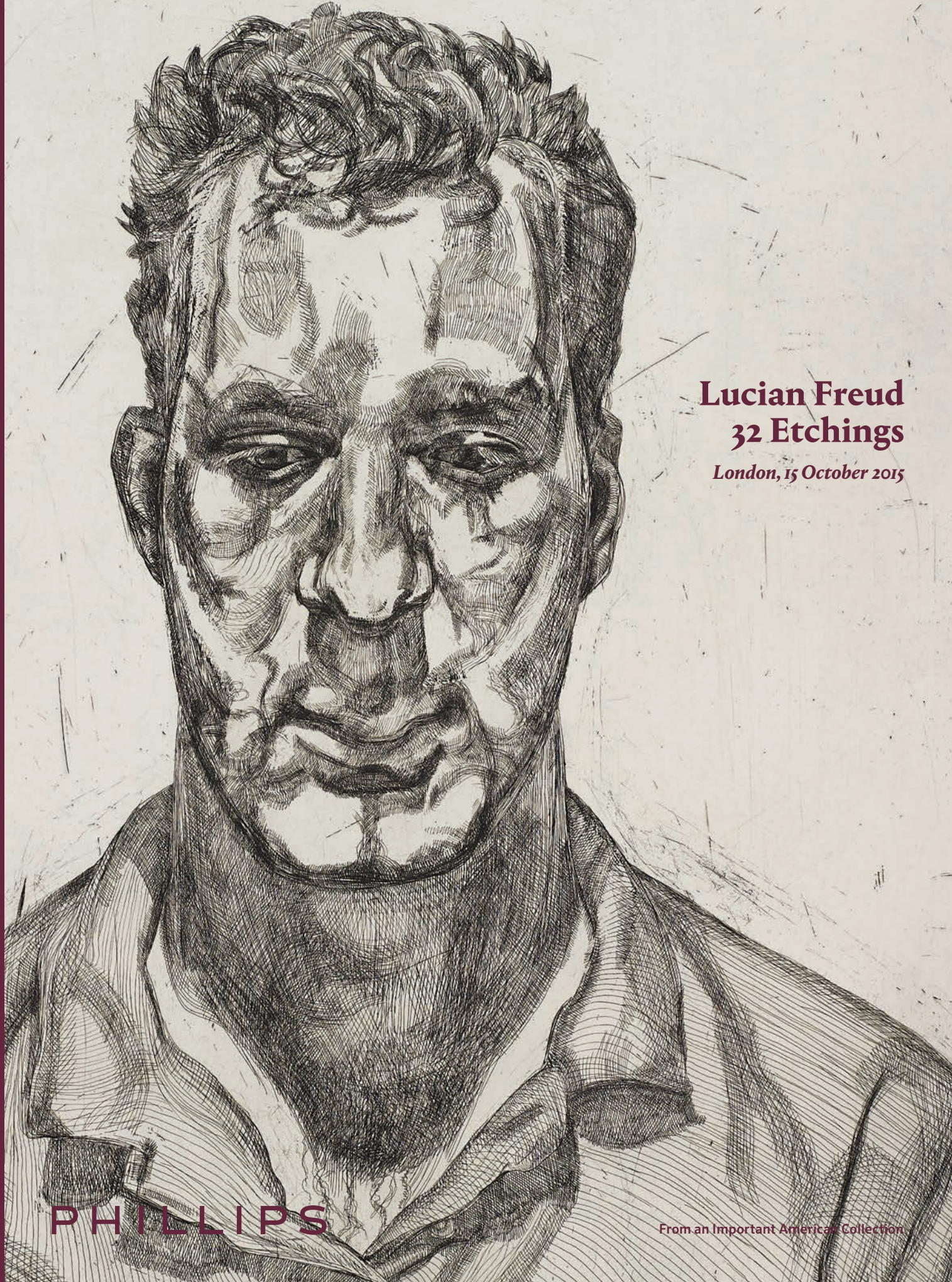

Lucian Freud
32 Etchings

London, 15 October 2015

PHILLIPS

From an Important American Collection

2. Girl Sitting

19. *Head of an Irishman*

10. *Bella in Her Pluto T-Shirt*

II. *Naked Man of a Sofa*

14. *Self-Portrait: Reflection*

Lucian Freud 32 Etchings: From an Important American Collection

London, 15 October 2015, 1pm

Auction and Viewing Location
30 Berkeley Square, London W1J 6EX

Auction
15 October 2015, 1pm

Viewing
9 – 15 October 2015
Monday – Saturday 10am - 6pm
Sunday 12pm - 6pm

Sale Designation
When sending in written bids or making enquiries please refer to this sale as UK030315 or Lucian Freud 32 Etchings.

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rthomas@phillips.com

Cataloguer
Rebecca Tooby-Desmond +44 20 7318 4079
rtooby-desmond@phillips.com

Administrator
Eliza Allan +44 20 7318 4069
eallan@phillips.com

PHILLIPS

22. *After Chardin*

Lucian Freud 32 Etchings:
From an Important American Collection

1. *Landscape*
2. *Girl Sitting*
3. *Two Men in the Studio*
4. *Woman on a Bed*
5. *Kai*
6. *Large Head*
7. *Reclining Figure*
8. *Head of a Man*
9. *The Egyptian Book*
10. *Bella in Her Pluto T-Shirt*
11. *Naked Man on a Sofa*
12. *Woman Sleeping*
13. *Woman with an Arm Tattoo*
14. *Self-Portrait: Reflection*
15. *Conversation*
16. *David Dawson*
17. *Garden in Winter*
18. *Head of Ali*
19. *Head of an Irishman*
20. *Pluto Aged Twelve*
21. *After Chardin*
22. *After Chardin*
23. *After Chardin (Small Plate)*
24. *After Constable's Elm*
25. *Eli*
26. *The Painter's Garden*
27. *Susanna*
28. *Head of a Naked Girl*
29. *Portrait Head*
30. *Before the Fourth*
31. *Solicitor's Head*
32. *Girl with Fuzzy Hair*

Me and Mr Freud
By Sue Tilley

What a treat to see over 30 Lucian Freud etchings in one place; it's like seeing a bunch of old friends.

Leigh Bowery gave me several books on Lucian's work before I started sitting for him. I pored over them and was thrilled to meet most of the sitters in 'real life', working out how they related to, or knew one another. I have often compared Lucian's exhibitions to Tracey Emin's tent, but instead of 'Everyone I Have Ever Slept With' they should be called 'Everyone I Have Ever Known'.

I sat for two of the etchings that appear in this collection; the first one came about entirely by accident.

Lucian was halfway through painting 'Sleeping by the Lion Carpet' when I begged him to let me go to the Fondation Maeght in Saint-Paul-de-Vence, which was staging an exhibition of works by Freud and Bacon.

He gave me strict instructions to stay out of the sun, as any change to my skin colour would ruin the painting he was in the middle of.

There was a large crowd of people staying in the same hotel for the exhibition, including several of Lucian's daughters and some collectors. There was also a large pool and, as I loved swimming, I couldn't resist getting in but I covered myself with very strong sunscreen.

In the early evening I sat under a tree wearing a low-front top chatting to a couple of people; when I went to my room I was shocked to see that my décolletage was a rather angry shade of red. I rubbed some cream on it in the hope that it would go away. Of course, it didn't.

I returned to work at Lucian's a couple of days later ensuring that I was well covered up as I wanted to delay the moment he found out. I was hoping he might not notice which was rather ridiculous as he could spot one streak of mascara on an eyelash. As we went into the studio I slowly removed my clothes, his eyes almost popped out of his head and he rushed back to the kitchen.

I heard him shouting down the phone at his daughter, Bella, as if it was her fault. He said she should have kept an eye on me. He came harrumphing back into the studio and then said while pointing at my chest, "I'm going have to do an etching while THAT fades away".

I was secretly thrilled as I knew it was tradition to give the sitter an etching, but at the same time I was disappointed in myself. Although I like to think I am well behaved, some small rebel gene inside me had escaped yet again and I had let myself get burnt.

Sure enough, when the etching was finished he gave me one. Although he had used the same pose

Benefits Supervisor Resting, 1994
Oil on canvas
Private Collection
© The Lucian Freud Archive /
Bridgeman Imagess

‘I’m going to have to do an etching while THAT fades away.’

as ‘Sleeping by the Lion Carpet’, he had left out the chair so I just looked like a huge barrage balloon floating in space.

I loved having the etching on my wall and it was later joined by another one, ‘Woman with an Arm Tattoo’. It was strange that he featured the tattoo as when he painted me he had covered it in flesh-coloured paint so he didn’t have to look at it as it jarred his eyes. I always felt that the etchings were slightly incongruous in an ex-council flat in Camden Town.

It was great to be able to study them in great detail as the more you look, the more you find. Lucian only took up etching in 1982 after a brief experimentation in the 1940s. They are much harder to produce than drawings as the artist scratches them back to front and the thickness of the ink depends on the depth of the scratch on the copper plate. The background then depends on how cleanly the copper plate has been wiped before printing.

Lucian loved the mystery and chance of not knowing what they would look like until they came out of the press. You can see all the changes in the drawing where Lucian was not happy with the first attempt.

Studying ‘Woman with an Arm Tattoo’, you can see that Lucian has noticed all the multiple piercings in my ear. I am a little disturbed with the way my nose looks like it’s squashed into my face, but he has captured the bump that both my sister and brother have as well as me.

As I’ve always lived above my means I forgot to pay my council tax so ended up with the bailiff at my door. I had the money to pay him but before we went to the bank, he insisted on going round my flat pricing up my possessions. When I told him the value of the etching he just screwed up his face in disbelief and went on to ask the cost of my electric kettle.

After a few years my spending overtook my income so I had no choice but to sell one of my etchings. I would miss it, but I’m not a sentimental person and luckily I sold it to one of my friends who only lived round the corner so I could go and see it whenever I liked. Several years after he bought it, he had a big tax bill and was forced to sell it too. He made a good profit so kindly paid for me to go to Cape Town with him. In a bizarre form of serendipity the etching, which had been made because of an accidental sun tan, ended up allowing me to soak up the sun for a full week as I no longer worked for Lucian.

I love that there is more than one copy of the etchings and that they are affordable compared to Lucian’s paintings. They pop up all over the place and friends are always sending me photos when they have seen them. Recently, etchings of me and Leigh were next to each other in New York’s Met Museum. As we were facing each other, I like to think that we had a good old chat once the place had closed for the night.

Although I eventually had to sell my etchings I had them on show when I owned them. I hate that people buy art just as a commodity and hide it away in a safe to be sold at a later date for a vast profit. Fair enough, sell it if you need to and at least it means that someone else can enjoy it; but while you have it, show it and love it. There’s a story behind all of them and as they pass along from person to person their history only grows richer and more fascinating.

The painter in his chair, 2010
David Dawson (b.1960)
Private Collection
Bridgeman Images

‘With etching, there’s an element of danger and mystery. You don’t know how it’s going to come out. What’s black is white. What’s left is right.’

Lucian Freud

4/30

L F

1. **Lucian Freud** 1922-2011

Landscape, 1993
Etching, on BFK Rives 250gsm paper, with full margins, signed with initials and numbered 4/30 in pencil (there were also 12 artist's proofs), published by Matthew Marks Gallery, New York, framed.
I. 14.9 x 19.7 cm (5⅞ x 7¾ in.)
S. 34.6 x 38.1 cm (13⅝ x 15 in.)

Estimate
£15,000-20,000 $22,800-30,400
€20,400-27,200 ‡ ♠

Provenance
The Artist
Matthew Marks Gallery, New York
Private Collection

Exhibited
New York, Museum of Modern Art, *Lucian Freud: The Painter's Etchings*, 16 Dec 2007 - 10 Mar 2008 (another impression exhibited and illustrated p.125)
New York, Matthew Marks Gallery, *Lucian Freud: Recent Drawings and Etchings*, 11 Dec 1993 - 24 Jan 1994 (another impression exhibited and illustrated pl.22)

Literature
Catherine Lampert 78
Craig Hartley 48
Starr Figura 95
Bruce Bernard and Derek Birdsall 275
William Feaver 265

2. Lucian Freud 1922-2011

Girl Sitting, 1987
Etching printed with plate tone, on Somerset Satin paper, with full margins, signed with initials and annotated 'proof' in pencil (an unnumbered proof aside from the edition of 50 and 10 artist's proofs) published by James Kirkman, London and Brooke Alexander, New York, framed.
I. 54.3 x 69.9 cm (21⅜ x 27½ in.)
S. 56.5 x 75.9 cm (22¼ x 29⅞ in.)

Estimate
£20,000-30,000 $30,400-45,500
€27,200-40,800 ‡ ♠

Provenance
The Artist
Matthew Marks Gallery, New York
Private Collection

Exhibited
New York, Museum of Modern Art, *Lucian Freud: The Painter's Etchings*, 16 Dec 2007 - 10 Mar 2008 (another impression exhibited and illustrated p.67)
New York, Matthew Marks Gallery, *Lucian Freud: Recent Drawings and Etchings*, 11 Dec 1993 - 24 Jan 1994 (this impression exhibited and illustrated pl.3)

Literature
Catherine Lampert 30
Craig Hartley 33
Starr Figura 36
Print Quarterly 34
Bruce Bernard and Derek Birdsall 217

Girl Sitting, 1987-88
Oil on canvas
Private Collection
© The Lucian Freud Archive/ Bridgeman Images

15/25

L.F

3. Lucian Freud 1922-2011

Two Men in the Studio, 1989
Etching, on Somerset Satin paper, with full margins, signed with initials and numbered 15/25 in pencil (there were also some artist's proofs), published by James Kirkman, London and Brooke Alexander, New York, framed.
I. 22.9 x 20.3 cm (9 x 8 in.)
S. 40.6 x 36.2 cm (16 x 14¼ in.)

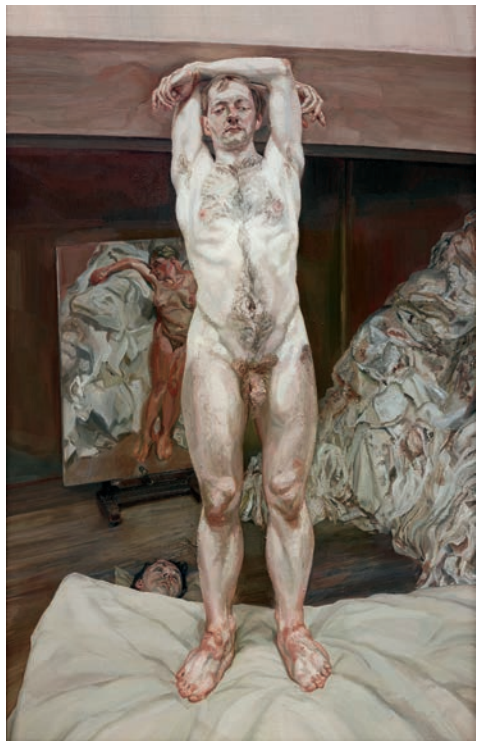
Estimate
£5,000-7,000 $7,600-10,600 €6,800-9,500 ‡ ♠

Provenance
The Artist
Matthew Marks Gallery, New York
Private Collection

Exhibited
New York, Museum of Modern Art, *Lucian Freud: The Painter's Etchings*, 16 Dec 2007 - 10 Mar 2008 (this impression exhibited and illustrated p.79)

Literature
Catherine Lampert 48
Craig Hartley 39
Starr Figura 46
Print Quarterly 39

Two Men in the Studio, 1987-89
Oil on canvas
Saatchi Collection, London, UK,
© The Lucian Freud Archive / Bridgeman Images



4. Lucian Freud 1922-2011

Woman on a Bed, 1991-92
Etching, on Somerset Satin paper, with full margins, signed with initials and numbered 10/30 in pencil (there were also 10 artist's proofs), published by Matthew Marks Gallery, New York and James Kirkman, London, framed.
I. 23.8 x 20.6 cm (9⅜ x 8⅛ in.)
S. 43.5 x 38.7 cm (17⅛ x 15¼ in.)

Estimate
£8,000-12,000 $12,100-18,200
€10,900-16,300 ‡♠

Provenance
The Artist
Matthew Marks Gallery, New York
Private Collection

Exhibited
New York, Museum of Modern Art, *Lucian Freud: The Painter's Etchings*, 16 Dec 2007 - 10 Mar 2008 (another impression exhibited and illustrated p. 70)
New York, Matthew Marks Gallery, *Lucian Freud: Recent Drawings and Etchings*, 11 Dec 1993 - 24 Jan 1994 (another impression exhibited and illustrated pl.17)

Literature
Craig Hartley 44
Starr Figura 38

Woman Holding her Thumb, 1992
Oil on canvas
Private Collection
© The Lucian Freud Archive / Bridgeman Images

10/30

L. E.

23/40

5. Lucian Freud 1922-2011

Kai, 1991-92
Etching, on Somerset Satin Textured 350gsm paper, with full margins, signed with initials and numbered 23/40 in pencil (there were also 10 artist's proofs), published by Matthew Marks Gallery, New York, framed.
I. 69.9 x 54.6 cm (27½ x 21½ in.)
S. 79.4 x 62.9 cm (31¼ x 24¾ in.)

Estimate
£50,000-70,000 $75,900-106,000
€68,000-95,200 ‡♠

Provenance
The Artist
Matthew Marks Gallery, New York
Private Collection

Exhibited
New York, The Metropolitan Museum of Art, Robert Wood Johnson, Jr., Gallery of Prints and Drawings, permanent collection, another impression currently on view, summer 2015.
London, National Portrait Gallery, *Lucian Freud: Portraits*, 9 Feb - 27 May 2012 (another impression exhibited and illustrated p.194)
New York, Museum of Modern Art, *Lucian Freud: The Painter's Etchings*, 16 Dec 2007 - 10 Mar 2008 (this impression exhibited and illustrated p.67)
New York, Matthew Marks Gallery, *Lucian Freud: Recent Drawings and Etchings*, 11 Dec 1993 - 24 Jan 1994 (another impression exhibited and illustrated pl.16)

Literature
Catherine Lampert 84
Craig Hartley 45
Starr Figura 64
Sarah Howgate 117
Bruce Bernard and Derek Birdsall 246
William Feaver 52; 262

Large Interior W11 (after Watteau), 1981-83
Oil on canvas
Private Collection
© The Lucian Freud Archive / Bridgeman Images

Leigh Bowery, 1991
Oil on canvas
Private Collection
© The Lucian Freud Archive / Bridgeman Images

6. Lucian Freud 1922-2011

Large Head, 1993
Etching, on Somerset Satin Textured 300gsm paper, with full margins, the second (final) state (there was an unpublished trial state of 1 or 2 proofs before the lines on the sitter's right shoulder were cleaned), signed with initials and inscribed 'A/P' in pencil (one of 12 artist's proofs aside from the edition of 40), published by Matthew Marks Gallery, New York, framed.
I. 69.2 x 54.6 cm (27¼ x 21½ in.)
S. 78.7 x 63.5 cm (31 x 25 in.)

Estimate
£50,000-70,000 $75,900-106,000
€68,000-95,200 ‡♠

Provenance
The Artist
Matthew Marks Gallery, New York
Private Collection

Exhibited
New York, The Metropolitan Museum of Art, Robert Wood Johnson, Jr., Gallery of Prints and Drawings, permanent collection, another impression currently on view, summer 2015.
London, National Portrait Gallery, *Lucian Freud: Portraits*, 9 Feb - 27 May 2012 (another impression exhibited and illustrated p.194)
New York, Museum of Modern Art, *Lucian Freud: The Painter's Etchings*, 16 Dec 2007 - 10 Mar 2008 (this impression exhibited and illustrated p.103)
New York, Matthew Marks Gallery, *Lucian Freud: Recent Drawings and Etchings*, 11 Dec 1993 - 24 Jan 1994 (this impression exhibited and illustrated pl.21)

Literature
Catherine Lampert 75
Craig Hartley 47
Starr Figura 72
Sarah Howgate 118
Bruce Bernard and Derek Birdsall 264
William Feaver 59; 97; 267

A/P

7. Lucian Freud 1922-2011

Reclining Figure, 1994
Etching with drypoint, on Arches 300gsm paper, with full margins, signed with initials and inscribed 'proof' in pencil (an unnumbered proof aside from the edition of 30 and 14 numbered artist's proofs), published by Matthew Marks Gallery, New York, framed.
I. 17.1 x 23.8 cm (6¾ x 9⅜ in.)
S. 34.9 x 41.6 cm (6¾ x 9⅜ in.)

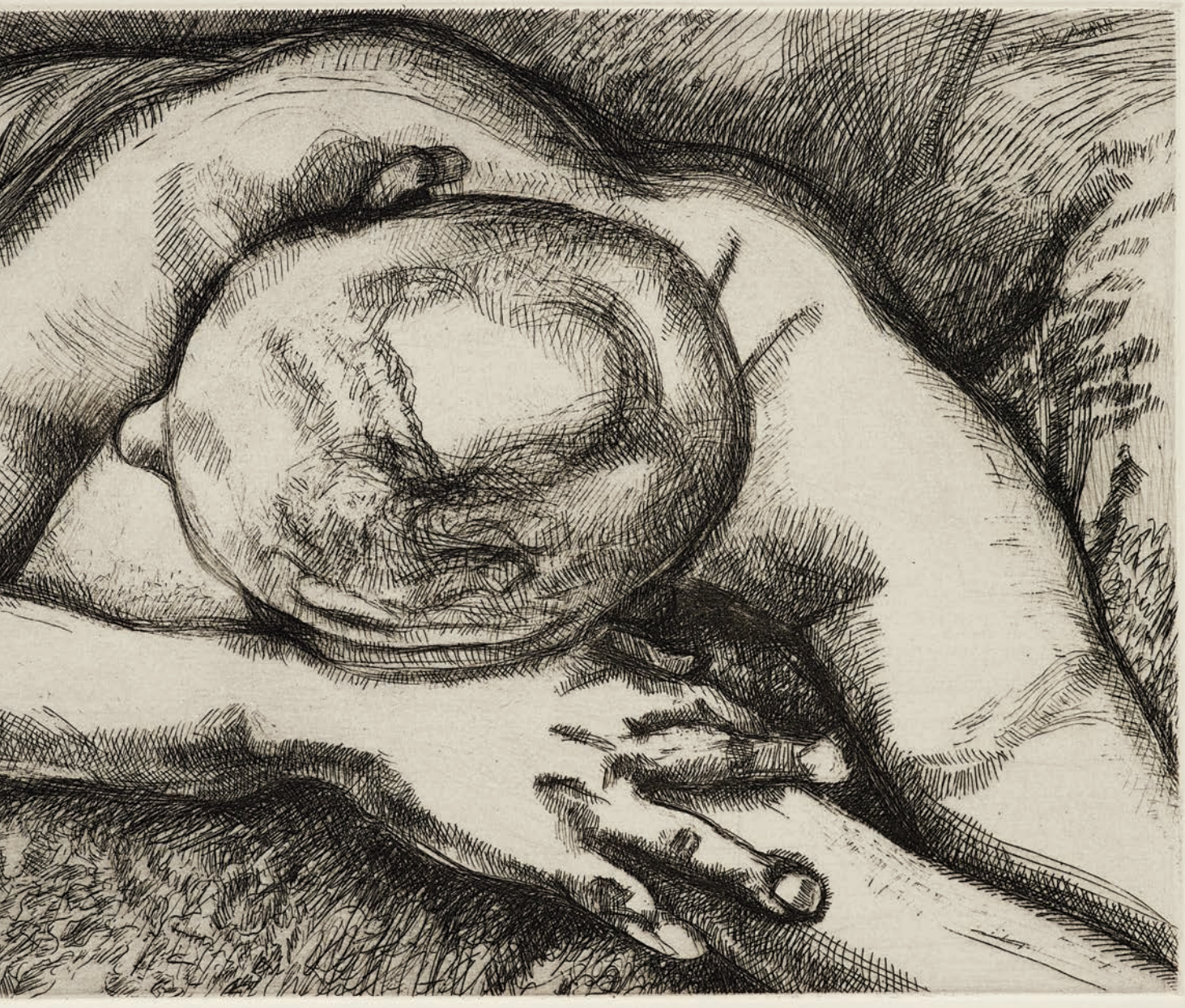
Estimate
£12,000-18,000 $18,200-27,300 €16,300-24,500 ‡♠

Provenance
The Artist
Matthew Marks Gallery, New York
Private Collection

Exhibited
New York, Museum of Modern Art, *Lucian Freud: The Painter's Etchings*, 16 Dec 2007 - 10 Mar 2008
(another impression exhibited and illustrated p.105)

Literature
Craig Hartley 50
Starr Figura 75

Leigh on a Green Sofa, 1994
Oil on canvas
Private Collection
© The Lucian Freud Archive / Bridgeman Images



5/20

L. F

Leigh Bowery: One of the things I like about sitting for you is that I get to look at your things for much longer than I would in a museum, which is the only place I'd be able to see them otherwise.

Lucian Freud: Good. Anything to keep you here...

***Lucian Freud: Recent Drawings and Etchings*, Matthew Marks Gallery, New York, 2003**

8. Lucian Freud 1922-2011

Head of a Man, 1992
Etching, on BFK Rives 250gsm paper, with full margins, signed with initials and numbered 5/20 in pencil (there were also 14 artist's proofs), published by Matthew Marks Gallery, New York, framed.
I. 21.9 x 20.3 cm (8⅝ x 8 in.)
S. 41.9 x 40 cm (16½ x 15¾ in.)

Estimate
£10,000-15,000 $15,200-22,800
€13,600-20,400 ‡♠

Provenance
The Artist
Matthew Marks Gallery, New York
Private Collection

Exhibited
New York, Museum of Modern Art, *Lucian Freud: The Painter's Etchings*, 16 Dec 2007 - 10 Mar 2008 (this impression exhibited and illustrated p.100)
New York, Matthew Marks Gallery, *Lucian Freud: Recent Drawings and Etchings*, 11 Dec 1993 - 24 Jan 1994 (another impression exhibited and illustrated pl.19)

Literature
Craig Hartley 46
Starr Figura 69

9. Lucian Freud 1922-2011

The Egyptian Book, 1994
Etching, on T. H. S. Saunders 140lbs paper, with full margins, signed with initials and numbered 36/40 in pencil (there were also 12 artist's proofs), published by Matthew Marks Gallery, New York, framed.
I. 29.8 x 29.8 cm (11¾ x 11¾ in.)
S. 46.4 x 42.5 cm (18¼ x 16¾ in.)

Estimate
£8,000-12,000 $12,100-18,200
€10,900-16,300 ‡♠

Provenance
The Artist
Matthew Marks Gallery, New York
Private Collection

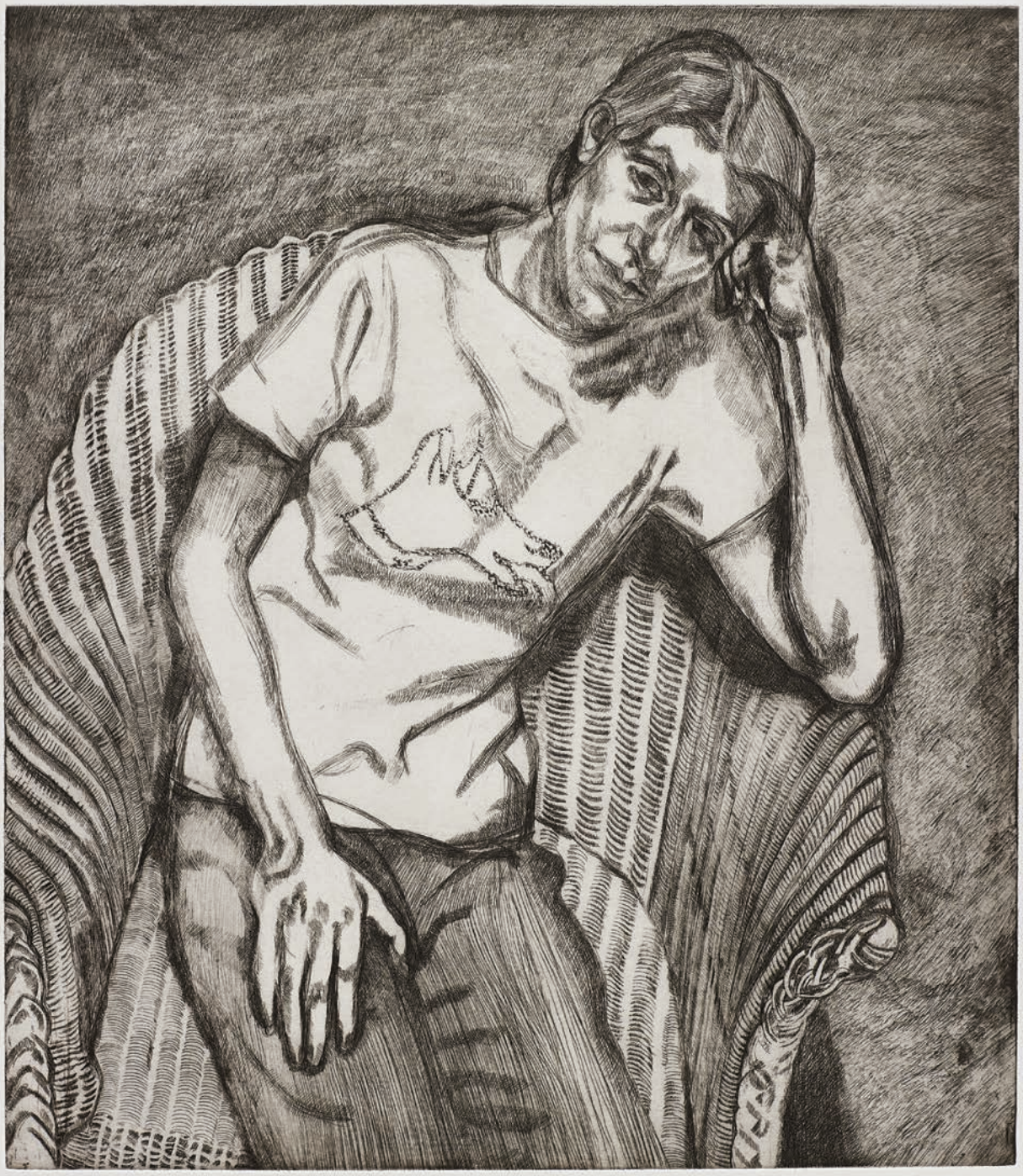
Exhibited
New York, The Metropolitan Museum of Art, Robert Wood Johnson, Jr., Gallery of Prints and Drawings, permanent collection, another impression currently on view, summer 2015.
London, National Portrait Gallery, *Lucian Freud: Portraits*, 9 Feb - 27 May 2012 (another impression exhibited and illustrated p.197)

Literature
Craig Hartley 49
Sabine Haag and Jasper Sharp p.136
Sarah Howgate 124
William Feaver p.14

Still Life with Book, 1991-92
Oil on canvas
Private Collection
© The Lucian Freud Archive / Bridgeman Images

36/40

L.B



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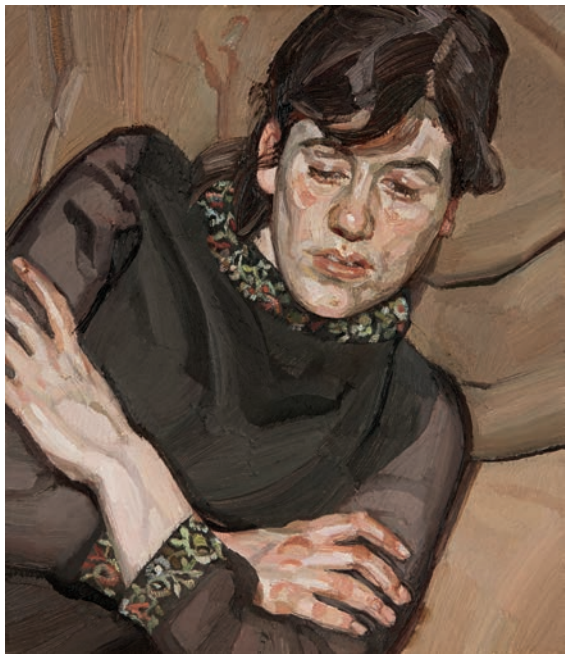
Bella, 1981
Oil on canvas
Private Collection
© The Lucian Freud Archive / Bridgeman Images



10. Lucian Freud 1922-2011

Bella in Her Pluto T-Shirt, 1995
Etching, on Somerset Textured paper, with full margins, the third (final) state (there were two unpublished trial states before the head was re-drawn), signed with initials and numbered 8/36 in pencil (there were also 12 artist's proofs), published by Matthew Marks Gallery, New York, framed.
I. 67.9 x 59.1 cm (26¾ x 23¼ in.)
S. 81.3 x 72.4 cm (32 x 28½ in.)

Estimate
£20,000-30,000 $30,400-45,500
€27,200-40,800 ‡♠

Provenance
The Artist
Matthew Marks Gallery, New York
Private Collection

Exhibited
London, National Portrait Gallery, *Lucian Freud: Portraits*, 9 Feb - 27 May 2012 (another impression exhibited and illustrated p.198)
New York, Museum of Modern Art, *Lucian Freud: The Painter's Etchings*, 16 Dec 2007 - 10 Mar 2008 (another impression exhibited and illustrated p.85)

Literature
Craig Hartley 51
Starr Figura 53
Sarah Howgate 125
Yale 38

‘You are very conscious of the air going round people in different ways, to do with their particular vitality.’

Lucian Freud

11. Lucian Freud 1922-2011

Naked Man on a Sofa, c. 1985
Etching, on Somerset Satin paper, with full margins, signed with initials in pencil, one of two unpublished proofs (it was never editioned), printed by Terry Wilson at Palm Tree Studios, London, framed.
I. 54.6 x 69.9 cm (21½ x 27½ in.)
S. 66.4 x 80.6 cm (26⅛ x 31¾ in.)

Estimate
£120,000-180,000 $182,000-273,000
€163,000-245,000 ‡♠

Provenance
The Artist
Matthew Marks Gallery, New York
Private Collection

Exhibited
New York, Matthew Marks Gallery, *Lucian Freud: Recent Drawings and Etchings*, 11 Dec 1993 - 24 Jan 1994 (this impression exhibited and illustrated pl.4)

Literature
Craig Hartley 28
Starr Figura 45

Painter and Model, 1986-87
Oil on canvas
Private Collection
© The Lucian Freud Archive / Bridgeman Images

Sleeping by the Lion Carpet, 1996
Oil on canvas,
Private Collection
© The Lucian Freud Archive /
Bridgeman Images

12. Lucian Freud 1922-2011

Woman Sleeping, 1995
Etching, on Somerset Textured paper, with full margins, signed with initials and numbered 29/36 in pencil (there were also 12 artist's proofs), published by Matthew Marks Gallery, New York, framed.
I. 73 x 59.1 cm (28¾ x 23¼ in.)
S. 81.3 x 67.3 cm (32 x 26½ in.)

Estimate
£25,000-35,000 $38,000-53,100
€34,000-47,600 ‡♠

Provenance
The Artist
Matthew Marks Gallery, New York
Private Collection

Exhibited
New York, Museum of Modern Art, *Lucian Freud: The Painter's Etchings*, 16 Dec 2007 - 10 Mar 2008 (another impression exhibited and illustrated p.71)

Literature
Craig Hartley 52
Starr Figura 39
Bruce Bernard and Derek Birdsall 286
Sebastian Smee 5
William Feaver 276
Yale 39 (*Benefits Supervisor Sleeping*)

13. Lucian Freud 1922-2011

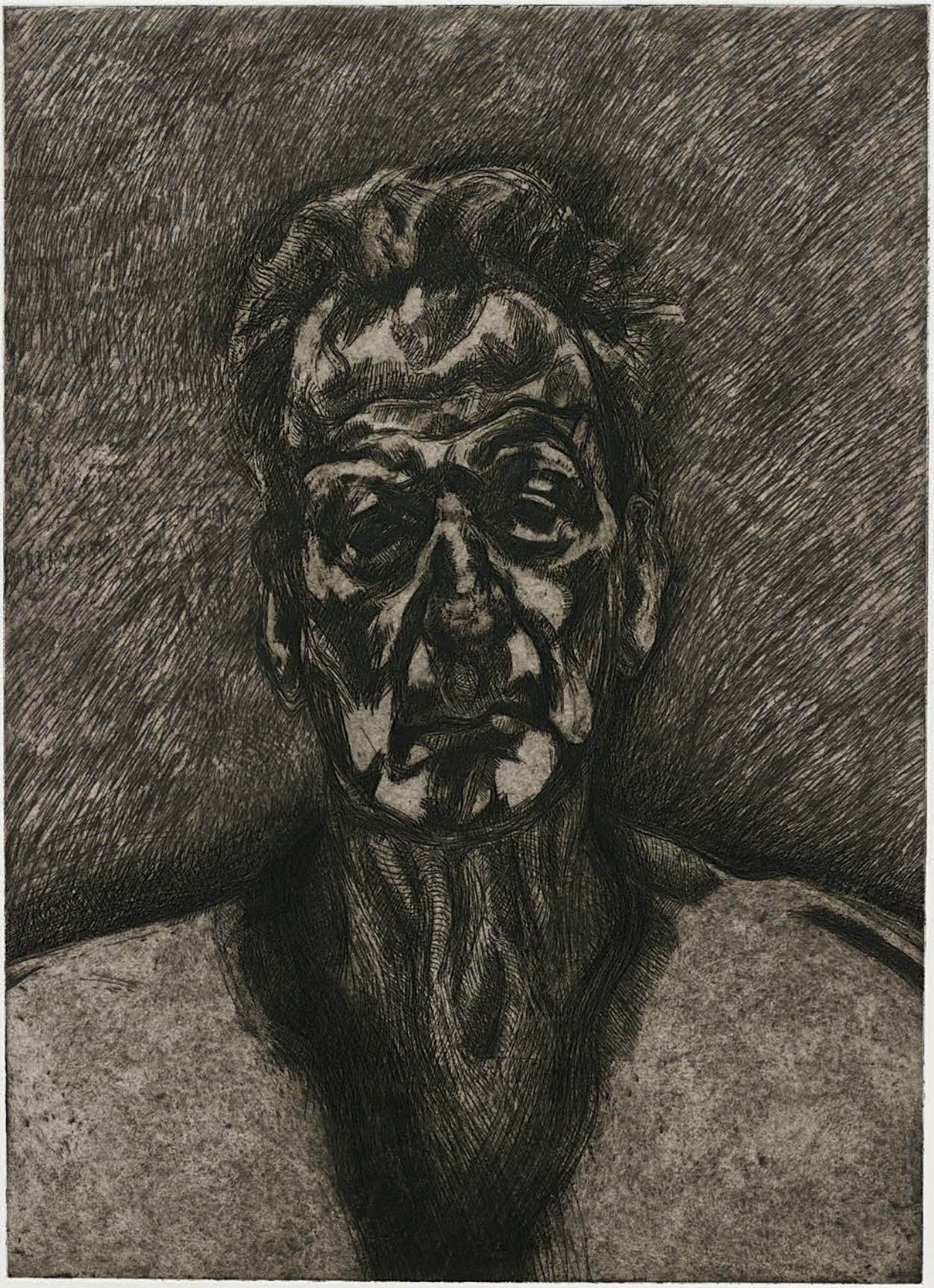
Woman with an Arm Tattoo, 1996
Etching, on Somerset Textured paper, with full margins, signed with initials and numbered 3/40 in pencil (there were also 12 artist's proofs), published by Matthew Marks Gallery, New York, framed.
I. 59.7 x 81.9 cm (23½ x 32¼ in.)
S. 70.5 x 91.4 cm (27¾ x 36 in.)

Estimate
£30,000-50,000 $45,500-75,900
€40,800-68,000 ‡♠

Provenance
The Artist
Matthew Marks Gallery, New York
Private Collection

Exhibited
New York, The Metropolitan Museum of Art, Robert Wood Johnson, Jr., Gallery of Prints and Drawings, permanent collection, another impression currently on view, summer 2015.
London, National Portrait Gallery, *Lucian Freud: Portraits*, 9 Feb - 27 May 2012 (another impression exhibited and illustrated p.196)
New York, Museum of Modern Art, *Lucian Freud: The Painter's Etchings*, 16 Dec 2007 - 10 Mar 2008 (another impression exhibited and illustrated p.72)

Literature
Craig Hartley 54
Starr Figura 40
Bruce Bernard and Derek Birdsall 279
Sebastian Smee 4
William Feaver 65; 102; 275
Yale 40



14. Lucian Freud 1922-2011

Self-Portrait: Reflection, 1996
Etching, on Somerset Textured paper, with full margins, signed with initials and numbered 44/46 in pencil (there were also 12 artist's proofs), published by Matthew Marks Gallery, New York, framed.
I. 59.4 x 42.9 cm (23⅜ x 16⅞ in.)
S. 88.3 x 69.9 cm (34¾ x 27½ in.)

Estimate
£60,000-80,000 $91,100-121,000
€81,600-109,000 ‡♠

Provenance
The Artist
Matthew Marks Gallery, New York
Private Collection

Exhibited
London, National Portrait Gallery, *Lucian Freud: Portraits*, 9 Feb - 27 May 2012 (another impression exhibited and illustrated p.197)
New York, Museum of Modern Art, *Lucian Freud: The Painter's Etchings*, 16 Dec 2007 - 10 Mar 2008 (another impression exhibited and illustrated p.76)

Literature
Craig Hartley 55
Starr Figura 76
Sarah Howgate 123
Sebastian Smee 1
William Feaver 66
Yale 41

Painter Working, Reflection, 1993
Oil on canvas
Private Collection
© The Lucian Freud Archive / Bridgeman Images

4/30

'I work from the people that interest me, and that I care about, in rooms that I live in and know.'

15. Lucian Freud 1922-2011

Conversation, 1998
Etching, on Somerset Textured paper, with full margins, signed with initials and numbered 4/30 in pencil (there were also 12 artist's proofs), published by Matthew Marks Gallery, New York, framed.
I. 20 x 25.1 cm (7⅞ x 9⅞ in.)
S. 33.3 x 38.1 cm (13⅛ x 15 in.)

Estimate
£10,000-15,000 $15,200-22,800
€13,600-20,400 ‡♠

Provenance
The Artist
Matthew Marks Gallery, New York
Private Collection

Literature
Craig Hartley 57
Yale 44

16. Lucian Freud 1922-2011

David Dawson, 1998
Etching, on Somerset Textured paper, with full margins, signed with initials and numbered 34/46 in pencil (there were also 12 artist's proofs), published by Matthew Marks Gallery, New York, framed.
I. 59.7 x 42.5 cm (23½ x 16¾ in.)
S. 75.6 x 57.2 cm (29¾ x 22½ in.)

Estimate
£12,000-18,000 $18,200-27,300
€16,300-24,500 ‡♠

Provenance
The Artist
Matthew Marks Gallery, New York
Private Collection

Exhibited
London, National Portrait Gallery, *Lucian Freud: Portraits*, 9 Feb - 27 May 2012 (another impression exhibited and illustrated p.195)
New York, Museum of Modern Art, *Lucian Freud: The Painter's Etchings*, 16 Dec 2007 - 10 Mar 2008 (this impression exhibited and illustrated p.108)

Literature
Craig Hartley 56
Starr Figura 78
Sarah Howgate 119
Sebastian Smee 25
William Feaver p.30; 110; 290
Yale 43

David and Eli, 2003-04
Oil on canvas
Private Collection
© The Lucian Freud Archive / Bridgeman Images

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17. Lucian Freud 1922-2011

Garden in Winter, 1998-99
Etching, on Somerset Textured paper, with full margins, signed with initials and annotated 'A.P 11/12' (an artist's proof aside from the edition of 46), published by Matthew Marks Gallery, New York, framed.
I. 76.2 x 59.1 cm (30 x 23¼ in.)
S. 97.2 x 76.8 cm (38¼ x 30¼ in.)

Estimate
£50,000-70,000 $75,900-106,000
€68,000-95,200 ‡♠

Provenance
The Artist
Matthew Marks Gallery, New York
Private Collection

Exhibited
New York, Museum of Modern Art, *Lucian Freud: The Painter's Etchings*, 16 Dec 2007 - 10 Mar 2008 (another impression exhibited and illustrated p.127)

Literature
Craig Hartley 58
Starr Figura 97
Sebastian Smee 32
William Feaver 67; 298

Garden Painting, 1995
Oil on canvas
Private Collection
© The Lucian Freud Archive / Bridgeman Images

The Painter's Son, Ali, 1998
Oil on canvas
Private Collection,
© The Lucian Freud Archive /
Bridgeman Images

18. Lucian Freud 1922-2011

Head of Ali, 1999
Etching, on Somerset Textured paper, with full margins, signed with initials and numbered 15/46 in pencil (there were also 12 artist's proofs), published by Matthew Marks Gallery, New York, framed.
I. 59.7 x 43.2 cm (23½ x 17 in.)
S. 75.9 x 57.5 cm (29⅞ x 22⅝ in.)

Estimate
£18,000-25,000 $27,300-38,000
€24,500-34,000 ‡♠

Provenance
The Artist
Matthew Marks Gallery, New York
Private Collection

Exhibited
London, National Portrait Gallery, *Lucian Freud: Portraits*, 9 Feb - 27 May 2012 (another impression exhibited and illustrated p.195)
New York, Museum of Modern Art, *Lucian Freud: The Painter's Etchings*, 16 Dec 2007 - 10 Mar 2008 (another impression exhibited and illustrated p.109)

Literature
Craig Hartley 59
Starr Figura 79
Sarah Howgate 120
Sebastian Smee 42
William Feaver 70; 300

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19. Lucian Freud 1922-2011

Head of an Irishman, 1999
Etching, on Somerset Textured paper, with full margins, signed with initials and numbered 35/36 in pencil (Figura calls for an edition of 46 and 12 artist's proofs), published by Matthew Marks Gallery, New York, framed.
I. 73.7 x 55.9 cm (29 x 22 in.)
S. 96.5 x 77.5 cm (38 x 30½ in.)

Estimate
£30,000-50,000 $45,500-75,900
€40,800-68,000 ‡♠

Provenance
The Artist
Matthew Marks Gallery, New York
Private Collection

Exhibited
London, National Portrait Gallery, *Lucian Freud: Portraits*, 9 Feb - 27 May 2012 (another impression exhibited and illustrated p.199)
New York, Museum of Modern Art, *Lucian Freud: The Painter's Etchings*, 16 Dec 2007 - 10 Mar 2008 (another impression exhibited and illustrated p.111)

Literature
Craig Hartley 60
Starr Figura 81
Sarah Howgate 127
Sebastian Smee 29

13/46

20. Lucian Freud 1922-2011

Pluto Aged Twelve, 2000
Etching, on Somerset Textured paper, with full margins, signed with initials and numbered 3/46 in pencil (there were also 12 artist's proofs), published by Matthew Marks Gallery, New York, framed.
I. 43.2 x 59.7 cm (17 x 23½ in.)
S. 57.2 x 72.4 cm (22½ x 28½ in.)

Estimate
£50,000-70,000 $75,900-106,000
€68,000-95,200 ‡ ♠

Provenance
The Artist
Matthew Marks Gallery, New York
Private Collection

Exhibited
London, National Portrait Gallery, *Lucian Freud: Portraits*, 9 Feb - 27 May 2012 (another impression exhibited and illustrated p.198)
New York, Museum of Modern Art, *Lucian Freud: The Painter's Etchings*, 16 Dec 2007 - 10 Mar 2008 (another impression exhibited and illustrated p.121)

Literature
Starr Figura 91
Sarah Howgate 126
Sebastian Smee 45
William Feaver 303

Pluto, 1988
Oil on canvas
Private Collection
© The Lucian Freud Archive / Bridgeman Images

‘I don’t want to copy the Chardin…

I simply want to get as near to it as I can. It's a labour of love.'

Lucian Freud

21. Lucian Freud 1922-2011

After Chardin, 2000
Etching, a working proof with hand-touching in charcoal, on Somerset Textured paper, with full margins, signed with initials and inscribed 'Trial Proof' in pencil (aside from the final edition of 46 and 12 artist's proofs without charcoal), published by Matthew Marks Gallery, New York, framed.
I. 59.1 x 73 cm (23¼ x 28¾ in.)
S. 77.5 x 96.5 cm (30½ x 38 in.)

Estimate
£35,000-45,000 $54,000-69,400
€47,600-61,300 ‡♠

Provenance
The Artist
Matthew Marks Gallery, New York
Private Collection

Exhibited
New York, Museum of Modern Art, *Lucian Freud: The Painter's Etchings*, 16 Dec 2007 - 10 Mar 2008 (another impression, from the final edition, exhibited and illustrated p.131)

Literature
Starr Figura 101
Sebastian Smee 43 (image erroneously cropped)
William Feaver 308

After Chardin, 1999
Oil on canvas
Private Collection
© The Lucian Freud Archive / Bridgeman Images

Trial Proof

22. **Lucian Freud** 1922-2011

After Chardin, 2000
Etching, on Somerset Textured paper, with full margins, signed with initials and numbered 41/46 in pencil (there were also 12 artist's proofs), published by Matthew Marks Gallery, New York, framed.
I. 59.4 x 73.7 cm (23⅜ x 29 in.)
S. 76.8 x 96.5 cm (30¼ x 38 in.)

Estimate
£15,000-25,000 $22,800-38,000 €20,400-34,000 ‡ ♠

Provenance
The Artist
Matthew Marks Gallery, New York
Private Collection

Exhibited
New York, Museum of Modern Art, *Lucian Freud: The Painter's Etchings*, 16 Dec 2007 - 10 Mar 2008 (another impression exhibited and illustrated p.131)

Literature
Starr Figura 101
Sebastian Smee 43 (image erroneously cropped)
William Feaver 308

23. Lucian Freud 1922-2011

After Chardin (Small Plate), 2000
Etching, on Somerset Textured paper, with full margins, signed with initials and annotated 'A.P 2/24' in pencil (an artist's proof aside from the edition of 80), published by Matthew Marks Gallery, New York, framed.
I. 15.2 x 20 cm (6 x 7⅞ in.)
S. 38.1 x 50.5 cm (15 x 19⅞ in.)

Estimate
£4,000-6,000 $6,100-9,100 €5,400-8,200 ‡♠

Provenance
The Artist
Matthew Marks Gallery, New York
Private Collection

Literature
William Feaver 311

After Chardin (Small), 1999
Oil on canvas
Private Collection
© The Lucian Freud Archive / Bridgeman Images

7/46

24. Lucian Freud 1922-2011

After Constable's Elm, 2003
Etching, on Somerset Textured paper, with full margins, signed with initials and numbered 7/46 in pencil (there were also 12 artist's proofs), published by Matthew Marks Gallery, New York, framed.
I. 31.1 x 24.1 cm (12¼ x 9½ in.)
S. 47.9 x 37.8 cm (18⅞ x 14⅞ in.)

Estimate
£20,000-30,000 $30,400-45,500 €27,200-40,800 ‡♠

Provenance
The Artist
Matthew Marks Gallery, New York
Private Collection

Exhibited
New York, Acquavella Contemporary Art, Inc., *Lucian Freud: Recent Paintings & Etchings*, 28 April - 27 May 2004 (another impression exhibited and illustrated pl.5)

Literature
Sabine Haag and Jasper Sharp p.72 (detail); 84
William Feaver 82; 314

Study of the Trunk of an Elm Tree, c.1821
Oil on canvas
Private Collection
© The Lucian Freud Archive / Bridgeman Images

25. Lucian Freud 1922-2011

Eli, 2002
Etching, on Somerset Textured paper, with full margins, signed with initials and numbered 13/46 in pencil (there were also 12 artist's proofs), published by Matthew Marks Gallery, New York, framed.
I. 66 x 85.1 cm (26 x 33½ in.)
S. 76.8 x 95.9 cm (30¼ x 37¾ in.)

Estimate
£80,000-120,000 $121,000-182,000
€109,000-163,000 ‡ ♠

Provenance
The Artist
Matthew Marks Gallery, New York
Private Collection

Exhibited
New York, Museum of Modern Art, *Lucian Freud: The Painter's Etchings*, 16 Dec 2007 - 10 Mar 2008 (another impression exhibited and illustrated p.123)
New York, Acquavella Contemporary Art, Inc., *Lucian Freud: Recent Paintings & Etchings*, 28 April - 27 May 2004 (another impression exhibited and illustrated pl.7)

Literature
Starr Figura 93
Sebastian Smee 67
William Feaver 79; 330

Eli, 2002
Oil on canvas
Private Collection
© The Lucian Freud Archive / Bridgeman Images

PROOF

26. Lucian Freud 1922-2011

The Painter's Garden, 2003-2004
Etching, on Somerset Textured paper, with full margins, signed with initials and inscribed 'proof' in pencil (an unnumbered proof aside from the edition of 46 and 12 numbered artist's proofs), published by Acquavella LLC, New York, framed.
I. 64.5 x 87.6 cm (25⅜ x 34½ in.)
S. 76.8 x 100.3 cm (30¼ x 39½ in.)

Estimate
£30,000-50,000 $45,500-75,900 €40,800-68,000 ‡♠

Provenance
The Artist
Matthew Marks Gallery, New York
Private Collection

Exhibited
New York, Museum of Modern Art, *Lucian Freud: The Painter's Etchings*, 16 Dec 2007 - 10 Mar 2008 (another impression exhibited and illustrated p.129)

Literature
Starr Figura 99
Sebastian Smee 97
William Feaver 85; 352

The Painter's Garden, 2005-06
Oil on canvas
Private Collection
© The Lucian Freud Archive / Bridgeman Images

38/40

L.F.

27. Lucian Freud 1922-2011

Susanna, 1996
Etching, on Somerset Textured paper, with full margins, signed with initials and numbered 38/40 in pencil (there were also 12 artist's proofs), published by Matthew Marks Gallery, New York, framed.
I. 29.8 x 29.8 cm (11¾ x 11¾ in.)
S. 49.8 x 49.8 cm (19⅝ x 19⅝ in.)

Estimate
£12,000-18,000 $18,200-27,300 €16,300-24,500 ‡♠

Provenance
The Artist
Matthew Marks Gallery, New York
Private Collection

Exhibited
London, National Portrait Gallery, *Lucian Freud: Portraits*, 9 Feb - 27 May 2012 (another impression exhibited and illustrated p.196)
New York, Museum of Modern Art, *Lucian Freud: The Painter's Etchings*, 16 Dec 2007 - 10 Mar 2008 (another impression exhibited and illustrated p.88)

Literature
Craig Hartley 53
Starr Figura 57
Bruce Bernard and Derek Birdsall 274 (*Head of a Woman*)
Sebastian Smee 8
Yale 42

Susanna, 1999
Oil on canvas
Private Collection
© The Lucian Freud Archive / Bridgeman Images

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Head of Naked Girl, 1999
Oil on canvas
Private Collection
© The Lucian Freud Archive / Bridgeman Images

28. Lucian Freud 1922-2011

Head of a Naked Girl, 2000
Etching, on Somerset Textured paper, with full margins, signed with initials and numbered 6/46 in pencil (there were also 12 artist's proofs), published by Matthew Marks Gallery, New York, framed.
I. 38.1 x 38.1 cm (15 x 15 in.)
S. 59.1 x 57.2 cm (23¼ x 22½ in.)

Estimate
£15,000-20,000 $22,800-30,400
€20,400-27,200 ‡♠

Provenance
The Artist
Matthew Marks Gallery, New York
Private Collection

Exhibited
New York, Museum of Modern Art, *Lucian Freud: The Painter's Etchings*, 16 Dec 2007 - 10 Mar 2008 (another impression exhibited and illustrated p.91)

Literature
Starr Figura 60
William Feaver 317

29. Lucian Freud 1922-2011

Portrait Head, 2001
Etching, on Somerset Textured paper, with full margins, signed with initials and numbered 9/46 in pencil (there were also 12 artist's proofs), published by Matthew Marks Gallery, New York, framed.
I. 59.7 x 47.3 cm (23½ x 18⅝ in.)
S. 72.4 x 57.2 cm (28½ x 22½ in.)

Estimate
£18,000-25,000 $27,300-38,000
€24,500-34,000 ‡♠

Provenance
The Artist
Matthew Marks Gallery, New York
Private Collection

Exhibited
New York, Museum of Modern Art, *Lucian Freud: The Painter's Etchings*, 16 Dec 2007 - 10 Mar 2008 (another impression exhibited and illustrated p.92)

Literature
Starr Figura 61
Sebastian Smee 44

30. **Lucian Freud** 1922-2011

Before the Fourth, 2004
Etching, on Somerset Textured paper, with full margins, signed with initials and annotated 'A.P 1/12' in pencil (an artist's proof aside from the edition of 46), published by Acquavella LLC, New York, framed.
I. 34.3 x 42.5 cm (13½ x 16¾ in.)
S. 57.2 x 66 cm (22½ x 26 in.)

Estimate
£7,000-10,000 $10,800-15,400
€9,500-13,600 ‡♠

Provenance
The Artist
Matthew Marks Gallery, New York
Private Collection

Annabel and Rattler, 1998
Oil on canvas
Private Collection
© The Lucian Freud Archive / Bridgeman Images

13/46

Naked Solicitor, 2003
Oil on canvas
Private Collection
© The Lucian Freud Archive / Bridgeman Images

31. Lucian Freud 1922-2011

Solicitor's Head, 2003
Etching, on Somerset Soft paper, with full margins, signed with initials and numbered 3/46 in pencil (there were also 12 artist's proofs), published by Acquavella LLC, New York, framed.
I. 36.8 x 27.6 cm (14½ x 10⅞ in.)
S. 59.1 x 47.9 cm (23¼ x 18⅞ in.)

Estimate
£8,000-12,000 $12,100-18,200
€10,900-16,300 ‡♠

Provenance
The Artist
Matthew Marks Gallery, New York
Private Collection

Exhibited
London, National Portrait Gallery, *Lucian Freud: Portraits*, 9 Feb - 27 May 2012 (another impression exhibited and illustrated p.200)
New York, Museum of Modern Art, *Lucian Freud: The Painter's Etchings*, 16 Dec 2007 - 10 Mar 2008 (another impression exhibited and illustrated p.93)
New York, Acquavella Contemporary Art, Inc., *Lucian Freud: Recent Paintings & Etchings*, 28 April - 27 May 2004 (another impression exhibited and illustrated pl.10)

Literature
Starr Figura 62
Sarah Howgate 128
Sebastian Smee 80
William Feaver 337

32. Lucian Freud 1922-2011

Girl with Fuzzy Hair, 2004
Etching, on Somerset Textured paper, with full margins, signed with initials and annotated '1/12 A.P' in pencil (an artist's proof aside from the edition of 46), published by Acquavella LLC, New York, framed.
I. 34.3 x 32.4 cm (13½ x 12¾ in.)
S. 63.5 x 50.2 cm (25 x 19¾ in.)

Estimate
£12,000-18,000 $18,200-27,300
€16,300-24,500 ‡♠

Provenance
The Artist
Matthew Marks Gallery, New York
Private Collection

Exhibited
London, National Portrait Gallery, *Lucian Freud: Portraits*, 9 Feb - 27 May 2012 (another impression exhibited and illustrated p.201)
New York, Museum of Modern Art, *Lucian Freud: The Painter's Etchings*, 16 Dec 2007 - 10 Mar 2008 (another impression exhibited and illustrated p.93)
New York, Acquavella Contemporary Art, Inc., *Lucian Freud: Recent Paintings & Etchings*, 28 April - 27 May 2004 (another impression exhibited and illustrated pl.18)

Literature
Starr Figura 63
Sarah Howgate 129
Sebastian Smee 89
William Feaver 89; 342

Girl with Fuzzy Hair Sitting, 2004
(c-type photo)
David Dawson (b.1960)
Bridgeman Images

1/12 AP

‘I know. I’m always moaning.
I don’t want to retire.
I hope to paint myself to death.’

Lucian Freud

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. Bidders should also read the Important Notices and VAT information immediately following this Guide for Prospective Buyers.

Buyer's Premium
Phillips charges the successful bidder a commission, or buyer's premium, on the hammer price of each lot sold. The buyer's premium is payable by the buyer as part of the total purchase price at the following rates: 25% of the hammer price up to and including £50,000, 20% of the portion of the hammer price above £50,000 up to and including £1,000,000 and 12% of the portion of the hammer price above £1,000,000.

VAT
Value added tax (VAT) may be payable on the hammer price and/or the buyer's premium. The buyer's premium may attract a charge in lieu of VAT. Please read carefully the VAT and Other Tax Information for Buyers section in this catalogue.

1 Prior to Auction

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

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

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

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

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

• No Reserve
Unless indicated by a •, all lots in this catalogue are offered subject to a reserve. A reserve is the confidential value established between Phillips and the seller and below which a lot may not be sold. The reserve for each lot is generally set at a percentage of the low estimate and will not exceed the low pre-sale estimate.

♠ Property Subject to the Artist's Resale Right
Lots marked with ♠ 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%

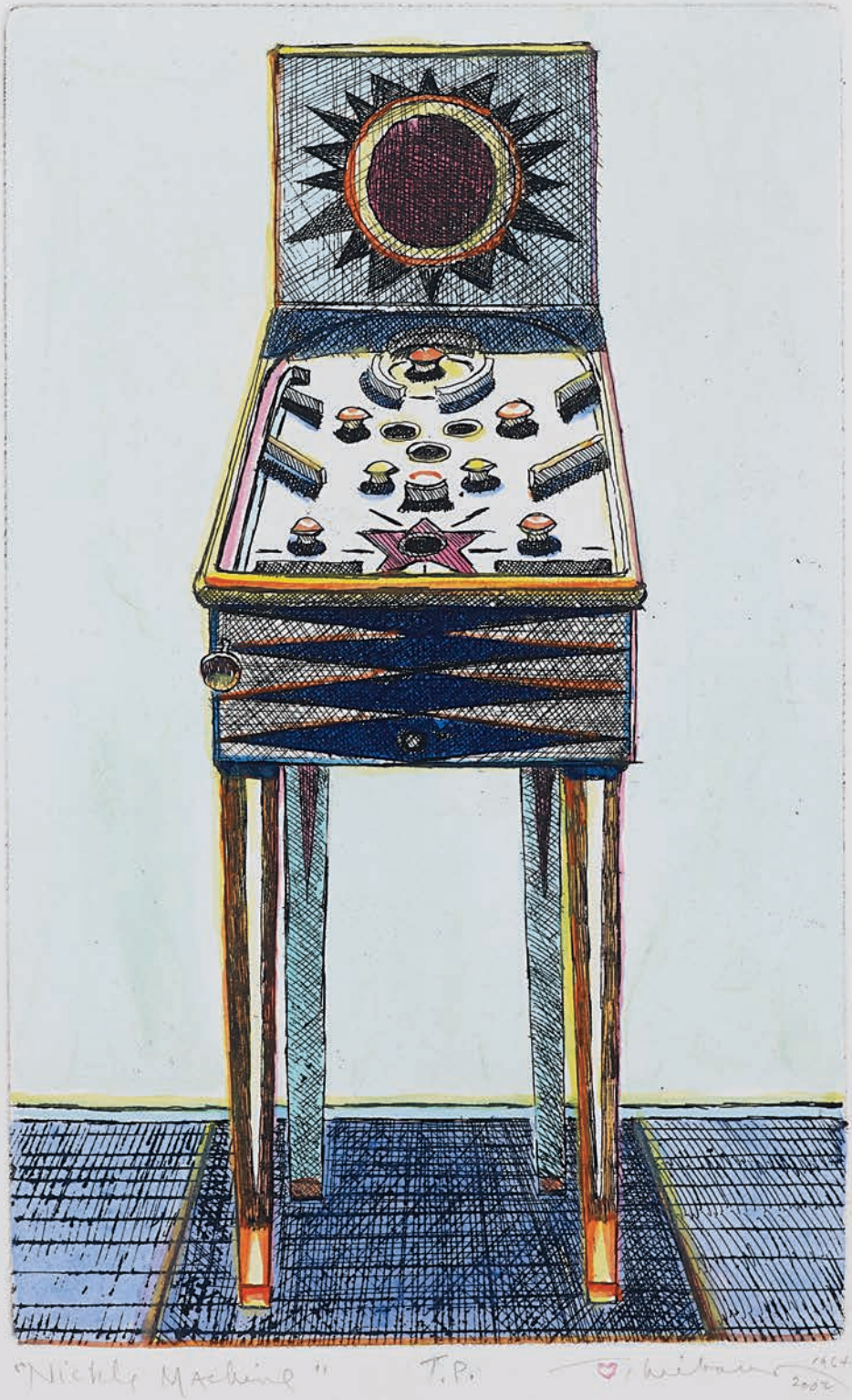
The Artist's Resale Right applies where the hammer price is EUR 1,000 or more, subject to a maximum royalty per lot of EUR 12,500. Calculation of the Artist's Resale Right will be based on the pounds sterling/euro reference exchange rate quoted on the date of the sale by the European Central Bank.

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.

†, §, ‡, or Ω Property Subject to VAT
Please refer to the section entitled 'VAT and Other Tax Information for Buyers' in this catalogue for additional information.

2 Bidding in the Sale

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



Wayne Thiebaud
Nickel Machine, 1964/2002
Watercolour over etching
Estimate $90,000–120,000

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

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

Online Bidding
If you cannot attend the auction in person, you may bid online on our online live bidding platform available on our website at www.phillips.com. The digital saleroom is optimised to run on Google Chrome, Firefox, Opera and Internet Explorer browsers. Clients who wish to run the platform on Safari will need to install Adobe Flash Player. Follow the links to 'Auctions' and 'Live Auctions' and then pre-register by clicking on 'Register to Bid Live.' The first time you register you will be required to create an account; thereafter you will only need to register for each sale. You must pre-register at least 24 hours before the start of the auction in order to be approved by our bid department. Please note that corporate firewalls may cause difficulties for online bidders.

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

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

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

UK£50 to UK£1,000	by UK£50s
UK£1,000 to UK£2,000	by UK£100s
UK£2,000 to UK£3,000	by UK£200s
UK£3,000 to UK£5,000	by UK£200s, 500, 800 (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 or at the amount of the bid if it is less than 50% of the low pre-sale estimate. If there is no bid whatsoever on a no reserve lot, the auctioneer may deem such lot unsold.

4 After the Auction

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.

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

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

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

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

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

Endangered Species
Items made of or incorporating plant or animal material, such as coral, crocodile, ivory, whalebone, Brazilian rosewood, 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 the US or to any country within or outside the European Union (EU). Please note that the ability to obtain an export licence or certificate does not ensure the ability to obtain an import licence

or certificate in another country, and vice versa. We suggest that prospective bidders check with their own government regarding wildlife import requirements prior to placing a bid. It is the buyer's sole responsibility to obtain any necessary export or import licences or certificates as well as any other required documentation. Please note that the US prohibits the importation of any item containing African elephant ivory. Asian elephant ivory may be imported in to the US only if accompanied by independent scientific analysis regarding continent of origin and confirmation the object is more than 100 years old. We have not obtained a scientific analysis on any lot prior to sale and cannot indicate whether elephant ivory in a particular lot is African or Asian elephant. Buyers purchase these lots at their own risk and will be responsible for the costs of obtaining any scientific analysis or other report required in connection with their proposed import of such property into the US.

With regard to any item containing endangered species other than elephant ivory, an importer into the US must provide documented evidence of the species identification and age of an object in order to demonstrate that the object qualifies as an antique. This will require the buyer to obtain an independent appraisal certifying the species of endangered material on the object and certifying that the object is not less than 100 years of age. A prospective buyer planning to import an object into the US may not rely on Phillips cataloguing to establish the species of endangered material on the object or to establish the age of the object and must consult with a qualified independent appraiser prior to placing a bid on the lot.

Please note that lots containing potentially regulated plant or animal material are marked as a convenience to our clients, but Phillips does not accept liability for errors or for failing to mark lots containing protected or regulated species.

Important Notices

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

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

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

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

VAT and Other Tax Information for Buyers

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

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

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

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

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

Where lots are sold outside the Auctioneer's Margin Scheme and the buyer is a relevant business person in the EU (non-UK) or is a relevant business person in a non-EU country then no VAT will be charged on the buyer's premium. This is subject to Phillips 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 ‡ or a Ω symbol) under the Auctioneer's Margin Scheme.

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

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

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

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

Buyers carrying their own property must obtain hand-carry papers from the Shipping Department, for which a charge of £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 £50 per shipment and a processing charge of £20.

Buyers intending to export, repair, restore or alter lots under temporary admission should notify the Shipping Department before collection. Failure to do so may result in the import VAT becoming payable immediately and Phillips 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, the Important Notices and VAT information following the Guide for Prospective Buyers and the 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 pre-sale estimate, whether written or oral, and information in any catalogue, condition or other report, commentary or valuation, is not a representation of fact but rather a statement of opinion held by Phillips. Any pre-sale estimate may not be relied on as a prediction of the selling price or value of the lot and may be revised from time to time by Phillips at our absolute discretion. Neither Phillips nor any of our affiliated companies shall be liable for any difference between the pre-sale estimates for any lot and the actual price achieved at auction or upon resale.

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

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

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

(d) Bidders may participate in an auction by bidding online through Phillips's online live bidding platform available on our website at www.phillips.com. To bid online, bidders must register online at least 24 hours before the start of the auction. Online bidding is subject to approval by Phillips's bid department in our sole discretion. As noted in Paragraph 3 above, Phillips encourages online bidders to inspect prior to the auction any lot(s) on which they may bid, and condition reports are available upon request. Bidding in a live auction can progress quickly. To ensure that online bidders are not placed at a disadvantage when bidding against bidders in the room or on the telephone, the procedure for placing bids through Phillips's online bidding platform is a one-step process. By clicking the bid button on the computer screen, a bidder submits a bid. Online bidders acknowledge and agree that bids so submitted are final and may not under any circumstances be amended or retracted. During a live auction, when bids other than online bids are placed, they will be displayed on the online bidder's computer screen as 'floor' bids. 'Floor' bids include bids made by the auctioneer to protect the reserve. In the event that an online bid and a 'floor' or 'phone' bid are identical, the 'floor' bid may take precedence at the auctioneer's discretion. The next bidding increment is shown for the convenience of online bidders in the bid button. The bidding increment available to online bidders may vary from the next bid actually taken by the auctioneer, as the auctioneer may deviate from Phillips's standard increments at any time at his or her discretion, but an online bidder may only place a bid in a whole bidding increment. Phillips's bidding increments are published in the Guide for Prospective Buyers.

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

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

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

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

5 Conduct of the Auction

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

(b) The auctioneer has discretion at any time to refuse any bid, withdraw any lot, 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. If a currency converter is operated during the sale, it is done so as a courtesy to bidders, but Phillips accepts no responsibility for any errors in currency conversion calculation.

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

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

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

6 Purchase Price and Payment

(a) The buyer agrees to pay us, in addition to the hammer price of the lot, the buyer's premium, plus any applicable value added tax (VAT) and any applicable resale royalty (the 'Purchase Price'). The buyer's premium is 25% of the hammer price up to and including £50,000, 20% of the portion of the hammer price above £50,000 up to and including £1,000,000 and 12% of the portion of the hammer price above £1,000,000. Phillips reserves the right to pay from our compensation an introductory commission to one or more third parties for assisting in the sale of property offered and sold at auction.

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

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

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

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

(ii) Personal cheques and banker's drafts are accepted if drawn on a UK bank and the buyer provides to us acceptable government-issued identification. Cheques and banker's drafts should be made payable to Phillips Auctioneers Ltd. If payment is sent by post, please send the cheque or banker's draft to the attention of the Client Accounting Department at
30 Berkeley Square, London, W1J6EX and ensure that the sale number is written on the cheque. Cheques or banker's drafts drawn by third parties will not be accepted.

(iii) Payment by wire transfer may be sent directly to Phillips. Bank transfer details:

Bank of Scotland
Gordon Street, Glasgow G1 3RS, Scotland
Account of Phillips Auctioneers Ltd.
Account No: 00440780
Sort code: 80-54-01
SWIFT/BIC: BOFSGB21138
IBAN: GB36BOFS80540100440780

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

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

7 Collection of Property

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

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

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

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

8 Failure to Collect Purchases

(a) If the buyer pays the Purchase Price but fails to collect a purchased lot within 30 days of the auction, the buyer will incur a storage fee of £10 per day for each uncollected lot. Additional charges may apply to oversized lots. We will not release purchased lots to the buyer until all such charges have been paid in full.

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

9 Remedies for Non-Payment

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

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

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

10 Rescission by Phillips

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

11 Export, Import and Endangered Species Licences and Permits

Before bidding for any property, prospective buyers are advised to make their own enquiries as to whether a licence is required to export a lot from the United Kingdom or to import it into another country. Prospective buyers are advised that some countries prohibit the import of property made of or incorporating plant or animal material, such as coral, crocodile, ivory, whalebone, Brazilian rosewood, rhinoceros horn or tortoiseshell, irrespective of age, percentage or value. Accordingly, prior to bidding, prospective buyers considering export of purchased lots should familiarize themselves with relevant export and import regulations of the countries concerned. Please note that the US prohibits the importation of any item containing African elephant ivory. Asian elephant ivory may be imported in to the US only if accompanied by independent scientific analysis of continent of origin and confirmation the object is more than 100 years old.

With regard to any item containing endangered species other than elephant ivory, an importer into the US must provide documented evidence of the species identification and age of an object in order to demonstrate that the item qualifies as an antique. This will require the buyer to obtain an independent appraisal certify the species of endangered material on the object and certifying that the object is not less than 100 years of age. A prospective buyer planning to import an object containing endangered species into the US may not rely on Phillips cataloguing to establish the species of endangered material on the object or to establish the age of the object and must consult with a qualified independent appraiser prior to placing a bid on the lot.

It is solely the buyer's responsibility to comply with these laws and to obtain any necessary export, import and endangered species licences or permits. Failure to obtain a licence or permit or delay in so doing will not justify the cancellation of the sale or any delay in making full payment for the lot. As a courtesy to clients, Phillips has marked in the catalogue lots containing potentially regulated plant or animal material, but we do not accept liability for errors or for failing to mark lots containing protected or regulated species.

12 Data Protection

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

(b) In order to provide our services, we may disclose your personal data to third parties, including professional advisors, shippers and credit agencies. We will disclose, share with and transfer your personal data to Phillips's affiliated persons (natural or legal) for administration, sale and auction related purposes, including to persons outside the European Economic Area (EEA), where national laws may not provide an equivalent level of protection to personal data as that provided within the EEA. You expressly consent to such transfer of your personal data, including sensitive personal data, outside the EEA. We will not sell, rent or otherwise transfer any of your personal data to third parties except as otherwise expressly provided in this Paragraph 12.

(c) Phillips's premises may be subject to video surveillance and recording. Telephone calls (e.g., telephone bidding) may also be recorded. We may process that information in accordance with our Privacy Policy.

13 Limitation of Liability

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

(b) Except as otherwise provided in this Paragraph 13, none of Phillips, any of our affiliated companies or the seller (i) is liable for any errors or omissions, whether orally or in writing, in information provided to prospective buyers by Phillips or any of our affiliated companies or (ii) accepts responsibility to any bidder in respect of acts

or omissions, whether negligent or otherwise, by Phillips or any of our affiliated companies in connection with the conduct of the auction or for any other matter relating to the sale of any lot.

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

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

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

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

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

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

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

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

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

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

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

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

Authorship Warranty

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

(a) Phillips gives this Authorship Warranty only to the original buyer of record (i.e., the registered successful bidder) of any lot. This Authorship Warranty does not extend to (i) subsequent owners of the property, including purchasers or recipients by way of gift from the original buyer, heirs, successors, beneficiaries and assigns; (ii) property where the description in the catalogue states that there is a conflict of opinion on the authorship of the property; (iii) property where our attribution of authorship was on the date of sale consistent with the generally accepted opinions of specialists, scholars or other experts; (iv) property whose description or dating is proved inaccurate by means of scientific methods or tests not generally accepted for use at the time of the publication of the catalogue or which were at such time deemed unreasonably expensive or impractical to use or likely in our reasonable opinion to have caused damage or loss in value to the lot or (v) property where there has been no material loss in value from the value of the lot had it been as described in the heading of the catalogue entry.

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

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

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

Executive Management

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Chief Information Officer
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Chief Creative Officer
Damien Whitmore

International Specialists

Berlin Martin Klosterfelde
Director and International Specialist, Contemporary Art
+49 177 628 4110

Brussels Olivier Vrankenne
Co-Head Contemporary Art, Europe +32 486 43 43 44

Denver Melyora de Koning
Senior Specialist, Contemporary Art +1 917 657 7193

Geneva Dr. Nathalie Monbaron
Business Development Director, Watches +41 22 317 81 83

Geneva Oksana Katchaluba
Specialist, Contemporary Art +41 22 906 80 00

Hong Kong Sam Hines
International Head of Watches +852 2318 2000

Istanbul Deniz Atac
Consultant +90 533 374 1198

London Svetlana Marich
Co-Head Contemporary Art, Europe +44 20 7318 4010

Paris Maria Cifuentes Caruncho
Specialist +33 142 78 67 77

Portugal Maura Marvão
Consultant, Contemporary Art +351 917 564 427

Zurich Niklaus Kuenzler
Specialist, Contemporary Art +41 79 533 90 00

Worldwide Offices

London
30 Berkeley Square
London W1J 6EX, United Kingdom
tel +44 20 7318 4010
fax +44 20 7318 4011

Berlin
Kurfürstendamm 193
10707 Berlin, Germany
tel +49 30 887 297 44

Brussels
rue Jean Baptiste Colyns 72
1050 Brussels, Belgium
tel +32 486 43 43 44

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

15 quai de l'Ile
1204 Geneva, Switzerland
fax +41 22 317 81 80

Hong Kong
Room 1301-13/F, York House,
The Landmark Building,
15 Queen's Road Central, Hong Kong
tel +852 2318 2000
fax +852 2318 2002

New York
450 Park Avenue
New York, NY 10022, USA
tel +1 212 940 1200
fax +1 212 940 1378

Istanbul
Meclisi Mebusan Caddesi
Deniz Apartmani No. 79/8
Beyoglu 34427, Istanbul, Turkey
tel +90 533 374 1198

Moscow
Nikolskaya Str 19–21, 5th floor,
109012 Moscow, Russia
tel +7 495 225 88 22
fax +7 495 225 88 87

Paris
46 rue du Bac,
75007 Paris, France
tel +33 1 42 78 67 77
fax +33 1 42 78 23 07

Zurich
Restelbergstrasse 89,
8044 Zurich, Switzerland
tel +41 79 533 90 00

Contemporary Art

David Georgiades, Worldwide Co-Head Contemporary Art +1 212 940 1280
August O. Uribe, Worldwide Co-Head Contemporary Art +1 212 940 1208

London

Peter Sumner, Head of Contemporary Art, London +44 20 7318 4063
Henry Highley, Head of Day Sale +44 20 7318 4061
Tamila Kerimova, Head of New Now Sale +44 20 7318 4065
Matt Langton +44 20 7318 4074
Iori Endo +44 20 7318 4039

Simon Tovey +44 20 7318 4084
Hannah Tjaden +44 20 7318 4093
Alex Dolman +44 20 7901 7911
Ava Carleton-Williams +44 20 7901 7904
Chiara Panarello +44 20 7318 4073

New York

Kate Bryan, Head of Evening Sale +1 212 940 1267
John McCord, Head of Day Sale +1 212 940 1261
Rebekah Bowling, Head of New Now Sale +1 212 940 1250

Jean-Michel Placent +1 212 940 1263
Zach Miner +1 212 940 1256

Kyla Sullivan +1 212 940 1204
Karen Garka-Prince +1 212 940 1219
Katherine Lukacher +1 212 940 1215
Samuel Mansour +1 212 940 1219
Courtney Raterman +1 212 940 1392
Paula Campolieto +1 212 940 1255
Annie Dolan +1 212 940 1288

Latin American Art

Henry Allsopp, Worldwide Head +44 20 7318 4060
Kaeli Deane, Head of Sale +1 212 940 1401
Natalia C. Zuluaga +1 305 776 4439
Carolina Scarborough +1 212 940 1289
Isabel Suarez +1 212 940 1227

Modern and Contemporary Editions

Cary Leibowitz, Worldwide Co-Director +1 212 940 1222
Kelly Troester, Worldwide Co-Director +1 212 940 1221

London

Robert Kennan, Head of Sale +44 20 7318 4075
Anne Schneider-Wilson +44 20 7318 4042
Ross Thomas +44 20 7318 4077
Rebecca Tooby-Desmond +44 20 7318 4079
Eliza Allan +44 20 7318 4069

New York

Jannah Greenblatt +1 212 940 1332
Audrey Lindsey +1 212 940 1322
Jeffrey Barton-Kang +1 212 940 1238

Exhibitions

Brittany Lopez Slater +1 212 940 1299
Edwin Pennicott +44 20 7901 2909

Private Sales

Susanna Brockman +44 20 7318 4041

Design

Alexander Payne, Senior Director and Worldwide Head, Design +44 20 7318 4052

London

Madalena Horta e Costa, Head of Sale +44 20 7318 4019
Domenico Raimondo +44 20 7318 4016
Marine Hartogs +44 20 7901 7913
Marcus McDonald +44 20 7318 4095
Marta De Roia +44 20 7318 4096
Lisa Stevenson +44 20 7901 7925
Sofia Sayn-Wittgenstein +44 20 7318 4023

New York

Alex Heminway, New York Director +1 212 940 1268
Meaghan Roddy +1 212 940 1266
Cordelia Lembo +1 212 940 1265
Jillian Pfifferling +1 212 940 1268

Photographs

Vanessa Hallett, Senior Director and Worldwide Head, Photographs +1 212 940 1243

London

Lou Proud, Head of Photographs, London +44 20 7318 4018
Yuka Yamaji +44 20 7318 4098
Alexandra Bibby +44 20 7318 4087
Sophie Busby +44 20 7318 4092

New York

Sarah Krueger, Head of Sale +1 212 940 1225
Caroline Deck +1 212 940 1247
Rachel Peart +1 212 940 1246
Kelly Van Ingen +1 212 940 1245

Chicago

Carol Ehlers +1 773 230 9192

Jewels

Nazgol Jahan, Worldwide Director +1 212 940 1283

London

Lane Clements McLean +44 20 7318 4010

New York

Kristen Dowling +1 212 940 1302
Christina Alford +1 212 940 1365

Watches

Sam Hines, International Head of Watches +85 26 77 39 315

Geneva

Aurel Bacs, Senior Consultant Bacs & Russo +41 22 317 81 85
Livia Russo, Senior Consultant Bacs & Russo +41 22 317 81 86
Dr. Nathalie Monbaron +41 22 317 81 83
Virginie Liatard-Roessli +41 22 317 81 82
Diana Ortega +41 22 317 8187
Justine Séchaud +41 22 317 8188

London

Paul David Maudsley +44 20 7901 7916
Kate Lacey +44 20 7901 2907

New York

Paul Boutros +1 212 940 1293
Leigh Zagoory +1 212 940 1285

Hong Kong

Jill Chen +852 9133 0819
Joey Luk +852 2318 2032
Angel Ho +852 2318 2031

Specialists and Departments

Office of the Chairman and Chief Executive Officer
Mariangela Renshaw +1 212 940 1207, +44 207 318 4029

Office of the President
Elizabeth Anne Wallace +1 212 940 1303

Chief Operating Officer, Asia
Juliana Cheung +852 2318 2000

Associate General Counsel
Jonathan Illari +1 212 940 1331

Private Client Services

London
Dawn Zhu +44 20 7318 4017
Adam Clay +44 20 7318 4048
Lily Atherton Hanbury +44 20 7318 4040
Fiona M. McGovern +44 20 7901 7901

New York
Philae Knight +1 212 940 1313
Sara Tayeb-Khalifa +1 212 940 1383

Sponsorships
Lauren Shadford +1 212 940 1257
Cecilia Wolfson +1 212 940 1258

Communications and Marketing
Kimberly French, Worldwide Head of Communications & PR +1 212 940 1229
Trish Walsh, Marketing Manager +1 212 940 1224
Emma Miller Gelberg, Marketing and Catalogue Coordinator +1 212 940 1240
Charlotte Adlard, Marketing Co-ordinator +44 207 901 7905
Alex Godwin-Brown, Head of Press and Events, Europe +44 20 7318 4036
Georgia Trotter, Events Manager +44 20 7318 4085

Creative Studio
Andrea Koronkiewicz, Director of Creative Services +1 212 940 1326
Orlann Capazorio, Director of Production +1 212 940 1281

London
Eve Campbell, Creative Services Manager +44 20 7901 7919
Moira Gil, Graphic Designer +44 20 7901 7917
Laurie-Ann Ward, Graphic Designer +44 20 7901 7918

New York
Jeff Velazquez, Production Artist +1 212 940 1211
Christine Knorr, Graphic Designer +1 212 940 1325
James Reeder, Graphic Designer +1 212 940 1296

Sale Information

Auction and Viewing Location
30 Berkeley Square, London W1J 6EX

Auction
15 October 2015, 1pm

Viewing
9 – 15 October 2015
Monday – Saturday, 10am – 6pm
Sunday, 12pm – 6pm

Sale Designation
In sending in written bids or making enquiries please refer to this sale as UK030315 or Lucian Freud 32 Etchings.

Absentee and Telephone Bids
tel +44 20 7318 4045 fax +44 20 7318 4035
Susanna Brockman +44 20 7318 4041
bidslondon@phillips.com

Front cover: Lucian Freud
Kai, 1991-92
Lot 5 (detail)
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Modern and Contemporary Editions

Worldwide Director, Contemporary Editions
Cary Leibowitz +1 212 940 1222
cleibowitz@phillips.com

Worldwide Director, Modern Editions
Kelly Troester +1 212 940 1221
ktroester@phillips.com

Head of Sale, London
Robert Kennan +44 20 7318 4075
rkennan@phillips.com

Specialists
Anne Schneider-Wilson +44 20 7318 4042
aschneider-wilson@phillips.com

Ross Thomas +44 20 7318 4077
rthomas@phillips.com

Cataloguer
Rebecca Tooby-Desmond +44 20 7318 4079
rtooby-desmond@phillips.com

Administrator
Eliza Allan +44 20 7318 4069
eallan@phillips.com

Photography
Jean Bourbon
Kent Pell

Catalogues
Emma Miller Gelberg +44 20 7318 4010
+1 212 940 1291
catalogues@phillips.com
$35/€25/£22 at the gallery

Client Accounting
Jason King, Director +44 20 7318 4086
Buyer Accounts
Carolyn Whitehead +44 20 7318 4020
Seller Accounts
Surbjit Dass +44 20 7318 4072

Client Services
30 Berkeley Square, London W1J 6EX
Tel +44 20 7318 4010

Shipping
Jan Navratil +44 20 7318 4081
Richard Hore +44 20 7318 4026
Florencia Moscova +44 20 7318 4082
Charlotte Turner +44 20 7318 4047

PHILLIPS

30 Berkeley Square, London, W1J 6EX
phillips.com +44 20 7318 4010
bidslondon@phillips.com

Please return this form by fax to +44 20 7318 4035 or email it to bidslondon@phillips.com at least 24 hours before the sale. Please read carefully the information in the right column and note that it is important that you indicate whether you are applying as an individual or on behalf of a company.

Please select the type of bid you wish to make with this form (please select one):

☐ **In-person**
☐ **Absentee Bidding**
☐ **Telephone Bidding**

Paddle Number

Please indicate in what capacity you will be bidding (please select one):

☐ **As a private individual**
☐ **On behalf of a company**

Sale Title **Sale Number** **Sale Date**

Title First Name Surname

Company (if applicable) Account Number

VAT number (if applicable)

Address

City State/Country

Post Code

Phone Mobile

Email Fax

Phone (for Phone Bidding only)

Lot number In Consecutive Order	Brief description	Maximum pound sterling price* Absentee Bids Only

* Excluding Buyer's Premium and VAT

Financial Information
For your bid to be accepted, we require the following information for our reference only. Please note that you may be contacted to provide a bank reference:

Credit Card Type Expiration Date

Credit Card Number

Signature Date

By signing this form, you accept the Conditions of Sale of Phillips as stated in our catalogues and on our website.

- **Private Purchases:** Proof of identity in the form of government-issued identification will be required.
- **Company Purchases:** We require a copy of government-issued identification (such as the certificate of incorporation) to verify the status of the company. This should be accompanied by an official document confirming the company's EU VAT registration number, if applicable, which we are now required by HMRC to hold.
- **Conditions of Sale:** All bids are placed and executed, and all lots are sold and purchased, subject to the Conditions of Sale printed in the catalogue. Please read them carefully before placing a bid. Your attention is drawn to Paragraph 4 of the Conditions of Sale.
- If you cannot attend the sale, we can execute bids confidentially on your behalf.
- Phillips charges the successful bidder a commission, or buyer's premium, on the hammer price of each lot sold. The buyer's premium is payable by the buyer as part of the total purchase price at the following rates: 25% of the hammer price up to and including £50,000, 20% of the portion of the hammer price above £50,000 up to and including £1,000,000 and 12% of the portion of the hammer price above £1,000,000.
- "Buy" or unlimited bids will not be accepted. Alternative bids can be placed by using the word "OR" between lot numbers.
- For absentee bids, indicate your maximum limit for each lot, excluding the buyer's premium and any applicable VAT. Your bid will be executed at the lowest price taking into account the reserve and other bidders. On no reserve lots, in the absence of other bids, your bid will be executed at approximately 50% of the low pre-sale estimate or at the amount specified, if less than 50% of the low estimate.
- Your bid must be submitted in the currency of the sale and will be rounded down to the nearest amount consistent with the auctioneer's bidding increments.
- If we receive identical bids, the first bid received will take precedence.
- Arranging absentee and telephone bids is a free service provided by us to prospective buyers. While we will exercise reasonable care in undertaking such activity, we cannot accept liability for errors relating to execution of your bids except in cases of wilful misconduct. Agreement to bid by telephone must be confirmed by you promptly in writing or by fax. Telephone bid lines may be recorded.
- Please submit your bids to the Bid Department by fax at +44 20 7318 4035 or scan and email to bidslondon@phillips.com at least 24 hours before the sale. You will receive confirmation by email within one business day. To reach the Bid Department by phone please call +44 20 7318 4045.
- Absent prior payment arrangements, please provide a bank reference. Payment for lots can be made by cash (up to £5,000), credit card (up to £50,000) using Visa, American Express, Mastercard or Union Pay (for in person transactions only), UK debit cards, wire transfer, banker's draft or personal cheque with identification, drawn on UK banks. Please note that credit cards are subject to a surcharge.
- Lots cannot be collected until payment has cleared and all charges have been paid.
- You will not have the right to cancel the sale of any lot purchased by you under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- By signing this Bid Form, you consent to our use of your personal data, including sensitive personal data, in accordance with Phillips's Privacy Policy published on our website at www.phillips.com or available on request by emailing dataprotection@phillips.com. We may send you materials about us and our services or other information which we think you may find interesting. If you would prefer not to receive such information, please email us at dataprotection@phillips.com.
- Phillips's premises may be subject to video surveillance and recording. Telephone calls (e.g., telephone bidding) may also be recorded. We may process that information in accordance with our Privacy Policy.

13. *Woman with an Arm Tattoo*

1. *Landscape*