**CONDITIONS OF SALE**

The following Conditions of Sale and Terms of Guarantee are Sotheby’s, Inc. and the Consignor’s entire agreement with the purchaser and any bidders relative to the property listed in this catalogue.

The Conditions of Sale, Terms of Guarantee, the glossary, if any, and all other contents of this catalogue are subject to amendment by us as posted on the auction site, in any print advertisement or by oral announcements made during the sale. The property will be offered by us as agent for the Consignor, unless the catalogue indicates otherwise.

By participating in any sale, you acknowledge that you are bound by these terms and conditions.

1. As Is. Goods auctioned are often of some age. The authenticity of the Authorship (as defined below) of property listed in the catalogue is guaranteed as stated in the Terms of Guarantee and except for the Limited Warranty contained therein, all property is sold “AS IS” without any representations or warranties by us or the Consignor as to merchantability, fitness for a particular purpose, the correctness of the catalogue or other description of the physical condition, size, quality, rarity, importance, medium, frame, provenance, exhibitions, literature or historical relevance of any property and no statement anywhere, whether oral or written, whether made in the catalogue, an advertisement, a bill of sale, a salesroom posting or announcement, or elsewhere, shall be deemed such a warranty, representation or assumption of liability. We and the Consignor make no warranties and representations, express or implied, as to whether the purchaser acquires any copyrights, including but limited to, any reproduction rights in any property. We and the Consignor are not responsible for errors and omissions in the catalogue, glossary, or any supplemental material. Sotheby’s will not be responsible or liable for damage to frames and glass coverings, regardless of the cause.

2. Inspection. Prospective bidders should inspect the property before bidding to determine its condition, size, and whether or not it has been repaired or restored.

3. Buyer’s Premium. A buyer’s premium will be added to the hammer price and is payable by the purchaser as part of the total purchase price. The buyer’s premium is 25% of the hammer price up to and including $1,000,000, 20% of any amount in excess of $1,000,000 up to and including $3,000,000, and 12.9% of any amount in excess of $3,000,000.

4. Withdrawal. We reserve the right to withdraw any property before the sale and shall have no liability whatsoever for such withdrawal.

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

6. Bidding. We reserve the right to reject any bid. The highest bidder acknowledged by the auctioneer will be the purchaser. The auctioneer has absolute and sole discretion in the case of error or dispute with respect to bidding, and whether or during after the sale, to determine the successful bidder, to re-open the bidding, to cancel the sale or to re-offer and re-sell the item in dispute. If any dispute arises after the sale, our sale record is conclusive. In our discretion we will execute order or absentee bids and accept telephone bids and online bids via BIDNOW, eBay, Invaluable or other online platforms as a convenience to clients who are not present at auctions; Sotheby’s is not responsible for any errors or omissions in connection therewith. Prospective bidders should also consult sothebys.com for the most up to date cataloguing of the property in this catalogue.

By participating in the sale, you represent and warrant that any bids placed by you, or on your behalf, are not the product of any collusion or other anti-competitive agreement and are otherwise consistent with federal and state antitrust law.

In order to bid on “Premium Lots,” you must complete the required Premium Lot pre-registration application. Sotheby’s decision whether to accept any pre-registration application shall be final. You must arrange for Sotheby’s to receive your pre-registration application at least three working days before the sale. Please bear in mind that we are unable to obtain financial references over weekends or public holidays.

Sotheby’s may require such necessary financial references, guarantees, deposits and/or such other security, in its absolute discretion, as security for your bid(s).

7. Online Bids via BIDNOW or other Online Platforms. Sotheby’s may offer clients the opportunity to bid online via BIDNOW, eBay, Invaluable or other Online Platforms for selected sales. By participating in a sale via any of these Online Platforms, you acknowledge that you are bound by these Conditions of Sale as well as the Additional Terms and Conditions for Live Online Bidding (“Online Terms”). By participating in a sale via any Online Platform, Bidders accept the Online Terms, as well as the relevant Conditions of Sale. Online bidding may not be available for Premium Lots.

8. Bids Below Reserve. If the auctioneer determines that any opening bid is below the reserve of the article offered, he may reject the same and withdraw the article from sale, and if, having acknowledged an opening bid, he determines that any advance thereafter is insufficient, he may reject the advance.

9. Purchaser’s Responsibility. Subject to fulfillment of all of the conditions set forth herein on the fall of the auctioneer’s hammer, the contract between the consignor and the purchaser is concluded, and the winning bidder thereupon will immediately pay the full purchase price or such part as we may require. Title in a purchased lot will not pass until Sotheby’s has received the full purchase price in cleared funds. The purchaser’s obligation to immediately pay the full purchase price or such part as we may require is absolute and unconditional and is not subject to any defenses, setoffs or counterclaims of any kind whatever. Sotheby’s is not obligated to release a lot to the purchaser until title to the lot has passed and any earlier release does not affect the passing of title or the purchaser’s unconditional obligation to pay the full purchase price. In addition to other remedies available to us by law, we reserve the right to impose from the date of sale a late charge of the annual percentage rate of Prime + 6% of the total purchase price if payment is not made in accordance with the Terms and Conditions set forth herein.

Sotheby’s reserves the right to refuse to accept payment from a source other than the buyer of record.

Unless otherwise agreed by Sotheby’s, all property must be removed from our premises by the purchaser at his expense not later than 30 calendar days following its sale. Purchasers are reminded that Sotheby’s liability for loss of or damage to property shall cease upon the earlier of (a) 30 calendar days after the date of the auction and (b) our release of the property to the purchaser or the purchaser’s designated agent. Upon the expiration of such 30 calendar day period or upon such earlier release, as applicable: (i) the purchaser bears full liability for any and all loss or damage to the property; (ii) the purchaser releases Sotheby’s, its affiliates, agents and warehouses from any and all liability and claims for loss of or damage to the property and, (iii) Sotheby’s has no further obligations with respect to loss of or damage to the property, whether at the time of the auction, the default or if acquired at any time thereafter, and we may retain and apply such property or money as collateral security for the obligations due to us or to any affiliated company of ours. We shall have all of the rights accorded a secured party under the New York Uniform Commercial Code. You hereby agree that Sotheby’s may file financing statements under the New York Uniform Commercial Code without your signature. Payment will not be deemed to have been made in full until we have collected good funds. Any claims relating to any purchase, including any claims under the Conditions of Sale or Terms of Guarantee, must be presented directly to Sotheby’s. In the event the purchaser fails to pay any or all of the total purchase price for any lot and Sotheby’s nonetheless elects to pay the Consignor in full in accordance with the sale proceeds, the purchaser acknowledges that Sotheby’s shall have all of the rights of the Consignor to pursue the purchaser for any amounts paid to the Consignor whether at law, in equity, or under these Conditions of Sale.
10. Reserve  All lots in this catalogue are offered subject to a reserve, which is the confidential minimum hammer price at which a lot will be sold. No reserve will exceed the low presale estimate stated in the catalogue, or as amended by oral or posted notices. We may implement such reserve by opening the bidding on behalf of the Consignor and may bid up to the amount of the reserve, by placing successive or consecutive bids for a lot, or bids in response to other bidders. In instances where we have an interest in the lot other than our commission, we may bid up to the reserve to protect such interest. In certain instances, the Consignor may pay us less than the standard commission rate where a lot is “bought-in” to protect its reserve.

11. Tax  Unless exempted by law, the purchaser will be required to pay the combined New York State and local sales tax, any applicable compensating use tax of another state, and if applicable, any federal luxury or other tax, on the total purchase price. The rate of such combined tax is 8.875% in New York City and ranges from 7% to 8.625% elsewhere in New York.

12. Export and Permits  It is the purchaser’s sole responsibility to identify and obtain any necessary export, import, firearm, endangered species or other permit for the lot. Any symbols or notices in the catalogue, or as amended by oral or posted notices. Sotheby’s reasonable opinion at the time of cataloguing and are for bidders’ general guidance only. Sotheby’s and the Consignor make no representations or warranties, as to whether any lot is or is not subject to export or import restrictions or any embargoes.

13. Governing Law and Jurisdiction  These Conditions of Sale and Terms of Guarantee, as well as bidders’, the purchaser’s and our respective rights and obligations hereunder, shall be governed by and construed and enforced in accordance with the laws of the State of New York. By bidding at an auction, whether present in person or by agent, order bid, telephone, online or other means, all bidders including the purchaser, shall be deemed to have consented to the exclusive jurisdiction of the state courts of, and the federal courts sitting in, the State of New York. All parties agree, however, that Sotheby’s shall retain the right to bring proceedings in a court other than the state and federal courts sitting in the State of New York.

14. Packing and Shipping  We are not responsible for the acts or omissions in our packing or shipping of purchased lots or of other carriers or packers of purchased lots, whether or not recommended by us. Packing and handling of purchased lots is at the entire risk of the purchaser.

15. Limitation of Liability  In no event will the aggregate liability of Sotheby’s and the consignor to a purchaser exceed the purchase price actually paid.

16. Data Protection  Sotheby’s will use information provided by its clients (or which Sotheby’s otherwise obtains from eBay, Invaluable or other sources relating to its clients) for the provision of auction and other art-related services, loan services, client administration, marketing and otherwise to manage and operate its business, or as required by law, in accordance with Sotheby’s Privacy Policy. This will include information such as the client’s name and contact details, proof of identity, financial information, records of the client’s transactions, and preferences. Some gathering of information of Sotheby’s clients will take place using technical means to identify their preferences in order to provide a higher quality of service to them. Sotheby’s may also disclose the client information to other Sotheby’s Companies and/or third parties acting on their behalf to provide services for these purposes.

Sometimes, Sotheby’s may also disclose this information to carefully selected third parties for their own marketing purposes. If you do not wish your details to be used for this purpose, please email enquires@sothebys.com.

If the client provides Sotheby’s with information that is defined by European data protection laws as “sensitive,” the client agrees that it may be used for the purposes set out above.

In the course of these disclosures, personal data collected in the European Economic Area may be disclosed to countries outside the European Economic Area. Although such countries may not have legislation that protects a client’s personal information, Sotheby’s shall take great care to keep such information secure and in accordance with European data protection principles. By agreeing to these Conditions of Sale, the client is agreeing to such disclosure.

Please be aware that Sotheby’s may film auctions or other activities on Sotheby’s premises and that such recordings may be transmitted over the Internet via Sotheby’s website, the eBay website, the Invaluable website and other Online Platforms. Telephone bids may be recorded.

Under European data protection laws, a client may object, by request and free of charge, to the processing of their information for certain purposes, including direct marketing, and may access and rectify personal data relating to them and may obtain more information about Sotheby’s data protection policies by writing to Sotheby’s, 34-35 New Bond Street, London W1A 2AA, or 1334 York Avenue, New York, NY 10021, Attn: Compliance, or emailing enquires@sothebys.com. Sotheby’s use of information collected about eBay users may differ and is governed by the terms of the eBay Privacy Policy and Sotheby’s on eBay Live Auction Platform Privacy Policy, which can be found on the Sotheby’s on eBay Live Auction Website. Sotheby’s use of information collected about Invaluable users may differ and is governed by the terms of the Invaluable Privacy Policy and Sotheby’s on Invaluable Online Platform Privacy Policy, which can be found on the Sotheby’s on Invaluable Live Auction Website.

**TERMS OF GUARANTEE**

As set forth below and in the Conditions of Sale, for all lots Sotheby’s guarantees that the authorship, period, culture or origin (collectively, “Authorship”) of each lot in this catalogue is as set out in the BOLD or CAPITALIZED type heading in the catalogue description of the lot, as amended by oral or written salesroom notes or announcements. Purchasers should refer to the Glossary of Terms, if any, for an explanation of the terminology used in the Bold or Capitalized type heading and the extent of the Guarantee. Sotheby’s makes no warranties whatsoever, whether express or implied, with respect to any material in the catalogue other than that appearing in the Bold or Capitalized heading and subject to the exclusions below.

In the event Sotheby’s in its reasonable opinion deems that the conditions of the Guarantee have been satisfied, it shall refund to the original purchaser of record the hammer price and applicable Buyer’s Premium paid for the lot by the original purchaser of record.

This Guarantee is provided for a period of five (5) years from the date of the relevant auction, is solely for the benefit of the original purchaser of record at the auction and may not be transferred to any third party. To be able to claim under this Guarantee of Authorship, the original purchaser of record must: (i) notify Sotheby’s in writing within three (3) months of receiving any information that causes the original purchaser of record to question the accuracy of the Bold or Capitalized type heading, specifying the lot number, date of the auction at which it was purchased and the reasons for such question; and (ii) return the Lot to Sotheby’s at its original selling location in the same condition as at the date of sale to the original purchaser of record and be able to transfer good title to the Lot, free from any third party claims arising after the date of such sale. Sotheby’s has discretion to waive any of the above requirements. Sotheby’s may require the original purchaser of record to obtain at the original purchaser of record’s cost the reports of two independent and recognized experts in the field, mutually acceptable to Sotheby’s and the original purchaser of record. Sotheby’s shall not be bound by any reports produced by the original purchaser of record, and reserves the right to seek additional expert advice at its own expense. It is specifically understood and agreed that the rescission of a sale and the refund of the original purchase price paid (the successful hammer price, plus the buyer’s premium) is exclusive and in lieu of any other remedy which might otherwise be available as a matter of law, or in equity. Sotheby’s and the Consignor shall not be liable for any incidental or consequential damages incurred or claimed, including without limitation, loss of profits or interest.

**ADDITIONAL TERMS AND CONDITIONS FOR LIVE ONLINE BIDDING**

The following terms and conditions (the “Online Terms”) provide important information related to live online bidding via BidNow, eBay, Invaluable, and any other Online Platform through which bidding is made available (“Online Platforms”). These Conditions are in addition to and subject to the same law and our standard terms and conditions of sale, including the authenticity guarantee and any other terms and are not intended in any way to replace them. By participating in this sale via any Online Platform, you acknowledge that you are bound by the Conditions of Sale applicable in the relevant sale and by these additional Conditions.

1. The procedure for placing bids via Online Platforms is a one-step process; as soon as the “Bid Now” button is clicked, a bid is submitted. By placing a bid via any Online Platform, you accept and agree that bids submitted in this way are final and that you will not under any circumstances be permitted to amend or retract your bid. If a successful bid is sent to Sotheby’s from your computer, phone, tablet, or any other device, you irrevocably agree to pay the full purchase price, including buyer’s premium and all applicable taxes and other applicable charges.

2. If you have the leading bid, it will be indicated on the screen with the statement “Bid with you” (on BidNow) or “You’re the highest bidder” (on eBay) or “Bid with you” (on Invaluable). If a bid is placed online simultaneously with a bid placed by a bidder in the room or on the telephone (a “floor bid”), the “floor” bid generally will take precedence; the auctioneer will have the final discretion to determine the successful bidder or to reopen bidding. The auctioneer’s decision is final.
3. The next bidding increment is shown on the screen for your convenience. The auctioneer has discretion to vary bidding increments for bidders in the auction room and on the telephones, but bidders using Online Platforms may not be able to place a bid in an amount other than a whole bidding increment. All bidding for this sale will be in the domestic currency of the sale location, and online bidders will not be able to see the currency conversion board that may be displayed in the auction room.

4. The record of sale kept by Sotheby's will be taken as absolute and final in all disputes. In the event of a discrepancy between any online records or messages provided to you and the record of sale kept by Sotheby's, the record of sale will govern.

5. Online bidders are responsible for making themselves aware of all salesroom notices and announcements. All salesroom notices will be read by the auctioneer at the beginning, where appropriate, or during the sale prior to a relevant lot being offered for sale. Sotheby's recommends that online bidders log on at least ten minutes before the scheduled start of the auction to ensure that you have heard all announcements made by the auctioneer at the beginning of the sale.

6. Sotheby's reserves the right to refuse or revoke permission to bid via Online Platforms and to remove bidding privileges during a sale.

7. Purchase information shown in the “Account Activity” section of BIDnow, the “Purchase History” section of the “My eBay” page on eBay and the “Account Activity” section of the “My Invaluable” page on Invaluable is provided for your convenience only. Successful bidders will be notified and invoiced by Sotheby's after the sale. In the event of any discrepancy between any online purchase information and the invoice sent to you by Sotheby's following the respective sale, the invoice prevails. Terms and conditions for payment and collection of property remain the same regardless of how the winning bid was submitted.

8. Sotheby's offers online bidding as a convenience to our clients. Sotheby's will not be responsible for any errors or failures to execute bids placed via Online Platforms, including, without limitation, errors or failures caused by (i) a loss of connection to the internet or to the BIDnow, eBay, Invaluable or other Online Platform software by either Sotheby's or the client, (ii) a breakdown or problem with the BIDnow, eBay, Invaluable or other Online Platform software or (iii) a breakdown or problem with a client's internet connection, mobile network or computer. Sotheby's is not responsible for any failure to execute an online bid or for any errors or omissions in connection therewith.

9. Live online bidding via all Online Platforms will be recorded.

10. In the event of any conflict between these Online Terms and Sotheby's Conditions of Sale and Terms of Guarantee, Sotheby's Conditions of Sale and Terms of Guarantee will control.

11. In the event of any conflict between these Online Terms and any term in any agreement between the User and eBay, these Online Terms will control for purposes of all Sotheby's auctions.

12. In the event of any conflict between these Online Terms and any term in any agreement between the User and Invaluable, these Online Terms will control for purposes of all Sotheby's auctions.

BUYING AT AUCTION

The following will help in understanding the auction buying process as well as some of the terms and symbols commonly used in an auction catalogue. All bidders should read the Conditions of Sale and Terms of Guarantee in this catalogue, as well as the Glossary or any other notices. By bidding at auction, bidders are bound by the Conditions of Sale and Terms of Guarantee, as amended by any oral announcement or posted notices, which together form the sale contract among Sotheby's, the seller (consignor) of the lot and any bidders, including the successful bidder (purchaser).

1. SYMBOL KEY

☐ Reserves

Unless indicated by a box (☐), all lots in this catalogue are offered subject to a reserve. A reserve is the confidential minimum hammer price at which a lot will be sold. The reserve is generally set at a percentage of the low estimate and will not exceed the low estimate of the lot. If any lots in the catalogue are offered without reserve, such lots will be designated by a box ( ☐ ). If every lot in a catalogue is offered without a reserve, the Conditions of Sale will so state and this symbol will not be used for each lot.

 Guaranteed Property

The seller of lots with this symbol has been guaranteed a minimum price from one auction or a series of auctions. This guarantee may be provided by Sotheby's or jointly by Sotheby's and a third party. Sotheby's and any third parties providing a guarantee jointly with Sotheby's benefit financially if a guaranteed lot is sold successfully and may incur a loss if the sale is not successful. If the Guaranteed Property symbol for a lot is not included in the printing of the auction catalogue, a pre-sale or pre-lot announcement will be made indicating that there is a guarantee on the lot.

○ Property in which Sotheby's has an Ownership Interest

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

 Irrevocable Bids

Lots with this symbol indicate that a party has provided Sotheby's with an irrevocable bid on the lot that will be executed during the sale at a value that ensures that the lot will sell. The irrevocable bidder, who may bid in excess of the irrevocable bid, may be compensated for providing the irrevocable bid by receiving a contingent fee, fixed fee or both. If the irrevocable bidder is a successful bidder, any contingent fee, fixed fee or both (as applicable) for providing the irrevocable bid may be netted against the irrevocable bidder's obligation to pay the full purchase price for the lot and the purchase price reported for the lot shall be net of any such fees. If the irrevocable bid is not secured until after the printing of the auction catalogue, Sotheby's will notify bidders that there is an irrevocable bid on the lot or one by one of the following means: a pre-sale or pre-lot announcement, by written notice at the auction or by including an irrevocable bid symbol in the e-catalogue for the sale prior to the auction. From time to time, Sotheby's or any affiliated company may provide the irrevocable bidder with financing related to the irrevocable bid. If the irrevocable bidder is advising anyone with respect to the lot, Sotheby's requires the irrevocable bidder to disclose his or her financial interest in the lot. If an agent is advising you or bidding on your behalf with respect to a lot identified as being subject to an irrevocable bid, you should request that the agent disclose whether or not he or she has a financial interest in the lot.

 Interested Parties

Lots with this symbol indicate that parties with a direct or indirect interest in the lot may be bidding on the lot, including (i) the beneficiary of an estate selling the lot, or (ii) the joint owner of a lot. If the interested party is the successful bidder, they will be required to pay the full Buyer's Premium. In certain instances, interested parties may have knowledge of the reserve. In the event the interested party's possible participation in the sale is not known until after the printing of the auction catalogue, a pre-sale or pre-lot announcement will be made indicating that interested parties may be bidding on the lot.

 Restricted Materials

Lots with this symbol have been identified at the time of cataloguing as containing organic material which may be subject to restrictions regarding import or export. The information is made available for the convenience of bidders and the absence of the symbol is not a warranty that there are no restrictions regarding import or export of the Lot. Bidders should refer to Condition 12 of the Conditions of Sale. Please also refer to the section on Endangered Species in the information on Buying at Auction.

 Monumental

Lots with this symbol may, in our opinion, require special handling or shipping services due to size or other physical considerations. Bidders are advised to inspect the lot and to contact Sotheby's prior to the sale to discuss any specific shipping requirements.

 Premium Lot

In order to bid on “Premium Lots” (in print catalogue or in eCatalogue) you must complete the required Premium Lot pre-registration application. You must arrange for Sotheby's to receive your pre-registration application at least three working days before the sale. Please bear in mind that we are unable to obtain financial references over weekends or public holidays. Sotheby's decision whether to accept any pre-registration application shall be final. If your application is accepted, you will be provided with a special paddle number. If all lots in the catalogue are “Premium Lots,” a Special Notice will be included to this effect and this symbol will not be used.

2. BEFORE THE AUCTION

The Catalogue

A catalogue prepared by Sotheby's is published for every scheduled live auction and is available prior to the sale date. The catalogue will help familiarize you with property being offered at the designated auction. Catalogues may be purchased at Sotheby's or by subscription in any categories. For information, please call +1 212 606 7000 or visit sothebys.com. Prospective bidders should also consult sothebys.com for the most up to date cataloguing of the property in this catalogue.

Estimates

Each lot in the catalogue is given a low and high estimate, indicating to a prospective buyer a range in which the lot might sell at auction. When possible, the estimate is based on previous auction records of comparable pieces. The estimates are determined several months before a sale and are therefore subject to change upon further research of the property, or to reflect market conditions or currency fluctuations. Estimates should not be relied upon as a representation or prediction of actual selling prices.
Provenance  In certain circumstances, Sotheby’s may print in the catalogue the history of ownership of a work of art if such information contributes to scholarship or is otherwise well known and assists in distinguishing the work of art. However, the identity of the seller or previous owners may not be disclosed for a variety of reasons. For example, such information may be excluded to accommodate a seller’s request for confidentiality or because the identity of prior owners is unknown given the age of the work of art.

Specialist Advice  Prospective bidders may be interested in specific information not included in the catalogue description of a lot. For additional information, please contact either a Sotheby’s specialist in charge of the sale (all of whom are listed in the front of the catalogue), or Sotheby’s Client Services Department. You may also request a condition report from the specialist in charge.

The Exhibition  An exhibition of the auction property will be held the week prior to the auction on the days listed in the front of the catalogue. There you will have the opportunity to view, inspect, and evaluate the property yourself, or with the help of a Sotheby’s specialist.

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

Registration  Sotheby’s may require such necessary financial references, guarantees, deposits and/or such other security, in its absolute discretion, as security for your bid. If you are not successful on any lot, Sotheby’s will arrange for a refund (subject to any right of set off) of the deposit amount paid by you without interest within 34 working days of the date of the sale. Any exchange losses or fees associated with the refund shall be borne by you. Registration to bid on Premium Lots must be done at least 3 business days prior to the sale.

3. DURING THE AUCTION

The Auction  Auctions are open to the public without any admission fee or obligation to bid. The auctioneer introduces the objects for sale — known as “lots” — in numerical order as listed in the catalogue. Unless otherwise noted in the catalogue or by an announcement at the auction, Sotheby’s acts as agent on behalf of the seller and does not permit the seller to bid on his or her own property. It is important for all bidders to know that the auctioneer may open the bidding on any lot by placing a bid on behalf of the seller. The auctioneer may further bid on behalf of the seller, up to the amount of the reserve, by placing responsive or consecutive bids for a lot. The auctioneer will not place consecutive bids on behalf of the seller above the reserve.

Bidding in Person  If you would like to bid, you must register for a paddle upon entering the salesroom. The paddle is numbered so as to identify you to the auctioneer. To register, you will need a form of identification such as a driver’s license, a passport or some other type of governmental issued identification. If you are a first-time bidder, you will also be asked for your address, phone number and signature in order to create your account. If you are bidding for someone else, you will need to provide a letter from that person authorizing you to bid on that person’s behalf. Issuance of a bid paddle is in Sotheby’s sole discretion.

Once the first bid has been placed, the auctioneer asks for higher bids, in increments determined by the auctioneer. To place your bid, simply raise your paddle until the auctioneer acknowledges you. You will know when your bid has been acknowledged: the auctioneer will not mistake a random gesture for a bid. If you wish to register to bid on a Premium Lot, please see the paragraph above.

All lots sold will be invoiced to the name and address in which the paddle has been registered and cannot be transferred to other names and addresses. Sotheby’s reserves the right to refuse to accept payment from a source other than the buyer of record.

Absentee Bidding  If it is not possible for you to attend the auction in person, you may place your bid ahead of time. In the back of every catalogue there is an absentee bid form, which you can use to indicate the item you wish to bid on and the maximum bid you are willing to make. Return the completed absentee bid form to Sotheby’s by either mail or fax. When the lot that you are interested in comes up for sale, a Sotheby’s representative will execute the bid on your behalf, making every effort to purchase the item for as little as possible and never exceeding your maximum bid. For detailed instructions and information, please see the Absentee Bid Form and Guide for Absentee Bidders instructions at the back of this catalogue.

Telephone Bidding  In some circumstances, we offer the ability to place bids by telephone live to a Sotheby’s representative on the auction floor. Please contact the Bid Department prior to the sale to make arrangements or to answer any questions you may have. Telephone bids are accepted only at Sotheby’s discretion and at the caller’s risk. Calls may also be recorded at Sotheby’s discretion. By bidding on the telephone, prospective buyers consent thereto.

Online Bidding  If you cannot attend the auction, it may be possible to bid online via BIDnow, eBay, Invaluable or other Online Platforms for selected sales. This service is free and confidential. For information about registering to bid via BIDnow, please see www.sothebys.com. For information about registering to bid on eBay, please see www.ebay.com/sothebys. For information about registering to bid on Invaluable, please see www.invaluable.com/invaluable/help.cfm. Bidders utilizing any online platform are subject to the Online Terms as well as the relevant Conditions of Sale. Online bidding may not be available for Premium Lots.

Employee Bidding  Sotheby’s employees may bid in a Sotheby’s auction only if the employee does not know the reserve and if the employee fully complies with Sotheby’s internal rules governing employee bidding.

US Economic Sanctions  The United States maintains economic and trade sanctions against targeted foreign countries, groups and organizations. There may be restrictions on the import into the United States of certain items originating in sanctioned countries, including Burma, Cuba, Iran, North Korea and Sudan. The purchaser’s inability to import any item into the US or any other country as a result of these or other restrictions shall not justify cancellation or rescission of the sale or any delay in payment. Please check with the specialist department if you are uncertain as to whether a lot is subject to these import restrictions, or any other restrictions on importation or exportation.

Hammer Price and the Buyer’s Premium  For lots which are sold, the last price for a lot as announced by the auctioneer is the hammer price. A buyer’s premium will be added to the hammer price and is payable by the purchaser as part of the total purchase price. The buyer’s premium will be the amount stated in the Conditions of Sale.

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

Results  Successful absentee bidders will be notified after the sale. Absentee bidders will receive a list of sale results if they enclose a stamped self-addressed envelope with their absentee bid form. Printed lots of auction prices are available at our galleries approximately three weeks following each auction and are sent on request to catalogue purchasers and subscribers. Results may also be obtained online at sothebys.com.

International Auctions  If you need assistance placing bids, obtaining condition reports or receiving auction results for a Sotheby’s sale outside the United States, please contact our International Client Services Department.

4. AFTER THE AUCTION

Payment  If your bid is successful, you can make arrangements to receive payment. Otherwise, your invoice will be mailed to you. The final price is determined by adding the buyer’s premium to the hammer price on a per-lot basis. Sales tax, where applicable, will be charged on the entire amount. Payment is due in full immediately after the sale. However, under certain circumstances, Sotheby’s may, in its sole discretion, offer bidders an extended payment plan. Such a payment plan may provide an economic benefit to the bidder. Credit terms should be requested at least one business day before the sale. However, there is no assurance that an extended payment plan will be offered. Please contact Post Sale Services or the specialist in charge of the sale for information on credit arrangements for a particular lot. Please note that Sotheby’s will not accept payments for purchased lots from any party other than the purchaser, unless otherwise agreed between the purchaser and Sotheby’s prior to the sale.

Payment by Credit Card  Sotheby’s accepts payment by credit card for Visa, MasterCard, and American Express only. Credit card payments may not exceed $50,000 per sale. Payment by credit card may be made (a) online at https://www.sothebys.com/en/invoice-payment.html, (b) by calling in to Post Sale Services at +1 212 606 7444, or (c) in person at Sotheby’s premises at the address noted in the catalogue.

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Payment by Check  Sotheby’s accepts personal, certified banker’s draft and cashier’s checks drawn in US Dollars (made payable to Sotheby’s). While personal and company checks are accepted, property will not be released until such checks have cleared, unless you have a pre-arranged check acceptance agreement. Application for check clearance can be made through the Post Sale Services.

Certified checks, banker’s drafts and cashier’s checks are accepted at Sotheby’s discretion and provided they are issued by a reputable financial institution governed by anti-money laundering laws. Instruments not meeting these requirements will be treated as “cash equivalents” and subject to the constraints noted in the prior paragraph titled “Payment By Cash.”

Payment by Wire Transfer  To pay for a purchase by wire transfer, please refer to the payment instructions on the invoice, provided by Sotheby’s or contact Post Sale Services to request instructions.

Sales and Use Tax  New York sales tax is charged on the hammer price, buyer’s premium and any other applicable charges on any property picked up or delivered in New York State, regardless of the state or country in which the purchaser resides or does business. Purchasers who wish to use their own shipper who is not a considered a “common carrier” by the New York Department of Taxation and Finance will be charged New York sales tax on the entire charge regardless of the destination of the property. Please refer to “Information on Sales and Use Tax Related to Purchases at Auction” in the back of the catalogue.

Collection and Delivery  Post Sale Services
FAX: 1 212 606 7043
uspostsaleservices@sothebys.com

Once your payment has been received and cleared, property may be released. Unless otherwise agreed by Sotheby’s, all purchases must be removed by the 30th calendar day following a sale.

Shipping Services  Sotheby’s offers a comprehensive shipping service to meet all of your requirements. If you received a shipping quotation or have any questions about the services we offer, please contact us.

Collecting your Property  As a courtesy to purchasers who come to Sotheby’s to collect property, Sotheby’s will assist in the packing of lots, although Sotheby’s may, in the case of fragile articles, choose not to pack or otherwise handle a purchase.

If you are using your own shipper to collect property from Sotheby’s, please provide a letter of authorization and kindly instruct your shipper that they must provide a Bill of Lading prior to collection. Both documents must be sent to Post Sale Services prior to collection.

The Bill of Lading must include: the purchaser’s full name, the full delivery address including the street name and number, city and state or city and country, the sale and lot number.

Sotheby’s will contact your shipper within 24 hours of receipt of the Bill of Lading to confirm the date and time that your property can be collected. Property will not be released without this confirmation and your shipper must bring the same Bill of Lading that was faxed to Sotheby’s when collecting. All property releases are subject to the receipt of cleared funds.

Please see the Conditions of Sale for further details.

Endangered Species  Certain property sold at auction, for example, items made of or incorporating plant or animal materials such as coral, crocodile, ivory, whalebone, tortoiseshell, rhinoceros horn, rosewood, etc. irrespective of age or value, may require a license or certificate prior to exportation and additional licenses or certificates upon importation to another country.

Sotheby’s suggests that buyers check on their government wildlife import requirements prior to placing a bid. Please note that the ability to obtain an export license or certificate does not ensure the ability to obtain an import license or certificate in another country, and vice versa. It is the purchaser’s responsibility to obtain any export or import licenses and/or certificates as well as any other required documentation. In the case of denial of any export or import license or of delay in the obtaining of such licenses, the purchaser is still responsible for making on-time payment of the total purchase price for the lot.

Although licenses can be obtained to export some types of endangered species, other types may not be exported at all, and other types may not be re-exported to a United States. Upon request, Sotheby’s is willing to assist the purchaser in attempting to obtain the appropriate licenses and/or certificates. However, there is no assurance that an export license or certificate can be obtained. Please check with the specialist department or the Shipping Department if you are uncertain as to whether a lot is subject to these export/import license and certificate requirements, or any other restrictions on exportation.

The Art Loss Register  As part of Sotheby’s efforts to support only the legitimate art market and to combat the legitimate market in stolen property, Sotheby’s has retained the Art Loss Register to check all uniquely identifiable items offered for sale in this catalogue that are estimated at more than the equivalent of US$1,500 against the Art Loss Register’s computerized database of objects reported as stolen or lost. The Art Loss Register is pleased to provide purchasers with a certificate confirming that a search has been made. All inquiries regarding search certificates should be directed to The Art Loss Register, First Floor, 63-66 Hatton Garden, London ECIN 8LE or by email at arloss@artloss.com. The Art Loss Register does not guarantee the provenance or title of any catalogued item against which they search, and will not be liable for any direct or consequential losses of any nature however arising. This statement and the A.L.R.’s service do not affect your rights and obligations under the Conditions of Sale applicable to the sale.

SELLING AT AUCTION

If you have property you wish to sell, Sotheby’s team of specialists and client services representatives will assist you through the entire process. Simply contact the appropriate specialist (specialist departments are listed in the back of this catalogue), General Inquiries Department or a Sotheby’s regional office representative for suggestions on how best to arrange for evaluation of your property.

Property Evaluation  There are three general ways of evaluation of property can be conducted:

(1) In our galleries
You may bring your property directly to our galleries where our specialists will give you auction estimates and advice. There is no charge for this service, but we request that you telephone ahead for an appointment. Inspection hours are 9:30 am to 5 pm, Monday through Friday.

(2) By photograph
If your property is not portable, or if you are not able to visit our galleries, you may bring in or send a clear photograph of each item. If you have a large collection, a representative selection of photographs will do. Please be sure to include the dimensions, artist’s signature or maker’s mark, medium, physical condition and any other relevant information. Our specialists will provide a free preliminary auction estimate subject to a final estimate upon first-hand inspection.

(3) In your home
Evaluations of property can also be made in your home. The fees for such visits are based on the scope and diversity of property, with travel expenses additional. These fees may be rebated if you consign your property for sale at Sotheby’s. If there is considerable property in question, we can arrange for an informal “walkthrough.”

Once your property has been evaluated, Sotheby’s representatives can then help you determine how to proceed should you wish to continue with the auction process. They will provide information regarding sellers’ commission rates and other charges, auction venue, shipping and any further services you may require.

SOTHEBY’S SERVICES

Sotheby’s also offers a range of other services to our clients beyond buying and selling at auction. These services are summarized below. Further information on any of the services described below can be found at sothebys.com.

Valuations and Appraisals  Sotheby’s Valuations and Appraisals Services offers advice regarding personal property assets to trusts, estates, and private clients in order to help fiduciaries, executors, advisors, and collectors meet their goals. We provide efficient and confidential advice and assistance for all appraisal and auction services. Sotheby’s can prepare appraisals to suit a variety of needs, including estate and planning, insurance, charitable contribution and collateral loan. Our appraisals are widely accepted by the Internal Revenue Service, tax and estate planning professionals, and insurance firms. In the event that a sale is considered, we are pleased to provide auction estimates, sales proposals and marketing plans. When sales are underway, the group works closely with the appropriate specialist departments to ensure that clients’ needs are met promptly and efficiently.

Financial Services  Sotheby’s offers a wide range of financial services including advances on consignments, as well as loans secured by art collections not intended for sale.

Museum Services  Tailored to meet the unique needs of museums and nonprofits in the marketplace, Museum Services offers personal, professional assistance and advice in areas including acquisitions, deaccessions, acquisitions and special events.

Corporate Art Services  Devoted to servicing corporations, Sotheby’s Corporate Art Services Department can prepare appraisal reports, advise on acquisitions and deaccessions, manage all aspects of consignment, assist in developing art-management strategies and create events catering to a corporation’s needs.

INFORMATION ON SALES AND USE TAX RELATED TO PURCHASES AT AUCTION

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

Why Sotheby’s Collects Sales Tax  Virtually all State Sales Tax Laws require a corporation to register with the State’s Tax Authorities and collect and remit sales tax if the corporation maintains a presence within the state, such as offices.
Where Sotheby’s is Not Required

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

Certain Exemptions

Most states that impose sales taxes allow for specified exemptions to the tax. For example, a registered re-seller such as a registered art dealer may purchase without incurring a tax liability, and Sotheby’s is not required to collect sales tax from such re-seller. The art dealer, when re-selling the property, may be required to charge sales tax to its client, or the client may be required to self-assess sales or use tax upon acquiring the property.

Local Tax Advisors

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

Loss and Liability

Unless otherwise agreed by Sotheby’s, all sold property must be removed from any of our premises (including the SLP Warehouse) by the buyer at their expense no later than 30 calendar days after the date of the auction.

Collection & Shipping

For in-person collections at our offsite location, please alert Post Sale Services of your proposed collection date, ensure that all outstanding invoices have been paid for, and that you or your agent have the appropriate photo identification upon arrival.

IMPORTANT NOTICES

Property Collection

As of March 19, 2018, property that is sold, has been bought in, or is to be returned to the consignor will be moved to our temporary offsite location at Crozier Fine Arts at One Star Ledger Plaza, 69 Court Street, Newark, NJ (SLP Warehouse).

Certain items of property, including jewelry, watches, silver, works on panel and items valued $10 million or more will remain at 1334 York Avenue. All other property will be moved to our temporary offsite location on the day the applicable sale concludes and is available for pickup after two business days. Invoices and statements will indicate your property’s location.

Property Payment

All property must be paid for in full before collection or release from any Sotheby’s location. Payment must be made through Sotheby’s New York Post Sale Services by way of our acceptable forms of payment methods mentioned on your invoice. To arrange for payment, please contact Post Sale Services at +1 212 606 7444 or USPostSaleServices@sothebys.com. Payment will not be accepted at the offsite facility. Dealers and resale clients should fill out the appropriate forms where applicable or contact Post Sale Services with any questions.

Invoices and statements will indicate your property’s location.

Loss and Liability

Unless otherwise agreed by Sotheby’s, all sold property must be removed from any of our premises (including the SLP Warehouse) by the buyer at their expense no later than 30 calendar days after the date of the auction. Buyers are reminded that Sotheby’s liability for loss or damage to sold property shall cease no later than 30 calendar days after the date of the auction.

Collection & Shipping

The SLP Warehouse requires 24 hours advanced notice for collection of property. Please arrange this through our Post Sale Services team at +1 212 606 7444 or USPostSaleServices@sothebys.com.

For in-person collections at our offsite location, please alert Post Sale Services of your proposed collection date, ensure that all outstanding invoices have been paid for, and that you or your agent have the appropriate photo identification upon arrival.

If you are using your own shipper to collect property, please provide a letter of authorization and instruct your shipper to email their bill of lading to billsoflading@sothebys.com and ensure the correct collection location is specified.

Sotheby’s can arrange for delivery of your property through one of our contracted vendors or can coordinate pick up at our offsite location with you or your shipper directly. Please contact Post Sale Services at +1 212 606 7444 or USPostSaleServices@sothebys.com to start your collection process.

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Back Cover: Lot 21, David Hockney, Pacific Coast Highway and Santa Monica (detail)
Art © David Hockney

Front Flap: Lot 18, Richard Diebenkorn, Ocean Park #55 (detail)
Art © 2018 Richard Diebenkorn

Back Flap: Lot 21, David Hockney, Pacific Coast Highway and Santa Monica (detail)
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Inside Front Cover and Page 1: Lot 11, David Hockney, Piscine de Medanosche (Paper Pool 30) (detail)
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Page 12: Lot 8, Barkley Hendricks, Brenda P. (detail)
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