





# DESIGN MASTERS

11 DECEMBER 2012 4PM NEW YORK

# LOTS 1-50

Wednesday 5 December, 10am-6pm Thursday 6 December, 10am-6pm Friday 7 December, 10am-6pm Saturday 8 December, 10am-6pm Sunday 9 December, 12pm-6pm Monday 10 December, 10am-6pm Tuesday 11 December, 10am-4pm

Front and back covers Tiffany Studios, 'Wisteria' table lamp, circa 1905, lot 26 (details)
Inside front cover Gio Ponti and Paolo De Poli, Important console, circa 1942, lot 17 (detail)
Previous pages Jun Kaneko, 'Broadway', 1996, lot 38 (detail)
Hiroshi Suzuki, 'Miyabi-Fire V' vase, 2006, lot 48 (detail)
Inside back cover Maurice Marinot, Perfume bottle and stopper, circa 1922, lot 30 (detail)
Back pages Albert Cheuret, 'Heron' wall light, circa 1925, lot 28 (detail)
Carlo Scarpa, 'Corroso' vase, model no. 4105, circa 1936, lot 13 (detail)
Opposite Jean Prouvé, Rare demountable chair, model no. CB22, 1947, lot 49

# 1 LINE VAUTRIN 1913–1997

*'Baguettes' mirror*, circa 1960 Convex mirrored glass, *talosel* resin, colored glass. 14 3/4 in (37.5 cm) diameter

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

#### LITERATURE

Patrick Mauriès, *Line Vautrin: Miroirs*, exh. cat., Galerie Chastel Maréchal, Paris, 2004, p. 80 for a similar example

"Line Vautrin was ... a true sculptor, transcending the classical opposition of supposedly major and decorative arts."

PATRICK MAURIÈS



"I call [Chiesa's] furniture essenziali. It's a complete distillation of elements, a clean line of extreme purity of design..."

GIO PONTI



# **2 PIETRO CHIESA** 1892–1948

Chest of drawers, circa 1949 Colored mirrored glass, brass, oak, walnut, painted wood. 31  $5/8 \times 47 1/2 \times 13 3/8$  in  $(80.4 \times 120.6 \times 34 \text{ cm})$  Manufactured by Fontana Arte, Italy.

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

# PROVENANCE

Private collection, Milan

# LITERATURE

Domus (Milan), vol. 3, no. 234, 1949, p. 38, fig. 23 for a similar example

Laura Falconi, Fontana Arte: Una Storia Trasparente, Milan, 1998, p. 208, fig. 75 for a similar example



### **3 JEAN ROYÈRE** 1902–1981

'Ruban' coffee table, circa 1948 Painted wrought iron, gilded iron, travertine.  $13.3/8 \times 50.1/4 \times 20$  in  $(34 \times 127.6 \times 50.8$  cm)

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

### LITERATURE

Jean Royère, exh. cat., Galerie Jacques Lacoste, Paris, 1999, p. 114 for a drawing Jean Royère: décorateur à Paris, exh. cat. Musée des Arts décoratifs, Paris, 1999, p. 17 for a drawing, p. 62

Catherine and Stéphane de Beyrie and Jacques Ouaiss, *Jean Royère*, New York, 2000, p. 39 Charlotte and Peter Fiell, eds., *Decorative Art 50s*, Cologne, 2000, p. 97, fig. 82 Pierre-Emmanuel Martin-Vivier, *Jean Royère*, Paris, 2002, p. 147, p. 225 for a drawing



Jean Royère, work on paper of the present model



### 4 PIERO FORNASETTI 1913–1988

Rare 'Gran Coromandel' illuminated trumeau, 1956–1965 Lithographic transfer-printed wood and metal, painted metal, painted wood, brass, glass.  $85\,3/8\times31\,3/8\times25\,1/8$  in (216.9  $\times$  79.7  $\times$  63.9 cm) with writing surface fully extended Interior of top drawer with plastic roundel impressed with artist's logo and 'FORNASETTI/MILANO'. From the production of five. Together with a certificate of authenticity from Barnaba Fornasetti.

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

### PROVENANCE

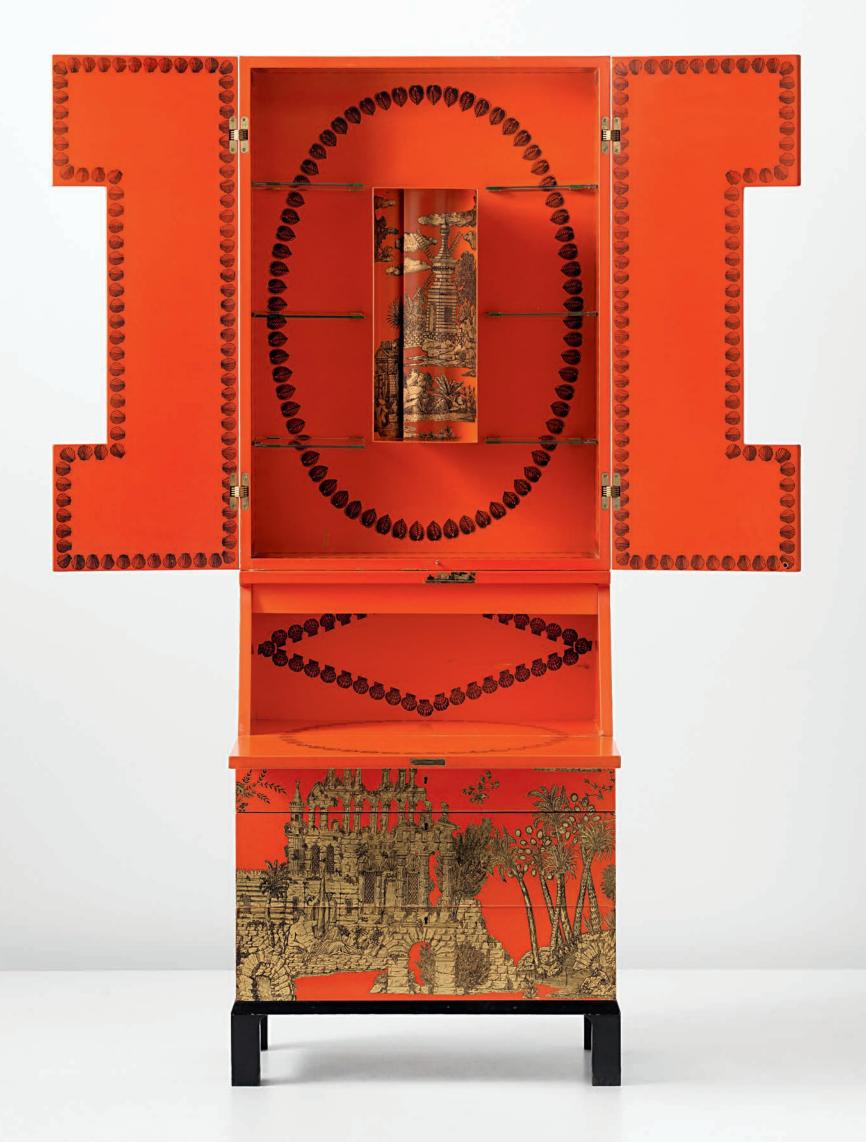
Private collection, Italy

### LITERATURE

Mariuccia Casadio and Barnaba Fornasetti, Fornasetti: L'artista Alchimista: La Bottega Fantastica, Milan, 2009, p. 362, figs. 27–28

"I believe that one day, when he was young, Fornasetti must have had a truly startling vision ... suddenly he must have seen the whole world explode into the air, the whole world and all of history and all the accumulation of its figures, memories and all the stones, the bodies, the trees, the houses and the monuments." ETTORE SOTTSASS JR.







### 5 ANDRÉ ARBUS and VADIM ANDROUSOV 1903–1969, 1895–1975

Rare console, circa 1948
Blond mahogany-veneered wood, bronze.  $28\,3/4\times59\,7/8\times23$  in  $(73\times152.1\times58.4$  cm)
Each bronze medallion signed with 'Androusov'.

Estimate \$120,000-160,000

#### LITERATURI

Yvonne Brunhammer, *André Arbus, Architecte-Décorateur des Années 40*, Paris, 2003, p. 76 for a similar example Private collection, Paris

"The science of measure is nothing without the sense of measure. It is the geometry of the heart, this sensitive calculation, which has nurtured classicism in French furniture." ANDRÉ ARBUS







### **6 GIO PONTI** 1891–1979

Large 'Grottesco' lidded vase, circa 1928
Gilt and glazed porcelain.
20 in (50.8 cm) high, 6 5/8 in (16.8 cm) diameter
Manufactured by Richard-Ginori, Italy. Underside with three decals 'RICHARD-GINORI/PITTORIA/DI DOCCIA', 'RICHARD/GINORI/23=6' and 'GROTTESCO'.

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

### LITERATURE

Loris Manna, *Gio Ponti: Le Maioliche*, Milan, 2000, p. 31, fig. 19, p. 41, fig. 31 for period images of similar examples

Laura Falconi, *Gio Ponti: Interiors, Objects, Drawings, 1920–1976*, Milan, 2004, p. 47 for a similar example

Gio Ponti, *oggetti di design 1925–1970*, exh. cat., Galleria Babuino Novecento, Rome, 2007, pp. 14–15 for similar examples

Ugo La Pietra, ed., *Gio Ponti: L'arte si innamora dell'industria*, New York, 2009, p. 28, fig. 61, p. 29 fig. 64 A

Germano Celant, ed., *Espressioni di Gio Ponti*, exh. cat., Triennale, Milan, 2011, p. 37, fig. 53, p. 21, fig. 12 for similar examples



# 7 BARBRO NILSSON 1899–1983

'Rödarp, lättare' (Red, lighter) rug, designed 1962 Handwoven wool on a flax/linen warp. 73 1/4 × 102 3/8 in (186 × 260 cm) Produced by Märta Måås-Fjetterström AB, Båstad, Sweden. Woven manufacturer's mark with 'AB MMF' and artist's initials 'BN'.

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

In 1942, Barbro Nilsson was appointed artistic director of Märta Måås-Fjetterström's workshop. She was selected by a committee that came together after Märta Måås-Fjetterström's death to ensure the continuation of the studio. The committee included King Gustav V, architect and furniture designer Carl Malmsten, and the director of the National Art Museum in Stockholm. Måås-Fjetterström, a central figure in early 20th-century textile design, was renowned for her dynamic compositions and lively lines, skills shared by her protégé. A master of color and expressive motifs, Nilsson wove all her own work including textiles as well as flat weave and pile rugs. In addition to her commercial career, Nilsson taught at Konstfack, University College of Arts, Crafts and Design in Stockholm. A resident of Lerberget, a seaside village on the Kattegatt, Nilsson was inspired by the rhythm of waves, by seashells and seaweed.



# 8 ALEXANDRE NOLL 1890–1970

Early footed vase, 1921 Carved and painted wood. 6 3/4 in (17.1 cm) high, 6 1/2 in (16.5 cm) diameter Underside incised with 'a ma femme/ANoII/1921'.

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

# PROVENANCE

Private Midwest collection, 1989 Acquired from the above, 1989

#### LITERATURE

Olivier Jean-Elie and Pierre Passebon, Alexandre Noll, Paris, 1999, p. 12 for a similar example

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

**ALEXANDRE NOLL** 







### 9 SERGE MOUILLE 1922–1988

'Vrillée' table, circa 1962 Cut sheet steel, chrome-plated metal, glass. 17 1/8  $\times$  51 3/4  $\times$  29 in (43.5  $\times$  131.4  $\times$  73.7 cm) Manufactured by Atelier Serge Mouille, France. From the production of approximately 30.

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

# PROVENANCE

Private collection, New York

### LITERATURE

Anthony DeLorenzo, Alan and Christine Counord, *Jean Prouvé/Serge Mouille: Two Master Metalworkers*, New York, 1985, pp. 148–49
Pierre Émile Pralus, *Serge Mouille, a French Classic*, Saint Cyr au Mont d'Or, 2006, pp. 228–29, 234–35

Serge Mouille first presented his *vrillée* (spiral) table at the 1962 Salon des arts ménagers, an annual Paris exhibition which showcased innovations in domestic living. As stated by Pierre Émile Pralus, approximately 30 *vrillée* tables were made by Mouille's atelier. Cut from flat sheet steel, the table base was gripped in a vice and turned with a lever by four men. The lines described by the twelve radiating arms approximate those of logarithmic spirals: the distance of the arms from the central hub increase in geometric progression. A form often found in nature—nautilus shells, galaxies, broccoli—the growth spiral, as it's also known, was apt inspiration for a designer whose iconic black-painted floor lamps of the previous decade seemed to spring from the earth.



"Mason's work wrung every last drop of 'craft' out of clay."

PETER PLAGENS



## PROPERTY FROM THE COLLECTION OF SARA AND DAVID LIEBERMAN

## **10 JOHN MASON** b. 1927

'Ember Figure' from the 'Figure' series, 1998 Stoneware, glaze. 44  $1/4 \times 23 \times 23$  in (112.4  $\times$  58.4  $\times$  58.4 cm) Incised with 'Mason 8-10-98 ©'.

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

## PROVENANCE

Frank Lloyd Gallery, Santa Monica, April 11, 2000

## EXHIBITED

'John Mason – Sculpture', Frank Lloyd Gallery, Santa Monica, November 18–December 30, 2000

#### LITERATURE

John Mason – Sculpture, exh. cat., Frank Lloyd Gallery, Santa Monica, 2000, illustrated p. 9 Suzanne Muchnic, 'John Mason', American Craft (Minneapolis), April/May 2001, pp. 79–80 for further reading on the Figure series

"The Spear Forms and Figures are powerfully elusive. Like the unfolding Torques, they bring to mind large-scale origami, except that they are asymmetrical and unpredictable. Rising to adult heights, they assume an almost human presence. Some of the tallest bear a slight resemblance to the fractured figure in *Nude Descending a Staircase*, Marcel Duchamp's famous 1912 painting. These works are also related to Italian Futurist painting and sculpture, which infused Cubist form with the appearance of movement. As these historical connections suggest, Mason's work is grounded in Modernist abstraction rather than ceramic traditions, but he has forged his own path as a sculptor in clay."

Suzanne Muchnic, American Craft, December 2000



John Mason in his studio



#### PROPERTY FROM A PRIVATE AMERICAN COLLECTION

## 11 **SCOTT BURTON** 1939–1989

Prototype 'Table for Four' from the 'Steel Furniture' series, circa 1978 Oxidized and lacquered hot-rolled steel.  $29\ 1/8\times55\ 3/8\times33\ 1/4\ in\ (74\times140.6\times84.5\ cm)$  Prototype for a subsequent edition of 6.

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

## PROVENANCE

Gift from the artist

Private collection, Palm Springs, California

Phillips de Pury & Company, New York, 'Design/Design Art', December 14, 2006, lot 252

#### LITERATURE

Richard Marshall, *Developments in Recent Sculpture*, exh. cat., Whitney Museum of American Art, New York, 1981, p. 35 for the smaller model *Scott Burton Chairs*, exh. cat., Fort Worth Art Museum, 1983, pp. 15, 44–45

Denise Domergue, *Artists Design Furniture*, New York, 1984, p. 57

Brenda Richardson, *Scott Burton*, exh. cat., The Baltimore Museum of Art, 1987, p. 8

Jill Svetska, *Scott Burton: Skulpturen|Sculptures 1980–89*, exh. cat., Kunstverein für die Rheinlande und Westfalen, Düsseldorf, 1989, pp. 63, 82–83

Scott Burton's 'Steel Furniture' series explores the idea of a single piece of material as autonomous structure. This idea began in the furniture designs of the 1920s and 1930s with pieces such as Gerrit Rietveld's 'Birza' chair. Burton contextualizes this idea and makes it applicable to modern times by using modern industrial materials and processes. His 'Steel Furniture' designs are the expression of pure form and structure, utilizing elegant and relaxed lines juxtaposed with hard steel material to make simple yet visually arresting forms.



A complete set of oxidized and lacquered 'Steel Furniture' at Daniel Weinberg Gallery, San Francisco, 1980. The set included six chairs, four stools, four benches, and two dining tables: 'Table for Two' and the longer 'Table for Four' (pictured at left).



"Marc du Plantier's works have the purity, the sobriety, and the logical proportions. The straight lines dominate, but this geometry does not exclude the sensitivity, this rigor does not exclude elegance, this austerity does not exclude a richness, this richness which is not presented in abundance, but in a way that displays the French quality." ARTETINDUSTRIE



## PROPERTY FROM A PROMINENT NEW YORK COLLECTION

## **12 MARC DU PLANTIER** 1901–1975

Unique floor lamp, circa 1950 Patinated iron, malachite quartz, rose quartz, quartz, paper shade. 75 in (190.5 cm) high

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

## PROVENANCE

Private collection, Paris

## LITERATURE

Bruno Foucart, *Jean-Louis Gaillemin, Les décorateurs des années 40*, Paris, 1998, p. 188 for similar examples

Marc du Plantier, exh. cat., Galerie Willy Huybrechts, Paris, 2005, p. 16 for a similar example Yves Badetz, Marc du Plantier, Paris, 2010, pp. 289, 292 for similar examples



# "A master is he who expresses the new which can be understood by others." CARLO SCARPA

#### PROPERTY OF A NEW YORK GENTLEMAN

## **13 CARLO SCARPA** 1906–1978

'Corroso' vase, model no. 4105, circa 1936

Handblown ruby and amber *corroso* glass with applied decoration and iridized surface

6 7/8 in (17.5 cm) high

Manufactured by Venini, Italy. Underside acid-etched with 'venini/italia'.

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

#### LITERATURE

Marc Heiremans, *Art Glass from Murano 1910–1970*, Stuttgart, 1993, p. 250, fig. 203
Franco Deboni, *Murano '900*, Milan, 1996, p. 275, fig. 191
Anna Venini Diaz de Santillana, *Venini Catalogue Raisonné 1921–1986*, Milan, 2000, p. 138
Marina Barovier, et al., *Carlo Scarpa: I vetri di Murano 1927–1947*, Padua, 2001, pp. 70–71
Franco Deboni, *Venini Glass, catalogue 1921–2007, Volume 2*, Milan, 2007, pl. 78
Marino Barovier, ed., *Carlo Scarpa: Venini, 1932–1947*, exh. cat., Fondazione Giorgio Cini, Venice, 2012, pp. 21, 212

The present form, distinguished by its asymmetric applied decorations at the base and side, appears as model number 4105 on plate 40 of Venini's *Catalogo Blu*. Carlo Scarpa, then artistic director of the company, first presented his thick-walled *corrosi* vases in 1936 at the XX Venice Biennale and the VI Milan Triennale. The rough surfaces of these works were produced by applying sawdust soaked in hydrofluoric acid.



Carlo Scarpa, furnace drawing of the present model no. 4105, circa 1936







# "Inventive manipulation of space" ROGER BILLCLIFFE

#### PROPERTY OF AN IMPORTANT EUROPEAN COLLECTOR

#### 14 CHARLES RENNIE MACKINTOSH 1886–1928

Side chair, designed for the drawing room, Hous'Hill, Catherine Cranston's residence, Nitshill, Glasgow, 1904

Stained sycamore, lavender glass medallion, fabric.

 $30 \times 17 \times 21 \text{ 1/4 in } (76.2 \times 43.3 \times 54.1 \text{ cm})$ 

Frame produced by Alex Martin and glass by McCulloch and Company, Scotland. From the production of four side chairs and one high-backed chair. The inside of frame and underside of seat both impressed with 'X'.

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

## PROVENANCE

Catherine Cranston, Hous'Hill, Nitshill, Glasgow Edward Arthur Gamble, Glasgow

Sold amongst the contents of Hous'Hill, Nitshill, Glasgow, May 13, 1933

Hugh Walker, Glasgow

The Fine Art Society, London, before 1982

## LITERATURE

Studio Year Book, 1907, p. 58

Robert Macleod, Charles Rennie Mackintosh, Feltham, 1968, pl. 88

Nikolaus Pevsner, 'Charles Rennie Mackintosh', *Studies in Art, Architecture and Design*, vol. 2, 1968, pls. 34–35

McLaren Young, *Catalogue of the Edinburgh Festival Mackintosh Exhibition*, 1968, pl. 26 Thomas Howarth, *Charles Rennie Mackintosh and the Modern Movement*, London, 1977, pls. 46–47c

Roger Billcliffe, Charles Rennie Mackintosh, The Complete Furniture, Furniture Drawings and Interior Designs, New York, 1979, p. 170, no. 1904.62

Roger Billcliffe, Mackintosh Furniture, Moffat, 1984, p. 145

Charlotte Gere and Michael Whiteway, *Nineteenth-Century Design, From Pugin to Mackintosh*, London, 1993, p. 279 pl. 351

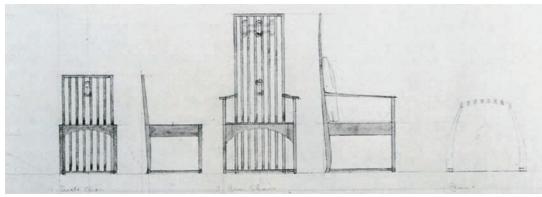
Wendy Kaplan, et al., *Charles Rennie Mackintosh*, exh. cat., Glasgow Museums, 1996, p. 248, fig. 173

Victor Arwas, *Art Nouveau. From Mackintosh to Liberty, the Birth of a Style*, London, 2000, p. 35 for a similar example

The present lot was designed by Charles Rennie Mackintosh in 1904 for the drawing room of Hous'Hill, the residence of Catherine Cranston, for whom he also designed the Willow Tea Rooms in Glasgow the previous year.

Within the drawing room sat a curvilinear screen which united the space's component areas rather than separated them. Here, Mackintosh demonstrated his ingenuity as both designer and artist by sculpting furnishings expressly for the existing proportions of the rooms, so that they were both usable and beautiful objects: "One must evaluate Mackintosh's furniture both as sculpture and as functional items for everyday use" (Roger Billcliffe, *Mackintosh Furniture*, Moffat, 1984, p. 144).

The resulting harmonious balance echoes Schopenhauer's praise of music when he wrote: "the effect of music is so very much more powerful and penetrating than is that of the other arts" (*The World as Will and Representation*, vol. I, ch. II, 1918). Centered in the screen is the same semibreve that is reproduced in the center of the chair backs, and the linearity of the screen is further paralleled in the stretchers, a compositional concept that suggests that "One should also acknowledge that his approach to spatial composition in these later works is primarily sculptural" (Billcliffe, 1984, ibid.).



Charles Rennie Mackintosh's chair designs for the drawing room, Hous'Hill, 1904











above and left Miss Cranston's drawing room, Hous'Hill below Miss Cranston's Music room, Hous'Hill



The development of Mackintosh's interior and furniture design at Hous'Hill marks a progression away from the organic towards the rigidity and severity of geometric forms. "The drawing room points to a more considered and inventive manipulation of space. Mackintosh had always treated spaces in such a way as to express the function of a room" (Billcliffe, 1984, ibid.).

Hous'Hill was occupied by Miss Cranston until about 1920. What remained of her furniture was sold at auction in Glasgow in 1933. The house no longer stands having sustained significant damage after fire. It was purchased by Glasgow Corporation only to be demolished. As all the fittings had been destroyed, all that remained to be sold at the 1933 auction was the furniture.

Executed by Alex Martin, the present lot was part of a set comprising four low-back side chairs and one high-back armchair. The example being offered here is one of the three of this set that has been traced. The highback armchair is now in the Sydney and Frances Lewis Collection, at the Museum of Richmond, Virginia, and a low-back chair is in the Hunterian Museum, Glasgow. Both of these were sold by Sotheby's in London in 1975 and 1995 respectively, while the remaining known low-back chair belongs to a private collection.

Examples of the Hous' Hill chair, have been exhibited in the following locations: The Fine Art Society, London, Spring 1996; 'Charles Rennie Mackintosh', Glasgow Museums traveling exhibition, May 25, 1996-October 12, 1997; 'Mackintosh and the Glasgow Style', Mie Prefectural Art Museum, Tsu-shi, Japan, December 12, 2000-February 18, 2001.



## **15 ALVAR AALTO** 1898–1976

'Beehive' ceiling light, model no. A 331, circa 1953–1954

Painted aluminum, perforated brass.

11 3/4 × 12 7/8 in (30 × 33 cm) variable drop

Manufactured by Valaistustyö Ky, Finland. Interior light fixture impressed with
'VALAISTUSTYÖ A331'.

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

## LITERATURE

Aarno Ruusuvuori, ed., *Alvar Aalto 1898–1978*, Helsinki, 1978, p. 162, fig. 234
Pirkko Tuukkanen, ed., *Alvar Aalto Designer*, Vammala, 2002, p. 104
Charlotte and Peter Fiell, eds., *1000 Lights, Vol. 1: 1879 to 1959*, Cologne, 2005, p. 495
Thomas Kellein, *Alvar & Aino Aalto: Collection Bischofberger*, Zurich, 2005, p. 180



## **16 TADAO ANDO** b. 1941

Set of three vases, 2011 Opaque colored battuto glass. Each: 22 1/4 in (56.5 cm) high

Manufactured by Venini, Italy. Each is the first artist's proof from their respective editions of 30. Each with manufacturer's label '90/1921/2011/VENINI' and acidetched with '90/VENINI/2011/Ando', 'venini 2011 -8 / 9 p. d. A.'. Together with a certificate of authenticity from Venini (3).

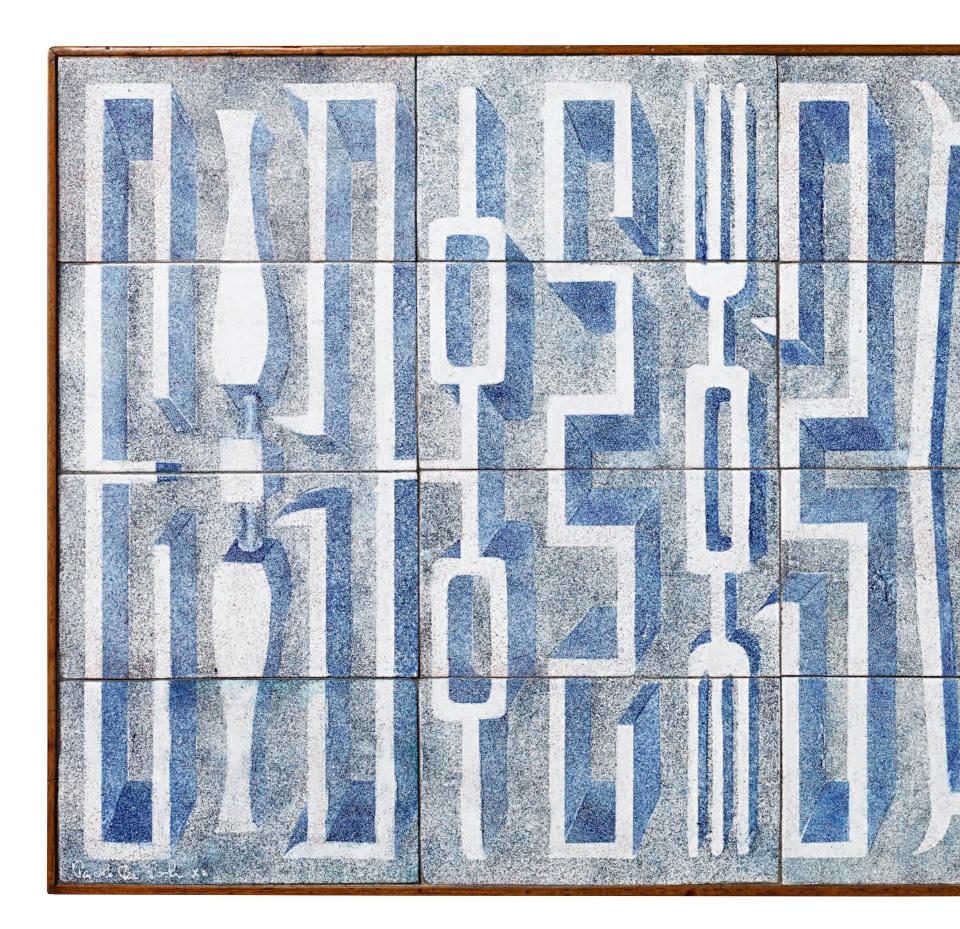
**Estimate** \$50,000-60,000

PROVENANCE Venini, Murano, Venice

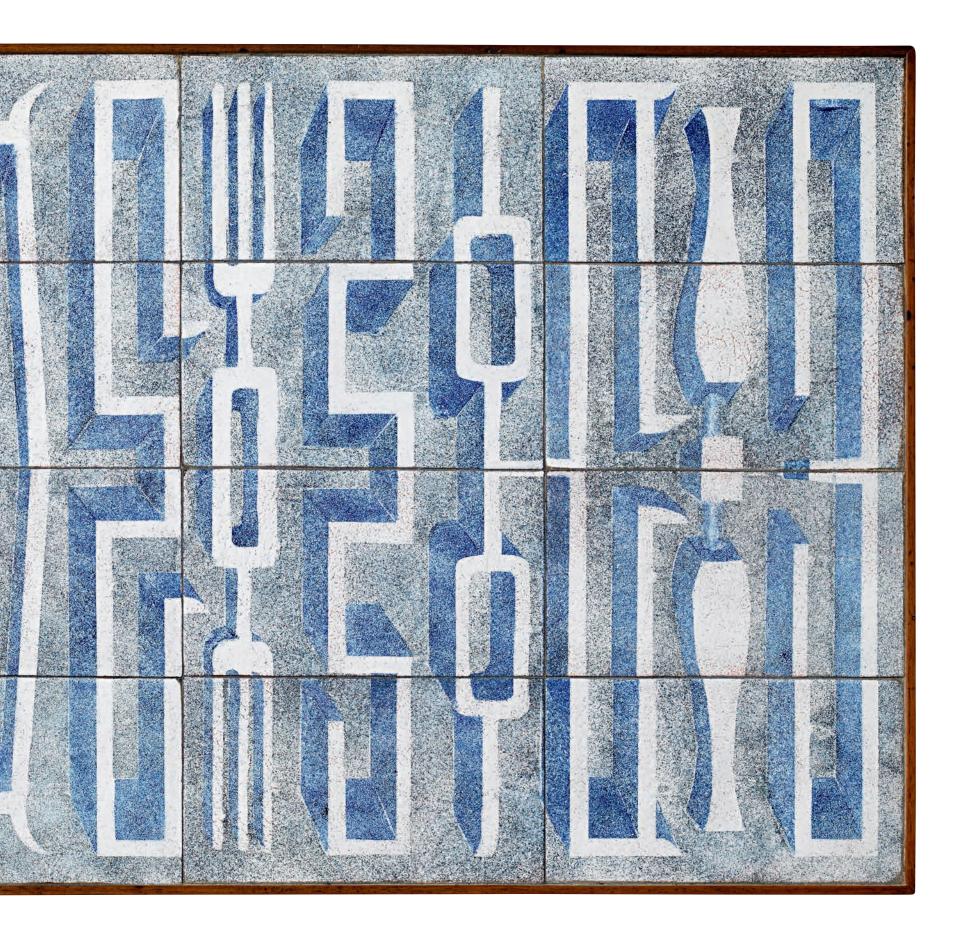
"There is a role and function for beauty in our time."

**TADAO ANDO** 





(detail of lot 17)



## 17 GIO PONTI and PAOLO DE POLI 1891–1979, 1905–1984

Important console, circa 1942

Enameled copper tiles, walnut-veneered wood, walnut.

 $27 \frac{1}{2} \times 36 \frac{3}{4} \times 17 \frac{1}{8} \text{ in } (69.9 \times 93.4 \times 43.4 \text{ cm})$ 

One tile signed with artist's signature 'Paolo De Poli X7'. Underside with original exhibition inventory paper label 'XXIII. Biennale Internazionale/di Venezia – 1942 - XX/1098' and another inventory paper label with '55 / A'. Together with a certificate of authenticity from the Gio Ponti Archives.

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

## PROVENANCE

Collection of Filippo de Pisis, Casa de Pisis, Venice

## EXHIBITED

'XXIII International Biennale', Venice, 1942, inv. no. 1098

## LITERATURE

Franco Grigioni, *Arredamento*, Milan, 1956, fig. 255

Guy Cogeval and Giampiero Bosoni, *Il Modo Italiano: Italian Design and Avant-garde in the 20th Century*, Montreal, 2006, p. 238, fig. 166 for a similar example

Ugo La Pietra,ed., *Gio Ponti: L'arte si innamora dell'industria*, New York, 2009, p. 140, fig. 302 for a similar example

Ugo La Pietra, ed.,  $\mathit{Gio\,Ponti},$  New York, 2009, p. 140 for a similar example



 $\mathsf{XXIII}$  Venice Biennale exhibition label on underside of the present lot





'Labirinto' tiled table top, 1942

The result of Ponti's long-standing interest in collaborations between artisan and designer, this console table was designed by Ponti with the contribution of Paolo de Poli, master of enamel on copper, who refounded this craft specialty in Italy in 1933. Their collaboration began in 1940 with the panels designed by Ponti and made by de Poli for the halls of the rectorate of the University Padua, and continued with other panels, some of which are of considerable size, for the ocean liners whose interiors were designed by Ponti, including the Conte Grande and the Conte Biancamano. A number of other works of enamelized furniture were designed by Ponti and executed by de Poli in 1941, all of which were characterized by an extraordinary fantasy, playful themes, and childlike, yet at the same time enigmatic imagery. Often featuring *trompeloeil* effects, these works, which may be regarded, in a loose sense, as "companion" pieces to the table, were decorated with outsized chess pieces, market stalls, and floral patterns.

The table was one of a pair that stands out within Ponti's œuvre for its formal delicacy and the remarkable refinement of its realization. The table is doubly significant both as a work of Ponti and as one of the prized possessions of the painter Filippo de Pisis. One notes a strong aesthetic affinity with the contemporaneous Labirinto table of 1941 made for Daria Guarnati, publisher of *Domus*: both works evoke classical sources which are sublimated and abstracted in different ways.

Like the 'Labirinto' table, in this work the decoration of the enamel inlay runs down the perimeter and sides, closely following the form of the table, and extends as far as approximately three-fourths of the length of the legs. Like the 'Labirinto', and unlike its pendant, which has a flatter, non-illusionistic pattern, the inlaid configuration is robustly developed in perspectival depth and articulated by a fictive shadow imbued with sophisticated chromatic effects. However, unlike the 'Labirinto', and like its pendant, the patterning is symmetrical, and restricted to the simple contrast of two colors, periwinkle blue and bright white, which contrasts the black of the shadow. In this case the pattern include elements reminiscent of baluster, chains, meanders and fork-like figures. All three pieces—this table, its pendant, and the 'Labirinto'—have tapered legs, characteristic of Ponti's feel for elegance. Yet in these paired works the taper is even more attenuated, reflecting a desire to attain the height of refinement and a certain dematerialization. While retaining its identity as an exemplar of Ponti's synthesis of artistic fantasy and craft precision, the piece exhibits an unmistakable affinity with the designs of Piero Fornasetti, which often have a classical matrix inflected by formal caprice.

In all three cases the designs are reminiscent of the classicizing decorative schemes, all of which are exquisitely linear and of an extreme delicacy, which adorn the ceramics Gio Ponti designed for Richard Ginori in the 1920s. A certain feel for Palladian ornament, which at times includes strictly bilateral symmetries, is also evident in both tables (though not in the 'Labirinto', which has an asymmetrical inlay),



Period image of the present model

in keeping with the revalorization of Palladian and Mannerist motifs that Ponti pursued in the early 1920s when he worked with the Novecento architect Giovanni Muzio. A similarly attenuated, classicizing style marks the Villa Bouilhet in Garches, also known as the Ange Volant, which Ponti designed for Tony Bouilhet, the director and owner of Christofle, in 1927. A number of slight differences can be found between the two tables owned by de Pisis. The table being sold is 1.5 cm. wider than its pendant, which measures  $43 \times 93.4$  cm.); both are of the same length. The table has 20 tiles, as opposed to the 10 larger ones of its pendant and the 24 of the 'Labirinto' (one row less). Whereas the chromatic effect of the shadows in the 'Labirinto' is richer and more varied, the table being sold only has black and dark blue illusionistic shadows.

On the bottom of the table there are two labels, one identifying it as part of the XXIII Venice Biennale of 1942, where it was included in the Italian Pavilion designed by Ponti, and another bearing the number 55/A.

Dr. Daniel Sherer

Assistant Professor of Architecture (Adjunct) at Columbia University Graduate School of Architecture, and Visiting Professor, Politecnico di Milano

## References

P. Campiglio, 'Ponti and the Artists,' *Domus*, 911 (2008), p. 9ff Anonymous, 'Tessuti di nailon [sic] su bozzetti di pittori,' *Domus*, 1958 U. La Pietra, *Gio Ponti*, New York, 2009, pp. 140–43



## **18 MARIANNE RICHTER** 1916–2010

'Muren, lättblå' (Wall, light blue) rug, designed 1971
Handwoven wool on a flax/linen warp.
64 5/8 × 106 3/4 in (164 × 271 cm)
Produced by Märta Måås-Fjetterström AB, Båstad, Sweden. Woven manufacturer's mark 'AB MMF' and artist's initials 'MR'.

## **Estimate** \$10,000-14,000

In the 1930s, Marianne Richter was an intern at Märta Måås-Fjetterström. Her talent was instantly recognized by the company who invited her to take over the directorship, an offer which Richter declined. Later, Barbro Nilsson succeeded in recruiting her as a designer, a role in which Richter stayed active until her death in 2010.



## PROPERTY OF A BRITISH COLLECTOR

## 19 EDWARD WILLIAM GODWIN 1833–1886

Rare early sideboard, circa 1867

Ebonized wood, brass.

61 1/8  $\times$  95 5/8  $\times$  23 1/4 in (155.4  $\times$  243  $\times$  59 cm) fully extended

Produced by William Watt, UK. Back of lower cupboard with maker's enameled metal label 'WILLIAM WATT/FURNITURE WAREHOUSE/LONDON. W.C. GOWER ST'.

## Estimate \$500,000-600,000

## PROVENANCE

Private collection, Lancashire, UK

#### **EXHIBITED**

'The Best of British, Design from the 19th and 20th Centuries, The Selling Exhibition', Sotheby's and Paul Reeves, London, March 14–20, 2008

## LITERATURE

William Watt, Art Furniture from Designs by E.W. Godwin, London, 1877, pl. 6 for a drawing of a similar example

Paul Reeves, 'The Anglo-Japanese Buffet by E W Godwin, Variations on and Developments of a Design', *The Decorative Arts Society 1850 to the Present*, London, no. 18, 1994, 36–40 for similar examples and an essay

Susan Weber Soros, ed., *E.W. Godwin: Aesthetic Movement Architect and Designer*, exh. cat., The Bard Graduate Center for Studies in the Decorative Arts, New York, 1999, pp. 239, 241 for similar examples

Susan Weber Soros, *The Secular Furniture of E.W. Godwin with Catalogue Raisonné*, New Haven, 1999, pp. 176–83 for similar examples

The Best of British, Design from the 19th and 20th Centuries, The Selling Exhibition, Sotheby's and Paul Reeves, London, 2008, illustrated pp. 46–49



William Watt's enameled label on the back of the present lot  $% \left( 1\right) =\left( 1\right) \left( 1\right)$ 



## "The greatest aesthete of them all" MAX BEERBOHM

The present lot is one of ten known examples of the sideboard designed by Edward William Godwin in the Anglo-Japanese manner in the twenty years following his move from Bristol to London in 1865. Seven of these examples—each with variations in construction, fittings, and decoration—are in the permanent collections of the following institutions: Bristol Museums and Art Gallery, Bristol; Die Neue Sammlung, Staatlisches Museum für Angewandte Kunst, Munich; Victoria and Albert Museum, London; The National Trust, Wightwick Manor, Wolverhampton; The Wolfsonian-Florida International University, Miami Beach; National Gallery of Victoria, Melbourne; and the Powerhouse Museum, Sydney. Aside from the present lot, two other examples remain in private collections, including one with glazed doors in the upper cupboards and an eight-legged sideboard also bearing a William Watt stamp. This latter example was on extended loan to the Museum of Modern Art, New York from 1984 to 1995.

Edward William Godwin was a 19th-century British architect, designer, teacher, critic, and theater producer—in short an 'aesthetic polymath', as author Lionel Lambourne has called him. Godwin's progressive temperament was reflected in his willingness to embrace a wide range of influences including Japanese and Chinese culture, Shakespeare, Jacobean and earlier Gothic antecedents, and ancient Greece. Godwin's significance rests in part on his ability to distill the achievements of his forebears into a succinct, refined aesthetic. This concentration of influence in service to a new style is characterized by the present lot, an early example of his 'Anglo-Japanese' sideboards, the known examples of which each bear variations on a central theme, as described by Godwin: "...such effect as I wanted gained by the mere grouping of solid and void and by more or less broken outline," (Edward William Godwin, 'My Chambers and what I did to them', *The Architect*, vol. XVI, July 1, 1876, pp. 4–5).

Godwin's contemporaries and associates reflected his own progressive temperament and his influence and willingness to embrace the aesthetics of Japanese culture. Godwin was a friend of the artist James McNeill Whistler, who in 1877 commissioned by him to build a house on Tite Street in Chelsea, London (the house was eventually demolished in 1968). One year later in 1878, again on the same street, Godwin was commissioned by another artist, Frank Miles, to build a house where Miles was to live with Oscar Wilde. Ten years prior to this commission, Godwin, then a widower, had met the famous English Shakespearean stage actress Ellen Terry. They were to have two children, daughter Edith Craig and son Edward Gordon







(i)

Two of ten known similar examples by E. W. Godwin: (i) an eight-legged ebonized mahogany sideboard, circa 1867–1870, manufactured by William Watt, London, in the permanent collection of the Victoria and Albert Museum, London; (ii) a six-legged ebonized deal sideboard, circa 1867, probably manufactured by the Art Furniture Company, London, and in the permanent collection of Die Neue Sammlung, Munich.



(ii)

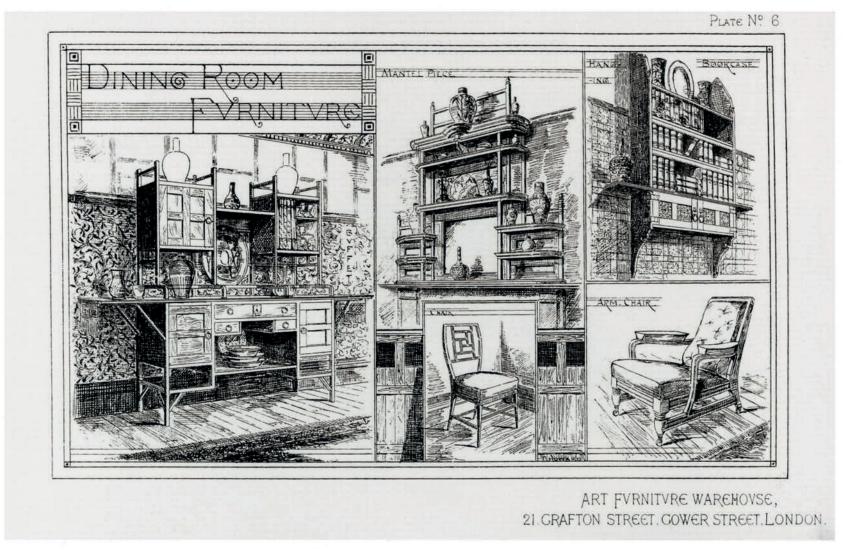
Craig, both of whom were to become prolific and influential figures in the theatre world.

The public were first able to view examples of Japanese art at the International Exhibition of 1862 in London. Godwin had an innate understanding of this style, which became known as the Anglo-Japanese style. This understanding is clearly demonstrated in these sideboards, such as the one on offer here. The words of one critic effectively sum up the universal opinion of these works: "[Godwin] is now best remembered for his radical and inventive Anglo-Japanese designs for furniture and interior decoration; the buffet in question being generally acknowledged as his masterpiece" (Paul Reeves, 'The Anglo-Japanese Buffet by E W Godwin, Variations on and Developments of a Design', *The Decorative Arts Society 1850 to the Present*, London, no. 18, 1994, p. 36).

Godwin executed the design to meet with his own personal criteria. As he himself explained: "When I came to the furniture I found that hardly anything could be bought ready made that was at all suitable to the requirements of the case. I therefore set to work and designed a lot of furniture, and with a desire for economy," ('My Chambers and what I did to them', 1876, pp. 4-5). Devoid of ponderous carving, Godwin created an elegant and economical design stripping all inessential detailing to create a purely functional and utilitarian piece of furniture. He continued: "The construction is as light as is consistent with the strength required, and effect is obtained more by play of light and shade than by costliness of ornament. There is abundance of room, and yet some to spare, for all the different articles that usually belong to a sideboard." Godwin's statement reads almost like Le Corbusier's Modernist axiom: "Architecture is the masterly, correct and magnificent play of masses brought together in light" (Frederick Etchells, ed., Le Corbusier, Towards a New Architecture, London, 1927, p. 29).

The intellectual principle driving the design is eclectic yet not derivative and embraces physical function, allowing practical and social purpose to take precedence. Seeing this transition from Medieval and Victorian decoration to a more modern style in the pages of the William Watt catalogue (Art Furniture designed by Edward W. Godwin FSA and manufactured by William Watt, catalogue, 21 Grafton Street, Gower Street, London, 1877, n.p.), Herman Muthesius, who has written extensively on English design and architecture, states that Godwin's work "does in fact show a great advance: lightness and elegance have replaced the heaviness of the earlier Gothic, foreshadowing the idea of the modern interpretation which was soon to follow. Godwin was wide open to the Japanese influence that was circulating at the time and even produced 'Anglo Japanese' furniture" (The English House, London, 1979, p. 157). The illustrations in the Watt catalogue show multiple variations of the sideboard's design, and, considering the number produced and the fitness of the design to its purpose, we can be certain that Godwin believed it to be a working success. The distinctive side wings and the surface-mounted hinges are not embellished but remain purely functional, and the ring-pull latched handles have pierced keyholeshaped back plates. Resolving the dichotomy of surface and structure, the sideboard houses cupboards, drawers, an internal drawer, display area and work surface, all of which manage to emphasize the rectilinear and linear, solids and voids.

The functional arrangements form the language that makes up much of Modernist design and these values are what define the beauty of the object. As Clive Wainwright has written, "Most of the ideas which have contributed both to the formulation and the practical application of the principles of the Modern Movement in architecture and design have their origins in the nineteenth century" ('The Legacy of the Nineteenth Century', *Modernism In Design*, London, 1990, p. 26).



E. W. Godwin, 'Dining Room Furniture,' from William Watt, Art Furniture (1877), pl. 6

"I look upon all my work as Art Work. A building is to me as a picture to a painter or a poem to a poet."

## **EDWARD WILLIAM GODWIN**



A similar example formerly in the collection of Ellen Terry, Godwin's second wife, in her Chelsea, London sitting room, circa 1920. This example, in ebonized mahogany and deal, was later bequeathed to the Bristol Museums and Art Gallery by the couple's daughter, Edith Craig

## PROPERTY FROM A PROMINENT NEW YORK COLLECTION

## **20 MAXINGRAND** 1908–1969

Rare table lamp, circa 1957 Colored glass rods, tubular brass, brass, fabric shade. 27 1/2 in (70 cm) high Manufactured by Fontana Arte, Italy.

## **Estimate** \$50,000-60,000

## LITERATURE

Domus (Milan), no. 334, September 1957, n.p.

Laura Falconi, Fontana Arte: Una Storia Trasparente, Milan, 1998, p. 112

Lucie Transparenze: Fontana Arte millenovecentotrenta • milknovecentocinquanta, exh. cat.,
Galleria Babuino Novecento, Rome, 2006, pp. 52–53, 76–77 (detail), 90

Pierre-Emmanuel Martin-Vivier, Max Ingrand, Du Verre À La Lumière, Paris, 2009, p. 219





# 21 CHARLOTTE PERRIAND 1903–1999

Large bibliothèque, 1950s

Stained plywood, aluminum.

51  $1/4 \times 126 \ 1/8 \times 13 \ 1/8 \ \text{in} \ (130.2 \times 320.4 \times 33.3 \ \text{cm})$ 

Manufactured by Les Ateliers Jean Prouvé, France and editioned by Galerie Steph Simon, France.

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

### PROVENANCE

DeLorenzo 1950, New York

Private collection, New York

# LITERATURE

Galeries Jousse Seguin and Enrico Navarra, *Jean Prouvé*, Paris, 1998, p. 120 for a Galerie Steph Simon advertisement, p. 121

Jacques Barsac, Charlotte Perriand: Un art d'habiter, Paris, 2005, pp. 420–25 for similar examples



"Walls with built-in storage are the first priority. Our house must always be empty so that we can dream or rest on the floor, or in chairs, and the children can play; one must be open to this emptiness, for then the slightest object, the slightest gesture will manifest its true value."

**CHARLOTTE PERRIAND** 

"When you handle them, they give you the feeling of homogeneity that you experience when you handle a pebble. You sense that their surface is not a thinly applied veneer of decoration but an expression of their central substance." **SIR DAVID ATTENBOROUGH** 



Lucie Rie in her studio, 24 Wollzeile, Vienna, circa 1932

### **22 LUCIERIE** 1902–1995

Rare 'Vienna Period' pot, circa 1930
Earthenware, bright orange glaze with fine black speckles.
4 3/8 in (11 cm) high, 4 7/8 in (12.6 cm) diameter
Painted with 'L. R. G./WIEN'.

### **Estimate** \$9,000-14,000

# PROVENANCE

Private collection, UK

### LITERATUR

Tony Birks, Lucie Rie, Paris, 2006, pp. 82–83 for examples from the Vienna period

# **23 LUCIERIE** 1902–1995

Rare 'Vienna Period' vase, circa 1930

Earthenware with layered glazes and glassy amber colored pooling in the well.
5 1/2 in (14 cm) high, 6 1/2 in (16.6 cm) diameter

Painted under the glaze with 'L. R. G./WIEN'.

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

# PROVENANCE

Private collection, UK

### LITERATURI

Tony Birks, *Lucie Rie*, Paris, 2006, pp. 82–83 for examples from the Vienna period





# PROPERTY FROM AN IMPORTANT NEW YORK COLLECTION

# **24 SERGE MOUILLE** 1922–1988

Set of three ceiling lights from the health clinic Atelier Christian Dior, Paris, circa 1960 Painted aluminum, painted tubular steel, brass. Each:  $47\ 1/4 \times 35\ 3/8 \times 9\ 7/8$  in ( $120 \times 90 \times 25$  cm) Manufactured by Atelier Serge Mouille, France (3).

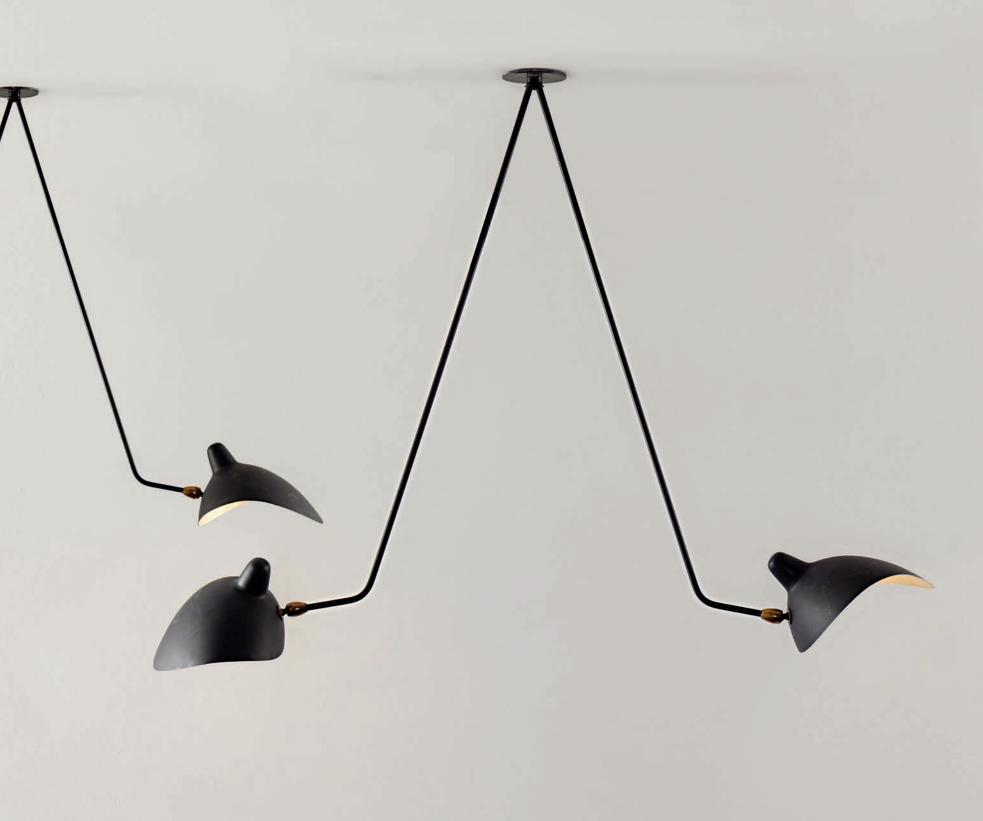
# **Estimate** \$60,000-80,000

# PROVENANCE

Atelier Christian Dior Galerie Patrick Seguin, Paris, 2004

# LITERATURE

Françoise Giroud and Sacha van Dorssen, *Christian Dior 1905–1957*, Paris, 1987, p. 31 Pierre Émile Pralus, *Serge Mouille: A French Classic*, Saint Cyr au Mont d'Or, 2006, illustrated p. 163



### PROPERTY FROM THE COLLECTION OF SARA AND DAVID LIEBERMAN

### 25 MAGDALENE ODUNDO b. 1950

'Untitled (Cat. 134)' vase, 2000 Polished and carbonized terracotta. 18 3/4 in (47.6 cm) high Incised with 'Odundo/2000'.

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

#### **EXHIBITED**

'Magdalene Odundo: Clay Forms', Blackwell, The Arts & Crafts House, Bowness-on-Windermere, July 4—September 23, 2001
'Shared Passion: Sara and David Lieberman Collection of Contemporary Ceramics and

'Shared Passion: Sara and David Lieberman Collection of Contemporary Ceramics and Craft', ASU Art Museum, Nelson Fine Arts Center, Tempe, February 8–May 18, 2003

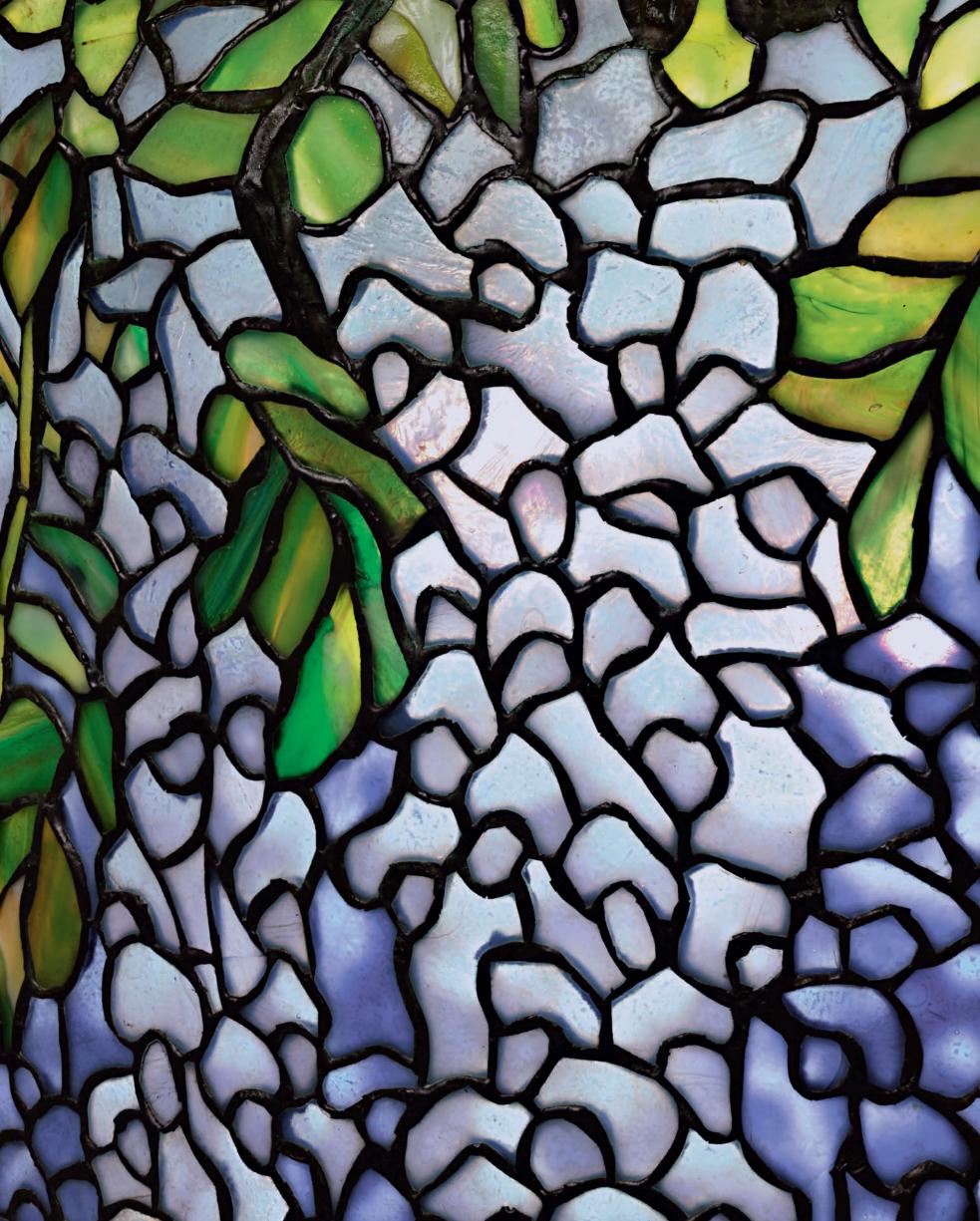
#### LITERATURE

Magdalene Odundo: Clay Forms, exh. cat., Blackwell, The Arts & Crafts House, Bowness-on-Windermere, 2001, illustrated p. 50, fig. 49
Anthony Slayter-Ralph, Magdalene Odundo, Aldershot, 2004, illustrated pp. 87, 122

"I will only draw from Africa if it suits me in my quest for perfect simplicity, for natural forms."

**MAGDALENE ODUNDO** 







# 26 TIFFANY STUDIOS

'Wisteria' table lamp, model no. 342, circa 1905
Leaded glass, patinated bronze.
27 3/4 in (70.6 cm) high, 18 in (45.9 cm) diameter
Designed by Clara Driscoll (1861–1944) and produced by Tiffany Studios, New York.
Interior of shade stamped four places with 'TIFFANY STUDIOS', 'NEW YORK', '342-1'
and '7879', underside of base stamped with 'TIFFANY STUDIOS/NEW YORK/342'.

### Estimate \$500,000-700,000

### PROVENANCE

Private European collection Christie's, New York, 'Important Tiffany', December 15, 2010, lot 241

### SELECTED LITERATURE

Alastair Duncan, Louis C. Tiffany, The Garden Museum Collection, Woodbridge, 2004, pp. 292–93 Martin Eidelberg, Alice Cooney Frelinghuysen, Nancy McClelland and Lars Rachen, The Lamps of Louis Comfort Tiffany, New York, 2005, pp. 106–07

Margaret Hofer, Martin Eidelberg and Nina Gray, A New Light on Tiffany: Clara Driscoll and the Tiffany Girls, exh. cat., New-York Historical Society, New York, 2007, p. 48



# "The Modernist movement was just a catalyst to embody her inner desire."

# **YOSHIAKI INUI**

PROPERTY FROM THE COLLECTION OF DR. MAX AND YVONNE MAYER

### **27 LUCIE RIE** 1902–1995

Large conical bowl, 1972 Stoneware, pitted pure white glaze. 5 1/2 in (14.1 cm) high, 14 7/8 in (38 cm) diameter Impressed with artist's seal.

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

### PROVENANCE

Collection of the artist

### EXHIBITED

'Lucie Rie', Crafts Council, Sainsbury Centre for Visual Arts, Norwich, November 1981; 'Lucie Rie', Crafts Council, The Victoria and Albert Museum, London, February 1982 'Issey Miyake meets Lucie Rie', Sogetsu Gallery, Tokyo, 10 May–7 June 1989 and The Museum of Oriental Ceramics, Osaka, 27 June–30 July 1989

'Lucie Rie', Tate St. Ives, May 16-September 27, 2009

'Lucie Rie – A Retrospective,' The National Art Centre, Tokyo, Japan, April 28–June 21, 2010, then travelled to The Mashiko Museum of Ceramic Art, Tochigi Prefecture, Japan (August 7–September 26, 2010), MOA Museum of Art, Shizuoka Prefecture, Japan (October 9–December 1, 2010), The Museum of Oriental Ceramics, Osaka, Japan (December 11–February 13, 2011), Paramita Museum, Mie Prefecture, Japan (February 26–April 17, 2011), Hagi Uragami Museum, Yamaguchi Prefecture, Japan (April 29–June 26, 2011)

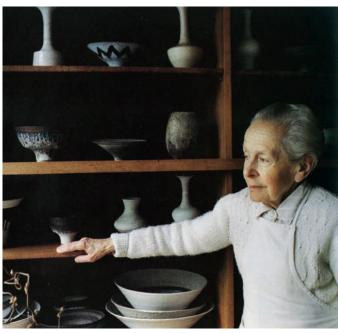
### LITERATURE

John Houston, *Lucie Rie, A Survey of Her Life and Work*, exh. cat., Crafts Council, London, 1981, illustrated p. 82, item 161

Issey Miyake meets Lucie Rie, exh. cat., Sogetsu Gallery, Tokyo and The Museum of Oriental Ceramics, Osaka, 1989, illustrated pp. 9 and 101, item 30

Lucie Rie-A Retrospective, exh. cat., The National Museum of Modern Art, Tokyo, illustrated p. 136, item 90

Tony Birks, Lucie Rie, Yeovil, 1999, illustrated pp. 79, 150, 221



Lucie Rie in her studio, Albion Mews, Studio, London



# PROPERTY FROM AN IMPORTANT FRENCH COLLECTION

# **28 ALBERT CHEURET** 1884–1966

'Heron' wall light, circa 1925 Bronze, alabaster. 35 1/8 × 27 1/8 × 15 1/2 in (89.3 × 69 × 39.5 cm) Incised with 'Albert Cheuret'.

Estimate \$30,000-40,000

PROVENANCE Galerie Vallois, Paris, 1989







# Σ 29 PAUL DUPRÉ-LAFON 1900–1971

Secretaire and armchair, circa 1929

Secretaire: burr walnut-veneered wood, birds eye maple, leather, ivory; armchair: burr walnut-veneered wood, ivory, leather. Together with a work on paper in painted frame.

Secretaire:  $49\ 3/4\times15\ 3/4\times33\ 1/2$  in ( $126.4\times40\times85.1$  cm); armchair:  $28\ 7/8\times20\ 7/8\times23\ 5/8$  in ( $73.5\times53\times60$  cm); work on paper (framed):  $19\times26$  in ( $48.3\times66$  cm) Work on paper with printed stamp verso 'paul dupré-lafon/architette – décorateur/55, rue lauriston (XVI)' (3).

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

# PROVENANCE

Christie's, Paris, 'Collection Claude et Simone Dray Art Déco', June 8, 2006, lot 19

### LITERATURE

Thierry Couvrat Desvergnes, *Dupré-Lafon, décorateur des millionaires*, Paris, 1990, p. 24 for a similar secretaire, p. 25 for a technical drawing of a similar example, pp. 92, 100 for the chair

These works have been authenticated by the legal successors of Paul Dupré-Lafon.



Ivory escutcheon (detail)



"This material which is born in a struggle, in fire, in smoke, which in turn resists or obeys, which obeys when I force it while respecting its nature." MAURICE MARINOT



# 30 MAURICE MARINOT 1882-1960

Perfume bottle and stopper, circa 1922

Clear glass acid-etched and internally decorated in jade and red.

5 1/2 in (14 cm) high

Underside acid-etched with 'marinot' and with two handwritten inventory paper labels '489'.

# Estimate \$30,000-50,000

### PROVENANCE

Baron Robert Philippe de Rothschild, Paris Christie's, London, 'Parisian Taste in London: A Private Collection and Furniture,' September 10, 2009, lot 52

The present lot will be illustrated as image number 489 in the forthcoming *Maurice Marinot catalogue raisonné de l'œuvre de verre*, Editions de l'Amateur, Paris, to be published September 2013.

Phillips de Pury & Company wishes to thank Pierre Mérat for his assistance with the cataloguing of this lot.



# **31 RON ARAD** b. 1951

'Looploom', 1992

Polished woven bronze, polished bronze.

27 1/2 × 86 5/8 × 15 3/4 in (70 × 220 × 40 cm)

Produced by The Gallery Mourmans, the Netherlands. Number 1 from the edition of 6 plus 2 artist's proofs. Incised with 'Ron Arad' and '1/6'.

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

#### LITERATURE

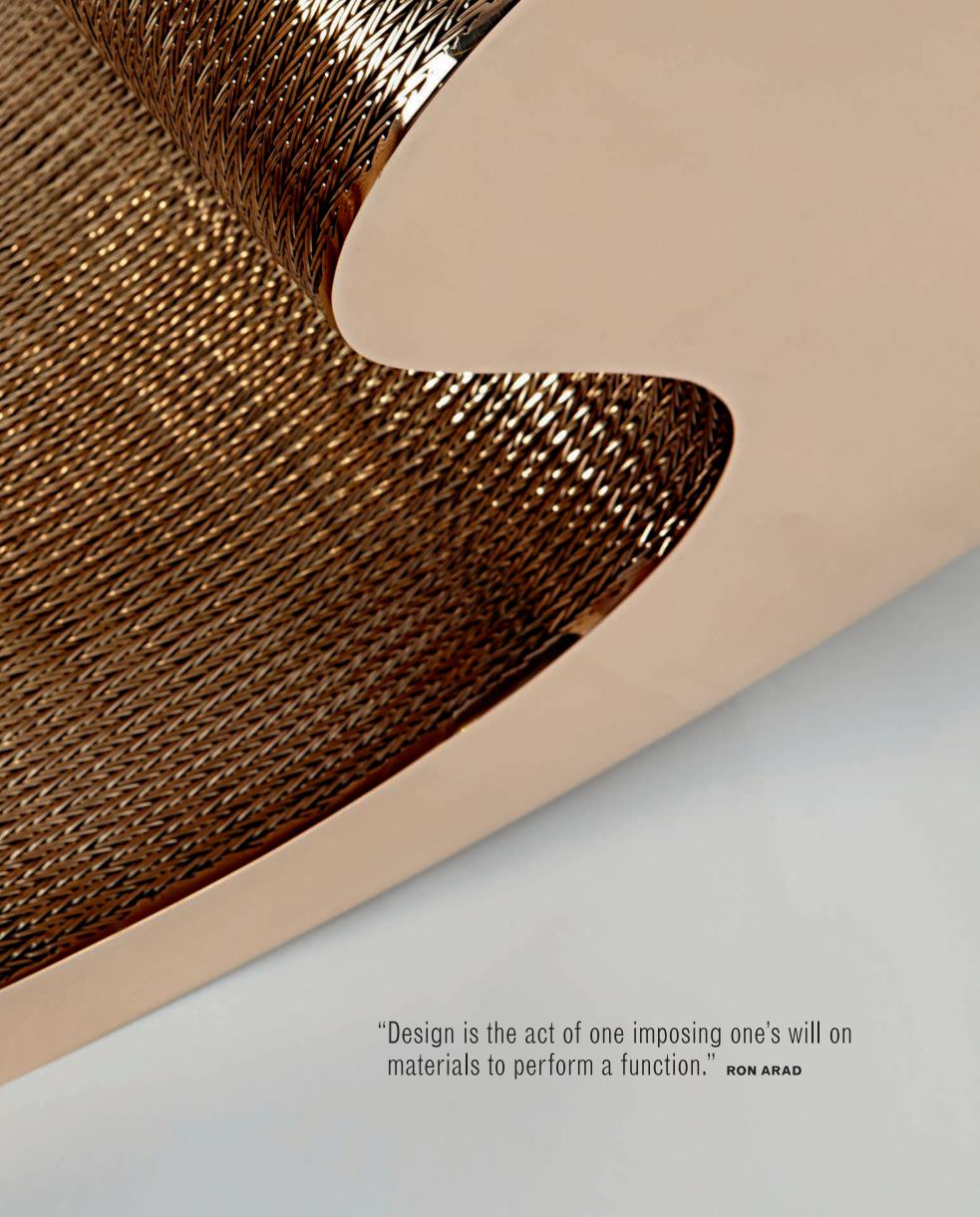
Matthew Collings, Ron Arad Talks to Matthew Collings, London, 2004, pp. 232–33 Ron Arad: A Retrospective Exhibition 1981–2001, exh. cat., Barry Friedman Ltd., New York, 2005, pp. 70–71, 101

Paola Antonelli, Jonathan Safran Foer, Marie-Laure Jousset, *Ron Arad: No Discipline*, exh. cat., The Museum of Modern Art, New York, 2009, p. 37

Matthew Collings, Ron Arad Talks to Matthew Collings, London, 2004, pp. 232–33







# **32 MAXINGRAND** 1908–1969

Table lamp, model no. 1815, circa 1957 Brass, glass, painted metal. 23 3/8 in (59.5 cm) high Manufactured by Fontana Arte, Italy.

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

### PROVENANCE

Mark McDonald, New York, 2005

### LITERATURE

Domus (Milan), no. 332, July 1957, n.p. for an advertisement of a similar example
Domus (Milan), no. 334, September 1957, n.p. for a similar example
Laura Falconi, Fontana Arte: Una Storia Trasparente, Milan, 1998, p. 113 for a similar example
Pierre-Emmanuel Martin-Vivier, Max Ingrand, Du Verre À La Lumière, Paris, 2009, p. 221





# **33 SHIRO KURAMATA** 1934–1991

'Laputa' bed, circa 1991

Alumite-coated tubular aluminum, Alumite-coated tubular metal, Alumite-coated metal, brushed aluminum.

 $57 \frac{1}{2} \times 166 \frac{1}{2} \times 27 \text{ in } (146.1 \times 422.9 \times 68.6 \text{ cm})$ 

From the edition of 30. Manufactured by Ishimaru Co., Japan. Together with silk 'Star Piece' bedding by Shiro Kuramata.

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

### LITERATURE

Andrea Branzi, *II Dolce Stil Novo della Casa, (A Proposal for a New Life)*, exh. cat., Palazzo Strozzi, Florence, 1991, n.p.

Domus (Milan), no. 788, December 1996, p. 54, fig. 3

*Shiro Kuramata 1934–1991*, exh. cat., Hara Museum of Contemporary Art, Tokyo, 1996, pp. 28–29, 84–85 fig. 37, p. 198, fig. 2

Shiro Kuramata and Ettore Sottsas, exh. cat., 21\_21 Design Sight, Tokyo, 2011, n.p.



The 'Laputa' bed was renowned Japanese designer Shiro Kuramata's final furniture design and a response to his bedroom brief at the group exhibition 'II Dolce Stil Novo della Casa' (A Proposal for a New Life), curated by Andrea Branzi for Pitti Immagine at the Palazzo Strozzi, Florence, 1991. As with his 'Miss Blanche' chair, the 'Laputa' bed draws inspiration from literature. Laputa is the flying island from *Gulliver's Travels* by Jonathan Swift. The island, which has a base made from the mythical material adamantine, hovers above the land of Balnibarbi.

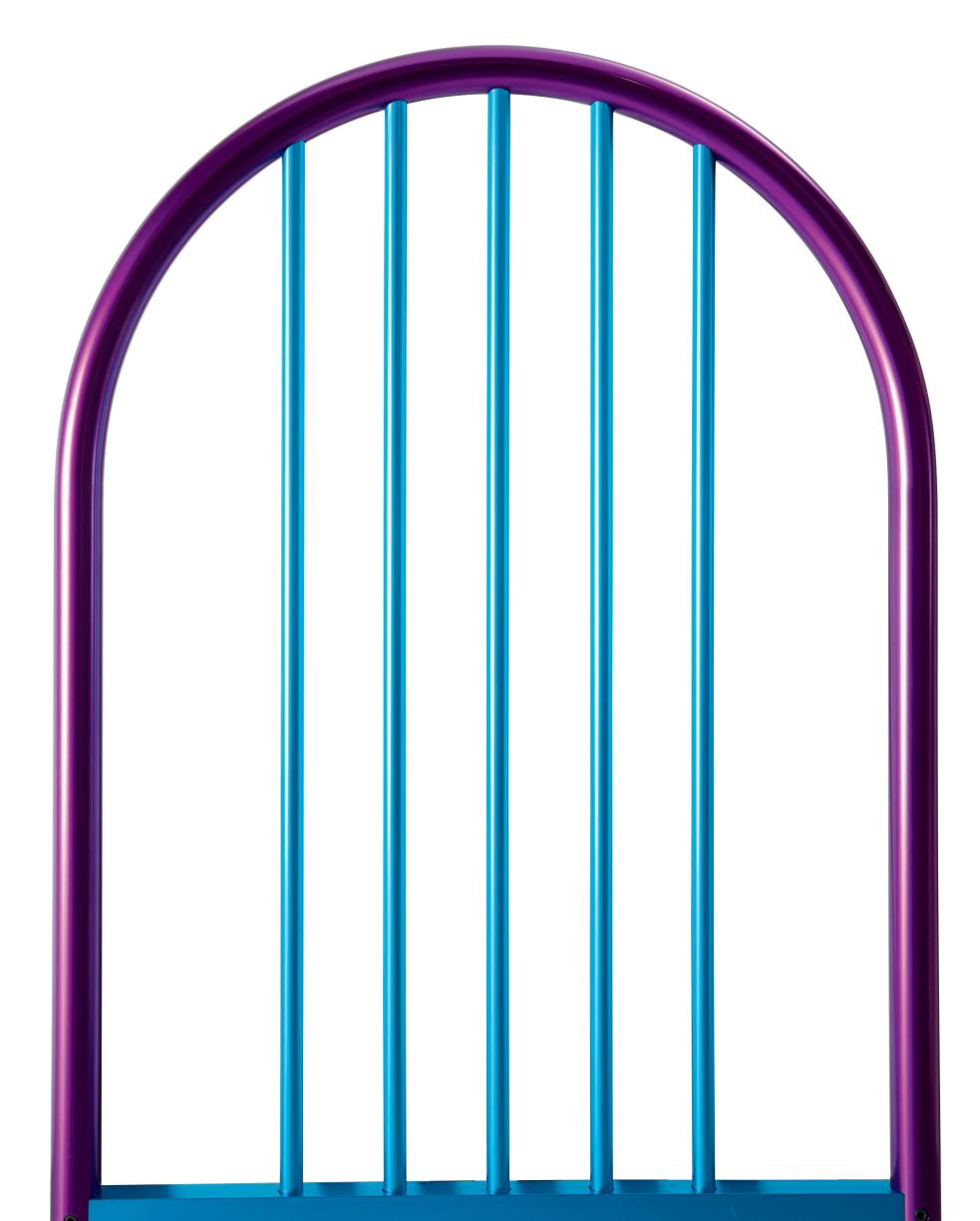
Looking at the body of Kuramata's work and his practice, it is possible to draw parallels with both of the above concepts: levitation (defying a physical force), and adamantine, a mythical material that shackled or destroyed the most formidable characters from Ancient Greek mythology to the Classics. Wrapped in the 'Star Piece' satin and with a high metallic surface finish, 'Laputa' has an extraterrestrial appearance as galvanized in outer space, and, as the artist intended, the elongated form creates a dreamlike sense of levitation.

The physical appearance of the bed is very similar to the bed in Marcel Duchamp's painting Apolinère Enameled of 1916–1917. The reference to this assisted readymade displays Kuramata's ability to combine multiple cultural references into a single object.

"I'm always dreaming. I'm inside an illusion where I create things. This is because creating a form is everything to me. I do that even in my dreams." **SHIRO KURAMATA** 



Shiro Kuramata's last work, his elongated 'Laputa' bed designed for the 1991 exhibition *II Dolce Stilnovo della Casa* in Florence.



### PROPERTY FROM A PROMINENT NEW YORK COLLECTION

### 34 ARCHIMEDE SEGUSO 1909–1999

Large teardrop vase, from the 'Piume' series, circa 1956
Handblown transparent yellow glass with lattimo rods and colored pastes.
165/8 in (42.2 cm) high
Manufactured by Vetreria Archimede Seguso, Italy.

# **Estimate** \$40,000-50,000

### PROVENANCE

Private collection, Venice Private collection, Italy Galleria IN.ARTE, Milan

### LITERATURE

Franco Deboni and Maurizio Cocchio, *Vetri di Murano del '900: 50 Capolavori*, Milan, 1991, illustrated p. 83, fig. 36

Marina Barovier, Rosa Barovier Mentasti, and Attilia Dorigato, *II Vetro di Murano alle Biennali* 1895–1972, Milan, 1995, p. 184

Franco Deboni, *Murano '900*, Milan, 1996, illustrated p. 215, fig. 131

Archimede Seguso exhibited his *piume* series of bottles, bowls and vases at the XXVIII Venice Biennale in 1956. The series is characterized by feather-shaped inclusions of *lattimo* rods and colored pastes. As Rosa Barovier Mentasti has mentioned, Seguso had been inspired to create the motif after observing autumn leaves floating in a Venice canal.



## **35 PAUL RUDOLPH** 1918–1997

Unique dining table, designed for the Micheels House, Westport, Connecticut, 1972 Plastic laminate-covered wood, clear acrylic, steel.  $29\,1/2\times90\,1/2\times54\,1/8$  in  $(74.9\times229.9\times137.5$  cm)

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

#### PROVENANCE

Dr. and Mrs. Louis Micheels, Westport, Connecticut Thence by descent

### LITERATURE

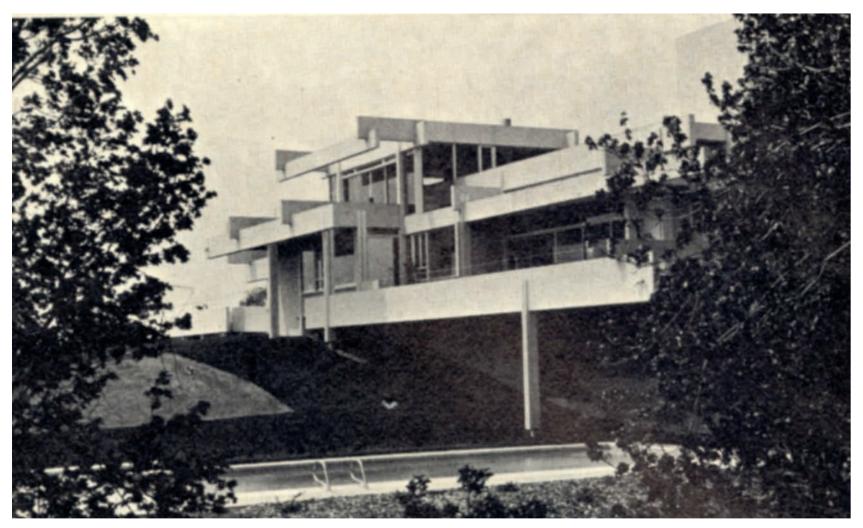
*Progressive Architecture*, August 1976, illustrated pp. 56, 54–57 for a discussion and overview of the Micheels House

Yukio Futagawa, *GA Houses (Global Architecture Houses*), vol. 1, Tokyo, 1976, pp. 86–89 for a discussion and images of the Micheels House, illustrated pp. 90–91

Roberto de Alba, *Paul Rudolph: The Late Work*, Princeton, 2003, pp. 64–65 for a discussion and images of the Micheels House



"Paul Rudolph was the main reason that I chose to go to Yale University for the masters course in architecture ... The architecture itself was to me fresh, radical and unconventional." SIR NORMAN FOSTER



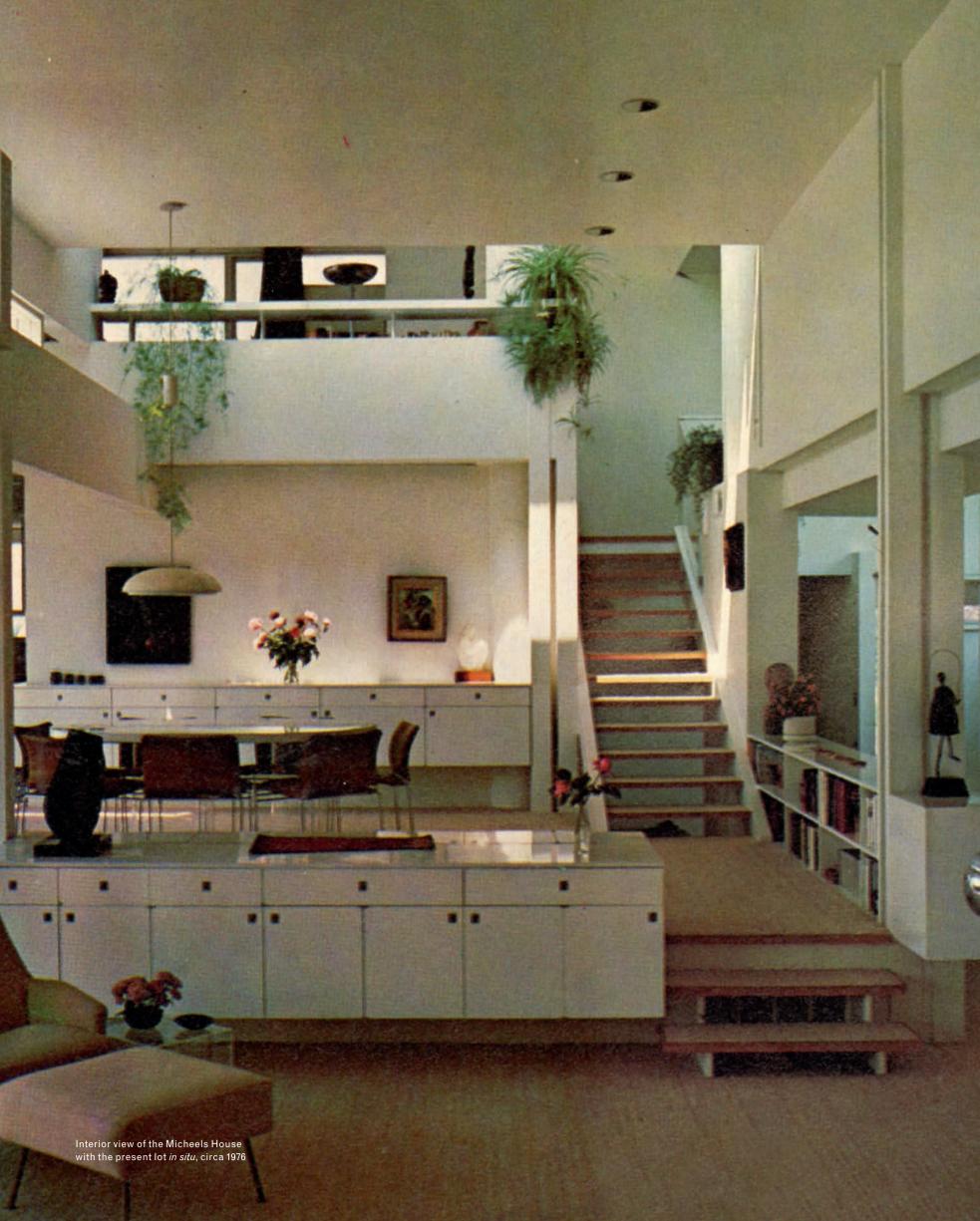
Exterior views of the Micheels House, circa 1976

The present lot was designed for the house of Dr. and Mrs. Louis Micheels in Westport, Connecticut in 1972. Dr. Micheels, a Holocaust survivor who documented his experiences at Auschwitz and Dachau in his 1989 book *Doctor 117641*, moved to the United States following World War II to practice psychiatry and psychoanalysis and eventually began teaching at Yale University.

After living in a Connecticut ranch house for a number of years, Dr. Micheels and his wife enlisted the services of Paul Rudolph, former chairman of the Yale Department of Architecture. Rudolph, who had studied under Walter Gropius at Harvard, had designed several residences in Connecticut and was well-known for mixing Modernist and Brutalist aesthetic sensibilities to create open, airy environments. The Micheels House, which sat at the top of a hill with one end anchored in the hillside and the other cantilevered, was designed so that every room could share the panoramic views of the Long Island Sound. Based on the Micheels' request for a "light, airy feeling" in the house, this floating aesthetic was further carried into the interior design of the space, down to the use of clear acrylic in his furniture.

According to Michael Sorkin, Director of the Graduate Program in Urban Design at the City College of New York, the Michaels House showed "Rudolph's characteristic structural ingenuity and verve, his careful sense of orientation and climate, and his unshakable dedication to joyful living." In the house's debut in a 1976 issue of *Progressive Architecture*, Rudolph explained the concept of the Michaels House as one that deals with motion ("which the 20th-century is about"), particularly the idea of thrust and counterthrust expressed through the tension created by the overlapping and interconnecting spaces and volumes throughout the house: "I want a million and one things going on at once, but they must be resolved and balanced, because it is through the resolution of tension that something becomes dynamic."

In 2007, after the Micheels' had moved out of the property, the Micheels House became the first Rudolph residence to be demolished since the architect's death ten years earlier. It would be the first of three Rudolph houses to be demolished that year, and became the call to action for The National Trust for Historic Preservation, which initiated its Survey of New Canaan Mid-Century Modern Houses following the Micheels House teardown. This survey was an effort to bring to light the historical significance of these mid-century structures in Connecticut and elsewhere in order to be protected by the National Register of Historic Places.



## 36 NICOLÒ BAROVIER and ERCOLE BAROVIER 1895–1947, 1889–1974

Large mosaic vase with cherry clusters, circa 1924
Handblown clear and colored glass tesserae with amethyst rods.
7 1/4 in (18.4 cm) high, 15 1/4 in (38.7 cm) diameter
Produced by Vetreria Artistica Barovier & C., Italy. Lower edge etched with 'N Barovier Murano'.

## **Estimate** \$50,000-60,000

### LITERATURE

Attilia Dorigato, ed., *Ercole Barovier 1889–1974: Vetraio Muranes*e, exh. cat., Comune di Venezia, Venice, 1989, p. 35 for a similar example

Marina Barovier, et al., *Art of the Barovier: Glassmakers in Murano 1866–1972*, exh. cat., Fondazione Scientifica Querini Stampalia, Venice, 1993, p. 66 for a similar example



Ercole and Nicolò Barovier at work on a similar example, circa 1924



### PROPERTY OF A GENTLEMAN

#### 37 JEAN-MICHEL FRANK 1895–1941

Side table with drawer, 1926–1929

Parchment-covered wood.

16 5/8 × 21 5/8 × 15 3/4 in (42.3 × 54.8 × 39.9 cm)

Manufactured by Chanaux & Pelletier, France. Underside impressed with '6577' and manufacturer's 'cp' mark. Together with a certificate of authenticity from the Comité Jean-Michel Frank.

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

### PROVENANCE

Camard & Associés, Paris, 'Arts décoratifs du XXe siècle', June 17, 2003, lot 160

#### LITERATURE

Léopold Diego Sanchez, *Jean-Michel Frank*, Paris, 1997, pp. 128, 204, 255 for similar examples



### PROPERTY FROM THE COLLECTION OF SARA AND DAVID LIBERMAN

#### **38 JUNKANEKO** b. 1942

'Broadway', 1996

Glazed ceramic.

 $297/8 \times 263/4 \times 11 \text{ in } (76 \times 68 \times 28 \text{ cm})$ 

Produced at EKW C, 's-Hertogenbosch, the Netherlands. Painted with 'Kaneko 96 EKW C'.

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

### PROVENANCE

Acquired directly from the artist, Omaha

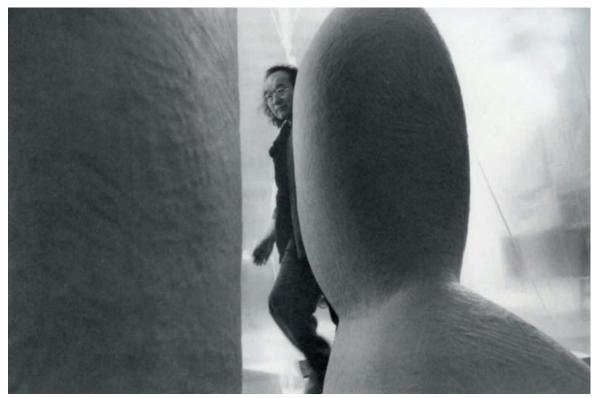
#### EXHIBITED

'Shared Passion: Sara and David Lieberman Collection of Contemporary Ceramics and Craft', ASU Art Museum, Nelson Fine Arts Center, Tempe, February 8–May 18, 2003

### LITERATURE

Jun Kaneko, *Dutch Series: Between Light and Shadow*, Portland, 1998, front cover, p. 39 for a similar example

Susan Peterson, *Jun Kaneko*, Connecticut, 2001, p. 124 for a similar example *Shared Passion: Sara and David Lieberman Collection of Contemporary Ceramics and Craft*, exh. cat., ASU Art Museum, Nelson Fine Arts Center, Tempe, 2003, illustrated pl. 14



Jun Kaneko at EKWC, the Netherlands



# **39 CHARLOTTE PERRIAND** 1903–1999

Sideboard, from Cité Cansado, circa 1958

Mahogany-veneered plywood, plastic-laminated wood, plastic, painted bent sheet steel.

 $30\ 1/2 \times 70\ 7/8 \times 18\ 1/8\ in\ (77.5 \times 180 \times 46\ cm)$ 

Editioned by Steph Simon, France. Each drawer molded with 'MODELE CHARLOTTE PERRIAND/BREVETE S.G.D.G'.

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

#### PROVENANCE

Cité Cansado, Cansado, Mauritania

### LITERATURE

Jacques Barsac, Charlotte Perriand: Un Art d'Habiter, Paris, 2005, pp. 440, 442 for a Steph Simon prospectus

Charlotte Perriand, exh. cat., Centre Georges Pompidou, Paris, 2005, p. 162 for a similar example and Steph Simon prospectus





# 40 HARUMINAKASHIMA b. 1950

'Struggling Form', 2001 Stoneware, white, blue, and transparent glazes.  $38\,1/8\times31\,3/4\times17\,1/2$  in  $(96.8\times80.6\times44.5\,\text{cm})$ 

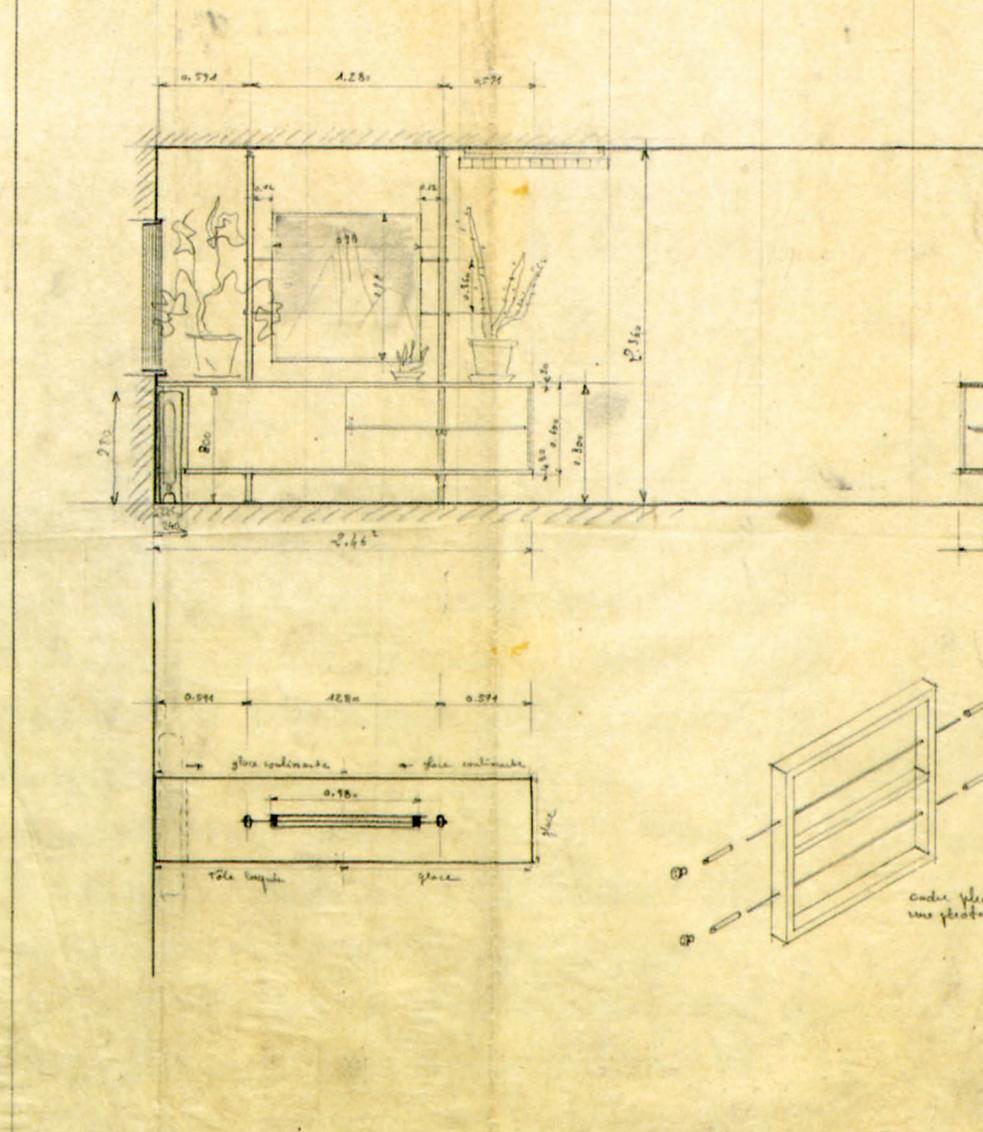
## **Estimate** \$40,000-50,000

### LITERATURE

Leaders of Contemporary Japanese Ceramics – Exploring Techniques and Forms for the New Century, Ibaraki, 2001, pp. 77–79 for similar examples

Samuel J. Lurie and Beatrice L. Chang, Contemporary Japanese Ceramics: Fired with Passion, New York, 2006, pp. 182–83 for similar examples







Period image of the entrance of the Ferembal plant, Nancy, circa 1955



Period image of an aerial view of the Ferembal plant, Nancy, circa 1955



## FEREMBAL HOUSE AND JEAN PROUVÉ

Ferembal House, the complex housing the Ferembal offices in Nancy, was built by the Ateliers Jean Prouvé in 1948. The bent steel frame comprises five axial portal frames set on a pressed steel floor and held together by ridge beams which support the purlins and aluminum roofing slabs. The prefabricated double-sided wood panels used for the facades slot together interchangeably, which is also the case for the winter garden and the internal partition walls. After the war, Ferembal CEO Pierre Bindschedler had been a member of the French government team in the Saar, and had been able to back Prouvé's plans for involvement in large-scale creation of housing and public facilities via mass production of the steel components for the portal frame system. But Prouvé was ahead of his time, and only a handful of prototypes were ever made. Rescued from the demolition of the Ferembal site in 1983, these striking examples are eloquent illustrations of the approach's technical and functional virtues and its adaptability.

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# **41 JEAN PROUVÉ** 1901–1984

Suspended cabinet, designed for Ferembal House, Nancy, 1948
Painted steel, painted tubular steel, oak, glass.
Cabinet:  $45.7/8 \times 38 \times 11.1/2$  in (116.4  $\times$  96.6  $\times$  29.3 cm); installation height variable Manufactured by Les Ateliers Jean Prouvé, France. From the production of two.

#### **Estimate** \$60,000-120,000

#### PROVENANCE

Ferembal House, Nancy

#### LITERATURE

Galerie Patrick Seguin, *Jean Prouvé, Vol. 2*, Paris, 2007, illustrated p. 462 Galerie Patrick Seguin, *Jean Prouvé and Jean Nouvel: Ferembal House*, Paris, 2011, illustrated p. 210

"[Ferembal House] represents Jean Prouvé's logical, deductive, and above all inventive attitude: a new basic vocabulary, no grandstanding, but something totally unfamiliar, totally new."

**JEAN NOUVEL** 



## **42 JEAN PROUVÉ** 1901–1984

Suspended cabinet, designed for Ferembal House, Nancy, 1948

Painted steel, painted tubular steel, oak, glass.

Cabinet:  $45.7/8 \times 77.1/2 \times 13.5/8$  in (116.4 × 196.7 × 34.7 cm) installation height variable Manufactured by Les Ateliers Jean Prouvé, France. From the production of two.

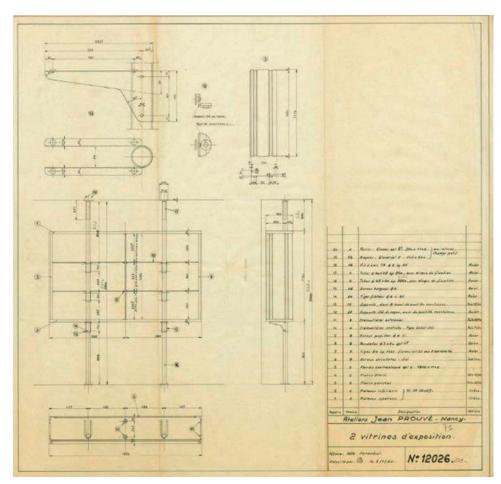
**Estimate** \$60,000-120,000

# PROVENANCE

Ferembal House, Nancy

### LITERATURE

Galerie Patrick Seguin, *Jean Prouvé, Vol. 2*, Paris, 2007, illustrated p. 462 Galerie Patrick Seguin, *Jean Prouvé and Jean Nouvel: Ferembal House*, Paris, 2011, illustrated pp. 210, 211 for a technical drawing



Technical drawing for the present example



## **43 JEAN PROUVÉ** 1901–1984

Unique suspended cabinet, designed for Ferembal House, Nancy, 1948 Painted steel, painted tubular steel, oak, glass.  $24\,3/4\times97\times21\,5/8\ \text{in}\ (63\times246.4\times55\ \text{cm})\ \text{installation height variable}$  Manufactured by Les Ateliers Jean Prouvé, France.

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

### PROVENANCE

Ferembal House, Nancy

### LITERATURE

Galerie Patrick Seguin, *Jean Prouvé, Vol. 2*, Paris, 2007, illustrated p. 462 Galerie Patrick Seguin, *Jean Prouvé and Jean Nouvel: Ferembal House*, Paris, 2011, illustrated and for a technical drawing p. 215



Present lot in situ at Ferembal House



### PROPERTY OF A PRIVATE NEW YORK COLLECTOR

#### **44 AXEL JOHANN SALTO** 1889–1961

Fruit-form vase, 1949

Stoneware, Sung glaze.

12 1/2 in (31.8 cm) high

Produced by Royal Copenhagen, Denmark. Crown and 'ROYAL COPENHAGEN DENMARK' stamp in green under the glaze with painted blue wave mark, incised in the body 'SALTO' and 'G 80 1/2'.

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

### PROVENANCE

Antik, New York, 1999

#### **EXHIBITED**

'Forces of Nature: Axel Salto: Ceramics & Drawings', Antik, New York, October 28– November 18, 1999

### LITERATURE

Axel Salto, *Den Spirende Stil*, Copenhagen, 1949, illustrated p. 90 *Forces of Nature: Axel Salto: Ceramics & Drawings*, exh. cat., Antik, New York, 1999, illustrated p. 11



Study for 'Fruit-shaped vase' by Axel Johann Salto, circa 1949

"Nature, singing, has hundreds of voices."

AXEL JOHANN SALTO



## **45 POUL HENNINGSEN** 1894–1967

Tilting lamp, type 2/1 shades, circa 1936
Opaque brass, patinated tubular brass, colored glass, Bakelite, metal.
17 in (43.2 cm) fully extended
Manufactured by Louis Poulsen, Denmark. Light fixture embossed with 'PH lamp' and 'Patented', shade fitting impressed 'P.H.-1/PATENTED'.

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

#### LITERATURE

Tina Jørstian and Poul Erik Munk Nielsen, eds., *Light Years Ahead, The Story of the PH Lamp*, Copenhagen, 1994, p. 186 for a detail, p. 187



### PROPERTY OF A GENTLEMAN

### 46 JEAN-MICHEL FRANK 1895–1941

Side chair, circa 1929

Straw marquetry-veneered wood, fabric.

 $27 \times 173/8 \times 201/4$  in (68.7 × 44 × 51.5 cm)

Together with a certificate of authenticity from the Comité Jean-Michel Frank.

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

#### PROVENANCE

Galerie Vallois, Paris, 2001

#### LITERATURE

'A Twentieth-Century Apartment', *Vogue*, August 3, 1929, p. 33 for a similar example

'Une décoration française à San Francisco. Chez M. Templeton Crocker', *Art et Industrie*,

Paris, May 1930, p. 15 for a similar example

Patricia Bayer, Art Deco Interiors: Decoration and Design Classics of the 1920s and 1930s,

London, 1990, p. 94

Leopold Diego Sanchez, *Jean-Michel Frank*, Paris, 1997, pp. 70, 76, 130

Pierre-Emmanuel Martin-Vivier, *Jean-Michel Frank*, Paris, 2006, p. 130 for a similar example





# PROPERTY FROM AN IMPORTANT NEW YORK COLLECTION

## **47 JEAN ROYÈRE** 1902–1981

Large 'Tour Eiffel' wall light, circa 1948 Painted tubular metal, painted metal, paper shades.  $16\times71\times11$  1/2 in (40.6 × 180.3 × 29.2 cm)

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

### PROVENANCE

Galerie Patrick Seguin, Paris, 2008

# LITERATURE

Catherine and Stéphane de Beyrie and Jacques Ouaiss, Jean Royère, New York, 2000, pp. 14–27 for the motif

Pierre-Emmanuel Martin-Vivier, *Jean Royère*, Paris, 2002, pp. 128–31 for the motif



"I take the material directly and just start making and designing through the making — it's really risky but to me it's a more enjoyable process..."

# HIROSHI SUZUKI

#### PROPERTY OF A PRIVATE NEW YORK COLLECTOR

### 48 HIROSHI SUZUKI b. 1961

'Miyabi-Fire V' vase, 2006

Hammer raised and chased fine silver.

11 1/2 in (29.2 cm) high, 9 1/2 in (24.1 cm) diameter

Underside marked with artist's initials 'HS', '999', London town mark and 'g'.

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

#### PROVENANCE

Adrian Sassoon, London, 2006

#### IITERATURE

Timothy Schroder, Hiroshi Suszuki, London, 2010, pp. 60 and 61 for an illustration



Hiroshi Suzuki, Studio, The Harley Foundation, Wellbeck Estate, Nottinghampshire





Rare demountable chair, model no. CB22, 1947 Oak, oak-laminated plywood, tubular aluminum, brass. 31 1/2  $\times$  15 3/4  $\times$  18 1/2 in (80  $\times$  40  $\times$  47 cm) Manufactured by Les Ateliers Jean Prouvé, France.

## **Estimate** \$25,000-45,000

### PROVENANCE

Camion Family, Limoges, France

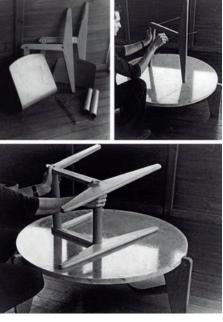
### LITERATURE

Peter Sulzer, *Jean Prouvé: Œuvre Complète, Volume 3: 1944–1954*, Basel, 2005, pp. 154–55, nos. 1134.3,1-2 including technical drawings Galerie Patrick Seguin, *Jean Prouvé, Vol. 2*, Paris, 2007, pp. 234, 254–59





In 1947, Les Ateliers Jean Prouvé revisited their wartime research into the construction of new wood or metal knockdown chair. Because of a continuing shortage of metal or, perhaps, the rapid expansion of the private home market, the initial emphasis was on a wooden model that gradually replaced the 'tout bois' chair. The arrival of a "do-it-yourself chair" was announced by Jean Prouvé during the Meubles de France competition in 1947. The CB 22 demountable wooden chair comprises two solid wood lateral bases held together by two braces—threaded shanks inside metal tubes bolted on the outside. One early version was quite complicated to assemble, especially in respect of the mortise and tenon attachment of the molded plywood back and seat to the frame. The definitive model was simpler, and stresses the knockdown character of the chair with metal washers at the assembly points. The front washers were in some cases extended along the leg by a plate. The back and seat were initially fixed to the frame with screws, then with tapped studs. The tubes protecting the braces are of steel or aluminum. The CB 22 chair, then the chair No 301, symbolically shown disassembled on the cover of the Ateliers Jean Prouvé furniture catalog in 1951, was manufactured until 1953.



Present model being assembled



# **50 JEAN PROUVÉ** 1901–1984

Rare demountable chair, model no. CB22, 1947 Oak, oak-laminated plywood, tubular aluminum, brass. 31  $1/2 \times 15$   $3/4 \times 18$  1/2 in (80 × 40 × 47 cm) Manufactured by Les Ateliers Jean Prouvé, France.

# **Estimate** \$25,000-45,000

# PROVENANCE

Camion Family, Limoges, France







## **GUIDE FOR PROSPECTIVE BUYERS**

## **BUYING AT AUCTION**

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

## **CONDITIONS OF SALE**

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

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## 1 PRIOR TO AUCTION

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

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

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

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

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

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The seller of lots with this symbol has been guaranteed a minimum price. The guarantee may be provided by Phillips de Pury & Company, by a third party or jointly by us and a third party. Phillips de Pury & Company and third parties providing or participating in a guarantee may benefit financially if a guaranteed lot is sold successfully and may incur a loss if the sale is not successful. A third party guarantor may also bid for the guaranteed lot and may be allowed to net the financial remuneration received in connection with the guarantee against the final purchase price if such party is the successful bidder.

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#### 2 BIDDING IN THE SALE

## **Bidding at Auction**

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

#### **Bidding in Person**

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

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## Absentee Bids

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

## **Employee Bidding**

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

## **Bidding Increments**

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

\$50 to \$1,000 by \$50 s \$1,000 to \$2,000 by \$100 s \$2,000 to \$3,000 by \$200 s \$3,000 to \$5,000 by \$200 s, 500, 800 (i.e. \$4,200, 4,500, 4,800)

\$5,000 to \$10,000 by \$500s \$10,000 to \$20,000 by \$1,000s \$20,000 to \$30,000 by \$2,000s

\$30,000 to \$50,000 by \$2,000s, 5,000, 8,000

\$50,000 to \$100,000 by \$5,000s \$100,000 to \$200,000 by \$10,000s

above \$200,000 auctioneer's discretion

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

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# EVENING EDITIONS LONDON

AUCTION 27 FEBRUARY 2013
HOWICK PLACE LONDON SW1P 1BB
Deadline 14 DECEMBER 2012

## Robert Kennan

Head of Sales, London rkennan@phillipsdepury.com +44 20 7318 4079

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ANDY WARHOL Flowers (F&S 68), 1970 (detail)

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

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

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

### **Export and Import Licenses**

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

## **Endangered Species**

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

# **CONDITIONS OF SALE**

The Conditions of Sale and Authorship Warranty set forth below govern the relationship between bidders and buyers, on the one hand, and Phillips 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 directly, in which case we will act in a principal capacity as a consignor, or a company affiliated with Phillips de Pury & Company may own a lot, in which case we will act as agent for that company, or Phillips de Pury & Company or an affiliated company may have a legal, beneficial or financial interest in a lot as a secured creditor or otherwise.

## **3 CATALOGUE DESCRIPTIONS AND CONDITION OF PROPERTY**

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

- (a) The knowledge of Phillips 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) By participating in the auction, whether in person, by absentee bid or on the telephone, each prospective buyer represents and warrants that any bids placed by such person, or on such person's behalf, are not the product of any collusive or other anti-competitive agreement and are otherwise consistent with federal and state antitrust law.
- (f) Arranging absentee and telephone bids is a free service provided by Phillips 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.
- (g) 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. Phillips de Pury & Company shall have no liability whatsoever for any such action taken by the auctioneer. If any dispute arises after the sale, our sale record is conclusive. The auctioneer may accept bids made by a company affiliated with Phillips de Pury & Company provided that the bidder does not know the reserve placed on the lot.

- (c) The auctioneer will commence and advance the bidding at levels and in increments he or she considers appropriate. In order to protect the reserve on any lot, the auctioneer may place one or more bids on behalf of the seller up to the reserve without indicating he or she is doing so, either by placing consecutive bids or bids in response to other bidders. If a lot is offered without reserve, unless there are already competing absentee bids, the auctioneer will generally open the bidding at 50% of the lot's low pre-sale estimate. In the absence of a bid at that level, the auctioneer will proceed backwards at his or her discretion until a bid is recognized and will then advance the bidding from that amount. Absentee bids on no reserve lots will, in the absence of a higher bid, be executed at approximately 50% of the low pre-sale estimate or at the amount of the bid if it is less than 50% of the low pre-sale estimate. If there is no bid whatsoever on a no reserve lot, the auctioneer may deem such lot unsold.
- (d) The sale will be conducted in US dollars and payment is due in US dollars. For the benefit of international clients, pre-sale estimates in the auction catalogue may be shown in pounds sterling and/or euros and, if so, will reflect approximate exchange rates. Accordingly, estimates in pounds sterling or euros should be treated only as a guide.
- (e) Subject to the auctioneer's reasonable discretion, the highest bidder accepted by the auctioneer will be the buyer and the striking of the hammer marks the acceptance of the highest bid and the conclusion of a contract for sale between the seller and the buyer. Risk and responsibility for the lot passes to the buyer as set forth in Paragraph 7 below.
- (f) If a lot is not sold, the auctioneer will announce that it has been "passed," "withdrawn," "returned to owner" or "bought-in."
- (g) Any post-auction sale of lots offered at auction shall incorporate these Conditions of Sale and Authorship Warranty as if sold in the auction.

## **6 PURCHASE PRICE AND PAYMENT**

(a) The buyer agrees to pay us, in addition to the hammer price of the lot, the buyer's premium and any applicable sales tax (the "Purchase Price"). The buyer's premium is 25% of the hammer price up to and including \$50,000, 20% of the portion of the hammer price

above \$50,000 up to and including \$1,000,000 and 12% of the portion of the hammer price above \$1,000,000. Phillips de Pury & Company reserves the right to pay from our compensation an introductory commission to one or more third parties for assisting in the sale of property offered and sold at auction.

- (b) Sales tax, use tax and excise and other taxes are payable in accordance with applicable law. All prices, fees, charges and expenses set out in these Conditions of Sale are quoted exclusive of applicable taxes. Phillips de Pury & Company will only accept valid resale certificates from US dealers as proof of exemption from sales tax. All foreign buyers should contact the Client Accounting Department about tax matters.
- (c) Unless otherwise agreed, a buyer is required to pay for a purchased lot immediately following the auction regardless of any intention to obtain an export or import license or other permit for such lot. Payments must be made by the invoiced party in US dollars either by cash, check drawn on a US bank or wire transfer, as follows:
- (i) Phillips de Pury & Company will accept payment in cash provided that the total amount paid in cash or cash equivalents does not exceed US\$10,000. Buyers paying in cash should do so in person at our Client Accounting Desk at 450 West 15th Street, Third Floor, during regular weekday business hours.
- (ii) Personal checks and banker's drafts are accepted if drawn on a US bank and the buyer provides to us acceptable government issued identification. Checks and banker's drafts should be made payable to "Phillips de Pury & Company LLC." If payment is sent by mail, please send the check or banker's draft to the attention of the Client Accounting Department at 450 West 15th Street, New York, NY 10011 and make sure that the sale and lot number is written on the check. Checks or banker's drafts drawn by third parties will not be accepted.
- (iii) Payment by wire transfer may be sent directly to Phillips de Pury & Company. Bank transfer details:

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

Please reference the relevant sale and lot number.

- (d) As a courtesy to clients, Phillips de Pury & Company will accept American Express, Visa and Mastercard to pay for invoices of \$10,000 or less.
- (e) 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) The buyer must arrange for collection of a purchased lot within seven days of the date of the auction. Promptly after the auction, we will transfer all lots to our warehouse located at 29-09 37th Avenue in Long Island City, Queens, New York. All purchased lots should be collected at this location during our regular weekday business hours. As a courtesy to clients, Phillips 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) seven 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. We will not release purchased lots to the buyer until all such charges have been paid in full.

(b) If a purchased lot is paid for but not collected within six months of the auction, the buyer authorizes Phillips 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 seven 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; (viii) set off the outstanding amount remaining  $unpaid\ by\ the\ buyer\ against\ any\ amounts\ which\ we\ or\ any\ of\ our\ affiliated\ companies\ may$ owe the buyer in any other transactions; (ix) release the name and address of the buyer to the seller to enable the seller to commence legal proceedings to recover the amounts due and legal costs; or (x) take such other action as we deem necessary or appropriate.

- (b) As security to us for full payment by the buyer of all outstanding amounts due to Phillips 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. As a courtesy to clients, Phillips de Pury & Company has marked in the catalogue lots containing potentially regulated plant or animal material, but we do not accept liability for errors or for failing to mark lots containing protected or regulated species.

#### 12 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 described in headings in **BOLD** or **CAPITALIZED** type for a period of five years from date of sale by Phillips de Pury & Company, subject to the exclusions and limitations set forth below.

- (a) Phillips de Pury & Company gives this Authorship Warranty only to the original buyer of record (i.e., the registered successful bidder) of any lot. This Authorship Warranty does not extend to (i) subsequent owners of the property, including purchasers or recipients by way of gift from the original buyer, heirs, successors, beneficiaries and assigns; (ii) property where the description in the catalogue states that there is a conflict of opinion on the authorship of the property; (iii) property where our attribution of authorship was on the date of sale consistent with the generally accepted opinions of specialists, scholars or other experts; (iv) property whose description or dating is proved inaccurate by means of scientific methods or tests not generally accepted for use at the time of the publication of the catalogue or which were at such time deemed unreasonably expensive or impractical to use or likely in our reasonable opinion to have caused damage or loss in value to the lot; or (v) there has been no material loss in value of the lot from its value had it been as described in the heading of the catalogue entry.
- (b) In any claim for breach of the Authorship Warranty, Phillips 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. Phillips de Pury & Company has discretion to waive any of the foregoing requirements.
- (d) The buyer understands and agrees that the exclusive remedy for any breach of the Authorship Warranty shall be rescission of the sale and refund of the original Purchase Price paid. This remedy shall constitute the sole remedy and recourse of the buyer against Phillips 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 or equity. This means that none of Phillips de Pury & Company, any of our affiliated companies or the seller shall be liable for loss or damage beyond the remedy expressly provided in this Authorship Warranty, whether such loss or damage is characterized as direct, indirect, special, incidental or consequential, or for the payment of interest on the original Purchase Price.

## PHILLIPS de PURY & COMPANY

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Simon de Pury

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Michael McGinnis

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## **SALE INFORMATION**

## **AUCTION**

# 450 PARK AVENUE NEW YORK 10022

11 December 2012, 4pm

## VIEWING

# 450 PARK AVENUE NEW YORK 10022

5-11 December Monday - Saturday 10am-6pm

## SALE DESIGNATION

Sunday 12pm-6pm

In sending in written bids or making enquiries please refer to this sale as NY050312 or Design Masters

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