# EVENING EDITIONS LONDON 27 FEBRUARY 2013

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## **EVENING EDITIONS**

## LONDON 27 FEBRUARY 2013 at 6pm

LOTS 1-92

#### VIEWING

Wednesday 20 February, 10am - 6pm Thursday 21 February, 10am - 6pm Friday 22 February, 10am - 6pm Saturday 23 February, 10am - 6pm Sunday 24 February, 12pm - 6pm Monday 25 February, 10am - 6pm Tuesday 26 February, 10am - 6pm Wednesday 27 February, 10am - 6pm

Front cover Andy Warhol, Marilyn Monroe (Marilyn), 1967, lot 60 (detail)
2013 The Andy Warhol Foundation for the Visual Arts, Inc. / ARS, NY
Back cover Pablo Picasso, Femme au fauteuil No. 1 (Le manteau Polonais), 1949, lot 6
2013 Estate of Pablo Picasso / Artists Rights Society (ARS), New York
Inside front cover Roy Lichtenstein, Yellow Vase, from Interior Series, 1990, lot 72 (detail)
Opposite Julian Opie, Ruth Smoking II: one plate, 2006, lot 68 (detail)
Inside back cover Andy Warhol, Lenin, 1987, lot 61 (detail); Gerhard Richter, Orchid II, 1998, lot 33 (detail)



Robert Gober and Sherrie Levine Untitled, 1990, enamel, beeswax and rope

#### 1 JASPER JOHNS b. 1930 Light Bulb, 1967

Etching and open-bite, on handmade Angoumois paper, with margins (deckle on three sides), signed, dated '67', inscribed 'GET WELL, AIKO - Jasper' and numbered 8/12 in pencil (there were also 4 artist's proofs), published by Universal Limited Art Editions, Inc., West Islip, New York (with their blindstamp), an unobtrusive brown stain at lower centre sheet edge, the left edge trimmed, otherwise in very good condition, framed. I. 21.1 × 31.1 cm (8¼ × 12¼ in)

S. 32.2 × 42.5 cm (125⁄8 × 163⁄4 in)

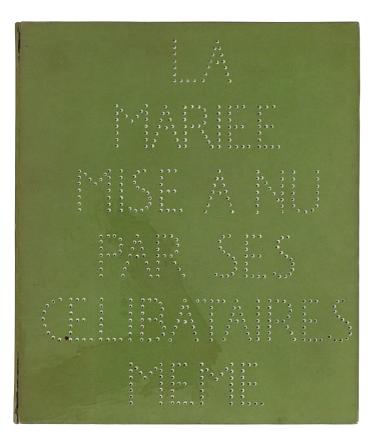
Estimate £7,000-10,000 \$11,300-16,100 €8,500-12,200 ‡

### LITERATURE

Universal Limited Art Editions 36

Jasper Johns and Aiko Miyawaki (Japanese artist, b. 1929) were acquainted through the international and intermedia Fluxus art movement before becoming close friends when Miyawaki lived in New York from 1963 to 1967. This print was included in the Aiko Miyawaki retrospective, held in Tokyo, under a section entitled *Aiko-Miyawaki: Artists I have met* with Miyawaki explaining that the message 'GET WELL AIKO' indicated Johns' anxiety over her often ailing health.







## 2 MARCEL DUCHAMP 1887-1968

La mariée mise nu ses célibataires, même (La boite vert), 1934 The complete portfolio, comprising 94 facsimiles of paintings, drawings, photographs and notes by Duchamp, signed and numbered from the edition of 300 (there was also a deluxe edition of 20 in Roman numerals), published by Edition Rrose Sélavy, Paris, the loose sheets with pale time staining and handling creases, otherwise in very good condition, contained in original green-flocked cardboard box, with the text outlined in punched holes (wear and surface staining).

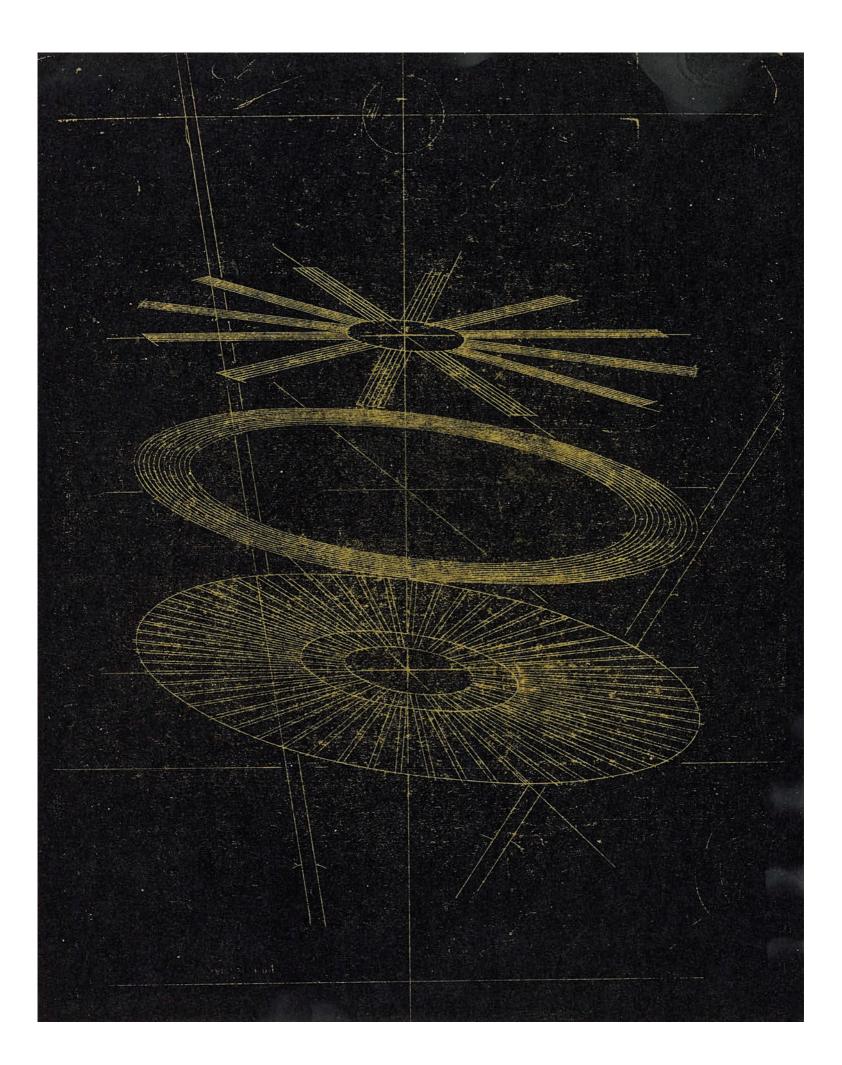
 $33.2\times28\times2.5\ \text{cm}\ (13\times11\times1\ \text{in})$ 

Estimate £12,000-18,000 \$19,300-29,000 €14,600-21,900 ♠

LITERATURE

Arturo Schwarz 435

The Association Marcel Duchamp will issue a certificate after having examined the artwork.





Man Ray and Chessboard, ca. 1945, silver print



## **3 MAN RAY** 1890-1976

Chess Set, 1971

Chess set comprising thirty-two pieces in precious metal, signed and numbered 3/4 on a plaque on underside of the lid, all individual pieces marked '925' and '859MI' on the underside, in very good condition, contained in original grey felted box with brass fastening and blue baize lining.  $20.7 \times 30.6 \times 4.5 \text{ cm} (8\% \times 12 \times 13\% \text{ in})$ 

Estimate £12,000-18,000 \$19,300-29,000 €14,600-21,900 ♠

#### PROVENANCE

Made by Man Ray on request and acquired directly from the artist Galleria il Fauno, Turin Private Collection

LITERATURE Arturo Schwarz 435



#### **PABLO PICASSO** 1881-1973

Faune musicien no. 4, 1948 Lithograph, on Arches paper, with full margins, signed and numbered 38/50 in pencil (there were also 5 artist's proofs), soft handling creases, unobtrusive time staining, otherwise in very good condition, unframed. I.  $65 \times 52 \text{ cm} (25\% \times 20\% \text{ in})$ S.  $76.2 \times 56.1 \text{ cm} (30 \times 22\% \text{ in})$ 

Estimate £8,000-12,000 \$12,900-19,300 €9,700-14,600 ♠ ‡

LITERATURE Georges Bloch 522 Fernand Mourlot 115 Felix Reuße 373 Magdalena M. Moeller 148







## 5 PABLO PICASSO 1881-1973

#### Picador et taureau, 1959

Linocut in colours, on Arches paper, with full margins, Baer's fourth (final) state, signed and numbered 41/50 in pencil (there were also 20 artist's proofs), published by Galerie Louise Leiris, Paris, pale mount staining and minor foxing in the margins, otherwise in very good condition, framed.

I.  $53.5 \times 64.5$  cm ( $21\% \times 25\%$  in) S.  $61.8 \times 74.9$  cm ( $24\% \times 29\%$  in)

Estimate £20,000-30,000 \$32,200-48,300 €24,300-36,500 **♠**‡

LITERATURE Georges Bloch 907 Brigitte Baer 1229B Magdalena M. Moeller 279



Françoise Gilot next to her portrait by Picasso, 1952, in a photograph by Denise Colomb

"After his return from Poland [1948], Pablo went back to work at the Ramies' pottery but that didn't satisfy him. He was beginning to be tired of ceramics. In his lithography he had made a tremendous effort and had renewed the whole lithographic process. He had discovered new technical possibilities that no one had hit on before him which resulted in work of really unique quality."

FRANÇOISE GILOT

## 6 PABLO PICASSO 1881-1973

Femme au fauteuil No. 1 (Le manteau Polonais), 1949 Lithograph, on Arches paper, with full margins, signed and numbered 38/50 in pencil (there were also 5 artist's proofs), pale time staining and unobtrusive surface soiling in margins, two horizontal creases only visible on the reverse, otherwise in very good condition, framed. I.  $69 \times 51.5$  cm ( $27\% \times 20\%$  in) S.  $75.9 \times 56.2$  cm ( $29\% \times 22\%$  in)

Estimate £50,000-70,000 \$80,600-113,000 €60,800-85,100 ♠ ‡

LITERATURE Geroges Bloch 587 Fernand Mourot 134 Felix Reuße 409





Edward Hopper, Evening Wind, 1921, etching

## 7

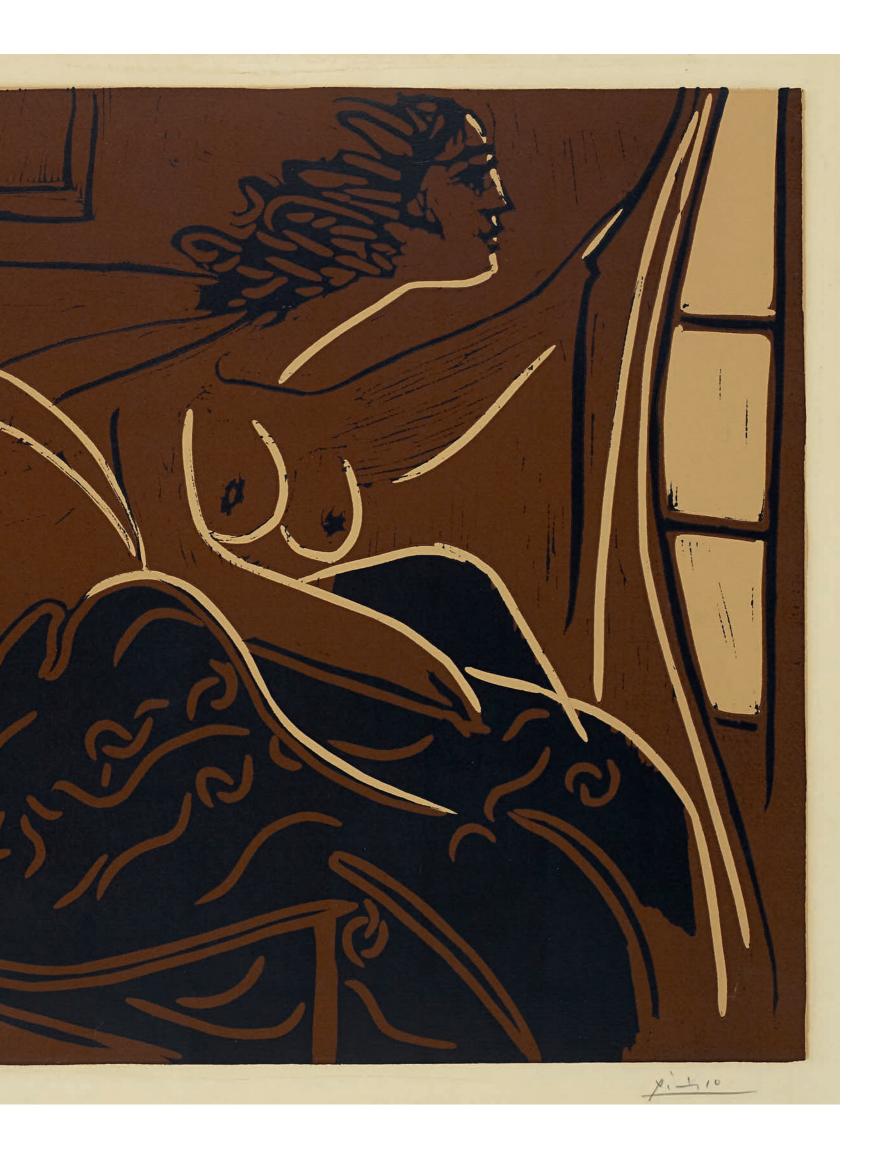
#### **PABLO PICASSO** 1881-1973

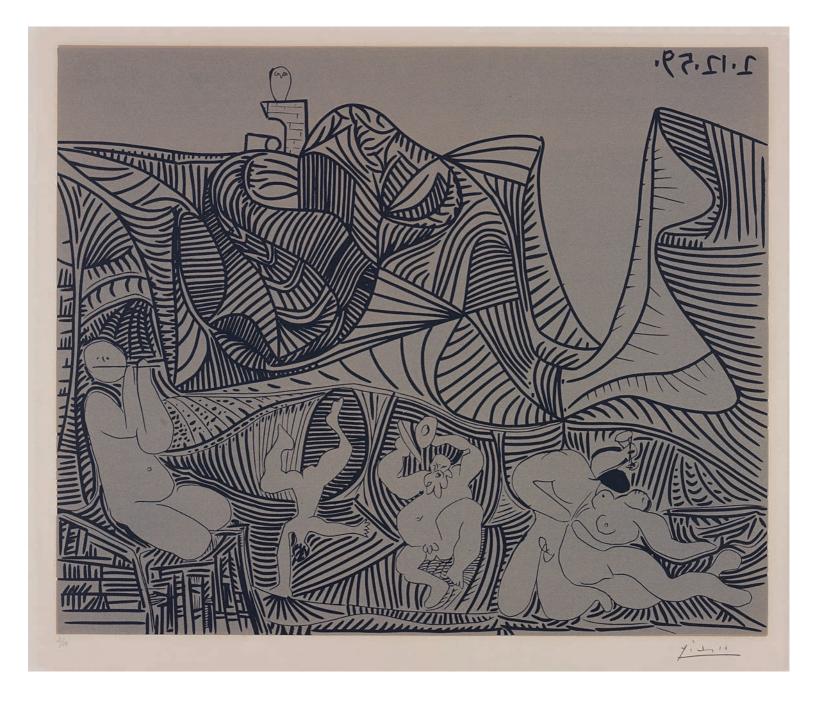
Femme regardant par la fenêtre, 1959 Linocut in colours, on Arches paper, with full margins, signed and numbered 38/50 in pencil (there were also 20 artist's proofs), published by Galerie Louise Leiris, Paris, pale time staining, otherwise in very good condition, framed. I. 53.3 × 64.2 cm ( $20\% \times 25\%$  in) S. 62.2 × 75.3 cm ( $24\% \times 29\%$  in)

Estimate £15,000-20,000 \$24,200-32,200 €18,200-24,300 ♠

**LITERATURE** Georges Bloch 925 Brigitte Baer 1249







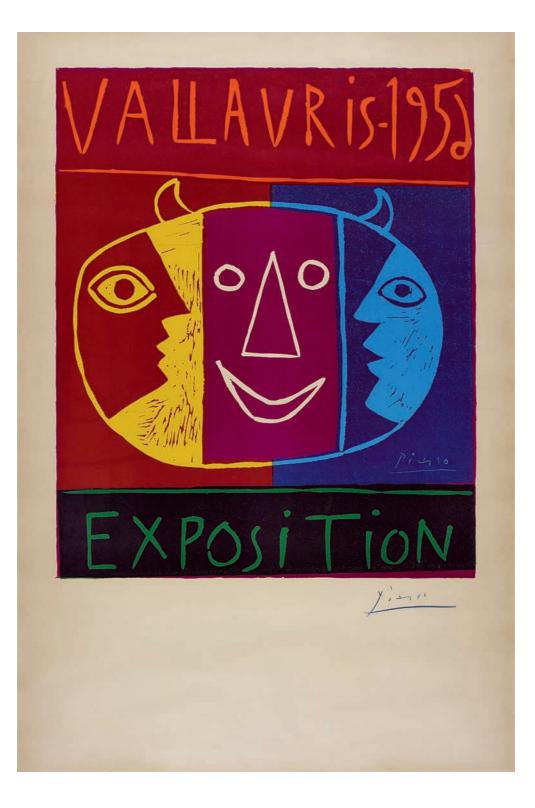
## 8 PABLO PICASSO 1881-1973

#### Bacchanale au hibou, 1959

Linocut in colours, on Arches paper, with margins, signed and numbered 3/50 in pencil (there were also 5 artist's proofs), published by Galerie Louise Leiris, Paris, pale time and mount staining on the reverse, adhesive remains with associated staining along the reverse of the sheet edges, otherwise in very good condition, unframed. I.  $53.3 \times 64.4 \text{ cm} (20\% \times 25\% \text{ in})$ S.  $97.4 \times 65 \text{ cm} (38\% \times 25\% \text{ in})$ 

Estimate £10,000-15,000 \$16,100-24,200 €12,200-18,200 ♠

**LITERATURE** Georges Bloch 938 Brigitte Baer 1265



## 9 PABLO PICASSO 1881-1973

Vallauris exposition, 1956

Linocut in colours, on wove paper, with full margins, signed in blue crayon, one of 21 artist's proofs (aside from the numbered edition of 200), published by the Association des Potiers de Vallauris, Vallauris, pale time and mount staining on the reverse, a few soft handling creases, otherwise in very good condition, unframed. I.  $65.8 \times 54$  cm ( $25\% \times 21\%$  in) S.  $97.4 \times 65$  cm ( $38\% \times 25\%$  in)

Estimate £3,000-5,000 \$4,800-8,100 €3,600-6,100 ♠

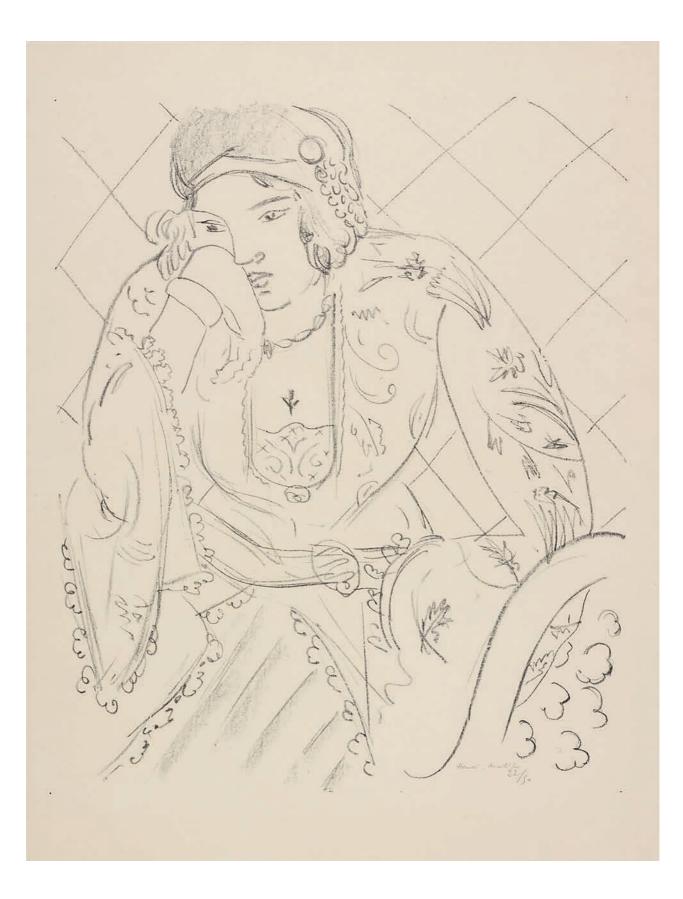
LITERATURE Georges Bloch 1271 Brigitte Baer 1042

## 10 HENRI MATISSE 1869-1954

Orientale à la croix trifoliée, 1929 Lithograph, on Velin Arches paper, with full margins, signed and numbered 22/50 in pencil, very pale time staining along extreme sheet edges, unobtrusive surface soiling in the lower margin, otherwise in very good condition, unframed. I.  $54.3 \times 45$  cm ( $21\% \times 17\%$  in) S.  $65 \times 50.5$  cm ( $25\% \times 19\%$  in)

Estimate £10,000-15,000 \$16,100-24,200 €12,200-18,200 ♠ ‡

**LITERATURE** Claude Duthuit 516



### 11 JEAN DUBUFFET 1901-1985

Personnage au chapeau, 1962

Lithograph in colours, on Arches paper, with full margins (deckle on all sides), signed, dated '62' and numbered 1/50 in pencil (there were also 2 artist's proofs and 7 hors commerce in Roman numerals), also inscribed 'Personnage au chapeau' in pencil under the mount, an unobtrusive moisture stain in the lower left of the image (only visible under raking light), rubbing in the lower margin, pale mount and time staining, otherwise in very good condition, framed. I. 55 × 38 cm (21% × 14% in)

S. 65.5 × 50.5 cm (25<sup>3</sup>/<sub>4</sub> × 19<sup>%</sup> in)

Estimate £10,000-15,000 \$16,100-24,200 €12,200-18,200 ♠

LITERATURE Sophie Webel 810





Albecht Dürer, Saint Jerome in his Study, 1514, engraving

## 12 HENRI MATISSE 1869-1954

Jeune femme devant une table garnie de fruits, 1914–15 Unique monotype, on vélin Tochon-Lepage paper, with full margins, signed and annotated 'monotype' in pencil, very minor time staining and surface soiling in the margins, otherwise in very good condition, framed. I. 12.8 × 18.8 cm ( $5 \times 7\%$  in) S. 27 × 34.2 cm ( $10\% \times 13\%$  in)

Estimate £30,000-50,000 \$48,300-80,600 €36,500-60,800 ♠

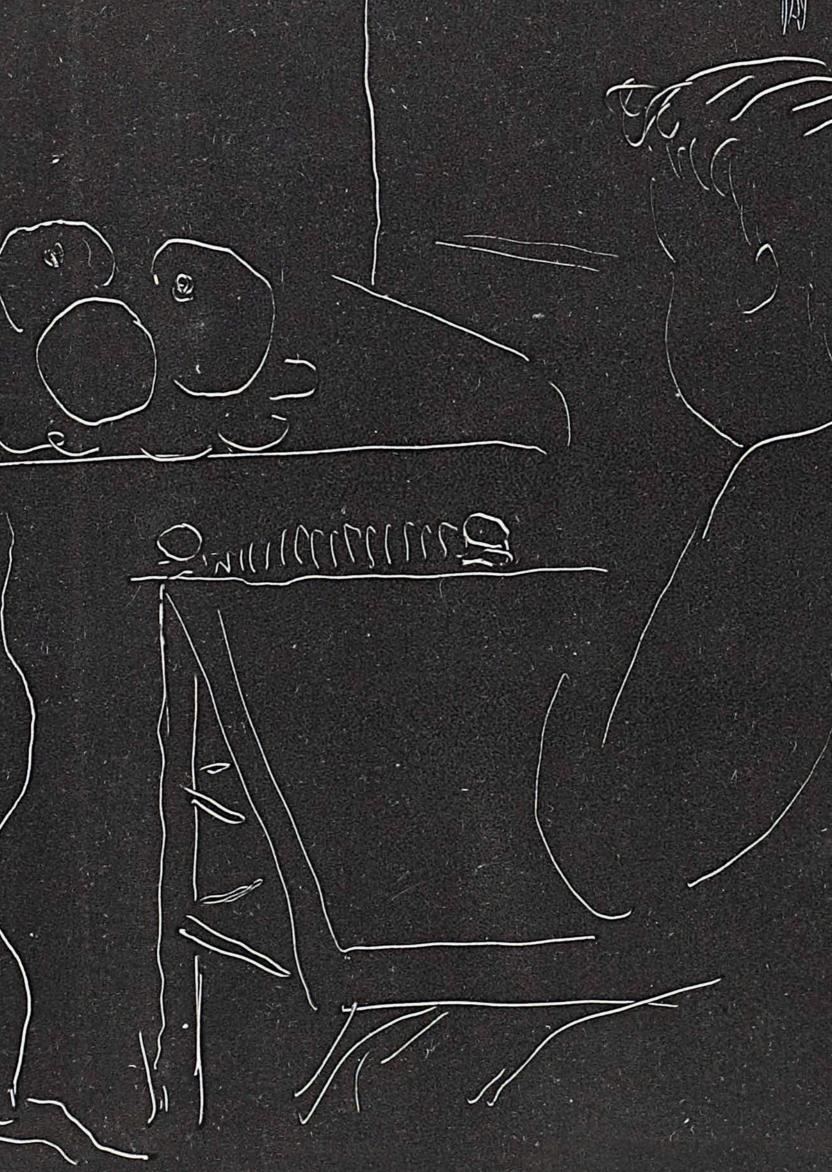
#### EXHIBITED

The Museum of Modern Art, New York and The Art Institute of Chicago, *Matisse: Radical Invention* 1913-1917, 2012, illustrated p. 189

#### LITERATURE

Claude Duthuit 345

The Art Institute of Chicago, *Graphic Modernism – Selections from the Francey and Dr. Martin L. Gecht Collection at The Art Institute of Chicago*, 2003, illustrated p. 95 From late 1913 to early 1917, Matisse entered a period of prolific printmaking, which included the creation of monotypes, the first and only time of his career he worked in this medium. These prints reflected the everyday world around him, including scenes from the studio and portraits of family and friends. Accounts from those close to him recall that he often executed these prints during breaks from painting sessions - presumably the immediacy and directness of the medium was a welcome relief from the arduous development of his paintings and offered the artist an opportunity to work through ideas quickly and concisely. The monotypes created during this period explore composition and subject shared with ongoing paintings from this time, revealing insights into the artist's working process.







PROPERTY FROM A PRIVATE EUROPEAN COLLECTION

#### GIORGIO MORANDI 1890-1964

Natura morta con cinque oggetti, 1956 Etching, on wove paper, with margins, the third state (of four), signed and numbered 10/100 in pencil (Vitali calls for an edition of 150), pale time staining and scattered pale foxing in the margins, occasional soft handling creases, trimmed margins, otherwise in very good condition, framed. I.  $14 \times 20 \text{ cm} (5\frac{1}{2} \times 7\frac{1}{8} \text{ in})$ S.  $25 \times 29 \text{ cm} (9\frac{1}{8} \times 11\frac{3}{8} \text{ in})$ 

Estimate £15,000-20,000 \$24,200-32,200 €18,200-24,300 ♠

LITERATURE Lamberto Vitali 116 iii/iv



PROPERTY FROM A PRIVATE EUROPEAN COLLECTION

#### MARC CHAGALL 1887-1985

Le Cirque, from Cirque, 1967

Lithograph in colours, on Arches paper, with full margins, signed and numbered 10/24 in pencil (from the additional suite, the regular edition was 250 plus 20 hors commerce in Roman numerals), published by Tériade, Paris, the colours very fresh, minor mount staining, otherwise in very good condition, framed. I.  $42 \times 32 \text{ cm} (16\frac{1}{2} \times 12\frac{1}{2} \text{ in})$ 

S. 53  $\times$  37 cm (20½  $\times$  14% in)

Estimate £20,000-30,000 \$32,200-48,300 €24,300-36,500 ♠

LITERATURE Fernand Mourlot 522

Patrick Cramer 68



PROPERTY FROM A PRIVATE EUROPEAN COLLECTION

#### MARC CHAGALL 1887-1985

Le Mariage, from Cirque, 1967

Lithograph in colours, on Arches paper, with full margins, signed and numbered 10/24 in pencil (from the additional suite, the regular edition was 250 and 20 hors commerce in Roman numerals), published by Tériade, Paris, the colours very fresh, one small indentation to the paper surface lower right margin, pale mount staining, otherwise in very good condition, framed. I.  $42 \times 32$  cm ( $16\frac{1}{2} \times 12\frac{1}{2}$  in)

S. 53  $\times$  37.6 cm (20½  $\times$  14% in)

Estimate £20,000-30,000 \$32,200-48,300 €24,300-36,500 ♠

LITERATURE Fernand Mourlot 494 see Patrick Cramer books 68





## 16 DAMIEN HIRST b. 1965

Hypothalamus Acetone Powder, 2012 Screenprint in colours, on wove paper, with full margins, signed, numbered 21/128 and inscribed 'for Jason' in pencil, also illustrated with a shark, butterfly and skull drawing in pencil, published by the artist (with their blindstamp), in excellent condition, unframed. S. 149.7  $\times$  134.7 cm (58%  $\times$  53 in) DAMIEN HIRST GAGOSIAN GALLERY THE COMPLETE SPOT CHARLEN ON MEDISTRATION IS TOTALATOUT FUCK WI JOURNON MEDIAN MODE COMPLETE SPOT CHARLEN ON CHARLE

Estimate £4,000-6,000 \$6,400-9,700 €4,900-7,300 ♠



### 17 LYNN CHADWICK 1914-2003

Chandelier, 1983

Three bronze candle holders with patina, each signed on the side of one leg, dated '2012' (date of casting) and numbered 161/350, 192/350 and 207/350 respectively on the underside, published by Artcurial, Paris (with their stamp), all in excellent condition, contained in original, foundry issued soft bags (lacking the petit modèle bag). Grand modèle:  $33.5 \times 13 \times 20$  cm ( $1314 \times 516 \times 776$  in) Moyen modèle:  $31 \times 10.5 \times 16$  cm ( $1214 \times 416 \times 614$  in) Petit modèle:  $24.5 \times 7.5 \times 12.5$  cm ( $958 \times 278 \times 476$  in)

Estimate £7,000-10,000 \$16,100-24,200 €12,200-18,200 ♠

LITERATURE Dennis Farr and Eva Chadwick C139, C140 and C141







# 18 YUE MIN JUN b. 1962

The Grassland Series, 2008 The complete set of eight prints, comprising four screenprints and four woodcuts in colours, on wove paper, the full sheets and full margins, all signed and numbered 2/80 or 13/80 in white crayon or pencil, published by Pace Editions, Inc., New York, all in excellent condition, all unframed. various sizes: largest S. 88.9 × 119 cm (35 × 46% in)

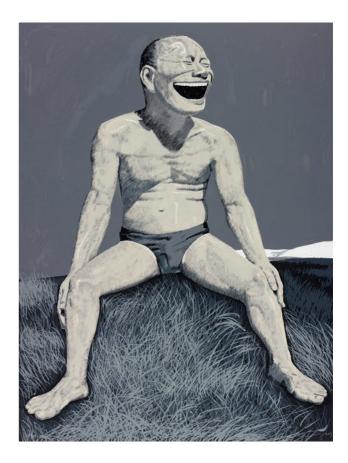
Estimate £30,000-40,000 \$48,300-64,400 €36,500-48,600 ‡

Including:

Sitting Man Laughing; Two Men in Field; Lying Head Laughing; Man Sitting on Mound; Diving Figure; Crouching Man; Three Figures; and Laughing Horns











# 19

### FRANCIS BACON 1909-1992

Study for a Portrait of Pope Innocent, 1989 Lithograph in colours, on Rives paper, with full margins, signed and numbered 14/60 in pencil (there were also 20 artist's proofs), published by Michel Archimbaud for the Librarie Séguier, Paris for IRCAM – Centre Pompidou, minor scuffing and scattered foxing throughout margins, otherwise in good condition, framed. I. 95 × 69 cm ( $37\% \times 27\%$  in) S. 115.5 × 76.8 cm ( $45\% \times 30\%$  in)

Estimate £15,000-20,000 \$24,200-32,200 €18,200-24,300 ♠

LITERATURE Alexandre Tacou 9 Bruno Sabatier 14

After Study for a Portrait of Pope Innocent X (After Velazquez), 1956



### 20 DAMIEN HIRST b. 1965

New Religion - St. Andrew, 2005

The complete set of sixty-eight screenprints (comprising eight series with original slipcases); four sculptural objects in various materials; a unique butterfly painting; a custom built altar table in birch plywood and formica; and a custom built chest in MDF and leather, all works signed and numbered 3 from their various editions (the edition for the entire set was 13, plus a 14th set of the sculptures and altar table, beyond this set, all sculptures and prints were sold on an individual basis, with varying edition sizes), published by Other Criteria and Paul Stolper Gallery, London all in very good condition. Chest:  $79 \times 110 \times 160 \text{ cm} (31\% \times 43\% \times 62\% \text{ in})$ 

Estimate £200,000-300,000 \$322,000-483,000 €243,000-365,000 ♠ ‡

Please see separate catalogue for illustrations and detailed descriptions of portfolio contents.



Altar Table, from New Religion, 2005 (lot 20)





# 21 SEAN SCULLY b. 1945

### Enter Six, 1998

The complete portfolio of six aquatints in colours, on Somerset paper, with full margins, all signed (1-5 with initials), dated '98', annotated sequentially 1-6, plate 6 titled and all numbered 'PP 3/3' in pencil (a printer's proof, the edition was 40 plus artist's proofs), co-published by the artist and Alexander and Bonin Publishing, New York, all in excellent condition, contained in original dark blue fabric-covered portfolio with title and artist's name inset in the front cover (occasional scuffing, wear at edges). 78.7 × 61 cm ( $30\% \times 24$  in)

Estimate £14,000-18,000 \$22,600-29,000 €17,000-21,900 ♠ ‡

LITERATURE Graphische Sammlung Albertina 98002.1-6













## 22 HIROSHI SUGIMOTO b. 1948

#### Time Exposed, 1991

The complete portfolio of 51 offset lithographs, with title page and colophon, on laid paper, with full margins, all with blindstamped title, date and number in lower margin, from an edition of 500, published by Kyoto Shoin Co., Ltd., Tokyo, occasional rubbing in margins, contained in original aluminium clamshell case, dent to top left corner of case and subsequently to sheets, otherwise in very good condition.

35.7 × 46.8 × 3.7 cm (14 × 18<sup>3</sup>/<sub>8</sub> × 1<sup>1</sup>/<sub>2</sub> in)

**Estimate** £5,000-7,000 \$8,100-11,300 €6,100-8,500 ‡



## 23 PETER FISCHLI & DAVID WEISS b. 1952 & 1946-2012

Son et lumière (Le rayon vert), 1990

Projection with kinetic objects including an army torch (fitted with red and green gels), turntable, corrugated plastic beaker and adhesive tape, signed, dated '1990' and numbered 12/24 in green permanent marker pen, minor wear, otherwise in very good condition.

Installation size variable, approximately:  $40 \times 80 \times 50$  cm ( $1534 \times 3112 \times 1956$  in)

Estimate £30,000-40,000 \$48,300-64,400 €36,500-48,600

Son et lumière (Le rayon vert) is a characteristic example of the artists' inventiveness, wit and interest in the relationship of the ordinary to the sublime. Here an enchanting light spectacle is created, through assembled humble materials and low-fi techniques: a revolving record turntable, refracted coloured light, a cheap plastic cup, a torch.





## 24 **CY TWOMBLY** 1928-2011

Five Greek Poets and a Philosopher portfolio, 1978 The complete set of seven lithographs with embossment, on Richard de Bas hand-mould paper, with full margins, all signed with initials, and numbered 37/40 in pencil on the reverse (there were also 9 artist's proofs), published by Propylöen Verlag, Berlin, all in very good condition, all framed, lacking the portfolio. all 1. 25.4 × 32.4 cm (10 × 12¾ in) all S. 64.5 × 50.2 cm (25\% × 19¾ in)

Estimate £25,000-35,000 \$40,300-56,400 €30,400-42,500 ‡

LITERATURE Heiner Bastian 67-73

Including Title Print; Homer; Sappho; Pindar; Callimachus; Theocritus; and Plato











### 25 ROBERT RAUSCHENBERG 1925-2008

Shirtboards, Morocco, Italy '52 portfolio, 1991 The complete portfolio of twenty-eight mixed-media prints with collage in colours, on various handmade and heavy board papers, the full sheets, all signed, dated '91' and numbered 31/65 in pencil (there were also 16 artist's proofs), published by Styria Studio, New York (with their blindstamps), all in very good condition, each in original paper folder and contained in original linencovered portfolio box with artist's name and title printed on the front in red.  $60.3 \times 57.8 \text{ cm} (23\% \times 22\% \text{ in})$ 



**Estimate** £20,000-30,000 \$32,200-48,300 €24,300-36,500 ‡

and par une fointe d'un gris trairres el par des bords. frangés. chamene des nitages est très-variable; en moverme, elle est A track a light figures en hiver, et de 3000 à 4000 en été. Mais as adviced branchoup plus grande; Gav-Lussne, dans son asconstante, à une hauteur de 7016 mètres au-dessus du in, observa au-dessus de fui des cirrus qui paraisheuteur considérable. M. d'Abbadie a observe, t viagen orageux dont la hauteur n'élait que do los da sus adam la exsponsion des nunges dans l'etanosphiere, he premier, l'hypothissist + vapeurs vesiculaires, celos estremoment petitos, creusos commo des w, or romplies d'un air plus chaud que l'air ambiaut, ALC: NO stien de la chaleur solaire; en sorie que ces vo-10 100 and the fair comme autant de petits balluns. Raile LIND ting antistenoving and and antisten our Anomality des physiciens a cut longsontais combattue d'abord par e compte au urd aai de nombreux to al ma sol offa. 743. THEP

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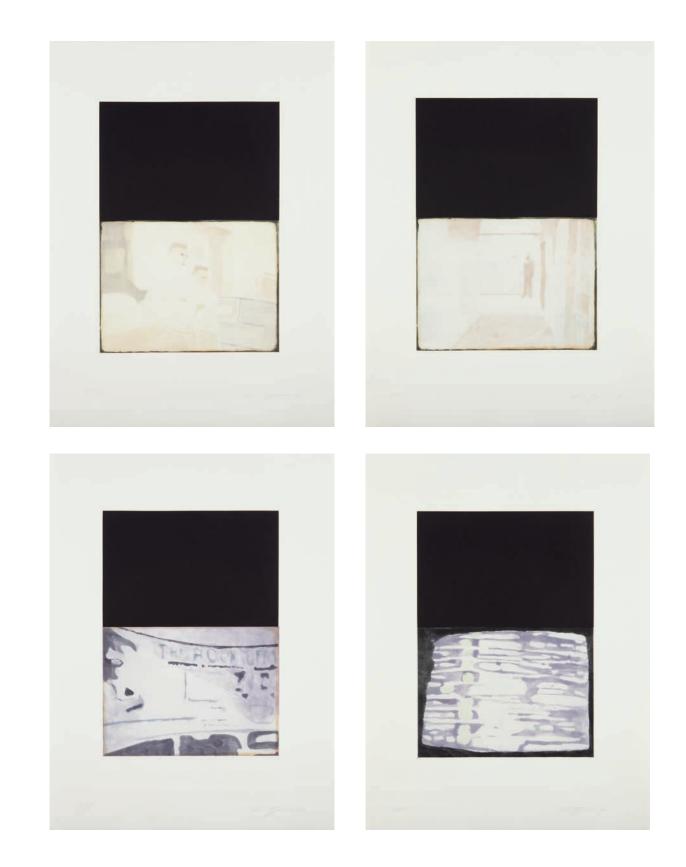








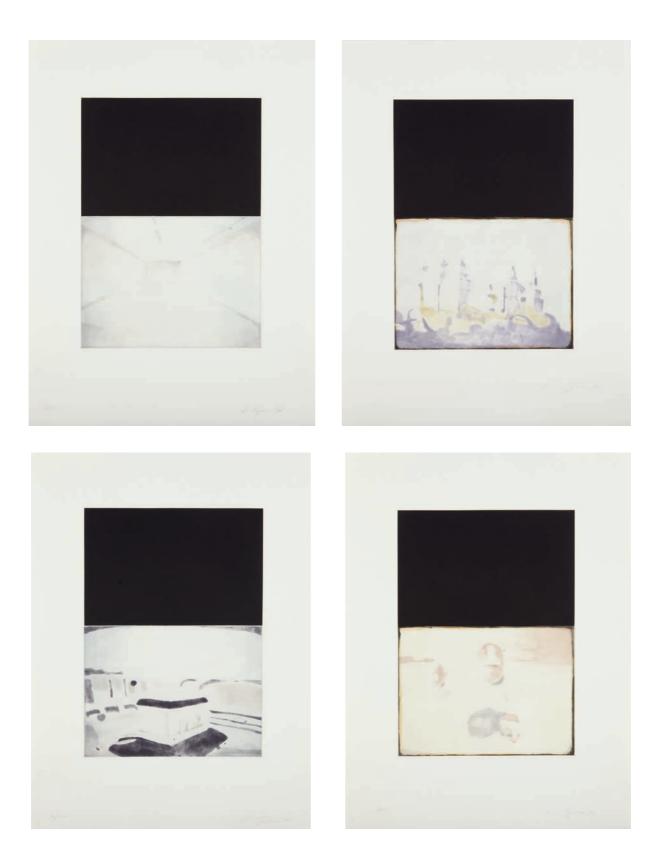




## 26 LUC TUYMANS b. 1958

*The Temple*, 1996 The complete portfolio of eight etchings with aquatint in colours, with the accompanying title sheet, on Rives BFK paper, with full margins, all signed, dated '96' and numbered 31/35 in pencil (there were also 10 artist's proofs), published by Peter Blum Edition, New York, all in excellent condition, contained in original portfolio box.  $82.2 \times 62.7 \text{ cm} (32\% \times 24\% \text{ in})$ 

Estimate £6,000-8,000 \$9,700-12,900 €7,300-9,700 ♠ ‡





## 27 FELIX GONZALEZ-TORRES 1957-1996

#### "Untitled" (For Parkett), 1994

Screenprinted billboard in colours, on eight sheets of Appleton coated stock paper, the full sheets, signed and numbered 75/84 in black ballpoint pen on the accompanying Certificate of Authenticity (there were also 15 artist's proofs, numbered with Roman numerals), published by Parkett Editions, New York and Zurich, occasional handling creases and surface soiling in margins, small tear at lower sheet edge of second left upper sheet, otherwise in very good condition, unframed. overall S. 317.5 × 690.9 cm (125 × 272 in)

Estimate £5,000-7,000 \$8,100-11,300 €6,100-8,500

LITERATURE

Edition for Parkett 39

This work is not complete until it is installed. The installation site will be its permanent location until the piece is destroyed.



28 FABIO MAURI 1926-2009 Manipolazione di cultura, 1976 The complete set of fifteen screenprints and title pages, on Fabriano paper, the full sheets, all signed and numbered 66/125 in pencil, published by La Nuova Foglio Editrice, Macerata, in generally good condition, lacking the portfolio. S. 70 × 50 cm (27½ × 19¾ in) I. 37 × 23 cm (14½ × 9 in)

Estimate £2,000-3,000 \$3,200-4,800 €2,400-3,600 ♠

#### Venice, Morning, 1995

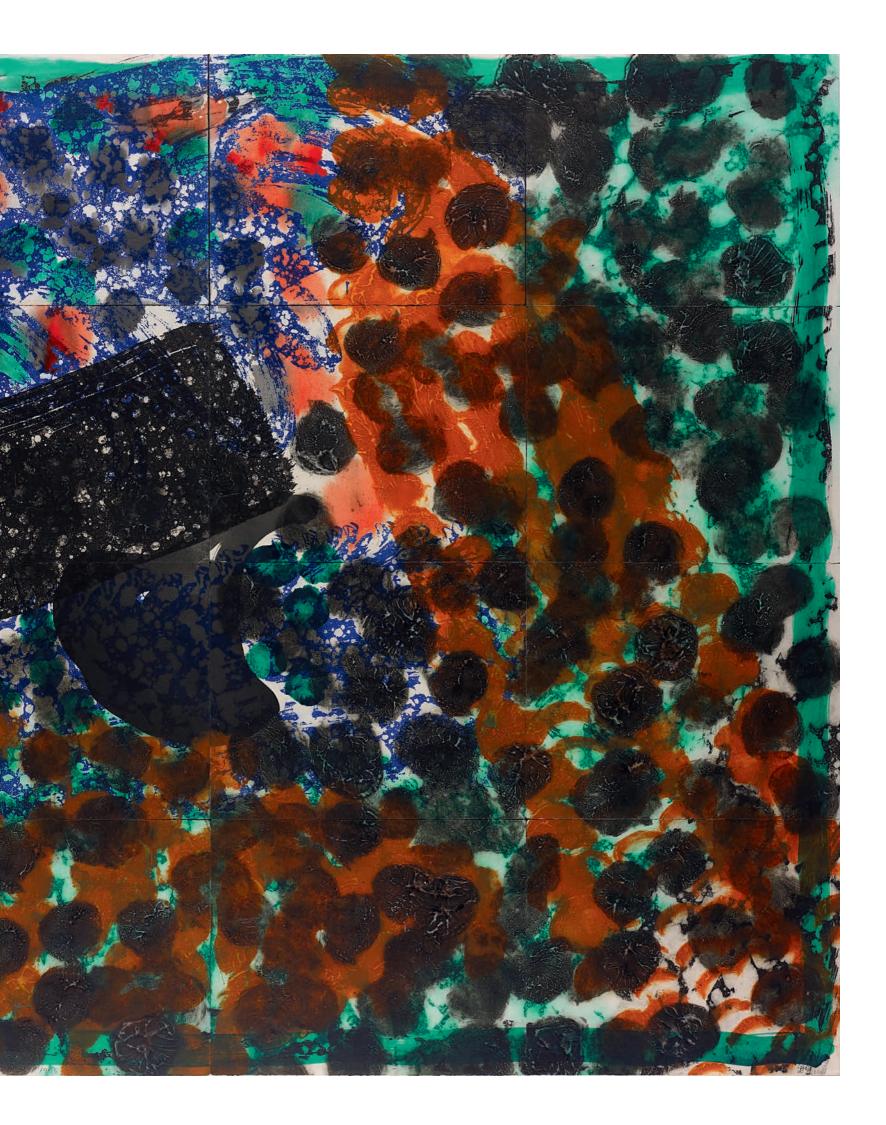
Hand-painted etching and aquatint with carborundum in colours, on sixteen sheets of Velin Arches 300 gsm paper, the full sheets, signed with initials, dated '1995' and numbered 19/60 in pencil (there were also 14 artist's proofs), published by Alan Cristea Gallery, London, in very good condition, framed. overall S. 160 × 196.5 cm ( $62\% \times 77\%$  in)

Estimate £7,000-10,000 \$11,300-16,100 €8,500-12,200 ♠

#### EXHIBITED

Alan Cristea Gallery, London, *Howard Hodgkin Venetian Views* 1995, 22 November-22 December 1995 (another example exhibited) Metropolitan Museum of Art, New York, *Howard Hodgkin: Prints from the Collection*, 1987-2002, 13 July-16 November 2010 (another example exhibited)





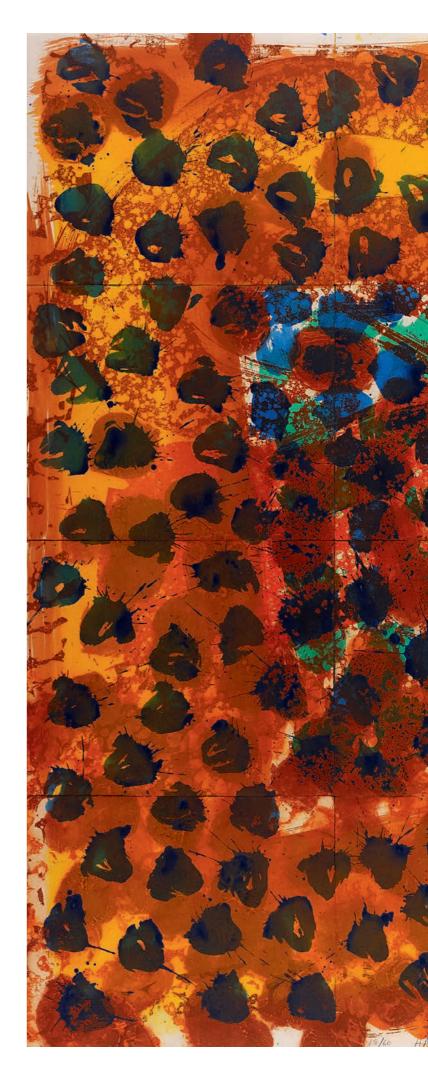
#### Venice, Afternoon, 1995

Hand-painted etching and aquatint with carborundum in colours, on sixteen sheets of Velin Arches 300 gsm paper, the full sheets, signed with initials, dated '1995' and numbered 18/60 in pencil (there were also 14 artist's proofs), published by Alan Cristea Gallery, London, in excellent condition, framed. overall S. 160 × 196.5 cm ( $62\% \times 77\%$  in)

Estimate £7,000-10,000 \$11,300-16,100 €8,500-12,200 ♠

#### EXHIBITED

Alan Cristea Gallery, London, *Howard Hodgkin Venetian Views* 1995, 22 November–22 December 1995 (another example exhibited) Metropolitan Museum of Art, New York, *Howard Hodgkin: Prints from the Collection*, 1987–2002, 13 July–16 November 2010 (another example exhibited)





#### Venice, Evening, 1995

Hand-painted etching and aquatint with carborundum in colours, on sixteen sheets of Velin Arches 300 gsm paper, the full sheets, signed with initials, dated '1995' and numbered 30/60 in pencil (there were also 14 artist's proofs), published by Alan Cristea Gallery, London, in very good condition, framed. overall S. 160 × 196.5 cm ( $62\% \times 77\%$  in)

Estimate £10,000-15,000 \$11,300-16,100 €8,500-12,200 ♠

#### EXHIBITED

Alan Cristea Gallery, London, *Howard Hodgkin Venetian Views* 1995, 22 November-22 December 1995 (another example exhibited) Metropolitan Museum of Art, New York, *Howard Hodgkin: Prints from the Collection*, 1987-2002, 13 July-16 November 2010 (another example exhibited)





#### Venice, Night, 1995

Hand-painted diptych with etching, aquatint and carborundum in colours, on Velin Arches 300 gsm paper, the full sheets, signed with initials, dated '1995' and numbered 16/30, in pencil (there were also 14 artist's proofs), published by Alan Cristea Gallery, London, in excellent condition, framed. overall S. 159 × 159 cm ( $62\% \times 62\%$  in)

Estimate £7,000-10,000 \$16,100-24,200 €12,200-18,200 ♠

#### EXHIBITED

Alan Cristea Gallery, London, *Howard Hodgkin Venetian Views* 1995, 22 November-22 December 1995 (another example exhibited) Metropolitan Museum of Art, New York, *Howard Hodgkin: Prints from the Collection,* 1987-2002, 13 July-16 November 2010 (another example exhibited)





## 33

### GERHARD RICHTER b. 1932

#### Orchid II, 1998

Offset print in colours, on lightweight cardboard, mounted between Plexiglas plates (as issued), the full sheet, signed, dated '1998', and numbered 1/25 A in felt-tip pen on the reverse (there were also 5 artist's proofs), published by the artist, Cologne, minor abrasions to the surface of the Plexiglas, otherwise in very good condition.

S. 29.4  $\times$  37.2 cm (11%  $\times$  14% in)

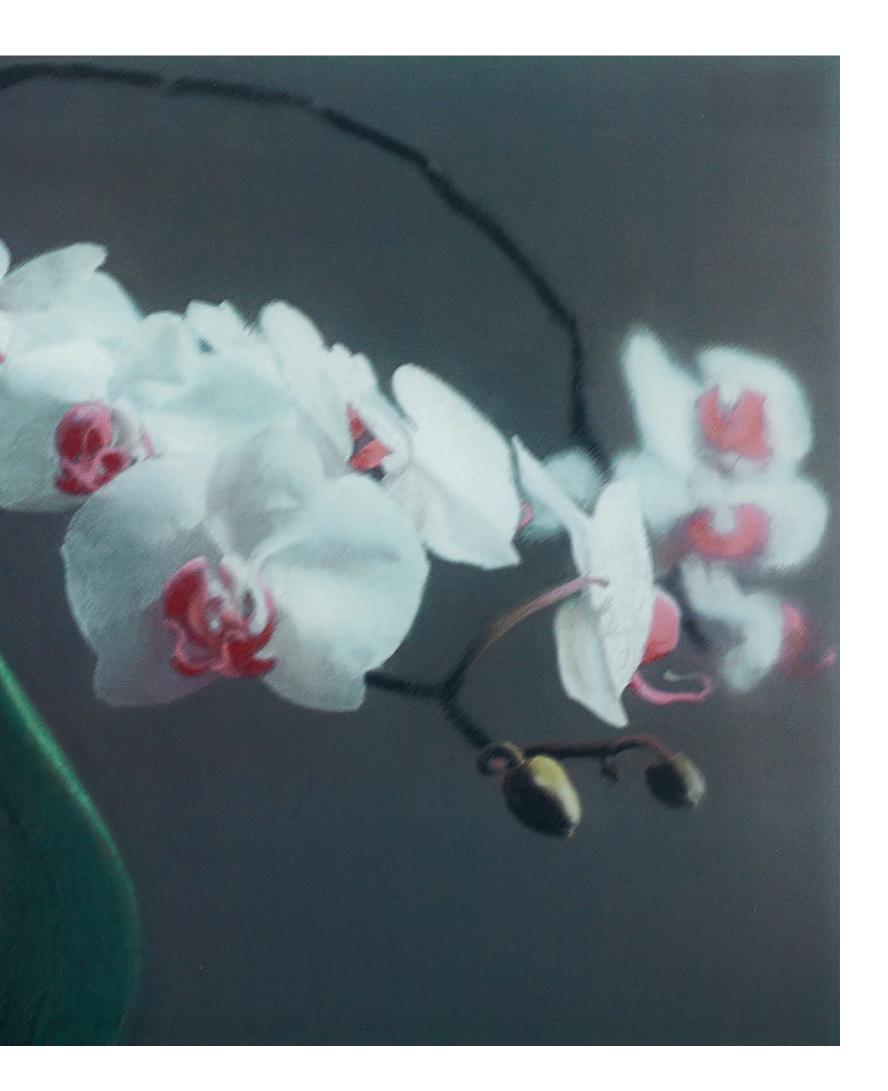
Estimate £10,000-15,000 \$16,100-24,200 €12,200-18,200 ◆ ‡

#### LITERATURE

Hubertus Butin 103 Martin Hentschel and Helmut Friedel, *Gerhard Richter*, 1998, illustrated p. 61

After the 1997 oil painting *Orchidee*, which is in turn based on a photograph taken by Richter. There were five versions made based on the same painting.





# 34

### DAVID HOCKNEY b. 1937

Black Wire Plant, 1998 Etching with aquatint, scraping, and burnishing, on Somerset Textured paper, with full margins, signed, dated '98' and numbered AP X/X in pencil (an artist's proof, the edition was 35), published by Pace Editions Inc., New York, in excellent condition, framed. I.  $61 \times 76.2$  cm ( $24 \times 30$  in) S.  $77.5 \times 91.4$  cm ( $30\frac{1}{2} \times 36$  in)

Estimate £5,000-7,000 \$8,100-11,300 €6,100-8,500 ♠

#### LITERATURE

Alan Cristea Gallery, London, David Hockney Recent Etchings, 1999, no. 4



## 35 DAVID HOCKNEY b. 1937

Chair with Book on Red Carpet, 1998

Etching and aquatint in colours with scraping and burnishing, on Somerset Satin paper, with full margins, signed, dated '98' and numbered 24/35 in pencil (there were also 10 artist's proofs numbered with Roman numerals), published by Pace Editions, Inc., New York, in very good condition, framed. I. 75.5 × 60.5 cm ( $29\frac{34}{23\%}$  in) S. 97.5 × 77.5 cm ( $38\frac{36}{23\%}$  ×  $30\frac{1}{2}$  in)

Estimate £8,000-12,000 \$12,900-19,300 €9,700-14,600 ♠ ‡

PROVENANCE

Pace Editions, Inc. Private Collection

#### LITERATURE

Alan Cristea Gallery, London, David Hockney Recent Etchings, 1999, no. 7



### 36 HOWARD HODGKIN b. 1932

#### As Time Goes By (blue), 2009

Aquatint in colours, with carborundum and hand-painting, on five hand torn sheets of Moulin de Gué 350 gsm paper, the full sheets, signed with initials, dated 'MMIX', and annotated AP 1/3 in pencil (an artist's proof, the edition was 7), published by Alan Cristea Gallery, London, occasional creasing at the sheet edges and small indentations from the corners of the frame, otherwise in very good condition, framed.

overall S. 243.8  $\times$  609.6 cm (95%  $\times$  240 in)

Estimate £35,000-45,000 \$56,400-72,500 €42,500-54,700 ♠









# **37 DAMIEN HIRST** b. 1965

In A Spin, The Action of the World on Things, Volume II, 2002 The complete set of 14 etchings in colours, on Hahnemühle 350 gsm paper, with full margins, all signed in pencil and numbered 20/68 in pencil on the colophon (there were also 6 artist's proofs), published by Paragon Press, London, all in excellent condition, all unframed, lacking original colophon (copy included) and portfolio. all I. various sizes

all S. 111.8  $\times$  91.4 cm (44  $\times$  35% in) (one horizontal)

Estimate £15,000-20,000 \$24,200-32,200 €18,200-24,300 ♠

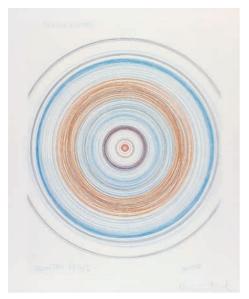
#### LITERATURE

Paragon Press Contemporary Editions Ltd., p. 88

#### Including:

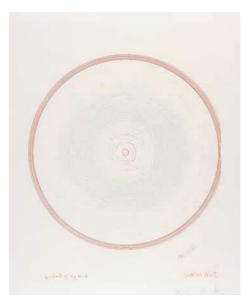
Throw it around; In the groove; Revolution; Twisted Insobriety; Twist; Spinning around; Spin spin sugar; Helter Skelter; Windmills of my mind; How to disappear completely; Catherine Wheel; Vortex; Follow my leader; and Twist & Shout







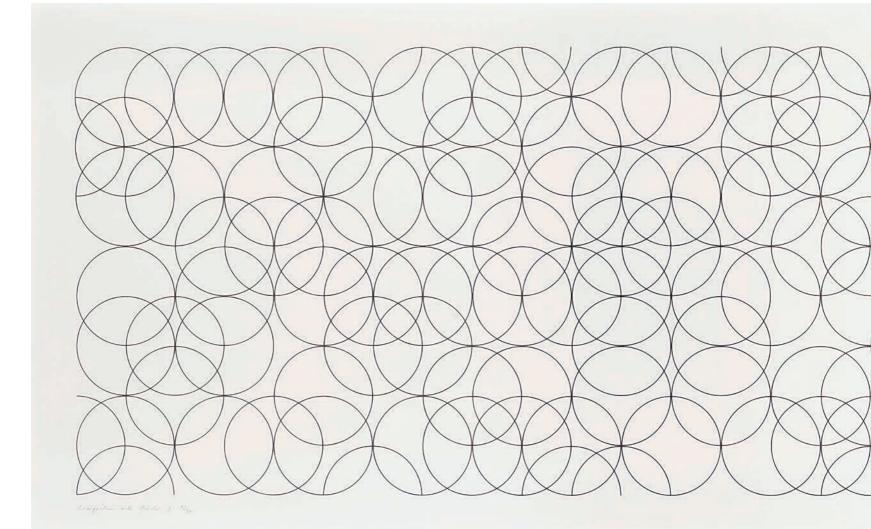












### 38 BRIDGET RILEY b. 1931

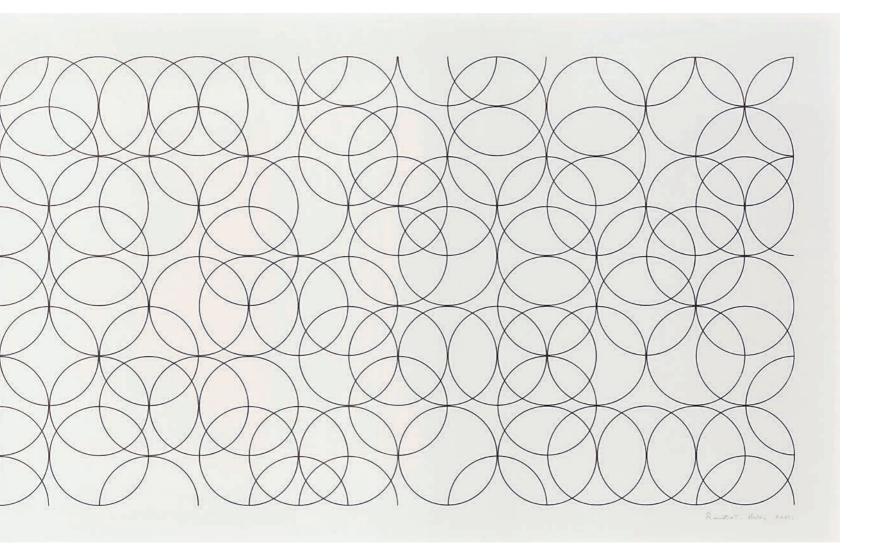
Composition with Circles 2, 2001

Screenprint, on wove paper, with full margins, titled, signed, dated '2001' and numbered 20/30 in pencil (there were also 5 artist's proofs), published by Dia Center for the Arts, New York, in excellent condition, framed.

I. 79.7  $\times$  285.1 cm (31%  $\times$  112¼ in) S. 100.3  $\times$  303.8 cm (39½  $\times$  119% in)

Estimate £8,000-12,000 \$12,900-19,300 €9,700-14,600 ♠

LITERATURE Karsten Schubert 46

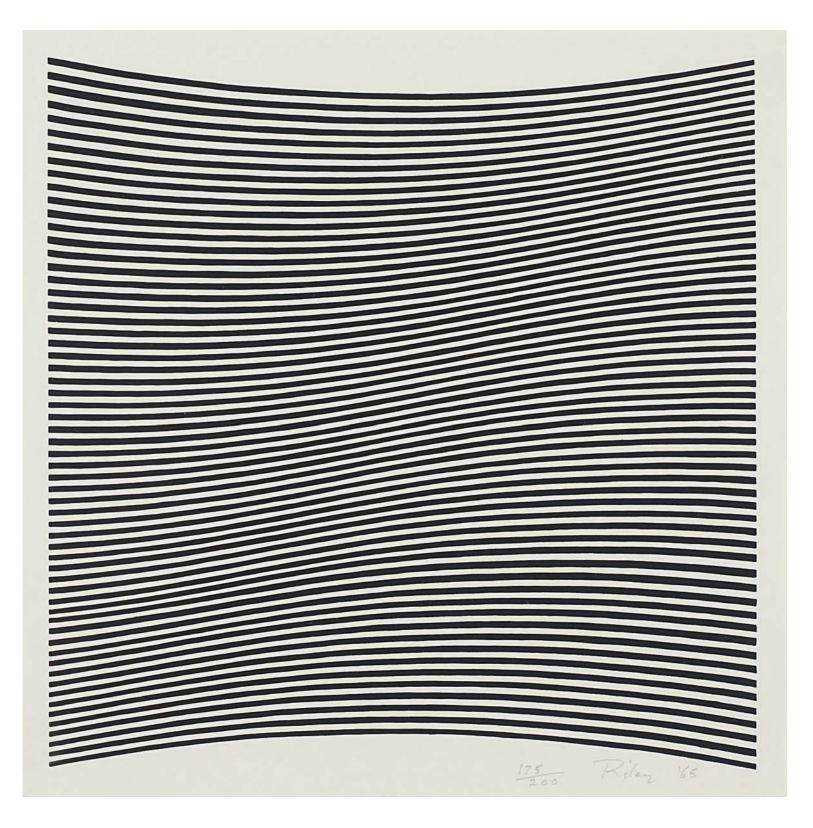


### 39 BRIDGET RILEY b. 1931

Untitled (La Lune en Rodage – Carlo Belloli), 1965 Screenprint, on wove paper, with full margins, signed, dated '65' and numbered 175/200 in pencil, published by Editions Paderma, Basel, in very good condition, framed. I. 29.5 × 29.3 cm ( $11\% \times 11\%$  in) S. 31.9 × 31.9 cm ( $12\% \times 12\%$  in)

Estimate £5,000-7,000 \$8,100-11,300 €6,100-8,500 ♠

LITERATURE Karsten Schubert 6



### 40 GERHARD RICHTER b. 1932

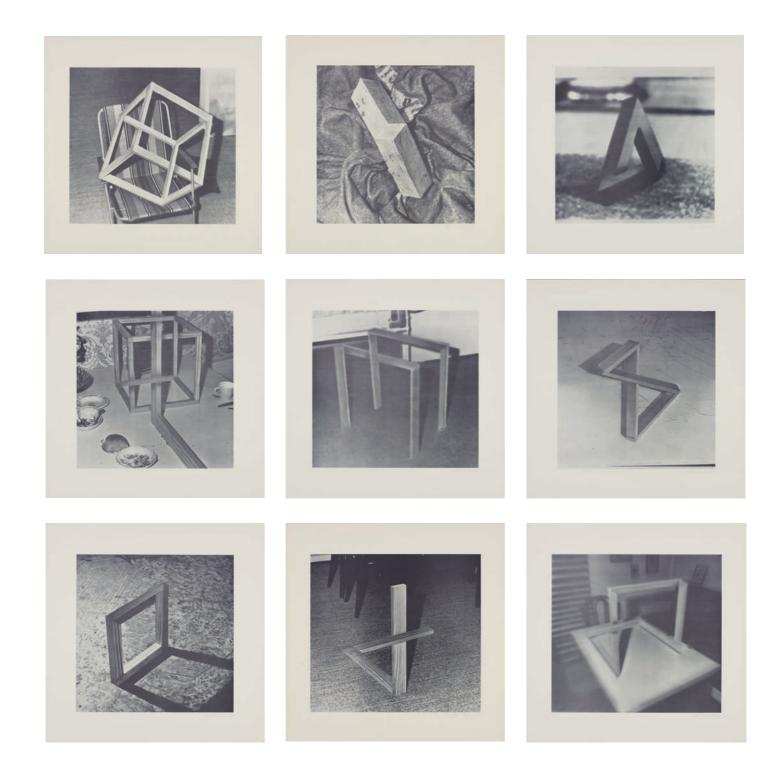
Uran, 1989

Silver gelatin print on photo paper, the full sheet, scratch signed, dated '1989' and numbered 37/50 (there were also 6 proofs numbered with Roman numerals), published by Museum Boijmans Van Beuningen, Rotterdam, slight rippling throughout the sheet, otherwise in very good condition, framed. S. 99.8 × 69.7 cm (39¼ × 27½ in)

Estimate £15,000-20,000 \$24,200-32,200 €18,200-24,300 ♠

LITERATURE Hubertus Butin 68





### 41 GERHARD RICHTER b. 1932

#### Neun Objekte, 1969

The complete portfolio of nine offset lithographs, including title page, on thin white cardboard, with full margins, all signed, dated '69' and numbered 42/50 in pencil, published by Galerie Heiner Friedrich im Verlag G. v. Pape, Munich, a pale brown moisture stain at the lower right corner of all sheets, pale time staining, otherwise all in good condition, contained in original cardboard slipcase.

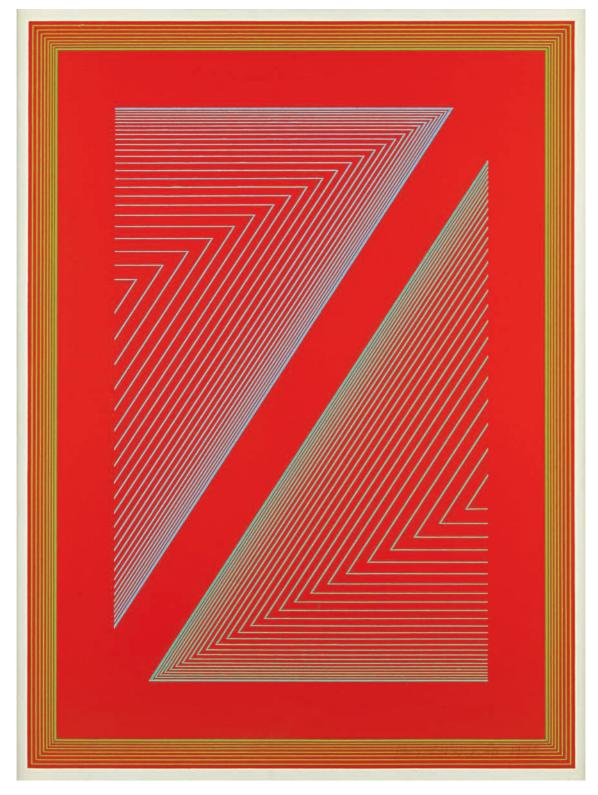
 $45.9\times45.9$  cm (18½  $\times$  18½ in)

Estimate £7,000-10,000 \$11,300-16,100 €8,500-12,200 ♠

**LITERATURE** Hubertus Butin 26

Based on the artist's photographs of wooden objects he made himself.





## 42 RICHARD ANUSZKIEWICZ b. 1930

Reflections VI – Fire Red; and Reflections VI – Deep Blue, 1979 The complete pair of two hand-painted multiples in colours, on gessoed masonite, the full sheets, both signed, dated '1979' and numbered 10/70 in pencil (there were also 15 artist's proofs), published by Editions Lassiter-Meisel, New York, both generally in very good condition, both framed. both 161.3 × 119.4 cm ( $63\frac{1}{2}$  × 47 in)

**Estimate** £5,000-7,000 \$8,100-11,300 €6,100-8,500 ‡

PROVENANCE

Collection of the artist

These two works form a 'reflective' pair. There are seven pairs in the series. Less than half the edition was manufactured.



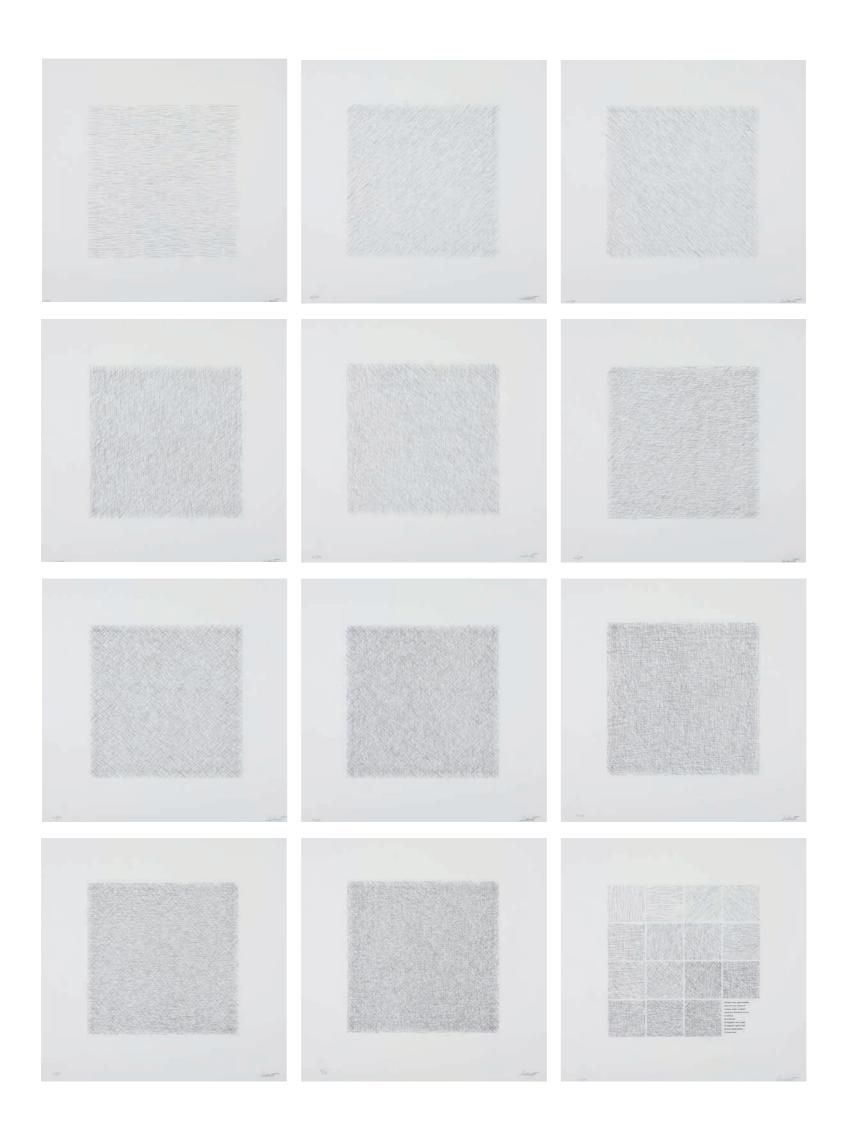
## 43 **SOL LEWITT** 1928-2007

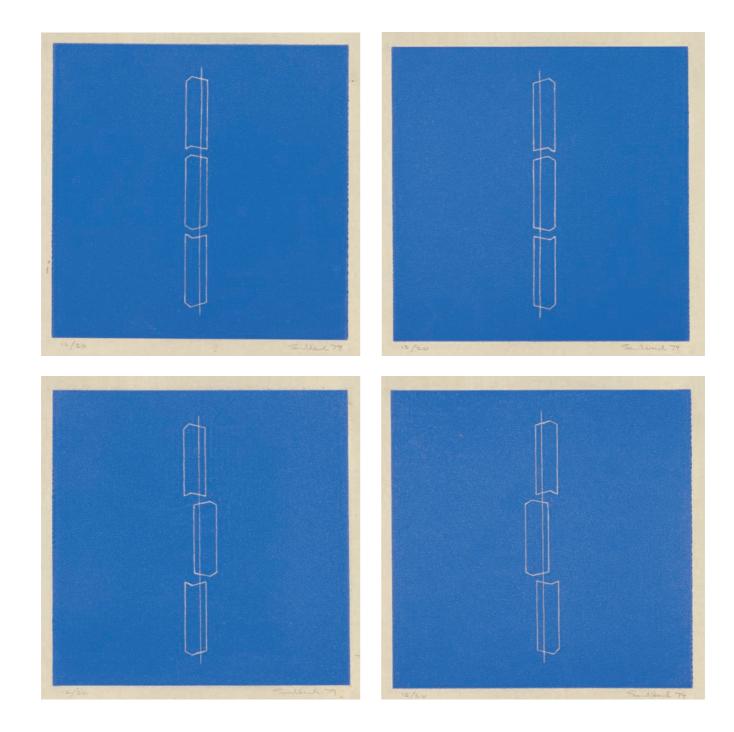
Lines of One Inch in Four Directions and All Combinations, 1971 The complete portfolio of sixteen lithographs, on Magnani paper, with full margins, all signed and numbered 41/50 in pencil (there were also 10 artist's proofs), published by Landfall Press, Chicago, all in excellent condition, contained in original cardboard slipcase.  $60.5 \times 60.3 \times 4.2 \text{ cm} (23\% \times 23\% \times 1\% \text{ in})$ 

Estimate £5,000-7,000 \$8,100-11,300 €6,100-8,500

**LITERATURE** Tate Gallery L 6 Barbara Krakow Gallery 1971.16







### 44 FRED SANDBACK 1943-2003

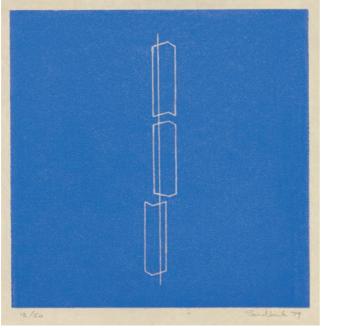
Portfolio with Eight Linocuts, 1979

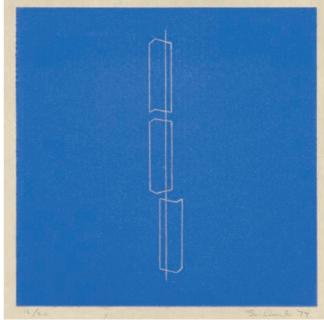
The complete set of eight linocuts in blue, on Japanese laid paper, with full margins, all signed, dated '79' and numbered 12/20 in pencil (there was also an edition of 10 numbered with Roman numerals), published by Heiner Friedrich, Munich, occasional soft creasing and surface soiling, otherwise all in very good condition, all unframed. all I. 17.8 × 17.8 cm (7 × 7 in)

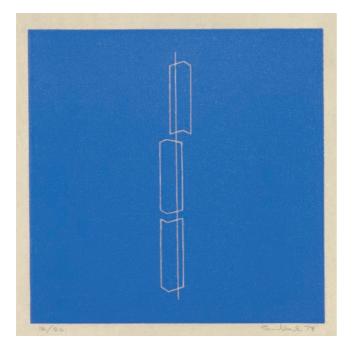
all S. 35 × 35 cm (13<sup>3</sup>/<sub>4</sub> × 13<sup>3</sup>/<sub>4</sub> in)

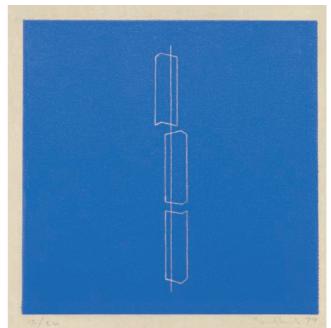
Estimate £7,000-10,000 \$11,300-16,100 €8,500-12,200

LITERATURE Fred Jahn 76-83

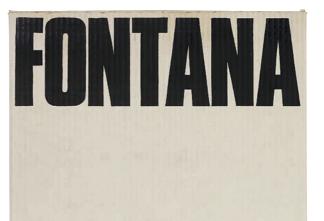












# GALERÍA RENË MËTRAS





# 45 LUCIO FONTANA 1899-1968

Concetto Spaziale (Rosso), 1968

Vacuum-formed plastic object in red, with accompanying book, the edition size unknown, published by Editions Gustavo Gili in cooperation with the Galeria René Métras, Barcelona, unobtrusive abrasion on surface and discolouration on edges, otherwise in good condition, contained in original cardboard slipcase (with minor signs of wear).  $29.5 \times 29.5 \times 2.3$  cm ( $11\% \times 11\% \times \%$  in)

Estimate £5,000-7,000 \$8,100-11,300 €6,100-8,500 ♠

LITERATURE Harry Ruhé and Camillo Rigo M-15

# 46 LUCIO FONTANA 1899-1968

Concetto Spaziale (Bianco), 1968

Vacuum-formed plastic object in white, with accompanying book, the edition size unknown, published by Editions Gustavo Gili in cooperation with the Galeria René Métras, Barcelona, unobtrusive discolouration at top edge, otherwise in very good condition, contained in original cardboard slipcase (with minor signs of wear).  $29.9 \times 29.5 \times 2.3$  cm ( $11\frac{3}{4} \times 11\frac{5}{8} \times \frac{7}{8}$  in)

Estimate £5,000-7,000 \$8,100-11,300 €6,100-8,500 ♠

LITERATURE Harry Ruhé and Camillo Rigo M-15

### 47

#### **LUCIO FONTANA** 1899-1968

Concetto Spaziale, 1966 Perforated silver foil on cardboard, signed and numbered 11/30, published by Scheiwiller, Milan, soft creasing in the foil along the top edge, otherwise in very good condition.  $37.5 \times 10 \times 10 \text{ cm} (14\frac{34}{4} \times 3\frac{36}{8} \times 3\frac{36}{8} \text{ in})$ 

Estimate £15,000-20,000 \$24,200-32,200 €18,200-24,300 ♠

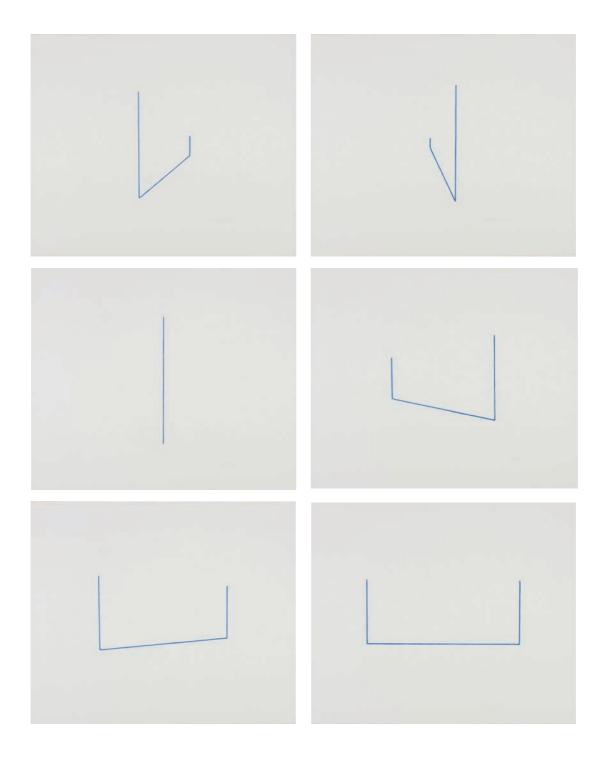
#### PROVENANCE

Centro Fly Casa, Milan Acquired from the above by the present owner

#### LITERATURE

Harry Ruhé and Camillo Rigo M-2 Vittorio Gregotti, 'Avanguardie nella produzione di serie', *Arte figurative*, Milan, 1966 (illustrated)





### 48 FRED SANDBACK 1943-2003

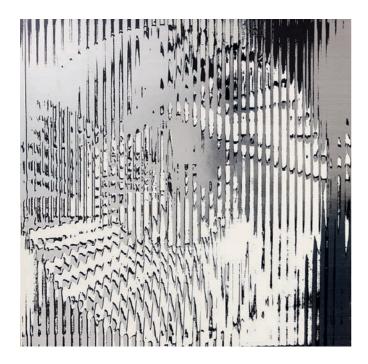
Six Lithographs, 1975

The complete set of six lithographs in colours, on handmade paper, with full margins, all signed, dated '1975' in pencil (from the edition of 300, there was also an edition of 25 and 10 in Roman numerals on Japanese laid paper), published by Griffelkunst-Vereinigung, Hamburg, in very good condition, all unframed.

all I. various sizes all S. 44.5  $\times$  53.2 cm (17½  $\times$  20% in)

Estimate £2,500-3,500 \$4,000-5,600 €3,000-4,300

LITERATURE Fed Jahn 22–27









# 49 HEINZ MACK b. 1931

Kombinationsppiel, 1970 The complete album of twelve screenprints (10 in colour), on cardboard, partly laminated with aluminium foil, the full sheets, all signed and numbered 20/80 in pencil, published by Galerie Müller, Stuttgart, in very good condition, contained in original album with block book binding, lacking the front cover. all S.  $35 \times 35$  cm ( $13\frac{34}{3} \times 13\frac{34}{3}$  in)

Estimate £2,000-3,000 \$3,200-4,800 €2,400-3,600 ♠

LITERATURE Heinz Mack 47

#### 50 MIKE KELLEY 1954-2012 Timeless/Authorless, 1995

The complete set of fifteen black and white photographs, mounted on museum board (as issued), the full sheets, all signed, dated '1995' in pencil, also sequentially annotated #1-#15 respectively and numbered 2/5 in pencil on the reverse, published by Patrick Painter Editions, Los Angeles, all in very good condition, all framed. all S. 78.5 × 60.2 cm ( $30\% \times 23\%$  in)

Estimate £50,000-70,000 \$80,600-113,000 €60,800-85,100 ‡

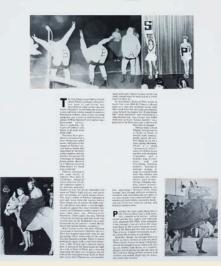
**PROVENANCE** Patrick Painter Inc., Los Angeles Private Collection, USA











# Los Angeles Times



# Rölner Stadt-Anzeiger



#### SIGNAL THE









# **The Detroit News**











# Rölner Stadt-Anzeiger









# Detroit Free Press





























LA WEEKLY



Let's Not Talk **About Sex** 

has the most cake and eats it too











# 51

PROPERTY FROM A PRIVATE COLLECTION, UNITED KINGDOM **ED RUSCHA** b. 1937

News, Mews, Pews, Brews, Stews & Dues portfolio, 1970 The complete portfolio of six organic screenprints in colours, on Silverbrook Antique Finish paper, with full margins, with title page and colophon listing the ingredients used for each print, all signed, dated '1970' and annotated A.P. in pencil (one of 25 artist's proofs, the edition was 125), published by Editions Alecto, London, all in very good condition, contained in original red velvet portfolio. 62.7 × 84 cm (245/8 × 331/8 in)

#### Estimate £8,000-12,000 \$11,300-16,100 €8,500-12,200

#### LITERATURE

Siri Engberg and Clive Phillpot 34-39

Tessa Sidey, Editions Alecto: Original Graphics, Multiple Originals 1960-1981, Lund Humphries, London, 2003, nos. 982-87, pp. 208-09, pl. 147-48.

News: screenprint, organic, split fount for background, printed with blackcurrant pie filling, over red salmon roe.

Mews: screenprint, organic, background printed with Bolognese sauce, split fount for letting, printed with blackcurrant pie filling over cherry pie filling, over mixed raw egg.

Pews: screenprint, organic, background printed with Hershey's chocolate flavour syrup and Camp coffee and chicory essence (6:4), with squid ink for lettering.

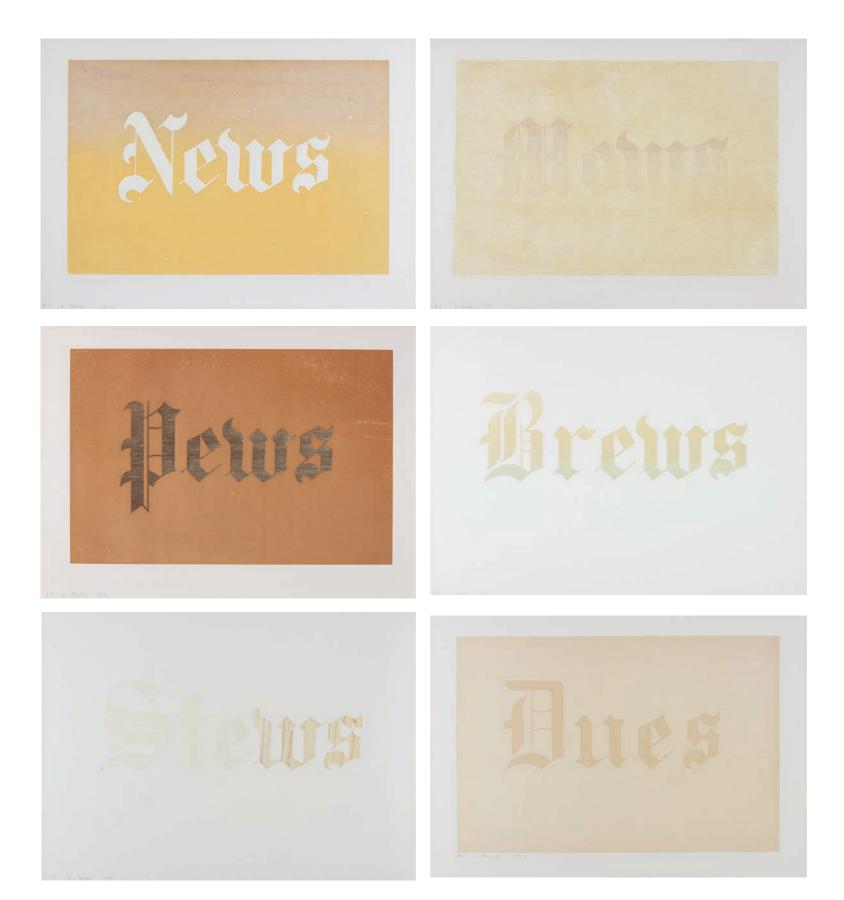
Brews: screenprint, organic, split fount lettering printed with axle grease, over caviar.

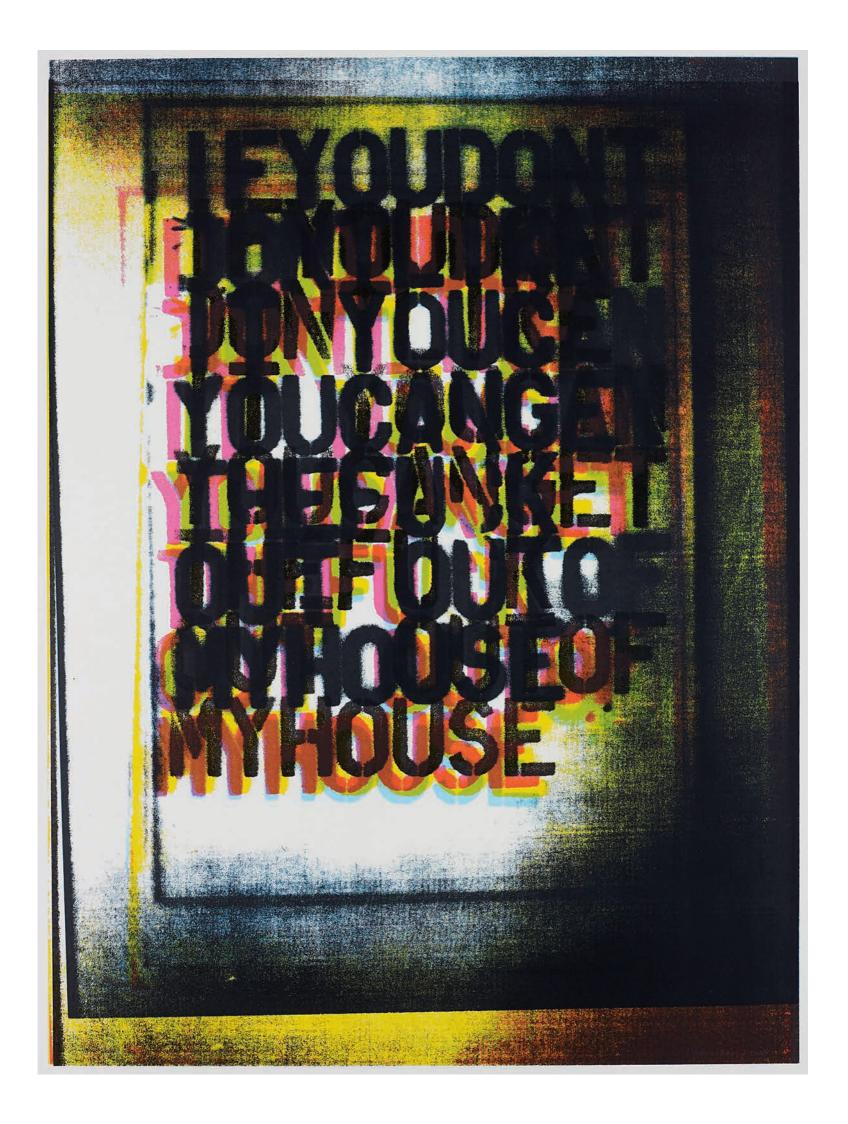
Stews: screenprint, organic, split fount lettering printed with crushed baked beans, caviar, fresh strawberries, cherry pie filling, mango chutney, tomato paste, daffodils, tulips, and leaves.

Dues: screenprint, organic, background and lettering printed with Branston Pickle.

Also includes leaflet with photos by Tony Evans of Ed Ruscha shopping Covent Garden and series of contact sheets showing Ed Ruscha and Lyndon Haywood at work on printing this series.

"Lyn (Haywood) and Ed Ruscha would go out to buy products, Ruscha was interested in the colours from unorthodox materials... We had the problem that egg salmon roe for example might change over a month from when it was first proofed. Some of the images with time have got darker, others lighter, as the cellulose in the good cartridge paper that was used reacts with the organic stains and changes the colour...Baked beans and crushed daffodils, for example, gave you little colour, others like salmon roe printed darker than one might think." (Kevin Harris, interviewed by Tessa Sidey for Editions Alecto: Original Graphics, Multiple Originals 1960-1981, Lund Humphries, London, 2003)







Typical welcome mat

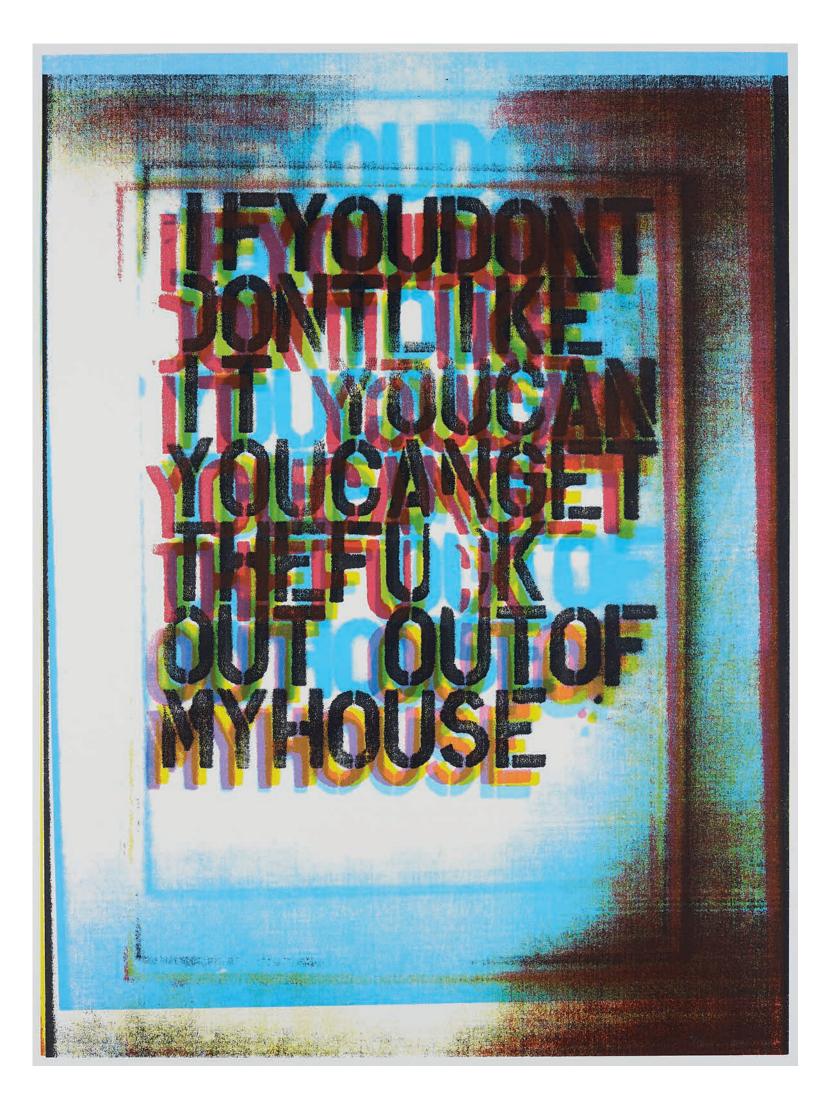
# 52

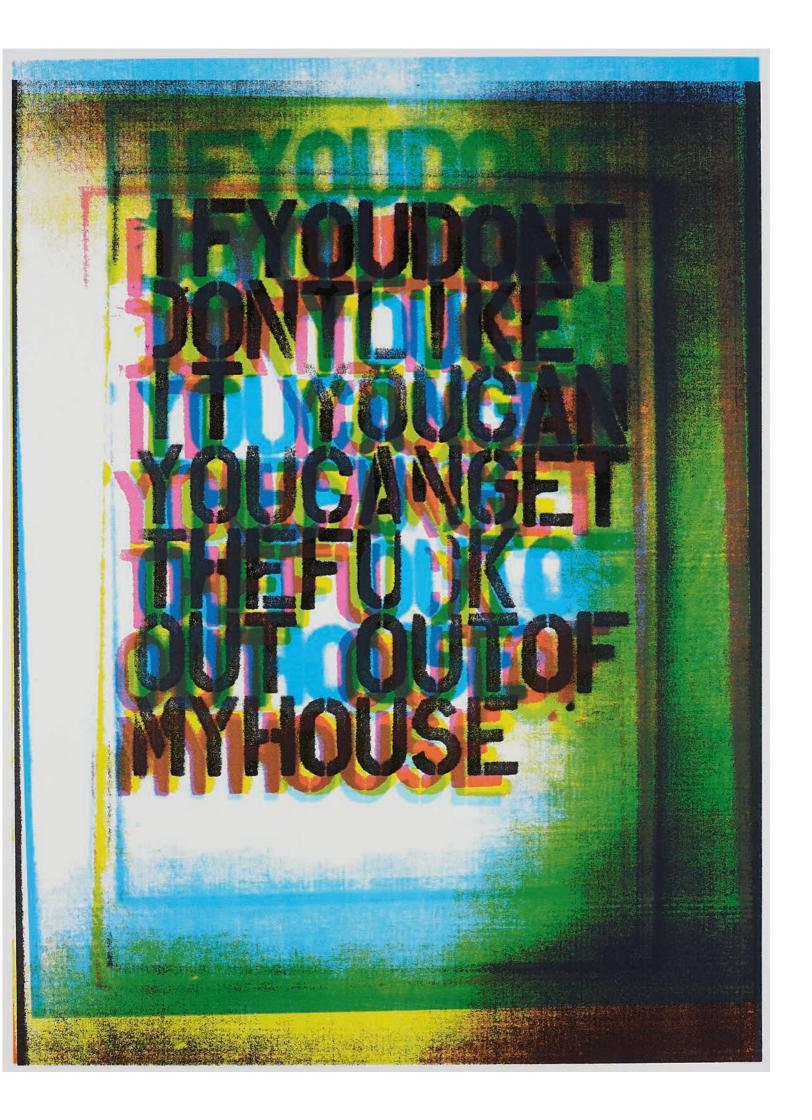
PROPERTY FROM A PRIVATE EUROPEAN COLLECTION

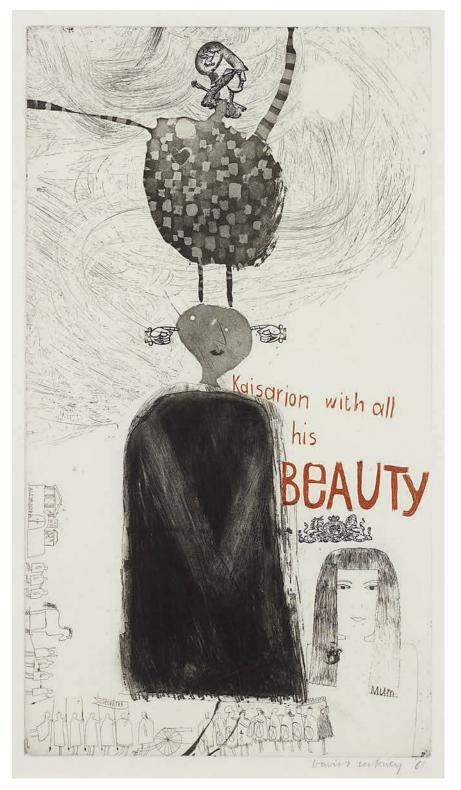
#### CHRISTOPHER WOOL b. 1955

*My House I; II; and III,* 2000 The complete series of three screenprints in colours, on Matt Custom Art paper, with full margins, all signed, dated '2000' and numbered 78/100 in pencil, published by Counter Editions, London, all in excellent condition, contained in original folder. all I. 99.1 × 73.7 cm (39 × 29 in) all S. 101.6 × 75.9 cm (40 × 29% in)

Estimate £20,000-30,000 \$32,200-48,300 €24,300-36,500







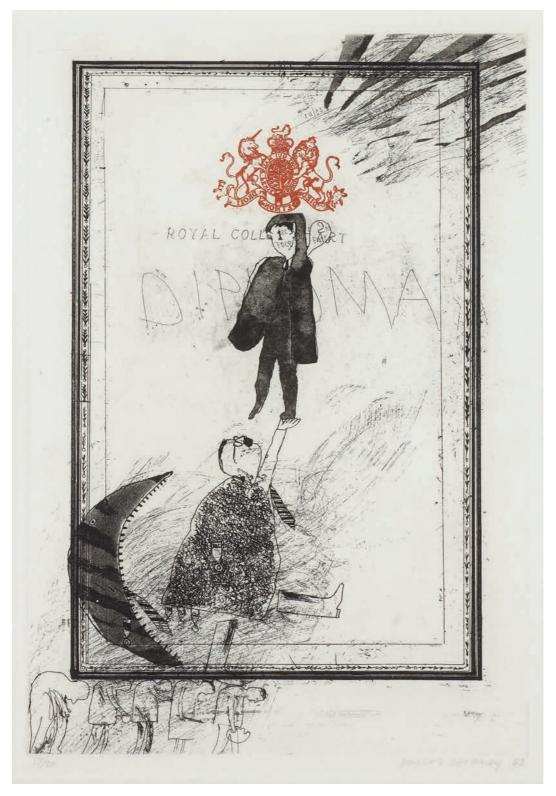
## 53 DAVID HOCKNEY b. 1937

Kaisarion with all his Beauty, 1961 Etching and aquatint in colours, on J Whatman Crisbrook handmade paper, with full margins, signed and dated '61', from an un-numbered edition of approximately 50 impressions, published by the artist, very minor surface soiling, otherwise in very good condition, framed. I.  $49.3 \times 27.5$  cm ( $19\% \times 10\%$  in) S.  $57.8 \times 39.3$  cm ( $22\% \times 15\%$  in)

Estimate £10,000-15,000 \$16,100-24,200 €12,200-18,200 ♠

LITERATURE Scottish Arts Council 8

Museum of Contemporary Art, Tokyo 8



## 54 DAVID HOCKNEY b. 1937

Royal College of Art – Diploma, 1962 Etching and aquatint in colours, on J Whatman Crisbrook handmade paper, with full margins, signed, dated '62' and numbered 17/50, published by the artist, unobtrusive creasing in the margins, otherwise in very good condition, framed. I.  $40 \times 28 \text{ cm} (15\% \times 11 \text{ in})$ S.  $56.7 \times 39.7 \text{ cm} (22\% \times 15\% \text{ in})$ 

Estimate £15,000-20,000 \$24,200-32,200 €18,200-24,300 ♠

LITERATURE Scottish Arts Council 12 Museum of Contemporary Art, Tokyo 12



## 55 RICHARD HAMILTON b. 1922

Composer Series, 1972

Four offset prints and postcards, on wove paper, signed and numbered 37/50, 46/50, 47/50, and 48/50 respectively in pencil (there were also 5 artist's proofs), and inscribed 'Wish you were here – Richard' in black ink on the reverse, published by Studio Marconi, Milan, all generally in very good condition, all framed.

all I. 14.5 × 14.5 cm (5<sup>3</sup>/<sub>4</sub> × 5<sup>3</sup>/<sub>4</sub> in) all S. 25.3 × 25 cm (9<sup>7</sup>/<sub>8</sub> × 9<sup>7</sup>/<sub>8</sub> in)

Estimate £4,000-6,000 \$6,400-\$9,700 \$4,900-\$7,300 •

LITERATURE Etienne Lullin M8







Each offset print comprises a unique postcard of Milan, with Hamilton's 'composer' laid over the top and framed together as a multiple. The 'composer' developed from Hamilton's 1969 conceptual Chicago Project, in which he instructed Ed Paschke, a young Chicago artist, to: "Take a piece of paper, 1 inch high by 1½ inches wide. The hole should be square with a corner of the paper, 1 inch to the left of the right hand edge and 3/4 inch from the bottom edge". The resulting 'composer' could be placed over any postcard to isolate an unexpected portion of the image and thereby unburden the artist of aesthetic responsibility.



### 56 RICHARD HAMILTON b. 1922

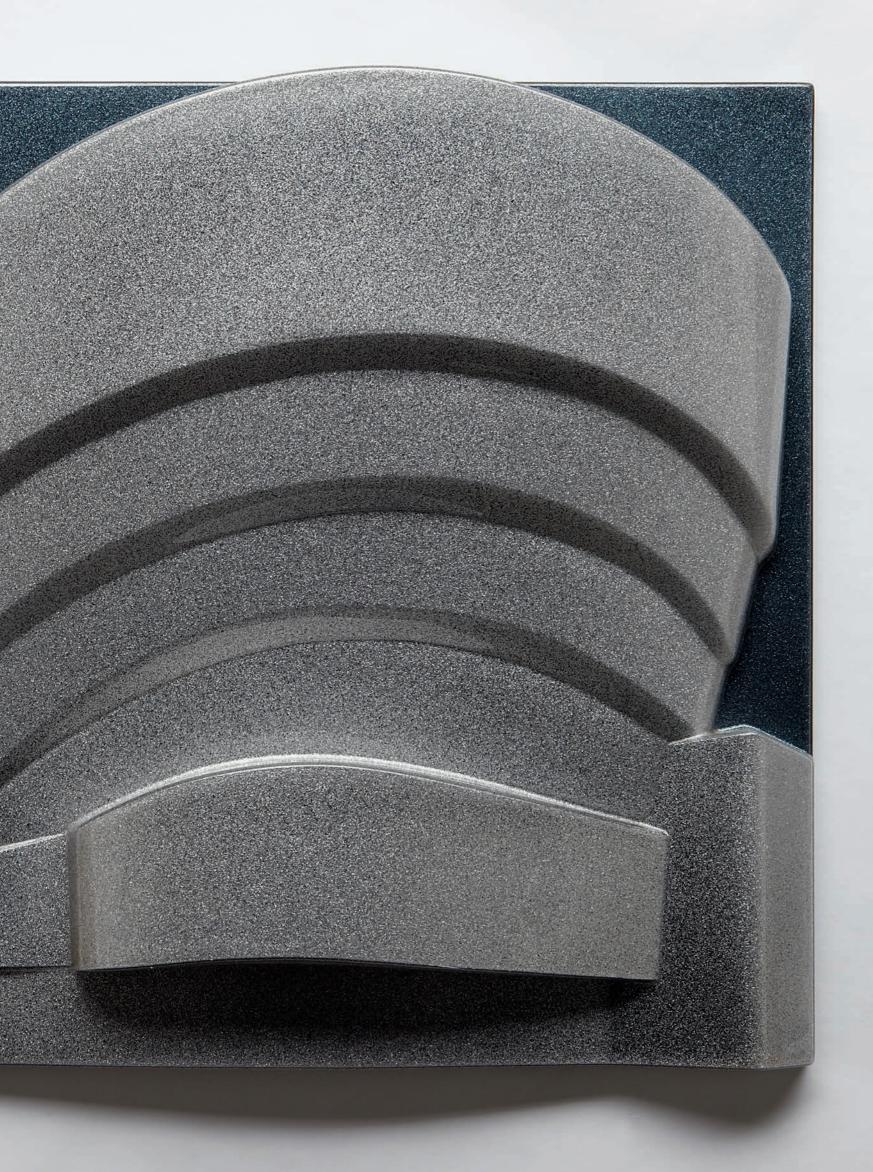
The Solomon R Guggenheim Museum, 1976

Unique, 3-D vacuum-formed multiple, spray painted with silver coloured metal flake paint, signed, dated '1965/76' and annotated 'Metalflake Silver/Gunmetal' on the underside in black marker pen and numbered 14 on the side of the polystyrene case in black marker pen (this work was number 14 from 20 variants), in excellent condition, contained in original polystyrene case.  $58.8 \times 59.3 \times 9.7$  cm ( $23\% \times 23\% \times 3\%$  in)

Estimate £20,000-30,000 \$32,200-48,300 €24,300-36,500 ♠ ‡

LITERATURE Etienne Lullin p. 280





### 57 RICHARD HAMILTON b. 1922

Toaster, 1967

Offset lithograph in colours with screenprint and collaged metallised polyester, on T. H. Saunders paper, mounted on board, the full sheet, signed and numbered 3/75 in pencil, published by the artist, occasional soft creasing and minor soiling, otherwise in very good condition, framed. S.  $88.9 \times 63.4 \text{ cm} (35 \times 24\% \text{ in})$ 

Estimate £12,000-18,000 \$19,300-29,000 €14,600-21,900 ♠

LITERATURE Etienne Lullin 63



#### Toaster

New, practical, outstanding, this print was made possible by a number of fresh ideas. The proof of the excellence of the toaster that inspired this work of art has been supplied by the results of severe endurance tests recently performed. The appliance was kept working for a total of 1458.3 hours (not counting brief periods for cooling). This was the time taken to toast 50 000 slices of bread. That is a pile of bread well over a quarter of a mile high.

high. Just how outstanding the design is can be proved by the fact that it has been included among the most attractive objects for everyday use exhibited at the New York Museum of Modern Art – the only automatic toaster in the world to achieve this honour.

White bread, black bread or even rye bread? Ask your friends and neighbours and they will tell you that toast is a first-class delicacy. It tastes good and has never been the cause of anyone losing their driving licence. It keeps you fit and your body needs it. Printed on Saunders plain mould special printing s/o demi 80.5 lb/500 (complete with Marlerfilm and Marlerflex ink and applied metallized silver polyester) in an edition of 75. Dimensions 25" wide, 35" high, image area 23" square.











### ALLEN JONES b. 1937

A Fleet of Buses portfolio, 1966

The complete portfolio of five shaped lithographs in colours, on Arches paper, the full sheets, all signed and numbered 19/20 in pencil (there were also 10 artist's proofs), published by Editions Alecto, London, the loose sheets in excellent condition, contained in the original rexine-covered portfolio box (scratches and wear), lacking the title page.

66.4  $\times$  58.3 cm (26½  $\times$  22% in)

Estimate £8,000-12,000 \$12,900-19,300 €9,700-14,600 ♠

LITERATURE Richard Lloyd 37



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

Flowers, 1970

Screenprint in colours, on wove paper, the full sheet, signed in ballpoint pen and numbered 97/250 with a rubber stamp on the reverse (there were also 26 artist's proofs), published by Factory Additions, New York, occasional creasing at edges, pale mat staining on the reverse, otherwise generally in good condition, framed. S.  $91.4 \times 91.4 \text{ cm} (35\% \times 35\% \text{ in})$ 

Estimate £15,000-20,000 \$24,200-32,200 €18,200-24,300

LITERATURE





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

Marilyn Monroe (Marilyn), 1967 Screenprint in colours, on wove paper, the full sheet, signed in pencil and numbered 191/250 with a rubber stamp on the reverse (there were also 26 artist's proofs), published by Factory Additions, New York, unobtrusive pale moisture staining lower left corner, minor defects to extreme sheet edges on the reverse, otherwise in good condition, framed. S. 91.2 × 91.3 cm (35% × 35% in)

Estimate £80,000-120,000 \$129,000-193,000 €97,300-146,000

#### LITERATURE



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

Marilyn Monroe (Marilyn), 1967

Screenprint in colours, on wove paper, the full sheet, signed in pencil and numbered 191/250 with a rubber stamp on the reverse (there were also 26 artist's proofs), published by Factory Additions, New York, abrasions and creases with associated ink loss in the corners, otherwise in good condition, framed. S.  $91.4 \times 91.4 \text{ cm} (35\% \times 35\% \text{ in})$ 

Estimate £40,000-60,000 \$64,400-96,700 €48,600-72,900

#### LITERATURE



PROPERTY FROM A PRIVATE EUROPEAN COLLECTION

#### **ANDY WARHOL** 1928–1987

Lenin, 1987 Screenprint in colours, on Arches 88 paper, the full sheet, signed and annotated 'AP 10/24' in pencil (an artist's proof, the edition was 120), published by Galerie Bernd Klüser, Munich, apparently in excellent condition, unexamined out of the frame. S.  $100 \times 74.9 \text{ cm} (39\% \times 29\frac{1}{2} \text{ in})$ 

Estimate £40,000-60,000 \$64,400-96,700 €48,600-72,900

#### LITERATURE



PROPERTY FROM A PRIVATE EUROPEAN COLLECTION

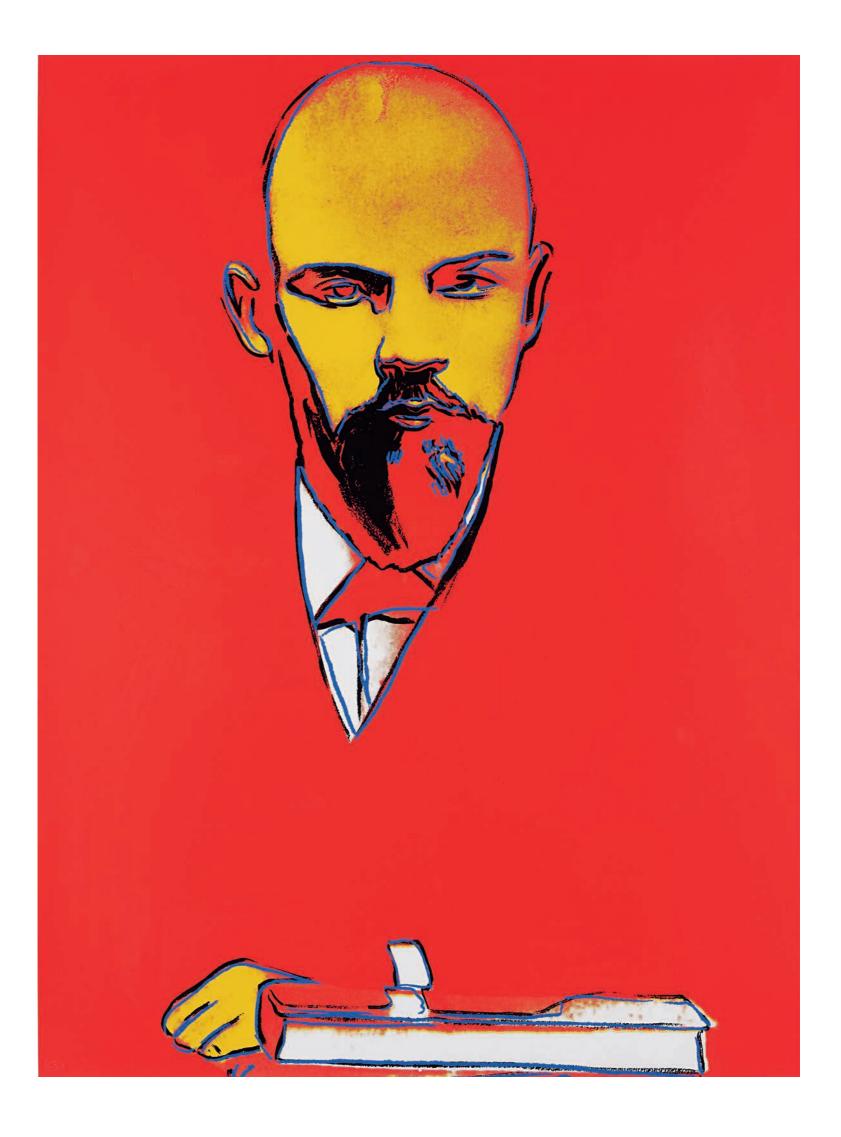
#### **ANDY WARHOL** 1928-1987

#### Red Lenin, 1987

Screenprint in colours, on Arches 88 paper, the full sheet, signed by Frederick W. Hughes, Executor from the Estate of Andy Warhol, and numbered 13/120 in pencil on a stamped Certificate of Authenticity on the reverse (there were also 24 artist's proofs), published by Andy Warhol, New York, apparently in excellent condition, unexamined out of the frame. S.  $100 \times 74.3 \text{ cm} (39\% \times 29\% \text{ in})$ 

Estimate £30,000-50,000 \$48,300-80,600 €36,500-60,800

#### LITERATURE





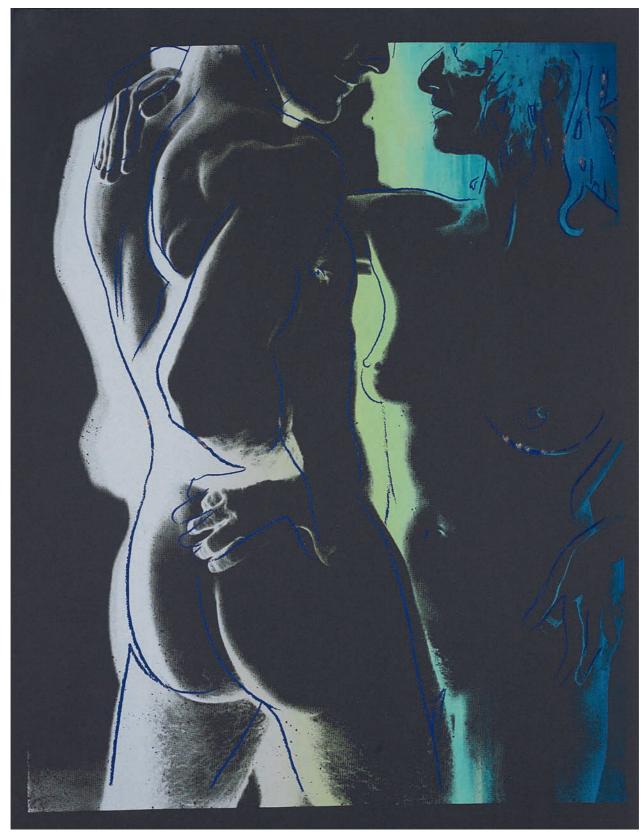
### 64 ANDY WARHOL 1928-1987

Speed Skater, from Art and Sports portfolio, 1983 Screenprint in colours, on Arches Aquarelle paper, the full sheet, signed and numbered 50/50 in pencil (there were also 10 artist's proofs, from the Deluxe edition, there was also a standard edition of 150 on Arches 88 paper), published by Visconti Art Spectrum, Vienna, occasional soft creasing, otherwise in very good condition, framed. S. 84.6  $\times$  61.3 cm (33¼  $\times$  24½ in)

Estimate £4,000-6,000 \$6,400-9,700 €4,900-7,300

LITERATURE Frayda Feldman and Jörg Schellmann 303

From the portfolio *Art and Sports*, containing works from 17 artists; the original art portfolio of the XIV Olympic Winter Games in Sarajevo, former Yugoslavia.



### 65 ANDY WARHOL 1928-1987 Love, 1983

Screenprint in colours, on black wove paper, with full margins, a trial proof, presumably unique in this colour version, aside from the edition of 100 plus 10 artist's proofs on white paper, a few soft handling creases to the sheet edges, otherwise in good condition, framed. I.  $66.5 \times 52.3$  cm ( $26\% \times 20\%$  in) S.  $76.3 \times 56.2$  cm ( $30 \times 22\%$  in)

Estimate £12,000-18,000 \$19,300-29,000 €14,600-21,900

LITERATURE see Frayda Feldman and Jörg Schellmann 311



## 66 ANDY WARHOL 1928-1987

*Gerard Depardieu*, 1986 Unique screenprint in colours and coloured graphic art collage, on HMP paper, with full margins, stamped on the reverse by the Andy Warhol Warhol Foundation for the Visual Arts accompanied by their signed Certificate of Authenticity, this is a unique unpublished work, created for the cover of *Vogue Hommes* (special 10 ans), November 1986, minor surface soiling in margins, otherwise in very good condition, framed.

I. 29.5 × 42 cm (11% × 16½ in) S. 61 × 40.3 cm (24 × 15% in)

**Estimate** £12,000-18,000 \$19,300-29,000 €14,600-21,900 ‡



## 67 ANDY WARHOL 1928-1987

Isabelle Adjani, 1986

Unique screenprint in colours and coloured graphic art collage, on HMP paper, with full margins, stamped on the reverse by the Andy Warhol Foundation for the Visual Arts accompanied by their signed Certificate of Authenticity, this is a unique unpublished work, created for the cover of *Madame Figaro*, November 1986, minor scuffing in the lower right corner of the image, and unobtrusive abrasions, otherwise in very good condition, framed.

I.  $45 \times 56$  cm ( $17\frac{3}{4} \times 22$  in) S.  $80 \times 59.8$  cm ( $31\frac{1}{2} \times 23\frac{1}{2}$  in)

Estimate £12,000-18,000 \$19,300-29,000 €14,600-21,900 ‡



## 68 JULIAN OPIE b. 1958

Ruth Smoking I-V, 2006

The complete set of five screenprints in colours, on Somerset Satin 410 gsm paper, the full sheets, all signed and numbered 36/50 in pencil on the reverse (there were also 11 artist's proofs), published by Alan Cristea Gallery, London, occasional pale time staining and soft handling creases, otherwise all in very good condition, all framed.

all S. various sizes, largest: 121 × 85.5 cm (47% × 33% in)

Estimate £30,000-50,000 \$48,300-80,600 €36,500-60,800 ♠

LITERATURE Alan Cristea Gallery 90-94





The Sacred Heart, from New Religion, 2005 (see lot 20)

### 69 DAMIEN HIRST b. 1965

*Big Love, diamond dust,* 2010 Screenprint in colours with diamond dust, on heavy wove paper, with full margins, signed and numbered 21/50 in pencil, published by the artist and Other Criteria, London (with their blindstamps), in very good condition, unframed.

I.  $134.6 \times 136.5$  cm  $(53 \times 53\%$  in) S.  $153.7 \times 151.1$  cm  $(60\% \times 59\%$  in)

Estimate £25,000-35,000 \$40,300-56,400 €30,400-42,500 ♠ ‡



### 70 JEFF KOONS b. 1955 *Puppy*, 1998

Glazed white ceramic vase, with incised signature, dated '98' and stamp numbered 618/3000 on the underside, published by Art of this Century, New York and Paris (with their stamp), in very good condition, contained in the original Styrofoam-lined white cardboard box.  $44.1 \times 40.6 \times 27.9 \text{ cm} (17\% \times 15\% \times 10\% \text{ in})$ 

Estimate £5,000-7,000 \$8,100-11,300 €6,100-8,500



## 71 TAKASHI MURAKAMI b. 1962

Petit Panda, 2009

Polyester, acrylic and plastic multiple in colours, dated '2009' and numbered 102/150 in machine embroidery on the label, also signed on the accompanying Certificate of Authenticity, manufactured by Kaikai Kiki Co., Ltd. and Louis Vuitton, in very good condition.  $55 \times 41 \times 30$  cm (21%  $\times 16\% \times 11\%$  in)

Estimate £8,000-12,000 \$12,900-19,300 €9,700-14,600 ‡









Roy Lichtenstein carving a woodblock for his Interior Series, 1990, in a photograph by Sidney Felsen

### 72 ROY LICHTENSTEIN 1923-1997

Yellow Vase, from Interior Series, 1990

Lithograph, woodcut and screenprint in colours, on Paper Technologies, Inc., Museum Board, with full margins, signed, dated '90' and numbered AP 13/14 in pencil (an artist's proof, the edition was 60), published by Gemini G.E.L., Los Angeles (with their blindstamps), in very good condition, framed. I. 128.7 × 189.7 cm ( $50\% \times 74\%$  in)

S. 142.6  $\times$  205 cm (561/8  $\times$  803/4 in)

**Estimate** £28,000-35,000 \$45,100-56,400 €34,000-42,500 ‡

#### **LITERATURE** Gemini G.E.L. 1505

Mary Lee Corlett 253 Daniel Templon Galerie 14

## 73 ROY LICHTENSTEIN 1923-1997

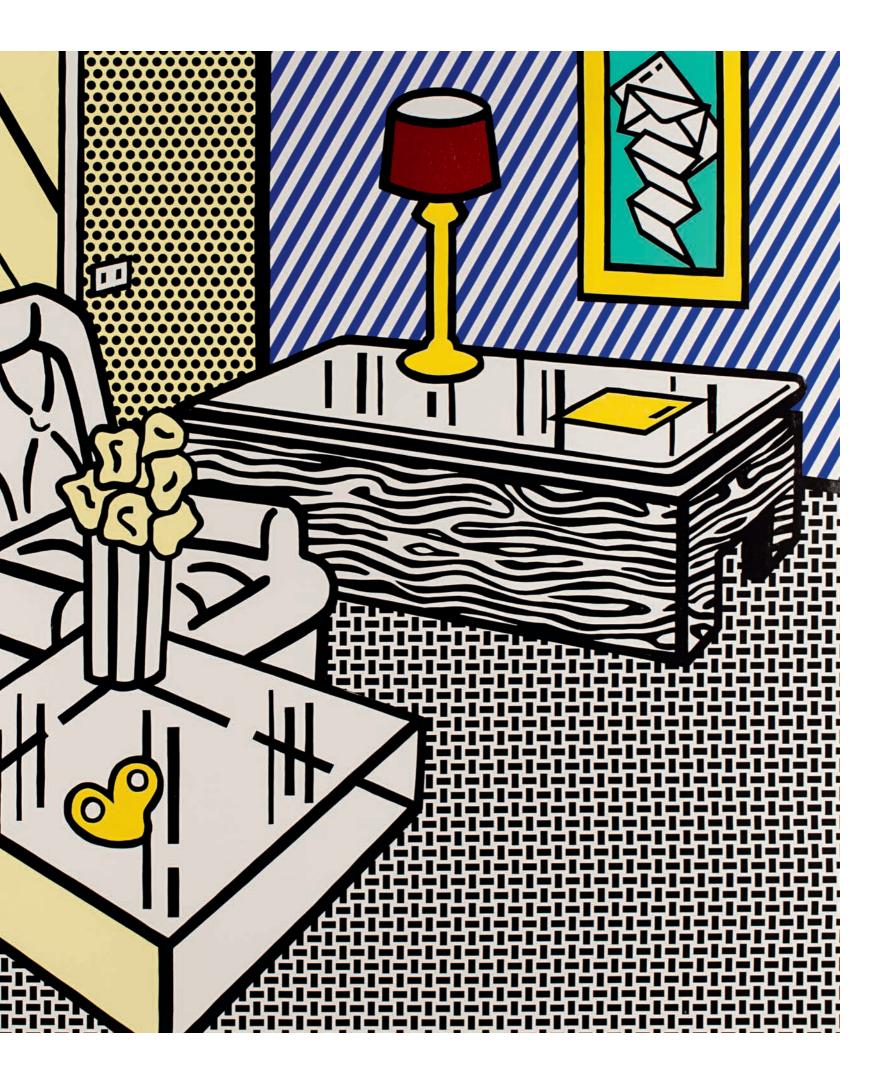
The Den, from Interior Series, 1990 Woodcut and screenprint in colours, on Paper Technologies, Inc. Museum Board, with full margins, signed, dated '90' and annotated PP II in pencil (a printer's proof, the edition was 60 plus 14 artist's proofs), published by Gemini G.E.L., Los Angeles (with their blindstamps), in very good condition, framed. I. 131.4 × 166.7 cm ( $51\frac{34}{4} \times 65\frac{56}{6}$  in) S. 146.1 × 182 cm ( $57\frac{12}{2} \times 71\frac{56}{6}$  in)

Estimate £25,000-32,000 \$40,300-51,600 €30,400-38,900 ‡

#### LITERATURE

Gemini G.E.L 1501 Mary Lee Corlett 249 Daniel Templon Galerie 16





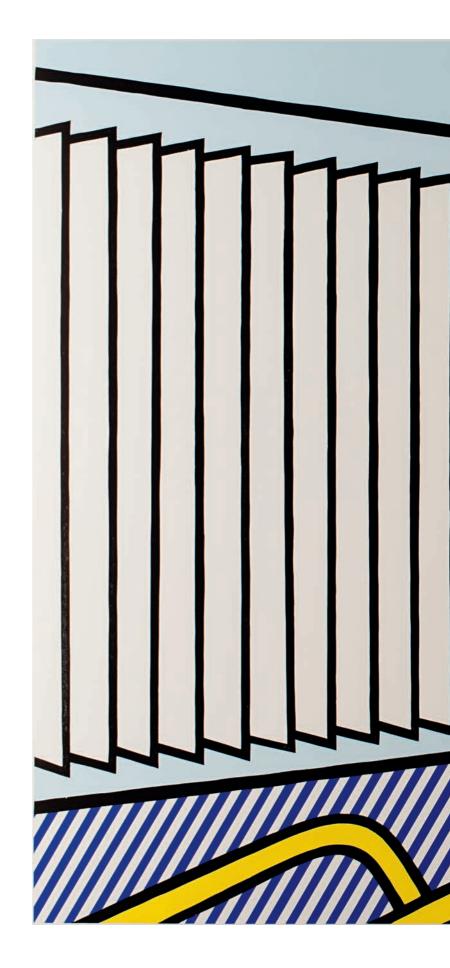
ROY LICHTENSTEIN 1923-1997

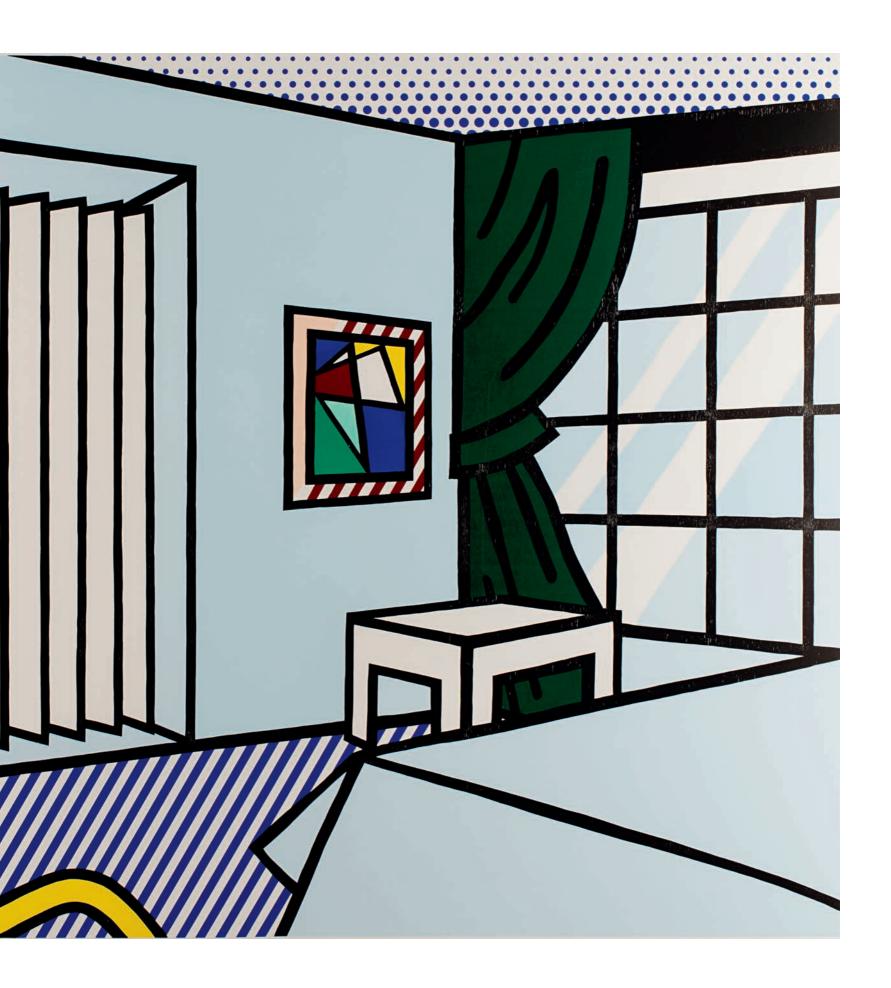
Bedroom, from Interior Series, 1990 Woodcut and screenprint in colours, on Paper Technologies, Inc. Museum Board, with full margins, signed, dated '90' and numbered 7/60 in pencil (there were also 14 artist's proofs), published by Gemini G.E.L., Los Angeles (with their blindstamps), in very good condition, framed. I. 129.2 × 184.6 cm ( $50\% \times 72\%$  in)

S. 144.2 × 199.4 cm (56<sup>3</sup>/<sub>4</sub> × 78<sup>1</sup>/<sub>2</sub> in)

Estimate £25,000-32,000 \$40,300-51,600 €30,400-38,900 ‡

LITERATURE Gemini G.E.L. 1499 Mary Lee Corlett 247 Daniel Templon Galerie 18





### 75 **ROY LICHTENSTEIN** 1923-1997 Blue Floor, from Interior Series, 1990

Lithograph, woodcut and screenprint in colours, on Paper Technologies, Inc. Museum Board, with full margins, signed, dated '90' and numbered 1/60 in pencil (there were also 14 artist's proofs), published by Gemini G.E.L., Los Angeles (with their blindstamps), in very good condition, framed. I. 131.4 × 196.8 cm (51¾ × 77½ in) S. 147.2 × 212.2 cm (57‰ × 83½ in)

Estimate £25,000-32,000 \$40,300-51,600 €30,400-38,900 ‡

LITERATURE Gemini G.E.L. 1506 Mary Lee Corlett 254 Daniel Templon Galerie 17





## 76 ROY LICHTENSTEIN 1923-1997

Mask, from Brushstroke Figures Series, 1989 Lithograph, waxtype, woodcut, screenprint and encaustic in colours with collage, on Saunders Waterford paper, the full sheet, signed, dated '89' and numbered 34/60 in pencil (there were also 8 artist's proofs), published by Waddington Graphics, London (with their blindstamp), in very good condition, framed. S. 138 × 91 cm ( $54\% \times 35\%$  in)

Estimate £6,000-8,000 \$9,700-12,900 €7,300-9,700

LITERATURE Mary Lee Corlett 227





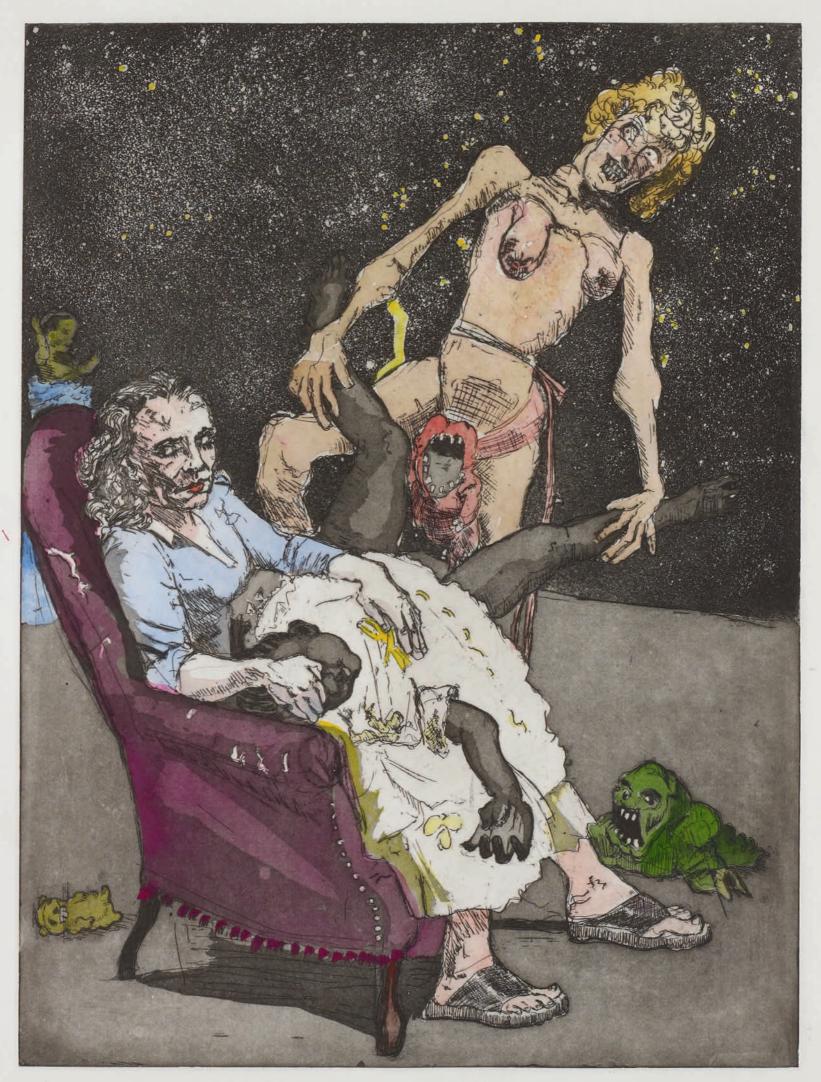
James Ensor, Les péchés capitaux dominés par la Mort, 1904, hand-coloured etching

# 77 PAULA REGO b. 1935

Mother Loves You, 2009

Etching and aquatint, a unique proof with hand-colouring applied by the artist, on handmade Somerset paper, the full sheet, signed and annotated 'A P' in pencil (aside from the edition of 35 uncoloured impressions), also inscribed 'Mother loves me' in pencil on the reverse, published by Marlborough Graphics, London, soft handling creases, minor soiling on the reverse, otherwise in very good condition, framed. I. 49.6  $\times$  37 cm (19½  $\times$  14% in)

S. 57 × 76.3 cm (22½ × 30 in)



Prout Reyo



# 78 LOUISE BOURGEOIS 1911-2010

The Age of Condom Come, 1989 Shaped latex, on wove paper, signed with initials and inscribed 'The Age of Condom Come', one of approximately 15 known variants made, produced by Modern Art Foundry and Jerry Gorovoy, this work is inherently fragile, generally in good condition, unframed.  $24.8 \times 20.3$  cm ( $9.8 \times 8$  in)

Estimate £5,000-7,000 \$8,100-11,300 €6,100-8,500 ♠

#### LITERATURE

Deborah Wye and Carol Smith, *The Prints of Louise Bougeois*, 1994, p. 160 (another example illustrated)

Walker, Barry with contributions by Faye Hirsch, Vincent Katz, Jeremy Lewison, Phyllis Tuchamn. *Singular Multiples: The Peter Blum Edition Archive* 1980–1994 (exhibition catalogue), Houston, TX: The Museum of Fine Arts, Houston, 2006. Reproduced as plate 6.2, p. 247



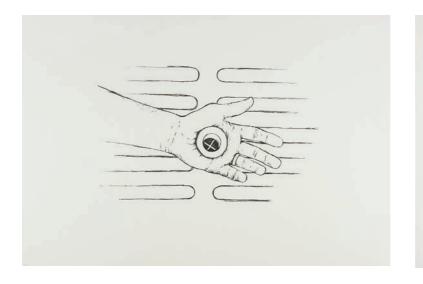
## 79 ANISH KAPOOR b. 1954

On the Horizon, 2005 Gouache and ink, on cotton paper, the full sheet, signed and numbered 23/50 in pencil on the reverse, published by Whitechapel Gallery, London, in very good condition, framed. S.  $45 \times 34$  cm ( $17\frac{3}{4} \times 13\frac{3}{6}$  in)

Estimate £3,000-5,000 \$4,800-8,100 €3,600-6,100 ♠

On the Horizon was created by Anish Kapoor as the inaugural Whitechapel Gift.

- alls ne's
- as if by fate be times \bi-timz\ adv 1: in good time : EARLY 2 archaic in a short time : SPEEDLL) 3: at times : OCCASIONALLY be to ken \bi-tizkan, pl bê-tises \-tizk [F] 1: lack of good sense : stuppoirty 2: an act of foolishness or stupidity be-to-ken \bi-tio-kan \ w be-to-kened; be-to-ken-ing \-tiok-(a-)nin\ 1: to give evidence of : SHOW 2: to typify beforehand : PRESAGE be-to-my \be-t-n=\ n. pl -nies [ME berone, fr. OF betoine, fr. L wetonica, betonica, fr. Vettones, an ancient people inhabiting the Ibe-train peninsula]: any of several woundworts (genus Stachys); esp : wood BETONY be-tray \bi-train \ w [ME betrayen, fr. be- + trayen to betray, fr. OF train, fr. L tradere more at tRAITOR] w 1: to lead astray; esp : SEDUCE 2: to deliver to an enemy by treachery 3: to fail or desert esp. in time of need 4 a: to reveal unintentionally b : SHOW. INDICATE c: to disclose in violation of confidence ~ w : to prove failse Syn see REVEAL be-tray-al \-'trai-al\\ n be-tray-er \-'trai-r\ n be-troth \bi-'trainh, -'troth, aroth, or with th v t [ME betrouthen, fr. be- + trouthe truth, troth]: to promise to marry or give in marriage
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- marriage be troth-al  $\$  troth- $\$ , troth- $\$  n 1: the act of betroth-ing or fact of being betrothed 2: a mutual promise or contract for a future marriage be trothed n: the person to whom one is betrothed be trothed n: the person to whom one is betrothed be trothed n :
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# 80

PROPERTY FROM A PRIVATE EUROPEAN COLLECTION

#### ROBERT GOBER b. 1954

#### Untitled; Untitled; and Untitled, 2000

The complete series of three prints, comprising two lithographs and one lithograph in colours with screenprint, embossing, hand-drawing and erasure, on Fabriano Tiepolo and Arches Cover paper, with full margins, all signed, dated '2000' and numbered 31/50, 31/47 and 31/50 respectively in pencil (there were also 8 artist's proofs for all), published by Gemini G.E.L., Los Angeles (with their blindstamps), all in very good condition, all unframed. largest I. 76.2 × 96.5 cm (30 × 37% in); largest S. 96.5 × 118.1 cm (37% × 46½ in)

Estimate £12,000-16,000 \$19,300-25,800 €14,600-19,500

LITERATURE Gemini G.E.L. 1816-1818

"Whatever way we turn, [Robert Gober] seems to be saying, we're doomed, though we try to delude ourselves we're in the Garden. For death – in the form of the invisible rats, the pollution in the water, the banal, superficial look of things, which suggests they lack real being - is also in Arcadia. Gober, a slick Poussin, is spelling out our crimes against nature and against ourselves."

Donald Kuspit, 'The End of the World has Already Happened: Robert Gober', Artforum, vol. 31, February 1993, pp. 91–93



81 KARA WALKER b. 1969

The Keys to the Coop, 1997 Linocut, on wove paper, with full margins, signed with initials, dated '97', titled and numbered 9/40 in pencil, published by Landfall Press Inc., Chicago, in excellent condition, framed. I. 77 × 108 cm ( $30\% \times 42\%$  in) S. 117.5 × 153.8 cm ( $46\% \times 60\%$  in)

Estimate £3,000-4,000 \$4,800-6,400 €3,600-4,900



82 KARA WALKER b. 1969 African/American, 1998 Linocut, on wove paper, with full margins, signed with initials, dated '98', titled and numbered 25/40 in pencil, published by Landfall Press, Chicago, in excellent condition, framed. I. 93 × 106.7 cm (36% × 42 in) S. 117.5 × 153.7 cm (46¼ × 60½ in)

Estimate £3,000-4,000 \$4,800-6,400 €3,600-4,900







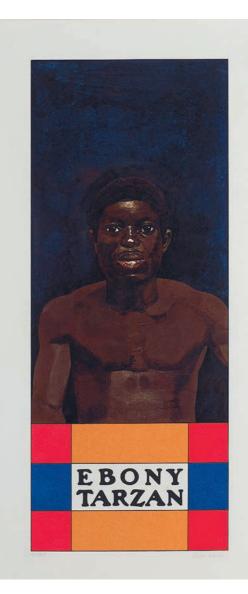
# 83 PETER BLAKE b. 1932

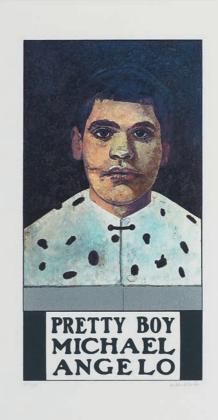
Wrestlers series, 1972

The complete set of five screenprints in colours, on wove paper, the full sheets, all signed and numbered 67/125 in pencil, published by Waddington Graphics, London, pale mount staining, otherwise all in very good condition, all framed. all I. various sizes, largest  $29.5 \times 11.8 \text{ cm} (11\% \times 4\% \text{ in})$  all S.  $45.4 \times 25.5 \text{ cm} (17\% \times 10 \text{ in})$ 

Estimate £3,000-5,000 \$4,800-8,100 €3,600-6,100 ♠

Including: Ebony Tarzan; The Taureg; Red Power; Penny Black; and Pretty Boy Michelangelo







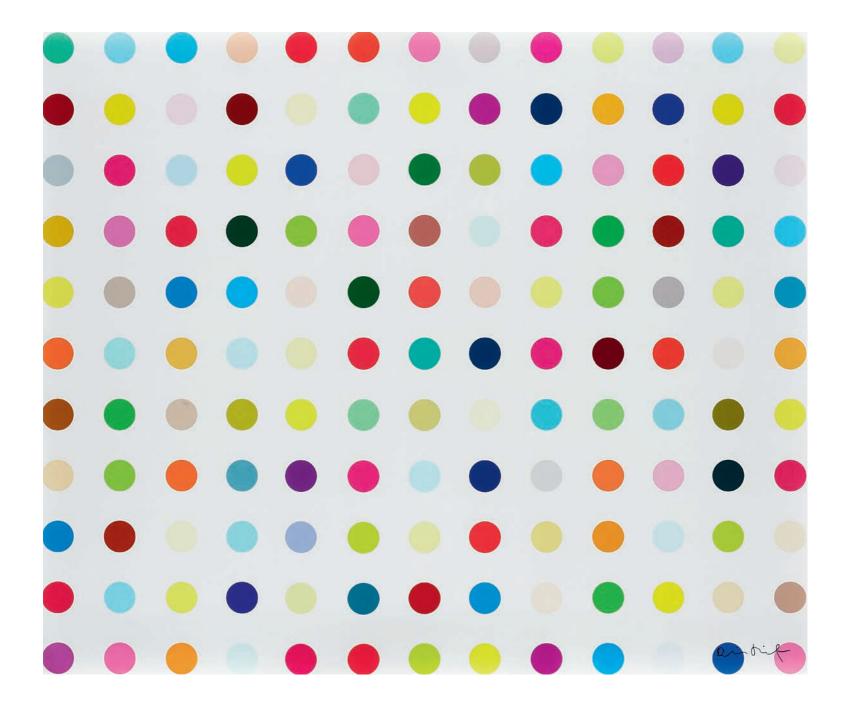
# 84 PATRICK CAULFIELD 1936-2005

Some Poems of Jules Laforgue portfolio, 1973

The complete set of six screenprints in colours plus the accompanying book with 22 illustrations and poetry by Jules Laforgue, on wove paper, the full sheets, all signed and numbered 85/200 in pencil on the reverse (there were also 20 artist's proofs), also signed, numbered and annotated 'Edition A' in pencil on the colophon of the book, published by Petersberg Press, London, occasional soiling on the covers of the bound book, otherwise in very good condition, the prints loose, in excellent condition, contained in original grey leather binding, folder and slipcase (wear and staining on the spine and edges of the case).  $36.2 \times 41.9 \text{ cm} (1414 \times 1612 \text{ in})$ 

Estimate £3,000-5,000 \$4,800-8,100 €3,600-6,100 ♠

LITERATURE Alan Cristea 38



# 85 DAMIEN HIRST b. 1965

Lysergic Acid Diethylamide (LSD), 2000 Full colour gloss finish lambda, on Gloss Fuji Archive paper, the full sheet, signed in black pen and numbered 105/300 on the accompanying Certificate of Authenticity, published by Eyestorm, London, in excellent condition, framed. S. 106 × 127 cm (41 $\frac{3}{4}$  × 50 in)

Estimate £4,000-6,000 \$6,400-9,700 €4,900-7,300 ♠



## 86 BANKSY b. 1975

Choose Your Weapon (Magenta), 2010 Screenprint in colours, on wove paper, with full margins, signed in magenta felttip pen, and numbered 22/25 in black, ball point pen, published by Pictures on Walls, London, with the accompanying Certificate of Authenticity, in very good condition, unframed. I.  $60 \times 60 \text{ cm} (23\% \times 23\% \text{ in})$ 

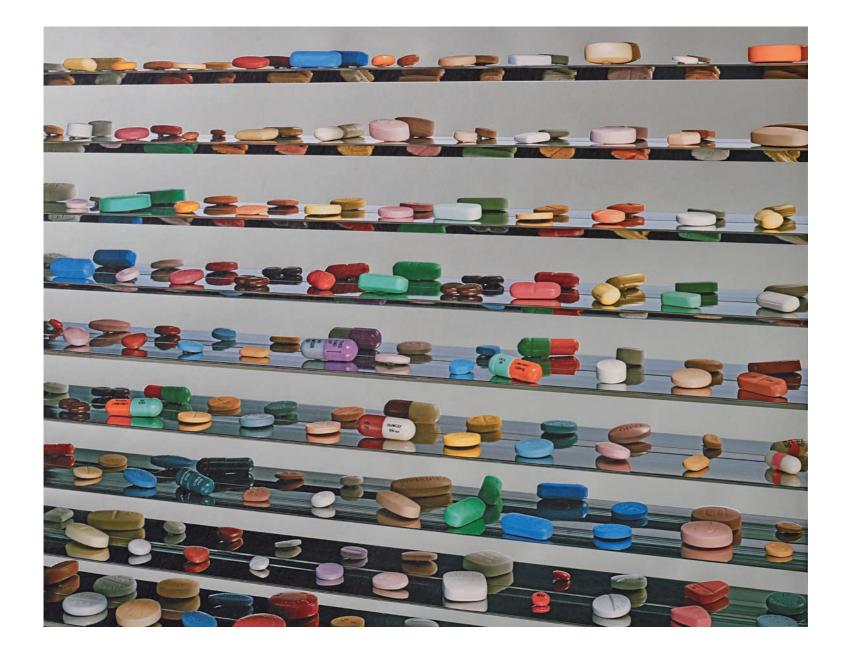
S.  $70 \times 70$  cm (23<sup>3</sup>% × 23<sup>3</sup>% in)

Estimate £5,000-7,000 \$8,100-11,300 €6,100-8,500 ♠

# 87 DAMIEN HIRST b. 1965

Oleoylsarcosine, 2008 Etching in colours, with 48 uniquely coloured spots, on Hahemühle 350 gsm paper, with full margins, signed in pencil and numbered 'DHP 10564' in pencil on the reverse (a unique reference number, registered in the Damien Hirst Archive), one of 100 unique impressions (there were also 20 artist's proofs), published by Paragon Press, London, in excellent condition, framed. I. 74.5 × 55 cm ( $29\% \times 21\%$  in) S. 85 × 62.5 cm ( $331/2 \times 24\%$  in)

Estimate £20,000-30,000 \$32,200-48,300 €24,300-36,500 ♠



## 88 DAMIEN HIRST b. 1965

Utopia, 2012

Inkjet, glaze, and foil block in colours, on Hahnemühle Photo Rag Satin 310 gsm paper, with full margins, signed and numbered 19/55 in pencil (there were also 10 artist's proofs), published by Paul Stolper and Other Criteria, London, in excellent condition, unframed. I.  $54.3 \times 68.4$  cm ( $21\frac{1}{2} \times 26\frac{1}{2}$  in) S.  $69.3 \times 82.4$  cm ( $27\frac{1}{4} \times 32\frac{1}{2}$  in)

Estimate £6,000-8,000 \$9,700-12,900 €7,300-9,700 ♠



## 89 TOM WESSELMANN 1931-2004

Nude and Mirror, 1990

Screenprint in colours, on 4-ply Archivart rag museum board, with full margins, signed and numbered 94/100 in pencil (there were also 12 artist's proofs), published by International Images Inc., Putney, Vermont (with their blindstamp), in very good condition, framed. I. 121.9 × 129.5 cm ( $47\% \times 50\%$  in) S. 147.3 × 167.6 cm ( $57\% \times 65\%$  in)

Estimate £5,000-7,000 \$8,100-11,300 €6,100-8,500 ‡

Although this print is black, it had three passes in various tones to build up the surface gloss and colour density.



# 90 Tom wesselmann 1931-2004

Still Life with Red Blowing Curtain, 1999 Screenprint in colours, on Coventry rag 335 gsm paper, with full margins, signed and annotated G 1/1 (aside from the edition of 100) in pencil, published by the artist and Sandro Rumney, in very good condition, unframed. I. 47 × 60.3 cm ( $18\frac{1}{2} \times 23\frac{3}{4}$  in) S. 67.9 × 81.3 cm ( $26\frac{3}{4} \times 32$  in)

Estimate £3,000-4,000 \$4,800-6,400 €3,600-4,900

#### PROVENANCE

Guggenheim Museum, New York Private collection

Tom Wesselmann often acted as his own publisher, but in 1998 he worked exclusively with Mr. Sandro Rumney, owner of Art of This Century galleries in New York and Paris. As the grandson of Peggy Guggenheim, Mr. Rumney stipulated that one impression from Wesselmann's edition be donated to the Guggenheim Museum, and was therefore numbered G 1/1.

# 91 DAMIEN HIRST b. 1965

Untitled, from Re-Obect Mythos portfolio, 2007 Etching in colours, on Hahnemühle Rag paper, with full margins, signed and numbered 13/45 in pencil, published by Edition Schellmann and the Kunsthaus Bregenz, Bregenz, Austria, in excellent condition, unframed. I. 74.4 × 54.8 cm (29<sup>1</sup>/<sub>4</sub> × 21<sup>5</sup>/<sub>8</sub> in) S. 81.5 × 61 cm (32<sup>1</sup>/<sub>8</sub> × 24 in)

Estimate £5,000-7,000 \$8,100-11,300 €6,100-8,500 ♠

The *Re-Object Mythos* portfolio was published on the occasion of two exhibitions at Kunsthaus Bregenz, 2007. The exhibitions *Re-Object* and *Mythos* focused on two fundamental concepts of today's artistic practice, the object and the myth.

The portfolio consists of 8 prints by Matthew Barney, Joseph Beuys, Marcel Duchamp, Douglas Gordon, Damien Hirst, Jeff Koons, Gerhard Merz, and Cy Twombly.



# 92 NAM JUNE PAIK 1932-2006

#### Evolution, Revolution, Resolution, 1989

The complete set of eight lithographs in colours with aluminium plate etching, on wove paper, with full margins, all signed and numbered 18/64 in pencil (there were also 8 artist's proofs numbered with Roman numerals), published by Carl Solway Gallery, Cincinnati, all in excellent condition, all framed. all 1.  $69.8 \times 52.2 \text{ cm} (27\% \times 20\% \text{ in})$  all S.  $75.2 \times 56.3 \text{ cm} (29\% \times 22\% \text{ in})$ 

#### Estimate £5,000-7,000 \$8,100-11,300 €6,100-8,500

Created in 1989, the 200th anniversary of the French Revolution.

#### Including:

Diderot, one word is 1,000 dollars; Voltaire, Liberty, Reason; Marat, Assassination; David, The cultural revolution requires the ART revolution as the pre-requisite and as the pre-condition.; Olympe De Gouges, Women, French; Robespierre, Does the revolution justify the violence?; Danton, Oratory of Eloquence; Rousseau. Laozi also pleased for the return to Mother Nature





#### WHAT IS A PRINT?

An original print is a work of art on paper which has been conceived by the artist to be realised as a print, rather than as a photographic reproduction of a work in another medium. Prints are produced by drawing or carving a composition on a hard surface (the MATRIX) such as a wood block, metal plate, or stone. This surface is then inked and the image is transferred to paper by the application of pressure, thus creating an 'IMPRESSION' or print. Unlike paintings or drawings, prints usually exist in multiple impressions, each of which is pulled from the inked surface. The total number of impressions made is called an edition. Artists began to sign and number each impression around the start of the 20th century.

#### GLOSSARY

We thank the International Fine Print Dealers Association for use of their official printmaking glossary.

Aquatint An intaglio process used to produce areas of tone or shadow rather than lines, it is often combined with etching. The metal plate is covered with a waxy ground or resin that is granular rather than solid (as in etching). Acid is applied which 'bites' into the metal between the granules to produce areas which will catch the ink when it is wiped across the plate. The use of different resins with grains in varying densities will produce different degrees of darkness. Portions of the plate can be protected with varnish in order to expose the plate to multiple bitings without affecting the entire composition.

SPITBITE AQUATINT involves painting strong acid directly onto the aquatint ground of a prepared plate. Saliva, ethylene glycol or Kodak Photoflo solution is used to control the strength of the acid applied. Traditionally, a clean brush was coated with saliva, dipped into nitric acid and brushed onto the ground, hence the term 'spitbite'.

**Chine-collé**, literally translated 'Chinese glue,' is a technique that allows the artist or printmaker to print with thin delicate papers, such as rice paper or linen. Prior to printing, a water-soluble glue or paste is applied to the back of the lighter paper which is then placed against a heavier printmaking paper. The pressure of the press transfers the image to the delicate surface of the paper which adheres to the dampened heavier paper at the same time.

**Counterproofs** are made by placing a dampened sheet of paper on top of a pastel and applying pressure to transfer the pastel image.

**Digital Prints** Artists who use a computer to create or manipulate their works often use a large-scale ink jet printer to print them. These complex printers use a sophisticated print head to disperse the ink on the paper in a fine mist of minute droplets in order to deliver a continuous tone image. The distinction as to whether a digital print is an 'original print' is determined by whether the work was created by the artist to be realized as a print. A digital print of a work that originated as a painting or drawing is a reproduction and therefore is not an original print.

**Drypoint** prints are created by scratching a drawing into a metal plate with a needle or sharp tool. This intaglio technique gives the artist the greatest freedom of line, from the most delicate hairline to the heaviest gash. As the artist incises lines into the plate, metal shavings called 'burr' are pushed up to the surface of the plate and sit along the lines incised. In drypoint, the burr is not scraped away before printing but stays on the surface of the plate to print a velvety cloud of ink until it is worn away by repeated printings. Drypoint plates (particularly the burr on them) wear more quickly than etched or engraved plates and therefore allow for fewer satisfactory impressions and show far greater differences from first impression to last.

**Numbering** While the numbering of individual impressions can be found as early as the late nineteenth century, it did not become standard practice until the mid-1960s. Today, all limited edition prints should be numbered. The

numbering is transcribed as a fraction with the first number signifying the number of the individual impression and the second representing the total number of prints in the edition. The numbering sequence is not intended to reflect the order of printing; prints are not numbered as they come off the press but some time later, after the ink has dried. The edition number does not include proofs (see **Proofs**), but only the total in the numbered edition

#### Editions

POSTHUMOUS EDITION Edition printed after the death of the artist. It has usually been authorised by the artist's heirs or is the product of a publisher who purchased the matrix from the artist. It should be limited in some way (though not necessarily hand-numbered) or it becomes simply a limitless restrike. Posthumous editions of prints that were pencil signed in their original edition frequently bear stamped signatures authorised by the artist's heirs or the publisher.

RESTRIKES Later impressions that have not been authorised by the artist or the artist's heirs. While some restrikes are of good appearance, the excessive printing of the matrix tends to wear it out and many restrikes are only ghostly images of what the print is supposed to be. In the case of images that may be intrinsically valuable (i.e. Rembrandt etchings), the worn-out copper plate is frequently reworked several centuries later so that while the restrike may be said to have come from the original plate, there is hardly anything left of the original work on the plate, even the plate signature often being re-etched by someone else.

SECOND EDITION A second edition is a later printing, usually authorised by the artist or by the heirs, from the original matrix, after an edition of a declared number has already been printed. It should be annotated as a second, or subsequent, edition. Sometimes second editions are made, many years after the first, because the artist originally printed only four or five impressions, hardly amounting to an edition at all. A photographically produced replica of the original print, whether printed in a limited edition or not, is not a second edition; it is a reproduction.

**Engraving** is an intaglio technique in which the metal plate is marked or incised with a tool called a burin. As the burin is moved across the plate, copper shavings, called 'burr', are forced to either side of the lines being created. These are usually cleaned from the plate before inking. The engraved plate is covered in ink and then wiped so that only the engraved lines contain the ink. An engraved line may be deep or fine, has a sharp and clean appearance, and tapers to an end.

**Wood Engravings** are a form of relief printing in which the areas of the composition that are not to receive ink are carved away with fine engraving tools. Ink is applied to the raised surface and the composition transferred to paper with a press or by hand burnishing or rubbing. Incredible precision and detail is possible with this technique.

**Etching** has been a favoured intaglio technique for artists for centuries because the method of inscribing the image is so similar to drawing with a pencil or pen. After a metal plate has been coated with a waxy substance called a 'ground', the artist draws through the ground with a stylus to expose the metal. The plate is then immersed in an acid bath, which chemically dissolves or 'bites' the exposed metal. The ground is removed before the plate is inked and printed. Etched lines usually have blunt rather than tapering ends.

**Linocut**, a form of relief printing, is a variation of the woodcut technique. The artist's composition is cut into the surface of linoleum often backed by wood for reinforcement. Areas which are not to receive ink are carved away and separate blocks must be carved for each colour used. Since the blocks possess a smooth surface rather than a woodgrain, the resulting prints are characterized by a smoother texture in the printed areas. Lithography Literally, 'stone drawing,' the artist draws or paints the composition on the flat surface of a stone with a greasy crayon or liquid. The design is chemically fixed on the stone with a weak solution of acid and gum arabic. In printing, the stone is flooded with water which is absorbed everywhere except where repelled by the greasy ink. Oil-based printer's ink is then rolled on the stone, which is repelled in turn by the water soaked areas and accepted only by the drawn design. The stone is then run through the press with paper under light pressure, the final print showing neither a raised nor embossed quality but lying entirely on the surface of the paper. The design may be divided among several stones, properly registered, to produce through multiple printings a lithograph in more than one colour. A transfer lithograph (French, autographie) employs the same technique, but the design is drawn on specially prepared transfer paper with a lithographic crayon and is later mechanically transferred to the stone.

A ZINCOGRAPH is the same as a lithograph, but uses a zinc plate rather than a stone.

**Matrix** From the Latin word mater, meaning mother, the matrix is the form or surface on which the image to be printed is prepared, for example, a woodblock, a linoleum block, a metal plate, a lithographic stone or a mesh screen.

**Mezzotint** is another intaglio technique used to create areas of tone or shadow rather than lines. In this method, the entire surface of the plate is abraded by a spiked tool called a rocker so that, if inked at that point, the entire plate would print in solid black. The artist then works 'from black to white' by scraping or burnishing areas so that they will hold less or no ink, yielding modulated tones

**Monoprint/Monotype** As their names imply, monoprints and monotypes (the words are often used interchangeably but shouldn't be) are prints that have an edition of one, though sometimes a second, weaker impression can be taken from the matrix.

A MONOPRINT is made by taking an already etched and inked plate and adding to the composition by manipulating additional ink on the surface of the plate. This produces an impression different in appearance from a conventionally printed impression from the same plate. Since it is virtually impossible to manipulate the additional ink in exactly the same way for each impression, every monoprint impression will be different.

A MONOTYPE is made by drawing a design in printing ink on any smooth surface, then covering that matrix with a sheet of paper and passing it through a press. The resulting image will be an exact reverse of the original drawing, but relatively flatter because of the pressure of the press.

**Pochoir** is a direct method of adding hand-colouring to an impression through a stencil. The stencil itself is usually knife-cut from thin coated paper, paperboard, plastic, or metal and the ink or paint is applied with a brush through the stencil to the paper beneath.

#### Proofs

ARTIST'S PROOFS This practice dates back to the era when an artist commissioned to execute a print was provided with lodging, living expenses, and a printing studio with workmen, supplies and paper. The artist was given a portion of the edition (to sell) as payment for his work. Today, though artists get paid for their editions, the tradition has persisted and a certain number of impressions are put aside for the artist. Artist's proofs are annotated as such or as A.P., or Épreuve d'Artiste or E.A.

BON À TIRER PROOF Literally, the 'ok-to-print proof'. If the artist is not printing his own edition, the bon à tirer (sometimes abbreviated as b.a.t.) is the final trial proof, the one that the artist has approved, telling the printer

that this is the way they want the edition to look. There is only one of these proofs for an edition.

HORS COMMERCE PROOF Impressions annotated H.C. are supposedly 'not for sale'. These 'proofs' started to appear on the market as extensions of editions printed in the late 1960s. They may differ from the edition by being printed on a different paper or with a variant inking; they may also not differ at all. Publishers sometimes use such impressions as exhibition copies, thereby preserving the numbered impressions from rough usage.

**PRINTER'S PROOF** A complimentary proof given to the printer. There can be from one to several of these proofs, depending upon the number of printers involved and the generosity of the artist.

TRIAL PROOF An impression pulled before the edition in order to see what the print looks like at that stage of development, after which the artist may go back to the matrix and make adjustments. There can be any number of trial proofs, depending upon how a particular artist works, but it is usually a small number and each one usually differs from the others. In French, a trial proof is called an épreuve d'essai, in German a probedruck.

**Publisher** A publisher provides the financial support to produce and market an artist's prints. A publisher brings together artist and printer (assuming the artist does not do his own printing). The printer may also himself be a publisher. Publishers date back to the sixteenth century and the great majority of original prints made in the nineteenth century were commissioned and brought to market by publishers.

**Screenprints (Serigraphy)** In this process, a separate screen is required for each colour in the artist's composition and the same piece of paper must be printed with each of them in turn. For each screen, a pattern of fabric or paper is cut and attached to the mesh to block the flow of that particular colour to the sheet of paper beneath it. A squeegee is used to force the paint through the exposed areas of the mesh. This technique is often referred to as serigraphy, a term coined to distinguish between commercial and artistic screenprinting.

**Signatures** The very earliest prints were not signed at all, although by the late fifteenth century many artists indicated their authorship of a print by incorporating a signature or monogram into the matrix design, what is called 'signed in the plate' or a 'plate signature'. While some prints were pencil signed as early as the late eighteenth century, the practice of signing one's work in pencil or ink did not really become common practice until the 1880s. Today it is customary for original prints to be signed. When a print is described simply as 'signed' it should mean that is signed in pencil, ink or crayon; a plate signature should not be described as 'signed'. A stamped signature should be described as such.

**Woodcut** is a relief technique using a side-grained plank of wood in which the non-printing areas of the composition are cut away below the surface with a knife or gouge. While woodcuts were first seen in ninthcentury China, Western artists have made woodcut prints since the fourteenth century. In the seventeenth and eighteenth centuries, Japanese artists using these techniques reached an exceptional level of artistic achievement, what is known as the ukiyo-e period or style.

COLOUR WOODCUTS involve the use of separate blocks for each colour, often with enormous complexity using multiple blocks and overlapping.

WHITE LINE WOODCUTS were the product of a technique developed by artists in the Provincetown art colony around 1915. By cutting a groove between each colour in the composition, the artists were able to produce a colour woodcut from a single block. The desired colours are painted on the raised areas while the groove, which is devoid of ink, prints as a blank or 'white' line delimiting each area of colour.

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

#### **BUYING AT AUCTION**

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

#### CONDITIONS OF SALE

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

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

Phillips charges the successful bidder a commission, or buyer's premium, on the hammer price of each lot sold. The buyer's premium is payable by the buyer as part of the total purchase price at the following rates: 25% of the hammer price up to and including £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 sale, please contact us at +44 20 7318 4010 or +1 212 940 1240.

#### **Pre-Sale Estimates**

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

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

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

#### **Catalogue Entries**

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

#### **Condition of Lots**

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

#### **Pre-Auction Viewing**

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

#### **Electrical and Mechanical Lots**

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

#### Symbol Key

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

#### **O** Guaranteed Property

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

#### $\Delta$ $\,$ Property in which Phillips has an Ownership Interest $\,$

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

#### No Reserve

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

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

Lots marked with  $\clubsuit$  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.

#### Σ Endangered Species

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

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

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

#### **2 BIDDING IN THE SALE**

#### **Bidding at Auction**

Bids may be executed during the auction in person by paddle 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 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 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 the reserve and other bidders. Always indicate a maximum bid, excluding the buyer's premium and VAT. Unlimited bids will not be accepted. Any absentee bid must be received at least 24 hours in advance of the sale. In the event of identical bids, the earliest bid received will take precedence.

#### **Employee Bidding**

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

#### **Bidding Increments**

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

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

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

#### **3 THE AUCTION**

#### **Conditions of Sale**

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

#### **Interested Parties Announcement**

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

#### **Consecutive and Responsive Bidding; No Reserve Lots**

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

#### **4 AFTER THE AUCTION**

#### Payment

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

#### **Credit Cards**

As a courtesy to clients, Phillips will accept American Express, Visa, MasterCard and UK-issued debit cards to pay for invoices of  $\pm$ 50,000 or less. A processing fee will apply.

#### Collection

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

#### Loss or Damage

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

#### **Transport and Shipping**

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

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

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

#### **Endangered Species**

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

#### **IMPORTANT NOTICES**

#### **Items Sold under Temporary Admission**

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

#### Identification of Business or Trade Buyers

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

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

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



# PHILLIPS



# **EVENING & DAY EDITIONS**

#### AUCTIONS 29 APRIL 2013 NEW YORK

VIEWING 20 - 28 APRIL ENQUIRIES +1 212 940 1220 editions@phillips.com

Picasso Ceramics from a Private New York Collection opposite **BRUCE NAUMAN** *Pay Attention* (C. 16), 1973 (detail)

PHILLIPS.COM

#### VAT AND OTHER TAX INFORMATION FOR BUYERS

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

#### **1 PROPERTY WITH NO VAT SYMBOL**

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

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

#### 2 PROPERTY WITH A † SYMBOL

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

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

#### **3 PROPERTY WITH A § SYMBOL**

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

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

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

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

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

#### **5 EXPORTS FROM THE EUROPEAN UNION**

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

- The amount in lieu of VAT charged on the buyer's premium for property sold under the Auctioneer's Margin Scheme (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 on exports made within 30 days of payment date if strict conditions are met:

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

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

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

• For lots sold under the Auctioneer's Margin Scheme or the normal VAT rules, Phillips is provided with appropriate documentary proof of export from the EU within three months of the date of sale. Buyers carrying their own property should obtain hand-carry papers from the Shipping Department to facilitate this process.

• For lots sold under temporary admission, Phillips is provided with a copy of the correct paperwork duly completed and stamped by HMRC which shows the property has been exported from the EU via the UK **within 30 days of payment date**. It is essential for shippers acting on behalf of buyers to collect copies of original import papers from our Shipping Department. HMRC insist that the correct customs procedures are followed and Phillips will not be able to issue any refunds where the export documents do not exactly comply with governmental regulations. Property subject to temporary admission must be transferred to another customs procedure immediately if any restoration or repair work is to be carried out.

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

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

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

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

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

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

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

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

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

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

#### **7 SALES AND USE TAXES**

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

#### **CONDITIONS OF SALE**

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

#### **1 INTRODUCTION**

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

#### 2 PHILLIPS AS AGENT

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

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

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

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

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

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

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

#### **4 BIDDING AT AUCTION**

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

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

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

(d) 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 before the commencement of the auction that the bidder is acting as agent on behalf of an identified third party acceptable to Phillips and that we will only look to the principal for such payment.

(e) By participating in the auction, whether in person, by absentee bid or on the telephone, each prospective buyer represents and warrants that any bids placed by such person, or on such person's behalf, are not the product of any collusive or other anti-competitive agreement and are otherwise consistent with federal and state antitrust law.

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

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

#### **5 CONDUCT OF THE AUCTION**

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

(b) The auctioneer has discretion at any time to refuse any bid, withdraw any lot, 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. Phillips shall have no liability whatsoever for any such action taken by the auctioneer. If any dispute arises after the sale, our sale record is conclusive. The auctioneer may accept bids made by a company affiliated with Phillips provided that the bidder does not know the reserve placed on the lot.

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

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

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

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

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

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

(a) The buyer agrees to pay us, in addition to the hammer price of the lot, the buyer's premium, plus any applicable value added tax (VAT) and any applicable resale royalty (the 'Purchase Price'). The buyer's premium is 25% of the hammer price up to and including £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. Phillips reserves the right to pay from our compensation an introductory commission to one or more third parties for assisting in the sale of property offered and sold at auction.

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

(c) If the Artist's Resale Right Regulations 2006 apply to the lot, the buyer agrees to pay to us an amount equal to the resale royalty provided for in those regulations and we undertake to the buyer to pay such amount to the artist's collection agent. In circumstances where (i) we are on notice that the resale royalty is payable or (ii) we have not been able to ascertain the nationality of the artist, we will identify the lot with the symbol  $\blacklozenge$  next to the lot number and will invoice the resale royalty to the buyer. If we subsequently determine that the nationality of the artist does not entitle him/her to the resale royalty 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 will accept payment in cash provided that the total amount paid in cash or cash equivalents does not exceed the local currency equivalent of US\$10,000.

(ii) Personal cheques and banker's drafts are accepted if drawn on a UK bank and the buyer provides to us acceptable government-issued identification. Cheques and banker's drafts should be made payable to "Phillips." 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. Bank transfer details will be provided on the Invoice for purchased lots.

(e) As a courtesy to clients, Phillips will accept American Express, 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 has received the Purchase Price for that lot in cleared funds. Phillips is not obliged to release a lot to the buyer until title in the lot has passed and appropriate identification has been provided, and any earlier release does not affect the passing of title or the buyer's unconditional obligation to pay the Purchase Price.

#### **7 COLLECTION OF PROPERTY**

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

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

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

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

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

(a) If the buyer pays the Purchase Price but fails to collect a purchased lot within 30 days of the auction, the buyer will incur a late collection fee of  $\pm$ 50, storage charges of  $\pm$ 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. We will not release purchased lots to the buyer until all such charges have been paid in full.

(b) If a purchased lot is paid for but not collected within six months of the auction, the buyer authorizes Phillips, upon notice, to arrange a resale of the item by auction or private sale, with estimates and a reserve set at Phillips's reasonable discretion. The proceeds of such sale will be applied to pay for storage charges and any other

outstanding costs and expenses owed by the buyer to Phillips or our affiliated companies and the remainder will be forfeited unless collected by the buyer within two years of the original auction.

#### **9 REMEDIES FOR NON-PAYMENT**

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

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

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

#### **10 RESCISSION BY PHILLIPS**

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

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

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

#### **12 DATA PROTECTION**

(a) In connection with the 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 and our affiliated companies may use



# PHILLIPS

# UNDER THE INFLUENCE

AUCTION 8 MARCH 2013 NEW YORK VIEWING 23 FEBRUARY - 7 MARCH ENQUIRIES COREY BARR +1 212 940 1234 cbarr@phillips.com

MAURIZIO CATTELAN Not afraid of love, 2000 (detail)

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it for the above purposes. Phillips 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 fulfill the services clients have requested, Phillips 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 EU. It is Phillips'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, our affiliated companies and the seller to the buyer in connection with the sale of a lot shall be limited to the Purchase Price actually paid by the buyer for the lot.

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

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

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

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

#### **14 COPYRIGHT**

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

#### **15 GENERAL**

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

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

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

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

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

#### **16 LAW AND JURISDICTION**

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

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

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

#### **AUTHORSHIP WARRANTY**

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

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HIGHLIGHTS **CLARIDGE'S LONDON** 18 FEBRUARY - 6 MARCH ENQUIRIES +1 212 940 1245 photographs@phillips.com

MAN RAY Max Ernst, 1938 Estimate \$50,000 - 70,000

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#### SALE INFORMATION

#### AUCTION

Wednesday 27 February 2013, 6pm

#### VIEWING

Wednesday 20 February, 10am - 6pm Thursday 21 February, 10am - 6pm Friday 22 February, 10am - 6pm Saturday 23 February, 10am - 6pm Monday 25 February, 10am - 6pm Tuesday 26 February, 10am - 6pm Wednesday 27 February, 10am - 6pm

#### **VIEWING & AUCTION LOCATION**

Howick Place, London SW1P 1BB

#### WAREHOUSE & COLLECTION LOCATION

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

#### SALE DESIGNATION

When sending in written bids or making enquiries, please refer to this sale as UK030113 or Evening Editions

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#### CATALOGUER and SALE ADMINISTRATOR

Rebecca Tooby-Desmond +44 20 7318 4079

#### PROPERTY MANAGER

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#### CATALOGUES

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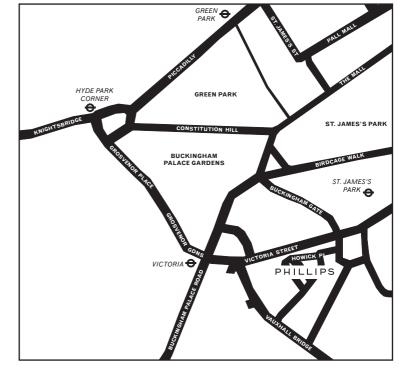
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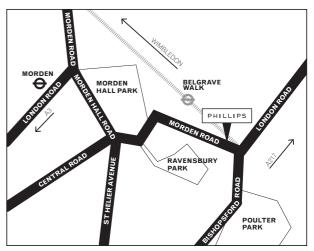
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Viewing and Auction location



Warehouse and collection location

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Client nun	nber (if known)		
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Company	name (complete this only if	you are bidding on behalf of a company)	
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