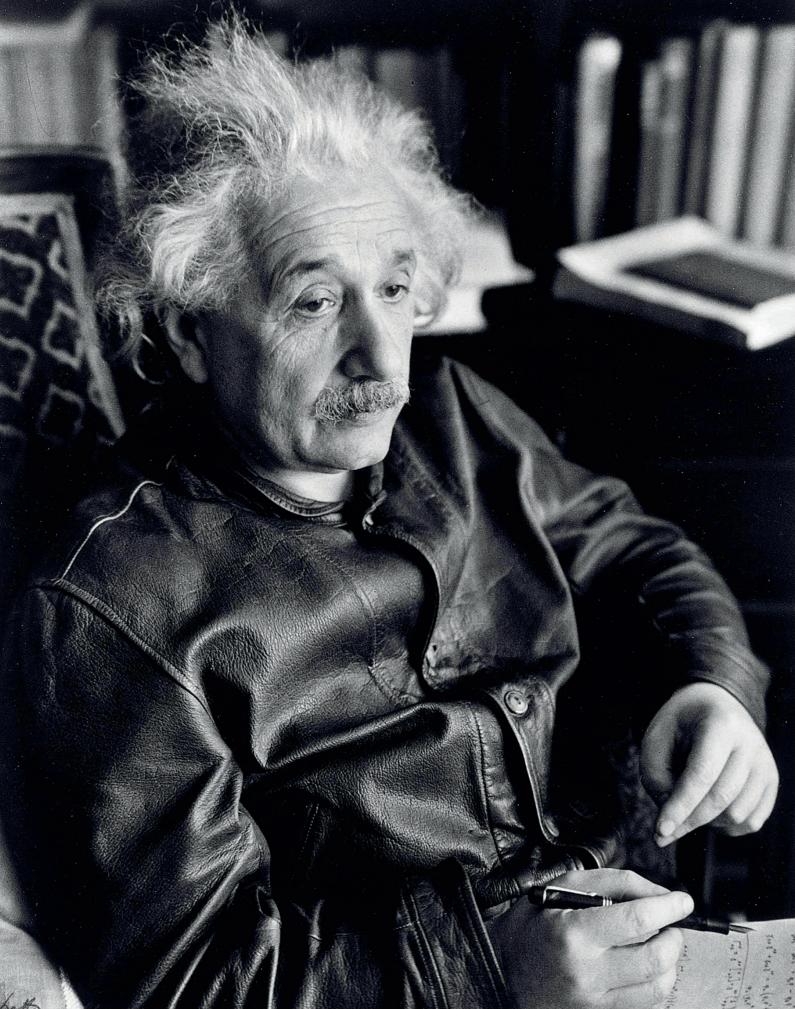
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# Albert Einstein The God Letter

New York 4 December 2018

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03/10/2018

# ALBERT EINSTEIN THE GOD LETTER

**TUESDAY 4 DECEMBER 2018** 

#### **PHOTO CREDITS**

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Inside front cover: Lotte Jacobi, Albert Einstein in the leather jacket © 1938 The University of New Hampshire. Portrait of Albert Einstein courtesy of the University of New Hampshire

Back cover: Mathematicians Albert Einstein and Kurt Godel taking a walk, January 1, 1954 © Leonard Mccombe/ The LIFE Picture Collection/Getty Images

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21/06/16

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Friday	30 November	10.00 am - 5.00 pm
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# CHRISTIE'S

# FOREWORD WALTER ISAACSON

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people of various religious beliefs – or non-beliefs – have occasionally quoted Albert Einstein in support of their own outlooks.

One evening in Berlin, Einstein and his wife were at a dinner party when a guest expressed a belief in astrology. Einstein ridiculed the notion as pure superstition. Another guest stepped in and similarly disparaged religion. Belief in God, he insisted, was likewise a superstition.

At this point the host tried to silence him by invoking the fact that even Einstein harbored religious beliefs.

"It isn't possible!" the skeptical guest said, turning to Einstein to ask if he was, in fact, religious.

"Yes, you can call it that," Einstein replied. "Try and penetrate with our limited means the secrets of nature and you will find that, behind all the discernible laws and connections, there remains something subtle, intangible and inexplicable. Veneration for this force beyond anything that we can comprehend is my religion. To that extent I am, in fact, religious."

Other believers like to cite an interview he gave shortly after his fiftieth birthday. "I'm not an atheist," Einstein said when asked if he believed in God. "The problem involved is too vast for our limited minds. We are in the position of a little child entering a huge library filled with books in many languages. The child knows someone must have written those books. It does not know how. It does not understand the languages in which they are written. The child dimly suspects a mysterious order in the arrangement of the books but doesn't know what it is. That, it seems to me, is the attitude of even the most intelligent human being toward God."

His most beautiful statement of that sentiment was expressed to a sixth-grade girl who wrote asking of his religious beliefs. "Every one who is seriously involved in the pursuit of science becomes convinced that a

spirit is manifest in the laws of the Universe – a spirit vastly superior to that of man, and one in the face of which we with our modest powers must feel humble." He replied. "In this way the pursuit of science leads to a religious feeling of a special sort, which is indeed quite different from the religiosity of someone more naïve."

Throughout his life, he was consistent in deflecting the charge that he was an atheist. "There are people who say there is no God," he told a friend, "But what makes me really angry is that they quote me for support of such views." As he explained on another occasion, "What separates me from most so-called atheists is a feeling of utter humility toward the unattainable secrets of the harmony of the cosmos."

However, he always was clear that he did not believe in a personal, interventionist God, one who will break the laws of the universe to make a miracle if you pray hard enough to him or her. "The main source of the present-day conflicts between the spheres of religion and of science lies in this concept of a personal God," he argued. Scientists aim to uncover the immutable laws that govern reality, and in doing so they must reject the notion that divine will, or for that matter human will, plays a role that would violate this cosmic causality.

There were times, however, when Einstein was more outspokenly hostile toward religious beliefs, such as in the letter that is the subject of this catalogue. As this letter shows, his opinions about religion and his mode of expressing them varied over the years and days and sometimes depended on whom he was addressing.

Why was that? The explanation I think is the simplest one: because he was human. His feelings about religion varied at times. I know mine do. Do yours? If your answer is yes, you can understand why even Einstein probably felt different sentiments about religion at different times.

In this context, the letter being offered for sale provides a valuable piece for understanding the complex and beautiful mosaic of Einstein's religious sentiments and beliefs.

EINSTEIN, Albert (1879-1955). Autograph letter signed ("A. Einstein") to Eric Gutkind, Princeton, 3 January 1954.

In German. Two pages,  $215 \times 280$ mm, bearing several autograph emendations; with original transmittal envelope.

#### THE GOD LETTER

"The word God is for me nothing but the expression and product of human weakness, the Bible a collection of venerable but still primitive legends."

Einstein's single most famous letter on God, his Jewish identity, and man's eternal search for meaning. This remarkably candid, private letter was written a year before Einstein's death and remains the most fully articulated expression of his religious and philosophical views: "The word God is for me nothing but the expression and product of human weaknesses, the Bible a collection of venerable but still rather primitive legends. No interpretation, no matter how subtle, can (for me) change anything about this." Rather, Einstein invokes "our wonderful" Baruch Spinoza, the 17th-century Jewish Dutch philosopher with whom he strongly identified from an early age. Spinoza believed not in an anthropomorphic God who intervened in daily lives, but in a God beyond description, one responsible for the sublime beauty and orderliness of the universe.

And despite Einstein's open identification with Judaism, he felt no differently toward it: "For me the unadulterated Jewish religion is, like all other religions, an incamation of primitive superstition. And the Jewish people to whom I gladly belong, and in whose mentality I feel profoundly anchored, still for me does not have any different kind of dignity from all other peoples. As far as my experience goes, they are in fact no better than other human groups, even if they are protected from the worst excesses by a lack of power. Otherwise I cannot perceive anything 'chosen' about them."

Einstein wrote in response to Eric Gutkind's 1952 book, *Choose Life: The Biblical Call to Revolt*, which he read at the behest of Dutch mathematician and philosopher L.E.J. Brouwer (1881-1966). Though Einstein was unequivocal in his critique of Gutkind's work ("it pains me that you claim a privileged position and try to defend it by two walls of pride, an external one as a human being and an internal one as a Jew"), he sought to establish a common ground between them, noting that they still agreed on "the essentials." Prefacing his frank remarks on God and religion, he observed diplomatically that he and Gutkind both believed in the importance of a strong moral foundation that rose above self-interest and instead sought to benefit humanity ("striving for the improvement and refinement of existence"), while rejecting materialism as an end – a typically "un-American attitude" they shared. *Provenance*: Eric Gutkind (1877-1965) – Bloomsbury, 15 May 2008, Lot 303.

[With:] Black and white photograph of Eric Gutkind, 90 x 142mm – Gutkind, Eric. Choose Life: The Biblical Call to Revolt, New York: Schuman, 1952.

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# Laster Herr Guthand!

Augiferent durch whederholde Auferentrougen Browners hebe ids in den letighen Tagen viel gebesen in Threm Brocks, för dessen Gendung sole Three selv danke. Was mir dabei besonders auffael man dies. Wir sind einander inbezag auf die faktische Esnestellung zum Geben must per menschlichen Geneinschaft weitigehend Abul ich: ihn- persödictes John mit dem Streben nach Befredung von ich- zentischen Hänschen, Streben nach Versleinerung und bredelung des Deseins mot Betreung des rein Meusehrlichen, wohi das leblere Ding mer als Mottel ungesehen ist, dem keine beberrschende Timpkliere eingeröumt werden darf. (Diese Ginstellung ist is besonders, die uns als ein- techt, mannerieum albitude verbindettig

Trotzdens hatte ich mich ohne Brownord Brunnterung nie dayse gebracht, mich irgandwie einzelend mit Throng Buché Chifasth, weil es in einer feir mich mynginglichen Sprache genetralibers ist. Dus Wort Gott ist fine wish wichts als Hundruck und Trodukt newselstocher Telmodeless, die Bibel eine Tummbung chromodique aben doch reichlich journitiver Tegendere. Keine wolf w feinstruige Anslegung kum (file mich I etwas duran Juderes. Fiere verferner Ten Anslegungen und naturgenessa hochet minnigfaltig med baken so gut wie wichts mit dens Urtest zu schaffen. Tie mich ist die morfalselet judiselse Keligion vie alle anderen Religionere eins Incorrection des primitives Abreglanbers. Med des judiselle Volk, per deux ich gerne mid mit dessen Mentalisat ich toof remaches firs, het fir mich doch kome underserdige-Deguitat als able anderer Villar. Someit medue Befahrung zwicht ist es ande mu victors besser als andere mensitatione of impepers weens es auch durch Mangel are Market gegen die schliemenster. turvisles e gesichert ist. Soust kanne ich nichts " Auserwähltes" an ilea walanelemen.

Uberhaupt empfinde ich es selemerglich, dass Sie eine preistegierte Stellung beauspruchen und Die durch poei Maueres der Stilzes zu verteistigen suchen, eine aussere als Meuseh und eine anwere als Tride. Als Meuseh beunspruchen Zue gewissermassere etwa-Dispens von der soust acceptionen Kanselität, als Juda ein Trivileg für Monotheismus. Aber eine begrangte Kansalität ist überhaufes keine Kanselität mehr, wie vohl zuerst unser wendenberer Spinoge mit aller Icharfe erkennt hat. Und die animististische

tuffassing dor Natural Sgiones word in Tringsp durch Morsopolistering nixold aufychoben, Ducks whole Mauers House with mer you other genvissen Felbsteduschung gelanger; wher more moraltschen Benethungen intellektullen ich Ihnen mu gang offer more Differenzen in der Abergungen ausgesprochen habe, ist es mar doch hlar, dass wir mes me Wescutlichen gang nahe stehne, nanslich in den Bewertungen mensthelseleen kerhalbeur. das bremande sot mer intellektuelles Beisverk oder de " tational sciencing" in trand selver Tyrache. Deslett death ich, dans wir new recht wohl verstehen wirden, ween wir uns iber konkrete Dinge miterhielten. Mit franklichen Dunk mad besten Wienschen The A. Einstein . 

#### Princeton, 3.I.54

#### Lieber Herr Gutkind!

Angefeuert durch wiederholte Anregung Brouwers habe ich in den letzten Tagen viel gelesen in Ihrem Buche, für dessen Sendung ich Ihnen sehr danke. Was mir dabei besonders auffiel war dies. Wir sind einander inbezug auf die faktische Einstellung zum Leben und zur menschlichen Gemeinschaft weitgehend ähnlich: über-persönliches Ideal mit dem Streben nach Befreiung von ich-zentrierten Wünschen, Streben nach Verschönerung und Veredelung des Daseins mit Betonung des rein Menschlichen, wobei das leblose Ding nur als Mittel anzusehen ist, dem keine beherrschende Funktion eingeräumt werden darf. (Diese Einstellung ist es besonders, die uns als ein echt "unamerican attitude" verbindet)

Trotzdem hätte ich mich ohne Brouwers Ermunterung nie dazu gebracht, mich irgendwie eingehend mit Ihrem Buch zu befassen, weil es in einer für mich unzugänglichen Sprache geschrieben ist. Das Wort Gott ist für mich nichts als Ausdruck und Produkt menschlicher Schwächen, die Bibel eine Sammlung ehrwürdiger aber doch reichlich primitiver Legenden. Keine noch so feinsinnige Auslegung kann (für mich) etwas daran ändern. Diese verfeinerten Auslegungen sind naturgemäss höchst mannigfaltig und haben so gut wie nichts mit dem Urtext zu schaffen. Für mich ist die unverfälschte jüdische Religion wie alle anderen Religionen eine Incarnation des primitiven Aberglaubens. Und das jüdische Volk, zu dem ich gerne gehöre und mit dessen Mentalität ich tief verwachsen bin, hat für mich doch keine andersartige Dignität als alle anderen Völker. Soweit meine Erfahrung reicht ist es auch um nichts besser als andere menschliche Gruppen wenn es auch durch Mangel an Macht gegen die schlimmsten Auswüchse gesichert ist. Sonst kann ich nichts "Auserwähltes" an ihm wahrnehmen.

Überhaupt empfinde ich es schmerzlich, dass Sie eine privilegierte Stellung beanspruchen und sie durch zwei Mauern des Stolzes zu verteidigen suchen, eine äussere als Mensch und eine innere als Jude. Als Mensch beanspruchen Sie gewissermassen eine[n] Dispens von der sonst acceptierten Kausalität, als Jude ein Privileg für Monotheismus. Aber eine begrenzte Kausalität ist überhaupt keine Kausalität mehr, wie wohl zuerst unser wunderbarer Spinoza mit aller Schärfe erkannt hat. Und die animistische Auffassung der Naturreligionen wird im Prinzip durch Monopolisierung nicht aufgehoben. Durch solche Mauern können wir nur zu einer gewissen Selbsttäuschung gelangen; aber unsere moralischen Bemühungen werden durch sie nicht gefördert. Eher das Gegenteil.

Nachdem ich Ihnen nun ganz offen unsere Differenzen in den intellektuellen Überzeugungen ausgesprochen habe, ist es mir doch klar, dass wir uns im Wesentlichen ganz nahe stehen, nämlich in den Bewertungen menschlichen Verhaltens. Das Trennende ist nur intellektuelles Beiwerk oder die "Rationalisierung" in Freud'scher Sprache. Deshalb denke ich, dass wir uns recht wohl verstehen würden, wenn wir uns über konkrete Dinge unterhielten.

Mit freundlichen Dank und besten Wünschen,

Ihr A. Einstein.

#### Princeton, 3.I.54

#### Dear Mr Gutkind.

Inspired by Brouwer's repeated suggestion, I have read a great deal in your book in the last few days: thank you very much for sending it to me. What struck me particularly was this. We are largely alike as regards our factual attitude to life and to the human community: an ideal that goes beyond self-interest, with the striving for release from ego-oriented desires, the striving for the improvement and refinement of existence, with an emphasis on the purely human element, by which inanimate things are to be perceived purely as a means, to which no dominant function is to be attributed. (It is especially this attitude that unites us as an authentically "un-American attitude").

Nevertheless, without Brouwer's encouragement I would never have brought myself to engage at all closely with your book because it is written in a language which is inaccessible to me. The word God is for me nothing but the expression and product of human weaknesses, the Bible a collection of venerable but still rather primitive legends. No interpretation, no matter how subtle, can (for me) change anything about this. These refined interpretations are naturally very diverse, and have virtually nothing to do with the original text. For me the unadulterated Jewish religion is, like all other religions, an incarnation of primitive superstition. And the Jewish people to whom I gladly belong, and in whose mentality I feel profoundly anchored, still for me does not have any different kind of dignity from all other peoples. As far as my experience goes, they are in fact no better than other human groups, even if they are protected from the worst excesses by a lack of power. Otherwise I cannot perceive anything "chosen" about them.

In general, it pains me that you claim a privileged position and try to defend it by two walls of pride, an external one as a human being and an internal one as a Jew. As a human being you claim to a certain extent a dispensation from the causality which you otherwise accept, as a Jew a privileged status for monotheism. But a limited causality is no longer a causality at all, as indeed our wonderful Spinoza originally recognised with absolute clarity. And the animistic conception of natural religions is in principle not cancelled out by monopolization. With such walls we can only attain a certain self-deception; but our moral efforts are not furthered by them. Quite the opposite.

Now that I have expressed our differences in intellectual convictions completely openly, it is still clear to me that we are very close to each other in the essentials, that is, in our evaluations of human behavior. What divides us is only intellectual padding or the "rationalization" in Freudian language. So I think that we would understand each other very well if we conversed about concrete things.

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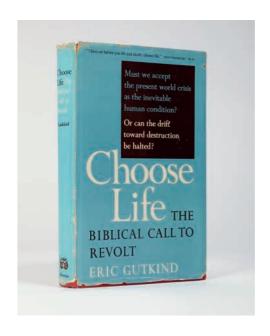
Yours,

A. Einstein

<sup>&</sup>lt;sup>1</sup> In English in the original.

# ERIC GUTKIND (1877-1965)

Philosopher, teacher, and writer Eric Gutkind was born in Berlin and educated at the University of Berlin, where his broad-ranging studies included philosophy, philosophy of religion, psychology, anthropology, physics, mathematics, and sociology. During the course of his career, he became increasingly focused on Jewish philosophy. *Choose Life*, Gutkind's third book, presented the Bible as a call to arms, and Judaism and Israel as incorruptible: "Israel is not merely the late result of a long evolution. It is an intrinsic part of reality, from the very beginning. Because it is a maximal possibility of evolution, it is the very principle of evolution" (226). While certain aspects of his philosophy intersected with Einstein's moral outlook, it inherently relied on Biblical teaching, and in Einstein's view, favored the Jewish religion above others — a stance antithetical to his core beliefs. Gutkind was also the author of *The Absolute Collective: A Philosophical Attempt to Overcome our Broken State* (1937) and *The Body of God: First Steps Toward an Anti-Theology* (1969).





Eric Gutkind



The three members of the Olympia Academy. Conrad Habicht, Maurice Solovine, Albert Einstein. Emil Vollenweider und Sohn, Bern, c. 1903.

Courtesy: ETH-Bibliothek Zürich, Bildarchiv

# "I am a deeply religious nonbeliever." — Einstein on his 75th birthday, 1954

#### EINSTEIN'S RELIGION

At the age of 67, Albert Einstein sat down to reflect on his early life, penning a short work titled Autobiographical Notes. It was the closest he would ever come to a proper autobiography, and he described the process as writing "something like my own obituary." It begins in Munich in 1875, where he was born to an "entirely irreligious (lewish)" family – save for one uncle who attended synagogue as a way of hedging his bets ("Ah, but you never know," this uncle would say) (AN 3; Clark 6). Einstein's parenthetical description of his family's Judaism seems to sum up the situation well; when the time came for his parents to enroll their young son in school, they defaulted to the most convenient option, a large Catholic school in their neighborhood called the Petersschule. Einstein excelled there by all accounts, even helping classmates along with their work, before leaving at age nine for the Luitpold Gymnasium, a progressive school that included religious instruction for its Jewish students. Though his family had little tolerance for the "ancient superstition" of scripture, it was at this point that young Einstein began to develop his own relationship with religion - biographer Walter Isaacson writes that "Despite his parents' secularism, or perhaps because of it, Einstein rather suddenly developed a passionate zeal for Judaism," with his sister later recalling: "He was so fervent in his feelings that, on his own, he observed Jewish religious strictures in every detail." Indeed, during this time, he managed to keep kosher and observe the Sabbath - things that were "rather difficult to do when the rest of his family had a lack of interest bordering on disdain for such displays. He even composed his own hymns for the glorification of God, which he sang to himself as he walked home from school" (Jammer 15, Isaacson 16).

It was a short albeit memorable phase that reached its conclusion with Einstein's exposure to science at around the age of IO, via a family friend named Max Talmud (later changed to Talmey). Talmud, a medical student, introduced him to Aaron Bernstein's *People's Books on Natural Science*, a work that Einstein would later recall reading "with breathless attention." "Through the reading of popular scientific books, I soon reached the conviction that much in the stories of the Bible could not be true. The consequence was a positively fanatic orgy of freethinking coupled with the impression that youth is intentionally being deceived by the state through lies; it was a crushing impression. Suspicion against every kind of authority grew out of this experience, an attitude that has never left me" (AN 5, 15).

# Stadt Zürich.

(Grosser Stadtrat)

# Fragebogen

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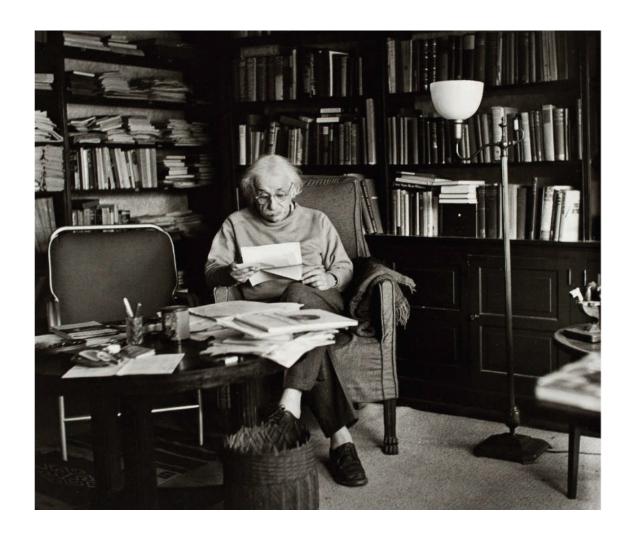
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Einstein thus reverted to family tradition, avoiding religion and authority from that point forward. The family business collapsed in 1894, and with it, his parents moved to Italy, leaving Einstein behind in Munich with distant relatives to continue his studies. Unhappy, he soon departed the Luitpold Gymnasium to study briefly in Aarau, Switzerland, before eventually enrolling in Zurich Polytechnic. Likely due to impending military service that would come with turning 17, he was decidedly against returning to Germany and chose instead to renounce his citizenship entirely. On his application for Swiss citizenship he would notably list his religious affiliation as "konfessionslos," or non-denominational (*CP* 82).

Einstein's feelings toward religion would be shaped further and even more definitively during his time in Zurich by wide reading, particularly works by Baruch Spinoza. In 1902, he met Maurice Solovine, a Romanian philosophy student at the University of Bern, and Conrad Habicht, a former mathematics student at Zurich Polytechnic. The three joined together to read the great thinkers and writers and debate their ideas, dubbing themselves "The Olympia Academy." They made their way through literature including Sophocles' Antigone and Cervantes' Don Quixote, alongside David Hume's A Treatise of Human Nature and Ernst Mach's Analysis of the Sensations. It was the Jewish philosopher Baruch Spinoza, however, who would have the most enduring influence on Einstein. Spinoza's God was an amorphous, impersonal God responsible for the orderliness of the universe and the awe-inspiring beauty of nature, and this philosophy, including a strong sense of determinism, resonated deeply with the scientist.

Over the decades that followed, Einstein would mostly have little to say on religion. Following his Nobel Prize in 1922 and his fiftieth birthday in 1929, however, he became more discursive, speaking more openly on his beliefs in interviews and essays – though never as definitively as he does in his letter to Gutkind, which remains the most succinct and powerful articulation of his views.



# THE GOD LETTER: EINSTEIN'S DEFINITIVE THOUGHTS ON RELIGION, MAN'S SEARCH FOR MEANING, AND HIS JEWISH IDENTITY

Einstein turned 75 in March 1954, two months after writing to Gutkind. The letter was written on January third, mere days into the year that would swiftly bring one of life's universal milestones, and the reader cannot help but feel its gravitas, the "absolute clarity" that he credits to the "wonderful" Spinoza also present in his own words. More direct than his prior essays, interviews, and letters, it is unvarnished and unwavering: the words of a great genius who was perhaps feeling the end fast approaching. It addresses the philosophical and religious questions that mankind has wrestled with since the dawn of time – is there a God? do I have free will? – and in it we have one of the most respected minds of the twentieth century give us the fruit of his own lifelong contemplation.

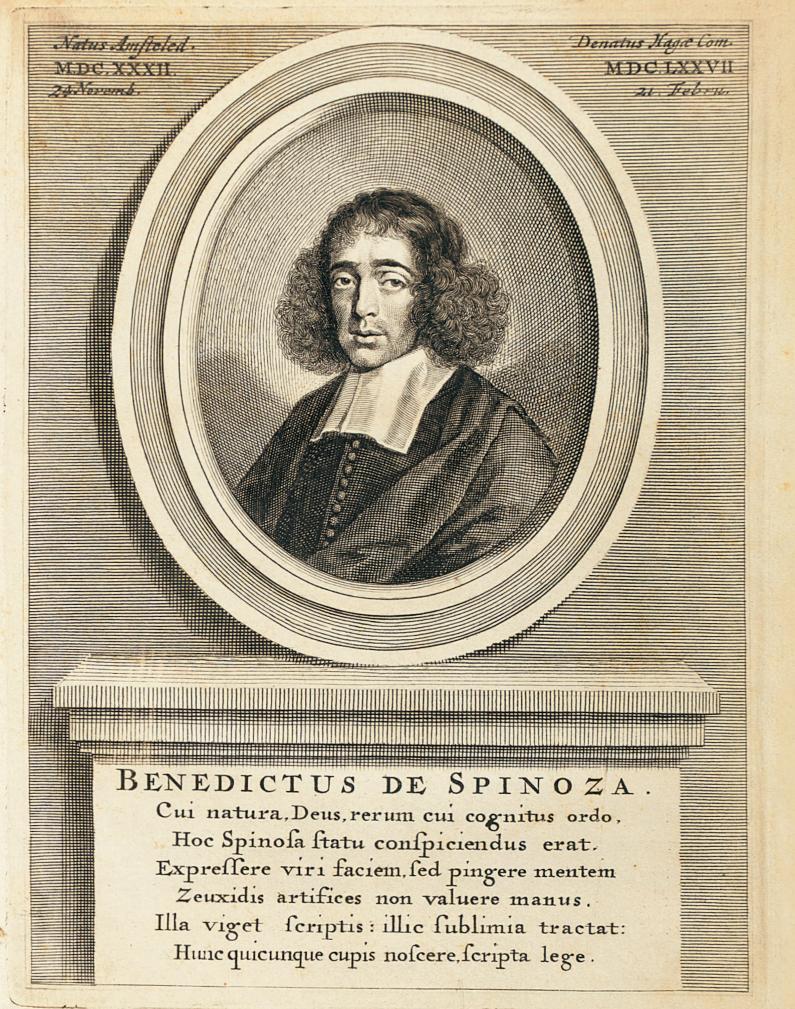
He had arrived in Princeton, New Jersey, in 1933 as a refugee with his second wife, Elsa (who would pass away only a few years later in 1936), and his twenty odd years in America were anything but uneventful. Einstein embraced his new country, and his concerns that Hitler's scientists were working on nuclear weaponry prompted him to leverage his celebrity to alert Franklin Roosevelt of the threat, and his 1939 letter to F.D.R. would set in motion government research that resulted in The Manhattan Project (a version of this letter – Einstein had written a long and short version – sold at Christie's for \$2,096,000 on 27 March 2002, lot 161). He admired his adopted home's tolerance and respect for free thought, free speech, and non-conformist religious beliefs, and became an American citizen in 1940.

It was as a result of sentiments instilled so deeply in Einstein as a young man – a distrust of authority, the respect for individuality, democratic principles, and the desire for social equality – that he remained intent on trying to live the moral life he describes here in his letter to Gutkind, one striving toward the greater good and transcending selfish desires in pursuit of human progress. He believed in a cosmic religion that orchestrated the orderliness and sublime beauty of a great universe, and favored determinism over free will. His religion was without an anthropomorphic God who protects, decides, rewards, and punishes; in Einstein's view, there was a God, but he was never listening.

To Gutkind he writes, too, of the Jewish people "to whom I gladly belong, and in whose mentality I feel profoundly anchored." Though his early identification with Judaism was fleeting, the rise of Anti-Semitism in Germany at the close of the First World War brought him closer to the Jewish community and the growing Zionist movement – an affiliation which prompted Israel to offer Einstein the Presidency of the Jewish State upon the death of Chaim Weizmann in 1952 (he declined). In 1934, in a short piece titled "Jewish Ideals," he had written: "The pursuit of knowledge for its own sake, an almost fanatical love of justice, and the desire for personal independence – these are the features of the Jewish tradition which make me thank my stars that I belong to it" (World 123). He felt the Jewish people were "devoted servants of truth, justice, and liberty," but nonetheless his ideals held firm – he believed they were not superior, and that aspects of the Jewish faith were like any other and that the Bible was ultimately a story. He admired and loved his people, but they were not "chosen" above others.

During the final years of his life, Einstein's companion was a Czech woman named Johanna Fantova, a curator at Princeton's Firestone Library whom he first met in Germany decades earlier. Fantova's diary from her time with Einstein reflects two sides of the aging genius: one preoccupied with his deteriorating health who at times likened his increasingly frail body to that of an old car, and the other still very much one of the great minds of the century, reflecting on his place in the larger scientific landscape, and still in pursuit of a unified field theory.

In 1953, his old friends Maurice Solovine and Conrad Habicht wrote from Paris and Einstein's reply was an homage to "An die unsterbliche Akademie Olympia" – "the immortal Olympia Academy" – that had helped him discover Spinoza so many years before: "All three of us academicians have at least shown ourselves to be durable. Even if we are also getting a bit decrepit, something of your bright and invigorating light still shines on our lonely existences."



### NO GOD BUT SPINOZA'S GOD

#### REBECCA NEWBERGER GOLDSTEIN

When Einstein's general theory of relativity was published in 1915 it was generally acknowledged as an extraordinary intellectual achievement. Its internal coherence and conceptual audacity – Newtonian gravitation wasn't conceived as a force between two large bodies but rather as a warping of the geometry of space-time – together with its dazzlingly beautiful mathematics made it a work of science that was akin to a work of art.

Other distinctive features of general relativity also drew it closer to the sphere of art. Unlike most scientific theories, which are collaborative, Einstein's theory is the product of only one superbly creative mind. Perhaps its sole authorship helps explain its unusual unity. Like a work of art, it is all of a piece, so that if any aspect of it is confirmed, the whole theory is established.

However, Einstein's general relativity initially rested on scant empirical evidence. As magnificent as its reimagining of the fundamental structure of the cosmos was, it couldn't be regarded as scientifically corroborated.

But then, in 1919, a total solar eclipse created the conditions for testing the theory's prediction that a massive body like the sun, in warping the geometry of space-time, would deflect the path of traveling light. (The eclipse made it possible to see stars that are usually invisible to us.) The British physicist Arthur Eddington, already a great admirer of general relativity, led a group of physicists to west Africa, where careful photos were taken as the eclipse was in progress. The photographic evidence revealed that the sun's mass had deflected the light by 1.7 arc-seconds, which was exactly the measure predicted by general relativity. The findings made headlines all over the world, including my favorite, from *The New York Times: LIGHTS ALL ASKEW IN THE HEAVENS; Men of Science More or Less Agog Over Results of Eclipse Observations. EINSTEIN THEORY TRIUMPHS; Stars Not Where They Seemed or Were Calculated To Be, but Nobody Need Worry.* 

Now the very features of the theory that had made it akin to art transformed it into a *sui generis* scientific achievement, making Einstein's name the very eponym for genius – as in the expression "he's no Einstein." In fact, Einstein himself was heard to joke that he himself was "no Einstein."

The physicist was forty years old when the solar eclipse shot him into stellar fame. When he was asked how he would have responded had the long-awaited observations disconfirmed his theory, he quipped, "Then I would have felt sorry for the dear Lord. The theory is accurate."

Einstein's jokey response reminds us that physicists often take the name of "the dear Lord" in vain. In fact, one should, as a general rule, be wary of the supposed "God talk" of theoretical physicists. Often when they speak of God or, as in Einstein's case, "die Alte," the Old One, they don't intend to be saying anything of supernatural consequence. Instead they're engaging in a rather playful way of expressing personal intuitions regarding the objective nature of reality – the way that things really are, not from the human point of view, but rather as they are in themselves, from no point of view at all. Such a conception of objectivity is what philosophers sometimes refer to as "the view from nowhere" or what the philosopher Spinoza called the view sub specie aetemitatis – that is, under the guise of eternity.

Left: Detail from Baruch Spinoza *Opera posthuma*, Amsterdam: Jan Rieuwertsz, 1677. Christie's, 23 April 2001, lot 181.

"But sometimes Einstein, in speaking of God, truly was addressing himself to theological matters, about which he was often questioned. It stood to reason, once he had been declared the peerless thinker of his age, that he would be plied with all the questions that most baffle us: Is there free will? Is there an objective basis for morality? Is there an afterlife? And, of course, is there a God?"

There is, in this way of speech, no presumption that we can succeed in transcending our human limitations so that we can attain the purely objective point of view. In fact, those who employ "God talk" as a way of speaking of objectivity are intentionally gesturing toward the vast distance between our human knowledge and the way things really are. And Einstein, who often expressed the view that our best achievements in science, as exhilarating and transformative as they can be, only yield a small glimpse into the vast lawful structure of nature, was much prone to "God talk."

So, for example, when he famously said that "God does not play dice with the universe" he wasn't expressing any belief in God – not even a deist belief that there is a God who limited his activity to creating the laws of nature and then turned his back, never more to interfere in the world's happenings. No, he was rather colorfully expressing his intuition that quantum mechanics, with its stochastic laws, is not meant to be the last word in physics. A more complete description, he believed, would eventually restore the causal determinism to our picture of the universe. The topic of his seeming assertion concerning God's distaste for games of chance falls strictly within the realm of physics, and nowhere near theology.

But sometimes Einstein, in speaking of God, truly was addressing himself to theological matters, about which he was often questioned. It stood to reason, once he had been declared the peerless thinker of his age, that he would be plied with all the questions that most baffle us: Is there free will? Is there an objective basis for morality? Is there an afterlife? And, of course, is there a God?

His answer to the last question was most often answered by his invoking the name of the seventeenth-century Dutch philosopher Baruch Spinoza. "I believe in Spinoza's God," was what he answered time and again. So, for example, when an Orthodox rabbi in New York City caught wind of the unorthodox religious views of the physicist in Berlin, he sent him a peremptory telegraph: "Do you believe in God? Stop. Answer paid. 50 words." The rabbi overpaid. Einstein used little more than half his allotted number of words in the response which was to become the most famous version of the answer he so often gave: "I believe in Spinoza's God, who reveals himself in the lawful harmony of all that exists, but not in a God who concerns himself with the fate and the doings of mankind."

So obviously, if we want to know what it was that Einstein believed about God we have to look a bit more deeply into Spinoza's subtle views. It is easier to enumerate the views Spinoza rejected, which happened to be all the most fundamental tenets of what he non-diplomatically called "the superstitious religions." He denied the logical possibility of a God who can enter into human history, who can perform miracles, who can appear to prophets. He denied the logical possibility of a God who could, by way of his commandments, lay down the moral law for us. He denied the logical possibility of a God who could choose to bring the universe, together with its laws of nature, into being. He denied the logical possibility of a God who could have any will or intentions whatsoever. For Spinoza, each one of the tenets he denied rendered the universe unintelligible. And if there was one intuition to which Spinoza was whole-heartedly committed it was the intelligibility of the universe. For Spinoza, it isn't turtles all the way down; it's reasons all the way down.

And so, for Spinoza, the only sense we can give to the word "God" is to identify it with the very intelligibility of the universe, with the laws that govern nature and explain all that happens within it. It's the physical universe itself, and not any being that transcends it, that must provide the ultimate answers regarding the universe, including why it exists at all.

For Spinoza, as later for Einstein, this final explanation of the universe by the universe almost certainly lies beyond our human capabilities. But that is a statement about our limitations, not those of the universe. The reason for why the universe is the way it is, for why it had to be that way, lies in the ultimate laws of nature. But there's no guarantee that those ultimate laws are knowable to us.

Spinoza's views about God are set forth in an extraordinary work, written in the style of Euclidean proofs, which is simply entitled *The Ethics*. He is declaring, in his title, that we no more need a transcendent God to establish the basis for morality than we need a transcendent God in order to know why there is something rather than nothing. The ethics that Spinoza deduces is thoroughly naturalist, supervening not on claims concerning God's intentions but concerning human nature.

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Spinoza wasn't able to publish *The Ethics* while he lived; it would have been too dangerous. A group of his friends saw to its publication on the one-year anniversary of his death. The book went on to have a remarkable history. It was everywhere excoriated but also widely read. In fact, so notorious did Spinoza's reputation grow that prepared denunciations of his views became a prerequisite for entrance into the academic and ecclesiastical ranks. By 1710 there had been assembled in Leipzig an extensive *Catalogus scriptorum Anti-Spinozanorum*.

Perhaps it wasn't altogether advisable for the religious and academic authorities to require that those seeking admittance to their ranks carefully consider Spinoza in order to know how to refute him, since, for some, the study led to persuasion. An underground devotion to Spinoza gradually gathered strength internationally, a significant factor in the eventual emergence of what would come to be called the European Enlightenment, most especially in its more radical forms: rejecting the traditional forms of authority, both religious and civic; promoting reason and science over religious dogma and republicanism over monarchy.

Not the least of the remarkable consequences of the posthumous publication of *The Ethics* is the effect that the work had on the greatest physicist of the twentieth century, who expressed his admiration for the philosopher not only directly – including in a gushing poem he wrote, *Zu Spinozas Ethik* – but indirectly in the answers he consistently gave to the philosophical questions he was asked.

"It seems to me that the ideas of a personal God is an anthropological concept which I cannot take seriously. I feel also not able to imagine some will or goal outside the human sphere. My views are near those of Spinoza: admiration for the beauty of, and belief in, the logical simplicity of the order which we can grasp humbly and only imperfectly. I believe that we have to content ourselves with our imperfect knowledge and understanding and treat values and moral obligations as a purely human problem – the most important of all human problems" (Letter to Murray W. Gross, 26 April 1947).

Einstein's "God letter" is certainly in line with everything we know about Einstein's religious views by his having consistently assimilated Spinoza into his responses. We know that Einstein rejected any notion of a transcendent God to whose will we can appeal in explaining the existence of the universe and the basis of morality. But the letter adds something more, and that something more is precious, giving us a glimpse into the emotional and moral character of Einstein.

In the present letter Einstein both acknowledges his identity as a Jew, even claiming that this identity explains certain features of his mentality, while he also expresses impatience with any kind of group chauvinism. This rejection of group-glorification is also much in line with Spinoza, who, I ought to mention, managed to get himself permanently excommunicated from his own Jewish community of Amsterdam at the tender age of 24.

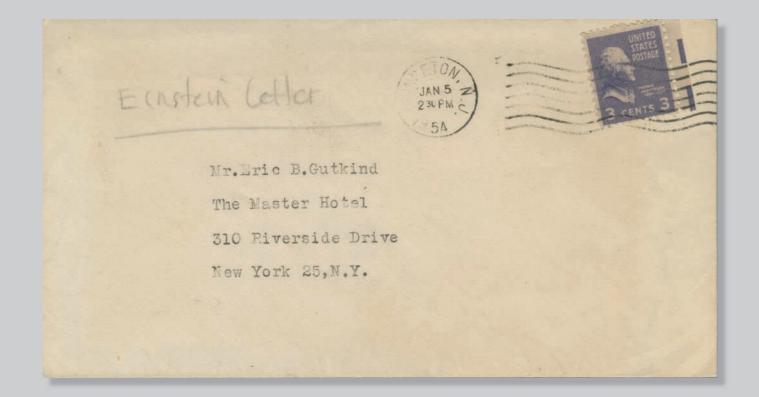
Left: Albert Einstein, "Zu Spinozas Ethik," autograph manuscript poem, c. 1920-1921.

The kind of objectivity that both Spinoza and Einstein revered requires that one be rigorously objective about one's own self, which requires objectivity toward one's own group. A person can both identify as an X without claiming any special glory or innate superiority in being an X. In fact, one not only can, but ought to. No group is immune to the general laws that govern all of nature, including human nature, as "our wonderful Spinoza" was the first to recognize. And this particular moral obligation to regard one's own group with rigorous objectivity, as psychologically difficult as it has proven itself to be (no matter the X), is what Einstein is asserting in "the God letter." (Perhaps it would better be dubbed "the anti-tribalism letter.")

And yet, while there are notes of exasperation in his letter to Eric Gutkind, these notes are muffled in the sweet gracefulness with which Einstein takes care to assure the author of *Choose Life: The Biblical Call to Revolt* of his ultimate respect for him. Uncompromising intellectual integrity is paired with great care not to wound the dignity of another. And in this pairing, the letter manifests the character trait that Spinoza had praised beyond all others, namely the "high-mindedness" that, while seeing others' profound errors, also sees the human frailty behind the errors while gently seeking to correct them, bearing always in mind "the good which follows from mutual friendships and common fellowships" (*The Ethics*, Part V, Proposition X, Note).

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#### CONDITIONS OF SALE • BUYING AT CHRISTIE'S

#### CONDITIONS OF SALE

These Conditions of Sale and the Important Notices and Explanation of Cataloguing Practice set out the terms on which we offer the lots listed in this catalogue for sale. By registering to bid and/or by bidding at auction you agree to these terms, so you should read them carefully before doing so. You will find a glossary at the end explaining the meaning of the words and expressions coloured in **bold**.

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catalogue called "Symbols Used in this Catalogue"

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- (a) If you are planning to bid on a lot, you should inspect it personally or through a knowledgeable representative before you make a bid to make sure that you accept the description and its condition. We recommend you get your own advice from a restorer or other professional adviser.
- (b) Pre-auction viewings are open to the public free of charge. Our specialists may be available to answer questions at pre-auction viewings or by appointment.

#### **5 ESTIMATES**

Estimates are based on the condition, rarity, quality and provenance of the lots and on prices recently paid at auction for similar property. Estimates can change. Neither you, nor anyone else, may rely on any estimates as a prediction or guarantee of the actual selling price of a lot or its value for any other purpose. Estimates do not include the buyer's premium or any applicable taxes.

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- (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 the report.
- (c) 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.
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- (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, decline to 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.

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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.

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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

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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 LIVETM

For certain auctions we will accept bids over the Internet. For more information, please visit https://www.christies.com/buying-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.

#### (c) Written Bids

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 AT THE SALE

#### 1 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 and whether during or after the auction, to continue the bidding, determine the successful hidder, cancel the sale of the lot, or reoffer and resell any lot. If any dispute relating to bidding arises during or after the auction, the auctioneer's decision in exercise of this option

#### 4 RIDDING

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.

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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.

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#### 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\$250,000, 20% on that part of the hammer price over US\$250,000 and up to and including US\$4,000,000, and 12.5% 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.

In accordance with New York law, if Christie's arranges the shipment of a lot out of New York State, New York sales tax does not apply, although sales tax or other applicable taxes for other states may apply. If you hire 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 anvone 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.
- 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 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 or 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 supporting 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 claim under these categories.

#### **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;
- (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 +1 212 636 2650.
- (c) If you do not collect any lot within thirty days following the auction we may, at our option
  - (i) 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

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 +112126362480. See the information set out at www.christies.com/shipping or contact us at Art TransportNY@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. rhino 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 between US 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  ${f lot}$  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 government 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 LIABILITY 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 guarantee or 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™, 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.

## J OTHER TERMS 1 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 we reasonably believe that completing the transaction is, or may be, unlawful or 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 action.

#### 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.

#### 8 WAIVER

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 mediation 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 non-U.S. party, the JAMS 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

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 notice.

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

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 F<sub>1</sub>(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 is auctioned.

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.

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.

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

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

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

See Storage and Collection pages in the catalogue.



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**.

18/05/17

## 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.

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 o next to the lot number.

#### ° ♦ Third Party Guarantees/Irrevocable bids

Where Christie's has provided a Minimum Price Guarantee it is at risk of making a loss, which can be significant, if the lot fails to sell, Christie's therefore sometimes chooses to share that risk with a third party. In such cases the third party agrees prior to the auction to place an irrevocable written bid on the lot. The third party is therefore committed to bidding on the lot and, even if there are no other bids, buying the lot at the level of the written bid unless there are any higher bids. In doing so, the third party takes on all or part of the risk of the lot not being sold. If the lot is not sold, the third party may incur a loss. Lots which are subject to a third party guarantee arrangement are identified in the catalogue with the

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 an amount calculated against the final hammer price. The third party may also bid for the lot above the written bid. Where the third party is the successful bidder, Christie's will report the final 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.

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#### Bidding by parties with an interest

In any case where a party has a financial interest in a lot and intends to bid on it we will make a saleroom announcement to ensure that all bidders are aware of this. Such financial interests can include where beneficiaries of an Estate have reserved the right to bid on a lot consigned by the Estate or where a partner in a risk-sharing arrangement has reserved the right to bid on a lot and/or notified us of their intention to bid.

Please see http://www.christies.com/ financial-interest/ for a more detailed explanation of minimum price guarantees and third party financing arrangements.

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.

#### 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.

\*"Circle of ...

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 a later date.

\*"After ...

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

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.

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Specified **lots** (sold and unsold) marked with a filled square (■) 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

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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.

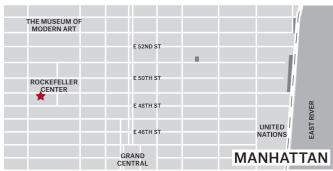
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CODE NAME: BARUCH SALE NUMBER: 16393

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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\$2,000s by US\$2,000s

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

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

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

- I request Christie's to bid on the stated lots up to the maximum bid I have indicated for each lot.
- 2. 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\$25,0,000, 20% on any amount over US\$250,000 up to and including US\$4,000,000 and 12.5% of the amount above US\$4.000,000.
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Billing Name (please print)		
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O Please tick if you prefer not to receive informa	tion about our upcoming sales by e-mail	
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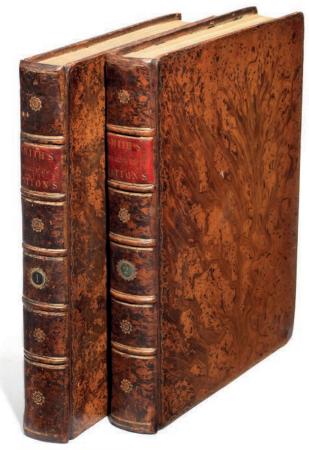
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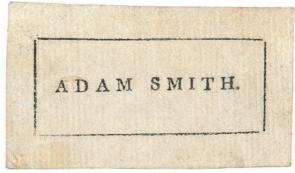
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