







# **ART OF AFRICA**

## **TUESDAY 14 MAY 2019**

#### **AUCTION**

Tuesday 14 May 2019 at 6.30 pm (Lots 1-9)

20 Rockefeller Plaza New York, NY 10020

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9/10/18



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29 APRIL ANTIQUITIES **NEW YORK**  2 MAY ART OF THE ISLAMIC AND INDIAN WORLDS INCLUDING ORIENTAL RUGS AND CARPETS

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03/ 09/ 2019



# A GREBO/KRU MASK

# LIBERIA

Height: 27¾ in. (70.5 cm.)

\$200,000-300,000

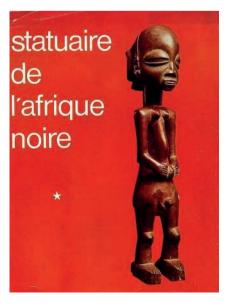
#### PROVENANCE:

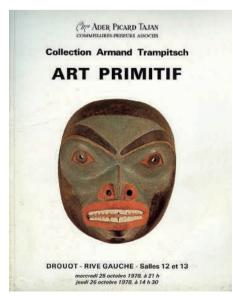
Collection Armand Trampitsch (1893-1975), Nancy, France. An eclectic collector, known, especially for his collection of archeaology. His father, Antoine, created a brewery in 1897, Armand succeeded him in 1911.

Ader-Picard-Tajan, Paris, Collection Armand Trampitsch, 25/26 October 1978, lot 95 Private collection, Paris, France with Alain de Monbrison, Paris French Private Collection

#### PUBLISHED:

Jacob, Alain, Statuaire de l'Afrique noire, Paris, ABC Décor, 1976, p. 52 (left)







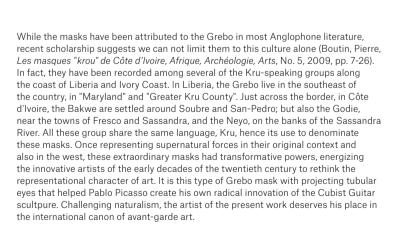
@The Museum of Modern Art/Licensed by SCALA/Art Resource, NY @2019 Estate of Pablo Picasso/Artists Rights Society (ARS), New York (ARS), New

# RADICAL INNOVATION: THE TRAMPITSCH-GREBO KRU MASK AND ACCESS TO THE UNSEEN

Besides the radical innovation of turning the face's openings (such as eyes, nose and mouth) in positive protruding volumes, this mask stands out for a surprising amplification: the multiplication of its tubular eyes. The actual face of the mask is superimposed by two sets of eyes, which encircle a large central eye. The Cyclopean character of the latter is further reinforced by an additional circle painted around the pupil, strengthening the power of its gaze. The whole is crowned by a second, smaller face, with a broad trapezoidal nose - contrasting with the more typical slim nose below. The circle around the left upper eye is undulated. As it is the only asymmetrical aspect of the mask, it immediately attracts the attention. Set on a uniformly flat panel, the nine cylinders of the eyes clearly are a manifest sign of the mask's power. The eyes are blind and to see, the dancer would look through the holes perforated below the central eye. Typical for Kru masks is the polychrome painting of the face. The organization in different colored areas and bands accentuates the different facial features and give the whole a very dynamic appearance. Both eyes, nose and mouth of this mask are decorated with a vivid blue pigment. The use of three primary colors, white, red and blue, add an additional layer of meaning to the mask and must have enhanced the spectators' awe when this mask performed.

Only a few other Kru masks like this are known, two were formerly in the famous Vérite collection in Paris (Enchères Rive Gauche, *Collection Vérité*, 17 et 18 June 2006, lot 157 and lot 151), the latter sold at Christie's in 2015 (23 June 2015, lot 41). Both masks have four set of eyes, the first with two sets of mouths and noses as well. A last mask with multiple sets of eyes was acquired in 1922 from Julius Konietzko by the Berlin Museum (III C 32511). The exact meaning of the multiple eyes remains uncertain. The scholar Monni Adams, discussing a Kru mask with ten eyes in *Africa: Art of A Continent* (1995, p. 465) has referred to the fairly commonly used expression in West Africa - "to have four eyes", which refers to the gift of clairvoyance enjoyed by certain humans, who look beyond the visible realm. This gift is held not only by diviners, but all guardians of a cult and bearers of masks, who are also seers. This metaphor may have inspired the multiplication of eyes. This mask thus embodies and formally represents this magical ability and concretely transposes the intensification of the vision, the magical penetration of the gaze and the power to access the unseen.







Pablo Picasso *Dining Room of the Artist at Montrouge.* 1917. Musee Picasso, Paris. © 2019 Estate of Pablo Picasso / Artists Rights Society (ARS), New York



Pablo Picasso *Guitar*. Paris, after March 1914. Gift of the artist. Digital Image © The Museum of Modern Art/Licensed by SCALA / Art Resource, NY © 2019 Estate of Pablo Picasso / Artists Rights Society (ARS), New York





# A BAULE FIGURE ATTRIBUTED TO THE ESSANKRO MASTER

# **IVORY COAST**

Height: 211/4 in. (54 cm.)

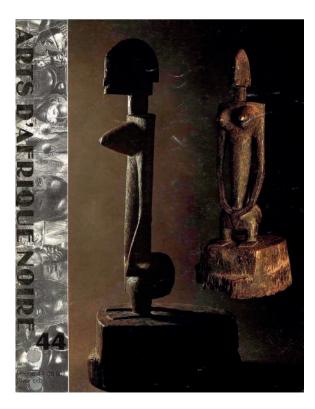
\$70,000-100,000

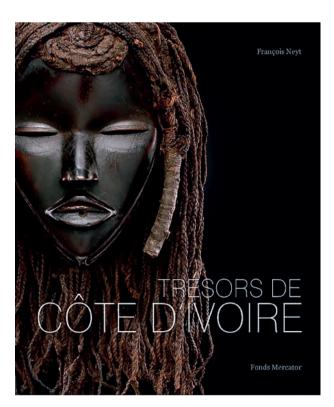
#### PROVENANCE:

Lucien Van de Velde, Antwerp, Belgium Collection Guillaume Vranken-Hoet, Dilbeek, Belgium, 1982 Private Collection, Belgium

# PUBLISHED:

Boyer, Alain-Michel, *Miroirs de l'invisible: la statuaire baoulé*, Arts d'Afrique Noire, vol. 44, 1982, p. 34, fig. 5 Neyt, François, *Trésors de Côte d'Ivoire*, Brussels, 2014, p. 263, #191









#### AN IDEAL MAN: A WORK BY THE ESSANKRO MASTER

This superb figure belongs to an ensemble of Baule statues that can be attributed to a group of artists active in the central Baule area from the mid to the late nineteenth century. While Susan Vogel (*Known Artists but Anonymous Works*, African Arts, Vol. 32, No. 1, Spring 1999, p. 51) originally referred to them as the "Nzipri Circle" of artists, Bernard de Grunne (*Mains de maîtres*, Brussels, 2001, pp. 67-79) suggested the name "Masters of Sakassou", referring to a village where such a sculpture was discovered. Both share the view that the set of known statues was the work of a workshop of several contemporaries who lived in the nineteenth century and who influenced each other. In 2015's *Les Maîtres de la sculpture de Côte d'Ivoire*, Bernard de Grunne finally proposed the name of "The master of Essankro and his workshop" based on new information obtained in situ by Susan Vogel (op. cit., pp. 88-91).

Figures in this style are "characterized by a long, supple line, the body having a soft, rounded belly, the face concave and heart-shaped with large round eyes. The idiosyncratic treatment of the lower leg is an easily recognized trait: the ankle is usually behind the center of gravity, well behind the knee, and the ankles are small, pulled close together, giving the figure tension and a sort of lift off the high, tight, deeply ribbed base" (Vogel, op. cit., p. 51). Bernard de Grunne considers this style to be one of the most accomplished achievements of Baule art

The most known works in the Essankro style are the superb pair of figures in the Metropolitan Museum of Art (#1978.412.390-.391) and the bearded male figure exhibited at the Museum of Modem Art in 1935 (Sweeney, J., African Negro Art, New York, 1935, #69). As discussed, the corpus of known figures in the Essankro style is too varied and too numerous to assert that they are all from a single hand. Nonetheless, an individual masterhand within this workshop can be identified on the basis of a small set of iconographic details: half-closed oval eyes, a keloid scarification in the middle of the forehead, fleshy rounded nostrils, a big oval mouth and the elongated fingers and thumb. At least three male statues (Sotheby's, London, 30 April 1982, lot 186; Sotheby's, New York, 16 November 2001, lot 48; and one published in Africa; la figura imaginada, Fundacion "la Caixa", 2004, #47) share these traits with the present statue. For another similar male statue, paired with a female figure, see de Grunne, Bernard, L'Art Africain dialogue avec Francis Picabia, Belgium, 2009 (leaflet).

This superb statue was once owned by a Baule diviner. Sculptures were often an important presence in their divining sessions, during which they were consulted by clients with a myriad of problems, often relating to childbearing or other health concerns. The presence of such a carving, called *asie usu*, enhanced their prestige. An *asie usu* spirit would have dictated its carving preferences for the statue through dreams of the diviner, the carver or the client; it would specify the wood, shape, gender, and personality of the figure, and whether it wanted to be standing or sitting. Such figures needed to be beautiful to entice the spirit that they were deemed to attract. Therefore, they embody Baule ideals of civilized beauty, with their elegant and refined coiffures, elaborate scarifications patterns on face and torso – two markers of civilization. The smooth skin, long neck, elongated torso, muscular calves and buttocks were other Baule beauty ideals. All these features, rendered in perfection in the present statue, culminate in this depiction of the perfect Baule man.



© The Metropolitan Museum of Art. Image source: Art Resource, NY



Walker Evans, Figure. Ivory Coast. Baule / Figure of Man. Baoulé. 1935. The J. Paul Getty Museum, Los Angeles



# A GURO MASK REPRESENTING GU

## **IVORY COAST**

Height: 10½ in. (27 cm)

\$180,000-250,000

#### PROVENANCE:

French Private Collection, Lourdes, reportedly collected in the 1930s Alain Schoffel Collection

## THE BEAUTIFUL WOMAN

In all aspects, this *Gu* mask reflects characteristics of ideal beauty amongst the Guro. Her skin is red, which is the color associated with women. Her teeth are filed and hair neatly coiffed as sign that she is cultivated, not part of the natural, wild world. Her sloping forehead, gracefully arching brows and downcast eyes further aspects of her refined character as seen in her physical attributes. In her discussion of a very closely related mask of *Gu* in the collection of the Barbier-Mueller Museum, Geneva, Fasel notes several related attributes of the offered mask which went out of fashion by 1920 in Guro cultural society (in Barbier 1993: 93, text to cat. 153). One such attribute is the scarification on the cheeks. After 1920 this went out of fashion and was never seen. Even by that time, when asked the women described it as purely aesthetic, but other information suggests that in former times its origins did signify particular events of a family's history, and therefore with symbolic origins or to deceive spirits.

In Guro cultural practice of the last centuries, the mythical woman, or idealized ancestress, Gu, is described as never leaving the sacred grove alone, rather, she is always accompanied by her husband/father. Her teeth are filed in a zigzag pattern, like those of many Guro women born before about 1920. Gu is the wife/daughter of Zamble. She is a beautiful woman: she sings the praises of [her father/husband] Zamble, dances lasciviously and places the stones in the hearth of young wives, whom she protects from any ill will on the part of the family into which they have married (ibid.)





Man Ray Noire et Blanche (Black and White), Kiki de Montparnasse, 1926 © Man Ray 2015 Trust / Artists Rights Society (ARS), NY / ADAGP, Paris







#### Δ

# A BAMANA *NTOMO* MASK ATTRIBUTED TO THE PROTO-SÉGOU MASTER

## MALI

Height: 26 in. (66 cm.)

\$300,000-500,000

#### PROVENANCE:

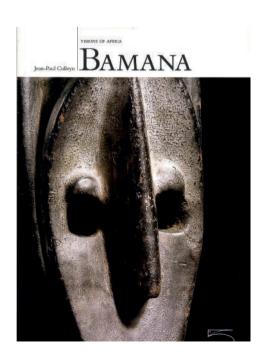
Jeanne Walschot Collection (1896-1977), Brussels Prince Igor Troubetskoy (1912-2008), Paris, acquired from the above, *circa* 1960s Johann Levy, Paris Important Private Collection, Paris

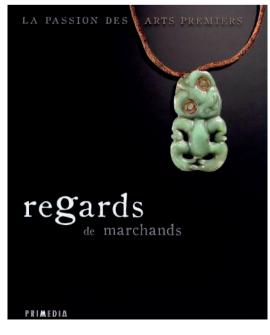
#### **EXHIBITED**

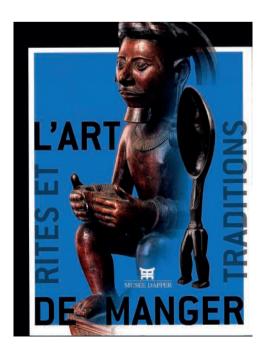
Paris, Monnaie de Paris, *La Passion des Arts Premiers. Regards de Marchands*, 9 September - 18 October 2009 Paris, Musée Dapper, *L'art de Manger: Rites and Traditions*, 15 October - 12 July 2014

#### PUBLISHED

Colleyn, Jean-Paul, *Bamana: Five Continents*, Milan, 2009, plate 32 and p. 125 *La Passion des Arts Premiers. Regards de Marchands*, Paris: Primedia, 2009, p. 66 Falgayrettes-Leveau, Christiane and Anne van Cutsem-Vanderstraete (eds.), *L'Art de Manger: Rites et Traditions*, Musée Dapper, Paris, 2014, p. 45











#### THE ANCESTRESS - A PROTO NTOMO MASK

Ntomo masks of the Bamana people are quintessential complex mask-sculptures combining anthropo-zoomorphic forms, and in some representations depict figures at the crest. The masks were employed during initiation ceremonies grooming young men for adulthood. The recognizable forms of the Ntomo and their appreciation were cemented in 1960 when Robert Goldwater curated a monographic exhibition – Bambara Sculpture from the Western Sudan – under the auspices of Nelson Rockefeller's Museum of Primitive Art, whose collection of African art went on to become that of The Metropolitan Museum of Art.

Goldwater's exhibition sparked further art historical study to the art of the Bamana. By 1966, Allen Wardwell examined a group of figures which he believed, based upon stylistic analysis, belonged to a previously unidentified Bamana sub-style (Wardwell 1968). Ezio Bassani refined this theory in 1978, when he identified a group of 57 Bamana sculptures as belonging to a single workshop. This workshop, active at the end of the 19th and early 20th century in the Bani River region, between Ségou and Koutiala was subsequently called the 'Masters of Ségou' (Bassani 1978, part 2: 197-199). These artists rightly deserve their study and notice within the canon.

There are many beautiful examples of Ntomo mask – all with the hallmark transverse crest of horns - that range from simple faces and dark patinas to what we may consider the baroque style of the aforementioned Segou workshop with large proportions, sometimes with curvilinear motifs and highly stylized facial features.

The offered mask, however, affords a moment to redefine the canon of known Ntomo masks. Clearly this is the work of a Master Sculptor, who was inventive and highly original. In this mask, the artist, also from Segou, embarks on a new path. He maintains the purity of the human face with crested horns, to boldly add, with powerful symbolism, a female figure. The artist stays true to important symbolism of the Ntomo. What are now referred to as trademarks of the Segou style are only emerging here - the long nose which intersects with a tall, rounded forehead and a bi-furcated coiffure. The artist created this mask, which we can refer to as the ancestress who gave birth to a succession of other beautiful masks. The crest is not just an artist playing with neat forms, one can see the duality of the crest as being a field of wheat or stalks of grass. Verdant nature. The hero that brought the Bamana maps of how to till the soil was an antelope, named Ci-Wara. With that in mind, the spikes can also be read as antelope horns, or symbols of an homage to Ci-Wara for bringing this knowledge. The woman, with her powerful stance, and most original and striking - her limbs - feet and hands - join the horizon in an ultimate symbolism of fertility of the land begetting fertility of the people. Therefore, the artist never loses sight of the ultimate teachings of Ntomo and other initiation practices - to confer a state of physical and mental equilibrium necessary for a good life in society.



Photo Eliot Elisofon, in Elisofon and William Fagg, The Sculpture of West Africa, London, 1958:43, pl.31







# A FANG-NTUMU FIGURE FOR A RELIQUARY EYEMA BYERI

## **GABON**

Height: 33¼ in. (84.5 cm.)

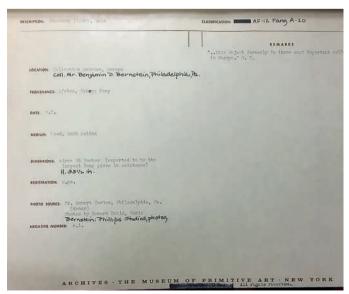
\$120,000-140,000

#### PROVENANCE:

With comments from Robert Carlen: European Collection With Robert Carlen, Philadelphia Benjamin D. Bernstein, Philadelphia French Private Collection

#### PUBLISHED:

The Metropolitan Museum of Art, The Visual Resource Archive (VRA), ex- Photograph Study Collection, AF -12 Fang A-20. Photograph from Benjamin Bernstein, Phillips Studio and/or Robert David

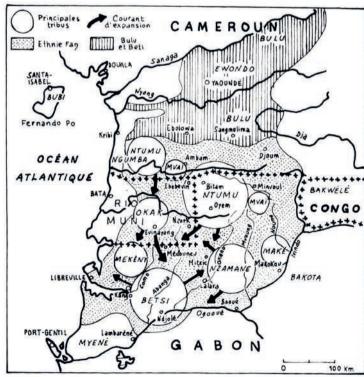


MMA, The Visual Resource Archive (VRA), ex-Photograph Study Collection, AF-12 Fang A-20. Benjamin Bernstein, Phillips Studio and/or Robert David.

#### TO ENCOURAGE THEIR PROTECTIVE BENEVOLENCE

Before the 1970s the Fang groups were generally called 'Pangwe' or 'Pahouins'. In that period, little notice was taken of the real names of ethnic groups and the term 'Fang', the name of a tiny fraction of the group, but one which came in contact with Europeans before all others, was very quickly used to denote several cultures which shared the same tradition of ancestor veneration. In fact, the Fang call themselves by their clan and lineage names, most belonging to different subgroups. It is their neighbors, and above all the Europeans, who have given them the generic name of 'Fang', which they themselves do not use. The ethno-morphological studies of Louis Perrois have brought out two sub-styles: one attributable to the Ntumu and related groups (the 'northern Fang'), characterized by elongated volumes and extreme stylization of anatomical details; the other, found among the southern Fang (Nzaman, Betsi and Okak), dominated by full, stocky forms. The present statue originates from the Ntumu region (located between Ntem and Woleu), which spreads over the border areas of three countries (Gabon, Cameroon and Equatorial Guinea).

The worship of the relics of the family's illustrious dead is widespread in Gabon. Among the different Fang groups, this ancestor veneration was known as byeri. Aid and protection were demanded from the clan's ancestors in exchange for offerings and prayers. The skulls of several generations of ancestors of the lineage were kept in cylindrical bark containers and guarded by a wooden anthropomorphic figure (eyema byeri) placed on top. The byeri was consulted before any important undertaking: hunting, travel, choice of terrain for planting of a settlement, marriage, political alliance, disagreements or serious disputes, war, etc. Ancestors were also called upon to grant fertility to their descendants. At the same time, their anger over the transgression of established rules of behavior could manifest itself in problems such as infertility, famine and sickness. The officiator was the esa, always an old man already near the ancestors. The reliquary figure served as the focus of periodic offerings and also warned women and children away from the sacra. The statue was anointed regularly with palm oil and resin, and drinks were offered to it, sometimes mixed with the blood of sacrificed animals. This ancestor cult sought to bind together living and deceased members of a lineage through the learning and recitation of its genealogy. The foremost concern of ancestral rites was to honor ancestors in order to encourage their protective benevolence towards the lineage.



Map of Gabon by Louis Perrois 2016



#### INHERENT DYNAMISM: POISED FOR ACTION

An exceptional piece of work in terms of the balance of sculptural dimensions, this statue is representative of the Ntumu style in that the proportions are elongated. The subtle curvature of the head, with a great overall decorative sobriety are other typical characteristics of this style. The head, essentially spherical with a prominent forehead, has a face which is characteristic of Ntumu style, with features hollowed out cheeks in the shape of a heart. The heart-shape is accentuated by the finely incised arched eyebrows. The eyes are represented by circular metal discs nailed into the wood. These applied copper accents enliven the gaze of the figure, which suggest vigilance. In situ, the play of light on this contrasting reflecting surface made the eyes even more striking. The figure has a prominent protuberant mouth with thick, pursed lips. Although partly eroded, owing to removal of material from the mouth and nose for ritual purposes, the subtle modeling of the face is still visible. This wear was deliberate and arose from ritual handling. Officiants would remove fine shavings from the statue's face and would mix them with the medicinal preparations required for certain rituals. Large ears project boldly at the sides. This striking emphasis given to the prominent ears suggests an intentional visual allusion to the role that the ancestors played in listening to the invocations of their offspring. The sculptor has drawn upon this detail as a sign of their engagement. The hair in a cadogan with a central crest falling back over the back of the neck, is a sculptured transcription of the wigs that were worn in real life. It is decorated with incised herringbone patterns accentuating its curve. Under the strong columnar neck, muscular arms depart. Diagonal scarifications are visible on the frontal part of the shoulders. The long, muscular arms, carved free from the trunk, heighten the impression of elongation given by the figure. Only the thumbs of the hands are touching the abdomen. Byeri figures often rest their hands on their thighs or abdomen in an expectant stance, introducing a tension within the body in repose that suggests an inherent dynamism - the subject is poised for action. The wellcarved hands are placed next to a protruding cylindrical peg-like navel. The navel was seen as a reminder of the link between humans from generation to generation. The detailed representation of the male sex corresponds to the symbolic need to evoke the man's fertility, the means of the group's survival. The central role of the ancestors in enhancing fertility was reinforced by the overt emphasis upon the sexual identity of this figure. The figure clearly intended to be seen in the round, the spine is graciously defined in relief, it is flanked at both sides by multiple double diagonal incisions. The back is slightly curved. The body is set on powerful thighs (perpendicular to the torso) from which long legs emerge. The continuous horizontal curvature of the buttocks and thighs extends out below the waist and culminates in narrow knees. Directly below, muscular calves terminate in small, toeless diminutive feet. Despite the apparent simplicity of its structure, the present Ntumu statue displays a highly skilled technique and still stands guard, far removed in place and time from its original context.

#### A NOTE ON PROVENANCE:

This Ntumu has graced two influential Philadelphia art collections. In the tradition of the collection at the Barnes Foundation, Robert Carlen (1906-1986) of Carlen Gallery collected across categories, specializing in American folk, primitive and decorative art, but also dealing in African, European, and Oriental art. Over the years he worked with Alfred Frankenstein and Mary Black, and uncovered many Edward Hicks' paintings. He was also Horace Pippin's dealer. Benjamin D. Bernstein (1907-2003), was not a dealer, but rather a shipping magnate with a passion for collecting. The works in his collection also stretched beyond the boundaries of traditional collecting, ranging from pieces by members of the avant-garde CoBrA movement to local Philadelphia artists to the Ntumu seen here. Bernstein donated much of his large collection to institutions in Pennsylvania and New York.



Günter Tessmann, Die Pangwe: Völkerkundliche Monographie eines west-afrikanischen Negerstammes, Berlin, 1913, vol. 2, p. 125, fig. 48
Tessmann witnessed two byeri rites during the first decade of the twentieth century, one in Equatorial Guinea, the other in southern Cameroon - had settled in Ntumu country, in Rio Muni, in 1904. Tessmann documented the rituals celebrated by the Esseng family in Cameroon with three photographs that were published in 1913 in his ethnography on the Fang. These images illustrate the chapter 'Veneration of the Ancestors'.

The present image documents the presentation of the relics. The initiate would be given instruction concerning the identity of the various relics, his relationship to them, and his ritual obligations.









# 6 A PUNU MASK, *OKUYI*

# GABON

Height: 13 in. (33 cm.)

\$250,000-350,000

# PROVENANCE:

Galerie Van Bussel, Amsterdam Pace Gallery, New York Distinguished New York Private Collection

# TESTAMENT TO THE GRACE AND POWER OF WOMEN TO UNIFY COMMUNITY

The white masks of the Punu from Southern Gabon have become one of the emblematic images of African arts since the end of the 19th century. The *okuyi* dance, which gave its name to these masks, brought the community together for major events: during the funerals of its most important members, at the birth of twins, at the initiation of young men, and to restore social order after a crisis in the community. The *okuyi* dancer, accompanied with his acolytes, danced through the village on high stilts provoking people with acrobatic stunts.

Okuyi invoked spirits from the underworld that were incarnated as a "beautiful young girl". Her appearance was idealized in an exquisitely carved mask. Some of the prerequisites for her face were that it must have high cheekbones, an expansive forehead marked by scarifications, arched slit eyes, a flat nose with marked wings, full delicate lips, a smooth philtrum above them, and a elaborate coiffure which mirrored those worn by important Punu women in the 19th century. While the hair was blackened, the lips and scarifications on forehead and temples were painted red. The face was covered in mineral white chalk. This color was also used for body painting during cultural ceremonies and was associated with the ancestral spirits, protective and beneficial for the community. The raised scarification marks on the temples and forehead have been subject to a wide range of interpretations; the scholar Louis Perrois argues, for example, that the combination of 'male' square patterns on the temples and 'female' diamonds on the forehead serves as an indication of ancestral androgyny, while others have linked these with the nine primordial clans of the Punu. In any case, such patterns were also considered signs of great beauty.

According to the classification of Louis Perrois (*Arts of Gabon*, Arnouville, 1979), the present mask is part of the type of masks where the hair is composed of thin braids arranged in two shell-like forms, each of which tapers down into a side braid. The famous mask of the Goldet collection (Ricqles, *Hubert Goldet Collection*, Paris, June 30 and July 1, 2001, lot 269) as well as the one from the Vérité collection (Enchères Rive Gauche, 17-18 June 2006, lot 185) are of the same type, as well as a mask sold at Christie's (Christie's, Paris, 8 December 2004, lot 192) and one in the collection of the Rotterdam museum (#MVVR.30271).

Within Punu society, *okuyi* masks correspond to some of the highest ideals of feminine charm. These masks are testaments to the grace and power of Punu women. Their prevailing naturalism endeared such masks to the Europeans who encountered them in the late nineteenth and early twentieth centuries. As in Gabon, these white masks remained items of great beauty and virtuosity once they entered Western collections. Early modernist artists were taken by their symmetry and proportion. See Rubin (*Primitivism in 20th Century Art*, 1984, p. 300) for a photograph taken in 1910 in Picasso's studio, showing a white *okuyi* mask on the wall.



Louis Perrois



Punu masquerade, anno 1930-1935. Photo source: Musée du quai Branly - Jacques Chirac, Paris, France (PP0003410). Published in "Les Forêts natales, Arts d'Afrique équatoriale atlantique", Paris: Musée du quai Branly - Jacques Chirac, 2017, p. 167, fig. 4





# 7 A BLACKENED PUNU MASK, *IKWARA*

# GABON

Height: 12 in. (30.5 cm.)

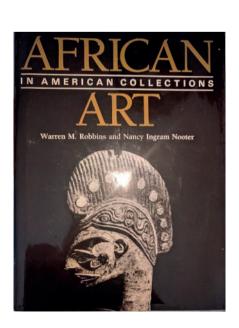
\$250,000-350,000

# PROVENANCE:

Distinguished New York Private Collection

#### PUBLISHED

Robbins, Warren and Nooter, Nancy, *African Art in American Collections, Survey 1989*, Washington, D. C., Smithsonian Institution Press, 1989, p. 35, #920





Helena Rubinstein's closely related blackened Punu mask paired with her white Punu mask. Both were acquired in 1966 auction by David Lloyd Kreeger (now in the Kreeger Museum, Washington DC). Seen here in the exhibition Helena Rubinstein: Beauty Is Power, October 31, 2014 - March 22, 2015. Photo by: David Heald. The Jewish Museum, New York / Art Resource, NY

#### MASK OF THE NIGHT: AN EXTREMELY RARE BLACKENED PUNU MASK

Blackened Punu masks are extremely rare; unlike the myriad of white Punu masks, less than a handful are known of the black type. The Kreeger Museum in Washington owns a very similar mask formerly in the collection of Helena Rubinstein. A second example, once held by Charles Ratton, is in the collection of the Dapper foundation (#9709). A third was sold by Christie's (Christie's, Paris, 7 June 2005, lot 228) and a last was formerly in the Vérité collection (Hôtel Drouot, Paris, Collection Vérité, 17-18 June 2006, lot 191).

Different then the white *okuyi* masks, which performed publicly, these masks were surrounded by secrecy. Known as *ikwara* (or *ikwara-mokulu*, which means "the mask of the night"), they were worn during nocturnal processions in the Ngounié region of South Gabon. *Ikwara* masks acted as upholders of the law. The mask acted as an agent of social control and resolved serious disputes within the community. *Ikwara* only performed outside the village for a limited audience, the elders and the parties involved in the conflict – unlike *okuyi*, who performed during the daytime inside the village. *Ikwara*'s ritual efficiency was due to the fear the mask instilled; a fear made even greater by the fact that the masked spirit only came out of the darkness for a few moments. The dancer would have been covered and hidden under an assembly of cloth, raffia and fibers, reinforcing its supernatural character. Contrasting with the blackened face, the whitened eyelids would have attracted the attention towards the mask's hypnotic gaze.

Although similar in overall physiognomy as the white *okuyi, ikwara* masks feature different facial decorations. The scales on the forehead have been replaced with a red vertical line, and white horizontal lines depart from the corners of the mouth towards the sides. A second difference is the coiffure, in the shape of big cylinder, covered with finely cut hair, with two smaller braids at the side. A third difference with *okuyi* was the color. While white was linked to the world of spirits and ancestors, black was associated with the underworld, sorcery and the malevolent forces that emanated from it. The black pigment was made from the calcination of wood. This coal was then sprayed and mixed to resin and palm oil to obtain a kind of pigment that profoundly penetrated the wood and gave the mask its deep dark color.





# THE WALSCHOT-SCHOFFEL KIFWEBE MASK

A MASTERPIECE OF GEOMETRIC ABSTRACTION



8

# THE WALSCHOT-SCHOFFEL KIFWEBE MASK ATTRIBUTED TO A SONGYE MASTER ARTIST

# DEMOCRATIC REPUBLIC OF THE CONGO

Height: 145/8 in.(37cm)

Estimate on request

#### PROVENANCE:

Jeanne Walschot Collection, before 1933 Roger Vivier Collection, before 1978 Drouot-Paris, 26 April 1978, Lot 18 Alain de Monbrison, Paris Alain Schoffel Collection

#### EXHIBITED:

Bruxelles, Cercle Artistique et Littéraire du Théâtre Royal du Parc, 1,000 objets nègres de la collection de Mlle Walschot vous transporteront dans le monde merveilleux des Noirs, 23 December 1933 - 7 January 1934

Paris, Musée Dapper, Masques - Suivi d'un texte de Leo Frobenius (1898), 26 Octobrer 1995 - 30 September 1996

#### PUBLISHED:

Berjonneau, Gérard and Sonnery, Jean-Louis, *Rediscovered Masterpieces of African Art*, Boulogne, 1987, front cover & p.182, no.151

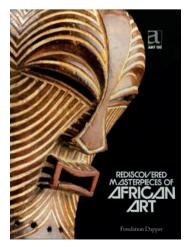
Falgayrettes-Leveau, Christiane, Le Fur, Yves, et al, Masques - Suivi d'un texte de Leo Frobenius (1898), Musée Dapper, Paris, p. 113

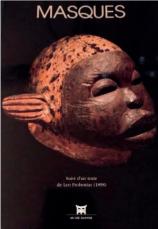
Lacaille, Agnès & Gastmans, Nico, 'African Art in Brussels as Seen Through the Lens of Germaine Van Parys - Belgian Photojournalism Pioneer', *Tribal Art Magazine*, Summer 2018, no. 88, p. 150, fig. 16

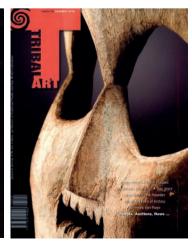
Valluet, Christine, Regards visionnaires: Arts d'Afrique, d'Amérique, d'Asie du Sud-Est et d'Océanie, Five Continents, Milan, 2018, p. 110

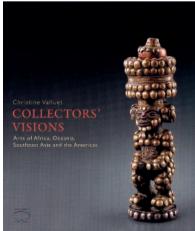
# A MASTER OF GEOMETRIC ABSTRACTION: THE SONGYE SCULPTOR

The Walschot-Schoffel *Kifwebe* Mask is the most beautiful and important example of this iconic type to come to market. The mask evinces a hypnotic grip through the sculptor's genius of marrying powerful proportions and sensual volumes with graphic lines. The work's thoughtful interiority is expressed in the eyes under the forehead which rolls down to the mouth and chin, which also lift upwards – a state of perpetual animation. The lines imbue it, simultaneously, with palpable vitality through the impression of movement, it heaves like waves that swell and contract.



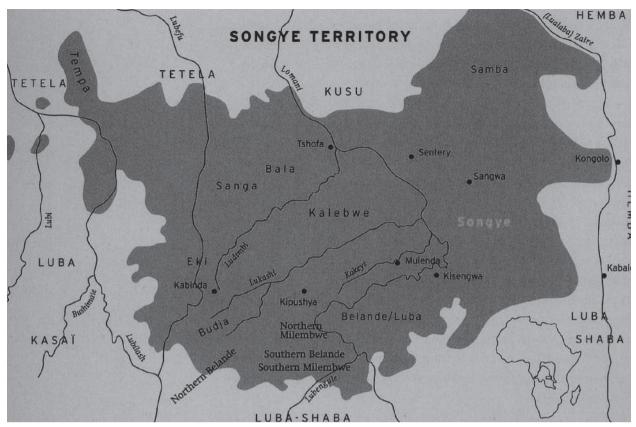












Neyt, François, Songye, Brussels, 2004, p. 20



Horstmann Collection

#### THE FOURTH DIMENSION

More than a three-dimensional sculpture, it has a fourth dimension. The mastery of the Songye artist who created this work in what is now the Democratic Republic of Congo in the nineteenth century, is evident. The *Kifwebe* type of mask is the most iconic in all of African artistry, and has compelled artists since the early 20th century and appears prominently in the works of Alexander Calder and later, Jean-Michel Basquiat. The highly graphic quality and abstraction of the mask has made its original function in the Congo – that of a supernatural being – evident to modern artists, who also strove to visually express that which is intangible.

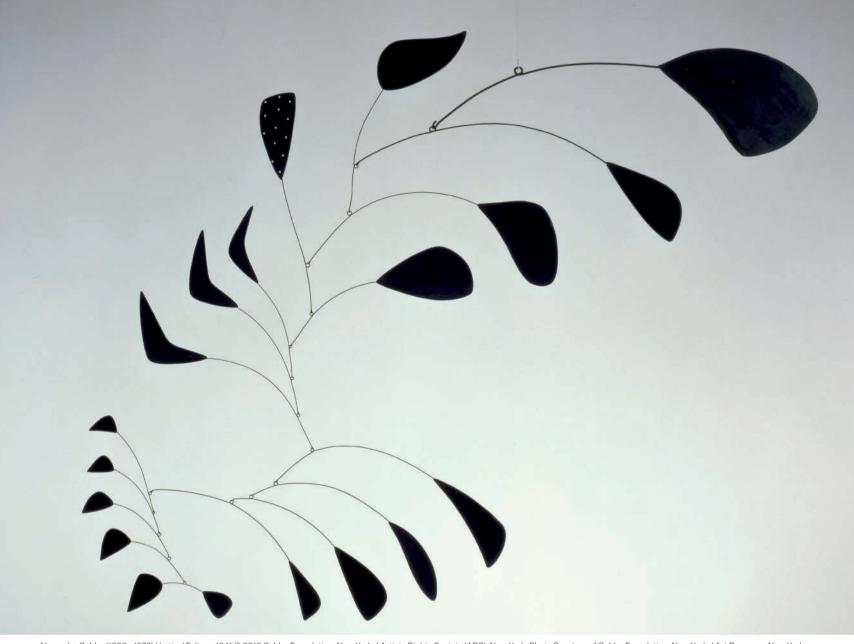
This mask was first in the legendary collection of Jeanne Walschot in Belgium before 1930, and made its way to another major collection by the 1980s – that of Alain Schoffel. The 'eye' of Alain Schoffel is synonymous with the art of Africa and the Pacific of epic quality, with works formerly in his collection now represented at the Louvre Museum

# POWER INCARNATE: THE KIFWEBE MASK

The society for which these masks were created called, *bwadi bwa kifwebe*, is the most important association in the east of the Songye region. With the power of judicial and social control, and thereby measures of economic control, as a redistributor of the levies it raises. Some sources suggest the *bifwebe* were linked with rituals such as the investiture of a new chief, new moon rites, initiation of new members into the *bukishi* society, and proceedings for young males initiates.

One general distinction was made with reference to the function of male and female masks. Male masks participated during rites of passage for security reasons, policing the *bukishi* camp (where socio-religious lessons are given) and place of circumcision to ward off women and the non-initiated. On the other hand, female masks, which appeared on the occasion of a chief's death or investiture and during lunar rites, played an integral role in the symbolic composition of these rituals by animating benevolent spirit forces through dance.

The *kifwebe* creature least resembles a man. He walks upright like a man, yet is known to fly like a bird. He has hands like man, but only three fingers. He talks, but in an odd falsetto voice. Although he carries a stick like a man, threatening to inflict punishment by physical means, he can bring death to his victims mystically. In announcing his approach he produces thunderous echoing sounds and the deep growling of a lion. Entering a village he runs wildly and frantically like a beast set loose or one on the track of its prey. At the same time the *kifwebe*, especially the female type, can demonstrate the cultivated and learned movements of dance or the stately poise of dignitaries.



 $A lexander Calder (1898-1976) \ \textit{Vertical Foliage}, 1941 @ 2019 \ Calder \ Foundation, New York / Artists \ Rights Society (ARS), New York. Photo Courtesy of Calder Foundation, New York / Art Resource, New York. Photo Courtesy of Calder Foundation, New York / Art Resource, New York. Photo Courtesy of Calder Foundation, New York / Art Resource, New York / Art Resourc$ 



 $A lexander Calder (1898-1976) \ \textit{Red Nose}, 1969 @ 2019 \ Calder Foundation, New York / Artists \ Rights Society (ARS), New York. Photo Courtesy of Calder Foundation, New York / Art Resource, New York$ 



Victor Vasarely (1906-1997), Zèbres (Zebras), Painted 1931-1942. Sold, Christie's London, 7 March 2017, lot 2.© 2019 Artists Rights Society (ARS), New York / ADAGP, Paris



# SIGNS AND SYMBOLS

To the uninitiated, certain morphological features of the kifwebe are visually readable, whereas others are alluded to metaphorically, mainly through accompanying songs of the bwadi. The power of the kifwebe, said to be concentrated in the face, is visually perceived in features similar to those of animals considered ferocious such as the crocodile, lion and zebra. The crocodile is perhaps the most feared of aquatic animals. The lion who plunders the village and bush dominates through sheer strength and brutality. On the other hand, the zebra, an animal alien to the Songye region, is an anomaly and probably something of a mystery to the inhabitants. Hence the striations of the kifwebe emphasise the supernatural, that is, a transmutation or metamorphosis, not only in association with the zebra, but simultaneously with the striped bushbuck antelope (to which reference is evoked by the masqueraders name, ngulungu). Significantly, too, the aggressiveness of both animals matches the temperament of the kifwebe. Related to the striped species of animals Hersak also includes a reference to the porcupine. The identified Hystrix sp. is the largest African rodent whose long quills (up to 30 centimetres), capable of causing fatal wounds, are striped in black, brown and white. Thus the kifwebe, having the snout of a crocodile, the mane of a lion, the stripes of a zebra and antelope and nasal hair sharp like the quills of the porcupine, is potentially endowed with the behavioral characteristics of all these animals.



For the Songye white symbolizes goodness, purity, health, reproductive strength, joy, peace, the attainment of wisdom, and beauty. It is associated most commonly with the moon, light, daytime, manioc flour, semen and mother's milk. The white pigment used is called *ntoshi*. It is a clay (kaolin) most commonly brought from river beds which is dried, crushed to powder and applied either wet or dry. The specific use of white clay from rivers and forests seems to activate the female mask physically, linking its symbolic representation to aspects of the environment associated with the sacred, ancestral domain. Rivers and certain species of trees in the forest are conceived of as points of interaction with the ancestors who are responsible for the descent of the new-born to earth. The female *bifwebe* are said to call these descendant spirits from the forest to the village.

The absence of a crest and the signalling white pigment make this mask clearly recognizable as female. Unlike the striated male masks, traditional female *bifwebe* are characterized by contrasting fields of colour and more numerous and finer grooves than the other types of masks. In comparison with the male masks, significantly fewer examples of female masks exist in public and private collections. This confirms the singular participation of the female *bifwebe* in the *bwadi* ensemble.

# REFERENCES

Hersak (D.), Songye Masks and Figure Sculpture, London, 1986

Maes (J.), Aniota-Kifwebe. Les Masques des Populations du Congo Belge et le Matériel des Rites de Circoncision, Antwerp, 1924

Merriam (A.P.), Kifwebe and other masked and unmasked societies among the Basongye, Tervuren, 1978

Mestach (J.W.), Etudes Songye. Formes et symbolique, essai d'analyse, Munich, 1985

Neyt (F.), La Rédoutable Statuaire Songye, Antwerp, 2004

Olbrechts (F.M.), Les Arts Plastiques du Congo Belge, Antwerp, 1946

Samain (A.), La Langue Kisonge, Brussels, 1923

Van Overbergh (C.), Basonge, Brussels, 1908

Wenga-Mulayi (M.), Etude socio-morphologique des masques blancs Luba ou 'Bifwebe', Diss. Université Nationale du Zaïre, Lubumbashi, 1974



Germain Van Parys, GermainImage



Germain Van Parys, GermainImage

#### THE LEGENDARY COLLECTION OF JEANNE WALSCHOT

Jeanne Walschot (1896-1977) was one of the few and first women to become a dealer and collector of African Art. Based in Brussels, she had an exceptionally long career, spanning over nearly 50 years, and played a pivotal role in the promotion of African art in Belgium. She opened her first gallery in 1923, which she renamed Art Nègre in 1926. Unmarried, she lived together with Victor Hennebert (1877-1947), a well-known photojournalist who introduced her to Belgian's artistic scene. Like her contemporary Nancy Cunard, Walschot was notorious for wearing African jewelry and pendants, and her feminine eccentricity. Like Helena Rubinstein much later, she would frequently pose in close contact with the objects in her collection, establishing her identity as avant-garde art collector in a scene mostly dominated by man. The Belgian photographer Germaine Van Parys documented Walschot's collection. Van Parys was the first female professional press photographer in Belgium and the two women developed a strong friendship that sprang from their many similarities - traits such as their strong characters and the pioneering roles they played in their respective professional environment. Between 1929 and 1932, Van Parys took numerous pictures of the different rooms in Walschot's home, all saturated with objects. In less than ten years, Walschot's collection had completely taken over her living space and the walls displayed a panoply of objects. Indeed, Walschot was merely a dealer to pay for her collecting activities. In 1934 Van Parys would document one of the first African art exhibitions to be dedicated to a single owner collection: 1,000 Art Nègre objects form the Mlle. Walschot collection will transport you to the amazing world of the Black Africans (in French 1,000 objets nègres de la collection de Mlle Walschot vous transporteront dans le monde merveilleux des Noir), which ran from December, 23, 1933, through January 7, 1934, at the Cercle Artistique et Littérature in the Théâtre Royal du Parc in Brussels. One installation view by Van Parys features the present kifwebe mask mounted on a wall, next to second Songye mask, and a shield. The 1933 exhibition would remain the only exhibition exclusively devoted to her private collection. Many of the featured objects would later up in different important public and private collections. With 1,000 objects of view it was a testament of her all-engulfing passion for the Arts. After her death, the remaining 3,000 objects would be bequeathed to the Royal Museum for Central Africa in



Mlle Walschot, entourée de quelques-uns deses masques (par V. Hennebert ?), s. d. reproduite par Intran-photograv. dans L'Intransigant, 10 mai 1931 (in Lacaille, 'Les merveilleuses images de Jeanne Walschot', BRUNEAF catalogue, Winter 2019)



Germain Van Parys, GermainImage





Cover of the catalogue of the first exhibition of the Surrealist Gallery -Tableaux de Man Ray et objets des îles, 1926. Archives André Breton, 42, rue Fontaine.



Alain Schoffel photographed by Robert Pimenta © 1983 in Etre Antiquaire



The Schoffel Uli Figure, MDQB Inv. 70.1999.2.1



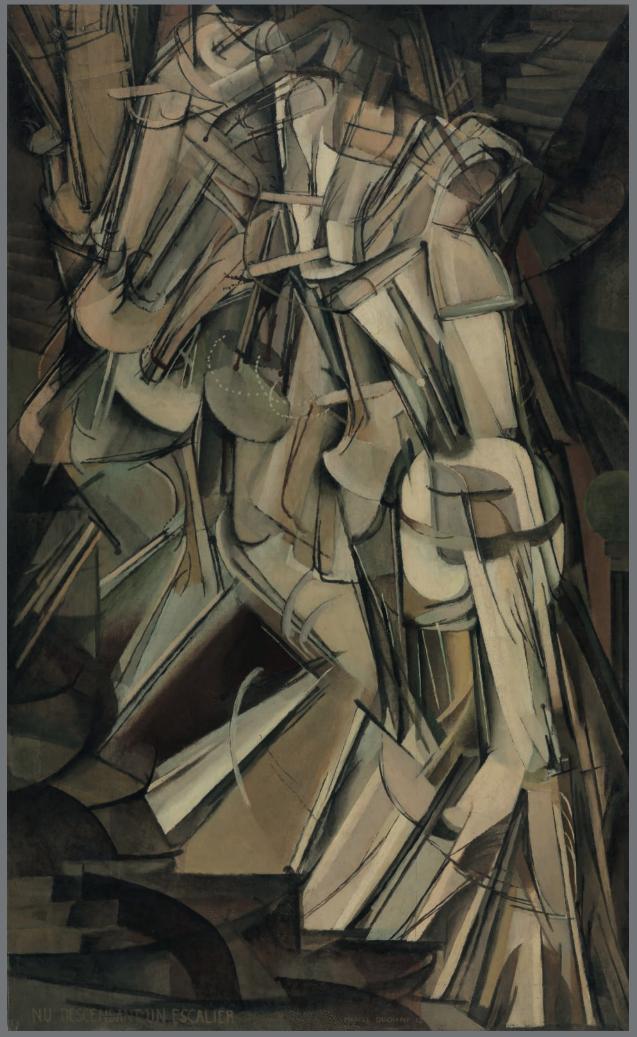
The Breton-Rubinstein-Schoffel Nias figure. MDQB Inv. 70.1999.3.1



#### A PRESCIENT EYE

Alain Schoffel began collecting when he was 10 years old. His first love was ancient stone arrow heads. His father took him around to the antique shops in Paris as a youth, and at the same time he began a personal self-discovery of his Jewish heritage. This same journey was inextricably linked to his thirst for knowledge of world cultures, which he quenched in their relics – the art. A self-made man, at the ripe old age of 44, he was in severe negotiations with the inimitable Parisian dealer and specialist of African art, Hélène Leloup (then Kamer), wishing to partially pay and partially trade from his collection in order to make new acquisitions. He was intrigued by the Surrealists. At age 19, he invited himself to visit the collection of André Breton.

And why not? Breton said, 'Yes'. Fortune favors the bold. The art of Africa – the art of the Pacific – he has an innate ability and the benefit of years of honing his sense for quality and inner beauty. He carried this gift into some of his most daring approaches into the art of Indonesia and the Philippines; he, almost solely, blazed a trail to understanding the art of these cultures. He went on to acquire the icon of Indonesian art – the Nias figure, which also, by the way, once belonged to Breton, now central in the Louvre's collection at the Pavillon des Sessions – a temple to art of other times and cultures. His Uli figure from New Ireland also now lives in the Louvre. Despite these daring accomplishments in collecting, Schoffel exists without ostentation - content to be fed by art – albeit to an epic level – as an enduring source of knowledge and understanding.



Marcel Duchamp (1887-1968) Nude Descending a Staircase. 1937 © 2019 Artists Rights Society (ARS), New York



#### 9

# A CHOKWE ENSEMBLE

# ANGOLA

Height: 65 in. (165 cm.)

\$30,000-50,000

# PROVENANCE:

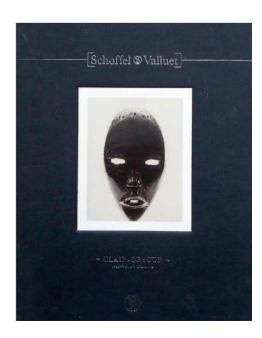
Collection Alex Van Opstal (1874-1936)
By descent through family
Artcurial, Paris, 10 June 2008, lot 75
Judith Schoffel and Christophe de Fabry, Paris, acquired from the above
Private Collection

# EXHIBITED:

Paris, Gallery Schoffel / Valluet, *Clair-Obscur*, September 2008

# PUBLISHED:

Chavanne, Jean-François, Clair-Obscur, edition of 222, Gallery Schoffel / Valluet, Paris, 2008, plate, np









Nick Cave (b. 1959), Soundsuit, 2008. Sold, Christie's New York, 11 May 2016, lot 498. © Jack Shainman Gallery

### TO TEACH AND PROTECT

This extraordinary Chokwe costume is made of finely woven fiber. Through the use of different colors (dark brown, light brown, red and black) complex geometric patterns were woven into the torso, while the limbs feature horizontal bands. The performer's identity would be obscured by the hairstyle made of many braided strands that finish in small knots. Mounted on a mannequin of European origin, the present offers a life-size rendition of how the masked dancer would be seen.

This costume was used during the initiation of young Chokwe boys, known as *mukunda*. This initiation required a period of seclusion that could last up to a year away from village life. It prepared boys for adult life so that they could become fulfilled and socially accomplished adult members of Chokwe society. Principles of religion, morality, cosmology, history, and social responsibility were transmitted to a new generation at the initiation camps. *Mukanda* marked a symbolic death for the novices as children; at graduation they were reborn as adults and reintroduced into society.

Mukanda initiation included the participation of masked performers who "brought to life" concepts of ancestral influence. There were more than one hundred types of masked ancestral characters, each with different physical and behavioral attributes. Ancestral masks, makishi, instructed novices within mukanda camps and theatrically represent aspects of Chokwe cosmology in their performances. While most of the ancestral characters that performer during the initation ceremonies (such as Chihongo (chief), Pwo (beautiful woman), Ngulu (pig), and the European or Katoyo (foreigner)), were personified by means of a figurative mask, others did not need a wooden mask.

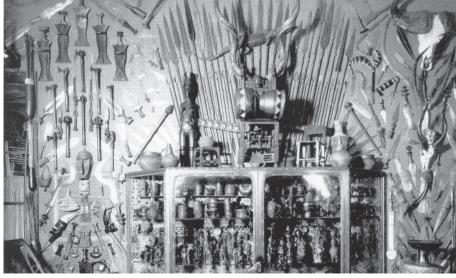
Unlike the several anthropomorphic and zoomorphic characters known, a great number of *makishi* were hybridized forms, meant to represent supernatural powers and forces – rather than human/animal relatable behaviors or types. These are still personae, have names, and are considered ancestral, but they primarily channel supernatural attributes and have very specific roles with *mukanda* initiation. It remains unclear which one of the many *mukishi* characters is represented here. Fiber masks were generally constructed within initiation camps and burned or disposed of after *mukanda* initiations are over; therefore very few remain in public and private collections.

Alexis van Opstal (1874-1936) was the first president and co-founder of the shipping company *Compagnie maritime belge*. Under his leadership, the Antwerp-Matadi line was re-established after the First World War and he commissioned the construction of several ships that would transport many Belgians to the colony. It is undoubtedly this direct link with Congo that sat at the origin of his passion for the art of the country. After having constructed a large private residence in Rhode-Saint-Genèse near Brussels, he reserved a room to house his growing collection of African art. This 'Salon noir' would remain intact until 2008 when the collection was dispersed at auction by his granddaughter.

Van Opstal was one of the most prominent Belgian collectors in the early decades of the 20th century and meticulously documented and numbered his collection, counting up until 899 items upon the time of his untimely death. In 1937, his daughters would lend 54 objects of his collection to the acclaimed exhibition "Kongo Art" organized by Frans Olbrechts in Antwerp, confirming the collection's importance. Unlike his contemporaries, Van Opstal didn't only look at masks and statuary, but also had a strong interest in decorative arts, utilitarian objects, and weapons. Interior photos from 1936, show the amazing juxtaposition these works of art were presented in. The inclusion of the present complete mask is a testament to the open-mindedness with which one of Belgian's great entrepreneurs collected.



Chokwe initiate with a masked instructor. Photo source: Lima Vidal, D. Joao, Evangelista de Por. Terras d'Angola, Coimbra, 1916, p. 434 (RAAI #2248)



Artcurial, Paris, 10 June 2008, p. 6





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# PROPERTY OF A PRIVATE COLLECTOR

Barbara Hepworth (1903-1975)

Single Form (Antiphon)
signed, dated, numbered and inscribed with foundry mark
'Barbara Hepworth 1969 5/7 Morris Singer FOUNDERS
LONDON' (on the back of the base)
bronze and brown patina, partially polished
Height: 86 % in. (220.5 cm.)
Conceived in 1953; this bronze version cast in 1969
\$600,000-800,000



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Christie's may, at its option, withdraw any lot from auction at any time prior to or during the sale of the lot. Christie's has no liability to you for any decision to withdraw.

#### 7 JEWELLERY

- (a) Coloured gemstones (such as rubies, sapphires and emeralds) may have been treated to improve their look, through methods such as heating and oiling These methods are accepted by the international jewellery trade but may make the gemstone less strong and/or require special care over time.
- (b) All types of gemstones may have been improved by some method. You may request a gemmological report for any item which does not have a report if the request is made to us at least three weeks before the date of the auction and you pay the fee for
- We do not obtain a gemmological report for every gemstone sold in our auctions. Where we do get gemmological reports from internationally accepted gemmological laboratories, such reports will be described in the catalogue. Reports from American gemmological laboratories will describe any improvement or treatment to the gemstone. Reports from European gemmological laboratories will describe any improvement or treatment only if we request that they do so, but will confirm when no improvement or treatment has been made. Because of differences in approach and technology, laboratories may not agree whether a particular gemstone has been treated, the amount of treatment, or whether treatment is permanent The gemmological laboratories will only report on the improvements or treatments known to the laboratories at the date of the report
- (d) For jewellery sales, estimates are based on the information in any gemmological report. If no report is available, assume that the gemstones may have been treated or enhanced

#### 8 WATCHES & CLOCKS

- (a) Almost all clocks and watches are repaired in their lifetime and may include parts which are not original We do not give a warranty that any individual component part of any watch is authentic. Watchbands described as "associated" are not part of the original watch and may not be authentic. Clocks may be sold without pendulums, weights or keys.
- (b) As collectors' watches often have very fine and complex mechanisms, you are responsible for any general service, change of battery, or further repair work that may be necessary. We do not give a warranty that any watch is in good working order. Certificates are not available unless described in the catalogue.
- (c) Most wristwatches have been opened to find out the type and quality of movement. For that reason, wristwatches with water resistant cases may not be waterproof and we recommend you have them checked by a competent watchmaker before use. Important information about the sale, transport and shipping of watches and watchbands can be found in paragraph H2(f)

# **B REGISTERING TO BID**

# **NEW BIDDERS**

- (a) If this is your first time bidding at Christie's or you are a returning bidder who has not bought anything from any of our salerooms within the last two years you must register at least 48 hours before an auction begins to give us enough time to process and approve your registration. We may, at our option, decli permit you to register as a bidder. You will be asked for the following:

  (i) for individuals: Photo identification (driver's
  - licence, national identity card, or passport) and, if not shown on the ID document, proof of your current address (for example, a current utility bill or bank statement);
  - (ii) for corporate clients: Your Certificate of Incorporation or equivalent document(s) showing your name and registered address together with documentary proof of directors and beneficial owners; and
  - (iii) for trusts, partnerships, offshore companies and other business structures, please contact us in advance to discuss our requirements.

(b) We may also ask you to give us a financial reference and/or a deposit as a condition of allowing you to bid. For help, please contact our Credit Department at +1 212-636-2400

#### 2 RETURNING BIDDERS

As described in paragraph B(1) above, we may at our option ask you for current identification, a financial reference, or a deposit as a condition of allowing you to bid. If you have not bought anything from any of our salerooms within the last two years or if you want to spend more than on previous occasions, please contact our Credit Department at +1 212-636-2490.

#### IF YOU FAIL TO PROVIDE THE RIGHT DOCUMENTS

If in our opinion you do not satisfy our bidder identification and registration procedures including, but not limited to completing any anti-money laundering and/or anti-terrorism financing checks we may require to our satisfaction, we may refuse to register you to bid, and if you make a successful bid, we may cancel the contract for sale between you and the seller

#### **BIDDING ON BEHALF OF ANOTHER PERSON**

If you are bidding on behalf of another person, that person will need to complete the registration requirements above before you can bid, and supply a signed letter authorising you to bid for him/her. A bidder accepts personal liability to pay the **purchase** price and all other sums due unless it has been agreed in writing with Christie's, before commencement of the auction, that the bidder is acting as an agent on behalf of a named third party acceptable to Christie's and that Christie's will only seek payment from the named third party

#### 5 BIDDING IN PERSON

If you wish to bid in the saleroom you must register for a numbered bidding paddle at least 30 minutes before the auction. You may register online at www.christies.com or in person. For help, please contact the Credit rtment on +1 212-636-2490.

#### **6 BIDDING SERVICES**

The bidding services described below are a free service offered as a convenience to our clients and Christie's is not responsible for any error (human or otherwise), omission, or breakdown in providing these services.

## (a) Phone Bids

Your request for this service must be made no later than 24 hours prior to the auction. We will accept bids by telephone for **lots** only if our staff are available to take the bids. If you need to bid in a language other than in English, you must arrange this well before the auction. We may record telephone bids. By bidding on the telephone, you are agreeing to us recording your conversations. You also agree that your telephone bids are governed by these Conditions of Sale.

#### (b) Internet Bids on Christie's LIVE $^{TM}$

For certain auctions we will accept bids over the Internet. For more information, please visit https://www.christies.com/buving-services/ buying-guide/register-and-bid/ As well as these Conditions of Sale, internet bids are governed by the Christie's LIVETM Terms of Use which are available on is https://www.christies.com/LiveBidding/ OnlineTermsOfUse.

You can find a Written Bid Form at the back of our catalogues, at any Christie's office, or by choosing the sale and viewing the lots online at www.christies. com. We must receive your completed Written Bid Form at least 24 hours before the auction. Bids must be placed in the currency of the saleroom. The auctioneer will take reasonable steps to carry out written bids at the lowest possible price, taking into account the **reserve**. If you make a written bid on a lot which does not have a reserve and there is no higher bid than yours, we will bid on your behalf at around 50% of the low estimate or, if lower, the amount of your bid. If we receive written bids on a lot for identical amounts, and at the auction these are the highest bids on the lot, we will sell the lot to the bidder whose written bid we received first

# C. CONDUCTING THE SALE

#### WHO CAN ENTER THE AUCTION

We may, at our option, refuse admission to our premises or decline to permit participation in any auction or to reject any bid.

#### 2 RESERVES

Unless otherwise indicated, all lots are subject to a reserve. We identify lots that are offered without reserve with the symbol • next to the lot number. The reserve cannot be more than the lot's low estimate

#### 3 AUCTIONEER'S DISCRETION

The auctioneer can at his or her sole option

- (a) refuse any bid:
- (b) move the bidding backwards or forwards in any way he or she may decide, or change the order of the **lots**; (c) withdraw any **lot**;
- (d) divide any lot or combine any two or more lots;
- (e) reopen or continue the bidding even after the hammer has fallen; and
- (f) in the case of error or dispute related to bidding and whether during or after the auction, continue the bidding, determine the successful bidder, cancel the sale of the lot, or reoffer and resell any lot. If you believe that the auctioneer has accepted the successful bid in error, you must provide a written notice detailing your claim within 3 business days of the date of the auction. The **auctioneer** will consider such claim in good faith. If the **auctioneer**, in the exercise of his or her discretion under this paragraph, decides after the auction is complete, to cancel the sale of a **lot**, or reoffer and resell a **lot**, he or she will notify the successful bidder no later than by the end of the 7th calendar day following the date of the auction. The auctioneer's decision in exercise of this discretion is final. This paragraph does not in any way prejudice Christie's ability to cancel the sale of a lot under any other applicable provision of these Conditions of Sale, including the rights of cancellation set forth in sections B(3), E(2)(i), F(4), and J(1).

#### 4 BIDDING

The auctioneer accepts bids from:

- (a) bidders in the saleroom;
- (b) telephone bidders:
- (c) internet bidders through 'Christie's LIVETM (as
- shown above in paragraph B6); and (d) written bids (also known as absentee bids or commission bids) left with us by a bidder before the auction.

#### 5 BIDDING ON BEHALF OF THE SELLER

The auctioneer may, at his or her sole option, bid on behalf of the seller up to but not including the amount of the reserve either by making consecutive bids or by making bids in response to other bidders. The auctioneer will not identify these as bids made on behalf of the seller and will not make any bid on behalf of the seller at or above the reserve. If lots are offered without reserve, the auctioneer will generally decide to open the bidding at 50% of the low estimate for the lot. If no bid is made at that level, the auctioneer may decide to go backwards at his or her sole option until a bid is made, and then continue up from that amount. In the event that there are no bids on a **lot**, the **auctioneer** may deem such lot unsold

#### **6 BID INCREMENTS**

Bidding generally starts below the low estimate and increases in steps (bid increments). The auctioneer will decide at his or her sole option where the bidding should start and the bid increments. The usual bid increments are shown for guidance only on the Written Bid Form at the back of this catalogue.

#### 7 CURRENCY CONVERTER

The saleroom video screens (and Christies LIVETM) may show bids in some other major currencies as well as US dollars. Any conversion is for guidance only and we cannot be bound by any rate of exchange used. Christie's is not responsible for any error (human or otherwise), omission or breakdown in providing these services.

#### 8 SUCCESSFUL BIDS

Unless the **auctioneer** decides to use his or her discretion as set out in paragraph C3 above, when the **auctioneer**'s hammer strikes, we have accepted the last bid. This means a contract for sale has been formed between the seller and the successful bidder. We will issue an invoice only to the registered bidder who made the successful bid. While we send out invoices by mail and/or email after the auction, we do not accept responsibility for telling you whether or not your bid was successful. If you have bid by written bid, you should contact us by telephone or in person as soon as possible after the auction to get details of the outcome of your bid to avoid having to pay unnecessary storage charges.

#### 9 LOCAL BIDDING LAWS

You agree that when bidding in any of our sales that you will strictly comply with all local laws and regulations in force at the time of the sale for the relevant sale site.

# D THE BUYER'S PREMIUM AND TAXES 1 THE BUYER'S PREMIUM

In addition to the hammer price, the successful bidder agrees to pay us a buyer's premium on the hammer price of each lot sold. On all lots we charge 25% of the hammer price up to and including US\$300,000, 20% on that part of the hammer price over US\$300,000 and up to and including US\$4,000,000, and 13.5% of that part of the hammer price above US\$4,000,000.

#### 2 TAXES

The successful bidder is responsible for any applicable taxes including any sales or use tax or equivalent tax wherever such taxes may arise on the **hammer price**, the **buyer's premium**, and/or any other charges related to the **lot**.

For lots Christie's ships to or within the United States, a sales or use tax may be due on the hammer price, buyer's premium, and/or any other charges related to the lot, regardless of the nationality or citizenship of the successful bidder. Christie's will collect sales tax where legally required. The applicable sales tax rate will be determined based upon the state, county, or locale to which the lot will be shipped. Christie's shall collect New York sales tax at a rate of 8.875% for any lot collected from Christie's in New York

collected from Christie's in New York. In accordance with New York law, if Christie's arranges the shipment of a lot out of New York State, New York slates tax does not apply, although sales tax or other applicable taxes for other states may apply. If you hire a shipper (other than a common carrier authorized by Christie's), to collect the lot from a Christie's New York location, Christie's must collect New York sales tax on the lot at a rate of 8.875% regardless of the ultimate destination of the lot.

If Christie's delivers the **lot** to, or the **lot** is collected by, any framer, restorer or other similar service provider in New York that you have hired, New York law considers the **lot** delivered to the successful bidder in New York and New York sales tax must be imposed regardless of the ultimate destination of the **lot**. In this circumstance, New York sales tax will apply to the **lot** even if Christie's or a common carrier (authorized by Christie's that you hire) subsequently delivers the **lot** outside New York.

Successful bidders claiming an exemption from sales tax must provide appropriate documentation to Christie's prior to the release of the lot or within 90 days after the sale, whichever is earlier. For shipments to those states for which Christie's is not required to collect sales tax, a successful bidder may have a use or similar tax obligation. It is the successful bidder's responsibility to pay all taxes due. Christie's recommends you consult your own independent tax advisor with any questions.

#### E WARRANTIES

# 1 SELLER'S WARRANTIES

- For each lot, the seller gives a warranty that the seller:

  (a) is the owner of the lot or a joint owner of the lot acting with the permission of the other co-owners or, if the seller is not the owner or a joint owner of the lot, has the permission of the owner to sell the lot, or the right to do so in law; and
- (b) has the right to transfer ownership of the **lot** to the buyer without any restrictions or claims by anyone else.

If either of the above warranties are incorrect, the seller shall not have to pay more than the purchase price (as defined in paragraph F1(a) below) paid by you to us. The seller will not be responsible to you for any reason for loss of profits or business, expected savings, loss of opportunity or interest, costs, damages, other damages or expenses. The seller gives no warranty in relation to any lot other than as set out above and, as far as the seller is allowed by law, all warranties from the seller to you, and all other obligations upon the seller which may be added to this agreement by law, are excluded.

#### 2 OUR AUTHENTICITY WARRANTY

We warrant, subject to the terms below, that the lots in our sales are authentic (our "authenticity warranty"). If, within 5 years of the date of the auction, you give notice to us that your lot is not authentic, subject to the terms below, we will refund the purchase price paid by you. The meaning of authentic can be found in the glossary at the end of these Conditions of Sale. The terms of the authenticity warranty are as follows:

- (a) It will be honored for claims notified within a period of 5 years from the date of the auction. After such time, we will not be obligated to honor the authenticity warranty.
- (b) It is given only for information shown in UPPERCASE type in the first line of the catalogue description (the "Heading"). It does not apply to any information other than in the Heading even if shown in UPPERCASE type.
- (c) The authenticity warranty does not apply to any Heading or part of a Heading which is qualified. Qualified means limited by a clarification in a lot's catalogue description or by the use in a Heading of one of the terms listed in the section titled Qualified Headings on the page of the catalogue headed "Important Notices and Explanation of Cataloguing Practice". For example, use of the term "ATTRIBUTED TO..." in a Heading means that the lot is in Christie's opinion probably a work by the named artist but no warranty is provided that the lot is the work of the named artist. Please read the full list of Qualified Headings and a lot's full catalogue description before bidding.
- (d) The authenticity warranty applies to the **Heading** as amended by any **Saleroom Notice**.
- (e) The authenticity warranty does not apply where scholarship has developed since the auction leading to a change in generally accepted opinion. Further, it does not apply if the Heading either matched the generally accepted opinion of experts at the date of the auction or drew attention to any conflict of opinion.
  (f) The authenticity warranty does not apply if the
- (f) The authenticity warranty does not apply if the lot can only be shown not to be authentic by a scientific process which, on the date we published the catalogue, was not available or generally accepted for use, or which was unreasonably expensive or impractical, or which was likely to have damaged the lot.
- (g) The benefit of the authenticity warranty is only available to the original buyer shown on the invoice for the lot issued at the time of the sale and only if on the date of the notice of claim, the original buyer is the full owner of the lot and the lot is free from any claim, interest or restriction by anyone else. The benefit of this authenticity warranty may not be transferred to anyone else.
- (h) In order to claim under the **authenticity warranty**
- (i) give us written notice of your claim within 5 years of the date of the auction. We may require full details and supporting evidence of any such claim;
- (ii) at Christie's option, we may require you to provide the written opinions of two recognised experts in the field of the lot mutually agreed by you and us in advance confirming that the lot is not authentic. If we have any doubts, we reserve the right to obtain additional opinions at our expense; and
- (iii) return the lot at your expense to the saleroom from which you bought it in the condition it was in at the time of sale.
- (i) Your only right under this authenticity warranty is to cancel the sale and receive a refund of the purchase price paid by you to us. We will not, under any circumstances, be required to pay you more than the purchase price nor will we be liable for any loss of profits or business, loss of opportunity or value, expected savings or interest, costs, damages, other damages or expenses.
- (j) Books. Where the lot is a book, we give an additional warranty for 21 days from the date of the auction that any lot is defective in text or illustration, we will refund your purchase price, subject to the following terms:
  - (a) This additional warranty does not apply to:
    (i) the absence of blanks, half titles, tissue guards o advertisements, damage in respect of bindings, stains, spotting, marginal tears or other defects not affecting completeness of the text or illustration;
  - (ii) drawings, autographs, letters or manuscripts, signed photographs, music, atlases, maps or periodicals;
  - (iii) books not identified by title;
  - (iv) lots sold without a printed estimate;
  - (v) books which are described in the catalogue as sold not subject to return; or
  - (vi) defects stated in any **condition** report or announced at the time of sale.

- (b) To make a claim under this paragraph you must give written details of the defect and return the lot to the sale room at which you bought it in the same **condition** as at the time of sale, within 21 days of the date of the sale.
- (k) South East Asian Modern and Contemporary Art and Chinese Calligraphy and Painting. In these categories, the authenticity warranty does not apply because current scholarship does not permit the making of definitive statements. Christie's does, however, agree to cancel a sale in either of these two categories of art where it has been proven the lot is a forgery. Christie's will refund to the original buyer the purchase price in accordance with the terms of Christie's Authenticity Warranty provided that the original buyer notifies us with full upporting evidence documenting the forgery claim within twelve (12) months of the date of the auction. Such evidence must be satisfactory to us that the property is a forgery in accordance with paragraph E2(h)(ii) above and the property must be returned to us in accordance with E2h(iii) above. Paragraphs E2(b), (c), (d), (e), (f) and (g) and (i) also apply to a

#### **3 YOUR WARRANTIES**

- (a) You warrant that the funds used for settlement are not connected with any criminal activity, including tax evasion, and you are neither under investigation, nor have you been charged with or convicted of money laundering, terrorist activities or other crimes.
- (b) where you are bidding on behalf of another person, you warrant that:
- (i) you have conducted appropriate customer due diligence on the ultimate buyer(s) of the lot(s) in accordance with all applicable anti-money laundering and sanctions laws, consent to us relying on this due diligence, and you will retain for a period of not less than 5 years the documentation evidencing the due diligence. You will make such documentation promptly available for immediate inspection by an independent third-party auditor upon our written request to do so;
- (ii) the arrangements between you and the ultimate buyer(s) in relation to the **lot** or otherwise do not, in whole or in part, facilitate tax crimes;
- (iii) you do not know, and have no reason to suspect, that the funds used for settlement are connected with, the proceeds of any criminal activity, including tax evasion, or that the ultimate buyer(s) are under investigation, or have been charged with or convicted of money laundering, terrorist activities or other crimes

#### F PAYMENT

# I HOW TO PAY

- (a) Immediately following the auction, you must pay the purchase price being:
  - (i) the **hammer price**; and
  - (ii) the buyer's premium; and
  - (iii) any applicable duties, goods, sales, use, compensating or service tax, or VAT.

Payment is due no later than by the end of the 7th calendar day following the date of the auction (the "due date").

- (b) We will only accept payment from the registered bidder. Once issued, we cannot change the buyer's name on an invoice or re-issue the invoice in a different name. You must pay immediately even if you want to export the lot and you need an export licence.
- (c) You must pay for lots bought at Christie's in the United States in the currency stated on the invoice in one of the following ways:
  - (i) Wire transfer
  - JP Morgan Chase Bank, N.A., 270 Park Avenue, New York, NY 10017; ABA# 021000021; FBO: Christie's Inc.; Account # 957-107978, for international transfers. SWIFT: CHASUS33.
  - (ii) Credit Card.
  - We accept Visa, MasterCard, American Express and China Union Pay. Credit card payments at the New York premises will only be accepted for New York sales. Christie's will not accept credit card payments for purchases in any other sale site.

To make a 'cardholder not present' (CNP) payment, you must complete a CNP authorisation form which you can get from our Post-Sale Services. You must send a completed CNP authorisation form by fax to +1 212 636 4939 or you can mail to the address below. Details of the conditions and restrictions applicable to credit card payments are available from our Post-Sale Services, whose details are set out in paragraph (d) below.

(iii) Cash

We accept cash payments (including money orders and traveller's checks) subject to a maximum global aggregate of US\$7,500 per buyer per year at our Post-Sale Services only

- (iv) Bank Checks You must make these payable to Christie's Inc. and there may be conditions.
- (v) Checks
- You must make checks payable to Christie's Inc. and they must be drawn from US dollar accounts from a US bank.
- (d) You must quote the sale number, your invoice number and client number when making a payment. All payments sent by post must be sent to: Christie's Inc. Post-Sale Services, 20 Rockefeller Center, New York, NY 10020.
- (e) For more information please contact our Post-Sale Services by phone at +1 212 636 2650 or fax at +1 212 636 4939 or email PostSaleUS@christies.com.

#### 2 TRANSFERRING OWNERSHIP TO YOU

You will not own the **lot** and ownership of the **lot** will not pass to you until we have received full and clear payment of the **purchase price**, even in circumstances where we have released the **lot** to you.

#### 3 TRANSFERRING RISK TO YOU

The risk in and responsibility for the **lot** will transfer to you from whichever is the earlier of the following:

- (a) When you collect the lot; or
- (b) At the end of the 30th day following the date of the auction or, if earlier, the date the lot is taken into care by a third party warehouse as set out on the page headed 'Storage and Collection', unless we have agreed otherwise with you.

#### 4 WHAT HAPPENS IF YOU DO NOT PAY

- (a) If you fail to pay us the purchase price in full by the due date, we will be entitled to do one or more of the following (as well as enforce our rights under paragraph F5 and any other rights or remedies we have by law):
  - (i) we can charge interest from the **due date** at a rate of up to 1.34% per month on the unpaid amount due;
  - (ii) we can cancel the sale of the lot. If we do this, we may sell the lot again, publically or privately on such terms we shall think necessary or appropriate, in which case you must pay us any shortfall between the purchase price and the proceeds from the resale. You must also pay all costs, expenses, losses, damages and legal fees we have to pay or may suffer and any shortfall in the seller's commission on the resale;
  - (iii) we can pay the seller an amount up to the net proceeds payable in respect of the amount bid by your default in which case you acknowledge and understand that Christie's will have all of the rights of the seller to pursue you for such amounts:
  - (iv) we can hold you legally responsible for the purchase price and may begin legal proceedings to recover it together with other losses, interest, legal fees and costs as far as we are allowed by law;
  - (v) we can take what you owe us from any amounts which we or any company in the **Christie's Group** may owe you (including any deposit or other part-payment which you have paid to us);
  - (vi) we can, at our option, reveal your identity and contact details to the seller;
  - (vii) we can reject at any future auction any bids made by or on behalf of the buyer or to obtain a deposit from the buyer before accepting any bids:
  - déposit from the buyer béfore accepting any bids; (viii) we can exercise all the rights and remedies of a person holding security over any property in our possession owned by you, whether by way of pledge, security interest or in any other way as permitted by the law of the place where such property is located. You will be deemed to have granted such security to us and we may retain such property as collateral security for your obligations to us; and
  - (ix) we can take any other action we see necessary or appropriate.
- (b) If you owe money to us or to another Christie's Group company, we can use any amount you do pay, including any deposit or other part-payment you have made to us, or which we owe you, to pay off any amount you owe to us or another Christie's Group company for any transaction.

#### **5 KEEPING YOUR PROPERTY**

If you owe money to us or to another Christie's Group company, as well as the rights set out in F4 above, we can use or deal with any of your property we hold or which is held by another Christie's Group company in any way we are allowed to by law. We will only release your property to you after you pay us or the relevant Christie's Group company in full for what you owe. However, if we choose, we can also sell your property in any way we think appropriate. We will use the proceeds of the sale against any amounts you owe us and we will pay any amount left from that sale to you.

If there is a shortfall, you must pay us any difference between the amount we have received from the sale and the amount you owe us

#### **G COLLECTION AND STORAGE**

- (a) You must collect purchased lots within seven days from the auction (but note that lots will not be released to you until you have made full and clear payment of all amounts due to us).
- (b) Information on collecting lots is set out on the storage and collection page and on an information sheet which you can get from the bidder registration staff or Christie's Post-Sale Services Department on +1 212 626 2650
- (c) If you do not collect any **lot** within thirty days following the auction we may, at our option
  - charge you storage costs at the rates set out at
  - www.christies.com/storage.
    move the **lot** to another Christie's location or an affiliate or third party warehouse and charge you transport costs and administration fees for doing so and you will be subject to the third party storage warehouse's standard terms and to pay for their standard fees and costs.
  - (iii) sell the lot in any commercially reasonable way
- we think appropriate.

  (d) The Storage conditions which can be found at
- www.christies.com/storage will apply.

  (e) In accordance with New York law, if you have paid for the lot in full but you do not collect the lot within 180 calendar days of payment, we may charge you New York sales tax for the lot.
- (f) Nothing in this paragraph is intended to limit our rights under paragraph F4.

#### H TRANSPORT AND SHIPPING 1 SHIPPING

We will enclose a transport and shipping form with each invoice sent to you. You must make all transport and shipping arrangements. However, we can arrange to pack, transport, and ship your property if you ask us to and pay the costs of doing so. We recommend that you ask us for an estimate, especially for any large items or items of high value that need professional packing. We may also suggest other handlers, packers, transporters, or experts if you ask us to do so. For more information, please contact Christie's Post-Sale Services at +1 212 636 2650. See the information set out at www. christies.com/shipping or contact us at PostSaleUS@ christie.com. We will take reasonable care when we are handling, packing, transporting, and shipping a. However, if we recommend another company for any of these purposes, we are not responsible for their acts,

#### 2 EXPORT AND IMPORT

failure to act, or neglect.

Any lot sold at auction may be affected by laws on exports from the country in which it is sold and the import restrictions of other countries. Many countries require a declaration of export for property leaving the country and/or an import declaration on entry of property into the country. Local laws may prevent you from importing a **lot** or may prevent you selling a **lot** in the country you import it into.

- (a) You alone are responsible for getting advice about and meeting the requirements of any laws or regulations which apply to exporting or importing any lot prior to bidding. If you are refused a licence or there is a delay in getting one, you must still pay us in full for the lot. We may be able to help you apply for the appropriate licences if you ask us to and pay our fee for doing so. However, we cannot guarantee that you will get one. For more information, please contact Christie's Art Transport Department at +1 212 636 2480. See the information set out at www.christies.com/shipping or contact us at ArtTransportNY@christies.com.
- (b) Endangered and protected species

  Lots made of or including (regardless of the percentage) endangered and other protected species of wildlife are marked with the symbol ~ in the catalogue. This material includes, among other things, ivory, tortoiseshell, crocodile skin. rhinoceros horn, whalebone certain species of coral, and Brazilian rosewood. You should check the relevant customs laws and regulations before bidding on any lot containing wildlife material if you plan to import the lot into another country. Several countries refuse to allow you to import property containing these materials, and some other countries require a licence from the relevant regulatory agencies in the countries of exportation as well as importation. In some cases, the lot can only be shipped with an independent scientific confirmation of species and/or age, and you will need to obtain these at your own cost.

#### (c) Lots containing Ivory or materials resembling ivory

If a lot contains elephant ivory, or any other wildlife material that could be confused with elephant ivory (for example, mammoth ivory, walrus ivory helmeted hornbill ivory) you may be prevented from exporting the **lot** from the US or shipping it hetween LIS States without first confirming its species by way of a rigorous scientific test acceptable to the applicable Fish and Wildlife authorities. You will buy that **lot** at your own risk and be responsible for any scientific test or other reports required for export from the USA or between US States at your own cost. We will not be obliged to cancel your purchase and refund the purchase price if your lot may not be exported, imported or shipped between US States, or it is seized for any reason by a governmen authority. It is your responsibility to determine and satisfy the requirements of any applicable laws or regulations relating to interstate shipping, export or import of property containing such protected or regulated material.

#### (d) Lots of Iranian origin

Some countries prohibit or restrict the purchase, the export and/or import of Iranian-origin "works of conventional craftsmanship" (works that are not by a recognized artist and/or that have a function, (for example: carpets, bowls, ewers, tiles, ornamental boxes). For example, the USA prohibits the import and export of this type of property without a license issued by the US Department of the Treasury, Office of Foreign Assets Control. Other countries, such as Canada, only permit the import of this property in certain circumstances. As a convenience to buyers, Christie's indicates under the title of a **lot** if the **lot** originates from Iran (Persia). It is your responsibility to ensure you do not bid on or import a lot in contravention of the sanctions or trade embargoes that apply to you.
(f) Gold

Gold of less than 18ct does not qualify in all countries as 'gold' and may be refused import into those countries as 'gold'.

#### (g) Watches

Many of the watches offered for sale in this catalogue are pictured with straps made of endangered or protected animal materials such as alligator or crocodile. These **lots** are marked with the symbol  $\Psi$  in the catalogue These endangered species straps are shown for display purposes only and are not for sale. Christie's will remove and retain the strap prior to shipment from the sale site. At some sale sites, Christie's may, at its discretion. make the displayed endangered species strap available to the buyer of the lot free of charge if collected in person from the sale site within 1 year of the date of the auction. Please check with the department for details on a particular lot.

For all symbols and other markings referred to in paragraph H2, please note that **lots** are marked as a convenience to you, but we do not accept liability for errors or for failing to mark lots.

# I OUR HABILITY TO YOU

- (a) We give no warranty in relation to any statement made, or information given, by us or our representatives or employees, about any lot other than as set out in the authenticity warranty and, as far as we are allowed by law, all warranties and other terms which may be added to this agreement by law are excluded. The seller's warranties contained in paragraph E1 are their own and we do not have any liability to you in relation to those warranties.
- (b) (i) We are not responsible to you for any reason (whether for breaking this agreement or any other matter relating to your purchase of, or bid for, any lot) other than in the event of fraud or fraudulent misrepresentation by us or other than as expressly set out in these conditions of sale: or
- (ii) give any representation, warranty or guaraor assume any liability of any kind in respect of any lot with regard to merchantability, fitness for a particular purpose, description, size, quality, condition, attribution, authenticity, rarity, importance, medium, provenance, exhibition history, literature, or historical relevance. Except as required by local law, any warranty of any kind is excluded by this paragraph.
- (c) In particular, please be aware that our written and telephone bidding services, Christie's LIVE<sup>TM</sup>, condition reports, currency converter and saleroom video screens are free services and we are not responsible to you for any error (human or otherwise), omission or breakdown in these services.
- (d) We have no responsibility to any person other than a buyer in connection with the purchase of any lot.

(e) If, in spite of the terms in paragraphs I(a) to (d) or E2(i) above, we are found to be liable to you for any reason, we shall not have to pay more than the **purchase price** paid by you to us. We will not be responsible to you for any reason for loss of profits or business, loss of opportunity or value, expected savings or interest, costs, damages, or expenses

#### OTHER TERMS **OUR ABILITY TO CANCEL**

In addition to the other rights of cancellation contained in this agreement, we can cancel a sale of a lot if: (i) any of your warranties in paragraph E3 are not correct; (ii) we reasonably believe that completing the transaction is, or may be, unlawful; or (iii) we reasonably believe that the sale places us or the seller under any liability to anyone else or may damage our reputation.

#### 2 RECORDINGS

We may videotape and record proceedings at any auction. We will keep any personal information confidential, except to the extent disclosure is required by law. However, we may, through this process, use or share these recordings with another Christie's Group company and marketing partners to analyse our customers and to help us to tailor our services for buyers.

If you do not want to be videotaped, you may make arrangements to make a telephone or written bid or bid on Christie's LIVE<sup>TM</sup> instead. Unless we agree otherwise in writing, you may not videotape or record proceedings at any auction.

#### 3 COPYRIGHT

We own the copyright in all images, illustrations and written material produced by or for us relating to a lot (including the contents of our catalogues unless otherwise noted in the catalogue). You cannot use them without our prior written permission. We do not offer any guarantee that you will gain any copyright or other reproduction rights to the lot.

#### 4 ENFORCING THIS AGREEMENT

If a court finds that any part of this agreement is not valid or is illegal or impossible to enforce, that part of the agreement will be treated as being deleted and the rest of this agreement will not be affected.

# 5 TRANSFERRING YOUR RIGHTS AND RESPONSIBILITIES

You may not grant a security over or transfer your rights or responsibilities under these terms on the contract of sale with the buyer unless we have given our written permission. This agreement will be binding on your successors or estate and anyone who takes over your rights and responsibilities.

#### **6 TRANSLATIONS**

If we have provided a translation of this agreement, we will use this original version in deciding any issues or disputes which arise under this agreement

#### 7 PERSONAL INFORMATION

We will hold and process your personal information and may pass it to another **Christie's Group** company for use as described in, and in line with, our privacy notice at www.christies.com/about-us/contact/privacy.

No failure or delay to exercise any right or remedy provided under these Conditions of Sale shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy

# 9 LAW AND DISPUTES

This agreement, and any non-contractual obligations arising out of or in connection with this agreement, or any other rights you may have relating to the purchase of a lot will be governed by the laws of New York. Before we or you start any court proceedings (except in the limited circumstances where the dispute, controversy or claim is related to proceedings brought by someone else and this dispute could be joined to those proceedings), we agree we will each try to settle the dispute by mediation submitted to JAMS, or its successor, for mediation in New York. If the Dispute is not settled by mediation within 60 days from the date when mediat is initiated, then the Dispute shall be submitted to JAMS, or its successor, for final and binding arbitration in accordance with its Comprehensive Arbitration Rules and Procedures or, if the Dispute involves a nonU.S. party, the IAMS International Arbitration Rules The seat of the arbitration shall be New York and the arbitration shall be conducted by one arbitrator, who shall be appointed within 30 days after the initiation of the arbitration. The language used in the arbitral proceedings shall be English. The arbitrator shall order the production of documents only upon a showing that such documents are relevant and material to the outcome of the Dispute. The arbitration shall be confidential, except to the extent necessary to enforce a judgment or where disclosure is required by law. The arbitration award shall be final and binding on all parties involved. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. This arbitration and any proceedings conducted hereunder shall be governed by Title 9 (Arbitration) of the United States Code and by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of June 10, 1958.

#### 10 REPORTING ON WWW.CHRISTIES.COM

Details of all lots sold by us, including catalogue descriptions and prices, may be reported on www.christies.com. Sales totals are hammer price plus buyer's premium and do not reflect costs financing fees, or application of buyer's or seller's credits. We regret that we cannot agree to requests to remove these details from www.christies.com

#### K GLOSSARY

auctioneer: the individual auctioneer and/or Christie's.

authentic: authentic : a genuine example, rather than a

- copy or forgery of:

  (i) the work of a particular artist, author or manufacturer, if the **lot** is described in the **Heading** as the work of that artist, author or manufacturer;
  - (ii) a work created within a particular period or culture, if the **lot** is described in the **Heading** as a work created during that period or culture
  - (iii) a work for a particular origin source if the lot is described in the Heading as being of that origin or source; or
- (iv) in the case of gems, a work which is made of a particular material, if the lot is described in the **Heading** as being made of that material.

authenticity warranty: the guarantee we give in this agreement that a lot is authentic as set out in paragraph E2 of this agreement. buyer's premium: the charge the buyer pays us along

with the hammer price. catalogue description: the description of a lot in the

catalogue for the auction, as amended by any saleroom Christie's Group: Christie's International Plc.

its subsidiaries and other companies within its corporate group.

condition: the physical condition of a lot. **due date:** has the meaning given to it paragraph F1(a). **estimate:** the price range included in the catalogue or any saleroom notice within which we believe a lot may sell. Low estimate means the lower figure in the range and high estimate means the higher figure. The mid estimate is the midpoint between the two

hammer price: the amount of the highest bid the auctioneer accepts for the sale of a lot.

**Heading:** has the meaning given to it in paragraph E2. **lot:** an item to be offered at auction (or two or more items to be offered at auction as a group).

other damages: any special, consequential, incidental or indirect damages of any kind or any damages which fall within the meaning of 'special', 'incidental' or 'consequential' under local law.

purchase price: has the meaning given to it in paragraph F1(a). provenance: the ownership history of a lot.

qualified: has the meaning given to it in paragraph E2 and Qualified Headings means the paragraph headed Qualified Headings on the page of the catalogue headed 'Important Notices and Explanation of Cataloguing Practice

reserve: the confidential amount below which we will not sell a lot.

saleroom notice: a written notice posted next to the lot in the saleroom and on www.christies.com which is also read to prospective telephone bidders and notified to clients who have left commission bids, or an announcement made by the auctioneer either at the beginning of the sale, or before a particular lot

UPPER CASE type: means having all capital letters. warranty: a statement or representation in which the person making it guarantees that the facts set out in it are correct.

# SYMBOLS USED IN THIS CATALOGUE

The meaning of words coloured in **bold** in this section can be found at the end of the section of the catalogue headed 'Conditions of Sale'

Christie's has a direct financial interest in the lot. See Important Notices and Explanation of Cataloguing Practice.

Owned by Christie's or another Christie's Group company in whole or part. See Important Notices and Explanation of Cataloguing Practice.

Christie's has a direct financial interest in the lot and has funded all or part of our interest with the help of someone else. See Important Notices and Explanation of Cataloguing Practice.

Bidding by interested parties

Lot offered without reserve which will be sold to the highest bidder regardless of the pre-sale estimate in the catalogue.

Lot incorporates material from endangered species which could result in export restrictions. See Paragraph H2(b) of the Conditions of Sale.

See Storage and Collection pages in the catalogue.

Ψ

Lot incorporates material from endangered species that is not for sale and shown for display purposes only. See Paragraph H2(g) of the Conditions of Sale.

Please note that **lots** are marked as a convenience to you and we shall not be liable for any errors in, or failure to, mark a **lot**.

# IMPORTANT NOTICES AND EXPLANATION OF CATALOGUING PRACTICE

#### IMPORTANT NOTICES

#### $\Delta$ Property Owned in part or in full by Christie's

From time to time. Christie's may offer a lot which it owns in whole or in part. Such property is identified in the catalogue with the symbol  $\Delta$  next to its lot number. Where Christie's has an ownership or financial interest in every lot in the catalogue, Christie's will not designate each lot with a symbol, but will state its interest in the front of the catalogue

#### o Minimum Price Guarantees

On occasion, Christie's has a direct financial interest in the outcome of the sale of certain lots consigned for sale. This will usually be where it has guaranteed to the Seller that whatever the outcome of the auction, the Seller will receive a minimum sale price for the work. This is known as a minimum price guarantee. Where Christie's holds such financial interest we identify such lots with the symbol onext to the lot number.

#### <sup>o</sup> ♦ Third Party Guarantees/Irrevocable bids

Where Christie's has provided a Minimum Price Guarantee it is at risk of making a loss if the lot fails to sell. Christie's sometimes chooses to share that risk with a third party who agrees prior to the auction to place an irrevocable written bid on the lot. If there are no other higher bids, the third party commits to buy the lot at the level of their irrevocable written bid. In doing so, the third party takes on all or part of the risk of the lot not being sold. Lots which are subject to a third party guarantee arrangement are identified in the catalogue with the symbol ° •

In most cases, Christie's compensates the third party in exchange for accepting this risk. Where the third party is the successful bidder, the third party's remuneration is based on a fixed financing fee. If the third party is not the successful bidder, the remuneration may either be based on a fixed fee or is an amount calculated against the hammer price. The third party may continue to bid for the lot above the irrevocable written bid. Where the third party is the successful bidder, Christie's will report the purchase price net of the fixed financing fee.

Third party guarantors are required by us to disclose to anyone they are advising their financial interest in any lots they are guaranteeing. However, for the avoidance of any doubt, if you are advised by or bidding through an agent on a lot identified as being subject to a third party guarantee, you should always ask your agent to confirm whether or not he or she has a financial interest in relation to the lot

#### Bidding by interested parties

When a party with a direct or indirect interest in the lot who may have knowledge of the lot's reserve or other material information may be bidding on the lot, we will mark the lot with this symbol . This interest can include beneficiaries of an estate that consigned the lot or a joint owner of a lot. Any interested party that successfully bids on a lot must comply with Christie's Conditions of Sale, including paying the lot's full Buyer's Premium plus applicable taxes.

#### Post-catalogue notifications

In certain instances, after the catalogue has been published, Christie's may enter into an arrangement or become aware of bidding that would have required a catalogue symbol. In those instances, a pre-sale or pre-lot announcement will be made.

# Other Arrangements

Christie's may enter into other arrangements not involving bids. These include arrangements where Christie's has given the Seller an Advance on the proceeds of sale of the lot or where Christie's has shared the risk of a guarantee with a partner without the partner being required to place an irrevocable written bid or otherwise participating in the bidding on the lot. Because such arrangements are unrelated to the bidding process they are not marked with a symbol in the catalogue.

#### FOR PICTURES, DRAWINGS, PRINTS AND MINIATURES

Terms used in this catalogue have the meanings ascribed to them below Please note that all statements in this catalogue as to authorship are made subject to the provisions of the Conditions of Sale and **authenticity** warranty. Buyers are advised to inspect the property themselves. Written condition reports are usually available on request.

# **QUALIFIED HEADINGS**

In Christie's opinion a work by the artist.

"Attributed to ..

In Christie's qualified opinion probably a work by the artist in whole or in part.
\*"Studio of ..."/ "Workshop of ..

In Christie's qualified opinion a work executed in the studio or workshop of the artist, possibly under his supervision.

In Christie's qualified opinion a work of the period of the artist and showing his influence. \*"Follower of ...

In Christie's qualified opinion a work executed in the artist's style but not necessarily by a pupil.

\*"Manner of In Christie's qualified opinion a work executed in the artist's style but of

"After . In Christie's qualified opinion a copy (of any date) of a work of the artist. "Signed ..."/"Dated ..."/

In Christie's qualified opinion the work has been signed/dated/inscribed by the artist.

"With signature ..."/ "With date ..."/ 'With inscription .

In Christie's qualified opinion the signature/

date/inscription appears to be by a hand other than that of the artist.

The date given for Old Master, Modern and Contemporary Prints is the date (or approximate date when prefixed with 'circa') on which the matrix was worked and not necessarily the date when the impression was printed or published.

\*This term and its definition in this Explanation of Cataloguing Practice are a qualified statement as to authorship. While the use of this term is based upon careful study and represents the opinion of specialists, Christie's and the seller assume no risk, liability and responsibility for the authenticity of authorship of any lot in this catalogue described by this term, and the Authenticity Warranty shall not be available with respect to lots described using this term.

#### **POST 1950 FURNITURE**

All items of post-1050 furniture included in this sale are items either not originally supplied for use in a private home or now offered solely as works of art. These items may not comply with the provisions of the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended in 1989 and 1993, the "Regulations"). Accordingly, these items should not be used as furniture in your home in their current condition. If you do intend to use such items for this purpose, you must first ensure that they are reupholstered, restuffed and/or recovered (as appropriate) in order that they comply with the provisions of the Regulations. These will vary by

29/03/19

29/03/19

# STORAGE AND COLLECTION

#### PAYMENT OF ANY CHARGES DUE

Specified **lots** (sold and unsold) marked with a filled square (**III**) not collected from Christie's by 5.00pm on the day of the sale will, at our option, be removed to Christie's Fine Art Storage Services (CFASS in Red Hook, Brooklyn). Christie's will inform you if the **lot** has been sent offsite.

If the **lot** is transferred to Christie's Fine Art Storage Services, it will be available for collection after the third business day following the sale.

Please contact Christie's Post-Sale Service 24 hours in advance to book a collection time at Christie's Fine Art Services. All collections from Christie's Fine Art Services will be by pre-booked appointment only.

Please be advised that after 50 days from the auction date property may be moved at Christie's discretion. Please contact Post-Sale Services to confirm the location of your property prior to collection.

Tel: +1 212 636 2650

Email: PostSaleUS@christies.com

Operation hours for both Christie's Rockefeller and Christie's Fine Art Storage are from 9:30 am to 5:00 pm, Monday – Friday.

#### **COLLECTION AND CONTACT DETAILS**

**Lots** will only be released on payment of all charges due and on production of a Collection Form from Christie's. Charges may be paid in advance or at the time of collection. We may charge fees for storage if your **lot** is not collected within thirty days from the sale. Please see paragraph G of the Conditions of Sale for further detail.

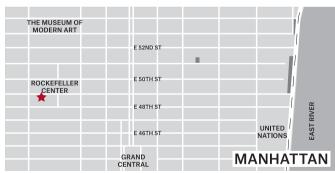
Tel: +1 212 636 2650 Email: PostSaleUS@christies.com

#### SHIPPING AND DELIVERY

Christie's Post-Sale Service can organize domestic deliveries or international freight. Please contact them on +1 212 636 2650 or PostSaleUS@christies.com.

Long-term storage solutions are also available per client request. CFASS is a separate subsidiary of Christie's and clients enjoy complete confidentiality. Please contact CFASS New York for details and rates: +1 212 636 2070 or storage@cfass.com

# STREET MAP OF CHRISTIE'S NEW YORK LOCATIONS





### Christie's Rockefeller Center

20 Rockefeller Plaza, New York 10020 Tel: +1 212 636 2000 nycollections@christies.com Main Entrance on 49th Street Receiving/Shipping Entrance on 48th Street

Hours: 9.30 AM - 5.00 PM

Monday-Friday except Public Holidays

# Christie's Fine Art Storage Services (CFASS)

62-100 Imlay Street, Brooklyn, NY 11231 Tel: +1 212 974 4500 nycollections@christies.com Main Entrance on Corner of Imlay and Bowne St

Hours: 9.30 AM - 5.00 PM

Monday-Friday except Public Holidays

13/08/18



# JEAN-FRANÇOIS DE GALAUP LA PÉROUSE (1741-1788?)

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The superb Bédoyère copy of 'one of the finest narratives of maritime exploration ever written' (Howell).

Printed on large paper, with an additional portrait, one of 12 examples only with plates before letters,
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# WRITTEN BIDS FORM

# CHRISTIE'S NEW YORK

#### **ART OF AFRICA**

TUESDAY 14 MAY 2019 AT 6.30 PM

20 Rockefeller Plaza New York, NY 10020

CODE NAME: KISMET SALE NUMBER: 17218

(Dealers billing name and address must agree with tax exemption certificate. Invoices cannot be changed after they have been printed.)

#### BID ONLINE FOR THIS SALE AT CHRISTIES.COM

#### BIDDING INCREMENTS

Bidding generally starts below the low estimate and increases in steps (bid increments) of up to 10 per cent. The auctioneer will decide where the bidding should start and the bid increments. Written bids that do not conform to the increments set below may be lowered to the next bidding-interval.

US\$100 to US\$2.000 by US\$100s US\$2.000 to US\$3.000 by US\$200s US\$3,000 to US\$5,000 by US\$200, 500, 800

(e.g. US\$4,200, 4,500, 4,800)

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

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

(e.g. US\$32,000, 35,000, 38,000)

US\$50,000 to US\$100,000 by US\$5,000s US\$100,000 to US\$200,000 by US\$10,000s Above US\$200.000 at auctioneer's discretion

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

- 1. I request Christie's to bid on the stated lots up to the maximum bid I have indicated for each lot.
- I understand that if my bid is successful the amount payable will be the sum of the hammer price and the buyer's premium (together with any applicable state or local sales or use taxes chargeable on the hammer price and buyer's premium) in accordance with the Conditions of Sale-Buyer's Agreement). The **buyer's premium** rate shall be an amount equal to 25% of the hammer price of each lot up to and including US\$300,000, 20% on any amount over US\$300,000 up to and including US\$4,000,000 and 13.5% of the amount above US\$4,000,000.
- I agree to be bound by the Conditions of Sale printed in the catalogue.
- I understand that if Christie's receive written bids on a lot for identical amounts and at the auction these are the highest bids on the lot. Christie's will sell the lot to the bidder whose written bid it received and accepted first.
- Written bids submitted on "no reserve" lots will, in the absence of a higher bid, be executed at approximately 50% of the low estimate or at the amount of the bid if it is less than 50% of the low estimate.

I understand that Christie's written bid service is a free service provided for clients and that, while Christie's will be as careful as it reasonably can be, Christie's will not be liable for any problems with this service or loss or damage arising from circumstances beyond Christie's reasonable control.

# **AUCTION RESULTS: CHRISTIES.COM**

08/01/19

Written bids must be received at least 24 hours before the auction begins. Christie's will confirm all bids received by fax by return fax. If you have not received confirmation within one business day, please contact the Bid Department. Tel: +1 212 636 2437 on-line www.christies.com

	17218	
Client Number (if applicable)	Sale Number	
Billing Name (please print)		
Address		
City	State Z	Zone
Daytime Telephone	Evening Telephone	
Fax (Important)	Email	
O Please tick if you prefer not to receive info		

If you have not previously bid or consigned with Christie's, please attach copies of the following documents. Individuals: government-issued photo identification (such as a photo driving licence, national identity card, or passport) and, if not shown on the ID document, proof of current address, for example a utility bill or bank statement. Corporate clients: a certificate of incorporation. Other business structures such as trusts, offshore companies or partnerships: please contact the Credit Department at +1 212 636 2490 for advice on the information you should supply. If you are registering to bid on behalf of someone who has not previously bid or consigned with Christie's, please attach identification documents for yourself as well as the party on whose behalf you are bidding, together with a signed letter of authorisation from that party. New clients, clients who have not made a purchase from any Christie's office within the last two years, and those wishing to spend more than on previous occasions will be asked to supply a bank reference.

# PLEASE PRINT CLEARLY

Lot number (in numerical order)	Maximum Bid US\$ (excluding buyer's premium)	Lot number (in numerical order)	Maximum Bid US\$ (excluding buyer's premium)

If you are registered within the European Community for VAT/IVA/TVA/BTW/MWST/MOMS Please quote number below:



FORMERLY IN THE COLLECTION OF KARL LAGERFELD
Jean Dunand (1877-1922) Jean Lambert-Rucki (1888-1967)
Grand masque, 1920
Carved, painted and lacquered linden
100.5 x 30.5 x 3 cm, 39 1 x 12 x 1 1 in
€120,000-180,000

# **DESIGN**

Paris, 21 May 2019

# VIEWING

16-20 May 2019 9, Avenue Matignon 75008 Paris

# CONTACT

Pauline De Smedt +33 1 40 76 83 54 Pdesmedt@christies.com



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