







# DESIGN

28 SEPTEMBER 2010 5PM LONDON

#### LOTS 1-115

#### Viewing

Wednesday 22 September, 6pm – 8pm
Thursday 23 – Saturday 25 September, 10am – 6pm
Sunday 26 September, 12pm – 6pm
Monday 27 September, 10am – 6pm
Tuesday 28 September, 10am – 5pm

# 1 **LE CORBUSIER** 1887–1965

Exterior light, from Chandigarh, India, 1952–56 Concrete, steel, glass. 88 × 87.2 × 57 cm (34 5/8 × 34 3/8 × 22 3/8 in)

**Estimate** £18,000-22,000 \$27,900-34,100 €22,000-26,800

PROVENANCE Chandigarh, India
EXHIBITED 'Le Corbusier, Pierre Jeanneret , Chandigarh, India,
1952–1956', Sonnabend Gallery, New York, 18 February–18 March 2006
LITERATURE W. Boesiger, ed., Le Corbusier et Son Atelier rue de Sevres 35,
Œuvre Complète 1952–1957, New York, 1990, pp. 117 and 124



2 PIERRE JEANNERET 1896–1967 Writing table, from Chandigarh, India, 1952–56

Teak.

 $70 \times 153 \times 166 \text{ cm} (27 \text{ 1/2} \times 60 \text{ 1/4} \times 65 \text{ 3/8 in})$ 

Estimate £30,000-40,000 \$46,500-62,000 €36,600-48,800

**PROVENANCE** Chandigarh, India; Galerie Patrick Seguin, Paris, France; Private collection





3 PIERRE JEANNERET 1896–1967

Sofa set, from Chandigarh, India, 1952–56

Teak, hide. Comprising one sofa and two chairs (3).

Sofa: 71 × 139 × 74 cm (28 × 54 3/4 × 29 1/8 in); each chair: 74 cm (29 1/8 in) high

**Estimate** £40,000-60,000 \$62,000-93,000 €48,800-73,200

PROVENANCE Chandigarh, India
EXHIBITED 'Le Corbusier, Pierre Jeanneret , Chandigarh, India,
1952–1956', Sonnabend Gallery, New York, 18 February–18 March 2006





### 4 PIERRE JEANNERET 1896–1967

Low table, from Chandigarh, India, 1952–56 Teak.

 $41 \times 89 \times 89$  cm (16 1/8 × 35 × 35 in)

**Estimate** £6,000-8,000 \$9,300-12,400 €7,300-9,800

PROVENANCE Chandigarh, India
LITERATURE George H. Marcus, *Le Corbusier: Inside the Machine for Living*, New York, 2000, p. 154 for a similar example

#### 5 PIERRE JEANNERET 1896–1967

Straight-leg bench, from Chandigarh, India, 1952–56 Teak, hide.

 $85 \times 140 \times 65$  cm (33 1/2 × 55 1/8 × 25 1/2 in)

**Estimate** £10,000-15,000 \$15,500-23,300 €12,200-18,300

PROVENANCE Chandigarh, India

EXHIBITED 'Le Corbusier, Pierre Jeanneret , Chandigarh, India,

1952–1956', Sonnabend Gallery, New York, 18 February–18 March 2006





6 PIERRE JEANNERET 1896–1967 'Conférence' armchair, from Chandigarh, India, 1952–56 Teak, cane. 83 cm (32 5/8 in) high

**Estimate** £3,000-5,000 \$4,700-7,800 €3,700-6,100

PROVENANCE Chandigarh, India



7 PIERRE JEANNERET 1896–1967

Occasional table, from Chandigarh, India, 1952–56

Teak-veneered wood, teak. Leg painted with 'H-1 2F' and 'CPC7 MT87' and stencilled with '446 CH'. 70.5 × 87 × 87 cm (27 3/4 × 34 1/4 × 34 1/4 in)

**Estimate** £6,000-10,000 \$9,300-15,500 €7,300-12,200

PROVENANCE Chandigarh, India



Reverse of Lot 9 showing pigeon holes

PIERRE JEANNERET 1896–1967
 'Conférence' armchair, from Chandigarh, India, 1952–56
 Teak, cane.
 81 cm (31 7/8 in) high

**Estimate** £3,000-5,000 \$4,700-7,800  $\in 3,700-6,100$ 

PROVENANCE Chandigarh, India

9 PIERRE JEANNERET 1896–1967

Desk, from Chandigarh, India, 1952–56

Teak, leather, aluminium. Edge of desktop painted with 'UEM (W.T.) E' and A.E.O.W T10'.

72 × 122.5 × 83 cm (28 3/8 × 48 1/4 × 32 5/8 in)

Estimate £7,000-9,000 \$10,900-14,000 €8,500-11,000

PROVENANCE Chandigarh, India
EXHIBITED 'Le Corbusier, Pierre Jeanneret , Chandigarh, India,
1952–1956', Sonnabend Gallery, New York, 18 February–18 March 2006





#### **10 JEAN PROUVÉ** 1901–1984

'C.P.D.E.' desk with variable fittings, 1934–35 Painted bent sheet steel, leather, aluminium.  $78 \times 140 \times 51$  cm (30 3/4 × 55 1/8 × 20 in)

# Estimate £15,000-20,000 \$23,300-31,000 €18,300-24,400

PROVENANCE Compagnie Parisienne de distribution d'électricité, Paris LITERATURE Peter Sulzer, *Jean Prouvé: Œuvre Complète, Volume 2: 1934–1944*, Basel, 2000, pp. 73–77 for similar examples; Galerie Patrick Seguin and Sonnabend Gallery, *Jean Prouvé, Vol. 2*, Paris, 2007, pp. 330 and 332–33 for similar examples





# 11 PIERRE JEANNERET 1896–1967

Unique console, 1942 Elm. 23 × 377.5 × 27.5 cm (9 × 148 5/8 × 10 3/4 in)

**Estimate** £60,000-90,000 \$93,000-140,000 €73,200-110,000

**PROVENANCE** Pierre Jeanneret's private apartment, Grenoble, France, 1942; Madame Simone Debout, Grenoble, France





### 12 MATHIEU MATÉGOT 1910–2001

Wall light, c. 1960
Brass. Manufactured by Atelier Matégot, France.
48 × 11 × 20 cm (19 × 4 1/4 × 7 7/8 in)

**Estimate** £2,000-3,000 \$3,100-4,700 €2,400-3,700

**LITERATURE** Philippe Jousse and Caroline Mondineau, *Mathieu Matégot*, Paris, 2003, item no. 236

#### 13 MATHIEU MATÉGOT 1910-2001

Pair of side tables, c.1960

Tubular brass, glass. Manufactured by Atelier Matégot, France (2). Each: 57.8 cm (22 3/4 in) high, 41.3 cm (16 1/4 in) diameter

**Estimate** £6,000-8,000 \$9,300-12,400 €7,300-9,800

**LITERATURE** Philippe Jousse and Caroline Mondineu, *Mathieu Matégot*, Paris, 2003, item no. 216





Row of three lecture hall chairs with adjustable seats, from the University of Besançon, France, 1953

Painted tubular and bent steel, wood, vinyl. Manufactured by Les Ateliers Jean Prouvé, France.

88.5 × 166 × 54.5 cm (34 7/8 × 65 3/8 × 21 1/2 in)

**Estimate** £5,000-7,000 \$7,800-10,900 €6,100-8,500

PROVENANCE Faculté de Lettres, Université de Besançon, Besançon, France LITERATURE Galeries Jousse Seguin and Enrico Navarra, *Jean Prouvé*, Paris, 1998, p. 63; Penelope Rowlands, *Jean Prouvé*, New York, 2002, pp. 50–51; Peter Sulzer, *Jean Prouvé*: Œuvre Complète, Volume 3: 1944–1954, Basel, 2005, p. 252, fig. 1235.22,2





#### **18 GEORGES JOUVE** 1901–1964

Rare double 'Diabolo' vase, c. 1956
Earthenware, black and white glazes. Underside incised with artist's monogram 'Jouve' and each vase with 'I'.
34 cm (13 3/8 in) high

Estimate £10,000-14,000 \$15,500-21,700 €12,200-17,100

 $\mbox{LITERATURE}\ \mbox{Philippe}$  Jousse and Galerie Jousse Entreprise,  $\mbox{\it Georges Jouve}, \mbox{\it Paris}, 2005, p. 296$ 

#### **19 JEAN PROUVÉ** 1901–1984

'Cité' table, model no. 500, c. 1953
Painted tubular and bent steel, oak. Manufactured by Les
Ateliers Jean Prouvé, France.
72 × 150 × 53 × cm (28 3/8 × 59 × 20 7/8 in)

**Estimate** £4,000-6,000 \$6,200-9,300 €4,900-7,300

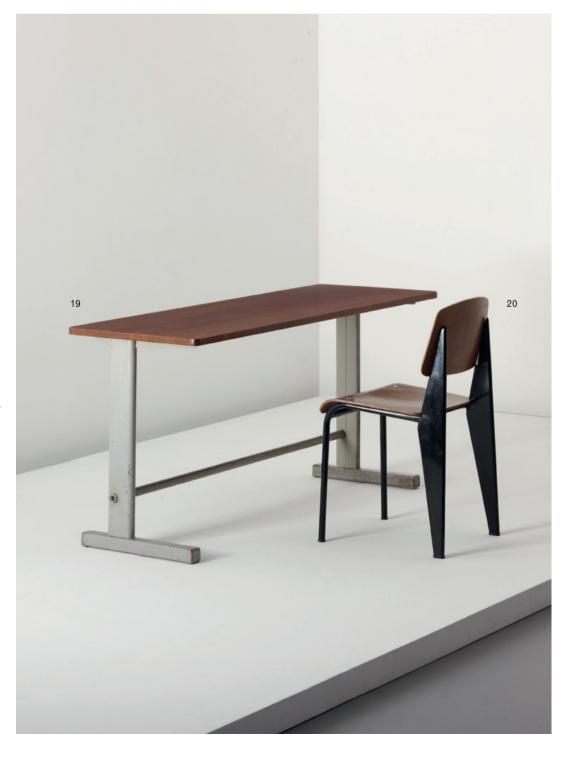
PROVENANCE Bourse Maritime, Paris, France LITERATURE Peter Sulzer, *Jean Prouvé: Œuvre Complète, Volume* 3: 1944-1954, Basel, 2005, pp. 232–33, fig. 1221.3; Galerie Patrick Seguin and Sonnabend Gallery, *Jean Prouvé*, Paris, 2007, pp. 404 and 412–13

#### **20 JEAN PROUVÉ** 1901–1984

'Metropole' chair, model no. 305, c. 1950
Painted bent and tubular steel, bent plywood. Manufactured by Les Ateliers Jean Prouvé, France.
81.5 cm (32 in) high

**Estimate** £4,000-6,000 \$6,200-9,300 €4,900-7,300

LITERATURE Anthony DeLorenzo, ed., Jean Prouvé | Serge Mouille, New York, 1985, p. 51; Galeries Jousse Seguin and Enrico Navarra, Jean Prouvé, Paris, 1998, p. 41; Peter Sulzer, Jean Prouvé: Œuvre Complète, Volume 3: 1944–1954, Basel, 2005, p. 208, figs. 1207.1,1-1207.2; Galerie Patrick Seguin and Sonnabend Gallery, Jean Prouvé, Paris, 2007, pp. 68, 234 and 266







#### 22 CHARLOTTE PERRIAND 1903–1999 and PIERRE JEANNERET 1896–1967

'Bahut' sideboard, c. 1948

Ash. Designed for l'Equipement de la Maison series and produced in Grenoble, France.

121  $\times$  246  $\times$  41 cm (47 5/8  $\times$  96 7/8  $\times$  16 1/8 in)

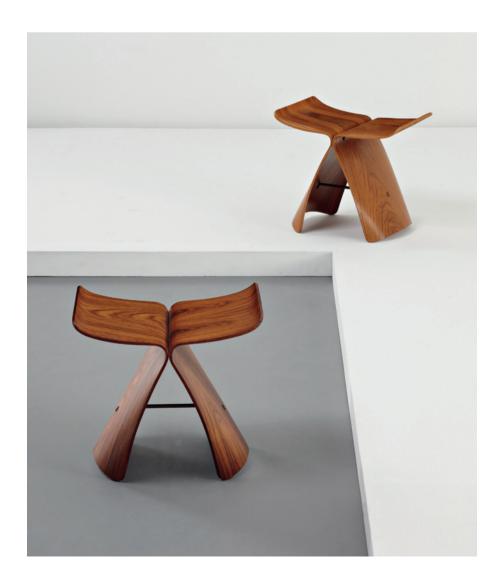
**Estimate** £15,000−20,000 \$23,300−31,000 €18,300−24,400

LITERATURE Mary McLeod, ed., *Charlotte Perriand: An Art of Living*, New York, 2003, p. 135; Marie Laure Jousset, *Charlotte Perriand*, exh. cat., Centre Pompidou, Paris, 2005, p. 111; Jacques Barsac, *Charlotte Perriand: Un Art d'Habiter*, Paris, 2005, p. 275 for a drawing and p. 277, fig. 4









#### 23 CHARLOTTE PERRIAND 1903–1999

Bench with drawer and side table, from Cité Cansado, Mauritania, Africa, 1958 Oak, plastic laminate-covered wood, oak-veneered wood, fabric.  $60\times260\times70~\text{cm}~(~23\,5/8\times102\,3/8\times27~1/2~\text{in})$ 

**Estimate** £12,000-16,000 \$18,600-24,800 €14,600-19,500

PROVENANCE Cité Cansado, Mauritania, Africa

#### 24 SORI YANAGI b. 1915

Two 'Butterfly' stools, designed 1956 Indian rosewood-veneered plywood, brass. Manufactured by Tendo Mokko, Japan. One stool with two 'Tendo' labels and incised with '2' and '63' (2). Each:  $38 \times 43 \times 31.5$  cm ( $15 \times 17 \times 12$  3/8 in)

**Estimate** £3,000-4,000 \$4,700-6,200  $\in$ 3,700-4,900

LITERATURE Kathryn Heisinger and George Marcus, *Design since 1945*, exh. cat., Philadelphia Museum of Art, 1983, pl. 16, pp. 52 and 137; Kathryn B. Hiesinger and Felice Fischer, *Japanese Design: A Survey Since 1950*, Philadelphia and New York, 1995, p. 64, fig. 27; Charlotte and Peter Fiell, *1000 Chairs*, Cologne, 1997, p. 327



# 26 **JEAN PROUVÉ** 1901–1984

'Cité' table, model no. 20, 1933–47 Painted bent and tubular steel, oak, bent aluminium. Manufactured by Les Ateliers Jean Prouvé, France.  $74 \times 100 \times 70$  cm (29 1/8  $\times$  39 3/8  $\times$  27 1/2 in)

#### **Estimate** £5,000-7,000 \$7,800-10,900 €6,100-8,500

LITERATURE Anthony Delorenzo, ed., Jean Prouvé | Serge Mouille, New York, 1985, p. 51; Galeries Jousse Seguin and Enrico Navarra, Jean Prouvé, Paris, 1998, p. 131 for a similar example; Peter Sulzer, Jean Prouvé: Œuvre Complète, Volume 1: 1917–1933, Basel, 2000, p. 204, fig. 258.2, p. 206 fig. 158.2,1; Peter Sulzer, Jean Prouvé: Œuvre Complète, Volume 2: 1934–1944, Basel, 2000, p. 39, fig. 283.2; Peter Sulzer, Jean Prouvé: Œuvre Complète, Volume 3: 1944–1954, Basel, 2005, p. 233, fig. 1221.2,1; Nils Peters, Jean Prouvé, Köln 2006, p. 20; Galerie Patrick Seguin and Sonnabend Gallery, Jean Prouvé, Paris, 2007, pp. 404, 410 and 412 for drawings





Reverse of room divider

# **27 LE CORBUSIER** 1887–1965

# and CHARLOTTE PERRIAND 1903–1999

Room divider, from la Maison du Brésil, Cité international universitaire de Paris, France, 1956–59

Oak, painted wood, moulded plastic, painted metal. Each drawer moulded with 'MODELE CHARLOTTE PERRIAND/BREVETE S.G.D.G'. 151  $\times$  178  $\times$  64 cm (59 1/4  $\times$  70  $\times$  28 1/2 in)

## **Estimate** £7,000-10,000 \$10,900-15,500 €8,500-12,200

PROVENANCE Maison du Brésil, Cité international universitaire de Paris, France LITERATURE Françoise Choay, 'Vous montre le Pavillon du Brésil que Le Corbusier vient d'achever à la Cité universitaire de Paris,' *L'Oeil*, September 1959, pp. 54–59; W. Boesiger, ed., *Le Corbusier et son atelier 35 rue de Sèvres, œuvre complète 1957–1965*, New York, 1990, pp. 192–99; Elisabeth Vedrenne, *Le Corbusier: Mémoire de Style*, Paris, 1998, pp. 66–67; 'Le Corbu à La Cité U.,' *L'Oeil*, no. 501, November 1998, pp. 70–75; Elisabeth Vedrenne, *Le Corbusier*, Paris, 1999, pp. 66–67; Jacques Barsac, *Charlotte Perriand—Un Art d'Habiter*, Paris, 2005, pp. 466–67 for drawings of the room and p. 468 for a similar example





# **28 LE CORBUSIER** 1887–1965

'Bibus' bookcases, from the Pavillon Suisse, Cité international universitaire de Paris, France, c. 1933

Blockboard, oak, plywood, painted blockboard. Comprising one standing bookcase and one wall-mounted bookcase (2).

Standing bookcase:  $120 \times 116.2 \times 25.4 \text{ cm} (47 \text{ 1/4} \times 45 \text{ 3/4} \times 10 \text{ in});$  wall-mounted bookcase:  $38.1 \times 115.6 \times 25.4 \text{ cm} (15 \times 45 \text{ 1/2} \times 10 \text{ in})$ 

**Estimate** £4,000-6,000 \$6,200-9,300 €4,900-7,300

PROVENANCE Pavillon Suisse, Cité international universitaire de Paris, France

# 29 LE CORBUSIER 1887–1965

Wall light, from la Maison du Brésil, Cité Universite de Paris, France, 1956–59
Painted steel, fluorescent tube, aluminium, plastic.
70 × 10 × 7.5 cm (27.1/2 × 4 × 2.1/8 in)

**Estimate** £3,000-5,000 \$4,700-7,800 €3,700-6,100

PROVENANCE La Maison du Brésil, Cité international universitaire de Paris, France



# **30 POUL KJÆRHOLM** 1929–1980

Lounge chair, model no. PK 0, designed 1952, executed 1997
Painted and laminated beech. Manufactured by Fritz Hansen, Denmark.
Number 301 from the edition of 600 plus eight prototypes. Underside with manufacturer's steel roundel 'PK0 · POUL KJAERHOLM MADE IN DENMARK/301/FRITZ HANSEN © /1872–1997'.
68 cm (26 3/4 in) high

**Estimate** £3,000-4,000 \$4,700-6,200  $\in$ 3,700-4,900

LITERATURE Charlotte and Peter Fiell, 1000 Chairs, Cologne, 1997, p. 299; Christoffer Harlang, Keld Helmer-Petersen and Krestine Kjærholm, Poul Kjærholm, Copenhagen, 1999, pp. 13 and 173 and p. 11 for a drawing; Michael Sheridan, The Furniture of Poul Kjærholm: Catalogue Raisonné, New York, 2007, pp. 36–39



Vase, c. 1980
Mixed stoneware, glaze combining to create an integral blue and pink spiral.
Impressed with artist's seal.
33.5 cm (13 1/8 in) high

**Estimate** £8,000-12,000 \$12,400-18,600 €9,800-14,600



**32 HARRY BERTOIA** 1915–1978

*'Bush' sculpture*, 1960s Patinated copper and bronze. 22 cm (8 5/8 in) high, 29 cm (11 3/8 in) diamete

**Estimate** £18,000-22,000 \$27,900-34,100  $\in$ 22,000-26,800  $\Omega$ 

PROVENANCE Private Collection, Pennsylvania, USA
LITERATURE Nancy N. Schiffer and Val O. Bertoia, *The World of Bertoia*, Atglen, 2003, pp. 106–22 for similar examples

**33 HARRY BERTOIA** 1915–1978

*Bush' sculpture*, c. 1965
Patinated copper and bronze.
21 cm (8 1/4 in) high, 19 cm (7 1/2 in) diameter

**Estimate** £10,000−15,000 \$15,500−23,300 €12,200−18,300  $\Omega$ 

PROVENANCE David and Mary Allison, New Jersey, USA
LITERATURE Nancy N. Schiffer and Val O. Bertoia, *The World of Bertoia*, Atglen, 2003, pp. 106–22 for similar examples





#### **34 LUCIE RIE** 1902–1995

Vase with flaring lip, c. 1980 Stoneware, glaze. Impressed with artist's seal. 25.4 cm (10 in) high



35 LUCIERIE 1902–1995

Bowl, c. 1980

Stoneware, pitted blue-green and golden glazes. Impressed with artist's seal. 21.2 cm (8 3/8 in) diameter

**Estimate** £4,000-6,000 \$6,200-9,300 €4,900-7,300

# **36 HANS BELLMANN** 1911–1990

Rare dining table and set of six chairs, c. 1955

Table: birch, painted tubular metal; each chair: chrome-plated tubular metal, fabric. Manufactured by Horgen-Glarus, Switzerland. Underside of one chair with paper label 'Möbelfabrik HORGEN-GLARUS in Glarus/HORGEN-GLARUS/SA. Fabrique du meubles HORGEN-GLARUS ä Glarus/AIEI' and underside of four chairs with paper label with PRODUIT SCHWEIZER FABRIKAT SUISSE' (7).

Table:  $73 \times 180 \times 85$  cm (28 1/4 ×  $70 \times 7/8 \times 33$  1/2 in); each chair: 75 cm (29 1/2 in) high

**Estimate** £12,000−18,000 \$18,600−27,900 €14,600−22,000

**LITERATURE** Arthur Rüegg, ed., *Swiss Furniture and Interiors in the 20th Century*, Basel, 2002, p. 141, fig. 21





# **37 PAAVO TYNELL** 1890–1973

Ceiling light, c. 1949
Brass, painted brass, perforated brass. Manufactured by Taito Oy, Finland.
124 cm (48 3/4 in) drop

**Estimate** £3,000-5,000 \$4,700-7,800 €3,700-6,100

LITERATURE Finland House, sales catalogue, n.p.





#### **38 OLE WANSCHER** 1903–1985

Writing desk, c. 1945

Rosewood-veneered wood, rosewood, leather, brass. Produced by cabinetmaker A. J. Iversen, Denmark.  $93.8\times105\times80.5\,\mathrm{cm}\,(36\,7/8\times41\,3/8\times31\,5/8\,\mathrm{in})$ 

**Estimate** £5,000-7,000 \$7,800-10,900 €6,100-8,500

**LITERATURE** A. J. Iversen sales catalogue, Copenhagen, 1960s, n.p.; Grete Jalk, *The Copenhagen Cabinetmakers Guild Exhibitions 1939-1947, Volume 2*, Copenhagen, 1987, pp. 296 and 297 for similar examples



#### **39 RUPERT SPIRA** b. 1960

Three lidded jars, c. 2000
Stoneware, 'Chun' blue glaze, of tapering cylindrical form.
Impressed with 'RS' seals (3).
Largest: 52.1 cm (20 1/2 in) high





41 PAAVO TYNELL 1890–1973
Important chandelier, c. 1950
Brass, frosted glass, fabric.
133 cm (52 3/8 in) drop, 68 cm (26 3/4 in) diameter

**Estimate** £4,000-6,000 \$6,200-9,300 €4,900-7,300

LITERATURE Finland House, sales catalogue, n.p. for a similar example



## **42 PAAVO TYNELL** 1890–1973

Standard lamp, c. 1954

Brass, painted brass, leather, painted metal. Manufactured by Taito Oy, Finland. 153 cm (60 1/4 in) high

**Estimate** £5,000-7,000 \$7,800-10,900 €6,100-8,500

**LITERATURE** Finland House, sales catalogue, n.p.; Tuula Poutasuo, *Paavo Tynell ja Taito Oy*, Helsinki, 2005, n.p.; Charlotte and Peter Fiell, eds, *1000 Lights, Vol. 1: 1879 to 1959*, Cologne, 2005, p. 398 for a similar desk lamp

























#### 43 MAN RAY, ECKART MUTHESIUS, J. FENEYROL

and EMIL LEITNER 1890–1976, 1874–1965, 1887–1953

Thirteen photographs depicting the Maharaja of Indore and his family, the Manik Bagh Palace, and a project for an Indian country residence on the shores of the Raj Pilia Tank, printed 1960s–1970s

Twelve gelatin silver prints and one colour coupler print. Comprising seven prints by Emil Leitner, three prints by Man Ray, one print by Eckart Muthesius and one print by J. Feneyrol (13).

Largest: 31.4  $\times$  24.8 cm (12 3/8  $\times$  9 3/4 in)

**Estimate** £2,000-3,000 \$3,100-4,700 €2,400-3,700

PROVENANCE Eckart Muthesius

LITERATURE Reto Niggl, *Eckart Muthesius 1930: The Maharaja's Palace in Indore, Architecture and Interior*, Stuttgart, 1996, pp. 28, 30–31, 38, 45–47, 57, 74 and 83

In 1930 the Maharaja of Indore hired architect Eckart Muthesius to design the Manik Bagh Palace (the name of which means 'Garden of Rubies'). Muthesius first met the Maharaja at Oxford and was only 24 when he was commissioned as architect of the palace. Constructed in the International Style, the building was composed of steel, stucco and glass. A truly modern creation, it featured the first air conditioning system in India. Muthesius was also responsible for the interior, incorporating his own furnishings, as well as those by the most prominent modern designers including Le Corbusier, Marcel Breuer and Hans Luckardt. He embraced a minimalist aesthetic, and the ballroom, featuring a wooden floor and mirrored walls, was a favourite of the Maharaja who had a passion for jazz – in fact, Man Ray spent an entire evening in Cannes with the Maharaja and his wife listening and dancing to jazz. Throughout his palace, the Maharaja adopted the Art Deco style and associated himself with prominent Western artists. In 1956, the year of his death, the palace was transformed into an office building and the interior furnishings were auctioned off in 1980.





**44 ANDRÉ SORNAY** 1902–2000

Stool, 1930s Mahogany, fabric. 50 cm (197/8 in) high

Estimate £3,000-5,000 \$4,700-7,800 €3,700-6,100

LITERATURE Thierry Roche, André Sornay: 1920–2002, Paris, 2002, n.p.



## 45 MARCEL LOUIS BAUGNIET 1896-1995

Unique folding bar trolley, 1938

Pear wood, painted wood, brushed sheet steel, tubular steel.  $89 \times 100 \times 25$  cm ( $35 \times 35$  5/8  $\times$  9 7/8 in) fully extended

**Estimate** £3,000-4,000 \$4,700-6,200  $\in$ 3,700-4,900



## **46 PAAVO TYNELL** 1890–1973

Desk lamp, c. 1949 Brass, wood. 43 cm (17 in) high

**Estimate** £2,000-3,000 \$3,100-4,700 €2,400-3,700

LITERATURE Charlotte and Peter Fiell, eds., 1000 Lights, Vol. 1: 1879 to 1959, Cologne, 2005, pp. 398–99 for similar examples; Charlotte and Peter Fiell, Scandinavian Design, Cologne, 2005, p. 627 for a similar example; Päivi Ahdeoja, Lasi & Metalli, exh. cat, Taidemuseo Maratta Wendelin, Tuusula, 2008, p. 20



# 47 MARC DU PLANTIER 1901–1975

Desk and sideboard, 1960s

Plastic laminate-covered wood, wood, copper-plated brass (2). Desk:  $80 \times 148 \times 78$  cm (31 1/2  $\times$  58 1/4  $\times$  30 3/4 in); sideboard:  $82.5 \times 185.5 \times 47$  cm (32 1/2  $\times$  73  $\times$  18 1/2 in)

Estimate £15,000-20,000 \$23,300-31,000 €18,300-24,400

PROVENANCE Galerie du Passage, Paris, France



of the chairs; Otakar Máčel, 2100 Metal Tubular Chairs, Rotterdam, 2006, p. 121 for a

Marcel Baugniet began his career as a painter and designer in 1918 in Brussels. From 1922, he was a member of the Constructivist-oriented artists' group 7 Arts. Starting in the mid-1920s, Baugniet developed metal furniture that was sold between 1926 and 1928

through his interior decoration business in Brussels.

similar example of the chairs





# **49 ALVAR AALTO** 1898–1976

Low-backed cantilever armchair, from Paimio Sanatorium, Paimio, Finland, c. 1932
Bent laminated birch, moulded birch-veneered plywood. Manufactured by Finmar, Finland. Underside stencilled with 'IV'.
74 cm (29 1/8 in) high

**Estimate** £12,000−18,000 \$18,600−27,900 €14,600−22,000

PROVENANCE Paimio Sanatorium, Paimio, Finland

LITERATURE Pirkko Tuukkanen, ed., Alvar Aalto Designer, Vammala, 2002, pp. 70 and 74



## **51 MARCEL BREUER** 1902–1981

Chair, model no. WB 301, c. 1934

Bent aluminium, painted plywood. Manufactured by Embru-Werke AG, Switzerland, for Stylclair, France. Stretcher impressed with '58 301' and metal label with 'MEUB ES STYLCLAIR/LYON PARIS'. 74 cm (29 1/8 in) high

**Estimate** £5,000-7,000 \$7,800-10,900 €6,100-8,500

**LITERATURE** Charlotte and Peter Fiell, *1000 Chairs*, Cologne, 1997, p. 224; Alexander von Vegesack and Matthias Remmele, *Marcel Breuer Design and Architecture*, Weil am Rhein, 2003, pp. 110 and 136



#### **52 GINO SARFATTI** 1912–1985

Ceiling light, model no. 2110, c. 1958
Painted aluminium, plastic. Manufactured by Arteluce, Italy. Interior of shade with decal 'AL/MILANO ARTELUCE'.
110 cm (43 3/8 in) drop, 68 cm (26 3/4 in) diameter

**Estimate** £4,000-6,000 \$6,200-9,300 €4,900-7,300

LITERATURE Arteluce sales catalogue, Milan, 1971, n.p.





## **53 PIETRO CHIESA** 1892–1948

Standard lamp, 1930s Brass, glass. Manufactured by Fontana Arte, Italy. 194 cm (765/8 in) high

**Estimate** £5,000-7,000 \$7,800-10,900 €6,100-8,500

**LITERATURE** Roberto Aloi, *L' arredamento moderno*, Milan, 1952, p. 206 for similar examples



54 ANGELO LELLI

198 cm (78 in) high

#### 55 **LUIGI CACCIA DOMINIONI** b. 1913

Rare 'Sasso' standard lamp, designed 1948
Brass, painted brass, tubular steel, stone. Manufactured by Azucena, Italy.
182 cm (715/8 in) high

Estimate £15,000-20,000 \$23,300-31,000 €18,300-24,400 ♠

LITERATURE Roberto Aloi, *L'arredamento moderno*, Milan, 1949, p. 642; Roberto Aloi, *L'arredamento moderno*, Milan, 1952, p. 188; Maria Antonietta Crippa, *Luigi Caccia Dominioni. Flussi, spazi e architettura*, Turin, 1996, p. 87, fig. 1 and 2; Alberto Bassi, *Italian Lighting Design*, 1945–2000, Milan, 2004, p. 52; *Anni Cinquanta: La nascita della creatività italiana*, exh. cat., Palazzo Reale, Milan, 2005, n.p. figs.



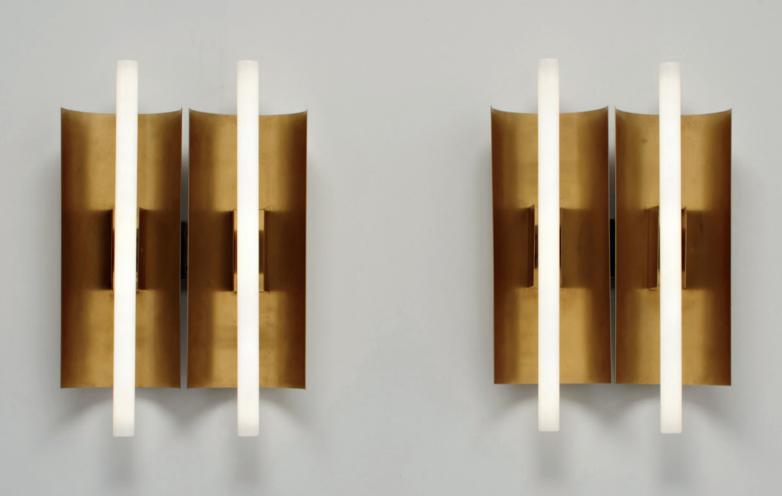
# **56 GIO PONTI** 1891–1979

Pair of wall lights, 1960s

Brass. Manufactured by Candle, Italy. Back of one with paper label 'Gio Ponti Archives 10033/1' and the back of the other with paper label 'Gio Ponti Archives 10033/2'. Together with a certificate of authenticity from the Gio Ponti Archives (2). Each:  $50 \times 32 \times 10$  cm (19  $5/8 \times 12$   $1/2 \times 3$  7/8 in)

**Estimate** £3,000-4,000 \$4,700-6,200 €3,700-4,900

LITERATURE Ugo La Pietra, ed., Gio Ponti, New York, 2009, p. 372, fig. 768





## **57 GINO SARFATTI** 1912–1985

Table lamp, model no. 595, c. 1961

Painted metal, chrome-plated metal. Manufactured by Arteluce, Italy. Rim of shade with decal 'AL/MILANO/ARTELUCE'.
71 cm (28 in) high, fully extended

**Estimate** £2,000-3,000 \$3,100-4,700 €2,400-3,700



**58 GIO PONTI** 1891–1979 'Sole' ceiling light, 1950s

Brass, acrylic. Manufactured by Arredoluce, Italy. Back with paper label 'Gio Ponti Archives 09022/000'. Together with a certificate of authenticity from the Gio Ponti Archives.

9 cm (3 1/2 in) high, 73 cm (28 3/4 in) diameter

**Estimate** £2,500-3,500 \$3,900-5,400 €3,100-4,300



## **59 MAXINGRAND** 1908–1969

Pair of wall lights, model no. 2093, c. 1955 Clear and partially frosted glass, nickel-plated metal. Manufactured by Fontana Arte, Italy (2).

Each:  $21 \times 10.5 \times 15$  cm (8 1/4 × 4 1/8 × 6 in)

Estimate £4,000-6,000 \$6,200-9,300 €4,900-7,300



60 OSVALDO BORSANI and ARNALDO POMODORO 1911–1985, b. 1926
Wall-mounted bookcase and cabinet, model no. 722, c. 1966
Teak, rosewood, painted steel, cast bronze, glass.
302.3 × 212.1 × 48.9 cm (119 1/4 × 83 1/2 × 19 1/4 in)



61 FONTANA ARTE

Occasional table, 1950s

Painted and foiled glass, brass, painted metal. Manufactured by Fontana Arte, Italy.  $38 \times 61 \times 42.5 \text{ cm} (15 \times 24 \times 163/4 \text{ in})$ 

**Estimate** £2,800-3,500 \$4,300-5,400 €3,400-4,300



**GIO PONTI** 1891–1971 *Writing cabinet*, 1960s

Teak, oak, glass, vinyl, brass. Together with a certificate of authenticity from the Gio Ponti Archives.  $80 \times 167 \times 48$  cm (31 1/2 × 65 3/4 × 18 7/8 in)

**Estimate** £5,000-7,000 \$7,800-10,900 €6,100-8,500





# 63 ANGELO LELLI

Chandelier, 1950s

Tubular brass, painted metal, acrylic. Manufactured by Arredoluce, Italy.  $107\,\mathrm{cm}$  (42 1/8 in) drop, 66 cm (26 in) diameter



# **64 GIO PONTI** 1891–1971

Pair of wall lights, model no. 12661, c. 1957 Brass, painted metal. Manufactured by Arredoluce, Italy. Back of each with paper label 'MADE IN ITALY/ARREDOLUCE MONZA' (2). Each:  $31.8 \times 40 \times 12.7$  cm ( $121/2 \times 153/4 \times 5$  in)

# **Estimate** £8,000-12,000 \$12,400-18,600 $\in$ 9,800-14,600

LITERATURE 'Rich Ticket Office', *Forum*, March 1959, p. 119; Lisa Licitra Ponti, *Gio Ponti: The Complete Work, 1923–1978*, Cambridge, 1990, pp. 178 and 217; Alberto Bassi, 'Arredoluce: Quando Milano era la luce: Sottsass, Vigo, Castiglioni, Ponti', *Casabella*, September 2002, p. 83; Michele Porcu and Attilio Stocchi, *Gio Ponti: tre ville inventate: Planchart, Arreaza, Nemazee*, Milan, 2003, pp. 97–98; Laura Falconi, *Gio Ponti: Interni, Oggetti, Disegni 1920–1976*, Milan, 2004, p. 248; *Gio Ponti, oggetti di design 1925–1970*, exh. cat., Galleria Babuino Novecento, Rome, 2007, p. 67; Bernd Polster, Claudia Neumann and Markus Schüler, et al., *AZ Design*, Milan, 2008, p. 404, fig. 5



# 65 LEONARDO FIORI b. 1926

Dining table, c. 1949
Walnut, glass, brass.
79.6 × 164.8 × 81.2 cm (31 5/8 × 64 7/8 × 32 in)

Estimate £6,000-8,000 \$9,300-12,400 €7,300-9,800 ♠

LITERATURE Ninth Triennale di Milano, exh. cat., Milan, 1951, p. 414; Ambienti Arredati alla 9a Triennale di Milano, Milan, 1954, p. 14; Roberto Aloi, L' arredamento moderno, Milan, 1952, p. 10, fig. 376

A version of this work was exhibited at the Ninth Triennale, Milan, Italy



66 MAXINGRAND 1908–1969

Pair of chandeliers, model no. 2088, 1960s

Clear and partially frosted glass, nickel-plated brass, nickel-plated tubular brass. Manufactured by Fontana Arte, Italy (2).

Each: 64 cm (25 1/4 in) drop, 65 cm (25 1/2 in) diameter

**Estimate** £25,000-30,000 \$38,800-46,500 €30,500-36,600

LITERATURE Fontana Arte sales catalogue, Italy, 1960s, p. 19



Mirror, 1970s

Mirrored glass, cast aluminium.

73.5 cm (28 7/8 in) diameter, 4.5 cm (1 3/4 in) deep

**Estimate** £2,000-3,000 \$3,100-4,700 €2,400-3,700 ♠





# 69 MARIA PERGAY b. 1930

'Pliée' low table, c. 1968 Stainless steel, wood. Produced by Design Steel, France.  $39.9\times102.1\times39.9$  cm (15 3/4  $\times$  40 1/8  $\times$  40 in)

Estimate £10,000-15,000 \$15,500-23,300 €12,200-18,300 ♠

LITERATURE Design Steel catalogue, Paris, 1970s, ref. no. 018b; Suzanne Demisch, Maria Pergay: Between Ideas and Design, Verona, 2006, p. 32 for a similar example



# 70 MARIA PERGAY b. 1930

Dinette table, c. 1970

Brushed and polished stainless steel, smoked glass. Produced by Design Steel, France.

72.1 cm (28 3/8 in) high, 130.2 cm (51 1/4 in) diameter

Estimate £15,000-20,000 \$23,300-31,000 €18,300-24,400 ♠

PROVENANCE Marc Pergay, France

LITERATURE Design Steel catalogue, Paris, 1970s, ref. no. 023; Suzanne Demisch,

Maria Pergay, Between Ideas and Design, Verona, 2006, pp. 54 and 144

### 71 MARIA PERGAY b. 1930

Banquette, c. 1968 Brushed steel, suede. Produced by Design Steel, France.  $38 \times 300 \times 100$  cm ( $15 \times 118 \times 39$  3/8 in)

### Estimate £60,000-80,000 \$93,000-124,000 €73,200-97,600 ♠

LITERATURE Design Steel catalogue, Paris, 1970s, ref. no. 004; Suzanne Demisch, Maria Pergay: Between Ideas and Design, Verona, 2006, p. 30

In May 1968, Parisian decorator Jean Dive opened a now-famous exhibition at Galerie Maison et Jardin, a design showroom on Boulevard Saint-Germain. In keeping with his firm's predilections, Dive ranged around the room symbols of patrician taste: Louis XIII chairs, tapestries, Old Masters raised in gilt frames.<sup>1</sup> But the spirit of the times demanded more than wealthy wood. On 13 May, the day Dive's exhibition opened, the trade unions called a general strike – one million citizens marched on Paris. The perpetrators of *mai* 68, a watershed month of student and worker protests, agitated for change. Not so far away, in the rarefied precincts of the gallery, Dive staged his own revolt: he dressed the walls in baize and threw a zebra skin on the floor. Most radical of all, he let Maria Pergay in the room. Under the paintings and the potted palms, he debuted her first collection of stainless steel furniture, including her 'Flying Carpet' daybed, 'Wave Desk' and an example of her 'Pliée Table' (Lot 69), among other works — "a great liberty of composition," crowed *Plaisir de France*. A Russian émigré known for making accessories in silver. Pergay had turned in 1967 to larger, bolder works in stainless steel, a humbler material. "Copper is too fragile, aluminium too light, gold too symbolic, silver too weak, bronze is out of fashion, and platinum inaccessible  $\ldots$  Steel resists and is unforgiving  $\ldots$ Nothing is more beautiful than steel." Despite clamour in the street, the exhibition rang clearly. Even the popular weekly L'Express found time to mention it despite more pressing events, although they equivocated: "We are only beginning to understand stainless steel...". But Pergay understood. The hard-edged loop of her 'Student's Desk', aptly named, struck a high note above an antique ottoman. The metaphor was clear - Old Masters benefit from the vitality of youth.

<sup>1</sup> All citations: Suzanne Demisch, *Maria Pergay: Between Ideas and Design*, Demisch Danant, New York, 2006















## **74 MAURICE CALKA** 1921–1999

'Boomerang' desk and chair, c. 1970

Desk: fibreglass, chrome-plated metal; chair: fibreglass, chrome-plated metal, leather. Produced by Leleu-Deshays, France. Interior foot well of desk moulded with 'CREATION M. CALKA/EDITION LELEU DESHAYS' (2).

Desk:  $74 \times 185 \times 101$  cm (29 1/8 × 72 7/8 × 39 3/4 in); chair: 92.8 cm (36 1/2 in) high

### $\textbf{Estimate} \ \, \pounds 30,000-40,000 \quad \$46,500-62,000 \quad \& 36,600-48,800 \quad \dagger$

LITERATURE Philippe Decelle, Diane Hennebert and Pierre Loze, L' Utopie du tout plastique, Brussels, 1994, p. 78; Viviane Jutheau, Jules et Andre Leleu, Paris, 1996, p. 164 for the desk; Yvonne Brunhammer and Marie-Laure Perrin, Le mobilier Francais 1960–1998, Paris, 1998, p. 135; Pierre Kjellberg, Le mobilier du XXè siècle, Paris, 2000, p. 110

*'Linea' standard lamp, model no. 14031*, c. 1969 Chrome-plated metal, painted metal. Manufactured by Arredoluce, Italy. 185 cm (72 7/8 in) high

**Estimate** £6,000-8,000 \$9,300-12,400 €7,300-9,800 ♠

LITERATURE Giuliana Gramigna, *Repertorio 1950/1980*, Milan, 1985, p. 303; Fulvio and Napoleone Ferrari, *Light: Lamp 1968–1973: The New Italian Design*, Turin, 2002, fig. 49





## 76 PHILIPPE BARBIER

Low table, c. 1959

Agate, resin, painted brass, brass. Underside incised with 'ph.b'.  $37 \times 99.5 \times 50$  cm (  $14\ 1/2 \times 39\ 1/8 \times 19\ 5/8$  in)

**Estimate** £5,000-7,000 \$7,800-10,900 €6,100-8,500

LITERATURE Maison & Jardin, September-October 1959, n.p





François-Xavier Lalanne, preparatory drawing for 'Le Serpent' carpet, graphite and gouache, c. 1975 © ADAGP, Paris and DACS, London 2010

### 78 FRANÇOIS-XAVIER LALANNE 1927–2008

Unique 'Le Serpent' carpet, 1979

Wool. Produced by L'Atelier Joliet Lapassade, France. Underside with hand-written canvas label '"Le Serpent."/piece unique. 1979/ATELIER-JOLIET.LAPASSADE/-PARIS-/F.Lalanne'. 700 cm (275 1/2 in) long

**Estimate** £80,000-100,000 \$124,000-155,000 €97,600-122,000

PROVENANCE Francine Crescent and Massimo Gargia, Paris, France; Cornette de Saint Cyr, Contemporary Art, Furniture and Works of Art, Massimo Gargia Collection, Paris, France, 8 November 2004. Lot 32

**EXHIBITED** Design Contre Design, Galeries nationales du Grand Palais, Paris, 26 September 2007–7 January 2008

LITERATURE Design Contre Design, exh. cat., Galeries nationales du Grand Palais, Paris, 2007, illustrated p. 283; Daniel Abadie, Lalanne(s), Paris, 2008, p. 248 for a preparatory drawing

On cold winter days, François-Xavier Lalanne patrolled the Louvre like so many young artists before him, although he did so literally. Hired as a museum guard in December 1949. Lalanne watched over antiquities like the Venus de Milo and the Apis Bull, an Egyptian limestone sculpture from the 4th century B.C. "On Tuesdays, when the museum was closed, I couldn't  $\,$ help myself, I just had to saddle up on the statue of the bull Apis" (William Grimes, New York Times, 13 December 2008). An earthly representation of the fertility god Ptah, the bull wears between its horns the *uraeus*, a sacred cobra in strike position. Stylized and austere, Apis was indeed a fertile influence on Lalanne, whose own hieratic sculptures stand sentinel down the long passage of his career. In subsequent years, Lalanne fathered a menagerie of fantastic animals, many of them metamorphic like the Egyptian gods – the sides of his famous 'Rhinocrétaire' (1964) open to reveal a writing desk, while 'Lapin Polymorphe' (1969) sprouts rabbit ears, hooves, wings and a fish tail. A later work, a bronze door handle from 1993, takes the form of a coiled snake – the uraeus. Don't touch, don't enter, it seems to suggest, but Lalanne is never that unfriendly. "Everyone can recognize animals," he said with characteristic generosity. "You don't have to explain what they are or mean" (ibid.).

In the mid-1970s, Lalanne drew a preparatory gouache for a polychrome carpet in the form of a serpent *glissant*. The present carpet was produced in 1979 by l'Atelier Joliet Lapassade for Francine Crescent, editor in chief of *Vogue Paris* from 1968 to 1987. During her influential tenure at the magazine, Crescent championed the work of seminal fashion photographers Helmut Newton and Guy Bourdin, whose provocations – sex, landscapes – injected feral energy into the magazine. Not content to pitch products, Crescent fostered daring editorial images in service to complex visual narratives. Her attraction to Lalanne, an equally fecund artist, is understandable. His carpets, doors, and desks are never just fixtures in the room – they glide, strike and stamp over uncommon ground.













## 79 ANDREABRANZI b. 1938

Bench, 2008

Painted MDF, natural birch, truncated logs. Produced for Galleria Clio Calvi Rudy Volpi, Italy. From the 'Domestic Animals' series. Number one from the edition of eight. Underside signed in marker with 'Andrea Branzi 1 / 8'.  $88 \times 180 \times 60$  cm ( $345/8 \times 707/8 \times 235/8$  in)

## Estimate £8,000-12,000 \$12,400-18,600 €9,800-14,600 ♠

**EXHIBITED** Open Enclosures, Cartier Foundation for Contemporary Art, Paris, 28 March–22 June 2008; Grand Hornu, Brussels, 5 October 2008–1 February 2009 **LITERATURE** Andrea Branzi, *Domestic Animals: The Neoprimitive Style*, London, 1987, pp. 24–25 and 28–29 for a similar example



## 80 MAARTEN BAAS b. 1978

'Smoke VNU' dining table, 2007

Charred wood, clear epoxy resin, painted metal. Produced by Baas & den Herder studio, The Netherlands. Number one from the edition of five. One edge of table with inset metal lettering 'BAAS' and underside signed in marker with 'Smoke VNU table 1 / 5 Maarten august 07'.

76 × 245.5 × 98.8 cm (29 7/8 × 96 5/8 × 38 7/8 in)

#### Estimate £15,000-20,000 \$23,300-31,000 €18,300-24,400 ♠

**LITERATURE** Tom Dixon, et al, eds, &Fork, London, 2007, p. 28, fig. 6 for a similar example

Where there's 'Smoke', there was combusted acetylene. Among the hottest burning gasses, it achieves temperatures of 3000°  $centigrade-a\ purifying\ flame.\ Dutch\ designer\ Maarten\ Baas\ first$ played with fire at Design Academy Eindhoven, from which he graduated in 2003. Since then he's put to the torch one famous stick of furniture after another: Rietveld chairs, Eames screens, and Noguchi tables, among others. As Prometheus challenged Zeus, Baas challenges the gods of design: he steals their fire, levelling the 20th century's most individual works through common crucible and charred patinas. Convention withers in the heat, property values too. Rather than let emblematic embers burn, he coats those works with epoxy resin and polyurethane lacquer. Tables are stabilized; chairs re-upholstered; new value accrues (even Prometheus, chained to his rock, suffered fame). The appropriation of iconic works continues in collaboration with Moss, a New York design gallery. Thankfully, fire sustains a chain reaction; Baas burns other less famous furnishings too: nameless chests, armchairs and tables, as with the present lot. The attention shifts from provocation to process and patina, where it belongs. Scorched surfaces, rife with fissures, offer rich landscapes of texture. Beyond superficial considerations, Baas' outlandish act – burning wealthy wood – reminds us of a fundamental truth: ashes to ashes.





# 81 MAGDALENE ODUNDO b. 1950

Untitled pot, 1982

Carbonised and burnished earthenware. Incised with 'ODUNDO 10/82'.  $25\,\mathrm{cm}$  (9 7/8 in) high

Estimate £4,000-6,000 \$6,200-9,300 €4,900-7,300 ♠

PROVENANCE Clifford St Gallery, London





Photo Jason Evans

# 82 ANTHONY DUNNE and FIONA RABY in collaboration with MICHAEL ANASTASSIADES

b. 1964, b. 1963, b. 1967

'Hide Away Furniture, Type 01', 2005

Laminated English oak, felt. From an edition of three. From the 'Designs for Fragile Personalities in Anxious Times' series.

Chair: 90.2 cm (35 1/2 in) high; flooring:  $3.8 \times 295 \times 202$  cm (1 1/2 × 116 1/8 × 79 1/2 in)

Estimate £10,000-15,000 \$15,500-23,300 €12,200-18,300 ♠ †

LITERATURE Paola Antonelli, *Safe: Design Takes on Risk*, exh. cat., The Museum of Modern Art, New York, 2005, p. 72 for a similar example; *Icon Magazine*, April 2005, no. 22, p. 77, fig. 5

This series is made for people who are afraid of being abducted. The 'Hideaway Chair' aims to blend in with the floor so it is undetectable and opens in such a way as to not disturb items which have been set upon it. Once inside the chair, the user takes a specified body position designed to make the user feel comfortable, proud, and above all, in control. The interior is lined with felt so sounds from the inside are muffled.



# 1:1-ARCHITECTS BUILD SMALL SPACES

Using the landscape of the Museum as a test site, the V&A invited nineteen leading international architects to submit proposals for structures that examine notions of refuge and retreat. From these nineteen concept submissions, seven were selected for construction at full-scale, to be experienced and enjoyed by the public as part of the V&A's 1:1—Architects Build Small Spaces exhibition. Exploring themes such as play, work, contemplation and performance, these projects promoted an attitude to architecture where to 'dwell' means something more than simply to find shelter. Three of these structures are now being offered for auction through Phillips de Pury, with the proceeds of the sale being shared between the architect and the V&A.

Abraham Thomas, Curator of Designs, Victoria and Albert Museum, London

Abraham Thomas will be giving a talk on the project at Phillips de Pury & Company, Howick Place, at 10am on Friday 24 September 2010





#### 83 TERUNOBU FUJIMORI b. 1946

'Beetle's House', 2010

Charred pine board, lime plaster, plywood, charcoal, oak, glass, iron, kettle, porcelain tea set, bike ornament, signed framed photograph, stool, tripod, wood and metal ladder, electrics, ceiling light, potted plants. For the 1:1–Architects Build Small Spaces exhibition, Victoria and Albert Museum, London.  $467\times240\times153~{\rm cm}~(183~7/8\times94~1/2\times60~1/4~in)$ 

# $\textbf{Estimate} \ \, \pounds 10,000-15,000 \quad \$15,500-23,300 \quad \& 12,200-18,300 \quad \dagger$

**EXHIBITED** 1:1—Architects Build Small Spaces, Victoria and Albert Museum, London, 15 June—30 August 2010

LITERATURE Abraham Thomas, 1:1-Architects Build Small Spaces, exh. cat., Victoria and Albert Museum, London, 2010, pp. 2, 24 and 25

The charred pine exterior of this elevated teahouse resembles the tough, blackened shell of a beetle. It expresses an avant-garde attitude to architecture that somehow aspires to a primitive state. The dramatic process of burning the timber panels provides a textured and tactile surface – an extreme materiality. It also preserves the wood and extends the lifetime of the building. Fujimori sees the structure as a site for a quintessentially 'English' version of the traditional Japanese tea ceremony. Teahouses often act like pieces of clothing. They are compact spaces that wrap around us like extensions of our bodies. Visitors enter the structure by climbing a ladder barefoot and squeezing through a narrow hatch – a profoundly physical process that momentarily distracts us from our surroundings. Many of Fujimori's teahouses are designed to re-configure our views of the surrounding landscape.

Abraham Thomas, Curator of Designs, Victoria and Albert Museum, London









### 84 HELEN & HARD ARCHITECTS

'Ratatosk', 2010

Five split ash trees, hand-woven willow canopy, wood shavings, rubber. Inside of trees carved with 'Ratatosk is the squirrel named, who has run in Yggdrasil's ash; he from above the eagle's words must carry, and beneath the Nidhögg repeat'. For the 1:1–Architects Build Small Spaces exhibition, Victoria and Albert Museum, London.

 $480 \times 630 \times 248.5 \text{ cm} (189 \times 248 \times 97 \text{ 7/8 in})$ 

Estimate £10,000-15,000 \$15,500-23,300 €12,200-18,300 ♠†

**EXHIBITED** 1:1-Architects Build Small Spaces, Victoria and Albert Museum, London, 15 June-30 August 2010

LITERATURE Abraham Thomas, 1:1—Architects Build Small Spaces, exh. cat., Victoria and Albert Museum, London, 2010, pp. 3, 26 and 27

Recalling the tradition of the British 18th-century garden folly, this climbing structure reawakens our memories of childhood play and exploration. 'Ratatosk' is an Old Norse word which means 'drilltooth'. It refers to an ancient squirrel from Norse mythology that lived in a giant ash tree standing at the centre of the cosmos. The architects have split five ash trees lengthways and planted them face to face, thus allowing visitors to step into the 'interior space' of the trees. Crowning the structure is a hand-woven willow canopy which hangs over a soft play-surface of wood shavings. The architects selected these trees from a forest in Norway and put them through a complex 3-D scanning and modelling process. Using these digital 'maps', they then carved precise sections from the trees using a CNC router – a milling machine commonly used in contemporary furniture manufacture.  $\label{prop:linear} \mbox{Highlighting the contrast between the organic textures of the } \mbox{raw}$ bark and the smooth, burnished quality of the interior surfaces, this project celebrates the delicate balance that can exist between craft and digital fabrication.

Abraham Thomas, Curator of Designs, Victoria and Albert Museum, London



#### 85 RURAL STUDIO

'Woodshed', 2010

Charred wood thinnings, metal rods, wall lights. For the 1:1–Architects Build Small Spaces exhibition, Victoria and Albert Museum, London.  $483.7 \times 744.8 \times 230.5 \text{ cm} (190.7/8 \times 293.1/4 \times 90.3/4 \text{ in})$ 

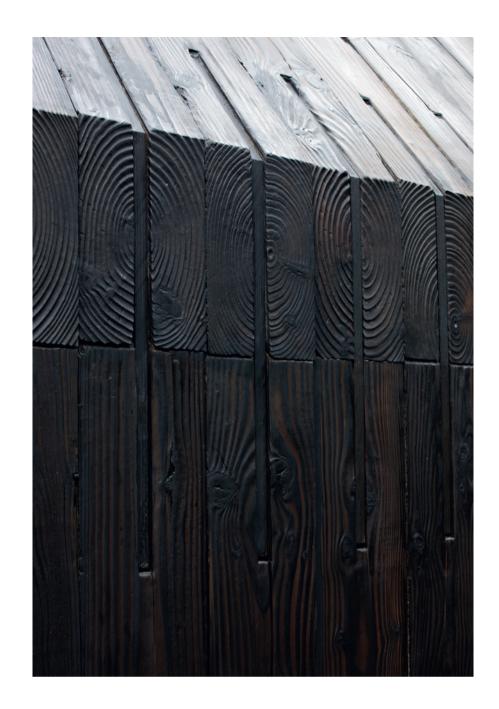
#### **Estimate** £10,000-15,000 \$15,500-23,300 €12,200-18,300 †

**EXHIBITED** 1:1-Architects Build Small Spaces, Victoria and Albert Museum, London, 15 June-30 August 2010

LITERATURE Abraham Thomas, 1:1—Architects Build Small Spaces, exh. cat., Victoria and Albert Museum, London, 2010, pp. 5, 34 and 35

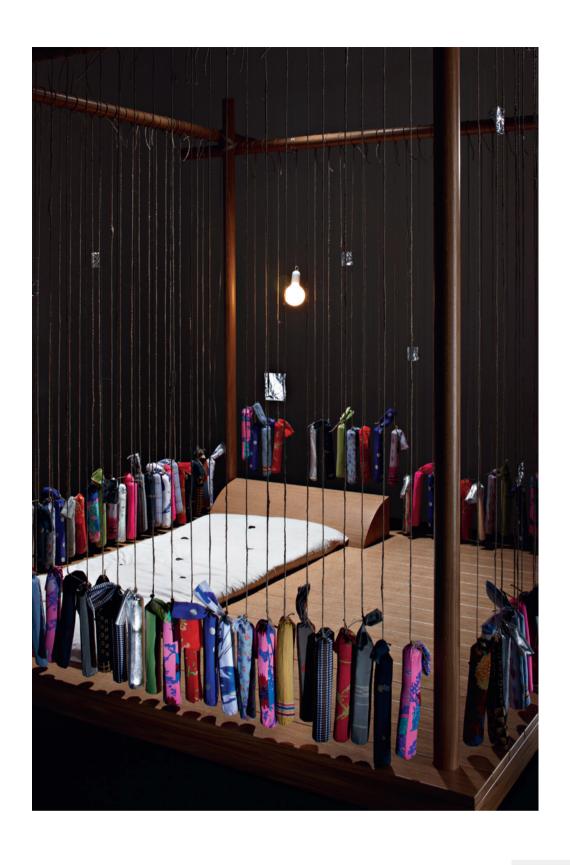
Rural Studio is an architectural education programme dedicated to building affordable housing for poor rural communities in Western Alabama. For 17 years, its mission has been to reinforce the pride of place and spirit that still exists in these fragile societies. As part of Auburn University, it also offers practical design and building experience for architecture students. The 'Woodshed' is a noble, utilitarian structure constructed using forest 'thinnings'  $% \left( 1\right) =\left( 1\right) \left( 1\right)$ sourced from Wales. Thinning is a forest management practice in which small, constricted trees are removed to allow others to thrive. Costing as little as £2 per metric tonne, thinnings provide a plentiful, renewable, affordable – and under utilised – source of construction material. The word 'woodshed' is also a verb. It is an improvisation term used in jazz music meaning to improve one's technical ability through focus, diligence and repetition a sentiment echoed in the modular, extendible nature of Rural Studio's 'Woodshed'.

Abraham Thomas, Curator of Designs, Victoria and Albert Museum, London











'Architettura Romantica' bed, 2004  ${\sf Oak, laminated\ oak, fabric, foam, cord, futon, light\ fitting\ and\ bulb.\ Produced\ by}$ Galleria Clio Calvi Rudy Volpi, Italy. Number three from the edition of eight.  $248\times200\times200~cm~(97.5/8\times78.3/4\times78.3/4~in)$ 

Estimate £15,000-20,000 \$23,300-31,000 €18,300-24,400

**EXHIBITED** 10 Anni Con Ettore, Palazzo Crivelli, Milan, 2009







87 SHIRO KURAMATA 1934–1991
'How High the Moon' sofa, c. 1986
Nickel-plated steel mesh, nickel-plated steel. Manufactured by Ishimaru Co.
Ltd., for Idée, Japan. Number three from the edition of 30. Together with a certificate of authenticity from Meiko Kuramata.
70 × 149.5 × 82 cm (27 1/2 × 58 7/8 × 32 1/4 in)

Estimate £40,000-60,000 \$62,000-93,000 €48,800-73,200 †

LITERATURE Kathryn B. Hiesinger and Felice Fischer, *Japanese Design: A Survey Since 1950*, Philadelphia and New York, 1995, p. 163, no. 186 for an example of the chair; *Shiro Kuramata 1934–1991*, exh. cat., Hara Museum of Contemporary Art, Tokyo, 1996, pp. 56–57, fig. 15 and p. 181, fig. 7 for examples of the chair



# 88 EDMUND DE WAAL b. 1964

Tall lidded vessel, 1996 Porcelain, celadon glaze over impressed designs in the body. 50.2 cm (19 3/4 in) high

Estimate £2,000-3,000 \$3,100-4,700 €2,400-3,700 ♠

**LITERATURE** Edmund de Waal at Kettle's Yard, mima and elsewhere, exh. cat., Kettle's Yard, Cambridge and Middlesbrough Institute of Modern Art, Middlesbrough, 2007, for similar examples throughout

# 89 BARBER OSGERBY

EDWARD BARBER and JAY OSGERBY b. 1969, b. 1969

'Zero-In' coffee table, 2005

Mirror-polished aluminium, glass. Produced by Established & Sons, UK. Number 11 from the edition of 12. 41.5  $\times$  119.4  $\times$  119.4 cm (16 3/8  $\times$  47  $\times$  47 in)

Estimate £20,000-30,000 \$31,000-46,500 €24,400-36,600 ♠

LITERATURE Robert Klasten et al., eds., Desire The Shape of Things to Come, Berlin, 2008, n.p.



# **90 RONAN and ERWAN BOUROULLEC** b. 1971, b. 1976

Triple 'Black Light', 2008

Painted aluminium, painted fibreglass. Produced by Galerie kreo, France.

Number six from the edition of eight plus two artist's proofs and two prototypes.

Stem impressed with 'ERB 2008/N° 6 / 8'.

221 cm (87 in) long, 150 cm (59 in) drop





# 91 MARC NEWSON b. 1963

*'Wicker' chair*, ca. 1990 Wicker, steel. Manufactured by Idée, Japan. 75 cm (29 1/2 in) high

 $\textbf{Estimate} \ \, \pounds 3,000-4,000 \quad \$4,700-6,200 \quad \$3,700-4,900 \quad \dagger$ 

# **92 SHIRO KURAMATA** 1934–1991

Twelve 'Apple Honey' armchairs, c. 1985

Painted square-section steel, chrome-plated bent steel tube, vinyl.

Manufactured by USM Pastou, The Netherlands (12).

Each: 70.5 cm (27 3/4 in) high

**Estimate** £8,000-10,000 \$12,400-15,500 €9,800-12,200

 $\textbf{LITERATURE} \ \textit{Shiro Kuramata 1934-1991}, \ \text{exh. cat.}, \ \text{Hara Museum of Contemporary} \\ \text{Art, Tokyo, 1996, pp. 175-76, figs. 6, 2 and 3}$ 



#### **93 SHIRO KURAMATA** 1934–1991

'Glass chair', designed 1976

Glass, Photobond 100 adhesive. Produced by the Mihoya Glass Co. Ltd., Japan. From the edition of 40. Together with a certificate of authenticity from Meiko Kuramata.

89.2 cm (35 1/8 in) high

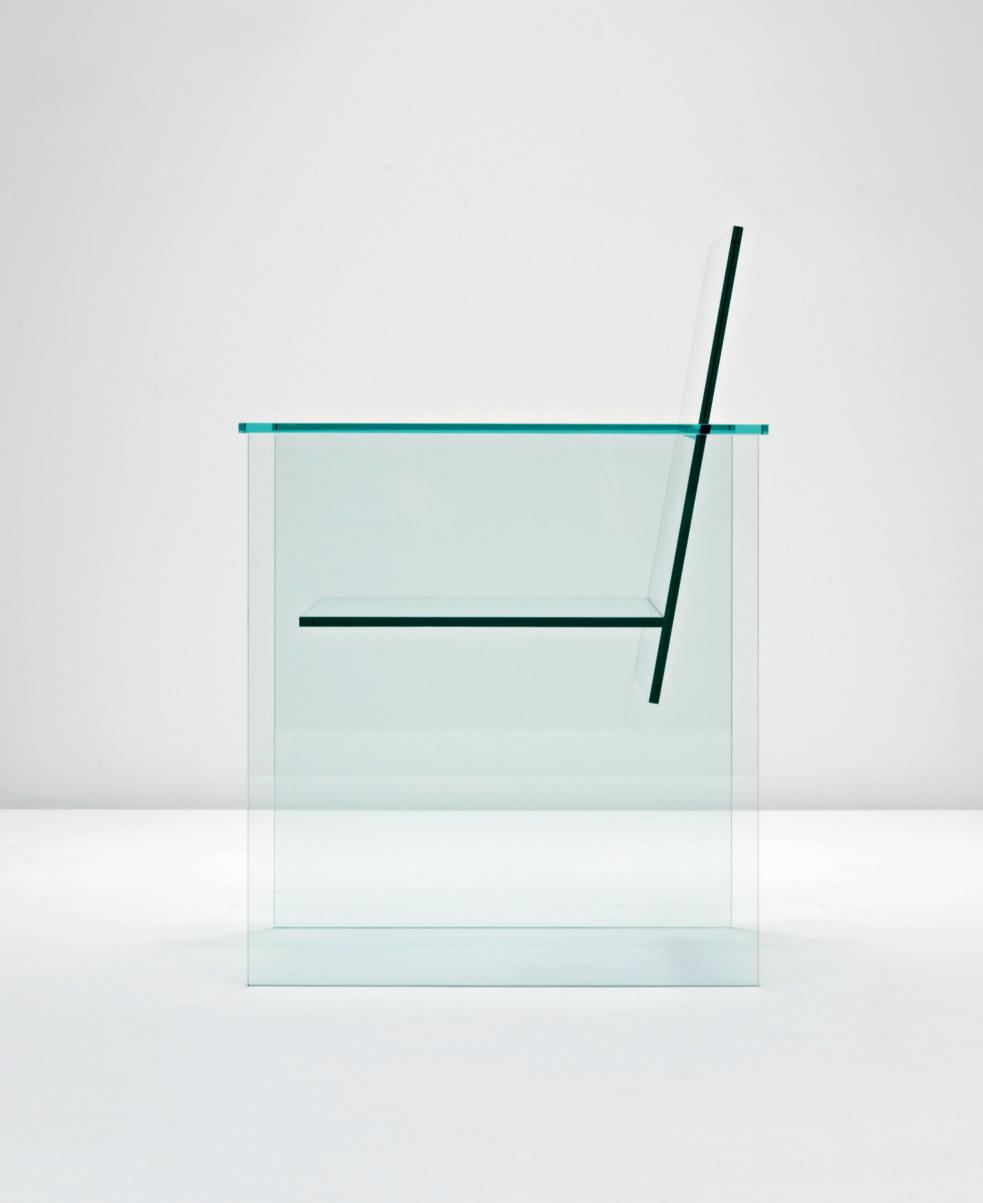
**Estimate** £35,000-40,000 \$54,300-62,000 €42,700-48,800 †

LITERATURE Shiro Kuramata, exh. cat., Hara Museum of Contemporary Art, Tokyo, 2000, pp. 24, 42–43, 48, and p. 149, pl. 3; Charlotte and Peter Fiell, eds., Domus VIII: 1975–1979, p. 366

"It always snows when I write you," wrote Ettore Sottsass to Shiro Kuramata, fellow designer, friend and colleague. 1 In heavy weather, vapours crystallize while structures – house, yard – disappear. Like condensation in air, 'Glass Chair' coalesces from six sheets of 12-millimetre glass held together by Photobond 100, an innovative adhesive used by Kuramata in 1976 to build a translucent chair, table, and shelves – an unprecedented suite of furniture. A final act, perhaps, in the theatre of modernism, 'Glass Chair' pushes to the limit the rational principles proclaimed by Le Corbusier a half-century earlier in Towards a New Architecture (1923). Kuramata celebrates geometry, shifts load bearing from legs to architectural supports, hangs his arms in space, and unifies the chair's composition with glass, giving an impression of lightness despite mass. But Kuramata's lyrical pursuit of dematerialization transcends the practical considerations of his modernist forebears. "The main problem is gravity," he once said. With tender humour, Kuramata upended conventional forms (modernism included) by using conventional materials: steel mesh, aluminium, acrylic, glass. "Although the chair is perfectly functional, there is an air of unreliable weightlessness. Its tense, cool qualities combine with an underlying fear of the chair's fragility," wrote Kenji Oki, the  $designer's\ assistant.\ Despite\ Kuramata's\ yearning\ for\ weightlessness-an$ existential conundrum – his chair sits firmly on the floor. At once finite and infinite, explicit and ambiguous, 'Glass Chair' hovers at the edge of certainty. Not to worry, the bottom won't drop out.







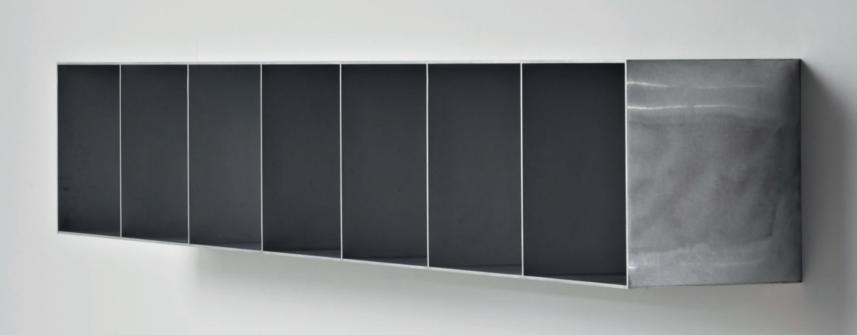
# 94 MAARTEN VAN SEVEREN 1956-2005

An early developmental 'Kast Zeven Vakken' wall-mounted bookcase, designed 1990, executed c.1999

Polished aluminium. Manufactured by Maarten Van Severen Meubelen, Belgium.  $40.6\times280.6\times36~cm~(16\times110~3/4\times14~1/8~in)$ 

**Estimate** £25,000-30,000 \$38,800-46,500 €30,500-36,600

LITERATURE Terence Conran and Max Fraser, *Designers on Design*, London, 2004, p. 235 for a similar example; Maarten van Severen and Rolf Fehlbaum, *Maarten Van Severen:*Werken, Oostkamp, 2004, p. 234 for a similar example



# 95 PHILIP MICHAEL WOLFSON b. 1958

Prototype 'Origami' table, 2005 Painted aluminium, acid-patinated steel, glass. Together with a certificate of authenticity from Philip Michael Wolfson.  $75.2\times153.7\times135.9~\text{cm}~(29~5/8\times60~1/2\times53~1/2~\text{in})$ 

Estimate £10,000-15,000 \$15,500-23,300 €12,200-18,300 †

LITERATURE Jean Bond Rafferty, 'Furniture Fair', *Town & Country*, May 2005, for a similar example; Brooke Stoddard and Laurel Saville, *Design Secrets: Furniture*, Gloucester, 2006, pp. 108–11





# 96 PHILIP MICHAEL WOLFSON b. 1958

'Origami' mirror, c. 2005

Mirrored glass, painted aluminium. From the edition of 50. Back signed in marker with 'PM Wolfson'. Together with a certificate of authenticity from Philip Michael Wolfson.

94 × 121.9 × 10.2 cm (37 × 48 × 4 in)



# 97 ROBERT WILSON b. 1941

'Fritzi's Chair', c. 1999

Tempered clear and frosted glass. Produced for RW Work Ltd by Glass Impressions, USA. Originally designed for the theatrical production *The Days Before: Death, Destruction and Detroit III*, 1999. Number five from the edition of ten.

108 cm (42 1/2 in) high

**Estimate** £2,000−3,000 \$3,100−4,700 €2,400−3,700

LITERATURE Miguel Morey and Carmen Pardo, Robert Wilson, Barcelona, 2003, pp. 120–21



# **98 SHIRO KURAMATA** 1934–1991

'Panacée' rug, designed 1989
Wool pile. Editioned by Paul Hughes Fine Art, UK. From the edition of 50.
202 × 143 cm (79 1/2 × 56 3/4 in)

**Estimate**-£6,000-8,000 \$9,300-12,400 €7,300-9,800 †

LITERATURE *Shiro Kuramata*, exh. cat., Hara Museum of Contemporary Art, Tokyo, 2000, p. 86, pl. 38 and p. 193, pl.9

#### 99 JOHANNA GRAWUNDER b. 1961

Unique 'Office Chair for the New Economy', 2007 Vinyl, chrome-plated tubular steel, LEDs. Produced by Apartment Gallery Ltd, UK. From the edition of four, plus two artist's proofs.  $55.9\times148\times215.9\,\mathrm{cm}\,(22\times58\,1/4\times85\,\mathrm{in})$ 

#### **Estimate** £15,000-20,000 \$23,300-31,000 €18,300-24,400 ♠†

LITERATURE Johanna Grawunder and Galerie Italienne, Foreign Policy, Johanna Grawunder: Recent International Light and Design Projects, Paris, 2006, p. 118, fig. 01, pp. 42–44

A former partner of Ettore Sottsass Jr, Grawunder trained as an architect and an artist. She frequently blends the functional with the decorative to produce designs that are at once provocative and sustainable. Grawunder tends to include energy-efficient lighting and low-cost materials which allow her works to be, as she says, 'ironic and positive'.

Each example within the edition is unique due to the colour combination of upholstery and lighting.





# 100 MATALICRASSET b. 1965

Fruit bowl, 2009
White metal. Produced by De VecChi, Italy. Number two from the edition of three. Underside of centre impressed with 'matali crasset 2008 n° 2 / 3 De VecChi sterling silver' and each element impressed with '925'. 29.5 cm (11 5/8 in) high, 49 cm (19 1/4 in) diameter



# 101 JOHANNA GRAWUNDER b. 1961

'Specchiolight', 2004

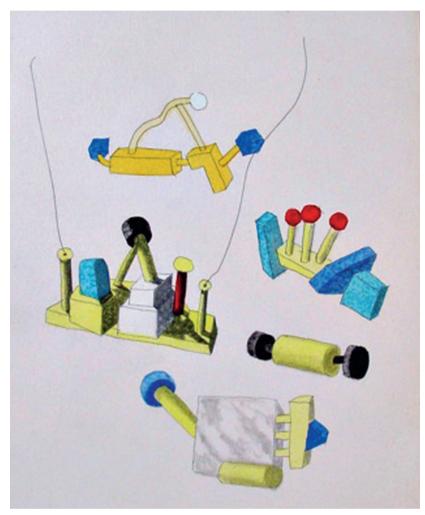
Mirrored glass, acrylic, fluorescent tube, powder-coated steel. Produced for Galerie Italienne, France. From the Arielle series. 190 × 124 × 28 cm (74 3/4 × 48 3/4 × 11 in)

 $\textbf{Estimate} \ \, \pounds 16,000-18,000 \quad \$24,800-27,900 \quad \& 19,500-22,000 \quad \clubsuit \, \dagger$ 

LITERATURE Johanna Grawunder and Galerie Italienne, Foreign Policy, Johanna Grawunder: Recent International Light and Design Projects, Paris, 2006, pp. 56–57



Reverse



Preparatory drawing

# 102 ETTORE SOTTSASS JR 1917–2007

Unique necklace, 1984 Gold, lapis lazuli, coral, monofilament line. Produced for Cleto Munari, Italy. Incised with 'Sottsass'. Pendant:  $4 \times 5 \times 1$  cm (1  $1/2 \times 2 \times 3/8$  in)



# **103 SHIRO KURAMATA** 1934–1991

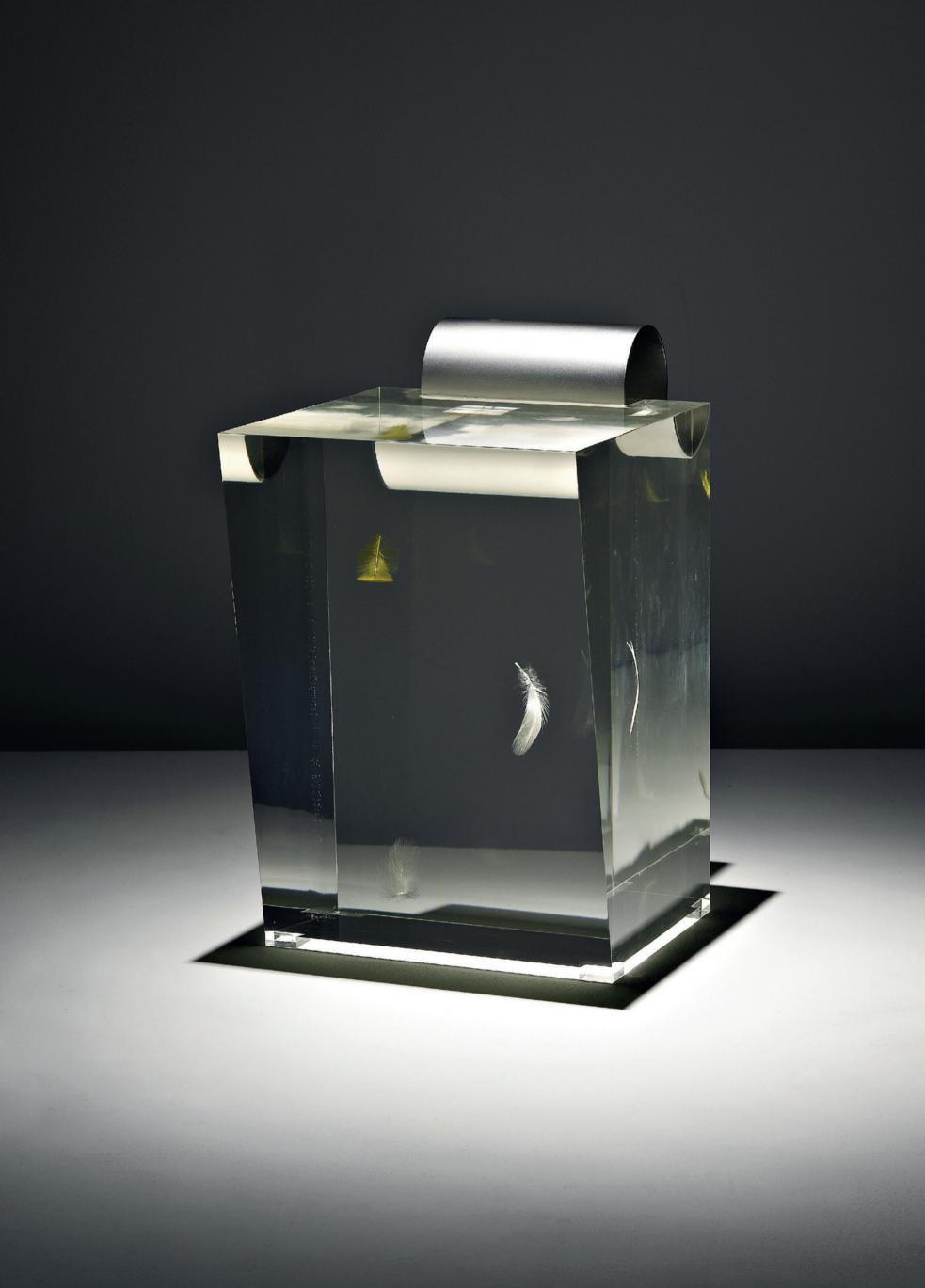
'Acrylic Stool', c. 1990

Acrylic, aluminium, feathers. Manufactured by Ishimaru Co., Japan. Number 25 from the edition of 40. Together with a certificate of authenticity from Meiko Kuramata.

 $54 \times 33 \times 41$  cm (21 1/4 × 13 × 16 1/8 in)

 $\textbf{Estimate} \ \, \pounds 30,000-40,000 \quad \$46,500-62,000 \quad \$36,600-48,800 \quad \dagger$ 

LITERATURE Matthias Dietz and Michael Mönninger, *Japan Design*, Cologne, 1992, p. 77; *Shiro Kuramata 1934–1991*, exh. cat., Hara Museum of Contemporary Art, Tokyo, 1996, pp. 74 and 195–96, pl. 29, fig. 4; David A. Hanks, Anne Hoy and Martin Eidelberg, *Design for Living: Furniture and Lighting 1950–2000*, exh. cat., Montreal Museum of Decorative Arts, Paris, 2000, pp. 224–25



# 104 CRISTIANO BIANCHIN b. 1963

Unique 'Basket' sculpture, 2000 Blown, hand-stippled and cut coloured glass, braided hemp thread. 30 cm (11 7/8 in) diameter

**Estimate** £3,000−4,000 \$4,700−6,200 €3,700−4,900

PROVENANCE Acquired directly from the artist

EXHIBITED Modernground, London Art Fair, Business Design Centre, London,

January 2007

LITERATURE Neues Glas, No. 4, 1998, p. 17 for a similar installation; Textures and Transparencies: Works by Cristiano Bianchin, Venice, exh. cat., Israel Museum, 2001, pp.19 and 29 for similar examples; Barry Friedman, Venice, 3 Visions in Glass: Cristiano Bianchin Yoichi Ohira, Laura de Santillana, exh. cat., Barry Friedman Ltd, New York, 2009, p. 108 for a similar example





# 105 TEJO REMY b. 1960

'You Can't Lay Down Your Memories' cabinet, designed 1991
Maple, recycled wood, plastic, metal, cardboard, fabric. Produced by
Droog Design, The Netherlands. Number 82 from the edition of 200.
Reverse of one drawer signed in black marker 'Tejo Remy' and stamped
with 'Droog Design' and 'No 082' and the interior of each drawer stamped
with 'Droog Design'.
Approximately: 132.1 × 139.7 × 83.8 cm (52 × 55 × 33 in)

Estimate £12,000-18,000 \$18,600-27,900 €14,600-22,000 ♠

LITERATURE David A. Hanks, Anne Hoy and Martin Eidelberg, *Design for Living: Furniture and Lighting 1950–2000*, exh. cat., Montreal Museum of Decorative Arts, Paris, 2000, pp. 210–11 and 233; *Droog & Dutch Design, From Product to Fashion*, exh. cat., Centraal Museum, Utrecht, 2000, front cover and pp. 104, 108 and 110; Anneke Moors, ed., *Simply Droog: 10 + 3 years of creating innovation and discussion*, Amsterdam, 2006, pp. 27, 167, 171–72, 220, 292 and 296

Dutch designer Tejo Remy's iconic 'You Can't Lay Down Your Memories' cabinet from the early 1990s was a distinct challenge to the dominant aesthetic of that era. At the time, Remy's work was heralded as 'a clear break from the past'. His use of discarded materials is by turns playful, nostalgic and critical. A pioneer of appropriation, Remy's collection of reused drawers seems haphazard at first, but is actually carefully engineered and thoughtfully constructed. Because of the configuration of found drawers, each example from the edition of 200 is unique.

# **106 TEJOREMY** b. 1960 'Rag' chair, 1991

**Estimate** £1,500-2,500 \$2,300-3,900 €1,800-3,100 ♠

LITERATURE Droog & Dutch Design, From Product to Fashion, exh. cat., Centraal Museum, Utrecht, 2000, front cover and pp. 37, 61, 112 and 130; Anneke Moors, ed., Simply Droog: 10 + 3 years of creating innovation and discussion, Amsterdam, 2006, pp. 24, 61, 172, 231, 256, 273 and 276





# 107 FREDRIKSON STALLARD

PATRIK FREDRIKSON and IAN STALLARD b. 1968, b. 1973

Prototype 'Table # 1', 2001

Raw birch, steel. Produced by David Gill Galleries, UK. From the edition of 30 plus two prototypes and two artist's proofs.
29 cm (11 3/8 in) high, 95 cm (37 3/8 in) diameter

Estimate £5,000-7,000 \$7,800-10,900 €6,100-8,500 ♠

LITERATURE Design Contre Design, exh. cat., Galeries nationales du Grand Palais, Paris, 2007, p. 299; Nicole Swengley, 'Decade of Diversification', Financial Times, 15 January 2010





# **109 MAARTEN BAAS** b. 1978

'Sculpt' dining chair, 2007

Powder-coated steel. Produced by Baas & den Herder studio, The Netherlands. Number one from the edition of eight. Underside signed in silver pen with 'Sculpt/Dining chair black/ #1 / 8/Maarten Baas/August 2007'.
93 cm (36 5/8 in) high

**Estimate** £4,000-6,000 \$6,200-9,300 €4,900-7,300 ♠

LITERATURE Sophie Lovell, Limited Edition: Prototypes, One-Offs and Design Art Furniture, Basel, 2009, p. 124

# 110 **JOHN WARD** b. 1938

Bowl, c. 1982

Stoneware, glaze. Impressed with artist's seal. 22.5 cm (8 3/4 in) high, 41.5 cm (16 3/8 in) diameter

Estimate £900-1,200 \$1,400-1,900 €1,100-1,500 ♠





111 ANDRÉ DUBREUIL b. 1951

'Paris Table', c. 1988

Bent and welded sheet steel. Produced by A.D. Decorative Arts Ltd, France.
74.5 × 79 × 59 cm (29 3/8 × 31 1/8 × 23 1/4 in)

Estimate £5,000-7,000 \$7,800-10,900 €6,100-8,500 ♠

# **112 RON ARAD** b. 1951

'Sit!' chair, c. 1990

Mirror-polished stainless steel, tempered sprung steel. Produced by The Gallery Mourmans, The Netherlands. Number 17 from the edition of 20 plus five artist's proofs. Side incised with '17 / 20 Ron Arad'.

92 cm (36 in) high

Estimate £40,000-60,000 \$62,000-93,000 €48,800-73,200 ♠†

LITERATURE Matthew Collings, Ron Arad Talks to Matthew Collings, London, 2004, p. 156 for a similar example; Ron Arad, A Retrospective Exhibition 1981–2001, exh. cat., Barry Friedman Ltd., New York, 2005, pp. 32–33 for a similar example; Paola Antonelli, Jonathan Safran Foer, Marie-Laure Jousset, Ron Arad: No Discipline, New York, 2009, p. 57



*'Liquid Trilobal Table'*, c. 2007 Mirror-polished aluminium. Number two from the edition of eight. 72 cm (28 3/8 in) high, 117.2 cm (46 1/8 in) diameter

Estimate £40,000-60,000 \$62,000-93,000 €48,800-73,200 ♠ †



# 114 THOMAS HEATHERWICK b. 1970

'Billet 1-Extrusion 5' bench, 2009

Extruded aluminium. Produced by Heatherwick Studio, UK. Underside incised with 'Thomas Heatherwick/Billet 1–Extrusion 5/September 2009'.  $76\times192\times47$  cm (29  $7/8\times75$  1/2  $\times$  18 1/2 in)

**Estimate** £32,000-38,000 \$49,600-58,900  $\in$ 39,000-46,400  $\spadesuit$ †

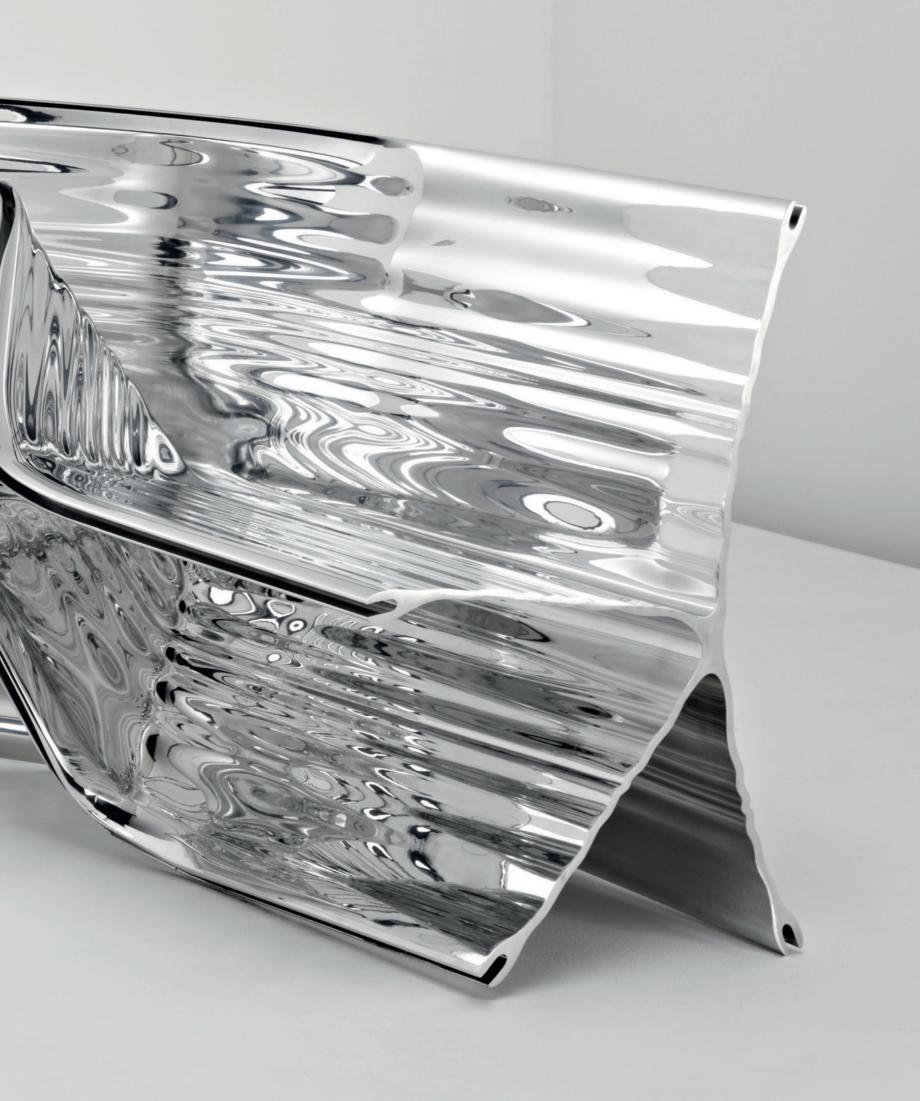
PROVENANCE Haunch of Venison, London

EXHIBITED Thomas Heatherwick, Extrusions, Haunch of Venison, London,
17 September–8 November 2009

The present bench, exhibited in 2009 at Haunch of Venison, London, is the fifth of seven extrusions by Thomas Heatherwick from a single billet of aluminium. Forced through a large die, the aluminium was cut into seven unique, unrepeatable sections and hand-polished. Waste from 'Billet 1' was recycled for future extrusions. Heatherwick intends to produce 200 metres of unique extrusions from a total of fifteen billets.







# 115 ATELIER VAN LIESHOUT

'Family Lamp', c.2007 Reinforced fibreglass. From the edition of ten. 202 cm (79 1/2 in) high

**Estimate** £30,000-40,000 \$46,500-62,000 €36,600-48,800 ♠



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

# **Bidding Increments**

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

 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 (i.e., 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 de Pury & Company will make an announcement in the saleroom that interested parties may bid on the lot.

# Consecutive and Responsive Bidding

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.

### **4 AFTER THE AUCTION**

### **Payment**

Buyers are required to pay for purchases immediately following the auction unless other arrangements have been agreed with Phillips de Pury & Company in writing in advance of the sale. Payments 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 de Pury & Company will accept Visa, MasterCard and UK-issued debit cards to pay for invoices of  $\pounds50,000$  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 de Pury & Company 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 de Pury & Company accepts liability for loss or damage to lots for a maximum of five days following the auction.

### Transport and Shipping

As a free service for buyers, Phillips de Pury & Company 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 de Pury & Company. 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.

# NENDO

BLURRY WHITE SURFACES
+ THIN BLACK LINES

A TWO-PART EXHIBITION

On view through 31 OCTOBER 2010 LONDON

# **BLURRY WHITE SURFACES**

Phillips de Pury & Company Howick Place London SW1P 1BB

# THIN BLACK LINES

Phillips de Pury & Company at Saatchi Gallery
Duke of York's HQ, King's Road London SW3 4SQ

Enquiries +44 20 7318 4066
PHILLIPSDEPURY.COM

NENDO Fade Out, 2009

Photo Credit: Masayuki Hayashi

### **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 de Pury & Company. 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 de Pury & Company is not usually treated as agent and most property is sold as if it is the property of Phillips de Pury & Company. 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 de Pury & Company is able to use the Auctioneer's Margin Scheme, and VAT will not normally be charged on the hammer price.

Phillips de Pury & Company must bear VAT on the buyer's premium. Therefore, we will charge an amount in lieu of VAT at 17.5% 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 17.5% 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 de Pury & Company 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 de Pury & Company 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 de Pury & Company 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 17.5%, marked by  $\ddagger$  and  $\Omega$  respectively, on the hammer price and an amount in lieu of VAT at 17.5% 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 de Pury & Company 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 de Pury & Company 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 de Pury & Company 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  $\ddagger$  or a  $\Omega$  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 de Pury & Company 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 de Pury & Company 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 de Pury & Company 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 de Pury & Company is provided with a copy of the correct paperwork duly completed and stamped by HM Revenue & Customs 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. HM Revenue & Customs insist that the correct customs procedures are followed and Phillips de Pury & Company 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 de Pury & Company. Phillips de Pury & Company 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 de Pury & Company 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 de Pury & Company, it may be possible to seek repayment from HM Revenue & Customs ('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 http://www.hmrc.gov.uk/index.htm, and follow Quick Links then Find a Form. The relevant form is VAT65A. Completed forms should be returned to: HM Revenue & Customs, VAT Overseas Repayment Directive, Foyle House, Duncreggan Road, Londonderry, Northern Ireland, BT48 7AE, (tel) +44 2871 305100 (fax) +44 2871 305101.

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 2009 to 30 June 2010 should be made no later than 31 December 2010).

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.

### **CONDITIONS OF SALE**

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

### 1 INTRODUCTION

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

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

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

### 2 PHILLIPS de PURY & COMPANY AS AGENT

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

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

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

- (a) The knowledge of Phillips de Pury & Company in relation to each lot is partially dependent on information provided to us by the seller, and Phillips de Pury & Company is not able to and does not carry out exhaustive due diligence on each lot. Prospective buyers acknowledge this fact and accept responsibility for carrying out inspections and investigations to satisfy themselves as to the lots in which they may be interested.

  Notwithstanding the foregoing, we shall exercise such reasonable care when making express statements in catalogue descriptions or condition reports as is consistent with our role as auctioneer of lots in this sale and in light of (i) the information provided to us by the seller, (ii) scholarship and technical knowledge and (iii) the generally accepted opinions of relevant experts, in each case at the time any such express statement is made.
- (b) Each lot offered for sale at Phillips de Pury & Company is available for inspection by prospective buyers prior to the auction. Phillips de Pury & Company accepts bids on lots on the basis that bidders (and independent experts on their behalf, to the extent appropriate given the nature and value of the lot and the bidder's own expertise) have fully inspected the lot prior to bidding and have satisfied themselves as to both the condition of the lot and the accuracy of its description.
- (c) Prospective buyers acknowledge that many lots are of an age and type which means that they are not in perfect condition. As a courtesy to clients, Phillips de Pury & Company may prepare and provide condition reports to assist prospective buyers when they are inspecting lots. Catalogue descriptions and condition reports may make reference to particular imperfections of a lot, but bidders should note that lots may have other faults not expressly referred to in the catalogue or condition report. All dimensions are approximate. Illustrations are for identification purposes only and cannot be used as precise indications of size or to convey full information as to the actual condition of lots.
- (d) Information provided to prospective buyers in respect of any lot, including any pre-sale estimate, whether written or oral, and information in any catalogue, condition or other report, commentary or valuation, is not a representation of fact but rather a statement of opinion held by Phillips de Pury & Company. Any pre-sale estimate may not be relied on as a prediction of the selling price or value of the lot and may be revised from time to time by Phillips de Pury & Company at our absolute discretion. Neither Phillips de Pury & Company nor any of our affiliated companies shall be liable for any difference between the pre-sale estimates for any lot and the actual price achieved at auction or upon resale.

# 4 BIDDING AT AUCTION

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

(b) As a convenience to bidders who cannot attend the auction in person, Phillips de Pury & Company may, if so instructed by the bidder, execute written absentee bids on a bidder's behalf. Absentee bidders are required to submit bids on the 'Absentee Bid Form', a copy of which is printed in this catalogue or otherwise available from Phillips de Pury & Company. Bids must be placed in the currency of the sale. The bidder must clearly indicate the maximum amount he or she intends to bid, excluding the buyer's premium and 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 de Pury & Company. Telephone bidding is available for lots whose low pre-sale estimate is at least £500. Phillips de Pury & Company reserves the right to require written confirmation of a successful bid from a telephone bidder by fax or otherwise immediately after such bid is accepted by the auctioneer. Telephone bids may be recorded and, by bidding on the telephone, a bidder consents to the recording of the conversation.
- (d) When making a bid, whether in person, by absentee bid or on the telephone, a bidder accepts personal liability to pay the purchase price, as described more fully in Paragraph 6 (a) below, plus all other applicable charges unless it has been explicitly agreed in writing with Phillips de Pury & Company before the commencement of the auction that the bidder is acting as agent on behalf of an identified third party acceptable to Phillips de Pury & Company and that we will only look to the principal for such payment.
- (e) Arranging absentee and telephone bids is a free service provided by Phillips de Pury & Company to prospective buyers. While we undertake to exercise reasonable care in undertaking such activity, we cannot accept liability for failure to execute such bids except where such failure is caused by our wilful misconduct.
- (f) Employees of Phillips de Pury & Company and our affiliated companies, including the auctioneer, may bid at the auction by placing absentee bids so long as they do not know the reserve when submitting their absentee bids and otherwise comply with our employee bidding procedures.

### **5 CONDUCT OF THE AUCTION**

- (a) Unless otherwise indicated by the symbol ●, each lot is offered subject to a reserve, which is the confidential minimum selling price agreed by Phillips de Pury & Company with the seller. The reserve will not exceed the low pre-sale estimate at the time of the auction.
- (b) The auctioneer has discretion at any time to refuse any bid, withdraw any lot, re-offer a lot for sale (including after the fall of the hammer) if he or she believes there may be error or dispute and take such other action as he or she deems reasonably appropriate.
- (c) The auctioneer will commence and advance the bidding at levels and in increments he or she considers appropriate. In order to protect the reserve on any lot, the auctioneer may place one or more bids on behalf of the seller up to the reserve without indicating he or she is doing so, either by placing consecutive bids or bids in response to other bidders.
- (d) The sale will be conducted in 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 £25,000, 20% of the portion of the hammer price above £25,000 up to and including £500,000 and 12% of the portion of the hammer price above £500,000.
- (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 licence 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 de Pury & Company will accept payment in cash provided that the total amount paid in cash or cash equivalents does not exceed the local currency equivalent of
- (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 "PDEPL LTD". 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 de Pury & Company. Bank transfer details will be provided on the Invoice for purchased lots.
- (e) As a courtesy to clients, Phillips de Pury & Company will accept 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 de Pury & Company has received the Purchase Price for that lot in cleared funds. Phillips de Pury & Company is not obliged to release a lot to the buyer until title in the lot has passed and appropriate identification has been provided, and any earlier release does not affect the passing of title or the buyer's unconditional obligation to pay the Purchase Price.

### 7 COLLECTION OF PROPERTY

- (a) Phillips de Pury & Company will not release a lot to the buyer until we have received payment of its Purchase Price in full in cleared funds, the buyer has paid all outstanding amounts due to Phillips de Pury & Company or any of our affiliated companies, including any charges payable pursuant to Paragraph 8 (a) below, and the buyer has satisfied such other terms as we in our sole discretion shall require, including completing any antimoney 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 five 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) five days after the auction, whichever is the earlier. Until risk passes, Phillips de Pury & Company will compensate the buyer for any loss or damage to a purchased lot up to a maximum of the Purchase Price paid, subject to our usual exclusions for loss or damage to property.
- (c) As a courtesy to clients, Phillips de Pury & Company will, without charge, wrap purchased lots for hand carry only. We 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 de Pury & Company, in order to facilitate the packing, handling, insurance and shipping of property bought at Phillips de Pury & Company. 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 de Pury & Company will require presentation of government-issued identification prior to release of a lot to the buyer or the buyer's authorized representative.

# 8 FAILURE TO COLLECT PURCHASES

- (a) If the buyer pays the Purchase Price but fails to collect a purchased lot within 30 days of the auction, the buyer will incur a late collection fee of £25, storage charges of £3 per day and pro rated insurance charges of 0.1% of the Purchase Price per month on each uncollected lot.
- (b) If a purchased lot is paid for but not collected within six months of the auction, the buyer authorizes Phillips de Pury & Company, upon notice, to arrange a resale of the item by auction or private sale, with estimates and a reserve set at Phillips de Pury & Company's reasonable discretion. The proceeds of such sale will be applied to pay for storage charges and any other outstanding costs and expenses owed by the buyer to Phillips de Pury & Company or our affiliated companies and the remainder will be forfeited unless collected by the buyer within two years of the original auction.

# 9 REMEDIES FOR NON-PAYMENT

(a) Without prejudice to any rights the seller may have, if the buyer without prior agreement fails to make payment of the Purchase Price for a lot in cleared funds within five days of the auction, Phillips de Pury & Company may in our sole discretion exercise one or more of the following remedies: (i) store the lot at Phillips de Pury & Company's premises or elsewhere at the buyer's sole risk and expense; (ii) cancel the sale of the lot, retaining any partial payment of the Purchase Price as liquidated damages; (iii) reject future bids from the buyer or render such bids subject to payment of a deposit; (iv) charge interest at 12% per annum from the date payment became due until the date the Purchase  $Price\ is\ received\ in\ cleared\ funds; (v)\ subject\ to\ notification\ of\ the\ buyer,\ exercise\ a\ lien$ over any of the buyer's property which is in the possession of Phillips de Pury & Company and instruct our affiliated companies to exercise a lien over any of the buyer's property which is in their possession and, in each case, no earlier than 30 days from the date of such notice arrange the sale of such property and apply the proceeds to the amount owed to Phillips de Pury & Company or any of our affiliated companies after the deduction from sale proceeds of our standard vendor's commission, 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 de Pury & Company's reasonable discretion, it being understood that in the event such resale is for less than the original hammer price and buyer's

premium for that lot, the buyer will remain liable for the shortfall together with all costs incurred in such resale; (vii) commence legal proceedings to recover the hammer price and buyer's premium for that lot, together with interest and the costs of such proceedings; or (viii) release the name and address of the buyer to the seller to enable the seller to commence legal proceedings to recover the amounts due and legal costs.

- (b) The buyer irrevocably authorizes Phillips de Pury & Company 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 de Pury & Company will notify the buyer of any such lien. The buyer also irrevocably authorizes Phillips de Pury & Company, 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 de Pury & Company 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 de Pury & Company 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 de Pury & Company 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 de Pury & Company 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 de PURY & COMPANY

Phillips de Pury & Company shall have the right, but not the obligation, to rescind a sale without notice to the buyer if we reasonably believe that there is a material breach of the seller's representations and warranties or the Authorship Warranty or an adverse claim is made by a third party. Upon notice of Phillips de Pury & Company's election to rescind the sale, the buyer will promptly return the lot to Phillips de Pury & Company, and we will then refund the Purchase Price paid to us. As described more fully in Paragraph 13 below, the refund shall constitute the sole remedy and recourse of the buyer against Phillips de Pury & Company and the seller with respect to such rescinded sale.

### 11 EXPORT, IMPORT AND ENDANGERED SPECIES 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.

# 12 DATA PROTECTION

- (a) In connection with the management and operation of our business and the marketing and supply of auction related services, or as required by law, we may ask clients to provide personal information about themselves or obtain information about clients from third parties (e.g., credit information). If clients provide us with information that is defined by law as 'sensitive', they agree that Phillips de Pury & Company and our affiliated companies may use it for the above purposes. Phillips de Pury & Company and our affiliated companies will not use or process sensitive information for any other purpose without the client's express consent. If you would like further information on our policies on personal data or wish to make corrections to your information, please contact us at +44 20 7318 4010. If you would prefer not to receive details of future events please call the above number.
- (b) In order to fulfil the services clients have requested, Phillips de Pury & Company may disclose information to third parties such as shippers. Some countries do not offer equivalent legal protection of personal information to that offered within the European Union (EU). It is Phillips de Pury & Company's policy to require that any such third parties respect the privacy and confidentiality of our clients' information and provide the same level of protection for client information as provided within the EU, whether or not they are located in a country that offers equivalent legal protection of personal information. By agreeing to these Conditions of Sale, clients agree to such disclosure.

# 13 LIMITATION OF LIABILITY

- (a) Subject to sub-paragraph (e) below, the total liability of Phillips de Pury & Company, our affiliated companies and the seller to the buyer in connection with the sale of a lot shall be limited to the Purchase Price actually paid by the buyer for the lot.
- (b) Except as otherwise provided in this Paragraph 13, none of Phillips de Pury & Company, any of our affiliated companies or the seller (i) is liable for any errors or omissions, whether orally or in writing, in information provided to prospective buyers by Phillips de Pury & Company or any of our affiliated companies or (ii) accepts responsibility to any bidder in respect of acts or omissions, whether negligent or otherwise, by Phillips de Pury & Company or any of our affiliated companies in connection with the conduct of the auction or for any other matter relating to the sale of any lot.



# LATIN AMERICA

CONTEMPORARY ART DESIGN PHOTOGRAPHS EDITIONS



AUCTION 29 SEPTEMBER 2010 NEW YORK Viewing 25 - 29 September

Phillips de Pury & Company 450 West 15th Street New York 10011

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- (c) All warranties other than the Authorship Warranty, express or implied, including any warranty of satisfactory quality and fitness for purpose, are specifically excluded by Phillips de Pury & Company, our affiliated companies and the seller to the fullest extent permitted by law.
- (d) Subject to sub-paragraph (e) below, none of Phillips de Pury & Company, any of our affiliated companies or the seller shall be liable to the buyer for any loss or damage beyond the refund of the Purchase Price referred to in 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 de Pury & Company or any of our affiliated companies to the buyer in respect of any fraud or fraudulent misrepresentation made by any of us or in respect of death or personal injury caused by our negligent acts or omissions.

### 14 COPYRIGHT

The copyright in all images, illustrations and written materials produced by or for Phillips de Pury & Company relating to a lot, including the contents of this catalogue, is and shall remain at all times the property of Phillips de Pury & Company and, 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 de Pury & Company and the seller make no representations or warranties that the buyer of a lot will acquire any copyright or other reproduction rights in it.

### 15 GENERAL

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

### **AUTHORSHIP WARRANTY**

Phillips de Pury & Company warrants the authorship of property in this auction catalogue for a period of five years from date of sale by Phillips de Pury & Company, subject to the exclusions and limitations set forth below.

- (a) Phillips de Pury & Company gives this Authorship Warranty only to the original buyer of record (i.e., the registered successful bidder) of any lot. This Authorship Warranty does not extend to (i) subsequent owners of the property, including purchasers or recipients by way of gift from the original buyer, heirs, successors, beneficiaries and assigns; (ii) property created prior to 1870, unless the property is determined to be counterfeit (defined as a forgery made less than 50 years ago with an intent to deceive) and has a value at the date of the claim under this warranty which is materially less than the Purchase Price paid; (iii) property where the description in the catalogue states that there is a conflict of opinion on the authorship of the property; (iv) property where our attribution of authorship was on the date of sale consistent with the generally accepted opinions of specialists, scholars or other experts; or (v) property whose description or dating is proved inaccurate by means of scientific methods or tests not generally accepted for use at the time of the publication of the catalogue or which were at such time deemed unreasonably expensive or impractical to use.
- (b) In any claim for breach of the Authorship Warranty, Phillips de Pury & Company reserves the right, as a condition to rescinding any sale under this warranty, to require the buyer to provide to us at the buyer's expense the written opinions of two recognized experts approved in advance by Phillips de Pury & Company. We shall not be bound by any expert report produced by the buyer and reserve the right to consult our own experts at our expense. If Phillips de Pury & Company agrees to rescind a sale under the Authorship Warranty, we shall refund to the buyer the reasonable costs charged by the experts commissioned by the buyer and approved in advance by us.
- (c) Subject to the exclusions set forth in subparagraph (a) above, the buyer may bring a claim for breach of the Authorship Warranty provided that (i) he or she has notified Phillips de Pury & Company in writing within three months of receiving any information which causes the buyer to question the authorship of the lot, specifying the auction in which the property was included, the lot number in the auction catalogue and the reasons why the authorship of the lot is being questioned and (ii) the buyer returns the lot to Phillips de Pury & Company in the same condition as at the time of its auction and is able to transfer good and marketable title in the lot free from any third party claim arising after the date of the auction.
- (d) The buyer understands and agrees that the exclusive remedy for any breach of the Authorship Warranty shall be rescission of the sale and refund of the original Purchase Price paid. This remedy shall constitute the sole remedy and recourse of the buyer against Phillips de Pury & Company, any of our affiliated companies and the seller and is in lieu of any other remedy available as a matter of law. This means that none of Phillips de Pury & Company, any of our affiliated companies or the seller shall be liable for loss or damage beyond the remedy expressly provided in this Authorship Warranty, whether such loss or damage is characterized as direct, indirect, special, incidental or consequential, or for the payment of interest on the original Purchase Price.

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### AUCTION

Tuesday 28 September 2010, 5pm

### VIEWING

Wednesday 22 September, 6pm – 8pm Thursday 23 – Saturday 25 September, 10am – 6pm Sunday 26 September, 12pm – 6pm Monday 27 September, 10am – 6pm Tuesday 28 September, 10am – 5pm

### **GALLERY TALK**

V&A Curator of Designs Abraham Thomas discusses the 1:1-Architects Build Small Spaces project, at 10am, Friday 24 September, at Howick Place

### **VIEWING & AUCTION LOCATION**

Howick Place, London SW1P 1BB

### **WAREHOUSE & COLLECTION LOCATION**

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

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When sending in written bids or making enquiries, please refer to this sale as  ${\tt UK050210}$  or  ${\tt Design}$ 

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