

CAPSULE



INTERNATIONAL FINE ART

CAPSULE GALLERY in collaboration with
LITCHFIELD AUCTIONS presents:

INTERNATIONAL FINE ART

A curated sale of paintings, sculptures, drawings and other art.
Condition reports and provenance are provided in the online catalog at capsulefineart.com.
If you require any additional information to inform your bidding, please contact the gallery.

Auction:

Thursday, September 27 - 6:30 PM EST

Exhibition:

Capsule Gallery
618 East Ninth Street New York, NY
Tuesday, September 25: 11am-5pm
Wednesday, September 26: 11am-5pm
Thursday, September 27: 11am-5pm
and by appointment

Select Exhibition:

Litchfield Auction
425 Bantam Rd, Litchfield, CT
Thursday, September 13: 10am - 5 pm
Friday, September 14: 10am - 5 pm
Saturday, September 15: 10am - 5 pm

CAPSULE GALLERY INQUIRIES / INFORMATION

General Information:
info@capsulegallery.nyc

Bidder Registration:
bids@capsuleauctions.com

Consignment Inquiries:
consign@capsuleauctions.com

Payments and Shipping:
sales@capsuleauctions.com

Phone: 212-353-2277 Fax: 212-656-1536

Location:
618 East Ninth Street
New York, NY 10009

Specialist Directory:

Simon Baranoff simon@capsuleauctions.com
Nicholas Thorn nick@capsuleauctions.com
Tara O'Toole tara@capsuleauctions.com

CAPSULE

Capsule Gallery is an exciting new venue for Modern, Post-War, Contemporary and other curated art sales. Auctions are conducted live and online from our state-of-the-art exhibition space in New York's East Village. Capsule seeks to make great artwork accessible to a wide range of collectors, art advisors, designers, dealers, and gallerists. We are proud to offer the most competitive consignment terms and best outright purchase offers for exceptional, fresh-to-market artwork.

The buyer's premium for each lot purchased is 25% of the hammer price.

Phone bids may be arranged until 4 pm on the day prior to the sale.

Absentee bids are accepted until the beginning of the sale.

Condition reports are not listed in this catalog. If you have questions about the condition of a particular work, please contact the gallery.

Please note, we are glad to provide you with our opinions of condition, however all works are sold according to our Terms of Sale which can be found in this catalog and online at capsulefineart.com.

Online bidding is available through Invaluable, Bidsquare, Artsy and LiveAuctioneers.

UPCOMING SALES

8 November 2018: Art and Design

(20th century, Post War and Modern)

23 January 2019: American Art

(in collaboration with Litchfield Auctions)

LITCHFIELD AUCTIONS

INQUIRIES / INFORMATION

General Information

sales@litchfieldcountyauctions.com

Consignment

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Invoicing

buying@litchfieldcountyauctions.com

Phone: 860-567-4661 Fax: 860-567-4038

Specialist Directory

Fine and Decorative Arts

Tom Curran tom@litchfieldcountyauctions.com

Michelle Marcisz michelle@litchfieldcountyauctions.com

Nick Thorn nick@litchfieldcountyauctions.com

Ancient and Ethnographic Art

Wendy Kuhne wendy@litchfieldcountyauctions.com

Books and Manuscripts

Gary Osborn gary@litchfieldcountyauctions.com

Jewelry

Erica Weigold erica@litchfieldcountyauctions.com

Geodes and Fossils

Sue LaCourse sue@litchfieldcountyauctions.com

Administrative Directory

President

Nick Thorn nick@litchfieldcountyauctions.com

Vice President / Director of Operations

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Vice President / Estates & Collections

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LITCHFIELD

Auctions

Litchfield Auctions is Connecticut's Premier Auction House. Each year, Litchfield presents ten specialized and general sales of property sourced from fine estates and excellent collections.

Auctions are conducted simultaneously live and online from their spacious gallery. Litchfield has become an invaluable resource to executors and other estate professionals as they have been offering complete estate solutions since 1994.

Major Estates & Collections handled by Litchfield Auctions include:

- Alice Lawrence
- Mary Griggs Burke
- Mike Nichols & Diane Sawyer
- Bruce Willis
- Lynn Redgrave
- Anna Moffo
- Horst P. Horst
- Joan Rivers
- Property from estates located in historic NYC buildings such as The Plaza, The River House, The Beresford, Alwyn Court and One Sutton Place.
- Property from estates decorated by major interior designers such as Robert Couturier, Albert Hadley & Iris Apfel.
- Deaccessions from the Brooklyn Museum of Art, major financial institutions, law firms and advertising companies.

UPCOMING EVENTS

October 20, 2018: Asian Art + Litchfield Interiors

November 24, 2018: Jewelry + Couture + Litchfield Interiors

Litchfield's Signature Holiday Weekend Event
featuring the widely popular Boutique + Tag Sale

Lot 01

RENÉ GENIS

French, (1922-2004)

La Statue de la Liberté

oil on canvas

signed verso

art: 17 $\frac{3}{4}$ x 21 $\frac{1}{4}$ inches

frame: 25 x 28 inches

\$1,000-1,500



Lot 02

FREDERICK SERGER

American, (1889-1965)

Still Life with Pitcher, Pears and Knife

oil on canvas

signed lower left

art: 15 x 19 ¼ inches

frame: 25 ½ x 30 inches

\$1,000-1,500



Lot 03

LOUIS VALTAT

French, (1869-1952)

Studies of a Cat

pencil on paper

initialed L.V. lower right

sight: 9 ½ x 7 ½ inches

frame: 18 ½ x 15 ½ inches

\$400-600



Lot 04

ANDRÉ DERAÏN

French, (1880-1954)

Studies of a Figure

conté crayon

signed lower right

sight: 20 ½ x 18 ½ inches

frame: 27 ¼ x 24 ¼ inches

\$600-800



Lot 05

EUGÈNE BOUDIN

French, (1824-1898)

La Pêche

pencil drawing

initialed EB in blue ink lower right

sight: 2 $\frac{3}{4}$ x 4 inches

frame: 13 x 14 $\frac{1}{2}$ inches

\$800-1,200





Lot 06

ALBERT MARQUET: French, (1875-1947), *Study of a Woman* (1916), charcoal on paper, initialled a.m. lower right, sight verso (above): 10 $\frac{1}{4}$ x 7 $\frac{7}{8}$ inches, sight recto (opposite): 9 $\frac{5}{8}$ x 7 $\frac{1}{4}$ inches, \$400-600



Lot 07

GIUSEPPE GARINEI

Italian, 19th Century

Tavern Scene

oil on canvas board

signed GPE Garinei, Firenze lower left

art: 17 ½ x 23 ½ inches

frame: 26 x 32 inches

\$1,000-2,000



Lot 08

HENRI BARNOIN

French, (1882-1940)

Market Scene

oil on board

signed H. Barnoin lower right

sight: 14 ½ x 17 ½ inches

frame: 21 x 24 inches

\$2,000-3,000



Lot 09

AFTER **CHRISTOFFEL WÜST**

Dutch / American, (1801-1853)

Dutch Fisherman's House (1831)

oil on panel

signed C. Wüst 1831 verso

panel: 13 $\frac{3}{4}$ x 12 inches

frame: 18 $\frac{1}{2}$ x 17 inches

\$1,000-1,500



Lot 10

MAX SCHÖDL

Austrian, (1834-1912)

Still Life with Clock, Satsuma Jar and Mandolin (1897)

oil on Dusseldorf stenciled panel
in later Heydenryk frame
signed and dated upper left

art: 13 x 9 ½ inches
frame: 19 x 15 ½ inches

\$1,500-2,500



Lot 11

CARLOS MÉRIDA

Guatemalan, (1891-1984)

Danzantes (1963)

gouache on handmade paper
signed and dated lower left

paper: 19 ½ x 15 inches

frame: 26 x 22 inches

\$2,000-4,000



Lot 12

ISAAC PAILES

French / Ukranian, (1895-1978)

Still Life with Figure, Paints and Pipe

oil on canvas

signed lower left

art: 15 x18 inches

\$2,000-3,000



Lot 13

GEORGE JONES

English, (1786-1869)

The Market in Abbeyville

oil on panel

art: 33 x 26 $\frac{3}{4}$ inches

frame: 45 $\frac{1}{2}$ x 39 $\frac{1}{2}$ inches

\$2,000-4,000



Lot 14

ATTRIBUTED TO **JOHN HOPPNER**

English, (1758-1810)

Portrait of a Young Man

oil on canvas

no signature observed

canvas: 35 x 27 ½ inches

frame: 44 x 36 inches

\$3,000-5,000



Lot 15

ATTRIBUTED TO **GIULIO CESARE PROCACCINI**

Italian, (Bologna 1574-1625 Milan)

Heads of Two Men in Fanciful Headgear

black and red chalks on laid cream paper

paper: 9 ¼ x 12 ½ inches

frame: 16 ½ x 19 ¾ inches

\$3,000-5,000



Lot 16

CIRCLE OF **ANDREA DEL SARTO**

Italian, (Florence 1486-1530)

The Madonna, Jesus and Saint John

oil on panel

possibly faintly signed or inscribed lower right

panel: 24 x 17 ¼ inches

\$3,000-5,000



Lot 17

ETIENNE DINET

French, (1861-1929)

Untitled (Algerian Boy)

pastel and gouache

signed E. Dinet lower right

sight: 12 ½ x 9 inches

frame: 17 x 13 ½ inches

\$3,000-5,000



Lot 18

RAOUL DUFY

French, (1877-1953)

Course de Chevaux

pencil drawing
signed lower right

sight: 7 x 10 inches
frame: 16 x 19 inches

\$3,000-5,000



Lot 19

DAMIANUS VAN DER GOUDE (WORKSHOP OF FRANS FLORIS) AFTER GERARD DAVID

Netherlandish, 16th century

The Adoration of the Magi (1555)

oil on canvas (previously transferred from panel)

66 x 74 inches

\$40,000-60,000

Provenance: Formerly in the Augusta Family Collection, thence by descent to Cristina Augusta. Purchased by Laura Sconocchia Fisher Steinberg, ex-spouse of the late financier Saul Steinberg.

Literature: The Fifteenth Century Netherlandish Schools (National Gallery Catalogues) November 24, 1998 by National Gallery, Lorne Campbell (Author), page 145, Figure 7.



Lot 20

LOUIS VALTAT

French, (1869-1952)

Basket of Fruit

oil on canvas on board

initialled L.V. lower right

sight: 10 ½ x 13 ¾ inches

frame: 20 x 23 ½ inches

\$15,000-20,000



Lot 21

HENRI JOSEPH THOMAS

Belgian, (1878-1972)

Seated Nude (c. 1956)

oil on panel

signed in red upper left

sight: 12 x 9 inches

frame: 18 x 15 inches

\$3,000-5,000



Lot 22

MAUD SUMNER

South African, (1902-1985)

Dorothy

oil on canvas

signed lower right

sight: 35 ½ x 27 ¾ inches

frame: 40 x 32 ½ inches

\$5,000-8,000



Lot 23

TRANSFORMATION STUDIOS (DYLAN LEWIS)

South African, (b. 1964)

Spider Monkey Temptation III

bronze

initialled T.S. and numbered 3/100 on leaf-shaped base

22 x 23 x 12 inches

\$6,000-9,000



Lot 24

BENJAMÍN CAÑAS

Salvadoran, (1933-1987)

Untitled (1976)

oil on board

signed lower right

sight: 19 x 23 inches

frame: 32 x 36 inches

\$6,000-9,000

Lot 25

ALEJANDRO COLUNGA

Mexican, (b. 1948)

Woodpecker in the Pot

mixed acrylic

labeled verso

sight: 29 ½ x 23 ½ inches

frame: 33 ½ x 27 ½ inches

\$7,000-10,000





Lot 26

ROBERTO MONTENEGRO: Mexican, (1885-1968), *Fruteros: A Pair*, oil on canvas, both signed lower right. Above, art: 21 $\frac{3}{4}$ x 25 $\frac{1}{2}$ inches, frame: 23 x 26 $\frac{3}{4}$ inches. Opposite, art: 24 x 19 $\frac{3}{4}$ inches, frame: 28 $\frac{1}{4}$ x 24 $\frac{1}{2}$ inches, \$10,000-15,000



Lot 27

DOMINGO RAMOS

Cuban, (1894-1967)

Flamboyant (1951)

oil on canvas

signed and dated lower right

sight: 20 ¼ x 25 ¼ inches

frame: 28 ¼ x 33 inches

\$15,000-25,000



Lot 28

ÁNGEL BOTELLO

Spanish / American (Puerto Rican), (1913-1986)

Portrait of a Girl

bronze

signed and numbered 4/6 at base

21 x 8 ½ x 5 inches

\$10,000-15,000



Lot 29

ÁNGEL BOTELLO

Spanish / American (Puerto Rican), (1913-1986)

Two Young Girls

oil on board

signed lower right

sight: 18 x 23 inches

frame: 29 x 34 inches

\$12,000-15,000



Lot 30

HAROLD VOIGT

South African, (b. 1939)

African Landscape IV

oil on canvas

signed lower right

canvas: 47 x 71 inches

frame: 49 x 73 inches

\$10,000-15,000



Lot 31

HAROLD VOIGT

South African, (b. 1939)
African Landscape (1980)

oil on canvas
no signature observed

canvas: 71 x 48 inches
frame: 73 x 49 ½ inches

\$15,000-25,000



Lot 32

VUSI KHUMALO

South African, (b. 1951)

Huts and Kraal (2001)

mixed media with collaged elements
signed and dated lower right

art: 19 ½ x 32 ½ inches

shadow box: 28 ¾ x 42 x 2 ½ inches

\$3,000-5,000



Lot 33

JOHN MEYER

South African, (b. 1942)

April Lilies, 62.59

mixed media on canvas
signed lower right

canvas: 19 x 12 inches

frame: 31 x 24 inches

\$8,000-12,000



Lot 34

JOHN PIPER

English, (1903-1992)

Freshwater Isle of Wight (1983)

mixed media

signed lower left

sheet: 15 ¼ x 20 ¾ inches

frame: 25 x 30 inches

\$10,000-15,000



Lot 35

ANTOINE-LOUIS BARYE

French, (1796-1875)

Thésées Combattant le Minotaure

bronze on marble base

inscribed BARYE at base

art: 18 ½ x 12 ½ x 6 ½ inches

base: 2 ¼ x 12 ½ x 7 inches

\$12,000-18,000



Lot 36

CLEMENT SERNEELS

Belgian, (1912-1991)

Still Life #1 (1983)

oil on canvas

signed and dated lower right

canvas: 39 ½ x 35 inches

frame: 46 ½ x 42 ½ inches

\$5,000-8,000



Lot 37

KIM DONALDSON

Zimbabwean, (b. 1952)

Young Kudu Bull

mixed media, watercolor and pastel on paper
signed lower right

sight: 25 $\frac{3}{4}$ x 39 inches

frame: 35 x 48 inches

\$2,000-3,000



Lot 38

GIACOMO MANZÙ

Italian, (1908-1991)

Passo di Danza

bronze

impressed on base, MANZÙ, Fonderia MAF Milano

22 ¾ x 4 ½ x 5 ½ inches (including base)

\$20,000-30,000



Lot 39

LYONEL FEININGER

German / American, (1871-1956)

A Sailing Ship at a Dock (1942)

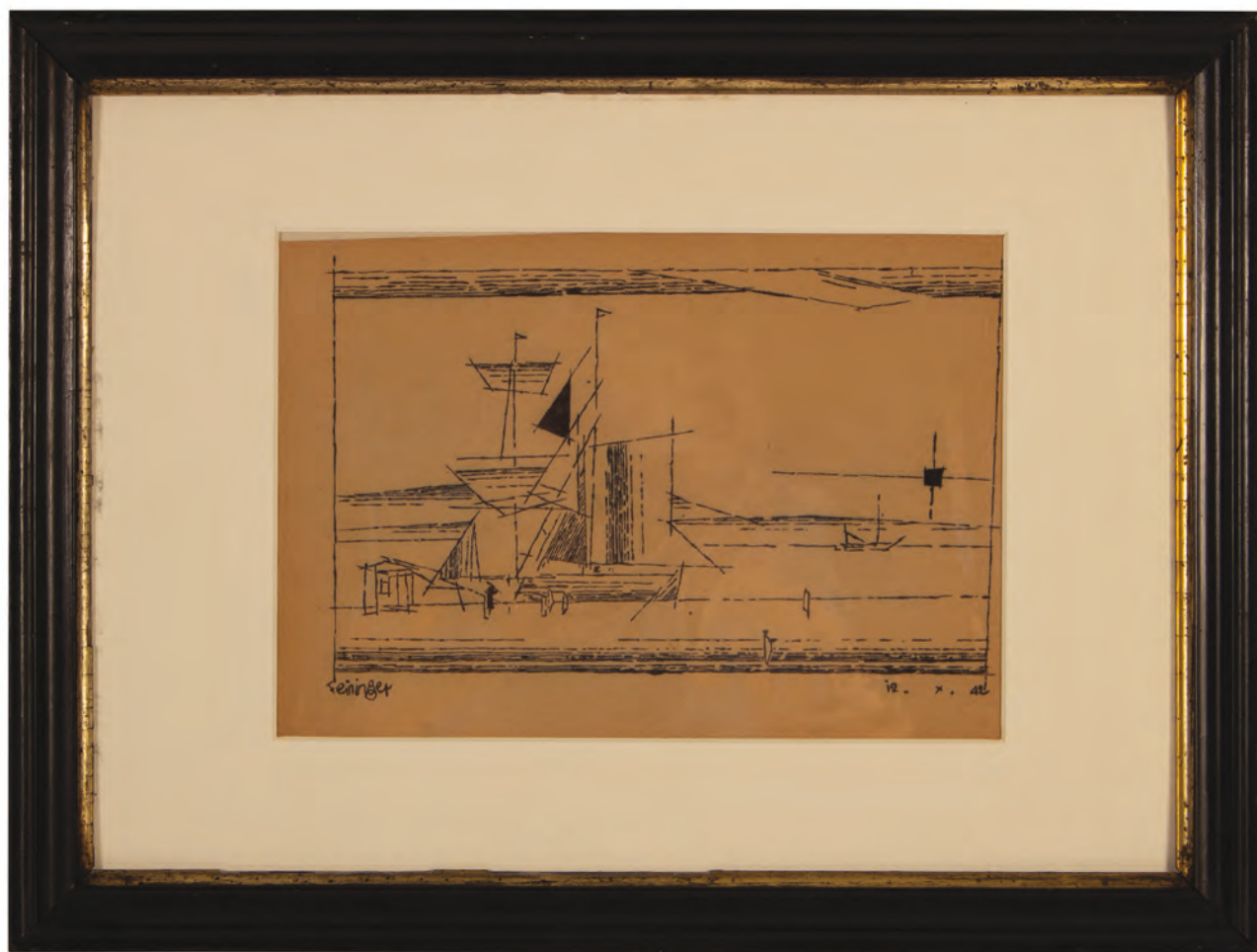
ink on paper

signed and dated bottom

sight: 6 ⁷/₈ x 9 ⁷/₈ inches

frame: 13 x 18 inches

\$10,000-15,000



Lot 40

HENRY MOORE

English, (1898-1986)

Hands Relief

bronze mounted on velvet lined
backing board

sculpture: 14 ½ x 13 inches

overall: 19 ½ x 18 inches

\$15,000-20,000



Lot 41

LEONCILLO LEONARDI

Italian, (1915-1968)

Untitled

white terracotta with wooden base
signed and dated verso

form: 32 x 17 ½ x 10 inches

base: 11 x 15 ½ x 2 inches

\$50,000-70,000



Lot 42

ROSS BLECKNER

American, (b. 1949)

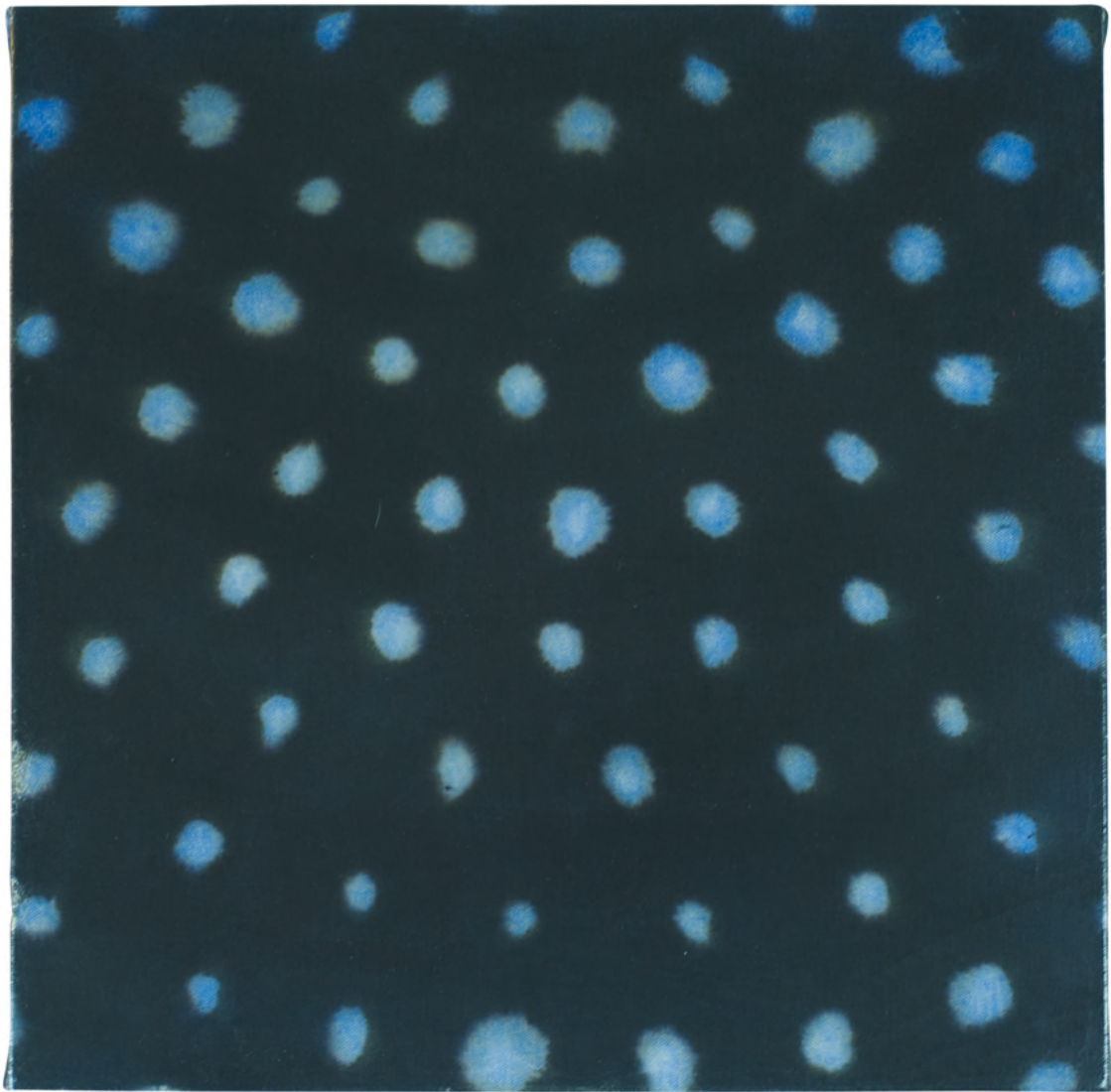
RB - 6636 (2014)

oil on canvas

signed and dated verso

17 $\frac{7}{8}$ x 18 inches

\$4,000-6,000



Lot 43

LILIANA PORTER

Argentinean, (b. 1941)

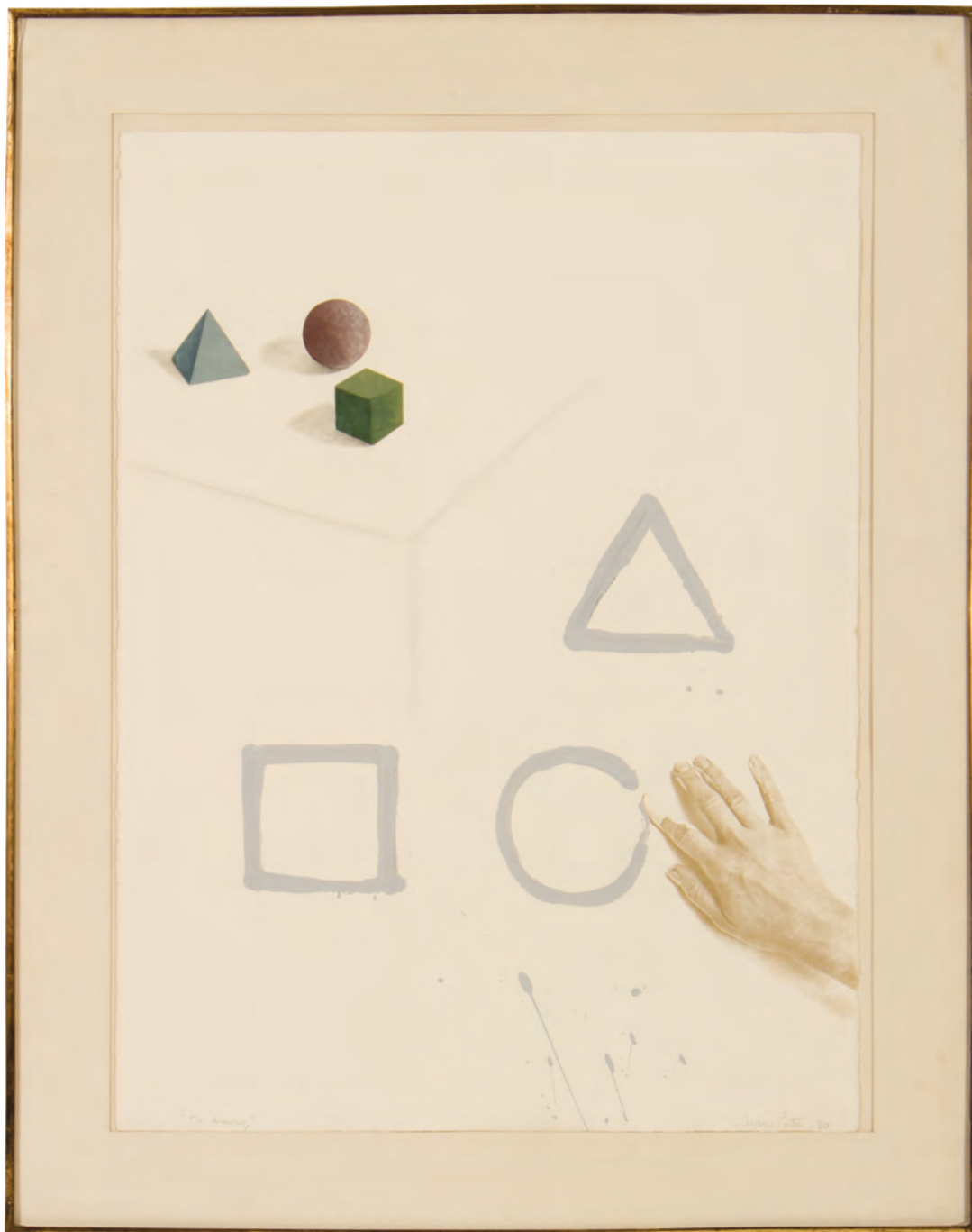
The Drawing (1980)

pencil, black chalk, collage, photo-etching, and oxide on paper
signed and dated in pencil lower right

art: 30 x 22 inches

frame: 37 x 29 inches

\$5,000-8,000





Lot 44

DUANE MICHALS: American, (b.1932), *The Kentucky Kid*, silver gelatin, series signed and numbered 5/25, each photo initialed DMI verso, 10 sheets, each: 5 x 7 inches, \$3,000-5,000



Lot 45

FRANCISCO ZÚÑIGA

Costa Rican / Mexican , (1912-1998)

Two Women Looking at a Mirror (1980)

conté crayon and mixed media
signed lower right

sight: 38 ½ x 26 ½ inches

frame: 48 ½ x 36 ½ inches

\$2,000-3,000



Lot 46

GEORGE GROSZ

German, (1893-1959)

Lake Scene

watercolor

signed lower right

sight: 18 $\frac{3}{4}$ x 14 $\frac{1}{4}$ inches

frame: 25 $\frac{3}{8}$ x 20 $\frac{7}{8}$ inches

\$1,500-2,500



Lot 47

ALICE HALICKA

Polish, (1895 - 1975)

Beach and Bathers

oil on canvas

signed lower left

sight: 28 x 36 inches

frame: 36 x 44 inches

\$4,000-6,000



Lot 48

MIGUEL PADURA

Cuban, (b.1957)

Still Life with Gourd and Bottles (c.1984)

oil on canvas

signed lower left

canvas: 17 x 20 inches

frame 17 ½ x 20 ½ inches

\$2,000-4,000



Lot 49

MIGUEL PADURA

Cuban, (b.1957)

Portrait of a Woman

watercolor and ink on paper
signed upper right

sight: 14 x 13 inches

frame: 16 ½ x 15 ½ inches

\$2,000-4,000



Lot 50

ROBERT KNAUS

Austrian, (b. 1910)

Window with Scale

oil on board

signed vertically left and right edges

18 x 13 ½ inches

\$300-500





Lot 51

MANNER OF CLAUDE GELLÉE, CALLED CLAUDE LORRAIN: French, (Chamagne 1600-1682 Rome), *River Scenes*, oil on canvas, no signature observed, each: 12 $\frac{3}{4}$ x 20 inches, frame: 17 $\frac{3}{4}$ x 25 inches, \$2,000-3,000



Lot 52

AFTER **WILLEM VAN MIERIS**

Dutch, (Leiden 1662-1747)

Susannah and the Elders

oil on panel

signed W.V. Meiris Anno 17 verso

15 ¼ x 12 ¼ inches

\$800-1,200



Lot 53

ROBERT GLEN

Kenyan, (b. 1940)

Lioness and Kill (1990)

bronze

signed, dated and numbered 3/6 at base

art: 8 ½ x 21 x 8 inches

base: 1 x 21 x 8 ¾ inches

\$2,000-3,000



Lot 54

ROBERT GLEN

Kenyan, (b. 1940)

Lioness and Vulture (1993)

bronze

signed, dated and numbered 2/6 at base

art: 25 x 27 x 16 ½ inches

base: ¾ x 17 x 9 inches

\$2,000-3,000



Lot 55

AFTER THOMAS WYCK
Flemish, (1616-1677)
A Woman and Man at a Fountain

oil on panel
inscribed by T. Wyck verso

sight: 16 $\frac{1}{8}$ x 14 inches
frame: 25 $\frac{1}{2}$ x 23 $\frac{1}{2}$ inches

\$800-1,200



Lot 56

AFTER **WILLIAM REDMORE BIGG**

English, (1755-1828)

New Tricks

oil on canvas

sight: 30 x 25 inches

framed: 38 x 33 inches

\$800-1,200



Lot 57

AFTER FRANCESCO DE MARIA

Italian, 16th/17th C.

Figure Study of Neptune (c. 1650)

drawing

bears signature Francesco de Maria lower right

sight: 19 ¼ x 10 ½ inches

frame: 27 x 18 inches

\$500-800



CAPSULE

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- (a) "Bidder", "You" and/or "Your" refer to a person or entity who bids at an auction or purchases at a sale conducted by CAPSULE GALLERY INC..
- (b) "Buyer's Premium" is a payment due CAPSULE GALLERY INC. from a Purchaser equal to 25% of the Successful Bid Amount of a Lot at auction or the purchase price of an Item in a sale.
- (c) "Consignor" refers to a person who has consigned Property to CAPSULE GALLERY INC. for auction or sale.
- (d) "CAPSULE GALLERY INC."; "We", "Us" and/or "Our" refer to Capsule Gallery, Inc.
- (e) "Property", "Lot" and/or "Item" refer to one or more pieces of personal property identified for auction or sale by CAPSULE GALLERY INC..
- (f) "Purchaser" refers to a person who is determined by CAPSULE GALLERY INC. to be the successful Bidder for Property at an auction or who purchases Property at a sale.
- (g) "Successful Bid Amount" is the highest bid for Property acknowledged by CAPSULE GALLERY INC. at an auction.
- (h) "Total Purchase Price" is the Successful Bid Amount at an auction or the purchase price at a sale plus the Buyer's Premium. In addition to the Total Purchase Price other fees, charges and taxes may apply and are due and payable with the Total Purchase Price.

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Withdrawal. We reserve the right to withdraw any Property from auction or sale at any time for any reason.

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Remedies for Nonpayment. If a Purchaser fails to pay the Total Purchase Price of Property plus applicable fees, charges and taxes in full by wire transfer or other acceptable method within seven (7) days after the date of sale, in addition to other remedies available to Us and the Consignor by law, We may retain as damages all payments made by the Purchaser and may hold the Purchaser liable for all sums due together with costs of collection, including attorneys' fees. In addition to such remedy We may at Our option (a) cancel the sale and/or (b) resell the Property at public auction or by private sale without reserve, and the Purchaser will be liable for any deficiency, handling charges, expenses of both sales, Our commission on both sales at Our regular rates, all other fees and charges due hereunder, and all other costs and expenses, including attorneys' fees and incidental damages. Any Purchaser defaulting hereunder will be deemed to have granted Us a security interest in, and We may maintain as collateral security for such Purchaser's obligations to Us, any Property in Our possession owned by such Purchaser. We shall have all of the rights afforded a secured party under the New York Uniform Commercial Code with respect to such Purchaser. We reserve the right to hold Property purchased at an auction or sale until payment has been made in full by wire transfer. Payment will not be deemed to have been made until We have received payment in full of the Total Purchase Price of Property plus applicable fees, charges and taxes by wire transfer or other acceptable method.

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Bidding, Right to Reject Bids and Disputes. If We decide that a bid is an insufficient amount, We may reject the bid and/or remove the Property from sale. The highest Bidder acknowledged by CAPSULE GALLERY INC. will be the Purchaser. In the event of any question regarding a bid or other dispute, We will have sole and final discretion to determine the Purchaser and to resolve all other elements of the transaction. We may withdraw the Property from auction or sale and may re-offer it at our discretion. We are not responsible for any acts, errors or omissions relating to bids or other elements of the transaction.

Recognition of Purchaser. After CAPSULE GALLERY INC.'s indication that a Lot has been sold, ownership rights to the Lot will pass to the Purchaser upon fulfillment by such Purchaser of all the conditions set forth herein. At the conclusion of bidding for a specific Lot, the Purchaser (a) assumes full risk and responsibility for the Lot, and (b) is obligated to pay the Total Purchase Price of the Lot.

Sales Tax. Unless exempt by law as evidenced by a valid resale certificate, a Purchaser will be required to pay New York sales tax on the Total Purchase Price. Right to Publicize. CAPSULE GALLERY INC. reserves the right to retain, publish and use for any purpose (including publicity), and to disclose to whomever CAPSULE GALLERY INC. elects, any information, photographs and written materials relating to Property. CAPSULE GALLERY INC. may exercise said rights before, during or after an auction or sale.

Reserve. Some Lots may be subject to a reserve ("Reserve"), which is the confidential minimum price below which a specific Lot will not be sold. A Reserve may be agreed upon between CAPSULE GALLERY INC. and the Consignor or it may be established by CAPSULE GALLERY INC. in its sole discretion. CAPSULE GALLERY INC. may implement a Reserve by opening the bidding process on behalf of the Consignor and then CAPSULE GALLERY INC. may bid on the Lot until the amount of the Reserve has been reached. If CAPSULE GALLERY INC. has an ownership interest in a Lot, CAPSULE GALLERY INC. may bid up to the Reserve to protect such interest. If CAPSULE GALLERY INC. decides that any opening bid is below the Reserve of the Lot, CAPSULE GALLERY INC. may reject the bid and/or withdraw the Lot from auction.

Agency. Property offered for sale by CAPSULE GALLERY INC. is offered in CAPSULE GALLERY INC.'s capacity as agent for the owner of the Property. The sale of Property occurs from the owner of the Property to the Purchaser.

Deposit. In certain instances, CAPSULE GALLERY INC. may require that a prospective Bidder pay to CAPSULE GALLERY INC. a deposit in order to place a bid on Property.

Limit of Liability. In no event will We be liable to a Purchaser for any reason for an amount that exceeds the portion of the Total Purchase Price actually paid.

Time of the Essence. Time is of the essence with respect to Your obligations under these Terms and Conditions.

Severance Provision. In case any one or more of the provisions contained in these Terms and Conditions shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, these Terms and Conditions shall be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein.

Governing Law. These Terms and Conditions shall be governed by New York law under the jurisdiction of the courts of New York.

Modification. CAPSULE GALLERY INC. reserves the exclusive right to waive or modify these Terms and Conditions.

Capsule Bid Form

- ☐ Absentee Bid
☐ Phone Bid

CAPSULE

Admin use

Paddle #

☐ Confirmed

NAME	RESALE	STATE
ADDRESS	PHONE	
CITY, ST, ZIP	ALTERNATE #	
EMAIL	PHOTO ID	
CREDIT CARD NUMBER	EXP. DATE	CVV

Lot #

Title and Description

**Absentee or
Contingency Phone Bid**
(Excluding buyer's premium)

By signing this form below, the signer (herein the "Bidder") indicates that the Bidder has read, understood and accepted the terms and conditions of sale (herein "Terms and Conditions") of Capsule Gallery, Inc. (herein "CAPSULE") as set forth on CAPSULE's website, or as otherwise made available to the Bidder. The Bidder agrees to comply with and be bound by the Terms and Conditions.

The Bidder hereby requests and authorizes CAPSULE to place the bids set forth above on behalf of the Bidder. The Bidder understands and agrees that CAPSULE will place the bids on behalf of the Bidder as a courtesy and that CAPSULE shall not be responsible for any error, omission or failure in the execution of bids. The Bidder understands that CAPSULE conducts auctions through multiple bidding platforms using multiple methods. In the event of any dispute or question regarding bids, CAPSULE will have sole and final discretion to determine the Purchaser. At the discretion of CAPSULE, the credit card information submitted on this form may be used to process payment of all purchases plus the 25% buyer's premium as a credit card charge if less than \$5,000.00.

25% BUYER'S PREMIUM APPLIES TO ALL PURCHASES.

Signature:

Date

618 East 9th Street, New York, NY 10009 | INFO@CAPSULEGALLERY.NYC
Phone (212) 353-CAPS (2277) | Fax (212) 656-1536

