



PHILLIPS

PHOTOGRAPHS

LONDON 8 MAY 2013

I'll write whenever I can

*Embellished at the
HOG-RANCH ART dept.
By KIVOI MATHENGE
7TH DEC. 2000*

*Peter Beard
Box 4191
Nairobi
Kenya*







PHOTOGRAPHS

LONDON 8 MAY 2013 at 4pm

LOTS 1-123

VIEWING

Thursday 2 May, 10am – 6pm

Friday 3 May, 10am – 6pm

Saturday 4 May, 10am – 6pm

Sunday 5 May, 12pm – 6pm

Monday 6 May, 10am – 6pm

Tuesday 7 May, 10am – 6pm

Wednesday 8 May, 10am – 1pm

Front cover Peter Beard, *I'll Write Whenever I Can, Koobi Fora, Lake Rudolf, Kenya*, 1965

©Peter Beard, courtesy of the Peter Beard Studio, licensing Art and Commerce, lot 98 (detail)

Back cover Axel Hütte, *Olympic Peninsula I - Washington, USA*, 2004, lot 86 (detail)

Inside front cover Irving Penn, *Bee on Lips, New York, September 22, 1995*, lot 54 (detail)

Opposite Robert Mapplethorpe, *Self Portrait*, 1980, lot 12 (detail)

Inside back cover Nobuyoshi Araki, *77 Works*, n.d., lot 32 (detail)



1

GUY BOURDIN 1928-1991

Selected Images, circa 1975

Five chromogenic prints.

Varying sizes from 16.5 x 24.1 cm (6 1/2 x 9 1/2 in) to 33 x 45.1 cm (13 x 17 3/4 in) or the reverse

Estimate £10,000-15,000 \$15,300-23,000 €11,800-17,700 ± ♣

PROVENANCE

From the artist to Nancy Hall-Duncan

Christie's, London, by private treaty, November 2006

Christie's, New York, *Icons of Glamour and Style: The Constantiner Collection*, 16-17 December 2008, lot 222 and *Icons of Glamour and Style: The Constantiner Collection Part II*, 12 February 2009, lots 30, 75, 87 and 88

EXHIBITED

New York, George Eastman House, *The History of Fashion Photography*, 25 June-2 October 1978, Brooklyn Museum of Art, New York, 18 November 1977-8 January 1978, San Francisco Museum of Modern Art, California, 3 March-16 April 1978, The Art Institute of Cincinnati, Ohio, 18 May-31 July 1978, Museum of Fine Arts, St. Petersburg, Florida, 30 August-30 September 1978, for *L'Horizon du Soir le Noir*, 1976

LITERATURE

N. Hall-Duncan, *The History of Fashion Photography*, New York: Alpine, 1979, p. 197

S. Verthime, ed., *Guy Bourdin: In Between*, Göttingen: Steidl, 2010, p. 153 for *L'Horizon du Soir le Noir*, 1976 there titled *Vogue Paris, June*, 1976 and p. 190 for *Fashion Study, French Vogue*, circa 1975 there titled *Vogue Paris, June*, 1975

Titles include: *Fashion study, French Vogue*, circa 1975; *Fashion study, French Vogue*, circa 1975; *L'Horizon du Soir le Noir*, 1976; *Fashion study, French Vogue*, circa 1975; *Fashion study, (Minstrels and models)*, *French Vogue*, circa 1975

Early colour prints by Guy Bourdin are rare. They are likely unique prints from a time when Bourdin made virtually no colour prints. Working as he did for the magazine page, he submitted his original transparencies from which the printing plates would be engraved.



2

GUY BOURDIN 1928-1991

Selected fashion studies, 1970s

Three chromogenic prints.

Varying sizes from 11.2 x 11.2 cm (4 3/8 x 4 3/8 in) (for each image within the group of six) to 40.4 x 49.6 cm (15 7/8 x 19 1/2 in)

Estimate £3,000-5,000 \$4,600-7,700 €3,500-5,900 ± ♣

PROVENANCE

From the artist to Nancy Hall-Duncan

Christie's, London, by private treaty, November 2006

Christie's, New York, *Icons of Glamour and Style: The Constantiner Collection Part II*, 12 February 2009, lot 89



3

MILES ALDRIDGE b. 1964

Immaculée #3, 2007

Lambda print.

50.9 x 39.3 cm (20 x 15 1/2 in)

Signed in ink, printed title, date and number 1/10 on an artist's label accompanying the work.

Estimate £3,000-5,000 \$4,600-7,700 €3,500-5,900 ♣

PROVENANCE

Reflex, Amsterdam

LITERATURE

Acid Candy: Miles Aldridge, exh. cat., Reflex New Art Gallery, Amsterdam, 2008, p. 57

Miles Aldridge: Pictures for Photographs, Göttingen: Edition 7L/Steidl, 2009, n.p.



4

MARTIN PARR b. 1952

Untitled, 2002 from The Phone Book, 1998-2002

Chromogenic print, flush-mounted.

40.5 x 26.5 cm (15 7/8 x 10 3/8 in)

Signed, dated, numbered 1/10 and annotated 'Phones' in ink on the reverse of the frame.

Estimate £1,000-2,000 \$1,500-3,100 €1,200-2,400 ♣

PROVENANCE

Rocket Gallery, London

Sotheby's, London, 29 May 2007, lot 208

LITERATURE

M. Parr, *The Phone Book 1998-2002*, London: Rocket, 2002, n.p.



5

STEVEN MEISEL b. 1954

Untitled VII from *Four Days in LA: The Versace Pictures*, 2000

Chromogenic print.

122 x 150 cm (48 x 59 in)

Signed in ink, printed title, date and number 3/6 on a certificate of authenticity affixed to the reverse of the frame.

Estimate £10,000-15,000 \$15,300-23,000 €11,800-17,700 ±

PROVENANCE

White Cube, London

LITERATURE

S. Meisel, *Four Days in LA: The Versace Pictures*, exh. cat., White Cube, London, 2001, cover (detail) and n.p.



6

DAVID LACHAPELLE b. 1963

Pamela Anderson: Over Easy, 1998

Chromogenic print, flush-mounted.

93 x 75.5 cm (36 5/8 x 29 3/4 in)

Signed in ink, printed title, date and number 6/7 on an artist's label affixed to the reverse of the frame.

Estimate £10,000-15,000 \$15,300-23,000 €11,800-17,700

PROVENANCE

Maruani & Noirhomme Gallery, Brussels

LITERATURE

Hotel LaChapelle, London: Booth-Clibborn, 1999, p. 82

David LaChapelle, exh. cat., Photology, Milan, 2001, n.p.



7

DAVID LACHAPELLE b. 1963

Gisèle: All American, 2000

Chromogenic print, Diasec mounted.

100 x 73 cm (39 3/8 x 28 3/4 in)

Signed in ink, printed title, date and number 2/7 on an artist's label affixed to the reverse of the flush-mount.

Estimate £10,000-15,000 \$15,300-23,000 €11,800-17,700

PROVENANCE

Maruani & Noirhomme Gallery, Brussels



8

DAVID LACHAPELLE b. 1963

Addicted to Diamonds, New York, 1997

Fujicolor Crystal Archive print.

59.5 x 43 cm (23 3/8 x 16 7/8 in)

Signed, titled, dated and numbered 27/30 in ink on the verso.

Estimate £10,000-15,000 \$15,300-23,000 €11,800-17,700

PROVENANCE

Private Collection, Europe

LITERATURE

Hotel LaChapelle, London: Booth-Clibborn, 1999, p. 30

David LaChapelle, exh. cat., Photology, Milan, 2001, n.p.

David LaChapelle, Florence: Giunti, 2007, pl. 191 p. 326



9

DAVID LACHAPELLE b. 1963

Naomi Campbell: Bon Appetite, New York, 1999

Fujicolor Crystal Archive print, printed later, Diasac mounted.

74.6 x 100 cm (29 3/8 x 39 3/8 in)

Signed in ink, printed title, date and number AP 3/4 on an artist's label accompanying the work. One from an edition of 7 plus 4 artist's proofs.

Estimate £15,000-20,000 \$23,000-30,600 €17,700-23,600

PROVENANCE

Galerie Paul Janssen, Grimaud



10

ALBERT WATSON b. 1942

Kate Moss, Marrakech (Contact), 1993

Digital chromogenic print, printed 2008, flush-mounted.

103.5 x 175.8 cm (40 3/4 x 69 1/4 in)

Signed, titled, dated and numbered 6/10 in ink on a label accompanying the work.

Estimate £10,000-15,000 \$15,300-23,000 €11,800-17,700 ♠

PROVENANCE

Private Collection, London

LITERATURE

Frozen 100: A Retrospective by Albert Watson, exh. cat., Rotonda di Via Besana, Milan, 2004, n.p. (single image from the contact sheet)

Albert Watson: The Vienna Album, Munich: Schirmer/Mosel, 2005, n.p. (single image from the contact sheet)

Albert Watson Contact, exh. cat., Galería Hartmann, Barcelona, 2008, n.p.



11

ANNIE LEIBOVITZ b. 1949

David Hockney, Los Angeles, 1983

Archival pigment print, printed later.

44.5 x 45.7 cm (17 1/2 x 18 in)

Signed and numbered 9/25 in pencil on the verso.

Estimate £4,000-6,000 \$6,100-9,200 €4,700-7,100 ±

PROVENANCE

Acquired directly from the artist

12

ROBERT MAPPLETHORPE 1946-1989

Self Portrait, 1980

Gelatin silver print.

35.5 x 35.5 cm (13 7/8 x 13 7/8 in)

Signed, titled, dated, numbered 13/15 in ink and copyright credit reproduction limitation stamp on the reverse of the flush-mount.

Estimate £30,000-50,000 \$45,900-76,500 €35,400-59,000

PROVENANCE

Lipanjepuntin Contemporary Art Gallery, Trieste
Private Collection, Europe

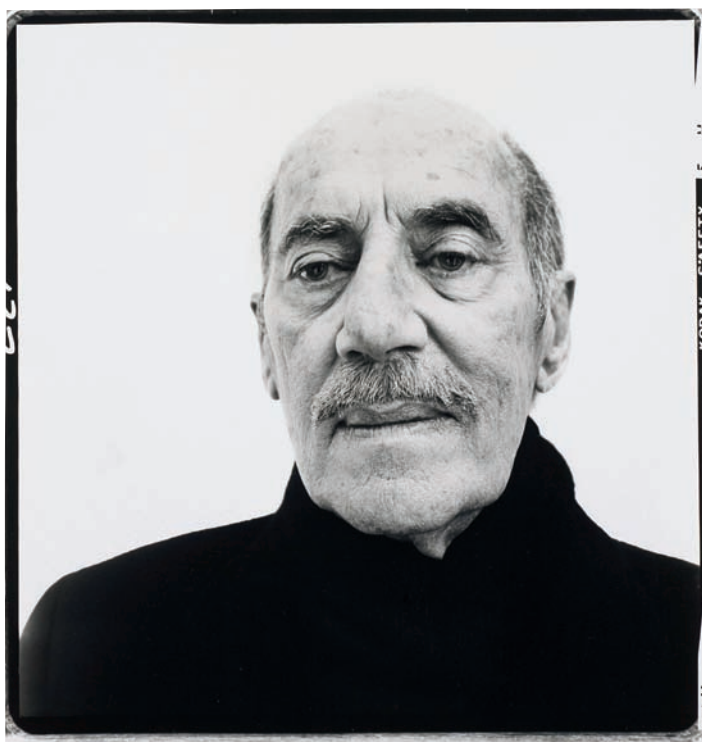
LITERATURE

R. Mapplethorpe, *Certain People: A Book of Portraits*, Twelvetreepress Press, 1985, cover (detail) and n.p.



“The formality and intensity of the early photographers are evident in what I do. I use a rather slow film and long exposures... and it gives you a certain intensity. I’m working with old fashioned techniques.....there hasn’t been a creative portrait photographer since Nadar in the 19th century.”

ROBERT MAPPLETHORPE, 1978



13

RICHARD AVEDON 1923-2004

Groucho Marx, actor, Beverly Hills, California, April 12, 1972

Gelatin silver print, printed 1975.

42 x 39.7 cm (16 1/2 x 15 5/8 in)

Signed, numbered 10/50 in ink, copyright credit reproduction limitation, title, date and edition stamps on the verso.

Estimate £6,000-8,000 \$9,200-12,200 €7,100-9,400

PROVENANCE

Fahey/Klein Gallery, Los Angeles

LITERATURE

Richard Avedon: Evidence 1944-1994, New York: Random House, 1994, p. 155

Richard Avedon: Portraits, New York: Harry N. Abrams, 2002, n.p.

Richard Avedon Photographs 1946-2004, Louisiana Museum of Modern Art, 2007, n.p.



14

ROBERT MAPPLETHORPE 1946-1989

William Burroughs, 1980

Gelatin silver print.

35.5 x 35 cm (13 7/8 x 13 3/4 in)

Signed, dated, numbered 2/15 in ink in the margin; signed, dated in ink and copyright credit reproduction limitation stamp on the reverse of the flush-mount.

Estimate £6,000-8,000 \$9,200-12,200 €7,100-9,400

PROVENANCE

Sotheby's, New York, 18 April 1997, lot 471

LITERATURE

M. Holborn, D. Levas, eds., *Mapplethorpe*, teNeues, 2007, p. 200

R. Mapplethorpe, *Certain People: A Book of Portraits*, Twelvetees Press, 1985, n.p.



15

DAVID BAILEY b. 1938

The Kray Brothers, 1965

Gelatin silver print, printed 1989.

45.5 x 45.5 cm (17 7/8 x 17 7/8 in)

Signed, titled, dated, annotated 'one of 13' and 'printed by David Bailey' in pencil on the verso.

Estimate £6,000-8,000 \$9,200-12,200 €7,100-9,400 ♠

PROVENANCE

Acquired directly from the artist

LITERATURE

D. Bailey, *Black and White Memories: Photographs, 1948-1969*, London: Dent, 1983, pl. 77

M. Harrison, ed., *David Bailey: Archive One, 1957 - 1969*, London: Thames & Hudson, 1999, pp. 162-163



16

SAM TAYLOR-WOOD b. 1967

XV Seconds (after Scorsese), 2000

Chromogenic print, flush-mounted.

124 x 122 cm (48 7/8 x 48 in)

Printed credit, title, date and number on a gallery label affixed to the reverse of the frame. One from an edition of 6.

Estimate £6,000-8,000 \$9,200-12,200 €7,100-9,400 ♠

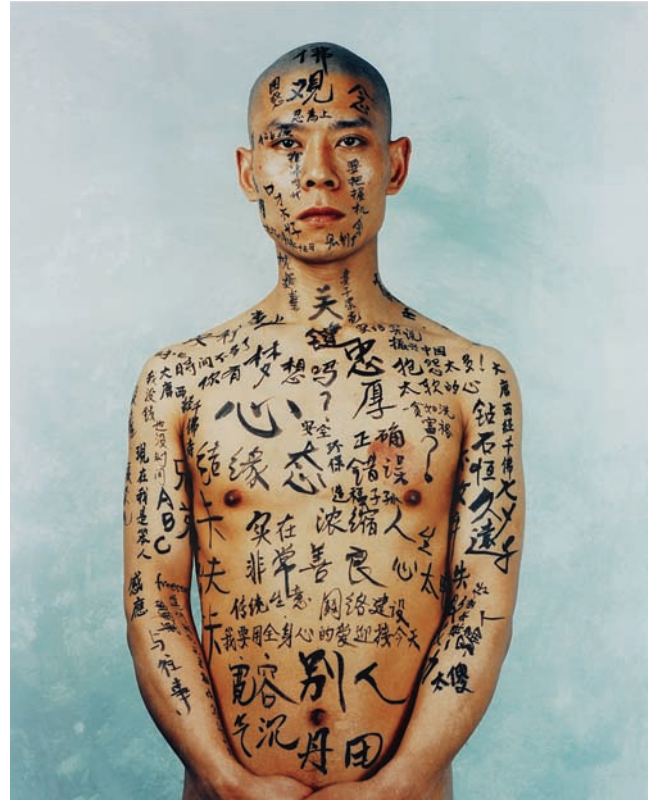
PROVENANCE

White Cube, London

LITERATURE

Sam Taylor-Wood, exh. cat., for Hayward Gallery, London.

Göttingen: Steidl, 2002, n.p.



17

ZHANG HUAN b. 1965

1/2, 1998

Chromogenic print, flush-mounted.

127 x 101.6 cm (50 x 40 in)

Signed, titled, dated and numbered 14/15 in ink on a label affixed to the reverse of the backing board.

Estimate £6,000-8,000 \$9,200-12,200 €7,100-9,400 ‡

PROVENANCE

Barry Friedman Gallery, New York

Private Collection, New York

Sotheby's, London, Contemporary Art Day Sale, 15 October 2007, lot 175

LITERATURE

M. Chiu, ed., *Zhang Huan: Altered States*, Milan: Edizioni Charta, 2007, p. 125



18

JERRY SCHATZBERG b. 1927

Bob Dylan, "Musician/Poet", 1965

Platinum palladium print, printed later.

47 x 47 cm (18 1/2 x 18 1/2 in)

Signed, titled, dated and numbered 5/12 in pencil in the margin.

Estimate £3,000-5,000 \$4,600-7,700 €3,500-5,900 ₣

PROVENANCE

Acquired directly from the artist

19

ARNOLD NEWMAN 1918-2006

Igor Stravinsky, New York City, 1946

Gelatin silver print, printed later and mounted.

25 x 47 cm (9 7/8 x 18 1/2 in)

Signed, titled, dated and copyright in pencil in the margin.

Estimate £4,000-6,000 \$6,100-9,200 €4,700-7,100

PROVENANCE

Sotheby's, London, 19 May 2009, lot 93

LITERATURE

Arnold Newman: Five Decades, New York: Harcourt Brace Jovanovich, 1986, pl. 61

Chorus of Light: Photographs from the Sir Elton John Collection, exh. cat., High Museum of Modern Art, Atlanta, 2000, p. 180



20

HELMUT NEWTON 1920-2004

Nude in Seaweed St. Tropez, 1976

Gelatin silver print from *Private Property Suite I*, printed 1984.

26.7 x 26.7 cm (10 1/2 x 10 1/2 in)

Signed, numbered 6/75, annotated print '12' suite 'I' in pencil and
copyright credit reproduction limitation portfolio stamp on the verso.

Estimate £5,000-7,000 \$7,700-10,700 €5,900-8,300 ±

PROVENANCE

Private Collection, New York



21

HELMUT NEWTON 1920-2004

Arielle IV, Monte-Carlo, 1982

Gelatin silver print, printed later.

36.5 x 24.3 cm (14 3/8 x 9 5/8 in)

Signed, titled, dated and numbered 8/10 in pencil on the verso.

Estimate £3,000-5,000 \$4,600-7,700 €3,500-5,900

PROVENANCE

Camera Work, Berlin

Private Collection, Europe



22

ALBERT WATSON b. 1942

Christy Turlington, New York City, 1990

Gelatin silver print.

35.3 x 27.5 cm (13 7/8 x 10 7/8 in)

Signed, titled and dated in pencil on the verso.

Estimate £2,000-3,000 \$3,100-4,600 €2,400-3,500 ♠

PROVENANCE

Camera Work, Berlin

Private Collection, Europe

LITERATURE

Albert Watson: Cyclops, Boston: Bulfinch Press, 1994, n.p.

Albert Watson: The Vienna Album, Munich: Schirmer/Mosel, 2005, n.p.

J. Crump, *Albert Watson*, London: Phaidon, 2007, p. 73



23

LEE FRIEDLANDER b. 1934

Nude (Madonna), 1979

Gelatin silver print.

33 x 21.9 cm (13 x 8 5/8 in)

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

Estimate £15,000-20,000 \$23,000-30,600 €17,700-23,600 ₺

PROVENANCE

Jackson Fine Art, Atlanta

LITERATURE

M. Holborn, ed., *Lee Friedlander: Nudes*, New York: Pantheon Books, 1991, p. 74



24

PATRICK DEMARCHELIER b. 1943

Nude, New York, 1975

Gelatin silver print, printed later.

45.2 x 33 cm (17 3/4 x 12 7/8 in)

Signed, titled, dated, numbered 11/20 in pencil, copyright credit reproduction limitation, credit and edition stamps on the reverse of the flush-mount.

Estimate £3,500-4,500 \$5,400-6,900 €4,100-5,300 ₣ ♣

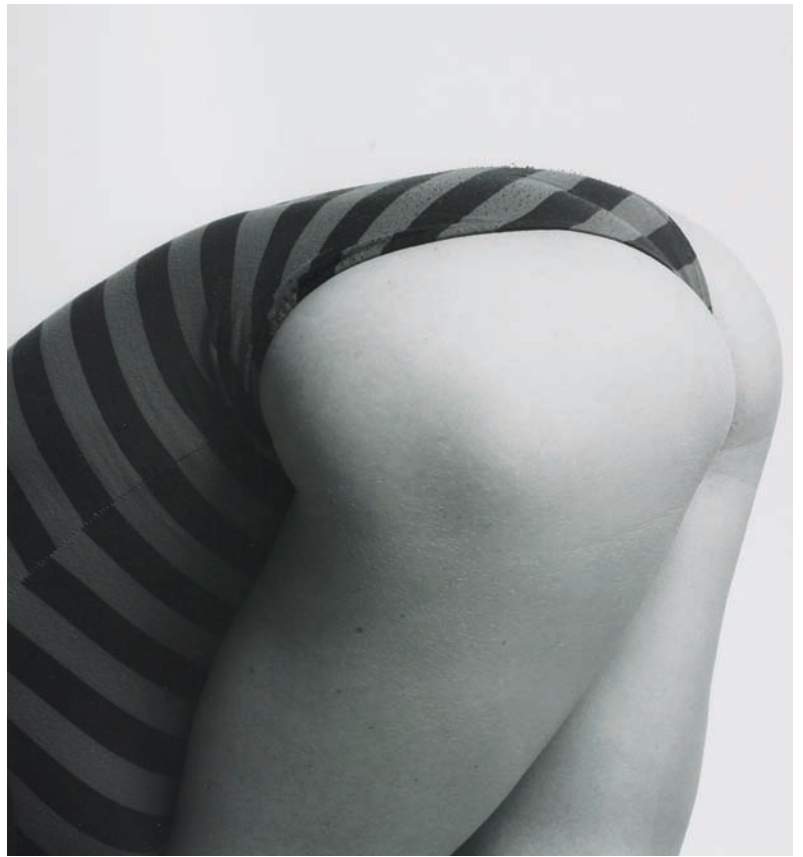
PROVENANCE

Private Collection, New York

LITERATURE

Patrick Demarchelier: Fashion Photography, Boston: Bulfinch Press, 1989, p. 106

Patrick Demarchelier: Photographs, London: Pavilion Books, 1995, pl. 26



Δ 25

PHOTOGRAPHS FROM THE COLLECTION OF LISA LYON

ROBERT MAPPLETHORPE 1946-1989

Lisa Lyon, 1982

Gelatin silver print.

38.4 x 38.4 cm (15 1/8 x 15 1/8 in)

Signed, dated and numbered AP 1/2 in ink in the margin; signed, dated in ink and copyright credit reproduction limitation stamp on the reverse of the flush-mount. One from an edition of 10 plus 2 artist's proofs.

Estimate £3,000-5,000 \$4,600-7,700 €3,500-5,900 ₣

PROVENANCE

Acquired directly from the artist

LITERATURE

R. Mapplethorpe, *Lady: Lisa Lyon*, New York: St. Martin's Press, 1983, p. 122



26

ROBERT MAPPLETHORPE 1946-1989

Lydia Cheng, 1987

Gelatin silver print.

48.9 x 58.4 cm (19 1/4 x 23 in)

Signed by Michael Ward Stout, Executor, in ink, titled, dated, numbered 9/10 in an unidentified hand in ink and pencil, Robert Mapplethorpe signature and copyright credit reproduction limitation stamps on the reverse of the flush-mount.

Estimate £15,000-20,000 \$23,000-30,600 €17,700-23,600

PROVENANCE

Galeria Ramis Barquet, New York
Timothy Taylor Gallery, London
Private Collection, London

LITERATURE

J. Kardon, *Robert Mapplethorpe: The Perfect Moment*, exh. cat., Institute of Contemporary Art, University of Pennsylvania, Philadelphia, 1988, p. 95
Robert Mapplethorpe: Ten by Ten, Munich: Schirmer/Mosel, 1988, pl. 54
M. Holborn, D. Levas, eds., *Mapplethorpe*, teNeues, 2007, p. 265

27

ERWIN BLUMENFELD 1897-1969

Nude Under Wet Silk, Paris, circa 1937

Gelatin silver print, printed 1950s.

34.3 x 26.7 cm (13 1/2 x 10 1/2 in)

Signed and annotated 'original print by Erwin Blumenfeld' by Henry Blumenfeld, the artist's son, in ink on the verso.

Estimate £7,000-9,000 \$10,700-13,800 €8,300-10,600 ♠

PROVENANCE

Henry Blumenfeld, the artist's son
James Danziger Gallery, New York
Sotheby's, New York, *Important Photographs from a Private Collection*, 27 April 2004, lot 30

LITERATURE

E. Blumenfeld, *Blumenfeld: My One Hundred Best Photos*, London: A. Zwenner, 1981, p. 133
W. A. Ewing, M. Schinz, *Blumenfeld: A Fetish for Beauty*, London: Thames & Hudson, 1996, pl. 61
Y. Blumenfeld, *The Naked and the Veiled: The Photographic Nudes of Blumenfeld*, London: Thames & Hudson, 1999, p. 85 (variant)





28

EDWARD WESTON 1886-1958

Nautilus Shell (Cross-section), 1927

Gelatin silver print, printed later by Cole Weston.

23.5 x 18.5 cm (9 1/4 x 7 1/4 in)

Signed by Cole Weston, the artist's son, in pencil, 'negative by Edward Weston' signature stamp, titled 'Shell' and dated in an unidentified hand in pencil on the reverse of the mount.

Estimate £3,000-5,000 \$4,600-7,700 €3,500-5,900

PROVENANCE

Weston Gallery, Carmel

LITERATURE

M. Heiting, ed., *Edward Weston 1886-1958*, Cologne: Taschen, 1999, p. 96

J. A. Watts, ed., *Edward Weston: A Legacy*, London: Merrell, 2003, pl. 1



29

EDWARD WESTON 1886-1958

Nude, (Bertha, Glendale), 1927

Gelatin silver print, printed later by Cole Weston.

18 x 20.8 cm (7 1/8 x 8 1/4 in)

Signed by Cole Weston, the artist's son, in pencil, 'negative by Edward Weston' signature stamp, titled 'Nude' and dated in an unidentified hand in pencil on the reverse of the mount.

Estimate £3,000-5,000 \$4,600-7,700 €3,500-5,900

PROVENANCE

Weston Gallery, Carmel

LITERATURE

G. Morra, ed., *Edward Weston: Forms of Passion, Passion of Forms*, London: Thames & Hudson, 1995, p. 147

Edward Weston, exh.cat., The Hayward Gallery, London, 1999, cover and pl. 11

B. Abbott, ed., *Edward Weston's Book of Nudes*, Los Angeles: Getty Publications, 2007, pl. 4



30

HEINZ HAJEK-HALKE 1898-1983

Nude in Motion, 1934

Toned gelatin silver print.

39.6 x 29.8 cm (15 5/8 x 11 3/4 in)

Signed, titled, dated, annotated 'partially lightened, normal print developed with brown toner' in German in ink and '1 Berlin 33/ Wernerstraße 5/7' credit stamp on the verso.

Estimate £3,000-5,000 \$4,600-7,700 €3,500-5,900 ♠

PROVENANCE

Acquired directly from the estate of the artist

LITERATURE

Heinz Hajek-Halke: Form aus Licht und Schatten, Göttingen: Steidl, 2005, p. 81

K. Honnef, M. Ruetz, *Heinz Hajek-Halke: Artist, Anarchist*, Göttingen: Steidl, 2006, p. 86



31

ROBERT MAPPLETHORPE 1946-1989

Irises, 1986

Gelatin silver print.

47.8 x 47.8 cm (18 7/8 x 18 7/8 in)

Signed by Michael Ward Stout, Executor, in ink, credited, titled, dated, numbered 10/10, copyright in an unidentified hand in ink, Robert Mapplethorpe signature and copyright credit reproduction limitation stamp on the reverse of the flush-mount.

Estimate £12,000-18,000 \$18,400-27,600 €14,200-21,200

PROVENANCE

LipanjePuntin Contemporary Art Gallery, Trieste

Private Collection, Europe

LITERATURE

Mapplethorpe: The Complete Flowers, teNeues, 2006, pl. 138

M. Holborn, D. Levas, eds., *Mapplethorpe*, teNeues, 2007, p. 263

“What makes (photography) obscene is its terrible cruelty. Happiness may be fleeting but it is the reason we go on living. Photography is the joy that precedes pain, the moment of life just before death.”

NOBUYOSHI ARAKI

32

NOBUYOSHI ARAKI b. 1940

77 Works, n.d.

Twenty-nine digital chromogenic prints, twenty-seven gelatin silver prints, eight Polaroids, eight colour copy prints, three digital chromogenic prints with acrylic, one dye destruction print and one chromogenic print.

Various sizes from 7.8 x 7.7 cm (3 1/8 x 3 in) to 60 x 75.5 cm (23 5/8 x 29 3/4 in) or the reverse

Each variously signed; six titled, dated; three annotated in Japanese; eight initialled 'A'; three with self-portrait doodle, all in ink or pencil, on the recto or verso.

Estimate £100,000-120,000 \$153,000-184,000 €118,000-142,000 ₣

PROVENANCE

Variously acquired from and including:

Directly from the artist; Galerie Scalo, Zurich; White Cube, London; Galerie 1900-2000, Paris; Gallery Naruyama, Tokyo

EXHIBITED

Kunstmuseum Bern, *Missing link: The Image of Man in Contemporary Photography*, 3 September – 7 November 1999 (two exhibited)

LITERATURE

N. Araki, *Sentimental Journey, Winter Journey*, Shinchosha Publishing, 1991

Nobuyoshi Araki: Tokyo Nostalgia, Milan: Photology, 1998

Missing link: The Image of Man in Contemporary Photography, Edition Stemmler, 2000

Araki, Cologne: Taschen, 2002

N. Araki, *Personal Sentimentalism in Photography*

For anyone who truly is drawn to the work of the great Japanese protagonist, Nobuyoshi Araki, a commonality must be the desire to break down some of the prejudices that exist in relationship to his work. These frustrating but sometimes understandable assumptions can only block a truer appreciation of the artist's expressive energy, insatiable appetite for life lived at its most sensuous level and the richness that his quick fire performing camera conjures.

Multiplicity is key when viewing the stories that Araki presents – strewn with cultural references and littered with props which prick at our sense of humour immediately but also our sense of soul for so much longer, leaving a deep impression and a wish to see more of his theatrical subjects interact alongside each other. Leaving aside a certain hedonism one cannot ignore the steeping poetic thread that runs between day and night, metropolis and intimate stage, love and death, beauty and ruin, all obsessions which form the foundations of Araki's intense and complex landscape.

Continuing the tradition of early Japanese Culture, the erotic content of Araki's photographs has been likened to notable examples of early Japanese painting; one such reference being the *emakimono* paintings from the Kamakura period (1185-1333) which focus on erotic themes combined with social satire.

Essentially through the cycles he presents and the instinctive talent he has to juxtapose and edit his cathartic visual journey by moving the viewer towards an 'awareness' of living – and the chance for us to find ourselves faced with a new experience through his serialization, something which astounds us as though we are seeing for the first time. As if that wasn't in itself an achievement of epic proportions – he could also be considered one of the most efficacious contemporary interpreters of sensuality alive.







“There are so many interesting photographers, but why don't they think about the structure of photography? They're young, they're curious, but they're not interested. So I had to do this work because no one else would.”

THOMAS RUFF, 2009



33

THOMAS RUFF b. 1958

jpeg vs01, 2004

Digital chromogenic print, face-mounted to Plexiglas.

Overall 185 x 242 cm (72 7/8 x 95 1/4 in)

Signed, titled, dated and numbered 1/3 in pencil on the verso and on the reverse of the backing board. One from an edition of 3 plus 1 artist's proof.

Estimate £35,000-45,000 \$53,600-68,900 €41,300-53,100 ± ♠

PROVENANCE

Galerie Rüdiger Schöttle, Munich

LITERATURE

Thomas Ruff: jpegs, New York: Aperture, 2009, n.p.



34

THOMAS RUFF b. 1958

05h 08m/-65°, 1990

Chromogenic print, face-mounted to Plexiglas.

Overall 258 x 186.2 cm (101 5/8 x 73 1/4 in)

Signed, dated and numbered 1/2 in pencil on the verso. One from an edition of 2 plus 1 artist's proof.

Estimate £50,000-70,000 \$76,500-107,000 €59,000-82,600 ♣

PROVENANCE

Private Collection, Germany

LITERATURE

M. Winzen, ed., *Thomas Ruff: 1979 to the Present*, Cologne: König, 2001, p. 198



35

FLORIAN MAIER-AICHEN b. 1973

Untitled, 2007

Chromogenic print, face-mounted to Plexiglas.

118 x 150 cm (46 1/2 x 59 in)

Signed, dated and numbered 2/6 in ink on a gallery label affixed to the reverse of the frame. One from an edition of 6 plus 2 artist's proofs.

Estimate £20,000-30,000 \$30,600-45,900 €23,600-35,400 ♠

PROVENANCE

Blum & Poe, Los Angeles

Christies, London, Post-War & Contemporary Art Day Auction, 15 October 2010, lot 380

LITERATURE

Florian Maier-Aichen, exh. cat., Museum of Contemporary Art, Los Angeles, 2007, pl. 14



36

JEAN-MARC BUSTAMANTE b. 1952

T.8.01, 2001

Chromogenic print, flush-mounted.

238.5 x 159 cm (93 7/8 x 62 5/8 in)

Signed in ink, printed title, date and number 2/6 on a certificate of authenticity accompanying the work. One from an edition of 6 plus 1 artist's proof.

Estimate £6,000-8,000 \$9,200-12,200 €7,100-9,400 ₣ ♠

PROVENANCE

Timothy Taylor Gallery, London

LITERATURE

Jean-Marc Bustamante: Private Crossing, exh. cat., Centro de Arte de Salamanca, 2003, p. 105

“Yes there is a certain power to a photograph. The camera has a way of disorientating a person, if it wants to and, for me when it disorients it’s got real value.”

ED RUSCHA

37

ED RUSCHA b. 1937

Vacant Lots, 1970

Four gelatin silver prints, printed 2003.

Each 55.5 x 55.5 cm (21 7/8 x 21 7/8 in)

Each signed, dated and numbered 7/35 in pencil on the reverse of the flush-mount.

Estimate £12,000-18,000 \$18,400-27,600 €14,200-21,200

“Ruscha’s relationship to photography is complex and ambivalent, and the work is difficult to define. The photographs’ amateurish quality and snapshot size intrigued his contemporaries. Neither purely documentary nor purely artistic, their subject matter was stereotypical and banal, with motifs drawn mostly from ordinary outdoor sites in Southern California or the western United States. This, along with their presentation as strings of consecutive images, created a mythical road-movie or photo novel effect laced with Beat Generation innuendo.”

(Margit Rowell, *Ed Ruscha Photographer*, Whitney Museum of American Art and Steidl, 2006, p. 11)





38

JOAN FONTCUBERTA b. 1955

Sputnik - The Odyssey of the Soyuz II

London: Eyestorm, 2000. Sixteen Baryta prints, three dye destruction prints and two drawing reproductions.

Varying sizes from 9 x 14 cm (3 1/2 x 5 1/2 in) to 30 x 40 cm (11 3/4 x 15 3/4 in) or the reverse

Signed, numbered 10/30 in pencil on the colophon; each signed in pencil on the verso. Number 10 from an edition of 30 plus 5 artist's proofs.

Contents list, meteorite fragment in metal casing, medal and a copy of *Sputnik*. Contained in a clamshell case with aluminium slip case.

Estimate £20,000-30,000 \$30,600-45,900 €23,600-35,400 ♠

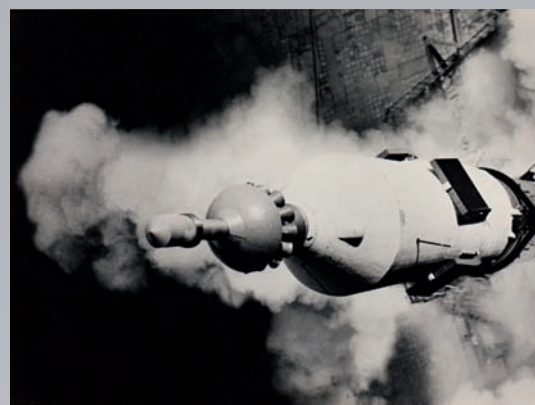
PROVENANCE

Private Collection, Switzerland

LITERATURE

J. Fontcuberta, *Sputnik*, Madrid: Fundacion Arte y Tecnologia, 1997

Joan Fontcuberta was awarded the 2013 Hasselblad Foundation International Award in Photography

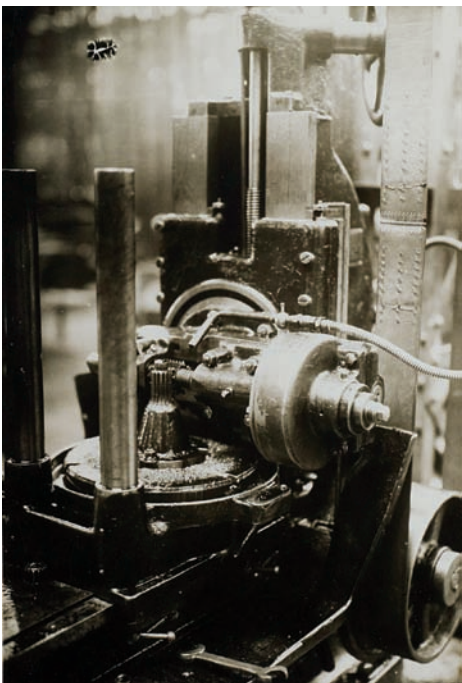




(i)



(ii)



(iii)



(iv)

39

GERMAINE KRULL 1897-1985

Selected Images, 1923-1927

Four gelatin silver prints.

Varying sizes from 16 x 11 cm (6 1/4 x 4 3/8 in) to 23 x 17 cm (9 x 6 3/4 in)

'Paris' copyright credit, 'Mention Obligatoire' stamps on the verso of print (ii); each variously credited, titled, dated and numbered in an unidentified hand in ink or pencil on the verso.

Estimate £10,000-15,000 \$15,300-23,000 €11,800-17,700 ♠ †

PROVENANCE

Eugène Merle, France

Private Collection, France

LITERATURE

Germaine Krull: Métal, Paris: Librairie des arts décoratifs, 1928, pl. 14, pl. 27 and pl. 54

K. Sichel, *Germaine Krull: Photographer of Modernity*, Cambridge, Massachusetts: The MIT Press, 1999, pl. 6.11

Germaine Krull: Métal y la fotografía industrial 1920-30, exh. cat., Guillermo de Osma Galeria, Madrid, 2011, p. 5, p. 13, p. 15 and p. 17

Titles include: (i) *Pl. 54, Tour Eiffel*, 1927, (iii) *Pl. 27, Citroën-Paris*, 1926-27, (iv) *Pl. 14, Rotterdam*, 1923 from *Metal* and (ii) *Pompes d'alimentation, Electricité de France*, 1925



40

CONSTANTIN BRANCUSI 1876-1957

View of the Studio: Portrait of Madame L.R., circa 1920

Gelatin silver print.

26.4 x 19.7 cm (10 3/8 x 7 6/8 in)

Estimate £30,000-50,000 \$45,900-76,500 €35,400-59,000 ± ♣

PROVENANCE

From the artist to Walter Pach
Private Collection, Switzerland

LITERATURE

The Little Review, vol. 8, Brancusi Number, New York, (Autumn 1921), pl. 7

Brancusi Photographe, Paris: Centre Georges Pompidou, 1977, p. 16

H. Kramer, *Brancusi, The Sculptor as Photographer*, London: David Grob Editions, 1980, pl. V1 (detail)

F. T. Bach, M. Rowell, A. Temkin, *Constantin Brancusi*, Paris: Centre Georges Pompidou/Philadelphia Museum of Art, 1995, p. 170

La Collection L'Atelier Brancusi, Paris: Centre Georges Pompidou, 1997, p. 58

C. Giménez, M. Gale, eds., *Constantin Brancusi, The Essence of Things*, exh. cat., Tate Gallery, London, 2004, p. 18

Constantin Brancusi and Richard Serra, A handbook of possibilities, Basel: Foundation Beyler, 2011, p. 67



41



42



43

41

RENÉ BURRI b. 1933

In the Ministry of Health, Rio de Janeiro, Brazil, 1960

Gelatin silver print, printed 2001.

41.9 x 27.9 cm (16 1/2 x 11 in)

Signed, dated and annotated in pencil on the verso.

Estimate £3,000-5,000 \$4,600-7,600 €3,500-5,900 ±

PROVENANCE

Acquired directly from the artist

LITERATURE

René Burri Photographs, London: Phaidon, 2004, p. 199

K. Lubben, ed., *Magnum Contact Sheets*, London: Thames & Hudson, 2011, pp. 108 and 111

42

BERENICE ABBOTT 1898-1991

New York at Night, 1932

Gelatin silver print, printed 1970s.

34 x 26 cm (13 3/8 x 10 1/4 in)

Signed in pencil on the mount; 'Maine' credit stamp on the verso.

Estimate £4,000-6,000 \$6,100-9,100 €4,700-7,100

PROVENANCE

Witkin Gallery, New York

LITERATURE

Berenice Abbott: Volume II, Göttingen: Steidl, 2008, cover, p. 2 and p. 35

Berenice Abbott: A Modern Vision, The New York Public Library, 1989, pl. 9 there titled *New York at Night. Empire State Building, 350 Fifth Avenue, West Side, 34th and 35th Streets (General View North), Manhattan*



44

43

JULIUS SHULMAN 1910-2009

Frey House, Palm Springs, California, 1953

Gelatin silver print, printed later.

51 x 40.5 cm (20 1/8 x 15 7/8 in)

Signed in ink on the recto.

Estimate £2,000-3,000 \$3,000-4,600 €2,400-3,500 ±

PROVENANCE

Acquired directly from the artist

44

RENÉ BURRI b. 1933

São Paulo, Brazil, 1960

Gelatin silver print, printed 2001.

28 x 42 cm (11 x 16 1/2 in)

Signed, titled and dated in pencil on the verso.

Estimate £3,000-5,000 \$4,600-7,600 €3,500-5,900 ±

PROVENANCE

Acquired directly from the artist

LITERATURE

J. Lacouture et al., *In Our Time: The World as Seen by Magnum Photographers*, New York & London: Norton, 1989, pp. 196-197

René Burri Photographs, London: Phaidon, 2004, cover and pp. 192-193



45

BARRY LATEGAN b. 1935

Twiggy, 1966

Gelatin silver print, printed 2006.

31.7 x 27.8 cm (12 1/2 x 10 7/8 in)

Signed, dated, numbered 27/50 in ink, printed title, date in the margin; signed, dated, numbered 27/50 and copyright in ink on the verso.

Estimate £1,800-2,200 \$2,700-3,400 €2,100-2,600 ₣

PROVENANCE

Acquired directly from the artist

LITERATURE

Twiggy: A Life in Photographs, exh. cat., National Portrait Gallery, London, 2009, cover (detail) and p. 29



46

BURT GLINN 1925-2008

Andy Warhol with Edie Sedgwick and Chuck Wein, New York, 1965

Gelatin silver print, printed later.

47.5 x 31.5 cm (18 3/4 x 12 3/8 in)

Signed in pencil on the verso.

Estimate £1,800-2,200 \$2,700-3,400 €2,100-2,600 ₣

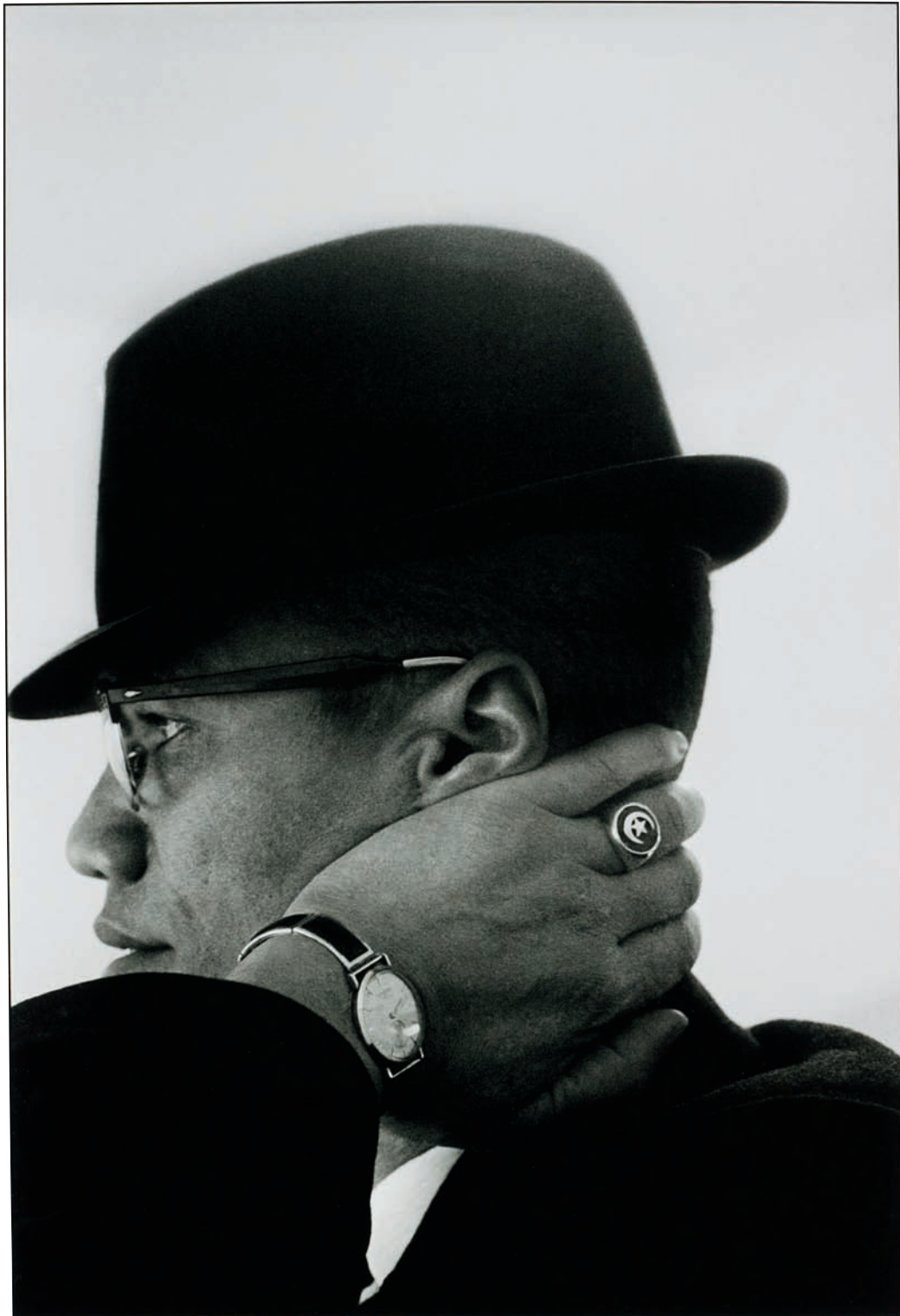
PROVENANCE

Acquired directly from the artist

LITERATURE

Kennedy, *News Photos, On the Move, Make News*, The New York Times, 2 February 2010, C1

D. Weisman, M. Painter, *Edie: Girl on Fire*, San Francisco: Chronicle Books, 2007, n.p.



47

EVE ARNOLD 1912-2012

Malcolm X, Chicago, 1961

Gelatin silver print, printed later.

48.4 x 33 cm (19 x 12 7/8 in)

Signed in pencil on the verso.

Estimate £2,500-3,500 \$3,800-5,300 €2,900-4,100 ₣

PROVENANCE

Peter Fetterman Gallery, Santa Monica

LITERATURE

B. Lardinois, ed., *Eve Arnold's People*, London: Thames & Hudson, 2009, p. 69



△48

PHOTOGRAPHS FROM THE COLLECTION OF LISA LYON

ROBERT MAPPLETHORPE 1946-1989

Lisa Lyon, 1982

Gelatin silver print.

38.4 x 48.6 cm (15 1/8 x 19 1/8 in)

Signed, dated in ink and copyright credit reproduction limitation stamp on the reverse of the flush-mount. Number AP 1 from an edition of 10 plus 2 artist's proofs.

Estimate £3,000-5,000 \$4,600-7,700 €3,500-5,900 ±

PROVENANCE

Acquired directly from the artist

LITERATURE

R. Mapplethorpe, *Lady: Lisa Lyon*, New York: St. Martin's Press, 1983, pp. 32-33



49

NORMAN PARKINSON 1913-1990

Fashion shot from Shadow Pictures, 1940s

Gelatin silver print, printed later, mounted.

35.4 x 28 cm (13 7/8 x 11 in)

Signed in ink in the margin.

Estimate £2,000-3,000 \$3,100-4,600 €2,400-3,500 ♣

PROVENANCE

Hamiltons Gallery, London



Δ50

PHOTOGRAPHS FROM THE COLLECTION OF LISA LYON

ROBERT MAPPLETHORPE 1946-1989

Lisa Lyon, 1982

Gelatin silver print.

48.9 x 38.4 cm (19 1/4 x 15 1/8 in)

Signed and numbered AP 1/2 in ink on the reverse of the flush-mount. One from an edition of 10 plus 2 artist's proofs.

Estimate £3,000-5,000 \$4,600-7,700 €3,500-5,900 ₺

PROVENANCE

Acquired directly from the artist

LITERATURE

R. Mapplethorpe, *Lady: Lisa Lyon*, New York: St. Martin's Press, 1983, p. 103



51

ORMOND GIGLI b. 1925

Girls in the Windows, New York City, 1960

Chromogenic print, printed later.

116.5 x 116.5 cm (45 7/8 x 45 7/8 in)

Signed, dated, annotated 'New York City' and numbered AP 1/3 in ink on the mount. One from an edition of 12 plus 3 artist's proofs.

Estimate £15,000-20,000 \$23,000-30,600 €17,700-23,600

PROVENANCE

Staley-Wise Gallery, New York

LITERATURE

Reflections in a Glass Eye: Works from the International Center of Photography Collection, Boston: Little, Brown & Co., 2000, pl. 63
P. Fetterman, *Woman: A Celebration*, San Francisco: Chronicle, 2003, pl. 48

52

IRVING PENN 1917-2009

Eye in Keyhole, New York, 1953

Dye transfer print, printed 1984.

48.3 x 33 cm (19 x 13 in)

Signed, titled, dated, initialed in ink, numbered in pencil and Condé Nast copyright credit reproduction limitation and edition stamps on the reverse of the mount. One from an edition of 17.

Estimate £18,000-22,000 \$27,600-33,700 €21,200-26,000 ±

PROVENANCE

Private Collection, New York

LITERATURE

J. Szarkowski, *Irving Penn*, New York: The Museum of Modern Art, 1984, pl. 64





53

WILLIAM KLEIN b. 1928

Antonia + Simone + Barber Shop, New York, (Vogue), 1961

Chromogenic print, printed 2008.

87.6 x 102.2 cm (34 1/2 x 40 1/4 in)

Signed in ink on the reverse of the flush-mount. Number 1 from an edition of 30.

Estimate £4,000-6,000 \$6,100-9,200 €4,700-7,100 ±

PROVENANCE

Private Collection, New York

LITERATURE

William Klein: In and Out of Fashion, London: Cape, 1994, pp. 88-89 there titled
Antonia, Simone D'Aillencourt, Jane Derby, 1961



54

IRVING PENN 1917-2009

Bee on Lips, New York, September 22, 1995

Dye transfer print, printed 1999.

40.4 x 57.1 cm (15 7/8 x 22 1/2 in)

Signed, titled, dated, initialled in pencil, Condé Nast copyright credit reproduction limitation, credit and edition stamps on the verso. One from an edition of 11.

Estimate £50,000-70,000 \$76,500-107,000 €59,000-82,600

PROVENANCE

Private Collection, Europe

LITERATURE

Irving Penn: Still Life, London: Thames & Hudson, 2001, n.p. (variant)

Fantastical, surreal, unreal, erotic and technically awe-inspiring are all words which may spring to mind when gazing on Irving Penn's sumptuous *Bee on Lips, New York, September 22, 1995*.

Penn's what could be described as 'fashionation' of an image is beautifully embodied in this work. He naturally composes an image of substantial resonance crafted from his sense of beauty, he creates a philosophical and sublime projection instead of what could so easily be a superficial comment. So immaculate and so pristine is the detail throughout the image; the model's eloquently lined crimson lips combined with the velvety texture of the fluffy bee is instantly beguiling.

As could often be said of Penn's work, either the genre of 'Portrait' or 'Still-life' as label could suffice. However, the word 'Portrait' could suggest more control coming from the subject whereas here there is a definite feeling of Penn at his most detailed, his most demanding, his most controlling.

Apart from the electric beauty literally buzzing from the image there is also a strange under-current of noir – association with the darker side of surrealism and an aura of potential horror.



55

HORST P. HORST 1906-1999

White Sleeve, Paris, 1936

Gelatin silver print, printed later.

56 x 42.5 cm (22 x 16 3/4 in)

Signature blindstamp in the margin; signed, titled and dated in pencil on the verso.

Estimate £6,000-8,000 \$9,200-12,200 €7,100-9,400 ♠

PROVENANCE

The Estate of Horst P. Horst
Private Collection, Europe

LITERATURE

M. Kazmaier, *Horst: Sixty Years of Photography*, London: Thames & Hudson, 1995, pl. 14 there titled 'White Sleeve', fashion shot with Doris Zelensky, Paris



56

HORST P. HORST 1906-1999

American Nude I, New York, 1982

Platinum palladium print, printed later.

51 x 50.8 cm (20 1/8 x 20 in)

Signed in pencil, annotated 'AP', 'PP/ Canvas Proof Hamiltons' in an unidentified hand in pencil on the verso.

Estimate £18,000-22,000 \$27,600-33,700 €21,200-26,000 ♠

PROVENANCE

The Estate of Horst P. Horst
Private Collection, Europe

LITERATURE

M. Kazmaier, *Horst: Sixty Years of Photography*, London: Thames & Hudson, 1995, pl. 167 there titled *Nude, New York*



57

IRVING PENN 1917-2009

Rochas Mermaid Dress (B), (Lisa Fonssagrives-Penn), Paris, 1950
Selenium toned gelatin silver print, printed 2005.

40.5 x 33 cm (15 7/8 x 12 7/8 in)

Signed, titled, dated, initialled in ink, copyright credit (courtesy Vogue)
reproduction limitation, credit and edition stamps on the reverse of the
flush-mount. One from an edition of 6.

Estimate £50,000-70,000 \$76,500-107,000 €59,000-82,600

PROVENANCE

Private Collection, Europe

LITERATURE

Irving Penn: Moments Preserved, New York: Simon and Schuster,
1960, p. 27

N. Hall-Duncan, *The History of Fashion Photography*, New York:
Alpine, 1977, p. 145

P. Devlin, A. Lieberman, *Vogue: Book of Fashion Photography*,
London: Thames & Hudson, 1979, p. 109

J. Szarkowski, *Irving Penn*, New York: The Museum of Modern
Art, 1984, pl. 58

Irving Penn: Passage, New York: Alfred A. Knopf, 1991, p. 81

D. Seidner, *Lisa Fonssagrives: Three Decades of Classic Fashion
Photography*, London: Thames & Hudson, 1996, p. 143 and 148

C. Westerbeck, ed., *Irving Penn: A Career in Photography*, exh.
cat., The Art Institute of Chicago, Chicago, 1997, pp. 72-73

Vogue, September 1950

(variants)



58

GEORGE HOYNINGEN-HUENE 1900-1968

Divers, Horst with Model, Paris, 1930

Gelatin silver print, printed later by Horst P. Horst.

18 x 14 cm (7 1/8 x 5 1/2 in)

'Hoyningen-Huene/ Horst' copyright credit blindstamp in the margin; signed, titled and annotated 'From the Collection of Horst' by Horst P. Horst in pencil on the verso.

Estimate £7,000-9,000 \$10,700-13,800 €8,300-10,600 ₣

PROVENANCE

From the collection of Horst P. Horst

LITERATURE

N. Hall-Duncan, *The History of Fashion Photography*, New York: Alpine, 1979, p. 61

Chorus of Light: Photographs from the Sir Elton John Collection, exh. cat., Atlanta: High Museum of Art, Atlanta, 2000, p. 106

59

HORST P. HORST 1906-1999

Classical Still Life, N.Y., 1937

Platinum palladium print, printed later.

45.6 x 35.9 cm (17 7/8 x 14 1/8 in)

Signed in pencil in the margin; signed, titled, dated, numbered AP 2/2 and annotated 'Platinum Palladium' in pencil on the verso. One from an edition of 10 plus 2 artist's proofs.

Estimate £15,000-20,000 \$23,000-30,600 €17,700-23,600

₣ ♣

PROVENANCE

Fay Gold Gallery, Atlanta

Phillips de Pury & Company, New York, 4 October 2011, lot 24

LITERATURE

M. Kazmaier, *Horst: Sixty Years of Photography*, London: Thames & Hudson, 1995, pl. 42





60



61

60

HORST P. HORST 1906-1999

Coco Chanel, Paris, 1937

Gelatin silver print, printed later.

24.5 x 23.3 cm (9 5/8 x 9 1/8 in)

Signed in pencil in the margin; signed, titled, dated in pencil and '188 E. 64/ NYC - 10021' credit stamp on the verso.

Estimate £2,500-3,500 \$3,800-5,400 €2,900-4,100 ♠

PROVENANCE

Sotheby's, London, 22 May 2003, lot 170

LITERATURE

Horst Portraits: 60 Years of Style, exh. cat., National Portrait Gallery, London, 2001, pl. 32

M. Kazmaier, *Horst: Sixty Years of Photography*, London: Thames & Hudson, 1995, p. 15

61

JACQUES-HENRI LARTIGUE 1894-1986

My cousin, Bichonnade, 40 rue Cortambert, Paris, 1905

Gelatin silver print, printed later.

24 x 33.5 cm (9 1/2 x 13 1/4 in)

Signed with sunburst motif in ink and blindstamp credit in the margin.

Estimate £4,000-6,000 \$6,100-9,200 €4,700-7,100 ♠

PROVENANCE

Michael Hoppen Gallery, London

LITERATURE

V. Goldberg, *Jacques-Henri Lartigue Photographer*, London: Thames & Hudson, 1998, pl. 11

M. d'Astier, Q. Bajac, A. Sayag, eds., *Lartigue: Album of a Century*, London: Thames & Hudson, 2004, p. 51



62



63

62

JACQUES-HENRI LARTIGUE 1894-1986

Étude de Mains, circa 1932

Gelatin silver print.

27.5 x 19.7 cm (10 7/8 x 7 3/4 in)

'Coll Renée Perle, Vente J. H. Lartigue' stamp on the verso.

Estimate £2,500-3,500 \$3,800-5,400 €2,900-4,100 ♠

PROVENANCE

Estate of Renée Perle

Phillips de Pury & Company, New York, 23 April 2004, lot 203

63

ALFRED EISENSTAEDT 1898-1995

Ice skating waiter, St. Moritz, Switzerland, 1932

Gelatin silver print, printed later.

44.5 x 34 cm (17 1/2 x 13 3/8 in)

Signed in ink in the margin; dated '1934' [sic], annotated 'Head waiter René Breguet brings aperitif to English guests at the skating rink of the Grand Hotel in St. Moritz' in ink and credit stamp on the verso.

Estimate £6,000-8,000 \$9,200-12,200 €7,100-9,400 ♠

PROVENANCE

Acquired directly from the artist

LITERATURE

Alfred Eisenstaedt: Witness to Our Time, New York: Viking, 1980, p. 55

Eisenstaedt on Eisenstaedt: A Self-Portrait, New York: Abbeville Press, 1985, p. 33



64

“For a long time now there has been an image of Cartier-Bresson as a turbulent Buddhist, an anarchist, a rebel. This is a well known and accurate portrait. Who has not known his rages, his glamour, his generosity, his eternal impulsiveness? If, however, he had been merely that, apart from the fact that his reputation might quickly have been lost down paths which are now rather well-trodden, indignation alone not being enough on which to base a work, he would not have revealed the qualities which allow one to say that he has possibly the best eye of any photographer of our age.”

JEAN CLAIR, 1997



Henri Cartier-Bresson

65

64

HENRI CARTIER-BRESSON 1908-2004

Behind the Gare Saint-Lazare, Paris, 1932

Gelatin silver print, printed later.

35.7 x 23.9 cm (14 x 9 3/8 in)

Signed in ink and copyright credit blindstamp in the margin.

Estimate £7,000-9,000 \$10,700-13,800 €8,300-10,600 ♣

PROVENANCE

Private Collection, Europe

LITERATURE

P. Galassi et al., *Henri Cartier-Bresson: The Man, the Image and the World*, London: Thames & Hudson, 2003, pl. 45 p. 59

Henri Cartier-Bresson: Scrapbook, Photographs 1932-1946, London: Thames & Hudson, 2006, pp. 86-87

P. Galassi, *Henri Cartier-Bresson: The Modern Century*, New York: Museum of Modern Art, 2010, p. 81

65

HENRI CARTIER-BRESSON 1908-2004

Hyères, 1932

Gelatin silver print, printed later.

24.2 x 35.7 cm (9 1/2 x 14 in)

Signed in ink and copyright credit blindstamp in the margin.

Estimate £6,000-8,000 \$9,200-12,200 €7,100-9,400 ♣

PROVENANCE

Private Collection, Europe

LITERATURE

P. Galassi, *Henri Cartier-Bresson: The Early Work*, New York: Museum of Modern Art, 1987, p. 100

Henri Cartier-Bresson: Europeans, London: Thames & Hudson, 1998, p. 22

P. Galassi et al., *Henri Cartier-Bresson: The Man, the Image and the World*, London: Thames & Hudson, 2003, pl. 76 p. 77



Henri Cartier-Bresson

66

HENRI CARTIER-BRESSON 1908-2004

On the Banks of the Marne, 1938

Gelatin silver print, printed later.

23.8 x 35.7 cm (9 3/8 x 14 in)

Signed in ink and copyright credit blindstamp in the margin.

Estimate £5,000-7,000 \$7,700-10,700 €5,900-8,300 ♠

PROVENANCE

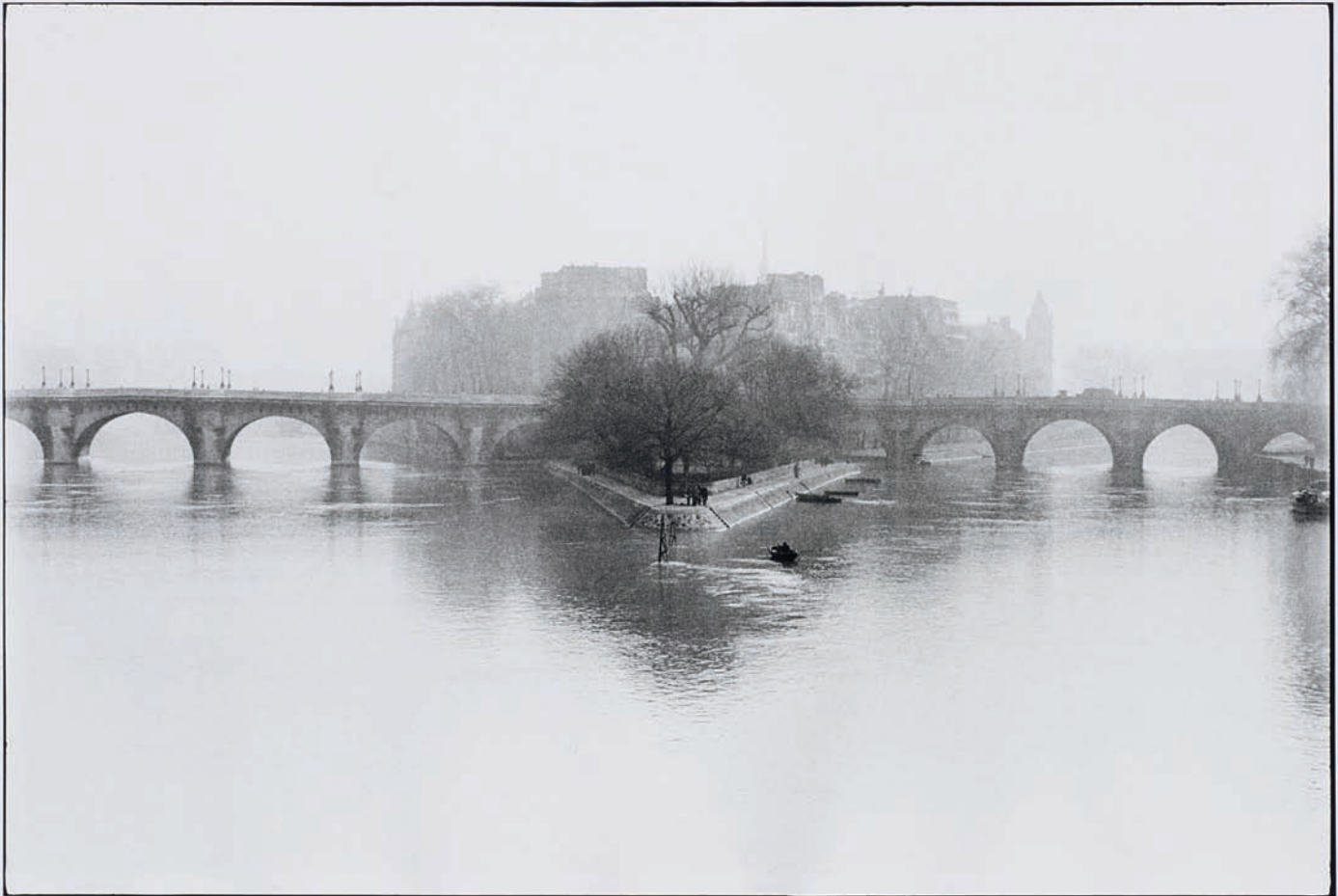
Private Collection, Europe

LITERATURE

P. Galassi, *Henri Cartier-Bresson: The Early Work*, New York: Museum of Modern Art, 1987, fig. 36

P. Galassi et al., *Henri Cartier-Bresson: The Man, the Image and the World*, London: Thames & Hudson, 2003, pl. 69 pp. 72-73

P. Galassi, *Henri Cartier-Bresson: The Modern Century*, New York: Museum of Modern Art, 2010, back cover and p. 150



Henri Cartier-Bresson

67

HENRI CARTIER-BRESSON 1908-2004

Ile de la Cité, Paris, 1951

Gelatin silver print, printed later.

23.9 x 35.6 cm (9 3/8 x 14 in)

Signed in ink and copyright credit blindstamp in the margin.

Estimate £6,000-8,000 \$9,200-12,200 €7,100-9,400 ♠

PROVENANCE

Private Collection, Europe

LITERATURE

Henri Cartier-Bresson: Photographer, London: Thames & Hudson, 1999, pl. 8

Henri Cartier-Bresson: City and Landscapes, Boston: Bulfinch, 2001, pl. 162

P. Galassi et al., *Henri Cartier-Bresson: The Man, the Image and the World*, London: Thames & Hudson, 2003, pl. 44 p. 58



68

JOSEF KOUDELKA b. 1938

Invasion, Prague, August, 1968

Inkjet print, printed 2008.

34.5 x 53 cm (13 5/8 x 20 7/8 in)

Signed and numbered '12' in ink on a label affixed to the reverse of the flush-mount. One from an edition of 20 plus 4 artist's proofs.

Estimate £5,000-7,000 \$7,700-10,700 €5,900-8,300 ♠

PROVENANCE

Acquired directly from the artist

LITERATURE

1968: *Magnum Throughout the World*, Paris: Hazan, 1998, pp. 212-213
J. Koudelka, *Invasion 68: Prague*, New York: Aperture, 2008, n.p.

69

DON MCCULLIN b. 1935

Bangladesh, 1971

Gelatin silver print, printed later.

34.9 x 48.9 cm (13 3/4 x 19 1/4 in)

Signed and annotated 'Man crying with his family next to dead wife. These people are from Bangladesh', 'printed by me' in pencil on the verso.

Estimate £1,000-2,000 \$1,500-3,100 €1,200-2,400 ♠

PROVENANCE

Private Collection, London

LITERATURE

Don McCullin (Photofile), London: Thames & Hudson, 2007, pl. 62



70

IAN BERRY b. 1934

Whitechapel, 1972

Gelatin silver print, printed later.

40.5 x 27.5 cm (15 7/8 x 10 7/8 in)

Signed in ink in the margin; 'Magnum Photos' copyright credit stamp on the verso.

Estimate £1,800-2,200 \$2,800-3,400 €2,100-2,600 ♠

PROVENANCE

Private Collection, London

LITERATURE

Ian Berry: The English, London: Penguin Books, 1978, pl. 73
Jean Lacouture et al., In Our Time: The World as Seen by Magnum Photographers, New York & London: Norton, 1989, p. 226



71

ALBERTO KORDA 1928-2001

El Quijote de la Farola, 1959

Gelatin silver print.

45.3 x 32.8 cm (17 7/8 x 12 7/8 in)

Signed in ink in the margin.

Estimate £2,000-3,000 \$3,100-4,600 €2,400-3,500

PROVENANCE

Acquired directly from the artist

LITERATURE

C. Vives, M. Sanders, eds., *Korda: A Revolutionary Lens*,
 Göttingen: Steidl, 2008, p. 242



72

ELLIOTT ERWITT b. 1928

California Kiss, 1955

Gelatin silver print, printed later.

30 x 45.5 cm (11 3/4 x 17 7/8 in)

Signed in ink in the margin; signed, titled and dated in pencil on the verso.

Estimate £1,500-2,500 \$2,300-3,800 €1,800-2,900 ₣

PROVENANCE

Acquired directly from the artist

LITERATURE

Elliott Erwitt: Snaps, Phaidon, 2003, pp. 502-503

73

ELLIOTT ERWITT b. 1928

New York City, 1974

Gelatin silver print, printed later.

30 x 45.5 cm (11 3/4 x 17 7/8 in)

Signed in ink in the margin; signed, titled and dated in pencil on the verso.

Estimate £1,500-2,500 \$2,300-3,800 €1,800-2,900 ₣

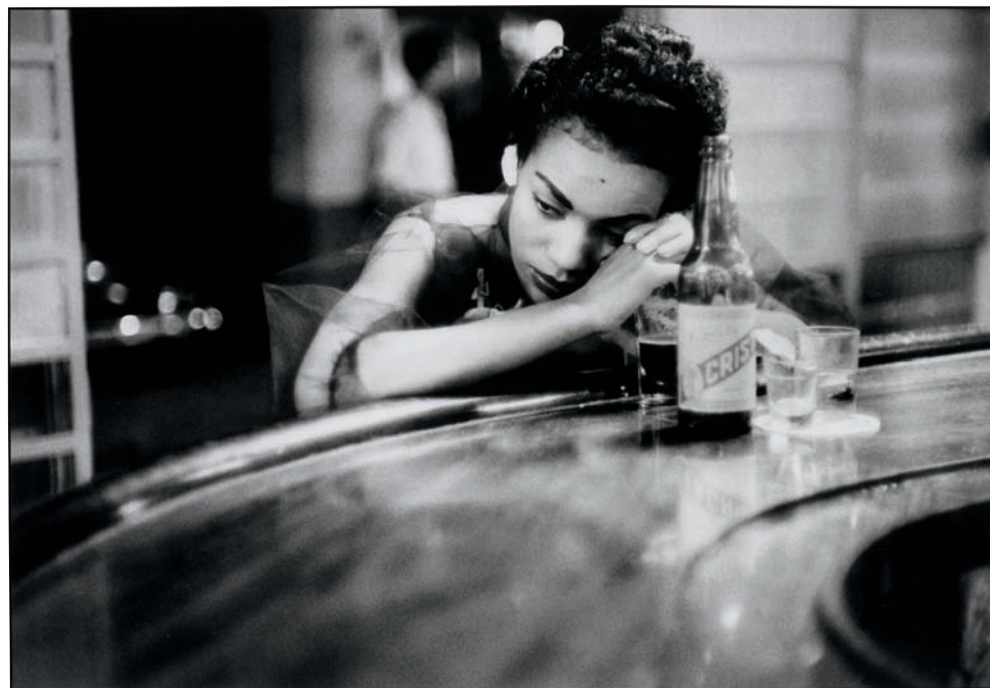
PROVENANCE

Acquired directly from the artist

LITERATURE

Elliott Erwitt: Snaps, Phaidon, 2003, p. 205

Elliott Erwitt: Personal Best, teNeues, 2009, pp. 406-407



74

EVE ARNOLD 1912-2012

Paul Newman at Lee Strasberg's Studio, New York, 1955

Gelatin silver print, printed later.

33 x 48.3 cm (13 x 19 in)

Signed in pencil on the verso.

Estimate £2,500-3,500 \$3,800-5,400 €2,900-4,100 ±

PROVENANCE

Peter Fetterman Gallery, Santa Monica

LITERATURE

B. Lardinois, *Eve Arnold's People*, London: Thames & Hudson, 2009, pp. 34-35

75

EVE ARNOLD 1912-2012

Bar Girl in a Brothel in the Red Light District, Havana, Cuba, 1954

Gelatin silver print, printed later.

35.5 x 48.5 cm (13 7/8 x 19 1/8 in)

Signed in pencil on the verso.

Estimate £2,500-3,500 \$3,800-5,400 €2,900-4,100 ±

PROVENANCE

Peter Fetterman Gallery, Santa Monica

LITERATURE

B. Lardinois, *Eve Arnold's People*, London: Thames & Hudson, 2009, cover (detail) and pp. 24-25



76

WILLIAM CLAXTON 1927-2008

Marlene Dietrich, Las Vegas, 1955

Gelatin silver print, printed 2004.

34 x 23 cm (13 3/8 x 9 in)

Signed, titled, dated, numbered 5/25 in pencil and copyright credit reproduction limitation stamp on the verso.

Estimate £1,800-2,200 \$2,800-3,400 €2,100-2,600

PROVENANCE

Fahey/Klein Gallery, Los Angeles



77

GRACIELA ITURBIDE b. 1942

Nuestra Señora de las Iguanas, Juchitán, Oaxaca, 1979

Gelatin silver print, printed later.

37.5 x 32.5 cm (14 3/4 x 12 3/4 in)

Signed in ink in the margin.

Estimate £1,800-2,200 \$2,800-3,400 €2,100-2,600

PROVENANCE

Acquired directly from the artist

LITERATURE

V. Volkow, *Sueños del Papel: Graciela Iturbide*, Mexico: Fondo de Cultura Económica, 1985, p. 37

Graciela Iturbide: Images of the Spirit, New York: Aperture, 1996, p. 58 there titled *Our Lady of the Iguanas*

Graciela Iturbide, exh. cat., Fundación Mapfre, Madrid, 2009, pl. 142 p. 199



78

JOAN COLOM b. 1921

Raval, Barcelona, 1958

Two gelatin silver prints.

23.5 x 12.5 cm (9 1/4 x 4 7/8 in); 23 x 11.5 cm (9 x 4 1/2 in)

(i) Signed, dated and annotated 'El Raval' 'neg 0/112' in pencil on the reverse of the flush-mount; (ii) signed, dated and annotated 'neg 0/92' in ink on the reverse of the flush-mount.

Estimate £2,000-3,000 \$3,100-4,600 €2,400-3,500 ♠

LITERATURE

D. Balsells, J. Ribalta, eds., *Joan Colom: Fotografias de Barcelona, 1958-1964*, exh. cat., Ministerio de Educacion, Cultura y Deporte, Madrid, 2004, p. 120 (variant) and p. 124

Joan Colom: Raval, Göttingen: Steidl, 2006, p. 123



79

ERWIN OLAF b. 1959

Troy (Portrait) from *Grief*, 2007

Lambda print.

80 x 60 cm (31 1/2 x 23 5/8 in)

Signed, titled, dated and numbered 8/12 in ink on an artist's label affixed to the reverse of the flush-mount.

Estimate £6,000-8,000 \$9,200-12,200 €7,100-9,400 ♠

PROVENANCE

Private Collection, Europe

LITERATURE

L. A. Martin, ed., *Erwin Olaf*, New York: Aperture, 2008, p. 85



80

ERWIN OLAF b. 1959

Irene (Portrait) from *Grief*, 2007

Lambda print.

80 x 60 cm (31 1/2 x 23 5/8 in)

Signed, titled, dated and numbered 8/12 in ink on an artist's label affixed to the reverse of the flush-mount.

Estimate £6,000-8,000 \$9,200-12,200 €7,100-9,400 ♠

PROVENANCE

Private Collection, Europe

LITERATURE

L. A. Martin, ed., *Erwin Olaf*, New York: Aperture, 2008, p. 83



81

GREGORY CREWDSON b. 1962

Untitled (Second Skin) from *Twilight*, 2001-2002

Digital chromogenic print.

120.5 x 151.5 cm (47 1/2 x 59 5/8 in)

Signed in ink, printed title, date and number on a gallery label affixed to the reverse of the flush-mount. One from an edition of 10.

Estimate £15,000-20,000 \$23,000-30,600 €17,700-23,600

PROVENANCE

Luhring Augustine, New York

LITERATURE

G. Crewdson, R. Moody, *Twilight*, New York: Abrams, 2002, pl. 12

Gregory Crewdson 1985-2005, Ostfildern: Hatje Cantz, 2007, pl. 45



82

MASSIMO VITALI b. 1944

Knokke (#1535, #1536), 2002

Chromogenic print diptych, Diasac and flush-mounted.

Overall 183 x 302.3 cm (72 x 119 in)

Signed, titled, dated and numbered 2/6 in ink on an artist's label accompanying the work.

Estimate £20,000-25,000 \$30,600-38,300 €23,600-29,500 ♣

PROVENANCE

Private Collection, London



83

MASSIMO VITALI b. 1944

Cabo Frio White (#1704), 2003

Chromogenic print, Diasec and flush-mounted.

Overall 180 x 220 cm (70 7/8 x 86 5/8 in)

Signed, titled, dated and numbered 6/6 in ink on an artist's label accompanying the work.

Estimate £15,000-20,000 \$23,000-30,600 €17,700-23,600 ♣

PROVENANCE

Galerie Ernst Hilger, Vienna



84

DESIREE DOLRON b. 1963

Cerca Animas from *Te dí todos mis sueños*, 2002-2003

Chromogenic print, Diasc mounted.

80 x 102 cm (31 1/2 x 40 1/8 in)

Signed, titled, dated and numbered 6/8 in ink on the reverse of the flush-mount.

Estimate £12,000-18,000 \$18,400-27,600 €14,200-21,200 ₣ ♠

PROVENANCE

{Suite} Gallery, Wellington, New Zealand
Private Collection, New Zealand

LITERATURE

Desiree Dolron, exh. cat., The Hague Museum of Photography, Hague, 2005, pp. 126-127



85

AHMET ERTUG b. 1949

Pantheon, Paris, 2011

Lightjet print, flush-mounted.

221 x 180 cm (87 x 70 7/8 in)

Signed in ink, printed title, date and number 1/3 on an artist's label accompanying the work. One from an edition of 3 plus 1 artist's proof.

Estimate £25,000-35,000 \$38,300-53,600 €29,500-41,300

PROVENANCE

Acquired directly from the artist

LITERATURE

A. Ertug, *Domes: A Journey Through European Architectural History*, 2011, pl. 78



86

AXEL HÜTTE b. 1951

Olympic Peninsula I - Washington, USA, 2004

Chromogenic print, flush-mounted.

Overall 186.5 x 236 cm (73 3/8 x 92 7/8 in)

Signed, titled, dated and numbered 3/4 in ink on the reverse of the backing board.

Estimate £10,000-15,000 \$15,300-23,000 €11,800-17,700 ± ♠

PROVENANCE

Patricia Low Contemporary, Gstaad

LITERATURE

Axel Hütte: North South, Munich: Schirmer/Mosel, 2006, p. 26

S. Gronert, *The Düsseldorf School of Photography*, London: Thames & Hudson, 2009, pp. 174-175

Axel Hütte is the covert Romantic and “landscape painter” among today’s premier-league photographers known as the Düsseldorf School. As an explorer would, Hütte traveled to Alaska, Greenland, Iceland, Norway, Australia, South Africa, Brazil, Germany, America, Kauai and Maui in the past eight years in search for the perfect picture. Armed with patience and a traditional large-format camera, he has waited until weather, season, light and allover conditions were just right at the same time. All these landscapes have a distant and unreal quality. Be it the glaciers with their magical blue gleam or the lush green opulence of sub-tropical jungles, all images are seductively beautiful and equally complicated. (Press release for the exhibition *Places*, Patricia Low Contemporary, Gstaad, 13 August - 13 October 2006)



87

FLORIAN MAIER-AICHEN b. 1973

Untitled (Capsized), 2002

Chromogenic print, flush-mounted.

119.7 x 152.4 cm (47 1/8 x 60 in)

Signed, dated and numbered 1/6 in ink on a gallery label affixed to the reverse of the frame. One from an edition of 6 plus 2 artist's proofs.

Estimate £25,000-35,000 \$38,300-53,600 €29,500-41,300 ♣

PROVENANCE

Blum & Poe, Los Angeles

Private Collection, United States

Phillips de Pury & Company, London, 16 May 2009, lot 34



88

RENÉ BURRI b. 1933

Wilted Lotus Blossoms, former Summer Palace, Kunming Lake, Beijing, China, 1964

Gelatin silver print, printed 2001.

28.5 x 42 cm (11 1/4 x 16 1/2 in)

Signed, dated and annotated in pencil on the verso.

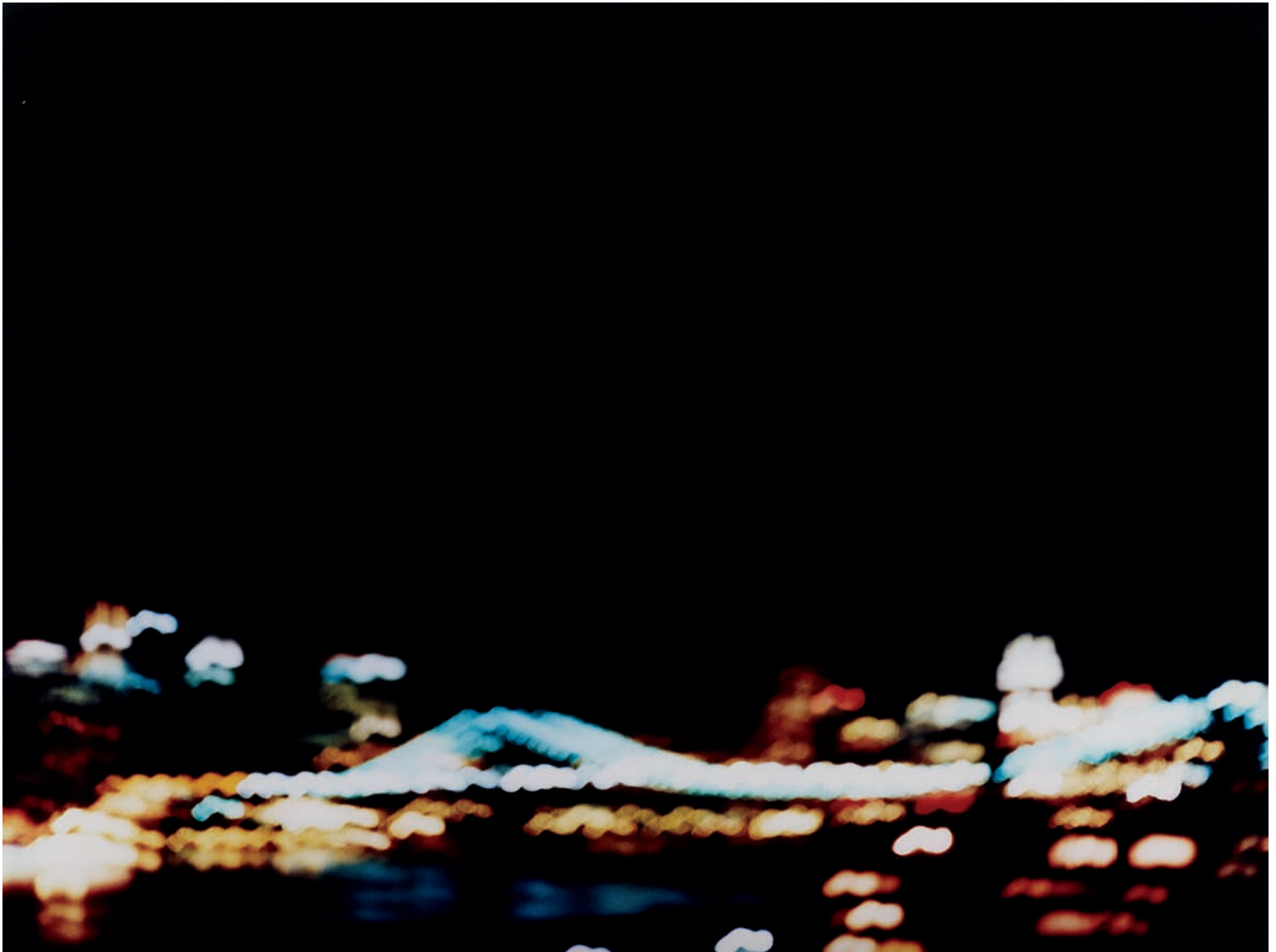
Estimate £3,000-5,000 \$4,600-7,700 €3,500-5,900 ±

PROVENANCE

Acquired directly from the artist

LITERATURE

René Burri Photographs, London: Phaidon, 2004, pp. 362-363



89

JACK PIERSON b. 1960

Bridge, 1998

Ektacolor print, flush-mounted.

75.5 x 101 cm (29 3/4 x 39 3/4 in)

Signed, titled, dated and numbered 1/10 in ink on the verso.

Estimate £4,000-6,000 \$6,100-9,200 €4,700-7,100

PROVENANCE

Phillips de Pury & Company, New York, Contemporary Art Part II, 11
November 2005, lot 257

EXHIBITED

Ohio, The Cleveland Museum of Art, *Photography Transformed: Selections
from the Metropolitan Bank & Trust Collection*, 17 March - 28 April 2002



90

EDWARD BURTYNSKY b. 1955

Carrara Marble Quarries #26, Carrara, Italy, 1993

Digital chromogenic print, printed 2006.

124 x 99 cm (48 7/8 x 38 7/8 in)

Signed in ink, printed title, date and number on an artist's label accompanying the work. One from an edition of 5.

Estimate £7,000-9,000 \$10,700-13,800 €8,300-10,600

PROVENANCE

Private Collection, Germany

91

BRIAN MCKEE b. 1977

Urbanus #4, 2004

Chromogenic print.

140 x 180 cm (55 1/8 x 70 7/8 in)

Signed, dated, numbered 4/6 in ink and printed title on a label affixed to the reverse of the flush-mount.

Estimate £2,000-3,000 \$3,100-4,600 €2,400-3,500

PROVENANCE

Mitchell-Innes & Nash, New York



92

MICHAEL REISCH b. 1964

Landschaft (Landscape) 7/037, 2009

Digital chromogenic print, Diasac mounted.

222 x 180 cm (87 3/8 x 70 7/8 in)

Signed, titled, dated and numbered in ink on the reverse of the flush-mount. One from an edition of 8 plus 2 artist's proofs.

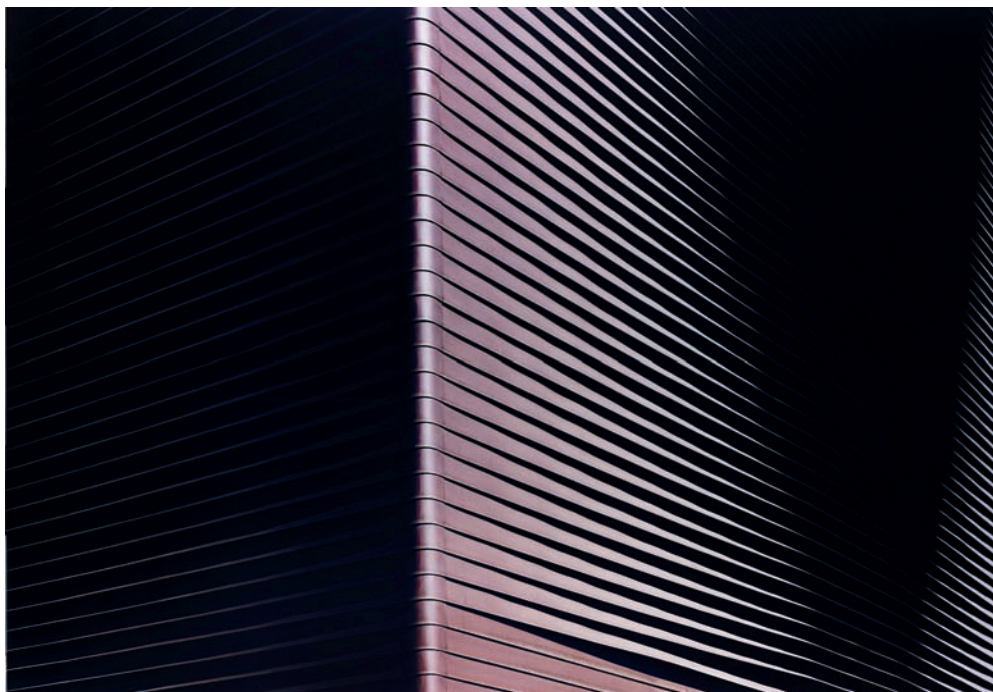
Estimate £10,000-15,000 \$15,300-23,000 €11,800-17,700 ♠

PROVENANCE

Bischoff/Weiss, London

LITERATURE

Michael Reisch: New Landscapes, Ostfildern: Hatje Cantz, 2010, back cover and p. 85



93

DAN HOLDSWORTH b. 1974

Hyperborea 08, 2006

Chromogenic print.

121 x 155 cm (47 5/8 x 61 in)

Signed, dated and numbered 5/5 in ink on the reverse of the flush-mount.

One from an edition of 5 plus 2 artist's proofs.

Estimate £6,000-8,000 \$9,200-12,200 €7,100-9,400 ± ♠

PROVENANCE

Patricia Low Contemporary, Gstaad

EXHIBITED

London, National Maritime Museum, *Dan Holdsworth: At the Edge of Space, Parts 1-3*, 8 June 2006 – 7 January 2007 (another print exhibited)

94

OLA KOLEHMAINEN b. 1964

Untitled (No. 25), 2005

Chromogenic print, Diasec and flush-mounted.

180 x 251 cm (70 7/8 x 98 7/8 in)

Signed in ink, printed title, date and number 3/5 on a certificate of authenticity accompanying the work.

Estimate £5,000-7,000 \$7,700-10,700 €5,900-8,300 ♠

PROVENANCE

Purdy Hicks Gallery, London



95

ELGER ESSER b. 1967

75 Saint-Jean de Luz, 2004

Digital chromogenic print, printed 2007, Diasac and flush-mounted.

180 x 262.5 cm (70 7/8 x 103 3/8 in)

Signed in ink, printed title, date and number on an artist's label accompanying the work. One from an edition of 5.

Estimate £30,000-40,000 \$45,900-61,200 €35,400-47,200 ♣

PROVENANCE

Acquired directly from the artist

LITERATURE

Elger Esser: Views, Munich: Schirmer/Mosel, 2008, n.p.



96

ELGER ESSER b. 1967

En Naqoura I, Libanon, 2005

Chromogenic print, printed 2006, Diassec mounted.

Overall 140 x 184 cm (55 1/8 x 72 1/2 in)

Signed in ink, printed title, date and number on an artist's label affixed to the reverse of the flush-mount. One from an edition of 7.

Estimate £12,000-18,000 \$18,400-27,600 €14,200-21,200 ♠

PROVENANCE

Sfeir-Semler Gallery, Hamburg



97

ADAM FUSS b. 1961

Untitled, 2006

Dye destruction photogram, flush-mounted.

Overall 149 x 120.5 cm (58 5/8 x 47 1/2 in)

Signed on an artist's label accompanying the work.

Estimate £15,000-20,000 \$23,000-30,600 €17,700-23,600 ♣

PROVENANCE

Xavier Hufkens Gallery, Brussels





98

PETER BEARD b. 1938

I'll Write Whenever I Can, Koobi Fora, Lake Rudolf, Kenya, 1965
Gelatin silver print, printed 2000 with ink, paint, drawings by the artists Kivoi Mathenge, E. Mwangi Kuria and affixed photographs, magazine cuttings, leaves and feathers.

Overall 82.3 x 120.5 cm (32 3/8 x 47 1/2 in)

Signed, titled and dated in ink on the recto.

Estimate £40,000-60,000 \$61,200-91,900 €47,200-70,800 ±

PROVENANCE

The Time Is Always Now Gallery, New York
Private Collection, Switzerland

LITERATURE

A. Graham, P. Beard, *Eyelids of Morning: The Mingled Destinies of Crocodiles and Men*, San Francisco: Chronicle Books, 1990, p. 218
J. Bowermaster, *The Adventures and MisAdventures of Peter Beard in Africa*, Boston: Bulfinch Press, 1993, cover and back cover
Peter Beard: Fifty Years of Portraits, New York: Arena Editions, 1999, pp. 186-187
Peter Beard (Photofile), London: Thames & Hudson, 2008, pl. 20
Peter Beard, Cologne: Taschen, 2008, pl. 380
(variants)

'Passion' is a word which could be applied to Peter Beard on a myriad of levels. A man described as 'half Tarzan, half Byron' by Bob Colacello (the author of *Holy Terror*, a biographical memoir of Andy Warhol), to others he is a Darwinian rock star who wields the instruments of photography and collage as his weapons of choice. Creating heightened representations of nature, he incorporates its raw and majestic brutality, but also employs narrative and sometimes literature to convey an urgent message about how we humans exist in our environment, causing both personal and global catastrophe.

Peter Beard has become a celebrity of sorts, both among his peers and those who adore his art. Whispers of his behavior drift through every space his work is shown: his fabled good looks, seductive charm and insatiable love of all forms of beauty – all come dripping in to the conversation whenever one discusses his work. It is all too delicious not to mention. However, more than anything, what is vividly apparent is that Beard's work is an epitaph to noble beasts. His images are scientific documents decoratively wrapped with picture clues and conundrums, riddles, notations, quotes – visual keys to a very real puzzle of survival and longevity.

Here in this lot we see some of his distinct trademarks; collage, photography, ink, paint and affixed objects. In content, Beard's works resemble a time capsule aided and constructed via the recording medium of photography. His works are his life; fragmentary moments pieced together, the glue being the natural species that he so reveres. To be in the company of a work by Peter Beard is somehow to acquire a 'texture' of him: to attain a small part of his addictive personality, to be suspended in a magical dream for a moment – only to have our eco conscience abruptly awoken from the initial euphoric rush.



99

NICK BRANDT b. 1966

Windswept Lion, Serengeti, 2002

Archival pigment print, flush-mounted.

96 x 130 cm (37 3/4 x 51 1/8 in)

Signed, dated and numbered 8/8 in pencil in the margin.

Estimate £10,000-15,000 \$15,300-23,000 €11,800-17,700 ♠

LITERATURE

N. Brandt, *On This Earth: Photographs from East Africa*, San Francisco: Chronicle, 2005, p. 27

100

NICK BRANDT b. 1966

Elephant Mother and two babies, Serengeti, 2002

Archival pigment print.

29.5 x 35.9 cm (11 5/8 x 14 1/8 in)

Signed, dated and numbered AP 3/6 in pencil in the margin. One from an edition of 35 plus 6 artist's proofs.

Estimate £3,000-5,000 \$4,600-7,700 €3,500-5,900 ♠

PROVENANCE

Private Collection, United States

LITERATURE

N. Brandt, *On This Earth: Photographs from East Africa*, San Francisco: Chronicle, 2005, p. 39



101

HERB RITTS 1952-2002

"Malaika", Holding Giraffe Vertebrae, Africa, 1993

Gelatin silver print.

32.5 x 47.5 cm (12 3/4 x 18 3/4 in)

Copyright credit blindstamp in the margin; signed, titled, dated and numbered 5/25 in pencil on the verso.

Estimate £3,000-5,000 \$4,600-7,700 €3,500-5,900

LITERATURE

Herb Ritts: Africa, Boston: Bulfinch Press, 1994, back cover

102

SEYDOU KEÏTA 1921-2001

Untitled (Man with Bicycle), 1952-1955

Gelatin silver print, printed 2000.

55.3 x 39.5 cm (21 3/4 x 15 1/2 in)

Signed twice, dated and annotated '52 A 55' in ink in the margin.

Estimate £3,000-5,000 \$4,600-7,700 €3,500-5,900

PROVENANCE

Private Collection, London

LITERATURE

A. Magnin, Y. Cissé, *Seydou Keïta*, Zurich: Scalo, 1997, p. 160





103

LARRY CLARK b. 1943

Teenage Lust, 1981

Eighty-three gelatin silver prints.

Each approximately 20.3 x 30.5 cm (8 x 12 in) or the reverse

Each signed in pencil on the verso; numbered '16' in ink on the colophon. One from an edition of 100 plus 15 artist's proofs. Title page. Accompanied by the original linen album with mylar sleeves and original linen slipcase.

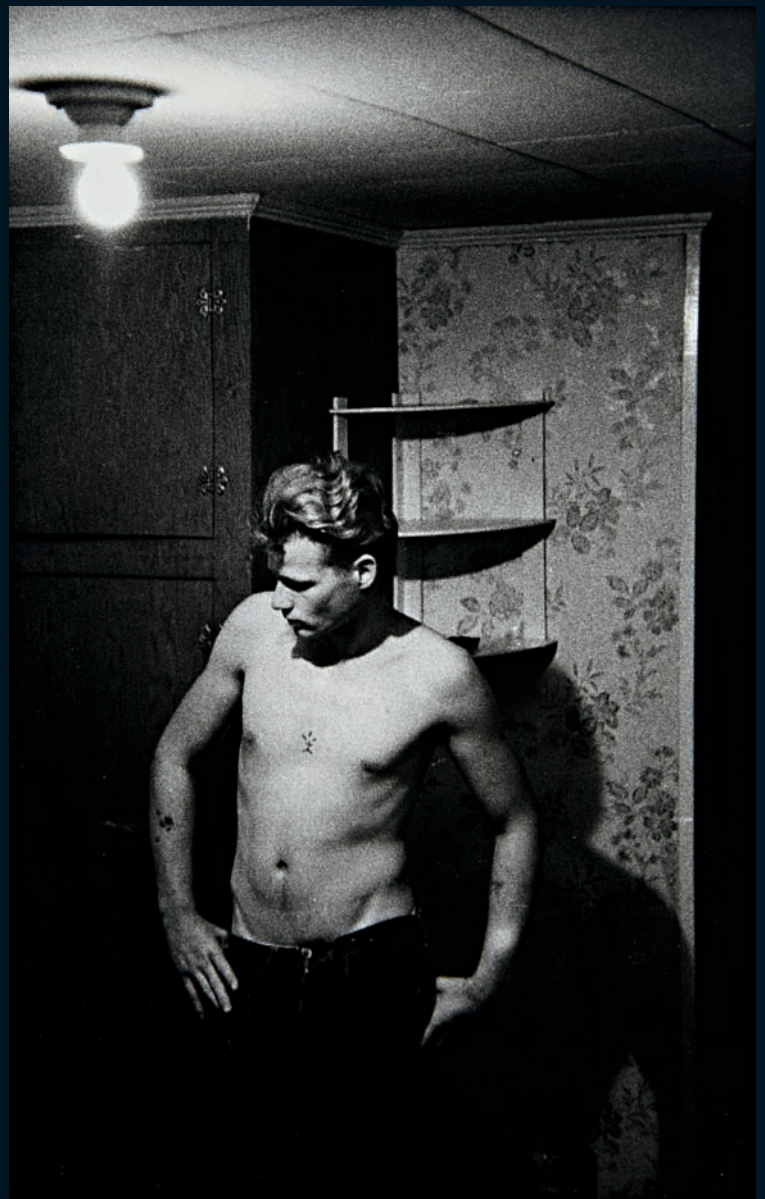
Estimate £25,000-35,000 \$38,300-53,600 €29,500-41,300 ₺

PROVENANCE

Aeroplastics Contemporary, Brussels

LITERATURE

L. Clark, *Teenage Lust*, New York, 1983





104

TERRY RICHARDSON b. 1965

Untitled Outtake from Sisley Campaign, 2002

Chromogenic print.

49.5 x 37.5 cm (19 1/2 x 14 3/4 in)

Signed in ink on the verso. Number 1 from an edition of 7.

Estimate £1,000-2,000 \$1,500-3,100 €1,200-2,400

PROVENANCE

Michael Hoppen Gallery, London



105

GAVIN BOND b. 1970

Paysage d'une Beauté, 2007

Digital chromogenic print, Diasec and flush-mounted.

110.9 x 243.8 cm (43 5/8 x 95 7/8 in)

Signed in ink, printed title and number 3/3 on an artist's label accompanying the work.

Estimate £12,000-18,000 \$18,400-27,600 €14,200-21,200 ± ♠

PROVENANCE

Private Collection, United States

106

MARC QUINN b. 1964

Untitled, 2009

Polaroid triptych with acrylic paint and glitter.

Each 10.7 x 8.7 cm (4 1/4 x 3 3/8 in); overall 10.7 x 26.5 cm (4 1/4 x 10 3/8 in)

Estimate £3,000-5,000 \$4,600-7,700 €3,500-5,900 ♠

PROVENANCE

Acquired directly from the artist



107

MIROSLAV TICHÝ 1926-2011

Untitled, 1950-1980

Gelatin silver print, in the artist's card frame.

26 x 12 cm (10 1/4 x 4 3/4 in)

Annotation in an unidentified hand in pencil on the verso.

Foundation Tichý Oceán certificate of authenticity affixed to the reverse of the frame.

Estimate £2,000-3,000 \$3,100-4,600 €2,400-3,500 ♣

PROVENANCE

Arndt & Partner, Berlin



108

MIROSLAV TICHÝ 1926-2011

Untitled, 1950-1980

Gelatin silver print, in the artist's card frame.

13.2 x 19.3 cm (5 1/4 x 7 5/8 in)

Accompanied by a gallery certificate of authenticity.

Estimate £2,000-3,000 \$3,100-4,600 €2,400-3,500 ♣

PROVENANCE

Arndt & Partner, Berlin



109

LARRY SULTAN 1946-2009

Sharon Wild from The Valley, 2001

Fuji Crystal Archive print, flush-mounted.

122 x 152 cm (48 x 59 7/8 in)

Accompanied by a gallery certificate of authenticity. One from an edition of 10.

Estimate £3,500-4,500 \$5,400-6,900 €4,100-5,300

PROVENANCE

Private Collection, Europe

LITERATURE

Larry Sultan: The Valley, Göttingen: Steidl, 2004, cover and p. 113

Larry Sultan: Katherine Avenue, Göttingen: Steidl, 2010, p. 91



110

VALÉRIE BELIN b. 1964

Untitled (N°93082609) from Glass, 1993

Gelatin silver print.

119.5 x 79 cm (47 x 31 1/8 in)

Signed, dated in ink, printed title and number 'EA 1/2' on an artist's label affixed to the reverse of the flush-mount. One from an edition of 3 plus 2 artist's proofs.

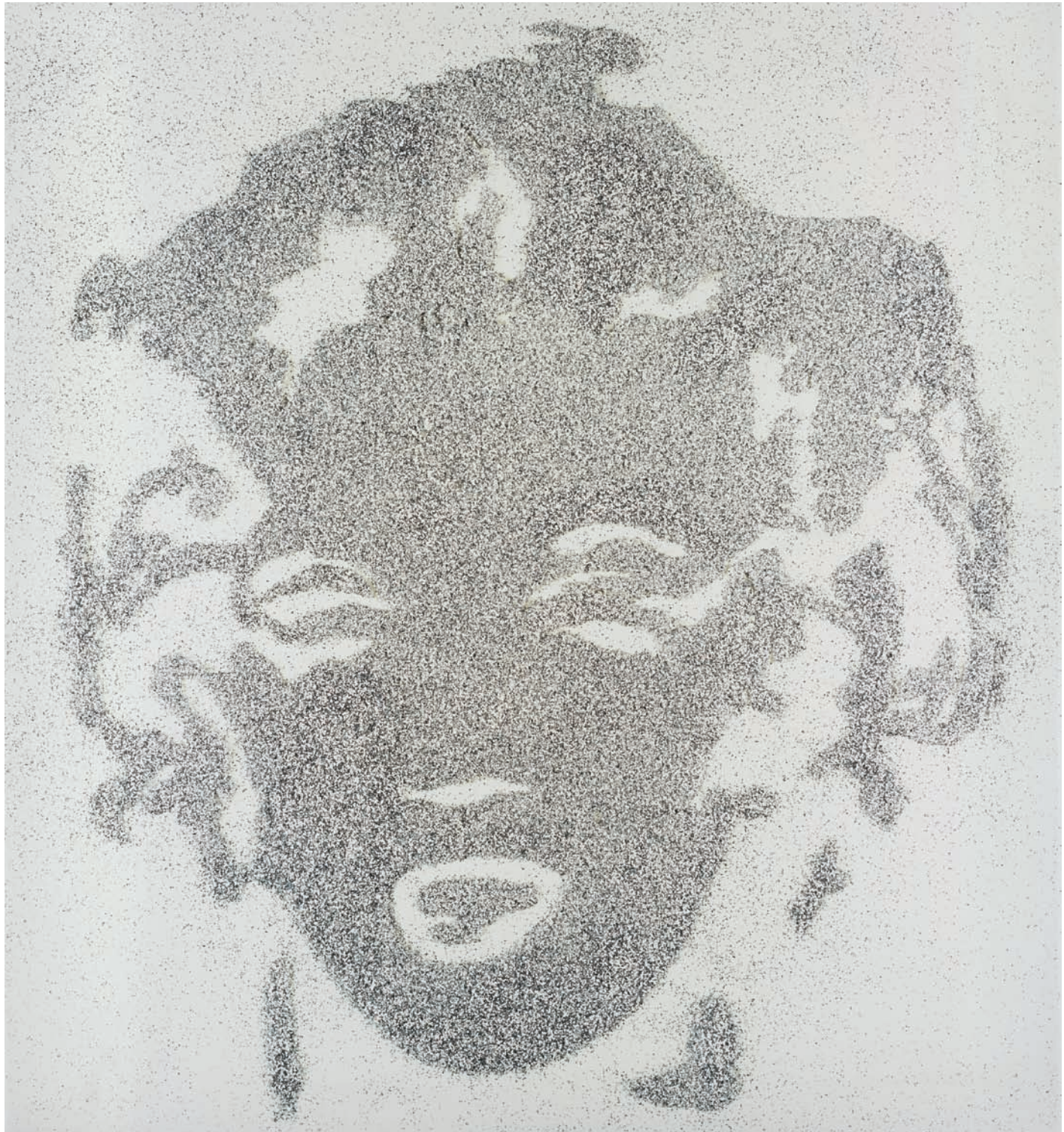
Estimate £5,000-7,000 \$7,700-10,700 €5,900-8,300 ♠ †

PROVENANCE

Private Collection, London

LITERATURE

Valérie Belin, exh. cat., Göttingen: Steidl, 2007, n.p.



111

VIK MUNIZ b. 1961

Reversal Grey Marilyn from *Pictures of Diamond Dust*, 2003

Dye destruction print.

101 x 93 cm (39 3/4 x 36 5/8 in)

Signed, dated in ink, printed title, date and number on an gallery label affixed to the reverse of the flush-mount. One from an edition of 5 plus 3 artist's proofs.

Estimate £30,000-40,000 \$45,900-61,200 €35,400-47,200

PROVENANCE

Gallery Xippas, Paris

LITERATURE

Vik Muniz: After Warhol, exh. cat., Galerie Xippas, Paris, 2000 (variant)



112

ALBERT WATSON b. 1942

Monkey with Gun, New York City, 1992

Gelatin silver print.

60.5 x 50.5 cm (23 7/8 x 19 7/8 in)

Signed, titled and dated in pencil on the verso.

Estimate £2,000-3,000 \$3,100-4,600 €2,400-3,500 ♣

PROVENANCE

Camera Work, Berlin

Private Collection, Europe

LITERATURE

Frozen 100: A Retrospective by Albert Watson, exh. cat., Rotonda di Via Besana, Milan, 2004, pl. 82

Albert Watson: The Vienna Album, Munich: Schirmer/Mosel, 2005, n.p.

Watson: Contact, exh. cat., Galería Hartmann, Barcelona, 2008, n.p.



113

HAROLD EDGERTON 1903-1990

Queen of Hearts playing card hit by a .30 calibre bullet, 1960s

Chromogenic print, mounted.

18.7 x 25.6 cm (7 3/8 x 10 1/8 in)

Signed in ink on the recto.

Estimate £2,500-3,500 \$3,800-5,400 €2,900-4,100

PROVENANCE

Acquired directly from the estate of the artist

LITERATURE

H. Edgerton, *Moments of Vision: The Stroboscopic Revolution in Photography*, Cambridge, MA: MIT Press, 1979, pl. 35



114

THIS LOT IS SOLD TO BENEFIT THE POSITIVE VIEW FOUNDATION

FRED HERZOG b. 1930

Man with Bandage, 1968

Inkjet print, printed 2009.

30.4 x 45.2 cm (11 7/8 x 17 3/4 in)

Signed, titled, dated and numbered 20/20 in pencil on the verso.

Estimate £1,500-2,000 \$2,300-3,100 €1,800-2,400 ♠

EXHIBITED

London, Somerset House, *Cartier-Bresson: A Question of Colour*, 8 November 2012 – 27 January 2013



115

THIS LOT IS SOLD TO BENEFIT THE POSITIVE VIEW FOUNDATION

MELANIE EINZIG b. 1967

New York, September 11th, 2001

Inkjet print.

32.8 x 21.8 cm (12 7/8 x 8 5/8 in)

Signed in ink on the verso. One from an edition of 10.

Estimate £2,000-3,000 \$3,100-4,600 €2,400-3,500

EXHIBITED

London, Somerset House, *Cartier-Bresson: A Question of Colour*, 8 November 2012 – 27 January 2013

116

THIS LOT IS SOLD TO BENEFIT THE POSITIVE VIEW FOUNDATION

ERNST HAAS 1921-1986

Hollywood, California, 1965; Japan, 1983

Two Archival Pigment prints, each printed 2012, flush-mounted.

40.6 x 30.5 cm (15 7/8 x 12 in); 30.7 x 45.6 cm (12 1/8 x 17 7/8 in)

Each signed, titled, dated, numbered 3/25 by Alexander Haas, the artist's son, in ink on an Ernst Haas Studio label affixed to the reverse of the frame.

Estimate £3,000-5,000 \$4,600-7,700 €3,500-5,900 ♠

EXHIBITED

London, Somerset House, *Cartier-Bresson: A Question of Colour*, 8 November 2012 – 27 January 2013

LITERATURE

W. A. Ewing, *Ernst Haas Colour Correction*, Göttingen: Steidl, 2011, p. 2 and p. 138





117

LORETTA LUX b. 1969

The Drummer, 2004

Dye destruction print.

27 x 22.9 cm (10 5/8 x 9 in)

Signed, titled, dated and numbered 6/20 in pencil on the verso.

Estimate £4,000-6,000 \$6,100-9,200 €4,700-7,100 ♠

PROVENANCE

Torch Gallery, Amsterdam

LITERATURE

Loretta Lux, New York: Aperture, 2005, p. 79

118

RUUD VAN EMPEL b. 1958

Untitled #3, 2004

Dye destruction print, Diasec mounted.

84 x 59.5 cm (33 1/8 x 23 3/8 in)

Signed, titled, dated and numbered 7/7 in pencil on the reverse of the flush-mount. One from an edition of 7 plus 2 artist's proofs.

Estimate £6,000-8,000 \$9,200-12,200 €7,100-9,400 ♠

PROVENANCE

Flatland Gallery, Utrecht





119

ALEX PRAGER b. 1979

Untitled Action #2, 2006

Chromogenic print.

90.2 x 112.4 cm (35 1/2 x 44 1/4 in)

Signed, titled, dated and numbered 2/10 in ink on a label affixed to the reverse of the flush-mount.

Estimate £5,000-7,000 \$7,700-10,700 €5,900-8,300 ₺

PROVENANCE

Private Collection, New York



120



121

120

SERGEY SHESTAKOV b. 1968

Selected Images from Journey into the Future - Stop #2. Gudym, 2011

Two digital chromogenic prints.

60 x 80 cm (23 5/8 x 31 1/2 in) or the reverse

Each signed, titled, dated, numbered 2/7, 1/7 in pencil and stamped on the verso.

Estimate £3,000-5,000 \$4,600-7,700 €3,500-5,900 ±

PROVENANCE

Acquired directly from the artist

EXHIBITED

Moscow, Central Exhibition Hall, Manege, *Journey into the Future - Stop #2. Gudym*, 30 April - 9 May 2012 (each another print exhibited)



122

121

ANDY GOLDSWORTHY b. 1956

Woven bamboo, Kiinagashima-Cho, Japan, 27 November, 1987

Dye destruction print, mounted.

76 x 76 cm (29 7/8 x 29 7/8 in)

Signed, dated, numbered 1/5 in ink, printed title and date on a certificate of authenticity accompanying the work. Accompanied by chromogenic print, mounted with printed credit, title and date, 40.6 x 44.3 cm (15 7/8 x 17 1/2 in).

Estimate £4,000-6,000 \$6,100-9,200 €4,700-7,100 ± ♣

PROVENANCE

Phillips de Pury & Luxembourg, New York, 15 May 2001, lot 291



123

122

HELMUT NEWTON 1920-2004

Sumo

Monte Carlo: Taschen, 1999. Oversized photography book with original metal stand designed by Philippe Starck.

Book: 71.1 x 50.5 x 7.6 cm (28 x 19 7/8 x 3 in); stand: 76.2 x 55.9 x 55.9 cm (30 x 22 x 22 in)

Signed in blue crayon on the title page, stamp numbered 00375 of 10,000, the stand embossed 'STARCK' and 'HELMUT NEWTON'.

Estimate £2,500-3,500 \$3,800-5,400 €2,900-4,100

PROVENANCE

Private Collection, London

123

YULIA LEBEDEVA b. 1989

Pepsi or Coke II, 2012

Digital chromogenic print.

80 x 120 cm (31 1/2 x 47 1/4 in)

Signed, titled, dated and numbered 3/5 in ink on a label affixed to the reverse of the flush-mount.

Estimate £5,000-7,000 \$7,700-10,700 €5,900-8,300 ±

PROVENANCE

Acquired directly from the artist

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 £50,000, 20% of the portion of the hammer price above £50,000 up to and including £1,000,000 and 12% of the portion of the hammer price above £1,000,000.

VAT

Value added tax (VAT) may be payable on the hammer price and/or the buyer's premium. The buyer's premium may attract a charge in lieu of VAT. Please read carefully the VAT AND OTHER TAX INFORMATION FOR BUYERS section in this catalogue.

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 +44 20 7318 4010 or +1 212 940 1240.

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 VAT.

Pre-Sale Estimates in US Dollars and Euros

Although the sale is conducted in pounds sterling, the pre-sale estimates in the auction catalogues may also be printed in US dollars 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 US dollars 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 with this symbol has been guaranteed a minimum price. The guarantee may be provided by Phillips, by a third party or jointly by us and a third party. Phillips and third parties providing or participating in a guarantee may benefit financially if a guaranteed lot is sold successfully and may incur a loss if the sale is not successful. A third party guarantor may also bid for the guaranteed lot and may be allowed to net the financial remuneration received in connection with the guarantee against the final purchase price if such party is the successful bidder.

△ 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 ●, 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.

♠ Property Subject to the Artist's Resale Right

Lots marked with ♠ are subject to the Artist's Resale Right calculated as a percentage of the hammer price and payable as part of the purchase price as follows:

Portion of the Hammer Price (in EUR)	Royalty Rate
From 0 to 50,000	4%
From 50,000.01 to 200,000	3%
From 200,000.01 to 350,000	1%
From 350,000.01 to 500,000	0.5%
Exceeding 500,000	0.25%

The Artist's Resale Right applies where the hammer price is EUR 1,000 or more, subject to a maximum royalty per lot of EUR 12,500. Calculation of the Artist's Resale Right will be based on the pounds sterling/euro reference exchange rate quoted on the date of the sale by the European Central Bank.

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.

†, \$, ₣, or Ω Property Subject to VAT

Please refer to the section entitled 'VAT AND OTHER TAX INFORMATION FOR BUYERS' in this catalogue for additional information.

2 BIDDING IN THE SALE

Bidding at Auction

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

Bidding in Person

To bid in person, you will need to register for and collect a paddle before the auction begins. 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 multilingual 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 £500. 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 VAT, which we can execute on your behalf in the event we are unable to reach you by telephone.



PHILLIPS

SEBASTIAO SALGADO PHOTOGRAPHS

GENESIS: THE PLATINUM PORTFOLIO AND
A SELECTION OF 30 SILVER GELATIN PRINTS

VIEWING 14 MAY-7 JUNE 2013
HOWICK PLACE LONDON SW1P 1BB

ENQUIRIES +44 20 7318 4092
photographslondon@phillips.com

BROOKES RANGE *Alaska, USA, 2009*

PHILLIPS.COM

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 VAT. 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.

UK£50 to UK£1,000	by UK£50s
UK£1,000 to UK£2,000	by UK£100s
UK£2,000 to UK£3,000	by UK£200s
UK£3,000 to UK£5,000	by UK£200s, 500, 800 (e.g. UK£4,200, 4,500, 4,800)
UK£5,000 to UK£10,000	by UK£500s
UK£10,000 to UK£20,000	by UK£1,000s
UK£20,000 to UK£30,000	by UK£2,000s
UK£30,000 to UK£50,000	by UK£2,000s, 5,000, 8,000
UK£50,000 to UK£100,000	by UK£5,000s
UK£100,000 to UK£200,000	by UK£10,000s
above UK£200,000	at the auctioneer’s discretion

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

3 THE AUCTION

Conditions of Sale

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

Interested Parties Announcement

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

Consecutive and Responsive Bidding; No Reserve Lots

The auctioneer may open the bidding on any lot by placing a bid on behalf of the seller. The auctioneer may further bid on behalf of the seller up to the amount of the reserve by placing consecutive bids or bids in response to other bidders. If a lot is offered without reserve, unless there are already competing absentee bids, the auctioneer will generally open the bidding at 50% of the lot’s low pre-sale estimate. In the absence of a bid at that level, the auctioneer will proceed backwards at his or her discretion until a bid is recognized and will then advance the bidding from that amount. Absentee bids on no reserve lots will, in the absence of a higher bid, be executed at approximately 50% of the low pre-sale estimate or at the amount of the bid if it is less than 50% of the low pre-sale estimate. If there is no bid whatsoever on a no reserve lot, the auctioneer may deem such lot unsold.

4 AFTER THE AUCTION

Payment

Buyers are required to pay for purchases immediately following the auction unless other arrangements have been agreed with Phillips in writing in advance of the sale. Payment must be made in pounds sterling either by cash, cheque drawn on a UK 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 the local currency equivalent of US\$10,000.

Credit Cards

As a courtesy to clients, Phillips will accept American Express, Visa, MasterCard and UK-issued debit cards to pay for invoices of £50,000 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. After the auction, we will transfer all lots to our fine art storage facility located near Wimbledon and will so advise all buyers. If you are in doubt about the location of your purchase, please contact the Shipping Department prior to arranging collection. 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 do not provide packing, handling or shipping services directly. However, we will coordinate with shipping agents instructed by you in order to facilitate the packing, handling and shipping of property purchased at Phillips. Please refer to Paragraph 7 of the Conditions of Sale for more information.

Export and Import Licences

Before bidding for any property, prospective bidders are advised to make independent enquiries as to whether a licence is required to export the property from the United Kingdom 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 licences or permits. The denial of any required licence or permit or any delay in obtaining such documentation will not justify the cancellation of the sale or any delay in making full payment for the lot.

Endangered Species

Items made of or incorporating plant or animal material, such as coral, crocodile, ivory, whalebone, rhinoceros horn or tortoiseshell, irrespective of age, percentage or value, may require a licence or certificate prior to exportation and additional licences or certificates upon importation to any country outside the European Union (EU). Please note that the ability to obtain an export licence or certificate does not ensure the ability to obtain an import licence 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 licences or certificates as well as any other required documentation. The denial of any required licence or certificate or any delay in obtaining such documentation will not justify the cancellation of the sale or any delay in making full payment for the lot. Please note that lots containing potentially regulated plant or animal material are marked as a convenience to our clients, but Phillips does not accept liability for errors or for failing to mark lots containing protected or regulated species.

IMPORTANT NOTICES

Items Sold under Temporary Admission


We wish to draw your attention to changes recently made to items sold under temporary admission (originally called temporary importation). The cancelling or refunding of applicable VAT is now subject to items being exported from the EU within 30 days of payment, rather than 90 days from the date of sale as previously required. For up-to-date information on this matter, please refer to the section entitled **VAT and Other Tax Information for Buyers** below.

Identification of Business or Trade Buyers

As of January 2010, Her Majesty’s Revenue & Customs (“HMRC”) has made it an official requirement for auction houses to hold evidence of a buyer’s business status, due to the revised VAT rules regarding buyer’s premium for lots with symbols for businesses outside the UK.

- Where the buyer is a non-EU business, Phillips requires evidence of the business status by means of the company identification, Certificate of Incorporation, Articles of Association or government-issued documents showing that the company exists.
- Where the buyer is an EU VAT registered business, Phillips requires the above as well as the business’s VAT registration number in the form of a government-issued document or paperwork from the local EU tax/VAT office showing the VAT number.

These details can be scanned and emailed to us, or alternatively they can be faxed or mailed. **If these requirements are not met, we will be unable to cancel/refund any applicable VAT.**



PHILLIPS

LATIN AMERICA

AUCTION 23 MAY 2013 NEW YORK
VIEWING 18-22 MAY
ENQUIRIES +1 212 940 1216 latinamerica@phillips.com

AMELIA PELÁEZ *Las Hermanas*, 1943 (detail) Estimate \$250,000-350,000

PHILLIPS.COM

A. PELÁEZ
1943

VAT AND OTHER TAX INFORMATION FOR BUYERS

The following paragraphs provide general information to buyers on the VAT and certain other potential tax implications of purchasing property at Phillips. This information is not intended to be complete. In all cases, the relevant tax legislation takes precedence, and the VAT rates in effect on the day of the auction will be the rates charged. It should be noted that, for VAT purposes only, Phillips is not usually treated as agent and most property is sold as if it is the property of Phillips. In the following paragraphs, reference to VAT symbols shall mean those symbols located beside the lot number or the pre-sale estimates in the catalogue (or amending saleroom addendum).

1 PROPERTY WITH NO VAT SYMBOL

Where there is no VAT symbol, Phillips is able to use the Auctioneer's Margin Scheme, and VAT will not normally be charged on the hammer price. Phillips must bear VAT on the buyer's premium. Therefore, we will charge an amount in lieu of VAT at 20% on the buyer's premium. This amount will form part of the buyer's premium on our invoice and will not be separately identified.

2 PROPERTY WITH A † SYMBOL

These lots will be sold under the normal UK VAT rules, and VAT will be charged at 20% on both the hammer price and buyer's premium. Where the buyer is a relevant business person in the EU (non-UK) or is a relevant business person in a non-EU country then no VAT will be charged on the buyer's premium. This is subject to Phillips being provided with evidence of the buyer's VAT registration number in the relevant Member State (non-UK) or the buyer's business status in a non-EU country such as the buyer's Tax Registration Certificate. Should this evidence not be provided then VAT will be charged on the buyer's premium.

3 PROPERTY WITH A \$ SYMBOL

Lots sold to buyers whose registered address is in the EU will be assumed to be remaining in the EU. The property will be invoiced as if it had no VAT symbol. However, if an EU buyer advises us that the property is to be exported from the EU, Phillips will re-invoice the property under the normal VAT rules. Lots sold to buyers whose address is outside the EU will be assumed to be exported from the EU. The property will be invoiced under the normal VAT rules. Although the hammer price will be subject to VAT, the VAT will be cancelled or refunded upon export. The buyer's premium will always bear VAT unless the buyer is a relevant business person in the EU (non-UK) or is a relevant business person in a non-EU country, subject to Phillips receiving evidence of the buyer's VAT registration number in the relevant Member State (non-UK) or the buyer's business status in a non-EU country such as the buyer's Tax Registration Certificate. Should this evidence not be provided VAT will be charged on the buyer's premium.

4 PROPERTY SOLD WITH A ‡ OR Ω SYMBOL

These lots have been imported from outside the EU to be sold at auction under temporary admission. Property subject to temporary admission will be offered under the Auctioneer's Margin Scheme and will be subject to import VAT of either 5% or 20%, marked by ‡ and Ω respectively, on the hammer price and an amount in lieu of VAT at 20% on the buyer's premium. Anyone who wishes to buy outside the Auctioneer's Margin Scheme should notify the Client Accounting Department before the sale.

Where lots are sold outside the Auctioneer's Margin Scheme and the buyer is a relevant business person in the EU (non-UK) or is a relevant business person in a non-EU country then no VAT will be charged on the buyer's premium. This is subject to Phillips receiving evidence of the buyer's VAT registration number in the relevant Member State (non-UK) or the buyer's business status in a non-EU country such as the buyer's Tax Registration Certificate. Should this evidence not be provided VAT will be charged on the buyer's premium.

5 EXPORTS FROM THE EUROPEAN UNION

The following types of VAT may be cancelled or refunded by Phillips on exports made within three months of the sale date if strict conditions are met:

- The amount in lieu of VAT charged on the buyer's premium for property sold under the Auctioneer's Margin Scheme (i.e., without a VAT symbol).
- The VAT on the hammer price for property sold under the normal VAT rules (i.e., with a † or a \$ symbol).

The following type of VAT may be cancelled or refunded by Phillips on exports made within 30 days of payment date if strict conditions are met:

- The import VAT charged on the hammer price and an amount in lieu of VAT on the buyer's premium for property sold under temporary admission (i.e., with a ‡ or a Ω symbol) under the Auctioneer's Margin Scheme.

In each of the above examples, where the appropriate conditions are satisfied, no VAT will be charged if, at or before the time of invoicing, the buyer instructs Phillips to export the property from the EU. If such instruction is received after payment, a refund of the VAT amount will be made.

Where the buyer carries purchases from the EU personally or uses the services of a third party, Phillips will charge the VAT amount due as a deposit and refund it **if the lot has been exported within the timelines specified below** and either of the following conditions are met:

- For lots sold under the Auctioneer's Margin Scheme or the normal VAT rules, Phillips is provided with appropriate documentary proof of export from the EU within three months of the date of sale. Buyers carrying their own property should obtain hand-carry papers from the Shipping Department to facilitate this process.
- For lots sold under temporary admission, Phillips is provided with a copy of the correct paperwork duly completed and stamped by HMRC which shows the property has been exported from the EU via the UK within 30 days of payment date. It is essential for shippers acting on behalf of buyers to collect copies of original import papers from our Shipping Department. HMRC insist that the correct customs procedures are followed and Phillips will not be able to issue any refunds where the export documents do not exactly comply with governmental regulations. Property subject to temporary admission must be transferred to another customs procedure immediately if any restoration or repair work is to be carried out.

Buyers carrying their own property must obtain hand-carry papers from the Shipping Department, for which a charge of £20 will be made. The VAT refund will be processed once the appropriate paperwork has been returned to Phillips. Phillips is not able to cancel or refund any VAT charged on sales made to UK or EU private residents unless the lot is subject to temporary admission and the property is exported from the EU **within 30 days of payment date**. Any refund of VAT is subject to a minimum of £50 per shipment and a processing charge of £20.

Buyers intending to export, repair, restore or alter lots under temporary admission should notify the Shipping Department before collection. Failure to do so may result in the import VAT becoming payable immediately and Phillips being unable to refund the VAT charged on deposit.

6 VAT REFUNDS FROM HM REVENUE & CUSTOMS

Where VAT charged cannot be cancelled or refunded by Phillips, it may be possible to seek repayment from HMRC. Repayments in this manner are limited to businesses located outside the UK and may be considered for example for Import VAT charged on the hammer price for lots sold under temporary admission.

All claims made by customers located in another member state to the UK will need to be made under a new mechanism from 1 January 2010. The process prior to 1 January 2010 is no longer in operation.

If you are located in an EU member state other than the UK you will now need to apply for a refund of UK VAT directly to your local tax authority. This is done via submission of an electronically based claim form which should be accessed through the website of your local tax authority. As a result, your form may include VAT incurred in a number of member states. Furthermore, from 1 January 2010 you should only submit one form per year, rather than submitting forms throughout the year.

Please note that the time limits by which you must make a claim have been extended. When making a claim for VAT incurred in another EU member state any claim will still be made on a **calendar year basis** but must now be made no later than **30 September** following that calendar year. This effectively extends the time by which claims should be made by three months (e.g., for VAT incurred in the year 1 January to 31 December 2010 you should make a claim to your local tax authority no later than 30 September 2011). Once you have submitted the electronic form to your local tax authority it is their responsibility to ensure that payment is obtained from the relevant member states. This should be completed within four months. If this time limit is not adhered to you may receive interest on the unpaid amounts.

If you are located outside the EU you should apply for a refund of UK VAT directly to HMRC (the rules for those located outside of the EU have not changed). Claim forms are only available from the HMRC website. Go to hmrc.gov.uk, select Forms under Quick Links and then Find a Form. The relevant form is VAT65A. Completed forms should be returned to: HM Revenue & Customs, VAT Overseas Repayments, 8th/13th Directive, PO Box 34, Foyle House, Duncreggan Road, Londonderry BT48 7AE, Northern Ireland, (tel) +44 (0)2871 305100 (fax) +44 (0)2871 305101, [email enq.oru.ni@hmrc.gsi.gov.uk](mailto:enq.oru.ni@hmrc.gsi.gov.uk).

You should submit claims for VAT to HMRC no later than **six months** from the end of the 12 month period ending **30 June** (e.g., claims for the period 1 July 2011 to 30 June 2012 should be made no later than 31 December 2012).

Please note that refunds of VAT will only be made where VAT has been incurred for a business purpose. Any VAT incurred on articles bought for personal use will not be refunded.

7 SALES AND USE TAXES

Buyers from outside the UK should note that local sales taxes or use taxes may become payable upon import of lots following purchase. Buyers should consult their own tax advisors.



PHILLIPS

CONTEMPORARY ART

NEW YORK EVENING SALE

AUCTION 16 MAY 2013 NEW YORK

ENQUIRIES +1 212 940 1260 Zach Miner zminer@phillips.com

RICHARD PRINCE *Untitled (Cowboy)*, 1986 (detail) Estimate \$400,000-600,000

PHILLIPS.COM

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

4 BIDDING AT AUCTION

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

(b) As a convenience to bidders who cannot attend the auction in person, Phillips may, if so instructed by the bidder, execute written absentee bids on a bidder's behalf. Absentee bidders are required to submit bids on the 'Absentee Bid Form', a copy of which is printed in this catalogue or otherwise available from Phillips. Bids must be placed in the currency of the sale. The bidder must clearly indicate the maximum amount he or she intends to bid, excluding the buyer's premium and value added tax (VAT). 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 £500. 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) When making a bid, whether in person, by absentee bid or on the telephone, a bidder accepts personal liability to pay the purchase price, as described more fully in Paragraph 6 (a) below, plus all other applicable charges unless it has been explicitly agreed in writing with Phillips 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.

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

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

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

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

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

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

6 PURCHASE PRICE AND PAYMENT

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

PHILLIPS



CONTEMPORARY ART

NEW YORK DAY SALE

AUCTION 17 MAY 2013 NEW YORK

ENQUIRIES +1 212 940 1260 Amanda Stoffel astoffel@phillips.com

GILBERT AND GEORGE *Aklis*, 1980 Estimate \$180,000-250,000

PHILLIPS.COM

(b) VAT is payable in accordance with applicable law. All prices, fees, charges and expenses set out in these Conditions of Sale are quoted exclusive of VAT.

(c) If the Artist's Resale Right Regulations 2006 apply to the lot, the buyer agrees to pay to us an amount equal to the resale royalty provided for in those regulations and we undertake to the buyer to pay such amount to the artist's collection agent. In circumstances where (i) we are on notice that the resale royalty is payable or (ii) we have not been able to ascertain the nationality of the artist, we will identify the lot with the symbol next to the lot number and will invoice the resale royalty to the buyer. If we subsequently determine that the nationality of the artist does not entitle him/her to the resale royalty on the lot, we will arrange a refund to the buyer of the amount of the royalty paid to us. If, after a sale in which we did not collect the resale royalty on a particular lot, we become aware that information provided to us prior to the auction concerning an artist's nationality was incorrect and the artist is entitled to the resale royalty on the lot, the buyer shall pay the resale royalty to us upon receipt of an invoice.

(d) 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 pounds sterling either by cash, cheque drawn on a UK 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 the local currency equivalent of US\$10,000.

(ii) Personal cheques and banker's drafts are accepted if drawn on a UK bank and the buyer provides to us acceptable government-issued identification. Cheques and banker's drafts should be made payable to "Phillips". If payment is sent by post, please send the cheque or banker's draft to the attention of the Client Accounting Department at Howick Place, London SW1P 1BB and ensure that the sale number is written on the cheque. Cheques 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 will be provided on the Invoice for purchased lots.

(e) As a courtesy to clients, Phillips will accept American Express, Visa, MasterCard and UK-issued debit cards to pay for invoices of £50,000 or less. A processing fee will apply.

(f) 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 us at +44 (0) 207 318 4081 or +44 (0) 207 318 4082 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. After the auction, we will transfer all lots to our fine art storage facility located near Wimbledon and will so advise all buyers. Purchased lots are at the buyer's risk, including the responsibility for insurance, from (i) the date of collection or (ii) seven days after the auction, whichever is the earlier. 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 do not provide packing, handling, insurance or shipping services. We will coordinate with shipping agents instructed by the buyer, whether or not recommended by Phillips, in order to facilitate the packing, handling, insurance and shipping of property bought at Phillips. Any such instruction 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.

(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 charges for each uncollected lot of £10 per day for storage, administrative expenses and liability for loss or damage. 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; (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, all sale-related expenses and any applicable taxes thereon; (vi) resell the lot by auction or private sale, with estimates and a reserve set at Phillips's reasonable discretion, it being understood that in the event such resale is for less than the original hammer price and buyer's premium for that lot, the buyer will remain liable for the shortfall together with all costs incurred in such resale; (vii) commence legal proceedings to recover the hammer price and buyer's premium for that lot, together with interest and the costs of such proceedings; (viii) set off the outstanding amount remaining unpaid by the buyer against any amounts which we or any of our affiliated companies may owe the buyer in any other transactions; (ix) release the name and address of the buyer to the seller to enable the seller to commence legal proceedings to recover the amounts due and legal costs; or (x) take such other action as we deem necessary or appropriate.

(b) The buyer irrevocably authorizes Phillips to exercise a lien over the buyer's property which is in our possession upon notification by any of our affiliated companies that the buyer is in default of payment. Phillips will notify the buyer of any such lien. The buyer also irrevocably authorizes Phillips, upon notification by any of our affiliated companies that the buyer is in default of payment, 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.

(c) If the buyer is in default of payment, the buyer irrevocably authorizes Phillips to instruct any of our affiliated companies in possession of the buyer's property to deliver the property by way of pledge as the buyer's agent to a third party instructed by Phillips to hold the property on our behalf as security for the payment of the Purchase Price and any other amount due and, no earlier than 30 days from the date of written notice to the buyer, to sell the property in such manner and for such consideration as can reasonably be obtained on a forced sale basis and to apply the proceeds to any amount owed to Phillips or any of our affiliated companies after the deduction from sale proceeds of our standard vendor's commission, all sale-related expenses and any applicable taxes thereon.

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 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 LICENCES AND PERMITS

Before bidding for any property, prospective buyers are advised to make their own enquiries as to whether a licence is required to export a lot from the United Kingdom or to import it into another country. Prospective buyers are advised that some countries prohibit the import of property made of or incorporating plant or animal material, such as coral, crocodile, ivory, whalebone, rhinoceros horn or tortoiseshell, irrespective of age, percentage or value. Accordingly, prior to bidding, prospective buyers considering export of purchased lots should familiarize themselves with relevant export and import regulations of the countries concerned. It is solely the buyer's responsibility to comply with these laws and to obtain any necessary export, import and endangered species licences or permits. Failure to obtain a licence 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 related services and other products and services, or as required by law, Phillips may ask clients to provide personal information about themselves or in certain other cases (such as to conduct credit checks, verify

identity or prevent fraud) obtain information about clients from third parties. Phillips may also occasionally use personal details provided by clients to send them marketing communications about our products, services or events. By agreeing to these Conditions of Sale and providing Phillips with personal details, clients agree that Phillips and our affiliated companies may use those details for the above purposes. If clients would like further information about our privacy policy or how to correct their data or opt-out from receiving further marketing communications, please contact us at +44 20 7318 4010.

(b) In order to fulfill the services clients have requested, Phillips may disclose clients' personal information to third parties such as transport providers. Such third parties may not be located within the European Economic Area (EEA). By agreeing to these Conditions of Sale, clients agree to such disclosure outside the EEA. Some of these countries may not offer legal protection of personal information equivalent to that offered within the EEA. It is Phillips's policy to require that any such third parties respect the privacy and confidentiality of our clients' information and adequately safeguard client information to standards that are comparable to the EEA. However, Phillips cannot guarantee that these third parties will do so.

13 LIMITATION OF LIABILITY

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

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

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

(d) Subject to sub-paragraph (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 sub-paragraph (a) above, whether such loss or damage is characterised 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, subject to the provisions of the Copyright, Designs and Patents Act 1988, 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.

(e) No term of these Conditions of Sale shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by anyone other than the buyer.

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 English law.

(b) For the benefit of Phillips, all bidders and sellers agree that the Courts of England are to have exclusive jurisdiction 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. All parties agree that Phillips shall retain the right to bring proceedings in any court other than the Courts of England.

(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 English law, the law of the place of service or the law of the jurisdiction where proceedings are instituted at the last address of the bidder or seller known to Phillips.

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) there has been no material loss in value of the lot from its value had it been as described in the heading of the catalogue entry.

(b) In any claim for breach of the Authorship Warranty, Phillips 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 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.

(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.

PHILLIPS

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Linda Pyke

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Carolyn Bachman
Carly Murphy

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Fiona McGovern, London +44 20 7318 4099

ART AND PRODUCTION

Andrea Koronkiewicz, Studio Manager
Orlann Capazorio, US Production Manager
Fernando Dias de Souza, Graphic Designer
Mark Hudson, Graphic Designer
Jeff Velazquez, Production Artist

COMMUNICATIONS AND MARKETING

LONDON
Alex Godwin-Brown,
Communications and Marketing Manager

NEW YORK
Trish Walsh, Marketing Manager
Tiana Webb-Evans, Director of Communications

SALE INFORMATION

AUCTION

Wednesday 8 May 2013, 4pm

VIEWING

Thursday 2 May – Wednesday 8 May

Monday – Saturday, 10am – 6pm

Sunday 12pm – 6pm

VIEWING & AUCTION LOCATION

Howick Place, London SW1P 1BB

WAREHOUSE & COLLECTION LOCATION

110–112 Morden Road, Mitcham, Surrey CR4 4XB

SALE DESIGNATION

When sending in written bids or making enquiries,
please refer to this sale as UK040113 or Photographs

SPECIALISTS

Vanessa Kramer Hallett, Director and Worldwide Head +1 212 940 1243

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SALE ADMINISTRATOR

Laetitia Morenz +44 20 7318 4092

REGISTRAR

Ross Martin +44 20 7318 4788

CATALOGUES

Emma Miller +44 20 7318 4039 +1 212 940 1291

catalogues@phillips.com

Catalogues \$35/€25/£22 at the Gallery

ABSENTEE & TELEPHONE BIDS

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Susanna Brockman +44 20 7318 4041

bidslondon@phillips.com

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Buyer Accounts:

Carolyn Whitehead +44 20 7318 4020

Seller Accounts:

Surbjit Dass +44 20 7318 4072

CLIENT SERVICES

Madalena Horta e Costa, Lucinda Newman, Natasha Pryce

+44 20 7318 4010

WAREHOUSE & SHIPPING

Lydia Stewart +44 20 7318 4050

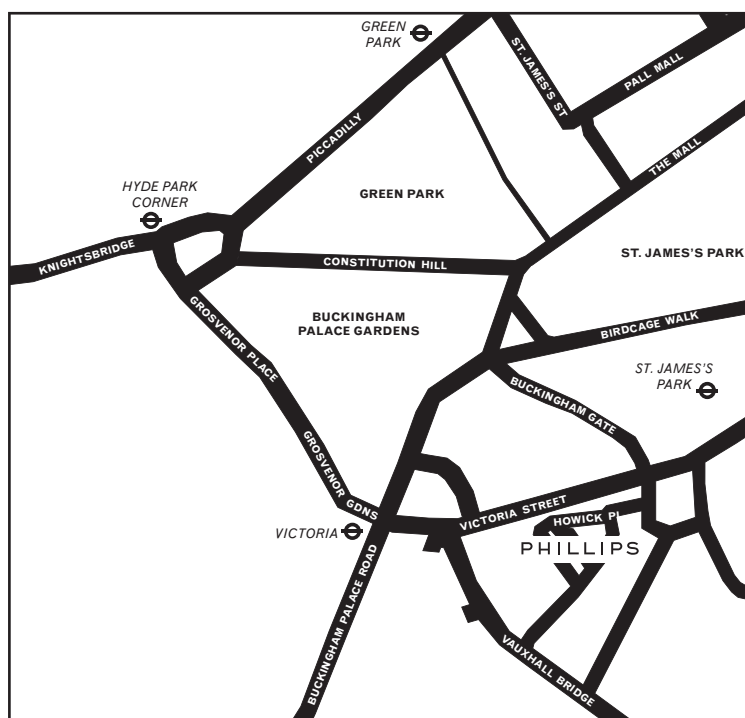
Ameeta Lodhia +44 20 7318 4026

Jan Navratil +44 20 7318 4081

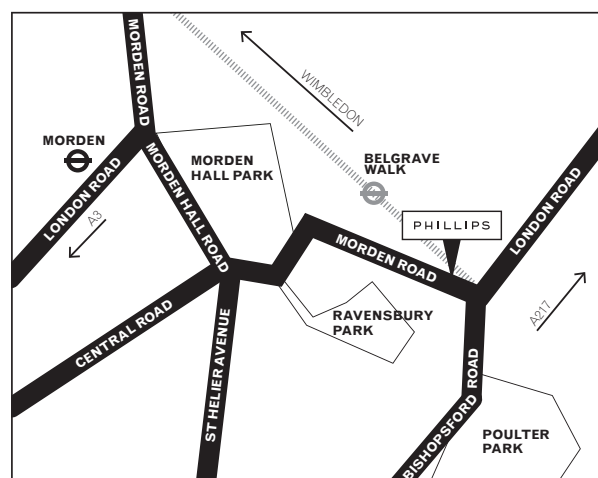
Elisa Sciandro +44 20 7318 4077

PHOTOGRAPHY

Byron Slater



Viewing and Auction location



Warehouse and collection location

PHILLIPS

ABSENTEE/TELEPHONE BID FORM Please use this form to register for absentee bids or telephone bids. Please read the advice and conditions included here, and note that it is important that you indicate whether you are applying as an individual or on behalf of a company.

Please select the type of bid you wish to make with this form, and for which sale:

☐ **ABSENTEE BID** ☐ **TELEPHONE BID** (Please select one)

Sale Title	Sale number	Sale date
------------	-------------	-----------

Are you applying as an individual ☐ or on behalf of a company ☐? (Please select one)

Client number (if known)

Title	First name	Surname
-------	------------	---------

Company name (complete this only if you are bidding on behalf of a company)

VAT number (if applicable)

Address

City	State / County
------	----------------

Postcode / zip code	Country
---------------------	---------

Phone	Mobile	Fax
-------	--------	-----

Email

Phone (for phone bidding only)

Lot number In numerical order	Brief description	Maximum pound sterling price* Absentee bids only

* Excluding Buyer's Premium and VAT

FINANCIAL INFORMATION

For your bid to be accepted, we require the following information for our reference only. Please note that you may be contacted to provide a bank reference:

Credit card type	Expiration date
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Credit card number

For anyone wishing to bid on lots with a low pre-sale estimate of above £5,000, please provide the following information for our reference only:

Bank name	Contact
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Telephone / fax	Account number
-----------------	----------------

I hereby authorise the above references to release information to PHILLIPS. Please bid on my behalf up to the limits shown for the indicated lots without legal obligations to PHILLIPS, its staff or agents; and subject to the Conditions of Sale and Authorship Warranty printed in the catalogue, additional notices or terms printed in the catalogue and supplements to the catalogue posted in the salesroom, and in accordance with the above statements and conditions.

Signature

Date

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Please return this form by fax to +44 20 7318 4035 or email it to bidslondon@phillips.com at least 24 hours before the sale

7 Howick Place London SW1P 1BB

+44 20 7318 4010

phillips.com

bidslondon@phillips.com

• **COMPANY PURCHASES** We require a copy of government-issued identification (such as the certificate of incorporation) to verify the status of the company. This should be accompanied by an official document confirming the company's EU VAT registration number, if applicable, which we are now required by HMRC to hold.

• **CONDITIONS OF SALE** All bids are placed and executed, and all lots are sold and purchased subject to the Conditions of Sale printed in the catalogue. Please read them carefully before placing a bid. Your attention is drawn to Paragraph 4 of the Conditions of Sale.

• All bids made on your behalf by us will be done so confidentially.

• 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 £50,000, 20% of the portion of the hammer price above £50,000 up to and including £1,000,000 and 12% of the portion of the hammer price above £1,000,000.

• "Buy" or unlimited bids will not be accepted. Alternative bids can be placed by using the word "OR" between lot numbers.

• For absentee bids, indicate your maximum limit for each lot, excluding the buyer's premium and any applicable VAT. Your bid will be executed at the lowest price taking into account the reserve and other bidders. On no reserve lots, in the absence of other bids, your bid will be executed at approximately 50% of the low pre-sale estimate or at the amount specified, if less than 50% of the low estimate.

• Your bid must be submitted in the currency of the sale and will be rounded down to the nearest amount consistent with the auctioneer's bidding increments.

• If we receive identical bids, the first bid received will take precedence.

• Telephone bidding is available for lots whose low pre-sale estimate is at least £500.

• Arranging absentee and telephone bids is a free service provided by us to prospective buyers. While we will exercise reasonable care in undertaking such activity, we cannot accept liability for errors relating to execution of your bids except in cases of wilful misconduct. Agreement to bid by telephone must be confirmed by you promptly in writing or by fax. Telephone bid lines may be recorded.

• Please submit your bids to the Bid Department by fax at +44 20 7318 4035 or scan and email to bidslondon@phillips.com at least 24 hours before the sale. You will receive confirmation by email within one business day. To reach the Bid Department by phone please call +44 20 7318 4045.

• Payment for lots can be made by cash (up to £5,000), credit card (up to £50,000) using Visa, American Express or Mastercard only, UK debit cards, wire transfer, banker's draft or personal cheque with identification, drawn on UK banks. Please note that credit cards are subject to a surcharge.

• Lots cannot be collected until payment has cleared and all charges have been paid.

• By signing this Bid Form, you agree to the processing of your personal information and also to the disclosure and transfer of such information to any associated company of PHILLIPS and to third parties involved in the auction anywhere in the world, including in countries which may not offer equivalent protection of personal information to that offered in the UK.

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IN-PERSON REGISTRATION FORM Please use this form to bid in person.

To pre-register, please submit this form by fax to +44 20 7318 4035 or by email to bidslondon@phillips.com, or bring it with you to Howick Place, London SW1P 1BB to register on the day of the auction.

Sale Title	Sale number	Sale date
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Please indicate in what capacity you will be bidding (please select one):

- ☐ **AS A PRIVATE INDIVIDUAL**
☐ **ON BEHALF OF A COMPANY**

Client number (if known)

Title	First name	Surname
-------	------------	---------

Company name (complete this only if you are bidding on behalf of a company)

VAT number (if applicable)

Address

City	State / County
------	----------------

Postcode / zip code	Country
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Phone	Mobile	Fax
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Email

Phone (for phone bidding only)

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Signature	Date
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• Payment for lots can be made by cash (up to £5,000), credit card (up to £50,000) using Visa, American Express or Mastercard only, UK debit cards, wire transfer, banker's draft or personal cheque with identification, drawn on UK banks. Please note that credit cards are subject to a surcharge.

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• By signing this Bid Form, you agree to the processing of your personal information and also to the disclosure and transfer of such information to any associated company of PHILLIPS and to third parties involved in the auction anywhere in the world, including in countries which may not offer equivalent protection of personal information to that offered in the UK.

Paddle Number



PHILLIPS

EDITIONS

LONDON EVENING & DAY SALE

NOW ACCEPTING CONSIGNMENTS

AUCTION SEPTEMBER 2013

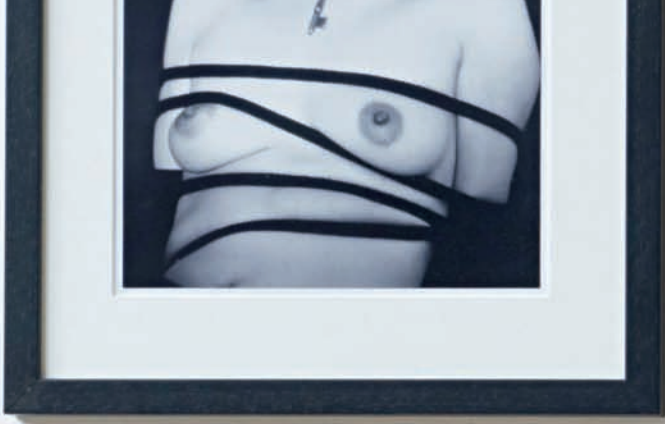
ENQUIRIES +44 (0) 207 318 4079 Robert Kennan editionslondon@phillips.com

ANDY WARHOL *Marilyn Monroe (Marilyn) (F&S 23), 1967*

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