000



#### PROPERTY FROM AN IMPORTANT PRIVATE COLLECTION

#### 13 EDMUND DE WAAL b. 1964

A "Cargo" of Pots, 2003-06

Porcelain, various white glazes, gold leaf. Impressed marks. Comprising five groups: "Three tall lidded jars," "Three buckets," "White out," "Twenty small cylinders," and "Another day" displayed as a single installation (38). Tallest: 34 1/4 in. (87 cm.)

### **Estimate** \$60,000-90,000

The present "Cargo" comprises five distinct groupings made by Edmund de Waal between 2003 and 2006.

"Three tall lidded jars," 2003

PROVENANCE "Colourfield," Contemporary Applied Arts, London, UK, September 2003
Similar examples are held in the Los Angeles County Museum of Art, Los Angeles, California;
Middlesbrough Museum of Modern Art, Middlesbrough; Blackwell – The Arts & Crafts House,
Bowness-on-Windermere, UK; World Ceramic Exposition Museum, Ichon, Korea; National
Museum of Wales. Cardiff, UK.

"Three buckets," 2004

PROVENANCE New Art Centre, Roche Court, Wiltshire, UK

Similar examples exhibited in "Makers and Movers," Crafts Study Centre, Farnham, UK, June 2007–December 2008, and now in their permanent collection and in the collection of the Museum of Art and Design, New York.

"White out," 2004–06

PROVENANCE New Art Centre, Roche Court, Wiltshire, UK

**EXHIBITED** "Edmund de Waal at Kettle's Yard," Kettle's Yard, Cambridge, May 26-July 22, 2007; "Edmund de Waal at mima," mima, Middlesbrough, August 10-November 11, 2007

LITERATURE Edmund de Waal, *Edmund de Waal at Kettle's Yard, mima and elsewhere*, Cambridge and Middlesbrough, 2007, illustrated pp. 100–01

"Twenty small cylinders," 2006

PROVENANCE New Art Centre, Roche Court, Wiltshire, UK

"Another day," 2006

**EXHIBITED** "Edmund de Waal at Kettle's Yard," Kettle's Yard, Cambridge, May 26–July 22, 2007; "Edmund de Waal at mima," mima, Middlesbrough, August 10–November 11, 2007 **LITERATURE** Edmund de Waal, *Edmund de Waal at Kettle's Yard, mima and elsewhere*, Cambridge

**LITERATURE** Edmund de Waal, *Edmund de Waal at Kettle's Yard, mima and elsewhere*, Cambridge and Middlesbrough, 2007, illustrated pp. 96–97

The current grouping of five distinct "cargoes," seen here displayed as a single intervention in the home of the consignor, was conceived and acquired over a period of three years. There is a sense that each item within the larger group has an effect on the whole and whilst this present display is a personal response to both the work and its environment at a given point in time, this represents only a transient moment in the history of the individual pieces that are contained within it.



"Edmund de Waal has been a leading figure in this expanded field of possibilities, both as an artist and as an observer and critic. During his career, de Waal has moved from domestic potter to installation artist. It is a relocation that might suggest a giant leap, yet one that has occurred apparently seamlessly, a succession of steps made to look as easy as walking from A to B. The constant that has made this journey possible is the sustained level of intellectual enquiry that has underpinned his work at every stage. De Waal has, from the outset, articulated the significance of porcelain, its associations, its desirability, its contradictory notions of strength and fragility. So while the composition and framing of the work have evolved, many underlying themes have remained present. His work has continued to offer a dialogue about the use, preciousness, survival, preservation and display of ceramics.

"But as this transition has occurred, so the arena in which the works might be seen has shifted. De Waal's porcelain of the 1990s was most at home within domestic environments, poised somewhere between kitchen cupboard and display shelf. Close to the stuff of everyday life. In the context of a museum, such objects always run the risk of seeming dispossessed, of becoming meditations on form and aesthetics alone, stripped of other meaning. This is, of course, the ever-present challenge for museum interpretation and display. By contrast, de Waal's later grouped works – his 'cargoes' of pots, made from the late 1990s onwards – might seem to have more of a natural affinity with the museum, reflecting as they do the issues of selection and display that lie at the heart of collecting. In recent years, de Waal has begun to frame such works within purpose-made structures: metal or lacquered shelves, boxes and channels constructed in clean, minimalist style. The way in which the pots are displayed has become an integral part of the work. And increasingly there is a sense that it is about putting on a show, albeit one that might be for a private audience.

"De Waal's work over the last decade has also evolved a relationship with architecture. This has been played out in a series of exhibitions in remarkable interiors: High Cross House, Blackwell, Kettle's Yard. For these and other projects, de Waal constructed work for highly specific settings, framing pots within architectural features or the intimate spaces of furniture. Common to most of these installations was their impermanence. Short-term interventions were made into familiar spaces. This approach, now something of an orthodoxy in contemporary art, remains rich in potential. By altering the character of a known space, by intruding on areas that might otherwise be off-limits. Such works demand a lightness of touch. The underlying fabric cannot be disturbed. Ultimately the work must disappear as if it had never been there, leaving an echo only in the memory."

Alun Graves, in Glenn Adamson with Edmund de Waal and Alun Graves, Signs & Wonders: Edmund de Waal and the V&A Ceramics Galleries, London, 2009



"The proportions of these enormous, fatherly monsters are so fine ... that they look light in spite of their weight." G. JANNEAU



A pair of "Elephant" armchairs, Collector's study, Salon des artistes décorateurs, Paris, 1926

#### 14 EMILE-JACQUES RUHLMANN 1879–1933

Rare "Elephant" armchair, ca. 1926 Leather, macassar ebony-veneered wood, wood. Underside of frame branded with "Ruhlmann." 35 1/2 in. (90.2 cm.) high

## Estimate \$180,000-240,000

PROVENANCE Private Collection, Paris; DeLorenzo Gallery, New York; Private Collection, Florida; Private Collection, New York

LITERATURE Alastair Duncan, Art Deco Furniture, The French Designers, London, 1984, p. 153, fig. 219 for a similar example; Florence Camard, Ruhlmann, Master of Art Deco, New York, 1984, pp. 78, 115, 122–23, 135, 165, 167, 192 and 263 for similar examples; Emmanuel Breon, Emiles-Jacques Ruhlmann, the Designer's Archives, Furniture, Paris, 2004, p. 17 for a similar example; Emmanuel Breon and Rosalind Pepall, Ruhlmann, Genius of Art Deco, Paris, 2004, pp.226–27; Florence Camard, Ruhlmann, Paris, 2009, pp. 210, 325–26, 353, 370 and 397 for similar examples

The present "Elephant" armchair has been authenticated by Jean-Marcel Camard, a member of the Syndicat Français des Experts Professionels en Œuvres d'Art et Objets de Collection (SFEP), Paris.



## **15 ALEXANDRE NOLL** 1890–1970

 $\label{eq:unitled} Untitled, ca. 1955$  Railroad tie, bolts. Side of base incised with "ANoII."  $26\,1/2\times12\,1/8\times4\,7/8\,\text{in.}\,(67.3\times30.8\times12.4\,\text{cm.})$ 

## **Estimate** \$45,000-65,000

PROVENANCE Wolfgang Joop, Germany; Phillips de Pury & Company, 20–21st Century Design Art, New York, May 24, 2005, Lot 147
LITERATURE Olivier Jean-Elie and Pierre Passebon, *Alexandre Noll*, Paris, 1999, p. 71 and 115–17 for similar examples



## 16 TIFFANY STUDIOS

*"Turtleback" ceiling light*, ca. 1900 Favrile glass, patinated bronze. Produced by Tiffany Studios, USA. 13 in. (33 cm.) high, 23 1/2 in. (59.7 cm.) diameter, variable drop

## **Estimate** \$120,000-160,000

LITERATURE Jacob Baal-Teshuva, Louis Comfort Tiffany, Cologne, 2001, pp. 74–75 for a similar example; Robert Koch, Louis C. Tiffany: The Collected Works of Robert Koch, Atglen, 2001, pp. 124–25 for similar examples in Laurelton Hall; Alastair Duncan, Louis C. Tiffany, The Garden Museum Collection, Woodbridge, UK, 2004, p. 562 for similar examples; Alastair Duncan, Tiffany Lamps and Metalware, an Illustrated Reference to Over 2000 Models, Woodbridge, UK, 2007, pp. 274 and 281 for similar examples; Hamish Bowles, "Design for Living," Vogue, September 2010, p. 622 for a similar example





## **17 JEAN PROUVÉ** 1901–1984

Very rare and important refectory table, from the Société nationale des constructions aéronautiques du Sud-Est, Marseille-Marignane, France, ca. 1939 Painted steel, painted sheet steel, granipoli fiber cement, aluminum. Manufactured by Les Ateliers Jean Prouvé, France. 29 1/2 × 33 1/2 × 37 1/2 in. (74 × 202 × 95 cm.)

#### **Estimate** \$150,000-250,000

PROVENANCE Société nationale des constructions aéronautiques du Sud-Est,

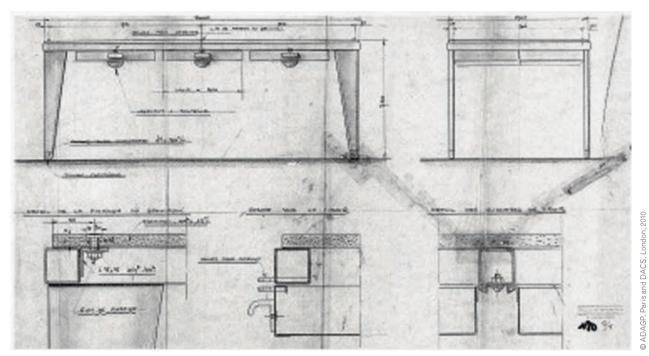
Marseille-Marignane, France.

LITERATURE Peter Sulzer, *Jean Prouvé: Œuvre Complète, Volume 2: 1934–1944*,

Basel, 2000, pp. 242–43 for similar examples; Galerie Patrick Seguin, *Jean Prouvé, Volume 2*, Paris, 2007, pp. 414–15 for similar examples

The present lot is the only known extant example of a refectory table in this configuration.





Construction drawings from Peter Sulzer, Jean Prouvé: Œuvre Complète, Volume 2: 1934–1944, p. 242, fig. 798,4





## **18 ARNE JACOBSEN** 1902–1971

Rare and important "Drop" chair, ca. 1958 Leather, copper-plated steel. Manufactured by Fritz Hansen, Denmark. 33 7/8 in. (86 cm.) high

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

PROVENANCE Private Collection, Switzerland
LITERATURE Poul Erik Tojner and Kjeld Vindum, Arne Jacobsen, Architekt &
Designer, Copenhagen, 1995, p. 84; Noritsugu Oda, Danish Chairs, San Francisco,
1999, p. 61; Carsten Thau and Kjeld Vindum, Jacobsen, Copenhagen, 2001, pp. 436,
439 and 441; Charlotte and Peter Fiell, Scandinavian Design, Cologne, 2002, p. 299;
Michael A. Sheridan, Room 606: The SAS House and the Work of Arne Jacobsen,
London, 2003, pp. 202, 206 and 214





## **19 ZAHA HADID** b. 1950

Black "Aqua" table, ca. 2006

Polyurethane resin, silicone. Produced by Established & Sons, UK. Number four from an edition of 12. Underside edge of table top with raised stamp "Established/& Sons/British Made" and "4/12."  $31\times50\,1/2\times166\,\mathrm{in.}\,(78.7\times128.3\times421.6\,\mathrm{cm.})$ 

#### Estimate \$90,000-110,000

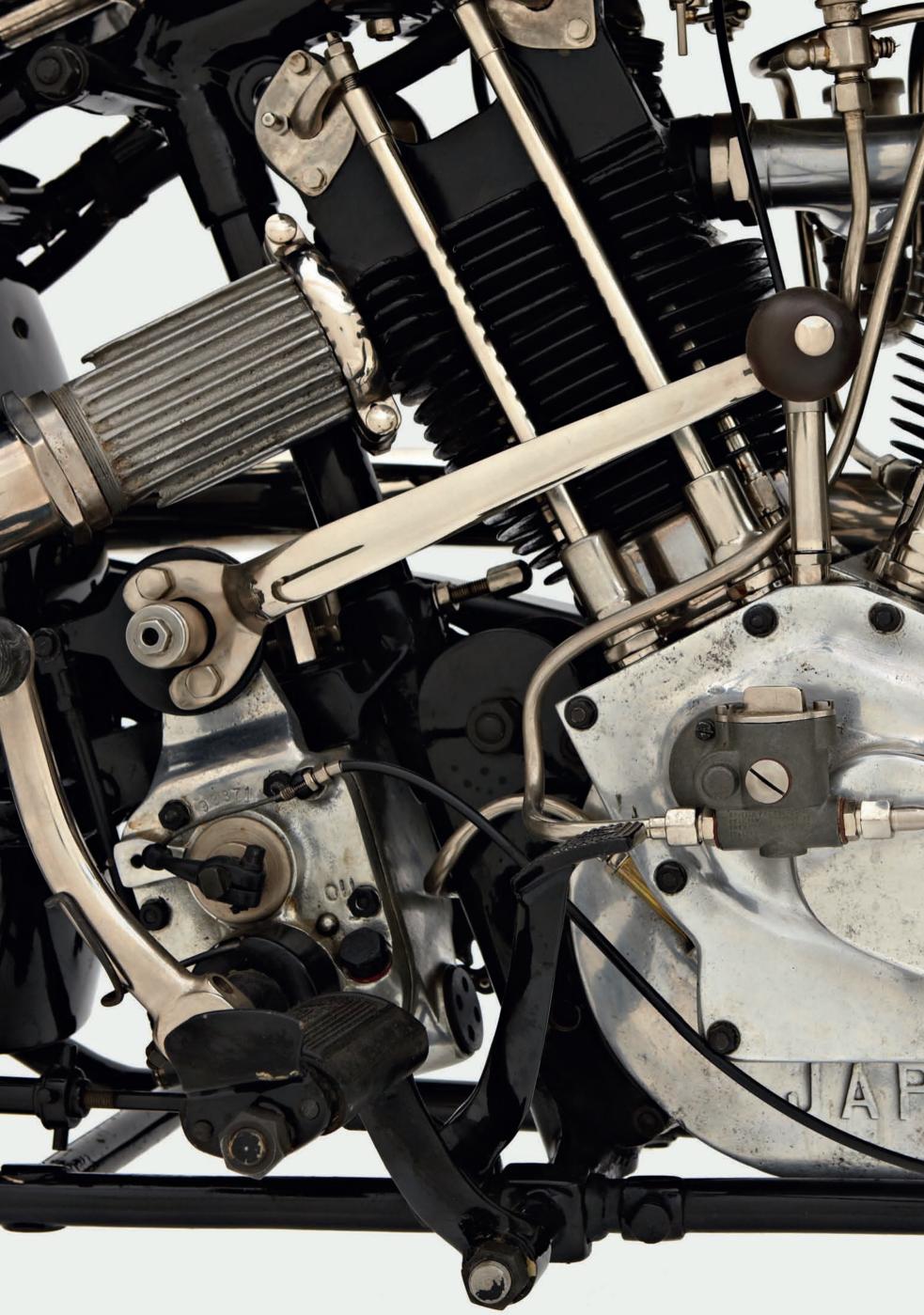
PROVENANCE Established & Sons, London, UK

LITERATURE William Weathersby Jr., "Zaha Hadid catches a wave," *Architectural Record*, July 2005, p. 246; Grant Gibson, "Rising Sons," *Crafts*, September/October 2005, pp. 30–31; *Zaha Hadid*, exh. cat., Solomon R. Guggenheim Museum, New York, 2006, p. 167 for the white version; Gareth Williams, *The Furniture Machine: Furniture since 1990*, London, 2006, pp. 80–81 for the white version; Sophie Lovell, *Limited Edition: Prototypes, One-Offs and Design Art Furniture*, Basel, 2009, p. 179











## "It is very satisfying to know that you are astride a machine which, if you wish, can leave behind anything on wheels." GEORGE BROUGH



George Brough (astride the present lot) with F. P. Dixon and Eddy Meyer during the 8-day Austrian Alpine Trial, July 1925

## PROPERTY FROM AN IMPORTANT PRIVATE COLLECTION

## 20 GEORGE BROUGH 1891–1969

The Prototype Brough Superior SS100 "Alpine Grand Sport," 1925
Registration number HP2122. Frame number 801A. Engine number
KTOR 37658. Engineered by Harold Karslake, Brough Superior Works,
Nottingham, UK. 1000cc overhead valve 50-degree V-twin engine
manufactured by J.A. Prestwich, Tottenham, UK. Together with George
Brough's International Travelling Pass issued for the present lot by
the Royal Automobile Club, London, June 8, 1925, and with a letter of
certification from Mike Leatherdale, Machine Registrar, Brough Superior
Club, UK.

#### Estimate \$600,000-700,000

**PROVENANCE** George Brough, Nottingham, UK; Prince R. Chagla, India; Major S. Balakrishnan, India

COMPETITION London to Edinburgh Trial, May 1925 (George Brough); Austrian Alpine Trial, July 1925 (George Brough); London to Exeter Trial, December 1925 (J.P. "Neon" Castley); Victory Cup Trial, March 1926 (George Brough)

LITERATURE Ronald H. Clark, Brough Superior: The Rolls-Royce of Motorcycles, Yeovil, 1964, illustrated p. 38; Mick Duckworth, "Superiority Complex," The Classic Motorcycle, December 1998, illustrated pp. 50–52 and p. 54

The present lot is the first SS100 "Alpine Grand Sport" and was George Brough's own personal bike, raced by him throughout 1925 and early 1926, as confirmed by Mike Leatherdale, Machine Registrar for the Brough Superior Club, UK.

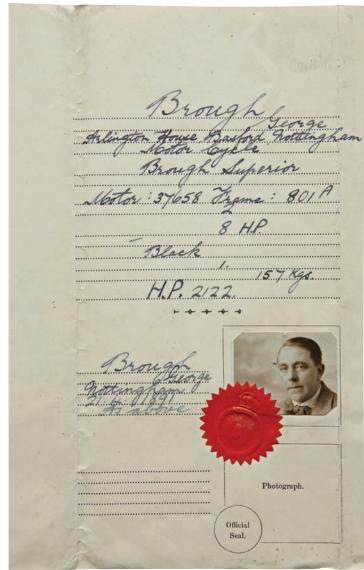
Please see the Important Notice for Prospective Buyers of Vintage Vehicles which appears at the back of this catalogue.

"It is very satisfying to know that you are astride a machine which, if you wish, can leave behind anything on wheels," vowed the 1925 Brough Superior sales brochure—no empty boast. The previous year, engine tuner Bert Le Vack set the British road record at Clipstone Drive, Sherwood, when he hit 111.1 mph on a Brough Superior in front of 10,000 spectators. The eponymous George Brough insisted every SS100 be tested for a quarter mile at 100 mph, hence the model number.

More than merely fast, Brough Superiors comprised the best-made components of the day: engines by J.A. Prestwich; gearboxes from Sturmey Archer; Bonniksen speedometers; and the famous sculpted "Bulbous Nose Saddle Tank", a proprietary design. Given its maker's attention to detail as well as the marque's unparalleled repair and replacement service, the Brough Superior lived up to its name. Reporter H.D. Teague dubbed it "The Rolls-Royce of Motor Cycles" (at £170 in 1925, it cost more than most men's yearly wages).

In preparation for that July's Austrian Trial, Brough designed the present lot, his own personal bike and the first "Alpine Grand Sport" (AGS), a modified SS100. Chief Engineer Harold Karslake, who secretly assembled the machine in early 1925 at the Brough Superior Works in Nottingham, made critical adjustments to account for the demands of the 8-day trial which included distance runs, hill climbs, and speed sections. He pulled back the handlebars to allow Brough greater comfort over longer distances, modified the gas tank, and lowered the engine compression to improve performance at high altitudes and during steep climbs. In addition, Karslake equipped the bike with "full touring trim" which included large Rexine panniers and Lucas acetylene lamps. The fruits of his labor? An Austrian speed award for Brough and a gold medal later that year during the London to Exeter trial.



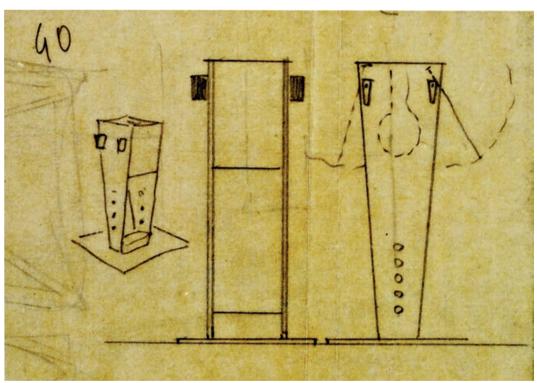












Preparatory drawing for desk lamp, model no. 40

21 JACQUES LE CHEVALLIER and RENÉ KOECHLIN 1896–1987, 1866–1951 Rare and important desk lamp, model no. 40, ca. 1928
Aluminum, Ebonite.
16 1/2 in. (41.9 cm.) high

#### **Estimate** \$90,000-110,000

PROVENANCE Private Collection, Paris; Private Collection, USA

LITERATURE Ce temps-ci, Cahiers d'art contemporain, Paris, no. 3, January 1929; L'Art vivant, 5e,
Paris, no. 102, March 1929; L'Art international d'Aujourd'hui, Paris, vol. 9; Arlette Barré-Despond,
Union des Artistes Modernes, Paris, 1986, p. 321; Alastair Duncan, Modernism: modernist design
1880–1940: the Norwest collection, Norwest Corporation, Minneapolis, 1988, p. 198; Jean-François
Archieri, Jacques Le Chevallier 1896–1987 La Lumière Moderne, Paris, 2007, pp. 82–83

Jacques Le Chevallier, a stained glass artist, and René Koechlin, a civil engineer (and brother of Maurice Koechlin, designer of the Eiffel Tower), collaborated on a small number of modernist lamps at the end of the 1920s. Their designs, industrial in appearance, boasted strong angles, moveable flaps and exposed screws, and incorporated affordable materials like aluminum and Ebonite, a composite used in the production of early bowling balls. These lamps, like the present lot, resembled machines not only in appearance but also in function: the bulb can be dimmed or exposed by moving various panels. Although the lamps were intended for mass production, few examples of the pair's designs remain on the market.



## 22 LE CORBUSIER, CHARLOTTE PERRIAND and PIERRE JEANNERET

1887–1965, 1903–1999, 1896–1967

Chaise longue, model no. 2072, ca. 1935

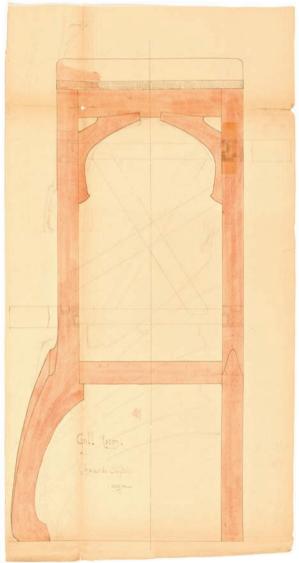
Chrome-plated tubular metal, painted metal, Eisengarn. Manufactured by Embru-Werke AG, Switzerland.

31 × 63 × 54 in. (79 × 160 × 21 1/4 cm.)

Estimate \$50,000-70,000

SELECTED LITERATURE Domus, November 1981, pp. 44–46; Derek E. Ostergard, ed., Bent Wood and Metal Furniture: 1850–1946, exh. cat., New York, 1987, p. 284; Charlotte Fiell and Peter Fiell, Modern Chairs, Cologne, 1993, p. 53





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Preparatory drawing from the Hankar Foundation

## 23 PAUL HANKAR 1859–1901

Tabouret, from the American Bar and Grill-Room, Grand Hôtel, Brussels, 1897 Oak, leather, brass. 28 1/2 in. (72.5 cm.) high

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

PROVENANCE American Bar and Grill-Room, Grand Hôtel, Brussels, Belgium LITERATURE François Loyer and Paul Hankar, *La Naissance de l'Art Nouveau*, Brussels, 1986, p. 169; Werner Adriaenssens, Lieven Daenens and François Loyer, *Paul Hankar, architecte d'intérieur*, Brussels, 2005, pp. 24 and 33

The Grand Hôtel was one of the most modern and prestigious hotels in Brussels. Its restaurant was known as one of the best in the city. In 1897, directly after the international exhibition, the owners commissioned the well-known Art Nouveau architect Paul Hankar to renew the interior design of the American Bar and Grill Room, which opened its doors in 1898.

Phillips de Pury & Company would like to thank Professor Werner Adriaenssens for his assistance in cataloguing this lot.



"Boule" armchair, ca. 1950 Fabric, oak. 28 1/2 in. (72.4 cm.) high

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

PROVENANCE Private commission made in Paris for an important Lebanese family LITERATURE Jean Royère, décorateur à Paris, exh. cat., Musée des Arts Décoratifs, Paris, 1999, pp. 41, 62–63, 70–71 and pp. 115, 122–123 and 125 for drawings; Jean Royère, exh. cat., Galerie Jacques Lacoste, Paris, 1999, pp. 61–63, 84–85 and 95; Pierre-Emmanuel Martin-Vivier, Jean Royère, Paris, 2002, pp. 35, 143, 210–211, 230–231, 238 and 266



## **25 HARRY BERTOIA** 1915–1978

Large "Bush" sculpture with integrated welded fountain form interior, ca. 1970 Welded patinated bronze and copper.  $16\times23\times21~\text{in.}~(40.6\times58.4\times53.3~\text{cm.})$ 

### **Estimate** \$120,000-140,000

PROVENANCE Private Collection, Pennsylvania

LITERATURE Nancy N. Schiffer and Val O. Bertoia, *The World of Bertoia*, Atglen, 2003, p. 104 for a large-scale version of the fountain form and pp. 109–21 for similar examples



### **26 FORREST MYERS** b. 1941

Unique "Cirrus" chair, 1991 Anodized aluminum, coiled aluminum wire. Underside incised with an arrow and "FRONT/fm 91/Forrest W. Myers" and signed in black marker with "Forrest Myers/fm 87."  $27\ 1/2 \times 28 \times 26\ \text{in.}\ (69.9 \times 71.1 \times 10.2\ \text{cm.})$ 

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

PROVENANCE Art & Industry, New York; Historical Design, New York



### 27 LE CORBUSIER, PIERRE JEANNERET and CHARLOTTE PERRIAND

1887–1965, 1896–1967, 1903–1999

Rare table, model no. B307, ca. 1930

Frosted glass, chrome-plated tubular metal, painted metal. Manufactured by Thonet Frères, France; glass manufactured by Saint-Gobain, France. One leg with manufacturer's metal label with logo and "Thonet."

28 5/8 × 32 1/2 × 18 7/8 in. (72.8 × 82.8 × 47.8 cm.)

### **Estimate** \$25,000-30,000

PROVENANCE Levi Strauss, Paris, France

LITERATURE Alexander von Vegesack, et al., eds., *Thonet Tubular Steel Furniture, First Complete Catalogue Collection of German and French Models 1930–1931*, Weil Am Rhein, 1989, n.p.; W. Boesiger, ed., *Le Corbusier et Son Atelier rue de Sevres 35, Œuvre Complète 1957–1965*, New York, 1990, pp. 43–44, 46 and 85; Mary McLeod, ed., *Charlotte Perriand: An Art of Living*, New York, 2003, p. 51, fig 21 and p. 54, fig. 25; Marie Laure Jousset, *Charlotte Perriand*, exh. cat., Centre Pompidou, Paris, 2005, p. 19; Jacques Barsac, *Charlotte Perriand: Un Art d'Habiter*, Paris, 2005, pp. 62, 79, 80–81 and 87



"The expanse of air, the universe of time, is symbolized by this saucer, which belongs to the whole wide world." YONEL LEBOVICI

PROPERTY FROM AN IMPORTANT PRIVATE COLLECTION

## 28 YONEL LEBOVICI b. 1937

Monumental "Soucoupe" floor lamp, ca. 1978

Aluminum, chrome-plated metal, painted steel. From the edition of 20. One panel incised with "Lebovici Y" near base.

81 1/4 in. (206.4 cm.) high

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

LITERATURE Anne Bony, Furniture and Interiors of the 1970s, Paris, 1982, pp. 92–93; Michèle Chartier, Yonel Lebovici, Sculpteur de haut niveau, Paris, 1995, pp. 56–57



"São Paulo is a very textural city. It is this texture that makes it such a big mess with so many different volumes, shapes and colors." FERNANDO CAMPANA

## PROPERTY FROM AN IMPORTANT PRIVATE COLLECTION

## 29 FERNANDO AND HUMBERTO CAMPANA b. 1961, b. 1953

"Sushi" sofa, ca. 2002

Carpet, rubber, ethylene vinyl acetate (EVA), fabric, wood, stainless steel. Produced by Estudio Campana, Brazil. Second artist's proof from the edition of six plus two artist's proofs and three prototypes. Together with a certificate of authenticity from Estudio Campana.  $31.1/2\times64\times30.3/8~in.~(80\times162.6\times77.2~cm.)$ 

### Estimate \$100,000-150,000

PROVENANCE Humberto Campana, Brazil

LITERATURE Zest for Life – Fernando + Humberto Campana, exh. cat., Design

Museum, London, UK, 2004, pl. 22; Darrin Alfred, Deyan Sudjic et al., Campana

Brothers, Complete Works (So Far), New York, 2010, illustrated pp. 74–75 and 266

As correspondence with Estudio Campana confirms, the present "Sushi" sofa, the second of two artist's proofs, was originally produced for Humberto Campana. The present sofa is a companion, or "brother," to the example exhibited in "Zest for Life – Fernando + Humberto Campana" at the Design Museum, London, from June 19 to September 19, 2004.

The Campana Brothers are often met with laughter. "All the objects in our collections have some relationship with humor," says Humberto (Darrin Alfred et al, Campana Brothers: Complete Works [So Far], New York, 2010, p. 186). The brothers' best work is a crack up: chairs upholstered with dolls: tabletops built from plastic drain covers; unstructured sofas massed on the floor, their canvas tails writhing like crocodiles in the mud. The exuberance of the Campanas' popular "Banquete" series, plush lounge chairs festooned with toy animals, hit a funny bone in the playroom as well as the boardroom. For their recent TransPlastic series, the brothers encased—"attacked" garish cast-off objects with hand-woven rattan, as if our synthetic world had succumbed to natural causes. Surprise, prerequisite to laughter, is a common response to the Campanas' furniture, much of it collaged from found objects and incongruous materials. The brothers upholstered their "Sushi" sofa and related "Sushi" chair (both designed in 2002) with discarded rubber, carpeting, and swatches of fabric tightly wound in circular sections reminiscent of hand-rolled sushi (São Paulo, where the Campanas live, hosts the largest Japanese population of any city outside Japan). The patchwork of materials on this and much of the Campanas' other work alludes to the visual and cultural vibrancy of their home. "São Paulo is a very textural city," says Fernando. "It is this texture that makes it such a big mess with so many different volumes, shapes and colors" (ibid., p. 177). The Campana Brothers transform a staple diet—scraps of fabric, jots of color, and other morsels—

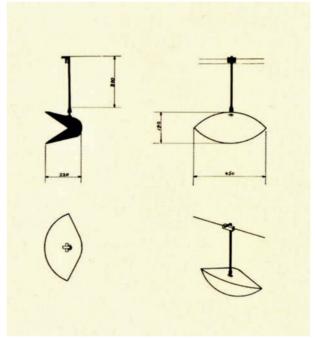








Ceiling lights on track in the Magasin Pilote



Preparatory drawing

## **30 SERGE MOUILLE** 1922–1988

Rare "Grosse Moule" suspension ceiling light, 1955 Painted aluminum, painted tubular metal, brass. 19 1/4  $\times$  19 5/8  $\times$  9 1/2 in. (49  $\times$  50  $\times$  24 cm.)

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

PROVENANCE Magasins Pilotes, Paris
LITERATURE Pierre Émile Pralus, Serge Mouille: a French Classic, Saint Cyr au Mont d'Or,
2006, p. 81

"Marcel-Henri Vassal and his son, the decorator Claude Vassal, opened their first Magasin Pilote (Pilot Store) in February 1955 in Paris, near the Porte d'Orléans. They got Serge Mouille to do the lighting, and he installed a system of U-shaped tracks, fixed to the ceiling, running all round the exhibition rooms. Grosse Moule reflectors were suspended on the track by a bracket which could slide as required, and the wiring was invisible, hidden in the track itself – and this track was the ancestor of our present-day track lighting."

Pierre-Émile Pralus, *Serge Mouille: a French Classic*, Saint Cyr au Mont d'Or, 2006, p. 80



# 31 HANS COPER 1920–1981

Flattened form with disc top, 1972 Stoneware, black manganese glaze. Impressed with artist's seal. 6 in. (15.2 cm.) high

## **Estimate** \$12,000-16,000

PROVENANCE Private Collection, Germany

EXHIBITED "Lucie Rie – Hans Coper Keramic," Museum für Kunst und Gewerbe

Hamburg, Germany, August 30–October 4, 1972

LITERATURE Lucie Rie – Hans Coper Keramic, exh. cat., Museum für Kunst und

Gewerbe, Hamburg, 1972, illustrated p. 29; Cyril Frankel, Modern Pots – Hans Coper,

Lucie Rie and their Contemporaries, London, UK, 2000, p. 47 for a similar form



### 32 JEAN-MICHEL FRANK 1895-1941

Rare pair of armchairs, ca. 1939

Painted iron, fabric. Manufactured by Comte S.R.L., Argentina. Together with a certificate of authenticity from the Comte Committee, Argentina (2). Each: 37 in. (94 cm.) high

### Estimate \$140,000-180,000

PROVENANCE Private Collection, Buenos Aires, Argentina LITERATURE Léopold Diego Sanchez, *Jean-Michel Frank*, Paris, 1997, p. 221 for a similar example; James Buresh and Gallery BAC, *Jean-Michel Frank in Argentina*, New York, 2010, p. 43 for a similar example





The present chairs were produced by Comte, the Argentinean furniture maker and retailer, after an earlier iron and leather model by French designer Jean-Michel Frank. Comte was established in Buenos Aires in 1932 by Ignacio Pirovano, the future director of the Museo Nacional de Arte Decorativo. An aesthete and an interior designer, Pirovano met and befriended Frank in the early 1930s during an extended stay in Paris with his wife, Lía Elena de Elizade. She later recalled in La Nacional: "We had acquired an apartment and needed furniture. Jean-Michel lent us a coiffeuse and a table  $\ldots$  Thus was born our friendship." (Gallery Bac and James Buresh, Jean-Michel Frank in Argentina, New York, 2010, p. 13). As Buresh has noted, Comte functioned in several ways: the firm imported European furniture, including French-made works by Frank; it produced its own designs; and it subcontracted orders to outside cabinetmakers. In 1936, Pirovano signed an exclusive agreement to produce Frank's designs in Argentina, which the firm continued to do after the latter's death in 1941. As Buresh has also noted, Frank did not arrive in Argentina until 1940 (his first and only visit) and departed in January 1941 for New York. Although he lived in Argentina briefly (in an apartment above the Comte showroom), Frank exerted a strong influence there long before and after his stay.

## **33 POUL HENNINGSEN** 1894–1967

Rare five-arm "Basket" ceiling light, ca. 1931-1934

Patinated metal, colored frosted glass. Manufactured by Louis Poulsen,
Denmark. Metal shade fitting of each arm impressed with "PATENTED" and
"P.H.-2."

29 in. (73.7 cm.) drop, 30 in. (76.2 cm.) diameter

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

**LITERATURE** Tina Jørstian and Poul Erik Munk Nielsen, eds., *Light Years Ahead, The Story of the PH Lamp*, Copenhagen, 1994, p. 193 for a downward-lighting example



### **34 LINE VAUTRIN** 1913–1997

Rare "Solaire" mirror, ca. 1965
Talosel resin, colored glass, mirrored glass. Back of mirror incised with "LINEVAUTRIN."
35 in. (89 cm.) diameter

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

PROVENANCE Acquired directly from the artist; Private Collection, France LITERATURE Line Vautrin and Patrick Mauriès, *Line Vautrin, Sculptor, Jeweller, Magician*, London, 1992, p. 83; Line Vautrin and Patrick Mauriès, *Line Vautrin: Miroirs*, Paris, 2004, pp. 21 and 98–99



"Even felled, cut, the tree continues to live..." ALEXANDRE NOLL

#### **35 ALEXANDRE NOLL** 1890–1970

Untitled, 1968

Ebony. Incised with "A NoII 1968." Together with a certificate of authenticity from Odile NoII.

 $22\times11\times2$  1/2 in. (55.9  $\times$  27.9  $\times$  6.4 cm.)

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

PROVENANCE DeLorenzo 1950, New York; Sotheby's, Important 20th-Century Design, December 12, 2003, New York, Lot 631; Reed Krakoff, New York; DeLorenzo 1950, New York

LITERATURE Olivier Jean-Elie and Pierre Passebon, *Alexandre Noll*, Paris, 1999, p. 90 for a similar example; Simon Doonan, "Winning Combination," *Elle Décor*, September 2006, illustrated p. 173



## **36 HENRY VAN DE VELDE** 1863–1957

"Bloemenwerf" chair, ca. 1898

Elm, leather, brass tacks. Manufactured by Société Van de Velde & Co., Belgium. 37 5/8 in. (95.5 cm.) high

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

PROVENANCE Private Collection, Antwerp, Belgium; Private Collection, Berlin, Germany SELECTED LITERATURE Klaus-Jürgen Sembach, Henry Van de Velde, New York, 1989, pp. 44–45 for the original model; Wendy Kaplan and Elizabeth Cumming, The Arts and Crafts Movement, London, 1991, p. 203, fig. 164 for the original model; Amy F. Ogata, Art Nouveau and the Social Vision of Modern Living: The Belgian Artists in a European Context, Cambridge, 2001, p. 97 for the original model



#### **37 CARLO BUGATTI** 1856–1940

Very rare "Dragonfly" footed bowl, ca. 1907 Silver. Executed by Adrien Auguste Hébrard, Paris. Underside impressed with mark "AH" (the A obscured) separated by an amphora within a lozenge-shaped punch as well as two other indecipherable hallmarks. 2 1/2 in. (6.4 cm.) high, 11 in. (27.9 cm.) diameter

### Estimate \$100,000-150,000

PROVENANCE Sotheby's, Art Nouveau - Art Déco - Design, Paris, May 24, 2007, lot 40 LITERATURE J. Alastair Duncan, "The Silver of Carlo Bugatti," *The Magazine Antiques*, December 1989, pp. 1353 and 1355 for similar examples of dragonfly ornamentation; Henry Hawley, *The Bulletin of Cleveland Museum of Art*, May 1992, pp. 130–43 for a discussion of Bugatti's silver; Marie-Madaleine Massé, *Carlo Bugatti at the Musée d'Orsay, illustrated summary catalogue of the archives and collections*, Paris, 2001, p. 132 for an example of another "Dragonfly" ornamented mold

"On 15 September 1906, Adrien Hébrard, a founder of artworks, and Carlo Bugatti, a sculptor, signed an agreement by which the latter 'undertakes to give to A.A. Hébrard all his work both to supply him, in full ownership, with models for silverware, furniture, and any other types of models, and to touch up the waxes of works by his son and other waxes by artists that M. Hébrard entrusts to him' [...] The contract took effect from 1st September 1906, for a duration of three years.

"From 1st September to 15 October 1907, Carlo Bugatti exhibited many of the pieces of silverware made by Hébrard at the Salon of Italian Divisionism Painters in the greenhouses of Alma. This exhibition was organized under the aegis of the Dante Alighieri Society, with the support of the Embassy of Italy. The salon brought together young and dynamic artists who were the leading lights of Italian contemporary art. Carlo Bugatti subsequently took part in an exhibition of silver objects held at the A.A. Hébrard gallery in Rue Royale, Paris, from 2 to 25 December 1907. He presented twenty-seven pieces out of the sixty on display, his participation accounting for nearly half of the exhibition."

Marie-Madeleine Massé, Carlo Bugatti at the Musée d'Orsay, illustrated summary catalogue of the archives and collections, Paris, 2001



## **38 ROBERT MALLET-STEVENS** 1886–1945

Unique desk, for Roger Gompel, Director of the Paris-France Society, 1929 Rosewood, nickel-plated metal, brass.  $30 \times 71 \times 40 \text{ 1/4}$  in.  $(76.3 \times 180.2 \times 102.4 \text{ cm.})$ 

### **Estimate** \$180,000-220,000

PROVENANCE Roger Gompel, Paris, France
LITERATURE Albert Levy, ed., Art et Decoration, Revue Mensuelle d'art Modern,
Paris, July-December 1930, illustrated p. 98; Robert Mallet-Stevens, Architecte,
Brussels, 1980, p. 310 for a similar example; Alastair Duncan, Art Deco: Encyclopédie
des arts décoratifs 20 et 30, Paris, 2010, p. 58





Lot 38 in situ, Paris-France Society



Paris-France Society, 137 Boulevard Voltaire, Paris

"In 1929 Roger Gompel commissioned Robert Mallet-Stevens to design the committee room and headquarters of his textile import-export company Paris-France, located at 137 Boulevard Voltaire. Along with Gompel's private residence on Boulevard Suchet, this new commission established the association between Mallet-Stevens the architect and the lighting engineer André Salomon, founder of the company Perfécla, who also happened to be Gompel's brother-in-law."

Delphine Jacob in *Robert Mallet-Stevens, L'Œuvre complète*, Paris, 2005, p. 148 (translated from the French)

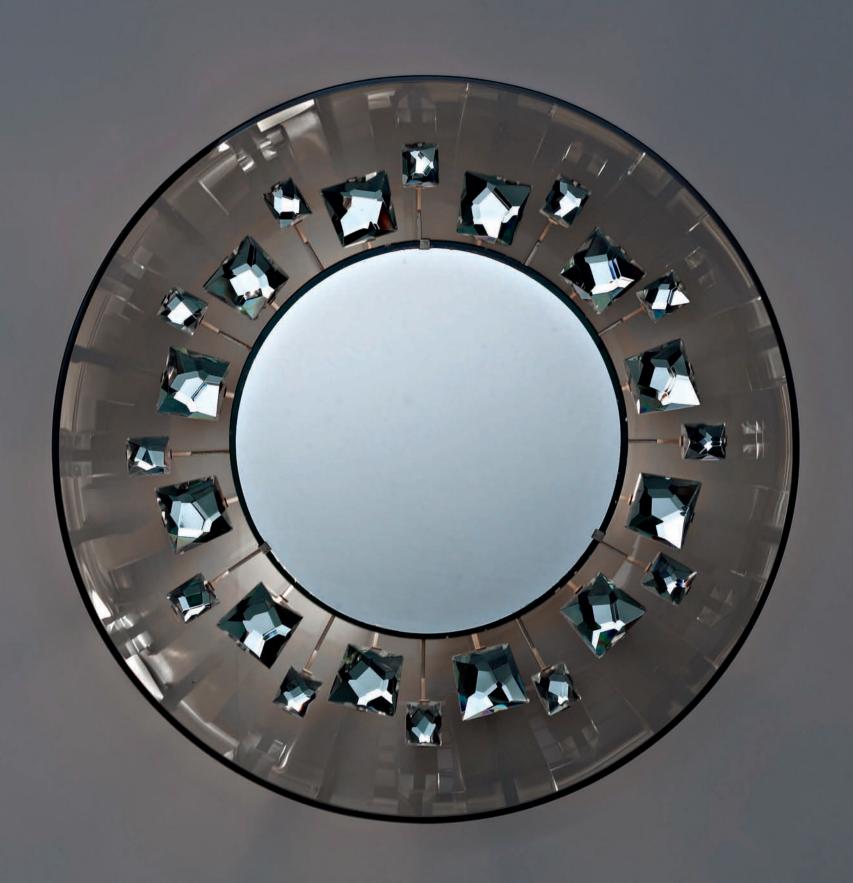


## **39 MAXINGRAND** 1908–1969

Illuminated mirror, model no. 2044, ca. 1961
Silvered cut glass, colored glass, mirrored glass, brass. Manufactured by
Fontana Arte, Italy.
29 1/8 in. (74 cm.) diameter

### Estimate \$28,000-35,000

PROVENANCE Private Collection, Milan, Italy
LITERATURE "Fontana Arte advertisement," *Domus*, September, 1961; Pierre
Emmanuel and Martin Vivier, *Max Ingrand, Du verre à la lumière*, Paris, 2009, p. 216



# PROPERTY FROM THE COLLECTION OF MURRAY MOSS AND FRANKLIN GETCHELL

# 40 PHILIPPE STARCK b. 1949

Very rare "Illusion Table," 1992
Color molded glass, iron, bronze. Produced by FIAM, Italy. One corner of table frame impressed with "STARCK," one corner impressed with "FIAM" and one corner impressed with "40." One of two known examples. 30 1/4 × 84 1/2 × 44 in. (76.8 × 214.6 × 111.8 cm.)

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

PROVENANCE Salone del Mobile, Milan, Italy **EXHIBITED** "Philippe Starck," Centre Pompidou, Paris, February 26–May 12, 2003 **LITERATURE** Simone Philippi, *Starck*, Cologne, 1996, p. 300





"Some prickly vases tell of the joy of growing, of quiet happiness." AXEL SALTO

### 41 **AXEL SALTO** 1889–1961

"Budding" vase, 1969–74
Glazed stoneware. Manufactured by Royal Copenhagen, Denmark. Underside stamped in blue ink with "20810," painted with three wave motif, stamped in green with manufacturer's mark, and incised with "12" and "SALTO." 9 1/2 in. (24 cm.) high

### **Estimate** \$14,000-18,000

LITERATURE Det brændende nu, Axel Salto, exh. cat., Kunstindustrimuseet, Copenhagen, 1989, pp. 43, cat. 258 for a similar example; Forces of Nature: Axel Salto: Ceramics & Drawings, exh. cat., Antik, New York, October 28—November 18, 1999, p. 9 for a similar example; Robert A. Ellison, Jr., "Nature in Mind: Axel Salto," American Ceramics, Vol. 13, No. 4, 2000, pp. 38–43 for similar examples





A "Saturne" wall light in situ at "Les Ombrages"

# PROPERTY FROM "LES OMBRAGES," NANCY, FRANCE

### 42 SERGE MOUILLE 1922–1988

Pair of "Saturne" wall lights, 1965 Painted aluminum, painted steel, brass. Manufactured by Atelier Serge Mouille, France (2). Each:  $8\,1/2\times13\times11\,3/4$  in. (22  $\times\,33\times30$  cm.)

# **Estimate** \$50,000-80,000

PROVENANCE Mr. and Mrs. Schwartz, "Les Ombrages," Nancy, France
LITERATURE Alan and Christine Counord, Serge Mouille, Luminaires, 1953–1962, Paris, 1983,
p. 33; Anthony Delorenzo, Christine Counord, and Alan, Jean Prouvé | Serge Mouille: Two Master
Metalworkers, exh. cat., New York, 1985, illustrated p. 133; Charlotte and Peter Fiell, eds., 1000
Lights, Vol. 1: 1879 to 1959, Cologne, 2005, p. 504 for a similar example; Pierre Émile Pralus, Serge
Mouille: A French Classic, Saint Cyr au Mont d'Or, 2006, pp. 182 and 188

"Les Ombrages," built in the 1960s by architects Jean Marconnet and André Wogenscky, was the private residence of Mr. and Mrs. Schwartz. The present lot was a special commission from Serge Mouille.







Lot 44 in situ at "Les Ombrages"

# PROPERTY FROM "LES OMBRAGES," NANCY, FRANCE

### 43 CHARLOTTE PERRIAND 1903–1999

Unique monumental "Bahut" sideboard, 1965 Cherry wood, painted bent sheet steel, plastic.  $32\ 1/4 \times 236\ 1/4 \times 18$  in. (82  $\times$  600  $\times$  46 cm.)

#### **Estimate** \$220,000-280,000

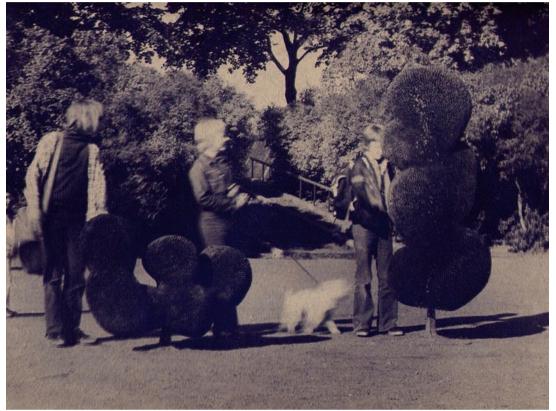
PROVENANCE Mr. and Mrs. Schwartz, "Les Ombrages," Nancy, France LITERATURE Jacques Barsac, *Charlotte Perriand: Un Art D'Habiter, 1903–1959*, Paris, 2005, pp. 440–41 for similar examples

"Les Ombrages," built in the 1960s by architects Jean Marconnet and André Wogenscky, was the private residence of Mr. and Mrs. Schwartz. The present unique lot was a special commission from Charlotte Perriand.









The present lot in situ, Oslo, Norway, 1970s

# **44 HARRY BERTOIA** 1915–1978

Important unique monumental "Bush" form, 1966–68 Welded patinated bronze and copper.  $75\times30\times25~\text{in.}~(190.5\times76.2\times63.5~\text{cm.})$ 

#### Estimate \$225,000-250,000

**PROVENANCE** Collection of the artist; Kaare Berntsen Gallery, Oslo, Norway; Private Collection, Norway

EXHIBITED "Harry Bertoia høvikodden," Kaare Berntsen Gallery, Oslo, June 16-August 14, 1977

LITERATURE Kaare Berntsen Jr., *Harry Bertoia høvikodden*, Oslo, 1977, illustrated p. 19; Nancy N. Schiffer and Val O. Bertoia, *The World of Bertoia*, Atglen, 2003, illustrated p. 117

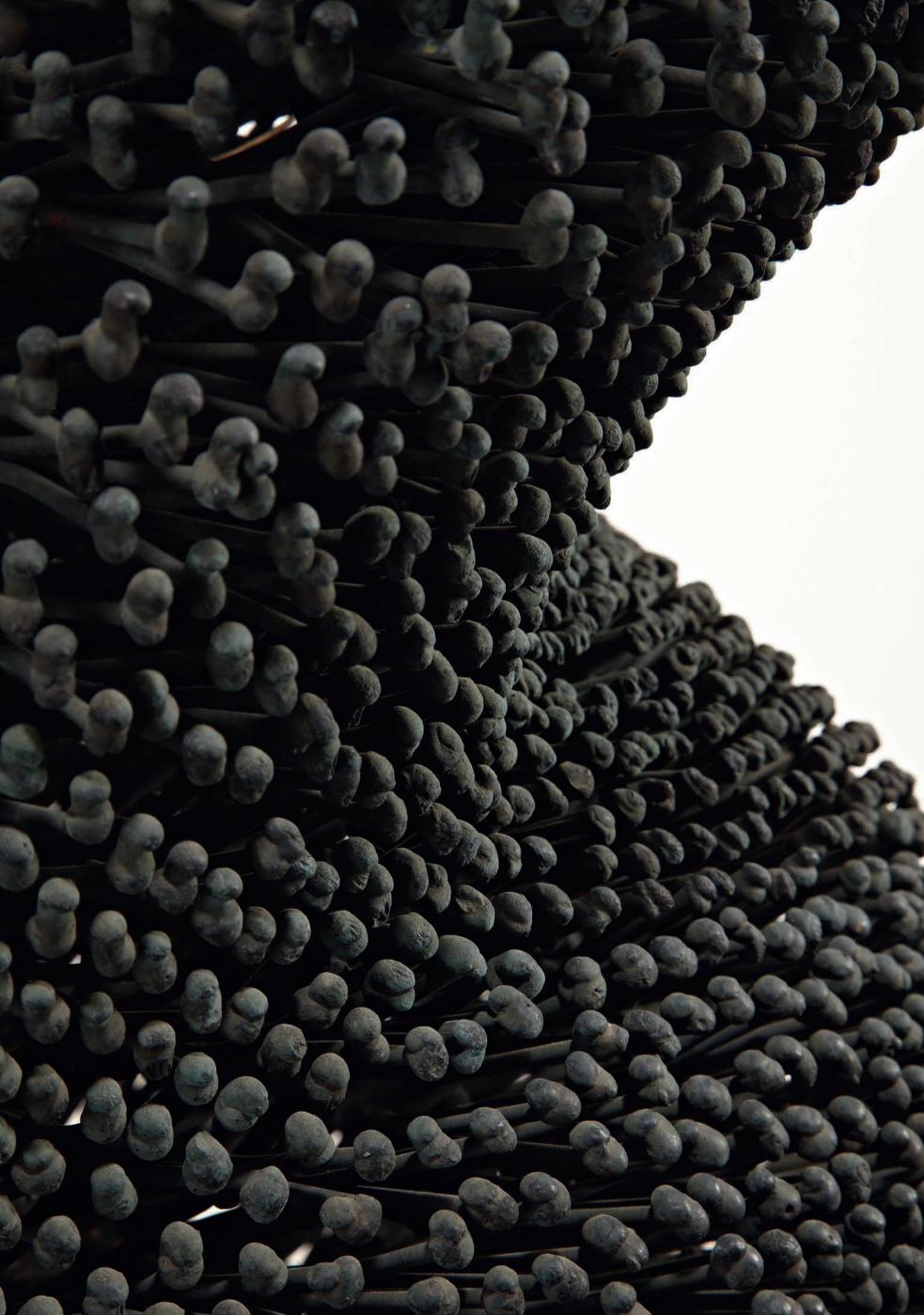
Standing over six feet high, the present sculpture is believed to be the tallest and most complex of Harry Bertoia's rare large "Bush" forms. According to Val Bertoia, the artist's son, the present work was executed by his father between 1966 and 1968 on the family's farm near Bally, Pennsylvania. The sculpture remained in Bertoia's own collection until the 1970s. It appeared in 1977 in an exhibition at the Kaare Berntsen Gallery in Oslo, Norway. Acquired then by a Norwegian collector, the "Bush" has remained outside until the present day (stray pine needles are caught in its branches). The present "Bush" comprises several thousand copper rods brazed on a bronze stem and finished with melted buds. Ed Flanagan, Bertoia's studio assistant, maintains that the artist himself devoted three to four months of solid work on the present sculpture.



"The virility of sculpture...lies in its possibility for growth." HARRY BERTOIA

"Take wire. Add poetry," stated a 1950s Knoll advertisement for Harry Bertoia's chairs, among that firm's most popular offerings. Designer, sculptor, graphic artist, jewelry maker, Bertoia fit the definition of a polymath. Born into a family of music lovers (his father worked in the theatre, his brother composed), Bertoia from an early age devoted himself to art: he drew accomplished portraits at eleven; at fifteen he enrolled in drafting classes in San Lorenzo, his birthplace in northern Italy. Years later, on an application to the renowned Cranbrook Academy, Bertoia wrote: "I can use any tool or machinery with dexterity." Although a painting major, he refused to confine himself to canvas. After the 1950s, Bertoja never returned to furniture production but concentrated instead on unique abstract constructions in steel, brass, bronze, copper, and nickel alloys. For the next quarter century he welded, cast and bundled a menagerie of forms including screens, panels, flowers, cones, spills, and bushes. Abstracted from their legs, the seats of his chairs now read as early sculptural experiments. Although fundamental to his output, they represent a stopover in his "long quest to seek and sometimes find a form, a structure, a sound or a way." That statement affirms Bertoia's earnest desire for grand truths. By the late 1950s, outward from the closed geometry of his chairs and dense panels, Bertoia opened his forms in air: bundled wires twisted out like fans or 'wept' as willows; thin lines of copper rods danced and rang: brazed copper and bronze branches flourished, as with the present sculpture. Bertoia stated in a 1958 interview, "The virility of sculpture...lies in its possibility for growth."

All citations: Nancy N. Schiffer and Val O. Bertoia, *The World of Bertoia*, Atglen, 2003





#### **45 HARVEY ELLIS** 1852–1904

Armchair, ca. 1903

Quarter-sawn white oak, pewter, copper, leather, cane. Produced by the Craftsman Workshops of Gustav Stickley, USA. Underside of one arm with red decal with "Als/ik/kan" and "Stickley" within the joiner's compass United Crafts mark. 435/8 in. (110.8 cm.) high

### Estimate \$55,000-65,000

PROVENANCE Private residence, Thousand Islands, New York; Geoffrey Diner Gallery, Washington, D.C.; Private Collection, New York

LITERATURE "Structure and Ornament in the Craftsman Workshops," *The Craftsman*, January, 1904, p. 391; David Cathers, *Genius in the Shadows, The Furniture Designs of Harvey Ellis*, exh. cat., Jordan-Volpe Gallery, New York, 1981, fig. 3 for the side chair version; David Cathers, *Stickley Style: Arts and Crafts Homes in the Craftsman Tradition*, New York, 1999, pp. 91–93 for the armchair and other examples of Ellis' inlaid furniture; Charlotte and Peter Fiell, *1900s-1910s Decorative Art*, Cologne, 2000, p. 25; *At Home with Gustav Stickley: Arts & Crafts from the Stephen Gray Collection*, exh. cat., Wadsworth Atheneum Museum of Art, Hanover, 2008, p. 90 for a similar example of inlay motif

The rebuttal of industrial production and machine-made design was well underway in the United Kingdom and Europe by the time Gustav Stickley opened his Craftsman Workshops in Eastwood, New York at the turn of the century. His meticulously crafted wood furniture and morally pervasive publication *The Craftsman*, which extolled the virtues of William Morris, John Ruskin and medieval guilds, quickly launched him as the face of the American Arts and Crafts movement. Between 1900 and 1904, a period that is referred to as his early work, Stickley produced a line of "New Furniture" which simultaneously espoused the anti-industrial tenets of his European counterparts while echoing the Modernist rejection of revivalism and unnecessarily decorative ornamentation. During this period, Stickley employed a select group of designers to create furniture out of "honest materials" and to develop the rectilinear woodworking constructions that would become iconic representations of the American Arts and Crafts movement.

Harvey Ellis, an architect from Rochester, New York, was hired by Stickley in 1903 and quickly established a signature aesthetic with his intricate metal and exotic wood inlaid furniture. While seemingly antithetical to the Arts and Crafts approach of paring down needless decoration, the inlaid designs of Ellis were a welcome inclusion to the new line of furniture, being described by Stickley as a technique to fill too large a plain surface, and as integral to his fascination with the play between "light and shade" on his otherwise spare designs. Too labor-intensive and expensive to produce on a larger scale with the rest of Stickley's handicrafts, these important inlaid works were additionally limited by Ellis's untimely death seven months later. Despite such a short tenure at the firm, Ellis is frequently cited as one of the foremost masters of the American Arts and Crafts movement. The floral-patterned pewter and copper inlay in the present lot is testament to the movement's importance in the history of American furniture design as well as to its craft revival.



# **46 GUSTAVE SERRURIER-BOVY** 1858–1910

"Mill" mantel clock, ca. 1907

Oak, brass, iridescent glass. Glass manufactured by Loetz, Austria. Movement manufactured by Junghans, Germany. Movement stamped with "UNGHANS/J" within an eight-point star and "A07."  $27\ 1/2\times15\times10\ 5/8\ in.\ (70\times38\times27\ cm.)$ 

# **ESTIMATE** \$30,000-40,000

SELECTED LITERATURE Decorative Arts 1900: Highlights from Private Collections in Detroit, exh. cat., The Detroit Institute of Arts, Detroit, 1994, p. 103 for a similar example; Paul Greenhalgh, Art Nouveau 1890–1914, exh. cat., Victoria and Albert Museum, London, 2008, p. 28 for a similar example; Françoise and Étienne Du Mesnil Du Buisson, Serrurier-Bovy: A Visionary Designer: 1858-1910, Dijon, 2008, illustrated p. 83



### 47 FERNANDO and HUMBERTO CAMPANA b. 1961, b. 1953

Unique and important "Casulo" cabinet, 1989

Iron, aluminum, jabuticabeira branch. Produced by Estudio Campana, Brazil. From the Orgânicos series. Together with a certificate of authenticity from Estudio Campana. 70 in. (177.8 cm.) high, 24 in. (61 cm.) diameter

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

PROVENANCE Eliana Santos Thomeu, São Paulo, Brazil

**EXHIBITED** "Orgânicos," Nucleon 8, São Paulo, Brazil, 1990; "Entre o Design e a Arte," Museu de Arte Moderna, São Paulo, Brazil, 2000; "Zest for Life – Fernando + Humberto Campana," Design Museum, London, June 19—September 19, 2004

LITERATURE Zest for Life: Humberto and Fernando Campana, exh. cat., London Design Museum, 2004, pl. 2 for a drawing; Mathias Schwartz-Clauss et al., Antibodies: Fernando & Humberto Campana 1989–2009, exh. cat., Vitra Design Museum, Weil am Rhein, 2009, illustrated p. 24; Darren Alfred, Deyan Sudjic et al., Campana Brothers: Complete Works (So Far), New York, 2010, illustrated pp. 79 and 245

"In 1989, directly following the Desconfortáveis series, the Campana's *Casulo* (Cocoon or Seed Pod) cabinet launched their Organicos line, which continued through 1990. This series was characterized by pieces of metal intersected with fragments of wood that the brothers had found in nature. *Casulo* itself was inspired by a work of graffiti depicting a ball surrounded by a whir of lines: the body of the cabinet is constructed from an irregular coarse steel mesh – a feature that has reappeared in a large number of the brothers' subsequent designs – while a forked branch, tacked onto the outer skin, serves as a handle for opening it."

Mathias Schwartz-Clauss et al., *Antibodies: Fernando & Humberto Campana* 1989–2009, Weil am Rhein, 2009, p. 24



Footed bowl, ca. 1982
Porcelain, manganese glaze with concentric circles of sgraffito and inlaid design repeated inside and out. Impressed with artist's seal.
3 3/8 in. (8.5 cm.) high, 8 3/4 in. (22.3 cm.) diameter

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

PROVENANCE Westminster Gallery, Boston, Massachusetts



#### 49 VLADIMIR KAGAN b. 1927

"Floating Seat and Back" sofa, ca. 1952 Wool, walnut. Manufactured by Kagan-Dreyfuss, USA. 27 1/2  $\times$  97  $\times$  33 in. (69.9  $\times$  246.4  $\times$  83.8 cm.)

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

PROVENANCE Private Collection, Long Island, New York LITERATURE Vladimir Kagan, *The Complete Kagan: Vladimir Kagan, a Lifetime of Avant-garde Design*, New York, 2004, pp. 114–16; Todd Merrill and Julie V. Iovine, *Modern Americana: Studio Furniture from High Craft to High Glam*, New York, 2008, p. 123





# 50 GEORGE NAKASHIMA 1905–1990

Exceptional free-edge "Minguren I" coffee table, 1981 Buckeye burl walnut, American black walnut. Underside signed in black marker with the original client's name.  $14\ 1/2\times50\times39\ 3/4\ in.\ (36.8\times127\times101\ cm.)$ 

# **Estimate** \$90,000-110,000

PROVENANCE Sollo: Rago Modern Auctions, Lambertville, April 2006, Lot 27

LITERATURE Derek E. Ostergard, *George Nakashima, Full Circle*, exh. cat.,

American Craft Museum, New York, 1989, p. 132, fig. 12 for a similar example; Mira

Nakashima, *Nature, Form & Spirit: The Life and Legacy of George Nakashima*, New York,
2003, p. 200 for a similar example and p. 202 for a drawing



### **51 DIRK VAN ERP** 1860–1933

Table lamp, ca. 191

Hand-hammered copper, mica. Produced by Dirk Van Erp Studio, USA. Underside impressed with ghosted mark "D'ARCY GAW/DIRK VAN ERP" within a closed box below the windmill logo.

18 in. (45.7 cm.) high, 20 1/2 in. (52.1 cm.) diameter

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

PROVENANCE Private collection, San Francisco

LITERATURE Dorothy Lamoureux, *The Arts and Crafts Studio of Dirk Van Erp*, exh. cat., San Franciso Craft & Folk Art Museum, San Franciso, 1989, p. 22 for a similar example; *At Home with Gustav Stickley: Arts & Crafts from the Stephen Gray Collection*, exh. cat., Wadsworth Atheneum Museum of Art, Hanover, 2008, p. 81 for a similar example

Born in The Netherlands to a metalsmith father, Dirk Van Erp emigrated to California in 1886 and began training as a coppersmith at the Union Iron Works of San Francisco. By 1910, Van Erp had entered into a collaborative design partnership with Elizabeth Eleanor D'Arcy Gaw, a Canadian-born craftsworker with extensive training from the C.R. Ashbee Handcrafters Guild in Camden, United Kingdom, and The School of the Art Institute of Chicago. Gaw's tenure at the Van Erp Studio lasted a short eleven months, during which time the design of the now iconic copper and mica lamp emerged. These rare works produced by both designers exhibit a mastery of proportion, coppersmithing skills and command of the hand-crafted Arts and Crafts aesthetic.



# "Taste and Feeling: the former is a part, the latter is the whole" SHOJI HAMADA

# **52 SHOJI HAMADA** 1894–1978

Large and important early jar, from the Mashiko kiln, 1930 Stoneware, thick brushed "Hakeme" and glaze design. Remnants of old exhibition and inventory stickers with indecipherable script. 12 in. (30.5 cm.) high

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

a jar with similar design

PROVENANCE Bernard Leach, St. Ives, UK; Janet Leach, St. Ives, UK; thence by descent EXHIBITED First solo exhibition, Mitsukoshi Department Store, Osaka, 1930; Fifth annual solo exhibition, Kyukyodo Department Store, Tokyo, 1930

LITERATURE Hamada Shoji: Pottery Collection, Tokyo, 1930, illustrated pl. 50; Catalogue of the Ohara Museum of Art Collection 1920–1990, Tokyo, 1990, p. 275 item IV-D12 for an illustration of

"A work with a plain surface is a beautiful thing, but intentional, deliberate plainness becomes a type of pattern. It lacks both the beauty and depth of the truly adorned. By contrast, there are many articles where pattern is used in such a way as to create an effect of no pattern. The pattern that is time-tested and matured harmonizes and does not fight with the piece it adorns. In spirit, this well-decorated piece is identical to the one with truly no pattern—this is the real meaning of plainness."



"There	is no	differe	ence be	etween	a piece	of fu	rniture	and a	house"	JEAN PROUVÉ





### **53 JEAN PROUVÉ** 1901–1984

Rare swiveling office chair, model no. 353, ca. 1951

Painted bent sheet steel, painted tubular steel, leather, oak. Manufactured by
Les Ateliers Jean Prouvé, France.
28 3/4 in. (73 cm.) high

# **Estimate** \$60,000-90,000

PROVENANCE Private Collection, Paris, France
LITERATURE Peter Sulzer, Jean Prouvé: Œuvre Complète, Volume 3: 1944–1954,
Basel, 2005, p. 215, fig. 1209.6,1; Galerie Patrick Seguin, Jean Prouvé, Volume 2, Paris,
2007, pp. 299 and 307



Cycladic Pot, 1972

T-material, porcelain slip and engobes. Impressed with artist's seal. 6 1/8 in. (15.5 cm.) high

**Estimate** \$14,000-18,000

PROVENANCE Private Collection, Germany

LITERATURE Cyril Frankel, Modern Pots – Hans Coper, Lucie Rie and their

Contemporaries, London, 2000, pp. 50, 52 and 53 for similar examples



# 56 CHARLOTTE PERRIAND and JEAN PROUVÉ 1903–1999, 1901–1984

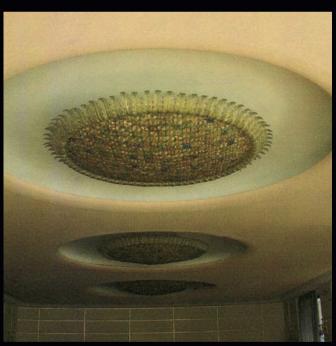
Free-form coffee table, ca. 1956

Ash, painted steel. Manufactured by Les Ateliers Jean Prouvé, and editioned by Galerie Steph Simon, France. 14 1/4 × 48 1/2 × 29 1/2 in. (36 × 123 × 75 cm.)

# Estimate \$45,000-55,000

PROVENANCE Galerie Jousse Seguin, Paris, France
LITERATURE Jacques Barsac, Charlotte Perriand: Un Art d'Habiter, Paris, 2005, p. 434 for a similar example and pp. 394 and 429 for specifications sheets; Galerie Patrick Seguin and Sonnabend Gallery, *Jean Prouvé*, Paris, 2007, p. 406





# **57 FLAVIO POLI** 1900–1984

Clear and colored glass, metal. Manufactured by Seguso Vetri d'Arte, Italy.

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

PROVENANCE Hotel Bristol, Merano, Italy
LITERATURE Melton Davis, "An Italian Tyrolian Resort Revives," *The New York Times*,
November 14, 1954, p. 32 for further discussion of Hotel Bristol

important commission, only two of which remain in existence. This chandelier is under consideration for inclusion in the forthcoming monograph on Seguso Vetri d'Arte being prepared by Marc Heiremans.





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# **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.

### IMPORTANT NOTICE FOR PROSPECTIVE BUYERS OF VINTAGE VEHICLES

Please note that Lot 20 is being sold solely as a collector's item. The buyer assumes any and all risks of use of the lot as a transportation vehicle, and neither Phillips de Pury & Company nor the seller assumes any responsibility or liability whatsoever for the use or misuse of the lot. Ours and the seller's liability in respect of the quality of the lot or its fitness for a particular purpose is expressly disclaimed to the maximum extent permitted by law.

#### **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.
- (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

For the account of Phillips de Pury & Company L Account no.: 58347736

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

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

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

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

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

### PHILLIPS de PURY & COMPANY

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Simon de Pury

Chief Executive Officer

Bernd Runge

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MODERN AND CONTEMPORARY EDITIONS

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Mark Hudson, Senior Designer Andrew Lindesay, Sub-Editor Tom Radcliffe, UK Production Manager MARKETING

NEW YORK

Trish Walsh, Marketing Manager

LONDON

Giulia Costantini, Head of PR & Communications

### SALE INFORMATION

#### AUCTION

Wednesday 15 December 2010, 6pm

#### VIEWING

Wednesday 8 December, 10am – 6pm Thursday 9 December, 10am – 6pm Friday 10 December, 10am – 6pm Saturday 11 December, 10am – 6pm Sunday 12 December, 12pm – 6pm Monday 13 December, 10am – 6pm Tuesday 14 December, 10am – 6pm

#### **VIEWING & AUCTION LOCATION**

450 Park Avenue New York NY 10022

### SALE DESIGNATION

In sending in written bids or making enquiries please refer to this sale as NY050310 or Design Masters.

#### WORLDWIDE DIRECTOR

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# NEW YORK DIRECTOR

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### SPECIALISTS

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Domenico Raimondo London +44 20 7318 4026
Ellen Stelter London +44 20 7318 4021
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### **PHOTOGRAPHY**

Clint Blowers, Hayley Giles, Byron Slater, Kent Pell

# SELECTED ESSAYS

Alex Heminway, Meaghan Roddy

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