

POST WAR & CONTEMPORARY ART



**RAGO**

AUCTION / NEW JERSEY  
11 March 2021 11 am eastern / 10 am central

EXHIBITION / NEW JERSEY  
3–10 March 2021 by appointment  
333 North Main Street Lambertville NJ

# POST WAR & CONTEMPORARY ART

WRIGHT



100

**KENNY SCHARF** b. 1958  
AMAZING!

1983  
ink on paper  
22¼ h × 28½ w in (57 × 72 cm)  
Signed, titled and dated to verso  
'Kenny Scharf 1983 AMAZING!'.  
\$5,000–7,000

Provenance  
Tony Shafrazi Gallery, New York  
Private Collection, Minneapolis  
Wright, *Post-War + Contemporary*  
*Art*, 26 February 2009, Lot 121  
Private Collection

POST WAR & CONTEMPORARY ART 11 March 2021

101

**KENNY SCHARF** b. 1958

Object to Enjoy

2007  
hand-painted porcelain  
14¾ h × 8 w × 5 d in (37 × 20 × 13 cm)  
Signed and dated to underside 'Kenny  
Scharf 07'. This unique work is from the limited  
edition of 25 hand-painted examples published  
by Cerealart, Philadelphia.

\$7,000–9,000

Provenance  
Acquired directly from Cerealart, Philadelphia  
Private Collection, Italy







102

**GIULIO TURCATO** 1912–1995  
Itinerari

c. 1970  
oil and mixed media on canvas  
27½ h × 39½ w in (70 × 100 cm)  
Signed to upper left and lower right 'Turcato'.  
Signed and inscribed to verso 'Turcato Originale'.  
Sold with a certificate of authenticity from  
the Archivio Giulio Turcato.  
**\$7,000–9,000**

Provenance  
Galleria D'Arte, Rome  
Acquired from the previous in 2017,  
Private Collection

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103

**CLAES OLDENBURG** b. 1929  
Fire Plug Souvenir-Chicago August 1968

1968  
cast plaster and acrylic paint  
8 h × 7 w × 6 d in (20 × 18 × 15 cm)  
Signed and numbered to underside 'C.O. 67/100'.  
Signed, titled and dated to underside 'C.O. Fire  
Plug August 1968'. This work is number 67 from  
the edition of 100 published by Richard Feigen  
Gallery, Chicago.  
**\$5,000–7,000**

Literature  
*Claes Oldenburg Multiples in Retrospect 1964–1990*,  
Oldenburg, Platzker, Lawson and Solway, no. 10

Provenance  
Private Collection, California





Work is comprised of several hand-painted wood elements that can be arranged into various forms for play. Retains original box and instruction sheet.

104

**JOAQUÍN TORRES-GARCÍA** 1874–1949  
Dos Perros

c. 1927

oil on wood

6½ h × 6½ w × 1 d in (17 × 17 × 3 cm)

This work has been authenticated by the daughter of Joaquín Torres-García and can be found in his catalogue raisonné under the title *Dos Perros*.

It was created for his company, Jouets Aladin and retains the original box and assembly instructions.

**\$30,000–50,000**

Literature

De Torres T4.203

Provenance

Private Collection







105

**FERNAND LÉGER** 1881–1955

La mère et l'enfant

gouache on paper

6¾ h × 6¼ w in (17 × 16 cm)

Signed with estate stamp to lower right and to verso 'FL'. The authenticity and title of this work was confirmed by Nadia Léger on verso and numbered G250. This work has been authenticated by the Comité Léger and will be sold with a certificate of authenticity.

**\$10,000–15,000**

Provenance

Sotheby's, Chicago, 20th Century

*Fine Art*, 8 November 1999, Lot 549

Private Collection



106

**SONIA DELAUNAY** 1885–1979

Contrastes simultanés

1913

watercolor on paper

17¼ h × 21¼ w in (44 × 54 cm)

Signed, dated and inscribed to lower right 'No. 798 SD. 13'. Jean-Louis Delaunay and Richard Riss have confirmed the authenticity of this work.

**\$30,000–50,000**

Literature

*Rétrospective Sonia Delaunay*, Musée National d'Art Moderne exhibition catalog, no. 46

Exhibited

*Sonia Delaunay*, October 1965, Gimpel & Hanover Galerie, Zurich and February 1966, Gimpel Fils Gallery, London

*Rétrospective Sonia Delaunay*, December 1967–January 1968, Musée National d'Art Moderne, Paris

Provenance

Gimpel & Hanover Galerie, Zurich

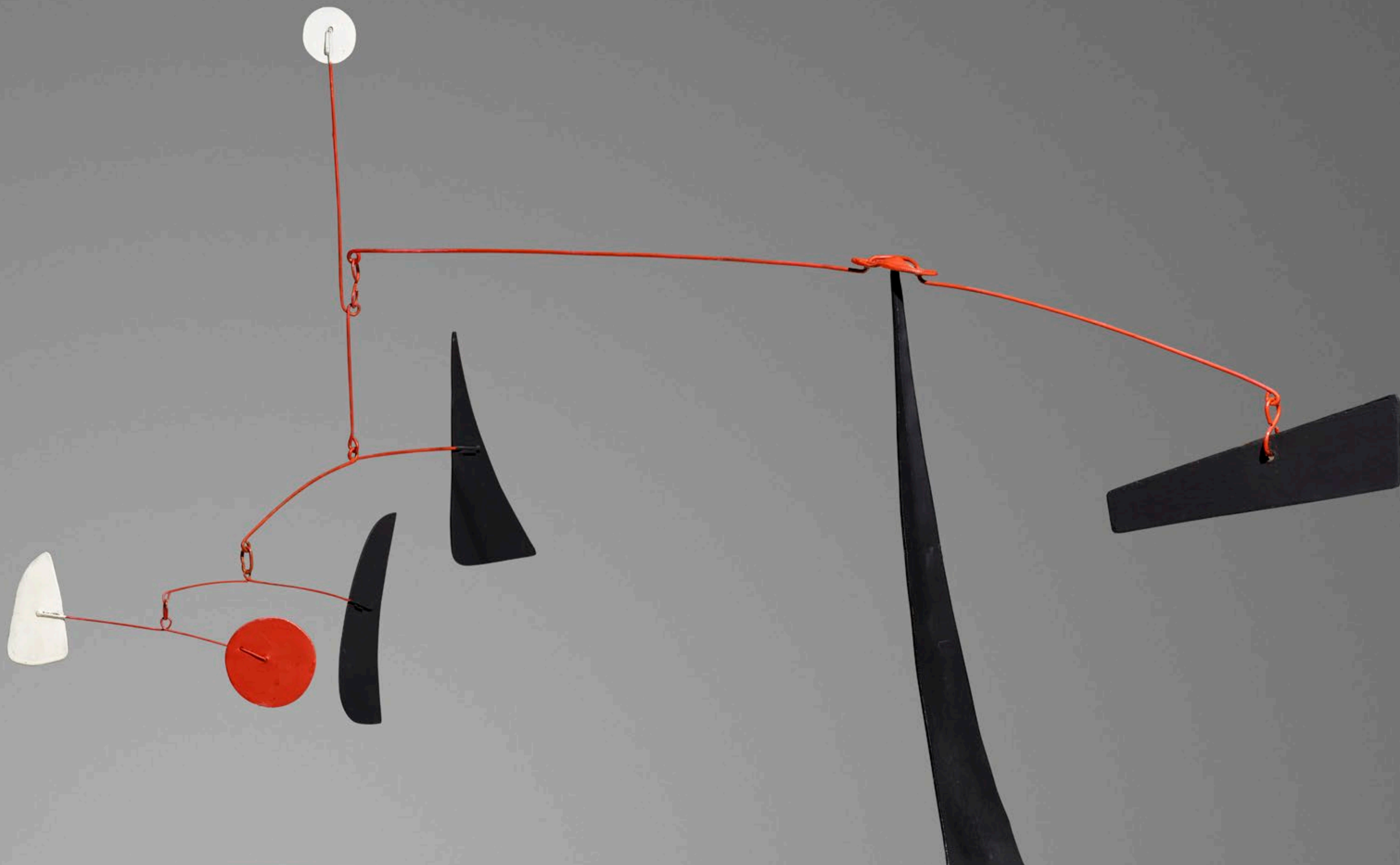
Acquired from the previous in 1965 by Erna and Curt Burgauer, Zurich

Christie's, London, 30 April 1999, Lot 138

Private Collection

Christie's, London, *Impressionist and Modern Works on Paper*, 28 February 2018, Lot 296

Private Collection



107

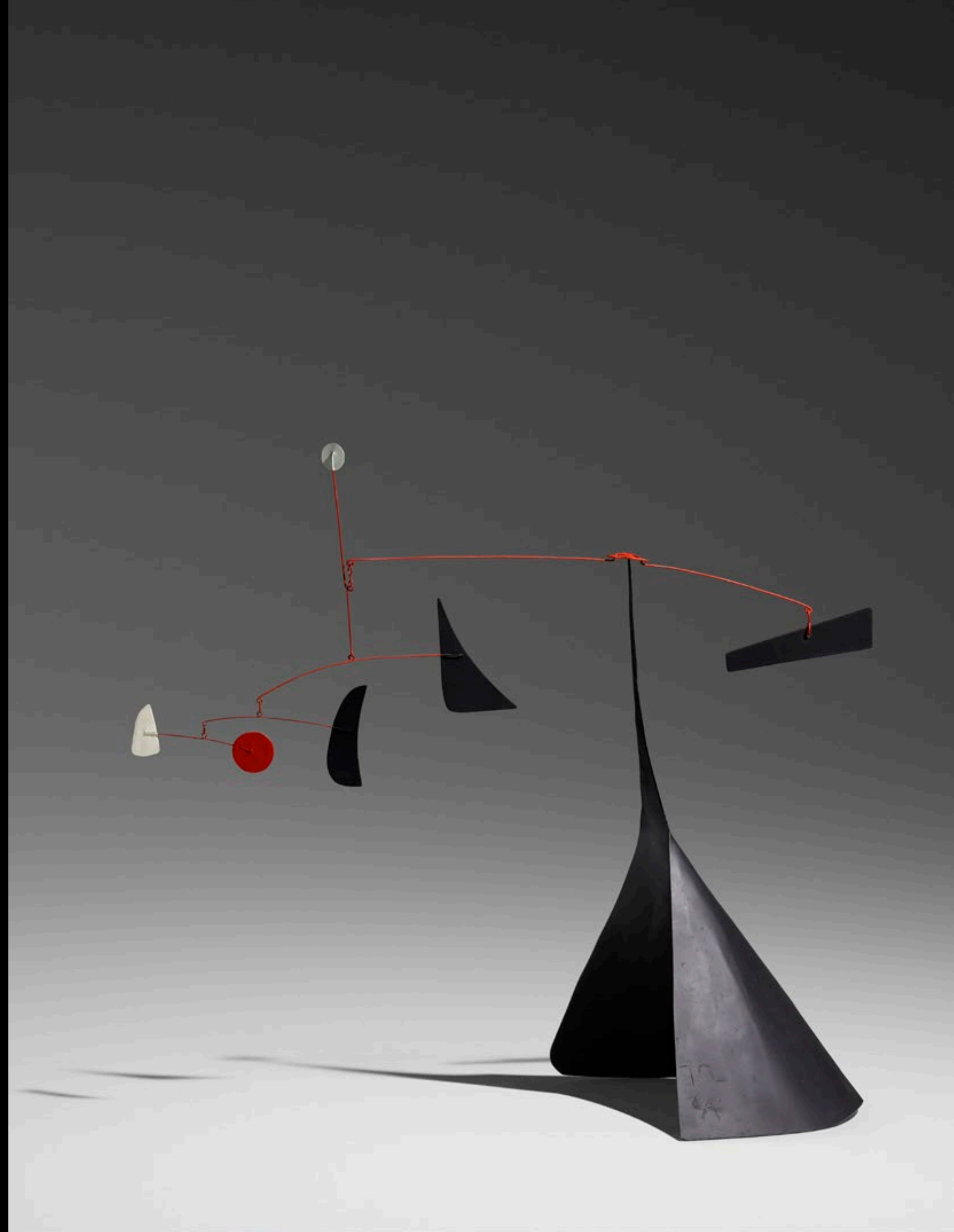
**ALEXANDER CALDER** 1898–1976  
Untitled (Demi-cône)

1972  
sheet metal, wire and paint  
31½ h × 35 w × 18¾ d in (80 × 89 × 48 cm)  
Signed and dated to base '72 CA'. This work  
is registered with the Calder Foundation  
as number A12031.  
**\$600,000–800,000**

Literature  
*Alexander Calder: Retrospective*, Louisiana  
Museum of Modern Art exhibition catalog,  
no.107 *Alexander Calder: 1898–1976*, Musée  
d'Art Moderne de la Ville de Paris exhibition  
catalog, pg. 149, no. 143

Exhibited  
*Alexander Calder: Retrospective*, 10  
October 1995–1 January 1996, Louisiana  
Museum of Modern Art, Humlebaek  
*Alexander Calder (1898–1976)*, 30 March–  
27 May 1996, Moderna Museet Stockholm  
*Alexander Calder: 1898–1976*, 10 July–  
6 October 1996, Musée d'Art Moderne  
de la Ville de Paris  
*Calder: Space in Play*, 22 October–  
19 December 2014, James Goodman  
Gallery, New York

Provenance  
Estate of the artist  
Pace Gallery, New York  
Acquired from the previous in 2012,  
Private Collection, Palm Beach





108

**ALEXANDER CALDER** 1898–1976  
Earrings

c. 1941  
brass wire  
3¼ h × 2¼ w in (8 × 6 cm)  
\$30,000–50,000

Provenance  
Gift from the artist to Sophie Reagan Herr, Paris  
Thence by descent



109

**STERLING RUBY** b. 1972

Basin Theology / IBMSMMCCA

2011

glazed stoneware, lacquered wood

10 h × 38 w × 38 d in (25 × 97 × 97 cm)

Pedestal measures: 26 h × 48 w × 48 d inches.

Signed and dated to interior 'SR 11'.

**\$50,000–70,000**

Provenance

Sprüth Magers, Berlin

Private Collection, Chicago



110

**FREDERICK HAMMERSLEY** 1919–2009  
Dark & like, #23

1977  
oil on linen  
38 h × 38 w in (97 × 97 cm)  
Signed and dated to lower edge 'F. Hammersley  
1977'. Sold with a digital copy of the original  
invoice from L.A. Louver.  
**\$30,000–50,000**

Literature  
*Frederick Hammersley Paintings and Works  
on Paper 26 April — 24 June 2017*, L.A. Louver  
exhibition catalog, pg. 5

Exhibited  
*Frederick Hammersley Paintings and Works  
on Paper*, 26 April–24 June 2017, L.A. Louver,  
Venice, CA

Provenance  
The Artist  
Frederick Hammersley Foundation  
L.A. Louver, Venice, CA  
Private Collection, California







111

**FREDERICK HAMMERSLEY** 1919–2009  
 Hot & heavy, #5  
 1990  
 oil on cotton over board in artist's frame  
 9 h × 11 w in (23 × 28 cm)  
 Signed and dated to upper edge  
 'F. Hammersley 1990'.  
 \$10,000–15,000

Literature  
*Frederick Hammersley Paintings and Works on Paper* 26 April — 24 June 2017, L.A. Louver exhibition catalog, pg. 41  
 Exhibited  
*Frederick Hammersley Paintings and Works on Paper*, 26 April–24 June 2017, L.A. Louver, Venice, CA  
 Provenance  
 L.A. Louver, Venice, CA  
 Private Collection, California



112

**FREDERICK HAMMERSLEY** 1919–2009  
 Family tree, #2  
 1991  
 oil on board in artist's frame  
 8½ h × 11½ w in (22 × 29 cm)  
 Signed and dated to lower right 'F. Hammersley 1991'. Sold with a digital copy of the certificate of authenticity from L.A. Louver.  
 \$10,000–15,000

Literature  
*Frederick Hammersley Paintings and Works on Paper* 26 April — 24 June 2017, L.A. Louver exhibition catalog, pg. 8  
 Exhibited  
*Frederick Hammersley Paintings and Works on Paper*, 26 April–24 June 2017, L.A. Louver, Venice, CA  
 Provenance  
 The Artist  
 Frederick Hammersley Foundation  
 L.A. Louver, Venice, CA  
 Private Collection, California

113

**FREDERICK HAMMERSLEY** 1919–2009

One good turn

1980

oil on linen

34 h × 34 w in (86 × 86 cm)

Signed and dated to lower edge 'F. Hammersley

1980'. Sold with a digital copy of the original

invoice from L.A. Louver.

**\$20,000–30,000**

Provenance

L.A. Louver, Venice, CA

Private Collection, California



114

**PETER ALEXANDER** 1939–2020

7/7/15 (Flo Lemon Yellow Wedge)

2015

urethane

9¼ h × 8½ w × 4¼ d in (23 × 22 × 11 cm)

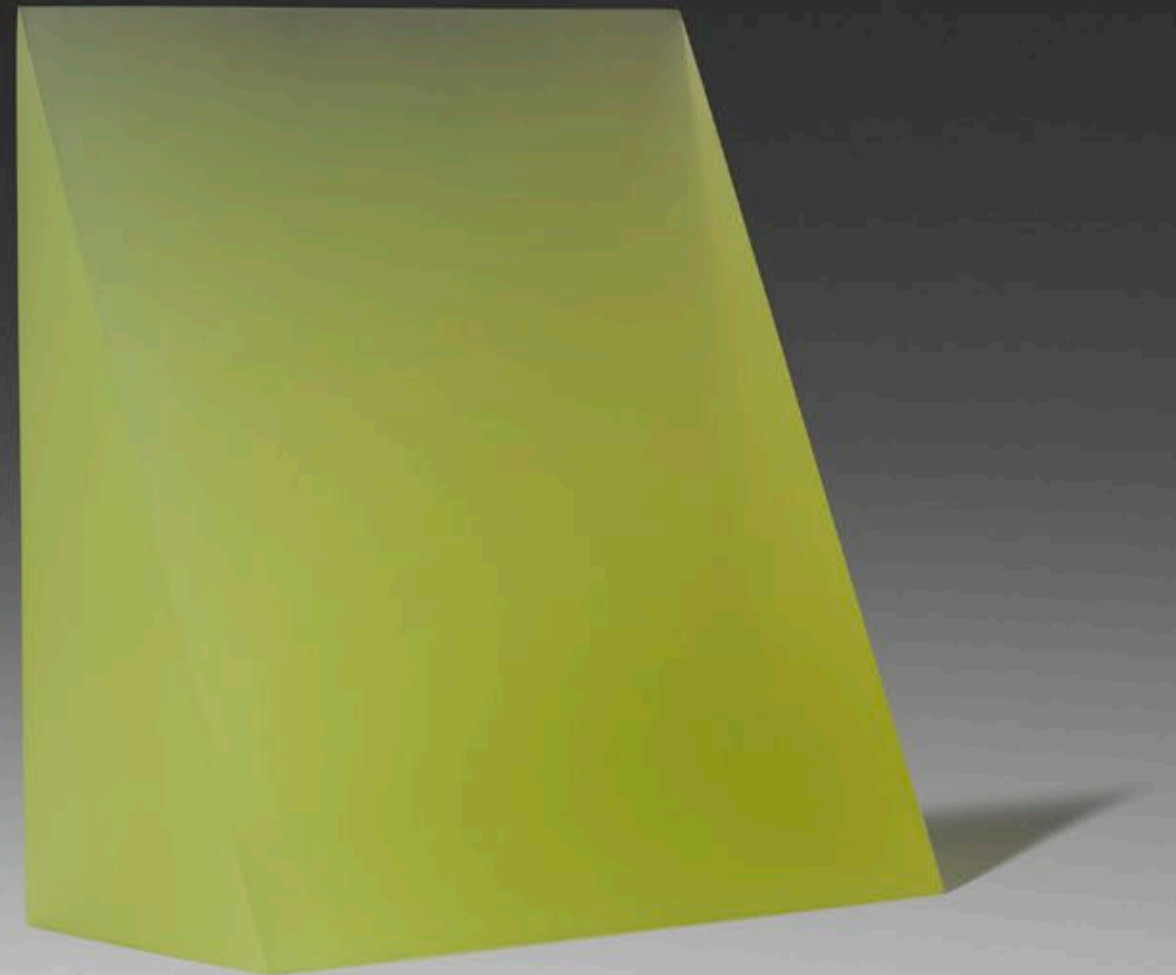
Signed and dated to underside 'PA 15'. Sold with  
a certificate of authenticity from Craig Krull Gallery.

**\$15,000–20,000**

Provenance

Craig Krull Gallery, Santa Monica

Private Collection, California





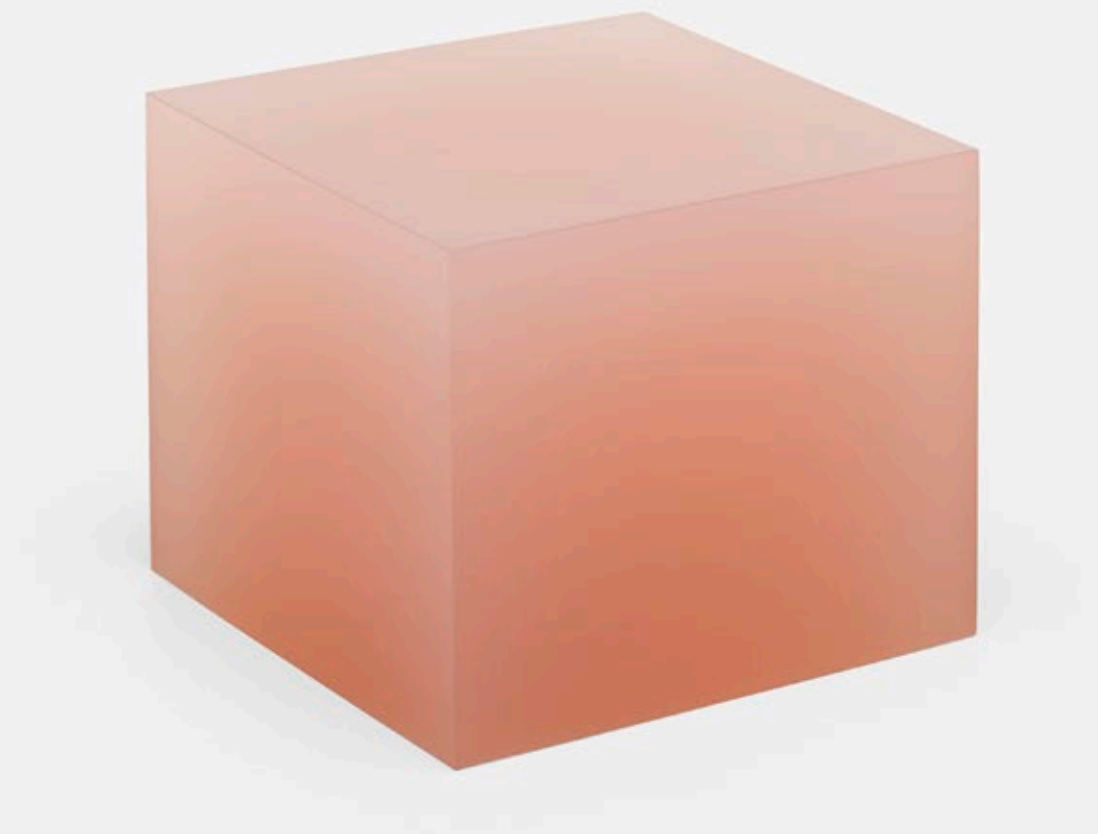
115

**PETER ALEXANDER** 1939–2020  
7/14/15 (Pink Box)

2015  
urethane  
6½ h × 8 w × 8 d in (17 × 20 × 20 cm)  
Incised signature and date to underside  
'PA 7/14/15'. Incised signature and date  
to underside 'PA 15'. Sold with documentation  
from Parrasch Heijnen Gallery.

**\$15,000–20,000**

Provenance  
Parrasch Heijnen Gallery, Los Angeles  
Private Collection, California





116

**RAYMOND PARKER** 1922–1990  
Untitled

1974  
oil on canvas  
26½ h × 27 w in (67 × 69 cm)  
Signed and dated to verso 'Ray Parker 1974'.  
\$3,000–5,000

Provenance  
Collection of Gerald Nordland and Paula Giannini  
Fischbach Gallery, New York  
Private Collection

117

**NIKI DE SAINT PHALLE** 1930–2002  
La fontaine aux quatre nanas

1991  
painted resin  
44½ h × 19 w × 18 d in (113 × 48 × 46 cm)  
Incised signature and number to metal plaque  
on underside '90/150 Niki de Saint Phalle'.  
Impressed foundry mark to underside 'Resines  
R. Haligon d'Art'. This work is number 90 from  
the edition of 150.  
\$15,000–20,000

Provenance  
Jane-Kahan Gallery, New York  
Acquired from the previous in 1999,  
Private Collection



**A. R. PENCK** 1939–2017

Standart auf Kreuzsockel (Standart on cross base)

1993/94

stainless steel

9½ h × 9¼ w × 6½ d in (24 × 23 × 17 cm)

Incised signature to verso 'ar penck'. This work is from the series of 7 unique sculptures, each with a different base. Sold with a certificate of authenticity from Galerie Kellermann.

**\$3,000–5,000**

Provenance

Collection of Gottfried Bräunling

Galerie Kellermann, Düsseldorf

Private Collection, California

**SAM DURANT** b. 1961

Everyone deserves a dream!

2018

screenprint on translucent film, light box

11¾ h × 15¾ w × 4¾ d in (30 × 40 × 12 cm)

Signed and numbered on applied studio label to verso 'Sam Durant 14/25'. This work is number 14 from the edition of 25 produced by Case Study, Ghent. Sold with a certificate of authenticity issued by Case Study, signed and numbered by the artist.

**\$5,000–7,000**

Provenance

Krakow Witkin Gallery, Boston

Private Collection, California



120

**BEVERLY PEPPER** 1922–2020

Untitled

c. 1970

chrome-plated and enameled steel,  
chrome-plated and enameled brass

9¼ h × 2¾ w × 3 d in (23 × 7 × 8 cm)

Impressed signature to base 'BP'.

**\$2,000–3,000**

Provenance

Private Collection, Chicago

Wright, *Living Contemporary*,

27 September 2012, Lot 430

Private Collection, Chicago



121

**KAY ROSEN** b. 1943

Instinct

2007

enamel sign paint on canvas over panel

16¾ h × 14 w in (43 × 36 cm)

Signed and dated to verso 'Kay Rosen 2007'.

**\$5,000–7,000**

Exhibited

*Kay Rosen: Scareful!*, November 2008,

Yvon Lambert Gallery, New York

*Kay Rosen*, 5 May–26 July 2014, Galeri

Zilberman, Istanbul

Provenance

Private Collection, California

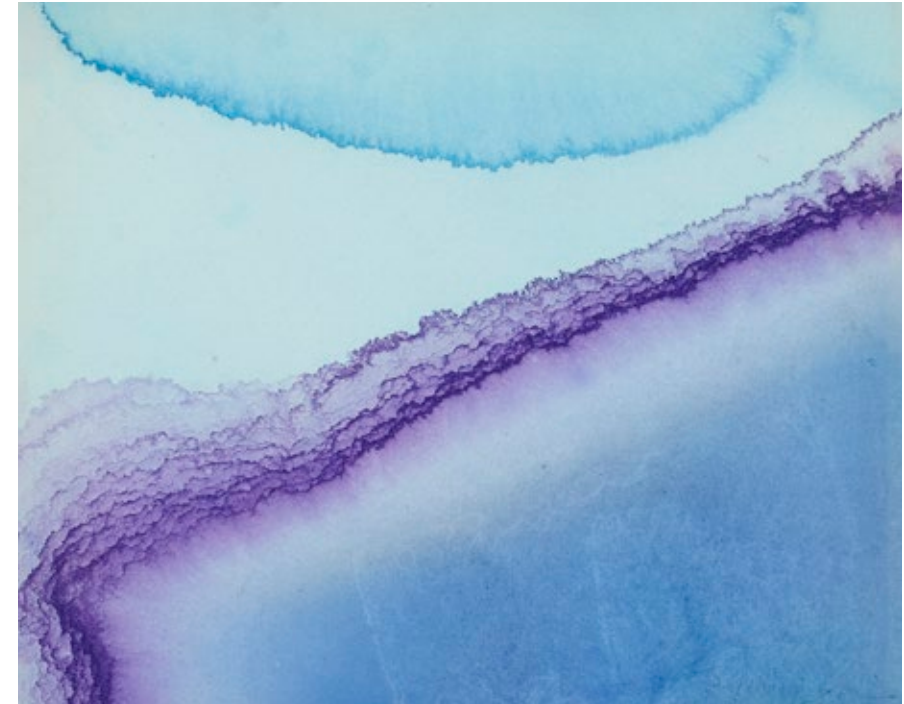


122

**CAMILLE BOMBOIS** 1883–1970  
Vase aux Fleurs

oil on canvas  
9½ h × 5½ w in (24 × 14 cm)  
Signed to lower left 'Bombois Clle'.  
**\$2,000–3,000**

Provenance  
James Vigeveno Galleries, Los Angeles  
Private Collection, California



123

**VIVIAN SPRINGFORD** 1913–2003  
Untitled (VSF768)

c. 1973–76  
acrylic on paper  
8 h × 9¾ w in (20 × 25 cm)  
Signed to lower right 'Springford'.  
**\$5,000–7,000**

Provenance  
Estate of Vivian Springford  
Private Collection, California



124

**MIG QUINET** 1906–2001  
Zythme en X

1953  
oil on canvas  
9½ h × 7½ w in (24 × 19 cm)  
Signed, titled and dated to verso  
'Zythme en X Mig Quinet 1953'.  
\$3,000–5,000

Provenance  
Private Collection, California

125

**BEVERLY PEPPER** 1922–2020  
Untitled

iron with oxidized red-brown patina  
23¾ h × 7½ w × 1 d in (60 × 19 × 3 cm)  
\$10,000–15,000

Provenance  
Christie's, New York, *Interiors Online Sale*,  
4 February–13 February 2020, Lot 32  
Private Collection, California







126

**ROBERT KULICKE** 1924–2007  
Roses

1973  
oil on paper board  
8 h × 8 w in (20 × 20 cm)  
Signed and dated to lower edge 'Robert Kulicke 73'.  
**\$3,000–5,000**

Provenance  
Davis & Langdale Company, Inc., New York  
Private Collection



127

**FRIEDEL DZUBAS** 1915–1994  
Sylvian

1976  
acrylic on canvas over board  
4½ h × 9½ w in (11 × 24 cm)  
Titled and dated to verso 'Sylvian 1976'.  
Sold with digital copies of the certificate  
of authenticity and the original invoice  
from Leslie Feely Fine Art.  
**\$5,000–7,000**

Provenance  
Leslie Feely Fine Art, New York  
Private Collection, California



128

**ELIZABETH CATLETT** 1915–2012  
Glory

1981

bronze, mahogany

16 h × 10 w × 11 d in (41 × 25 × 28 cm)

Incised signature to verso 'EC'. This work is from the edition of 9. Sold with a digital copy of the original invoice from Taylor Graham.

**\$20,000–30,000**

Provenance

Private Collection, Mexico City

Taylor Graham, New York

Private Collection, California





**GERTRUDE ABERCROMBIE** 1909–1977

Still-Life and Landscape

c. 1938

oil on Masonite in artist's frame

4 h x 3 w in (10 x 8 cm)

Signed to lower right 'Abercrombie'.

Signed and titled to verso 'Still Life  
and Landscape Gertrude Abercrombie'.**\$20,000–30,000**

Literature

*Gertrude Abercrombie*, Karma Books, pg. 144

Provenance

Richard Norton Gallery, Chicago

Private Collection, California



130

**KARA WALKER** b. 1969

Untitled

2001

ink on paper

18 h x 12 w in (46 x 30 cm)

Signed and dated to lower right 'KW 2001'

**\$15,000–20,000**

Exhibited

*With an Eye and a Passion*, 2003, Bakersfield  
Art Museum, Bakersfield (exhibition traveled  
to the Vincent Price Art Museum, Los Angeles)

Provenance

Low Gallery, Santa Monica

Private Collection

Wright, *Important Design (Day 2)*,

11 December 2008, Lot 420

Private Collection







131

**RASHID JOHNSON  
AND HANK WILLIS THOMAS**

Portrait of Two American Artists  
as Young Negro Scholars

2008

c-print

19 h × 28¾ w in (48 × 73 cm)

Sheet measures: 19.75 h × 29.75 w inches.

This work is from the edition of 31 published  
by the Rubell Family Collection, Miami.

**\$4,000–6,000**

Provenance

Private Collection, Chicago

132

**RASHID JOHNSON** b. 1977

Crosshair Brand

2011

enameled steel, red oak

19½ h × 10 dia in (50 × 25 cm)

Base measures: 2.25 h × 25.25 w × 15.5 d inches.

Signed to verso 'Rashid Johnson'. This work is from  
the edition of 20 published by SculptureCenter,  
New York.

**\$8,000–12,000**

Provenance

Private Collection



133

**AI WEIWEI** b. 1957

Study of Perspective in Glass: alexandrite

2018

cast glass

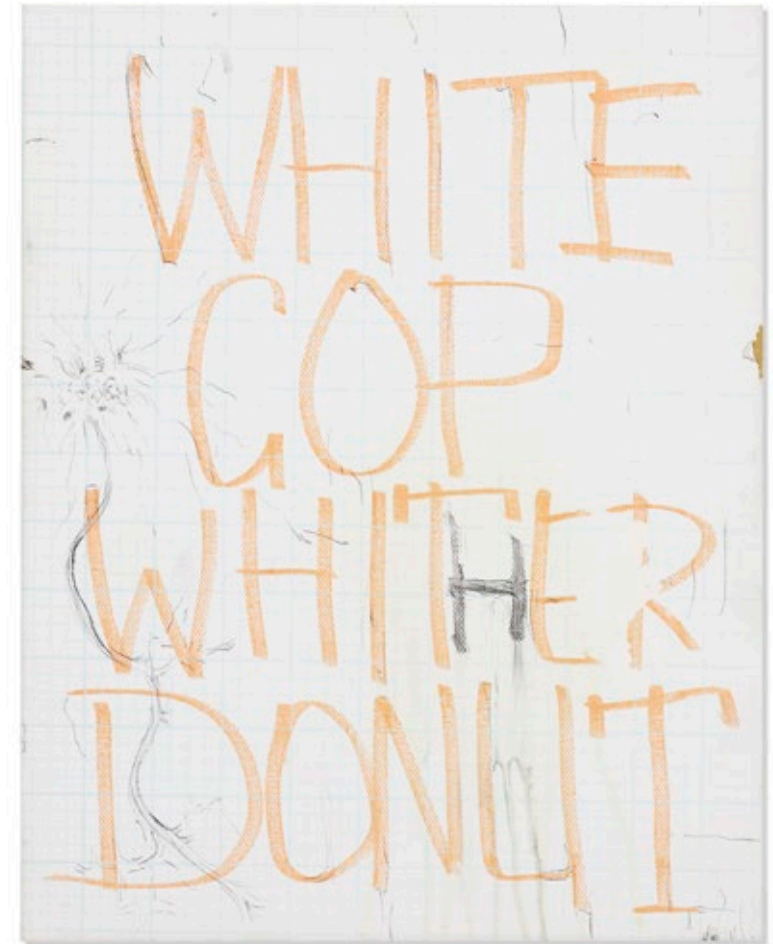
4 <sup>3</sup>/<sub>4</sub> h × 3 <sup>3</sup>/<sub>4</sub> w × 4 d in (12 × 10 × 10 cm)

Incised signature and number to underside 'Weiwei 8/100'. This work is number 8 from the edition of 100 published by Berengo Studio, Murano. Sold with a certificate of authenticity signed by the artist from Berengo Studio and the original box.

**\$5,000–7,000**

Provenance

Private Collection, California



134

**POPE.L** b. 1955

Skin Set Painting 6866

2015

acrylic, marker and charcoal on gridded canvas

14 h × 11 w in (36 × 28 cm)

Sold with a digital copy of the original invoice from Mitchell-Innes & Nash.

**\$5,000–7,000**

Provenance

Mitchell-Innes & Nash, New York

Private Collection, California

135

**KEHINDE WILEY** b. 1977

After La Nègresse

2007

cast marble dust and resin

10¾ h × 8 w × 5½ d in (27 × 20 × 14 cm)

Signed, dated and numbered to lower edge 'Kehinde

Wiley 07 18/250'. This work is number 18 from the

edition of 250 published by Cerealart, Philadelphia.

Sold with original packaging.

**\$10,000–15,000**

Provenance

Acquired directly from Cerealart,

Philadelphia, Private Collection, Italy



136

**KEHINDE WILEY** b. 1977

St. Francis of Adelaide

2006

cast marble dust and resin

11¾ h × 8½ w × 6 d in (30 × 22 × 15 cm)

Signed, dated and numbered to underside 'Kehinde

Wiley 06 32/250'. This work is number 32 from the

edition of 250 published by Cerealart, Philadelphia.

Sold with original packaging.

**\$10,000–15,000**

Provenance

Acquired directly from Cerealart,

Philadelphia, Private Collection, Italy







137

**DAVID WOJNAROWICZ** 1954–2004  
Untitled

1987  
ink on paper  
9½ h × 12½ w in (24 × 32 cm)  
Signed and dated to lower right 'Wojnarowicz  
87'. Sold with a certificate of authenticity  
from Cosmocosa.  
\$9,000–12,000

Exhibited  
*Luis Frangella & David Wojnarowicz: New York/  
Buenos Aires, 1984. Before and After.*, 26 July–  
13 November 2018, Cosmocosa, Buenos Aires  
  
Provenance  
Gift from the artist to Luis Frangella, Buenos Aires  
The Estate of Luis Frangella, Buenos Aires  
Cosmocosa, Buenos Aires  
Private Collection, California



138

**DAVID WOJNAROWICZ** 1954–2004  
Rimbaud Series (Diner Counter)

1979  
vintage gelatin silver print  
8 h × 10 w in (20 × 25 cm)  
This work was printed by the artist.  
Sold with a certificate of authenticity  
from PPOW.  
\$30,000–50,000

Provenance  
Gift from the artist to Tommy Turner  
PPOW, New York  
Private Collection, California



139

**JAUME PLENSA** b. 1955

Self Portrait with Rivers IV

2006

cast black marble

36 h × 21 w × 32 d in (91 × 53 × 81 cm)

\$90,000–120,000

Exhibited

*Jaume Plensa: I in his eyes as one that  
found peace*, 26 October–1 December 2006,  
Richard Gray Gallery, Chicago and New York

Provenance

Richard Gray Gallery, Chicago

Private Collection





**MARY BAUERMEISTER** b. 1934

I Want to Bring Up Your Son As US-Asian Baseball Player

1969

painting on canvas with wooden objects and stones

19 h × 19 w × 8 d in (48 × 48 × 20 cm)

Signed, titled and dated to upper left 'I Want to Bring Up Your Son As US-Asian Baseball Player Bauermeister 1969'. This work is included in the Mary Bauermeister Catalogue Raisonné as sw.1969.02.

**\$20,000–30,000**

Exhibited

*Paintings and Constructions*, 14 April 1970,

Galeria Bonino, LTD., New York

*Mary Bauermeister: Omniverse*, 14 April–

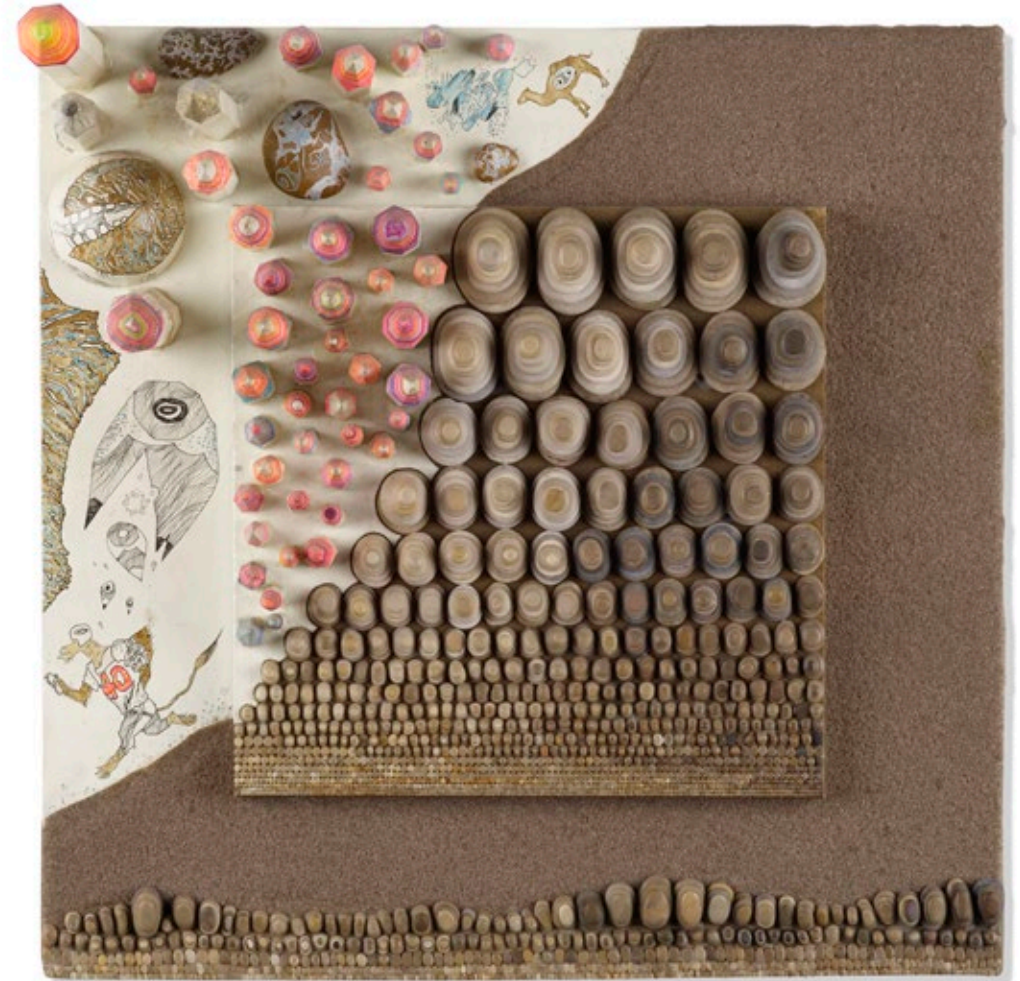
21 May 2016, Pavel Zoubok Gallery, New York

Provenance

Galeria Bonino LTD., New York

Allan Stone Collection, New York

Private Collection, New York





141

**CAROL RAMA** 1918–2015

Bricolage

1969

mixed media and collage on paper

27¼ h × 20¼ w in (69 × 51 cm)

Signed and dated to lower left 'Carol Rama 1969'.

This work is presently undergoing registration with the Archivio Carol Rama.

**\$15,000–20,000**

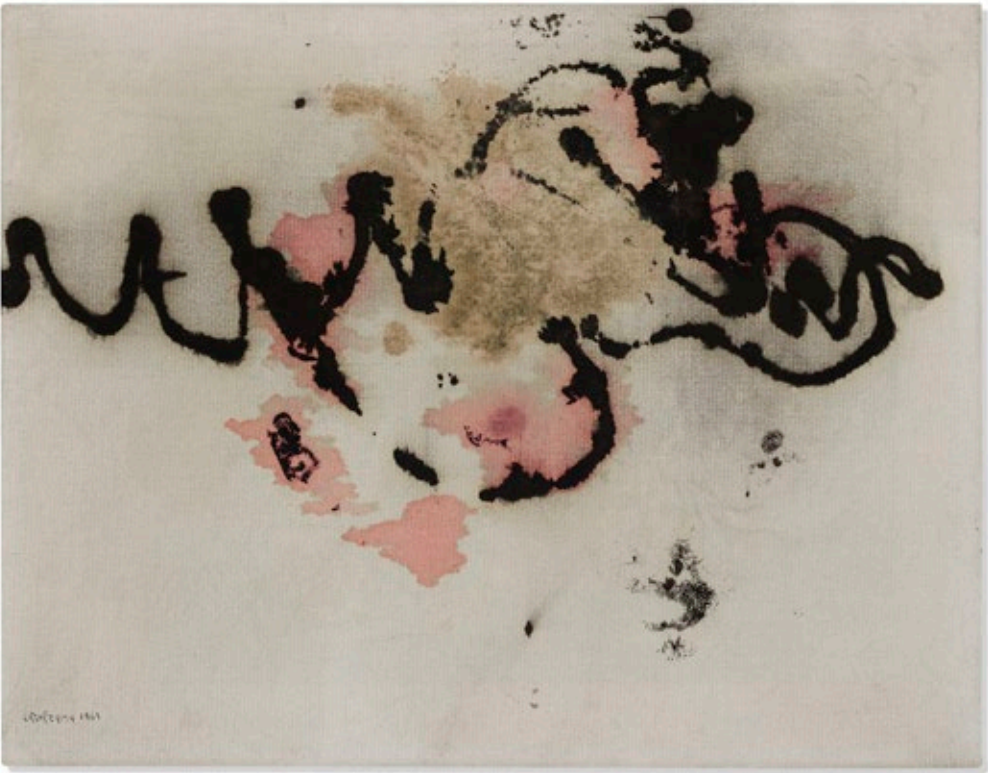
Exhibited

*Carol Rama: past and present*, 10 September–4 October 2003, Esso Gallery and Books, New York

Provenance

Esso Gallery and Books, New York

Private Collection, Chicago



142

**CAROL RAMA** 1918–2015

L'occhio degli occhi

1963

mixed media on canvas

13½ h × 17½ w in (34 × 44 cm)

Signed and dated to lower right 'Carol Rama

1963'. Signed, titled and dated to verso 'Carol

Rama 1963 L'occhio degli occhi'. This work

is presently undergoing registration with the

Archivio Carol Rama.

**\$15,000–20,000**

Provenance

Esso Gallery and Books, New York

Private Collection, Chicago





143

**NANCY GROSSMAN** b. 1940  
Untitled

1966  
ink on paper  
14 h x 17 w in (35 x 43 cm)  
Signed and dated to lower right 'N Grossman 66'.  
\$7,000–9,000

Provenance  
Private Collection, New York

144

**RICHARD HAMILTON  
WITH MARCEL DUCHAMP**  
Oculist Witnesses

1968  
screenprint and silver mirror on laminated  
glass, aluminum  
25 h x 20 w x 8 d in (64 x 51 x 20 cm)  
Signed by both artists and numbered to lower  
edge 'd'apres Marcel Duchamp Richard Hamilton  
15/50'. This work is number 15 from the edition  
of 50 published by Petersburg Press, London.  
\$10,000–15,000

Literature  
Etienne Lullin M2

Provenance  
Acquired directly from Petersburg Press,  
London by the present owner





**LUCIO FONTANA** 1899–1968

El Auriga

1941

bronze on wood base

21½ h × 5 w × 5 d in (55 × 13 × 13 cm)

This bronze edition (1941) was made from a figure entitled *El Auriga* (*The Charioteer*, 1928), which Lucio Fontana submitted as his final diploma piece at the Brera Academy of Fine Arts in Milan in 1929. It was to be one of several large figures planned for the Monument to the Flag (Monumento a la Bandera) in Rosario, Argentina in 1940–41. Incised to base 'L.F'. Incised number to side of work '1/10'. Stamped foundry mark to side of work 'FUND F. M.' This work is number 1 from the edition of 10.

**\$6,000–8,000**

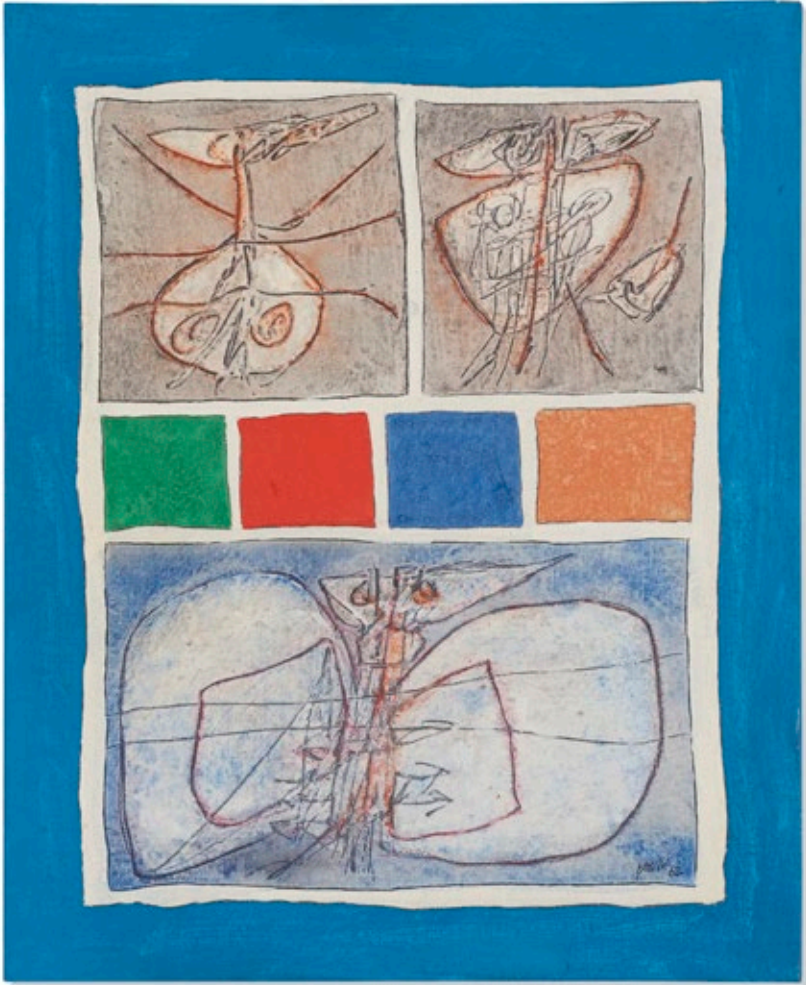
Provenance

Collection of Pepi Boritz, New York

CDS Gallery, New York

Rago, *20/21 Art*, 20 May 2020, Lot 100

Private Collection



**ACHILLE PERILLI** b. 1927

Untitled

1962

oil and mixed media on canvas

19¾ h × 15¾ w in (50 × 40 cm)

Signed and dated to lower right 'Perilli 62'.

**\$10,000–15,000**

Provenance

Private Collection



147

**RICHARD TUTTLE** b. 1941

Drawing made with three lines of any color

1971

marker on paper

12 h × 9 w in (30 × 23 cm)

Signed, titled and dated to verso 'Drawing made with three lines of any color 1971 Richard Tuttle'.

Sold with original invoice from Young Hoffman Gallery.

**\$5,000–7,000**

Provenance

Young Hoffman Gallery, Chicago

Acquired from the previous in 1978,

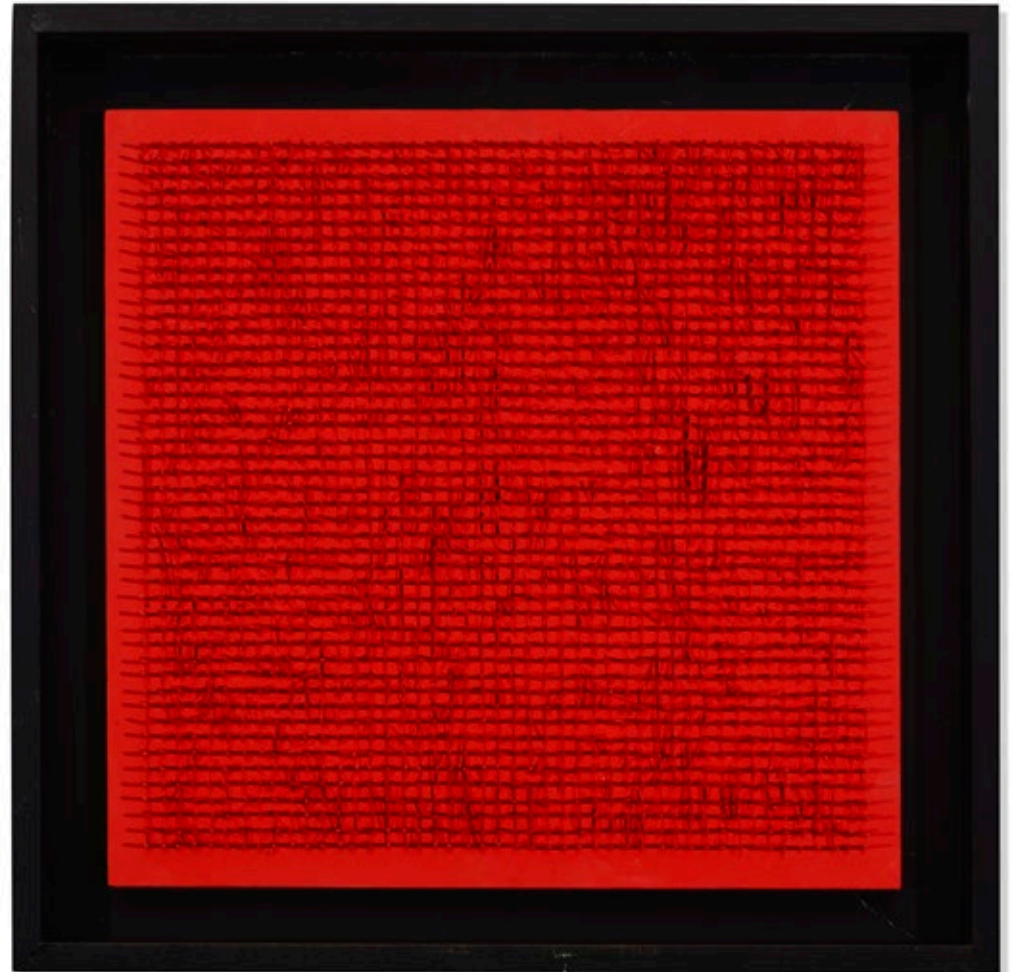
Private Collection, Chicago

Private Collection, Palm Desert

Los Angeles Modern Auctions, *Modern*

*Art and Design*, 1 March 2015, Lot 281

Private Collection, Chicago



148

**BERNARD AUBERTIN** 1934–2015

Tableau clous

1976

nails, wood, paint

19¾ h × 19¾ w in (50 × 50 cm)

Signed and dated to verso 'Bernard Aubertin 1976'.

Sold with a photo certificate signed by the artist.

**\$5,000–7,000**

Provenance

Private Collection, Italy

Dorotheum, *Moderne und Zeitgenössische*

*Kunst*, 25 June 2014, Lot 159

Private Collection, California

149

**RICHARD ANUSZKIEWICZ** 1930–2020

Untitled (from the Temple Series)

1985

acrylic on canvas

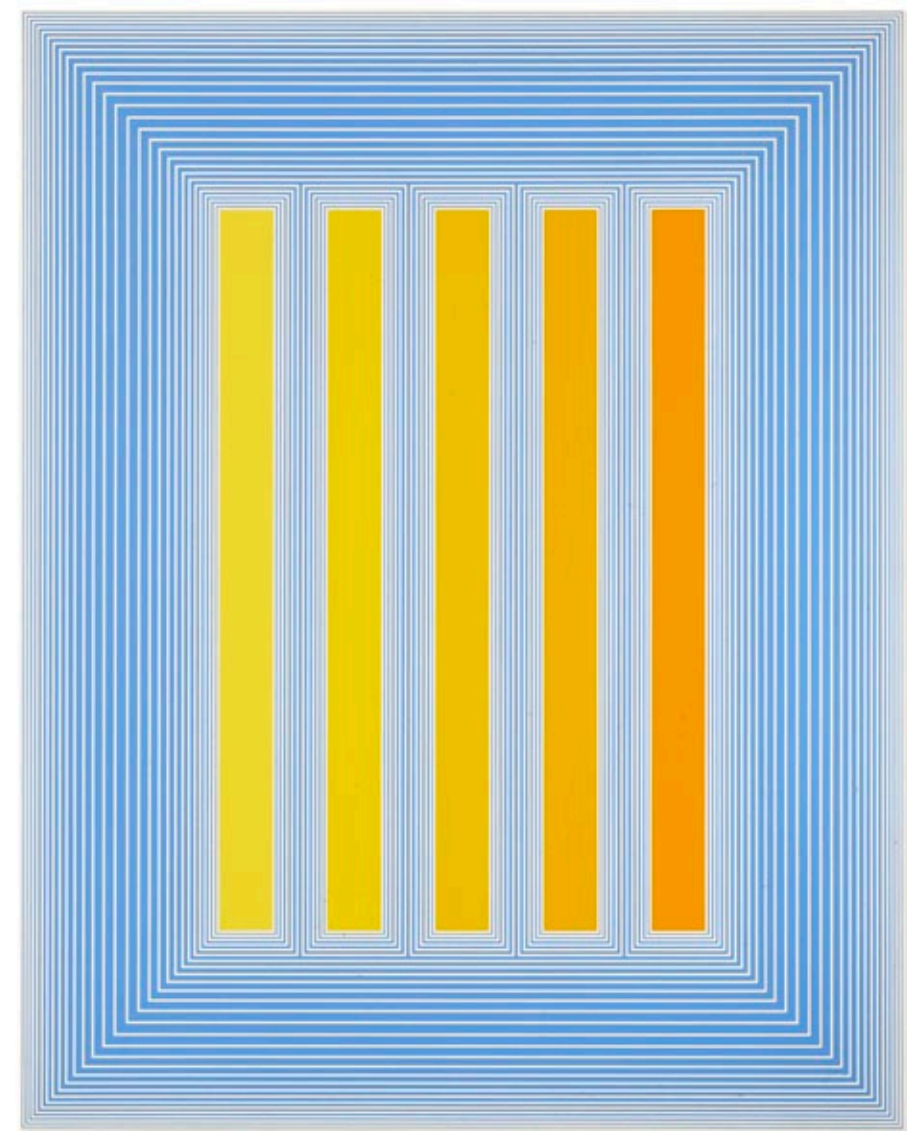
60 h × 48 w in (152 × 122 cm)

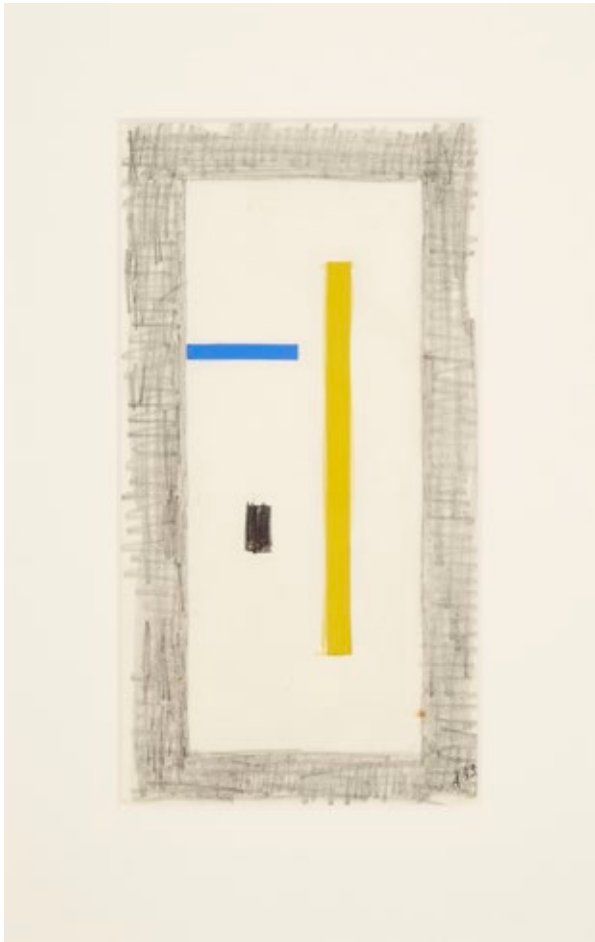
Signed and dated to verso 'Richard  
Anuszkiewicz 1985'.

**\$50,000–70,000**

Provenance

Acquired directly from the artist  
by the present owner





150

**BURGOYNE DILLER** 1906–1965  
Untitled

1953  
tempera, crayon, graphite and collage on rice paper  
15½ h × 8¾ w in (39 × 22 cm)  
Signed and dated to lower right 'd-53'.  
Inscribed to verso '#505'.  
**\$3,000–5,000**

Provenance  
Estate of the artist  
Private Collection

151

**BURGOYNE DILLER** 1906–1965  
First Theme

1963  
painted wood construction  
46½ h × 7½ w × 5¾ d in (118 × 19 × 15 cm)  
Signed and dated to verso 'd-63 Diller'.  
**\$25,000–35,000**

Literature  
*67th Annual American Exhibition: Directions in Contemporary Painting and Sculpture*, The Art Institute of Chicago exhibition catalog, no. 27

Exhibited  
*67th Annual American Exhibition: Directions in Contemporary Painting and Sculpture*, 28 February–12 April 1964, The Art Institute of Chicago  
Monmouth Museum, Lincroft, New Jersey, 8–12 May 1966  
*Burgoyne Diller, an American constructivist: paintings, sculptures, drawings*, 12 December 1971–16 January 1972, Walker Art Center, Minneapolis (traveling exhibition)

Provenance  
Estate of the artist  
Private Collection





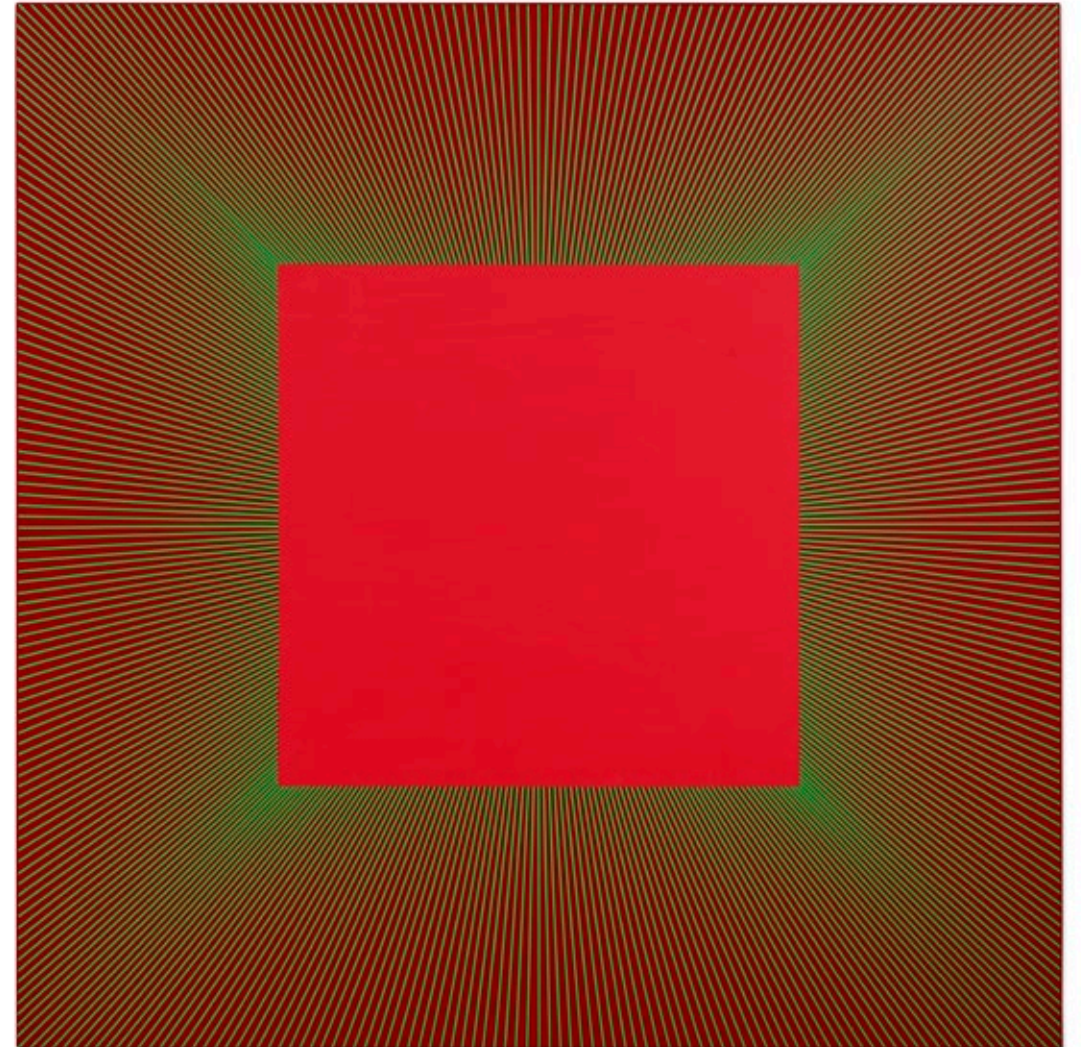
152

**RICHARD ANUSZKIEWICZ** 1930–2020  
Mystic Red

2012  
acrylic on canvas  
48¼ h × 48¼ w in (123 × 123 cm)  
Signed, dated and inscribed to verso  
'Richard Anuszkiewicz 2012 1034'.

**\$20,000–30,000**

Provenance  
Private Collection, East Coast



153

**JOHN HENRY** b. 1943

Pine Point

2006

silver leaf over brass

10½ h × 7½ w × 6½ d in (27 × 19 × 17 cm)

Incised signature, title, date and number

to underside 'Pine Point 006-56-SBP-Gilded

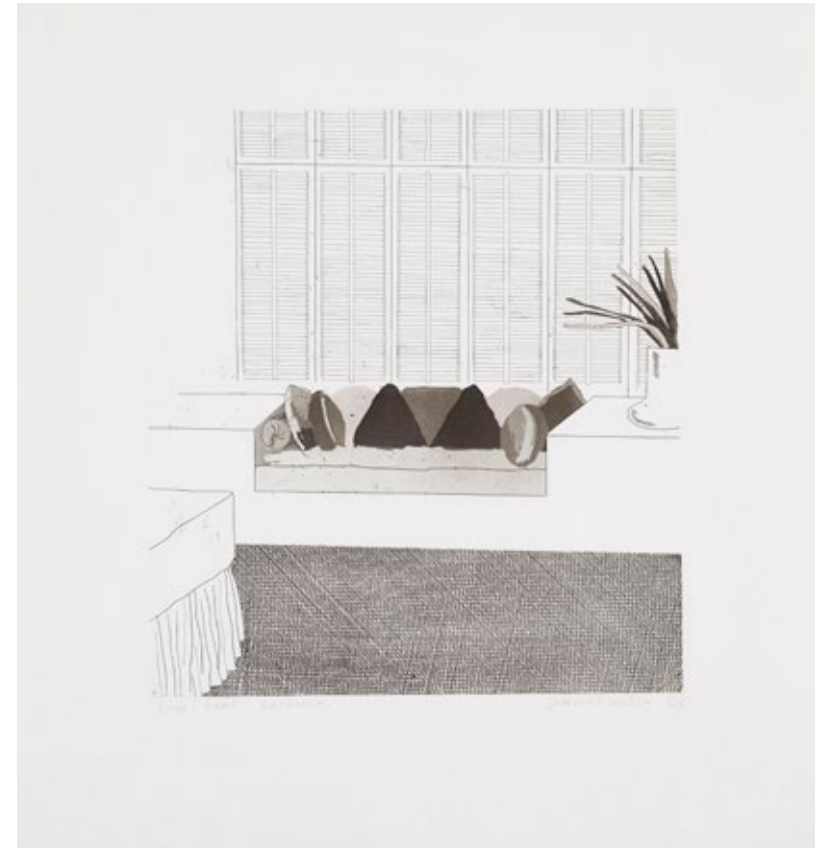
3/8 John Henry copyright 2006'. This is work

number 3 from the edition of 8.

**\$2,000–3,000**

Provenance

Private Collection, Chicago



154

**DAVID HOCKNEY** b. 1937

Cushions

1968

etching with aquatint on wove paper

15¼ h × 14 w in (39 × 36 cm)

Sheet measures: 22.5 h × 21 w inches.

Signed, titled and dated to lower edge 'Some

Neat Cushions David Hockney 68'. This work

is from the edition of 75 printed by Maurice

Payne, London and published by Petersburg

Press, London.

**\$7,000–9,000**

Literature

Scottish Arts Council 64

Provenance

Collection of Rolf Nelson

Private Collection

155

**BEVERLY PEPPER** 1922–2020

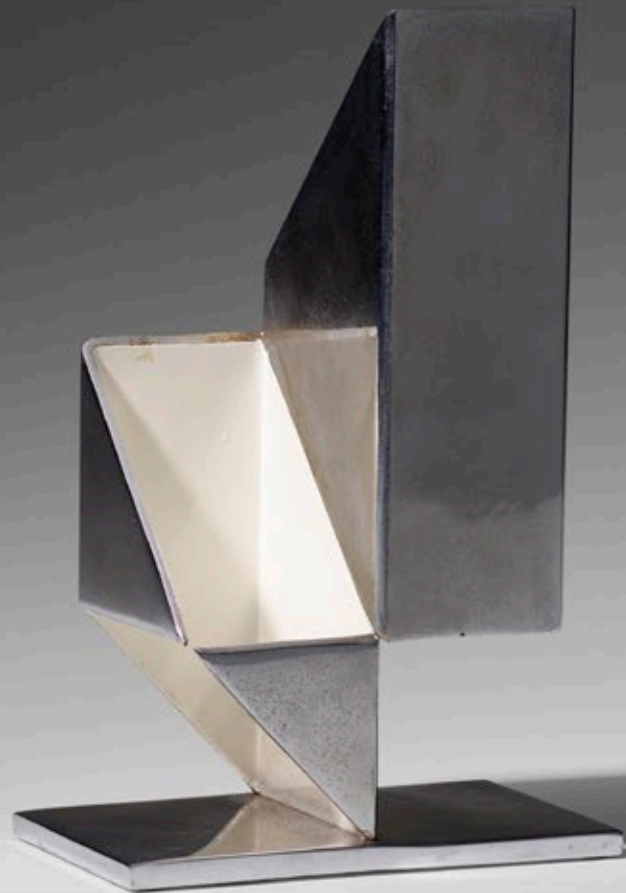
Untitled

chrome-plated and enameled steel,  
chrome-plated and enameled aluminum  
9½ h × 6 w × 3¼ d in (24 × 15 × 8 cm)  
Stamped signature to base 'BP'.

**\$2,000–3,000**

Provenance

Private Collection, Chicago



156

**STEPHEN EDLICH** 1944–1989

Reflections on a Season's Landscape,  
A Shadow Play

1982

acrylic polymer, paper, wood on primed  
cotton canvas

72 h × 48 w in (183 × 122 cm)

**\$6,000–8,000**

Provenance

The Artist

Acquired from the previous in 1983,  
Marlborough Gallery, New York





157

**RICHARD TUTTLE** b. 1941  
Other

2009  
hand-formed pigmented paper, hand-made  
wooden brackets  
26½ h × 50 w × 3½ d in (67 × 127 × 9 cm)  
Signed, titled, dated and numbered to wall  
mounts '6/10 Richard Tuttle 2009 Other'.  
This work is number 6 from the edition  
of 10 published by Universal Limited Art  
Editions, New York. Sold with original hand-  
made packaging.  
**\$7,000–9,000**

Provenance  
William Shearburn Gallery, St. Louis  
Acquired from the previous in 2010,  
Important New York Collection



158

**JAMES SIENA** b. 1957  
Bracket painting (after jury duty #2)

1999  
enamel on aluminum  
19¼ h × 15¼ w in (49 × 39 cm)  
Incised signature, title and date to verso  
'Bracket painting (after jury duty #2) 1999  
James Siena'.  
**\$12,000–18,000**

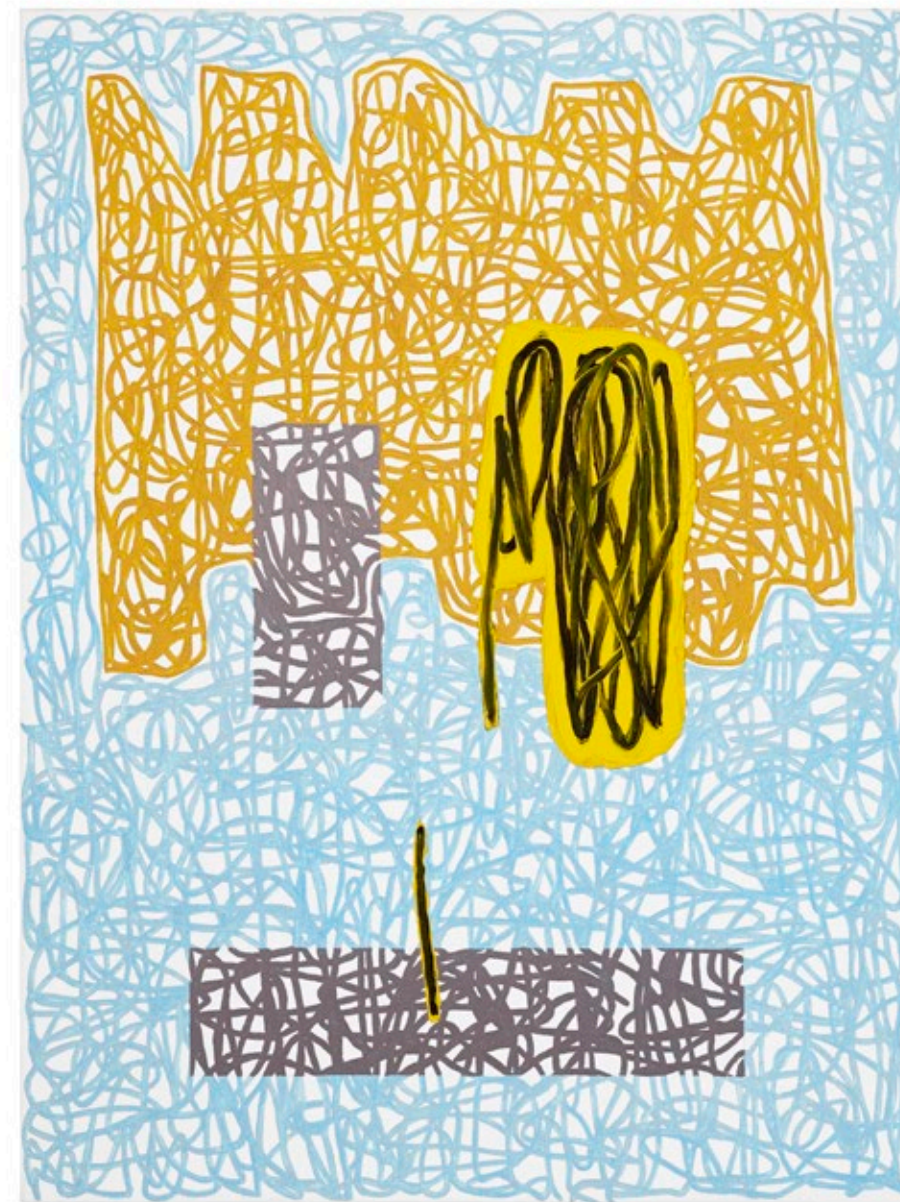
Provenance  
Daniel Weinberg Gallery, Los Angeles  
Private Collection

159

**JONATHAN LASKER** b. 1948  
Static Significance

1993  
oil and acrylic on canvas  
28 h x 21 w in (71 x 53 cm)  
Signed, titled, dated and inscribed to verso  
'Static Significance For AI with many thanks  
J. Lasker 1993'.  
\$20,000–30,000

Provenance  
Acquired directly from the artist  
by the present owners







160

**JONATHAN LASKER** b. 1948  
Untitled (Study)

1991  
oil, pen, acrylic, on paper  
4¾ h × 6 w in (12 × 15 cm)  
Signed, dated and inscribed to verso  
'Liquitex Naples Yellow J. Lasker 1991'.  
**\$3,000–5,000**

Provenance  
Acquired directly from the artist  
by the present owners



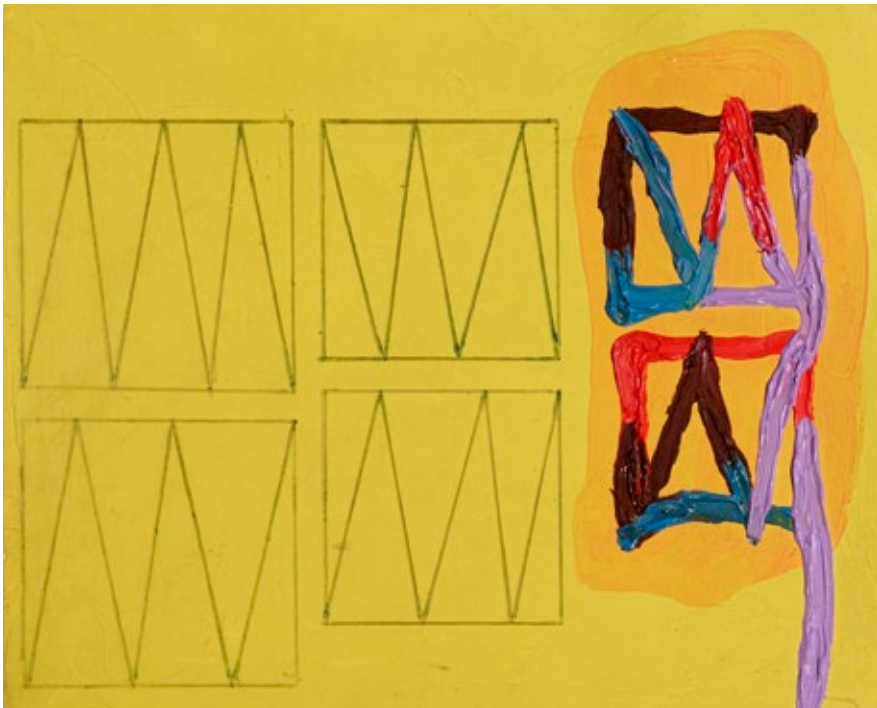
161

**JONATHAN LASKER** b. 1948  
Untitled (Study)

1991  
acrylic, oil, pen and felt tip marker on paper  
5¼ h × 6¾ w in (13 × 17 cm)  
Signed and dated to verso 'J Lasker 1991'.  
**\$3,000–5,000**

Provenance  
Acquired directly from the artist  
by the present owners



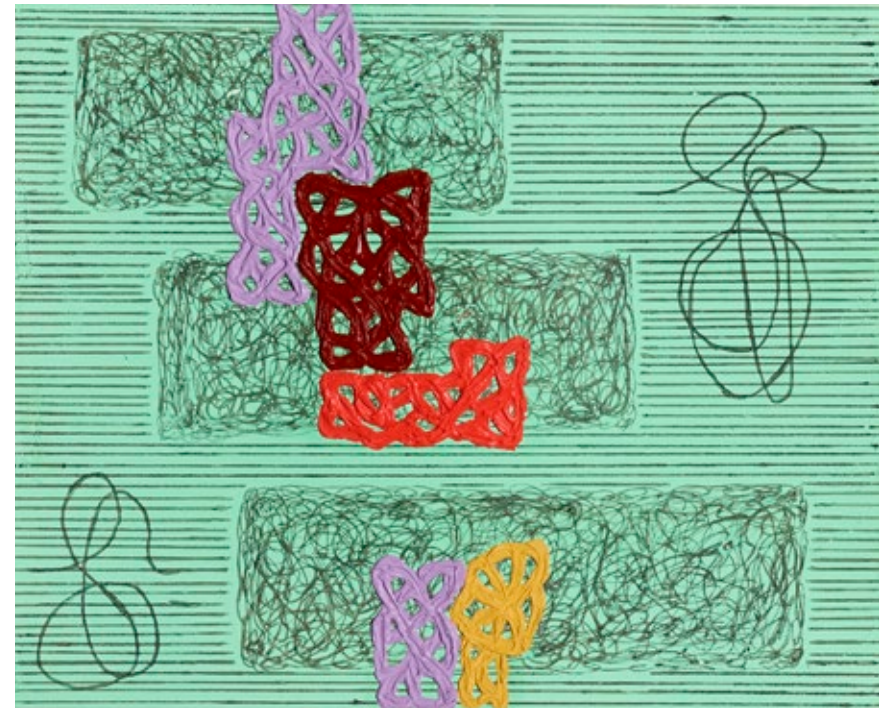


162

**JONATHAN LASKER** b. 1948  
Study for the Power of Weakness

1990  
oil and pen on paper  
4¾ h × 6 w in (12 × 15 cm)  
Signed, dated and inscribed to verso  
'Winsor Yellow & Mang. Violet Winsor  
Yellow & Napthol Red Lt. J. Lasker 1990'.  
**\$3,000–5,000**

Provenance  
Acquired directly from the artist  
by the present owners

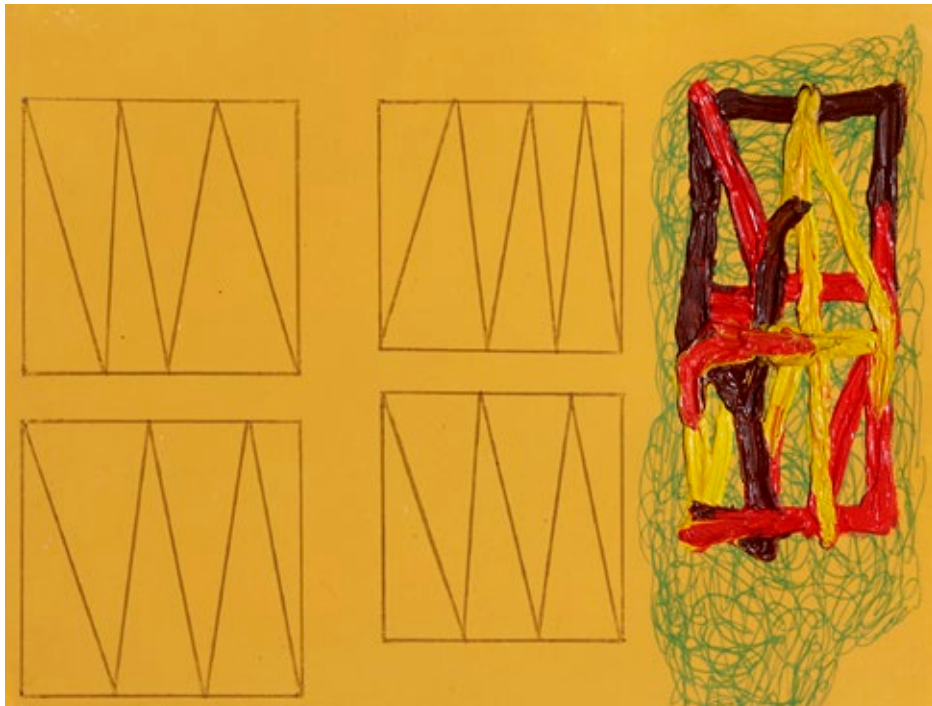


163

**JONATHAN LASKER** b. 1948  
Untitled (Study)

1991  
oil, pen, on paper  
5 h × 6 w in (12 × 15 cm)  
Signed, dated and inscribed to verso  
'W&N Permanent Green Light/ Permalba  
White J. Lasker 1991'.  
**\$3,000–5,000**

Provenance  
Acquired directly from the artist  
by the present owners

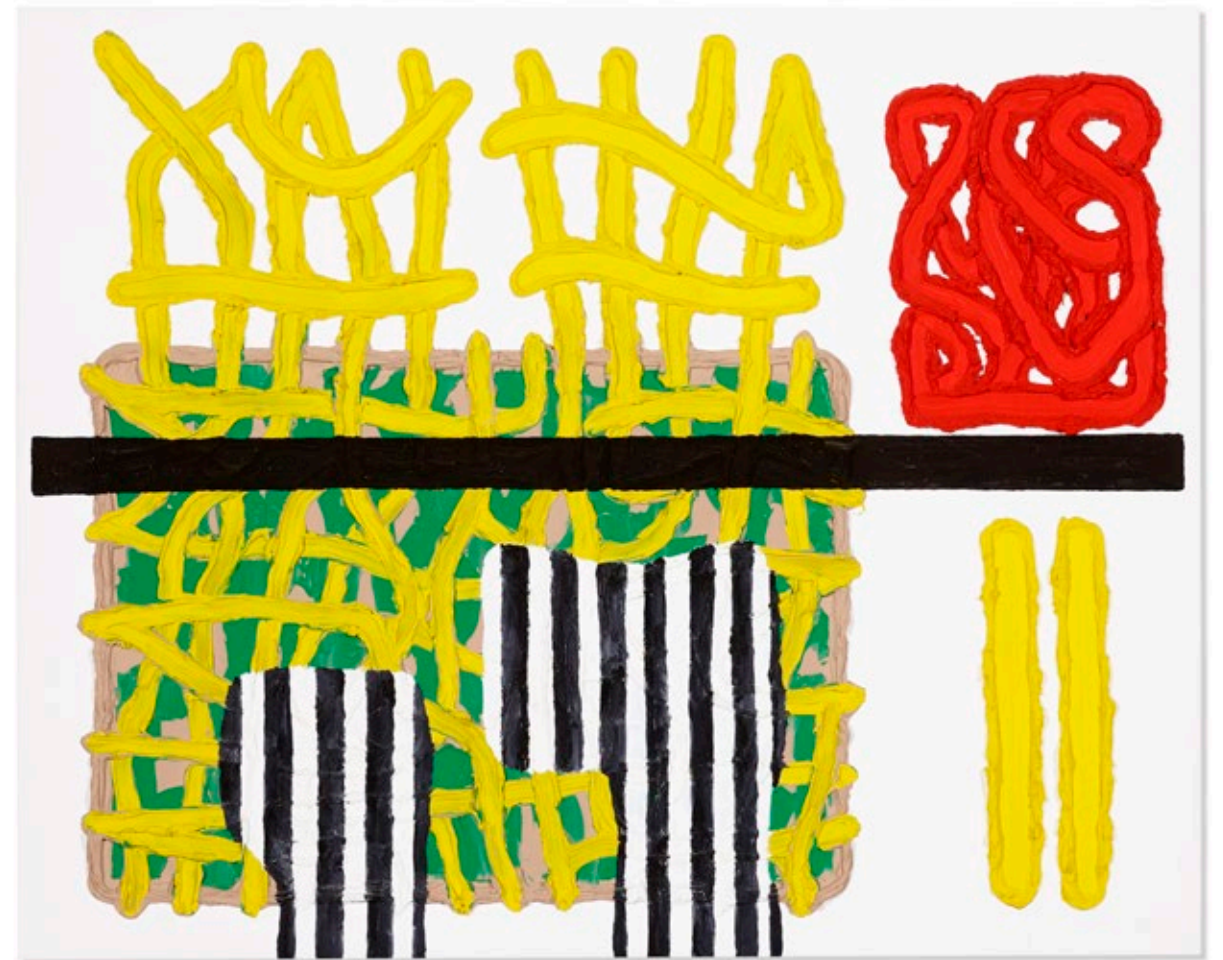


164

**JONATHAN LASKER** b. 1948  
Study for the Happiness of Nations

1990  
acrylic, oil, and pen on paper  
4¾ h × 6 w in (12 × 15 cm)  
Signed, dated and inscribed to verso  
'Liquitex Naples Yellow Permanent Green  
Deep J. Lasker 1991'.  
**\$3,000–5,000**

Provenance  
Acquired directly from the artist  
by the present owners



165

**JONATHAN LASKER** b. 1948  
The Return of the Stick Insects

2000  
oil and acrylic on canvas  
16¼ h × 20 w in (41 × 51 cm)  
Signed, titled and dated to verso 'The Return  
of the Stick Insects - J. Lasker 2000'.  
**\$10,000–15,000**

Provenance  
Acquired directly from the artist  
by the present owners



**CAROL BOVE** b. 1971  
Untitled

2009  
brass, gold chain and found object  
3 h x 6 w x 3 d in (8 x 15 x 8 cm)  
\$8,000–12,000

Provenance  
The Kitchen, New York  
Private Collection, New York



**ROBERT HEINECKEN** 1931–2006  
Study #34

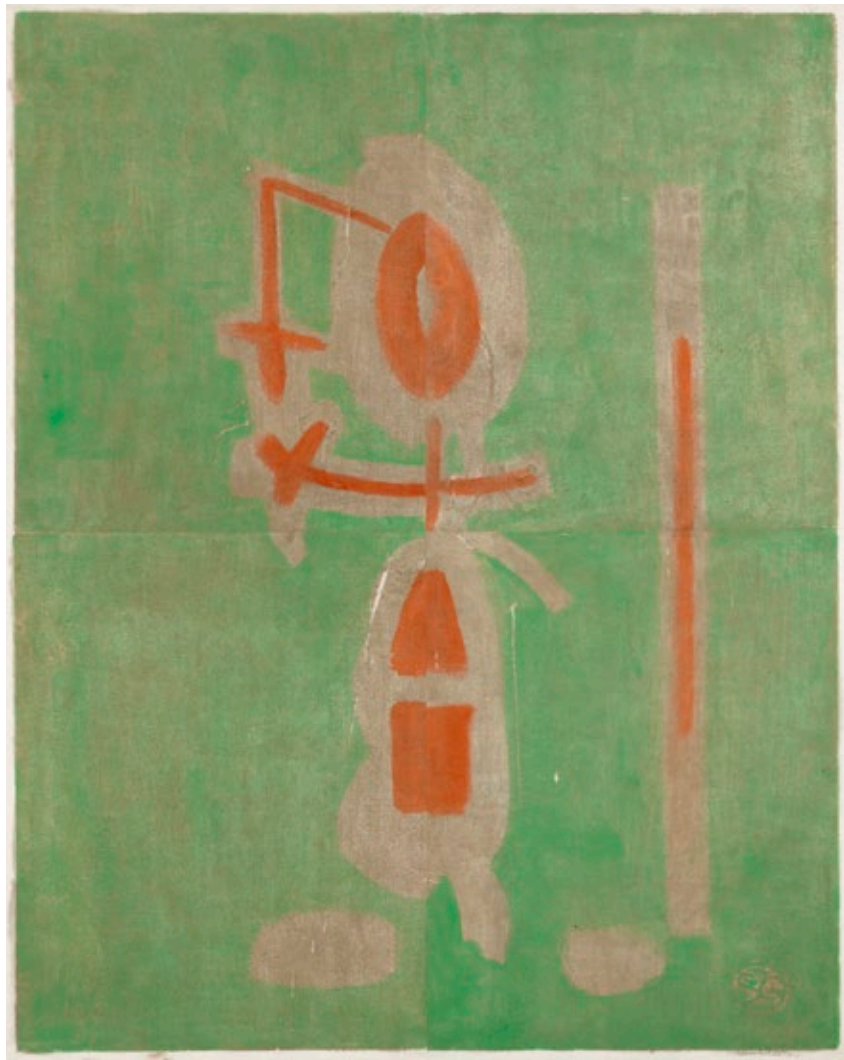
1970  
gelatin silver print photograph  
10 h x 8 w in (25 x 20 cm)  
Signed, dated and numbered to verso 'Heinecken  
1970/63-A-34 #34'. This work is unique.  
\$7,000–9,000

Literature  
*Robert Heinecken*, Batten, Martin, Tsao  
and Simeone, pg. 67 illustrates related work

Provenance  
Stubbs Fine Art, London  
Private Collection







168

**SAM GLANKOFF** 1894–1982  
Untitled

1975  
oil on paper  
48½ h × 38¾ w in (123 × 98 cm)  
Signed and dated to lower right 'SG Glankoff 75'.  
\$5,000–7,000

Provenance  
Prestige Art, Ltd., New York  
Acquired from the previous in 1979  
by the present owner

169

**HENRY MOORE** 1898–1986  
Mother and Child: Rock

1982  
bronze  
6 h × 4¼ w × 3¼ d in (15 × 11 × 8 cm)  
Impressed signature and number to side 'Moore  
9/9'. This work is number 9 from the edition of 9.  
\$20,000–30,000

Literature  
*Henry Moore: Complete Sculpture 1981–86*,  
Volume 6, Bowness, ppg. 52–53, pl. 877

Provenance  
Private Collection  
Wright, *Post War + Contemporary Art*,  
26 February 2009, Lot 210  
Private Collection



170

**LUCIO FONTANA** 1899–1968

Concetto Spaziale, Taglio

1968

porcelain

16½ h × 10 w × 1½ d in (42 × 25 × 4 cm)

Signed and numbered to verso 'L. Fontana 7/75'.

Publisher's stamp to verso 'new york london  
roma' and 'ars porcellana rosenthal relief reihe'.

This work is number 7 from the edition of 75  
(each hand-slashed by the artist) produced  
by Rosenthal, Selb and published by Marlborough  
Gallery. Sold with a digital copy of the original  
receipt from Martha Jackson Gallery.

**\$15,000–20,000**

Provenance

Martha Jackson Gallery, New York

Acquired from the previous in 1970,

Private Collection, Alabama

Thence by descent



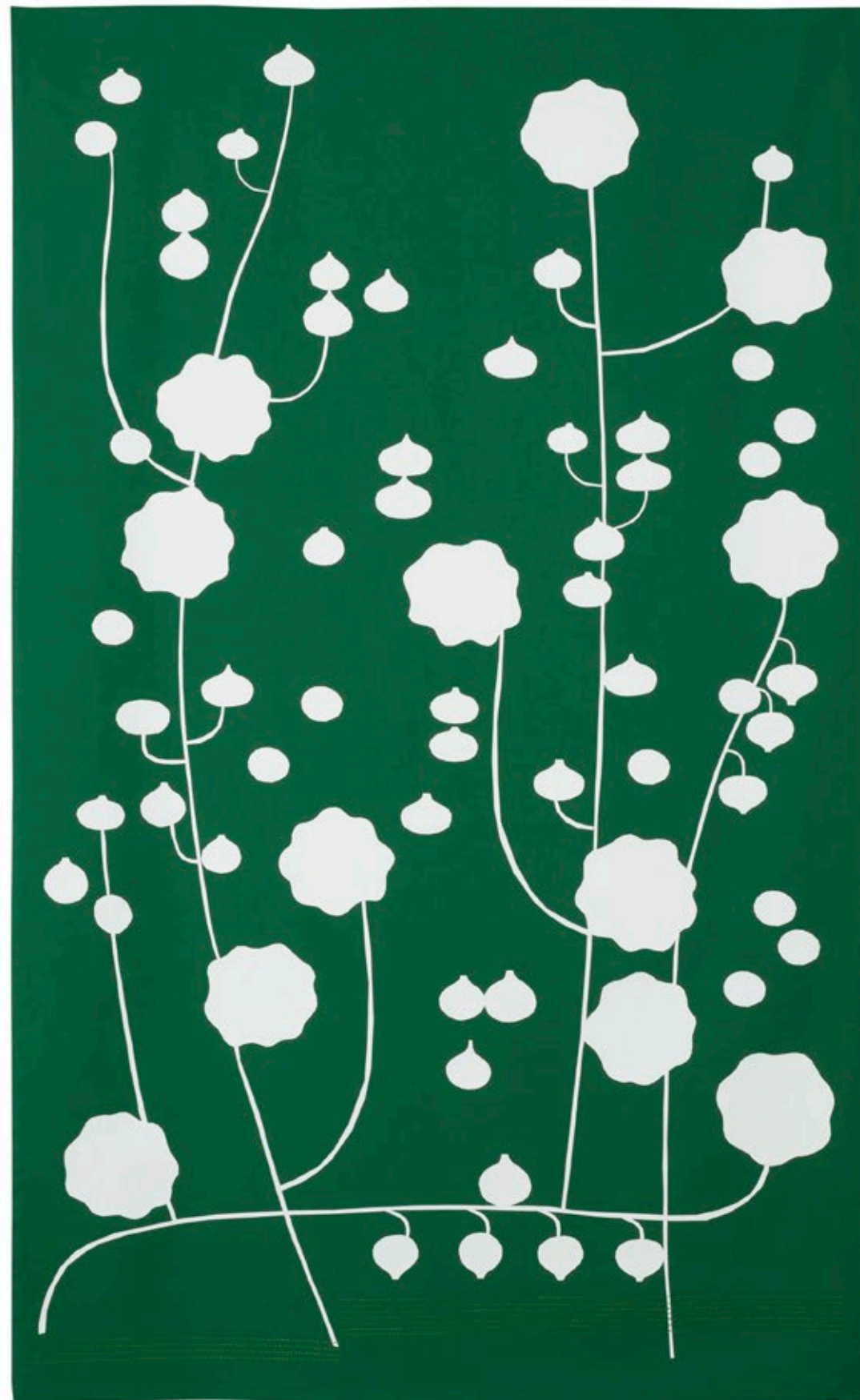
171

**MATTHEW BRANNON** b. 1971  
*Cum Quickly*

2005  
acrylic and embroidery floss on canvas  
99½ h × 60 w in (253 × 152 cm)  
**\$10,000–15,000**

Exhibited  
*Matthew Brannon: Meat Eating Plants*,  
18 November–17 December 2005, David  
Kordansky Gallery, Los Angeles

Provenance  
David Kordansky Gallery, Los Angeles  
Acquired from the previous,  
Private Collection, Chicago







172

**MERCEDES MATTER** 1913–2001  
Bethel, Connecticut

c. 1964  
oil on canvas board  
13 h × 16 w in (33 × 41 cm)  
Estate stamp to verso.  
**\$7,000–9,000**

Provenance  
Estate of the artist  
Mark Borghi Fine Art, New York  
Private Collection



173

**MERCEDES MATTER** 1913–2001  
Deer Isle, Maine

1957  
oil on canvas board  
15¾ h × 20 w in (40 × 51 cm)  
Estate stamp to verso.  
**\$8,000–12,000**

Literature  
*Mercedes Matter*, Mishkin Gallery  
exhibition catalog, pl. 70

Exhibited  
*Mercedes Matter: A Retrospective  
Exhibition*, 29 October–14 December  
2009, Mishkin Gallery, Baruch College,  
New York (traveling exhibition)

Provenance  
Estate of the artist  
Mark Borghi Fine Art, New York  
Private Collection



174

**NELL BLAINE** 1922–1996  
Abstraction

1948  
oil on plywood  
14¼ h × 19¼ w in (36 × 49 cm)  
**\$5,000–7,000**

Literature  
*Nell Blaine: Abstract Paintings and Works on Paper*, Valerie Carberry Gallery exhibition catalog, pl. 10

Exhibited  
*Nell Blaine: Abstract Paintings and Works on Paper*, 7 November–19 December 2003, Valerie Carberry Gallery, Chicago

Provenance  
Tibor de Nagy, New York  
Mark Borghi Fine Art, New York  
Private Collection



175

**PERLE FINE** 1905–1988  
Indicator Working

1965  
Fold-Over collage (gouache, folded paper collage)  
22 h × 27¾ w in (56 × 70 cm)  
Signed and dated to lower edge 'Perle Fine 65'.  
**\$6,000–8,000**

Provenance  
Private Collection, New York



176

**SOL LEWITT** 1928–2007

Steps

2005

syntactic polyurethane painted in lacquer,  
lacquered wood

7 h × 12 w × 12 d in (18 × 30 × 30 cm)

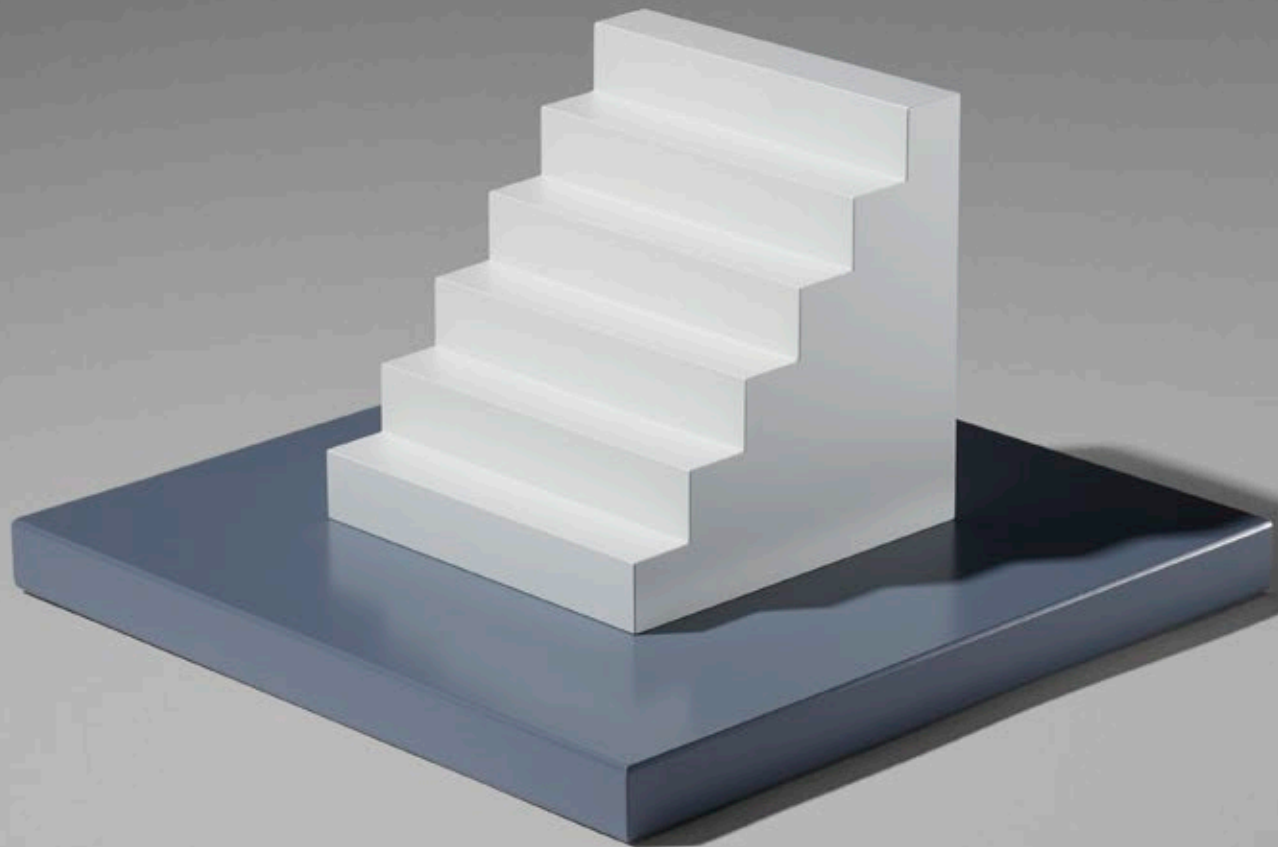
Signed, dated and numbered to underside  
'Sol Lewitt 4/6 05'. This work is number  
4 from the edition of 6 published by Barbara  
Krakow Gallery, Boston. Retains original  
wood box.

**\$7,000–9,000**

Provenance

Barbara Krakow Gallery, Boston

Private Collection



177

**ROBERT LONGO** b. 1953

Joseph (from the Men in the Cities series)

2000

lithograph on Arches

72 h × 41 w in (183 × 104 cm)

Signed, dated and numbered to lower left  
'29/50 R 00'. This work is number 29  
from the edition of 50 published by Wolfryd-  
Selway Fine Art, West Hollywood.

**\$30,000–50,000**

Provenance

DTR Modern Galleries, Boston

Private Collection





178

**RICHARD ESTES** b. 1932

D Train

1988

screenprint in colors on museum board

35½ h × 72 w in (90 × 183 cm)

Signed and numbered to lower edge '42/125

Richard Estes'. This work is number 42 from the edition of 125 printed by Edition Domberger, Stuttgart and published by Parasol Press, New York

**\$30,000–40,000**

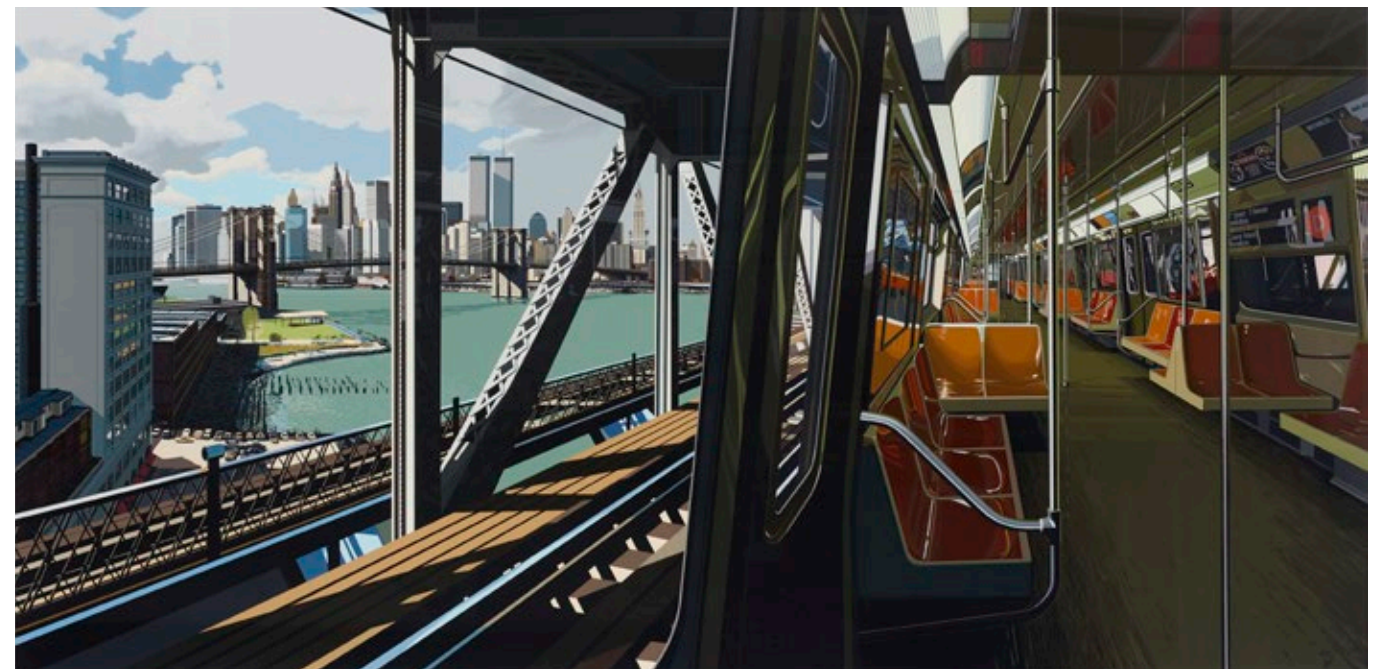
Literature

*Richard Estes: Paintings & Prints,*

Arthur, pg. 128

Provenance

Private Collection



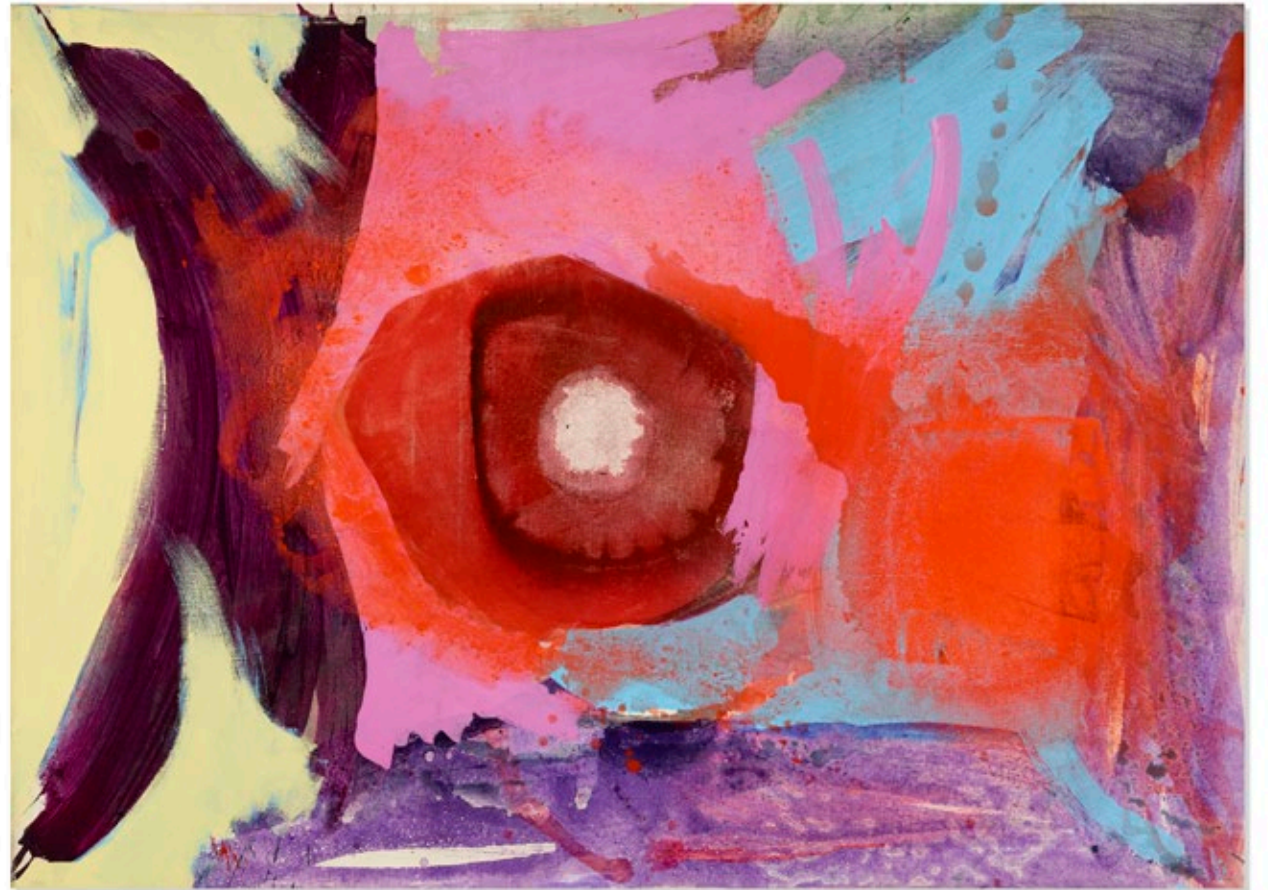


179

**CHOI WOOK-KYUNG** 1940–1985  
Untitled

c. 1975  
acrylic on canvas  
35¼ h × 35¾ w in (90 × 90 cm)  
Inscribed to verso '6'.  
\$6,000–8,000

Provenance  
The Artist  
Thence by descent



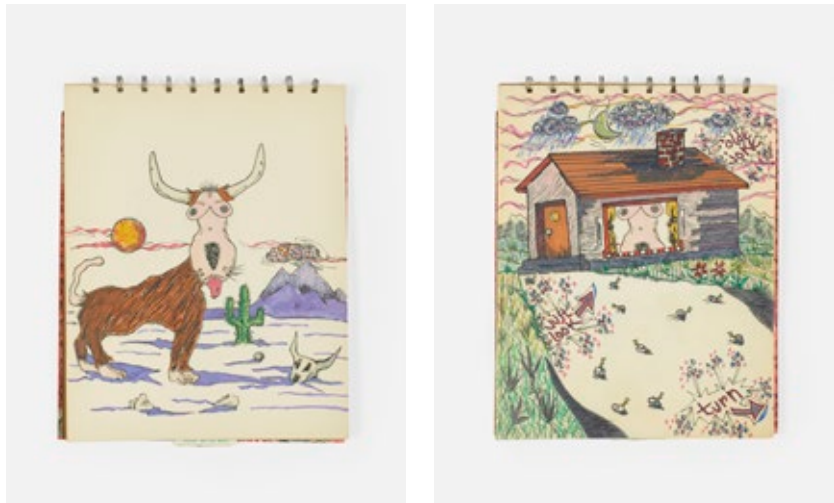
180

**CHOI WOOK-KYUNG** 1940–1985  
Untitled

c. 1965  
acrylic on canvas  
38 h × 51 w in (97 × 130 cm)  
Inscribed to verso '20'.  
\$7,000–9,000

Provenance  
The Artist  
Thence by descent





Two drawings from the present lot.

181

**H.C. WESTERMANN** 1922–1981  
WIZE8X2oYEETS (Artist's Book)

c. 1965

pen, ink, and colored pencil with collage  
on sketchbook

10 h × 8 w in (25 × 20 cm)

This spiral bound book features a handmade collage cover and six pages of multimedia drawings by the artist.

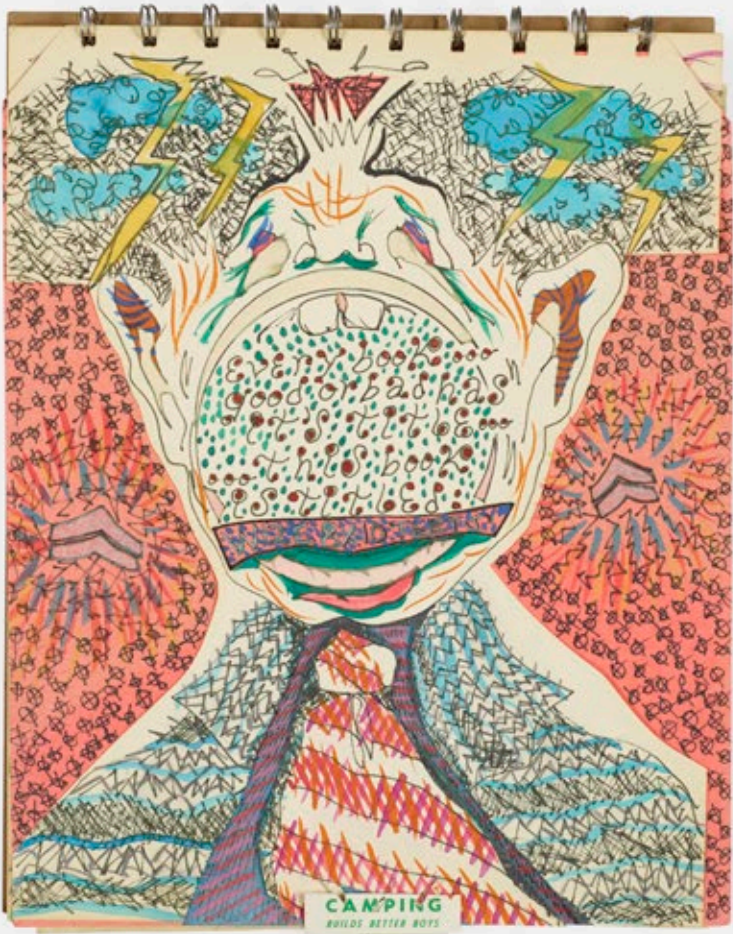
**\$15,000–20,000**

Provenance

Gift from the artist to the original owner

Thence by descent

Private Collection





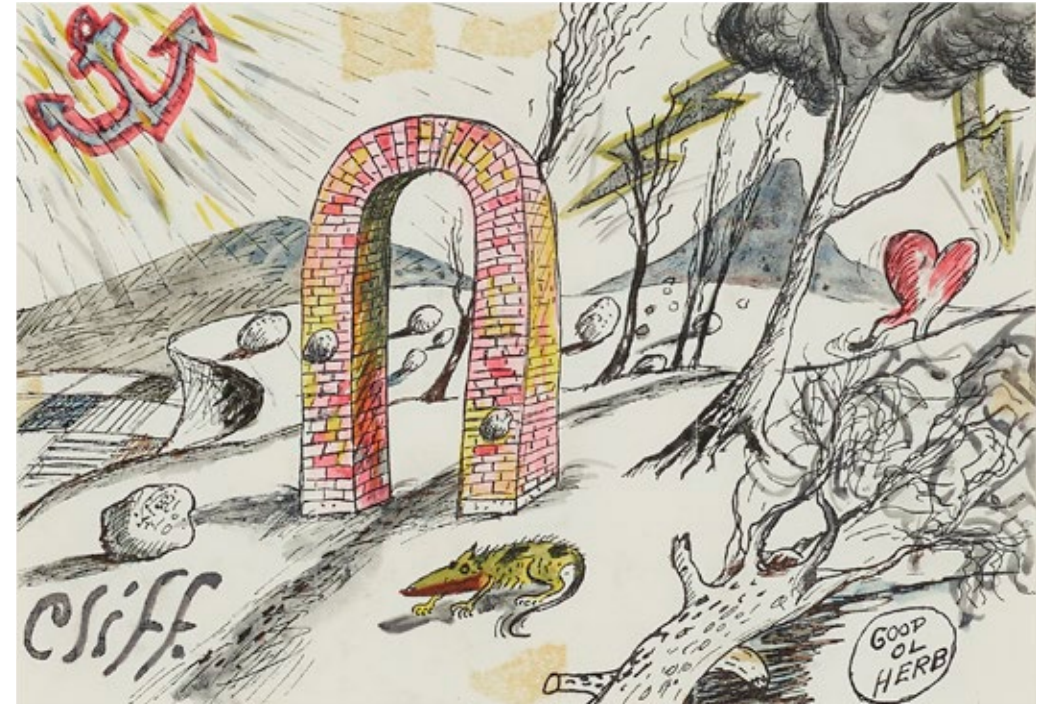


182

**H.C. WESTERMANN** 1922–1981  
Dead Marine Boogie Woogie Sea Shell

c. 1965  
graphite and marker on paper  
9 h × 10¾ w in (23 × 27 cm)  
Signed to lower right 'Cliff'.  
\$4,000–6,000

Provenance  
Gift from the artist to the original owner  
Thence by descent  
Private Collection



183

**H.C. WESTERMANN** 1922–1981  
Good Ol Herb

c. 1965  
pen and marker on paper  
7 h × 10 w in (18 × 25 cm)  
Signed to lower left 'Cliff'.  
\$4,000–6,000

Provenance  
Gift from the artist to the original owner  
Thence by descent  
Private Collection

184

**H.C. WESTERMANN** 1922–1981  
Rabos le Res

c. 1965

pen, ink and colored pencil on paper  
10 h x 7¼ w in (25 x 18 cm)

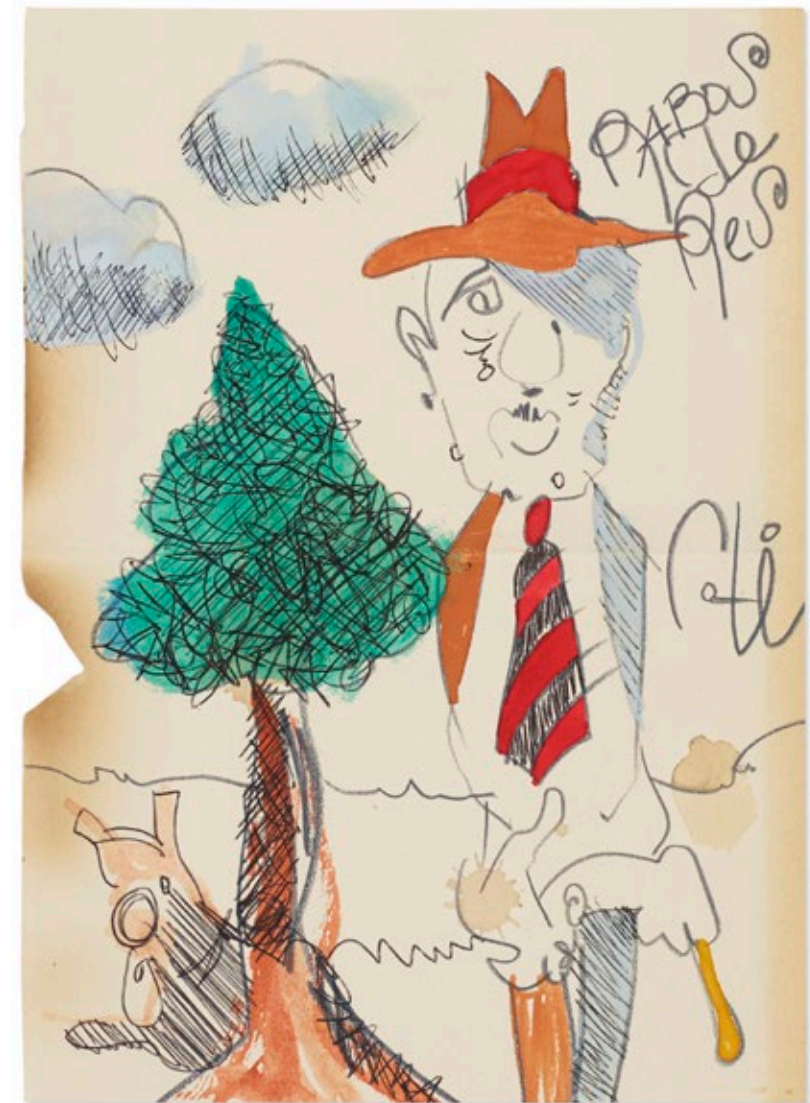
**\$4,000–6,000**

Provenance

Gift from the artist to the original owner

Thence by descent

Private Collection





WORKS FROM THE COLLECTION  
OF ROLF NELSON

185

**RON NAGLE** b. 1939

Tahoe Cup

1968

glazed stoneware, pine, felted acrylic

4¼ h × 3¾ w × 3 d in (11 × 10 × 8 cm)

Box measures: 9 h × 9 w × 5.25 d inches.

**\$15,000–20,000**

Literature

*Ron Nagle: A Survey Exhibition 1958–1993*, Nagle and McTwigan, ppg. 16–17, no.9 *Craft Horizons*, June 1971, Vol. 31, pg. 37, no. 3 *Ron Nagle: Nagle, Ron*, Pagel, Selvin and Martin, pl. 7

Exhibited

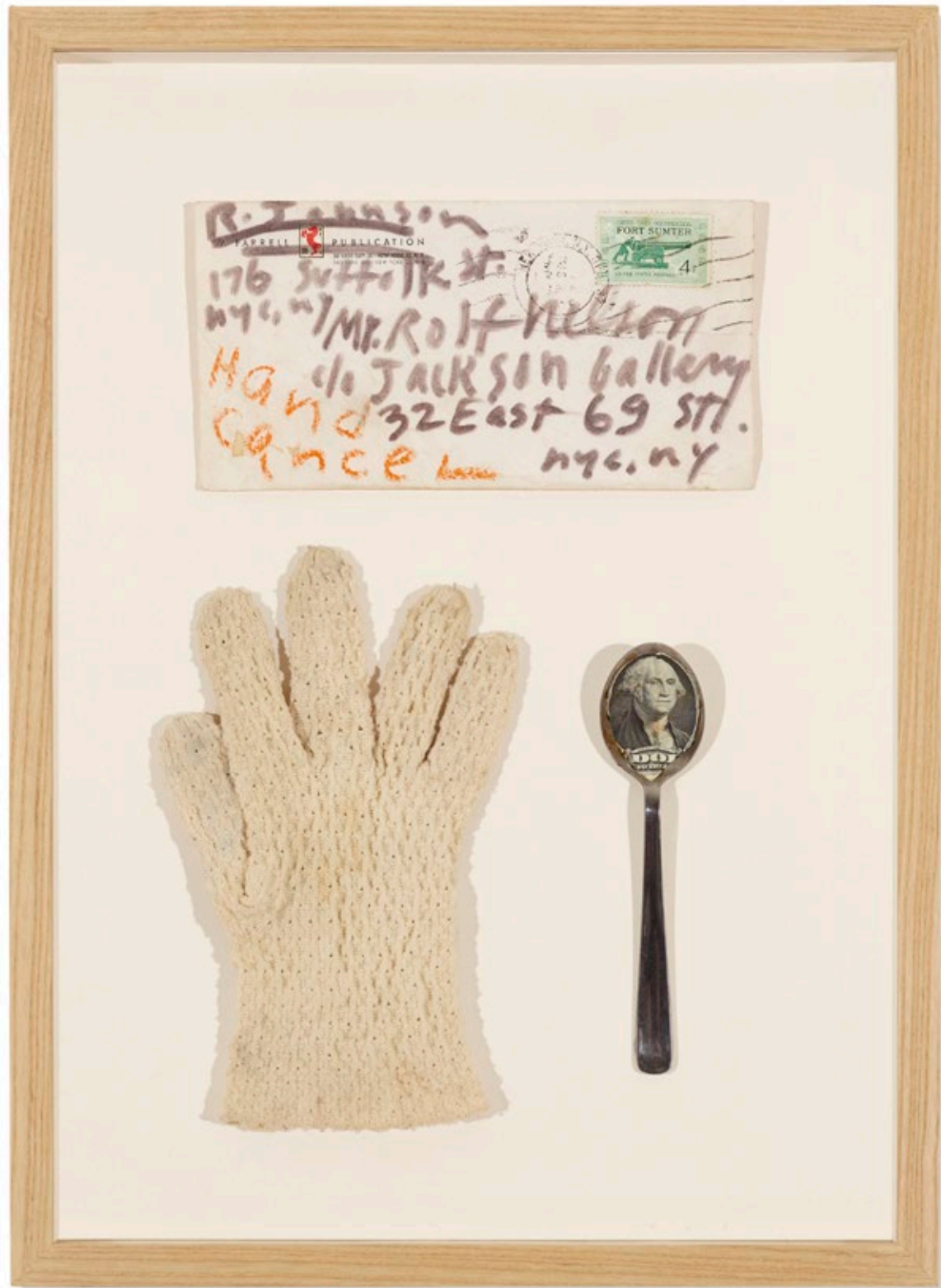
*Ron Nagle*, 1968, Dilexi Gallery, San Francisco  
*Ron Nagle: A Survey Exhibition 1960–1993*, 1993, Mills College Art Gallery, Oakland (traveled to The Carnegie Museum of Art, Pittsburgh)

Provenance

Acquired directly from the artist,  
Collection of Rolf Nelson  
Private Collection







186

**RAY JOHNSON** 1927–1995  
Untitled

c. 1970  
mixed media  
17 h × 12½ w in (43 × 32 cm)  
Signed to upper edge of envelope 'R. Johnson'.  
\$3,000–5,000

Exhibited  
*Sincerely...*, 12 September–28 November 2020,  
Carl Hammer Gallery, Chicago

Provenance  
Gift from the artist, Collection of Rolf Nelson  
Private Collection



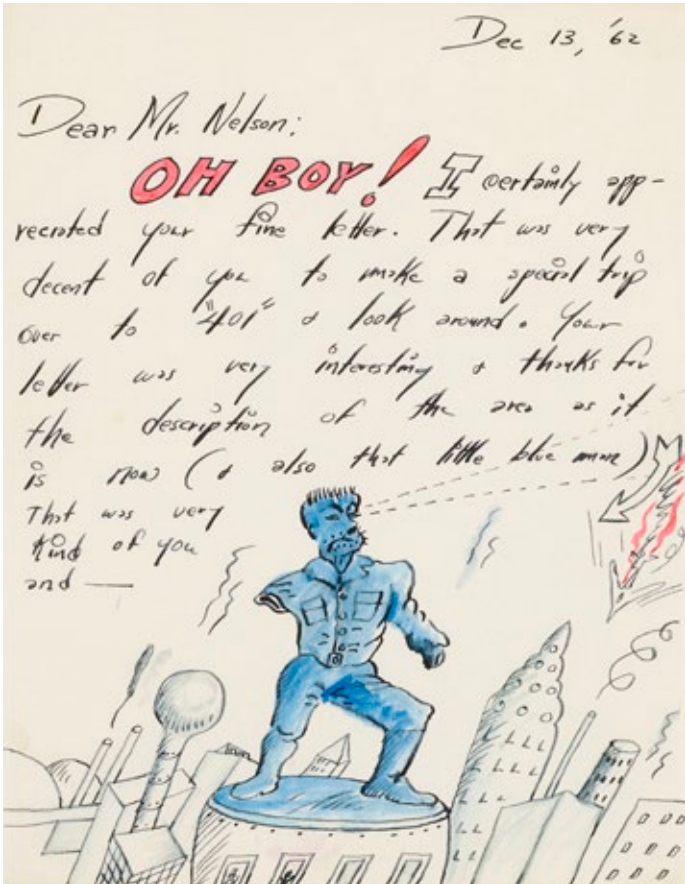
187

**RAY JOHNSON** 1927–1995  
Untitled

c. 1970  
collage  
7 h × 4 w in (18 × 10 cm)  
\$5,000–7,000

Exhibited  
*Sincerely...*, 12 September–28 November 2020,  
Carl Hammer Gallery, Chicago

Provenance  
Gift from the artist, Collection of Rolf Nelson  
Private Collection



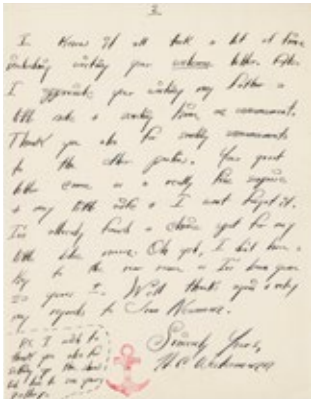
188

**H.C. WESTERMANN** 1922–1981  
Untitled (Oh Boy!)

1962  
watercolor and ink on paper  
11 h x 17 w in (28 x 43 cm)  
Signed and dated to top and lower edge 'H.C. Westermann Dec 13 62'. Sold with original envelope.  
**\$2,500–3,500**

Exhibited  
Sincerely..., 12 September–28 November 2020,  
Carl Hammer Gallery, Chicago

Provenance  
Gift from the artist, Collection of Rolf Nelson  
Private Collection



The second page of the present lot.



189

**RICHARD DIEBENKORN** 1922–1993  
Untitled (Ocean Park)

1969  
lithograph in colors  
24 h x 18¾ w in (61 x 48 cm)  
Signed, dated and numbered to lower left '64/90 RD69' with publisher's blindstamp to lower left.  
This work is number 64 from the edition of 90 published by Collector's Press, San Francisco.  
**\$5,000–7,000**

Provenance  
Collection of Rolf Nelson  
Private Collection





190

**MARSDEN HARTLEY** 1877–1943  
Flowers in Goblet #2

1923  
lithograph  
25½ h × 19½ w in (65 × 50 cm)  
Signed, titled and dated to lower edge  
'Marsden Hartley 1923 Flowers in Goblet  
#2 Marsden Hartley Estate item 488'.  
**\$1,000–2,500**

Literature  
University of Kansas 11

Provenance  
Collection of Rolf Nelson  
Private Collection



191

**IRVING PETLIN** 1934–2018  
Untitled

1972  
pastel on paper  
18 h × 19 w in (46 × 48 cm)  
Signed and dated to lower right 'Petlin 72'.  
Signed, dated and inscribed to verso 'On One  
Hand for the Nelson Family 1972 Irving Petlin'.  
**\$2,000–3,000**

Provenance  
Gift from the artist, Collection of Rolf Nelson  
Private Collection



192

**JOAN MIRÓ** 1893–1983

Untitled (from Constellations)

1959

etching and aquatint on Vélín d'Arches paper

11 h × 7½ w in (28 × 19 cm)

Sheet measures: 17.25 h × 14.25 w inches.

Signed and numbered to lower edge 'épreuve d'artiste Miro'. This work is an artist's proof apart from the edition of 50 printed by l'Atelier Lacourière- Frélaut, Paris and published by Pierre Matisse to accompany the book by André Breton entitled *Constellations*.

**\$3,000–5,000**

Literature

Cramer 58

Provenance

Collection of Rolf Nelson

Private Collection





193

**NICOLA DE MARIA** b. 1954  
Spirito Buono, Testa Cosmica

1990  
mixed media  
10½ h × 8½ w in (27 × 22 cm)  
Signed, titled and dated to verso 'Spirito Buono  
Testa Cosmica Nicola De Maria 1990'.  
\$10,000–15,000

Exhibited  
*Sibilla Nella Grotta Di Cuna*, 18 October–  
30 November 1991, Galerie Lelong, New York  
*Nicola De Maria*, 5 March–29 April 1992,  
Thomas Segal Gallery, Boston  
*Lo Spirito D'Italia*, 18 October–10 January 1993,  
The Newhouse Center for Contemporary Art,  
Snug Harbor Cultural Center, Staten Island

Provenance  
The Artist  
Galerie Lelong, New York  
Private Collection, Minneapolis

194

**ALIK CAVALIERE** 1926–1998

Story

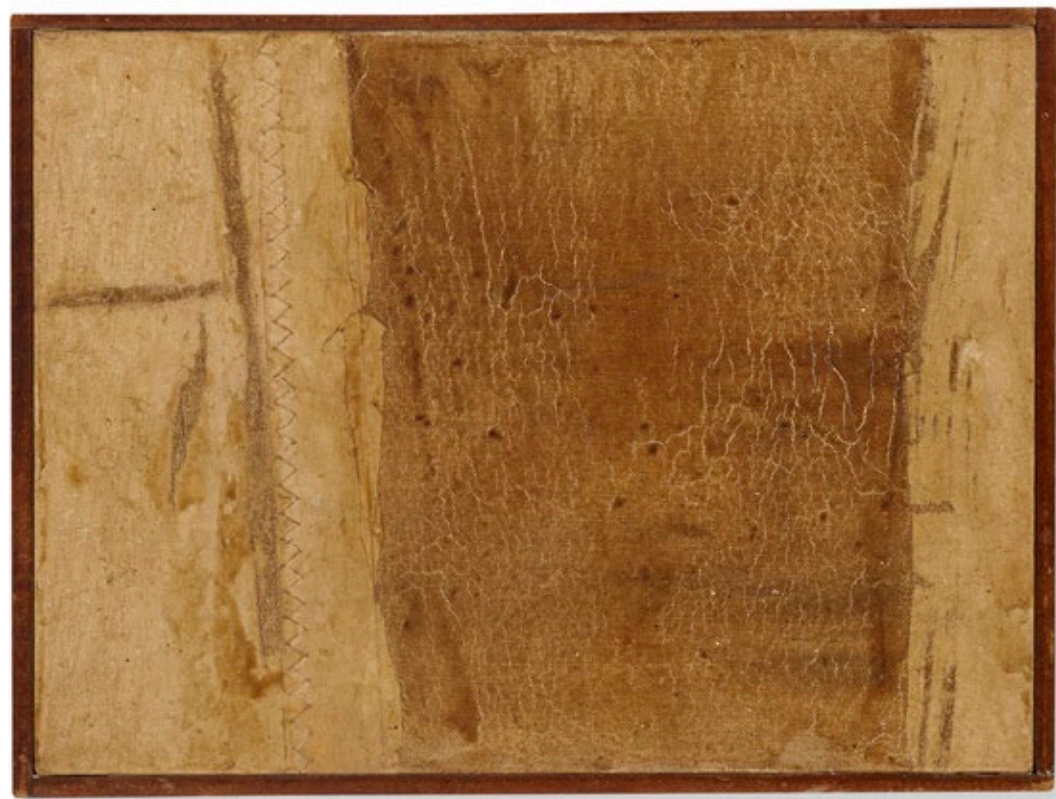
1964  
bronze  
21½ h × 16 w × 17½ d in (55 × 41 × 44 cm)  
Signed and dated to base 'Alik Cavaliere '64'.  
This work is unique.  
\$10,000–15,000

Exhibited  
*Collectors Club of Minnesota Fifth Exhibition*,  
Summer 1966, Walker Art Center, Minneapolis

Provenance  
Dayton's Gallery 12, Minneapolis  
Acquired from the previous in 1965  
by the present owner







195

**ROBERT MOSKOWITZ** 1935–2001  
Untitled

1960  
stained fabric window shade collage  
on canvas in artist's frame  
9 h × 12 w in (23 × 30 cm)  
\$10,000–15,000

Provenance  
Collection of Rolf Nelson  
Private Collection

196

**PAVLOS DIONYSOPOULOS** 1930–2019  
Untitled

1967  
paper construction on panel  
48½ h × 25 w × 1½ d in (123 × 64 × 4 cm)  
Signed and dated to verso 'Pavlos 1967'.  
\$20,000–30,000

Provenance  
Dayton's Gallery 12, Minneapolis  
Acquired from the previous in 1968  
by the present owners







197

**NEIL WELLIVER** 1929–2005  
Study for Frozen Spring

oil on linen  
6 h × 6 w in (15 × 15 cm)  
Signed and titled to verso 'Neil Welliver  
Study for Frozen Spring'.  
\$5,000–7,000

Provenance  
Community Research Initiative  
Acquired from the previous in 1991,  
Marlborough Gallery, New York

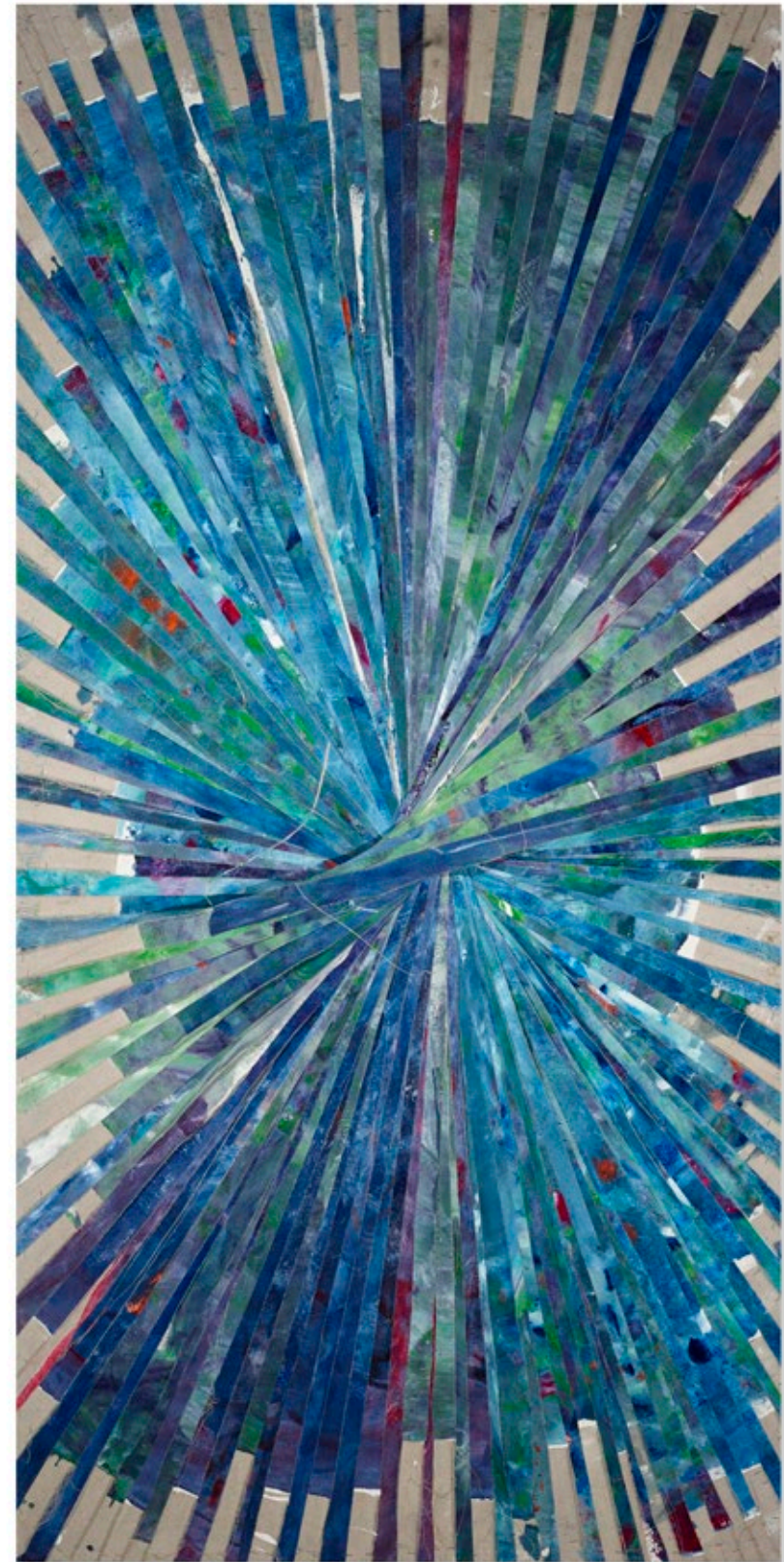
198

**MATTHEW CHAMBERS** b. 1982  
Many People Are Like That, An Object Suddenly  
Becomes Valuable to Them Because Someone  
Else Would Like to Have It

2012  
oil and acrylic on canvas  
96 h × 48½ w in (244 × 123 cm)  
Signed and dated to verso 'Matthew Chambers 2012'.  
\$6,000–8,000

Exhibited  
*Matthew Chambers*, 3 March–21 April 2013,  
UNTITLED, New York

Provenance  
The Artist  
UNTITLED, New York  
Private Collection





199

**DAN COLEN AND  
HARMONY KORINE**

Untitled (two works from Train Yourself to Lose)

2013

flowers and ink on paper

11 h x 8¼ w in (28 x 21 cm)

Signed to verso of each work 'Harmony Korine'.

**\$7,000–9,000**

Literature

*Train Yourself To Lose*, Colen and Korine,

unpaginated, illustrates one work

Provenance

Karma, New York

Private Collection



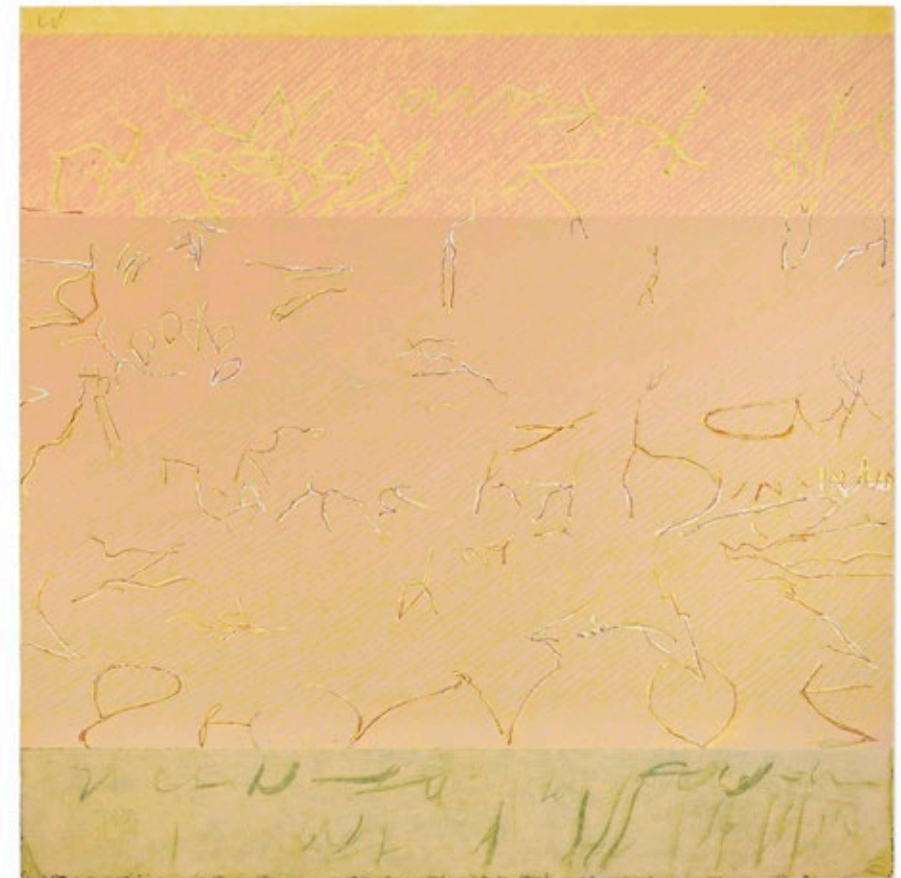


200

**ARTIE VIERKANT** b. 1986  
Image Object Tuesday 24 June 1:05 PM

2014  
UV print on dibond  
79½ h × 79½ w in (202 × 202 cm)  
Signed, titled, dated to verso 'Image Object  
Tuesday 24 June 2014 1:05 PM Artie Vierkant  
14'. This work is unique.  
**\$6,000–8,000**

Provenance  
The Artist  
Feuer/Mesler, New York  
Private Collection



201

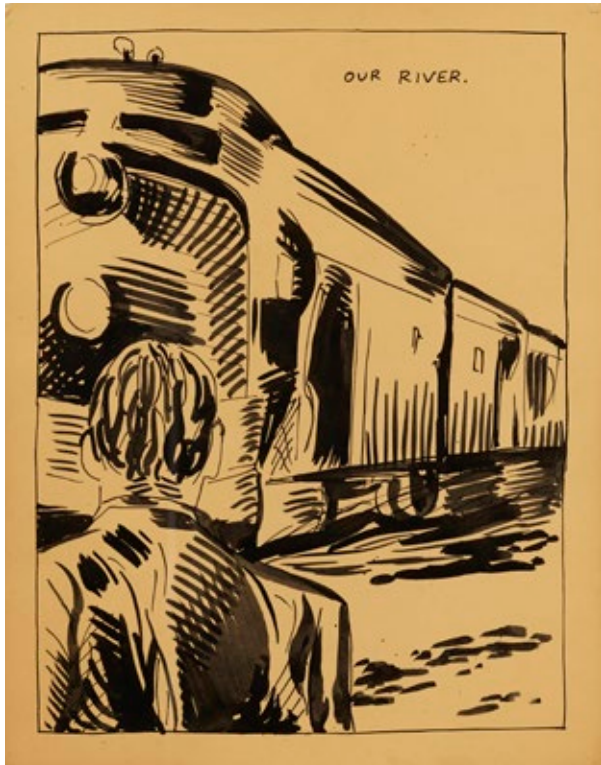
**WARREN ROHRER** 1927–2005  
Field: 20 Minutes in June

1990  
oil on linen  
66¼ h × 66¼ w in (168 × 168 cm)  
Signed, titled and dated to verso 'Field:  
20 Minutes in June 1990 W. Rohrer'.  
**\$18,000–24,000**

Exhibited  
*Warren Rohrer: Paintings 1972–1993*, 22 June–  
17 August 2003, Philadelphia Museum of Art

Provenance  
Marian Locks Gallery, Philadelphia  
Private Collection





202

**RAYMOND PETTIBON** b. 1957

Our River

1988

ink on paper

14 h x 11 w in (36 x 28 cm)

Titled to upper right 'Our River'.

Signed and dated to verso 'Raymond

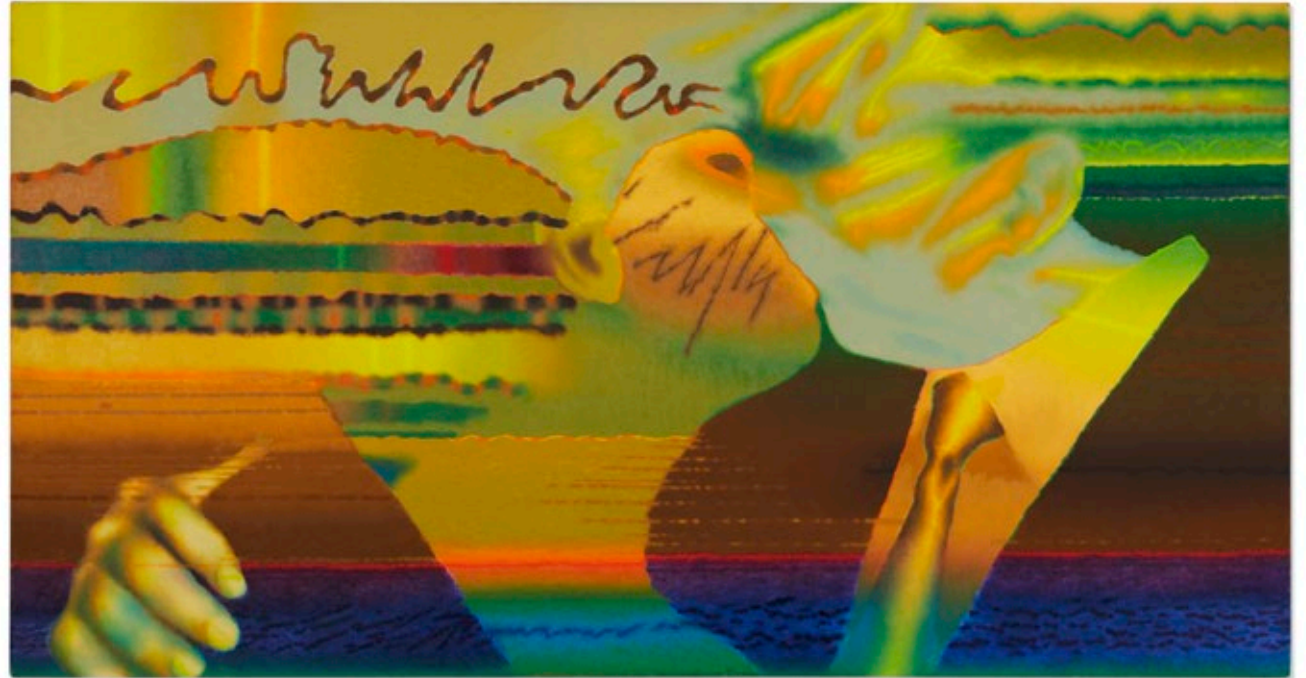
Pettibon 88'.

**\$5,000–7,000**

Provenance

Acquired in 1989 from Feature, Inc.,

New York by the present owner



203

**ED PASCHKE** 1939–2004

Buenuto

1982

oil on canvas

42 h x 80 w in (107 x 203 cm)

Signed, titled and dated to verso

'E Paschke 82 Buenuto'.

**\$50,000–70,000**

Exhibited

16 July–14 August 2019,

Rhona Hoffman Gallery, Chicago

Provenance

Phyllis Kind Gallery, Chicago

Rhona Hoffman Gallery, Chicago

Private Collection





204

**JEAN-BAPTISTE BERNADET** b. 1978  
Study for Sunset—30 (After Frederic Church)

2014  
oil on canvas  
71 h × 78½ w in (180 × 199 cm)  
Signed, titled and dated to verso 'JB Bernadet  
Study for Sunset - 30, (After Frederic Church) 2014'.  
\$10,000–15,000

Literature  
*Jean-Baptiste Bernadet: Studies for Sunsets*,  
Bacon, ppg. 94–95  
  
Exhibited  
*Jean-Baptiste Bernadet: Studies for Sunsets*,  
27 September–9 November 2014, Retrospective  
Gallery, Hudson, NY  
  
Provenance  
The Artist  
Retrospective Gallery, Hudson, NY  
Private Collection



205

**HUNT SLONEM** b. 1951  
Whispers of Showers

2007  
oil on canvas  
70 h × 80 w in (178 × 203 cm)  
Signed, titled and dated to verso 'Hunt  
Slonem 2007 Whispers of Showers'.  
\$12,000–18,000

Provenance  
The Artist  
Acquired from the previous in 2009,  
Marlborough Gallery, New York

## TERMS AND CONDITIONS

This is a legal contract between you and Rago/Wright llc.

Rago/Wright offers each item of property (a “**lot**” or “**lots**”) for sale subject to and under these Terms of Sale, as changed or supplemented by the Rago/Wright Privacy Policy and Lot Particulars as defined below (“**Agreement**”).

In this Agreement, “**we**,” “**us**,” “**our**,” “**Rago/Wright**” or similar terms mean Rago Wright, LLC, a Delaware limited liability company, and “**you**,” “**your**,” “**buyer**,” “**bidder**” or similar terms mean the individual, corporation or other entity bidding on or buying a lot from us at auction, through the Internet or other means (with the foregoing parties sometimes called a “**Party**” and together “**Parties**”).

Capitalized terms have the meanings given in *Definitions*. This Agreement contains mandatory arbitration dispute resolution at Section 51.

You hereby enter into this agreement:

### 1 YOU AGREE

By registering to bid, bidding, or otherwise purchasing a lot from Rago/Wright, whether in person, by absentee bid or through an agent, you hereby enter into, and agree to be bound by and to comply with, this Agreement.

### 2 RAGO/WRIGHT AS AGENT

The Agreement governs the relationship between you, as a bidders and/or buyer, on the one hand, and Rago/Wright and sellers, on the other hand. You acknowledge that Rago/Wright acts as an agent for the seller, unless otherwise indicated in a Lot Particular, in a catalogue or at the time of auction. On occasion, Rago/Wright may own a lot directly, in which case we will act in a principal capacity as a consignor, or a company affiliated with Rago/Wright may own a lot, in which case we will act as agent for that company, or Rago/Wright or an affiliated company may have a legal, beneficial or financial interest in a lot as a secured creditor or otherwise.

### BIDDING AT AUCTION

#### 3 REGISTRATION

To bid in an auction, you will (a) create an account with us; and (b) register for that auction in accordance with our registration procedures.

#### 4 QUALIFYING TO BID

**Verification of Your Identity** As a condition of bidding or participating in any auction or sale of one or more lots, we may require you to do all or any of the following: (a) Establish credit and verify your credit-worthiness by providing a valid credit card number, credit references and an initial deposit, which may include a pre-authorization hold of a portion of the estimate of the lots on which you may bid; (b) Verify your identity by providing us with

a government issued photo identification and a valid credit card number (c) Verify your address by providing us with a valid government-issued identification, a utility bill, bank statement and/or a recent postal envelope; (d) Verify you satisfy an age minimum by providing us with age-bearing identification; and (e) Furnish us with such other documents as we may request.

**Verification of Your Entity and Identity** (a) If you represent an entity, we may require you to verify the status of your entity, as well as your entity’s beneficial owners, by providing us with (i) a list of that entity’s shareholders, members, partners, trustees or beneficiaries; (ii) a copy of your entity’s charter or foundational documents, and/or a good standing certificate; (iii) the entity’s shareholders agreement, operating agreement, partnership agreement or trust agreement; and (iv) any of the documents or verifications listed above for any of your entity’s directors and officers; and (b) If you are bidding as agent, we may require you to provide a letter of authorization from your principal, as well as any of the documents or verifications listed above.

**Verification Activities** Verification activities may be handled by third parties who specialize in remote verification of people and companies. You understand and agree that if we refer you or require you to submit identification or personal identifying information to third party verification services, that any information you provide or interactions you have with them will be subject to the third party’s terms, conditions and privacy policies. We will not be a part of, or be responsible for, the actions or failures to act of, the verification activities of those third parties.

**Minimum Deposits** We may require you, as a bidder on a lot with an estimate of \$5,000 or more: (a) to provide an initial deposit of a portion of the low estimate; and (b) to grant us the right to charge your credit card all or a portion of the selling price on the date of the auction.

#### 5 YOUR BID IS AN OFFER

Any bid you submit can and may be the winning bid for a particular lot. Your bid constitutes an offer to purchase the lot. If we accept your bid, you become contractually bound to buy the lot in accordance with that bid. A bid can be accepted by Rago/Wright (a) by our auctioneer as the last, highest bid in an auction; or (b) by us as an acceptable offer for a lot in a Private Sale (such accepted bid or offer, “**Winning Bid**”). If your bid is a Winning Bid, you agree to pay us the amount of your bid and the Buyer’s Premium for such lot and assume all risk of loss and damage to such lot, in addition to any obligations, costs and expenses relating to its handling, shipping, insurance, taxes and export as set forth herein.

## 6 INSPECTION

All sales are final. You are responsible for satisfying yourself about the condition or any other matter concerning each purchased lot. You are advised to personally examine any lot on which you intend to bid prior to the auction and/or sale. By bidding on a lot, you hereby represent, warrant and covenant that you have examined the condition of the lot to your satisfaction and have no objections with its condition.

## CONDUCT OF AUCTION

### 7 AUCTION

A lot will be sold to its highest bidder in an auction as determined in our sole and exclusive judgment. At auction, we may be represented by one or more auctioneers. We may exclusively determine the conduct of any auction, including, without limitation, whether, when and/or if to advance the bidding, to reject any bid offered, to withdraw any lot, to reoffer and resell any lot, and to resolve any dispute in connection with such sale. Our determination in management of an auction or sale is final and shall be binding upon you and all other participants in such sale.

### 8 US CURRENCY

All auctions will be conducted in the currency of the United States of America.

### 9 ESTIMATES

We may set estimated price ranges (low, mid and high) for a lot. A ‘low estimate’ is the lowest potential price in the range; the ‘high estimate’ is the highest potential price in the range; and the ‘mid estimate’ is the median between the two. Pre-sale estimates are intended as guides for prospective bidders. Estimates are preliminary only and are subject to revision by us from time to time in our sole discretion. We make no guarantees, representations or warranties of any kind, express or implied, including, without limitation, regarding the sale price of any lot, whether the lot will sell at all; the price realized at a post-auction sale, or the price realized upon resale, which may be substantially different from our estimates.

### 10 CONDITION REPORTS AND DESCRIPTIONS

As a courtesy, condition reports for any lot are available from Rago/Wright prior to the sale, but Rago/Wright assumes no responsibility for errors and omissions contained in any such report, a Rago/Wright catalogue or other description of a lot that we may make available. Except as set forth in Sections 42.1 (a) and (b), any statements made by Rago/Wright with respect to a lot whether in a condition report, a Rago/Wright catalogue or on the Rago/Wright website, orally or in writing, are intended as statements of opinion only, are not to be relied upon as statements of fact and do not constitute representations or warranties of any kind. Any description of a lot’s dimensions and weights is approximate.

Descriptions we make about lots may not describe all faults or restorations. No description or report about a lot is a substitute for your own examination of a lot.

### 11 BIDDING INCREMENTS

Bids at auction must be submitted in the following Bidding Increments:

\$25 to 500	\$25 increment
\$500 to 1,000	\$50 increment
\$1,000 to 2,000	\$100 increment
\$2,000 to 3,000	\$200 increment
\$3,000 to 5,000	\$250 increment
\$5,000 to 10,000	\$500 increment
\$10,000+	\$1,000 increment or auctioneer’s discretion

Nonconforming bids will not be executed, honored or accepted. However, since we regulate the bidding, we may change the bidding increments in our discretion.

### 12 RESERVE

We may offer each lot subject to a confidential minimum price below which we will not sell the lot (the “**Reserve**”). The auctioneer may open the bidding on any lot below the Reserve by placing a bid on behalf of the seller. We prohibit sellers from bidding on their own lots, but we may seek to satisfy the reserve by bidding on behalf of the seller at the auction up to the reserve. We will endeavor to indicate in the catalogue or by saleroom announcement or notice when parties with an interest in a lot, for example a beneficiary of an estate, may bid on such lot.

### 13 ABSENTEE BIDS

As a convenience to qualified bidders who cannot be present in person on the day of an auction, we will use reasonable efforts to execute bids you submit to us in writing or by phone (“**Absentee Bid**”), subject to the terms of this Agreement.

**Written Absentee Bids** (a) Due. Absentee Bids submitted in writing by mail, delivery, fax, email or a Rago/Wright bidding form on our website must be received by us at least two (2) hours prior to the start of an auction’s published start time. (b) Contingency Bids and Plus Bids. If you cannot be available during the auction, but you submit a written Absentee Bid, you may mark your written bid as a Contingency Bid or a Plus Bid. A “**Contingency Bid**” is a bid with two or more bidding amounts. A “**Plus Bid**” is a bid with your highest bid amount PLUS its next bidding increment that you direct us to make on your behalf if another bidder makes your highest absentee bid.

**Telephone Bids** (a) Due. Absentee bids submitted by phone must be received by us no later 30 minutes before a lot goes on the block. (b) Bids. We will attempt to call you at up to two (2) phone numbers you send to us. However, there can be no assurance that we will succeed in reaching you by phone or accurately placing your bids. (c) Phone Line and Agent. We guarantee you access to one of our phone agents for bidding during an auction if we receive your request by fax, mail, phone,



or through a form requesting phone bidding on our website online by 4:00 p.m. on the day prior to the auction. However, we do not have the capacity to assign phone agents to clients who want to listen only or who will not bid the minimum selling price. Therefore, if you request to reserve a phone agent for bidding, you must be willing to open bidding and bid to the low estimate subject to this Agreement. *All calls will be recorded for record-keeping, quality assurance, and training purposes.*

**Absentee Bidding Conditions** (a) Information. In addition to fulfilling any registration and qualification requirements under Section 3 (*‘Registration’*) and Section 4 (*‘Qualifying to Bid’*), all Absentee Bids must include (i) the correct lot name and number; (ii) your minimum and maximum bid amounts; and (iii) your name and contact information. (b) Confirmation. We endeavor to send each person who submitted an Absentee Bid to us one (1) or more days before the auction with a bid confirmation by 5:00 pm on the day prior to the auction. If you do not receive a bid confirmation, please call us. When you do receive a bid confirmation, you are solely responsible to check it for accuracy. We cannot be liable for errors in bidding including situations in which our bid confirmation contained errors that you did not correct. (c) Disclaimers. We endeavor to handle all absentee bids as your agent, based on your directions. We bid that auction's bidding increment above the previous bid up to your maximum bid amount. (See Section 11 *‘Bidding Increments’*). We assume no responsibility for a failure to execute any such bid, or for errors or omissions made in connection with the execution of any such bid. We will place your Absentee Bids at our discretion and at your risk. We enable Absentee Bids as a convenience to our customers, but while we will make every effort to execute your instructions, we cannot be held liable or responsible for any errors or any failure to bid.

**Third-Party Internet Bidding Services** (a) Third Party Bidding Platforms. We engage third party online bidding platforms to collect or facilitate auction bids (**“Bidding Platforms”**), each of which levy a fee for their services, and have their own rules on fees and how to bid and buy online using these Bidding Platforms. Rago/Wright has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any Bidding Platforms. Your dealings with Bidding Platforms are solely between you and such Bidding Platforms. We encourage you to be aware of, and to read, the terms and conditions and privacy policy of any Bidding Platforms that you visit. You expressly release Rago/Wright from any and all liability arising from your use of any Bidding Platform or other third-party website or service. (b) Waiver. Absentee Bids left with Bidding Platforms are released to Rago/Wright when a lot comes up for sale. *Under no circumstances, including, but not limited to, negligence, will we and our sellers be liable for any damages, lost profits or any special, incidental, or consequential damages that result from the use of, or the inability to use, these bidding platforms.*

**Cancel Old Absentee Bids** If you submit an Absentee Bid to us directly or through a Bidding Platform but then attend the auction in person, bid by phone or by any other means, it is solely your responsibility to cancel any or all of your submitted Absentee Bids prior to the start of the auction. If you do not or cannot cancel your previously submitted Absentee Bids, regardless of reason, you will be held responsible for the purchase of any lot for which you have placed a Winning Bid.

## 14 AUCTION RESULTS

Preliminary auction results will be available online on our website shortly after each auction. Final auction results will be available online once we have audited and verified all sales and bids.

## 15 THE RECORD OF THE SALE

Rago/Wright’s records of sale will constitute the factual, accurate record of all transactions you participate in under this Agreement for purposes of any disputes. You agree that if there is a discrepancy between our records and any other records or messages related to a sale or transaction in a lot, our records of sale will govern.

## 16 WITHDRAWAL

We may withdraw a lot from auction for any reason and with no liability whatsoever for such withdrawal.

## PAYMENT

## 17 INVOICING

All successful bidders will be sent invoices by e-mail or mail (if we do not have an email address on file) shortly following an auction. *Payment on each invoice for a winning bid is due on receipt of the invoice.* You acknowledge and agree that we may charge your credit card for all charges.

## 18 PAYMENT FOR AND COLLECTION OF PURCHASES

**All Charges** If your bid is a Winning Bid, you agree to pay the following charges associated with your purchase of such lot: (a) The Hammer Price; (b) The Buyer’s Premium (which, together with the Hammer Price, is sometimes called the **“Sale Fees”**); (c) Any applicable sales tax, late payment charges, Storage Fees, credit card charges, Enforcement Costs, Bidding Platform fees and charges and other costs, damages or charges assessed in accordance with this Agreement (collectively, the **“Buyer Costs”**, and together with the Sale Fees, **“All Charges”**).

**Payment Procedure** You will pay All Charges immediately following Rago/Wright’s delivery of an invoice to you following our acceptance of your Winning Bid unless other arrangements have been approved by Rago/Wright in advance. If Rago/Wright approves of such other arrangement for payment, Rago/Wright may at its discretion require you to make a nonrefundable down payment on All Charges. All payments must be made in US Dollars, in any of the following acceptable forms of payment:

- Cash
- Check, with acceptable identification
- Visa, MasterCard, Discover or American Express
- PayPal at Rago/Wright’s PayPal link: paypal.me/billpayragowright.com

**Credit Card Charges** We may charge and collect an additional 2% of payments made by credit card.

**Late Payment** If payment is not received in full on an invoice hereunder within fifteen (15) days of the invoice’s date, we may charge, and you will pay, interest on the outstanding amount at a rate of 1.5% per month.

## 19 ENFORCEMENT COSTS

You will reimburse us for the amount of all expenses we incur, including attorneys’ fees and court costs, in exercising or enforcing any of our rights hereunder or under applicable law, together with interest on all such amounts at 1.5% per month (the **“Enforcement Costs”**) within fifteen (15) days of the date of the invoice for such Enforcement Costs.

## SALES TAX

## 20 NEW JERSEY AND ILLINOIS

All purchases picked up at or delivered to a New Jersey address will be taxed at the New Jersey state tax rate, currently 6.625%. All purchases picked up at or delivered to an Illinois address will be taxed at the Illinois tax rate, currently 6.25%. All purchases will also be subject to applicable city and county taxes.

## 21 NEXUS

On June 21, 2018, the U.S. Supreme Court decided South Dakota v. Wayfair, Inc., enabling states to impose sales tax responsibilities on **“remote”** sellers, i.e., sellers without a physical presence in the state. Since the ruling, several states have responded by implementing legislation requiring remote sellers to collect sales tax when the total dollar value of purchases sent to that state exceeds a set threshold. Each state sets its own threshold. Exceeding that threshold is known as creating an economic nexus. Like all other remote sellers, Rago/Wright is now required to collect Sales/Use Tax from buyers in these states when the total dollar value of purchases sent to that state creates a nexus. When this occurs, you will see sales tax included on your invoice. The sales tax rate is determined by the state, county, and city where purchases are sent.

## 22 RESALE CERTIFICATE

If you have a valid resale certificate on file with us, you will be excepted from being charged the Sales/Use tax. Please send your completed, valid Resale Certificates to ragoauctions@ragoarts.com or fax 609-397-9377.

## 23 WARNING: USE TAX

Even if we have not achieved nexus with your particular state, you acknowledge that it is still your responsibility to pay the proper use tax on your purchases.

## PICK-UP AND STORAGE

## 24 PICK-UP AND REMOVAL

You must remove each lot you have agreed to purchase hereunder (sometimes referred to as a **“Purchased Lot”**) from our premises no later than fourteen (14) days after the sale date of the auction (or date of Private Sale if applicable) (the **“Sale Date”**). You are solely responsible for removal of your Purchased Lot from Rago/Wright facilities and all costs associated with packing, insurance, shipment and delivery of your Purchased Lot to your designated destination.

## 25 PROCEDURES FOR PICK-UP AND REMOVAL

**Times and Days** You may pick up your Purchased Lot from our facilities during our normal business hours, if you provide us at least 24 hours notice to arrange pick-up. Our facilities are open Monday–Friday, from 9:00 am to 5:00 pm, but closed on government holidays and any Monday following weekend sales held at that location. You must supply and bring your own packing materials. Weekend pick-ups may be made by special arrangement and by appointment only.

**Shippers** If you choose to ship a Purchased Lot from our facility, you are solely responsible for the shipment. We will, at your written direction, release your Purchased Lot to a third-party shipper to pack and ship it. We will work with any shipper of your choosing. Please make sure your shipper carries insurance. We are not responsible for any damage or loss that occurs while your objects are in another’s custody or care. If you choose a shipping method that we have advised against, we may require a waiver from you acknowledging this. For the avoidance of doubt, we will not be responsible for any damage or loss that occurs to a lot once we release it to a third-party shipper.

**Referred Shippers** We may, as a courtesy to you and solely at our discretion and your risk, provide or arrange packing, shipping or similar logistical services, or refer you to third parties who specialize in these services. Any such services referred, provided or arranged by us are at your sole risk and expense; we assume no responsibility for any act or omission of any party in connection with any such service or reference, and we make no representations or warranties regarding such parties or their services. You expressly release Rago/Wright from any and all liability arising from your use of any third-party services.

**International Shipments** All international customs, duties, and other tariffs are your responsibility. We and all third-party shippers will declare the Hammer Price plus the Buyer’s Premium as the value of a lot in all cases.

**Oversized Lots** Oversized lots are objects such as furniture, andirons, floor vases, or any other item whose safe packing will exceed the limits of common carriers. The delivery of oversized, large, heavy, or expensive objects is not an inexpensive proposition and we urge you to consider this before bidding.

## 26 DEADLINES FOR PICK-UP, STORAGE AND ABANDONMENT

As stated above, you must retrieve your Purchased Lots from Rago/Wright's facilities within 14 days of the Sale Date. And, if you fail to retrieve your Purchased Lot within thirty (30) days after the Sale Date (such 30-day period, the "**Retrieval Period**"), we may, without further notice to you, (a) deliver the Purchased Lot to you at your expense (and invoice you as Buyer Costs); or (b) sell such Purchased Lot at auction without Reserve at a place and time we determine in our sole discretion; or (c) continue to store your Purchased Lot on our, or a third-party's, premises and charge you a storage fee of \$10 per day per lot ("**Storage Fee**"). You will pay all such Storage Fees and other fees and charges.

## 27 CONSEQUENCES OF LATE PICK-UP AND ABANDONED PROPERTY

Notwithstanding the foregoing, Rago/Wright has no duty to store any lot indefinitely. Any Purchased Lot that is still in our possession sixty (60) days after the end of the Retrieval Period (i.e. 90 days after the Sale Date) will be deemed abandoned by you and title to it, to the extent it has passed to you, will pass to us (such abandoned property, "**Abandoned Property**"). You authorize Rago/Wright to discard or sell any Abandoned Property and to keep any proceeds from the sale of Abandoned Property. You hereby release Rago/Wright of and from any claims related to such Abandoned Property (including without limitation claims for purchase price refunds, possession of such lot or other damages or losses). You acknowledge and agree that Rago/Wright is not responsible for damage or loss that occurs to Abandoned Property and that Rago/Wright is not responsible for insuring Abandoned Property after the Retrieval Period. You agree that this remedy is reasonable in light of the costs Rago/Wright would have to incur to continue to store and process purchased lots after sale.

## 28 FULL PAYMENT

You will not be permitted to claim or take possession of any lot until All Charges you owe have been paid in full.

## 29 EXPORT, IMPORT, ENDANGERED SPECIES LICENSES AND PERMITS

An export or import license may be required for the export or import of your Purchased Lot to your designated destination. It is your sole responsibility to familiarize yourself with International, U.S. Federal and State laws or requirements regarding the necessary export, import, or other permit required. In addition, many countries prohibit or limit the import of property made of or incorporating plant or animal material, such as coral, crocodile, ivory, whalebone, Brazilian rosewood, rhinoceros' horn or tortoiseshell, irrespective of age, percentage or value. We make no representations or warranties as to whether any lot is or is not subject to export or import restrictions or any embargoes and will have no responsibility with regard to these matters. You represent, warrant and covenant that, before

bidding on a lot, you have examined to your satisfaction whether a license is required to bring the lot to your designated destination or any other area of interest to you. It is solely your responsibility to comply with these laws and to obtain any necessary export, import and endangered species licenses or permits. Failure to obtain a license or permit will not justify the cancellation of the sale or any delay in making full payment of All Charges for the lot. We will not rescind the sale of a lot that is transferred to you and later seized by government authorities due to the presence of endangered species material. As a courtesy to clients, we may advise people who inquire about lots containing potentially regulated plant or animal material, but we do not accept liability for errors or for failing to advise on lots containing protected or regulated species.

## TITLE AND RISK OF LOSS

### 30 TITLE

Title to a Purchased Lot will not pass to you (or the third-party buyer if applicable) until Rago/Wright has received All Charges for a lot.

### 31 RISK OF LOSS

Notwithstanding passage of title, risk of loss to your Purchased Lot passes immediately to you: (a) when you or your agent or a shipper pick-ups and takes possession of it; or (b) on the thirty-first (31st) day after the Sale Date (whichever occurs first). We are not responsible for any damage or loss that occurs to your Purchased Lot once risk of loss passes to you or your agent or shipper. Further, if for any reason, you return your Purchased Lot back to us, risk of loss remains with you until your Purchased Lot is delivered to us at our door.

**Exceptions** Under no circumstances will Rago/Wright or its insurers be liable for damage caused by changes in humidity or temperature, conditions or defects inherent to the lot, normal wear and tear, war or acts of terrorism. Payments for loss are limited by Section 31.2 (*Loss Payment Amounts and Limits*).

**Loss Payment Amounts and Limits** You acknowledge and agree that your sole and exclusive remedy for and with respect to any loss or damage to your Purchased Lot for which Rago/Wright is liable pursuant to this Agreement will be receipt of the amounts prescribed in this Section 31.2. Accordingly, for any loss or damage to your Purchased Lot for which you have paid All Charges and for which we bear the risk of loss at the time of the event causing the loss, you will be entitled to the following: (a) Total Loss. For a lot that suffers a Partial Loss, the lot's Hammer Price and Buyer's Premium. (b) Partial Loss. For a lot that suffers a Partial Loss: (i) if you choose to refrain from repairing or restoring the lot, we will pay either (at our election) (A) the amount of depreciation in value from the Hammer Price as a result of the loss (and you will keep title to the lot); or (B) the lot's Hammer Price and Buyer's Premium (but we or our insurer will take title to the lot); but (ii) if you choose to repair or restore the lot, we will bear the costs to repair or restore the lot, approved by us and our insurer in advance (and you will retain title to the lot).

## REMEDIES

### 32 SECURITY

As security for full payment to us of All Charges in accordance with this Agreement, you grant to us a security interest in your Purchased Lot in accordance with this Agreement (and any proceeds thereof), and in any other property or money of the buyer in our possession or coming into our possession subsequently ("**Security Interest**"). We may apply any such money or treat any such property in any manner permitted under the Uniform Commercial Code and/or any other applicable law. You hereby grant us the right to prepare and file any documents to protect and confirm our Security Interest including but not limited to a UCC-1 Financing Statement.

### 33 BREACH

If a buyer fails to make timely payment as required in this Agreement, or breaches any other covenant, representation or warranty in this Agreement, we may, in our discretion, exercise any remedies legally available to us, including, but not limited to, the following: (a) cancel the sale of the lot and any other sale of a lot to you; (b) resell the lot with or without Reserve; (c) retain all amounts you previously paid to us, which will constitute a processing and restocking fee (which you acknowledge would be reasonable in light of the costs we would have to incur to process your breach and attempt to re-auction or resell the lot); (d) reject any bids by you at future auctions; (e) set-off any amounts owed by Rago/Wright to you in satisfaction of unpaid amounts; and/or (f) take any other action we deem necessary or appropriate under the circumstances.

### 34 CONFESSION OF JUDGMENT

Notwithstanding Section 51, if you default on payment of All Charges under this Agreement, you hereby authorize any attorney to appear in a court of record and confess judgment against you in favor of Rago/Wright for the payment of All Charges on your Purchased Lot. Accordingly, the confession of judgment may be without process and for any amount due under this Agreement including collection costs and reasonable attorneys' fees. This authorization is in addition to all other remedies available to Rago/Wright.

### 35 RECISSION/VOIDING OF SALE BY RAGO/WRIGHT

If we become aware of a third party's adverse claim relating to a lot purchased by you, we may, in our discretion, rescind the sale. Upon notice of our election to rescind a sale, you will promptly return such lot to us, at which time we will refund to you the Hammer Price and Buyer's Premium you paid to us for such lot. This refund will represent your sole remedy against us in case of a rescission of sale under this paragraph, and you agree to waive all other remedies at law or equity with respect to the same. If you do not return such lot to us in accordance with this paragraph, you agree to indemnify, defend and hold Rago/Wright, its officers, directors, employees, agents and their successors and

assigns, harmless from any damages, costs, liabilities or other losses (including attorney's fees) arising as a result of such third party claim. In addition to the other rights of cancellation contained in this agreement, we may 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 reputation.

### 36 AML

Rago/Wright is committed to detect and deter money laundering, to protect our sellers from failed transactions and to promote ethics and fairness in our transactions and those generally in the world of art and design. Accordingly, Rago/Wright may, at our discretion, refuse your participation in our sales, auctions or activities; cancel your registration with Rago/Wright; cancel or refuse to accept your bid for lots at any time prior to, during or even after the close of the sale; and require documentation and information to verify your identity or the identity of the officers, directors or beneficial owners of the entity you represent and to verify the legality of the source and use of funds involved in a potential sale.

### 37 PRIVACY AND SECURITY

We will hold and process your personal information for use as described in, and in line with, our privacy policy at [www.wright20.com/privacy-policy](http://www.wright20.com/privacy-policy). All payment information relating to the sale is collected and processed directly by third-party payment processors, and not by Rago/Wright.

## SPECIAL PROPERTY

### 38 FIREARMS

We only sell antique firearms as defined by the U.S. Bureau of Alcohol, Tobacco and Firearms. Due to state firearms regulations, all handguns, pistols, and revolvers will only be shipped via Federal Express and will only be delivered to a person who holds a Federal Firearms License or a Curios and Relics License. Handguns, pistols, and revolvers can only be picked up at our facilities by a person who holds a Federal Firearms License, or the proper handgun permits of the state where the handgun is sold, which must be shown and logged. There are no exceptions. No firearms will be sold or shipped internationally. It is your sole responsibility to familiarize yourself with your local laws and requirements for the possession of firearms; to identify and obtain any necessary license or permit prior to bidding; and to abide by all Federal, State and local laws and requirements. Neither Rago/Wright nor the seller makes any representations or warranties as to whether any lot is or is not subject to these regulations and will have no responsibility with regard to these matters.

### 39 JEWELRY

For centuries, natural gemstones have been enhanced in a variety of ways, including heating, oiling and other methods. These treatments are accepted by the international jewelry and gemstone trade. We make no representations or warranties, express or implied, as to whether natural stones have been treated or enhanced, whether specifically referenced or not. All stones have been identified by standard gemological field tests, as the mounting allows, and we will make available to prospective buyers any gemological certificates in our possession. However, it will not always be feasible to obtain a qualified lab report on every stone we offer for sale. If you wish to have a grading or gemological report from an independent recognized laboratory such as the Gemological Institute of America, the European Gemological Laboratories or the American Gemological Institute, you may request one at your own expense or hire an independent adviser of your choosing at your expense. Weights given for stones we offer for sale are based solely on measurements and known gemological formulae; they are approximate, not exact. Weight may differ once a stone is removed from its setting. You are advised to verify weight estimates prior to bidding at auction.

### 40 COINS AND CURRENCY

All coins and currency are sold “**as is**” by us, except as to authenticity. You acknowledge and agree that grading is not an exact science, but a matter of opinion as to condition and other attributes; and that grading can and will differ among third party grading services (even though consensus grading is employed by most), independent experts, dealers, collectors and auction houses, including our own. Opinion as to the grading, condition or other attributes of any lots may have a material effect on value. Coins and currency are sold without any additional express or implied warranty, including, but not limited to, (a) grade; (b) referencing the opinion of a third-party grading service; (c) with no reference to the opinion of a third-party grading service; (d) with reference to our opinion as to grading; (e) subsequently submitted to a third-party grading service for determination or certification; (f) encapsulated and therefore unable to be physically examined.

We reserve the right to differ with the grades assigned to any lot, by certificate or otherwise, regardless of the grading service, and will not be bound by any prior or subsequent opinion, determination or certification by third-party grading services including, but not limited to, National Guaranty Company (NGC), Professional Coin Grading Service (PCGS), Paper Money Guaranty (PMG) and Currency Grading and Authentication (CGA) or any other any grading service, third party organization or dealer. There is no guarantee or warranty implied or expressed that the grading standards we use will meet the standards of any grading service at any time in the future. We have graded uncertified coins and currency with reference to the current interpretation of the American Numismatic Association’s standards at the time of grading.

We may re-grade any lot for any reasons, including, but not limited to a change of grading standards, differences in opinion, mishandling over time.

We will not be liable for any patent or latent defect or controversy pertaining to or arising from any encapsulated coins or currency. In any such instance, your remedy, if any, shall be solely against the service certifying and you hereby agree that you will have no remedy against us.

Please note that certain types of plastic may react with a coin’s metal or transfer plasticizer to notes, causing damage. Avoid storage in materials that are not inert.

### LIMIT OF LIABILITY

#### 4.1 AS IS, WHERE IS

Except as expressly stated herein in Section 42.1 (a) and (b), each lot is sold “**as is**” “**where is**”, with no representation or warranty of any kind from any party (including Rago/Wright or the seller of the lot), express or implied, including warranties of merchantability, fitness for a particular purpose and non-infringement.

#### 4.2 WARRANTIES

**Warranties That Are Included** (a) Limited Warranty. For each lot, the seller has represented and warranted to us, and represents and warrants to you, that the seller is the owner of such lot or is acting as authorized agent of the owner of the lot and has the right to transfer title to the lot free of all liens, claims, and encumbrances (the “**Limited Warranty**”). (b) Authorship Warranty. Subject to the following terms and conditions, Rago/Wright warrants, for a period of two (2) years after the Sale Date, that a lot’s Authorship is true and correct. “**Authorship**” means the creator, designer, culture or source of origin of a lot that is specifically identified in **bold** and CAPITAL type in the lot’s current catalogue, but not including supplemental text or information included in any other descriptions (whether or not in the catalogue). (the “**Authorship Warranty**”)

**Warranty Exclusions and Conditions** Notwithstanding the foregoing, each warranty of any kind or nature on any lot sold by Rago/Wright will be subject to the following conditions: (a) All warranties specifically exclude: (i) Any lot description that states there is a conflict of specialist opinion. (ii) Any typographical errors in lot descriptions or catalogue. (iii) Any lot description listed as “in the style of”, “attributed to”, “the school of”, “in the manner of”, or “after”. (iv) Wear on furniture, flakes, surface scratches, or manufacturing flaws in glass or ceramic lots. (v) Any lot for which, at the time of sale, the statements regarding Authorship made by Rago/Wright conform to the generally accepted opinion of scholars, specialists or other experts when published, despite subsequent discovery of information that modifies such generally accepted opinions. (vi) If the lot’s failure to conform to its Authorship Warranty can only shown by a scientific process which, on the date we published the Authorship description, was not available or generally accepted for use, or which was unreasonably

expensive or impractical, or which was likely to have damaged the lot; (b) The description of clocks and lighting devices, whether in the catalogue or a condition report, as such descriptions may be incomplete and not identify every mechanical replacement, repair, or defect. The absence of reference to the condition of a clock or lighting device does not imply it to be in working condition or without defects, repairs, restorations, or replacement parts. No warranty is made that any watch is in working condition or without defects, restorations, or working parts. Buyers are advised to check watch works prior to auction. (c) The description of jewelry, whether in the catalogue or a condition report, is rendered as opinion and not a representation of fact, including, but not limited to, specialist opinion as to authenticity, the enhancement or treatment of gemstones, the weight of gemstones, the country of origin, the authorship or origin (manufacture) of an item, its period or the authenticity of its marks. (d) The benefits of any warranty under this Agreement are only provided to and available for the original buyer of a lot from Rago/Wright, and not to any subsequent purchasers, transferees, successors, heirs, beneficiaries or assigns of the original buyer. We specifically disclaim any warranty for any person other than the original purchaser of the lot from Rago/Wright. (e) Neither the seller nor Rago/Wright makes any warranty or representation, express or implied, as to whether you will acquire any reproduction rights, copyrights or other intellectual property rights in, or with respect to any lot.

**Warranty Claims and Remedies** (a) How To Make A Claim Under Any Warranty Under This Agreement. To make a claim under a warranty under this Agreement, you will do the following: (i) Submit written notice of your claim within sixty (60) days after you become aware of the existence of such a claim, and in any event no later than two (2) years following the Sale Date; and (ii) For a claim under the Authorship Warranty, submit, at your expense, written opinions of at least two (2) experts (whose principal line of business is the appraisal and authentication of art, antiquities, design objects or other valuable objects similar to the lot), that the lot fails to materially conform to the Authorship Warranty; and (iii) If we determine you are entitled to a remedy for a breach of warranty, then prior to receiving a refund of any amount of the Sale Fees paid by you to us, you must return the lot to us in the same condition as it was at the Sale Date. (b) Remedies for Warranties Under this Agreement. Your sole remedies for any violation of a warranty under this Agreement of any kind or nature are the following: (i) if we have not yet paid the seller the seller’s portion of the Sale Fees, then we will refund your payment of the lot’s Sale Fees to you; (ii) if we have paid the seller the seller’s portion of the Sale Fees, then we will either, at our sole option and election: (A) refund to you the lot’s Sale Fees; or (B) make written demand upon the seller for the refund of the portion of the Sale Fees you paid which we paid to the seller and we will refund to you the portion of the Sale Fees which you paid which we retained. If the seller fails to make the refund, we will furnish you with the name and address of the seller and assign all of our rights against the seller to you. You hereby agree that upon

this assignment of our rights, we will have no further liability to you or responsibility to pursue your claim against the seller.

#### 4.3 LIMIT OF LIABILITY

*In no event shall Rago/Wright be liable to you or any third party for any consequential, exemplary, indirect, special, punitive, incidental or similar damages, whether foreseeable or unforeseeable, regardless of the cause of action on which they are based, even if advised of the possibility of such damages occurring. With respect to any sale of a lot, in no event shall Rago/Wright be liable to you or any third party for losses in excess of the sale fees paid by you to Rago/Wright for such lot to which the claim relates.* We are not liable for any breach or default by the consignor or seller of a lot or in relation to any terms which are implied into contracts by law and which are the responsibility of the seller of an item.

#### 4.4 INDEMNITY, LIMIT OF LIABILITY AND LIABILITY

You agree to indemnify, defend and hold Rago/Wright, its officers, directors, employees, agents and their successors and assigns harmless from and against any and all claims, actions, damages, losses, liabilities and expenses (including reasonable attorneys’ fees and costs) relating to the breach, or alleged breach, of any of your agreements, covenants, representations or warranties contained in this Agreement.

#### 4.5 INTELLECTUAL PROPERTY

Rago/Wright and our licensors will retain ownership of our intellectual property rights, including, without limitation, copyright to all photographs or other images of the lot created by us (including in your Purchased Lots), as well as rights to the copyrights and trademarks and other images, logos, text, graphics, icons, audio clips, video clips, digital downloads in, and the ‘look and feel’ of, the Rago/Wright website and each Rago/Wright catalogue. You may not obtain any rights of ownership, use, reproduction or any other therein by virtue of this Agreement. You may not use any of our trademarks or service marks in any way.

#### BUYER’S REPRESENTATIONS AND WARRANTIES

You hereby represent, warrant and covenant:

#### 4.6 LEGAL STATUS

If you are acting as an agent for someone who is not signing this Agreement, you and the principal are jointly and severally liable for and subject to the terms and conditions hereunder, to the same extent as though you were acting as principal.

#### 4.7 INFORMATION

All information you have provided or will provide to Rago/Wright about yourself, your principal if any, your business, your identity and your funds will be totally and completely accurate, truthful and complete.



## 48 LEGAL

The purchase of any lot is not being done for illegal purposes. Your funds are not or will not be linked to any criminal activity, tax fraud, money laundering or terrorist activities; neither you nor any principal or beneficiary you represent is being investigated for, or has been charged or convicted of, any criminal activity, tax fraud, money laundering or terrorist activities.

## 49 NOTIFY US

You will notify us promptly in writing of any events or circumstances that may cause your representations and warranties to be inaccurate or breached in any way.

## DISPUTES AND GOVERNING LAW

## 50 GOVERNING LAW

This Agreement and all rights and obligations relating to it will be governed by the laws of the State of New Jersey and specifically excluding conflict of laws principles and the UN Convention on Contracts for the International Sale of Goods.

## 51 DISPUTE RESOLUTION

Any dispute, controversy or claim arising out of, relating to, or in connection with this Agreement, or the breach, termination, or validity thereof (“**Dispute**”), will be resolved, to the extent possible, within forty-five (45) days through discussions held in good faith between appropriate representatives of the Parties. If the Dispute has not been resolved after the 45-day discussion period, either Party may refer the Dispute or claim to American Arbitration Association under its Commercial Mediation Procedures, for mediation in Newark, New Jersey for a period of one hundred twenty (120) days. However, if the Dispute is not settled by mediation within the 120-day period, the Dispute will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Claims will be heard by a single arbitrator, unless the claim amount exceeds \$250,000, in which case the dispute will be heard by a panel of three arbitrators. The place of arbitration will be Newark, New Jersey. The arbitration and any proceedings conducted hereunder will be governed by the laws of the State of New Jersey, Title 9 (Arbitration) of the United States Code and by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of June 10, 1958. Hearings will take place pursuant to the standard procedures of the Commercial Arbitration Rules that contemplate in person hearings, though hearings may be conducted virtually with the prior written consent of both parties. Time is of the essence for any arbitration under this Agreement and arbitration hearings will take place within 90 days of filing and awards rendered within 120 days. Arbitrator(s) will agree to these limits prior to accepting appointment. Each party will bear its own costs and expenses and an equal share of the arbitrators’ and administrative fees of arbitration. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any

arbitration hereunder without the prior written consent of both parties. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party will be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Notwithstanding any language to the contrary in the contract documents, the Parties hereby agree that the arbitrator’s decision will be final and nonappealable. The arbitrator’s decision may be entered in any court having jurisdiction thereof.

## 52 ENFORCEMENT COSTS

Notwithstanding the foregoing, if Rago/Wright brings an action to enforce this Agreement and/or to collect any sum due and owing to it, Rago/Wright will be entitled to recover (in addition to any other amounts it is owed) its reasonable attorney’s fees, collection agency fees, and cost of proceedings from you, including without limitation its Enforcement Costs. Notwithstanding the foregoing, Rago/Wright may bring a Dispute for Enforcement Costs or in accordance with Section 32 (*Security*) or Section 34 (*Confession of Judgment*) in any court having jurisdiction over you.

## 53 RULES

**No Waiver** Any failure, delay, relaxation or indulgence by a Party in exercising any power or right conferred on that Party by this Agreement does not operate as a waiver of that power or right unless expressed in writing to be a waiver.

**No Reliance** In entering into this Agreement, the “Parties have not relied on any representations or warranties about its subject matter except as provided in this Agreement.

**Amendments** No change, modification, alteration or addition to any provision, or waiver of any provision of this Agreement will be valid unless set forth in writing and signed by each Party.

**Notices** Unless otherwise specified herein, all notices, requests or other communications under or in connection with this Agreement, to or upon the Parties will be made to such addresses and to the persons designated below, or such other people and addresses as provided in writing the receiving Party from time to time, and will be deemed to have been given hereunder only as follows: (a) if delivered by overnight commercial delivery service, upon receipt as evidenced by the records of such service; (b) if sent by certified or registered mail, seven (7) calendar days after posting it; and (c) if sent by email, once the receiving Party confirms its receipt by reply or other written communication.

### Notices to Rago/Wright:

Rago Wright, LLC Attn: Legal Dept  
333 North Main Street, Lambertville NJ 08530

### Notice to You (Bidder):

The address you provide to Rago/Wright during registration or later.

**Further Assurances** You will furnish us, upon our request, with any additional information required to comply with applicable law. You will provide us, upon our request, verification of your identity in an appropriate form.

**Counterparts** This Agreement may be executed in any number of counterparts. Signatures sent using a digital signature service or a web-based acceptance form or by facsimile transmission and scanned executed agreements in PDF format sent by email transmission are each valid and binding and will be deemed an original. All counterparts, taken together, constitute one instrument.

**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.

## 54 INTERPRETATION

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

**Entire Agreement** This Agreement, including any schedules, exhibits or attachments hereto constitutes the entire agreement between the Parties with respect to the transactions contemplated hereby and supersedes all prior or contemporaneous understandings and agreements of the Parties (whether written or oral) relating to the subject matter of this Agreement.

**Construction** In this Agreement, unless the context otherwise requires: (a) references to sections, exhibits, attachments and schedules are to those in, of and to this Agreement and headings are inserted for convenience only; (b) words importing the plural will include the singular, and vice versa; (c) references to a ‘person’ will be construed as including references to an individual, company, enterprise, firm, partnership, joint venture, association or organization, whether or not having separate legal personality; (d) use of the word ‘will’ as an action attributable to a Party means the Party agrees to, will, promises to and covenants to take the actions following or connected to the use of the word ‘will;’ (e) use of the word ‘may’ as an action attributable to a Party means that Party has the right, but not the obligation, to take the action following or connected to use of the word ‘may;’ and (f) references to ‘it,’ ‘its,’ ‘they,’ ‘their,’ and ‘them,’ will be construed as including any generic, omni-gender pronoun such as she, hers, her, he, his, him, it, its, they, their and them.

## DEFINITIONS

The following words and expressions will have the meanings given them below when used in this Agreement:

**Abandoned Property** has the meaning given in Section 27. **Absentee Bid** has the meaning given in Section 13. **Agreement** has the meaning given in the Preamble. **All Charges** has the meaning given in Section 18.1(c). **Authorship Warranty** has the meaning given in Section 42.1(b). **Bidding Increments** has the meaning given in Section 11. **Bidding Platforms** has the meaning given in Section 13.4(a). **buyer** has the meaning given in the Preamble. **Buyer Costs** has the meaning given in Section 18.1(c). **Buyer’s Premium** means the following for any lot: (a) 25% of the Hammer Price (or part thereof) up to and including \$500,000; (b) 20% of the Hammer Price (or part thereof) in excess of \$500,000. An additional premium will be added to any successful bid accepted thru a third-party site. **Contingency Bid** has the meaning given in Section 13.1(b). **Dispute** has the meaning given in Section 51. **Enforcement Costs** has the meaning given in Section 19. **Hammer Price** means the price for a lot (a) established by the last bidder and acknowledged by the auctioneer before dropping the hammer or gavel or otherwise indicating the bidding on such lot has closed; or (b) achieved through a Private Sale. **Limited Warranty** has the meaning given Section 42.1(a). **lot** has the meaning given in the Preamble. **Lot Particulars** means provisions, terms, conditions or information about a lot, an auction or a sale that Rago/Wright provides in a catalogue, supplemental statements about a lot or an auction, or at the auction or prior to a bid being accepted. **lots** has the meaning given in the Preamble. **our** has the meaning given in the Preamble. **Partial Loss** means a lot which has been partially damaged or lost and has, as a result, depreciated in value, in Rago/Wright’s insurer’s opinion, by less than fifty percent (50%) of its original value. **Parties** has the meaning given in the Preamble. **Party** has the meaning given in the Preamble. **Plus Bid** has the meaning given in Section 13.1(b). **Private Sale** means a non-public, discrete sale of a lot to a buyer other than through an auction. **Property** has the meaning given in the Preamble. **Purchased Lot** means any lot you have agreed to purchase from or through Rago/Wright under the terms of this Agreement. **Rago/Wright** has the meaning given in the Preamble. **remote** has the meaning given in Section 21. **Reserve** has the meaning given in Section 12. **Retrieval Period** has the meaning given in Section 26. **Sale Date** has the meaning given in Section 24. **Sale Fees** has the meaning given in Section 18.1(b). **Security Interest** has the meaning given in Section 32. **Storage Fee** has the meaning given in Section 26. **Total Loss** means a lot (a) which has been lost; or (b) which has been damaged and has, as a result, depreciated in value, in Rago/Wright’s insurer’s opinion, by more than fifty percent (50%) of its original value. **us**, has the meaning given in the Preamble. **we**, has the meaning given in the Preamble. **Winning Bid** has the meaning given in Section 5. **you**, has the meaning given in the Preamble. **your**, has the meaning given in the Preamble.

**AUCTION / NEW JERSEY**  
11 March 2021 11 am eastern / 10 am central

**EXHIBITION / NEW JERSEY**  
3–10 March 2021 by appointment

**RAGO**

**RAGO**  
333 North Main St  
Lambertville NJ 08530  
info@ragoarts.com  
609 397 9374  
ragoarts.com

**BIDDING**  
Register for phone, absentee or live online bidding  
at ragoarts.com or wright20.com

**ADDITIONAL BID ASSISTANCE**  
Rago Bid Department | 609 397 9374 | bid@ragoarts.com  
Wright Bid Department | 312 563 0020 | bid@wright20.com

**CONDITION INQUIRES**  
condition@ragoarts.com or condition@wright20.com

**WRIGHT**  
1440 West Hubbard St  
Chicago IL 60642  
info@wright20.com  
312 563 0020  
wright20.com

WRIGHT



