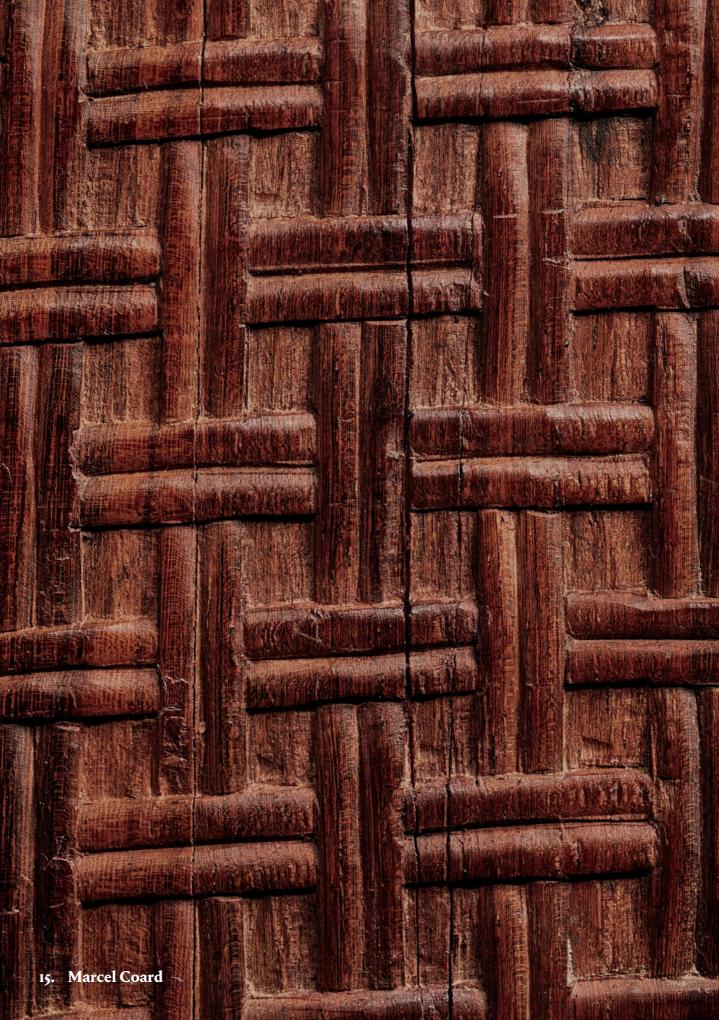
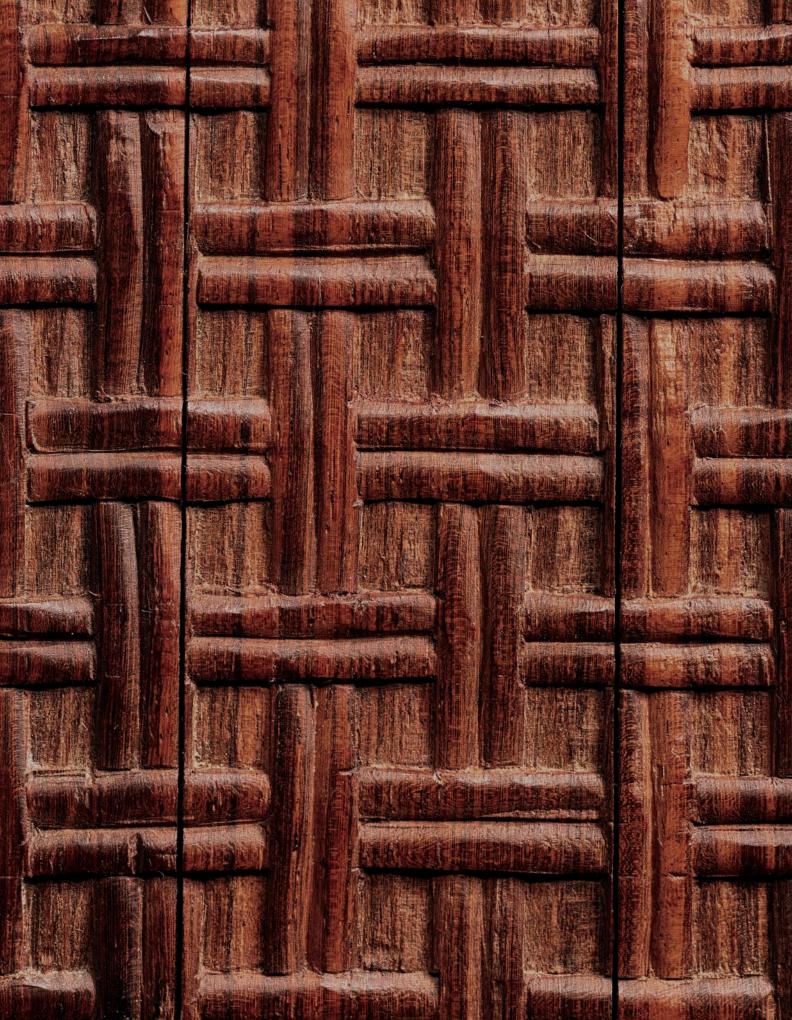
# Modern Masters

London, 27 April 2016

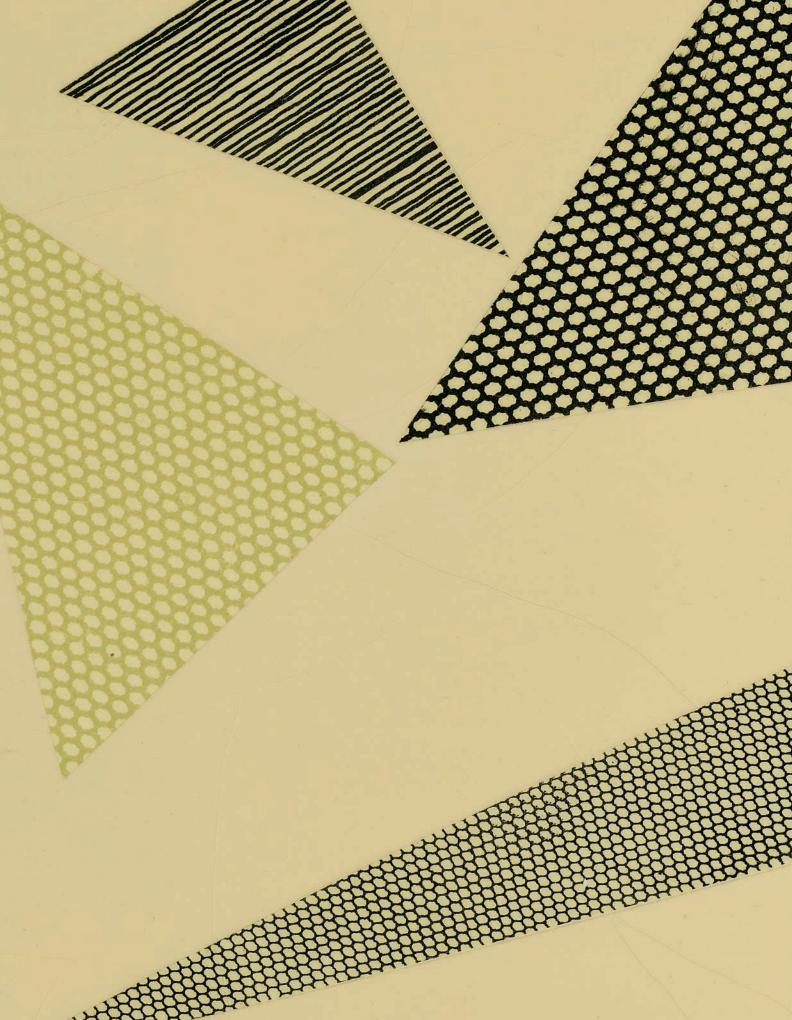


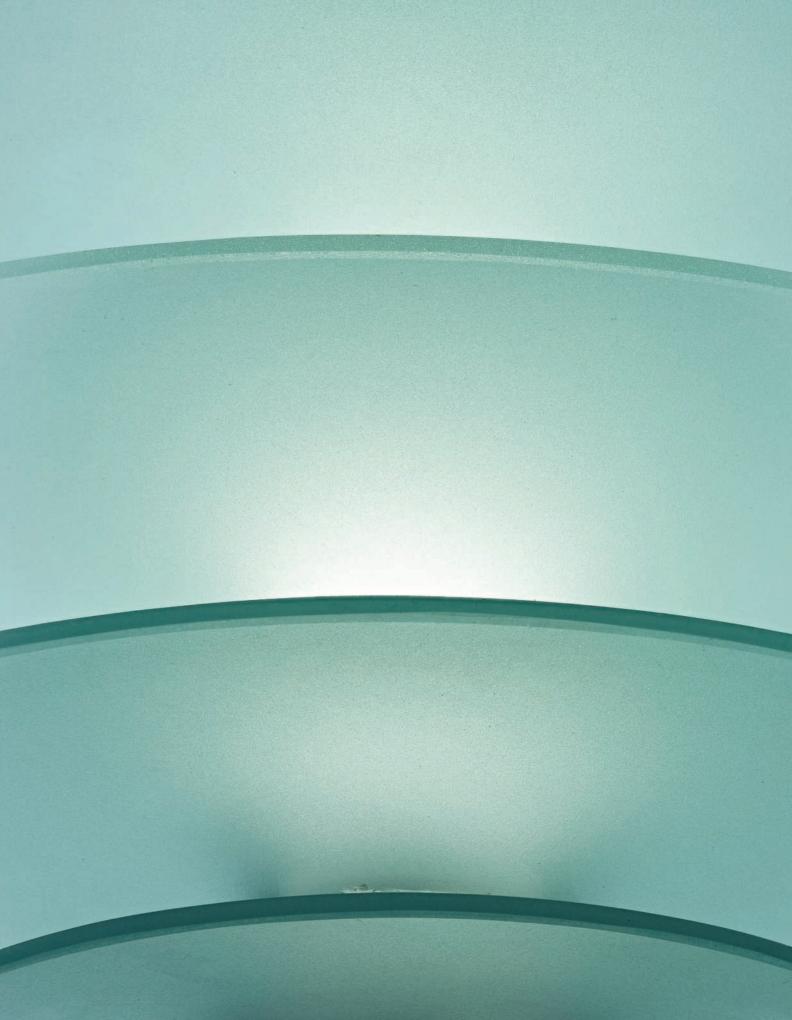
















### **Modern Masters** London, 27 April 2016, 6pm

### London.



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### **I. Gio Ponti** 1891-1979

Rare 'Mariposa' armchair, model no. 851, from a private villa, Liguria, circa 1958
Stained walnut, vinyl.
96.5 x 81.5 x 82.5 cm (37 78 x 32 1/2 in.)
Manufactured by Cassina, Meda, Italy.
Together with a certificate of authenticity from the Gio Ponti Archives.

### **Estimate**

£12,000-18,000 \$17,000-25,600 €15,200-22,800

#### Provenance

Private collection, Liguria, Italy, 1958-1959 Thence by descent Private collection, Milan Acquired from the above by the present owner

### Literature

'Mostra a Villa Olmo', *Domus*, no. 335, October 1957, p. 43 Irene de Guttry and Maria Paola Maino, *Il Mobile Italiano Degli Anni '40 e '50*, Bari, 1992, p. 62, fig. 43 Ugo La Pietra, ed., *Gio Ponti: L'arte si innamora dell'industria*, New York, 2009, p. 238, fig. 501 Laura Falconi, ed., *Gio Ponti: Interiors, Objects, Drawings*, 1920-1976, Milan, 2010, p. 186

'Beauty is the most resistant structure and the most resistant material'

Gio Ponti



### 2. Gio Ponti and Piero Fornasetti

1891-1979 and 1913-1988

Unique 'Arlecchino' wardrobe, 1948 Lithographic transfer-printed wood, hand-painted wood, wood, brass.  $201\times240\times55\,\text{cm}\,(79\%\times94\%\times21\%\,\text{in.})$  Together with a certificate of authenticity from the Gio Ponti Archives.

### Estimate

£80,000-120,000 \$114,000-170,000 €101,000-152,000

### Provenance

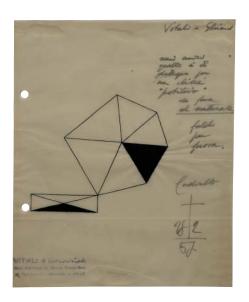
Private collection, Washington, DC Adam A. Weschler & Son, Washington, DC, 'Fine Art & Twentieth Century Decorative Arts', 13 September, 2003, lot 661 Acquired from the above by the present owner

### Exhibited

'Piero Fornasetti: 100 anni di follia pratica', Milan Triennale, 13 November, 2013-9 February, 2014 and then travelled to Musée des Arts Décoratifs, Paris, 11 March-14 June, 2015

### Illustrated

Patrick Mauriès, Fornasetti Designer of Dreams, London, 1991, pp. 168-69 Irene de Guttry and Maria Paola Maino, Il Mobile Italiano Degli Anni '40 e '50, Bari, 1992, p. 170, fig. 20 Barnaba Fornasetti and Mariuccia Casadio, Fornasetti: The Complete Universe, New York, 2010, p. 359, figs. 47-48 Patrick Mauriès, ed., Piero Fornasetti: Practical Madness, New York 2015, pp. 120-21



Gio Ponti, drawing illustrated in *Amate l'Architettura*, 1957 © Salvatore Licitra - Gio Ponti Archives.





### On the Door and in the Door: A Reveal in Ponti & Fornasetti's Credenza Spaces

by Brian Kish

'I chose drawing because it was, at least at first, the least tiring form of activity and discipline, the simplest thing of all'

Piero Fornasetti



Caravaggio, Canestra di frutta, circa 1599

Within the series of collaborations between Gio Ponti and Piero Fornasetti that took place from 1940 to the mid-1950s, the present wardrobe from 1948 stands out for a number of reasons. It marks the only time in their long working relationship together in which Ponti designed the entire unit and contributed to the exterior images. Fornasetti's role was to design and execute the hand-painted interior scenography. Marked by figurative illusionism it establishes a sharp contrast with Ponti's exterior, which is filled with abstractions. Together the two produced a nuanced synthesis that involves a complex spatial game that hinges on the readings of outdoor and indoor space, as well as metaphysical dimensions that, for their part, reveal a ludic sensibility.

In this commission Ponti chose to emphasise the diamond pattern, one of his most treasured leitmotifs. However, the diamond form here is endlessly fragmented into pyramidal and obelisk-like shards that are set in a disquieting constellation on all four of the front-door panels. In addition, inverted obelisks schematically appear in the six brass sabots set into the wooden legs in their lowest zones. Within a few years, Ponti was to publish his theory of architecture in a 1957 book titled Amate l'architettura ('Love Architecture'), one of whose alternate titles was Architettura è un cristallo ('Architecture is a Crystal'). The dust jacket of this volume is adorned with numerous drawings of triangles, pyramids, obelisks and diamonds, all of which feature multiple facets to further celebrate and underscore the crystalline theme (pictured). The facade of the 1948 wardrobe already distils his obsession with the obelisk, so that one might even identify it as a kind of hermetic manifesto for his fascination with diamond-like, pointed crystalline forms. This approach is summed up in his own words: "The obelisk teaches architecture. It is perhaps the very symbol, the pure symbol, of architectural expression from which a song arises, the lines of which do not pose, do not sleep, do not merely stand but are statics in motion - the ecstasy of movement." (Gio Ponti, Gio Ponti: In Praise Of Architecture, New York, 1960, p. 108).

Fornasetti's contribution to this surreal work is visible in the hand-painted work on the interior. The theme and composition chosen is an adaptation of one of his earliest works: the Harlequin of 1931, painted when he was 18 years old (pictured). In this reprise, the Harlequin is not alone but engages in silent dialogue with a young man in contemporary attire. In both paintings the positioning of the left foot is similar, however in 1931 it is resting on a musical drum, whereas in the 1948 wardrobe, it rests on an actual cabinet, thereby establishing a clever example of illusionism. Ponti designed this cabinet so that it appears to be floating: on its surfaces Fornasetti has hand-painted scenographies featuring musical instruments, a mask, draperies, and a witty nod to Caravaggio's Canestra di frutta (circa 1599), unquestionably Milan's most renowned still life (pictured). This subject of the Harlequin with trophies was brought to thematic conclusion a year later in 1949 when Fornasetti embellished the foyer walls of the newly constructed Arlecchino cinema in Milan.

Patick Mauriès has astutely observed the powerful influence of Metaphysical painters Giorgio De Chirico and Alberto Savinio on Fornasetti's art. The writer sees him "as the last embodiment, remote and unrecognizable perhaps, of this twentieth-century Italian sensibility." (Patrick Mauriès, Fornasetti: Designer Of Dreams, London, 1991, p. 16)

The entire surface of the image is painted in *grisaille*, in a sophisticated choice of *vert de gris*, shifting the concept into a dreamlike dimension. Reality is only allowed to return when actual 'colourful' domestic artefacts are set in place. Where Ponti provides that space with both an upper shelf and a lower cabinet, Fornasetti distorts the space with painted illusions: walls built of stone recede in diminishing perspective and a reveal offers a view into the harlequin's *cassone*.

This particular spirit was subsequently amplified three years later when Ponti and Fornasetti were commissioned in 1951 to create their greatest collaboration, the interior of the bar and patisserie Dulciora, just off the Piazza Duomo in Milan. The effect must have been hallucinatory with the compounded plethora of pictorial and actual sugared delights at every turn.

It is a fair guess that the present joint venture of 1948 is a sort of dress rehearsal for concepts amplified in the Dulciora bar and patisserie. A similar effect of inside/outside is at play when the exterior door panels are folded, and concertinaed, setting in motion a comparable set of metaphysical dynamics in which Ponti's beloved abstracted diamonds effectively disrupt the hermetic narrative of Fornasetti's interior.

In short this wordrobe marks a synthesis of art and architecture from these two Milanese masters, a collaboration which culminated in one of the most enigmatic and singular achievements of mid-century Italian design.

### BK

March 2016







### **3. Angelo Lelii** 1915-1979

Rare ceiling light, model no. 12712, circa 1960 Nickel-plated metal, painted metal, opaque glass.  $22.5 \times 81.4 \times 81.4$  cm ( $8\% \times 32 \times 32$  in.) Manufactured by Arredoluce, Monza, Italy.

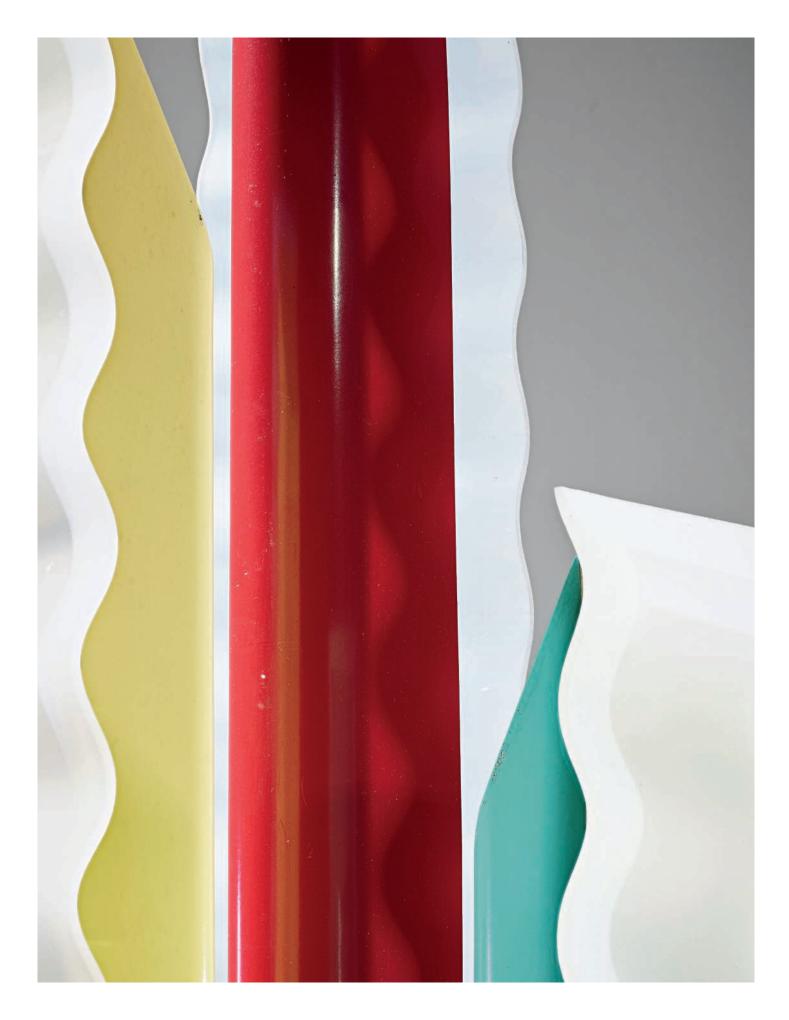
### Estimate

£10,000-15,000 \$14,200-21,300 €12,700-19,000

### Provenance

Private collection, Milan

The present lot has been registered in the Arredoluce Archives, Italy as number 8316655.





### Gio Ponti e il tavolino da caffè

Among the most prolific talents to grace twentieth-century design, Gio Ponti defied categorisation. Though trained as an architect, he made major contributions to the decorative arts, designing in such disparate materials as ceramics, glass, wood, and metals. A gale force of interdisciplinary creativity, Ponti embraced new materials like plastic and aluminium but employed traditional materials such as marble and wood in original, unconventional ways. In the industrial realm, he designed buildings, cars, machinery, and appliances (notably the La Cornuta espresso machine for La Pavoni) and founded the ADI (Industrial Designer Association). Among the most special works by Gio Ponti, however, are those that he made in collaboration with master craftsmen such as the cabinetmaker Giordano Chiesa, who executed the following three lots.

A 1950 *Domus* article described maestro Chiesa as "a man of great experience and infinite resources" who brought "extreme perfectionism and passionate care" to his work (no. 252, p. 29). Indeed, his talent is evident in the supreme craftsmanship of these three tables. Although, fine fabrication was not the ultimate objective for Ponti. As Marco Romanelli wrote, "Gio Ponti learned from craftsmen, from all craftsmen, and then, just as quickly, would forget and surprise again, free to break down those centuries-old barriers that 'know-how' so often erects." (*Gio Ponti: A World*, p. 39)

Lot 5, designed in 1937, shows the classical, yet playful design vocabulary of Ponti's earlier furniture. The following in chronological order is lot 6, a set of three tables from 1948. It takes a traditional material, marble, and gives it an unconventional, modern form, breaking it up into sections that can function together as a single table, or separately as end tables. It was indicative of a larger trend towards multi – purpose furniture – for example, a 1955 *Domus* article published the same modular tables across from Osvaldo Borsani's folding sofa for Tecno. Continuing with the theme of convertible furniture, Ponti designed lot 7 with folding wings. The adaptable design is luxurious in its use of rich, burled veneers, yet playful and unconventional, inviting interaction with the user. As Ponti wrote, "Some enjoyment is not to be excluded in furnishings; it is an ancient tradition."



'Perhaps Italy is destined to make clear which factors in modern life we must rely on in order to recover our lost sense of beauty and promote a new cultural unity'

Gio Ponti

### **5. Gio Ponti** 1891-1979

Important coffee table, circa 1937
Burr walnut-veneered wood, walnut, glass.
40.8 cm (16½ in.) high, 107.4 cm (42½ in.) diameter
Executed by Giordano Chiesa, Milan, Italy.
Together with a certificate of authenticity
from the Gio Ponti Archives.

### **Estimate**

£30,000-50,000 \$42,600-71,000 €38,000-63,300

### Provenance

Private collection, Milan, circa 1937 Private collection, Rome Acquired from the above by the present owner

### Exhibited

'Il Déco in Italia', Chiostro del Bramante, Rome, 20 March-31 June, 2004

### Literature

'In visita alle case', *Domus*, no. 113, May 1937, p. 41, fig. 5
Marco Romanelli, ed., *Gio Ponti: A World*, exh. cat., Design Museum, London, 2002, p. 32
Fabio Benzi, *Il Déco in Italia*, Milan, 2004, illustrated p. 169, fig. 235
Ugo La Pietra, ed., *Gio Ponti: L'arte si innamora dell'industria*, New York, 2009, p. 61, fig. 139

### **6. Gio Ponti** 1891-1979

Rare set of three modular coffee tables, circa 1948 Marble, tubular brass, brass. Each:  $40 \times 63 \times 73$  cm ( $15\frac{3}{4} \times 24\frac{3}{4} \times 28\frac{3}{4}$  in.) Executed by Giordano Chiesa, Milan, Italy. Together with a certificate of authenticity from the Gio Ponti Archives.

### **Estimate**

£30,000-50,000 \$42,600-71,000 €38,000-63,300

### Provenance

Private collection, Voghera, Italy Acquired from the above by the present owner

### Literature

'Tavolino Componibile', *Domus*, no. 303, February 1955, p. 40 Ugo La Pietra, ed., *Gio Ponti: L'arte si innamora dell'industria*, New York, 2009, p. 198, figs. 420-24 for images and drawings





### **7. Gio Ponti** 1891-1979

Unique and important coffee table, circa 1957 Walnut, burr walnut-veneered wood, brass. 37.3 x 150 x 122 cm (145% x 59 x 48 in.) fully extended Executed by Giordano Chiesa, Milan, Italy. Together with a certificate of authenticity from the Gio Ponti Archives.

### Estimate

£30,000-50,000 \$42,600-71,000 €38,000-63,300

### Provenance

Private collection, London

### Exhibited

Liberty, London, 1957

### Literature

'Mobili a Göteborg', *Domus*, no. 307, June 1955, p. 47 for a similar example Marco Romanelli, ed., *Gio Ponti: A World*, exh. cat., Design Museum, London, 2002, p. 68 for a similar example Ugo La Pietra, ed., *Gio Ponti: L'arte si innamora dell'industria*, New York, 2009, p. 196, figs. 413-15 for a similar example Laura Falconi, ed., *Gio Ponti: Interiors, Objects, Drawings*, 1920-1976, Milan, 2010, p. 166 for a similar example

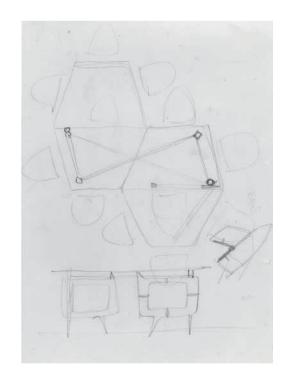


Period image of the present lot, circa 1957 © Salvatore Licitra - Gio Ponti Archives.





Gio Ponti, preparatory drawing for the present model table © Salvatore Licitra - Gio Ponti Archives.







### **8. Pietro Chiesa** 1892-1948

Rare ceiling light, 1930s Tubular brass, brass, coloured glass. 95 cm (37¾ in.) drop, 24.5 cm (9¾ in.) diameter Produced by Luigi Fontana & C., Milan, Italy.

#### **Estimate**

£15,000-20,000 \$21,300-28,400 €19,000-25,300

### Provenance

Private collection, Milan Acquired from the above by the present owner

### Literature

Franco Deboni, Fontana Arte: Gio Ponti, Pietro Chiesa, Max Ingrand, Turin, 2012, fig. 67 for a similar example table lamp

In 1933 Gio Ponti succeeded in his attempt to convince Pietro Chiesa to join him as Creative Director of Fontana Arte. By the time of Chiesa's death in 1948, Fontana Arte had become a worldwide benchmark for Italian design and Chiesa's creations were counted among the 'classics' in the history of design. According to Ponti, Pietro Chiesa's complex personality played an essential role in the success of Fontana Arte. His curious and avid temperament inclined towards the eccentric and rare was an endless source of inspiration for innovative creations; on the other hand, Chiesa's perfectionism and high quality standards impelled the 'Italian quality' trademark internationally, equalising it to the one of countries with a stronger design tradition, such as France and Germany.

As a former master glass maker, Chiesa was a prolific lamp designer. From the timeless elegance of the essential forms he elaborated romantic constructions and even mechanistic fantasies. He produced some of the most iconic lamp designs of Fontana Arte, such as the globe-lamp designed for the Cosulich Shipping Company of Trieste, to which the present ceiling light is closely related.



## Eilleen Gray's B*rick* Screen



Berenice Abbott, portrait of Eileen Gray, Paris, 1926 © Berenice Abbott, Getty Images.

# o• 9. Eileen Gray 1878-1976

Important folding 'Brick' screen, circa 1925 Black lacquered wood, steel, brass. 213.4 cm (84 in.) tall, variable width, as pictured: 177.8 cm (70 in.). Each large brick: approximately 26.7 x 40 x 2 cm (10½ x  $15\frac{3}{4}$  x  $0\frac{3}{4}$  in.)

#### Estimate

£1,200,000-1,800,000 \$1,700,000-2,560,000 €1,520,000-2,280,000 ‡

#### Provenance

Jean Désert, Paris
Jean Badovici, Paris
Mr. & Mrs. Robert Walker, Paris
Private collection
Sotheby's, New York, 'Important 20th Century
Furniture/A Philip Johnson Townhouse',
May 6, 1989, lot 91
Acquired from the above by the present owner

#### **Exhibited**

'Picasso, Braque, Léger and the Cubist Spirit 1919-1939', Portland Museum of Art, Portland, Maine, June 29-October 20, 1996

#### Illustrated

Philippe Garner, *Eileen Gray: Designer and Architect*, Cologne, 1993, front cover, p. 48, fig. 5 Kenneth Wayne, *Picasso*, *Braque*, *Léger and the Cubist Spirit 1919-1939*, exh. cat., Portland Museum of Art, Portland, 1996, p. 45
Peter Adam, *Eileen Gray: Architect/Designer*, New York, 2000 (rev. ed.), p. 123, cat. rais. no. 3.4
Peter Adam, *Eileen Gray: Her Life and Work*, Munich, 2008, p. 263
Roger Griffith, Margo Delidow, and Chris McGlinchey, 'Peeling back the layers: Eileen Gray's brick screens', *Studies in Conservation*, vol. 57, 2012, p. S133, figs. 3-4
Jennifer Goff, *Eileen Gray: Her Work and Her World*, Sallins, 2015, p. 17, fig. 7



The present screen is listed as object number 3.4 in Peter Adam's Catalogue Raisonné of Eileen Gray's freestanding furniture published in both his original 1987 and revised 2000 editions of *Eileen Gray: Architect/Designer.* Adam notes the provenance as Jean Badovici's rue Chateaubriand apartment, which Gray designed for the Romanian architect in the late 1920s.

Unique in its configuration, and among the largest examples, the present screen is composed of thirty-six full bricks with raised panels on either side and eight half-bricks, all forty-four of which are held together by threaded mild steel rods surmounted by domed brass spanner nuts of the same design as those on Gray's "Transat" chair (circa 1926-1930), also owned by Badovici.

In 2012 a team of conservators lead by Roger Griffith of the Museum of Modern Art's Conservation Department completed an exhaustive survey of four 'Brick' screens, including the present lot. Samplings of this screen revealed the presence of two historic layers of *urushi* lacquer dating to the 1920s, over which appears a later layer of cellulose nitrate and lamp black, likely dating to the 1970s when Eileen Gray organized the restoration of most extant screens.

'Brick' screens are in the permanent collections of the National Museum of Ireland, Dublin; The Museum of Modern Art, New York; the Virginia Museum of Fine Arts, Richmond; and the Victoria and Albert Museum, London. The first three of these screens were included in Griffith's 2012 study and also show evidence of 1970s layers.

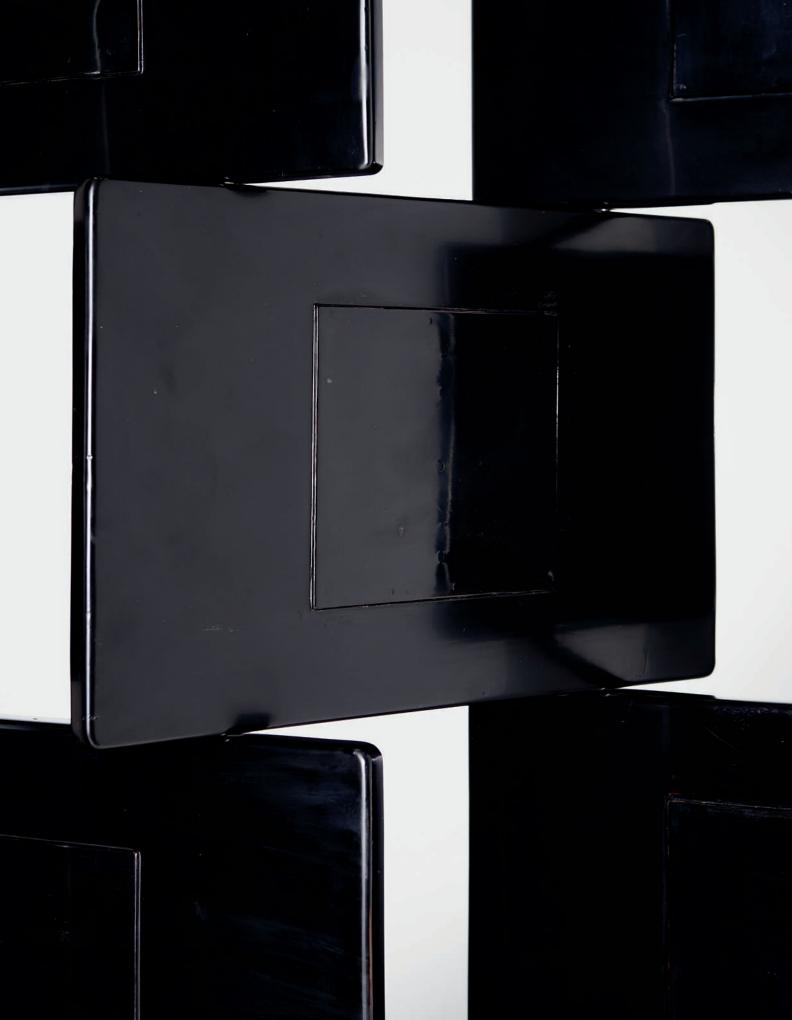
In an undated letter to her niece Prunella Clough, Gray claimed to have produced only ten 'Brick' screens, as noted by Dr. Jennifer Goff, Curator of the Eileen Gray collection at the National Museum of Ireland (*Eileen Gray, Her Work and Her World*, 2015, p. 441). Of this small group, the present lot dates to the earliest years of production in the mid-1920s. Known informally as The Badovici Screen, it was reputedly purchased by its first owner from Gray's Paris gallery Jean Désert, as stated by Philippe Garner in his notes accompanying Christie's sale of another screen from the Château de Gourdon collection in 2011. The present screen was later acquired in the 1970s by Mr. and Mrs. Robert Walker, renowned collectors of Gray's work, who installed it in their Paris apartment.

Please note this lot has been requested by Cloé Pitiot, curator at the Centre Pompidou, Paris, for 'Eileen Gray', her fall 2018 exhibition scheduled for The Bard Graduate Center, New York.



Eileen Gray, hallway for Juliette Lévy's apartment, rue de Lota, Paris, circa 1922.





# 'The screens are a revolt'

Eileen Gray

'The screens are a revolt', declared Eileen Gray to her niece, the artist Prunella Clough, in a 1971 letter now in the National Museum of Ireland. A sharp retort to the prevailing tastes of the day, Gray's lacquered 'Brick' screens of the 1920s eschewed Art Deco's burly ornamentation and volumetric curves in favour of stricter geometry, an abiding interest since childhood. A high-water mark of Gray's fervid output between the wars, her folding screens affirmed a streamlined economy more in keeping with Modernist predilections. But Gray was loath to be 'absorbed' into any one movement. She bristled at the pundits of perpendicularity—Le Corbusier in particular—when she wrote, 'A house is not a machine to live in. It is the shell of man, his extension...his spiritual emanation.'

As a further rejoinder to Modernism, Gray aspired to the allure and beauty of details and rich finishes—not to their elimination—as evidenced by the use of urushi lacquer and raised central panels on either side of the present screen. Whereas her Modernist peers advocated a rejection of obsolete styles and timeworn methods, Gray embraced venerable traditions, notably that of Asian lacquer, which she first encountered as a fine art student at London's Slade School in 1900. Her early interest in the medium bloomed into devotion after she moved to Paris and met her mentor, the young Japanese lacquer artist Seizo Sugawara (1884-1937). In subsequent decades Grav employed lacquer to masterful effect on her signature works, from 'The Lotus Table', her 1913-15 tour de force for couturier Jacques Doucet, to the Maharaja of Indore's more starkly modern 'Transat' armchair (1930), which sold at Phillips, New York, for \$1,538,500 in December 2014.

Gray's small series of freestanding 'Brick' screens from the 1920s followed from her first major interior, a seminal commission for Paris milliner Madame Juliette Lévy. Between 1918 and about 1922, Gray designed nearly every aspect of Lévy's apartment on the rue de Lota in the 16th Arrondissement—furniture, lighting, wall treatments, rugs, textiles. From this axis mundi of pre-war design emanated a covey of Gray's most storied works, including the lacquered 'Pirogue' daybed, alert on its dozen legs, and her unique 'Dragon Armchair', its arms and base formed from two coiling serpents. The latter sold in February 2009 in the Yves Saint Laurent and Pierre Bergé collection at Christie's Paris for €21,905,000, the highest price paid at auction for a work of twentieth-century design. In contrast to these zoomorphic objects, Gray lined Lévy's bedroom hallway with a series of rectangular lacquered panels set like a 'running bond' pattern of bricks, some of which projected at right angles from the wall. Gray's practical attempt to hide the hallway's original mouldings and to animate its flat walls owed a debt to Cubism, then still a vital movement, which she greatly admired.



Le Corbusier, Yvonne Gallis and Jean Badovici at E.1027 © FLC/DACS, 2016.

'The role of the artist is to anticipate the eternal movement of emotions, to express the secret relations between man and the universe'

Jean Badovici

Romanian critic and architect Jean Badovici (1893-1956), who befriended Gray at this fruitful juncture in her life, praised her abilities when he profiled her in a 1924 volume of L'Architecture Vivante: 'The smallest details in the overall design are rigorously ordered in relation to the whole object and any useless details, which need to be eliminated, are removed.' Badovici might as well have been speaking about the present screen, which he owned. Gray's first freestanding 'Brick' screens, a white pair displayed in Gray's "Bedroom-boudoir for Monte Carlo" at the 1923 Salon des Artistes Décorateurs, represented a sort of Cubist architecture. These nonbuilding structures, an ingenious attempt to extend the walls of the house—the 'shell of man'—and to control the emanation of both natural and artificial light, represented an important step in her full ascension from artisan to architect, a development fully realized in her two extant masterpieces, the Roquebrune-Cap-Martin villa E-1027 (1926-29), which Gray designed for Badovici, as well as Tempe à Pailla (1931-35), her own house.

Jean Désert, the shop Eileen Gray opened in 1922 on the Rue du Faubourg Saint-Honoré, Paris © National Museum of Ireland.





# 10. Maurice Marinot 1882-1960

Chalice, 1923 Acid-etched clear glass. 25 cm (9% in.) high, 12 cm (4¾ in.) diameter Underside acid-etched *marinot*.

#### Estimate

£8,000-12,000 \$11,400-17,000 €10,100-15,200

#### Provenance

Adrien A. Hébrard, Paris Philippe Michelier, Paris Robert Walker Alain Lesieutre, Paris Mel Otterlow Galerie Félix Marcilhac, Paris

#### Illustrated

Félix Marcilhac, *Maurice Marinot, artisan verrier* 1882-1960, Paris, 2013, p. 364, no. 695

The present lot is included as reference number 695 in the catalogue raisonné of works by Maurice Marinot.

Manik Bagh Palace, Indore. 1930

# Yeshwant Rao Holkar II and the Palace of Ideas

by Deepika Ahlawat

The Holkars of Indore were the regional representatives of the vast Maratha Empire which had caused dramatic change in Indian politics, society and culture in the 18th century. Founded by the warrior king Shivaji as a new political order in the late 17th century, the Marathas carved a confederacy, which at its peak controlled a bigger swathe of the subcontinent than any preceding empire.

A concatenation of political circumstance and conflict broke the back of the Maratha confederacy within a century of its formation, but powerful regional generals, amongst them the Gaekwads of Baroda, the Scindias of Gwalior and the Holkars of Indore, continued as influential regional powers in central and western India.

By the early 19th century, most Maratha houses had signed treaties of paramountcy with the East India Company, which allowed them to have a degree of independence as 'native chiefs' within their states.

The Holkars found it difficult to live under this indirect rule of the British, and many rulers from the dynasty had fractious relationships with the Paramount Power. For example, Yeshwant Rao Holkar II (1908-1961) only became the Maharaja of Indore after his father, Tukojirao Holkar II, was deposed and exiled to France in 1926, the second successive ruler to be thus relieved of power. His son assumed full ruling powers at the age of 22 upon his return from England in 1930.



Bernard Boutet de Monvel, Portrait of Yeshwant Rao Holkar II of Indore, circa 1929 © ADAGP, Paris and DACS, London 2016.



Bernard Boutet de Monvel, Portrait of Maharani Sanyogita Devi of Indore, circa 1929 © ADAGP, Paris and DACS, London 2016.

After spending his early childhood in India, Yeshwant Rao had been sent to England to be educated: first at Charterhouse and then at Oxford. It is here, and on his travels to Europe and America, that he acquired his celebrated avant-garde taste. Under the influence of friends like Eckart Muthesius, whom he had met at Oxford, he became an early patron of Modernism, including a collector of the works of the sculptor Constantin Brancusi.

His wife, Sanyogita, to whom he had been married in 1924 at the age of 16, had also been educated in England by the Indore State so that she could prove a suitable companion for him. However, rather than preparing them for a life in India, this arrangement gave the royal couple a taste for the free, cosmopolitan life afforded by the European capitals, and a reluctance to return to the duty-filled and tradition-bound life in Indore. The young couple went on frequent tours abroad, becoming enthusiastic patrons of western artists, designers, jewellers and couturiers until the death of Maharani Sanyogita in 1937.

However reluctant Yeshwant Rao was to stay in India, he did make a sustained effort to modernise his state, starting a series of public works including roads, hospitals, schools, a university, an airport and introducing modern laws in the labour sector.

Manik Bagh, designed and built by Muthesius, was started in 1930 as a reminder of the avant-garde world of ideas and friends the Maharaja had left behind in the west. It was an homage to a break from tradition, from a conformity of taste and politics and from the aged orient of his perception. It was thus both a celebration and a rebellion.

Eckart Muthesius, Banquet Hall of the Manik Bagh Palace, Indore © DACS, 2016.

Manik Bagh was new, modern and innovative. It had electric fittings, air conditioning, hydraulic doors in metal frames, serene bathrooms equipped with modern plumbing and lined with opaline tiles and a kitchen with modern refrigeration.

Muthesius brought in collaborators from his avant-garde world including icons of Modernism such as Le Corbusier, Eileen Gray, Charlotte Perriand as well as Émile-Jacques Ruhlmann and Ivan da Silva Bruhns to design and make the interior fittings for the new project. Everything, including rugs, furniture, light fittings, decorations and even the dinner plate and cutlery was carefully considered, an ideological and aesthetic whole, which could perhaps best be appreciated if viewed against the extravagant ostentation of the Bavarian style Laal Bagh Palace that had been built by Yeshwant Rao's predecessors.

Muthesius, meanwhile, using his royal friend's contacts began to acquire projects in other princely houses. However, this insertion of avant-garde Modernism into India was cut short by the outbreak of the Second World War, when he was forced to leave India.



Constantin Brancusi studying the grounds for the never realized Temple of Meditation on the shore of the holy Narbada river in memory of the deceased Maharani Sanyogita, wife of Rao Holkar II. Unknown photographer.

Today this iconic building serves as the office of the Customs and Excise Department, its elegant rooms fractured by office partitions, its Deco light fittings empty and staring, and its bathrooms used as storage for old files. On the wall of the director's office is a map of the erstwhile Indore State, attached in relief to the cream walls, defiantly inerasable.

Only the library annexe, still in the family, continues to harbour the restful environment that the Maharaja and Muthesius had tried to create through the medium of modernity. The knotted fringe curtains, the faded, noise-damping carpets, the perfectly designed card tables, and Yeshwant Rao's collection of books on philosophy, politics and spiritualism, are even today overseen by the limpid gaze of his beautiful wife as she gazes down from her oil and canvas likeness.

It is in this room that one realises why this environment, so familiar to us from the modern home of today, has a pioneering status in architectural history. It was, after all, the home of tomorrow, made yesterday.

#### DA

March 2016



Eckart Muthesius holding his camera, probably sailing the Suez Canal. Unknown photographer.



Bernard Boutet de Monvel, Portrait of Maharani Sanyogita Devi of Indore in traditional Maratha Dress, circa 1929 © ADAGP, Paris and DACS, London 2016.





# II. Eckart Muthesius 1904-1989

Important sideboard, designed for the Maharaja of Indore's Banquet Hall, Manik Bagh (Garden of Rubies) Palace, Indore, circa 1931
Stained American walnut, sycamore, aluminium.
94.8 x 299.8 x 51 cm (37% x 118 x 20% in.)
Executed by Tischlerei Johann Eckel, Berlin-Lankwitz, Germany. Bow of key modelled with the Maharaja's monogram YH.

#### **Estimate**

£300,000-500,000 \$426,000-710,000 €380,000-633,000

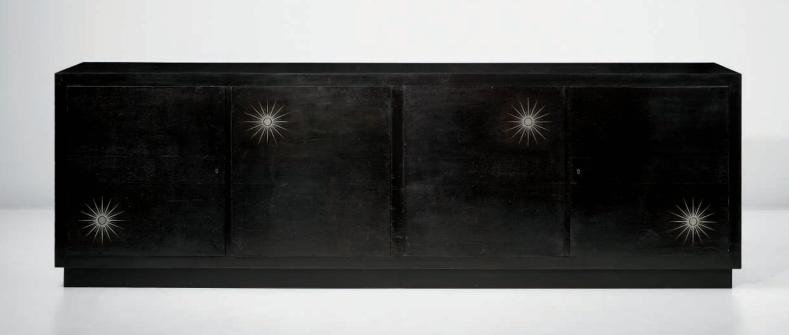
#### Provenance

Maharaja Yeshwant Rao Holkar II of Indore, Manik Bagh Palace, Indore, India Acquired from the above, private collection, 1980s Thence by descent to the present owner

#### Literature

'Indisches Märchenschloß 1933, Eine Berliner Architekt baut den Palast des Maharadschas von Indore', Berliner Illustrierte Zeitung, no. 46, November 1933, n.p. for the sideboard in situ Agnolodomenico Pica, 'Eckart Muthesius in India, The avant-garde meets history', Domus, no. 593, April 1979, p. 7 for the sideboard in situ Patricia Bayer, Art Deco Interiors, London, 1990, pp. 138-39 for the sideboard in situ Costantin Brancusi 1876-1957, exh. cat., Musée National d'Art Moderne, Centre Pompidou, Paris, 1995, p. 272 for the sideboard in situ Reto Niggl, Eckart Muthesius 1930: The Maharaja's Palace in Indore, Architecture and Interior, Stuttgart, 1996, p. 82 for the sideboard in situ Reto Niggl, Eckart Muthesius: India, 1930-1939, Berlin, 1999, p. 58 for the sideboard in situ Le Palais Du Maharadjah D'Indore, photographs, exh. cat., Galerie Doria, Paris, 2006, pp. 63, 65, 107 for the sideboard in situ Amin Jaffer, Made for Maharajas, A Design Diary of Princely India, London, 2006, p. 267 for the sideboard in situ

Phillips wishes to thank Vera Muthesius for her assistance with the cataloguing of the present lot.

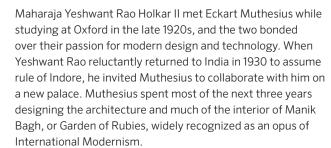




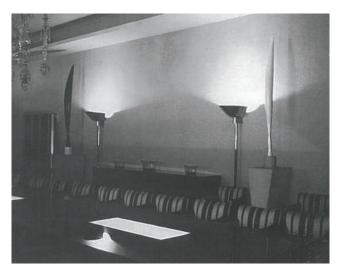
Eckart Muthesius, Banquet Hall of the Manik Bagh Palace, Indore © DACS, 2016.



Yeshwant Rao Holkar II personal monogram.



Inspired by his father Hermann and his godfather Charles Rennie Mackintosh, Muthesius' design philosophy united elegance, simplicity, and comfort with the emerging Modern style (Reto Niggl, Eckart Muthesius 1930: The Maharaja's Palace in Indore, Architecture and Interior, Stuttgart, 1996, p. 11). The majority of Muthesius' furnishings for Manik Bagh were produced in Germany. Before filling three ships to Indore, he exhibited designs and architectural plans for the palace in a Berlin exhibition that was lauded by the press (ibid, p. 22). For the palace interior, the architect collected examples by European masters such as Marcel Breuer, Le Corbusier, Charlotte Perriand, and Emile-Jacques Ruhlmann in addition to his own work. Manik Bagh was completed after several years, emerging as a locus of design at the transitional moment when the sumptuous surface decoration that typified the 1920s was propelling toward simple, functional forms made of industrial materials. Particularly avant-garde for India, the grand yet intimate palace, was a landmark of burgeoning modernism. It was pictured in magazines throughout the world in the 1930s (ibid, p. 8).



Constantin Brancusi, two marble versions of *Bird in Space* showing on each side of the present model sideboard, Banquet Hall of the Manik Bagh Palace, Indore, 1968 © ADAGP, Paris and DACS, London 2016.

(Right) The key to the present lot with Yeshwant Rao Holkar II personal monogram.





Shortly after the completion of Manik Bagh, Muthesius documented his results in photographs, where the present lot is recorded in situ. This is one of two sideboards designed for the magnificent banquet hall located on the ground floor. Like the rest of the palace, the space was dominated by a rectilinearity softened with colour, lighting, and textiles. An expansive black-stained wooden table topped with a thick layer of glass stretched the length of the room on a travertine floor. The glass tabletop, set with tableware by Jean Puiforcat, featured recesses for flower arrangements that were illuminated from below. Thirty chairs upholstered in golden yellow, surrounded the dining table and echoed the colour of the floor-length silk curtains. The sideboards were flanked with polished nickel and brass wall lamps, later joined by a pair of Constantin Brancusi sculptures. The Maharaja is known for his long patronage of his friend Brancusi, who was also acquainted with Muthesius. During a visit to Brancusi's studio in 1933, the Maharaja reserved two marble Bird in Space sculptures for the palace banquet hall to accentuate the Muthesius sideboard (pictured).

Since the establishment of the Raj in the mid-nineteenth century, Indian palaces had incorporated Western design into vernacular traditions. The combination of East and West is exemplified in the present lot through the integration of opulent details that embrace the legacy of royal India in a modern, industrial aesthetic. This simple form with luxurious accents embodies Muthesius' approach to the entire palace. Executed by Tischlerei Johann Eckel, the black-stained American walnut and sycamore sideboard is sleek and solid. The smooth surface and block-like form reflect Modern design and the inlayed aluminium suns are the only ornamentation. While aluminium was a material that symbolised technological progress, the delicate inlay technique draws from centuriesold fine furniture traditions. The sun motifs with the thin, alternating long and short rays recall the Sun as Rajputs from which the Holkar's of Indore claim descent and why the symbol was depicted within the monogram that Muthesius redesigned for Yeshwantrao Rao Holkar, seamlessly fitting with his modern sensibilities. Muthesius' photographs of the dining room captured how the aluminium suns glowed against the background in the indirect light of the wall lamps. The bow of the key to the sideboard bears the Maharaja's stylised initials. These elements of customisation and refinement sprinkled throughout Manik Bagh would remind visitors that this very modern home was also a prince's palace.

Man Ray, Maharaja Yeshwant Rao Holkar II and Maharani Sanyogita Devi of Indore, circa 1930 © Man Ray Trust/ADAGP, Paris, and DACS, London, 2016.







#### 12. Ivan da Silva Bruhns 1881-1980

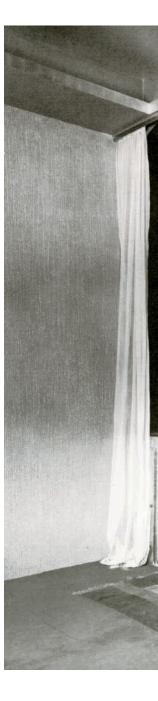
Unique and important carpet, designed for the Maharaja of Indore's bedroom, Manik Bagh (Garden of Rubies) Palace, Indore, circa 1930 Handwoven wool on wool warp. 646 x 331.5 cm (254% x 130½ in.) Produced by Manufacture de Savigny, Savigny-sur-Orge, France. Woven with manufacturer's monogram MS and da Silva Bruhns.

#### Estimate

£400,000-500,000 \$568,000-710,000 €507,000-633,000

#### Provenance

Maharaja Yashwant Rao Holkar II of Indore, Manik Bagh Palace, Indore, India Sotheby's, Monaco, 'Arts Décoratifs du XXe siècle', 11 October, 1987, lot 331 Private collection Sotheby's, London, 'Applied Arts from 1880', 29 March, 1996, lot 289 Acquired from the above by the present owner



### Illustrated

'Indisches Märchenschloß 1933, Eine Berliner Architekt baut den Palast des Maharadschas von Indore', Berliner Illustrierte Zeitung, no. 46, November 1933, n.p. for the rug in situ Robert Descharnes, 'En Indie un Palais 1930', Connaissance des Arts, no. 223, September 1970, pp. 52, 55 for the rug in situ Agnolodomenico Pica, 'Eckart Muthesius in India, The avant-garde meets history', Domus, no. 593, April 1979, p. 8 for the rug in situ Peter Adam, Eileen Gray: Architect-Designer, London, 1987, p. 188 for the rug in situ Yvonne Brunhammer, Les Styles des Années 30 à 50, Paris, 1987, p. 52, fig. 1 for the rug in situ Patricia Bayer, Art Deco Interiors, London, 1990, p. 136 the rug in situ Philippe Garner, Eileen Gray: Designer and Architect, Berlin, 1993, p. 36 for the rug in situ 'Marketplace', Hali, The International Magazine of Antique Carpet and Textile Art, no. 87, July 1996, p. 160 Reto Niggl, Eckart Muthesius 1930: The Maharaja's Palace in Indore, Architecture and Interior, Stuttgart, 1996, pp. 74-75 for the rug in situ 'Art Deco Masterworks, The Carpets of Ivan da Silva Bruhns', Hali, The International Magazine of Antique Carpet and Textile Art, no. 105, July-August 1999, p. 80 Reto Niggl, Eckart Muthesius: India, 1930 - 1939, Berlin, 1999, pp. 70-71 for the rug in situ Christopher Farr, Matthew Bourne, Fiona Leslie, Contemporary Rugs, Art and Design, London, 2002, p. 26, fig. 18 'The Fabled Manik Bagh, A Muthesius-Designed Palace for the Maharaja of Indore', Architectural Digest, May 2002, p. 106 for rug in situ Le Palais Du Maharajah D'Indore, photographs, exh. cat., Galerie Doria, Paris, 2006, pp. 89, 91 for the rug in situ Peter Adam, Eileen Gray: Her Life and Work, Munich, 2008, front cover p. 96 for the rug in situ Eileen Gray sous la direction de Cloé Pitiot, exh. cat., Centre Georges Pompidou, Paris, 2013, p. 69 for the rug in situ



The present lot in situ, Manik Bagh Palace, photographed by Eckart Muthesius, 1933 © ADAGP, Paris and DACS, London 2016.

# The Manik Bagh carpet

by Fiona Leslie

This stunning hand-woven carpet was commissioned and made for the bedroom of the Maharaja Yeshwant Rao Holkar II (1908-1961) of Indore, as an expression of his personal taste, princely status and intellectual connoisseurship. Created for the Maharaja's new palace, Manik Bagh ('Gardens of Rubies'), in Indore, India, it is one of several commissioned for the palace from the leading Parisian avant-garde carpet designer Ivan da Silva Bruhns (1881-1980). The fantastic building and its progressive design scheme were the product of two bright young visionaries, the Maharaja and the German architect, Eckart Muthesius (1904-1989) whom he serendipitously met whilst at Oxford University. The resulting Manik Bagh (1930-1934) was a unique example of chic International Modernism in Asia.

The Maharaja and his beautiful wife, Maharani Sanyogita Devi (d. 1937) of Indore, travelled to Europe for an English education in 1925. They made an elegant and glamorous couple, enjoying the extravagances of high society and developing a taste for European Art Deco. On returning to Indore to succeed his father in 1930, Shri Yeshwant took with him plans from Muthesius for a new palace suitable for an internationally-educated prince looking to the future of his state and India. Muthesius had grown up immersed in the newly developing ideals and forms of modernism, as propounded by his father, in Glasgow, Berlin, Paris and London. He undertook commissions for eminent patrons in India, promoting the new Modern Style. Together, the royal patron and the enthusiastic architect revelled in creating and collecting pieces which manifested the fusion of traditional craft with the new machine aesthetic.

Manik Bagh was constructed like a Mughal palace around a central garden, but there the comparison with a traditional Indian palace ends. It had the latest in building technology, such as mechanised air-conditioning and tinted window glass with metal frames. The rooms were of a modest size for an Indian royal home, but no expense was spared in using the best-quality materials and craft, combined with newlydeveloping, functional, series-produced manufacture.

Throughout the palace, including the external window shades, the dominant colour theme was of various shades of reds and black. This continued in a more subdued form into the Maharaja's bedroom, and culminated in the largest and most striking piece in the room, the sumptuously-produced carpet designed by da Silva Bruhns. The rich russet reds are reminiscent of the traditional Berber rugs that made a great impact on da Silva Bruhns after he saw them in Paris in 1917. By the early 1920s, his design style had shifted to more geometric and symmetrical compositions, with reduced palette patterns. His reputation flourished. He was commissioned by many artistes-décorateurs and created striking carpets for several exhibits at the 1925 International Decorative Arts Exhibition in Paris, where he won first prize in the textile section. The same year he established a carpet factory in the Parisian suburb of Savigny-sur-Orge. Using the French Savonnerie knot weaving technique, the carpets were made with superb wools shipped from Argentina and Australia. To compensate for the reduced knots, compared with a traditional Persian technique, each knot was made up of ten or more tufts, giving a specifically rich, soft depth to the pile.



Bernard Boutet de Monvel, The Maharaja on Indore in traditional Maratha Dress, circa 1929 © ADAGP, Paris and DACS, London 2016.

(Right) The present lot in situ, Manik Bagh Palace, photographed by Eckart Muthesius, 1933 © ADAGP, Paris and DACS, London 2016.



The luxurious carpet covered the full width of the bedroom (646 cm, 254 3/8 in.) and the area between the doorway and the bottom of the bed. While da Silva Bruhns believed that carpets should be a foil to the furnishings and a subtle support to the room scheme, this expanse of strong floor colour, contrasting with the pale gold and beige tones of the walls and the sparseness of the furnishing, made a great impact on the room's ambience. The pattern of overlaying cubist forms is in a palette of three red tones, from rich russet red to softer salmon pink. These contrast with the black geometric interlocking islands in the centre and the black parallel lines which define the rectangular shape of the carpet. These bold, warm, passionate tones, along with the more masculine use of black, were also prominent in portraits that the Maharaja had painted in his Maratha dress at that time. The same russet reds, which make a striking contrast with the paler white colours of his dress, cushions and draped silks, can be seen in both his investiture costume, which has a red turban with black drop-jewels, and the striking image of him by the society artist Bernard Boutet de Monvel in 1934.

The parallel lines of the carpet mirror and accentuate the horizontal lines in the square forms and long metal handles of the furniture in the room, such as the dressing table in rosewood - designed by Muthesius, along with the lighting. The layout included pieces designed by other leading designers of the day, such as the Transat chair by Eileen Gray (1878-1976) and the now-iconic chrome and leather chaise longue by Le Corbusier (1887-1965) and Charlotte Perriand (1903-1999). The great bed, with its headboard sprayed red and polished duralumin corners, was designed for Manik Bagh by Louis Sognot (1892-1969) and Charlotte Alix (1897-1987). Before being shipped to India, it was exhibited in an ensemble of colonial furniture at the Salon d'Automne of 1930. Indeed, the whole commission was promoted and widely reported as revolutionary, with elegant schemes being transformed by machines. Articles and photographs were published in Paris (Art et Décoration, 1932), India ('Housing India in Modern Style', The Illustrated Weekly of India, 1934) and London (The Studio Yearbook, 1933).

The auspicious Manik Bagh project took nearly a decade to complete, but after his wife died and Muthesius had to leave India in 1939, Shri Yeshwant spent very little time there, and Manik Bagh was left suspended in time until the early 1970s. After the ending of official privileges to maharajas in 1971, the palace became a government building, and many of the beautiful furnishings went to sale at Sotheby's, Monte Carlo in 1980. The bedroom carpet was sold there in 1987, and subsequently at Sotheby's, London in 1996, to the present owner.

**FL** March 2016

# Property of a Gentleman

# 13. Jean-Michel Frank 1895-1941

Table lamp, circa 1927 Glass, bronze, paper shade. 43.5 cm (17½ in.) high including shade Underside of base impressed MADE IN FRANCE. Together with a certificate of authenticity from the Comité Jean-Michel Frank.

#### **Estimate**

£30,000-40,000 \$42,600-56,800 €38,000-50,700

#### Provenance

Private collection, Switzerland Galerie L'Arc en Seine, Paris, 2007

#### Literature

'Une décoration française à San Francisco. Chez M. Templeton Crocker', *Art et Industrie*, May 1929, p. 15 Léopold Diego Sanchez, *Jean-Michel Frank*, Paris, 1997, p. 245 Pierre-Emmanuel Martin-Vivier, *Jean-Michel Frank*: *l'éstrange luxe du rien*, Paris, 2006, pp. 130, 277 Pierre-Emmanuel Martin-Vivier, *Jean-Michel Frank*: un décorateur dans le Paris des années 30, Paris, 2009, p. 84





'I want to see things. I place things in front of me, on the paper, so I can see them. I want to see, therefore I draw. I can see an image only if I draw it'

Carlo Scarpa

#### Property from a Private Italian Collection

# **14. Carlo Scarpa** 1906-1978

Rare mirror, model no. 77, circa 1939 Pesante iridato coloured glass, mirrored glass, brass.  $65.4 \times 59.4 \times 9.5$  cm ( $25\% \times 23\% \times 3\%$  in.) Produced by Venini & C., Murano, Italy. Each brass hanger impressed *VENINI/MURANO*.

#### Estimate

£12,000-18,000 \$17,000-25,600 €15,200-22,800

#### Provenance

Private collection, Italy
Acquired from the above by the present owner

#### Literature

Anna Venini Diaz de Santillana, *Venini Catalogue Raisonné 1921-1986*, Milan, 2000, p. 242, pl. 44D Franco Deboni, *Venini Glass: Its history, artists and techniques, Volume 1*, Turin, 2007, pl. 44D

Created efrea

1925

Rediscovered 2015

## 15. Marcel Coard 1889 - 1974

Important Canapé Gondole, circa 1925 Carved Indian rosewood, Indian rosewood-veneered wood, brass, linen velvet. 92.3 x 247.5 x 87 cm (36 $\frac{3}{8}$  x 97 $\frac{1}{2}$  x 34 $\frac{1}{4}$  in.) Underside impressed twice with M. C. COARD and designer's perroquet mark.

#### **Estimate**

£200,000-300,000 \$284,000-426,000 €253,000-380,000

#### Provenance

Private collection, The Hague Acquired from the above by the present owner, 2010

Phillips wishes to thank Amélie Marcilhac, Membre du Syndicat Français des Experts Professionals for her expertise and her assistance with the cataloguing of the present lot.

### Literature for the Doucet example

Jean-François Revel, 'Un temple de l'art moderne, l'appartement de M.J.D.', Femina, January 1925, p. 30 for the canapé in situ André Joubin, 'Le studio de Jacques Doucet', L'Illustration, May 1930, p. 17 for the canapé in situ Jean-François Revel, 'Jacques Doucet, couturier et collectionneur', L'Œil, December 1961, p. 47 for the canapé in situ Pierre Kjellberg, 'Art Déco: Les artistes d'avant-garde Marcel Coard, Djo Bourgeois', La Gazette de l'Hotel Drouot, 12 December 1980, p. 40 Pierre Kjellberg, Art Deco, les Maitres du Mobilier, Paris, 1981, p. 11 for the canapé in situ Alistair Duncan, Art deco furniture, the French designers, New York, 1984, p. 21, fig. 7 François Chapon, Mystère et splendeurs de Jacques Doucet 1985-1929, Paris, 1984, p. 224 for the canapé in situ Frederick R. Brandt, 'Art Deco: Patrons and Designers', Apollo, December 1985, p. 461, figs. 2-3

Frederick R. Brandt, Late 19th and Early 20th Century Decorative Arts: The Sydney and Frances Lewis Collection in the Virginia Museum of Fine Arts, Richmond, Virginia, 1985, p. 217, no. 88 Évelyne Possémé, Le Mobilier Français 1910-1930, Paris, 1999, p. 19 for the canapé in situ, p. 185 Victor Arwas, Art Deco, New York, 2000, p. 80 Alistair Duncan, Art Deco, Encyclopédie des arts décoratifs des années vingt et trente, Paris, 2010, p. 10 Amélie Marcilhac, Marcel Coard Décorateur, Paris, 2012, p. 62, p. 63 for the canapé in situ Jean-Louis Gaillemin, Félix Marcilhac, Passion Art Déco, Paris, 2014, p. 73 for the canapé in situ Jared Goss, French Art Deco, New York, 2014, p. 135 for the canapé in situ Jacques Doucet-Yves Saint Laurent-Vivre Pour l'Art, exh. cat., Fondation Pierre Bergé Yves Saint Laurent, Paris, 2015, pp. 30 for the canapé in situ, pp. 66-67



# Marcel Coard's 'Canapé Gondole'

# by Amélie Marcilhac

Jacques Doucet, the great couturier and patron of the arts, was among the most iconic figures of the Art Deco period. From 1928, his studio on rue Saint-James in Neuilly was a theatre of artistic revolution, as avant-garde in furniture as it was in pictures. His objective was to provide a showcase that would inspire creativity and expression among his protégés. Pablo Picasso's "Les Demoiselles d'Avignon", the most telling example, hung above Joseph Csaky's stairwell and jealously watched over this hotbed of creativity.

Marcel Coard was among the elite decorators and artists chosen by this patron; discovered by Doucet in 1914, Coard created for him that year a bombé vitrine in Macassar ebony, ivory, and mother-of-pearl which now resides in the Musée des Arts Décoratifs, Paris.

Though Marcel Coard had his own style, the influence of his patron is evident in the works he created for him. As was his way with the great majority of artists working for him, Doucet influenced his commissions with his own style and tastes, going beyond mere sponsor to play the role of guide and master of the arts. Whereas gilding and curves predominated in his studio on the avenue du Bois (his earlier residence), at his studio on rue Saint-James he gave pride of place to primitive art, and their geometric and rustic aesthetic provided new sources of inspiration to the decorators and artisans, allowing them to imagine new revolutionary forms all the while favouring the use of precious materials.



Portrait of Marcel Coard









Portrait of Jacques Doucet

In this way, Coard created for the couturier a work that was the perfect synthesis of these two influences. Around 1924, he created the famous canapé gondole that was displayed on the avenue du Bois. It was reproduced in 1925 for an article in Fémina, before being installed in the provocative rue Saint-James salon in 1928. This Indian rosewood canapé, inlaid with two rows of ivory and entirely covered in strips of wood carved to resemble basketry, is a supreme achievement on the part of the ébéniste. The two front feet are rounded in accordance with the ovoid aesthetic and are accentuated by the two quadrangular rear feet and are only polished on the front so as not to weigh down the aesthetic. This canapé achieved the second-highest price at the auction of Doucet's estate, which took place in Paris on November 8th, 1972, surpassed only by an Eileen Gray screen. Today in the Virginia Museum of Fine Arts, Richmond (VMFA), this canapé is the quintessential Art Deco object, a celebration of Marcel Coard at the height of his powers.

Coard also created four brass vitrines for Doucet, two of which were published in *L'Illustration* in May 1930. While the pieces imagined and created for Jacques Doucet are unique, as much in their forms as in their materials, similar vitrines were also made around 1925 for Paul Cocteau, the great Parisian stockbroker and friend of Doucet. However, Coard modified the materials by only using parchment on the top part and not on the entire piece like on those he designed for the couturier.

The present gondola canapé is the only other example in which Marcel Coard duplicated a model previously created for Doucet. It has the same carved basketwork-motif over the entire structure and a similar base and seat and shows only one significant change: on the present model the ivory has been replaced in favour of silvered bronze (today oxidised to a deep colour) in order to underline the structure of the canapé and to highlight the front feet. Though less African, this choice allowed the designer to emphasise the strong contrast between the dark brown of the rosewood and the whiteness of the silvered bronze, contrasts which he would hold dear throughout his career, playing with inlays of lapis lazuli, mother-of-pearl, malachite, and again ivory.

Only someone in Doucet's own circle, close to Coard, could have commissioned this work and would have been able to honour the designer with such an order. Doucet's Paris milieu was very select and exclusive, and he surrounded himself with eminent figures such as André Breton and André Suarès, who consulted him on art purchases from all genres. The proportions of the canapé as well as its cushions, back, and base are extremely similar to the canapé in the VMFA. With the exception of the use of silvered bronze instead of ivory, the present model is a mirror image of the sofa created for Jacques Doucet.

The origin of the commission is not known today, despite extensive research in The Hague. However, the decorator's stamp, which appears in two places on the canapé, as on another piece created for Jacques Doucet, allows us to date this piece to around 1925-1928. The present canapé and the one commissioned by Jacques Doucet are the only known versions of this model.

### Amélie Marcilhac

March 2016

Jacques Doucet's studio in Neuilly, L'Illustration, 1930





# **16. Palle Suenson** 1904-1987

Pair of large wall lights, designed for the canteen, Aarhus Oil Factory A/S, circa 1940 Painted aluminium, brass, opaque glass. Each:  $28.5 \times 26.3 \times 27.5$  cm ( $11\frac{1}{4} \times 10\frac{3}{8} \times 10\frac{7}{8}$  in.)

#### Estimate

£12,000-15,000 \$17,000-21,300 €15,200-19,000

### Provenance

Aarhus Oil Factory A/S, Aarhus, circa 1940

# 17. Alberto Giacometti 1901-1966

Chess set, 1946-1947 Glazed terracotta. Largest: 13.7 cm (5¾ in.) Smallest: 7.6 cm (2½ in.) Together with a certificate of authenticity from the Giacometti Commitee.

### Estimate

£40,000-60,000 \$56,800-85,200 €50,700-76,000

#### Literature

Louis Cheronnet, *Jacques Adnet*, Paris, 1948, pl. 35 Waldemar-George, 'Échec et Mat', *Art et Industrie*, no. 19, December 1950, p. 21





Alberto Giacometti, Annette IV, 1962, cast 1965 © The Estate of Alberto Giacometti (Fondation Giacometti, Paris and ADAGP, Paris), licensed in the UK by ACS and DACS, London 2016.

Alberto Giacometti, one of the most influential sculptors and painters of the 20th century, showed an early understanding of the dialogue between popular culture's interest in games and art. Many artists engaged with Surrealism embraced games as a system of experimentation, attempting to escape what they knew and explore their imagination. In the thirties, having met the Surrealists, Louis Aragon, Andre Breton and Salvador Dali, Giacometti began constructing sculptural game boards such as On ne joue plus, 1932, incorporating miniature figurines into a projected reality. The present lot is a development from these early minimalistic boards and sees Giacometti's figurines brought together into a traditional chess set. Giacometti "wanted to be able to sit, walk, and lean on the sculpture", the literal movement essential to the game of chess invites the sort of physical connection that Giacometti sought in his work.

The present chess set is an exceptionally rare œuvre by Alberto Giacometti and is known to have been made for the decorator Jacques Adnet. The chess set made with the artist's interpretive quality, presents thirty-two chess pieces, sixteen of which are dark red instead of the traditional white. The individual pieces are not functional for the purpose of the game, and instead become sculptures in their own right. Annette, Alberto's model, muse and future wife met Giacometti in Geneva during the Second World War. In 1946, around the time this work was conceived, Annette joined him in Paris. Annette lies at the heart of Giacometti's female figure in his most celebrated sculptures and portraits. In the present lot, the bust of the queen in the chess set is reminiscent of some of Giacometti's most notable female compositions.



# 18. Diego Giacometti 1902-1985

'Feuilles' table, circa 1968 Patinated bronze, glass.  $72.6\times60.1\times46.9\,\text{cm}\,(285\%\times235\%\times181\%\,\text{in.})$ 

### **Estimate**

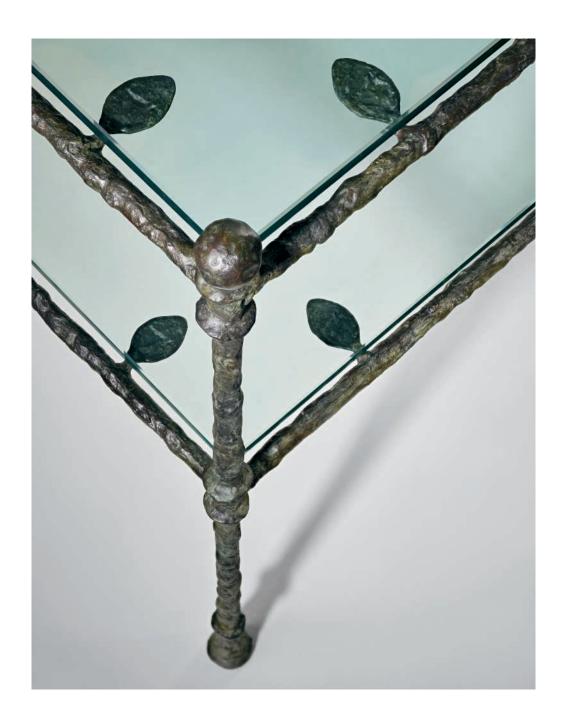
£70,000-90,000 \$99,400-128,000 €88,700-114,000

### Provenance

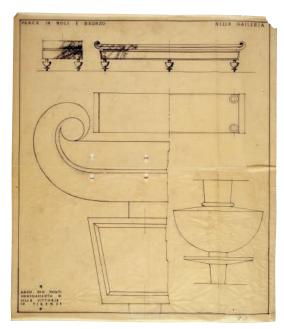
P.P., France, acquired directly from the artist, circa 1968 Thence by descent Acquired from the above by the present owner

### Literature

Michel Butor, *Diego Giacometti*, Paris, 1985, n.p.
Daniel Marchesseau, *Diego Giacometti*, Paris, 1986, p. 140 *Diego Giacometti*, *Möbel und Objekte aus Bronze*, exh. cat.,
Museum Bellerive, Zurich, 1988, p. 54. fig. 32, cat. 22







Gio Ponti, technical drawing of the present model bench, 1930. © Salvatore Licitra - Gio Ponti Archives.

# 19. Gio Ponti 1891-1979

Rare bench, designed for the Antica Quadreria, Contini Bonacossi Palace, Florence, 1930 Stained walnut, stained walnut-veneered wood, brass. 47.2 x 225.5 x 61.4 cm ( $18\frac{5}{8}$  x  $88\frac{3}{4}$  x  $24\frac{1}{8}$  in.) Executed by master cabinetmaker Magnoni, for Quarti, Italy. From the production of 4. Underside with metal label with facsimile signature Gio Ponti. Together with a certificate of authenticity from the Gio Ponti Archives.

# Estimate

£35,000-45,000 \$49,700-63,900 €44,300-57,000

### Provenance

Antica Quadreria, Contini Bonacossi Palace, Florence, 1930

### Literature

'Alcuni mobili di Tomaso Buzzi e di Gio Ponti nella dimora dei Conti C. in Firenze', *Domus*, no. 71, November 1933, pp. 580-81

Irene de Guttry and Maria Paola Maino, *Il mobile déco italian*o, Bari, 1988, p. 215, fig. 21 Ugo La Pietra, ed., *Gio Ponti: L'arte si innamora dell'industria*, New York, 2009, pp. 53, figs. 115, 119-21 for images and technical drawings

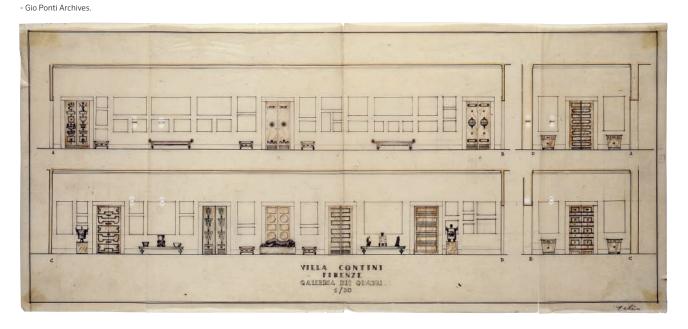




'I always think of the infinity possibilities of art: even if people have been coming up with endless designs for centuries, there is always room for new designs, for your own design. There will never be a final design'

Gio Ponti

Gio Ponti, floor plan of the Antica Quadreria, Contini Bonacossi Palace, 1930 © Salvatore Licitra



## Property from a Private Italian Collection

# **20. Gio Ponti** 1891-1979

Early ceiling light, circa 1931 Chromium-plated metal, opaque glass. 50 cm (19% in.) high, 50 cm (19% in.) diameter Manufactured by Luigi Fontana & C., Milan, Italy.

### Estimate

£10,000-15,000 \$14,200-21,300 €12,700-19,000

### Provenance

Private collection, Ferrara Acquired from the above by the present owner

### Literature

'Alcuni negozi moderni in Italia', *Domus*, no. 80, August 1934, p. 40, figs. 1-2 for a larger example Lisa Licitra Ponti, *Gio Ponti: The Complete Work* 1923-1978, London, 1990, p. 49 for a larger example Ugo La Pietra, ed., *Gio Ponti: L'arte si innamora dell'industria*, New York, 2009, p. 70, fig. 166 Laura Falconi, ed., *Gio Ponti: Interiors*, *Objects*, *Drawings*, 1920-1976, Milan, 2010, pp. 64-65 for a larger example



# Good Night and Good Luck

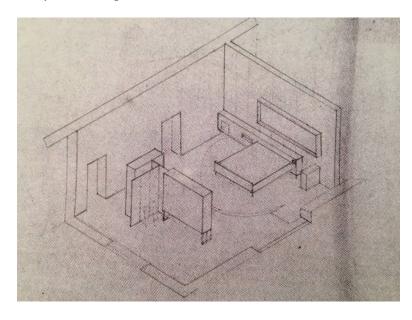
# by Elisabetta Terragni

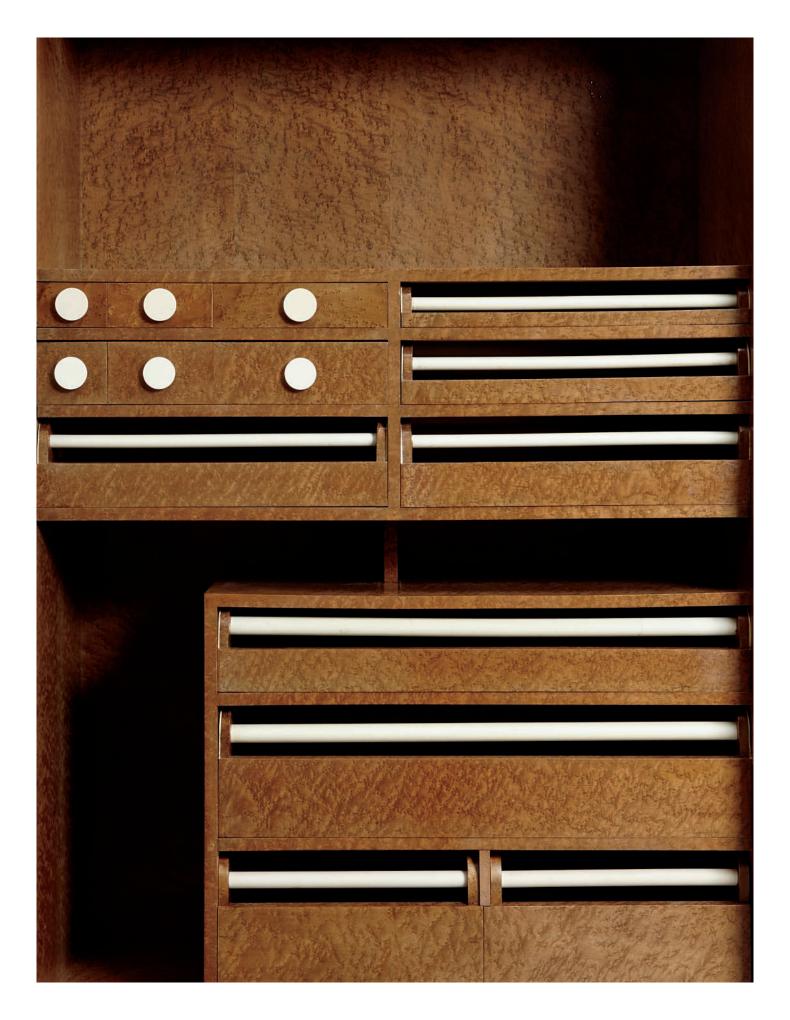
Giuseppe Terragni rarely let an opportunity go by without testing his ideas. How could he turn down a commission from a young entrepreneur when his client's father had already entrusted him with the task of designing a family tomb in the Como Cemetery? Terragni entered into the story of the Stecchini family and remained a respectful visitor after shaping the most intimate settings for them. The bestowal of trust, to build a memorial to the departed Stecchini, was now extended to shaping a place for the living. A tomb lasts for generations, while apartments are often changed, but having designed the former, Terragni was now to move even closer to the family with the latter. Perhaps the ephemeral dwelling might even outshine the perennial resting place.

The Stecchini Tomb had held its silent vigil for years in the local cemetery on the shady Western slopes of Como, when Terragni reentered the family's orbit in 1936 to renovate their villa on the sunny Eastern side of town. The Stecchini occupied a villa in which Terragni was only expected to improve circulation and existing spaces. Following his natural inclination, however, the project grew more elaborate as soon as he put his mind to it. He may have been toying with the possibility of refurbishing the whole house, but he certainly dedicated a lot of effort to the design of the bedroom. The master bedroom turned into a nutshell, cradling his fondest ideas about making things. In 1936 Terragni was not a twenty-six year old architect trying to

sharpen his vocabulary, but a master with his own language: The Casa del Fascio, his defining building in Como, is about to be finished and he is already in the throes of another project, the Sant'Elia Kindergarten, soon to be recognised as another masterful accomplishment. In the design of these two buildings, Terragni had neglected nothing, caring for every detail, yet keeping his guiding idea on a firm keel: lucid in every part and tightly interlocked, no technical contraption is lacking, every choice made with utmost precision. Naturally, his attention does not slacken when it comes to furnishings, chairs, tables, blackboards and lamps. Every one of them is custom-made by trusted fabricators. He designs them down to joints and grooves, often at full scale, because only flawlessly executed does he consider his ideas fully realised. There is no break in scale or character, no distinction in quality among the parts. It does not matter whether he scales a school for children or caters to the expectations of a businessman. Physical stature varies, but accurate measure remains the key to the reality of experience in both. What an occasion to bend tubular steel, match it with glass and wood to different postures and proportions, and finally cast a colour over them. While many pieces display the hard materials and edges that became the hallmark of the decade, Terragni's preferences run to surprisingly soft hues. Aquamarine for metal, darker stains for wood furniture and black upholstery with a filament of orange suggesting an almost Pompeian tonality.

Giuseppe Terragni, Perspective drawing for the interior of Casa Stecchini, Como. Courtesy of Elisabetta Terragni





NORU STECCHE

SCALATA

Giuseppe Terragni, Technical drawing of interior Courtesy of Elisabetta Terragni

Customarily Terragni worked on small sheets of paper of unvarying size, tracing few lines and often jotting down notes and questions about materials, colours, and fabrication. Thereafter, a precise set of ink drawings rendered plan, sections, and axonometric views. When he started to deal with a new set of problems, measures change, planes shift, and volumes settle into symmetry. Isn't this precisely the way he is working in architecture, too? Looking at one of his pencil drawings, it can be difficult to guess the scale and purpose of what he drew. As he slides and pulls one element from the initial set through a succession of sketches, he opens up gaps, distances or compresses the parts, building an ensemble that barely holds still. Soon the pieces appear suspended or fixed, some of them denied the movement of others. A dynamic balance counteracts the static distribution of parts. The Stecchini project is no exception. Terragni is creating an interesting occasion to stage his pieces in the layout of the house, so as to turn the ensemble of the bedroom into the fulcrum of the residence. The bedroom becomes less a retreat than a stage for its occupants and the display of their social standing: It is a modern bedroom for a modern couple. As a first step, Terragni detaches the furniture from the walls, seeking to build a calibrated space that never quite settles into equilibrium. We sense a dynamic between the matrimonial bed, raised on a curving platform (recalling Terragni's project for a tailor's shop in Monza), and the obligatory vanity for the lady, dressing rooms for each, and the separate entrances between the couple's armoires. Gendering the parts and providing distinctive elements for each spouse, produces an architectural ensemble that escapes the grip of symmetry and defies a purely formal equivalence of its parts. Instead, an articulated correspondence also provides for different requirements inside the cupboards. Their externally symmetrical doors reveal in fact a highly differentiated set of internal compartments and drawers in response to the sartorial needs of husband and wife. The bed is framed by a headboard, built-in bedside shelving, and awaiting a large canvas that was however never installed.

Terragni had worked closely with his boyhood friends, the painters Manlio Rho and Mario Radice, when he mounted images in the Casa del Fascio and elsewhere. Surely, at this stage of their own evolution as abstract painters, a canvas by either would have been based on a dynamic conjunction of shapes and colours, echoing the architect's layout of the bedroom as a whole. On a single sheet, Terragni combined an axonometric view with a continuous unfolding of its wall surfaces below. Viewed in conjunction with one another, these drawings affirm the idea of a space containing two 'islands': the bed (with built-in headboard, picture, and night tables) and a free-standing cupboard, fully exposing its four sides and setting off an alcove behind it. It is clear that lining the room with built-ins and isolating the cupboard (not to mention curtains, likely from the owner's mill) introduce subtle subdivisions within the room. The bedroom acquires a fully architectural character as its component parts interact across its space and around the owners.

The clients must have walked a fine line between their desire to lead 'modern lives' and the conventional patterns prevailing in their patrician family. Inasmuch as Terragni's asymmetrical layout did not cave in to the existing space, but injected a strong note of dynamic distinction, he may have strengthened the couple's sense of breaking out of the bounds of the turnof-the-century villa. Countering the uniformity and a certain heaviness in the villa's architecture with machine-milled materials—although flawlessly assembled—, fresh hues and a dynamic set of pieces, he managed to create lightness and variety where convention and symmetry held sway. The project itself, however, remained incomplete, because the clients may have lacked the courage of espousing a lifestyle as up to the times as the architect's proposal. Maybe this is a bedroom in which to spend soul-searching hours and form a new view of the day before dawn.

# ET

March 2016



Giuseppe Terragni, *Casa del Fascio*, Como, 1933 - 1936



# 21. Giuseppe Terragni 1904 - 1943

Bedroom, designed for Casa Stecchini, Como, designed 1936-1937

Bubinga-veneered wood, bird's eye maple-veneered wood, bronze, patinated bronze, gilt bronze, steel, chromiumplated steel, Bakelite.

Single wardrobe: 190 x 117 x 58 cm ( $74\frac{3}{4}$  x 46 x  $22\frac{3}{4}$  in.) Double wardrobe: 190 x 220 x 58 cm ( $74\frac{3}{4}$  x  $86\frac{1}{2}$  x  $22\frac{3}{4}$  in.) Large cabinet: 90 x 191 x 37 cm ( $35\frac{1}{2}$  x  $75\frac{1}{4}$  x  $14\frac{1}{2}$  in.) Small cabinet: 90 x 70 x 32.5 cm ( $35\frac{1}{2}$  x  $27\frac{1}{2}$  x  $12\frac{3}{4}$  in.) Bed: 90 x 208.5 x 221 cm ( $35\frac{1}{2}$  x 82 x 87 in.) Comprising two adjoining wardrobes, one single wardrobe, large cabinet, small cabinet, and bed.

### **Estimate**

£50,000-70,000 \$71,000-99,400 €63,300-88,700 Ω

### Provenance

Stecchini family, Casa Stecchini, via Ferrari, Como, 1936-1937 Thence by descent Acquired from the above by the present owner

### Literature

Raffaella Crespi, *Giuseppe Terragni Designer*, Milan, 1983, figs. 96-97 for a technical drawing of the interior Ada Francesca Marcianò, *Giuseppe Terragni*, *Opera completa 1925-1943*, Rome, 1987, pp. 168-69 for technical drawings of the interior, p. 319 for project notes Giorgio Ciucci, *Giuseppe Terragni*, *Opera completa*, Milan, 1966, pp. 500-501 for technical drawings of the interior Giovanna D'Amia, *Giuseppe Terragni*, *beyond rationalism*, Como, 2003, pp. 54-55







# **22. Serge Mouille** 1922-1988

'Grand Totem' standard lamp, circa 1962 Painted aluminium, painted metal, stained walnut. 170.5 cm (67½ in.) high Manufactured by S.C.M. (Société de Création de Modèles), Paris.

### **Estimate**

£60,000-80,000 \$85,200-114,000 €76,000-101,000 Ω

### Provenance

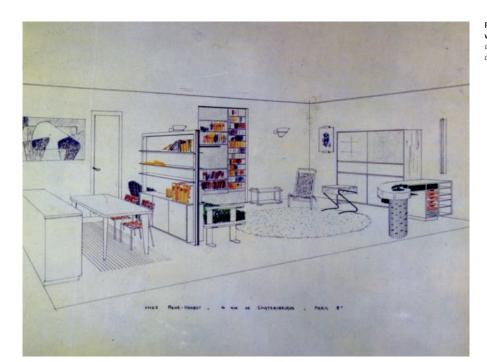
Private collection, Paris Pierre Bergé & Associés, Brussels, 'Design', 9 June, 2010, lot 269

#### Literature

Two Master Metalworkers: Jean Prouvé, Serge Mouille, exh. cat., Anthony DeLorenzo, New York, Alan and Christine Counord, Paris, 1985, pp. 150, 163, 166, 169 Patrick Favardin, Le Style 50, un moment del'art français, Paris, 1987, p. 61 Pierre Émile Pralus, Serge Mouille: A French classic, un classique français, Saint Cyr au Mont d'Or, 2006, pp.100, 104, 106-107, 127, 132, 222-25 for images and a drawing

The 'Totem' standard lamp belongs to the 'Colonnes' (Columns) collection launched in 1961 by the recently founded S.C.M. (Société de Création de Modèles) and presented in 1962 at the Salon des Arts Ménagers. With this series Mouille aimed to accomplish a radical stylistic break with his previous career, dominated by the well-known 'Black Forms'. Contrarily to his former creations, 'Colonnes' displays the rigid geometry of the urban and architectonic aesthetics of the 1960s and includes new industrial materials such as the fluorescent tube.





René Herbst, drawing of an interior with the asymmetric desk © Catherine and Stephane de Beyrie, *La Maison* de Rene Herbst, New York, 1999

## 23. René Herbst 1891-1982

Unique desk, from the architect's residence, Rue de Chateaubriand, Paris, 1949 Mahogany, painted wood, perforated painted steel, nickel.  $73 \times 223.5 \times 128.8$  cm ( $28 \% \times 87 \% \times 50 \%$  in.) Together with an inset wastepaper basket.

### **Estimate**

£20,000-30,000 \$28,400-42,600 €25,300-38,000 Ω

### Provenance

René Herbst, 4 Rue de Chateaubriand, Paris Thence by descent Marie de Beyrie, Paris Stephane and Catherine de Beyrie, New York Acquired from the above by the present owner, New York, 1999

### Exhibited

'la maison de rené herbst, prototypes and rare pieces by rené herbst from 1925 to 1949', Galerie de Beyrie, 29 September-25 November, 1999

### Illustrated

Solange Goguel, *René Herbst*, Paris, 1990, p. 117 for a drawing, pp. 135, 323 for the desk *in situ* Yvonne Brunhammer, *Le Mobilier Français* 1930-1960, Paris, 1997, pp. 132-33 for the desk *in situ* Catherine and Stéphane de Beyrie, *Ia maison de rené herbst*, exh. cat., Galerie de Beyrie, New York, 1999, p. 13 for a drawing, pp. 16-17

René Herbst was a skilled architect and decorator who cannot be confined to a single category. His passionate temperament, fervent curiosity and pragmatic character set a cornerstone in the history of 20th century design. He reacted fiercely against the status quo of decorative arts, heir of the 'arts and crafts' tradition, and defended the need of adapting it to the possibilities of the post-war industry.

"The forms denatured because of the superfluous decorations should be substituted for useful and functional forms. We should advocate for the truth, the simplicity and the coherence. Renovate the lifestyle of the French people, liberating them from a conservative and old-fashioned environment in creating a Universe best adapted to the world by using the new techniques." (Manifesto U.A.M., 1934)

In 1929 Herbst founded the 'Union des Artistes Modernes', together with renowned architects and designers such as Le Corbusier, Charlotte Perriand and Jean Prouvé. He rapidly became the theorist of the movement, encouraging a form of design that responds to real human needs, connecting aesthetic and industry.

This desk is a unique piece produced for the designer's own apartment in Rue de Chateaubriand, Paris, and is an outstanding example of Herbst's aim for adapting furniture to real human needs without neglecting beauty and aesthetics.





'Is there a form of distortion between the feeling of power affirmed by the shape of this table and the propensity of its mirrored surface to blend into its surroundings? Does it not entirely reflect the surrounding space, enabling it to fully occupy the table?'

Martin Szekely

# 24. Martin Szekely b. 1956

'M.L.' table with black top, 2002 Steel, lacquered aluminium. 73.7 cm (29 in.) high, 199.1 cm (78¾ in.) diameter Number 6 from the edition of 8 plus 2 artist's proofs and 2 prototypes. Underside inscribed in marker Martin Szekely/2002/6/8.

### Estimate

£50,000-70,000 \$71,000-99,400 €63,300-88,700 Ω

### Provenance

Galerie kreo, Paris

### Literature

Claire Fayolle, Alison M. Gingeras, and Christian Schlatter, *Martin Szekely*, Paris, 2003, pp. 44-45, 59
Élisabeth Lebovici, Clément Dirié and Martin Szekely, eds., *Martin Szekely*, Zurich, 2010, pp. 93-95
Françoise Guichon, Philippe-Alain Michaud, Martin Szekely, *Martin Szekely: Ne plus dessiner*, exh. cat., Centre Georges Pompidou, Paris, 2011, p. 13

Phillips wishes to thank Aurélie Julien for her assistance with the cataloguing of the present lot.

Paris-based industrial designer Martin Szekely is recognised for the diversity of his designs. The use of reflective materials in the present lot creates an interaction between the volume of the table and its surrounding space. As Élisabeth Lebovici wrote "It is a challenge to find a term for the M.L. table ...that can describe these fully reflective entities as cohesively as they reflect the disparity of the world around them."

# **25.** Max Ingrand 1908-1969

Important illuminated mirror, model no. 2044, circa 1961 Mirrored glass, coloured glass, brass. 79.2 cm (31½ in.) diameter Manufactured by Fontana Arte, Milan, Italy.

#### Estimate

£20,000-30,000 \$28,400-42,600 €25,300-38,000

#### Provenance

Private collection, Buenos Aires

#### Literature

'Stand di Fontana Arte alla 39a fiera di Milano', Vitrum, no. 125, May-June 1961, pp. 28, 33 Domus, no. 382, September 1961, for a Fontana Arte advertisement

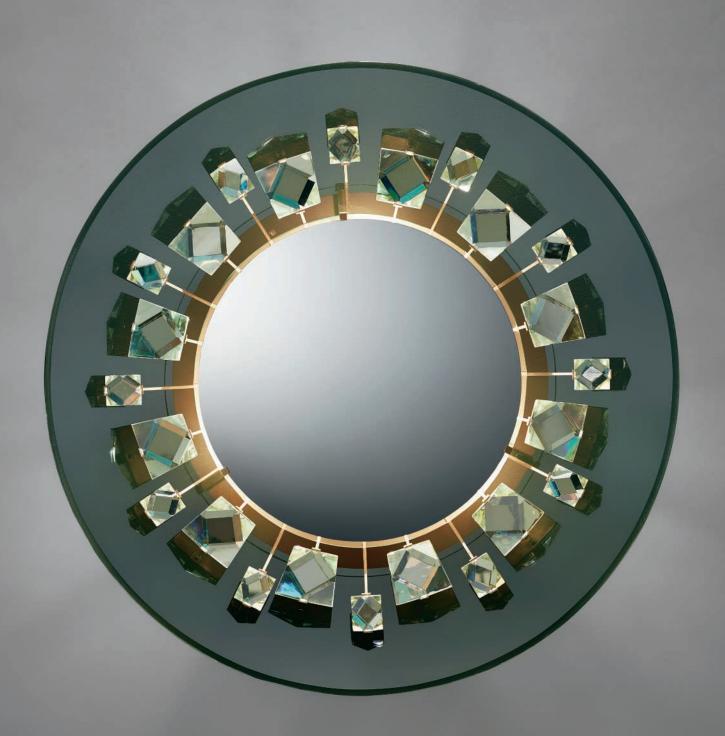
Pierre-Emmanuel Martin-Vivier, *Max Ingrand, Du Verre* À *La Lumière*, Paris, 2009, p. 216 for a Fontana Arte advertisement

Franco Deboni, Fontana Arte: Gio Ponti, Pietro Chiesa, Max Ingrand, Turin, 2012, figs. 427-28 for an image and a Fontana Arte advertisement

Max Ingrand was appointed Creative Director of Fontana Arte in 1954. As a designer, he experimented with the effect of light on glass, applying countless glass-making techniques on various components of lamps, mirrors, tables and several other interior designs objects. He acknowledged the importance of light to define the ambience and found in the mastery of glass the ultimate tool to manipulate light effects.



Fontana Arte advertisement © Domus no. 382/September 1961. Courtesy of Editoriale Domus S.p.A.





#### 26. Charlotte Perriand 1903-1999

'Tunisie' bookcase, designed for the student rooms of La Maison de la Tunisie, Cité Internationale Universitaire de Paris, 1952

Oak, pine, mahogany, painted diamond-point aluminium, painted metal.

 $158.1 \times 353.1 \times 51.4$  cm (62½ x 139 x 20½ in.) Manufactured by Les Ateliers Jean Prouvé, Nancy, France.

#### **Estimate**

£70,000-90,000 \$99,400-128,000 €88,700-114,000 ‡

#### Provenance

La Maison de la Tunisie, Cité Internationale Universitaire de Paris DeLorenzo 1950, New York Alan Koppel Gallery, Chicago, 1997 Private collection, US, 2003 Phillips, New York, 'Design', 11 June, 2014, lot 37 Acquired from the above by the present owner

#### Literature

Alexander von Vegesack, et al., eds., 100 Masterpieces from the Vitra Design Museum Collection, exh. cat., Vitra Design Museum, Weil am Rhein, 1996, pp. 186-87 Yvonne Brunhammer, Le Mobilier Français 1930-1960, Paris, 1997, p. 127

Mary McLeod, ed., *Charlotte Perriand: An Art of Living*, New York, 2003, pp. 143, 229

Jacques Barsac, Charlotte Perriand Un art d'habiter 1903-1959, Paris, 2005, p. 361 for a prototype, p. 363 for technical drawings, pp. 364-65 for renderings, pp. 383, 500 Jacques Barsac, Complete works volume 2, 1940-1955, Paris, 2015, pp. 367, 376-81 for technical drawings and images

#### 27. Wendell Castle b. 1932

Unique 'Sirocco' chair, 2009 Ebonised mahogany.  $91.5 \times 148.6 \times 76.2 \text{ cm} (36 \times 58\frac{1}{2} \times 30 \text{ in.})$ Incised with Castle 09.

#### **Estimate**

£60,000-80,000 \$85,200-114,000 €76,000-101,000 Ω

#### Provenance

Barry Friedman, New York Private collection, New York

#### Literature

Emily Evans Eerdmans, *Wendell Castle, A Catalogue Raisonné* 1958-2012, New York, 2014, illustrated p. 401, no. V.57

The present lot is included as reference V.57 in the catalogue raisonné of works by Wendell Castle with studio inventory number 1500.

Named after the Mediterranean wind, 'Sirocco' is carved in fluid organic shapes. Whilst abstract, the organic sculpture is recognisably Castle's preferred furniture form, the chair. His captivation with chairs stems from the sculptural opportunity attached to the object; here 'Sirocco' pushes the boundaries of creativity whilst still maintaining functionality as a chair. Castle summarises his attraction to the form which upon sitting in "immediately becomes an intimate object, one that you constantly test by sitting and thus have a relationship with. You don't ever test a table by putting a cup of coffee on it while making it." The elegantly ebonised 'Sirocco' celebrates the form which Castle is continuously inspired by and has returned to throughout his career, from armchairs, stools, rockers and chaises to chairs incorporating lights and tables.

'A table always has to have a flat surface, and a flat surface isn't that interesting,' but a chair is 'the most interesting of any piece of furniture'

Wendell Castle





#### Property from a London Collection

#### 28. Pierre Jeanneret 1896-1967

Illuminated reading table, model no. PJ-TAT-10-B, designed for the Assembly and the University Library, Chandigarh, 1963-1964

Teak-veneered wood, teak, opaque glass, painted steel, painted tubular steel, painted metal.

121.4 x 244 x 121.9 cm (47<sup>3</sup>/<sub>4</sub> x 96<sup>1</sup>/<sub>8</sub> x 47<sup>7</sup>/<sub>8</sub> in.)

#### Estimate

£100,000-150,000 \$142,000-213,000 €127,000-190,000

#### Provenance

Chandigarh, India Galerie 54, Paris

#### Literature

Eric Touchaleaume and Gerald Moreau, *Le Corbusier, Pierre Jeanneret, The Indian Adventure: Design-Art-Architecture*, Paris, 2010, pp. 368, 370-72, 580 Galerie Patrick Seguin, ed., Le Corbusier, *Pierre Jeanneret: Chandigarh*, India, Paris, 2014, pp. 173, 217-23, 286





#### 29. Pierre Jeanneret 1896-1967

Rare 'Swinging seat' armchair, model no. PJ-SI-07-B, circa 1955 Teak, cane, metal chain.  $75.8 \times 54.2 \times 63.5$  cm ( $29\% \times 21\% \times 25$  in.)

#### Estimate

£20,000-30,000 \$28,400-42,600 €25,300-38,000 †

#### Provenance

Chandigarh, India Private collection, Chandigarh, India Private collection, Mumbai, India Acquired from the above by the present owner

#### Literature

Eric Touchaleaume and Gerald Moreau, Le Corbusier, Pierre Jeanneret, The Indian Adventure: Design-Art-Architecture, Paris, 2010, pp. 278, 323, 557 for a similar example

A rare example of model no. PJ-SI-07-A, similar to the present lot, can be found at the City Museum, Chandigarh; Another example was donated by Jane Drew and Maxwell Fry to the Victoria & Albert Museum, London and is now part of its permanent collection.

Phillips wishes to thank Gerald Moreau for his assistance with the cataloguing of the present lot.



#### 30. Jean Prouvé 1901-1984

Rare façade porthole panel, designed for the Bouqueval school, Bouqueval, 1949 Aluminium, painted aluminium, glass, oak.  $294.7 \times 91 \times 6.7 \text{ cm} (116 \times 35\% \times 2\% \text{ in.})$  Manufactured by Les Ateliers Jean Prouvé, Nancy, France. From the production of 9.

#### **Estimate**

£80,000-120,000 \$114,000-170,000 €101,000-152,000

#### Provenance

Bouqueval school, Bouqueval, France Galerie Patrick Seguin, Paris

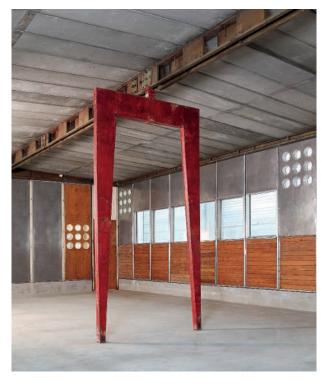
#### Literature

Peter Sulzer, Jean Prouvé: Œuvre complète / Complete Works, Volume 3: 1944-1954, Basel, 2005, pp. 104-105,

figs. 1085.3,1-1085.3,2 for images of the school Galerie Patrick Seguin, *Jean Prouvé*, *Volume 2*, Paris, 2007, pp. 543-53

A Passion for Jean Prouvé: From Furniture to Architecture: The Laurence and Patrick Seguin Collection, exh. cat., Pinacoteca Giovanni e Marella Agnelli and Galerie

Patrick Seguin, Paris, 2013, passim *Calder / Prouvé*, exh. cat., Gagosian Gallery and Galerie Patrick Seguin, New York, 2013, pp. 74, 77



The Bouqueval elementary school, France © ADAGP, Paris and DACS, London 2016/Galerie Patrick Seguin, Paris.



The Bouqueval elementary school, France © ADAGP, Paris and DACS, London 2016.





Reverse







#### Property from a Private Finnish Collection

#### 31. Tapio Wirkkala 1915-1985

Rare 'Marsalkansauva' (Mashal's Baton) art object, model no. 3590 TW, 1956

Mould-blown clear lead crystal glass, steam blown, polished. 30.3 cm (11% in.) high, 6.6 cm (25% in.) diameter Produced by littala, Helsinki, Finland. Underside incised TAPIO-WIRKKALA-ITTALA-56.

#### Estimate

£10,000-12,000 \$14,200-17,000 €12,700-15,200

#### Literature

'Finlandia, forme nuove per la Triennale', *Domus*, no. 294, September 1954, p. 40

Marketta Kahma, *The Modern Spirit-Glass From Finland*, Helsinki, 1985, fig. 141a

Från modern till nutid, Glas i Finland 1920-1990, exh. cat., Finnish Glass Museum, Riihimäki, 1992, p. 31
Finnish Glass, Glass manufacturers' brochures from the 1950s, The Finnish Glass Museum, Riihimaki, 1994, pp. 12, 23, 29
Marianne Aav, Rosa Barovier Mentasti and Gordon Bowyer, et al., Tapio Wirkkala - eye, hand and thought, exh. cat., Museum of Art and Design, Helsinki, 2000, p. 307
Marianne Aav and Eeva Viljanen, eds., littala: 125 Years of Finnish Glass Complete History with all Designers, Helsinki, 2006, pp. 82, 246

Kaisa Koivisto and Pekka Korvenmaa, eds., *Glass from Finland in the Bischofberger Collection*, exh. cat., Fondazione Giorgio Cini, Venice, 2015, p. 231, fig. 142, p. 403

The present model received the Grand Prix at the X Triennale, Milan, 1954.

#### Property from a Private Finnish Collection

#### 32. Tapio Wirkkala 1915-1985

Rare 'Bambu' (Bamboo) vase, model no. 3537 TW, 1957 Mould-blown lead crystal glass, outer surface comb cut, base polished.

23.6 cm (9¼ in.) high, 10.7 cm (4¼ in.) diameter Produced by littala, Helsinki, Finland. Underside incised *TAPIO-WIRKKALA-ITTALA-57*.

#### **Estimate**

£7,000-10,000 \$9,900-14,200 €8,900-12,700

#### Literature

Marketta Kahma, *The Modern Spirit-Glass From Finland*, Helsinki, 1985, fig. 135

Finnish Glass, Glass manufacturers' brochures from the 1950s, The Finnish Glass Museum, Riihimaki, 1994, pp. 5, 9 Marianne Aav, Rosa Barovier Mentasti and Gordon Bowyer, et al., *Tapio Wirkkala - eye, hand and thought*, exh. cat., Museum of Art and Design, Helsinki, 2000, p. 76, fig. 145, p. 301

Marianne Aav and Eeva Viljanen, eds., *littala*: 125 Years of Finnish Glass Complete History with all Designers, Helsinki, 2006, p. 245

Kaisa Koivisto, Uta Lauren, Suomalaisen Taidelasin Kultakausi, Helsinki, 2013, p. 130 Kaisa Koivisto, Pekka Korvenmaa, eds., Glass from Finland in the Bischofberger Collection, exh. cat., Fondazione

Phillips wishes to thank Kaisa Koivisto, Chief Curator of The Finnish Glass Museum, for her assistance with the cataloguing of lots 31 and 32.

Giorgio Cini, Venice, 2015, p. 213, fig. 125, p. 401



Bench, 2003
Painted aluminium.

117 x 438 x 140 cm (46% x 172½ x 55% in)
Produced by Max Protetch Gallery, New York, USA.

Number 5 from the edition of 12 plus 2 artist's proofs.

Side moulded with ZAHA HADID 5 / 12 2003.

#### Estimate

£50,000-70,000 \$71,000-99,400 €63,300-88,700

#### Provenance

Max Protetch, New York Private collection, London Phillips, London, 'Design', 25 April, 2013, lot 226

#### Literature

Peter Noever, ed., Zaha Hadid architecture, exh. cat., MAK, Vienna, 2003, pp. 31-33
Patrick Schumacher and Gordana Fontana-Giusti, eds., Zaha Hadid: Complete Works, Major and Recent Works, London, 2004, pp. 228-29
Philip Jodidio, Zaha Hadid, Complete Works
1979-2009, London, 2009, for the present model, n.p.

The present model was exhibited at both 'Zaha Hadid', at the Solomon R. Guggenheim Museum, New York (3 June-25 October 2006) and 'Ice Storm', at MAK, Vienna (14 June-17 August 2003).





'Where trees have the ability to add material where strength is needed, bones have the ability to also reduce material where it is not'

Joris Laarman

#### Property from a Private London Collection

#### 34. Joris Laarman b. 1979

Important 'Bone' chair, 2006 Aluminium. 75 x 44 x 76 cm (29 ½ x 17 % x 29 % in.) Produced by Joris Laarman Studio, the Netherlands for Barry Friedman Gallery, New York & Droog Design, Amsterdam, the Netherlands. Number 4 from the edition of 12. Underside incised with facsimile signature Joris Laarman and 4 / 12.

#### Estimate

£200,000-300,000 \$284,000-426,000 €253,000-380,000

#### Provenance

Friedman Benda Gallery, New York Acquired from the above by the present owner, 2012

#### **Selected Literature**

Louise Schouwenberg, 'Digital Déco', Domus, no. 900, February 2007, pp. 20, 22 Design Contre Design, exh. cat., Galeries Nationales du Grand Palais, Paris, 2007, p. 33, fig. 3 Louise Schouwenberg and Gert Staal, eds., House of Concepts, Design Academy Eindhoven, Amsterdam, 2008, p. 261 Céline Remechido and Michel Chanaud, eds., designer&design 065, droog, Paris, 2008, p. 38 Design and the Elastic Mind, exh. cat., Museum of Modern Art, New York, 2008, p. 71 Libby Sellers, Why What How, Collecting Design in a Contemporary Market, London, 2010, p. 131 Joris Laarman, Joris Laarman Lab, exh. cat., Groninger Museum, Groninger, 2015, pp. 4-5, 72, 75, 80-83, 324-25

Other examples of the 'Bone' chair are in the permanent collection of the Museum of Modern Art, New York, the Rijksmuseum, Amsterdam, the Centraal Museum, Utrecht and the Museum fur Kunst und Gewerbe, Hamburg.

#### 'Bone Furniture' series

#### by Dr. Jana Scholze

Very few designs of the 21st century have influenced and inspired furniture practice and design debate as much as Joris Laarman's 'Bone Chair' from the Dutch designer's 'Bone Furniture' series (2004), where computer algorithms are applied to simulate natural growth structures in a variety of furniture designs. The 'Bone Chair' is often regarded as the most important object in the series; Mark Wilson, chief curator of the Groninger Museum, comments:

Unsurprisingly, the 'Bone Chair' has been included in major museum collections such as the Museum of Modern Art in New York and the Rijksmuseum in Amsterdam.

Joris Laarman told me once that he has always been drawn to the science and technology pages of newspapers rather than to their arts sections. It was an article on the science site Noorderlicht that he quotes as the beginning of the 'Bone Furniture' series. There he learned about the fascinating research of German academics Claus Mattheck and Lothar Hartzheim, who created a computer algorithm that mimicked natural growth structures. Their research was based on observations about the ability of trees to optimise their growth by adding material only where strength is needed.

When combined with research into bones, which take material away where not necessary, a highly optimised economy of material can be predicted. In 1998, German car manufacturer Adam Opel GmbH used this research to design a software programme for manufacturing a more efficient engine mount. The radicalism of this approach can only be imagined today when reminded that in the 1990s creating a production model through computer simulation seemed more an area of science fiction than manufacturing sides. It also highlights the exceptional privilege that Laarman experienced when collaborating with Opel GmbH and being allowed to use their CAD software for applications to design furniture.

In the design process, Laarman predetermined the position of seat and back of the chair as flat surfaces as well as the three points on the ground where the chair would rest which would be load bearing. The remaining design work was up to the computer. The software is based on a subtracting principle where material is removed from a block using the predetermined areas and points as constant (stress and load bearing) parameters for the final structure. This process is remarkably similar to bone structures relying on strengthening and reinforcing areas under stress.

## 'The famous *Bone Chair*, a strikingly organically shaped chair, is a classic'

Mark Wilson





Production process of the 'Bone' chair © Joris Laarman Lab / Photography: Daniel Nicolas.

Production process of the 'Bone' chair ©Joris Laarman Lab / Photography: Daniel Nicolas.



A result of this procedure is the organic shape of the chair. However, the final appearance is again the work of the designer who is tweaking and smoothing the final shape of the computer simulation. The mix of digital and craft, passive and active approach is continued in the fabrication of the physical piece of furniture using casting as technique. A 3D-printed model allows creating the ceramic mould of the chair which is lost in the process to retrieve the hollow-framed aluminium structure. This final object undergoes a long labour-intensive process of hand polishing.

The final result is a highly aesthetic object deriving from applications of mathematical principles aimed at an economy of design while not compromising on function. The chair celebrates the achievement of a remarkable efficiency of material use and a high strength-to-weight ratio of aluminium which allows the relatively light chair to support several times the weight of an ordinary chair. Writer David Dick-Agnew commented:

'The result is something so complex that no human mind could arrive at it unaided, and in fact even a supercomputer couldn't create a design like this in one swipe. Only through the repetition of generations of simulation can a computer produce the computational effort necessary to come up with a design so high in information... the Bone Chair represents a design so advanced that it would literally have been impossible to create even a generation ago.'

In addition to the present model, 'Bone Furniture' includes an armchair, a chaise, a rocker, a table ('Bridge'), and a shelf ('Branch'). All pieces were manufactured in limited editions. However, a major furniture manufacturer together with

the designer invested many years of research and prototyping to amend the design of the chair to enable mass-manufacturing. This process came to an end which was partly due to the realisation that current production methods are not sufficient to support the mass-production of such a complex structure - another indication of the visionary and innovative character of this design.

Joris Laarman graduated from the famous Design Academy Eindhoven (NL) in 2003. Only one year later, together with his wife Anita Star, he established Joris Laarman Lab. The 'lab' is the most significant aspect of the studio's title, indicating a desire for investigation, experimentation and testing. Laarman sometimes calls the studio 'an experimental playground' where scientists and programmers feel as much at home as craftsmen and artists. The multidisciplinary approach is key to Joris Laarman Lab where concepts, processes, technologies or materials are invented, prototyped and made. One of the studio's current projects is a 3D-printed steel bridge that is installed while printed by two robots in the centre of Amsterdam (Oudezijds Achterburgwal canal). The Groninger Museum, has just presented the first major retrospective of Laarman's work, which travels subsequently to the Musée des Arts Décoratifs, Paris; the Cooper Hewitt, Smithsonian Design Museum, New York; the High Museum of Art, Atlanta; and the Museum of Fine Arts, Houston.

#### Dr JA

March 2016

Dr. Jana Scholze Associate Professor, Curating Contemporary Design School of Art, Design and Architecture Kingston University, London







'Strong work will survive in any circumstance, whether it's design or art. Presently, I believe we are still formally in 'design' but some would say we are definitely art'

Studio Job

### 35. Studio Job – Job Smeets and Nynke Tynagel b. 1970 and b. 1977

'Taj Mahal' table, 2012 Bronze, painted bronze.  $60 \times 67.5 \times 67.5 \text{ cm} (23\frac{5}{8} \times 26\frac{5}{8} \times 26\frac{5}{8} \text{ in.})$ Produced by Studio Job, the Netherlands. Number 7 from the edition of 8 plus 3 artist's proofs. Side impressed with JOB 14 7/8 CWG.

#### **Estimate**

£30,000-50,000 \$42,600-71,000 €38,000-63,300

#### Provenance

Carpenters Workshop Gallery, London, 2012

#### Property of a Private European Collector

#### 36. Edward William Godwin 1833-1886

Side table, circa 1873-1875

Mahogany, mahogany-veneered wood, brass.
65.2 x 50.5 x 50.2 cm (255% x 197% x 1934 in.)

Produced by Collinson & Lock, London, UK. Underside impressed twice COLLINSON&LOCK LONDON.

#### **Estimate**

£60,000-80,000 \$85,200-114,000 €76,000-101,000

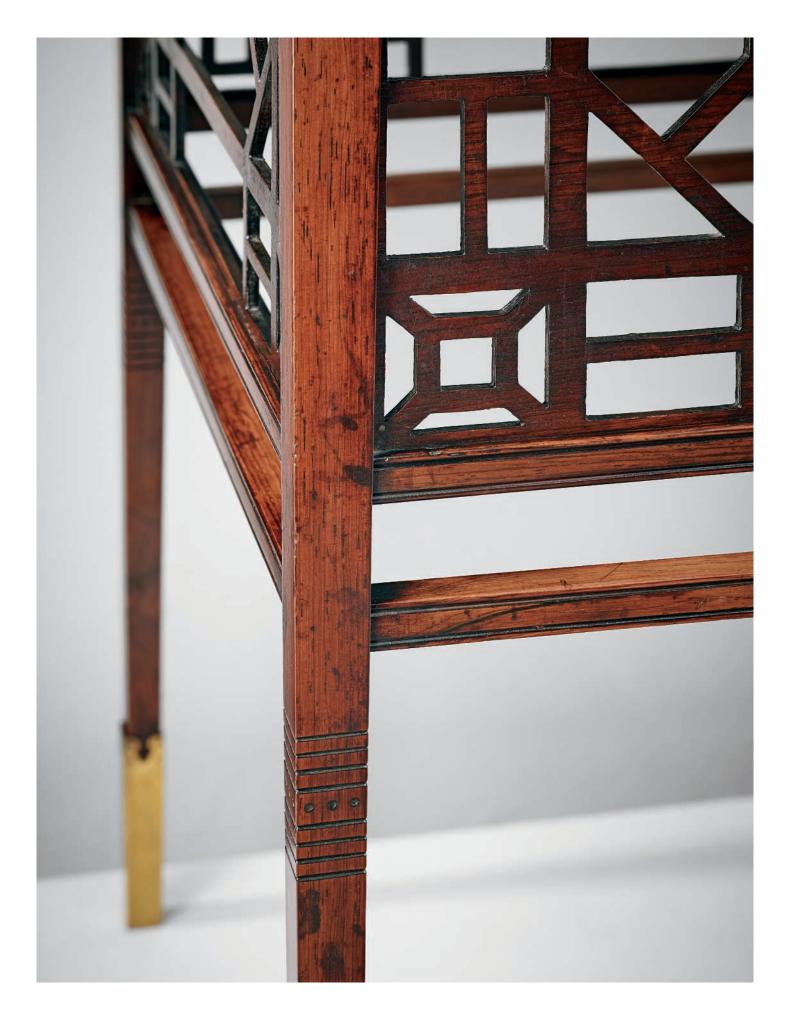
#### Provenance

Paul Reeves, London Acquired from the above by the present owner

#### Literature

Harvey Pitcher, Muir & Mirrielees, The Scottish Partnership that became a Household Name in Russia, Cromer, 1994, p. 100, fig. 18 for a similar example
Susan Weber Soros, The Secular Furniture of E.W.
Godwin with Catalogue Raisonné, New York, 1999, p. 157, no. 223 for an image and a drawing of a similar example
Susan Weber Soros, ed., E.W. Godwin: Aesthetic
Movement Architect and Designer, exh. cat.,
The Bard Graduate Center for Studies in the Decoratives
Arts, New York, 1999, p. 204, fig. 7-27 for a drawing of a similar example

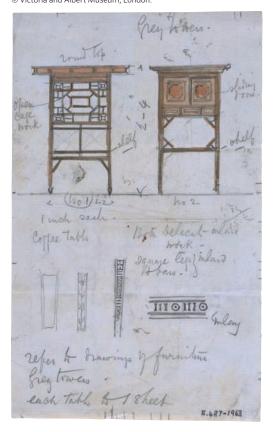




Edward William Godwin, similar example to the present lot, 42 Holland Park, 1890.



Edward William Godwin, designs for coffee tables in the Japanese style, for Grey Towers, late 19th century © Victoria and Albert Museum, London.



The 'judicious eclecticism' in which E.W. Godwin approached design is evident in the multi-faceted influences of the present table design. Designer of Jacobean furniture and Gothic revival town halls, Godwin believed that old forms should be carefully studied. Stripped of ornament, his pieces were plainer than other examples of the time and his be-spindled furniture was considered the new original style of the 1870s and 1880s. This new style of modern cabinetmaking introduced by Godwin and seen in the present model, displays his practical knowledge and the influential nature of his work.

Here, the linear interplay of solid and void, the horizontal and vertical stretchers and posts are reminiscent of Japanese latticework, demonstrating Godwin's incorporation of Asian influences into English design. As early as 1860, as one of the leaders of the aesthetic movement, Godwin began exploring the arts of Japan. His knowledge and appreciation of Japanese style came from imported materials and newspapers and journals, one of the richest sources of influence was Hokusai's Manga. Godwin's work, with pronounced Japanese influence and Gothic detailing, was a means of spiritual expression, which he described as "more or less founded on Japanese principles" as opposed to tangible furniture forms.

A variation of the present model created in Godwin's revolutionary aesthetic style can be found illustrated in Godwin's sketchbooks. The sketch comes from his designs for Grey Towers House in Middlesbrough, the entire interior of which was designed by Godwin.





#### 37. Charles Robert Ashbee 1863-1942

Etagère, circa 1895

Mahogany, mahogany-veneered wood, stained beech marquetry, bronze.

185.3 x 199.3 x 50.3 cm (72 % x 78 ½ x 19 ¾ in.)

Produced by The Guild of Handicraft Ltd., London, UK. Reverse impressed with 1385 and top left drawer with manufacturer's label THE GUILD

OF HANDICRAFT Ltd./ESSEX HOUSE/BOW.E.

#### Estimate

£30,000-40,000 \$42,600-56,800 €38,000-50,700

#### Provenance

The Fine Art Society, London
Acquired from the above by the present owner

#### Exhibited

The Fine Art Society, London, 19 April-21 May, 1999

#### Literature

The Fine Art Society, exh. cat., London, 1999, illustrated no. 39

Architect and designer, Charles Robert Ashbee was a bold and individual spirit concerned with looking at art's roots in society. Inspired by the teachings of John Ruskin and William Morris, Ashbee wished to improve people's lives through the experience of making and move away from factory work which he deemed souldestroying. Praising Ashbee's commitment to English Arts and Crafts, in an article written for Dekorative Kunst in 1898, Hermann Muthesius refers to Ashbee's drive to artistically reform society, bringing life back into the crafts and craftsmen. Questioned as to whether machine work would be less beautiful than handicraft, Ashbee responded "Maybe not, but ultimately it is the pleasure of the producer that sets the standard." Inspired by the Ruskinian notion of the medieval guild, Ashbee formed the Guild and School of Handicraft in the East End of London in 1888, which caused his progressivism to become a doctrine of the 1890s. The present lot was produced in a time when the Guild of Handicraft was celebrated for the most exquisite and critically acclaimed examples of Ashbee's work.





#### 38. Märta Måås-Fjetterström 1873-1941

'Efsingen' rug, designed 1936, executed 1950 Handwoven wool on a wool warp. 367 x 266.8 cm (144½ x 105 in.) Handwoven by Berta Nylander and Gun Hjalmarsson at Märta Måås-Fjetterström AB, Båstad, Sweden. Woven with manufacturer's mark AB MMF. Together with a certificate of authenticity from Märta Måås-Fjetterström AB.

#### Estimate

£20,000-30,000 \$28,400-42,600 €25,300-38,000

Phillips wishes to thank Angelica Persson and Martin Chard from Märta Måås-Fjetterström AB, for their assistance with the cataloguing of the present lot. Märta Måås-Fjetterström AB will celebrate the artist's centenary with an exhibition at Nationalmuseum, Stockholm in 2019.

Conveyed throughout her life, Märta Måås-Fjetterström was profoundly inspired by nature, but in the 1930s she produced designs where figurative elements were diminished and elegant geometric patterns began to dominate, which include the following examples Korgmattan, Blåplump, Rutig vit halvflossa and Efsingen. During this period Måås-Fjetterström engendered continuing creativity with the combination of geometric form and colour which is applied in the present lot. The Efsingen design which was first exhibited at the Nationalmuseum, Stockholm in 1944, echoes Måås-Fjetterström's interest in the vitality of lines and the solid surfaces they enclose. The present lot is comprised of red and white stripes, which are punctuated by small white squares; the exterior boarder contiguously frames the dominating and variegated solid large squares. The large squares are composed of carefully dyed yarn with a specially spun light and dark wool, which is also used as the warp. Efsingen design is a superlative example of Märta Måås-Fjetterström's masterful ability to create a pattern deceivingly simple and yet visually sophisticated. The present lot was the eighth Efsingen rug produced and was part of a Carl Malmsten interior for a private Swedish residence. The influence of this impressive period of geometric design by Måås-Fjetterström is clearly seen in the later works Gyllenrutan and Falurutan by Barbro Nilsson, who was the artistic director of Märta Måås-Fjetterström AB from 1942-1970.

# I 9 44

#### Property from the collection of Niels Vodder Jnr

# **39. Finn Juhl** 1912-1989

Unique and important extendable dining table, model no. FJ 44, designed for the 'Copenhagen Cabinetmakers' Guild' exhibition, 1944
Cuban mahogany, painted Cuban mahogany, Oregon pine, brass.
73.7 x 295 x 83.8 cm (29 x 116% x 32% in.) fully extended
Executed by Master Cabinetmaker Niels Vodder, Copenhagen, Denmark.

#### **Estimate**

£100,000-150,000 \$142,000-213,000 €127,000-190,000

#### Provenance

Cabinetmakers' Guild, Kunstindustrimuseet, Copenhagen, 1944 Finn Juhl and Inge-Marie Skaarup, Denmark Inge-Marie Skaarup, Frederiksberg, Denmark Acquired from the above by Niels Vodder Jnr, Copenhagen, 1988

#### **Exhibited**

'Copenhagen Cabinetmakers' Guild', Kunstindustrimuseet, Copenhagen, 29 September–15 October, 1944, stand 23

### Illustrated

Svend Erik Møller and Viggo Sten Møller, *Dansk Møbelkunst, Københavns snedkerlaugs møbeludstilling* 1927-1951, Copenhagen, 1951, p. 83 Grete Jalk, ed., *Dansk Møbelkunst gennem 40 aar, Volume 2: 1937-1946*, Copenhagen, 1987, p. 247 Per H. Hansen, *Finn Juhl and His House*, Ostfildern, 2014, p. 27







The important and unique 'FJ44' extendable dining table was designed by the Danish architect Finn Juhl and executed by the master cabinetmaker Niels Vodder for the Cabinetmakers' Guild, held at the Kunstindustrimuseet, Copenhagen where it was first exhibited in 1944. From 1944 to 1949, Finn Juhl designed some of his finest furniture, from the 'FJ44' armchair described by one critic as having 'a sculptural form which apparently strains the wood to its upmost limits' to the 'FJ49' armchair also known as the 'Chieftain'. The synergy and symbiosis of these two characters created furniture that is now considered iconic 20th century design.

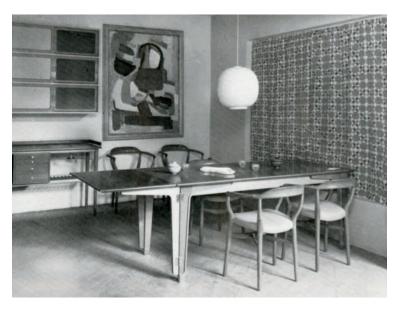
Although the collaboration between Juhl, then aged twenty-five, and Vodder began in 1937, it was not until the breakthrough of the 1944 Cabinetmakers' Guild in which Juhl began to incorporate his burgeoning organic and percipient approach towards furniture design. The 'FJ44' dining table demonstrates through the exquisite use of colour and materials its accentuated planes that support the extension leaves, while elegantly revealing the interstice between the folding-hinged arms and load-bearing legs. The following statement by Juhl is manifested within the construction of the table and he also references the influence of Le Corbusier: 'I have always been interested in analysing a piece of furniture's different parts, surely a consequence of my early excitement for Corbusier's cubist architecture, in which colours and materials accentuate different planes and load-bearing parts' (Per H. Hansen, Finn Juhl and His House, Ostfildern, 2014, p. 34). These distinctive, yet brief comments by Juhl amplify his pragmatic approach and reveal architectural principles, which are then applied to the design of the present lot.

Always an original contributor to the 'Cabinetmaker's Guild', Juhl would receive many favourable responses from the critics: 'It does seem, however, as if the tendency to exaggerate which used to characterise his furniture has been supressed so that everything seems more restrained' (Grete Jalk, ed., Dansk Møbelkunst gennem 40 aar, Volume 2: 1937-1946,

Copenhagen, 1987, p. 246). The above statement is a reference made in regards to the Living-dining room in which the 'FJ44' dining table is from and another critic makes a specific comment that the 'dining table was a new and interesting kind of extension table' (ibid). The period photograph from the 'Cabinetmaker's Guild' displays the present lot flanked by five beautifully-crafted 'FJ44' armchairs, the combination of which asserts the importance of the work. There is one other known later example of the present lot, which was originally owned by Hanne Middelboe who then loaned the work to the Designmuseum, Denmark for the Finn Juhl retrospective exhibition in 1982. The present lot is executed in Cuban mahogany, has painted surfaces and is larger than the later example, which was produced in teak and has Formica instead of the elegantly painted surfaces. Regarding these differences it can be concluded that the present lot from the original 'Cabinetmaker's Guild' exhibition is unique.

In discussing Niels Vodder, the Danish architectural journalist, Henrik Sten Møller refers to the cabinetmaker as an 'original craftsman with a distinct sense of humour'; he then goes further to explain possibly why Vodder had ever agreed to collaborate with Juhl: 'The reason why Niels Vodder became Finn Juhl's cabinetmaker was that nobody else wanted to produce his furniture. They thought the furniture too strange and furthermore often technically complicated' (Patricia Yamada, ed., *Finn Juhl Memorial Exhibition*, exh. cat., Osaka, 1990, p. 18).

Finn Juhl was always eager to assert that he functioned as an autodidact when designing furniture and that he was never formally trained. Finn Juhl does not imitate profundity; he does not leave us masterpieces of modern furniture but masterpieces of modern design. Edgar Kaufmann, Jr., whom Finn Juhl worked with extensively, reflects upon the architect in his essay, 'Product and Process': 'His forms are masterful, now as when they were new. They are capable of a plenitude of embodiments still unexplored. Juhl is no performer, he is a creator. We need more of him' (Ibid, Finn Juhl Memorial Exhibition, p. 13).



The present lot at the 'Copenhagen Cabinetmakers' Guild' exhibition, 1944

© Wilhelm Hansen Fonden.

# Property from a Private Finnish Collection

# **40. Paavo Tynell** 1890-1973

Rare table lamp, model no. 9212B, circa 1948 Tubular brass, perforated brass, painted brass, leather. 50.8 cm (20 in.) high Manufactured by Taito Oy, Helsinki, Finland.

## Estimate

£8,000-10,000 \$11,400-14,200 €10,100-12,700

# Literature

*Arkkitehti*, December 1948, n.p. for a Taito Oy advertisement





The present lot in situ at the Royal Suite, Radiohuset (National Broadcasting House), Copenhagen/ Unidentified photographer

# Σ **41. Vilhelm Lauritzen** 1894-1984

Rare and important armchair, from the Royal Suite, Radiohuset (National Broadcasting House), Copenhagen, 1938-1945 Rosewood, fabric.  $98.3\times69.2\times66~\text{cm}~(38\%\times27\%\times25\%~\text{in.})$  Executed by master cabinetmaker A. J. Iversen, Denmark. From the production of 3.

# Estimate

£40,000-60,000 \$56,800-85,200 €50,700-76,000

# Provenance

Royal Suite, National Broadcasting House, Copenhagen

## Illustrated

'Tidsskrift for Arkitektur og dekorativ Kunst', Arkitekten, no. 10-11, 1945, p. 132 Lisbet Balslev Jørgensen, Vilhelm Lauritzen: En Moderne Arkitekt, Copenhagen, 1994, p. 266





# Σ **42. Peder Moos** 1906-1991

Side table, 1947 Rosewood, oak inlay. 56.8 x 70.1 x 51.7 cm (22% x 27% x 20% in.) Executed by master cabinetmaker Peder Moos, Denmark. Underside signed 869-46/MOOS/1947/PM.

#### **Estimate**

£25,000-35,000 \$35,500-49,700 €31,700-44,300

#### Provenance

Private collection, acquired from the cabinetmaker, 1947 Villa Aubertin, Rosnæs, Nakskov Fjord, Denmark, 1952 Thence by descent Acquired from the above by the present owner

#### Literature

Grete Jalk, ed., *Dansk Møbelkunst gennem 40 aar, Volume 2: 1937-1946*, Copenhagen, 1987, p. 176
Esbjørn Hiort, *Finn Juhl: Furniture, Architecture*,
Applied Art, Copenhagen, 1990, p. 78
Arne Karlsen, *Danish Furniture Design: in the 20th Century, Volume 2*, Copenhagen, 2007, p. 110, pp. 118-19 for a drawing, p. 120
Per H. Hansen, *Finn Juhl and His House*, Ostfildern, 2014, pp. 40, 41 for an image and a drawing

The present model was exhibited at the 'Copenhagen Cabinetmakers' Guild', Kunstindustrimuseet, Copenhagen, 11 September-27 October 1942, Stand 17.

# 'There is something fantastic and poetic about Moos' furniture...'

Danish architect Henning Hedger in the journal *Arkitekten*, 1947







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

#### Symbol Key

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

#### **○** ♦ Guaranteed Property

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

#### △ Property in which Phillips has an Ownership Interest

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

#### No Reserve

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

#### Property Subject to the Artist's Resale Right

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

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

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

#### Σ Endangered Species

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

#### $\dagger$ , $\S$ , $\ddagger$ , or $\Omega$ Property Subject to VAT

Please refer to the section entitled 'VAT and Other Tax Information for Buyers' in this catalogue for additional information.

#### 2 Bidding in the Sale

#### **Bidding at Auction**

Bids may be executed during the auction in person by paddle, by telephone, online or prior to the sale in writing by absentee bid. Proof of identity in the form of government-issued identification will be required, as will an original signature. We may also require that you furnish us with a bank reference. Please note that buyers bidding in person, by telephone, online or by absentee bid will not have the right to cancel the sale of any lot purchased under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

# Steven Meisel Naomi Campbell, Linda Evangelista and Christy Turlington, New York City, 1989, (detail) Estimate £35,000-45,000 London. Ultimate. Vogue. **Photographs Auction** London, 19 May 2016, 2pm Phillips presents ULTIMATE Vogue a unique selection of *Vogue* images to be offered in our upcoming Spring sale. Visit our public viewing from 13 - 19 May at 30 Berkeley Square, London W1J 6EX Enquiries +44 20 7318 4092 photographslondon@phillips.com phillips.com VOGUE and VOGUE logo trade marks are owned and licensed by The Condé Na

#### **Bidding in Person**

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

#### **Bidding by Telephone**

If you cannot attend the auction, you may bid live on the telephone with one of our multilingual staff members. This service must be arranged at least 24 hours in advance of the sale and is available for lots whose low pre-sale estimate is at least £500. Telephone bids may be recorded. By bidding on the telephone, you consent to the recording of your conversation. We suggest that you leave a maximum bid, excluding the buyer's premium and VAT, which we can execute on your behalf in the event we are unable to reach you by telephone.

#### **Online Bidding**

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

#### **Absentee Bids**

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

#### **Employee Bidding**

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

#### **Bidding Increments**

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

 UK£50 to UK£1,000
 by UK£50s

 UK£1,000 to UK£2,000
 by UK£100s

 UK£2,000 to UK£3,000
 by UK£200s

UK£3,000 to UK£5,000 by UK£200s, 500, 800 (e.g. UK£4,200, 4,500, 4,800)

 UK£5,000 to UK£10,000
 by UK£500s

 UK£10,000 to UK£20,000
 by UK£1,000s

 UK£20,000 to UK£30,000
 by UK£2,000s

UK£30,000 to UK£50,000 by UK£2,000s, 5,000, 8,000

UK£50,000 to UK£100,000 by UK£5,000s UK£100,000 to UK£200,000 by UK£10,000s

above UK£200,000 at the auctioneer's discretion

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

#### 3 The Auction

#### **Conditions of Sale**

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

#### **Interested Parties Announcement**

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

#### Consecutive and Responsive Bidding; No Reserve Lots

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

#### 4 After the Auction

#### Payment

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

#### Credit Cards

As a courtesy to clients, Phillips will accept American Express, Visa, MasterCard, UnionPay (for in-person transactions only) and UK-issued debit cards to pay for invoices of  $\pm 50,000$  or less. A processing fee will apply.

#### Collection

It is our policy to request proof of identity on collection of a lot. A lot will be released to the buyer or the buyer's authorized representative when Phillips has received full and cleared payment and we are not owed any other amount by the buyer. After the auction, we will transfer all lots to our fine art storage facility located near Wimbledon and will so advise all buyers. If you are in doubt about the location of your purchase, please contact the Shipping Department prior to arranging collection. We will levy removal, interest, storage and handling charges on uncollected lots.

#### Loss or Damage

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

#### **Transport and Shipping**

As a free service for buyers, Phillips will wrap purchased lots for hand carry only. We do not provide packing, handling or shipping services directly. However, we will coordinate with shipping agents instructed by you in order to facilitate the packing, handling and shipping of property purchased at Phillips. Please refer to Paragraph 7 of the Conditions of Sale for more information.

#### **Export and Import Licences**

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

# **Endangered Species**

Items made of or incorporating plant or animal material, such as coral, crocodile, ivory, whalebone, Brazilian rosewood, 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 the US or to any country within or 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. Please note that the US prohibits the importation of any item containing African elephant ivory. Asian elephant ivory may be imported in to the US only if accompanied by independent scientific analysis regarding continent of origin and confirmation the object is more than 100 years old. We have not obtained a scientific analysis on any lot prior to sale and cannot indicate whether elephant ivory in a particular lot is African or Asian elephant. Buyers purchase these lots at their own risk and will be responsible for the costs of obtaining any scientific analysis or other report required in connection with their proposed import of such property into the US.

With regard to any item containing endangered species other than elephant ivory, an importer into the US must provide documented evidence of the species identification and age of an object in order to demonstrate that the object qualifies as an antique. This will require the buyer to obtain an independent appraisal certifying the species of endangered material on the object and certifying that the object is not less than 100 years of age. A prospective buyer planning to import an object into the US may not rely on Phillips cataloguing to establish the species of endangered material on the object or to establish the age of the object and must consult with a qualified independent appraiser prior to placing a bid on the lot.

Please note that lots containing potentially regulated plant or animal material are marked as a convenience to our clients, but Phillips does not accept liability for errors or for failing to mark lots containing protected or regulated species.

# **Important Notices**

#### Items Sold under Temporary Admission

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

#### Identification of Business or Trade Buyers

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

- Where the buyer is a non-EU business, Phillips requires evidence of the business status by means of the company identification, Certificate of Incorporation, Articles of Association or government-issued documents showing that the company exists.
- Where the buyer is an EU VAT registered business, Phillips requires the business's VAT registration number.

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

# **VAT and Other Tax Information for Buyers**

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

#### 1 Property with No VAT Symbol

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

#### 2 Property with a † Symbol

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

#### 3 Property with a § Symbol

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

#### 4 Property Sold with a $\ddagger$ or $\Omega$ Symbol

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

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

#### 5 Exports from the European Union

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

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

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

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

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

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

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

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

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

#### 6 VAT Refunds from HM Revenue & Customs

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

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

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

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

If you are located outside the EU you should apply for a refund of UK VAT directly to HMRC (the rules for those located outside of the EU have not changed). Claim forms are only available from the HMRC website. Go to hmrc.gov.uk, select Forms under Quick Links and then Find a Form. The relevant form is VAT65A. Completed forms should be returned to: HM Revenue & Customs, VAT Overseas Repayments, 8th/13th Directive, PO Box 34, Foyle House, Duncreggan Road, Londonderry BT48 7AE, Northern Ireland, (tel) +44 (0)2871305100 (fax) +44 (0)2871305101, email enq.oru.ni@hmrc.gsi.gov.uk.

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

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

#### 7 Sales and Use Taxes

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

#### **Conditions of Sale**

The Conditions of Sale and Authorship Warranty set forth below govern the relationship between bidders and buyers, on the one hand, and Phillips and sellers, on the other hand. All prospective buyers should read these Conditions of Sale, the Important Notices and VAT information following the Guide for Prospective Buyers and the Authorship Warranty carefully before bidding.

#### 1 Introduction

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

By bidding at the auction, whether in person, through an agent, by written bid, by telephone bid or other means, bidders and buyers agree to be bound by these Conditions of Sale, as so changed or supplemented, and Authorship Warranty. These Conditions of Sale, as so changed or supplemented, and Authorship Warranty contain all the terms on which Phillips and the seller contract with the buyer.

#### 2 Phillips as Agent

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

#### 3 Catalogue Descriptions and Condition of Property

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

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

#### 4 Bidding at Auction

- (a) Phillips has absolute discretion to refuse admission to the auction or participation in the sale. All bidders must register for a paddle prior to bidding, supplying such information and references as required by Phillips.
- (b) As a convenience to bidders who cannot attend the auction in person, Phillips may, if so instructed by the bidder, execute written absentee bids on a bidder's behalf. Absentee bidders are required to submit bids on the Absentee Bid Form, a copy of which is printed in this catalogue or otherwise available from Phillips. Bids must be placed in the currency of the sale. The bidder must clearly indicate the maximum amount he or she intends to bid, excluding the buyer's premium and value added tax (VAT). The auctioneer will not accept an instruction to execute an absentee bid which does not indicate such maximum bid. Our staff will attempt to execute an absentee bid at the lowest possible price taking into account the reserve and other bidders. Any absentee bid must be received at least 24 hours in advance of the sale. In the event of identical bids, the earliest bid received will take precedence.
- (c) Telephone bidders are required to submit bids on the Telephone Bid Form, a copy of which is printed in this catalogue or otherwise available from Phillips. Telephone bidding is available for lots whose low pre-sale estimate is at least £500. Phillips reserves the right to require written confirmation of a successful bid from a telephone bidder by fax or otherwise immediately after such bid is accepted by the auctioneer. Telephone bids may be recorded and, by bidding on the telephone, a bidder consents to the recording of the conversation.
- (d) Bidders may participate in an auction by bidding online through Phillips's online live bidding platform available on our website at www.phillips.com. To bid online, bidders must register online at least 24 hours before the start of the auction. Online bidding is subject to approval by Phillips's bid department in our sole discretion. As noted in Paragraph 3 above, Phillips encourages online bidders to inspect prior to the auction any lot(s) on which they may bid, and condition reports are available upon request. Bidding in a live auction can progress quickly. To ensure that online bidders are not placed at a disadvantage when bidding against bidders in the room or on the telephone, the procedure for placing bids through Phillips's online bidding platform is a one-step process. By clicking the bid button on the computer screen, a  $bidder\, submits\, a\, bid.\, Online\, bidders\, acknowledge\, and\, agree\, that\, bids\, so\, submitted\,$ are final and may not under any circumstances be amended or retracted. During a live auction, when bids other than online bids are placed, they will be displayed on the online bidder's computer screen as 'floor' bids. 'Floor' bids include bids made by the auctioneer to protect the reserve. In the event that an online bid and a 'floor' or 'phone' bid are identical, the 'floor' bid may take precedence at the auctioneer's discretion. The next bidding increment is shown for the convenience of online bidders in the bid button. The bidding increment available to online bidders may vary from the next bid actually taken by the auctioneer, as the auctioneer may deviate from Phillips's standard increments at any time at his or her discretion, but an online bidder may only place a bid in a whole bidding increment. Phillips's bidding increments are published in the Guide for Prospective Buyers.
- (e) When making a bid, whether in person, by absentee bid, on the telephone or online, a bidder accepts personal liability to pay the purchase price, as described more fully in Paragraph 6 (a) below, plus all other applicable charges unless it has been explicitly agreed in writing with Phillips before the commencement of the auction that the bidder is acting as agent on behalf of an identified third party acceptable to Phillips and that we will only look to the principal for such payment.
- (f) By participating in the auction, whether in person, by absentee bid, on the telephone or online, each prospective buyer represents and warrants that any bids placed by such person, or on such person's behalf, are not the product of any collusive or other anti-competitive agreement and are otherwise consistent with federal and state antitrust law.
- (g) Arranging absentee, telephone and online bids is a free service provided by Phillips to prospective buyers. While we undertake to exercise reasonable care in undertaking such activity, we cannot accept liability for failure to execute such bids except where such failure is caused by our willful misconduct.
- (h) Employees of Phillips and our affiliated companies, including the auctioneer, may bid at the auction by placing absentee bids so long as they do not know the reserve when submitting their absentee bids and otherwise comply with our employee bidding procedures.

#### 5 Conduct of the Auction

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

#### 6 Purchase Price and Payment

- (a) The buyer agrees to pay us, in addition to the hammer price of the lot, the buyer's premium, plus any applicable value added tax (VAT) and any applicable resale royalty (the 'Purchase Price'). The buyer's premium is 25% of the hammer price up to and including £50,000,20% of the portion of the hammer price above £50,000 up to and including £1,000,000 and 12% of the portion of the hammer price above £1,000,000. Phillips reserves the right to pay from our compensation an introductory commission to one or more third parties for assisting in the sale of property offered and sold at auction.
- (b) VAT is payable in accordance with applicable law. All prices, fees, charges and expenses set out in these Conditions of Sale are quoted exclusive of VAT.
- (c) If the Artist's Resale Right Regulations 2006 apply to the lot, the buyer agrees to pay to us an amount equal to the resale royalty provided for in those regulations and we undertake to the buyer to pay such amount to the artist's collection agent. In circumstances where (i) we are on notice that the resale royalty is payable or (ii) we have not been able to ascertain the nationality of the artist, we will identify the lot with the symbol ♠ next to the lot number and will invoice the resale royalty to the buyer. If we subsequently determine that the nationality of the artist does not entitle him/her to the resale royalty on the lot, we will arrange a refund to the buyer of the amount of the royalty paid to us. If, after a sale in which we did not collect the resale royalty on a particular lot, we become aware that information provided to us prior to the auction concerning an artist's nationality was incorrect and the artist is entitled to the resale royalty on the lot, the buyer shall pay the resale royalty to us upon receipt of an invoice.

- (d) Unless otherwise agreed, a buyer is required to pay for a purchased lot immediately following the auction regardless of any intention to obtain an export or import license or other permit for such lot. Payments must be made by the invoiced party in pounds sterling either by cash, cheque drawn on a UK bank or wire transfer, as follows:
- (i) Phillips will accept payment in cash provided that the total amount paid in cash or cash equivalents does not exceed the local currency equivalent of US\$10,000.
- (ii) Personal cheques and banker's drafts are accepted if drawn on a UK bank and the buyer provides to us acceptable government-issued identification. Cheques and banker's drafts should be made payable to Phillips Auctioneers Ltd. If payment is sent by post, please send the cheque or banker's draft to the attention of the Client Accounting Department at
- 30 Berkeley Square, London, W1J6EX and ensure that the sale number is written on the cheque. Cheques or banker's drafts drawn by third parties will not be accepted.
- (iii) Payment by wire transfer may be sent directly to Phillips. Bank transfer details:

Bank of Scotland Gordon Street, Glasgow G13RS, Scotland Account of Phillips Auctioneers Ltd. Account No: 00440780 Sort code: 80-54-01 SWIFT/BIC: BOFSGB21138

IBAN: GB36B0FS80540100440780

- (e) As a courtesy to clients, Phillips will accept American Express, Visa, MasterCard, UnionPay (for in-person transactions only) and UK-issued debit cards to pay for invoices of £50,000 or less. A processing fee will apply.
- (f) Title in a purchased lot will not pass until Phillips has received the Purchase Price for that lot in cleared funds. Phillips is not obliged to release a lot to the buyer until title in the lot has passed and appropriate identification has been provided, and any earlier release does not affect the passing of title or the buyer's unconditional obligation to pay the Purchase Price.

# 7 Collection of Property

- (a) Phillips will not release a lot to the buyer until we have received payment of its Purchase Price in full in cleared funds, the buyer has paid all outstanding amounts due to Phillips or any of our affiliated companies, including any charges payable pursuant to Paragraph 8 (a) below, and the buyer has satisfied such other terms as we in our sole discretion shall require, including completing any anti-money laundering or anti-terrorism financing checks. As soon as a buyer has satisfied all of the foregoing conditions, he or she should contact us at +44 (0) 207 318 4081 or +44 (0) 207 318 4082 to arrange for collection of purchased property.
- (b) The buyer must arrange for collection of a purchased lot within seven days of the date of the auction. After the auction, we will transfer all lots to our fine art storage facility located near Wimbledon and will so advise all buyers. Purchased lots are at the buyer's risk, including the responsibility for insurance, from (i) the date of collection or (ii) seven days after the auction, whichever is the earlier. Until risk passes, Phillips will compensate the buyer for any loss or damage to a purchased lot up to a maximum of the Purchase Price paid, subject to our usual exclusions for loss or damage to property.
- (c) As a courtesy to clients, Phillips will, without charge, wrap purchased lots for hand carry only. We do not provide packing, handling, insurance or shipping services. We will coordinate with shipping agents instructed by the buyer, whether or not recommended by Phillips, in order to facilitate the packing, handling, insurance and shipping of property bought at Phillips. Any such instruction is entirely at the buyer's risk and responsibility, and we will not be liable for acts or omissions of third party packers or shippers.
- (d) Phillips will require presentation of government-issued identification prior to release of a lot to the buyer or the buyer's authorized representative.

#### 8 Failure to Collect Purchases

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

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

#### 9 Remedies for Non-Payment

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

(b) The buyer irrevocably authorizes Phillips to exercise a lien over the buyer's property which is in our possession upon notification by any of our affiliated companies that the buyer is in default of payment. Phillips will notify the buyer of any such lien. The buyer also irrevocably authorizes Phillips, upon notification by any of our affiliated companies that the buyer is in default of payment, to pledge the buyer's property in our possession by actual or constructive delivery to our affiliated company as security for the payment of any outstanding amount due. Phillips will notify the buyer if the buyer's property has been delivered to an affiliated company by way of pledge.

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

#### 10 Rescission by Phillips

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

## 11 Export, Import and Endangered Species Licences and Permits

Before bidding for any property, prospective buyers are advised to make their own enquiries as to whether a licence is required to export a lot from the United Kingdom or to import it into another country. Prospective buyers are advised that

some countries prohibit the import of property made of or incorporating plant or animal material, such as coral, crocodile, ivory, whalebone, Brazilian rosewood, rhinoceros horn or tortoiseshell, irrespective of age, percentage or value. Accordingly, prior to bidding, prospective buyers considering export of purchased lots should familiarize themselves with relevant export and import regulations of the countries concerned. Please note that the US prohibits the importation of any item containing African elephant ivory. Asian elephant ivory may be imported in to the US only if accompanied by independent scientific analysis of continent of origin and confirmation the object is more than 100 years old.

With regard to any item containing endangered species other than elephant ivory, an importer into the US must provide documented evidence of the species identification and age of an object in order to demonstrate that the item qualifies as an antique. This will require the buyer to obtain an independent appraisal certify the species of endangered material on the object and certifying that the object is not less than 100 years of age. A prospective buyer planning to import an object containing endangered species into the US may not rely on Phillips cataloguing to establish the species of endangered material on the object or to establish the age of the object and must consult with a qualified independent appraiser prior to placing a bid on the lot.

It is solely the buyer's responsibility to comply with these laws and to obtain any necessary export, import and endangered species licences or permits. Failure to obtain a licence or permit or delay in so doing will not justify the cancellation of the sale or any delay in making full payment for the lot. As a courtesy to clients, Phillips has marked in the catalogue lots containing potentially regulated plant or animal material, but we do not accept liability for errors or for failing to mark lots containing protected or regulated species.

#### 12 Data Protection

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

(b) In order to provide our services, we may disclose your personal data to third parties, including professional advisors, shippers and credit agencies. We will disclose, share with and transfer your personal data to Phillips's affiliated persons (natural or legal) for administration, sale and auction related purposes, including to persons outside the European Economic Area (EEA), where national laws may not provide an equivalent level of protection to personal data as that provided within the EEA. You expressly consent to such transfer of your personal data, including sensitive personal data, outside the EEA. We will not sell, rent or otherwise transfer any of your personal data to third parties except as otherwise expressly provided in this Paragraph 12.

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

#### 13 Limitation of Liability

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

(b) Except as otherwise provided in this Paragraph 13, none of Phillips, any of our affiliated companies or the seller (i) is liable for any errors or omissions, whether orally or in writing, in information provided to prospective buyers by Phillips or any of our affiliated companies or (ii) accepts responsibility to any bidder in respect of acts

or omissions, whether negligent or otherwise, by Phillips or any of our affiliated companies in connection with the conduct of the auction or for any other matter relating to the sale of any lot.

- (c) All warranties other than the Authorship Warranty, express or implied, including any warranty of satisfactory quality and fitness for purpose, are specifically excluded by Phillips, our affiliated companies and the seller to the fullest extent permitted by law.
- (d) Subject to sub-paragraph (e) below, none of Phillips, any of our affiliated companies or the seller shall be liable to the buyer for any loss or damage beyond the refund of the Purchase Price referred to in sub-paragraph (a) above, whether such loss or damage is characterised as direct, indirect, special, incidental or consequential, or for the payment of interest on the Purchase Price to the fullest extent permitted by law.
- (e) No provision in these Conditions of Sale shall be deemed to exclude or limit the liability of Phillips or any of our affiliated companies to the buyer in respect of any fraud or fraudulent misrepresentation made by any of us or in respect of death or personal injury caused by our negligent acts or omissions.

#### 14 Copyright

The copyright in all images, illustrations and written materials produced by or for Phillips relating to a lot, including the contents of this catalogue, is and shall remain at all times the property of Phillips and, subject to the provisions of the Copyright, Designs and Patents Act 1988, such images and materials may not be used by the buyer or any other party without our prior written consent. Phillips and the seller make no representations or warranties that the buyer of a lot will acquire any copyright or other reproduction rights in it.

#### 15 General

- (a) These Conditions of Sale, as changed or supplemented as provided in Paragraph 1 above, and Authorship Warranty set out the entire agreement between the parties with respect to the transactions contemplated herein and supersede all prior and contemporaneous written, oral or implied understandings, representations and agreements.
- (b) Notices to Phillips shall be in writing and addressed to the department in charge of the sale, quoting the reference number specified at the beginning of the sale catalogue. Notices to clients shall be addressed to the last address notified by them in writing to Phillips.
- (c) These Conditions of Sale are not assignable by any buyer without our prior written consent but are binding on the buyer's successors, assigns and representatives.
- (d) Should any provision of these Conditions of Sale be held void, invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect. No failure by any party to exercise, nor any delay in exercising, any right or remedy under these Conditions of Sale shall act as a waiver or release thereof in whole or in part.
- (e) No term of these Conditions of Sale shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by anyone other than the buyer.

# 16 Law and Jurisdiction

- (a) The rights and obligations of the parties with respect to these Conditions of Sale and Authorship Warranty, the conduct of the auction and any matters related to any of the foregoing shall be governed by and interpreted in accordance with English law.
- (b) For the benefit of Phillips, all bidders and sellers agree that the Courts of England are to have exclusive jurisdiction to settle all disputes arising in connection with all aspects of all matters or transactions to which these Conditions of Sale and Authorship Warranty relate or apply. All parties agree that Phillips shall retain the right to bring proceedings in any court other than the Courts of England.
- (c) All bidders and sellers irrevocably consent to service of process or any other documents in connection with proceedings in any court by facsimile transmission, personal service, delivery by mail or in any other manner permitted by English law, the law of the place of service or the law of the jurisdiction where proceedings are instituted at the last address of the bidder or seller known to Phillips.

# **Authorship Warranty**

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

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

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# **Sale Information**

# Modern Masters Sale

# Auction and Viewing Location

30 Berkeley Square, London W1J 6EX

#### Auction

27 April, 6pm

## Viewing

22 - 27 April 2016 Monday - Saturday 10am - 6pm Sunday 12pm - 6pm

#### Sale Designation

In sending in written bids or making enquiries please refer to this sale as UK050216 or Modern Masters

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Lot 9 (detail), Eileen Gray **Back Cover** 

Lot 9 (detail), Eileen Gray

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Ernst Ludwig Kirchner Kopf Ludwig Schames, 1918 (detail) woodcut, second state (of three) Estimate \$25,000-35,000

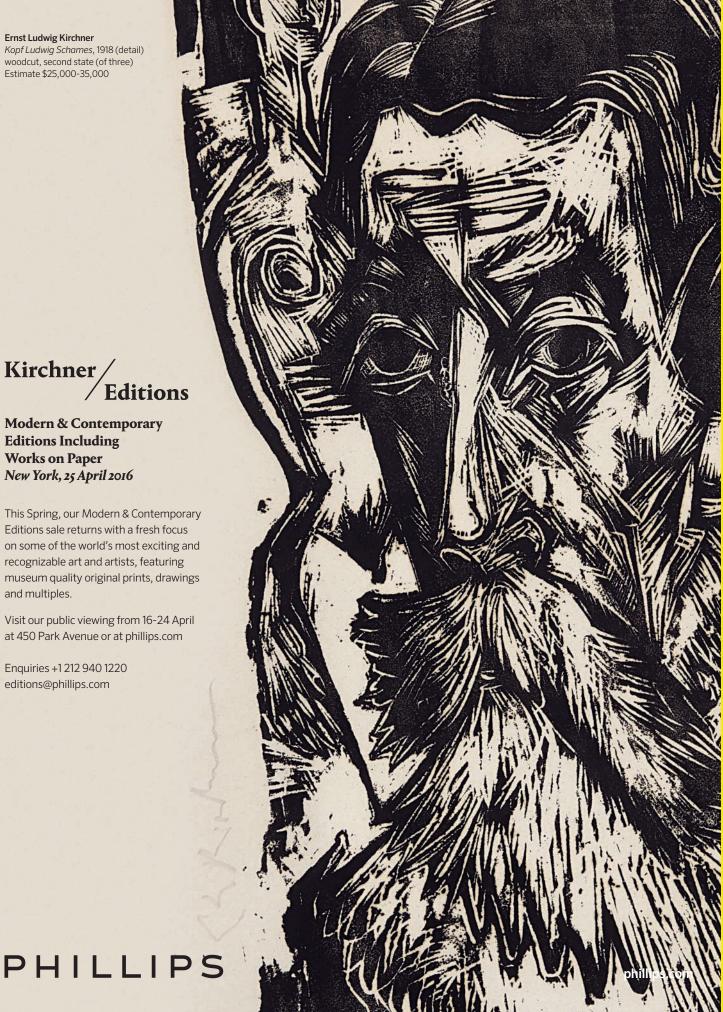
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# 38. Märta Måås-Fjetterström

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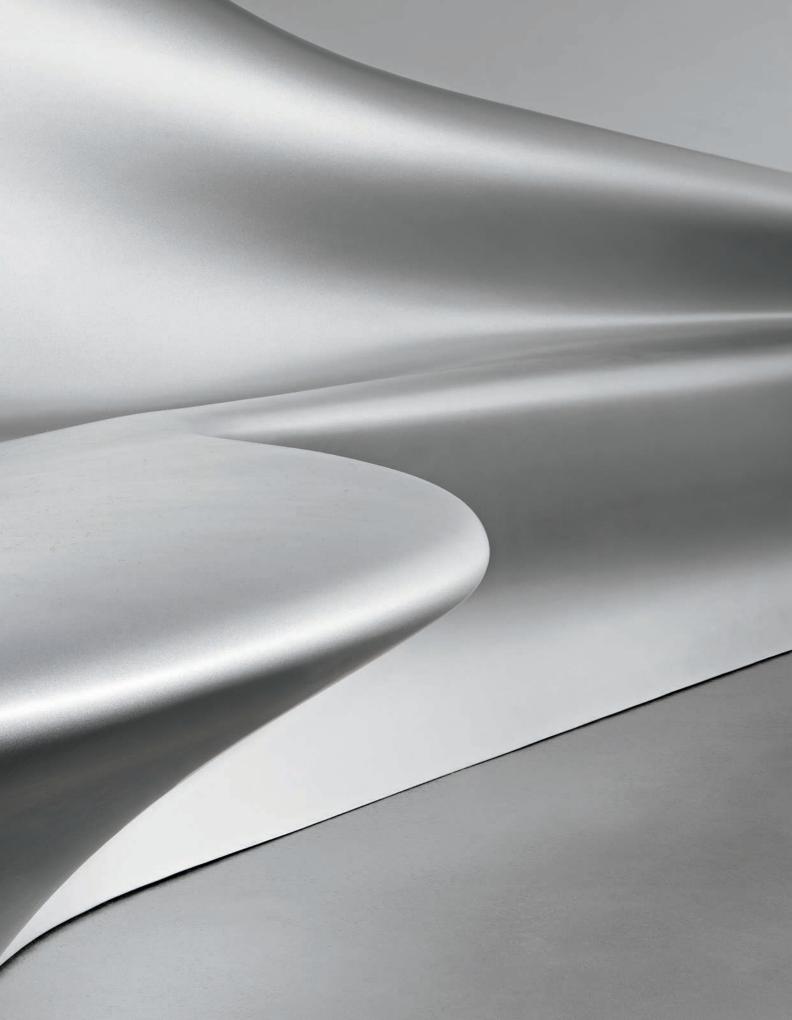












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