



CAPSULE

PHOTOGRAPHY + FINE PRINTS



CAPSULE GALLERY presents:

PHOTOGRAPHY + FINE PRINTS

Auction:

Tuesday, December 11, 2018 — 12:30 PM EST

Exhibition:

Capsule Gallery

618 East Ninth Street New York, NY

Friday December 7th, 11am — 5pm

Saturday, December 8th, 11am — 5pm

Monday, December 10th, 11am — 5pm

Condition reports and provenance are provided in the online catalog at capsuleauctions.com. If you require any additional information to inform your bidding, please contact the gallery.

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 capsuleauctions.com

Online bidding is available through Invaluable, Artsy and LiveAuctioneers.

UPCOMING SALES

29 January 2019: American Art

12 March 2019: 20th Century Art





PHOTOGRAPHY



01

JOCK STURGES American (b. 1947)

The Last Day of Summer Portfolio (1992)

Portfolio of three gelatin silver prints, each signed by the artist in a cloth-covered clamshell case.

Numbered 24 of an edition of 100 and 10 artist's proofs.

Each print has an image size of 10 ½ x 13 ½ inches and is matted to 16 x 20 inches.

\$1,000-2,000





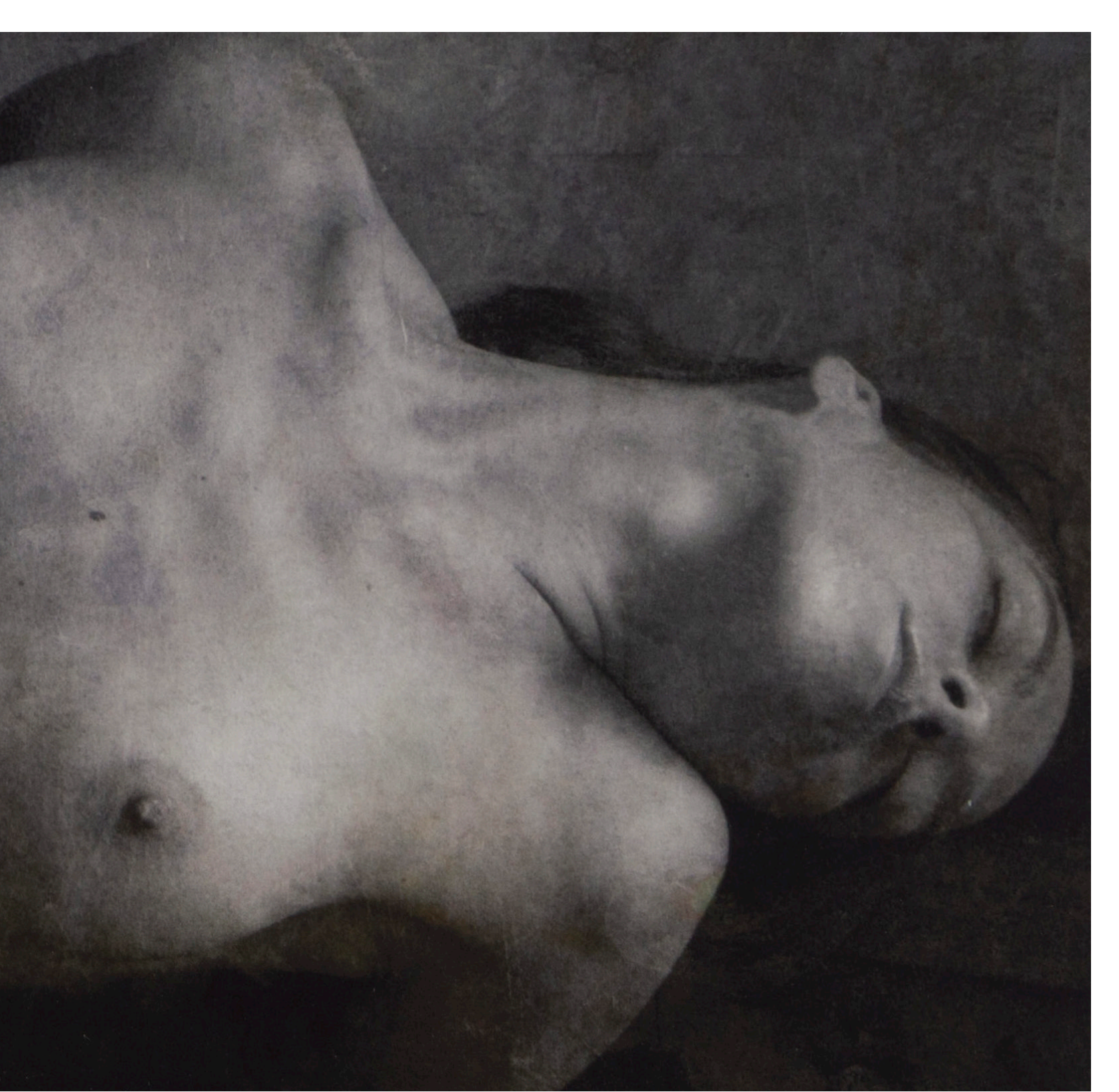
02

KATIA CHAUSHEVA Bulgarian

Photographs (2009)

Portfolio containing nine archival pigment prints on Museo Portfolio Rag paper. Each print measures 11 x 14 or 11 x 11 inches and is signed and numbered 4 from an edition of 18 with 2 Artist Proof sets. Collection is matted and housed in a custom designed, silk-covered clamshell box with a colophon and essay by Arden Kass.

\$500-800



03

JOCK STURGES American (b. 1947)

Portfolio Collection 10 Photos

gelatin silver prints

signed, numbered and dated verso

assorted numbers from editions of 40

10 sheets: 20 x 16 inches each

\$4,000-7,000





04

JOCK STURGES American (b. 1947)

Platinum One

clamshell portfolio containing ten platinum prints

images: 7 ½ x 9 ½ inches

sheets: 12 x 14 inches

each titled, signed, dated and numbered 7/25 by the photographer

\$4,000-7,000



05

JOCK STURGES American (b. 1947)

Twenty-Five Years (2004)

The complete set of ten gelatin silver prints. Published in 2004 by Paul Cava Fine Art.
Each signed, titled and numbered verso. Edition number 12/25.

\$5,000-8,000



55, rue de Valenciennes, 112

LE DOCTEUR MADAME PIERRE MOÏSE

avec leurs très sincères
félicitations et leurs
meilleurs vœux.



06

SOPHIE CALLE *French (b. 1943)*

La Fille du Docteur (1991)

New York and Santa Monica: Thea Westreich and Fred Hoffman Gallery, 1991. Signed on the justification page, numbered 7/230. 11 inches. Leopard print velvet over boards, purple endpapers, with original stiff card box. Title, dedication, [49 pp.], colophon. Complete with sixteen reproductions of congratulation cards given to Calle's parents at her birth, each housed in a glassine envelope, facing striptease photos of Calle printed on translucent vellum paper.

\$1,500-2,500

07

DIANE ARBUS American (1923 — 1971)

5 Contact Sheets of Carlotta Berger

Each sheet 8 x 10 inches. One sheet having a single image removed and one having one image removed and one image partially removed. This work is from an assignment for Harper's Bazaar on underwear (never published) of Diane's friend Carlotta Berger (née Marshall). An Image from this series is published on page 171 of Diane Arbus: Revelations by Elisabeth Sussman, Doon Arbus et al.

From the Estate of Carlotta Berger, who worked as a photographer and assistant to Alexey Brodovitch through whom she came to know (and have a lifelong friendship with) Diane Arbus.

\$2,000-3000



08

GEORGE PLATT LYNES American (1907 — 1955)

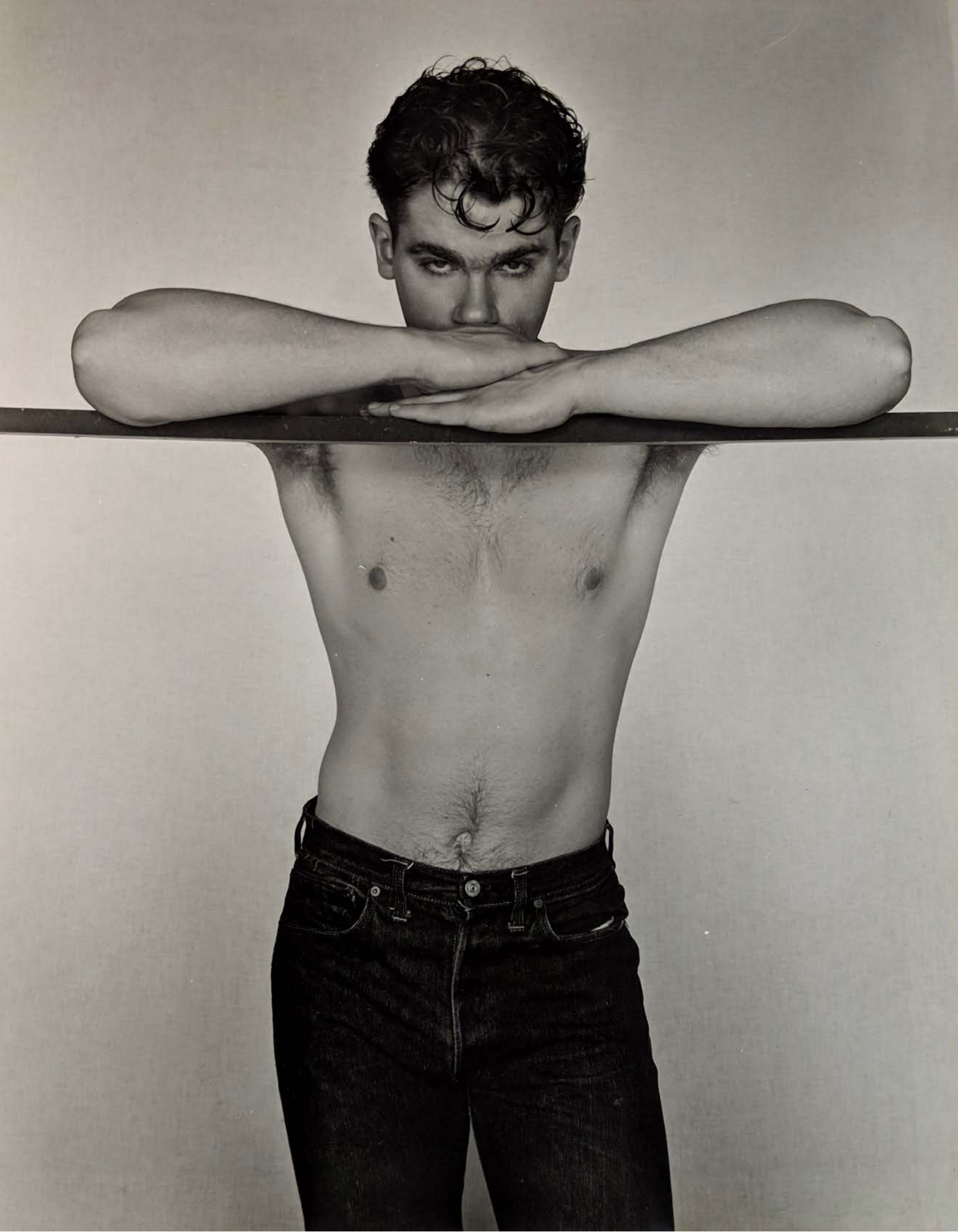
Nino Sansone at Bar (1950)

gelatin silver print

stamped verso

9 ¼ x 7 ½ inches

\$1,500-2,500



09

GEORGE PLATT LYNES American (1907 — 1955)

Two Nude Men

gelatin silver print

stamped verso

8 ½ x 7 ⅞ inches

\$1,500-2,500



10

GEORGE PLATT LYNES American (1907 — 1955)
Nudes and Mattress (1941)

gelatin silver print
8 x 10 inches

\$1,500-2,500





11

GEORGE PLATT LYNES American (1907 — 1955)

Alain Bocouilla (1937)

gelatin silver print

stamped verso

9 x 7 1/8 inches

\$1,500-2,500



12

FRANCESCA WOODMAN American (1958 — 1981)

Maddowell Colony Peterborough; New Hampshire; Summer 1980

gelatin silver print

estate stamp

numbered 4/40 printed 1999

Marian Goodman Gallery label verso

sight: 5 x 5 inches

sheet: 8 x 10 inches

\$2,000-3,000



13

FRANCESCA WOODMAN American (1958 — 1981)

N.307.1/ New York, 1979-1980

gelatin silver print

estate stamp

numbered 20/40 printed 1999

Marian Goodman Gallery label verso

sight: 5 x 5 inches

sheet: 8 x 10 inches

\$2,000-3,000



14

FRANCESCA WOODMAN American (1958 — 1981)

E.6/ Boulder, Colorado, 1972-1975

gelatin silver print

estate stamp

ed. 2/40 printed 1999

Marian Goodman Gallery label verso

sight: 5 x 5 inches

sheet: 8 x 10 inches

\$2,000-3,000







15

ALBERT ARTHUR ALLEN American (1866 — 1962)
 selections from *The Model, Series No. 1* (1925)

gelatin silver prints
 nine images, five with Paul Cava stamp
 approximately 8 x 10 inches each

\$1,500-2,500

16

GUGLIELMO PLÜSCHOW German (1852 — 1930)

Nude Study (c. 1900)

albumen print
9 x 6 ½ inches

\$400-800



17

GUGLIELMO PLÜSCHOW German (1852 — 1930)
Untitled (1900)

albumen print
sight: 8 x 6 inches
frame: 16 ½ x 14 ½ inches

\$500-800



18

BARON WILHELM VON GLOEDON German (1856 — 1931)

Untitled (print of classically posed Italian youth) (c. 1900, printed 1977)

arrowroot print

sight: 15 1/8 x 11 1/8 inches

frame: 25 7/8 x 20 7/8 inches

\$500-800



19

BARON WILHELM VON GLOEDON German (1856 — 1931)

Untitled (four Italian youth at play) (1925)

gelatin silver print

sight: 6 ⁷/₈ x 9 ¹/₄ inches

frame: 18 ⁷/₈ x 14 ⁷/₈ inches

\$500-800



20

UNKNOWN PHOTOGRAPHER

Nude Study with Arms Raised (c.1880)

albumen print
6 1/2 x 4 5/8 inches
\$400-600



21

LEE MILLER American (1907 — 1977)

Picnic (1937)

gelatin silver print

stamped verso

numbered 25/100

image: 9 ⁷/₈ x 10 inches

sheet: 15 ¹/₂ x 12 inches

\$1,000-1,500



22

ANDY WARHOL American (1928 — 1987)

Portrait of Man Ray (1974)

polaroid

artist's blind stamp

4 x 3 inches

\$2,000-3,000



PAULY MARTEL

23

LARRY CLARK American (b. 1943)
plate from *Teenage Lust* (1972)

gelatin silver print
signed verso
image: 8 x 12 inches
sheet: 11 x 14 inches

\$2,500-3,500



24

HELMUT NEWTON German-Australian (1920 — 2004)

Diving Tower; Old Beach Hotel; Monte Carlo (1981)

gelatin silver print

signed and stamped verso

print 7; suite 2; edition B

image: 10 $\frac{3}{4}$ x 10 $\frac{7}{8}$ inches

sheet: 16 x 12 inches

\$7,000-9,000



25

HELMUT NEWTON German-Australian (1920 — 2004)

Sylvia in My Studio (1984)

gelatin silver print

signed verso

print 1; edition # B

image: 10 ⁷/₈ x 10 ⁷/₈ inches

sheet: 15 ⁷/₈ x 12 inches

\$8,000-12,000





26

HORST P. HORST American-German (1906 — 1999)

Prostrate Nude, N.Y. (1952)

platinum-palladium print

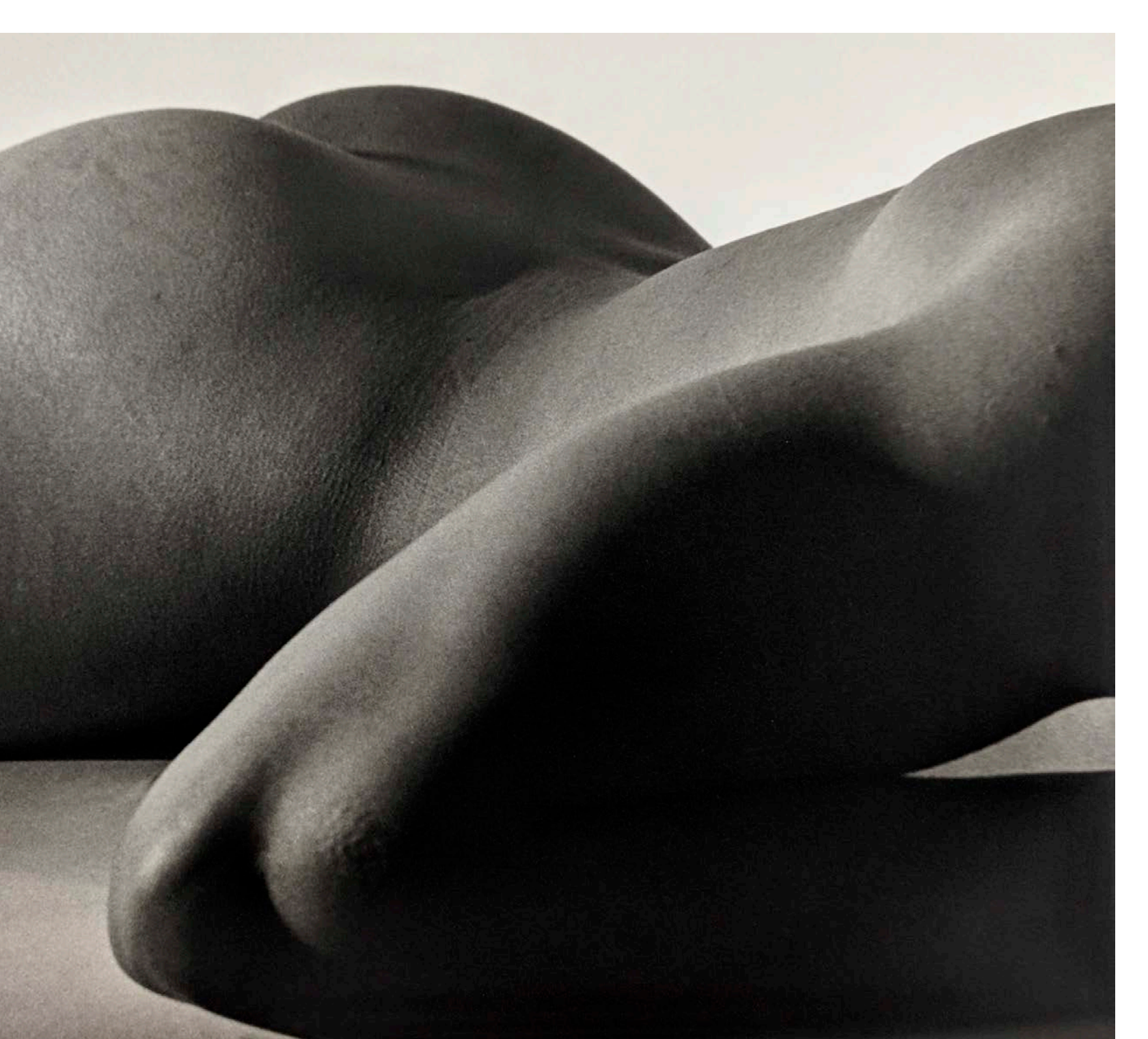
signed verso, stamped

numbered 4/25

image: 13 1/2 x 19 1/2 inches

sheet: 20 x 24 inches

\$5,000-7,000



27

HORST P. HORST American-German (1906 — 1999)

Male Nude, Frontal, N.Y. (1952)

platinum-palladium print

signed verso

numbered 5/25

image: 18 ¼ x 15 inches

sheet: 21 ¾ x 18 inches

\$5,000-7,000



28

PETER HUJAR American (1934 — 1987)

Carlos (1981)

gelatin silver print

signed verso

numbered 11/25

image: 14 ½ x 14 ¾ inches

sheet: 19 ¾ x 15 ⅞ inches

\$5,000-7,000



29

ANDERSON & LOW

Danish National Gymnastic Team #8, Double Japanese Handstand (1998/2000)

gelatin silver print

signed verso

numbered 3/25

image: 13 x 10 ½ inches

sheet: 16 x 12 inches

\$1,000-2,000





30
JOE ZIOLKOWSKI American (b. 1960)
 4 prints from *Walking the Line*

gelatin silver prints
 signed verso
 assorted numbers from editions of 25
 images: 14 x 14 inches
 sheets: 16 x 20 inches

\$1,000-2,000



31

SALLY MANN American (b. 1953)

Equivalent #2, Possum Tail (1987)

gelatin silver print

signed verso

numbered 1/25

8 x 10 inches

\$800-1,200



32

SALLY MANN American (b. 1953)

Equivalent #1, Moon Flower (1985)

gelatin silver print

signed verso

numbered 1/25

8 x 10 inches

\$800-1,200







33
SALLY MANN American (b. 1953)
Jessie at Age 6 (1988)

gelatin silver print
signed verso
numbered 3/25
image: 19 3/4 x 2 1/2 inches

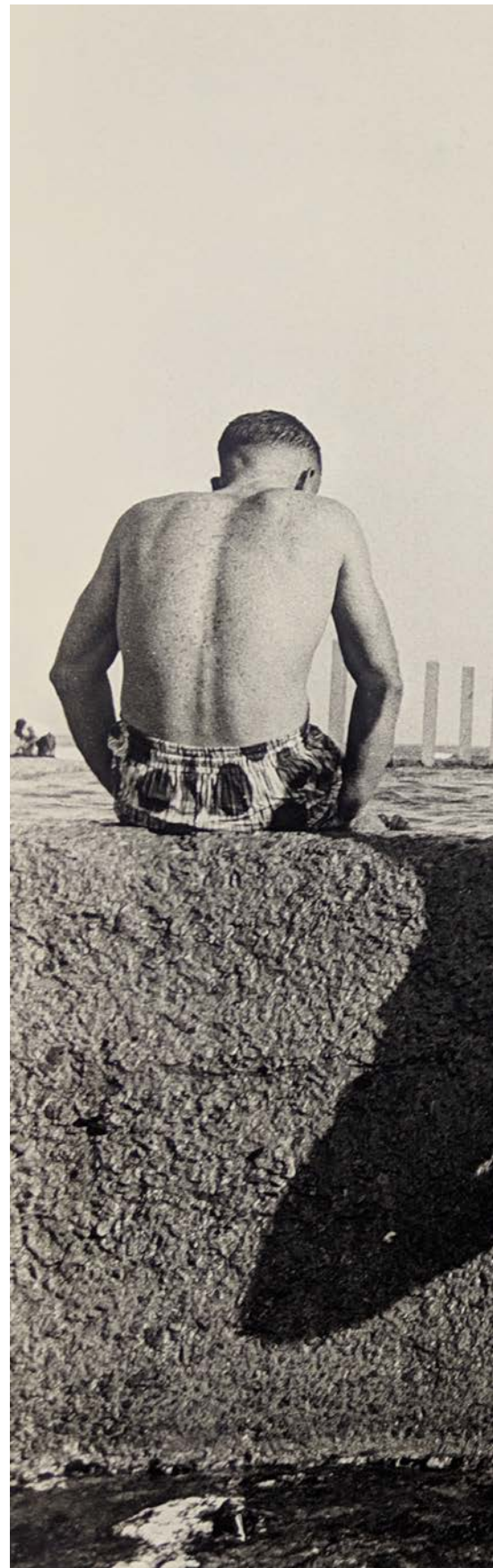
\$10,000-15,000

34

MAX DUPAIN Australian (1911 — 1992)
At Newport (1952)

gelatin silver print
signed lower right
13 ¹/₈ x 16 ⁵/₈ inches

\$3,000-5,000





35

PETER STACKPOLE American (1913-1997)

Marines, 2nd Division, Saipan (1944)

gelatin silver print

signed lower right and verso

image: 12 1/4 x 10 inches

sheet: 13 x 11 inches

\$2,500-\$3,500



36

LEE FRIEDLANDER American (b. 1934)

Nude (1979)

gelatin silver print

signed and stamped verso

image: 12 x 8 inches

sheet: 14 x 11 inches

\$3,000-5,000





37

BRUCE OF LOS ANGELES American (1909 — 1974)

3 Prints of Joe D'Allesandro (1966)

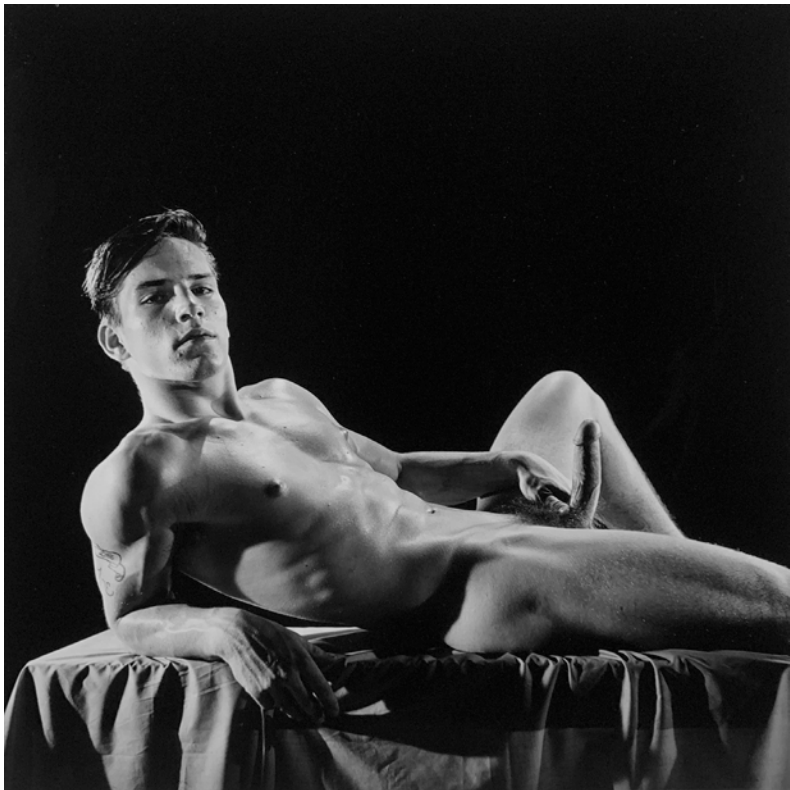
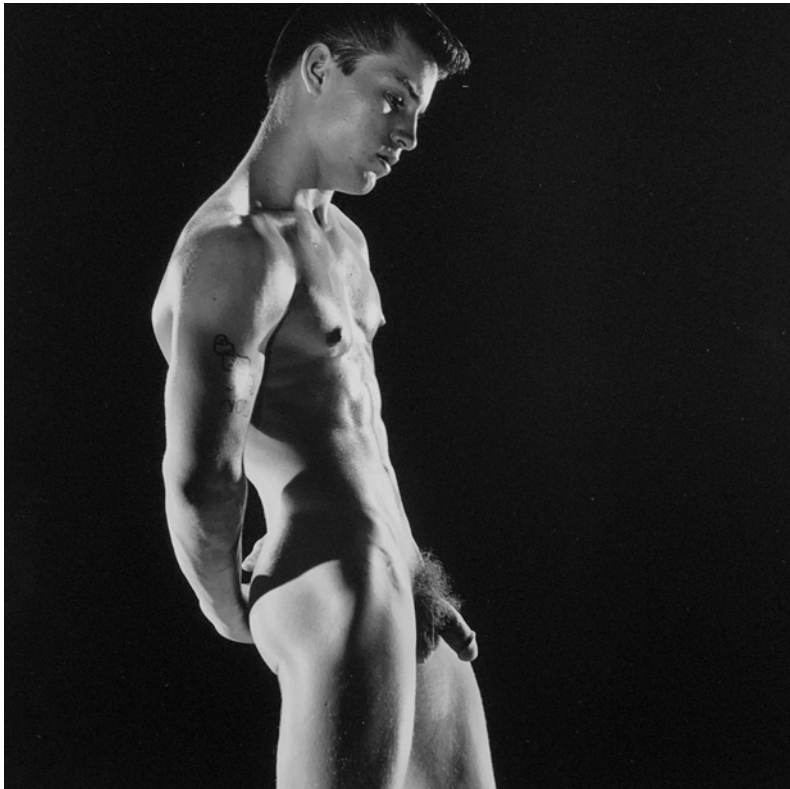
gelatin silver prints

estate stamp verso

images: 15 ½ x 15 ¼ inches

sheets: 20 x 16 inches

\$800-1,200







38

SUSAN DERGES English (b. 1955)

Untitled (Eye) (1991)

gelatin silver print

signed verso

numbered 29/100

image: 14 x 11 ½ inches

sheet: 17 x 14 inches

\$800-1,200

39

CAROLEE SCHNEEMAN American (b. 1939)

single image form *Eye Body*

gelatin silver print

signed and inscribed verso

numbered 1/6

10 ½ x 10 ½ inches

\$5,000-8,000









40

CAROLEE SCHNEEMAN American (b. 1939)

single standing image from *Eye Body*

gelatin silver print

signed verso

numbered 1/6

10 ½ x 10 ½ inches

\$5,000-8,000



41

HENRI CARTIER-BRESSON French (1908 — 2004)
Pierre Bonnard in his studio, Le Cannet, France (1944)

gelatin silver print
signed lower right
sight: 9 1/2 x 14 inches
sheet: 12 x 16 inches

\$2,000-3,000







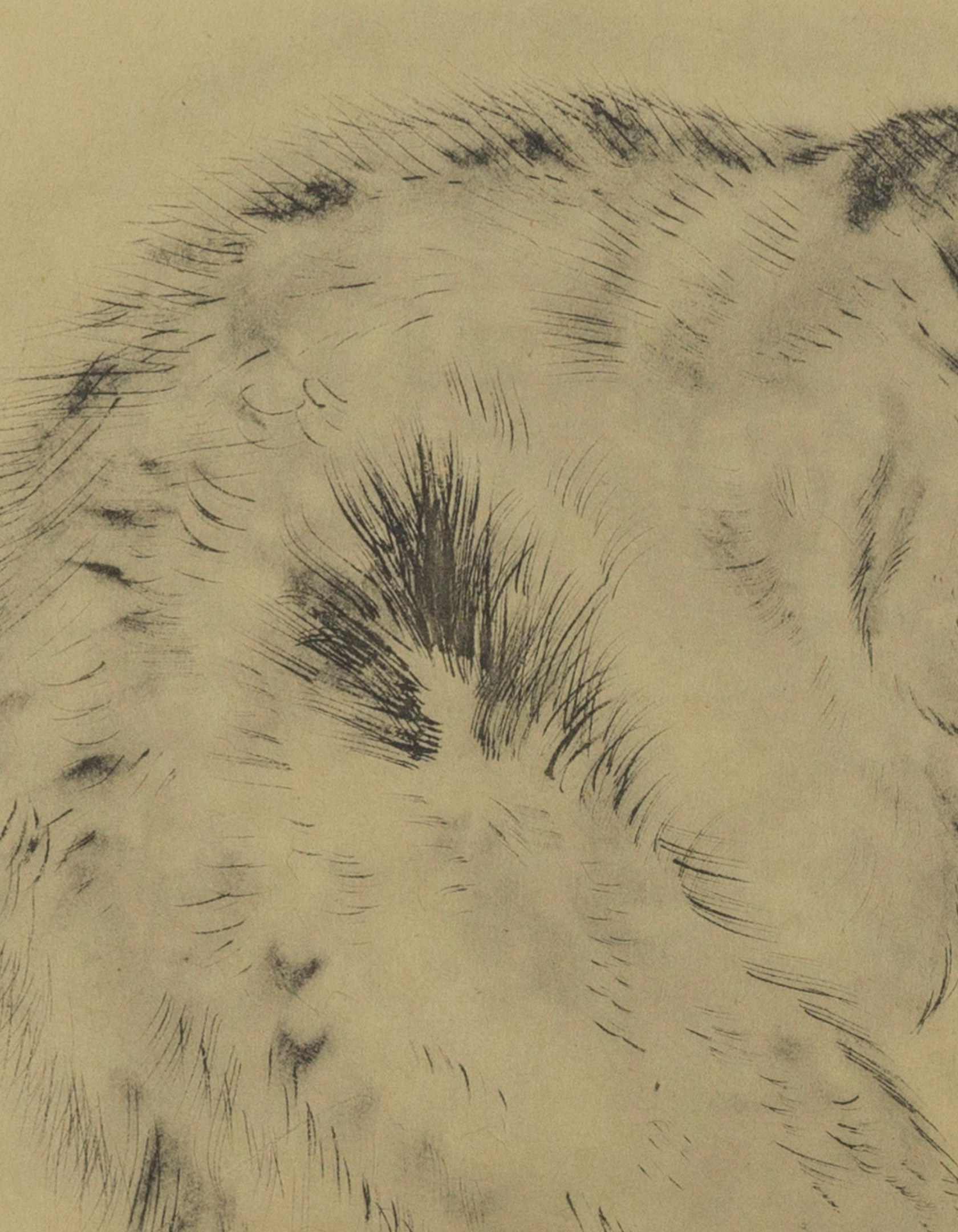
42

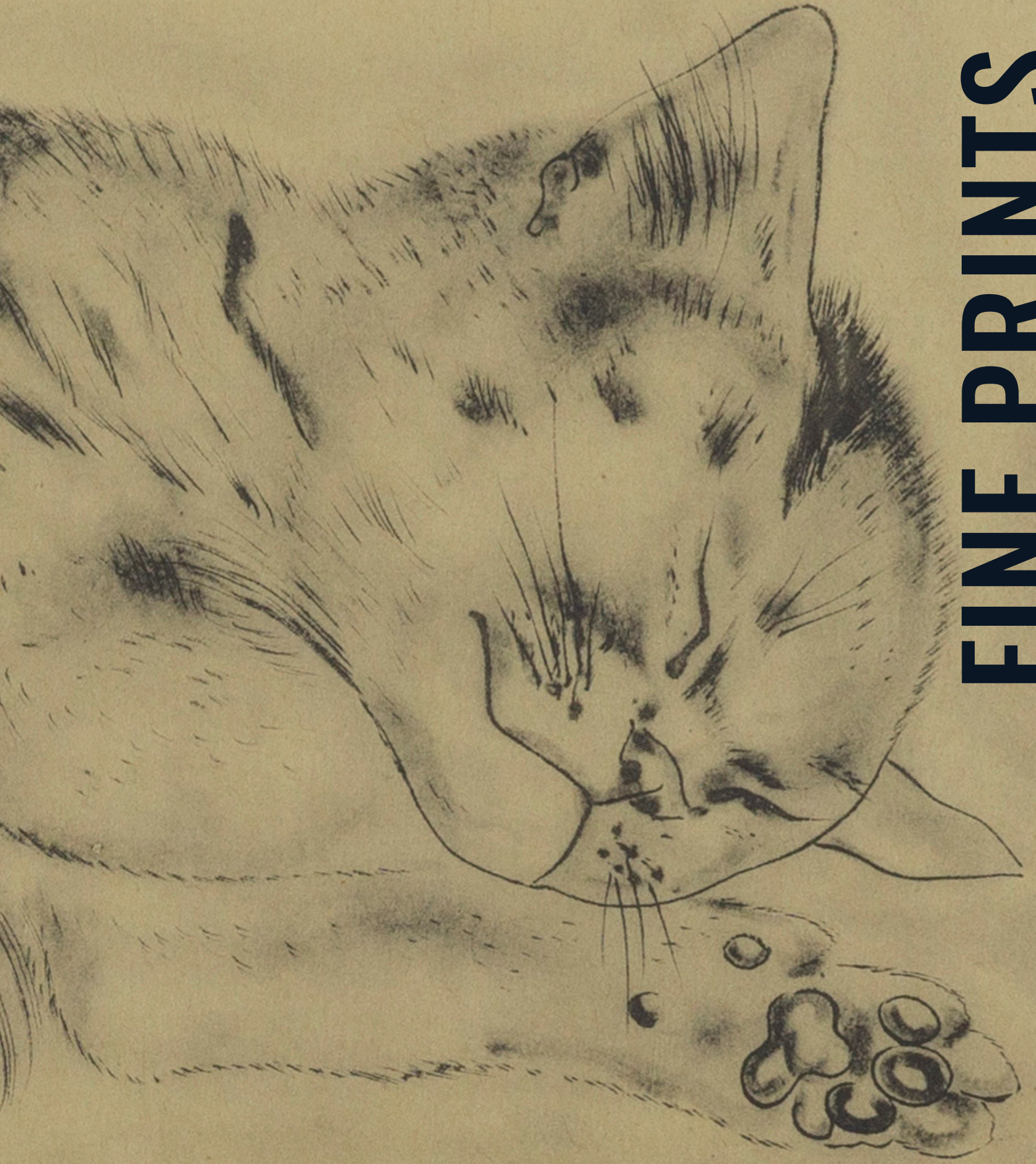
HENRI CARTIER BRESSON French (1908 — 2004)

Henri Matisse in his home, Venice, France (1944)

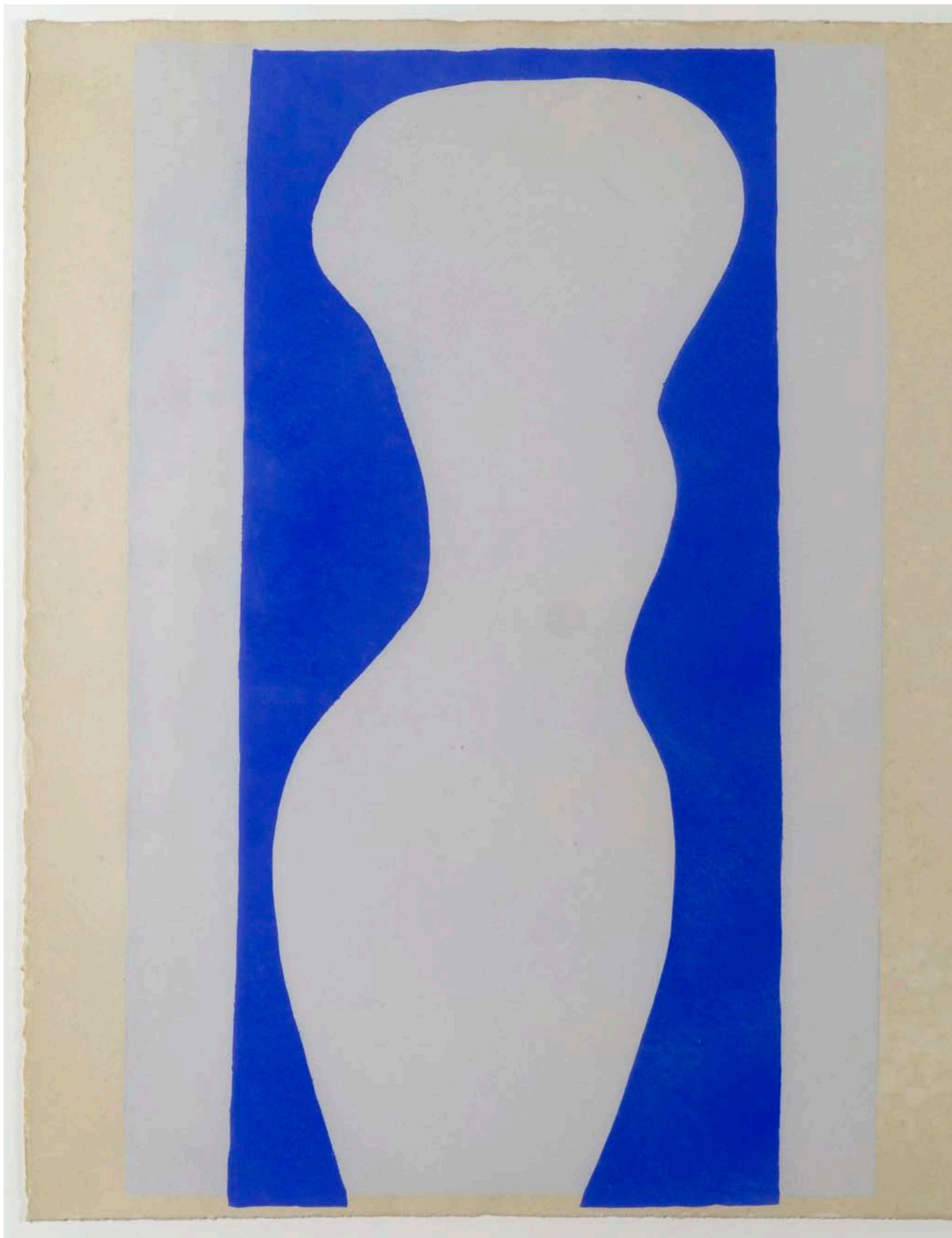
gelatin silver print
signed lower right in the margin
sight: 9 1/2 x 14 inches
sheet: 12 x 16 inches

\$8000-12,000





FINE PRINTS



43

HENRI MATISSE French (1869–1954)
single pochoir from *Jazz* (1947)

Formes, Pl. IX (framed), along with table of contents, justification page and folio cover from the set of pochoirs printed in colors after collage of cut paper design, 1947, on Arches wove paper, signed in pencil by the artist on the justification, copy number 10 from the portfolio edition of one hundred published by Tériade éditeur, Paris, the full sheets with deckle edges, *Formes* framed, and including the original grey paper-covered boards and slipcase.
16 ½ x 25 ½ inches (overall)

\$6,000–9,000





44

HENRI MATISSE French (1869 — 1954)

Poèmes de Charles D'Orléans (1950)

complete book of lithographs

signed on the justification

numbered 374 of 1200

17 x 11 ½ inches

\$3,000-5,000

45

JOAN MIRO Spanish (1893 — 1983)

Le Gran Duc I (1965)

etching and aquatint on arches paper

signed lower right

numbered 73/75

sheet: 35 1/2 x 25 inches

frame: 41 1/2 x 31 1/2 inches

\$3,000-5,000



Xia



46

LÉONARD TSUGUHARU FOUJITA Japanese-French (1886-1968)

Les Chats (1929)

twenty plates from *A Book of Cats* (1929)

from the edition of 500

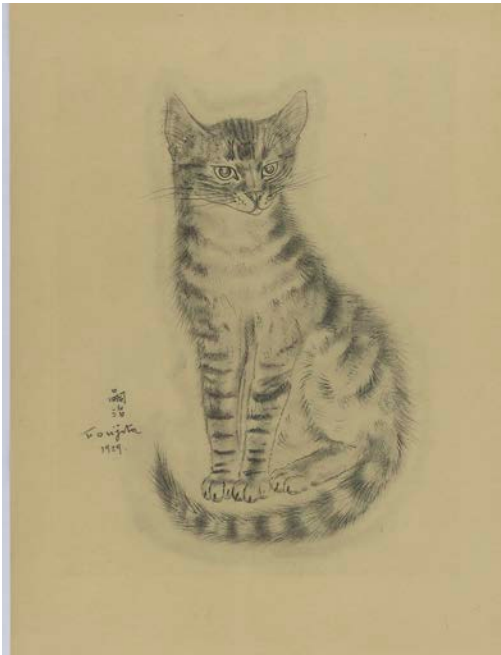
signed and dated within the matrix

collotypes on paper

image size approximately 7 ³/₄ x 10 ¹/₄ inches each

one plate additionally pencil signed

\$15,000-25,000



47

PABLO PICASSO Spanish (1881 — 1973)
Cirque et Catch from *La Série* 347 (B. 1505) (1969)

etching on wove paper
signed lower right
numbered 38/50
image: 12 ¼ x 16 inches
sight: 15 ½ x 19 ½ inches

\$7,000-10,000



38/50



11.7.11



VIXXX 2007 F 21.45



P. Picasso

48

PABLO PICASSO Spanish (1881 — 1973)

Caisse À Remords: Jeune homme au masque de taureau, faune et profil de femme (B. 279) (1943, printed in 1961)

etching on Verge d'Auvergne Richard de Bas paper

estate stamp lower right

numbered 29/50

plate: 8 3/8 x 12 1/8 inches

sight: 11 x 14 inches

\$7,000-10,000



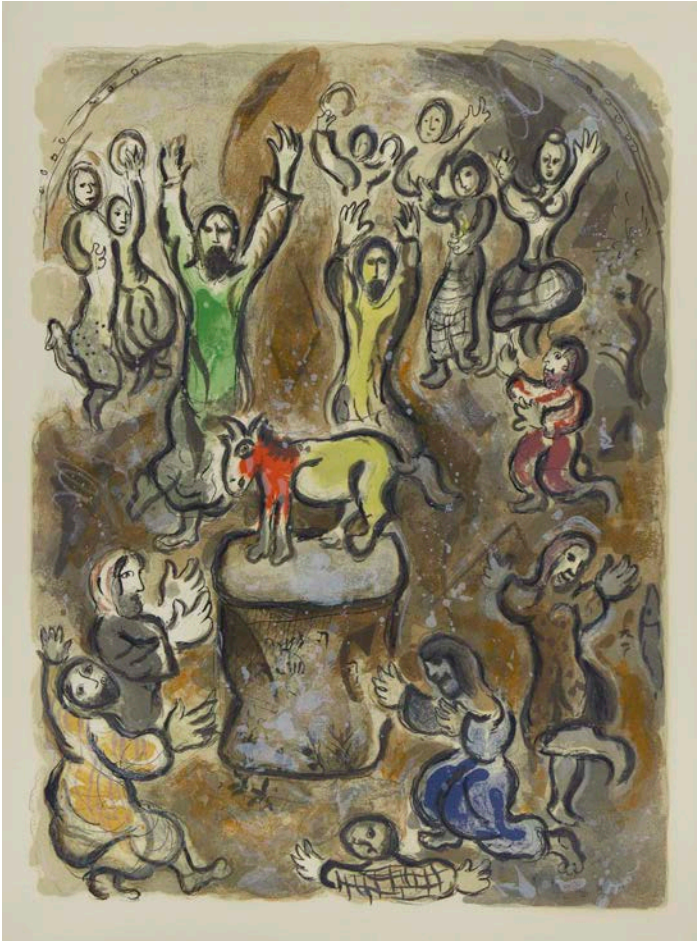
49

MARC CHAGALL Russian-French (1887-1985)

The Story of Exodus, Leon Amiel, Paris and New York, 1966 (M. 444-467; C. books 64)

The complete set of 24 lithographs in colors, in-and hors-texte, title page, text and table of contents, signed on the justification, on Arches, copy 148 of 250, the full sheets, loose (as issued), original buckram-covered portfolio with gilt stamped title and paper wrappers. 20 7/8 x 15 1/8 inches.

\$10,000-20,000



50

MANOLO MILLARES Spanish (1926-1972)

Rafael Alberti, *Mutilados De Paz*, Madrid, Artes Gráficas Luis Pérez (1965)

The complete set of four signed and numbered screenprints, hors-texte, title, text in Spanish, and justification, on various wove papers, copy 21 of 100, the full sheets (hinged to larger supports), loose (as issued), original brown linen-covered portfolio box and grey paper folder. 19 x 14 ½ inches.

\$1,000-2,000



51

LOUISE NEVELSON American (1899 — 1988)

Night Star (1981)

handmade relief paper

signed and dated

numbered 90/90

frame: 36 x 39 ½ inches

sheet: 32 ¼ x 36 inches

\$1,000-1,500



90/11

Exposition Universelle 1904

52

CAROLE A. FEUERMAN American (b. 1945)

Shower Portrait (Blue) (2012)

silkscreen on canvas with diamond dust

signed verso

numbered 4/10

45 x 36 inches

\$2,000-3,000



VIEW LOTS 53-110 ONLINE AT
capsuleauctions.com

CAPSULE

CAPSULE

TERMS OF SALE

Bidding in any manner at any of Our auctions or purchasing at any of Our sales indicates that You have read, understood and accepted the following terms and conditions of sale ("Terms and Conditions"). By so bidding and/or purchasing You agree to comply with and be bound by these Terms and Conditions.

Definitions. The following definitions apply to these Terms and Conditions:

- (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.

No Representation, Warranty or Guaranty; Duty to Inspect. All Property is sold in "ASIS" / "WHERE-IS" condition and neither CAPSULE GALLERY INC. or the Consignor makes any representation, warranty or guaranty, express or implied, about any Property as to authenticity, origin, description, provenance, condition, attribution, age, date, value, restoration, repair or any other matter, including merchant ability or fitness for a particular purpose. No catalog, written material, photograph or statement by CAPSULE GALLERY INC., its employees or agents, shall be deemed a representation, warranty or guaranty as to any Property described or portrayed. Estimates of value provided in any catalog represent Our opinion of a range of possible values. Actual prices realized may fall below or above this range. Any indications of measurement are approximate. Prospective Bidders are responsible for making all inspections of and determinations about Property, in person or through an agent, before bidding.

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

Payment, Pickup, Loading and Storage. Payment of the Total Purchase Price of Property plus applicable fees, charges and taxes must be made in full by wire transfer or other acceptable method within seven (7) days after the date of sale of said Property. After approval by CAPSULE GALLERY INC., which it may withhold in its discretion, payment in an amount less than \$5,000.00 may be made by acceptable credit card. Property will not be released to You or Your agent until full payment has been made as provided above. Purchased Property must be picked up within fourteen (14) days after the date of sale of said Property. CAPSULE GALLERY INC. will not be responsible for packing purchased Items or arranging shipping. Packing, lifting, loading and moving of Property at CAPSULE GALLERY INC.'s gallery (or elsewhere) is the sole responsibility of the Purchaser. CAPSULE GALLERY INC.'s personnel may, as a courtesy, offer assistance in packing, lifting, loading and/or moving of Property, however neither CAPSULE GALLERY INC. nor its employees or agents shall be liable for any damage or injury that occurs in handling, packing, lifting, loading, moving or transporting of Property whether such damage or injury occurs at CAPSULE GALLERY INC.'s gallery or elsewhere (as, for example, during transit). A storage fee of \$10.00 per Lot per day begins accruing on the 15th day after the date of sale.

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.

Multiple Auction Bidding Platforms and Methods. CAPSULE GALLERY INC. conducts auctions through multiple auction bidding platforms. A Bidder may participate in CAPSULE GALLERY INC.'s auctions in person at CAPSULE GALLERY INC.'s gallery, by telephone, by submission of written order or online using CAPSULE GALLERY INC.'s auction bidding platform or other auction bidding platforms.

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



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)
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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

