

RAGO



**Post War +
Contemporary
Art**

RAGO



Post War + Contemporary Art

AUCTION
23 June 2020
11 am eastern
preview by appointment

RAGO
333 North Main Street
Lambertville NJ 08530
ragoarts.com



100

ANDY WARHOL 1928–1987
Cow

1971 | screenprint in colors on wallpaper
45 1/2 h x 29 1/4 w in (116 x 74 cm)
This work is from the unlimited edition printed by Bill Miller's Wallpaper Studio, Inc., New York and published by Factory Additions, New York for a Warhol exhibition at the Whitney Museum of American Art, New York, 1 May – 13 June 1971.

LITERATURE: Feldman & Schellmann II.11A

EXHIBITED: *Andy Warhol*, 1 May – 13 June 1971, Whitney Museum, New York

\$5,000–7,000



101

TOM WESSELMANN 1931–2004
Smoker

1976 | lithograph in colors with embossing on Arches
22 1/2 h x 30 w in (57 x 76 cm)
Signed, dated and numbered to lower left 'Wesselmann '76 65/75'. This work is number 65 from the edition of 75 printed by Styria Studio, Inc., New York and published by Multiples, Inc., New York.

\$6,000–8,000



102

KEITH HARING 1958–1990
Untitled (Pop Shop toiletry bag
with radiant baby drawing)

1986 | silver felt-tip marker on plastic toiletry bag
10 h x 10 w in (25 x 25 cm)
Signed and dated to lower right 'K. Haring 86'.

PROVENANCE: Acquired by the original owner from
Pop Shop, New York | Private Collection, The Netherlands
Private Collection

\$4,000–6,000



103

KEITH HARING 1958–1990
Untitled (City of Milano fireman's helmet)

1984 | marker on helmet
7 1/2 h x 8 1/2 w x 12 d in (19 x 22 x 30 cm)
Signed, dated and inscribed to all sides
'K. Haring 84 Milano'.

PROVENANCE: Private Collection, Milan
Private Collection, The Netherlands | Private Collection

\$15,000–25,000

104

KEITH HARING 1958–1990

Untitled (door)

1982 | acrylic on door
23 3/4 h x 18 w x 1 d in (60 x 45 x 3 cm)
Signed and dated to lower right 'K. Haring 82'

PROVENANCE: Private Collection, New York
Private Collection, San Francisco | Private Collection,
Washington | Private Collection

\$45,000–55,000



K. Haring 82 ⊕



105

VACLAV VYTLACIL 1892–1984
Untitled

1970 | oil and mixed media on paper laid to board
24 3/4 h x 18 3/4 w in (63 x 48 cm)
Signed and dated to lower edge 'Vytlacil 1970'.

\$5,000–7,000



106

JOSEF ZENK 1904–2000
Waterfront

oil on canvas
24 h x 30 w in (61 x 76 cm)
Signed to lower left 'Zenk'. Titled to verso 'Waterfront'.

\$5,000–8,000

107

SAM FRANCIS 1923–1994

Untitled

1973 | acrylic on paper
30 h x 22 w in (76 x 56 cm)

Signed and dated to verso 'Sam Francis 1973'

PROVENANCE: Fay Michener Estate, New York

\$50,000–70,000



108

BETTY PARSONS 1900–1982

St. Martins Eye of the Road

1976 | paint on wood construction
39½ h × 16¾ w × 1¾ d in (100 × 42 × 4 cm)
Signed, titled and dated to verso 'St. Martins Eye
of the Road 1976 Betty Parsons'.

PROVENANCE: Kornblee Gallery, New York
Private Collection

\$6,000–8,000



109

NORMAN BLUHM 1921–1999

Traveling

1974 | acrylic on canvas mounted to linen
47½ h × 37½ w in (121 × 95 cm)
Signed and dated to verso 'Bluhm 74'.

PROVENANCE: Martha Jackson Gallery, New York
David Anderson Gallery, New York | Gary Snyder
Gallery, New York | Private Collection

\$10,000–15,000



110

JAMES BROOKS 1906–1992
Untitled

1980 | oil on canvas
90½ h × 307 w in (230 × 780 cm)
Signed and dated to lower right James Brooks 1980.

PROVENANCE: Commissioned by the artist
Collection of an American Corporation, Virginia

\$40,000–60,000

111

WILLIAM RONALD 1926–1998
Boudoir

c. 1962 | oil on canvas
60 h x 49½ w x 1 d in (152 x 126 x 3 cm)
Signed, titled and numbered on stretcher to verso
'R-238 Title-"Boudoir" 60"x50" Ronald'

PROVENANCE: Kootz Gallery, New York
Private Collection

\$30,000–50,000





112

JAMES BROOKS 1906–1992
Untitled

1979 | oil on canvas
90 h x 306 w in (229 x 777 cm)
Signed and dated to lower right James Brooks 1979.

PROVENANCE: Commissioned by the artist
Collection of an American Corporation, Virginia

\$40,000–60,000



113

MERCEDES MATTER 1913–2001
Untitled

1936 | watercolor on paper
24 h x 19 w in (61 x 48 cm)

Accompanied by the exhibition catalog for *Mercedes Matter: A Retrospective*, Frederick R. Weisman Museum of Art, Pepperdine University, Malibu, CA, 2010.

PROVENANCE: Mark Borghi Fine Art Inc., New York
Private Collection

\$6,000–8,000



114

ELAINE DE KOONING 1918–1989
Untitled (Bull)

c. 1957 | gouache on paper
18½ h x 23 w in (47 x 58 cm)
Signed to lower right 'E de K'.

PROVENANCE: Mark Borghi Fine Art, New York
Private Collection

\$8,000–12,000

115

DEBORAH BUTTERFIELD b. 1949

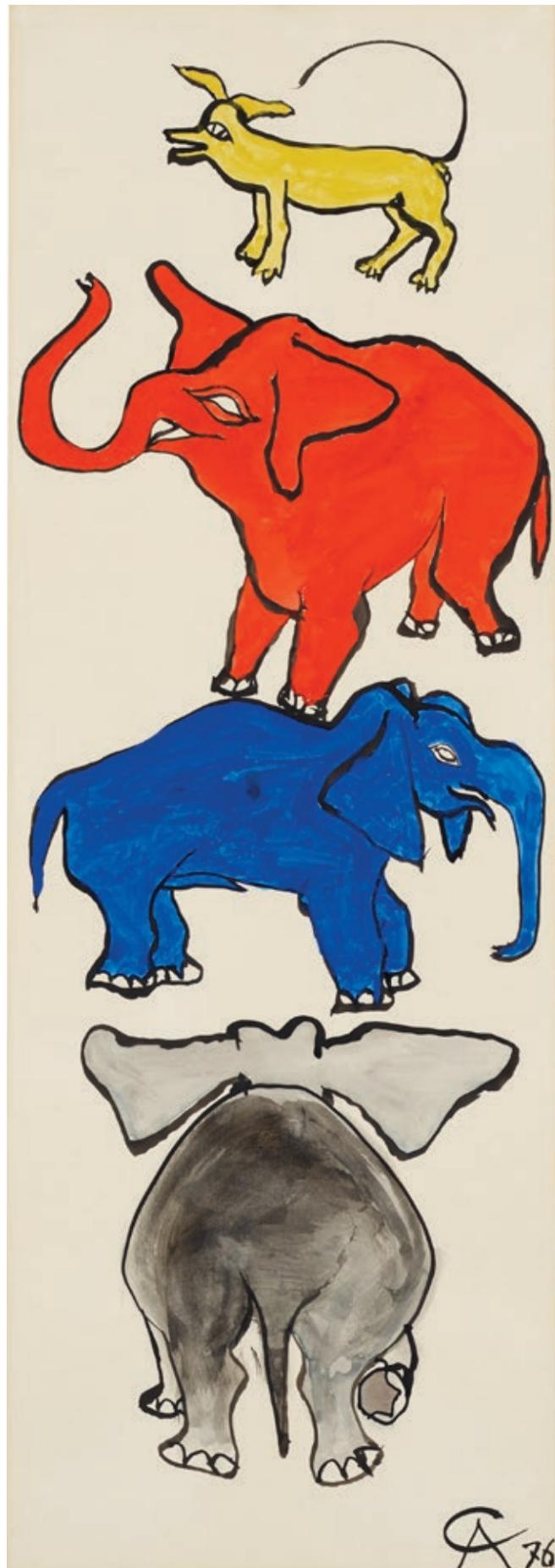
Isabel

2002 | cast bronze with patina
38 h x 44 w x 21 d in (97 x 112 x 53 cm)

PROVENANCE: Zolla / Lieberman Gallery, Chicago
Acquired from the previous in 2002 by present owner

\$80,000–120,000





116

ALEXANDER CALDER 1898–1976
Zoo

1976 | gouache on paper
43 1/4 h x 14 3/4 w in (110 x 37 cm)
Signed and dated to lower right 'CA 76'.

PROVENANCE: Uptown Gallery, New York
Private Collection

\$30,000–50,000



117

ALEXANDER CALDER 1898–1976
Earrings

c. 1941 | brass wire
3 1/4 h x 2 1/4 w in (8 x 6 cm)

Sophie Reagan Herr moved to Paris with her mother, Caroline Dudley Reagan in 1924. There, Caroline became close friends with Alexander Calder who had also relocated to Paris in 1926. Nearly twenty years later, he visited Sophie, Caroline and Caroline's second husband, Joseph Delteil, at their home in Tuilerie de Massane near Montpellier. There, Calder made the present lot, a pair of delicate wire earrings, as a gift for Sophie. She fondly remembers the artist forming the earrings' shape around her own ears, and that he always carried a spool of wire and snips in his pocket.

PROVENANCE: Gift from the artist to
Sophie Reagan Herr, Paris | Thence by descent

\$50,000–70,000

118

ALEXANDER CALDER 1898–1976
Waterface

1962 | gouache and ink on paper
29 h x 41 w in (74 x 104 cm)

Signed and dated to lower right 'Calder 62'. This work is registered in the archives of the Calder Foundation under application number A14415.

PROVENANCE: Acquired directly from the artist Nicholas Guppy, London | Obelisk Gallery, Boston Private Collection, New York | Acquired from previous in 2013 | Private Collection

\$40,000–60,000



119

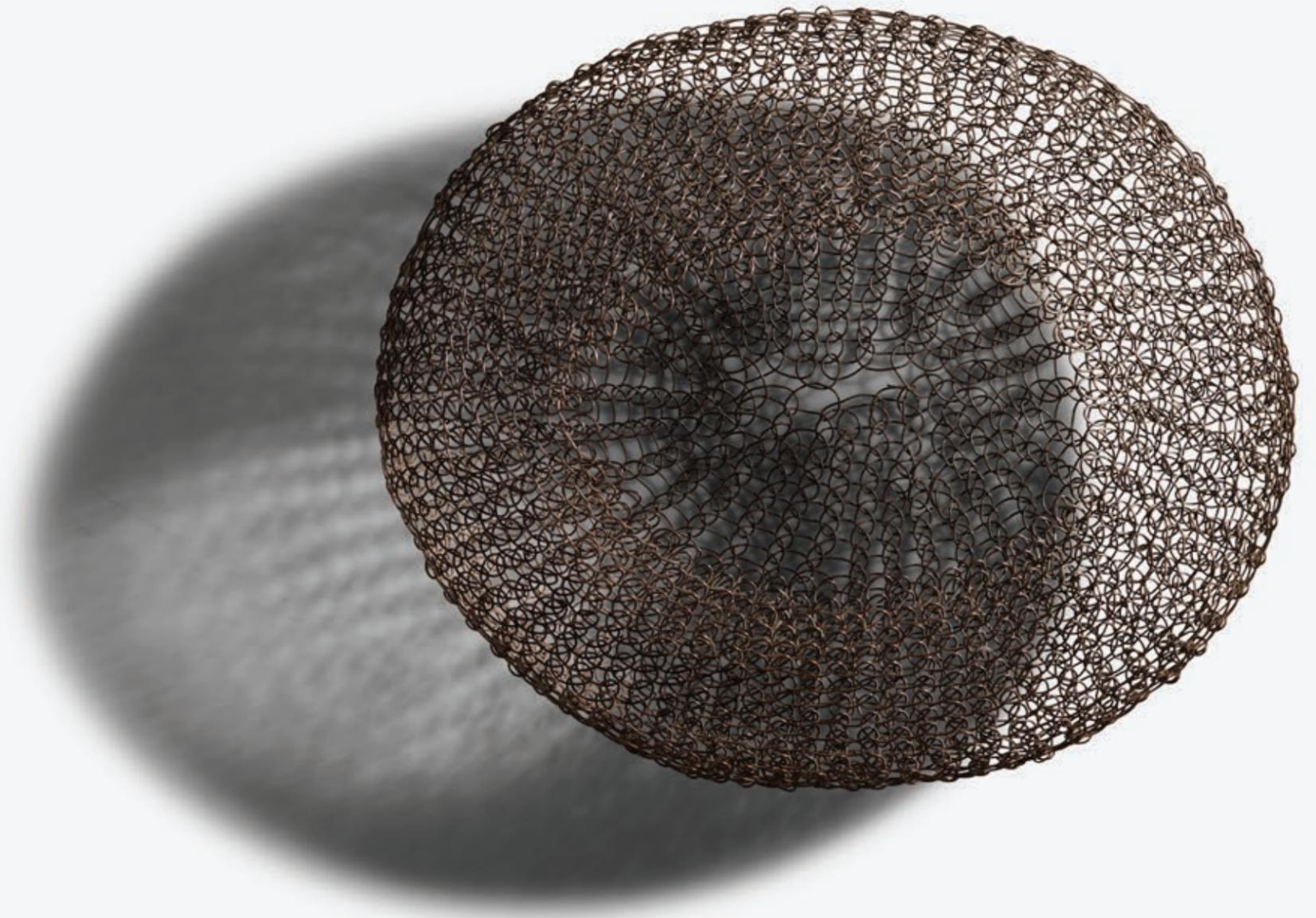
RUTH ASAWA 1926–2013

Untitled (S. 549)

early 1950s | steel wire
13 h x 11 w x 3³/₄ d in (33 x 28 x 10 cm)

PROVENANCE: Acquired directly from the artist
in the 1950s by the original owner, Private Collection,
San Francisco

\$50,000–75,000





120

TOTI SCIALOJA 1914–1988
Untitled

1957 | mixed media on paper
24 h x 34 1/4 w in (61 x 87 cm)
Signed and dated to lower left 'Scialoja 57'.

PROVENANCE: Collection of Bernarda and Ben Shahn
Rago, *Fine Art*, November 2010, Lot 1118
Private Collection, Pennsylvania

\$6,000–8,000



121

FERNANDO DE SZYSZLO 1925–2017
Camino a Mendieta

1978 | oil on canvas
47 1/2 h x 59 w in (121 x 150 cm)
Signed to lower right 'Szyszlo'. Signed, titled and dated to verso 'Camino a Mendieta Orrantia/78'.

PROVENANCE: Galeria Juan Martin, Mexico City
Private Collection, Lima

\$35,000–50,000



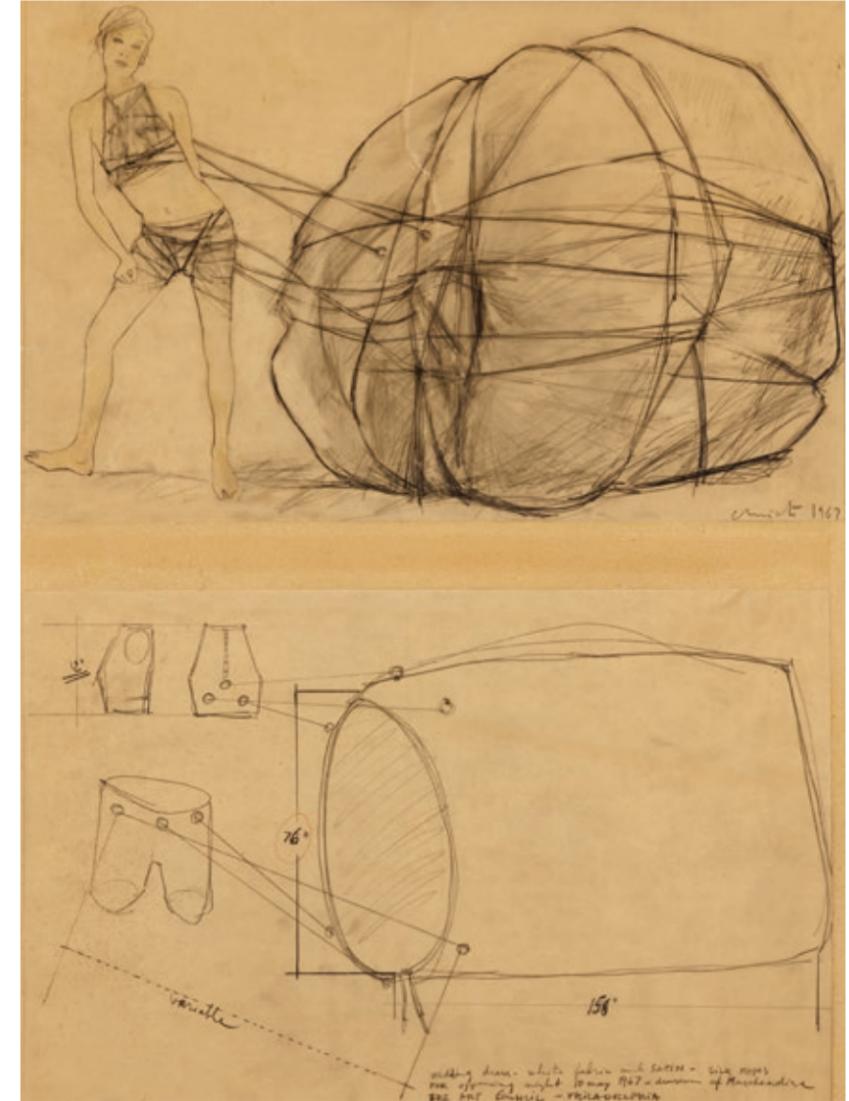
122

TOTI SCIALOJA 1914–1988
Untitled

oil on paper
25 h x 20 w in (63 x 51 cm)
Signed to lower right 'Toti'

PROVENANCE: Collection of Bernarda and Ben Shahn
Rago, *Fine Art*, November 2010, Lot 1117
Private Collection, Pennsylvania

\$5,000–7,000



123

CHRISTO b. 1935
Wedding Dress

1967 | graphite on tracing paper
23 3/4 h x 18 w in (60 x 45 cm)
Signed and dated to lower right 'Christo 1967'

PROVENANCE: Private Collection

\$20,000–30,000



When Gene Summers began the first restoration of the Biltmore in 1976, he commissioned Jim Dine to create new works for the historic hotel. In the early 1980s, Summers had also arranged for Dine to teach a class at the Otis College of Art and Design in Los Angeles. Dine created the exhibited bronzes specifically for the hotel's restaurant, Bernard's, at the school's foundry. The artist incorporated tools and materials found at the Biltmore during renovations into the bronzes themselves to create a series of forty-six unique works.

124

JIM DINE b. 1935
Untitled

1982 | cast bronze
13 1/4 h x 14 3/4 w x 5 d in (34 x 37 x 13 cm)

PROVENANCE: Commissioned directly from the artist by Gene Summers for the Biltmore Hotel, Los Angeles Collection of Gene Summers | Thence by descent

\$5,000–7,000



125

JIM DINE b. 1935
Untitled

1982 | cast bronze
12 1/2 h x 13 3/4 w x 6 d in (32 x 35 x 15 cm)

PROVENANCE: Commissioned directly from the artist by Gene Summers for the Biltmore Hotel, Los Angeles Collection of Gene Summers | Thence by descent

\$5,000–7,000



126

JIM DINE b. 1935
Untitled

1982 | cast bronze
13 h x 14 w x 3 1/4 d in (33 x 36 x 8 cm)

PROVENANCE: Commissioned directly from the artist by Gene Summers for the Biltmore Hotel, Los Angeles Collection of Gene Summers | Thence by descent

\$5,000–7,000



127

KENNETH NOLAND 1924–2010
Dow

1969 | acrylic on canvas
6 h x 96 w in (15 x 244 cm)
Signed, titled and dated to verso 'Dow Kenneth
Noland 1969.'

PROVENANCE: André Emmerich Gallery,
New York | Fay Michener Estate, New York

\$50,000–70,000

128

ILYA BOLOTOWSKY 1907–1981

Untitled (Column)

1967 | painted wood

36 h x 8 w x 5 d in (91 x 20 x 13 cm)

Signed and dated to lower edge 'Ilya Bolotowsky 67'

PROVENANCE: Acquired directly from the artist
Thence by descent

\$15,000–20,000



129

RICHARD ANUSZKIEWICZ 1930–2020

Yellowing Red Portal

1978 | watercolor on paper

18½ h x 13¾ w in (47 x 35 cm)

Signed and dated to lower right 'Anuszkiewicz 1978'

\$5,000–7,000

130

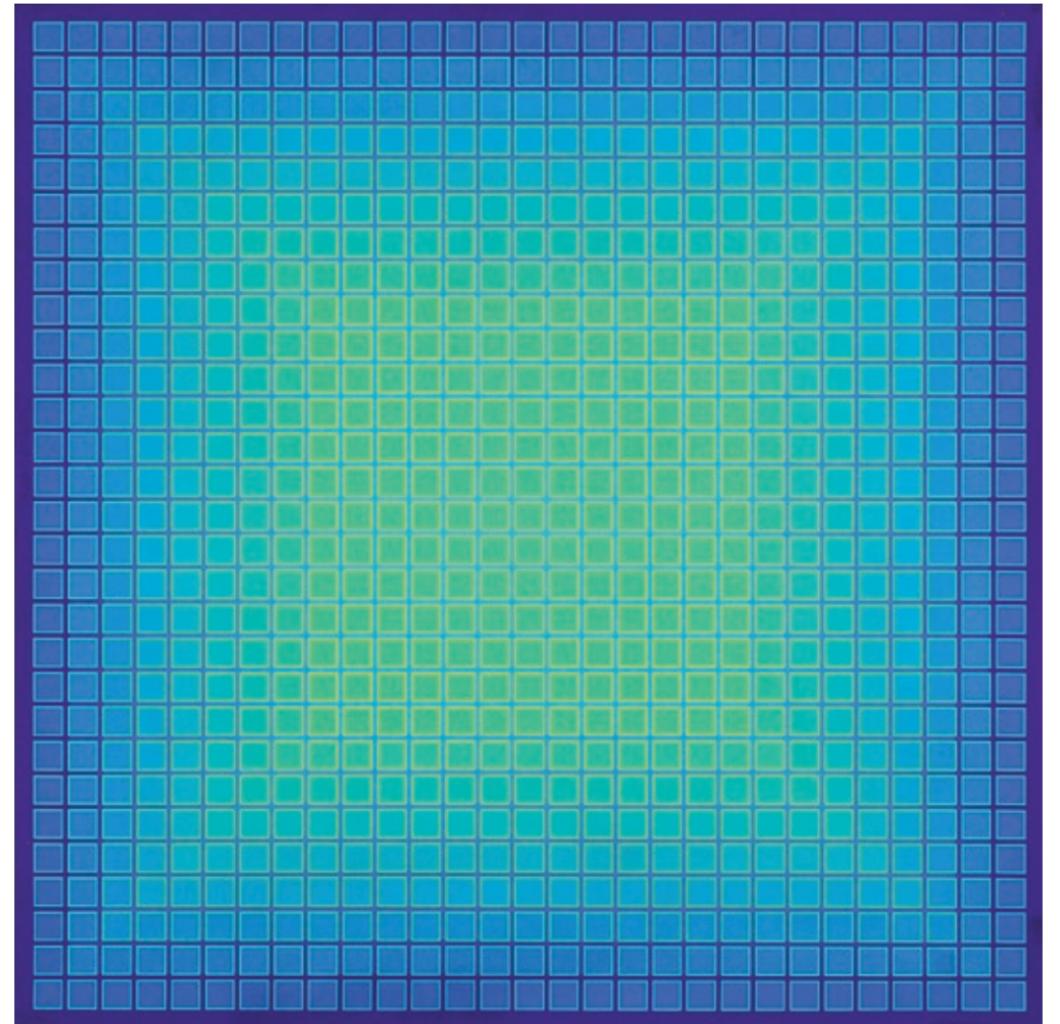
JULIAN STANCZAK 1928–2017

Conservative Green: Minus

1979 | acrylic on canvas
28½ h × 28½ w in (72 × 72 cm)
Signed and dated to verso 'Julian Stanczak 79'

PROVENANCE: Private Collection, New York
Private Collection | Sotheby's, New York,
Contemporary Art, 27 September 2010, Lot 165
Private Collection, New Jersey

\$30,000–50,000





131

DAVID HOCKNEY b. 1937
Old Guitarist from The Blue Guitar portfolio

1976–77 | etching and aquatint in colors
20 1/2 h x 18 w in (52 x 46 cm)
Signed and numbered to lower edge '30/200 David Hockney'. This work is number 30 from the edition of 200 printed and published by Petersburg Press, London.

\$3,000–5,000

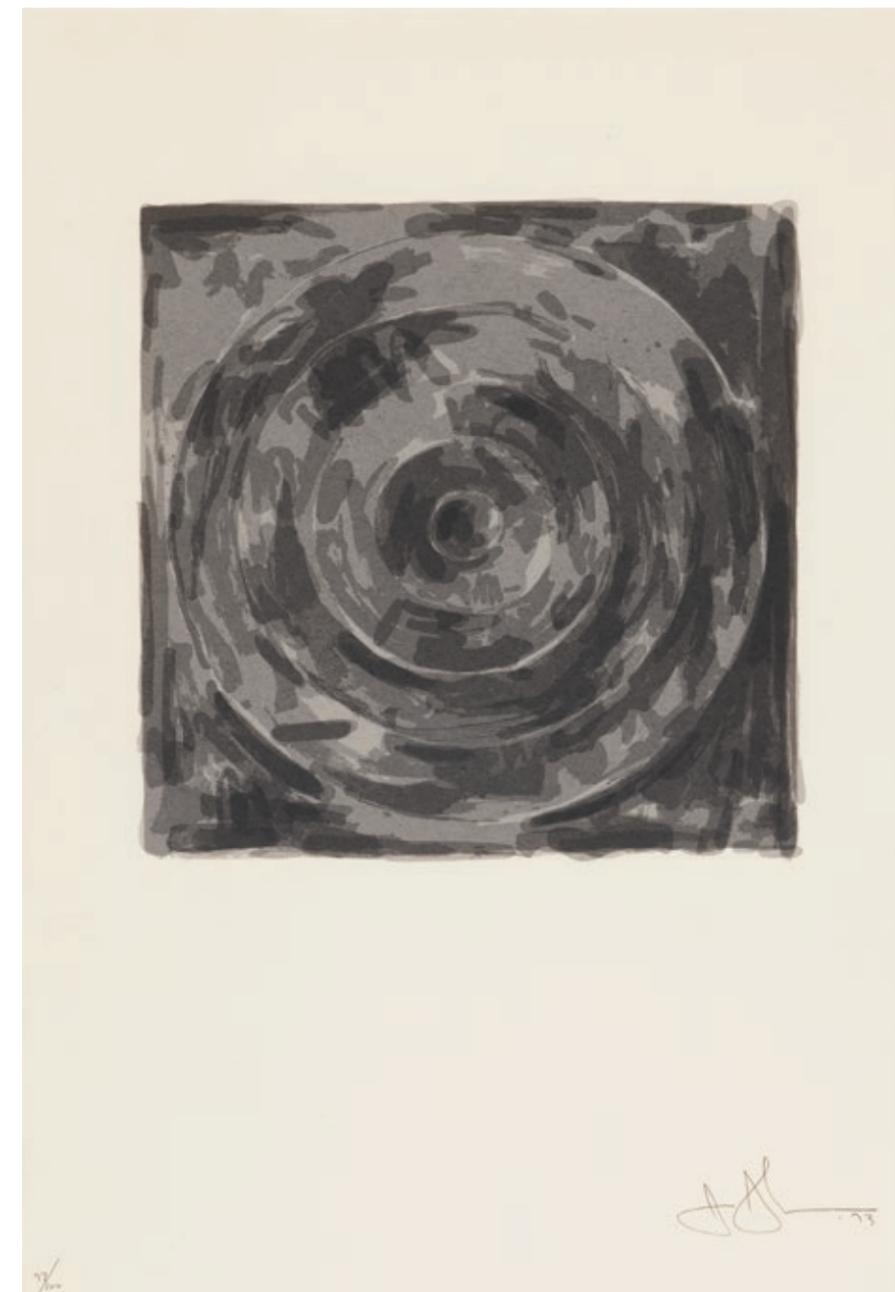


132

JASPER JOHNS b. 1930
Untitled (ULAE S 13)

1977 | screenprint in colors on Patapar printing parchment
10 3/4 h x 10 1/4 w in (27 x 26 cm)
This work is from the edition of 3000 printed by Simca Print Artists, Inc., New York and published by Brooke Alexander Editions, New York as a catalog cover for *Jasper Johns Screenprints*

\$2,500–3,500



133

JASPER JOHNS b. 1930
Target from the For Meyer Shapiro portfolio

1973 | screenprint in colors
24 h x 16 1/2 w in (61 x 42 cm)
Signed and numbered to lower edge '97/100 Jasper Johns 73'. This work is number 97 from the edition of 100 printed by Simca Print Artists, New York and co-published by the artist and Simca Print Artists, New York in 1974.

LITERATURE: ULAE 126 | Field 171

\$8,000–10,000

134

GEORGE RICKEY 1907–2002
Column of Two Lines with Gimbals

1976 | stainless steel
Signed, dated and numbered to wall plate '1/3 Rickey 1976'.
This work is number 1 from the edition of 3 of which only 2
were realized.

EXHIBITED: *George Rickey: Kinetic Columns / Ulfert
Wilke: Paintings*, 20 March – 24 April 1976, E. P. Gurewitsch
Works of Art, inc., New York

PROVENANCE: E. P. Gurewitsch Works of Art, Inc.,
New York | Purchased from previous in 1976
Thence by descent

\$15,000–20,000





135

JOHN LITTLE 1907–1984
Ebro

1978 | oil and pastel on Chinese paper laid to canvas
54 h x 50 w in (137 x 127 cm)
Signed and dated to lower right 'John Little '78'.
Signed, titled and dated to verso 'John Little 1978 Ebro'.

\$8,000–12,000



136

PAUL JENKINS 1923–2012
Phenomenon Rushing Dawn

1977–78 | acrylic on canvas
50 h x 72 w in (127 x 183 cm)
Signed to lower center 'Paul Jenkins'. Signed,
titled and dated to verso '1977-78 Paul Jenkins
Phenomenon Rushing Dawn'.

PROVENANCE: Gimpel & Weitzenhoffer Ltd., New York
Collection of an American Corporation, Virginia

\$20,000–30,000

137

JULIAN SCHNABEL b. 1951
Miss USA 1955

c. 1970 | paint on paper mounted to board
61¼ h x 47¾ w in (156 x 121 cm)
Signed to lower right 'Julian Schnabel'

PROVENANCE: Private Collection, Houston

\$25,000–35,000





138

MAN RAY 1890–1976
Untitled (Rayograph)

c.1972 | gelatin silver print laid to balsawood
10 1/2 h x 8 w in (27 x 20 cm)
Signed and numbered to lower right '36/50 Man Ray'.
This work is number 36 from the edition of 50
published by Edition Galerie des 4 Mouvements,
Paris. Accompanied by the exhibition catalog, *Man
Ray: 40 Rayographies*, Galerie des 4 Mouvements,
Paris, 25 February – 25 March 1972.

\$2,000–3,000



139

PHILIPPE HIQUILY 1925–2013
Mademoiselle O

1987–89 | bronze with brown patina
27 1/2 h x 9 w x 10 d in (70 x 23 x 25 cm)
Incised signature, number and foundry mark
to base 'Hiquily bocquel fd 1/8'. This work is
number 1 from the edition of 8.

\$12,000–18,000

Clara Sujo at Estudio Actual during the Opening of Vasarely Exhibition, Caracas, 1968
Photographer Samuel Dembo.
Gelatin silver print, 9 x 7 in.
The Getty Research Institute



CLARA DIAMENT SUJO: A LIFE DEVOTED TO ART

EDWARD J. SULLIVAN

The following is a personal homage to a long-standing friend, colleague and an intellectual who has contributed immeasurably to the art worlds of several cities on two continents and whose impact will be lasting in the realm of promoting and analyzing art of a wide variety of tendencies.

Clara's sensibility has been unique among art dealers who specialize in the art of their own region. Both in her original gallery in Caracas, Estudio Actual (which was, in fact, much more than a gallery, being simultaneously also a bookstore and literary-artistic salon), as well as in the New York venue, she assiduously avoided organizing a roster of shows of only Latin American artists. Clara was among the first to refer to the 'Art of the Americas', preferring this over the commonly used term 'Latin American Art' since this erased the usual North-South divide, a distinction she felt had for too long marginalized the art of the continent. The list of the dozens of shows she did in Caracas is fascinating as it includes not only the best known names from the late 1960s to the early 1980s from Venezuela, Argentina, Uruguay, Brazil, Nicaragua, and many other nations, but also artists such as Henry Moore, Piet Mondrian and Joseph Albers.

Likewise, CDS Gallery opened its doors New York in 1981 and presented groundbreaking shows of famous (and not so famous) Latin Americans as well as European and American artists including the British visionary painter Stanley Spencer and two of the most well respected (although now less well known) New York Abstract Expressionists Adja Yunkers and Hedda Sterne.

Concerning the New York School, Clara was responsible for a highly acclaimed exhibition at CDS in 1988 that paid homage to "The Irascibles." This nickname for the New York Ab Ex artists was derived from a famous photograph of many of them published in Life Magazine to commemorate the exhibition American Painting Today, 1950 at the Metropolitan Museum of Art. For her 1988 show she contracted renowned art historian Irving Sandler as curator and obtained loans from many major museums in New York and beyond. I refer to this show as simply one instance among many in which her efforts were directed to a wide variety of artistic movements and experiments. Clara has been both prescient and brave in the wide reach of the projects she chose.

Of course, Clara Sujo is best known for her path-breaking shows of Latin American artists. Her solo exhibitions at CDS as well as her group projects helped introduce such essential Latin American masters as Rodolfo Abularach, Jacobo Borges, Luis Benedit, Jorge Michel, Armando Morales, Antonio Seguí and many others to American audiences.

Clara's international contacts throughout her long career have been legendary. While still in Caracas, she collaborated with museum curators and directors from the US, Europe and throughout South America on initiatives that were crucial for the advancement of knowledge of modern and contemporary art in Venezuela. The breadth of her interests and activities reflects her own background and training. Clara Diament Sujo has always been what we would now call a Renaissance Woman.

Her early training in her native Argentina as well as in France awoke in her a dedication to art, literature and philosophy. A student of such eminent intellectual personalities as Jorge Romero Brest in Buenos Aires, Pierre Francastel and the influential philosopher Maurice Merleau-Ponty in Paris, Clara exercised her versatility in her writing, producing books and dozens of articles in numerous journals in which she offered astute critiques on many of the most revolutionary artistic trends of the 1960s and beyond. She participated in documentary film series, spearheading many other initiatives that brought artists and their publics closer together in both Caracas and New York.

Clara Diament Sujo was also dynamic in her own art collecting practices. For her gallery she acquired many examples of major works by modern masters from South America, North America and Europe. For her own collection she attempted to establish a cross section of those styles of painting, sculpture and graphic art that reflected the eclectic nature of her constantly-curious temperament. Her collecting passions took her down many different roads. Clara's Latin American collection spanned the stylistic spectrum. One of the principal categories is that of the human form in motion – often in distress. Paintings by the Cuban Luis Martínez-Pedro, the Venezuelans Jacobo Borges, Manuel Espinoza, Alirio Rodríguez and many others are aligned with the international trends of New Figuration or, as it is known in some countries, Neo Humanism.

Another category, reflected in the title of the second in the series of three sales, is Lyrical Abstraction. Clara's interest in gestural non-objectivity is one of the most outstanding elements of her aesthetic. It is striking how carefully Clara chose the artists to represent this strain of mid-twentieth century art.

The catalogue of a major exhibition of her Collection entitled Una Visión del Arte Venezolano 1940-80 held at the Galería de Arte Nacional in Caracas in 1995, remains an excellent source for understanding her attraction to lyrical abstraction, especially within a Venezuelan context. In that exhibition works of this manner by artists like Elsa Gramcko, early Alejandro Otero and Francisco Hung (among others) stood for some of the best instances of the incursion of lyricism and painterliness within a Venezuelan context that had previously been so deeply immersed in geometric abstraction.

In fact, however, it was geometric art that represented the third wave of Clara's interest in the art of her adopted country, as well as that of other Latin American nations that, after about 1940, had become the bastion of a tradition that had started in Europe at the birth of the twentieth century with the constructivism of the Russians, the Neo-Plasticism of De Stijl and the concrete art of the Bauhaus painters, sculptors and architects.

Ending this brief reminiscence I must reiterate the care, curiosity and intelligence with which Clara has carried out all aspects of her artistic and intellectual career. Hers has been a life devoted not only to art, but to its study and the absorption of its pleasures and its messages. Clara Sujo's example as an individual of exquisite taste and refinement is amply demonstrated by the distinguished collection of art that she amassed over the space of many decades.

Edward J. Sullivan is Professor of modern Latin American and Iberian art history at New York University and the author of some thirty books and exhibition catalogues on this subject. He has known and admired Clara Diament Sujo for some thirty years.



Clara Sujo in her Garden at Quinta Jacaranda, Caracas, 1972
Unknown photographer.
Gelatin silver print, 9 x 7 in.
The Getty Research Institute

CLARA DIAMENT SUJO 1921–2020 A DISCERNING EYE, TIRELESS HANDS
lots 140–156



140

FERNANDO BOTERO b. 1932
Estudio Sobe el Mantegna

1958 | pencil and colored pencil on paper
20 1/4 h x 24 1/4 w in (51 x 61 cm)
Signed, titled and dated to upper left 'Botero 58 estudio sobre el Mantegna'.

PROVENANCE: Collection of Clara Diament Sujo

\$10,000–15,000



141

ROBERTO OBREGON b. 1946
Pájaro en Verdes-Azules

1964 | oil on canvas
23 1/2 h x 15 1/2 w in (60 x 39 cm)
Signed and dated to verso 'Obregon 1964.'

PROVENANCE: Collection of Clara Diamant Sujo

\$5,000–8,000



142

WIFREDO LAM 1902–1982
Cabeza

1939 | charcoal on paper mounted to board
24 h x 18 w in (61 x 45 cm)
Signed and dated to lower right 'Wifredo Lam 1939.'

EXHIBITED: *Wifredo Lam: A Retrospective of Works on Paper*, September 17 – December 20, 1992, Americas Society, New York

PROVENANCE: Collection of Clara Diamant Sujo

\$8,000–12,000



143

JACABO BORGES b. 1931
Untitled (two works)

1980 and 1976 | pastel on paper and ink on paper
18 h x 24 w in (46 x 61 cm)
Signed and dated to lower right '11-7-80 Jacabo Borges';
Ink on paper signed and dated to lower right 'Jacabo
Borges 12-4-76'. Measures 12.75 h x 18.5 w inches.

PROVENANCE: Collection of Clara Diament Sujo

\$1,000–1,500

144

CARLOS PRADA b. 1944
El Camino de Toda Carne

1968 | bronze
28 h x 9 w x 6 d in (71 x 23 x 15 cm)
Signed and dated to base 'Prada 68';
Sold with a pencil study dated 1965

PROVENANCE: Collection of Clara Diament Sujo

\$2,000–3,000



145

CARLOS PRADA b. 1944
Born of Clay and Throne
(or Two Seated Figures) (two works)

c. 1961 | polished bronze; bronze on wood base
7 h x 3 1/2 w x 2 d in (18 x 9 x 5 cm)
2 h x 2 1/2 w x 1 1/2 d in (5 x 6 x 4 cm)

PROVENANCE: Collection of Clara Diament Sujo

\$1,000–1,500



146

**ROBERTO SEBASTIAN
MATTA** 1911–2002
10 e Julio

1963 | colored pencil and wax crayon
19 3/4 h x 25 3/4 w in (50 x 65 cm)
Titled to lower right '10 e Julio'.

EXHIBITED: *Latin American Artists: Paintings and Drawings*, May – July 1998, CDS Gallery, New York
Voices of the Americas, May – July 2003, CDS Gallery New York | *Latin American Masters*, December 2007 – February 2008, CDS Gallery, New York

PROVENANCE: Waugh Gallery, Buenos Aires
Collection of Juan E. Salinas, Lima, Peru | Estudio Actual, Caracas, Venezuela | Collection of Clara Diament Sujo

\$10,000–15,000



147

ERNESTO BARREDA b. 1927
Portal

1961 | oil on canvas
28 3/4 h x 36 w in (73 x 91 cm)
Signed and dated to lower left 'E. Barreda 61'. Signed
and inscribed to verso 'No. 12 Ernesto Barreda F'.

PROVENANCE: Christie's New York, *Important Latin
American Paintings, Drawings & Sculpture*, 17 May 1995,
Lot 043 | Collection of Clara Diamant Sujo

\$1,500–2,500



148

JOSE MANUEL CRUXENT 1911–2005
Avec tout et tout

1963 | oil and tempera on board
10 h x 7 1/4 w in (25 x 18 cm)
Signed to lower right 'Cruxent 63'.

PROVENANCE: Collection of Clara Diamant Sujo

\$1,500–2,000



149

PEDRO FIGARI 1861–1938
Untitled and De Paseo (two works)

graphite on paper, oil on board
8 1/2 h x 5 1/2 w in (22 x 14 cm)
10 h x 6 1/2 w in (25 x 17 cm)
Titled to verso of oil on board 'De Paseo'.

PROVENANCE: Delia Figari de Herrera
Lucia Figari del Castillo | Collection of Clara Diamant Sujo

\$3,000–5,000





150

ARMANDO MORALES 1927–2011
Pasaje

1989 | oil on paper
7 h x 18 w in (18 x 46 cm)
Signed and dated to lower right 'Morales '89'.

PROVENANCE: Sotheby's, New York, November 1989, Lot 228 | Collection of Clara Diament Sujo

\$1,000–1,500

151

GONZALO FONSECA 1922–1997
Untitled

1977 | watercolor and ink on paper
11 h x 15 1/4 w in (28 x 39 cm)
Signed and dated to lower right 'Fonseca June 2 - 77'.

EXHIBITED: *Exhibition 106 – Great Latin American Works on Paper*, 2 November – 28 December 1991, CDS Gallery, New York | *Exhibition 138 – The Second Generation*, 17 November – 30 December 1996, CDS Gallery, New York | *Exhibition 149 – Latin American Artists: Paintings and Drawings*, 1 May – 25 July 1998, CDS Gallery, New York

PROVENANCE: Acquired directly from the artist Galeria de Arte Ipanema, Rio de Janeiro | Acquired from the previous in 1982, Collection of Clara Diament Sujo

\$800–1,200



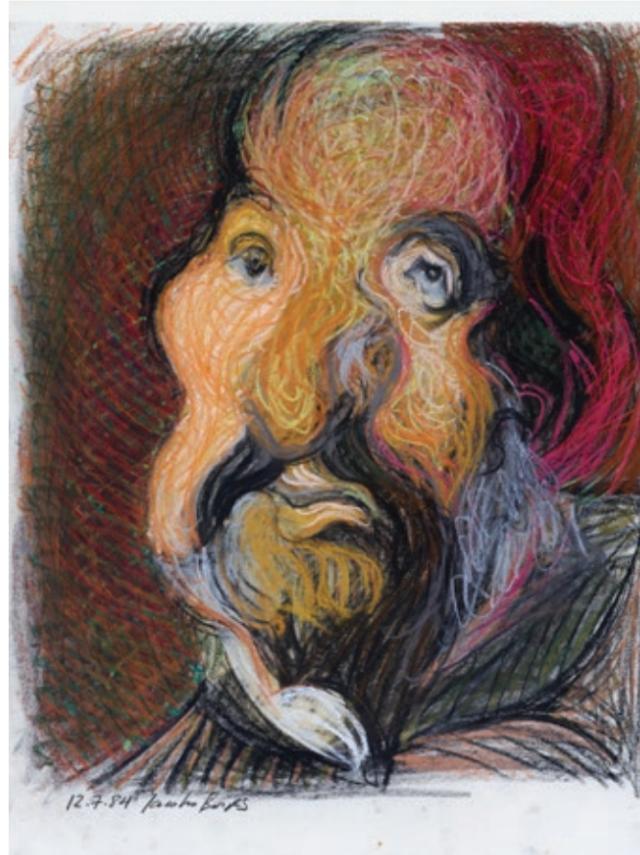
152

JACABO BORGES b. 1931
Sin Persianas

1965 | oil on board
54 3/4 h x 54 1/2 w in (139 x 138 cm)
Signed and dated to lower right '65 Jacobo Borges'.

PROVENANCE: Collection of Clara Diament Sujo

\$6,000–8,000



153

JACABO BORGES b. 1931
Rostro II

1984 | pastel and charcoal on paper
28 h x 19 1/2 w in (71 x 50 cm)
Signed and dated to lower left '12.7.84 Jacabo Borges'.

PROVENANCE: Collection of Clara Diament Sujo

\$1,500–2,500



154

MANUEL ESPINOZA b. 1937
Piel de Zapa; Seven Male Figurative Studies;
Two Male Figurative Studies (three works)

1974 and 1975 | oil on canvas, pen and ink
with watercolor on paper
38 h x 26 w in (97 x 66 cm)
Signed, dated and inscribed to lower edge of two
works 'Para Joseph Espinoza 74' and 'Para Joseph
Espinoza 1-1-75'.

PROVENANCE: Collection of Clara Diament Sujo

\$3,000–4,000



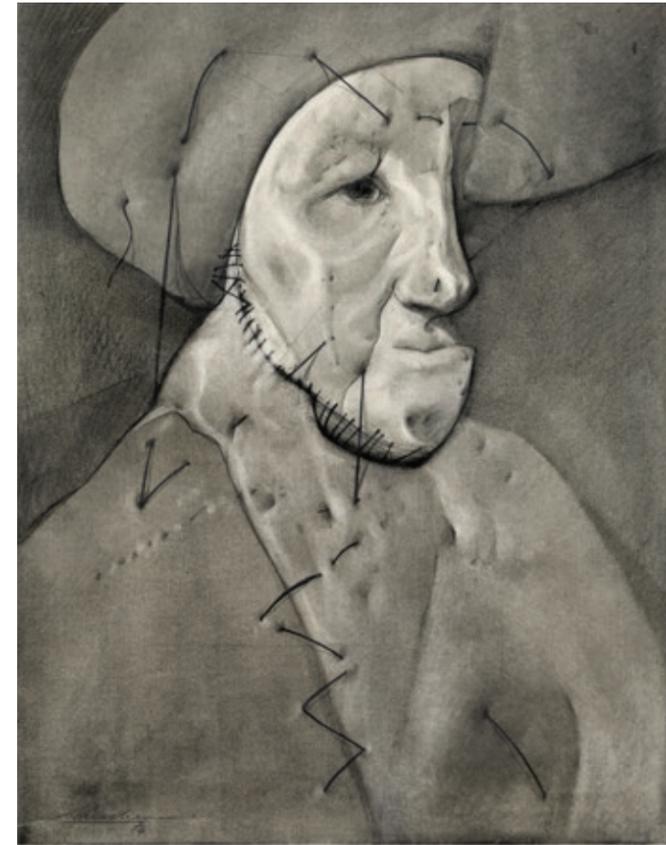
155

EDGAR SANCHEZ b. 1940
 Untitled (Figuras)

1977 | acrylic on canvas
 33 1/2 h x 39 1/4 w in (85 x 100 cm)
 Signed and dated to lower right 'Sanchez 77'.

PROVENANCE: Collection of Clara Diament Sujo

\$1,500–2,500



156

EDGAR SANCHEZ b. 1940
 Untitled (Cabeza) (two works)

1976 and 1977 | charcoal and graphite on paper
 26 1/2 h x 20 3/4 w in (67 x 53 cm)
 13 7/8 h x 11 1/4 w in (35 x 28 cm)
 Signed and dated to lower left 'Sanchez 76'.
 Additional work signed, dated and inscribed to
 lower edge 'Para Clara con sui afecto Sanchez 77'.

PROVENANCE: Collection of Clara Diament Sujo

\$1,000–1,500

157

JULIO LARRAZ b. 1944

Steak

1997 | oil on canvas
38 h x 44 w in (97 x 112 cm)
Signed to upper right 'Larraz'

LITERATURE: *Cultural Turbulence Reflected in Exhibition of Still Lives*, Zimmer, *The New York Times*, 20 November 1999, illustrates this work

EXHIBITED: *Julio Larraz: Recent Still-lives*, 6 December – 3 January 1981, Hirschl and Adler Galleries, New York | *Julio Larraz*, January – March 1987, Museo de Monterrey, Monterrey, Mexico
Latin American Still Life: Reflections of Time and Place, 3 October 1999 – 2 January 2000, Katonah Museum of Art, Katonah, New York (exhibition traveled to the Museo del Barrio, New York, 21 January – 21 May 2000)

\$25,000–35,000





158

JAMES HAVARD b. 1937
Yellow Hair Grey Dog (triptych)

1979 | acrylic and graphite on canvas
96 h x 132 w in (244 x 335 cm)
Signed, titled and dated to verso of each
panel 'Harvard '79 Yellow Hair Grey Dog'.

PROVENANCE: Louis K. Meisel Gallery, New York
Allan Stone Collection, New York

\$6,000–8,000



159

FRANCIS BACON 1909–1992
Study for a Portrait of John Edwards

1986 | lithograph in colors on Arches
31 h x 22 3/4 w in (79 x 58 cm)
Signed and numbered to lower edge 'H.C 7/10 Francis
Bacon'. This work is number 7 of 10 hors commerce apart
from the numbered edition of 150 co-published by Galerie
Lelong, Paris and Yves Peyré, Paris for the literary review
L'Ire des Vents, Paris.

LITERATURE: Sabatier 20 | Tacou 20

\$18,000–24,000



160

HUNT SLONEM b. 1951
Flight

1991 | oil on canvas
23 h x 18 w in (58 x 46 cm)
Signed, titled and dated to verso
'Hunt Slonem '91 Flight'.

\$3,000–5,000

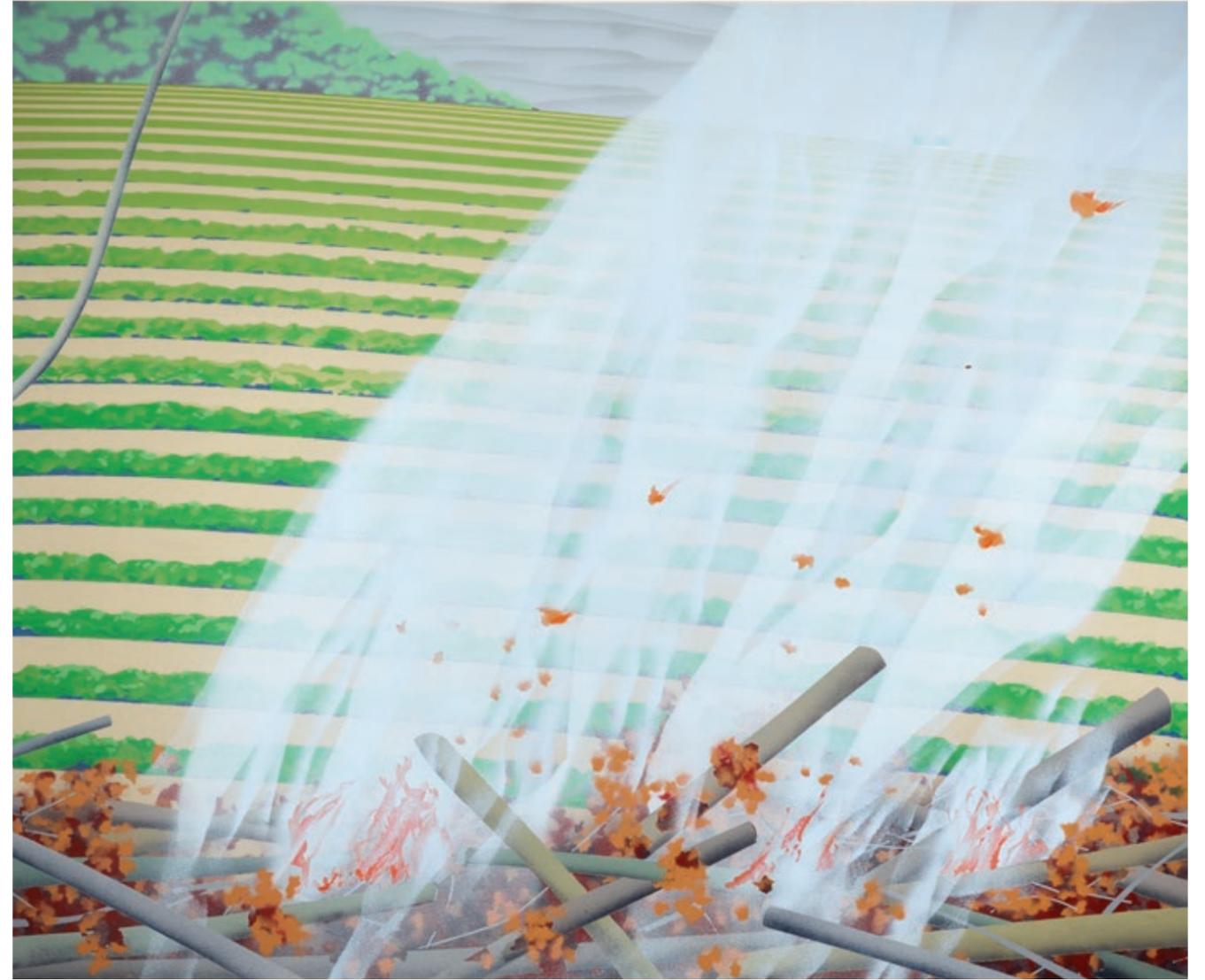


161

HUNT SLONEM b. 1951
Untitled

1992 | oil on canvas
25 h x 30 1/2 w in (64 x 77 cm)
Signed and dated to verso
'Hunt Slonem 1992'.

\$6,000–8,000



162

MAUD GATEWOOD 1934–2004
Burning Brush

1980 | acrylic on canvas
72 h x 60 w in (183 x 152 cm)
Signed, titled and dated to verso 'Burning
Brush Gatewood '80'.

PROVENANCE: Collection of an
American Corporation, Virginia

\$15,000–25,000



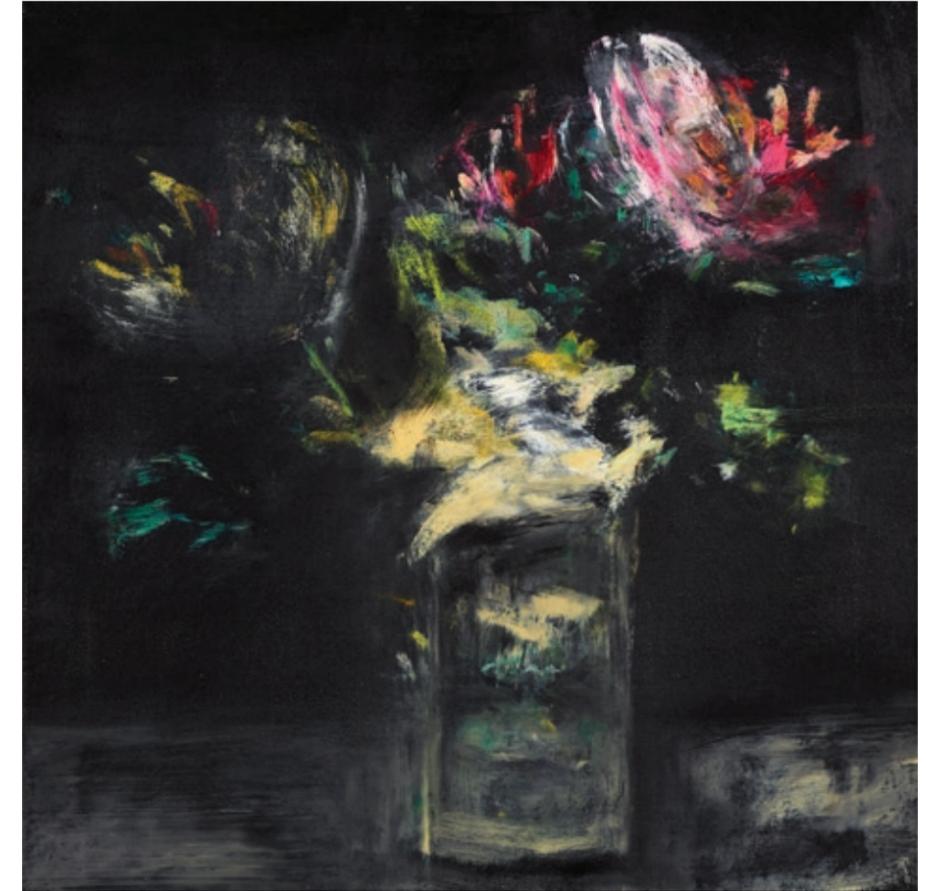
163

KIKI SMITH b. 1954
Untitled

2005 | gold and silver leaf on parchment
20 h x 24 1/2 w in (51 x 62 cm)
Signed and dated to lower right 'Kiki Smith 2005'.
This work is unique.

PROVENANCE: Collection of the artist
Private Collection, Pennsylvania

\$7,000–9,000



164

ROSS BLECKNER b. 1949
Untitled

2016 | oil on canvas
18 h x 18 w in (46 x 46 cm)
Signed, dated and numbered to verso
'RB #6892 2016 Ross Bleckner'.

PROVENANCE: Bronx Museum of Arts 2017 Gala
and Art Auction | Private Collection, Pennsylvania

\$10,000–15,000



165

MAUD GATEWOOD 1934–2004
Woodyard Slabs & Logs

1981 | acrylic on canvas
48 h x 49 3/4 w in (122 x 126 cm)
Signed, titled and dated to verso 'Maud Gatewood '81
Woodyard Slabs & Logs'

PROVENANCE: Collection of an
American Corporation, Virginia

\$8,000–12,000



166

MAUD GATEWOOD 1934–2004
House Submerged in Spring Green

1973 | oil on canvas
58 h x 54 w in (147 x 137 cm)
Dated to verso '1973'

PROVENANCE: Collection of an
American Corporation, Virginia

\$10,000–15,000

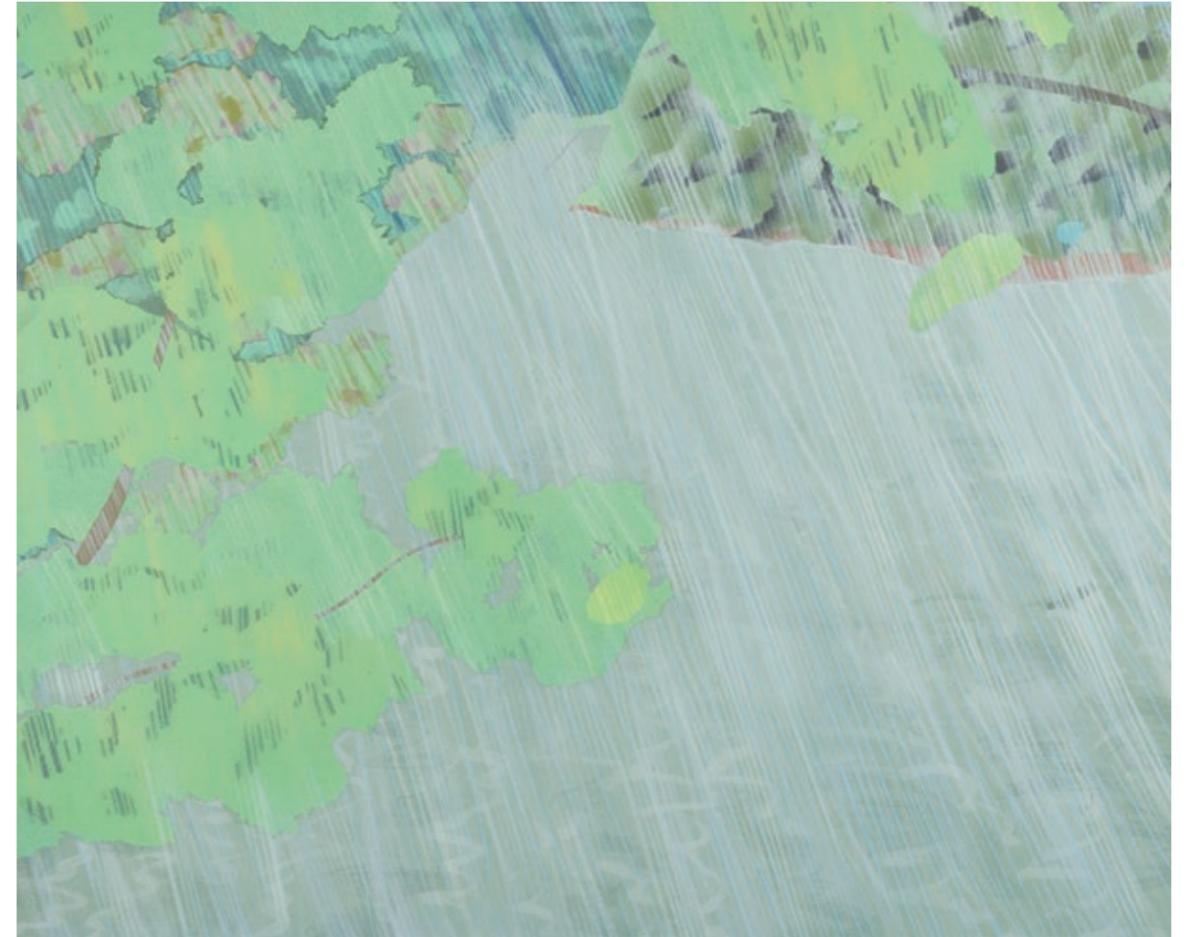


167

FRITZ SCHOLDER 1937-2005
Sees Far

1959 | oil on canvas
48 h x 42 w in (122 x 107 cm)
Signed to lower right 'F. Scholder'. Titled to right
edge on stretcher 'Sees Far'. Signed, titled and dated
to stretcher on verso 'F. Scholder Sees Far v / 3/22/59'.

\$5,000–7,000



168

MAUD GATEWOOD 1934-2004
Hard Shower Lake

1981 | acrylic on canvas
36 h x 44 w in (91 x 112 cm)
Signed, titled and dated to verso 'Gatewood '81 Hard
Shower Lake'.

PROVENANCE: Collection of an
American Corporation, Virginia

\$7,000–9,000



169

DAMIEN HIRST b. 1965
Signed Circle Spin Painting

2009 | acrylic on paper
20 1/2 dia in (52 cm)

Created with public collaboration at the Damien Hirst Spin Workshop to celebrate the opening of *Requiem* at the PinchukArtCentre, Ukraine. Signed to verso 'Damien Hirst'. Bears Hirst stamped signature and inscription 'This painting was made by to celebrate the opening of Damien Hirst, *Requiem*, at the PinchukArtCentre on Damien Hirst [stamped signature] (c)Damien Hirst' to verso with 'Hirst' blindstamp.

\$4,000–6,000



170

DAMIEN HIRST b. 1965
Signed House Spin Painting

2009 | acrylic on paper
20 1/2 h x 27 1/4 w in (52 x 69 cm)

Created with public collaboration at the Damien Hirst Spin Workshop to celebrate the opening of *Requiem* at the PinchukArtCentre, Ukraine. Signed 'Damien Hirst'. Bears Hirst stamped signature and inscription 'This painting was made by to celebrate the opening of Damien Hirst, *Requiem*, at the PinchukArtCentre on Damien Hirst [stamped signature] (c)Damien Hirst' to verso with 'Hirst' blindstamp.

\$3,000–5,000



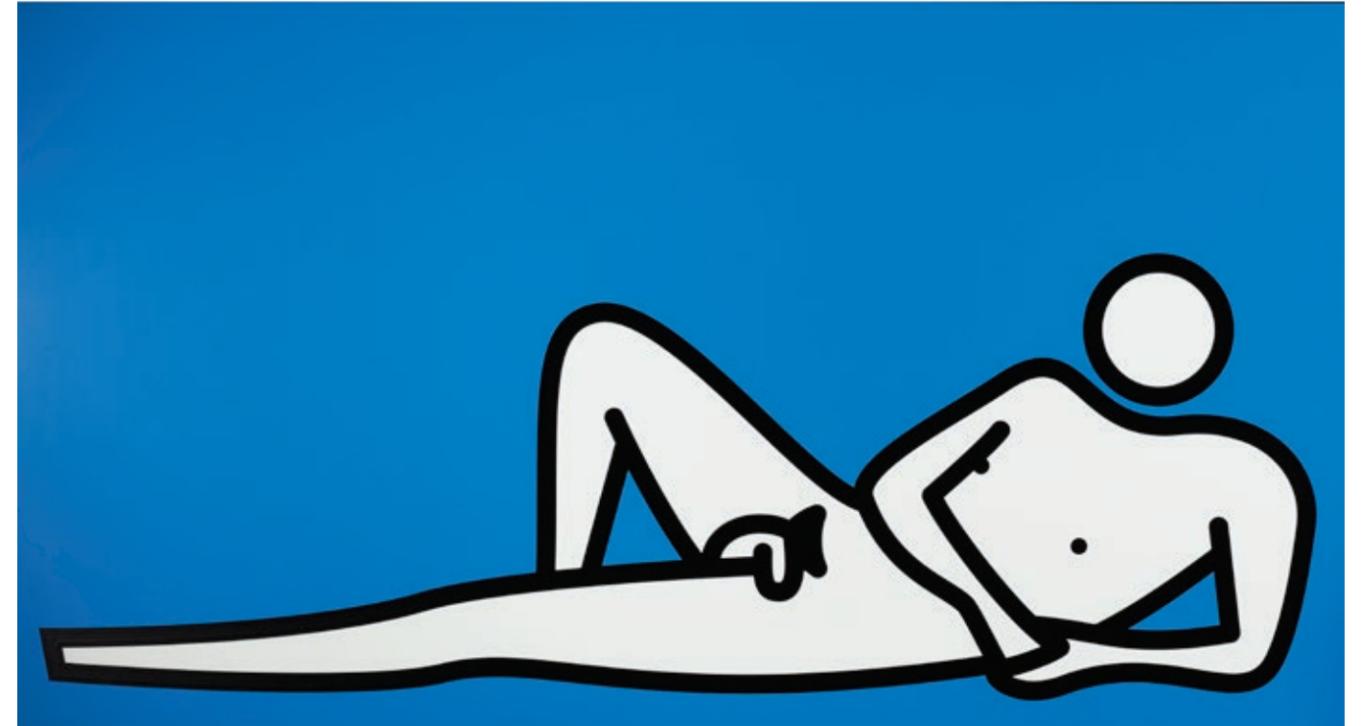
171

JULIAN OPIE b. 1958
Jeremy Walking in Coat

2010 | lenticular acrylic panel and inkjet print
in artist specified aluminum frame
32³/₄ h x 18¹/₄ w in (83 x 47 cm)
Signed to gallery label on verso 'Julian Opie'. Printed
number to gallery label on verso '34/60'. This work
is number 34 from the edition of 60 published by
Alan Cristea Gallery, London.

PROVENANCE: Absolute Art Gallery, Belgium
Private Collection, Pennsylvania

\$8,000–12,000



172

JULIAN OPIE b. 1958
Male Nude Lying Knee Up on Elbow

2000/2006 | vinyl on wooden stretcher
47¹/₂ h x 87 w in (121 x 221 cm)
Signed to verso 'Julian Opie'.

PROVENANCE: Galerie Bob Van Orsouw, Zurich
Private Collection | Christie's, New York, *First Open |*
Post-War & Contemporary Art, 7 – 14 December 2017,
Lot 165 | Private Collection, Pennsylvania

\$30,000–50,000

173

MAGDALENA ABAKANOWICZ b. 1930
Embryology

2002–2003 | stainless steel
17 h × 61 w × 19 d in (43 × 155 × 48 cm)
Additional elements measure 12 h × 24 w × 14 d inches
and 9 h × 17 w × 9,5 d inches.

PROVENANCE: Marlborough Gallery, New York
Acquired from previous in 2003 by present owner

\$80,000–120,000





174

KAZUKO INOUE b. 1946
Untitled

1984 | acrylic on canvas
77 1/2 h x 117 w in (197 x 297 cm)
Signed and dated to verso 'Kazuko Inoue 1984'.

PROVENANCE: Acquired directly from the artist
Allan Stone Collection, New York

\$7,000–9,000



175

VIK MUNIZ b. 1961
Rouen Cathedral (Monet or the Triumph
of Impressionism, Daniel Wildenstein)
p. 290. The Portal and the Tour D'Albane
(Morning Effect), 1893 Series of Repro

2016 | chromogenic print mounted to aluminum
45 h x 30 w in (114 x 76 cm)
Signed, titled and dated on artist's label to verso
'Vik Muniz 7/18/16'.

PROVENANCE: Nichido Contemporary Art, Tokyo
Private Collection, Pennsylvania

\$15,000–25,000

176

CAI ZHISONG b. 1972

Ode to Motherland No. 4

2017 | bronze

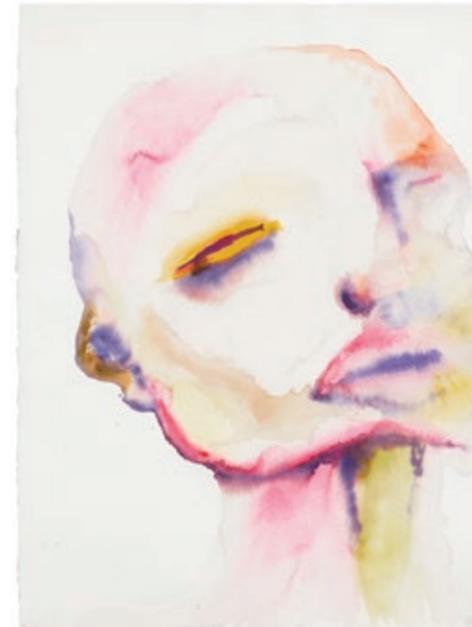
20 1/4 h x 14 w x 14 d in (51 x 36 x 36 cm)

Signed and numbered to lower foot 'Cai Zhisong 6/30'

This work is number 6 from the edition of 30.

PROVENANCE: Yang Gallery, Singapore
Private Collection, Pennsylvania

\$4,000–6,000



177

MARILYN MANSON b. 1969

Vicodin (diptych)

watercolor on paper

59 3/4 h x 22 w in (152 x 56 cm)

Signed to lower right of each sheet 'MM'

\$10,000–15,000



178
DAMIEN HIRST b. 1965
 Heart Spin Painting (two parts)

2009 | acrylic on paper
 29 3/4 h x 21 w in (76 x 53 cm)

Created with public collaboration at the Damien Hirst Spin Workshop to celebrate the opening of *Requiem* at the PinchukArtCentre, Ukraine. Bears Hirst stamped signature and inscription 'This painting was made by to celebrate the opening of Damien Hirst, *Requiem*, at the PinchukArtCentre on Damien Hirst [stamped signature] (c)Damien Hirst' to verso with 'Hirst' blindstamp.

\$3,000–5,000



179
DAMIEN HIRST b. 1965
 Circle Spin Painting

2009 | acrylic on paper
 20 1/2 dia in (52 cm)

Created with public collaboration at the Damien Hirst Spin Workshop to celebrate the opening of *Requiem* at the PinchukArtCentre, Ukraine. Bears Hirst stamped signature and inscription 'This painting was made by to celebrate the opening of Damien Hirst, *Requiem*, at the PinchukArtCentre on Damien Hirst [stamped signature] (c)Damien Hirst' to verso with 'Hirst' blindstamp.

\$2,000–3,000



180
PATRICK HUGHES b. 1939
 Purism

2011 | mixed media construction in Plexiglas box
 7 1/2 h x 35 1/2 w x 18 d in (19 x 90 x 46 cm)
 Signed and numbered '30/45 Patrick Hughes'.
 This work is number 30 from the edition of 45.

PROVENANCE: Flowers Gallery, New York
 Private Collection, Pennsylvania

\$4,000–6,000



181
DAMIEN HIRST b. 1965
Butterfly Spin Painting

2009 | acrylic on paper
19 3/4 h x 26 1/2 w in (50 x 67 cm)

Created with public collaboration at the Damien Hirst Spin Workshop to celebrate the opening of *Requiem* at the PinchukArtCentre, Ukraine. Bears Hirst stamped signature and inscription 'This painting was made by to celebrate the opening of Damien Hirst, *Requiem*, at the PinchukArtCentre on Damien Hirst [stamped signature] (c)Damien Hirst' to verso with 'Hirst' blindstamp.

\$2,000–3,000



182
DAMIEN HIRST b. 1965
Heart Spin Painting

2009 | acrylic on paper
21 h x 20 1/4 w in (53 x 51 cm)

Created with public collaboration at the Damien Hirst Spin Workshop to celebrate the opening of *Requiem* at the PinchukArtCentre, Ukraine. Bears Hirst stamped signature and inscription 'This painting was made by to celebrate the opening of Damien Hirst, *Requiem*, at the PinchukArtCentre on Damien Hirst [stamped signature] (c)Damien Hirst' to verso with 'Hirst' blindstamp.

\$2,000–3,000

183

SOPHIE DICKENS b. 1966
Graeco Roman Wrestlers II

2016 | bronze
8 3/4 h x 6 w x 4 1/2 d in (22 x 15 x 11 cm)
Incised signature and number to base 'SD 3/9'.
This work is number 3 from the edition of 9.

PROVENANCE: Sladmore Gallery, London
Private Collection, Pennsylvania

\$1,000–1,500

184

SOPHIE DICKENS b. 1966
Clean and Jerk

2015 | bronze
8 1/2 h x 17 1/2 w x 8 3/4 d in (22 x 44 x 22 cm)
Incised signature and number to base 'SD 8/9'.
This work is number 8 from the edition of 9.

PROVENANCE: Sladmore Gallery, London
Private Collection, Pennsylvania

\$1,500–2,500





185
DAMIEN HIRST b. 1965
Skull Spin Painting

2009 | acrylic on paper
27 h x 20 w in (69 x 51 cm)

Created with public collaboration at the Damien Hirst Spin Workshop to celebrate the opening of *Requiem* at the PinchukArtCentre, Ukraine. Bears Hirst stamped signature and inscription 'This painting was made by to celebrate the opening of Damien Hirst, *Requiem*, at the PinchukArtCentre on Damien Hirst [stamped signature] (c)Damien Hirst' to verso with 'Hirst' blindstamp.

\$2,000–3,000



186
DAMIEN HIRST b. 1965
Heart Spin Painting

2009 | acrylic on paper
20 1/4 h x 20 1/4 w in (51 x 51 cm)

Created with public collaboration at the Damien Hirst Spin Workshop to celebrate the opening of *Requiem* at the PinchukArtCentre, Ukraine. Bears Hirst stamped signature and inscription 'This painting was made by to celebrate the opening of Damien Hirst, *Requiem*, at the PinchukArtCentre on Damien Hirst [stamped signature] (c)Damien Hirst' to verso with 'Hirst' blindstamp.

\$2,000–3,000



187
DAMIEN HIRST b. 1965
Circle Spin Painting

2009 | acrylic on paper
20 1/2 dia in (52 cm)

Created with public collaboration at the Damien Hirst Spin Workshop to celebrate the opening of *Requiem* at the PinchukArtCentre, Ukraine. Bears Hirst stamped signature and inscription 'This painting was made by to celebrate the opening of Damien Hirst, *Requiem*, at the PinchukArtCentre on Damien Hirst [stamped signature] (c)Damien Hirst' to verso with 'Hirst' blindstamp.

\$2,000–3,000



188
DAMIEN HIRST b. 1965
Butterfly Spin Painting

2009 | acrylic on paper
19 3/4 h x 26 1/2 w in (50 x 67 cm)

Created with public collaboration at the Damien Hirst Spin Workshop to celebrate the opening of *Requiem* at the PinchukArtCentre, Ukraine. Bears Hirst stamped signature and inscription 'This painting was made by to celebrate the opening of Damien Hirst, *Requiem*, at the PinchukArtCentre on Damien Hirst [stamped signature] (c)Damien Hirst' to verso with 'Hirst' blindstamp.

\$2,000–3,000

TERMS AND CONDITIONS

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

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 creditworthiness 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. Rescission/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. 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

41. 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.

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

43. 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.

44. 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.

45. 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:

46. 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.

47. 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 \$250,000; (b) 20% of the Hammer Price (or part thereof) in excess of \$250,000 up to and including \$3,000,000; and (c) 12% of the Hammer Price (or part thereof) in excess of \$3,000,000. **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
23 June 2020
11 am eastern

RAGO
333 North Main St
Lambertville NJ 08530
ragoarts.com

To register to bid live by telephone, absentee
or online, visit ragoarts.com

BID DEPARTMENT
609 397 9374 | bids@ragoarts.com

ADDITIONAL BID ASSISTANCE
Eliane Talec | 609 397 9374 | eliane@ragoarts.com
Guy Benthin | 609 397 9374 | guy@ragoarts.com

CONDITION REPORTS
609 397 9374 | condition@ragoarts.com



