

# DOROTHEUM

SEIT 1707

## SOURCE

Tribal and Curiosity Sale  
Tuesday, 31st October 2017





SOURCE  
Tribal and Curiosity Sale

Tuesday, 31st october

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Tribal and Curiosity Sale

Tuesday, 31st october, at 2 p.m.  
Ludwigstorff-Saal

Palais Dorotheum,  
1010 Vienna, Dorotheergasse 17

## Viewing

Wednesday,	october 25,	10 a.m.–6 p.m.
Thursday,	october 26,	closed.
Friday,	october 27,	10 a.m.–6 p.m.
Saturday,	october 28,	9 a.m.–5 p.m.
Monday,	october 30,	10 a.m.–6 p.m.
Tuesday,	october 31,	10 a.m.–2 p.m.

Maria-Theresien-Saal

Auction results viewable online at [www.dorotheum.com/auktionstermine.html](http://www.dorotheum.com/auktionstermine.html)

**Price of catalogue** € 15

**Cover** Lot 64

**Cover backside** Lot 27, 92, 12

**Content editors** Joris Visser

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*Bank Austria, IBAN-account no. AT491200015012010000,  
BIC/swift code BKAUATWW*

*Please state invoice and customer number on bank transfer papers.*

## SOURCE

### Tribal and Curiosity Sale

The figures placed next to the lot descriptions indicate the estimated selling prices in EURO and USD Based on rates of exchange for US\$ as of 25 September 2017 (1 EURO = 1,1906 US\$). Amounts in USD serve as a guideline only. Bidding takes place in EURO. Please note that an additional premium of 2 % of the hammer price will be charged for lots sold after the sale.

We would like to remind you that a bidding paddle is required for bidding in the auction hall. Bidding paddles are available in the auction hall 30 minutes prior to the auction.

Due to recent legal changes only Asian elephant ivory may be imported into the USA. A confirmation that the relevant object is more than 100 years old and proof that the ivory in question is Asian elephant ivory need to be presented for such import. In practice, such proof can only be furnished by DNA analysis. Please note that we cannot provide any information whether a specific elephant ivory lot is African or Asian elephant. Furthermore, other countries may also incorporate such new policies in the future. Buyers thus need to be aware that it is their sole risk when purchasing ivory lots and their sole responsibility to obtain the relevant export/import documentation (in particular, a respective DNA analysis). As a consequence, buyers are not authorized to cancel their purchases in the event that they are unable to export or import such lots pursuant to respective export/import limitations as, for instance, in the case of the USA.

Die im Katalog angegebenen Beträge sind Schätzwerte in EURO und US\$. Umrechnungsbasis zum US\$ war der Tageskurs per 25. September 2017 (1 EURO = 1,1906 US\$). Alle im Katalog angegebenen Schätzwerte in US\$ sind gerundete Beträge und dienen ausschließlich zur Information. Bei der Auktion wird in EURO ausgerufen. Bitte beachten Sie, dass für Nachverkäufe eine um 2 % des Meistbots erhöhte Käufergebühr verrechnet wird. Für Auskünfte stehen unsere Experten zur Verfügung.

Wir möchten Sie daran erinnern, dass zum persönlichen Mitbieten im Auktionssaal eine Bieternummer notwendig ist. Diese erhalten Sie eine halbe Stunde vor der Auktion im Auktionssaal.

In Folge neuester gesetzlicher Änderungen darf nur Elfenbein des asiatischen Elefanten in die USA importiert werden. Darüber hinaus muss für den Import eine Bestätigung, dass das betreffende Objekt mehr als 100 Jahre alt ist und dass das Elfenbein von asiatischen Elefanten stammt, erbracht werden. In der Praxis kann nur die DNA-Analyse als solcher Beweis gelten. Bitte beachten Sie, dass wir keine Angaben machen können, ob ein bestimmtes Elfenbein-Los von afrikanischen oder asiatischen Elefanten kommt. Außerdem könnten auch andere Länder diese neuen Regeln in Zukunft erheben. Infolgedessen müssen die Käufer sich bewusst sein, dass es beim Kauf von Elfenbein-Losen ihr alleiniges Risiko ist und in ihrer alleinigen Verantwortung liegt, die relevante Export- und/oder Import-Dokumentation (insbesondere eine entsprechende DNA-Analyse) zu beauftragen. Die Käufer sind unter keinen Umständen berechtigt, die Ersteigerung von Auktionsobjekten rückgängig zu machen, wenn sie nicht in der Lage sind, solche Lose gemäß den jeweiligen Export- und/oder Importbeschränkungen zu exportieren oder zu importieren, wie zum Beispiel im Falle der USA.

## EXPERTE



Joris Visser

## CONTENTS

- 3 Viewing
- 4 Specialists and services
- 5 Specialists

## CATALOGUE

- 8 Mundus Sensibilis
- 50 Mundus Imaginabilis
- 144 Mundus Intellectualis

- 186 Conditions of sale by auction
- 194 Dorotheum locations



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# Mundus Intellectualis.





*“when compared with that deep and true music of the wise, whereby the proportions of natural things are investigated, the harmonical concord and the qualities of the whole world are revealed, by which also connected things are bound together, peace established between conflicting elements, and whereby each star is perpetually suspended in its appointed place by its weight and strength, and by the harmony of its lucent spirit”*

**-Robert Fludd (1574 –1637)**

For this catalogue, we chose to follow the ideas of Robert Fludd, a 16th century mathematician, astrologer, philosopher and a Rosicrucian. He developed a mystically inclined theory along with the philosophies of medicine and science. This was best illustrated through his concepts of the Macrocosm and Microcosm as the brain receives divine and imaginative images through the senses and the outside world. Each chapter in this catalog represents a step in the mind of this Paracelsian ancestor.



*“All our knowledge begins with the senses,  
proceeds then to the understanding,  
and ends with reason. There is nothing higher  
than reason.”*

***-Immanuel Kant, Critique of Pure Reason***

All cultures have analysed and theorized about how our minds work, giving it a sense of independence from the rest of our body. All this wondering and imagining happens in our minds. At the beginning, we are form. We are, like Paracelsus said, an extract from all the stars and planets of the whole firmament.



1

**Anatomical Model of the Human Eye,**

probably by Auzoux Paris, 19th century, painted papermache and glass, on black turned wood stand. Height c. 27 cm. (WU)

€ 1.500 – 2.000

US\$ 1.800 – 2.400





2 +

**A Xylothek collection,**

17 pieces, first half 20th century, book shaped (empty) wood samples with bark spines. Size c. 24 x 17 x 6,5 cm. (WU).

€ 2.000 – 3.000

US\$ 2.400 – 3.600





3

**Five botanical Models, Reinhold Brendel (1861–1927)**

Berlin c. 1900, all part of the series *Puccinia graminis* (Stem rust), painted wood, plaster and papier mache, mounted on turned and ebonized wood stand; small damages. height c. 25–56 cm. (WU)

€ 4.000 – 6.000

US\$ 4.800 – 7.100





3



4

**4**  
**Three Meteorites**

with two paper labels giving the origins Sahara and Argentina (Campe del Cielo).  
Dimensions c. 8 x 6 x 5 cm, 9 x 5,5 x 4 cm, and 13 x 10 x 12 cm, weights 382.2 g,  
436.4 g, and 2029.3 g. (WU).

€ 1.200 – 1.600

US\$ 1.400 – 1.900



Published: Tribal Arms  
Monographs, 1997

**5**  
**A fine 'Lobale' ceremonial sword, Democratic Republic of Congo.**  
58 cm high.

**Published:** 'Tribal Arms Monographs' Vol. 1 #2 Christian Gosseau 'Execution Knives  
and Derivatives', Tribal Art Brussels 1997, page 48 #57.(VJ)

€ 800 – 1.200

US\$ 950 – 1.400



5



6 +  
Nyanyosi figurative gravemarker, Burkina Faso.  
66 cm high.

**Provenance:** John Giltsoff. Private collection USA. (V)

€ 3.000 – 5.000

US\$ 3.600 – 6.000





7

**Exceptional central figure from a Mangbetu harp,  
Democratic Republic of Congo.**

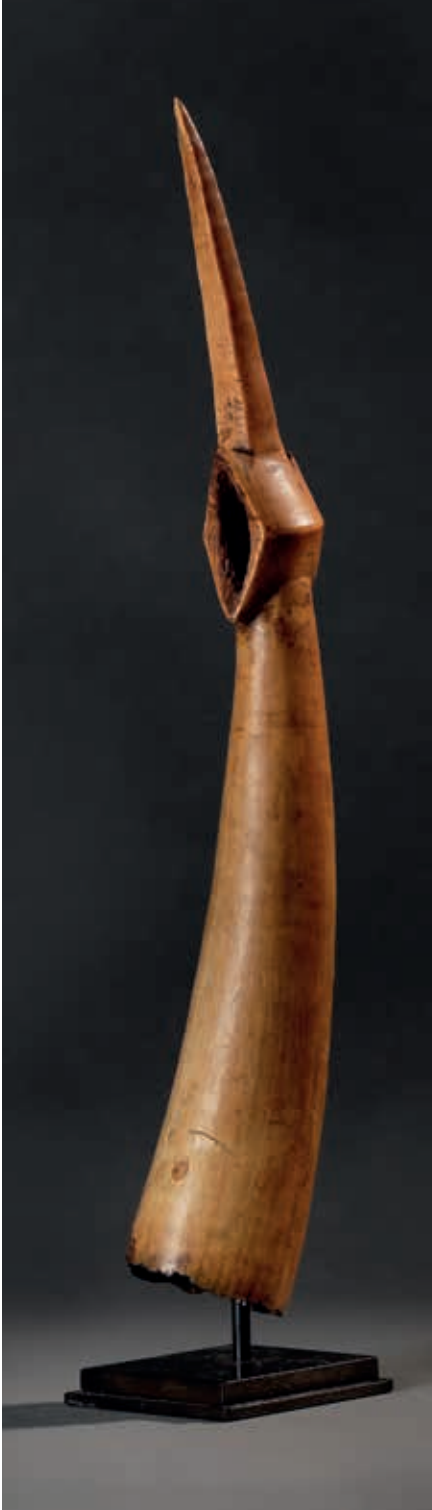
Harpes were essential to the musical tradition of the Mangbetu aristocratic court. In this string instrument a delicately modeled female face is the neck of the harp. The quality of the carving is among the most refined examples of Mangbetu statuary.

**Provenance:** Galerie Patrick & Ondine Mestdagh, Bruxelles.  
Collection J. Timmermans, Brussels. Approx. 38 cm high.  
Wood. (VJ)

€ 4.000 – 6.000

US\$ 4.800 – 7.100





8  
Mangbetu horn, Democratic Republic of Congo.  
50 cm. (VJ) ASA

€ 900 – 1.500

US\$ 1.100 – 1.800







9

**Mangbetu Tumburu hairpin, Democratic Republic of Congo.**

Ivory. 19th century. The aristocratic women of the Mangbetu wore elaborate reed-reinforced coiffures on elongated heads. Following a tradition of shaping their skulls by gentle pressure.

**Provenance:** Collection, New York, USA. (VJ) ASA

€ 1.000 – 1.400

US\$ 1.200 – 1.700





10

10

**3 Ivory spheroids, of unknown function.**

18th-19th century. 6 cm diam. each. (VJ) ASA

€ 1.200 – 1.600

US\$ 1.400 – 1.900

11

**Three Bénéitier-shell balls.**

Probably made for a curiosity cabinet, these three spheres were from the large mollusk, *Tridacna Gigas*. 19. Jh.? 10,5 cm diam. each.

**Provenance:** Noble Endicott Collection, New York, USA,  
Collection J. Timmemans, Brussels. (VJ)

€ 800 – 1.000

US\$ 950 – 1.200



12

**The geometrical Models**

c. 1900, painted tin, comprising a cone, a three, and a four sided pyramid;  
small damages. Height c. 40 cm. (WU)

€ 500 – 800

US\$ 600 – 950



13

A fine Boyken shell currency ring made from the *Tridacna Gigas*.

Papua New Guinea, 19th century. Diam. 20 cm.

Provenance: Belgian private collection. (VJ) ASA

€ 600 – 800

US\$ 710 – 950



13

14

A fine Boyken shell currency ring made from the *Tridacna Gigas*.

Papua New Guinea, 19th century. Diam. 20 cm.

Provenance: Belgian private collection. (VJ) ASA

€ 600 – 800

US\$ 710 – 950



14



15

**A very important Kikuyu shield 'Ndome',  
Democratic Republic of Congo.**

These shields are passed down from generation to generation. Both sides of these shields are decorated with abstract imagery. The reverse of the shield is always decorated with red, white and black 'teeth'. The front side of the shield is decorated with distinctive patterns that are changed for each generation of warrior. This individual pattern will be used for the young warrior to decorate his personal war shields. Circa 1900. 64 cm high. Painted wood. Yale University Archives#0123307-01.

Provenance: William Moore, Los Angeles, ca. 1960 - inv. no. 4665/P180 Galerie Patrick & Ondine Mestdagh, Bruxelles; Collection Monsieur J. C. T, Bruxelles.

Published: 'boucliers' Patrick and Ondine Mestdagh, Brussels Nov. 2012, Image #2.

Published: 'Forms and Functions' Patrick and Ondine Mestdagh, Brussels June 2014, Image #8. (VJ)

€ 22.000 – 26.000

US\$ 26.200 – 31.000







16

**Nok pendant, Nigeria.**

Between 500 BC. and 500 AD. 8 cm high. Terra Cotta. Unique pendant with four ancestral beings kneeling next to each other.

**Provenance:** Arte y Ritual, Madrid. Dr. Francine Maurer, Germany. Galerie Patrick & Ondine Mestdagh, Bruxelles. Collection J. Timmermans, Brussels.

**Published:** 'Matière' Patrick and Ondine Mestdagh, Brussels January 2013, image 21. (VJ)

€ 4.000 – 6.000

US\$ 4.800 – 7.100





17

**An exceptional Katsina regal figure, Nigeria.**

The great sophistication of Nok and Katsina terracotta remains as unknown tradition. It is likely to be a predecessor of the grand Ife period. This masterful relic is one of the great examples of an isolated period in the history of prehistoric Art. Between 500 BC and 500 AD. 46 cm high. Terra cotta. Comes with a TL certificate Alliance-Science-Art Ref. 11/12/14 TL 9194, Oct. 23rd 1993 and X-ray scan Dr. Marc Ghysels, Ref. 080407-2.

**Provenance:** Dr. Francine Maurer, Germany; Collection Monsieur J. Timmermans, Brussels. (VJ)

€ 10.000 – 12.000

US\$ 11.900 – 14.300





**18**

**Kupe'e palaoa. A rare royal wrist guard, Hawaii Islands. 18th century.**

A very delicate domed oval with deep creamy patina, pierced two times for the attachment of the woven bracelet. 6,2 cm large. Whale ivory.

Published: 'Paradise' Patrick and Ondine Mestdagh, Brussels June 2013, image # 19.

Provenance: Galerie Mestdagh, Bruxelles. Collection J. Timmermans, Brussels. (VJ) **ASA**

€ 4.500 – 5.500

US\$ 5.400 – 6.500



19

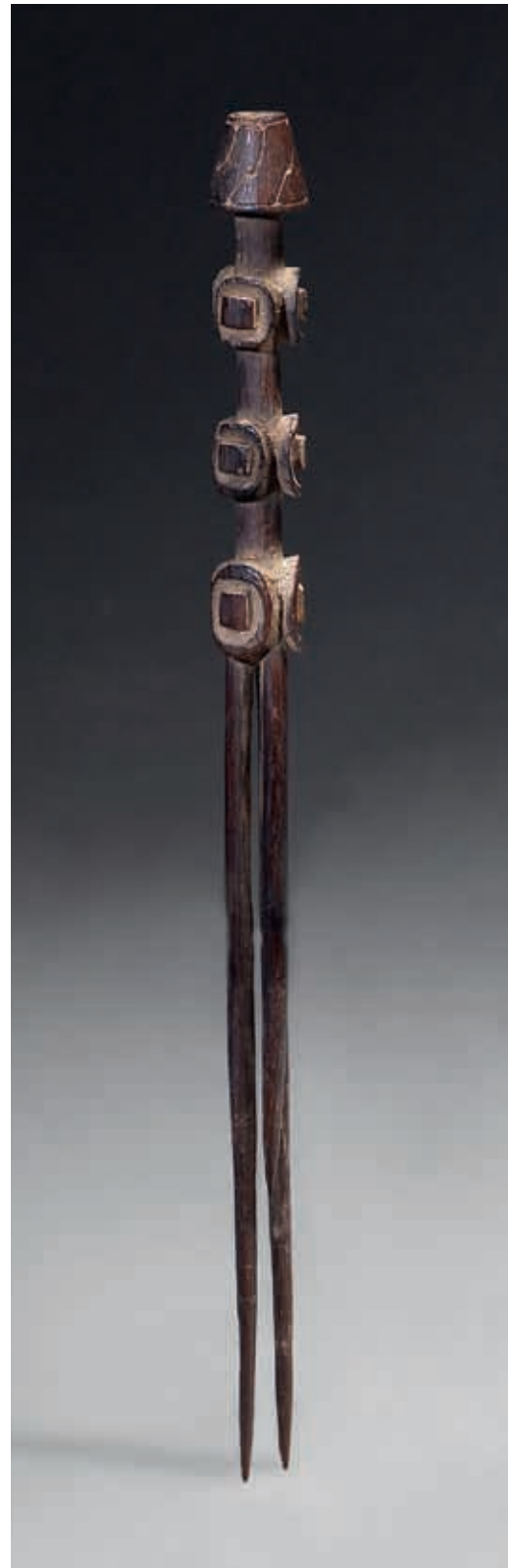
**Cannibal fork or Iculanibokola Fiji.**

22 cm high. Wood. 18th-19th century. The cannibal fork, or iculanibokola, was used by attendants during ritual feasts to feed chiefs and priests because they were not allowed to touch food with their hands. One of the most important ceremonies a chieftain participated in was the devouring of the enemy. Combining the significance of the event and the inability to use their hands, forks became a way to show power and influence. This example is finer and thinner than the more common bulbous ones.

**Provenance:** Collection Karin Van Leyden (Charlottenburg-Berlin 1906 - Lugano 1977) certified by her son Ragnar Van Leyden. Collection Monsieur J. Timmermans, Bruxelles. (VJ)

€ 3.000 – 4.000

US\$ 3.600 – 4.800





20

**20**  
**2 archaic pieces of jewelry,**  
**boar tusks and horn.**  
15,5 x 11 cm and 20 x 20 cm.

**Provenance:** Collection Karin Van Leyden  
(Charlottenburg-Berlin 1906 - Lugano 1977)  
certified by her son Ragnar Van Leyden.  
Collection J. Timmermans, Brussels. (VJ)

€ 1.400 – 1.600      US\$ 1.700 – 1.900



21

**21**  
**2 Ngere/Baoule Bracelets/Foot Rings,**  
**Ivory Coast.**  
14 and 9 cm diam. Bronze.

**Provenance:** Dr. Hans Himmelheber,  
Germany. Johannes Kaddatz, Hamburg.  
André Kirbach, Duesseldorf. Collection  
J. Timmermans, Brussels. (VJ)

€ 1.000 – 1.500      US\$ 1.200 – 1.800





22

**Exceptional Wosera knife, Papua New Guinea.**

27 cm high. Bone. 19th century. An extremely fine and delicate ceremonial dagger. These prestigious objects depict clan ancestors and were passed from generation to generation.

**Provenance:** Collection J. Timmermans, Brussels. (VJ)

€ 1.000 – 1.500

US\$ 1.200 – 1.800



23

**Wasekaseka. A fine Fijian whaletooth necklace composed of thirty tapered curved sections of whaleteeth, Fidji Islands.**

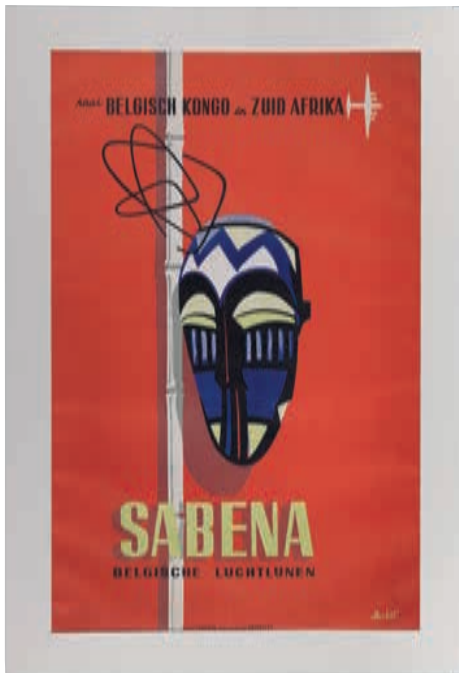
32 cm diam. Worn by Fijian chiefs, whale teeth symbolized their chiefly rank. These important objects of prestige were also used as ransom during Fijian wars, according to Clunie, former curator of the Fiji Museum.

**Provenance:** Collection Karin van Leyden (Berlin 1906 - Lugano 1977) certified by her son Ragnar Van Leyden. Collection J. Timmermans, Brussels. (VJ) **ASA**

€ 6.000 – 8.000

US\$ 7.100 – 9.500





24

24

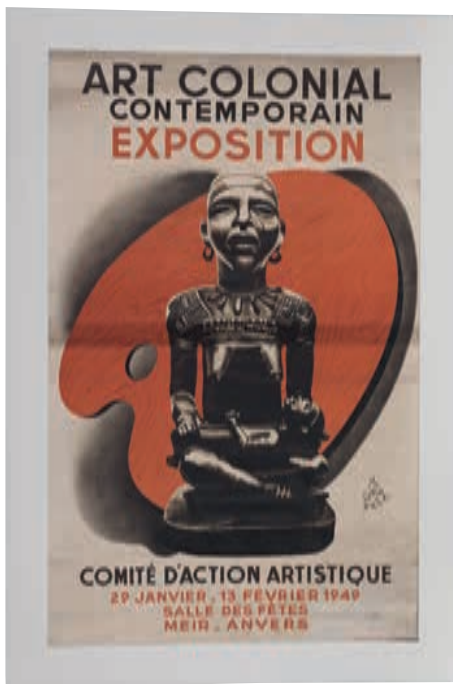
**Old Sabena Airlines poster.**

113,5 × 77,5 cm. A great graphic poster of Sabena, a stylized mask in deep blue against a vivid red background. In excellent condition, framed.

**Provenance:** Galerie Patrick & Ondine Mestdagh, Bruxelles. Collection J. Timmermans, Brussels. (VJ)

€ 1.400 – 1.800

US\$ 1.700 – 2.100



25

25

**Contemporary colonial art exhibition poster, 1949.**

In very good condition, framed. Art colonial contemporain.

**Provenance:** Galerie Patrick & Ondine Mestdagh, Bruxelles. Collection J. Timmermans, Brussels.

**Exhibited:** Comité d'action artistique  
29 janvier - 13 février 1949. Antwerp,  
Offset Fr. De Smet & zoon. 113,5 × 77,5 cm. (VJ)

€ 2.200 – 2.800

US\$ 2.600 – 3.300



26

Print representing the Sandwich Islands out of Thomas Cook history 1798. Depicted are the islands and the image of the killing of Captain Cook after he attempted to kidnap and ransom the king of Hawaii, Kalani'opu'u.

"..., 14 February 1779, Cook marched through the village to retrieve the King. Cook took the King by his own hand and led him willingly away. One of Kalani'opu'u's favorite wives, Kanekapolei and two chiefs approached the group as they were heading to the boats. They pleaded with the king not to go until he stopped and sat where he stood. An old kahuna (Priest), chanting rapidly while holding out a coconut, attempted to distract Cook and his men as a large crowd began to form at the shore. The king began to understand that Cook was his enemy. As Cook turned his back to help launch the boats, he was struck on the head by the villagers and then stabbed to death as he fell on his face in the surf. He was first struck on the head with a club by a chief named Kalaimanokaho'owaha or Kana'ina ) namesake of Charles Kana'ina) and then stabbed by one of the king's attendants, Nuaa. Note: Hawaiian Historical Society; Ingraham, Joseph; Meares, John; Cartwright, Bruce (1791). Extracts from Voyages Made in the Years 1788 and 1789. Note: O. Gananath (1997). The Apotheosis of Captain Cook: European Mythmaking in the Pacific. Princeton University Press. 80 x 50 cm.

Provenance: Collection J. Timmermans, Brussels. (VJ)

€ 1.500 – 2.000

US\$ 1.800 – 2.400



27

**Set of 16 expedition fotos, Lake Sentani, early 20th century.**

Glass photographic slides, many cracks. These are from an unknown expedition, probably Paul Wirz, who visited the Sentani lake region before the destruction of these magnificent houses by religious and colonial authorities.

**Provenance:** Collection Dr. Paul Faber Amsterdam. (VJ)

€ 600 – 800

US\$ 710 – 950



28

**An early split boar tusks armor decorated with fibre, nassa shells & poisonous abrus precatorious seeds.**

Wawapu, Aitape Region, Northwest Coast, Papua New Guinea. 19th Century. 27 cm.

Provenance: Kevin Conru, Brussels. Private Belgian Collection. (V)

€ 3.500 – 4.000

US\$ 4.200 – 4.800







29

Highland breast adornment, Papua New Guinea.

Shell and raffia. 39 cm diam.

Provenance: Kevin Conru, Brussels. Private Belgian Collection. (VJ)

€ 1.600 – 2.500

US\$ 1.900 – 3.000



30

**30**  
**Dan spoon, Ivory Coast.**  
47 cm high. Wood.

**Provenance:** Collection Uhoda, Belgium. (VJ)

€ 2.400 – 3.000

US\$ 2.900 – 3.600

**31**  
**Dan Spoon, Ivory Coast.**  
An early zoomorphic Dan spoon. 42 cm high. Wood.

**Provenance:** Baron Emmanuel de Paepe,  
Didier Claes, Bruxelles. (VJ)

€ 1.200 – 1.400

US\$ 1.400 – 1.700



31



32

An old and delicate splashboard from the Trobriand Islands. Circa 1900.  
59 x 34 cm. Wood.

**Provenance:** Collection van Bussel, Amsterdam. Collected in situ by  
Prof. Gerrits around 1930. (VJ)

€ 1.800 – 2.400

US\$ 2.100 – 2.900



*"Everything you can imagine is real."*

**-Pablo Picasso**

We all build our true world in our imagination. Like the aboriginals in Australia believe, our physical world is just a reflection of our imagination. Like a biologist creating a physical collection that corresponds to their world image by collecting specimens, like a painter creating images of the world around or like a philosopher asking questions that represent the boundaries of our thinking of reality, our imagination builds our reality.



33

**An Obstetric Practise Model**

Signed "Mathieu Paris", wooden torso with metal applications, incomplete. Size c. 70 x 62 x 36 cm. (WU).

€ 3.000 – 4.000

US\$ 3.600 – 4.800





34

**Anatomical Torso**

by Franz Josef Steger Leipzig Germany c. 1890, after a design by Carl Ernst Bock (1804–1874), painted plaster, maker's label on base; small damages. Height c. 64 cm. (WU)

€ 2.000 – 3.000

US\$ 2.400 – 3.600





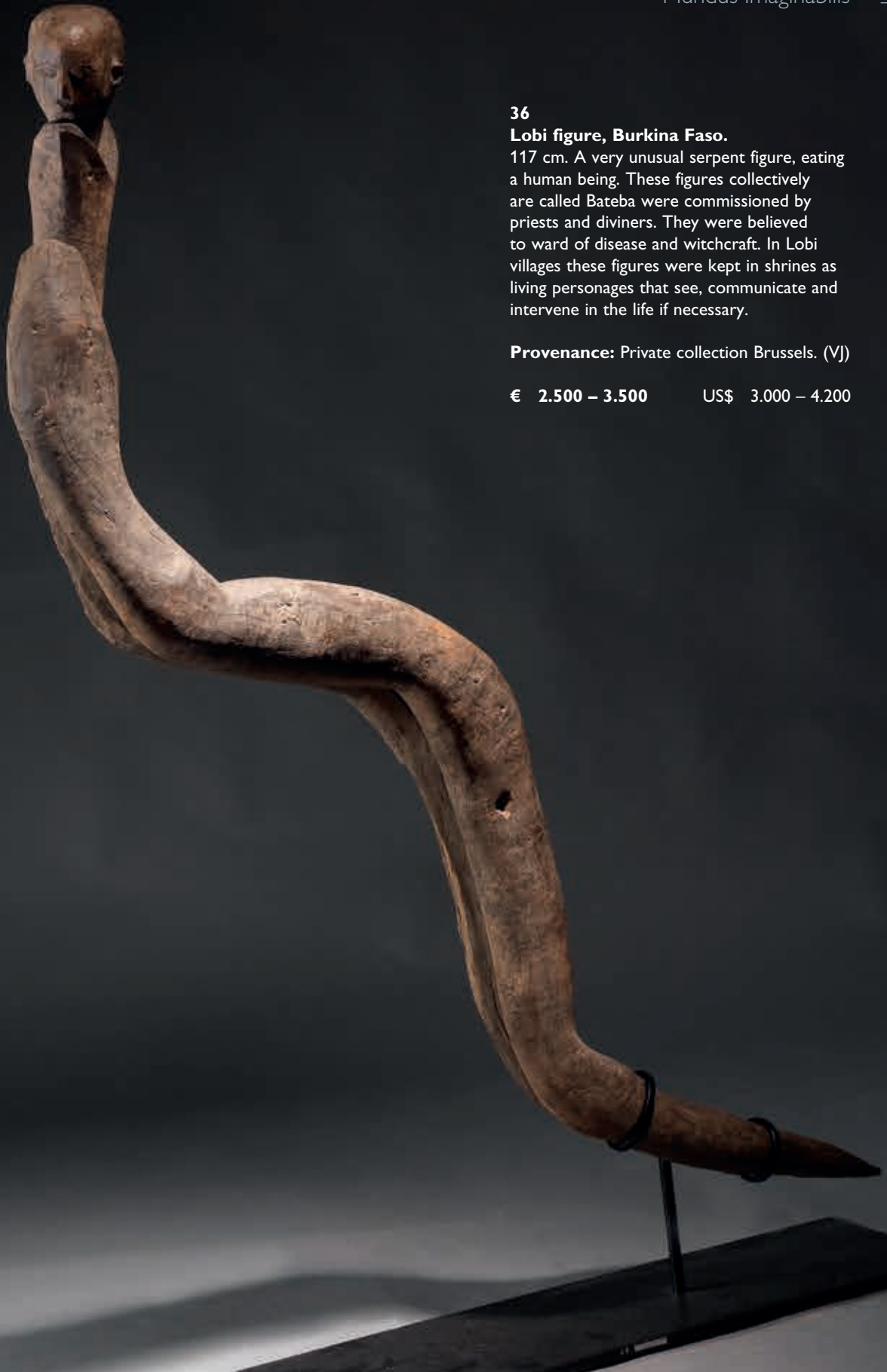


35  
Small Bamana figure, Mali.  
28,5 cm high. Iron.

Provenance: Prof. Dr. Evers. (V)

€ 700 – 1.000

US\$ 830 – 1.200



**36**

**Lobi figure, Burkina Faso.**

117 cm. A very unusual serpent figure, eating a human being. These figures collectively are called Bateba were commissioned by priests and diviners. They were believed to ward off disease and witchcraft. In Lobi villages these figures were kept in shrines as living personages that see, communicate and intervene in the life if necessary.

**Provenance:** Private collection Brussels. (V)

€ 2.500 – 3.500

US\$ 3.000 – 4.200



**37**  
A classic dance crest Tji Wara, Bamana, Mali.  
82 cm high. Early 20th century. Wood.

Provenance: Prof. Dr. Evers. (VJ)

€ 2.400 – 3.000

US\$ 2.900 – 3.600

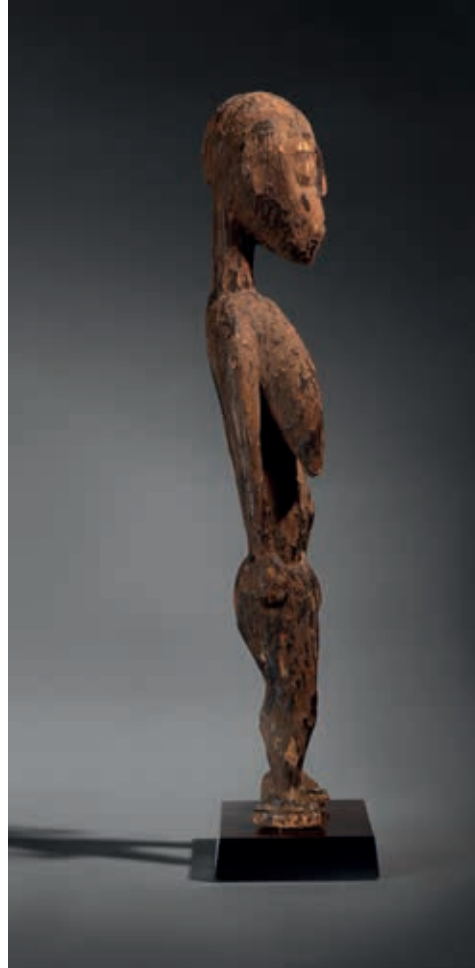
**38**  
Ntomo mask, Bamana, Mali.  
58 cm high. Wood. A very early and archaic Bamana  
initiation mask. This cubist mask with double pair of  
eyes has a deep rich patina, years of usage.

Provenance: Franco Monti, Milan; Prof. Dr. Evers. (VJ)

€ 6.000 – 8.000

US\$ 7.100 – 9.500





39

Female figure, Bambara, Mali.

51 cm high. Wood.

Provenance: John W. Monroe, Nevada; Prof. Dr. Evers. (VJ)

€ 4.000 – 5.000

US\$ 4.800 – 6.000

40

**Dogon mask 'Walu', Mali.**

The Dogon used this cubistic Walu mask during ceremonies to commemorate the origin of death.  
Early 20th century. 74 cm high.

**Provenance:** Herman Haan, Rotterdam;  
Private collection Amsterdam; Private collection Brussels. (VJ)

€ 2.500 – 3.000

US\$ 3.000 – 3.600



**41**

**Senufo daybed, Ivory Coast. 19th century.**

Senufo beds are among the most beautiful and elegant African designs. The elegance of this form enhances the sculptural quality of this functional work of art. This is likely the largest known Senufo day bed. This bed has a mostly flat surface with minimal adornments and a grand sloping headrest. Monumental tapering legs are carved from a single tree trunk. Only a very influential chief could have afforded the transport of such a giant tree. Rich brown/black patina, signs of indigenous repairs. Approx. 275 cm long, 108,5 cm broad, 89 cm high.

**Provenance:** Collection Peter Fuchs. (VJ)

€ 2.000 – 2.400

US\$ 2.400 – 2.900









42

**Stool. Burkina Faso/Mali.**

Wood. 27 x 51 x 41 cm. A fine and early example, late 19th century.

**Provenance:** Collection J. Timmermans, Brussels. (VJ)

€ 400 – 600

US\$ 480 – 710



43

**Early Baule mask, Ivory Coast.**

This is an example mask, shown by the mastercarver as an indicator of the portrait to be made. Wood, deep dark patina. 26 x 14 cm.

**Provenance:** Old New York private collection; Belgian private collection. (VJ)

€ 3.000 – 4.000

US\$ 3.600 – 4.800



44

**Moba Tchitchiri figure, Togo.**

A great abstract and early example of a Tchitchiri figure, used by the Moba as conduits in their Pantheon. This is a large figure made of very dense and heavy wood as it would have been made to be placed outside in the village. Wood. 119 cm high.

**Provenance:** Collection Uhoda, Belgium,

**Exhibited:** Afrika Museum Berg en Dal. (VJ)

€ 6.000 – 8.000

US\$ 7.100 – 9.500



45

**Gu mask, Guro Ivory Coast.**

In Guro culture three sacred masks center around Zamble, a mythical creature. He is complemented by his beautiful wife, Gu, represented here by the delicate features and solemn expression. Wood. 27 cm.

**Provenance:** Emil Storrer (1917–1989), Zürich, Switzerland. Collection Edith Hafter (1911–2001), Solothurn, Switzerland. Private collection Brussels.

**Exhibited:** 'Gouro: Sculpture de Génies', Galerie Charles-Wesley Hourdé, Paris. (VJ)

€ 8.000 – 10.000

US\$ 9.500 – 11.900



46

**An early Kpelie mask, Senufo.**

Senufo initiation association, called the Poro society, wore these small, finely carved face masks as insignia, the delicate face with geometric projections at the sides. Worn by men, the masks are considered feminine, and honor deceased Senufo elders with their grace and beauty. Around 1900. 31 cm high. Minor breaks.

**Provenance:** Acquired on the 'Puces', Paris.  
Laurent Dubois, France. Private collection Brussels. (VJ)

€ 5.000 – 7.000

US\$ 6.000 – 8.300



47

**A very early Goli Glin mask, Baule Ivory Coast.**

83 cm long. This mask represents the ancestor, symbolizing both destruction and rebirth. In western 20th century art history, it is associated with the Cubistic Period. Picasso had a similar mask in his collection, which was supposedly the model for the zoomorphic head of the 'Guernica'.

**Provenance:** Galerie Nicaud Paris, around 1960. (VJ)

€ 6.000 – 8.000

US\$ 7.100 – 9.500



48

**Baule baboon figure, Ivory Coast.**

52 cm. Formerly known as Gbekre, these ferocious figures are physical manifestations of invisible powers, both malignant and benign. They served their community through the mediation of diviners.

**Provenance:** Private collection Brussels. (VJ)

€ 4.000 – 6.000

US\$ 4.800 – 7.100









49

**Wurkun figure, Nigeria.**

47 cm high. Wood. An early example of a Wurkun ancestral figure.

**Provenance:** Anne and Jacques Kerchache collection. Collection Uhoda, Belgium. (V)

€ 4.500 – 5.500

US\$ 5.400 – 6.500



50

**A Great cubistic Izzi mask, Igbo.**

Reference Prof. Herbert Cole: IGBO Elephant spirit mask; 38 cm high; 50 cm wide. Called Ogbodo Enyi, these masks from northeastern Igboland (Izzi, Ikwo, Ezza) come in several sizes according to the age of the masker/dancer.

A young man would have danced with this figure during a village ritual of purification. Sacrifices would have been made to the drums which were considered the spiritual leaders of this cult, in succession, each masked male visited the major segments of a village group, starting with the youngest, ending with the eldest, who wore the largest masks. Like others of its type, this mask is pigmented with white riverine clay, black prepared from charcoal, and orange-red camwood.

Young women often applied orange-red camwood as part of coming-of-age rites. Men also used the color as a cosmetic to decorate their bodies for title-taking rites. The "elephant" of this mask is deliberately distorted, with the trunk (which is of course the elephant's nose) erupting from the forehead; the tusks are correctly placed beside the mouth as if coming out of it. A humanoid nose, in addition to the trunk-nose, indicates that this is a composite human/animal mask, and the deliberate lack of naturalism indicates that this is a spirit that is neither elephant nor human, but with aspects of both.

**Provenance:** Ex collection Serge Trullu, Nimes; Austrian private collection. (VJ)

€ 3.500 – 4.500

US\$ 4.200 – 5.400







51

**A classic Ikenga figure.**

The hands of this warrior balance the sword and the severed head, representing both wisdom and force. A similar figure is in the British Museum. 58 cm high.

**Provenance:** Austrian private collection. (VJ)

€ 2.500 – 3.500

US\$ 3.000 – 4.200

52

**A small Ikenga figure with deep old patina.**

Reference Prof. Herbert Cole: IGBO Ikenga 32c m high. The height of this ikenga shrine/altar suggests that it was commissioned by a mature man who had progressed three to four grades (out of seven in most places). This is typical in the Ozo title society in the north-central zone of Igbo territory, from which most ikenga of style originate. It is of the "classic" naturalistic type, a seated man with horns sprouting from his head. A large knife (locally called a "cutlass"), is held in his right hand, and a trophy head is held in his left hand. Sacrifices are made to ikenga altars by devout men, at least once every four days as well as before important events in a man's life such as a long journey, a land dispute or problems with family members. The ikenga is meant to protect its owner and guide him toward material and social success, including the taking of higher title, a fruitful harvest, and marrying a second wife. When successful, a man will thank his ikenga with an offering, such as a chicken or a goat. It appears that in the past, a man who prayed and sacrificed to insure success had only failure in life might destroy his ikenga for letting him down. In much earlier times, the warrior returned from battle with a trophy head, his evidence of success, the very trophy head carried in the left hand of the ikenga image. The Igbo are highly competitive people, but no longer take the heads of their enemies, only their money! See Cole and Aniakor 1984: 24–34, cole 2013: 24–28.

**Provenance:** Ex collection Serge Trullu, Nizza. Austrian private collection. (VJ)

€ 2.500 – 3.000 US\$ 3.000 – 3.600





53

**A great Igbo maiden mask with fine expression.**

Reference Prof. Herbert Cole: IGBO Maiden mask, 50 cm high, wood and pigments. A quite typical white-faced maiden mask with three crests, suggesting that it was made after about 1930. Stylistically this mask is likely from the Nsukka region in Northern Igboland. The mask, of a light wood shows considerable signs of use and wear including repairs. Maiden masks are called *ikorodo* in this region and in the Awka/Onitsha/Anambra valley to the south and west. These masks were danced in tightly-fitting body suits of multicolored applique cloth, and only by men, who caricatured the high-stepping style of girls' dancing. Masked dancers honoured marriageable girls and remote ancestors. White chalky color is a reference to pretty, pure, virginal young girls and symbolizes the presence of ancestors and the 'incarnate dead', who return to the human community to entertain and to be honoured by the living. The apparent contradiction is not problematic for the Igbo, whose masks are often ambiguous and ambivalent - this is part of the puzzle that masking often presents in African life. This mask is typical of this genre in the three semi-circular crests worn by young women. In fact hairstyles were never as complex and dramatic as these crests are, and seldom if ever had open spaces as seen on this and other masks of this type. These masks became exercises in carving virtuosity as artists competed to see who could create the most elaborate mask. No two are alike. See Cole and Aniakor 1984: 120-129 and Cole 2012: 226-233, for more information about these maiden masks.

**Biblio:** see Cole and Aniakor 1984: 117-128, Cole 2012: 227-233.

**Provenance:** Austrian private collection.(VJ)

€ 5.000 – 6.000

US\$ 6.000 – 7.100







54

**An early Montol, classic.**

Reference Prof. Herbert Cole: Montol figure, some small damage on right arm, 46 cm high. The Montol are a small (near the Goemai, Kantera, and Kulere) Benue Valley ethnic group living north of the river and northwest of the larger Mumuye populations. All these groups share a schematic, simplified style of human rendering, with naturalism recalled only in the main body parts, their locations and proportions. Like similat Montol figures it may have been housed in an oracular shrine of the Komtin cult where it was believed to dispense judgements. In earlier times these shrines were repositories of trophy skulls (Bems et al 2011: 282).

**Provenance:** Ex Collection E. Y. Develon.  
Austrian privat collection. (VJ)

€ 4.000 – 5.000

US\$ 4.800 – 6.000



55

**An Igbo Alusi figure.**

Reference Prof. Herbert Cole: Igbo Alusi figure, 103 cm high. From the north-central region of Igboland, probably south of Awka. A mid-sized male figure once housed with family members. This figure was created honoring and materializing the nature spirit (river, forest, eroded canyon, etc.), a market or a weekday (Nkwo, Orié, Afo, Eke). Alusi is the Igbo word for god or deity in the northern half of Igboland. Such male and female figures were dedicated to “all purpose” tutelary spirits or gods who brought abundant crops, good health, children, and overall prosperity. The figures were members of a god’s family (smaller figures were “children”), and usually they were all housed together in a single shrine near the center of the community. Occasionally they were dispersed among major lineages and housed in the meeting houses of titled elders within the compound of an extended family. The forehead scars, called *ichi*, indicate this deity to be a wealthy and prestigious titled person.

**Lit.:** Cole and Aniakor 1984:89–93, cole 2012: 34–35, 39–40, 54–57.

**Provenance:** Collection Paolo Morigi. Austrian private collection. (V)

€ 4.000 – 5.000      US\$ 4.800 – 6.000



**56**

**A large and archaic Mumuye figure,  
75 cm high.**

Reference Prof. Herbert Cole: This Mumuye figure in the Ebinger collection is of fine quality. It is slender and columnar, with elongated limbs. The torso appears quite thin from the frontal view, with three rhythmically disposed massive and volumetric units: the head, shoulder saddle, and pelvic zone. From the side view one notes the rhythmic "notching" of arms and legs - rough indications of joints. This is typical of the "Mumuye aesthetic". The "hooded" head, with long "ears" on either side, shows rather roughly carved facial features in a small face above a long neck. The arcing hood shape of the head is reiterated on a larger scale by the arms and shoulder saddle, and the verticals of ears and arms are echoed in the legs below, the space between which is a negative reflection of the torso above. This conception, a pleasing interplay of solid and void from the frontal view, lends quality and presence to this figure, and the somewhat irregular, angular rhythms of the side view also add to the artist's success in our eyes. Probably carved for use in shrines belonging to male-led cults dealing with a lot of varied situations: divination (for example, fortune telling, the recovery of lost property, determining causes of misfortune, disease or death), protection (for example from drought or human enemies), human and agricultural fertility and productivity, and healing. It is impossible now to determine the exact function of any one figure, and their names too are lost. One can say, then, that these figures functioned, with supernatural help, to promote health, welfare, and prosperity.

**Lit.:** Berns et al. 2011: 247–283.

**Provenance:** Collection Jacques Kerchache.  
Austrian private collection. (VJ)

€ 25.000 – 30.000

US\$ 29.800 – 35.700



57

**A unique ljaw Janus with two stylized crocodile heads.**

Reference Prof. Herbert Cole: ljaw (ljo) water spirit mask (no comparable masks found in literature) very fine smooth patina. Length 78 cm, 11,5 cm high. A Janus waterspirit headdress, probably a crocodile spirit, with wooden teeth inserted in open upper and lower jaws. The specific spirit's name and characteristics cannot be known without collection data, but the Janus treatment is unusual, and may possibly point to a spirit of greater than average power - the principle being either "two heads are better than one" or "two heads can see forward and backward at the same time." Such headdresses were lashed in a horizontal position atop the masker's head and were often decorated with feathers and/or strips of cloth; these sometimes obscured the headdress. Typically, wild animal spirits were "tamed" and made more civilized during performance, taking on more human and benign characteristics toward the end of the play. The surface patina of this headdress suggests considerable use over time, but just how old it is cannot be determined.

**Lit.:** see Anderson and Peek 2002.

**Provenance:** Trullu. Austrian private collection. (VJ)

€ 8.000 – 9.000

US\$ 9.500 – 10.700











58

**An exceptional Urhobo mask.**

A mask of sober beauty. The classical features including the crest, nose and mouth are much more abstract than in similar masks. 37 cm.

**Provenance:** Pace gallery New York, Yale reference. Austrian private collection. (VJ)

€ 8.000 – 9.000

US\$ 9.500 – 10.700

59

**A superb and early Afikpo mask.**

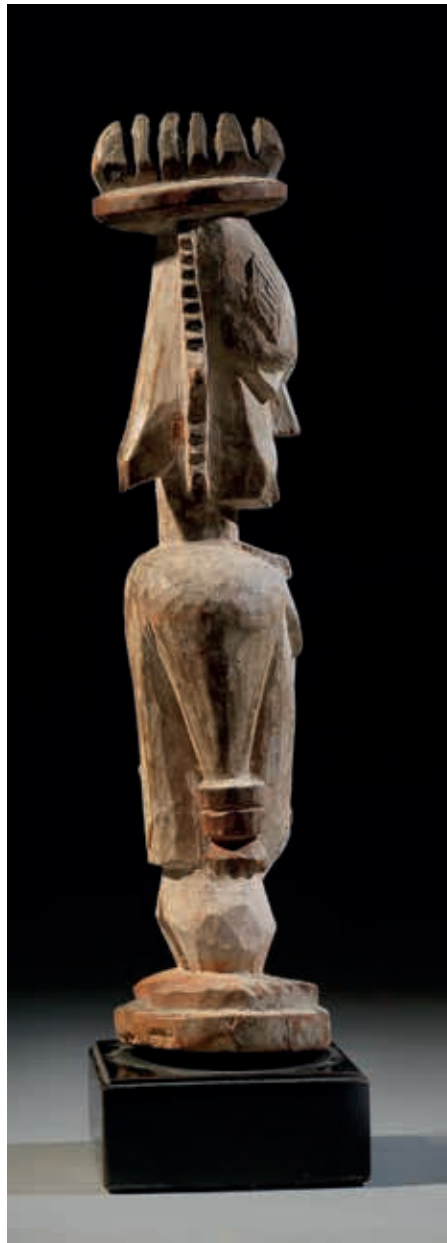
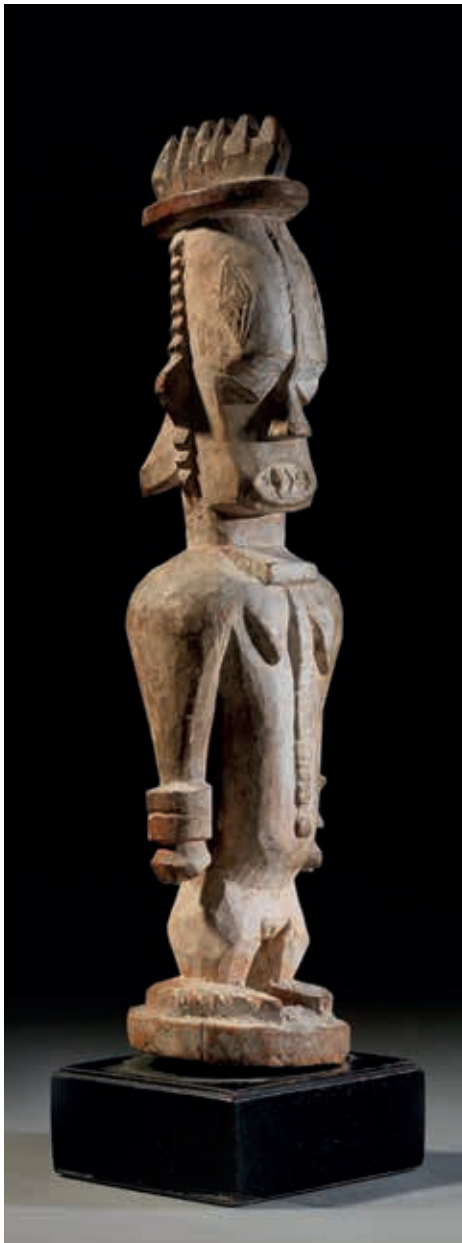
This early mask depicts the epitome of female beauty with strong linear carving and abstraction. Few examples of these rare masks are known of this quality and workmanship and this is a superb example. 17 cm high.

**Provenance:** Austrian private collection. (VJ)

€ 4.000 – 6.000

US\$ 4.800 – 7.100





60  
Urhobo figure, Nigeria.  
30 cm. (V)

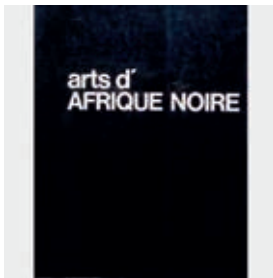
€ 1.500 – 2.500

US\$ 1.800 – 3.000



61  
Urhobo staff figure, Nigeria.  
Around 1900. 70 cm. Private collection  
Brussels. (VJ)

€ 2.000 – 3.000      US\$ 2.400 – 3.600



62

**Ibibio mask, Nigeria.**

A great abstract zoomorphic mask, early 20th century. 32 cm.

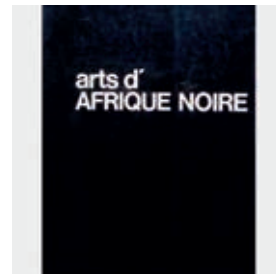
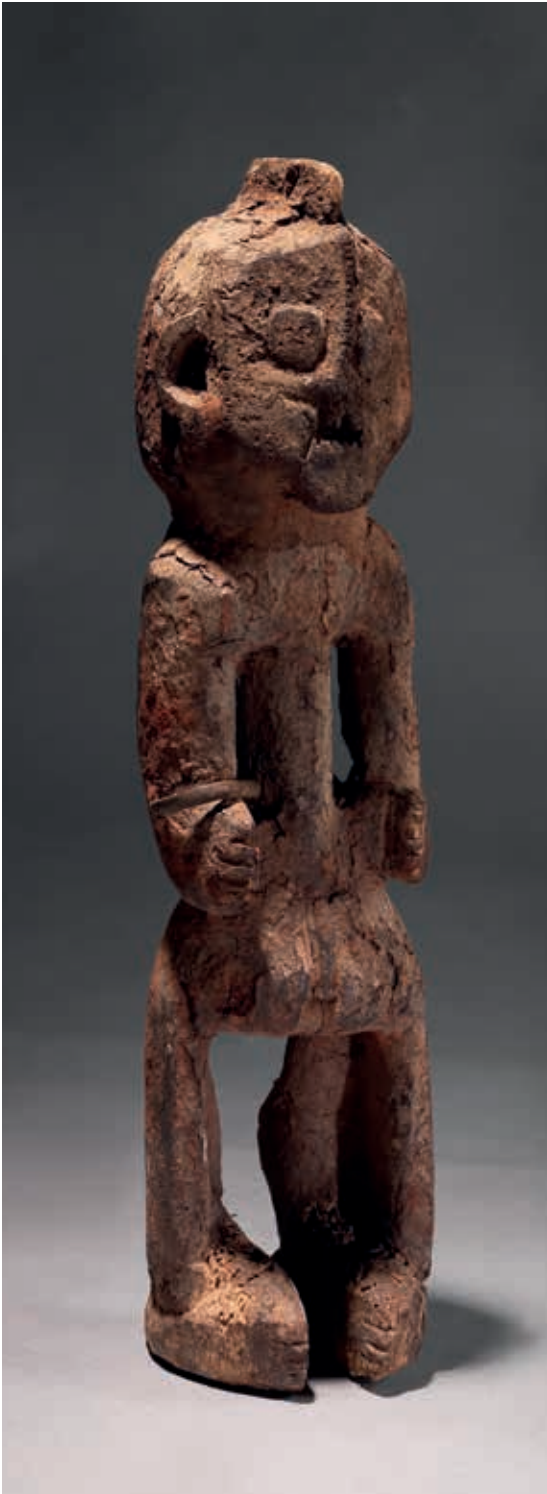
**Provenance:** Collection Comte S. du Chastel, Bruxelles.

**Published:** "Arts d'Afrique noire", 1976. Page 58. (V)

€ 3.000 – 4.000

US\$ 3.600 – 4.800





63

**Kaka (Yamba) healing figure, Cameroun.**

An early and archaic Kaka figure with extensive sacrificial patina. These magical figures are similar to the ones from the Mambila and Tikar neighbors but distinguish themselves with their deep tukula and magical sacrificial 'skin'. 19th century. 41 cm high.

**Provenance:** Collection Comte S. du Chastel, Bruxelles.

**Published:** "Arts d'Afrique noire", 1976, p. 102.. (VJ)

€ 8.000 – 12.000

US\$ 9.500 – 14.300









64

**Byeri Fang figure, Cameroun. Late 19th century.**

A seated figure with an elongated body, holding a sacred horn. The pure circular mouth emphasizes the fluent round shapes of the face. A closely related figure with a stylised coiffure and similar cubist face was collected in situ before 1894 by the German explorer Eugen Zintgraff and is today in the Ethnologisches Museum, Staatliche Museen zu Berlin, published in Einstein 1915: pl. 41. Of the small corpus of early collected Fang figures, all are of a similar dry patina. In addition, they all have long cylindrical bodies, short fleshy legs that seem draped around the lower torso, a straight, horizontal shoulder and large bulbous foreheads. The original protrusion that would have been fixed into the reliquary basket is cut at the same height as the feet to make it stand without a base. Part of the right arm is missing, the left shoulder, wrist and left leg have minor fractures. 44 cm high.

**Provenance:** Friedrich August Nauck was a member of the secret society 'Scharafia Dessavia' that exhibited ethnographic curiosities till disbanded by the Nazi regime. This was the only african piece in the collection, others are the gong and ivory box on the photograph. It's likely that it came through his cousin, doctor in tropical medicin Friedrich August Nauck, Hamburg; Collection Friedrich August Nauck (Riga 1885–1948 Dessau); Collection O. Rammelt. (VJ)

€ 24.000 – 30.000

US\$ 28.600 – 35.700







65

**Refined Mangbetu figurine, Democratic Republic of Congo.**

The Mangbetu people of North-eastern Democratic Republic of Congo impressed early travelers with their political institutions and their remarkable skills in the arts, as builders, potters, and sculptors. This figure's features are meticulously rendered through delicate modeling, incised graphic embellishments on the visage and body. The quality of the carving equals the most refined examples of Mangbetu statuary. Late 19th century. 28 cm high.

**Provenance:** Brought to Belgium before 1940 by a colonial administrator. Philippe Laeremans, Brussels. Private collection, Belgium. (VJ)

€ 7.500 – 9.000

US\$ 8.900 – 10.700



66

Schreiber, Ernest-Henri

Fils de Camille - Armand - Emile  
et de Anne - Marie - Catherine Marqué,

Né le 12 Août 1887

à Roulers

Profession antérieure. Commiss au greffe de 1<sup>re</sup> Instance de Bruxelles

Maré  
(célibataire)



CONNAISSANCES :

Il a fait un stage de cinq ans dans une étude

LANGUES

Qu'il parle : française - flamande  
Qu'il écrit : id. id.



66

Important Mangbetu figure, Democratic Republic of Congo. A very early collected Mangbetu royal figure.

This figure was carved as a royal portrait. Originally from the Soedan, the Mangbetu have bound skulls to indicate their position as a ruling class. Other finely carved regalia are large thrones, knives and musical instruments. 71 cm high.

Provenance: Collected by Ernest Schreiber, Magistrate in the Independent State of the Congo between 1890 and 1913. Bought from the estate of Mr. Moulard. Private collection Brussels. (V)

€ 60.000 – 80.000

US\$ 71.400 – 95.200





66



67

**Luba Shankadi prestige stool, Democratic Republic of Congo. Around 1900.**

This ornate stool belonged to a Luba chief. Luba leaders trace their ancestry to a dynasty of sacred kings, and Luba royal seats are intended to replicate an original seat of office owned by the progenitor of this divine lineage. Despite their functional form, royal stools are never used for sitting but are sacred regalia preserved within a king's palace. They serve as metaphorical, not literal, seats of kingship. The design of Luba 'seats of leadership' may either be abstract or figurative. Those incorporating female caryatids give expression to the Luba conception of the female body as a spiritual receptacle that supports divine kingship. The aesthetic refinement of the female body through elaborate skin ornamentation and coiffure serves as a metaphor for the civilization and refinement that Luba rulers disseminate within society. 50,5 x 26,5 cm. Light wood.

**Provenance:** English private collection. Sotheby's London, 1980, lot 166.  
Kevin Conru, Brussels. Private Belgian Collection. (VJ)

€ 10.000 – 12.000

US\$ 11.900 – 14.300







68

**Luba/Hemba helmet mask, Democratic Republic of Congo.**

This unusual mask reproduces the feature of the sculpture of the north-eastern Hemba. This mask was collected at Kabambare in the 1930s by the Roman doctor R. Sulsenti, at the time practicing in Congo. Wood, 23 cm high.

**Provenance:** Dr. R. Sulsenti, Rome, années 1930 Collection Alberto Galaverni, Parme.

**Published:** 49 Sculture Africane della Collezione Alberto Galaverni. Photographed by Mario Carrieri(1978). Karen Blixen (1981). La Mia Africa. Olivetti Milano, fig. 48. Emilio Tadini(1981). Mario Carrieri. Gabriele Mazzotta editore, Milano fig. 12. Exposé à: Milan, Padiglione d'Arte Contemporanea (1982). (VJ)

€ 8.000 – 12.000

US\$ 9.500 – 14.300



69

**A great Singiti Hema figure, Democratic Republic of Congo, early 20th century.**

This cubistic head is emphasized to show the source of knowledge, essential for an important chief. These figures were commissioned by high ranking chiefs to show the lineage to the collective ancestral history. Like many of the famous Hema ancestor figures, these regal figures are regarded as a paragon of classical African art. Wood. 68 cm high.

**Provenance:** Collected in the field by Joseph Christiaens before 1970. (VJ)

€ 14.000 – 18.000

US\$ 16.700 – 21.400





70

**Pende Wongo bowl, Democratic Republic of Congo.**  
20 cm high, 11,5 cm diam. Wood.

**Provenance:** Private collection, Switzerland. Collection  
Uhoda, Belgium. (VJ)

€ 5.000 – 6.000

US\$ 6.000 – 7.100





71

**A great Lele palm wine prestige cup, finely detailed.**

Lele cups would be presented and admired for their sculptural qualities before its contents were shared. This cup represents the patron who commissioned it. The face is well proportioned in its abstraction, with cubistic protruding eyes, nose and mouth. The expression is serene and controlled and shows the owners state of being. Signs of use, deep rich patina. Wood. 19 cm. high. Around 1900.

**Provenance:** Belgian colonial collection. (VJ)

€ 1.500 – 2.500

US\$ 1.800 – 3.000



72

An early Pende architectural mask, Democratic Republic of Congo.

46 x 20 cm. Wood.

Provenance: Collection Sansberg, Liege. (VJ)

€ 2.500 – 3.500

US\$ 3.000 – 4.200



73

**Pende mask, Democratic Republic of Congo.**

The Pende are particularly known for their complex carvings like this traditional mask, associated with initiation rituals. 29 cm.

**Provenance:** Colonial collection, Liège, before 1960.  
Private collection Brussels. (VJ)

€ 7.000 – 9.000

US\$ 8.300 – 10.700



74

An exceptional cubistic Bembe figure, Democratic Republic of Congo. Around 1900.

These statues represent bush spirits, used by the highest initiates of the Bembe secret society. This is a very early example of a Janus fetish. 26 cm high. Traces of polychrome. Wood.

**Provenance:** Ex James Willis, San Francisco, Collection Prof. Marc Franklin. (VJ)

€ 8.000 – 10.000

US\$ 9.500 – 11.900





75

**A very fine and early Lega mask, Democratic Republic of Congo.**

This is one of a pair, collected by Emiel Lambrechts. Formerly in the collection of Professor Pierre Gossiaux, professor of Anthropology at the University of Louvain. The other is presently in the Tervuren Museum. Clearly from the same hand, the well-defined arches are unusual for Lega masks, the finely accentuated eyebrow, forehead and chin in perfect harmony with the concave face. Old and new traces of kaolin are placed on top of each other, signs of wear and small indigenous restoration on the inner eye give this mask a great depth and finesse. 22 cm.

**Provenance:** Prof. Pierre Gossiaux, Liège. Collection Uhoda, Belgium. (VJ)

€ 14.000 – 18.000

US\$ 16.700 – 21.400





76

**Teke figure, Democratic Republic of Congo.**

A large and very important Bateke fetish figure with wood, old buttons, traces of sacrificial patina. 49 cm high.

**Provenance:** Colonial collection, France. Lucas Ratton, Paris. Private collection, Brussels. (VJ)

€ 20.000 – 25.000

US\$ 23.800 – 29.800







77 +

**An early Pende black ceremonial mother/child adze,  
Democratic Republic of Congo.**

A very fine example showing a female head with elaborate  
coiffure. Baby's arms are missing. 35,5 cm high.

**Provenance:** Edouard André (1833–1894), France. Renaud  
Vanuxem, Paris. Private collection USA. (VJ)

€ 5.000 – 7.000

US\$ 6.000 – 8.300





**78**  
**Important Nkisi Songye fetish,**  
**Democratic Republic of Congo.**

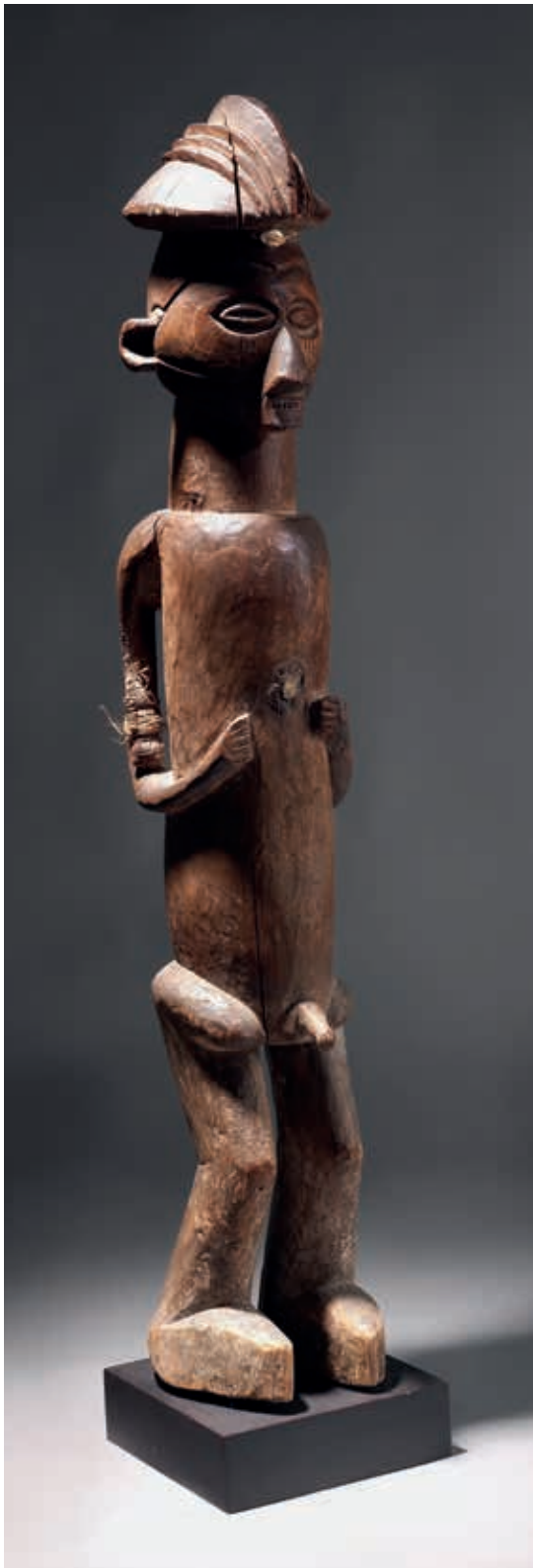
Similar to the other fetishes from the Christiaens collection, this large and potent figure is constructed in a cubistic style which conveys the solidity and strength of a protective ancestor-spirit. The diviner Nganga, has charged this carved figure with spiritual powers by attaching symbolic substances - animal, vegetable and mineral - into its head, abdomen and shoulders, and by attaching bundles of similar ingredients to its chest, neck and feet. An important power figure of this size is owned by the whole tribe and consulted during public ceremonies. Around 1900. 93 cm. Collected in situ by Joseph Christiaens senior.

**Provenance:** Joseph Christiaens, Brussels. Private collection Brussels. Three other large Nkisi figures from the same collection: Sotheby's London, December 11, 1978, lot 237; Alan Stone collection, 15 November 2013; The Robert Rubin Collection of African Art 13 May 2011. (VJ)

€ 30.000 – 40.000

US\$ 35.700 – 47.600





79

**A monumental Yaka fetish, Democratic Republic of Congo.**

A grand Yaka figure with original attachments and fetish material around the arms. Early 20th century. 97 cm high.

**Provenance:** Yan Ferrandin, Paris; Collection Patrick Sargos;

**Published:** Arts et traditions d'Afrique, Sargos 2010. The Yaka and Surrounding cultures, De Buck.

**Exhibited:** Afrique profane et sacré. Musée d'Aquitaine 1993. (VJ)

€ 18.000 – 24.000

US\$ 21.400 – 28.600



80

**Small nail fetish, Democratic Republic of Congo. Collected around 1900.**

Congolese fine dry nail fetish. Like many early collected fetishes, the missionaries did not like the well used, patinated figures with sacrificial patina. Most museums with 19th century collections show these relatively dry figures. 24 cm high. (VJ)

€ 6.000 – 8.000

US\$ 7.100 – 9.500







**81**

**Ngombe stool with nails, Democratic Republic of Congo.**

A chieftain's stool with a stylized figure in copper nails. 29 × 51 × 25 cm.

**Provenance:** Hubert Eslampanah, Brussels. (V)

€ 3.000 – 4.000

US\$ 3.600 – 4.800





82

**Yipwon Yimam, Korewori River region, Papua New Guinea.**

These magical figures were kept within the men's ceremonial house. The distinctive hook figures of the Yimam people of the Korewori River region in northeast New Guinea formerly played a central role in hunting and warfare. Depicting powerful spirits, the images served as vessels into which the spirits were called before a hunt or raid and presented with offerings. The Yipwon then went forth during the night to slay the souls of the game or human enemies, enabling the men to easily kill the actual animals or enemies the following day. Wood, 250 cm high.

**Provenance:** Collection Giulio Coltellacci, in Rome, Italy. A costume designer and art director, known for (among others) 'C'era una volta' (1967). Adrian Schlag, Brussels. Belgian private collection. (VJ)

€ 16.000 – 20.000

US\$ 19.000 – 23.800





83

**83**  
**Sepik mask, Papua New Guinea.**  
Painted wood. 62 cm high.

**Provenance:** Former collection Malcolm Davidson, Melbourne.  
Kevin Conru, Brussels. (VJ)

€ 2.200 – 2.600

US\$ 2.600 – 3.100

**84**  
**Gope shield, Elema Region, Papua New Guinea.**  
This nice specimen carries an original label. Painted wood,  
129 cm high. With original label.

**Provenance:** Collected in situ by Rudi Cesar. Kevin Conru,  
Brussels. (VJ)

€ 1.400 – 2.200

US\$ 1.700 – 2.600

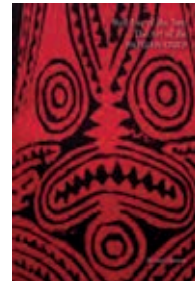




85



86



**85**

A very early UMUNU VIKI BULL-ROARER,  
Papuan Gulf.  
42 cm.

**Provenance:** Ex John Friede, Rye; Ex Michael  
Hamson.

**Published:** 'Red Eye of the Sun: The Art of the  
Papuan Gulf'. (VJ)

€ 1.800 – 2.200 US\$ 2.100 – 2.600

**86**

A very early UMUNU VIKI BULL-ROARER,  
Papuan Gulf.  
35 cm high.

**Provenance:** Ex John Friede, Rye; Ex Michael  
Hamson.

**Published:** 'Red Eye of the Sun: The Art of the  
Papuan Gulf'. (VJ)

€ 1.600 – 2.000 US\$ 1.900 – 2.400



87

**A very early musical Gope or UMUNU  
VIKI BULL-ROARER, Papuan Gulf.**

As very sacred objects, these whistle boards were called Imunu Viki, literally spirits weeping. They were kept hidden and only used by the highest members of secret societies when a chief died. 55 cm high.

**Provenance:** Ex John Friede, Rye;  
Ex Michael Hamson.

**Published:** 'Red Eye of the Sun:  
The Art of the Papuan Gulf'. (VJ)

€ 2.000 – 2.400

US\$ 2.400 – 2.900





88

**A very fine secret society initiation figure. Tolai people, Dukduk, New Britain.**

These figures were held by the initiates of a secret society of the Tolai people called Dukduk. The members of this secret society appear from the sea in large conical masks and tufted raffia skirts. They verify taboos as well as judge and execute offenders. The dancers, whilst wearing the tubuan masks, were regarded as divine beings whose judgement and actions could not be questioned. 32 cm high, wood. Early 20th century.

**Provenance:** Old American collection. Ex Michael Hamson.(V)

€ 2.800 – 3.200

US\$ 3.300 – 3.800





89 +

A large protective figure, West Nepal.  
105 cm high.

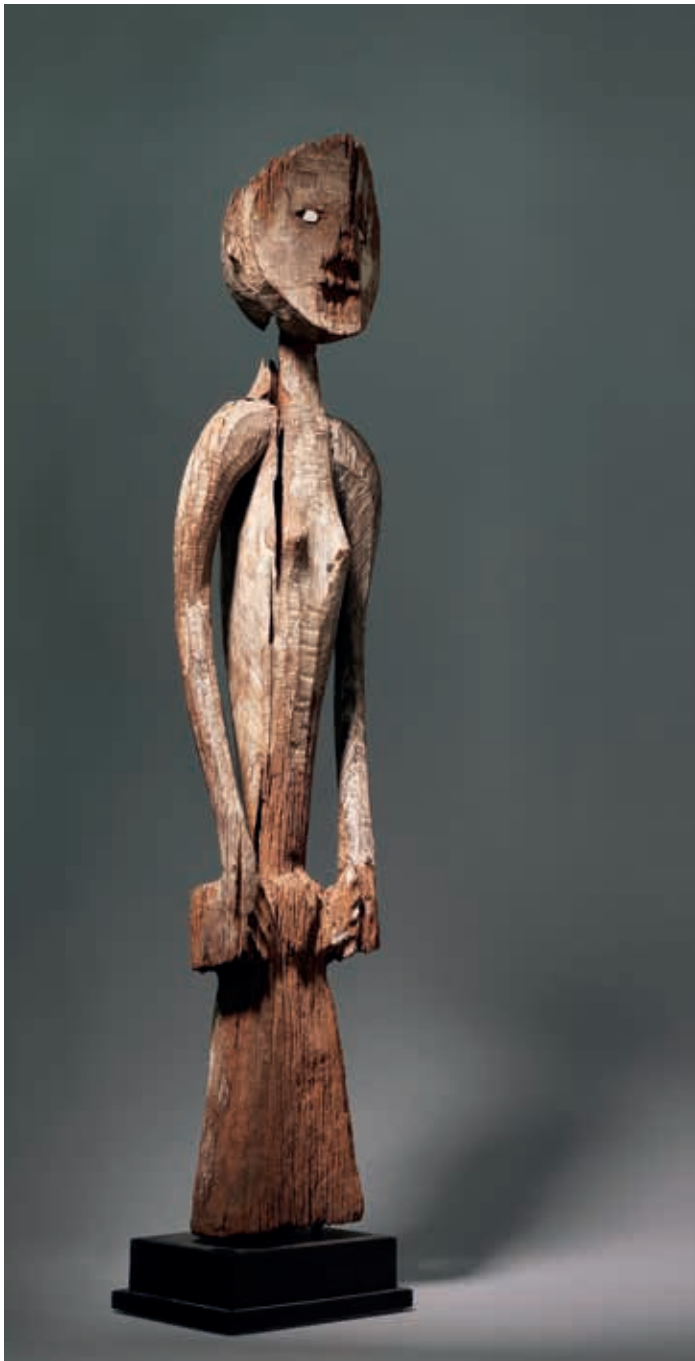
**Provenance:** Renaud Vanuxem, Paris. Private collection USA.

**Published:** 'La Statuaire Archaïque de l'ouest du Nepal',  
Galerie Vanuxem, Paris 2006. (VJ)

€ 8.000 – 12.000

US\$ 9.500 – 14.300





90

**A great abstract Hampatong figure.**

18th or 19th century, 84 cm high.

**Provenance:** Philipp Konzett, Vienna. (VJ)

€ 6.000 – 8.000

US\$ 7.100 – 9.500





91

**West Nepal votive figure.**

This is an important and early votive figure, used for worship and protection against negative influences. These figures represent figures of the local inhabitants. 19<sup>th</sup> century. Wood. 49 cm.

**Provenance:** Joaquin Pecci, Brussels, 2005.

Private collection Brussels. (VJ)

€ 6.000 – 8.000

US\$ 7.100 – 9.500







*“Curiosity is one of the most permanent and certain characteristics of a vigorous intellect.”*

**-Samuel Johnson**

Leonardo da Vinci made many drawings about the structural integrity of the skull, the architectonic dome that is perfectly made to protect our brains. His contemporaries were more interested in what happened inside our minds. How do we communicate, rationalise, and imagine? We are divine creators in our own cranial cavity, because in our imagination we can create whole new worlds.

For most tribes, the skull is just a communication device, like fetishes it is just an empty vessel waiting to be filled and charged. When it is full of magic through sorcerers, shamans or Nganga-fetichers, it can be used to communicate with other worlds.



92

A c. 1900 X-Ray photograph,  
probably Vienna, original gelatin silver print in large size,  
depicting a Human Skull. Size c. 29,5 x 38,6 cm. (WU).

€ 2.000 – 3.000

US\$ 2.400 – 3.600





93

**Boli wantie, Bamana, Mali.**

35 cm high and 40 cm long. These abstract magical figures, known as 'boli', represent an abstract buffalo. It has a wooden center and was then given libations, animal blood, spit and sediments. They are used by the Bamana secret societies to harbor Nyama or spirit energy that can be activated by the priests.

**Provenance:** Collection Prof. Dr. Evers. (VJ)

€ 5.000 – 6.000

US\$ 6.000 – 7.100





94

**94**  
A carved wood skull,  
Germany, 18th or 19th century, 13 x 15 cm, (MC)

€ 1.600 – 2.000

US\$ 1.900 – 2.400

**95**  
Old ventriloquists head. Northern America.  
Circa 1900. 42 cm high. Wood.

**Provenance:** Taylor Dale, Arizona. (VJ)

€ 1.000 – 1.200

US\$ 1.200 – 1.400







96

**Burma skeleton figure.**

Around 1900. Wood. 55 cm.

**Provenance:** Agnès Woliner, Paris.  
Private collection Brussels. (VJ)

€ 2.000 – 2.500    US\$ 2.400 – 3.000



97

**Skeleton figure, Ibibio Nigeria.**

A very rare standing figure. Skull shaped masks are known in the Ibibio corpus but seldom seen in figures. 19th century. 38 cm high.

**Provenance:** William Taylor, London.  
Private collection Brussels. (VJ)

€ 2.500 – 3.500

US\$ 3.000 – 4.200



98 +

**Kafigedjo oracle figure, Ivory Coast.**

Kafigedjo literally means 'he who speaks the truth'. These figures are used to unveil the truth, to uncover false testimonies and criminals. Feathers, cloth, mud. 49 cm high.

**Provenance:** Franco Monti, Ibiza. Joaquin Pecci, Bruxelles. Private collection USA. (VJ)

€ 5.000 – 7.000

US\$ 6.000 – 8.300





99

**Fon Figure (Bocio), Republic of Benin.**

Bocio literally means 'empowered cadaver'. These figures are related to the Vodun. Their sculptures are thought to protect humans and to empower them and help them achieve their goals. Agony style. 1900 early 20th century. Wood, fiber, metal. 29,5 cm high.

**Provenance:** Acquired in Nigeria before 1975. Collection Robert Azard. Anne and Jacques Kerchache collection. Collection Uhoda, Belgium. (VJ)

€ 1.800 – 2.400

US\$ 2.100 – 2.900





100

**Chamba fetish, Nigeria.**

A unique Leprosity fetish. 59 cm high.

**Provenance:** Private collection Brussels. Jo De Buck, Brussels. Dominique Coffignon, France. Olivier Larroque Nimes. Private collection Brussels.

**Published:** Expo cat.: 'Guérison: représentation et guérison', De Buck, September 10th-15th 2013.

**Exhibited:** Paris, 'Guérison: représentation et guérison', Parcours des Mondes. (VJ)

€ 7.000 – 8.000

US\$ 8.300 – 9.500







101

**Bamileke figure, Cameroun.**

This powerful Janus figure has an incredibly deep patina formed from decades use. Dirt and smoke have created a thick 'skin' that has protected it from insects. The animal figures are symbolic of royalty, chosen from a pantheon of animals imbued with power. The spider symbolizes longevity and wisdom. The leopards depict forcefulness and aggression. As a figure, it might have been independent like the Janus animal figures in the Kongo. 18th-19th century. 22 cm high, 32 cm long. Wood and organic matters.

**Provenance:** Anne and Jacques Kerchache collection.  
Collection Uhoda, Belgium. (VJ)

€ 10.000 – 14.000

US\$ 11.900 – 16.700





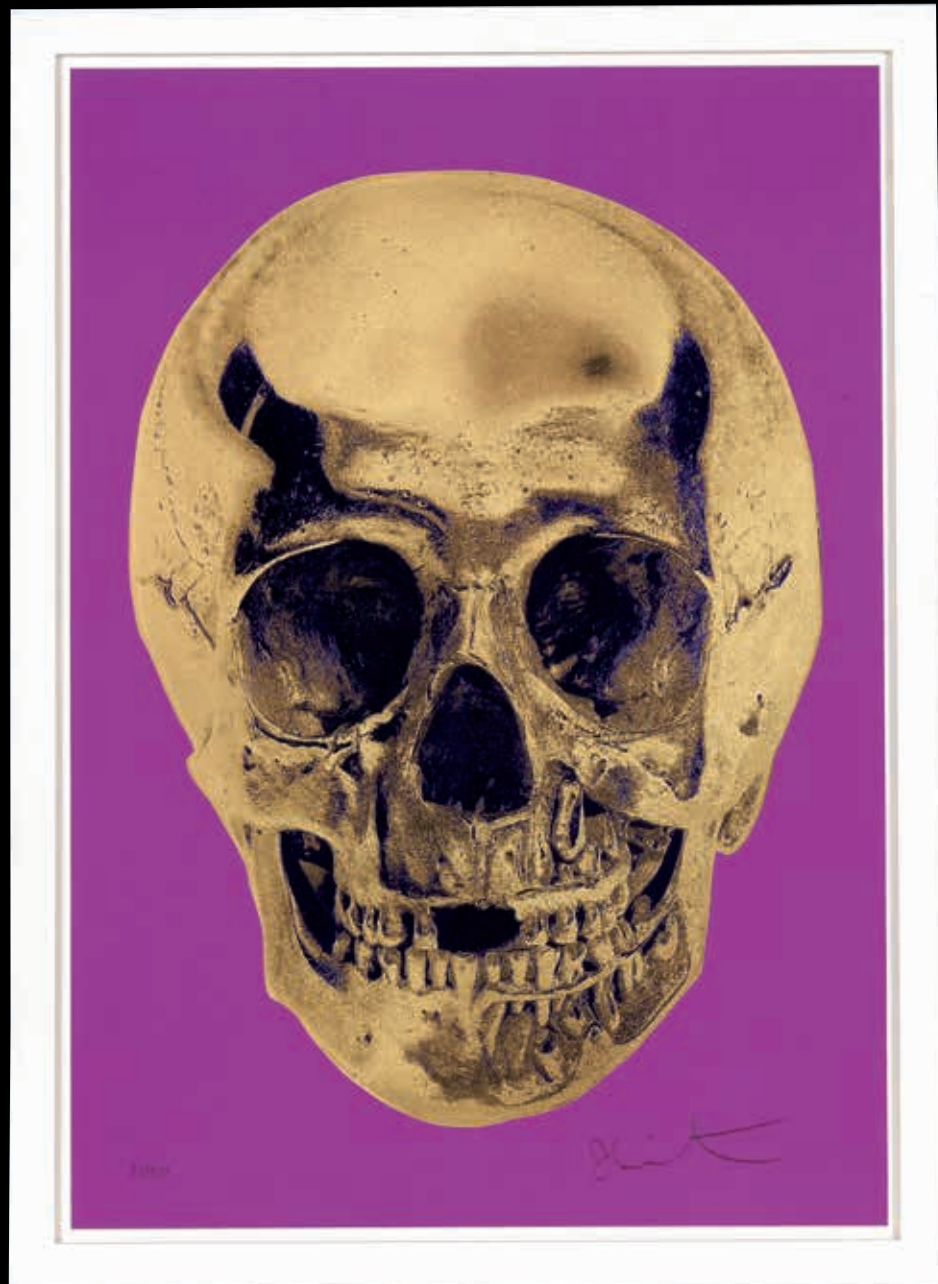
102 –

**Damien Hirst \***

(born in Bristol, GB in 1965) "Chilli Red Lime Green Skull", Foil blocking, signed by hand Damien Hirst, no. 6 from an edition of 15, 72 x 51 cm, framed

€ 7.000 – 9.000

US\$ 8.300 – 10.700



103 –

**Damien Hirst \***

(born in Bristol, GB in 1965) "Long Life Purple", Foil blocking in colour, signed by hand DHirst, no. 21 from an edition of 50, 50 x 35 cm, framed

€ 5.000 – 6.500

US\$ 6.000 – 7.700



104

**Borneo-Dayak-Melawi, Half trophy skull with engraving.**  
Bone. 14 cm high.

**Provenance:** Private collection, Antwerp. Important European collection.

**Exhibited:** "L'intime, le collectionneur derrière la porte", La Maison Rouge, Paris 2004. (JV)

€ 5.000 – 7.000

US\$ 6.000 – 8.300





105

**Borneo-Dayak-Kayan, Trophy skull.**

Eyes inlaid with clay and metal pins. 15 cm high. Bone, vegetables, fibres, feathers, metal.

**Provenance:** Private collection, Antwerp. Important European collection.

**Exhibited:** "L'intime, le collectionneur derrière la porte", La Maison Rouge, Paris 2004. (VJ)

€ 6.000 – 8.000

US\$ 7.100 – 9.500





106

Philippines - Ifugao, trophy skull and pig skull and underjaw tight on wooden board.  
Bone, wood, vegetable fibres. 22 cm high, 68 cm large.

**Provenance:** Private collection, Paris. Important European collection.

**Exhibited:** "L'intime, le collectionneur derrière la porte", La Maison Rouge, Paris 2004. (V)

€ 4.000 – 6.000

US\$ 4.800 – 7.100



107

107

**Nigeria-Ekoi-Ejagham, Cephalomorphic headdress made of a human skull covered with skin and human hair.**  
21 cm high. Bone, wood, vegetable fibres, hair, skin, shells.

**Provenance:** Y. Develon collection Paris. Important European collection.

**Exhibited:** "L'intime, le collectionneur derrière la porte", La Maison Rouge, Paris 2004. (VJ)

€ 5.000 – 7.000

US\$ 6.000 – 8.300

108

**South America Shuar (Auca), Ceremonial shrunken head (Tsantsa).**

Like the earlier Nasca, see lot 119, the Jivaro practised head taking and sown the lips to keep the spirit inside, with a carrying cord attached through the forehead. Skin, hair, vegetable material. 12 cm high.

**Provenance:** Private collection, Köln. Important European collection.

**Exhibited:** "L'intime, le collectionneur derrière la porte", La Maison Rouge, Paris 2004. (VJ)

€ 15.000 – 18.000

US\$ 17.900 – 21.400





109

Nigeria-Ekoi-Ejagham, Cephalomorphic headdress made of a human skull covered with skin and human hair.

Bone, wood, vegetable fibres, hair, skin. 25 cm high.

**Provenance:** Private collection, Paris. Important European collection.

**Exhibited:** "L'intime, le collectionneur derrière la porte", La Maison Rouge, Paris 2004. (VJ)

€ 5.000 – 7.000

US\$ 6.000 – 8.300



110

**Nigeria-Ekoi-Ejagham, cephalmorphic headdress made of a human skull covered with clay and organic material.**

Bone, wood, vegetable fibres, copper wire.  
34 cm high.

**Provenance:** Private collection, France.  
Important European collection. (VJ)

€ 3.000 – 5.000

US\$ 3.600 – 6.000



111

**111**  
New Guinea - Sepik River, overmodelled upper part  
of a human skull.

Dark brown patina, with inlay of cauri shells and hair.  
Collected in 1950. 16,5 cm high.

**Provenance:** Private collection San Francisco.  
Grusenmeyer, Brussels. Important European collection.

**Exhibited:** San Francisco State University Museum.  
"L'intime, le collectionneur derrière la porte", La  
Maison Rouge, Paris 2004. (VJ)

€ 7.000 – 9.000

US\$ 8.300 – 10.700



112

**112**  
New Guinea - Sepik River, overmodelled human  
skull with shell inlay eyes.

The top of the head inlaid with shells, with traces  
of brown and white polychrome. 22 cm high, 17 cm  
large.

**Provenance:** Private collection San Francisco.  
Grusenmeyer, Brussels. Important European collection.

**Exhibited:** San Francisco State University Museum.  
"L'intime, le collectionneur derrière la porte", La  
Maison Rouge, Paris 2004. (VJ)

€ 9.000 – 12.000

US\$ 10.700 – 14.300

113

**New Guinea - Sepik River, overmodelled human skull.**

Brown patina with traces of white and brown polychrome, inlay of cauri shells and hair. 21 cm high. Collected in 1950.

**Provenance:** Private collection, Dortmund. Important European collection.

**Exhibited:** "L'intime, le collectionneur derrière la porte", La Maison Rouge, Paris 2004. (VJ)

€ 6.000 – 8.000

US\$ 7.100 – 9.500





114

**Tibet, Kapala. Ritual libation vessel.**

Upper part of a human skull. 17 cm long, 14 cm large.

**Provenance:** D. Abeloos, Schellebelle. Important European collection. (V)

€ 700 – 900

US\$ 830 – 1.100





**115**

**India - Nagaland. Trophy skull decorated with mithun horns.**  
Human skull, horns, fibre. 28 cm high, 45 cm large.

**Provenance:** Niagara Falls Museum collection. Bill Jamieson, Toronto.  
Important European collection.

**Exhibited:** "Schaedel - Ikone. Mythos. Kult". Volklinger-Hutte Museum,  
Volklinger July 2015-April 2016.

**Published:** 'Schaedel -Ikone, Mythos, Kult'. Volklinger-Hutte Museum.  
p. 47, 146. (VJ)

€ 10.000 – 12.000

US\$ 11.900 – 14.300





116

**116**  
New Guinea - Papuan Gulf - Elema Vailala River,  
ancestral skull.

Bone, rattan, shells, feathers, net bag and cloth.  
44 cm high.

**Provenance:** Henri Verne Collection, Brussels.  
Important European collection. (VJ)

€ 6.000 – 8.000                      US\$ 7.100 – 9.500

**117**  
New Guinea - Asmat, Ancestor skull.

Bone, shell, vegetable fibres, cassowary feathers,  
seeds. 39 cm high.

**Provenance:** Private collection Brussels. Important  
European collection. (VJ)

€ 8.000 – 10.000                      US\$ 9.500 – 11.900





**118**

**Chancay culture, Peru, Huacho,  
800–1000 AD.**

A very good three-dimensional mask, as opposed to most Peruvian masks which are relatively flat. The abstraction and plasticity of this portrait mask, makes it a very good example. 28 cm high.

Private collection Brussels (VJ)

€ 4.000 – 6.000

US\$ 4.800 – 7.100





119

Peru - Nasca, trophy head.

A very complete headhunters trophy, the lips were sealed to keep the spirit of the victim inside. The images of these ceremonies were known from the well-preserved pottery, see image. But not until 1915 were the first real heads found. 23 cm high.

**Provenance:** Private collection. Important European collection.

**Exhibited:** "Inca's Capac Hucha" Wereldmuseum Rotterdam 07/2010–12/2010.

**Published:** Cat. Incas's Capac Hucha, 2010 Page 137. (V)

€ 10.000 – 12.000

US\$ 11.900 – 14.300





120

**Skull house, Solomon Islands.**

66 cm high. Wood and organic matters. Priests would live in 'spirit houses' and when they died, their bodies were left to decompose. Gifts of shells were brought to create a 'house of skulls'.

**Provenance:** Former collection Kevin Conru, London.

**Published:** 'Solomon Islands Art. 5 continents', 2008. (VJ)

€ 6.000 – 8.000

US\$ 7.100 – 9.500





121

Solomon Islands, skullhouse in bamboo, ornate with shell ornaments.  
Bone, shells, vegetable fibers. 32 cm high.

Provenance: Kevin Conru Brussels. Important European collection. (VJ)

€ 8.000 – 12.000

US\$ 9.500 – 14.300



122

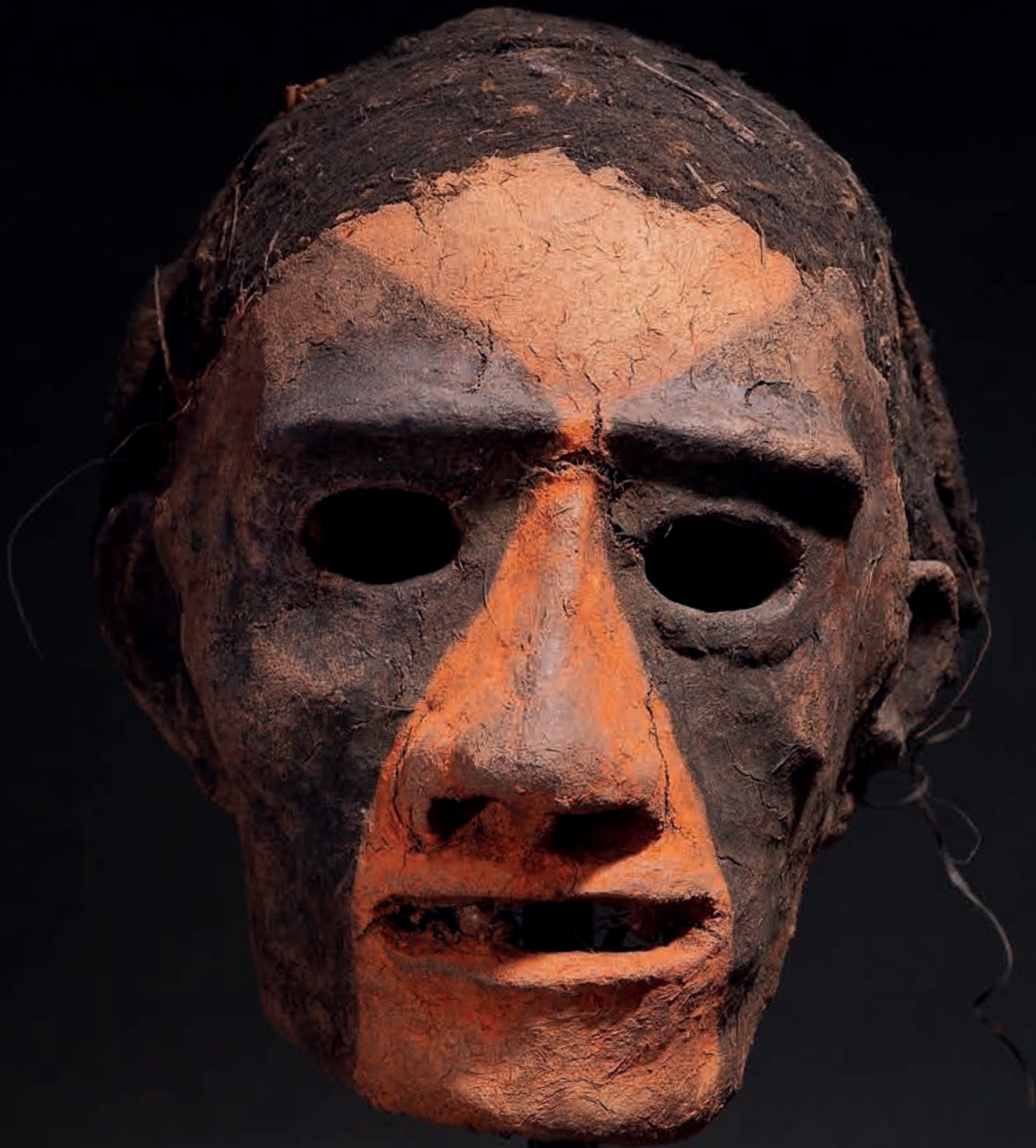
**New Hebrides - Vanuatu - Small Nimbas, human skull.**

Overmodelled with clay and painted in black and red. Bone, clay, spiderweb. 22 cm high.

**Provenance:** Galerie Dodier, Paris. Important European collection. (VJ)

€ 6.000 – 8.000

US\$ 7.100 – 9.500



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Bei den Beschreibungen wird entweder der Ausrufpreis oder die vom Sachverständigen als Orientierungshilfe angenommene Preisspanne, innerhalb derer von ihm das Meistbot erwartet wird, jeweils in EURO, angegeben.

Die Ausbietung beginnt in der Regel bei der Hälfte des unteren Schätzwertes, wobei sich dieser Rufpreis bis hin zum unteren Schätzwert bewegen kann. Gestei- gert wird in der Regel um ca. 10% des Ausrufpreises bzw. des letzten Angebotes. Zuschläge sind auch unter der Meistbotenerwartung des Experten möglich und erfolgen an den Meistbietenden, es sei denn, dass ein mit dem Einbringer vereinbarter Mindestpreis nicht erreicht wurde. Erfolgt anlässlich der Ausbietung eine sukzessive Herabsetzung des Ausrufpreises, beginnt der Steigerungsvorgang mit dem ersten gültigen Gebot. Wird lediglich von einem Bieter ein Gebot abgegeben, erhält dieser Bieter den Zuschlag. Die Zuschlagserteilung kann vom Eintritt von Bedingungen abhängig gemacht werden.

Die Entscheidung über die Annahme eines Gebotes, bei Meinungsverschiedenheiten, bei behaupteten Mehrfachangeboten, wenn ein Gebot übersehen oder nicht wahrgenommen wurde oder sonst unbeachtet blieb oder der Auktionsleiter sich über das Vorliegen oder Nichtvorliegen eines Gebotes in einem Irrtum befand, obliegt ausschließlich dem DOROTHEUM. Das DOROTHEUM ist aus diesen Gründen berechtigt, einen schon erteilten Zuschlag in der Auktion oder innerhalb von 3 Werktagen danach aufzuheben und den Gegenstand in derselben oder einer späteren Auktion neuerlich auszubieten.

Bei allen Objekten werden zum Zuschlagspreis (Meistbot) noch hinzugerechnet:

- Käufergebühr (Aufgeld)
- Umsatzsteuer
- eventuell anfallende Folgerechtsumlage (im Katalog mit einem \* gekennzeichnet)

**Die Käufergebühr beträgt bei:**

- a) **differenzbesteuerten Objekten** (keine besondere Kennzeichnung im Katalog/in der Beschreibung) sowie **Vermittlung** (im Katalog/in der Beschreibung mit „V“ gekennzeichnet):
  - bis zu einem Betrag von EUR 100.000: 25% vom Meistbot
  - für den EUR 100.000 übersteigenden Betrag: 22%
  - für den EUR 600.000 übersteigenden Betrag: 15%

In diesen Fällen enthält die Käufergebühr bereits die gesetzliche Umsatzsteuer (Beispiel am Seitenende)

- b) **vollbesteuerten Objekten** (im Katalog/in der Beschreibung mit einem „+“ für 20% USt, „-“ für 13% USt oder „#“ für 10% USt gekennzeichnet):
  - bis zu einem Betrag von EUR 100.000: 20,84% vom Meistbot
  - für den EUR 100.000 übersteigenden Betrag: 18,34%
  - für den EUR 600.000 übersteigenden Betrag: 12,5%

In diesem Fall (b) wird die gesetzliche Umsatzsteuer vom Gesamtpreis (Meistbot zuzüglich Käufergebühr und evtl. Folgerechtszuschlag) berechnet und dem Gesamtpreis hinzugerechnet. (Beispiel am Seitenende)

Bei Objekten, die durch **Vermittlung** („V“) verkauft werden, ist die Rückvergütung der Umsatzsteuer für Lieferungen in Drittländer nicht möglich.

Nur bei Verkäufen von nichtbezeichneten Objekten und von Objekten, die mit „+“, „-“, oder „#“ bezeichnet sind, wird die Umsatzsteuer rückerstattet, wenn der Verkauf in ein Nichtmitgliedsländ der Europäischen Union (Drittland) erfolgt und die gesetzlichen Voraussetzungen vorliegen sowie der Ausfuhrnachweis erbracht wird.

Lieferungen an umsatzsteuerpflichtige Unternehmen mit Sitz in einem Mitgliedsländ der Europäischen Union (ausgenommen Lieferungen an in Österreich ansässige Unternehmen und differenzbesteuerte Objekte) unterliegen der Erwerbsteuer im jeweiligen Bestimmungsland. In diesem Fall ist die Lieferung der mit „+“, „-“, und der mit „#“ gekennzeichneten Objekte in Österreich umsatzsteuerfrei, wenn uns vor dem Zuschlag die gültige Umsatzsteueridentifikationsnummer (UID) des Käufers bekanntgegeben wird. Bitte beachten Sie, dass für Nachverkäufe eine um 2 % erhöhte Käufergebühr verrechnet wird.

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2. vom Kaufvertrag zurückzutreten. In diesem Fall behält sich das DOROTHEUM für sich und/oder den Einbringer vor, vom Käufer den Ersatz des gesamten von ihm verursachten Schadens, der sich nach einem Deckungsverkauf insbesondere aus angefallenen Gebühren, Spesen, Aufwendungen und Ausfällen an geringeren Kaufpreisen einschließlich aller Kosten und Aufwendungen sowie der Kosten rechtsfreundlicher Vertretung, etc., ergeben kann, zu verlangen, oder
3. den Gegenstand für Rechnung des Käufers wiederzuversteigern.

Im Falle eines Deckungsverkaufes oder der Wiederversteigerung für den Käufer wird der Käufer hinsichtlich der dabei zur Anwendung gelangenden Gebühren wie ein Einbringer behandelt. Wird durch das Ergebnis des Deckungsverkaufes oder der Wiederversteigerung die Forderung des Dorotheums nicht gedeckt, so haftet der säumige Käufer für den Ausfall. Die Ausfolgung und der Eigentumsübergang hinsichtlich der ersteigerten Objekte erfolgt erst nach vollständiger Zahlung des Kaufpreises einschließlich aller Zinsen, Gebühren, Kosten und Spesen.

Ersteigerte Objekte sind sofort zu übernehmen. Die bei der Versteigerung zugeschlagenen und bezahlten Gegenstände geringeren Umfanges werden sofort, größere Objekte jedoch erst am nächstfolgenden Werktag ausgefolgt. Sie lagern ab Zuschlag bis zur Übernahme auf Gefahr des Käufers. Die Verpackung und jeder Versand erfolgt auf alleinige Gefahr und Kosten des Käufers.

Werden ersteigerte Objekte nicht innerhalb einer Frist von 14 Tagen nach Zuschlagserteilung abgeholt, ist das DOROTHEUM berechtigt, Kosten für die Lagerung in Rechnung zu stellen (1% vom Meistbot pro Monat, sofern nichts anderes im Katalog oder bei der Versteigerung angekündigt wird) oder sie auf Kosten und Gefahr des Käufers bei einem Lagerhalter einzulagern. Wird die Abholung durch den Käufer oder einen von ihm beauftragten Frachtführer/Spediteur nicht innerhalb einer Frist von 90 Tagen nach dem Tag der Zuschlagserteilung bewirkt, ist das DOROTHEUM berechtigt, das ersteigerte Objekt auf alleinige Kosten und Gefahr des Käufers der Wiederversteigerung zuzuführen. Dabei wird der säumige Käufer hinsichtlich der Gebühren wie ein Einbringer behandelt.

Die Beschreibung der Versteigerungsobjekte beruht auf subjektiven Überzeugungen der Experten und sie nehmen dementsprechend die Ausrufpreise an. Ihre Angaben stellen keine Zusicherung einer bestimmten Eigenschaft oder eines bestimmten Wertes dar. Das Dorotheum übernimmt für Angaben in diesem Zusammenhang keine Haftung, insbesondere auch nicht nach den Maßstäben der §§ 1299f ABGB. Auch sofern die Beschreibung und/oder Preisfestsetzung nicht durch das DOROTHEUM erfolgt, sondern durch den Einbringer selbst oder durch externe Sachverständige sowie bei Vermittlungsverkäufen übernimmt das DOROTHEUM keinerlei Haftung. Bei Kunstgegenständen, insbesondere bei Bildern und bei antiken Gegenständen, werden nur solche Fehler und Beschädigungen angeführt, die den künstlerischen Wert wesentlich beeinträchtigen.

Das DOROTHEUM garantiert bei Verkäufen im eigenen Namen Käufern die Richtigkeit seiner Angaben über die Urheberschaft (Künstlerbezeichnung), über den Hersteller, über den Herstellungszeitpunkt, über den Ursprung, das Alter, über die Epoche, über den Kulturkreis der Herstellung oder Verwendung sowie über Materialien, aus welchen die Gegenstände hergestellt sind unter folgenden Voraussetzungen:

Unrichtig sind solche Angaben dann, wenn sie nicht den allgemein zugänglichen wissenschaftlichen Erkenntnissen und den Meinungen allgemein anerkannter Sachverständiger entsprechen. Als wesentlich unrichtig gelten solche Angaben dann, wenn ein durchschnittlicher Normkäufer den Kauf bei Nichtzutreffen der jeweiligen Angaben nicht geschlossen hätte.

Weist der Käufer innerhalb von drei Jahren ab dem Tag der Zuschlagserteilung nach, dass solche Angaben des DOROTHEUMS wesentlich unrichtig sind, erhält der Käufer Zug um Zug gegen Rückstellung des unveränderten Gegenstandes den Kaufpreis zurück. Bei Käufern, für die der abgeschlossene Kauf zum Geschäftsbetrieb ihres Unternehmens gehört, ist weiters vorausgesetzt, dass sie das DOROTHEUM unverzüglich nach Entstehen erster begründeter Zweifel an der Richtigkeit hiervon verständigen.

<sup>1</sup> Beispiel für Differenzbesteuerung oder Vermittlung:

Verkauf zu Meistbot 3.000 Euro, mit Folgerechtszuschlag → Der Bruttopreis beträgt 3.870 Euro (3.000 Euro Meistbot + 750 Euro Käufergebühr + 120 Euro Folgerechtszuschlag)

<sup>2</sup> Beispiel für Vollbesteuerung mit 20% USt:

Verkauf zu Meistbot 3.000 Euro mit Folgerechtszuschlag → Der Bruttopreis beträgt 4.494 Euro (3.000 Euro Meistbot + 625 Euro Käufergebühr + 120 Euro Folgerechtszuschlag + 749 Euro USt)

Ändern sich die allgemein zugänglichen wissenschaftlichen Erkenntnisse und die Meinungen allgemein anerkannter Sachverständiger bis zum Zeitpunkt der Reklamation durch den Käufer und deren Abwicklung, ist das DOROTHEUM nach seinem ausschließlichen Ermessen berechtigt, den Ankauf entweder zu Lasten des Einbringers zu stornieren oder die Reklamation abzulehnen.

Weist der zurückgegebene Gegenstand eine Beschädigung oder Abnutzung auf, die zum Zeitpunkt des Vertragsabschlusses noch nicht vorhanden war, ist das DOROTHEUM berechtigt, angemessene Reparaturkosten und/oder eine allfällige Wertminderung vom Kaufpreis in Abzug zu bringen. Hat der Käufer den zurückgesendeten Gegenstand bereits genutzt, steht dem DOROTHEUM überdies ein angemessenes Nutzungsentgelt zu.

Das DOROTHEUM gewährt diese Garantie oder sonstige mit gesonderter Erklärung eingeräumte Garantien neben den gesetzlichen Gewährleistungs- und Irrtumsrechten der Konsumenten, die durch diese Garantien nicht eingeschränkt werden. Bei gebrauchten Gegenständen beträgt die Frist für die gesetzliche Gewährleistung gegenüber Konsumenten 1 Jahr.

Sonstige Reklamationen und Ansprüche welcher Art auch immer betreffend den Preis, die Beschaffenheit und den Zustand der erstbeigebenen Gegenstände oder Schadensersatzansprüche, soweit sie nicht ohnehin von der Echtheitsgarantie umfasst sind, sind gegenüber dem DOROTHEUM und jenen Personen, für die es ohne den Haftungsausschluss einzustehen hätte, ausgeschlossen, sofern bei Kaufverträgen mit Konsumenten im Sinne des Konsumentenschutzgesetzes darüber hinaus gehende Ansprüche nicht in grob fahrlässigem, oder vorsätzlichem Verhalten von Mitarbeitern des DOROTHEUMS begründet sind.

Bei exekutiv versteigerten Objekten ist jede Reklamation gesetzlich ausgeschlossen.

Bei Vermittlungsverkäufen übernimmt das DOROTHEUM keinerlei Gewährleistung oder sonstige Haftung.

Das DOROTHEUM behält sich das Recht vor, die von den eingebrachten Gegenständen über eigenen Auftrag hergestellten Lichtbilder und gegebenenfalls Videoaufnahmen auch zur allgemeinen Bewerbung der Geschäftstätigkeit des DOROTHEUM in elektronischer wie in gedruckter Form zu verwenden, ohne dass dem Kunden hieraus ein Anspruch auf finanzielle Abgeltung entsteht. DOROTHEUM ist berechtigt, die Lichtbilder und Videoaufnahmen durch Veröffentlichung z.B. in Katalogen, Zeitschriften, Földern, Kalendern, Werkverzeichnissen, Büchern, Illustrationen sowie Werbe- und Merchandiseartikeln jeder Art, ohne mediale, räumliche oder zeitliche oder mengenmäßige Einschränkung - auch ohne jeden Bezug auf den ursprünglichen Verwertungsakt oder die Herkunft - zu verwenden, zu vervielfältigen, zu verbreiten und der Öffentlichkeit zur Verfügung zu stellen. Kaufaufträge von Kunden, die der Versteigerung nicht persönlich beiwohnen, werden von Sensalen oder von der zuständigen Abteilung des Dorotheums übernommen. Das DOROTHEUM übernimmt schriftliche, telefonische, mit Telefax oder im automationsunterstützten Datenverkehr erteilte Kaufaufträge bis auf weiteres

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## NACH DER MEINUNG UNSERER EXPERTEN BEDEUTET

**signiert, monogrammiert:** von der Hand des Künstlers; **bezeichnet:** möglicherweise von fremder Hand; **zugeschrieben:** ein wahrscheinlich, aber nicht zwangsläufig authentisches Werk des Künstlers; **Street Art (Urban Art):** aufgrund der spezifischen (Sub)Kultur dieser Kunststrichtung ein wahrscheinlich, aber nicht zwangsläufig authentisches Werk (ausgenommen eindeutiges Zertifikat liegt vor) eines oder mehrerer Künstler bzw. Personen, häufig aber nicht zwangsläufig überarbeitet, bearbeitet oder schabloniert; **Werkstatt:** ein Werk, das wahrscheinlich in der Werkstatt, d. h. in der unmittelbaren Umgebung des Künstlers, entstanden ist; **Schule:** ein Werk, unbestimmten Datums, das in stilistischer Nähe zum Künstler oder zu einer regionalen Gruppe von Künstlern entstanden ist; **Umkreis:** ein Werk, das im weiten örtlichen oder zeitlichen Einflussbereich des Künstlers entstanden ist; **Nachfolger:** ein Werk, das im Stil des Künstlers, aber eventuell später entstanden ist; **Nachahmer:** Nachempfindung oder Wiederholung eines Werkes unbestimmten Datums nach einem Werk des Künstlers; **Vor- und Zuname des Künstlers mit Daten und Ortsangabe:** ein sicheres Werk des Künstlers.

Jeder Einbringer ist grundsätzlich berechtigt, die zur Versteigerung übergebenen Gegenstände bis zum Beginn der Auktion zurückzuziehen. Für die tatsächliche Ausbietung kann daher keine Haftung oder Gewähr übernommen werden. Gegenstände, die mit „AS...“ gekennzeichnet sind, werden in Übereinstimmung mit den artenschutzgesetzlichen Regelungen ausbezogen. Die Mitarbeiter des Dorotheums werden die Käufer bei der Beschaffung der notwendigen Exportgenehmigungen und Bescheinigungen beraten und unterstützen. Der Export aus Österreich und der Import in Nichtmitgliedsländer der EU von Gegenständen, die im Versteigerungstext mit ASA (oder Artenschutz A) gekennzeichnet sind, zu kommerziellen Zwecken wird von der Artenschutzbehörde nicht genehmigt. Irrtums- und Druckfehlerberichtigungen bleiben vorbehalten. Ebenso behält sich das Dorotheum das Recht vor, Berichtigungen der Beschreibung bis zur Versteigerung vorzunehmen.

## HAFTUNGSAUSSCHLUSS FÜR VERSTEIGERUNGSBEDINGUNGEN UND KATALOGTEXTE

Versteigerungsbedingungen, Informationen und Katalogtexte in englischer, französischer, italienischer oder einer sonstigen Sprache stellen lediglich unverbindliche Hilfsübersetzungen dar. Die Gesellschaft kann für die Richtigkeit der Übersetzung keine Haftung übernehmen. Für die Auslegung von etwaigen Auffassungsunterschieden zwischen den Interessenten, Käufern und der Gesellschaft sind ausschließlich die in der deutschen Sprache verfassten Versteigerungsbedingungen, Informationen und Katalogtexte maßgeblich und bindend. Ebenso sind alle Währungsangaben in fremden Währungen sowohl im Katalog als auch auf der Währungsumrechnungsanzeige nur als unverbindliche Richt-(Leit-)linien zu verstehen. Für die Durchführung der Versteigerung wird ausschließlich die in Österreich alleine gültige Währung (EURO) herangezogen.

## INFORMATION

Aufgrund der Bestimmungen der Europäischen Union zur Verhinderung und Bekämpfung der Geldwäsche (Richtlinie 2015/849/EU und BGBl I Nr. 95/2017) besteht eine gesetzliche Legitimationsverpflichtung bei Barzahlung von Kaufpreisen ab EUR 10.000,-. Wir ersuchen Sie daher um Verständnis, dass wir Sie in einem solchen Fall um die Vorlage eines amtlichen Lichtbildausweises ersuchen müssen.

**Bei Kaufaufträgen mit Barzahlungswunsch** senden Sie bitte vorab bis längstens 48 Stunden vor Auktionsbeginn neben dem Kaufauftragsformular auch eine Kopie eines solchen Ausweises zu, speziell jedenfalls auch dann, wenn Sie - z.B. bei beabsichtigter Nachnamezustellung bei Objekten mit Ruf- oder unteren Schätzpreis ab EUR 10.000,- die Zahlung oder Abholung nicht persönlich vornehmen werden.

**Hinweis:** Die gesetzliche Legitimationsverpflichtung entfällt auch bei Barzahlung, wenn zuvor eine (erste) Teilzahlung in Form einer Überweisung von einem auf Ihren Namen lautenden Bankkonto eines von der EU anerkannten Bankinstitutes im Bereich der EU erfolgt, auch dann, wenn die Auftragserteilung notariell beglaubigt oder mit einer sicheren E-mail-Signatur im Sinne des Signaturgesetzes erfolgt.

unentgeltlich als Serviceleistung. Das DOROTHEUM wird für den Auftraggeber bis zu seinem Ankaufslimit bei der Versteigerung mitboten. Es behält sich das Recht vor, die Annahme von Kaufaufträgen ohne Angabe von Gründen abzulehnen oder eingelagerte Kaufaufträge nicht zu berücksichtigen. Das DOROTHEUM übernimmt in diesem Rahmen keinerlei Haftung für die fehlerfreie Abwicklung von Kaufaufträgen. Kaufaufträge, die keine eindeutige Bezeichnung des Gegenstandes oder des Versteigerungstermines oder keine ziffermäßig bestimmte Höhe des Ankaufslimits in EURO enthalten, werden nicht angenommen. Aufträge wie „günstig“, „bestens“, „unbedingt kaufen“ usw. können daher nicht berücksichtigt werden. Kaufaufträge mit gleich hohen Ankaufslimiten werden in der Reihenfolge ihres Einlangens berücksichtigt.

Kann bei einem telefonischen Gebot die Telefonverbindung aus welchem Grund immer nicht rechtzeitig hergestellt werden, beträgt das Ankaufslimit 75 % des unteren Schätzwertes (150 % des Rufpreises bei Rufpreisauktionen). Das Dorotheum ist berechtigt, das Limit auf die nächste Steigerungsstufe aufzurunden.

Der Bieter ist an sein Gebot im Nachverkauf bis zum Ablauf des dritten Werktages nach dem Auktionstag oder nach dem Tag des Einlangens gebunden. Die Annahmeerklärung durch das Dorotheum im Nachverkauf ist rechtzeitig erfolgt, wenn sie bis zum Ablauf des dritten Werktages nach dem Auktionstag oder nach dem Tag des Einlangens, je nachdem welcher Zeitpunkt später eintritt, zur Post gegeben oder telefonisch oder via Telefax vorgekommen wird.

Das DOROTHEUM und jene Personen, für die es ohne den Haftungsausschluss einzustehen hätte, können nicht zum Ersatz leicht fahrlässig herbeigeführten Schadens herangezogen werden und haften gegenüber Unternehmern auch nicht für schlichte grobe Fahrlässigkeit. Für Schäden, die durch Naturereignisse oder höhere Gewalt entstehen, für Schäden die sich als Folge längerer Lagerung ergeben oder entgangenen Gewinn übernimmt das DOROTHEUM keine Haftung. Das DOROTHEUM haftet dem Käufer eines Gegenstandes für den Verlust oder die Beschädigung desselben bei grobem Verschulden, gegenüber Unternehmern jedoch nur bei mindestens krasser grober Fahrlässigkeit seiner Bediensteten bis zur Höhe des bezahlten Kaufpreises.

Erfüllungsort ist der Geschäftssitz jener Filiale/Abteilung, in welcher das jeweilige Rechtsgeschäft abgeschlossen wurde. Vertragssprache ist Deutsch. Sämtliche entstehende Rechtsstreitigkeiten unterliegen ausschließlich österreichischem materiellem Recht. Das UN-Abkommen über Verträge des internationalen Warenkaufs (CISG) findet keine Anwendung. Als Gerichtsstand für alle sich mittelbar oder unmittelbar aus einem Versteigerungsgeschäft ergebenden Streitigkeiten wird ausschließlich das für 1010 Wien örtlich und sachlich zuständige österreichische Gericht vereinbart. Für Konsumenten im Sinne des Konsumentenschutzgesetzes gilt diese Vereinbarung nur, sofern sie weder einen Wohnsitz noch einen gewöhnlichen Aufenthalt in Österreich haben und auch nicht im Inland beschäftigt sind und dem nicht andere Regelungen dagegenstehen.

## CONDITIONS OF SALE BY AUCTION / EXTRACT FROM THE GENERAL TERMS AND CONDITIONS - AUCTION SALES

The auction is conducted according to the terms of the General Terms and Conditions - Auction Sales <http://www.dorotheum.at/footer/agb.html> of the Dorotheum GmbH & Co KG, (hereinafter called „the DOROTHEUM“) and the pertaining Tariff, which forms an integral part thereof.

The auction may be conducted by the DOROTHEUM in its own name, on a commission basis or as an agent (in the name and for the account of the Consignor). The DOROTHEUM reserves the right to withdraw any lot or lots from the auction until the acceptance of a bid or change descriptions and prices, if there are important reasons to do so.

Potential Buyers may request a condition report prior to the auction. If the DOROTHEUM forwards condition reports drawn up by third-party experts, any liability for correctness is excluded.

The Auctioneer has the right to exceptionally divide or combine any lot or lots, offer any lot or lots in a two-step bidding process or withdraw any lot or lots from the sale or conduct the auction disregarding the scheduled sequence. In the event of a two-step bidding process, the items concerned will be expressly announced and, in a first step, offered individually. The highest bids and the respective highest bidders will be noted down but no bid will be accepted as yet. The individual items will then be combined into a single lot and offered as a collection, taking into account the highest bids already received as well as the reserves fixed for any items for which no bids have been placed. The lot will then be awarded at the highest bid placed for the collection or the highest bids placed for the individual items, whichever results in a higher price being realized taking into account the reserves fixed for any lots for which no bids have been placed.

In the descriptions, either the starting price will be stated or the price range that the expert assumes as a rough guide without binding force and within which he or she expects the highest bid (hammer price) will be placed, in each case in euros.

Usually, bidding starts at half the lower estimate, but the starting price can range from the lower estimate to the lower estimate itself. Usually, bidding takes place by increasing the starting price or the preceding bid by about 10%. Bids can be accepted as final even if they are lower than the highest bids expected by the expert. The highest bidder shall be the successful bidder; provided that the amount of a reserve price agreed with the Consignor has been reached. If, on the occasion of the bidding, the bidding price is gradually reduced, the bidding process will start with the first valid offer. If only one bidder places a bid, such bid will be accepted. The acceptance of a bid may be made conditional on the fulfillment of conditions.

The decision as to whether a bid is accepted in case of a dispute, in case of alleged matching bids, if a bid was overlooked or went unnoticed or was otherwise disregarded, or if the Auctioneer was mistaken about whether or not a bid had been placed, shall lie exclusively with the DOROTHEUM. The DOROTHEUM shall have the right to cancel the acceptance of a bid either during the auction or within 3 working days thereafter for such reasons and to re-offer the item during the same or a subsequent auction.

For all items, the following shall be charged in addition to the highest bid (hammer price):

- buyer's premium (surcharge)
- Value-added Tax
- any resale right royalty that may arise (marked with the symbol \* in the catalogue)

The buyer's premium shall be as follows:

a) for items subject to margin tax (not specially marked in the catalogue/in the description) or for sales where the Dorotheum acts as an agent (marked with a "V" ["Vermittlung" = agent sale] in the catalogue/in the description):

up to an amount of EUR 100,000:	25% of the hammer price
for the amount exceeding EUR 100,000:	22%
for the amount exceeding EUR 600,000:	15%

In these cases the buyer's premium includes the statutory VAT (Example at the end of the page)<sup>1</sup>

b) for fully taxable items (marked in the catalogue/in the description with the symbol „+“ for 20% VAT, with „-“ for 13% VAT or with „#“ for 10% VAT):

up to a hammer price of EUR 100,000:	20,84% of the hammer price
for the amount exceeding EUR 100,000:	18,34%
for the amount exceeding EUR 600,000:	12,5%

In the case under (b), the statutory VAT is calculated based on the total price (hammer price plus buyer's premium and a possible resale right royalty) and is added to the total price. (Example at the end of the page)<sup>2</sup>

For items for which the Dorotheum acts as an agent in the sale ("V" for "Vermittlung" = agent sale), VAT cannot be refunded in case of export to non-EU countries.

VAT may only be reclaimed in the case of lots which are not specially marked or are marked with either of the symbols „+“, „-“ and „#“; provided the sale is made to a country which is not a member of the European Union (third country), the legal requirements are satisfied and proof of export is supplied.

Delivery to companies which are subject to VAT and have their registered seat in a member state of the European Union (except for delivery to companies domiciled in Austria and lots subject to margin tax) is subject to the acquisition tax applicable in the respective country of destination. In such case, the delivery of lots marked with either of the symbols „+“, „-“ and „#“ within Austria is exempt from VAT, provided the DOROTHEUM is informed of the Buyer's applicable VAT registration number prior to the acceptance of the bid.

Please note: For lots sold after the auction, the buyer's premium will be increased by 2%.

The Buyer is obligated to pay the purchase price (hammer price plus buyer's premium and VAT as well as any applicable resale royalty surcharge) in cash immediately after the

lot has been awarded. At the discretion of the DOROTHEUM, payment can be deferred by way of exception. Deferral of payment may be made conditional on an appropriate deposit. If deferral of payment is denied, the acceptance of a bid may even be subsequently revoked and the item re-offered for sale during the same or a subsequent auction. If the acceptance of a bid is revoked, the DOROTHEUM shall also have the right to subsequently accept the last bid of the bidder who placed the second highest bid. If a deferred purchase price is not paid within the stipulated period, the Dorotheum shall be entitled to charge the purchaser interest on the arrears calculated daily from the beginning of the delay and charged quarterly. This interest shall be at the rate of 6 % per annum above the applicable "European Interbank Offered Rate (EURIBOR) / 3 months" for the preceding calendar quarter rounded to the nearest quarter percentage point. After a bid has been accepted, the Buyer shall be liable for the full and timely payment of the purchase price even if after the acceptance of the bid the Buyer informs the DOROTHEUM that he/she participated in the bidding process for a third party. If, at the Buyer's request, the DOROTHEUM issues an invoice to the designated third party, the DOROTHEUM thereby exclusively declares acceptance of a simple (additional) performance obligation of the designated third party without, however, granting such party any further rights such as claims to perform a set-off or retention rights, etc., and it is understood that the Buyer continues to be fully liable.

If, despite a reminder, the Buyer fails to discharge or fully discharge within the grace period granted to him/her the obligations incumbent on such Buyer under the purchase contract entered into with him/her; the DOROTHEUM shall, without prejudice to any other rights it may have, be entitled to do either of the following for itself and/or the Consignor:

- continue to insist on the performance of the purchase contract and demand from the Buyer payment not only of the purchase price but also of any interest, costs and expenses, including the costs of legal counsel required to enforce performance of the purchase contract, or
- withdraw from the purchase contract. In such case, the DOROTHEUM reserves the right, for itself and/or the Consignor; to demand from the Buyer compensation for the entire loss or damage caused by him/her; which after a substitute transaction in the form of a resale by seller (substitute sale) may be comprised in particular of fees, expenses and expenditure incurred and losses suffered on account of lower purchase prices, including all costs and expenses as well as the costs of legal counsel, etc., or
- resell the item by auction for the account of the Buyer.

In the event of a substitute sale or resale by auction for the Buyer; the Buyer will be considered a Consignor with regard to the charges, premiums and commissions applicable to such transaction.

If the claim of the DOROTHEUM is not covered by the result of the substitute sale or resale by auction, the defaulting Buyer is liable for the loss.

The items purchased in the auction shall not be delivered and title thereto will not pass until the purchase price including all interest, charges, premiums, commissions, costs and expenses has been paid in full. All items purchased must be collected immediately. Small-size lots purchased in the auction and fully paid for shall be delivered immediately, but larger items may be collected on the following working day only. As from the acceptance of the bid until their collection, such lots shall be stored at the Buyer's risk. Packaging and shipping, if any, shall be at the sole risk and expense of the Buyer.

If items purchased in an auction are not collected within a period of 14 days after the acceptance of the bid, the DOROTHEUM is entitled to charge storage costs (1% of the hammer price per month if not indicated otherwise in the catalogue or during the sale) or store the item with a warehouse keeper at the risk and expense of the Buyer. If the Buyer or a carrier/forwarding agent commissioned by the Buyer fails to effect collection within a period of 90 days as from the date on which the bid was accepted, the DOROTHEUM is entitled to re-sell the purchased item by auction at the sole risk and expense of the Buyer and will consider the Buyer a Consignor with regard to the charges, premiums and commissions connected with such re-sale.

The description of the items to be sold by auction is based on subjective convictions of the experts, who will determine the starting prices accordingly. The statements made by the experts in such descriptions shall not create any warranty with respect to a particular quality or a specific value. The DOROTHEUM assumes no liability for any statements made in this connection, and in particular no liability in accordance with the criteria set forth in section 1299 et seq. of the (Austrian) „ABGB“ (General Civil Code). The DOROTHEUM also assumes no liability whatsoever in cases where the description was prepared and/or the price determined by the Consignor himself/herself or by non-DOROTHEUM experts and not by the DOROTHEUM, and in case of sales where it acts as an agent.

Where works of art, especially paintings and antique items are concerned, only such flaws and defects will be mentioned which significantly affect the artistic value.

Where the DOROTHEUM sells items in its own name, it warrants to Buyers that the information provided by the DOROTHEUM concerning authorship (designation of the artist), maker, time of making, origin, age, period, concerning the culture area where the object was made or used as well as materials of which the items are made, is correct subject to the following conditions: Such information will be deemed incorrect if it does not correspond to the commonly available scientific findings and the opinions of generally recognized experts. Such information will be deemed materially incorrect if an average standard buyer would not have made the purchase had the respective statements been untrue. If, within a period of three years as from the date of the acceptance of the bid, the Buyer furnishes proof that such information provided by the DOROTHEUM is materially incorrect, the Buyer shall have the purchase price refunded concurrently with the return of the unchanged object.

<sup>1</sup> Example for margin tax or agent sales:

Sale of an object at the hammer price of EUR 3,000, with resale right royalty → The gross price amounts to EUR 3,870 (hammer price of EUR 3000 + buyer's premium of EUR 750 + resale right royalty of EUR 120)

<sup>2</sup> Example for a fully taxable item subject to 20% VAT:

Sale of an object at the hammer price of EUR 3,000, with resale right royalty → The gross price amounts to EUR 4,494 (hammer price of EUR 3,000 + buyer's premium of EUR 625 + resale right royalty of EUR 120 + VAT of EUR 749)

For Buyers for which the transacted purchase forms part of their company's business activities, a further requirement is that immediately after the first legitimate doubts regarding the correctness arise they shall inform the DOROTHEUM accordingly.

If the commonly available scientific findings and the opinions of generally recognized experts change up to the time of the Buyer's complaint and the handling thereof, the DOROTHEUM shall have the right in its sole discretion to either cancel the purchase at the Consignor's expense or reject the complaint.

If the item returned shows signs of damage or wear and tear that were not present at the time when the contract was entered into, the DOROTHEUM shall have the right to deduct reasonable repair costs and/or any reduction in value from the purchase price. If the Buyer has already used the item returned, the DOROTHEUM will, in addition, be entitled to receive a reasonable user fee.

Such warranty, or any other warranty made by separate declaration, is made by the DOROTHEUM in addition to the consumer's statutory warranty rights and rights in case of error and shall not limit such rights in any way. In case of used items, the period of statutory warranty for consumers is 1 year. Any other complaints and claims whatsoever concerning the price, quality and condition of the objects purchased at auction or claims for damages, to the extent that such claims are not already covered by the guarantee of authenticity, vis-à-vis the DOROTHEUM and the persons for whom it would have to guarantee in the absence of this disclaimer of warranty are excluded. The sole exception to this rule are claims in excess thereof arising under purchase contracts with consumers as defined by the (Austrian) „Konsumentenschutzgesetz“ (Consumer Protection Act), provided that such claims are based on gross negligence or deliberate acts of DOROTHEUM employees. In auctions of objects against which execution was levied any and all complaints are excluded by law. The DOROTHEUM assumes no warranty or other liability in case of sales where it acts as an agent.

The Dorotheum reserves the right to use, in printed or electronic form, also for the purpose of generally advertising the business activities of the DOROTHEUM, any photographs and if applicable video recordings it may have produced on its own behalf of the consigned objects, without any right arising for the client to receive financial compensation therefrom. The DOROTHEUM shall be entitled to use, reproduce, distribute and make publicly available the photographs and video recordings by publishing them, for instance, in catalogues, magazines, folders, calendars, catalogues raisonnés, books, illustrations as well as promotional items and merchandising products of whatever kind, etc., without any restriction as to medium, territory, time or quantity - also without any relation or reference to the original act of realization or to provenance.

Absentee bids from clients unable to attend the auction in person are accepted by the competent departments of the DOROTHEUM or the brokers authorized by the DOROTHEUM.

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## PLEASE NOTE

All items are used and subject to age-related wear and tear. Value-enhancing restoration - especially in the case of antiques - is not mentioned in the description. The description of the object does not indicate defects which are obvious (can be determined by mere viewing) or which are irrelevant for valuation. Any claims of the Buyer concerning such defects are excluded by law. There is no right of withdrawal in long-distance and off-premises sales (Fern- und Auswärtsgeschäfte-Rücktrittsrecht). Please note that the total amount of applicable transportation costs resulting from distance, size and content cannot be calculated at present.

„signiert“, „monogrammiert“ (signed, monogrammed): a work signed or monogrammed by the artist; „bezeichnet“ (bears a signature): the artist's signature has possibly been added by another hand; „zugeschrieben“ (attributed to): probably but not necessarily an authentic work by the artist; **Street Art (Urban Art)**: due to the specific (sub)culture of this genre probably but not necessarily an authentic work by one or several artists or persons (except where a specific certificate of authenticity exists), often but not necessarily reworked, adapted or stenciled; „Werkstatt“ (studio): a work probably produced in the artist's studio or workshop, i.e. in the artist's immediate surroundings; „Schule“ (school): a work of uncertain date, executed in the style of an artist or a regional group of artists; „Umkreis“ (circle): a work created within the artist's wide regional and temporal sphere of influence; „Nachfolger“ (follower): a work in the artist's style, but possibly of a later period; „Nachahmer“ (in the manner of): imitation or copy of a work by the artist, of an uncertain date; **First name and surname of the artist, date and location**: undoubtedly a work by the artist.

In principle, all Consignors are entitled to withdraw the items they have submitted for auctioning at any time up until the auction commences. Consequently, the Dorotheum makes no warranty and assumes no responsibility that the lots listed in the catalogue will be actually offered for sale by auction. Lots marked with AS... are offered in accordance with the legal provisions governing the protection of species. The Dorotheum staff will advise and assist Buyers in obtaining the necessary export licenses and certificates. The export from Austria and the import into non-EU countries, for commercial reasons, of items marked „ASA“ (or „Artenschutz A“) [protection of species A] will not be permitted by the competent authorities. Errors and omissions excepted. The Dorotheum also reserves the right to correct lot descriptions up until the beginning of the sale.

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Conditions of Sale by Auction, information and catalogue texts in English, French, Italian or any other language, as the case may be, are for the sake of convenience only and shall in no way be considered binding. The DOROTHEUM is unable to assume any liability for the correctness of translations. In the event of diverging interpretations by interested parties, Buyers and the DOROTHEUM, the German versions of the Conditions of Sale by Auction, information and catalogue texts shall exclusively be authoritative and binding. Equally, any and all amounts stated in foreign currencies in the catalogue as well as on the currency converter shall be deemed to be non-binding indications only. In auctions, the sole legal tender of Austria (EURO) will be used exclusively.

## INFORMATION

Pursuant to EU rules for the prevention of and the fight against money laundering (Directive 2015/849/EU and BGBl I Nr. 95/2017), we are under a statutory obligation to ask for an identity document when purchase prices of EUR 10,000.00 and above are paid in cash. Thank you for understanding that we have to require an official identity document from you in such case.

When submitting an absentee bid form stating that you wish to pay cash, please also send us a photocopy of your official photo ID card not later than 48 hours prior to the auction, and in particular also if you will not pay or collect the item(s) personally, for example if you want any item(s) with a starting price or lower estimated selling price of EUR 10,000.00 and above to be mailed to you C.O.D.

Please note: The statutory ID obligation does not apply to cash payments if a (first) installment was transferred from a bank account maintained in your name with a banking institution recognized by the EU and located within the European Union, or if the bid order was notarized or was submitted with a secure e-mail signature within the meaning of the (Austrian) „Signaturgesetz“ (Electronic Signature Act).

Until further notice, the DOROTHEUM will accept absentee bids submitted in writing, by telephone, fax or electronically as a free service. At the auction, the DOROTHEUM shall bid for the client by increments, not exceeding, however, the bid top limit stated on the absentee bid. The DOROTHEUM reserves the right to refuse to accept absentee bids without having to disclose the reasons or to disregard absentee bids received by it. In this connection, the DOROTHEUM assumes no liability whatsoever for the correct handling and execution of absentee bids.

Absentee bids which do not clearly designate the item, the date of the auction or your exact maximum bid in figures (in euros) will not be accepted.

„Buy favorably“, „buy at best price“, „buy unconditionally“, etc. bids will therefore not be taken into consideration. In the event of two or more bids specifying the same limit, the earliest received will take precedence.

If in case of a telephone bid the telephone connection cannot be established in time, for whatever reason, the bid top limit shall be 75% of the lower estimate (150% of the starting price in the case of „starting price auctions“). The DOROTHEUM is entitled to round up the limit to the next highest bidding increment. The absentee bid is binding in a sale after the auction until the end of the third working day after the auction or after the date of receipt. In a sale after the auction, the DOROTHEUM will be deemed to have accepted a bid in due time if the declaration of acceptance has been posted, faxed or given by telephone by the end of the third working day after the auction date or after the date of receipt, whichever is later.

The DOROTHEUM and the persons for whom it would have to guarantee in the absence of this disclaimer of warranty cannot be called upon to make up for loss or damage caused by slight negligence and are furthermore not liable to entrepreneurs for simple gross negligence. The DOROTHEUM assumes no liability for loss or damage caused by natural occurrence or force majeure, for loss or damage caused by prolonged storage times or for loss of profit. The DOROTHEUM shall be liable to the Buyer of any item for the loss thereof or any damage thereto in case of gross negligence but to entrepreneurs only in case of at least blatantly gross negligence of its employees and only up to the amount of the purchase price paid.

The place of performance shall be the business address of the branch / department where the legal transaction was entered into. The language of contract shall be German. All disputes arising shall exclusively be subject to Austrian substantive law. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

All disputes arising directly or indirectly from an auction shall be referred exclusively to the Austrian court having local and subject-matter jurisdiction for Vienna 1st District. Consumers as defined by the Consumer Protection Act are subject to this agreement only if they have neither a residence nor a habitual place of abode in Austria and do not work in Austria and provided that this provision does not conflict with other regulations.

## CONDIZIONI DI VENDITA ALL'ASTA / ESTRATTO DELLE CONDIZIONI GENERALI DI VENDITA ALL'ASTA

La vendita all'asta si svolge secondo le disposizioni delle condizioni generali di vendita all'asta e la Tariffa della compagnia <http://www.dorotheum.at/footer/agb.html> Dorotheum GmbH & Co KG (riferita in seguito come „la DOROTHEUM „), che ne costituisce una parte integrante.

La vendita all'asta può essere effettuata in nome proprio, a titolo di commissione o di mediazione (in nome e per conto del mandante). La DOROTHEUM si riserva il diritto di ritirare per giusta causa qualsiasi oggetto dalla vendita all'asta, fino al momento dell'aggiudicazione, o di modificare descrizioni e prezzi.

Prima della vendita all'asta gli interessati all'acquisto potranno richiedere un rapporto sullo stato. Se la DOROTHEUM inoltra rapporti sullo stato redatti da esperti terzi, è esclusa qualsiasi responsabilità per la correttezza di tali rapporti.

In casi eccezionali il banditore ha la facoltà di separare, abbinare, offrire in un procedimento d'offerta bifase, ritirare i lotti o di svolgere l'asta in deroga all'ordine previsto. In caso di procedimento d'offerta bifase, i rispettivi oggetti vengono annunciati espressamente e offerti in un primo momento separatamente, le offerte massime e i rispettivi offerenti massimi vengono annotati e non si procede ancora all'aggiudicazione. Poi vengono riuniti in un unico lotto e offerti come collezione, tenuto conto delle offerte massime già raggiunte e dei limiti di eventuali oggetti rimasti senza offerta. L'aggiudicazione avverrà all'offerta massima presentata per la collezione o le singole offerte massime, a seconda di quello che permetterà di raggiungere un prezzo maggiore, tenuto conto dei limiti previsti per eventuali oggetti rimasti senza offerta.

Nelle descrizioni viene indicato o il prezzo di partenza o il margine di prezzo, indicato dall'esperto a titolo indicativo ed espresso sempre in EURO, entro il quale l'esperto si aspetta di ricevere l'offerta massima.

Le offerte partono generalmente dalla metà della stima inferiore e proseguono di regola con aumenti del 10% circa rispetto al prezzo di partenza e/o all'offerta precedente, tenendo conto che il prezzo di partenza potrebbe variare tra la metà della stima inferiore e la stima inferiore stessa. L'oggetto potrà essere aggiudicato senza aver raggiunto la stima superiore. Il lotto viene aggiudicato al maggior offerente, a meno che non sia stato pattuito un prezzo minimo con il mandante. Se, in occasione dell'offerta all'asta, avviene una riduzione graduale del prezzo di partenza, il procedimento di ricevimento delle offerte avviene con la prima offerta valida. Se è soltanto un unico offerente a fare un'offerta, tale offerente avrà l'aggiudicazione. L'aggiudicazione potrà essere fatta dipendere dai verificarsi di eventuali condizioni.

In caso di contestazione, di affermate offerte plurime, se un'offerta non è stata accolta o non è stata percepita o comunque è rimasta inosservata o se il banditore era colto da un errore, in relazione all'esistenza o meno di un'offerta, la decisione relativa all'accettazione dell'offerta spetterà esclusivamente alla DOROTHEUM. Per questi motivi la DOROTHEUM avrà la facoltà di annullare l'aggiudicazione già data, nel corso della vendita all'asta stessa o entro 3 giorni feriali dopo la fine della stessa, e di rimettere in asta l'oggetto disputato nella stessa vendita all'asta o in una vendita all'asta successiva.

Al prezzo di aggiudicazione (offerta massima) si aggiungono per tutti gli articoli inoltre:

- la tassa d'acquisto (diritto d'asta)
- l'imposta sul valore aggiunto
- la tassa per il diritto di seguito (diritto sulle successive vendite) eventualmente dovuta (contraddistinta nel catalogo con \*)

**Tassa d'acquisto:**

a) **Per gli articoli soggetti alla tassazione sul margine** (nessun contrassegno particolare nel catalogo/nelle descrizioni) nonché per gli articoli venduti per **mediazione** (contraddistinti nel catalogo con "V" = „Vermittlung“), la tassa d'acquisto ammonta

fino ad un importo pari a EUR 100.000:	al 25% dell'offerta massima
per l'importo che supera EUR 100.000:	al 22%
per l'importo che supera EUR 600.000:	al 15%

In questi casi la tassa d'acquisto è già comprensiva dell'IVA applicabile.  
(Vedi esempio in fondo alla pagina)

b) **Per gli articoli soggetti alla tassazione completa** (nel catalogo/nelle descrizioni contraddistinti con "+“ per l'IVA del 20%, „-“ per l'IVA del 13% ovvero „#“ per l'IVA del 10%) la tassa d'acquisto ammonta

fino ad un importo pari a EUR 100.000:	al 20,84% dell'offerta massima
per l'importo che supera EUR 100.000:	al 18,34%
per l'importo che supera EUR 600.000:	al 12,5%

In questo caso (b) l'IVA applicabile viene calcolata sul prezzo complessivo (offerta massima più tassa d'acquisto ed eventuale supplemento per il diritto di seguito) ed aggiunta al prezzo complessivo. (Vedi esempio in fondo alla pagina)

In caso di articoli venduti su **mediazione** („V“), non è possibile alcun rimborso dell'IVA per forniture a paesi terzi.

L'IVA verrà rimborsata soltanto in caso di vendita di oggetti non contrassegnati e di oggetti marcati con il simbolo „+“, „-“, „#“ qualora la vendita sia destinata a un paese non appartenente all'Unione Europea (paese terzo), e qualora esistano i presupposti giuridici all'esportazione e questa sia debitamente comprovata.

Le forniture destinate ad imprese tenute al versamento dell'IVA ed aventi sede in uno stato membro dell'Unione Europea (eccezione fatta per le forniture destinate ad imprese con sede in Austria e oggetti sottoposti all'imposizione sul margine) sono soggette al versamento della tassa d'acquisto dovuta nel rispettivo paese di destinazione. In questo caso la consegna di oggetti marcati con il simbolo „+“, „-“, „#“ all'interno dell'Austria sarà esente dall'IVA se prima dell'aggiudicazione ci verrà comunicata la valida partita IVA dell'acquirente.

<sup>1</sup>Esempio di tassazione sul margine o di mediazione

Vendita all'offerta massima 3.000 euro, con supplemento per il diritto di seguito → Il prezzo lordo ammonta a 3.870 euro (3000 euro offerta massima + 750 euro tassa d'acquisto + 120 euro supplemento per il diritto di seguito)

<sup>2</sup>Esempio di tassazione completa con il 20% di IVA:

Vendita all'offerta massima 3.000 euro con supplemento per il diritto di seguito → Il prezzo lordo ammonta a 4.494 euro (3.000 euro offerta massima + 625 euro tassa d'acquisto + 120 euro supplemento per il diritto di seguito + 749 euro IVA)

Si prega di tener conto del fatto che in caso di lotti acquistati dopo-vendita verrà messo in conto un diritto d'asta, aumentato del 2%, a carico dell'acquirente.

L'acquirente è tenuto a pagare il prezzo d'acquisto (corrispondente alla maggior offerta, diritti d'asta e IVA più l'eventuale supplemento per il diritto sulle successive vendite) in contanti all'atto dell'aggiudicazione. In casi eccezionali la DOROTHEUM potrà concedere una dilazione del pagamento. La dilazione del pagamento potrà essere fatta dipendere da un acconto adeguato. Se viene rifiutato un pagamento dilazionato, l'aggiudicazione potrà altresì essere tolta a posteriori e l'oggetto potrà essere offerto di nuovo, nella stessa vendita all'asta o in una vendita all'asta successiva. Se l'aggiudicazione viene tolta, la DOROTHEUM avrà altresì il diritto di dare l'aggiudicazione a posteriori al secondo maggior offerente, all'ultima offerta fatta da quest'ultimo. Se un prezzo di acquisto dilazionato non viene corrisposto entro il termine stabilito, Dorotheum è autorizzata a conteggiare all'acquirente interessi di mora calcolati in arretrato su base giornaliera e imputati trimestralmente al 6% annuo sull'“European Interbank Offered Rate (EURIBOR)/3 mesi“, arrotondato alla percentuale trimestrale, comunicato per l'ultimo trimestre civile. Dopo l'aggiudicazione l'acquirente risponderà del pagamento completo e tempestivo del prezzo d'acquisto, anche se rende noto, dopo l'aggiudicazione, di avere partecipato alle offerte per conto di una persona terza. Se la DOROTHEUM emette una fattura alla persona terza nominata, a richiesta dell'acquirente, con ciò la DOROTHEUM dichiara semplicemente di accettare un semplice obbligo d'adempimento (supplementare) a carico della persona terza nominata, senza concedere a quest'ultima ulteriori diritti quali in particolare il diritto di compensazione o di ritenzione ecc., nonché nel mantenimento della piena responsabilità incombente all'acquirente. Se l'acquirente non dovesse adempiere ai propri obblighi derivanti dal contratto d'acquisto con lui stipulato, entro il termine concessogli, nonostante ingiunzione di pagamento, o non dovesse adempiere agli stessi in piena misura, la DOROTHEUM avrà il diritto – fermi restando eventuali altri diritti – di agire per sé e/o per il mandante

1. o insistendo ulteriormente sull'adempimento del contratto d'acquisto e escutendo l'acquirente, oltre che per quanto riguarda il prezzo d'acquisto, anche per quanto riguarda il pagamento di tutti gli interessi, spese e costi, ivi comprese le spese legali connesse con l'attuazione dell'adempimento del contratto d'acquisto,
2. o recedendo dal contratto d'acquisto. In tal caso la DOROTHEUM si riserva per sé e/o per il mandante di richiedere all'acquirente il rimborso dell'intero danno da questi causato che dopo una vendita sostitutiva può derivare in particolare da diritti, costi, oneri e deficit dovuti a prezzi d'acquisto inferiori, ivi comprese tutte le spese e tutti gli oneri nonché le spese legali ecc.,
3. ovvero rimettendo l'oggetto all'asta, per conto dell'acquirente.

In caso di vendita sostitutiva o di rimessa all'asta per conto dell'acquirente, l'acquirente è sottoposto alle stesse regole valide per il mandante, per quanto riguarda i diritti e le tasse. Se il risultato della vendita sostitutiva o della nuova vendita all'asta non coprisse il credito della DOROTHEUM, l'acquirente moroso sarà ritenuto responsabile per la perdita.

La consegna e il passaggio di proprietà relativo agli oggetti comprati all'asta avverrà soltanto dopo il pagamento completo del prezzo d'acquisto, ivi compresi tutti gli interessi, diritti, costi ed oneri.

Gli oggetti aggiudicati dovranno essere presi in consegna immediatamente. Gli oggetti di piccole dimensioni aggiudicati e pagati saranno consegnati subito dopo la vendita; gli oggetti ingombranti potranno essere ritirati solo il giorno feriale successivo. Tali oggetti saranno custoditi a rischio dell'acquirente dal momento dell'aggiudicazione fino alla presa in consegna. L'imballaggio ed ciascuna spedizione avverranno a rischio esclusivo e spese esclusive dell'acquirente.

Se gli oggetti comprati all'asta non vengono ritirati entro un termine di 14 giorni dall'aggiudicazione, la DOROTHEUM avrà il diritto di mettere in conto le spese di magazzino (pari all'1% del prezzo d'aggiudicazione per ogni mese, salvo non vi siano cambiamenti specificati nel catalogo o annunciati all'asta) o di metterli a deposito presso un magazzino, a spese e rischio dell'acquirente. Se il ritiro da parte dell'acquirente o di un vettore/spedizioniere da questi incaricato non avviene entro un termine di 90 giorni dalla data dell'aggiudicazione, la DOROTHEUM avrà il diritto di procedere alla rimessa all'asta dell'oggetto aggiudicato, a spese esclusive e rischio esclusivo dell'acquirente. A tale proposito l'acquirente moroso è sottoposto alle stesse regole valide per il mandante, per quanto riguarda i diritti e le tasse.

La descrizione degli oggetti da vendere all'asta si basa sulle convinzioni soggettive degli esperti che stabiliscono i prezzi di partenza in corrispondenza ad esse. Le loro indicazioni non costituiscono nessuna garanzia di una determinata qualità o di un determinato valore. La DOROTHEUM non si assume nessuna responsabilità delle indicazioni fatte a questo proposito, in particolare neppure secondo i criteri di cui agli artt. 1299 e s. del Codice Civile austriaco („ABGB“). Anche se la descrizione e/o la determinazione del prezzo non avviene ad opera della DOROTHEUM, ma da parte del mandante stesso o di esperti esterni, nonché in caso di vendite su mediazione, la DOROTHEUM non si assume nessuna responsabilità.

Nel caso di oggetti d'arte, specialmente quadri ed antichità, verranno indicati solo i difetti ed i danni che ne compromettano sostanzialmente il valore artistico.

In caso di vendite in nome proprio la DOROTHEUM garantisce agli acquirenti l'esattezza delle sue indicazioni relative alla paternità (indicazione dell'artista), al produttore, al momento di fabbricazione, all'origine, all'età, all'epoca, alla cultura della fabbricazione o dell'uso nonché ai materiali di cui sono fatti gli oggetti, nelle seguenti condizioni:

Tali indicazioni sono scorrette se non corrispondono alle conoscenze scientifiche generalmente accessibili e alle opinioni espresse da esperti generalmente riconosciuti. Tali indicazioni saranno considerate essenzialmente scorrette qualora un acquirente standard



non avesse stipulato la compravendita in caso di scorrettezza delle rispettive indicazioni.

Se l'acquirente dimostra, entro tre anni dal giorno dell'aggiudicazione, che tali indicazioni fatte dalla DOROTHEUM sono sostanzialmente scorrette, gli sarà rimborsato il prezzo d'acquisto contestualmente alla restituzione dell'oggetto invariato. In caso di acquirenti per i quali la compravendita compiuta fa parte dell'esercizio della loro impresa, si presupporrà inoltre che avviseranno la DOROTHEUM immediatamente dei primi dubbi motivati che sorgessero a proposito della correttezza.

Se le cognizioni scientifiche generalmente accessibili e le opinioni di esperti generali e riconosciuti dovessero cambiare fino al momento del reclamo mosso dall'acquirente e il trattamento dello stesso, la DOROTHEUM avrà il diritto o di stornare l'acquisto a carico del mandante o di rifiutare il reclamo, a suo insindacabile giudizio.

Se l'oggetto restituito presenta un danno o un'usura che non erano ancora esistenti al momento della stipula del contratto, la DOROTHEUM avrà il diritto di detrarre dal prezzo d'acquisto le spese adeguate di riparazione e/o un'eventuale riduzione di valore. Se l'acquirente ha già usato l'oggetto rispedito, spetterà alla DOROTHEUM inoltre un adeguato corrispettivo per l'uso. La DOROTHEUM rilascia questa garanzia o altre garanzie concesse con dichiarazione separata, oltre ai diritti di garanzia e di errore per legge spettanti ai consumatori, che quindi non risultano in alcun modo compromessi dalle precedenti garanzie. In caso di oggetti usati il termine legale di garanzia nei confronti dei consumatori è di un anno.

Sono esclusi ulteriori reclami e pretese di qualsiasi genere riguardanti il prezzo, la natura e lo stato degli oggetti acquistati all'asta, o diritti al risarcimento del danno, nella misura in cui non siano comunque coperte dalla garanzia d'autenticità, sporti nei confronti della DOROTHEUM e di quelle persone per le quali, senza esclusione della responsabilità, la DOROTHEUM stesso dovrebbe rispondere. Tali reclami possono essere considerati accettabili solo nel caso di contratti d'acquisto con consumatori ai sensi della Legge austriaca sulla protezione del consumatore („Konsumentenschutzgesetz“), per quanto riguarda eventuali pretese maggiori, dove sia rintracciabile un comportamento gravemente colposo o doloso di collaboratori della DOROTHEUM. In caso di oggetti venduti all'asta a titolo d'esecuzione sarà escluso per legge qualsiasi reclamo.

In caso di vendite su mediazione la DOROTHEUM non si assume nessuna garanzia né altri tipi di responsabilità.

La DOROTHEUM si riserva il diritto di usare, in forma elettronica e stampata, le fotografie ed eventuali videoregistrazioni realizzate per conto proprio degli oggetti conferiti, anche ai fini della pubblicizzazione generale delle attività della DOROTHEUM, senza che il cliente possa vantare alcun diritto di compenso finanziario. La DOROTHEUM ha il diritto di usare, riprodurre, divulgare e mettere a disposizione del pubblico le fotografie e videoregistrazioni attraverso pubblicazioni, ad esempio in cataloghi, riviste, opuscoli, calendari, cataloghi di opere, libri, illustrazioni nonché tramite articoli pubblicitari e di merchandising di ogni genere, senza alcuna restrizione in termini mediatici, spaziali, temporali o quantitativi, anche senza alcun riferimento all'attività di utilizzo iniziale o alla provenienza.

## COPYRIGHT

Tutte le informazioni (testi, descrizioni, rappresentazioni, illustrazioni ecc.) e tutti i mezzi pubblicitari della DOROTHEUM sono soggetti al diritto d'autore e alla tutela delle opere dell'ingegno. Oltre i limiti previsti dalla legge, esse non potranno essere elaborate, divulgate, riprodotte, modificate o salvate in banche dati senza l'esplicita previa autorizzazione per iscritto da parte della DOROTHEUM. Il nome DOROTHEUM è inoltre tutelato come marchio registrato a livello nazionale e internazionale. Per il caso di trasgressioni la DOROTHEUM si riserva di intraprendere ogni opportuna azione civile e penale per tutelare le sue opere dell'ingegno. L'acquisto di un oggetto d'asta non comporta l'acquisto di un diritto di utilizzo e di sfruttamento del diritto d'autore esulante il contesto del diritto di proprietà.

## AVVISI

Tutti gli oggetti sono usati e potrebbero portare tracce d'usura condizionata dall'età. I restauri che incrementano il valore dell'oggetto, soprattutto nel caso di antichità, non vengono menzionati nella descrizione. La descrizione non indica difetti evidenti (visibili) o quelli non rilevanti per la valutazione. Per legge nessuna contestazione relativa a tali difetti sarà ammessa. Non è inoltre applicabile un diritto di recesso per i contratti conclusi a distanza o fuori dei locali commerciali (Fern- und Auswärtsgeschäfte-Rücktrittsrecht). Si fa gentilmente presente che i costi applicabili relativi al trasporto, risultanti dalla distanza, dalle dimensioni e dal contenuto, costituiscono un ammontare attualmente non calcolabile.

## NELL'OPINIONE DEI PERITI DEL DOROTHEUM I TERMINI USATI HANNO IL SEGUENTE SIGNIFICATO:

„signiert“, „monogrammiert“ (firmato, monogrammato): dalla mano dell'artista; „bezeichnet“ (contrassegnato): forse d'altra mano; „zugeschrieben“ (attribuito a): opera probabilmente ma non sicuramente autentica dell'artista; **Street Art (Urban Art)**: data la specifica (sub)cultura di questa corrente artistica, un'opera probabilmente ma non sicuramente autentica (a meno che non sia accompagnata dal relativo certificato) di un artista o di vari artisti o persone – spesso, ma non necessariamente, ritoccata, trasformata o firmata a stencil; „Werkstatt“ (bottega di): opera probabilmente prodotta nella bottega, cioè nell'ambiente stesso dell'artista; „Schule“ (scuola di): opera di data incerta, nata nelle vicinanze stilistiche di un'artista o di un gruppo regionale di artisti; „Umkreis“ (cerchia di): opera nata nell'estesa sfera d'influenza dell'artista riguardo al tempo o al luogo; „Nachfolger“ (seguace di): opera che rispecchia lo stile dell'artista, ma data probabilmente di un periodo posteriore; „Nachahmer“ (maniera di): imitazione o riproduzione di un'opera dell'artista eseguita in data indefinita; **nome e cognome dell'artista con indicazione delle date e dei luoghi**: opera autentica dell'artista.

Ogni venditore ha, in linea di principio, il diritto di ritirare i propri oggetti fino al momento dell'inizio della vendita. Di conseguenza non è possibile garantire o assicurare che tutti gli oggetti vengano effettivamente messi in vendita. Gli oggetti marcati „AS...“ saranno offerti in conformità alle disposizioni vigenti in materia di protezione delle specie. Il personale della DOROTHEUM consiglierà ed assisterà i clienti nell'ottenere i certificati e le autorizzazioni necessarie per l'esportazione. Le autorità competenti non concederanno l'esportazione all'Austria e l'importazione in un paese non-membro della UE, a scopi commerciali, di oggetti marcati nella descrizione con „ASA“ (o „Artenschutz A“ [= „protezione delle specie A“]). La DOROTHEUM si riserva la correzione di errori, anche di stampa, e il diritto di rettificare le descrizioni dei lotti fino al momento della vendita.

## ESCLUSIONE DELLA RESPONSABILITÀ IN RELAZIONE ALLE CONDIZIONI DI VENDITA ALL'ASTA E TESTI CONTENUTI NEI CATALOGHI

Le condizioni di vendita all'asta, le informazioni ed i testi dei cataloghi in lingua inglese, francese, italiana o altra lingua rappresentano soltanto traduzioni ausiliarie senza effetto vincolante. La DOROTHEUM non può assumersi nessuna responsabilità per la correttezza della traduzione. Ai fini dell'interpretazione di eventuali punti di vista diversi tra il pubblico, gli acquirenti ed la DOROTHEUM faranno fede e saranno vincolanti esclusivamente le Condizioni di vendita all'asta, le informazioni e testi contenuti nei cataloghi redatti in lingua tedesca. Inoltre tutte le indicazioni di valuta estera sia nel catalogo che sulla visualizzazione di conversione monetaria s'intendono soltanto come cenni d'orientamento non vincolanti. Per l'esecuzione della vendita all'asta si applica esclusivamente la moneta esclusivamente valida in Austria (EURO).

## INFORMAZIONE

In base alle disposizioni dell'Unione Europea relative alla prevenzione del riciclaggio di denaro e alla lotta contro lo stesso (direttiva 2015/849/EU e BGLB I Nr. 95/2017) esiste un obbligo legale di legittimazione in caso di pagamento in contanti di prezzi d'acquisto da EUR 10.000,- in su. Per questo motivo La preghiamo di comprendere che in tal caso dobbiamo pregarLa di esibire un documento ufficiale munito di foto.

In caso di mandati d'acquisto che intende pagare in contanti, La preghiamo di inviare in precedenza, non più tardi di 48 ore prima dell'inizio della vendita all'asta, oltre al modulo di mandato d'acquisto, anche copia di un documento del genere, in particolare e comunque se non intende effettuare personalmente il pagamento o il ritiro, p.es. in caso di spedizione contro assegno di oggetti il cui prezzo di partenza o la cui stima inferiore sia di EUR 10.000,- o di più.

Avviso: L'obbligo legale di legittimazione verrà meno anche per il pagamento in contanti se in anticipo si effettua un (primo) pagamento parziale sotto forma di rimessa che parte da un conto bancario di cui Lei è intestatario, acceso presso un istituto bancario riconosciuto dall'UE nel territorio dell'UE; tale obbligo verrà meno anche qualora il mandato fosse stato autenticato da un notaio o munito di firma e-mail sicura ai sensi della Legge austriaca sulle firme elettroniche („Signaturgesetz“).

## CONDITIONS DE VENTE AUX ENCHÈRES / EXTRAIT DES CONDITIONS GÉNÉRALES DE VENTE AUX ENCHÈRES

La vente aux enchères se déroule selon les dispositions des Conditions générales de vente aux enchères et de la Tarification de l'entreprise <http://www.dorotheum.at/footer/agb.html> Dorotheum GmbH & Co KG (ci-après nommée «le DOROTHEUM»), qui est partie intégrante.

La vente aux enchères peut être effectuée par le DOROTHEUM en nom propre, à titre de commission ou à titre de courtage (au nom et pour le compte du vendeur). Le DOROTHEUM se réserve le droit, pour des motifs pertinents, soit de retirer tout objet de la vente aux enchères aussi longtemps que l'adjudication n'a pas été prononcée, soit de modifier descriptions et prix.

Préalablement à la vente aux enchères, des acheteurs potentiels peuvent demander un rapport d'état. Si le DOROTHEUM transmet des rapports d'état émanant d'experts externes, il exclut toute responsabilité pour l'exactitude de ces rapports.

Le commissaire-priseur pourra, à titre exceptionnel, séparer, réunir, présenter des lots à la vente en un procédé à deux temps, les retirer, ou bien s'écarter de l'ordre prévu. Dans le cas d'une vente en un procédé à deux temps, les objets en question sont nommés expressément et, dans un premier temps, présentés un par un, les plus fortes enchères et les plus offrants correspondants sont notés, d'abord toutefois sans adjudger. Dans un deuxième temps, les objets sont ensuite réunis en un lot unique et présentés aux enchères comme lot collectif, en tenant compte des plus fortes enchères déjà obtenues et des limites indiquées pour des objets pour lesquels il n'y a éventuellement pas eu d'offres. Enfin, l'adjudication est prononcée soit pour la plus forte enchère offerte pour le lot collectif, soit pour les plus fortes enchères individuelles, en retenant le prix plus élevé pouvant être obtenu, compte tenu des limites indiquées pour des objets pour lesquels il n'y a éventuellement pas eu d'offres.

Dans les descriptions figure soit la mise à prix soit la gamme des plus fortes enchères attendues par l'expert et avancée à titre indicatif, à chaque fois en euros.

En général, les enchères partent de la moitié de l'estimation inférieure, cette mise à prix pouvant varier entre la moitié de l'estimation inférieure et l'estimation inférieure même. En général, les enchères montent à chaque fois par paliers de 10 % de la mise à prix ou de l'offre précédente. L'adjudication pourra être prononcée même si l'estimation supérieure de l'expert n'a pas été atteinte. En tout cas, l'objet sera adjugé au plus offrant, à moins que le prix minimum convenu avec le vendeur n'ait pas été obtenu. Si l'on procède, au cours de la vente aux enchères, à une réduction successive de la mise à prix, les enchères commencent avec la première offre valable. S'il n'y a qu'un seul offrant, l'objet lui est adjugé. L'adjudication peut être soumise à la réalisation de conditions préalables.

Il incombe exclusivement au DOROTHEUM de décider de l'acceptation d'une offre en cas de divergences d'opinion, d'offres identiques alléguées pour un même objet ou lorsqu'une offre est passée inaperçue, n'a pas été remarquée ou a été omise de quelque autre manière ou lorsque le commissaire-priseur a commis une erreur concernant l'existence ou non d'une offre. Pour de tels motifs, le DOROTHEUM est en droit de résoudre l'adjudication, soit encore dans la vente en cours, soit à l'intérieur d'un délai de 3 jours ouvrables après la vente et de remettre l'objet aux enchères dans la vente en cours ou dans une vente ultérieure.

Pour tous les objets s'ajoutent au prix d'adjudication (plus forte enchère):

- la taxe d'achat (supplément)

- la TVA

- l'éventuel supplément de droit de suite (repéré dans le catalogue par un astérisque \*)

**La taxe d'achat est fixée comme suit:**

a) pour les objets à fiscalité différenciée (qui ne sont pas particulièrement signalés dans le catalogue/dans la description) ainsi que pour les objets vendus en qualité d'intermédiaire (repérés dans le catalogue/dans la description par un «V») (Vermittlung = Intermédiaire):

jusqu'à un montant de 100.000 euros:	25% de la plus forte enchère
pour les montants supérieurs à 100.000 euros:	22%
pour les montants supérieurs à 600.000 euros:	15%

Dans ces cas, la TVA en vigueur est déjà incluse dans la taxe d'achat (voir l'exemple au bas de la page<sup>1</sup>)

b) pour les objets entièrement soumis à la TVA (signalés dans le catalogue/dans la description par un «+» pour une TVA de 20% par un «-» pour une TVA de 13% ou par un «#» pour une TVA de 10%):

jusqu'à un montant de 100.000 euros:	20,84% de la plus forte enchère
pour les montants supérieurs à 100.000 euros:	18,34%
pour les montants supérieurs à 600.000 euros:	12,5%

Dans ce cas (b), la TVA en vigueur est calculée à partir du prix total (plus forte enchère avec en sus la taxe d'achat et un éventuel supplément de droit de suite) et vient s'ajouter au prix total (voir l'exemple au bas de la page<sup>1</sup>).

Pour des objets vendus en qualité d'intermédiaire («V»), le remboursement de la TVA pour une vente effectuée vers un tiers pays n'est pas possible.

Le remboursement de la TVA ne peut avoir lieu que sur des objets non marqués spécialement ou sur des objets marqués des symboles «+», «-» et «#», lorsque la vente s'effectue vers un pays non-membre de l'Union Européenne (tiers pays), pourvu que les exigences légales soient satisfaites et que l'exportation ait été authentifiée. Les livraisons à des entreprises soumises à l'imposition de la TVA dans un état membre de l'Union Européenne (à l'exception des livraisons à des entreprises ayant leur siège sur le territoire autrichien et à l'exception des objets soumis à la TVA sur la marge) sont imposables sur leur lieu de destination.

Dans ce cas particulier, la livraison des objets marqués des symboles «+», «-» et «#» n'est pas imposable en Autriche, lorsque, avant l'adjudication, l'acheteur a communiqué au DOROTHEUM son numéro d'identification de TVA.

Avis : En cas d'objets vendus après la vente aux enchères, la taxe d'achat sera majorée de 2 %.

<sup>1</sup> Exemple pour un objet à fiscalité différenciée ou vendu en qualité d'intermédiaire:

vente à la plus forte enchère de 3.000 euros, avec supplément de droit de suite → le prix brut est de 3.870 euros (plus forte enchère de 3000 euros + taxe d'achat de 750 euros + supplément de droit de suite de 120 euros)

<sup>1</sup> Exemple pour un objet entièrement soumis à la TVA de 20%:

vente à la plus forte enchère de 3.000 euros avec supplément de droit de suite → le prix brut est de 4.494 euros (plus forte enchère de 3.000 euros + taxe d'achat de 625 euros + supplément de droit de suite de 120 euros + TVA de 749 euros)

Immédiatement après l'adjudication, l'acheteur est tenu de s'acquitter en espèces du montant de l'achat (plus forte enchère à laquelle s'ajoute la taxe d'achat et la TVA ainsi que l'éventuel supplément de droit de suite). A titre exceptionnel, le DOROTHEUM pourra accorder un sursis de paiement. Le sursis de paiement pourra être soumis à la condition du versement d'un acompte adéquat. En cas de refus d'un sursis de paiement, l'adjudication pourra aussi être résolue rétroactivement et l'objet remis en vente dans la vente en cours ou dans une vente ultérieure. Lorsque l'adjudication a été résolue, le DOROTHEUM est également en droit d'adjuger l'objet en question au plus offrant venant en deuxième, à la dernière enchère de celui-ci. Si le montant d'un prix d'achat n'est pas payé durant la période fixée, le DOROTHEUM est habilité à facturer à l'acheteur des intérêts de retard calculés trimestriellement depuis le jour du retard de paiement, d'un taux de 6% l'an au-dessus du taux de l'EURIBOR / 3 mois (Euro Interbank Offered Rate) communiqué pour le dernier trimestre, arrondi au quart de pour cent supérieur.

Après l'adjudication, l'acheteur est responsable d'acquitter dans les délais le prix d'achat intégral, même s'il déclare, après l'adjudication, avoir enchéri pour un tiers. Si le DOROTHEUM établit, à la demande de l'acheteur, une facture libellée au nom du tiers qui lui a été désigné, le DOROTHEUM déclare par là uniquement accepter une simple obligation d'exécution (supplémentaire) de la part du tiers désigné par l'acheteur, sans pour autant concéder à cette personne des droits plus étendus tels que notamment un droit de compensation ou de rétention, etc., et tout en maintenant la responsabilité intégrale de l'acheteur.

Si, en dépit d'un rappel de paiement, l'acheteur manque, dans le délai imparti, totalement ou en partie à ses obligations découlant du contrat d'achat conclu avec lui, le DOROTHEUM pourra, pour le DOROTHEUM même et/ou pour le vendeur et nonobstant d'autres droits éventuels

1. soit persister à exiger l'exécution du contrat d'achat et à réclamer de l'acheteur, outre l'acquiescement du prix d'achat, le paiement de tous les intérêts, frais et débours, y compris les honoraires de conseil juridique, en vue d'obtenir l'exécution du contrat,
2. soit résilier le contrat d'achat. Dans ce cas, le DOROTHEUM se réserve le droit, pour le DOROTHEUM même et/ou pour le vendeur, d'exiger de l'acheteur de le tenir indemne pour la totalité des dommages causés par l'acheteur et pouvant résulter, après une vente compensatoire, notamment des taxes, coûts, débours et pertes dues aux prix de vente réduits, y compris tous les frais et débours ainsi que les honoraires de conseil juridique, etc.,
3. soit remettre l'objet aux enchères aux frais de l'acheteur.

Au cas d'une vente compensatoire ou d'une nouvelle vente aux enchères pour l'acheteur, celui-ci est, en ce qui concerne les taxes appliquées à cette opération, soumis au même régime qu'un vendeur. Si le résultat de la vente compensatoire ou de la nouvelle vente aux enchères ne suffit pas à couvrir la créance du DOROTHEUM, l'acheteur défaillant devra répondre de cette perte.

La remise et le transfert de propriété des objets adjugés n'auront lieu qu'après le paiement intégral du prix d'achat y compris tous les intérêts, taxes, frais et coûts.

Les objets adjugés doivent être pris en possession immédiatement. Les objets de petite taille adjugés et payés peuvent être enlevés immédiatement, les objets plus encombrants seulement le jour ouvrable suivant. Ils sont entreposés à compter de l'adjudication jusqu'à la prise en possession par l'acheteur à ses risques et périls. L'emballage et toute expédition sont aux seuls risques et frais de l'acheteur.

Si des objets adjugés ne sont pas enlevés à l'intérieur d'un délai de 14 jours après l'adjudication, le DOROTHEUM pourra soit facturer des frais d'entreposage (1 % de la plus forte enchère par mois, dans la mesure où aucune indication contraire ne figure dans le catalogue ou n'a été communiqué lors des enchères), soit les entreposer auprès d'un entreposeur, aux risques et frais de l'acheteur. Si l'acheteur ne procède pas, soit en personne soit en se servant d'un transporteur/commissionnaire de transport qu'il aura mandaté à cet effet, à l'enlèvement de l'objet adjugé, et ce à l'intérieur d'un délai de 90 jours après le jour de l'adjudication, le DOROTHEUM pourra remettre aux enchères l'objet adjugé, aux seuls risques et frais de l'acheteur. En ce qui concerne les taxes appliquées à cette opération, l'acheteur défaillant est soumis au même régime qu'un vendeur. La description des objets destinés à la vente aux enchères est basée sur les convictions subjectives des experts qui déterminent les mises à prix en conséquence. Leurs indications ne constituent la promesse ni d'une qualité ni d'une valeur définies. Le DOROTHEUM n'assume aucune responsabilité pour les indications faites dans ce contexte, notamment pas non plus selon les critères des articles 1299 et suiv. du Code civil autrichien (« ABGB »). Le DOROTHEUM n'assume aucune responsabilité non plus dans le cas où ce n'est pas le DOROTHEUM mais le vendeur lui-même ou un expert externe qui procède à la description et/ou à la fixation du prix, ainsi qu'en cas de ventes à titre de courtage.

En ce qui concerne les objets d'art, spécialement les tableaux et les antiquités, la description ne mentionne que les défauts et les dommages susceptibles de réduire sensiblement la valeur artistique de l'objet.

En cas de ventes en nom propre, le DOROTHEUM garantit aux acheteurs l'exactitude de ses indications concernant l'auteur (désignation de l'artiste), le fabricant, le moment de fabrication, l'origine, l'âge, l'époque, le milieu culturel de la fabrication ou de l'utilisation ainsi que les matériaux ayant servi à la fabrication, ceci dans les conditions suivantes: De telles indications sont inexactes, si elles ne correspondent pas aux connaissances scientifiques généralement accessibles et aux avis d'experts généralement reconnus. De telles indications seront considérées comme substantiellement inexactes si, en connaissance de l'inexactitude des indications en question, un acheteur moyen normal se serait abstenu de l'achat. Si l'acheteur prouve, à l'intérieur d'un délai de trois ans à compter de l'adjudication, que de telles indications du DOROTHEUM sont substantiellement inexactes, le prix d'achat lui est remboursé contre restitution simultanée de l'objet inchangé. A l'égard d'acheteurs pour lesquels l'achat conclu fait partie de l'activité commerciale de

leur entreprise, le DOROTHEUM présuppose en outre que ces acheteurs l'informeront immédiatement des leurs premiers doutes concernant l'exactitude des indications. En cas de changement touchant les connaissances scientifiques généralement accessibles et les avis d'experts généralement reconnus et intervenant jusqu'au moment de la réclamation élevée par l'acheteur et du règlement de cette réclamation, le DOROTHEUM pourra, à sa discrétion exclusive, soit annuler l'achat aux frais du vendeur soit refuser la réclamation. Si l'objet restitué présente un dommage ou une détérioration qui n'existait pas encore au moment de la conclusion du contrat, le DOROTHEUM pourra déduire du prix d'achat les frais de réparations adéquats et/ou une éventuelle diminution de valeur. Si l'acheteur a déjà utilisé l'objet restitué, le DOROTHEUM a de surcroît droit à une indemnité d'utilisation adéquate. Le DOROTHEUM accorde cette garantie ou bien d'autres garanties concédées dans des déclarations séparées, outre les droits de garantie légale et droits revenant aux consommateurs pour erreur; ces droits n'étant pas restreints par ces garanties. Pour des objets usagés, le délai de garantie légale revenant aux consommateurs est de 1 an. Toutes autres réclamations et prétentions quelles qu'elles soient et concernant le prix, la nature et l'état de l'objet acheté aux enchères ou bien des prétentions en dommages-intérêts, dans la mesure où celles-ci ne tombent pas de toute façon sous la garantie d'authenticité, sont exclues de la responsabilité du DOROTHEUM et de celle des personnes pour lesquelles il devrait répondre s'il n'y avait pas la présente clause d'exclusion de responsabilité, à moins que, dans les cas de contrats de vente conclus avec des consommateurs au sens de la loi autrichienne sur la protection des consommateurs («Konsumentenschutzgesetz»), des prétentions plus étendues ne soient fondées en raison d'une négligence grossière ou d'un acte intentionnel commis par des employés du DOROTHEUM. Dans le cas d'objets vendus aux enchères suite à une saisie, toute réclamation est exclue par la loi.

Dans le cas de ventes à titre de courtage, le DOROTHEUM n'assume aucune garantie ni autre responsabilité.

Le DOROTHEUM se réserve le droit d'utiliser les photographies et, le cas échéant, les enregistrements vidéo produits sur ordre du DOROTHEUM à partir des objets remis, ceci aussi aux fins d'une promotion générale de l'activité d'affaires du DOROTHEUM, sous forme électronique ainsi que sous forme imprimée, sans qu'il s'en suive pour le client un quelconque droit à un dédommagement financier. Le DOROTHEUM est en droit d'utiliser, de reproduire, de divulguer et de mettre à la disposition du public les photographies et enregistrements vidéo, en les publiant par exemple dans des catalogues, des magazines, des dépliants, des calendriers, des registres d'œuvres, des livres, des illustrations ainsi que pour des articles de publicité et de marchandisage de toute sorte, ceci sans aucune restriction concernant médias, lieux, temps ou quantités – et même sans faire référence à l'acte initial d'exploitation de l'objet ou à sa provenance.

Les ordres d'achat de clients n'assistant pas personnellement à la vente aux enchères sont acceptés par les courtiers autorisés ou les services compétents du DOROTHEUM.

Jusqu'à nouvel ordre, le DOROTHEUM accepte comme service gratuit des ordres d'achat par écrit, par téléphone, par fax ou par voie électronique. Le DOROTHEUM participera

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Tous les objets sont usés et pourraient porter des traces d'usure dues à leur âge. Des restaurations qui augmentent la valeur, spécialement dans le cas d'antiquités, ne sont pas mentionnées dans la description de l'objet. Celle-ci n'indique pas des dommages ou défauts évidents (visibles) ou qui sont peu importants pour l'évaluation. A propos de tels défauts, toute réclamation de la part de l'acheteur est exclue en vertu des dispositions légales.

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#### INFORMATION

Conformément aux dispositions de l'Union européenne relatives à la prévention et à la répression du blanchiment de capitaux (directive 2015/849/EU et BGBL I Nr. 95/2017), il existe une obligation légale de légitimation en cas de paiement en numéraire de prix d'achat à concurrence de 10.000,00 euros et plus. Nous vous prions donc de bien vouloir nous excuser que, dans un tel cas, nous devons vous demander de produire une pièce d'identité officielle avec photographie.

Si vous passez un ordre d'achat et si vous désirez payer en numéraire, veuillez envoyer au préalable et outre le formulaire pour l'ordre d'achat, au plus tard 48 heures avant le début de la vente aux enchères, également une copie d'une telle pièce d'identité, notamment dans le cas où vous ne procédez pas personnellement au paiement ou à l'enlèvement, par exemple, si vous envisagez un envoi contre remboursement pour des objets dont la mise à prix ou l'estimation inférieure sont de 10.000,00 euros ou plus.

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aux enchères pour le donneur d'ordre jusqu'à la limite à l'enchère que celui-ci aura indiquée. Le DOROTHEUM se réserve le droit soit de refuser d'accepter des ordres d'achat sans fournir de motifs soit de ne pas tenir compte d'ordres d'achat qui lui sont parvenus. Dans ce cadre, le DOROTHEUM n'assume aucune responsabilité pour une exécution correcte d'ordres d'achat.

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Si en cas d'une offre téléphonique la liaison téléphonique ne peut pas se faire à temps pour une raison quelconque, la limite à l'enchère sera de 75 % du prix d'estimation inférieur (150 % de la mise à prix en cas des ventes mise à prix). Le DOROTHEUM est en droit d'arrondir la limite jusqu'à l'enchère suivante.

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Des déclarations d'acceptation du DOROTHEUM en après-vente seront considérées dans les délais, si elles sont remises à la poste ou effectuées par fax ou téléphone jusqu'au terme du troisième jour ouvrable après le jour de la vente aux enchères ou après le jour de la réception, en prenant celle des deux dates qui sera postérieure à l'autre.

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Le lieu d'exécution est le siège commercial de la succursale /des services où l'acte juridique en question a été conclu. La langue du contrat est l'allemand. Tous les différends qui en découlent sont soumis exclusivement au droit matériel autrichien. La Convention des Nations Unies sur les contrats de vente internationale de marchandises (CISG) n'est pas d'application. Il est convenu que tous les différends découlant directement ou indirectement d'une vente aux enchères seront portés exclusivement devant le tribunal autrichien ayant la compétence territoriale pour 1010 Vienne, et compétent à raison de matière. Pour les consommateurs au sens de la loi autrichienne sur la protection des consommateurs, cette clause d'attribution de compétence est uniquement applicable à condition que ces personnes n'aient ni leur domicile ni leur résidence habituelle en Autriche et n'aient pas non plus d'emploi en Autriche et à condition qu'il n'existe pas de dispositions contraires.



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## KAUFAUFTRAG / ABSENTEE BID FORM

Wir bitten Sie, Kaufaufträge bis spätestens 24 Stunden vor Auktionsbeginn zu übermitteln.  
Please submit your absentee bid at least 24 hours before the start of the auction.

Palais Dorotheum  
Tel. +43-1-515 60-0, Fax +43-1-515 60-508  
kundendienst@dorotheum.at

**Kunden Nr. / Client No.** \_\_\_\_\_

**Name** \_\_\_\_\_

**Firma / Company** \_\_\_\_\_

**Adresse / Adress** \_\_\_\_\_

**Tel. / Fax** \_\_\_\_\_

**Tel. Auktion / Phone Bidding \*** \_\_\_\_\_

**E-Mail \*\*** \_\_\_\_\_

**UID Nr. / VAT No.** \_\_\_\_\_

**\*\* Bei Angabe Ihrer E-Mail-Adresse werden Sie automatisch über Ihre ersteigerten Objekte benachrichtigt. Bei erstmaligem Bieten ist die Übermittlung eines amtlichen Lichtbildausweises gemeinsam mit dem Auftrag notwendig.**

If you provide us with your email address, we will send you an automatic notification with your auction results. If you are a first-time bidder, you need to send us a photocopy of your official photo ID card together with the bid form.

- Abholung / Collection of Purchase**       **Versand / Shipping**  
(im Namen, für Rechnung und Gefahr des Kunden / on behalf of and at the risk and expense of the customer)
- Zutreffendes bitte ankreuzen / Please tick

**Anmerkungen / Notes**

Ich beauftrage Sie, unter Akzeptanz des Eigentumsvorbehaltes des Einbringers, bei folgenden Gegenständen bis zum angegebenen Limit für mich mitzusteigern bzw. möchte ich telefonisch mitsteigern. **Telefonische Gebote ab einem Mindestpreis von € 300,-\***. Für den Fall, dass die Telefon-Verbindung aus welchem Grund immer nicht rechtzeitig hergestellt werden kann, beträgt mein Ankaufslimit 75% des unteren Schätzwertes (150% des Rufpreises bei Rufpreisauktionen). Das Dorotheum ist berechtigt, zwischen zwei Steigerungsstufen liegende Ankaufslimits auf die nächsthöhere Stufe aufzurunden. Ich stimme zu, dass das Dorotheum mit mir zu führende geschäftsbezogene Telefongespräche aufzeichnet, für drei Jahre speichert und zu internen Zwecken der Abwicklung des Geschäftes und dessen Dokumentation sowie zu Beweis Zwecken verwendet. Ich akzeptiere ausdrücklich die Begründung eines Pfandrechtes an allen meinen Gegenständen, die das Dorotheum bereits inne hat, bzw. an allen aufgrund des gegenständlichen Kaufauftrages für mich ersteigerten Gegenständen. Die Allgemeinen Geschäftsbedingungen Versteigerung samt Gebührentarif der Dorotheum GmbH & Co KG, <http://www.dorotheum.com/gebuehrentarif> und die umseitigen Bedingungen werden dem Kaufauftrag zugrunde gelegt. Ausschließlicher Gerichtsstand Wien. Österreichisches Recht findet Anwendung. Erfüllungsort ist der Ort der Versteigerung. Nähere Hinweise siehe Rückseite.

I herewith instruct you, under acceptance of a reservation of the consignor's ownership, to bid for me up to the indicated price limit, or I would like to bid on the telephone, for the following items. **Phone bids are accepted for lots with a minimum starting price of € 300.00\***. In case the telephone connection cannot be made in time, for whatever reason, my bid top limit shall be 75% of the lower estimate (150% of the starting price in the case of „starting price auctions“). If my bid top limit falls between two bidding increments, the Dorotheum shall be entitled to round up my limit to the next highest bidding increment. I agree that the Dorotheum may record business-related telephone calls with me, store them for three years, and use them in furtherance of commercial transactions with me, their documentation and for evidential purposes. I herewith explicitly accept the establishment of a lien on all of my objects currently held by the Dorotheum, as well as on the objects bought at auction on my behalf according to the present bid order. This absentee bid is subject to the General Terms and Conditions-Auction Sales and the Tariff governing the auction sales of the Dorotheum GmbH & Co KG, <http://www.dorotheum.com/en/tariffofcharges> – and the rules stated on the reverse side of this bid form. Disputes shall be submitted exclusively to the law courts of Vienna. Austrian law shall apply. The place of performance is the place where the auction is held. For further information, please see overleaf.

Stammeskunst / Tribal Art , 31. 10. 2017, 39T171031

**Auktionsdatum und Zeit / Auction date and Time**

Nummer Lot Number	Objekt Item	€ Preis lt. Objektbeschreibung Price acc. to lot	€ Ankaufslimit (exkl. Gebühr u. USt.) Top Limit of Bid (excl. Premium & VAT)	☎*

\* Bei einem telefonischen Gebot kreuzen Sie bitte statt dem Ankaufslimit die Spalte ☎ an und geben Sie Ihre Telefon-Nr. für die Dauer der Auktion bekannt.  
If you wish to bid by telephone, please tick the ☎ column instead of the „Top Limit“ column and please note your telephone number during the auction.

Datum / Date

Unterschrift / Signature



## So bieten Sie mit!

### 1. Gebot abgeben

Schicken Sie uns Ihren Auftrag per E-Mail, Post, Fax oder bieten Sie auf unserer Webseite.

Gerne übernehmen wir Ihren Auftrag auch persönlich in einer unserer Filialen.

Für Rückfragen stehen wir Ihnen gerne zur Verfügung.

### 2. Auktion

Die Objekte werden dem Meistbietenden zugeschlagen. Zum Meistbot wird die Käufergebühr und gegebenenfalls der Folgerechtszuschlag hinzugerechnet.

Wir garantieren Ihnen, dass Sie den Zuschlag auch unter Ihrem Ankaufslimit erhalten, wenn keine höheren Gebote vorliegen.

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If you have any queries, please do not hesitate to contact us.

### 2. Auction

The highest bidder for any item will be the successful bidder.

The buyer's premium and, if applicable, the resale right royalty shall be charged in addition to the highest bid.

We guarantee to knock the lot down to you also at a price below your bid top limit if no higher bids are made.

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Der Bieter ist an sein Gebot bis zum Ablauf des dritten Werktages nach dem Auktionstag gebunden. Langt das Gebot nach der Auktion, z.B. nur für einen Nachverkauf, ein, endet die Bindungsfrist mit Ablauf des dritten Werktages nach Ende des Tages, an welchem das Gebot beim Dorotheum eingelangt ist. Die Annahmeerklärung durch das Dorotheum im Nachverkauf ist rechtzeitig erfolgt, wenn sie bis zum Ablauf des dritten Werktages nach dem Auktionstag oder nach dem Tag des Einlangens, sollte dies nach der Auktion erfolgt sein, zur Post gegeben oder telefonisch oder via Telefax vorgenommen wird.

**Für unsere Auslandskunden:** Bei Verkäufen ins Ausland wird die Umsatzsteuer rückerstattet, wenn die gesetzlichen Voraussetzungen für die Umsatzsteuerfreiheit gegeben sind und der Ausfuhrnachweis erbracht wird. Wir ersuchen daher schon bei Auftragserteilung um Ihre Versandorder.

Der Auftraggeber stimmt zu, dass die von ihm bekannt gegebenen Daten für Zwecke der Buchhaltung sowie zu internen Marktforschungs- und Marketingzwecken erhoben, bearbeitet, gespeichert und genutzt werden dürfen. Diese Daten werden vom Dorotheum zur Erfüllung von gesetzlichen Vorschriften, zur Abwicklung des Zahlungsverkehrs und zu Werbezwecken verwendet. Der Auftraggeber stimmt weiters der Übertragung der Daten an Partnerunternehmen des Dorotheum zu, die diese für die oben aufgezählten Zwecke verwenden dürfen. Diese Zustimmungen können jederzeit durch Mitteilung an die Anschrift Dorotheum GmbH & Co KG, Dorotheergasse 17, 1010 Wien, Kundendienst, per Telefax Nr. 515 60-508 oder per E-Mail an [kundendienst@dorotheum.at](mailto:kundendienst@dorotheum.at) widerrufen werden.

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The limit(s) must be indicated in figures. Bids stating „buy at best price“, „buy unconditionally“ etc. will not be taken into account. The bidder's exact address must be given. **Please note: Only the lot number shall be binding for registering a bid order.** In the event of identical bids, the one received earlier will take precedence. The Dorotheum may accept as a service, free of charge, bid orders submitted in writing, by telephone, fax or electronically, however, without assuming any liability. At the auction, the Dorotheum will bid on behalf of the client by increments, not exceeding, however, the top limit stated in the bid order. The Dorotheum reserves the right to reject absentee or telephone bids without having to disclose the reasons, or to disregard bid orders. Please submit your order(s) up until 24 hours before the start of the auction at the latest.

The bidder shall be bound by its bid until the end of the third workday after the auction date. If the Dorotheum receives the bid only after the auction, e.g., only for a post-auction sale, the validity of the bid shall end upon the expiration of the third workday after the bid was received by the Dorotheum. Acknowledgements by the Dorotheum regarding post-sale bids are deemed to have been made timely if posted, faxed or given by telephone on or before the expiration of the third workday after the auction date or, if the bid is received after the auction, after the day of receipt.

**Important information for our clients residing abroad:** Purchases to be shipped abroad are exempt from VAT/subject to VAT refund if the relevant legal requirements are met and if export is proved. You are, therefore, requested to let us have your shipping instructions together with your bid. The client herewith consents that the data made available by him/her may be collected, processed, stored and used for accounting purposes as well as for internal market research and marketing purposes. The Dorotheum will use such data for complying with statutory provisions, for carrying out payment transactions and for advertising purposes. The client furthermore consents that the data may be transmitted to partner companies of the Dorotheum, which may use such data for the purposes listed above. Such declarations of consent may be revoked at any time by a notice sent to Dorotheum GmbH & Co KG either by mail at the address: Dorotheergasse 17, 1010 Vienna, Austria, Client Services, or by telefax to telefax No. 51560-508, or by E-Mail to [kundendienst@dorotheum.at](mailto:kundendienst@dorotheum.at).

There is no right of withdrawal in long-distance and off-premises sales (Fern- und Auswärtsgeschäfte-Rücktrittsrecht). Please note that the total amount of applicable transportation and insurance costs resulting from distance, size and content cannot be calculated at present.



