















# PHILLIPS

# **CONTEMPORARY ART**

### **SALE INFORMATION**

LONDON DAY SALE 13 FEBRUARY 2015

### **AUCTION & VIEWING LOCATION**

30 Berkeley Square, London WIJ 6EX

### **AUCTION**

13 February at 2pm

### **VIEWING**

4 – 12 February Monday – Saturday 10am – 6pm Sunday 12pm – 6pm

### **SALE DESIGNATION**

When sending in written bids or making enquiries please refer to this sale as UK010215 or Contemporary Art Day Sale.

### **ABSENTEE AND TELEPHONE BIDS**

tel +44 20 7318 4045 fax +44 20 7318 4035 bidslondon@phillips.com

### **CONTEMPORARY ART DEPARTMENT**

### **HEAD OF SALE**

Henry Highley +44 20 7318 4061 hhighley@phillips.com

### RESEARCHER

Simon Tovey +44 20 7318 4084 stovey@phillips.com

### **ADMINISTRATOR**

Chiara Panarello +44 20 7318 4073 CPanarello@phillips.com





CHRIS SUCCO b. 1979

Go Tell The Women We Are Leaving, 2013 oil, lacquer on canvas, in artist's wooden frame 171.5 x 141.5 cm (67% x 55% in.) Signed and dated 'Chris Succo 2013' on the reverse.

Estimate £7,000-9,000 \$10,600-13,600 €9,200-11,800 ♠

**PROVENANCE**Luce Gallery, Turin

"I work with different materials and processes and each one has its own terms. It's about getting beyond their boundaries or limitations and to use them for your own purpose. It's problem solving. It's rather how to paint than what to paint."

**CHRIS SUCCO** 



**DEAN LEVIN** b. 1988

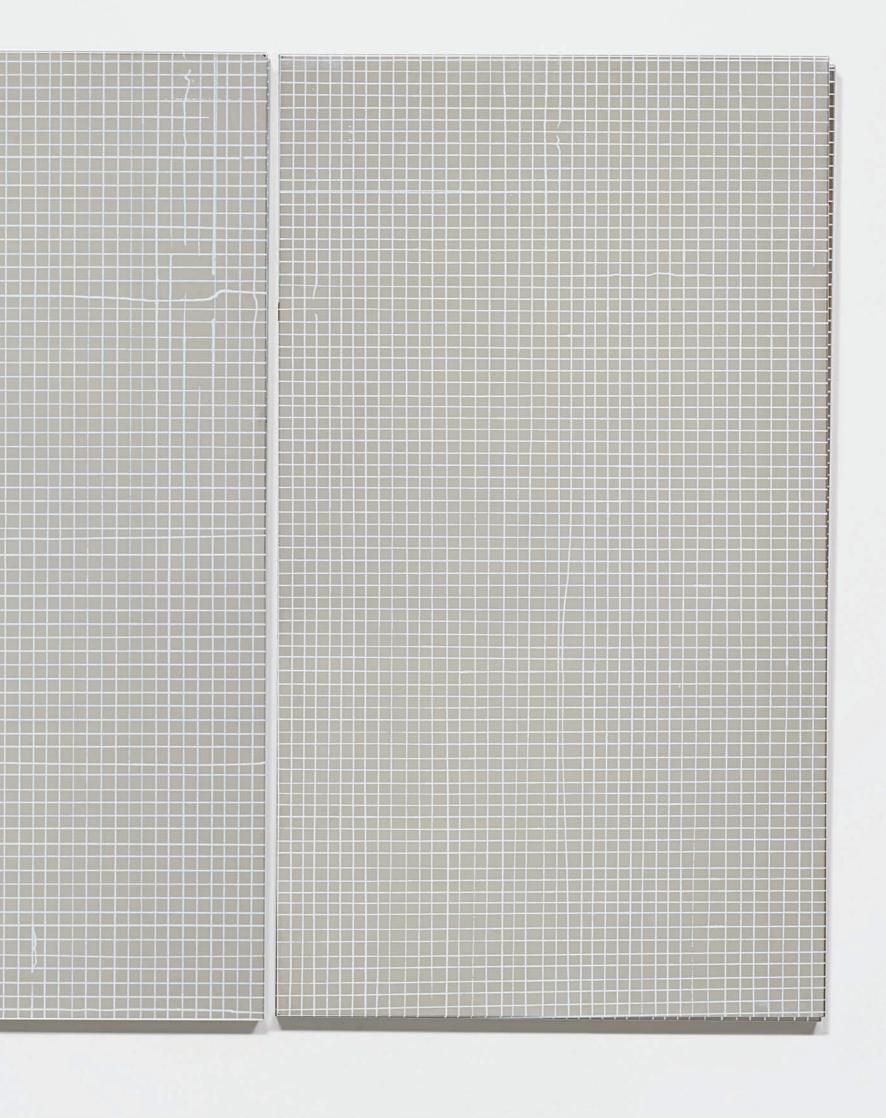
White Lines (Diptych), 2014 UV Curable ink on mirror polished steel each panel 203.2 x 88.9 cm (80 x 35 in.) overall 203.2 x 177.8 cm (80 x 70 in.)

Estimate £8,000-12,000 \$12,100-18,200 €10,500-15,700 ‡

PROVENANCE

Acquired directly from the artist by the present owner





**OLIVER OSBORNE** b. 1985

Untitled, 2013 silkscreen, paper, oil on linen 161.3 x 111.8 cm (63% x 44 in.) Signed and dated 'OLIVER OSBORNE 2013' on the overlap and 'Oliver Osborne '13' on the stretcher.

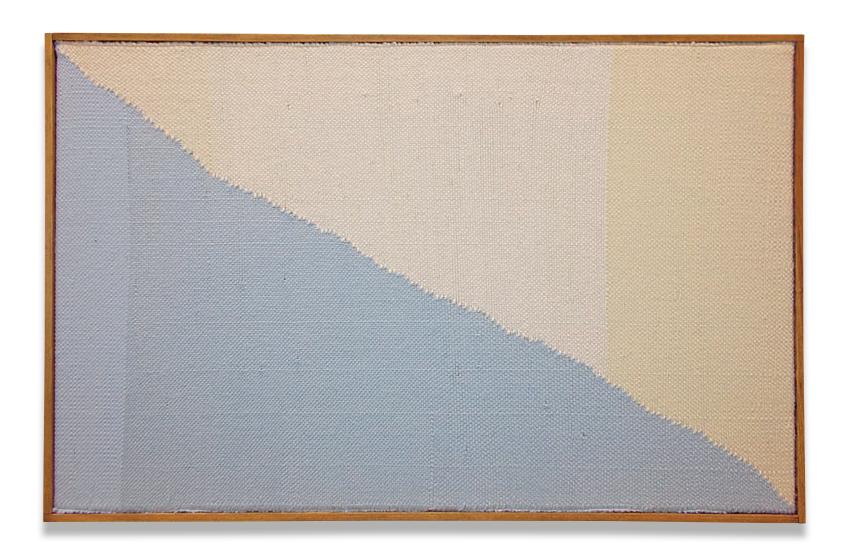
Estimate £6,000-8,000 \$9,100-12,100 €7,900-10,500 ‡ ♠

**PROVENANCE**Frutta Gallery, Rome

"Initially I came to this imagery, much of which comes from language textbooks, because it had a banality that could be made funnier and more compelling by playing games with how it interacted with different modes of painting."

**OLIVER OSBORNE** 





### **BRENT WADDEN** b.1979

Baby Blue / White, 2014

handwoven fibres, wool, cotton, acrylic on canvas, in artist's frame  $56 \times 87 \text{ cm} (22 \times 34\% \text{ in.})$ 

Signed, initialled and dated 'Brent Wadden 2014, B W 2014' on the overlap.

Estimate £10,000-15,000 \$15,200-22,700 €13,100-19,700

PROVENANCE

**Private Collection** 

# 105

**ALEX OLSON** b. 1978

Proposal 7, 2012 oil on linen

155 x 109.2 cm (61 x 42% in.)

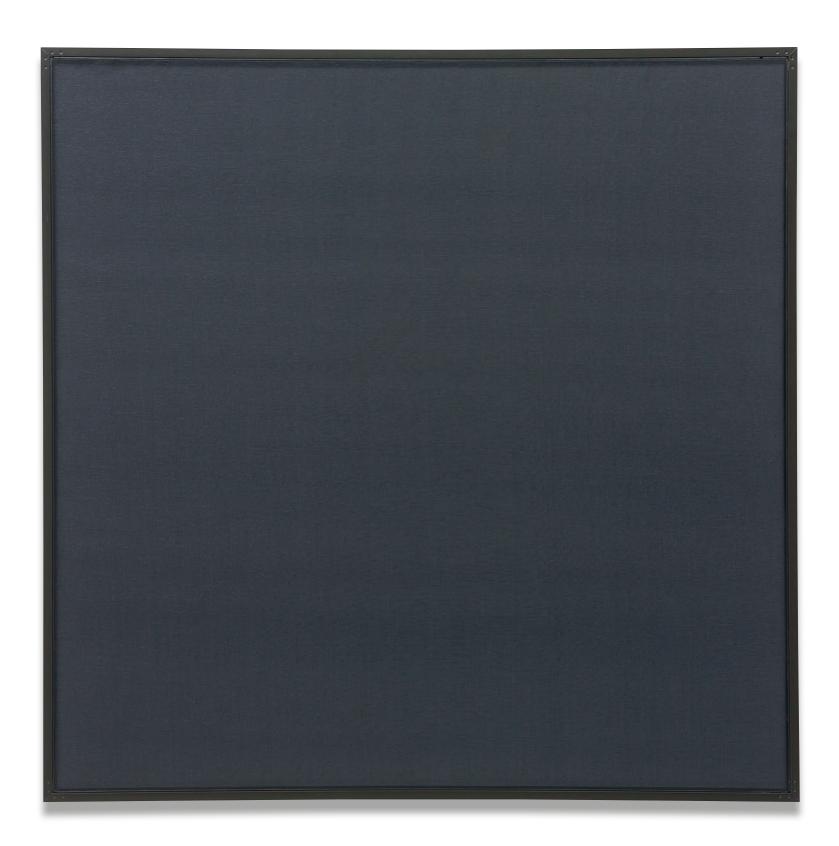
Signed and dated 'Alex Olson 2012' on the overlap.

Estimate £10,000-15,000 \$15,200-22,700 €13,100-19,700

PROVENANCE

**Private Collection** 





### **ARTIE VIERKANT** b. 1986

Air filter and method of constructing same 9, Black Square (Exploit), 2013 aluminium, charcoal, fibreglass mesh, organza  $114.3 \times 114.3 \times 114$ 

Estimate £6,000-8,000 \$9,100-12,100 €7,900-10,500

**PROVENANCE**New Galerie, Paris

# 107

### **GABRIELE DE SANTIS** b. 1983

Untitled, 2014 marble, acrylic on panel, in artist's frame  $122.2 \times 92.2 \text{ cm}$  (48% x 36¼ in.)

Estimate £8,000-12,000 \$12,100-18,200 €10,500-15,700 ‡ ♠

**PROVENANCE**Private Collection





### **SECUNDINO HERNÁNDEZ** b. 1975

Untitled, 2013
oil on canvas

162 x 132 cm (63¾ x 51¾ in.)

Signed and dated 'Secundino Hernández 13' on the reverse.

Estimate £15,000-20,000 \$22,700-30,300 €19,700-26,200 ‡ ♠

**PROVENANCE**Private Collection

# 109

**LEO GABIN** since 2000

Joke You On, 2009

lacquer, spray paint, acrylic, silkscreen ink on canvas 200 x 140 cm (78% x 55% in.)

Estimate £10,000-15,000 \$15,200-22,700 €13,100-19,700 ♠

PROVENANCE

Peres Projects, Berlin



NINA BEIER b. 1975

Portrait Mode [Miami Beach #3], 2011 found garments, in artist's frame  $147 \times 121 \times 6 \text{ cm} (57\% \times 47\% \times 2\% \text{ in.})$  This work is accompanied by a certificate of authenticity.

Estimate £10,000-15,000 \$15,200-22,700 €13,100-19,700 ‡ ♠

**PROVENANCE** Standard (Oslo), Oslo

"I usually say that my work is conceptually based and takes any form except painting...but I guess that's not even true anymore. I am wary of self-mediation though, because conceptually conceived work is already far too self-conscious."

NINA BEIER





### **ISRAEL LUND** b. 1980

Untitled, 2013 acrylic on unprimed canvas  $112.2 \times 86.5 \text{ cm} (44\% \times 34 \text{ in.})$ 

Signed and dated 'ISRAEL LUND Israel Lund 2013' on the overlap. This work is accompanied by a certificate of authenticity.

**Estimate** £20,000-30,000 \$30,300-45,500 €26,200-39,300 ‡

### PROVENANCE

Steve Turner Contemporary, Los Angeles

# 112

### **LUCIEN SMITH** b. 1989

It Happened One Night, 2012 acrylic on unprimed canvas 274.5 x 213.2 cm (108½ x 83½ in.) Signed 'Lucien Smith' on the overlap.

 $\textbf{Estimate}\ \pounds 30,000\text{-}50,000\ \$45,500\text{-}75,800\ \$39,300\text{-}65,600$ 

**PROVENANCE**Private Collection





### RYAN ESTEP b. 1980

No. 3 from the series Silica Sand, 2013 silica sand on canvas 172.6 x 117.7 cm (67% x 46% in.) Signed, titled and dated 'R. Estep #3 2013' on the reverse.

Estimate £8,000-12,000 \$12,100-18,200 €10,500-15,700 ‡

### PROVENANCE

Thierry Goldberg, New York

# 114

### PETER SUTHERLAND b. 1976

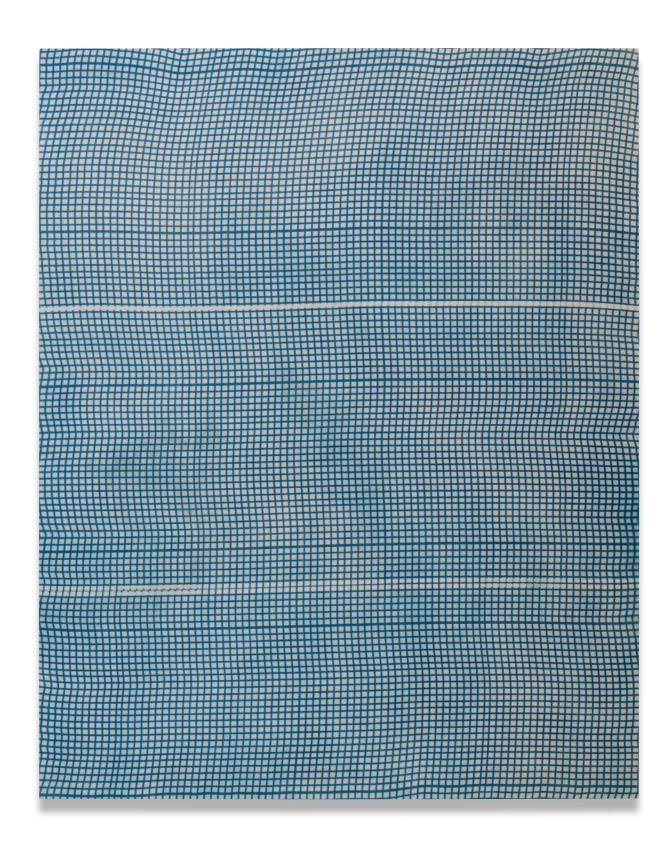
The Mountain - Chrome, 2013 mixed media on coated Masonite 183 x 121.6 cm (72 x 47% in.) Signed and dated 'PSutherland 2013' on the reverse.

Estimate £6,000-8,000 \$9,100-12,100 €7,900-10,500 ‡

### PROVENANCE

The Still House Group, New York





### **HUGH SCOTT-DOUGLAS** b. 1988

Untitled, 2012 cyanotype on linen 236.2 x 188 cm (92% x 74 in.)

Estimate £30,000-40,000 \$45,500-60,600 €39,300-52,500 ‡ ♠

**PROVENANCE**Private Collection

### 116

### **DAVID OSTROWSKI** b. 1981

F (Plötzlich Prinzessin), 2011 oil, lacquer, paper on canvas 199.7 x 150.3 cm (78% x 59% in.) Signed and dated 'David Ostrowski 11' on the overlap.

Estimate £50,000-70,000 \$75,800-106,000 €65,600-91,800 ‡ ♠

### PROVENANCE

Private Collection, Zürich

### EXHIBITED

Zürich, BolteLang, *Jonathan Binet, Lydia Gifford & David Ostrowski*, 25 February – 31 March 2012



### **CHRISTIAN ROSA** b. 1982

Dead on Arrival, 2013 pencil, charcoal, spray paint, oil stick, oil on canvas  $178 \times 239 \text{ cm}$  ( $70\% \times 94\% \text{ in.}$ ) Signed and dated '2013 Christian Rosa' on the reverse.

Estimate £30,000-50,000 \$45,500-75,800 €39,300-65,600 †

### PROVENANCE

Ibid Projects, London

### EXHIBITED

London, Saatchi Gallery, *Pangaea; New Art from Africa*, 2 April - 2 November 2014

#### LITEDATUDE

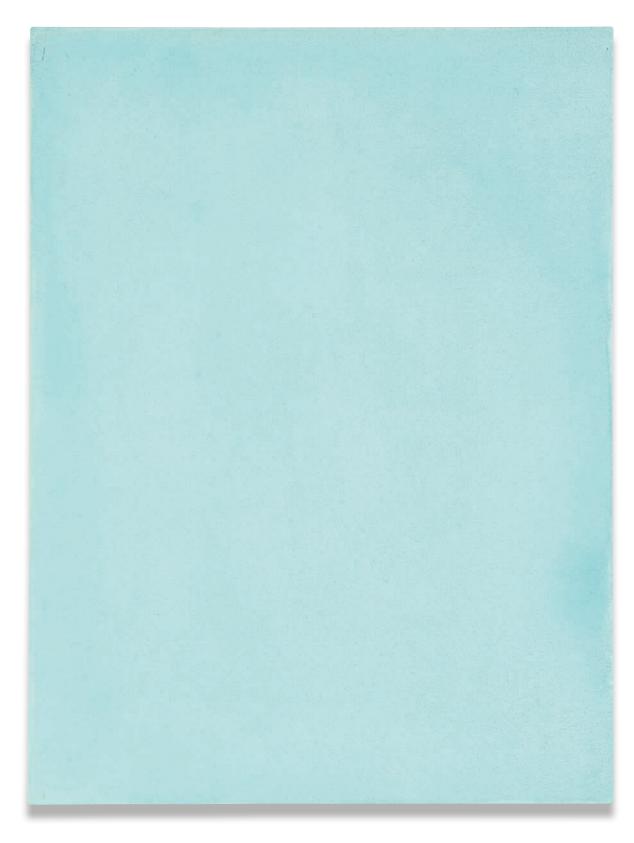
exh. cat., *Pangaea: New Art from Africa and Latin America*, published by the Saatchi Gallery, 2014, p.147-8

"I'm trying to evolve my own language step by step and just to make them basically look good for me, so I am happy."

CHRISTIAN ROSA







### NICK DARMSTAEDTER b. 1988

Duff, 2013 oxidized copper on canvas 61 x 45.7 cm (24 x 18 in.)

Signed, titled and dated "DUFF" Nick Darmstaedter 2013' on the reverse.

Estimate £5,000-7,000 \$7,600-10,600 €6,600-9,200 ‡

**PROVENANCE**Private Collection

# 119

**SAM FALLS** b. 1984 Untitled (Pots, Blue 3), 2013 acrylic on archival pigment print

141.7 x 111.4 cm (55¾ x 43¾ in.)

Estimate £5,000-7,000 \$7,600-10,600 €6,600-9,200

PROVENANCE

Albert Baronian, Brussels





### ETHAN COOK b. 1983

Untitled #36, 2013 hand woven cotton canvas, in artist's frame 128.2 x 130 cm (50½ x 51½ in.) Signed and titled 'E. Cook 2013' on the overlap.

Estimate £8,000-12,000 \$12,100-18,200 €10,500-15,700

**PROVENANCE**Private Collection

# 121

MARK HAGEN b. 1972

To Be Titled (Additive Painting #71), 2011 acrylic on hessian on panel 219.8 x 168 cm (86½ x 66½ in.) Signed and dated 'MARK HAGEN 2011' twice on the overlap.

Estimate £10,000-15,000 \$15,200-22,700 €13,100-19,700

PROVENANCE

Almine Rech Gallery, Paris





## MICHIEL CEULERS b. 1986

Commodity Painting for White Russian XVII, 2013 oil on panel

160.2 x 120.2 cm (63% x 47% in.)

Signed, titled and dated 'Michiel Ceulers 2013 "Commodity painting for White Russian XVII" on the reverse.

Estimate £8,000-12,000 \$12,100-18,200 €10,500-15,700 ♠

#### PROVENANCE

Maes & Matthys Gallery, Antwerp

In the present lot, which forms part of the *Spirit Painting* series, Michiel Ceulers adopts the use of QR-encoding. Painted with thick black greasy oil paint, the QR-code can be scanned with a smartphone which will lead the viewer directly to a YouTube video entitled 'How to make a white Russian' which explains the process of making the aforementioned cocktail. The intermittency of the technological aspect between these works, enables Michiel Ceulers to question the historical importance and intellectual weight of abstract painting by means of the internet and the instantaneous flow of information and fact we are able to garner readily online.



# **DAVID OSTROWSKI** b. 1981

F (Deutscher Film), 2011 oil and paper on canvas 200 x 150 cm (78% x 59 in.) Signed and dated 'David Ostrowski 11' on the overlap.

Estimate £40,000-60,000 \$60,600-90,900 €52,500-78,700 ♠

**PROVENANCE**BolteLang, Zürich
Private Collection, Europe



### **DAN REES** b. 1982

Artex Painting, 2012 oil on canvas, in artist's frame 140 x 100 cm (55½ x 39¾ in.) Signed and dated 'Dan Rees 2012' on the reverse.

Estimate £20,000-30,000 \$30,300-45,500 €26,200-39,300 ‡ ♠

**PROVENANCE**Private Collection

# 125

### RYAN SULLIVAN b. 1983

October 4, 2010 - October 21, 2010, 2010
oil on canvas
114.3 x 86.4 cm (45 x 34 in.)
Signed, titled and dated 'Ryan Sullivan OCTOBER 4, 2010 - OCTOBER 21, 2010 2010' on the reverse.

**Estimate** £25,000-35,000 \$37,900-53,000 €32,800-45,900 ‡

**PROVENANCE**Private Collection





### MARK FLOOD b. 1957

Baroque Oddity, 2010 acrylic on canvas 122.3 x 61 cm (48½ x 24 in.)

Signed, titled and dated '8-12-10 2 "BAROQUE ODDITY" Mark Flood SF, NM' on the overlap.

Estimate £20,000-30,000 \$30,300-45,500 €26,200-39,300 ‡

#### PROVENANCE

Peres Projects, Berlin

# 127

#### MICHAEL MANNING b. 1985

Shrimp Pad Thai Pizza, 2014 acrylic over digital painting on canvas 244 x 183 cm (96% x 72 in.) Signed 'Manning' on the overlap.

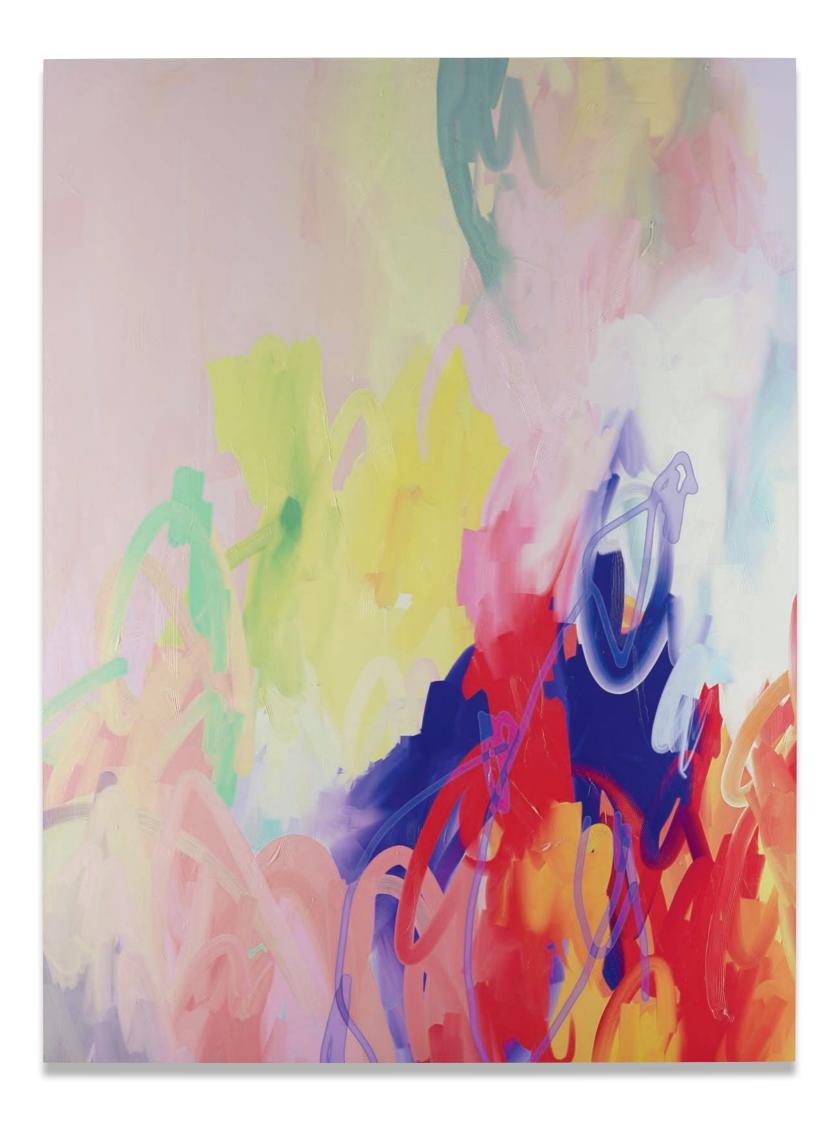
**Estimate** £10,000-15,000 \$15,200-22,700 €13,100-19,700

### PROVENANCE

Private Collection

#### XHIBITED

Stockholm, Carl Köstyal, *Wild Fusion Volume III*WWWHATWWWEDOISSECRET, 28 August - 28 September 2014





# **JEAN-BAPTISTE BERNADET** b. 1978

Fortune, 2011 acrylic, gesso, glitter on canvas 200 x 180 cm ( $78\frac{3}{4}$  x  $70\frac{7}{6}$  in.) Signed, titled and dated 'JEAN BAPTISTE BERNADET "FORTUNE" 2011' across the overlap and stretcher. Further signed 'BERNADET' on the reverse.

Estimate £10,000-15,000 \$15,200-22,700 €13,100-19,700 ♠

**PROVENANCE**Galerie Torri, Paris



# MICHAEL STANIAK b. 1982

Untitled, 2014 casting compound, acrylic on MDF panel, in artist's steel frame 121.4 x 91.1 cm (47% x 35% in.) Signed and dated 'MICHAEL STANIAK 2014' on the reverse.

Estimate £7,000-9,000 \$10,600-13,600 €9,200-11,800 ‡

**PROVENANCE**Private Collection



# **DANIEL TURNER** b. 1983

Untitled (5150), 2012 bitumen emulsion, vinyl, wood 43.1 x 37.1 cm (16% x 14% in.) Signed, titled and dated 'TURNER 1-6-12 DANIEL TURNER 1-6-12 1-6-12 Untitled 5150 1-6-12 TURNER' on the stretcher.

Estimate £6,000-8,000 \$9,100-12,100 €7,900-10,500

### PROVENANCE

West Street Gallery, New York



# **RASHID JOHNSON** b. 1977

Far Away, 2008 spray paint on mirrored glass, in artist's frame 116.5 x 116.5 cm (45% x 45% in.)

**Estimate** £20,000-30,000 \$30,300-45,500 €26,200-39,300

**PROVENANCE**Nicole Klagsbrun Gallery, New York



### MICHAEL STANIAK b. 1982

IMG\_853 (Internet Blue), 2014 casting compound, acrylic on board, in artist's steel frame  $121 \times 91.1 \, \text{cm} (47\% \times 35\% \, \text{in.})$  Signed and dated 'MICHAEL STANIAK 2014' on the reverse.

Estimate £7,000-9,000 \$10,600-13,600 €9,200-11,800

#### PROVENANCI

Steve Turner Contemporary, Los Angeles

## 133

### PARKER ITO b. 1986

Inkjet Painting #3, 2013 inkjet on silk 162.5 x 111.7 cm (63% x 43% in.)

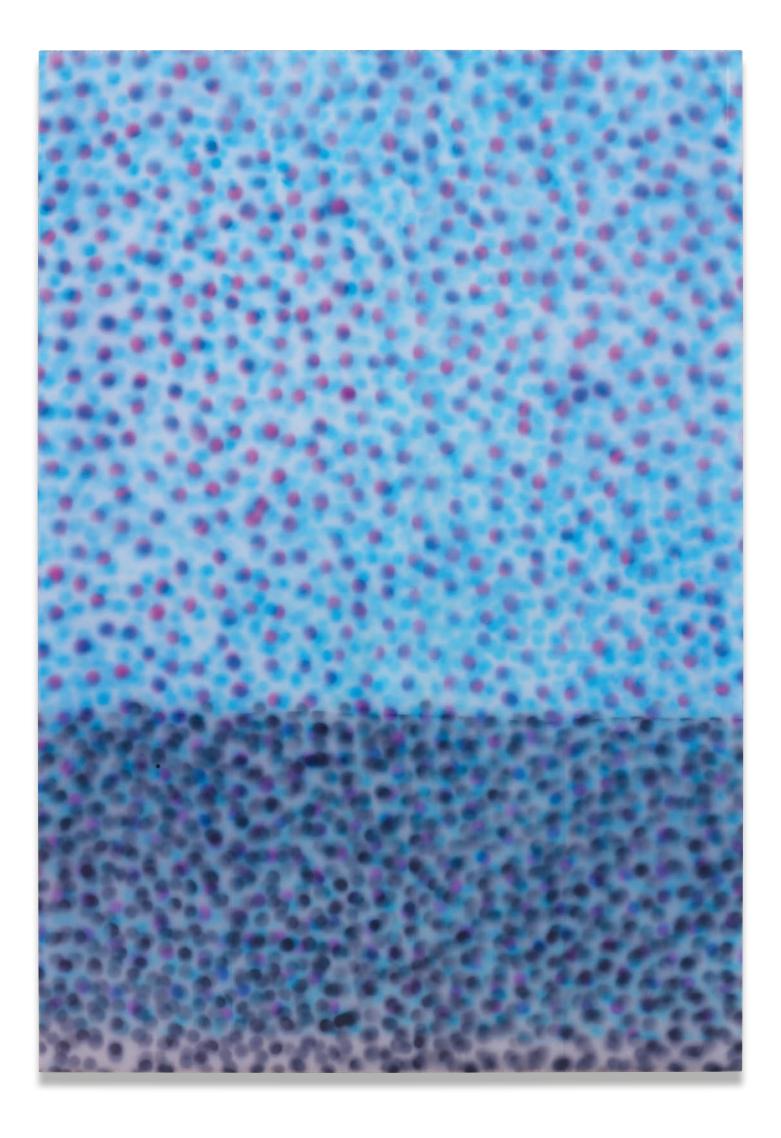
Estimate £15,000-20,000 \$22,700-30,300 €19,700-26,200 ‡

#### PROVENANCE

Prism Gallery, West Hollywood

#### EXHIBITED

West Hollywood, Prism Gallery, Parker Ito + Helen Johnson: Air to Surface, 24 May 2013 – 6 July 2013





## **OSCAR TUAZON** b. 1975

I Can't See, 2011 paper, cement, in artist's wooden frame  $34 \times 26.1 \text{ cm} (13\% \times 10\% \text{ in.})$ 

Estimate £6,000-8,000 \$9,100-12,100 €7,900-10,500

**PROVENANCE**Balice Hertling, Paris

# 135

### **LUCIEN SMITH** b. 1989

Untitled (Black 3), 2012 acrylic on unprimed canvas 61 x 41 cm (24 x 16½ in.) Signed 'Lucien Smith' on the overlap.

Estimate £10,000-15,000 \$15,200-22,700 €13,100-19,700

#### PROVENANCE

White Columns Benefit Exhibition + Auction, 12 May 2012, Lot 12 (Courtesy of the Artist and OHWOW, New York and Los Angeles) Private Collection



## NICOLAS DESHAYES b. 1983

Acids (1), 2012 anodised aluminium, vacuum formed plastic  $110 \times 170 \text{ cm}$  (43 $\frac{1}{2} \times 66\frac{1}{2} \text{ in.}$ )

Estimate £6,000-8,000 \$9,100-12,100 €7,900-10,500 ♠ †

#### PROVENANCE

Jonathan Viner, London

#### **EXHIBITED**

London, Saatchi Gallery, New Order: British Art Today, 26 April 2013 - 16 January 2014

London, Jonathan Viner, *Nicolas Deshayes: Browns in Full Colour*, 10 May-16 June 2012

#### LITERATURE

exh. cat., New Order: British Art Today, published by the Saatchi Gallery, 2013







## **ELAD LASSRY** b. 1977

Two works: (i) Sculpture (For Park), 2011; (ii) Woman (Head Shot), 2010

- (i) chromogenic print, in artist's frame
- (ii) gelatin silver print
- each 36.6 x 29.8 cm (14% x 11% in.)
- (i) This work is number 1 from an edition of 5 plus 2 artist's proofs.
- (ii) This work is number 5 from an edition of 5 plus 2 artist's proofs.

Estimate £10,000-15,000 \$15,200-22,700 €13,100-19,700

#### PROVENANCE

David Kordansky Gallery, Los Angeles









#### HALIM AL-KARIM b. 1963

Goddess in Love (Triptych), 2007 lambda print under silk, in three parts each panel 112.3 x 86.5 cm (44¼ x 34 in.)

Each signed, titled, numbered and dated 'GODDESS IN LOVE 5/5 Halim AI Karim 2007 Halim Al Karim' on the reverse. This work is number 5 from an edition of 5.

Estimate £8,000-12,000 \$12,100-18,200 €10,500-15,700 ♠ •

#### PROVENANCE

XVA Gallery, Dubai

Acquired directly from the above by the present owner

Walsall, The New Art Gallery, Behind the Mask, 16 July - 12 September 2010

#### LITERATURE

Nadine Descendre, Halim Al Karim, Skira, Milan, 2012, p. 50-51 (another example illustrated)

# 139

#### SUSAN HEFUNA b. 1962

Patience is Beautiful, 2008 wood, black ink 210.4 x 200.2 cm (82% x 78% in.)

Signed and dated 'Susan Hefuna 2008' on the reverse.

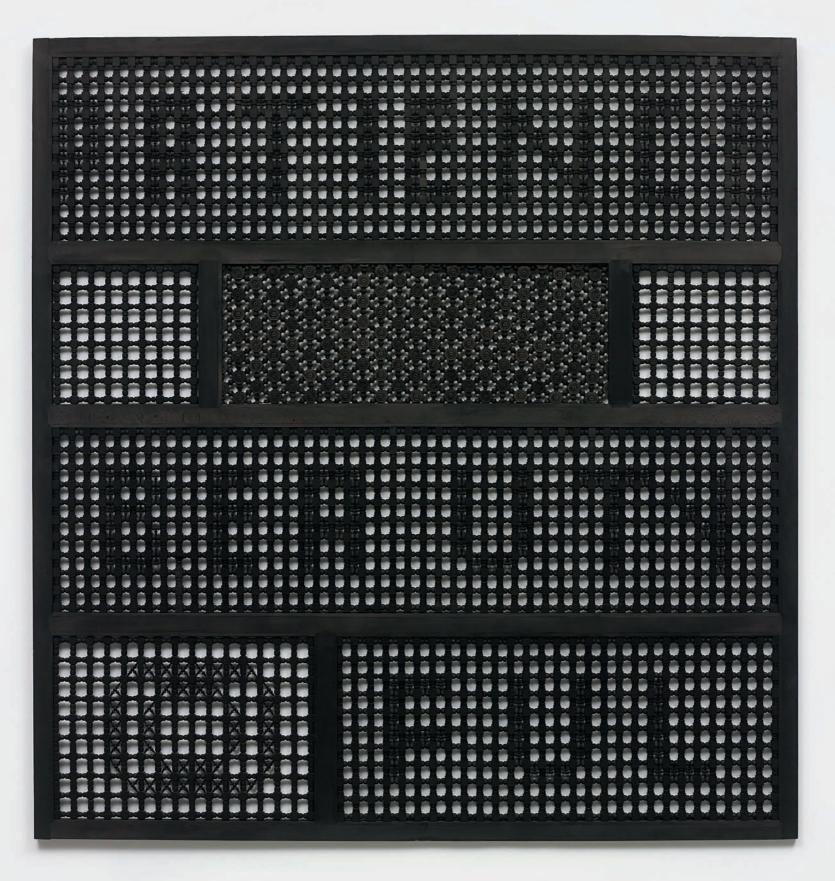
Estimate £20,000-30,000 \$30,300-45,500 €26,200-39,300 ♠

### PROVENANCE

Albion Gallery, New York

## EXHIBITED

Albion, New York, Susan Hefuna: Knowledge is Sweeter than Honey, 19 June - 1 August 2008





### **SCOTT REEDER** b. 1970

Untitled (Pasta Painting), 2013
acrylic, enamel on canvas
162.6 x 111.8 cm (64 x 44 in.)
Signed, titled and dated "UNTITLED" PASTA PAINTING Scott Reeder 2013'
on the overlap.

Estimate £8,000-12,000 \$12,100-18,200 €10,500-15,700 ‡

**PROVENANCE**Kavi Gupta, Chicago

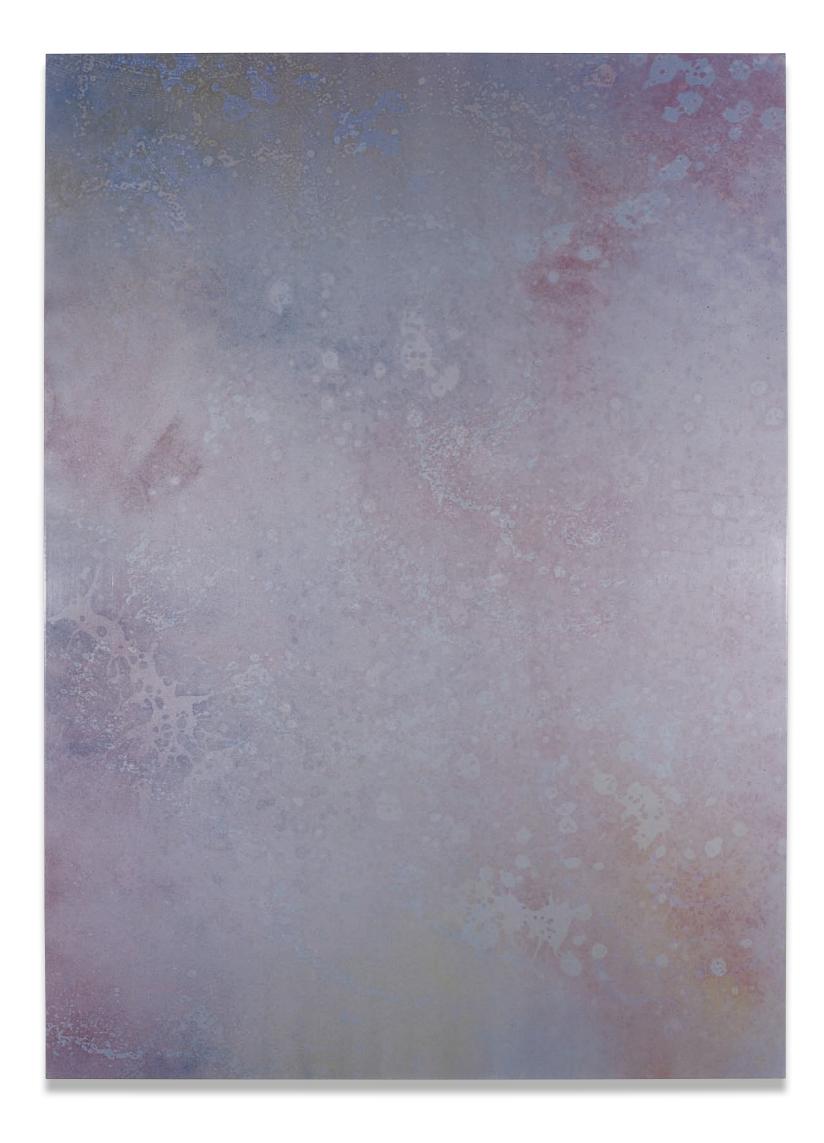
## 141

PARKER ITO b. 1986

The Agony and the Ecstasy, 2013 vinyl over enamel on 3M Scotchlite 162.8 x 117.5 cm (64½ x 46¼ in.)

Estimate £10,000-15,000 \$15,200-22,700 €13,100-19,700

**PROVENANCE**New Gallery, Paris



#### WALEAD BESHTY b. 1976

FedEx Box, International Priority, Los Angeles-Beijing (Tracking No. 875468976040), Beijing-Paris (Tracking No. 874269809620), 2011 laminated glass, silicone, metal, FedEx shipping box, packing tape, accrued FedEx tracking labels overall  $89.8 \times 60.5 \times 46$  cm ( $35\% \times 23\% \times 18\%$  in.)

Estimate £20,000-30,000 \$30,300-45,500 €26,200-39,300 ♠

**PROVENANCE**Private Collection

"I was interested in how art objects acquire meaning through their context and through travel, what Buren called, something like, 'the unbearable compromise of the portable work of art.'"

WALEAD BESHTY



#### GAVIN TURK b. 1967

Robert Morris Untitled 1965-72, 1990 distressed mirror plate glass and wood in four parts each  $76 \times 76 \times 76 \text{ cm}$  (29% x 29% x 29% in.) installation dimensions variable

This work is accompanied by a certificate of authenticity signed by the artist.

Estimate £30,000-50,000 \$45,300-75,600 €39,100-65,100 ♠

#### **PROVENANCE**

White Cube, London Private Collection, Europe

#### **EXHIBITED**

London, Jay Jopling, Denmark Street, Gavin Turk: Collected Works 1989-1993, December 1992-January 1993. Grenoble, MAGASIN Centre National d'Art Contemporain, *Gavin Turk: The* 

Negotiation of Purpose, June-September 2007

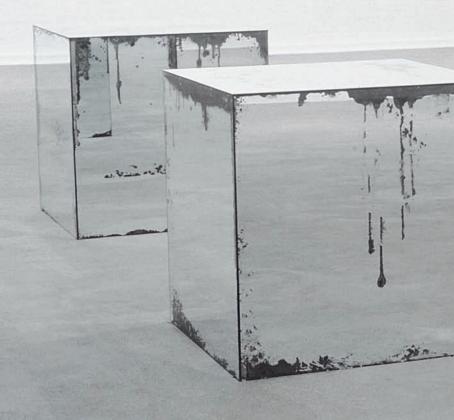
J. Roberts, Last of England, in Frieze, London, November-December 1993 (illustrated, p. 30)

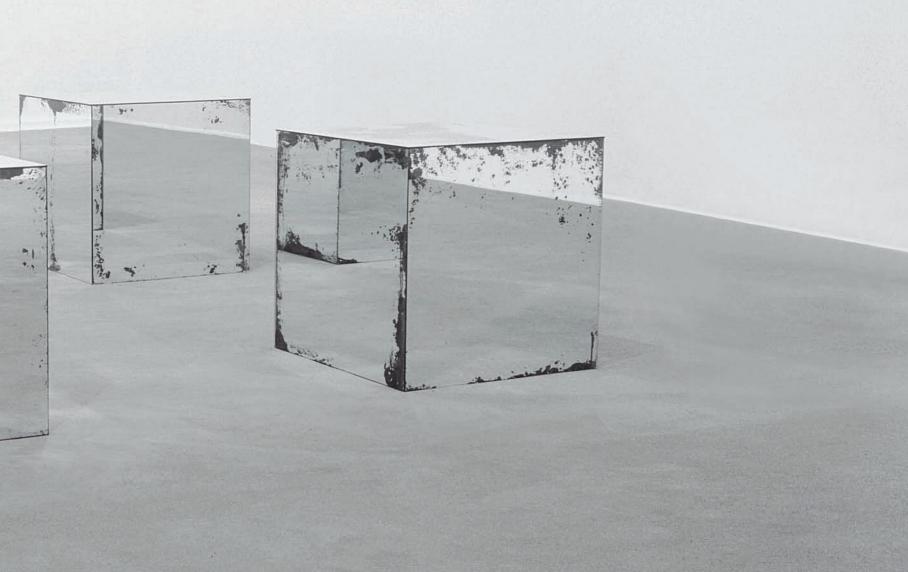
M. Archer, No Politics Please, We're British?, in Art Monthly, London, March 1996 (illustrated, p. 11)

D. Burrows, Exquisite Corpses, in Art Monthly, London, November 1998 (illustrated, p. 22)

J. Gasparina, Gavin Manzoni Warhol Duchamp Magritte Morris Beuys Klein Vicious Turk, in Art:21, Paris, summer issue, 2007

J. Collins; I. Sinclair, Gavin Turk, Munich/London 2013, pp. 28/29 (illustrated in colour)





#### ELMGREEN & DRAGSET b. 1961 and b. 1969

Marriage, 2004

mirrors, porcelain sinks, taps, stainless steel tube, soap  $178 \times 168 \times 81$  cm ( $70\% \times 66\% \times 31\%$  in.)

This work is from a series of 3 unique versions plus 1 artist's proof.

Estimate £40,000-60,000 \$60,600-90,900 €52,500-78,700 ♠

#### PROVENANCE

Galleri Nicolai Wallner, Copenhagen

#### **EXHIBITED**

Malmö Konsthall, Michael Elmgreen & Ingar Dragset, *This is the first day of my life*, 10 March - 6 May, 2007 (another example exhibited)

Nice, Musee d'Art Moderne et d'Art Contemporain, The Sickness of the Hunting: Part 1, 2008

La Biennale di Venezia, 53rd International Art Exhibition, Making Worlds, The Danish & Nordic Pavillions, *Elmgreen & Dragset: The Collectors*, June-November, 2009 (another example exhibited) Kiev, Pinchuk Art Centre, *Sexuality and Transcendence*, 24 April 2010 - 19 September 2010

#### LITERATURE

exh. cat., *The Sickness of the Hunting: Part 1*, Musee d´Art Moderne et d`Art Contemporain, Nice, 2008

exh. cat., Malmö Konsthall, Michael Elmgreen & Ingar Dragset, *This is the first day of my life*, Ostfildern, 2007, p. 306 ( another example illustrated)

exh. cat., La Biennale di Venezia, 53rd International Art Exhibition, Making Worlds, The Danish & Nordic Pavillions, Elmgreen & Dragset: The Collectors, Venice, 2009, p. 28 (another example illustrated)





"We question the world around us, and hope that other people are interested in the same questions, or are at least a little inspired to pose their own. If we were after a 'world revolution' it would be wiser to choose a different medium than art. Art cannot be measured by its outcome. Its lack of direct effect is what makes it urgent in this world that is so focused on efficiency and results."

**ELMGREEN & DRAGSET** 



# TATIANA TROUVÉ b. 1968

Untitled (ref: cable 9), 2009 metal, rubber, plastic installed 213.5 x 242 x 241 cm (84 x 95\% x 94\% in.)

Estimate £40,000-60,000 \$60,600-90,900 €52,500-78,700 ♠

**PROVENANCE**Johann Konig Galerie, Berlin

EXHIBITED

Nice, Musee d´Art Moderne et d`Art Contemporain, 2012

Geneva, Musee d´Art Moderne et d`Art Contemporain, 2014







### **DAMIEN HIRST** b. 1965

Beautiful Tomato Fight On A Summer's Day Painting, 2006 household gloss on canvas over board 91.6 x 91.6 cm (36½ x 36½ in.)

Dedicated and signed 'For Fila  $\P$  Damien' along the lower edge. Stamped by the Hirst studio on the reverse.

Estimate £60,000-80,000 \$90,900-121,000 €78,700-105,000 ♠

#### PROVENANCE

Gifted by the artist to the present owner

# 147

### **JOHN ARMLEDER** b. 1948

Anemone Sylvestris, 2006 oil, enamel, glitter on canvas 260.7 x 140.1 cm (102% x 55% in.)

Signed, titled and dated 'John Armleder 2006 ANEMONE SYLVESTRIS' on the overlap.

**Estimate** £40,000-60,000 \$60,600-90,900 €52,500-78,700

#### PROVENANCE

Simon Lee Gallery, London



MEL RAMOS b. 1935

Chiquita Banana, 2007 polychrome resin, plinth with acrylic glass vitrine figure  $86.4 \times 49.5 \times 44.5$  cm  $(34 \times 19\% \times 17\%$  in.) overall  $191.8 \times 61.6 \times 61.6$  cm  $(75\% \times 24\% \times 24\%$  in.) Signed and numbered 'Mel Ramos 5/8' on the side. This work is number 5 from an edition of 8 plus 4 artist's proofs.

Estimate £70,000-90,000 \$106,000-136,000 €91,800-118,000

**PROVENANCE**Galerie Patrice Trigano, Paris
Private Collection, France

"I'm inspired by female beauty, as much as classical and Renaissance painters."

MEL RAMOS



#### **GEORGE CONDO** b. 1957

Smiling Young Woman, 2008 oil on canvas 101.5 x 91.5 cm (39% x 36 in.)

Signed and dated 'Condo 08' upper left and again on the reverse.  $% \label{eq:condo} % \$ 

Estimate £120,000-180,000 \$181,000-272,000 €156,000-234,000 ‡

#### PROVENANCE

**Private Collection** 

Considered to be one of the most influential living artists, George Condo is credited with bolstering the medium of painting in the mid-1980s. Condo's signature style is something he calls 'artificial realism,' which he describes as 'the realistic representation of that which is artificial.' Incorporating multiple layers of contemporary and art historical references, Condo creates images by applying classical techniques to contemporary subjects and themes of everyday life.

Humorously warped, Condo's 'imaginary portraits' depict two or three sides of the sitter's personality at the same time, in a style he refers to as 'psychological cubism.' Utilising the modern language of Picasso and Braque, Condo is interested in portraying multi-dimensional characters such as the one in the present lot. *Smiling Young Woman* is not the type of person 'you want to spend a lot of time staring at,' but her animalistic features are painted with such meticulous care that her grotesqueness is made endearing and captivating.





#### **UGO RONDINONE** b. 1964

31 Mai 2008, 2008 acrylic on canvas 100 x 70 cm (39% x 27½ in.)

Signed, titled and dated '31. Mai 2008 Rondinone' on the stretcher. This work is accompanied by a certificate of authenticity.

Estimate £35,000-55,000 \$53,000-83,300 €45,900-72,100

**PROVENANCE**Private Collection

# 151

PROPERTY FROM A DISTINGUISHED EUROPEAN COLLECTION

#### FRANCESCO VEZZOLI b. 1971

Enjoy the New Fragrance (Frida Kahlo for Greed), 2009 inkjet, brocade, wool, cotton, metallic embroidery, custom jewellery, in artist's frame

framed 185.2 x 135.1 cm (72% x 53½ in.)

Estimate £30,000-50,000 \$45,500-75,800 €39,300-65,600 ♠

# PROVENANCE

Gagosian Gallery, Rome

# ENJOY THE NEW FRAGRANCE FRIDA KAHEO FOR FRANCESCO VEZZOLI

#### **UGO RONDINONE** b. 1964

Everything gets lighter everyone is light, 2004 cast resin 265 x 266 x 201 cm (104% x 104% x 79% in.) This work is number 1 from an edition of 3 plus 1 artist's proof and is accompanied by a certificate of authenticity signed by the artist.

Estimate £50,000-70,000 \$75,800-106,000 €65,600-91,800

**PROVENANCE**Private Collection

"I always say that you don't have to understand an artwork. You have just to feel it. In my work I use very basic raw symbols, something that everybody can relate to, from a child to an old person, from the East to the West."

**UGO RONDINONE** 



YAYOI KUSAMA b. 1929

Untitled, 1998 acrylic on canvas 52.6 x 45.4 cm ( $20\frac{3}{4}$  x 17% in.) Signed, dated and numbered 'Yayoi Kusama 1990 9033' on the reverse. This work is registered with the artist's archive under no. 1135.

Estimate £50,000-70,000 \$75,800-106,000 €65,600-91,800

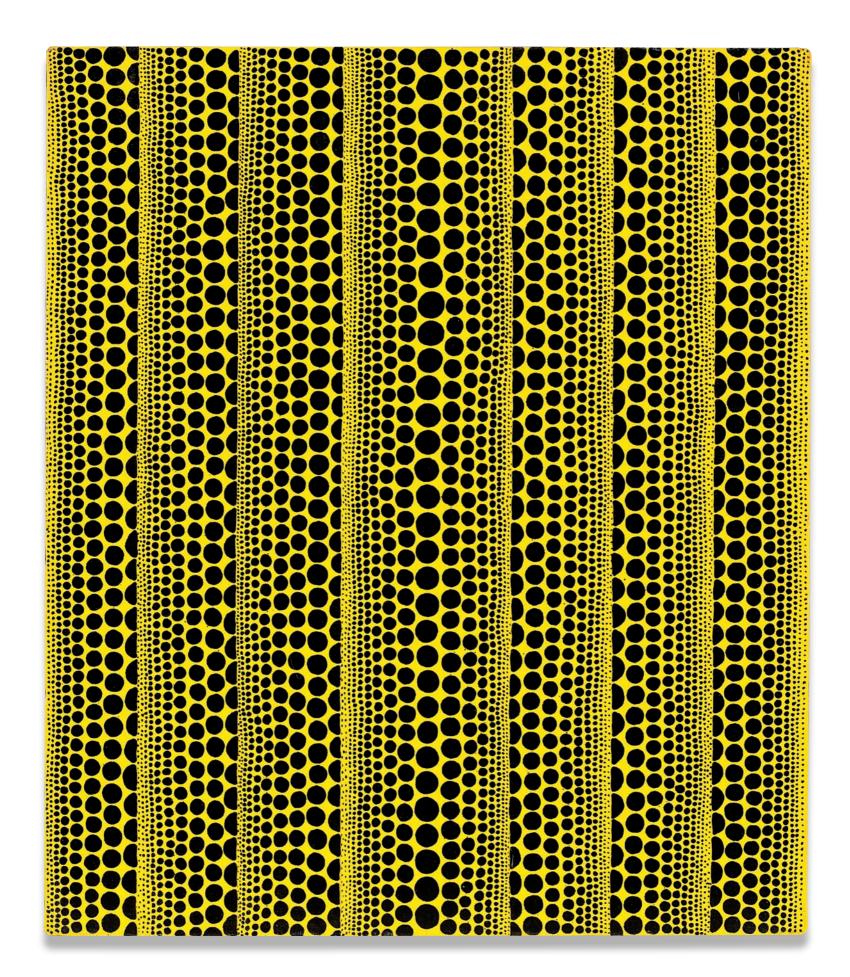
**PROVENANCE**Private Collection

"In this universe, the moon, the sun, each and every star, my own life, your life, they are all a single polka dot among billions. I have love and awe towards all these things. I want to send my earnest wish of overcoming conflicts and terrors of the world, the wish of peace for the people."

YAYOI KUSAMA

Born in Japan in 1929, Yayoi Kusama has been at the forefront of the avant-garde for over half a century. Her instantly recognisable motifs of polka-dots and pumpkins explore themes of psychedelia, repetition, and obsessive patterning. Many of these images originate in her recording of the vivid hallucinations that she has experienced since early childhood: following a breakdown on her return from New York to Japan, in 1977 she was voluntarily admitted to the Seiwa Hospital for the Mentally III, where she has remained ever since. The botanical and organic forms that pervade her aesthetic also make reference to her family's background as seedling merchants, infusing minimalist form with autobiographical significance. In one of her early literary works, Kusama writes that 'a polka-dot has the form of the sun, which is a symbol of the energy of the whole world and

our living life, and also the form of the moon, which is calm. Round, soft, colorful, senseless and unknowing. Polka-dots become movement ... Polka dots are a way to infinity.' (Yayoi Kusama, *Manhattan jisatsu misui joshuan [Manhattan Suicide Addict*], Tokyo: Kosakuha, 1978). The present lot is an excellent example of the mysterious and dynamic sensory power of these shapes, a rhythmic undulation enacting the calm and focus that they offer in Kusama's restless psychological landscape. Kusama is sharply critical of the lack of support for contemporary art in her native Japan, where she was declared a 'national disgrace' for her nude happenings in 1960s New York; now cherished as a vital voice in conceptual art, her unique worldview persists exuberantly to this day.



#### **ZHANG HUAN** b. 1965

Callipers, 2008 ash, charcoal, resin on canvas 200 x 150 cm (78% x 59 in.) Signed and dated in English and Chinese 'Zhang Huan 2008' on the reverse.

Estimate £100,000-150,000 \$152,000-227,000 €131,000-197,000 ‡

#### PROVENANCE

Private Collection Sotheby's, London, *Contemporary Art Evening*, 15 February 2012, Lot 57 Acquired from the above sale by the present owner

Producing works in a variety of mediums including performance, photography, sculpture and painting, Zhang Huan is one of the most prolific contemporary artists working today. Since his return to China, Huan's work has become focused on the ideas of collective and individual memory as well as the sentiments of spirituality and shared experience. Both political and spiritual, Huan examines themes of identity and history from a personal and vulnerable position.

The present lot, *Callipers*, is part of the artist's most recognised series of ash paintings. In an incredibly laborious process, Huan collects ash from burned incense in Buddhist temples and then arduously sorts it into categories of gradation and texture in order to reproduce in acute detail humble portraits taken from old photographs. The photographs

from which the images are sourced feature anonymous figures in various situations typical of a distant way of life; Huan uses them to spark a shared collective memory held by a nation.

These works also explore how memory and spirituality relate to Buddhist practice. The ash, retaining some of the sweet scent it released in the temple, continues to fill the room in which the work is displayed. As one of the strongest triggers of memory, scent plays a powerful role in the reception of these works: the viewer is able to share in the prayers of those who burned the incense in the shrine and those who are depicted on the canvas, creating poignant, permeable layers of collective memory and experience.



PROPERTY FROM A DISTINGUISHED EUROPEAN COLLECTION

YAN PEÏ-MING b. 1960

Eros Centers, Prostituée de Bruxelles, 2005 oil on canvas 200 x 250 cm (78¾ x 98¾ in.) Signed, titled and dated "Eros Centers, Prostituée de Bruxelles" 2005 yan Pei-Ming' on the reverse.

Estimate £80,000-120,000 \$121,000-182,000 €105,000-157,000

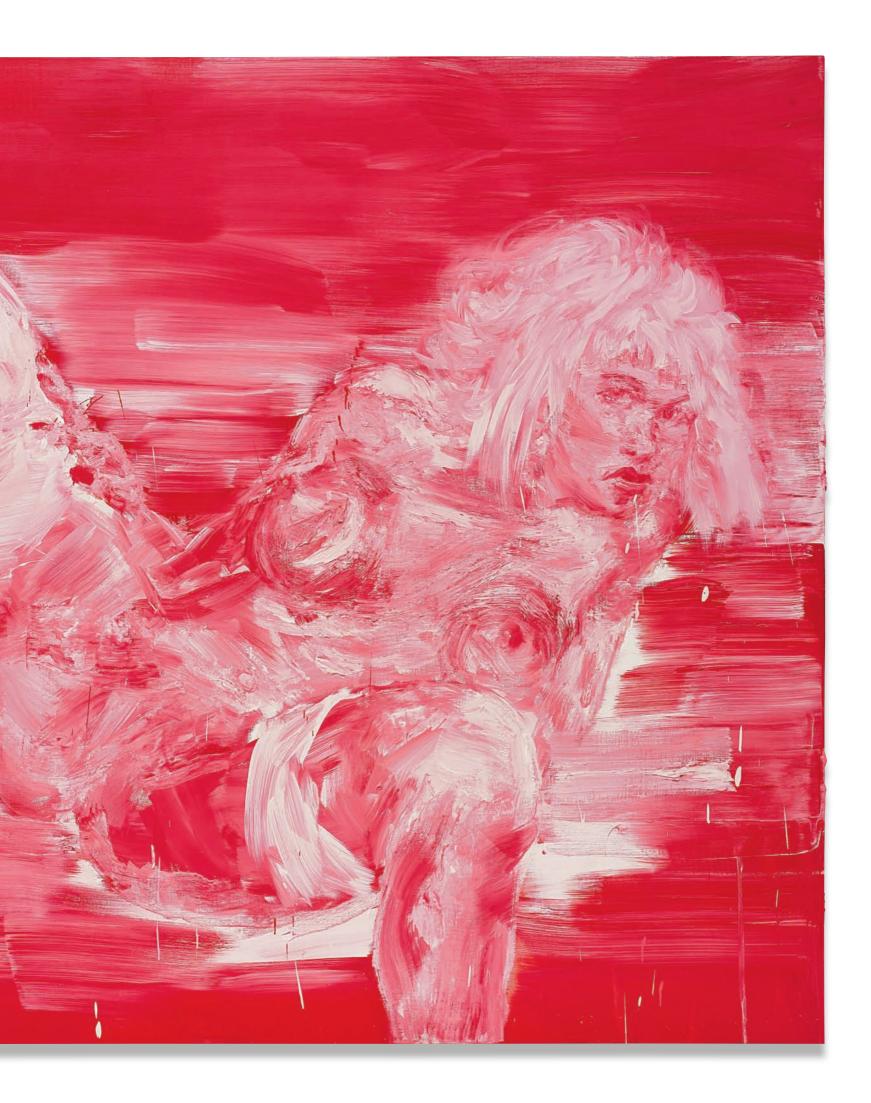
**PROVENANCE** 

Massimo de Carlo Gallery, Milan

"I am a very quiet person. I don't need to live next to the Louvre or the Pompidou Centre. I prefer the tranquility of Dijon. The work of an artist evolves with the environment where he works."

YAN PEÏ-MING





AHMED ALSOUDANI b. 1975

Untitled, 2010 acrylic, charcoal on canvas 155 x 132 cm (61 x 51% in.)

Estimate £70,000-90,000 \$106,000-136,000 €91,800-118,000 ‡

**PROVENANCE**Private Collection

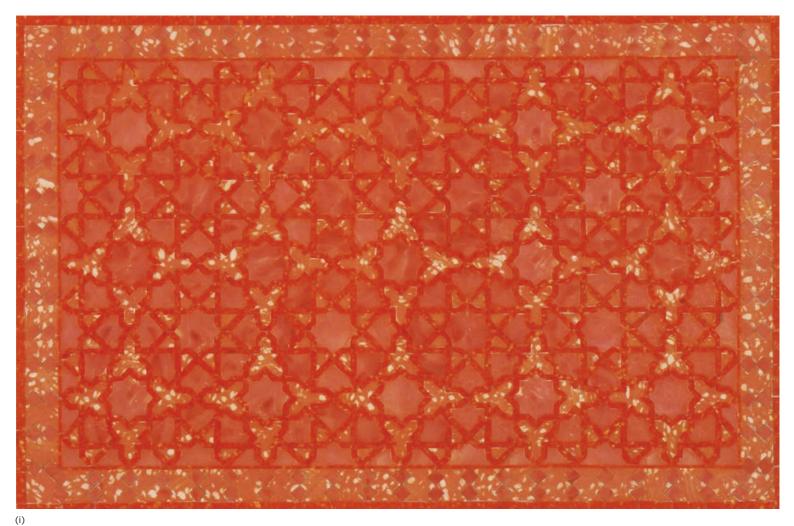
"I'm interested in both memory and history and in those potent areas between the two that enable me to keep memories alive in the present."

AHMED ALSOUDANI

Iraqi-born Ahmed Alsoudani fled his home country during the first Gulf War, eventually claiming asylum in the United States. Taking his childhood experiences of war as inspiration, Alsoudani explores the subject of, and his concern with, contemporary conflict. A graduate of the prestigious Yale MFA program, Alsoudani represented Iraq in the 2013 Venice Biennale and has had solo shows in London, Los Angeles, New York and Berlin.

Following in the tradition of Francisco Goya, Georges Grosz and Francis Bacon, Alsoudani's figures and scenes appear in transition and are full of anguish, agony and chaos. Grotesque and twisted bodies are depicted in scenes of carnage and devastation exaggerated through the artist's use of charcoal. The mixing and layering of charcoal and acrylic on canvas, as seen in the present lot, further exemplify the desolation and destruction of the horrors of war as it is viewed through a soot-covered lens. This turbulent aesthetic allows Alsoudani to focus on the aspects of human suffering: both the physical, through deformed and distorted figures, and the psychological, through a stylistic composition of raw and fragmented gestures.





#### (-)

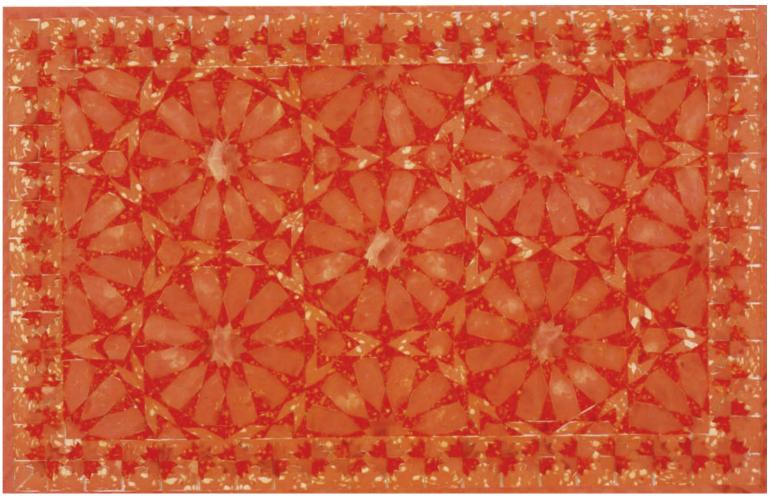
# 157

# WIM DELVOYE b. 1965

Two works: (i) Marble Floor #11; (ii) Marble Floor #13, 1999 chromogenic print on aluminium 110 x 171 cm (43% x 67% in.) Each signed 'Wim Delvoye' on a gallery label affixed to the reverse. Each work is number 1 from an edition of 1.

**Estimate** £20,000-30,000 \$30,300-45,500 €26,200-39,300 ♠

**PROVENANCE**Private Collection



PROPERTY FROM THE OLSSON ART COLLECTION

WIM DELVOYE b. 1965

Skull with Rose, 1994 tattooed pig skin, framed skin 129 x 106 cm (50% x 41% in.) frame 151 x 116.2 cm (59% x 45% in.)

Estimate £40,000-60,000 \$60,600-90,900 €52,500-78,700 ♠

#### PROVENANCE

Acquired directly from the artist by the present owner

#### EXHIBITED

*Middelheim, Wim Delvoye*: Openluchtmuseum voor Beeldhouwkunst Middelheim, 7 September - 16 November 1997

#### LITERATURE

exh.cat., Wim Delvoye: Openluchtmuseum Voor Beeldhouwkunst Middelheim, Antwerp, 1997, pp.19, 23

"I show the world works of art that are so alive, they have to be vaccinated...It lives, it moves, it will die. Everything is real."

WIM DELVOYE



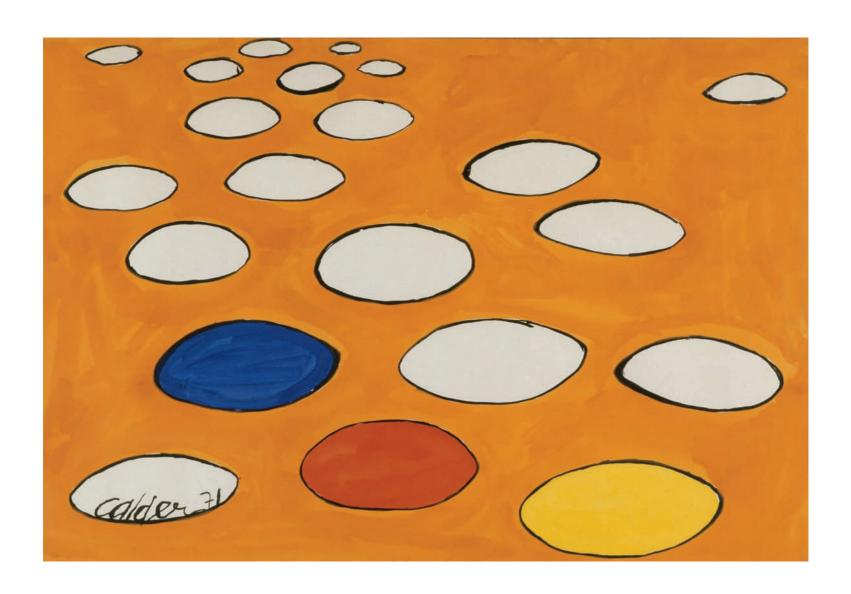


# **SEAN SCULLY** b. 1945

Estimate £15,000-20,000 \$22,700-30,300 €19,700-26,200 ♠

#### PROVENANC

Acquired directly from the artist Private Collection



# **ALEXANDER CALDER** 1898-1976

Untitled, 1971 tempera on paper  $75 \times 110 \text{ cm } (29\% \times 43\% \text{ in.})$  Signed and dated 'Calder 71' lower left.

**Estimate** £40,000-60,000 \$60,600-90,900 €52,500-78,700

# PROVENANCE

Galleria Bruno Fratus, Bergamo



# **MIKE KELLEY** 1954-2012

Untitled from the Sublime (Study for Dear Doctor), 1983 ink on paper  $45.5\,x\,60.5\,cm$  (17% x 23% in.)

Estimate £8,000-12,000 \$12,100-18,200 €10,500-15,700

#### PROVENANCE

Gagosian Gallery, London



# **GEORGE CONDO** b. 1957

Metamorphosis, 2006 red pencil on paper 45 x 43 cm (17¾ x 16¾ in.) Signed and dated 'Condo 06' upper right.

**Estimate** £20,000-30,000 \$30,300-45,500 €26,200-39,300

**PROVENANCE**Private Collection



# **ANDY WARHOL** 1928-1987

Dollar Sign, 1981 graphite on HMP paper 81.5 x 63 cm (32\% x 24\% in.) 'VF 24.025'

**Estimate** £40,000-60,000 \$60,600-90,900 €52,500-78,700 ‡

PROVENANCE Gagosian Gallery, Los Angeles Tony Shafrazi Gallery, New York Stellan Holm, New York

## EXHIBITED

Beverly Hills, Gagosian Gallery, *Andy Warhol:* \$, 1 November - 29 November 1997 New York, Tony Shafrazi Gallery, *Andy Warhol, Drawings*, 50's - 80's, 16 February - 30 March 2002



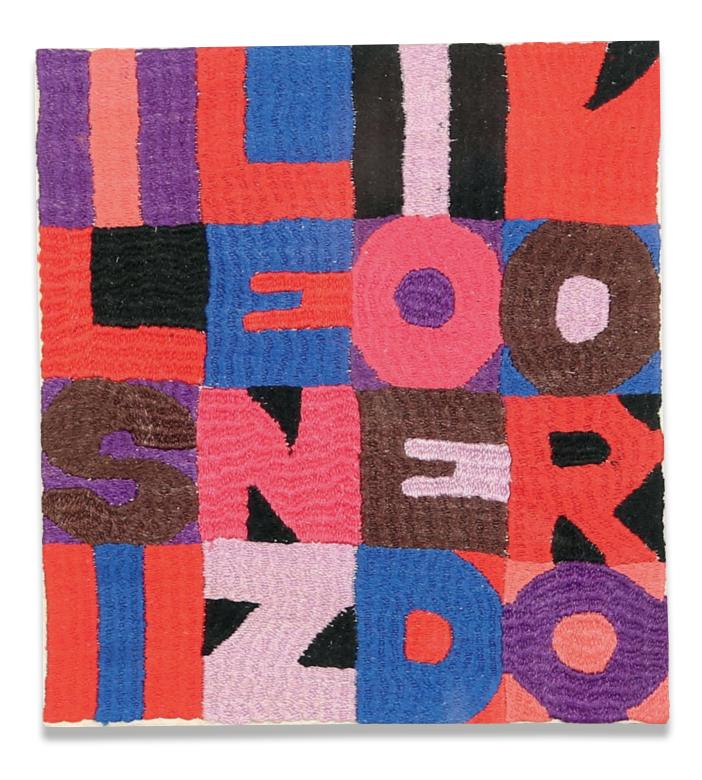
**KEITH HARING** 1958-1990

Sportswear International Cover, 1987 mixed media, collage on paper 99 x 77 cm (38% x 30% in.) Signed and dated 'K. Haring 1987©' lower right. Further signed, titled and dated 'SPORTSWEAR INTERNATIONAL COVER - AUGUST 14 - 1987 K. Haring ©' in the margin.

**Estimate** £40,000-60,000 \$60,600-90,900 €52,500-78,700 ‡

#### PROVENANCE

Private Collection, Switzerland



# **ALIGHIERO BOETTI** 1940-1994

Il Silenzio e' d'Oro, 1988 embroidery on cotton  $18.5 \times 17.5$  cm  $(7\frac{1}{4} \times 6\frac{7}{6}$  in.)

Signed 'Alighiero Boetti' on the overlap. This work is accompanied by a certificate of authenticity issued by the Archivio Alighiero Boetti, Rome.

**Estimate** £15,000-20,000 \$22,700-30,300 €19,700-26,200 ♠

# **PROVENANCE**Private Collection



# **ALIGHIERO BOETTI** 1940-1994

Piegare e Spiegare, 1989 embroidery on cotton 23.5 x 23.8 cm (9¼ x 9¾ in.)

Signed 'Alighiero Boetti' on the reverse. This work is accompanied by a certificate of authenticity issued by the Archivio Alighiero Boetti, Rome.

Estimate £15,000-20,000 \$22,700-30,300 €19,700-26,200 ♠

#### PROVENANCE

Acquired directly from the artist Private Collection, Milan



#### **ANDY WARHOL** 1928-1987

John and Lorraine Chamberlain, 1978 screenprint on Curtis Rag paper 89 x 114.3 cm (35 x 45 in.)

Stamped by The Estate of Andy Warhol and The Andy Warhol Foundation and numbered 'UP 45.12' on the reverse. This work is accompanied by a certificate of authenticity issued by the The Andy Warhol Foundation for the Visual Arts, Inc.

Estimate £25,000-35,000 \$37,900-53,000 €32,800-45,900

#### PROVENANCE

The Andy Warhol Foundation, New York

# 168

#### **GERHARD RICHTER** b. 1932

Two works: (i) 15.4.1999 [99/5], 1999; (ii) 27.4.1999 (3) [99/14], 1999 pencil on paper

- (i) 19 x 29.4 cm (7½ x 11% in.)
- (ii)  $21 \times 30.2 \text{ cm}$  ( $8\% \times 11\% \text{ in.}$ )
- (i) Signed and dated 'Richter 15.4.99' lower right.
- (ii) Signed and dated '27.4.99. Richter' upper left.

Estimate £15,000-20,000 \$22,700-30,200 €19,500-26,000 ‡ ♠

#### PROVENANCE

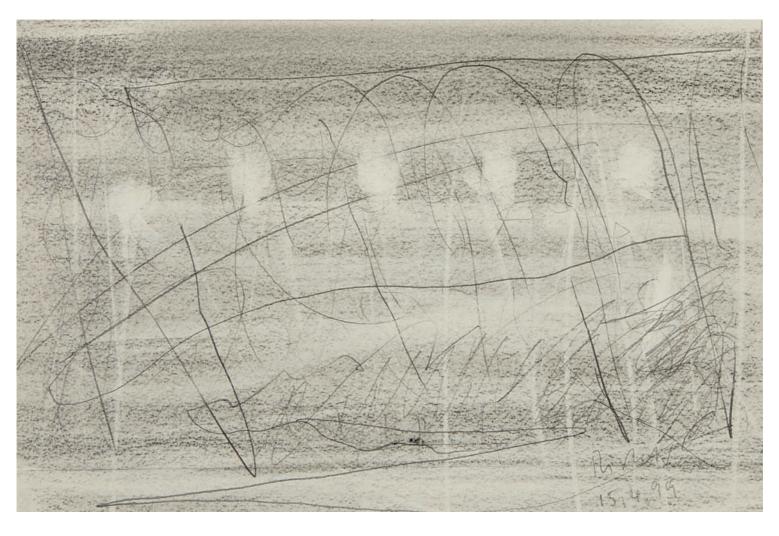
Marian Goodman Gallery, New York Private Collection Private Collection

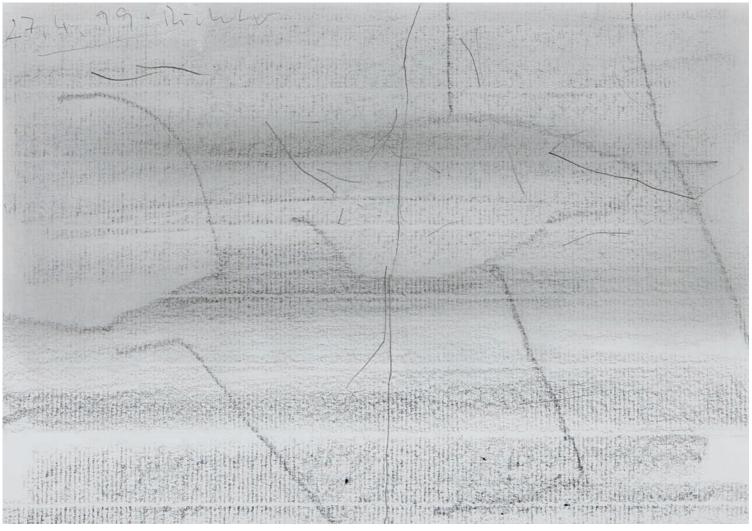
#### EXHIBITED

Winterthur, Kunstmuseum Winterthur, *Gerhard Richter: Drawings and Watercolours*, 4 September - 21 November 1999, then travelled to Kupferstich-Kabinett, Staatliche Kunstsammlungen Dresden, 15 January - 19 March 2000, Kaiser Wihelm Museum, Krefeld 9 April - 18 June 2000, De pont Museum voor Hedendaagse Kunst, Tilburg, 1 July - 8 October 2000

#### LITERATURE

Dieter Schwarz, *Gerhard Richter*. Zeichnungen 1964 -1999. Werkverzeichnis', Düsseldorf: Kunstmuseum Winterthur & Richter Verlag Düsseldorf, 1999, no. 99/5: p. 320, ill. in b/w; no. 99/14: p. 156, ill. in colour, p. 323, ill. in b/w (cat. rais.)





NIGEL COOKE b. 1973

Painter with New Brush, 2007
oil on canvas
235.3 x 160.5 cm (92% x 63¼ in.)

Signed, titled, numbered and dated '2007 NCA32 'PAINTER WITH NEW

BRUSH' Nigel Cooke' on the overlap.

Estimate £50,000-70,000 \$75,800-106,000 €65,600-91,800 ♠

**PROVENANCE** 

Modern Art (Stuart Shave), London

EXHIBITED

Moderna Museet, Sweden, The 1st at Moderna, 1 June - July 15 2007

"When does meaning get into the picture and convert the struggle into a second picture, outside of the mere paint, drawing the mind into a story, a setting, a drama? Why can't abstraction happen? And why, simultaneously, is it always already there?"

NIGEL COOKE

Nigel Cooke takes a great interest in the theory and practice of painting. He is well known for his quasi-surreal landscapes, scrawled with graffiti and populated by bizarre images from a fractured world of signifiers – disembodied heads, traumatised, chain-smoking vegetables, and eerie humanoid wanderers – which form complex dialogues with the process of representation. The present lot, like many of Cooke's works, features a 'painter' figure who may reflect the artist's own persona: the wastelands of dereliction and decay that these characters inhabit are often littered with the detritus of his studio. The image presented is haunting and unsettling on a monumental scale.

Talking of his cartoon vegetable motifs, Cooke has said 'I sort of feel that combination of simplicity and worldweariness has a certain "flavour;" it has a moronic and rather hysterical flavour that I want to increase.' (Nigel Cooke in conversation with Ingvild and Stephan Goetz, 2013, nigelcooke. net). The 'painter' here has a similar dark absurdity: faceless and with twisted feet, he holds something that looks eminently inadequate as a brush, and is following a bait that dangles limply in front of him like a carrot in front of a donkey. Some form emerges abortively from the figure's head, bright against the flat, chalky pallor of the ground into which he blends: perhaps this configures the futility of Cooke's own artistic project, or a diseased internal state of consciousness born of squalid frustration. Both confusing and compelling, this icon of comical abjection stands in stark contrast to the lurid, grubby yellow of the background, and invites both mockery and sympathy.





#### SARAH MORRIS b. 1967

1984 [Rings], 2006 household gloss paint on canvas 152.4 x 152.4 cm (60 x 60 in.) Signed, titled and dated "1984 [RINGS]" Sarah Morris 2006' on the overlap.

Estimate £35,000-45,000 \$53,000-68,200 €45,900-59,000 ♠

# PROVENANCE

Friedrich Petzel Gallery, New York
Phillips de Pury, New York, *Contemporary Art Part II*, 15 May 2009, Lot 113
Acquired from the above sale by the present owner

# EXHIBITED

New York, Friedrich Petzel Gallery, *Sarah Morris: Robert Towne*, Ring Paintings, and Origami, 16 February - 17 March, 2007

#### LITERATURE

"Sarah Morris," The New Yorker, 19 March, 2007



# **BERNARD FRIZE** b. 1954

Isotopie Laughing, 2006 acrylic, resin on canvas 171 x 145 cm (67% x 57% in.) Signed and titled 'isotopie laughing 2006 22 Bernard FRIZE' on the overlap.

**Estimate** £15,000-20,000 \$22,700-30,300 €19,700-26,200 ♠

### PROVENANCE

Micheline Szwajcer Galerie, Brussels

#### EXHIBITED

Brussels, Micheline Szwajcer Galerie, *Bernard Frize*, 7 December 2006 - 20 January 2007

#### HAIM STEINBACH b. 1944

Untitled (garlic press, cheese grater, cup), 2001 shelf with assorted objects designed by Alessi  $28 \times 92.2 \times 21$  cm (11 x  $36 \% \times 8 \%$  in.) Signed, titled and dated 'Haim Steinbach, Untitled (garlic press, cheese grater, cup) 2001' on the underside of the shelf.

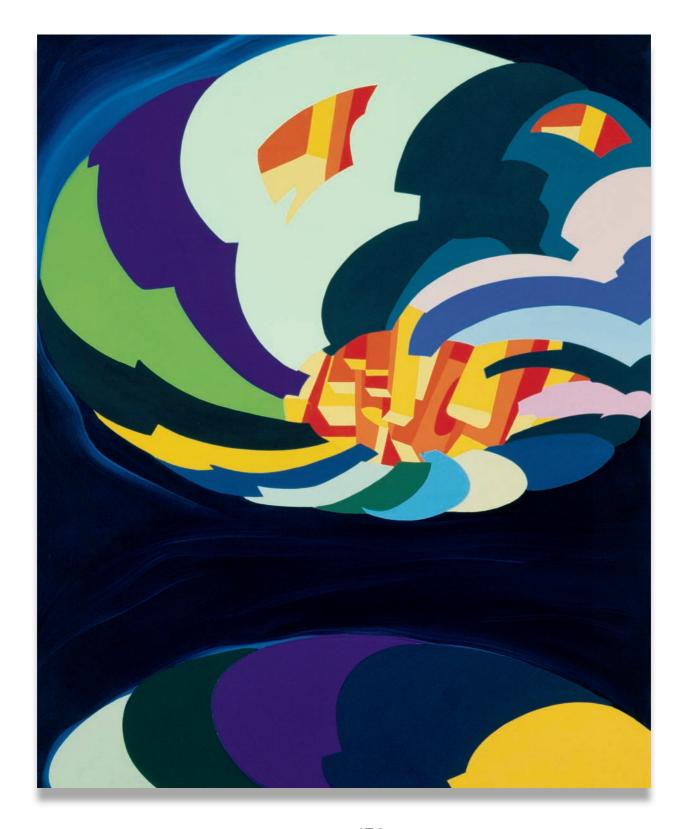
Estimate £15,000-20,000 \$22,700-30,300 €19,700-26,200

**PROVENANCE**Galleria Massimo Minini, Brescia

"Objects, commodity products, or artworks have functions for us that are not unlike words, [and] language. We invented them for our own use and we communicate through them, thereby getting onto self-realization."

HAIM STEINBACH





# FRANZ ACKERMANN b. 1963

Epicenter X, 2001

oil on canvas

160 x 130.2 cm (62% x 51¼ in.)

Signed and dated 'Franz Ackermann 01' on the reverse.

Estimate £40,000-60,000 \$60,600-90,900 €52,500-78,700 ♠

#### PROVENANCE

Galleria Gió Marconi, Milan

Phillips de Pury, New York, *Contemporary Art Part II*, 16 November 2007, Lot 264

Acquired from the above sale by the present owner

#### EXHIBITE

Milan, Galleria Gió Marconi, *Mercato 1-Mercato 2: Franz Ackermann*, April 20- 20 May 2001

# 174

# **GREGOR HILDEBRANDT** b. 1974

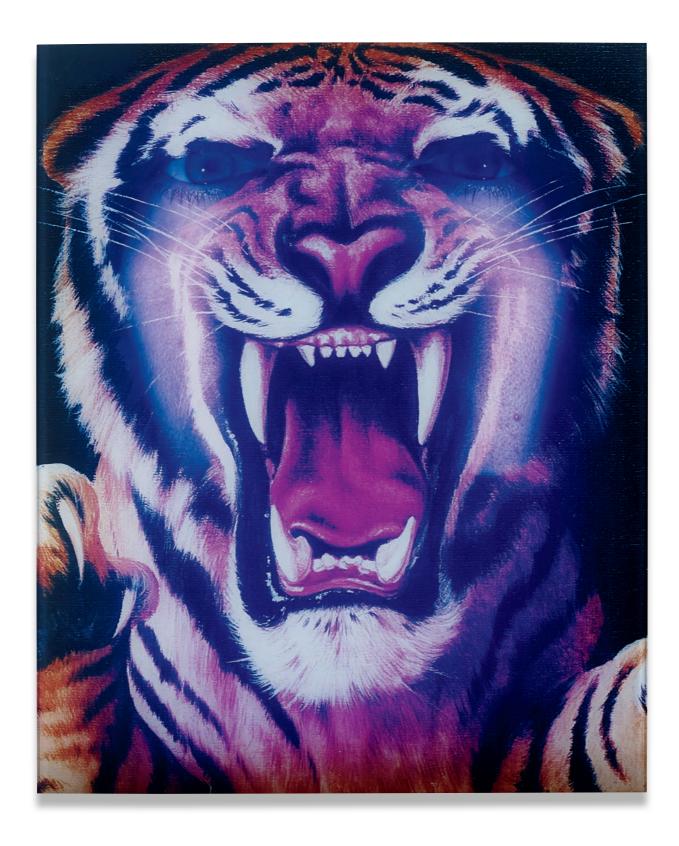
Alter Spiegel, 2008 cassette tape on canvas 292 x 192 cm (1147% x 755% in.)

Estimate £15,000-20,000 \$22,700-30,300 €19,700-26,200 ♠

# PROVENANCE

Wentrup Gallery, Berlin





PROPERTY FROM A DISTINGUISHED EUROPEAN COLLECTION

PIOTR UKLAŃSKI b. 1968

Untitled (Tiger, Bursting), 1998

chromogenic print, face-mounted to Perspex, flush-mounted to aluminium  $48.7\,x\,39.6$  cm (19½ x 15½ in.)

This work is number 1 from an edition of 5.

Estimate £20,000-30,000 \$30,300-45,500 €26,200-39,300 ♠

#### PROVENANCE

Gavin Brown's Enterprise, New York

# 176

#### **HARLAND MILLER** b. 1964

Animal Husbandry, 2003

oil on linen

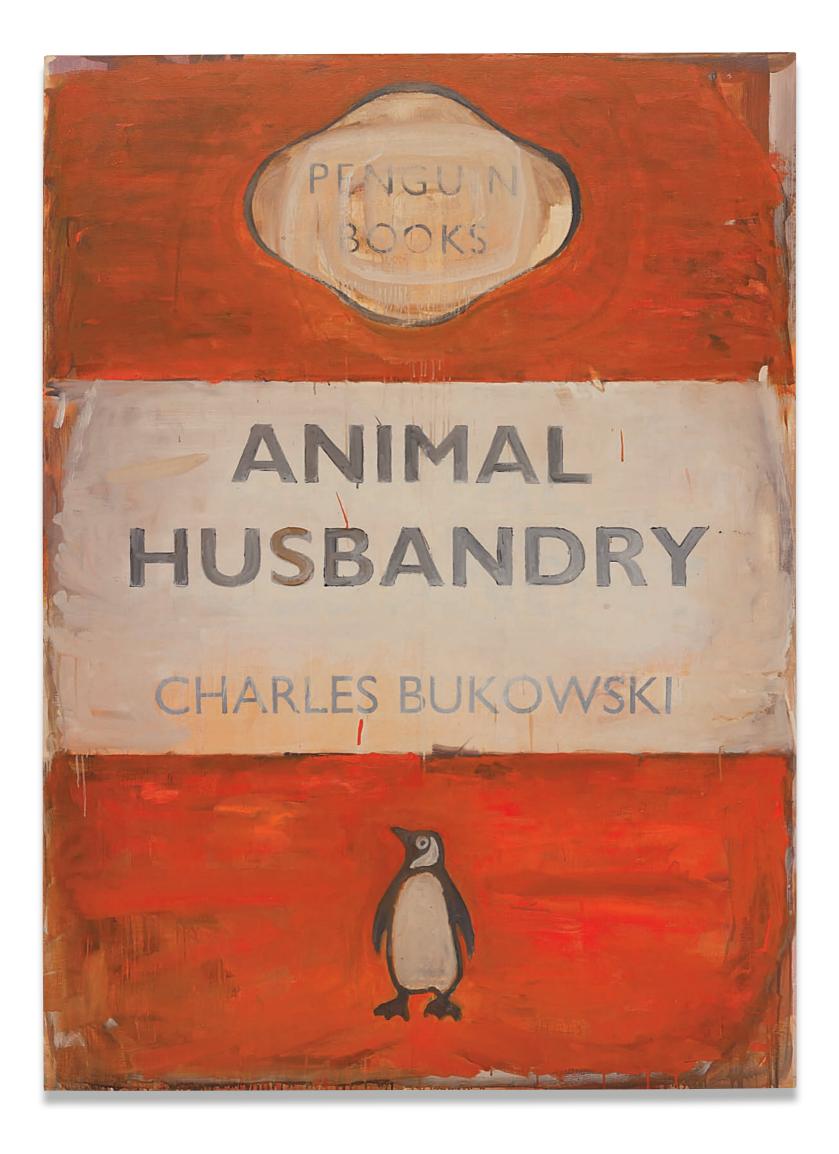
213.5 x 154.9 cm (84 x 60% in.)

Signed and dated 'Harland Miller 2003' on the reverse.

Estimate £15,000-20,000 \$22,700-30,300 €19,700-26,200 ♠

#### PROVENANCE

Gifted by the artist to the present owner





# ANSELM REYLE b. 1970

Untitled, 2008

acrylic, foil on canvas, in artist's acrylic glass box  $142.6 \times 121.6 \times 19.9 \text{ cm} (56\% \times 47\% \times 7\% \text{ in.})$ 

Estimate £30,000-50,000 \$45,500-75,800 €39,300-65,600 ♠

#### PROVENANCE

Private Collection

# 178

PROPERTY FROM A DISTINGUISHED EUROPEAN COLLECTION

**ANSELM REYLE** b. 1970

Untitled (for Otto Freundlich), 2006

oil, foil, coloured mirrored acrylic glass on canvas

297.7 x 139.7 cm (117¼ x 54% in.)

Signed and dated 'Anselm Reyle 2006' on the overlap.

**Estimate** £25,000-35,000 \$37,900-53,000 €32,800-45,900 ♠

#### PROVENANCE

Galerie Giti Nourbakhsch, Berlin

Phillips de Pury & Company, London, Contemporary Art Evening Sale, 13 October 2007, Lot 202

Acquired from the above sale by the present owner

#### EXHIBITED

Berlin, Künstlerhaus Bethanien, Painting as Presence - This is not a love song, 24 March – 23 April 2006

#### LITERATURE

exh.cat., Künstlerhaus Bethanien, *Painting as Presence – This is not a love song*, Berlin 2006, p. 7 (illustrated)



#### **FRANZ WEST** 1947-2012

Two works: (i) Uncle Chair; (ii) Uncle Chair, 2007 woven synthetic textile over steel tubular frame each  $84 \times 52.2 \times 57$  cm ( $33\% \times 20\% \times 22\%$  in.)

(i) Numbered P569 on rear left leg.

(ii) Numbered P557 on rear left leg.

Estimate £15,000-20,000 \$22,700-30,300 €19,700-26,200 ♠

#### PROVENANCE

Galerie Barbel Grasslin, Germany Galerie Sabine Knust, Munich Private Collection, United Kingdom





MARC QUINN b. 1964

Perfluorocarbonation, 2006

oil on canvas

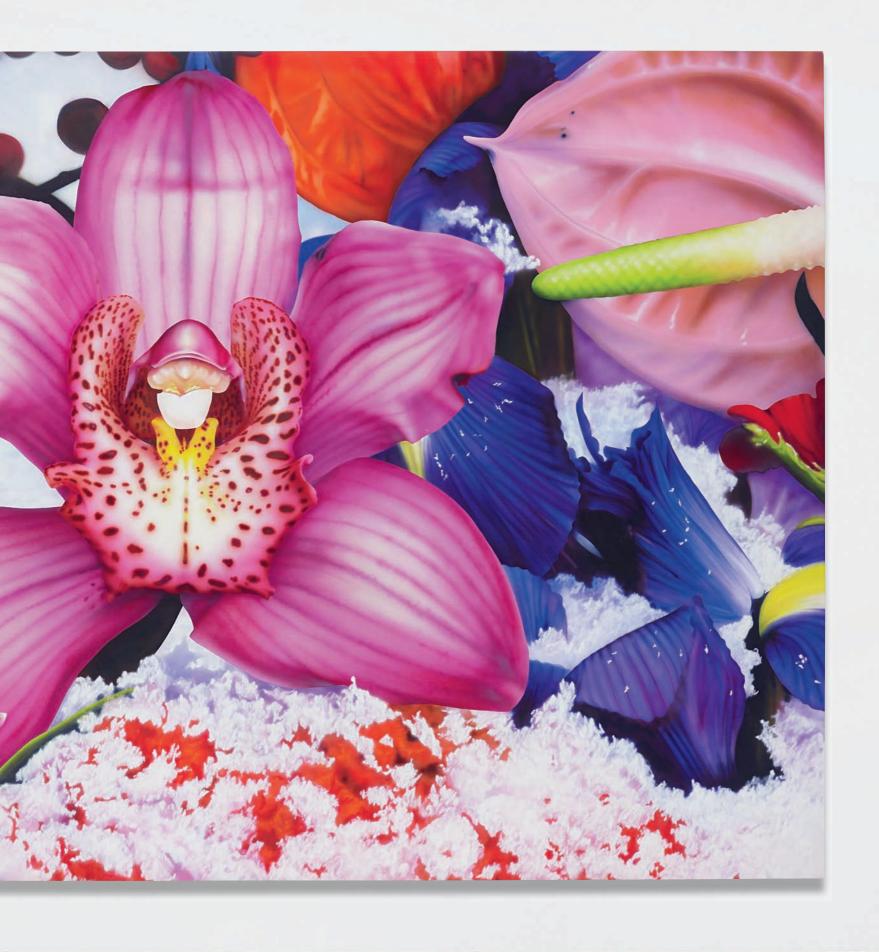
167 x 255.3 cm (65¾ x 100½ in.)

Signed, titled and dated 'Perfluorocarbonation Marc Quinn 2006' on the reverse.

Estimate £70,000-100,000 \$106,000-152,000 €91,800-131,000 ♠

**PROVENANCE**Private Collection





MARC QUINN b. 1964

Maquette for Siren, 2008 24k gold leaf on bronze 32.5 x 24 x 18 cm (12¾ x 9½ x 7½ in.)

Stamped with the artist's initials, dated and numbered 'MQ AP3 2008' on the underside. This work is artist's proof 3 of 6 from an edition of 12.

Estimate £70,000-90,000 \$106,000-136,000 €91,800-118,000 ‡ ♠

#### PROVENANCE

Private Collection, London Sotheby's, London, *Contemporary Art Day Sale*, 13 October 2012, Lot 284 Acquired from the above sale by the present owner

Provocative and infamous, Marc Quinn is best known as a member of the Young British Artists, whose other associates include Tracey Emin and Damien Hirst. Quinn, who was educated at Cambridge, has no formal art training but learned the craft of casting bronze as a studio assistant for Welsh artist Barry Flanagan. Quinn's oeuvre is devoted to reflecting unvarnished real life in art, which he does literally through the use of visceral materials such as blood or faeces and figuratively through cultural and spiritual imagery.

The present lot depicts an image from a series of works of the supermodel Kate Moss cast in a various contorted yoga positions. In relation to the series, Quinn explains that this 'is not a portrait of a person, it's a portrait of an image twisted by our collective desires.' Moss, a cultural icon, is cast as a secular deity of present day culture whose public image has been manipulated and warped by the vicissitudes of the media. An image of strange perfection, the distorted Moss stares ahead with fakir-like calm: she represents a comment on the image-obsessed society in which we live, and navigates the boundaries between ideas of 'cultural' and 'natural,' 'spiritual' and 'physical'.



**BANKSY** b. 1975

I wanted wine women and song..., 2005 stencilled spray paint, emulsion, plywood  $60 \times 56 \text{ cm } (23\% \times 22 \text{ in.})$  This work is unique, stencilled by the artist and is accompanied by a certificate of authenticity issued by Pest Control.

Estimate £50,000-70,000 \$75,800-106,000 €65,600-91,800 ♠

**PROVENANCE**Private Collection

"There are four basic human needs; food, sleep, sex and revenge."

**BANKSY** 





#### MARC QUINN b. 1964

Red Green Hallucination, 2008 acrylic and ink on panel, silicone flower  $40.6 \times 30.5 \times 7.8 \text{ cm} (15\% \times 12 \times 3\% \text{ in.})$ 

Signed, titled and dated 'Marc Quinn 2008 Red green hallucination' on the reverse.

Estimate £15,000-20,000 \$22,700-30,300 €19,700-26,200 ♠

#### PROVENANCE

Galerie Hopkins-Custot, Paris Christie's, Paris, *Contemporary Art*, Thursday, 5 June 2014, Lot 239 Acquired from the above sale by the present owner

#### EXHIBITED

Paris, Galerie Hopkins-Custot, *Marc Quinn: Before, Now and After,* FIAC, October 2008

Paris, Galerie Hopkins-Custot, *Marc Quinn: Before, Now and After,* October - November 2008

# 184

#### **JR** b. 1983

Carl in Silverlake, Vertical from the series Wrinkles of the City: Los Angeles, 2011

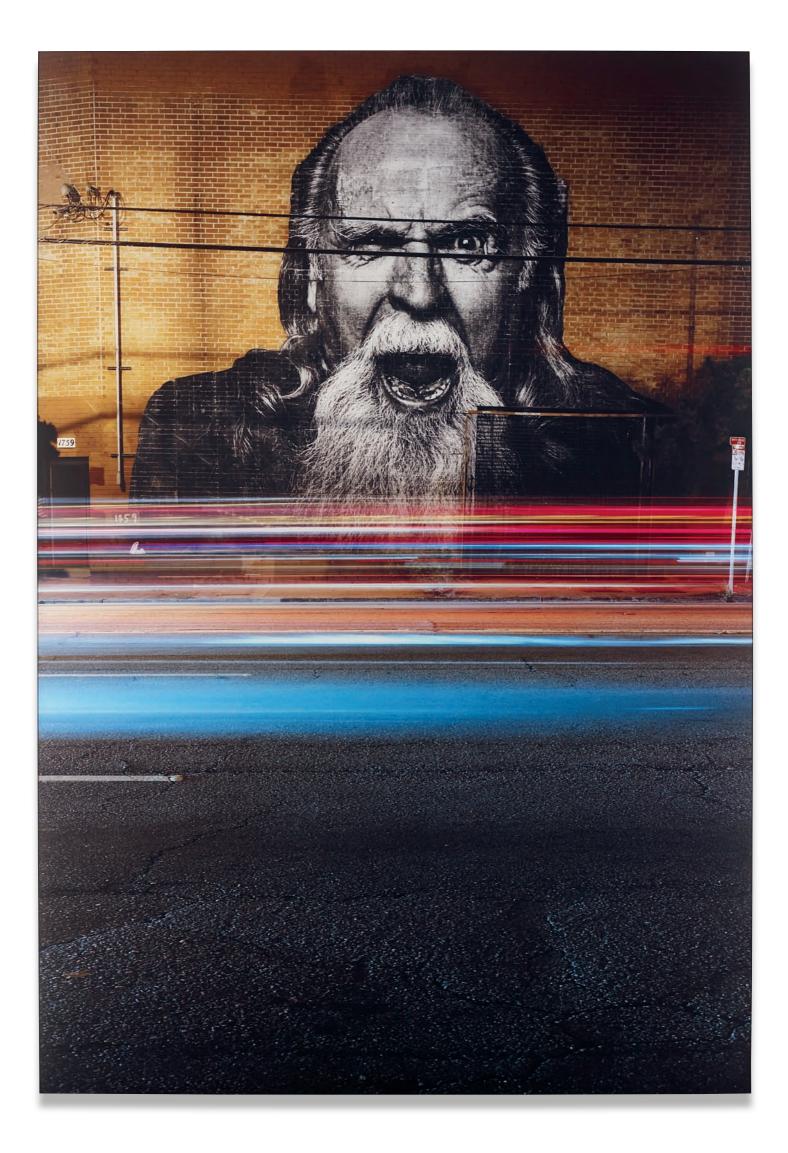
chromogenic print, face-mounted to Plexiglas, flush-mounted to Dibond 179.8 x 122.6 cm (70  $^3\!\!\!/$  x 48  $^4\!\!\!/$  in.)

Signed, titled, numbered, stamped and dated 'WRINKLES OF THE CITY: LOS ANGELES. 2011 "CARL IN SILVERLAKE, VERTICAL" 2/3 (2A.P) JR11' on a label affixed to the reverse. Further signed, titled, numbered, stamped and dated 'WRINKLES\*LA\*CARL IN SILVERLAKE\*VERTICAL\*2/3 (2AP) JR 2011' on the stretcher. This work is number 2 from an edition of 3 plus two artist's proofs.

Estimate £15,000-20,000 \$22,700-30,300 €19,700-26,200 ♠

#### PROVENANCE

Galerie Perrotin, Paris



















LARRY CLARK b. 1943

Tulsa New York: RFG Publishing, Inc., 1980 17 gelatin silver prints.  $20.3 \times 30.2 \text{ cm} (7\% \times 11\% \text{ in.})$ 

Each signed and variously numbered in pencil on the verso. Numbered 43 in ink on the colophon. 1 from an edition of 100 plus 15 artist's proofs. Enclosed in a linen slipcase with silver embossed title.

Estimate £15,000-20,000 \$22,700-30,300 €19,700-26,200 ‡

#### PROVENANCE

Private Collection

#### LITERATURE

Cambridge University Press, A History of Photography: Social and Cultural Perspectives, p. 216; Clark, Tulsa, n.p. (all images illustrated); Weski and Liesbrock, How You Look at It: Photographs of the 20th Century, pp. 312-317







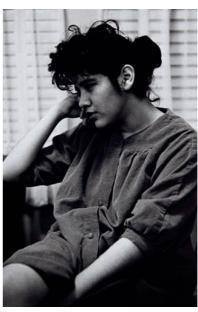














## HIROSHI SUGIMOTO b. 1948

North Pacific Ocean, Mt. Tamalpais, 1994 black and white photograph image  $42 \times 54.3$  cm ( $16 \% \times 21 \%$  in.) sheet  $48.5 \times 60.5$  cm ( $19 \% \times 23 \%$  in.)

Signed, titled, numbered and dated 'North Pacific Ocean Mt Tamalpais 1994 Hiroshi Sugimoto 1/25 420' on the supporting sheet. Stamped 'NORTH PACIFIC OCEAN 1/25 420' in the lower margin. This work is number 1 from an edition of 25.

Estimate £12,000-18,000 \$18,200-27,300 €15,700-23,600

#### PROVENANCE

Sonnabend, New York Private Collection, United Kingdom

# 187

## HIROSHI SUGIMOTO b. 1948

Chapel of Notre Dame Du Haut, 1998 black and white photograph image  $58.5 \times 46.7$  cm ( $23 \times 18\%$  in.) sheet  $60.2 \times 49.1$  cm ( $23\% \times 19\%$  in.)

Signed 'Sugimoto' on the supporting sheet. Stamped '1/25 034' lower right margin. This work is number 1 from an edition of 25.

Estimate £12,000-18,000 \$18,200-27,300 €15,700-23,600

#### PROVENANCE

Sonnabend, New York Private Collection, United Kingdom





#### BARBARA KRUGER b. 1945

Untitled (Let Go), 2007 chromogenic print, in artist's frame  $32.1 \times 44.3 \text{ cm } (12\% \times 17\% \text{ in.})$  This work is unique and is artist's proof number 1 of 1.

Estimate £12,000-18,000 \$18,200-27,300 €15,700-23,600 ♠

#### PROVENANCE

Private Collection, London



## **GREGORY CREWDSON** b. 1962

Winter (mother on bed with blood), 2004
digital chromogenic print, face-mounted to Perspex and flush-mounted to
Dibond, in artist's frame
163.2 x 242 cm (64¼ x 95¼ in.)
Signed 'Gregory Crewdson' on a gallery label affixed to the reverse.
This work is number 5 from an edition of 6.

**Estimate** £15,000-20,000 \$22,700-30,200 €19,500-26,000

**PROVENANCE**Private Collection



#### THOMAS RUFF b. 1958

Nacht 6 III, 1992

Ektacolour print, face mounted to Plexiglas, in artist's frame sheet  $180 \times 180 \text{ cm}$  ( $70\% \times 70\% \text{ in.}$ )

framed  $185.3 \times 185.3 \text{ cm}$  ( $72\% \times 72\% \text{ in.}$ )

Signed, titled, numbered and dated '6 III Thomas Ruff 1/2 1992' on the backboard. This work is number 1 from an edition of 2.

Estimate £10,000-15,000 \$15,200-22,700 €13,100-19,700 ‡ ♠

#### PROVENANC

303 Gallery, New York David Zwirner, New York

#### 191

#### **RUUD VAN EMPEL** b. 1958

World #12, 2005

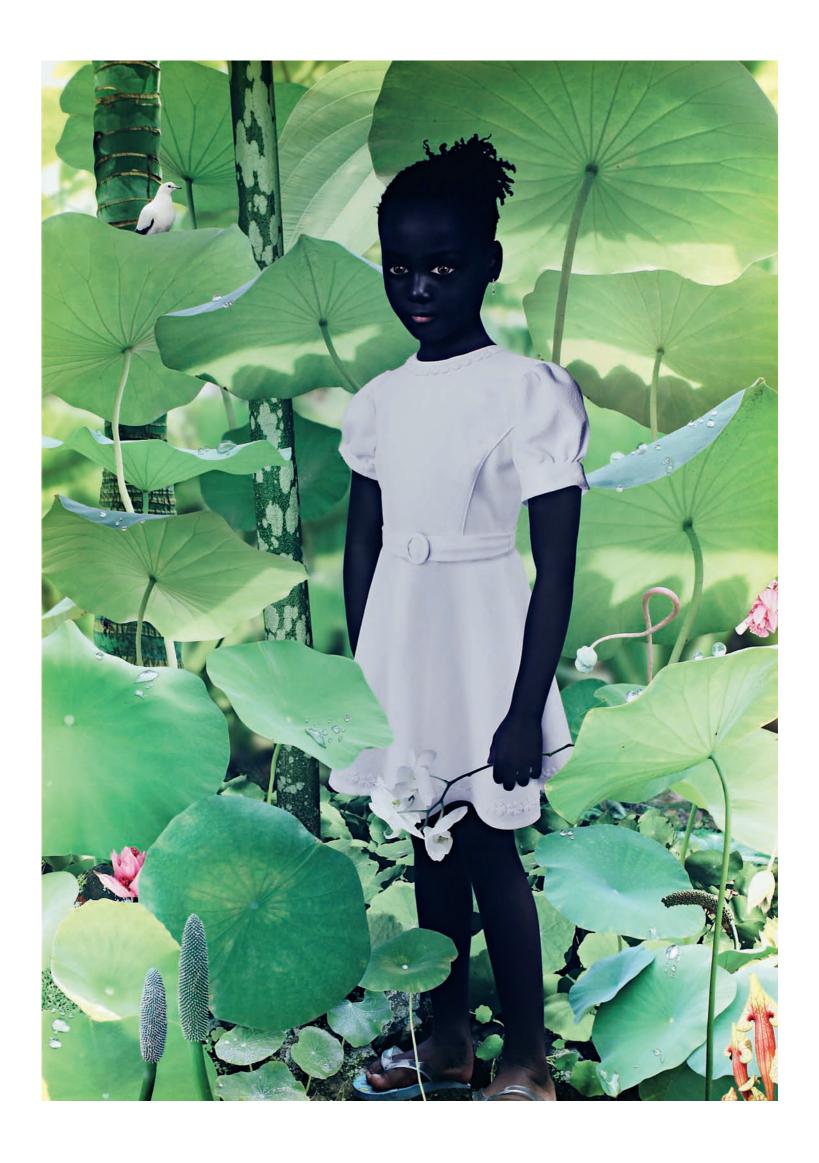
Ilfoflex, Dibond, mounted on Plexiglas 107 x 150 cm (42½ x 59 in.) Signed, numbered and dated on the reverse.

This work is number 9 from an edition of 9.

Estimate £20,000-30,000 \$30,300-45,500 €26,200-39,300 ♠

#### PROVENANCE

Stefan Stux Gallery, New York Japanese Private Collector Acquired from the above by present owner





# CANDIDA HÖFER b. 1944

Musée Carnavalet Paris I, 2007 chromogenic print, flush-mounted to Plexiglas 200.2 x 255.3 cm (78% x 100½ in.)

Signed 'Candida Höfer' on a label attached to the reverse. This work is number 5 from an edition of 6.

Estimate £20,000-30,000 \$30,300-45,500 €26,200-39,300 ♠

**PROVENANCE**Private Collection

# 193

# **GÜNTHER FÖRG** 1952-2013

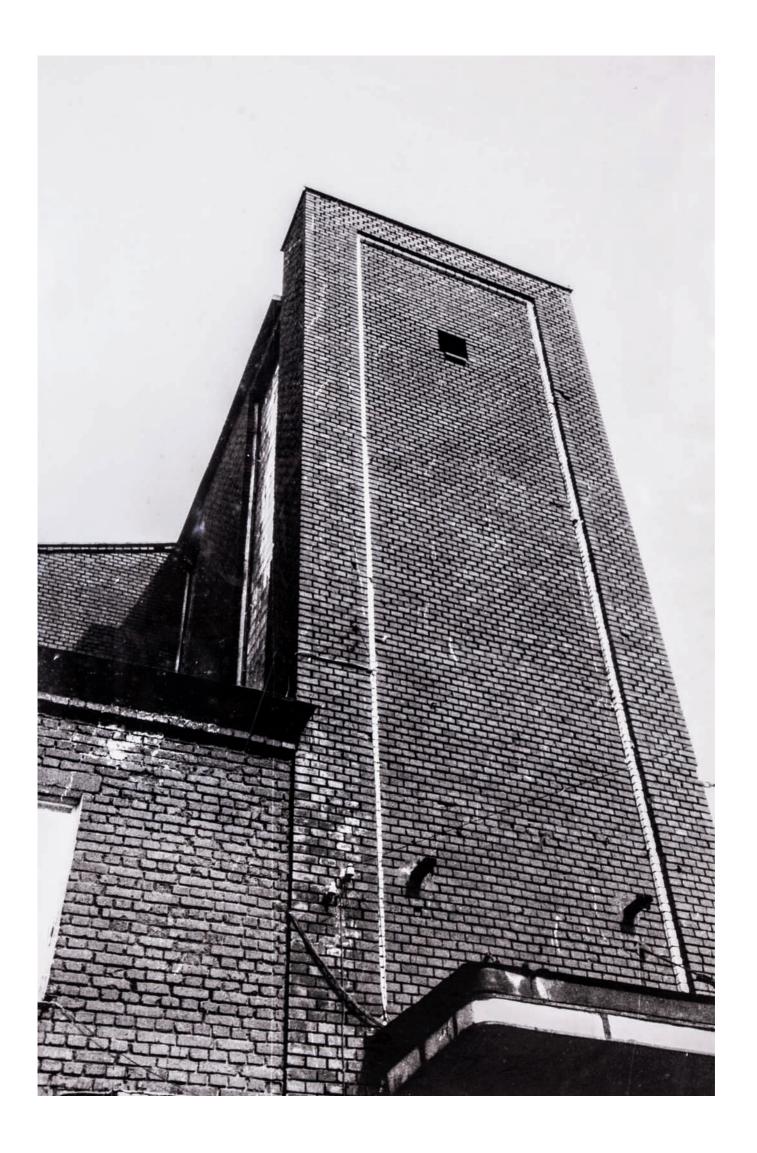
Ohne Titel, 1996 black and white photograph 150 x 100 cm (59 x 39¾ in.)

This work is accompanied by a certificate of authenticity.

Estimate £8,000-12,000 \$12,100-18,200 €10,500-15,700 ♠

# PROVENANCE

Salvatore + Caroline Ala, Milan







## **VIK MUNIZ** b. 1961

Four Works: The Sarzedo Series (Sock, Scissors, Tooth, Spoon), 2002 four toned gelatin silver prints smallest sheet 104 x 129.5 cm (40% x 50% in.) largest sheet 104 x 131.5 cm (40% x 51% in.) These works are from an edition of 10 plus 5 artist's proofs.

**Estimate** £25,000-35,000 \$37,800-52,900 €32,600-45,600

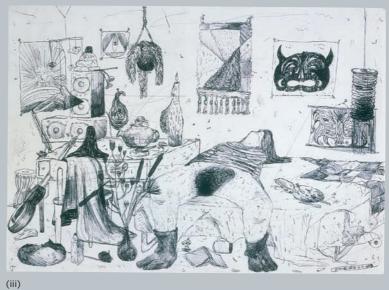
# **PROVENANCE**Private Collection













## **TAL R** b. 1967

Nine works: (i) Birth of Laughing Chinaman, 2002; (ii) Spiral Bar, 2002; (iii) Shamotte, 2001; (iv) The Boots, 2002; (v) Tranquebar, 2002-3; (vi) Pyramid Player, 2003; (vii) Psykologi Canit Dance, 2002; (viii) Cream 13, 2003; (ix) *Birth of Figure*, 2003

mixed media on paper smallest 21 x 29.5 cm (8¼ x 11% in.)

largest 31.5 x 94.5 cm (12% x 37% in.)

Estimate £20,000-30,000 \$30,300-45,500 €26,200-39,300 †

#### PROVENANCE

Victoria Miro Gallery, London

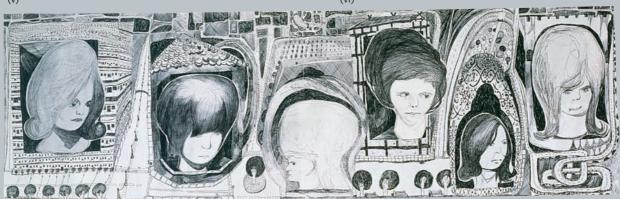
London, Victoria Miro, *Lords of Kolbonjnik: Tal R*, 17 May-14 June 2003 London, Saatchi Gallery, *Paper*, 18 June- 3 November 2013 Aarhus, ARoS, *TAL R*, 23 November - 27 April 2014

# LITERATURE

exh. cat., Paper, Saatchi Gallery, published by the Saatchi Gallery, 2013, p. 142-5











(ix



## **THEASTER GATES** b. 1973

Leaning, 2011 wood and aluminium 110 x 55 cm (4314 x 21156 in.)

**Estimate** £15,000-20,000 \$22,700-30,300 €19,700-26,200

**PROVENANCE**Private Collection

# 197

**NED VENA** b. 1982

Untitled, 2011 vinyl on aluminium 246.5 x 122.3 cm (97 x 48% in.) Signed and dated 'VENA 2011' on the reverse.

Estimate £10,000-15,000 \$15,200-22,700 €13,100-19,700

**PROVENANCE**Private Collection





#### FREDRIK VÆRSLEV b. 1979

Untitled (Garden Painting), 2012 house paint on spruce, spray paint on steel support  $161.1\times89.3\times27.6\ cm\ (63\%\times35\%\times10\%\ in.)$  This work is accompanied by a certificate of authenticity signed by the artist.

Estimate £10,000-15,000 \$15,200-22,700 €13,100-19,700 ♠ •

#### PROVENANCE

Private Collection, New York



# MICHAEL DELUCIA b. 1978

Cube (black), 2013 acrylic on two plywood panels 243.7 x 243.2 cm (95% x 95¾ in.)

Estimate £5,000-7,000 \$7,600-10,600 €6,600-9,200

PROVENANCE

Nathalie Obadia, Paris



#### **AARON BOBROW** b. 1985

Sailin' On, 2011

tarpaulin over wooden stretcher  $101.6 \times 203.5 \text{ cm} (40 \times 80\% \text{ in.})$ 

Signed and dated 'Aaron Bobrow 2011 "SAILIN' ON"' on the stretcher.

Estimate £6,000-8,000 \$9,100-12,100 €7,900-10,500

# PROVENANCE

Martos Gallery, New York

#### EXHIBITED

New York, Martos Gallery, *Aaron Bobrow – Jo Nigoghossian – Grayson Revoir*, 13 October – 12 November 2011

# 201

#### **SYLVIE FLEURY** b. 1961

Crash Test 2-36, 2001 enamel on steel  $176.5\times101.5\times10~cm~(69\%\times39\%\times3\%~in.)$  Signed and dated 'Sylvie Fleury 01' on the reverse.

Estimate £8,000-12,000 \$12,100-18,200 €10,500-15,700

#### PROVENANCE

Art & Public, Geneva Christie's, London, *Post-War & Contemporary Art*, 2 April 2008, Lot 551 Acquired from the above sale by the present owner





## **STERLING RUBY** b. 1972

DRFTRS (4205), 2013 collage, paint on paper 30.5 x 30.5 cm (12 x 12 in.) Signed and dated 'Sterling Ruby 13' lower right.

Estimate £12,000-18,000 \$18,200-27,300 €15,700-23,600 ‡

**PROVENANCE**Private Collection

# 203

## NIKOLAS GAMBAROFF b. 1979

Untitled, 2012

acrylic, collaged inkjet prints, on two aluminium panels each panel 121.3 x 111.1 cm ( $47\frac{3}{4}$  x  $43\frac{3}{4}$  in.)

Estimate £5,000-7,000 \$7,600-10,600 €6,600-9,200 ♠

## PROVENANCE

Overduin and Kite, Los Angeles





**AARON YOUNG** b. 1972

Untitled (Gold), 2007 acrylic, burnt rubber on aluminium in four parts  $244.7 \times 366.1 \, \text{cm} (96\% \times 144\% \, \text{in.})$ 

**Estimate** £20,000-30,000 \$30,300-45,500 €26,200-39,300 ‡

**PROVENANCE**Bortolami Gallery, New York







### **DONALD BAECHLER** b. 1956

Untitled, 1988 acrylic, collage on canvas  $150 \times 150 \text{ cm}$  (59 x 59 in.) Initialed and dated 'DB88' on the reverse.

Estimate £12,000-18,000 \$18,200-27,300 €15,700-23,600

**PROVENANCE**Galerie Ascan Crone, Berlin

# 206

### **DONALD BAECHLER** b. 1956

Abstract Painting with Head #3, 1996 acrylic and collage on canvas 147.3 x 101.7 cm (57% x 40 in.) Initialled, titled and dated 'DB96 ABSTRACT PAINTING WITH HEAD #3-96' on the reverse.

**Estimate** £10,000-15,000 \$15,200-22,700 €13,100-19,700

**PROVENANCE**Private Collection



### **GEORG HEROLD** b. 1947

Untitled, 1989
Beluga caviar, acrylic and shellac on canvas
209 x 295 cm (82¼ x 116½ in.)
Signed and dated 'Herold 89' on the stretcher.

Estimate £20,000-30,000 \$30,300-45,500 €26,200-39,300 ‡ ♠

### PROVENANCE

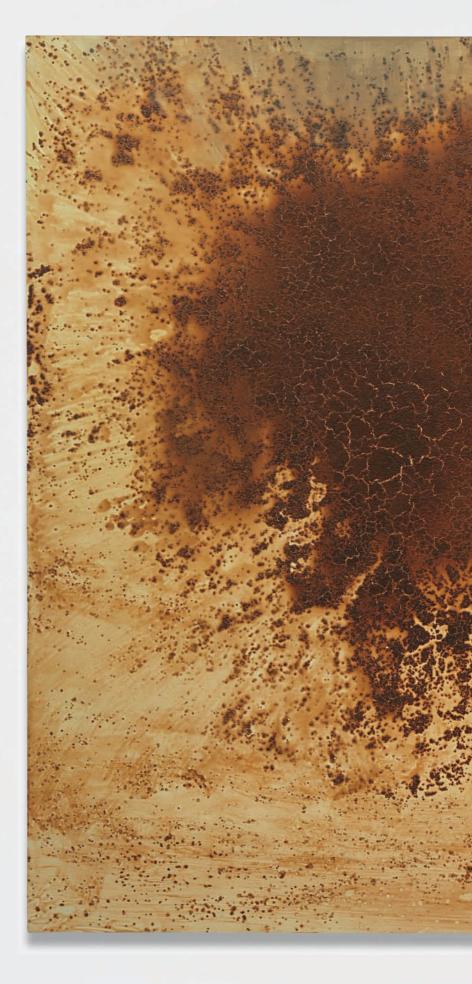
Koury Wingate Gallery, New York Thomas Ammann Fine Art, Zurich Private Collection, Switzerland Sotheby's London Olympia, *Contemporary Art*, 9 February 2006, Lot 454 Acquired from the above sale by the present owner

#### EXHIBITED

Cologne, Kölnischer Kunstverein, *Georg Herold: Geld spielt keine Rolle*, 2 June - 29 July 1990

### LITERATURE

Cologne, Kölnischer Kunstverein, *Georg Herold: Geld spielt keine Rolle*, 1990, no. 1, (illustrated in colour in the exhibition catalogue)





## **ANDRÉ BUTZER** b. 1973

Untitled (Monochromes Bild), 2007 oil on canvas 260 x 320 cm (102¾ x 125¾ in.) Signed 'A. Butzer' lower right.

Estimate £10,000-15,000 \$15,200-22,700 €13,100-19,700 ♠ †

**PROVENANCE**Gary Tatintsian Gallery, Moscow

EXHIBITED

Gary Tatintsian Gallery, Moscow, *One Man Show: André Butzer*, 22 June 2006- 6 August 2007

exh. cat., *Germania*: *New Art From Germany*, Saatchi Gallery, published by Jonathan Cape in 2008 in association with the Saatchi Gallery, pp. 236-7







### ANGEL OTERO b. 1981

Untitled (SK-DV) from the series CAMOUFLAGE, 2011 oil paint, oil paint skins on canvas 131.8 x 100.4 x 8.9 cm (51% x 39½ x 3½ in.) Signed, titled and dated 'SK DV 2011 ANGEL OTERO (CAMOUFLAGE SERIES) SK DV' on the reverse.

Estimate £8,000-12,000 \$12,100-18,200 €10,500-15,700

PROVENANCE

Kavi Gupta, Chicago

### **GAVIN TURK** b. 1967

Wood 'N' Melon, 2001 painted bronze  $21.3\times35.1\times20.6~cm~(8\%\times13\%\times8\%~in.)$  Initialled and dated 'GT 2001' on the underside.

**Estimate** £25,000-35,000 \$37,900-53,000 €32,800-45,900 ‡ ♠

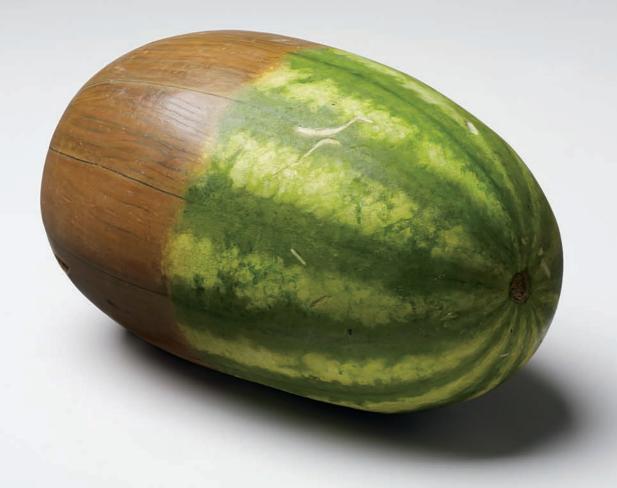
#### PROVENANCE

Private Collection

### EXHIBITED

The New Art Gallery Walsall, *Copper Jubilee*, 28 June - 1 September 2002 Dorchester, Sherborn House, *Gavin Turk In The House*, 15 March - 13 April 2003

London, Kaare Bernsten, London Calling. Y(oung) B(ritish) A(rtists) Criss-Crossed, 28 May - 10 July 2005





### WAYNE GONZALES b. 1957

Seated Crowd, 2007 acrylic on canvas  $127.6\times127.2\ cm\ (50\%\times50\%\ in.)$  Signed and dated 'Wayne Gonzales 2007' on the reverse.

Estimate £7,000-9,000 \$10,600-13,600 €9,200-11,800

### PROVENANCE

Paula Cooper Gallery, New York

#### EXHIBITEI

New York, Paula Cooper Gallery, *Wayne Gonzales and Vincent Katz: Judge*, 4 September - 22 September 2007



### **CALLUM INNES** b. 1962

Exposed Painting Gold Green, 2000 oil on linen  $94.7 \times 91.6 \ cm \ (37\% \times 36\% \ in.)$  Signed and dated 'CI 2000 CInnes.00.' on the overlap.

Estimate £7,000-9,000 \$10,600-13,600 €9,200-11,800 ♠

### PROVENANCE

Kerlin Gallery, Dublin

**ANSELM REYLE** b. 1970

Taymir IV (for Victor Vasarely), 2003 acrylic on canvas  $227\times322.1\,\text{cm}\,(89\%\times126\%\,\text{in.})$  Signed and dated 'Anselm Reyle 2003' on the overlap.

Estimate £10,000-15,000 \$15,200-22,700 €13,100-19,700 ♠

**PROVENANCE**Private Collection







### **ANDRÉ BUTZER** b. 1973

*Untitled*, 2006 oil on linen

200 x 150 cm (78¾ x 59 in.)

Signed 'A. Butzer' lower left. Further signed and dated 'A. Butzer '06' on the reverse.

Estimate £10,000-15,000 \$15,200-22,700 €13,100-19,700 ♠

### PROVENANCE

Galerie Baudach, Berlin

# 215

## **JONATHAN MEESE** b. 1970

Jörg Immendorf (Der Bergritter naht), 2005 oil, collage, resin on canvas

209.8 x 139.5 cm (82% x 54% in.)

Signed and dated 'JM 2005' lower right. Further signed, titled and dated 'Jörg Immendorf (Der Bergritter naht) JMeese 2005 JMeese 2005' on the reverse.

Estimate £10,000-15,000 \$15,200-22,700 €13,100-19,700 ♠

### PROVENANCE

Contemporary Fine Arts, Berlin Galerie Baudach, Berlin



### **ZHANG HUAN** b. 1965

Moving Stone Memory Door, 2006 woodcut on reclaimed door and paper  $150 \times 302 \text{ cm}$  (59 x 118% in.) Signed and dated in Chinese on the reverse.

**Estimate** £25,000-35,000 \$37,900-53,000 €32,800-45,900 ‡

**PROVENANCE**Private Collection







PROPERTY FROM A DISTINGUISHED EUROPEAN COLLECTION

T.V. SANTHOSH b. 1968

Peace Protest II, 2003

oil on canvas

91.7 x 152.4 cm (36% x 60 in.)

Signed, titled and dated "'PEACE PROTEST II" T.V. SANTHOSH - 2003 TV Santhosh' on the reverse.

Estimate £15,000-20,000 \$22,700-30,300 €19,700-26,200

### PROVENANCE

The Guild Gallery, Mumbai Phillips de Pury & Company, London, *Contemporary Art Evening Sale*, 28 February 2008, Lot 193 Acquired from the above sale by the present owner

## YAYOI KUSAMA b. 1929

Untitled, 1985 mixed media

10.5 x 10.5 x 9 cm (4% x 4% x 3½ in.)

Signed and dated 'YAYOI KUSAMA 1985' on the underside. This work is registered with the artist's studio under number 2098.

Estimate £10,000-15,000 \$15,200-22,700 €13,100-19,700 ‡

**PROVENANCE**Private Collection, Japan





### **ROKNI HAERIZADEH** b. 1978

Life on Divv's Trunk, 2008 oil on canvas 200 x 300 cm (78¾ x 118½ in.)

**Estimate** £20,000-30,000 \$30,300-45,500 €26,200-39,300 ‡

PROVENANCE

Private Collection, London

# 220

### SHIRIN ALIABADI b. 1973

Eye want to be happy, 2009 acrylic, glitter on canvas  $240 \times 190 \text{ cm} (94\frac{1}{2} \times 74\frac{3}{4} \text{ in.})$ 

**Estimate** £18,000-20,000 \$27,300-30,300 €23,600-26,200 ‡

## PROVENANCE

Private Collection, London



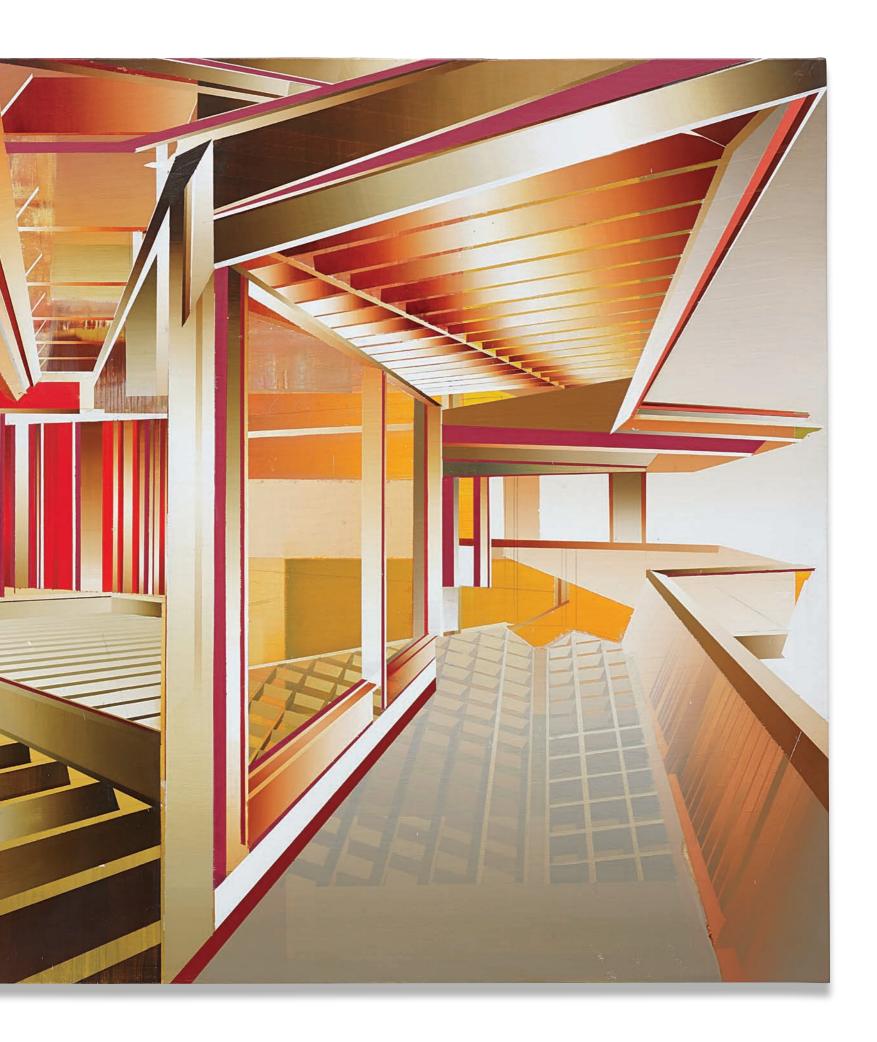
### MARTIN KOBE b. 1973

Untitled, 2004 acrylic, pencil on canvas 99.3 x 134.9 cm (39% x 53% in.) Signed 'Kobe 2004' on the reverse.

Estimate £25,000-35,000 \$37,900-53,000 €32,800-45,900 ♠

PROVENANCE
Sotheby's London, *Contemporary Evening Sale*, 12 October, 2007, Lot 60
Acquired from the above sale by the present owner





### **CHRISTOPH RUCKHÄBERLE** b. 1972

Plakatwand, 2005 oil on canvas 250 x 340 cm (98% x 133% in.)

Estimate £10,000-15,000 \$15,200-22,700 €13,100-19,700 ♠ †

#### **PROVENANCE**

Galleri Nicolai Wallner, New York

#### **EXHIBITED**

New York, Galleri Nicolai Wallner, *Christoph Ruckhaberle: Nye Eventyr*, 2 September - 29 October 2005

### LITERATURE

exh. cat., *Germania*, Saatchi Gallery, published by Jonathan Cape, 2008, p. 84-5





#### STEPHAN BALKENHOL b. 1957

Figure of Man and Relief, 2007 painted ayous wood in two parts dimensions variable sculpture 169.5 x 24.3 x 34.3 cm (64 $\frac{3}{4}$  x 9 $\frac{1}{2}$  x 13 $\frac{1}{4}$  in) panel 139.8 x 98.5 cm (55 x 38 $\frac{3}{4}$  in). This work is unique and is accompanied by a certificate of authenticity signed by the artist.

Estimate £20,000-30,000 \$30,300-45,500 €26,200-39,300 ♠

**PROVENANCE**Garlerie Forsblom, Helsinki

"Figurative sculpture is often misused as a bearer of messages. In my vision my sculptures become a question, a mirror. And it is the viewer who fills it with meaning. Astonishingly enough, many beholders can hardly bear this 'openness.'"

STEPHAN BALKENHOL





### VITALIY and ELENA VASILIEVA b. 1966 and b. 1975

Project 'Apocalypse in Art', printed 2014 16 chromogenic prints, Diasec mounted each  $42 \times 60.4$  cm ( $16\frac{1}{2} \times 23\frac{3}{4}$  in.)

Each signed, titled, numbered and dated in ink on an artist's label affixed to the reverse of each flush-mount. Each print is number 3 from an edition of 3 plus 1 artist's proof.

**Estimate** £30,000-50,000 \$45,500-75,800 €39,300-65,600 ‡

### PROVENANCE

AGA ART, Europe

#### EXHIBITED

Venice Architecture Biennale 2014, *Time Space Existence*, Palazzo Mora, 1 June - 24 November 2014

#### LITERATUR

The Project Apokolipsis in Art, Geneva, Switzerland 2013 STARK-Magazine, Canada, June 2014, pp 16-22 Lazagne Art Magazine (Italy), September 2014, p. 34-38 Risekult magazine (Italy), October 2014, p. 12-18 Silvershots Art Magazine (U.K), October 2014, p. 52-57 Second Sight #38 The Desert Issue (Holland), October 2014, p. 66 Bleek Magazine (Russia), November 2014, p. 24-28 Faint Magazine (Australia), December 2012, p. 44-47





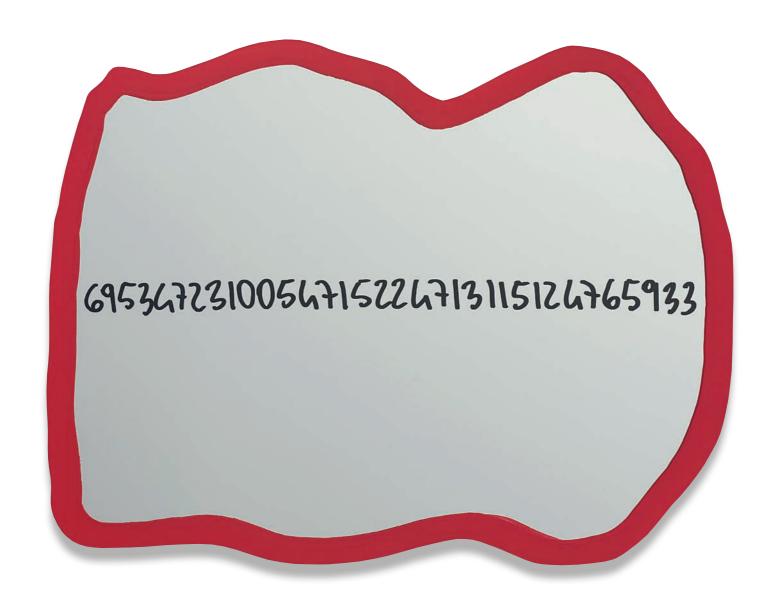
### TOM WESSELMANN 1931-2004

Sketch for 7UP and Radio, 1964 ballpoint pen on paper  $19 \times 26.5 \text{ cm } (7\% \times 10\% \text{ in.})$  Signed and dated 'Wesselmann 64' lower right. Inscribed 'Jeu' lower centre.

Estimate £6,000-8,000 \$9,100-12,100 €7,900-10,500 •

### PROVENANCE

Sidney Janis Gallery, New York Tom Wesselmann Estate, New York JMG Galerie, Paris Private Collection, France



### MICHELANGELO PISTOLETTO b. 1933

Frattali, 1999-2000 acrylic on shaped mirror 55.8 x 73.8 cm (21% x 29 in.)

Signed, titled and dated 'Pistoletto 1999/2000 Frattali' on the reverse. This work is unique and accompanied by a photographic certificate of authenticity, signed by the artist and stamped by the Associazione Culturale Arte Nova, Pescara.

Estimate £6,000-8,000 \$9,100-12,100 €7,900-10,500 ♠

Centro D'Arte Fuoricentro, Pescara Private Collection, Milan



### PAUL NOBLE b. 1963

Nobwaste, 1998 graphite on paper each sheet 150.2 x 198.2 cm (59% x 78 in.) installed 150.2 x 396.4 cm (59% x 156% in.)

Signed, titled and dated 'Nobwaste Paul Noble 1998' lower left of the left sheet.

Estimate £8,000-12,000 \$12,100-18,200 €10,500-15,700 ‡ ♠

### PROVENANCE

Christie's, London, *Post-War and Contemporary Art*, 24 June 2005, Lot 287 Acquired from the above sale by the present owner



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Maria Cifuentes Caruncho Specialist, Paris



Oksana Katchaluba Specialist, Geneva



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# LONDON



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#### **GUIDE FOR PROSPECTIVE BUYERS**

#### **BUYING AT AUCTION**

The following pages are designed to offer you information on how to buy at auction at Phillips. 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 among Phillips, the seller and the buyer and describe the terms upon which property is bought at auction. Please be advised that Phillips generally acts as agent for the seller.

#### **BUYER'S PREMIUM**

Phillips 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 £50,000, 20% of the portion of the hammer price above £50,000 up to and including £1,000,000 and 12% of the portion of the hammer price above £1,000,000.

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

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

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

#### No Reserve

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

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

Lots marked with  $\oint$  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.

#### $\Sigma$ Endangered Species

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

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

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

### 2 BIDDING IN THE SALE

#### **Bidding at Auction**

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

#### **Bidding in Person**

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

#### **Bidding by Telephone**

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

#### **Online Bidding**

If you cannot attend the auction in person, you may bid online on our online live bidding platform available on our website at www.phillips.com (Flash plugin is required). You must pre-register by clicking on 'Buy' in the drop-down menu under the 'Buy and Sell' button on

CONTEMPORARY ART & DESIGN UNDER THE INFLUENCE

AUCTIONS 3 & 4 MARCH 2015
VIEWING 23 FEBRUARY - 3 MARCH
450 PARK AVENUE NEW YORK
ENQUIRIES +1 212 940 1260 contemporary@phillips.com

DAN FLAVIN Untitled (to Lucie Rie, Master Potter), 1990 Estimate \$150,000-250,000

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the Home Page, then click on 'pre-register' under 'ONLINE LIVE BIDDING.' You must pre-register at least 24 hours before the start of the auction in order to be approved by our bid department. Please note that corporate firewalls may cause difficulties for online bidders.

#### **Absentee Bids**

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

#### **Employee Bidding**

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

#### **Bidding Increments**

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

 UK£50 to UK£1,000
 by UK£50s

 UK£1,000 to UK£2,000
 by UK£100s

 UK£2,000 to UK£3,000
 by UK£200s

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

UK£5,000 to UK£10,000 by UK£500s UK£10,000 to UK£20,000 by UK£1,000s UK£20,000 to UK£30,000 by UK£2,000s

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

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

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

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

# **3 THE AUCTION**

# **Conditions of Sale**

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

# Interested Parties Announcement

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

# Consecutive and Responsive Bidding; No Reserve Lots

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

# **4 AFTER THE AUCTION**

# Pavment

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

# Credit Cards

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

#### Collection

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

#### **Loss or Damage**

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

#### **Transport and Shipping**

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

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

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

#### **Endangered Species**

Items made of or incorporating plant or animal material, such as coral, crocodile, ivory, whalebone, 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. Please note that the United States prohibits the importation of any item containing elephant ivory. This prohibition applies regardless of the item's age and even to items that qualify as antiques. With regard to any item containing endangered species other than elephant ivory, an importer into the United States must provide documented evidence of the species identification and age of an object in order to demonstrate that the item qualifies as an antique. This will require the buyer to obtain an independent appraisal certifying the species of endangered material on the object and certifying that the object is not less than 100 years of age. Prospective buyers planning to import objects containing endangered species into the United States may not rely on Phillips cataloguing to establish the species of endangered material on the object or to establish the age of the object, and must consult with an qualified independent appraiser prior to placing bids on the lot. 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. Please note that lots containing potentially regulated plant or animal material are marked as a convenience to our clients, but Phillips does not accept liability for errors or for failing to mark lots containing protected or regulated species

# **IMPORTANT NOTICES**

# Items Sold under Temporary Admission

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

# **Identification of Business or Trade Buyers**

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

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

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

# **VAT AND OTHER TAX INFORMATION FOR BUYERS**

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

#### 1 PROPERTY WITH NO VAT SYMBOL

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

#### 2 PROPERTY WITH A † SYMBOL

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

#### **3 PROPERTY WITH A § SYMBOL**

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

# 4 PROPERTY SOLD WITH A $\ddagger$ OR $\Omega$ SYMBOL

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

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

# **5 EXPORTS FROM THE EUROPEAN UNION**

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

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

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

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

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

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

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

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

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

#### **6 VAT REFUNDS FROM HM REVENUE & CUSTOMS**

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

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

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

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

If you are located outside the EU you should apply for a refund of UK VAT directly to HMRC (the rules for those located outside of the EU have not changed). Claim forms are only available from the HMRC website. Go to hmrc.gov.uk, select Forms under Quick Links and then Find a Form. The relevant form is VAT65A. Completed forms should be returned to: HM Revenue & Customs, VAT Overseas Repayments, 8th/13th Directive, PO Box 34, Foyle House, Duncreggan Road, Londonderry BT48 7AE, Northern Ireland, (tel) +44 (0)2871 305100 (fax) +44 (0)2871 305101, email enq.oru.ni@hmrc.gsi.gov.uk.

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

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

# 7 SALES AND USE TAXES

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

# **CONDITIONS OF SALE**

The Conditions of Sale and Authorship Warranty set forth below govern the relationship between bidders and buyers, on the one hand, and Phillips and sellers, on the other hand. All prospective buyers should read these Conditions of Sale 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 in the saleroom, in each case as amended by any addendum or announcement by the auctioner prior to the auction. By bidding at the auction, whether in person, through an agent, by written bid, by telephone bid or other means, bidders and buyers agree to be bound by these Conditions of Sale, as so changed or supplemented, and Authorship Warranty. These Conditions of Sale, as so changed or supplemented, and Authorship Warranty contain all the terms on which Phillips and the seller contract with the buyer.

#### **2 PHILLIPS AS AGENT**

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

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

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

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

# **4 BIDDING AT AUCTION**

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

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

- (c) Telephone bidders are required to submit bids on the Telephone Bid Form, a copy of which is printed in this catalogue or otherwise available from Phillips. Telephone bidding is available for lots whose low pre-sale estimate is at least £500. Phillips reserves the right to require written confirmation of a successful bid from a telephone bidder by fax or otherwise immediately after such bid is accepted by the auctioneer. Telephone bids may be recorded and, by bidding on the telephone, a bidder consents to the recording of the conversation.
- (d) Bidders may participate in an auction by bidding online through Phillips's online live bidding platform available on our website at www.phillips.com. To bid online, bidders must register online at least 24 hours before the start of the auction. Online bidding is subject to approval by Phillips's bid department in our sole discretion. As noted in Paragraph 3 above, Phillips encourages online bidders to inspect prior to the auction any lot(s) on which they may bid, and condition reports are available upon request. Bidding in a live auction can progress quickly. To ensure that online bidders are not placed at a disadvantage when bidding against bidders in the room or on the telephone, the procedure for placing bids through Phillips's online bidding platform is a one-step process. By clicking the bid button on the computer screen, a bidder submits a bid. Online bidders acknowledge and agree that bids so submitted are final and may not under any circumstances be amended or retracted. During a live auction, when bids other than online bids are placed, they will be displayed on the online bidder's computer screen as 'floor,' 'phone' or 'paddle no' bids, 'Floor' bids include bids made by the auctioneer to protect the reserve. In the event that an online bid and a 'floor' or 'phone' bid are identical, the 'floor' or 'phone' bid will take precedence. The next bidding increment is shown for the convenience of online bidders under the bid button. The bidding increment available to online bidders may vary from the next bid actually taken by the auctioneer, as the auctioneer may deviate from Phillips's standard increments at any time at his or her discretion, but an online bidder may only place a bid in a whole bidding increment. Phillips's bidding increments are published in the Guide for Prospective Buyers.
- (e) When making a bid, whether in person, by absentee bid, on the telephone or online, a bidder accepts personal liability to pay the purchase price, as described more fully in Paragraph 6 (a) below, plus all other applicable charges unless it has been explicitly agreed in writing with Phillips before the commencement of the auction that the bidder is acting as agent on behalf of an identified third party acceptable to Phillips and that we will only look to the principal for such payment.
- (f) By participating in the auction, whether in person, by absentee bid, on the telephone or online, each prospective buyer represents and warrants that any bids placed by such person, or on such person's behalf, are not the product of any collusive or other anticompetitive agreement and are otherwise consistent with federal and state antitrust law.
- (g) Arranging absentee, telephone and online bids is a free service provided by Phillips to prospective buyers. While we undertake to exercise reasonable care in undertaking such activity, we cannot accept liability for failure to execute such bids except where such failure is caused by our willful misconduct.
- (h) Employees of Phillips and our affiliated companies, including the auctioneer, may bid at the auction by placing absentee bids so long as they do not know the reserve when submitting their absentee bids and otherwise comply with our employee bidding procedures.

# **5 CONDUCT OF THE AUCTION**

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

- (b) The auctioneer has discretion at any time to refuse any bid, withdraw any lot, reoffer a lot for sale (including after the fall of the hammer) if he or she believes there may be error or dispute and take such other action as he or she deems reasonably appropriate. Phillips shall have no liability whatsoever for any such action taken by the auctioneer. If any dispute arises after the sale, our sale record is conclusive. The auctioneer may accept bids made by a company affiliated with Phillips provided that the bidder does not know the reserve placed on the lot.
- (c) The auctioneer will commence and advance the bidding at levels and in increments he or she considers appropriate. In order to protect the reserve on any lot, the auctioneer may place one or more bids on behalf of the seller up to the reserve without indicating he or she is doing so, either by placing consecutive bids or bids in response to other bidders. If a lot is offered without reserve, unless there are already competing absentee bids, the auctioneer will generally open the bidding at 50% of the lot's low pre-sale estimate. In the absence of a bid at that level, the auctioneer will proceed backwards at his or her discretion until a bid is recognized and will then advance the bidding from that amount. Absentee bids on no reserve lots will, in the absence of a higher bid, be executed at approximately 50% of the low pre-sale estimate or at the amount of the bid if it is less than 50% of the low pre-sale estimate. If there is no bid whatsoever on a no reserve lot, the auctioneer may deem such lot unsold.
- (d) The sale will be conducted in pounds sterling and payment is due in pounds sterling. For the benefit of international clients, pre-sale estimates in the auction catalogue may

be shown in US dollars and/or euros and, if so, will reflect approximate exchange rates. Accordingly, estimates in US dollars or euros should be treated only as a guide.

- (e) Subject to the auctioneer's reasonable discretion, the highest bidder accepted by the auctioneer will be the buyer and the striking of the hammer marks the acceptance of the highest bid and the conclusion of a contract for sale between the seller and the buyer. Risk and responsibility for the lot passes to the buyer as set forth in Paragraph 7 below.
- (f) If a lot is not sold, the auctioneer will announce that it has been 'passed', 'withdrawn', 'returned to owner' or 'bought-in'.
- (g) Any post-auction sale of lots offered at auction shall incorporate these Conditions of Sale and Authorship Warranty as if sold in the auction.

#### **6 PURCHASE PRICE AND PAYMENT**

- (a) The buyer agrees to pay us, in addition to the hammer price of the lot, the buyer's premium, plus any applicable value added tax (VAT) and any applicable resale royalty (the 'Purchase Price'). The buyer's premium is 25% of the hammer price up to and including £50,000, 20% of the portion of the hammer price above £50,000 up to and including £1,000,000 and 12% of the portion of the hammer price above £1,000,000. Phillips reserves the right to pay from our compensation an introductory commission to one or more third parties for assisting in the sale of property offered and sold at auction. (b) VAT is payable in accordance with applicable law. All prices, fees, charges and expenses set out in these Conditions of Sale are quoted exclusive of VAT.
- (c) If the Artist's Resale Right Regulations 2006 apply to the lot, the buyer agrees to pay to us an amount equal to the resale royalty provided for in those regulations and we undertake to the buyer to pay such amount to the artist's collection agent. In circumstances where (i) we are on notice that the resale royalty is payable or (ii) we have not been able to ascertain the nationality of the artist, we will identify the lot with the symbol ♠ next to the lot number and will invoice the resale royalty to the buyer. If we subsequently determine that the nationality of the artist does not entitle him/her to the resale royalty on the lot, we will arrange a refund to the buyer of the amount of the royalty paid to us. If, after a sale in which we did not collect the resale royalty on a particular lot, we become aware that information provided to us prior to the auction concerning an artist's nationality was incorrect and the artist is entitled to the resale royalty on the lot, the buyer shall pay the resale royalty to us upon receipt of an invoice.
- (d) Unless otherwise agreed, a buyer is required to pay for a purchased lot immediately following the auction regardless of any intention to obtain an export or import license or other permit for such lot. Payments must be made by the invoiced party in pounds sterling either by cash, cheque drawn on a UK bank or wire transfer, as follows:
- (i) Phillips will accept payment in cash provided that the total amount paid in cash or cash equivalents does not exceed the local currency equivalent of US\$10,000.
- (ii) Personal cheques and banker's drafts are accepted if drawn on a UK bank and the buyer provides to us acceptable government-issued identification. Cheques and banker's drafts should be made payable to Phillips Auctioneers Ltd. If payment is sent by post, please send the cheque or banker's draft to the attention of the Client Accounting Department at 30 Berkeley Square, London, W1J6EX and ensure that the sale number is written on the cheque. Cheques or banker's drafts drawn by third parties will not be accepted.
- (iii) Payment by wire transfer may be sent directly to Phillips. Bank transfer details:

Bank of Scotland Gordon Street, Glasgow G13RS, Scotland Account of Phillips Auctioneers Ltd. Account No: 00440780 Sort code: 80-54-01 SWIFT/BIC: BOFSGB21138 IBAN: GB36B0FS80540100440780

e) As a courteey to clients. Phillips will accept America

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

# 7 COLLECTION OF PROPERTY

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

- (b) The buyer must arrange for collection of a purchased lot within seven days of the date of the auction. After the auction, we will transfer all lots to our fine art storage facility located near Wimbledon and will so advise all buyers. Purchased lots are at the buyer's risk, including the responsibility for insurance, from (i) the date of collection or (ii) seven days after the auction, whichever is the earlier. Until risk passes, Phillips will compensate the buyer for any loss or damage to a purchased lot up to a maximum of the Purchase Price paid, subject to our usual exclusions for loss or damage to property.
- (c) As a courtesy to clients, Phillips will, without charge, wrap purchased lots for hand carry only. We do not provide packing, handling, insurance or shipping services. We will coordinate with shipping agents instructed by the buyer, whether or not recommended by Phillips, in order to facilitate the packing, handling, insurance and shipping of property bought at Phillips. Any such instruction is entirely at the buyer's risk and responsibility, and we will not be liable for acts or omissions of third party packers or shippers.
- (d) Phillips will require presentation of government-issued identification prior to release of a lot to the buyer or the buyer's authorized representative.

#### **8 FAILURE TO COLLECT PURCHASES**

- (a) If the buyer pays the Purchase Price but fails to collect a purchased lot within 30 days of the auction, the buyer will incur a storage fee of £10 per day for each uncollected lot. Additional charges may apply to oversized lots. We will not release purchased lots to the buyer until all such charges have been paid in full.
- (b) If a purchased lot is paid for but not collected within six months of the auction, the buyer authorizes Phillips, upon notice, to arrange a resale of the item by auction or private sale, with estimates and a reserve set at Phillips's reasonable discretion. The proceeds of such sale will be applied to pay for storage charges and any other outstanding costs and expenses owed by the buyer to Phillips or our affiliated companies and the remainder will be forfeited unless collected by the buyer within two years of the original auction.

# 9 REMEDIES FOR NON-PAYMENT

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

# 10 RESCISSION BY PHILLIPS

Phillips shall have the right, but not the obligation, to rescind a sale without notice to the buyer if we reasonably believe that there is a material breach of the seller's representations and warranties or the Authorship Warranty or an adverse claim is made by a third party. Upon notice of Phillips election to rescind the sale, the buyer will

promptly return the lot to Phillips, and we will then refund the Purchase Price paid to us. As described more fully in Paragraph 13 below, the refund shall constitute the sole remedy and recourse of the buyer against Phillips and the seller with respect to such rescinded sale.

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

Before bidding for any property, prospective buyers are advised to make their own enquiries as to whether a licence is required to export a lot from the United Kingdom or to import it into another country. Prospective buyers are advised that some countries prohibit the import of property made of or incorporating plant or animal material, such as coral, crocodile, ivory, whalebone, rhinoceros horn or tortoiseshell, irrespective of age, percentage or value. Accordingly, prior to bidding, prospective buyers considering export of purchased lots should familiarize themselves with relevant export and import regulations of the countries concerned. Please note that the United States prohibits the importation of any item containing elephant ivory. This prohibition applies regardless of the item's age and even to items that qualify as antiques. With regard to any item containing endangered species other than elephant ivory, an importer into the United States must provide documented evidence of the species identification and age of an object in order to demonstrate that the item qualifies as an antique. This will require the buyer to obtain an independent appraisal certifying the species of endangered material on the object and certifying that the object is not less than 100 years of age. Prospective buyers planning to import objects containing endangered species into the United States may not rely on Phillips cataloguing to establish the species of endangered material on the object or to establish the age of the object, and must consult with an qualified independent appraiser prior to placing bids on the lot. It is solely the buyer's responsibility to comply with these laws and to obtain any necessary export, import and endangered species licences or permits. Failure to obtain a licence or permit or delay in so doing will not justify the cancellation of the sale or any delay in making full payment for the lot. As a courtesy to clients, Phillips has marked in the catalogue lots containing potentially regulated plant or animal material, but we do not accept liability for errors or for failing to mark lots containing protected or regulated species.

#### 12 DATA PROTECTION

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

- (b) In order to provide our services, we may disclose your personal data to third parties, including professional advisors, shippers and credit agencies. We will disclose, share with and transfer your personal data to Phillips's affiliated persons (natural or legal) for administration, sale and auction related purposes, including to persons outside the European Economic Area (EEA), where national laws may not provide an equivalent level of protection to personal data as that provided within the EEA. You expressly consent to such transfer of your personal data, including sensitive personal data, outside the EEA. We will not sell, rent or otherwise transfer any of your personal data to third parties except as otherwise expressly provided in this Paragraph 12.
- (c) Phillips's premises may be subject to video surveillance and recording. Telephone calls (e.g., telephone bidding) may also be recorded. We may process that information in accordance with our Privacy Policy.

# 13 LIMITATION OF LIABILITY

- (a) Subject to sub-paragraph (e) below, the total liability of Phillips, our affiliated companies and the seller to the buyer in connection with the sale of a lot shall be limited to the Purchase Price actually paid by the buyer for the lot.
- (b) Except as otherwise provided in this Paragraph 13, none of Phillips, any of our affiliated companies or the seller (i) is liable for any errors or omissions, whether orally or in writing, in information provided to prospective buyers by Phillips or any of our affiliated companies or (ii) accepts responsibility to any bidder in respect of acts or omissions, whether negligent or otherwise, by Phillips or any of our affiliated companies in connection with the conduct of the auction or for any other matter relating to the sale of any lot.
- (c) All warranties other than the Authorship Warranty, express or implied, including any warranty of satisfactory quality and fitness for purpose, are specifically excluded by Phillips, our affiliated companies and the seller to the fullest extent permitted by law.
- (d) Subject to sub-paragraph (e) below, none of Phillips, any of our affiliated companies or the seller shall be liable to the buyer for any loss or damage beyond the refund of the Purchase Price referred to in sub-paragraph (a) above, whether such loss or damage is

characterised as direct, indirect, special, incidental or consequential, or for the payment of interest on the Purchase Price to the fullest extent permitted by law.

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

#### 14 COPYRIGHT

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

#### 15 GENERAL

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

# **16 LAW AND JURISDICTION**

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

# **AUTHORSHIP WARRANTY**

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

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

#### **CHAIRMAN and CHIEF EXECUTIVE OFFICER**

**Edward Dolman** 

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# **SALE INFORMATION**

# **AUCTION**

Friday 13 February at 2pm

#### **VIEWING**

4 – 12 February Monday – Saturday 10am – 6pm Sunday 12pm – 6pm

# **VIEWING & AUCTION LOCATION**

30 Berkeley Square, London WIJ 6EX

#### **WAREHOUSE & COLLECTION LOCATION**

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

#### **SALE DESIGNATION**

When sending in written bids or making enquiries please refer to this sale as UK010215 or Contemporary Art Day Sale.

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

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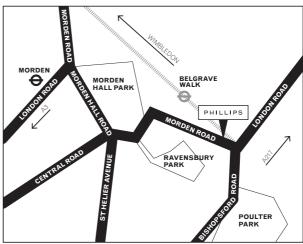
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# **PHOTOGRAPHY**

Hayley Giles Jean Bourbon



Warehouse and collection location

Front cover Yayoi Kusama, Untitled, 1998, lot 153 (detail)
Inside Front Cover Ahmed Alsoudani, Untitled, 2010, lot 156 (detail)
Secundino Hernández, Untitled, 2013, lot 108 (detail)
George Condo, Smiling Young Woman, 2008, lot 149 (detail)
Title Page Mel Ramos, Chiquita Banana, 2007, lot 148 (detail)
Introduction Page Ryan Sullivan, October 4, 2010 - October 21, 2010, 2010, lot 125 (detail)
Inside Back Cover Damien Hirst, Beautiful Tomato Fight On A Summer's Day Painting, 2006, lot 146 (detail)

Back cover Yayoi Kusama, Untitled, 1998, lot 153 (detail)

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