

CAPSULE ART + DESIGN

CAPSULE GALLERY presents:

ART + DESIGN

A curated sale of 20th Century paintings, sculptures, design, and other art. 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.

Auction:

Thursday, November 8 - 12:30 PM EST

Exhibition:

Capsule Gallery 618 East Ninth Street New York, NY Tuesday, November 6: 11am-5pm Wednesday, November 7: 11am-5pm Thursday, November 8: 10am-12pm and by appointment

CAPSULE GALLERY INQUIRIES / INFORMATION

General Information: info@capsuleauctions.com

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 capsuleauctions.com.

Online bidding is available through Invaluable, Artsy and LiveAuctioneers.

UPCOMING SALES

11 December 2018: Photography and Fine Prints

29 January 2019: American Art

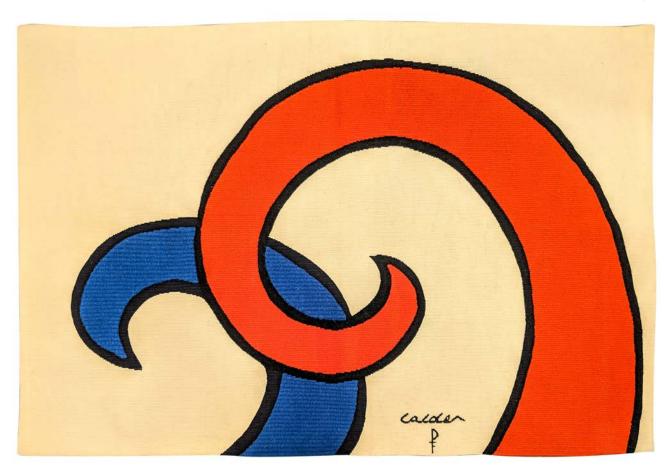
12 March 2019: Post-War and Contemporary Art

AFTER ALEXANDER CALDER

American, (1898-1976) Les Vagues (1975)

from The Bicentenial Tapestries monogrammed verso in ink on label 31 from the series of 200

39 x 58 inches

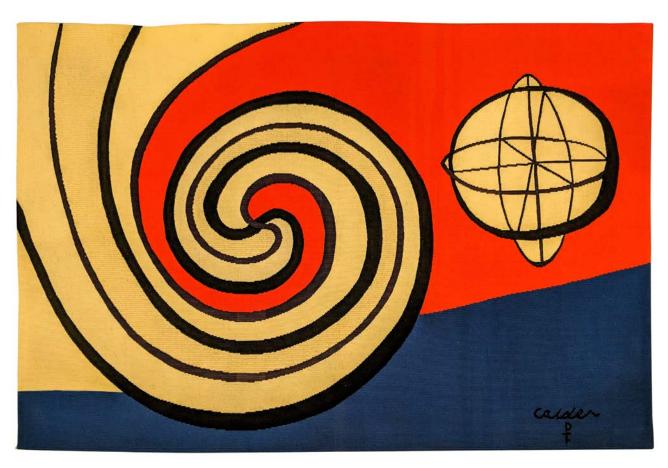


AFTER ALEXANDER CALDER

American, (1898-1976) Le Sphere et Les Spirales (1975)

from The Bicentenial Tapestries monogrammed verso in ink on label 31 from the series of 200

40 X 59 1/4 inches



AFTER ALEXANDER CALDER

American, (1898-1976) La Tache Bleue (1975)

from The Bicentenial Tapestries monogrammed verso in ink on label 31 from the series of 200

40 X 57 ½ inches



AFTER ALEXANDER CALDER

American, (1898-1976) Trois Spirales (1975)

from The Bicentenial Tapestries monogrammed verso in ink on label 31 from the series of 200

41 X 59 inches



PATRICK MARTINEZ

American, (b. 1980) Bougainvillea Stash Spot (2015) mixed media, plexiglass and neon

30 x 36 inches \$2,500-3,500



PAIR OF CANTILEVERED LOUNGE CHAIRS

chrome-plated steel frame, blue velvet upholstery

29 x 29 x 26 inches each

\$1,200-1,800



STYLE OF **HARVEY PROBBER**

Woven Rattan Lounge with Ottoman (20th century)

lounge: $36 \times 25 \times 33$ inches ottoman: $13 \times 25 \times 22$ inches

\$800-1,200



IB KOFOD LARSEN

Set of Lounges (20th century)

wood frames, matched vinyl upholstery

left: $30 \frac{1}{2} \times 31 \frac{1}{2} \times 29$ inches, right: $26 \frac{1}{2} \times 24 \frac{1}{2} \times 25$ inches

\$5,000-7,000





PHILIP AND KELVIN LAVERNE

Zodiac Coffee Table (20th century)

bronze signature etched to table surface

16 x 48 x 36 inches \$2,000-3,000



EDWARD WORMLEY

American, (1907-1995) Dunbar Library Table Model 5738

walnut and mahogany, with brass and exotic wood pulls Dunbar plaque and label affixed

27 x 78 x 20 inches

\$2,500-3,500



RAY AND **CHARLES EAMES**

Pair of DCW Chairs (20th century)

wood and slunkskin

29 x 19 x 22 inches

\$1,000-2,000



ANGELO MANGIAROTTI

Italian, (1921-2012) Eros for Skipper Marble Dining Table (c.1971)

 $28 \frac{1}{2} \times 78 \frac{1}{2} \times 39 \frac{1}{4}$ inches \$7,000-9,000





ROBERT NATKIN: American, (1930-2010), Apollo (1976), oil on canvas, signed bottom

40 x 96 inches

\$5,000-8,000



ROBERT NATKIN

American, (1930-2010) Intimate Lighting Series - #3 (1974)

oil on canvas signed verso

68 x 76 inches

\$5,000-8,000



ROBERT NATKIN

American, (1930-2010) Intimate Lighting Series - Morning Smile (1976)

oil on canvas signed lower right

48 x 79 inches

\$5,000-8,000



NORMAN BLUHM

American, (1921-1999) Untitled (1983)

inks on paper signed lower right and verso

19 ½ x 16 ½ inches \$3,000-5,000



KELTIE FERRIS

American, (b. 1977) Chicken Peg (2007)

oil on canvas signed verso

 $60\,\%\,x\,48\,\%$ inches

\$12,000-15,000



JON R. FRIEDMAN

American, (b. 1947) Glacial Erratics

acrylic on canvas mounted on board

25 x 48 inches

\$1,000-1,500



BRENT WONG

New Zealander, (b. 1945) Massing Clouds Islands (1989)

acrylic on board signed and dated lower right and verso

board: $15 \frac{1}{4} \times 19 \frac{1}{2}$ inches frame: 17×21 inches



BRENT WONG

New Zealander, (b. 1945) Headland - Clouds (1985)

acrylic on board signed and dated lower left and verso

board: $16 \frac{34}{4} \times 23 \frac{34}{4}$ inches frame: $18 \frac{14}{2} \times 24 \frac{14}{4}$ inches



BRENT WONG

New Zealander, (b. 1945) Dark Clouds (1990)

acrylic on board signed and dated lower left and verso

board: $14 \frac{1}{2} \times 24 \frac{1}{2}$ inches frame: $16 \frac{1}{4} \times 26 \frac{1}{8}$ inches



BRENT WONG

New Zealander, (b. 1945) Massing Clouds (1991)

acrylic on board signed and dated lower left and verso

board:18 x 22 $\frac{3}{8}$ inches frame: 19 $\frac{3}{4}$ x 24 inches



BRENT WONG

New Zealander, (b. 1945) Hills and Dam Lake Under Clouds (1984-91)

acrylic on board signed and dated lower left and verso

board: $23 \frac{1}{2} \times 30 \frac{1}{2}$ inches frame: 27×34 inches

\$8,000-12,000



OCTAVIO VINCENT

Spanish, (1914-1999) Seated Nude

bronze signed at base

18 x 10 x 9 inches

\$800-1,200



YUN GEE

Chinese/American, (1906-1963) Confucius (1930)

bronze signed base

 $16\frac{1}{8} \times 9 \times 6$ inches

\$12,000-18,000



CAROLE A. FEUERMAN

American, (b. 1945) Miniature Serena II (2014)

resin and 24K gold leaf signed and dated back AP1 of an edition of 10

10 x 17 x 8 inches

\$6,000-9,000



ROBERT COOK

American, (b. 1948) Untitled

bronze signature incised on base

32 x 18 x 19 inches

\$800-1,200



SALVADOR DALÍ

Spanish, (1904-1989) Bande de Moëbius (1970)

Daum pâte de verre sculpture signed and numbered 36/150

glass: 12 ½ x 14 x 6 ½ inches base: 1 % x 7 ½ x 6 ¼ inches

\$1,000-1,500



PIETRO CONSAGRA

Italian, (1920-2005) Untitled (1957)

bronze stamped Consagra 57 lower left

bronze: $30 \% \times 23 \%$ inches, base: $3 \% \times 18 \% \times 8 \%$ inches

\$20,000-30,000



JOHN KEARNEY

American, (1924-2014) Shih Tzu (1972)

chromed steel car bumpers torch-cut initials

17 x 12 x 23 inches

\$1,500-2,500



SCOTT BURTON

American, (1939-1989) Maquette (Art Park Proposal) (1983)

paint on wood labeled inside

13 x 10 x 10 inches



EMILIO FALERO

Cuban, (b. 1947) De Velàzquez a Picasso (1986)

oil on canvas signed verso

59 ½ x 59 ½ inches

\$400-600



EMILIO FALERO

Cuban, (b. 1947) The Hour of the Handmaid (1992)

oil on canvas signed verso

51 ½ x 53 ¼ inches

\$400-600



ATTRIBUTED TO **SOKICHI SUGA**

Japanese, (1905-1982) Harvest

oil on wood signed verso

 $11 \times 6 \frac{3}{8}$ inches

\$400-600



ADELE SYPESTEYN

American, (20th century) Nonessential

mixed media on canvas signed lower right

48 x 48 inches

\$400-600

72



JAMES EVERETT STANLEY

American, (b. 1973) Seeing Beyond (2006)

oil on canvas signed and dated verso

23 ½ x 18 inches \$300-500



ALEXANDRE ISTRATI

French/Romanian, (1915-1991) *Red* (1957)

oil on canvas signed and dated verso

28 3/4 x 23 1/2 inches



PAUL ECKE

American, (b. 1953) Fractal 104

mixed media on canvas

24 x 24 inches



PAUL ECKE

American, (b. 1953) Fractal 95

mixed media on canvas

24 x 24 inches



ADELE SYPESTEYN

American, 20th century Magnify

mixed media on canvas signed lower right

48 x 48 inches

\$400-600



JACK BEAL

American, (1931-2013) Cat with dolls on chair

oil on canvas signed upper right

24 x 36 inches

\$2,000-3,000



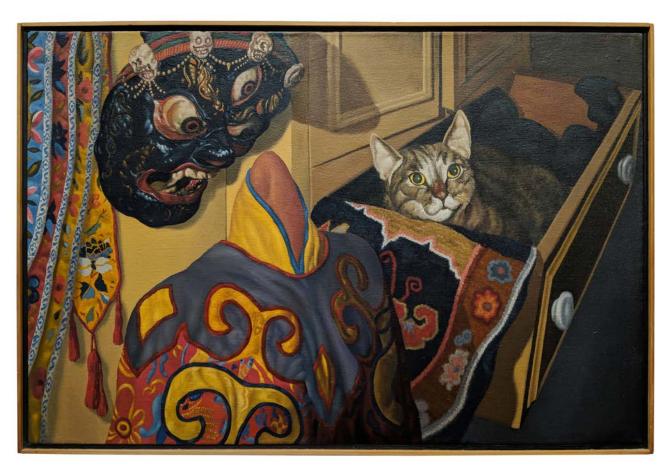
JACK BEAL

American, (1931-2013) Cat and mask

oil on canvas signed upper right

24 x 36 inches

\$2,000-3,000



HERMAN CHERRY

American, (1909-1992) No. 4 (1958)

oil on canvas signed and dated verso

56 ½ x 53 inches

\$4,000-6,000



HERMAN CHERRY

American, (1909-1992) Untitled (+45) (1968)

oil on paper signed and dated verso and lower right

sheet: 18×23 inches frame: $20 \% \times 25 \%$ inches

\$1,000-5,000

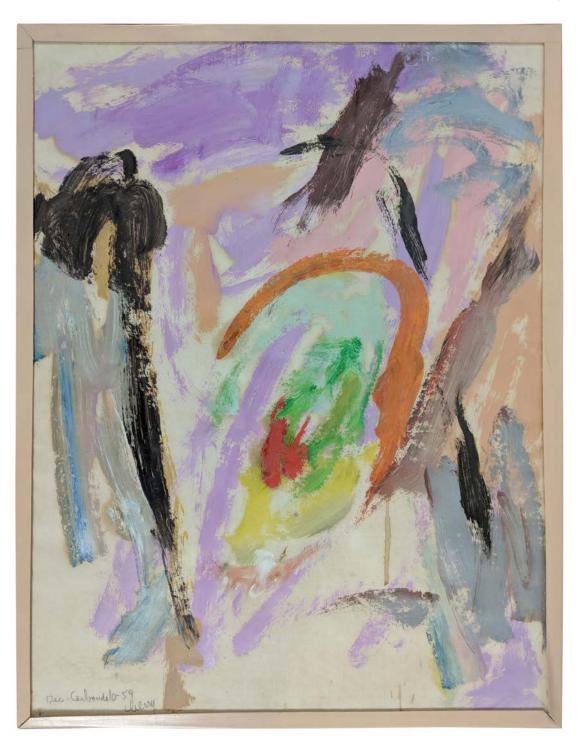


HERMAN CHERRY

American, (1909-1992) Untitled (1959)

oil on paper signed and dated lower left

16 x 20 ½ inches \$500-800



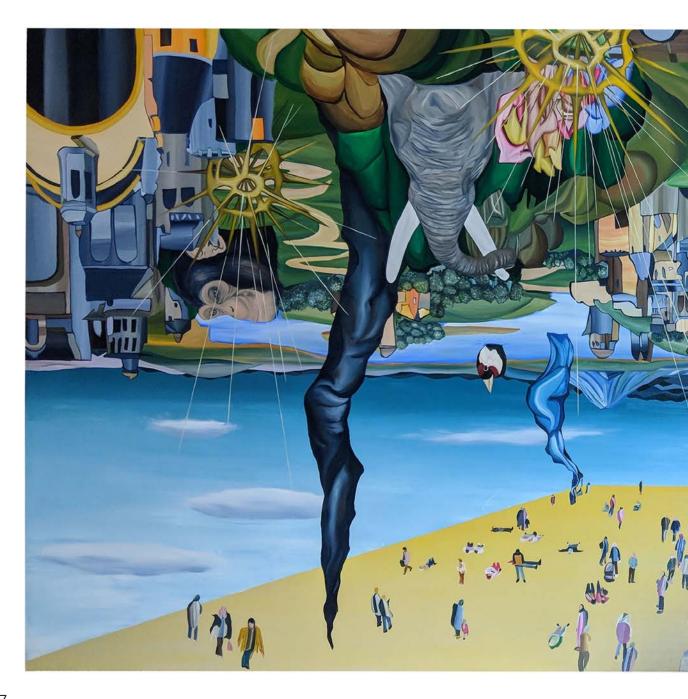
HERMAN CHERRY

American, (1909-1992) Untitled (+35) (1968)

oil on paper signed lower left

sight: $23 \frac{1}{4} \times 33$ inches frame: 27×37 inches





ZACHARY WOLLARD: American, (b. 1974), *Reflection* (2006), oil on canvas, 49 % x 107 inches \$1,000-2,000



MISHA KAHN

American, (b. 1989) Untitled from "Return to Saturn: Coming of Age in the 21st Century"

reverse painted vinyl signed verso

24 x 24 inches



FRANZ BORGHESE

Italian, (1941-2005) A Pugni Nudi

patinated bronze signed on base

 $8 \times 7 \frac{1}{2} \times 7$ inches

\$700-1,000



PETER ELLENSHAW

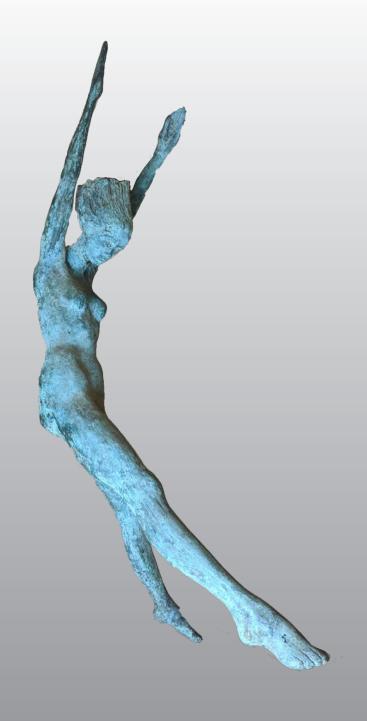
British/American, (1913-2007) Untitled (1963)

oil on board signed and dated lower left

sight: $9 \frac{1}{2} \times 12$ inches, frame: $16 \frac{1}{2} \times 19 \frac{3}{4}$ inches

\$2,000-3,000

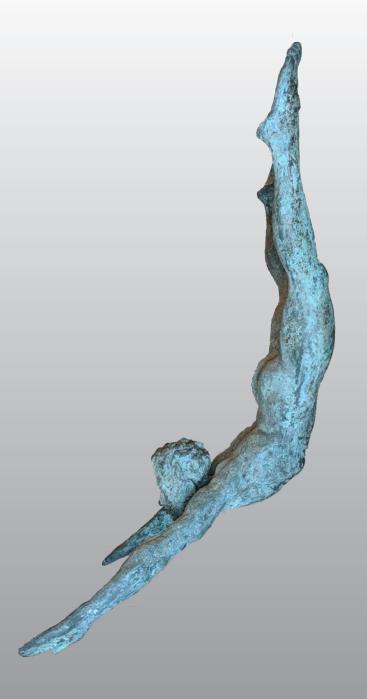




DAVID WYNNE: British, (1926-2014), Acrobats, bronze

woman: 42 x 18 x 20 inches, man: 41 x 30 x 13 inches

\$7,000-10,000



EMILY MASON

American, (b. 1932) Second Quiver (1980)

oil on paper signed lower right

14 ½ x 14 ½ inches \$2,000-3,000



CHRISTOPHER MIR

American, (b. 1970) Sky Parade (2006)

acrylic on canvas signed lower right

53 x 54 inches

\$200-400



DOUG AND **MIKE STARN**

Americans, (b. 1961) Structure of Thoughts #3 (2001)

MIS/Lysonic inkjet on gampi and thai mulberry papers with encaustic and wax signed, dated and numbered 5/5 verso

image: 27×23 inches frame: 37×33 inches

\$6,000-8,000



JOHN ZINSSER

American, (b. 1961) Weightless Purpose (1990)

oil, alkyd resin, enamel, canvas signed and dated verso

canvas: 20×16 inches frame: $23 \frac{5}{8} \times 19 \frac{5}{8}$ inches

\$1,500-2,500



JESÚS RAFAEL SOTO

Venezuelan, (1923-2005) Permutación (1967)

plastic, plexiglass, metal and silkscreen from The Sotomagie Portfolio signed and numbered 46/100

 $13\frac{3}{8} \times 13\frac{3}{8} \times 7\frac{1}{8}$ inches

\$5,000-7,000



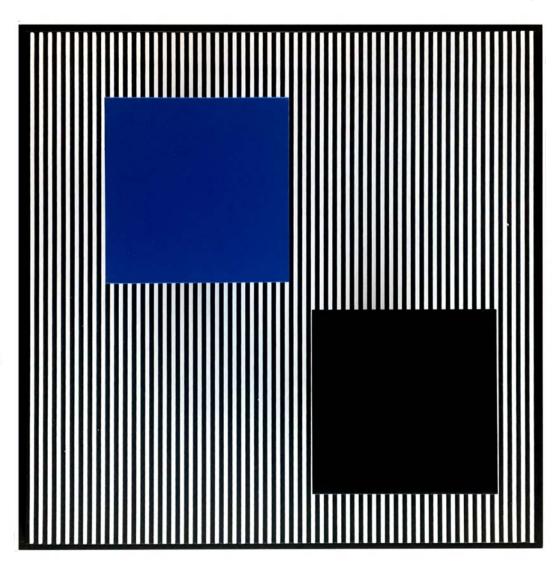
JESÚS RAFAEL SOTO

Venezuelan, (1923-2005) Dos Cuadritos (1974)

painted metal and wood signed and numbered 44/75

 $10\,\%\,x\,10\,\%\,x\,3\,\%$ inches

\$6,000 - \$8,000





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 sale of sale Property. CAPSULE GALLERY INC. will not be responsible for packing purchased Items or arranging shipping. Packing, lift- ing, 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 GAL-LERY 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

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 and the property from the property fromby 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

□ 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 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.

Signature:	Date

