

# DOYLE

POST-WAR & CONTEMPORARY ART

Tuesday, April 20, 2021

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# DOYLE

## POST-WAR & CONTEMPORARY ART INCLUDING LATIN AMERICAN ART

### **AUCTION**

Tuesday, April 20, 2021  
at 2pm Eastern

### **EXHIBITION**

Saturday, April 17, Noon – 5pm  
Sunday, April 18, Noon – 5pm  
Monday, April 19, Noon – 5pm  
And by Appointment at other times

Safety protocols will be in place with limited capacity.  
Please maintain social distance during your visit.

### **LOCATION**

Doyle Auctioneers & Appraisers  
175 East 87th Street  
New York, NY 10128  
212-427-2730

This Gallery Guide was created on (date)  
Please see addendum for any changes  
The most up to date information is available  
On [DOYLE.COM](https://www.doyle.com)



Sale Info



View Lots and Place Bids

Doyle New York

1001

**Rufino Tamayo**

Mexican, 1899-1991

*Untitled (Women Working in a Field)*, 1939

Signed and dated *Tamayo 39* (lr)

Watercolor on paper

13 3/4 x 16 5/8 inches (35 x 42.3 cm)



Provenance:

Teresa Feibelmann, Mexico City

Acquired from the above by the current owner

C

\$20,000-40,000

1002

**Diego Rivera**

Mexican, 1886-1957

*Woman with a Donkey*, 1941

Signed and dated *Diego Rivera 1941* (lr)

Gouache on paper

10 7/8 x 15 1/8 inches (27.6 x 38.4 cm)



Provenance:

Teresa Feibelmann, Mexico City

Acquired from the above by the current owner

C

\$30,000-50,000

1003

**Diego Rivera**

Mexican, 1886-1957

*Fruit Vendor*

Signed *Diego Rivera* (lr)

Ink on paper

12 5/8 x 17 1/4 inches (32.1 x 43.8 cm)



Provenance:

Teresa Feibelmann, Mexico City

Acquired from the above in 1984 by the current owner

C

\$12,000-18,000

1004

**Francisco Toledo**

Mexican, 1940-2019

*Bull and Matador*

Signed *Toledo* (lc)

Ink and watercolor on paper

9 3/4 x 12 1/4 inches (24.8 x 31.1 cm)



C

\$2,000-4,000

1005

**Arturo Pacheco Altamirano**

Chilean, 1903-1978

*Figures at a Table*, 1960

Signed *Pacheco Altamirano* (ll)

Oil on canvas

23 3/4 x 28 3/4 inches (60.4 x 73 cm)



C

\$1,500-2,500

1006

**Lolo Soldevilla**

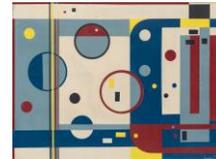
Cuban, 1904-1971

*Untitled*

Signed *Lolo* (lr)

Oil and mixed media on fabric laid to panel

17 1/4 x 23 inches (43.8 x 58.4 cm)



This work includes a certificate of authenticity

from Roberto Cobas Amate, no. 23022021497.

C

\$8,000-12,000

1007

**Lolo Soldevilla**

Cuban, 1904-1971

*Untitled*

Signed *Lolo* (lr)

Paper collage on paper

14 x 10 3/4 inches (35.6 x 27.3 cm)



This work includes a certificate of authenticity

from Roberto Cobas Amate, no. 23022021499.

C

\$3,000-5,000

1008

**Lolo Soldevilla**

Cuban, 1904-1971

*Untitled*

Signed *Lolo* (lr)

Paper collage on black paper

14 x 10 3/4 inches (35.6 x 27.3 cm)



This work includes a certificate of authenticity

from Roberto Cobas Amate, no. 23022021498.

C

\$3,000-5,000

1009

**Sandu Darie**

Cuban, 1908-1991

*Untitled, circa 1950s*

Signed *Darie* (lr)

Oil and mixed media on panel

12 x 16 1/2 inches (30.5 x 41.9 cm)



This work includes a certificate of authenticity

from Roberto Cobas Amate, no. 23022021495.

C

\$5,000-7,000

1010

**Sandu Darie**

Cuban, 1908-1991

*Untitled, circa 1950s*

Signed *Darie* (lr)

Oil and mixed media on panel

10 3/4 x 13 3/4 inches (27.3 x 34.9 cm)



This work includes a certificate of authenticity

from Roberto Cobas Amate, no. 23022021496.

C

\$3,000-5,000

1011

**Fernando Botero**

Colombian, b. 1932

*Niña*, 1961

Signed and dated *Botero 61* (II)

Oil on canvas

29 x 30 inches (73.7 x 76.2 cm)

Provenance:

Greer Gallery, New York

Acquired from the above December 1961,

thence by descent in the family

C Estate of an Upper East Side Lady

\$175,000-225,000



1012

**Francisco Zuniga**

Mexican, 1912-1998

*La Novia*, 1974

Signed and dated *Zga 1974* (II)

Charcoal and pastel on rose colored paper

18 3/4 x 25 3/4 inches (47.6 x 65.4 cm)

Provenance:

Teresa Feibelmann, Mexico City

Acquired from the above by the current owner,

1974

This work is included in *Francisco Zuñiga Catalogue Raisonne Volume IV, Drawings, 1971-1989*, no. 2238, with image inverted, registered to be in the corrections section of the forthcoming *Francisco Zuniga Catalogue Raisonne, Volume V*.

C

\$3,000-5,000



1013

**Francisco Zuniga**

Mexican, 1912-1998

*La Puerta (The Door)*, 1983

Signed and dated *Zga 1983* (Ir)

Graphite and watercolor on paper

28 1/4 x 20 1/8 inches (71.7 x 51.2 cm)

Provenance:

Brewster Gallery, New York

This work is included in *Francisco Zuñiga Catalogue Raisonne, Volume IV, Drawings, 1971-1989*, no. 3095.

C

\$3,000-5,000



1014

**Francisco Zuniga**

Mexican, 1912-1998

*Vendedoras de Carbon (Charcoal Sellers)*, 1979

Signed and dated *Zga 1979* (II)

Charcoal and chalk on light gray paper

19 3/4 x 27 1/2 inches (50.2 x 69.8 cm)

This work is included in *Francisco Zuñiga Catalogue Raisonne Volume IV, Drawings, 1971-1989*, no. 2744A.

C

\$3,000-5,000



1015

**Francisco Zuniga**

Mexican, 1912-1998

*Rosa*, 1983

Signed and dated *Zga 1983* (II)

Charcoal and pastel on light gray paper

27 1/2 x 19 1/2 inches (69.9 x 79.5 cm)

This work will be included in the forthcoming

*Francisco Zuñiga Catalogue Raisonne, Volume V*.

C

\$3,000-5,000



1016

**Francisco Zuniga**

Mexican, 1912-1998

*Bajo el Sol (Under the Sun)*, 1984

Signed and dated *Zga 1984* (Ir)

Pastel and charcoal on light gray paper

19 3/4 x 27 3/8 inches (50.2 x 69.5 cm)

Provenance:

Teresa Feibelmann, Mexico City

Acquired from the above by the current owner

This work is included in *Francisco Zuñiga Catalogue Raisonne Volume IV, Drawings, 1971-1989*, no. 3262.

C

\$1,000-1,500



1017

**Francisco Zuniga**

Mexican, 1912-1998

*Madre con Niño de Pie*, 1969

Signed and dated *Zuniga 1969*

Bronze with dark brown patina on a wood base, from an edition of 28

Height of bronze 10 7/8 inches (27.6 cm)

Provenance:

Sale, Sotheby's, New York, Nov. 16, 1994, lot

296

Purchased from the above by the current owner

This work is recorded in the *Francisco Zuñiga Catalogue Raisonne, Volume I, Sculpture 1923-1993*, no. 563.

C Property of a Distinguished Collector

\$7,000-10,000



1018

**Leopoldo Romanach**

Cuban, 1862-1951

*Portrait of a Woman*

Signed *L. Romanach* (ul)

Oil on canvas

16 x 20 inches (40.7 x 50.8 cm)

\$2,000-3,000



Doyle New York

1019

**Angel Botello**

Puerto Rican, 1913-1986  
*Ninos con Pajaros, circa 1970*  
Signed *Botello* (ll)  
Oil on panel  
36 x 31 inches (91.5 x 78.7 cm)

Provenance:

Sale, Sotheby's, New York, Nov. 21, 1989, lot 222  
C  
\$20,000-30,000



1020

**Servando Cabrera Moreno**

Cuban, 1923-1981  
(i) *Marcia*, 1977  
Signed and dated *Cabrera Moreno 77* (lr); signed *Cabrera Moreno*, dated 77, inscribed *plaha* and as titled on the reverse  
Gouache on paper  
25 7/8 x 16 7/8 inches (65.7 x 42.9 cm)

(ii) *Altigracia*, 1976

Signed and dated *Cabrera Moreno 76* (lr); signed *Cabrera Moreno*, dated 76, inscribed *plaha* and as titled on the reverse  
Sanguine on paper  
19 3/4 x 25 1/2 inches (50.2 x 64.8 cm)

(iii) *Magdalena*, 1981

Signed and dated *Cabrera Moreno 81* (lr); signed *Cabrera Moreno*, dated 81, inscribed *plaha* and as titled on the reverse  
Gouache on paper  
20 1/8 x 25 1/2 inches (51.1 x 64.8 cm)  
C  
\$1,800-2,200



1021

**Ramon Oviedo**

Dominican, 1924-2015  
*La Caída del Taino Mayor*  
Signed *Oviedo* (lr); titled, signed and inscribed *Sto. Dao. REP. DOMINICANA* on the reverse  
Mixed media on canvas  
24 1/2 x 30 5/8 inches (62.3 x 77.8 cm)  
C  
\$3,000-5,000



1022

**Ramon Oviedo**

Dominican, 1924-2015  
*Sultan Va a Competir*  
Signed *Oviedo* (ll); titled, signed and inscribed *Sto. DGO., REP DOMINICANA* on the reverse  
Acrylic on canvas  
12 3/8 x 16 inches (31.5 x 40.6 cm)  
C  
\$1,500-2,500



1023

**Hugo Palma Ibarra**

Nicaraguan, b. 1942  
*Naturaleza Muerta Mujeres y Flores*, 1996  
Signed *Hugo Palma Ibarra* (lr); signed, dated and inscribed *Hugo Palma Ibarra/Managua 96* and inscribed as titled on the reverse  
Oil on canvas  
43 5/8 x 53 1/8 inches (110.8 x 135 cm)  
C  
\$2,000-4,000



1024

**Claudio Bravo**

Chilean, 1936-2011  
*Naturaleza Muerta*, 1987  
Signed and dated *CLAUDIO BRAVO/MCMLXXXVII* (lr)  
Pastel on gray/brown Canson paper  
29 1/2 x 43 1/8 inches (74.9 x 109.5 cm)

Provenance:

Sale, Christie's, New York, Nov. 16, 1994, lot 43  
C  
\$80,000-120,000



1025

**Ernesto Barreda Fabres**

Chilean, 1927-2014  
*El Festin de Balthasar*, 1996  
Signed and dated *Barreda 96* (ll), signed *Ernesto Barreda* and inscribed as titled on the reverse  
Oil on canvas  
46 3/4 x 58 1/4 inches (118.8 x 148 cm)  
C  
\$1,000-1,500



1026

**Lauro Lopez**

Mexican, 1930-1996  
*Bodegon*, 1993  
Signed and dated *Lauro 93* (lr); indistinctly inscribed and dedicated *de lo nevo 1993/...esta Pintura...Saludo... mi Primo* on the stretcher  
Oil on canvas  
33 1/2 x 33 3/8 inches (85 x 84.7 cm)

Provenance:

Acquired from the artist in 1996 by the current owner  
C  
\$1,000-1,500



## Doyle New York

1027

### Marino Marini

Italian, 1901-1980

*Danzatrice (Dancer)*, 1949

Initialed *M. M* in a rectangular cartouche on the posterior; , from the edition of 3

Bronze

Height 46 1/2 inches (118.1 cm)

Provenance:

Werner and Nelly Bar Collection, Zurich

Davlyn Gallery, New York

Private collection, acquired from the above Apr. 5, 1983, thence by descent in the family

Exhibited:

Zurich and Bern, No. 71

Zurich, Kunsthaus, *Marino Marini*, 1962, no. 50

Basel, Galerie d'Art Moderne, *Arp, Calder,*

*Marini*, May-Sep. 1963, no. 47

Literature:

Umbro Apollonio, *Marino Marini - Sculptor*,

Edizioni del Milione, Milan, 1958, no. 93

Egle Trier, *The Sculpture of Marino Marini*,

Thames and Hudson, London, 1961, pl. 88-89

Patrick Waldberg and G. di San Lazzaro, *Marino*

*Marini, Complete Works*, New York, 1970, no.

243, pl. 143

A. M. Hammacher, *Marino Marini: Sculpture,*

*Painting, Drawing*, Harry N. Abrams, Inc., New

York, 1970, pp. 146-147, illus., another example shown

Carlo Pirovano, *Marino Marini Scultore*, Electa

Editrice, Milan 1972, no. 250

Bar Katalog, no. 147, illus.

C

\$150,000-250,000



1028

### Hans Hofmann

German/American, 1880-1966

*Untitled*, 1956

Signed and dated *Hans Hofmann '56* (lr); estate

stamped and numbered *M-678/3* on the backing

board; numbered *M 678-3/SP10* on the verso

Gouache and ink on paper

22 3/8 x 28 3/8 inches (56.8 x 72 cm)



Provenance:

Andre Emmerich Gallery, New York

Diane Brown Gallery, Washington, D.C.

Private collection, acquired from the above

December 16, 1982, thence by descent in the

family

Exhibited:

New York, Andre Emmerich Gallery, *Works on*

*Paper*, Dec. 6, 1975 - Jan. 6, 1976

Caracas, Venezuela, the residence of

Ambassador William Henry Luers, *Arte en la*

*Embajada*, sponsored by the Art in Embassies

Program, Washington, D.C., Dec. 1978-1982,

reproduced in the catalogue *Arte en la*

*Embajada*, 1979

C

\$20,000-30,000

1029

### Helen Frankenthaler

American, 1928-2011

*Untitled*, 1963

Signed *Frankenthaler* (lr)

Oil on paper

12 1/4 inches x 9 1/8 inches (31 x 23 cm)



Provenance:

Andre Emmerich Gallery Inc., New York

Private collection, acquired from the above Dec.

22, 1983, thence by descent in the family

Exhibited:

New York, Andre Emmerich Gallery Inc., *Group*

*Exhibition*, Dec. 9-31, 1983

C

\$18,000-22,000

1030

### Jean Dubuffet

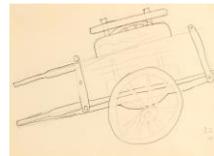
French, 1901-1985

*Charrette*, 1955

Initialed and dated *J.D./55* (lr)

Graphite on paper

9 1/4 x 12 1/4 inches (23.5 x 31.1 cm)



Provenance:

Louis Stern Fine Arts, Los Angeles

The Pinto Collection, New York

Exhibited:

West Hollywood, CA, Louis Stern Fine Arts, *L'Art*

*Brut: Jean Dubuffet and the Outsiders*, Jun 9 -

Jul 22, 2000

This work is accompanied by a photo-certificate of authenticity from the Fondation Jean Dubuffet, dated *Paris, le 24 Juin 86* and signed *A. Trentinian*.

C

\$5,000-7,000

1031

### Jean Dubuffet

French, 1901-1985

*Charrette*, 1955

Initialed and dated *J. D./55* (lr)

Graphite on paper

9 7/16 x 12 3/8 inches (24 x 31.5 cm)



Provenance:

Louis Stern Fine Arts, Los Angeles

The Pinto Collection, New York

Exhibited:

West Hollywood, CA, Louis Stern Fine Arts, *L'Art*

*Brut: Jean Dubuffet and the Outsiders*, Jun 9 -

Jul 22, 2000

This work is accompanied by a photo-certificate of authenticity from the Fondation Jean Dubuffet, dated *Paris, le 24 Juin 86* and signed *A. Trentinian*.

C

\$5,000-7,000

Doyle New York

1032

**Claes Oldenburg**

American, b. 1929

*Proposal for a Giant Balloon in the Form of an Emptying Ashtray - Shown in Relation to the Giant Ice Bag*, 1969-70

Monogrammed and dated 69/70 (lr); with notations from the artist *Balloon Sculpture Osaka/icebag, indoor site/#4 Emptying Ashtray*.

Graphite and colored pencil on paper

7 7/8 x 9 5/8 inches (19.7 x 24.5 cm)

Provenance:

Sidney Janis Gallery, New York

Margo Leavin Gallery, Los Angeles

Galerie Eric Franck, Geneva

Jennifer Pinto Benzaquen, New York

The Pinto Collection, New York

C

\$7,000-10,000

1033

**Richard Stankiewicz**

American, 1922-1983

*Untitled*, 1957

Inscribed S. RS. 133 on a label affixed to the underside

Welded iron and found metal

10 x 6 x 6 5/8 inches (25.4 x 15.2 x 16.8 cm)

Provenance:

The Tremaine Collection, New York

C

\$12,000-18,000

1034

**Anthony Caro**

British/American, 1924-2013

*Reef Variation C*, 1981

Cast and welded bronze

19 1/2 x 15 x 9 inches (49.5 x 38.1 x 22.9 cm)

Provenance:

Andre Emmerich Gallery Inc., New York

Diane Brown Gallery, Washington, D.C.

Private collection, acquired from the above Dec.

16, 1982, thence by descent in the family

Literature:

Dieter Blume, *Anthony Caro, Catalogue*

*Raisonne*, Vol. V, no. 1545, p. 303, illus.

C

\$15,000-25,000

1035

**Bernar Venet**

French, b. 1941

*Two Arcs of 216.5°*, 1986

Each arc is stamped 216.5°, with 216.5° painted on the underside

Rolled steel with black patina

17 1/2 x 16 x 4 inches (44.4 x 40.6 x 10.1 cm)

Provenance:

The artist

Galerie Littmann, Basel

Acquired from the above, thence by descent in the family

This work is listed in the Bernar Venet Archives under no. bv86ss29.

C Estate of Felice Ross

\$20,000-30,000

Sale Date - 04/20/2021



1036

**Melvin Edwards**

American, b. 1937

*Maquette for 'Passage'*, 1989-91

Signed and dated *Melvin Edwards 1989-91* and inscribed *Passage*

Welded steel

12 x 14 1/2 x 12 inches (30.5 x 36.9 x 30.5)

Provenance:

Leon M. Goldstein, former President of

Kingsborough Community College and former

acting Chancellor of the City University of New York

Thence by descent to the estate

Exhibited:

Brooklyn, NY, Kingsborough Art Museum,

Kingsborough Community College, CUNY,

*Passages: Sculptures and Prints 1989-2017*,

Apr.16 - May 18, 2016

This work is a maquette for *Passage*, which currently is on-site at CUNY/Kingsborough College, Brooklyn.

C

\$20,000-40,000

1037

**Richard Smith**

British, 1931-2016

*Manhattan #1*, 1978

Signed and dated *R. Smith '78* and inscribed as titled on tags affixed to the reverse

Acrylic on canvas with metal rods and string, in nine parts

72 x 178 inches (183 x 452.1 cm)

Provenance:

Sale, Hindman, Chicago, Jul. 28, 2020, lot 20

C

\$15,000-25,000

1038

**Arman**

French/American, 1928-2005

*Athena, Como una Espada*, 1986

Signed *Arman* near the left foot

Welded bronze with green patina, assumed to be

from the edition 5 (+3 AP, 2 HC), Fonderie d'Art

R. Bocquel S.A., Breaute

63 x 16 x 15 inches (160 x 40.6 x 38.1 cm)

C

\$10,000-15,000



Doyle New York

1039

**Wolf Kahn**

German/American, 1927-2020

*The Slope*, 1975

Signed *W. Kahn* (II)

Oil on canvas

18 x 22 inches (45.7 x 55.9 cm)

Provenance:

Lillian Kornbluth Gallery, Fair Lawn, NJ

Private collection, New Jersey, acquired from the

above in 1975

Thence by descent in the family

C

\$15,000-25,000



1040

**Wolf Kahn**

German/American, 1927-2020

*Our Barn from the Woodshed*, 1976

Signed *W. Kahn* (II); titled on the stretcher and

inscribed and dated #27 1976 on the reverse

Oil on canvas

34 1/8 x 36 inches (86.7 x 91.5 cm)

Provenance:

Lillian Kornbluth Gallery, Fair Lawn, NJ

Private collection, New Jersey, acquired from the

above in 1976

Thence by descent in the family

C

\$15,000-25,000



1041

**Wolf Kahn**

German/American, 1927-2020

*Birches*, circa 1977

Signed *W. Kahn* (II)

Oil on canvas

20 x 20 inches (50.8 x 50.8 cm)

Provenance:

Ameringer Yohe Fine Art, New York

C

\$7,000-9,000



1042

**Martin Wong**

American, 1946-1999

*Portraits*, circa 1976

12 x 24 inches (30.5 x 61 cm)

Unframed

Provenance:

Acquired directly from the artist by the current

owner

C

\$3,000-5,000



1043

**Martin Wong**

American, 1946-1999

*Vance Hotel Hallway* (from *Eureka Sketchbook*), 1976

Graphite on paper

10 3/4 x 14 inches

Unframed

Provenance:

Acquired directly from the artist by the current

owner

This work was reproduced in Martin Wong's

*Eureka Sketchbook*, 1976, p. 28.

C

\$2,000-4,000



1044

**George Condo**

American, b. 1957

*Untitled*, 1984

Signed and dated *Condo 5-84* on the stretcher

Oil on canvas

12 x 9 1/2 inches (30.5 x 24.2 cm)

Provenance:

Galerie Monika Spruth, Cologne

Riccardo Tettamanti collection

Sale, Christie's, London, Feb. 9, 2007 lot 311

C Estate of Nancy Hoguet Tilghman

\$30,000-60,000



1045

**Francesco Clemente**

Italian, b. 1952

*Gayatri: Traditional Teachings*

Watercolor on paper

44 1/2 x 47 inches (113.1 x 119.4 cm)

Provenance:

Jablonka Galerie, Cologne

C Estate of Nancy Hoguet Tilghman

\$15,000-20,000



1046

**Francesco Clemente**

Italian, b. 1952

*Gayatri (Horses)*, 1993

Watercolor on paper

44 1/2 x 47 1/4 inches (113.1 x 120.1 cm)

Provenance:

Jablonka Galerie, Cologne

C Estate of Nancy Hoguet Tilghman

\$15,000-20,000



1047

**Jiri Kolar**

Czech, 1914-2002

*Untitled (Mona Lisa Shirt)*

Rollage and found men's pyjama shirt laid to

paperboard

31 3/8 x 23 1/2 inches (79.7 x 59.7 cm)

Provenance:

Purchased from the artist by Sidney E. Cohn,

New York

Thence by descent in the family

C

\$5,000-7,000



Doyle New York

1048

**Achille Perilli**

Italian, b. 1927

*L'Europa Cariata*, 1963

Signed and dated *Perilli 63* (lr); signed *achille perilli*, dated 1963 and inscribed as titled on the reverse

Oil on canvas

47 1/4 x 47 1/4 inches (120 x 120 cm)

Provenance:

Marlborough Galleria d'Arte, Rome

C

\$10,000-15,000



1049

**Alan Uglow**

American, 1941-2011

*Remembrancer*, 1985

Signed *Alan Uglow*, dated 1985, and inscribed with size, media, hanging instructions and as titled on the stretcher

Oil on canvas

84 x 72 inches (213.4 x 182.9 cm)

Provenance:

Lorence Monk Gallery, New York, 1989

Sale, Doyle, New York, Jan. 14, 2009, lot 84

(From the Kulchur Queen Collection)

C

\$7,000-10,000



1050

**Nabil Nahas**

Lebanese, b. 1949

*Untitled*, 1990

Signed and dated *Nahas 90* on the reverse

Acrylic on canvas

42 x 42 inches (106.7 x 106.7 cm)

Provenance:

Purchased directly from the artist by the current owner

C

\$15,000-20,000



1051

**Purvis Young**

American, 1943-2010

*Transcendence*

Signed *Young* (ul)

Paint on found board

48 x 96 inches (122 x 24.4 cm)

Unframed

Provenance:

The artist

Rising Fawn Folk Art Gallery, Rising Fawn, GA

Private Collection, Jimmy Hedges

Thence by descent to Jim Hedges, IV

C

\$8,000-12,000



1052

**Purvis Young**

American, 1943-2010

*Untitled (Eight Figures)*

Signed *Young* (cl)

Paint on found wood panels, nailed to found wood door

Overall 80 x 27 3/4 x 1 1/2 inches (203.3 x 70.5 x 3.85 cm)

Provenance:

The artist

Rising Fawn Folk Art Gallery, Rising Fawn, GA

Private Collection, Jimmy Hedges

Thence by descent to Jim Hedges, IV

C

\$8,000-12,000



1053

**George Widener**

American, b. 1962

*Untitled (Flip-Flop)*, 2005

Signed and dated *George Widener 2005* (lr)

Ink stamp and ink on collaged paper napkins

14 1/2 x 36 inches (36.8 x 91.5 cm)

Provenance:

Henry Boxer Art Gallery, Surrey, England,

acquired *circa* 2006

Exhibited:

New York, Henry Boxer Art Gallery, *Outsider Art*

*Fair*, *circa* 2006

C

\$6,000-9,000



1054

**Mary Weatherford**

American, b. 1963

*St. Margaret (#81)*, 1992

Signed and dated *M. Weatherford 1992* and

inscribed as titled on the canvas overlap

Acrylic, flashe and ink on canvas

32 x 28 1/8 inches (81.3 x 71.4 cm)

Provenance:

Blum Helman Gallery, Inc., New York

Private collection, New York, acquired from the

above in 1992

C

\$8,000-12,000



Doyle New York

1055

**Richard Mayhew**

American, b. 1924

*Woodside*, 1996-97

Signed *Mayhew* (ll)

Oil on canvas

46 x 56 3/8 inches (116.8 x 143.3 cm)



Provenance:

Midtown Payson Gallery, New York

ACA Galleries, New York

Exhibited:

US Department of State, *Art in Embassies*

*Program*, no. 1991.0376

C

\$10,000-15,000

1056

**Walasse Ting**

Chinese/American, 1929-2010

*Jeune Femme aux Fleurs*

Signed with artist's chop (ul)

Acrylic on paper laid down on canvas

32 x 35 1/2 inches (81.3 x 90.2 cm)



Provenance:

L'Orangerie, Saint-Paul de Vence

Private collection, Paris

C

\$10,000-15,000

1057

**Christopher Winter**

British, b. 1968

*(Virgin Forest) Against Nature*, 2005

Signed and dated *Christopher Winter 2005* and

inscribed as titled on the reverse

Acrylic on canvas

74 7/8 x 75 inches (190.2 x 190.5 cm)

Unframed



Provenance:

Acquired directly from the artist through Asher

Edelman, by the current owner

C

\$5,000-7,000

1058

**Ingrid Calame**

American, b. 1965

*#54 Working Drawing*, 2000

Signed *Ingrid Calame* and dated *2000* (lr) and

inscribed as titled (ll)

Colored pencil on traced mylar

72 x 60 inches (182.9 x 152.4 cm)



Provenance:

Deitch Projects, New York

C

\$6,000-9,000

1059

**Carroll Dunham**

American, b. 1949

*Untitled*, 2003

Signed and dated *C. Dunham 9/25/03* (uc)

Graphite on paper

13 1/2 x 10 1/4 inches (34.3 x 26 cm)



Provenance:

Barbara Gladstone Gallery, New York

C

\$2,000-4,000

1060

**Margaret Kilgallen**

American, 1967-2001

*Untitled*

Inscribed *To Amy {heart} Meta* on the reverse

Acrylic on found panel

10 1/4 x 10 1/4 inches (26 x 26 cm)

Unframed



Provenance:

Acquired directly from the artist by the current

owner

C

\$7,000-10,000

1061

**Barry McGee**

American, b. 1966

*Untitled*

Acrylic and mixed media on found paperboard

10 x 7 7/8 inches (25.4 x 19.8 cm)

Unframed



Provenance:

Acquired directly from the artist by the current

owner

C

\$3,000-5,000

# GLOSSARY

The following examples define some of the terms used in this catalogue. The reader is reminded that all of the terms and descriptions used in this catalogue as to authorship, period, culture, source or origin for any property are made and used as qualified statements and opinions only, and are subject to the Conditions of Sale and the Terms of Guarantee.

In connection with the attribution of authorship, as described in paragraph 2 of the Terms of Guarantee, the following terms are used in this catalogue, and are defined as follows:

## FURNITURE AND DECORATIONS

### REGENCY ROSEWOOD SOFA TABLE

First quarter of the 19th century. This heading with the date included means that the piece is, in our best judgment, of the period indicated with no major alterations or restorations.

### REGENCY ROSEWOOD SOFA TABLE

This heading without inclusion of a date indicates that in our best judgment, the piece, while basically of the period, has been substantially altered or restored and in some cases it may also indicate that the piece has been constructed from old parts.

### REGENCY STYLE SOFA TABLE

The inclusion of the word "style" in the heading indicates that, in our opinion, the piece is an intentional copy or reproduction of an earlier work or style of works.

## PAINTINGS

### NICOLAES MAES

In our best judgment the work is by the named artist. This is our highest category of authenticity in the present catalogue.

### ATTRIBUTED TO NICOLAES MAES

In our best judgment, while the work is of the period of the named artist, and on the basis of style can be ascribed to him, we cannot state with certainty that it is by him.

### SCHOOL OF NICOLAES MAES

In our best judgment, the work is of the period of the named artist, by a pupil or close follower of the artist, but is not by the artist.

### CIRCLE OF NICOLAES MAES

In our best judgment, the work is of the period of the named artist and closely related to his style.

### MANNER OF NICOLAES MAES OR AFTER NICOLAES MAES OR FOLLOWER OF NICOLAES MAES

In our best judgment, although the work is in the style of or a copy of a work by the named artist, it is of a later period.

### SIGNED NICOLAES MAES

In our best judgment, the signature, monogram, initials or other similar indicia of authorship is a recognized signature of the artist and appears in one of the six areas of the painting designated as follows:

- (u.l.) Upper left
- (l.l.) Lower left
- (u.r.) Upper right
- (l.r.) Lower right
- (u.c.) Upper center
- (l.c.) Lower center

### BEARS SIGNATURE, NICOLAES MAES

In our best judgment, the signature, monogram, initials or other similar indicia of authorship is not that of the artist and may have been added at a later date.

### DATED

In our best judgment, the date indicated on the work is the date the work was executed.

### DATED (FOR BRONZES)

In our best judgment, the date indicated when the original model was executed. Since the exact date of the casting of a bronze sculpture is often unknown and illustrations in reference books may not specify which particular cast is discussed or illustrated, it should be pointed out that dates of execution and entries listed under Literature in the individual catalogue entries do not necessarily refer to the castings included in the sale.

## PRINTS

### NAME OF THE ARTIST

Subject to the Conditions of Sale and Terms of Guarantee set forth in this catalogue, and except where stated as being "after" or "attributed to" an artist, each lot is by the artist appearing at the head of the lot, except in the case of lots containing works by more than one artist.

### TITLE

If there is a generally accepted title for the print, that title is given in upper case at the beginning of the lot description. If the work has no title or the title is unknown to us, a descriptive title is given in brackets.

### REFERENCES

Information from the standard catalogues of the artists' works is cited when possible following the title.

### MEDIUM

The mediums are described as fully as possible, although secondary techniques may not be listed.

### DATE

The date given is that of the original plate, block, stone or screen. It is not necessarily the date at which the impression offered for sale was printed.

### EDITION

Information regarding the size of the edition is given when possible.

### SIGNATURE

Only manuscript signatures of the artists are indicated. Signatures "in the plate" are not mentioned since they are considered part of the image.

### QUALITY AND CONDITION

An attempt has been made to give relevant information concerning the quality of the impression, the size of the margins and the condition of the prints when possible. These descriptions are qualified statements or opinions only, and are made subject to the Conditions of Sale and Terms of Guarantee.

The print sleeves are the property of Doyle New York and are not included in the sale.

### MEASUREMENTS

As with any description in this catalogue, measurements are qualified statements or opinions and are subject to the Conditions of Sale and Terms of Guarantee. Doyle New York shall not be liable for any mistakes in measurements.

Measurements have been made to the best of our ability, and are given in inches to the nearest 1/4 inch and millimeters, height before width. Unless otherwise indicated, etchings and engravings are measured by the dimensions of the plate marks. Woodcuts, lithographs and silkscreens are measured by the dimensions of the images.

All pictures are framed unless otherwise noted in this catalogue.

# CONDITIONS OF SALE

## 1. BINDING TERMS

The lots listed in this catalogue will be offered by Doyle New York as owner or as agent for consignor subject to the following terms and conditions. Where Doyle is agent, the contract is between seller and buyer. The following Conditions of Sale and Terms of Guarantee constitute the entire agreement with the purchaser relative to the property listed in this catalogue. By bidding at auction you agree to be bound by these terms:

## 2. AS IS

All lots are sold "AS IS" and without recourse and neither Doyle New York nor its consignor makes any warranties or representations, express or implied, with respect to such lots, except for the limited warranties expressly stated in the Terms of Guarantee section of this catalogue. Prospective buyers are strongly advised to examine personally any property in which they are interested, before the auction takes place, to determine its condition, size, and whether or not it has been repaired or restored.

Except as otherwise expressly and specifically provided in the Terms of Guarantee, neither Doyle New York nor its consignor makes any express or implied warranty or representation of any kind or nature with respect to merchantability, fitness for purpose, correctness of the catalogue or other description of the physical condition, size, quality, rarity, importance, medium, material, genuineness, attribution, provenance, period, culture, source, origin, exhibitions, literature or historical significance of any lot sold. The absence of any reference to the condition of a lot does not imply that the lot is in perfect condition or completely free from wear and tear, imperfections or the effects of aging; nor does a reference to particular defects imply the absence of others. References in the catalogue entry or the condition report to damage or restoration are for guidance only and should be evaluated by personal inspection by the bidder or a knowledgeable representative.

The Terms of Guarantee are controlling, and no statement, whether written or oral, and whether made in this catalogue, an advertisement, a bill of sale, a salesroom posting or announcement, the remarks of an auctioneer, or otherwise, shall be deemed to create any warranty, representation or assumption of liability. All statements by Doyle New York in the catalogue entry for the property or in the condition report, or made orally or in writing elsewhere, are statements of opinion and are not to be relied on as statements of fact. Except as stated in the Terms of Guarantee, neither Doyle New York nor the seller is responsible in any way for errors or omissions in the catalogue or any supplemental material. Buyers are responsible for satisfying themselves concerning the condition of the property and the matters referred to in the catalogue entry.

Doyle New York and its consignor make no warranty or representation, express or implied, that the purchaser will acquire any copyright or reproduction rights to any lot sold. Doyle New York expressly reserves the right to reproduce any image of the lots sold in this catalogue.

The copyright in all images, illustrations and written material produced by or for Doyle New York relating to a lot, including the contents of this catalogue, is, and shall remain at all times, the property of Doyle New York and shall not be used by the buyer, nor by anyone else, without our prior written consent.

## 3. WITHDRAWAL

Doyle New York reserves the right to withdraw any lot at any time prior to the commencement of bidding for such lot and shall have no liability whatsoever for such withdrawal.

## 4. RESERVES

If the auctioneer decides that any opening bid is below the value of the lot offered, the auctioneer may reject that bid and withdraw the lot from sale; and if, having acknowledged an opening bid, he decides that any advance thereafter is insufficient, he may reject that advance.

Unless otherwise indicated, all lots are offered subject to a reserve, which is the confidential minimum price below which such lot will not be sold. No reserve will exceed the low estimate of the lot. Reserves are agreed upon with the consignor or, in the absence thereof, in the absolute discretion of Doyle New York.

Unless otherwise announced by the auctioneer, all bids are per lot as numbered in the catalogue.

Lots marked C preceding the estimate are consigned and reserved. Those marked • are reserved property in which Doyle New York has an interest.

Doyle New York on occasion makes loans or advances funds to consignors.

The auctioneer may implement the reserve by opening bidding on any lot by placing a bid on behalf of the seller. The auctioneer will not specifically identify bids placed on behalf of the seller. The auctioneer may further bid on behalf of the seller, up to the amount of the reserve, by placing successive or consecutive bids for a lot or by placing bids in response to other bidders. Unless otherwise noted in the catalogue or by an announcement at the auction, Doyle New York acts as agent on behalf of the seller and does not permit the seller to bid on his or her own property.

## 5. ESTIMATES

Each lot in the catalogue is given a low and high estimate representing that range which, in the opinion of Doyle New York, represents a fair and probable auction value. When possible, the estimate is based on previous auction records of comparable property, condition, rarity, quality and provenances. The estimates are often determined several months before a sale and are therefore subject to change upon further research of the property, or to reflect market conditions or currency fluctuations. Estimates are subject to revision. Actual prices realized for items can fall below or above this range. An estimate of the selling price should not be relied on as a statement that this is the price at which the item will sell or its value for any other purpose. Estimates do not include the buyer's premium. Where "Estimate on Request" appears, please contact the Specialist Department for further information.

## 6. BIDDING

Doyle New York reserves the right, at our complete discretion, to refuse admission to the premises or participation in any auction and to reject any bid, as well as the right to refuse to acknowledge any bidder. The highest bidder acknowledged by the auctioneer will be the purchaser. The auctioneer has the right at his absolute and sole discretion to advance the bidding in such a manner as he may decide, to withdraw or divide any lot, and to combine any two or more lots. In the event of error or dispute between bidders, or in the event of doubt on our part as to the validity of any bid, whether during or after the sale, the auctioneer has final discretion to determine the successful bidder, to continue the bidding, to cancel the sale, or to reoffer and resell the lot in dispute. If any dispute arises after the sale, the Doyle New York sale record shall be conclusive.

## 7. PURCHASER'S RESPONSIBILITY

Title passes upon the fall of the auctioneer's hammer to the highest acknowledged bidder, subject to the conditions of sale set forth herein. Such bidder thereupon assumes full risk and responsibility therefor (including, without limitation, liability for or damage to frames and glass covering prints, paintings or other works). Although in our discretion we will execute orders or absentee bids or accept telephone bids as a convenience to clients who are not present at auctions, we are not responsible for any errors or omissions in connection therewith.

When making a bid, a bidder is accepting personal liability to pay the purchase price as follows, unless it has been explicitly agreed in writing with Doyle New York before the commencement of the sale that the bidder is acting as agent on behalf of an identified third party acceptable to Doyle New York, and that Doyle New York will look only to the principal for payment:

The total purchase price to be paid by purchaser is the amount of the successful bid price plus a premium of 26% on the first \$600,000 of the hammer price of each lot, 21% on the portion of the hammer price from \$600,001 through \$4,000,000, and 15% on that portion of the hammer price exceeding \$4,000,000. Payment of each lot shall be made as follows:

A cash deposit of not less than 25% of the purchase price (unless the whole purchase price is required at the sole discretion of Doyle New York) will be paid on the day of the auction. Deposits shall apply to all purchases made at this sale and not to any one particular lot.

Prior to the sale, the buyer must provide us with his or her name and permanent address and, if so requested, details of the bank from which payment will be made.

The balance of the purchase price, if any, will be paid not later than 5 pm one (1) day following the day of the auction. Such payment shall be made in U.S. dollars by certified or cashier check drawn on a U.S. bank unless other arrangements are made with Doyle New York. The buyer will not acquire title to the lot until we have received all amounts due to us from the buyer in good cleared funds even in circumstances where we have released the lot to the buyer. Doyle New York reserves the right to hold merchandise purchased by personal check until the check has cleared the bank.

The purchaser agrees to pay Doyle New York a handling charge of \$35 for any check dishonored by the drawee.

At some auctions there may be a video or digital screen. Errors may occur in its operation and in the quality of the image, and Doyle New York does not accept liability for such errors.

Any objects offered at this auction which contain materials from a species that is endangered or protected, including, but not limited to, ivory, coral and tortoiseshell, may require a license or certificate prior to exportation from the United States or an individual state and additional certificates or licenses for importation into another state or country. Some materials may not be exported, imported into other states or countries or resold. It is the purchaser's responsibility to be aware of applicable laws and regulations and to obtain any required export or import licenses or certificates and any other required documentation.

Further, the purchaser shall be responsible for on-time payment of the full purchase price of the lot, even if the obtaining of any such license is denied or delayed.

Doyle assumes no liability for failing to identify materials from endangered or protected species or for incorrectly identifying such materials.

# CONDITIONS OF SALE CONTINUED

## 8. REMEDIES AVAILABLE TO DOYLE NEW YORK

In addition to the other remedies available to us by law, we reserve the right to impose a late charge of 1 1/2% per month of the total purchase price if payment is not made in accordance with the conditions set forth herein. All property must be removed from our premises by the purchaser at their expense not later than (2) business days following its sale and, if it is not removed, Doyle New York reserves the right to charge a minimum storage fee of \$5 per lot per day or to deliver the property to a public warehouse for storage at the purchaser's expense, to be released only after payment in full of all removal, storage, handling, insurance and any other costs incurred, together with payment of all other amounts due to us.

Doyle New York shall have no liability for any damage to property left on its premises for more than (2) days following the sale.

If any applicable conditions herein are not complied with by the purchaser, in addition to other remedies available to us and the consignor by law, including without limitation the right to hold the purchaser liable for the total purchase price, including all fees, charges and expenses more fully set forth herein, we shall be entitled in our absolute discretion to exercise one or more of the following rights or remedies:

- a) To charge interest at such rate as we shall reasonably select;
- b) To hold the defaulting buyer liable for the total amount due and to commence legal proceedings for its recovery together with interest, legal fees and costs to the fullest extent permitted under applicable law;
- c) Cancel the sale of that, or any other lot or lots sold to the defaulting purchaser at the same or any other auction, retaining as liquidated damages all payments made by the purchaser;
- d) Resell the property whether at private sale or public auction without reserve, and the purchaser will be liable for any deficiency, cost, including handling charges, the expenses of both sales, our commission on both sales at our regular rate, all other charges due hereunder and incidental damages;
- e) To set off the outstanding amount remaining unpaid by the buyer against any amounts which we may owe the buyer in any other transactions;

f) Where several amounts are owed by the buyer to us, in respect of different transactions, to apply any amount paid to discharge any amount owed in respect of any particular transaction, whether or not the buyer so directs;

g) To reject at any future auction any bids made by or on behalf of the buyer or to require a deposit from the buyer before accepting any bids;

h) To take such other actions as we deem necessary or appropriate; or

i) To effect any combination thereof.

In addition, a defaulting purchaser will be deemed to have granted and assigned to us a continuing security interest of first priority in, and we may retain as collateral security for such purchaser's obligations to us, any property or money of or owing to such purchaser in our possession. We shall have all of the rights accorded a secured party under the New York Uniform Commercial Code with respect to such property and we may apply against such obligations all monies held or received by us for the account of, or due from us, to such purchaser. At our option, payment will not be deemed to have been made in full until we have collected funds represented by checks, or in the case of bank or cashier's checks, we have confirmed their authenticity. In the event the purchaser fails to pay any or all of the total purchase price for any lot and Doyle New York nonetheless elects to pay the consignor any portion of the sale proceeds, the purchaser acknowledges that Doyle New York shall have all of the rights of the consignor to pursue the purchaser for any amounts paid to the consignor, whether at law, in equity, or under these Conditions of Sale.

## 9. LIMITED LIABILITY

If for any cause a purchased lot cannot be delivered in as good condition as at the time of sale, or should any purchased lot be stolen or mis-delivered or lost prior to delivery, Doyle New York shall not be liable for any amount in excess of that paid by the purchaser. We are not responsible for the acts or omissions of carriers or packers of purchased lots, whether or not recommended by us. Packing and handling of purchased lots by us is at the entire risk of the purchaser and Doyle New York will have no liability for any loss or damage to such items.

## 10. DOYLE NEW YORK EMPLOYEES

Employees of Doyle New York are not prohibited from bidding on property. In the course of their employment it is possible that they may have access to information not available to the public.

## 11. WAIVER OF CONDITIONS

Any and all of these conditions may be waived or modified in the sole discretion of Doyle New York. The Conditions of Sale, Terms of Guarantee, the glossary, if any, and all other contents of this catalogue are subject to amendment by us by oral announcements made during the sale.

Salesroom notices amend the catalogue description of a lot after our catalogue has gone to press. They are posted in the viewing galleries and salesroom or are announced by the auctioneer. Please take note of them.

12. All measurements and weight are approximate. Doyle New York is not responsible for damage of glass covering paintings, drawings, other works or frames and lamp shades regardless of cause.

13. If any part of these Conditions of Sale is found by any court to be invalid, illegal or unenforceable, the balance of the conditions shall continue to be valid to the fullest extent permitted by law.

14. The rights and obligations of the parties with respect to these Conditions of Sale and Terms of Guarantee, as well as the purchaser's and our respective rights and obligations hereunder, the conduct of the auction and any matters connected with any of the foregoing, shall be governed and interpreted by the laws of the State of New York. By bidding at auction, whether present in person or by agent, by written bid, telephone or other means, the buyer shall be deemed to have submitted, for the benefit of Doyle New York, to the exclusive jurisdiction of the federal or state courts located in the state and county of New York and waives any objection to the jurisdiction and venue of any such court.

# INFORMATION ON SALES AND USE TAX RELATED TO PURCHASES AT AUCTION

To better assist our clients, we have prepared the following information on Sales and Use Tax related to property purchased at auction.

## WHY DOYLE NEW YORK COLLECTS SALES TAX

Virtually all State Sales Tax Laws require a corporation to register with the State's Tax Authorities and collect and remit sales tax if the corporation maintains a presence within the state, such as offices. In the states that impose sales tax, Tax Laws require an auction house, with a presence in the state, to register as a sales tax collector, and remit sales tax collected to the state. New York sales tax is charged on the hammer price, buyer's premium and any other applicable charges on any property picked up or delivered in New York, regardless of

the state or country in which the purchaser resides or does business.

## WHERE DOYLE NEW YORK COLLECTS SALES TAX

Doyle New York is currently registered to collect sales tax in the following states: New York and the District of Columbia.

For any property collected or received by the purchaser in New York City, such property is subject to sales tax at the existing New York State and City rate of 8.875%.

If the property is delivered into any of the states in which Doyle New York is registered, Doyle New York is required by law to collect and remit the appropriate

sales tax in effect in the state where the property is delivered.

## WHERE DOYLE NEW YORK IS NOT REQUIRED TO COLLECT SALES TAX

Doyle New York is not required to collect sales tax on property delivered to states other than those listed above. If the property is delivered to a state where Doyle New York is not required to collect sales tax, it is the responsibility of the purchaser to self-assess any sales or use tax and remit it to taxing authorities in that state.

Doyle New York is not required to collect sales tax for property delivered to the purchaser outside of the United States.

# INFORMATION ON SALES AND USE TAX RELATED TO PURCHASES AT AUCTION (CONTINUED)

Property collected from Doyle New York premises by common carriers on behalf of the purchaser for delivery to the purchaser at his address outside of New York is not subject to New York Sales Tax. If it is delivered by the common carrier to any of the states where Doyle New York is required to collect sales tax, applicable tax will be added to the purchase price.

## WHERE DOYLE NEW YORK IS NOT REQUIRED TO COLLECT SALES TAX

Doyle New York is not required to collect sales tax on property delivered to states other than those listed above. If the property is delivered to a state where Doyle New York is not required to collect sales tax, it is the responsibility of the purchaser to self-assess any sales or use tax and remit it to taxing authorities in that state.

Doyle New York is not required to collect sales tax for property delivered to the purchaser outside of the United States.

## TERMS OF GUARANTEE

Doyle New York warrants the authenticity of authorship of each lot contained in this catalogue solely and expressly subject to the terms and conditions set forth below.

### 1. DEFINITION OF AUTHORSHIP

"Authorship" is defined as the artist, artisan, workshop, designer, school, period, culture, or source of origin, as applicable and indicated in the description of the lot. The warranted information appears in bold print immediately following the individual lot number; no other language in the catalogue is warranted, including any supplemental material which appears below the bold print headings. Doyle New York is not responsible for any errors or omissions in any material, which appears below the bold print headings. The description of authorship in this catalogue may be amended by a supplement to the catalogue, or by notices or announcements at the time and place of the auction sale.

This catalogue may contain one or more glossaries explaining the terminology used in the catalogue. All terminology used in this catalogue, including the contents of the glossaries, are merely qualified statements or opinions and are not intended or made as warranted statements or representations under these Terms of Guarantee. Doyle New York makes no warranties whatsoever, express or implied, with respect to any material in the catalogue, except as set forth in bold print headings following individual lot numbers in this catalogue and subject to the exclusions set forth below.

### 2. COVERAGE UNDER THE GUARANTEE

Subject to the exclusions set forth below in paragraphs 5 and 6, Doyle New York warrants the authorship (as that term is defined above) of each lot in this catalogue for a period of five years from the date of the sale of the lot.

The guarantee is made only to the original purchaser of record at the auction, and only the registered bidder for the lot at the auction will be considered as the original purchaser. The buyer must give written notice of claim within five years from the date of the auction. Doyle New York may require,

## RESTORATION AND OTHER SERVICES

Regardless of where the property is subsequently transported, if any framing or restoration services are performed in New York, it is considered to be a delivery of the property to the purchaser in New York, and Doyle New York will be required to collect the 8.875% New York sales tax.

## LOCAL TAX ADVISORS

As sales tax laws vary from state to state, Doyle New York recommends that clients with questions regarding the application of sales or use taxes to property purchased at auction seek tax advice from their local tax advisors.

## CERTAIN EXEMPTIONS

Most states that impose sales taxes allow for specified exemptions to the tax. For example, a registered re-seller such as a registered art

dealer may purchase without incurring a tax liability, and Doyle New York is not required to collect sales tax from such re-seller. The art dealer, when re-selling the property, may be required to charge sales tax to its client, or the client may be required to self-assess sales or use tax upon acquiring the property.

If a not-for-profit or charitable organization is selling property through Doyle New York, it may be sold as a tax exempted purchase. The not-for-profit seller must be registered with the New York Department of Taxation and Finance as an exempt organization and the property must be picked up or delivered in New York. However, a compensating use tax is due from the buyer if any such lot is shipped to any of the states where Doyle New York maintains offices. It is the buyer's responsibility to ascertain and pay all taxes due. Buyers claiming exemption from sales tax must have the appropriate documentation on file with Doyle New York prior to the release of the property.

at its option, to have the purchaser obtain at the purchaser's expense the opinion of two recognized experts (approved by Doyle New York) in the field relating to the item in question, before Doyle New York determines whether to rescind a sale under the above warranty. Upon request, Doyle New York will provide the purchaser with the names of acceptable experts.

### 3. NON-ASSIGNABILITY

The benefits of this warranty are not assignable and shall be applicable only to the original purchaser of record (i.e., the registered bidder) and not to any subsequent owners (including, without limitation, donees, heirs, successors, beneficiaries or assigns) who have, or may acquire, an interest in any purchased property. The original buyer must have remained the owner of the lot without disposing of any interest in it to any third party.

### 4. SOLE REMEDY

The purchaser agrees that in the case of a breach of warranty under these Terms of Guarantee, he shall have no remedy other than rescission of the sale and the refund of the original purchase price paid. The original purchase price paid is defined as the amount of the successful bid price, plus the buyer's premium. No rescission and refund will be made unless the item is returned to Doyle New York at 175 East 87th Street, New York, NY 10128, in the same condition as at the time of sale. The remedy of rescission and refund is exclusive and the purchaser waives any other remedy which may be otherwise available in law or equity. Doyle New York shall not be liable for any special, consequential or incidental damages incurred or claimed including, without limitation, loss of profits or for interest.

### 5. EXCLUSIONS

This warranty does not apply to:

i. authorship of any paintings, drawings or sculpture created prior to 1870, unless the lot is determined to be a counterfeit which has a value at the date of the claim for rescission which is materially less than the purchase price paid for the lot; or

ii. any catalogue description where it was specifically mentioned that there is a conflict of specialist opinion on the authorship of a lot; or

iii. authorship which on the date of sale was in accordance with the then generally accepted opinion of scholars and specialists, despite the subsequent discovery of new information, whether historical or physical, concerning the artist or craftsman, his students, school, workshop or followers; or

iv. the identification of periods or dates of execution which may be proven inaccurate by means of scientific processes not generally accepted for use until after publication of the catalogue, or which were unreasonably expensive or impractical to use at the time of publication of the catalogue.

The term counterfeit is defined as a modern fake or forgery, made less than fifty years ago, and made with the intent to deceive. The authenticity of signatures, monograms, initials or other similar indications of authorship is expressly excluded as a controlling factor in determining whether a work is a counterfeit under the meaning of this Terms of Warranty.

### 6. LIMITED WARRANTY

As stated in paragraph 2 of the Conditions of Sale, neither Doyle New York nor its consignor makes any express or implied representations or warranties whatsoever concerning any property in the catalogue, including without limitation, any warranty of merchantability or fitness for a particular purpose, except as specifically and expressly provided in these Terms of Guarantee.

## LOCAL TAX ADVISORS

As sales tax laws vary from state to state, Doyle New York recommends that clients with questions regarding the application of sales or use taxes to property purchased at auction seek tax advice from their local tax advisors.

# BUYING AT DOYLE

Since 1963, Doyle New York has built a worldwide reputation for expertise, integrity and service. In our New York salesrooms, we hold approximately forty auctions annually featuring fine art, jewelry, furniture, decorative arts, books, prints, couture and a variety of other categories. Our global audience of buyers and sellers know the quality of our sales and appreciate our standard of service. If you are new to the auction process, please take a moment to review the following information.

The following will help in understanding the auction buying process. All bidders should read the Conditions of Sale and Terms of Guarantee in this catalogue, as well as the Glossary or any other notices. By bidding at auction, bidders are bound by the Conditions of Sale and Terms of Guarantee, as amended by oral announcements or posted notices, which together form the sale contract between the successful bidder (purchaser), Doyle New York and the seller (consignor) of the lot.

## BEFORE YOU BID

Doyle New York produces both printed and Internet auction catalogues that contain descriptions of the property being offered and the presale estimates and are available prior to the sale date. Our free Internet catalogues, available at Doyle.com, also provide illustrations, direct communication with our specialists, and the ability to leave online absentee bids and track lots. The catalogues will help familiarize you with property being offered at the designated auction.

In addition, Doyle.com offers a free Internet Personal Shopper that allows collectors to enter keywords of objects they are seeking. As each Internet auction catalogue is posted online, the collector is notified by email of any matches.

A prospective buyer must complete and sign a registration form and provide identification before bidding. We may require the production of bank or other financial references.

## PROVENANCE

In certain circumstances, Doyle New York may print in the catalogue the history of ownership of a work of art if such information contributes to scholarship or is otherwise well known and assists in distinguishing the work of art. However, the identity of the seller or previous owners may not be disclosed for a variety of reasons. For example, such information may be excluded to accommodate a seller's request for confidentiality or because the identity of prior owners is unknown given the age of the work of art.

## SPECIALIST'S ADVICE

Prospective bidders may be interested in specific information not included in the catalogue description of a lot. For additional information please contact either a Doyle New York specialist or Doyle New York's Client Services Department. You may also request a condition report from the specialist in charge.

## BIDDING AT AUCTION

Auctions are open to the public without any admission fee or obligation to bid. Pre-auction viewings are open to the public free of charge. Doyle New York's specialists are available to give advice and condition reports at viewings or by appointment. The auctioneer introduces the objects for sale - known as "lots" - in numerical order as listed in the catalogue. The auctioneer accepts bids from those present in the salesroom, from telephone bidders, from Internet bidders or by absentee written bids left with Doyle New York in advance of the auction.

## LIVE BIDDING

The most exciting way to participate at auction is the traditional method of bidding live in the salesroom with an auction paddle. Buyers who would like to bid may register for a paddle on the day of the sale upon entering the salesroom at least 30 minutes before the sale. The paddle is numbered so as to identify you to the auctioneer. To register, you will need a form of identification such as a driver's license or credit card. If you are a first-time bidder, you will also be asked for your address, phone number and signature and a bank reference in order to create your account. To avoid any delay in the release of purchases, please pre-arrange check or credit approval through Doyle New York's Credit Department at 212-427-4141 ext. 205. If you are bidding for someone else, you will need to provide a letter from that person authorizing you to bid on that person's behalf. Issuance of a bid paddle is in Doyle New York's sole discretion.

Once the first bid has been placed, the auctioneer asks for higher bids, in increments determined by the auctioneer. To place your bid, simply raise your paddle until the auctioneer acknowledges you.

As a courtesy to bidders, a currency board may be operated. It displays the lot number and current bid in both U.S. dollars and foreign currency. Exchange rates are approximations based on recent exchange rate information and should not be relied upon as a precise invoice amount. Doyle New York assumes no responsibility for any error or omission in foreign or United States currency amounts shown.

## TELEPHONE BIDDING

Clients unable to attend the sale may still participate live by bidding on the telephone with a trained staff member on the auction floor. The Telephone Bid Forms are available on our Web site, in our printed catalogue, and through our Client Services Department. Please contact the Bid Department prior to the sale to make arrangements or to answer any questions you may have. Telephone bids are accepted only at Doyle New York's discretion and at the caller's risk. Calls may also be recorded at Doyle New York's discretion. By bidding on the telephone, prospective buyers consent thereto. Telephone bids cannot be accepted for lot estimated below \$1,000. Arrangements must be confirmed with the Bid Department at least 24 hours prior to the auction at 212-427-4141 ext. 242. Arrangements to bid in languages other than English must be made well in advance of the sale date. Doyle New York offers all absentee and telephone bidding services as a convenience to our clients but will not be responsible for errors or failures to execute bids.

## ABSENTEE BIDDING

For buyers unable to participate live in the salesroom or on the telephone, Doyle offers the option of Absentee Bids. Absentee Bids work exactly as if the bidder were in the salesroom bidding up to a predetermined price limit, except that the price limit is given confidentially to Doyle ahead of time. Absentee Bid Forms are available on our Web site, in our printed catalogues, and through our Client Services Department. Return the completed Absentee Bid Form to Doyle New York either by mail or by fax. When the lot that you are interested in comes up for sale, a Doyle New York representative will execute the bid on your behalf, making every effort to purchase the item for as little as possible and never exceeding your limit. The auctioneer may execute absentee bids directly from the rostrum, identifying these as "absentee bids," "book bids," or "order bids." This service is free and confidential. For detailed instructions and information, please see the Doyle New York Absentee Bid Form at the back of this catalogue or on our Web site. In the event that identical bids are submitted, the earliest will take precedence.

## INTERNET ABSENTEE BIDS

Buyers may also conveniently leave bids on our Web site through our Internet catalogues. These bids are executed at the auction in the same fashion as an Absentee Bid.

## LIVE ONLINE BIDDING

BidLive! with a click of your mouse. Bidders from around the world now can experience the excitement of bidding live at Doyle on their computers.

MAC USERS: Please use Firefox browser (download). BidLive!, powered by Invaluable, does not support iPhone or iPad at this time.

Doyle New York does not guarantee that live Internet bidding will be uninterrupted or without error, or that Internet bids will be received.

# BUYING AT DOYLE CONTINUED

## SUCCESSFUL BIDS

Successful absentee bidders will be notified after the sale. Absentee bidders will receive a list of sale results if they enclose a stamped self-addressed envelope with their Absentee Bid Form. Printed lists of auction prices are available immediately after the sale on our Web site and at our galleries. While invoices are sent out by mail after the auction, we do not accept responsibility for notifying you of the result of your bids. Buyers are requested to contact us by telephone or in person as soon as possible after the sale to obtain details of the outcome of their bids to avoid incurring unnecessary storage charges.

## AFTER THE AUCTION

If your bid is successful, you can go directly to Purchaser Accounting to make payment arrangements. Otherwise, your invoice will be mailed to you. The final price is determined by adding the buyer's premium to the hammer price on a per-lot basis. Sales tax, where applicable, will be charged on the entire amount. Payment is due in full immediately after the sale. However, under certain circumstances, and generally with the seller's agreement, Doyle New York may offer buyers it deems creditworthy the option of an extended payment plan. Credit terms should be arranged prior to the sale. Please contact the Credit Department for information on credit arrangements for a particular lot.

## METHODS OF PAYMENT

Accepted forms of payment include bank wire transfers, cash (in US currency up to \$5,000), traveler's check (in US currency up to \$5,000), money orders (in US currency up to \$5,000), or personal check made payable in US dollars drawn on a US bank, unless other arrangements are made with Purchaser Accounts. It is Doyle New York's policy to request any new clients or purchasers preferring to make a cash payment to provide: verification of identity (by providing some form of government issued identification containing a photograph, such as a passport, identity card, or driver's license), confirmation of permanent address and identification of the source of the funds. Invoices greater than \$5,000 require payment by certified check, bank check or wire transfer. Credit cards are not accepted for payment of auction purchases.

To pay for a purchase by check, please see our cashier and fill out a Check Acceptance Account form. Until approved, you will not be permitted to remove purchases before the check has cleared. To avoid delivery delays, prospective buyers are encouraged to supply bank or other suitable references before the auction. Check acceptance privileges are reviewed from time to time by Doyle New York and may be granted or withdrawn at our sole discretion. Checks should be made payable to Doyle New York. Note that checks drawn on foreign banks may be accepted with the approval of the Credit Department, may not be accepted for values under \$500, and that there is a \$100 minimum collection charge on checks drawn on foreign banks located outside the U.S. Certified checks, banker's drafts and cashier's checks are accepted at Doyle New York's discretion provided they are issued by a reputable financial institution governed by anti-money laundering laws. Instruments not meeting these requirements will be treated as "cash equivalents" and subject to the constraints noted above.

Please direct inquiries regarding wire transfer or ACH credit to Steven L. Kuzio, 212.427.4141 ext. 202, [steven.kuzio@doyle.com](mailto:steven.kuzio@doyle.com)

## BUYER'S PREMIUM

The invoice will include the successful hammer price of the item and the buyer's premium. Doyle New York charges a premium to the buyer on the final bid price of each lot sold at the following rates: 26% on the first \$600,000 of the hammer price of each lot, 21% on the portion of the hammer price from \$600,001 through \$4,000,000, and 15% on that portion of the hammer price exceeding \$4,000,000. Applicable sales tax will also be added to the final total. New York Sales tax is charged on the hammer price, buyer's premium and any other applicable charges on any property picked up or delivered in New York State, regardless of the state or country in which the purchaser resides or does business. Please refer to "Information on Sales and Use Tax Related to Purchases at Auction" in the back of the catalogue. All sales are final and subject to the Conditions of Sale.

## PICK-UPS

Once your payment has been cleared, property may be released. Unless otherwise agreed by Doyle New York, auction purchases should be paid for and picked up at Doyle New York within 48 hours of the auction. Items left beyond the 48 hours may be subject to a storage fee (see below). Please note that the hours for removal of property are Monday through Friday from 8:15am until 4:45pm, except on auction days during which only purchases made that day may be picked up. As a courtesy to purchasers who come to Doyle New York to pick up property, Doyle New York will assist in the packing of lots, although Doyle New York may, in the case of fragile articles, choose not to pack or otherwise handle a purchase. Doyle New York will not be responsible or liable for damage to glass covering paintings, drawings or other works, or damage to frames, regardless of cause.

## STORAGE FEES

Pursuant to section 8 of our Conditions of Sale, we request that successful buyers collect their property within two business days following the sale. Should the property (except jewelry, coins, stamps or as announced by the auctioneer) remain on our premises for more than 31 days following a sale it will be transferred to an independent warehouse on the buyer's behalf

at the purchaser's risk and subject to storage charges at the purchaser's expense. As transferred property will no longer be in Doyle New York's custody or care, Doyle New York will not be able to assist you with pick-up or shipping arrangements. To avoid storage charges, please arrange for the removal of your purchases as soon as possible.

Please Note: Transfer to a Storage facility of uncollected purchases past the 31-day grace period will constitute delivery of the property to the buyer in New York State. As a result, buyer will be liable to pay New York State Sales Tax if not tax-exempt.

The charges are payable to an outside Storage Company and therefore cannot be waived by Doyle New York. We encourage all buyers to collect purchased property within two business days following the sale.

In order to collect property from Yorkville Van and Storage, buyers must present a copy of a paid invoice bearing a Yorkville warehouse release stamp. This warehouse release stamp can only be obtained from the cashier at Doyle New York's main reception desk located at 175 East 87th St in Manhattan.

## SHIPPING

Shipping is the responsibility of the buyer. Upon request, our Client Services Department will provide a list of shippers who deliver to destinations within the United States and overseas. Kindly disregard the sales tax if an I.C.C. licensed shipper will ship your purchases anywhere outside the state of New York or the District of Columbia.

## ENDANGERED SPECIES

Certain property sold at auction, for example, items made of or incorporating plant or animal materials such as coral, crocodile, ivory, whalebone, tortoise shell, mother-of-pearl, etc., irrespective of age or value, may require a license or certificate prior to exportation and additional licenses or certificates upon importation to another country. Doyle New York suggests that buyers check on their government wildlife import requirements prior to placing a bid. Although licenses can be obtained to export some types of endangered species, other types may not be exported at all, and other types may not be resold in the United States.

# SELLING AT DOYLE

At Doyle New York, we commit our expertise, experience, market knowledge and global outreach to every sale. The numerous auction records set in our salesrooms are testimony to the advantages of selling property at Doyle. To make the auction process as easy and convenient as possible, our team of dedicated professionals will guide you through the entire appraisal and auction procedure. As part of our commitment to providing comprehensive auction services to collectors, institutions and estates, Doyle New York offers several options to those seeking to sell their property: consignment of the objects to auction at Doyle, outright sale of the objects to Doyle, a combination of both, or referrals to other organizations.

## OBTAINING AN APPRAISAL

The first step in selling property at auction is to obtain a free informal appraisal of the item. The appraisal includes an estimated value, which is the specialist's best judgement as to what the object will sell for at auction. The figure is based upon the specialist's expertise and knowledge of what similar items are fetching in the current auction market.

There are various ways to obtain appraisals. Information and appointments to view property in your home or in the gallery can be arranged through our Scheduling Department, an appropriate Specialist Department, or a Doyle New York Regional Representative. Once your property has been evaluated, Doyle New York representatives can then help you determine how to proceed with the auction process. They will provide information regarding sellers' commission rates and other charges, auction timetable and any other further services you may require.

## SUBMITTING PHOTOGRAPHS

We welcome photographs of property to evaluate for possible auction if the property is not portable, or if you are not able to visit our galleries. If you have a large collection, a representative selection of photographs is acceptable. Please bring in the photographs or email photos of your objects to the Scheduling Department. You may also mail photographs to the Scheduling Department, or call them at 212-427-4141, ext. 260, to discuss your property and perhaps arrange an appointment with a specialist. Please be sure to include the dimensions, artist's signature or maker's mark, medium, physical condition, and any other relevant information. Our specialists will provide a free preliminary auction estimate subject to a final estimate upon first hand inspection.

## REGIONAL APPRAISAL DAYS

Doyle New York's Regional Representatives host free appraisal days on a regular basis throughout Connecticut, the metropolitan Washington, DC area, as well as in other areas throughout the United States. These popular events provide ease and convenience for collectors outside of New York who wish to sell their property at Doyle. At these events, we accept property for upcoming auctions in our New York salesrooms through both consignment and outright purchase.

## SELLING YOUR PROPERTY

### CONSIGNING TO AUCTION

In consigning property to auction, the seller retains ownership until the successful sale of the item at auction. When property is consigned to Doyle for auction, we devote the expertise of our specialists and professional staff to achieving outstanding prices at auction.

### THE CONSIGNMENT CONTRACT

When you consign property to Doyle New York you will receive two copies of our Consignment Agreement, the legal document delineating the terms of sale. One copy should be initialed, signed and returned; the other kept for your records. Once the property is received in our gallery, you will be sent a Contract Schedule listing the property, the planned sale dates, the estimated price ranges, and the reserves will be listed, along with the agreed upon seller's commission and other related fees.

### RESERVE PRICE

Before an item is offered at auction, the consignor and Doyle New York may agree on a reserve price, a confidential minimum selling price. Unless a specific reserve is arranged, a discretionary reserve is fixed at fifty percent of the low estimate. If the consignor designates a reserve on a lot, and it remains unsold, there will be a buy-in fee charged on the reserve price.

### OUTRIGHT SALE TO DOYLE

Outright purchase of property by Doyle allows the seller the advantage and convenience of immediate payment. Many sellers prefer this method of sale rather than consigning their property to auction and awaiting payment after the successful sale of the items. For further information please contact our Scheduling Department.

## AFTER THE AUCTION

### RESULTS OF SALE

You may track realized prices of your consigned property in real time and view all sales results online at Doyle.com. A preliminary settlement statement itemizing the hammer prices, commissions and fees is mailed to the consignor after the auction. You may also call us at 212-427-2730 for prices realized.

## PAYMENT TO CONSIGNORS

Payment to consignors is mailed five weeks after the date of the sale, together with a final settlement statement. The amount of payment is the hammer price of each lot successfully sold, less the commission and any other fees.

## ESTATE AND APPRAISAL SERVICES

For forty years, Doyle New York's Appraisal and Auction Services Department has worked with museums, corporate collections, banks and law firms, trust and estate professionals, heirs, and private clients across the nation providing our comprehensive appraisal and auction services. Our thorough, well-researched fair market appraisals have earned Doyle a solid reputation for professionalism, integrity and service throughout the United States.

Doyle New York offers a full range of expert appraisal services, specializing in providing timely formal appraisals for estate tax and probate purposes. Our expert team of specialists and our professional staff bring years of experience to each appraisal. Full color digital photographs may be included in the appraisal in order to make each object easily identifiable. Depending on the location, we are happy to provide, at no charge, a preliminary walk-through examination to determine approximate costs and special needs. Appraisal fees are based on the scope of the property with travel expenses additional.

Doyle New York will prepare a customized proposal tailored to the specific property under consideration for auction, including a commission and fee structure developed to maximize returns to consignors. We may also make an outright purchase offer on individual items or entire estates. As part of our focus on comprehensive estate liquidation, we offer our unique "Broomclean Service" – our own trucks and crew will transport the fine property to Doyle, remove remaining items, and leave the premises "broomclean."

## INFORMATION

For more information please call 212-427-4141, ext 260, or email [info@Doyle.com](mailto:info@Doyle.com). For estate and appraisal services, please contact our Appraisal and Auction Services Department at 212-427-4141, ext. 227.