

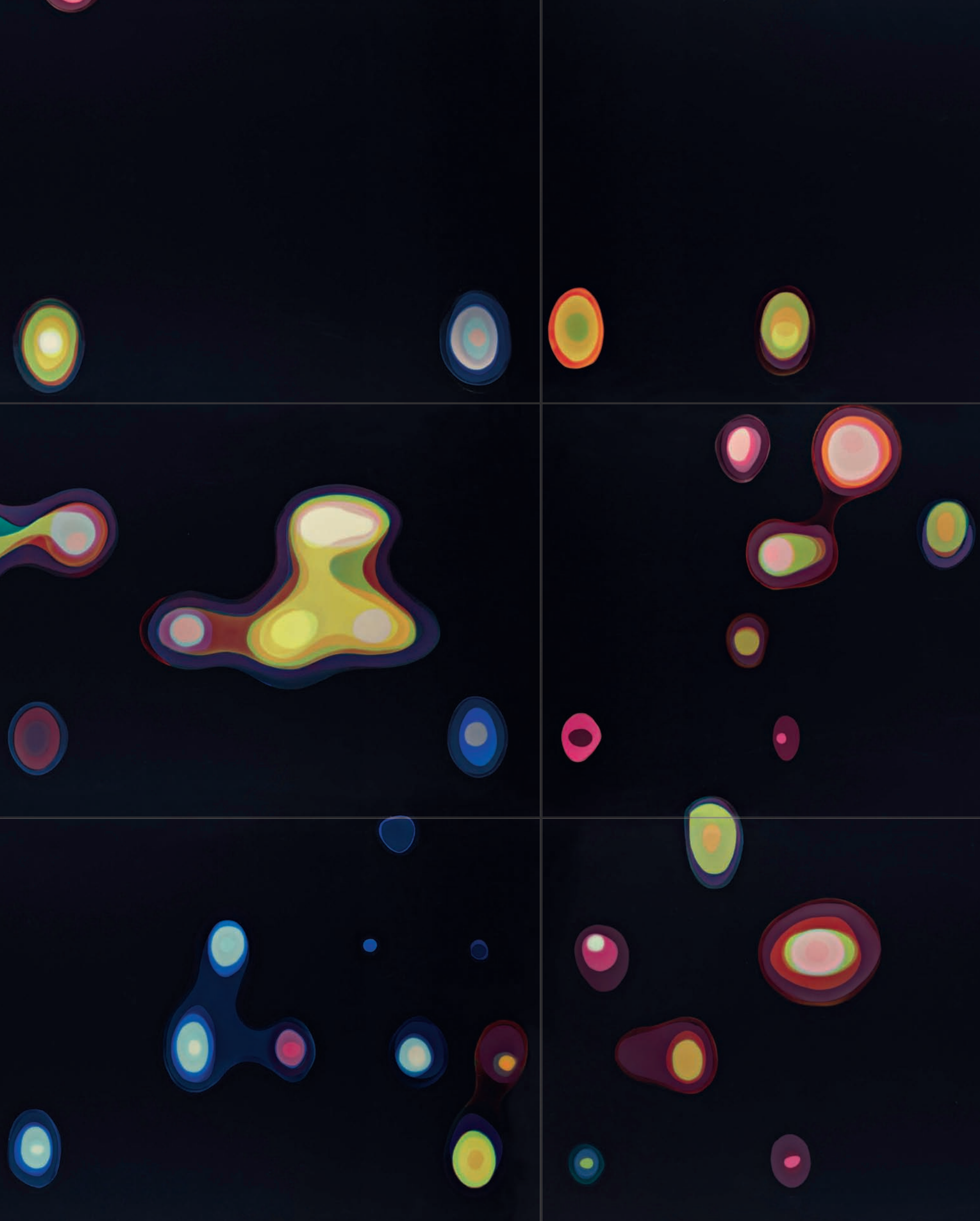


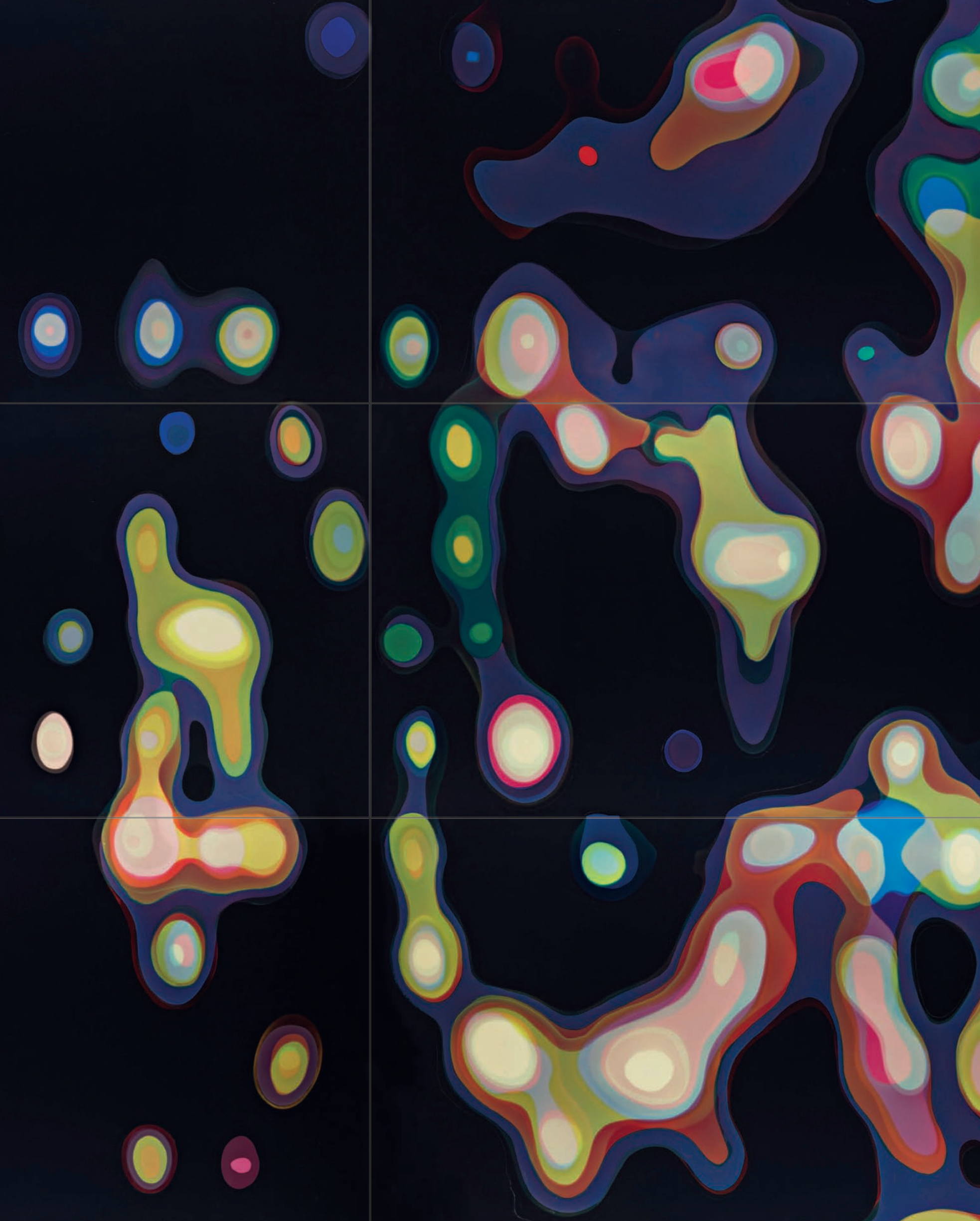
DAY SALE

VALENCIA CONTEMPORARY ART COLLECTION

18 FEBRUARY 2011 2PM LONDON

PHILLIPS
de PURY & COMPANY





It gives us great pleasure to be offering for sale works from the Valencia Contemporary Art Collection. This collection was put together by art critic Pablo de Val for a group of individuals who are all based in Valencia. This city, while steeped in history and tradition, is a resolutely 21st-century city. It has served as a spectacular backdrop for the last two editions of the legendary America's Cup and offers, along with Monte Carlo and Abu Dhabi, one of the most exciting Formula 1 race tracks in the Grand Prix season. Valencia is a city resolutely open onto the world. It is therefore not surprising that this collection does not have a local focus but covers artists of many different nationalities. I would like to express my thanks to Carmen Reviriego, CEO of Wealth Advisory Services and its team of experts for having entrusted us with its sale.

A handwritten signature in black ink, reading "Simon de Pury". The signature is fluid and cursive, with the first name "Simon" being more prominent and the last name "de Pury" following in a similar style.

Simon de Pury

Chairman, Phillips de Pury & Company

“Contemporary art is, partly, the history of our time,
a history related from the standpoint of modernity and
dynamism, the history of the individual in his environment
seen from thousands of different perspectives”

VALENCIA CONTEMPORARY ART COLLECTION, TRUSTEES STATEMENT

The collection on offer in both the Evening Sale and in this Day Sale represents a remarkable gathering of contemporary art from the past two decades. The Valencia Contemporary Art Collection (VAC), based in the Institut Valencià d'Art Modern, consists of work by over 90 artists, mostly from Europe and North America. The collection was created in 2005 with the specific aim to concentrate on painting. As the art critic Pablo del Val, who consulted on the building of the collection, explains, painting was felt to be the medium that was “closest and most accessible” and readily collectible in Spain at that time. And, as with all the most interesting and exciting of art collections, the definition of what was collected “expanded and changed” over time. In the end, however, what the collection has tried to do is “to find a balance between the conceptual and the visual” and create a body of work that shows “the tremendous possibilities of painting and how eclectic and varied it is now”.¹

These possibilities, de Val believes, have been enabled by the presiding influences of Gerhard Richter and Andy Warhol. It is their investigations of, and reflections on “the boundaries of art and painting” that have revealed the ways in which the artists represented here can explore the nature of their own practice and art form. Some of these explorations are explicit in their examination of painting – Art & Language, for example, deliberately overlaid the artistic polar opposites of Abstract Expressionism and Socialist Realism, while Ilya and Emilia Kabakov offer a wry and witty take on the act of painting itself by placing an ordinary traditional landscape painting on an easel that is suspended upside down from the ceiling.

Different forms of subversion become apparent in the way the artists in the VAC collection approach the genres with which painting is traditionally

associated. Landscape painting, for example, is invested with new meanings by removing the very signifiers that make the genre what it is, as Nedko Solakov does in his *Romantic landscapes with missing parts*, or with the application of digital technologies, as in Julian Opie's computer animated landscape, or the works of the Oehlen brothers. Landscape is also the genre perhaps most given to the redefining power of abstraction, seen in the kerbsides of Koen van den Broek or Thomas Zipp's dark terrains.

Portraiture and figure painting, too, are made new. For instance, there is an inversion of power in the paintings by women artists such as Rita Ackermann and Marlene Dumas, and in Muntean & Rosenblum's monumental *Untitled (At this time of economic uncertainty...)*, the viewer's interpretation is guided by the use of text and imagery.

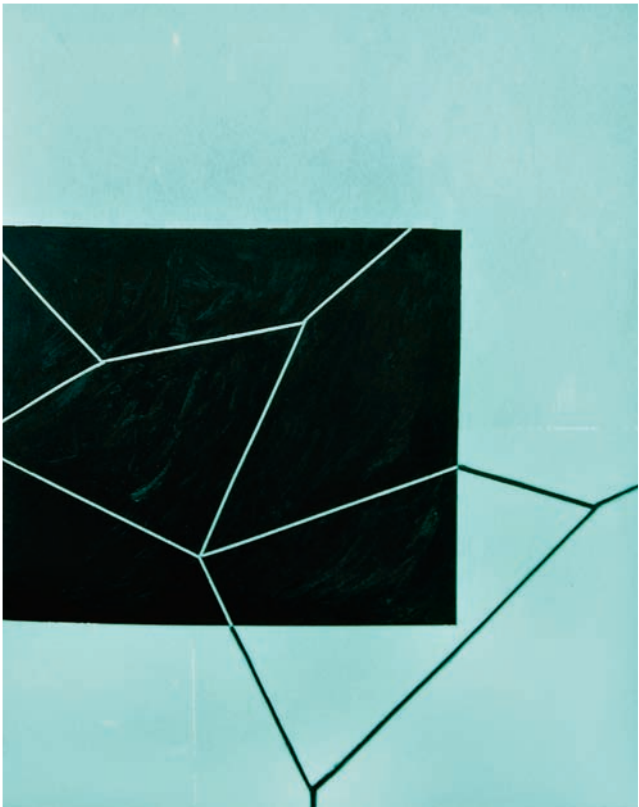
Abstraction, which is well-represented in the VAC collection, is, in Pablo del Val's view, “a further genre of painting”. No longer having the “messianic aim which ultimately led to the degree zero in painting ... [it] can be eclectic and irreverent and make free use of all kinds of languages and styles”. He cites in particular the work of Katharina Grosse for the way in which it invades space, and the installations of Ian Kiaer and Jessica Stockholder for their transformation of abstract painting into three dimensions.

In Rudolf Stingel's essentially abstract work, of which there is an outstanding example here, the artist draws upon unusual materials (in this case, foil) and modern subject matter (the urban art of graffiti) to render a new form of ‘painting’. In this, Stingel's work is perhaps one of the best examples of how the VAC collection has indeed redefined what painting is and can become.

1. All quotations are from *VAC Colección Valencia Arte Contemporáneo*, Valencia: IVAM Institut Valencià d'Art Modern, 2006, pp. 187–89

HIGHLIGHTS FROM
THE VALENCIA CONTEMPORARY ART COLLECTION

The six works from the Valencia Contemporary Art Collection illustrated here will be sold in our London Contemporary Art Evening Sale on 17 February at 7pm

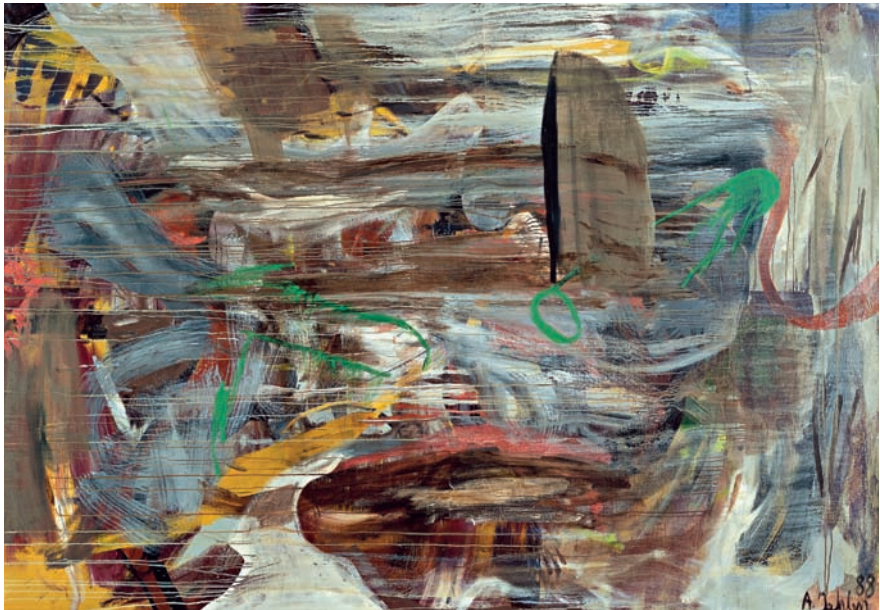


MARLENE DUMAS b. 1953
Equality, 1993
Oil on canvas. 55.1 × 40.4 cm (21 3/4 × 16 in). Signed, titled and dated 'Marlene Dumas Equality 1993' on the reverse.
Estimate £80,000–120,000 \$124,000–185,000
€95,000–143,000

MARY HEILMANN b. 1940
Rude Boy, 1998
Oil on canvas. 190.5 × 152.5 cm (75 × 60 in). Signed, titled and dated 'Mary Heilmann 1998 Rude Boy' on the reverse.
Estimate £70,000–90,000 \$108,000–139,000
€83,200–107,000 ‡

GEORG HEROLD b. 1947
Untitled, 1990
Caviar and resin on canvas. 320 × 180 cm (126 × 71 in). Signed and dated 'Herold 1990' on the reverse.
Estimate £40,000–60,000 \$61,800–92,700
€47,600–71,400

Please note that the information included here is for reference purposes only. For full cataloguing of these six works, please refer to the Contemporary Art Evening Sale catalogue.



ILYA & EMILIA KABAKOV b. 1933 & b. 1945
The Painting on an Easel, 1998
Oil on canvas and wooden easel. Site specific installation with variable dimensions. Easel: 207 × 65 × 60 cm (81 1/2 × 25 1/2 × 23 1/2 in); painting: 143 × 228 cm (56 1/4 × 89 3/4 in).
Estimate £400,000–600,000 \$618,000–927,000
€476,000–714,000

ALBERT OEHLER b. 1954
Untitled, 1988
Oil, metallic paint and varnish on canvas. 200 × 280 cm (78 3/4 × 110 1/4 in). Signed and dated 'A. Oehler 88' lower right.
Estimate £100,000–150,000 \$155,000–232,000
€119,000–178,000

RUDOLF STINGEL b. 1956
Untitled, 2002
Celotex insulation and aluminium foil on board. Each: 121 × 236 cm (47 1/2 × 93 in) Overall: 242 × 472 cm (95 × 186 in). Signed and dated 'Stingel 2002' on the reverse of each panel. There is a gallery label on the reverse of each panel.
Estimate £300,000–500,000 \$463,000–772,000
€357,000–595,000



DAY SALE

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18 FEBRUARY 2011 2PM LONDON

LOTS 101–194

Viewing

Saturday 5 February 2011, 10am–6pm

Sunday 6 February 2011, 12pm–6pm

Monday 7 February 2011, 10am–6pm

Tuesday 8 February 2011, 10am–6pm

Wednesday 9 February 2011, 10am–6pm

Thursday 10 February 2011, 10am–12pm

Friday 11 February 2011, 10am–6pm

Saturday 12 February 2011, 10am–6pm

Sunday 13 February 2011, 12pm–6pm

Monday 14 February 2011, 10am–6pm

Tuesday 15 February 2011, 10am–6pm

Wednesday 16 February 2011, 10am–6pm

Thursday 17 February 2011, 10am–6pm

Front cover Sandra Gamarra, *Vitamin P*, 2005, Lot 101 (detail)

Inside front cover Peter Zimmermann, *Untitled (floor)*, 2005, Lot 125 (detail)

Opposite Imi Knoebel, *Mouth of Mekong*, 1998, lot 111 (detail)

101 **SANDRA GAMARRA** b. 1972

Vitamin P, 2005

Oil on canvas, 205 × 175 cm (80 3/4 × 68 7/8 in). Initialled, titled and dated 'SG, 2005, Vitamin P' on the reverse.

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

PROVENANCE Galería Juana de Aizpuru, Madrid

LITERATURE V. Breuvert, *Vitamin P: New Perspectives in Painting*, London: Phaidon, 2002 (illustrated on cover)

P



102 **ANGELA DE LA CRUZ** b. 1965

Knackered, 1998
Oil on canvas. 200 × 175 cm (86 1/2 × 69 in).

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

PROVENANCE Galerie Krinzinger, Vienna
EXHIBITED Vienna, Galerie Krinzinger, *Angela de la Cruz, Everyday Painting*, 1999



103 **JASON MARTIN** b.1970

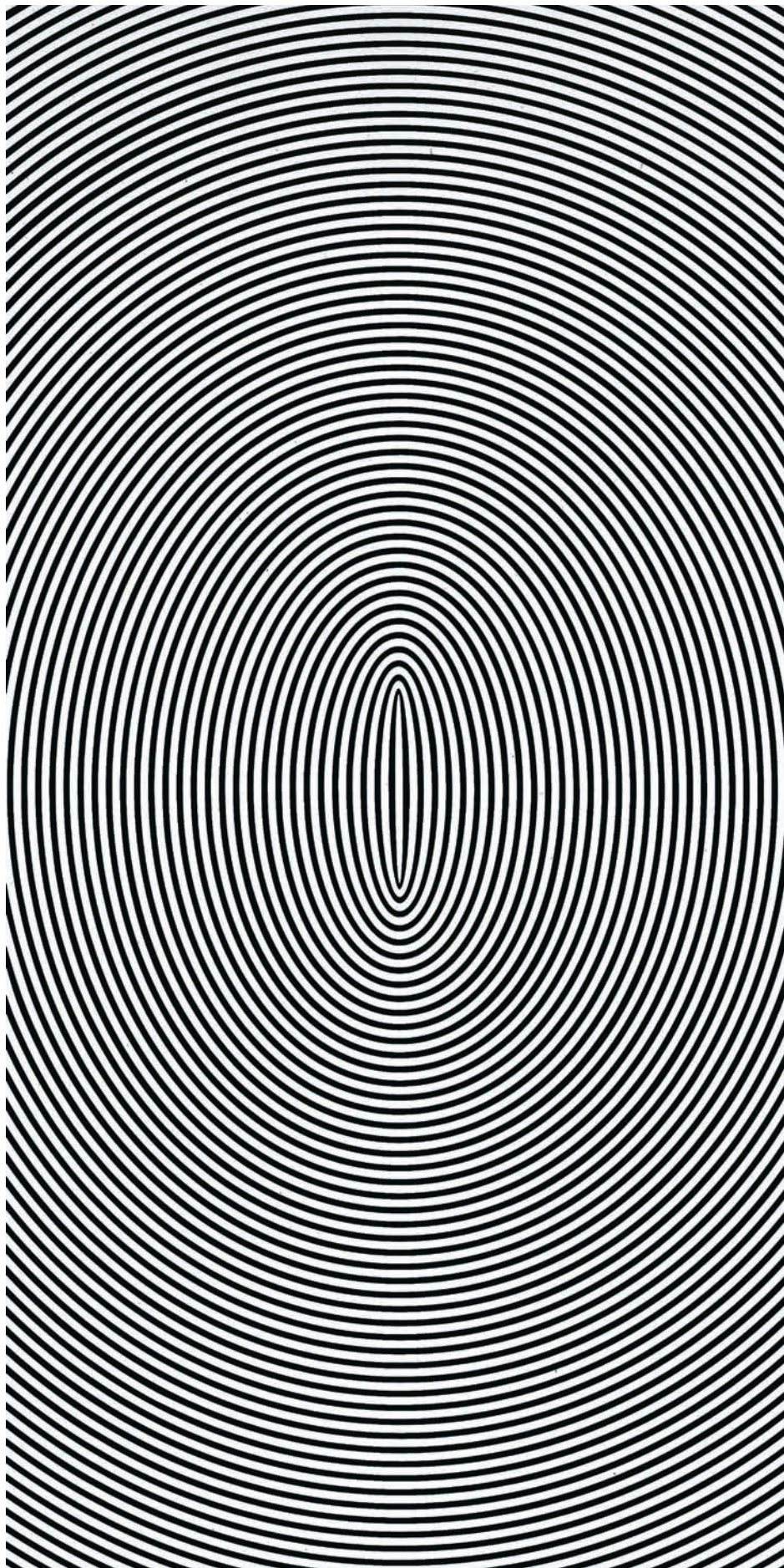
Aphrodite, 2004

Oil on aluminium. Diameter: 244 cm (96 1/8 in), depth: 10 cm (4 in). Signed, titled and dated 'J. Martin '04 "Aphrodite"' on the reverse.

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

PROVENANCE Lisson Gallery, London





104 **JOHN ARMLEDER** b.1948

Ion V, 2003

Airbrush paint on aluminium. 200 × 100 cm (78 3/4 × 39 3/8 in). Signed, dated and titled 'Armleder, 2003, Ion V' on the reverse.

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

PROVENANCE Vera Munro, Hamburg

EXHIBITED Hamburg, Vera Munro, *Ion*, 2003



105 **FAUSTO GILBERTI** b. 1970

Born Again, 2004

Acrylic on wooden panel in two parts. Overall diameter: 299 cm (117 3/4 in).

Titled 'BORN AGAIN' on the reverse of upper panel, signed and dated

'FAUSTO GILBERTI 2004' on the lower panel.

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

PROVENANCE Perugi Artecontemporanea, Padua

EXHIBITED Padua, Galleria Perugi Artecontemporanea, *Bizarre Show*, 2004



106 **GÜNTHER FÖRG** b. 1952

Untitled, 2001

Triptych: acrylic on canvas. Each panel: 260 × 320 cm (102 3/8 × 126 in), overall: 260 × 960 cm (102 3/8 × 378 in). Signed and dated 'Förg 2001' upper right of right panel.

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

PROVENANCE Galerie Bärbel Grässlin, Frankfurt

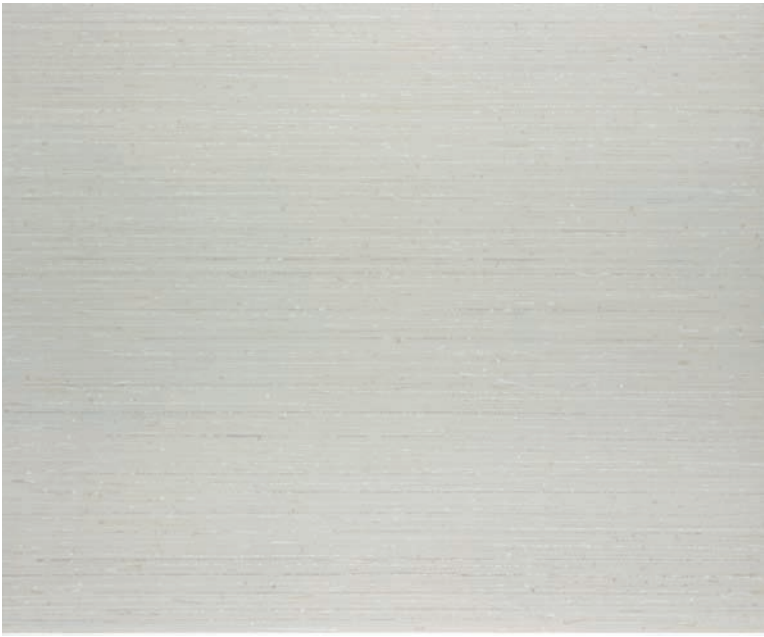
EXHIBITED Bregenz, Kunsthau Bregenz, *Günther Förg*, 24 May–11 July 2001

LITERATURE *Günther Förg*, exh. cat., Kunsthau Bregenz, Bregenz, 2001 (illustrated)

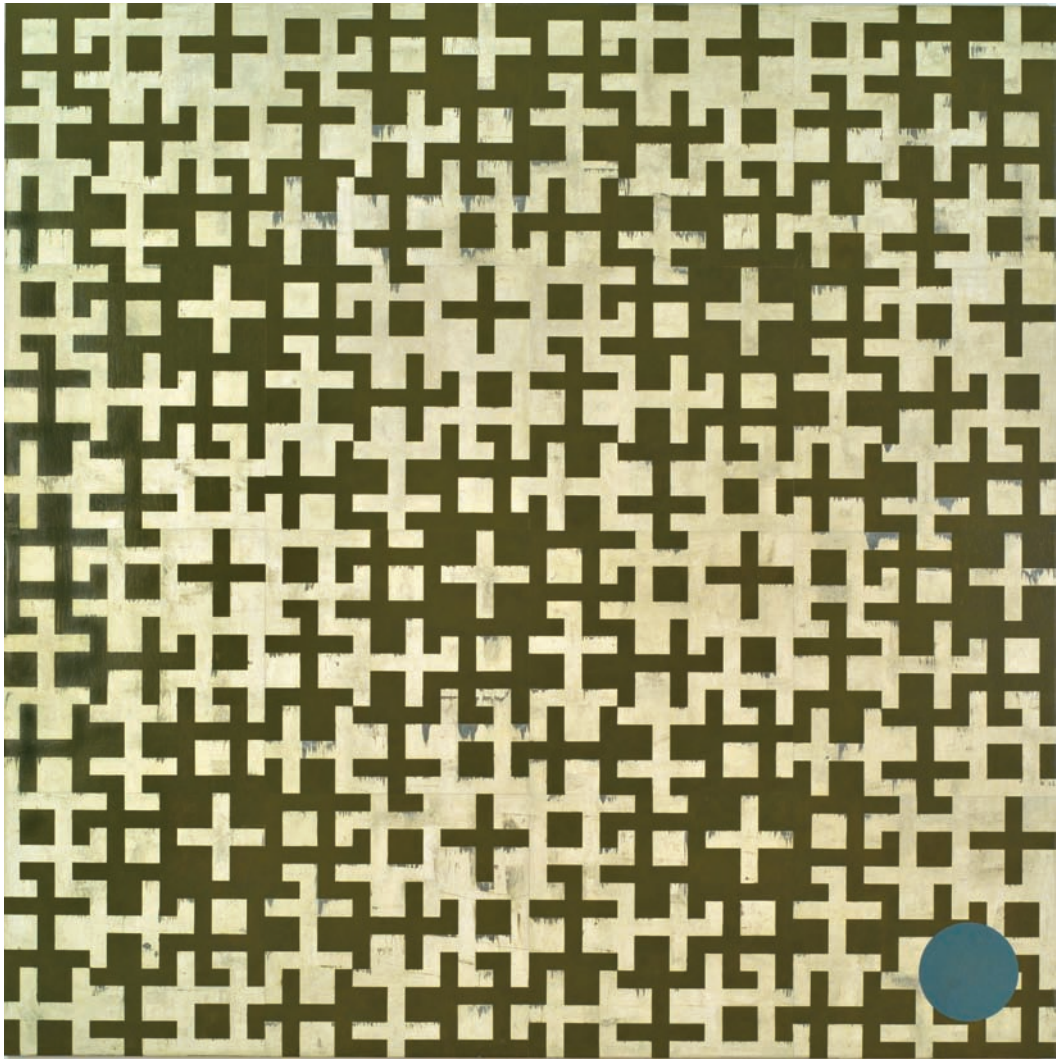




107 (i)



107 (ii)



108

107 **MELANIE SMITH** b. 1965
 Two works: (i) *Painting for six steps to the unpredictable 4*; (ii) *Painting for six steps to the unpredictable 6*, 2005
 Acrylic on Plexiglas. (i) 180 × 240 cm (70 7/8 × 94 1/2 in); (ii) 180 × 220 cm (70 7/8 × 86 5/8 in).
 Each signed and dated 'Melanie Smith 2005' on the reverse.

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

PROVENANCE Galería OMR, Mexico City

108 **OLLE BORG** b. 1960
In the Library, 2005
 Enamel and oil on canvas. 180 × 180 cm (70 7/8 × 70 7/8 in).

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

PROVENANCE Andréhn-Schiptjenko, Stockholm
EXHIBITED Stockholm, Andrehn-Schiptjenko, *Olle Borg, Principia Mundi*, 2005



109 **RÉMY ZAUGG** 1943–2005

Ein Blatt Papier II No. 41–42 (A Sheet of Paper II No. 41–42), 1973–1985

Dptych: pencil, screenprint, oil and synthetic varnish on paper laid on canvas in two parts.

Each: 200 × 175 cm (79 × 69 in); overall: 200 × 350 cm (75 × 138 in). Artist's name, title and dates printed on gallery label affixed to the reverse of the stretcher.

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

PROVENANCE Brooke Alexander Gallery, New York; Mai 36 Galerie, Zurich

LITERATURE Les presses du réel, *Rémy Zaugg: Ein Blatt Papier/A Sheet of Paper II*, Paris, 1992, pp.88–89 (illustrated); G. Mack, *Rémy Zaugg*, Luxemburg, 2005, p.94–95 (illustrated)





110 **ROSA BRUN** b. 1955

Enza, 2001

Triptych: oil on wood. Overall: 200 × 600 × 10.5 cm (78 3/4 × 236 1/5 × 4 in).

Signed, titled and dated 'Rosa Brun Enza 2001' on the reverse of each panel.

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

PROVENANCE Galería Oliva Arauna, Madrid

EXHIBITED San Sebastian, Koldo Mitxelena Kulturunea, Donostia, *Rosa Brun*,
1 October 2005–20 January 2006; Madrid, Galería Oliva Arauna, *Rosa Brun*,
12 September 2001

111 **IMI KNOEBEL** b. 1940
Mouth of Mekong, 1998
Acrylic on aluminium. 255.3 × 294.3 × 6.5 cm (100 1/2 × 115 7/8 × 2 5/8 in). Signed and dated 'IMI 98' on the reverse.

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

PROVENANCE Galerie Thaddaeus Ropac, Salzburg; Galerie Bärbel Grässlin, Frankfurt
EXHIBITED Salzburg, Galerie Thaddaeus Ropac, *Bays and Beaches*, 1998





112 **RUTH ROOT** b. 1967
Untitled, 2005
 Enamel on aluminium. 96 × 182.5 cm (37 3/4 × 71 3/4 in).
 Signed and dated 'Ruth Root 2005' on the reverse.

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

PROVENANCE Maureen Paley, London

113 **GÜNTER UMBERG** b. 1942
Untitled, 2004
 Pigment and dammar on wooden panel. 38 × 36 cm (15 × 14 1/5 in). Titled and dated 'Untitled 2004' on the reverse.

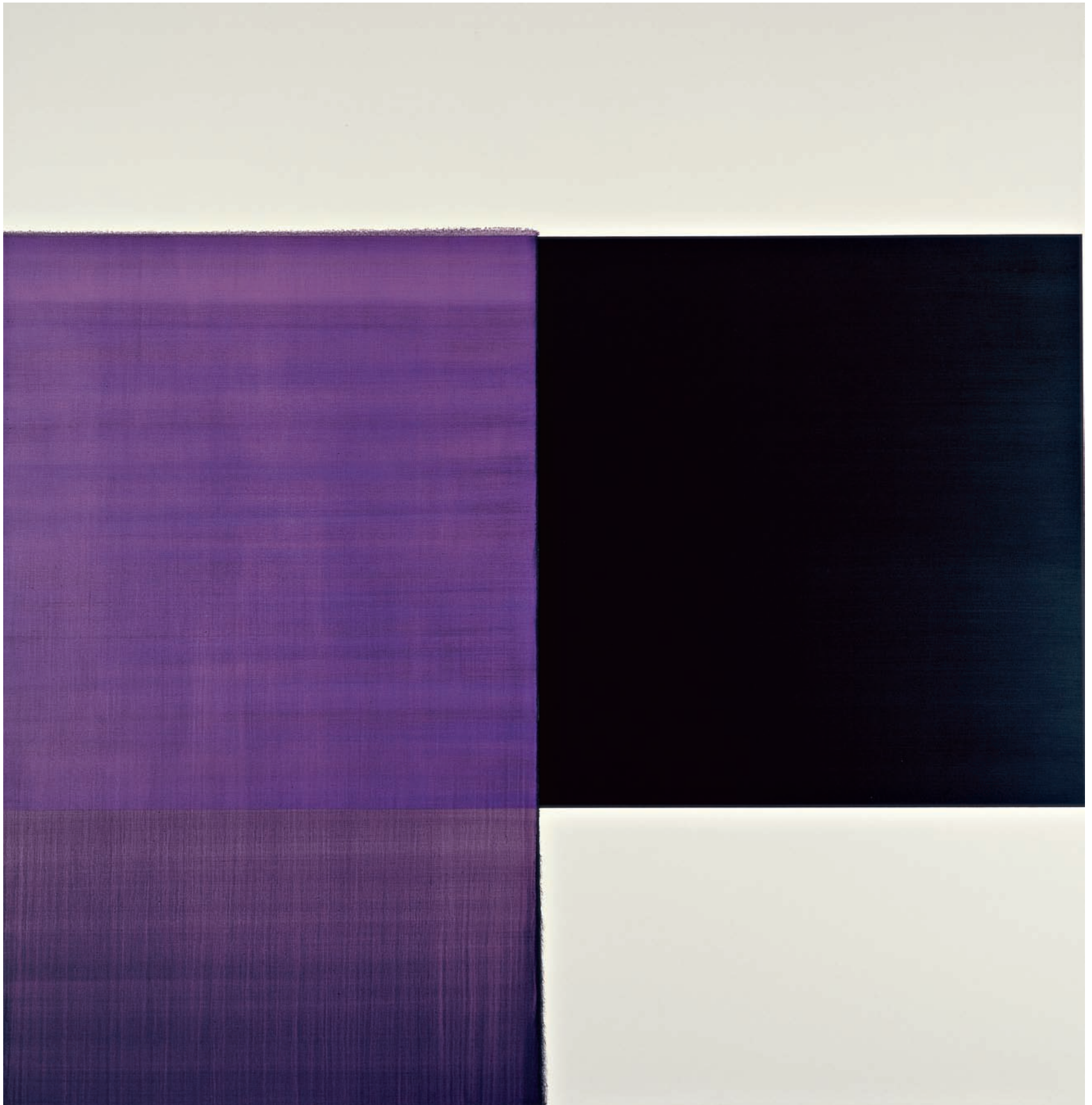
Estimate £3,000–5,000 \$4,600–7,700 €3,600–6,000 ♣

PROVENANCE Galerie Nächst St. Stephan Rosemarie
 Schwarzwälder, Vienna

114 **GÜNTER UMBERG** b. 1942
Untitled, 2005
 Pigment and dammar on wooden panel. 67 × 60.5 cm (26 2/5 × 23 4/5 in). Signed, titled and dated 'Ohne Titel 2005 Umberg' on the reverse.

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

PROVENANCE Galerie Nächst St. Stephan Rosemarie
 Schwarzwälder, Vienna



115 **CALLUM INNES** b.1962

Exposed Painting Blue Violet Charcoal Black, 2004

Oil on linen. 228 × 222 cm (89 3/4 × 87 1/2 in). Signed and dated 'Callum Innes 2004' on the overlap.

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

PROVENANCE Frith Street Gallery, London

EXHIBITED St. Ives, Tate St. Ives, *Callum Innes: Resonance*, 22 January–2 May 2005

LITERATURE *Callum Innes: Resonance*, exh. cat., Tate St Ives, St Ives, 2005, pp.22–23 (illustrated)





116 **PELLO IRAZU** b.1963

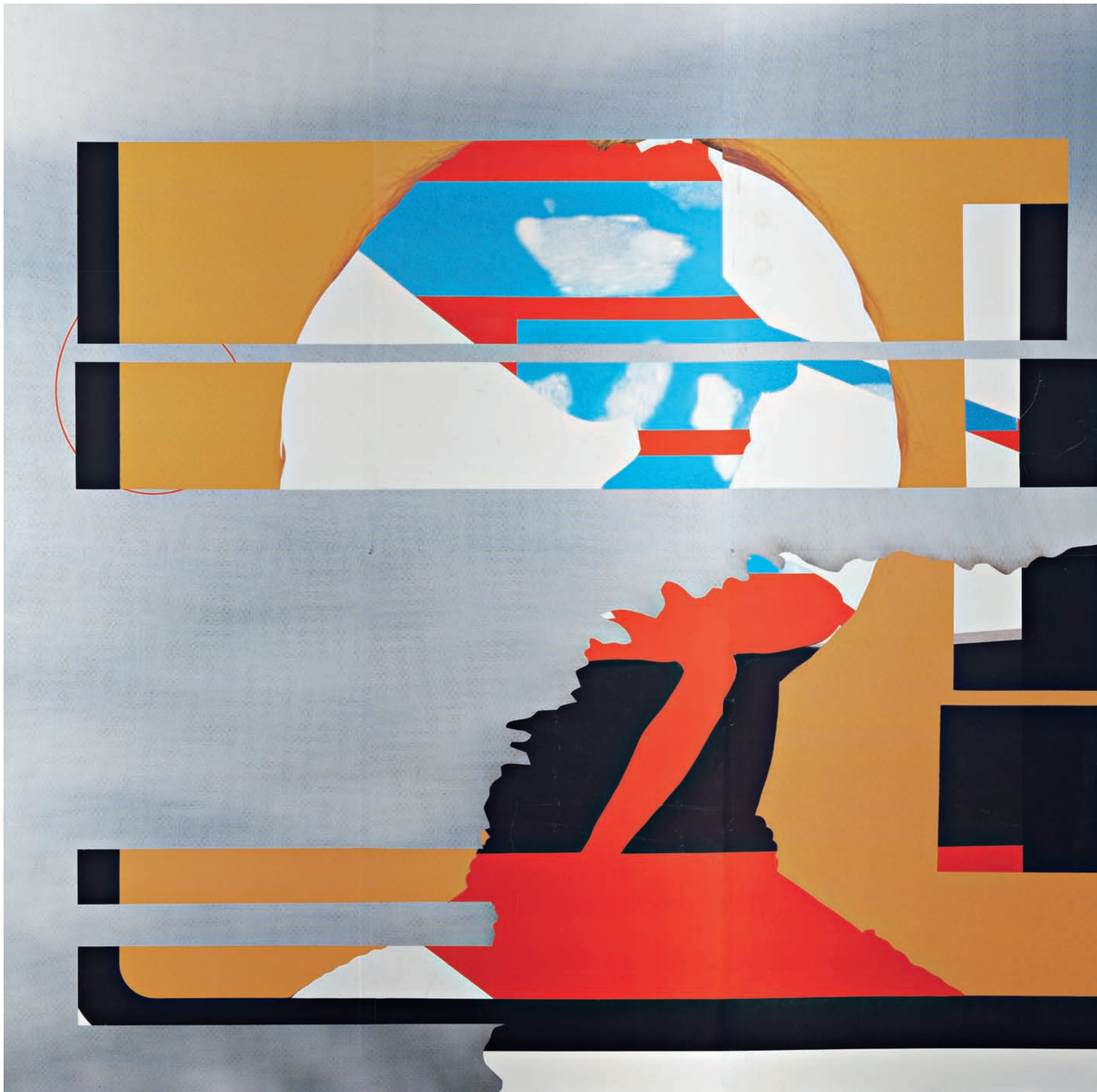
Eraser, 2003

Three works of adhesive tape and acrylic on paper, and site specific wall installation. Each work on paper: 152 × 117.5 cm (59 3/4 × 46 in); wall installation: dimensions variable. Signed and dated 'Pello Irazu, 14 VI 2003' lower left of each work on paper.

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

PROVENANCE Galeria De Arte Soledad Lorenzo, Madrid

EXHIBITED Vitoria-Gasteiz, ARTIUM, *Pello Irazu, Fragmentos y durmientes*, 13 November 2003–22 February 2004



117 **ANGUS FAIRHURST** 1966–2008

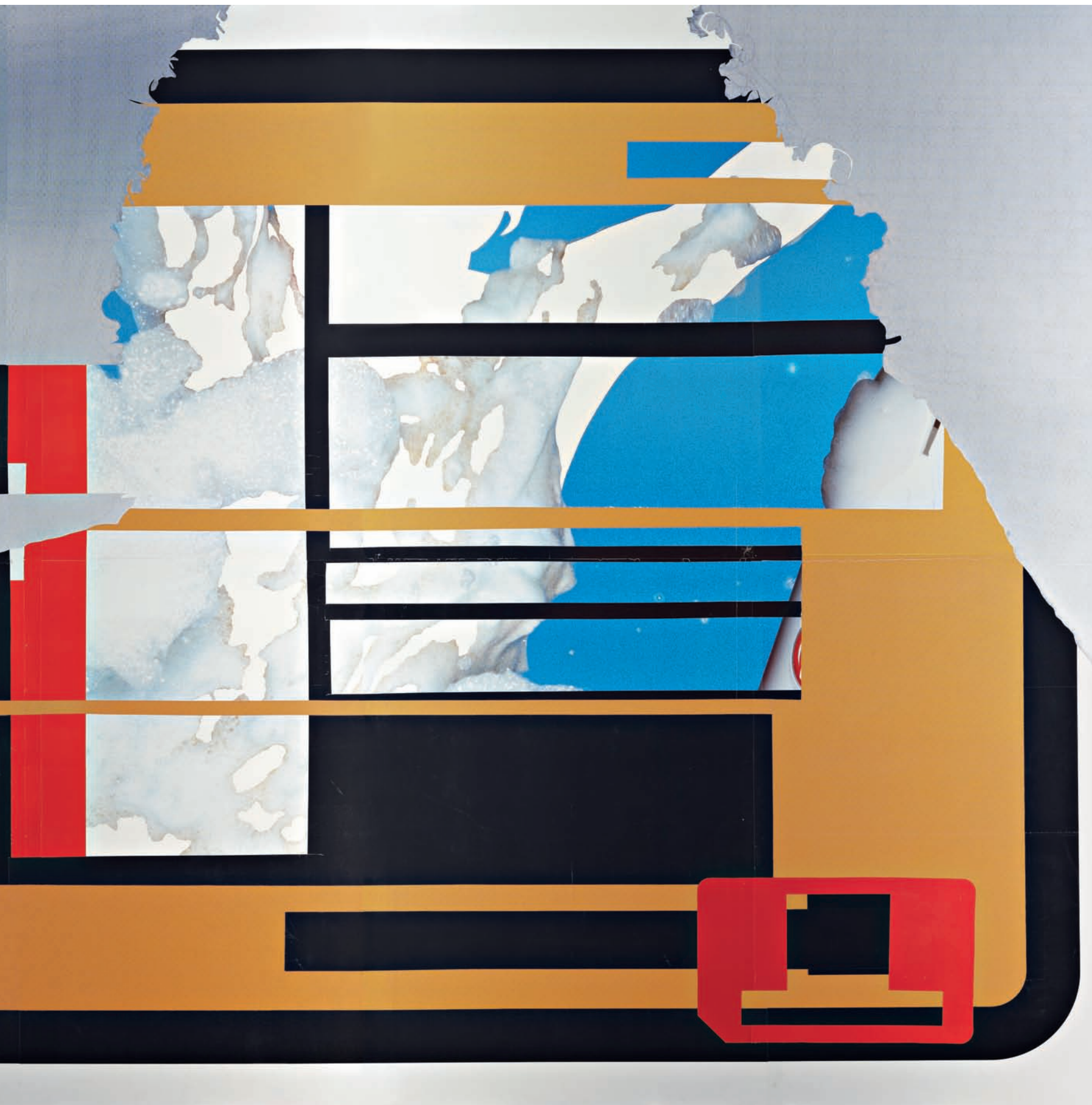
Five Billboards, body and text removed, 2004

Printed paper collage in three parts. 300 × 600 cm (118 × 236 1/5 in.).

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

PROVENANCE Galeria Fortes-Vilaça, Sao Paulo

EXHIBITED Sao Paulo, Galeria Fortes-Vilaça, *Drunkenmasters: Angus Fairhurst, Cerith Wyn Evans, Liam Gillick*, 4 June–3 July 2004



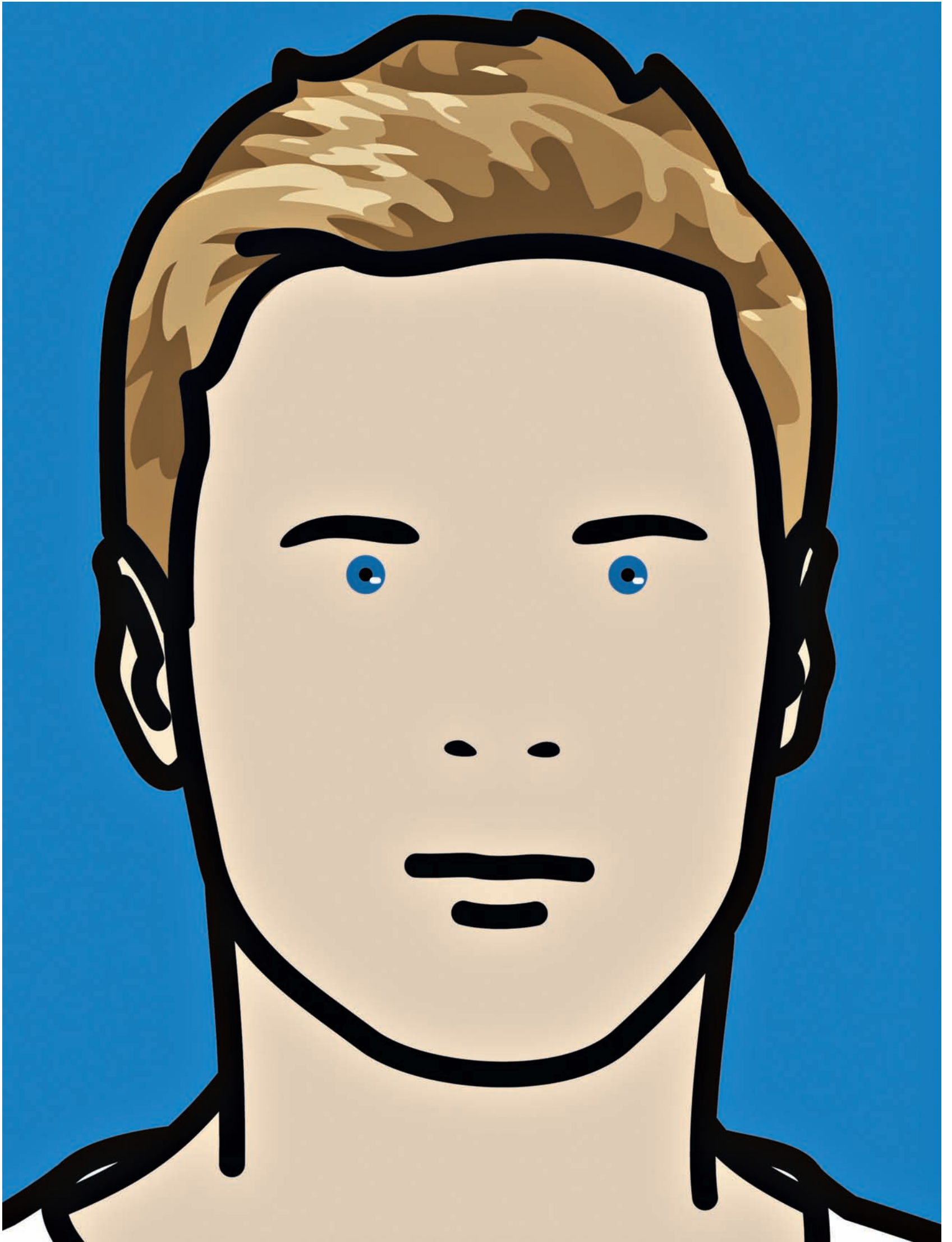
118 **JULIAN OPIE** b. 1958

Bryan, rockstar. 3., 2003

Vinyl on wooden stretcher. 192 × 145.7 cm (75 5/8 × 57 3/8 in). Signed 'Julian Opie' on the overlap.

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

PROVENANCE Galerie Barbara Thumm, Berlin



119 **GAVIN TURK** b. 1967

Camouflage Portrait Green, 2005

Acrylic and silkscreen ink on canvas. 100 × 100 cm (39 3/8 × 39 3/8 in). Signed, titled and dated 'Camouflage Portrait Green Gavin Turk 2005' on the reverse.

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

PROVENANCE White Cube, London





120 **JEAN-MARC BUSTAMANTE** b.1952

Panorama (Interlace), 2003

Triptych: silkscreen on Plexiglas. Overall: 200 × 318 cm (78 5/8 × 125 1/4 in); each: 200 × 106 cm (78 5/8 × 41 3/4 in).

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

PROVENANCE Vera Munro, Hamburg

EXHIBITED Hamburg, Galerie Vera Munro, *Jean-Marc Bustamante*, 2004

LITERATURE J. Lageira, U. Looock and C. Macel, *Jean-Marc Bustamante*, Paris, 2006, pp. 54–55 (illustrated)

121 **NEAL TAIT** b.1956

Untitled 10.10.04 X, 2004

Acrylic and tempera on canvas. 127 × 127 cm (50 × 50 in). Signed and dated 'Neil Tait 2004' and inscribed 'Why can't we get along' on the reverse. Titled 'Untitled 10 10 04 X' on the overlap.

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

PROVENANCE White Cube, London

EXHIBITED Deurle, Museum Dhondt-Dhaenens, *John Baldessari / Neal Tait*, 17 June–3 January 2006



122 **MARK FRANCIS** b. 1962

Congestion, 2003

Oil on canvas. 213 × 183 cm (83 7/8 × 72 in). Signed, titled and dated 'M. Francis 2003, Congestion' on the reverse.

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

PROVENANCE Galerie Thomas Schulte, Berlin

EXHIBITED Berlin, Galerie Thomas Schulte, *Mark Francis, Recent Paintings*, 5 March–10 April 2004



123 **SARAH MORRIS** b. 1967

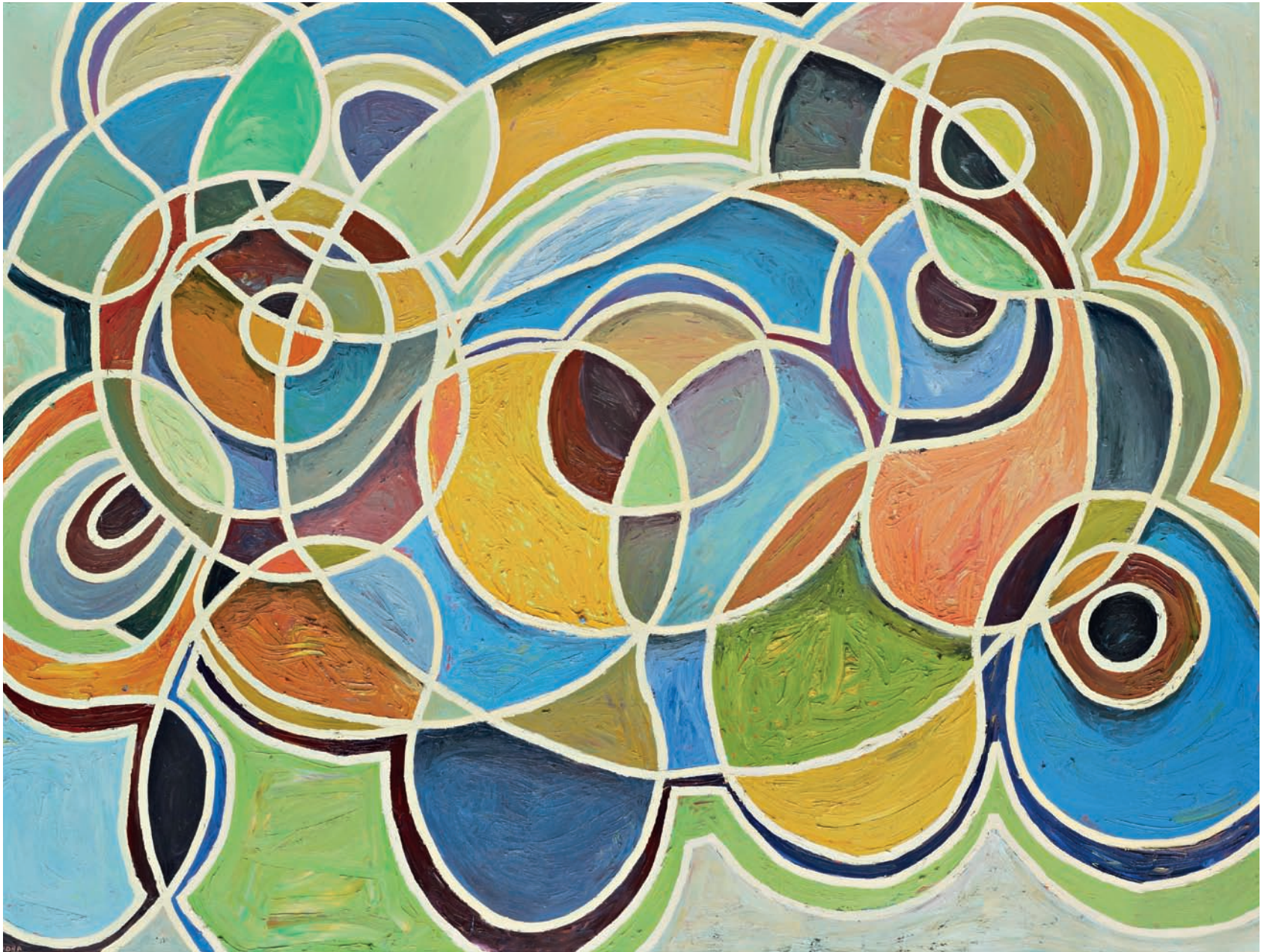
Sony (Los Angeles), 2004

Household gloss paint on canvas. 289 x 289 cm (113 3/4 x 113 3/4 in). Signed, titled and dated ' "SONY [LOS ANGELES]" S. Morris 2004' on the overlap.

Estimate £45,000–55,000 \$69,500–85,000 €53,500–65,400 ♣

PROVENANCE White Cube, London

EXHIBITED Hannover, Kestner Gesellschaft, *Sarah Morris, Los Angeles*, 25 August–16 October 2005



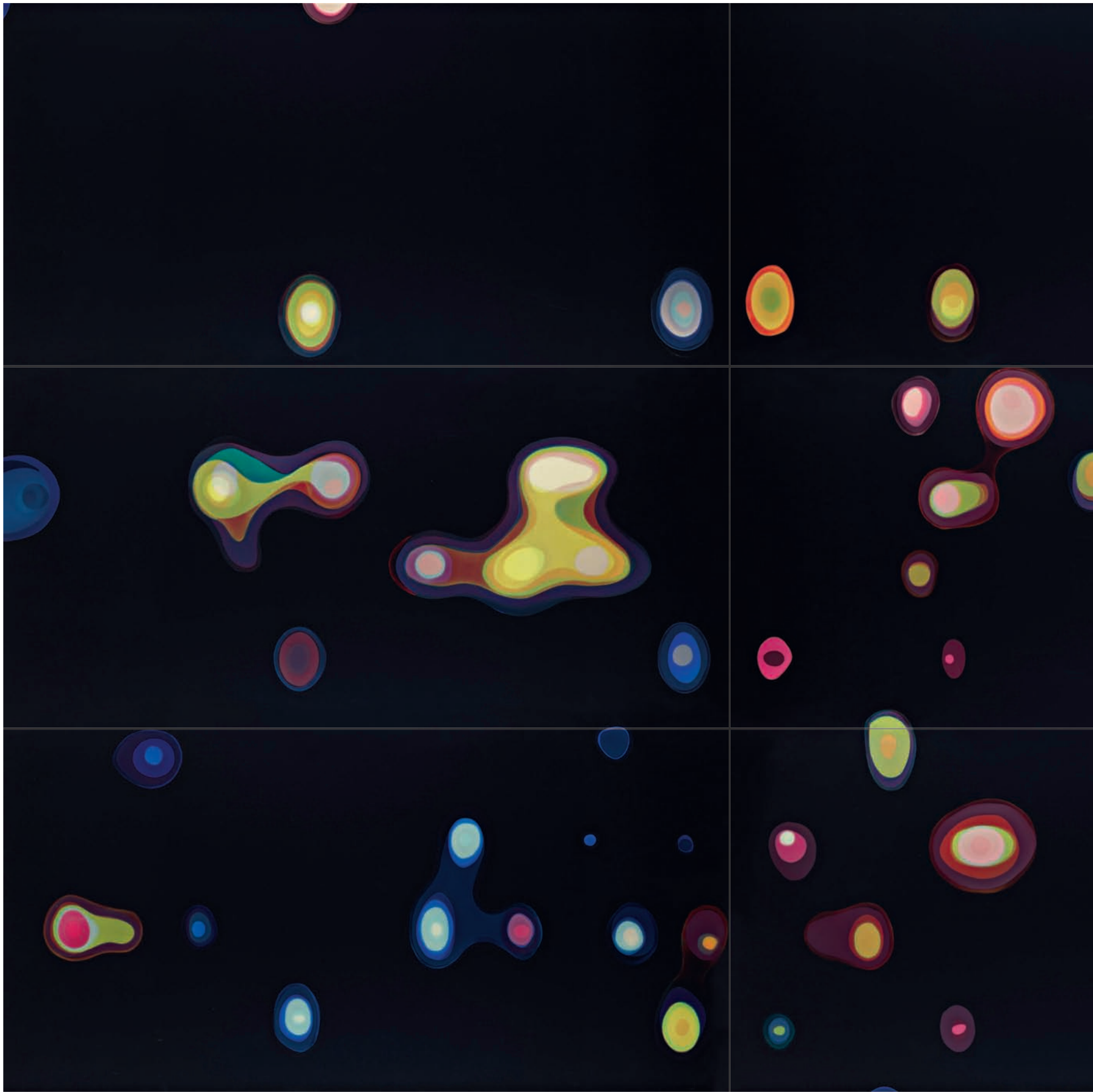
124 **ANTON HENNING** b. 1964

Interior no. 251, 2004

Oil on canvas. 280 × 375 cm (110 1/4 × 147 1/2 in). Initialled, titled and dated 'AH Interior no. 251 2004' on the stretcher bar.

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

PROVENANCE Arndt & Partner, Berlin



125 **PETER ZIMMERMANN** b.1956

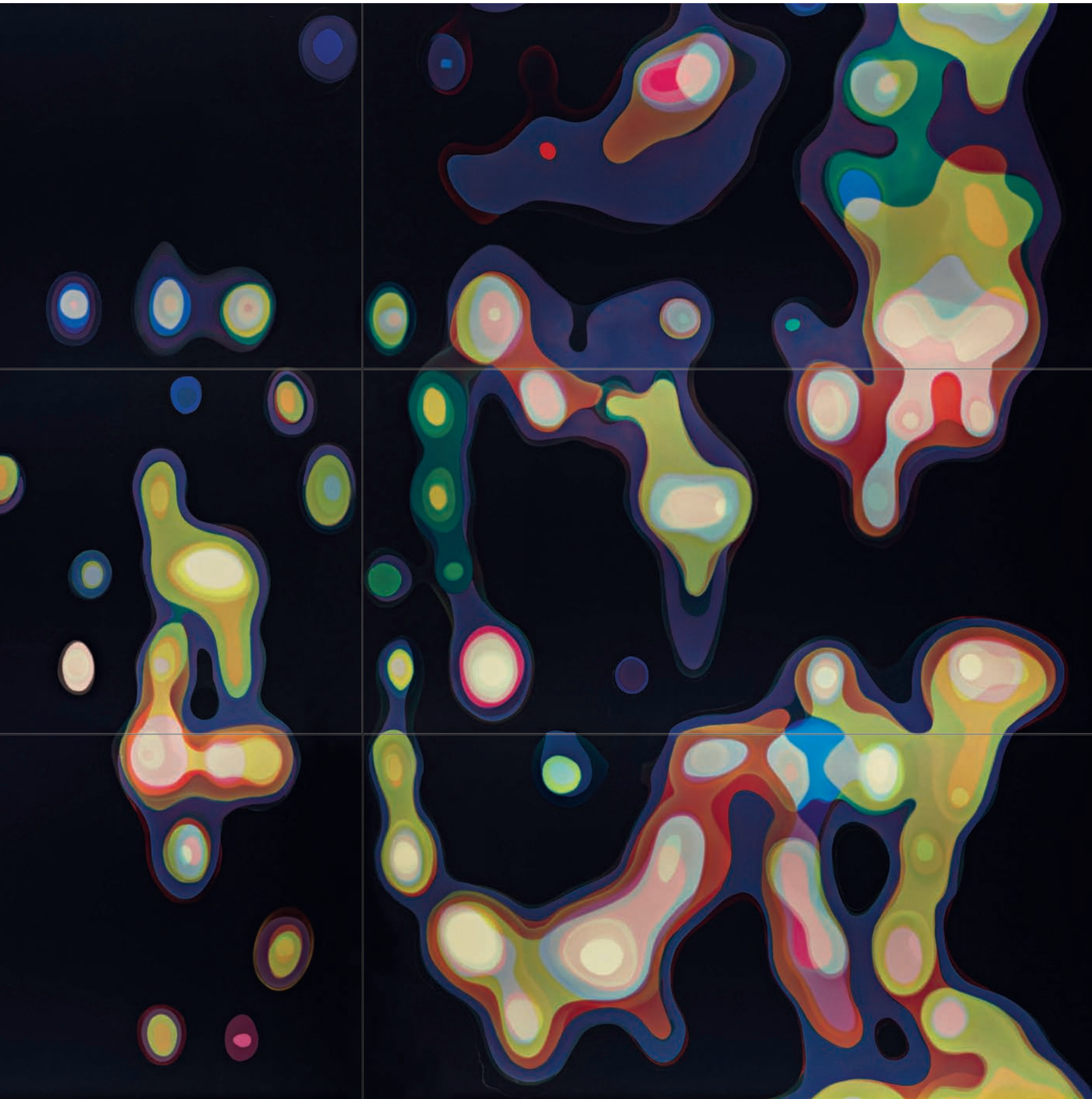
Untitled (floor), 2005

Epoxy resin on aluminium panel in 9 parts. Each: 150 × 300 cm (59 × 118 in);
overall: 450 × 900 cm (177 × 354 in).

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

PROVENANCE Galerie Michael Janssen, Cologne

LITERATURE S. Berg, *Peter Zimmermann, Capas de Gelatina*, Malaga, 2005, pp.30–31
(illustrated)



Installation view



126 **THOMAS ZIPP** b. 1966

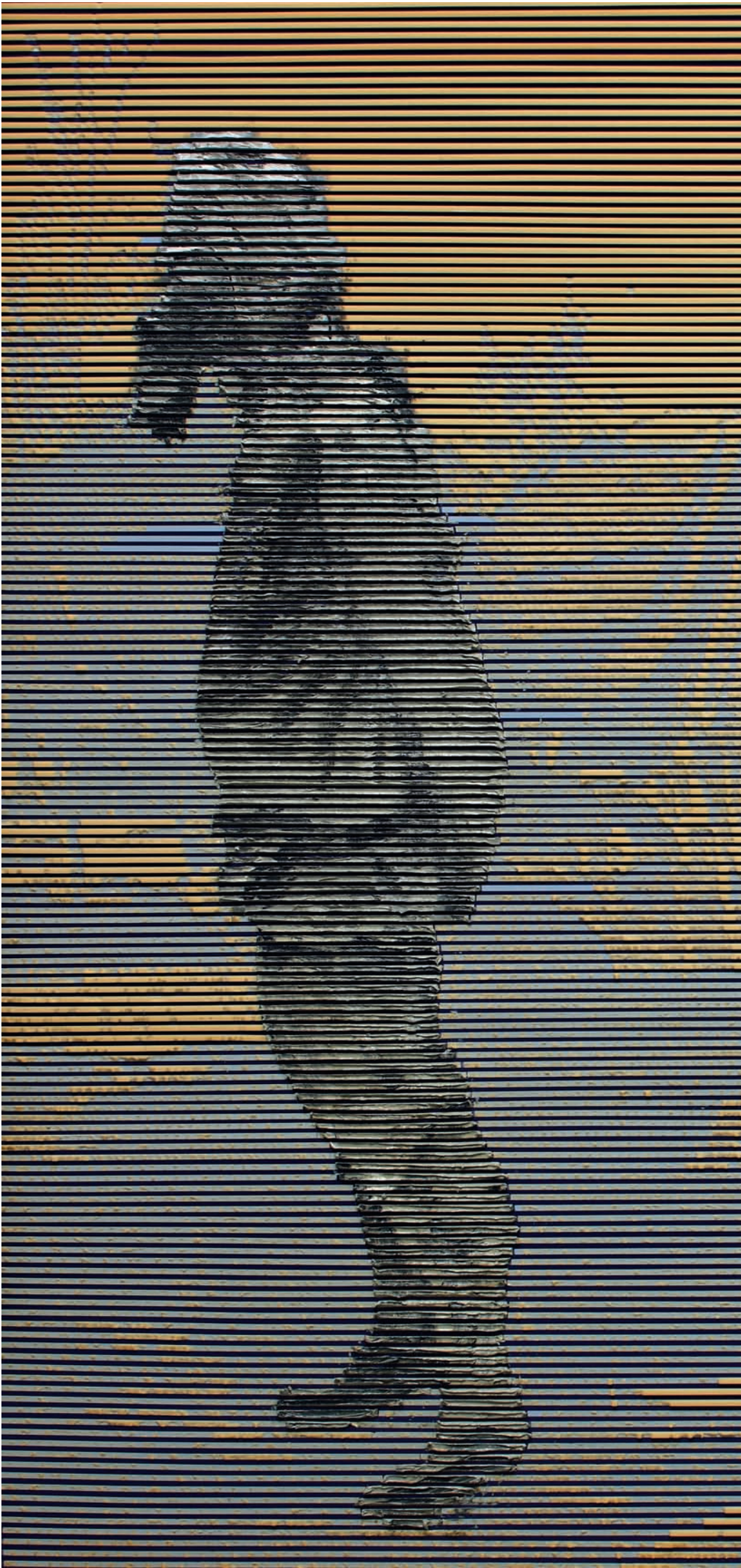
A.B.P.C.H.O. Hahn, 2005–06

Triptych: oil and acrylic on linen. Overall: 380 × 840 cm (149 5/8 × 330 3/8 in);
each panel: 380 × 280 cm (149 5/8 × 110 1/4 in). Signed, titled and dated
"A.B.P.C.H.O. Hahn" Thomas Zipp 05/06' on the reverse of the middle panel.

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

PROVENANCE Galería Heinrich Ehrhardt, Madrid





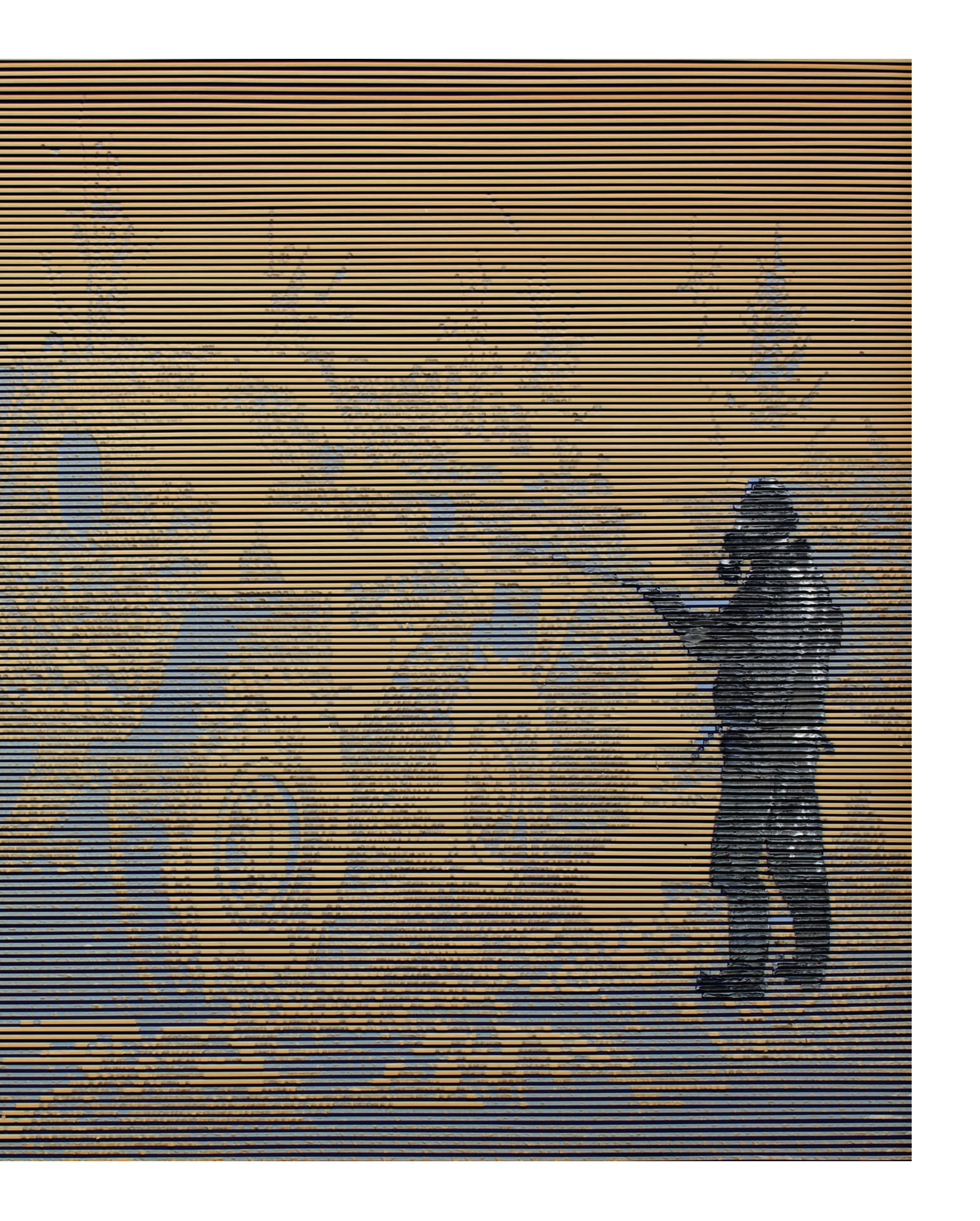
127 **DIRK SKREBER** b. 1961

Untitled, 2005

Foam, adhesive tape and oil on board. 260 × 330 cm (102 3/8 × 129 7/8 in).

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

PROVENANCE Galeria Luis Campaña, Cologne





128 **CHRISTOPH STEINMEYER** b.1967

Dolores, 2005

Oil on canvas. 202.3 × 235 cm (79 1/2 × 92 1/2 in). Signed, titled and dated
'Christoph Steinmeyer 2005, Dolores' on the reverse.

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

PROVENANCE Galerie Michael Janssen, Cologne

EXHIBITED Cologne, Galerie Michael Janssen, Christoph Steinmeyer,
'Hotel Déjàvu', 28 January–25 February 2006



129 **INKA ESSENHIGH** b. 1969

Broken Top, 2005

Oil on paper. 79 × 52 cm (31 × 20 1/2 in). Initialed 'IE' lower right.

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

PROVENANCE 303 Gallery, New York



130 **RITA ACKERMANN** b. 1968

The Gathering, 2003

Oil on board. 61 × 45.8 cm (24 × 18 in).

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

PROVENANCE Andrea Rosen Gallery, New York



(i)



(ii)



(iii)

131 **RITA ACKERMANN** b. 1968

Three works: (i) *Fallen from Grace*; (ii) *I Want You to Feel My Rage*;
(iii) *The Nuns*, 2004–05

Watercolour on paper. (i) 40.5 × 30 cm (16 × 12 in); (ii) 30 × 40.5 cm
(12 × 16 in); (iii) 30 × 40.5 cm (12 × 16 in).

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

PROVENANCE Andrea Rosen Gallery, New York



132 **DANIEL LEZAMA** b. 1968

El Nacimiento de la Ciudad de Mexico (The Birth of Mexico City), 2002

Oil on canvas. 300 × 239.5 cm (118 1/8 × 94 1/4 in). Signed, titled and dated
'Daniel Lezama 2002 El Nacimiento de la Ciudad de Mexico' on the reverse.

Estimate £6,500–7,500 \$10,000–11,600 €7,700–8,900

PROVENANCE Galería OMR, Mexico City



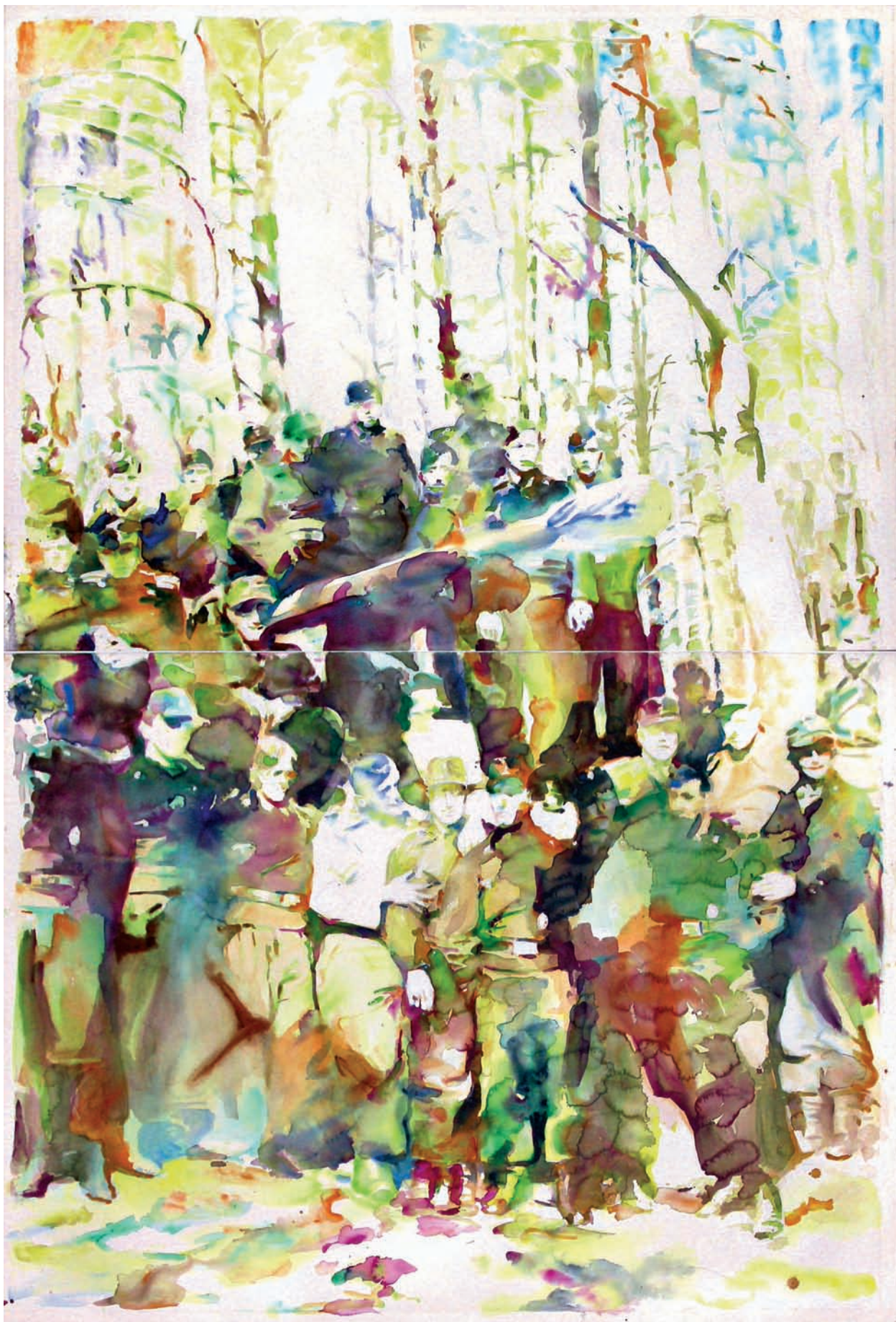
133 **RITA ACKERMANN** b. 1968

Corvette, 1999

Acrylic on canvas. 142.8 × 97.1 cm (56 1/4 × 38 1/4 in). Signed, titled and dated 'Rita Ackermann Corvette 1999' on the reverse.

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

PROVENANCE Andrea Rosen Gallery, New York



134 **MARTIN DAMMANN** b.1965

Mein Gott (My God), 2004

Watercolour, graphite and adhesive tape on paper. 272.5 × 190 cm (107 × 75 in).

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

PROVENANCE Galerie Barbara Thumm, Berlin

EXHIBITED Barcelona, Institut de Cultura de Barcelona, *BerlinTendenzen*,
10 May–19 July 2006



135 **HENNING KLES** b.1970

Bogey, 2005

Oil and spray paint on linen. 190 x 165 cm (74 3/4 x 65 in). Signed and dated
'Kles 2005' on the reverse.

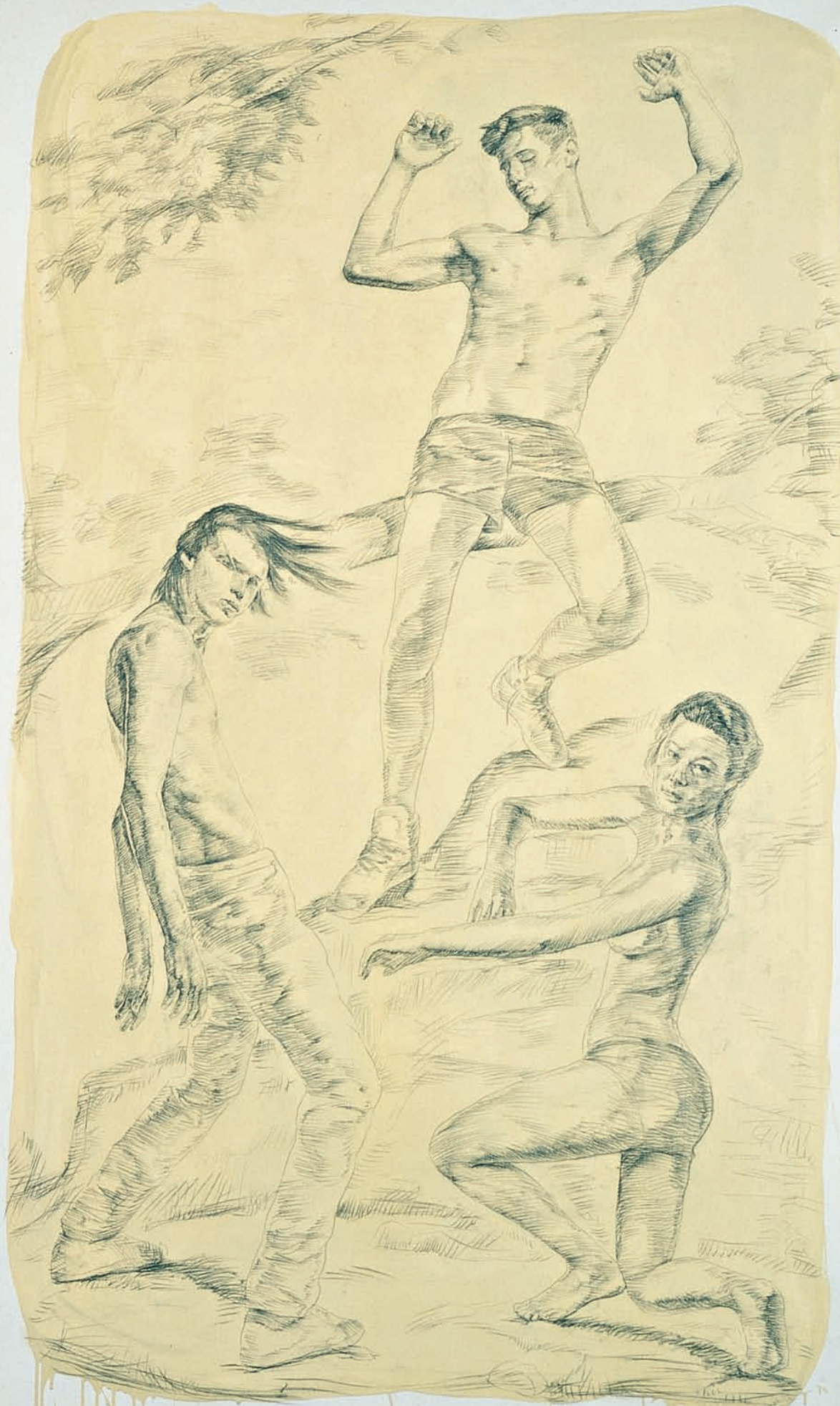
Estimate £4,000–6,000 \$6,200–9,300 €4,800–7,100 ♣

PROVENANCE Arndt & Partner, Zurich

136 **MUNTEAN & ROSENBLUM** b. 1962 & b. 1962
Untitled (At this time of economic uncertainty...), 2005
Oil, acrylic and felt-tip pen on canvas. 261 × 151 cm (102 3/4 × 59 1/2 in).
Signed and dated 'MUN/ROS 05' on the reverse.

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

PROVENANCE Galerie Georg Kargl, Vienna



At this time of economic uncertainty, post-war heightened security and politically generated fear, in a space between old and new, where certainties are crumbling, being broken. The only thing we share is a sense of vertigo and unease.



Detail



Detail

137 **SANDRA GAMARRA** b. 1972

V.G. Vitamin P (The Importance of the Right Side I–XVIII), 2005

Oil on canvas in 18 parts. Each: 41 × 41 cm (16 1/8 × 16 1/8 in). Each signed, titled and dated 'Sandra Gamarra 2005 Visita Guida – Vitamina P (La importancia del lado derecho I–XVIII)' on the reverse.

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

PROVENANCE Galería Juana de Aizpuru, Madrid





138 **NEDKO SOLAKOV** b. 1957

Romantic landscapes with missing parts, 2002

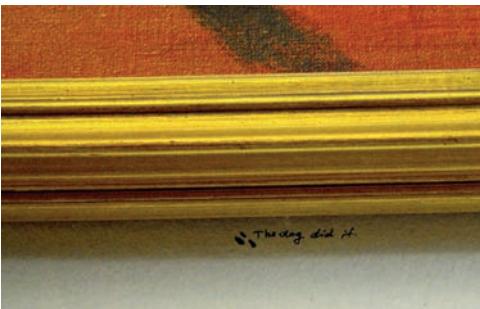
Oil on linen in 12 parts and wall text. Each: 108 × 140 cm (42 1/2 × 55 in). Signed in Cyrillic and dated 2002 in the lower right edge of each canvas.

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

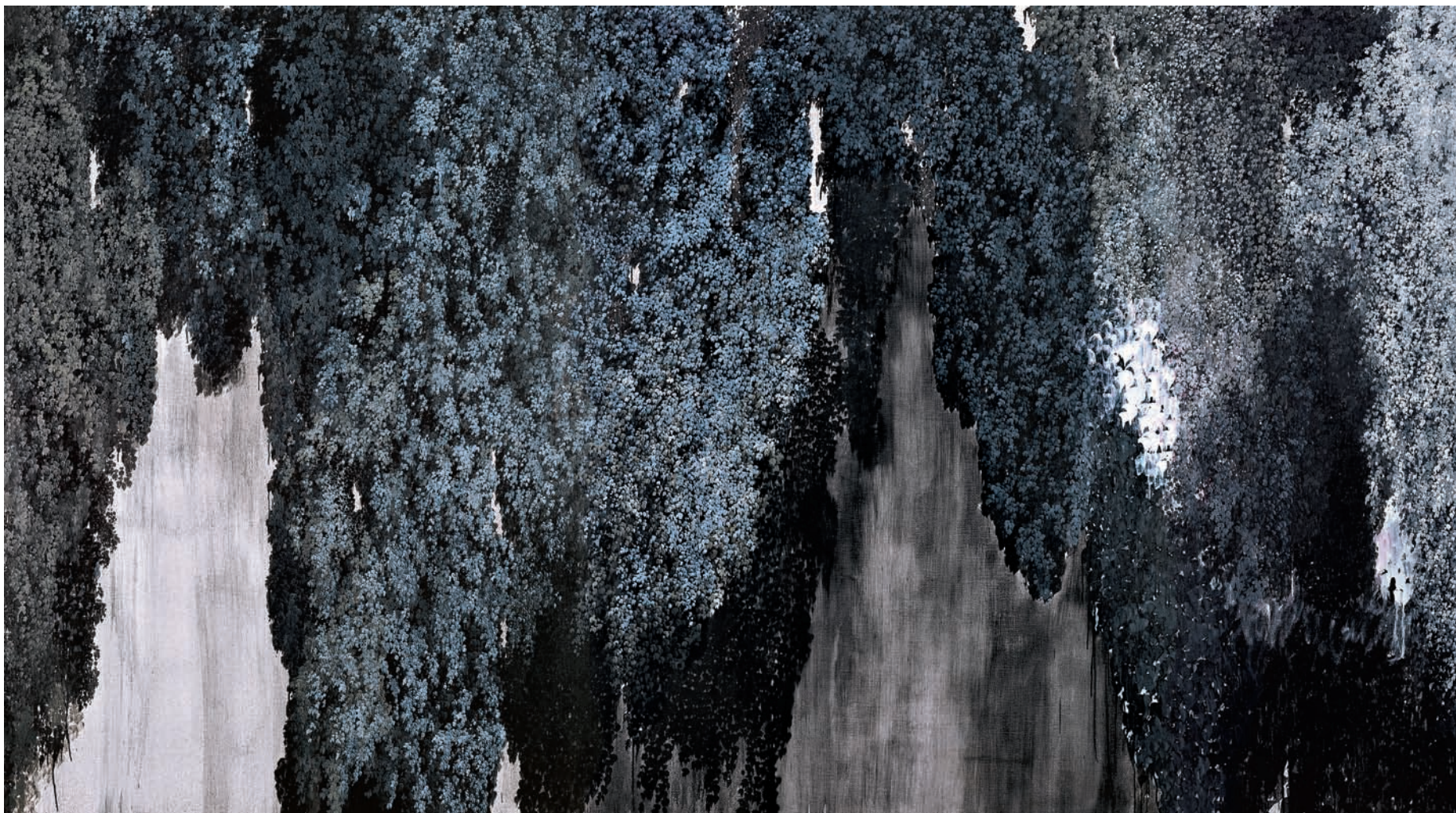
PROVENANCE Arndt & Partner, Zurich

EXHIBITED *Nedko Solakov: Romantic Landscapes with Missing Parts*: Malmö, Rooseum Center for Contemporary Art; Madrid, Espacio Uno, Museo Nacional Centro de Arte Reina Sofia, 11 March–27 April 2003; Berlin, Neuer Berliner Kunstverein; Ulm, Ulmer Museum, 4 May–June 2002; *A12 1/3 (and even more Year Survey)*: Linz, O.K Zentrum für Gegenwartskunst, 2005; Luxembourg, Casino Luxemburg-Forum d'art contemporain

LITERATURE *Nedko Solakov: Romantic Landscapes with Missing Parts*, exh. cat., Madrid and Berlin, 2002 (illustrated)



Detail of wall text



139 **SOLEDAD SEVILLA** b. 1944

Insomnio de paz y de conflicto (Insomnia of peace and conflict), 2002

Polyptych: oil on canvas. Each panel: 200 × 140 cm (78 3/4 × 55 1/8 in); overall:

200 × 840 cm (78 3/4 × 331 in). Signed, titled and dated 'Soledad Sevilla

Insomnio de paz y de conflicto 2002' on the reverse of each panel.

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

PROVENANCE Industrias Artísticas Madrileñas, Madrid

EXHIBITED Logrono, Sala Amós Salvador, *Soledad Sevilla*,

29 October–5 December 2004

LITERATURE *Soledad Sevilla*, Logrono, 2004 (illustrated)





Detail

140 **MATTS LEIDERSTAM** b. 1956
The Dream about Italy, 2005
Mixed-media installation: 3 books, oil on linen painting, magnifying glass, table and magnifying bar. Table: 194 × 85 × 93 cm (76 3/8 × 33 1/2 × 36 5/8 in); painting: 24 × 33.5 cm (9 1/2 × 13 1/4 in).
Estimate £3,000–5,000 \$4,600–7,700 €3,600–6,000 ♠
PROVENANCE Andréhn-Schiptjenko, Stockholm
EXHIBITED Valladolid, Museo Patio Herreriano, *Iconica, Relaciones del arte actual con la realidad*, 2 June–10 September 2006



141 **MATTS LEIDERSTAM** b. 1956

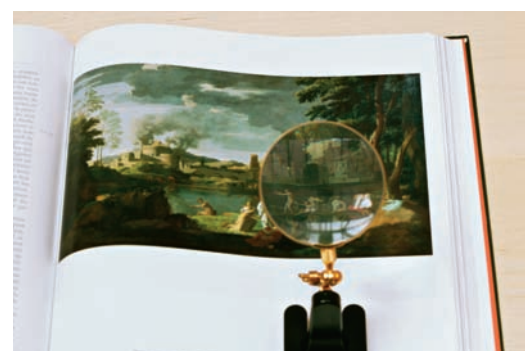
Landscape with Travellers Resting, 2005

Mixed-media installation: 2 books, oil on linen painting, 2 magnifying glasses, table, binoculars. Table: 194 × 85 × 93 cm (76 3/8 × 33 1/2 × 36 5/8 in); painting: 50 × 60 cm (19 3/4 × 23 5/8 in).

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

PROVENANCE Andréhn-Schiptjenko, Stockholm

EXHIBITED Valladolid, Museo Patio Herreriano, *Iconica, Relaciones del arte actual con la realidad*, 2 June–10 September 2006



Detail



142 **ANTONIO DE PASCALE** b. 1953

Four works: *Break Milk*; *Break Bounty*; *Break Raisins*; *Break Abricotine*, 2003–04
Acrylic on canvas. Each: 138 × 69 × 8 cm (54 1/4 × 27 1/4 × 3 1/4 in). Each signed,
titled and dated on the reverse.

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

PROVENANCE Perugi Artecontemporanea, Padua

break

Raisins au Rhum



spécialité



break

ABRICOTINE



*Chocolat au lait
fourré Abricot liquide*





143 **JULIAN OPIE** b. 1958

Untitled, 2005

Continuous computer animation, LCD screen, PC. 60.5 × 95 × 20 cm (23 7/8 × 37 3/8 × 7 7/8 in). This work is from an edition of four plus one artist proof.

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

PROVENANCE Galerie Barbara Thumm, Berlin





144 **FEDERICO GUZMÁN** b. 1964

Metaphorai, 2005

Acrylic on canvas. 155 × 212.5 cm (61 × 83 5/8 in). Signed, titled, inscribed and dated 'Metaphorai Federico Guzmán Sevilla 05' on the reverse.

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

PROVENANCE Galería Pepe Cobo, Madrid



145 **MAUREEN GALLACE** b. 1960

Cape Cod July, 2005

Oil on panel. 23.7 × 30.5 cm (9 1/4 × 12 in). Signed and dated 'Maureen Gallace 2005' on the reverse.

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

PROVENANCE 303 Gallery, New York; Maureen Paley, London



146 **ANKE DOBERAUER** b. 1962

Vier Wege zum Mont Ventoux (Four Roads to Mount Ventoux), 1997

Oil on canvas in four parts. Each: 33 × 46 cm (13 × 18 1/8 in). Each canvas is titled 'Vier Wege Zum Mont Ventoux' and annotated on the reverse. Canvas No. 4 of 4 is signed and dated 'Anke Doberauer 1997' on the reverse.

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

PROVENANCE Mai 36 Galerie, Zurich

EXHIBITED Zurich, Mai 36 Galerie, *Franz Ackermann, Matthew Benedict, Anke Doberauer*, 1997; Munich, Deutsche Gesellschaft für Christliche Kunst, *Anke Doberauer*, 2003

LITERATURE *Anke Doberauer*, Deutsche Gesellschaft für Christliche Kunst, Munich, 2003, p. 4 (illustrated)



147 (i)



147 (ii)



148 (i)



148 (ii)

147 INA WEBER b. 1964

Two works: (i) *Untitled (Protestant Temple)*; (ii) *Untitled (Markethalle Royan)*, 2005
Watercolour, pastel and graphite on tracing paper. Each: 117 × 82.5 cm
(46 × 32 1/2 in). Each signed and dated 'Ina Weber 2005' on the reverse.

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

PROVENANCE Galerie Georg Kargl, Vienna

EXHIBITED Vienna, Georg Kargl Fine Arts, *Ina Weber, Desperanto*, 4 May–16 April 2005

148 INA WEBER b. 1964

Two works: (i) *Untitled (Bingohalle Brighton)*; (ii) *Untitled (Protestant Centre, Royan)*, 2005
Watercolour, pastel and graphite on tracing paper. Each: 117 × 82.5 cm (46 × 32 1/8 in).
Each signed and dated 'Ina Weber 2005' on the reverse.

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

PROVENANCE Galerie Georg Kargl, Vienna

EXHIBITED Vienna, Georg Kargl Fine Arts, *Ina Weber, Desperanto*, 4 May–16 April 2005



149 **KOEN VAN DEN BROEK** b. 1973

Angels Gate Park (Border), 2004

Oil on canvas. 240 × 160 cm (94 1/2 × 63 in). Signed, titled and dated
'Koen van Den Broek Angels Gate Park (Border) 2004' on the reverse.

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

PROVENANCE White Cube, London



150 **ENRIQUE MARTY** b.1969

Navidade en Toledo (Christmas in Toledo), 1999–2000

Five works: oil on wooden panel. Each: 160 × 160 cm (63 × 63 in). Each signed, titled and dated 'E. Marty Navidade en Toledo 99–2000' on the reverse.

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

PROVENANCE Galería Espacio Mínimo, Madrid

EXHIBITED Madrid, Museo Nacional Centro de Arte Reina Sofía, Espacio Uno, *Enrique Marty, La Familia*, 1 April–14 May 2000

LITERATURE R. D. Roncero, A. M. M. Exposito, M. Clot, *Espacio Uno: v.3*, Madrid: Museo Nacional Centro de Arte Reina Sofía, 2001 (illustrated)





151 **ANKE DOBERAUER** b. 1962

Onces Marseilleses, 1993

Oil on canvas in 11 parts. Each: 55 × 46 cm (21 1/2 × 18 in). Each canvas signed and dated 'Anke Doberauer 1993' on the stretcher on the reverse.

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

PROVENANCE Mai 36 Galerie, Zurich





152 **MATTHEW BENEDICT** b. 1968

The Mariner's Baptism, 2002–03

Gouache on wood. Triptych: 213 × 153 cm (84 × 60 1/4 in) each; overall: 213 × 459 cm (84 × 180 3/4 in). Signed 'Matthew Benedict 2003' lower right panel.

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

PROVENANCE Alexander and Bonin Gallery, New York

EXHIBITED New York, Alexander and Bonin, *Matthew Benedict – Crossing the Line*, 1 March–4 April 2003





153 **DUBOSSARSKY & VINOGRADOV** b. 1964 & b. 1963

Total Painting. Summer, 2002

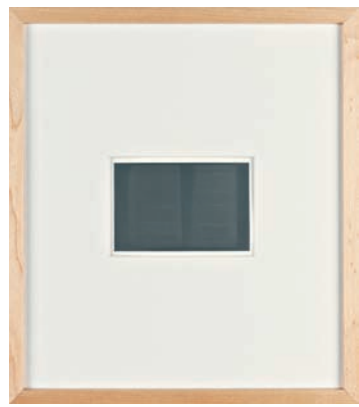
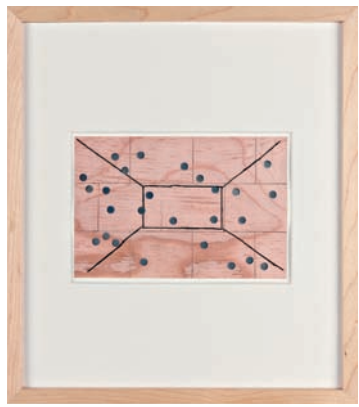
Oil on canvas in four parts. Overall: 195 × 580 cm (76 3/4 × 228 3/8 in).

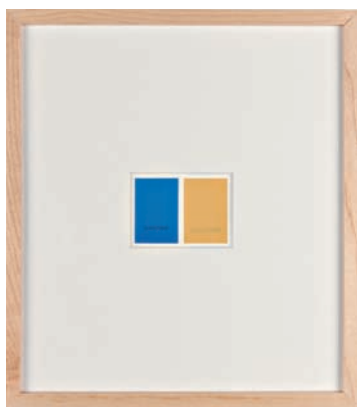
Signed and dated 'Dubossarsky Vinogradov 2002' lower right.

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

PROVENANCE Galerie Krinzinger, Vienna







154 **ART & LANGUAGE**

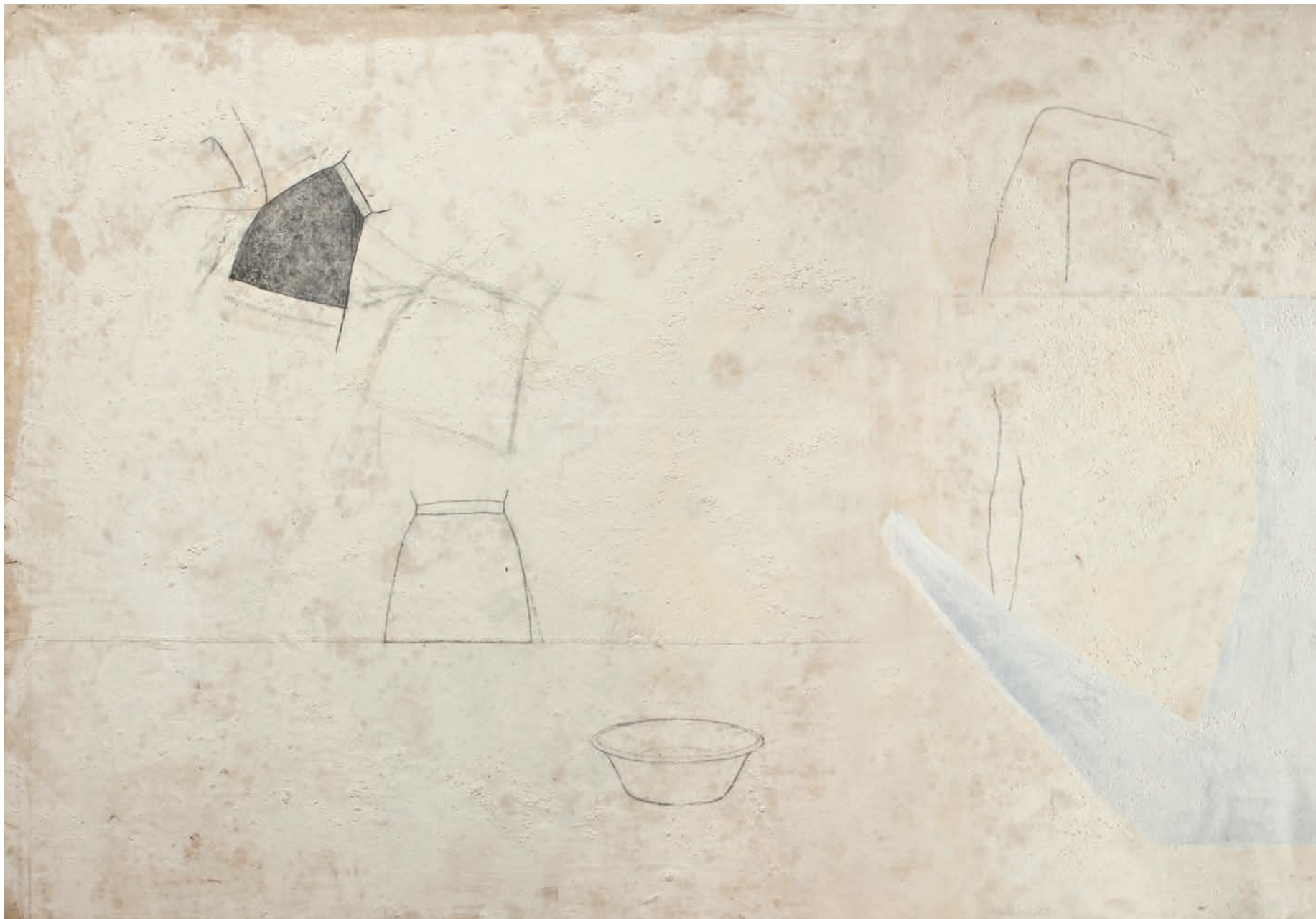
Thirty Studies for a Luhmann Memorial, 2004

30 works: collage, gouache on paper, passe-partout. Each: 30 × 26 cm
(11 3/4 × 10 1/4 in).

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

PROVENANCE Galerie Grita Insam, Vienna

EXHIBITED Karlsruhe, Zentrum für Kunst und Medientechnologie, *Art & Language & Luhmann Memorial III. What does the artwork do?*, 11 May 2005–1 August 2006



155 **JULIÃO SARMENTO** b.1948

Gent 2, 1991

Triptych: mixed media on canvas. Overall: 290 × 819 cm (114 1/8 × 322 1/2 in).

Signed, titled and dated 'GENT (2) Julião Sarmiento CABRR 1991' on the reverse of the left panel.

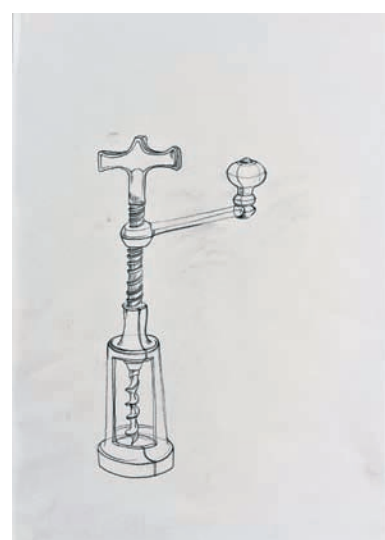
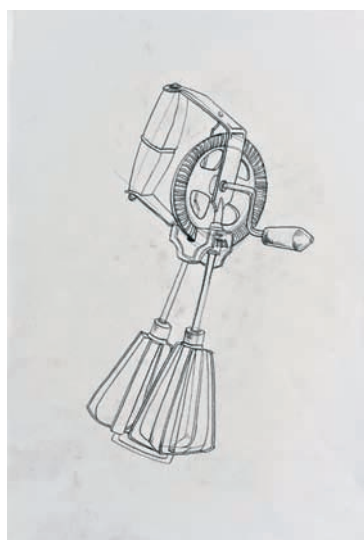
Estimate £40,000–60,000 \$61,800–92,700 €47,600–71,400 ♣

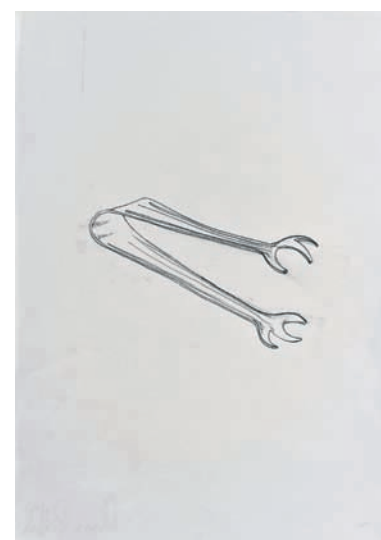
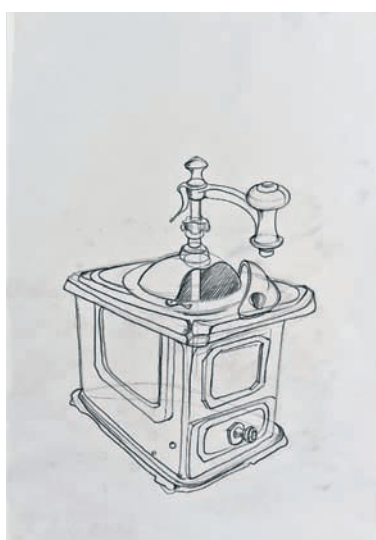
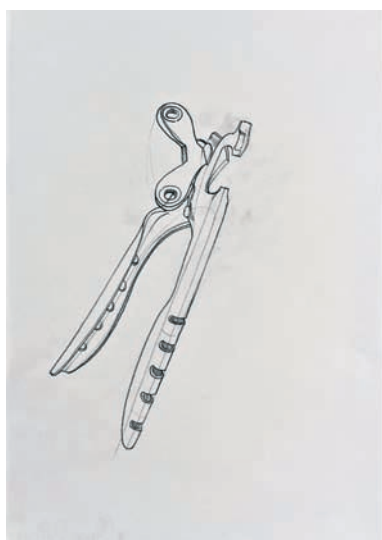
PROVENANCE Galería Pepe Cobo, Madrid

EXHIBITED Gante, Museum van Hedendaagse, *Triptico*, 1991–92; Bologna, Galleria D'Arte Moderna, *Julião Sarmiento*, 1998; London Hayward Gallery, *Unbound: Possibilities in Paintings*, 1994

LITERATURE L. Schofield, *Unbound: Possibilities in Painting*, London: Hayward Gallery, 1994, pp.92–93 (illustrated); G. Celant and A. Mele, *Julião Sarmiento*, Dorchester, 1997, pp.220–21 (illustrated)







156 **ALVISE BITTENTE** b.1973
The Classic Shroud of One Who Knows Which Way the Cookie Crumbles.
Shroud and calvary of one who carries the cross of himself and does not
bear the plumage of holy idiocy, 2005
 Seven cloth aprons with ink drawings and seven graphite on paper
 drawings. Installation dimensions variable. Paper sheets, each: 40 x 30 cm
 (15 3/4 x 11 3/4 in).

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

PROVENANCE Perugi Artecontemporanea, Padua



157 **JESSICA STOCKHOLDER** b. 1959

Untitled, 2001

Washing machine, lifting device, shopping trolley, 2 lamps, acrylic and lacquer paint, 3 wooden bowls, 12 blocks glued with epoxy, 2 pieces of rope, 4 cardboard boxes, polystyrene mannequin, set of yellow papers, ottoman and carpet. Overall installation dimensions: 198 × 330 × 269 cm (78 × 130 × 106 in). This work is unique.

Estimate £6,500–7,500 \$10,000–11,600 €7,700–8,900

PROVENANCE Galerie Nächst St. Stephan Rosemarie Schwarzwälder, Vienna

EXHIBITED Paris, Galerie Nathalie Obadia, *Jessica Stockholder*, 2001; Vienna, Galerie Nächst St. Stephan, Rosemarie Schwarzwälder, *Jessica Stockholder*, 2001; Bremen, Gerhard-Marcks-Haus, *Pop! Die Pop Art und die zeitgenössische Bildhauerkunst*, 2002; Vienna, Galerie Nächst St. Stephan, Rosemarie Schwarzwälder, *Polly Apfelbaum, Katharina Grosse, Karin Sander, Jessica Stockholder*, 2005

LITERATURE *Pop! Die Pop Art und die zeitgenössische Bildhauerkunst*, exh. cat., Bremen: Gerhard-Marcks-Haus, 2002 (illustrated)



158 **IAN KIAER** b. 1971

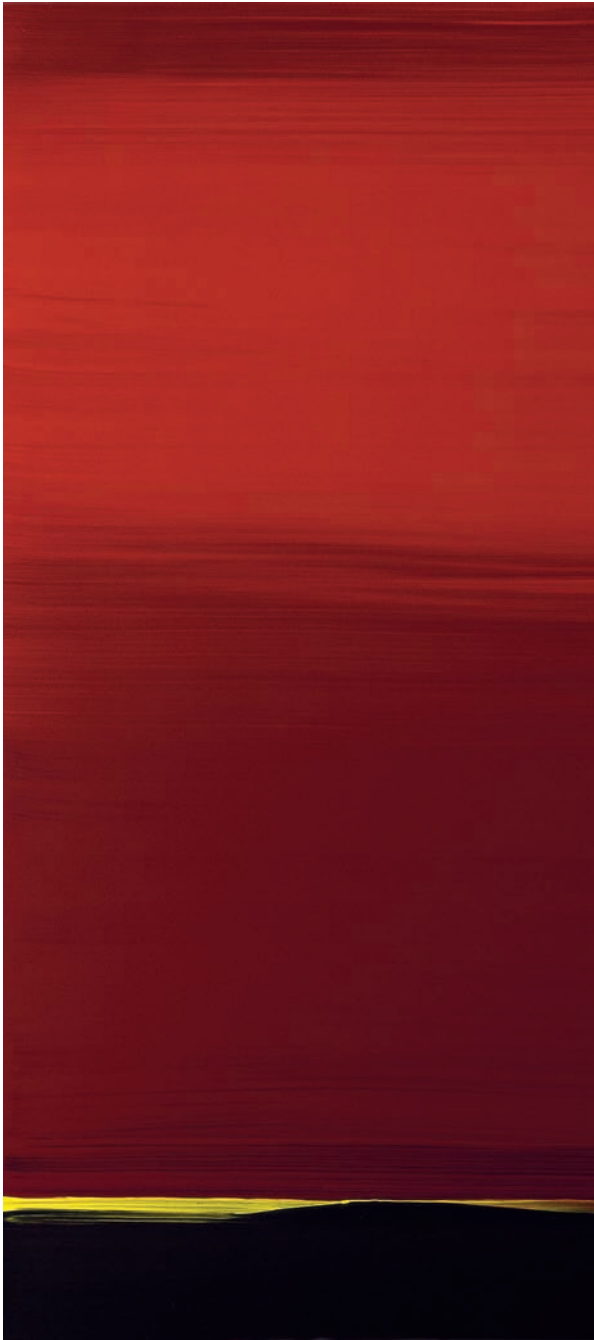
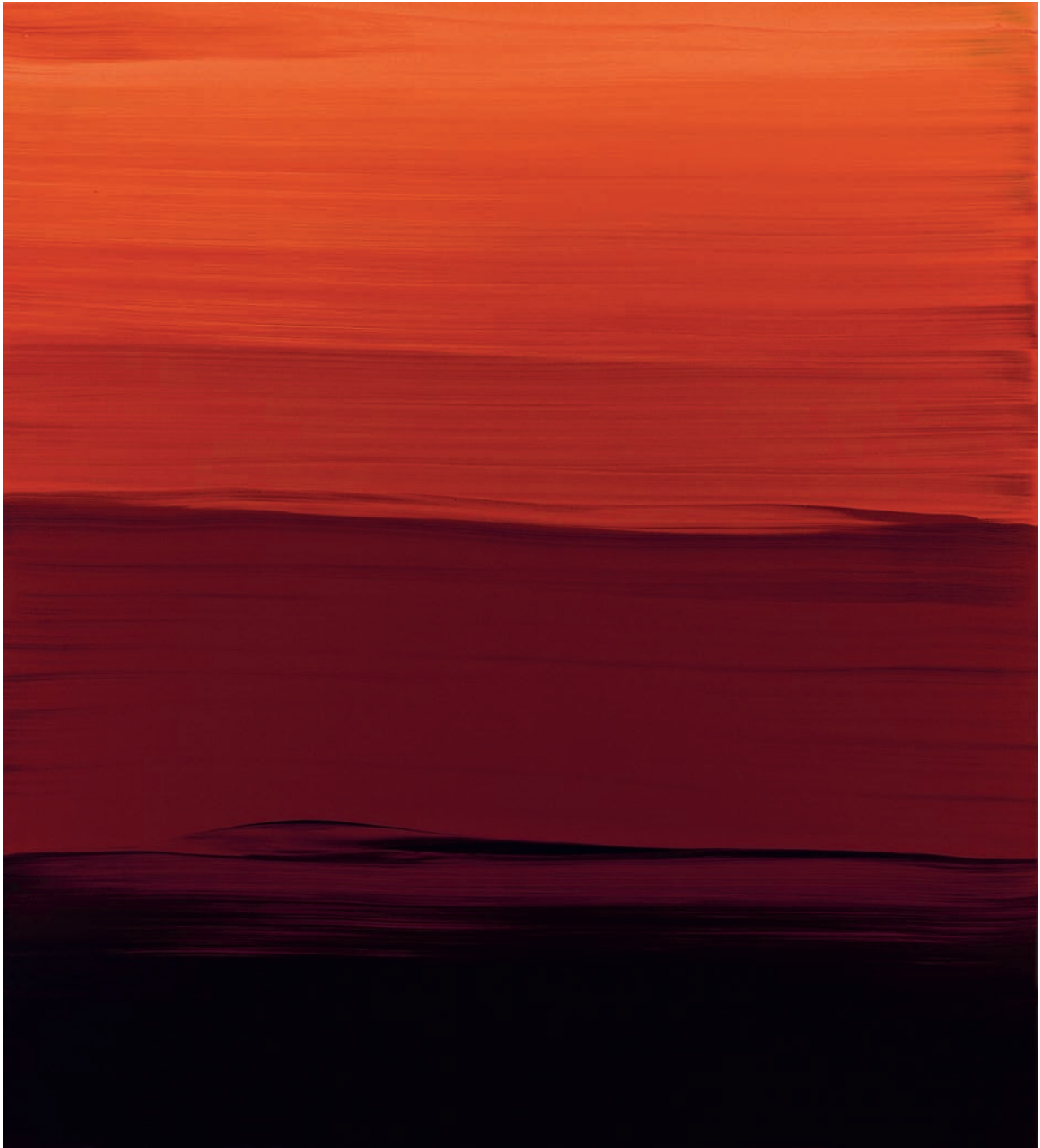
Grey Cloth Project: Scheerbart/Bed, 2005

Mixed-media installation: polystyrene bag, 3 paintings, 4 works on paper, pillow, cloth, Perspex. Dimensions variable.

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

PROVENANCE Alison Jacques, London; Tanya Bonakdar Gallery, New York

EXHIBITED New York, Tanya Bonakdar Gallery, *Ian Kiaer, The Grey Cloth*, 31 March–30 April 2005



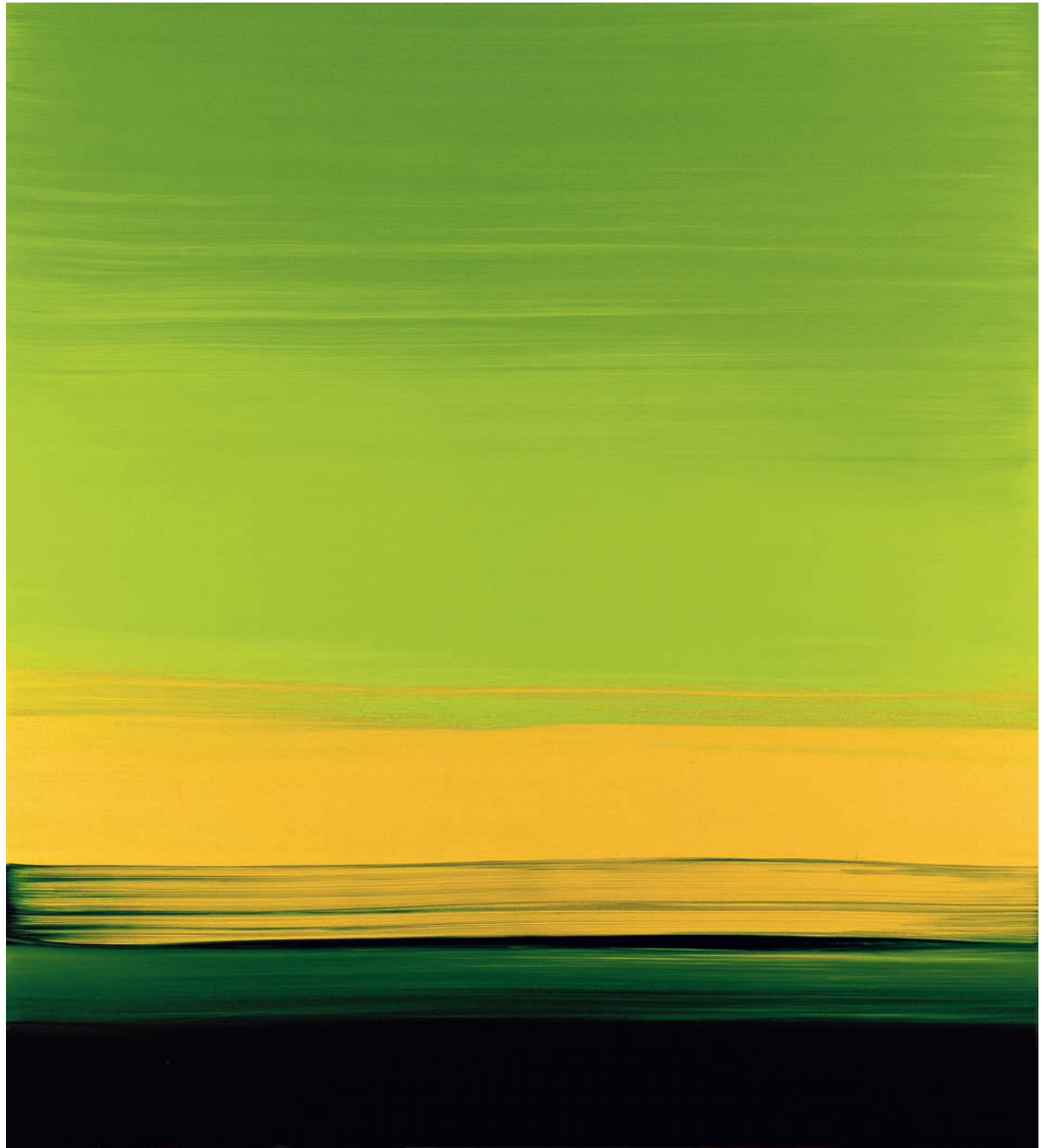
159 **NICO MUNUERA** b. 1974

Badaboom 6.7; 7.1; 7.2, 2005

Triptych: acrylic on canvas laid on wooden panel. Each: 200 × 180 cm (78 3/4 × 70 7/8 in). Each signed, titled and dated 'Nico Munuera 2005 Badaboom 6.7 (7.1 and 7.2 respectively)' on the reverse and overlap.

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

PROVENANCE Galería T20, Murcia





160 **VERNE DAWSON** b.1961
Sun, 2005
 Oil on canvas. 157.6 × 175.6 cm (62 × 69 1/8 in). Signed and dated 'Verne Dawson 2005' on the reverse.
Estimate £2,000–3,000 \$3,100–4,600 €2,400–3,600
PROVENANCE Gavin Brown's Enterprise, New York

161 **THADDEUS STRODE** b.1964
The Process of Revolution, 2005
 Mixed media on linen. 248 × 190 cm (97 1/2 × 74 3/4 in). Signed, titled and dated 'Thaddeus Strode 2005 Some mirrors are open some mirrors are closed, the process of revolution part 1: overcoming shyness' on the reverse.
Estimate £3,000–5,000 \$4,600–7,700 €3,600–6,000
PROVENANCE Galerie Michael Janssen, Cologne



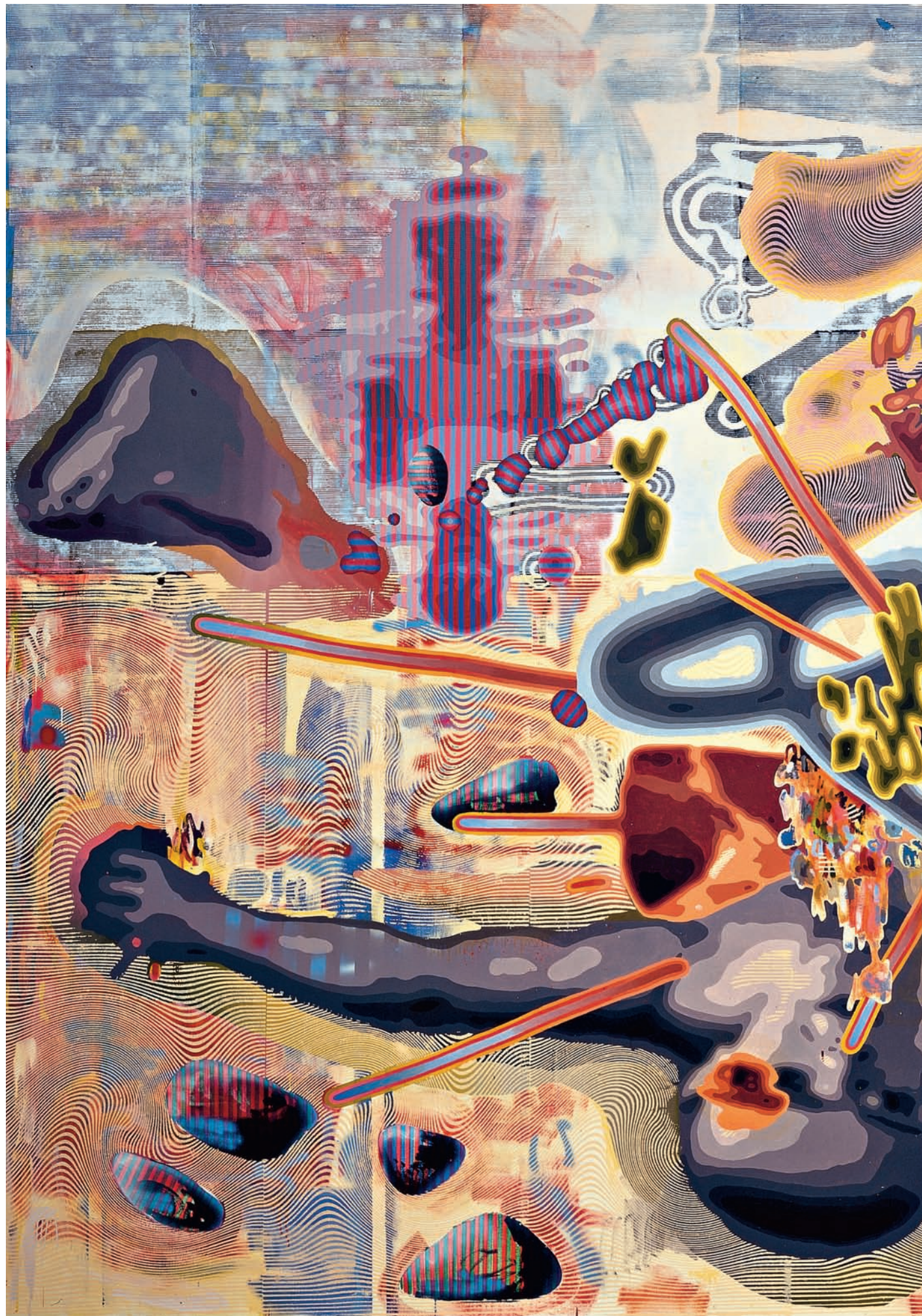
162 **ERIK PARKER** b.1968

Play it cool, boy, 2005

Oil on linen. 137.2 x 121.9 cm (54 x 48 in). Signed, titled and dated 'Erik Parker
Play it cool, boy 2005' on the overlap.

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

PROVENANCE Arndt & Partner, Zurich



163 **MARKUS OEHLLEN** b.1956
Jackson, 2005
 Enamel on canvas. 280 × 450 cm
 (110 1/4 × 177 1/8 in). Signed 'M. Oehlen'
 on the reverse.

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

PROVENANCE Galerie Bärbel Grässlin, Frankfurt







164 **FERNANDO BRYCE** b.1965

Visión de la pintura occidental (View of Western Painting), 2002

96 ink on paper drawings and 39 C-prints. Each drawing: 40 × 29 cm (15 3/4 × 11 3/8 in);
C-prints, various sizes: largest 93 × 77.5 cm (36 5/8 × 30 1/2 in), smallest 57 × 53 cm
(22 1/2 × 20 7/8 in). Each drawing initialled and dated 'FB/02' lower right.

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

PROVENANCE Galerie Barbara Thumm, Berlin

EXHIBITED Barcelona, Fondació Antoni Tàpies, *Fernando Bryce*, 21 April–7 October 2005;
Eindhoven, Van Abbemuseum, *EindhovenIstanbul. 40 International artists selected from the 18 years
of the Istanbul Biennial in dialogue with the collection of Van Abbemuseum*, 1 October 2005–29
January 2006



165 **JOSÉ LERMA** b. 1971
Cool Hunt, 2005
 Oil and charcoal on canvas. 210.8 × 284.5 cm (83 × 112 in). Signed, titled and dated 'José Lerma 05 "Cool Hunt"' on the reverse.

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

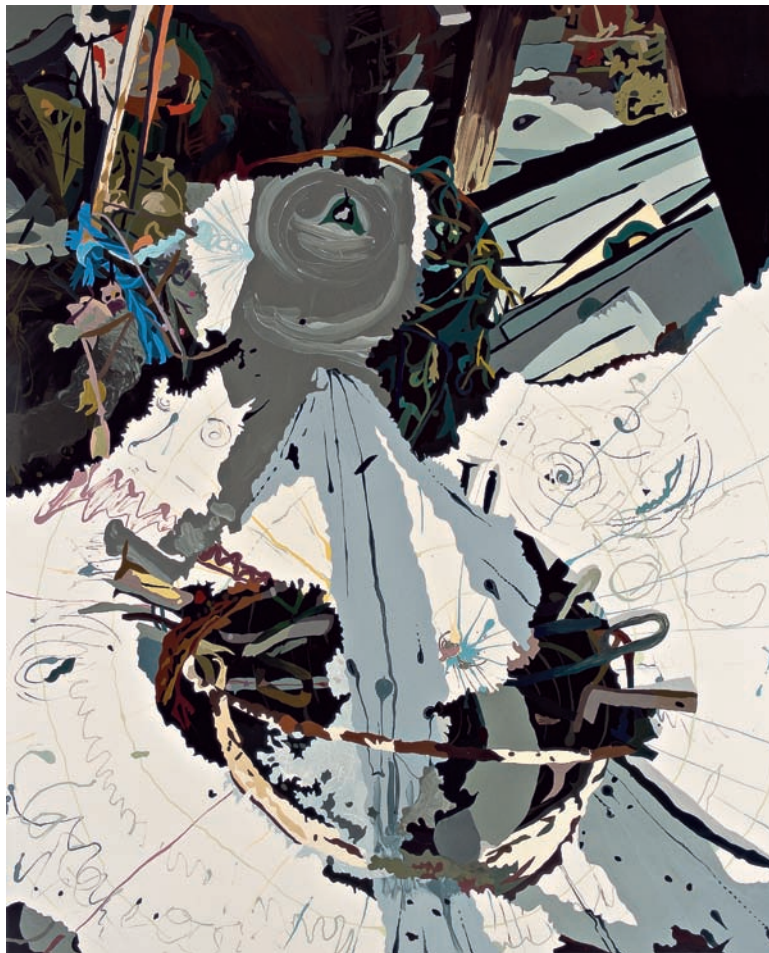
PROVENANCE Gallery Andrea Rosen, New York



166 **JOHAN NOBELL** b. 1963
Reunion, 2005
 Oil on linen. 92 × 122 cm (36 1/4 × 48 in). Signed 'Johan Nobell' on the reverse; signed, titled and dated 'Johan Nobell 2005 "Reunion"' on the stretcher bar.

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

PROVENANCE Andréhn-Schiptjenko, Stockholm



167 **CLARE WOODS** b.1972
Dorcas Good, 2005
 Enamel on aluminium. 218 × 175 cm (85 4/5 × 69 in). Signed, titled and dated
 'C Woods 2005 Dorcas Good' on the reverse.

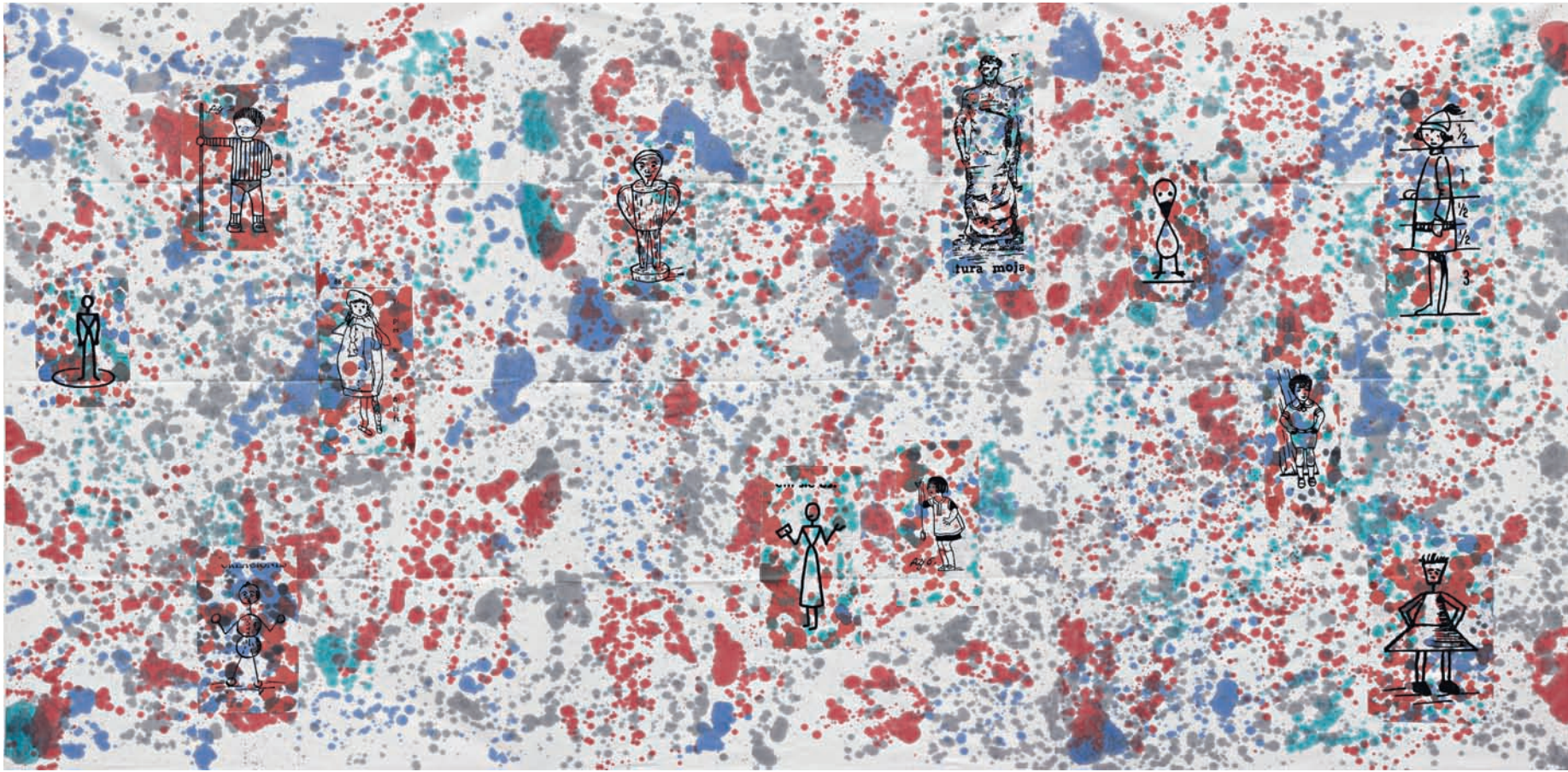
Estimate £3,000–5,000 \$4,600–7,700 €3,600–6,000 ♣

PROVENANCE Modern Art Inc., London

168 **HELMUT DORNER** b.1952
Dis, 2004
 Lacquer on Plexiglas panel. 165 × 320 × 7 cm (65 × 126 × 2 7/8 in). Artist's initials, date and title
 'HD 2004 Dis' incised on the reverse.

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

PROVENANCE Galerie Bärbel Grässlin, Frankfurt
EXHIBITED Strasburg, Musée d'art moderne et contemporain de Strasbourg, *Le Tableau Contemporain*, 2004; Saarbrücken, Stiftung Saarländischer Kulturbesitz, Saarland Museum, 2004–05
LITERATURE *Le Tableau Contemporain*, exh. cat., Strasburg, 2004, p.16 (illustrated)



169 **EUGENIO DITTBORN** b. 1943

One, Airmail Painting no. 157, 2003–04

Paint, photolithograph, stitching and ring clips on canvas in 7 parts.

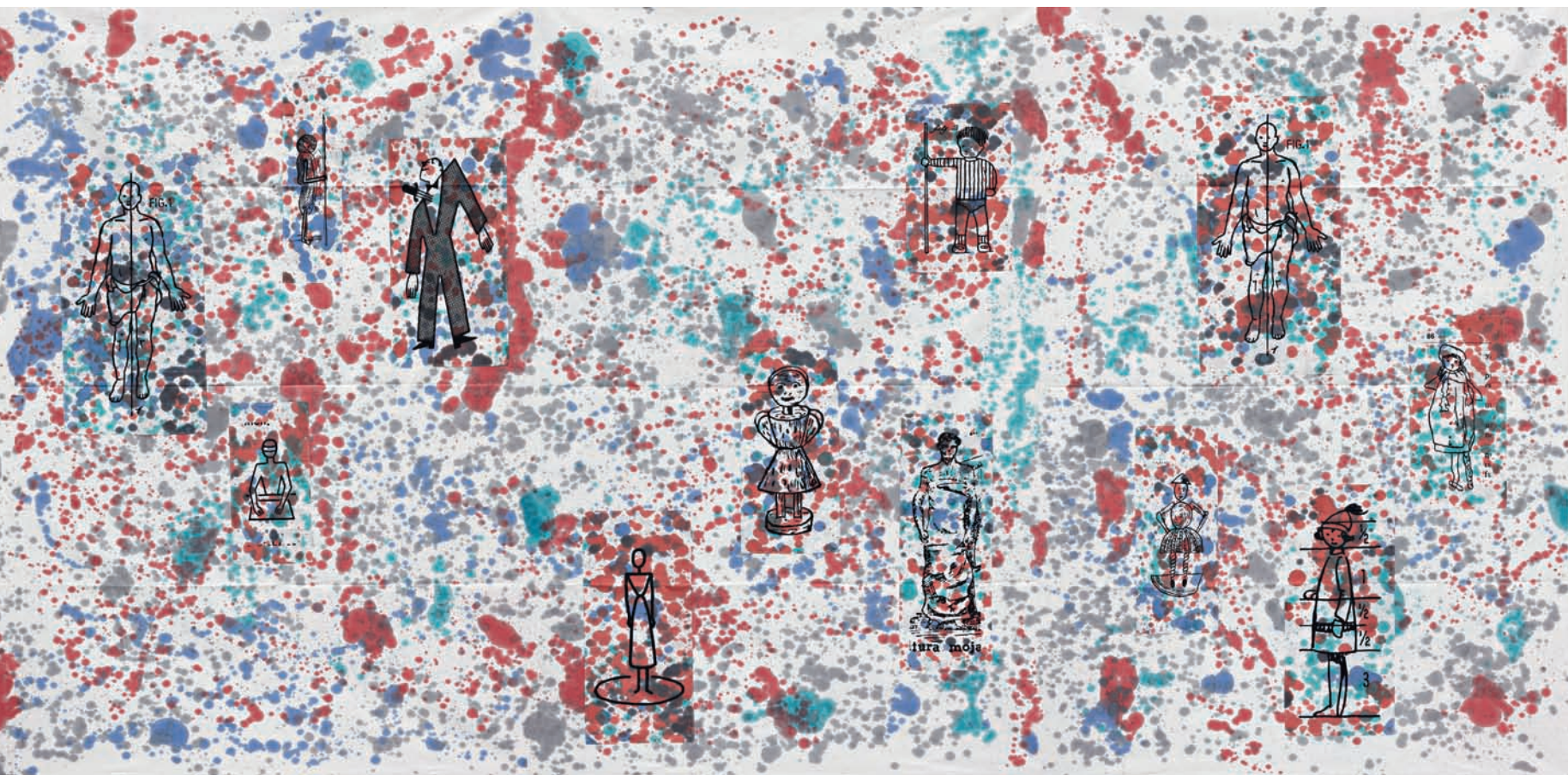
Overall: 210 × 980 cm (82 3/4 × 386 in).

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

PROVENANCE Alexander and Bonin Gallery, New York

EXHIBITED New York, Alexander and Bonin Gallery, *Eugenio Dittborn: TINCTURA recent airmail paintings*, 22 May–25 June 2004; Santiago, Fundación Casco, *Fugitiva*, 13 October–25 November 2005

LITERATURE *Fugitiva*, exh. cat., Santiago, 2005, pp. 174–77 (illustrated)



Details



170 **ELENA DEL RIVERO** b.1952

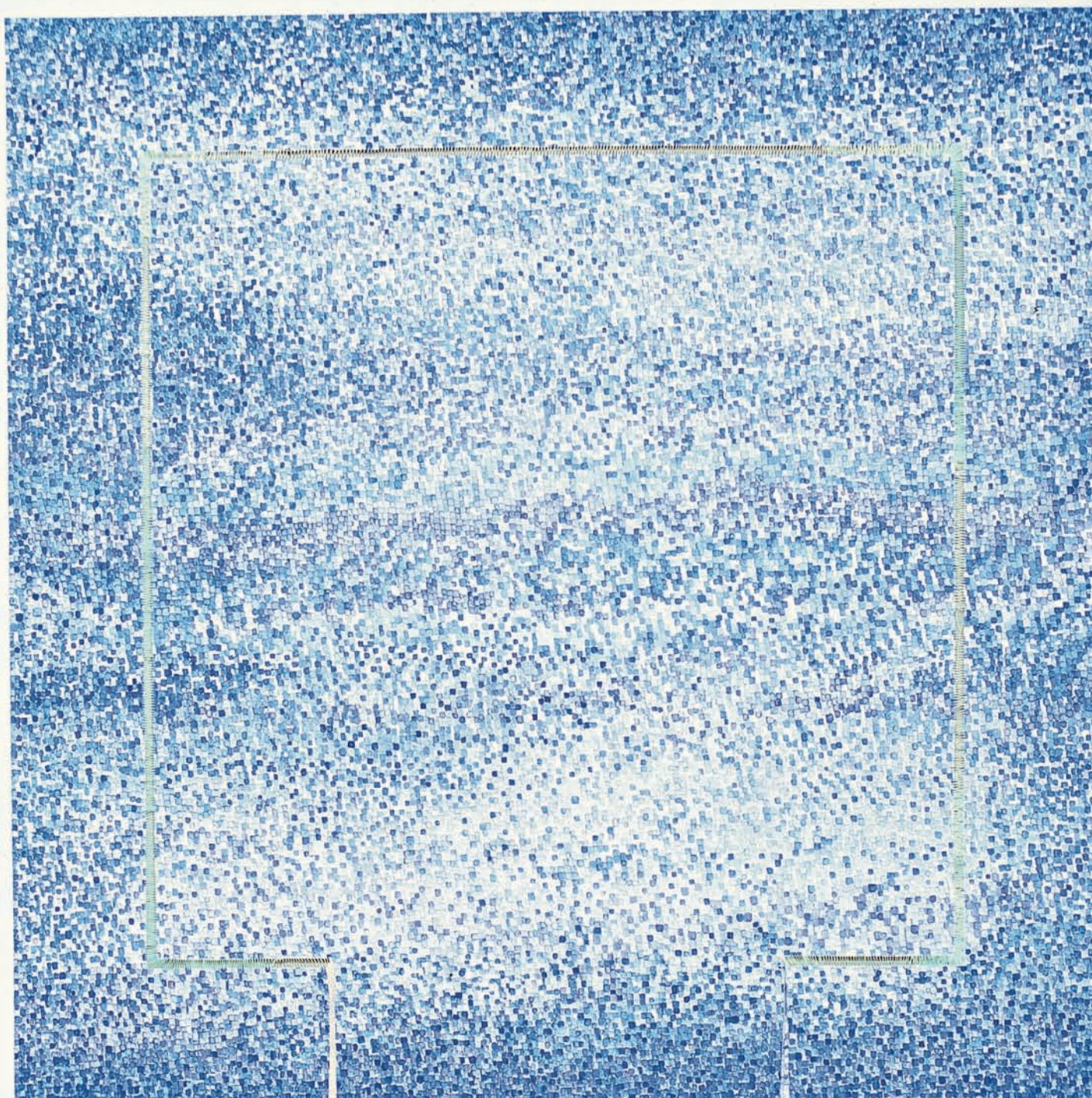
Broken Cloud, 2003

Oil and thread on canvas and tapestry. 178 × 178 cm (70 1/8 × 70 1/8 in); tapestry: 45 × 75 cm (17 3/4 × 29 1/2 in).

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

PROVENANCE Galería Elvira Gonzalez, Madrid

EXHIBITED Madrid, Galería Elvira González, *Elena del Rivero. Nuberrota*, January–February 2004



171 **ELENA DEL RIVERO** b. 1952

Artemis, the Cloud, 2003

Oil and thread on canvas. 178 × 178 cm (70 1/8 × 70 1/8 in).

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

PROVENANCE Galería Elvira Gonzalez, Madrid

EXHIBITED Madrid, Galería Elvira González, *Elena del Rivero. Nuberota*, January–February 2004

172 **SUE WILLIAMS** b. 1954
Violated Abstract, 2003
Oil and acrylic on linen. 182.9 × 213.4 cm (72 × 84 in).

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

PROVENANCE Regen Projects, Los Angeles; 303 Gallery, New York;
EXHIBITED Los Angeles, Regen Projects, *Sue Williams*, 2003







173 **PIA FRIES** b. 1955

Oxana, 2004

Diptych: oil and screenprint on board. Left panel: 220 × 70 cm (86 1/2 × 27 1/2 in); right panel: 220 × 170 cm (86 1/2 × 67 in). Signed, titled and dated "Pia Fries 2004 Oxana" on the reverse of each panel.

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

PROVENANCE Galerie Nelson, Paris



174 **FABIAN MARCACCIO** b. 1963

Emotional Abstract Coalition (remix), 1997–98

Watercolour, oil, silicone on linen with copper tubes and nylon string.
218 × 244 × 25 cm (85 7/8 × 96 × 9 7/8 in).

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

PROVENANCE Galerie Thomas Schulte, Berlin



175 ART & LANGUAGE

Portrait of V.I. Lenin by V. Charangovitch (1970) in the style of Jackson Pollock III, 1980
 Enamel paint on canvas mounted on wooden panel. 105 x 100 cm (41 1/4 x 39 1/2 in).
 Signed, titled, dated 'Michael Baldwin Mel Ramsden 1980 Portrait of V.I. Lenin
 by V. Charangovitch (1970) in the style of Jackson Pollock III' and stamped 'Art &
 Language' on the reverse.

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

PROVENANCE Galería Juana de Aizpuru, Madrid

EXHIBITED Leeds, University Gallery, *Portraits of V. I. Lenin in the Style of Jackson Pollock*,
 1980; Van Abbemuseum, Eindhoven, 1980; Birmingham, Ikon Gallery, *The British Art Show*,
 1985; London, Waddington Gallery/Karsten Schubert Gallery, *From Here*, 1995



176 **ART & LANGUAGE**

Portrait of V.I. Lenin in the style of Jackson Pollock VII, 1980

Enamel paint on canvas mounted to board. 105 × 100 cm (41 3/8 × 39 3/8 in). Signed, titled, dated 'Michael Baldwin Mel Ramsden 1980 Portrait of V.I. Lenin in the style of Jackson Pollock VII' and stamped 'Art & Language' on the reverse.

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

PROVENANCE Galería Juana de Aizpuru, Madrid

EXHIBITED Leeds, University Gallery, *Portraits of V. I. Lenin in the Style of Jackson Pollock*, 1980; Van Abbemuseum, Eindhoven, 1980; Birmingham, Ikon Gallery, *The British Art Show*, 1985; London, Waddington Gallery/Karsten Schubert Gallery, *From Here*, 1995



177 **KATHARINA GROSSE** b. 1961

Untitled, 2003

Acrylic on canvas. 347 × 297 cm (136 1/2 × 117 in). Signed and dated 'Katharina Grosse 2003' on the reverse.

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

PROVENANCE Christopher Grimes Gallery, Santa Monica

EXHIBITED Santa Monica, Christopher Grimes Gallery, *Katharina Grosse*, 2003



178 **BERNARD FRIZE** b. 1949

Structure, 2004

Acrylic and resin on canvas. 160 × 125.5 cm (63 × 49 1/4 in). Signed, titled and dated 'Bernard Frize 2004, Structure' on the overlap.

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

PROVENANCE Galerie Nächst St. Stephan Rosemarie Schwarzwälder, Vienna



179 **STEFAN HIRSIG** b. 1966

Echo, 2002

Acrylic on canvas. 240 × 270 cm (94 1/2 × 106 1/4 in). Signed, dated and titled 'S. Hirsig '02 echo' on the reverse.

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

PROVENANCE Galería Heinrich Ehrhardt, Madrid

EXHIBITED Madrid, Galería Heinrich Ehrhardt, *Stefan Hirsig: Echo*, April–May 2002



180 **TORBEN GIEHLER** b.1973

Wind-up Bird Chronicle, 2003

Acrylic on canvas. 244 × 305 cm (96 1/8 × 120 1/8 in). Signed and titled 'Torben Giehler, Wind-up Bird Chronicle' on the reverse.

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

PROVENANCE Paolo Curti/Annmaria Gambuzzi & Co., Milan; Arndt & Partner, Berlin



181 **MARILYN MINTER** b.1948

Honeyed, 2000

Enamel paint on aluminium. 122 x 91.5 cm (48 x 36 in). Signed, titled and dated
'"HONEYED" 2000 M. MINTER' on the reverse.

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

PROVENANCE Andréhn-Schiptjenko, Stockholm



182 **LISA RUYTER** b. 1968

Ladies of Leisure, 2004

Acrylic on linen. 280 × 200 cm (110 1/4 × 78 3/4 in). Signed, titled and dated
 "'LADIES OF LEISURE" Lisa Ruyter 2004' on the overlap.

Estimate £12,000–18,000 \$18,500–27,800 €14,278–21,400

PROVENANCE Arndt & Partner, Zurich

EXHIBITED Berlin, Arndt & Partner, *Lisa Ruyter, A Lady Mislaid*, 2005

LITERATURE *Lisa Ruyter: A Lady Mislaid*, exh. cat., Berlin, 2005, p. 47 (illustrated)



183 **ROSALIA BANET** b. 1972

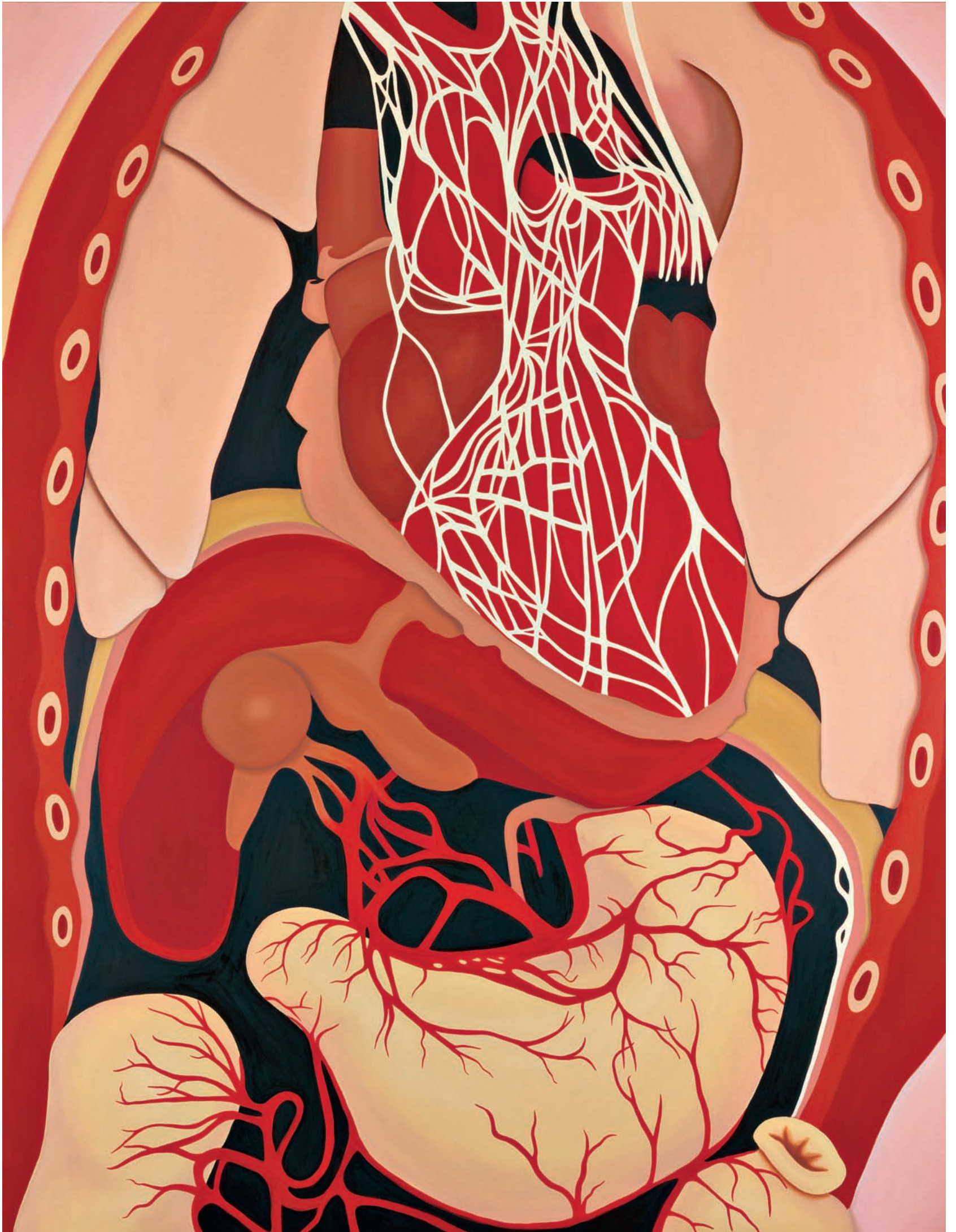
Untitled, 2004

Three works: oil on canvas. 259 x 209.5 cm (102 x 82 1/2 in). Signed and dated 'R. Banet 2004' on the stretcher bar.

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

PROVENANCE Galería Espacio Mínimo, Madrid

EXHIBITED Madrid, Galería Espacio Mínimo, *Rosalía Banet, Cómeme, cómeme*, 16 September–23 October 2004; Zaragoza, Sala Juana Francés, *Rosalía Banet, Wartime Meals*, 3 February–2 March 2004





184 **MONIQUE VAN GENDEREN** b.1965

Untitled, 2005

Enamel, oil and vinyl on wood. 244 × 183 cm (96 × 72 in). Signed and dated 'Monique Van Genderen 2005' on the reverse.

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

PROVENANCE The Happy Lion, Los Angeles

EXHIBITED Dijon, Le Consortium, Centre d'art contemporain, *Kirsten Everberg and Monique van Genderen*, 9 April–7 June 2005



185 **JOSÉ RAMÓN AMONARÁIN** b. 1964

Rocodromo, 2005

Acrylic, climbing holds, aluminium bars. 283 × 183 × 100 cm (111 3/8 × 72 × 39 3/8 in). Signed and dated 'JR Amondarain 2005' on the reverse of the upper panel.

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

PROVENANCE Galería Tomás March, Madrid



186 **RUSSELL CROTTY** b. 1956

Two works: (i) *The Crescent Nebula in Cygnus*; (ii) *Fake Ranch*, 2005

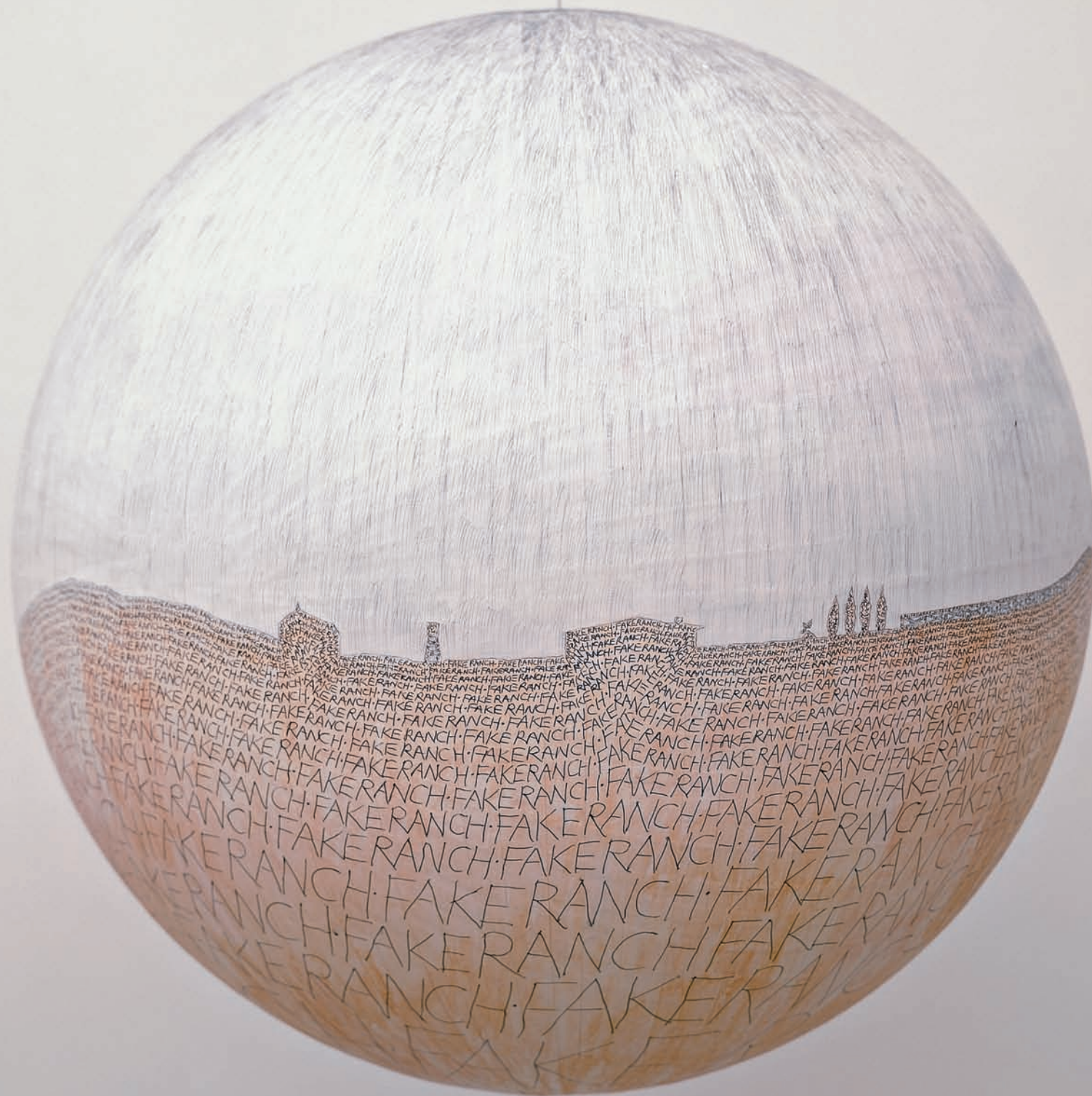
(i) Ink on paper laid on fibreglass sphere; (ii) ink and watercolour on paper laid on fibreglass sphere. Each: diameter 61 cm (24 in).

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

PROVENANCE CRG Gallery, New York

EXHIBITED Pittsburgh, The Mattress Factory, *Russell Crotty*, 2 April–2 October 2005 (ii)

LITERATURE D. Frankel, *Russell Crotty*, Seattle, 2006, p. 40–41 ([iii] illustrated)





(i)

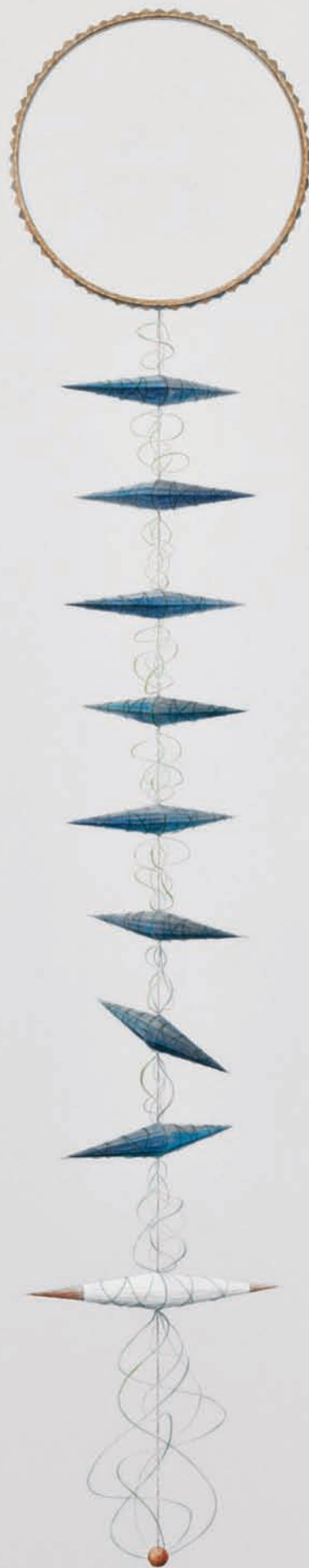


(ii)

187 **RUSSELL CROTTY** b. 1956
 Two works: (i) *Nightfall Autumn Mayacamas*; (ii) *Planetary Grouping with Yucca*, 2005
 Ink and watercolour on paper laid on fibreglass spheres.
 (i) Diameter: 32 cm (12 5/8 in); (ii) diameter: 23 cm (9 in).

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

PROVENANCE CRG Gallery, New York



188 **DAVID THORPE** b.1972

Stairway to Glory Plant, 2005

Watercolour on paper. Sheet size: 101 × 57.5 cm (39 3/8 × 22 5/8 in).

Signed, titled and dated 'Stairway to Glory Plant 2005 David Thorpe' in pencil on the reverse of the sheet.

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

PROVENANCE Maureen Paley, London



- 189 **LUCA PANCRAZZI** b. 1961
Fuori Registro, 2004
 Oil on linen. 200 × 350 cm (78 3/4 × 137 3/4 in). Signed, titled and dated 'Luca Pancrazzi Fuori Registro 2004' on the reverse.

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

PROVENANCE Galería Marta Cervera, Madrid

- 190 **MARCEL DZAMA** b. 1974
Avenue O in Daylight, 2004
 Acrylic and collage on canvas. 40 × 50 cm (15 3/4 × 19 3/4 in). Signed 'Marcel Dzama' lower right. Initialed, dated and titled 'MD 04 Avenue O in Daylight' on the reverse.

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

PROVENANCE Arndt & Partner, Zurich

EXHIBITED Zurich, Arndt & Partner, *Security Check: Painting after Romanticism*, 2005



191 **TIM GARDNER** b. 1973

Untitled (Nick: Blue Jersey), 2005

Pastel on gessoed paper mounted on canvas. 76.2 × 58.4 cm (30 × 23 in).

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

PROVENANCE 303 Gallery, New York

EXHIBITED Indianapolis, IMOCA, The Indianapolis Museum of Contemporary Art,

Tim Gardner, 9 September–22 October 2005



192 **ALEKSANDRA MIR** b. 1967

We Remember Pearl Harbour USA from *The Church of Sharpie Project*, 2005
Eight parts: Sharpie pen on paper. Each sheet: 152.5 × 122 cm (60 × 48 in); overall: 305 × 488 (120 × 192 in). Signed, titled and dated 'Aleksandra Mir, We Remember Pearl Harbour USA, 2005' on the front of one sheet.

Estimate £6,500–7,500 \$10,000–11,600 €7,700–8,900 ▲

PROVENANCE Galería Joan Prats, Barcelona



193 **PAUL MORRISON** b. 1966

Reflexion, 2001–02
Acrylic on canvas. 203 × 305 cm (79 7/8 × 120 1/8 in). Signed, titled and dated 'REFLEXION 2001–2002 Paul Morrison' on the reverse.

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

PROVENANCE Galerie Michael Janssen, Cologne

EXHIBITED Nürnberg, Kunsthalle Nürnberg, *Paul Morrison, Chloroplast*, 9 May–30 June 2002; Southampton, Southampton City Art Gallery, 2002



194 **GLEN RUBSAMEN** b. 1959

If we can't have spots where no man has ever been, at least we can have spots where no man is at the moment, 2005

Acrylic on linen. 180 × 250 cm (71 × 98 3/8 in). Signed, titled and dated 'Glen Rubsamen 2005 If we can't have spots where no man has ever been, at least we can have spots where no man is at the moment' on the reverse.

Estimate £6,500–7,500 \$10,000–11,600 €7,700–8,900 ♣

PROVENANCE Galería Pepe Cobo, Madrid

EXHIBITED Madrid, Galería Pepe Cobo, *Glen Rubsamen*, 5 May–25 June 2005

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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 de Pury & Company. Our staff will be happy to assist you.

CONDITIONS OF SALE

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

BUYER'S PREMIUM

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

VAT

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

1 PRIOR TO AUCTION

Catalogue Subscriptions

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

Pre-Sale Estimates

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

Pre-Sale Estimates in US Dollars and Euros

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

Catalogue Entries

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

Condition of Lots

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

Pre-Auction Viewing

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

Electrical and Mechanical Lots

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

Symbol Key

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

O Guaranteed Property

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

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

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

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

● No Reserve

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

♣ Property Subject to the Artist's Resale Right

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

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

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

†, §, ‡, or Ω Property Subject to VAT

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

IMPORTANT NOTICES

Items sold under temporary admission

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

Identification of business or trade buyers

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

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

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

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

2 BIDDING IN THE SALE

Bidding at Auction

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

Bidding in Person

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

Bidding by Telephone

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

Absentee Bids

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

Employee Bidding

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

Bidding Increments

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

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

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

3 THE AUCTION

Conditions of Sale

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

Interested Parties Announcement

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

Consecutive and Responsive Bidding

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

4 AFTER THE AUCTION

Payment

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

Credit Cards

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

Collection

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

Loss or Damage

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

Transport and Shipping

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

Export and Import Licences

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

Endangered Species

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

VAT AND OTHER TAX INFORMATION FOR BUYERS

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

1 PROPERTY WITH NO VAT SYMBOL

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

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

2 PROPERTY WITH A † SYMBOL

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

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

3 PROPERTY WITH A § SYMBOL

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

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

4 PROPERTY SOLD WITH A ‡ OR Ω SYMBOL

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

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

5 EXPORTS FROM THE EUROPEAN UNION

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

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

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

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

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

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

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

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

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

6 VAT REFUNDS FROM HM REVENUE & CUSTOMS

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

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

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

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

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

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

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

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

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

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

7 SALES AND USE TAXES

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

CONDITIONS OF SALE

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

1 INTRODUCTION

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

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

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

2 PHILLIPS de PURY & COMPANY AS AGENT

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

3 CATALOGUE DESCRIPTIONS AND CONDITION OF PROPERTY

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

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

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

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

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

4 BIDDING AT AUCTION

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

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

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

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

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

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

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

5 CONDUCT OF THE AUCTION

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

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

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

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

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

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

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

6 PURCHASE PRICE AND PAYMENT

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

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

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

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

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

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

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

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

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

7 COLLECTION OF PROPERTY

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

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

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

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

8 FAILURE TO COLLECT PURCHASES

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

(b) If a purchased lot is paid for but not collected within six months of the auction, the

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

9 REMEDIES FOR NON-PAYMENT

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

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

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

10 RESCISSION BY PHILLIPS de PURY & COMPANY

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

11 EXPORT, IMPORT AND ENDANGERED SPECIES LICENCES AND PERMITS

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

12 DATA PROTECTION

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

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

13 LIMITATION OF LIABILITY

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

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

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

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

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

14 COPYRIGHT

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

15 GENERAL

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

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

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

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

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

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

16 LAW AND JURISDICTION

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

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

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SALE INFORMATION

AUCTION

Friday 18 February 2011, 2pm

VIEWING

Saturday 5 February 2011, 10am–6pm
Sunday 6 February 2011, 12pm – 6pm
Monday 7 February 2011, 10am–6pm
Tuesday 8 February 2011, 10am–6pm
Wednesday 9 February 2011, 10am–6pm
Thursday 10 February 2011, 10am–12pm
Friday 11 February 2011, 10am–6pm
Saturday 12 February 2011, 10am–6pm
Sunday 13 February 2011, 12pm – 6pm
Monday 14 February 2011, 10am–6pm
Tuesday 15 February 2011, 10am–6pm
Wednesday 16 February 2011, 10am–6pm
Thursday 17 February 2011, 10am–6pm

VIEWING & AUCTION LOCATION

Howick Place, London SW1P 1BB

WAREHOUSE & COLLECTION LOCATION

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When sending in written bids or making enquiries,
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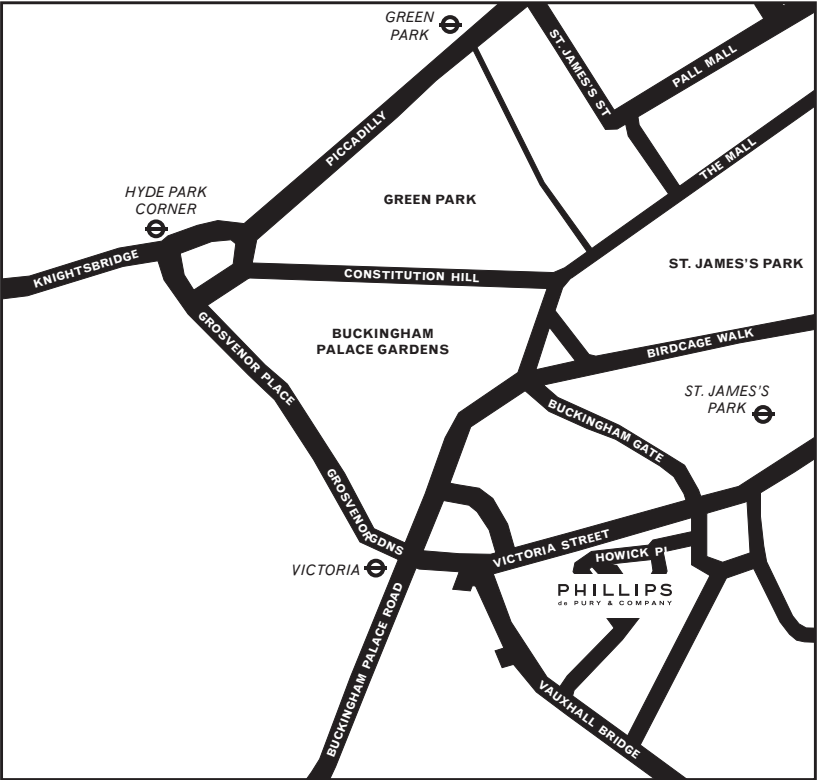
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Back cover Bernard Frize, *Structure*, 2004, Lot 178 (detail)
Inside back cover Torben Giehler, *Wind-up Bird Chronicle*, 2003, Lot 180 (detail)
Opposite Gavin Turk, *Camouflage Portrait Green*, 2005, Lot 119 (detail)

Printed in the United Kingdom, Phillips de Pury & Company







