

## **20 CENTURY**

# WE ARE ALL WARRIORS

## THE BASQUIAT AUCTION

23 March 2021 | Hong Kong 9.00pm HKT/1.00pm GMT

#### **VIEWING**

15–23 March 2021 22/F, Alexandra House, 18 Chater Road, Central, Hong Kong

**AUCTIONEER** 

JUSSI PYLKKÄNEN

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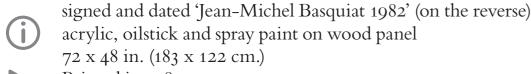
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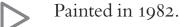
#### WE ARE ALL WARRIORS

THE BASQUIAT AUCTION

## °◆1 JEAN-MICHEL BASQUIAT (1960-1988)

#### Warrior





HK\$240,000,000-320,000,000

US\$31,000,000-41,000,000

#### PROVENANCE:

Galerie Enrico Navarra, Paris
Mugrabi Collection, New York
Hamiltons Gallery, London
Anon. sale; Sotheby's, New York, 9 November
2005, lot 42
Private collection, Milan
Anon. sale; Sotheby's, London, 21 June 2007,
lot 28

Private collection

Anon. sale; Sotheby's, London, 26 June 2012, lot 49

Acquired at the above sale by the present owner

#### **EXHIBITED:**

Tokyo, Akira Ikeda Gallery, *Jean-Michel Basquiat: Paintings*, November-December 1983, no. 3
Paris, Galerie Enrico Navarra, Jean-Michel Basquiat, April-June, 1996.

Coral Gables, Quintana Gallery, *Jean-Michel Basquiat: 1980-1988*, December 1996-February 1997, p. 11 (illustrated in color).

Vienna, Kunsthaus, *Jean-Michel Basquiat: Paintings and Works on Paper*, February–April 1999, p. 59 (illustrated in color).

Künzelsau, Museum Würth, *The Mugrabi Collection: Jean-Michel Basquiat*, September 2001–January 2002, p. 51.

Milan, Fondazione La Triennale, *The Jean-Michel Basquiat Show*, September 2006–January 2007, p. 216, pl. 87 (illustrated in color).

New York, Gagosian Gallery, *Jean-Michel Basquiat*, February–April 2013, pp. 46–47, 192 and 201 (illustrated in color and installation view illustrated in color).

New York, The Brant Foundation Art Study Center, *Jean-Michel Basquiat*, March-May 2019.

#### LITERATURE:

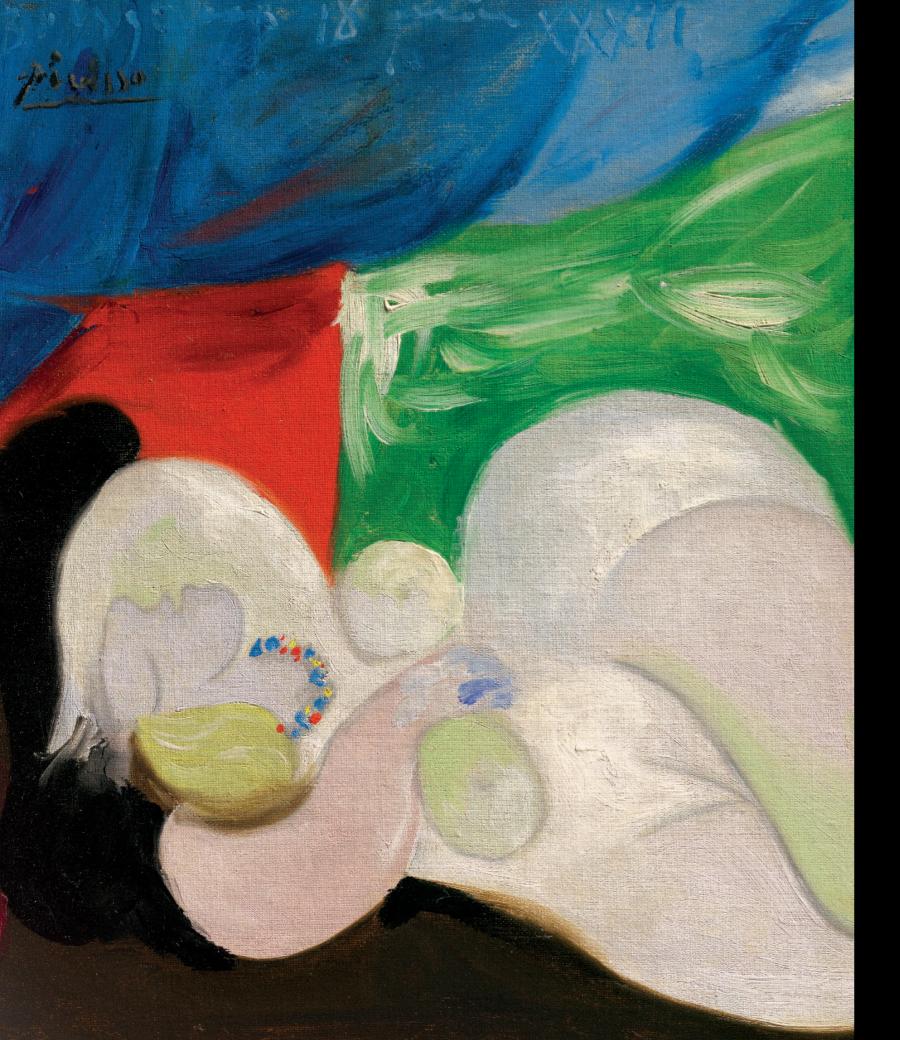
R. Marshall and J.-L. Prat, *Jean-Michel Basquiat*, Paris, 1996, 1st ed., vol. 1, pp. 62–63 and 387 (illustrated in color); vol. 2, p. 132, fig. 27 (installation view illustrated in color).

R. Marshall and J.-L. Prat, *Jean-Michel Basquiat*, Paris, 1996, 2nd ed., vol. 1, pp. 87 and 390 (illustrated in color); vol. 2, pp. 206 and 249, fig. 27, no. 12, (installation views illustrated in color).

T. Shafrazi, et al., *Jean-Michel Basquiat*, New York, 1999, p. 98 (illustrated in color).

E. Navarra, et al., *Jean-Michel Basquiat*, Paris, 2000, vol. 1, p. 83 (illustrated in color); vol. 2, pp. 100–101 and 289, no. 4 (illustrated in color and installation views illustrated in color); appendix, p. 29.





# **2© CENTURY**EVENING SALE

TUESDAY 23 MARCH 2021 at 1.00 pm 8 King Street, St. James's London SW1Y 6QT

**HOW TO BID** 

#### **AUCTIONEERS**

Jussi Pylkkänen & Arlene Blankers

POST-SALE

#### **VIEWING**

Our specialists are on hand for virtual viewing appointments and virtual walk-throughs of our exhibition at King Street.

Please contact Tessa Lord or Keith Gill to make an appointment or to discuss any works in the sale.

#### **CONTACTS**

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SENIOR SPECIALIST Michelle McMullan +44 (0)20 7389 2137 mmcmullan@christies.com

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#### **AUCTION CODE AND NUMBER**

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## CHRISTIE'S

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#### ILLUSTRATIONS

Front Cover:
Lot 18
Pablo Picasso,
Femme nue couchée au collier
(Marie-Thérèse), 1932 (detail).
© Succession Picasso/DACS,
London 2021.
Lot 22
Francis Bacon, Sand Dune, 1981

© The Estate of Francis Bacon.

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Frontispiece One: Lot 1, Jean-Michel Basquiat, Warrior, 1982 (detail). Frontispiece Two:

## Frontispiece Two:

Lot 10, Jean Dubuffet, Paysage du Pas-de-Calais III (Landscape of Pas-de-Calais III), 1963 (detail)

Frontispieces Three: Lot 23, Bridget Riley, Cupid's Quiver, 1985 (detail).

Frontispiece Four: Lot 14, Fernand Léger, *Deux* femmes couchées, 1913 (detail).

Opposite Auction Information: Lot 18 Pablo Picasso, Femme nue couchée au collier (Marie-Thérèse), 1932 (detail).

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London

# **2© CENTURY**EVENING SALE

## $\lambda^*$ 2 JOY LABINJO (B. 1994)

## No Wahala

signed and dated 'Joy Labinjo Sept 2019' (on the reverse)
oil on canvas
78% x 59% in. (200.3 x 150.2cm.)
Painted in 2019

£,30,000-40,000 US\$42,000-56,000

€35,000-46,000

#### PROVENANCE:

Tiwani Contemporary, London. Private Collection (acquired from the above in 2019).

Acquired from the above by the present owner.

#### **EXHIBITED:**

Newcastle, Baltic Art Centre, Joy Labinjo: Our Histories Cling To Us, 2019–2020.



## $\lambda^*$ 3 ISSY WOOD (B. 1993)

Over Armour (non-linear, non-violent)

signed and dated 'Isobel Wood 2019' (on the reverse) oil on velvet 76¾ x 55¾in. (195 x 140.5cm.)

Executed in 2019
£100,000-150,000

US\$140,000-210,000 €120,000-170,000

#### PROVENANCE:

Carlos Ishikawa Gallery, London.
Private Collection (acquired from the above in 2019).
Acquired from the above by the present owner.



## $\lambda^*$ 4 LYNETTE YIADOM-BOAKYE (B. 1977)

### The Like Above All Lovers

signed, titled and dated 'LYB 2013 The Like Above All Lovers' (on the reverse) oil on canvas  $78\frac{3}{4} \times 98\frac{3}{6}$  in. (200 x 250cm.)

Painted in 2013

£400,000-600,000 US\$560,000-830,000 €470,000-700,000

#### PROVENANCE:

Corvi-Mora, London.
Acquired from the above by the present owner.

#### **EXHIBITED:**

Derry-Londonderry, Ebrington, *Turner Prize*, 2013-2014.

#### LITERATURE:

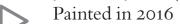
R. Newbanks (ed.), *Lynette Yiadom-Boakye*, Munich 2014, p. 131 (illustrated in colour, pp. 120–121).



## $\lambda$ \*5 CLAIRE TABOURET (B. 1981)

## The Last Day

signed, titled and dated 'C. Tabouret 2016 THE LAST DAY' (on the reverse) acrylic on canvas 90% x 129%in. (230 x 330cm.)



£150,000-200,000

US\$210,000-280,000 €180,000-230,000

#### PROVENANCE:

Night Gallery, Los Angeles. Acquired from the above by the present owner.

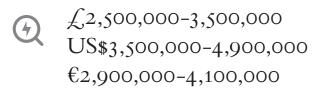


#### PROCEEDS WILL BENEFIT THE NHS

## λ6 BANKSY

## Game Changer





#### PROVENANCE:

Gifted by the artist to the present owner in 2020.

#### LITERATURE:

W. Gompertz, New Banksy Artwork Appears at Southampton Hospital, in *BBC News*, 6 May 2020.

This work is accompanied by the Certificate of Authenticity from Pest Control.



#### PROPERTY FROM A PRIVATE EUROPEAN COLLECTION

## **\***◆\*7 **JEAN-MICHEL BASQUIAT (1960-1988)**

## Self-Portrait

indistinctly signed and dated '88' (on the reverse) acrylic on canvas

47<sup>3</sup>/<sub>4</sub> x 37<sup>3</sup>/<sub>4</sub> x 4in. (121.3 x 95.9 x 10.2cm.) Painted in 1988

£3,500,000-5,500,000 US\$4,900,000-7,600,000 €4,100,000-6,400,000

#### PROVENANCE:

Galerie Thaddaeus Ropac, Salzburg. Acquired from the above by the present owner in 1988.

#### **EXHIBITED:**

Salzburg, Galerie Thaddaeus Ropac, Jean-Michel Basquiat: Paintings-Drawings, 1988.



## λ\*8 **AMOAKO BOAFO (B. 1984)**

## Self-Portrait

signed and dated 'Amoako M Boafo 16' (lower right) oil on canvas laid down on board 371/4 x 437/8in. (94.5 x 111.5cm.)

Painted in 2016

£60,000-80,000

US\$84,000-110,000 €70,000-93,000

#### PROVENANCE:

Acquired directly from the artist by the present owner in 2017.



#### PROPERTY FROM A PRIVATE CANADIAN COLLECTION

## \*9 MATTHEW WONG (1984-2019)

### Untitled

oil on canvas 71% x 48in. (182.6 x 121.9cm.) Painted in 2017



£500,000-700,000

US US

US\$700,000-970,000 €580,000-810,000

#### PROVENANCE:

KARMA, New York. Acquired from the above by the present owner in 2017.



## λιο **JEAN DUBUFFET (1901-1985)**

Paysage du Pas-de-Calais III (Landscape of Pas-de-Calais III)



signed and dated 'J. Dubuffet 63' (lower right); signed, titled and dated 'Paysage du Pas de Calais III J. Dubuffet août 63' (on the reverse) oil on canvas



64 x 102in. (162.6 x 259.2cm.) Painted on 27 August 1963



£2,500,000-3,500,000 US\$3,500,000-4,900,000 €2,900,000-4,100,000

#### PROVENANCE:

Galerie Jeanne Bucher, Paris. Galerie Beyeler, Basel. Saidenberg Gallery, New York. Private Collection, New York. Anon. sale, Sotheby's New York, 2 May 1974, lot 289.

Marisa del Re Gallery, New York.

Anon. sale, Christie's New York, 11 November 1982, lot 129A.

Private Collection, Paris.

Acquired from the above by the present owner in 1991.

#### **EXHIBITED:**

Venice, Palazzo Grassi, Centro Internazionale delle Arti e del Costume, *L'Hourloupe di Jean Dubuffet*, 1964, no. 27.

Basel, Galerie Beyeler, *Jean Dubuffet*, 1965, no. 57 (illustrated in colour, unpaged).

New York, Saidenberg Gallery, *L'Hourloupe*, 1966. Paris, Musée d'Art moderne de la Ville de Paris, *Passions Privées: Collections particulières d'art moderne et contemporain en France*, 1995–1996, p. 410, no. 3 (illustrated, p. 412).

#### LITERATURE:

M. Loreau (ed.), Catalogue des travaux de Jean Dubuffet, Fascicule XX: L'Hourloupe I, Paris 1966, pp. 200 and 205, no. 171 (illustrated, p. 93). M. Loreau, Jean Dubuffet: Délits, Déportements, Lieux de Haut Jeu, Lausanne 1971, p. 441. J. Kříž, Jean Dubuffet, Prague 1989, no. 64 (illustrated in colour, p. 101).



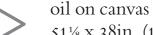
**LOT ESSAY** 



## λ11 **JEAN DUBUFFET (1901-1985)**

Le Vase de Barbe (Beard Vase)

signed and dated 'J. Dubuffet 59' (upper right); titled and dated again 'Le vase de barbe octobre 59 B' (on the reverse)



51% x 38in. (130 x 96.5cm.)





£2,000,000-3,000,000 US\$2,800,000-4,200,000

€2,400,000-3,500,000

#### PROVENANCE:

Galerie Beyeler, Basel.

Martha Jackson Gallery, New York.

Pinto Collection, Paris.

Daniel Cordier Collection, Paris.

Private Collection, Paris.

Private Collection, Philadelphia.

Meshulam Riklis Collection, New York.

Anon. sale, Sotheby's London, 3 April 1974, lot 99.

Stephen Hahn Inc., New York.

The Maurice and Margo Cohen Collection, Montecito (acquired from the above, May 1983).

Their sale, Christie's New York, 13 May 1999, lot 464.

Private Collection, Switzerland.

Acquired from the above by the present owner in 2001.

#### **EXHIBITED:**

Paris, Galerie Daniel Cordier, As-tu cueilli la fleur de barbe, 1960, no. 44. Zurich, Kunsthaus Zurich, Jean Dubuffet, 1960-1961, p. 41, no. 99. Basel, Galerie Beyeler, Panorama, 1961, no. 15. New York, The Museum of Modern Art, The Work of Jean Dubuffet, 1962, no. 164 (illustrated, p. 151). This exhibition later travelled to Chicago, The Art Institute of Chicago and Los Angeles, Los Angeles County Museum of Art. Amsterdam, Stedelijk Museum, Jean Dubuffet, 1966, no. 88 (illustrated, unpaged). Philadelphia, Makler Gallery, Jean Dubuffet, 1968. New York, Pierre Matisse Gallery, The Early Years 1943 to 1959: An Exhibition of Paintings by Jean Dubuffet,1978, no. 44 (illustrated, unpaged).

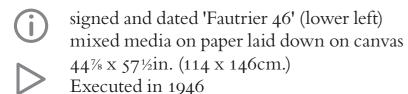
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## λ<sub>12</sub> JEAN FAUTRIER (1898-1964)

Pièges (Traps)





#### PROVENANCE:

Galerie Rive Droite, Paris.
Galerie René Drouin, Paris.
Carlo Frua de Angeli, Milan.
Galerie Beyeler, Basel.
Galerie Thomas Borgmann, Cologne.
Helge Achenbach Collection, Dusseldorf.
Gilbert Brownstone & Cie, Paris.
Acquired from the above by the present owner in 1990.

#### **EXHIBITED:**

de Fautrier, 1956, p. 8, no. 3. Milan, Galleria Apollinaire, Mostra di Jean Fautrier con opere dal 1928 ad oggi,1958 (illustrated, unpaged). This exhibition later travelled to Rome, Galleria l'Attico and Bologna, Galleria La Loggia. Cologne, Josef-Haubricht Kunsthalle, Jean Fautrier Gemälde, Skulpturen und Handzeichnungen, 1980, p. 49, no. 91 (illustrated in colour, p. 71).

Paris, Galerie Rive Droite, Paroles àpropos des Nus

(illustrated, p. 385). Paris, Musée d'Art moderne de la Ville de Paris, Fautrier 1898-1964, 1989, no. 115 (illustrated in

Zeitgenössische Kunst seit 1939, 1981, p. 384, no. 306

Cologne, Museen der Stadt, Westkunst

Cologne, Monika Sprüth Gallery, *Fautrier: Bilder* 1926-1956, 1989 (illustrated in colour, pp. 26-27). Paris, Musée d'Art moderne de la Ville de Paris, *Passions privées, Collections particulières d'art moderne et contemporain en France*, 1995-1996, p. 410, no. 7 (installation view illustrated, p. 409; illustrated in colour, p. 413).

#### LITERATURE:

G. Waldemar, 'Fautrier (Nus) à la Galerie Rive Droite' in *Prisme des Arts*, March 1956 (illustrated, p. 34).

H. Wescher, 'Fautrier' in *Cimaise*, April 1956 (illustrated, p. 27).

This work will be included in the forthcoming catalogue raisonné being prepared by Marie-José Lefort.

#### **FULL LOT DETAILS**

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**LOT ESSAY** 

colour, p. 124).



## \*13 ALEXANDER CALDER (1898-1976)

#### Submarine Christmas Tree



hanging mobile—sheet metal, wood, wire, string, paint and graphite 88½ x 86 x 16½in. (224.8 x 218.4 x 41.9cm.) Executed in 1947



£,4,000,000-6,000,000 US\$5,600,000-8,300,000

€4,700,000-7,000,000

#### PROVENANCE:

Henri Seyrig, Lausanne (acquired directly from the artist *circa*1950).

Delphine Seyrig, Paris, by 1969 (gifted from the above).

The Estate of Delphine Seyrig, Paris. Acquired by the present owner circa 2000.

#### **EXHIBITED:**

**LOT ESSAY** 

Saint-Paul-de-Vence, Fondation Maeght, Calder, 1969, p. 59, no. 81 (illustrated, p. 148). This exhibition later travelled to Humlebaek, Louisiana Museum, p. 37, no. 73 (illustrated, p. 16) and Amsterdam, Stedelijk Museum, p. 40, no. 55. Munich, Haus der Kunst, Calder, 1975, p. 54, no. 33. This exhibition later travelled to Zurich, Kunsthaus Zurich, p. 45, no. 33. Saint-Paul-de-Vence, Fondation Maeght, Un Musée éphémère: Collections privées françaises 1945-1985, 1986, p. 159, no. 18 (illustrated, p. 42). Paris, Musée des Arts Décoratifs, Calder Intime, 1989-1990, p. 229 (illustrated, p. 228). This exhibition later travelled to Mexico City, Centro Cultural del México Contemporáneo; New York, Cooper Hewitt National Design Museum and Tokyo, The Seibu Museum of Art.

#### LITERATURE:

J. Sweeney and D. Lelong, Calder: L'artiste et l'oeuvre, Paris 1971, p. 133 (illustrated, p. 73).

This work is registered in the archives of the Calder Foundation, New York, under application number A00792.

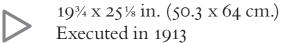
> In addition to the hammer price, a Buyer's Premium (plus VAT) is payabl Other taxes and/or an Artist Resale Royalty fee are also payable if the lot has a tax or \( \lambda \) symbol

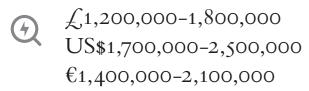
Check the Conditions of Sale at christies.com

## λ14 FERNAND LÉGER (1881-1955)

## Deux femmes couchées







#### PROVENANCE:

Léonce Rosenberg, Paris, by 1935. Douglas Cooper, Argilliers, by whom acquired from the above in January 1936.

Anonymous sale, Sotheby's, London, 24 April 1968, lot 135.

Perls Galleries, New York, by whom acquired at the above sale.

Stephen Hahn Gallery, New York, by 1970. Private Collection, New York, by whom acquired from the above in 1974; sale, Christie's, New York, 15 May 1990, lot 43.

Acquired at the above sale by the present owner.

#### **EXHIBITED:**

New York, Saidenberg Gallery, Fernand Léger. Gouaches, Watercolors & Drawings from 1910 to 1953, November - December 1968, no. 4 (illustrated). Los Angeles, County Museum of Art, The Cubist Epoch, December 1970 - February 1971, no. 187 (illustrated p. 92, pl. 90); this exhibition travelled to New York, The Metropolitan Museum of Art, April - June 1971.

#### LITERATURE:

D.M. Kosinski & J. Richardson, *Douglas Cooper* and the Masters of Cubism, exh. cat., Kunstmuseum Basel, 1987 (illustrated in situ p. 12).

D.M. Kosinski, *Picasso, Braque, Gris, Léger. Douglas Cooper Collecting Cubism*, exh. cat., The Museum of Fine Arts, Houston, 1990, pp. 14 & 52.

J. Richardson, *The Sorcerer's Apprentice. Picasso, Provence, and Douglas Cooper,* Chicago, 1999 (illustrated *in situ* pp. 210–211).

E. Braun & R. Rabinow, eds., *Cubism: The Leonard A. Lauder Collection*, exh. cat., The Metropolitan Museum of Art, New York, 2014 (illustrated *in situ* p. 271).

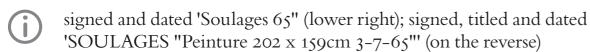
J. Richardson, *At Home*, New York, 2019 (illustrated *in situ* p. 52).



#### PROPERTY OF A DISTINGUISHED PRIVATE COLLECTOR

## °♦\\lambda\*15 PIERRE SOULAGES (B. 1919)

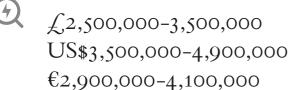
Peinture 202 x 159 cm, 3 juillet 1965





79½ x 625%in. (202 x 159cm.)

Painted on 3 July 1965



#### PROVENANCE:

Mr. and Mrs. Samuel Kootz, New York (acquired directly from the artist in 1965). Acquired from the above by the present owner in 1968.

#### **EXHIBITED:**

New York, Kootz Gallery, *Soulages at Kootz*, 1965. Houston, Museum of Fine Arts, *Pierre Soulages: Retrospective Exhibition*, 1966. Paris, Musée national d'art moderne, *Soulages*, 1967, no. 71.

Montreal, Musée d'Art Contemporain de Montréal, *Soulages*, 1968, no. 23. This exhibition later travelled to Quebec, Musée du Québec.

#### LITERATURE:

P. Encrevé, *Pierre Soulages, L'oeuvre complet Peintures* 1959-1978, vol. II, Paris 1995, no. 561 (illustrated in colour, p. 166).

P. Ungar, *Soulages in America*, New York 2014 (installation view illustrated, p. 100).

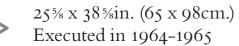


#### PROPERTY FROM A EUROPEAN PRIVATE COLLECTION

## $\lambda^*$ 16 LUCIO FONTANA (1899-1968)

## Concetto Spaziale





£2,000,000-3,000,000 US\$2,800,000-4,200,000 €2,400,000-3,500,000

#### PROVENANCE:

Galerie XXe Siècle, Paris. Pierre Janlet, Brussels (acquired from the above in 1965).

Thence by descent to the present owner.

#### **EXHIBITED:**

Paris, Galerie XXe Siècle, Fontana, Concetti spaziali 1950-1964, 1965.

#### LITERATURE:

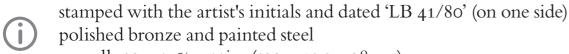
E. Crispolti, Lucio Fontana. Catalogue raisonnédes peintures, sculptures et environnements spatiaux, Brussels 1974, vol. II, no. 64-65 ME 3, p. 124 (illustrated, p. 125). E. Crispolti, Fontana. Catalogo generale, Milan 1986, vol. II, no. 64-65 ME 3 (illustrated, p. 421). E. Crispolti, Lucio Fontana. Catalogo ragionato di

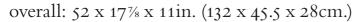
sculture, dipinti, ambientazioni, Milan 2006, vol. II,

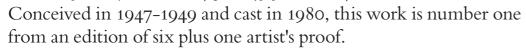
no. 64-65 ME 3 (illustrated, p. 607).

## $\lambda$ \*17 LOUISE BOURGEOIS (1911-2010)

## Pregnant Woman II







£,900,000-1,200,000 US\$1,300,000-1,700,000 €1,100,000-1,400,000

#### PROVENANCE:

Robert Miller Gallery, New York.
Private Collection (acquired from the above in 1989).

Acquired from the above by the present owner.

#### **EXHIBITED:**

Jena, Städtische Museen Jena, *Louise Bourgeois: Sculpture, Drawings and Prints*, 2010, p. 138, no. 7 (another from the edition exhibited and illustrated in colour, p. 35).

Lucerne, Kunstmuseum Luzern, *Sonja Sekula, Max Ernst, Jackson Pollock & Friends*, 2016 (another from the edition exhibited).



THE POWER OF COLOUR: PICASSO MASTERPIECES FROM AN IMPORTANT PRIVATE COLLECTION

## λ\*18 **PABLO PICASSO (1881-1973)**

Femme nue couchée au collier (Marie-Thérèse)



16 x 16 in. (40.6 x 40.6 cm.) Painted in Boisgeloup on 18 June 1932

£9,000,000-15,000,000 US\$12,500,000-21,000,000 €10,500,000-17,000,000

#### PROVENANCE:

Galerie Paul Rosenberg, Paris, by whom acquired directly from the artist, by March 1936.

Jacques Sarlie, New York; his sale, Sotheby's,
London, 12 October 1960, lot 20.

Perls Galleries, New York (no. 6752), by whom acquired at the above sale.

Evelyn Sharp, New York, by whom acquired from the above on 27 September 1965; her sale, Sotheby's, New York, 12 November 1997, lot 18. Private Collection, by whom acquired at the above sale; sale, Christie's, New York, 6 May 2014, lot 15. Acquired at the above sale by the present owner.

#### **EXHIBITED:**

Paris, Galerie Paul Rosenberg, *Oeuvres récentes de Pablo Picasso*, March 1936, no. 11 (titled 'Femme nue au collier').

London, Rosenberg & Helft, Ltd., *Recent Works of Picasso*, April 1937, no. 5 (titled 'Femme nue, au collier').

New York, Perls Galleries, *Pablo Picasso: Highlights in Retrospect*, October - November 1965, no. 11 (illustrated).

New York, The Solomon R. Guggenheim Museum, *The Evelyn Sharp Collection*, April – October 1978, no. 35, p. 74 (illustrated p. 75).

#### LITERATURE:

J. Bilbo, *Pablo Picasso, Thirty Important Paintings* from 1904 to 1943, London, 1945 (illustrated as the frontispiece, titled 'Nue').

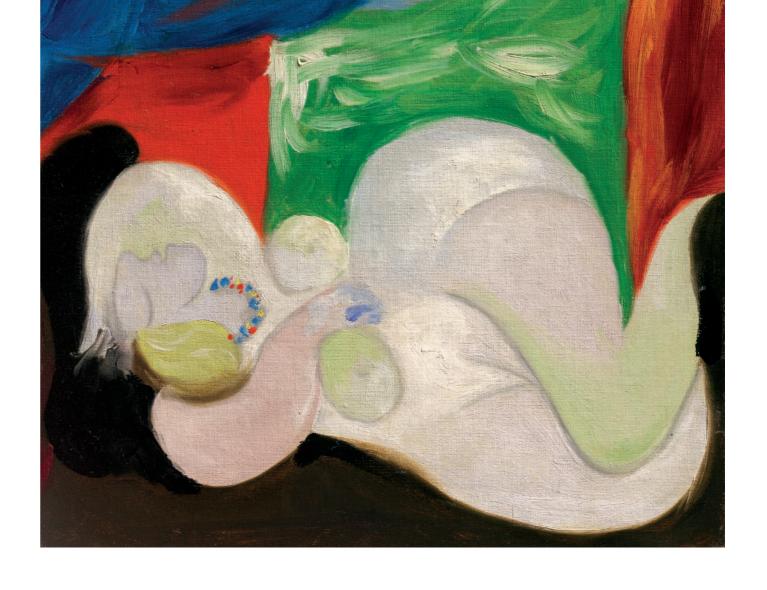
C. Zervos, *Pablo Picasso*, vol. 7, *Oeuvres de 1926 á 1932*, Paris, 1955, no. 383 (illustrated pl. 170).

J. Palau i Fabre, *Picasso*, *From the Minotaur to Guernica (1927-1939)*, Barcelona, 2011, no. 342, pp. 119 & 434 (illustrated p. 119).

L. Madeline & V. Perdrisot, Cassan, *Picasso*, 1933.

L. Madeline & V. Perdrisot-Cassan, *Picasso 1932*. *Anné érotique*, exh. cat., Musée national Picasso, Paris, 2017, no. 72, pp. 112 & 229 (illustrated p. 113).

A. Borchardt-Hume & N. Ireson, eds., *Picasso* 1932 - Love, Fame, Tragedy, exh. cat., Tate, London, 2018, p. 259 (illustrated p. 131).



In addition to the hammer price, a Buyer's Premium (plus VAT) is payable. Other taxes and/or an Artist Resale Royalty fee are also payable if the lot has a tax or  $\lambda$  symbol. Check the Conditions of Sale at christies.com.

THE POWER OF COLOUR: PICASSO MASTERPIECES FROM AN IMPORTANT PRIVATE COLLECTION

## λ\*19 **PABLO PICASSO (1881-1973)**

Femme assise dans un fauteuil noir (Jacqueline)

dated '19.11.62. 18.12.' (on the reverse) oil on canvas

51¼ x 38½ in. (130.4 x 97.8 cm.) Painted in Mougins on 19 November & 18 December 1962

£6,000,000-9,000,000 US\$8,000,000-12,500,000 €7,000,000-10,500,000

#### PROVENANCE:

The artist's estate.

Private Collection, France, by descent from the above.

Galerie Beyeler, Basel, by whom acquired from the above on 10 October 1985.

Private Collection, Germany, by whom acquired from the above on 12 September 1986, and thence by descent; sale, Christie's, New York, 4 May 2004, lot 34.

Private Collection, by whom acquired at the above sale; sale, Sotheby's, New York, 5 May 2015, lot 26.

Acquired at the above sale by the present owner.

1987, p. 236 (illustrated *in situ*).

C.-P. Warncke & I.F. Walther, 1881–1973, vol. II, *The Works* 193

#### **EXHIBITED:**

Basel, Galerie Beyeler, *Picasso, der Maler und seine Modelle*, July – October 1986, no. 48, p. 110 (illustrated p. 77).

Sydney, Art Gallery of New South Wales, *Picasso: The Last Decades*, November 2002 - February 2003, no. 7, p. 195 (illustrated p. 83).

#### LITERATURE:

H. Parmelin, *Picasso, Les Dames de Mougins*, Paris, 1964, p. 179 (illustrated).

R. Penrose & E. Quinn, *Picasso at work*, London, 1965 (illustrated *in situ*).

C. Zervos, *Pablo Picasso*, vol. XXIII, *Oeuvres de* 1962 et 1963, Paris, 1971, no. 85 (illustrated pl. 45). D. Porzio & M. Valsecchi, eds., *Picasso. His life. His art*, London, 1979 (illustrated *in situ* p. 49). E. Quinn & P. Daix, *The Private Picasso*, Boston, 1987, p. 236 (illustrated *in situ*)

C.-P. Warncke & I.F. Walther, *Pablo Picasso*, *1881–1973*, vol. II, *The Works 1937-1973*, Cologne, 1994, p. 586 (illustrated).



#### PROPERTY FROM AN IMPORTANT PRIVATE AMERICAN COLLECTION

## λ\*20 HENRY MOORE (1898-1986)

Working Model for Reclining Mother and Child



signed and numbered 'Moore 3/9' (on the back of the base) bronze with brown patina



Length: 26½ in. (67.4 cm.)

Conceived in 1974-1975 and cast in an edition of nine

£,800,000-1,200,000 US\$1,200,000-1,700,000 €930,000-1,400,000

#### PROVENANCE:

The Marina & Willy Staehelin-Peyer collection, Zurich, by whom acquired directly from the artist in 1975; sale, Sotheby's, New York, 13 November 1997, lot 425.

Jeffrey H. Loria & Co., Inc., New York, by whom acquired at the above sale.

Private Collection, United States, by whom acquired from the above on 2 October 1998.

#### LITERATURE:

A. Bowness, ed., *Henry Moore, Sculpture and drawings*, vol. 5, *Sculpture 1974-80*, London, 1983, no. 648, p. 19 (another cast illustrated). Exh. cat., *Henry Moore. The Reclining Figure*, Columbus Museum of Art, 1984, no. 60, p. 91 (another cast illustrated).

G. Gelburd, ed., *Mother and Child: the Art of Henry Moore*, exh. cat., Hofstra Museum, Hempstead, 1987, p. 142.

P. McCaughey, *Henry Moore and the Heroic. A Century Tribute*, exh. cat., Yale Center for British Art, New Haven, 1999, no. 20 (another cast illustrated).

Exh. cat., *Moore in China*, China Art Gallery, Beijing, 2000, no. 81, pp. 72–73 (another cast illustrated p. 72).

Exh. cat., *Henry Moore: Epoche und Echo. Englische Bildhauerei im 20. Jahrhundert*, Kunsthalle Würth, Schwäbisch Hall, 2005, p. 96 (another cast illustrated).



## °♦λ21 FRANK AUERBACH (B. 1931)

## Reclining Head of Gerda Boehm

oil on board 18 x 19½in. (45.7 x 49.5cm.) Painted in 1980-1981

> £600,000-800,000 US\$840,000-1,100,000 €700,000-930,000

#### PROVENANCE:

Marlborough Gallery Inc., New York.
Private Collection, USA.
Marlborough Fine Art, London.
Private Collection, UK.
Acquired from the above by the present owner.

#### **EXHIBITED:**

New York, Marlborough Gallery Inc., Frank
Auerbach: Recent Paintings and Drawings, 1982, p. 10,
no. 11 (illustrated, p. 22).
Venice, XL La Biennale di Venezia, 1982.
London, Marlborough Fine Art, Frank Auerbach:
Recent Work, 1983, p. 4, no. 8 (illustrated, p. 22).
Northampton, Smith College Museum of Art,
1989.
London, Marlborough Fine Art, Frank Auerbach

London, Marlborough Fine Art, *Frank Auerbach*, 2015, no. 5 (illustrated in colour, unpaged).

#### LITERATURE:

W. Feaver, *Frank Auerbach*, New York 2009, no. 455 (illustrated in colour, p. 288).



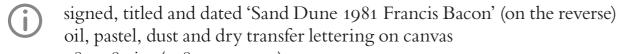
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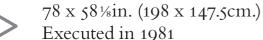


PROPERTY FROM A DISTINGUISHED EUROPEAN COLLECTION

## λ22 FRANCIS BACON (1909-1992)

#### Sand Dune





## Estimate on Request

#### PROVENANCE:

Marlborough International Fine Art, Vaduz. Marlborough Gallery Inc., New York. Acquired from the above by the present owner in 1983.

#### **EXHIBITED:**

New York, Solomon R. Guggenheim Museum, *Acquisition Priorities: Aspects of Postwar Painting in Europe*, 1983, no. 32 (illustrated, p. 45).
London, Tate Gallery, *Francis Bacon*, 1985–1986, p. 238, no. 111 (illustrated in colour, p. 210).
Washington D.C., Hirshhorn Museum and Sculpture Garden, *Francis Bacon*, 1989–1990. This exhibition later travelled to Los Angeles, Los Angeles County Museum of Art and New York, Museum of Modern Art.

Venice, Museo Correr, *Francis Bacon: Figurabile*, 1993, pp. 78 and 128, no. 27 (illustrated in colour, p. 80).

Saint-Paul-de-Vence, Fondation Maeght, *Bacon-Freud: Expressions*, 1995, pp. 96 and 205, no. 26 (illustrated in colour, p. 97). Munich, Haus der Kunst, *Francis Bacon*, 1996–1997, p. 204, no. 75 (illustrated in colour, p. 205). Paris, Centre Pompidou, *Bacon. En toutes lettres*, 2019–2020, pp. 96 and 238 (illustrated in colour, p. 97). This exhibition later travelled to Houston, Museum of Fine Arts.

#### LITERATURE:

M. Leiris, *Francis Bacon: Full Face and in Profile*, Oxford 1983, p. 270, no. 136 (illustrated in colour, unpaged).

H. Davies and S. Yard, *Francis Bacon*, New York 1986, no. 94 (illustrated in colour, p. 97).

M. Leiris, *Francis Bacon*, Barcelona 1987, p. 128, no. 133 (illustrated in colour, p. 110)

E. van Alphen, *Francis Bacon and the Loss of Self*, London 1992, p. 207, no. 75 (illustrated in colour, p. 132).

A. Sinclair, Francis Bacon: His Life and Violent Times, New York 1993, p. 278.

C. Domino, Francis Bacon: 'Taking Reality by Surprise', London 1997, p. 74.

Francis Bacon in Dublin, exh. cat., Dublin, Hugh Lane Municipal Gallery of Modern Art, 2000, p. 15.

D. Sylvester, *Looking Back at Francis Bacon*, London 2000, p. 168, no. 134 (illustrated in colour, p. 178). V. Todoli (ed.), *Francis Bacon: Caged, Uncaged*, exh. cat., Porto, Fundação de Serralves, 2003, p. 245. L. Trucchi, *Francis Bacon*, Rome 2005, pp. 56 and 63, no. 14 (illustrated in colour, p. 60).

#### **FULL LOT DETAILS**

## •♦λ23 BRIDGET RILEY (B. 1931)

## Cupid's Quiver

signed and dated 'Riley 85' (on the turnover edge); signed, titled and dated 'CUPID'S QUIVER. Riley 1985' (on the overlap); signed, titled and dated again 'CUPID'S QUIVER. Riley 1985' (on the stretcher)

oil on canvas 60% x 49% in. (154.5 x 125.5cm.) Painted in 1985

£1,800,000-2,200,000 US\$2,500,000-3,100,000 €2,100,000-2,500,000

#### PROVENANCE:

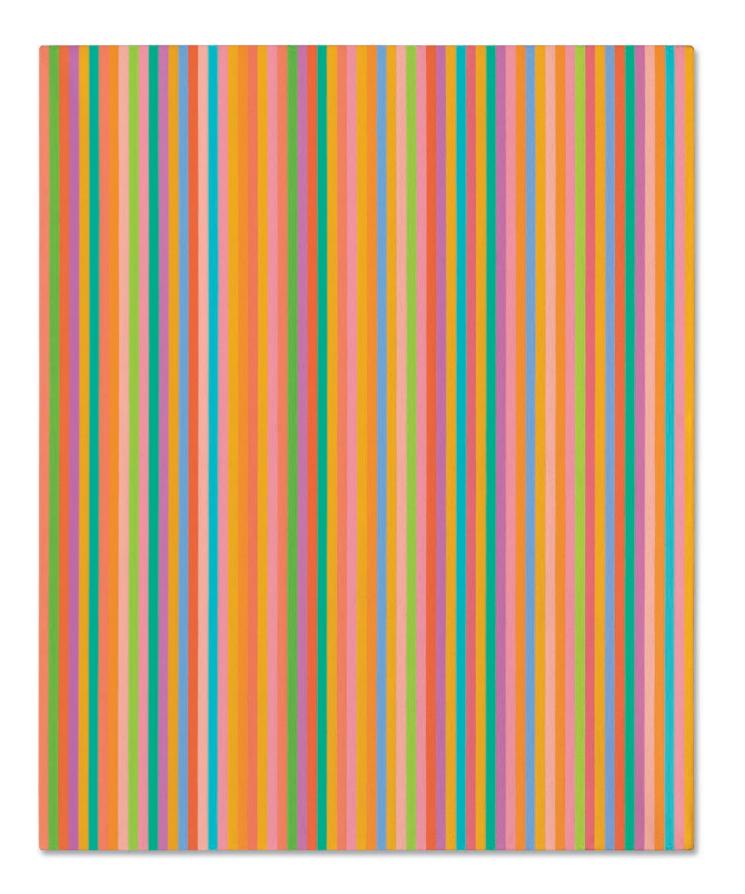
Juda Rowan Gallery, London. Konstruktiv Tendens, Stockholm. Private Collection, United Kingdom. Acquired from the above by the present owner.

#### **EXHIBITED:**

London, Juda Rowan Gallery, *Hidden Landscapes*, 1986.

#### LITERATURE:

R. Kudielka, A. Tommasini and N. Naish (eds.), *Bridget Riley: The Complete Paintings, Volume 2, 1974-1997*, London 2018, p. 718, no. BR 284 (illustrated in colour, p. 719).



## $\lambda^*$ 24 BEATRIZ MILHAZES (B. 1960)

Avenida Brasil (Brazil Avenue)

signed, titled and dated 'B. Milhazes "Avenida Brasil" 2003/2004' (on the reverse) acrylic on canvas

117¾ x 156in. (299.1 x 396.2cm.)

Executed in 2003-2004

£650,000-950,000 US\$910,000-1,300,000 €760,000-1,100,000

#### PROVENANCE:

Galeria Fortes Vilaça, São Paulo. The David Teiger Collection, New Jersey (acquired from the above in 2004). Their sale, Sotheby's New York, 14 November 2018, lot 11T. Acquired at the above sale by the present owner.

#### **EXHIBITED:**

**LOT ESSAY** 

São Paulo, Pavilhão Ciccillo Matarazzo, *26 Bienal de São Paolo*, 2004 (illustrated in colour, p. 298).
Paris, Fondation Cartier pour l'Art Contemporain, *Beatriz Milhazes*, 2009.
Miami, Pérez Art Museum, *Beatriz Milhazes: Jardim Botânico*, 2014–2015, p. 185, pl. 29
(installation view illustrated in colour, p. 9; illustrated in colour, pp. 108 and 109).



BETWEEN ABSTRACTION AND REALITY: WORKS FROM AN IMPORTANT PRIVATE COLLECTION

## $\lambda^*25$ GERHARD RICHTER (B. 1932)

Ohne Titel (Untitled)

signed and dated '29.9.89 Richter' (lower right) oil and watercolour on paper
59% x 40¼in. (152 x 102.3cm.)
Executed in 1989

£1,000,000-1,500,000 US\$1,400,000-2,100,000 £1,200,000-1,700,000

#### PROVENANCE:

Galerie Fred Jahn, Munich.
Private Collection, Germany.
Galerie Fred Jahn, Munich.
Acquired from the above by the present owner in 1992.

This work is accompanied by a certificate of authenticity issued by Dietmar Elger, Gerhard Richter Archive, Dresden.

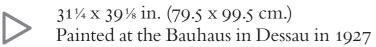


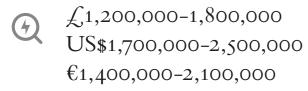
#### PROPERTY FROM THE COLLECTION OF DEUTSCHE BANK

## \*26 LYONEL FEININGER (1871-1956)

#### Kirche über Stadt







#### PROVENANCE:

on 7 December 1977.

Andreas Feininger, New York, by descent from the artist in 1956.

Mr & Mrs Walter Aufhauser, Los Angeles, by whom acquired from the above in 1965.

John and Paul Herring & Co., Inc., New York.

Achim Moeller Ltd., London, as agent for the above.

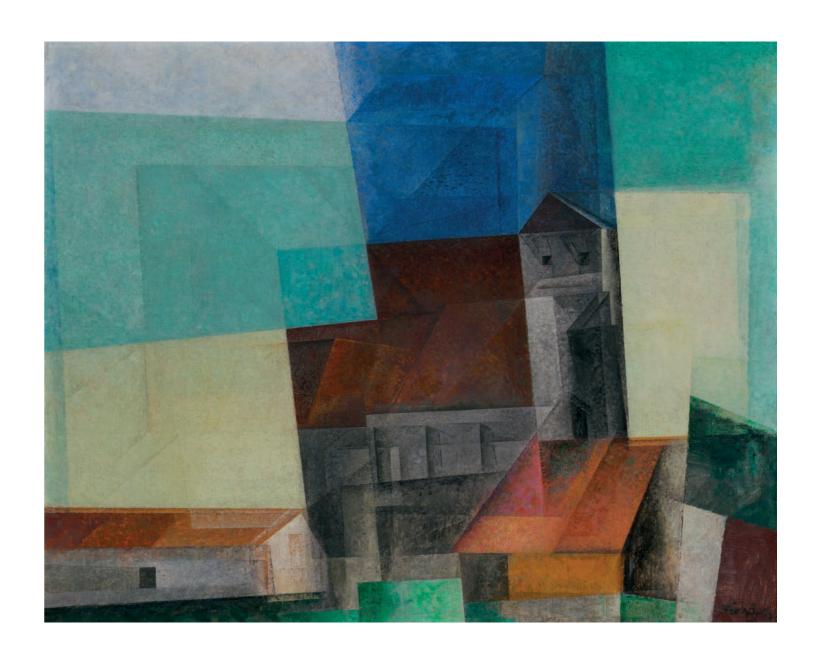
Acquired from the above by the present owner

Achim Moeller, Managing Principal of The Lyonel Feininger Project LLC, New York – Berlin has confirmed the authenticity of this work, which is registered under no. 1431–06–07–17.

**FULL LOT DETAILS** 

**LOT ESSAY** 

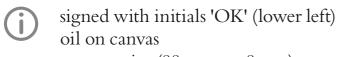
In addition to the hammer price, a Buyer's Premium (plus VAT) is payable. Other taxes and/or an Artist Resale Royalty fee are also payable if the lot has a tax or  $\lambda$  symbol. Check the Conditions of Sale at christies.com.

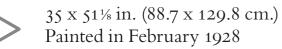


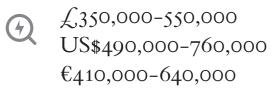
#### PROPERTY FROM THE COLLECTION OF DEUTSCHE BANK

## λ\*27 OSKAR KOKOSCHKA (1886-1980)

Exodus (Col de Sfa bei Biskra)







#### PROVENANCE:

Kunstsalon Paul Cassirer, Berlin, by whom acquired directly from the artist on 16 June 1928. Max & Alice Warburg, Hamburg and New York, by whom acquired from the above on 29 October 1928.

Eric M. Warburg, Hamburg, by descent from the above.

Walter Feilchenfeldt, Zurich, by whom acquired from the above in 1974.

Acquired from the above by the present owner on 2 January 1984.

**FULL LOT DETAILS** 

In addition to the hammer price, a Buyer's Premium (plus VAT) is payable. Other taxes and/or an Artist Resale Royalty fee are also payable if the lot has a tax or  $\lambda$  symbol. Check the Conditions of Sale at christies.com.





## PROPERTY FROM THE COLLECTION OF DEUTSCHE BANK

# \*28 ERNST BARLACH (1870-1938)

Schwangeres Mädchen



signed and dated 'E. Barlach 1924' (on top of the base) carved wood



Height: 341/4 in. (87 cm.)

Carved in 1924; this work is unique

£,350,000-550,000 US\$490,000-760,000 €410,000-640,000

## PROVENANCE:

Paul Cassirer, Berlin, by whom acquired directly from the artist on 17 April 1924.

the above on 20 May 1926.

Buchholz Gallery (on commission with Curt Valentin), New York, by August 1937, confiscated as 'enemy assets' by the US authorities under vesting order no. 3711, on 29 May 1944; sale, Alien Property Custodian, New York, 8 December 1944, lot 5.

Karl Nathan, New York, by whom acquired at the above sale.

Private Collection, United States, by descent from the above.

Galerie St. Etienne, New York, as agent for the above.

Galerie Alfred Gunzenhauser, Munich, by whom acquired from the above.

Acquired from the above by the present owners on 7 June 1983.

## **EXHIBITED:**

Berlin, Akademie der Künste, 1924, no. 263. Berlin, Galerie Paul Cassirer, Holzbildwerke - Ernst Hermann Lange, Krefeld, by whom acquired from Barlach, February 1926, no. 30, p. 12 (illustrated p. 7).

> New York, Buchholz Gallery, Ernst Barlach memorial exhibition, November - December 1938. New York, Grace Borgenicht Gallery, Ernst Barlach, May 1956, no. 12.

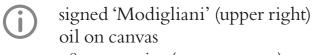
New York, Galerie St. Etienne, Ernst Barlach. Sculptures and Drawings, March - April 1962, no. 21, p. 14 (illustrated p. 29).

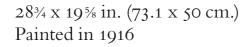
## **FULL LOT DETAILS**

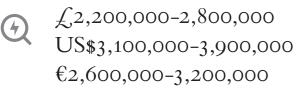
## PROPERTY FROM A DISTINGUISHED PRIVATE COLLECTION

# \*29 AMEDEO MODIGLIANI (1884-1920)

# Portrait du photographe Dilewski







## PROVENANCE:

Georges Schick, Paris.
Perls Galleries, New York.
Anonymous sale, Sotheby Parke Bernet & Co.,
London, 7 December 1977, lot 81.
Hammer Galleries, New York.
Private Collection, by whom acquired from the above in 1989.
Anonymous sale, Christie's, New York,
8 November 2000, lot 50.

Acquired at the above sale by the present owner.

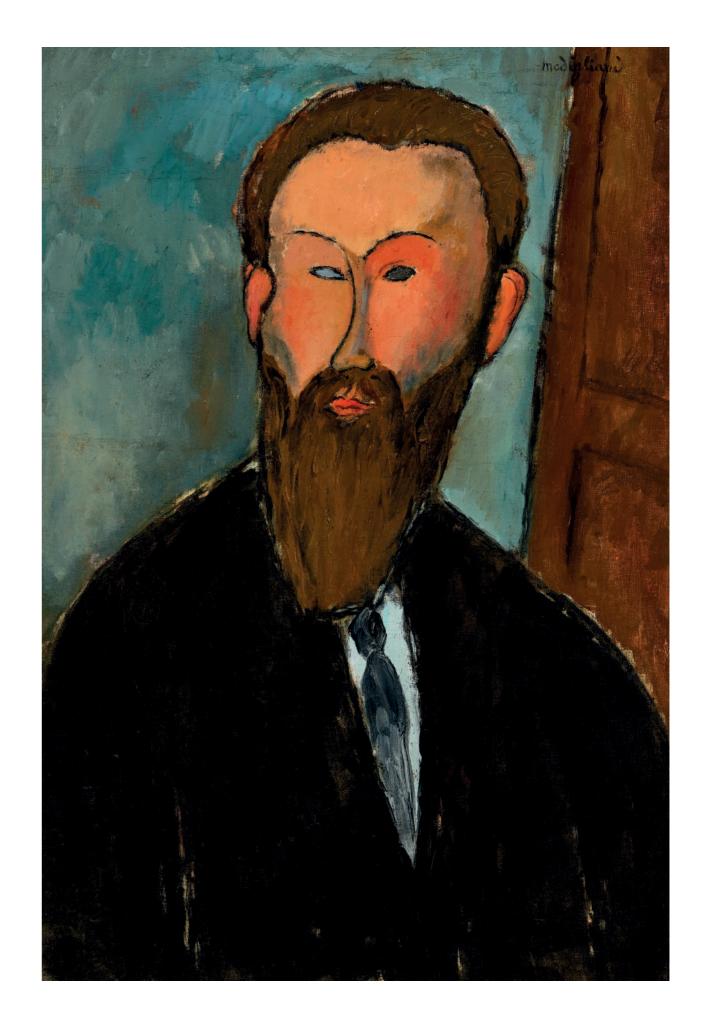
## **EXHIBITED:**

Tokyo, Galerie des Arts, *Modigliani, Utrillo, Kisling*, August - September 1980, no. 10 (illustrated). New York, Hammer Galleries, *19th and 20th Century Impressionist and Modern Masters*, May - August 1989, p. 16 (illustrated p. 17).

## LITERATURE:

A. Ceroni & L. Piccioni, *I dipinti di Modigliani*, Milan, 1970, no. 150, p. 95 (illustrated).

O. Patani, *Amedeo Modigliani*, *Catalogo generale: dipinti*, Milan, 1991, no. 153, p. 166 (illustrated).

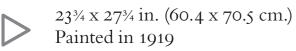


### PROPERTY FROM A PRIVATE EUROPEAN FAMILY COLLECTION

# **30 ERNST LUDWIG KIRCHNER (1880-1938)**

Drei Hütten am Hügel, Rote Hütten





£500,000-800,000 US\$700,000-1,100,000 €580,000-930,000

## PROVENANCE:

The artist's estate.

Roman Norbert Ketterer, Stuttgart, by whom acquired from the above, by 1954.

Kurt Forberg, Dusseldorf.

Galerie Wilhelm Grosshennig, Dusseldorf. Franz Heinrich Ulrich, Dusseldorf, by whom acquired from the above on 1 April 1958, and by thence descent; sale, Christie's, London, 5 February 2015, lot 477.

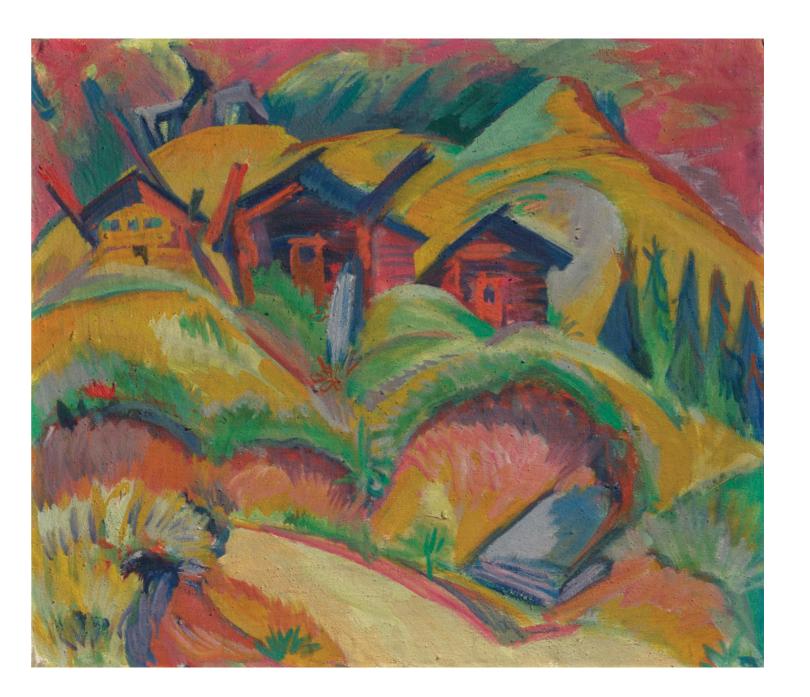
Private Collection, Germany, by whom acquired at the above sale, and thence by descent.

## **EXHIBITED:**

St. Gallen, Kunstmuseum, *Ernst Ludwig Kirchner*, October - November 1950, no. 22 (titled 'Rote Alphütten zwischen gelben Hügeln'). (Probably) Chur, Kunsthaus, *Gemälde und Graphik aus der Davoser Zeit*, July - September 1953, no. 17 (titled 'Rote Alphütte vor gelben Hügeln').

## LITERATURE:

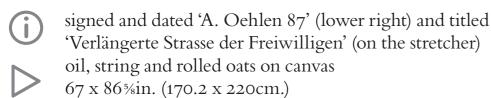
D.E. Gordon, Ernst Ludwig Kirchner, Cambridge,
1968, no. 599, p. 353 (illustrated).
L. Grisebach, Ernst Ludwig Kirchners Davoser
Tagebuch, Ostfildern bei Stuttgart, 1997, p. 48.

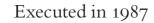


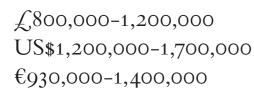
## PROPERTY OF AN IMPORTANT EUROPEAN COLLECTOR

# $\lambda^*$ 31 ALBERT OEHLEN (B. 1954)

Verlängerte Strasse der Freiwilligen (Lengthened street of volunteers)







## PROVENANCE:

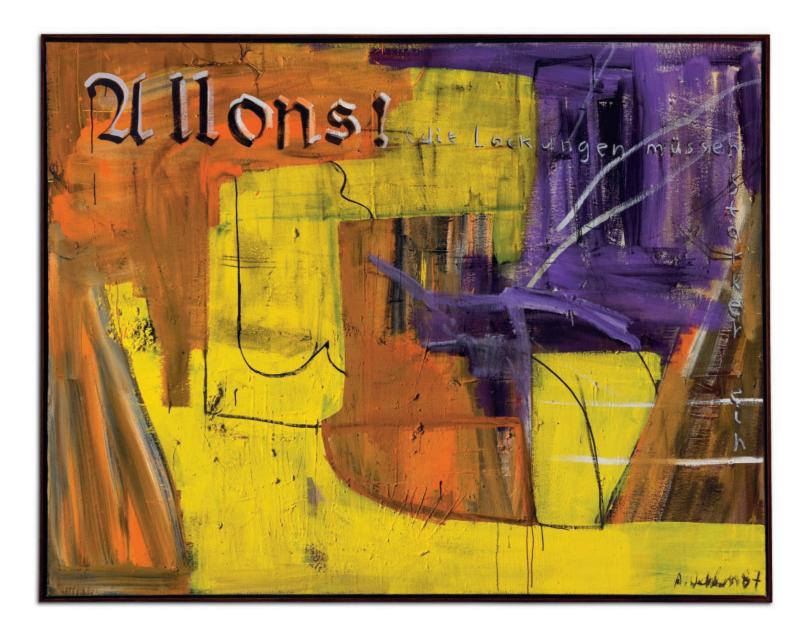
Private Collection, Hamburg. Anon. sale, Grisebach Berlin, 28 June 2001, lot 1621. Skarstedt Gallery, New York. Acquired from the above by the present owner in 2004.

## **EXHIBITED:**

Dusseldorf, Städtische Kunsthalle, Kunstsammlung Nordrhein-Westfalen and Kunstverein für die Rheinlande und Westfalen, BiNATIONALE, Deutsche Kunst der späten 80er Jahre, Amerikanische Kunstder späten 80er Jahre, 1988–1989, p. 316, no. 12 (illustrated, p. 251). This exhibition later travelled to Boston, The Institute of Contemporary Art and Museum of Fine Arts.

## LITERATURE:

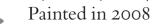
Albert Oehlen. Gemälde, exh. cat., Cologne, Galerie Max Hetzler, 1988, no. 16 (illustrated, unpaged).



# $\lambda$ \*32 DANIEL RICHTER (B. 1962)

# Reflect

signed and dated 'DANIEL RICHTER 08' (lower right) oil on canvas 84¾ x 114¼in. (215.3 x 290.2cm.)



£400,000-600,000 US\$560,000-830,000

€470,000-700,000

## PROVENANCE:

David Zwirner, New York. Acquired from the above by the present owner in 2008.

## **EXHIBITED:**

New York, David Zwirner, *Daniel Richter: Die Idealisten*, 2008.

Humlebaek, Louisiana Museum, *Daniel Richter: Lonely Old Slogans*, 2016–2017, p. 78 (illustrated in colour, pp. 24–25). This exhibition later travelled to Vienna, Belvedere/21er Haus and London, Camden Arts Centre.



# $\lambda^*$ 33 **NEO RAUCH (B. 1960)**

# Panne (Breakdown)

signed and dated 'RAUCH oo' (lower right); titled and inscribed '-330- PANNE' (on the reverse) oil on canvas

78¾ x 118¾in. (200 x 300cm.)
Painted in 2000

£500,000-700,000 US\$700,000-970,000 €580,000-810,000

## PROVENANCE:

David Zwirner, New York.
Rachofsky Collection, Dallas.
Zwirner & Wirth, New York.
Acquired from the above by the present owner.

## **EXHIBITED:**

Leipzig, Galerie für Zeitgenössische Kunst, Neo Rauch. Randgebiet, 2000–2001 (illustrated in colour, p. 110; illustrated, p. 141). This exhibition later travelled to Munich, Haus der Kunst and Zurich, Kunsthalle Zürich.

Maastricht, Bonnefantenmuseum, The Vincent van Gogh Bi-annual Award for Contemporary Art in Europe: Neo Rauch, 2002, p. 106 (illustrated in colour, pp. 107 and 136; titled 'Prima').



## PROPERTY OF A DISTINGUISHED EUROPEAN COLLECTOR

# $\lambda^*$ 34 MICHAËL BORREMANS (B. 1963)

## Portrait

oil on canvas 31½ x 235%in. (80 x 60cm.) Painted in 2005



£300,000-500,000

(1)

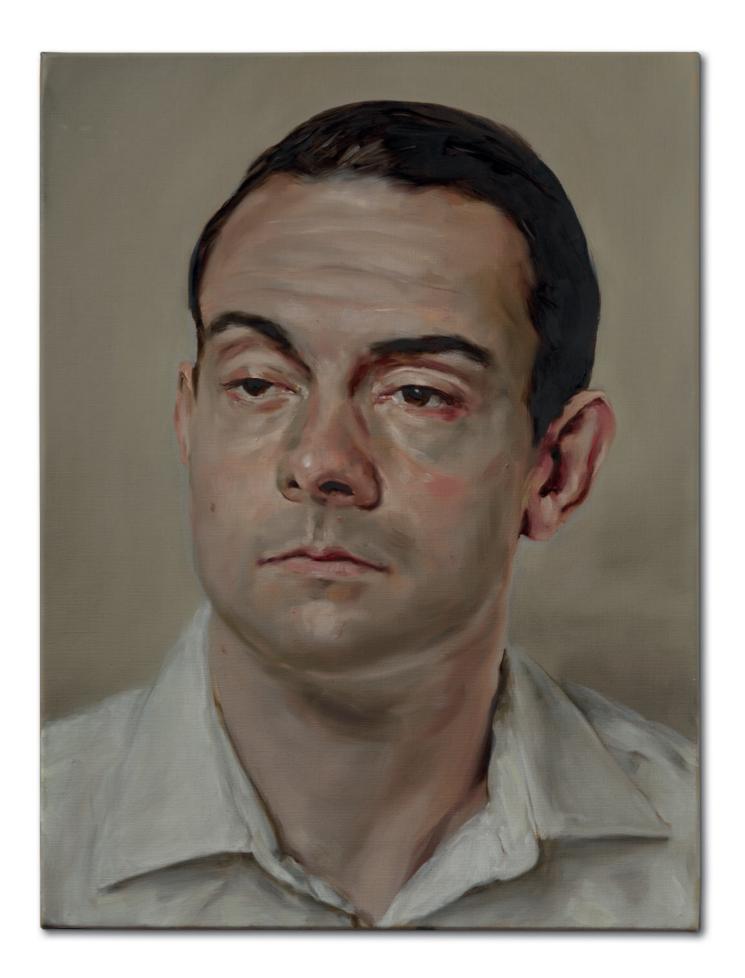
US\$420,000-690,000 €350,000-580,000

## PROVENANCE:

David Zwirner, New York.
Private Collection.
David Zwirner, London.
Acquired from the above by the present owner.

## **EXHIBITED:**

New York, David Zwirner, *Michaël Borremans Horse Hunting*, 2006 (illustrated in colour on the cover; illustrated in colour, unpaged).



# $\lambda$ \*35 **DAMIEN HIRST (B. 1965)**

## Penitent

signed, num silver, paint

signed, numbered and dated 'D. Hirst 3/3 MMXI' (to the underside)

143/8 x 93/8 x 95/8 in. (36.5 x 23.9 x 24.6 cm.)

Executed in 2011, this work is number three from an edition of three plus two artist's proofs.

£,350,000-450,000 US\$490,000-620,000 €410,000-520,000

## PROVENANCE:

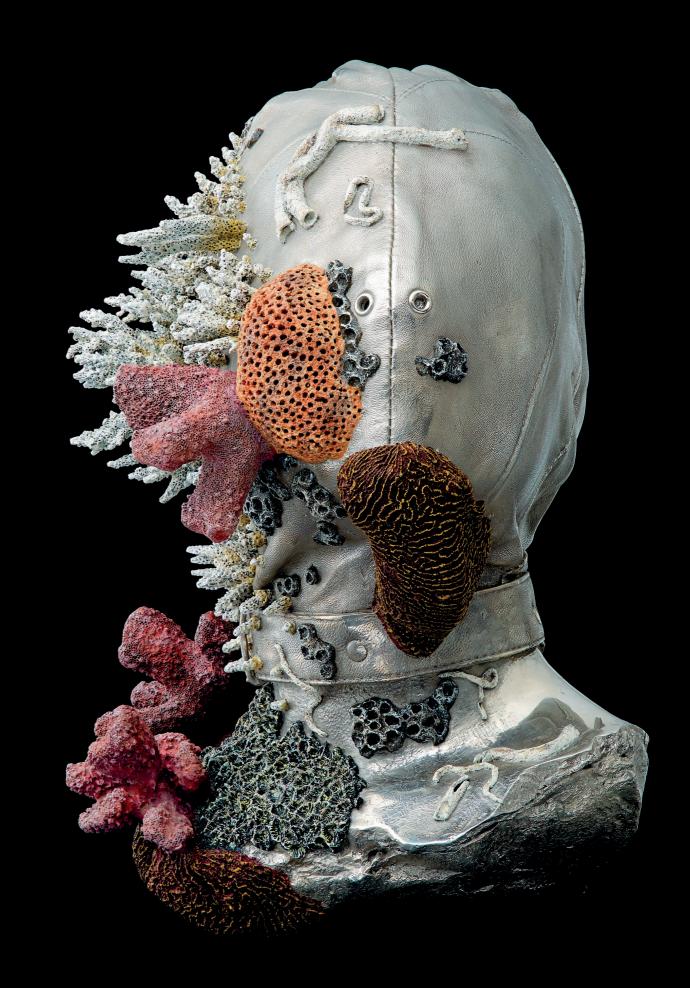
Gagosian Gallery, London.

Corporate Collection (acquired from the above in 2016).

Acquired from the above by the present owner.

## **EXHIBITED:**

Venice, Palazzo Grassi, *Treasures from the Wreck of the Unbelievable*, 2017 (another from the edition exhibited and illustrated in colour, pp. 170, 324 and 402).



## PROPERTY FROM AN IMPORTANT ASIAN PRIVATE COLLECTION

# \*36 ANDY WARHOL (1928-1987)

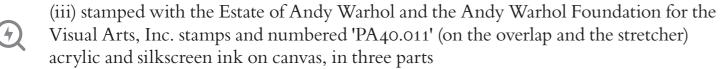
# Three Self-Portraits



(i) stamped with the Estate of Andy Warhol and the Andy Warhol Foundation for the Visual Arts, Inc. stamps and numbered 'PA40.006' (on the overlap and the stretcher)



(ii) stamped with the Estate of Andy Warhol and the Andy Warhol Foundation for the Visual Arts, Inc. stamps and numbered 'PA40.012' (on the overlap and the stretcher) (iii) stamped with the Estate of Andy Warhol and the Andy Warhol Foundation for the



each: 12 x 12in. (30.5 x 30.5cm.)

Executed in 1986

£1,200,000-1,800,000 US\$1,700,000-2,500,000 €1,400,000-2,100,000

## **PROVENANCE:**

The Andy Warhol Foundation for the Visual Arts,

New York.

Private Collection.

Anon. sale, Sotheby's London, 5 February 2009,

lot 13

Acquired at the above sale by the present owner.







## PROPERTY FROM AN IMPORTANT PRIVATE COLLECTION

# \*37 PHILIP GUSTON (1913-1980)

## Untitled

acrylic on panel 30 x 32in. (76.2 x 81.3cm.) Painted in 1968



£800,000-1,200,000

•

US\$1,200,000-1,700,000 €930,000-1,400,000

## PROVENANCE:

The Estate of Philip Guston, New York.

David McKee Inc., New York.

Private Collection.

Hauser & Wirth, Zurich.

Acquired from the above by the present owner in 2016.

## LITERATURE:

B. Schwabsky, "The Real Situation": Philip Guston and Mark Rothko at the End of the Sixties, in *Arts Magazine*, December 1986 (illustrated in colour, p. 47). M. Mayer, *Philip Guston*, London 2021, p. 63 (illustrated in colour, p. 62). The Guston Foundation, *The Philip Guston Catalogue Raisonné*, digital, ongoing, no. P68.020 (illustrated in colour).



# λ\*38 ANTONIO SAURA (1930-1998)

Crucifixion Rouge (Red Crucifixion)

£250,000-350,000 US\$350,000-490,000

€290,000-410,000

## PROVENANCE:

Pierre Matisse Gallery, New York.
Private Collection, Switzerland.
Acquired from the above by the present owner.

## **EXHIBITED:**

New York, Pierre Matisse Gallery, *Antonio Saura: Recent Paintings*, 1964, no. 12 (illustrated, unpaged).

Paris, Artcurial, *Antonio Saura: Oeuvres 1958-1964 / Collection Pierre Matisse*, 1991, p. 39, no. 16 (illustrated in colour, p. 21).

New York, Jason McCoy Inc., *Antonio Saura: Paintings from the Sixties*, 1991 (illustrated in colour, unpaged).

Bern, Kunstmuseum Bern, *Antonio Saura: Die Retrospektive*, 2012–2013, no. 200 (illustrated in colour, p. 285). This exhibition later travelled to Wiesbaden, Museum Wiesbaden.

## LITERATURE:

- B. García, *SAURA*, Madrid 2006, p. 74 (illustrated in colour, p. 75).
- O. Weber-Caflisch (ed.), *Antonio Saura: por sí mismo*, Barcelona 2009, p. 398, no. 10 (illustrated in colour, p. 97).
- O. Weber-Caflisch and B. Dieterle (eds.), *Antonio Saura: Über Sich Selbst*, Ostfildern 2012, p. 401, no. 10 (illustrated in colour, p. 165).

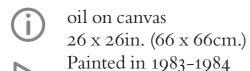
This work will be included in the forthcoming Antonio Saura Catalogue Raisonné des Peintures, currently being prepared by the Antonio Saura Foundation Archives and is registered under CRUT@OWC.2.1962.



## PROPERTY OF A DISTINGUISHED EUROPEAN COLLECTOR

# λ\*39 FRANK AUERBACH (B. 1931)

# Head of Debbie Ratcliff II





US\$630,000-900,000 €530,000-750,000

## PROVENANCE:

Marlborough Fine Art, London. Private Collection, Massachusetts (acquired from the above in 1984).

Anon. sale, Christie's London, 30 June 2009, lot 25.

Marlborough Fine Art, London. Acquired from the above by the present owner in 2013.

## **EXHIBITED:**

Venice, XLII Biennale di Venezia, British Pavilion, *Frank Auerbach: Paintings and Drawings* 1977-1985, 1986, p. 31 (illustrated in colour, p. 49). Hamburg, Kunstverein, *Frank Auerbach*, 1986– 1987, p. 81, no. 36 (illustrated in colour, p. 71). This exhibition later travelled to Essen, Museum Folkwang.

Madrid, Museo Nacional Centro de Arte Reina Sofía, *Frank Auerbach: Retrospectiva*, 1954-1985, 1987, no. 36 (illustrated in colour, p. 67).

## LITERATURE:

R. Hughes, *Frank Auerbach*, London 1990, p. 231, no. 75 (illustrated in colour, p. 114). *Frank Auerbach: Paintings and Drawings*, exh. cat., London, Royal Academy of Arts, 2001, fig. 20 (illustrated in colour, p. 30). W. Feaver, *Frank Auerbach*, New York 2009, no. 504 (illustrated in colour, p. 295).



# λ\*40 LEON KOSSOFF (1926-2019)

Here Comes The Diesel, Early Summer



oil on board 54¼ x 48in. (137.5 x 122cm.) Painted in 1987



£400,000-600,000



US\$560,000-830,000 €470,000-700,000

1, -, - - , -

## PROVENANCE:

Anthony d'Offay Gallery, London. Saatchi Collection, London.

Anon. sale, Sotheby's London, 2 December 1993, lot 45.

Private Collection, Scotland.

Anon. sale, Sotheby's London, 23 June 2004, lot 7. Acquired at the above sale by the present owner.

## **EXHIBITED:**

London, Anthony d'Offay Gallery, *Leon Kossoff*, 1988 (illustrated in colour, unpaged).

Glasgow, McLellan Galleries, *Glasgow's Great British Art Exhibition*, 1990, p. 90 (illustrated in colour, p. 91; titled 'Here Comes the Diesel' and dated '1988').

Venice, XLVI Venice Biennale, British Pavilion, Leon Kossoff: Recent Paintings, 1995–1996, pp. 32 and 79 (illustrated in colour, p. 33). This exhibition later travelled to Dusseldorf, Kunstverein für die Rheinlande und Westfalen and Amsterdam, Stedelijk Museum.

London, Tate Gallery, *Leon Kossoff*, 1996, p. 166, no. 66 (illustrated in colour, p. 121).

## LITERATURE:

A. Hicks, *New British Art in the Saatchi Collection*, London 1989, p. 71, no. 62 (illustrated in colour). R. Cork, 'City of the Heart', in *The Times*, 27 May 1995.

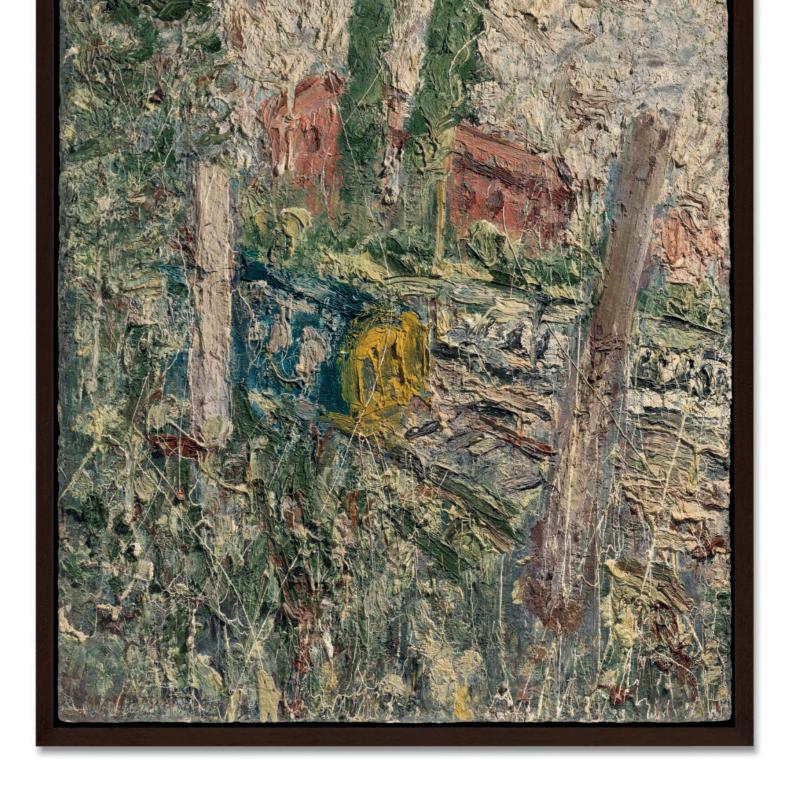
D. Sylvester, *Leon Kossoff: Werke 1986–1994*, Dusseldorf 1995 (illustrated in colour, p. 22; titled 'Here Comes the Diesel').

D. Cohen, 'Kossof's Doubt', in *Art in America*,
December 1995, p. 70 (illustrated in colour, p. 67).
J. Hyman, 'Leon Kossoff', in *Tate Magazine*,
Summer 1996 (illustrated in colour, p. 25).
C. Rendell, 'Leon Kossoff', in *Contemporary Art*,
vol. 3, no. 4, Summer 1996, p. 74 (illustrated in colour, p. 73).

A. Rose (ed.), *Leon Kossoff: London Landscapes*, exh. cat., London, Annely Juda Fine Art, 2013–2014 (illustrated in colour, p. 23).

A. Dempsey, L. Norman and J. Wullschlager (eds.), *Leon Kossoff: A London Life*, exh. cat., London, Piano Nobile, 2019, p. 8.

Thanks to Andrea Rose, editor of the forthcoming Catalogue Raisonné of Leon Kossoff's Paintings, due to be published by Modern Art Press in Summer 2021.



# \*41 **ALBERT MARQUET (1875-1947)**

Paris, Quai du Louvre, Soleil d'hiver

signed 'Marquet' (lower right)
oil on canvas
25¾ x 32 in. (65.1 x 81 cm.)
Painted *circa* 1906

£400,000-600,000 US\$560,000-830,000 €470,000-700,000

## PROVENANCE:

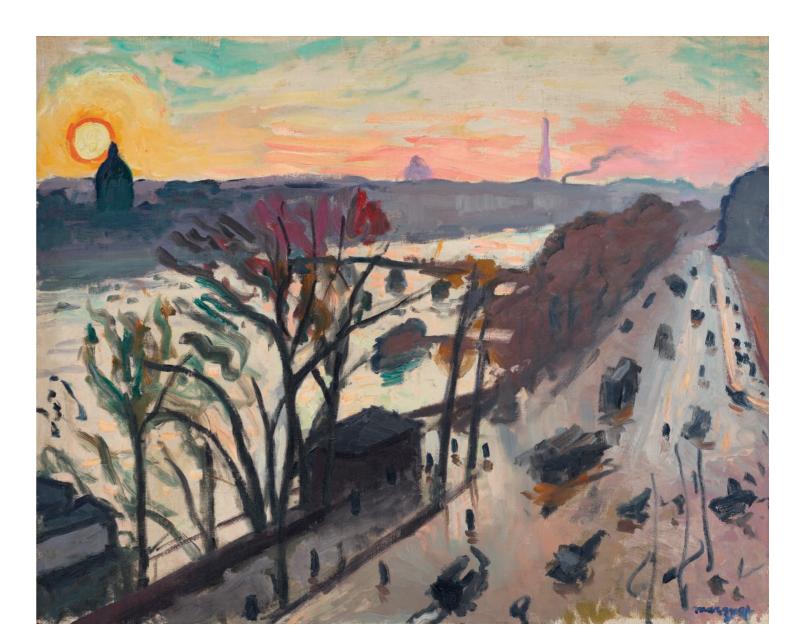
Galerie Druet, Paris (no. 3631), by whom acquired directly from the artist (titled 'Vue de Paris'). Pieter Van der Velde, Le Havre, by whom acquired from the above on 21 October 1908. (Probably) Edouard Jean Le Général Réquin, Paris, by descent from the above; sale, Hôtel Drouot, Paris, 14 October 1942, lot 61 (titled 'Pont des arts').

Private collection, Paris, by whom acquired at the above sale.

Galerie Schmit, Paris, by 1967. Private Collection, Switzerland, by whom acquired from the above on 30 January 1974; sale, Sotheby's, New York, 13 November 2018, lot 179. Acquired at the above sale by the present owner.

This work is accompanied by an original Attestation of Inclusion from the Wildenstein Institute, and it will be included in the forthcoming Albert Marquet Digital Catalogue Raisonné, currently being prepared under the sponsorship of the Wildenstein Plattner Institute, Inc.

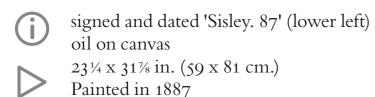
**FULL LOT DETAILS** 

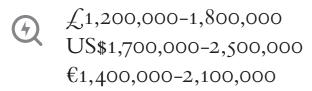


## PROPERTY FROM A DISTINGUISHED PRIVATE FRENCH COLLECTION

# 42 ALFRED SISLEY (1839-1899)

## La route de Veneux





## PROVENANCE:

Mme Henri Goldet, Paris. Jacqueline du Vivier du Fay-Solignac, Paris, by descent from the above, and thence by descent to the present owner.

## **EXHIBITED:**

Paris, Galerie Durand-Ruel, *Alfred Sisley*, May – September 1957, no. 57, n.p.

## LITERATURE:

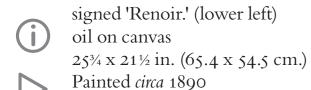
F. Daulte, *Alfred Sisley, Catalogue raisonné de l'œuvre peint*, Lausanne, 1959, no. 654, n.p. (illustrated).

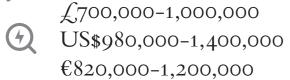
The Comité Sisley has confirmed the authenticity of this work. This painting will be included in the new edition of the catalogue raisonné of Alfred Sisley by François Daulte, being prepared at the Galerie Brame & Lorenceau by the Comité Sisley.



# \*43 PIERRE-AUGUSTE RENOIR (1841-1919)

# Femme au jardin





## **PROVENANCE:**

O'Hana Gallery, London.

The Lefevre Gallery (Alex Reid & Lefevre, Ltd.), London.

S. Kaye, London, by whom acquired from the above in 1943.

The Lefevre Gallery (Alex Reid & Lefevre, Ltd.), London, by whom acquired from the above in 1950.

Mr & Mrs Louis Dreyfus, New York and Coral Gables, Florida, by whom acquired from the above in April 1952.

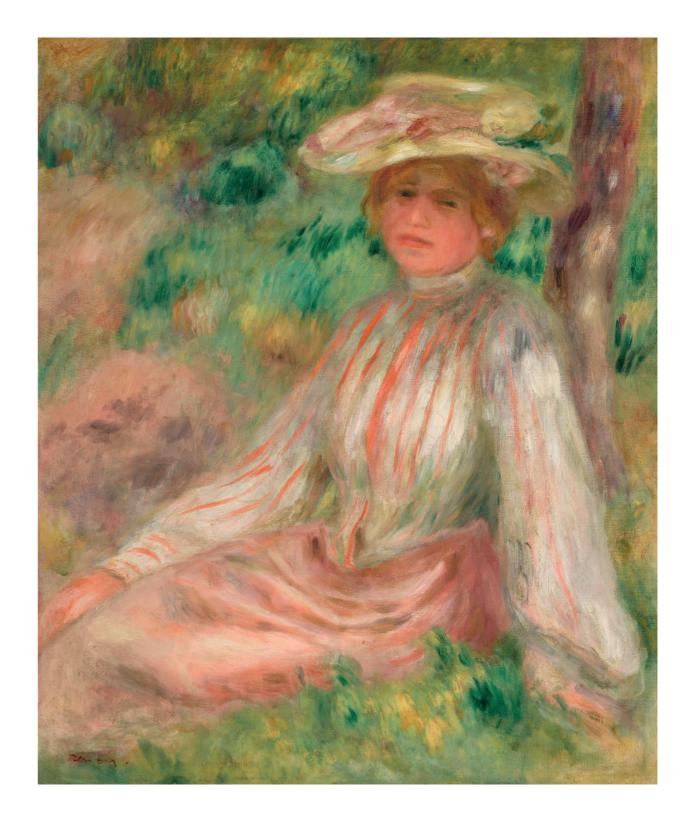
Milena Jurzykowski, New York, by whom acquired from the above in February 1969. Metropolitan Museum of Art, New York, by bequest from the above in 1971; sale, Sotheby's, New York, 13 November 2018, lot 134. Acquired at the above sale by the present owner.

## **EXHIBITED:**

London, The Lefevre Gallery, *Renoir*, June 1948, no. 19 (titled 'Fillette au jardin').
London, The Lefevre Gallery, *XIX Century French Masters*, June – July 1949, no. 30, p. 14 (titled 'Fillette au jardin').

This work will be included in the forthcoming *Pierre-Auguste Renoir Digital Catalogue Raisonné*, currently being prepared under the sponsorship of the Wildenstein Plattner Institute, Inc.

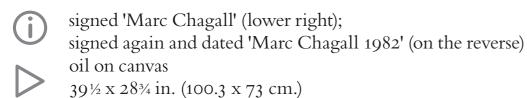
This work will be included in the second supplement to the *Catalogue raisonné des tableaux*, *pastels*, *dessins et aquarelles de Renoir* being prepared by Guy-Patrice and Floriane Dauberville.



## PROPERTY FROM AN IMPORTANT PRIVATE EUROPEAN COLLECTION

# $\lambda^*44$ MARC CHAGALL (1887-1985)

# Le couple aux deux bouquets



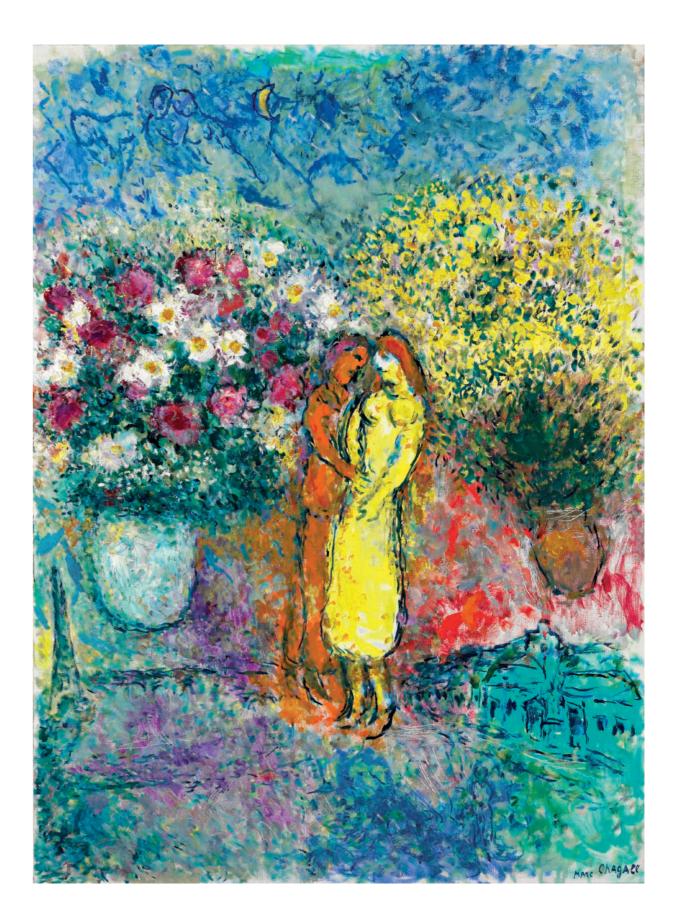
£,1,000,000-1,500,000 US\$1,400,000-2,100,000 €1,200,000-1,700,000

## PROVENANCE:

Painted in 1982

J.F. Gobbi Galerie d'Art, Neuchâtel. Private Collection, United States, by whom acquired from the above *circa*2000; sale, Christie's, New York, 13 May 2016, lot 1287. Acquired at the above sale by the present owner.

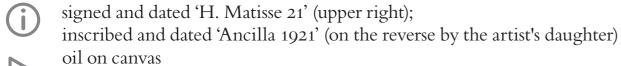
The Comité Marc Chagall has confirmed the authenticity of this work.

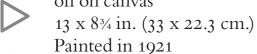


PROPERTY OF A PRIVATE BRITISH COLLECTOR

# $\lambda_{45}$ HENRI MATISSE (1869-1954)

Vénitienne (en buste) or Ancilla





£550,000-750,000 US\$770,000-1,000,000 €640,000-870,000

## PROVENANCE:

Marguerite Matisse (the artist's daughter), a gift from the artist, after 1923.
Ralph & Mary Harman Booth, Grosse Pointe, Michigan, by 1931.
Mrs William D. Vogel, Milwaukee, by descent from the above, and thence by descent; sale, Sotheby's, London, 5 February 2013, lot 37.

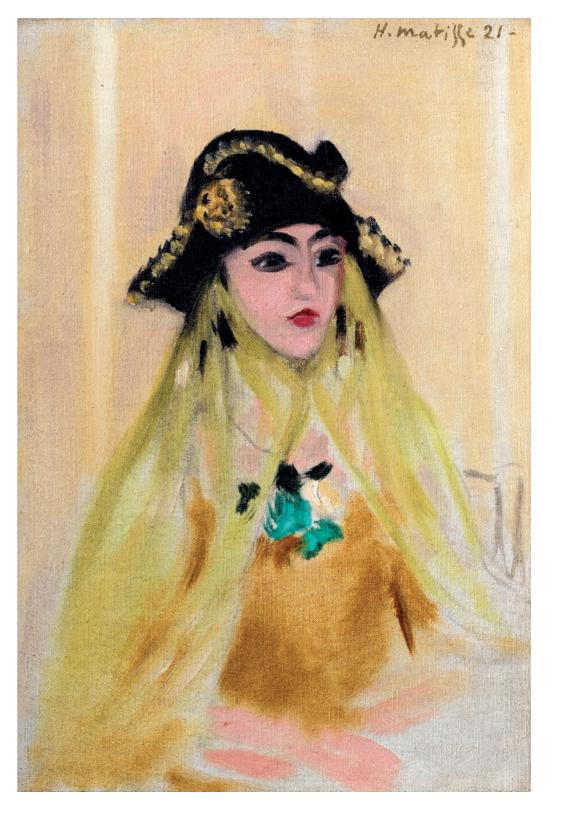
## LITERATURE:

'XLVII Peintures de Henri Matisse' in *Les Cahiers d'aujourd'hui*, Paris, 1923, no. 43 (illustrated; titled 'Ancilla').

Acquired at the above sale by the present owner.

G.-P. & M. Dauberville, *Matisse*, vol. II, Paris, 1995, no. 566, p. 1134 (illustrated; dated '1923').

Georges Matisse has confirmed the authenticity of this work.



# λ\*46 CONSTANTIN BRANCUSI (1867-1957)

Profil de femme au chignon (Princesse Marie Bonaparte)

signed 'C. Brancusi' (lower left); signed again 'C. Brancusi' (lower right)
India ink, graphite and watercolour on board

21 x 16¼ in. (53.5 x 41.3 cm.)

Executed in 1912

£300,000-500,000 US\$420,000-690,000

€350,000-580,000

## PROVENANCE:

Theodore Schempp & Co., New York.
M. Knoedler & Co., Inc., New York.
Mrs Henry Ford II, Grosse Pointe Farms,
Michigan, by whom probably acquired from
the above.

Mrs Anne McDonnell Ford (formerly Mrs Henry Ford II); sale, Christie's, London, 28 June 1968, lot 16 (titled 'Princesse').

Waddington Galleries, Ltd., London, by whom acquired at the above sale.

Anonymous sale, Sotheby's, New York, 16 May 1984, lot 126.

Galerie de France, Paris.

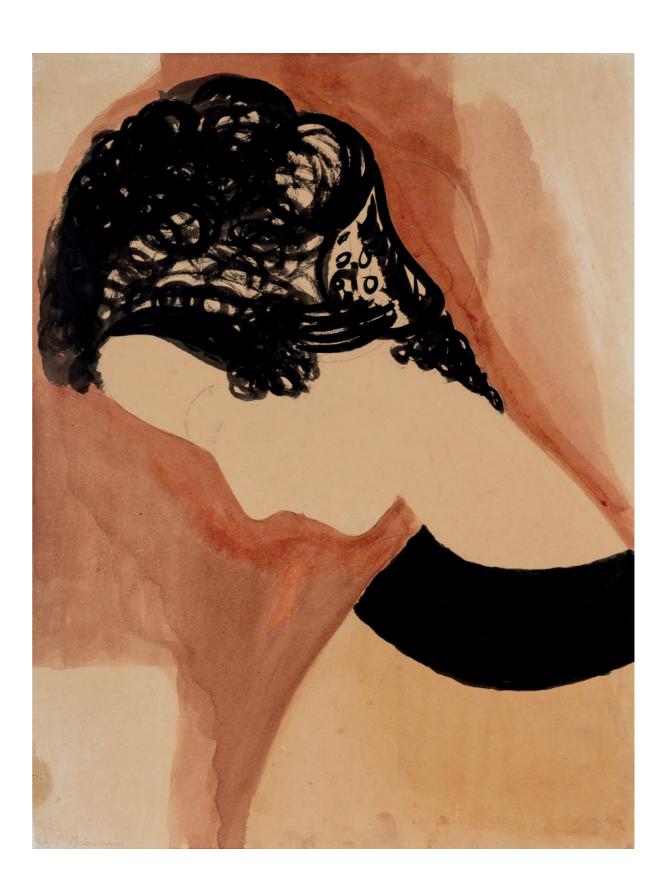
Private Collection, Paris & London, by whom acquired from the above.

Acquired from the above by the present owner.

## **EXHIBITED:**

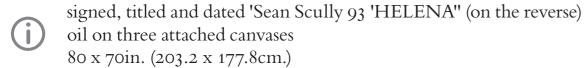
Paris, Galerie de France, *Delicatesse de Brancusi*, June - July 1985, no. 6 (illustrated; titled 'Princesse' and dated '1913-1914'); this exhibition later travelled to Lugano, Gallerie Peter Coray, September - October 1985.

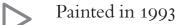
Margit Rowell has confirmed the authenticity of this work.



# $\lambda$ 47 SEAN SCULLY (B. 1945)

## Helena





£700,000-1,000,000

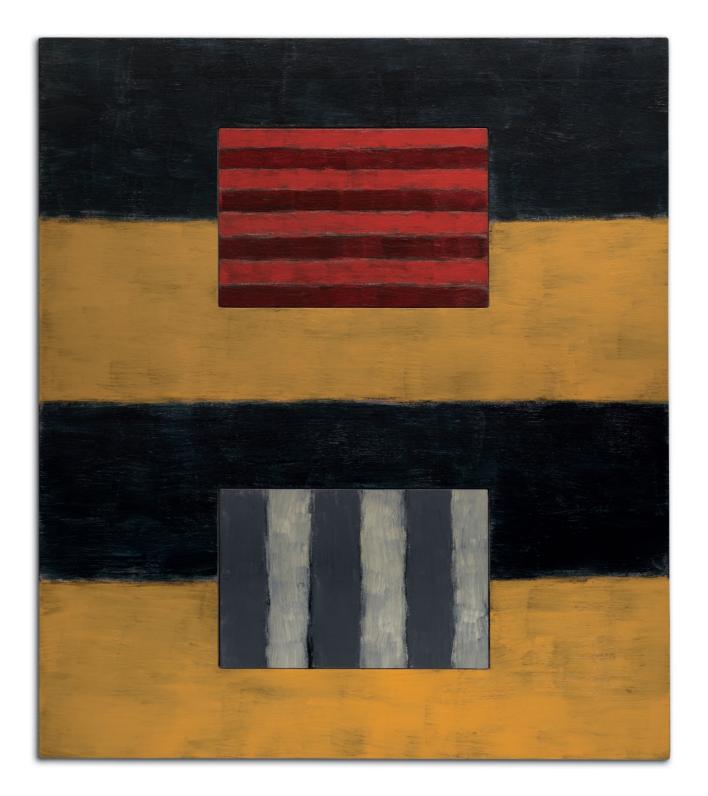
US\$980,000-1,400,000 €820,000-1,200,000

## PROVENANCE:

Waddington Gallery, London.
Sean Kelly Gallery, New York.
Private Collection, USA.
Antony Meier Fine Art, California.
Private Collection, California.
Timothy Taylor Gallery, London.
Acquired from the above by the present owner in 2014.

## LITERATURE:

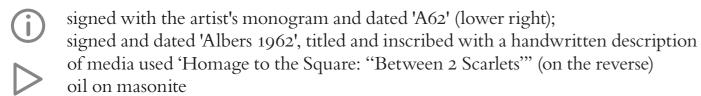
Sean Scully, exh. cat., Bologna, Galerie d'Arte Moderna, 1996, p. 102 (illustrated in colour).

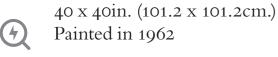


## PROPERTY FROM AN IMPORTANT GERMAN COLLECTION

# <sup>1</sup>48 **JOSEF ALBERS (1888-1976)**

Homage to the Square: Between 2 Scarlets





£800,000-1,200,000 US\$1,200,000-1,700,000 €930,000-1,400,000

## PROVENANCE:

Sidney Janis Gallery, New York.
Private Collection, Dallas.
Private Collection, New York.
Galerie Denise René Hans Mayer, Dusseldorf.
Acquired from the above by the present owner in 1985.

## **EXHIBITED:**

New York, Sidney Janis Gallery, Paintings by Josef Albers, 1970.

Madrid, Fundación Juan March, MAXImin:

Maximum Minimization in Contemporary Art, 2008.

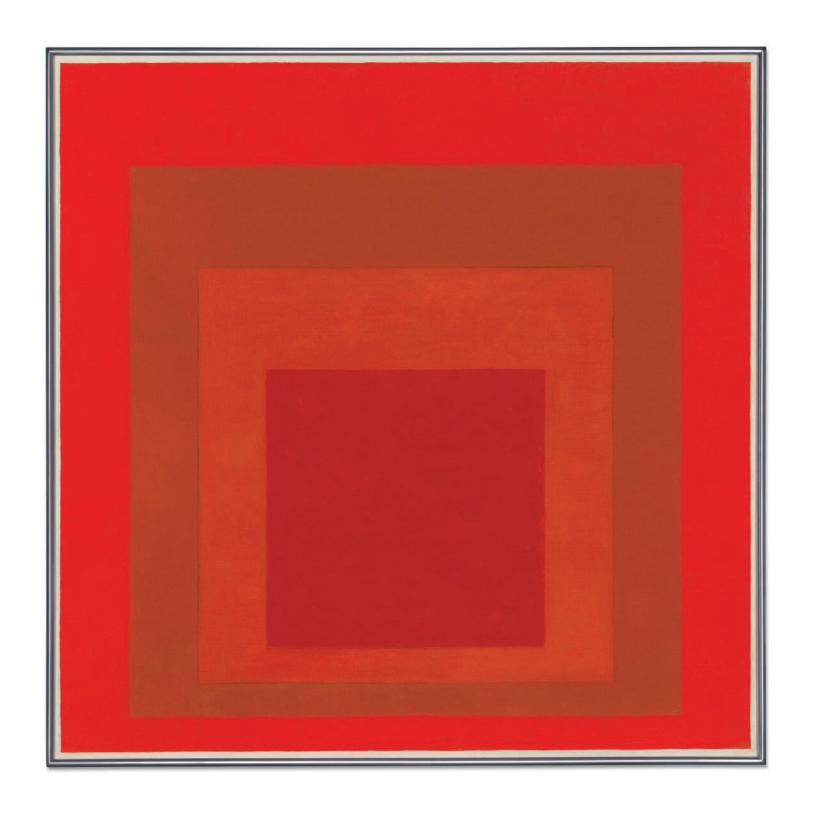
Berlin, Haus Huth, Minimalism Germany 1960s, 2012.

Brescia, Museo di Santa Giulia, From Albers To

Brescia, Museo di Santa Giulia, From Albers To Warhol (To Now), 2013.

The work is registered in the catalogue raisonné of the paintings of Josef Albers as 1962.1.6.

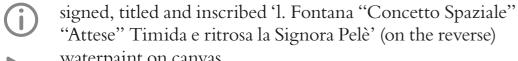
In addition to the hammer price, a Buyer's Premium (plus VAT) is payable. Other taxes and/or an Artist Resale Royalty fee are also payable if the lot has a tax or  $\lambda$  symbol. Check the Conditions of Sale at christies.com.

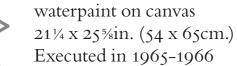


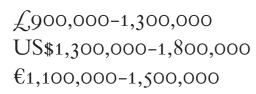
## PROPERTY FROM A DISTINGUISHED PRIVATE EUROPEAN COLLECTION

# $\lambda^*49$ LUCIO FONTANA (1899-1968)

# Concetto Spaziale, Attese







## **PROVENANCE:**

Private Collection, London (acquired directly from the artist in 1962 and thence by descent). Anon. sale, Christie's London, 6 April 1989, lot 611.

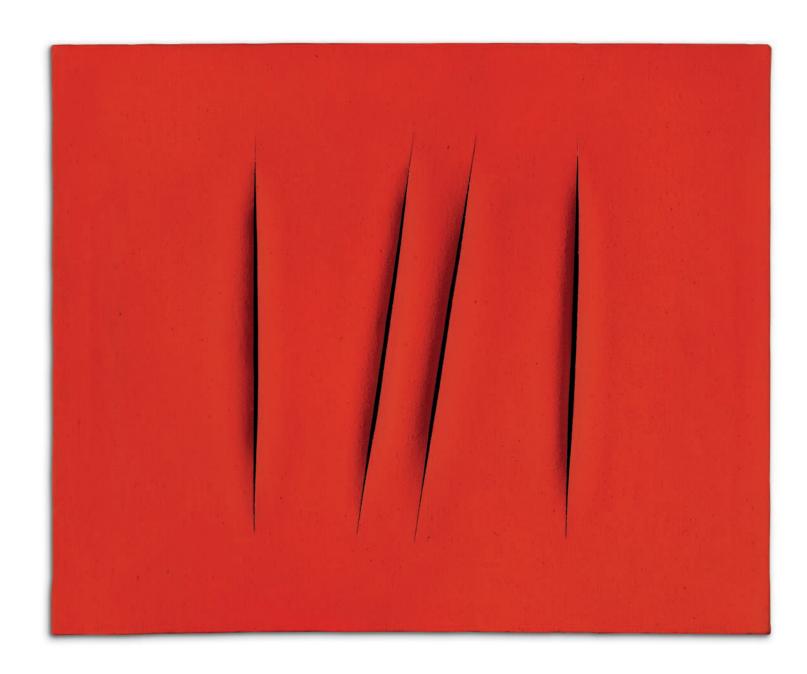
Acquired at the above sale by the present owner.

## LITERATURE:

E. Crispolti, Lucio Fontana. Catalogo ragionato di sculture, dipinti, ambientazioni, Milan 2006, vol. II, no. 65-66 T 30 (illustrated, p. 822).



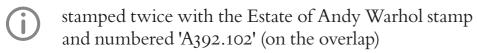
Check the Conditions of Sale at christies.com.



## PROPERTY FROM AN IMPORTANT EUROPEAN COLLECTION

# \*50 ANDY WARHOL (1928-1987)

# Dollar Sign



acrylic on canvas 20 x 16in. (50.8 x 40.6cm.) Painted in 1981

£,300,000-400,000 US\$420,000-560,000 €350,000-460,000

## PROVENANCE:

Private Collection, Milan.
Cardi Gallery, Milan.
Acquired from the above by the present owner in 2012.



PROPERTY FROM THE ESTATE OF LORD JACOBS

# **51 ROY LICHTENSTEIN (1923-1997)**

Cup and Saucer II



signed, numbered and dated '2/3 Roy Lichtenstein '77' (on the base) painted bronze



 $43\frac{3}{4}$  x  $25\frac{3}{4}$  x 10in. (111.1 x 65.4 x 25.4cm.) Executed in 1977, this work is number two from an edition of three.

£450,000-650,000 US\$630,000-900,000 €530,000-750,000

## PROVENANCE:

Leo Castelli Inc., New York.
The Mayor Gallery, London.
Acquired by Lord Jacobs in 1977, and thence by descent to the present owner.

## **EXHIBITED:**

London, The Mayor Gallery, *Roy Lichtenstein Sculpture*, 1977, no. 2 (illustrated in colour, unpaged).

## LITERATURE:

J. Cowart, *Lichtenstein: Roy Lichtenstein 1970-1980*, London 1981 (illustrated in colour, p. 151). *ROY LICHTENSTEIN*, exh. cat., London, Tate Gallery, 1993 (installation view illustrated, p. 12). J. Rondeau and S. Wagstaff (eds.), *Roy Lichtenstein: A Retrospective*, exh. cat., Chicago, The Art Institute of Chicago, 2012–2013 (installation view illustrated, p. 355).

This work will be included in the forthcoming catalogue raisonné being prepared by the Roy Lichtenstein Foundation.



# $\lambda$ 52 ANISH KAPOOR (B. 1954)

Monochrome (Black/Cobalt Blue)

signed and dated 'Anish Kapoor 2015' (on the reverse) fibreglass and paint 73 1/8 x 73 1/8 x 15 3/4 in. (187 x 187 x 40cm.) Executed in 2015

£,400,000-600,000 US\$560,000-830,000 €470,000-700,000

## PROVENANCE:

Galleria Continua, San Gimignano. Acquired from the above by the present owner in 2015.

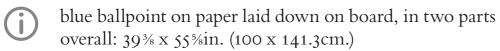
## **EXHIBITED:**

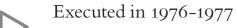
San Gimignano, Galleria Continua, *Anish Kapoor: Descension*, 2015.

## BETWEEN ABSTRACTION AND REALITY: WORKS FROM AN IMPORTANT PRIVATE COLLECTION

# λ\*53 **ALIGHIERO BOETTI (1940-1994)**

# Immaginando tutto (Imagining everything)





£140,000-180,000

US\$200,000-250,000 €170,000-210,000

## PROVENANCE:

Galerie Kaess-Weiss, Stuttgart. Galerie Krohn, Badenweiler. Acquired from the above by the present owner in 1997.

## **EXHIBITED:**

Frankfurt, Museum für Moderne Kunst, *Alighiero Boetti: Mettere al mondo il mondo*, 1998, pp. 230 and 331 (illustrated in colour, p. 157).

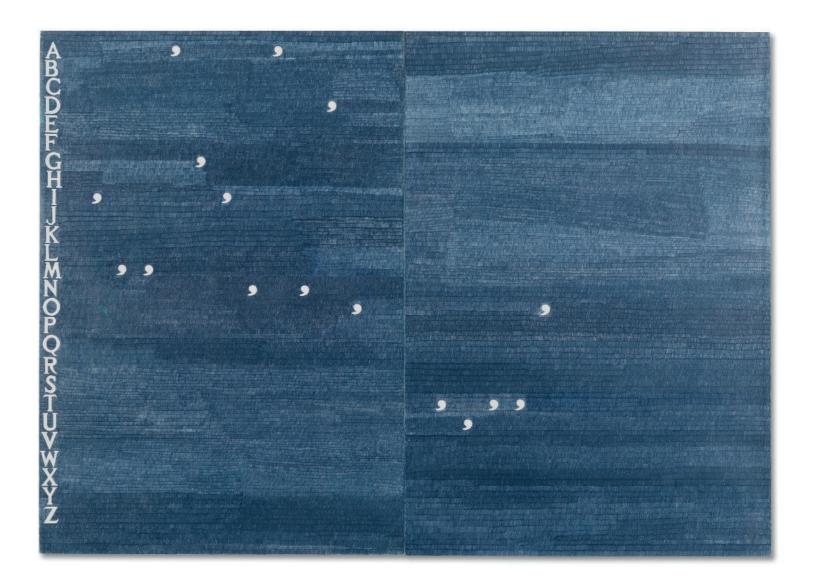
## LITERATURE:

J. C. Ammann, *Alighiero Boetti, Catalogo generaleTomo secondo*, Milan 2012, p. 419, no. 849 (illustrated in colour, p. 249).

This work is registered in the Archivio Alighiero Boetti, Rome, under no. 2287, and is accompanied by a certificate of authenticity.

**LOT ESSAY** 

In addition to the hammer price, a Buyer's Premium (plus VAT) is payable. Other taxes and/or an Artist Resale Royalty fee are also payable if the lot has a tax or  $\lambda$  symbol. Check the Conditions of Sale at christies.com.



# $\lambda^*$ 54 HEINZ MACK (B. 1931)

Three Wings of Light

signed and dated 'Mack 72' (lower right) aluminium on wood 78¾ x 47¼in. (200 x 120cm.)

Executed in 1972

£120,000-160,000 US\$170,000-220,000 €140,000-190,000

## PROVENANCE:

Galerie Denise René Hans Mayer, Dusseldorf. Acquired from the above by the present owner *circa*1973.

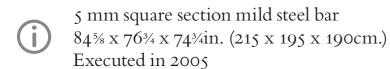
## LITERATURE:

D. Honisch, *Mack Sculptures: 1953-1986*, Dusseldorf 1987, p. 513, no. 955.



# **λ55 ANTONY GORMLEY (B. 1950)**

# Feeling Material XVII



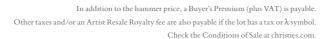
£,250,000-350,000 US\$350,000-490,000 €290,000-410,000

## PROVENANCE:

Galerie Thaddaeus Ropac, Salzburg. Acquired from the above by the present owner in 2006.

## LITERATURE:

M. Mack (ed.), *Antony Gormley*, Göttingen 2007 (illustrated in colour, p. 531).



# λ\*56 **GLENN BROWN (B. 1966)**

## Petrushka



oil, acrylic and plaster on steel armature and vitrine sculpture:  $49\frac{1}{4} \times 23\frac{5}{8} \times 23\frac{5}{8}$  in. (125 x 60 x 60cm.) overall:  $85\frac{1}{4} \times 29 \times 29\frac{1}{8}$  in. (216.5 x 73.7 x 74cm.) Executed in 2000–2002

£150,000-250,000 US\$210,000-350,000 €180,000-290,000

## PROVENANCE:

Galerie Max Hetzler, Berlin.
The David Teiger Collection, New Jersey (acquired from the above in 2004).
Their sale, Sotheby's London, 5 October 2018, lot 17.
Acquired at the above sale by the present owner.

## **EXHIBITED:**

London, Tate Britain, *Turner Prize*, 2000–2001 (titled 'Untitled').

Berlin, Galerie Max Hetzler, *Glenn Brown*, 2002. London, Serpentine Gallery, *Glenn Brown*, 2004, pp. 62 and 107 (illustrated in colour, p. 63). Liverpool, Tate Liverpool, *Glenn Brown*, 2009, pp. 152 and 171 (illustrated in colour, p. 153). This exhibition later travelled to Turin, Fondazione Sandretto Re Rebaudengo.



# **20 CENTURY** WE ARE ALL WARRIORS

THE BASQUIAT AUCTION

# **CONDITIONS OF SALE FOR LOT 1 ONLY**

HONG KONG | 23 MARCH 2021 9.00pm HKT/1.00pm GMT

CHRISTIE'S

christies.com/basquiat

## HIGH VALUE LOT PRE-REGISTRATION

UE LOT (I.E., ALL LOTS OF OUR MODERN AND CONTEMPORARY ART EVENING SALE, AND IN RESPECT OF OTHER CATEGORIES OF LOTS, A LOT THE LOW ESTIMATE OF WHICH IS HK\$8,000,000 OR ABOVE), YOU ARE INVITED TO COMPLETE THE HIGH VALUE LOT PRE-REGISTRATION. PLEASE NOTE THE POINTS BELOW IN ORDER TO ASSIST YOU WITH THE PRE-REGISTRATION AND PAY-MENT PROCESS.

- · After you have successfully registered as a bidder with Christie's, you should complete the High Value Lot pre-registration before the date of sale through the Bid Department or on the date of sale in the High Value Lot pre-registration area.
- Unless otherwise agreed by us, you will be permitted to bid for High Value Lots only if Christie's has confirmed your payment of deposit and your completion of the High Value Lot pre-registration before
- IF YOU ARE INTERESTED IN ANY HIGH VAL- Upon the pre-registration, you should pay a deposit equivalent to the higher of HK\$1,600,000, and 20% or more of the aggregate of the low estimate of all lots you intend to bid for. You will need to pay such deposit by way of wire transfer or credit card(s) acceptable to Christie's for the prospective nurchase(s) Please note that Christie's does not accept payment from third parties. This also applies
  - · If you are not successful in any bid and do not owe Christie's or Christie's group of companies any debt, the deposit will be refunded to you by way of wire transfer or such other methods as determined by Christie's. Please make sure that you provide your bank details in the pre-registration form. If you require payment other than in Hong Kong dollars, we shall charge you for any currency costs incurred and shall not be liable for any exchange rate loss. The exchange rate as provided to us by the bank on the date of exchange is final and binding on you. While we will arrange to refund the deposit to you within seven days after the date of sale, we do not guarantee when you will receive the payment as the timefor banks to process a fund transfer or refund
- · Upon successful pre-registration, you will be given a numbered High Value Lot paddle for identification purpose. The auctioneer will usually only accept bids made with the High Value Lot paddle or by its registered bidder. This applies to saleroom, telephone and absentee bids.
- · Christie's has the right to change the High Value Lot pre-registration procedures and requirements from time to time without notice.

For further details, please contact our Client Services Department at + 852 2760 1766 or visit www.christies.com/highvaluelots.

## 高額拍賣品預先登記

如閣下擬競投高額拍賣品(即佳士得現代及當代藝術 晚間拍賣之所有拍賣品與其他類別拍賣低估價為港幣 8.000.000元或以上之拍賣品),必須辦理高額拍賣品 預先登記。為方便閣下辦理預先登記及付款手續,請注

- 在登記成為佳士得競投人士後, 須於拍賣日期前通過 投標部辦理高額拍賣品預先登記,或於拍賣當日往高 額拍賣品預先登記處辦理預先登記。
- 除非另得本公司同意,否則只能於佳士得確認閣下拍 賣前已付清保證金及完成高額拍賣品預先登記後,方 可競投高額拍賣品。
- •辦理預先登記時,閣下須以電匯方式或佳士得接受之 信用卡繳付港幣1,600,000元或閣下擬競投全部拍賣 品低估價總額之20%或以上(以較高者為準)作為保 證金。請注意佳十得恕不接受第三方代付之款項。此. 亦適用於代理人。
- 若閣下未能成功競投任何拍賣品,於佳士得或佳士得 公司集團亦無任何欠款,保證金將以電匯方式或佳士 得決定之其他方式退還閣下。請確保於預先登記表格 上提供閣下之銀行資料詳情。若閣下須以港元以外貨

幣付款,本公司將收取因而產生之貨幣費用,概不承 擔有關匯兌虧損。匯兌當天銀行提供之匯率應為最終 匯率, 並對關下且約束力。雖然本公司將安排於拍賣 日期後七日內退還保證金,惟不同銀行處理匯款或退 款所需時間各有差異,佳士得對閣下何時收到有關款 **項不作保證**。

- 成功辦理預先登記後,閣下將獲發高額拍賣品競投 牌,以資識別。拍賣官一般只接受以高額拍賣品競投 牌或其註冊競投人士作出之競投。此亦適用於拍賣現 **愠、雷話及書面競投**。
- 佳士得有權不時變更高額拍賣品預先登記程序及規定 而毋須作出任何涌知

如欲了解詳情,請致電+85227601766與本公司客 戶服務部聯絡或瀏覽www.christies.com/highvalue-

## CONDITIONS OF SALE • BUYING AT CHRISTIE'S

### CONDITIONS OF SALE

These Conditions of Sale and the Important Notices and Explanation of Cataloguing Practice set out the terms on which we offer the lots listed in this catalogue for sale. By registering to bid and/or by bidding at auction you agree to these terms, so you should read them carefully before doing so. You will find a glossary at the end explaining the meaning of the words and expressions coloured in **bold**.

Unless we own a lot ( $\Delta$  symbol), Christie's acts as agent

### A BEFORE THE SALE

### 1 DESCRIPTION OF LOTS

(a) Certain words used in the catalogue description have special meanings. You can find details of these on the page headed "Important Notices and Explanation of Cataloguing Practice" which forms part of these terms You can find a key to the Symbols found next to certain catalogue entries under the section of the catalogue called "Symbols Used in this Catalogue".

(b) Our description of any lot in the catalogue, any condition report and any other statement made by us (whether orally or in writing) about any lot, including about its nature or **condition**, artist, period, materials, approximate dimensions or provenance are our opinion and not to be relied upon as a statement of fact. We do not carry out in-depth research of the sort carried out by professional historians and scholars. All dimensions and weights are approximate only.

### 2 OUR RESPONSIBILITY FOR OUR DESCRIPTION OFLOTS

We do not provide any guarantee in relation to the nature of a lot apart from our authenticity warranty contained in paragraph E2 and to the extent provided in paragraph I

### 3 CONDITION

(a) The condition of lots sold in our auctions can vary widely due to factors such as age, previous damage, restoration, repair and wear and tear. Their nature means that they will rarely be in perfect condition. Lots are sold "as is" in the condition they are in at the time of the sale, without any representation or warranty or assumption of liability of any kind as to condition by Christie's or by the

(b) Any reference to condition in a catalogue entry or in a condition report will not amount to a full description of condition, and images may not show a lot clearly. Colours and shades may look different in print o on screen to how they look on physical inspection. Condition reports may be available to help you evaluate the condition of a lot. Condition reports are provided free of charge as a convenience to our buyers and are for guidance only. They offer our opinion but they may not refer to all faults, inherent defects, restoration, alteration or adaptation because our staff are not professional restorers or conservators. For that reason they are not an alternative to examining a lot in person or taking your own professional advice. It is your responsibility to ensure that you have requested, received and considered any

## 4 VIEWING LOTS PRE-AUCTION

(a) If you are planning to bid on a lot, you should inspect it personally or through a knowledgeable representative before you make a bid to make sure that you accept the description and its **condition**. We recommend you get your own advice from a restorer or other professional

(b) Pre-auction viewings are open to the public free of charge. Our specialists may be available to answer questions at pre-auction viewings or by appointment.

### 5 ESTIMATES

Estimates are based on the condition, rarity, quality and provenance of the lots and on prices recently paid at auction for similar property. Estimates can chain Neither you, nor anyone else, may rely on any **estimates** as a prediction or guarantee of the actual selling price of a lot or its value for any other purpose. Estimates do not include the **buver's premium** or any applicable taxes. Estimates may be shown in different currencies from that of the saleroom for guidance only. The rate of exchange used in our printed catalogues is fixed at the latest practical date prior to the printing of the catalogue and may have changed by the time of our sale.

### 6 WITHDRAWAL

Christie's may, at its option, withdraw any lot at any time prior to or during the sale of the lot. Christie's has no iability to you for any decision to withdraw.

### **JEWELLERY**

(a) Coloured gemstones (such as rubies, sapphires and emeralds) may have been treated to improve their look, hrough methods such as heating and oiling. These methods are accepted by the international jewellery trade but may make the gemstone less strong and/or require special care over time.

(b) All types of gemstones may have been improved by some method. You may request a gemmological report for any item which does not have a report if the request is made to us at least three weeks before the date of the auction and you pay the fee for the report.

c) We do not obtain a gemmological report for every gemstone sold in our auctions. Where we do get gemmological reports from internationally accepted mological laboratories, such reports will be described n the catalogue. Reports from American gemmological laboratories will describe any improvement or treatment to the gemstone. Reports from European gemmological laboratories will describe any improvement or treatment only if we request that they do so, but will confirm when no improvement or treatment has been made. Because of differences in approach and technology, laboratories may not agree whether a particular gemstone has been treated, the amount of treatment or whether treatment s permanent. The gemmological laboratories will only report on the improvements or treatments known to the boratories at the date of the report.

(d) For jewellery sales, estimates are based on the information in any gemmological report or, if no report is available, assume that the gemstones may have been reated or enhanced.

### 8 WATCHES & CLOCKS

(a) Almost all clocks and watches are repaired in their lifetime and may include parts which are not original. We do not give a warranty that any individual component part of any watch or clock is authentic. Watchbands described as "associated" are not part of the original watch and may not be **authentic**. Clocks may be sold without pendulums, weights or keys.

(b) As collectors' watches and clocks often have very fine and complex mechanisms, a general service, change of battery or further repair work may be necessary, for which you are responsible. We do not give a warranty that any watch or clock is in good working order. Certificates are not available unless described in the catalogue.

(c) Most watches have been opened to find out the type and quality of movement. For that reason, watches with water resistant cases may not be waterproof and we recommend you have them checked by a competent watchmaker before use.

Important information about the sale, transport and shipping of watches and watchbands can be found in paragraph H2(f)

## **B REGISTERING TO BID**

### NEW BIDDERS

a) If this is your first time bidding at Christie's or you are a returning bidder who has not bought anything from any of our salerooms within the last two years you must register at least 48 hours before an auction to give us enough time to process and approve your registration. We may, at our option, decline to permit you to register as a pidder. You will be asked for the following:

 for individuals: Photo identification (driving licence. national identity card or passport) and, if not shown on the ID document, proof of your current address (for example, a current utility bill or bank statement):

ii) for corporate clients: Your Certificate of Incorporation or equivalent document(s) showing your name and registered address, photo ID copy of the authorized pidder, letter of authorization duly signed by legal representative and, where applicable, chopped with company stamp and together with documentary proof of directors and beneficial owners;

iii) for trusts, partnerships, offshore companies and other business structures, please contact us in advance to discuss our requirements.

(b) We may also ask you to give us a financial reference and/or a deposit as a condition of allowing you to bid. For nelp, please contact our Client Services Department on

+852 2760 1766.

### RETURNING BIDDERS

We may at our option ask you for current identification as described in paragraph B1(a) above a financial reference or a deposit as a condition of allowing you to bid. If you have not bought anything from any of our salerooms i the last two years or if you want to spend more than on previous occasions, please contact our Bids Department on+852 2978 9910 or email to bidsasia@christies.com.

### IF YOU FAIL TO PROVIDE THE RIGHT DOCUMENTS

If in our opinion you do not satisfy our bidder identification and registration procedures including, but not limited to completing any anti-money laundering and/or anti-terrorism financing checks we may require to our satisfaction, we may refuse to register you to bid, and if you make a successful bid, we may cancel the contract for sale between you and the seller. Christie's may, at its option, specify the type of photo identification it will accept, for the purposes of bidder identification and registration procedures.

### BIDDING ON BEHALF OF ANOTHER PERSON

(a) As authorised bidder: If you are bidding on behalf of another person, that person will need to complete the registration requirements above before you can bid, and supply a signed letter authorising you to bid for him/her. (b) As agent for an undisclosed principal: If you are bidding as an agent for an undisclosed principal (the ultimate buyer(s)), you accept personal liability to pay the purchase price and all other sums due. Further, you warrant that:

(i) you have conducted appropriate customer due diligence on the ultimate buyer(s) of the lot(s) in accordance with any and all applicable anti-money laundering and sanctions laws, consent to us relying on this due diligence, and you will retain for a period of not less than 5 years the documentation and records evidencing the due diligence;

(ii) you will make such documentation and records evidencing your due diligence promptly available for immediate inspection by an independent third-party auditor upon our written request to do so. We will not disclose such documentation and records to any thirdparties unless (1) it is already in the public domain, (2) it is required to be disclosed by law, or (3) it is in accordance with anti-money laundering laws;

(iii) the arrangements between you and the ultimate buyer(s) are not designed to facilitate tax crimes;

(iv) you do not know, and have no reason to suspect, that the funds used for settlement are connected with, the proceeds of any criminal activity or that the ultimate buyer(s) are under investigation, charged with or convicted of money laundering, terrorist activities or other money laundering predicate crimes.

A bidder accepts personal liability to pay the purchase price and all other sums due unless it has been agreed n writing with Christie's before commencement of the auction that the bidder is acting as an agent on behalf of a named third party acceptable to Christie's and that Christie's will only seek payment from the named third

### 5 BIDDING IN PERSON

If you wish to bid in the saleroom you must register for numbered bidding paddle at least 30 minutes before the auction. For help, please contact the Client Services Department on +852 2760 1766.

## BIDDING SERVICES

The bidding services described below are a free service offered as a convenience to our clients and Christie's is not responsible for any error (human or otherwise), omission or breakdown in providing these services.

## (A) PHONE BIDS

Your request for this service must be made no later than 24 hours prior to the auction. We will accept bids by telephone for lots only if our staff are available to take the bids. Telephone bids cannot be accepted for lots estimated below HK\$30,000. If you need to bid in a language other than in English, you must arrange this well before the auction. We may record telephone bids. By bidding on the telephone, you are agreeing to us ecording your conversations. You also agree that you telephone bids are governed by these Conditions of

### (B) INTERNET BIDS ON CHRISTIE'S LIVE™

For certain auctions we will accept bids over the Internet. Please visit www.christies.com/li and click on the 'Bid Live' icon to see details of how to watch, hear and bid at the auction from your computer. As well as these Conditions of Sale, internet bids are governed by the Christie's LIVE™ terms of use which are available on https://www.christies.com/LiveBidding/

### (C) WRITTEN BIDS

You can find a Written Bid Form at the back of our catalogues, at any Christie's office or by choosing the sale and viewing the lots online at www.christies.com. We must receive your completed Written Bid Form at least 24 hours before the auction. Bids must be placed in the currency of the saleroom. The **auctioneer** will take reasonable steps to carry out written bids at the lowest possible price, taking into account the reserve. If you make a written bid on a lot which does not have a reserve and there is no higher bid than yours, we will bid on your behalf at around 50% of the low estimate or, if lower, the amount of your bid. If we receive written bids on a lot for identical amounts, and at the auction these are the highest bids on the lot, we will sell the lot to the bidder whose written bid we received

## **C CONDUCTING THE SALE**

### 1 WHO CAN ENTER THE AUCTION

We may, at our option, refuse admission to our premises or decline to permit participation in any auction or to reject any bid.

### 2 RESERVES

Unless otherwise indicated, all lots are subject to a reserve. We identify lots that are offered without reserve with the symbol . next to the lot number. The reserve cannot be more than the lot's low estimate.

### 3 AUCTIONEER'S DISCRETION

The auctioneer can at his sole option

(a) refuse any bid;

(b) move the bidding backwards or forwards in any way he or she may decide, or change the order of the lots;

(c) withdraw any lot:

(d) divide any lot or combine any two or more lots:

(e) reopen or continue the bidding even after the hammer

(f) in the case of error or dispute related to bidding and whether during or after the auction, continue the bidding. etermine the successful bidder, cancel the sale of the lot, or reoffer and resell any lot. If you believe that the auctioneer has accepted the successful bid in error. you must provide a written notice detailing your claim within 3 business days of the date of the auction. The auctioneer will consider such claim in good faith. If the auctioneer, in the exercise of his or her discretion under this paragraph, decides after the auction is complete, to cancel the sale of a lot, or reoffer and resell a lot, he or she will notify the successful bidder no later than by the end of the 7th calendar day following the date of the auction. The auctioneer's decision in exercise of this discretion is final This paragraph does not in any way prejudice Christie's ability to cancel the sale of a lot under any other applicable provision of these Conditions of Sale, including the rights of cancellation set forth in sections B(3), E(2)(i), F(4), and

### 4 RIDDING

The auctioneer accepts bids from:

(a) bidders in the saleroom;

(b) telephone bidders, and internet bidders through 'Christie's LIVE™ (as shown above in Section B6): and (c) written bids (also known as absentee bids or

commission bids) left with us by a bidder before the

## BIDDING ON BEHALF OF THE SELLER

The auctioneer may, at his or her sole option, bid on behalf of the seller up to but not including the amount of the reserve either by making consecutive bids or by making bids in response to other bidders. The auctioneer will not identify these as bids made on behalf of the seller and will not make any bid on behalf of the seller at or above the reserve. If lots are offered without reserve, the auctioneer vill generally decide to open the bidding at 50% of the low estimate for the lot. If no bid is made at that level, the auctioneer may decide to go backwards at his or her sole option until a bid is made, and then continue up from that amount. In the event that there are no bids on a lot the auctioneer may deem such lot unsold.

### 6 BID INCREMENTS

Bidding generally starts below the low estimate and increases in steps (bid increments). The auctioneer will decide at his or her sole option where the bidding should shown for guidance only on the Written Bid Form at the back of this catalogue.

### CURRENCY CONVERTER

The saleroom video screens, Christies LIVE™ and Christie's website may show bids in some other major currencies from that of the saleroom. Any conversion is for guidance only and we cannot be bound by any rate of exchange used by Christie's. Christie's is not responsible for any error human or otherwise), omission or breakdown in providing these services

### 8 SUCCESSEUL BIDS

Unless the auctioneer decides to use his or her discretion as set out in paragraph C3 above, when the auctioneer's hammer strikes, we have accepted the last bid. This means a contract for sale has been formed between the seller and the successful bidder. We will issue an invoice only to the registered bidder who made the successful bid. While we send out invoices by post and/or email after the auction. we do not accept responsibility for telling you whether or not your bid was successful. If you have bid by written bid, you should contact us by telephone or in person as soon as possible after the auction to get details of the outcome of your bid to avoid having to pay unnecessary storage charges.

### 9 LOCAL BIDDING LAWS

You agree that when bidding in any of our sales that you will strictly comply with all local laws and regulations in force at the time of the sale for the relevant sale site.

### **D THE BUYER'S PREMIUM, TAXES**

### 1 THE BUYER'S PREMIUM

addition to the hammer price, the successful bidder agrees to pay us a buyer's premium on the hammer price of each lot sold. On all lots we charge 25% of the hammer price up to and including HK\$5,000,000, 20% on that part of the **hammer price** over HK\$5,000,000 and up to and including HK\$50,000,000, and 14.5% of that part of the hammer price above HK\$50,000,000.

The successful bidder is responsible for any applicable tax including any VAT, sales or compensating use tax or equivalent tax wherever such taxes may arise on the hammer price and the buyer's premium. It is the buyer's responsibility to ascertain and pay all taxes due. In all circumstances Hong Kong law takes precedence. Christie's nmends you obtain your own independent tax advice. For lots Christie's ships to the United States, a state sales or use tax may be due on the hammer price, buyer's premium and/or any other charges related to the lot, regardless of the nationality or citizenship of the purchase Christie's will collect sales tax where legally required. The applicable sales tax rate will be determined based upon the state, county, or locale to which the lot will be shipped. Successful bidders claiming an exemption from sales tax must provide appropriate documentation to Christie's prior to the release of the lot. For shipments to those states for which Christie's is not required to collect sales. tax, a successful bidder may be required to remit use tax to that state's taxing authorities. Christie's recommends you obtain your own independent tax advice with further

## E WARRANTIES

## SELLER'S WARRANTIES

For each lot, the seller gives a warranty that the seller (a) is the owner of the lot or a joint owner of the lot acting with the permission of the other co-owners or, if the seller is not the owner or a joint owner of the lot, has the permission of the owner to sell the lot, or the right to do so in law: and

(b) has the right to transfer ownership of the lot to the buyer without any restrictions or claims by anyone else. If either of the above **warranties** are incorrect, the seller shall not have to pay more than the purchase price (as defined in paragraph F1(a) below) paid by you to us. The seller will not be responsible to you for any reason for loss of profits or business, expected savings, loss of opportunity interest, costs, damages, other damages or expenses. The seller gives no warranty in relation to any lot other than as set out above and, as far as the seller is allowed by law, all warranties from the seller to you, and all other obligations upon the seller which may be added to this ment by law, are excluded.

## OUR AUTHENTICITY WARRANTY

We warrant, subject to the terms below, that the lots in our sales are authentic (our "authenticity warranty"). If, within 5 years of the date of the auction, you give notice to us that your lot is not authentic, subject to the terms below, we will refund the **purchase price** paid by you. The meaning

start and the bid increments. The usual bid increments are of authentic can be found in the glossary at the end of these Conditions of Sale. The terms of the authenticity

warranty are as follows: (a) It will be honoured for claims notified within a period of 5 years from the date of the auction. After such time, we

will not be obligated to honour the authenticity warranty. (b) It is given only for information shown in **UPPERCASE** type in the first line of the catalogue description (the "Heading"). It does not apply to any information other than in the Heading even if shown in UPPERCASE type

(c) The **authenticity warranty** does not apply to any Heading or part of a Heading which is qualified. Qualified means limited by a clarification in a lot's catalogue description or by the use in a Heading of one of the terms listed in the section titled Qualified Headings on the page of the catalogue headed "Important Notices and Explanation of Cataloguing Practice". For example, use of the term "ATTRIBUTED TO ....." in a Heading means that the lot is in Christie's opinion probably a work by the named artist but no warranty is provided that the lot is the work of the named artist. Please read the full list of Qualified Headings and a lot's full catalogue description before bidding.

(d) The authenticity warranty applies to the Heading as amended by any Saleroom Notice.

(e) The authenticity warranty does not apply where scholarship has developed since the auction leading to a change in generally accepted opinion. Further, it does not apply if the **Heading** either matched the generally accepted opinion of experts at the date of the sale or drew attention to any conflict of opinion.

(f) The authenticity warranty does not apply if the lot can only be shown not to be authentic by a scientific process which, on the date we published the catalogue, was not available or generally accepted for use, or which was unreasonably expensive or impractical, or which was likely to have damaged the **lot**.

The benefit of the authenticity warranty is only available to the original buyer shown on the invoice for the lot issued at the time of the sale and only if, on the date of the notice of claim, the original buyer is the full owner of the lot and the lot is free from any claim, interest or restriction by anyone else. The benefit of this authenticity warranty may not be transferred to anvone else.

(h) In order to claim under the authenticity warranty you

(i) give us written notice of your claim within 5 years of the date of the auction. We may require full details and supporting evidence of any such claim;

(ii) at Christie's option, we may require you to provide the written opinions of two recognised experts in the field of the lot mutually agreed by you and us in advance confirming that the lot is not authentic. If we have any doubts, we reserve the right to obtain additional opinions at our expense; and

(iii) return the lot at your expense to the saleroom from which you bought it in the **condition** it was in at the time

(i) Your only right under this authenticity warranty is to cancel the sale and receive a refund of the purchase price paid by you to us. We will not, in any circumstances, be required to pay you more than the purchase price nor will we be liable for any loss of profits or business, loss of opportunity or value, expected savings or interest, costs,

damages, other damages or expenses (i) Books. Where the lot is a book, we give an additional warranty for 14 days from the date of the sale that if on collation any lot is defective in text or illustration, we will refund your purchase price, subject to the following

(a) This additional warranty does not apply to

(i) the absence of blanks, half titles, tissue guards or advertisements, damage in respect of bindings, stains, spotting, marginal tears or other defects not affecting completeness of the text or illustration:

(ii) drawings, autographs, letters or manuscripts, signed photographs, music, atlases, maps or periodicals;

(iii) books not identified by title

) lots sold without a printed estimate;

books which are described in the catalogue as sold not subject to return; or (vi) defects stated in any condition report or announced at

(b) To make a claim under this paragraph you must give

written details of the defect and return the **lot** to the sale room at which you bought it in the same condition as at the time of sale, within 14 days of the date of the sale. South East Asian Modern and Contemporary Art

and Chinese Calligraphy and Painting. In these categories, the authenticity warranty does not apply because current scholarship does not permit the making of definitive statements. Christie's does, however, agree to cancel a sale in either of these two

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categories of art where it has been proven the lot is a forgery. Christie's will refund to the original buyer the purchase price in accordance with the terms of Christie's authenticity warranty, provided that the original buyer gives us written notice of the claim within twelve (12) months of the date of the auction. We may require full details and supporting evidence of any such claim. Such evidence must be satisfactory to us that the **lot** is a forgery in accordance with paragraph E2(h)(ii) above and the **lot** must be returned to us in accordance with E2h(iii) above. Paragraphs E2(b), (c), (d), (e), (f) and (g) and (i) also apply to a claim under these categories

## Chinese, Japanese and Korean artefacts (excluding Chinese, Japanese and Korean calligraphy, paintings, prints, drawings and

n these categories, paragraph E2 (b) - (e) above shall be amended so that where no maker or artist is identified, the authenticity warranty is given not only for the Heading but also for information regarding date or period shown in **UPPERCASE type** in the second line of the catalogue description (the "Subheading"). Accordingly, all references to the Heading in paragraph E2 (b) - (e) above shall be read as references to both the **Heading** and the **Subheading**.

### F PAYMENT

1 HOW TO PAY
(a) Immediately following the auction, you must pay the purchase price being:

the **hammer price**; and

(ii) the **buver's premium**; and

(iii) any duties, goods, sales, use, compensating or service

Payment is due no later than by the end of the 7th calendar day following the date of the auction (the "due date").

(b) We will only accept payment from the registered bidder. Once issued, we cannot change the buyer's name on an invoice or re-issue the invoice in a different name. You must pay immediately even if you want to export the lot and you need an export licence.

You must pay for lots bought at Christie's in Hong Kong in the currency stated on the invoice in one of the

(i) Christie's is pleased to offer clients the option of viewing voices, paying and arranging shipping online through MyChristie's. To log in, or if you have yet to create an online account, please go to: www.christies.com/MyChristies. While this service is available for most lots, payment and shipping must be arranged offline for some items. Please contact Post-Sale Services directly to coordinate. (ii) Wire transfer

You must make payments to:

Head Office 1 Queen's Road, Central, Hong Kong Account No. 062-305438-001 Account Name: Christie's Hong Kong Limited SWIFT: HSBCHKHHHKH

### (iii) Credit Card.

We accept most major credit cards subject to certain conditions. We accept payments in person by credit card up to HK\$1,000,000 per auction sale although conditions and restrictions apply. China Union Pay is accepted with no limits on amounts. To make a 'cardholder not present' (CNP) payment, we accept payment up to HK\$1.000.000 per auction sale. CNP payments cannot be accepted by all salerooms and are subject to certain restrictions. Details of the conditions and restrictions applicable to credit card payments are available from our Post-Sale Services Department, whose details are set out in paragraph (d)

We accept cash subject to a maximum of HKD80,000 per buyer per year at our Post-Sale Services Department only subject to conditions).

(v) Banker's draft

You must make these payable to Christie's Hong Kong Limited and there may be conditions.

(vi) Cheque

You must make cheques payable to Christie's Hong Kong Limited. Cheques must be from accounts in Hong Kong dollar from a Hong Kong bank.

(d) You must quote the sale number, your invoice number and client number when making a payment, All payments sent by post must be sent to: Christie's, Post-Sale Services Department, 22nd Floor Alexandra House, 18 Chater Road, Central, Hong Kong.

(e) For more information please contact our Post-Sale Services Department by phone on +852 2760 1766 or email to postsaleasia@christies.com.

### 2 TRANSFERRING OWNERSHIP TO YOU

You will not own the lot and ownership of the lot will not pass to you until we have received full and clear payment of the **purchase price**, even in circumstances where we have released the **lot** to the buyer.

### 3 TRANSFERRING RISK TO YOU

The risk in and responsibility for the **lot** will transfer to you from whichever is the earlier of the following:

When you collect the lot: or

on the resale:

(b) At the end of the 30th day following the date of the auction or, if earlier, the date the lot is taken into care by a third party warehouse unless we have agreed otherwise

### 4 WHAT HAPPENS IF YOU DO NOT PAY

If you fail to pay us the purchase price in full by the due date, we will be entitled to do one or more of the ollowing (as well as enforce our rights under paragraph F5 and any other rights or remedies we have by law): (i) to charge interest from the due date at a rate of 7% a year above the 3-MONTH HIBOR rate from time to time

on the unpaid amount due; (ii) we can cancel the sale of the lot. If we do this, we may sell the lot again, publically or privately on such terms we shall think necessary or appropriate, in which case you must pay us any shortfall between the **purchase price** and the proceeds from the resale. You must also pay all costs, expenses, losses, damages and legal fees we have to pay or may suffer and any shortfall in the seller's commission

we can pay the seller an amount up to the net proceeds payable in respect of the amount bid by your default in which case you acknowledge and understand that Christie's will have all of the rights of the seller to pursue you for such amounts;

(iv) we can hold you legally responsible for the purchase price and may begin legal proceedings to recover it gether with other losses, interest, legal fees and costs as far as we are allowed by law:

we can take what you owe us from any amounts which e or any company in the Christie's Group may owe you (including any deposit or other part-payment which you have paid to us);

(vi) we can, at our option, reveal your identity and contact details to the seller:

(vii) we can reject at any future auction any bids made you or on your behalf or to obtain a deposit from you before accepting any bids:

to exercise all the rights and remedies of a person holding security over any property in our possession owned by you, whether by way of pledge, security interest or in any other way as permitted by the law of the place where such property is located. You will be deemed to have granted such security to us and we may retain such property as collateral security for your obligations to us; and

(ix) we can take any other action we see necessary or appropriate.

(b) If you owe money to us or to another Christie's Group company, we can use any amount you do pay, including any deposit or other part-payment you have made to us, or which we owe you, to pay off any amount you owe to us or another **Christie's Group** company for any transaction. (c) If you make payment in full after the **due date**, and

we choose to accept such payment we may charge you storage and transport costs from the date that is 31 calendar days following the auction in accordance with paragraphs Gd(i) and (ii). In such circumstances paragraph Gd(iv) shall apply.

### KEEPING YOUR PROPERTY

f you owe money to us or to another Christie's Group company, as well as the rights set out in F4 above, we can use or deal with any of your property we hold or which is held by another Christie's Group company in any way we are allowed to by law. We will only release your property to you after you pay us or the relevant Christie's Group company in full for what you owe. However, if we choose, we can also sell your property in any way we think appropriate. We will use the proceeds of the sale against any amounts you owe us and we will pay any amount left from that sale to you. If there is a shortfall, you must pay us any difference between the amount we have received from

### **G COLLECTION AND STORAGE**

the sale and the amount you owe us.

(a) We ask that you collect purchased lots promptly

following the auction (but note that you may not collect any lot until you have made full and clear payment of all amounts due to us).

(b) For information on collecting lots, Please contact Christie's Post-Sale Services Department on +852 2760 1766 / Email: postsaleasia@christies.com

(c) If you do not collect any lot promptly following the auction we can, at our option, remove the lot to another Christie's location or an affiliate or third party warehouse (d) If you do not collect a lot by the end of the 30th day following the date of the auction, unless otherwise agreed in writing:

(i) we will charge you storage costs from that date.

ii) we can, at our option, move the lot to or within an affiliate or third party warehouse and charge you transport costs and administrative fees for doing so.

(iii) we may sell the lot in any commercially reasonable way we think appropriate.

(iv) the storage terms which can be found at www.christies. om/storage shall apply.

(v) nothing in this paragraph is intended to limit our rights under paragraph F4.

## H TRANSPORT AND SHIPPING

### TRANSPORT AND SHIPPING

We will enclose a transport and shipping form with each invoice sent to you. You must make all transport and shipping arrangements. However, we can arrange to pack, transport and ship your property if you ask us to and pay the costs of doing so. We recommend that you ask us for an **estimate**, especially for any large items or items of high value that need professional packing before you bid. We may also suggest other handlers, packers, ransporters or experts if you ask us to do so. For more information, please contact Christie's Post-Sale Services on+852 2760 1766 or email to postsaleasia@christies com. We will take reasonable care when we are handling, packing, transporting and shipping a lot. However, if we recommend another company for any of these purposes we are not responsible for their acts, failure to act or

### 2 EXPORT AND IMPORT

Any lot sold at auction may be affected by laws on exports from the country in which it is sold and the import restrictions of other countries. Many countries require a declaration of export for property leaving the country and/or an import declaration on entry of property into the country. Local laws may prevent you from importing a lot r may prevent you selling a lot in the country you impor

We will not be obliged to cancel your purchase and refund the purchase price if your lot may not be exported, imported or it is seized for any reason by a government authority. It is your responsibility to determine and satisfy the requirements of any applicable laws or regulations relating to the export or import of any **lot** you purchase.
(a) You alone are responsible for getting advice about and

meeting the requirements of any laws or regulations which apply to exporting or importing any **lot** prior to bidding. If you are refused a licence or there is a delay in getting one, you must still pay us in full for the lot. We may be able to help you apply for the appropriate licences if you ask us to and pay our fee for doing so. However, we cannot guarantee that you will get one. For more information please contact Christie's Post-Sale Services Department on +852 2760 1766 or email to postsaleasia@christies

(b) You alone are responsible for any applicable taxes tariffs or other government-imposed charges relating to the export or import of the lot. If Christie's exports or imports the **lot** on your behalf, and if Christie's pays these applicable taxes, tariffs or other government-imposed narges, you agree to refund that amount to Christie's.

### (c) Lots made of protected species

Lots made of or including (regardless of the percentage) endangered and other protected species of wildlife are marked with the symbol ~ in the catalogue. This material includes, among other things, ivory, tortoiseshell, crocodile skin, rhinoceros horn, whalebone certain species of coral, and rosewood. You should check the relevant customs laws and regulations before bidding on any lot containing wildlife material if you plan to import

the lot into another country. Several countries refuse to allow you to import property containing these materials, and some other countries require a licence from the relevant regulatory agencies in the countries of exportation as well as importation. In some cases, the lot can only be shipped with an independent scientific confirmation of species and/or age and you will need to obtain these at your own cost. If a lot contains elephant ivory, or any other wildlife material that could be confused

with elephant ivory, (for example, mammoth ivory, walrus vory, helmeted hornbill ivory) please see further important information in paragraph (c) if you are proposing to import the **lot** into the USA. We will not be obliged to cancel your purchase and refund the purchase price if your lot may not be exported, imported or it is seized for any reason by a government authority. It is your responsibility to determine and satisfy the requirements of any applicable laws or regulations relating to the export or import of property containing such protected or regulated material.

## c) US import ban on African elephant ivory

The USA prohibits the import of ivory from the African elephant. Any lot containing elephant ivory or other wildlife material that could be easily confused with elephant ivory (for example, mammoth ivory, walrus ivory helmeted hornbill ivory) can only be imported into the US with results of a rigorous scientific test acceptable to Fish & Wildlife, which confirms that the material is not African elephant ivory. Where we have conducted such rigorous scientific testing on a lot prior to sale, we will make this clear in the lot description. In all other cases, we cannot confirm whether a lot contains African elephant ivory, and you will buy that lot at your own risk and be responsible for any scientific test or other reports required for import into the USA at your own cost. If such scientific test is inconclusive or confirms the material is from the African elephant, we will not be obliged to cancel your purchase and refund the purchase price.

## (d) Lots of Iranian origin

Some countries prohibit or restrict the purchase and/ or import of Iranian-origin "works of conventional craftsmanship" (works that are not by a recognized artist and/or that have a function, for example: carpets, bowls, ewers, tiles, ornamental boxes). For example, the USA prohibits the import of this type of property and its purchase by US persons (wherever located). Other countries, such as Canada, only permit the import of this property in certain circumstances. As a convenience to ouvers. Christie's indicates under the title of a lot if the lot originates from Iran (Persia). It is your responsibility to ensure you do not bid on or import a lot in contravention of the sanctions or trade embargoes that apply to you. (e) Gold

Gold of less than 18ct does not qualify in all countries as gold' and may be refused import into those countries as

### (f) Watches

Many of the watches offered for sale in this catalogue are pictured with straps made of endangered or protected animal materials such as alligator or crocodile. These lots are marked with the symbol  $\Psi$  in the catalogue. These endangered species straps are shown for display nurnoses only and are not for sale. Christie's will remove and retain the strap prior to shipment from the sale site. At some sale sites, Christie's may, at its discretion, make the displayed endangered species strap available to the buyer of the **lot** free of charge if collected in person from sale site within 1 year of the date of the sale. Please check with the department for details on a particular lot.

For all symbols and other markings referred to in paragraph H2, please note that lots are marked as a convenience to you, but we do not accept liability for errors or for failing to mark lots.

## I OUR LIABILITY TO YOU

(a) We give no warranty in relation to any statement made, or information given, by us or our representatives or employees, about any lot other than as set out in the authenticity warranty and, as far as we are allowed by law, all warranties and other terms which may be added to this agreement by law are excluded. The seller's warranties contained in paragraph E1 are their own and we do not have any liability to you in relation to those

(b) (i) We are not responsible to you for any reason (whether for breaking this agreement or any other matter elating to your purchase of, or bid for, any lot) other than in the event of fraud or fraudulent misrepresentation by us or other than as expressly set out in these conditions

(ii) We do not give any representation, warranty or guarantee or assume any liability of any kind in respect of any lot with regard to merchantability, fitness for a particular purpose, description, size, quality, condition, attribution, authenticity, rarity, importance, medium, provenance, exhibition history, literature, or historical elevance. Except as required by local law, any warranty of any kind is excluded by this paragraph.

(c) In particular, please be aware that our written and telephone bidding services, Christie's LIVE™, condition reports, currency converter and saleroom video screens

are free services and we are not responsible to you for any that Christie's also has the right to pursue remedies in error (human or otherwise), omission, breakdown, or delay, unavailability, suspension or termination of any of these

(d) We have no **responsibility** to any person other than a buyer in connection with the purchase of any lot.

(e) If, in spite of the terms in paragraphs (a) to (d) or E2(i) above, we are found to be liable to you for any reason, we shall not have to pay more than the purchase price paid by you to us. We will not be responsible to you for any reason for loss of profits or business, loss of opportunity or value, expected savings or interest, costs, damages, or

### **J OTHER TERMS**

### OUR ABILITY TO CANCEL

n addition to the other rights of cancellation contained in this agreement, we can cancel a sale of a lot if we reasonably believe that completing the transaction is, or may be, unlawful or that the sale places us or the seller under any liability to anyone else or may damage our

### RECORDINGS

We may videotape and record proceedings at any auction. We will keep any personal information confidential except to the extent disclosure is required by law. However, we may, through this process, use or share these recordings with another Christie's Group company and marketing partners to analyse our customers and to help us to tailor our services for buyers. If you do not want to be videotaped, you may make arrangements to make a telephone or written bid or bid on Christie's LIVE™ instead. Unless we agree otherwise in writing, you may not videotape or record proceedings at any auction.

### COPYRIGHT

We own the copyright in all images, illustrations and written material produced by or for us relating to a lot (including the contents of our catalogues unless otherwise noted in the catalogue). You cannot use them without our prior written permission. We do not offer any guarantee that you will gain any copyright or other oduction rights to the lot.

## 4 ENFORCING THIS AGREEMENT

If a court finds that any part of this agreement is not valid or is illegal or impossible to enforce, that part of the agreement will be treated as being deleted and the rest of this agreement will not be affected.

### TRANSFERRING YOUR RIGHTS AND RESPONSIBILITIES

You may not grant a security over or transfer your rights or responsibilities under these terms on the contract of sale with the buyer unless we have given our written permission. This agreement will be binding on your successors or estate and anyone who takes over your rights and responsibilities.

### **TRANSLATIONS**

we have provided a translation of this agreement, we will use the English version in deciding any issues or disputes which arise under this agreement.

### 7 PERSONAL INFORMATION

We will hold and process your personal information and may pass it to another Christie's Group company for use as described in, and in line with, our privacy policy at www.christies.com. If you are a resident of California you can see a copy of our California Consumer Privacy Act statement at https://www.christies.com/about-us/ contact/ccpa.

### WAIVER

No failure or delay to exercise any right or remedy provided under these Conditions of Sale shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of hat or any other right or remedy. LAW AND DISPUTES

### The rights and obligations of the parties with respect to these Conditions of Sale, the conduct of the auction and any matters connected with any of the foregoing shall

be governed and interpreted by the Hong Kong laws 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 accepted these Conditions and submitted, for the benefit of Christie's, to the exclusive jurisdiction of the Hong Kong courts, and also accepted

any other jurisdiction in order to recover any outstanding sums due from the buyer.

### 10 REPORTING ON WWW.CHRISTIES.COM

Details of all lots sold by us, including catalogue descriptions and prices, may be reported on www ties.com. Sales totals are hammer price plus buyer's premium and do not reflect costs, financing fees, or application of buyer's or seller's credits. We regret that we cannot agree to requests to remove these details from

### K GLOSSARY

auctioneer: individual auctioneer and/or Christie's.

authentic : a genuine example, rather than a copy or forgery of

the work of a particular artist, author or manufacturer, if the **lot** is described in the **Heading** as the work of that artist, author or manufacturer:

(ii) a work created within a particular period or culture, if the lot is described in the Heading as a work created during that period or culture;

(iii) a work for a particular origin source if the lot is described in the Heading as being of that origin or

(iv) in the case of gems, a work which is made of a particular material, if the lot is described in the Heading as being made of that material.

authenticity warranty: the guarantee we give in this agreement that a **lot** is **authentic** as set out in section E2 of this agreement.

buyer's premium : the charge the buyer pays us along with the **hammer price**. catalogue description : the description of a lot in the

catalogue for the auction, as amended by any saleroom Christie's Group: Christie's International Plc, its subsidiaries and other companies within its corporate

condition: the physical condition of a lot.

**due date**: has the meaning given to it paragraph F1(a). **estimate**: the price range included in the catalogue or any saleroom notice within which we believe a lot may sell. Low estimate means the lower figure in the range and high estimate means the higher figure. The mid

estimate is the midpoint between the two. hammer price: the amount of the highest bid the auctioneer accepts for the sale of a lot.

**Heading**: has the meaning given to it in paragraph E2. lot: an item to be offered at auction (or two or more items

to be offered at auction as a group). other damages: any special, consequential, incidental or indirect damages of any kind or any damages which fall within the meaning of 'special', 'incidental' or 'consequential' under local law.

purchase price: has the meaning given to it in paragraph

provenance: the ownership history of a lot.

qualified : has the meaning given to it in paragraph E2 and Qualified Headings means the section headed Qualified Headings on the page of the catalogue headed 'Important Notices and Explanation of Cataloguing Practice'

reserve: the confidential amount below which we will not sell a lot.

saleroom notice : a written notice posted next to the lot in the saleroom and on www.christies.com, which is also read to prospective telephone bidders and notified to clients who have left commission hids or an announcement made by the auctioneer either at the beginning of the sale, or before a particular lot is

UPPER CASE type: means having all capital letters. warranty: a statement or representation in which the person making it guarantees that the facts set out in it are correct.

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## 業務規定・買方須知

### 業務規定

業務規定和重要通知及目錄編列方法之說明列明佳士得拍賣 刊載在本目錄中拍賣品的條款。

通過登記競投和 / 或在拍賣會中競投即表示您同意接受這些 條款,因此,您須在競投之前仔細閱讀這些條款。下述粗體 字體詞語的解釋在尾部詞匯表列明。

除非佳士得擁有**拍賣品**所有權(以 Δ 標示 ),佳士得為賣方 (c) 我們不會為每件拍賣的寶石拿取鑒定報告。若我們有從

## A. 拍賣之前

## 1. 拍賣品描述

- (a) 目錄描述部分使用的某些詞匯有特殊意義。詳情請見構 成條款部分的重要通知及目錄編列方法之說明。對目錄 內的標識的解釋,請見本目錄內 " 本目錄中使用的各類
- (b) 本公司在本目錄中對任何**拍賣品**的描述,拍賣品狀况報 告及其它陳述 (不管是口頭還是書面),包括**拍賣品**件 質或**狀况**、藝術家、時期、材料、概略尺寸或**來源**均屬 我們意見之表述,而不應被作為事實之陳述。我們不像 **惠**業的歷史學家及學者那樣淮行深入的研究。所有的尺 寸及重量僅為粗略估計。

### 2. 對於拍賣品描述佳士得所負的責任

我們不對**拍賣品**的性質提供任何保證,除了下述第 E2 段的 **真品保證**以及第1段另有約定。

- 3 狀况
- (a) 在我們拍賣會上拍賣的**拍賣品狀况**可因年代、先前損 壞、修復、修理及損耗等因素而差異甚大。其性質即意 味著幾乎不可能處於完美的**狀况。拍賣品**是按照其在拍 賣之時的情况以"現狀"出售,而且不包括佳士得或賣 方的任何陳述或保證或對於**狀况**的任何形式的責任承
- (b) 在本目錄條目或**狀况**報告中提及狀况不等同於對**狀况**的 完整描述,圖片可能不會清晰展示出拍賣品。拍賣品的 色彩和明暗度在印刷品或屏幕上看起來可能會與實體檢 查時的情况不同。**狀况**報告可協助您評估**拍賣品**的**狀 况**。為方便買方,**狀况**報告為免費提供,僅作為指引。 **狀况**報告提供了我們的意見,但是可能未指出所有的缺 1. 新競投人 陷、內在瑕疵、修復、更改及改造,因為我們的僱員不 是專業修復或維護人員。出於這個原因,他們不能替 代您親自檢查拍賣品或您自己尋求的專業意見。買方有 責任確保自己已經要求提供、收悉及考慮了任何**狀况**報

## 4. 拍賣之前檢查拍賣品

- (a) 如果您計劃競投一件**拍賣品**,應親自或通過具有專業知 識之代表檢視,以確保您接受**拍賣品**描述及**狀况**。我們 建議您從專業修復人員或其它專業顧問那裏索取意見。
- (b) 拍賣之前的檢視免費向公眾開放。在拍賣之前的檢視或 通過預約,我們的專家可在場回答問題。

**估價**是基於**拍賣品的狀况、**稀有程度、質量、**來源**及類似物 品的近期拍價決定。**估價**可能會改變。您或任何其他人在任 何情况下都不可能依賴估價,將其作為拍賣品 的實際售價的 預測或保證。估價不包括買方酬金或任何適用的稅費。估價 可能以拍賣場當地貨幣以外的貨幣顯示並僅作指引。本日錄 使用的貨幣兌換率是根據最貼近目錄付印時的兌換率設定 所以可能與拍賣當日兌換率有差別。

### 6. 撤回

佳士得有權單方面决定在拍賣品拍賣過程中或拍賣之前的任 何時間將拍賣品撤回。佳士得無須就任何撤回决定向您承擔 責任。

- (a) 有色寶石(如紅寶石、藍寶石及綠寶石)可能經過處理 以改良外觀,包括加熱及上油等方法。這些方法都被國 際珠寶行業認可,但是經處理的寶石的硬度可能會降低 及 / 或在日後需要特殊的保養。
- (b) 所有類型的寶石均可能經過某些改良處理。如果某件**拍 賣品**沒有報告,您可以在拍賣日之前至少提前三周向我 文件類別,作為滿足我們對競投者身份及登記手續的要求。 們要求寶石鑒定報告,報告的費用由您支付。
- 國際認可的寶石鑒定實驗室取得鑒定報告,我們會在目 錄中提及。從美國寶石鑒定實驗室發出的鑒定報告會描 述對寶石的改良或處理。歐洲寶石鑒定實驗室的報告僅 在我們要求的時候,才會提及對寶石的改良及處理,但 是該報告會確認該寶石沒有被改良或處理。因各實驗室 使用方法和技術的差異,對某實石是否處理過、處理的 程度或處理是否為永久性,都可能持不同意見。寶石鑒 定實驗室僅對報告作出日之前實驗室所知悉的改進及處 理淮行報告
- (d) 對於珠寶銷售來說,**估價**是以寶石鑒定報告中的信息為 基礎,如果沒有報告,就會認為實石可能已經被處理或 提升過

### 8. 鐘隸

- (a) 幾乎所有的鐘錶在使用期內都被修理過,可能都含有非 原裝零部件。我們不能保證任何鐘錶的任何個別零部件 都是原裝。被陳述為"關聯"字樣的錶帶不是原裝錶的 部分,可能不是真品。拍賣的鐘可能跟隨沒有鐘擺、鐘
- (b) 收藏家等級的鐘錶經常有非常精細複雜的機械構造,可 能需要一般保養服務、更換電池或進一步的修理工作 而這些都由買方負責。我們不保證每一隻鐘錶都是在良 好運作狀態。除非目錄中有提及,我們不提供證書。
- (c) 大多數的錶都被打開渦杳看機芯的型號及質量。因為這 5. 親自出席競投 個原因,帶有防水錶殼的錶可能不能防水,在使用之前 我們建議您讓專業鐘錶師事先檢驗。

手錶及錶帶的拍賣及運送方面的重要信息,請見第 戶服務部:+852 2760 1766。 H2(f) 段。

- (a) 如果這是您第一次在佳士得競投,或者您曾參與我們的 拍賣,但在過去兩年內未曾從任何佳士得拍賣場成功競 投過任何東西,您必須在拍賣之前至少48個小時登記 以給我們足夠的時間來處理及批准您的登記。我們有權 單方面不允許您登記成為競投人。您需提供以下資料:
  - (i) 個人客戶:帶有照片的身份證明(駕照執照、國民 身份證或護照)及(如果身份證文件上沒有顯示現 時住址資料) 現時住址證明,如:用事業帳單或銀行 月結單
  - (ii) 公司客戶:顯示名稱及注冊地址的公司注冊證明或 類似文件,公司地址證明,被授權競投者附有相片 的身份證文件,由法定代表人簽署及蓋有公司章 (若有)的競投授權書,以及列出所有董事和受益 股東的文件證明。
  - (iii) 信托、合夥、離岸公司及其它業務結構,請提前聯 繋我們商談要求 。
- (b) 我們可能要求您向我們提供財務證明及 / 或押金作 為許可您競投的條件。如需幫助,請職擊我們的客 戶服務部: +852 2760 1766。

### 2. 再次參與競投的客人

我們可選擇要求您提供以上 B1(a) 段所提及的現時身份證 明,財務證明及/或押金作為許可您競投的條件。如果您過 去兩年中沒有從我們的拍賣會成功投得拍賣品,或者您本 次擬出價金額高於過往,請聯繫我們的投票部:+852 2978 9910 或電郵至 bidsasia@christies.com。

### 3. 如果您未能提供正確的文件

如果我們認為,您未能滿足我們對競投者身份及登記手續的 要求,包括但不限於完成及滿足本公司可能要求進行的所有 反洗黑錢和/或反恐佈主義財政審查,我們可能會不允許您 登記競投,而如果您成功投得拍賣品,我們可能撤銷您與賣 方之間的買賣合約。佳士得有權單方面決定所須的身份證明

### 4. 代表他人競投

- (a) **作為授權競投人**: 如果您代表他人競投,在競投前,委託 人需要完成以上的登記手續及提供已簽署的授權書,授 權您代表其競投。
- (b) **作為隱名委托人的代理人**:如果您以代理人身份為隱名委 托人(最終的買方)進行競投,您同意承擔支付購買款 項和所有其他應付款項的個人責任。並且,您保證:
- ) 您已經根據所有適用的反洗里錢及制裁法律對拍賣品的最 終的買方進行必要的客戶盡職調查,同意我們依賴該盡 職調查。並且,您將在不少於5年的期間裏保存證明盡 職調查的文件和記錄。
- ii) 您在收到我們書面要求後可以將證明盡職調查的文件和記 錄立即提供給獨立第三方審計人員即時查閱。我們不會 向任何第三方披露上述文件和記錄,除非(1)它已經在 公共領域存在,(2)根據法律要求須被披露,(3)符合反 洗黑錢法律規定
- (iii) 您和最終的買方之間的安排不是為了便於任何涉稅犯罪。
- (iv) 您不知曉並日沒有理由懷疑用於結算的資金和任何犯罪 收入有關或最終的買方因洗黑錢,恐怖活動或其他基於 洗黑錢的犯罪而被調查,被起訴或被定罪。
- 除非競投人和佳十得在拍賣開始前書面同章競投人僅作 為佳士得認可並指定的第三方的代理參與競投並且佳士 得只會向該指定第三方收取付款,競投人同意就繳付購 買款項和所有其他應付款項負上個人法律責任。

如果您希望在拍賣現場競投,必須在拍賣舉行前至少 30 分 鐘辦理登記手續,並索取競投號碼牌。如需協助,請聯繫客

### 6. 競投服務

下述的競投服務是為方便客戶而設,如果在提供該服務出現 任何錯誤(人為或其它),遺漏或故障,佳士得均不負上任

## (A) 雷話競投

您必須在拍賣開始前至少24小時辨理申請電話競投。佳士 得只會在能夠安排人員協助電話競投的情況下接受電話競 投。估價低於港幣 30,000 元之拍賣品將不接受電話競投。 若需要以英語外的其他語言進行競投,須儘早在拍賣之前預 先安排。電話競投將可被錄音。以電話競投即代表您同意其 對話被錄音。您同意電話競投受業務規定管限。

## (B) 在 Christie's LIVE™ 網絡競投

在某些拍賣會,我們會接受網絡競投。請登入 www. christies.com/livebidding,點擊 " 現場競投 " 圖標,瞭解如 何從電腦聆聽及觀看拍賣及參與競投。網絡競投受業務規定 及 Christie's Live™ 使用條款的管限,詳情請見 https://www. christies.com/LiveBidding/OnlineTermsOfUse.aspx 網站。 (C) 書面競投

您可於本目錄,任何佳士得辦公室或通過 www.christies. com 選擇拍賣並查看拍賣品取得書面競投表格。您必須在 拍賣開始前至少24小時提交已經填妥的書面競投表格。投 標必須是以拍賣會當地的貨幣為單位。拍賣官將在參考底價 後,合理地履行書面競投務求以可能的最低價行使書面標。 如果您以書面競投一件沒有**底價的拍賣品**,而且沒有其他更 高叫價,我們會為您以**低端估價**的 50% 進行競投;或如果 您的書面標比上述更低,則以您的書面標的價格進行競投。 如佳士得收到多個競投價相等的書面競投,而在拍賣時此等 競投價乃該拍賣品之最高出價,則該**拍賣品**售給最先送達其 書面競投書給本公司之競投人

## C. 與行拍賣

## 1. 進入拍賣現場

我們有權不允許任何人士進入拍賣場地,參與拍賣,亦可拒 賣時生效並適用於相關拍賣場所的當地法律及法規。 絕接受任何競投。

除非另外列明,所有**拍賣品**均有**底價**。不定有**底價**的**拍賣** 品,在**拍賣品**號碼旁邊用 · 標記。**底價**不會高於**拍賣品**的 低端估價。

### 3. 拍賣官之酌情權

## 拍賣官可以酌情選擇:

- (a) 拒絕接受任何競投:
- (b) 以其决定方式將競投提前或拖後,或改變**拍賣品**的順
- (c) 撤回任何**拍賣品**;
- (d) 將任何**拍賣品**分開拍賣或將兩件或多件**拍賣品**合併拍 喜;
- (e) 重開或繼續競投,即便已經下槌
- (f) 如果有關於競投的錯誤或者爭議,無論是在拍賣時或拍 賣後,選擇繼續拍賣、決定誰是成功競投人、取消**拍賣** 品的拍賣,或是將拍賣品重新拍賣或出售。如果您相信 拍賣官在接受成功投標時存在錯誤,您必須在拍賣日後 3個工作天內提供一份詳細記述您訴求的書面通知。拍 **賣官**將本著真誠考慮該訴求。如果**拍賣官**在根據本段行 使酌情權,在拍賣完成後決定取消出售一件**拍賣**品,或 是將**拍賣品**重新拍賣或出售,拍賣官最遲將在拍賣日後 第7個日曆日結束前通知成功競投人。**拍賣官**有最終決 定權。本段不在任何情況下影響佳士得依據本業務規定 中仟何其他滴用規定,包括第 B(3), E(2)(i), F(4), 及 J(1) 段中所列的取消權,取消出售一件拍賣品的權利。

### 4. 競投

### 拍賣官接受以下競投:

- (a) 拍賣會場參與競投的競投人;
- (b) 從電話競投人,通過 Christie's LIVE™ (如第 B6 部分 所示)诱過網絡競投的競投人;
- (c) 拍賣之前提交佳士得的書面競投(也稱為不在場競投或 委托競投)。

### 5. 代表賣方競投

拍賣官可選擇代賣方競投的方式連續競投或以回應其他競投 者的投標而競投的方式,直至達到底價以下。拍賣官不會特 別指明此乃代表賣方的競投。拍賣官不會代表賣方作出相等 於或高於**底價**之出價。就不設**底價**的拍賣品,**拍賣官**通常會 以低端估價的 50% 開始拍賣。如果在此價位沒有人競投, 拍賣官可以自行斟酌將價格下降繼續拍賣,直至有人競投 然後從該價位向上拍賣。如果無人競投該**拍賣品,拍賣官**可 視該**拍賣品**為流拍**拍賣品**。

### 6. 競投價遞增幅度

競投通常從低於低端估計開始,然後逐步增加 (競投價遞增 幅度)。**拍賣官**會自行决定競投開始價位及遞增幅度。本目 錄內的書面競投表格上顯示的是一般遞增幅度,僅供閣下參 考。

## 7. 貨幣兌換

拍賣會的顯示板,Christie's Live ™ 和佳士得網站可能會以 拍賣場當地貨幣外的主要貨幣來展示競投。任何佳士得使用 的兌換率僅作指引,佳士得並不受其約束。對於在提供該服 務出現的任何錯誤(人為或其它),遺漏或故障,佳士得並 不負責。

### 8. 成功競投

除非**拍賣官**决定使用以上 C3 段中的酌情權,拍賣官下槌即 表示對最終競投價之接受。這代表賣方和成功競投人之間的 買賣合約之訂立。我們僅向已登記的成功競投人開具發票。 拍賣後我們會以郵寄及 / 或電子郵件方式發送發票,但我們 並不負責通知閣下競投是否成功。如果您以書面競投,拍賣 後您應儘快以電話聯繫我們或親臨本公司查詢競投結果,以 避免產生不必要的倉儲費用。

### 9. 競投地法律

當您在我們的拍賣中競投時,您同意您會嚴格遵守所有在拍

### D. 買方酬金及稅款

### 1. 冒方酬金

成功競投人除支付**成交價**外,亦同意支付本公司以該**拍賣品** 成交價計算的買方酬金。酬金費率按每件拍賣品成交價首港 幣 5,000,000 元之 25%;加逾港幣 5,000,000 元以上至港 幣 50,000,000 元部分之 20%; 加逾港幣 50,000,000 元以 上之 14.5% 計算。

### 2. 稅費

成功競投者將負責所有適用拍賣品稅費,包括增值稅,銷售 或補償使用稅費或者所有基於成交價和買方酬金而產生的該 等稅費。買方有責任查明並支付所有應付稅費。在任何情况 下香港法律先决適用。佳士得建議您徵詢獨立稅務意見。 有關佳士得運送至美國的**拍賣品**,不論買方國籍或公民身 份,均可能須支付**基於成交價,買方酬金**和 / 或與**拍賣品** 相關的其他費用而產生的州銷售稅或使用稅費。佳十得將根 據法律要求收取銷售稅。適用銷售稅率由拍賣品將運送到的 州分,縣,地點而决定。要求豁免銷售稅的成功競投人必須

在提取拍賣品之前向佳士得提供適當文件。佳士得不須收取

税費的州分,成功競投人可能須繳付稅費予該州分的稅務機

## 賣方保證

## 對於每件**拍賣品**,賣方**保證**其:

構。佳士得建議您徵詢獨立稅務意見。

- 為**拍賣品**的所有人,或**拍賣品**的共有人之一並獲得其他 共有人的許可;或者,如果賣方不是拍賣品的所有人或 共有人之一,其已獲得所有人的授權出售拍賣品或其在 法律上有權這麼做
- (b) 有權利將**拍賣品**的所有權轉讓給買方,且該權利不負擔 任何限制或任何其他人之索賠權。

如果以上任何保證不確實,賣方不必支付超過您已向 我們支付的購買款項 (詳見以下第 F1(a)段定義)的金 額。賣方不會就閣下利潤上或經營的損失、預期存款、 商機喪失或利息的損失、成本、賠償金、**其他賠償**或 支出承擔責任。賣方不就任何拍賣品提供任何以上列 舉之外的保證;只要法律許可,所有賣方對您做出的 保證及法律要求加入本協議的所有其它賣方責任均被 免除。

### 2. 真品保證

在不抵觸以下條款的情況下,本公司保證我們拍賣的拍賣品 都是真品(我們的"真品保證")。如果在拍賣日後的五年 內,您通知我們您的**拍賣品**不是**真品**,在符合以下條款規定 之下,我們將把您支付的**購買款項**退還給您。業務規定的詞 匯表裏有對 " 真品 " 一詞做出解釋。真品保證條款如下:

- (a) 我們對在拍賣日後5年內提供的申索通知提供**真品保** 證。此期限過後,我們不再提供**真品保證**。
- (b) 我們只會對本**目錄描述**第一行("標題")以大階字體注 明的資料作出真品保證。除了標題中顯示的資料,我們 不對任何標題以外的資料 (包括標題以外的大階字體注 明)作出任何保證。
- (c) 真品保證不適用有保留標題或有保留的部分標題。有保 **留**是指受限於**拍賣品目錄描述**內的解釋,或者**標題**中有 "重要通告及目錄編列方法之說明"內有保留標題的某些 字眼。例如:標題中對"認為是…之作品"的使用指佳 士得認為**拍賣品**可能是某位藝術家的作品,但是佳士得 1. 付款方式 不保證該作品一定是該藝術家的作品。在競投前, 請閱 畢 " 有保留標題 " 列表及拍賣品的目錄描述。
- (d) 真品保證適用於被拍賣會通告修訂後的標題
- **真品保證**不適用於在拍賣之後,學術發展導致被普遍接 受的學者或專家意見有所改變。此保證亦不適用於在拍 賣日時,標題乎合被普遍接受的學者或專家的意見,或 標題指出意見衝突的地方。

- 品,而在我們出版目錄之日,該科學方法還未存在或未 被普遍接納,或價格太昂貴或不實際,或者可能損壞**拍 曹品**,則**直品保證**不適用。
- (g) 真品保證僅適用於拍賣品在拍賣時由佳士得發出之發票 之原本買方,且僅在申索通知做出之日原本買方是**拍賣** 品的唯一所有人,且拍賣品不受其他申索權、權利主張 或任何其他制約的限制。此真品保證中的利益不可以轉

### (h) 要申索**真品保證**下的權利,您必須:

- (i) 在拍賣日後5年內,向我們提供書面的申索通知。 我們可以要求您提供上述申索完整的細節及佐證證
- (ii) 佳士得有權要求您提供為佳士得及您均事先同意的 在此**拍賣品**領域被認可的兩位專家的書面意見,確 認該拍賣品不是真品。如果我們有任何疑問,我們 保留自己支付費用獲取更多意見的權利;及
- (iii) 自費交回與拍賣時**狀況**相同的**拍賣品**給佳士得拍賣 場。
- (i) 您在本**真品保證**下唯一的權利就是取消該項拍賣及取回 已付的**購買款項**。在任何情况下我們不須支付您超過您 已向我們支付的購買款項的金額,同時我們也無須對 任何利潤或經營損失、商機或價值喪失、預期存款或利 息、成本、賠償金或**其他賠償**或支出承擔責任。
- (j) 書籍。如果拍賣品為書籍,我們提供額外自拍賣日起為 期 14 天的保證,如經校對後,拍賣品的文本或圖標存 有瑕疵,在以下條款的規限下,我們將退回已付的購買

### (a) 此額外**保證**不適用於:

- (i) 缺少空白頁、扉頁、保護頁、廣告、及書籍鑲 邊的破損、污漬、邊緣磨損或其它不影響文本 及圖標完整性的瑕疵
- (ii) 繪圖、簽名、書信或手稿;帶有簽名的照片、 音樂唱片、地圖冊、地圖或期刊;
- (iii) 沒有標題的書籍;
- (iv) 沒有標明**估價**的已出售**拍賣品**;
- (v) 目錄中表明售出後不可退貨的書籍;
- (vi) 狀況報告中或拍賣時公告的瑕疵。 (b) 要根據本條規定申索權利,您必須在拍賣後的14 天內就有關瑕疵提交書面通知,並交回與拍賣時狀

## 况相同的拍賣品給當時進行拍賣的佳士得拍賣行。 (k) 東南亞現代及當代藝術以及中國書畫。

真品保證並不適用於此類別拍賣品。目前學術界不容許對此 類別作出確實之說明,但佳士得同意取消被證實為贗品之東 南亞現代及當代藝術以及中國書畫拍賣品之交易。已付之購 買款項則根據佳士得真品保證的條款退還予原本買方,但買 方必須在拍賣日後12個月內,向我們提供書面的申索通知。 我們可以要求您提供上述申索完整的細節及佐證證據。 置方 需按以上 E2(h)(ii) 的規定提供令佳士得滿意的證據, 證實該 拍賣品為贗品,及須按照以上 E2(h)(iii) 規定交回拍賣品給我 們。E2(b), (c), (d), (e), (f), (g) 和 (i) 適用於此類別之申索。

(1) 中國、日本及韓國工藝品 (中國、日本及韓國書畫、 版書、素描及珠寶除外)。

以上 E2(b)-(e)在此類別**拍賣品**將作修改如下。當作者 或藝術家未有列明時,我們不僅為標題作出真品保證,並會 對本目錄描述第二行以大階字體注明的有關日期或時期的資 料作出**真品保證** ("副標題")。以上 E2 (b) - (e) 所 有提及標題之處將讀成標題及副標題。

- (a) 拍賣後,您必須立即支付以下**購買款項** 
  - (i) **成交價**;和 (ii) **買方酬金**;和
  - (iii) 任何關稅、有關貨物、銷售、使用、補償或服務稅 項。

所有款項須於拍賣後7個日曆天內悉數付清("到期付款 日")。

(f) 如果**拍賣品**只有通過科學鑒定方法才能鑒定出不是**真** (b) 我們只接受登記競投人付款。發票一旦開具,發票上買

方的姓名不能更换,我們亦不能以不同姓名重新開具發票。 即使您欲將拍賣品出口且需要出口許可證,您也必須立即支

- (c) 在香港佳士得購買的**拍賣品**,您必須按照發票上顯示的 貨幣以下列方式支付
  - (i) 佳士得通過 "MyChristie's" 網上賬戶為客人提供查 看發票、付款及運送服務。您可直接登錄查詢 (如 您還未註冊線上賬戶,請登錄 www.christies.com/ MyChristies 進行註冊)。本服務適用於大多數拍賣 品,但仍有少數拍賣品的付款和運送安排不能通過 網上進行。如需協助,請與售後服務部聯絡
  - (ii) 電匯至 香港上海匯豐銀行總行

香港中環皇后大道中1號

銀行編號:004

賬號:062-305438-001

賬名: Christie's Hong Kong Limited

收款銀行代號:HSBCHKHHHKH

在符合我們的規定下,我們接受各種主要信用 1,000,000 元之現場信用卡付款,但有關條款及 限制適用。以中國銀聯支付方式沒有金額限制。 之付款。CNP 付款不適用於所有佳士得拍賣場, 並受某些限制。適用於信用卡付款的條款和限制 可從佳士得的售後服務部獲取,詳情列於以下(d)

(iv) 現金

本公司每年只接受每位買方總數不超過港幣 80,000 元之現金付款(須受有關條件約束);

段:

抬頭請注明「佳士得香港有限公司」( 須受有關條 件約束);

(vi) 支票

抬頭請注明「佳士得香港有限公司」。支票必須於 香港銀行承兑並以港幣支付。

- (d) 支付時請注明拍賣號碼、發票號碼及客戶號碼;以郵寄 方式支付必須發送到:佳士得香港有限公司,售後服務 部(地址:香港中環遮打道 18 號歷山大廈 22 樓)。
- (e) 如要瞭解更多信息,請聯繫售後服務部。電話+852 2760 1766;或發電郵至 postsaleasia@christies.com。

### 2. 所有權轉移

只有我們自您處收到全額且清算**購買款項**後,您才擁有**拍賣** 倉庫。 品及拍賣品的所有權,即使本公司已將拍賣品交給您。

拍賣品的風險和責任自以下日期起將轉移給您(以較早者為 進):

(a) 冒方提貨日

(b) 自拍賣日起 30 日後,如較早,則**拍賣品**由第三方倉庫 品。 保管之日起;除非另行協議。

### 4. 不付款之補救辦法

- (a) 如果**到期付款日**,您未能全數支付購買款項,我們將 有權行使以下一項或多項(及執行我們在 F5 段的權利 以及法律賦予我們的其它權利或補救辦法)
- 金融管理局不時公布的三個月銀行同業拆息加 7%
- (ii) 取消交易並按照我們認為合適的條件對**拍賣品**公開 重新拍賣或私下重新售賣。您必須向我們支付原來 您應支付的購買款項與再次轉賣收益之間的差額。 本、費用、損失、賠償,法律費用及任何賣方酬金 發郵件至 postsaleasia@christies.com。 我們會合理謹慎處

的差額;

- (iii) 代不履行責任的買方支付賣方應付的拍賣淨價金 額。您承認佳士得有賣方之所有權利向您提出追討;
- (iv) 您必須承擔尚欠之購買款項,我們可就取回此金額 而向您提出法律訴訟程序及在法律許可下向您索回 2. 出口/進口 之其他損失、利息、法律費用及其他費用;
- (v) 將我們或**佳士得集團**任何公司欠下您之款項(包括 您已付給我們之任何保證金或部分付款)用以抵銷 您未付之款項;
- (vi) 我們可以選擇將您的身份及聯繫方式披露給賣方;
- (vii) 在將來任何拍賣中,不允許您或您的代表作出競 投,或在接受您競投之前向您收取保證金
- (viii) 在**拍賣品**所處地方之法律許可之下,佳士得就您擁 有並由佳士得管有的拍賣品作為抵押品並以抵押品 持有人身份行使最高程度之權利及補救方法,不論 是以典當方式、抵押方式或任何其他形式。您則被 視為已授與本公司該等抵押及本公司可保留或售賣 此物品作為買方對本公司及賣方的附屬抵押責任;
- (ix) 採取我們認為必要或適當的任何行動。
- 卡付款。本公司每次拍賣接受總數不超過港幣 (b) 將您已付的款項,包括保證金及其他部份付款或我們欠 下您之款項用以抵銷您欠我們或其他**佳士得集團**公司的
- 如要以"持卡人不在場"(CNP)的方式支付,本 (c) 如果您在**到期付款日**之後支付全部款項,同時,我們選 (ii) 段向您收取倉儲和運輸費用。在此情况下,G(d)(iv) 段將

如果您欠我們或其他**佳士得集團**公司款項,除了以上 F4 段 的權利,在法律許可下,我們可以以任何方式使用或處置您 存於我們或其它**佳士得集團**公司的拍賣品。只有在您全額支 付欠下我們或相關**佳士得集團**公司的全部款項後,您方可領 取有關拍賣品。我們亦可選擇將您的拍賣品按照我們認為適 當的方式出售。我們將用出售拍賣品的銷售所得來抵銷您欠 下我們的任何款項,並支付您任何剩餘部分。如果銷售所得 不足以抵扣,您須支付差額。

## G. 提取及倉儲

(a) 我們要求您在拍賣之後立即提取您購買的**拍賣品(但請** 注意,在全數付清所有款項之前,您不可以提取拍賣品)。 (b) 有關提取**拍賣品**之詳情,請聯繫售後服務部。電話 +852 2760 1766 或發電郵至: postsaleasia@christies.com

(c) 如果您未在拍賣完畢立即提取您購買的**拍賣品**,我們有 權將拍賣品移送到其他佳士得所在處或其關聯公司或第三方

(d) 如果您未在拍賣後第三十個日曆日或之前提取您購買的 拍賣品,除非另有書面約定

(i) 我們將自拍賣後第 31 日起向您收取倉儲費用

(ii) 我們有權將拍賣品移送到關聯公司或第三方倉庫,並向 您收取因此產生的運輸費用和處理費用。

(iii) 我們可以按我們認為商業上合理且恰當的方式出售**拍賣** 

(iv) 倉儲的條款適用,條款請見www.christies.com/

(v) 本段的任何內容不限制我們在 F4 段下的權利。

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(i) 自**到期付款日**起,按照尚欠款項,收取高於香港 運送或付運表格會與發票一同發送給您。您須自行安排**拍賣** 品的運送和付運事官。我們也可以依照您的要求安排包裝運 送及付運事宜,但您須支付有關收費。我們建議您在競投前 預先查詢有關收費的估價,尤其是需要專業包裝的大件物品 或高額品。應您要求,我們也可建議處理員、包裝、運輸公

您也必須支付我們必須支付或可能蒙受的一切成 詳情請聯繫佳士得售後服務部,電話:+852 2760 1766;或

理、包裝、運輸拍賣品。若我們就上述目的向您推薦任何其 他公司,我們不會承擔有關公司之行為,遺漏或疏忽引致的

拍賣售出的任何拍賣品都可能受拍賣品售出國家的出口法律 及其他國家的進口法律限制。許多國家就拍賣品出境要求出 口聲明及 / 或就拍賣品入境要求進口聲明。進口國當地法律 可能會禁止進口某些拍賣品或禁止拍賣品在進口國出售。 我們不會因您所購買的拍賣品無法出口, 進口或出於任何原 因遭政府機構沒收而有責任取消您的購買或向您退換購買款 **II**。您應負責確認並滿足任何法律或法規對出口或淮口您購

- (a) 在競投前, 您應尋求專業意見並負責滿足任何法律或法 規對出口或進口**拍賣品**的要求。如果您被拒發許可證: 或申請許可證延誤,您仍須全數支付**拍賣品**的價款。如 果您提出請求,在我們能力範圍許可內,我們可以協助 您申請所需許可證,但我們會就此服務向您收取費用。 我們不保證必能獲得許可證。如欲了解詳情,請聯繫佳 士得售後服務部,電話:+852 2760 1766,或發郵件到: postsaleasia@christies.com o
- (b) 你應負責支付與**拍賣品**出口或進口有關的所有適用稅 費、關稅或其他政府徵收的費用。如果佳士得為您出口 或進口拍賣品,且佳士得支付了上述適用的稅費、關稅 或其他政府徵收的費用,您同意向佳士得退還該筆費

### (c) 含有受保護動植物料的拍賣品

由頻臨絕種及其他受保護野生動植物製造或組成(不論 分比率)的拍賣品在本目錄中註有[~]號。

這些物料包括但不限於象牙、玳瑁殼、鱷魚皮、犀牛 角、鯨骨、某些珊瑚品種及玫瑰木。若您有意將含有野 生動物物料的任何拍賣品進口至其他國家,您須於競投 該拍賣品之前了解有關海關法例和規定。有些國家完全 禁止含有這類物料的物品進口,而其他國家則規定須向 出口及入口國家的有關管理機構取得許可證。在有些情 況下,**拍賣品**必須附有獨立的物種的科學證明和/或年 期證明,方能裝運,而您須要自行安排上述證明並負責 支付有關的費用。如果一件拍賣品含有象牙或其他可能 和象牙相混淆的野生動物材料(例如猛獁象牙,海象象 牙和犀鳥象牙)且您計劃將上述拍賣品進口到美國,請 查看(c)段中之重要信息。如果您無法出口,進口該 拍賣品或因任何原因拍賣品被政府部門查收,我們沒有 義務因此取消您的交易並退回您的購買款項。您應負責 確定並滿足有關含有上述物料拍賣品進出口的法律和規

### (c) 美國關於非洲象象牙的進口禁令

美國禁止非洲象象牙進口美國。如果一件拍賣品含有象 牙或其他可能和象牙相混淆的野牛材料 (例如猛獁象 牙,海象象牙和犀鳥象牙),其必須通過受美國漁業和 野生動物保護局認可的嚴格科學測試確認該物料非非洲 象象牙後方可進口美國。如果我們在拍賣前對拍賣品已 經進行了該嚴格科學測試,我們會在**拍賣品**陳述中清楚 表明。我們一般無法確認相關拍賣品的象牙是否來自非洲 象。您凡購買有關拍賣品並計畫將有關拍賣品淮□美國 必須承擔風險並負責支付任何科學測試或其他報告的費 用。有關測試並無定論或確定物料乃非洲象象牙,不被 視為取消拍賣和退回購買款項的依據。

## (d) 源自伊朗的拍賣品

一些國家禁止或限制購買和 / 或進口源自伊朗的 " 傳統 工藝作品"(身份不明確的藝術家作品及/或功能性作 品。例如: 地毯、碗、大口水壶、瓷磚和裝飾盒)。美 國禁止進口以上物品亦禁止美國民眾 (不論所在處)購 買以上物品。有些國家,例如加拿大則允許在某特定情 况下可以進口上述物品。為方便買方,佳士得在源自 伊朗(波期)的拍賣品下方特別注明。如您受以上制裁 或貿易禁運限制,您須確保您不會競投或進口有關拍賣 品,違反有關適用條例。

### (e) 黃金

含量低於 18k 的黃金並不是在所有國家均被視為「黃如本協議的任何部份遭任何法院認定為無效、不合法或無法 多的物件); 金」,並可能被拒絕入口。

本目錄內有些錶帶的照片顯示該手錶配有瀕危及受保護 5. 轉讓您的權利及責任 動物(如短吻鱷或鱷魚)的物料所製成的錶帶。這些拍 除非我們給予書面許可,否則您不得就您在本協議下的權利 來源:拍賣品的所有權歷史。 賣地以外的地點前,佳士得會把上述錶帶拆除並予以保 存。冒方若在拍賣後一年內親身到拍賣所在地的佳士得 6. 翻譯 提取,佳士得可酌情免費提供該展示用但含有瀕危及受如果我們提供了本協議的翻譯件,我們將會使用英文版用於 保護動物物料的錶帶給買方。

H2 段中的標記是佳士得為了方便閣下而在有關拍賣品附 加的,附加標記時如有任何錯誤或遺漏,佳士得恕不承 7. 個人信息 擔任何責任。

## 佳士得之法律責任

- 證。在法律容許的最大程度下,所有由法律附加的保證 費者隱私法》(California Consumer Privacy Act)聲明。 及其他條款,均被排除在本協議外。在 E1 段中的賣方 保證是由賣方提供的保證, 我們對這些**保證**不負有任何
- (b) (i) 除非我們以欺詐手段作出有欺詐成份的失實陳述或 該權利或補償,也不應阻止或限制對該權利或補償或其他權 您負有任何責任 (無論是因違反本協議,購買拍賣品或 限制對其它權利或補償的行使。 與競投相關的任何其它事項);和
- (ii) 本公司無就任何拍賣品的可商售品質、是否適合某特定 9. 法律及管轄權
- Christie's LIVE™、**狀况**報告、貨幣兌換顯示板及拍賣 買方拖欠的任何款項。 室錄像影像為免費服務,如有仟何錯誤(人為或其它原 因)、遺漏或故障或延誤、未能提供、暫停或終止,本 10. www.christies.com的報告 公司不負任何責任。
- (d) 就拍賣品購買的事宜,我們僅對買方負有法律責任。
- **購買款項**。佳士得不須就任何利潤或經營損失、商機喪 除。 失或價值、預期存款或利息、費用、賠償或支出等原因 負上仟何青仟 。

## J. 其它條款

### 1. 我們的撤銷權

除了本協議中的其他撤銷權利,如果我們合理地認為完成交 易可能是違法行為或該銷售會令我們或賣方向任何人負上法 律責任或損壞我們的名聲,我們可取消該拍賣品的拍賣。

### 2. 錄像

我們可以錄影及記錄拍賣過程。除非按法律要求,我們會對 個人信息加以保密。該資料可能用於或提供其他**佳士得集團 真品保證**:我們在本協議 E 段所詳述為**拍賣品**提供的保證。 公司和市場夥伴以作客戶分析或以便我們向買方提供合適的 服務。若您不想被錄影,你可透過電話或書面競投或者在 Christie's LIVE™ 競投。除非另有書面約定,您不能在拍賣現 場錄像或錄音

### 3. 版權

所有由佳士得或為佳士得與拍賣品有關之製作之一切圖片、 插圖與書面資料(除有特別注釋外,包括我們的目錄的內容) 用以上版權作品。我們沒有保證您就投得的**拍賣品**會取得任 該範圍的最高價。**中間估值**為兩者的中間點。 何版權或其他複製的權利。

### 4. 效力

執行,則該部分應被視為刪除,其它部分不受影響。

賣品在本目錄內的**拍賣品**編號旁以 Ψ 符號顯示。這些錶 或責任設立任何抵押,亦不得轉讓您的權利和責任。本協議 **有保留**:如 E2 段中的意思;有**保留標題**則指目錄中 " 重要通 帶只用來展示拍賣品並不作銷售用途。在運送手錶到拍 對您的繼任人、遺產及任何承繼閣下責任的人具有約束力。

解決本協議項下產生的任何問題以及爭議。

您同意我們將持有並處理您的個人數據或信息,並將其交給 保證:陳述人或聲明人保證其所陳述或聲明的事實為正確。 其它佳士得集團公司用於我們的私隱政策所描述的,或與其 相符的目的。您可以在 www.christies.com 上找到本公司私 (a) 除了真品保證,佳士得、佳士得代理人或僱員,對任何 隱政策。如您是加利福尼亞州居民,您可在 https://www. 拍賣品作任何陳述,或資料的提供,均不作出任何保 christies.com/about-us/contact/ccpa 看到我們的《加州消

### 8. 棄權

未能或延遲行使本業務規定下的權利或補償不應被視為免除 在本業務規定中另有明確說明,我們不會因任何原因對 利或補償的行使。單獨或部分行使該權力或補償不應阻止或

用途、描述、尺寸、質量、狀況、作品歸屬、真實性、 各方的權利及義務,就有關本業務規定,拍賣的行為及任何 稀有程度、重要性、媒介、來源、展覽歷史、出版或與上述條文的事項,均受香港法律管轄及根據香港法律解釋。 歷史的關聯等作出任何陳述、保證或擔保或承擔任何責在拍賣競投時,無論是親自出席或由代理人出席競投,書面、 任。除非當地的法律強制要求,任何種類之任何保證, 電話及其他方法競投,買方則被視為接受本業務規定,及為 佳士得之利益而言,接受香港法院之排他性管轄權,並同時 (c) 請注意佳士得所提供的書面競投及電話競投服務、 接納佳士得亦有權在任何其他司法管轄區提出索償,以追討

售出的拍賣品的所有資料,包括目錄描述及價款都可在 www.christies.com 上查閱。銷售總額為成交價加上買方酬 (e) 如果儘管有 (a) 至 (d) 或 E2(i) 段的規定,我們因某些原 金,其不反映成本、財務費用或買方或賣方信貸申請情况。 因須對您負上法律責任,我們不須支持超過您已支付的 我們不能按要求將這些資料從 www.christies.com 網站上删

拍賣官:個人拍賣官和/或佳士得。

真品:以下所述的真實作品,而不是複製品或贗品:

- a) 拍賣品在標題被描述為某位藝術家、作者或製作者 的作品,則為該藝術家、作者或製造者的作品;
- b) 拍賣品在標題被描述為是某時期或流派創作的作 品,則該時期或流派的作品; c) 拍賣品在標題被描述為某來源,則為該來源的作品
- d) 以寶石為例,如**拍賣品在標題**被描述為由某種材料 製成,則該作品是由該材料製成。

**目錄描述**:拍賣目錄內對**拍賣品**的陳述(包括於拍賣場通過 對有關陳述作出的任何更改 )。

佳士得集團: Christie's International Plc、其子公司及集團的

## **狀况**:拍賣品的物理狀况。

到期付款日:如第 F1(a) 段所列出的意思。

**買方酬金**:除了成交價,買方支付給我們的費用。

估價:目錄中或拍賣場通告中列明的我們認為拍賣品可能出 之版權均屬於佳士得所有。沒有我們的事先書面許可不得使善售的價格範圍。低端估價指該範圍的最低價;高端估價:指

成交價:拍賣官接受的拍賣品最高競投價。

標題:如 E2 段所列出的意思。

拍賣品:供拍賣的一件拍賣品(或作為一組拍賣的兩件或更

**其他賠償**:任何特殊、連帶、附帶或間接的賠償或任何符合 當地法律規定的"特殊"、"附帶"或"連帶"賠償。

購買款項:如第 F1(a) 段的意思。

知和目錄編制說明 " 頁中的 " 有保留標題 " 的意思。

**底價:拍賣品**不會以低於此保密**底價**出售。

拍賣場通告:張貼位於拍賣場內的拍賣品旁或 www.christies. com 的書面通知 (上述通知內容會另行通知以電話或書面競 投的客戶),或拍賣會舉行前或拍賣某**拍賣品**前**拍賣官**宣布

大階字體:指包含所有的大寫字母。

## SYMBOLS USED IN THIS CATALOGUE

The meaning of words coloured in bold in this section can be found at the end of the section of the catalogue headed 'Conditions of Sale • Buying at Christie's'

- Christie's has a direct financial interest in the lot. See Important Notices and Explanation of Cataloguing
- Owned by Christie's or another Christie's Group company in whole or part. See Important Notices and Explanation of Cataloguing Practice.
- Bidding by parties with an interest.
- and has funded all or part of our interest with the help of someone else. See Important Notices and Explanation of Cataloguing Practice.
- Lot offered without reserve which will be sold to the highest bidder regardless of the pre-sale estimate in
- Christie's has a direct financial interest in the lot Lot incorporates material from endangered species which could result in export restrictions. See Section H2(b) of the Conditions of Sale. Buying at Christie's.
  - Lots incorporates material from endangered species that is not for sale and is shown for display purposes

Please note that lots are marked as a convenience to you and we shall not be liable for any errors in, or failure to, mark a lot.

## 本目錄中使用的各類標識

本部份粗體字體詞語的涵義載於本目錄中題為"業務規定:買方須知"一章的最後一頁。

佳士得對該**拍賣品**擁有直接經濟利益。請參閱重 要通知及目錄編列方法之說明。

全部或部分由佳士得或其他**佳士得集團**公司持

有。請參閱重要通知及目錄編列方法之說明。

利益方的競投

佳士得對該**拍賣品**擁有直接經濟利益,佳士得的

全部或部分利益通過第三方融資。請參閱重要通 知及目錄編列方法之說明。

不設**底價的拍賣品**,不論其在本目錄中的售前估 價,該**拍賣品**將售賣給出價最高的競投人。

拍賣品含有瀕危物種的材料,可能受出口限制。 請參閱業務規定·買方須知第 H2(b) 段。

拍賣品含有瀕危物種的材料,只用作展覽用途,

請注意對藏品的標記僅為您提供方便,本公司不 承擔任何因標示錯誤或遺漏標記的責任。

## IMPORTANT NOTICES AND EXPLANATION OF CATALOGUING PRACTICE

### IMPORTANT NOTICES

## CHRISTIE'S INTEREST IN PROPERTY

∆: Property Owned in part or in full by Christie's From time to time. Christie's may offer a lot which it owns in whole or in part. Such property is identified in the catalogue with the symbol  $\Delta$  next to its lot number. Where Christie's has an ownership or financial interest in every lot in the catalogue, Christie's will not designate each lot with a symbol.

but will state its interest in the front of the catalogue.

## Minimum Price Guarantees:

On occasion, Christie's has a direct financial interest in the outcome of the sale of certain lots consigned for sale. This will usually be where it has guaranteed to the Seller that whatever the outcome of the auction, the Seller will receive a minimum sale price for the work. This is known as a minimum price quarantee Where Christie's holds such financial interest we identify such lots with the symbol o next

### • Third Party Guarantees/Irrevocable bids

Where Christie's has provided a Minimum Price Guarantee it is at risk of making a loss, which can be significant, if the lot fails to sell. Christie's therefore

sometimes chooses to share that risk with a third party who agrees prior to the auction to place an rrevocable written bid on the lot. If there are no other higher hids the third party commits to buy the lot at he level of their irrevocable written bid. In doing so, the third party takes on all or part of the risk of the lot not being sold. Lots which are subject to a third party guarantee arrangement are identified in the catalogue with thesymbol 0.

Christie's compensates the third party in exchange for accepting this risk provided that the third party is not the successful bidder. The remuneration to the third party may either be based on a fixed fee or an mount calculated against the final hammer price. The third party may also bid for the lot above the irrevocable written bid. Where the third party is the successful bidder, the third party is required to pay the hammer price and the buyer's premium in full.

Third party guarantors are required by us to disclose to anyone they are advising their financial interest in any lots they are guaranteeing. However, for the avoidance of any doubt, if you are advised by or bidding through an agent on a lot identified as being subject to a third party guarantee you should always ask your agent to confirm whether or not he or she has a financial interest in relation to the lot.

## **¤** Bidding by parties with an interest

When a party with a direct or indirect interest in the lot who may have knowledge of the lot's reserve or other material information may be bidding on the lot, we will mark the lot with this symbol ". This interest can include beneficiaries of an estate that consigned the lot or a joint owner of a lot. Any interested party that successfully bids on a lot must comply with Christie's Conditions of Sale, including paying the lot's full Buyer's Premium plus applicable taxes.

## Post-catalogue notifications

In certain instances, after the catalogue has been published, Christie's may enter into an arrangement or become aware of bidding that would have required a catalogue symbol. In those instances, a pre-sale or pre-lot announcement will be made.

### Other Arrangements

Christie's may enter into other arrangements not involving bids. These include arrangements where Christie's has made loans or advanced money to consignors or prospective purchasers or where Christie's has shared the risk of a guarantee with a partner without the partner being required to place an irrevocable written bid or otherwise participating in the bidding on the lot. Because such arrangements are unrelated to the bidding process they are not marked with a symbol in the catalogue.

HONG KONG I 23 MARCH 2021 I CONDITIONS OF SALE FOR LOT 1 ONLY

Please see http://www.christies.com/ financialinterest/ for a more detailed explanation of minimum price quarantees and third party financing

### **EXPLANATION OF CATALOGUING PRACTICE**

Terms used in a catalogue or lot description have the meanings ascribed to them below. Please note that all statements in a catalogue or lot description as to authorship, period, reign or dynasty are made subject to the provisions of the Conditions of Sale, including the Authenticity Warranty. Our use of these expressions does not take account of the condition of the lot or of the extent of any restoration. Buyers are advised to inspect the property themselves. Written condition reports are usually available on request.

A term and its definition listed under 'Qualified Headings' is a qualified statement as to authorship, period, reign or dynasty. While the use of this term is based upon careful study and represents the opinion of specialists, Christie's and the consignor assume no risk, liability and responsibility for the authenticity of authorship or of the lot being created in certain period, reign or dynasty of any

lot in this catalogue described by this term, and the Authenticity Warranty shall not be available with respect to lots described using this term.

Discrepancy in the layout of information may appear between the catalogue description in English and its Chinese translation. We will use the English version of the catalogue description in deciding any issue or disputes which arise under the Authenticity Warranty or the 'Qualified Headings'.

### PICTURES, DRAWINGS, PRINTS, AND MINIATURES, SCULPTURES, INSTALLATION, VIDEO, CALLIGRAPHY AND PAINTED CERAMIC

- Qualified Headings
   "Attributed to...": in Christie's qualified opinion orobably a work by the artist in whole or in part.

  "Studio of ..."/"Workshop of ...": in Christie's
- qualified opinion a work executed in the studio or orkshop of the artist, possibly under his supervision "Circle of ...": in Christie's qualified opinion a work of the period of the artist and showing his influence. "Follower of ...": in Christie's qualified opinion a work executed in the artist's style but not necessarily

- "Manner of ...": in Christie's qualified opinion a work executed in the artist's style but of a later date.
  • "After ...": in Christie's qualified opinion a copy (of any date) of a work of the artist.
- "Signed ..."/"Dated ..."/ "Inscribed ...": in Christie's qualified opinion the work has been signed/dated/inscribed by the artist.
- "With signature ..."/ "With date ..."/ "With inscription ...": in Christie's qualified opinion the signature/ date/inscription appears to be by a hand other than that of the artist.

The date given for Old Master, Modern and Contemporary Prints is the date (or approximate date when prefixed with 'circa') on which the matrix was worked and not necessarily the date when the impression was printed or published.

The date given for Chinese Books and Rubbings is the date (or approximate date when prefixed with 'circa') when the impression was printed or published.

## 重要通知及目錄編列方法之說明

## 重要通知

## 佳士得在受委託拍賣品中的權益

∆:部分或全部歸佳士得擁有的拍賣品

佳士得可能會不時提供佳士得集團旗下公司全部或部分擁有 之拍賣品。該等拍賣品在目錄中於拍賣編號旁註有 △ 符號 以資識別。如果佳士得在目錄中每一項拍賣品中均有所有權 或經濟利益,佳士得將不會於每一項拍賣品旁附注符號,但 會於正文首頁聲明其權益。

### · 保證最低出售價

佳士得有時就某些受委托出售的拍賣品的拍賣成果持有直接 的經濟利益。通常為其向賣方保證無論拍賣的結果如何,賣 方將就拍賣品的出售獲得最低出售價。這被稱為保證最低 出售價。該等拍賣品在目錄中於拍賣編號旁註有 0 號以資識 別。

## ○◆ 第三方保證 / 不可撤銷的競投

在佳士得已經提供最低出售價保證,如果拍賣品未能出售 佳士得將承擔遭受重大損失的風險。因此,佳士得有時選擇 與同意在拍賣之前就該拍賣品提交一份不可撤銷的書面競投 的第三方分擔該風險。如果沒有其他更高的競價,第三方承 諾將以他們提交的不可撤銷的書面競投價格購買該拍賣品 第三方因此承擔拍賣品未能出售的所有或部分風險。該等拍 賣品在目錄中注以符號 0 ↓ 以資識別

第三方需要承擔風險,在自身不是成功競投人的情況下,佳 士得將給予酬金給第三方。第三方的酬金可以是固定金額或 基於成交價計算的酬金。 第三方亦可以就該拍賣品以超過 書面競投的價格進行競投。如果第三方成功競投,第三方必 須全額支付不可撤銷的成交價及買方酬金。

我們要求第三方保證人向其客戶披露在給予保證的拍賣品持 有的經濟利益。如果您通過顧問意見或委託代理人競投一件 標示為有第三方融資的拍賣品,我們建議您應當要求您的代 士得及賣方對該詞語及其所陳述的本目錄拍賣品之創作者或

### 理人確認他 / 她是否在拍賣品持有經濟利益。

### **双利益方的競投**

當那些可能獲悉了拍賣品的底價或其他重要信息對拍賣品擁 有直接或間接權益的一方可能進行競投時,我們會對該拍賣 品附注符號 z。該利益可包括委託出售拍賣品的遺產受益人 或者拍賣品的共同所有人之一。任何成功競得拍賣品的利益 方必須遵守佳士得的業務規定,包括全額支付拍賣品的買方 酬全及滴用的殺毒。

## 目錄出版後通知

在有些情形下,在目錄出版後,佳士得可能會達成某種安排 或意識到有需要附注目錄符號的競投。在此情況下,我們會 在拍賣會前或拍賣該項拍賣品前做出通知。

佳士得可能訂立與競投無關的協議。這些協議包括佳士得向 賣方或潛在買方提供借款或者預付金額或者佳士得與第三方 分擔保證風險,但並不要求第三方提供不可撤銷的書面競投 或參與拍賣品的競投。因為上述協議與競投過程無關,我們 不會在目錄中注以符號。

請登錄 http://www.christies.com/financial-interest/ 瞭解 更多關於最低出售價保證以及第三方融資安排的說明。

## 目錄編列方法之說明

下列詞語於本目錄或拍賣品描述中具有以下意義。請注意本 目錄內或拍賣品描述中有關創作者、時期、統治時期或朝代 的所有陳述均在符合本公司之業務規定•買方須知,包括真品 保證的條款下作出。該用詞的表達獨立於拍賣品本身的狀況 或任何程度的修復。我們建議買方親身檢視拍賣品的狀況。 **佳士得也可按要求提供書面狀況報告** 

於本目錄「有保留的標題」下編列方法的詞語及其定義為對 拍賣品創作者、時期、統治時期或朝代有所保留的陳述。該 詞語之使用,乃依據審慎研究所得之佳士得專家之意見。佳

拍賣品於某時期、統治時期或朝代內創作的真贋,並不承擔 任何風險、法律責任和義務。而真品保證條款,亦不適用於 以該詞語所描述的拍賣品

目錄描述中資料的前後編排版面的英文版本與中文翻譯可能 出現偏差。我們將會使用英文版本之目錄描述解決真品保證 或「有保留的標題」下產生的任何問題以及爭議。

## 繪畫、素描、版畫、小型畫、雕塑、裝置、錄 像、書法及手繪瓷器

## 有保留的煙頭

佳士得認是屬於該藝術家之作品

「傳」、「認為是... 之作品」指以佳士得有保留之意見認為, 某作品大概 全部或部份是藝術家之創作。

- 「 ... 之創作室」及「... 之工作室」 指以佳士得有保留之意 見認為,某作品在某 藝術家之創作室或工作室完成,可能
- 「... 時期」 指以佳士得有保留之意見認為,某作品屬於該 藝術家時期之創作,並且反映出該藝術家之影響。
- 「 跟隨 ... 風格 」 指以佳士得有保留之意見認為,某作品具 有 某藝術家之風格,但未必是該藝術家門生之 作品。
- 「 具有 ... 創作手法」 指以佳士得有保留之意見認為,某作 品具有 某藝術家之風格,但於較後時期完成。
- 「 ... 複製品」 指以佳士得有保留之意見認為,某作品是某 藝術家作品之複製品(任何日期)。
- 「 簽名 ...」、「日期 ...」、「題寫 ...」指以佳士得有保留之 意見認為,某作品由某藝術家簽名/寫上日期/題詞。
- 「附有…簽名」、「附有…之日期」、「附有…之題詞」 「款」指以佳士得有保留之意見認為某簽名/某日期/題詞 雁不 早草藝術家所為。

古代、近現代印刷品之日期是指製造模具之日期[或大概日 期]而不一定是作品印刷或出版之日。

中國古籍及拓本之日期是指作品印刷或出版之時期「或大概

## SYMBOLS USED IN THIS CATALOGUE

The meaning of words coloured in bold in this section can be found at the end of the section of the catalogue headed 'Conditions of Sale • Buying at Christie's'

Christie's has a direct financial interest in the lot. See Important Notices and Explanation of Cataloguing

- Owned by Christie's or another Christie's Group company in whole or part. See Important Notices and Explanation of Cataloguing Practice.
- Bidding by parties with an interest.
- and has funded all or part of our interest with the help of someone else. See Important Notices and Explanation of Cataloguing Practice.
- Lot offered without reserve which will be sold to the highest bidder regardless of the pre-sale estimate in the catalogue
- Christie's has a direct financial interest in the lot Lot incorporates material from endangered species which could result in export restrictions. See Section H2(b) of the Conditions of Sale. Buying at Christie's.
  - Lots incorporates material from endangered species that is not for sale and is shown for display purposes

Please note that lots are marked as a convenience to you and we shall not be liable for any errors in, or failure to mark a lot.

## 本目錄中使用的各類標識

本部份粗體字體詞語的涵義載於本目錄中題為"業務規定:買方須知"一章的最後一頁。

佳士得對該**拍賣品**擁有直接經濟利益。請參閱重 佳士得對該**拍賣品**擁有直接經濟利益,佳士得的 要通知及目錄編列方法之說明。

全部或部分由佳士得或其他**佳士得集團**公司持 有。 請參閱重要通知及目錄編列方法之說明。

利益方的競投

全部或部分利益通過第三方融資。請參閱重要通 知及目錄編列方法之說明。

不設底價的拍賣品,不論其在本目錄中的售前估 價,該**拍賣品**將售賣給出價最高的競投人。

**拍賣品**含有瀕危物種的材料,可能受出口限制。 請參閱業務規定·買方須知第 H2(b) 段。

拍賣品含有瀕危物種的材料,只用作展覽用途

請注意對藏品的標記僅為您提供方便,本公司不 承擔任何因標示錯誤或遺漏標記的責任。

## IMPORTANT NOTICES AND EXPLANATION OF CATALOGUING PRACTICE

### IMPORTANT NOTICES

### **CHRISTIE'S INTEREST IN PROPERTY** CONSIGNED FOR AUCTION

: Property Owned in part or in full by Christie's From time to time, Christie's may offer a lot which it owns in whole or in part. Such property is identified in the catalogue with the symbol A next to its lot number. Where Christie's has an ownership or financial interest in every lot in the catalogue, Christie's will not designate each lot with a symbol but will state its interest in the front of the catalogue.

## Minimum Price Guarantees:

On occasion, Christie's has a direct financial interest in the outcome of the sale of certain lots consigned for sale. This will usually be where it has guaranteed to the Seller that whatever the outcome of the auction, the Seller will receive a minimum sale price for the work. This is known as a minimum price guarantee. Where Christie's holds such financial interest we identify such lots with the symbol onext to the lot number

## ○ Third Party Guarantees/Irrevocable bids

Where Christie's has provided a Minimum Price Guarantee it is at risk of making a loss, which can be significant, if the lot fails to sell. Christie's therefore

sometimes chooses to share that risk with a third party who agrees prior to the auction to place an rrevocable written bid on the lot. If there are no other higher bids, the third party commits to buy the lot at the level of their irrevocable written bid. In doing so, the third party takes on all or part of the risk of the lot not being sold. Lots which are subject to a third party guarantee arrangement are identified in the catalogue with thesymbol 0.

Christie's compensates the third party in exchange for accepting this risk provided that the third party is not the successful bidder. The remuneration to the third party may either be based on a fixed fee or an amount calculated against the final hammer price. The third party may also bid for the lot above the irrevocable written bid. Where the third party is the successful bidder, the third party is required to pay the hammer price and the buyer's premium in full.

Third party quarantors are required by us to disclose to anyone they are advising their financial interest in any lots they are guaranteeing. However, for the avoidance of any doubt, if you are advised by or bidding through an agent on a lot identified as being subject to a third party guarantee you should always ask your agent to confirm whether or not he or she has a financial interest in relation to the lot.

## **Bidding** by parties with an interest

When a party with a direct or indirect interest in the lot who may have knowledge of the lot's reserve or other material information may be bidding on the lot, we will mark the lot with this symbol ". This interest can include beneficiaries of an estate that consigned the lot or a joint owner of a lot. Any interested party that successfully bids on a lot must comply with Christie's Conditions of Sale, including paying the lot's full Buyer's Premium plus applicable taxes.

### Post-catalogue notifications

In certain instances, after the catalogue has been published, Christie's may enter into an arrangement or become aware of bidding that would have required a catalogue symbol. In those instances, a pre-sale or pre-lot announcement will be made.

## Other Arrangements

Christie's may enter into other arrangements not involving bids. These include arrangements where Christie's has made loans or advanced money to consignors or prospective purchasers or where Christie's has shared the risk of a guarantee with a partner without the partner being required to place an irrevocable written bid or otherwise participating in the bidding on the lot. Because such arrangements are unrelated to the bidding process they are not marked with a symbol in the catalogue.

HONG KONG I 23 MARCH 2021 I CONDITIONS OF SALE FOR LOT 1 ONLY

Please see http://www.christies.com/ financialinterest/ for a more detailed explanation of minimum price guarantees and third party financing arrangements.

### **EXPLANATION OF CATALOGUING PRACTICE**

Terms used in a catalogue or lot description have the meanings ascribed to them below. Please note that all statements in a catalogue or lot description as to authorship, period, reign or dynasty are made subject to the provisions of the Conditions of Sale, including the Authenticity Warranty. Our use of these expressions does not take account of the condition of the lot or of the extent of any restoration. Buyers are advised to inspect the property themselves. Written

condition reports are usually available on request. A term and its definition listed under 'Qualified Headings' is a qualified statement as to authorship, period, reign or dynasty. While the use of this term is based upon careful study and represents the opinion of specialists. Christie's and the consignor assume no risk, liability and responsibility for the authenticity of authorship or of the lot being created in certain period, reign or dynasty of any lot in this catalogue described by this term, and the Authenticity Warranty shall not be available with respect to lots described using this term.

Discrepancy in the layout of information may appear between the catalogue description in English and its Chinese translation. We will use the English version of the catalogue description in deciding any issue or disputes which arise under the Authenticity Warranty or the 'Qualified Headings'.

### ICTURES, DRAWINGS, PRINTS, AND MINIATURES, SCULPTURES, INSTALLATION, VIDEO, CALLIGRAPHY AND PAINTED CERAMIC

Qualified Headings
• "Attributed to...": in Christie's qualified opinion probably a work by the artist in whole or in part.

- "Studio of ..."/"Workshop of ...": in Christie's qualified opinion a work executed in the studio or workshop of the artist, possibly under his supervision. • "Circle of ...": in Christie's qualified opinion a work of the period of the artist and showing his influence.
- "Follower of ...": in Christie's qualified opinion a work executed in the artist's style but not necessarily by a pupil.

- "Manner of ...": in Christie's qualified opinion a work executed in the artist's style but of a later date. · "After ...": in Christie's qualified opinion a copy (of
- any date) of a work of the artist "Signed ..."/"Dated ..."/ "Inscribed ...": in
- Christie's qualified opinion the work has been signed/dated/inscribed by the artist. "With signature ..."/"With date ..."/ "With inscription ...": in Christie's qualified opinion the signature/ date/inscription appears to be by a hand

The date given for Old Master, Modern and Contemporary Prints is the date (or approximate date when prefixed with 'circa') on which the matrix was worked and not necessarily the date when the impression was printed or published.

The date given for Chinese Books and Rubbings is the date (or approximate date when prefixed with 'circa') when the impression was printed or published.

## 重要通知及目錄編列方法之說明

## 重要通知

## 佳士得在受委託拍賣品中的權益

A: 部分或全部歸佳十得擁有的拍賣品

佳士得可能會不時提供佳士得集團旗下公司全部或部分擁有 之拍賣品。該等拍賣品在目錄中於拍賣編號旁註有 △ 符號 以資識別。如果佳士得在目錄中每一項拍賣品中均有所有權 或經濟利益,佳士得將不會於每一項拍賣品旁附注符號,但 會於正文首頁聲明其權益。

## 保證最低出售價

佳士得有時就某些受委托出售的拍賣品的拍賣成果持有直接 的經濟利益。通常為其向賣方保證無論拍賣的結果如何 賣方將就拍賣品的出售獲得最低出售價。這被稱為保證最低 出售價。該等拍賣品在目錄中於拍賣編號旁註有 • 號以資識

### ○◆ 第三方保證 / 不可撤銷的競投

在佳士得已經提供最低出售價保證,如果拍賣品未能出售 佳士得將承擔遭受重大損失的風險。因此,佳士得有時選擇 與同意在拍賣之前就該拍賣品提交一份不可撤銷的書面競投 的第三方分擔該風險。如果沒有其他更高的競價,第三方承 諾將以他們提交的不可撤銷的書面競投價格購買該拍賣品。 第三方因此承擔拍賣品未能出售的所有或部分風險。該等拍 賣品在目錄中注以符號 ○◆ 以資識別。

第三方需要承擔風險,在自身不是成功競投人的情況下,佳 士得將給予酬金給第三方。第三方的酬金可以是固定金額或 基於成交價計算的酬金。 第三方亦可以就該拍賣品以超過 書面競投的價格進行競投。如果第三方成功競投,第三方必 須全額支付不可撤銷的成交價及買方酬金。

我們要求第三方保證人向其客戶披露在給予保證的拍賣品持 有的經濟利益。如果您涌過顧問意見或委託代理人競投一件 標示為有第三方融資的拍賣品,我們建議您應當要求您的代 士得及賣方對該詞語及其所陳述的本目錄拍賣品之創作者或

理人確認他 / 她是否在拍賣品持有經濟利益。

### **¤** 利益方的競投

當那些可能獲悉了拍賣品的底價或其他重要信息對拍賣品擁 有直接或間接權益的一方可能進行競投時,我們會對該拍賣 品附注符號 ¤。該利益可包括委託出售拍賣品的遺產受益人 或者拍賣品的共同所有人之一。任何成功競得拍賣品的利益 方必須遵守佳士得的業務規定,包括全額支付拍賣品的買方 酬金及適用的稅費。

## 目錄出版後通知

在有些情形下,在目錄出版後,佳士得可能會達成某種安排 或意識到有需要附注目錄符號的競投。在此情況下,我們會 在拍賣會前或拍賣該項拍賣品前做出通知。

佳士得可能訂立與競投無關的協議。這些協議包括佳士得向 賣方或潛在買方提供借款或者預付金額或者佳士得與第三方 分擔保證風險,但並不要求第三方提供不可撤銷的書面競投 或參與拍賣品的競投。因為上述協議與競投過程無關,我們 不會在日錄中注以符號。

請登錄 http://www.christies.com/financial-interest/ 瞭解 更多關於最低出售價保證以及第三方融資安排的說明。

## 目錄編列方法之說明

下列詞語於本目錄或拍賣品描述中具有以下意義。請注意本 目錄內或拍賣品描述中有關創作者、時期、統治時期或朝代 的所有陳述均在符合本公司之業務規定•買方須知,包括真品 保證的條款下作出。該用詞的表達獨立於拍賣品本身的狀況 或任何程度的修復。我們建議買方親身檢視拍賣品的狀況。 佳士得也可按要求提供書面狀況報告。

於本目錄「有保留的標題」下編列方法的詞語及其定義為對 拍賣品創作者、時期、統治時期或朝代有所保留的陳述。該 詞語之使用,乃依據審慎研究所得之佳士得專家之意見。佳

拍賣品於某時期、統治時期或朝代內創作的直層,並不承擔 任何風險、法律責任和義務。而真品保證條款,亦不適用於 以該詞語所描述的拍賣品

目錄描述中資料的前後編排版面的英文版本與中文翻譯可能 出現偏差。我們將會使用英文版本之目錄描述解決真品保證 或「有保留的標題」下產生的任何問題以及爭議。

## 繪畫、素描、版畫、小型畫、雕塑、裝置、錄 像、書法及手繪瓷器

## 有保留的標題

佳士得認是屬於該藝術家之作品

「傳」、「認為是…之作品」指以佳士得有保留之意見認為 某作品大概全部或部份是藝術家之創作。

「 ... 之創作室」及「... 之工作室」 指以佳士得有保留之意 見認為,某作品在某 藝術家之創作室或工作室完成,可能 在他監 督下完成。

「... 時期」 指以佳士得有保留之意見認為,某作品屬於該 藝術家時期 之創作,並且反映出該藝術家之影響。

「 跟隨 ... 風格 」 指以佳士得有保留之意見認為,某作品具 有 某藝術家之風格,但未必是該藝術家門生之 作品。

「 具有 ... 創作手法」 指以佳士得有保留之意見認為,某作 品具有某藝術家之風格,但於較後時期完成。

「… 複製品」 指以佳士得有保留之意思認為,某作品是某 藝術家作品之複製品(任何日期)。 「 簽名 ...」、「日期 ...」、「題寫 ...」指以佳士得有保留之

意見認為,某作品由某藝術家簽名/寫上日期/題詞。

「附有…簽名」、「附有…之日期」、「附有…之題詞」 「款」指以佳士得有保留之意見認為某簽名/某日期/題詞 應不 是某藝術家所為。

古代、近現代印刷品之日期是指製造模具之日期[或大概日 期〕而不一定是作品印刷或出版之日。

中國古籍及拓本之日期是指作品印刷或出版之時期〔或大概

However, if we choose, we can also sell your property in any way we think appropriate. We will use the proceeds of the sale against any amounts you owe us and we will pay any amount left from that sale to you. If there is a shortfall, you must pay us any difference between the amount we have received from the sale and the amount you owe us.

### G COLLECTION AND STORAGE

(a) You must collect purchased lots within thirty days from the auction (but note that lots will not be released to you until you have made full and clear payment of all amounts due to us).

(b) Information on collecting **lots** is set out on the Storage and Collection page and on an information sheet which you can get from the bidder registration staff or Christie's Post-Sale Services Department on +44 (0)20 7752 3200.

(c) If you do not collect any **lot** within thirty days following the auction we can, at our option:

(i) charge you storage costs at the rates set out at www.christies.

(ii) move the **lot** to another Christie's location or an affiliate or third party warehouse and charge you transport costs and administration fees for doing so and you will be subject to the third party storage warehouse's standard terms and to pay for their standard fees and

(iii) sell the lot in any commercially reasonable way we think appropriate (d) The Storage Conditions which can be found at www.christies. com/storage will apply.

### H TRANSPORT AND SHIPPING

### TRANSPORT AND SHIPPING

We will enclose a transport and shipping form with each invoice sent to you. You must make all transport and shipping arrangements. However, we can arrange to pack, transport and ship your property if you ask us to and pay the costs of doing so. We recommend that you ask us for an **estimate**, especially for any large items or items of high value that need professional packing before you bid. We may also suggest other handlers, packers, transporters or experts if you ask us to do so. For more information, please contact Christie's Art Transport on +44 (0)20 7839 9060. See the information set out at www.christies.com/shipping or contact us at arttransport london@christies.com. We will take reasonable care when we are handling, packing, transporting and shipping a lot. However, if we recommend another company for any of these purposes, we are not esponsible for their acts, failure to act or neglect.

### 2 EXPORT AND IMPORT

Any lot sold at auction may be affected by laws on exports from the country in which it is sold and the import restrictions of other countries. Many countries require a declaration of export for property leaving the country and/or an import declaration on entry of property into the country. Local laws may prevent you from importing a lot or may prevent you selling a lot in the country you import it into. We will not be obliged to cancel your purchase and refund the **purchase price** if your **lot** may not be exported, imported or it is seized for any reason by a government authority. It is your responsibility to determine and satisfy the requirements of any applicable laws or regulations relating to the export or import of any lot you purchase. (a) You alone are responsible for getting advice about and meeting the requirements of any laws or regulations which apply to exporting or importing any **lot** prior to bidding. If you are refused a licence or there is a delay in getting one, you must still pay us in full for the **lot**. We may be able to help you apply for the appropriate licences if you ask us to and pay our fee for doing so. However, we cannot guarantee that you will get one.

For more information, please contact Christie's Art Transport Department on +44 (0)20 7839 9060. See the information set out at www.christies.com/shipping or contact us at arttransport ondon@christies.com

(b) You alone are responsible for any applicable taxes, tariffs or other government-imposed charges relating to the export or import of the **lot**. If Christie's exports or imports the **lot** on your behalf, and if Christie's pays these applicable taxes, tariffs or other government-imposed charges, you agree to refund that

## (c) Lots made of protected species

Lots made of or including (regardless of the percentage) endangered and other protected species of wildlife are marked with the symbol in the catalogue. This material includes, among other things, ivory. tortoiseshell crocodile skin rhinoceros horn whalehone certain tortoisestieli, crocome skiri, minoceros norn, whatebone, certain species of coral, and Brazilian rosewood. You should check the relevant customs laws and regulations before bidding on any lot containing wildlife material if you plan to import the lot into another country. Several countries refuse to allow you to import property containing these materials, and some other countries require a licence from the relevant regulatory agencies in the countries of exportation as well as importation. In some cases, the lot can only be shipped with an independent scientific confirmation of species and/or age and you will need to obtain these at your own cost. If a lot contains elephant ivory, or any other wildlife material that could be confused with elephant ivory (for example, mammoth ivory, walrus ivory, helmeted hornbill ivory), please see further important information in paragraph (c) if you are proposing to import the **lot** into the USA. We will not be obliged to cancel your purchase and refund the **purchase price** if your **lot** may not be exported, imported or it is seized for any reason by a government authority. It is your responsibility to determine and satisfy the requirements of any applicable laws or regulations relating to the export or import of property containing such protected or regulated material.

### (d) US import ban on African elephant ivory

The USA prohibits the import of ivory from the African elephant. Any **lot** containing elephant ivory or other wildlife material that could be easily confused with elephant ivory (for example, mammoth ivory, walrus ivory, helmeted hornbill ivory) can only be imported into the US with results of a rigorous scientific test acceptable to Fish & Wildlife, which confirms that the material is not African elephant vivory. Where we have conducted such rigorous scientific testing on a **lot** prior to sale, we will make this clear in the lot description. In all other cases, we cannot confirm whether a **lot** contains African elephant

ivory and you will buy that **lot** at your own risk and be responsible for any scientific test or other reports required for import into the USA at your own cost. If such scientific test is inconclusive or confirms the material is from the African elephant, we will not be obliged to cancel your purchase and refund the purchase price.

### (e) Lots of Iranian origin

Some countries prohibit or restrict the purchase and/or import of Iranian-origin 'works of conventional craftsmanship' (works that are not by a recognised artist and/or that have a function, for example: carpets, bowls, ewers, tiles, ornamental boxes). For example, the USA prohibits the import of this type of property and its purchase by US persons (wherever located). Other countries only permit the import of this property in certain circumstances. As a convenience to buyers, Christie's indicates under the title of a lot if the lot originates from Iran (Persia). It is your responsibility to ensure you do not bid on or import a lot in contravention of the sanctions or trade embargoes that apply to you.

Gold of less than 18ct does not qualify in all countries as 'gold' and may be refused import into those countries as 'gold'.

### (a) lewellery over 50 years old

Under current laws, jewellery over 50 years old which is worth £39,219 or more will require an export licence which we can apply for on your behalf. It may take up to eight weeks to obtain the export llery licence.

### (h) Watches

Many of the watches offered for sale in this catalogue are pictured with straps made of endangered or protected animal materials such as alligator or crocodile. These lots are marked with the symbol \(\psi\) in the catalogue. These endangered species straps are shown for display purposes only and are not for sale. Christie's will remove and retain the stran prior to shipment from the sale site. At some sale sites. Christie's may, at its discretion, make the displayed endangered species strap available to the buyer of the **lot** free of charge if collected in person from the sale site within one year of the date of the sale. Please check with the department for details on a particular **lot**. For all symbols and other markings referred to in paragraph H2,

please note that **lots** are marked as a convenience to you, but we do not accept liability for errors or for failing to mark **lots**.

### I OUR LIABILITY TO YOU

(a) We give no warranty in relation to any statement made, or information given, by us or our representatives or employees, about any lot other than as set out in the authenticity warranty and, as far as we are allowed by law, all warranties and other terms which may be added to this agreement by law are excluded. The seller's warranties contained in paragraph E1 are their own and we do not have any liability to you in relation to those warranties.

(b) (i) We are not responsible to you for any reason (whether for breaking this agreement or any other matter relating to your purchase of, or bid for, any **lot**) other than in the event of fraud or fraudulent misrepresentation by us or other than as expressly set out in these Conditions of Sale; or

(ii) We do not give any representation, warranty or guarantee or assume any liability of any kind in respect of any lot with regard assume any mainty of any kind in respect of any low with regard to merchantability, fitness for a particular purpose, description, size, quality, condition, attribution, authenticity, rarity, importance, medium, provenance, exhibition history, literature, or historical relevance. Except as required by local law, any **warranty** of any kind is excluded by this paragraph.

(c) In particular, please be aware that our written and telephone to in particular, please be aware that on written and delephone bidding services, Christie's LIVE's condition reports, currency converter and saleroom video screens are free services and we are not responsible to you for any error (human or otherwise), omission or breakdown in these services.

(d) We have no responsibility to any person other than a buyer in

connection with the nurchase of any lot

(e) If, in spite of the terms in paragraphs (a) to (d) or E2(i) above, we are found to be liable to you for any reason, we shall not have to pay more than the purchase price paid by you to us. We will not be responsible to you for any reason for loss of profits or business, loss of opportunity or value, expected savings or interest, costs, damages, or expenses.

## I OTHER TERMS

### 1 OUR ABILITY TO CANCEL

In addition to the other rights of cancellation contained in this agreement, we can cancel a sale of a **lot** if: (i) any of your warranties in paragraph E3 are not correct; (ii) we reasonably believe that completing the transaction is or may be unlawful; or (iii) we reasonably believe that the sale places us or the seller under any

## 2 RECORDINGS

We may videotape and record proceedings at any auction. We will keep any personal information confidential, except to the extent disclosure is required by law. However, we may, through this process, use or share these recordings with another **Christie's Group** company and marketing partners to analyse our customers and to help us to tailor our services for buyers. If you do not want to be videotaped, you may make arrangements to make a telephone or written bid or bid on Christie's LIVE™ instead. Unless we agree otherwise in writing, you may not videotape or record proceedings at any auction.

## 3 COPYRIGHT

We own the copyright in all images, illustrations and written material produced by or for us relating to a **lot** (including the contents of our catalogues unless otherwise noted in the catalogue). You cannot use them without our prior written permission. We do not offer any guarantee that you will gain any copyright or other reproduction

## 4 ENFORCING THIS AGREEMENT

If a court finds that any part of this agreement is not valid or is illegal or impossible to enforce, that part of the agreement will be treated as being deleted and the rest of this agreement will not be affected.

### 5 TRANSFERRING YOUR RIGHTS AND RESPONSIBILITIES

You may not grant a security over or transfer your rights or responsibilities under these terms on the contract of sale with the buyer unless we have given our written permission. This agreement will be binding on your successors or estate and anyone who takes over your rights and responsibilities.

### 6 TRANSLATIONS

If we have provided a translation of this agreement, we will use this original version in deciding any issues or disputes which arise under this agreement.

### 7 PERSONAL INFORMATION

We will hold and process your personal information and may pass it to another **Christie's Group** company for use as described in, and in line with, our privacy notice at **www.christies.com/about-us/contact/privacy** and if you are a resident of California you can see a copy of our California Consumer Privacy Act statement at <a href="https://www.christies.com/about-us/contact/ccpa">https://www.christies.com/about-us/contact/ccpa</a>.

No failure or delay to exercise any right or remedy provided under these Conditions of Sale shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or

## 9 LAW AND DISPUTES

This agreement, and any contractual or non-contractual dispute arising out of or in connection with this agreement, will be governed alising dut of or in collection with this agreement, with be governing by English law. Before either you or we start any court proceedings and if you and we agree, you and we will try to settle the dispute by mediation in accordance with the CEDR Model Mediation Procedure. If the dispute is not settled by mediation, you agree for our benefit that the dispute will be referred to and dealt with exclusively in the English courts; however, we will have the right to bring proceedings against you in any other court.

### 10 REPORTING ON WWW.CHRISTIES.COM

Details of all **lots** sold by us, including **catalogue descriptions** and prices, may be reported on **www.christies.com**. Sales totals are **hammer price** plus **buyer's premium** and do not reflect costs, financing fees, or application of buyer's or seller's credits. We regret that we cannot agree to requests to remove these details from www.

### K GLOSSARY

auctioneer: the individual auctioneer and/or Christie's.

authentic: a genuine example, rather than a copy or forgery of: (i) the work of a particular artist, author or manufacturer, if the **lot** is described in the **Heading** as the work of that artist, author or manufacturer;

(ii) a work created within a particular period or culture, if the lot is described in the **Heading** as a work created during that period or (iii) a work for a particular origin source if the lot is described in the

Heading as being of that origin or source; or
(iv) in the case of gems, a work which is made of a particular material, if the lot is described in the Heading as being made of

that material authenticity warranty: the guarantee we give in this agreement that a **lot** is authentic as set out in section E2 of this agreement.

buyer's premium: the charge the buyer pays us along with the hammer price.

catalogue description: the description of a lot in the catalogue for the auction, as amended by any saleroom notice.

Christie's Group: Christie's International Plc its subsidiaries and er companies within its corporate group.

condition: the physical condition of a lot. due date: has the meaning given to it in paragraph F1(a).

estimate: the price range included in the catalogue or any saleroom notice within which we believe a lot may sell. Low estimate means the lower figure in the range and high estimate means the higher figure. The mid estimate is the midpoint between the two.

hammer price: the amount of the highest bid the auctionee accepts for the sale of a lot.

Heading: has the meaning given to it in paragraph E2. Subheading: has the meaning given to it in paragraph E2.

lot: an item to be offered at auction (or two or more items to be offered at auction as a group).

other damages: any special, consequential, incidental or indirect damages of any kind or any damages which fall within the meaning of 'special', 'incidental' or 'consequential' under local law.

purchase price: has the meaning given to it in paragraph F1(a). provenance: the ownership history of a lot.

provenance: the ownership history of a lot.

qualified, has the meaning given to it in paragraph E2 and Qualified

Headings means the section headed Qualified Headings on the
page of the catalogue headed 'Important Notices and Explanation

of Cataloguing Practice'.

reserve: the confidential amount below which we will not sell a lot saleroom notice: a written notice posted next to the lot in the saleroom and on www.christies.com, which is also read to prospective elephone bidders and notified to clients who have left commiss bids, or an announcement made by the **auctioneer** either at th beginning of the sale, or before a particular lot is auctioned.

UPPER CASE type: means having all capital letters.

warranty: a statement or representation in which the person making it guarantees that the facts set out in it are correct.

VAT SYMBOLS AND EXPLANATION

he VAT liability in force on the date of the sale will be the rules under which we invoice you. You can find the meanings of words in bold on this page in the glossary section of the Conditions of Sale.

If the UK withdraws from the EU without an agreed transition deal relating to the import and export of property, your invoiced VAT position may retrospectively change and additional import tariffs may be due if you import your purchase into the EU. For information on VAT refunds please refer to the "VAT refunds" section below. Christie's is unable to provide tax or financial advice to you and recommy you obtain your own independent tax advice.

### VAT Pavable

Symbol				
No Symbol	We will use the VAT Margin Scheme VATA 1995, s50A & SI 1995/1268) Art. 12. No VAT will be charged on the <b>hammer price</b> . VAT at 20% will be added to the <b>buyer's premium</b> but will not be shown separately on our invoice.			
† θ	We will invoice under standard VAT rules and VAT will be charged at 20% on both the <b>hammer price</b> and <b>buyer's premium</b> and shown separately on our invoice. For qualifying books only, no VAT is payable on the <b>hammer price</b> or the <b>buyer's premium</b> .			
*	These <b>lots</b> have been imported from outside the EU or, if the UK has withdrawn from the EU without an agreed transition deal, from outside of the UK for sale and placed under the Temporary Admission regime. Import VAT is payable at 5% on the <b>hammer price</b> . VAT at 20% will be added to the <b>buyer's premium</b> but will not be shown separately on our invoice.			
Ω	These <b>lots</b> have been imported from outside the EU or, if the UK has withdrawn from the EU without an agreed transition deal, from outside of the UK for sale and placed under the Temporary Admission regime. Customs Duty as applicable will be added to the <b>hammer price</b> and Import VAT at 20% will be charged on the Duty Inclusive <b>hammer price</b> . VAT at 20% will be added to the <b>buyer's premium</b> but will not be shown separately on our invoice.			
α	The VAT treatment will depend on whether you have registered to bid with an EU address or, if the UK has withdrawn from the EU without an agreed transition deal, a UK address or non-EU/non-UK address:  If you register to bid with an address within the EU or UK (as applicable above) you will be invoiced under the VAT Margin Scheme (see No Symbol above).  If you register to bid with an address outside of the EU or UK (as applicable above) you will be invoiced under standard VAT rules (see 1 symbol above).			
‡	For wine offered 'in bond' only. If you choose to buy the wine in bond no Excise Duty or Clearance VAT will be charged on the hammer price.  If you choose to buy the wine out of bond Excise Duty as applicable will be added to the hammer price and Clearance VAT at 20% will be charged on the Duty inclusive hammer price. Whether you buy the wine in bond or out of bond, 20% VAT will be added to the buyer's premium and shown on the invoice			

### VAT refunds: what can I reclaim?

Non-VAT registered UK buyer or Non-VAT registered EU buyer		No VAT refund is possible If the UK has withdrawn from the EU without an agreed transition deal, please refer to the Brexit section below.		
UK VAT registered buyer	No symbol and <b>α</b>	The VAT amount in the <b>buyer's premium</b> cannot be refunded. However, on request we can re-invoice you outside of the VAT Margin Scheme under normal UK VAT rules (as if the <b>lot</b> had been sold with a <sup>†</sup> symbol). Subject to HMRC's rules, you can then reclaim the VAT charged through your own VAT return.		
	$\star$ and $\Omega$	Subject to HMRC's rules, you can reclaim the Import VAT charged on the hammer price through your own VAT return when you are in receipt of a C79 form issued by HMRC. The VAT amount in the buyer's premium is invoiced under Margin Scheme rules so cannot normally be claimed back. However, if you request to be re-invoiced outside of the Margin Scheme under standard VAT rules (as if the lot had been sold with a 'symbol) then, subject to HMRC's rules, you can reclaim the VAT charged through your own VAT return.		
EU VAT registered buyer	No Symbol and α	The VAT amount in the <b>buyer's premium</b> cannot be refunded. However, on request we can re-invoice you outside of the VAT Margin Scheme under normal UK VAT rules (as if the <b>lot</b> had been sold with a <sup>†</sup> symbol). See below for the rules that would then apply. If the UK has withdrawn from the EU without an agreed transition deal, please refer to the Brexit section below.		
	t	If you provide us with your EU VAT number we will not charge VAT on the <b>buyer's premium</b> . We will also refund the VAT on the <b>hammer price</b> if you ship the <b>lot</b> from the UK and provide us with proof of shipping, within three months of collection.  If the UK has withdrawn from the EU without an agreed transition deal, please refer to the Brexit section below.		
	$\star$ and $\Omega$	The VAT amount on the hammer price and in the buyer's premium cannot be refunded.  However, on request we can re-invoice you outside of the VAT Margin Scheme under normal UK VAT rules (as if the lot had been sold with a * symbol).  See above for the rules that would then apply.  If the UK has withdrawn from the EU without an agreed transition deal, please refer to the Brexit section below.		

The following rules will apply if the UK has withdrawn from the EU without an agreed transition deal.

Non-EU buyer, Non-VAT registered EU buyer or EU VAT registered buyer		If you meet ALL of the conditions in notes 1 to 3 below we will refund the following tax charges:
	No Symbol	We will refund the VAT amount in the <b>buyer's premium</b> .
	† and $\alpha$	We will refund the VAT charged on the <b>hammer price</b> . VAT on the <b>buyer's premium</b> can only be refunded if you are an overseas business. The VAT amount in the <b>buyer's premium</b> cannot be refunded to non-trade clients.
	‡ (wine only)	No Excise Duty or Clearance VAT will be charged on the <b>hammer price</b> providing you export the wine while 'in bond' directly outside the EU or, if the UK has withdrawn from the EU without an agreed transition deal, outside of the UK using an Excise authorised shipper. VAT on the <b>buyer's premium</b> can only be refunded if you are an overseas business.  The VAT amount in the <b>buyer's premium</b> cannot be refunded to non-trade clients.
	$\star$ and $\Omega$	We will refund the Import VAT charged on the hammer price and the VAT amount in the buyer's premium.

of VAT amounts or Import VAT to buyers who do not meet all applicable conditions in full. If you are unsure whether you will contact Client Services at the address below before you bid. 2. No VAT amounts or Import VAT will be refunded where the total refund is under £100. 3. To receive a refund of VAT amounts/Import VAT (as applicable) a non-FU or FU

1. We CANNOT offer refunds

a) have registered to bid with an address outside of the FU prior to the UK withdrawing rom the EU without an agree transition deal) or UK (after the UK has withdrawn from the EU without an agreed transition deal): and

buyer (as applicable) must:

b) provide immediate proof of correct export out of the EU or UK (as applicable pursuant to (a) above within the required time frames of: 30 days via

a 'controlled export' for \* and O lote All other lote must be exported within three months of collection. 4. Details of the documents

which you must provide to us to show satisfactory proof of export/shipping are available from our VAT team at the address below.

We charge a processing fe of £35.00 per invoice to check shipping/export documents. We will waive this processing

Shipping Department to arrange your export/shipping. 5. If you appoint Christie's Art Transport or one of our authorised shippers to arrange your export/shipping we will ssue you with an export invoice

with the applicable VAT or

duties cancelled as outlined

fee if you appoint Christie's

If you later cancel or change the shipment in a manner that infringes the rules outlined

above we will issue a revised invoice charging you all applicable taxes/charges. 6. If you ask us to re-invoice you under normal UK VAT rules (as if the lot had been sold with a † symbol) instead of under the Margin Scheme the **lot** may become ineligible to be resold using the Margin Schemes. Prior to the UK withdrawing

from the EU without an agreed

within the EU must be within 3

You should take professional advice if you are unsure how this may affect you. 7. All reinvoicing requests must be received within four years n the date of sale. If you have any questions about

/AT refunds please contact Christie's Client Services on Tel: +44 (0)20 7389 2886.

months from the date of sale.

Fax: +44 (0)20 7839 1611.

09/12/20 08/12/20

## SYMBOLS USED IN THIS CATALOGUE

The meaning of words coloured in **bold** in this section can be found at the end of the section of the catalogue headed 'Conditions of Sale'.

Christie's has a direct financial interest in the lot. See Important Notices and Explanation of Cataloguing Practice.

Owned by Christie's or another Christie's Group company in whole or part. See Important Notices and Explanation of Cataloguing Practice.

Christie's has a direct financial interest in the **lot** and has funded all or part of our interest with the help of someone else. See Important Notices and Explanation of Cataloguing Practice.

Bidding by interested parties.

Artist's Resale Right. See Section D3 of the Conditions of Sale.

Lot offered without reserve which will be sold to the highest bidder regardless of the pre-sale estimate in the catalogue.

**Lot** incorporates material from endangered species which could result in export restrictions. See Section H2(c) of the Conditions of Sale.



Lot incorporates material from endangered species which is shown for display purposes only and is not for sale. See Section H2(h) of the Conditions of Sale.

See VAT Symbols and Explanation.



See Storage and Collection Page.

Please note that **lots** are marked as a convenience to you and we shall not be liable for any errors in, or failure to, mark a **lot**.

## **IMPORTANT NOTICES**

## CHRISTIE'S INTEREST IN PROPERTY

### Property Owned in part or in full by Christie's

From time to time, Christie's may offer a **lot** which it owns in whole or in part. Such property is identified in the catalogue with the symbol  $\Delta$  next to its **lot** number. Where Christie's has an ownership or financial interest in every lot in the catalogue Christie's will not designate each lot with a symbol, but will state its interest in the front of the

## o Minimum Price Guarantees

On occasion, Christie's has a direct financial interest in the outcome of the sale of certain lots consigned for sale. This will usually be where it has guaranteed to the Seller that whatever the outcome of the auction, the Seller will receive a minimum sale price for the work. This is known as a minimum price guarantee. Where Christie's holds such financial interest we identify such lots with the symbol o next to the lot number.

## ○ Third Party Guarantees/Irrevocable bids

Where Christie's has provided a Minimum Price Guarantee it is at risk of making a loss, which can be significant, if the lot fails to sell. Christie's therefore sometimes chooses to share that risk with a third party who agrees prior to the auction to place an irrevocable written bid on the lot. If there are no other higher bids, the third party commits to buy the lot at the level of their irrevocable written bid. In doing so the third party takes on all or part of the risk of the lot not being sold. Lots which are subject to a third party guarantee arrangement are identified in the catalogue with the symbol 0 ◆.

In most cases, Christie's compensates the third party in exchange for accepting this risk. Where the third party is the successful bidder, the third party's remuneration is based on a fixed financing fee. If the third party is not the successful bidder, the remuneration may either be based on a fixed fee or an amount calculated against the final hammer price. The third party may also bid for the lot above the irrevocable written bid. Where the third party is the successful bidder, Christie's will report the purchase price net of the fixed financing fee.

Third party guarantors are required by us to disclose to anyone they are advising their financial interest in any lots they are guaranteeing. However, for the avoidance of any doubt, if you are advised by or bidding through an agent on a lot identified as being subject to a third party guarantee you should always ask your agent to confirm whether or not he or she has a financial interest in relation to the lot

Bidding by parties with an interest
When a party with a direct or indirect interest in the lot who may have knowledge of the lot's reserve or other material information may be bidding on the **lot**, we will mark the **lot** with this symbol o. This interest can include beneficiaries of an estate that consigned the lot or a joint owner of a **lot**. Any interested party that successfully bids on a **lot** must comply with Christie's Conditions of Sale, including paying the lot's full Buyer's Premium plus applicable taxes.

## Post-catalogue notifications

In certain instances, after the catalogue has been oublished, Christie's may enter into an arrangement or become aware of bidding that would have required a catalogue symbol. In those instances, a pre-sale or pre-lot

Christie's may enter into other arrangements not involving bids. These include arrangements where Christie's has made loans or advanced money to consignors or prospective purchasers or where Christie's has shared the risk of a guarantee with a partner without the partner being required to place an irrevocable written bid or otherwise participating in the bidding on the lot. Because such arrangements are unrelated to the bidding process they are not marked with a symbol in the catalogue.

### POST 1950 FURNITURE

All items of post-1950 furniture included in this sale are items either not originally supplied for use in a private home or sold as collector's items. These items may not comply with the provisions of the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended in 1989, 1993 and 2010, the "Regulations"). Accordingly, these items should not be used as furniture in your home in their current condition. If you do intend o use such items for this purpose, you must first ensure that they are reunholstered, restuffed and/or recovered (as appropriate) in order that they comply with the provisions of the Regulations.

## PICTURES, DRAWINGS, PRINTS, MINIATURES AND

Name(s) or Recognised Designation of an artist without any qualification: in Christie's opinion a work by the artist.

## QUALIFIED HEADINGS

"Attributed to...": in Christie's qualified opinion probably a work by the artist in whole or in part.

"Studio of ..."/"Workshop of ...": in Christie's qualified opinion a work executed in the studio or workshop of the artist, possibly under his supervision.

"Circle of ...": in Christie's qualified opinion a work of the period of the artist and showing his influence.

"Follower of ...": in Christie's qualified opinion a work executed in the artist's style but not necessarily by a

"Manner of ...": in Christie's qualified opinion a work executed in the artist's style but of a later date.

"After ...": in Christie's qualified opinion a copy (of any date) of a work of the artist.

"Signed ..."/"Dated ..."/ "Inscribed ...": in Christie's qualified opinion the work has been signed/dated/ inscribed by the artist.

"With signature ..."/"With date ..."/ "With inscription ...": in Christie's qualified opinion the signature/ date/inscription appears to be by a hand other than that of

The date given for Old Master, Modern and Contemporary Prints is the date (or approximate date when prefixed with 'circa') on which the matrix was worked and not necessarily the date when the impression was printed or published.

## STORAGE AND COLLECTION

### COLLECTION LOCATION AND TERMS

Please note that at our discretion some lots may be moved immediately after the sale to our storage facility at Momart Logistics Warehouse: Units 9-12, E10 Enterprise Park, Argall Way, Leyton, London E10 7DQ. At King Street lots are available for collection on any weekday, 9.00am to

Collection from Momart is strictly by appointment only. We advise that you inform the sale administrator at least 48 hours in advance of collection so that they can arrange with Momart, However, if you need to contact Momart directly: Tel: +44 (0)20 7426 3000

Email: pcandauctionteam@momart.co.uk.

### PAYMENT OF ANY CHARGES DUE

Lots may only be released from Momart on production of the 'Collection Order' from Christie's, 8 King Street, London SW1Y 6QT. The removal and/or storage by Momart of any lots will be subject to their standard Conditions of Business, copies of which are available from Christie's, 8 King Street. London SW1Y 6QT. Lots will not be released until all outstanding charges due to Christie's are settled

### SHIPPING AND DELIVERY

stie's Post-Sale Service can organise local deliveries or international freight. Please contact them on +44 (0)20 7752 3200 or PostSaleUK@ christies.com. To ensure that arrangements for the transport of your LOT can be finalised before the expiry of any free storage period, please contact tie's Post-Sale Service for a quote as sooi

## PHYSICAL LOSS & DAMAGE LIABILITY

Christie's will accept liability for physical loss and damage to sold lots whilst in storage.

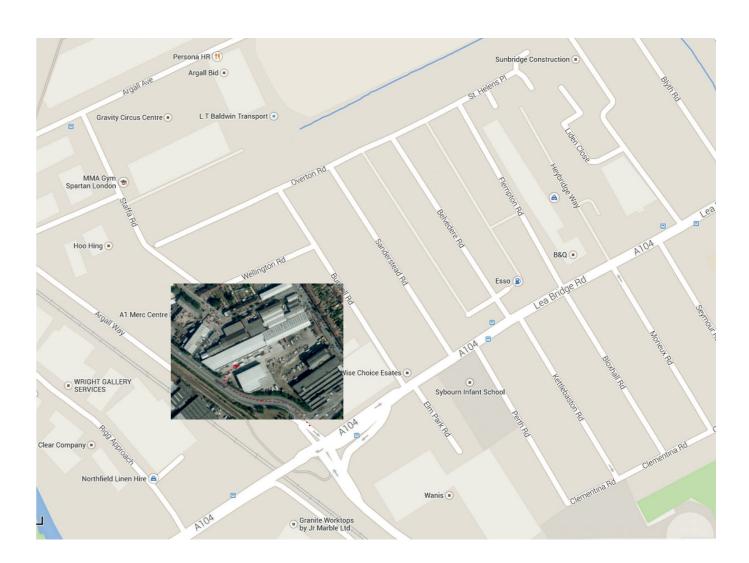
Christie's liability will be limited to the invoice purchase price including buyers' premium.

Christie's liability is subject to Christie's Terms and Conditions of Liability posted on www.christies.com.



Units 9-12, E10 Enterprise Park. Argall Way, Leyton,

London E10 7DQ Tel: +44 (0)20 7426 3000 Email: pcandauctionteam@momart.co.uk



05/03/21



# **IDENTITY VERIFICATION**

From January 2020, new anti-money laundering regulations require Christie's and other art businesses to verify the identity of all clients. To register as a new client, you will need to provide the following documents, or if you are an existing client, you will be prompted to provide any outstanding documents the next time you transact.

## **Private individuals:**

- A copy of your passport or other government-issued photo ID
- Proof of your residential address (such as a bank statement or utility bill) dated within the last three months

Please upload your documents through your christies.com account: click 'My Account' followed by 'Complete Profile'. You can also email your documents to info@christies.com or provide them in person.

## **Organisations:**

- Formal documents showing the company's incorporation, its registered office and business address, and its officers, members and ultimate beneficial owners
- A passport or other government-issued photo ID for each authorised user Please email your documents to info@christies.com or provide them in person.





PROPERTY FROM A PRIVATE EUROPEAN COLLECTION
SONIA DELAUNAY (1885-1979)
Portugaise assise
signed and dated 'SONIA DELAUNAY-TERK 1915-16' (lower right)
oil on canvas
30% x 37% in. (77.6 x 96 cm.)
Painted in 1915-1916
£250.000 - 350.000

# IMPRESSIONIST AND MODERN ART DAY AND WORKS ON PAPER SALE

London, 24 March 2021

CONTACTS
Ottavia Marchitelli
omarchitelli@christies.com

Micol Flocchini mflocchini@christies.com

Other fees apply in addition to the hammer price. See Section D





NICOLE EISENMAN (B. 1965)

Mermaid Catch
signed and dated 'Nicole Eisenman '96' (on the overlap)
oil on canvas
77½ x 63in. (196.8 x 160cm.)
Painted in 1996
£400,000-600,000

# POST WAR & CONTEMPORARY ART DAY SALE

London, 25 March 2021

## VIEWING

20 - 24 March 2021 8 King Street London SW1Y 6QT

## CONTACT

Anna Touzin ATouzin@christies.com +44 207 752 3064

Other fees apply in addition to the hammer price. See Section D of our Conditions of Sale at the back of the Auction Catalogue





SIGMAR POLKE (1941-2010)

Ohne Titel (Schüttbild) (Untitled (Pour Painting))
signed and dated 'S. Polke 96' (lower right)
lacquer on silk, in artist's frame
59 x 51½ in. (150 x 130cm.)
Executed in 1996
£350,000-500,000

# POST WAR & CONTEMPORARY ART DAY SALE

London, 25 March 2021

## VIEWING

20 - 24 March 2021 8 King Street London SW1Y 6QT

## CONTACT

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