



December is

Design.











Design Masters New York, 15 December 2015

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450 Park Avenue New York 10022

Auctions

15 December 2015 at 5pm

Viewing

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Chiesa
Royère
Pomodoro
Giacometti
Arad
Brandt
Newson
Coper

301. Pietro Chiesa 1892-1948

Rare chest of drawers, circa 1938 Macassar ebony-veneered wood, walnut, mirrored glass, nickel-plated brass. $34\frac{1}{4} \times 54\frac{7}{8} \times 22$ in. (87 x 139.4 x 55.9 cm) Produced by Fontana Arte, Milan, Italy.

Estimate

\$80,000-120,000

Provenance

Private collection, Milan

Literature

Franco Deboni, Fontana Arte: Gio Ponti, Pietro Chiesa, Max Ingrand, Turin, 2012, fig. 187



"I despise creating useful objects," declared Pietro Chiesa, although we cannot know if he barked this aversion or whispered it. On January 1, 1934, Chiesa became the creative director of the newly formed Milanese design firm Fontana Arte and out poured paradox—lamps, tables, desks, frames, vases—a stream of useful objects which garnered gold medals at international exhibitions throughout the decade and which won the designer the Legion of Honour in 1937. Among Chiesa's most glorious works, his mirrored glass cabinets of the mid-to-late 1930s best illustrate the romance inherent in his contradictory nature. To borrow from Franco Deboni (Fontana Arte: Gio Ponti, Pietro Chiesa, Max Ingrand, Allemandi, Turin, 2012), a "gust of modernism" blows across the Macassar-veneered face of the present lot, lulling its Art Deco undulations. Or perhaps the opposite is true: the irrepressible vigor of its decoration pushes its rectilinear nature out of bounds. Either way, the chest holds in its frame what the Italians call un altro da se, another self.

"A master of great works, an exquisite artist, [Pietro Chiesa] shows himself to be a man of great taste."

Gio Ponti



302. Jean Royère 1902-1981

"Ours Polaire" armchair, 1950s Fabric, painted oak. 28 x 39½ x 35½ in. (71.1 x 100.3 x 90.2 cm)

Estimate

\$160,000-220,000

Provenance

Commissioned from the designer, Paris, 1950s Private collection Acquired from the above by the present owner, circa 1999

Literature

René Chavance, "Les aménagements nouveaux de Jean Royère et les réflexions qu'ils inspirent," Mobilier et Décoration, no. 8, 1956, p. 21
Jean Royère: Décorateur à Paris, exh. cat., Musée des Arts Décoratifs, Paris, 1999, throughout
Pierre-Emmanuel Martin-Vivier, Jean Royère, Paris, 2002, throughout
Galerie Jacques Lacoste and Galerie Patrick Seguin,
Jean Royère, Volumes 1 and 2, Paris, 2012, throughout

Jean Royère's greatest attributes—volume, flow, and humor—coalesced in his most iconic design, the Ours Polaire, which he conceived as a sofa in 1947, the same year couturier Christian Dior debuted the rounded shoulders and full skirts of his first collection, the "New Look". The voluptuousness and congenial curves of Royère's own new look soften our understanding of what at midcentury must have been a radical departure from both the starkness of modernism and the relative restraint of Art Deco. Although the present model draws from both precursors, its reductive plumpness swelled from Royère's imagination as an unprecedented biomorph. Royère introduced Ours Polaire sofas in 1947 in both his own family's Paris apartment at 234, rue du Faubourg Saint-Honoré, and at "La Résidence Française", a Paris exhibition organized by the magazine Art et Industrie. He employed armchairs (the present model) in major private commissions throughout the 1950s.



303. Giò Pomodoro 1930-2002

Unique necklace, circa 1972 18K yellow gold, 18K white gold, lapis lazuli. 15¼ in. (38.7 cm) long, 72.6 g. Incised with *Giò Pomodoro*. Together with the original drawing and certificate from the Archivio Giò Pomodoro.

Estimate

\$20,000-25,000

Provenance

Galeria Documenta, São Paulo, 1972 Angela Maria Miroglio, Italy, acquired from the above Thence by descent Acquired from the above by the present owner

Exhibited

"Giò Pomodoro: Ornamentos," Galeria Documenta, São Paulo, December 7-20, 1972



Giò Pomodoro's drawing accompanying the present lot.





Property from a Private European Collection

304. Edward William Godwin 1833-1886

"Coffee table," designed circa 1867, produced 1860s-1880s Ebonized mahogany. 27¼ x 15½ x 15½ in. (69.2 x 40.3 x 40.3 cm) Produced by William Watt, London.

Estimate

\$20,000-30,000

Provenance

Haslam & Whiteway, London

Literature

Art Furniture, from Designs by E.W. Godwin, F.S.A., and Others, with Hints and Suggestions on Domestic Furniture and Decoration by William Watt, New York, 1978, reprint of the 1877 edition, pl. 15 Elizabeth Aslin, E.W. Godwin: Furniture and Interior Decoration, London, 1986, p. 51, pl. no. 18 Susan Weber Soros, The Secular Furniture of E.W. Godwin with Catalogue Raisonné, New York, 1999, p. 88, cat. no. 107.1 for an advertisement, p. 143, cat. no. 207

The present model "coffee table" was originally designed by E.W. Godwin for his personal use, around 1866-1867, and later produced commercially by William Watt. Godwin created a number of table designs for William Watt during the 1860s and 1870s that gained popularity for their light forms and exotic designs. Produced until the 1880s, the present design was one of the most popular and illustrated often in William Watt advertisements, including the 1878 catalogue *Art Furniture*.

A leader in the aesthetic movement in England, Godwin drew on influences from India, the Middle East, China and Japan. Godwin's furniture is characterized by an amalgamation of styles and reflects his varied antiquarian interests from eighteenth-century Jacobean and early English furniture to restrained Japanese forms. The present coffee table was inspired by depictions of Egyptian furniture that Godwin sketched at the British Museum, as evidenced by the angled stretchers that support the lower square shelf. In a typical pairing of Eastern and Near-Eastern influences, an ebonized finish mimics that of traditional Japanese furniture, and reflects the Aesthetic movement's preference for a visible wood grain.

Property from a Private Collection, Japan

305. Diego Giacometti 1902-1985

"Table Berceau," second version, designed circa 1970 Patinated bronze, glass. $14\% \times 14\% \times 48\%$ in. (37.8 x 37.8 x 123.2 cm)

Estimate

\$120,000-180,000

Provenance

Private collection, New York Christie's, New York, "Impressionist & Modern Paintings and Sculpture, Part II," May 11, 1989, lot 404 Acquired from the above by the present owner

Literature

Michel Butor, *Diego Giacometti*, Paris, 1985, p. 142 Daniel Marchesseau, *Diego Giacometti*, Paris, 1986, p. 67







The present lot represents an important transition in Ron Arad's œuvre from small-scale workshop production to industrial fabrication. It was one of the very last pieces to be made by Arad and his team in London before he moved his studio to Cantù, Italy. According to Arad, "this piece reflected the transformation of our production and finishing skills from crude to 'state of the art.' We were dangerously close to becoming craftspeople. D-Sofa is more of a virtuoso piece than the earlier volume pieces." The inscription *London-cantù* alludes to this transition, both geographically and conceptually.

Phillips wishes to thank Caroline Thorman from Ron Arad Associates for her assistance with the cataloguing of this lot.



Property of a Private European Collector

306. Ron Arad b. 1951

Prototype "D-Sofa," 1993 Painted mild steel, steel. $40\% \times 83\% \times 36\%$ in. (103.8 x 212.7 x 91.8 cm) Handmade by Ron Arad and the One-Off team in the Chalk Farm studio, London, UK. Number 1 of 3 prototypes for the edition of 20 plus 5 artist's proofs in polished stainless steel. Armrests incised with Ron Arad 93 and PROTOTYPE/London-cantù.

Estimate

\$100,000-150,000

Provenance

Galleria Internos, Milan, 1994 Acquired from the above by the present owner

Exhibited

"Ron Arad Studio," Galleria Internos, Milan, 1994

Literature

Deyan Sudjic, Ron Arad, London, 1999, p. 78 Matthew Collings, Ron Arad talks to Matthew Collings About Designing Chairs, Vases, Buildings and..., London, 2004, pp. 90-91

Marie-Laure Jousset, et al., *Ron Arad: No Discipline*, exh. cat., Centre Georges Pompidou, Paris, 2008, pp. 44-45 for a prototype, p. 46 for a sketch and a sofa from the edition

Sketch for the D-Sofa. Archives Ron Arad Associates, London.







Property from a Private Collection, UK

307. Hans Coper 1920-1981

"Spade" form, circa 1972
Stoneware, layered white porcelain slips and engobes over a body with textured and incised linear designs, the interior with manganese glaze.

12½ in. (30.8 cm) high Impressed with artist's seal.

Estimate

\$30,000-40,000

Provenance

Peter Dingley Gallery, Stratford-upon-Avon, circa 1972 Private collection, UK Thence by descent to the present owner

Literature

Tony Birks, *Hans Coper*, Yeovil, 2013, p. 172 for similar examples



Property from a Private Collection

308. Edgar Brandt 1880-1960

Pair of gates, from the Pavillon de L'Intransigeant, Exposition Internationale, Paris, 1925 Wrought iron, bronze. 88½ x 82½ x 3¼ in. (224.8 x 209.6 x 8.3 cm) Lower edge of each door impressed with MADE IN FRANCE and E. BRANDT.

Estimate

\$80,000-120,000

Provenance

Acquired by John Woodman Higgins for the Higgins Armory Museum, Worcester, Massachusetts, 1935 Deaccessioned by the museum, circa 1991 Sotheby's, New York, "20th Century Decorative Works of Art," June 12, 1998, lot 144 Acquired from the above by the present owner

Exhibited

Pavillon de L'Intransigeant, Exposition Internationale des Arts Décoratifs et Industriels Modernes, Cours-la-Reine, Paris, April-October 1925

Literature

Guillaume Janneau, *Le Fer à l'Exposition Internationale des Arts Décoratifs Modernes*, Paris, 1925, illustrated pl. 2 "Aux Arts Décoratifs," *L'Intransigeant, Le Journal de Paris*, no. 16395, June 25, 1925, illustrated p. 1 Helen Appleton Read, "The Exposition in Paris," *International Studio*, no. 343, November 1925, illustrated p. 97 Sarah Morgan, *Art Deco: The European Style*, London, 1990, illustrated p. 169 Joan Kahr, *Edgar Brandt: Art Deco Ironwork*, Paris, 2010, pp. 105-6, figs. 149-51 for similar examples



"Simple logic and facts therefore bring us to the new models, to the steadfast pursuit of modernism in art."

Edgar Brandt

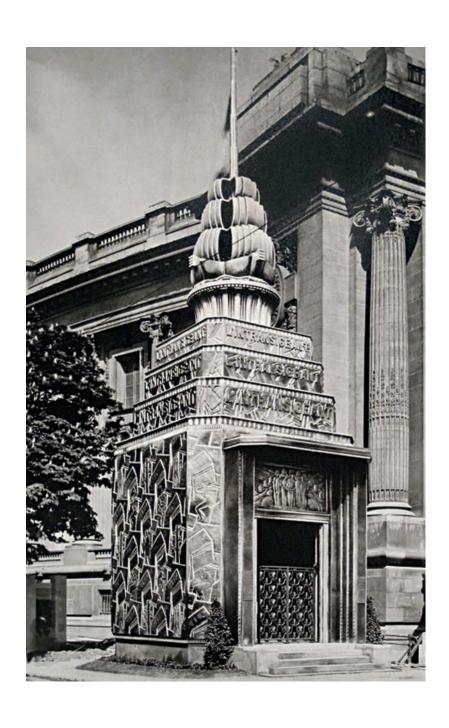
Iln the early 1910s and 1920s, the ironsmith Edgar Brandt was heralded as a twentieth-century Vulcan, responsible for works such as the Mollien Stairway in the Louvre, the Monument of the Unknown Soldier under the Arc de Triomphe and the Bayonet Trench Monument at Verdun. These works and innumerable others, combined with his call for the alignment of art with modern industrial methods, made Brandt the leading ironsmith of his day. Therefore, he was poised to be a leader in planning for the 1925 Exposition Internationale in Paris.

Brandt's work, exhibited at various locations during the fair, was deemed *hors concours* (above the competition). For Émile-Jacques Ruhlmann's Hotel d'un Collectionneur (the House of a Rich Collector), Brandt forged many pieces. The design for the entrance door was memorable and it was very similar to the present pair of gates. These stunning gates were fashioned for a small building at the fair, the pavilion of the influential newspaper *L'Intransigeant*. In the summer of 1924 Brandt provided the entrance door for *L'Intransigeant's* new headquarters on the rue Réamur; therefore it was expedient to have their pavilion at the fair designed by Les Établissments Brandt.

The iron doors offered here have a joyful, sprightly appearance. The design is formed by a half-drop repeat of large and small pleated Egyptian fans enclosed within curved iron bars that end in C-scrolls. These pleated fans mimic lotus flowers, whose alternating sizes give the design a playful aspect. This technique of playing with two sizes of the same motif creates a syncopation that is visually upbeat and pleasing.

Several permutations of this design were forged by the ferronnier (blacksmith). One version, used for the central entrance gate to the exposition, was a portal for vehicles. In 1924 Brandt used another version of the pleated fan motif for the entrance door of couturier Paul Poiret's atelier on the Rond Point des Champs-Elysses. Brandt's reiteration of the Egyptian fans and C-scroll motifs are a testament to his ability to create iconic patterns and themes for his métier.

—**Joan Kahr** author of *Edgar Brandt: Master of Art Deco Ironwork*, Harry N. Abrams, 1999 and *Edgar Brandt: Art Deco Ironwork*, Schiffer Publishing Ltd., 2010



The present lot *in situ*, Pavillon de L'Intransigeant, Exposition Internationale des Arts Décoratifs et Industriels Modernes, Paris, 1925.

Photograph by FR Yerbury. FR Yerbury/ Architectural Association Photo Library. © 2015 Artists Rights Society (ARS), New York/ADAGP, Paris.

Property from a Private Collection, U.S.A.

309. Marc Newson b. 1963

"Extruded Table 3," 2008 Striato Olimpico marble. $31\frac{1}{2} \times 35\frac{1}{2} \times 70\frac{5}{6}$ in. $(80 \times 90.2 \times 179.4 \text{ cm})$ Produced by Marc Newson for Gagosian Gallery. Number 2 from the edition of 10. Metal roundel with incised signature and impressed with Extruded/Olimpico/2 /10.

Estimate

\$100,000-150,000

Provenance

Gagosian Gallery, London Acquired from the above by the present owner, 2008

Literature

Alison Castle, et al., *Marc Newson Works*, Cologne, 2012, pp. 124-25

Marc Newson's "Extruded Table 3" is a conceptual rendering of a process completely at odds with the table's actual production and materiality. Newson was attracted to marble's associations with significant monumental works, high levels of craftsmanship and historic durability. However, as marble cannot be extruded, Newson's adoption of the term is in service to his communication of a two-dimensional idea in a three-dimensional context. With noted similarity to the "Event Horizon" series, these works in marble distill many of the themes present in Newson's earlier work voids, negative versus positive space, and stunning feats of fabrication. He has said "The earlier aluminum works were all about what was going on inside. I was trying to create the illusion that the interior was bigger than the exterior. Now I see that the new marble works are dealing with the same ideas but in different ways." (Marc Newson, exh. cat., Gagosian Gallery, New York, 2007, pp. 71-72)





"Context is new, not materials."

Marc Newson



Prouvé Juhl Godwin Ruhlmann Burton

Property from a Private Collection, Stockholm

310. Finn Juhl 1912-1989

"Chieftain" armchair, circa 1955
Teak, leather.
36¾ x 39¾ x 35 in. (93.3 x 100 x 88.9 cm)
Executed by cabinetmaker Niels Vodder, Copenhagen,
Denmark. Underside branded with NIELS VODDER
CABINETMAKER/COPENHAGEN DENMARK/DESIGN:
FINN JUHL.

Estimate

\$100,000-150,000

Provenance

Arne and Inga Rudberger, Skeppargatan, Stockholm, 1955 Thence by descent to the present owner

Literature

Svend Erik Møller and Viggo Sten Møller, Dansk Møbelkunst, Københavns snedkerlaugs møbeludstilling 1927-1951, Copenhagen, 1951, p. 82
Esbjørn Hiort, Modern Danish Furniture, New York, 1956, pp. 54-55
Eva Hamilton, "Modern design iG Gammal miljö," Svensk DAM, no. 11, March 18, 1964, illustrated p. 41
Grete Jalk, ed., Dansk Mobelkunst gennem 40 aar, Volume 3: 1947-1956, Copenhagen, 1987, pp. 124-25, 233, 311
Esbjørn Hiort, Finn Juhl: Furniture, Architecture, Applied Art, Copenhagen, 1990, front cover, pp. 23, 40-41

The present lot was acquired by the Swedish architect Arne Rudberger after meeting Finn Juhl at "H55," the 1955 world's fair in Helsingborg, Sweden.



The present lot in situ, the home of Arne and Inga Rudberger, Skeppargatan, Stockholm, illustrated in Svensk DAM, 1964.









311. Jean Prouvé 1901-1984

"6x6" demountable house, circa 1944-1945 Steel, painted steel, wood, painted wood, aluminum, glass. $118\frac{3}{4} \times 236 \times 236$ in. (301.5 x 600 x 600 cm) Manufactured by Les Ateliers Jean Prouvé, Nancy, France.

Estimate

\$1,000,000-1,500,000

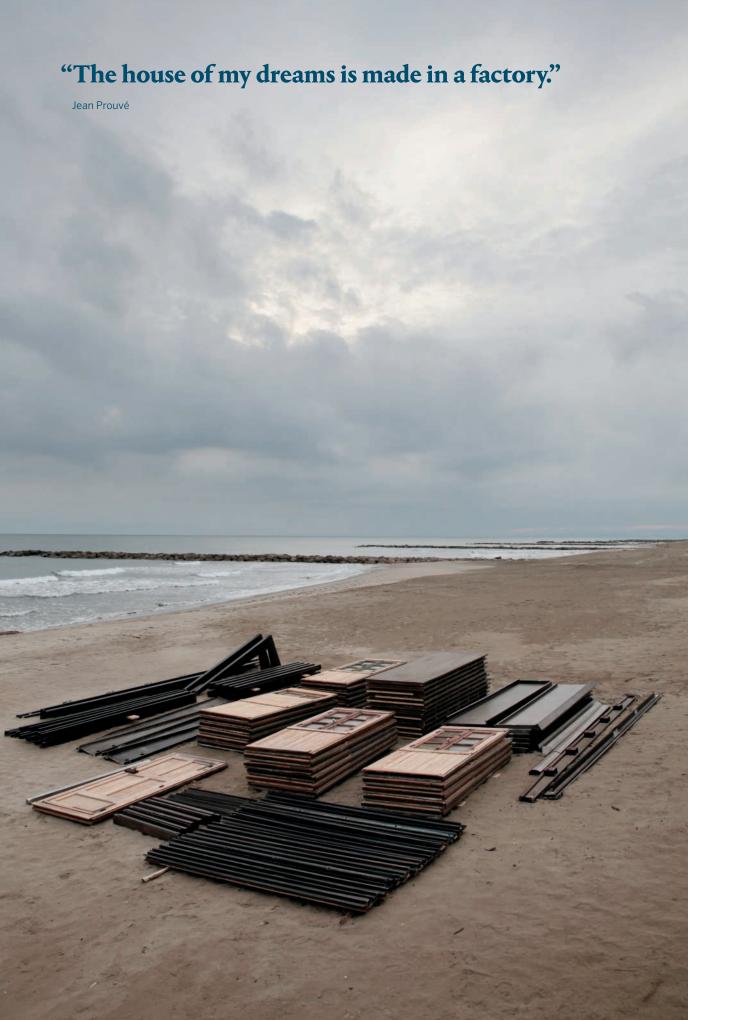
Provenance

Lorraine, France Galerie Patrick Seguin, Paris

Literature

"Pavillon 6x6, Fabriqué en Série pour le Ministère de la Reconstruction par Jean Prouvé," L'Architecture d'aujourd'hui, July, 1945, p. 57
Peter Sulzer, Jean Prouvé: Œuvre Complète/Complete Works, Volume 3: 1944-1954, Basel, 2005, p. 28, figs. 1-3, pp. 46-49, figs. 975-975.2 for images and technical drawings
Catherine Coley, Jean Prouvé: Maison Démontable 6x6
Demountable House, Galerie Patrick Seguin, Paris, 2013, throughout for images and technical drawings
Forthcoming: Jean Prouvé, 6x6 Demountable house.
Adaptation Rogers Stirk Harbour + Partners, Edition Galerie Patrick Seguin.

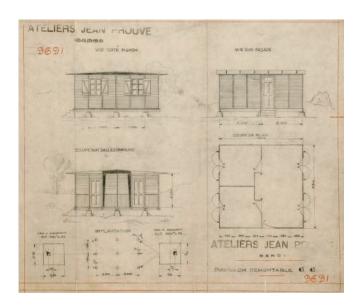












Ateliers Jean Prouvé— Demountable house 6x6, presentation drawing, no. 9691, May 1945.

© Archives departementales de Meurthe-et-Moselle, fonds des ateliers Jean Prouvé.

Jean Prouvé conceived the present design for a 6x6 meter demountable house as a structure to house French citizens of Lorraine and Franche-Comté displaced by World War II. Like Jean Prouvé's wartime designs for temporary transportable buildings, the 6x6 was based on an axial frame and was produced in modular elements that could be assembled in just one day. It could be demounted and re-assembled multiple times. The frame elements were made in steel and due to the continuing wartime metal shortages the panels and floor were made in wood.

Although Raoul Dautry, the French minister of Reconstruction and Urban Development, ordered 800 demountable houses, only about 400 were produced, of which a handful are known to have survived. The houses served as short-term shelters and production stopped when the French government chose to focus on permanent reconstruction efforts.

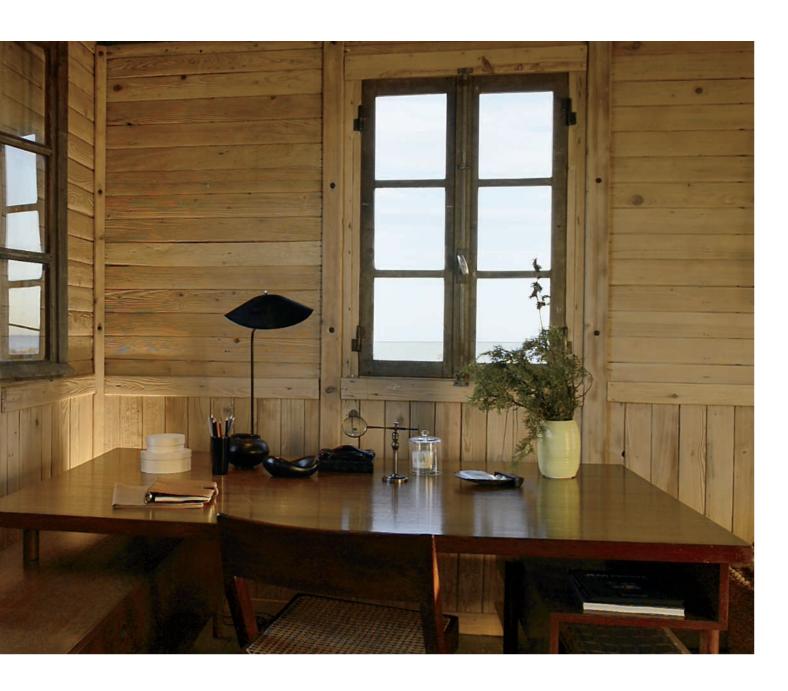
These houses represent the height of Prouvé's rationalist and functionalist ideals: mass-production, logical material choices and consistent engineering. Prouvé was typically modest in describing his success with pre-fabricated housing: "I didn't invent an architectural system, I made it. I didn't invent forms, I made an architectural system that had forms. I made it using bent sheet steel because I had the steel and the presses to bend it with. It's as simple as that." Le Corbusier was more direct about his friend and colleague's accomplishments, saying of Prouvé in 1954: "His postwar work has left its mark everywhere, decisively."



Jean Prouvé, interior view of the 6x6 demountable house. © 2015 Artists Rights Society (ARS), New York/ADAGP, Paris.

Jean Prouvé, 6x6 demountable house. Private collection, Var, France. © 2015 Artists Rights Society (ARS), New York/ ADAGP, Paris.

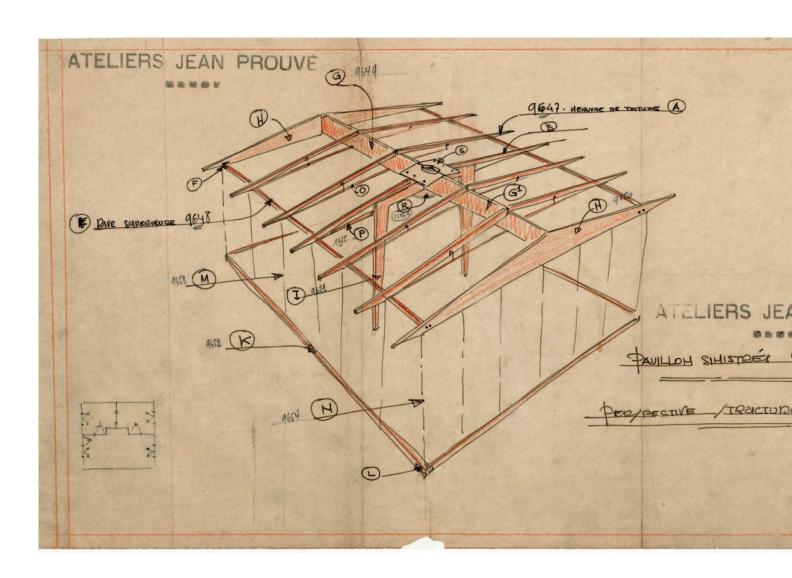






Jean Prouvé, 6x6 demountable house, 1944, private collection, Seoul, Korea.

© 2015 Artists Rights Society (ARS), New York/ADAGP, Paris.



Jean Prouvé, 6x6 demountable house being assembled, 1944.

© Fonds Jean Prouvé, Bibliothèque Kandinsky,Centre Georges Pompidou. © 2015 Artists Rights Society (ARS), New York/ADAGP, Paris.





Ateliers Jean Prouvé, 6x6 demountable house, axonometric drawing of structure, plan no. 9656, April 1945.

© Archives departementales de Meurthe-et-Moselle, fonds des ateliers Jean Prouvé. © 2015 Artists Rights Society (ARS), New York/ADAGP, Paris.



Above: Jean Prouvé, interior view of the 6x6 demountable house.

Opposite: Jean Prouvé, the present 6x6 demountable house.

Both © 2015 Artists Rights Society (ARS), New York/ADAGP, Paris.



"Each assembly team—four specialists—left the factory in the morning in a truck carrying the components of a complete house. They were back the same evening, with the work finished and the house occupied."

Jean Prouvé







Property from a Private Collection, New York

312. Scott Burton 1939-1989

Pair of "Two Curve Chairs," 1989 Lacquered hot-rolled steel. $35\% \times 21 \times 26\%$ in. (90.2 x 53.3 x 67.3 cm) Two lifetime works: prototype 1 and number 1 from the edition of 10 plus 1 prototype.

Estimate

\$50,000-70,000

Provenance

Max Protetch Gallery, New York Acquired from the above by the present owner

Exhibited

"Scott Burton," Paul Kasmin Gallery, New York, May 7-June 20, 2015

Literature

Ana Maria Torres, *Scott Burton*, exh. cat., Institut Valencià d'Art Modern, Valencia, Spain, 2004, p. 231
Barbara Bloemink and Joseph Cunningham, *Design ≠ Art: Functional Objects from Donald Judd to Rachel Whiteread*, exh. cat., Cooper-Hewitt National Design Museum, New York, 2004, pp. 45, 176, fig. 165



313. Jean Prouvé 1901-1984

Cabinet, 1950s Painted aluminum, aluminum, painted steel, oak. $37 \times 63 \times 22\%$ in. (94 x 160 x 56.5 cm) Manufactured by Les Ateliers Jean Prouvé, Nancy, France.

Estimate

\$100,000-150,000

Provenance

Les Ateliers Jean Prouvé, Nancy Acquired from the above by an employee of Jean Prouvé, circa 1958 Thence by descent

Literature

Peter Sulzer, Jean Prouvé: Œuvre Complète/Complete Works, Volume 3: 1944-1954, Basel, 2005, p. 171, fig. 1145.3,1 for a drawing, fig. 1145.3,2 for a similar example, p. 173, fig. 1145.5 for a 1956 Steph Simon prospectus Galerie Patrick Seguin, Jean Prouvé, Volume 2, Paris, 2007, p. 460 for similar examples







Property from a Private Collection

314. Jean Prouvé 1901-1984

Rare "Potence" pivoting wall light, model no. 602, from the Air France office, Brazzaville, Congo, circa 1952 Painted steel, oak, steel wire, rubber. $44 \times 4 \times 100$ in. (111.8 $\times 10.2 \times 254$ cm)

Estimate

\$50,000-70,000

Provenance

Air France office, Brazzaville, Congo Galerie Jousse Seguin, Paris Acquired from the above by the present owner, 1997

Literature

Peter Sulzer, Jean Prouvé: Œuvre Complète/Complete Works, Volume 3: 1944-1954, Basel, 2005, p. 169, fig. 1144.4,1 Galerie Patrick Seguin, Jean Prouvé, Volume 2, Paris, 2007, p. 460 for similar examples Laurence Bergerot and Patrick Seguin, eds., Jean Prouvé, Volume 2, Galerie Patrick Seguin and Sonnabend Gallery Paris and New York, 2007, pp. 371, 375, 376

315. Émile-Jacques Ruhlmann 1879-1933

"Basse-Boule" low table, model no. 1110NR, circa 1928 Mahogany, mahogany-veneered wood. $16\% \times 57\% \times 30\%$ in. $(42.2 \times 146.1 \times 77.5 \text{ cm})$ Underside branded with Ruhlmann , inscribed with Rue Las Cases in chalk and impressed O.

Estimate

\$180,000-240,000

Provenance

Henri Bernstein, Paris, by repute Thence by descent to his niece

Literature

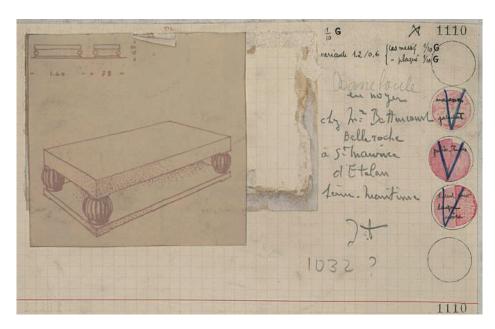
Florence Camard, *Ruhlmann*, Paris, 1983, pp. 99, 193 Florence Camard, *Ruhlmann: Master of Art Deco*, New York, 1984, pp. 99, 193, 282 Emmanuel Bréon, *Jacques-Émile Ruhlmann: The Designer's Archives, Book One*, Furniture, Paris, 2004, p. 114 Florence Camard, *Jacques Émile Ruhlmann*, New York, 2011, p. 139



"To create something that lasts, the first thing is to want to create something that lasts forever."

Émile-Jacques Ruhlmann

The drawing for the present coffee table is recorded in the reference album "Sièges, lits, guéridons, tables" (inventory number 2002.18.12), and its earlier variant in "Sièges, lits, divans, tables, bureau, meubles" (inventory number 2002.18.15) held by the Ruhlmann Archives at the Musée des Années Trente, Boulogne Billancourt, Paris. The "Basse-Boule" form is recorded in the residence of Fernande Cabanel and in the sets for "Christine," a play by Paul Géraldy which debuted at the Comédie-Française in 1932.



Émile-Jacques Ruhlmann, drawing "no. 1110 in reference album Sièges, lits, divans, tables, bureau, meubles," circa 1928.



Property from a Private European Collection

316. Attributed to Edward William Godwin

1833-1886

Corner cabinet, circa 1873 Ebonized mahogany, beveled mirrored glass, inset gilt-decorated panels, brass. $84\times33^3\!\!/\,x\ 231\!\!/\,i\,\text{in.}\ (213.4\times85.7\times59.1\,\text{cm})$ Probably produced by Collinson & Lock, London.

Estimate

\$80,000-120,000

Provenance

H. Blairman & Sons Ltd, London

Literature

Harvey Pitcher, Muir & Mirrielees: The Scottish Partnership that became a Household Name in Russia, Cromer, 1994, p. 100, fig. 18 for a similar example
Susan Weber Soros, The Secular Furniture of E.W. Godwin with Catalogue Raisonné, New York, 1999, p. 206, cat. no. 330

An identical corner cabinet, attributed to E.W. Godwin, is on loan and public view at the Delaware Art Museum.



Rie Greene & Greene Nakashima

317. George Nakashima 1905-1990

"Conoid" dining table, 1971
Book-matched American black walnut, five East Indian rosewood butterfly keys. $28\frac{1}{2} \times 107\frac{6}{6} \times 55$ in. $(72.4 \times 274 \times 139.7$ cm)
Underside inscribed in black marker with Jacobson.
Together with a copy of the original order card.

Estimate

\$70,000-90,000

Provenance

Mr. and Mrs. Robert Jacobson, Staten Island, New York, acquired directly from the designer, 1971

Literature

George Nakashima, *The Soul of a Tree: A Woodworker's Reflections*, Tokyo, 1981, p. 185 for a drawing Mira Nakashima, *Nature, Form & Spirit: The Life and Legacy of George Nakashima*, New York, 2003, pp. 147, 174, 223 for similar examples







Property from a German Collection

318. Lucie Rie 1902-1995

Conical bowl, circa 1978
Porcelain, golden manganese glaze, radiating inlaid and sgraffito design.
85% in. (21.9 cm) diameter
Impressed with artist's seal.

Estimate

\$25,000-35,000

Provenance

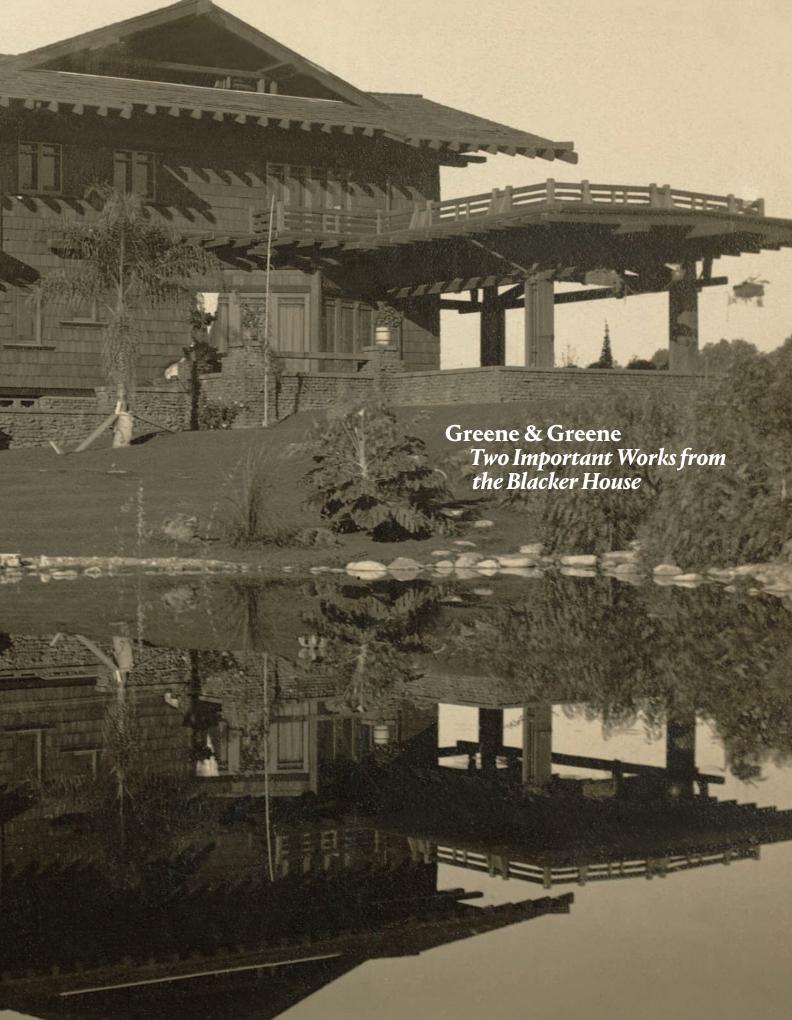
Private collection, Germany
Thence by the descent to the present owner

Literature

Tony Birks, *Lucie Rie*, Yeovil, 2009, p. 185 for a similar example







Property of an Important American Collector

319. Greene & Greene

Charles Sumner Greene and Henry Mather Greene 1868-1957, 1870-1954

Chiffonier, from the dressing room of the master bedroom, the Robert R. Blacker House, Pasadena, California, circa 1908 Honduran mahogany, ebony, mirrored glass, patinated brass hardware, copper, pewter, mother-of-pearl and ash inlays. $695\% \times 55 \times 27\%$ in. (176.8 x 139.7 x 70.5 cm) Produced in the workshop of John and Peter Hall, Pasadena, California.

Estimate

\$300,000-500,000

Provenance

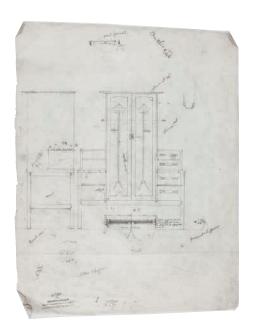
Robert Roe and Nellie Celeste Canfield Blacker, Pasadena L. Morgan Yost, acquired from the Blacker House lawn sale, circa 1947

Thence by descent Ivey-Selkirk, St. Louis, "Twentieth Century Design," April 19, 2002, lot 60
Acquired from the above by the present owner

Literature

L. Morgan Yost, "Greene & Green of Pasadena," *Journal of the Society of Architectural Historians*," vol. 9, no. 1-2, March-May 1950, illustrated p. 17

Randell L. Makinson, *Greene & Greene: Furniture and Related Designs*, Salt Lake City, 1979, illustrated p. 63
Thomas A. Heinz and Randell L. Makinson, *Greene & Greene: the Blacker House*, Salt Lake City, 2000, illustrated p. 82
Edward R. Bosley and Anne E. Mallek, *A New and Native Beauty: The Art and Craft of Greene & Greene*, exh. cat., The Huntington Library, Art Collections, and Botanical Gardens, San Marino, California, 2008, illustrated p. 10



Drawing of the chiffonier, circa 1909.

Charles Sumner Greene Collection, Environmental Design Archives, University of California, Berkeley.



"I think C. Sumner Greene's work beautiful, among the best there is in this country."

Charles Robert Ashbee

Greene & Greene designed the present lot for Mr. and Mrs. Blacker's dressing room along with a matching vanity, also formerly in the collection of architect L. Morgan Yost. Although the second floor of the Blacker House was not known to have been photographed in the period, the chiffonier is listed on the house inventory from the 1940s and an original drawing survives in Charles Sumner Greene's papers at the University of California, Berkeley. Yost, an early admirer of Greene & Greene, acquired both companion pieces—the chiffonier and the vanity—at the Blacker House yard sale following Mrs. Blacker's death in 1946.





320. Greene & Greene

Charles Sumner Greene and Henry Mather Greene 1868-1957, 1870-1954

Sofa, from the living room of the Robert R. Blacker House, Pasadena, California, circa 1913 Honduran mahogany, ebony, silk. 87 3 4 x 34 1 2 x 34 1 4 in. (222.9 x 87.6 x 87 cm) Produced in the workshop of John and Peter Hall, Pasadena, California.

Estimate

\$300,000-500,000

Provenance

Robert Roe and Nellie Celeste Canfield Blacker, Pasadena Sold at the Blacker House lawn sale, circa 1947 Private collection, Arcadia, California Christie's, New York, "Masterworks: 1900-2000," June 8, 2000, lot 222 Acquired from the above by the present owner

Literature

Wendy Kaplan, "The Art that is Life:" The Arts & Crafts Movement in America, 1875-1920, exh. cat., Museum of Fine Arts, Boston, 1987, p. 403 for the smaller example Randell L. Makinson, Rebirth of a Landmark: the Robert R. Blacker House of Greene & Greene, Pasadena, 1998, p. 6 for the smaller example

Thomas A. Heinz and Randell L. Makinson, *Greene & Greene:* the Blacker House, Salt Lake City, 2000, pp. 48, 77, 79 for the smaller example and drawings for the living room furniture Edward R. Bosley and Anne E. Mallek, *A New and Native Beauty: The Art and Craft of Greene & Greene*, exh. cat., The Huntington Library, Art Collections, and Botanical Gardens, San Marino, California, 2008, p. 239 for the smaller example

Greene & Greene designed two known sofa models for the living room of the Blacker House. The furnishings for the living room were distinguished by several decorative and material features seen in the present lot: the use of ebony inlays, softly arched crest rails, lily pad motifs, inverted corners of the armrests and straight legs with U-shaped depressions above the feet. The first, slightly smaller sofa, was created with the other living room furnishings circa 1908. The present sofa was likely conceived and produced circa 1913 at time in which several other modifications were made to the house by the Greenes at the request of the Blackers. The two sofas share the same form and decorative vocabulary, however the double bracket motif used at the corners of the aprons where the seat meets the legs is reticulated in the smaller sofa and executed in relief in the present example. Like the wardrobe, the present lot is believed to have been sold at the Blacker House yard sale, circa 1947, a fact which the house inventory from the 1940s appears to confirm.

"Is there more in life than art? Is there anything in architecture without art?"

Charles Sumner Greene



Interior of entry hall, Robert R. Blacker House, Pasadena, California, circa 1907-1909.

Courtesy of the Avery Architectural & Fine Arts Library, Columbia University.



In December 1909, Mrs. J.W. Beswick-Purchas wrote to her brother and sister-in-law about a recent visit to the relatively new home of Robert and Nellie Blacker in Pasadena, California: "I find the outside of the house and the grounds very pretty and attractive—but my impressions after moving through the various rooms was that this architect has let his fancy run riot in wood! There is so much wood about the outside that when one finds oneself encased in wooden rooms, wooden, wall, wood ceilings, wood floors, wood fixtures for light—well, one has a little bit the feeling of a spider scrambling from one cigar box to another."

"This architect" was not one, but two, the brothers Charles and Henry Greene, who had designed the Blackers' 12,000 square-foot house two years before. What Mrs. Purchas had criticized as a "riot in wood," however, was later reformulated by architect Ralph Adams Cram as praise for the honest nature of the Greenes' design, "a wooden style built woodenly." In its honesty, and in its detail, the Blacker house represents a high-water mark in the Greenes' oeuvre, both for its architecture and its furnishings. It is the largest and most elaborate of their masterworks, replete with all of the classic features of their mature design vocabulary.

The Greenes had arrived in Pasadena in 1894 as recent graduates of the certificate program in architecture at the Massachusetts Institute of Technology. While the growth and success of their architectural practice in southern California hinged on the Greenes' academic training and creative abilities, it also stemmed from the fortuitous combination of highly competent local craftsmen and wealthy, sympathetic clients. By the end of their first decade in practice, these factors had cultivated in the brothers the freedom to create increasingly progressive and artistic designs with few if any budgetary constraints. Changes in fashion and the limited number of clients, however, also meant that the Greenes most complete works—like the Blacker, Gamble, Thorsen, Culbertson, and Pratt houses—were realized over an all-too-brief period of only five or six years.

The Blacker commission in particular was an ideal synthesis of client and timing in the Greenes' career. It was the first estate they would design complete with landscape, and the first of what have been called their "ultimate bungalows." These were (mostly) wooden houses, much larger in scale and more refined than the popular California bungalows. They were carefully sited and sensitively built to suit the climate, geography, and lifestyle of southern California.

Robert Blacker, who had made his fortune in the Michigan lumber industry, had retired with his second wife, Nellie Celeste Canfield Blacker, to Pasadena in 1906. There they purchased one of the larger and more prominent sites in the exclusive Oak Knoll tract, an area relatively undeveloped, lending the Blackers' five-and-a-half acres the feel of a country estate. The couple initially hired the nationally known firm of Hunt and Grey to design their new residence. By the end of 1906, however, architects Greene & Greene had replaced them.

In 1907, Charles and Henry Greene were 38 and 37, respectively. They had been working with contractor Peter Hall and his brother John Hall, a cabinetmaker, since 1904. The two sets of brothers had developed a symbiotic relationship, and their combined work for the Blacker house is testament to their near-perfect union of art and craft. Additionally, Robert Blacker's connection with the lumber business made it possible for the Greenes to have access to the finest quality woods—from high-quality redwood and Douglas fir for exteriors, to Honduras mahogany, Burmese teak, ebony, vermilion and ironwood for interiors and furnishings.



Interior of entry hall, Robert R. Blacker House, Pasadena, California, circa 1907-1909.

Courtesy of the Avery Architectural & Fine Arts Library, Columbia University.



Detail of lot 319

In the Blacker house interiors, the Greenes were able to more fully explore the idea of *Gesamtkunstwerk*, or "total work of art," wherein the details and furnishings of each room were in perfect harmony with one another. The living room of the house is perhaps the best example of this philosophy. French doors on the east side of the room lead to a broad terrace that overlooked a lotus pond. The lotus motif is carried through in the living room's plaster relief frieze, completely covered in gold leaf, which glowed in the soft light from six pendant leaded art-glass light fixtures, mosaics of green and yellow glass, in basket-like mahogany frames, picturing clusters of lotus blossoms.

In all, the Greenes designed more than fifty light fixtures for the Blackers, in metal and wood with delicate inlay; numerous leaded-glass panels set into door and window sashes; and more than fifty pieces of furniture—many with intricate inlay and joinery. Together they would represent a coordinated work of art, one designed for modern, democratic, western living, while remaining true to the Arts and Crafts movement's cherished principles of honesty and beauty. Englishman Charles Robert Ashbee, founder of the Guild of Handicraft and self-styled successor to William Morris, visited Charles Greene in 1909, afterwards writing in his diary:

"Charles Greene then took us to his workshop where they were making without exception the best and most characteristic furniture I have seen in this country.... Here things are really alive-and the arts and crafts that all the others were screaming and hustling about, are here actually being produced."

The Greenes' designs for the Blacker and Gamble houses were thus seen in their own time as representative of the highest ideals of the Arts and Crafts movement. In the late 1940s and early 1950s, the southern California and national chapters of the American Institute of Architects would rediscover the Greenes' by-then long-neglected work, celebrating their "new and native architecture," and "contributions to the design of the American home." The designs of Greene & Greene ultimately became a model for the American response to the new International Style in architecture—as architect L. Morgan Yost would later write, "These are the most perfect houses, I believe, that have ever been built."

—Anne E. Mallek, former curator of The Gamble House, University of Southern California, Pasadena and co-author of *The Gamble House: Building Paradise in California*, 2015

Mollino
Taylor
Perriand
Mouille
Jeanneret
Le Corbusier
Brajkovic
Parisi
Nilsson
Wegner
Ponti

321. Carlo Mollino 1905-1973

Unique ceiling light, from the Franca and Guglielmo Minola House, Turin, circa 1944-1946 Painted metal, brass. $43 \times 119 \times 183$ in. (109.2 × 302.3 × 47.6 cm) Produced by Corrado, Turin.

Estimate

\$150,000-250,000

Provenance

Franca and Guglielmo Minola, Turin, circa 1944-1946 Private collection, gifted by the above

Literature

"Turinese baroque," *Domus*, no. 229, August 1948, illustrated pp. 23, 25
Giovanni Brino, *Carlo Mollino: Architettura come autobiografia*, Milan, 1987, illustrated p. 102
Roberto Gabetti and Fulvio Irace, *Carlo Mollino* 1905-1973, Turin, 1989, illustrated p. 188
Rossella Colombari, *Carlo Mollino: Catalogo del mobili-Furniture Catalogue*, exh. cat., Galleria Paola Colombari, Milan, 2005, illustrated p. 39
Fulvio Ferrari and Napoleone Ferrari, *The Furniture of Carlo Mollino*, New York, 2006, illustrated p. 86, fig. 70, p. 222
Fulvio Ferrari and Napoleone Ferrari, eds., *Carlo Mollino: Arabesques*, exh. cat., Galleria Civica d'Arte Moderna e
Contemporanea, Milan, 2007, illustrated p. 74, fig. 81

The present lot is registered in the library of the Museo Casa Mollino, Turin, as number CM70-1



Carlo Mollino's Mechanical Flight

Between 1944 and 1946 Carlo Mollino designed two apartments in a building on via Perrone, Turin, for the brothers Cesare and Guglielmo Minola. These two interiors mark Mollino's transition from the surreal to the organic, and would be his first attempt at an "accampamento biologico" (imprecisely translated to organic encampment), as he would have named it. Fixtures and furnishings are natural and whimsical, distributed in a clean and tidy space ruled by geometric rigor and perfect proportions. Mollino's photograph of the dining room of the Franca and Guglielmo Minola House, published in Domus in 1948, illustrates how well the space was organized: straight lines intersect on different levels, and all elements, even the radiator, became part of the composition. The present lot, "the macchina del lampadario" (lighting machine), dominates the upper area of the room. The light, mainly projecting over the table is also reflected in the living room.

Observed from the side, as in a cross-section, the shade bears ironic similarity to a traditional table lamp, and like a table lamp it obscures the source of light. This was a technique often employed by Mollino: light bulbs and neon tubes are hidden and the light is diffused in reflection. Mollino designed only a few examples of this type of lighting which he called "a gronda" (gutter): the present example, two for Ada and Cesare Minola, one for Casa Orengo in 1949 and one for the historic exhibition "Italy at Work" at the Brooklyn Museum in 1950. The batwing-like brass structure of the present ceiling light, suspending an ivory-colored polished surface punctuated by round metal nailheads, recalls the sensual construction of the first flying machines. Mechanical flight had been an interest of Mollino's ever since he first encountered the History of Aeronautics books in his engineer father's library.

Napoleone Ferrari and Fulvio Ferrari

Turin, November 2015



The present lot in situ, the Franca and Guglielmo Minola House, Turin.

Courtesy Museo





"[Man's creations] are art not because they correspond to beauty,
e.g., the pleasure felt seeing an organism, be it an animal,
machine or house, in which the form is gauged perfectly for its
intended purpose, but because in gauging that form the perpetrator
has expressed himself unequivocally, over and above all
technical skill and perfect science."



Property from a Private European Collection

322. Ernest Archibald Taylor 1874-1951

Side chair, circa 1901 Beech, painted wood and mother-of-pearl inlays, fabric, patinated brass nailheads. 44½ x 17½ x 17½ in. (113 x 43.8 x 44.5 cm) Probably produced by Wylie & Lochhead, Glasgow. Underside impressed with 3...08, partially obscured with remnant of old paper label.

Estimate

\$25,000-35,000

Provenance

Paul Reeves Fine Art, London

Literature

Norman Garstin, "Glasgow International Exhibition (Part II.)," *The International Studio*, vol. 14, August 1901, p. 171 for the armchair version exhibited by Wylie & Lochhead J. Taylor, "A Glasgow Artist and Designer: E.A. Taylor," *The International Studio*, vol. 24, December 1904, p. 219 Gerald and Celia Larner, *The Glasgow Style*, New York, 1979, pl. 80 for similar examples Juliet Kinchin, "The Wylie and Lochhead Style," *Journal of the Decorative Arts Society 1850- Present*, no. 9, 1985, pl. 8, p. 2 for the armchair version exhibited by Wylie & Lochhead

The armchair version of the present design was exhibited by furniture maker Wylie & Lochhead at the Glasgow International Exhibition of 1901. The stylized flowers along the top back rail are characteristic of Ernest Archibald Taylor's furniture designs and echo his background in stained glass and watercolor paintings.



323. Charlotte Perriand 1903-1999

Large unique sideboard, 1959
Oak-veneered wood, oak-veneered plywood, painted wood, painted steel, plastic, glass, aluminum.
32½ x 155½ x 18% in. (81.6 x 395 x 47.9 cm)
Produced by Galerie Steph Simon, Paris, France. Each drawer molded with MODELE CHARLOTTE PERRIAND/BREVETE S.G.D.G., each shelf inscribed with FERRAN.
Together with the original Steph Simon invoice and preparatory drawing plan no. 28825.

Estimate

\$180,000-240,000

Provenance

Dr. Georges Ferran, Savigny-sur-Orge, France, 1960 Private collection, France Phillips, London, "Design," April 7, 2011, lot 10 Acquired from the above by the present owner

Literature

Jacques Barsac, *Charlotte Perriand: Un art d'habiter* 1903-1959, Paris, 2005, p. 441 for similar examples

The present sideboard was a special order placed by Dr. Georges Ferran in 1959 for his home in Savigny-sur-Orge, and which he later brought to his residence in Cully, Calvados.







324. Serge Mouille 1922-1988

"Grand Totem" floor lamp, circa 1962
Painted aluminum, painted metal, walnut, neon tube.
67% in. (171.1 cm) high
Manufactured by the SCM (Société de création de modèles),
Paris, France.

Estimate

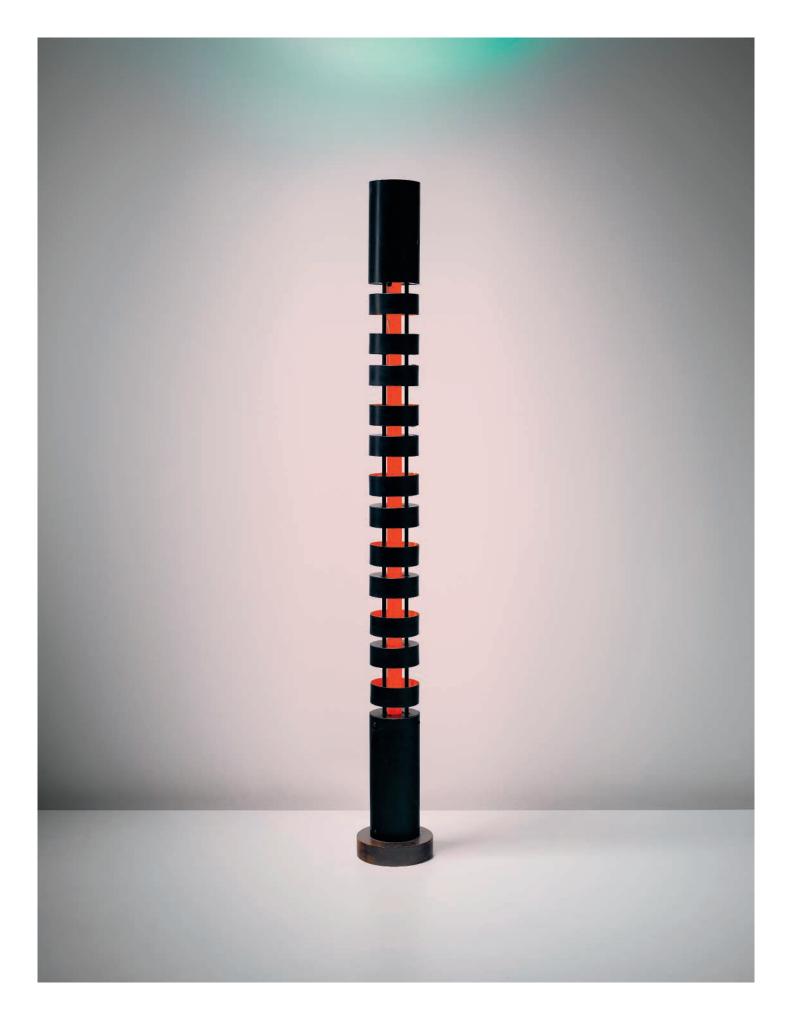
\$55,000-65,000

Provenance

Galerie Steph Simon, Paris, circa 1962 Private collection, Paris Thence by descent

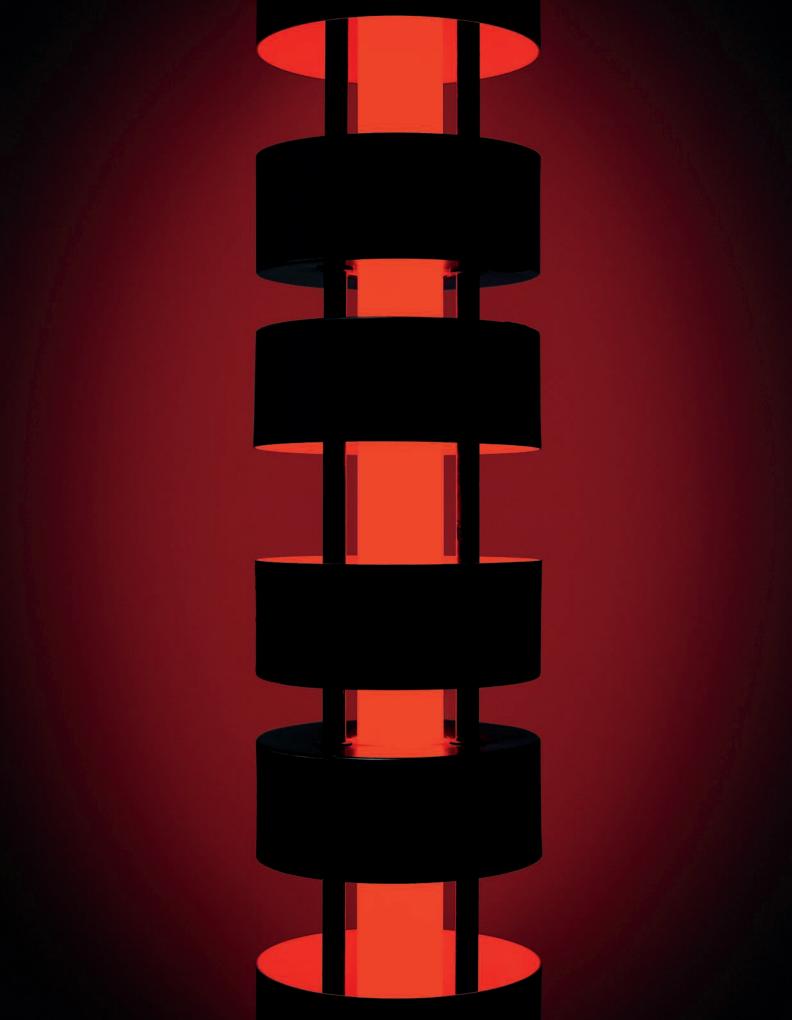
Literature

Alan and Christine Counord, Anthony DeLorenzo, *Two Master Metalworkers/Deux Maîtres du Métal: Jean Prouvé, Serge Mouille*, exh. cat., DeLorenzo, New York, Alan et Christine Counord, Paris, 1985, pp. 150, 163
Alan and Christine Counord, *Serge Mouille: Luminaires*, Bordeaux, 1993, n.p.
Pierre Émile Pralus, *Serge Mouille: A French classic, un classique français*, Saint Cyr au Mont d'Or, 2006, pp. 104-7, 124, 132, 222-25



"Mouille sensed how to use the metal and the steel tubes with which he produced light of an extreme elegance, whose shapes bordered on graphic art."

Jean Prouvé



325. Pierre Jeanneret 1896-1967

"Writing table for junior officers," model no. PJ-BU-14-A, from the Secrétariat and administrative buildings, Chandigarh, circa 1957-1958 Teak, aluminum. $28 \times 61^{3}4 \times 63 \text{ in.} (71.1 \times 156.8 \times 160 \text{ cm})$

Estimate

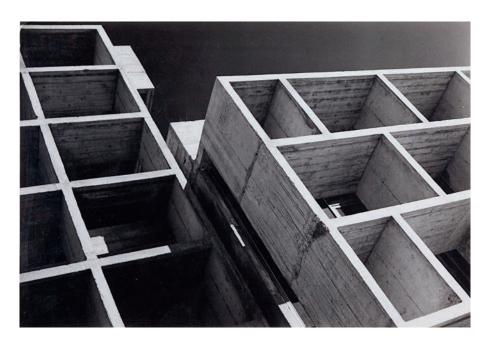
\$50,000-80,000

Provenance

Chandigarh, India Galerie Patrick Seguin, Paris

Literature

Eric Touchaleaume and Gerald Moreau, *Le Corbusier, Pierre Jeanneret, The Indian Adventure: Design-Art-Architecture,* Paris, 2010, pp. 198-99, 576
Galerie Patrick Seguin, *Le Corbusier, Pierre Jeanneret:*Chandigarh, India, Paris, 2014, pp. 253-54, 288



Exterior of the High Court, Chandigarh, India.

© Lucien Hervé. Le Corbusier design © F.L.C./ADAGP, Paris/Artists Rights Society (ARS), New York 2015. Pierre Jeanneret design © 2015 Artists Rights Society (ARS), New York/ADAGP, Paris.





The main courtroom of the The High Court, Chandigarh, India, showing the present model together with a tapestry designed by Le Corbusier.

Photo taken 2011. © Manuel Bougot. Le Corbusier design © F.L.C./ADAGP, Paris/Artists Rights Society (ARS), New York 2015. Pierre Jeanneret design © 2015 Artists Rights Society (ARS), New York/ADAGP, Paris.

326. Le Corbusier and Pierre Jeanneret

1887-1965 and 1896-1967

Pair of "Advocate and Press" armchairs, model no. LC/PJ-SI-41-A, from the High Court, Chandigarh, circa 1955 Teak, hide.

Each: 89.5 x 63.5 x 70.5 in. (227.3 x 161.3 x 179.1 cm)

Estimate

\$45,000-65,000

Provenance

Chandigarh, India Galerie Patrick Seguin, Paris

Literature

Eric Touchaleaume and Gerald Moreau, *Le Corbusier, Pierre Jeanneret, The Indian Adventure: Design-Art-Architecture*, Paris, 2010, pp. 168-69, 567 Galerie Patrick Seguin, *Le Corbusier, Pierre Jeanneret: Chandigarh, India*, Paris, 2014, pp. 158-59, 161-62, 283



327. Sebastian Brajkovic b. 1975

"Lathe Lamp Grey," 2011 Anodized aluminum. 18% in. (48 cm) high, 21¼ in. (54 cm) diameter Number 2 from the edition of 8 plus 4 artist's proofs. Underside impressed with SEBASTIAN BRAJKOVIC FOR CWG/4-10-2011/No.2/8.

Estimate

\$10,000-15,000



Property of a New York Collector

328. Ico Parisi 1916-1996

Double-sided desk and two chairs, circa 1959 East Indian rosewood, East Indian rosewood-veneered wood, fabric, rubber. Desk: $31\frac{3}{4} \times 99\frac{1}{4} \times 53$ in. (80.6 × 252.1 × 134.6 cm) Each chair: $37\frac{3}{4} \times 18\frac{1}{2} \times 24$ in. (95.9 × 47 × 61 cm) Produced by Spartaco Brugnoli, Cantù. Together with a copy of the certificate of authenticity from the Archivio del Design di Ico Parisi.

Estimate

\$40,000-60,000

Provenance

Family of the architect Thence by descent Phillips, New York, "Design Masters," December 17, 2013, lot 415

This lot has been recorded in the Archivio del Design di Ico Parisi, Como, Italy.

Phillips wishes to thank Roberta Lietti of the Archivio del Design di Ico Parisi for her assistance with cataloguing the present lot.



Ico Parisi, design for a similar desk, villa for Mr. Kops (1953, project never completed).

Courtesy of Nicholas Kilner, New York. Copyright Archivio del Design di Ico Parisi.





329. Barbro Nilsson 1899-1983

"Marina grön" rug, designed 1956, woven 1966 Wool, linen. $2021/2 \times 1123/4$ in. (514.4 x 286.4 cm) Produced by Märta Måås-Fjetterström AB, Båstad, Sweden, woven by Lena Mattsson and Berit Larsson. Woven with manufacturer's mark AB MMF. Together with a certificate of authenticity from Märta Måås-Fjetterström AB.

Estimate

\$30,000-50,000

Provenance

Sydsvenskan, Mälmo, Sweden, 1965

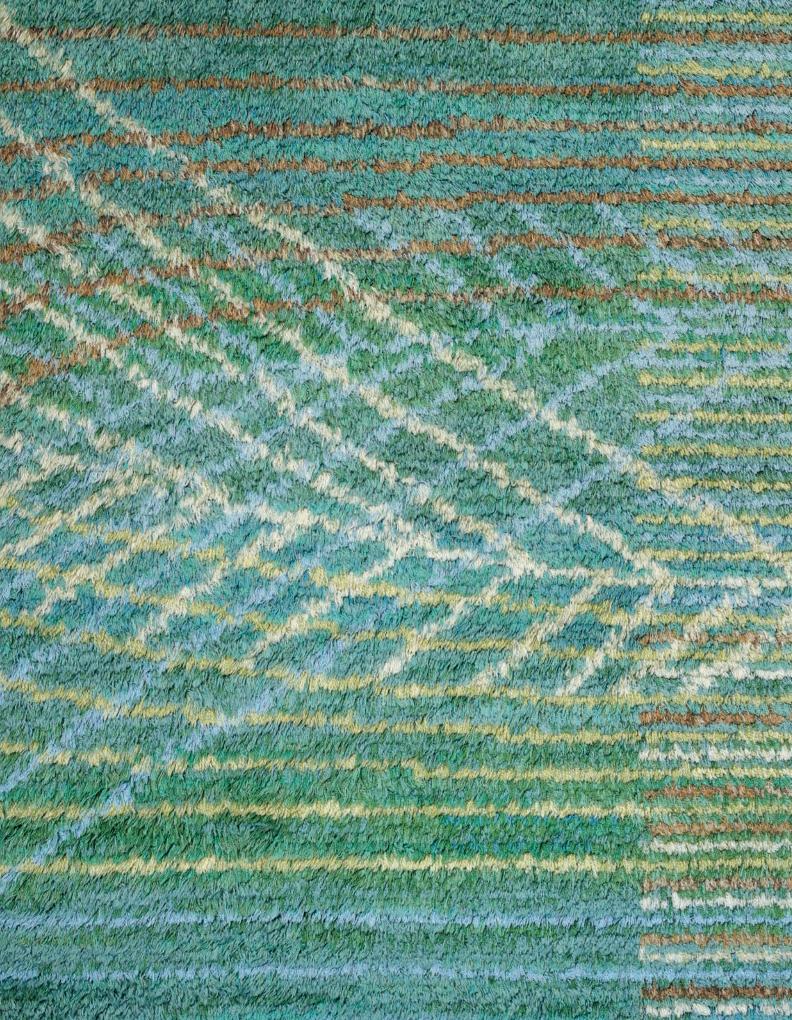
"In the wonderful nature with woods, lakes and streams, I had a marvelous time when I first tried to use the old Swedish techniques to make rugs for modern homes."

Märta Måås-Fjetterström

From 1942-1970 Barbro Nilsson was the artistic director of Märta Måås-Fjetterström AB, in Båstad. There, she designed the "Marina" rug in 1956, which was inspired by the sea, its waves, sea grass, and fishermen's net. Barbro Nilsson spent her entire life by the ocean and many of her designs contain fragments of inspiration from her long walks along the beaches of southern Sweden. Nilsson transformed the Gobelin technique and was able to produce flat weaves with free floating patterns. Her first design for Märta Måås-Fjetterström in 1943 was inspired by the sea, titled "Snäckorna" (The Shells), an example of which is included at the National Museum of Sweden.

After producing the first "Marina" rug in 1956, Nilsson added more colors in her usual masterful and virtuosic manner, including various greens and yellows. One of the first "Marina" rugs was created for the head office of the Orrefors glass Factory in Sweden, and a monumental example measuring 16 x 16 feet was produced for the head office of Handelsbanken (Swedish Bank) in Stockholm. The Swedish Embassy in Tokyo was also decorated with a large "Marina" rug.

The present lot was made in the first color option from 1956, woven in 1965-1966 by Artisan Weavers Lena Mattsson and Berit Larsson for the new head office of the Swedish daily newspaper *Sydsvenskan*, Malmö, and has been registered by Märta Måås-Fjetterström with the MMF-number 23699.



330. Hans J. Wegner 1914-2007

Rare short "Dolphin" folding armchair, model no. JH510, 1950 Oak, cane, brass. $38\frac{1}{2} \times 28\frac{1}{2} \times 34\frac{3}{4}$ in. (97.8 x 72.4 x 88.3 cm) Executed by cabinetmaker Johannes Hansen, Copenhagen, Denmark.

Estimate

\$70,000-90,000

Provenance

Private collection, Denmark Private collection, New York

Literature

"Reclining Chairs," *Arts & Architecture*, November 1951, p. 30

Grete Jalk, ed., *Dansk Møbelkunst gennem 40 aar, Volume 3: 1947-1956*, Copenhagen, 1987, p. 142
Noritsugu Oda, *Hans J Wegner's 100 Chairs*, Tokyo, 2002, pp. 42-43

Christian Holmsted Olesen, Wegner: just one good chair, exh. cat., Design Museum Denmark, 2014, p. 184

The design of the present model and the related long "Dolphin" armchair are a continuation of the 1949 "Folding" chair. Building on the rational perfection of this iconic chair design, Hans J. Wegner sought to add a sense of playfulness along with the functional aspect of armrests to the "Dolphin" models. These chairs do not simply convey movement—here specifically the lyricism and speed of a dolphin in water—but they express it in their capacity to transform for transport and storage. The three folding chairs reflect Wegner's continuing interest in flexibility and furniture's adaptability to human forms and needs, topics he would explore throughout his career as he refined the expression of his ideas and values through furniture. In Wegner's own words: "I have the feeling that the more I work on it, the more it keeps moving farther and farther away. Maybe it does, maybe it doesn't. You can't make something definitive."











Gio Ponti

Szekely
Pesce
Ingrand
Giacometti
Dupré-Lafon
Printz
Pugin

Property of a Private Collector

332. Martin Szekely b. 1956

"Solaris Round" table, 2005
Aluminum, steel, Zincatura Giallo finish.
28½ x 67 in. (72.4 x 170 cm) diameter
Number 6 from the edition of 8 plus 2 artist's proofs
and 2 prototypes of the "Solaris Round" edition.
Underside of table with metal label Table "Solaris"
ronde, 2005/N°6/8 /M. SZEKELY/Edition Galerie Kreo,
underside of base impressed with production numbers
045•2/11•2•05.

Estimate

\$40,000-60,000

Provenance

Galerie kreo, Paris Acquired from the above by the present owner

Literature

Élisabeth Lebovici, Clément Dirié and Martin Szekely, eds., *Martin Szekely*, Zurich, 2010, pp. 213-215 for the "Solaris" table (a similar square version)

The austere and minimal elegance so prevalent in Martin Szekely's designs gives way to literal opulence in his large "Solaris Round" table. Directly referencing Andrei Tarkovski's 1972 film Solaris, the table stands out as an examplar of Szekely's design objective: "My aim is to achieve an economy in the result that can't even be defined as minimalist."







333. Gaetano Pesce b. 1939

Unique "Tramonto a New York" sofa, designed 1979, produced 2012
Fabric, painted wood, painted metal, casters.
46½ x 120 x 44 in. (118.1 x 304.8 x 111.8 cm)

Estimate

\$20,000-30,000

Literature

"L'Azienda Eclettica," *Domus*, no. 617, May, 1981, p. 46 Marie-Jeanne Geyer, *Gaetano Pesce: 1975-1985*, exh. cat., Musée d'Art Moderne de Strasbourg, 1986, p. 62, no. 51, p. 63, nos. 49-50 for a preparatory drawing and the preliminary model in the collection of the Musée des Arts Décoratifs, Paris

France Vanlaethem, *Gaetano Pesce*: *Architecture*, *Design, Art*, Milan, 1989, p. 41 for the preliminary model, p. 76 for the designer pictured with the work

Gaetano Pesce ordered the present unique sofa for his personal collection. It is 10% larger than the earlier examples.







Tramonto a New York

"When I came to New York for the first time, I found the city full of energy. But on a subsequent visit, I felt that its vitality was less strong. I thought that the lack of it was the sign of decadence of this city. Sometime later I saw that the energy was back and New York was still the capital of twentieth century. Anyway I wanted to mark this impression with an object and so I made the "Sunset of New York" that at the time of the production was titled "Sunset in New York." Gaetano Pesce

Moloch

"When I came up with the idea of taking a very famous table lamp from Norway, the Luxo lamp, and multiplying every detail of the lamp by four, it was because back then there weren't many objects capable of illuminating big spaces like lobbies, conference halls, meeting rooms etc. Therefore I thought it would have been more convenient to celebrate and reinterpret an iconic piece from the early 1900s (the Luxo lamp) rather than creating something completely new." Gaetano Pesce



Gaetano Pesce on, in front of, and behind "Tramonto a New York," 1980.

Courtesy of Gaetano Pesce's office. Photo Credit: Falchi and Salvador.





335. Max Ingrand 1908-1969

Table lamp, model no. 1538, circa 1955 Brass, opaque glass, glass. $19 \times 16^3 / 4 \times 15$ in. (48.3 x 42.5 x 38.1 cm) Manufactured by Fontana Arte, Milan, Italy.

Estimate

\$20,000-30,000

Provenance

Private collection, Milan

Literature

Franco Deboni, Fontana Arte: Gio Ponti, Pietro Chiesa, Max Ingrand, Turin, 2012, figs. 353-55





336. Gio Ponti 1891-1979

Rare armchair, circa 1948 Walnut, brass, fabric. $35 \times 23\frac{1}{2} \times 26\frac{3}{4}$ in. (89 × 59.7 × 68 cm) Together with a certificate of authenticity from the Gio Ponti Archives.

Estimate

\$15,000-20,000

Provenance

Private collection, Taranto, Italy

Literature

Domus, no. 231, December 1948, p. 48 for a drawing



The present table was designed by Paul Dupré-Lafon as a stand to support a seventeenthcentury chest in his own collection. The x-form stretcher is surmounted by a bronze sculpture of a sphinx by Alberto Giacometti, a small but critical flourish which animates the table's neoclassical rigor.

The sphinx has been authenticated by the Fondation Alberto et Annette Giacometti and is registered in the Alberto Giacometti Database, the online catalogue of authentic works by the artist, as number AGD 3412.

337. Paul Dupré-Lafon and Alberto Giacometti 1900-1971, 1901-1966

 $\label{lem:unique} \emph{Unique side table with sphinx}, circa 1950 \\ \emph{Wrought iron, bronze, stone}. \\ 22 \times 29\% \times 13\% \text{ in.} (55.9 \times 74.6 \times 33.7 \text{ cm}) \\ \emph{The sphinx} (designed circa 1935) together with a certificate of authenticity from the Comité Giacometti.} \\$

Estimate

\$60,000-80,000

Provenance

Collection of the designer Thence by descent to Antoine Dupré-Lafon

Literature

Bijoux d'artistes, exh. cat., Musée du Temps—Besançon, 2009, p. 91 for the sphinx Galerie du Crédit Municipal de Paris, Bijoux d'artistes: une collection, 2012, p. 95 for the sphinx





338. Eugène Printz 1879-1948

Pair of bookcases, circa 1932 Ebonized wood, walnut-veneered wood, bronze, brass, glass.

Each: 60% x 39% x 13% in. (154.6 x 100 x 34.6 cm) Each impressed with *E. PRINTZ* on the reverse.

Estimate

\$70,000-90,000

Provenance

Madame L., Paris, acquired directly from the designer, circa 1932
Private collection, Paris, acquired from the above Thence by descent
Acquired from the above by the present owner

Literature

Henri Clouzot, "Eugène Printz, meublier et architecte," *Mobilier et Décoration*, November 1934, p. 414 for a similar example Guy Bujon and Jean-Jacques Dutko, *E. Printz*, Paris, 1986, p. 199 for a similar example



"Above all, I want my furniture to be alive."

Eugène Printz



Ico Parisi, design for a room showing a similar sofa.

Courtesy of Nicholas Kilner, New York. Copyright Archivio del Design di Ico Parisi.



Property of a New York Collector

339. Ico Parisi 1916-1996

Unique sofa, circa 1959 Walnut, fabric $35\frac{3}{8} \times 86 \times 20\frac{1}{2}$ in. (89.9 × 218.4 × 52.1 cm) Produced by Spartaco Brugnoli, Cantù. Together with a copy of the certificate of authenticity from the Archivio del Design di Ico Parisi.

Estimate

\$35,000-45,000

Provenance

Family of the architect Thence by descent Phillips, New York, "Design Masters," December 17, 2013, lot 412

This lot has been recorded in the Archivio del Design di Ico Parisi, Como, Italy.

Phillips wishes to thank Roberta Lietti of the Archivio del Design di Ico Parisi for her assistance with cataloguing the present lot.



340. Gio Ponti 1891-1979

"Diavolessa," or "Cut-Out Thought," 1978 Brass.

27% x 24 x 4¼ in. (70.2 x 61 x 10.8 cm)
Produced by Sabattini, Italy. From the production of
2. Incised with 'La Diavolessa'/Gio Ponti 1978 per Lino
Sabattini/Sabattini Argenteria. Together with a photo
of the work signed by Lino Sabattini and a certificate of
authenticity from the Gio Ponti Archives.

Estimate

\$10,000-15,000

Provenance

Lino Sabattini, Italy Acquired from the above by the present owner

Literature

Lisa Licitra Ponti, *Gio Ponti: The Complete Works* 1923-1978, London, 1990, p. 262 for the example from Gio Ponti's collection

Marco Romanelli, *Gio Ponti: A World*, Milan, 2002, p. 89 for the example from Gio Ponti's collection

The present lot, formerly in the collection of its maker Lino Sabattini (b. 1925), is one of two examples produced. The other, which belonged to its designer Gio Ponti, and thence by descent to his daughter Lisa Ponti, is now in a private collection.

Sabattini, a master metalsmith, began his long career at the age of fourteen in a brass workshop in Como. Inspired by Gio Ponti's architecture and design magazine *Domus*—Sabattini's "Bible"— the latter moved to Milan and established a small basement "laboratorio" where he produced objects and tableware. Ponti himself wandered in one day, and so began a long friendship punctuated by collaborations in silver and brass.



Original drawing for the present lot. © Gio Ponti Archives.



341. Edward Welby Pugin 1834-1875

Table, circa 1870 Partially ebonized walnut. $25 \times 60\% \times 34\%$ in. (63.5 x 153 x 87.3 cm) Underside impressed with 1205.

Estimate

\$40,000-60,000

Provenance

H. Blairman & Sons Ltd., London

Literature

Jeremy Cooper, Victorian and Edwardian Furniture and Interiors: From the Gothic Revival to Art Nouveau, London, 1998, p. 54, fig. 117 The John Scott Collection: Architect-Designers from Pugin to Voysey, vol. 8, The Fine Art Society, London, 2014-2015, p. 55. cat. no. 53

Edward Welby Pugin most likely designed the present lot for the Granville Hotel, Ramsgate, Kent. An example of the *en suite* side chair is in the permanent collection of the The Metropolitan Museum of Art, New York, and is similarly inscribed with 1237 to the underside.



342. Pierre Jeanneret 1896-1967

Set of eight chairs, model no. PJ-SI-54-A, from Punjab University, Chandigarh, circa 1960 Teak, cane.

Each: 30³/₄ x 16½ x 18½ in. (78.1 x 41 x 47 cm)

Estimate

\$90,000-120,000

Provenance

Chandigarh, India

Literature

Eric Touchaleaume and Gerald Moreau, *Le Corbusier, Pierre Jeanneret, The Indian Adventure: Design-Art-Architecture,* Paris, 2010, p. 570

Galerie Patrick Seguin, *Le Corbusier, Pierre Jeanneret:* Chandigarh, India, Paris, 2014, pp. 208, 285



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Guide for Prospective Buyers

Buying at Auction

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

Conditions of Sale

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

Buyer's Premium

Phillips charges the successful bidder a commission, or buyer's premium, on the hammer price of each lot sold. The buyer's premium is payable by the buyer as part of the total purchase price at the following rates: 25% of the hammer price up to and including \$100,000, 20% of the portion of the hammer price above \$100,000 up to and including \$2,000,000 and 12% of the portion of the hammer price above \$2,000,000.

1 Prior to Auction

Catalogue Subscriptions

If you would like to purchase a catalogue for this auction or any other Phillips sale, please contact us at +1 212 940 1240 or +44 20 7318 4010.

Pre-Sale Estimates

Pre-sale estimates are intended as a guide for prospective buyers. Any bid within the high and low estimate range should, in our opinion, offer a chance of success. However, many lots achieve prices below or above the pre-sale estimates. Where "Estimate on Request" appears, please contact the specialist department for further information. It is advisable to contact us closer to the time of the auction as estimates can be subject to revision. Pre-sale estimates do not include the buyer's premium or any applicable taxes.

Pre-Sale Estimates in Pounds Sterling and Euros

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

Catalogue Entries

Phillips may print in the catalogue entry the history of ownership of a work of art, as well as the exhibition history of the property and references to the work in art publications. While we are careful in the cataloguing process, provenance, exhibition and literature references may not be exhaustive and in some cases we may intentionally refrain from disclosing the identity of previous owners. Please note that all dimensions of the property set forth in the catalogue entry are approximate.

Condition of Lots

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

Pre-Auction Viewing

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

Electrical and Mechanical Lots

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

Symbol Key

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

○ ♦ Guaranteed Property

The seller of lots designated with the symbol O has been guaranteed a minimum price financed solely by Phillips. Where the guarantee is provided by a third party or jointly by us and a third party, the property will be denoted with the symbols O ◆. When a third party has financed all or part of our financial interest in a lot, it assumes all or part of the risk that the lot will not be sold and will be remunerated accordingly. The compensation will be a fixed fee, a percentage of the hammer price or the buyer's premium or some combination of the foregoing. The third party may bid on the guaranteed lot during the auction. If the third party is the successful bidder, the remuneration may be netted against the final purchase price. If the lot is not sold, the third party may incur a loss. Where Phillips has guaranteed a minimum price on every lot in the catalogue, Phillips will not designate each lot with the symbol(s) for the guaranteed property but will state our financial interest at the front of the catalogue.

△ Property in Which Phillips Has an Ownership Interest

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

No Reserve

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

Σ Endangered Species

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

2 Bidding in the Sale

Bidding at Auction

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

Bidding in Person

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

Bidding by Telephone

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

Online Bidding

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

Absentee Bids

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

Employee Bidding

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

Bidding Increments

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

\$50 to \$1,000	by \$50s
\$1,000 to \$2,000	by \$100s
\$2,000 to \$3,000	by \$200s
\$3,000 to \$5,000	by \$200s, 500, 800 (<u>i.e.</u> , \$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

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

auctioneer's discretion

3 The Auction

above \$200,000

Conditions of Sale

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

Interested Parties Announcement

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

Consecutive and Responsive Bidding; No Reserve Lots

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

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

4 After the Auction

Payment

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

Credit Cards

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

Collection

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

Loss or Damage

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

Transport and Shipping

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

Export and Import Licenses

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

Endangered Species

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

Conditions of Sale

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

1 Introduction

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

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

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

2 Phillips as Agent

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

3 Catalogue Descriptions and Condition of Property

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

- (a) The knowledge of Phillips in relation to each lot is partially dependent on information provided to us by the seller, and Phillips is not able to and does not carry out exhaustive due diligence on each lot. Prospective buyers acknowledge this fact and accept responsibility for carrying out inspections and investigations to satisfy themselves as to the lots in which they may be interested. Notwithstanding the foregoing, we shall exercise such reasonable care when making express statements in catalogue descriptions or condition reports as is consistent with our role as auctioneer of lots in this sale and in light of (i) the information provided to us by the seller, (ii) scholarship and technical knowledge and (iii) the generally accepted opinions of relevant experts, in each case at the time any such express statement is made.
- (b) Each lot offered for sale at Phillips is available for inspection by prospective buyers prior to the auction. Phillips accepts bids on lots on the basis that bidders (and independent experts on their behalf, to the extent appropriate given the nature and value of the lot and the bidder's own expertise) have fully inspected the lot prior to bidding and have satisfied themselves as to both the condition of the lot and the accuracy of its description.
- (c) Prospective buyers acknowledge that many lots are of an age and type which means that they are not in perfect condition. As a courtesy to clients, Phillips may prepare and provide condition reports to assist prospective buyers when they are inspecting lots. Catalogue descriptions and condition reports may make reference to particular imperfections of a lot, but bidders should note that lots may have other faults not expressly referred to in the catalogue or condition report. All dimensions are approximate. Illustrations are for identification purposes only and cannot be used as precise indications of size or to convey full information as to the actual condition of lots.
- (d) Information provided to prospective buyers in respect of any lot, including any pre-sale estimate, whether written or oral, and information in any catalogue, condition or other report, commentary or valuation, is not a representation of fact but rather a statement of opinion held by Phillips. Any pre-sale estimate may not be relied on as a prediction of the selling price or value of the lot and may be

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

4 Bidding at Auction

- (a) Phillips has absolute discretion to refuse admission to the auction or participation in the sale. All bidders must register for a paddle prior to bidding, supplying such information and references as required by Phillips.
- (b) As a convenience to bidders who cannot attend the auction in person, Phillips may, if so instructed by the bidder, execute written absentee bids on a bidder's behalf. Absentee bidders are required to submit bids on the Absentee Bid Form, a copy of which is printed in this catalogue or otherwise available from Phillips. Bids must be placed in the currency of the sale. The bidder must clearly indicate the maximum amount he or she intends to bid, excluding the buyer's premium and any applicable sales or use taxes. The auctioneer will not accept an instruction to execute an absentee bid which does not indicate such maximum bid. Our staff will attempt to execute an absentee bid at the lowest possible price taking into account the reserve and other bidders. Any absentee bid must be received at least 24 hours in advance of the sale. In the event of identical bids, the earliest bid received will take precedence.
- (c) Telephone bidders are required to submit bids on the Telephone Bid Form, a copy of which is printed in this catalogue or otherwise available from Phillips. Telephone bidding is available for lots whose low pre-sale estimate is at least \$1,000. Phillips reserves the right to require written confirmation of a successful bid from a telephone bidder by fax or otherwise immediately after such bid is accepted by the auctioneer. Telephone bids may be recorded and, by bidding on the telephone, a bidder consents to the recording of the conversation.
- (d) Bidders may participate in an auction by bidding online through Phillips's online live bidding platform available on our website at www.phillips.com. To bid online, bidders must register online at least 24 hours before the start of the auction. Online bidding is subject to approval by Phillips's bid department in our sole discretion. As noted in Paragraph 3 above, Phillips encourages online bidders to inspect prior to the auction any lot(s) on which they may bid, and condition reports are available upon request. Bidding in a live auction can progress quickly. To ensure that online bidders are not placed at a disadvantage when bidding against bidders in the room or on the telephone, the procedure for placing bids through Phillips's online bidding platform is a one-step process. By clicking the bid button on the computer screen, a bidder submits a bid. Online bidders acknowledge and agree that bids so submitted are final and may not under any circumstances be amended or retracted. During a live auction, when bids other than online bids are placed, they will be displayed on the online bidder's computer screen as 'floor' bids. 'Floor' bids include bids made by the auctioneer to protect the reserve. In the event that an online bid and a 'floor' or 'phone' bid are identical, the 'floor' bid may take precedence at the auctioneer's discretion. The next bidding increment is shown for the convenience of online bidders in the bid button. The bidding increment available to online bidders may vary from the next bid actually taken by the auctioneer, as the auctioneer may deviate from Phillips's standard increments at any time at his or her discretion, but an online bidder may only place a bid in a whole bidding increment. Phillips's bidding increments are published in the Guide for Prospective Buyers.
- (e) When making a bid, whether in person, by absentee bid, on the telephone or online, a bidder accepts personal liability to pay the purchase price, as described more fully in Paragraph 6 (a) below, plus all other applicable charges unless it has been explicitly agreed in writing with Phillips before the commencement of the auction that the bidder is acting as agent on behalf of an identified third party acceptable to Phillips and that we will only look to the principal for such payment.
- (f) By participating in the auction, whether in person, by absentee bid, on the telephone or online, each prospective buyer represents and warrants that any bids placed by such person, or on such person's behalf, are not the product of any collusive or other anti-competitive agreement and are otherwise consistent with federal and state antitrust law.
- (g) Arranging absentee, telephone and online bids is a free service provided by Phillips to prospective buyers. While we undertake to exercise reasonable care in

Time for Design.

Thursday 28 April 2016

A fundraising auction in support of the Design Museum Kensington, opening late 2016.

30 Berkeley Square, London W1J 6EX Enquiries: design@phillips.com

Photo: Koto Bolofo
phillips.com | designmuseum.org

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

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

5 Conduct of the Auction

- (a) Unless otherwise indicated by the symbol •, each lot is offered subject to a reserve, which is the confidential minimum selling price agreed by Phillips with the seller. The reserve will not exceed the low pre-sale estimate at the time of the auction.
- (b) The auctioneer has discretion at any time to refuse any bid, withdraw any lot, re-offer a lot for sale (including after the fall of the hammer) if he or she believes there may be error or dispute and take such other action as he or she deems reasonably appropriate. Phillips shall have no liability whatsoever for any such action taken by the auctioneer. If any dispute arises after the sale, our sale record is conclusive. The auctioneer may accept bids made by a company affiliated with Phillips provided that the bidder does not know the reserve placed on the lot.
- (c) The auctioneer will commence and advance the bidding at levels and in increments he or she considers appropriate. In order to protect the reserve on any lot, the auctioneer may place one or more bids on behalf of the seller up to the reserve without indicating he or she is doing so, either by placing consecutive bids or bids in response to other bidders. If a lot is offered without reserve, unless there are already competing absentee bids, the auctioneer will generally open the bidding at 50% of the lot's low pre-sale estimate. In the absence of a bid at that level, the auctioneer will proceed backwards at his or her discretion until a bid is recognized and will then advance the bidding from that amount. Absentee bids on no reserve lots will, in the absence of a higher bid, be executed at approximately 50% of the low pre-sale estimate or at the amount of the bid if it is less than 50% of the low pre-sale estimate. If there is no bid whatsoever on a no reserve lot, the auctioneer may deem such lot unsold.
- (d) The sale will be conducted in US dollars and payment is due in US dollars. For the benefit of international clients, pre-sale estimates in the auction catalogue may be shown in pounds sterling and/or euros and, if so, will reflect approximate exchange rates. Accordingly, estimates in pounds sterling or euros should be treated only as a guide. If a currency converter is operated during the sale, it is done so as a courtesy to bidders, but Phillips accepts no responsibility for any errors in currency conversion calculation.
- (e) Subject to the auctioneer's reasonable discretion, the highest bidder accepted by the auctioneer will be the buyer and the striking of the hammer marks the acceptance of the highest bid and the conclusion of a contract for sale between the seller and the buyer. Risk and responsibility for the lot passes to the buyer as set forth in Paragraph 7 below.
- (f) If a lot is not sold, the auctioneer will announce that it has been "passed," "withdrawn," "returned to owner" or "bought-in."
- (g) Any post-auction sale of lots offered at auction shall incorporate these Conditions of Sale and Authorship Warranty as if sold in the auction.

6 Purchase Price and Payment

- (a) The buyer agrees to pay us, in addition to the hammer price of the lot, the buyer's premium and any applicable sales tax (the "Purchase Price"). The buyer's premium is 25% of the hammer price up to and including \$100,000, 20% of the portion of the hammer price above \$100,000 up to and including \$2,000,000 and 12% of the portion of the hammer price above \$2,000,000. Phillips reserves the right to pay from our compensation an introductory commission to one or more third parties for assisting in the sale of property offered and sold at auction.
- (b) Sales tax, use tax and excise and other taxes are payable in accordance with applicable law. All prices, fees, charges and expenses set out in these Conditions of Sale are quoted exclusive of applicable taxes. Phillips will only accept valid resale certificates from US dealers as proof of exemption from sales tax. All foreign buyers should contact the Client Accounting Department about tax matters.

- (c) Unless otherwise agreed, a buyer is required to pay for a purchased lot immediately following the auction regardless of any intention to obtain an export or import license or other permit for such lot. Payments must be made by the invoiced party in US dollars either by cash, check drawn on a US bank or wire transfer, as follows:
- (i) Phillips will accept payment in cash provided that the total amount paid in cash or cash equivalents does not exceed US\$10,000. Buyers paying in cash should do so in person at our Client Accounting Desk at 450 Park Avenue during regular weekday business hours.
- (ii) Personal checks and banker's drafts are accepted if drawn on a US bank and the buyer provides to us acceptable government issued identification. Checks and banker's drafts should be made payable to "Phillips." If payment is sent by mail, please send the check or banker's draft to the attention of the Client Accounting Department at 450 Park Avenue, New York, NY 10022 and make sure that the sale and lot number is written on the check. Checks or banker's drafts drawn by third parties will not be accepted.
- (iii) Payment by wire transfer may be sent directly to Phillips. Bank transfer details:

Citibank

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

Please reference the relevant sale and lot number.

- (d) As a courtesy to clients, Phillips will accept American Express, Visa and Mastercard to pay for invoices of \$100,000 or less. A processing fee of 3.5% will apply.
- (e) Title in a purchased lot will not pass until Phillips has received the Purchase Price for that lot in cleared funds. Phillips is not obliged to release a lot to the buyer until title in the lot has passed and appropriate identification has been provided, and any earlier release does not affect the passing of title or the buyer's unconditional obligation to pay the Purchase Price.

7 Collection of Property

- (a) Phillips will not release a lot to the buyer until we have received payment of its Purchase Price in full in cleared funds, the buyer has paid all outstanding amounts due to Phillips or any of our affiliated companies, including any charges payable pursuant to Paragraph 8 (a) below, and the buyer has satisfied such other terms as we in our sole discretion shall require, including completing any anti-money laundering or anti-terrorism financing checks. As soon as a buyer has satisfied all of the foregoing conditions, he or she should contact our Shipping Department at +1212 940 1372 or +1212 940 1373 to arrange for collection of purchased property.
- (b) The buyer must arrange for collection of a purchased lot within seven days of the date of the auction. Promptly after the auction, we will transfer all lots to our warehouse located at 29-09 37th Avenue in Long Island City, Queens, New York. All purchased lots should be collected at this location during our regular weekday business hours. As a courtesy to clients, Phillips will upon request transfer on a biweekly basis purchased lots suitable for hand-carry back to our premises at 450 Park Avenue, New York, New York for collection within 30 days following the date of the auction. Purchased lots are at the buyer's risk, including the responsibility for insurance, from the earlier to occur of (i) the date of collection or (ii) seven days after the auction. Until risk passes, Phillips will compensate the buyer for any loss or damage to a purchased lot up to a maximum of the Purchase Price paid, subject to our usual exclusions for loss or damage to property.
- (c) As a courtesy to clients, Phillips will, without charge, wrap purchased lots for hand-carry only. We will, at the buyer's expense, either provide packing, handling, insurance and shipping services or coordinate with shipping agents instructed by the buyer in order to facilitate such services for property bought at Phillips. Any such instruction, whether or not made at our recommendation, is entirely at the buyer's risk and responsibility, and we will not be liable for acts or omissions of third party packers or shippers. Third party shippers should contact us by telephone at +1 212 940 1376 or by fax at +1 212 924 6477 at least 24 hours in advance of collection in order to schedule pickup.

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

8 Failure to Collect Purchases

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

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

9 Remedies for Non-Payment

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

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

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

10 Rescission by Phillips

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

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

11 Export, Import and Endangered Species Licenses and Permits

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

12 Data Protection

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

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

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

13 Limitation of Liability

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

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

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

Wondrous Beasts, Feathered Fantasies: R.W. Martin & Brothers



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

- (d) Subject to subparagraph (e) below, none of Phillips, any of our affiliated companies or the seller shall be liable to the buyer for any loss or damage beyond the refund of the Purchase Price referred to in subparagraph (a) above, whether such loss or damage is characterized as direct, indirect, special, incidental or consequential, or for the payment of interest on the Purchase Price to the fullest extent permitted by law.
- (e) No provision in these Conditions of Sale shall be deemed to exclude or limit the liability of Phillips or any of our affiliated companies to the buyer in respect of any fraud or fraudulent misrepresentation made by any of us or in respect of death or personal injury caused by our negligent acts or omissions.

14 Copyright

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

15 General

- (a) These Conditions of Sale, as changed or supplemented as provided in Paragraph 1 above, and Authorship Warranty set out the entire agreement between the parties with respect to the transactions contemplated herein and supersede all prior and contemporaneous written, oral or implied understandings, representations and agreements.
- (b) Notices to Phillips shall be in writing and addressed to the department in charge of the sale, quoting the reference number specified at the beginning of the sale catalogue. Notices to clients shall be addressed to the last address notified by them in writing to Phillips.
- (c) These Conditions of Sale are not assignable by any buyer without our prior written consent but are binding on the buyer's successors, assigns and representatives.
- (d) Should any provision of these Conditions of Sale be held void, invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect. No failure by any party to exercise, nor any delay in exercising, any right or remedy under these Conditions of Sale shall act as a waiver or release thereof in whole or in part.

16 Law and Jurisdiction

- (a) The rights and obligations of the parties with respect to these Conditions of Sale and Authorship Warranty, the conduct of the auction and any matters related to any of the foregoing shall be governed by and interpreted in accordance with laws of the State of New York, excluding its conflicts of law rules.
- (b) Phillips, all bidders and all sellers agree to the exclusive jurisdiction of the (i) state courts of the State of New York located in New York City and (ii) the federal courts for the Southern and Eastern Districts of New York to settle all disputes arising in connection with all aspects of all matters or transactions to which these Conditions of Sale and Authorship Warranty relate or apply.
- (c) All bidders and sellers irrevocably consent to service of process or any other documents in connection with proceedings in any court by facsimile transmission, personal service, delivery by mail or in any other manner permitted by New York law or the law of the place of service, at the last address of the bidder or seller known to Phillips.

17 Sales Tax

Unless the buyer has delivered a valid certificate evidencing exemption from tax, the buyer shall pay applicable New York, California, Colorado or Florida sales tax on any lot picked up or delivered anywhere in the states of New York, California, Colorado or Florida.

Authorship Warranty

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

- (a) Phillips gives this Authorship Warranty only to the original buyer of record (i.e., the registered successful bidder) of any lot. This Authorship Warranty does not extend to (i) subsequent owners of the property, including purchasers or recipients by way of gift from the original buyer, heirs, successors, beneficiaries and assigns; (ii) property where the description in the catalogue states that there is a conflict of opinion on the authorship of the property; (iii) property where our attribution of authorship was on the date of sale consistent with the generally accepted opinions of specialists, scholars or other experts; (iv) property whose description or dating is proved inaccurate by means of scientific methods or tests not generally accepted for use at the time of the publication of the catalogue or which were at such time deemed unreasonably expensive or impractical to use or likely in our reasonable opinion to have caused damage or loss in value to the lot or (v) property where there has been no material loss in value from the value of the lot had it been as described in the heading of the catalogue entry.
- (b) In any claim for breach of the Authorship Warranty, Phillips reserves the right, as a condition to rescinding any sale under this warranty, to require the buyer to provide to us at the buyer's expense the written opinions of two recognized experts approved in advance by Phillips. We shall not be bound by any expert report produced by the buyer and reserve the right to consult our own experts at our expense. If Phillips agrees to rescind a sale under the Authorship Warranty, we shall refund to the buyer the reasonable costs charged by the experts commissioned by the buyer and approved in advance by us.
- (c) Subject to the exclusions set forth in subparagraph (a) above, the buyer may bring a claim for breach of the Authorship Warranty provided that (i) he or she has notified Phillips in writing within three months of receiving any information which causes the buyer to question the authorship of the lot, specifying the auction in which the property was included, the lot number in the auction catalogue and the reasons why the authorship of the lot is being questioned and (ii) the buyer returns the lot to Phillips to the saleroom in which it was purchased in the same condition as at the time of its auction and is able to transfer good and marketable title in the lot free from any third party claim arising after the date of the auction. Phillips has discretion to waive any of the foregoing requirements set forth in this subparagraph (c) or subparagraph (b) above.
- (d) The buyer understands and agrees that the exclusive remedy for any breach of the Authorship Warranty shall be rescission of the sale and refund of the original Purchase Price paid. This remedy shall constitute the sole remedy and recourse of the buyer against Phillips, any of our affiliated companies and the seller and is in lieu of any other remedy available as a matter of law or equity. This means that none of Phillips, any of our affiliated companies or the seller shall be liable for loss or damage beyond the remedy expressly provided in this Authorship Warranty, whether such loss or damage is characterized as direct, indirect, special, incidental or consequential, or for the payment of interest on the original Purchase Price.

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450 Park Avenue New York 10022

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15 December 2015 at 5pm, lots 301-342

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