

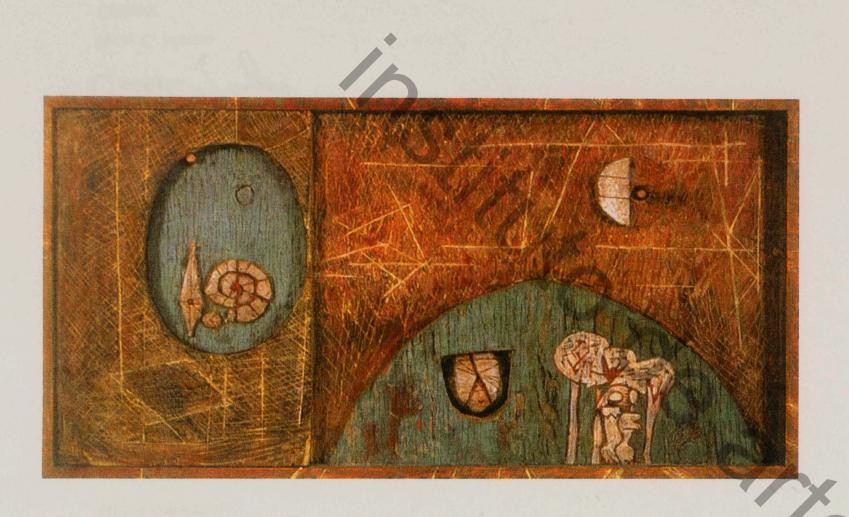
Benefiting the Museum of Fine Arts, Houston's Latin American Art Department

February 26, 2005 8:00pm

Lots 1-20

Partial funding of this catalogue has been generously provided by Sotheby's

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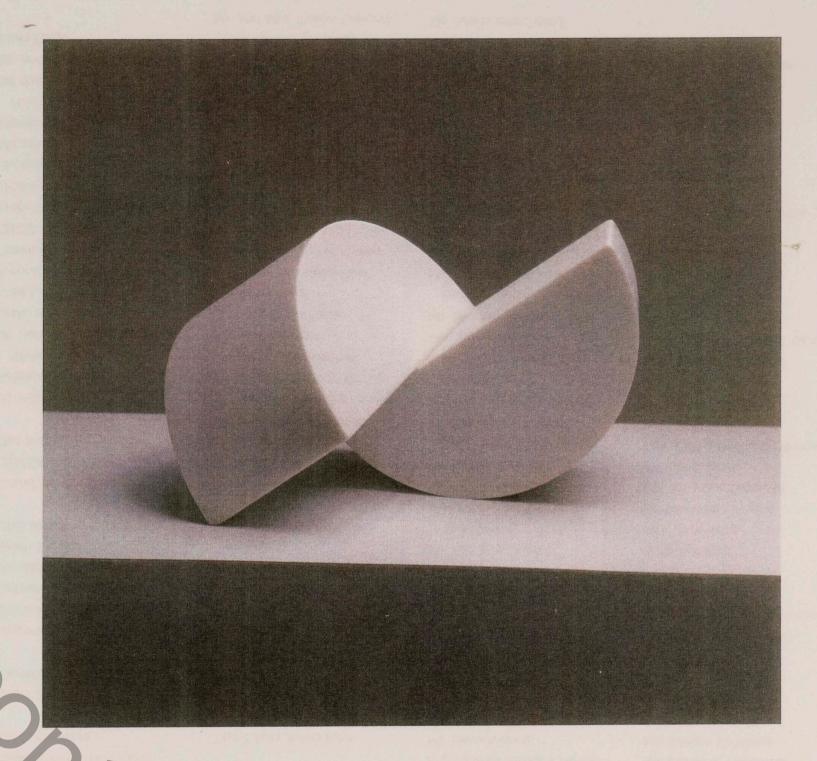




Composición de la media luna (Half Moon Composition), 1968 Incised, carved and painted wood 22 1/2 x 45 in. (57 x 114.3 cm.)
Courtesy of Cecilia de Torres, Ltd., New York \$20,000 - \$25,000

Provenance:
Property of the artist

Julio Alpuy was born in Tacuarembó, Uruguay and has produced work as a painter, sculptor, ceramist, muralist, and furniture designer. In 1944 Alpuy joined El Taller Torres-García where he adopted the constructivist language of the workshop. In 1961 he received a grant from the New School for Social Research in New York where he continues to live. His work is characterized by a highly sophisticated yet personal vocabulary of forms inscribed onto highly-textured and carved wooden surfaces.



## 2. SFRGIO CAMARGO (1930-1990)

Mármore de Carrara (Carrara Marble), 1979

Marble
9 1/4 x 12 x 15 3/4 in. (23.5 x 30.5 x 40 cm.)

Courtesy of Raquel Arnaud
\$20,000 - \$25,000

Provenance: Estate of Sergio Camargo

Sergio Camargo was born in Rio de Janeiro and studied with Emilio Petorutti and Lucio Fontana at the Academia Privada de Altamira in Buenos Aires, Argentina. Heavily influenced by the European artists Hans Arp and Constantin Brancusi, Camargo was nonetheless able to synthesize these influences with an organic, constructivist dimension. He is best known for his white relief constructions made out of cylindrical volumes of varying size and distribution. Constructed out of wood, these reliefs grow out of a single element that provide an amazing range of textural possibilities. In Camargo's marble pieces of the 1970s, expressions of volume are focused onto a single, sculptural gesture that maintain the artist's interest in mass and light in a new way.

Dear Friends:

The Museum of Fine Arts, Houston (MFAH) is strategically positioned to be an international leader in Latin American art. Since 1927, the MFAH has presented 34 exhibitions of Latin American art, 11 in the past twenty years. The museum's collection includes over 760 modern and contemporary Latin American works and more than 2,500 pre-Columbian objects.

In 2001, the MFAH took another big step toward becoming a leader in the field of Latin American art, with the establishment of the International Center for the Arts of the Americas (ICAA). Under the leadership of Wortham Curator of Latin American Art Mari Carmen Ramírez, the center collects, exhibits, researches, and educates general audiences on the broad, but largely unknown, artistic production of Latin Americans and Latinos. Through the ICAA, the MFAH is dedicated to assembling the finest collection of Latin American art in the world.

Following the momentum generated by *Inverted Utopias: Avant-Garde Art in Latin America*, one of the most acclaimed exhibitions of 2004, the museum will hold its first-ever Latin American Gala on February 26, 2005. The gala will be a moment of great pride for the city, and all proceeds raised will be used to acquire Latin American art for the MFAH collection.

I am pleased to present the Latin American Experience Gala and Auction catalogue for the live auction that will take place on the night of the gala. I would like to thank the chairs of the gala, Sofia Adrogué and J. Michael Treviño, for their extraordinary efforts in ensuring the success of this event. In addition, I would like to acknowledge the generous assistance of Augusto Uribe, Senior Vice President of Sotheby's International, and the auctioneer of the live auction.

Please review this catalogue, as there is information regarding absentee bidding. We hope that you will continue to support Latin American art by adding to or beginning your own collection at the live auction on February 26th. Thank you in advance for your support.

Sincerely,

Peter C. Marzio Director

Retest Mayer

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J. Michael Treviño

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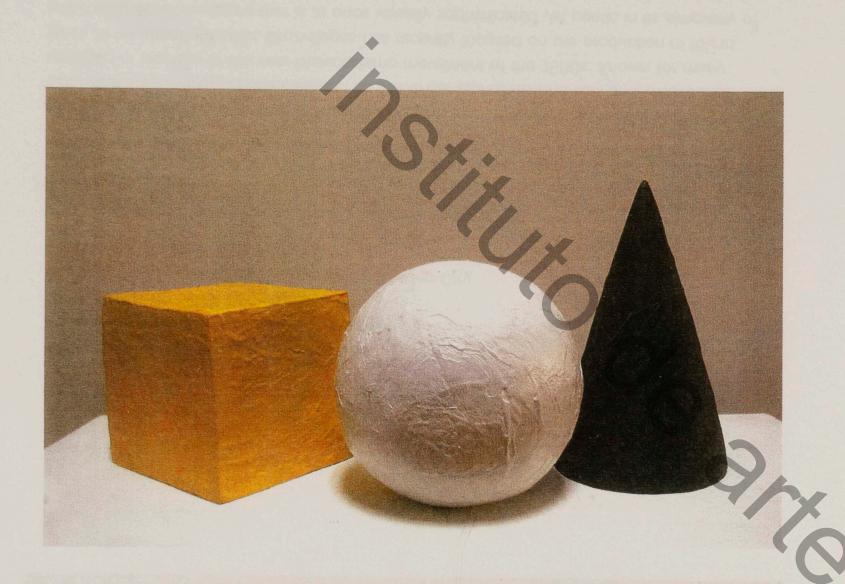
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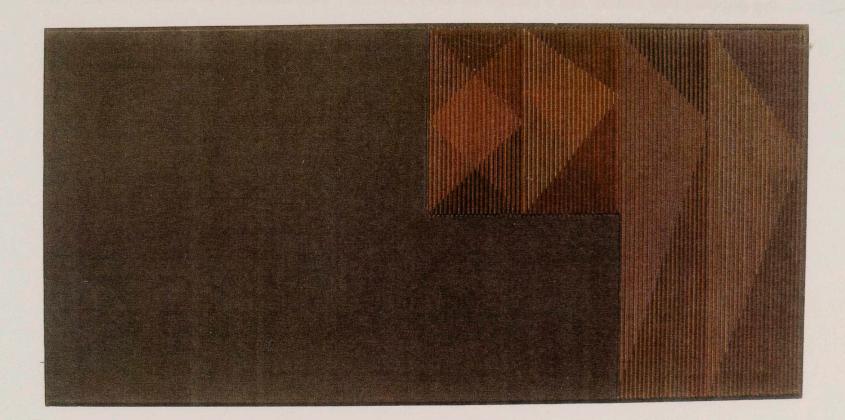
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Ms. María Inés Sicardi





### 3. EDUARDO COSTA (b.1940)

Three Volumes, 2001 Solid acrylic paint

Cube: 7 1/2 x 7 1/2 x 7 1/2 in. (19 x 19 x 19 cm.)

Sphere: 8 5/8 in. dia. (22 cm. dia.)

Cone: 12 1/4 x 7 1/4 in. (31 x 18.5 cm.)

Courtesy of Cecilia de Torres, Ltd., New York

\$5,000 each or \$10,000 - 12,000 set of three

Provenance:
Property of the artist

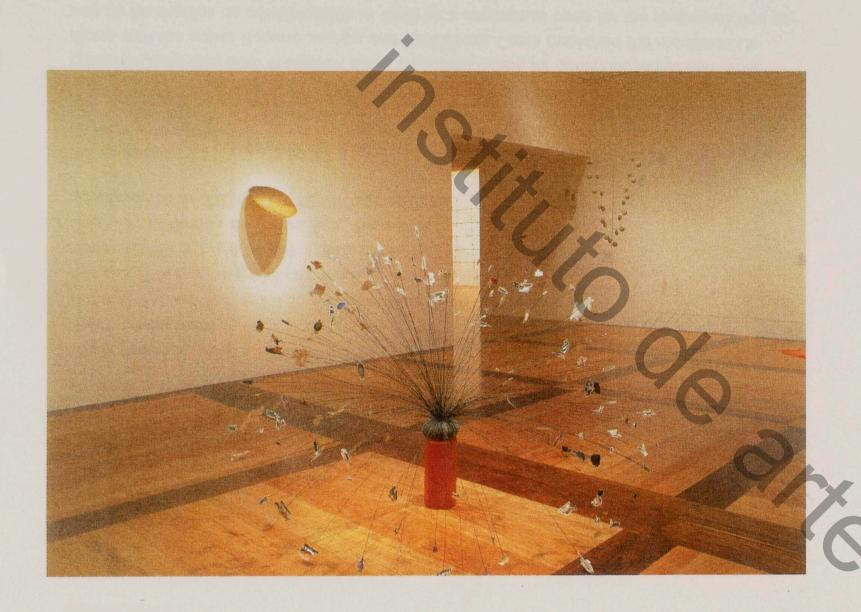
Eduardo Costa was born in Buenos Aires, Argentina where he continues to live and work. Along with the artists Roberto Jacoby and Raúl Escari, Costa published the manifesto Un arte de los medios de comunicación in 1966 as a conceptual basis for the deconstruction of the ubiquitous power of the mass media. In recent years, Costa has shifted into a more formal practice involving the production of sculptures created out of solid masses of acrylic paint. The artist has titled these Volumetric Paintings, which makes reference to the history of geometric abstraction and concrete art.

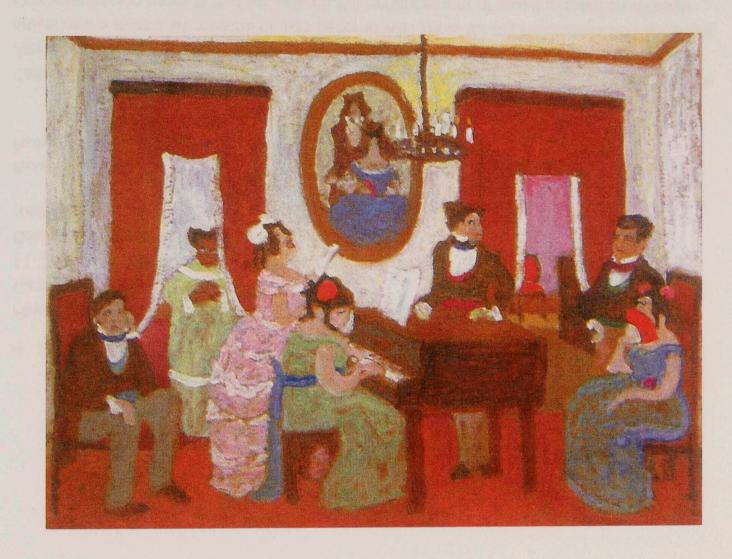
## 4. CARLOS CRUZ-DIEZ (b. 1923)

Physichromie No. 61 (Physichromatics No. 61), 1962 Cardboard, wood, & "Plaka Pelikan" paint 11 3/16 x 23 5/8 in. (28.5 x 59.9 cm.) Courtesy of the artist and Sicardi Gallery, Houston \$43,000

Provenance:
Property of the artist

Carlos Cruz-Diez was born in Caracas, Venezuela and studied at the Caracas School of Fine Arts where he later became director from 1958-1960. Cruz-Diez, one of the three leading artists of the kinetic art movement, has become well know for his Fisicromías and his larger Cromosaturación projects that focuses on the enhancement of visual perception through kinetic and dynamic encounters with color. Physichromie No. 61, constructed out of contrasting vertical planes of colored cardboard creates ever-shifting surfaces depending on where the viewer stands.





### 5. ABRAHAM CRUZVILLEGAS (b. 1968)

Observatorio Oriente (Eastern Observatory), 2003
Beeswax candle, stuffed cloth ball, iron wire, and paper clipping
67 11/16 in. high (172 cm. high)
Courtesy of the artist and Kurimanzutto, Mexico City
\$8,000 - \$12,000

Provenance:
Property of the artist

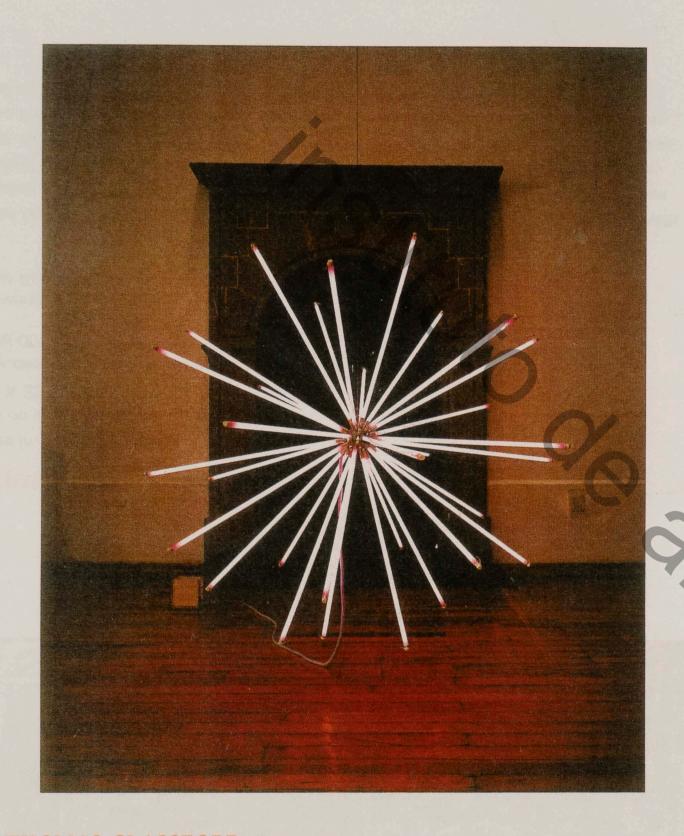
Abraham Cruzvillegas was born in Mexico City where he continues to live and work. In the early 1990s Cruzvillegas participated in an influential workshop of artists and writers that emerged in reaction to the neo-Mexicanismo movement of the 1980s. Known for many years as an important critic, Cruzvillegas has recently focused on the production of found and manipulated sculpture that is at once visually sophisticated yet poetic in its simplicity of form. Cruzvillegas' materials are wide-ranging and oftentimes include ceramic, wood, tin, feathers, as well as found materials all in an effort to understand the nature of the "hand-made" in an increasingly technological, post-industrial society. Observatorio Oriente, 2003, incorporates beeswax and paper clippings to create a delicate, floral-like arrangement out of

## 6. PEDRO FIGARI (1861-1938)

Desafinación (Out of Tune), 1938
Oil on cardboard
18 7/8 x 24 5/8 in. (48 x 62 cm.)
Courtesy of Galeria Ramis Barquet, New York
\$40,000 - \$50,000

Provenance:
Galeria Ramis Barquet, New York

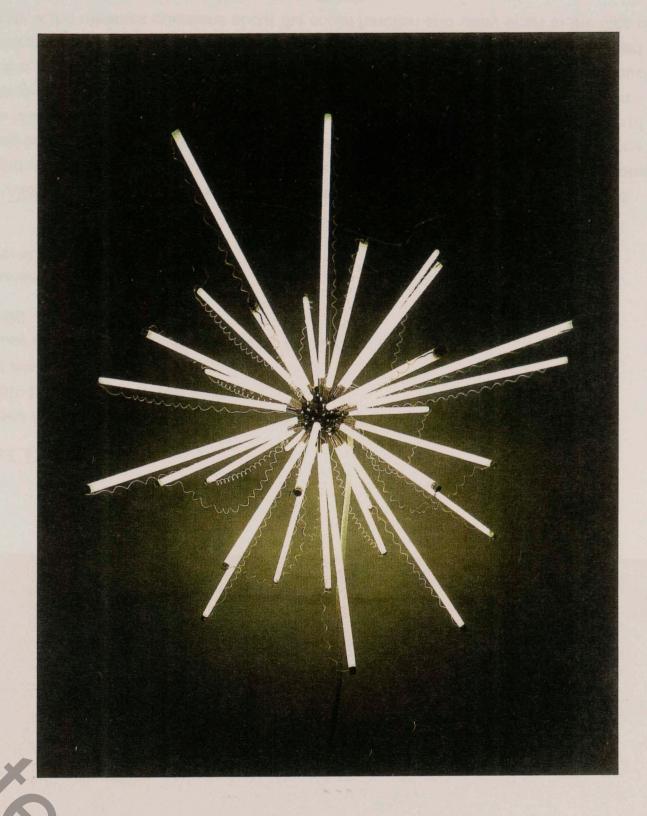
Pedro Figari was born in Montevideo, Uruguay where he earned a law degree and founded the newspaper El Diario. Figari's talent as a painter did not reveal itself until the artist was in his late 50s and had his first exhibition in Buenos Aires at the age of 60. The subject matter of his paintings reflects the same social advocacy that originally led him into a law career and illustrates the socio-economic cross-section of life on the haciendas and the Candombe — local carnivals of the African community. Desafinación (Out of Tune),1938 is a rare interior scene depicting an out of tune singer and her polite yet horrified guests.





Aster 200 T8/4100K, from the Aster Series, 2002-3
Fluorescent lights and transformer
78 1/4 in. dia. (200 cm. dia.)
Courtesy of the artist
\$12,000

Provenance:
Property of the artist



## 8. THOMAS GLASSFORD (b. 1963)

Aster 140/3500K, from the Aster Series, 2002-3
Fluorescent lights and transformer
55 in. dia. (140 cm. dia.)
Courtesy of the artist
\$10,500

Provenance:
Property of the artist

Thomas Glassford was born in Laredo, Texas but has lived in Mexico City for over 15 years. Glassford has produced austere and formally complex sculpture that is simultaneously influenced by American minimalism and vernacular materials found within the urban Mexican landscape. The Texas-born artist was first noted for using gourds as a sculptural material and has since moved on to using diverse industrial products such as aluminum paneling, commercial dishware, and fluorescent lighting fixtures. Glassford's Aster Series, reminiscent of firecrackers frozen in space, references the light sculptures of Dan Flavin and mid-century modernist design.





Grid in Turquoise, 1950
Oil on wood board
17 X 23 in. (43 x 59 cm.)
Courtesy of Cecilia de Torres, Ltd., New York
\$18,000 - \$22,000

Provenance:
José Gurvich estate

José Gurvich was born in Lithuania and lived in Montevideo, Israel, and New York. Gurvich studied with Torres-García and was a part of the Taller Torres-García until 1962. He spent several years on an Israeli kibbutz and traveled in France and Italy before settling in New York in 1970. The artist's work is characterized by the use of figures and images that combine the iconography of his Jewish upbringing, the formative years with Torres-García as well as his admiration for the work of Pieter Breughel and Hieronymus Bosch.



10. KCHO (b. 1970)

Columna Infinita Malecón (Infinite Column Boardwalk), 2000 60 x 58 1/2 in. (152.4 x 148.5 cm.)

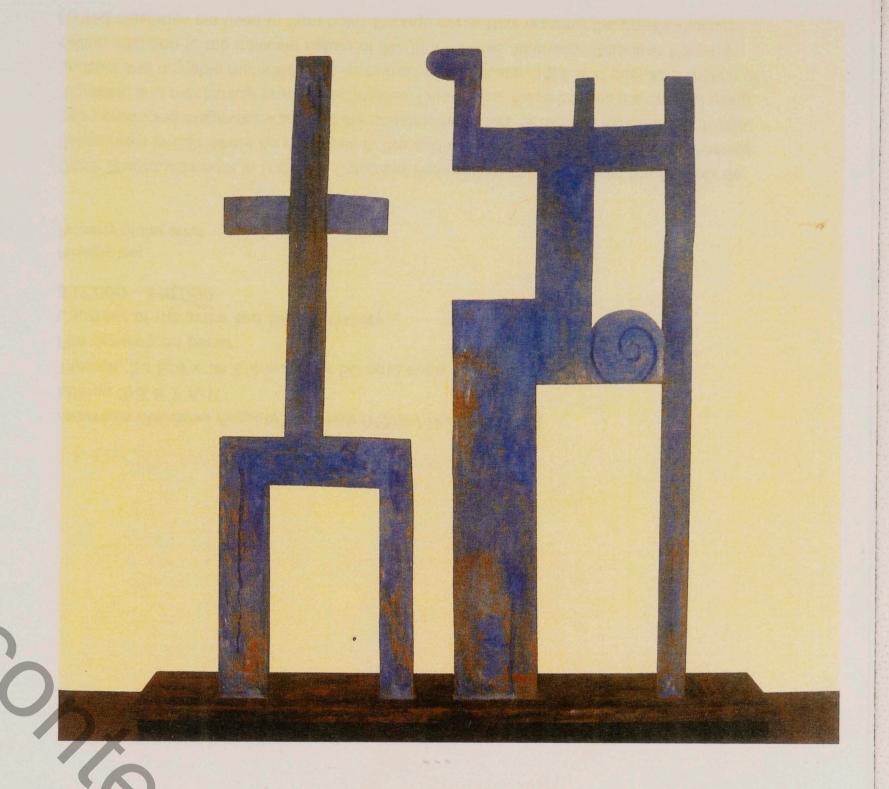
Mixed media on paper

Courtesy of the artist and Pan American Art Gallery, Dallas \$10,000 - \$12,000

Provenance:
Property of the artist

Kcho (Alexis Leyva Machado) was born in Nueva Gerona, Isla de la Juventud, Cuba and lives and works in Havana. Columna Infinita Malecón, 2000 is a study for a public sculpture installed on the Malecón (boardwalk) in Old Havana. Like most of Kchos's work, Columna Infinita Malecón uses the image of the boat as a leitmotif for the geographic limitations of the island-nation of Cuba. Of particular interest to the artist is the reframing socialist concepts first espoused by avant-garde artists like the Romanian sculptor Constantin Brancusi. By replacing the single, repetitive unit in Brancusi's Endless Column with variously shaped rowboats, Kcho reframes questions about the social function and utility of art in the face of adverse social and economic conditions in his country.





## 11. JULIO LE PARC (b. 1928)

Colgantes Cambiables (Changeable Pendants), 1968
Wood and metal with light
39 1/8 x 15 7/8 x 3 3/8 in. (99 x 40 x 10 cm.)
Courtesy of CDS Gallery, Ltd., New York
\$10,000 - \$15,000

Provenance: Estudio Actual, Caracas CDS Gallery, New York

Julio Le Parc was born in Mendoza, Argentina and was educated at the Academia Nacional de Bellas Artes in Buenos Aires. Le Parc's work is characterized by an interest in light and color prompted by the paintings and theoretical writings of Victor Vassarely. In 1960, Le Parc along with Horacio Garcia-Rossi, Jean-Pierre Yvaral, Francois Morellet and others formed part of (GRAV)Groupe de Recherche D'Art Visuel, an artistic laboratory devoted to aesthetic experiments in visual perception. Colgantes Cambiables, like other kinetic works in the artist's oeuvre, uses reflective metal surfaces to create random and fluid dances of light in darkened spaces.

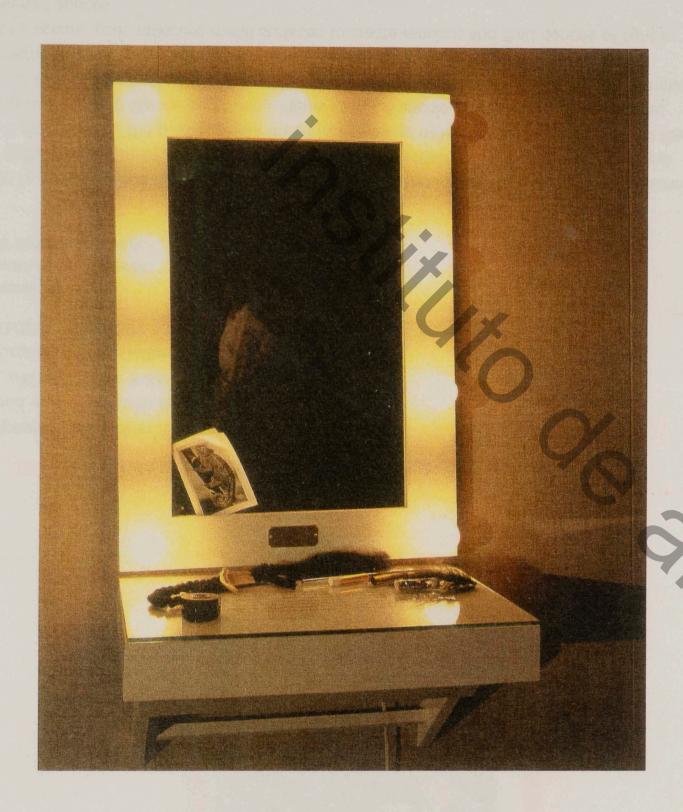
# 12. FRANCISCO MATTO (1911-1995)

Monumento Azul (Blue Monument), 1992
Wood construction
69 1/4 x 67 3/4 x 11 3/4 in. (176 x 172 x 30 cm.)
Courtesy of Bernard Chappard
\$35,000-\$45,000

Provenance:

Property of Daniela Chappard Foundation

Francisco Matto was born in Montevideo, Uruguay and is best known as a painter, sculptor, muralist, and collector. In 1939 he met Joaquin Torres-Garcia who exhibited his work in the Asociación de Arte Constructivo. Matto later became a founding member of the El Taller Torres-Garcia in 1942. Matto's totemic wood constructions reflect diverse interests ranging from pre-Columbian art, symbology, and abstract minimalism.



### 13. CELIA MUNOZ (b. 1937)

The Chameleon, 1992
Mixed media
40 x 20 x 14 1/2 in. (101.6 x 50.8 x 36.8 cm.)
Courtesy of the artist
\$12,000

Provenance:
Property of the artist

Celia Muñoz was born in El Paso, Texas and now lives and works in Arlington. Regarded as a seminal figure in the Chicano art movement, Muñoz has produced visually astute and conceptually-challenging work combining text and image with an unmistakable border vernacular. Drawing on her experience as a bi-lingual American, the artist has repeatedly examined the ways that language and writing are used to circumscribe cultural identity and personal history. The Chameleon, 1992, which was inspired by Muñoz's real-life Aunt Lulu, uses a vanity mirror as a stage for text and objects that speak to the universal desire to blend in to one's surroundings.

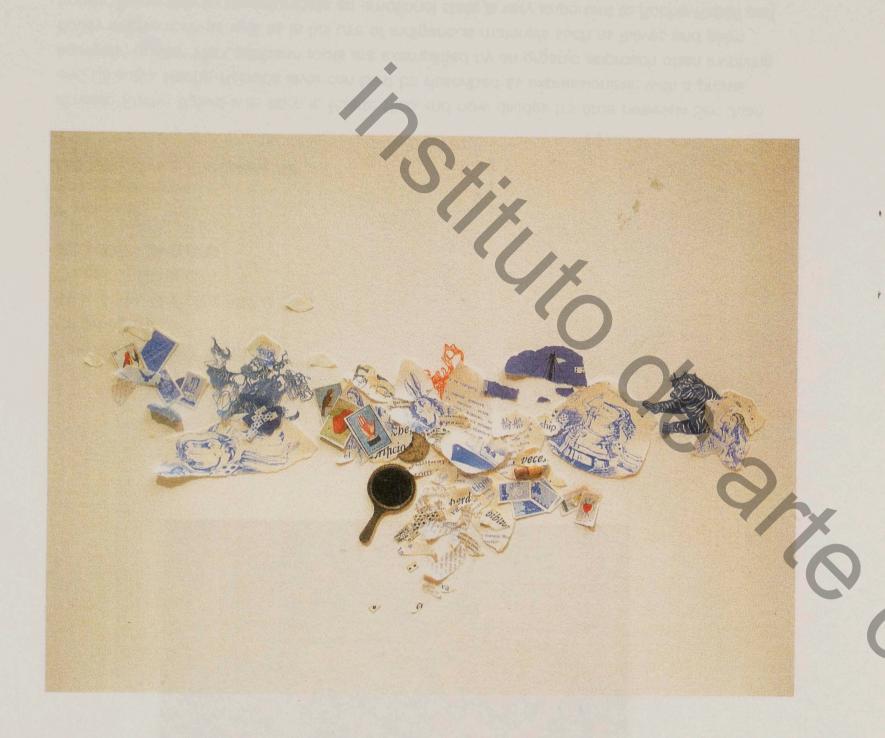
# 14. OSCAR MUÑOZ (b. 1951)

Intervalos (Mientras Respiro) [Intervals (While I Breath)], 2004
Edition 3/3 & 2 A/P.

Triptych, 23 5/8 x 19 3/4 in. (60 x 50 cm.) each
Fire drawing on paper
Courtesy of the artist and Sicardi Gallery
\$12,000 - \$18,000

Provenance:
Property of the artist

Oscar Muñoz was born in Popayán, Colombia and graduated in 1971 from the Escuela de Bellas Artes of Cali where he continues to live and work. For over twenty years, Muñoz has been producing enigmatic work that investigates the nature of representation through photographic and mechanical printing techniques. Oftentimes, these images are created using unusual and unstable materials such as human breath, water, light, and dust as a means of calling attention to the transient nature of life. In the series, Intervalos (Mientras Respiro), lighted cigarettes are used to burn holes through paper thus creating the artist's likeness.





Untitled w/ Mirror, 1995
Mixed media collage on paper
29 1/2 x 41 1/4 in. (74.93 x 104.77 cm.)
Courtesy of the artist and Sicardi Gallery
\$8,000

Provenance:
Property of the artist

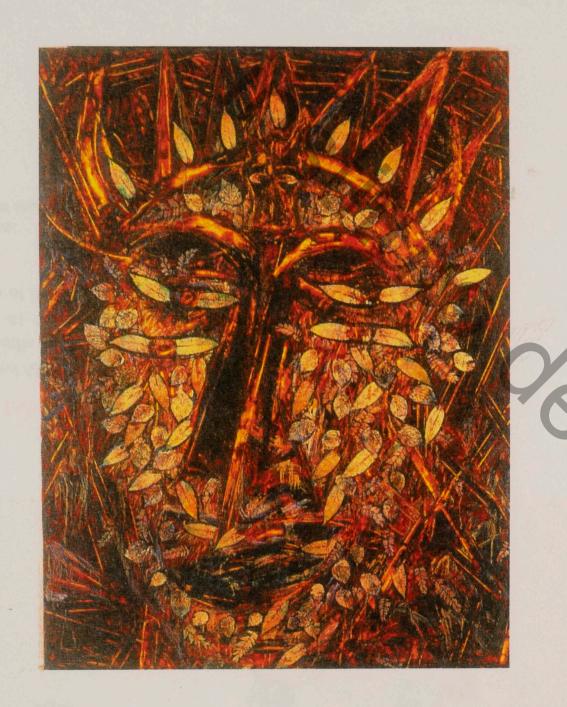


16. LILIANA PORTER (b. 1941)

Mickey Mouse III, 1992
Mixed media collage on paper
29 3/4 x 41 1/4 in. (75.56 x 104.77 cm.)
Courtesy of the artist and Sicardi Gallery
\$10,000

Provenance:
Property of the artist

Liliana Porter was born in Buenos Aires, Argentina and has lived in New York since 1964. Although primarily a printmaker and painter, her photographic projects involving children's toys and kitsch objects are a logical progression from her previous work. Although Porter's work has a decidedly playful nature, her mixed media collages investigate her continued preoccupation with perceptual boundaries and the psychology of representation.





### 17. ARNALDO ROCHE RABELL (b. 1955)

Can You See Me?, 1989
Oil on canvas
96 x 72 in. (243.8 x 182.8 cm.)
Private Collection
\$30,000 - \$40,000

Provenance:
Anonymous donor
Lisa Sette Gallery, Scottsdale, AZ

Arnaldo Roche-Rabell was born in Puerto Rico and now divides his time between San Juan and Chicago. Roche-Rabell's style can best be described as expressionistic with a primal, energetic quality. His Caribbean roots are exemplified by an organic approach often involving bodily impressions as well as in his use of indigenous materials such as leaves and palm fronds. Being able to communicate an emotional state is very important to Roche-Rabell and he oftentimes employs labor-intensive processes involving complex layering of photographic image, artist's materials, and objects to convey a psychological presence in the work.

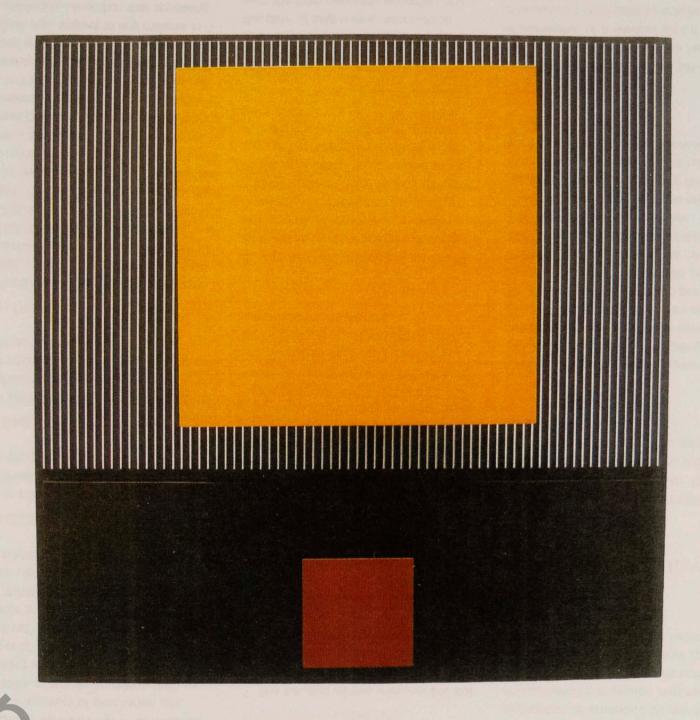
# 18. BETSABEÉ ROMERO (b. 1963)

Arqueología Colonial (Colonial Archaeology), 2003
Used engraved tire
91 x 15 in. (228.6 x 38.1 cm.)
Courtesy of the artist and Galeria Ramis Barquet, New York
\$7,000

Provenance:
Property of the artist

Betsabeé Romero, who was born in Mexico City, is perhaps best known for bas-relief sculptures made out of worn automobile tires. Some of them feature pre-Columbian glyphs and floral and vegetal patterns borrowed from Mexican folk art painstakingly carved into rubber. In some cases she uses the bas-relief surface of the tire as a stamp printing out a continuous pattern out of ink. In others she rolls the surface of the tire onto soft substances such as sugar, creating a reverse impression of the tire design. For the artist, recycling these discarded objects merges her exploration of traditional Mexican iconography with the most ubiquitous icon of mass-production.





### 19. MIRA SCHENDEL (1919-1988)

Sem Titulo (Untitled), 1964
Watercolor and charcoal on paper
Two pieces, each 18 7/8 x 26 in. (47.7 x 66 cm.)
Courtesy of Galeria Ramis Barquet, New York
\$14,000

Provenance: Ramis Barquet Gallery, New York Fernando Vidigal Collection, São Paulo

Mira Schendel was born in Zürich, Switzerland and moved to Brazil in 1949. Her early work reflects the influences of Brazilian Constructivism, yet it isn't until the 1960s that she begins to find her unique artistic voice. Schendel's process is rich with experimentation and her techniques and materials include the use of gold, tempera, and brick dust. Between 1964-1974, she produced her most experimental series that she titled monotipias (monotypes), droguinhas (little things) and trenzinhos (little trains). Untitled, 1964 is a rare example of Schendel's figurative yet abstract drawings.

# 20. JESÚS RAFAEL SOTO (1923-2005)

Cuadrado de Sevilla (Sevilla Square), 2001
Paint on wood
20 7/8 x 20 1/2 x 6 3/4 in. (53.3 x 52.1 x 17.14 cm.)
Courtesy of the artist and Sicardi Gallery, Houston
\$40,000

Provenance:
Property of the artist

Jesús Soto was born in Cuidad Bolivar, Venezuela and studied at the School of Fine and Applied Arts in Caracas from 1942-1947. Soto, along with Carlos Cruz-Diez, were actively engaged with European modernism as the basis of a Latin American avant-garde. After an experimental stage in the 1950s the artist began creating vibratory and optically-challenging works in relief construction. For Soto, movement is a viable artistic strategy and forms the basis of theoretical developments into space and architecture. Over the years though, Soto has sustained an interest in geometric abstraction and has continued to produce work based on primary shapes. Cuadrado de Sevilla, 2001, contains elements found in all of Soto's oeuvre such as overlapping planes, vertical backgrounds, and the square.

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7. Subject to fulfillment of all of the conditions set forth herein, on the fall of the auctioneer's hammer, title to the offered lot will pass to the highest bidder acknowledged by the auctioneer, and such bidder thereupon (a) assumes full risk and responsibility therefore (including, without limitation, liability for or damage to frames or glass covering prints, paintings or other works), and (b) will immediately pay the full purchase price or such part as we may require. All property must be removed from our premises by the purchaser at his expense not later than 10 business days following its sale and, if it is not so removed we may send the purchased property to a public warehouse for the account, at the risk and expense of the purchaser.

If any applicable conditions herein are not complied with by the purchaser, the purchaser will be in default and in addition to any and all other remedies available to us and to and the Consignor by law, including, without limitation, the right to hold the purchaser liable for the total purchase price, including all fees, charges and expenses more fully set forth herein, we, at our option, may (x) cancel the

sold to the defaulting purchaser at the same or any other auction, retaining as liquidated damages all payments made by the purchaser, or (y) resell the purchased property, whether at public auction or by private sale, or (z) effect any combination thereof, in any case, the purchaser will be liable for any deficiency, any and all costs, handling expenses of both sales, our commissions on both sales at our regular rates, legal fees and expenses, collection fees and incidental damages. We may, in our sole discretion, apply any broceeds of sale then due or thereafter becoming due to the purchaser from us or any affiliated company, whether or not intended to reduce the purchaser's obligations with respect to the unpaid lot or lots, to the deficiency and any other amounts due to us or any affiliated companies. In addition, a defaulting purchaser will be deemed to have granted and assigned to us and our affiliated companies; a continuing security interest of first priority in any property or money of or owing to such purchaser in our possession or in the possession of any of our affiliated companies, and we may retain and apply such property or money as collateral security for the obligations due to us or to any affiliated company of ours. Payment will not be deemed to have been made in full until we have collected good funds. In the event the purchaser fails to pay any or all of the total purchase price for any lot and the MFAH nonetheless elects to pay the Consignor any portion of the sale proceeds, the purchaser acknowledges that the MFAH shall have all of the rights of the Consignor to pursue the purchaser for any amounts paid to the Consignor, whether at law, in equity, or under these Conditions of Sale.

### RESERVE

8. All lots in this catalogue are offered subject to a reserve, which is the confidential minimum price acceptable to the Consignor. No reserve will exceed the low presale estimate stated in the catalogue, or as amended by oral or posted notices. We may implement such reserve by opening the bidding on behalf of the Consignor and may bid up to the amount of the reserve, by placing successive or consecutive bids for a lot, or bids in response to other bidders. In instances where we have an interest in the lot other than our commission, we may bid up to the reserve to protect such interest. In certain instances, the Consignor may pay us les than the standard commission rate where a lot is "bought-in" to protect its reserve.

9. The purchaser will be required to pay Texas State tax, any applicable compensating use tax of another state, and if applicable, any federal luxury or other tax, on the total purchase price. The tax rate is 8.25% in Texas.

### GOVERNING LAW AND **IURISDICTION**

10. These Conditions of Sale and Terms of Guarantee, as well as the purchaser's and our respective rights and obligations hereunder, shall be governed by and construed and enforced in accordance with the laws of the State of Texas. By bidding at an auction, whether present in person or by agent, order bid, telephone or other means, the purchaser shall be deemed to have consented to the jurisdiction of the state courts of, and the federal courts sitting in, the State of Texas.

### PACKING AND SHIPPING

11. We are not responsible for the acts or omissions in our packing or shipping of purchased lots or of other carriers or packers of purchased lots, whether or not recommended by us. Packing and handling of purchased lots is at the entire risk of the purchaser. If we obtain on behalf of the purchaser an export license for an item containing an endangered species, there will be a charge of \$150 for each license obtained.

### MITATION OF LIABILITY

12. In no event will our liability to a purchaser exceed the purchase price actually paid.

### TERMS OF GUARANTEE

The MFAH warrants the authenticity of Authorship of each lot contained in this catalogue on the terms and conditions set forth below.

### **DEFINITION OF AUTHORSHIP**

1. "Authorship" is defined as the creator, period, culture, source of origin, as the case may be, as set forth in the CAPI-TALIZED HEADING (e.g., A PIERRE CHAREAU EBONIZED FRUITWOOD TABLE, CIRCA 1925) of a lot in this catalogue, as amended by any oral or written salesroom notices or announcements. If there is a "Glossary" of terms in this catalogue, please not that any such heading represents a qualified statement or opinion and is not subject to these Terms of Guarantee. The MFAH makes no warranties whatsoever, whether express or implied, with respect to any material in the catalogue, other than that appearing in CAPITALIZED HEADING and subject to the exclusions in 5 and 6 below.

### **GUARANTEE COVERAGE**

2. Subject to the exclusions in 5 and 6 below, the MFAH warrants the Authorship (as defined above) of a lot for a period of five years from the date of sale of such lot and only to the original purchaser of record at the auction. If it is determined to the MFAH's satisfaction that the CAPITALIZED HEAD-ING is incorrect, the sale will be rescinded as set forth in 3 and 4 below, provided the lot is returned to the MFAH at the original selling location in the same condition in which it was as the time of sale. It is the MFAH's general policy, and the MFAH shall have the right to have the purchaser obtain, at the purchaser's expense, the opinion of two recognized experts in the field, mutually acceptable to the MFAH and the purchaser, before the MFAH determines whether to rescind a sale under the above warranty. If the purchaser requests, the MFAH will provide the purchaser with the names of experts acceptable to it.

### NON-ASSIGNABILITY

3. The benefits of this warranty are not assignable and shall be applicable only to the original purchaser of record and not to any subsequent owners (including, without limitation, heirs, successors, beneficiaries or assigns) who have, or may acquire, an interest in any purchased property.

### SOLE REMEDY

4. It is specifically understood and agreed that the rescission of a sale and the refund of the original purchase price paid (the successful bid price, plus the buyer's premium) is exclusive and in lieu of any other remedy which might otherwise by available as a matter of law, or in equity. Sotheby's and the Consignor shall not be liable for any incidental or consequential damages incurred or claimed.

### USIONS

5. This warranty does not apply to: (i) uthorship of any paintings, drawings or sculpture created prior to 1870, unless the lot is determined to be a counterfeit (a modern forgery intended to deceive) which has a valued at the date of the claim for rescission which is materially less than the purchase price paid for the lot; or (ii) any cataloque description where it was specifically mentioned that there is a conflict of specialist opinion on the Authorship of a lot; or (iii) Authorship which on the date of sale was in accordance with the then generally accepted opinion of scholars and specialists; or (iv) the identification of pariods or dates of

execution which may be proven inaccurate by means scientific processes not generally accepted for use until after publication of the catalogue, or which were unreasonably expensive or impractical to use.

### LIMITED WARANTY

6. As stated in paragraph 1 of the Conditions of Sale, neither the MFAH nor the Consignor makes any express or implied representations or warranties whatsoever concerning any property in the catalogue, including without limitation, any warranty of merchantability or fitness for a particular purpOse, except as specifically provided herein.

#### **BUYING AT AUCTION**

The following will help in understanding the auction buying process. All bidders should read the Conditions of Sale and Terms of Guarantee in this catalogue, as well as the Glossary or any other notices. By bidding at auction, bidders are bound by the Conditions of Sale and Terms of Guarantee, as amended by any oral announcement or posted notices, which together form the sale contract between the successful bidder (purchaser), the MFAH and the seller (consignor) of the lot.

### BEFORE THE AUCTION

### THE CATALOGUE

A catalogue prepared by the MFAH is available prior to the sale date. The catalogue will help familiarize you with property being offered at the designated auction.

#### **ESTIMATES**

Each lot in the catalogue is given a low and high estimate, indicating to a prospective buyer a range in which the lot might sell at auction. When possible, the estimate is based on previous auction records of comparable pieces. The estimates are determined several months before a sale and are therefore subject to change upon further research of the property, or to reflect market conditions or currency fluctuations. Estimates should not be relied upon as a representation or prediction of actual selling prices.

### **PROVENANCE**

In certain circumstances, the MFAH may print in the catalogue the history of ownership of a work of art t if such information contributes to scholarship or is otherwise well known and assists in distinguishing the work of art.

However, the identity of the seller or previous owners may not be disclosed for a variety of reasons. For example, such information may be excluded to accommodate a seller's request for confidentiality or because the identity of prior owners is unknown given the age of the work of art.

#### SPECIALIST ADVICE

Prospective bidders may be interested in specific information not included in the catalogue description of a lot. For additional information, please contact either an MFAH employee in charge of the sale (all of whom are listed in the front of the catalogue).

### **DURING THE AUCTION**

### BIDDING IN PERSON

If you would like to bid, you must register for a paddle upon entering the Museum of Fine Arts, Houston on February 26, 2005. The paddle is numbered so as to identify you to the auctioneer. To register, you will need a form of identification such as a driver's license or credit card. IF you are a first-time bidder, you will also be asked for your address, phone number and signature in order to create your account. If you are bidding for someone else, you will need to provide a letter from that person authorizing you to bid on that person's behalf. Issuance of a bid paddle is in the MFAH's sole discretion. Once the first bid has been placed, the auctioneer asks for higher bids, in increments determined by the auctioneer. To place your bid, simply raise your paddle until the auctioneer acknowledges you. You will know when your bid has been acknowledged: the auctioneer will not mistake a random gesture for a bid.

### ABSENTEE BIDDING

If it is not possible for you to attend the auction in person, you may place your bid ahead of time. In the back of this catalogue there is an absentee bid form, which you can use to indicate the item you wish to bid on and the maximum bid you are willing to make. Return the completed absentee bid form to the MFAH by mail, fax or email. When the lot that you are interested in comes up for sale, an MFAH representative will execute the bid on your behalf, making every effort to purchase the item for as little as possible and never exceeding your limit. This service is free and confidential. For detailed instructions and information, please see the Absentee Bid

instructions at the back of the catalogue.

#### TELEPHONE BIDDING

In some circumstances, we offer the ability to place bids by telephone live to an MFAH representative on the auction floor. Please contact Tara McNeill (713-639-7594) prior to the sale to make arrangements or to answer any questions you may have. Telephone bids are accepted only at the MFAH's discretion and at the caller's risk. Calls may also be recorded at the MFAH's discretion. By bidding on the telephone, prospective buyers consent thereto.

#### EMPLOYEE BIDDING.

MFAH employees may bid in an MFAH auction only if the employee does not know the reserve and if the employee fully complies with the MFAH's internal rules governing employee bidding.

#### HAMMER PRICE

For lots which are sold, the last price for a lot as announced by the auctioneer is the hammer price.

### AFTER THE AUCTION

#### **PAYMENT**

If your bid is successful, you can go directly to the cashier table in the North Foyer to make payment arrangements. Otherwise, your invoice will be mailed to you. Sales tax, where applicable, will be charged on the entire amount. Payment is due in full immediately after the sale. However, under certain circumstances and generally with the seller's agreement, the MFAH may offer buyers it deems credit-worthy the option of an extended payment plan. Credit terms should be arranged prior to the sale.

# PAYMENT BY CASH and CREDIT CARDS

The MFAH accepts payment by cash or credit card.

### PAYMENT BY CHECK

Checks should be made payable to the MFAH. Certified checks, banker's drafts and cashier's checks are accepted at the MFAH's discretion and provided they are issued by a reputable financial institution governed by antimoney laundering laws.

### SALES AND USE TAX

Texas sales tax is charge on the hammer price and is the responsibility of

#### PICKUP AND DELIVERY

Once your payment has been cleared, property may be released. Unless otherwise agreed by the MFAH, all purchases should be removed by the 10th day following a sale. After 30 days, property is transferred to a third-party warehouse at the purchaser's risk and subject to storage charges at the purchaser's expense. As transferred property will not longer by in the MFAH's custody or care, the MFAH Art Transport Department will not be able to assist you with pick-up or shipping arrangements. To avoid storage charges, please arrange for the removal of your purchases as soon as possible

### CLIENT PICKUP OF PROPERTY

As a courtesy to purchasers who come to the MFAH to pick up property, the MFAH will assist in the packing of lots, although the MFAH may, in the case of fragile articles, choose not to pack or otherwise handle a purchase. The MFAH will not be responsible or liable for damage to glass covering paintings, drawings or other works, or damage to frames, regardless of the cause.

In order to view works please contact Gilbert Vicario in the Latin American Art Department.

phone: 713-639-7848 email: gvicario@mfah.org

### - ABSENTEE BID FORM

#### SALE TITLE

The Latin American Experience 2005 Gala

#### DATE

February 26, 2005

### **IMPORTANT**

I wish to place the following bids for this sale to be held on February 26, 2005. These bids are to be executed by the MFAH up to but not exceeding the amount or amounts specified below. Each bid is PER LOT, as indicated, and all bids will be executed and are accepted subject to the "Conditions of Sale" and "Terms of Guarantee" printed in the catalogue of this sale. Please note that a buyer's premium in the amount stated in paragraph 3 of the "Conditions of Sale" in the back of this catalogue will be added to the hammer price as part of the total purchase price, plus any applicable sales tax.

# FILLING OUT THE ABSENTEE BID FORM

When filling out the absentee bid form, be sure to accurately record the lot numbers and descriptions and the top price you are willing to pay for each lot. "Buy" or unlimited bids will not be accepted. Always indicate a "top limit" – the amount up to which you would bid if you were attending the auction yourself.

Alternative bids should be indicated by using the word "OR" between lot numbers. Then if your bid on an early lot is successful, we will not continue to bid on other lots for you. Or, if your early bids are unsuccessful, we will continue to execute bids for alternative lots until a bid is suc cessful. Bids must always be placed in the same order as the lot num bers appear in the catalogue. Each absentee bid form should contain bids for one sale only. The number and code name should appear in the top right-hand corner of the form. Please place your bids envelope with their absentee bid form.

Arranging Payment: In order to avoid delays in receiving purchases, buyers unknown to us are advised to make payment arrangements or supply credit references in advance of the sale date. Otherwise, purchases cannot leave the premises until checks have cleared.

### ABSENTEE BID FORM

Name (please print or type)		Date
Address		
City	State	Zip
Telephone/Home	Business	
Fax	Email	

I consent to the use of this information and any other information obtained by the MFAH in accordance with the Guide for Absentee Bidders. If you would like further information on the MFAH's policies on personal data, or to make corrections to your information, please contact us at 713-639-7594.

I agree that I am bound by the "Conditions of Sale" and any "Terms of Guarantee" which are published in the catalogue for the sale and govern all purchases at auction that I make.

Signature (We must have your signature to execute this bid)

Lot Number	Catalogue/Description	Top Limit of Bid
		\$
		\$
		\$
		\$
		\$
72		\$
C		\$

Please mail, Fax or email to: Museum of Fine Arts, Houston P.O. Box 6826, Houston Tx, 77265-5826.

Fax: 713-639-7595 Email: tmcneill@mfah.org

