



PHILLIPS
de PURY & COMPANY

CONTEMPORARY ART

13 & 14 OCTOBER 2010 LONDON

DAY SALE

CONTEMPORARY ART

14 OCTOBER 2010 2PM LONDON

LOTS 101–248

Viewing
Saturday 9 October, 10am–6pm
Sunday 10 October, 12pm–6pm
Monday 11–Wednesday 13 October, 10am–6pm
Thursday 14 October, 10am–12pm

101 **GARDAR EIDE EINARSSON** b. 1976

The White Album (Bone Black), 2006

Acrylic on canvas on two painted wooden blocks. Installation: 160 × 122 × 45.4 cm (63 × 48 × 17 7/8 in); canvas: 152.5 × 122 cm (60 × 48 in). Signed, titled and dated 'Einarsson 2006' on the reverse; signed, titled and dated 'THE WHITE ALBUM (BONE BLACK) EINARSSON 2006' on the stretcher bar.

Estimate £10,000–15,000 \$15,400–23,100 €12,000–17,900 ♣

PROVENANCE Marc Jancou Fine Art, New York

Chapter 21

The White Album

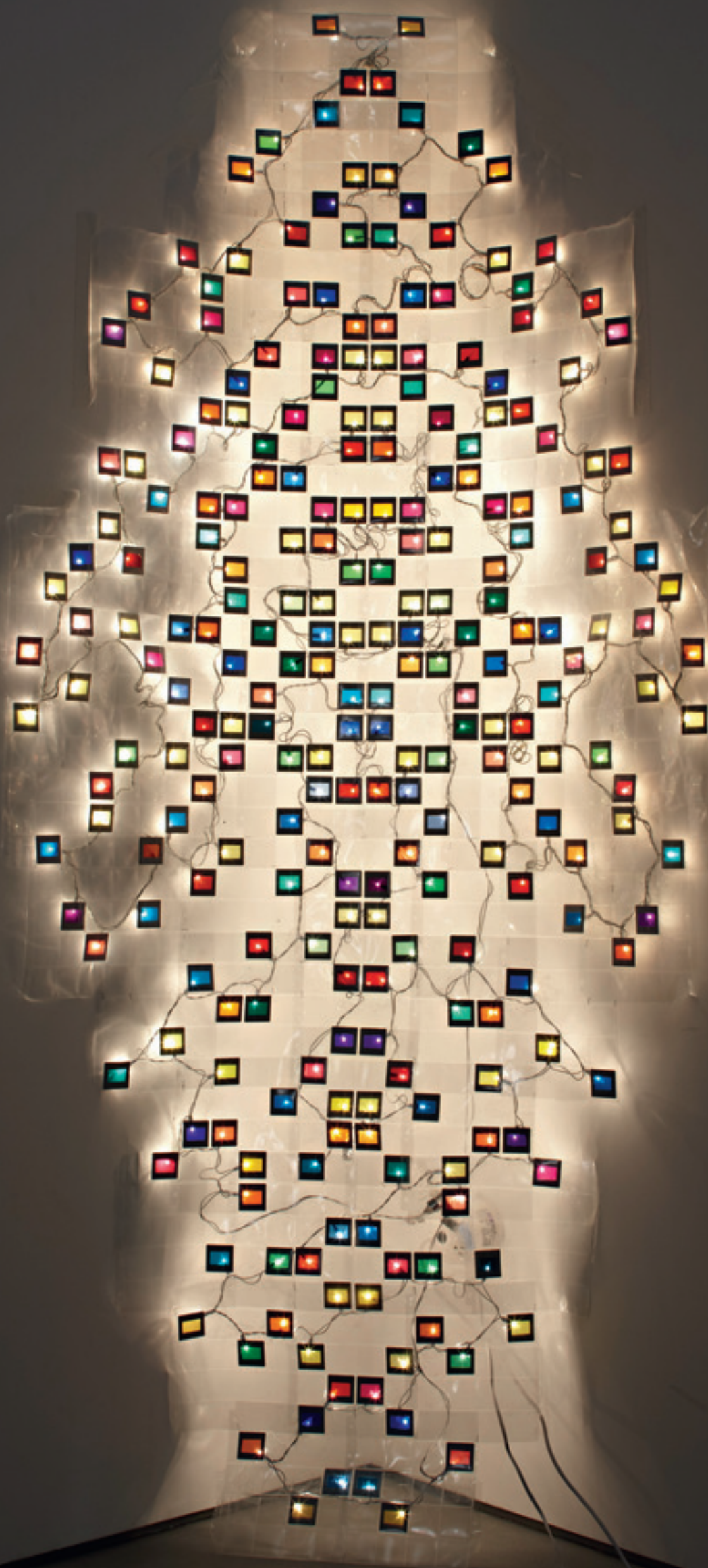
102 **PETER COFFIN** b. 1972

To Your Scattered Bodies Go, 2003

180 plastic slide mounts with coloured gel inserts, string of lights, dimmer switch, slide sheet and adhesive tape. 215.9 × 203.2 cm (85 × 80 in).

Estimate £15,000–20,000 \$23,100–30,800 €17,900–23,900 

PROVENANCE Andrew Kreps Gallery, New York; Private Collection, Paris



103 **JACOB HASHIMOTO** b.1973

SST, 2007

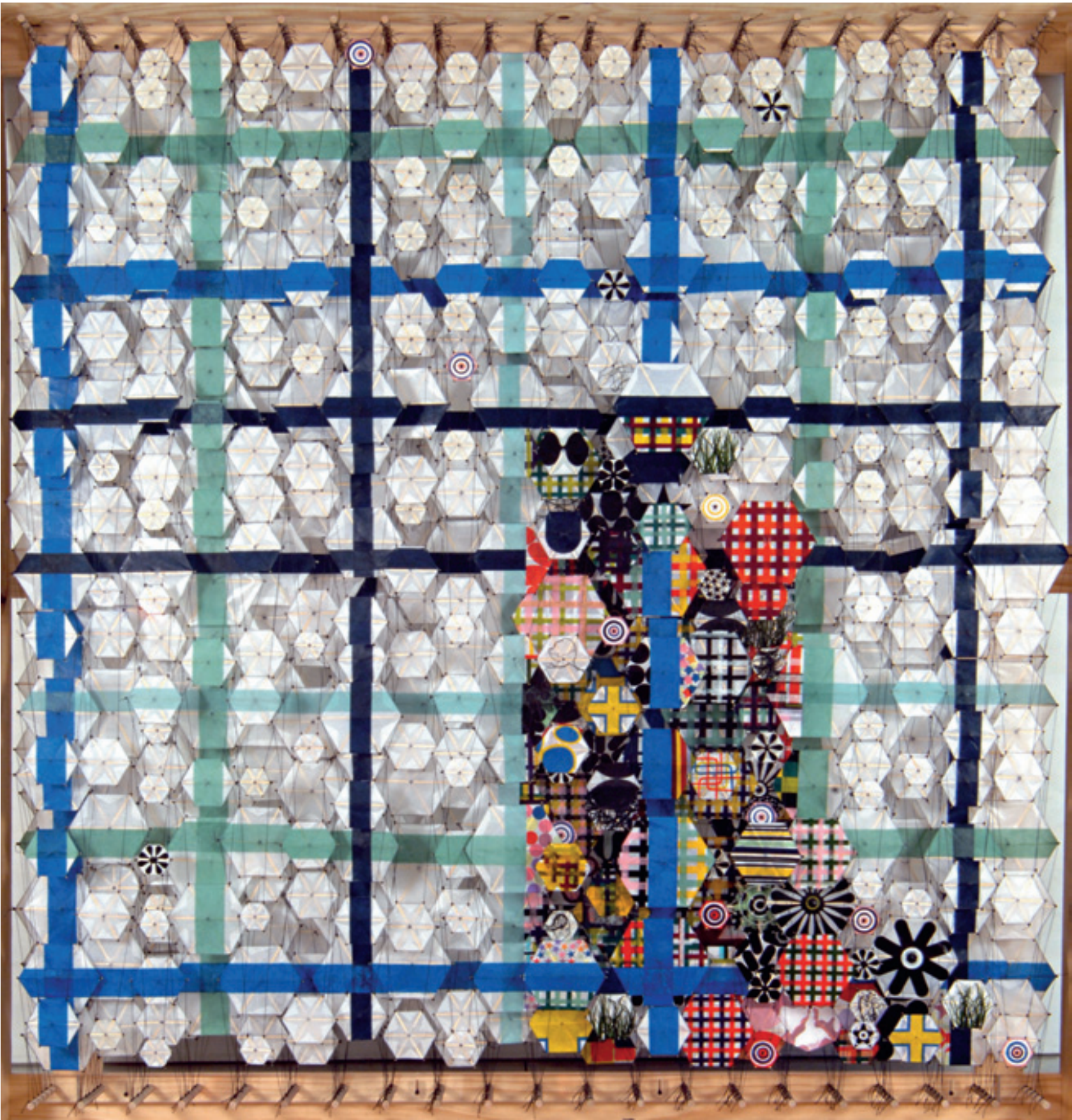
Acrylic on paper, nylon thread, wood. 193 × 183 × 20 cm (76 × 72 × 7 7/8 in).

Estimate £20,000–30,000 \$30,800–46,200 €23,900–35,800 †

PROVENANCE Mary Boone Gallery, New York

EXHIBITED London, Saatchi Gallery, *Abstract America: New Painting and Sculpture*, 29 May 2009–17 January 2010

LITERATURE *Abstract America: New Painting and Sculpture*, exh. cat., Saatchi Gallery, London, 2008, pp.270–71 (illustrated)





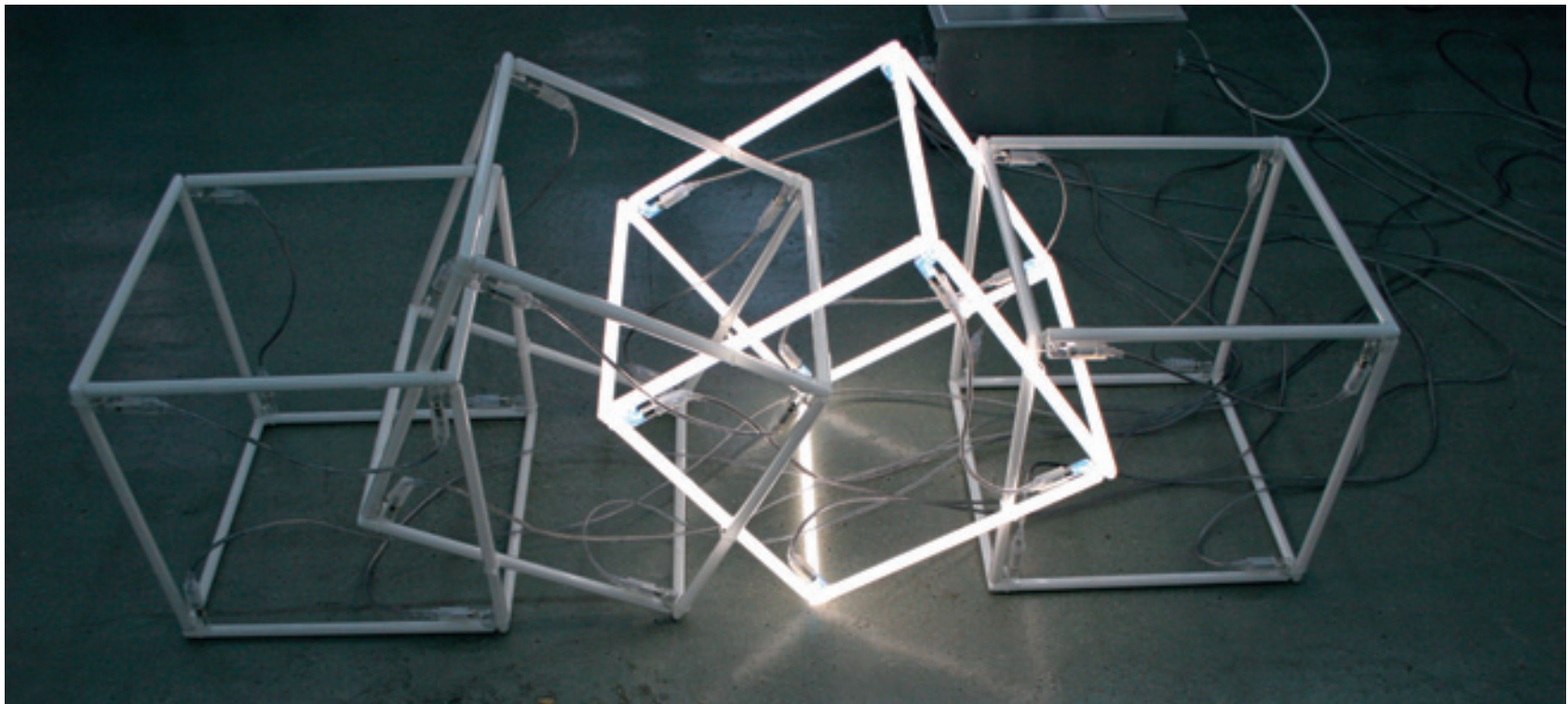
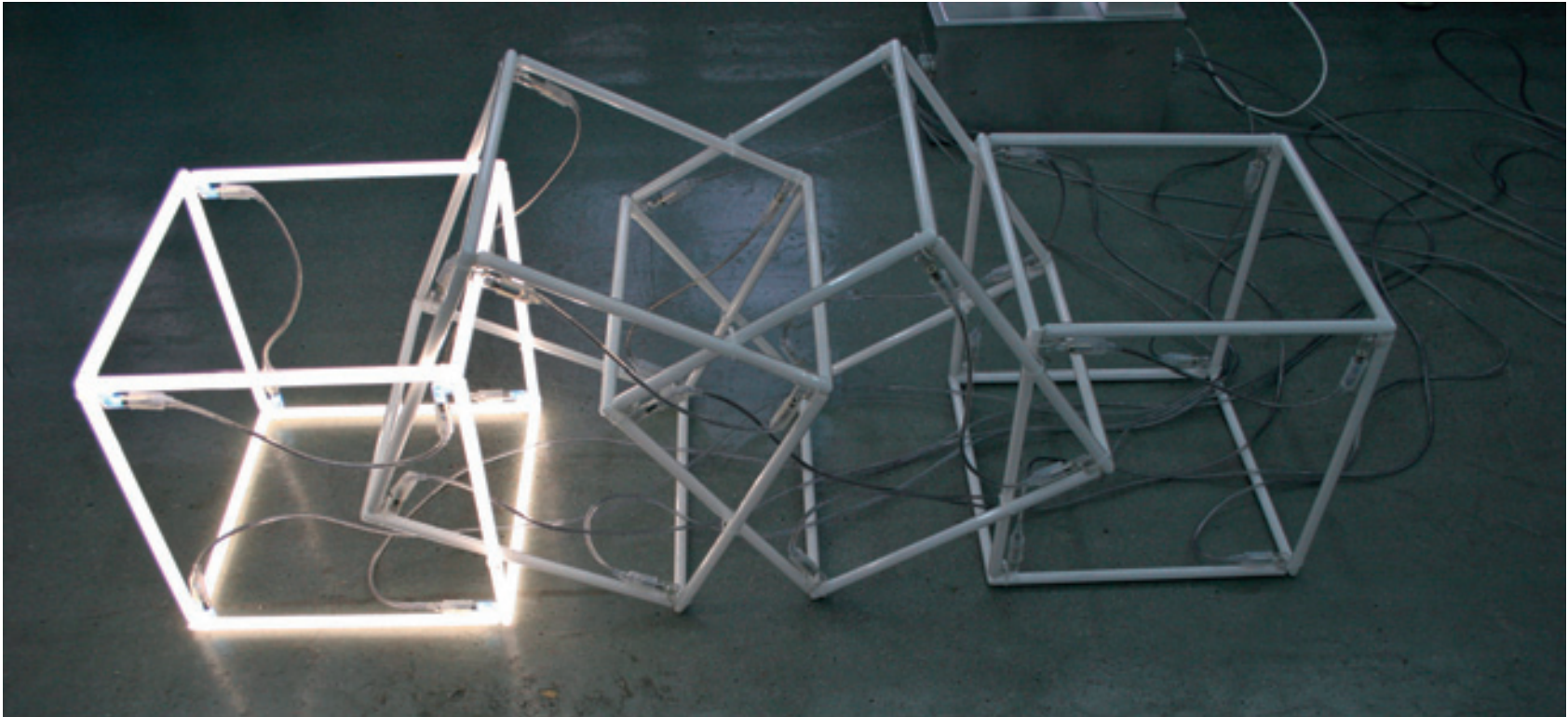
104 **KELLEY WALKER** b.1969
Untitled, 2001
Car windshield. Dimensions variable.

Estimate £30,000–40,000 \$46,200–61,600 €35,800–47,800 †

PROVENANCE Paula Cooper Gallery, New York

LITERATURE M. Dailey and N. Rosenthal, *USA Today: New American Art from The Saatchi Gallery*, exh. cat., Royal Academy of Arts, London, 2006, p.391 (illustrated)





Alternative view

105 **JEPPE HEIN** b. 1974

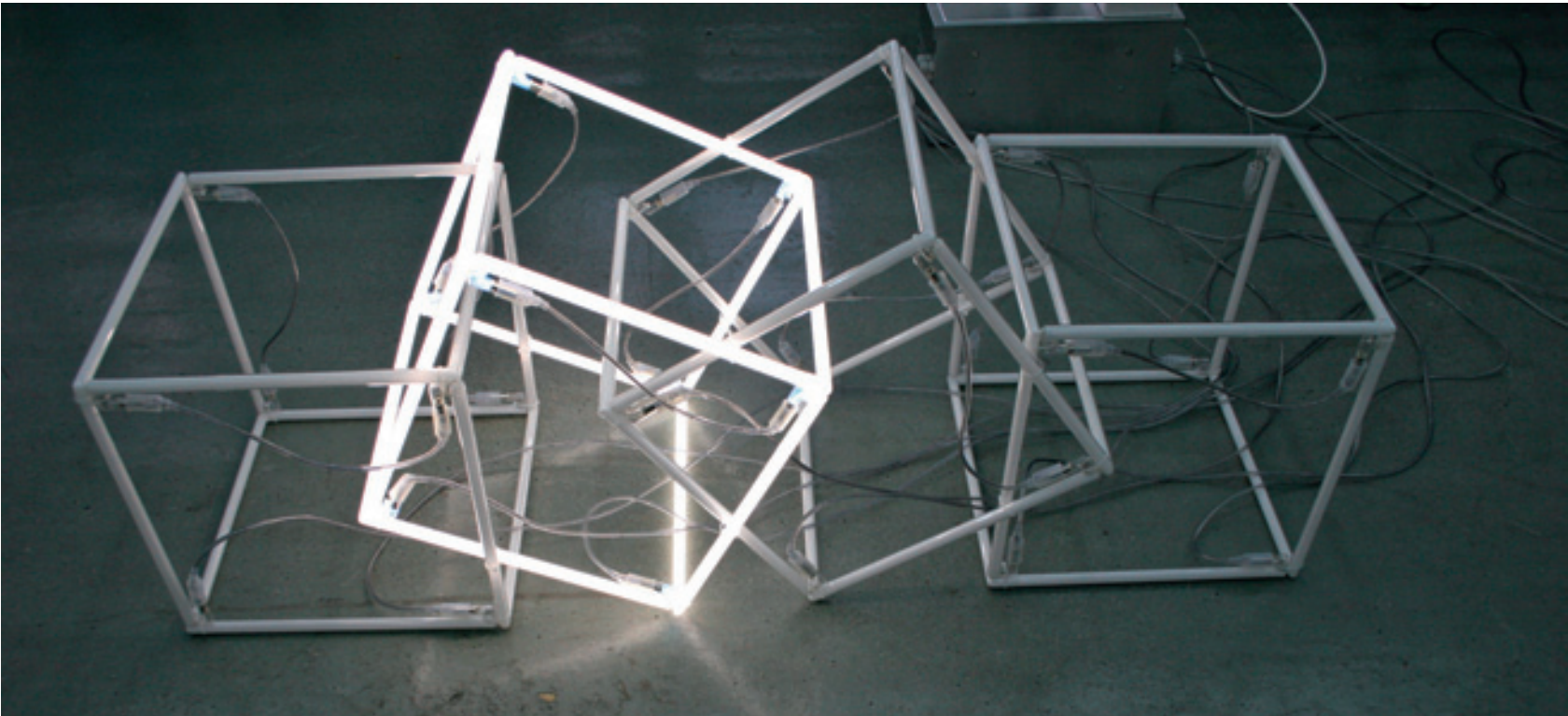
Neon Cube 90°, 2006

Neon tubes, transformers. Overall: 70 × 170 × 50 cm (27 5/8 × 67 × 19 3/4 in).

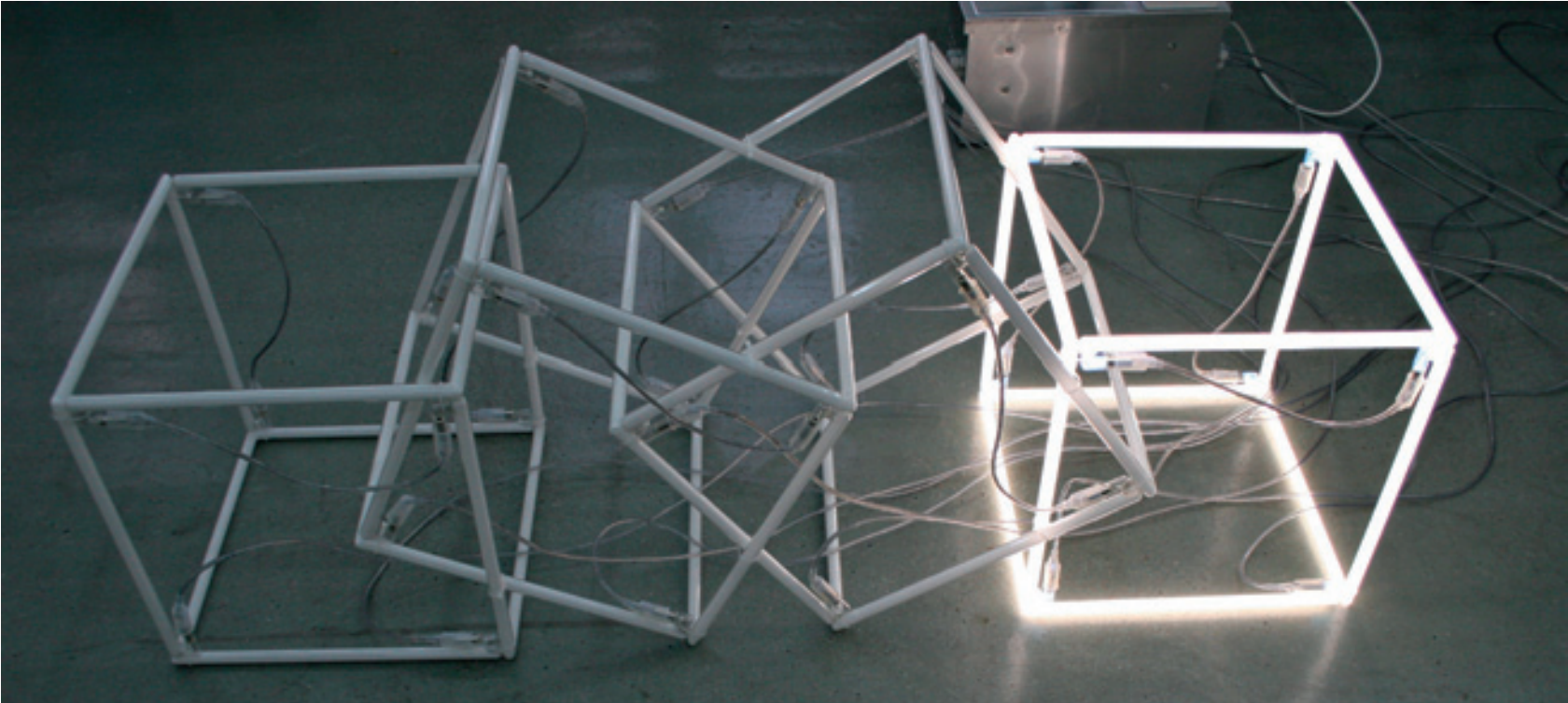
This work is from an edition of 5 plus 2 artist's proofs and is accompanied by a certificate of authenticity signed by the artist.

Estimate £12,000–18,000 \$18,500–27,700 €14,300–21,500 ♣

PROVENANCE Acquired directly from the artist; Private Collection, Europe



Alternative view



Alternative view



106 **ANGELA BULLOCH** b. 1966

Red Chance Corner Piece, 1990

Two opal Belisha beacons, wire, two 60W pearl bulbs painted with Glas & Deko Marlfarbe Dekapaint Karmin 29 and one two-channel, one-sided switching mechanism 220–240V. Installation dimensions: 178 × 60 × 52 cm (70 × 23 5/8 × 20 1/2 in). This work is unique and is accompanied by a certificate of authenticity signed by the artist.

Estimate £5,000–7,000 \$7,700–10,800 €6,000–8,400 ♣ ‡

PROVENANCE Interim Art, London



PROPERTY FROM THE KIT FINANCE COLLECTION

107 **TRACEY EMIN** b.1963

This is another place, 2007

Soft pink neon. 99.1 × 227.3 cm (39 × 89 1/2 in). This work is in an edition of 3 plus 2 artist's proofs and is accompanied by a certificate of authenticity signed by the artist.

Estimate £20,000–30,000 \$30,800–46,200 €23,900–35,800 ♣ Ω

PROVENANCE White Cube, London



PROPERTY FROM THE KIT FINANCE COLLECTION

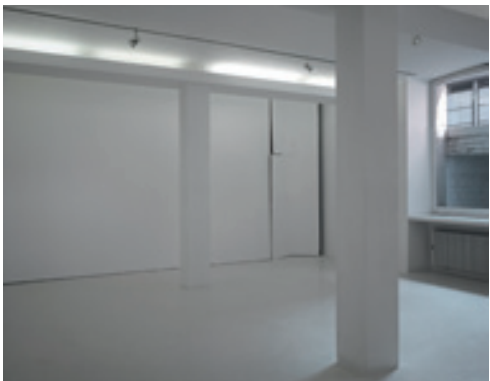
108 **JENNY HOLZER** b.1950

Five works: *Two Blue Inflammatory Essays*, 1979–82; *Three Blue Truisms*, 1977–79, 2008
Curved electronic LED sign with Osram diodes and an A/C adaptor. Each: 4.8 × 58.6 × 1.3 cm (1 7/8 × 23 1/8 × 1/2 in). Signed 'Jenny Holzer' and dated on a studio label affixed to the back. These works are from an edition of 20 plus 5 artist's proofs.

Estimate £20,000–30,000 \$30,800–46,200 €23,900–35,800 Ω

PROVENANCE Diehl + Gallery One, Moscow





Sequence



109

JEPPE HEIN b. 1974

Self-Destructing Wall, 2003

Mild steel, wood, plaster board, casters and electric motor. Installation dimensions variable. This work is unique and is accompanied by a certificate of authenticity.

Estimate £18,000–25,000 \$27,700–38,500 €21,500–29,900

PROVENANCE Galerie Johann König, Berlin



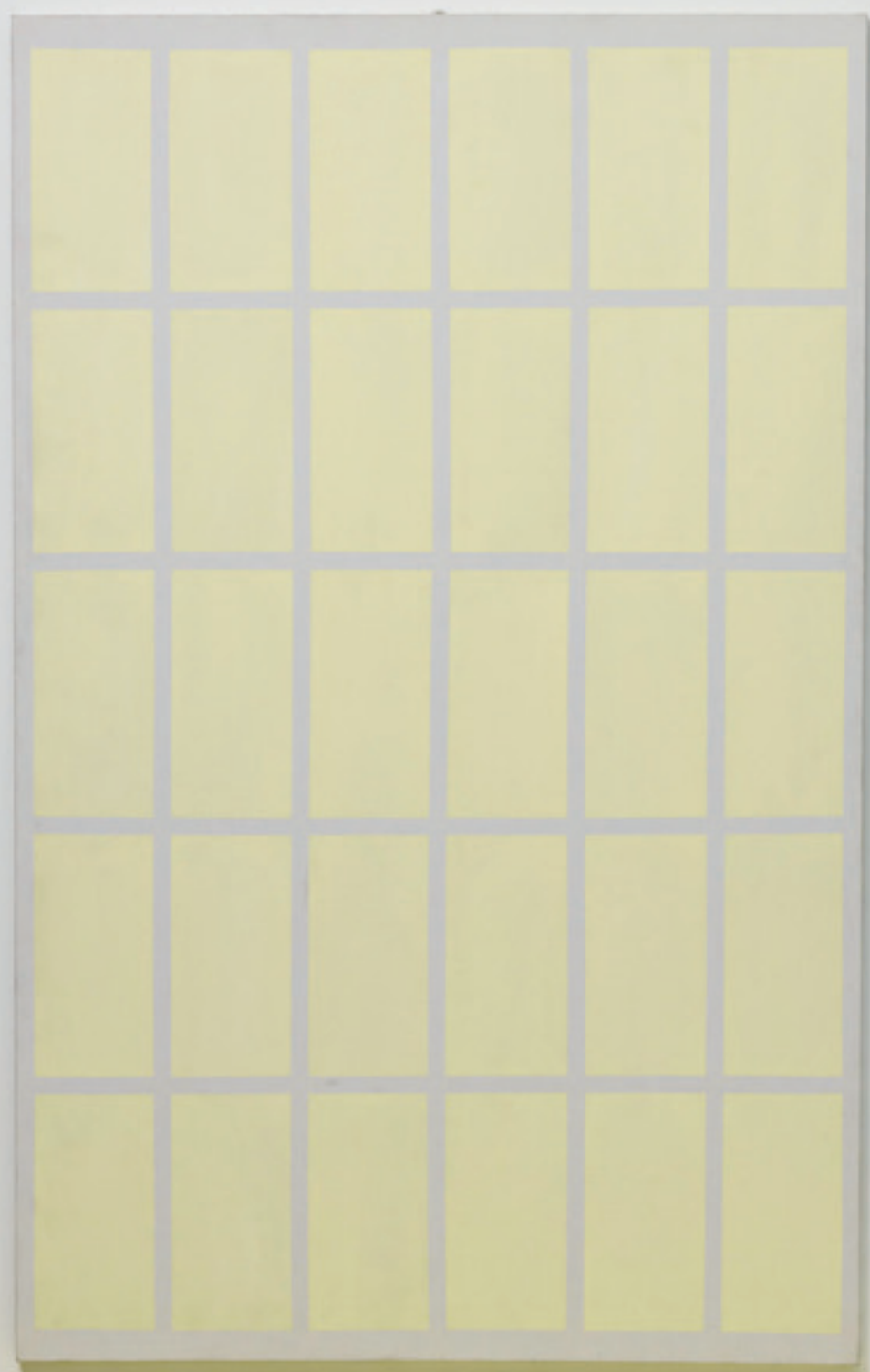
110 **JOHN ARMLEDER** b. 1948

FS 138, 1987

Acrylic on canvas, found kitchen cabinet. Installation dimensions: 240 × 190 × 59.5 cm (94 1/2 × 74 3/4 × 23 3/8 in). Signed and dated 'John Armleder 1987' on the reverse of the canvas. This work is accompanied by a certificate of authenticity.

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

PROVENANCE Galleria Massimo de Carlo, Milan





111 **JIM LAMBIE** b. 1964

Untitled (Sunglasses), 2001

Coloured sunglass lenses and metallic tape on metallic paper. 91.4 × 72.4 cm
(36 in × 28 1/2 in). This work is unique.

Estimate £15,000–20,000 \$23,100–30,800 €17,900–23,900 ♣

PROVENANCE Perry Rubenstein Gallery, New York; Anton Kern Gallery, New York



112 **LARRY BELL** b. 1939

Untitled, 2006

Coated glass and wood. 53.6 × 53.6 × 13 cm (21 1/8 × 21 1/8 × 5 1/8 in). Signed and dated '06' in silver marker on the wood.

Estimate £5,000–7,000 \$7,700–10,800 €6,000–8,400

PROVENANCE Private Collection, Europe



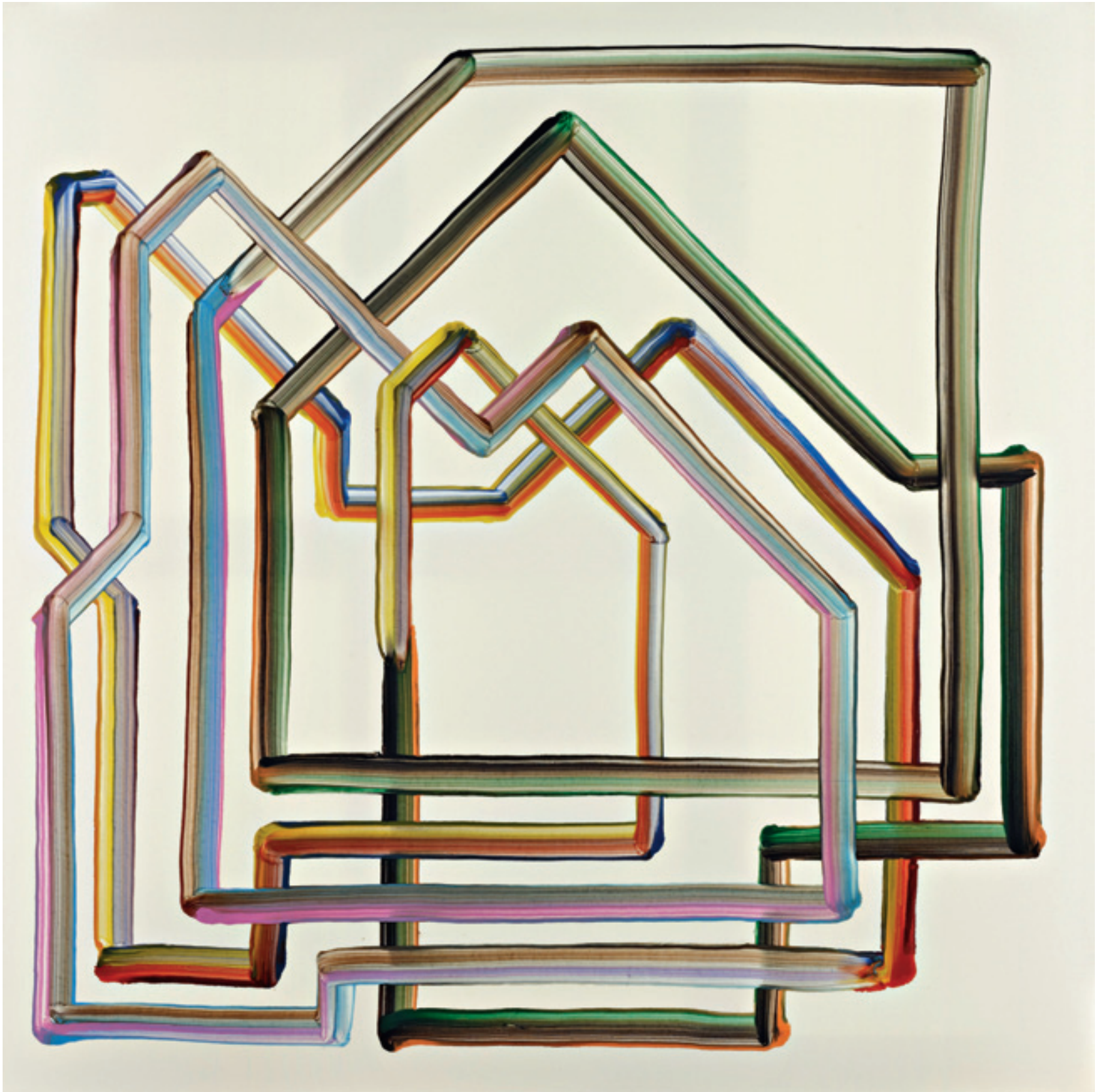
113 **SERGEJ JENSEN** b. 1973

Untitled, 2006

Gouache on linen. 50.7 × 39.7 cm (19 7/8 × 15 7/8 in). Signed and dated 'Sergej Jensen 2006' on the reverse.

Estimate £8,000–12,000 \$12,300–18,500 €9,600–14,300 ♣


PROVENANCE Galerie Neu, Berlin



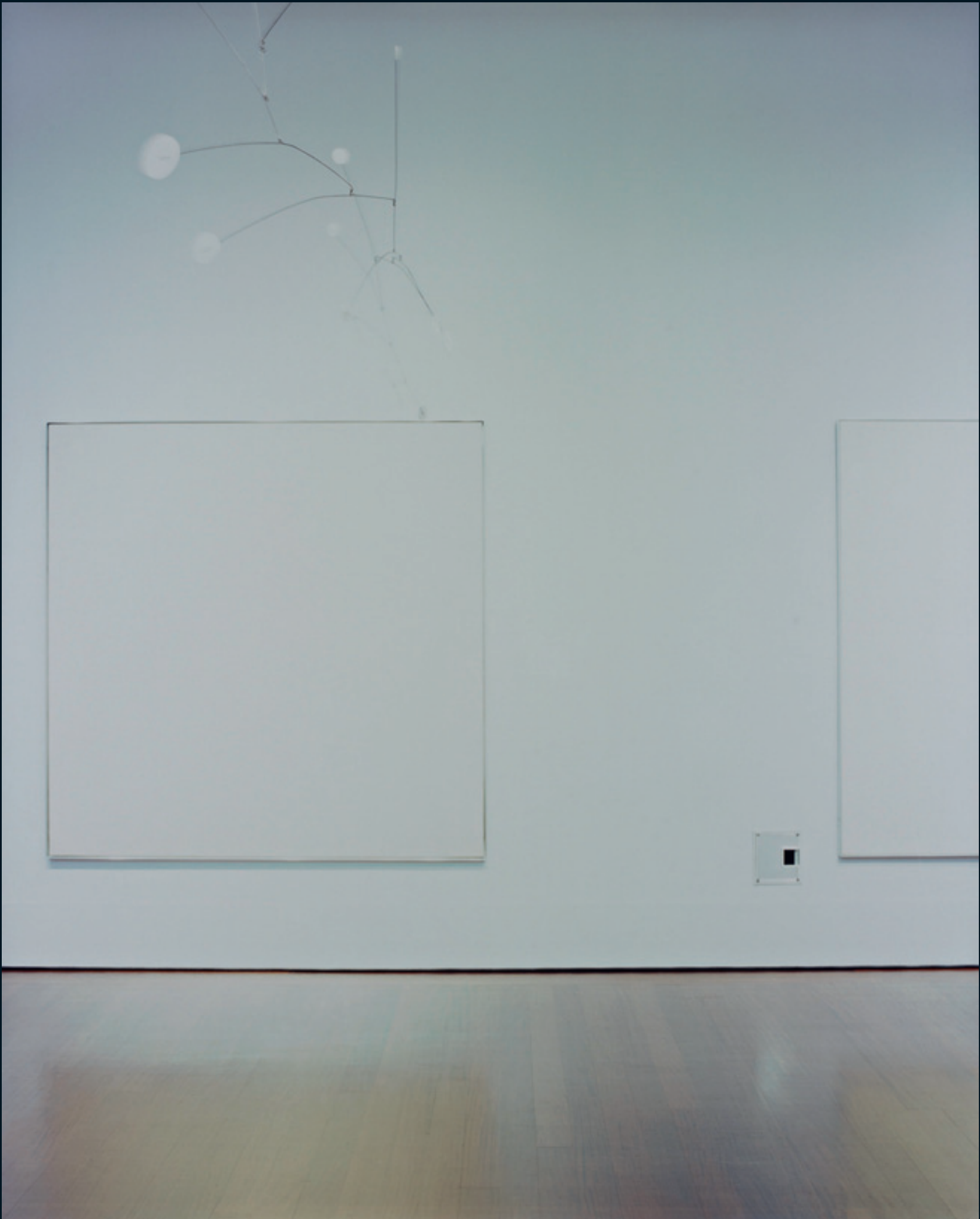
114 **BERNARD FRIZE** b. 1954

Manufacture Inversée, 2006

Acrylic and resin on canvas. 165.1 × 165.1 cm (65 × 65 in).

Estimate £20,000–30,000 \$30,800–46,200 €23,900–35,800 

PROVENANCE Patrick Painter Inc., Santa Monica



PROPERTY FROM THE KIT FINANCE COLLECTION

115 **LOUISE LAWLER** b. 1947

More Time, 2007

Fujiflex mounted on a museum box. 127.5 × 100.6 × 4 cm (49 1/2 × 39 5/8 × 1 1/2 in). Signed, numbered of 5 and dated 'Louise Lawler 2007' on the reverse of the mount. This work is from an edition of 5.

Estimate £20,000–30,000 \$30,800–46,200 €23,900–35,800 ₣

PROVENANCE Metro Pictures, New York

EXHIBITED New York, Metro Pictures, *Louise Lawler: Sucked In, Blown Out, Obviously Indebted or One Foot in Front of the Other*, 9 May–7 June 2008



PROPERTY FROM THE KIT FINANCE COLLECTION

116 **VIK MUNIZ** b. 1961

Suprematist Composition: White on White, after Kazimir Malevich from *Pictures of Pigment*, 2007

C-print mounted on aluminium. 178.4 × 178.4 cm (70 1/4 × 70 1/4 in). This work is from an edition of 6.

Estimate £15,000–20,000 \$23,100–30,800 €17,900–23,900 

PROVENANCE Gary Tatintsian Gallery, Moscow

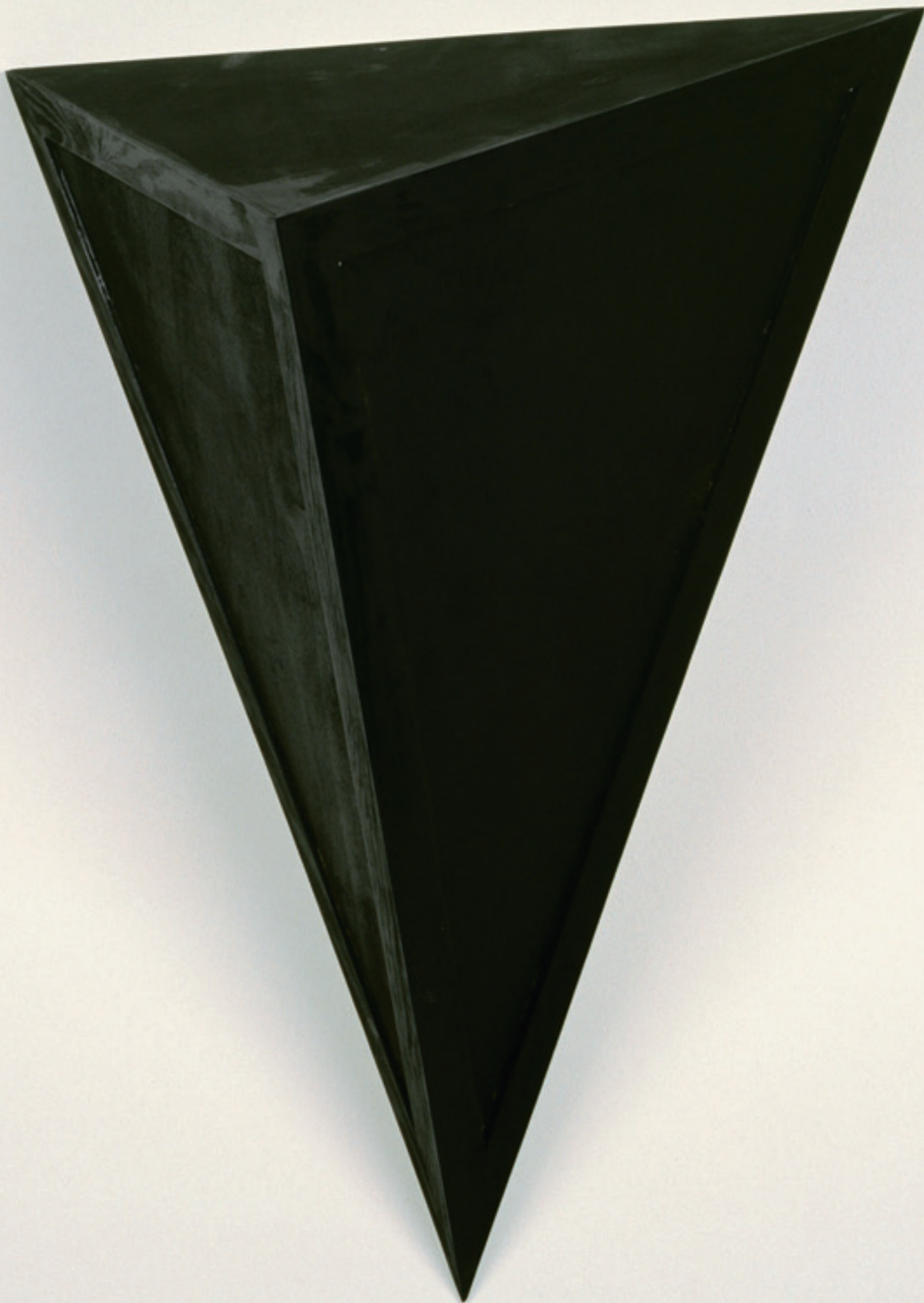
EXHIBITED Moscow, Gary Tatintsian Gallery, *Russian Project*, 1 November–30 December 2007



117 **BANKS VIOLETTE** b.1973
Not Yet Titled (Broken Beer Bottle), 2005
Aluminium, wood, epoxy, salt and polyurethane. 22.9 × 61 × 30.5 cm
(9 × 24 × 12 in). This work is from an edition of 20.

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


PROVENANCE Team Gallery, New York



118 **KATJA STRUNZ** b. 1970

Untitled, 2003

Oil on wood. 82 × 62 × 37 cm (32 1/4 × 24 3/8 × 14 1/2 in).

Estimate £6,000–8,000 \$9,200–12,300 €7,200–9,600 

PROVENANCE Private Collection, Germany



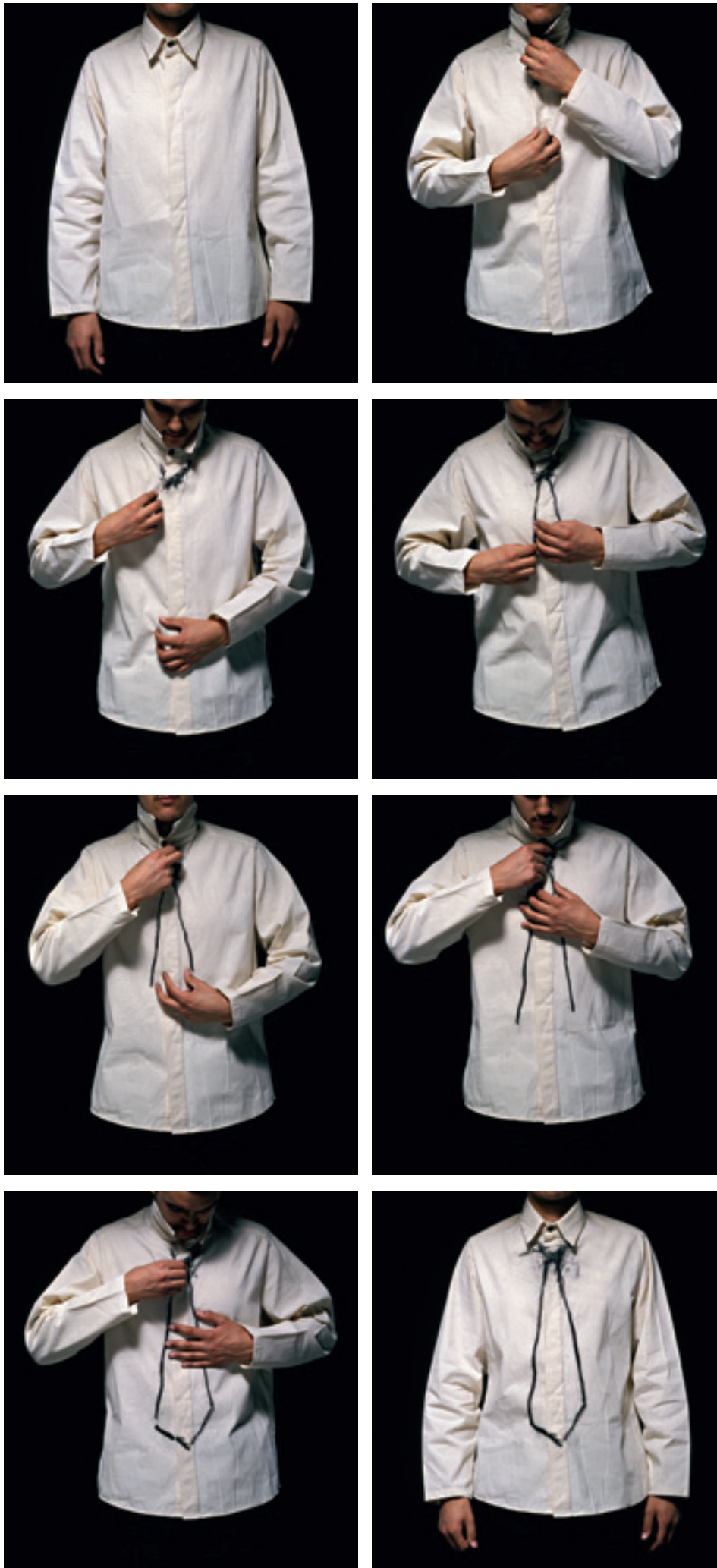
119 **DONALD MOFFETT** b.1955

Untitled, 2006

Oil on linen laid on board. 52.7 × 42.9 cm (20 3/4 × 16 7/8 in). Signed and dated
'D. Moffett 2006' on the reverse.

Estimate £8,000–12,000 \$12,300–18,500 €9,600–14,300

PROVENANCE Anthony Meier Fine Arts, San Francisco



120 **ROBIN RHODE** b.1976

Black Tie, 2003

Eight C-prints mounted on 4-ply museum board. Each: 36.8 × 34.3 cm (14 1/2 × 13 1/2 in).
This work is from an edition of 5 plus 2 artist's proofs and is accompanied by a certificate of authenticity stamped by the artist.

Estimate £12,000–18,000 \$18,500–27,700 €14,300–21,500

PROVENANCE Perry Rubenstein Gallery, New York; Private Collection, Europe
LITERATURE S. Rosenthal, ed., *Robin Rhode: Walk Off*, Ostfildern-Ruit, 2007, pp.46–47 (illustrated)

121 **MARC QUINN** b. 1964
Sphinx, Microcosmos, 2008
Painted bronze. 33.5 × 23 × 20 cm (13 1/4 × 9 × 7 7/8 in). Incised with initials, date 'MC 2008' and edition number on the base. This work is from an edition of 7.

Estimate £60,000–80,000 \$92,400–123,000 €71,700–95,600 ♣ ‡

PROVENANCE Private Collection, Switzerland
LITERATURE U. Galimberto, *I miti del nostro tempo*, Milan, 2009 (illustrated on the cover)

“It’s about taking an image, it’s not about Kate Moss as a person. Kate Moss is interesting because she’s someone who has two lives, her real life and the life of her image. It becomes, in a way, very much how divinity is used by religion. You can have a thousand Virgin Marys all over the world, or you can have millions of Hindu Gods and Goddesses. There’s this replication of images of Kate Moss, and to suddenly turn it into an object again – and yet a kind of hollow object, so it’s like a screen – makes the Kate Moss more a portrait of society’s fantasies and myth than about a real person. And that’s why [the Kate Moss work is] quite empty looking in a way. They’re not that realistically modelled – they’re more like an archetype than a portrait bust – and so, again, that’s taking something that’s hovering around in the ether and bringing it back down to earth ... it’s about taking this image that, by constant repetition, has almost dematerialized, and then rematerializing it. Sculpture is about materialization of the immaterial.”

Marc Quinn, from an interview filmed in Basel, 2009, published by *The Art Newspaper*



122 **ANDRES SERRANO** b. 1950

White Pope (Immersion), 1990

Cibachrome print, Diasac. 152.4 × 101.6 cm (60 × 40 in). This work is from an edition of 4.

Estimate £25,000–35,000 \$38,500–53,900 €29,900–41,800

PROVENANCE Acquired directly from the artist





123 **RITA ACKERMANN** b. 1968

Untitled, c. 1990

Collage, ink, adhesive tape and dried plant on paper. 27.9 × 26.6 cm
(11 × 10 1/2 in).

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

PROVENANCE Private Collection, California



124 **ATELIER VAN LIESHOUT**

AVL Man, 1999

Reinforced fibreglass. 170 × 73 × 33 cm (67 × 28 3/4 × 13 in). This work is unique.

Estimate £5,000–7,000 \$7,700–10,800 €6,000–8,400 ♣

PROVENANCE Galleria Continua, San Gimignano

PROPERTY FROM THE KIT FINANCE COLLECTION

125 **HANS OP DE BEECK** b. 1969

Anke, 2008

Laser-hardened 3-D resin print, metal plinth, Perspex case, plastic and wood.
Overall: 138.4 × 69.9 × 69.9 cm (54 1/2 × 27 1/2 × 27 1/2 in). Sculpture: 68.6 × 21.6 × 8.3 cm (27 × 8 1/2 × 3 1/4 in); plinth: 101.6 × 69.9 × 69.9 cm (40 × 27 1/2 × 27 1/2 in).
This work is from an edition of 3.

Estimate £6,000–8,000 \$9,200–12,300 €7,200–9,600 ♣ ₣

PROVENANCE Xavier Hufkens, Brussels



Installation view





PROPERTY FROM THE KIT FINANCE COLLECTION

126 **ERWIN WURM** b.1954

Envy Bumps, 2007

Nickel-plated bronze. 164.5 × 69.9 × 62.2 cm (64 3/4 × 27 1/2 × 24 1/2 in). This work is from an edition of 3 plus 2 artist's proofs.

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

PROVENANCE Xavier Hufkens, Brussels



127 **JULIAN OPIE** b. 1958

Hijiri with umbrella, 2005

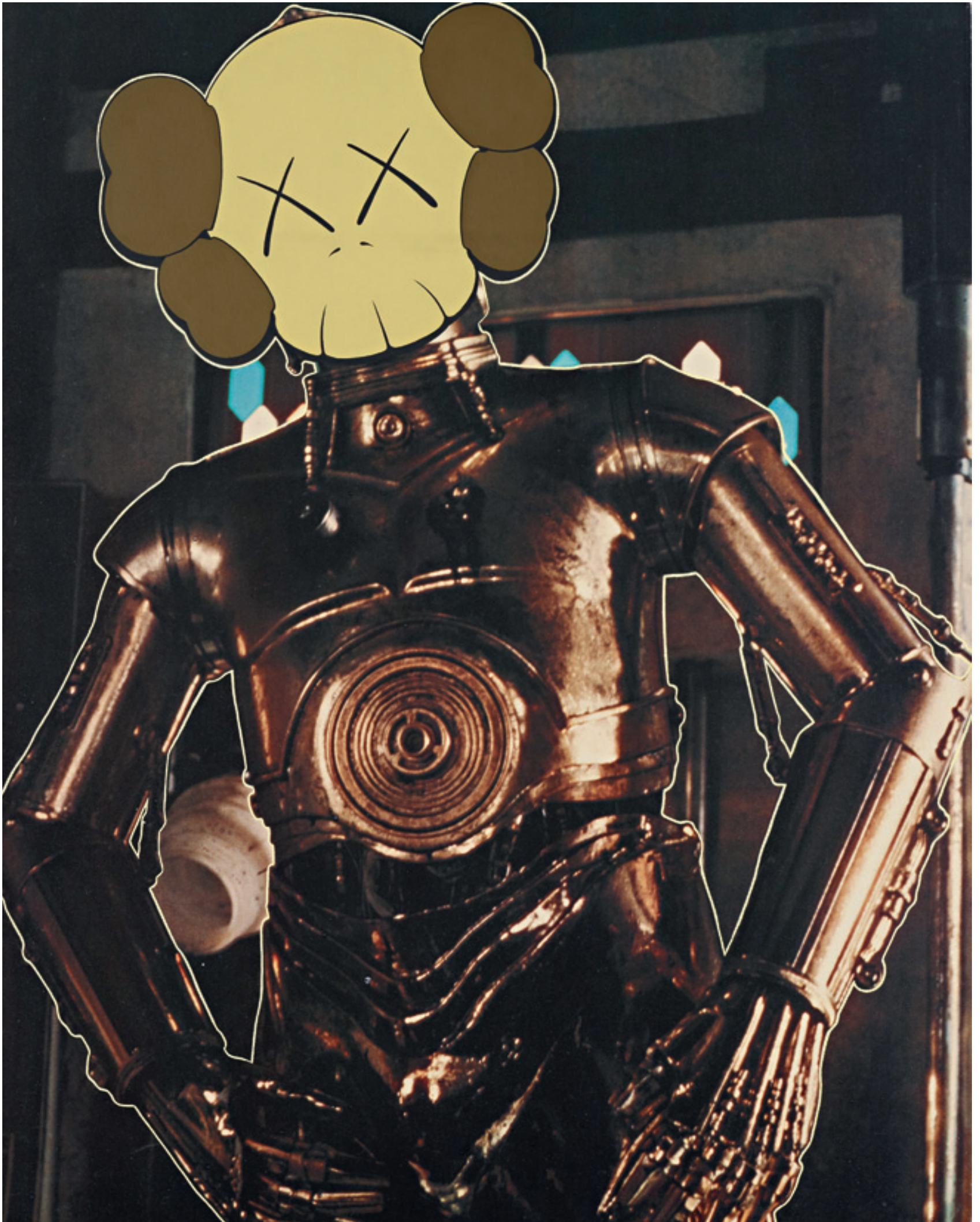
Computer animation, LCD screen, PC. 97 × 61 × 13 cm (38 1/8 × 24 × 5 1/8 in).

This work is from an edition of 4 plus 1 artist's proof.

Estimate £30,000–40,000 \$46,200–61,600 €35,800–47,800 ♣ ‡

PROVENANCE SCAI The Bathhouse, Tokyo; Private Collection, Europe

LITERATURE Peter Noever, ed., *Julian Opie: Recent Works*, Ostfildern-Ruit, 2008, p.36 (illustrated)



128 **KAWS** b. 1974

Untitled, 2000

Acrylic and screenprint on canvas. 86.7 × 68.6 cm (34 1/8 × 27 in). Signed and dated 'KAWS 2000' on the reverse.

Estimate £12,000–18,000 \$18,500–27,700 €14,300–21,500

PROVENANCE Acquired directly from the artist

129 **ROY LICHTENSTEIN** 1923–1997

Reverie, 1965

Screenprint in colours, colours vibrant on sturdy wove paper in very good condition.
68.8 × 58.4 cm (27 1/8 × 23 in). Signed in pencil 'Roy Lichtenstein' lower right margin.
Numbered of 200 lower left margin. This work is from an edition of 200 printed by
Knickerbocker Machine and Foundry Inc., published by Original Editions, New York,
and was part of the *11 Pop Artists, Vol. II* portfolio.

Estimate £75,000–85,000 \$115,000–130,000 €89,600–101,000 †

PROVENANCE Private Collection, New York

LITERATURE M. Corlett, *The Prints of Roy Lichtenstein: A Catalogue Raisonné 1948–1997*,
New York, 2000, p.38 (illustrated)

THE MELODY
HAUNTS MY REVERIE...



10/2/20

of broken

130 **YAYOI KUSAMA** b. 1929

Untitled (Child Mannequin), 1964

Mannequin, acrylic paint, wig, shoes, steel. 101.6 × 60 × 35.5 cm (40 × 23 5/8 × 14 in). This work is accompanied by a certificate of authenticity signed by the artist.

Estimate £60,000–80,000 \$92,400–123,000 €71,700–95,600 ₺

PROVENANCE Galleria d'Arte del Naviglio, Milan; Private Collection, Europe

EXHIBITED Milan, Galleria d'Arte del Naviglio, *Driving Image Show*, 1966; *Love Forever: Yayoi Kusama, 1958–1968*: Los Angeles County Museum of Art, 8 March–8 June 1998; New York, The Museum of Modern Art New York, 9 July–22 September 1998; Minneapolis, Walker Art Center, 13 December 1998–7 March 1999; Tokyo, Museum of Contemporary Art, 29 April–4 July 1999

LITERATURE L. Hoptman, A. Tatehata and U. Kultermann, *Yayoi Kusama*, London/New York, 2000, p.50 (illustrated)

Yayoi Kusama, in an interview from 1964, describes the origin of the work in her *Driving Image* exhibition, first shown in the same year at the Castellane Gallery, New York: “My Aggregation Sculpture ... arises from a deep, driving compulsion to realise in visible form the repetitive image inside of me. When this image is given freedom, it overflowed the limits of time and space. People have said that [it] represents an irresistible force ... that goes by its own momentum once it has started.”



detail



131 **MARK WALLINGER** b.1959

Booty, 1987

Umbrella, table, velvet table cloth, model railway, elephant foot. Installation
dimensions: 172.8 × 106.7 × 106.7 cm (68 × 42 × 42 in).

Estimate £60,000–80,000 \$92,400–123,000 €71,700–95,600 ♣ ‡

PROVENANCE Koury Wingate Gallery, New York

EXHIBITED Tate Liverpool, *Mark Wallinger: Credo*, 20 October – 23 December 2000

Mark Wallinger's multi-media practice investigates ideas of class, nationalism and social stereotypes, and how history shapes contemporary thinking. Through a kind of social commentary, his work captures the peculiar, often elusive but nonetheless fundamental aspects of British contemporary society.

The present work, *Booty* from 1987, addresses the subject of British rule in India and the introduction there of rail transport in the 1850s under the supervision of the East India Company. The curious assemblage of objects comprises an umbrella, a velvet table cloth, a model railway and a hollow elephant foot arranged in a humorous yet poignant tableau and evokes the yoking together of two very different cultures. The use of what were once more familiar household objects is typical of Wallinger's interest in examining the role the domestic plays in the shaping of history and contemporary society.

“Mark Wallinger's practice maps how these changes shape the society of which he is part. He describes a world where the orders of the past may be decaying, but our profound need for symbolic order and a means of making sense remains; made perhaps greater by this slow retreat, and how this finds expressions in our lived experience, our everyday life, and how this desire can conjure up ghosts ... He has refused to repeat himself or commodify his expression into productions designed to fulfil the expectations of an audience or marketplace. His work talks about how we might construct meaning in the world that is evolving around us, how we relate to the past that is fading behind us, about loss, about ghosts, and how the future might be imagined.”

R. Grayson, 'A Number of Disappearances', in *Mark Wallinger*, Aargauer Kunsthaus, Switzerland, 2008



PROPERTY FROM THE KIT FINANCE COLLECTION

132 **STEPHAN BALKENHOL** b. 1957

Figure of Man and Relief, 2007

Two parts: painted ayous wood. Installation dimensions variable.

Sculpture: 169.5 × 24.3 × 34.3 cm (64 3/4 × 9 1/2 × 13 1/4 in); panel: 139.8 × 98.5 cm (55 × 38 3/4 in). This work is unique and is accompanied by a certificate of authenticity signed by the artist.

Estimate £30,000–40,000 \$46,200–61,600 €35,800–47,800 ♣ ₣

PROVENANCE Galerie Forsblom, Helsinki





133 **VANESSA BEECROFT** b.1969

VB47.364.DR, 2001

Digital C-print. 200 × 250 cm (78 3/4 × 98 1/2 in). This work is from an edition of 3 and is accompanied by a certificate of authenticity signed by the artist.

Estimate £8,000–12,000 \$12,300–18,500 €9,600–14,300 ♣

PROVENANCE Galleria Massimo Minini, Brescia



134 **VANESSA BEECROFT** b. 1969
VB48 (Palazzo Ducale, Genoa), 2001
DVD. This work is from an edition of 6 and is accompanied by a certificate of authenticity signed by the artist.

Estimate £7,000–9,000 \$10,800–13,900 €8,400–10,800 ♠

PROVENANCE Galleria Massimo Minini, Brescia

PROPERTY FROM THE KIT FINANCE COLLECTION

135 **VANESSA BEECROFT** b. 1969
VB47.377.dr (Peggy Guggenheim Collection, Venice), 2001
Digital C-print flush-mounted to foamcore. 127 × 183 cm (50 × 72 in). This work is from an edition of 6.

Estimate £10,000–15,000 \$15,400–23,100 €12,000–17,900 ♠ ‡

PROVENANCE Deitch Projects, New York; Private Collection, London





THIS LOT IS SOLD WITH NO RESERVE

136 **STEVEN GONTARSKI** b. 1972

Bee stung lips and the young tongue, 1998

PVC, polyester wadding, synthetic hair, wood and sock. 180.3 × 104.1 × 53.3 cm
(71 × 41 × 21 in).

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

PROVENANCE Private Collection, London

THIS LOT IS SOLD WITH NO RESERVE

137 **STEVEN GONTARSKI** b. 1972

Adam Expelled / The Sounds of Soul III, 2000

Fibreglass and acrylic paint. 221 × 68.6 × 61 cm (87 × 27 × 24 in).

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

PROVENANCE Private Collection, London

EXHIBITED Milton Keynes, Milton Keynes Gallery, *Conversation*, 9 October–5 December 2000





138 **SIMON SCHUBERT** b. 1976

Untitled (bathtub 1), 2006

Mixed media. 73 × 72.5 × 166.7 cm (28 3/4 × 28 1/2 × 65 7/8 in).

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

PROVENANCE Kudlek van der Grinten Galerie, Cologne

139 **SIMON SCHUBERT** b. 1976

Le El, 2005

Mixed media sculpture and mirror. Sculpture: 180.3 × 83.8 × 50.8 cm (71 × 33 × 20 in). Mirror: 125.7 × 68.6 cm (49.5 × 27 in).

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

PROVENANCE Kudlek van der Grinten Galerie, Cologne





140 **GREGOR HILDEBRANDT** b. 1974
Was glauben die Menschen (Brigitte Fontaine), 2009
Cassette tape on inkjet print. 110 × 60.5 cm (43 1/4 × 23 7/8 in).
Estimate £3,000–5,000 \$4,600–7,700 €3,600–6,000 ♣
PROVENANCE Private Collection, France

not yet freed ourselves from moral authoritarianism, and the authorities still seek to convince us that to do so would destroy what we have gained. Freedom didn't destroy us last time, in the political realm, 200 years ago this year.

But through the law out of spermatorrhea by way of Comstock, censors still belabor us. They strike today, in their increasing desperation, at the shock wave of the advancing revolution, at images that we have not yet admitted to our living rooms and therefore still suspect of danger and therefore still fear, though they are no more fearsome than the barnyard or the meat counter, though they are far less fearsome, and so also far less promising, than the bedroom itself and that mysterious other who voluntarily, out of love and lust, joins us there. They strike at a few of us caught up in cynicism and profit, but thereby they most certainly strike at us all.

So the jury returns, the real one in Memphis, having deliberated for less than an hour on a Thursday afternoon and

merely four hours on a Friday—at 2:30 P.M., Friday, April 30, 1976, our Bicentennial year—and the foreman announces that he and his 11 peers “had to follow the law,” and the brute verdict is guilty: Louis Peraino is guilty, and Mario DeSalvo is guilty, and Mickey Cherubino is guilty, and handsome Harry Reems is guilty, and the others, and the corporations with which they dressed themselves, of obscenity, of interstate transport, of conspiracy, and the clowns roll their barrels and the lion tamers crack their whips and the ringmaster affects a somber mien to disguise his righteous delight and they are all guilty, guilty, guilty all.

[On July 9, 1976, Robert Bork, U. S. Solicitor General, confessed error in applying *Miller* to *Deep Throat* in the *Marks* case; the confession could supply the defendants in Memphis with grounds for a new trial. Judge Wellford took the issue under advisement. The outcome remained unresolved as PLAYBOY went to press.—Ed.]

Y



“Just thought we’d drop by and mention that, as we’re not carrying on any illegal wars at the moment, you might like to start paying your taxes again.”

192

FAST STARTER

(continued from page 102)

York's St. Regis-Sheraton Hotel in 1975. She was 17 then, making a publicity junket for Warner Bros. to plug her movie debut as the runaway minx in *Night Moves*, opposite Gene Hackman. Within the year, Melanie would have two more major films in release: *Smile*, in which she was one of the teenaged beauty contestants getting the eagle eye from Bruce Dern; and *The Drowning Pool*, which featured her as a murderous little trollop on the make for Paul Newman.

That day, between formal interviews, Melanie was furious as she squeezed into a booth beside Don, who had tagged along on the junket at her insistence and been quickly invited by nervous public-relations people to do a disappearing act. Her blue-green eyes dark with rage, Melanie seemed to recoil from the faint odor of hypocrisy that implied, “When I asked them in L.A. about Don coming to New York, they said fine. But when we got here, there were two separate rooms with twin beds in each room. Then, when I said I wanted Don to go on interviews with me, they told me to go home. They’re afraid everyone will find out we’ve been fucking since I was 14.”

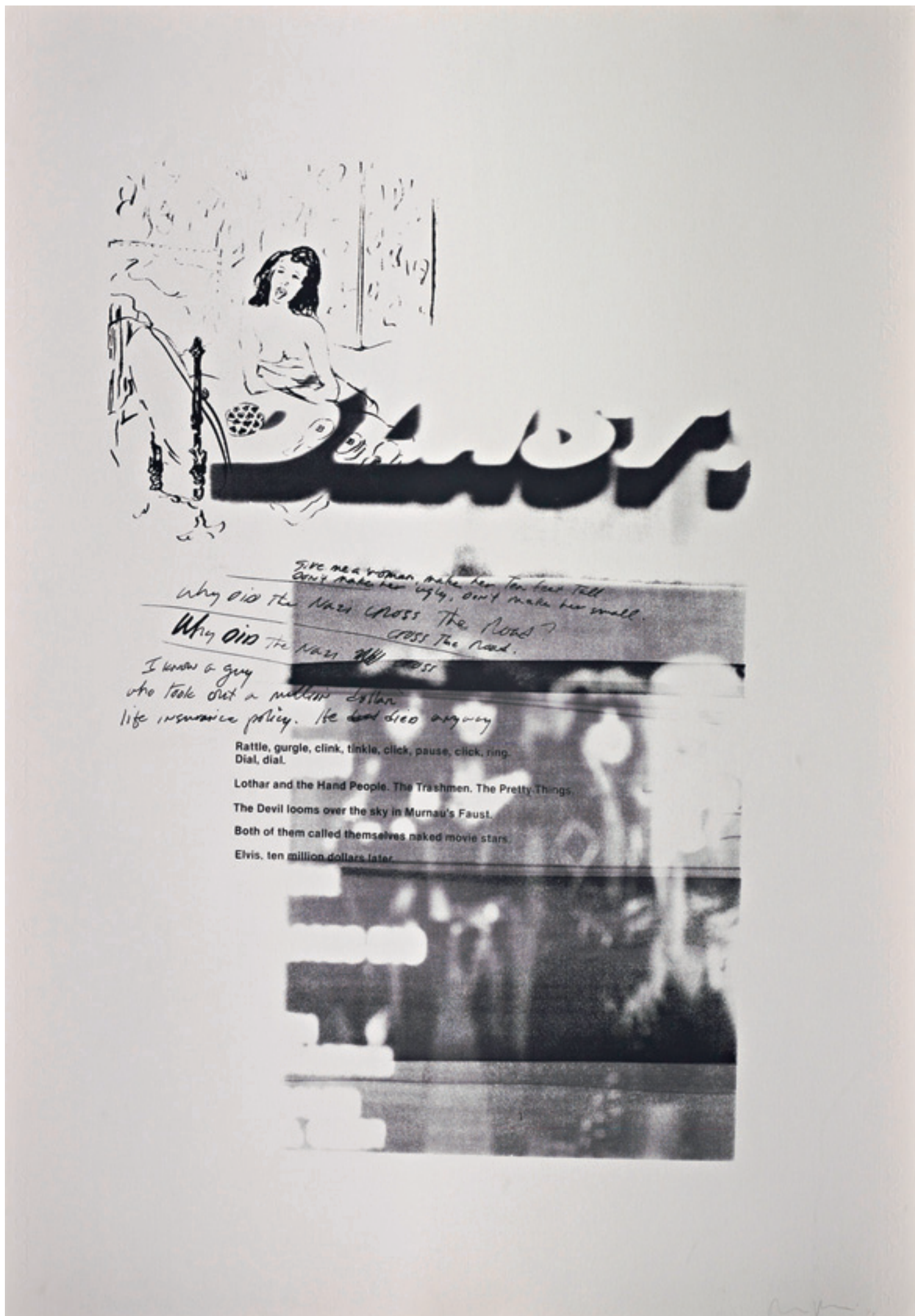
Everyone did find out. *People* magazine headlined the scoop: “FOR . . . THOROUGHLY MODERN MELANIE, LIFE WITH DON JOHNSON BEGAN AT 14.” Everyone wondered what her mother thought, of course, and Tippi was dutifully quoted: “No two people were ever more in love. . . . Melanie was always ahead of the other kids her own age.”

As the publicity blitz gained momentum, even Warner Bros. did an abrupt turnaround. Says Melanie, “Earl Wilson took me to lunch and asked what I thought about nudity. Pretty soon the studio was saying: ‘Hey, gee, we think it might be good if Don went on some interviews with you.’”

The giddy press coverage ultimately backfired; Melanie's and Don's notoriety as sex symbols began to upstage every other aspect of their careers, creating resentment. After her triple-play 1975 debut, Melanie went back to modeling and has yet to make another film. As for Don, he's a lithe, cleanly handsome Hollywood comer with a couple of box-office hits (*Return to Macon County* and, more recently, the lead in *A Boy and His Dog*, a sci-fi shocker with Jason Robards) to his credit who has moved on to television.

On January 8, 1976, less than six months after Melanie's 18th birthday—and only a few days after they had quarreled and decided it was time to break up for good—Melanie and Don, on impulse, flew to Las Vegas and got married.

By spring, they were snugly ensconced in a shabby but comfy hillside house, in



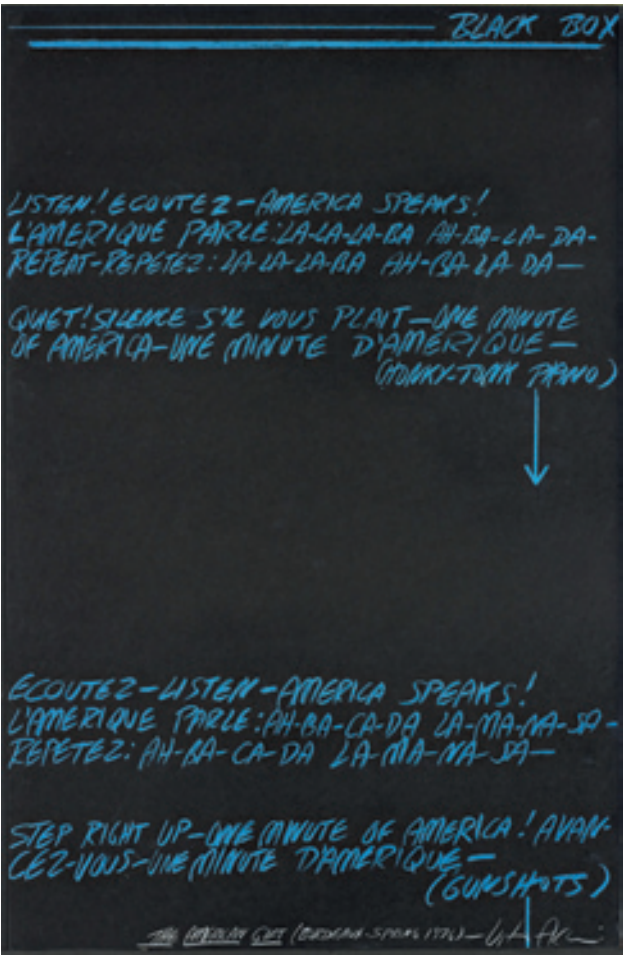
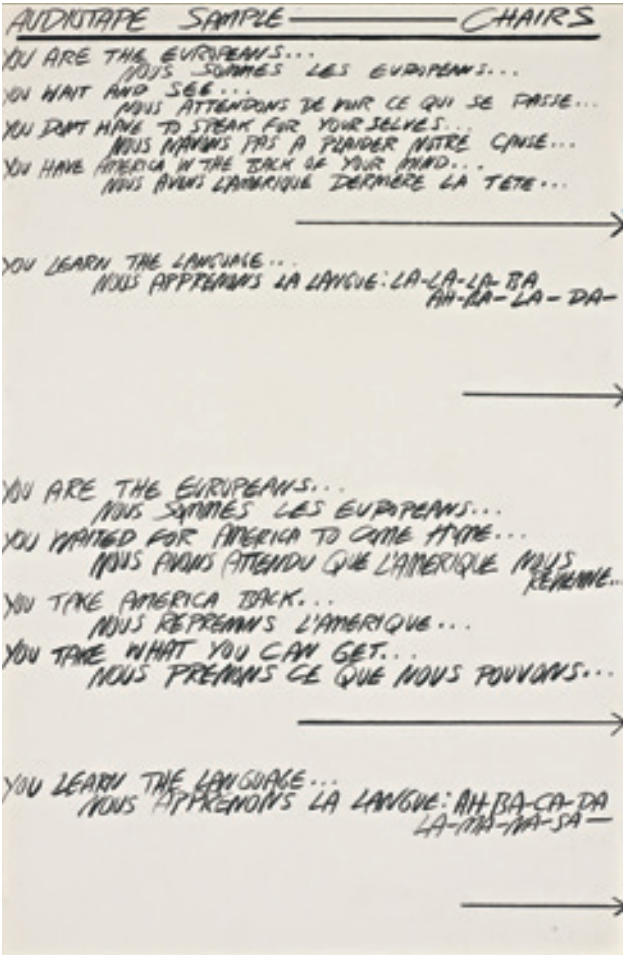
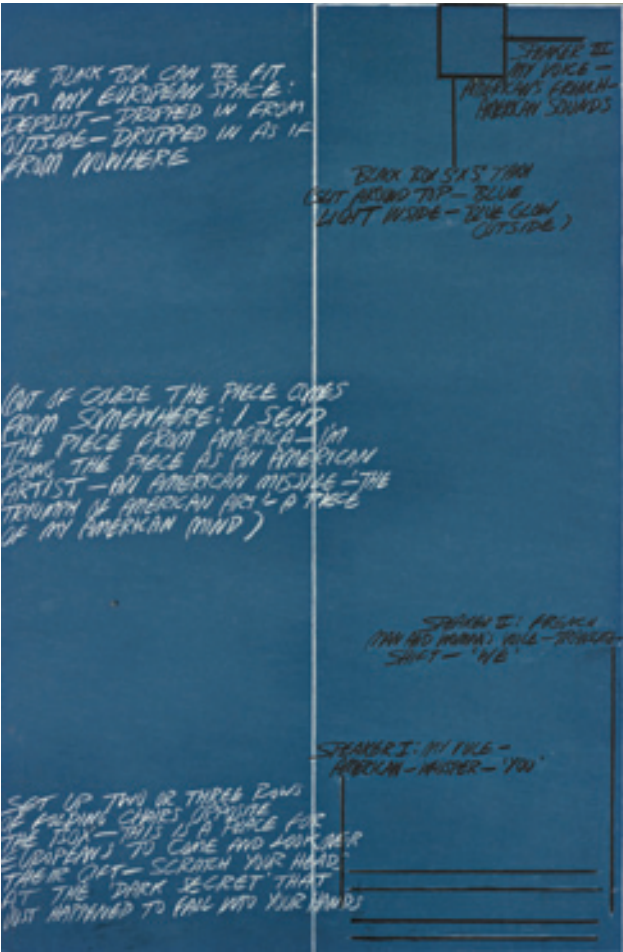
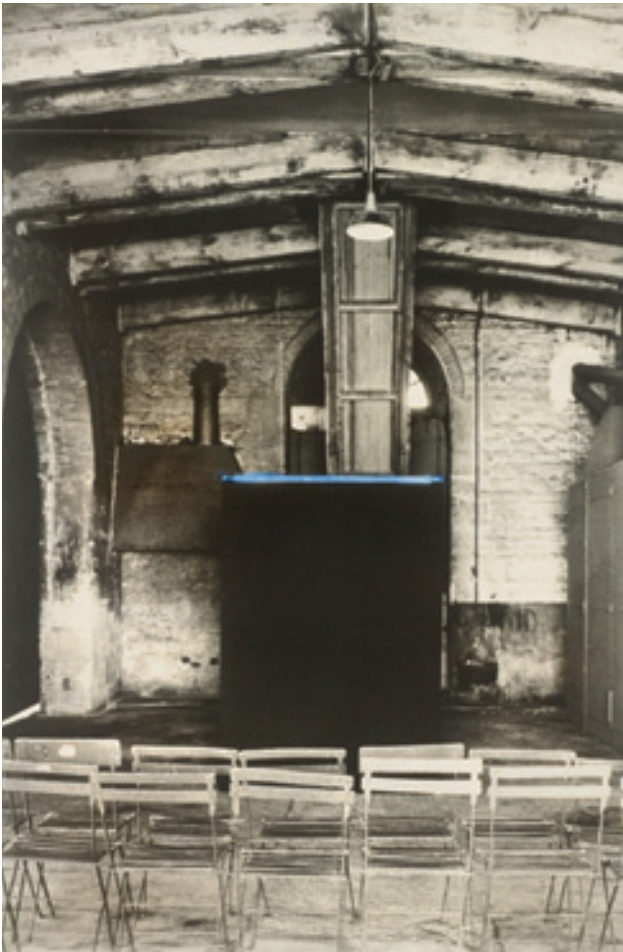
142 **RICHARD PRINCE** b. 1949

Untitled, 1990

Screenprint. 108 x 78 cm (42 1/2 x 30 1/2 in). Signed 'Richard Prince' lower right.

Estimate £20,000–30,000 \$30,800–46,200 €23,900–35,800

PROVENANCE Marc Jancou Fine Art, New York; Barbara Gladstone Gallery, New York



143 **VITO ACCONCI** b.1940
The American Gift (Bordeaux-Spring 1976), 1977
Four parts: hand-coloured gelatin silver print and charcoal and chalk on paper. Each: 74.9 x 49.5 cm (29 1/2 x 19 1/2 in). Signed, titled and dated 'THE AMERICAN GIFT (BORDEAUX - SPRING 1976) Vito Acconci' along the lower edge of lower right panel. This work is accompanied by a certificate of authenticity.

Estimate £15,000–20,000 \$23,100–30,800 €17,900–23,900

PROVENANCE Donald Young Gallery, Chicago

144 **DASH SNOW** 1981–2009

Untitled, 2006

Three digital C-prints. 223.5 × 120.7 cm (88 × 47 1/2 in).

Estimate £30,000–40,000 \$46,200–61,600 €35,800–47,800 †

PROVENANCE The Proposition, New York

LITERATURE M. Dailey and N. Rosenthal, *USA Today: New American Art from The Saatchi Gallery*, exh. cat., Royal Academy of Arts, London, 2006, p.354 (illustrated)





145 **MATTHEW GREENE** b. 1971

By the Lust of the Basidiomycetes Shall Every Perversion be Justified, 2004

Diptych: acrylic, ink and collage on canvas. Overall: 198.5 × 325.4 cm (78 1/8 × 128 in). Signed, titled and dated 'BY THE LUST OF THE BASIDIOMYCETES SHALL EVERY PERVERSION BE JUSTIFIED MGREENE 04' on the reverse of left panel.

Estimate £8,000–12,000 \$12,300–18,500 €9,600–14,300 †

PROVENANCE Peres Projects, Los Angeles

EXHIBITED Los Angeles, Peres Projects, *She Who Casts the Darkest Shadow on Our Dreams*, 30 October–18 December 2004





146 **JEPPE HEIN** b. 1974

Fusion of Movement # 12, 2004

Steel, 52 × 177 × 95 cm (21 × 69 3/4 × 37 1/4 in). This work is unique.

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

PROVENANCE Galleri Nicolai Wallner, Copenhagen



147 **VICTOR VASARELY** 1906–1997

ABLAC Sculpture, 1967

Screenprint on aluminium on plywood. 30 × 30 × 8.1 cm (11 7/8 × 11 7/8 × 3 1/4 in).
Stamped with signature, title and date 'Vasarely ABLAC 1967' on the reverse side.
This work is from an edition of 8.

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

PROVENANCE Private Collection, London



148 **LUCIO FONTANA** 1899–1968

Teatrino Bianco I, 1968

Screen-printed and perforated cardboard relief. 70.1 × 70.1 × 1.3 cm (27 5/8 × 27 5/8 × 1/2 in). Signed 'Lucio Fontana' and numbered 75 on the reverse. This work is from an edition of 75.

Estimate £8,000–12,000 \$12,300–18,500 €9,600–14,300 †

PROVENANCE Private Collection, Munich

149 **FAUSTO MELOTTI** 1901–1986

Scultura E (La Ghigliottina), 1969

Steel and chrome-plated steel. 102.5 × 26 × 26 cm (40 3/8 × 10 1/4 × 10 1/4 in).

This work is from an edition of 6 and is accompanied by a certificate of authenticity issued by the Archivio Fausto Melotti.

Estimate £35,000–55,000 \$53,900–84,700 €41,800–65,700

PROVENANCE Private Collection, Milan





150 **MARIO SCHIFANO** 1934–1998

Paesaggio in Australia, 1984

Oil and acrylic on canvas and wooden frame. 150.5 × 360.5 cm (59 1/4 × 141 7/8 in). Signed on the reverse.

Estimate £20,000–30,000 \$30,800–46,200 €23,900–35,800

PROVENANCE Acquired directly from the artist; Private Collection, Norway





151 **MIMMO ROTELLA** 1918–2006

Riconoscimento, 1961

Décollage on board. 33.7 × 27.6 cm (13 1/4 × 10 7/8 in). Signed and dated 'Rotella 61' lower left and titled 'Riconoscimento' on the reverse.

Estimate £6,000–8,000 \$9,200–12,300 €7,200–9,600 ‡


PROVENANCE Malinda Wyatt Gallery, Venice, California



152 **GIULIO PAOLINI** b. 1940

Study for Cleopatra, 1982

Photographic collage on paper. 50 × 70 cm (19 3/4 × 27 1/2 in). Signed and dated 'Giulio Paolini 1982' on the reverse.

Estimate £6,000–8,000 \$9,200–12,300 €7,200–9,600 

PROVENANCE Private Collection, Milan

EXHIBITED Paris, Galerie Yvon Lambert, *Giulio Paolini*, November–December 1982


LITERATURE G. Paolini and R. Denizot, *De bouche à oreille Hearsay*, Paris, 1982, n.p. (illustrated)



153 **JAUME PLENSA** b. 1955

Untitled (Hands), 2007

Cast bronze and oil wick. 20.5 × 21.5 × 9.5 cm (8 × 8 1/2 × 3 3/4 in). Incised with artist's monogram and numbered of 7 on the underside. This work is from an edition of 7.

Estimate £5,000–7,000 \$7,700–10,800 €6,000–8,400 


PROVENANCE Acquired directly from the artist by the present owner



154 **LUIGI ONTANI** b. 1943

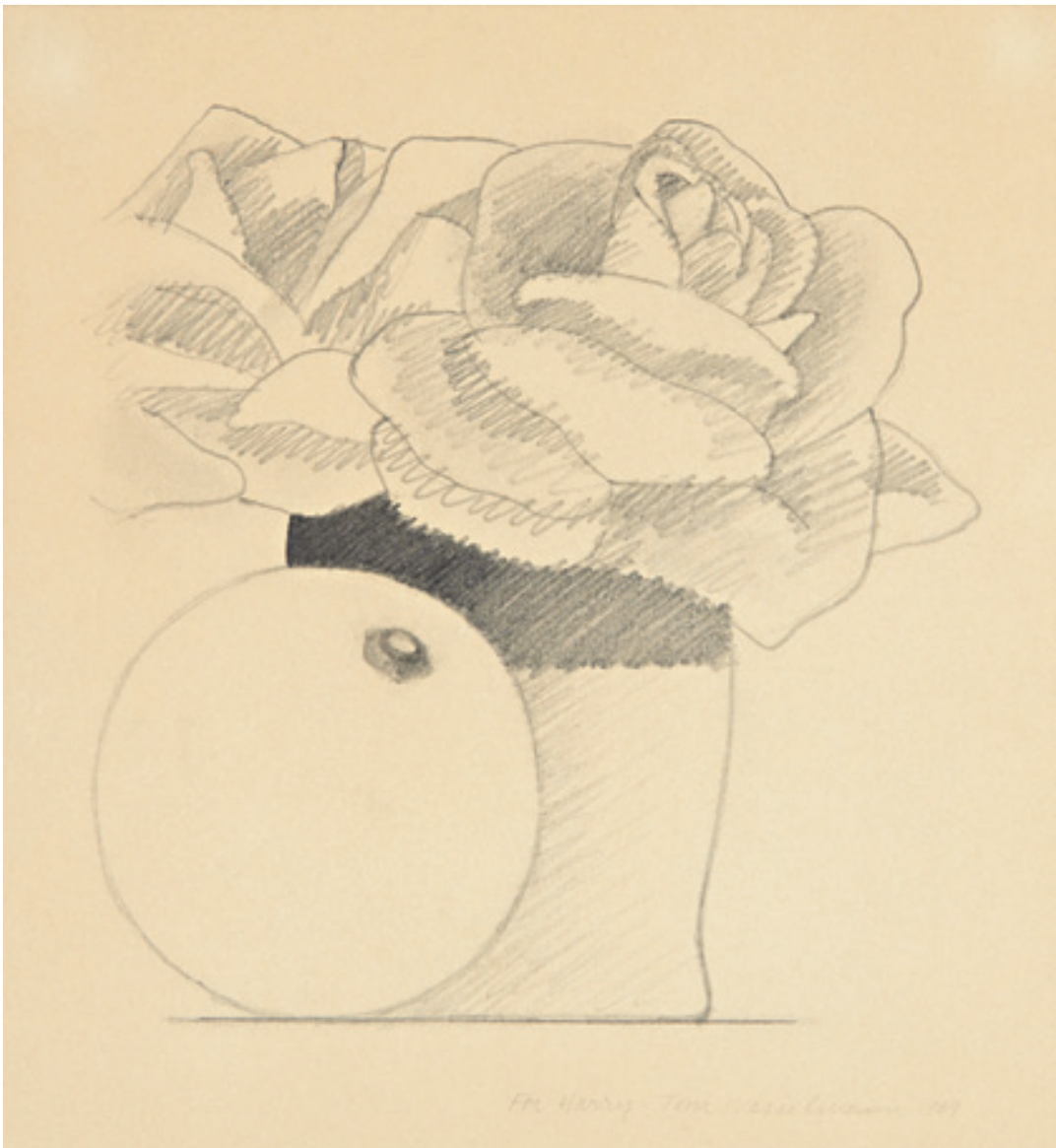
Architettura mappamondo, 1980

Papier-mâché mask. 40 × 16 × 11 cm (15 3/4 × 6 1/4 × 4 3/8 in). Signed 'Luigi Ontani' on the reverse.

Estimate £10,000–15,000 \$15,400–23,100 €12,000–17,900 

PROVENANCE Private Collection, Turin

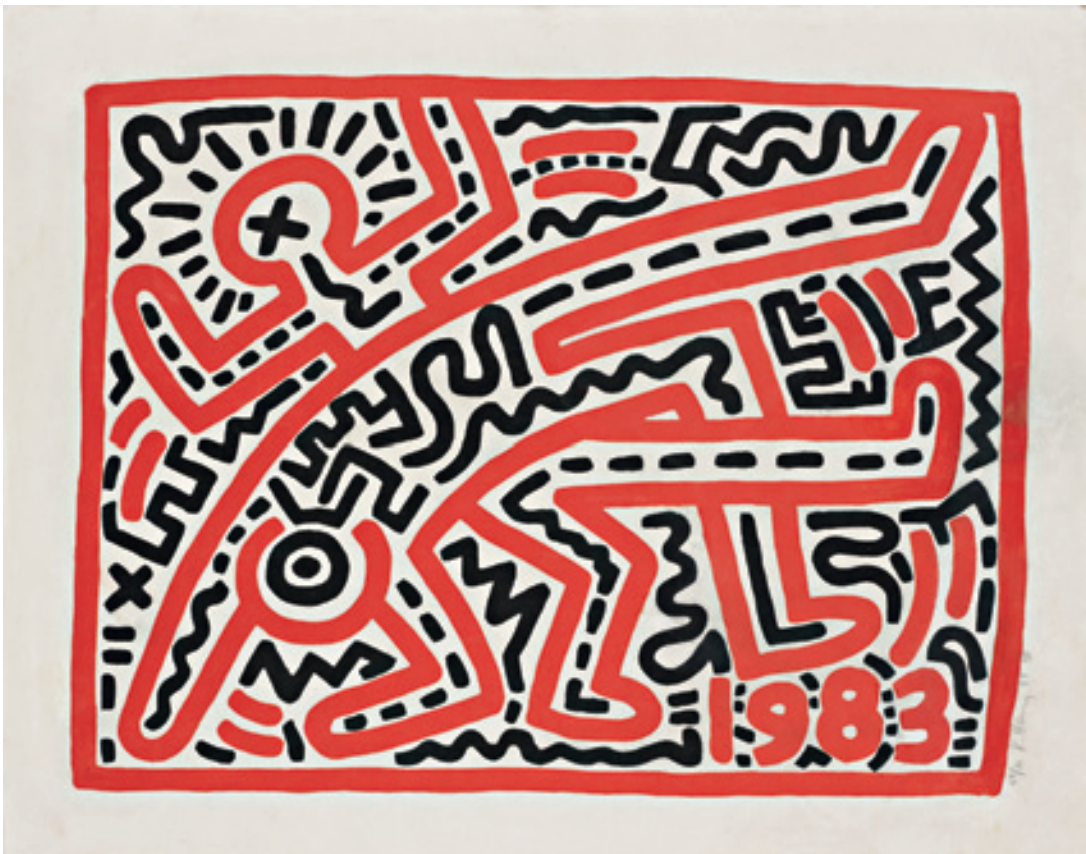
EXHIBITED Turin, Galleria Arco, *Luigi Ontani*, April–May 1989



155 **TOM WESSELMANN** 1931–2004
Still Life with Flowers and Fruit, 1969
 Graphite on paper. 19.1 × 17.8 cm (7 1/2 × 7 in). Signed, dedicated and dated 'For Harry Tom Wesselmann 1969' lower right.

Estimate £8,000–12,000 \$12,300–18,500 €9,600–14,300 ₺

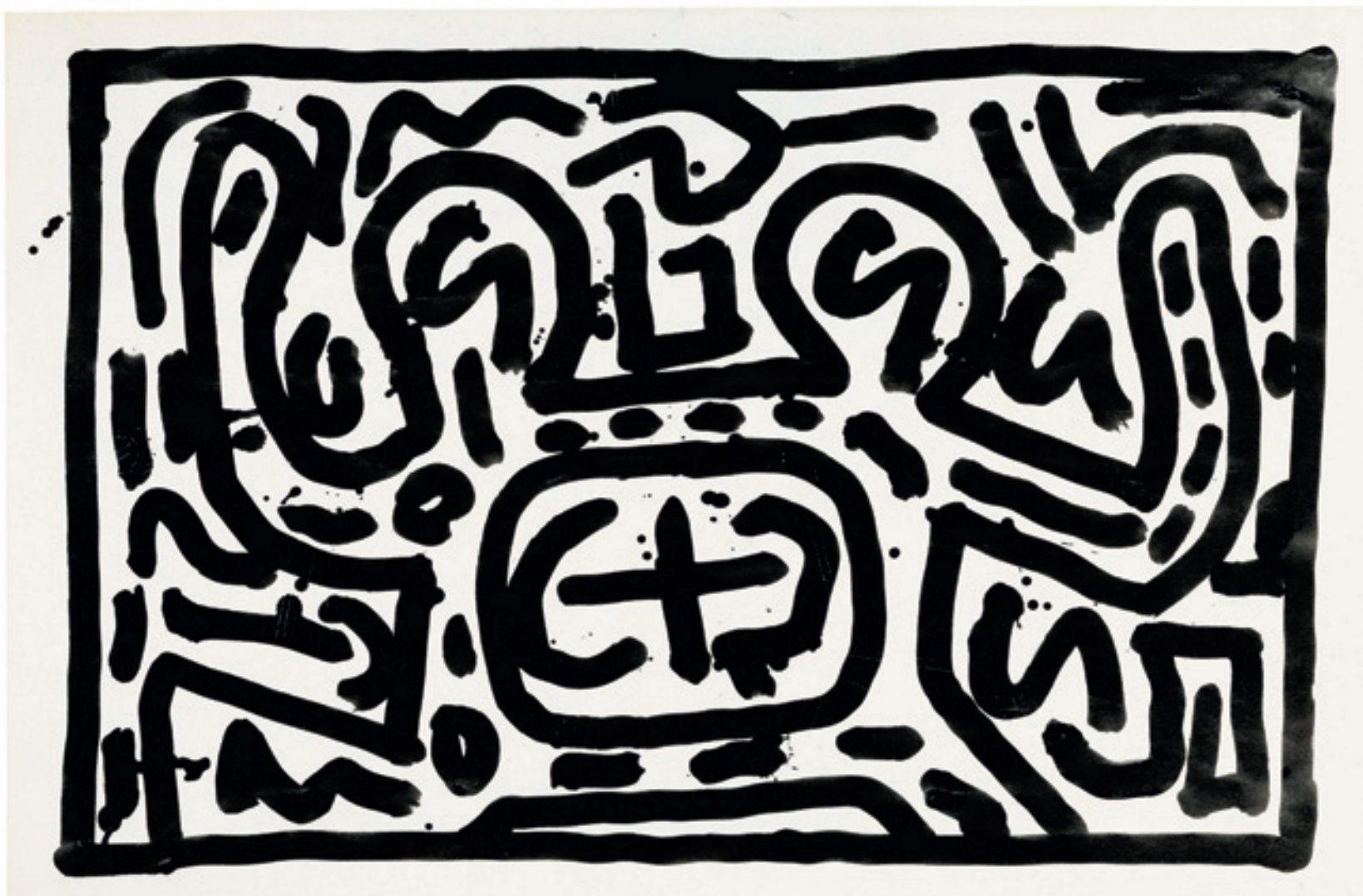
PROVENANCE The Estate of Mrs Harry N. Abrams, New York



156 **KEITH HARING** 1958–1990
Untitled, 1983
 Colour woodcut. 60.4 × 75.3 cm (23 3/4 × 29 5/8 in). Signed, numbered of 60 and dated 'K. Haring 83' lower right. This work is from an edition of 60 plus 6 artist's proofs.

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

PROVENANCE Private Collection, California
LITERATURE K. Littman, *Keith Haring: Editions on Paper 1982–1990*, Ostfildern-Ruit, 1993, p.28 (illustrated)



157 **KEITH HARING** 1958–1990

Untitled, 1981

Gouache and India ink on paper. 58 × 89 cm (22 7/8 × 35 in). Signed and dated 'K. Haring Nov.18. 81' on the reverse. This work is accompanied by a certificate of authenticity issued by the Estate of Keith Haring.

Estimate £30,000–40,000 \$46,200–61,600 €35,800–47,800 ₺

PROVENANCE Tony Shafrazi Gallery, New York



158 **ANDY WARHOL** 1928–1987

Cow, 1966

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

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

PROVENANCE Private Collection, London

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



159 **ANDY WARHOL** 1928–1987

Flowers, 1980

Woven tapestry. 185 × 185 cm (72 7/8 × 72 7/8 in). Woven signature 'Andy Warhol' lower right. The Warhol copyright is woven on the reverse. This work was published by Modern Master Tapestries, New York, in an edition of 20.

Estimate £7,000–9,000 \$10,800–13,900 €8,400–10,800 †

PROVENANCE Private Collection, Germany

160 **TOM WESSELMANN** 1931–2004

Still Life with Blonde and Goldfish, 2000

Mixographia print. 69.8 × 84.1 cm (27 1/2 × 33 1/8 in). Signed 'Wesselmann' and numbered of 75 lower right. This work is from an edition of 75.

Estimate £5,000–7,000 \$7,700–10,800 €6,000–8,400 ‡

PROVENANCE Private Collection, California





161 **MARC QUINN** b.1964

Winter Garden, 2004

Complete portfolio of eight colour pigment prints on Somerset Paper. Each: 83.6 x 124 cm (32 7/8 x 48 7/8 in). Each signed 'Marc Quinn' on the reverse. This work is from an edition of 59 plus 10 artist's proofs.

Estimate £12,000–18,000 \$18,500–27,700 €14,300–21,500 ♣†

PROVENANCE Private Collection, London






162 **MARC QUINN** b. 1964

Drowned World, 2008

Bronze with heat-treated chrome patina. 35 × 10.2 × 10.2 cm (13 3/4 × 4 × 4 in).

Initialed and dated 'MQ 2008' numbered of 45 on the base. This work is from an edition of 45.

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

PROVENANCE White Cube, London



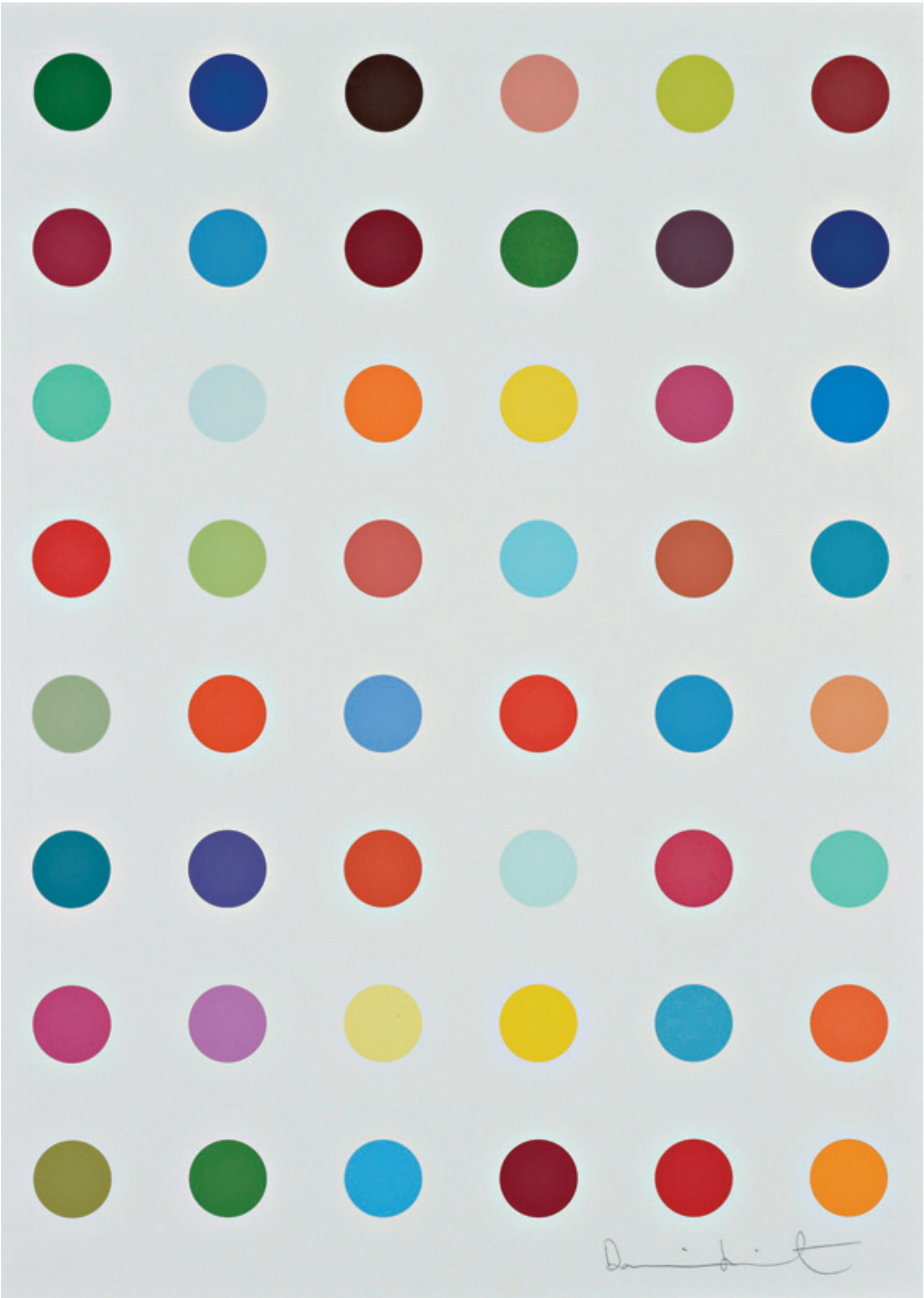
163 **YVES KLEIN** 1928–1962

Petite Venus Bleue, 1956–57

IKB bronze sculpture in Perspex box lined with gold leaf. 12 × 9.4 × 7.6 cm (4 7/8 × 3 3/4 × 3 in). Numbered of 500 on the reverse. This work is from an edition of 500 and is accompanied by a certificate of authenticity.

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

PROVENANCE Private Collection, Milan



164 **DAMIEN HIRST** b.1965

Oleoylsarcosine, 2008

Colour etching, 85.1 x 62.5 cm (33 1/2 x 24 5/8 in). Signed 'Damien Hirst' lower right. This work is unique and registered in the Damien Hirst Archive under number DHP 12119.

Estimate £10,000–15,000 \$15,400–23,100 €12,000–17,900 ♣ †

PROVENANCE Private Collection, London



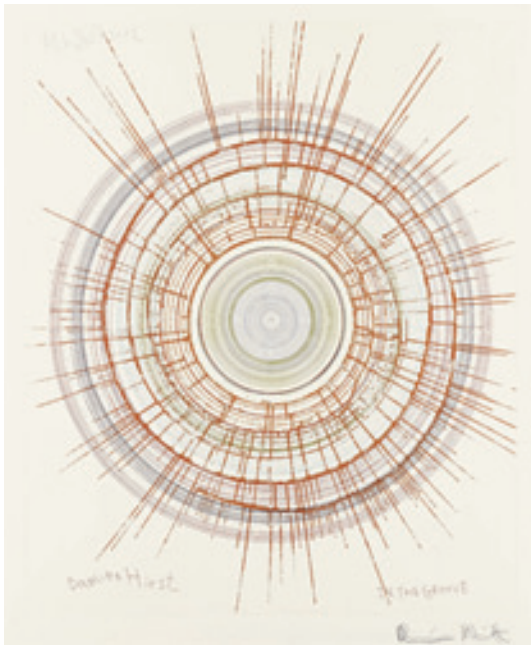
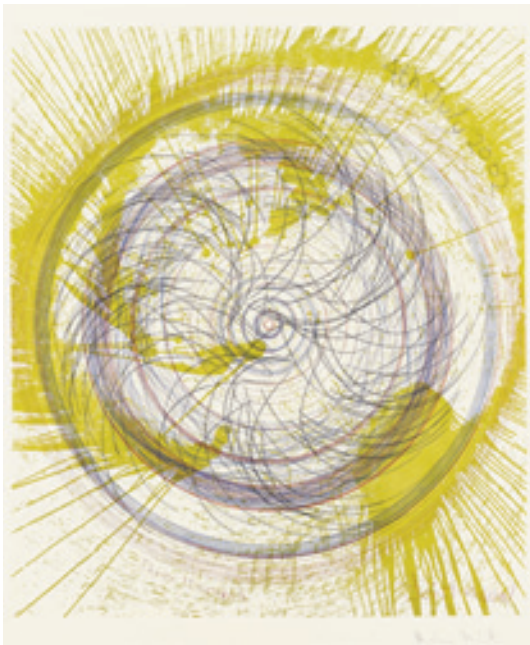
165 **DAMIEN HIRST** b.1965

Happiness, 2008

Syringes, butterflies, pills, resin and household gloss paint on canvas. 37.5 × 45 cm (14 3/4 × 17 3/4 in). Signed 'DHirst' lower centre. This work is unique and is registered in the Damien Hirst Archive under number DHS11655.

Estimate £30,000–40,000 \$46,200–61,600 €35,800–47,800 ♣ †

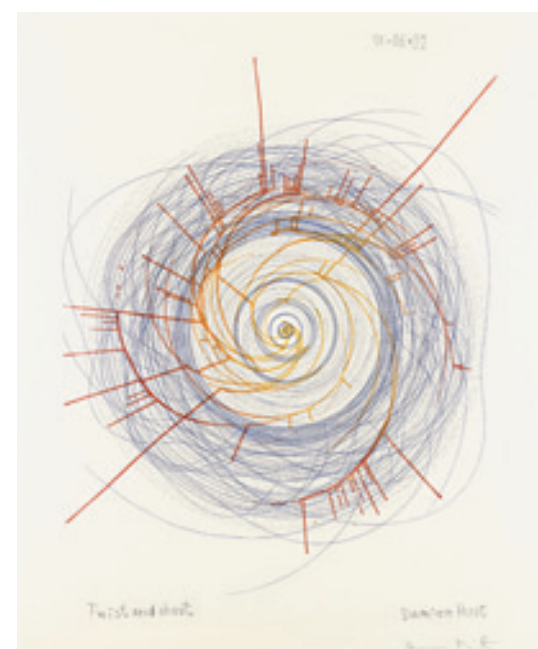
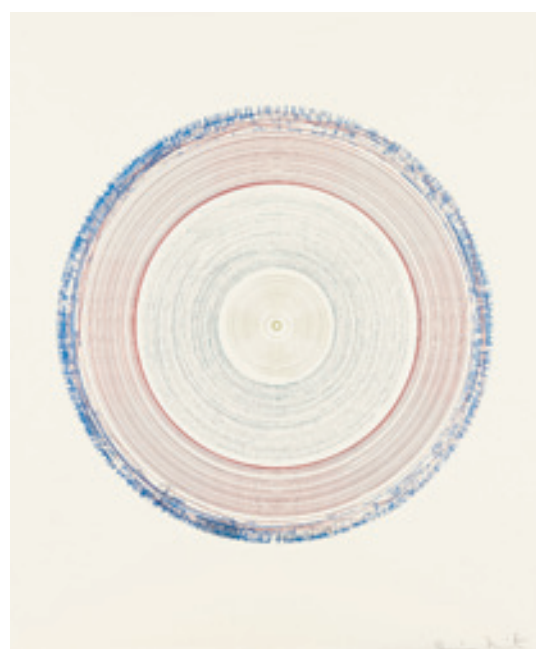
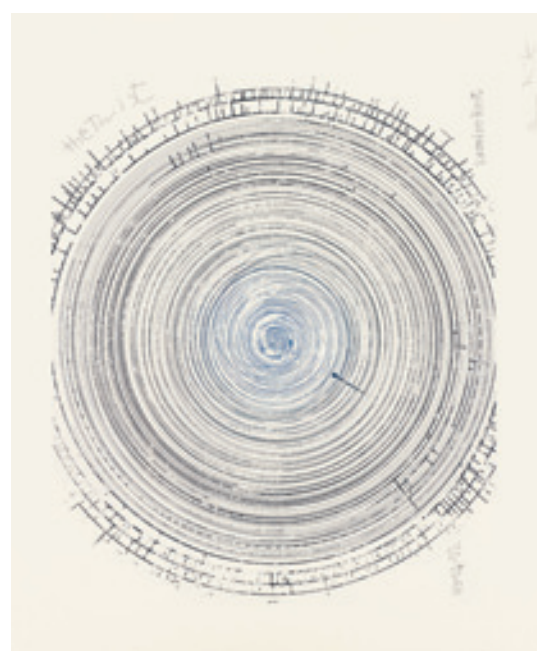
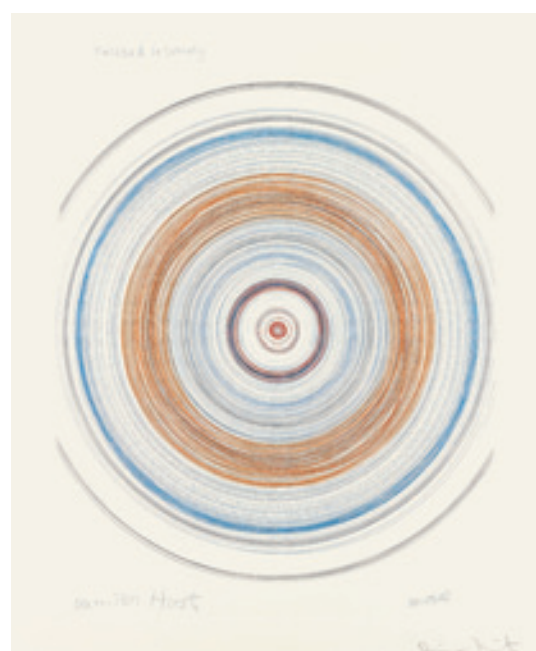
PROVENANCE Private Collection, London



166 **DAMIEN HIRST** b.1965
In a Spin, the action and the world on things, Volume II, 2002
Portfolio of 14 colour etchings on 350 gsm Hahnemuehle paper, colophon and box. Each: 111.1 × 91.4 cm (43 3/4 × 36 in). Signed 'Damien Hirst' in pencil lower right of each sheet. Numbered of 68 on the colophon. This work is from an edition of 68.

Estimate £25,000–35,000 \$38,500–53,900 €29,900–41,800 ♣†

PROVENANCE Private Collection, London





167 **RICHARD WRIGHT** b. 1960
Untitled, c. 2004
Ink on paper. 81.4 × 116.9 cm (32 × 46 in).

Estimate £7,000–9,000 \$10,800–13,900 €8,400–10,800 ♣

PROVENANCE Cubitt Gallery, London



168 **RYAN MCGINNESS** b.1971

An(n)us Mirabilis, 2006

Acrylic on linen. 243.8 × 243.8 cm (96 × 96 in).

Estimate £15,000–20,000 \$23,100–30,800 €17,900–23,900 †

PROVENANCE Deitch Projects, New York

EXHIBITED London, Royal Academy of Arts, *USA Today: New American Art from The Saatchi Gallery*, 6 October–4 November 2006

LITERATURE M. Dailey and N. Rosenthal, *USA Today: New American Art from The Saatchi Gallery*, exh. cat., Royal Academy of Arts, London, 2006, pp.242–43 (illustrated); M. Henry, *Abstract America: New Painting and Sculpture*, exh. cat., London, 2008, pp.246–47 (illustrated)



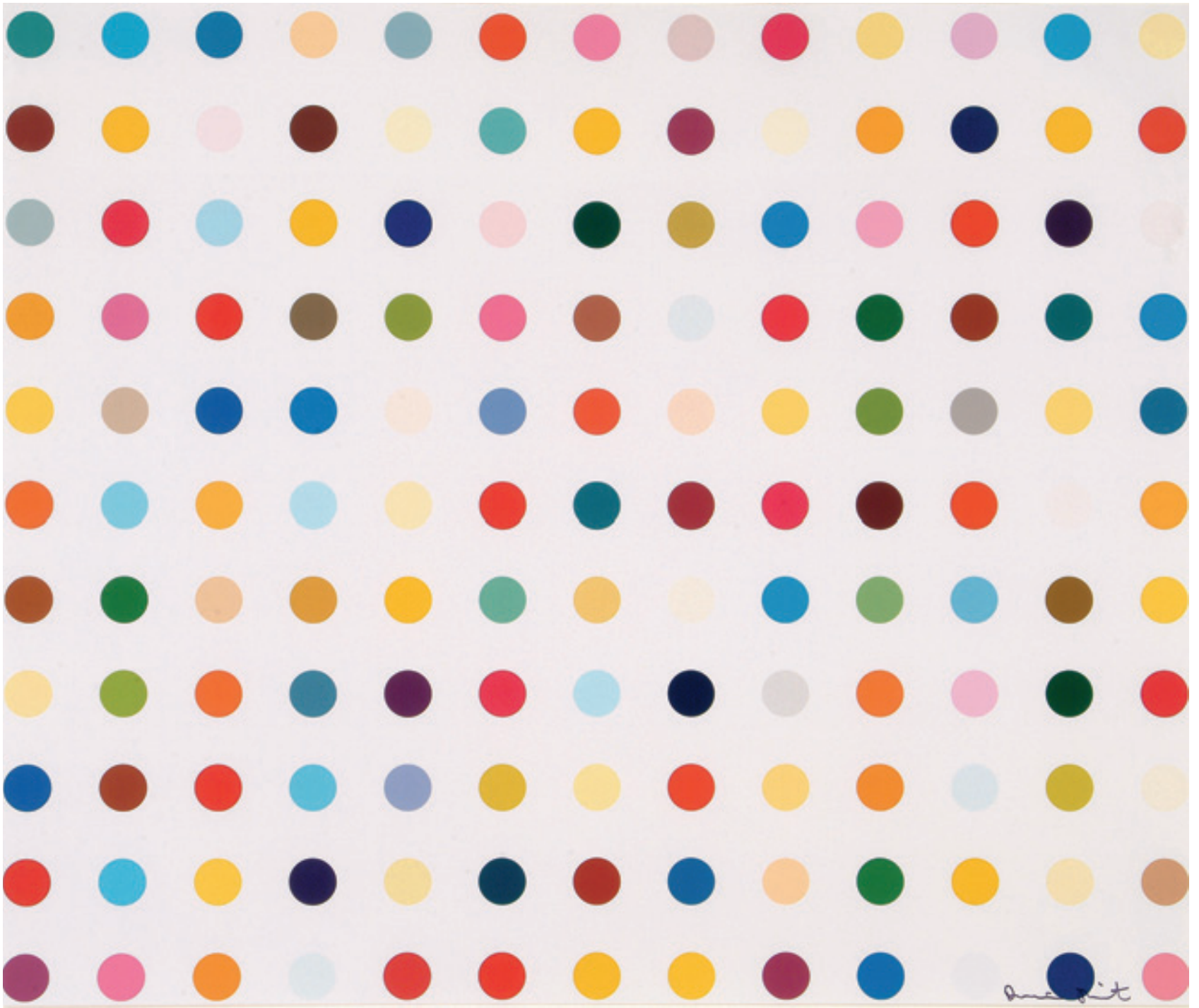
169 **DAMIEN HIRST** b. 1965

Beautiful, Galactic, Exploding, 2001

Colour screenprint. 91.9 × 91.9 cm (36 1/8 × 36 1/8 in). Signed 'Damien Hirst' lower right. This work is from an edition of 500.

Estimate £6,000–8,000 \$9,200–12,300 €7,200–9,600 ♣†

PROVENANCE Eyestorm, London



170 **DAMIEN HIRST** b. 1965

Lysergic Acid Diethylamide, 2000

Lambda print. 106.7 × 127 cm (42 × 50 in). Signed 'Damien Hirst' lower right.

This work is from an edition of 300.

Estimate £5,000–7,000 \$7,700–10,800 €6,000–8,400 ♣ †

PROVENANCE Eyestorm, London



171 **DAMIEN HIRST** b.1965

Pharmacy Cross Banquette, 1997–98

Two parts: wooden banquette upholstered with green cloth, stuffed with foam. Each part approximately 75 × 348 × 178 cm (29 1/2 × 137 × 70 1/8 in). Each half attached with Rx logo and patches with artist's signature; inscribed with artist's signature on a plaque on backing of each section.

Estimate £10,000–15,000 \$15,400–23,100 €12,000–17,900 ♣ ‡

PROVENANCE Damien Hirst's Pharmacy, Sotheby's, London, 18 October 2004, lot 73; acquired from the above by the present owner





172 **GARY HUME** b. 1962

Spring Angels, 2000

Eight colour screenprints. Each: 124.5 × 101.6 cm (49 × 40 in). Each signed, titled and dated 'Angel Gary Hume 00' along the lower margin. These works are from an edition of 45.

Estimate £8,000–12,000 \$12,300–18,500 €9,600–14,300 ♣ †

PROVENANCE Paragon Press, London





173 **PETER DOIG** b. 1959

High Way 2, 1999

Oil on thin board. 41.9 × 59.1 cm (16 1/2 × 23 1/4 in). Signed and titled 'Peter Doig Highway 2' on the reverse.

Estimate £60,000–80,000 \$92,400–123,000 €71,700–95,600 ♠†

PROVENANCE Contemporary Fine Arts, Berlin; Bruno Brunnet, Berlin

EXHIBITED *Peter Doig, Works on Paper*: Dallas Museum of Art, 12 September–20 November 2005; Vero Beach, The Gallery at Windsor, 4 December – 1 March 2006; Toronto, Art Gallery of Ontario, March–June 2006

LITERATURE Kadee Robbins, with an introduction by Margaret Atwood, *Peter Doig: Works on Paper*, New York, 2006, p. 74 (illustrated)





174 **PETER DOIG** b.1959

Two works: (i) *Big Sur*; (ii) *Haus der Bilder* from *100 Years Ago*, 2000–01

Colour etchings. (i) 114 × 160.5 cm (44 7/8 × 63 1/4 in); (ii) 90.5 × 109.5 cm (35 5/8 × 43 1/8 in). Each signed and numbered of 46. These works are from an edition of 46.

Estimate £5,000–7,000 \$7,700–10,800 €6,000–8,400 ♣†

PROVENANCE Paragon Press, London

HAUS DER BILDER





175 **MARLENE DUMAS** b.1953

Cultivated Emotion, 1986

Watercolour and ink on paper. 22.9 x 27.9 cm (9 x 11 in). Signed 'M DUMAS' lower left, inscribed 'The art Lover' along lower edge, titled, further inscribed and dated 'Cultivated Emotion 1986 (hand drawn 23 times)' along upper edge.

Estimate £6,000–8,000 \$9,200–12,300 €7,200–9,600 ♣

PROVENANCE Private Collection, Europe



176 **DANIEL RICHTER** b. 1962
Haunted, 2003
 Oil, graphite and Scotch tape on paper. 50.4 × 51.4 cm (19 7/8 × 20 1/4 in).
 Signed and dated 'Daniel Richter 03' on the reverse.

Estimate £7,000–9,000 \$10,800–13,900 €8,400–10,800 ♣

PROVENANCE Contemporary Fine Arts, Berlin



THIS LOT IS SOLD WITH NO RESERVE

177 **DANA SCHUTZ** b. 1976
Untitled, 2005
 Dyed wool tapestry. 244.3 × 211 cm (96 1/8 × 83 3/8 in). This work is from an edition of 100.

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

PROVENANCE Private Collection, London



178 **MAXIM KANTOR** b.1957

Newspaper, 2004

Oil on canvas. 160 × 240 cm (63 × 94 1/2 in). Signed in Cyrillic 'MAXIM' upper left. Signed, titled and dated 'Maxim Kantor Newspaper 2004' on the reverse.

Estimate £35,000–45,000 \$53,900–69,300 €41,800–53,700

PROVENANCE Acquired directly from the artist

EXHIBITED *Maxim Kantor – New Empire*: Osnabrück, Felix Nussbaum Museum, 12 December 2004–20 February 2005; Luxembourg, Centre Cultural de Rencontre, 3 November–2 December 2005; Berlin, Akademie de Künste, 15 December 2005–29 January 2006; Venice, Querini Stampalia Fondazione, *Maxim Kantor*, 4 March–20 April 2005; Belfast, Ulster Museum, *Maxim Kantor – Metropolis*, 29 June–2 October 2005; Duisburg, Museum Küppersmühle, *Maxim Kantor*, 15 February–29 April 2006; Oxford, Mansfield Chapel, *Reconstruction of the Babel Tower*, 2–18 May 2010; Brussels, Dominican Cathedral, *Maxim Kantor – Revelatio Johannis Apostoli*, 23 May–8 June 2010

LITERATURE F. Arrobal, V. Hosle, D. Lejeune and D. Akimova, *Maxim Kantor: New Empire*, Bramsche, 2005, pp.90–91 (illustrated); T. Negri, V. Hosle, M. Kantor, *One is Enough*, Moscow, 2010, p.190 (illustrated)

The newspaper pages depicted by Maxim Kantor illustrate the central aspects of a political system in which the realization of most private individuality dominates the media.

The title is referred to the text depicted in the upper right corner: "Revelatio Ioannis Apostoli", or The Revelation of St John the Divine (or The Apocalypse). The book, written by the Apostle on the island of Patmos, is interpreted by Kantor in *Newspaper* like a kind of newspaper documenting the end of days.



179 **A. R. PENCK** 1939

Untitled (...das blaue Huhn), 1990

Acrylic on linen. 180 × 140 cm (70 7/8 × 55 1/8 in). Signed 'ar penck' lower right.

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

PROVENANCE Galerie Hänel, Frankfurt



180 **HERMANN NITSCH** b.1938

Process, 1982

Collage on canvas. 238.7 × 141 cm (94 × 55 1/2 in). Signed and dated 'Hermann Nitsch 1982' on the stretcher bar.

Estimate £15,000–20,000 \$23,100–30,800 €17,900–23,900 ♠ †

PROVENANCE Galerie Fred Jahn, Munich

EXHIBITED London, Saatchi Gallery, *The Triumph of Painting*, 26 January–30 October 2005

LITERATURE *The Triumph of Painting*, exh. cat., Saatchi Gallery, London 2005, pp.96–97 (illustrated)





PROPERTY FROM THE KIT FINANCE COLLECTION

181 **THOMAS SCHEIBITZ** b. 1968

Familienbild, 2002

Acrylic on canvas. 200 × 280 cm (79 × 110 1/4 in). Signed, titled and dated 'Thomas Scheibitz Familienbild 2002' on the reverse.

Estimate £30,000–50,000 \$46,200–77,000 €35,800–59,700 ♣ ‡

PROVENANCE Barbara Thumm, Berlin; Private Collection, UK



182 **DIRK SKREBER** b.1961

O.T. Überschwemmung, 2000

Oil and tape on canvas. 290.2 × 170.2 cm (114 1/4 × 67 in).

Estimate £50,000–70,000 \$77,000–108,000 €59,700–83,600 ♣ †

PROVENANCE Galerie Luis Campaña, Berlin






183 **GÜNTHER FÖRG** b.1952

Untitled, 1987

Five parts: acrylic on lead on wooden panel. Each: 60.3 × 40.6 cm (23 3/4 × 16 in). Each signed, numbered from 1 to 5 and dated 'Förg 87' on the reverse.

Estimate £25,000–35,000 \$38,500–53,900 €29,900–41,800 

PROVENANCE Private Collection, Europe





184 **GÜNTHER FÖRG** b.1952
Vertigo, 1988
 Four parts: acrylic on paper. Each: 70 × 55 cm (27 1/2 × 21 5/8 in).
Estimate £8,000–12,000 \$12,300–18,500 €9,600–14,300 ♣
PROVENANCE Acquired directly from the artist



185 **LIAM GILLICK** b. 1964

Isolation Screen (The What if? Scenario), 1996

Two synthetic cloth sheets. 161 × 390.5 cm (63 3/8 × 153 3/4 in).

Estimate £15,000–20,000 \$23,100–30,800 €17,900–23,900 ♣

PROVENANCE Robert Prince Gallery, London



The San Francisco Mission School is one of the most important American art movements in recent history. The movement, in which the artists Margaret Kilgallen (lot 187) and Barry McGee (lot 186) are pivotal, can be seen as a regional expression of the larger 'low brow' art movement which emerged in the 1990s. It references the bohemian, hobo and urban street culture aesthetic of the Mission neighbourhood in San Francisco by using non-traditional materials such as pen, found objects, spray and household paint.

Kilgallen, who died in 2001, is best known for her line work and text, in which she found the beauty in the imperfect while striving for the perfect. Her work here consists of hand-painted signs which recall shop windows in the Mission neighbourhood. The messages in her work range from the witty to the sincere, all the while maintaining their homemade aesthetic.

McGee, on the other hand, is drawn towards the characters who inhabit the Mission's streets and the graffiti which adorn the walls. Both artists have had a profound impact upon the art world and have gained international followings, as demonstrated by the museum and gallery exhibitions of their work seen worldwide.

186 **BARRY MCGEE** b.1966

Untitled, c. 1993–96

Etching and graphite on hand-stitched paper sheets laid on wooden panel. 244.2 × 25.4 cm (96 1/8 × 10 in).

Estimate £8,000–12,000 \$12,300–18,500 €9,600–14,300 ₺

PROVENANCE Private Collection, California

EXHIBITED San Francisco, Yerba Buena Center for the Arts, *Bay Area Now 2*, 20 November 1999–13 February 2000



187 **MARGARET KILGALLEN** 1967–2001

Untitled, c. 1997

Four parts: acrylic on plywood. 15.2 × 45.7 cm (6 × 18 in); 19.7 × 18 cm (7 3/4 × 7 1/8 in);
33.7 × 13.7 cm (13 1/4 × 5 3/8 in); 15 × 33 cm (5 7/8 × 13 in).

Estimate £20,000–30,000 \$30,800–46,200 €23,900–35,800 ₺

PROVENANCE Deitch Projects, New York; Private Collection, New Jersey;
Private Collection, California

EXHIBITED New York, The Drawing Center, *Three Sheets to the Wind*, 1997



188 **SERGEY VOLKOV** b.1956

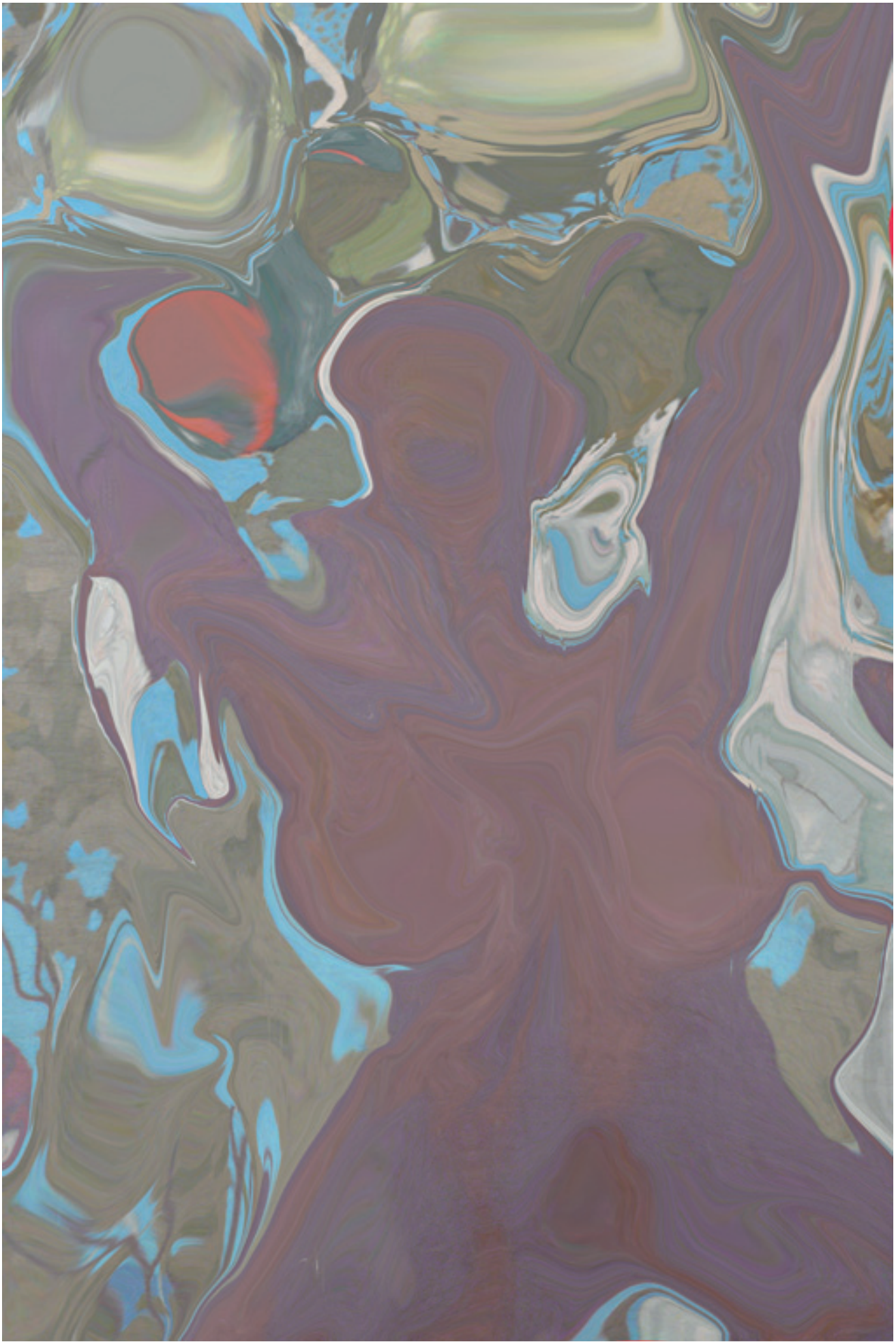
Untitled from the series *Signs (Music)*, 1988

Oil on fibreboard. 120 × 100 cm (47.5 × 39 3/8 in). Signed, titled in Cyrillic and dated 'Volkov S.E. 1988 from Signs (Music) series' on the reverse.

Estimate £10,000–15,000 \$15,400–23,100 €12,000–17,900 ♣

PROVENANCE Private Collection, Europe

EXHIBITED London, Haunch of Venison, *Glasnost: Soviet Non-Conformist Art from the 1980s*, 16 April–26 June 2010



189 **REY GOST** b. 1966

Big Bang, 2009

Inkjet print, Diasec. 140 × 100 cm (55 1/8 × 39 3/8 in).

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

PROVENANCE Private Collection, Europe

190 **LISA YUSKAVAGE** b. 1962

Warm one on a Pedastal, 2000

Watercolour and gouache on paper. 28.5 × 20.5 cm (11 1/4 × 8 in). Signed and dated 'Lisa Yuskavage 2000' on the reverse.

Estimate £20,000–30,000 \$30,800–46,200 €23,900–35,800

PROVENANCE Marianne Boesky Gallery, New York



191 **ALEXANDER ROITBURD** b.1961

The Farewell of Hector and Andromache Opus # 1, 2010

Oil on canvas. 150 × 100 cm (59 × 39 3/8 in). Signed in Cyrillic and dated 'Roitburd 2010' on the reverse.

Estimate £25,000–35,000 \$38,500–53,900 €29,900–41,800 ₺

PROVENANCE Collection Gallery, Kiev

The Ukrainian painter Alexander Roitburd is an artist whose practice encompasses irony and sensuality, narration and the broken image. In this way, his work epitomises the art of the post-Soviet era. Between 1992 and 1993, Roitburd created two series of paintings entitled *Life of the King (Ludwig)* and *The Portrait of a Lady in White*, both of which represent the summit of what might be called the Ukrainian neo-baroque aesthetic, best described as possessing a rich and sensuous painted surface and, in its purest form, impregnated with a kind of sacral madness. Both of these series are collages made from fragmented reproductions of the 1887 portrait of King Ludwig II of Bavaria by Gabriel Schachinger and *Portrait of a Lady in White* (1553) by Titian. Even though the method used is the same, the two series are somewhat different. If it is possible to follow a narrative logic in *Ludwig*, there is no such readable transformation in *Portrait of a Lady in White*, where instead there is a morphing of interchangeable elements "without beginning or end". In both cases, the the audience is drawn into a psychedelic universe of phallic hallucinations.

In his series of paintings, *The Farewell of Hector and Andromache*, from 2010, Roitburd elaborates on these psychedelic collages. This time the raw material is not quotations from historical art, but painted fragments of human flesh recalling both classical art and the paintings of Giorgio de Chirico. The result is a monumental, quasi-pornographic drama where the brutalised flesh replaces the very notion of the sacred classical image.



Alexander Roitburd, *Life of the King (Ludwig)*, 1992–93

Photos provided by the PinchukArtCentre, 2009 © AlexanderRoitburd. Photos by Sergey Ilin. B





192 **ALEXANDER KLYMENKO** b.1963
Goa New Year Party from the series *Solar Hedonism, Goa*, 2009
 Acrylic on canvas. 70 × 180 cm (27 1/2 × 70 7/8 in). Signed and titled in Cyrillic
 'Alexander Klymenko Goa New Year party' on the reverse.

Estimate £5,000–7,000 \$7,700–10,800 €6,000–8,400 ₺

PROVENANCE Art-Agent Ukr Gallery, Kiev
EXHIBITED Kiev, Modern Art Research Institute, GOA, 16 June–1 August 2009



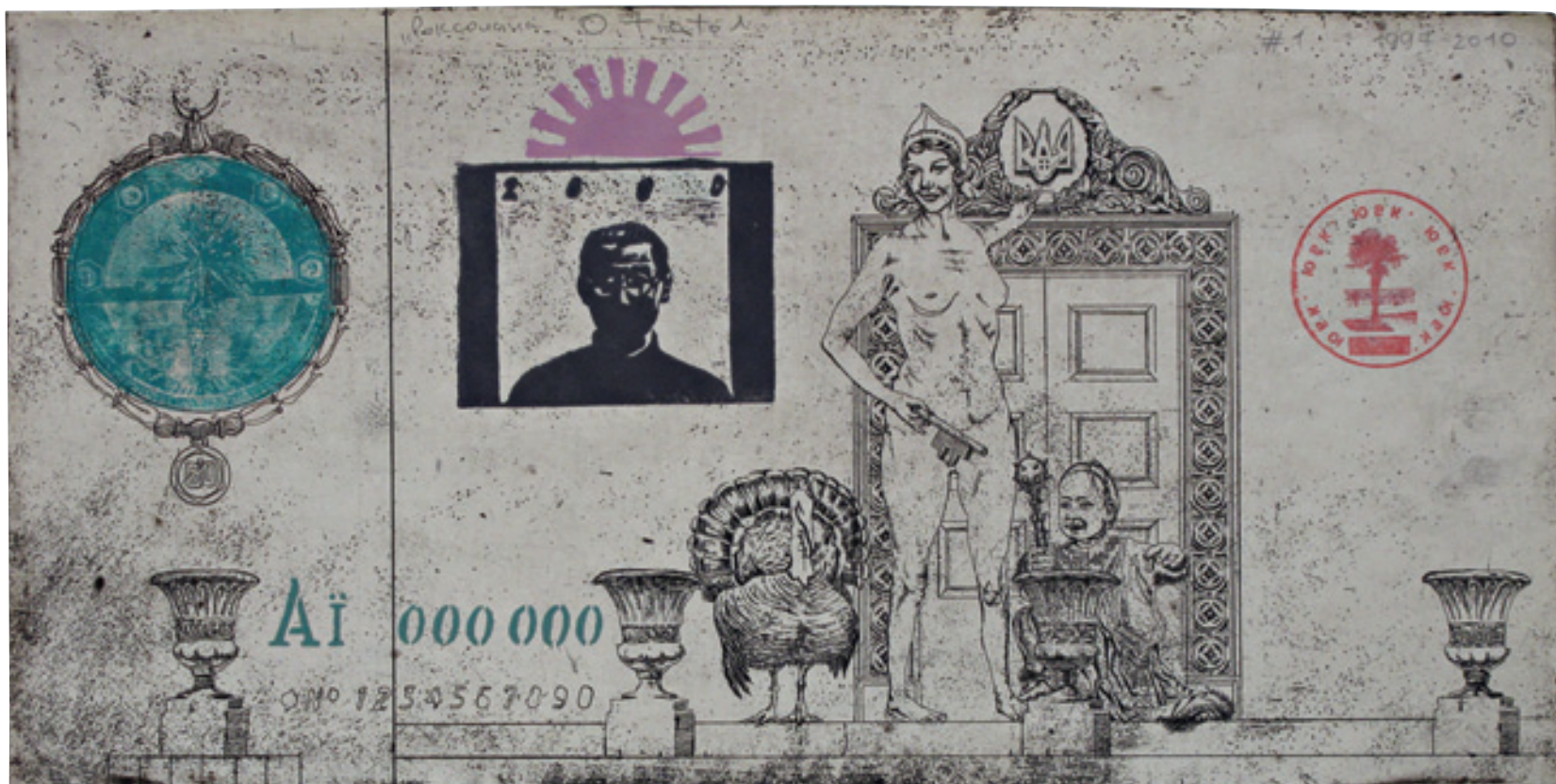
193 **OLEG KUDRYASHOV** b.1932
Construction, plate N 2582, 2003
 Gouache and drypoint etching on constructed three-dimensional collage on
 paper laid on wooden panel. 122 × 79.4 × 25 cm (48 × 31 1/2 × 9 7/8 in). Signed
 in Cyrillic and dated 'Oleg Kudryashov 03' lower right; titled in Cyrillic 'Plate N
 2582' lower left.

Estimate £5,000–7,000 \$7,700–10,800 €6,000–8,400 ⬆

PROVENANCE Acquired directly from the artist; Private Collection, London



(i)



(ii)

194 **OLEG TISTOL** b.1960

Two works: (i) *The Reunification*; (ii) *Roxelana* from *Ukrainian Money* project, 1997–2010

Two works: relief etchings. Each: 24 × 48 cm (9 1/2 × 18 7/8 in). (i) Signed, titled in Cyrillic and dated 'The Reunification O.Tistol #1 1997–2010' along upper edge; (ii) signed, titled in Cyrillic and dated 'Roxelana O.Tistol #1 1997–2010' along upper edge.

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

PROVENANCE Art-Agent Ukr Gallery, Kiev



195 **YEVGENIY FIKS** b. 1972

Portrait of Esther Moroze (Communist Party USA), 2007

Oil on canvas. 91 × 120 cm (36 × 48 in). Signed on the reverse.

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

PROVENANCE Barbarian Art Gallery by Natasha Akhmerova, Zurich



196 **KERIM RAGIMOV** b.1970

Mercedes-Benz ML43/Shishkin, 2002

Oil on canvas. 198.1 × 302.3 cm (78 × 119 in). Signed, titled and dated
'Ragimov Mercedes-Benz ML43/Shishkin 2002' lower centre.

Estimate £8,000–12,000 \$12,300–18,500 €9,600–14,300 ♣ †

PROVENANCE Marina Gisich Gallery, St Petersburg

EXHIBITED St Petersburg, Marina Gisich Gallery, *Kerim Ragimov: Road Off*, 2003



197 **ADAM CVIJANOVIC** b.1960

Sassy Sally, 2003

Flashe vinyl paint and latex on Tyvek sheet. 259 × 495 cm (102 × 194 7/8 in).

Estimate £10,000–15,000 \$15,400–23,100 €12,000–17,900 †

PROVENANCE FA Projects, London

EXHIBITED London, FA Projects, *Adam Cvijanovic*, April–May 2006

LITERATURE M. Dailey and N. Rosenthal, *USA Today: New American Art from The Saatchi Gallery*, exh. cat., Royal Academy of Arts, London, 2006, p.104–05 (illustrated)





198 **TIMOFEY CARAFFA-KORBUT** b. 1975

Kangaroo, 2008

Oil on canvas. 210 × 360 cm (82 3/4 × 141 3/4 in). Signed in Cyrillic and English
'Timofey Caraffa' lower right.

Estimate £5,000–7,000 \$7,700–10,800 €6,000–8,400 ±

PROVENANCE Acquired directly from the artist



199 MARCUS HARVEY b. 1963

Reader's Wife I, 1993

Oil on canvas. 212 × 212 cm (83 1/2 × 83 1/2 in).

Estimate £12,000–18,000 \$18,500–27,700 €14,300–21,500 ♣ †

PROVENANCE White Cube, London

EXHIBITED *Sensation: Young British Artists from the Saatchi Gallery*: London, Royal Academy, 1997; Berlin, National Galerie, Hamburger Bahnhof, 1998; New York, Brooklyn Museum of Art, 1999; London, Saatchi Gallery, *Ant Noises*, 2000; Tate Liverpool, *Bad for Bad People*, March–December 2006

LITERATURE S. Kent, *Shark Infested Waters: The Saatchi Collection of British Art in the 90s*, London, 1994, p. 149 (illustrated); S. Kent, R. Cork, D. Price, *Young British Art: The Saatchi Decade*, London, 1999, p. 148 (illustrated)



200 **VLADIMIR DUBOSSARSKY** b. 1964
and ALEXANDER VINOGRADOV b. 1963

Motorcyclists, 2005

Triptych: oil on canvas. Overall: 194 × 435 cm (76 3/8 × 171 1/4 in). Signed in Cyrillic and dated 'Vinogradov Dubossarsky 2005' lower right.

Estimate £30,000–40,000 \$46,200–61,600 €35,800–47,800 ♣


PROVENANCE Gallery XL, Moscow



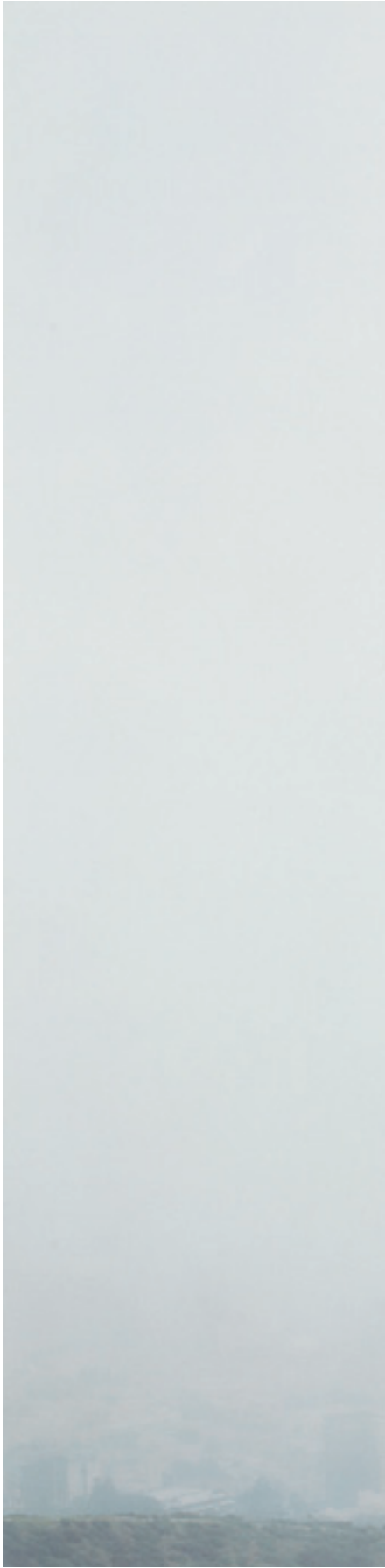
201 **FLORIAN MAIER-AICHEN** b. 1973

Untitled, 2001

C-print, Diasac mounted. 179.7 × 228 cm (70 3/4 × 89 3/4 in). Signed and dated 'Florian Maier-Aichen 2001' and numbered of 6 on a label adhered to the reverse. This work is from an edition of 6.

Estimate £30,000–40,000 \$46,200–61,600 €35,800–47,800 

PROVENANCE Blum & Poe, Los Angeles









202 **FLORIAN MAIER-AICHEN** b. 1973

Untitled, 2005

C-print. 62 × 73.5 cm (24 3/8 × 29 in). Signed and dated 'Florian Maier-Aichen 2005' and numbered of 2 artist's proofs on a label adhered to the reverse. This work is one of 2 artist's proofs aside from a numbered edition of 6.

Estimate £15,000–20,000 \$23,100–30,800 €17,900–23,900 ♣ †

PROVENANCE Blum & Poe, Los Angeles

EXHIBITED London, Royal Academy of Arts, *USA Today: New American Art from the Saatchi Gallery*, 6 October–4 November, 2006

LITERATURE M. Dailey and N. Rosenthal, *USA Today: New American Art from The Saatchi Gallery*, exh. cat., Royal Academy of Arts, London, 2006, pp. 226–27 (illustrated)



203 **RONI HORN** b. 1955

Untitled (Fox), 2000

Diptych: coloured photograph mounted on PVC. Each: 75 x 75 cm (29 1/5 x 29 1/2 in). Signed 'Roni Horn' on a label affixed to the reverse of one panel; numbered of 15 on a label on each panel. This work is from an edition of 15.

Estimate £7,000–9,000 \$10,800–13,900 €8,400–10,800

PROVENANCE Leo Koenig Inc., New York



TOUCHING BOULDERS BY HAND

AN ELEVEN DAY WANDERING WALK TEN NIGHTS CAMPING WIND RIVER RANGE WYOMING SEPTEMBER 1995



204 **HAMISH FULTON** b.1946
Between Two Boulders, 1995
 Gelatin silver print and printed text on board. 125 × 65 cm (48 1/4 × 25 1/2 in).
Estimate £4,000–6,000 \$6,200–9,200 €4,800–7,200 ♣
PROVENANCE Patrick De Brock Gallery, Knokke

205 **WALTER NIEDERMAYR** b.1952
Schnalstalglletscher VII, 2000
 Diptych: flush-mounted C-prints each in an artist's frame. Each: 128 × 161 cm (50 3/4 × 63 1/2 in). Each panel is signed 'Walter Niedermayr' on the reverse. This work is from an edition of 6 and is accompanied by a certificate of authenticity.
Estimate £7,000–9,000 \$10,800–13,900 €8,400–10,800 ♣
PROVENANCE Galleria Alessandro de March, Milan



206 **HIROSHI SUGIMOTO** b. 1948

State Theater Sydney, 1997

Gelatin silver print. 50.8 × 61 cm (20 × 24 in). Blindstamped with title and date 'STATE THEATRE SYDNEY 1997' and numbered of 25 in lower margin. Signed 'Hiroshi Sugimoto' on the mount. This work is from an edition of 25.

Estimate £15,000–20,000 \$23,100–30,800 €17,900–23,900

PROVENANCE Sonnabend Gallery, New York



207 **HIROSHI SUGIMOTO** b. 1948

Metropolitan Orpheum, Los Angeles, 1993

Gelatin silver print. 50.8 × 61 cm (20 × 24 in). Blindstamped with title, date and edition

'Metropolitan Orpheum, Los Angeles 1993' and numbered 25 in the lower margin.

Signed 'Hiroshi Sugimoto' on the mount. This work is from an edition of 25.

Estimate £15,000–20,000 \$23,100–30,800 €17,900–23,900

PROVENANCE Sonnabend Gallery, New York

LITERATURE Hans Belting, *Theaters: Hiroshi Sugimoto*, New York, 2000, p. 107 (illustrated)



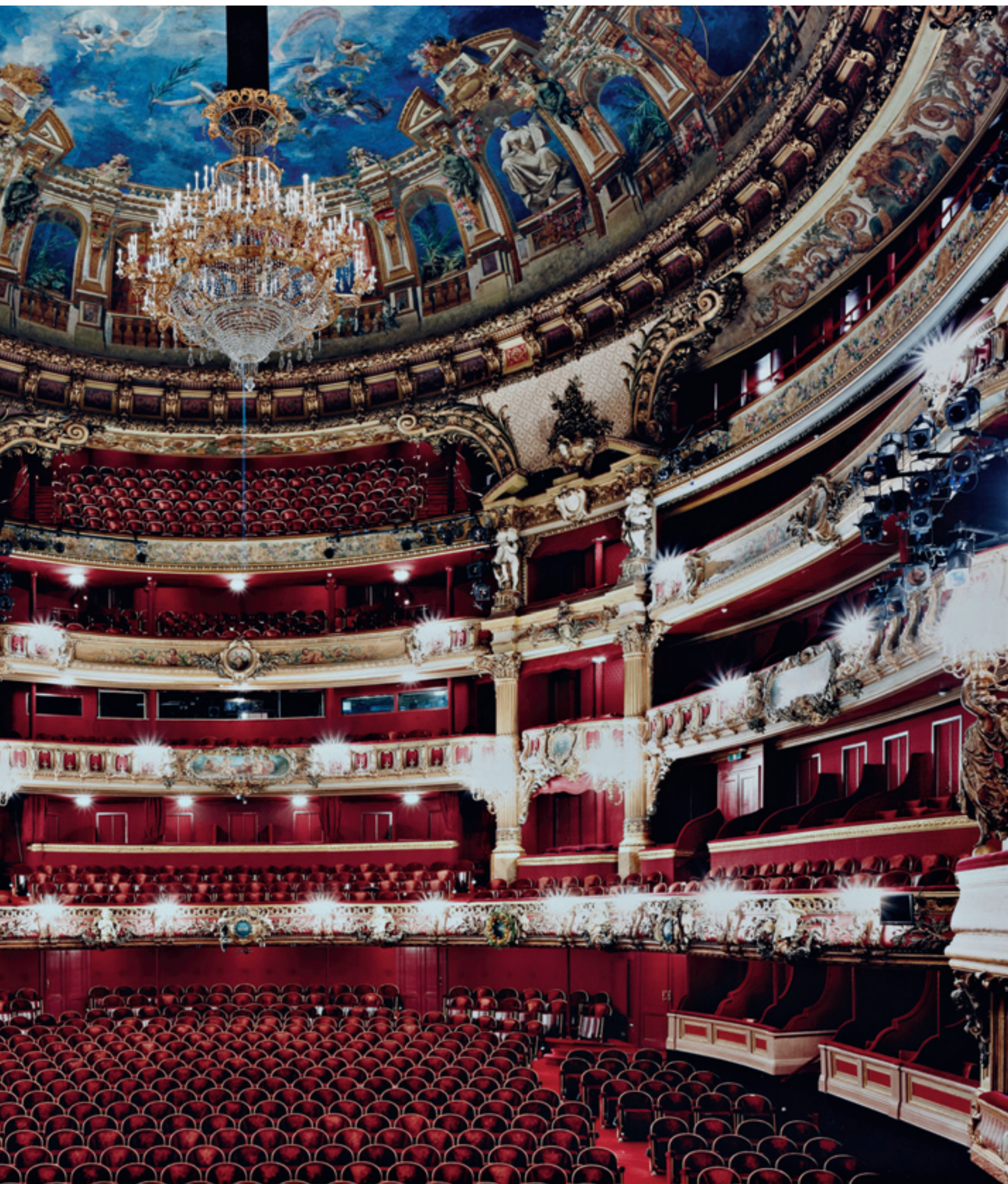
208 **CANDIDA HÖFER** b. 1944

Théâtre de la Monnaie/Koninklijke Muntscouwburg, 2006

C-print. 179 × 234 cm (70 1/2 × 92 1/4 in). Signed 'Candida Höfer', titled and numbered of 6 on a label adhered to the reverse. This work is from an edition of 6.

Estimate £20,000–30,000 \$30,800–46,200 €23,900–35,800 ♣

PROVENANCE Patrick De Brock Gallery, Knokke





209 **CANDIDA HÖFER** b.1944
Akademisches Kunstmuseum der Universität Bon, 1990
 Chromogenic print. 50.5 × 61.3 cm (19 7/8 × 24 1/8 in). Signed, titled, numbered of 6 and dated 'AKADEMISCHE KUNSTMUSEUM BONN 1990 III Candida Höfer' on the reverse. This work is from an edition of 6.

Estimate £8,000–12,000 \$12,300–18,500 €9,600–14,300 ♣

PROVENANCE Galleria Lindig in Paludetto, Turin



210 **GABRIEL OROZCO** b.1962
Opera, 1995
 Dye destruction print. 39.4 × 29.2 cm (15 1/2 × 11 1/2 in). Initialled, annotated and dated 'Proyecto Para Artshow G.O. 1995' on the reverse. This work is unique.

Estimate £6,000–8,000 \$9,200–12,300 €7,200–9,600

PROVENANCE Galleria Monica de Cardenas, Milan



211 **SANTIAGO SIERRA** b.1966

Dos Cilindros de 250 x 250 cm cada uno, compuestos de carteles arrancados (2 cylinders each measuring 250 x 250 cm, composed of posters that have been torn down), 1994
Chromogenic print. 185 x 152 cm (72 3/4 x 59 3/4 in). Signed 'Santiago Sierra' on the reverse. This work is from an edition of 5 and is accompanied by a certificate of authenticity.

Estimate £8,000–12,000 \$12,300–18,500 €9,600–14,300 ♣

PROVENANCE Galeria Enrique Guerrero, Mexico City

"For a week I tore down posters from the front of stores that had closed down or building site barriers. With this material, two cylinders were formed that prevented people from moving freely around the gallery."
(Santiago Sierra, santiago-sierra.com)



212 **ANDREAS GURSKY** b.1955

Cairo Übersicht, 1993

Cibachrome print. 106 × 124 cm (41 3/4 × 48 3/4 in). This work is from an edition of 5.

Estimate £35,000–45,000 \$53,900–69,300 €41,800–53,700 ♣

PROVENANCE Private Collection, Rhineland, Germany

LITERATURE *Andreas Gursky, Fotografien 1984–1993*, exh. cat., De Appel Foundation, Amsterdam, 1994, p.108 (illustrated)



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

Hierarchy, 2004

Oil on canvas. 180 × 176 cm (70 7/8 × 69 1/4 in). Signed and dated 'Breuer Weil 05 04' in upper right on canvas; signed, titled and dated 'David Breuer-Weil Hierarchy May 2004' on the turnover edge.

Estimate £20,000–30,000 \$30,800–46,200 €23,900–35,800 ♣

PROVENANCE Acquired directly from the artist

EXHIBITED London, Mercer Street, *David Breuer-Weil: Project 3*, 2007

LITERATURE B. Hanly, *David Breuer-Weil: Project 3*, London, 2007, p.97 (illustrated)

The present lot emphasises a philosophical element that is typical of Breuer-Weil's work. *Hierarchy*, a seminal work from the series Project 3, is expressive of the competitive nature of contemporary society as well as timeless themes. Discussing this particular work, Breuer-Weil stated: "Images of ladders reflect human aspiration. They are about spiritual longing, but also about ambition and even greed. In one work many figures struggle to get to the top of their own ladders, it is a colossal effort. When a few eventually reach the top they look at one another in bewilderment, because none of them know what to do" (B. Hanly, *David-Breuer Weil: Project 3*, London, 2007, p.66).



214 **ANDREAS GURSKY** b. 1955
La Défense, Panorama, 1987
Triptych: chromogenic print. 62 x 104 cm (24 3/8 x 41 in). This work is from an edition of 10.

Estimate £10,000–15,000 \$15,400–23,100 €12,000–17,900 ♣

PROVENANCE Galleria Lindig in Paludetto, Turin





215 **JITISH KALLAT** b. 1974

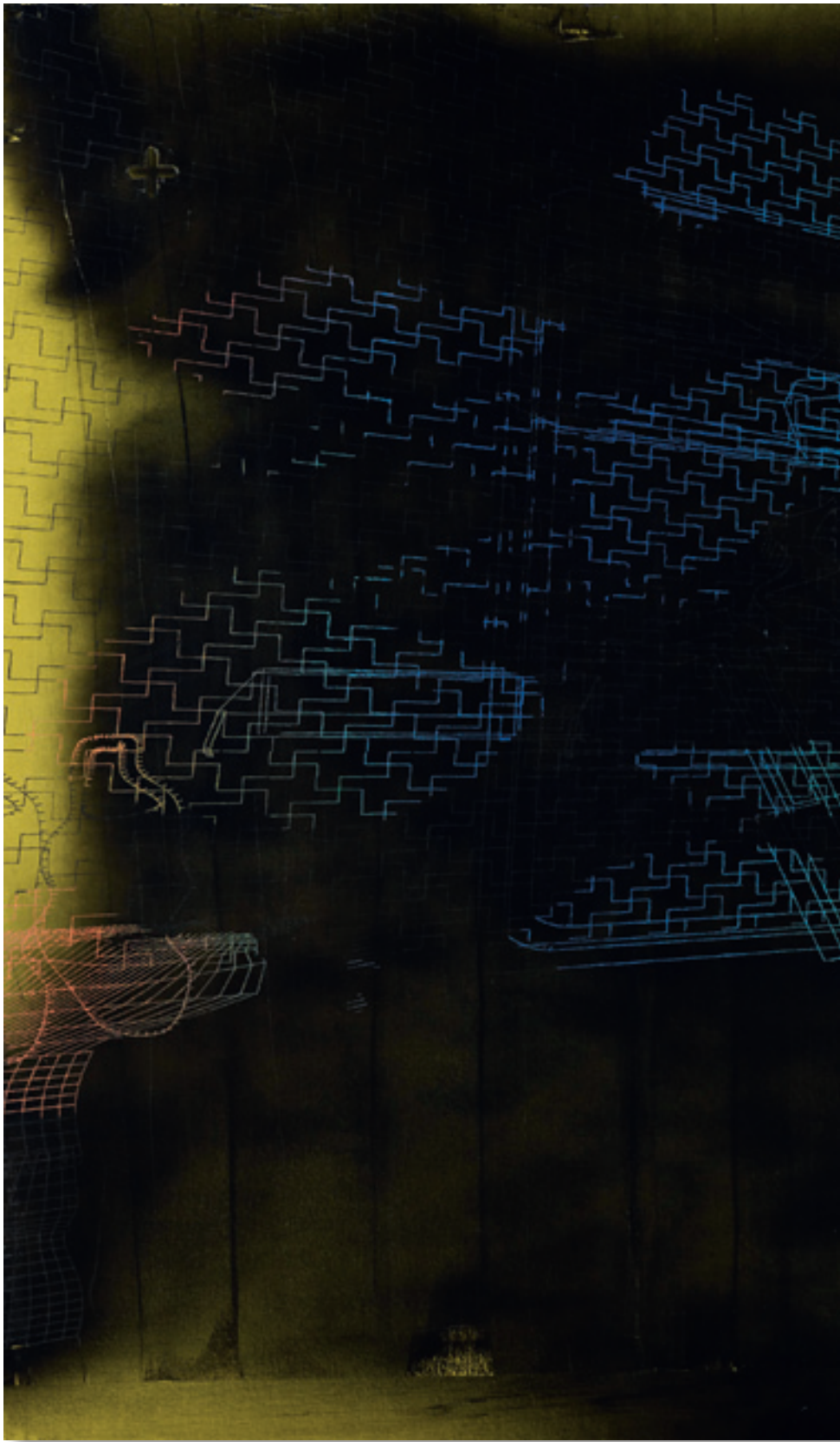
Artist Making Local Call, 2005

Digital pigment print. 44.5 × 190.5 cm (17 1/2 × 75 in). Signed, titled, numbered of 20, dated 'Jitish Kallat "Artist Making Local Call" 2005' in the lower margin. This work is from an edition of 20.

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

PROVENANCE Nature Morte, New Delhi





216 **JUSTIN PONMANY** b. 1974

There's Somebody Else (Plastic Memory VII), 2006

Diptych: acrylic and holographic pigment on canvas. Overall: 190 × 325 cm (74 7/8 × 128 in). Signed, initialled, titled and dated 'Justin Ponmany 2006 JP "There's somebody else (plastic memory – vii)'" on the reverse of each canvas.

Estimate £20,000–30,000 \$30,800–46,200 €23,900–35,800

PROVENANCE Nature Morte, New Dehli

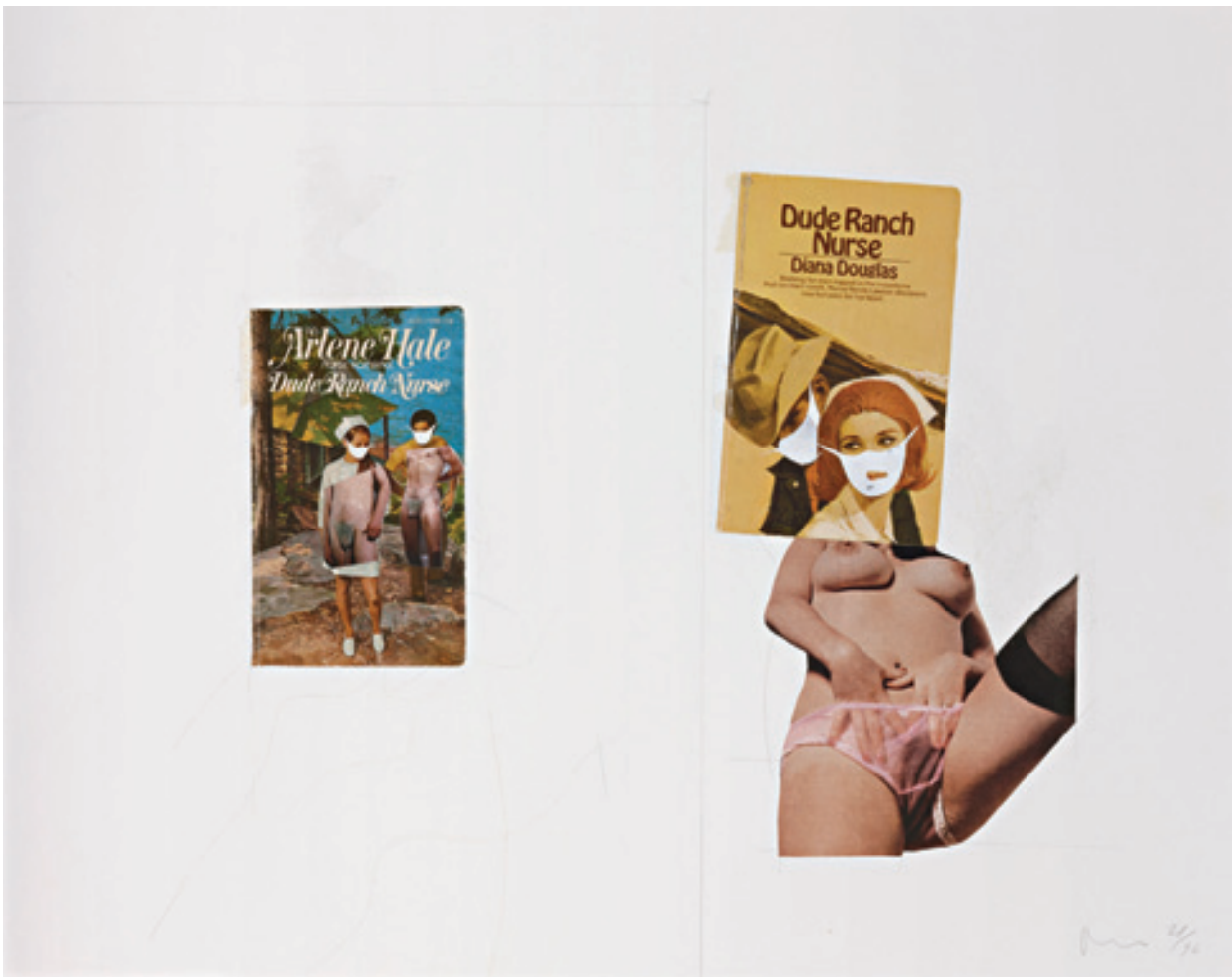




217 **YOUSSEF NABIL** b. 1972
 Three works: *Natacha and Crown*, Cairo, 2000; *Three Girls in Studio*, Cairo, 1993;
Eshan and Light, Cairo, 1993
 Hand-coloured gelatin silver prints. Each: 40 × 27 cm (15 3/4 × 10 5/8 in). These works
 are from an edition of 10.

Estimate £8,000–12,000 \$12,300–18,500 €9,600–14,300

PROVENANCE Private Collection, Paris
EXHIBITED Cape Town, Michael Stevenson Gallery, *Youssef Nabil: Cinema*, 4
 September–11 October 2008



218 **NOBUYOSHI ARAKI** b. 1940
Untitled, 2000
 Gelatin silver print. 100.5 × 84.5 cm (39 1/2 × 33 1/4 in). Signed 'Nobuyoshi Araki' on the reverse.
Estimate £5,000–7,000 \$7,700–10,800 €6,000–8,400
PROVENANCE Acquired directly from the artist

219 **RICHARD PRINCE** b. 1949
Dude Ranch Nurse, 2008
 Colour lithograph collage and graphite. 48.3 × 61 cm (19 × 24 in). Signed 'Prince' and numbered of 96 lower right. This work is from an edition of 96.
Estimate £4,000–6,000 \$6,200–9,200 €4,800–7,200
PROVENANCE Private Collection, London

220 **MARILYN MINTER** b. 1948

Twins, 2006

C-print. 50 x 36 in (127 x 91.4 cm). This work is from an edition of 5 plus 2 artist's proofs.

Estimate £25,000–35,000 \$38,500–53,900 €29,900–41,800

PROVENANCE Private Collection, Sweden





221 **DASH SNOW** 1981–2009

Three works: *We Can Handle It*, *Dakota Smoking*, *LA Drunk on Cart*, 2005
Digital C-prints. Each: 49.5 × 49.5 cm (19 1/2 × 19 1/2 in).

Estimate £6,000–8,000 \$9,200–12,300 €7,200–9,600 †

PROVENANCE Rivington Arms, New York

EXHIBITED London, Royal Academy of Arts, *USA Today: New American Art from the Saatchi Gallery*, 6 October–4 November, 2006

LITERATURE M. Dailey and N. Rosenthal, *USA Today: New American Art from The Saatchi Gallery*, exh. cat., Royal Academy of Arts, London, 2006, p.352 (illustrated)





222 **LUIGI GHIRRI** 1943–1992
Cervia, 1989
Colour coupler print. 22.9 × 28.6 cm (9 × 11 1/4 in).
Estimate £3,000–5,000 \$4,600–7,700 €3,600–6,000
PROVENANCE Galleria Enrico Fornello, Milan

223 **LUIGI GHIRRI** 1943–1992
Formigine (Modena), 1986
Chromogenic print. 18 × 24.8 cm (7 1/8 × 9 3/4 in).
Estimate £3,000–5,000 \$4,600–7,700 €3,600–6,000
PROVENANCE Galleria Massimo Minini, Brescia



224 **ELGER ESSER** b. 1967
Madonna del Monte, Italy, 2002
C-print, Diasec. 185.1 × 237.5 cm (72 7/8 × 94 1/2 in). This work is from an edition of 7.

Estimate £15,000–20,000 \$23,100–30,800 €17,900–23,900 ♣

PROVENANCE Sonnabend Gallery, New York



225 **FLORIAN MAIER-AICHEN** b. 1973

Le Tour de France dans les Pyrénées, 2005

C-print. 100.5 × 119.6 cm (39 1/2 × 47 1/8 in). Signed, numbered of 6 and dated 'Florian Maier-Aichen 2005' on a label adhered to the reverse. This work is from an edition of 6.

Estimate £10,000–15,000 \$15,400–23,100 €12,000–17,900 ♣

PROVENANCE Blum & Poe, Los Angeles



226 **VIK MUNIZ** b. 1961

Raul from *Pictures of Chocolate*, 2004

Digital C-print. 147.5 × 129 cm (58 × 50 7/8 in). This work is from an edition of 5 and is accompanied by a signed artist label.

Estimate £8,000–12,000 \$12,300–18,500 €9,600–14,300 ♣

PROVENANCE Private Collection, London



227 **VIK MUNIZ** b. 1961

Boniek from Pictures of Chocolate, 2004

Digital C-print. 156 × 128 cm (61 1/2 × 50 3/8 in). This work is from an edition of 5 and is accompanied by a signed artist label.

Estimate £8,000–12,000 \$12,300–18,500 €9,600–14,300 

PROVENANCE Private Collection, London



228 **VIK MUNIZ** b. 1961

D. Stefano from *Pictures of Chocolate*, 2004

Digital C-print. 152.5 × 128 cm (60 × 50 3/8 in). This work is from an edition of 5 and is accompanied by a signed artist label.

Estimate £8,000–12,000 \$12,300–18,500 €9,600–14,300 ♣

PROVENANCE Private Collection, London



PROPERTY FROM THE KIT FINANCE COLLECTION

229 **VIK MUNIZ** b.1961
Lengiz! After Rodchenko 'Gordian Puzzle', 2007
C-print mounted on aluminium. 120 × 173.4 cm (47 1/4 × 68 1/4 in). This work is from an edition of 6.

Estimate £10,000–15,000 \$15,400–23,100 €12,000–17,900 ♣ ₺

PROVENANCE Gary Tatintsian Gallery, Moscow
EXHIBITED Moscow, Gary Tatintsian Gallery, *Russian Project*, 1 November–30 December 2007



230 **MARK TITCHNER** b. 1973

We Want to Make Dreams a Reality, 2005

Archival print on two aluminium panels. Overall: 293 × 239.4 cm (115 3/8 × 94 1/4 in).

Signed and titled 'MARK TITCHNER "WE WANT TO MAKE DREAMS A REALITY"' on the reverse of each panel.

Estimate £6,000–8,000 \$9,200–12,300 €7,200–9,600 ♣

PROVENANCE Vilma Gold, London



231 **ANDRIY HALASHYN** b.1979
Fashion Gas, 2008
 Oil on canvas. 129 × 110 cm (50 3/4 × 43 1/4 in). Signed and dated 'Andriy Galashin Fashion Gas 2008' on the reverse.

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

PROVENANCE Collection Gallery, Kiev
EXHIBITED Kiev, Na Institutskoy Art Galery, *Fragmented Utopias*, 9 December 2009 – 10 January 2010

232 **MR BRAINWASH** b.1966
Kate Moss, 2010
 Spray and metallic paint and acrylic on canvas. 106.7 × 106.7 cm (42 × 42 in). Signed and dated 'Mr Brainwash 2010' and marked with artist's blood on the reverse. This work is accompanied by a certificate of authenticity signed by the artist.

Estimate £7,000–9,000 \$10,800–13,900 €8,400–10,800 ₪ ₺

PROVENANCE Acquired directly from the artist





233 **MR BRAINWASH** b. 1966

Einstein, 2010

Spray and metallic paint, acrylic and paper collage on canvas. 162.6 × 121.9 cm (64 × 48 in). Signed and dated 'Mr Brainwash 2010' and marked with artist's blood on the reverse. This work is accompanied by a certificate of authenticity signed by the artist.

Estimate £15,000–20,000 \$23,100–30,800 €17,900–23,900 ♣ ‡

PROVENANCE Acquired directly from the artist



234 **DAVID BAXTER**

Co-op Shednet (Creek Water Orange) no. 5, 2001
Acrylic on canvas. 213.4 × 182.9 cm (84 × 72 in).

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

PROVENANCE Acquired directly from the artist



235 **THADDEUS STRODE** b.1964

Cracked Rainbow Showers, 2003

Mixed media on canvas. 225.4 × 264.2 cm (88 3/4 × 104 in). Signed, titled and dated
 "CRACKED RAINBOW SHOWERS" Thaddeus Strode 2003' on the reverse.

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

PROVENANCE neugerriemschneider, Berlin



236 **DAVID RATCLIFF** b. 1970

The Real Summer CA, 2006

Acrylic on canvas. 182 x 243.8 cm (72 x 96 in). Signed, titled and dated 'David Ratcliff The Real Summer CA March 2006, Los Angeles.' on the overlap.

Estimate £8,000–12,000 \$12,300–18,500 €9,600–14,300 †

PROVENANCE Peres Projects, Berlin

LITERATURE *Abstract America: New Painting and Sculpture*, exh. cat., Saatchi Gallery, London, 2008, pp.262–66 (illustrated)





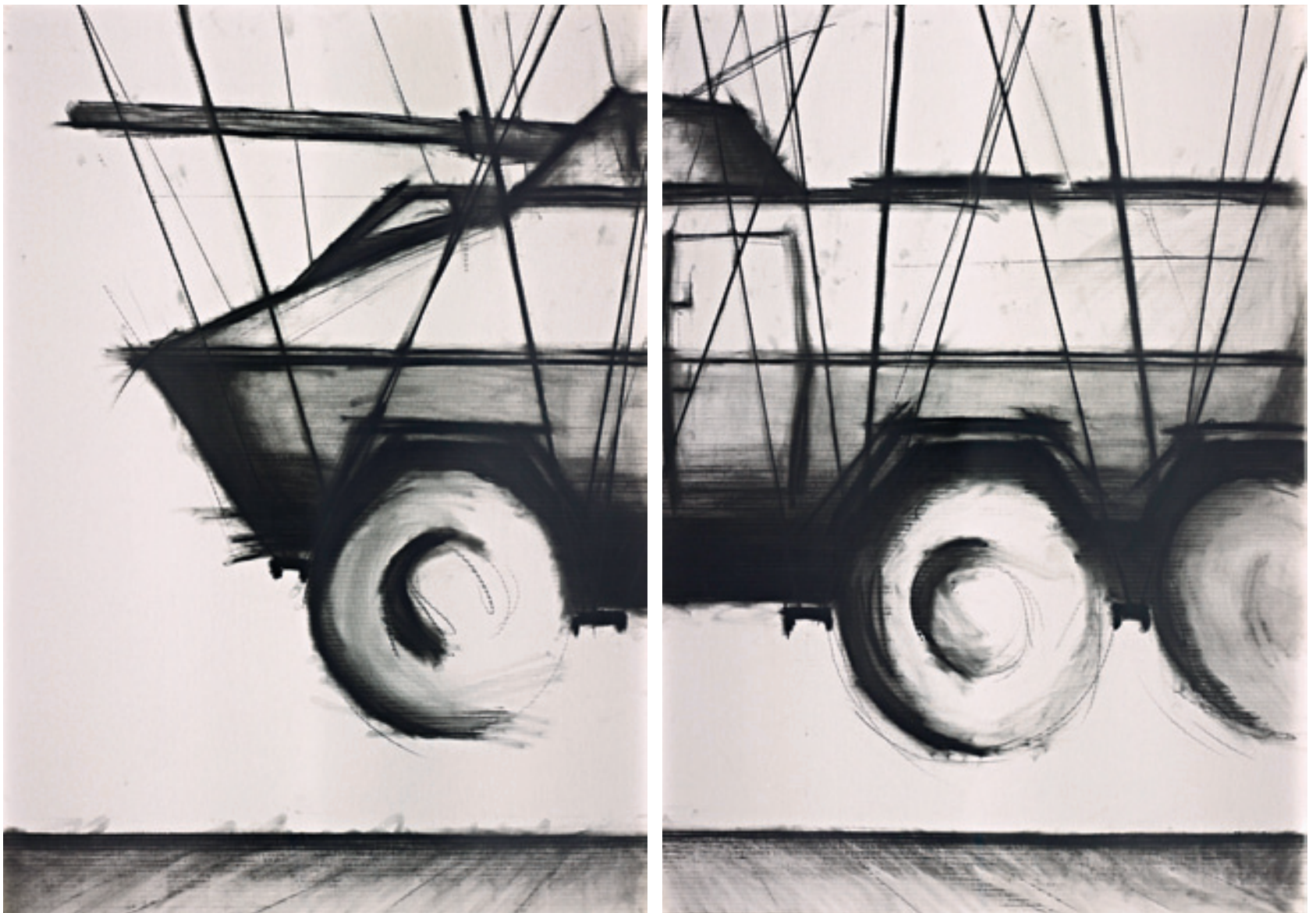
237 **SOPHIE VON HELLERMANN** b.1975

Karl and Franz, 2000

Acrylic on canvas. 110 × 180 cm (43 1/4 × 70 3/4 in). Signed and dated 'Sophie von Hellermann 2000' on the reverse.

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

PROVENANCE Acquired directly from the artist



238 **ENRIQUE JEŽÍK** b. 1961

Proyecto de 2004 (Armoured vehicle suspended over historical floor)–2, 2005
 Diptych: charcoal on paper mounted on cardboard. Each: 140 × 100 cm
 (55 1/8 × 39 3/8 in). Signed and dated 'Ježík 2005' on the reverse of each
 panel. This work is accompanied by a certificate of authenticity.

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

PROVENANCE Galería Enrique Guerrero, Mexico City



239 **ZHENG DELONG** b. 1976

Craving, 2008

Oil on canvas. 150 × 190 cm (59 × 74 3/4 in).

Estimate £8,000–12,000 \$12,300–18,500 €9,600–14,300 ₮

PROVENANCE Private Collection, London



240 **LEE SUN DON** b.1959
Treasure Gate/Fulfilled, 2010
 Mixed media. 100 × 100 cm (39 3/8 × 39 3/8 in). Initialed and dated 'S.D.L 2010'
 lower left.

Estimate £20,000–30,000 \$30,800–46,200 €23,900–35,800

PROVENANCE X-Power Gallery, Taiwan



241 **KATE BRINKWORTH** b.1977

Ten and Eight Ball, 2008

Oil on canvas. 163 × 224 cm (64 1/8 × 88 1/8 in). Signed 'Kate Brinkworth' on the reverse.

Estimate £6,000–8,000 \$9,200–12,300 €7,200–9,600 ♣

PROVENANCE Acquired directly from the artist



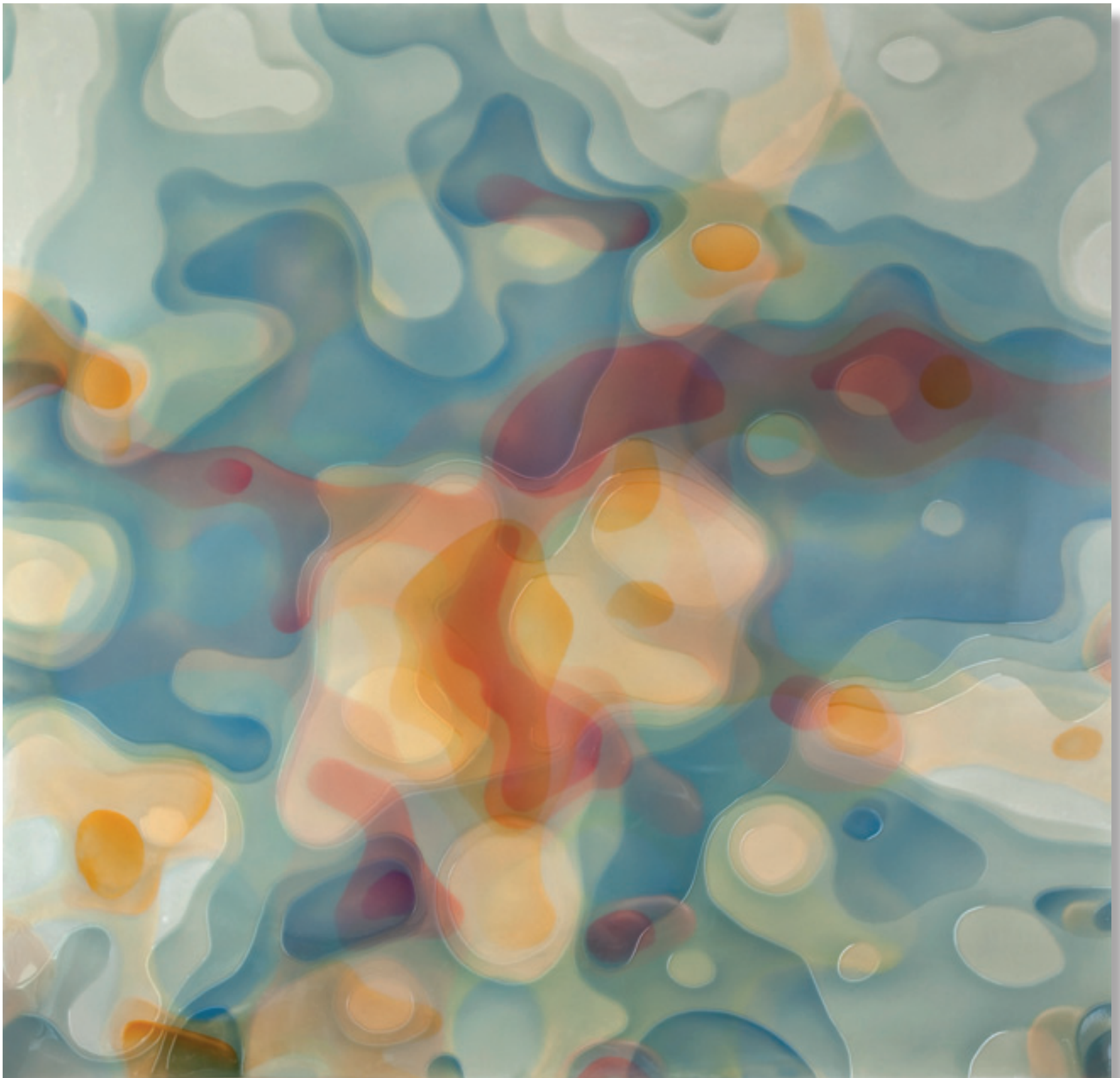
242 **MICHAEL RAY CHARLES** b.1967

The Bull is Taking Charge, 1994

Acrylic on paper. 168.5 × 153 cm (66 1/2 × 60 in). Signed and dated 'MICHAEL RAY CHARLES 94' lower right.

Estimate £8,000–12,000 \$12,300–18,500 €9,600–14,300

PROVENANCE Galerie Hans Mayer, Düsseldorf



243 **PETER ZIMMERMANN** b.1956

Map, 2001

Epoxy resin on canvas. 170 × 169 cm (67 × 66 1/2 in). Signed, titled and dated
'Map P. Zimmermann 2001' on the reverse.

Estimate £10,000–15,000 \$15,400–23,100 €12,000–17,900 ♣

PROVENANCE Galerie Tanja Grunert, Cologne



244 **HOPE ATHERTON** b. 1974
Stolen Woman, 2006
Acrylic on linen. 203.2 × 162.6 cm (80 × 64 in). Signed and dated 'Hope Atherton 2006' on the reverse.

Estimate £8,000–12,000 \$12,300–18,500 €9,600–14,300 ₺

PROVENANCE Bortolami Dayan, New York

245 **RAFAL BUJNOWSKI** b. 1974
Untitled (Shadow), 2003
Oil on canvas. 85 × 127 cm (33 1/2 × 50 in). Signed and dated 'BUJNOWSKI/2003' on the reverse.

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

PROVENANCE Raster Gallery, Warsaw





246 **JON PYLYPCHUK** b. 1972

Untitled, 2006

Spray paint, varnish and mixed media on wooden panel. 75.9 × 122.3 cm (29 7/8 × 48 1/8 in). Signed and dated 'Pylypchuk 2006' on the reverse.

Estimate £5,000–7,000 \$7,700–10,800 €6,000–8,400

PROVENANCE China Art Objects Gallery, Los Angeles

247 **CHIHO AOSHIMA** b. 1974

Hot Spring, 2002

Inkjet print. 102 × 102 cm (40 1/8 × 40 1/8 in). This work is from an edition of 8 plus 2 artist's proofs.

Estimate £2,500–3,500 \$3,900–5,400 €3,000–4,200

PROVENANCE Galerie Emmanuel Perrotin, Paris





248 **DAVID KORTY** b. 1971

Untitled (Garbage on a Hillside), 2003

Acrylic and coloured pencil on canvas. 183.2 × 182.8 cm (72 1/8 × 72 in). Signed and dated 'David Koryt 2003' on the reverse.

Estimate £6,000–8,000 \$9,200–12,300 €7,200–9,600

PROVENANCE Greene Naftali, New York

EXHIBITED New York, Greene Naftali, *David Koryt*, 14 November–20 December 2003

INDEX

Acconci, V. 143
Ackermann, R. 123
Aoshima, C. 247
Araki, N. 218
Armleder, J. 110
Ataman, K. 10
Atherton, H 244

Balkenhol, S. 132
Baxter, D. 234
Beecroft, V. 133, 134, 135
Bell, L. 112
Bradford, M. 11
Breuer-Weil, D. 213
Brinkworth, K. 241
Bujnowski, R. 245
Bulloch, A. 106
Butzer, A. 24, 28

Caraffa-Korbut, T. 198
Cattalan, M. 7
Coffin, P. 102
Condo, G. 16, 32
Cvijanovic, A. 197

Day Jackson, M. 54
Doig, P. 173, 174
Dubossarsky, V. & Vinogradov, A. 200
Dumas, M. 175

Eide Einarsson, G. 101
Emin, T. 47, 107
Esser, E. 224

Fiks, Y. 195
Flanagan, B. 14
Fontana, L. 148
Förg, G 183, 184
Frize, B. 114
Fulton, H. 204
Furnas, B. 34

Ghirri, L. 222, 223
Gillick, L. 185
Goldstein, J. 50
Gontarski, S 136, 137
Gormley, A. 12
Gost, R. 189
Greene, M. 145
Grotjahn, M. 4
Gursky, A. 212, 214
Guyton, W. 1

Halashyn, A. 231
Haring, K 156, 157
Harvey, M. 199
Hashimoto, J. 103
Hein, J. 105, 109, 146
Helbig, T. 19
Hempel, L. 23
Hildebrandt, G. 140
Hirst, D. 45, 164, 165, 166, 169, 170, 171
Hockney, D. 13
Hofer, A. 20, 26
Höfer, C. 208, 209
Holzer, J. 108
Horn, R. 203
Hume, G. 172

Jensen, S. 113
Ježik, E. 238

Kallat, J. 215
Kantor, M. 178
KAWS. 128
Kilgallen, M. 187
Kippenberger, M. 31
Klein, Y. 163
Klymenko, A. 192
Koh, T. 39
Korty, D. 248
Kudryashov, O. 193
Kusama, Y. 46, 130

Lambie, J. 111
Lawler, L. 115
Lee, S.D. 240
Lichtenstein, R. 129

Maier-Aichen, F. 49, 201, 202, 225,
McCarthy, P. 141
McGee, B. 186
McGinness, R. 168
Meese, J. 21, 25, 29
Melotti, F. 149
Michael Ray, C. 242
Ming, Y.P. 36
Minter, M. 220
Moffett, D. 119
Morris, S. 52
Mr Brainwash 232, 233
Muniz, V. 116, 226, 227, 228, 229

Nabil, Y. 217
Niedermayr , W. 205
Nitsch, H. 180
Noland, C. 42

Ontani, L. 154
Op de Beeck, H. 125
Opie, J. 127
Orozco, G. 210
Owens, L. 51

Paolini, G. 152
Penck, A.R. 179
Pei-Ming, Y. 36
Perry, G. 35
Pettibon, R. 48
Phillips, R. 40
Plensa, J. 153
Ponmany, J. 216
Prince, R. 142, 219
Pylypchuk, J. 246

Quinn, M. 121, 161, 162

Ragimov, K. 196
Ratcliff, D. 236
Reyle, A. 18, 22, 27
Rhode, R. 120
Richter, D. 176
Roitburd, A. 191
Rotella, M. 151
Ruby, S. 9
Ruscha, E. 15

Scheibitz, T. 181
Schifano, M. 150
Schonibare, Y. 55
Schubert, S. 138, 139
Schutz, D. 33, 177
Serrano, A. 122
Sierra, S. 211
Skreber, D. 182
Snow, D. 144, 221
Strode, T. 235
Strunz, K. 118
Sugimoto, H. 206, 207

Tal R 30
Tistol, O. 194
Titchner, M. 230
Turk, G. 44

Van Lieshout, A. 124
Vasarely, V. 147
Violette, B. 41, 117
Volkov, S. 188
Von Hellermann, S. 237

Walker, Kara. 6
Walker, Kelley. 2, 104
Wallinger, M. 131
Warhol, A 8, 37, 158, 159
Wesselmann, T 155, 160
Wiley, K. 56
Wool, C. 5
Wright, R. 167
Wurm, E. 126

Xinning, S. 38

Young, A. 3, 43
Yuskavage, L. 190

Zhen, C. 53
Zheng, D. 239
Zimmermann, P. 243
Zipp, T. 17

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.

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:

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

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

†, §, ‡, or Ω Property Subject to VAT

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

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.

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

We apologise for any inconvenience that this may cause and thank you for your co-operation.

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.



PHILLIPS
de PURY & COMPANY

CARTE BLANCHE
PHILIPPE SEGALOT

AUCTION 8 NOVEMBER 2010 450 PARK AVE NEW YORK
Viewing 1 – 8 November

Phillips de Pury & Company 450 Park Ave New York
Enquiries +1 212 940 1260 Catalogues +1 212 940 1240 / +44 207 318 4039
PHILLIPSDEPURY.COM

URS FISCHER *The Heart of the Ocean, May Yohe & Putnam Strong, Zero Year Curse, Tavernier Blue, Hope Diamond, 2006 (detail)*

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 17.5% 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 17.5% 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 17.5%, marked by ‡ and Ω respectively, on the hammer price and an amount in lieu of VAT at 17.5% 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 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, Dunceggan 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.

PHILLIPS
de PURY & COMPANY



MUSIC

CONTEMPORARY ART PHOTOGRAPHS DESIGN EDITIONS MEMORABILIA

AUCTION 11 DECEMBER 2010 LONDON

Viewing 7-11 December

Phillips de Pury & Company Howick Place London SW1P 1BB

Enquiries +44 20 7318 4054 | themes@phillipsdeputy.com **Catalogues** +44 207 318 4039/ + 1 212 940 1240

PHILLIPSDEPURY.COM

Jenny Holzer *Untitled (The artist formerly known as Prince)*, 1997, detail

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 ♠ 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.

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

AUTHORSHIP WARRANTY

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

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

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

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

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

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AUCTION 21 NOVEMBER 2010 NEW YORK

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Shanghai/Beijing	Jeremy Wingfield, International Specialist, Contemporary Art +852 6895 1805
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GENERAL COUNSEL

Patricia G. Hambrecht

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Sean Cleary, New York (Interim)

WORLDWIDE OFFICES

NEW YORK

450 West 15 Street, New York, NY 10011, USA
tel +1 212 940 1200 fax +1 212 924 5403

LONDON

Howick Place, London SW1P 1BB, United Kingdom
tel +44 20 7318 4010 fax +44 20 7318 4011

PARIS

15 rue de la Paix, 75002 Paris, France
tel +33 1 42 78 67 77 fax +33 1 42 78 23 07

BERLIN

Auguststrasse 19, 10117 Berlin, Germany
tel +49 30 8800 1842 fax +49 30 8800 1843

GENEVA

23 quai des Bergues, 1201 Geneva, Switzerland
tel +41 22 906 80 00 fax +41 22 906 80 01

SPECIALISTS AND DEPARTMENTS

CONTEMPORARY ART

Michael McGinnis, Senior Director +1 212 940 1254
and Worldwide Head, Contemporary Art

LONDON

Peter Sumner, Head of Sales, London +44 20 7318 4063

Henry Allsopp +44 20 7318 4060
Laetitia Catoir +44 20 7318 4064
Judith Hess +44 20 7318 4075
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Ivgenia Naiman +44 20 7318 4071
George O'Dell +44 20 7318 4093

Sarah Buchwald +44 20 7318 4085
Catherine Higgs +44 20 7318 4089
Raphael Lepine +44 20 7318 4078
Edward Tang +44 20 7318 4024
Tanya Tikhnenko +44 20 7318 4065
Phillippa Willison +44 20 7318 4070

NEW YORK

Aileen Agopian, New York Director +1 212 940 1255
Sarah Mudge, Head of Day Sale +1 212 940 1259

Roxana Bruno +1 212 940 1229
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Timothy Malyk +1 212 940 1258
Zach Miner +1 212 940 1256
Jean-Michel Placent +1 212 940 1263

Peter Flores +1 212 940 1223
Alexandra Leive +1 212 940 1252
Sarah Stein-Sapir +1 212 940 1303

PARIS

Edouard de Moussac +33 1 42 78 67 77

DESIGN

Alexander Payne, Worldwide Director +44 20 7318 4052

LONDON

Domenico Raimondo +44 20 7318 4016
Ellen Stelter +44 20 7318 4021
Ben Williams +44 20 7318 4027

Marine Hartogs +44 20 7318 4021
Marcus McDonald +44 20 7318 4014

NEW YORK

Alex Heminway, New York Director +1 212 940 1269

Marcus Tremonto +1 212 940 1268

Tara DeWitt +1 212 940 1265
Meaghan Roddy +1 212 940 1266
Alexandra Gilbert +1 212 940 1268

PARIS

Johanna Frydman +33 1 42 78 67 77

BERLIN

Christina Scheublein +49 30 886 250 57

MODERN AND CONTEMPORARY EDITIONS

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Jannah Greenblatt +1 212 940 1332
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PHOTOGRAPHS

LONDON

Lou Proud +44 20 7318 4018
Sebastien Montabonel +44 20 7318 4025

Alexandra Bibby +44 20 7318 4087
Rita Almeida Freitas +44 20 7318 4087
Helen Hayman +44 20 7318 4092
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NEW YORK

Vanessa Kramer, New York Director +1 212 940 1243

Shlomi Rabi +1 212 940 1246
Caroline Shea +1 212 940 1247

Deniz Atac +1 212 940 1245
Carol Ehlers, Consultant +1 212 940 1245
Sarah Krueger +1 212 940 1245

BERLIN

Christina Scheublein +49 30 886 250 57

JEWELRY

Nazgol Jahan, Worldwide Director +1 212 940 1283

NEW YORK

Carmela Manoli +1 212 940 1302

Emily Bangert +1 212 940 1365

LONDON

Lane McLean +44 20 7318 4032

THEME SALES

LONDON

Arianna Jacobs +44 20 7318 4054

Henry Highley +44 20 7318 4061
Siobhan O'Connor +44 20 7318 4040

NEW YORK

Corey Barr +1 212 940 1234
Steve Agin, Consultant +1 908 475 1796

Anne Huntington +1 212 940 1210
Stephanie Max +1 212 940 1301

PRIVATE SALES

LONDON

Anna Ho +44 20 7318 4044

OFFICE OF THE CHAIRMAN

Helen Rohwedder, International +44 20 7318 4042

Anna Furney, New York +1 212 940 1238
Harmony Johnston, London +44 20 7318 4099

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LONDON

Mark Hudson, Senior Designer
Andrew Lindesay, Sub-Editor
Tom Radcliffe, UK Production Manager

NEW YORK

Andrea Koronkiewicz, Studio Manager
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SALE INFORMATION

AUCTION

Evening Sale, Wednesday 13 October 2010, 7pm
Day Sale, Thursday 14 October 2010, 2pm

VIEWING

Saturday 9 October, 10am–6pm
Sunday 10 October, 12pm–6pm
Monday 11–Wednesday 13 October, 10am–6pm
Thursday 14 October, 10am–12pm

VIEWING & AUCTION LOCATION

Howick Place, London SW1P 1BB

WAREHOUSE & COLLECTION LOCATION

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

SALE DESIGNATION

When sending in written bids or making enquiries, please refer to this sale as UK010510- or Contemporary Art Evening Sale, and UK010610 or Contemporary Art Day Sale

SALE ADMINISTRATORS

Evening Sale: Sarah Buchwald +44 207 318 4085
Day Sale: Phillippa Willison +44 207 318 4070

CATALOGUERS

Evening Sale: Raphael Lepine +44 20 7318 4078
Day Sale: Tanya Tikhnenko +44 20 7318 4065

PROPERTY MANAGER

Jon Stonton +44 207 318 4098

CATALOGUES

London +44 20 7318 4039
New York +1 212 940 1240
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VALUATIONS

Catherine Higgs +44 20 7318 4089

ABSENTEE AND TELEPHONE BIDS

tel +44 20 7318 4045 fax +44 20 7318 4035
bids@phillipsdepury.com

BUYER ACCOUNTS

Carolyn Whitehead +44 20 7318 4020

SELLER ACCOUNTS

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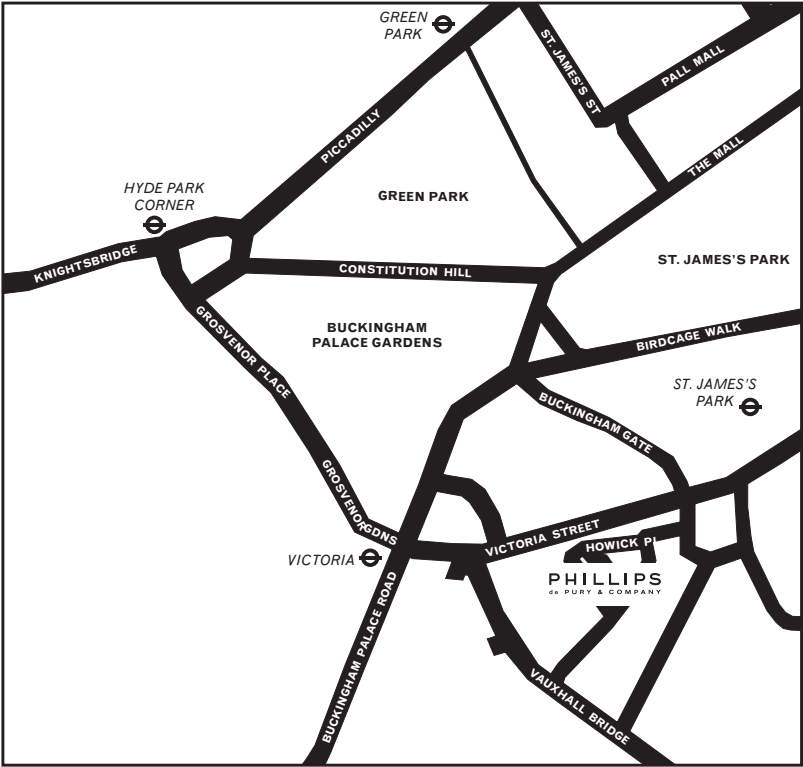
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WAREHOUSE & SHIPPING

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PHOTOGRAPHY

Hayley Giles
Peter Hepplewhite
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Byron Slater









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