



PHILLIPS  
de PURY & COMPANY

CONTEMPORARY ART

17 & 18 FEBRUARY 2011 LONDON



**DAY SALE**

# CONTEMPORARY ART

18 **FEBRUARY** 2011 4PM **LONDON**

**LOTS 201-376**

**Viewing**

Saturday 5 February 2011, 10am-6pm

Sunday 6 February 2011, 12pm - 6pm

Monday 7 February 2011, 10am-6pm

Tuesday 8 February 2011, 10am-6pm

Wednesday 9 February 2011, 10am-6pm

Thursday 10 February 2011, 10am-6pm

Friday 11 February 2011, 10am-6pm

Saturday 12 February 2011, 10am-6pm

Sunday 13 February 2011, 12pm - 6pm

Monday 14 February 2011, 10am-6pm

Tuesday 15 February 2011, 10am-6pm

Wednesday 16 February 2011, 10am-6pm

Thursday 17 February 2011, 10am-6pm

201 **GUYTON\WALKER** b. 1972, b. 1969

*Untitled*, 2008

Epson Ultrachrome inkjet print on linen. 122 × 91 cm (48 × 35 7/8 in).

**Estimate** £30,000–40,000 \$46,400–61,800 €35,700–47,600

**PROVENANCE** Greene Naftali Gallery, New York

**EXHIBITED** Bologna, Museo d'Arte Moderna di Bologna, MAMbo, *Guyton\Walker*, 2008





Aaron Young performance in Moscow, 2008



PROPERTY FROM A PRIVATE EUROPEAN COLLECTION

202 **AARON YOUNG** b. 1972

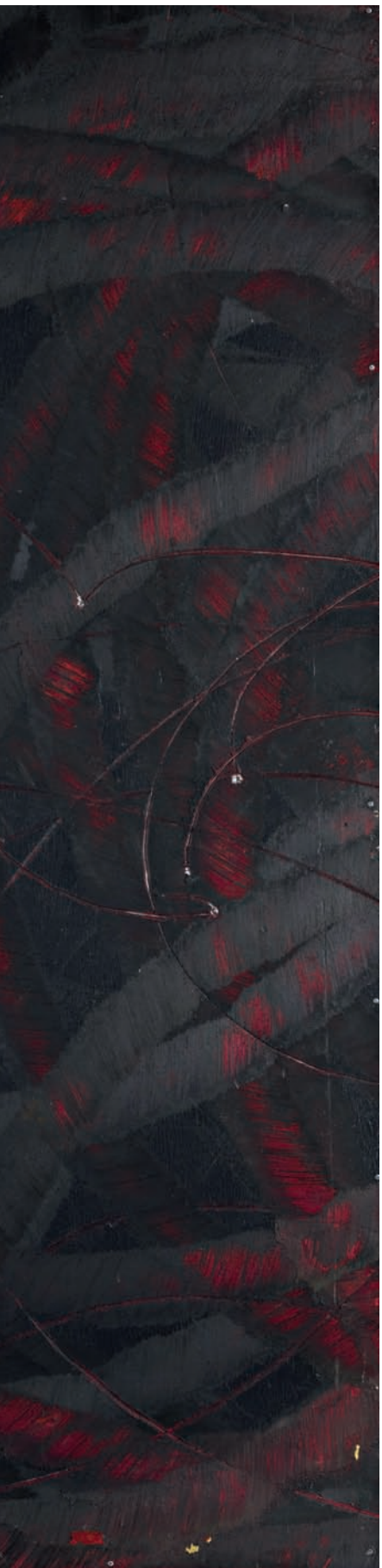
*Arc Light (Moscow)*, 2008

Oil, rubber and acrylic on aluminium in two parts. Each panel: 200 × 150 cm  
(78 3/4 × 59 in).

**Estimate** £25,000–35,000 \$38,600–54,100 €29,700–41,600

PROVENANCE Bortolami Gallery, New York

EXHIBITED Moscow, Gagosian Gallery, *Aaron Young, For what you are about to receive*, 2008



203 **GREGOR HILDEBRANDT** b. 1974

*The Same Deep Water as You [Cure]*, 2007

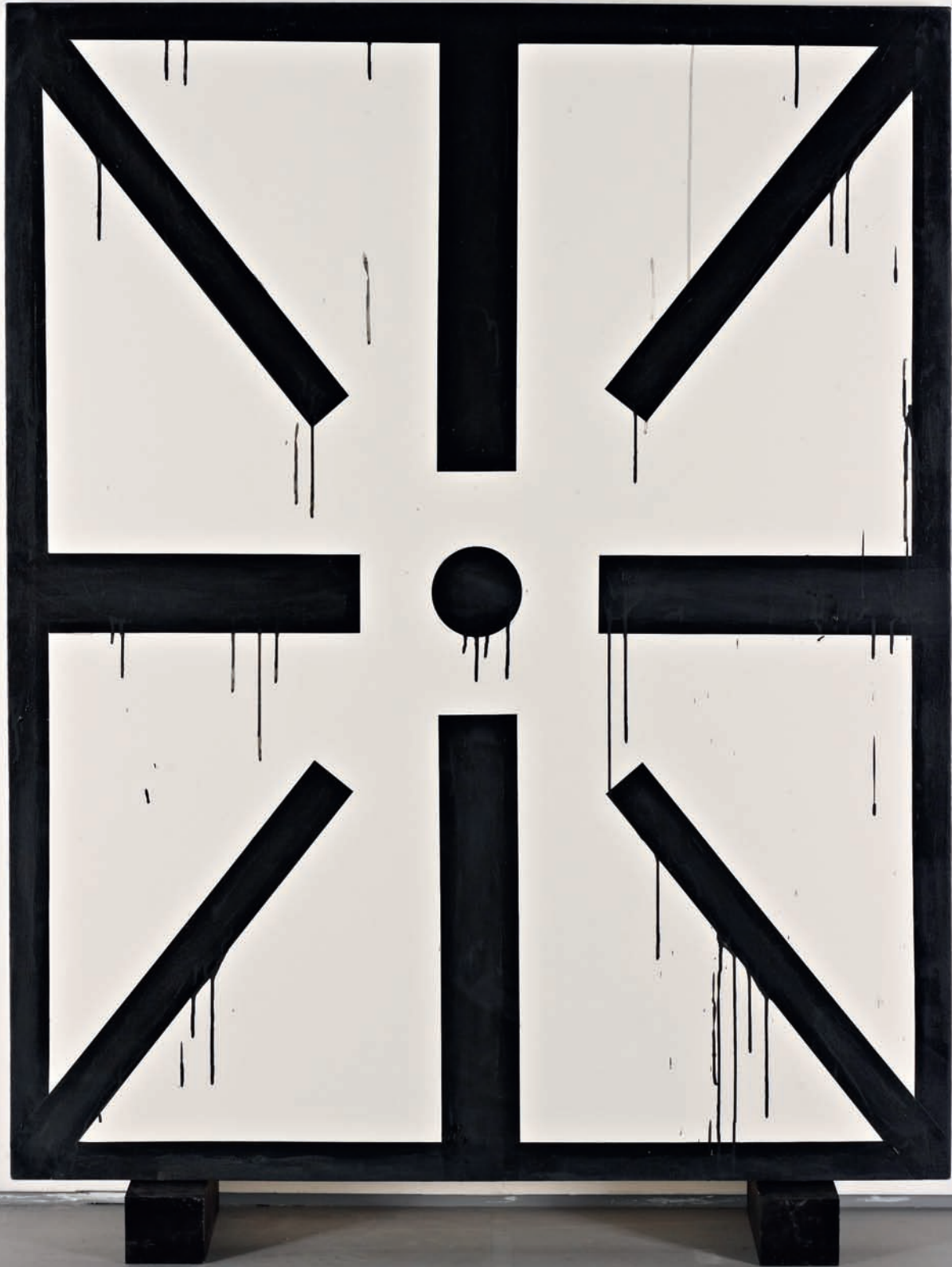
Cassette tape laid on canvas. 279 × 174 cm (109 7/8 × 68 1/2 in). Signed, titled and dated 'Gregor Hildebrandt "the same deep water as you [Cure]" 2007' on the reverse.

**Estimate** £15,000–20,000 \$23,200–30,900 €17,800–23,800 ♣

**PROVENANCE** Galerie Jan Wentrup, Berlin







204 **GARDAR EIDE EINARSSON** b. 1976

*Alone Among Friends*, 2006

Acrylic on canvas on painted wooden blocks. Overall: 162 × 122 × 26 cm (63 3/4 × 48 × 10 1/4 in); canvas: 152 × 122 cm (59 7/8 × 48 in). Signed, titled and dated 'ALONE AMONG FRIENDS Gardar Eide Einarsson 2006' on the stretcher bar.

**Estimate** £10,000–15,000 \$15,500–23,200 €11,900–17,800 ♣ †

**PROVENANCE** Team Gallery, New York



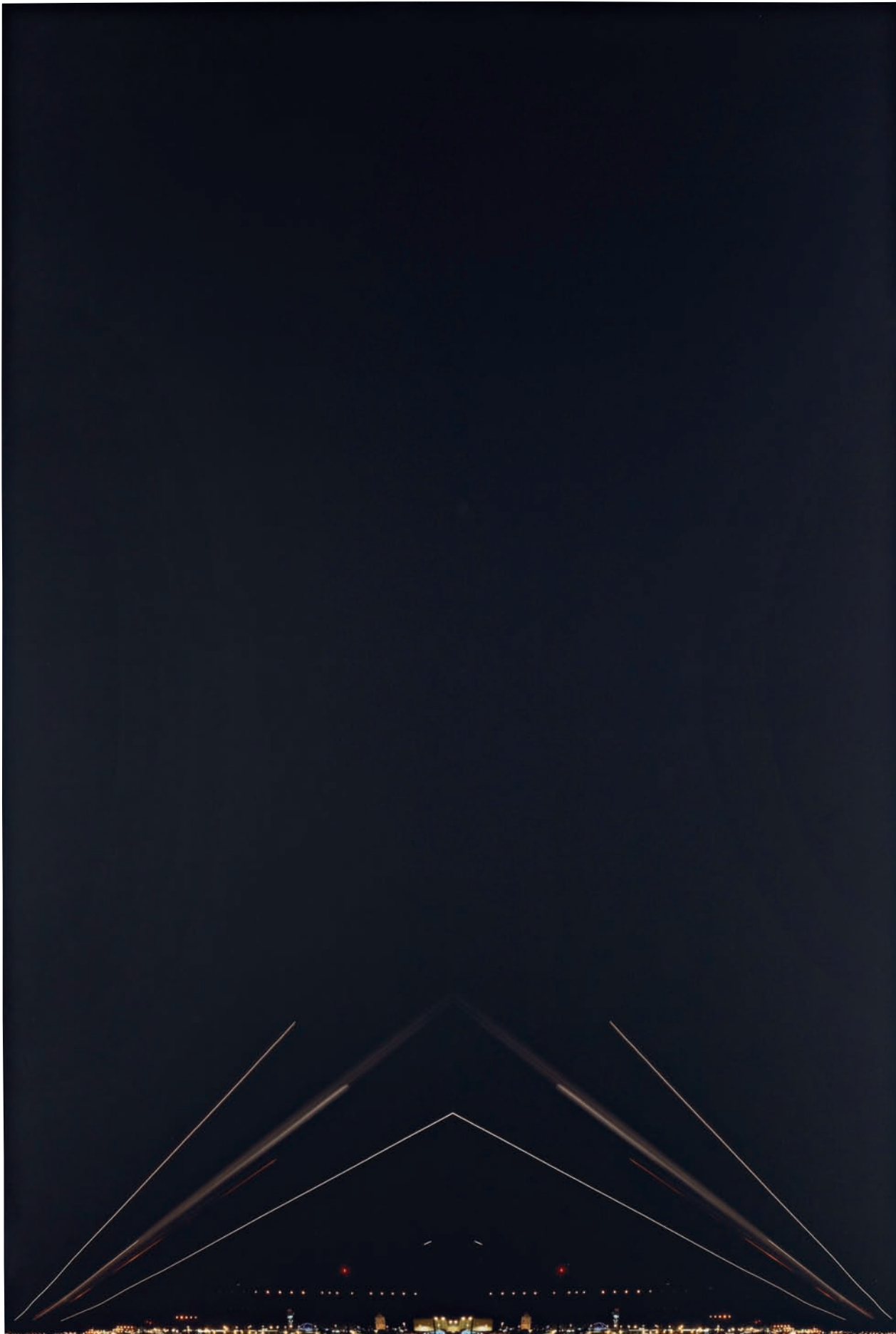
205 **KELLEY WALKER** b. 1969

*Untitled (Recycling Logos), 2006*

Mirrored steel. Diameter: 60.9 cm (23 in). This work is from an edition of 8 plus 2 artist proofs and is accompanied by a certificate of authenticity.

**Estimate** £15,000–20,000 \$23,200–30,900 €17,800–23,800

**PROVENANCE** Kunsthalle Zurich, Zurich; Private Collection, Switzerland



206 **DOUG AITKEN** b. 1968

*Collision x 2, 2000*

C-print. 186 × 125.5 cm (73 1/4 × 43 3/8 in). This work is from an edition of 6.

**Estimate** £15,000–20,000 \$23,200–30,900 €17,800–23,800

**PROVENANCE** Private Collection, UK

207 **STERLING RUBY** b. 1972

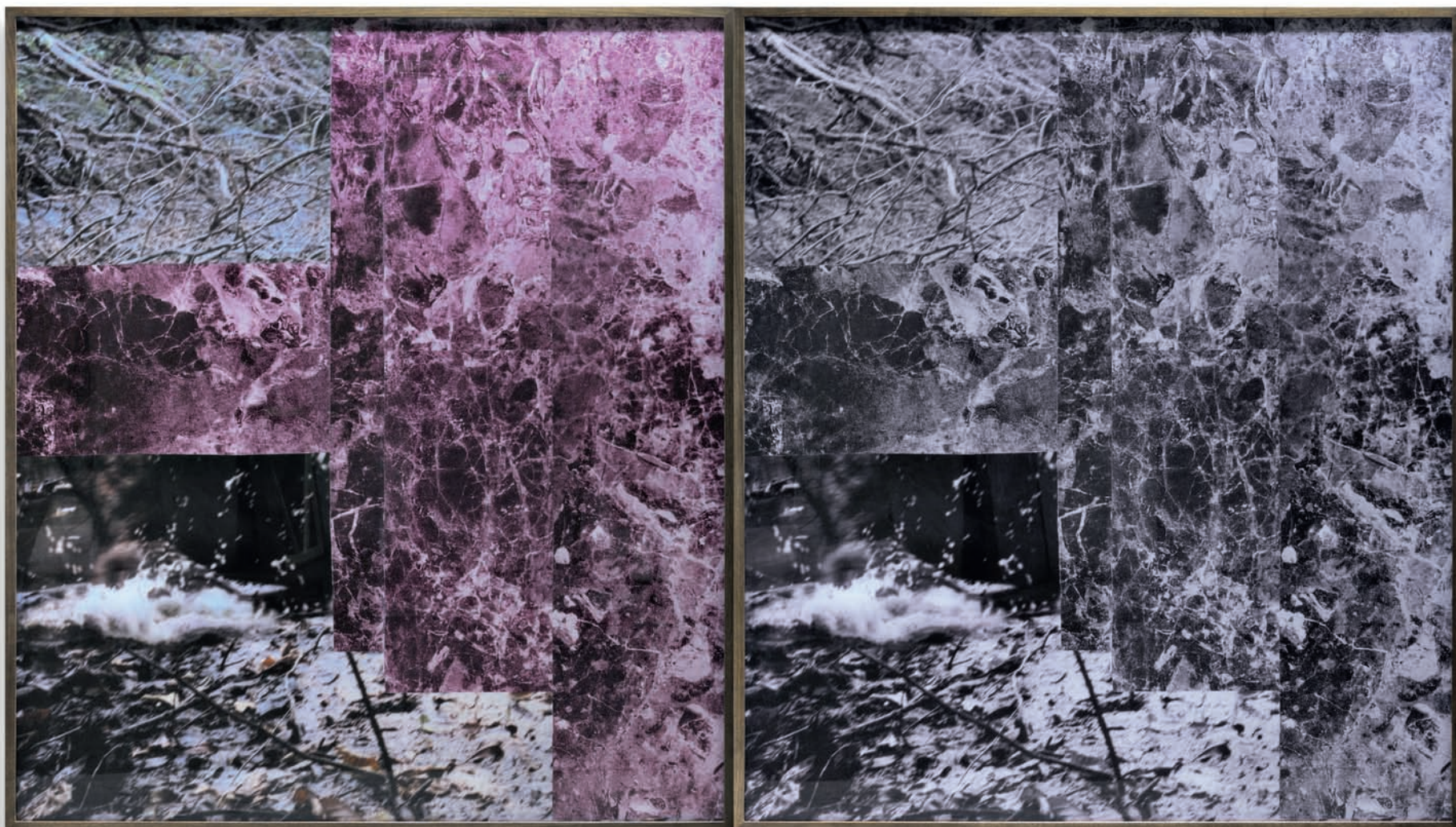
*Absolute Contempt for Total Serenity (Single – BLACK)*, 2006

Formica on wood, urethane and colour dye. Sculpture: 93.7 × 42.5 × 12.5 cm  
(36 7/8 × 16 3/4 × 4 7/8 in); plinth: 91.7 × 76 × 76 cm (36 1/8 × 29 7/8 × 29 7/8 in).  
Incised 'Mr. Smoke 14 09' on the plinth.

**Estimate** £25,000–30,000 \$38,600–46,400 €29,700–35,700 ♣

**PROVENANCE** Mark Foxx, Los Angeles; Private Collection, New York





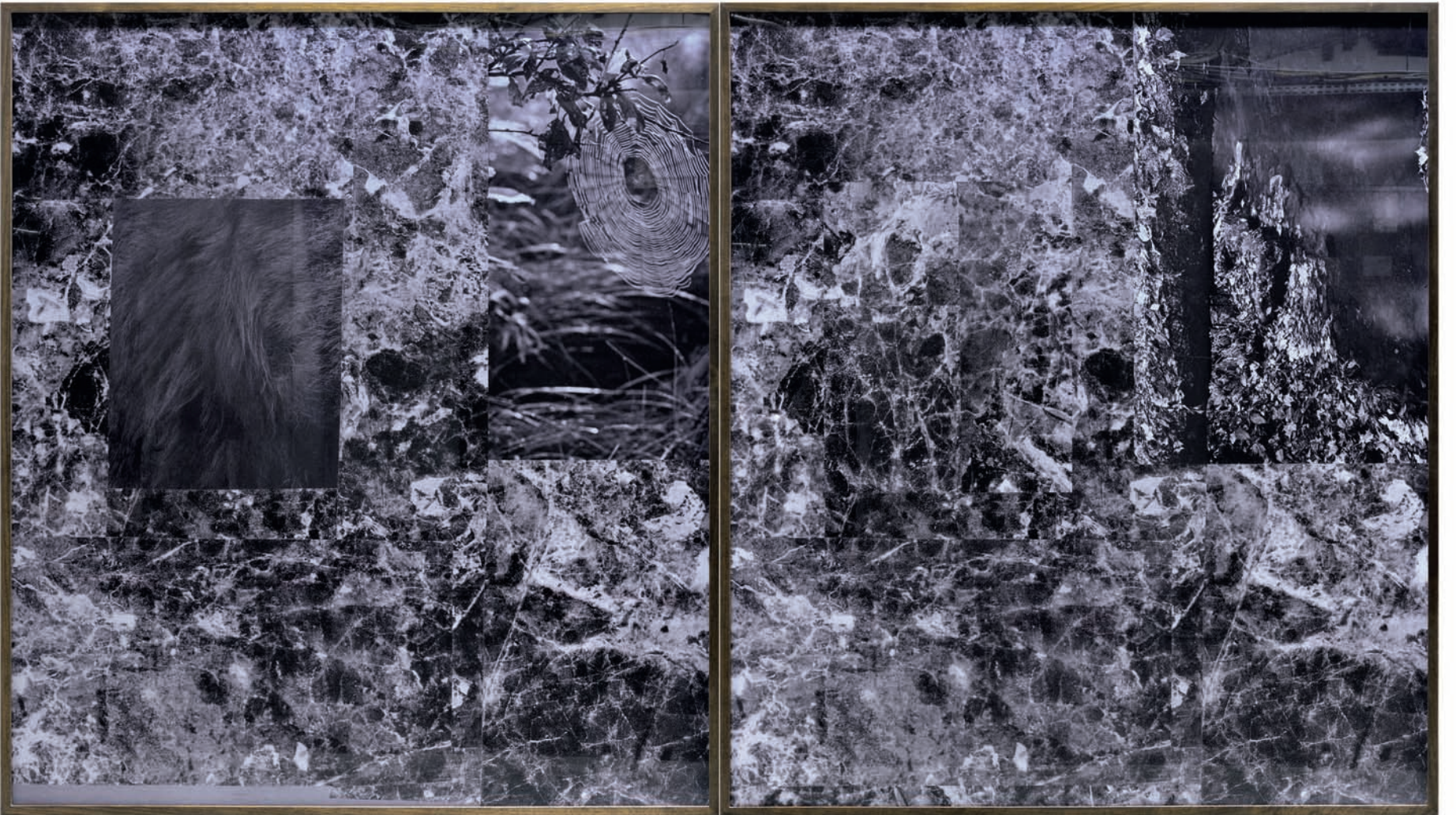
208 **STERLING RUBY** b. 1972

*Marble Overlay/Forest in Parts, 2007*

Four digitally collaged prints mounted on Plexiglas. Each: 139.8 x 122 cm (55 x 48 in). Signed and numbered on a label affixed to the reverse. This work is from an edition of 3.

**Estimate** £20,000–30,000 \$30,900–46,400 €23,800–35,700

**PROVENANCE** Metro Pictures, New York; Private Collection, France





209 **DAN WALSH** b. 1960

*Cover*, 2003

Acrylic on canvas. 139.7 × 215.9 cm (55 × 85 in). Signed and dated 'Dan Walsh 2003' on the reverse. This work is accompanied by a certificate of authenticity.

**Estimate** £12,000–18,000 \$18,500–27,800 €14,300–21,400

**PROVENANCE** Paula Cooper Gallery, New York; Paolo Curti & Annamaria Gambuzzi & Co., Milan





210 **PIOTR UKLANSKI** b. 1968

*Untitled (Idra)*, 2008

Pencil shavings and Plexiglas. 72.4 × 72.4 cm (28 1/2 × 28 1/2 in). Signed, titled and dated "'UNTITLED (IDRA)", 2008 Piotr Uklanski' on the reverse.

**Estimate** £40,000–60,000 \$61,800–92,700 €47,600–71,400 ♣

**PROVENANCE** Gagosian Gallery, New York





211 **TONY OURSLER** b. 1957  
*Multicoloured MPD (25 Heads)*, 1999  
25 fibreglass spheres, Sanyo projector,  
DVD player, 5-point surround sound,  
Yamaha AV Receiver, JBL sound system,  
DVDs, 1 master video cassette.  
Overall: 137.2 × 241.3 × 35.6 cm (54 × 95 × 14 in).  
**Estimate** £20,000–30,000 \$30,900–46,400  
€23,800–35,700 Ω

PROVENANCE Metro Pictures, New York





Video still



Video still

212 **DOUGLAS GORDON** b. 1966

*Site Specific Predictable Incident in Unfamiliar Surroundings, Nos. 1, 2, 3, 4, 5, 1995*  
Fourteen Budweiser beer cases, video player and video cassette. Installation  
dimensions variable. This work is from an edition of 5.

**Estimate** £30,000–50,000 \$46,400–77,200 €35,700–59,500 ♣

**PROVENANCE** Lisson Gallery & Patrick Painter Editions, Bloom Gallery, Amsterdam

Please note that the video projector and beer cases are not included in this lot



213 **TONY CRAGG** b. 1949

*Vivarium*, 1988

Paris Plaster. 110 × 140 × 108 cm (43 1/4 × 55 1/8 × 42 1/2 in). This work is accompanied by a photograph signed by the artist.

**Estimate** £30,000–50,000 \$46,400–77,200 €35,700–59,500 ♣

**PROVENANCE** Lisson Gallery, London

**EXHIBITED** Venice, XLIII Biennale di Venezia, The British Pavilion: *Tony Cragg*, 26 June–25 September 1988

**LITERATURE** C. Lampert and D. Dawetas, *Tony Cragg XLIII Biennale di Venezia*, London, 1988, pp. 60–61 (illustrated)

"A beautiful example of a frightening theme is the sculpture entitled *Vivarium*. One tree divided mid-way, like 'Bermuda Shorts', Cragg says, another is from rough barked pine and the third shaped like an ice-hockey stick. The clinging tyres suggest the perversion it is to manufacture substances that do not rot once they become redundant. In luminous marble plaster, the sculpture is a marvellous spectre."

C. Lampert and D. Dawetas, *Tony Cragg XLIII Biennale di Venezia*, London, 1988, pp. 39–40







214 **MARCELLO LO GIUDICE** b. 1955

*Primavera*, 2008

Hand-painted ceramic butterflies, bed springs in Plexiglas case. 200 × 40 × 20 cm (78 3/4 × 15 3/4 × 7 7/8 in). This work is accompanied by a certificate of authenticity signed by the artist.

**Estimate** £15,000–20,000 \$23,200–30,900 €17,800–23,800 ▲

**PROVENANCE** Acquired directly from the artist

**EXHIBITED** Montecarlo, Jardins Monaco, *Marcello Lo Giudice: Totem sculptures*, 23 March–29 April 2010



*Primavera* installed in Monaco, 2010



215 **ANSELM REYLE** b. 1970

*Untitled*, 2008

Foil on canvas and coloured Plexiglas box. 71.5 × 60.5 × 13.5 cm  
(28 1/8 × 23 7/8 × 5 3/8 in).

**Estimate** £25,000–35,000 \$38,600–54,100 €29,700–41,600 ♣

**PROVENANCE** Almine Rech Gallery, Brussels



216 **SLAWOMIR ELSNER** b. 1976

*Panorama, 2006*

Acrylic on canvas. 30 × 45.5 cm (11 3/4 × 17 7/8 in). Signed, titled and dated 'Slawomir Elsner Panorama 2006' on the reverse.

**Estimate** £2,000–3,000 \$3,100–4,000 €2,400–3,600 ♣

**PROVENANCE** Galerie Johnen + Schöttle, Berlin



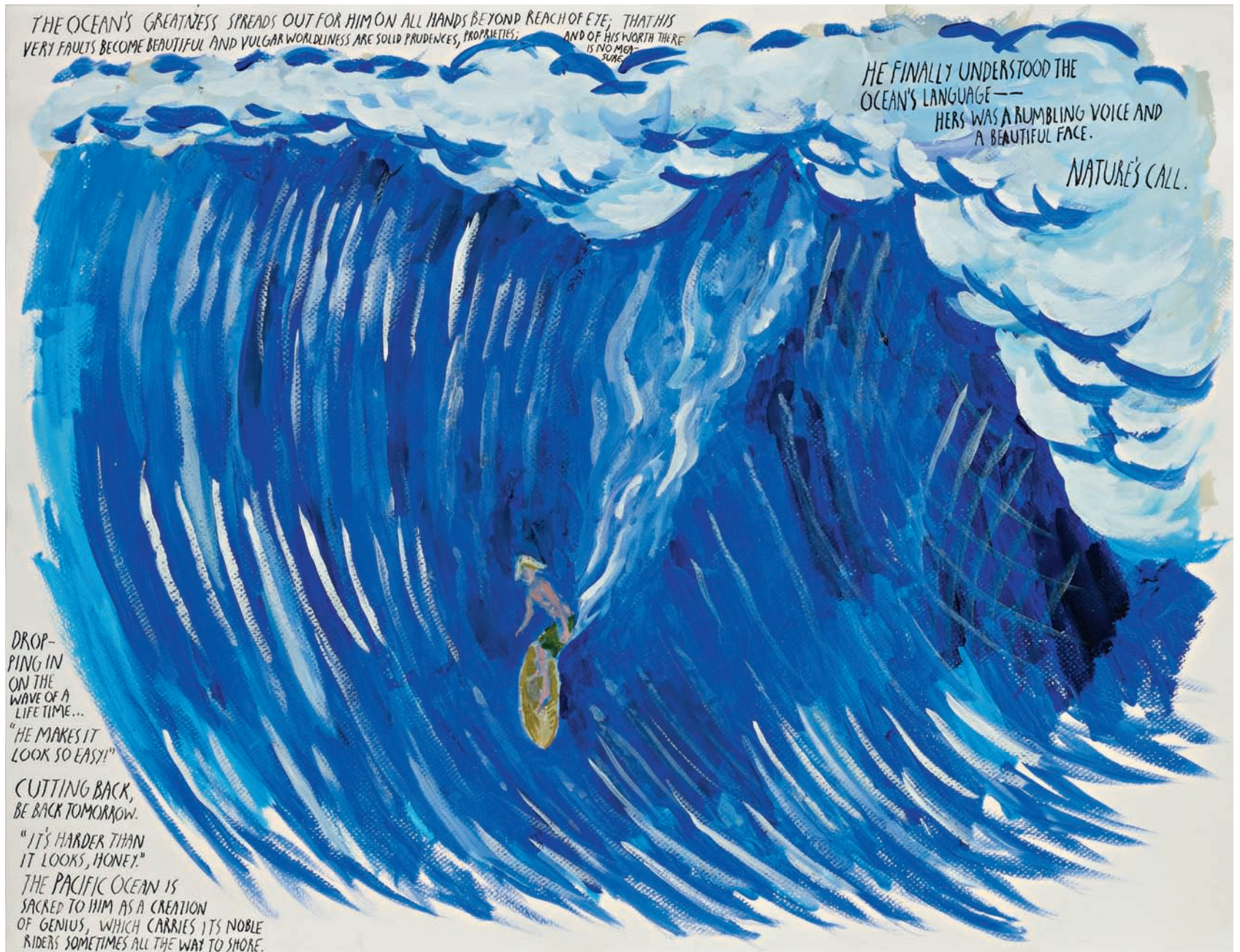
217 **JULES DE BALINCOURT** b. 1972

*Protest Island, 2006*

Oil on panel. 74.9 × 95 cm (29 1/2 × 37 3/8 in).

**Estimate** £35,000–45,000 \$54,100–69,500 €41,600–53,500 ♣

**PROVENANCE** Arndt & Partner, Berlin



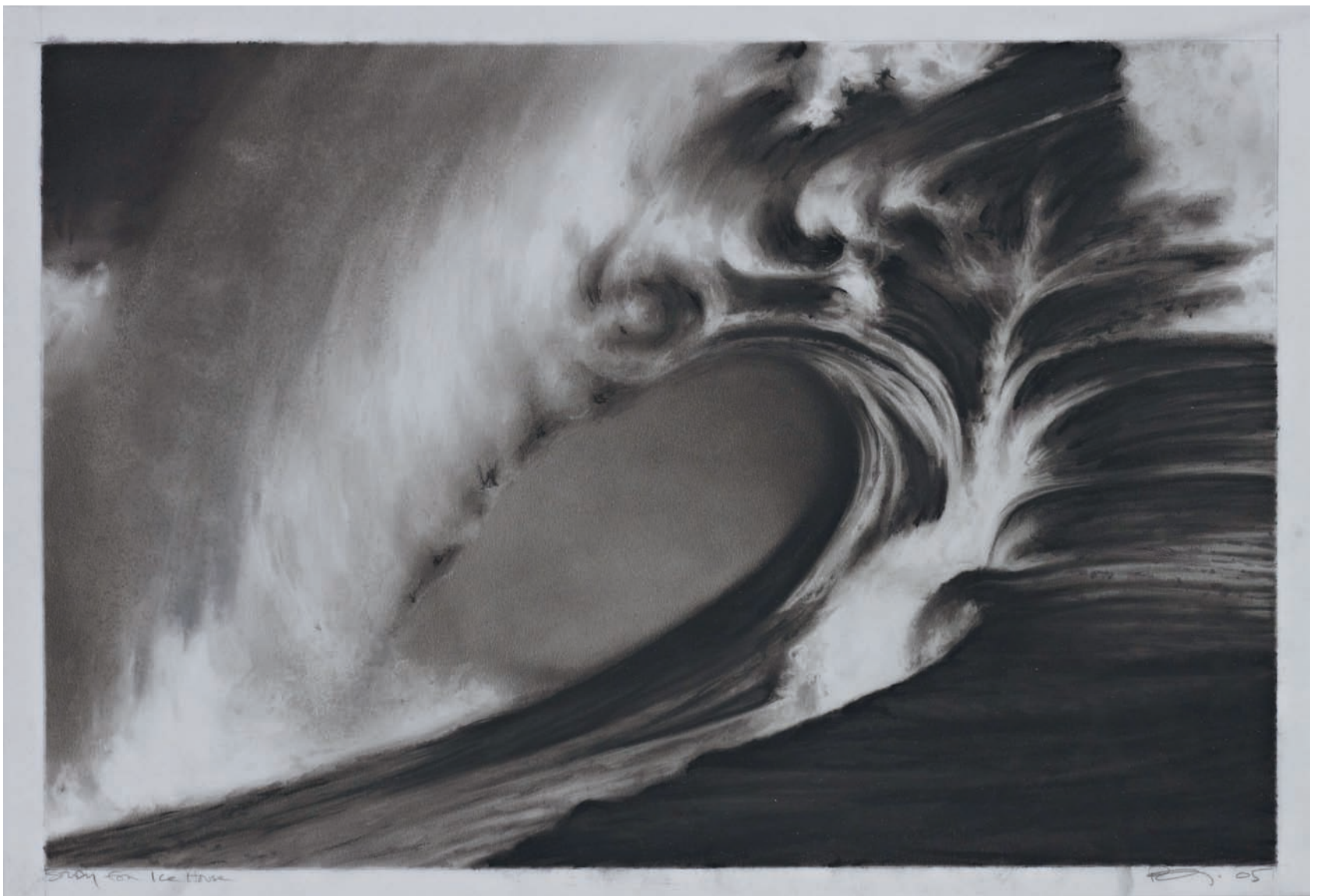
218 **RAYMOND PETTIBON** b. 1957

*Untitled (The Ocean's Greatness)*, 2001

Ink, acrylic and watercolour on paper. 49.5 × 64.2 cm (19 1/2 × 25 1/4 in). Signed and dated 'Raymond Pettibon 2001' on the reverse.

**Estimate** £40,000–60,000 \$61,800–92,700 €47,600–71,400 ‡

**PROVENANCE** Private Collection, Europe



219 **ROBERT LONGO** b. 1958

*Study for Ice house*, 2005

Charcoal on paper. 38 × 55 cm (15 × 21 3/4 in). Signed, titled and dated  
'R. Longo '05 Study for Ice House' lower margin.

**Estimate** £18,000–25,000 \$27,800–38,600 €21,400–29,700 †

**PROVENANCE** Private Collection, New York



220 **SAM FRANCIS** 1923–1994

*Untitled*, 1968–70

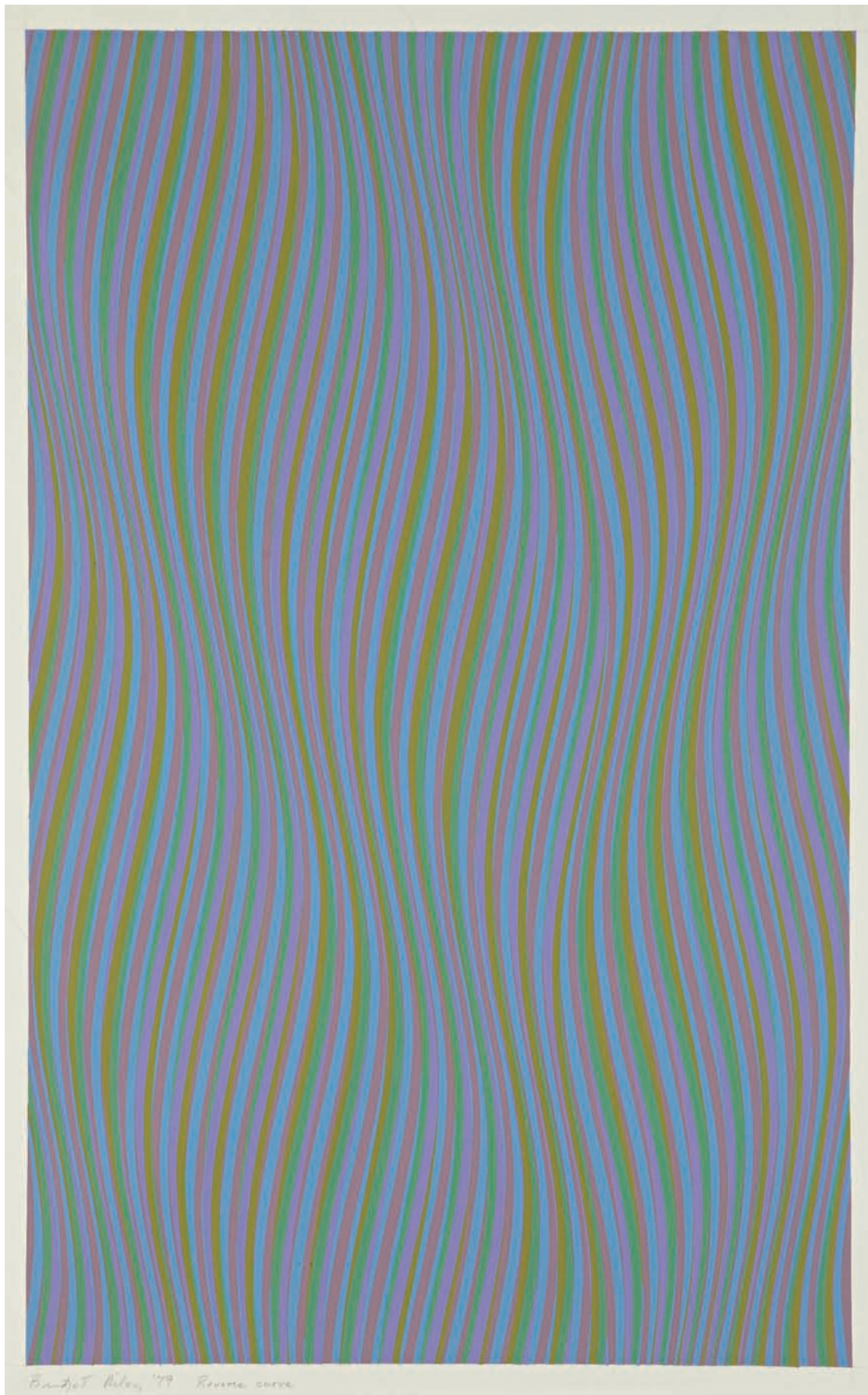
Gouache on paper. 104.5 × 70 cm (41 × 27 1/4 in). Signed and dated 'Sam Francis 1970' on the reverse.

**Estimate** £25,000–30,000 \$38,600–46,400 €29,700–35,700

**PROVENANCE** Galerie Proarta, Zurich

**EXHIBITED** Zurich, Galerie Proarta, *Sam Francis*, 6 May–10 July 2010





221 **BRIDGET RILEY** b. 1931

*Reverse Curve*, 1979

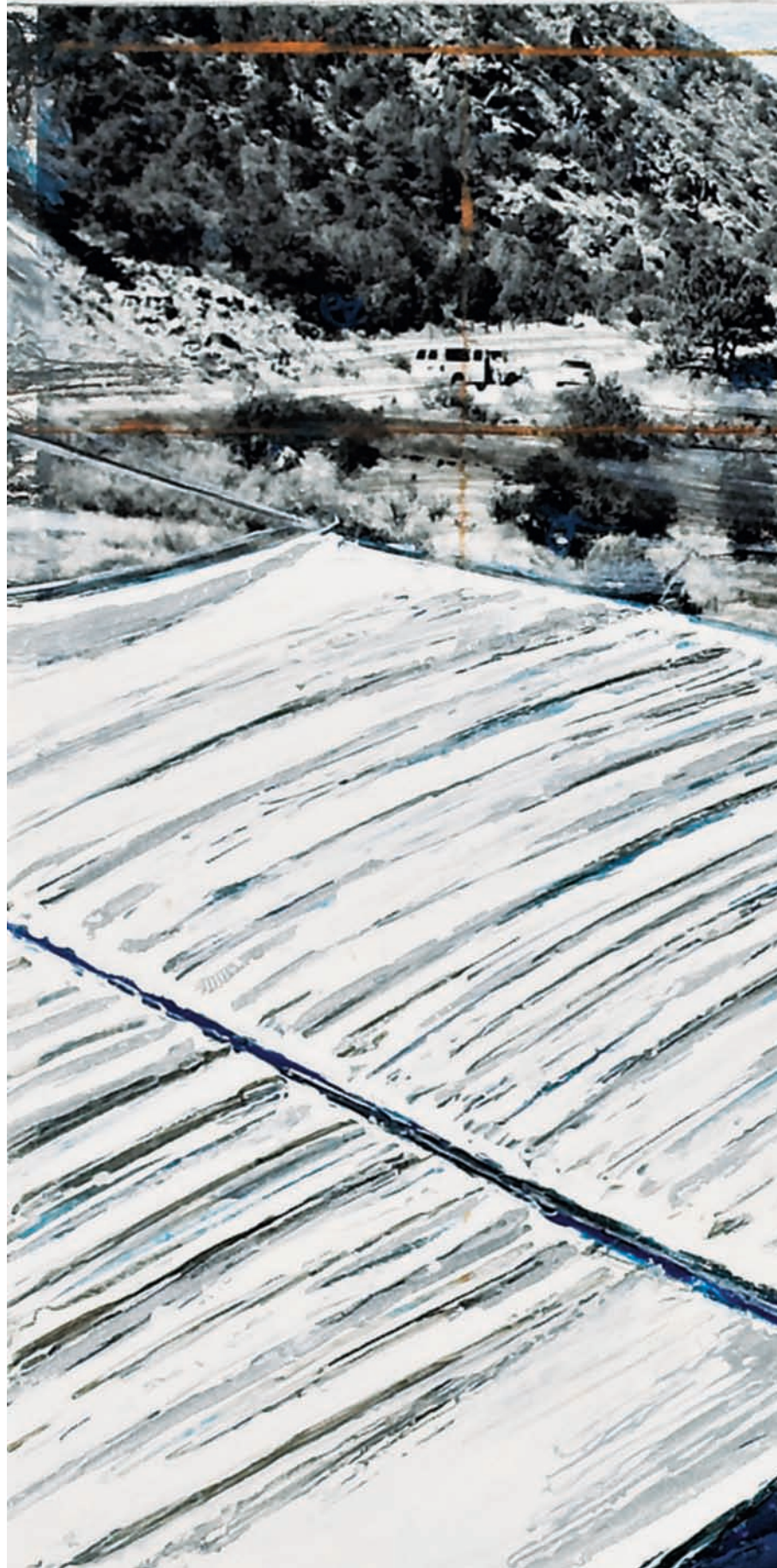
Gouache and graphite on paper. 96.8 × 61.6 cm (38 1/8 × 24 1/4 in). Signed, titled and dated "Bridget Riley '79 Reverse Curve" lower left.

**Estimate** £45,000–55,000 \$69,500–84,700 €53,500–65,400 ♣ ‡

**PROVENANCE** Galerie Beyeler, Basel; Private Collection, New York

**EXHIBITED** Basel, Galerie Beyeler, *Bridget Riley*, May–August 2003

Over the River / project for A  
uspended fabric panels (polypropy



222 **CHRISTO** b. 1935

*Over the River (Project for Arkansas River, State of Colorado, Fremont and Chaffee Counties)*, 2006

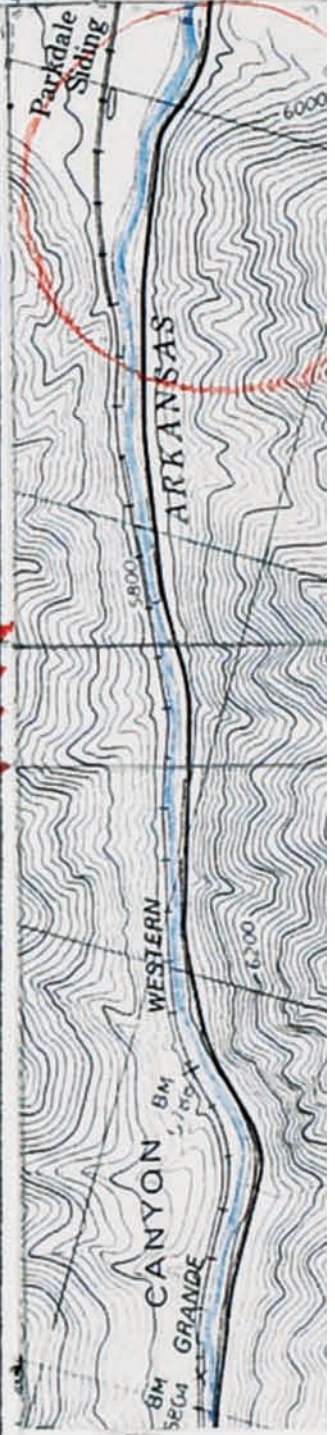
Pencil, charcoal, wax crayon, pastel, enamel paint, photograph with topographic elevations and steel cable fabric sample. 22.2 x 27.9 cm (8 3/4 x 11 in). Signed and dated 'Christo 2006' upper right and again on the reverse.

**Estimate** £18,000–22,000 \$27,800–34,000 €21,400–26,200 ♣

**PROVENANCE** Guy Pieters Galerie, Knokke (Belgium); Private Collection, France

Arkansas River, State of Colorado, Fremont and Chaffee Counties

(cable) width from 45' - 120' width 35' of fine steel cable dia 9/16  
height above (water) river level 8' 25" (1910)





223 **MATTHIAS WEISCHER** b. 1973

*Kleiner Vorhang*, 2004

Oil on canvas. 60.2 × 90.4 cm (23 3/4 × 35 1/2 in). Signed and dated 'M. Weischer 2004' on the reverse.

**Estimate** £60,000–80,000 \$92,700–124,000 €71,400–95,000 ♣

**PROVENANCE** Liga Galerie, Berlin; Private Collection, Berlin; Private Collection, Europe

**EXHIBITED** Bremen, Künstlerhaus, *Matthias Weischer: Simultan*, 11 September–17 October 2004

**LITERATURE** S.Pfeffer, *Matthias Weischer: Simultan*, Ostfildern-Ruit, 2004, n.p. (illustrated); *Matthias Weischer*, exh. cat., Museum zu Allerheiligen, Schaffhausen, 2007, p. 141 (illustrated)





224 **DANIEL RICHTER** b. 1962

Seven works: *Untitled*, 2002–06

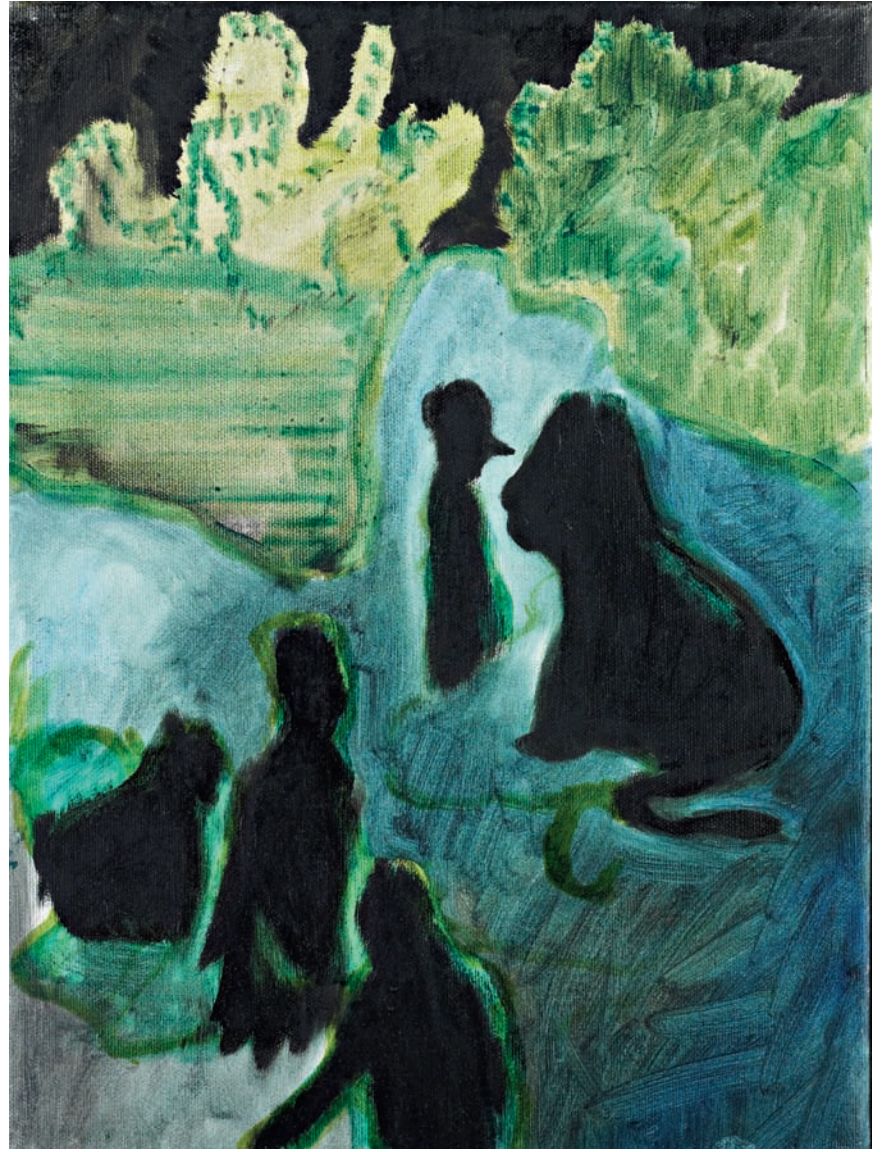
Oil on canvas. Four works: 30 × 40 cm (11 7/8 × 15 3/4 in); three works: 40 × 50 cm (15 3/4 × 19 3/4 in) or the reverse. Five of the works dated '11/05, 10/05, 2/04, 11/02, 4/06' on the reverse.

**Estimate** £100,000–150,000 \$155,000–232,000 €119,000–178,000 ♣

**PROVENANCE** Contemporary Fine Arts, Berlin; Private Collection, Germany

"... I didn't want to paint fresh or solid bodies... The figures in my paintings arise from a disembodied view and from my interest in infrared heat, CCTV, night vision devices, paranoid visions that you have when you're on drugs or alcohol. I am interested in the nocturnal light, when you are out and about in the dark and see far-away neon lights, petrol pumps, people standing around; that type of dissolution into something that is non-spatial. This is where my figures come from..."

(Daniel Richter, in conversation with Mela Maresch and Andreas Hoffer in June 2009, published in *Daniel Richter*, exh. cat., Essl Museum – Contemporary Art, Vienna, 2009, p. 14)



225 **GEORGES MATHIEU** b. 1921

*Petit Homage à Etienne 1er, 1972*

Oil on canvas. 72 × 93 cm (28 3/8 × 36 5/8 in). Signed and dated 'Mathieu 72'  
lower right.

**Estimate** £40,000–60,000 \$61,800–92,700 €47,600–71,400 ♣

**PROVENANCE** Private Collection, Genoa







Kathleen  
72

226 **YINKA SHONIBARE MBE** b. 1962

*Toy Painting 12*, 2005

Emulsion, acrylic, textile, wire and plastic toys mounted on board.

85 × 65 × 6 cm (33 1/2 × 25 1/2 × 2 3/8 in).

**Estimate** £15,000–20,000 \$23,200–30,900 €17,800–23,800 ♣

**PROVENANCE** Stephen Friedman Gallery, London





227 **ROSSON CROW** b. 1982

*Untitled, 2004*

Triptych: oil enamel and spray paint on canvas. Each: 243 × 114 cm  
(95 1/2 × 44 7/8 in); overall: 243 × 342 cm (95 1/2 × 134 5/8 in).

**Estimate** £25,000–35,000 \$38,600–54,100 €29,700–41,600

**PROVENANCE** Canada Gallery, New York; Serge Ziegler Galerie, Zurich



228 **ROSSON CROW** b. 1982

*For a Dark Hour or Twain*, 2004

Oil enamel and spray paint on canvas. 122 × 151.5 cm (48 × 59 5/8 in).

Signed, titled and dated 'FOR A DARK HOUR OR TWAIN 2004 Rosson Crow'  
on the reverse.

**Estimate** £20,000–30,000 \$30,900–46,400 €23,800–35,700

**PROVENANCE** Canada Gallery, New York; Private Collection, New York

**EXHIBITED** New York, Canada Gallery, *Rosson Crow, Estate Between*,  
18 September–17 October 2004



229 **JIM DINE** b. 1935

*The Primary Hand, 2007*

Oil, acrylic, sand and charcoal on wood. 153 × 153 cm (60 1/4 × 60 1/4 in). Signed, titled and dated 'The Primary Hand Jim Dine 2007' on the reverse.

**Estimate** £120,000–180,000 \$185,000–278,000 €143,000–214,000 ₺

**PROVENANCE** Acquired directly from the artist; Private Collection, New York





230 **DAMIEN HIRST** b. 1965

*In a spin, the action of the world on things*, 2002

Household gloss paint on canvas laid on fibreboard with screenprinted text.

117.5 × 95.5 cm (46 1/4 × 37 3/4 in).

**Estimate** £40,000–60,000 \$61,800–92,700 €47,600–71,400 ♣ ‡

**PROVENANCE** Private Collection, Australia



In a spin, the motion

of the world on things



231 **DAMIEN HIRST** b. 1965

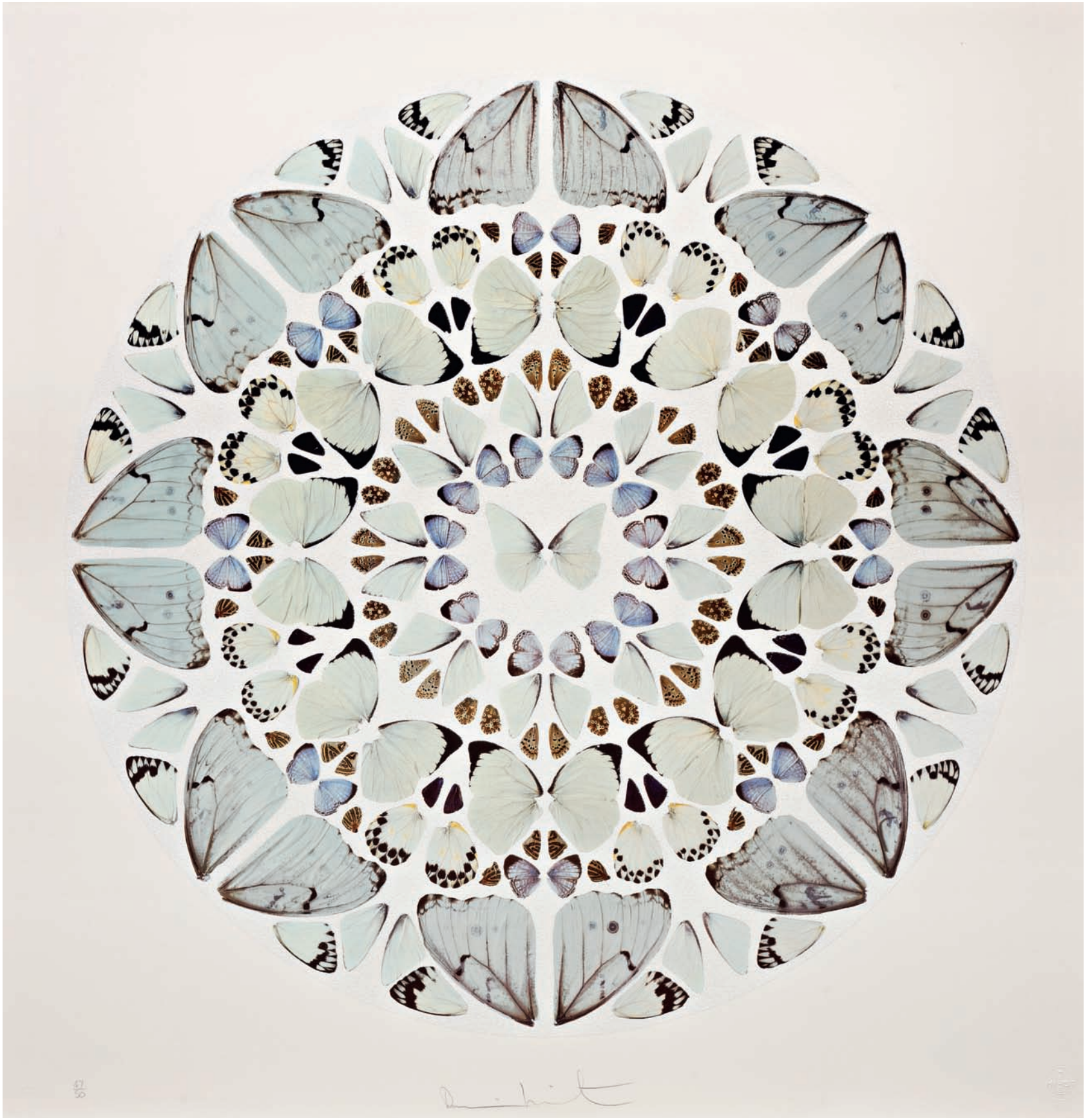
Four works: (i) *Soul I*; (ii) *Soul II*; (iii) *Soul III*; (iv) *Soul IV*, 2010

Foil block prints on paper. 71 × 49.5 cm (28 × 19 1/2 in). Each signed 'Damien Hirst' and identically numbered of 15 in the lower margin. Each work is from an edition of 15.

**Estimate** £12,000–18,000 \$18,500–27,800 €14,300–21,400 ♣ †

**PROVENANCE** Paul Stolper Gallery, London





232 **DAMIEN HIRST** b. 1965

*Exaudi, Domine*, 2009

Screenprint with diamond dust. 109 × 107 cm (42 7/8 × 42 1/8 in). Signed 'Damien Hirst' and numbered of 50 in lower margin. This work is from an edition of 50.

**Estimate** £6,000–8,000 \$9,300–12,400 €7,100–9,500 ▲

**PROVENANCE** Private Collection, Milan



233 **DAMIEN HIRST** b. 1965

*Minaret (Sanctum)*, 2009

Colour photogravure etching on Velin Arches paper. 118.5 × 115.5 cm (46 5/8 × 45 1/2 in).

Signed 'Damien Hirst' in the lower right margin. This print is from an edition of 59.

**Estimate** £8,000–12,000 \$12,400–18,500 €9,500–14,300 ♣ †

**PROVENANCE** Private Collection, Dusseldorf



Hand-coloured etching

234 **DAMIEN HIRST** b. 1965

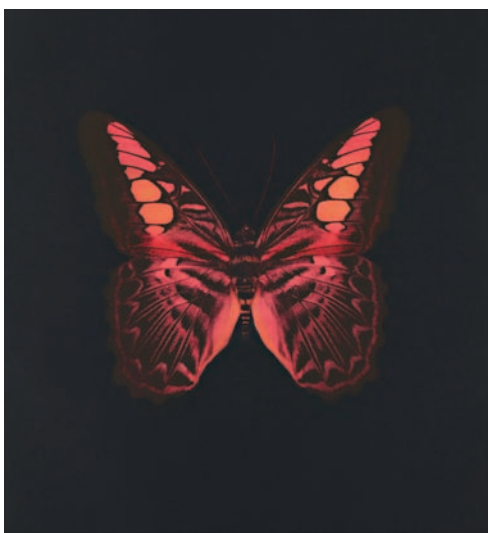
*Memento Portfolio*, 2008

Thirteen photogravure etchings: 6 etchings of butterflies, 6 etchings of skulls and 1 diamond skull etching with hand-colouring in gouche printed on 400gsm Velin Arches paper contained in the artist's box. Each sheet: 120 × 108 cm (47 1/4 × 42 1/2 in); box: 126 × 112 × 4 cm (49 1/2 × 44 1/8 × 1 1/2 in). Each signed 'Damien Hirst' and numbered in Roman numerals out of 30 in the margin. This set of 13 prints is from an overall edition of 30 and published by Paragon Press, London. This set is accompanied by a colophon and a box with a design by the artist.

**Estimate** £80,000–120,000 \$124,000–185,000 €95,000–143,000 ♣ †

**PROVENANCE** Private Collection, London





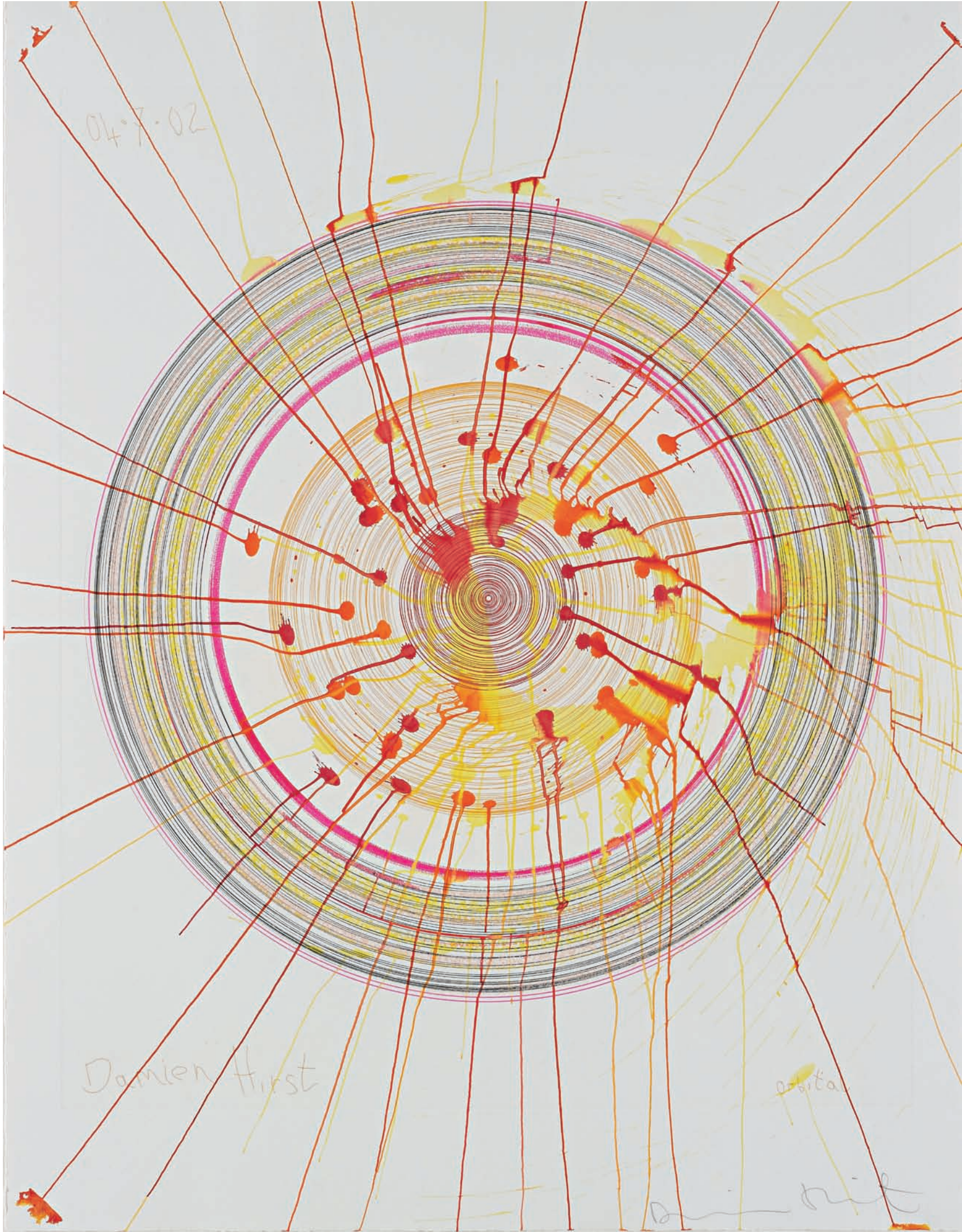
235 **DAMIEN HIRST** b. 1965

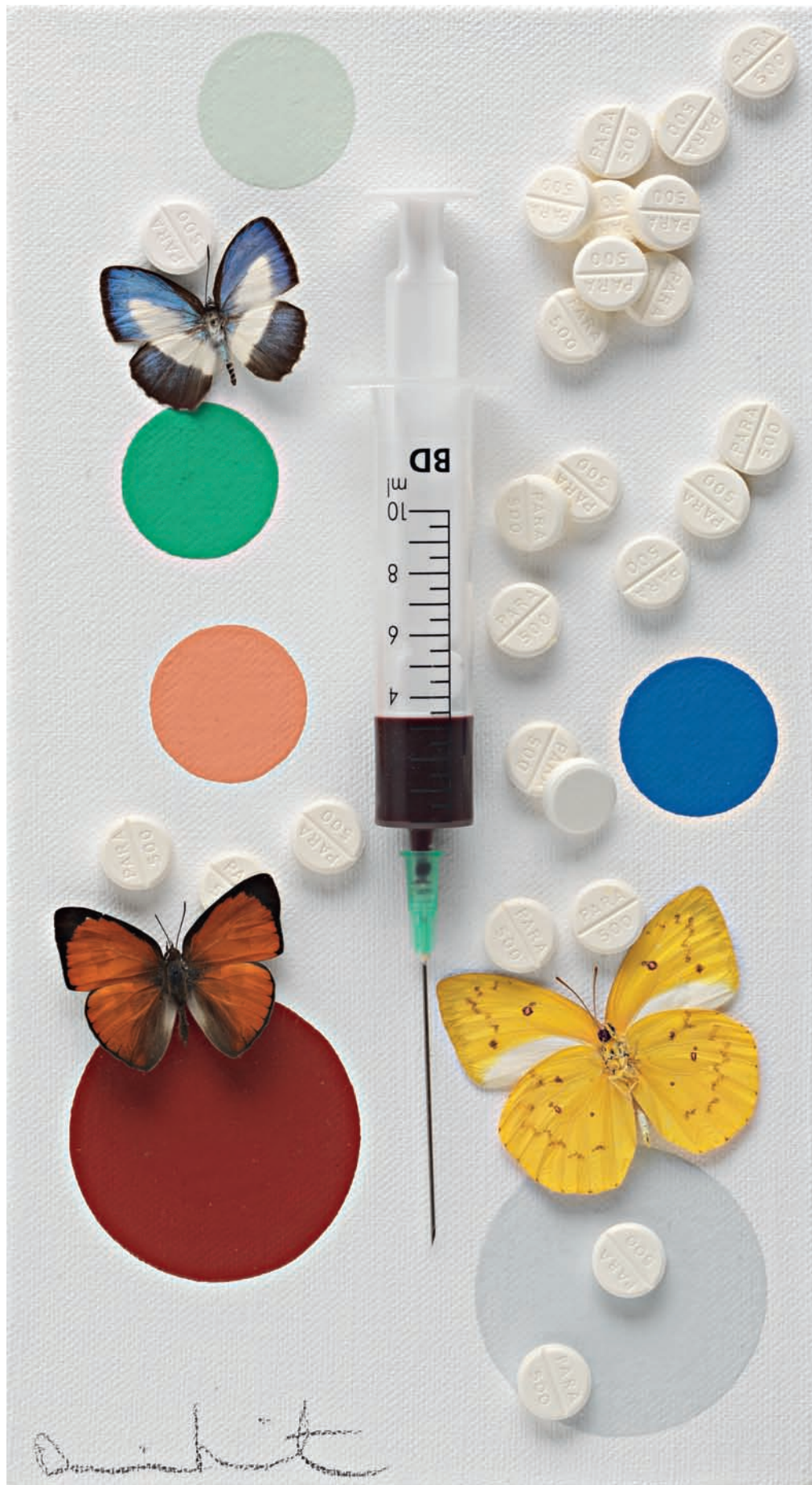
*Orbital*, 2002

Pastel and watercolour on etched ground. 91 × 71 cm (35 3/4 × 28 in). Signed 'Damien Hirst' lower right. This work is registered in the Damien Hirst Archive under number DHS6918.

**Estimate** £18,000–25,000 \$27,800–38,600 €21,400–29,700 ♣ †

**PROVENANCE** Private Collection, London





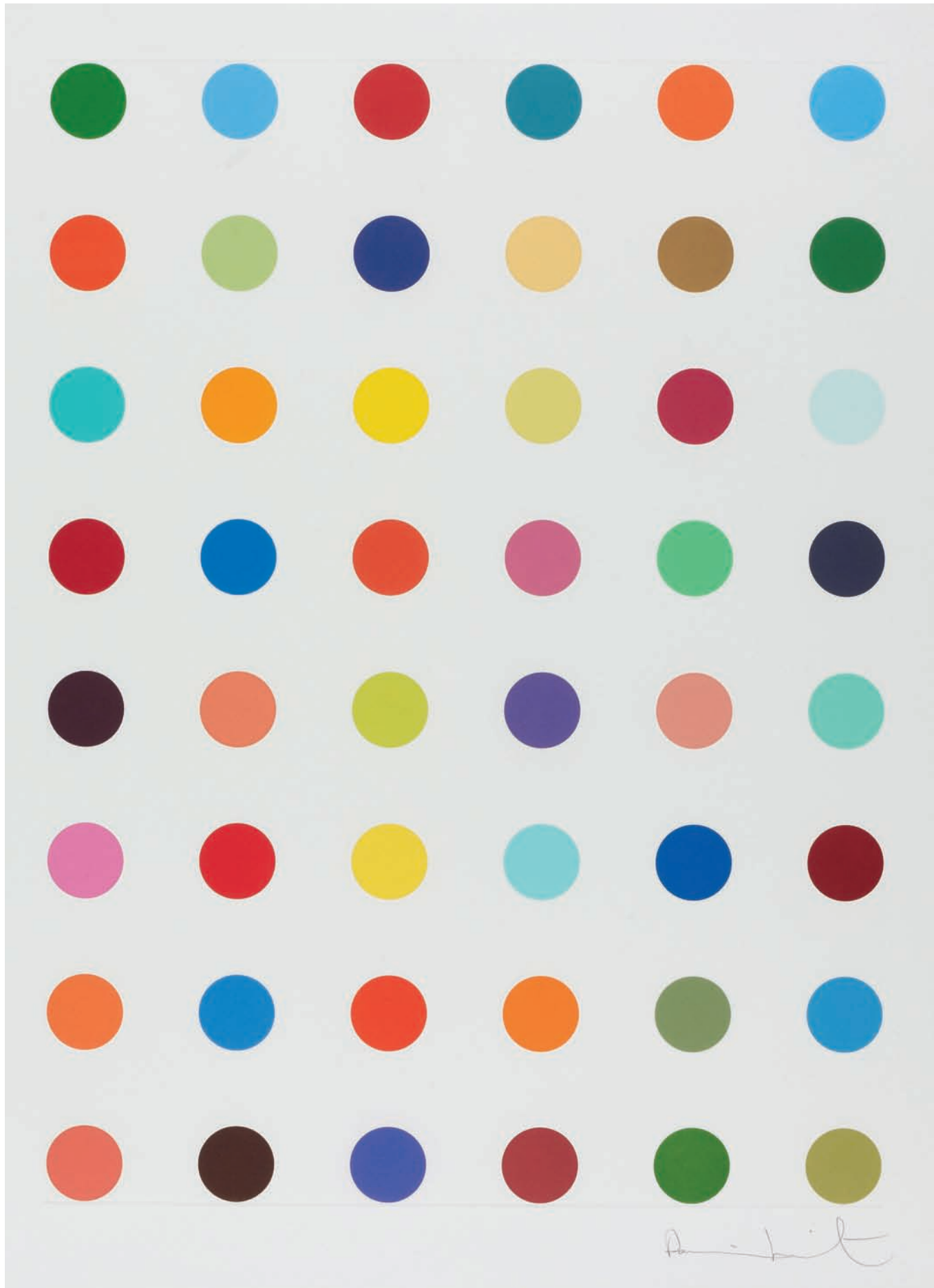
236 **DAMIEN HIRST** b. 1965

*Fun*, 2008

Collage of syringe, butterflies, pills, resin and household gloss paint on canvas. 27.2 × 15.4 cm (10 3/4 × 6 in). Signed 'Damien Hirst' lower left. This work is unique from a varied series of 75.

**Estimate** £10,000–15,000 \$15,500–23,200 €11,900–17,800 ♣

**PROVENANCE** Private Collection, London



237 **DAMIEN HIRST** b. 1965

*Unique Spot Print,*

Unique two-inch spot etching with 48 different coloured spots on 350gsm Hahnemühle paper. 85 × 62.5 cm (33 1/2 × 24 5/8 in). Signed 'Damien Hirst' lower right margin. This work is unique and registered in the Damien Hirst Archive under number UP11133.

**Estimate** £8,000–12,000 \$12,400–18,500 €9,500–14,300 ♣

**PROVENANCE** Private Collection, UK



238 **GARY HUME** b. 1962

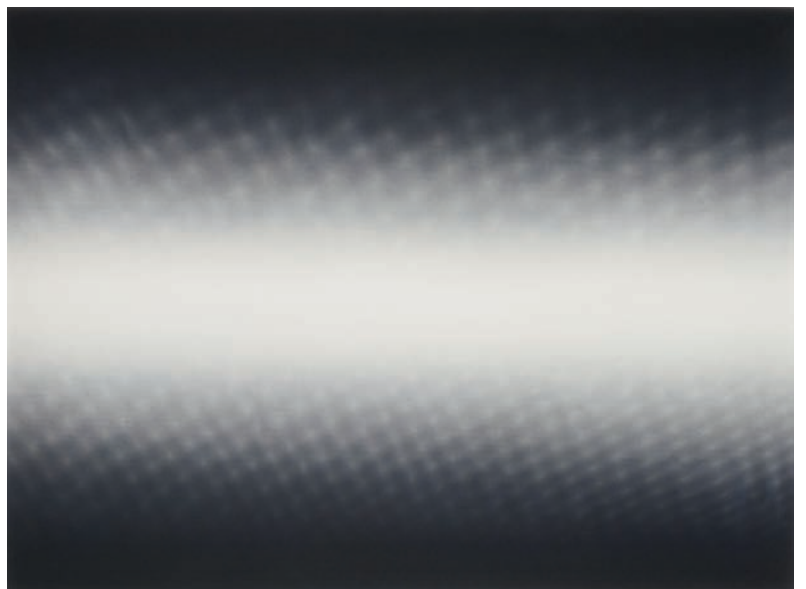
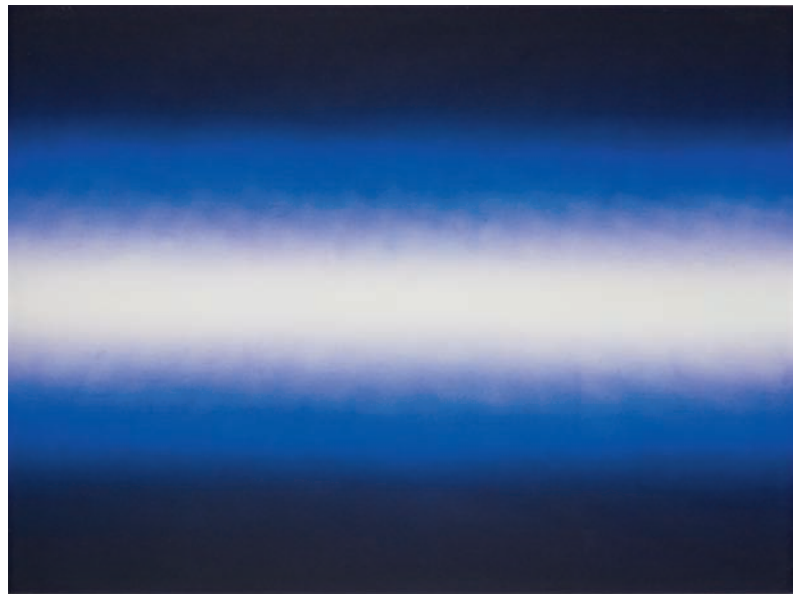
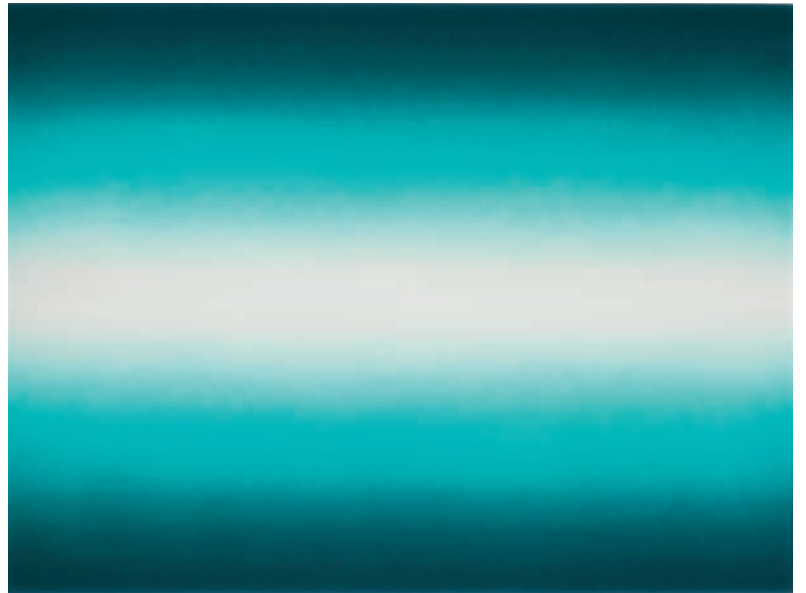
*Sister Troop*, 2009

Portfolio of 10 collaged colour screenprints on brushed aluminium card in wooden box. Prints: each 82 × 65 cm (32 1/4 × 25 1/2 in); box: 85 × 73 × 5 cm (33 1/2 × 28 3/4 × 2 in). Signed and dated 'hume 09' in the lower margin and numbered of 60 on the reverse. This work is from an edition of 60.

**Estimate** £8,000–12,000 \$12,400–18,500 €9,500–14,300 ♣ †

**PROVENANCE** Paragon Press, London





239 **ANISH KAPOOR** b. 1954

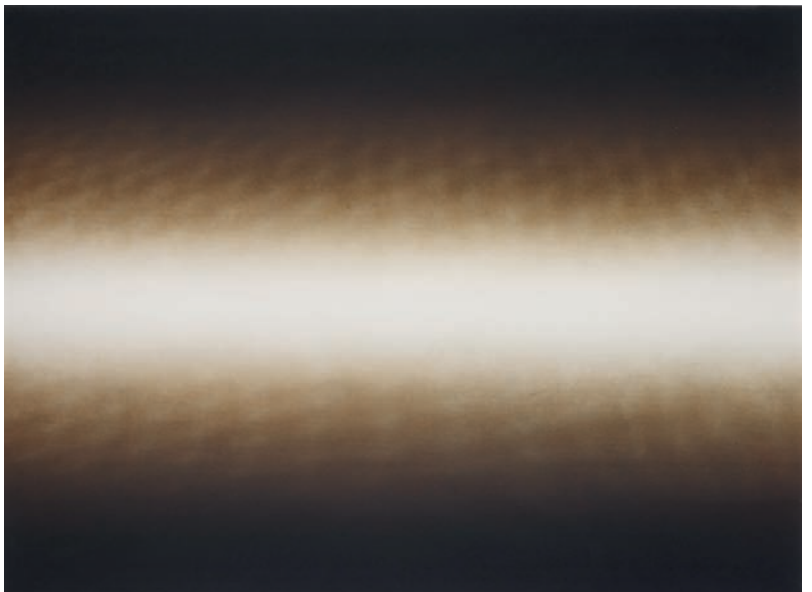
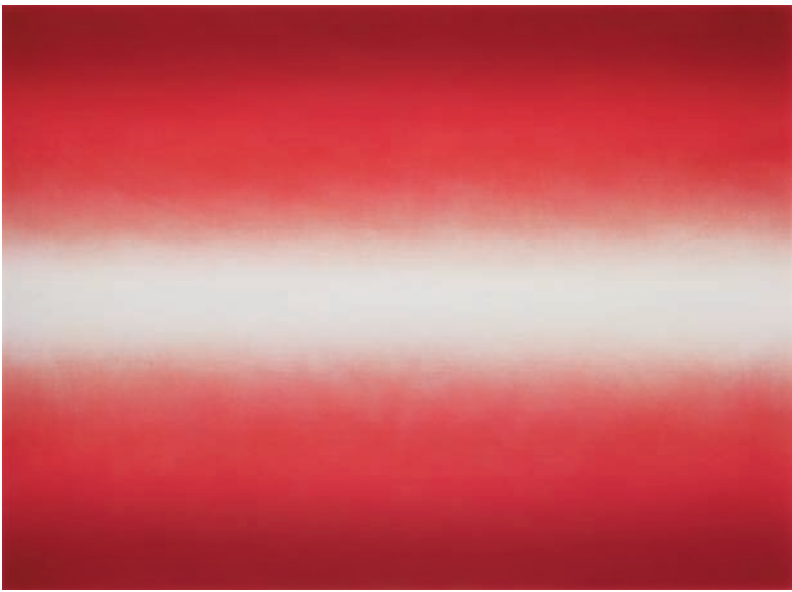
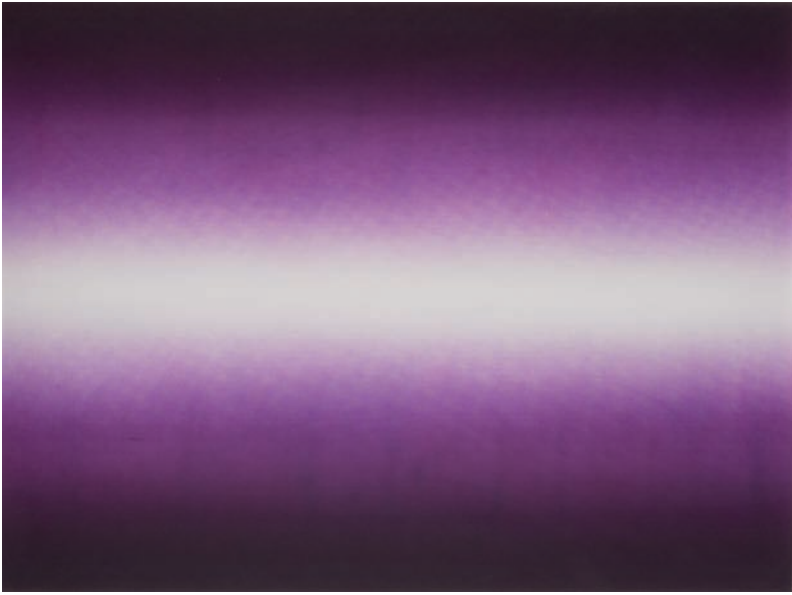
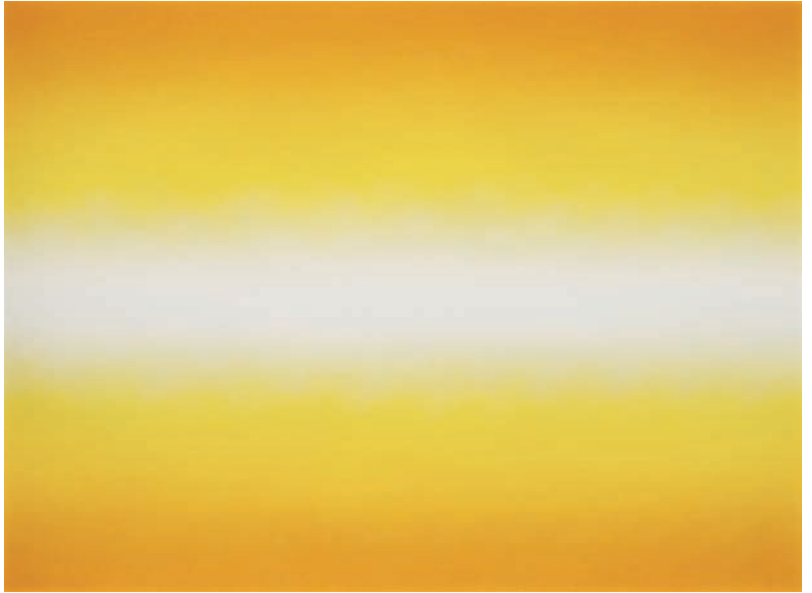
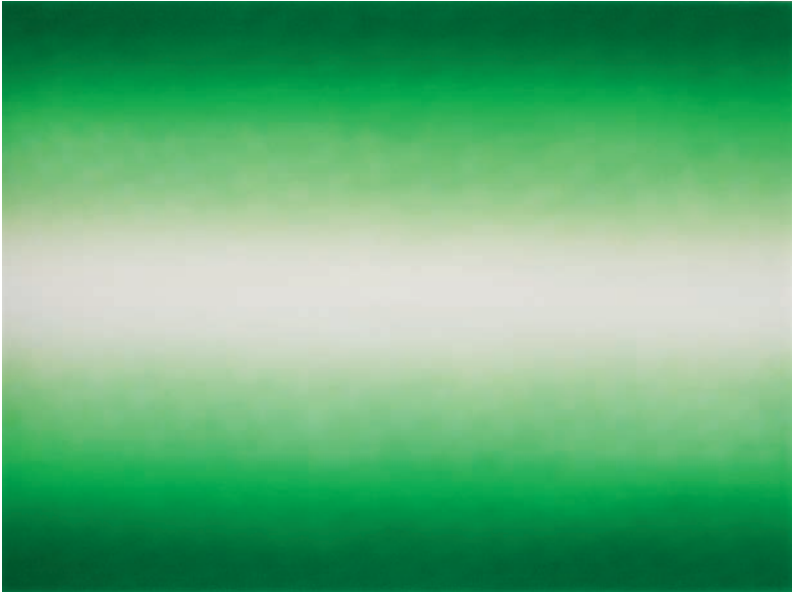
*Shadow III portfolio, 2007*

A portfolio of nine colour etchings on Somerset Textured Soft White paper. Each: 72.5 × 96.5 cm (28 1/2 × 40 in). Each signed 'Anish Kapoor' and numbered of 39 on the reverse. This work is from an edition of 39 plus six artist's proofs and one printer's proof.

**Estimate** £22,000–28,000 \$34,000–43,300 €26,200–33,300 ♣ †

**PROVENANCE** Private Collection, London







240 **TRACEY EMIN** b. 1963

*Sleeping with You*, 2007

Light pink neon. 40.6 × 149.9 × 5.1 cm (16 × 59 × 2 in). This work is from an edition of 3 plus 2 artist's proofs and is accompanied by a certificate of authenticity.

**Estimate** £45,000–55,000 \$69,500–84,700 €53,500–65,400 ♣ Ω

PROVENANCE Lehmann Maupin, New York

water for you



241



242

241 **ROBERT INDIANA** b. 1928

*Classic Love*, c. 1995

Skein dyed, hand-carved and hand-tufted archival New Zealand wool on stretched canvas with natural latex backing. 175 × 175 cm (69 × 69 in). Signed 'Robert Indiana' and numbered of 150 on label attached to the reverse. This work is from an edition of 150.

**Estimate** £3,000–4,000 \$4,600–6,200 €3,600–4,800 †

**PROVENANCE** Private Collection, Dusseldorf

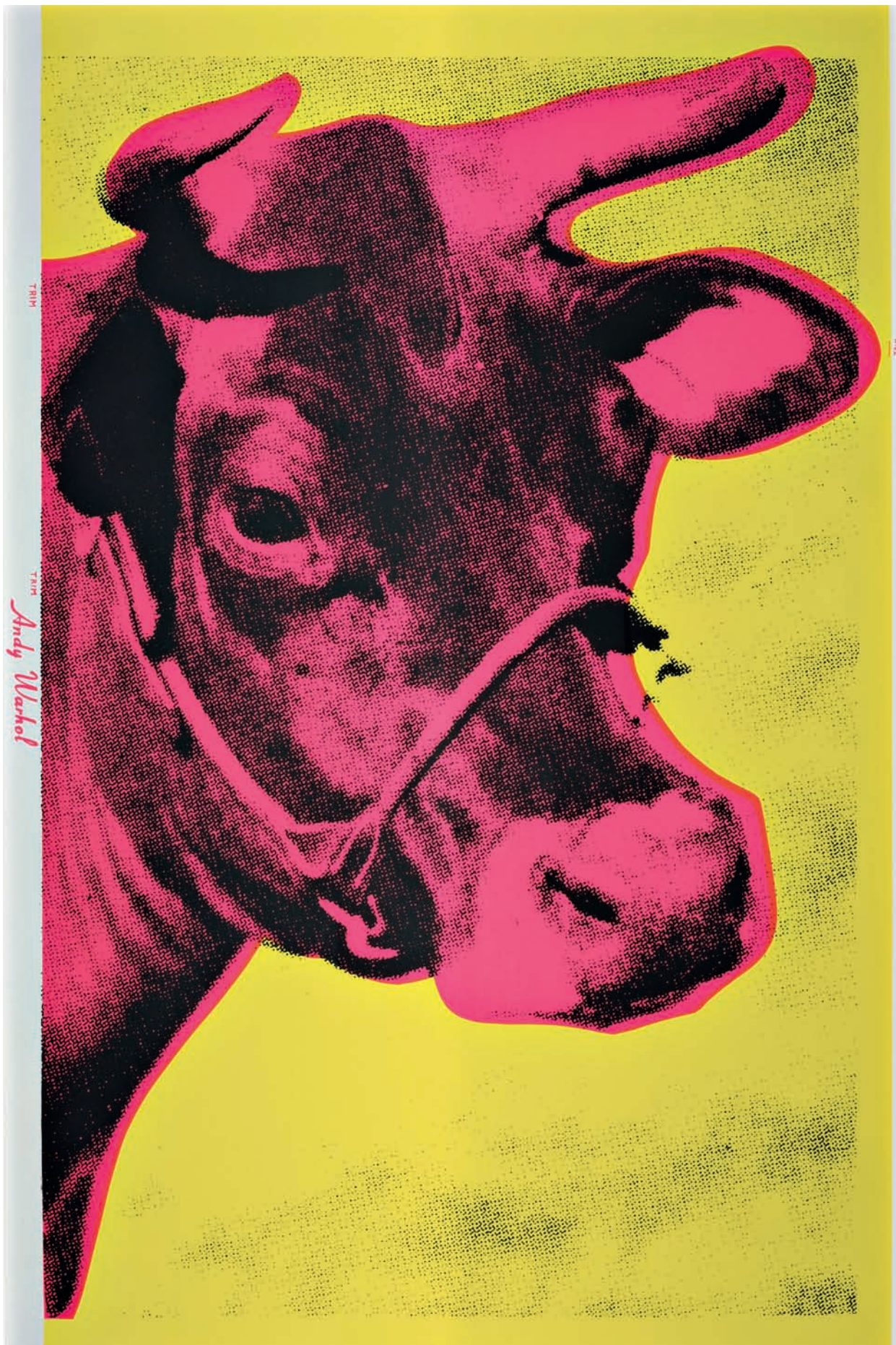
242 **ALEXANDER CALDER** 1898–1976

*Mobilé*, c. 1960

Woven tapestry. 149 × 200 cm (58 1/2 × 78 3/4 in). Artist's name 'Calder ©' woven on the reverse. This work is from an edition of 20.

**Estimate** £5,000–7,000 \$7,700–10,800 €6,000–8,300 †

**PROVENANCE** Modern Master Tapestries, New York



243 **ANDY WARHOL** 1928–1987

*Cow*, 1966

Screenprint on wallpaper. 115.6 × 75.6 cm (45 1/2 × 29 3/4 in). This work is from an unlimited edition aside from a numbered edition of 100.

**Estimate** £3,000–5,000 \$4,600–7,700 €3,600–6,000

**PROVENANCE** Private Collection, London

**LITERATURE** F. Feldman and J. Schellmann, *Andy Warhol Prints: A Catalogue Raisonné 1962–1987*, New York, 2003, p. 62 (illustrated)



244 **ANDY WARHOL** 1928–1987

*Skulls (II.157)*, 1976

Screenprint on Strathmore Bristol paper. 76.2 × 101.6 cm (30 × 40 in). Signed 'Andy Warhol' and numbered of 50 lower left. This work is from an edition of 50 plus 10 artist's proofs.

**Estimate** £8,000–12,000 \$12,400–18,500 €9,500–14,300

**PROVENANCE** Private Collection, London

**LITERATURE** F. Feldman and J. Schellmann, *Andy Warhol Prints: A Catalogue Raisonné 1962–1987*, New York, 2003, p.97 (illustrated)



245 **ANDY WARHOL** 1928–1987

*New Coke*, 1985

Screenprint on paper collage. 80 × 59.7 cm (31 1/2 × 23 1/2 in). Stamped by Andy Warhol Estate and The Andy Warhol Foundation, numbered 15.003 on the reverse.

**Estimate** £15,000–20,000 \$23,200–30,900 €17,800–23,800

**PROVENANCE** The Estate of Andy Warhol, New York



246 **ANDY WARHOL** 1928-1987

*Gerard Depardieu*, 1986

Screenprint on coloured graphic art paper. 38.7 × 29.2 cm (15 1/4 × 11 1/2 in).

Stamped with the Andy Warhol Estate and Foundation seals and numbered UP42.07 on the reverse.

**Estimate** £3,000–5,000 \$4,600–7,700 €3,600–6,000

**PROVENANCE** The Estate of Andy Warhol, New York

**LITERATURE** F. Feldman and J. Schellmann, *Andy Warhol Prints: A Catalogue Raisonné 1962–1987*, New York, 2003, p. 277 (illustrated)





247 **ANDY WARHOL** 1928–1987

*Shoes, 1948*

Ink and acrylic on cardboard. 29 × 38 cm (11 3/8 × 15 in). Signed 'Warhol' upper right.

**Estimate** £40,000–60,000 \$61,800–92,700 €47,600–71,400

**PROVENANCE** Galeria Nasoni, Porto



248 **TOM WESSELMANN** 1931–2004

*Smoking Cigarette*, 1998

Liquitex and paper collage on paper mounted on canvas. 15.2 × 14 cm  
(6 × 5 1/2 in). Signed and dated 'Wesselmann 98' lower centre.

**Estimate** £5,000–7,000 \$7,700–10,800 €6,000–8,300

**PROVENANCE** Acquired directly from the artist; Private Collection, Florida



249 **KEITH HARING** 1958–1990

*Untitled (Smile Boy)*, 1981

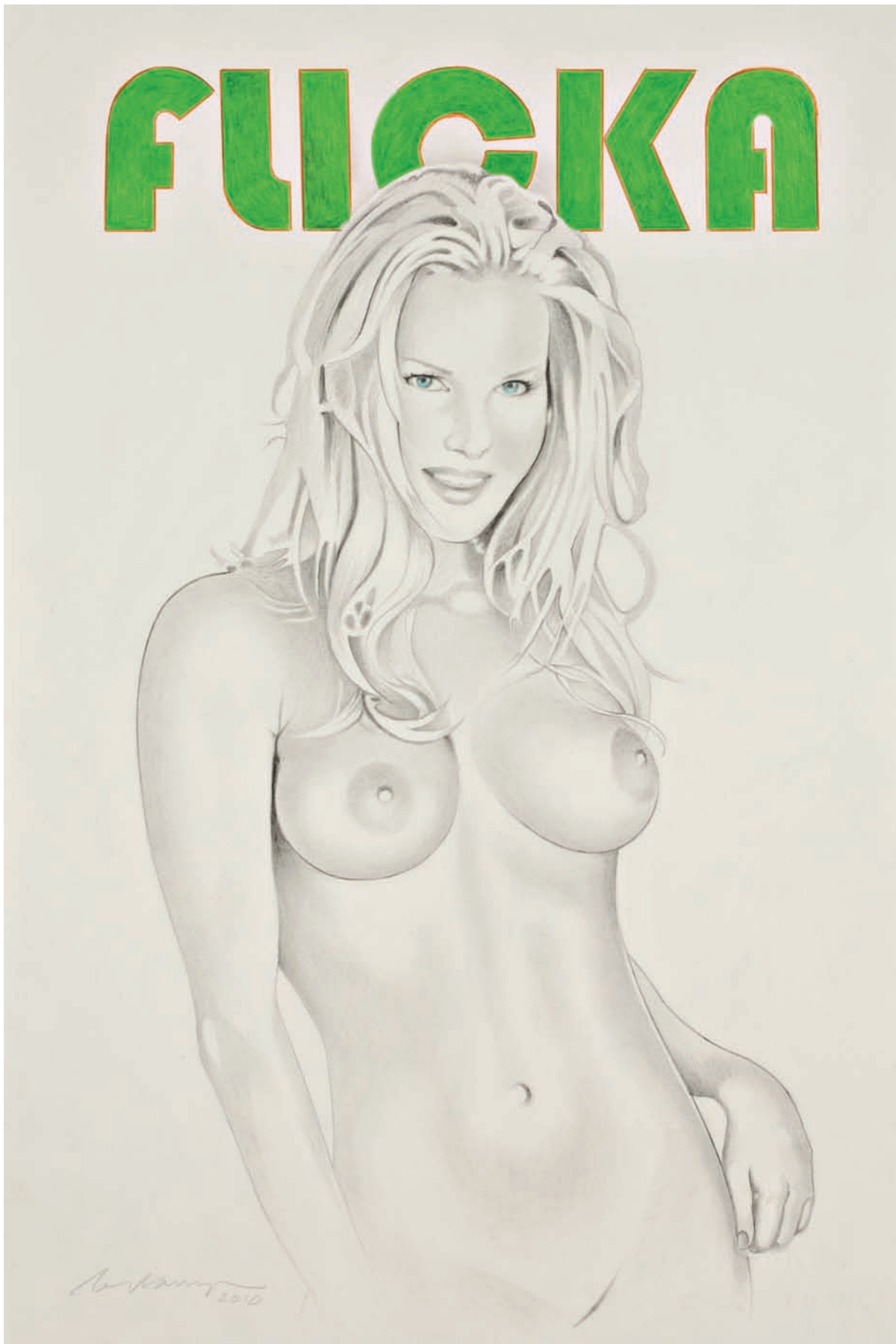
Ink on paper. 55.9 × 76.2 cm (22 × 30 in). Signed and dated 'K.Haring Sept 27-81' on the reverse.

**Estimate** £30,000–50,000 \$46,400–77,200 €35,700–59,500

**PROVENANCE** André Emmerich Gallery Inc., New York; Private Collection, Portugal

**EXHIBITED** New York, André Emmerich Gallery Inc., *Keith Haring: Sculpture and Drawings*, 1997

**LITERATURE** R. Pincus-Witten, J. Deitch & D. Shapiro, *Keith Haring*, New York, 1982, p. 105 (illustrated)



250 **MEL RAMOS** b. 1935

*Flicka*, 2009

Graphite and coloured pencil on paper. 56 × 38 cm (22 × 15 in). Signed and dated 'Mel Ramos' lower left.

**Estimate** £10,000–15,000 \$15,500–23,200 €11,900–17,800

**PROVENANCE** Private Collection, Germany

**EXHIBITED** Hamburg, Thomas Levy Galerie, *Mel Ramos Drawings*, 30 August–15 October 2010; Nuremberg, Galerie Jens Hafenrichter, *Mel Ramos Works on Paper*, 11 November 2010–7 January 2011

**LITERATURE** Mel Ramos, *100 Drawings*, Bielefeld, 2010, p. 117 (illustrated)



251 **ALLEN JONES** b. 1937

*Dance to Her Tune*, 1991

Oil on canvas. 45.7 × 35.6 cm (18 × 14 in). Signed, dated and titled 'Allen Jones '91 Dance to Her Tune' on the reverse.

**Estimate** £10,000–15,000 \$15,500–23,200 €11,900–17,800 ♣

**PROVENANCE** Waddington Galleries, London; Gallery Levy, Madrid; Private Collection, Europe

252 **MEL RAMOS** b. 1935

*Mobilcom St Pauli II*, 2003

Watercolour on paper. 71.5 × 57.2 cm (28 × 22 1/2 in). Signed and dated 'Mel Ramos 2003' lower right.

**Estimate** £50,000–70,000 \$77,200–108,000 €59,500–83,200

**PROVENANCE** Thomas Levy Galerie, Hamburg

mobilcom ■





253 **GEORGE CONDO** b. 1957

*Panic Room*, 2009

Mixed media and collage on paper. 120 × 88.9 cm (47 1/4 × 35 in). Signed and dated 'Condo 09' upper left.

**Estimate** £30,000–40,000 \$46,400–61,800 €35,700–47,600

**PROVENANCE** Simon Lee Gallery, London; Private Collection, France





254 **GEORGE CONDO** b. 1957

*Trash man, 2006*

Oil on canvas. 50.8 × 40.6 cm (20 × 16 in).

**Estimate** £15,000–20,000 \$23,200–30,900 €17,800–23,800

**PROVENANCE** Luhring Augustine Gallery, New York; Per Skarstedt Gallery, New York



255



256

255 **MARCEL DZAMA** b. 1974  
*Recording Angle*, 2007  
 Photo collage and crayon on paper. 30 × 22.5 cm (12 × 8 7/8 in). Signed 'Marcel Dzama' lower right.

**Estimate** £2,000–3,000 \$3,100–4,600 €2,400–3,600

**PROVENANCE** David Zwirner Gallery, New York

256 **MARCEL DZAMA** b. 1974  
*Humbled by Traitors*, 2007  
 Watercolour on paper. 34.9 × 54 cm (13 3/4 × 21 1/4 in). Signed 'Marcel Dzama' on the reverse.

**Estimate** £5,000–7,000 \$7,700–10,800 €6,000–8,300

**PROVENANCE** Galleri Magnus Karlsson, Stockholm  
**EXHIBITED** Stockholm, Galleri Magnus Karlsson, *Marcel Dzama Celluloid Ceremony*, May–July 2007

257 **MARCEL DZAMA** b. 1974

*Pip*, 2004

Sculpture: clothing with felt and fake fur, wire mesh, papier maché, plastic foam rubber. Five drawings on paper and one framed watercolour. Sculpture: 185 × 60 × 45 cm (72 7/8 × 23 5/8 × 17 3/4 in); watercolour: 43.6 × 36.7 cm (17 × 14 1/2 in); four drawings measuring from 8 × 9.4 cm (3 1/8 × 3 3/4 in) to 14.5 × 12.7 cm (5 3/4 × 5 in).

**Estimate** £10,000–15,000 \$15,500–23,200

€11,900–17,800

**PROVENANCE** Private Collection, Germany

**EXHIBITED** Space02, Kunsthau Graz, Austria, *Human Condition: Empathy and Emancipation in Precarious Times*, 12 June–12 September 2010; Birmingham, Ikon Gallery, *Tree with Roots*, 2006

**LITERATURE** *Marcel Dzama: Tree with Roots*, exh. cat., Ikon Gallery, Birmingham and Centre for Contemporary Art, Glasgow, 2006 (illustrated)



258 **OS GÊMEOS** b.1974

*Untitled (O Pai, O Mae, o filho, a empregada, a filha de empregada, o cachorro, o  
ovelhinha o gato e o passarinho), 2008*

Spray paint, acrylic, beads and incision on board. 200 × 200 cm (78 3/4 × 78 3/4 in).

**Estimate** £30,000–40,000 \$46,400–61,800 €35,700–47,600 ♣ ‡

**PROVENANCE** Parra & Romero, Madrid

**EXHIBITED** Madrid, Parra & Romero, *Os Gêmeos: Souhei Que Tinha Souhado*,

12 February–31 March 2008





259 **JR** b. 1984

*Milagros Valejo Herrero, Cartagena, 2008*

Photographic black and white print on paper laid on found wooden panel, adhesive. 67 × 189.4 × 4.5 cm (26 3/8 × 74 1/2 × 1 3/4 in). Signed with artist monogram and dated 08 on a label adhered to the reverse.

**Estimate** £8,000–12,000 \$12,400–18,500 €9,500–14,300 ♣ ‡

**PROVENANCE** Lazarides Gallery, London






260 **JAUME PLENSA** b. 1955

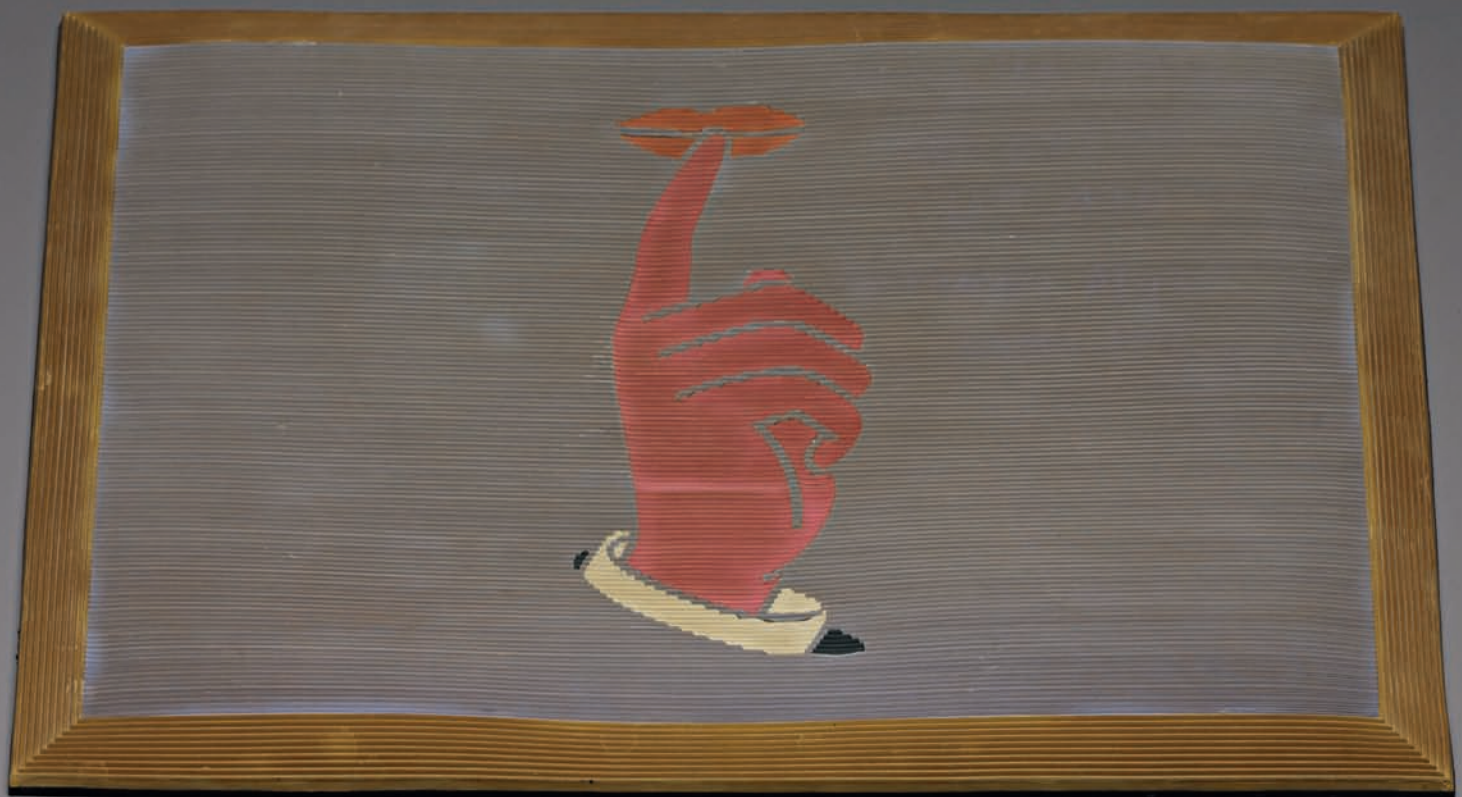
*Untitled (Hands), 2007*

Cast bronze and oil wick. 9.5 × 21.5 × 19 cm (3 3/4 × 8 1/2 × 7 1/2 in). Incised with artist's monogram and numbered of 7 on the underside. This work is from an edition of 7.

**Estimate** £8,000–12,000 \$12,400–18,500 €9,500–14,300 

**PROVENANCE** Acquired directly from the artist





261 **FRANCIS ALÿS** b. 1959

*Silence*, 1995–2004

Coloured rubber doormat. 40 × 62.5 cm (15 3/4 × 24 5/8 in). This work is unique from a series consisting of four doormats in different colour variations. This work is accompanied by a certificate of authenticity signed by the artist.

**Estimate** £8,000–12,000 \$12,400–18,500 €9,500–14,300 ▲

PROVENANCE Lisson Gallery, London; Private Collection, Europe



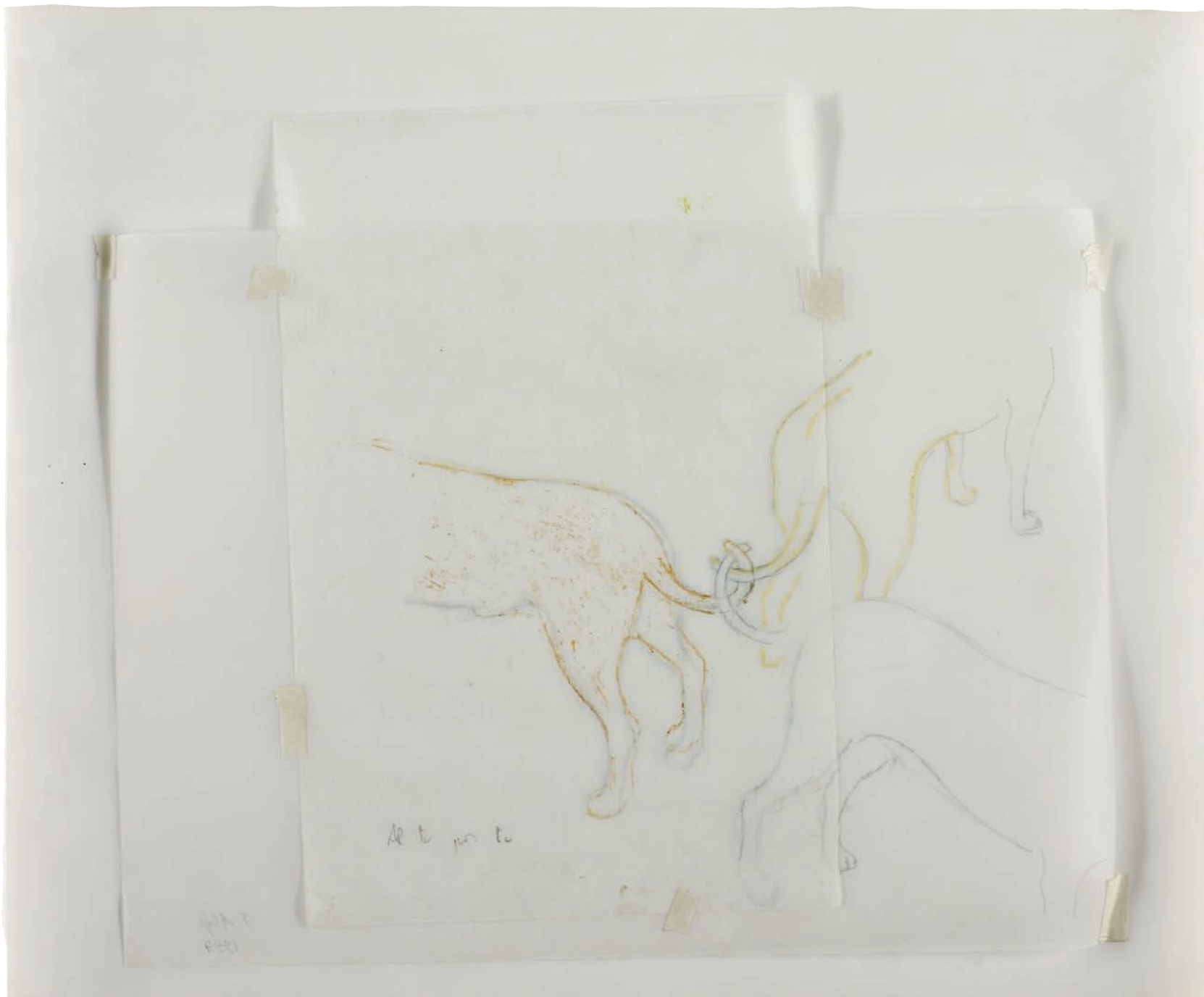
262 **FRANCIS ALÿS** b. 1959

*Study*, 2000

Mixed media on paper, graphite and oil on vellum. 29.8 × 21 cm (11 3/4 × 8 1/4 in). Signed and dated 'Francis Alÿs 2008' lower edge. Inscribed 'Toento' lower right.

**Estimate** £15,000–20,000 \$23,200–30,900 €17,800–23,800 ♣ ‡

**PROVENANCE** Zwirner & Wirth Gallery, New York



263 **FRANCIS ALÿS** b. 1959

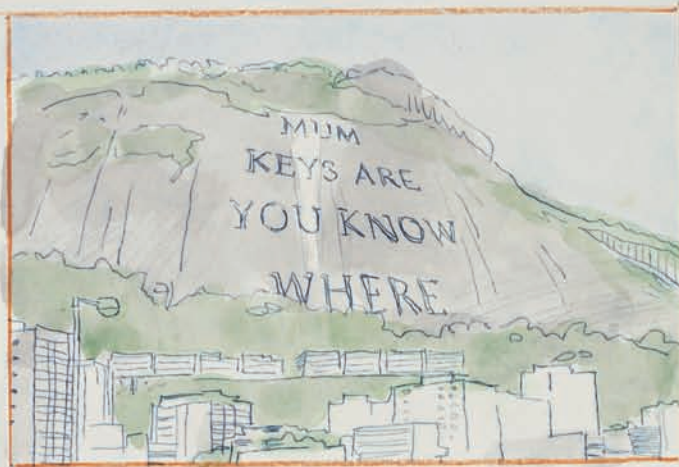
*Untitled (three dogs)*, 1994

Graphite, coloured pencil and collage on mylar. 28 × 33.5 cm (11 × 13 1/4 in).

Signed and dated 'F. Alÿs 1994' on the reverse.

**Estimate** £10,000–15,000 \$15,500–23,200 €11,900–17,800 ♣

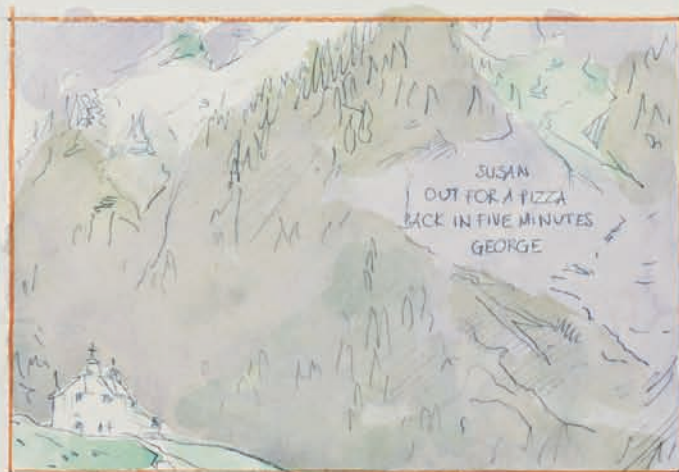
**PROVENANCE** Galerie Peter Kilchmann, Zurich; Private Collection, Europe



KEYS



DAVID



PIZZA



MIKE

96-00

Wim Delvoye

264 WIM DELVOYE b. 1965

Untitled (Keys, David, Pizza, Mike), 1996–2000

Coloured pencil and watercolour on paper. 64.8 × 49.8 cm (25 1/2 × 19 5/8 in).

Signed and dated 'Wim Delvoye 96-00' lower right.

Estimate £8,000–12,000 \$12,400–18,500 €9,500–14,300 ◆

PROVENANCE Private Collection, Europe



265 **WIM DELVOYE** b. 1965

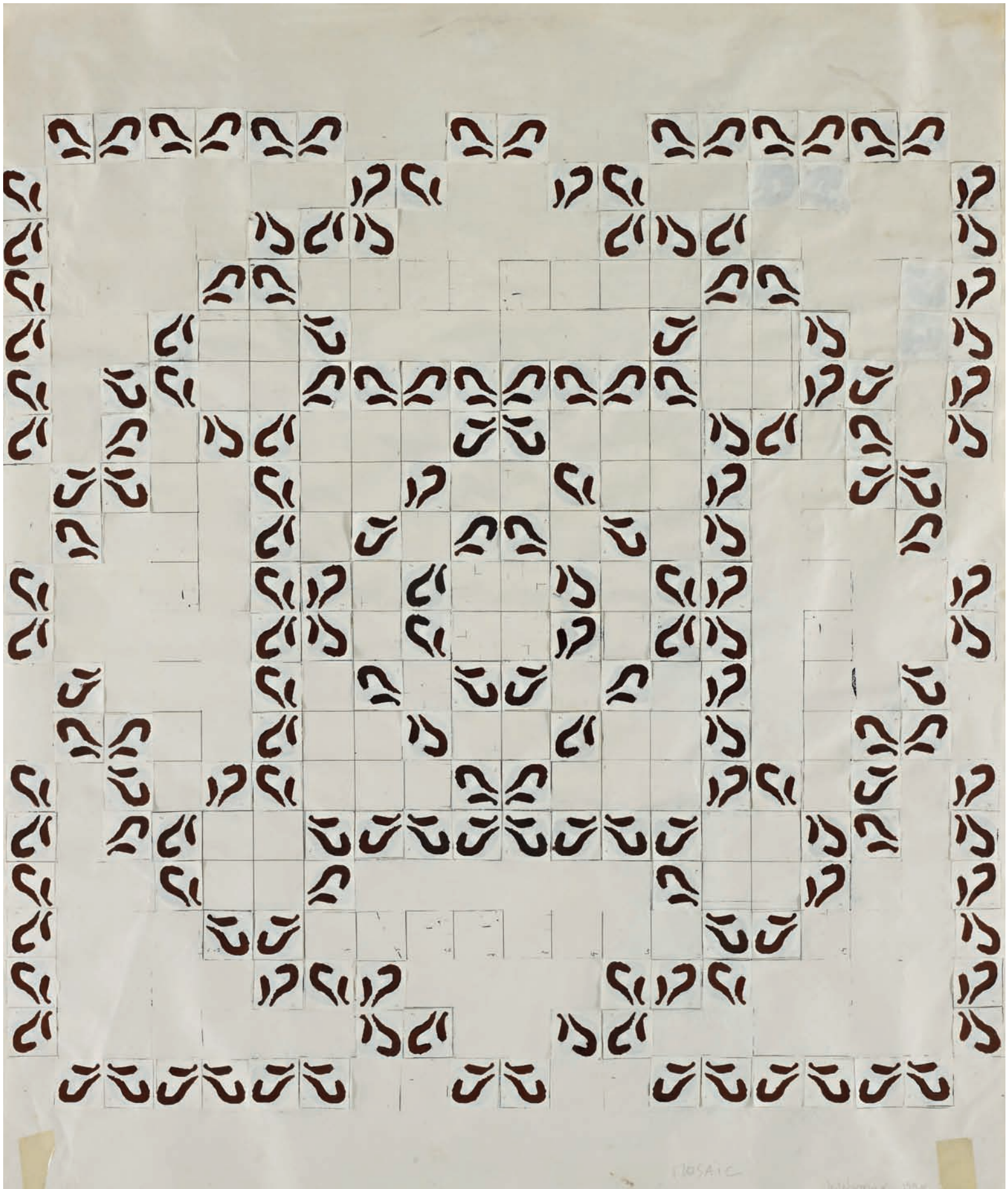
*Study for Rose des Vents Kimpo, 1997*

Coloured pencil and watercolour on paper. 65.2 × 49.5 cm (25 5/8 × 19 1/2 in).

Signed 'Wim Delvoye' lower right.

**Estimate** £7,000–9,000 \$10,800–13,900 €8,300–10,700 ▲

**PROVENANCE** Private Collection, Europe



266 **WIM DELVOYE** b. 1965

*Mosaic*, 1990

Collage, gouache and ink on paper. 83 × 69.5 cm (32 5/8 × 27 3/8 in). Signed, titled and dated 'MOSAIC Wim Delvoye 1990' lower right.

**Estimate** £6,000–8,000 \$9,300–12,400 €7,100–9,500 ♣

**PROVENANCE** Private Collection, Europe



267 **RAYMOND PETTIBON** b. 1957

*Untitled (It's all virgin soil)*, 2004

Ink and watercolour on paper. 56.5 × 40 cm (22 1/4 × 15 3/4 in). Signed and dated 'Raymond Pettibon 4.04' on the reverse.

**Estimate** £20,000–30,000 \$30,900–46,400 €23,800–35,700 ‡

**PROVENANCE** Private Collection, Europe



268



269



268 **VIOLET HOPKINS** b. 1973

*Octopus on pink pebbles*, 2006

Ink on paper. 76.2 × 57.2 cm (30 × 22 1/2 in). Signed 'Hopkins 2006' on the reverse.

**Estimate** £1,000–1,500 \$1,500–2,300 €1,200–1,800

**PROVENANCE** Vamiali Gallery, Athens

**EXHIBITED** Athens, Vamiali Gallery, *Sunset in Atgins II*, 19 December 2006–3 February 2007

269 **DO-HO SUH** b. 1962

Two works: (i) *Self Portrait*, 2003; (ii) *Self Portrait*, 2004

(i) Watercolour on paper; (ii) ink on paper. (i) 21.7 × 26.9 cm (8 1/2 × 10 1/2 in);

(ii) 8.9 × 12.7 cm (3 1/2 × 5 in). Artist's name and signed in Korean and dated '03 and '04 lower right and lower centre respectively.

**Estimate** £3,000–4,000 \$4,600–6,200 €3,600–4,800

**PROVENANCE** Lehmann Maupin, New York





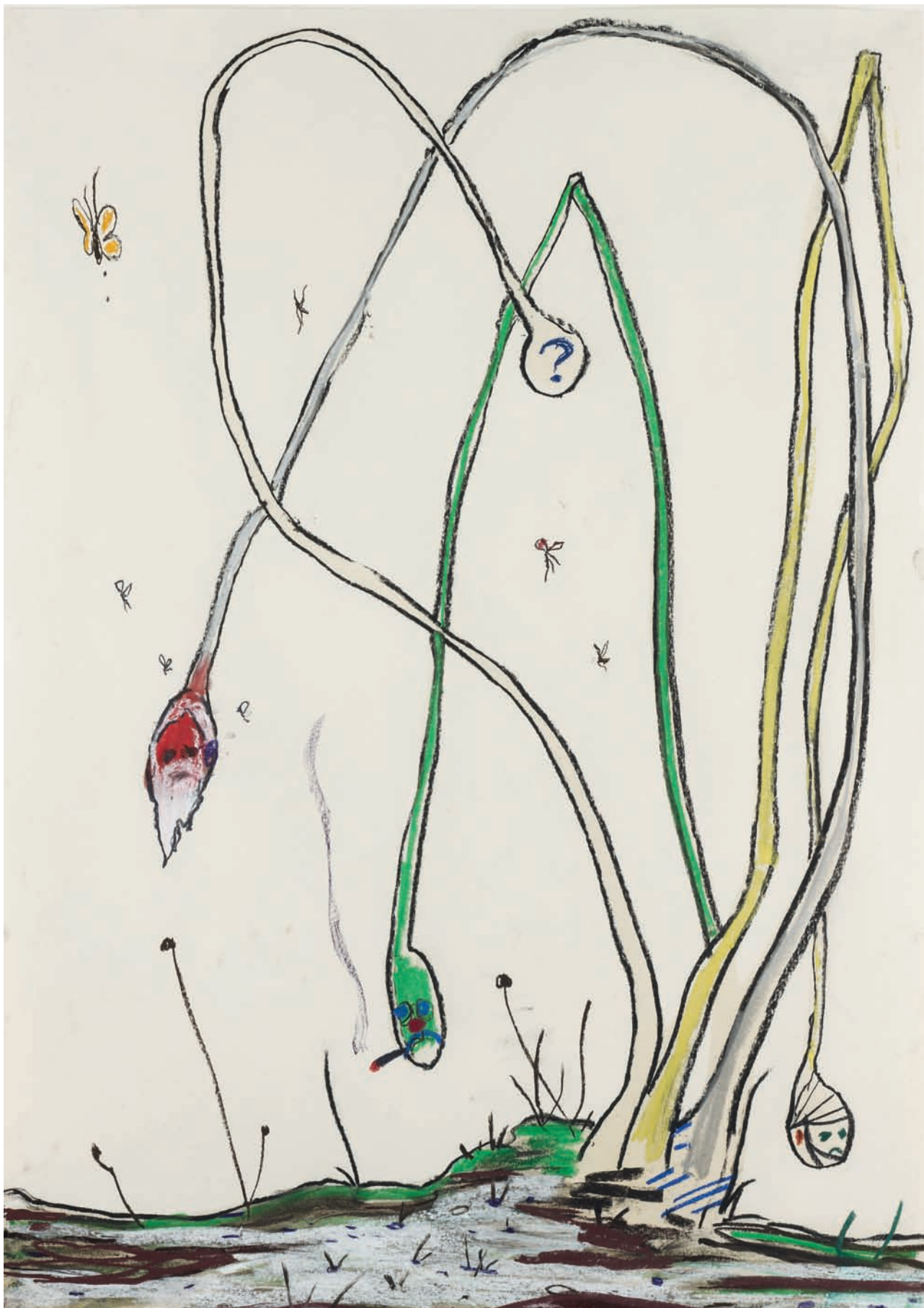
270 **JULIE MEHRETU** b. 1970

*Untitled, 2006*

Watercolour on paper. 54 × 75 cm (21 1/4 × 29 1/2 in).

**Estimate** £8,000–12,000 \$12,400–18,500 €9,500–14,300 ‡

**PROVENANCE** Carlier|Gebauer, Berlin



271 **NIGEL COOKE** b. 1973

*Predecessors 3*, 2007

Oil and pastel on paper. 84 × 59 cm (33 × 23 1/4 in). Signed, titled and dated  
'PREDECESSORS 3 N.Cooke 2007' on the reverse.

**Estimate** £6,000–8,000 \$9,300–12,400 €7,100–9,500 ♣

**PROVENANCE** Acquired directly from the artist



272



273

272 **NIGEL COOKE** b. 1973

*Casting*, 2005

Watercolour on paper. 28 × 38 cm (11 × 15 in). Signed, titled and dated 'Casting 2005 N. Cooke' on the reverse.

**Estimate** £4,000–6,000 \$6,200–9,300 €4,800–7,100 ♣

**PROVENANCE** Private Collection, Europe

273 **NIGEL COOKE** b. 1973

*Thinker Dejecta Reflection*, 2008

Oil on paper. 76 × 57 cm (29 7/8 × 22 1/2 in). Signed, titled and dated 'Thinker Dejecta – reflection 2008 N. Cooke' on the reverse.

**Estimate** £6,000–8,000 \$9,300–12,400 €7,100–9,500 ♣

**PROVENANCE** Modern Art Inc., London



274 **MATT GREENE** b. 1971

*Lair of the Hessians*, 2003

Acrylic and mixed media on canvas. 152 × 228.5 cm (59 7/8 × 90 in). Signed, titled and dated "LAIR OF THE HESSIANS" M.GREENE 03' on the reverse.

**Estimate** £8,000–12,000 \$12,400–18,500 €9,500–14,300 ♣ †

**PROVENANCE** Peres Projects, Los Angeles

**EXHIBITED** Los Angeles, Peres Projects, *Matt Greene, Banks Violette, Lovesongs for Assholes/ The Sixty-Edged Sword of the Androgyne*, 21 February – 27 March 2004





275 **UWE HENNEKEN** b. 1974

*Vanguard # 151, 2007*

Oil on canvas. 85 × 125 cm (33 1/2 × 49 1/4 in). Signed, titled and dated 'Vanguard # 151 Uwe Henneken 2007' on the reverse.

**Estimate** £3,000–5,000 \$4,600–7,700 €3,600–6,000 ♣ ‡

**PROVENANCE** The Breeder, Athens, Greece



276 **SARAH PICKSTONE** b. 1965

*Park-Fountain*, 2005

Acrylic on canvas. 230 × 200 cm (90 1/2 × 78 3/4 in). Signed, titled and dated 'Sarah Pickstone, Park-Fountain 2005' on the reverse.

**Estimate** £3,000–5,000 \$4,600–7,700 €3,600–6,000 ▲

**PROVENANCE** ARTfutures 2005, Bloomberg Space, London



277 **JÖRG IMMENDORF** 1945–2007

*Deutschland in Ordnung Bringen*, 1983

Oil on canvas. 80 × 100 cm (31 1/2 × 39 3/8 in). Titled and dated 'Deutschland in Ordnung Bringen 1983' lower edge.

**Estimate** £15,000–20,000 \$23,200–30,900 €17,800–23,800

**PROVENANCE** Michael Werner Gallery, Cologne; Private Collection, Düsseldorf



278 **MARKUS VATER** b. 1970

*Family*, 1999

Acrylic on canvas. 200 × 300 cm (78 3/4 × 118 1/8 in). Signed and dated 'MARKUS VATER 1999' on the stretcher bar; further signed and dated 'Vater 1999' on the reverse.

**Estimate** £3,000–5,000 \$4,600–7,700 €3,600–6,000 

**PROVENANCE** Timothy Taylor Gallery, London; Private Collection, UK





279 **TILL GERHARD** b. 1971

*Weg durchs Feuer*, 2007

Acrylic on canvas. 230 × 299.8 cm (90 1/2 × 118 in). Initialed, titled and dated 'TG 2007 WEG DURCHS FEUER' on the reverse.

**Estimate** £9,000–12,000 \$13,900–18,500 €10,700–14,300 ♠ †

**PROVENANCE** Acquired directly from the artist



THIS LOT IS SOLD WITH NO RESERVE

280 **ANDREA LEHMANN** b. 1975

*Untitled*, 2006

Oil and mixed media on canvas. 90 × 60 cm (35 1/2 × 23 5/8 in). Signed and dated 'Andrea Lehmann 2006' on the reverse.

**Estimate** £2,000–3,000 \$3,100–4,600 €2,400–3,600 ▲ ●

**PROVENANCE** Anna Klinkhammer Galerie, Düsseldorf



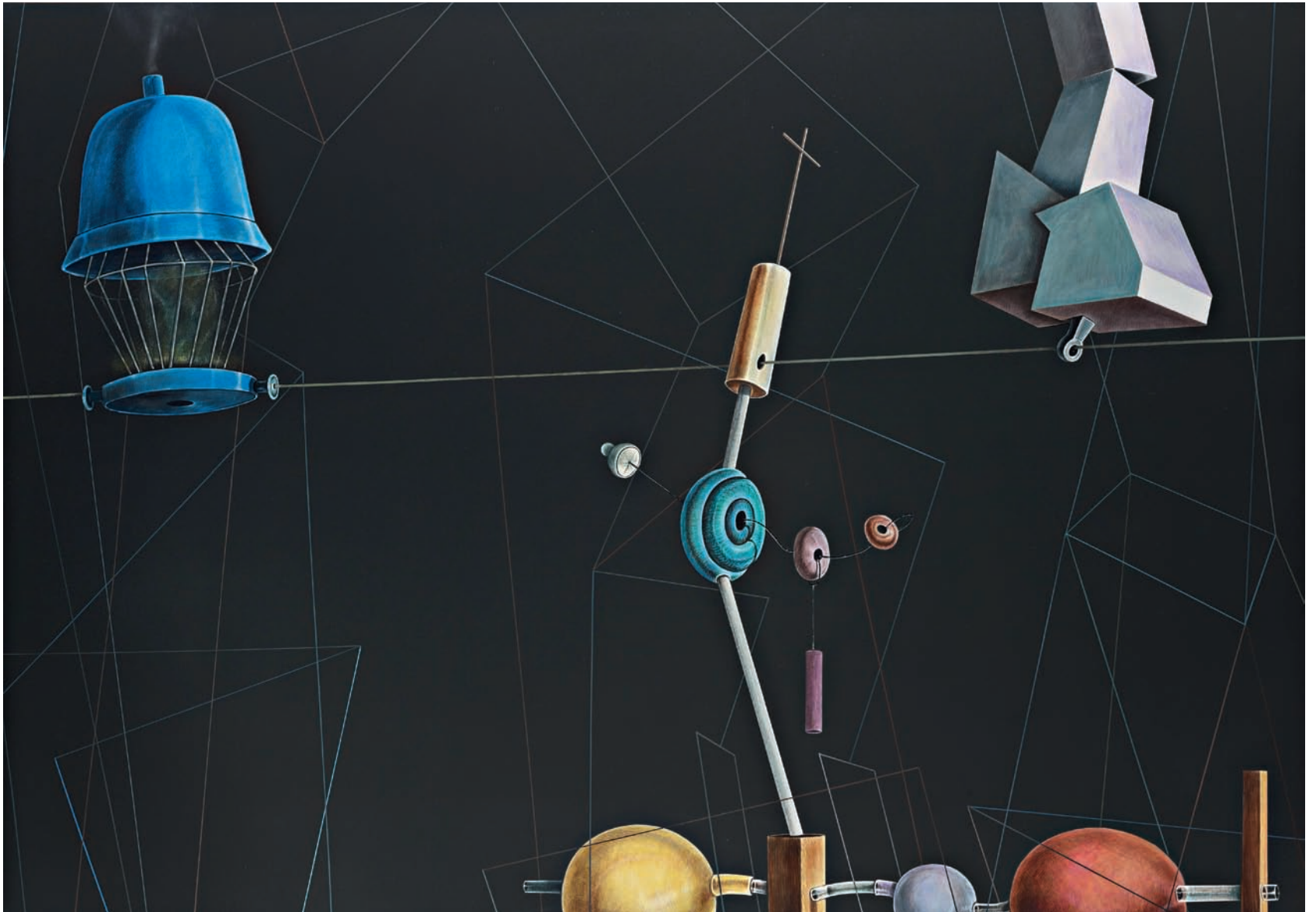
281 **LITA CABELLUT** b.1961

*Dulcinea*, 2010

Mixed media on canvas. 250 × 200 cm (98 1/2 × 78 3/4 in).

**Estimate** £4,000–6,000 \$6,200–9,300 €4,800–7,100 ♣

**PROVENANCE** Acquired directly from the artist; Private collection, Paris



282 **NADER AHRIMAN** b.1964

*Amat Intellectualis etga Deum*, 2000

Acrylic on canvas. 140 × 200 cm (55 1/8 × 78 3/4 in). Signed with artist's monogram, titled and dated 'Amat intellectualis etga Deum, 2000' on the reverse.

**Estimate** £5,000–7,000 \$7,700–10,800 €6,000–8,300 ♣

**PROVENANCE** Private Collection, UK



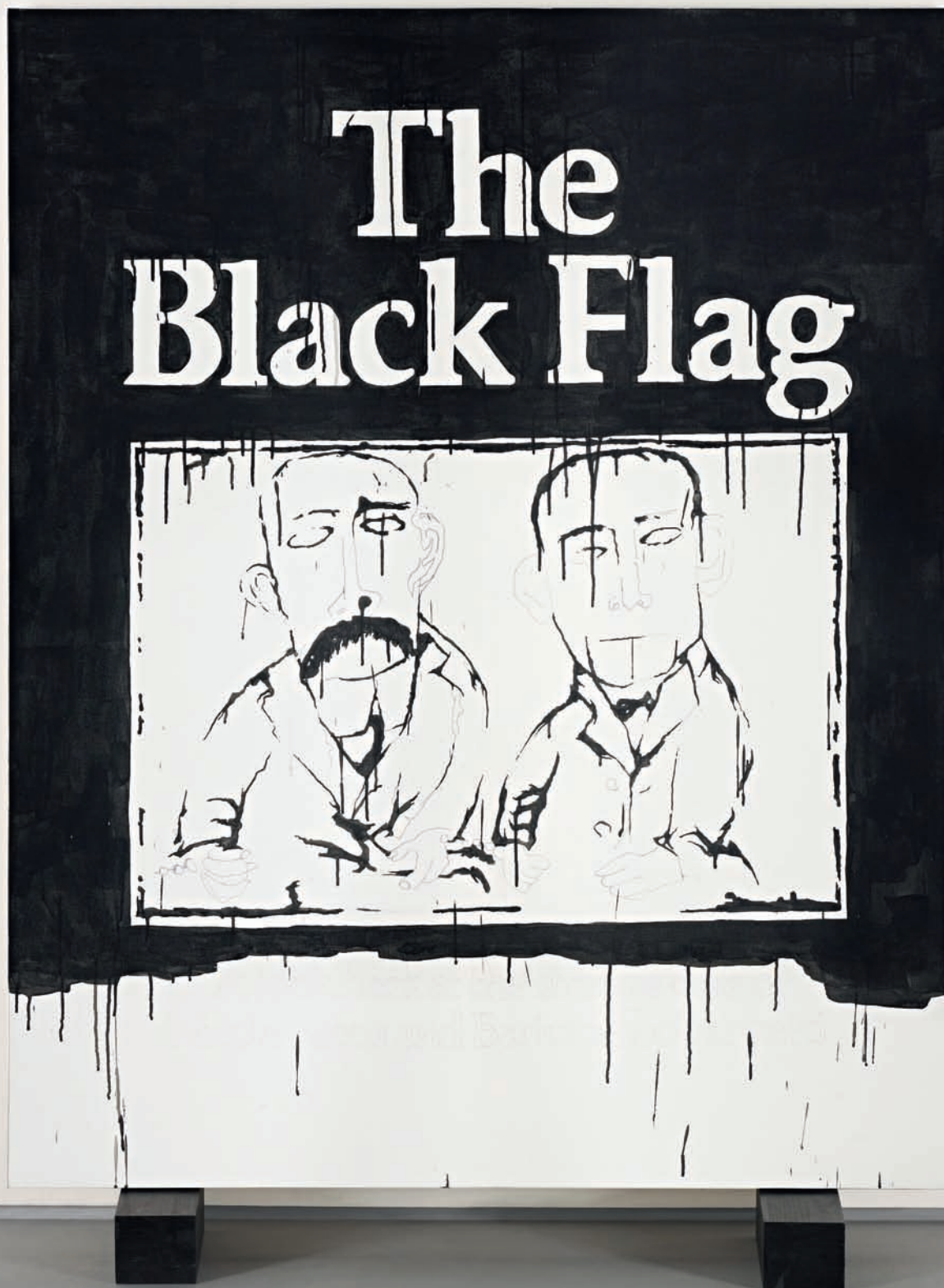
283 **STANLEY DONWOOD** b.1968

*Run, 2007*

Acrylic and spraypaint on canvas. 86.5 × 86.5 cm (34 × 34 in). Signed and dated 'Stanley Donwood 07' on the lower right turnover edge.

**Estimate** £10,000–15,000 \$15,500–23,200 €11,900–17,800 ♣

**PROVENANCE** Lazarides Gallery, London



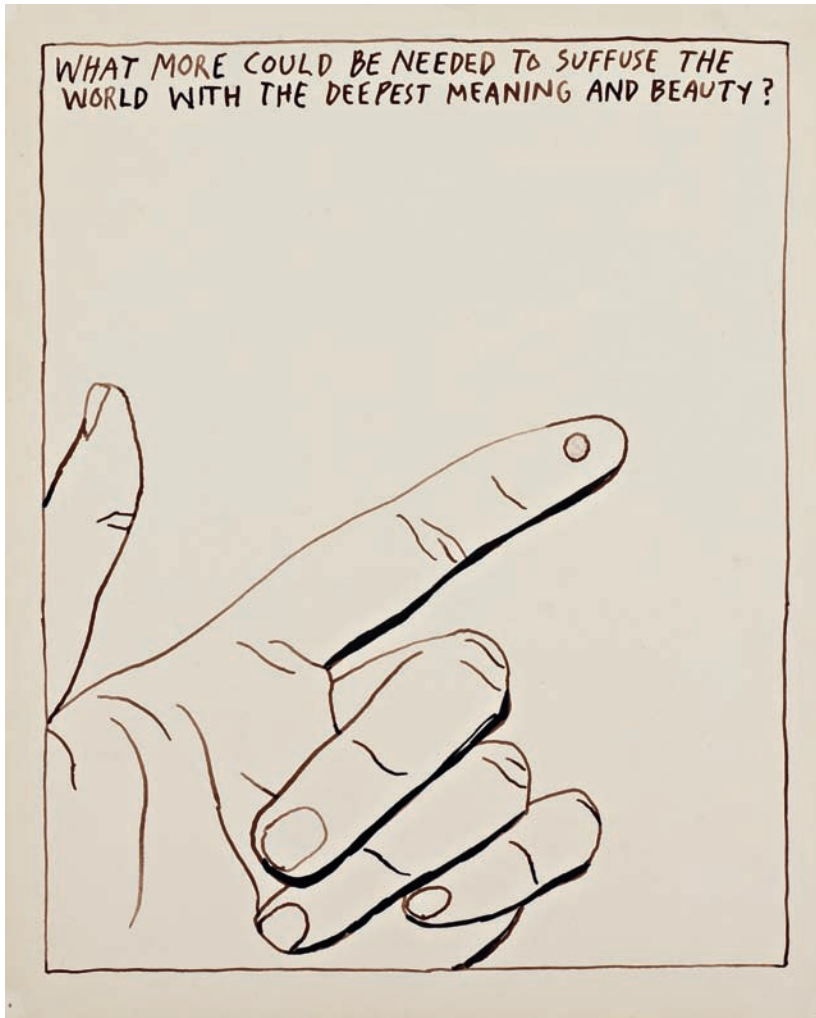
284 **GARDAR EIDE EINARSSON** b. 1976

*The Black Flag (Some Things I Like Different)*, 2006

Acrylic on canvas on two painted wooden blocks. Installation: 163 × 122 × 45.4 cm (64 1/8 × 48 × 17 7/8 in); canvas: 153 × 122 cm (60 1/4 × 48 in). Signed, titled and dated 'THE BLACK FLAG (SOME THINGS I LIKE DIFFERENT) EINARSSON 2006' on the stretcher bar.

**Estimate** £10,000–15,000 \$15,500–23,200 €11,900–17,800 ♣

**PROVENANCE** Marc Jancou Fine Art, New York



285

285 **RAYMOND PETTIBON** b. 1957

*Untitled (What more could be needed...)*, 1987

Ink on paper. 33.5 × 28 cm (13 1/8 × 11 in). Signed and dated 'Raymond Pettibon '87' on the reverse.

**Estimate** £4,000–6,000 \$6,200–9,300 €4,800–7,100

**PROVENANCE** Acquired directly from the artist; Private Collection, New York

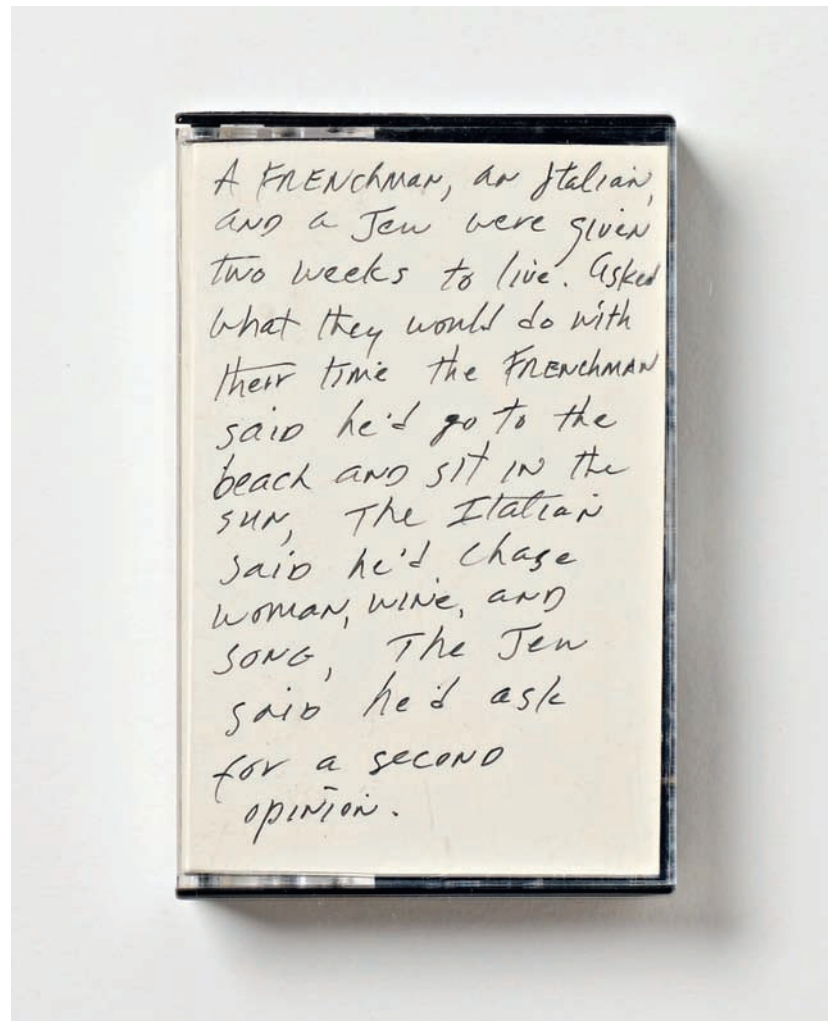
286 **RICHARD PRINCE** b. 1949

*Untitled (joke)*, 1986

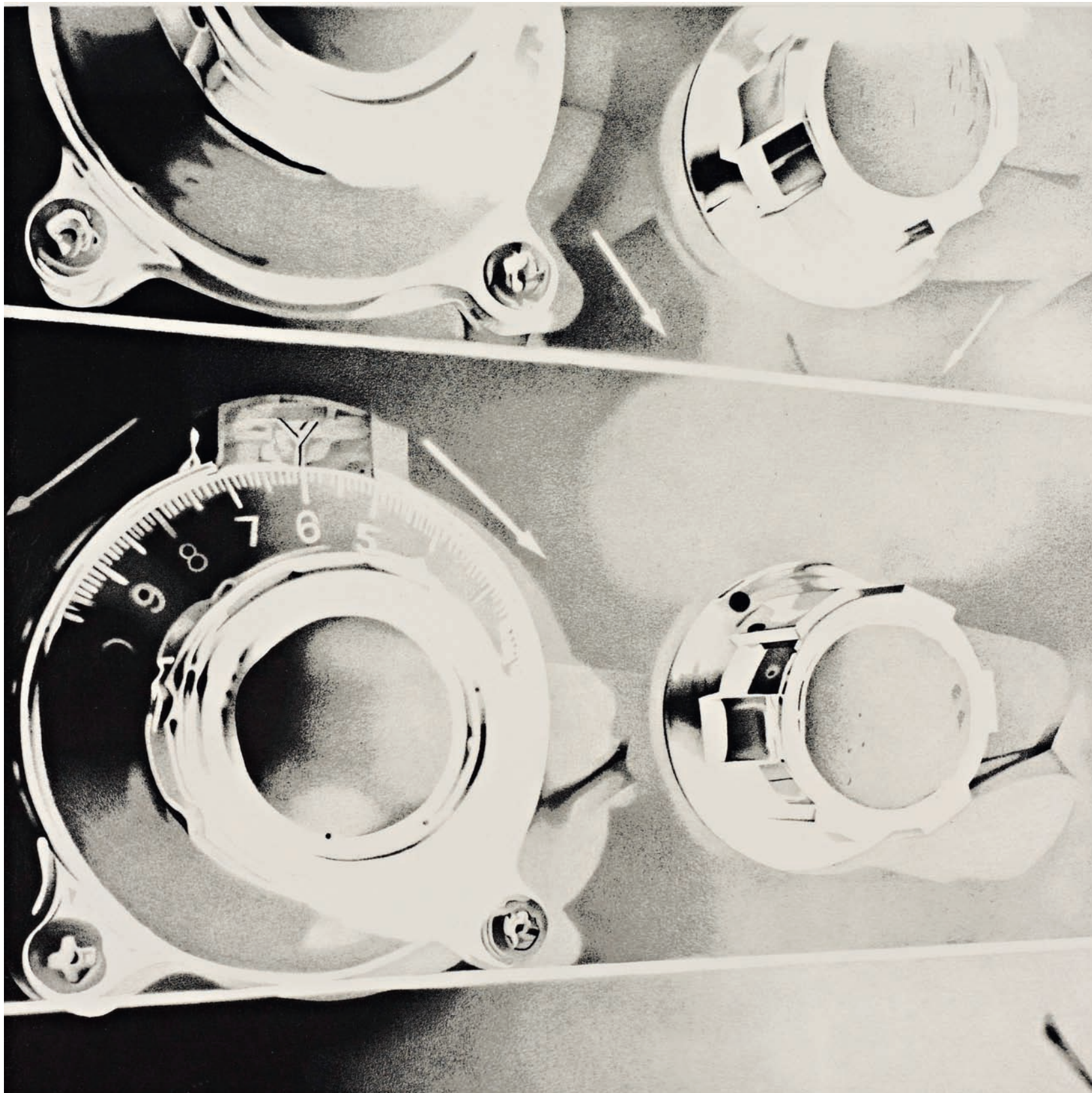
Ink on paper and cassette case. 11 × 7 × 2.5 cm (4 3/8 × 2 3/4 × 7/8 in). Signed and dated 'Richard Prince 51186' on the spine of the liner notes.

**Estimate** £8,000–12,000 \$12,400–18,500 €9,500–14,300

**PROVENANCE** Private Collection, London



286



287 **BANKS VIOLETTE** b.1973

*Untitled*, 2005

Diptych: Screenprints on wove paper. Each: 50.8 × 50.8 cm (20 × 20 in).


Signed dated 'Banks Violette 05' and numbered of 50 in the lower margin of the right sheet. This work is from an edition of 50.

**Estimate** £2,000–3,000 \$3,100–4,600 €2,400–3,600

**PROVENANCE** Team Gallery, New York







**Cory Arcangel**  
*HITACHI P42H01U Plasma Burn, 2007*  
*HITACHI P42H01U and DVD player*  
76 x 107 x 20 cm  
30 x 42 x 8 in  
(MW2821)

288 **CORY ARCANGEL** b.1978

*Plasma Burn, 2007*

Plasma screen monitor. 76.5 × 106.5 × 31 cm (30 1/8 × 42 × 12 1/2 in). This work is unique.

**Estimate** £5,000–7,000 \$7,700–10,800 €6,000–8,300

PROVENANCE Private Collection, London

EXHIBITED London, Max Wigram Gallery, *Request for Comments*, October–December 2007

289 **CORY ARCANGEL** b.1978

*Monochrome,*

Paint on Canon scanner and C-print. 3.5 × 25.5 × 37.5 cm (1 3/8 × 10 × 14 3/4 in). C-print: 167 × 121.5 cm (65 3/4 × 47 3/4 in).

**Estimate** £7,000–9,000 \$10,800–13,900 €8,300–10,700

**PROVENANCE** Private Collection, London

**EXHIBITED** London, Max Wigram Gallery, *Request for Comments*, October–December 2007





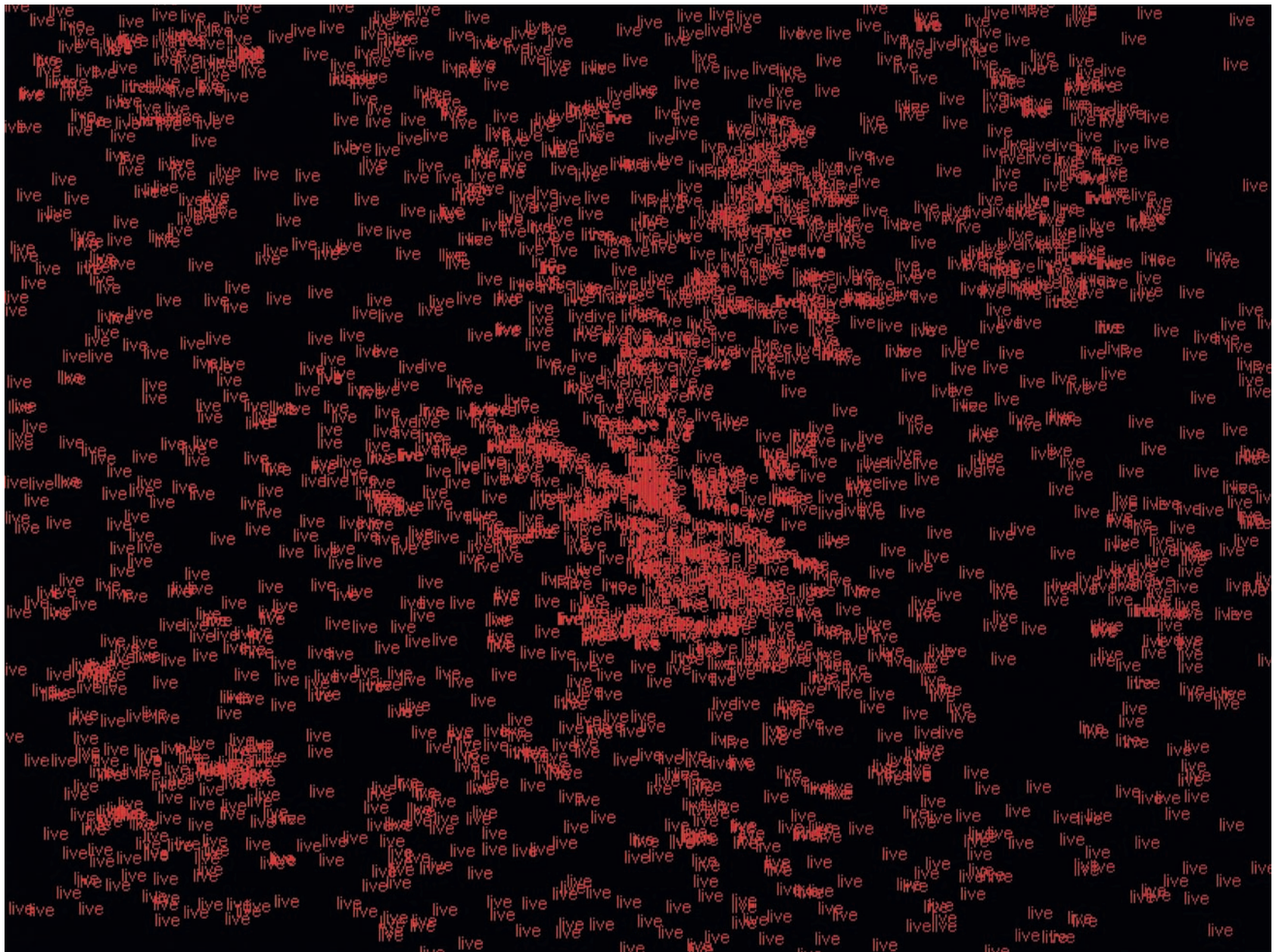
290 **PIERRE BISMUTH** b.1963

*Untitled*, 2007

Acrylic on canvas. 175 × 141 cm (68 7/8 × 55 1/2 in). Signed and dated 'Pierre Bismuth June 07' on the reverse.

**Estimate** £7,000–9,000 \$10,800–13,900 €8,300–10,700 ♣

**PROVENANCE** Lisson Gallery, London



291 **CHARLES SANDISON** b.1969

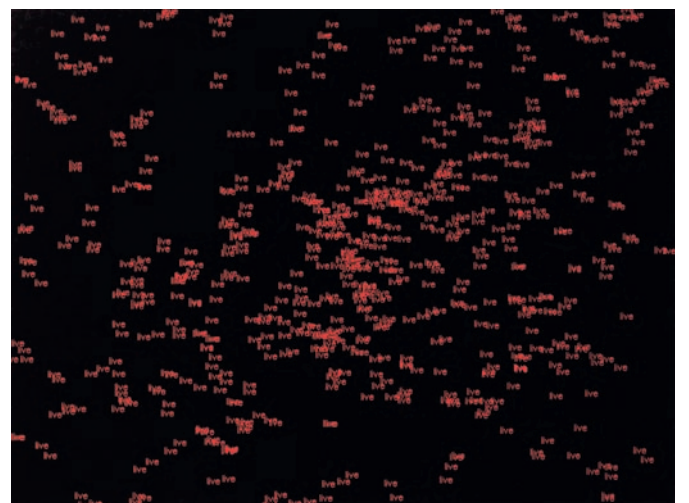
*Live*, 2003

Windows-formatted DVD. Signed 'C. Sand' and numbered of 5 on DVD.

This work is from an edition of 5 plus 1 artist's proof and is accompanied by a certificate of authenticity and installation instructions.

**Estimate** £2,000–3,000 \$3,100–4,600 €2,400–3,600 ▲

PROVENANCE Private Collection, Europe



Alternative screen shot





292 **JEPPE HEIN** b. 1974

*Modified Social Bench*, 2005

Powder coated metal and springs. 63 × 180 × 43 cm (25 × 71 × 17 in).

This work is from an edition of 5.

**Estimate** £5,000–7,000 \$7,700–10,800 €6,000–8,300 ♣

**PROVENANCE** Johann König Gallery, Berlin



PROPERTY FROM A PRIVATE EUROPEAN COLLECTION

293 **JEPPE HEIN** b.1974

*Ball on Pedestal, 2007*

High-polished stainless steel, white powder coated aluminium, electrical motor. Ball: 28 cm (11 in) diameter; base 105 × 59 × 59 cm (41 3/8 × 23 1/4 × 23 1/4 in). This work is from an edition of 3.

**Estimate** £30,000–40,000 \$46,400–61,800 €35,700–47,600 ♣

**PROVENANCE** Johann König, Berlin



È PERICOLOSO SOGNARE  
SEMPRE UN'ALTRA  
VITA?

385

CONDUCO UNA VITA MODERNA?

309

È LA VITA FORSE UN  
STRANO SISTEMA DI  
SOTTERRANEI?

34

294 **FISCHLI and WEISS** b.1952, b.1946

Three works: *E' pericoloso sognare un'altra vita?*; *Conduco una vita moderna*;  
*E' la vita forse un strano sistema di sotterranei?*, 2004

Laser prints. Each: 30 x 40 cm (11 3/4 x 15 3/4 in). These works are from an  
edition of 100.

**Estimate** £5,000–7,000 \$7,700–10,800 €6,000–8,300 ♠

**PROVENANCE** Le Case d'Arte, Milan

**EXHIBITED** Milan, Le Case D'Arte, *Fischli & Weiss*, 24 June–30 September 2004

**LITERATURE** *Mi trova la fortuna?*, Cologne, 2003



295 **KARL HAENDEL** b.1976

*Lamp, 2003*

Graphite on paper. 76.2 × 56.8 cm (30 × 22 3/8 in). Signed and dated 'Haendel 2003' on the reverse.

**Estimate** £3,000–4,000 \$4,600–6,200 €3,600–4,800 †

**PROVENANCE** Anna Helwing Gallery, Los Angeles



296 **BERND and HILLA BECHER** 1931–2007, b. 1934

*Rensdorfstr. 5 Salchendorf*, 1959, printed c. 2002

Gelatin silver print. 61.3 × 48.9 cm (24 1/8 × 19 1/4 in). Signed, titled and dated and numbered of five 'Bernd Becher Hilla Becher Rensdorfstr. 5 Salchendorf PH 1959' on the reverse. This work is from an edition of five.

**Estimate** £6,000–8,000 \$9,300–12,400 €7,100–9,500 ♣ ‡

**PROVENANCE** Sonnabend Gallery, New York



297 **AXEL HÜTTE** b.1951

*London, Mudchute I, 2001*

Duratrans print. 157 × 206.7 cm (61 3/4 × 81 3/8 in). This work is from an edition of four.

**Estimate** £12,000–18,000 \$18,500–27,800 €14,300–21,400 ♣ ‡

**PROVENANCE** Galleri K, Oslo; Private Collection, Norway





298 **FISCHLI and WEISS** b. 1952, b. 1946

*Untitled (SAS and Concorde, NY)*, 1988/89

Cibachrome. 120 x 180 cm (47 1/2 x 70 7/8 in). This work is from an edition of 6.

**Estimate** £25,000–35,000 \$38,600–54,100 €29,700–41,600 ♣

**PROVENANCE** Galerie Susan Wyss, Zurich; Studio Trisorio, Naples; Galleria Marilena Bonomo, Bari





299



300

299 **MARC QUINN** b.1964  
*Garden Twice*, 2000  
 Colour coupler print in lightbox. 118 × 168 × 15 cm (46 1/2 × 66 1/8 × 5 7/8 in).  
 This work is unique.

**Estimate** £8,000–12,000 \$12,400–18,500 €9,500–14,300 ♠ Ω

**PROVENANCE** White Cube, London

**LITERATURE** *Marc Quinn*, exh. cat., Milan, Fondazione Prada, 2000, p.334–35 (illustrated)

300 **PHILIP-LORCA DICORCIA** b.1951  
*W*, *September 1999*, #13, 1999  
 Fujicolor crystal archive print. 122.5 × 152.5 cm (48 1/4 × 60 in). This work is from an edition of 15.

**Estimate** £15,000–20,000 \$23,200–30,900 €17,800–23,800

**PROVENANCE** Galerie Almine Rech, Paris; Private Collection, Paris

**EXHIBITED** Paris, Galerie Almine Rech, *Philip-Lorca DiCorcia*, *W*, 27 October–22 December 2001; Stockholm Moderna Museet, *Fashionation*, 25 September 2004–23 January 2005

**LITERATURE** *Fashionation*, exh. cat., Moderna Museet, Stockholm, 2004, p. 102 (illustrated)





301 **GÜNTHER FÖRG** b. 1952

*Città universitaria Roma*, circa 1986

Hand-tinted C-print in artist's frame. 185.4 × 124.7 cm (73 × 49 1/8 in).

This work is unique.

**Estimate** £7,000–9,000 \$10,800–13,900 €8,300–10,700 ♣

**PROVENANCE** Acquired directly from the artist; Private Collection, Europe  
**LITERATURE** A. Preiss, *Günther Förg: Fotografien 1982–1992*, Stuttgart, 1993,  
p. 44 (illustrated)



302 **JANAINA TSCHÄPE** b. 1973

Two works: (i) *Long Island*; (ii) *Bat Woman*, 2001

(i) Vibachrome mounted on aluminium; (ii) Diasec-mounted Vibachrome print.

(i) 114.5 × 76 cm (45 × 30 in); (ii) 65.6 × 100.5 cm (25 3/4 × 39 1/2 in). These works are from an edition of 5.

**Estimate** £4,000–6,000 \$6,200–9,300 €4,800–7,100 ♣

**PROVENANCE** Fortes Vilaça, Sao Paulo

**EXHIBITED** Madrid, Museo Nacional de Arte Reina Sofia, *Sala de Espera*, 2001



303 **TRACEY EMIN** b.1963

*I've Got It All*, 2000

Digital print. 97.8 × 96.52 cm (38 1/2 × 38 in). This work is from an edition of 6.

**Estimate** £8,000–12,000 \$12,400–18,500 €9,500–14,300 ♣ ‡

**PROVENANCE** White Cube, London

**LITERATURE** C. Townsend & M. Merck, *The Art of Tracey Emin*, London, 2002, p. 43 (illustrated); C. Freedman and T. Emin, *Tracey Emin Works 1963–2006*, New York, 2006, p. 235 (illustrated)



304



305

304 **MARILYN MINTER** b.1948

*Bubble Gum*, 2004

Colour coupler print. 125.5 × 91.5 cm (49 3/8 × 36 in). Signed 'M. Minter' on a gallery label affixed to the backing. This work is from an edition of 5.

**Estimate** £15,000–20,000 \$23,200–30,900 €17,800–23,800

PROVENANCE Baldwin Gallery, Aspen

PROPERTY FROM A PRIVATE EUROPEAN COLLECTION

305 **MARILYN MINTER** b.1948

*Gimmie*, 2008

Colour coupler print. 74.5 × 100.5 cm (29 1/4 × 39 1/2 in). This work is from an edition of 5.

**Estimate** £10,000–15,000 \$15,500–23,200 €11,900–17,800

PROVENANCE Galerie Laurent Godin, Paris



306 **MARILYN MINTER** b.1948

*Runs*, 2005

Colour coupler print. 127,5 × 91 cm (50 1/4 × 35 3/4 in). Signed 'M. Minter' on a label adhered to the reverse. This work is an artist's proof aside from a numbered edition of five.

**Estimate** £25,000–35,000 \$38,600–54,100 €29,700–41,600

**PROVENANCE** Baldwin Gallery, Aspen



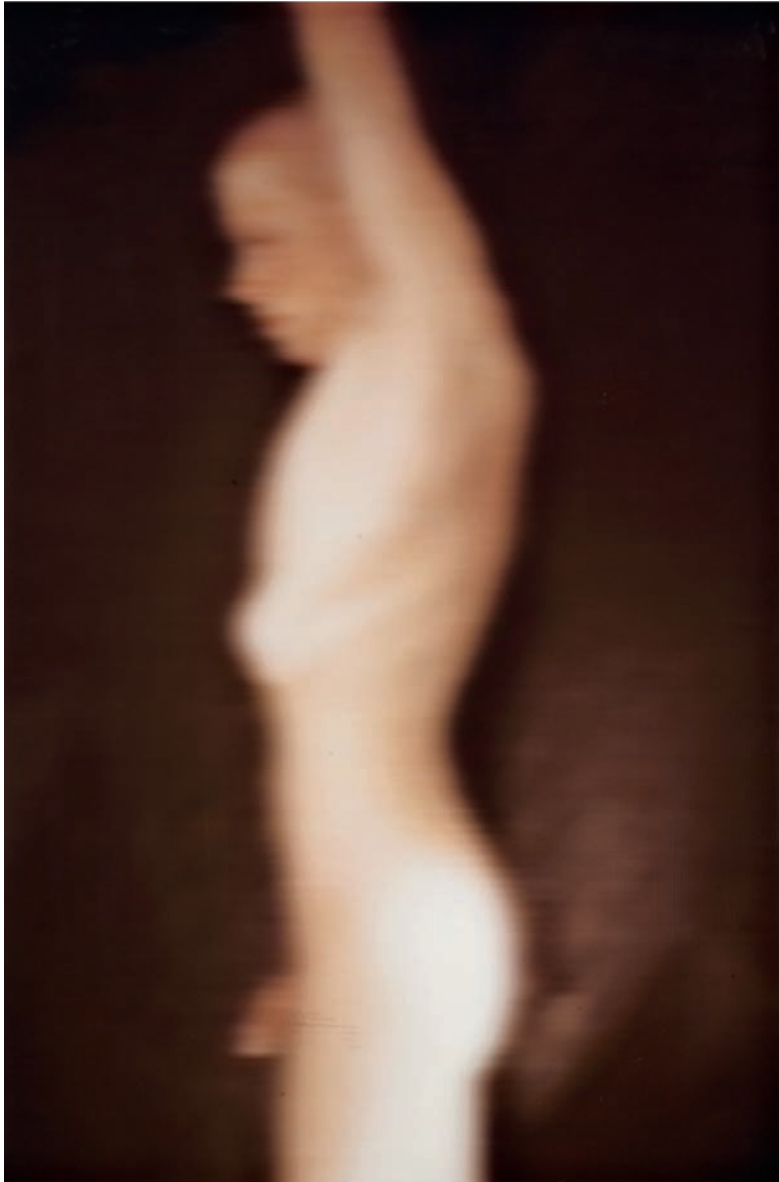
307 **MARINA ABRAMOVIĆ** b.1946

*Image of Happiness*, 1997

C-print. 81.3 × 59.1 cm (32 × 23 1/4 in). Signed dated and numbered 'Marina Abramović '97 AP' in the lower right margin. This work is an AP aside from a numbered edition of three.

**Estimate** £12,000–18,000 \$18,500–27,800 €14,300–21,400 ♣

**PROVENANCE** Exit Art, New York; Sean Kelly Gallery, New York



THIS LOT IS SOLD WITH NO RESERVE

308 **THOMAS RUFF** b. 1958

*Nudes lu 10*, 1999

C-print. 134.9 × 94 cm (53 1/8 × 37 in). Signed, numbered of five and dated 'TH 1999' on the reverse of the mount.

**Estimate** £6,000–8,000 \$9,300–12,400 €7,100–9,500 ♣ ●

**PROVENANCE** Private Collection, Europe

**LITERATURE** M. Houellebecq, *Thomas Ruff Nudes, A Short Story*, Munich, 2003, p. 145 (illustrated)



308A **IZUMI KATO** b. 1969

*M645*, 2003

Oil on canvas. 91 × 65.2 cm (35 7/8 × 25 5/8 in). Signed with artist's monogram, titled in Japanese and dated '2003' on the reverse.

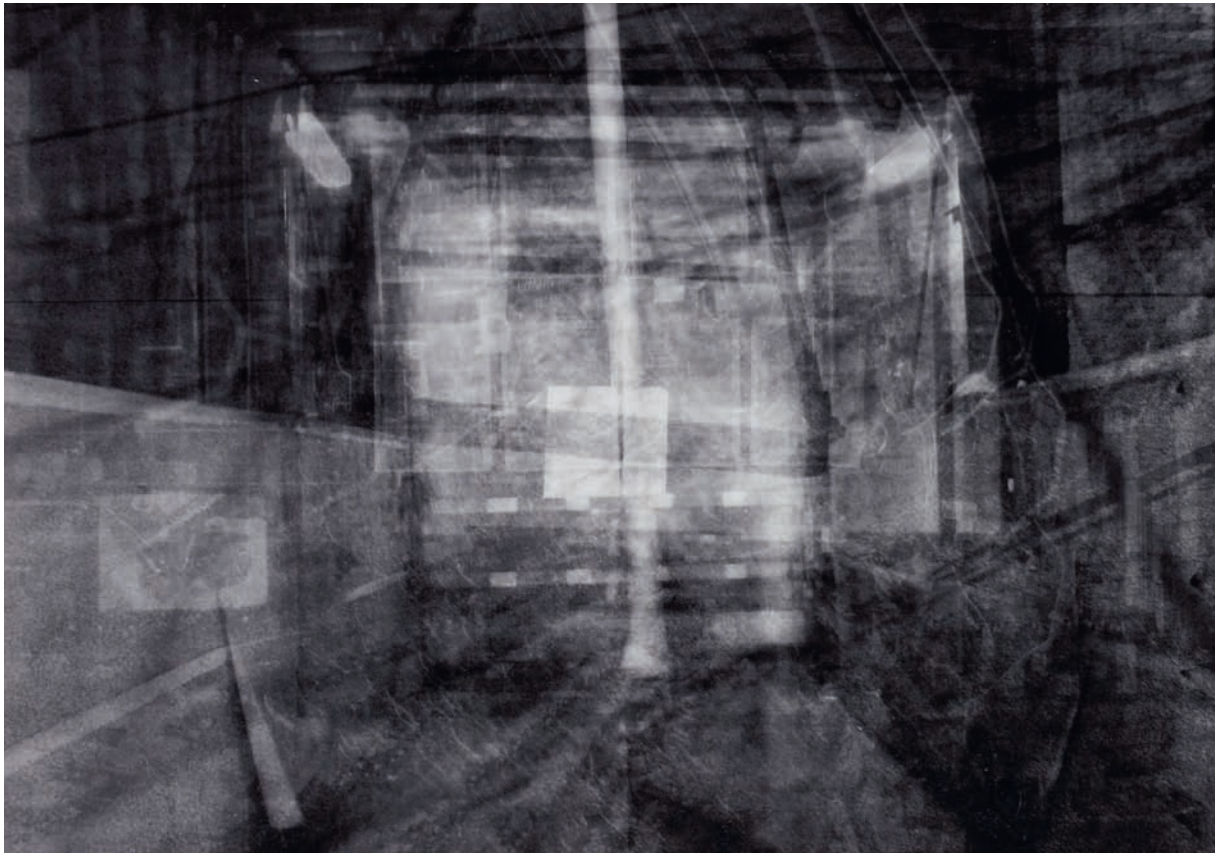
**Estimate** £8,000–12,000 \$12,400–18,500 €9,500–14,300

**PROVENANCE** Murata & Friends Gallery, Berlin; Galleria Enrico Astuni, Bologna/Pietrasanta

**EXHIBITED** Berlin, Murata & Friends Gallery, *Izumi Kato*, 12 November 2004–8 January 2005;

Pietrasanta, Galleria Enrico Astuni, *Izumi Kato*, 17 December 2005–18 February 2006

**LITERATURE** E. Astuni and G. Romano, *Izumi Kato*, Bologna/Pietrasanta, 2005, p. 63 (illustrated)



309



310

THIS LOT IS SOLD WITH NO RESERVE

309 **IDRIS KHAN** b. 1978

*A Memory of New York*, 2007

C-print. 29.5 × 41.5 cm (11 5/8 × 16 3/8 in). Numbered of ten on the reverse.

This work is from an edition of 10 and is accompanied by a certificate of authenticity.

**Estimate** £2,000–3,000 \$3,100–4,600 €2,400–3,600 ▲ ●

PROVENANCE ICA, London

310 **JÖRG SASSE** b. 1962

*2075*, 2003

C-print. 130 × 200 cm (51 1/8 × 78 3/4 in). Signed, titled numbered of 6 and dated '2075 2003 J Sasse' on the reverse. This work is from an edition of six.

**Estimate** £4,000–6,000 \$6,200–9,300 €4,800–7,100

PROVENANCE Galerie Nächst St. Stephan Rosemarie Schwarzwälder, Vienna





311 **ALEX HARTLEY** b.1963

Two works: (i) *Transept*; (ii) *Threshold*, 2007

Satin acid etch glass and lightjet photograph framed. Each: 50 × 68 × 12 cm (19 3/4 × 26 3/4 × 4 7/8 in). (i) Signed, titled, dated 'TRANSEPT 2007 Alex Hartley' and numbered of 5 plus 2 artist's proofs on the reverse; (ii) signed, titled, dated 'THRESHOLD 2007 Alex Hartley' and numbered of 5 plus 2 artist's proofs on the reverse. These works are from an edition of 5 plus 2 artist's proofs.

**Estimate** £4,000–6,000 \$6,200–9,300 €4,800–7,100 ♣ ‡

**PROVENANCE** Victoria Miro, London



312 **MIKE KELLEY** b.1954

*Extracurricular Activity Projective Reconstruction # 13 (Jewess)*, 2004–05  
Piezo print and chromogenic print. Each: 78 × 68 cm (30 3/4 × 26 3/4 in).  
Signed 'M. Kelley' on a gallery label affixed to the reverse. This work is from  
an edition of 5.

**Estimate** £12,000–18,000 \$18,500–27,800 €14,300–21,400 †

**PROVENANCE** Gagosian Gallery, New York





THIS LOT IS SOLD WITH NO RESERVE

313 **WOLFGANG TILLMANS** b.1968

(i) *Cle*, 1991; (ii) *Smokin' Jo, window*, 1995

Two colour coupler prints. Each: 40.6 × 30.5 cm (16 × 12 in). Each signed, titled, numbered

of 10, annotated and dated 'Wolfgang Tillmans Cle ph 12 91, pr WT April 4 93' and 'Wolfgang Tillmans Smokin' Jo, window, ph 1 95, pr WT 7 95'. These works are from an edition of 10 plus 1 artist's proof.

**Estimate** £3,000–5,000 \$4,600–7,700 €3,600–6,000 ♣ ‡ ●

**PROVENANCE** Gallery Daniel Buchholz, Cologne

**EXHIBITED** Bordeaux, CAPC Musée d'Art Contemporain de Bordeaux, *Nan Goldin, Noritoshi Hirakawa, Jack Pierson, Wolfgang Tillmans, Andrea Zittel*, 26 January–24 March 1996 (another example (i) from the edition exhibited)

**LITERATURE** *Nan Goldin, Noritoshi Hirakawa, Jack Pierson, Wolfgang Tillmans, Andrea Zittel*, exh. cat., Bordeaux, 1996, p. 48 ([i] illustrated); M. Horlock, *Wolfgang Tillmans: if one thing matters, everything matters*, Ostfildern-Ruit, 2003, p. 95 ([ii] illustrated)





314 **DASH SNOW** 1981–2009

*Untitled (table drugs, toilet, gun/money)*, 2007

Triptych: digital C-prints. Each: 62.5 × 43.5 cm (24 1/2 × 17 1/8 in). This work is from an edition of 3 plus 1 artist's proof and is accompanied by a certificate of authenticity.

**Estimate** £15,000–20,000 \$23,200–30,900 €17,800–23,800

**PROVENANCE** Peres Projects, Los Angeles

**EXHIBITED** Los Angeles, Peres Projects, *God Spoiled a Perfect Asshole When He Put Teeth in Yer Mouth*, 22 September–10 November 2007



315 **ANDY WARHOL** 1928–1987

*Dollar Bills*, c. 1962

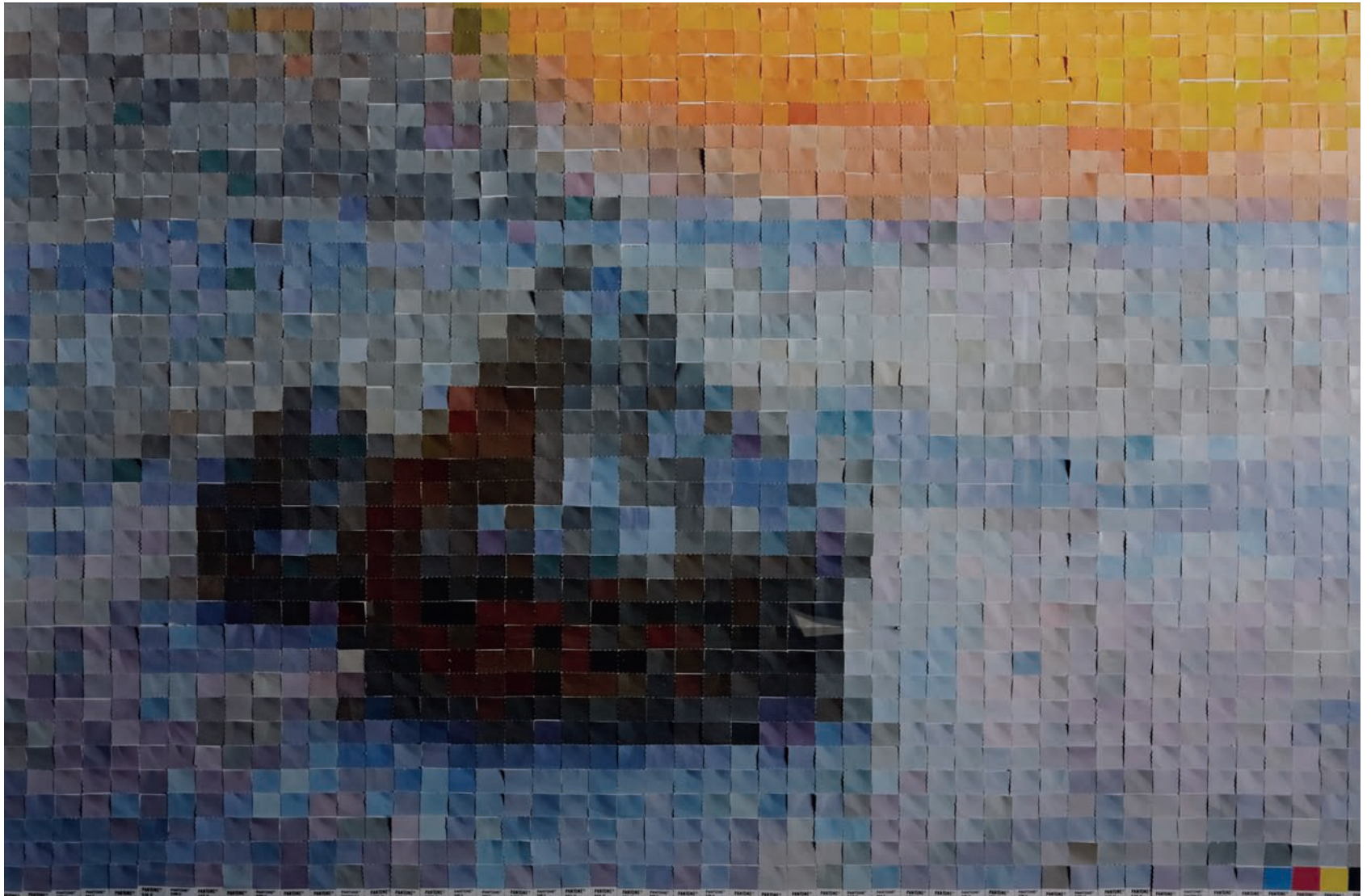
Gelatin silver print. 25.3 × 18.7 cm (10 × 7 3/8 in). Signed 'Andy Warhol'  
lower right.

**Estimate** £10,000–15,000 \$15,500–23,200 €11,900–17,800

**PROVENANCE** Sonnabend Collection, Paris; Private Collection, London







316 **VIK MUNIZ** b. 1961

*After Claude Monet from Pictures of Colour, 2001*

C-print. 179.1 × 269.9 cm (70 1/2 × 106 1/4 in). Signed and dated 'Vik Muniz 2001' on a label adhered to the reverse. This work is from an edition of 3.

**Estimate** £25,000–30,000 \$38,600–54,100 €29,700–41,600 ‡

**PROVENANCE** Galerie Xippas, Paris; Private Collection, Houston

**LITERATURE** G. Celant, *Brazil in Venice: XLIV Biennial of Brazil Connects Venice*, Sao Paolo, Associação Brasil + 500, 2001, n.p. (illustrated); *Vik Muniz*, exh. cat. Rome, Museo d'Arte Contemporanea, 2003, p. 165, (illustrated); J. Elkins, M. Dos Anjos, S. Rice, *Obra Incompleta: Vik Muniz*, Rio de Janeiro, 2004, p. 208 (illustrated)



317 **VIK MUNIZ** b.1961

*Jorge from Pictures of Magazines*, 2009

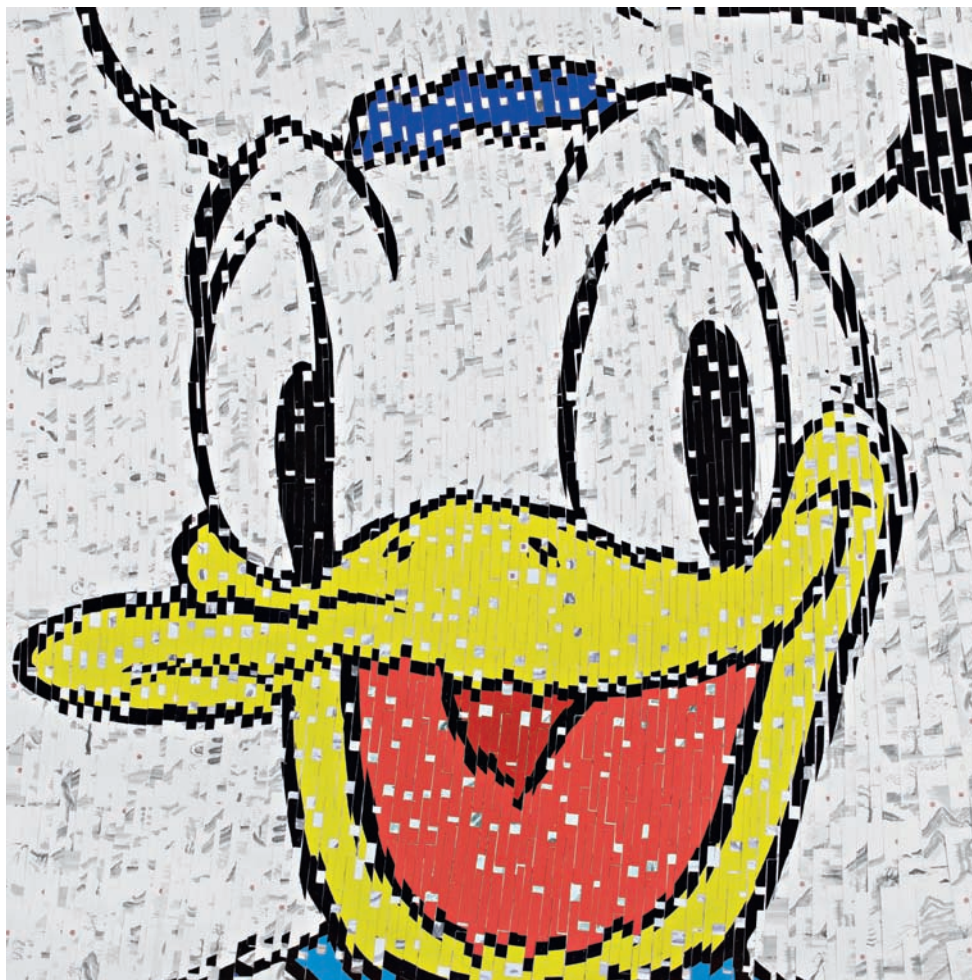
Chromogenic print. 127 × 101.6 cm (50 × 40 in). Signed and dated 'Vik Muniz 2009' on a label adhered to the reverse. This work is from an edition of 6.

**Estimate** £8,000–12,000 \$12,400–18,500 €9,500–14,300 ₺

**PROVENANCE** Galeria Fortes Vilaça, Sao Paulo



318



319

318 **DAVID MACH** b. 1956

*Bankside - Deep*, 2000

Magazine collage, oil pastel and ballpoint pen. 101 × 121 cm (39 1/4 × 47 1/2 in).  
Collage signature 'Mach' lower right.

**Estimate** £4,000–6,000 \$6,200–9,300 €4,800–7,100 ♣

**PROVENANCE** Jill George Gallery, London

319 **DAVID MACH** b. 1956

*Donald Duck*, 2010

Mixed media postcards on wooden panel. 154.4 × 152.4 cm (60 × 60 in).

**Estimate** £4,000–6,000 \$6,200–9,300 €4,800–7,100 ♣

**PROVENANCE** Acquired directly from the artist; Private Collection, London

320 **DAVID MACH** b. 1956

*Mickey Head*, 2010

Coat hangers. 50 × 65 × 80 cm (19 5/8 × 25 5/8 × 31 1/2 in). This work is from an edition of 4.

**Estimate** £8,000–12,000 \$6,200–9,300 €4,800–7,100 ♣

**PROVENANCE** Acquired directly from the artist; Private Collection, Geneva





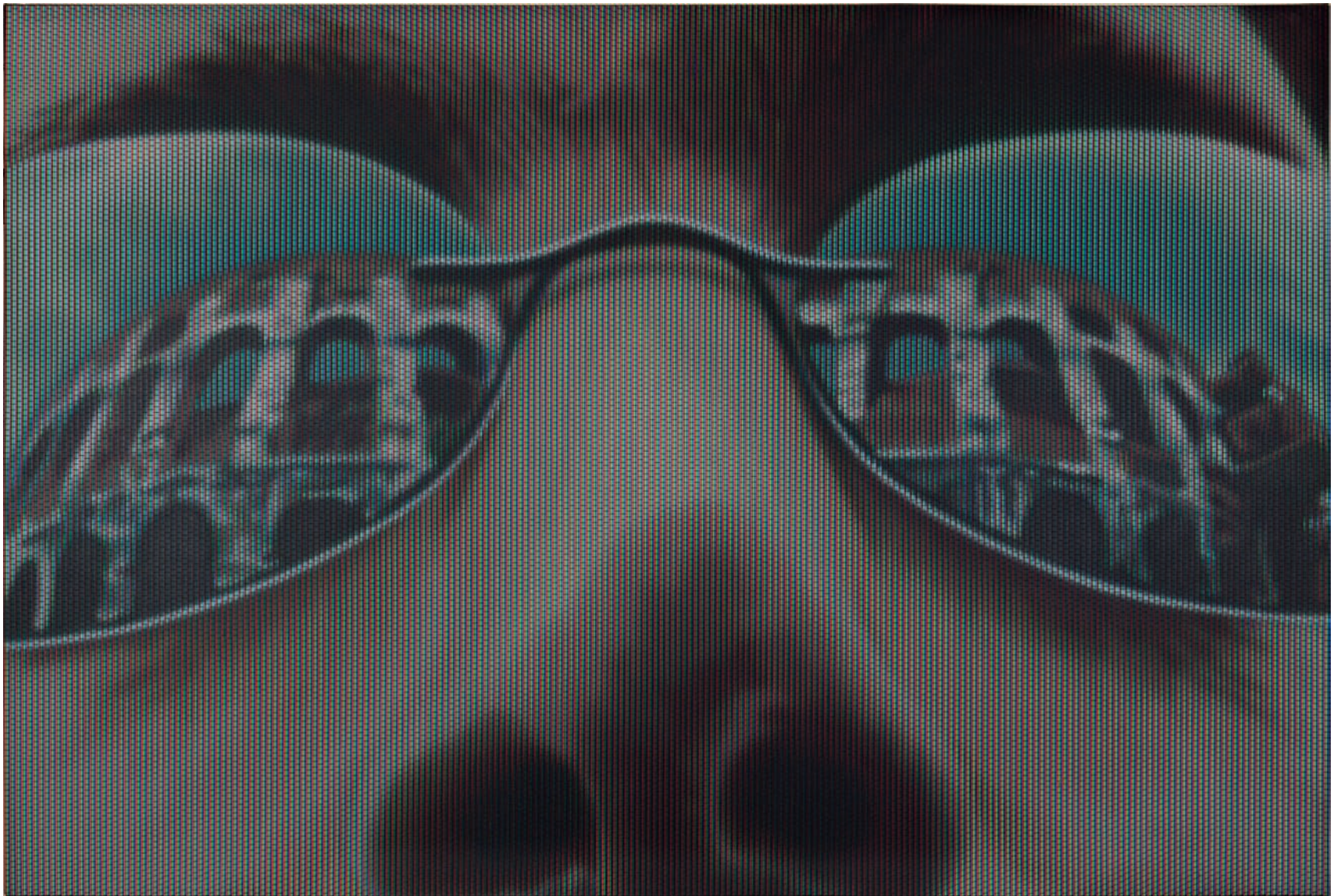
321 **JIM SHAW** b. 1952

*Dream Object* (from a *New Yorker* spot illustration of a dock in a surrealist fog with antlers), 1999–2000

Oil on canvas. 56.5 × 91.4 cm (22 1/4 × 36 in.).

**Estimate** £10,000–15,000 \$15,500–23,200 €11,900–17,800 ♣

**PROVENANCE** Metro Pictures, New York



322 **CRISTIANO PINTALDI** b.1970

*Untitled, 2001*

Acrylic on canvas. 140 × 210 cm (55 1/8 × 82 3/4 in). Signed with artist's monogram and dated '01' on the reverse.

**Estimate** £8,000–12,000 \$12,400–18,500 €9,500–14,300 ♣

**PROVENANCE** Galeria Mário Sequeira, Braga

323 **MANUEL PEDRO and MIGUEL PABLO ROSADO** b. 1971

*Sin título (Serie Preview) II*, 2003

Coloured resin sculpture. 162 × 55 × 35 cm (63 3/4 × 21 5/8 × 13 3/4 in).

**Estimate** £3,000–5,000 \$4,600–7,700 €3,600–6,000

**PROVENANCE** Galería Pepe Cobo, Madrid







324 **KATHARINA FRITSCH** b.1956

*Pudl*, 1995

Painted plaster. 17 x 41 x 44 cm (6 5/8 x 16 1/8 x 17 7/8 in). Signed 'K. Fritsch' and numbered from an edition of 64. This work is from an edition of 64.

**Estimate** £6,000–8,000 \$9,300–12,400 €7,100–9,500 ♣

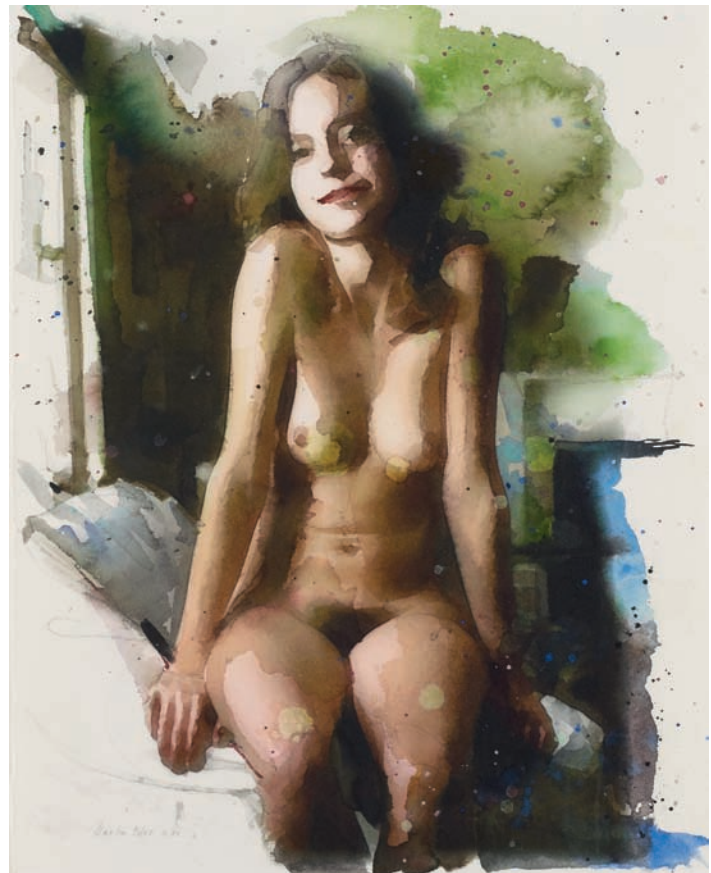
**PROVENANCE** Galerie Johnen Schöttle, Cologne



325



326 (i)



326 (ii)

325 **JOSÉ MARIA SICILIA** b.1954  
*Untitled (Cat drawing, 1001 Nights series)*, 1998  
 Watercolour on paper. 50 × 50 cm (19 5/8 × 19 5/8 in). Initialled and dated  
 'JMS '98' lower right.

**Estimate** £4,000–6,000 \$6,200–9,300 €4,800–7,100 ♣

PROVENANCE Albion Gallery, London

326 **MARTIN EDER** b.1968  
 Two works: (i) *Untitled*; (ii) *Untitled*, 2005  
 Watercolour and graphite on paper. Each: 28.5 × 22.5 cm (11 1/4 × 8 7/8 in).  
 (i) Signed and dated 'Martin Eder 11/05' lower right; (ii) signed and dated  
 'Martin Eder 16/05' lower left.

**Estimate** £3,000–5,000 \$4,600–7,700 €3,600–6,000 ♣ ‡

PROVENANCE Galerie Eigen + Art, Berlin



327 **DIETMAR LUTZ** b. 1968

*Mathematics*, 2002

Acrylic on canvas. 195 × 162 cm (77 3/4 × 63 3/4 in). Signed, titled and dated  
'Dietmar Lutz mathematics 2002' on the reverse.

**Estimate** £2,000–3,000 \$3,100–4,600 €2,400–3,600 ♣

**PROVENANCE** Emily Tsingou Gallery, London



328 **STEPHAN BALKENHOL** b. 1973

Two works: *Untitled*, c. 1990

Oil on carved wawa wood. Woman: 67 × 51 × 4.5 cm (26 3/8 × 20 × 1 3/4 in);

Man: 68.5 × 55 × 5 cm (27 × 21 1/2 × 2 in).

**Estimate** £18,000–22,000 \$27,800–34,000 €21,400–26,200 ♣

**PROVENANCE** Galerie Rüdiger Schöttle, Munich





329



330

329 **A.R. PENCK** b.1939

*Untitled*

Watercolour and acrylic on paper. 41.5 × 21.3 cm (16 3/8 × 8 3/8 in).  
Signed 'ar penck' lower right.

**Estimate** £2,000–3,000 \$3,100–4,600 €2,400–3,600 ♣

**PROVENANCE** Contemporary Fine Arts, Berlin

330 **JOHN BOCK** b.1965

*Untitled (250505.3)*, 2005

Mix media collage on magazine paper. 26.5 × 35 cm (10 1/2 × 13 1/4 in).  
Inscribed '250505.3' lower right.

**Estimate** £1,000–1,500 \$1,500–2,300 €1,200–1,800 ♣

**PROVENANCE** Klosterfelde, Berlin



331 **JONATHAN MEESE** b. 1970

*Untitled, 2007*

Gelatin silver print mounted on Plexiglas in wooden frame. 180,5 × 130 cm (70 7/8 × 51 1/8 in). Signed and dated 'J Meese 07' twice on the reverse. This work is unique

**Estimate** £7,000–9,000 \$10,800–13,900 €8,300–10,700 ♠

**PROVENANCE** Contemporary Fine Arts, Berlin



332 **TAL R** b. 1967

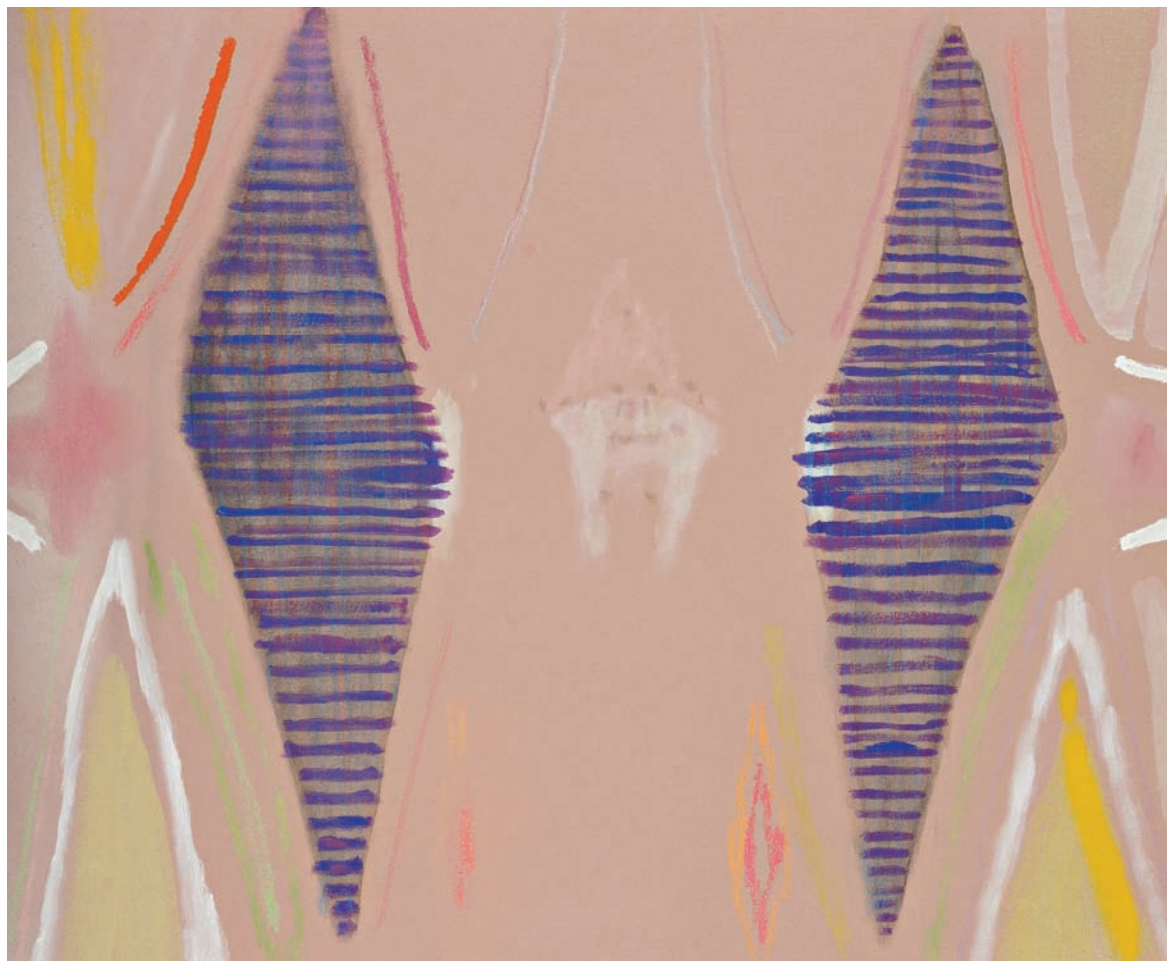
*Snake Style*, 1998

Xerox, paper and wood collage, ink, felt tip pen, coloured pencil, graphite and watercolour on paper. 65.5 × 42 cm (25 3/4 × 16 1/2 in). Signed with artist's monogram and dated '98' lower right. Signed, titled and dated 'Snake Style 1998 Tal R' on the reverse.

**Estimate** £5,000–7,000 \$7,700–10,800 €6,000–8,300 ♣

**PROVENANCE** Contemporary Fine Arts, Berlin; Private Collection, Europe





333



334

THIS LOT IS SOLD WITH NO RESERVE

333 **HIROSHI SUGITO** b. 1970

*For the Spider Song*, 2004

Acrylic on canvas. 53 × 65.5 cm (20 7/8 × 25 3/4 in). Signed, titled and dated 'HIROSHI SUGITO 2004 "for the spider song"' on the reverse.

**Estimate** £3,000–4,000 \$4,600–6,200 €3,600–4,800 ●

**PROVENANCE** Galeria Fortes Vilaça, Sao Paulo; Private Collection, Europe

334 **PHILLIP ALLEN** b. 1967

*The Works (Single Dream Version)*, 2004

Oil on board. 61 × 76 × 8 cm (24 × 30 × 3 1/8 in). Signed, titled and dated 'PHIL ALLEN "The Works (Single Dream Version)" 2004' on the reverse.


**Estimate** £4,000–6,000 \$6,200–9,300 €4,800–7,100 ♠

**PROVENANCE** Xavier Hufkins, Brussels

335 **DAVID BREUER-WEIL** b. 1965

*Descendent*, 2010

Cast bronze with brown patina. 84 × 51 × 20 cm (33 × 20 × 8 in). This work is from an edition of 6 plus 1 artist's proof and is accompanied by a certificate of authenticity signed by the artist.

**Estimate** £20,000–30,000 \$30,900–46,400 €23,800–35,700 

**PROVENANCE** Acquired directly from the artist

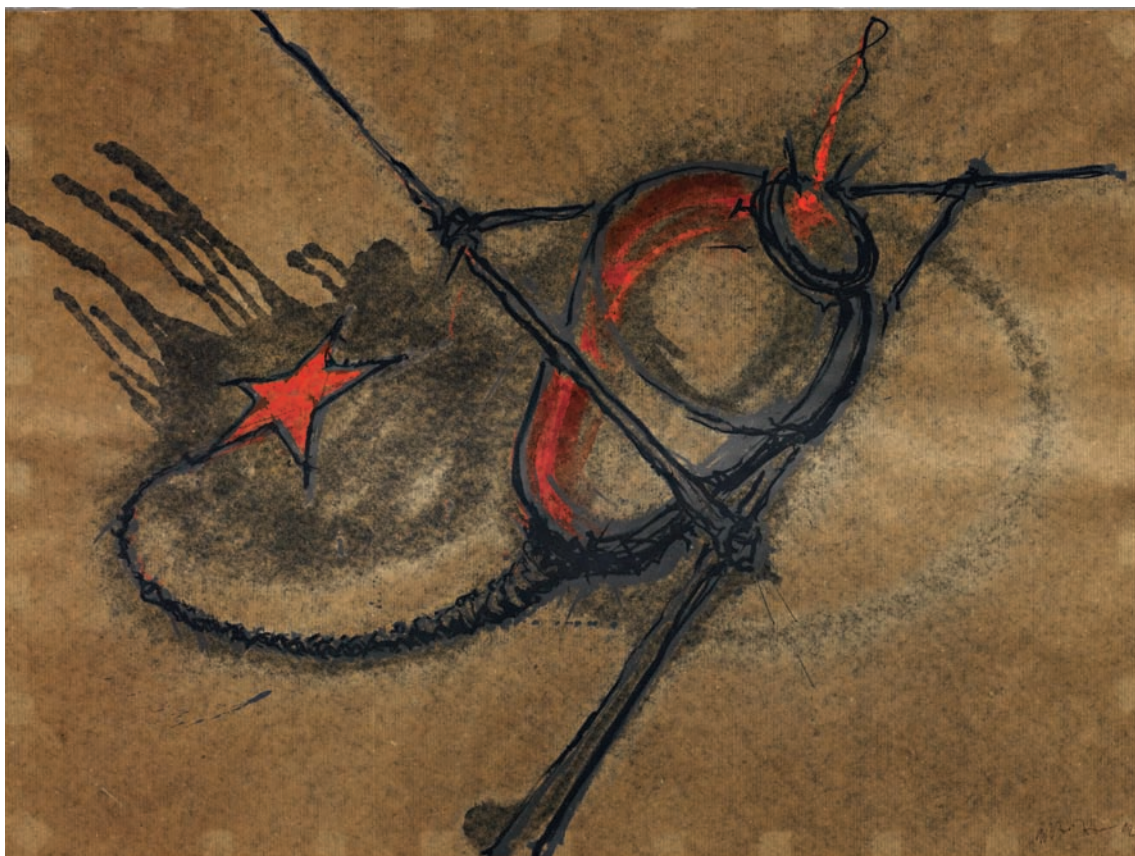
"This bronze is a three-dimensional representation of the passing of time. The human figure is composed of countless heads signifying the genetic presence of ancestors in each human being. It is a profound and innovative icon of the human condition, bringing into visual form the biological fact that every living being contains the encoded traces of figures stretching back millennia. It relates closely to a series of paintings of a similar motif, most notably *Headman*, 1999."

John Russell Taylor, *Breuer-Weil, The Project*, London, 2001, p. 25





336



337

336 **WIFREDO LAM** 1902–1982

*L'Oiseau de feu (A & B)*, 1970

Polished brass and chrome-plated metal in two parts. Each: 26 × 14 × 9 cm (10 1/4 × 5 1/2 × 3 1/2 in). Each incised with signature 'WLam' and edition number. This work is from an edition of 500.

**Estimate** £5,000–7,000 \$7,700–10,800 €6,000–8,300

**PROVENANCE** International sculpture exhibition, Ca' Zenobia di Sommacampagna, Verona  
**EXHIBITED** Verona, Ca' Zenobia di Sommacampagna, *Mostra internazionale di scultura Ca' Zenobia*, August–September 1978

**LITERATURE** A. Rudi, *70 scultori contemporanei: Mostra internazionale di scultura Ca' Zenobia*, exh. cat., Verona, 1978, n.p. (illustrated); *Wifredo Lam: The Messenger*, exh. cat., Tresart, Miami, 2006, pp. 28–29, no. 12 (another from the edition illustrated)

337 **GILBERTO ZORIO** b. 1944

*Untitled*, 1992

Watercolour and acrylic on paper. 55.3 × 75.3 cm (21 3/4 × 29 5/8 in). Signed and dated 'Gilberto Zorio, '92' lower right.

**Estimate** £5,000–7,000 \$7,700–10,800 €6,000–8,300 ♣

**PROVENANCE** Lisson Gallery, London



338 **PIERRE SOULAGES** b.1919

*Untitled, 2007*

Screenprint on stainless steel. 100 × 79 cm (39 3/8 × 31 1/8 in). Signed 'Soulages' and numbered of 8 lower right. This work is from an edition of 8 plus 2 artist's proofs and is accompanied by a certificate of authenticity signed by the artist.

**Estimate** £25,000–35,000 \$38,600–54,100 €29,700–41,600 ♣

**PROVENANCE** Private Collection, France



339 **LUCIAN FREUD** b.1922

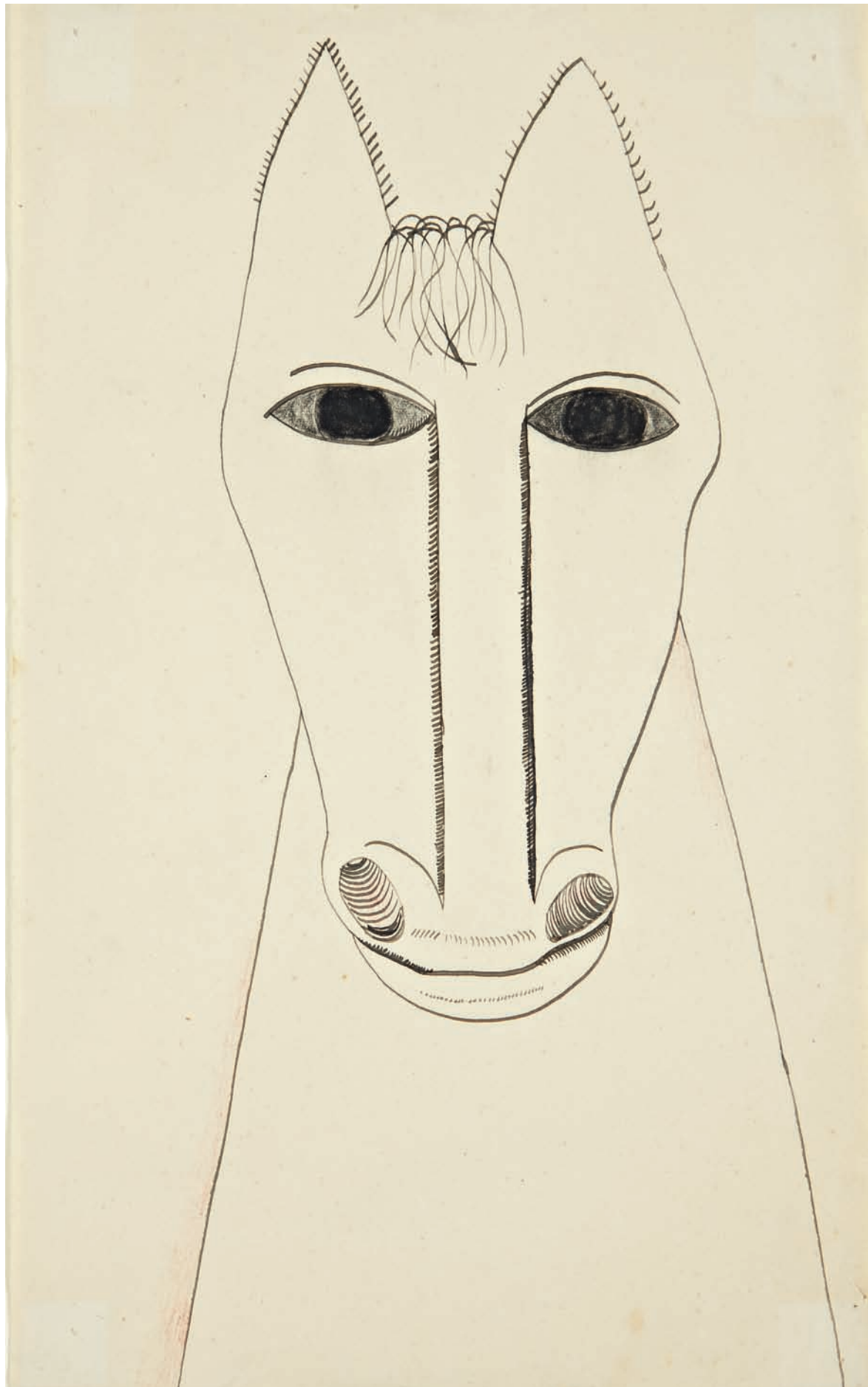
*Untitled (Bird)*, 1947

Ink on paper. 20.3 × 33 cm (8 × 13 in).

**Estimate** £20,000–30,000 \$30,900–46,400 €23,800–35,700 ♣

**PROVENANCE** Acquired directly from the artist

This work has been verified by the artist.



340 **LUCIAN FREUD** b.1922

*Untitled (Horse)*, 1947

Ink on paper. 33 × 20.3 cm (13 × 8 in).

**Estimate** £30,000–40,000 \$46,400–61,800 €35,700–47,600 ♣

**PROVENANCE** Acquired directly from the artist

This work has been verified by the artist.



341 **NALBI** b. 1965

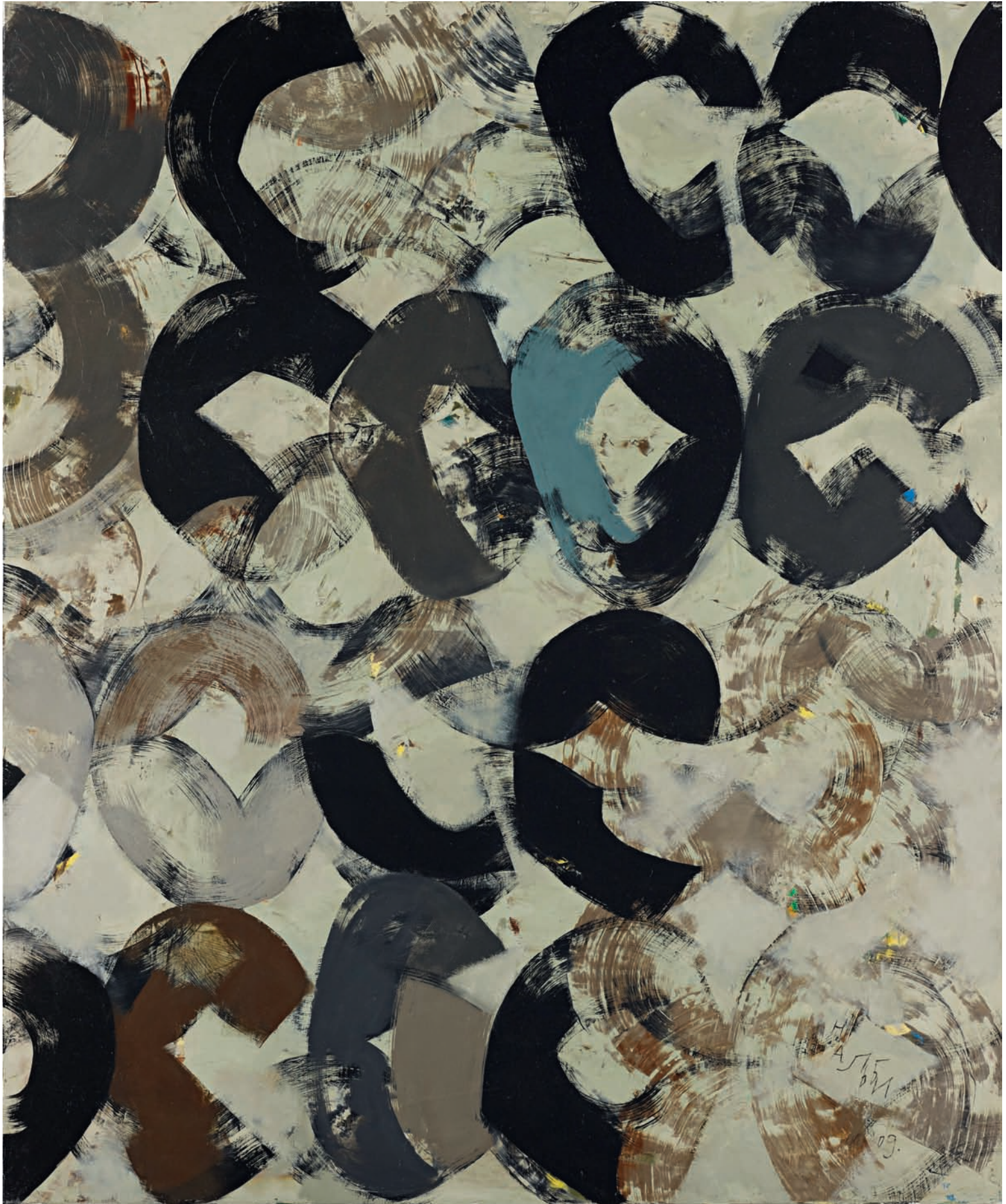
*Composition 25.03.10, 2010*

Oil on canvas. 160 × 140 cm (63 × 55 1/8 in). Signed, titled in Cyrillic and dated 'NALBI Composition 25.03.10 2010' on the reverse.

**Estimate** £10,000–12,000 \$15,500–18,500 €11,900–14,300 ‡

**PROVENANCE** Private Collection, Moscow





342 **NALBI** b. 1965

*Composition 17.02.09, 2009*

Oil on canvas. 120 × 100 cm (47 1/4 × 39 3/8 in). Signed, titled in Cyrillic and dated 'NALBI Composition 17.02.09 2009' on the reverse.

**Estimate** £8,000–10,000 \$12,400–15,500 €9,500–11,900 ₺

**PROVENANCE** Private Collection, Moscow



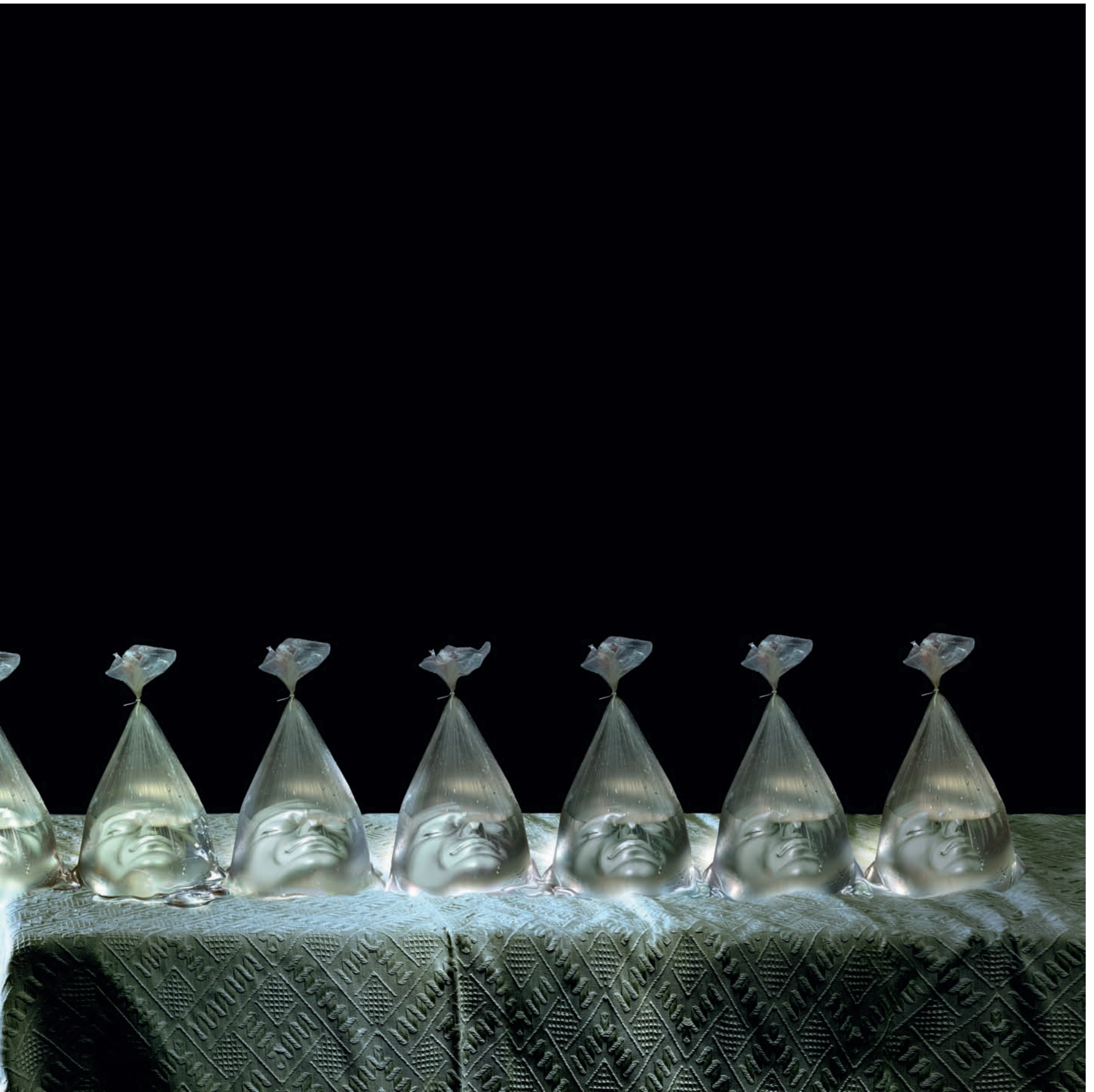
343 **KONSTANTIN KHUDYAKOV** b.1945

*The Last Supper, 2007*

Ultrachrome print on canvas. 110 × 220 cm (43 1/4 × 86 5/8 in). Signed, titled in Cyrillic and dated 'Konstantin Khudyakov The Last Supper 2007' on the reverse. This work is unique.

**Estimate** £15,000–20,000 \$23,200–30,900 €17,800–23,800 ♣ ‡

**PROVENANCE** Private Collection, Moscow





344 **ANDRIY HALASHYN** b.1979

*Best Friend*, 2010

Oil on canvas. 148 × 119 cm (58 1/4 × 46 7/8 in). Signed, titled and dated 'Andriy Halashyn Best Friend 2010' on the reverse.

**Estimate** £4,000–6,000 \$6,200–9,300 €4,800–7,100 ♣ ‡

**PROVENANCE** Collection Gallery, Kiev



345 **VINNY REUNOV** b. 1963

*Broadcast Recycle*, 2009

Oil on canvas. 200 × 150 cm (78 3/4 × 59 in). Signed, titled and dated 'Vinny Reunov "BROADCAST Recycle", 2009' on the reverse.

**Estimate** £10,000–15,000 \$15,500–23,200 €11,900–17,800 ♣ ‡

PROVENANCE Art-Agent Ukr Gallery, Kiev



346 **OLEG TISTOL** b. 1960

*Lamp*, 2010

Acrylic on canvas. 200 × 140 cm (78 3/4 × 55 1/8 in). Signed in Cyrillic and dated 'O.Tistol 2010' lower edge. Signed in Cyrillic and English, titled and dated in Cyrillic 'Oleg Tistol 2010 lamp' on the reverse.

**Estimate** £12,000–18,000 \$18,500–27,800 €14,300–21,400 ♣ ‡

**PROVENANCE** Art-Agent Ukr Gallery, Kiev

"Tistol's latest project *UBK* (the abbreviation for Southern Coast of Crimea), on which he had been working since 2006, features a new stereotype as well. Tistol says: 'Palm trees for me, just as for all other people, are the symbols of paradise. Moreover, in our tradition, the fir tree is a substitute for the palm. Therefore, I always perceived the palm as our 'national tree'. One can also add here the summer, the Yalta seafront, and the holiday-like feeling of light-heartedness...' In contrast to his earlier works, here the irony changes into gentle humour, the grotesque – into lyricism, and the depicted object's

interpretation – into rather exquisite aestheticism. In this series, one can find neither complex design nor intricate historical-cultural reflections nor that collision of meanings, images, and spaces that were characteristic of his earlier works. Here, the artist comes to the peculiar 'trivialization of the exotic' and poeticizing of the everyday life, where the banal turns into the festive and the unusual... It is not accidental that the project includes several series of prints made against the background of the pages from school notebooks. In his 'Palms', Tistol again enters the territory of pop art surprisingly demonstrating the closeness of contemporary perception to 'the acceptance of life in all its fullness' formulated by Tom Wesselmann in the 60s. However, the impossibility for the artist to transcend stereotypes in the media epoch enables him/her to create new works through their mutual collision in artistic context and through their assumption of unexpected meanings."

G. Sklyarenko, *Oleg Tistol's 'Khudfond': Something About the Beauty of Stereotype*, Moscow: Khudfond, Museum of Modern Art, 2009



347 **ANATOLIY KRIVOLAP** b.1946

*Moon above the river, 2008*

Oil on canvas. 150 × 150 cm (59 × 59 in). Signed, titled in Cyrillic and dated 'Anatoliy Krivolap Moon above the river 19/IX – 2008' on the reverse.

**Estimate** £20,000–25,000 \$30,900–38,600 €23,800–35,700 ♣ †

**PROVENANCE** Art-Agent Ukr Gallery, Kiev

**EXHIBITED** Kiev, Ukrainian National Art Museum, *Structures*, 27 March–9 April 2009

"Anatoliy Krivolap is one of the members of a 'Pictorial Reserve' art group, which in the early 1990s became concerned with liberation of an artwork's surface from any indications of real life as its main objective. Kryvolap continued to explore the means of colour and its effect on our perception; he decomposes painting

into colours and puts it back together, like a construction set. He prefers horizontal composition and explosive manner of painting. His vivid and sappy, captivating with saturation landscapes set an example of so-called 'new Ukrainian landscape art', based on a contemporary perception of signs and symbols and preservation of a remaining spirit of traditional landscape art."

Mariya Khrushchak, 'Hero of Labour', *Afisha Magazine*, December 2008, p.62



348 **REY GOST** b. 1966

*Mickey the Rat (the morning after)*, 2010

Inkjet print laid on canvas. 150 × 100 cm (59 × 39 3/8 in). Signed and dated 'Rey Gost 2010' on the reverse. This work is unique.

**Estimate** £4,000–6,000 \$6,200–9,300 €4,800–7,100 ♣ ‡

**PROVENANCE** Acquired directly from the artist





349 **YURIY NAGULKO** b.1954

*Inscriptions*, 2008

Oil on canvas. 70 × 80 cm (27 1/2 × 31 1/2 in). Signed, titled in Cyrillic and dated 'Yuriy Nagulko "Inscriptions" 2008' on the reverse.

**Estimate** £4,000–6,000 \$6,200–9,300 €4,800–7,100 ♣ ‡

**PROVENANCE** Art Centre Maecenas, Kiev

**LITERATURE** Y. Nagulko, *Abstraction of Reality*, Kiev, 2009, p. 154 (illustrated)



350



351

350 **ENZO CUCCHI** b. 1949  
*La Stanza del Fiato*, 1985  
 Ink on paper. 16 × 11 cm (6 1/4 × 4 3/8 in).

**Estimate** £4,000–6,000 \$6,200–9,300 €4,800–7,100 ♣

**PROVENANCE** Galeri Mustad, Sweden  
**EXHIBITED** Paris, Centre Georges Pompidou, *Enzo Cucchi*, 3 June–24 August 1986

351 **TIM EITEL** b. 1971  
*Feuerstelle*, 2005  
 Oil on canvas. 24 × 24 cm (9 1/2 × 9 1/2 in).

**Estimate** £4,000–6,000 \$6,200–9,300 €4,800–7,100 ♣

**PROVENANCE** Eigen + Art, Berlin



352 **SLAWOMIR ELSNER** b. 1976

*Lichterscheinung I*, 2003

Acrylic on canvas. 85 × 130 cm (33 1/2 × 51 1/8 in).

**Estimate** £6,000–8,000 \$9,300–12,400 €7,100–9,500 ♠

**PROVENANCE** Galerie Johnen & Schöttle, Berlin



353 **SOPHIE VON HELLERMANN** b.1975

*Having no desire to be entertained*, 2001

Acrylic on canvas. 160 × 200 cm (63 × 78 3/4 in). Signed and dated 'Sophie von Hellermann 2001' on the stretcher.

**Estimate** £3,500–4,500 \$5,400–7,000 €4,200–5,400 ♣

**PROVENANCE** Vilma Gold, London



354 **KIKI SMITH** b.1954

Two works: *Untitled (Life Flower II)*; *Untitled (Life Flower V)*, 2005

Pencil on Mulberry paper with artist's blood in artist's frame. Each: 51 × 43 cm (20 1/8 × 17 in). Each signed and dated 'Kiki Smith 2005' lower right. These works are accompanied by certificates of authenticity signed by the artist.

**Estimate** £8,000–12,000 \$12,400–18,500 €9,500–14,300 ♣

**PROVENANCE** Galleria Lorcan O'Neil, Rome


**LITERATURE** V.Katz & V. Bittencourt, *KIKI SMITH – The Venice Story*, Milan, 2006, p.69 (illustrated)



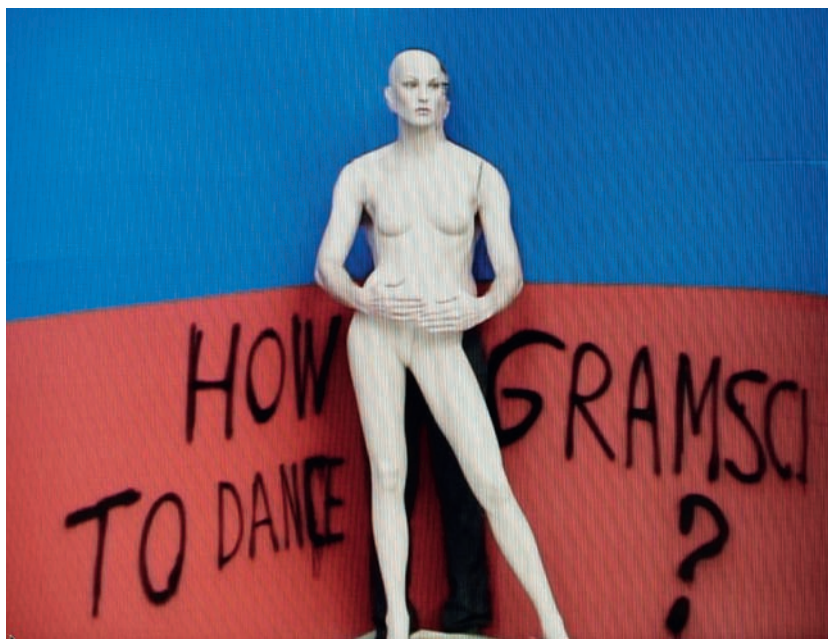
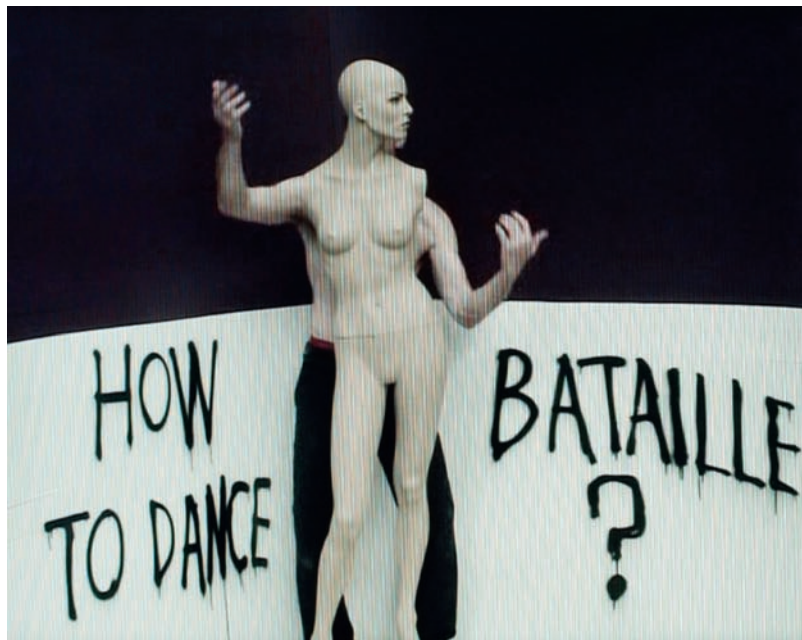
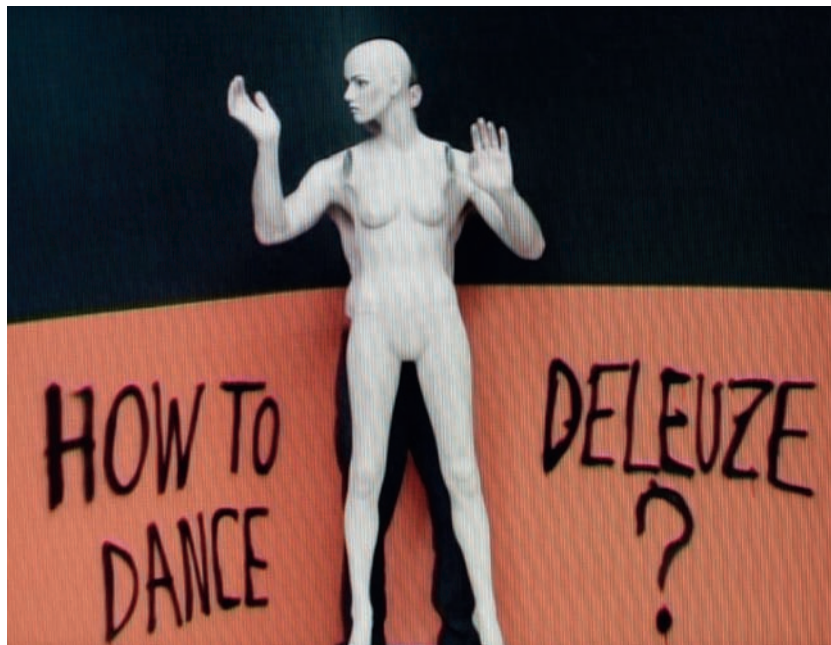
355 **KIKI SMITH** b.1954

*Eve*, 2001

Resin, marble dust and graphite on stone plinth. Statue: 49 × 13 × 12 cm (19 3/8 × 5 1/8 × 4 3/4 in); base: 3.8 × 15.1 × 17.2 cm (1 1/2 × 6 × 6 3/4 in). Signed and dated 'K. K. Smith 2001' and numbered of 5 on the base of the plinth. This work is from an edition of 5.

**Estimate** £60,000–80,000 \$92,700–124,000 €71,400–95,000 

**PROVENANCE** Galleria Raffaella Cortese, Milan



356 **THOMAS HIRSCHORN** b. 1957

*Dancing Philosophy: (i) How to Dance Bataille?; (ii) How to Dance Deleuz;*  
*(iii) How to Dance Spinoza; (iv) How to Dance Gramsci, 2007*

Four digital Betacam PAL videotapes. Duration lengths: (i) 4' 05"; (ii) 5' 25";  
 (iii) 4' 23"; (iv) 3' 37". Installation dimensions variable.

**Estimate** £15,000–20,000 \$23,200–30,900 €17,800–23,800 †

PROVENANCE Galerie Chantal Crousel, Paris



357 **GARY WEBB** b.1973

*Capital Claw*, 2002

Perspex, plastic moulded rock, polished steel, glass, rubber matting and strobe lights.

196 x 131 x 131 cm (77 1/4 x 51 1/2 x 51 1/2 in). This work is unique.

**Estimate** £4,000–6,000 \$6,200–9,300 €4,800–7,100 ♣

**PROVENANCE** The Approach, London

**EXHIBITED** London, The Royal Academy of Arts, *The Galleries Show*, September 2002





358



359

358 **STEFAN HIRSIG** b. 1966

*Monteverdi*, 1999

Acrylic on canvas. 250 x 250 cm (98 1/2 x 98 1/2 in). Signed and dated 'S.HIRSIG 99' on the reverse.

**Estimate** £1,500–2,000 \$2,300–3,100 €1,800–2,400 ♣

**PROVENANCE** Private Collection, UK

359 **DAVID BAXTER**

*Harecroft Towed Mower Office Set. No 4*, 2001

Acrylic on canvas. 213.3 x 183 cm (84 x 72 in).

**Estimate** £2,000–3,000 \$3,100–4,600 €2,400–3,600 ♣

**PROVENANCE** Acquired directly from the artist



360

360 **CHANTAL JOFFE** b. 1969

*Untitled*, 2006

Oil on board. 91.5 × 305 × 6.5 cm (36 × 120 × 2 1/2 in). Signed and dated 'Chantal Joffe 2006' on the reverse.

**Estimate** £10,000–15,000 \$15,500–23,200 €11,900–17,800 ♣

**PROVENANCE** Victoria Miro, London



361

361 **STELLA VINE** b. 1969

*Otis*, c. 2004

Oil on board. Diameter: 112 cm (44 in).

**Estimate** £5,000–7,000 \$7,700–10,800 €6,000–8,300 ♣

**PROVENANCE** The Fine Art Society, London

**EXHIBITED** Oxford, Modern Art Oxford, *Stella Vine*, 17 July–23 September 2007

**LITERATURE** *Stella Vine*, exh. cat., Modern Art Oxford, Oxford 2007, p. 31 (illustrated); R. Dormant, 'Stella Vine: Well blow me down, she's good after all', *Telegraph*, 28 August 2007 (illustrated)



362 **PETER STAUSS** b.1966

*Missionschule*, 1999

Oil on canvas. 210 × 180 cm (82 3/4 × 70 7/8 in). Signed, titled and dated 'Stauss 99 Missionschule' on the reverse.

**Estimate** £2,000–3,000 \$3,100–4,600 €2,400–3,600 ♣

**PROVENANCE** Acquired directly from the artist





363 **STERLING RUBY** b. 1972

*Spatial Facial/Globous Stack*, 2007

Collage on poster. 88 × 60 cm (34 1/2 × 23 1/2 in). Signed and dated 'Sterling Ruby 07' in the lower right corner. This work is unique.

**Estimate** £6,000–8,000 \$9,300–12,400 €7,100–9,500 ♣

**PROVENANCE** Bernier/Eliades, Athens



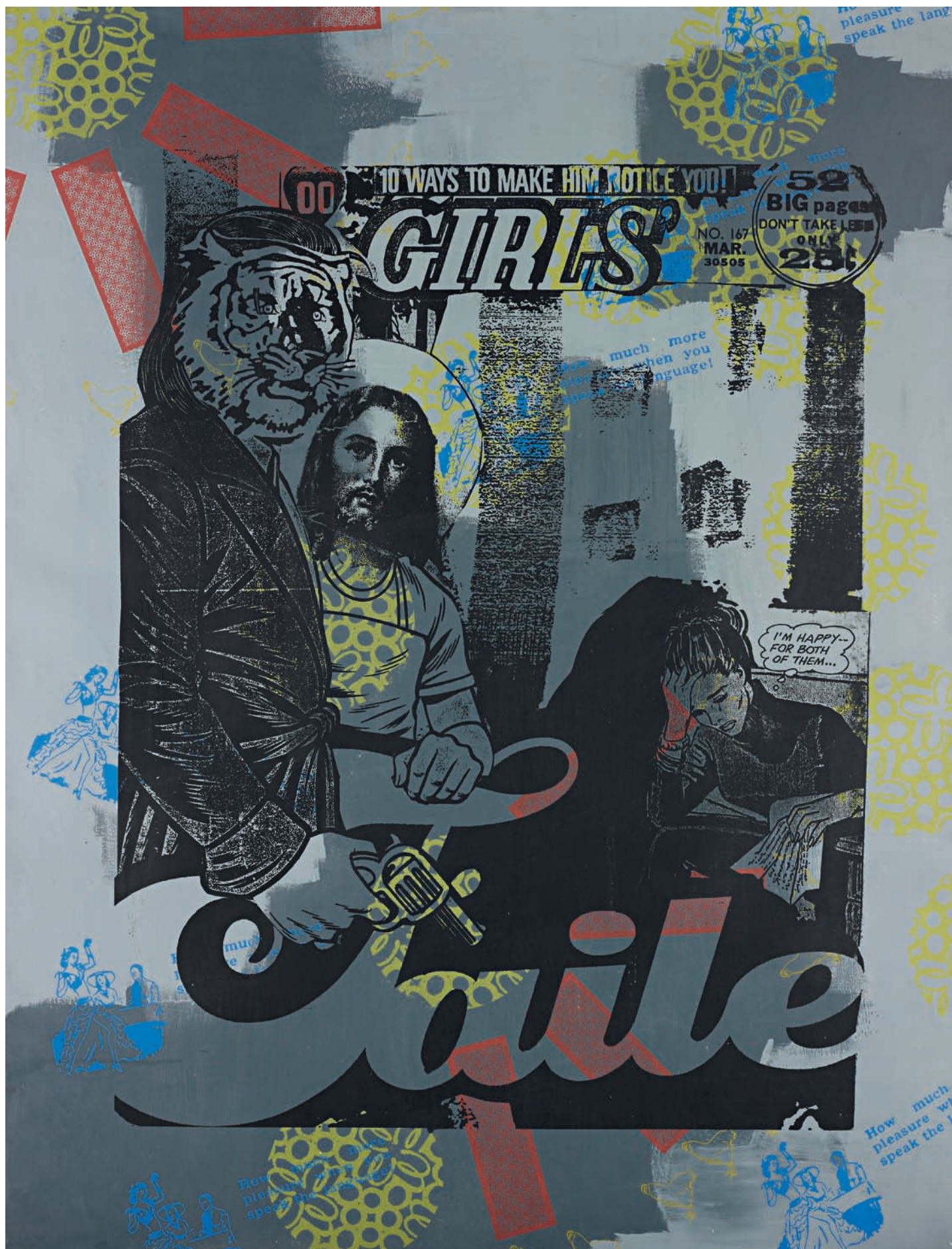
364 **JIN MEYERSON** b.1972

*Untitled*, 2006

Oil on wood, 54 x 65 cm (21 1/4 x 25 1/2 in). Signed with artist's monogram and dated '06 on the reverse.

**Estimate** £5,000–7,000 \$7,700–10,800 €6,000–8,300

**PROVENANCE** Galerie Emmanuel Perrotin, Paris



THIS LOT IS SOLD WITH NO RESERVE

365 **FAILE**

*10 ways*, 2004

Screenprint and acrylic on paper. 127 × 97 cm (50 × 38 1/8 in).

**Estimate** £3,000–4,000 \$4,600–6,200 €3,600–4,800 ●

**PROVENANCE** V1 Gallery, Copenhagen; Private Collection, Europe



366 **THOMAS RUFF** b. 1958

*Plakat VIII, 1998*

Chromogenic print. 258.1 × 184.5 cm (101 5/8 × 72 5/8 in). Signed, dated and numbered of 6 'Thomas Ruff 1998' on the reverse. This work is from an edition of 6.

**Estimate** £7,000–9,000 \$10,800–13,900 €8,300–10,700 ♣ ‡

**PROVENANCE** Galerie Philip Nelson, Paris



367 **CHARLES LUTZ** b.1982

*Silver Liz*, 2006–07

Silkscreen on canvas. 101.6 × 101.6 cm (40 × 40 in). Signed, dated, titled and inscribed 'Charles Lutz 2006–2007 Perfect Silver Liz an Outstanding Example' on the reverse. Stamped twice by the artist's studio and stamped 'denied' by the Andy Warhol Foundation on the reverse.

**Estimate** £4,000–6,000 \$6,200–9,300 €4,800–7,100 ▲

**PROVENANCE** Acquired directly from the artist





368 **RUSSELL YOUNG** b.1960

*Marilyn Crying*, 2008

Screenprint and diamond dust on canvas. 160.3 × 121 cm (47 5/8 × 63 1/8 in).

Signed 'Russell Young' on the reverse.

**Estimate** £10,000–15,000 \$15,500–23,200 €11,900–17,800 ♣

**PROVENANCE** Bankrobber Gallery, London



369 **KAWS** b. 1974

*Homer and Liz*, 2002

Pastel on paper. 75.5 x 56.2 cm (29 3/4 x 22 1/8 in). Signed and dated 'KAWS '02' lower right.

**Estimate** £10,000–15,000 \$15,500–23,200 €11,900–17,800

**PROVENANCE** Private Collection, London



370 **DAVID LACHAPELLE** b.1963

*Amanda Lepore as Andy Warhol's Marilyn (Red)*, 2007

Digital C-print, diasec mounted. 133.8 × 121.7 cm (52 5/8 × 47 7/8 in). Signed 'David LaChapelle' on a label accompanying the work. This work is from an edition of 3 plus 3 artist's proofs.

**Estimate** £20,000–30,000 \$30,900–46,400 €23,800–35,700

**PROVENANCE** Private Collection, London



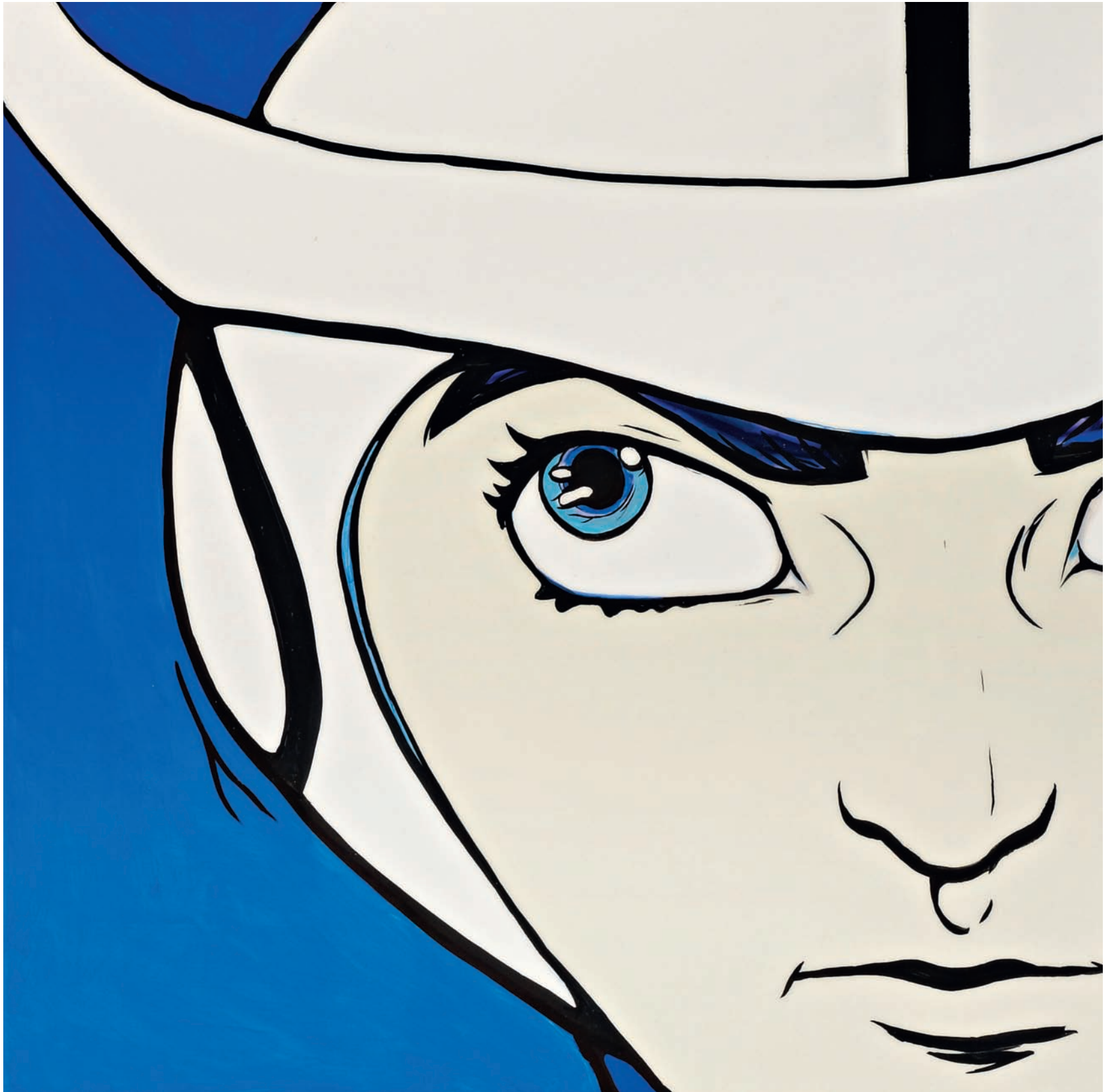
371 **YOSHITAKA AMANO** b.1952

*Untitled (girl, black|red)*, 2008

Automobile lacquer on aluminium panel. 50 × 50 × 10.5 cm (19 3/4 × 19 3/4 × 4 1/8 in). Signed 'Y.Amano' on the lower turnover edge.

**Estimate** £6,000–8,000 \$9,300–12,400 €7,100–9,500

**PROVENANCE** Galerie Michael Janssen, Cologne



372 **YOSHITAKA AMANO** b. 1952

*Untitled (boy with helmet), 2008*

Automobile lacquer on aluminium panel. 50 × 50 × 10.5 cm (19 3/4 × 19 3/4 × 4 1/8 in). Signed 'Y. Amano' on the lower turnover edge.

**Estimate** £6,000–8,000 \$9,300–12,400 €7,100–9,500

**PROVENANCE** Galerie Michael Janssen, Cologne

373 **SEEN** b. 1961

*Batman*, 2006

Acrylic on canvas. 200 × 300 cm (78 3/4 × 118 1/8 in).

**Estimate** £12,000–18,000 \$18,500–27,800 €14,300–21,400

**PROVENANCE** Acquired directly from the artist; Private Collection, Paris

Richard Mirando, known as SEEN, born 1961 in Bronx, New York, is one of the most famous American graffiti artists. SEEN first started to paint on New York's subway in 1973. For the next 16 years his work would spread across the city. Where others tagged on the subway and ran, Seen and his crew – United Artists – painted whole cars, which have since become iconic images of the time. His influence on graffiti is without precedent. Referred to as the 'Godfather of Graffiti', SEEN is recognized as a leader of the school of graffiti art and has become an icon of what was once considered an underground trend but now has become an international art movement. In 1981, SEEN's works were exhibited along with the works by Andy Warhol, Keith Haring and Basquiat in the *New York / New Wave* exhibition at P.S.1 in New York, an exhibition which marked a turning point for the street art genre.







374



375

374 **KATE BRINKWORTH** b.1977

*Tennessee Gold*, 2010

Oil on canvas. 120 × 80 cm (47 1/4 × 31 1/2 in). Signed, titled and dated

'K. Brinkworth, Tennessee Gold July 2010' on the reverse.

**Estimate** £3,000–5,000 \$4,600–7,700 €3,600–6,000 ♣

PROVENANCE Acquired directly from the artist

375 **MARK TITCHNER** b.1973

*If I Can*, c.2005

Archival print in lightbox. 125 × 184.9 × 20.1 cm (49 1/5 × 72 7/8 × 7 7/8 in).

**Estimate** £3,000–5,000 \$4,600–7,700 €3,600–6,000 ♣

PROVENANCE Private Collection, London





376 **CHRIS BRACEY** b. 1954

*God Save the Queen*

Neon, incandescent bulbs with reflector caps, foamex and electronics.  
159 × 159 × 14.5 cm (62 1/2 × 62 1/2 × 5 7/8 in). Signed, titled and numbered  
'Chris Bracey, God Save the Queen' on the reverse. This work is from an  
edition of 2.

**Estimate** £12,000–18,000 \$18,500–27,800 €14,300–21,400 ♣ Ω

**PROVENANCE** Acquired directly from the artist; Private Collection, London

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**PHILLIPS**  
de PURY & COMPANY

# WAYWARD NURSE



## CONTEMPORARY ART

**AUCTIONS** MAY 2011  
**PART I** 9 May **PART II** 10 May

**Phillips de Pury & Company**  
450 Park Avenue New York 10022

**Enquiries** +1 212 940 1260

**Catalogues** +1 212 940 1240 | +44 20 7318 4039

**PHILLIPSDEPURY.COM**

**RICHARD PRINCE** *Crashed "Wayward Nurse,"* 2006-10 (detail)  
Estimate \$4,000,000-6,000,000

## GUIDE FOR PROSPECTIVE BUYERS

### BUYING AT AUCTION

The following pages are designed to offer you information on how to buy at auction at Phillips de Pury & Company. Our staff will be happy to assist you.

### CONDITIONS OF SALE

The Conditions of Sale and Authorship Warranty which appear later in this catalogue govern the auction. Bidders are strongly encouraged to read them as they outline the legal relationship between Phillips de Pury & Company, the seller and the buyer and describe the terms upon which property is bought at auction. Please be advised that Phillips de Pury & Company generally acts as agent for the seller.

### BUYER'S PREMIUM

Phillips de Pury & Company charges the successful bidder a commission, or buyer's premium, on the hammer price of each lot sold. The buyer's premium is payable by the buyer as part of the total purchase price at the following rates: 25% of the hammer price up to and including £25,000, 20% of the portion of the hammer price above £25,000 up to and including £500,000, and 12% of the portion of the hammer price above £500,000.

### VAT

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

## 1 PRIOR TO AUCTION

### Catalogue Subscriptions

If you would like to purchase a catalogue for this auction or any other Phillips de Pury & Company sale, please contact us at +44 20 7318 4010 or +1 212 940 1240.

### Pre-Sale Estimates

Pre-sale estimates are intended as a guide for prospective buyers. Any bid within the high and low estimate range should, in our opinion, offer a chance of success. However, many lots achieve prices below or above the pre-sale estimates. Where 'Estimate on Request' appears, please contact the specialist department for further information. It is advisable to contact us closer to the time of the auction as estimates can be subject to revision. Pre-sale estimates do not include the buyer's premium or VAT.

### Pre-Sale Estimates in US Dollars and Euros

Although the sale is conducted in pounds sterling, the pre-sale estimates in the auction catalogues may also be printed in US dollars and/or euros. Since the exchange rate is that at the time of catalogue production and not at the date of auction, you should treat estimates in US dollars or euros as a guide only.

### Catalogue Entries

Phillips de Pury & Company may print in the catalogue entry the history of ownership of a work of art, as well as the exhibition history of the property and references to the work in art publications. While we are careful in the cataloguing process, provenance, exhibition and literature references may not be exhaustive and in some cases we may intentionally refrain from disclosing the identity of previous owners. Please note that all dimensions of the property set forth in the catalogue entry are approximate.

### Condition of Lots

Our catalogues include references to condition only in the descriptions of multiple works (e.g., prints). Such references, though, do not amount to a full description of condition. The absence of reference to the condition of a lot in the catalogue entry does not imply that the lot is free from faults or imperfections. Solely as a convenience to clients, Phillips de Pury & Company may provide condition reports. In preparing such reports, our specialists assess the condition in a manner appropriate to the estimated value of the property and the nature of the auction in which it is included. While condition reports are prepared honestly and carefully, our staff are not professional restorers or trained conservators. We therefore encourage all prospective buyers to inspect the property at the pre-sale exhibitions and recommend, particularly in the case of any lot of significant value, that you retain your own restorer or professional advisor to report to you on the property's condition prior to bidding. Any prospective buyer of photographs or prints should always request a condition report because all such property is sold unframed, unless otherwise indicated in the condition report. If a lot is sold framed, Phillips de Pury & Company accepts no liability for the condition of the frame. If we sell any lot unframed, we will be pleased to refer the purchaser to a professional framer.

### Pre-Auction Viewing

Pre-auction viewings are open to the public and free of charge. Our specialists are available to give advice and condition reports at viewings or by appointment.

### Electrical and Mechanical Lots

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

### Symbol Key

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

### ○ Guaranteed Property

The seller of lots with this symbol has been guaranteed a minimum price. The guarantee may be provided by Phillips de Pury & Company, by a third party or jointly by us and a third party. Phillips de Pury & Company and third parties providing or participating in a guarantee may benefit financially if a guaranteed lot is sold successfully and may incur a loss if the sale is not successful. A third party guarantor may also bid for the guaranteed lot and may be allowed to net the financial remuneration received in connection with the guarantee against the final purchase price if such party is the successful bidder.

In this catalogue, if property has ○ next to the lot number, the guarantee of minimum price has been fully financed by third parties.

### ▲ Property in which Phillips de Pury & Company has an Ownership Interest

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

### ● No Reserve

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

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

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

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

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

### †, §, ‡, or Ω Property Subject to VAT

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

## 2 BIDDING IN THE SALE

### Bidding at Auction

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

### Bidding in Person

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

### Bidding by Telephone

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

### **Absentee Bids**

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

### **Employee Bidding**

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

### **Bidding Increments**

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

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

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

## **3 THE AUCTION**

### **Conditions of Sale**

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

### **Interested Parties Announcement**

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

### **Consecutive and Responsive Bidding**

The auctioneer may open the bidding on any lot by placing a bid on behalf of the seller. The auctioneer may further bid on behalf of the seller up to the amount of the reserve by placing consecutive bids or bids in response to other bidders.

## **4 AFTER THE AUCTION**

### **Payment**

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

### **Credit Cards**

As a courtesy to clients, Phillips de Pury & Company will accept Visa, MasterCard and UK-issued debit cards to pay for invoices of £50,000 or less. A processing fee will apply.

### **Collection**

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

### **Loss or Damage**

Buyers are reminded that Phillips de Pury & Company accepts liability for loss or damage to lots for a maximum of five days following the auction.

### **Transport and Shipping**

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

### **Export and Import Licences**

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

### **Endangered Species**

Items made of or incorporating plant or animal material, such as coral, crocodile, ivory, whalebone, rhinoceros horn or tortoiseshell, irrespective of age, percentage or value, may require a licence or certificate prior to exportation and additional licences or certificates upon importation to any country outside the European Union (EU). Please note that the ability to obtain an export licence or certificate does not ensure the ability to obtain an import licence or certificate in another country, and vice versa. We suggest that prospective bidders check with their own government regarding wildlife import requirements prior to placing a bid. It is the buyer's sole responsibility to obtain any necessary export or import licences or certificates as well as any other required documentation. The denial of any required licence or certificate or any delay in obtaining such documentation will not justify the cancellation of the sale or any delay in making full payment for the lot.

## **IMPORTANT NOTICES**

### **Items sold under temporary admission**

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

### **Identification of business or trade buyers**

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

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

These details can be scanned and emailed to us, or alternatively they can be faxed or mailed.

**If these requirements are not met, we will be unable to cancel or refund any applicable VAT.**

## VAT AND OTHER TAX INFORMATION FOR BUYERS

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

### 1 PROPERTY WITH NO VAT SYMBOL

Where there is no VAT symbol, Phillips de Pury & Company is able to use the Auctioneer's Margin Scheme, and VAT will not normally be charged on the hammer price.

Phillips de Pury & Company must bear VAT on the buyer's premium. Therefore, we will charge an amount in lieu of VAT at 20% on the buyer's premium. This amount will form part of the buyer's premium on our invoice and will not be separately identified.

### 2 PROPERTY WITH A † SYMBOL

These lots will be sold under the normal UK VAT rules, and VAT will be charged at 20% on both the hammer price and buyer's premium.

Where the buyer is a relevant business person in the EU (non-UK) or is a relevant business person in a non-EU country then no VAT will be charged on the buyer's premium. This is subject to Phillips de Pury & Company being provided with evidence of the buyer's VAT registration number in the relevant Member State (non-UK) or the buyer's business status in a non-EU country such as the buyer's Tax Registration Certificate. Should this evidence not be provided then VAT will be charged on the buyer's premium.

### 3 PROPERTY WITH A § SYMBOL

Lots sold to buyers whose registered address is in the EU will be assumed to be remaining in the EU. The property will be invoiced as if it had no VAT symbol. However, if an EU buyer advises us that the property is to be exported from the EU, Phillips de Pury & Company will re-invoice the property under the normal VAT rules.

Lots sold to buyers whose address is outside the EU will be assumed to be exported from the EU. The property will be invoiced under the normal VAT rules. Although the hammer price will be subject to VAT, the VAT will be cancelled or refunded upon export. The buyer's premium will always bear VAT unless the buyer is a relevant business person in the EU (non-UK) or is a relevant business person in a non-EU country, subject to Phillips de Pury & Company receiving evidence of the buyer's VAT registration number in the relevant Member State (non-UK) or the buyer's business status in a non-EU country such as the buyer's Tax Registration Certificate. Should this evidence not be provided VAT will be charged on the buyer's premium.

### 4 PROPERTY SOLD WITH A ‡ OR Ω SYMBOL

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

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

### 5 EXPORTS FROM THE EUROPEAN UNION

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

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

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

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

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

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

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

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

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

### 6 VAT REFUNDS FROM HM REVENUE & CUSTOMS

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

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

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

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

If you are located outside the EU you should apply for a refund of UK VAT directly to HMRC (the rules for those located outside of the EU have not changed). Claim forms are only available from the HMRC website. Go to <http://www.hmrc.gov.uk/index.htm>, and follow



# PHOTOGRAPHS

**AUCTION 19 MAY 2011 LONDON**

**Phillips de Pury & Company** Howick Place London SW1P 1BB

**Enquiries** +44 20 7318 4092 | [photographslondon@phillipsdepury.com](mailto:photographslondon@phillipsdepury.com)

**Catalogues** +44 20 7318 4039 | +1 212 940 1240

**PHILLIPSDEPURY.COM**

**CANDIDA HÖFER** *Rijksmuseum Amsterdam III, 2004* Estimate £25,000 – 35,000

Quick Links, then Find a Form. The relevant form is VAT65A. Completed forms should be returned to:

HM Revenue & Customs  
VAT Overseas Repayment Directive  
Foyle House  
Duncreggan Road  
Londonderry  
Northern Ireland  
BT48 7AE

(tel) +44 2871 305100  
(fax) +44 2871 305101

You should submit claims for VAT to HMRC no later than **six months** from the end of the 12 month period ending **30 June** (e.g. claims for the period 1 July 2009 to 30 June 2010 should be made no later than 31 December 2010).

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

## 7 SALES AND USE TAXES

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

## CONDITIONS OF SALE

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

### 1 INTRODUCTION

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

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

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

### 2 PHILLIPS de PURY & COMPANY AS AGENT

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

### 3 CATALOGUE DESCRIPTIONS AND CONDITION OF PROPERTY

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

(a) The knowledge of Phillips de Pury & Company in relation to each lot is partially dependent on information provided to us by the seller, and Phillips de Pury & Company is not able to and does not carry out exhaustive due diligence on each lot. Prospective buyers acknowledge this fact and accept responsibility for carrying out inspections and investigations to satisfy themselves as to the lots in which they may be interested. Notwithstanding the foregoing, we shall exercise such reasonable care when making express statements in catalogue descriptions or condition reports as is consistent with our role as auctioneer of lots in this sale and in light of (i) the information provided to us by the seller, (ii) scholarship and technical knowledge and (iii) the generally accepted opinions of relevant experts, in each case at the time any such express statement is made.

(b) Each lot offered for sale at Phillips de Pury & Company is available for inspection by prospective buyers prior to the auction. Phillips de Pury & Company accepts bids on lots on the basis that bidders (and independent experts on their behalf, to the extent appropriate given the nature and value of the lot and the bidder's own expertise) have fully inspected the lot prior to bidding and have satisfied themselves as to both the condition of the lot and the accuracy of its description.

(c) Prospective buyers acknowledge that many lots are of an age and type which means that they are not in perfect condition. As a courtesy to clients, Phillips de Pury & Company may prepare and provide condition reports to assist prospective buyers when they are inspecting lots. Catalogue descriptions and condition reports may make reference to particular imperfections of a lot, but bidders should note that lots may have other faults not expressly referred to in the catalogue or condition report. All dimensions are approximate. Illustrations are for identification purposes only and cannot be used as precise indications of size or to convey full information as to the actual condition of lots.

(d) Information provided to prospective buyers in respect of any lot, including any pre-sale estimate, whether written or oral, and information in any catalogue, condition or other report, commentary or valuation, is not a representation of fact but rather a statement of opinion held by Phillips de Pury & Company. Any pre-sale estimate may not be relied on as a prediction of the selling price or value of the lot and may be revised from time to time by Phillips de Pury & Company at our absolute discretion. Neither Phillips de Pury & Company nor any of our affiliated companies shall be liable for any difference between the pre-sale estimates for any lot and the actual price achieved at auction or upon resale.

### 4 BIDDING AT AUCTION

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

(b) As a convenience to bidders who cannot attend the auction in person, Phillips de Pury &



Company may, if so instructed by the bidder, execute written absentee bids on a bidder's behalf. Absentee bidders are required to submit bids on the 'Absentee Bid Form', a copy of which is printed in this catalogue or otherwise available from Phillips de Pury & Company. Bids must be placed in the currency of the sale. The bidder must clearly indicate the maximum amount he or she intends to bid, excluding the buyer's premium and value added tax (VAT). The auctioneer will not accept an instruction to execute an absentee bid which does not indicate such maximum bid. Our staff will attempt to execute an absentee bid at the lowest possible price taking into account the reserve and other bidders. Any absentee bid must be received at least 24 hours in advance of the sale. In the event of identical bids, the earliest bid received will take precedence.

(c) Telephone bidders are required to submit bids on the 'Telephone Bid Form', a copy of which is printed in this catalogue or otherwise available from Phillips de Pury & Company. Telephone bidding is available for lots whose low pre-sale estimate is at least £500. Phillips de Pury & Company reserves the right to require written confirmation of a successful bid from a telephone bidder by fax or otherwise immediately after such bid is accepted by the auctioneer. Telephone bids may be recorded and, by bidding on the telephone, a bidder consents to the recording of the conversation.

(d) When making a bid, whether in person, by absentee bid or on the telephone, a bidder accepts personal liability to pay the purchase price, as described more fully in Paragraph 6 (a) below, plus all other applicable charges unless it has been explicitly agreed in writing with Phillips de Pury & Company before the commencement of the auction that the bidder is acting as agent on behalf of an identified third party acceptable to Phillips de Pury & Company and that we will only look to the principal for such payment.

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

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

## 5 CONDUCT OF THE AUCTION

(a) Unless otherwise indicated by the symbol ●, each lot is offered subject to a reserve, which is the confidential minimum selling price agreed by Phillips de Pury & Company with the seller. The reserve will not exceed the low pre-sale estimate at the time of the auction.

(b) The auctioneer has discretion at any time to refuse any bid, withdraw any lot, re-offer a lot for sale (including after the fall of the hammer) if he or she believes there may be error or dispute and take such other action as he or she deems reasonably appropriate.

(c) The auctioneer will commence and advance the bidding at levels and in increments he or she considers appropriate. In order to protect the reserve on any lot, the auctioneer may place one or more bids on behalf of the seller up to the reserve without indicating he or she is doing so, either by placing consecutive bids or bids in response to other bidders.

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

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

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

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

## 6 PURCHASE PRICE AND PAYMENT

(a) The buyer agrees to pay us, in addition to the hammer price of the lot, the buyer's premium, plus any applicable value added tax (VAT) and any applicable resale royalty (the 'Purchase Price'). The buyer's premium is 25% of the hammer price up to and including £25,000, 20% of the portion of the hammer price above £25,000 up to and including £500,000 and 12% of the portion of the hammer price above £500,000.

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

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

(d) Unless otherwise agreed, a buyer is required to pay for a purchased lot immediately following the auction regardless of any intention to obtain an export or import licence or other permit for such lot. Payments must be made by the invoiced party in pounds sterling either by cash, cheque drawn on a UK bank or wire transfer, as follows:

(i) Phillips de Pury & Company will accept payment in cash provided that the total amount paid in cash or cash equivalents does not exceed the local currency equivalent of US\$10,000.

(ii) Personal cheques and banker's drafts are accepted if drawn on a UK bank and the buyer provides to us acceptable government-issued identification. Cheques and banker's drafts should be made payable to "PDEPL LTD". If payment is sent by post, please send the cheque or banker's draft to the attention of the Client Accounting Department at Howick Place, London SW1P 1BB and ensure that the sale number is written on the cheque. Cheques or banker's drafts drawn by third parties will not be accepted.

(iii) Payment by wire transfer may be sent directly to Phillips de Pury & Company. Bank transfer details will be provided on the Invoice for purchased lots.

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

(f) Title in a purchased lot will not pass until Phillips de Pury & Company has received the Purchase Price for that lot in cleared funds. Phillips de Pury & Company is not obliged to release a lot to the buyer until title in the lot has passed and appropriate identification has been provided, and any earlier release does not affect the passing of title or the buyer's unconditional obligation to pay the Purchase Price.

## 7 COLLECTION OF PROPERTY

(a) Phillips de Pury & Company will not release a lot to the buyer until we have received payment of its Purchase Price in full in cleared funds, the buyer has paid all outstanding amounts due to Phillips de Pury & Company or any of our affiliated companies, including any charges payable pursuant to Paragraph 8 (a) below, and the buyer has satisfied such other terms as we in our sole discretion shall require, including completing any anti-money laundering or anti-terrorism financing checks. As soon as a buyer has satisfied all of the foregoing conditions, he or she should contact us at +44 (0) 207 318 4081 or +44 (0) 207 318 4082 to arrange for collection of purchased property.

(b) The buyer must arrange for collection of a purchased lot within five days of the date of the auction. After the auction, we will transfer all lots to our fine art storage facility located near Wimbledon and will so advise all buyers. Purchased lots are at the buyer's risk, including the responsibility for insurance, from (i) the date of collection or (ii) five days after the auction, whichever is the earlier. Until risk passes, Phillips de Pury & Company will compensate the buyer for any loss or damage to a purchased lot up to a maximum of the Purchase Price paid, subject to our usual exclusions for loss or damage to property.

(c) As a courtesy to clients, Phillips de Pury & Company will, without charge, wrap purchased lots for hand carry only. We do not provide packing, handling, insurance or shipping services. We will coordinate with shipping agents instructed by the buyer, whether or not recommended by Phillips de Pury & Company, in order to facilitate the packing, handling, insurance and shipping of property bought at Phillips de Pury & Company. Any such instruction is entirely at the buyer's risk and responsibility, and we will not be liable for acts or omissions of third party packers or shippers.

(d) Phillips de Pury & Company will require presentation of government-issued identification prior to release of a lot to the buyer or the buyer's authorized representative.

## 8 FAILURE TO COLLECT PURCHASES

(a) If the buyer pays the Purchase Price but fails to collect a purchased lot within 30 days of the auction, the buyer will incur a late collection fee of £50, storage charges of £10 per day and pro rated insurance charges of 0.1% of the Purchase Price per month on each uncollected lot. Additional charges may apply to oversized lots.

(b) If a purchased lot is paid for but not collected within six months of the auction, the buyer authorizes Phillips de Pury & Company, upon notice, to arrange a resale of the item by

auction or private sale, with estimates and a reserve set at Phillips de Pury & Company's reasonable discretion. The proceeds of such sale will be applied to pay for storage charges and any other outstanding costs and expenses owed by the buyer to Phillips de Pury & Company or our affiliated companies and the remainder will be forfeited unless collected by the buyer within two years of the original auction.

## 9 REMEDIES FOR NON-PAYMENT

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

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

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

## 10 RESCISSION BY PHILLIPS de PURY & COMPANY

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

## 11 EXPORT, IMPORT AND ENDANGERED SPECIES LICENCES AND PERMITS

Before bidding for any property, prospective buyers are advised to make their own enquiries as to whether a licence is required to export a lot from the United Kingdom or to import it into another country. Prospective buyers are advised that some countries prohibit the import of property made of or incorporating plant or animal material, such as coral, crocodile, ivory, whalebone, rhinoceros horn or tortoiseshell, irrespective of age, percentage or value. Accordingly, prior to bidding, prospective buyers considering export of purchased lots should familiarize themselves with relevant export and import regulations of the countries concerned. It is solely the buyer's responsibility to comply with these laws and to obtain any necessary export, import and endangered species licences or permits. Failure to obtain a licence or permit or delay in so doing will not justify the cancellation of the sale or any delay in making full payment for the lot.

## 12 DATA PROTECTION

(a) In connection with the management and operation of our business and the marketing and supply of auction related services, or as required by law, we may ask clients to provide personal information about themselves or obtain information about clients from third parties (e.g., credit information). If clients provide us with information that is defined by law as 'sensitive', they agree that Phillips de Pury & Company and our affiliated companies may use it for the above purposes. Phillips de Pury & Company and our affiliated companies will not use or process sensitive information for any other purpose without the client's express consent. If you would like further information on our policies on personal data or wish to make corrections to your information, please contact us at +44 20 7318 4010. If you would prefer not to receive details of future events please call the above number.

(b) In order to fulfil the services clients have requested, Phillips de Pury & Company may disclose information to third parties such as shippers. Some countries do not offer equivalent legal protection of personal information to that offered within the European Union (EU). It is Phillips de Pury & Company's policy to require that any such third parties respect the privacy and confidentiality of our clients' information and provide the same level of protection for client information as provided within the EU, whether or not they are located in a country that offers equivalent legal protection of personal information. By agreeing to these Conditions of Sale, clients agree to such disclosure.

## 13 LIMITATION OF LIABILITY

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

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

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

(d) Subject to sub-paragraph (e) below, none of Phillips de Pury & Company, any of our affiliated companies or the seller shall be liable to the buyer for any loss or damage beyond the refund of the Purchase Price referred to in sub-paragraph (a) above, whether such loss or damage is characterised as direct, indirect, special, incidental or consequential, or for the payment of interest on the Purchase Price to the fullest extent permitted by law.

(e) No provision in these Conditions of Sale shall be deemed to exclude or limit the liability of Phillips de Pury & Company or any of our affiliated companies to the buyer in respect of any fraud or fraudulent misrepresentation made by any of us or in respect of death or personal injury caused by our negligent acts or omissions.

## 14 COPYRIGHT

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

## 15 GENERAL

(a) These Conditions of Sale, as changed or supplemented as provided in Paragraph 1 above, and Authorship Warranty set out the entire agreement between the parties with respect to the transactions contemplated herein and supersede all prior and contemporaneous written, oral or implied understandings, representations and agreements.

(b) Notices to Phillips de Pury & Company shall be in writing and addressed to the department in charge of the sale, quoting the reference number specified at the beginning of the sale catalogue. Notices to clients shall be addressed to the last address notified by them in writing to Phillips de Pury & Company.

(c) These Conditions of Sale are not assignable by any buyer without our prior written consent but are binding on the buyer's successors, assigns and representatives.

(d) Should any provision of these Conditions of Sale be held void, invalid or unenforceable

**PHILLIPS**  
de PURY & COMPANY

# UNDER THE INFLUENCE

CONTEMPORARY ART PHOTOGRAPHS DESIGN

**AUCTION** 8 MARCH 2011 450 WEST 15 STREET

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

Enquiries +1 212 940 1234 | [undertheinfluence@phillipsdepur.com](mailto:undertheinfluence@phillipsdepur.com) Catalogues +1 212 940 1240 | +44 20 7318 4039

**PHILLIPSDEPURY.COM**

**MARK GROTJAHN** *Untitled (Cream Butterfly)*, 2004 (detail) Estimate \$40,000-60,000

for any reason, the remaining provisions shall remain in full force and effect. No failure by any party to exercise, nor any delay in exercising, any right or remedy under these Conditions of Sale shall act as a waiver or release thereof in whole or in part.

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

## 16 LAW AND JURISDICTION

(a) The rights and obligations of the parties with respect to these Conditions of Sale and Authorship Warranty, the conduct of the auction and any matters related to any of the foregoing shall be governed by and interpreted in accordance with English law.

(b) For the benefit of Phillips de Pury & Company, all bidders and sellers agree that the Courts of England are to have exclusive jurisdiction to settle all disputes arising in connection with all aspects of all matters or transactions to which these Conditions of Sale and Authorship Warranty relate or apply. All parties agree that Phillips de Pury & Company shall retain the right to bring proceedings in any court other than the Courts of England.

(c) All bidders and sellers irrevocably consent to service of process or any other documents in connection with proceedings in any court by facsimile transmission, personal service, delivery by mail or in any other manner permitted by English law, the law of the place of service or the law of the jurisdiction where proceedings are instituted at the last address of the bidder or seller known to Phillips de Pury & Company.

## AUTHORSHIP WARRANTY

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

(a) Phillips de Pury & Company gives this Authorship Warranty only to the original buyer of record (i.e., the registered successful bidder) of any lot. This Authorship Warranty does not extend to (i) subsequent owners of the property, including purchasers or recipients by way of gift from the original buyer, heirs, successors, beneficiaries and assigns; (ii) property created prior to 1870, unless the property is determined to be counterfeit (defined as a forgery made less than 50 years ago with an intent to deceive) and has a value at the date of the claim under this warranty which is materially less than the Purchase Price paid; (iii) property where the description in the catalogue states that there is a conflict of opinion on the authorship of the property; (iv) property where our attribution of authorship was on the date of sale consistent with the generally accepted opinions of specialists, scholars or other experts; or (v) property whose description or dating is proved inaccurate by means of scientific methods or tests not generally accepted for use at the time of the publication of the catalogue or which were at such time deemed unreasonably expensive or impractical to use.

(b) In any claim for breach of the Authorship Warranty, Phillips de Pury & Company reserves the right, as a condition to rescinding any sale under this warranty, to require the buyer to provide to us at the buyer's expense the written opinions of two recognized experts approved in advance by Phillips de Pury & Company. We shall not be bound by any expert report produced by the buyer and reserve the right to consult our own experts at our expense. If Phillips de Pury & Company agrees to rescind a sale under the Authorship Warranty, we shall refund to the buyer the reasonable costs charged by the experts commissioned by the buyer and approved in advance by us.

(c) Subject to the exclusions set forth in subparagraph (a) above, the buyer may bring a claim for breach of the Authorship Warranty provided that (i) he or she has notified Phillips de Pury & Company in writing within three months of receiving any information which causes the buyer to question the authorship of the lot, specifying the auction in which the property was included, the lot number in the auction catalogue and the reasons why the authorship of the lot is being questioned and (ii) the buyer returns the lot to Phillips de Pury & Company in the same condition as at the time of its auction and is able to transfer good and marketable title in the lot free from any third party claim arising after the date of the auction.

(d) The buyer understands and agrees that the exclusive remedy for any breach of the Authorship Warranty shall be rescission of the sale and refund of the original Purchase Price paid. This remedy shall constitute the sole remedy and recourse of the buyer against Phillips de Pury & Company, any of our affiliated companies and the seller and is in lieu of any other remedy available as a matter of law. This means that none of Phillips de Pury & Company, any of our affiliated companies or the seller shall be liable for loss or damage beyond the remedy expressly provided in this Authorship Warranty, whether such loss or damage is characterized as direct, indirect, special, incidental or consequential, or for the payment of interest on the original Purchase Price.

**PHILLIPS**  
de PURY & COMPANY



# DESIGN VIENNA AND THE WIENER WERKSTÄTTE

**AUCTION** 3 MARCH 2011 6PM 450 PARK AVENUE  
**VIEWING** 22 February – 3 March 2010

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**Enquiries** +1 212 940 1268 **Catalogues** +1 212 940 1240 | +44 20 7318 4039  
**PHILLIPSDEPURY.COM**

**KOLOMAN MOSER** *Unique and important pendant, ca. 1905* Estimate \$350,000-400,000

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*Ryan McGinness*  
**BLACK HOLES**

**EXHIBITION** Viewing through 8 March 2011  
Monday – Friday 10am – 6pm

**Phillips de Pury & Company** 450 West 15 Street New York 10011  
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Fiona McGovern, Communications Assistant

#### NEW YORK

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Anne Huntington, Communications Manager



**PHILLIPS**  
de PURY & COMPANY

# PHOTOGRAPHS

**AUCTION** 9 APRIL 2011 **NEW YORK**

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

**Enquiries** +1 212 940 1245 | [photographs@phillipsdepury.com](mailto:photographs@phillipsdepury.com)

**Catalogues** +1 212 940 1240 | +44 20 7318 4039

**PHILLIPSDEPURY.COM**

**DÉSIRÉE DOLRON** *Xteriors VI*, 2005 (detail) **Estimate** \$40,000-60,000

## SALE INFORMATION

### AUCTION

Evening Sale: Thursday 17 February 2011, 7pm

Valencia Contemporary Art Day Sale: Friday 18 February 2011, 2pm

Day Sale: Friday 18 February 2011, 4pm

### VIEWING

Saturday 5 February 2011, 10am–6pm

Sunday 6 February 2011, 12pm – 6pm

Monday 7 February 2011, 10am–6pm

Tuesday 8 February 2011, 10am–6pm

Wednesday 9 February 2011, 10am–6pm

Thursday 10 February 2011, 10am–6pm

Friday 11 February 2011, 10am–6pm

Saturday 12 February 2011, 10am–6pm

Sunday 13 February 2011, 12pm – 6pm

Monday 14 February 2011, 10am–6pm

Tuesday 15 February 2011, 10am–6pm

Wednesday 16 February 2011, 10am–6pm

Thursday 17 February 2011, 10am–6pm

### VIEWING & AUCTION LOCATION

Howick Place, London SW1P 1BB

### WAREHOUSE & COLLECTION LOCATION

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

### SALE DESIGNATION

When sending in written bids or making enquiries, please refer to these sales as UK010111 or Contemporary Art Evening Sale and UK010211 or Contemporary Art Day Sale

### SALE ADMINISTRATORS

Evening Sale: Sarah Buchwald +44 207 318 4085

Day Sale: Paul de Bono +44 207 318 4070

### PROPERTY MANAGER

Jon Stonton +44 207 318 4098

### VALUATIONS

Catherine Higgs +44 20 7318 4089

### CATALOGUES

Leslie Pitts +44 20 7318 4039 +1 212 940 1240

catalogues@phillipsdeputy.com

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

### ABSENTEE AND TELEPHONE BIDS

tel +44 20 7318 4045 fax +44 20 7318 4035

bids@phillipsdeputy.com

### CLIENT ACCOUNTS

Buyer and seller account enquiries +44 20 7318 4010

### CLIENT SERVICES

Charlotte Salisbury +44 20 7318 4010

Natalie McFarlane +44 20 7318 4010

### WAREHOUSE & SHIPPING

Cláudia Gonçalves +44 20 7318 4026

Kristian Hitchinson +44 20 7318 4082

Jan Navritil +44 20 7318 4081

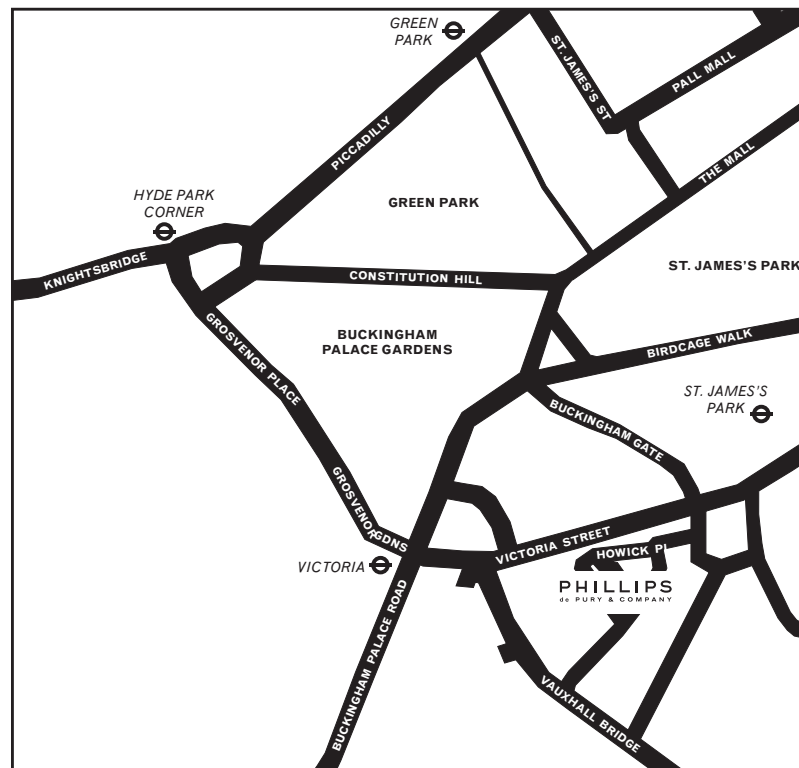
### PHOTOGRAPHY

Hayley Giles

Peter Hepplewhite

Ivan Ingletto

Byron Slater



**Back cover** Peter Fischli & David Weiss, *4 Hostessen (4 Stewardesses)*, 1988, Lot 9 (detail)

**Inside back cover** Günther Uecker, *Mutation*, 2006, Lot 5 (detail)

**Opposite** Anselm Reyle, *Untitled*, 2005, Lot 14 (detail)

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