

Alfred Bader Fonds

Correspondence

Sotheby's 91-96

QUEEN'S UNIVERSITY ARCHIVES	
LOCATOR	5095.5
BOX	3
FILE	22

FAX TRANSMITTAL SHEET

FROM: DR. ALFRED BADER

2961 North Shepard Ave.  
Milwaukee, Wisconsin 53211

PHONE: (414) 962-5169

FAX: (414) 962-8322

TO: Dr. George Gordon  
Old Master Paintings  
Sotheby's - 011 44 71 495 8347

DATE: October 26, 1992

Re: Catalog No. 128, Sketch of Horses in your October 28th Sale

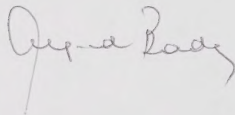
Dear Dr. Gordon:

Thank you for your condition report on the above painting.

I would like to bid by telephone and would like to ask you to have me called at my home,  
1-414-962-5169.

As faxes sometimes go astray, may I ask you to confirm by return that you have received this  
fax.

Many thanks,

A handwritten signature in cursive script, appearing to read "Alfred Bader".

TRANSACTION REPORT

SEND

RECEIVER

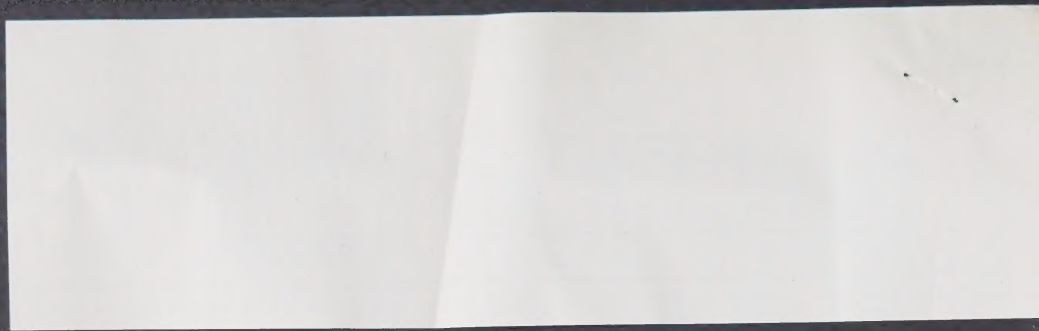
PAGES

NOTE

071 495 8347

1

OK



# SOTHEBY'S

FOUNDED 1744

34-35 New Bond Street, London W1A 2AA  
Telephone: (071) 389 8789  
Telex: 94404 (SPLAUN-G)  
Telefax: (071) 409 5100

BY FAX: 010 1 414 962 8322

TO : DR ALFRED BADER

£4 246 500 —

Dear Dr. Bader,

I confirm that the sum of £2,246,500 has been received into our account this morning.

Please could you confirm by return that we are authorised to release the painting to Otto Naumann for shipping to Holland, since this differs from the original instructions, and for obvious reasons we cannot release a painting to anyone without the owner's authorisation.

Yours sincerely,

George Gordon

GEORGE GORDON  
OLD MASTER PAINTINGS

Main Telephone Line: 071 408 5414  
Main Fax Line: 071 495 8847

Dear Dr. Gordon:

Thanks for fax. You have my authorisation to release painting exactly as instructed by Dr. Otto Naumann, i.e.

to Holland, following Dr. Naumann's instructions.

~~1992~~ Sept. 192

Thanks and best regards

Alfred Bader

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TRANSACTION REPORT  
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SEND

RECEIVER

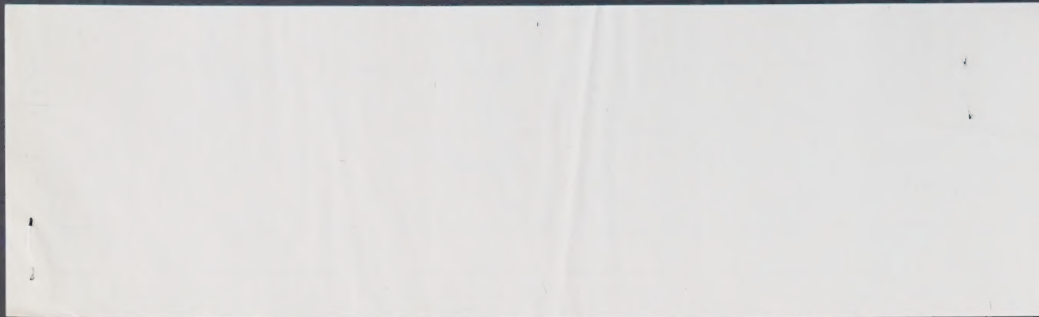
PAGE:

NOTE

071 495 9347

1

OK





**SOTHEBY'S**  
FOUNDED 1744

34-35 New Bond Street, London W1A 2AA  
Telephone: (071) 495 8080  
Telex: 24454 (SPBLON-G)  
Telefax: (071) 409 5100

Per fax: 010 1 414 962 8322

28<sup>th</sup> August 1992

To: Dr. Alfred Bades

Dear Dr. Bades,

I acknowledge receipt of your fax of August 27<sup>th</sup>, and confirm that I will fax you next Tuesday regarding the bank transfer.

Our next Billingshurst sale will be on November 18<sup>th</sup>. The Amsterdam sale will be on November 11<sup>th</sup>.

The granting of export licences very often takes a month or longer. I hope you are pleased that the licence for your painting was granted so quickly!

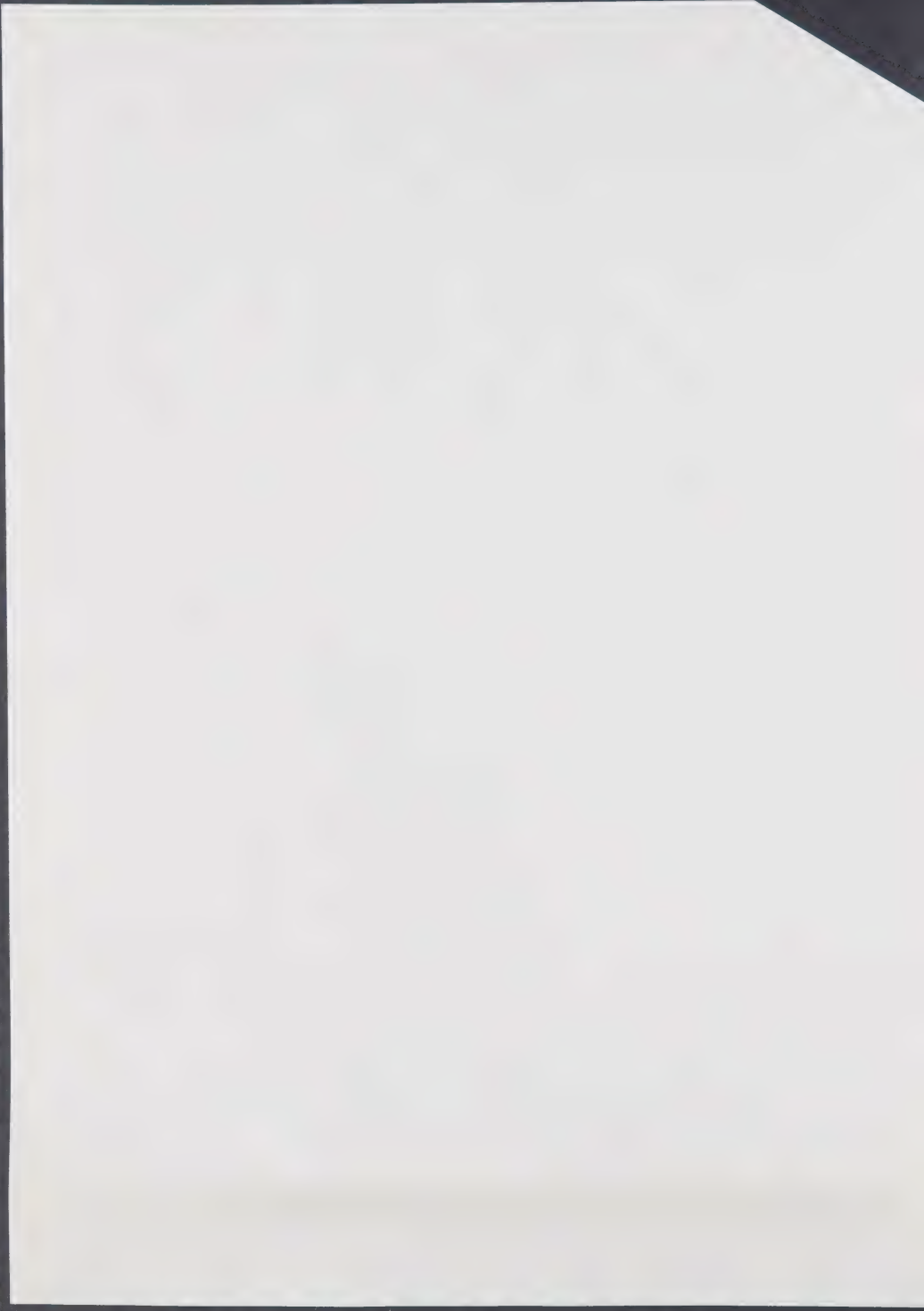
Yours ever,

Clare Gordon



# SCOTTLEBY'S

THE UNIVERSITY OF CHICAGO PRESS  
50 EAST LAKE STREET  
CHICAGO, ILLINOIS 60607  
TEL: 773-707-3000  
WWW.UCHICAGO.PRESS.EDU



**SOTHEBY'S**  
FOUNDED 1744

34-35 New Bond Street, London W1A 2AA  
Telephone: (071) 493 8080  
Telex: 24454 (SPBLON-G)  
Telefax: (071) 409 3100

RCJ/aj

Dr Alfred Bader  
P O Box 355  
Milwaukee  
Wisconsin 53207  
Canada

5th January 1992

*Dear Alfred*

It is with great regret that I must decline your extremely kind offer to come and stay with you later this month, as my intended trip to America has now been postponed. Julien Stock will be in New York for the January sales and would love to see you there if you are planning on going. I hope there will be another opportunity to meet you there before too long.

With all best wishes for the New Year.

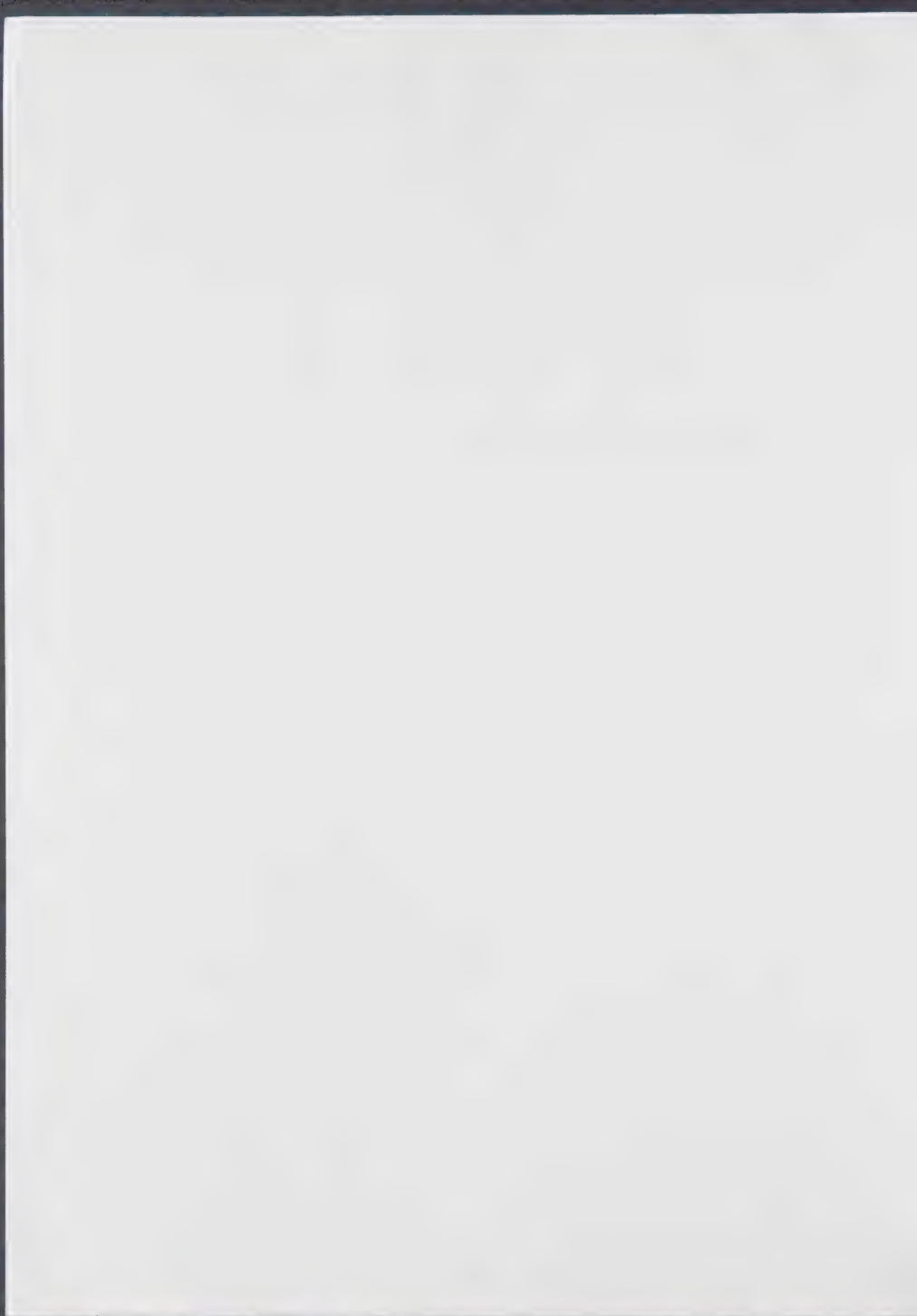
*Yours ever*

*Richard*

Richard Charlton-Jones  
OLD MASTER PAINTINGS

Direct Telephone Line: 071 408 5489  
Direct Fax Line: 071 495 8347

406 5943



# SOTHEBY'S

FOUNDED 1744

1334 York Avenue, New York, New York 10021  
Telephone: (212) 606-7000  
Telex: New York 232643 (SPB UR)

August 19, 1991

Dr. Alfred Bader  
President, Alfred Bader Corporation  
2961 North Shepard Avenue  
Milwaukee, Wisconsin 53211

Dear Alfred,

Chris and I had such great fun visiting with you last week, and we were both impressed with your marvelous collection and thankful for your kind hospitality. As we discussed, we will be happy to sell your Gainsborough with an estimate of \$15,000-20,000, and a reserve of ~~\$7,000~~. I also wish you to know that Sotheby's would be happy to charge you 0% commission, and no fees, our only remuneration being the 10% buyer's commission, should you decide to sell any paintings with us in the future.

We were both very interested in your beautiful, large American portrait, and we would like to send a photograph of it to the National Portrait Gallery. If you can send me a good photograph of the portrait, I will send it there right away.

Unfortunately, I will be gone next Monday, but Heidi and Chris will show you as many paintings as you would like to see. With all best wishes, I remain,

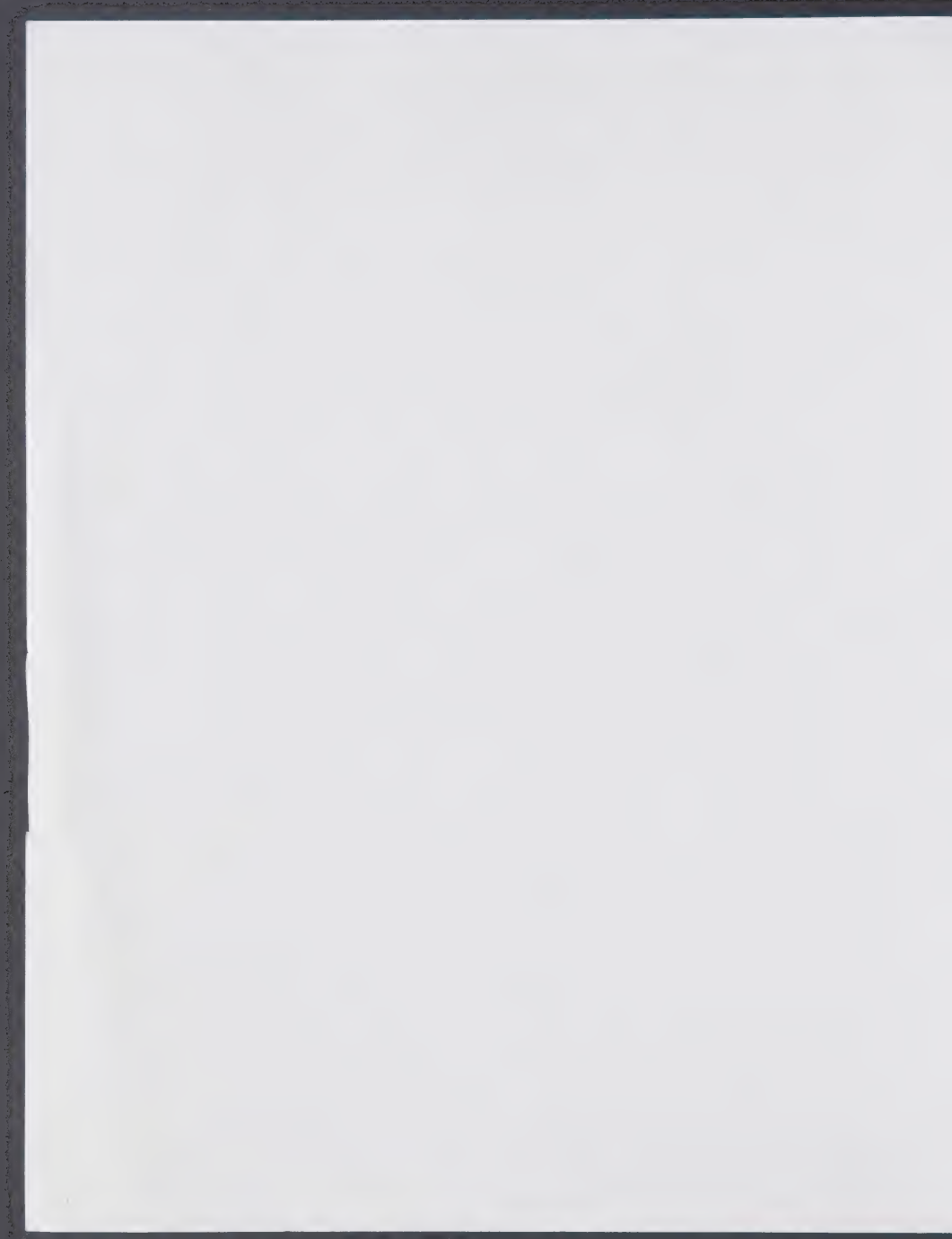
Yours sincerely,

  
George Wachter  
Senior Vice President  
Director, Old Master Paintings Department

GW/rp

18,000  
Chris

Chris Agostini







ALFRED BADER FINE ARTS

DR. ALFRED BADER

ESTABLISHED 1961

November 9, 1995

Mr. Christopher Apostle  
Old Master Paintings  
Sotheby's  
1334 York Avenue  
New York, NY 10021

Dear Christopher:

Could you please forward the enclosed information to your specialist in Judaica?

I own an oil painting on paper put down on panel, 9.25 X 11 inches, and I enclose a black-and-white photograph and a snapshot. I also enclose Xerox copies of the original lithograph.

It is called *Sabbath Rest* and was one of five such scenes painted by the well-known German Jewish genre painter in Frankfurt, Moritz Oppenheim. It is signed *M. Oppenheim* in the lower right.

Of course, Christopher, whenever I see an oil painting on paper, I worry that it might just be an over-painted lithograph. However, my painting was restored by the ablest restorer I know, Charles Munch, who assures me that it is not an over-painted print. Furthermore, the painting itself is somewhat larger than the lithograph.

I plan to come to New York for your January Old Master sale, and if of interest to you, could bring this painting under my arm.

At that time, I would also like to pick up the small mannerist which was unsold in your July sale.

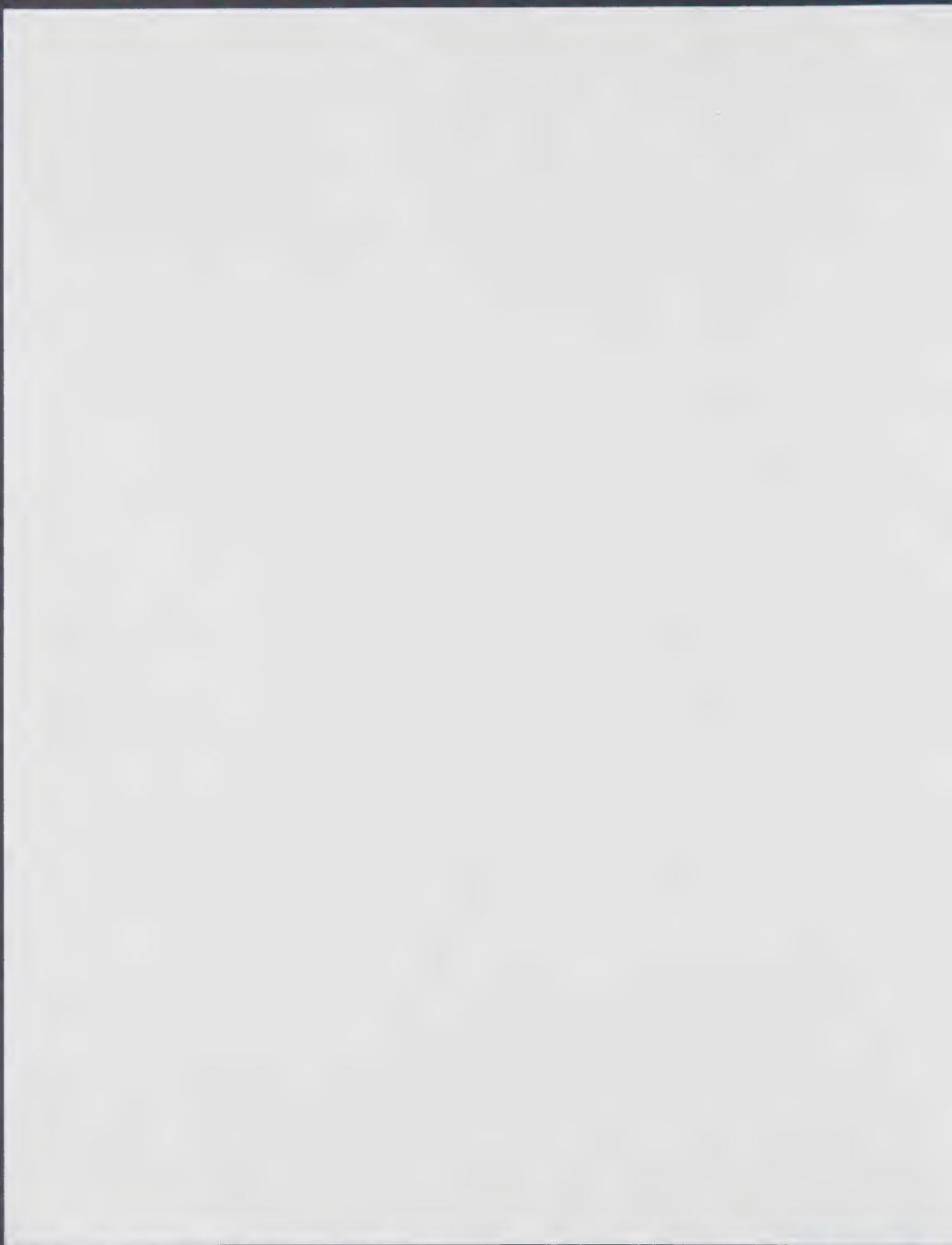
Wish me luck in your great December sale in London.

Best wishes, as always,

AB/cw

Enclosures

*By Appointment Only*  
ASTOR HOTEL SUITE 622  
924 EAST JUNEAU AVENUE  
MILWAUKEE WISCONSIN USA 53202  
TEL. 414 277-0780 FAX 414 277-0709



FAX FROM



ALFRED BADER FINE ARTS

Suite 622  
924 East Juneau Avenue  
Milwaukee, Wisconsin 53202  
Telephone: 414/277-0730  
Fax: 414/277-0709

*my file*

April 30, 1996

To: Mr. Christopher Apostle  
Vice President, Old Master Paintings Dept.  
Sotheby's  
Fax: 212/606-7039

Dear Christopher:

I note that you are offering one of my paintings, your Lot #181, in your May 16th sale. However, on checking with Otto, I find that neither he nor I has received your sales contract. Please do fax this to me for my signature. Of course, I assume that the terms will be exactly as my sales with you in the past, that is, not charges whatever to be paid by me.

I am rather taken aback by two statements in your entry: (1) I think your dating this 'circa 1470' is much too late, and (2) I would have thought that someone at Sotheby's would recognize Hebrew when they see it. The paintings in Newcastle and Bruges have only jewels on the collar, and the Berlin version has only the Latin "rex + regum". I don't have a good photograph of the Munich version, but that is surely a copy, and I believe it does not have the Hebrew either.

It might be worthwhile to have a sales room notice next to the painting pointing to the Hebrew and to the important differences in the inscriptions.

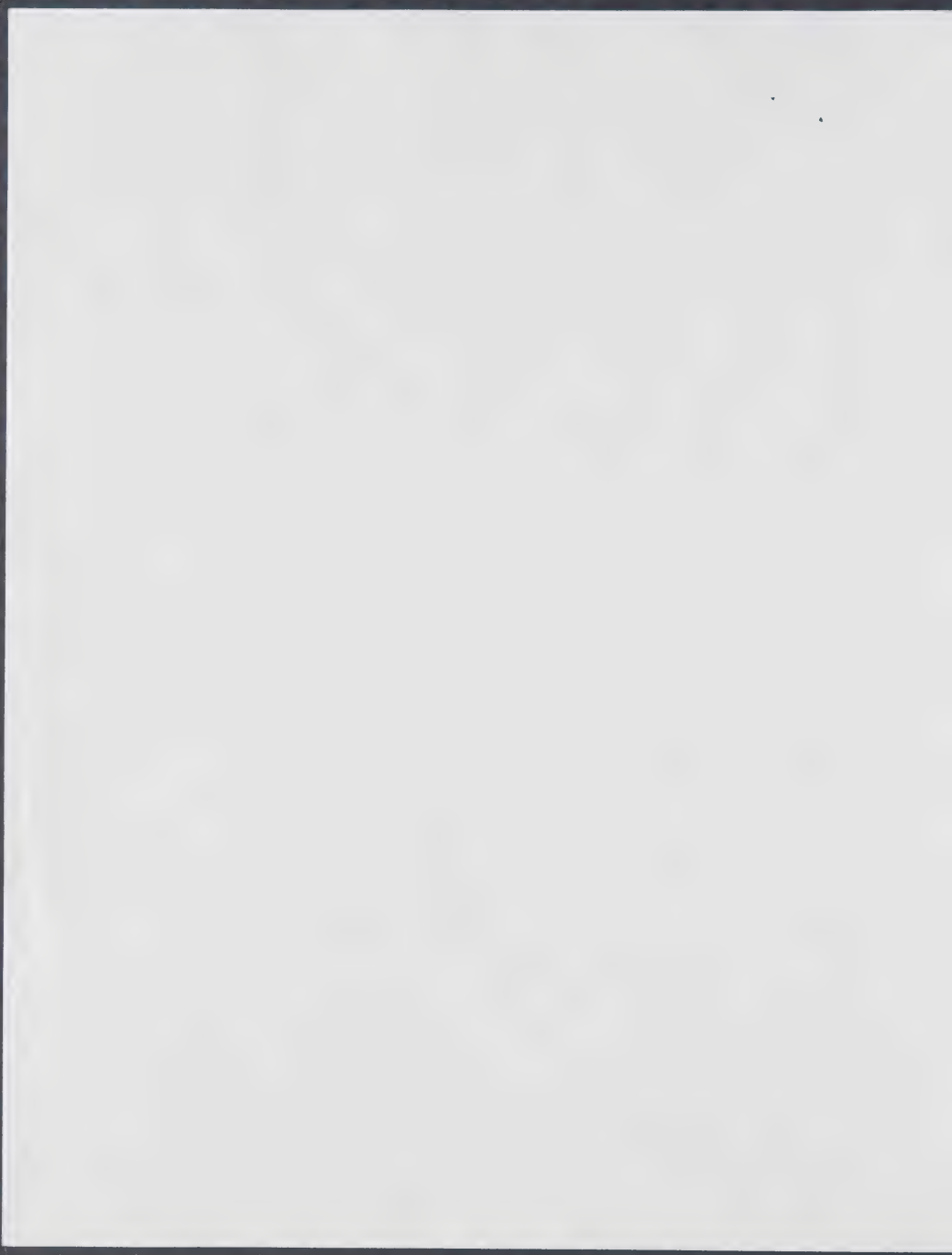
I plan to view the sale on Monday, May 13th, and I would then also like to pick up the Jewish painting which I left with Mrs. Roth (see my previous faxes to you and her).

With all good wishes, I remain,

Yours sincerely,

AB/cw

c: Dr. Otto Naumann (via fax)



FAX FROM



*ALFRED BADER FINE ARTS*

Suite 622  
924 East Juneau Avenue  
Milwaukee, Wisconsin 53202  
Telephone: 414/277-0730  
Fax: 414/277-0709

May 9, 1996

To: Mr. Christopher Apostle  
Vice President, Old Master Paintings Dept.  
Sotheby's  
Fax: 212/606-7039

Dear Christopher:

Further to my fax to you of April 30th regarding Lot 181, I presume that you have not sent me the contract because you know that I will be visiting you this coming Monday, May 13th. That is, of course, fine.

But I still think that a sales room notice pointing to the Hebrew and to the important differences in the inscriptions might draw the attention of prospective buyers.

On a different matter, I recently acquired a large canvas of circa 1670 depicting a scholar copying a book. I understand that this was offered at Sotheby's New York as 'attributed to van der Pluym' on June 4, 1987, Lot 37, but that the lot was then withdrawn. I was told that it was withdrawn because there was some question about a previous export, said to be from South Africa.

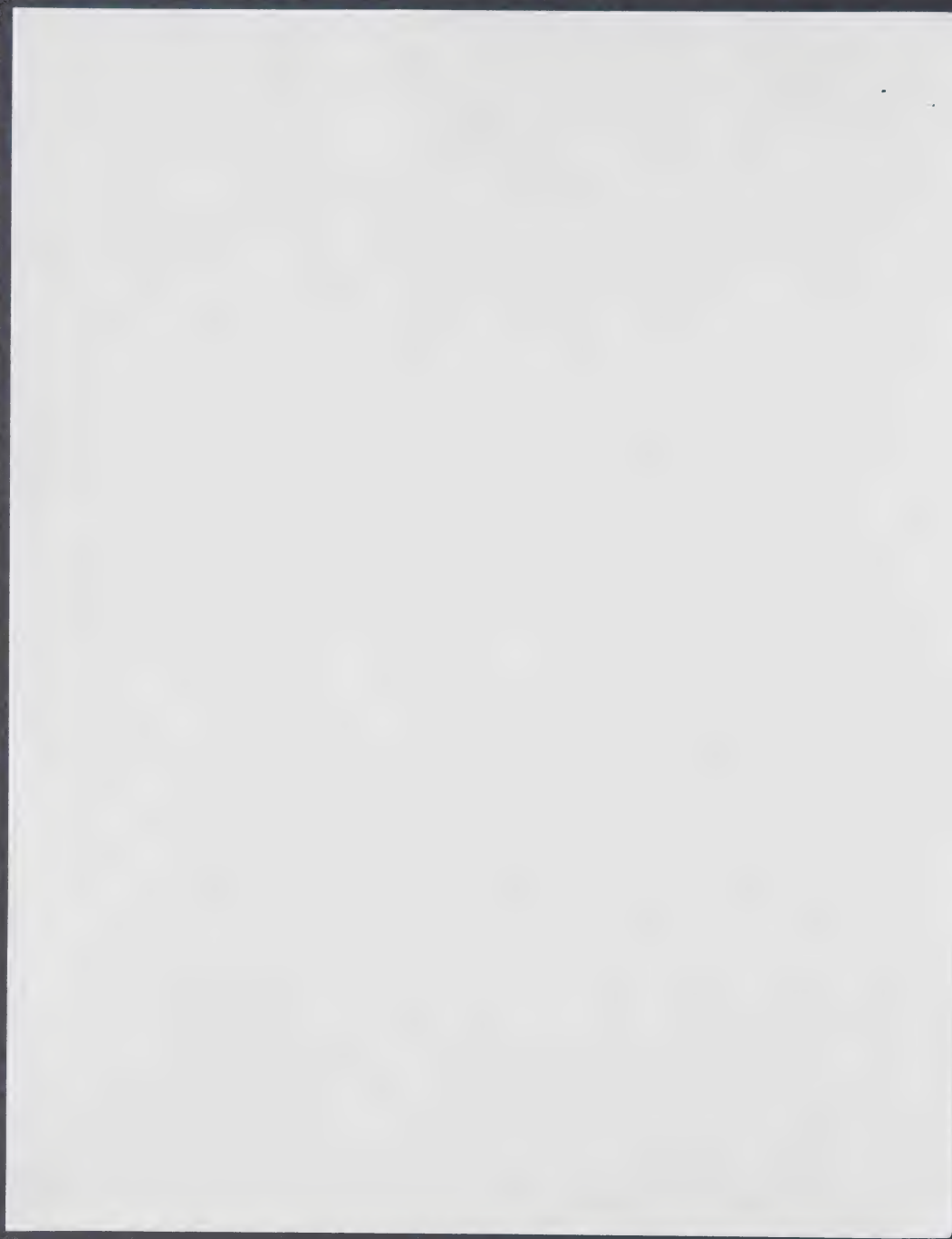
This is all hearsay, and I acquired the painting from a well-known dealer in London.

May I impose on you to tell me what you can about this work when I see you next Monday?

With all good wishes, I remain,

Yours sincerely,

AB/cw



January 15, 1996

Ms. Jennifer V. Roth  
Vice President, Arcade Auctions  
Sotheby's  
1334 York Avenue  
New York, NY 10021

Dear Ms. Roth:

It was a pleasure meeting you in New York last week and sharing with you what I know about Moritz Oppenheim's *Sabbath Rest*.

As you will see from the enclosed, I corresponded with the Jewish Museum in Frankfurt, specifically with Dr. Annette Weber, and that correspondence will be self-explanatory.

I do believe that we are dealing here with Moritz Oppenheim's original painting from which the very popular lithographs were made.

I could not find any record of who bought the original work from Moritz Oppenheim, and when I enquired at the Jewish Museum, they didn't know either.

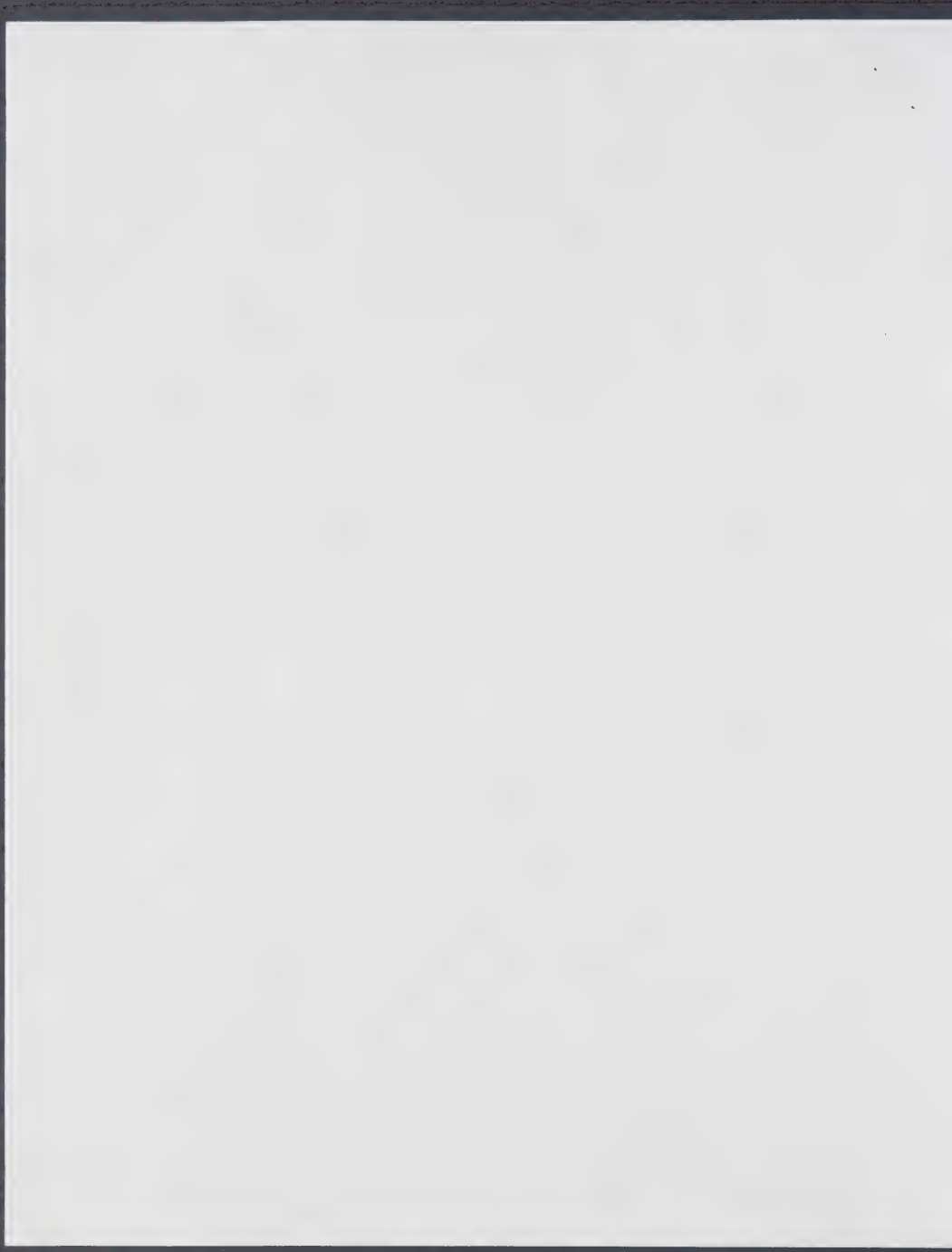
If you agree with my conclusions, I would like to have the painting offered in New York in your next good 19th century European sale with a reasonable reserve to be discussed.

With all good wishes, I remain,

Yours sincerely,

AB/cw

Enclosures





FAX FROM

*DR. ALFRED BADER*  
Suite 622  
924 East Juneau Avenue  
Milwaukee, Wisconsin 53202  
Telephone: 414/277-0730  
Fax: 414/277-0709

January 25, 1996

TO: Ms. Jennifer V. Roth  
Vice President, Arcade Auctions  
Sotheby's  
FAX: 212/606-7019

Dear Ms. Roth:

You may have realized that I was really surprised by your phone call yesterday advising me that two New York restorers have looked at my painting *Sabbath Rest*, which is oil on paper, and declared it to be an overpainted print.

My restorers who worked on this are Charles Munch and Jane Furchgott, S10093A Bear Valley Road, Lone Rock, WI 53556; Ph: 608/583-2431. You might like to talk to them.

I talked to Charles yesterday evening, and he would like to speak to the two restorers involved. Could you please fax me their names, addresses and telephone numbers, and I will let Charles know and he will phone them.

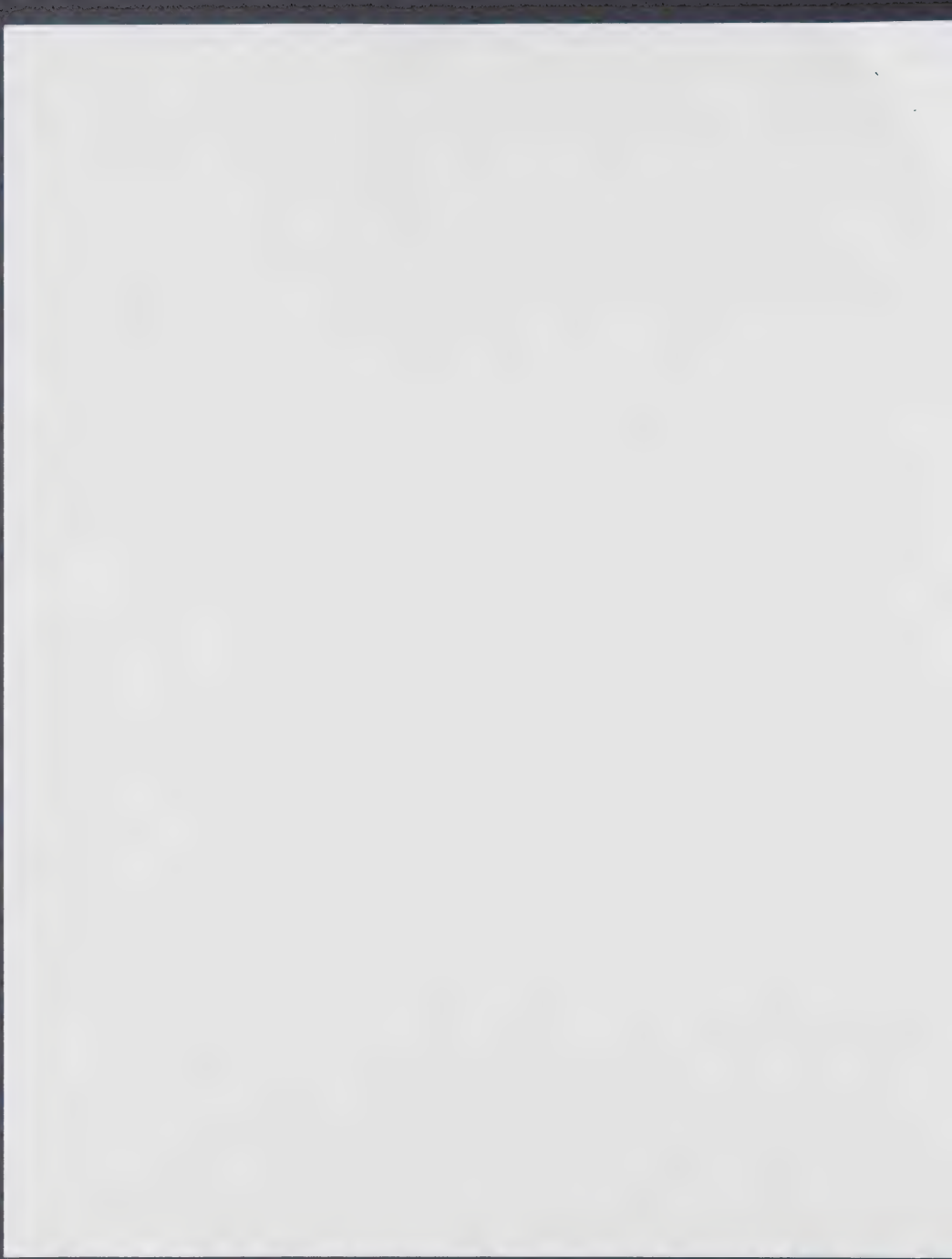
Thank you for your help.

Sincerely yours,

AB/cw

cc: Charles Munch and Jane Furchgott

ABFA #1489-G



FAX FROM

*DR. ALFRED BADER*  
Alfred Bader Fine Arts  
Suite 622  
924 East Juneau Avenue  
Milwaukee, Wisconsin 53202  
Telephone: 414/277-0730  
Fax: 414/277-0709

April 10, 1996

TO: Ms. Jennifer V. Roth  
Vice President, Arcade Auctions ·  
Sotheby's  
FAX: 212/606-7019

Dear Ms. Roth:

I plan to be in New York City to preview your Old Masters sale on Monday, May 13th.

You will recall that I left a painting which I believed to be by Moritz Oppenheim with you and would like to pick it up that day.

Should you not be in New York that day, could you please leave the painting with Mr. Christopher Apostle of your Old Masters Department?

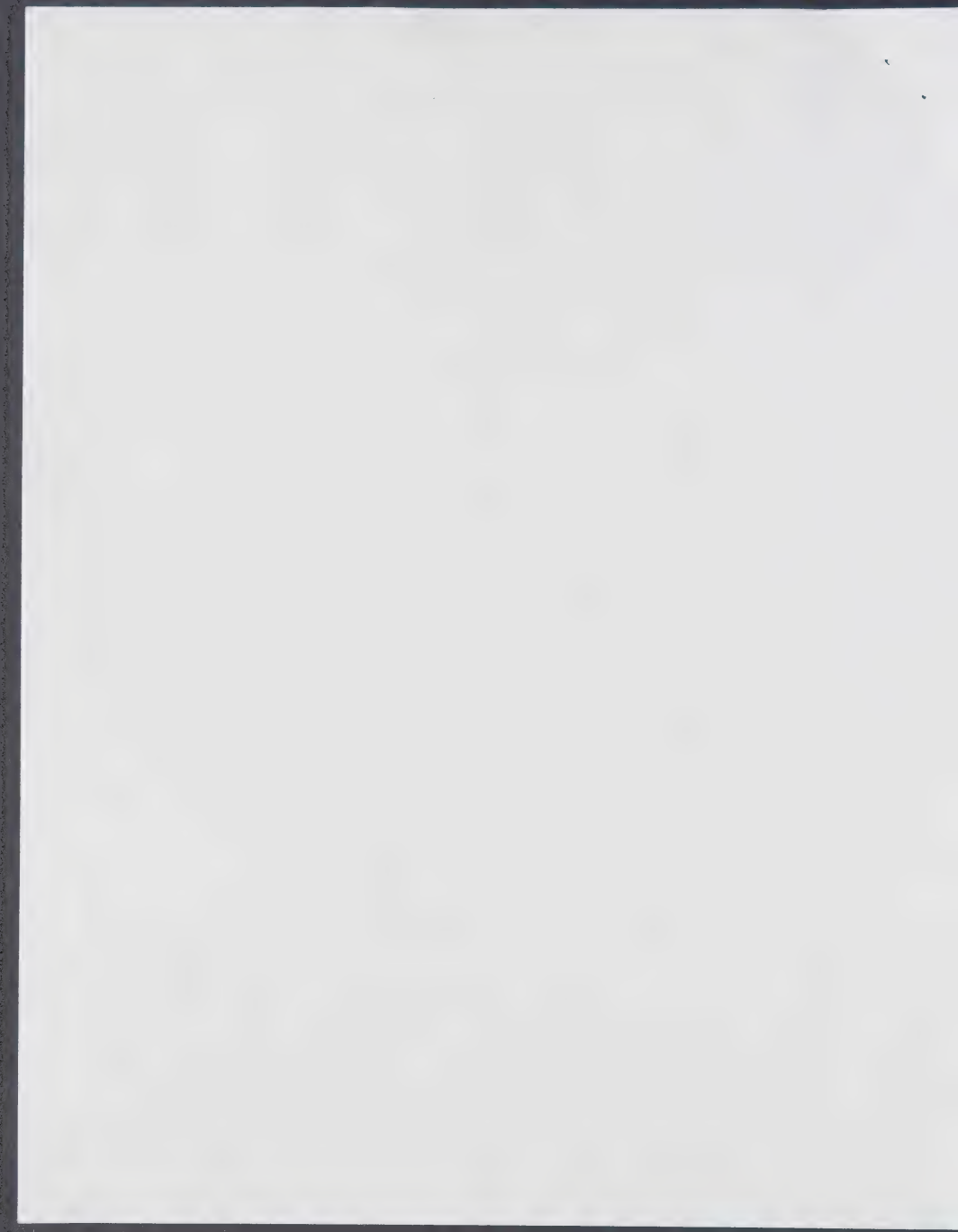
Thank you for your help.

Sincerely yours,

AB/cw

c: Christopher Apostle (via fax)

ABFA #1489-G



FAX FROM



*ALFRED BADER FINE ARTS*  
Suite 622  
924 East Juneau Avenue  
Milwaukee, Wisconsin 53202  
Telephone: 414/277-0730  
Fax: 414/277-0709

March 19, 1996

To: Mr. Christopher Apostle  
Vice President, Old Master Paintings Dept.  
Sotheby's  
Fax: 212/606-7039

Dear Christopher:

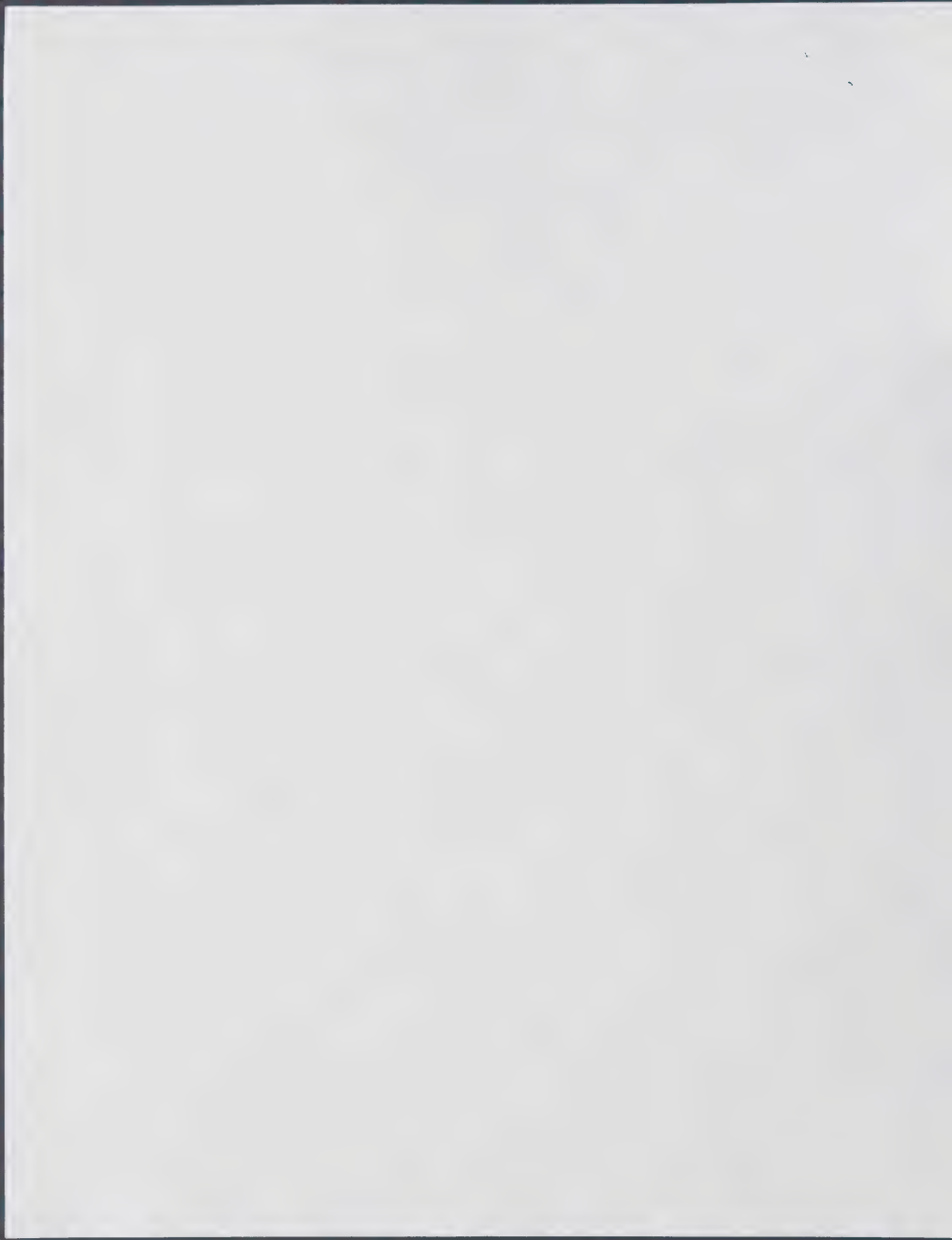
Please thank Caroline Krauthamer for sending me the documentation on the Maes portrait. I must tell you that I really like that work.

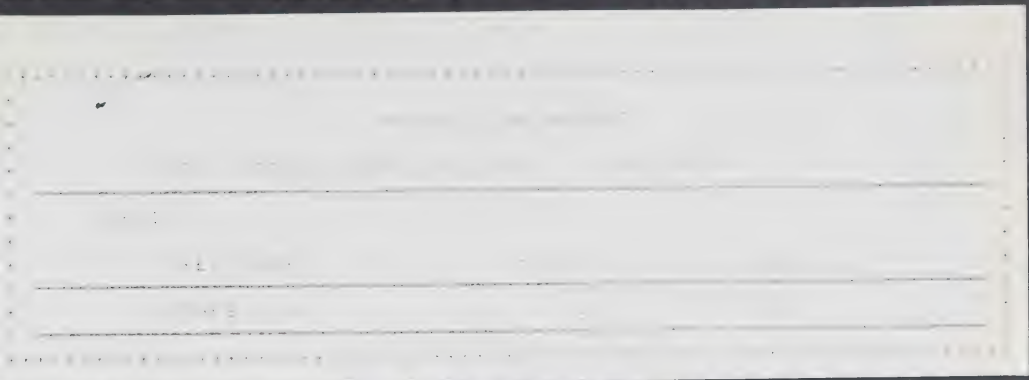
Could you please fax me when your May Old Masters sale will be, and whether it will include any Rembrandt School paintings? \_\_\_\_\_

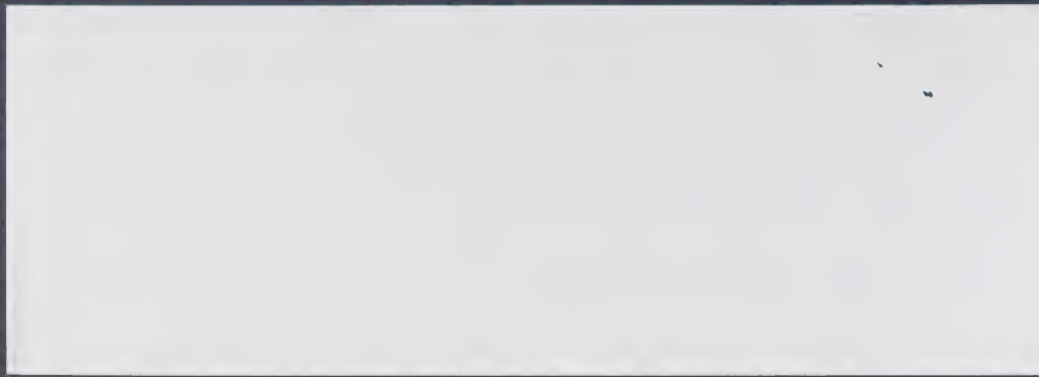
With many thanks for your help and best wishes, I remain,

Yours sincerely,

AB/cw









# SOTHEBY'S

FOUNDED 1744

1334 York Avenue  
New York, New York 10021  
Telephone: (212) 606-7000

Thursday, March 14 1996

Dr. Alfred Bader Fine Arts  
Astor Hotel Suite 622  
924 East Juneau Avenue  
Milwaukee, Wisconsin 53202

Dear Dr. Bader,

Please find following a black and white photograph and a transparency of your purchased lot from our January 11, 1996 sale of Important Old Master Paintings. I also enclosed the original letter of Dr. Walther Bernt dated April 20, 1976, that you requested.

Should you have any further questions concerning this matter please do not hesitate to contact the Old Master Paintings Department by phone at (212)-606-7230 or by fax at (212)-606-7039.

Hoping that this is of help to you and I am very sorry for the delay, I remain,

Yours very truly,



Caroline Krauthamer  
Old Master Paintings Department

100

SOTHEBY'S  
FINE ARTS

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## Facsimile Cover Sheet

To: Alfred Bader  
Company: Alfred Bader Fine Arts  
Phone: 414-277-0730  
Fax: 414-277-0710

From: Christopher Apostle  
Company: Old Master Paintings, New York  
Phone: 212-606-7200  
Fax: 212-606-1100

Date: May 21, 1995

Pages including this  
cover page

### Comments

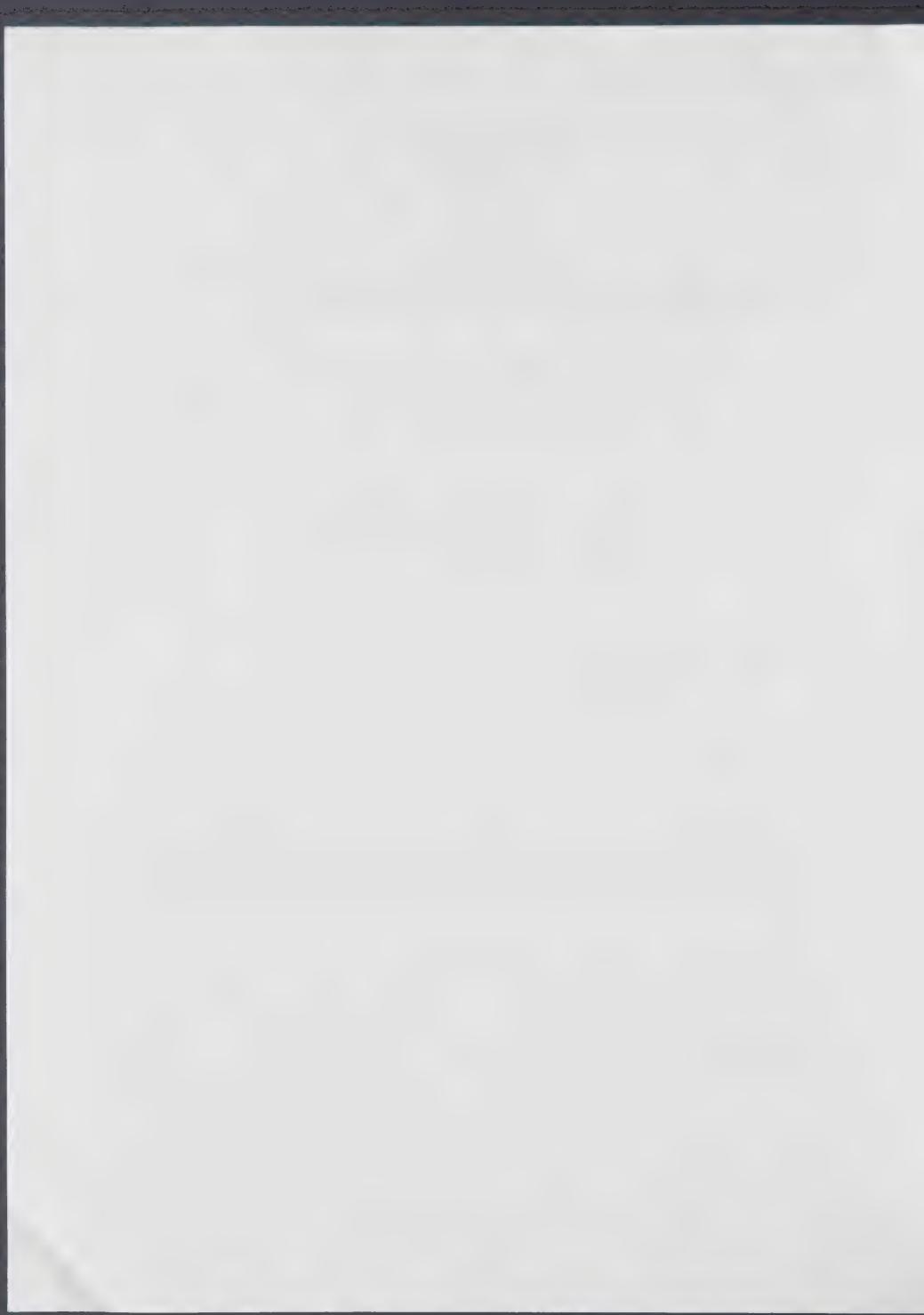
#### Remarks

I have started trying to trace back the previous ownership on the picture of the reading man that you own and which we sold as by a follower of Karel van der Plym in the late 1980's. Where did you get the connection to South Africa as I do not find any connection to that country? If you could send me just a quick fact sheet of what you do know about the picture, I may be able to do

#### Signature



Christopher Apostle  
President  
Old Master Paintings Department





Dr. Alfred Bader  
924 East Juneau, Suite 622  
Milwaukee, Wisconsin 53202  
Phone: 414/277-0730  
Fax: 414/277-0709

A Chemist Helping Chemists

Mr. Christopher Aponte  
Old Market, Berkeley, CA

Dear Christopher:

I bought the "followers of a Plug" in London and the dealer told me that it had been withdrawn from your sale — he thought (but obviously was not certain) because of an export problem from S. A.

(1) Was it withdrawn?

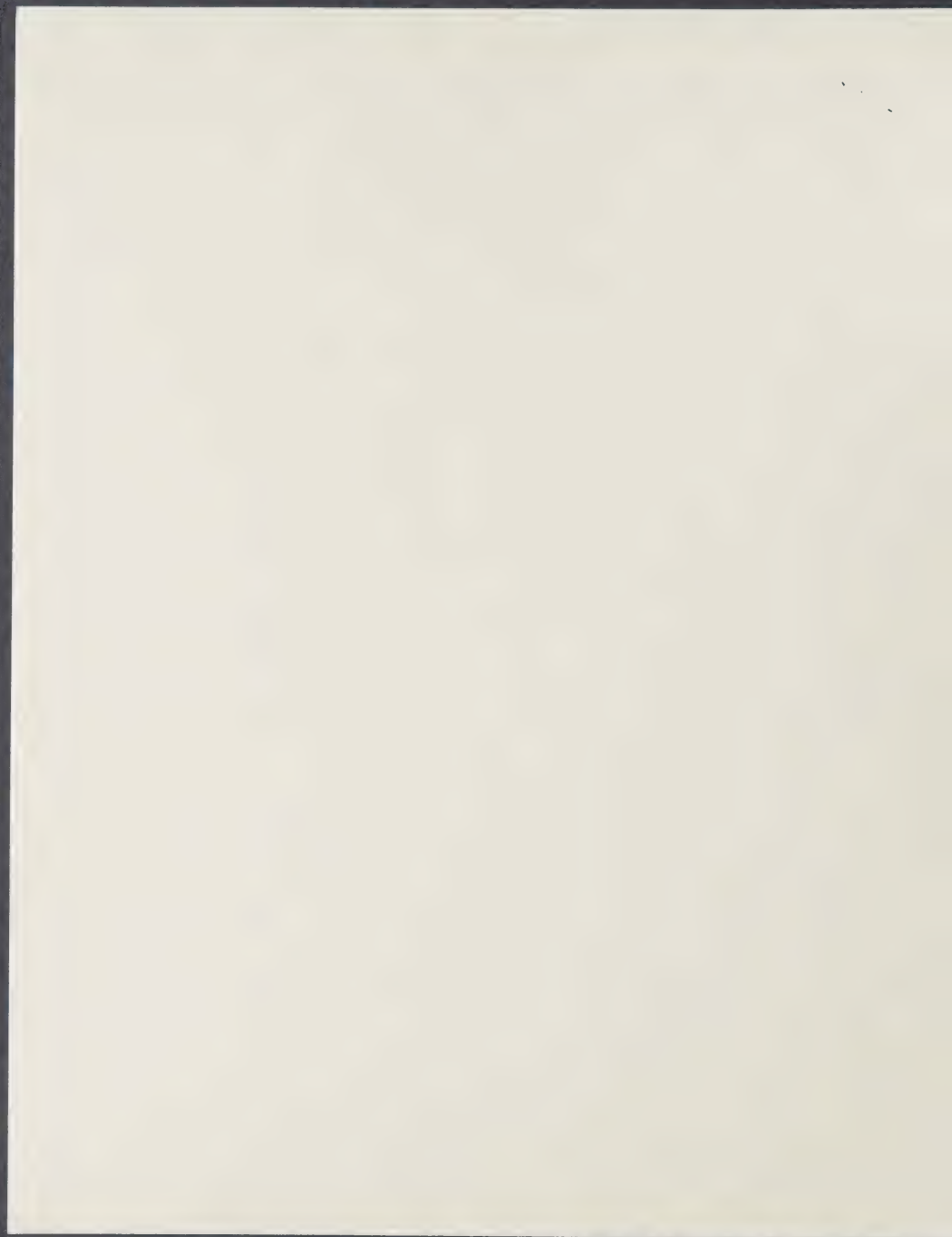
(2) Can you tell me why?

What was hammer price on lot 181 last Thursday?

Thanks  
with regards,

Alfred

5/21/96



10400-10000 P. 200

10000-10000 P. 200

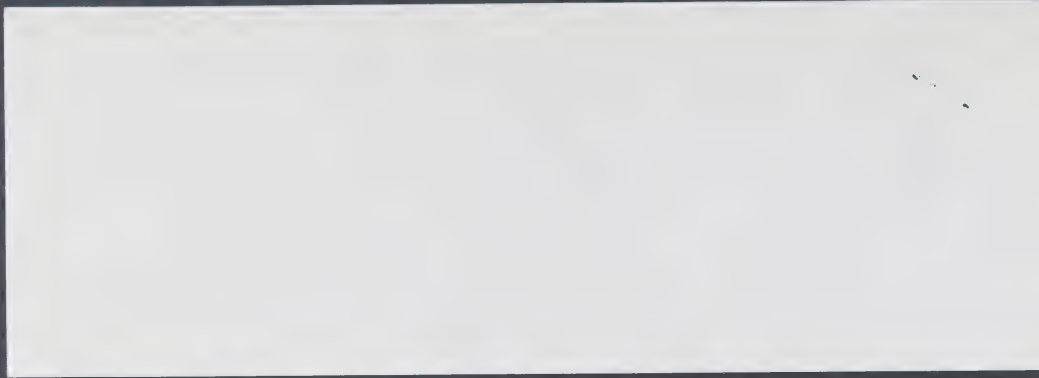
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OTHER'S NO

1





SOTHEBY'S  
Auctioneers

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## Facsimile Cover Sheet

**To:** Alfred Bader  
**Company:** Alfred Bader Fine Arts  
**Phone:** 414-277-0730  
**Fax:** 414-277-0709

**From:** Christopher Apostle  
**Company:** Old Master Paintings, New York  
**Phone:** 212-606-7230  
**Fax:** 212-606-7039

**Date:** May 20, 1995


**Pages including this  
cover page:** 1

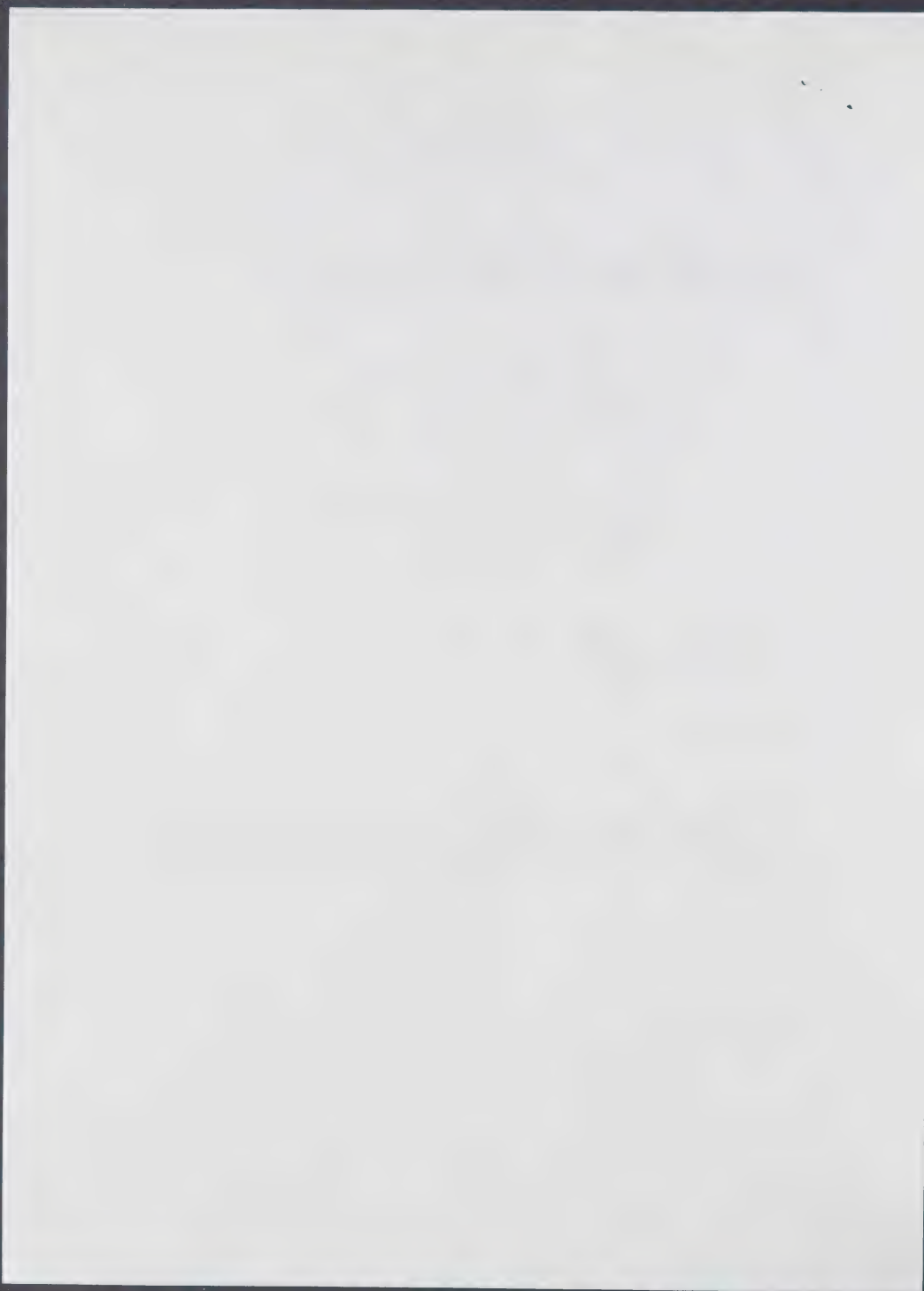
### Comments:

Dear Alfred

I have started trying to trace back the previous ownership on the picture of the reading man that you own and which we sold as by a follower of Karel van der Pluym in the late 1980's. Where did you get the connection to South Africa as I do not find any connection to that country? If you could send me just a quick fact sheet of what you do know about the picture, I may be able to dig up more.

Yours truly,

  
Christopher T. Apostle  
Vice President  
Old Master Paintings Department



FAX FROM



**DR. ALFRED BADER**  
Alfred Bader Fine Arts  
Suite 622  
924 East Juneau Avenue  
Milwaukee, Wisconsin 53202  
Telephone: 414/277-0730  
Fax: 414/277-0709

April 10, 1996

TO: Ms. Jennifer V. Roth  
Vice President, Arcade Auctions  
Sotheby's  
FAX: 212/606-7019

Dear Ms. Roth:

I plan to be in New York City to preview your Old Masters sale on Monday, May 13th.

You will recall that I left a painting which I believed to be by Moritz Oppenheim with you and would like to pick it up that day.

Should you not be in New York that day, could you please leave the painting with Mr. Christopher Apostle of your Old Masters Department?

Thank you for your help.

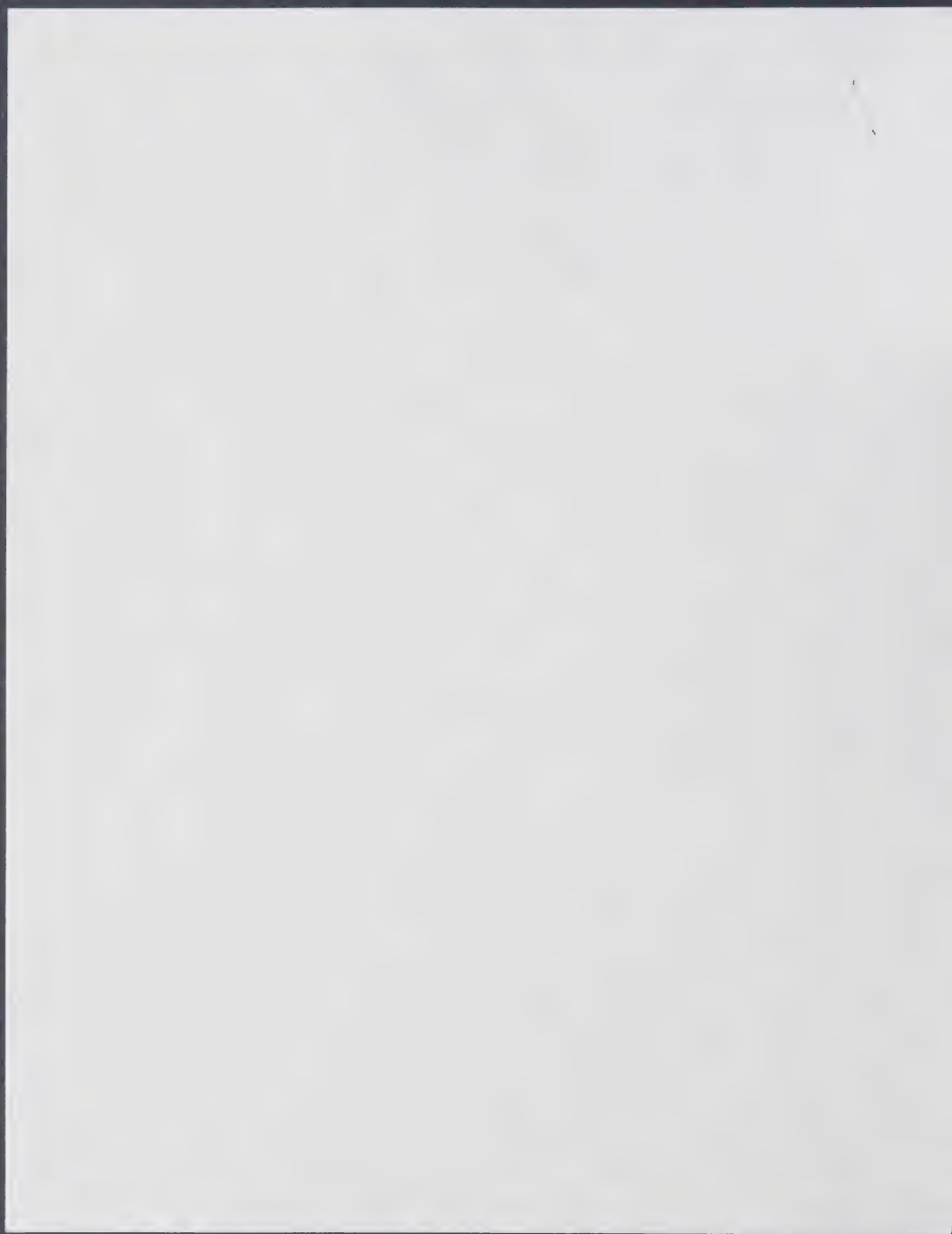
Sincerely yours,

AB/cw

c: Christopher Apostle (via fax)

ABFA #1489-G

Please hand-deliver



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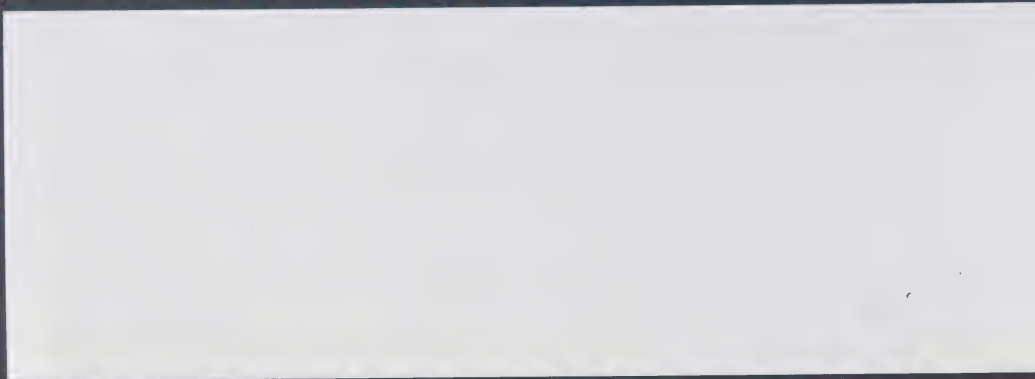
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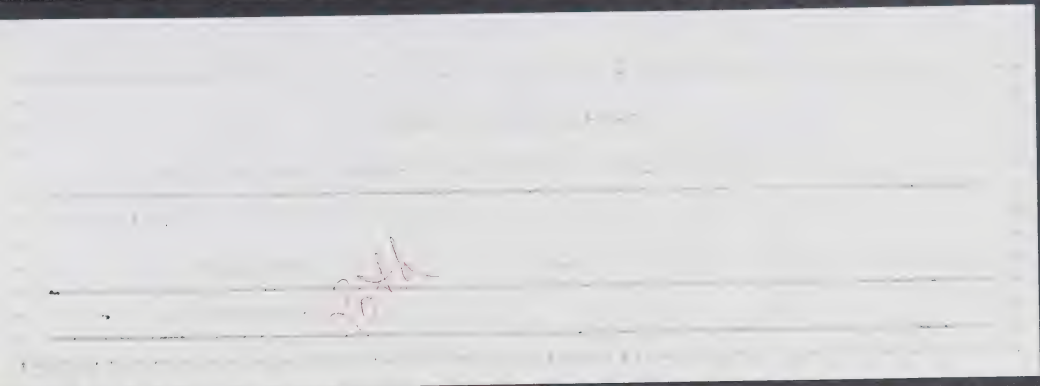
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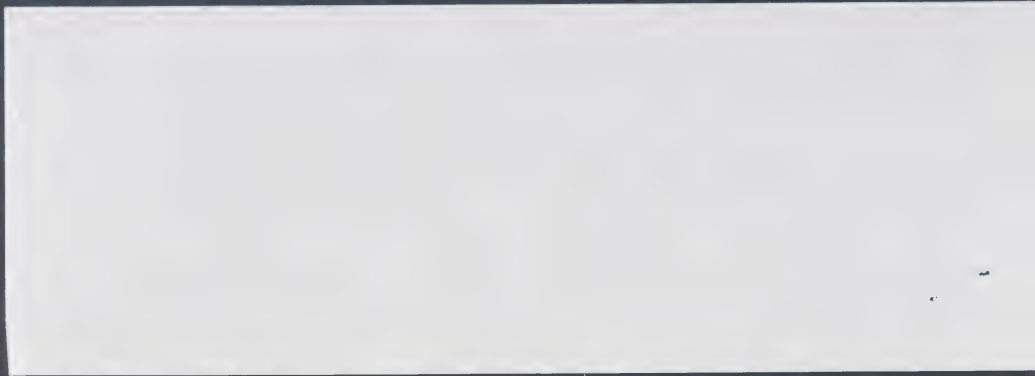
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# SOTHEBY'S

FOUNDED 1744

150 Nassau Street, New York, N.Y. 10038

Wednesday, March 27, 1996

Alfred Hader Fine Arts  
Dr. Alfred Bader  
Suite 627  
924 East JunEAU Avenue  
Milwaukee, Wisconsin 53202

Dear Dr. Bader:

Thank you very much for your good wishes.

Christopher asked me to provide you with some information regarding our upcoming Important Old Master Paintings sale on Thursday, May 16, 1996. We do have one or two "Rembrandtesque" pictures including something we call "Studio of Rembrandt", *Portrait of the Artist*. I will be more than happy to send you the catalogue information and photographs as soon as they are completed.

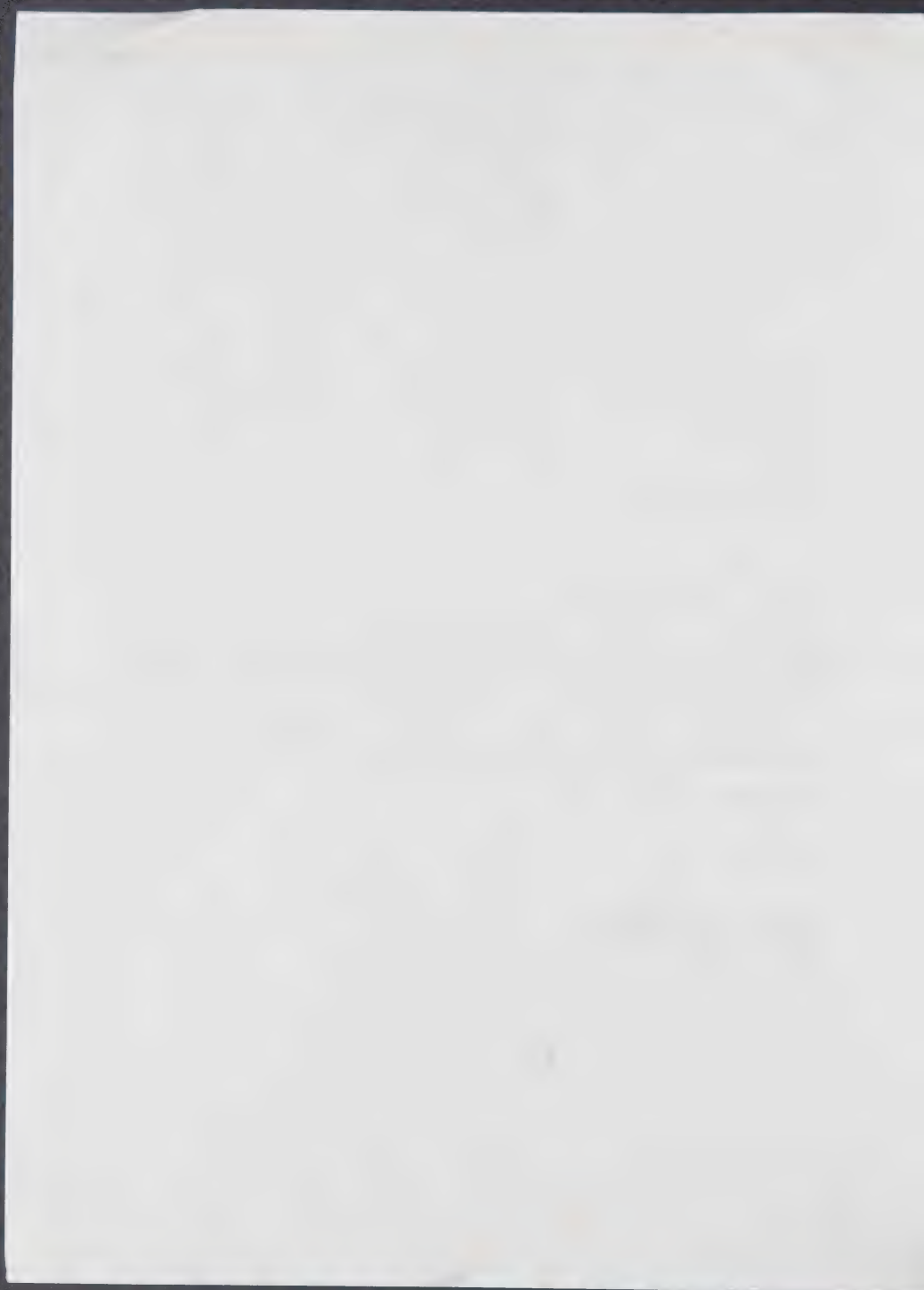
Should you have any further questions concerning this matter, please do not hesitate to contact the Old Master Paintings Department by phone at (212)-606-7230 or by fax at (212)-606-7039.

Hoping that this is of help to you, I remain

Sincerely,



Caroline Krauthamer  
Old Master Paintings Department





FAX FROM

DR. ALFRED BADER  
Suite 622  
924 East Juneau Avenue  
Milwaukee, Wisconsin 53202  
Telephone: 414/277-0730  
Fax: 414/277-0709

January 25, 1996

TO: Ms. Jennifer V. Roth  
Vice President, Arcade Auctions  
Sotheby's

FAX: 212/606-7019

JUDICA

Dear Ms. Roth:

You may have realized that I was really surprised by your phone call yesterday advising me that two New York restorers have looked at my painting *Sabbath Rest*, which is oil on paper, and declared it to be an overpainted print.

My restorers who worked on this are Charles Munch and Jane Furchgott, S10093A Bear Valley Road, Lone Rock, WI 53556; Ph: 608/583-2431. You might like to talk to them.

I talked to Charles yesterday evening, and he would like to speak to the two restorers involved. Could you please fax me their names, addresses and telephone numbers, and I will let Charles know and he will phone them.

Thank you for your help.

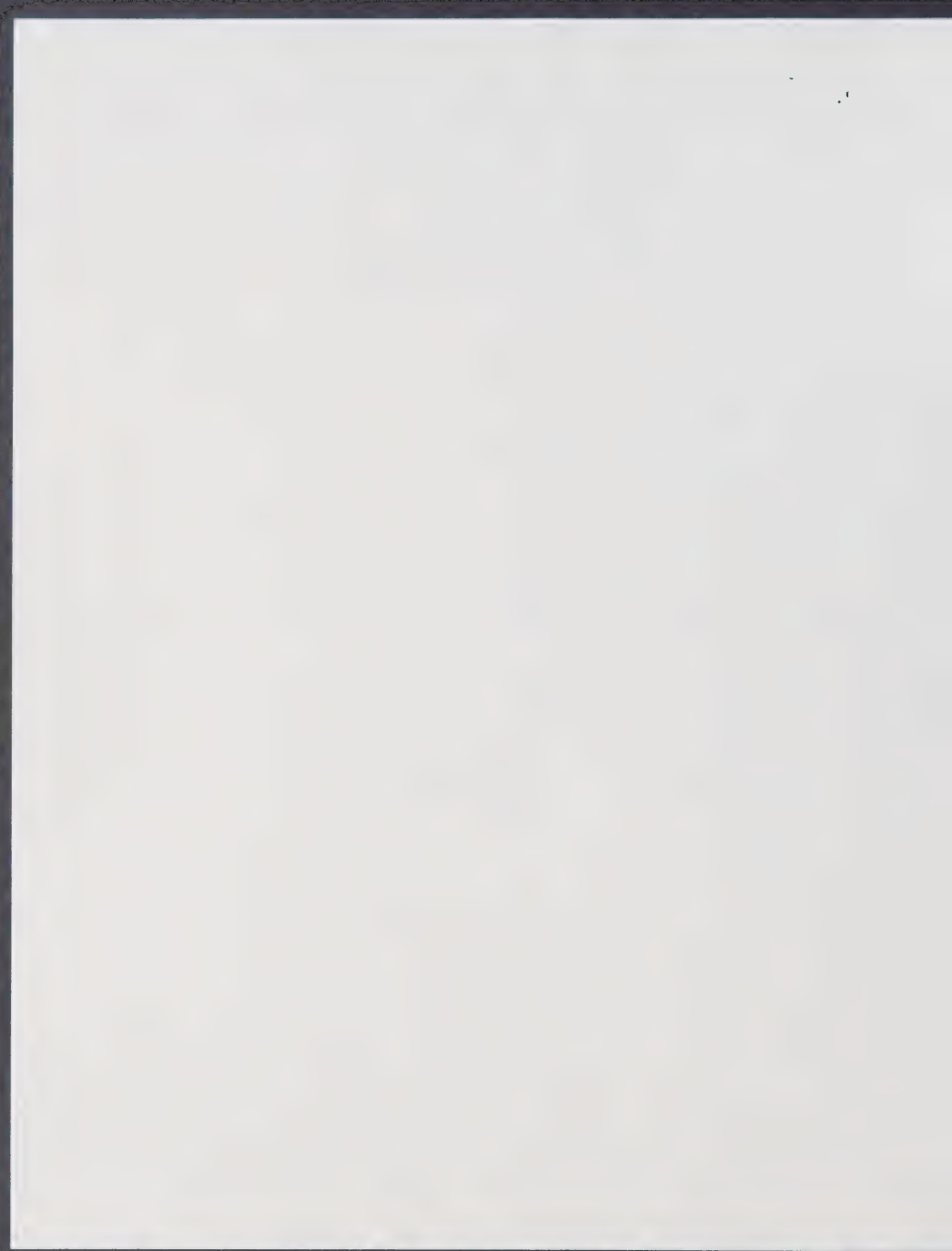
Sincerely yours,

Received request  
Jan. 29 96

AB/cw

cc: Charles Munch and Jane Furchgott

ABFA #1489-G



RECEIVED

125

RECEIVED

DATE

BY

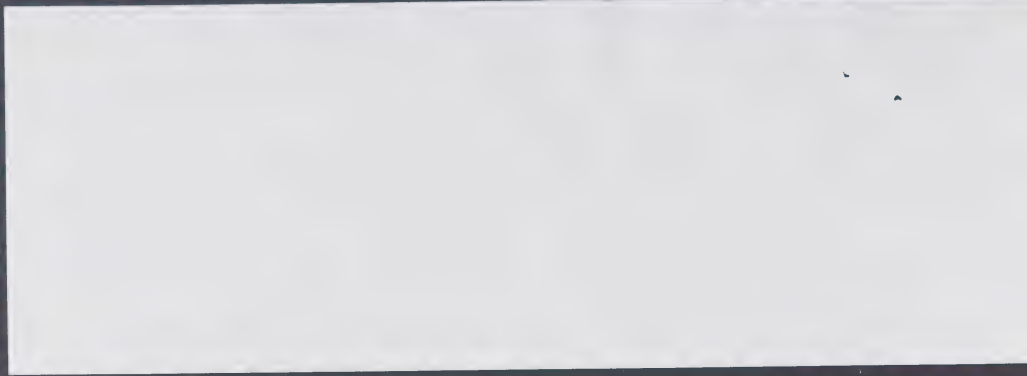
RECEIVED

DATE

BY

1875

1/29 9:30am







ALFRED BADER FINE ARTS

MR ALFRED BADER

ESTABLISHED 1961

January 15, 1996

Ms. Jennifer V. Roth  
Vice President, Arcade Auctions  
Sotheby's  
1334 York Avenue  
New York, NY 10021

Dear Ms. Roth:

It was a pleasure meeting you in New York last week and sharing with you what I know about Moritz Oppenheim's *Sabbath Rest*.

As you will see from the enclosed, I corresponded with the Jewish Museum in Frankfurt, specifically with Dr. Annette Weber, and that correspondence will be self-explanatory.

I do believe that we are dealing here with Moritz Oppenheim's original painting from which the very popular lithographs were made.

I could not find any record of who bought the original work from Moritz Oppenheim, and when I enquired at the Jewish Museum, they didn't know either.

If you agree with my conclusions, I would like to have the painting offered in New York in your next good 19th century European sale with a reasonable reserve to be discussed.

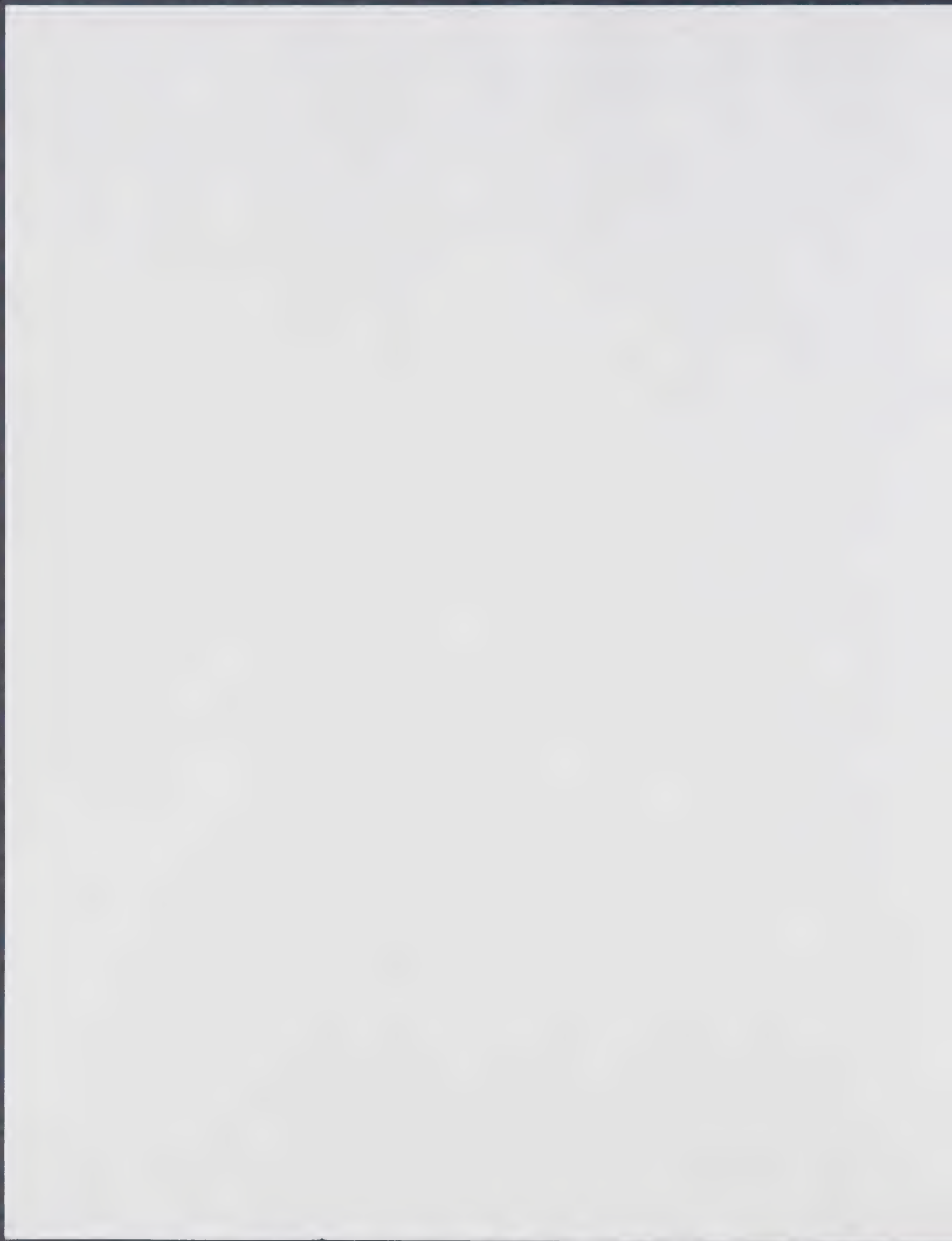
With all good wishes, I remain,

Yours sincerely,

AB/cw

Enclosures

*By Appointment Only*  
ASTOR HOTEL SUITE 622  
924 EAST JUNEAU AVENUE  
MILWAUKEE WISCONSIN USA 53202  
TEL 414 277-0730 FAX 414 277-0734



# SOTHEBY'S

FOUNDED 1744

1334 York Avenue  
New York, New York 10021  
Telephone: (212) 606-7000

November 22, 1995

Dr. Alfred Bader  
Alfred Bader Fine Arts  
Astor Hotel Suite 622  
924 East Juneau Avenue  
Milwaukee, WI 53202

Dear Dr. Bader,

Thank you for your letter of November 9 regarding the Moritz Oppenheim painting. I have shown the photographs to Jennifer Roth in the Arcade Paintings Department and she suggests that we wait until December when the specialist in Judaica will be in New York. At that point she will contact you directly.

Please let me know if you have any further questions.

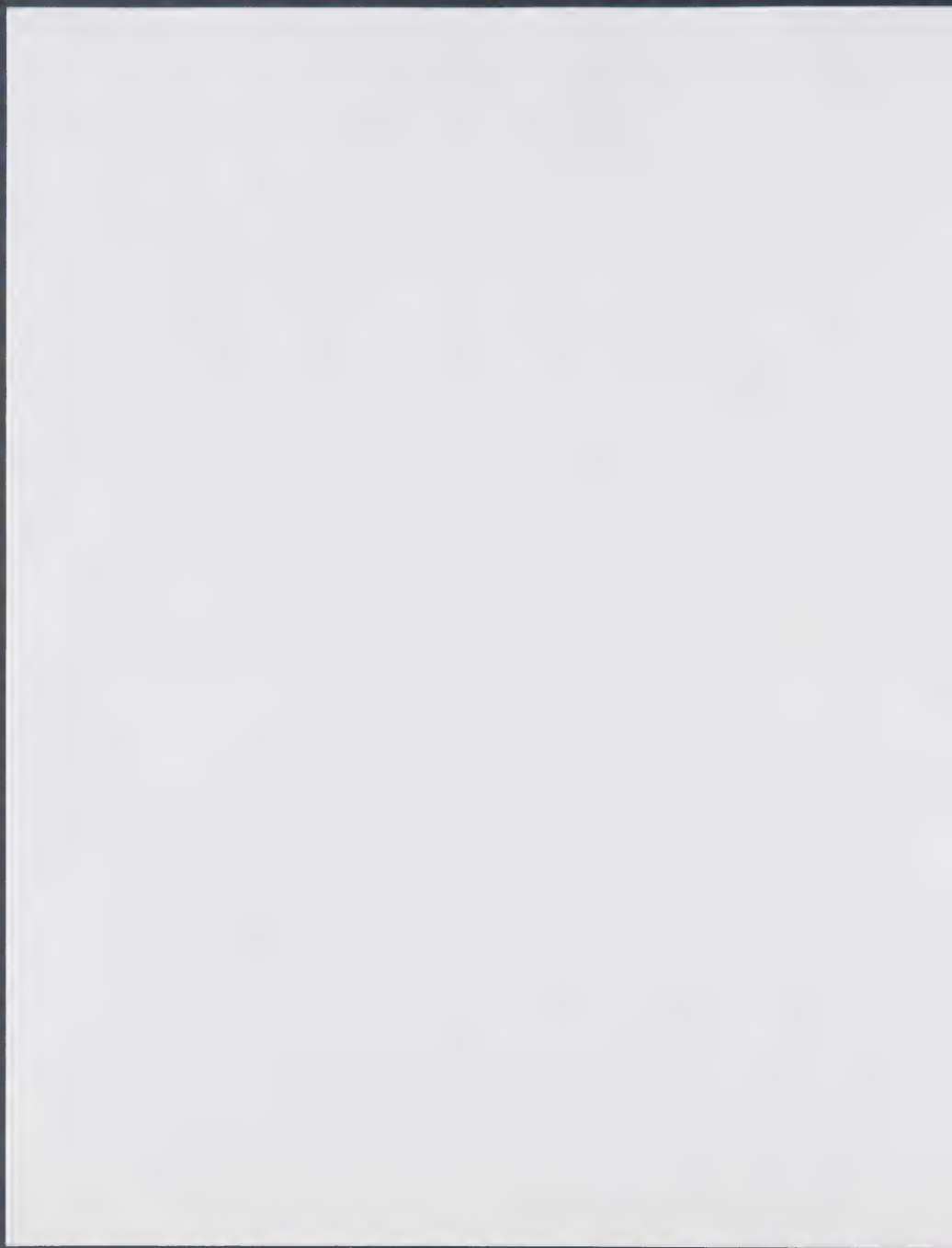
Sincerely,



Christopher T. Apostle  
Vice President  
Old Master Paintings Department

CTA/sh

cc: Jennifer Roth



# SOTHEBY'S

FOUNDED 1744

1334 York Avenue  
New York, New York 10021  
Telephone: (212) 606-7000

November 22, 1995

Dr. Alfred Bader  
Alfred Bader Fine Arts  
Astor Hotel Suite 622  
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Please let me know if you have any further questions.

Sincerely,



Christopher T. Apostle  
Vice President  
Old Master Paintings Department

CTA/sh

cc: Jennifer Roth

To: Dr. A. Bader  
From: Diane Szydel  
Date: Nov 29, 1995

Dear Dr. Bader,

I have great news!!!! At this time we have six individuals who are interested in taking a student next year. Hopefully we will be able to confirm five of them. We also contacted a Seed student from last summer. She would like to return for Seed II but she is really interested in the medical field and at this time we have potential preceptors at Marquette University, MATC, W.H. Brady, S.C. Johnson Wax and Milsolv.

Our next meeting will be January 20, 1996. We will have our preceptors confirmed at that time and will start focusing on other activities. I would like to have a meeting with the preceptors to discuss any concern they may have. Also I would like them to be present when we interview prospective Seed candidates. I think it would be good for them to meet the students we would be considering and for them to offer their suggestions. I would also like to get some publicity from the local newspapers. I think this would be a good way for us to spread the news about Project Seed. Hopefully they will respond to our phone calls soon.

All and all this has been extremely succesfull. I am very pleased with the response we have recieved from the high school's and from the individual preceptors. Thank you for your continued support.

As you know I will be leaving Aldrich Chemical Company as of Nov 30, 1995. If you need to contact me I have accepted a position at:

Coral International  
135 Le Baron Street  
Waukegan, Il 60085  
attn: Diane Szydel  
Phone 708-336-8100

fax 708-336-8518

Have a safe and enjoyable holiday season  
Best Regards  
Diane Szydel



ALFRED BADER FINE ARTS

DR. ALFRED BADER

ESTABLISHED 1961

February 20, 1996

Mr. Christopher Apostle  
Old Master Paintings  
Sotheby's  
1334 York Avenue  
New York, NY 10021

Dear Chris:

Thank you for your help with my acquiring Lot 94 in your last Old Master sale, the late portrait by Maes. This just arrived carefully packed.

However, in your catalog, you referred to a letter of April 20, 1976 by a Dr. Walther Bernt, but that was not enclosed. Could you please send that to me, as well as whatever photographs and transparencies you have?

With many thanks for your help and best regards, I remain,

Yours sincerely,

AB/cw

*By Appointment Only*  
ASTOR HOTEL SUITE 622  
924 EAST JUNEAU AVENUE  
MILWAUKEE WISCONSIN USA 53202  
TEL 414 277-0730 FAX 414 277-0709







FAX FROM

*ALFRED BADER FINE ARTS*

Suite 622  
924 East Juneau Avenue  
Milwaukee, Wisconsin 53202  
Telephone: 414/277-0730  
Fax: 414/277-0709

January 15, 1996

To: Mr. Christopher Apostle  
Vice President, Old Master Paintings Dept.  
Sotheby's  
Fax: 212/606-7039

Dear Christopher:

Thank you for allowing me last Thursday to bid for Queen's University. My paddle number was 865, and I acquired Lot 228, the DeGrebber, at a hammer price of \$21,000.00.

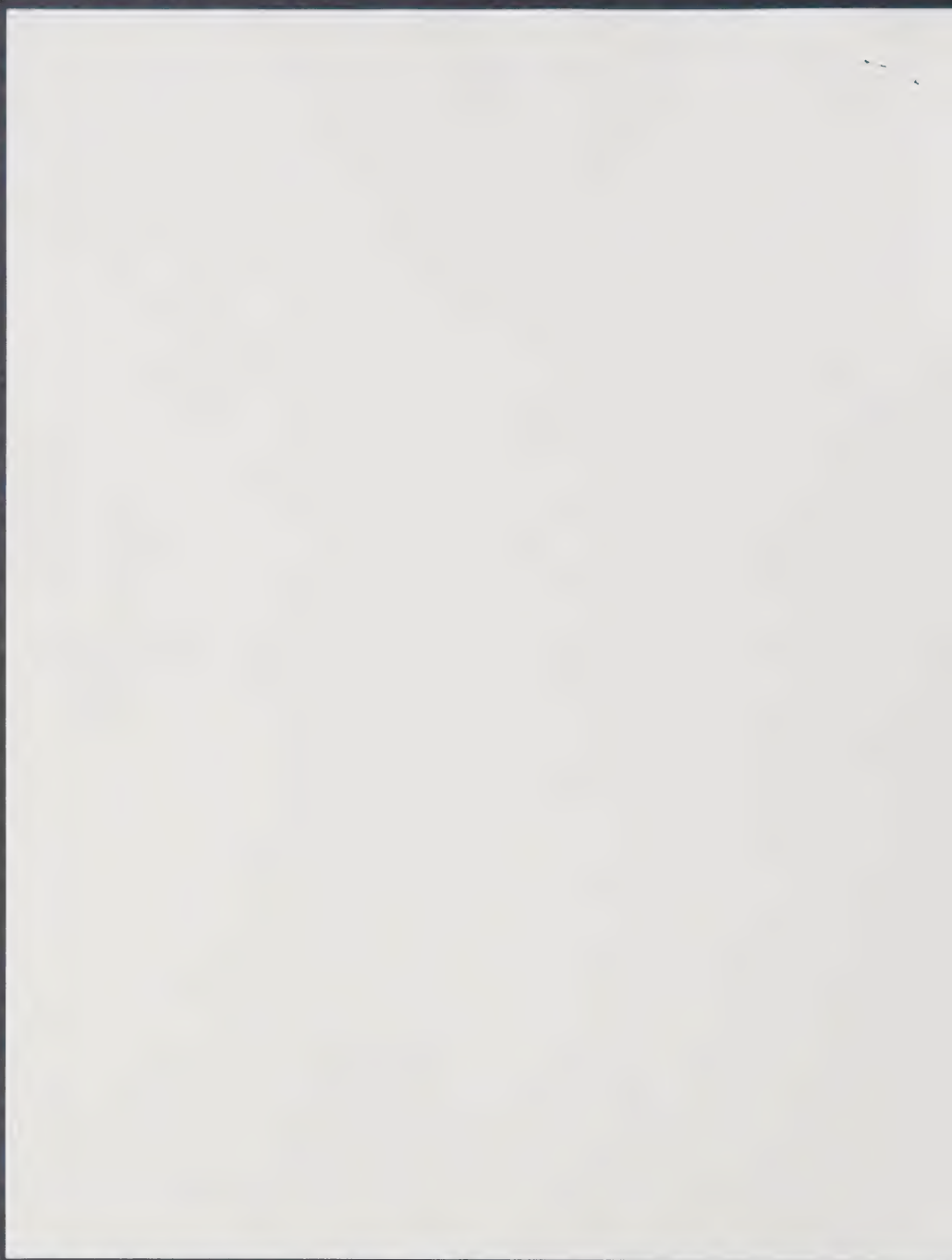
While Queen's does have a Christie's number, it does not have a Sotheby's number and perhaps it should get one. The invoice and the shipment should be sent to the Agnes Etherington Art Centre, Queen's University, University Avenue at Queen's Crescent, Kingston, Ontario K7L 3N6, Canada, to the attention of Professor David McTavish.

Again, many thanks for all your help.

Sincerely yours,

AB/cw

cc: Professor David McTavish, Queen's (by mail)



[Faint header text]

FOR ALFRED BAKER BINS WIT 4142

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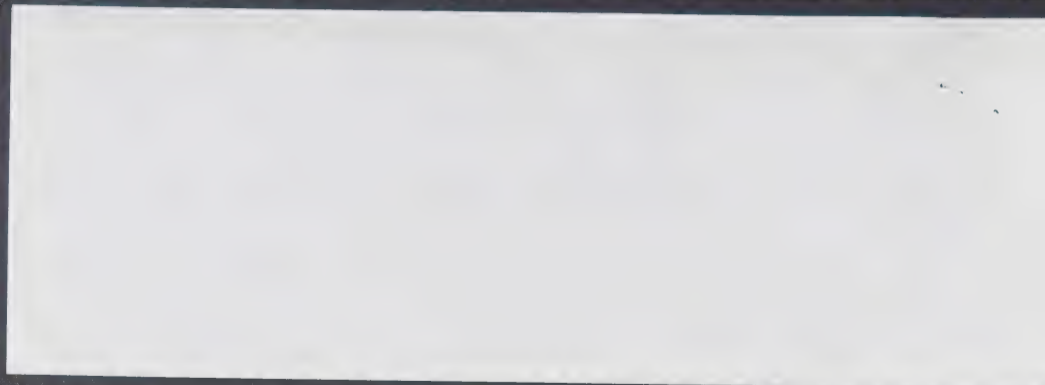
1938

NO. 1

10 THE BINS WIT

1

11





FAX FROM

*ALFRED BADER FINE ARTS*

Suite 622  
924 East Juneau Avenue  
Milwaukee, Wisconsin 53202  
Telephone: 414/277-0730  
Fax: 414/277-0709

January 4, 1996

To: Mr. Christopher Apostle  
Vice President, Old Master Paintings Dept.  
Sotheby's  
Fax: 212/606-7039

Dear Christopher:

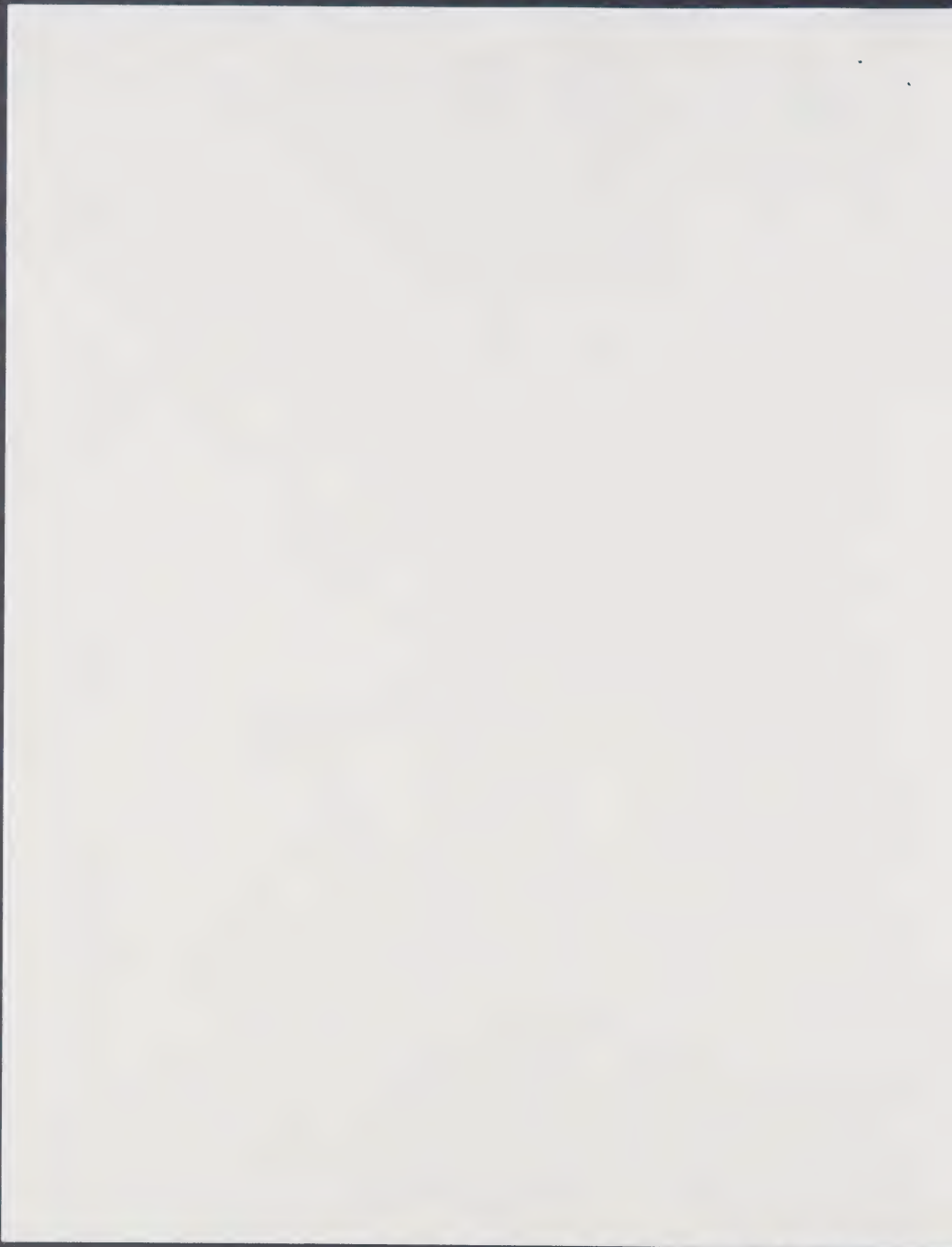
Further to my fax of yesterday, I have now found a copy of my restorer's report on the painting by Moritz Oppenheim, and I enclose that.

As I am leaving for the East tomorrow, I would appreciate your response whether I should take this painting with me.

Thanks for your help.

Yours sincerely,

AB/cw!





ALFRED BADER FINE ARTS

DR. ALFRED BADER

ESTABLISHED 1961

November 9, 1995

Mr. Christopher Apostle  
Old Master Paintings  
Sotheby's  
1334 York Avenue  
New York, NY 10021

Dear Christopher:

Could you please forward the enclosed information to your specialist in Judaica?

I own an oil painting on paper put down on panel, 9.25 X 11 inches, and I enclose a black-and-white photograph and a snapshot. I also enclose Xerox copies of the original lithograph.

It is called *Sabbath Rest* and was one of five such scenes painted by the well-known German Jewish genre painter in Frankfurt, Moritz Oppenheim. It is signed *M. Oppenheim* in the lower right.

Of course, Christopher, whenever I see an oil painting on paper, I worry that it might just be an over-painted lithograph. However, my painting was restored by the ablest restorer I know, Charles Munch, who assures me that it is not an over-painted print. Furthermore, the painting itself is somewhat larger than the lithograph.

I plan to come to New York for your January Old Master sale, and if of interest to you, could bring this painting under my arm.

At that time, I would also like to pick up the small mannerist which was unsold in your July sale.

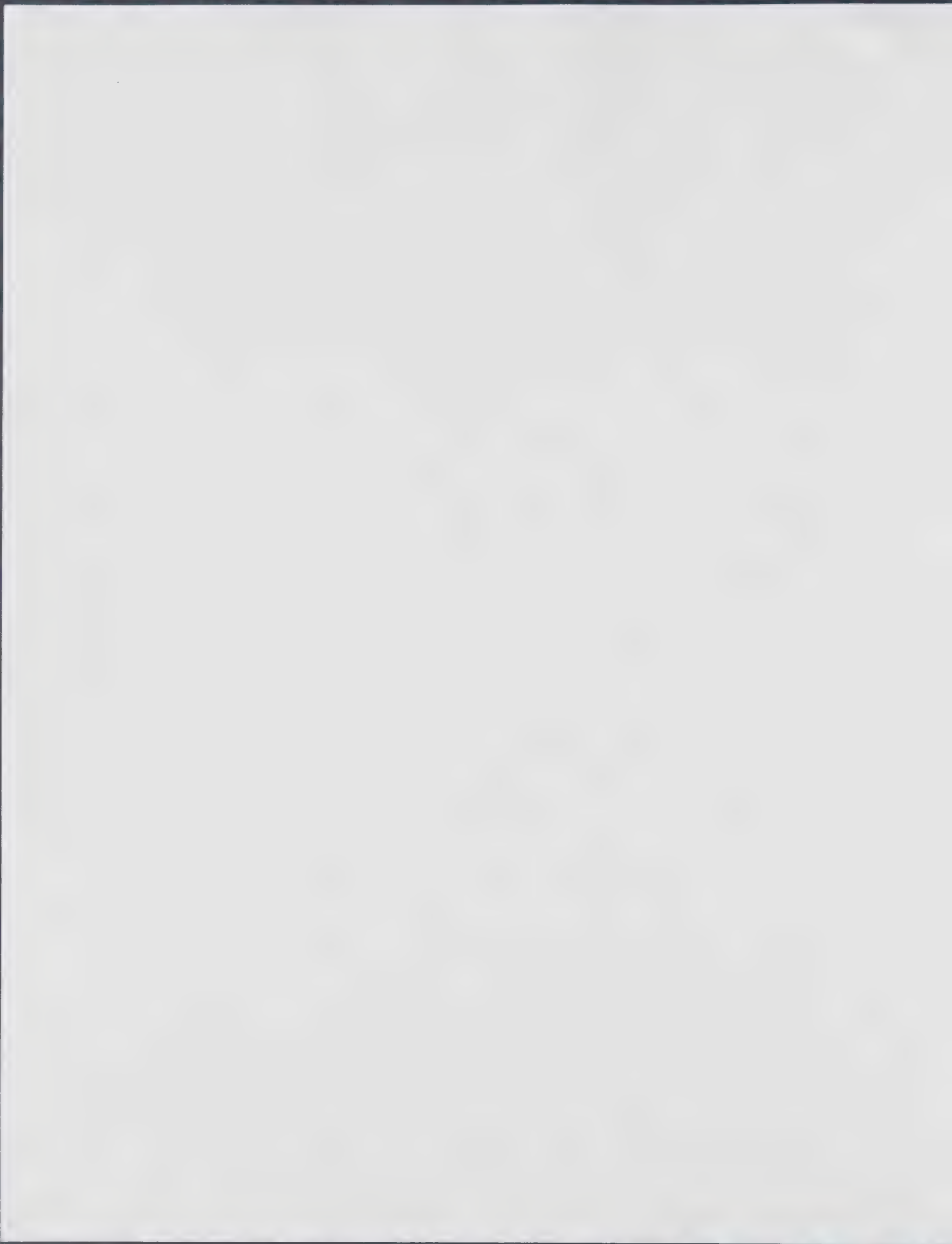
Wish me luck in your great December sale in London.

Best wishes, as always,

AB/cw

Enclosures

*By Appointment Only*  
ASTOR HOTEL SUITE 622  
924 EAST JUNEAU AVENUE  
MILWAUKEE WISCONSIN USA 53202  
TEL 414 277-0730 FAX 414 277-0709







FAX FROM

*ALFRED BADER FINE ARTS*

Suite 622  
924 East Juneau Avenue  
Milwaukee, Wisconsin 53202  
Telephone: 414/277-0730  
Fax: 414/277-0709

October 6, 1995

To: Ms. Roberta Cavallero  
Account Manager  
Sotheby's  
Fax: 212/606-7043

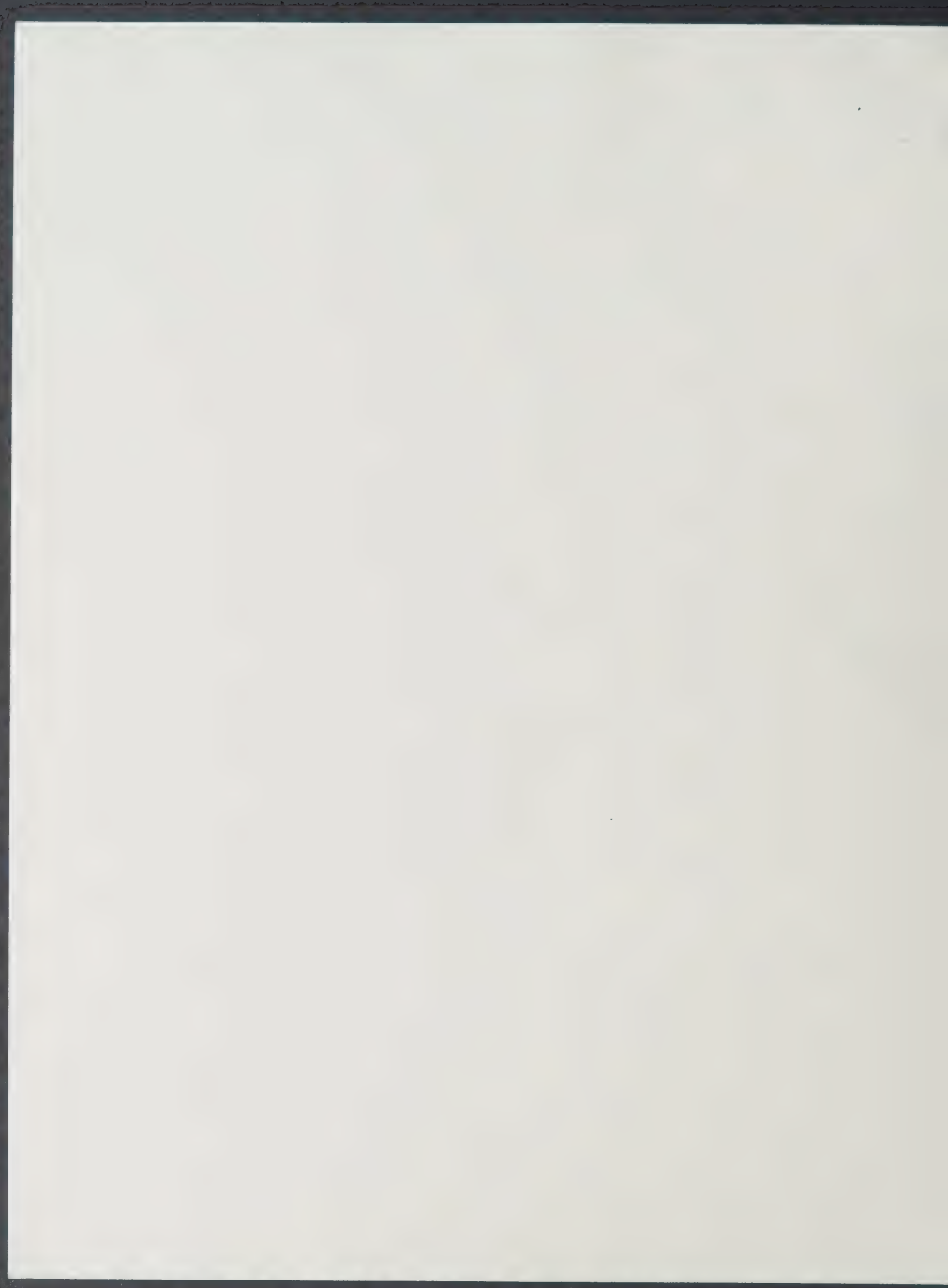
Dear Ms. Cavallero:

Please allow Ms. Rachel Kaminsky to bid for me today in your Old Master sale. Thank you.

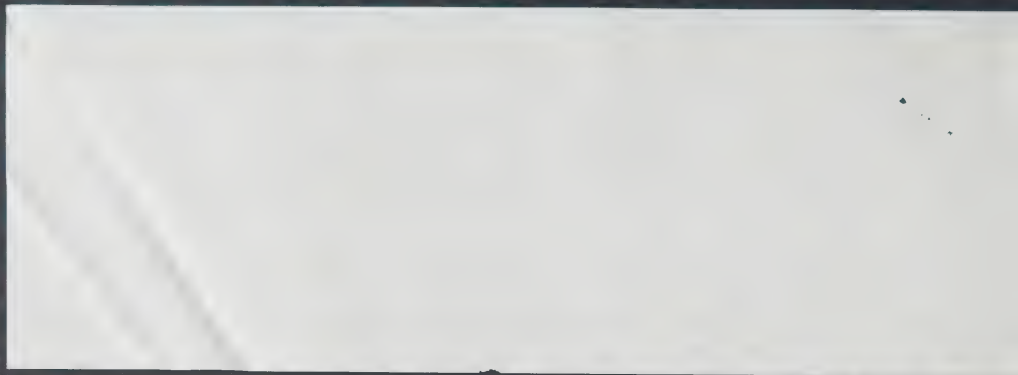
With best wishes, I remain,

Sincerely yours,

AB/cw









ALFRED BADER FINE ARTS

DR. ALFRED BADER

ESTABLISHED 1961

October 10, 1995

Sotheby's  
1334 York Avenue  
New York, NY 10021

RE: Account #06116035 and #14201955

Dear Sir or Madam:

Enclosed please find payment for Invoice #6748071R, which corrected the 'ship-to' address on Dr. Bader's recent purchase. Also enclosed is the Shipping Instructions form for that purchase. Thank you for correcting the original invoice so promptly.

Would you also update the English address on Account #14201955? Dr. and Mrs. Bader's new address is:

White Gables  
2A Holmesdale Road  
Bexhill-on-Sea, East Sussex  
TN39 3QE  
England

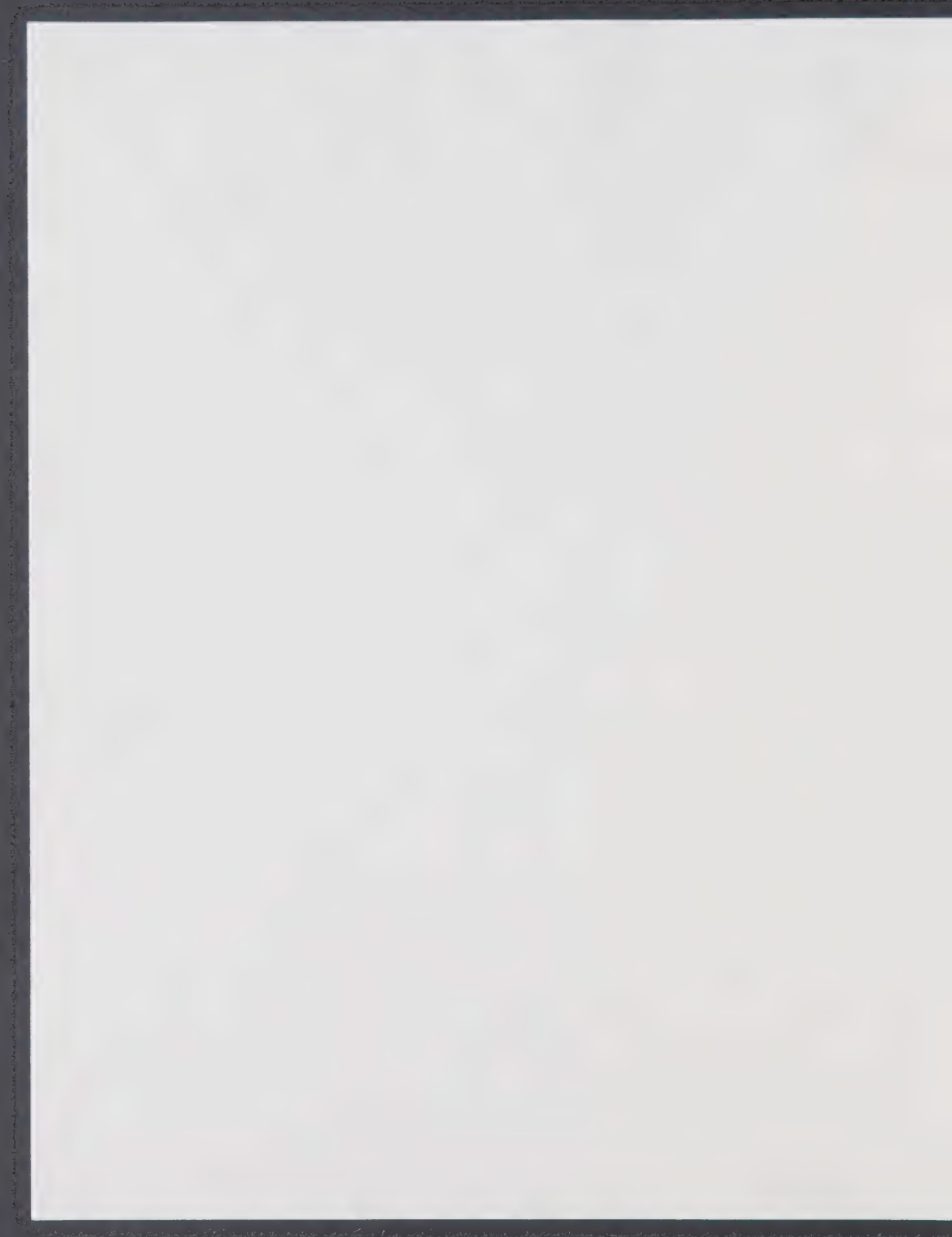
The telephone number will remain 011-44-1424-222-223, which also doubles as the fax line.

Best wishes,

Cheryl Weiss  
Office Manager

Enclosures

*By Appointment Only*  
ASTOR HOTEL SUITE 622  
924 EAST JUNEAU AVENUE  
MILWAUKEE WISCONSIN USA 53202  
TEL 414.277.0730 FAX 414.277.0707



UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
WASHINGTON, D. C. 20535

REPORT OF INVESTIGATION  
DATE OF REPORT  
TITLE OF REPORT

TO : SAC, [illegible]  
FROM : [illegible]  
SUBJECT: [illegible]

CLASSIFICATION: [illegible]  
AUTHORITY: [illegible]

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

DATE	DESCRIPTION	INITIALS	REMARKS
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1. [illegible]  
2. [illegible]  
3. [illegible]

4. [illegible]  
5. [illegible]  
6. [illegible]

*See page 10  
for [illegible]*

*Person  
glenn  
POST #15*

7. [illegible]  
8. [illegible]  
9. [illegible]

*[illegible signature]*

*[illegible signature]*





# SOTHEBY'S

FOUNDED 1744

1334 York Avenue  
New York, New York 10021  
Telephone: (212) 606-7000

Dear Consignor,

Thank you for sending the property on the enclosed receipt. We are planning to include it in an upcoming Arcade sale as noted on the receipt. You will be receiving a copy of the catalogue approximately three weeks before the sale.

Please note the preliminary estimates as well as the reserve or minimum selling price indicated on the receipt. All estimates and attributions are subject to revision after further research. Should we need to discuss any changes in the auction value or attribution, we will contact you before the catalogue goes to press. Individual lots are illustrated in black and white in the sale catalogue at a cost of \$100, which will be deducted from the proceeds of the sale. Please be so kind as to sign and return one copy of the receipt in the enclosed envelope.

Should you have any questions regarding your settlement check after the sale, please call Pearl Blyden in Consignor Accounts at (212) 606-3315. In the event that your property does not sell, please contact Vivian Greenburg as (212) 606-3316 to settle your account; to discuss pick-up of unsold property, please call Melissa Adams at (212) 606-7955.

We look forward to a successful sale on your behalf and thank you for your continued interest in our sales. Please do not hesitate to contact the Arcade Painting Department with any questions you may have at (212) 606-7516.

Sincerely,



Heather Galler-Brandes  
Arcade Paintings  
Tel: (212) 606-7516  
Fax: (212) 606-7019





414 277 0730

11 WEST  
18 EAST  
MILWAUKEE

UNIVERSITY OF WISCONSIN  
MILWAUKEE

UNIT: PAINT CRACKING  
COMM: RESERVE IS WITH DISCREP  
CLIENT REF: JULY ARCADE UMPZYD

CIRCLE OF RUC H. DAPINE HMD H1011 2001  
074 X 40"

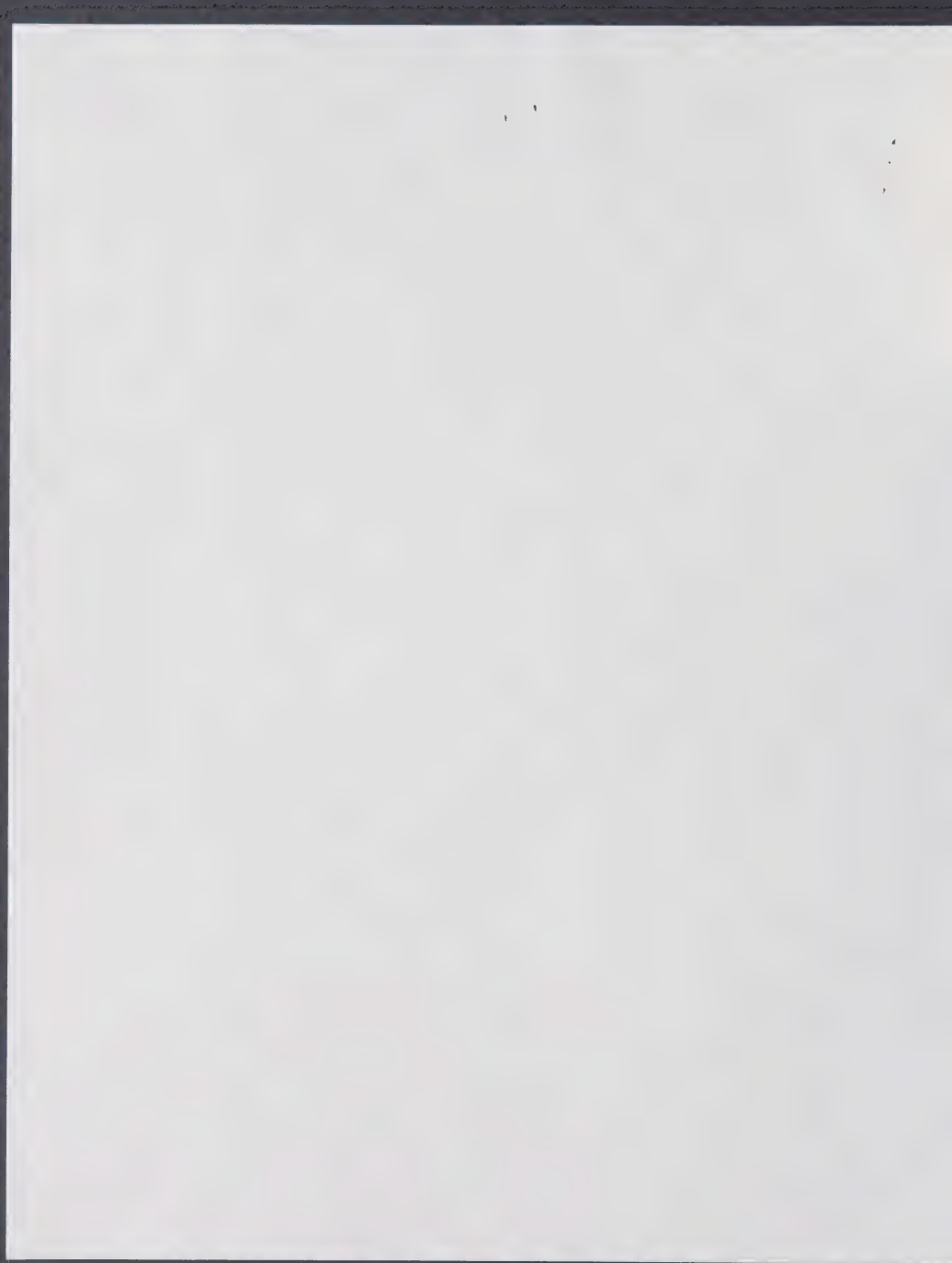
COMM: FT. LASS, ABRASION, CANVAS TIE & LASS  
COMM RESERVE IS WITH DISCREP

CLIENT REF: JULY ARCADE UMPZYD  
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*See enclosed letter  
to Mr. C. Apostle.*

*Anna Bay  
June 2 95*

*W. D. ...*



Shipping on  
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5/9



FAX FROM

DR. ALFRED R. BADER  
Suite 622  
924 East Juneau Avenue  
Milwaukee, Wisconsin 53202  
Telephone 414-277-0730  
Fax No. 414-277-0709

May 3, 1995

Page 1 of 3

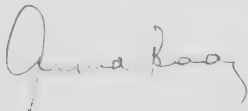
To: Sotheby's - Shipping Dept.  
Fax: 212/606-7013

Dear Sir or Madam:

Attached is a copy of the shipping instructions for my recent purchase, which I have not yet received. Would you please research this transaction and advise me (by either fax or telephone) when I may expect to receive my painting?

With many thanks for your help and best regards, I remain,

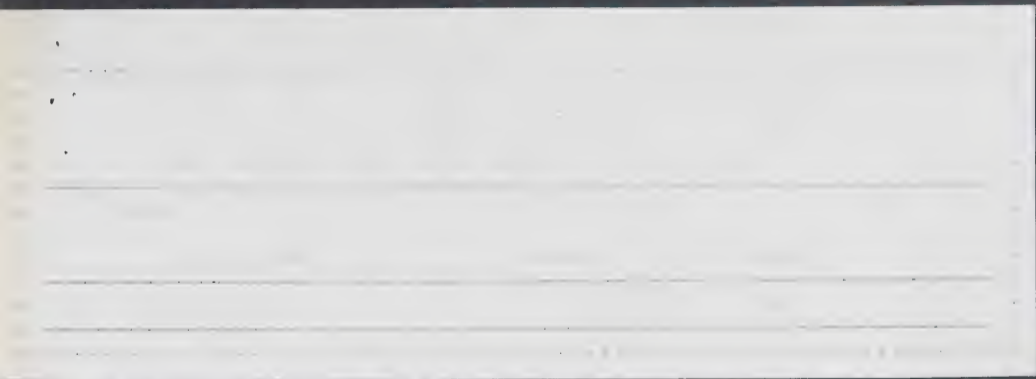
Yours sincerely,

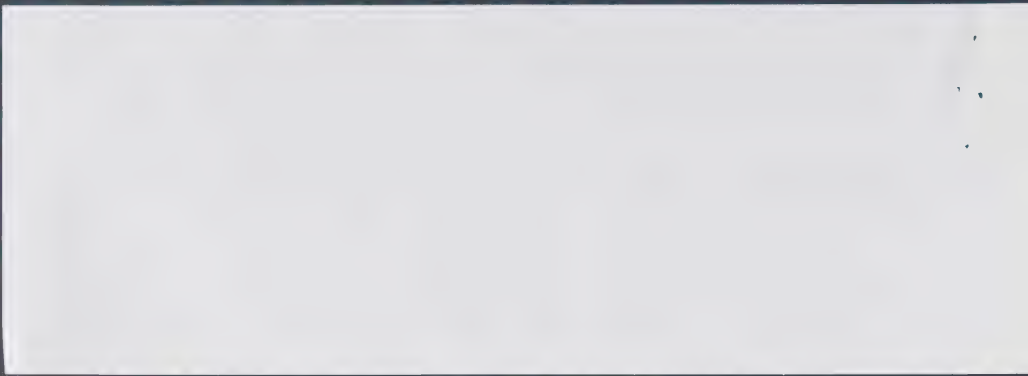
A handwritten signature in cursive script, appearing to read "Alfred R. Bader".

AB/cw









# Shipping/Forwarding Instructions

PLEASE TYPE OR PRINT YOUR INSTRUCTIONS AND SIGN BELOW. PLEASE COMPLETE ALL PARTS OF THIS FORM.  
WE REGRET WE CANNOT ACCEPT INSTRUCTIONS BY TELEPHONE.

ACCOUNT NAME AND NUMBER Alfred Bader Fine Arts / 06116035	
SALE NO. (S) 1499	LOT NO. (S) 0160
COMPANY	DATE

I will arrange shipping for the above lots by

Please arrange packing and shipping on my behalf: I understand that I will be responsible for all fees incurred.

For information and estimates on shipping costs, please contact the Art Transport Department, (212) 606-7511

SHIP TO / NAME AND ADDRESS

Alfred Bader Fine Arts  
924 East Juneau Avenue, Suite 622  
Milwaukee, WI 53202

HOME PHONE NO. N/A	BUSINESS PHONE NO. (414) 277-0730	FAX NO. (414) 277-0709
-----------------------	--------------------------------------	---------------------------

**IN TRANSIT INSURANCE. IF WE DO NOT RECEIVE INSTRUCTIONS IN THIS SECTION, WE WILL AUTOMATICALLY INSURE SHIPMENTS AT PURCHASER'S EXPENSE.**

- Please arrange in transit insurance coverage in the amount of the total purchase price for each lot. \*Insurance is a fine art "all risk" policy arranged through our shippers.
- Do not arrange in transit insurance. I acknowledge full risk and responsibility for any risk of loss or damage to purchased lots, from and after the fall of the auctioneer's hammer, as provided in the Conditions of Sale.

**CHECK DESIRED CARRIER.** Sotheby's reserves the right to amend shipping instructions in order to comply with carrier or insurance requirements. If instructions are amended, we will notify you.

- |   |  |   |   |
|---|--|---|---|
| <input type="checkbox"/> REGISTERED MAIL (DOMESTIC)     | <input type="checkbox"/> AIR FREIGHT * | <input type="checkbox"/> FEDERAL EXPRESS*             | <input type="checkbox"/> UPS * (DOMESTIC) |
| <input type="checkbox"/> AIR MAIL (INTERNATIONAL)       |  | <input type="checkbox"/> PRIORITY                     | <input type="checkbox"/> OVERNIGHT OR     |
| <input type="checkbox"/> TRUCK *                        |  | <input type="checkbox"/> OVERNIGHT                    | <input type="checkbox"/> 2 - DAY OR       |
| <input type="checkbox"/> BRINKS (BUSINESS ADDRESS ONLY) |  | <input checked="" type="checkbox"/> ECONOMY (2 - DAY) | <input type="checkbox"/> GROUND (5 DAY)   |
| <b>PLEASE ALLOW 4-6 WEEKS FOR DELIVERY.</b>             |  | <input type="checkbox"/> INTERNATIONAL                | <input type="checkbox"/> INTERNATIONAL    |

\*Air Freight, UPS (domestic), Federal Express (domestic) and trucking are sent collect unless arrangements are made to prepay shipment. An invoice will follow for all other methods of shipping. Jewelry, coins and watches will be shipped prepaid. The purchaser is responsible for all importation charges to the country of destination.

Fragiles must be crated to meet our shipper's insurance requirements:

- CRATE       SOFTPACK
- Do not remove prints from frames. Glass will be taped.       Please remove prints from frames. (Note: Frames will be discarded.)

Sotheby's subcontracts all packing and shipping. Sotheby's will instruct packers and carriers on your behalf upon receipt of payment and instructions. Your attention is drawn to the Conditions of Sale which require payment and clearance promptly after the sale. In default of these conditions, lots may be transferred to a public warehouse at the risk and expense of the purchaser. As stated in the Conditions of Sale, we are not responsible for the acts or omissions of carriers or packers, whether or not recommended by us. Packing and handling of purchased lots by us is at the entire risk of the purchaser. To avoid storage charges, please arrange removal of purchases as soon as possible.

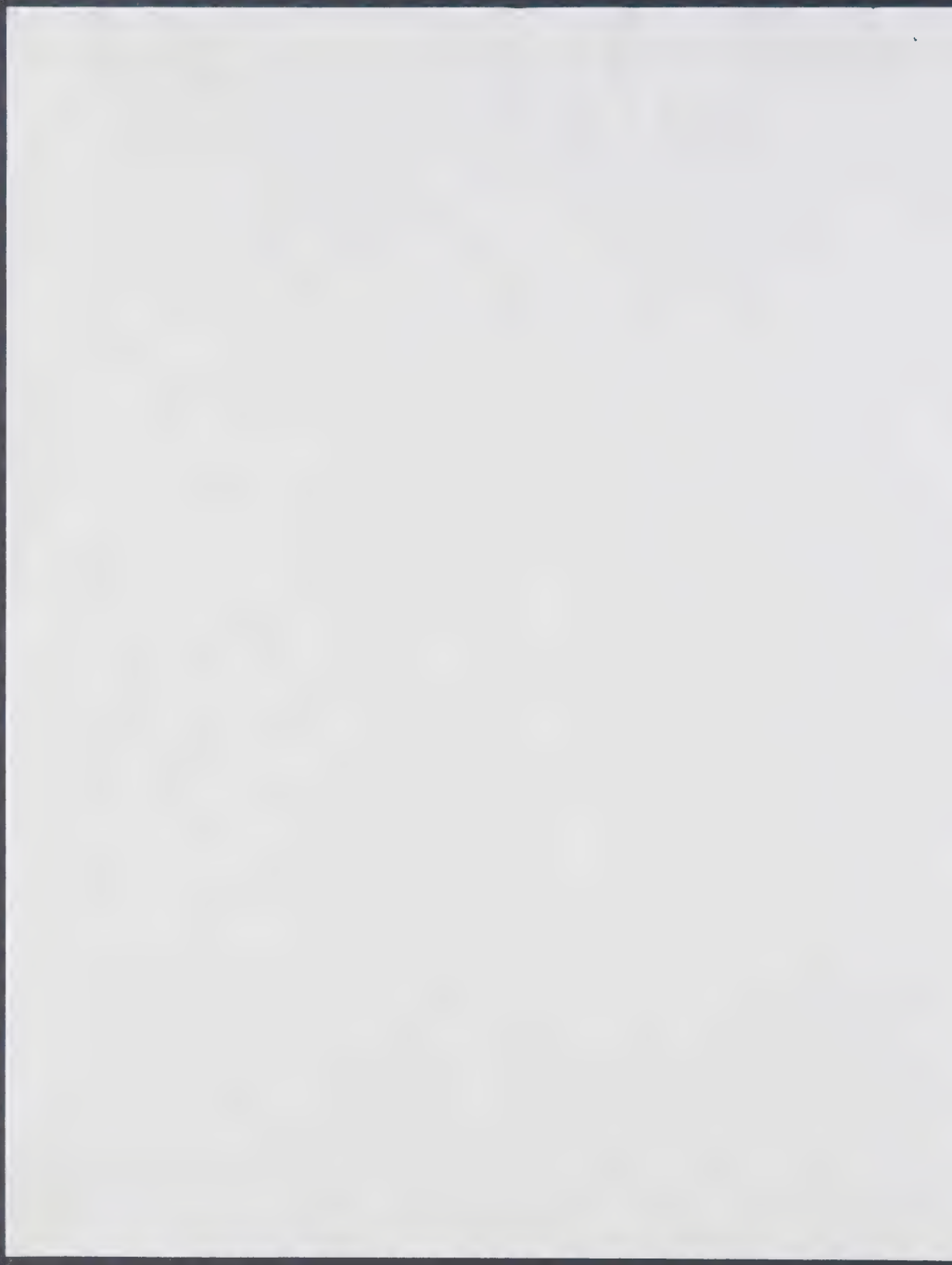
SIGNATURE	DATE
-----------	------

**I would like to prepay shipping cost. Please bill my Visa or Mastercard below:**

CARD NAME MC	ACCT # 5442753251252275	EXPIRATION DATE 01/96	SIGNATURE <i>Alfred Bader</i>
-----------------	----------------------------	--------------------------	----------------------------------

**PLEASE RETURN BY MAIL TO SOTHEBY'S OR FAX TO (212) 606-7013**

1334 York Avenue, New York, N.Y. 10021



# SOTHEBY'S

1334 YORK AVENUE  
NEW YORK, NY 10021  
(212) 606-7000

Page No. 1

Invoice No. 1499 066

Customer No. 06116035

Bill to Account: 06116035  
ALFRED BADER FINE ARTS  
ASTOR HOTEL  
SUITE 622  
924 EAST JENEAU AVENUE  
MILWAUKEE, WI 53202

414-962-5169

Sale Name: ARCADE: AMERICAN PAINTINGS  
Sale No: 1499  
Sale Date: 05 APR 95

ALFRED BADER FINE ARTS

ASTOR HOTEL, SUITE 622  
924 E. JENEAU AVE  
MILWAUKEE, WI 53202

PAY TO THE ORDER OF

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\$ 1380.00  
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DOLLARS

*Three thousand and eighty and*

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1605

FOR *107A 1565* Lot 160 base 1499  
M&I Marshall & Ilsley Bank  
Milwaukee, Wisconsin 53202  
⑈001605⑈⑈07500005⑈⑈000⑈36 8298⑈

Lot Number	Description	Amount
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0160	GEORGE AMES ALDRICH (1872-1941) CARTING THE DAY'S CATCH	1,380.00
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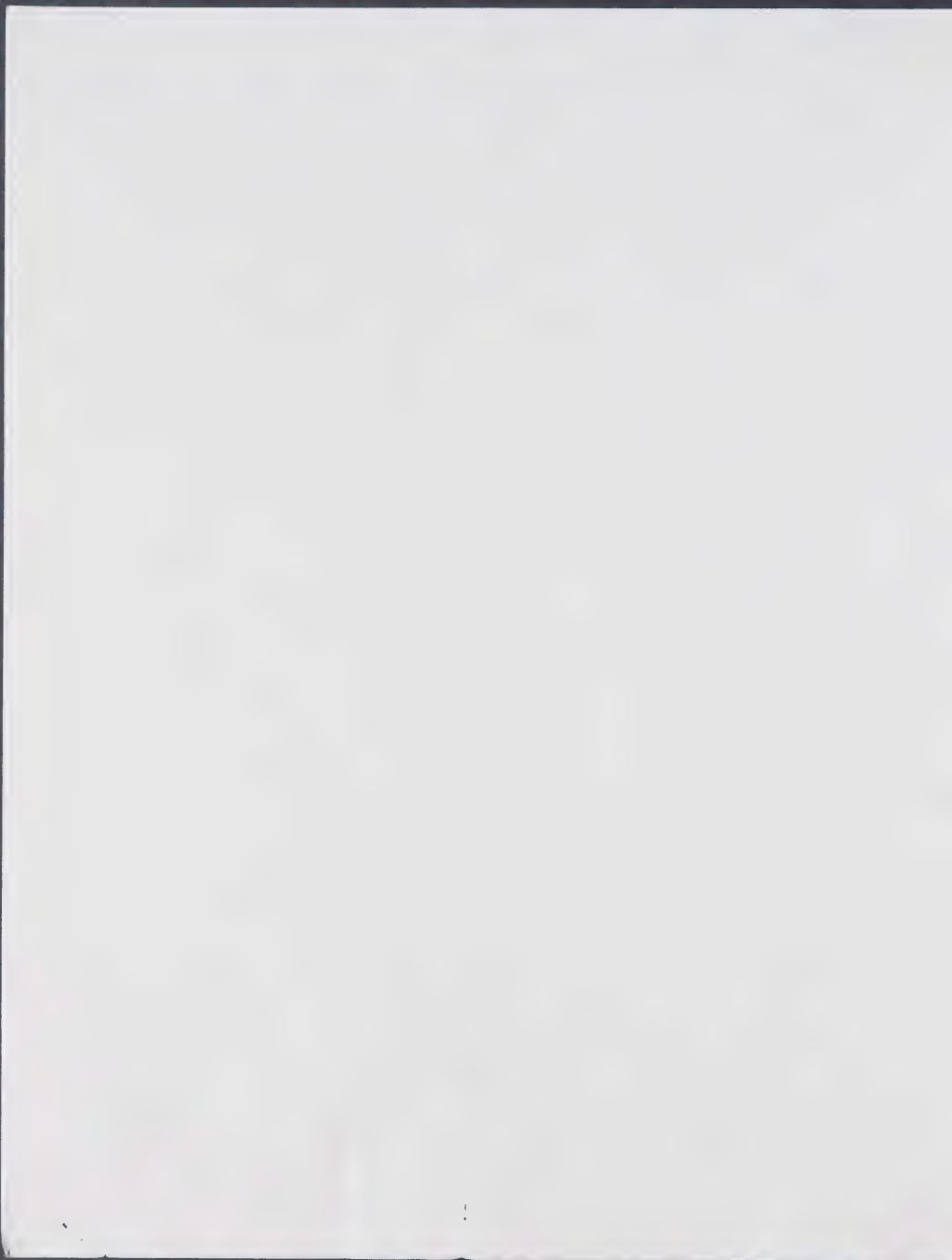
SUB TOTAL 1,380.00  
NO NY TAX -  
OSR NO : OSR-00037718  
TOTAL DUE 1,380.00

ALFRED BADER FINE ARTS - C/O SOTHEBY'S

AUCTIONEER (S) CONDUCTING SALE: JENNIFER ROTH  
DEPARTMENT OF CONSUMER AFFAIRS LICENSE #0907230)

*107A 1565*

Sales Tax Due as Applicable





ALFRED BADER FINE ARTS

DR. ALFRED BADER

ESTABLISHED 1961

April 24, 1995

Via Facsimile: 212/606-7039

Mr. Christopher Apostle  
Old Master Paintings  
Sotheby's  
1334 York Avenue  
New York, NY 10021

Dear Christopher:

I very much look forward to receiving your May Old Masters catalogue. As you know, I much prefer buying pictures to selling them.

Please look at your notes made during your visit to Milwaukee, and you will find that we had agreed that the *Venus and Cupid* by the master H.S. should have an estimate \$12,000-16,000 with a reserve of \$12,000 with no discretion.

With some of the other paintings, which will come up in October and in your next arcade sale, it was I who insisted on discretion in the reserves agreed.

Now, however, I have received your consignment confirmation, Receipt #M167750, which I return.

There the suggested reserve is \$10,000.

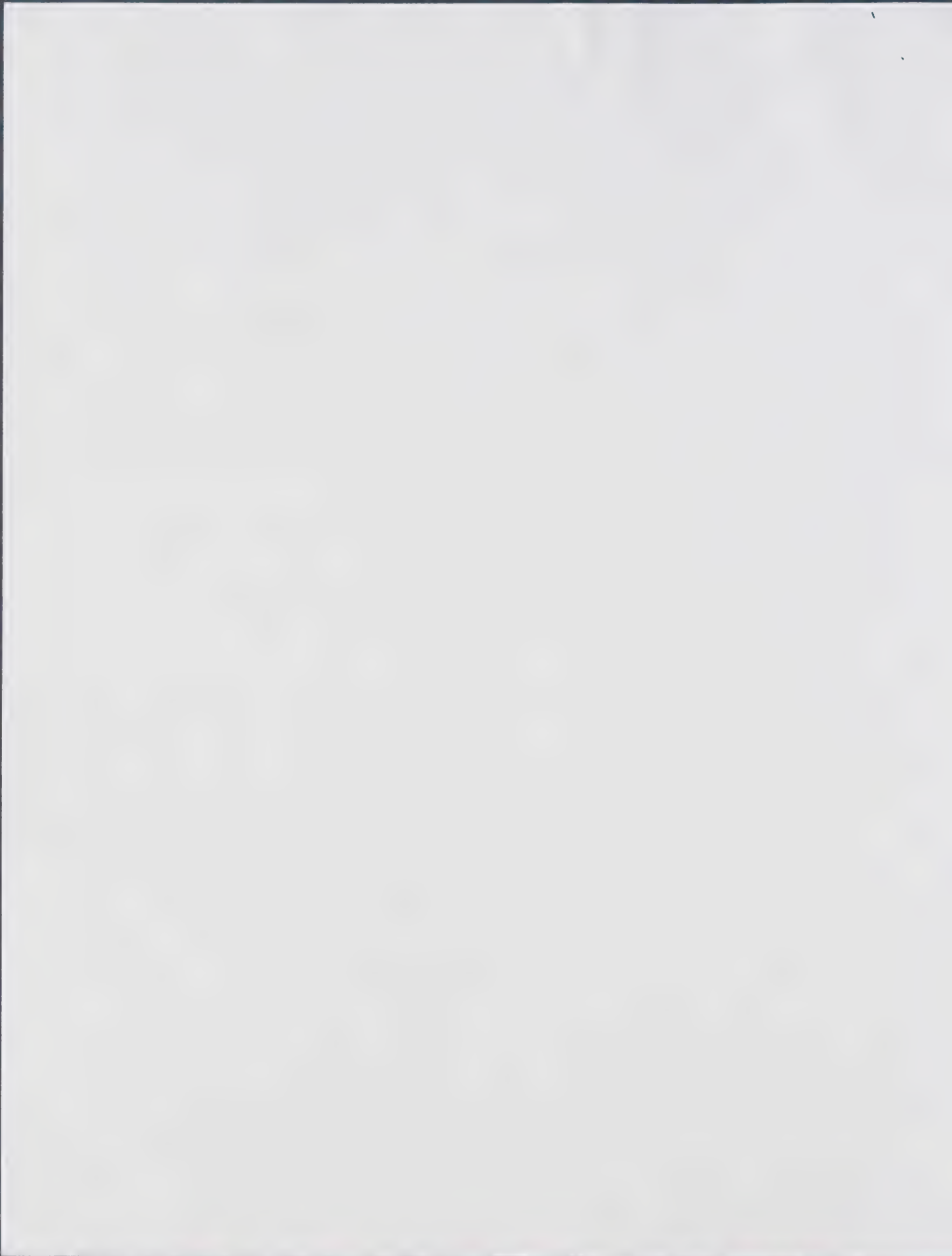
May I leave it to your decision whether the reserve should be \$10,000 as stated on the confirmation or \$12,000 as previously agreed? Clearly, I do want to sell the painting, and if there is any doubt, I would rather leave the reserve at just \$10,000. (*with no discretion*)

With all good wishes for a very good sale, I remain,

Yours sincerely,

AB/cw

*By Appointment Only*  
ASTOR HOTEL SUITE 622  
924 EAST JUNEAU AVENUE  
MILWAUKEE WISCONSIN USA 53202  
TEL 414 277-0730 FAX 414 277-0700





**SOTHEBY'S**  
FOUNDED 1744

**SOTHEBY'S**

Old Master Paintings  
1334 York Avenue  
New York, NY 10021  
(212) 606-7230 (telephone)  
(212) 606-7039 (facsimile)

Consignment Confirmation

Receipt: M167750

Dr. Alfred Bader  
Alfred Bader Fine Arts  
Astor Hotel  
Suite 622  
924 East Juneau Avenue  
Milwaukee, WI 53202


We have now carefully examined the property you consigned with us for sale and our recommendations are listed below. If you agree to these recommendations we would be grateful if you would complete and sign this letter and return it to us in the enclosed envelope. It is important that we receive this signed letter AS SOON AS POSSIBLE in order that we may include the property in the sale suggested. Please retain one copy for your own use. Your property will be offered subject to the terms outlined in the contract. Our suggested reserves have been calculated in accordance with our standard formula of 60% of the low estimate. In no event may the reserve exceed the low estimate for any lot.

Item #	Property Description	Estimate	Sugg. Reserve	Sale Date	Illustration*
01	Attributed to Denys Calvaert, called Dionisio Fiammingo The Last Judgement	\$20,000- 30,000	\$20,000 (agreed)	5/19/95	\$0
01	<u>Receipt 20085877</u> *The Putative Master HS Venus and Cupid	\$12,000- 16,000	\$10,000		\$0

\*Actual size of illustration may vary.

We look forward to a successful sale on your behalf.

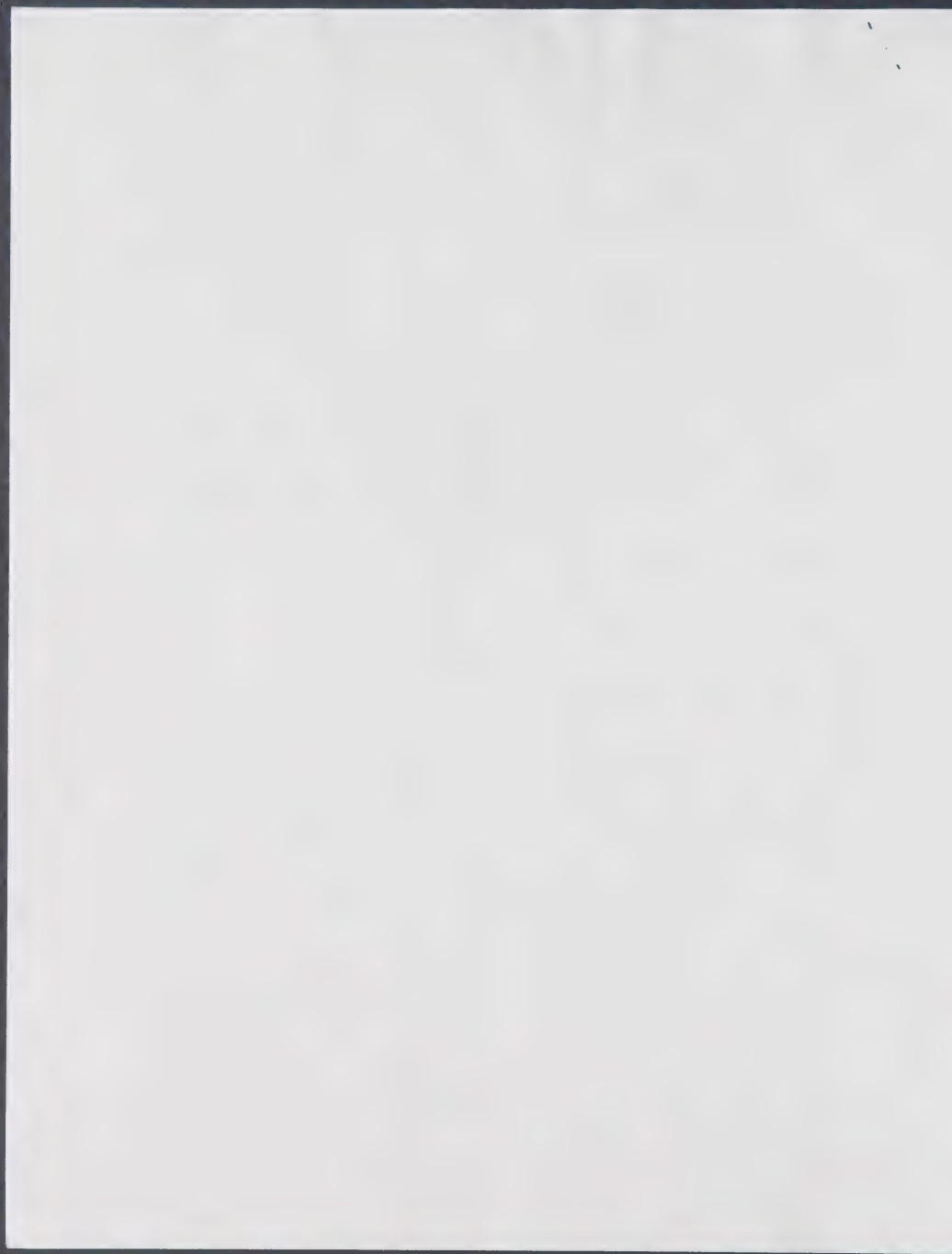
Sincerely yours,



4/17/95

I authorize you to offer the above listed property in accordance with the terms of the contract.

Date \_\_\_\_\_ Consignor's Signature \_\_\_\_\_  
 \_\_\_\_\_ Owner \_\_\_\_\_ Trustee \_\_\_\_\_ Daytime Telephone \_\_\_\_\_  
 \_\_\_\_\_ Executor \_\_\_\_\_ Agent \_\_\_\_\_



FAX FROM:

DR. ALFRED R. BADER  
Suite 622  
924 East Juneau Avenue  
Milwaukee, Wisconsin 53202  
Telephone: 414-277-0730  
Fax No.: 414-277-0709

TOTAL PAGES: \_

DATE: March 1, 1995

TO: Mr. Christopher Apostle  
Sotheby's  
Fax No.: 212-606-7039

FROM: Dr. Alfred Bader

*Si -  
Paul*

Dear Chris:

It was a pleasure to see you here yesterday and now I have to thank you for the receipts.

Some minor queries: 1) You call the ship scene Circle of Plattenberg. I am quite convinced that this really is by Plattenberg and wonder whether you should not describe it as such. 2) The low estimate on the Follower of Van Dyck should be with discretion. 3) The low estimate of the Circle of Duck should have a reserve with discretion. 4) The altarpiece <sup>at</sup> contributed to Calvert should have a reserve of \$20,000.00 without discretion.

I look forward to hearing from you about the several paintings of which you took photographs and also information about any trucker that goes through Milwaukee to New York. I was happily surprised that my friend, Lee Howard, was able to ship the heavy Follower of Van Dyck portrait from Florida to you for only \$150.00.

With all good wishes I remain yours,

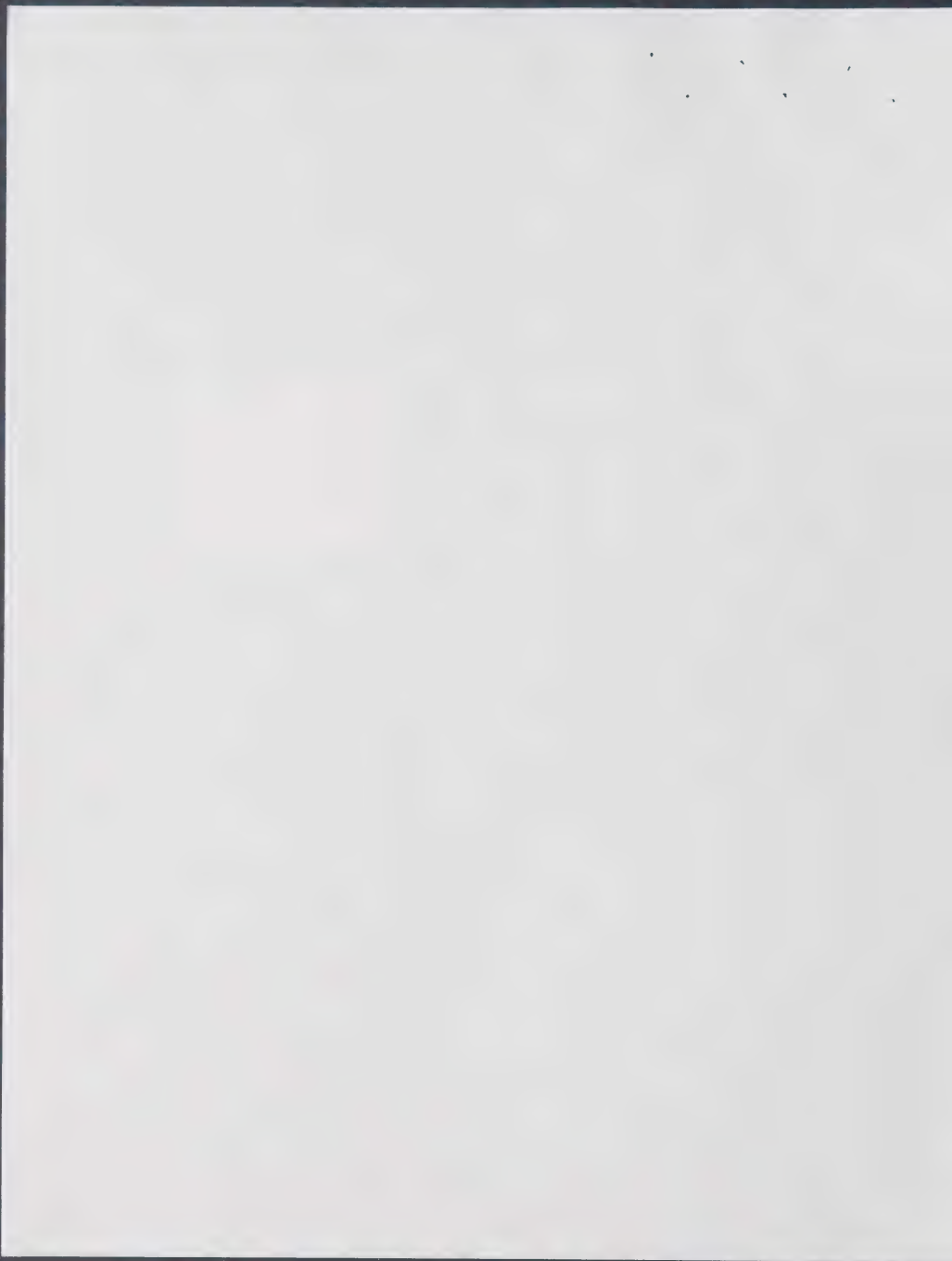
Sincerely,

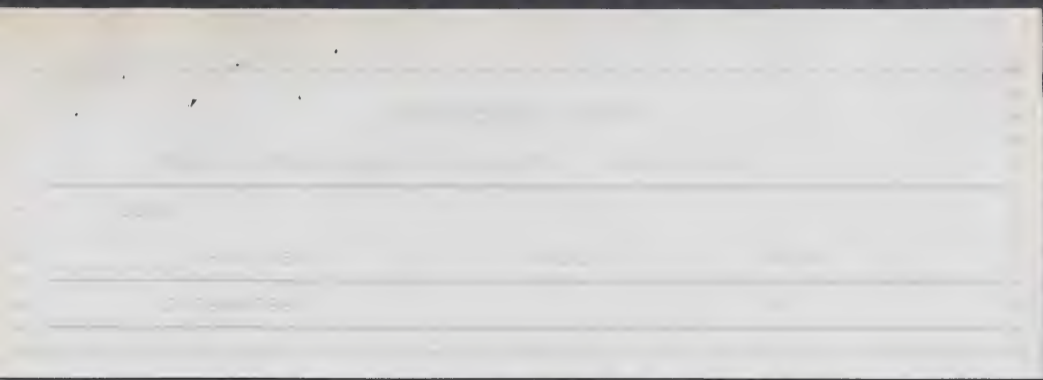


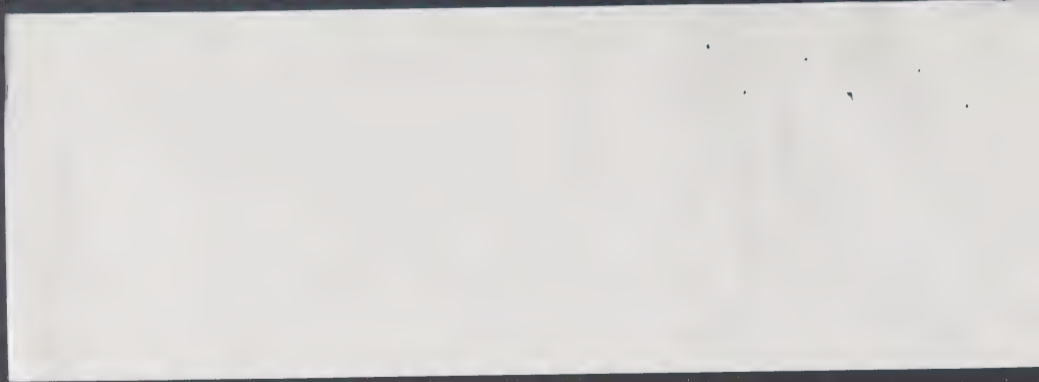
Alfred Bader

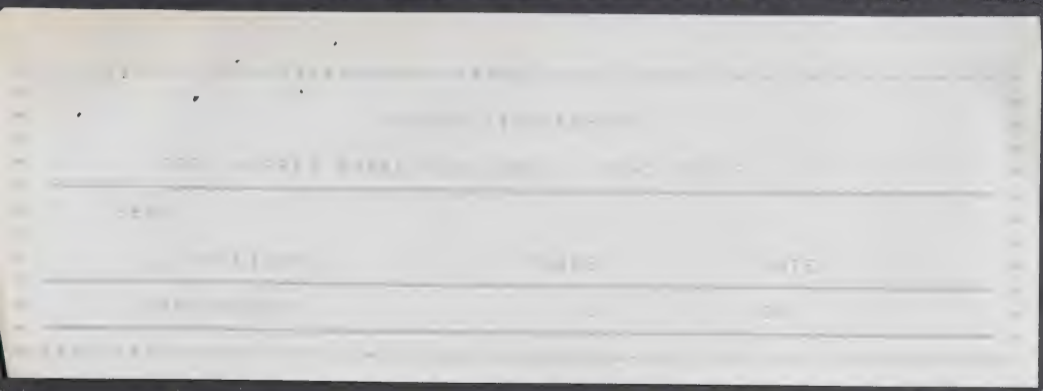
AB/df

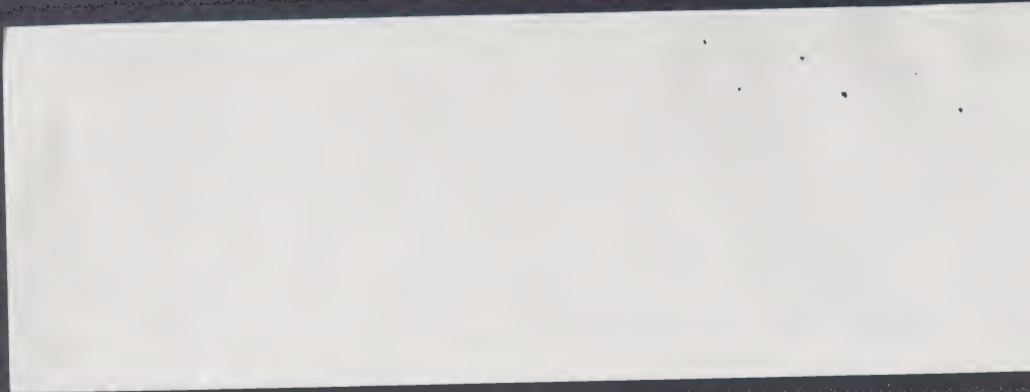
cc: Lewis Nierman













SCOTTEBYS

## Facsimile Cover Sheet

To: Alfred Bauer  
Company: Alfred Bauer Fine Arts  
Phone: 414217-4754  
Fax: 414217-4757

From: Christopher Apostle  
Company: Old Master Paintings, New York  
Phone: 212-688-1100  
Fax: 212-688-1101

Date: 11/15/99

Transmit the following in  
[ ] color [ ] black and white

### Comments:

Priority:

Send the following in [ ] color [ ] black and white. If you send color, please send a color calibration chart with your transmission. If you send black and white, please send a color calibration chart with your transmission.

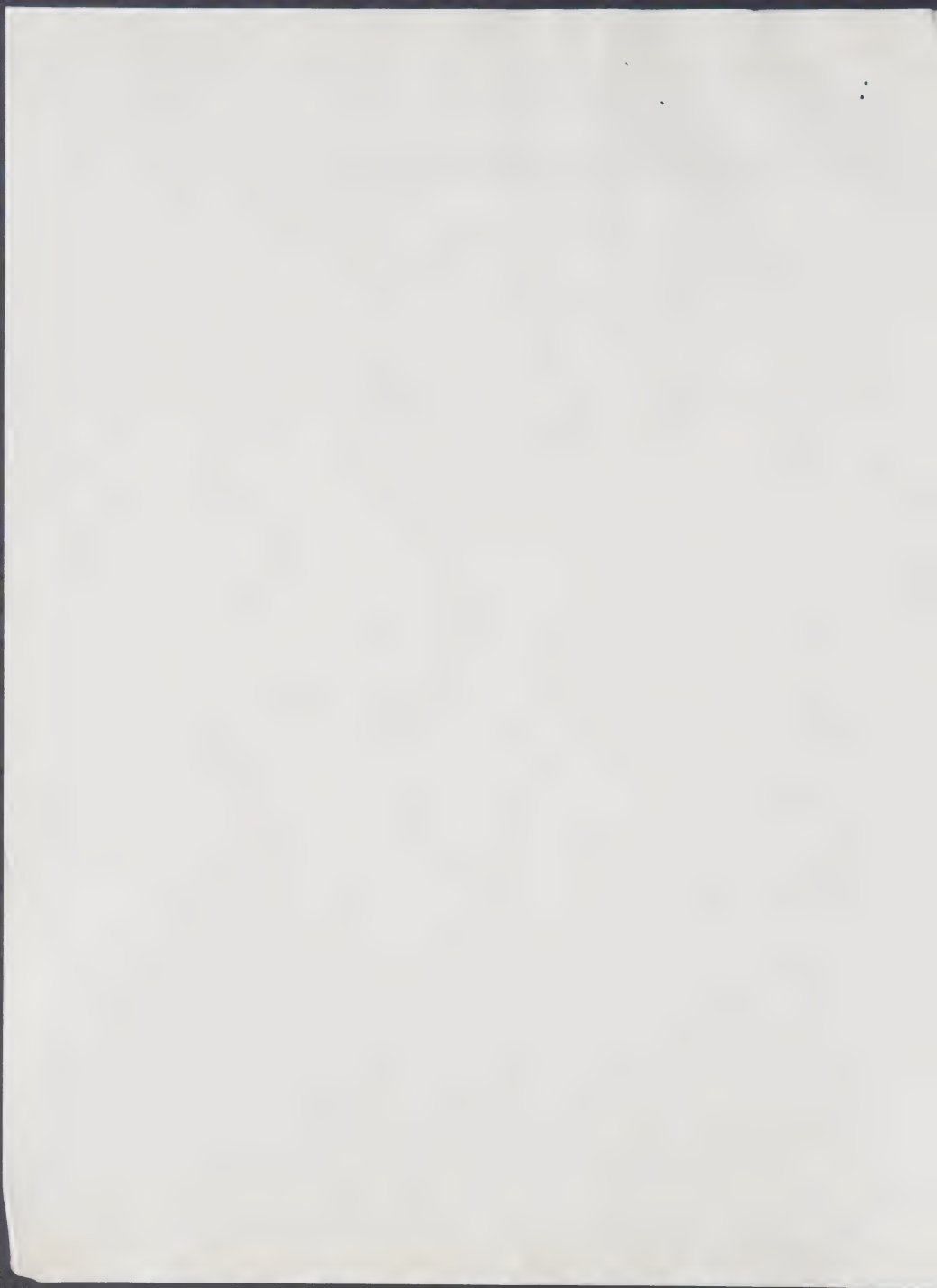
Time:

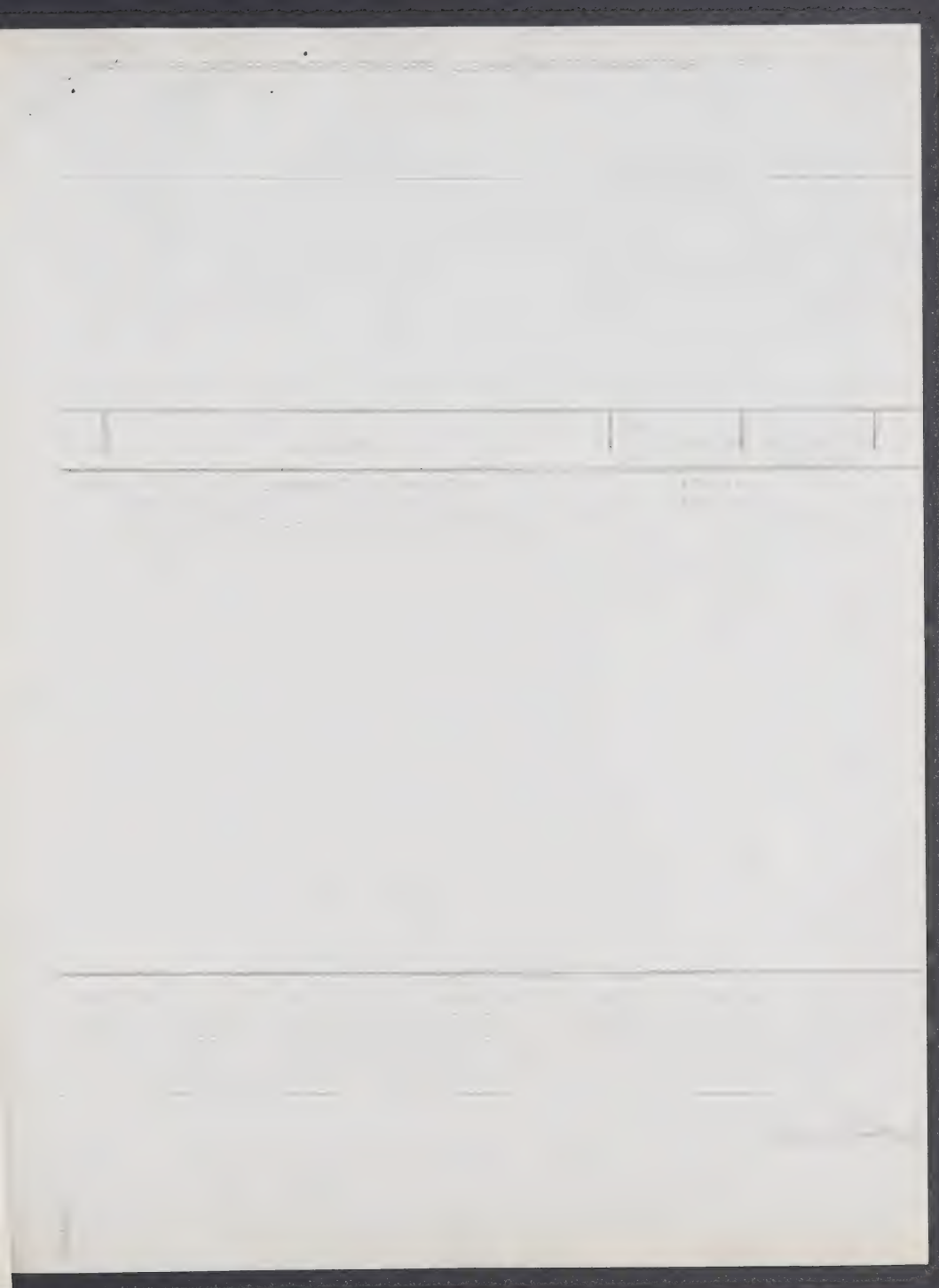


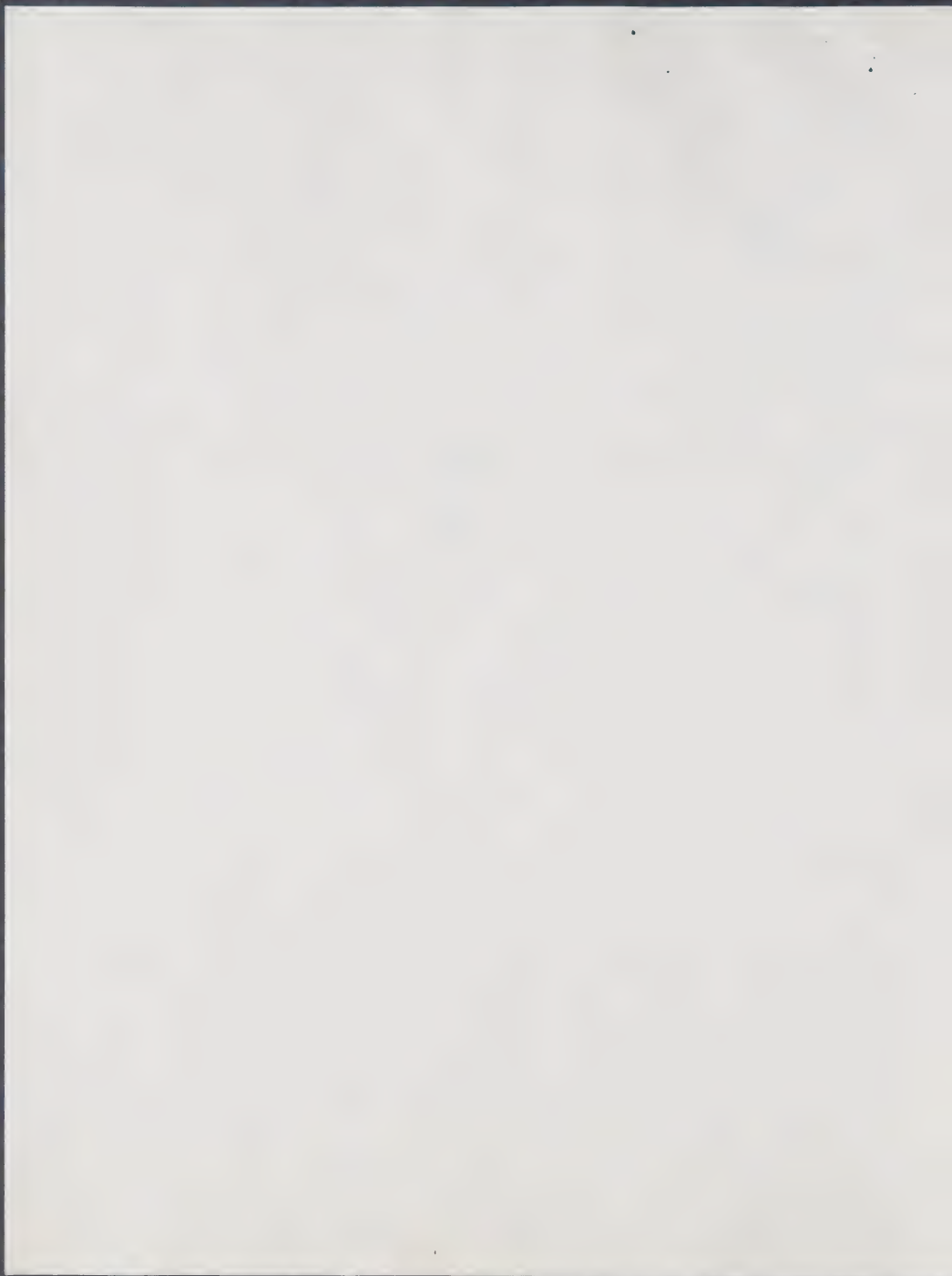
Signature: [ ] Name:

Title:

Company: [ ] Address:







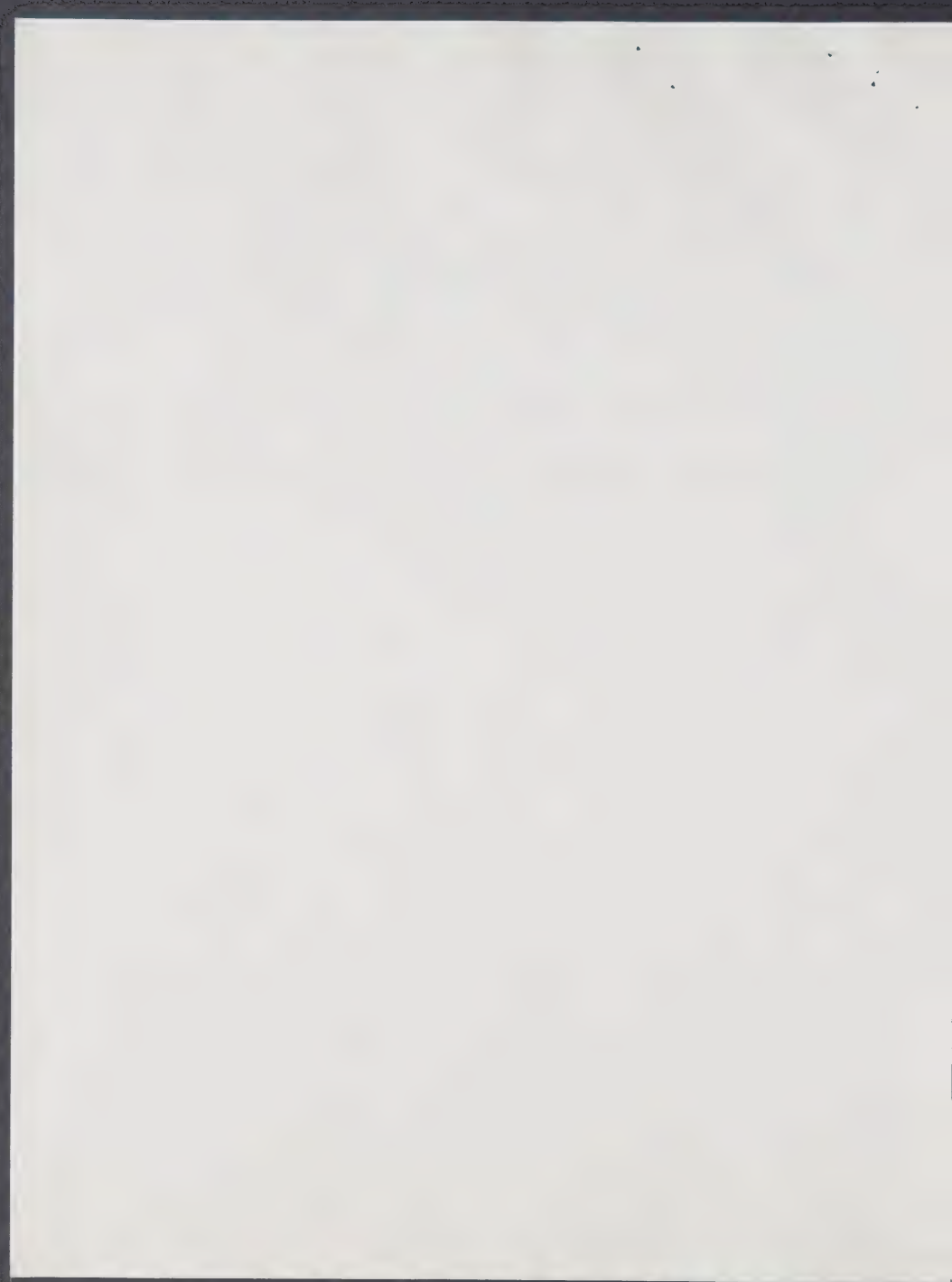
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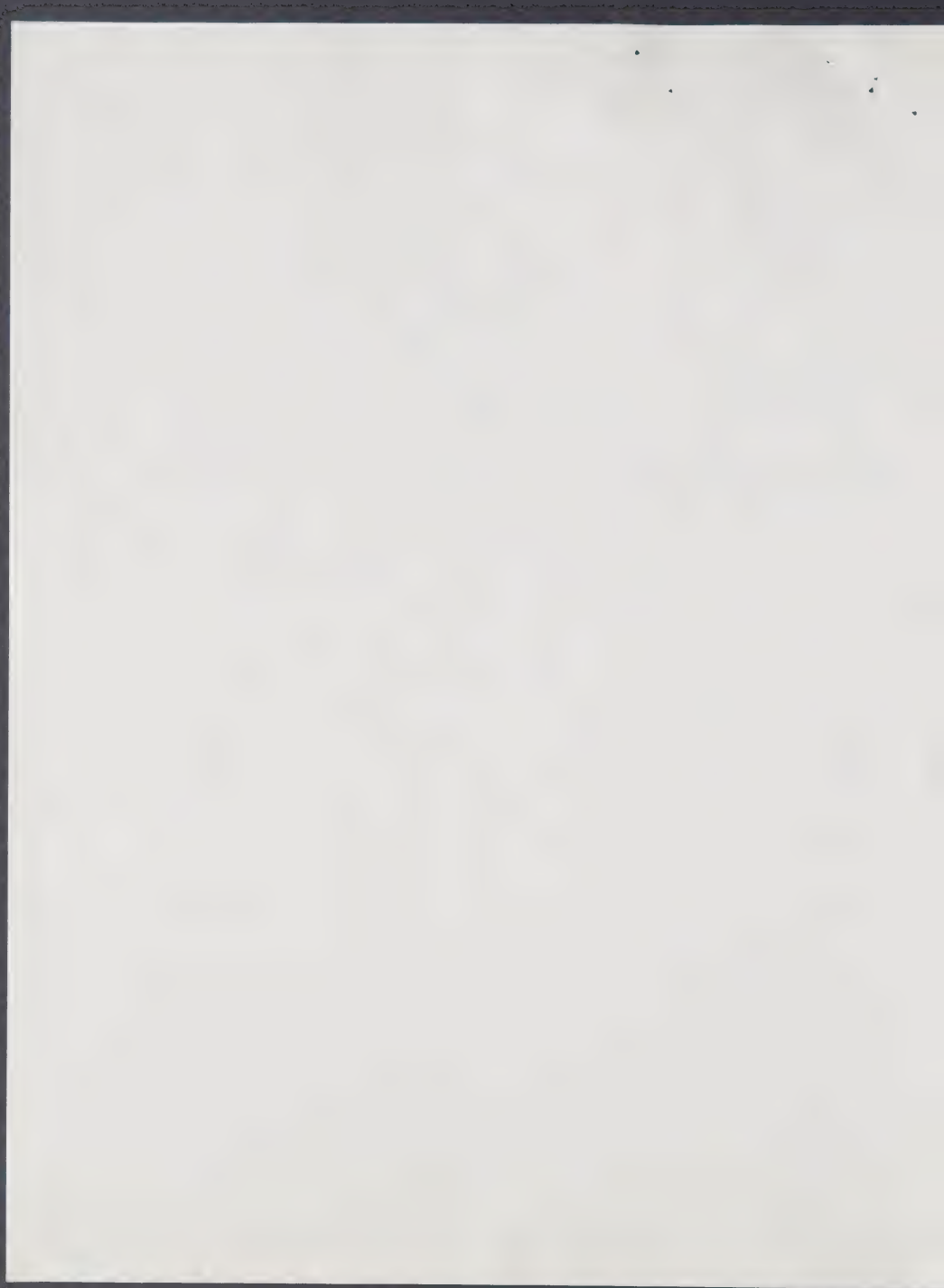
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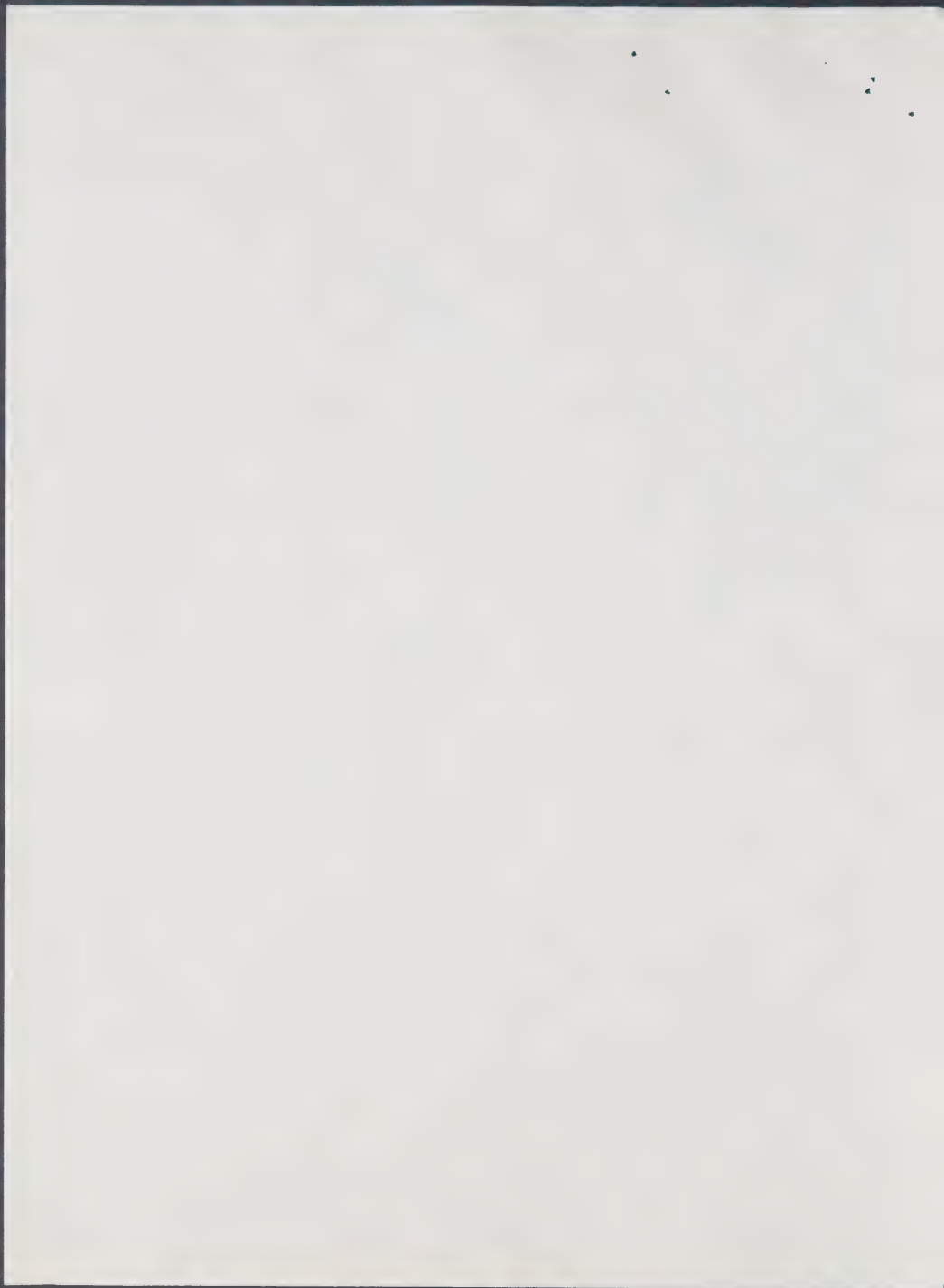












# LEWIS G. NIERMAN



1740 N. W. 11th Street  
Miami, Florida 33136  
Tel. 305-371-1111

NATIONAL ASSOCIATION OF TEACHERS IN JUNIOR  
HIGH SCHOOLS  
INTERNATIONAL UNION OF PURE AND APPLIED  
PHYSICS  
1912-1913

THE NATIONAL ASSOCIATION OF TEACHERS IN JUNIOR HIGH SCHOOLS

1740 N. W. 11th Street  
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1912-1913

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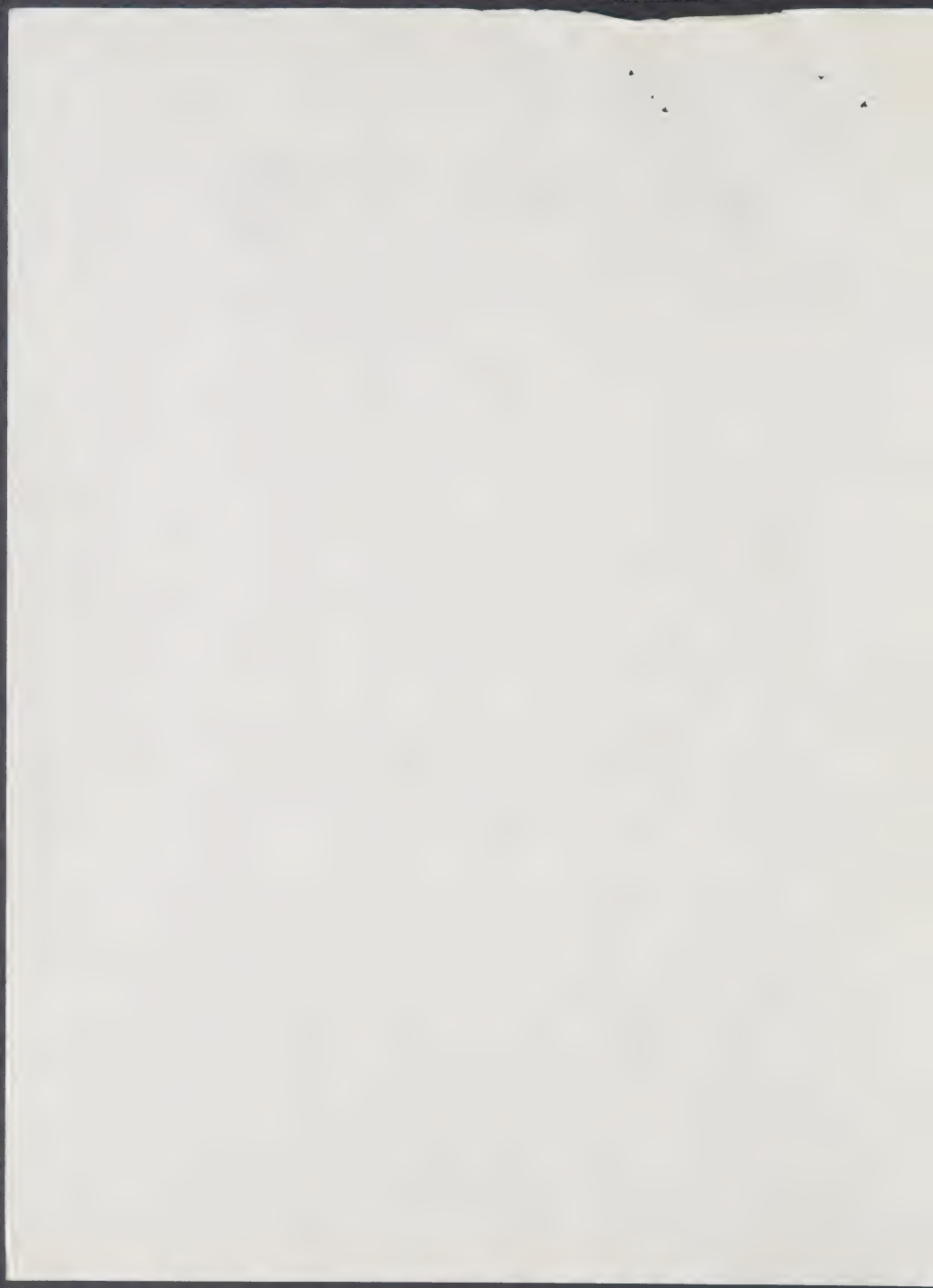
1912-1913

1912-1913

1912-1913

1912-1913

1912-1913



Christine Apostle

2/28/95

May 7 Caldwell 20-30

October Van Dyck 3-5  
with discretion

October Ship 4-6 with discretion

no changes

Apostle

\*

French People's Choice 3-5 with dis.

Uhlenbusch 16/6 15-20 (C)

Apostle \*

Rocca 2-3 with dis.

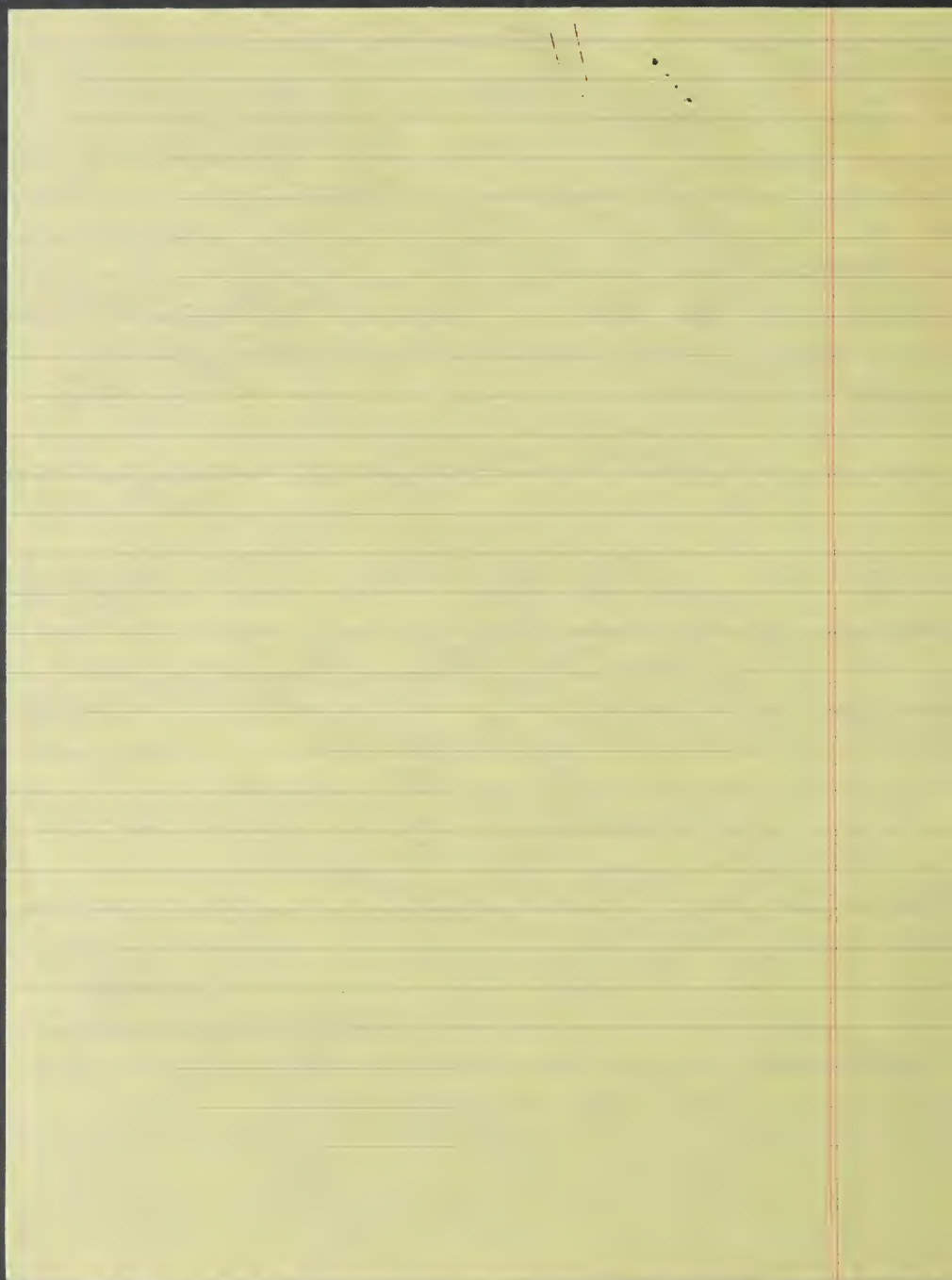
Oct \* \*

Jacks 6-8 with diso

May \* \*

"Spangli" 12-16 no diso

\*\* Taken along



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04007688 Y331XB

Mr. Alfred Bader  
2961 North Shepard Avenue  
Milwaukee, WI 53211

Please reply by: January 25, 1993

ADV-LT

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We'll see to it that your subscriptions continue without interruption, at today's special savings, for another year or more.

Sincerely,



Michael J. Plummer  
Vice President, Marketing

*Thank you for renewing now.*

Detach and mail in the postage paid envelope provided.

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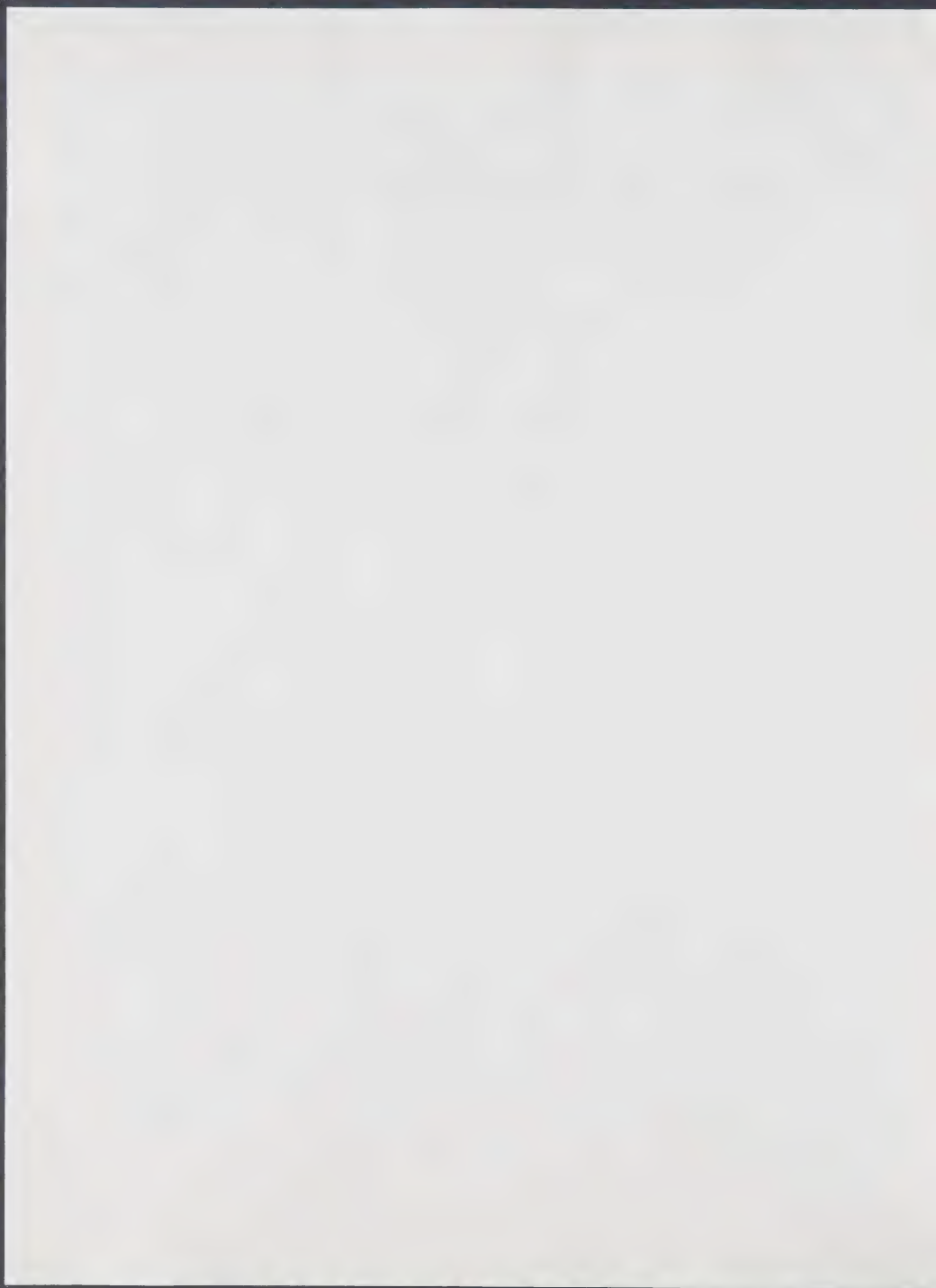
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1911

# Facsimile Cover Sheet

[Faint, illegible text and markings, possibly bleed-through from the reverse side of the page]



FAX FROM:

**DR. ALFRED R. BADER**  
Suite 622  
924 East Juneau Avenue  
Milwaukee, Wisconsin 53202  
Telephone: 414-277-0730  
Fax No.: 414-277-0709

April 7, 1995

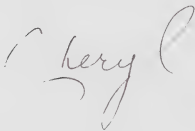
TO: Mr. Christopher Apostle  
Sotheby's  
FAX: 212/606-7039  
FROM: Cheryl Weiss  
Assistant to Dr. Alfred Bader

Dear Mr. Apostle:

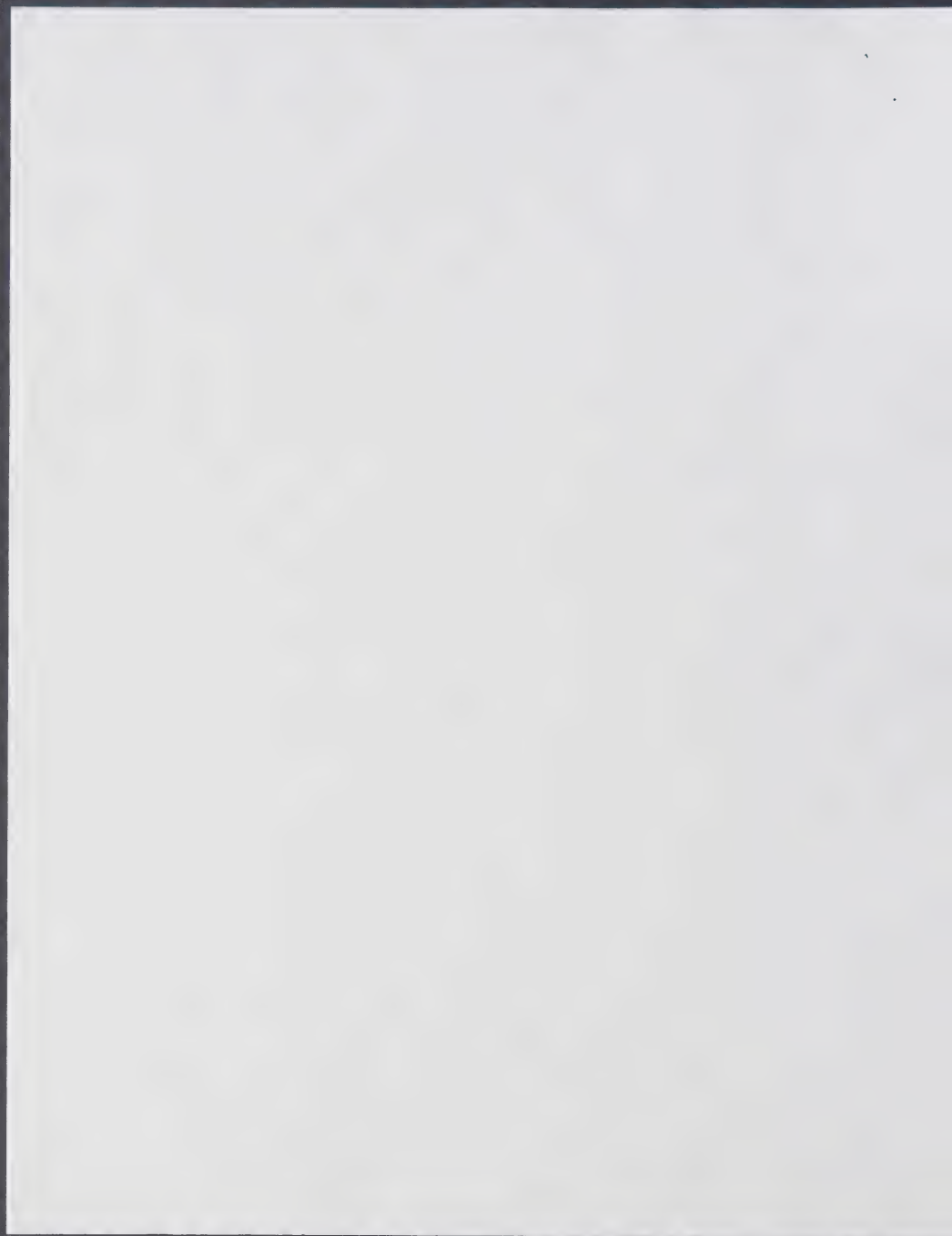
Would you please confirm by return fax the safe arrival of the two paintings shipped to Sotheby's via Icon Art Services? They were picked up here in Milwaukee last week and should have arrived at Sotheby's to your attention approximately the middle of this week. Dr. B. would like confirmation, since this is the first time we have used this transportation service.

With many thanks for your assistance, I remain,

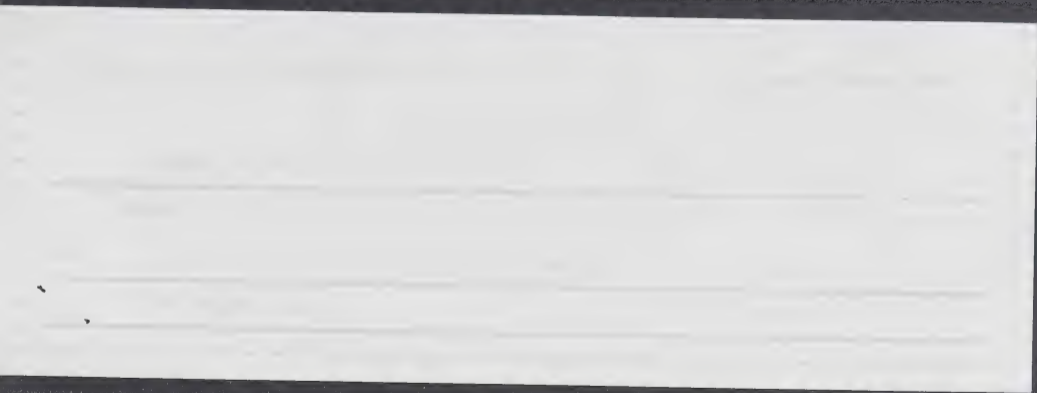
Yours sincerely,

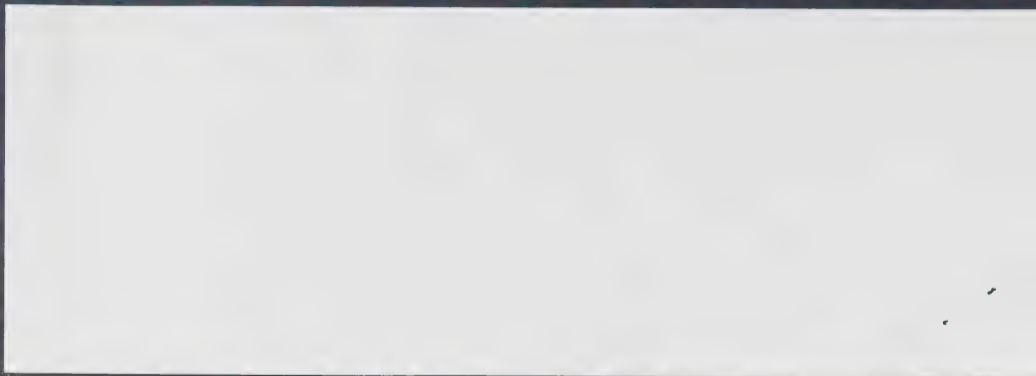


/cw









# Facsimile Cover Sheet

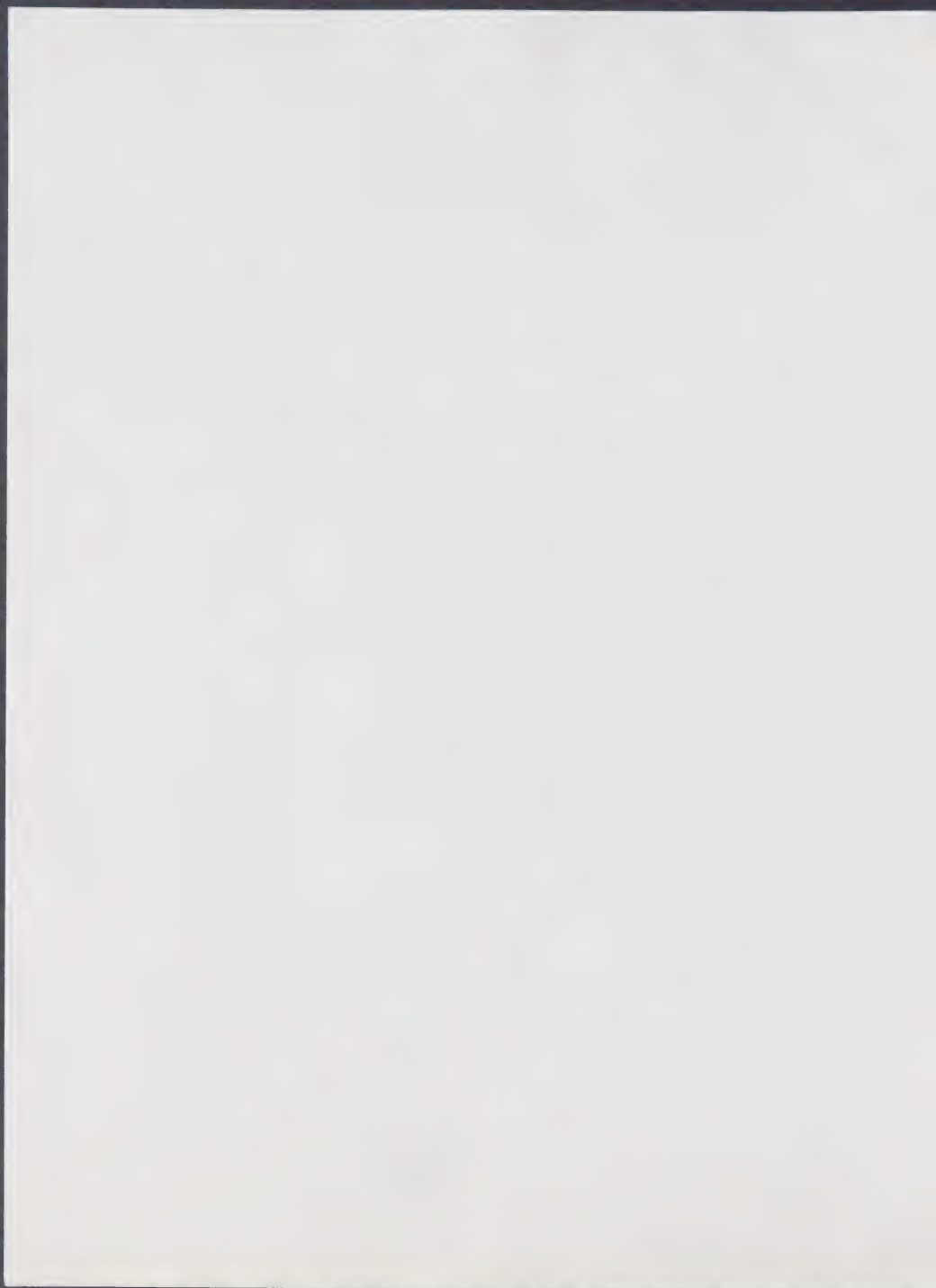
To: [Redacted]  
From: [Redacted]  
Company: [Redacted]  
Phone: [Redacted]  
Fax: [Redacted]



Transmitted by [Redacted]

Received by [Redacted]





FAX FROM:

DR. ALFRED R. BADER  
Suite 622  
924 East Juneau Avenue  
Milwaukee, Wisconsin 53202  
Telephone: 414-277-0730  
Fax No.: 414-277-0709

March 22, 1995

TO: Mr. Christopher Apostle  
Vice President, Old Master Paintings  
Sotheby's  
FAX: 212/606-7039

Dear Chris:

Thank you for your fax of yesterday.

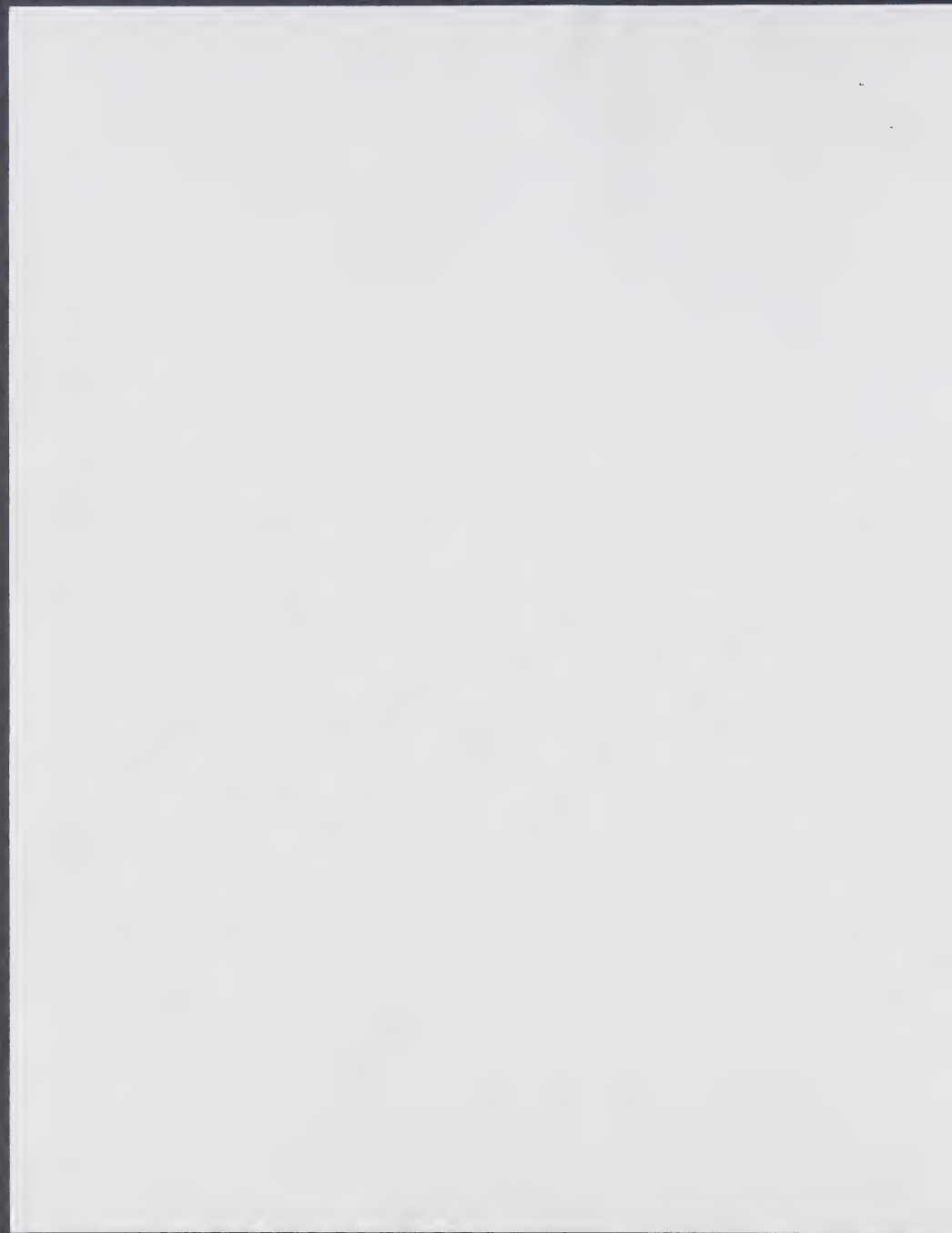
I had forgotten your saying that Item 4, the circle of Duck, would be in the October sale. Could you still put it into the May sale? Of course, it isn't important, but I do hope that you will point to the substantial differences between this painting and the other version accepted as by Duck. Of course, to me of great interest are the Bramer paintings on the wall. In any case, I leave it entirely to you whether the paintings should be in the May or October sale.

Putting Number 3, the circle of Rocca, into an arcade sale is fine with me. I'm just trying to combine several pictures for shipment to you.

Every expert who has seen Number 7, *The Master of the Legend of Saint Lucy*, has really liked it, and my own cost is higher than your lower estimate. Let me discuss this with you when next I see you.

I find Item 12 very beautiful also, and certainly would not sell it for \$15,000. Do you think that my attribution to M. de Cock is in 'The Bible Through Dutch Eyes', No. 66, is unreasonable? In any case, I would not want to put it up for auction unless you do have a firm attribution.

Thank you for telling me about the upcoming Rembrandt and 'not-Rembrandt' exhibition at the Metropolitan. They have decided to show only paintings which they own. I could have a similar exhibition at the Milwaukee Art Museum, but only visitors like you would understand it.



Mr. Christopher Apostle  
March 22, 1995  
Page 2

To come back to my own paintings, will you be able to change the wild seascape from circle of Plattenberg to Plattenberg?

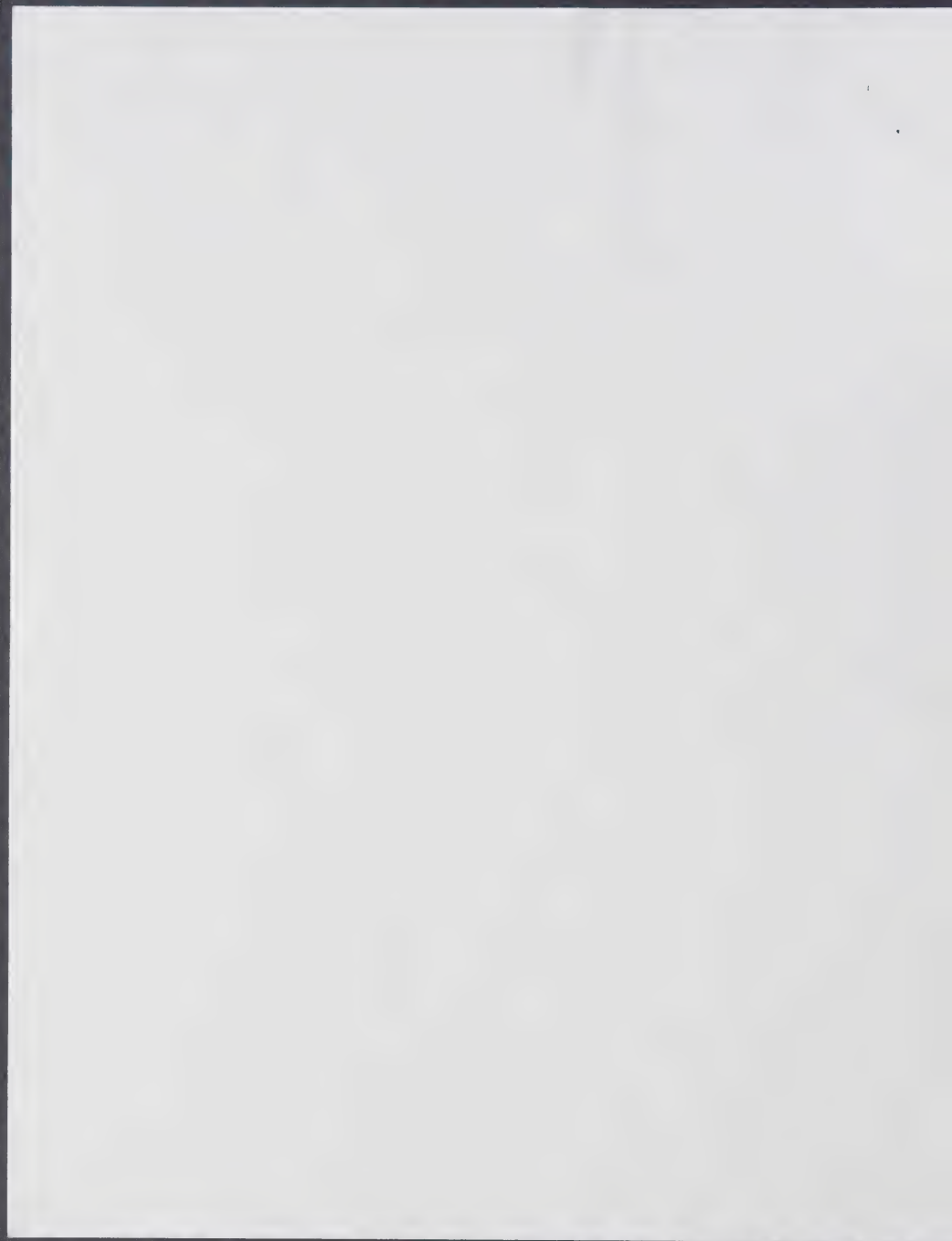
Naturally, I very much hope that my paintings in the May sale will do well and if so, will be all the happier to send you some more.

With all good wishes, I remain,

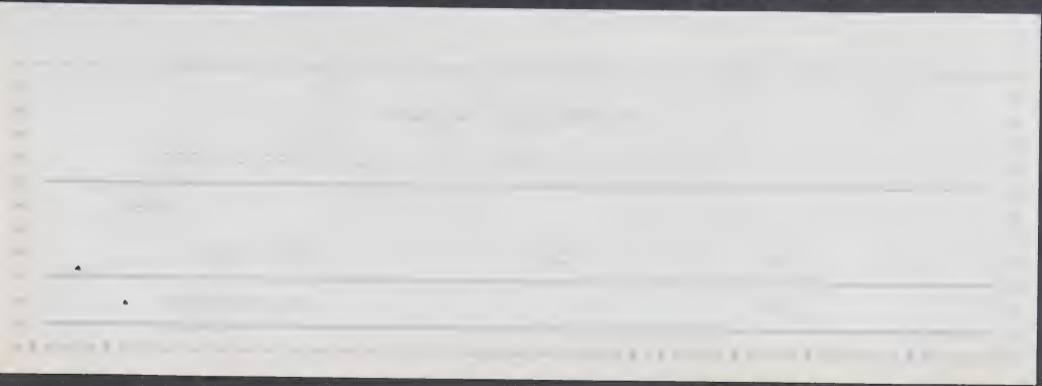
Yours sincerely,

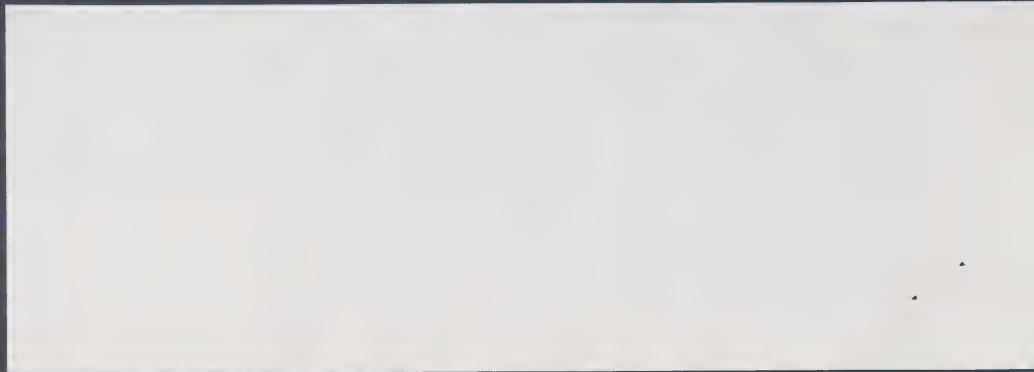
A handwritten signature in cursive script, appearing to read "Anna", with a long horizontal flourish extending to the right.

AB/cw









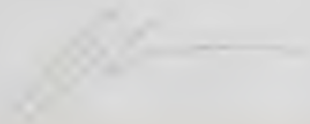
STANDARD

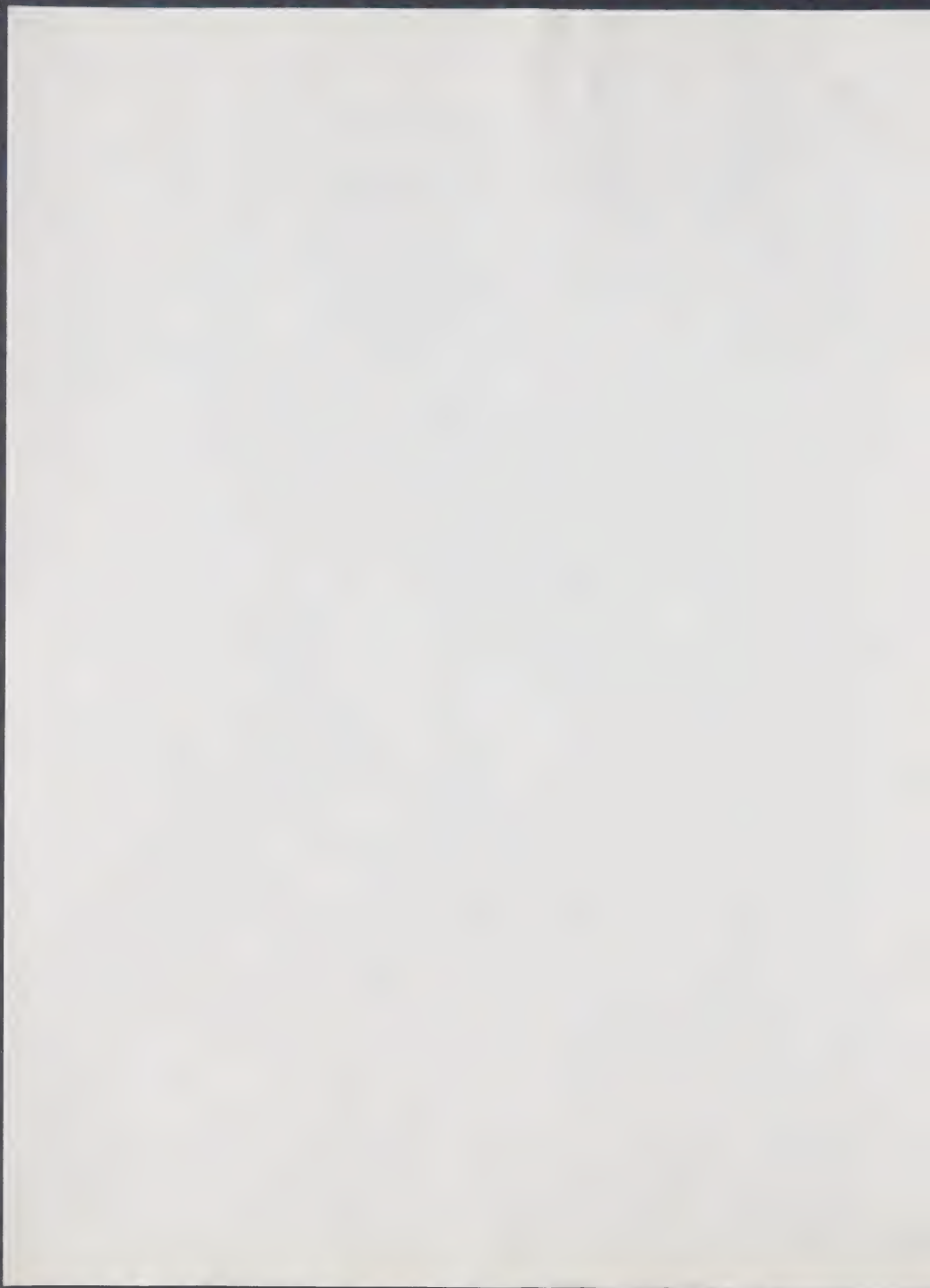
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To: [Name]  
Company: [Address]  
Phone: [Number]

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Company: [Address]  
Phone: [Number]

[Faint, illegible text and lines, possibly a form or signature area]







ALFRED BADER FINE ARTS

DR. ALFRED BADER

March 20, 1995

ESTABLISHED 1961

Mr. Christopher T. Apostle  
Vice President  
Old Master Paintings Department  
Sotheby's  
1334 York Avenue  
New York, NY 10021

By fax  
and mail (with  
2 photos)

Dear Christopher:

Thank you so much for your fax of March 8th with your comments about the twelve paintings we discussed.

I promised to send you a photograph of the beautiful portrait of a boy which had been called Perroneau, though I have not seen any Perroneau portrait that I found quite so moving. The painting is in very good condition.

Now to turn to the twelve paintings of your fax:

You have taken numbers 4 and 5 with you, and they will be in the May 18th sale.

I do want you to have numbers 1 and 3 for the October sale, and I will ship these two to you probably in July ~~and~~ August and then with perhaps one or two other paintings on which we have agreed.

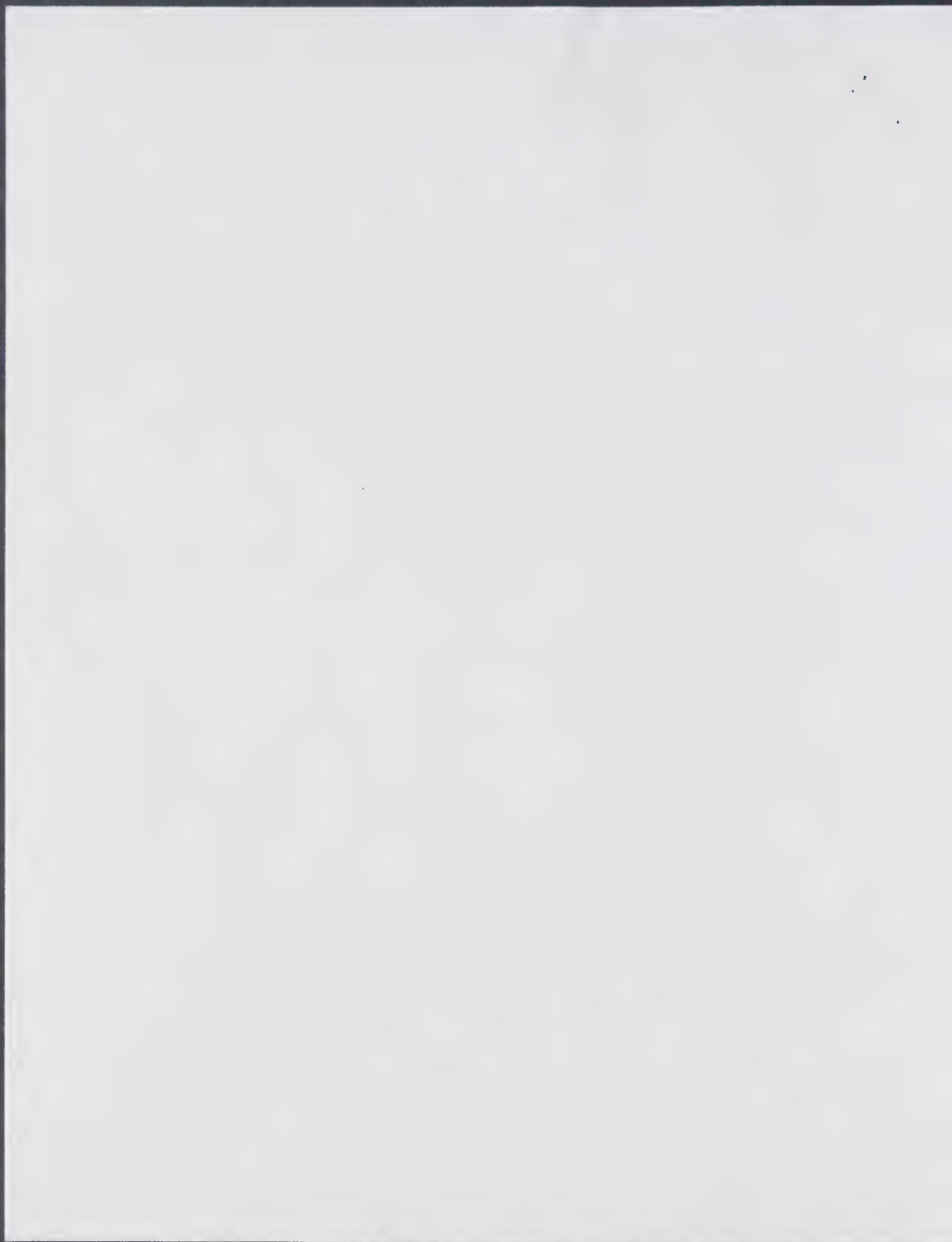
Regarding number 2, let's see how old masters sell in May and if you then would like to have this Narcissus in your October sale at \$15,000 to 20,000, I will have the painting hand-delivered to you.

Regarding the American number 6, I am trying to get some more opinions from American experts and now enclose a color photograph for you.

I fear that even your higher estimate of \$20,000 to 30,000 for the master of the Legend of St. Lucy is too low, and that applies also to one of the best of the lot, number 12.

Regarding number 8, your comments make good sense, and I will send that to you with number 2, via hand-delivery.

*By Appointment Only*  
ASTOR HOTEL SUITE 622  
924 EAST JUNEAU AVENUE  
MILWAUKEE WISCONSIN USA 53202  
TEL 414 277-0730 FAX 414 277-0709





Mr. Christopher T. Apostle  
March 20, 1995  
Page 2

Regarding numbers 9, 10 and 11, I will try to get reasonable attributions before consigning them to auction. I will send photographs of number 9 to Sumowski and Manuth, of 10 to Bill Jordan and of 11 to Clovis Whitfield.

Once I have reasonable opinions, I will talk to you again.

Please don't forget that I also enjoy buying paintings and hope you will have some good Rembrandt school pictures in New York in May and in London in July.

Best regards, as always,

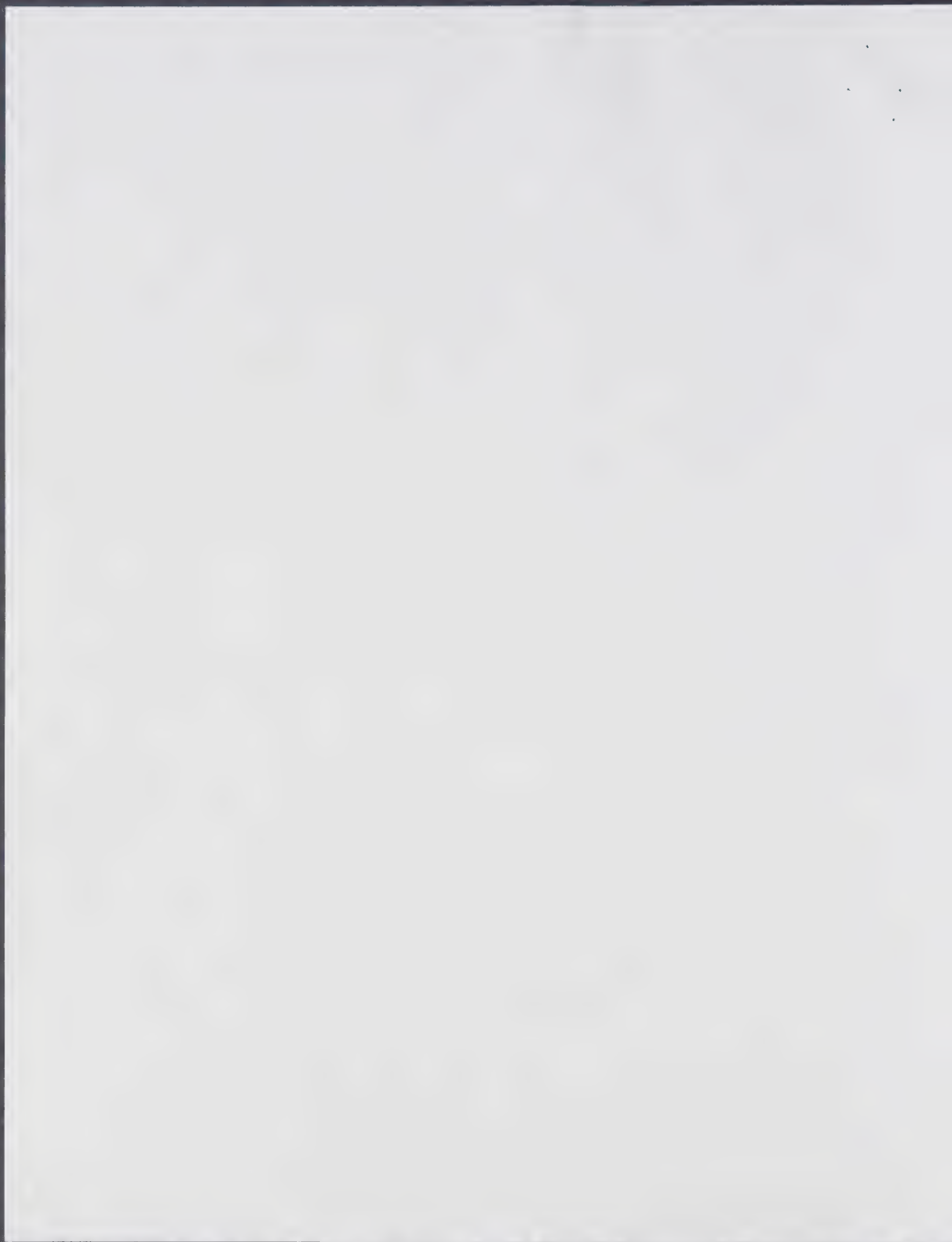
AB/cw

Enclosures

I have one concern about your  
previous receipts:

Re M 163175

→ am convinced that this really is  
by Platenburg — why call it  
"circle of" ?

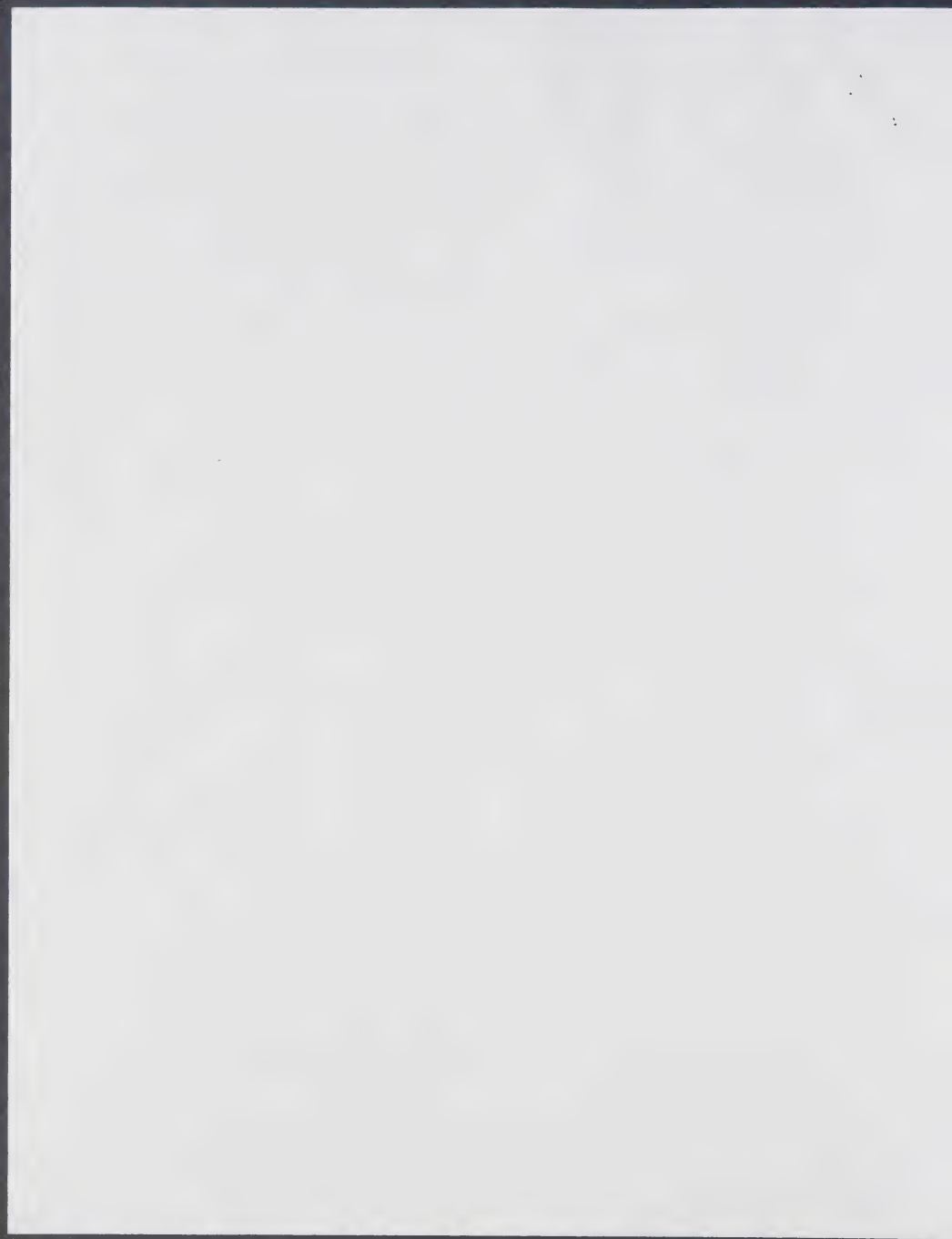




**SOTHEBY'S**  
FOUNDED 1744

**Property of Alfred Bader Fine Art  
Milwaukee, Wisconsin**

- 1 French School, late 18th Century  
PSYCHE AND CUPID  
oil on canvas  
\$3,000-5,000  
Yes
- 2 Moses Uyttenbroeck  
NARCISSUS  
dated 1626  
oil on panel  
\$12,000-16,000 or 15,000-20,000  
*Literature:*  
Ulrich Weisner, *Die Gemälde des Moyses van Uyttenbroeck, Oud Holland*, vol. 79, 1964, p. 222, cat. No. 35  
r
- 3 Circle of Michele Rocca  
APOLLO AND DAPHNE  
oil on canvas  
\$2,000-3,000  
Yes
- 4 Circle of Jacob Duck  
CAVLIERS IN AN INTERIOR  
oil on panel  
\$6,000-8,000  
Yes
- 5 The Master HS  
VENUS AND SLEEPING CUPID  
oil on panel  
\$12,000-16,000  
Yes
- 6 Attributed to Thomas Cole  
HUNTERS ON A ROCK BY A FOREST STREAM  
oil on canvas  
I have spoken at length with the American department and they are interested in the picture. They feel that if they could have details of the picture as well as some color shots they could give you a better answer.  
r
- 7 Master of the Legend of Saint Lucy  
JUDAS AND JESUS  
oil on panel  
\$15,000-20,000 or \$20,000-30,000  
Too low



**SOTHEBY'S**  
FOUNDED 1744

8  
Attributed to Filippo Napoletano  
**THE PRESENTATION OF CHRIST**  
oil on panel

Yes  
This painting is based on a print by Callot (in reverse) from his series entitled the "Petit Passion" of which the drawings are in the collection of the Louvre. It may be difficult to prove that the picture is by Napoletano, therefore, without some work. It is known that the two worked together, and certainly there are paintings that rely on Callot's prints (a view of the Fair at Impruneta, for example). If it is by Filippo Angelini, it should be worth in the range of \$15,000-20,000 or so. If just a period piece by a follower of Callot, in the \$6,000-8,000 range.

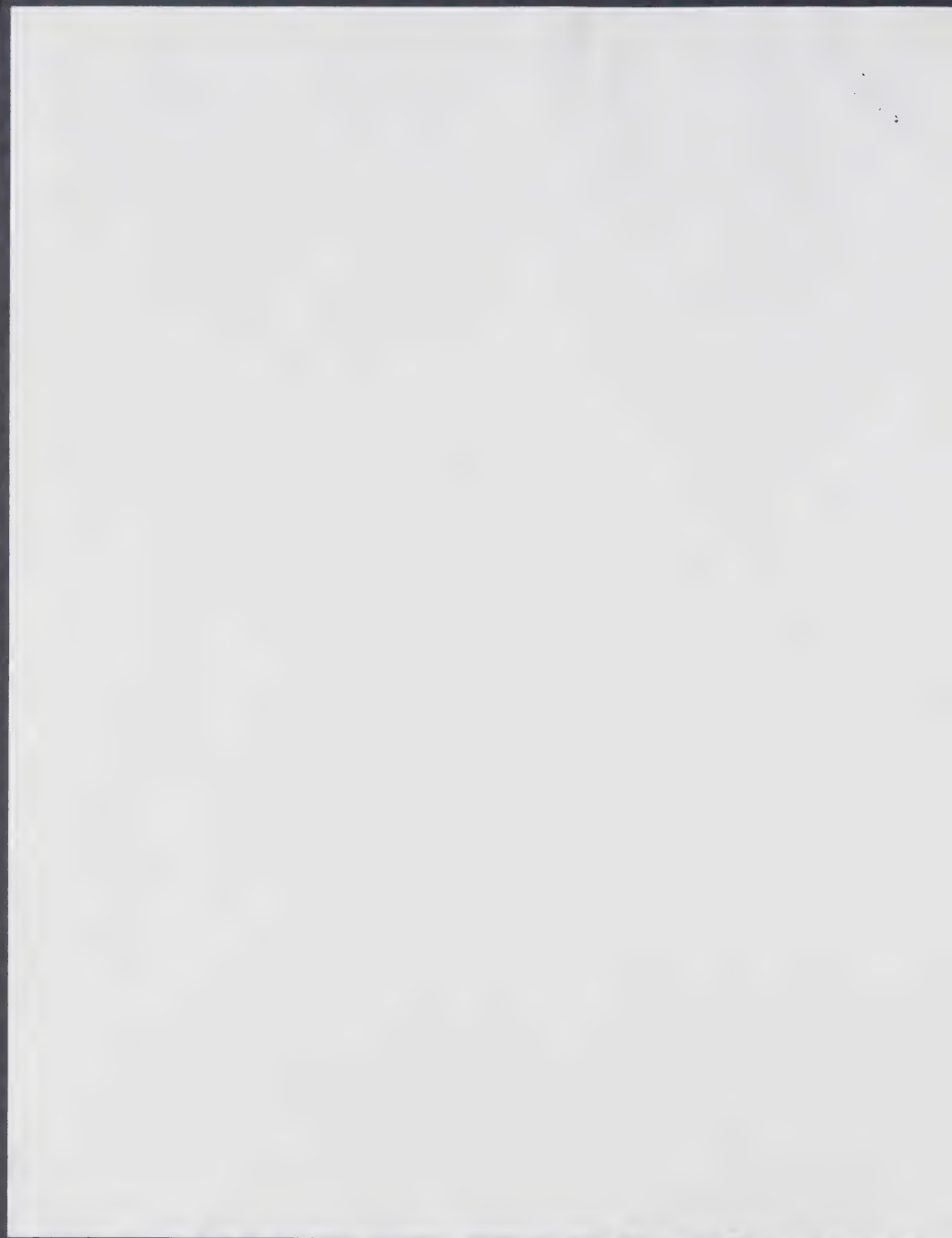
9  
German 18th Century Follower of Rembrandt  
**JACOB BLESSING ISAAC**  
oil on canvas  
\$6,000-8,000

10  
Spanish School, circa 1600  
**HEAD OF CHRIST**  
oil on panel  
\$6,000-8,000 (this is a rough sell for New York, although a thing of quality)

11  
French School, 18th Century  
**THE ADORATION OF THE SHEPHERDS**  
*en grisaille*  
oil on canvas  
\$6,000-8,000 if unattributable

12  
Flemish School, circa 1600  
**TOBIAS AND THE ANGEL**  
oil on copper  
\$15,000-20,000

Too low



# SOtheby's

100 Broad Street  
New York, NY 10004  
Tel: 212 633 1000  
Fax: 212 633 1001

Sotheby's is pleased to announce the auction of the following lot:

Lot 100 - [Faded text]

Lot 101 - [Faded text]

Lot 102 - [Faded text]

Lot 103 - [Faded text]

Lot 104 - [Faded text]

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# SOFTBANK'S

(Country of) United States and U.S.  
Crossed Company

1. Does the company have a business plan?  
YES (check one)  
No  Yes

2. Does the company have a marketing plan?  
No  Yes

U.S. Market / International / Both / Other

3. Does the company have a financial plan?  
No  Yes

4. Does the company have a sales plan?  
No  Yes

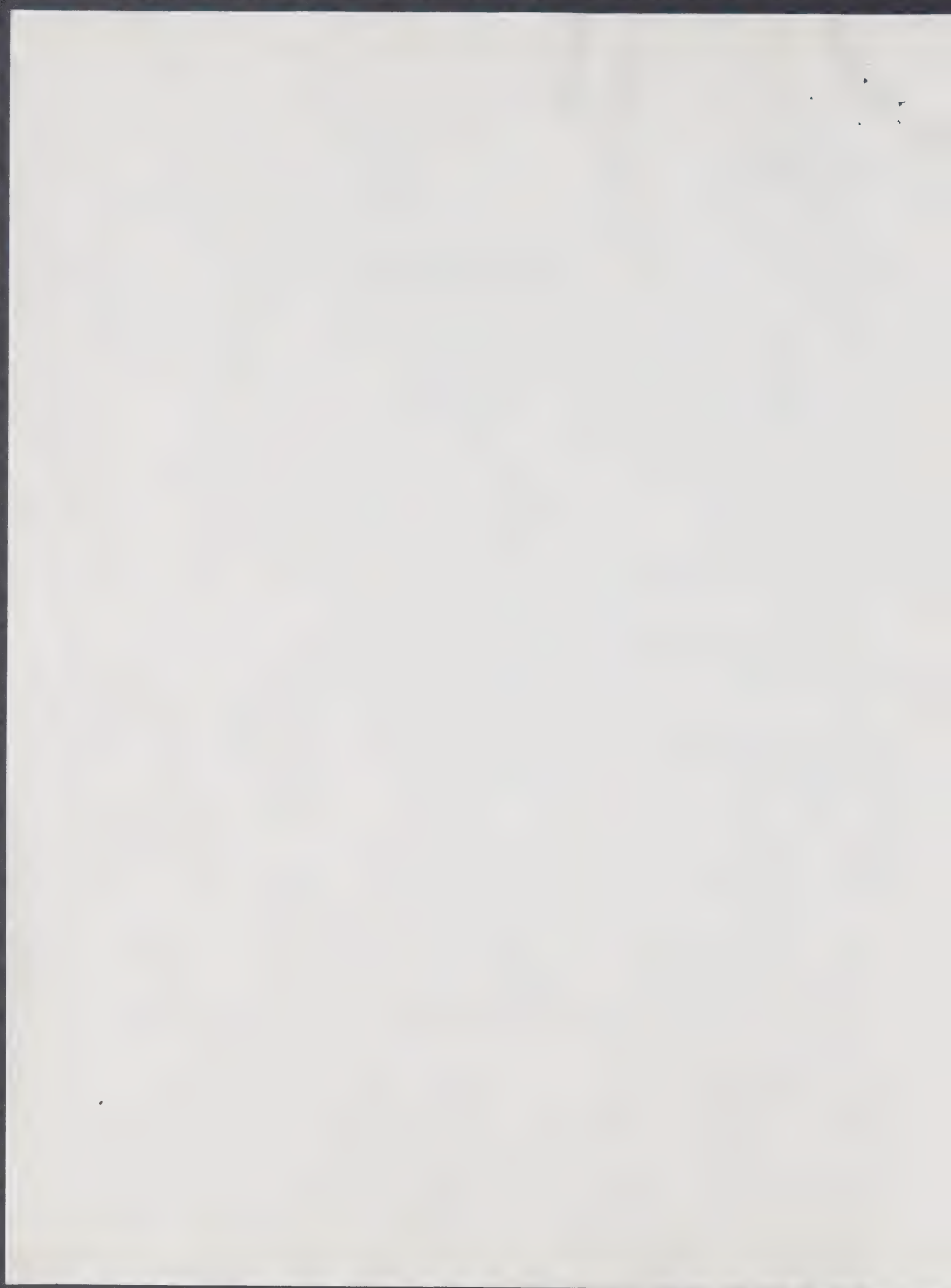
5. Does the company have a production plan?  
No  Yes

6. Does the company have a distribution plan?  
No  Yes

7. Have all these plans been prepared and submitted to the relevant authorities of the country? (Yes/No)

8. Does the company have a support plan?  
No  Yes

Too low





SCHEDULES

8

Any person who...  
...shall be liable to a fine of...  
...or to imprisonment for a term not exceeding...  
...or to both such fine and imprisonment.

yes

9

Any person who...  
...shall be liable to a fine of...  
...or to imprisonment for a term not exceeding...

✓

10

Any person who...  
...shall be liable to a fine of...  
...or to imprisonment for a term not exceeding...

✓

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Any person who...  
...shall be liable to a fine of...  
...or to imprisonment for a term not exceeding...

✓

12

Any person who...  
...shall be liable to a fine of...  
...or to imprisonment for a term not exceeding...

Too low

10

# SOTHEBY'S

FOUNDED 1744

1334 York Avenue  
New York, New York 10021  
Telephone: (212) 606-7000

December 1, 1994

Dear Client:

I am delighted to send you the catalogue of Important Old Master paintings, the Property of The New-York Historical Society, which has been one of the most exciting projects the Old Master Paintings Department in New York has undertaken in years. Many of these paintings have never been published, and I hope that in looking through this catalogue, you will find things that interest, and even excite you.

This collection is one of the oldest Old Master paintings collections in America. The Attorney General of the State of New York and the Historical Society have therefore agreed to certain pre-emption rules in order to give New York State public institutions a priority in the purchase of these paintings. However, there has been so much confusion in the press as to exactly what these rules are, that I would like to set out the highlights in simple form to clear up some of the misconceptions that might have occurred. The full Rules Governing Pre-Emption are listed in the front of the catalogue:

- A qualified New York State public institution can pre-empt any lot within seven days after the auction for the successful bid price, less a discount. The discount is 10% on a lot sold for \$25,000 or less; 5% if the lot is sold for more than \$25,000, but less than or equal to \$100,000; and 3% if the lot is sold for more than \$100,000 and more than the high estimate. The buyer's premium will be paid on the successful price bid at the auction, without discount.
- Each successful bidder at the auction will be notified within 14 days after the sale as to whether their purchase is final.

I hope that you will be able to come visit us in January and view this important collection as I think you will find it to be one of the most fascinating groups of pictures to come on the market in recent memory. There are paintings of all prices and all schools, and one can really say that there is something for everyone in the group. Heidi Chin, Christopher Apostle, Scott Schaefer, Andrea Kust and I, and all the others on our staff will be delighted to help you, so please do not hesitate to call with any questions you may have.

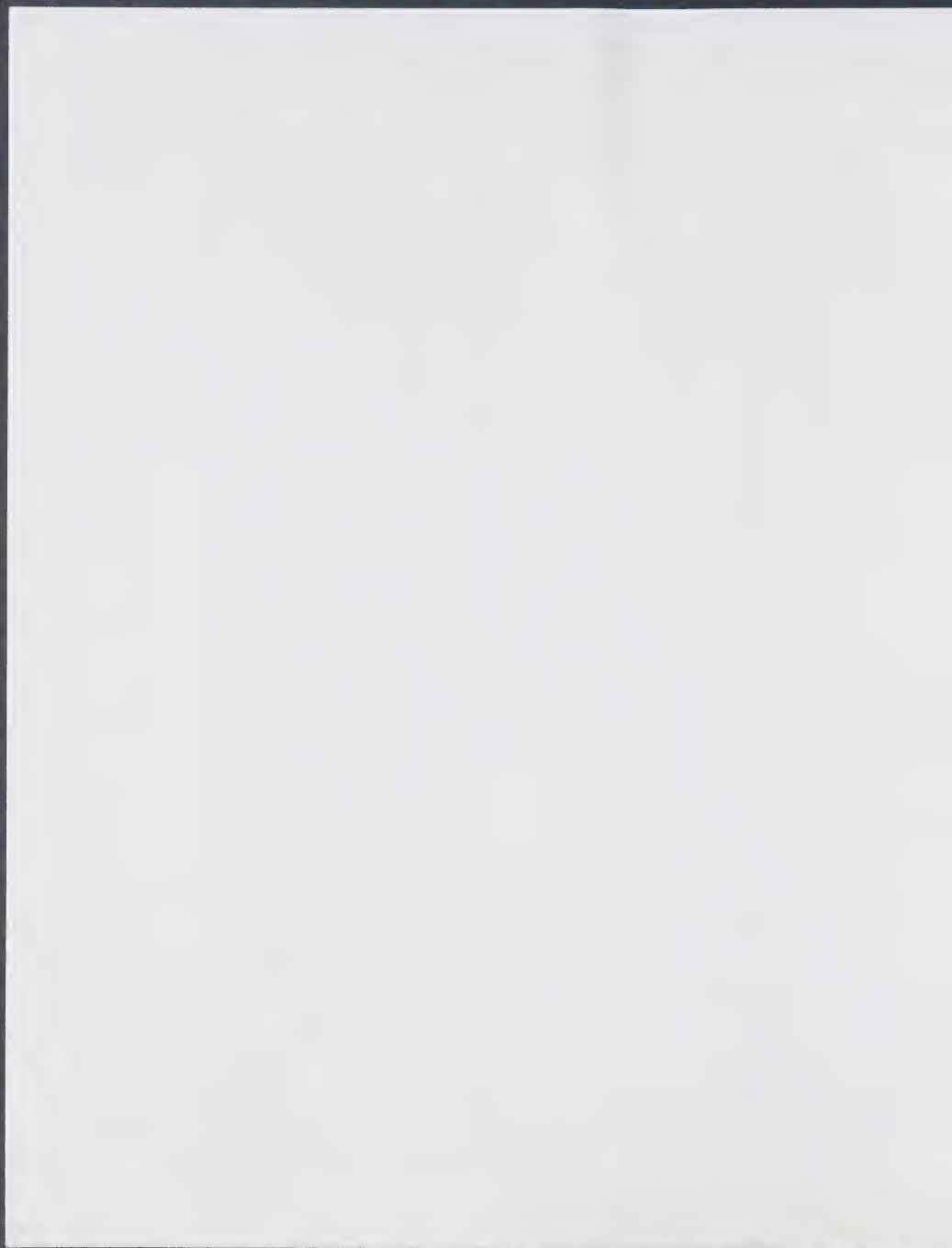
With all best wishes for a very happy holiday season, I remain,

Very truly yours,



George Wachter  
Senior Vice President  
Director  
Old Master Paintings Department





# SOTHEBY'S

FOUNDED 1744

1334 York Avenue  
New York, New York 10021  
Telephone: (212) 606-7000

January 19, 1995

Dear Purchaser:

Thank you for your recent participation in our auction of The New-York Historical Society Collection of Old Master Paintings that was held on January 12, 1995. We are pleased to confirm that your lot was not pre-empted and that you were the successful purchaser at the auction. We have therefore enclosed an invoice reflecting your purchase. Payment for your purchase is due on or before February 9, 1995 unless a prior credit arrangement has been established. We have enclosed a Shipping Instruction Form for your convenience.

As many of you know, there was an announcement made at the sale concerning a claim to the Bryan paintings. The claim has now been resolved and thus payment for those lots is also due.

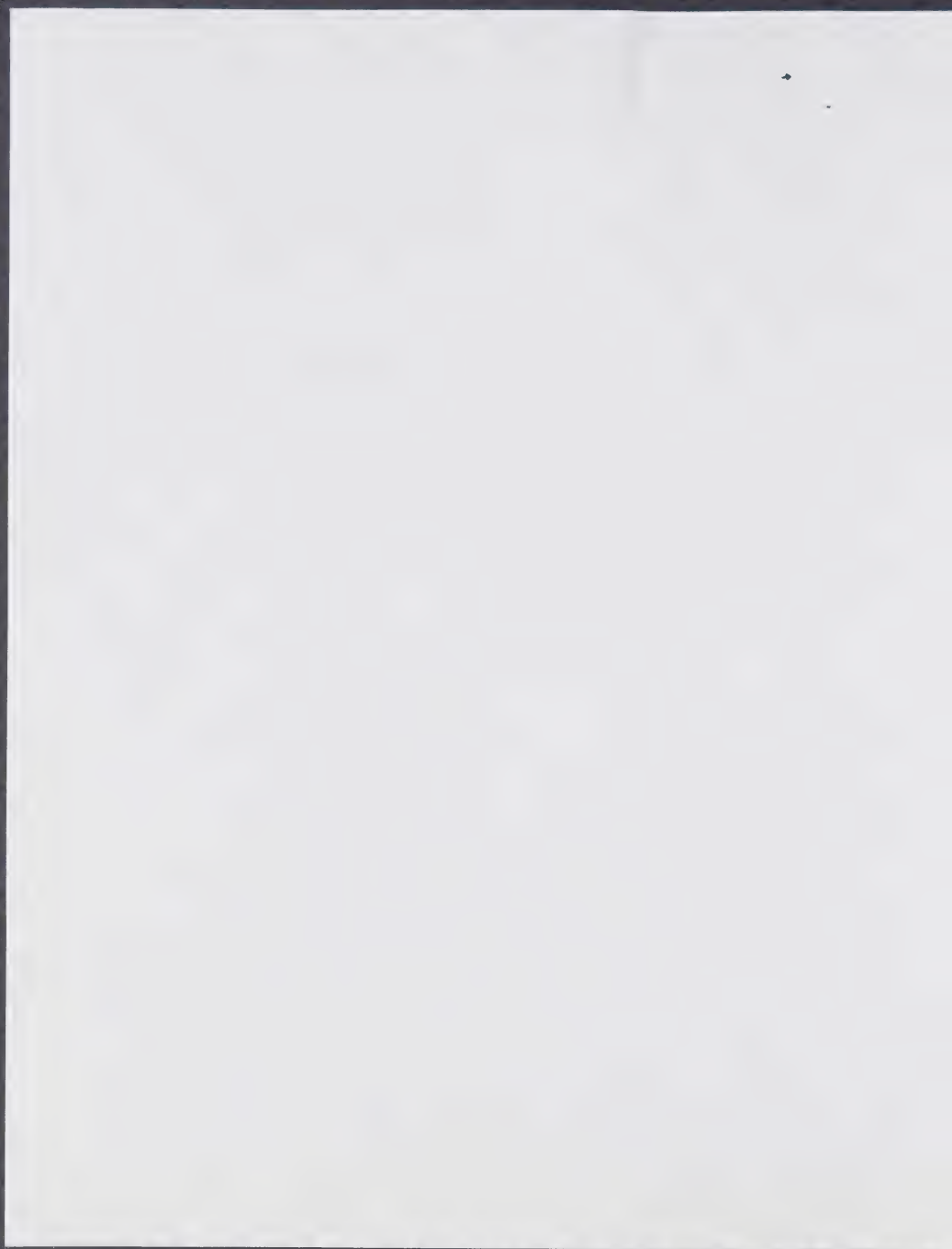
Should you have any questions please do not hesitate to call me at (212) 606-7485.

Sincerely,



Roberto J. Caballero  
Assistant Vice President  
Finance





PLEASE TYPE OR PRINT YOUR INSTRUCTIONS AND SIGN BELOW. PLEASE COMPLETE ALL PARTS OF THIS FORM.  
WE REGRET WE CANNOT ACCEPT INSTRUCTIONS BY TELEPHONE.

ACCOUNT NAME AND NUMBER	
SALE NO. (S)	LOT NO. (S)
COMPANY	DATE

I will arrange shipping for the above lots by

Please arrange packing and shipping on my behalf: I understand that I will be responsible for all fees incurred.

For information and estimates on shipping costs, please contact the Art Transport Department, (212) 606-7511

SHIP TO / NAME AND ADDRESS

HOME PHONE NO.	BUSINESS PHONE NO.	FAX NO.
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**IN TRANSIT INSURANCE. IF WE DO NOT RECEIVE INSTRUCTIONS IN THIS SECTION, WE WILL AUTOMATICALLY INSURE SHIPMENTS AT PURCHASER'S EXPENSE.**

- Please arrange in transit insurance coverage in the amount of the total purchase price for each lot. \*Insurance is a fine art "all risk" policy arranged through our shippers.
- Do not arrange in transit insurance. I acknowledge full risk and responsibility for any risk of loss or damage to purchased lots, from and after the fall of the auctioneer's hammer, as provided in the Conditions of Sale.

**CHECK DESIRED CARRIER.** Sotheby's reserves the right to amend shipping instructions in order to comply with carrier or insurance requirements. If instructions are amended, we will notify you.

- |   |  |   |   |
|---|--|---|---|
| <input type="checkbox"/> REGISTERED MAIL (DOMESTIC)     | <input type="checkbox"/> AIR FREIGHT * | FEDERAL EXPRESS*                          | UPS * (DOMESTIC)                        |
| <input type="checkbox"/> AIR MAIL (INTERNATIONAL)       |  | <input type="checkbox"/> PRIORITY         | <input type="checkbox"/> OVERNIGHT OR   |
| <input type="checkbox"/> TRUCK *                        |  | <input type="checkbox"/> OVERNIGHT        | <input type="checkbox"/> 2 - DAY OR     |
| <input type="checkbox"/> BRINKS (BUSINESS ADDRESS ONLY) |  | <input type="checkbox"/> ECONOMY (2 -DAY) | <input type="checkbox"/> GROUND (5 DAY) |
| <b>PLEASE ALLOW 4-6 WEEKS FOR DELIVERY.</b>             |  | <input type="checkbox"/> INTERNATIONAL    | <input type="checkbox"/> INTERNATIONAL  |

\*Air Freight, UPS (domestic), Federal Express (domestic) and trucking are sent collect unless arrangements are made to prepay shipment. An invoice will follow for all other methods of shipping. Jewelry, coins and watches will be shipped prepaid. The purchaser is responsible for all importation charges to the country of destination.

Fragiles must be crated to meet our shipper's insurance requirements:

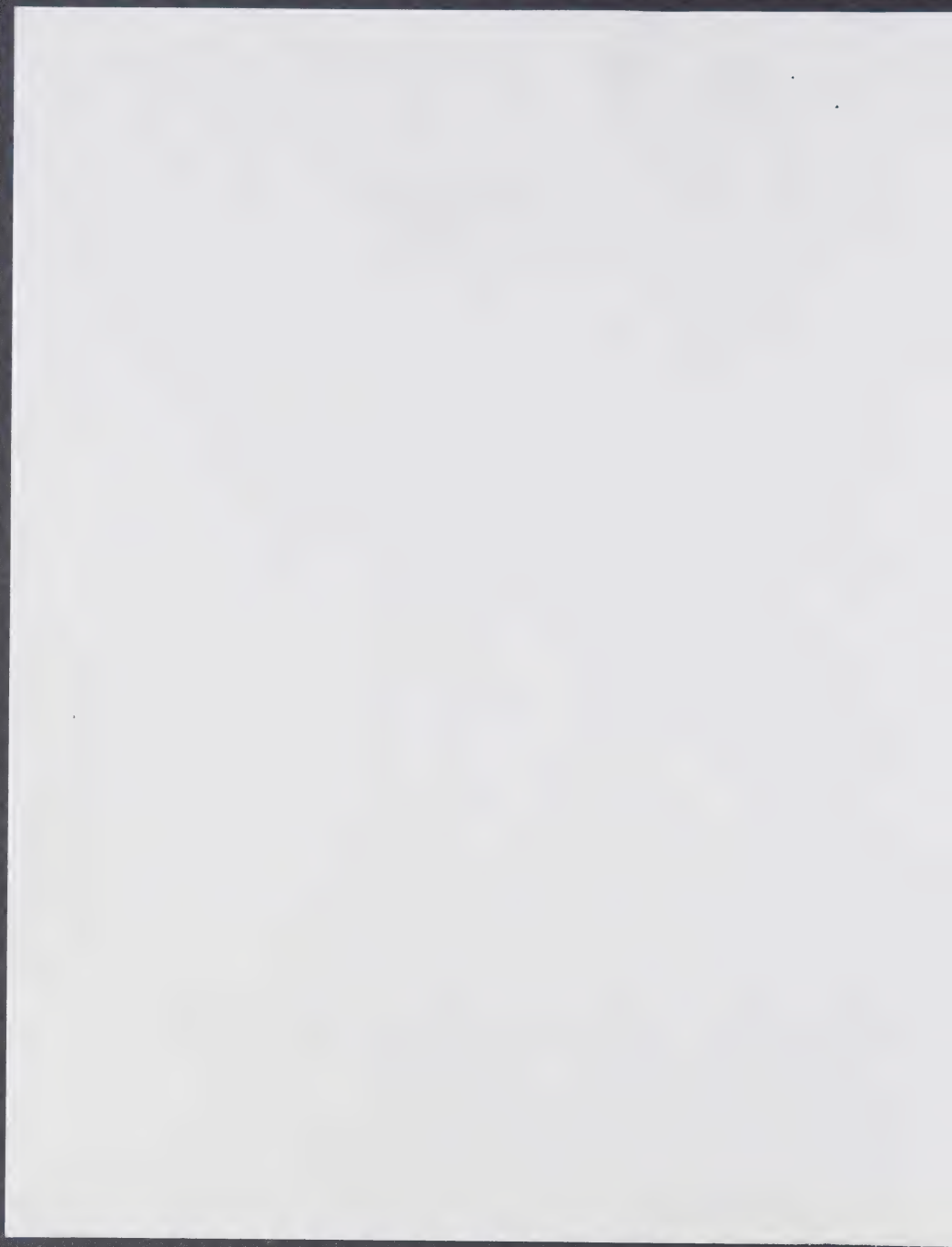
- CRATE       SOFTPACK
- Do not remove prints from frames. Glass will be taped.       Please remove prints from frames. (Note: Frames will be discarded.)

Sotheby's subcontracts all packing and shipping. Sotheby's will instruct packers and carriers on your behalf upon receipt of payment and instructions. Your attention is drawn to the Conditions of Sale which require payment and clearance promptly after the sale. In default of these conditions, lots may be transferred to a public warehouse at the risk and expense of the purchaser. As stated in the Conditions of Sale, we are not responsible for the acts or omissions of carriers or packers, whether or not recommended by us. Packing and handling of purchased lots by us is at the entire risk of the purchaser. To avoid storage charges, please arrange removal of purchases as soon as possible.

SIGNATURE	DATE
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**I would like to prepay shipping cost. Please bill my Visa or Mastercard below:**

CARD NAME	ACCT #	EXPIRATION DATE	SIGNATURE
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ALFRED BADER FINE ARTS

DR. ALFRED BADER

ESTABLISHED 1961

January 30, 1995

Via Fax 212 606 7039  
Confirmation by Mail

Mr. Christopher Apostle  
Sotheby's  
1334 York Avenue  
New York, New York 10021

Dear Chris:

I am sorry that we didn't have a chance to chat during that busy week of your two very successful sales. You may have noticed that I was the underbidder on many pictures, but was able to purchase only one from the New York Historical Society, the battle scene.

I have a number of paintings in Milwaukee which I would like to consider selling through Sotheby's, and when next you visit the Middle West please visit with me.

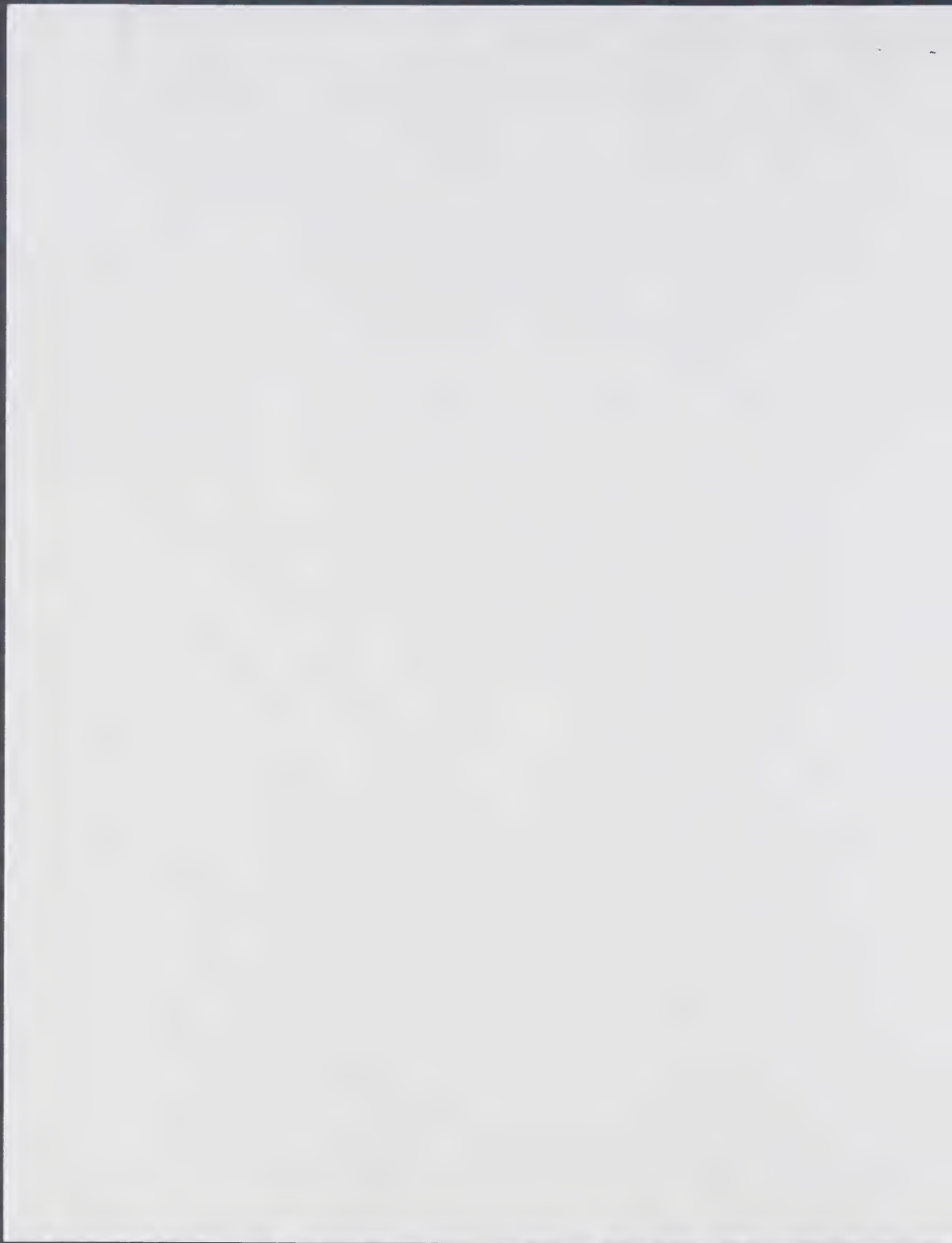
I own one quite interesting, large ship scene by M. van Plattenberg, together with a friend and competent dealer, Lewis Nierman, in Plantation, Florida. I hope you don't mind my suggesting to Lewis that he send the painting to you for your May sale. Please let me know when you have seen it, what you think a modest reserve and estimate should be.

If the last two sales showed anything, it was that the market is alive, and that low reserves and estimates don't hurt the outcome.

Please let me know what you think, and I trust that you will give me your usual good conditions, i.e., no charges for buyback, photography, insurance and no commission to be paid by me.

I also own a large van Dyckian portrait which is with a friend in Cocoa Beach, Florida. Do you have a service whereby a trucker who knows how to handle paintings, picks up paintings in Florida and takes them to you in New York, in this case at my expense. If so, I would like to consider consigning this painting to you and am sending you a snapshot by mail.

*By Appointment Only*  
ASTOR HOTEL SUITE 622  
924 EAST JUNEAU AVENUE  
MILWAUKEE WISCONSIN USA 53202  
TEL 414 277-0730 FAX 414 277-0709





Mr. Christopher Apostle  
Sotheby's  
January 30, 1995  
Page Two

The painting is with an Indiana dealer friend of mine who has a condominium in Florida, Lee Howard whose address there is Beach Winds No. 511, 650 N. Atlantic Avenue, Cocoa Beach, Florida 32931, telephone 407 799 2637.

Unfortunately, the British government has stopped the export of the beautiful Liss I bought in December, and so I will fly to London late this afternoon to argue with the National Heritage Committee.

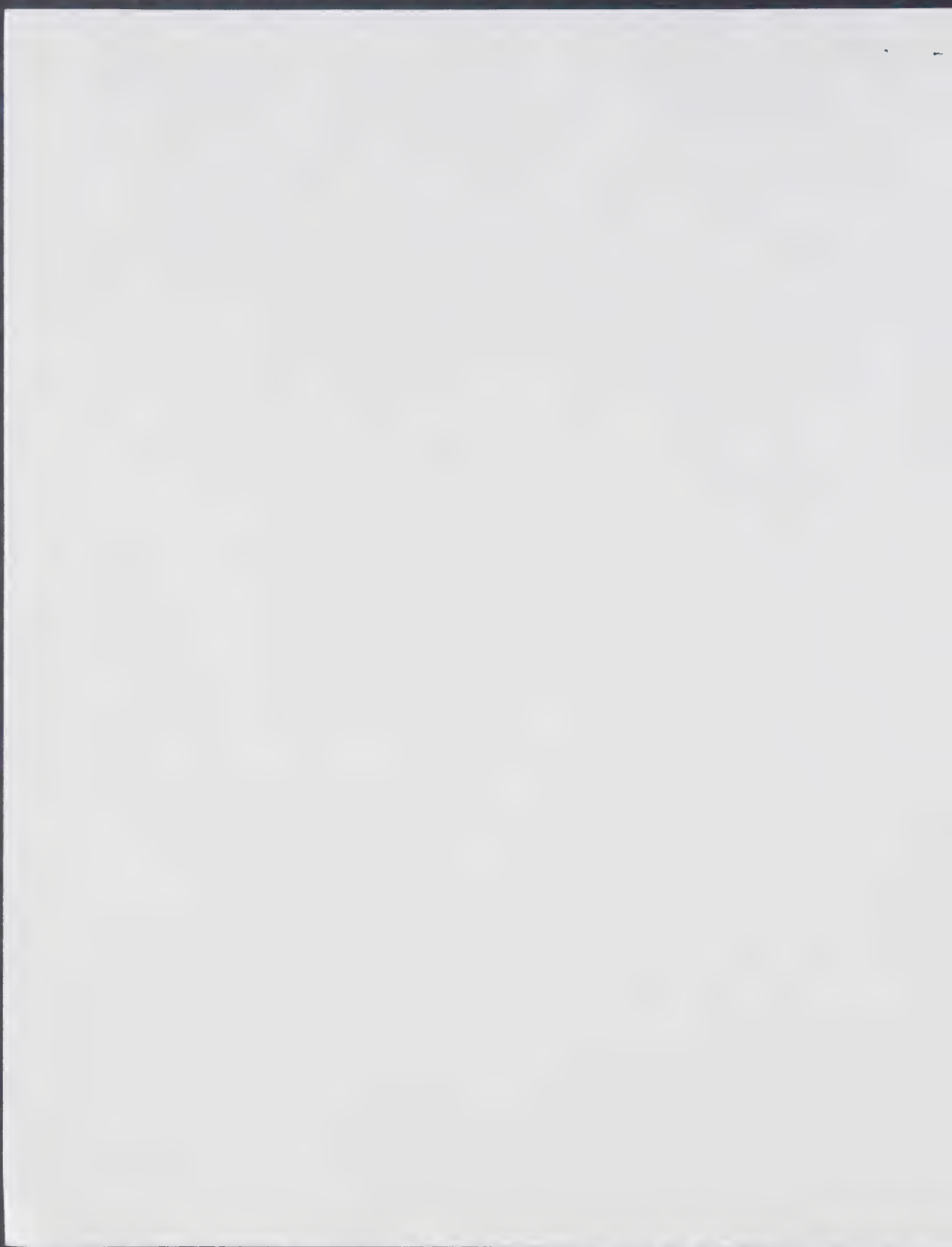
I will be back this coming Sunday, February 5th, and would appreciate your reply either by fax today or by fax later in the week, to which I can then reply next Monday.

Many thanks for all your help, and best personal regards.

Sincerely,

Enclosure

c: Mr. Lee Howard  
Mr. Lewis Nierman



SCIENTIFIC

## Facsimile Cover Sheet

By \_\_\_\_\_

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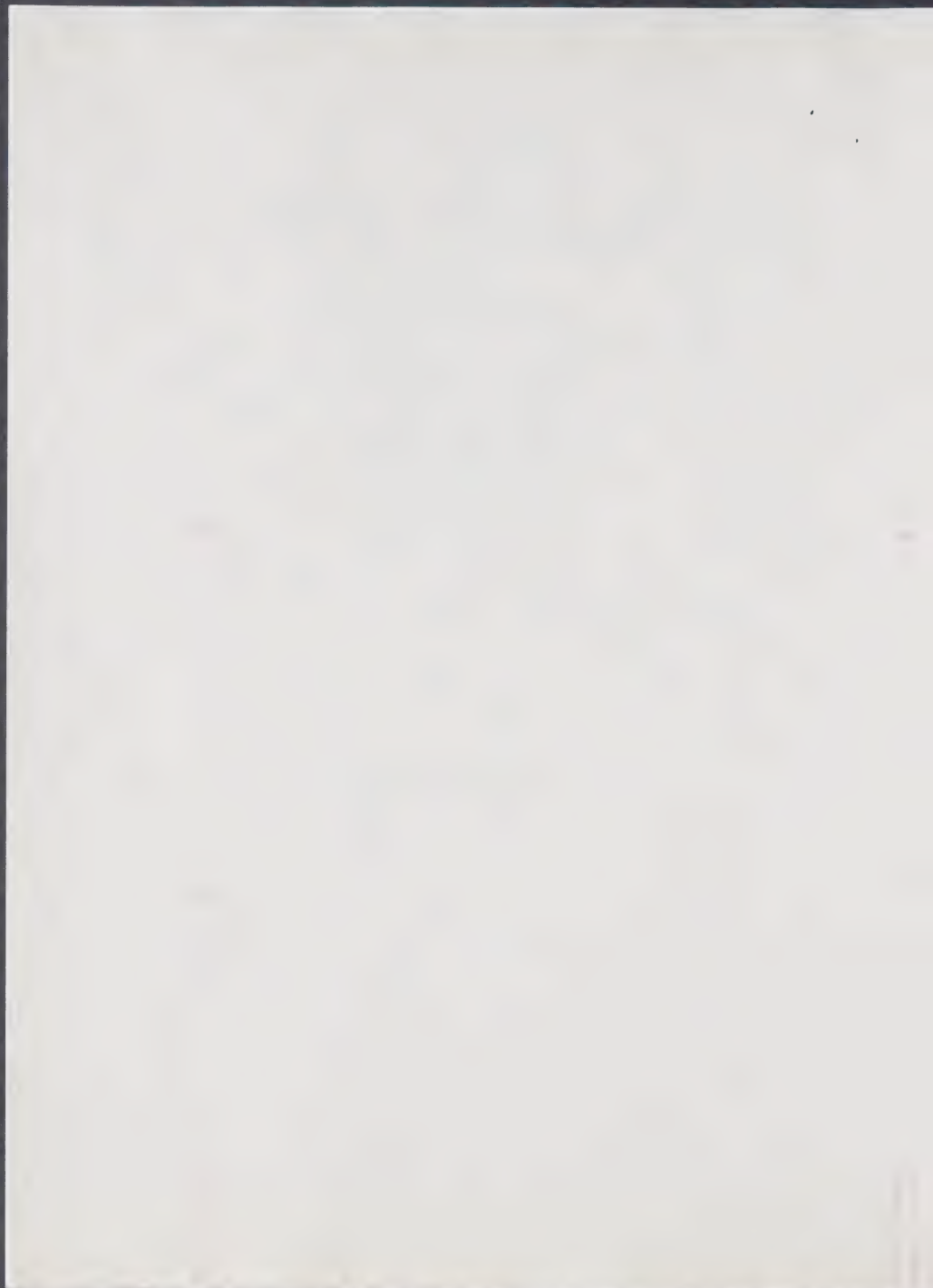
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ALFRED BADER FINE ARTS

DR. ALFRED BADER

ESTABLISHED 1961

Ms. Stephanie Sparovias  
Old Masters, Pottery.

7. 11 951

Dear Ms. Sparovias

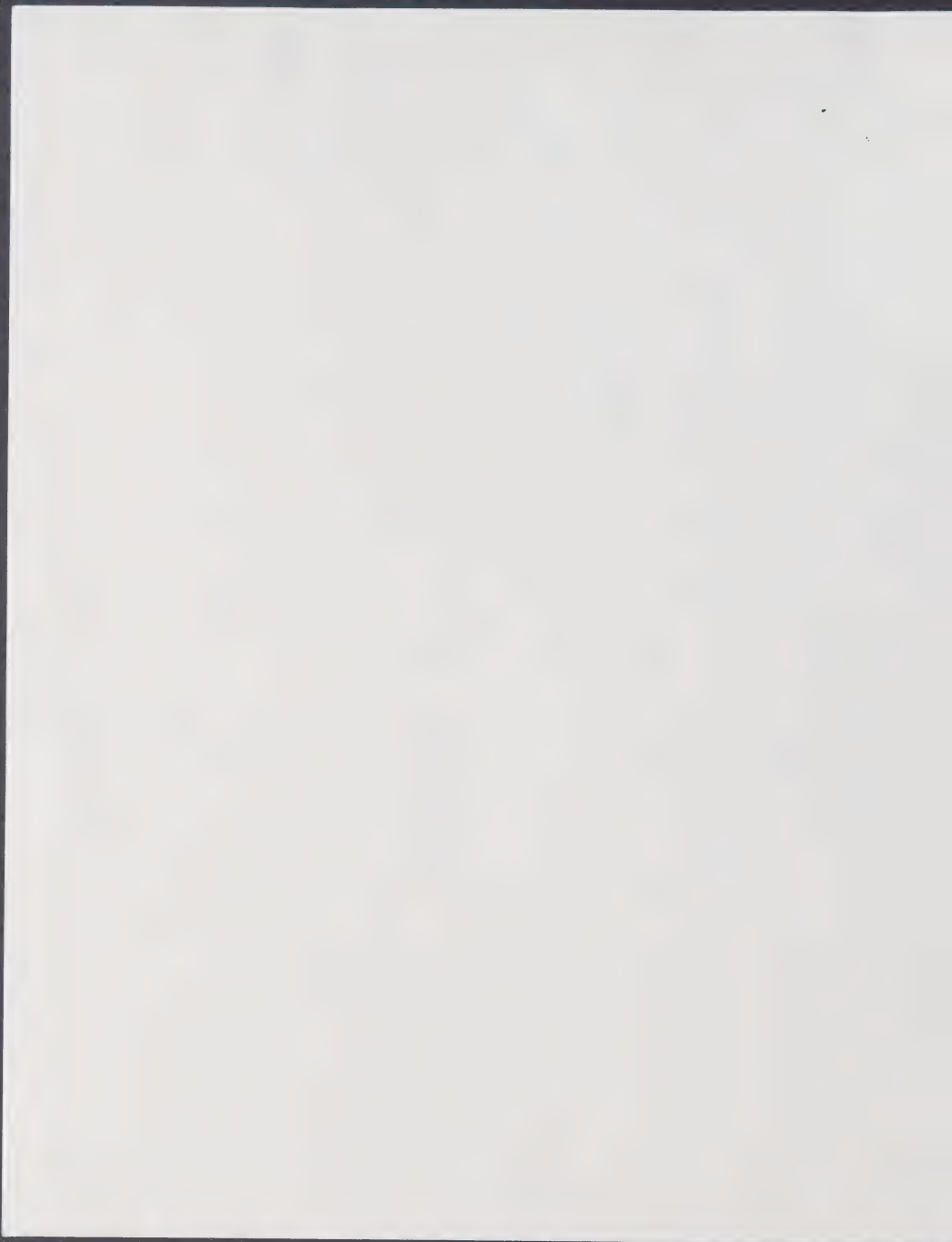
Thank you for your fax of to-day.  
I look forward to seeing Mr. Apostle  
in Milwaukee soon.

When you speak to him, please  
remind him that I left a large 17th  
century Van Dyckian portrait with a  
dealer friend in Florida, Lee Sporn, a  
phone 407 799 2637 (no fax) in  
Cocoa Beach. Lee needs guidance how  
to get the portrait from Cocoa Beach  
to you in New York.

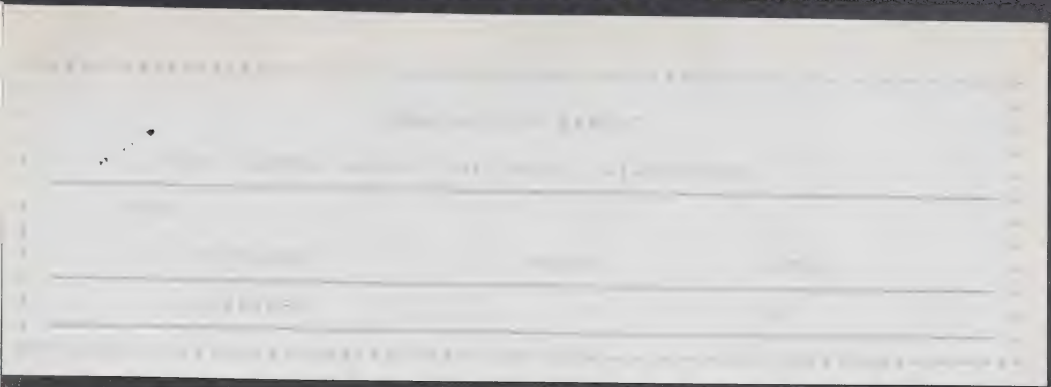
Best regards

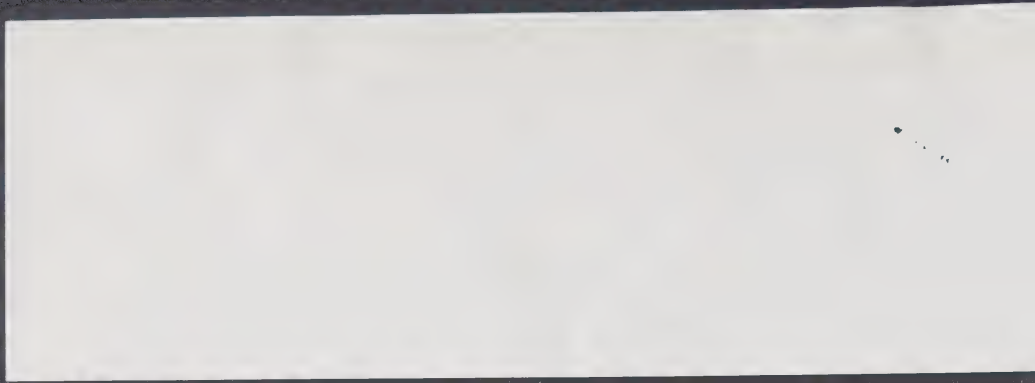
Alfred Bader

By Appointment Only  
ASTOR HOTEL SUITE 622  
924 EAST JUNEAU AVENUE  
MILWAUKEE WISCONSIN USA 53202  
TEL 414 277-0730 FAX 414 277-0709









# Facsimile Cover Sheet

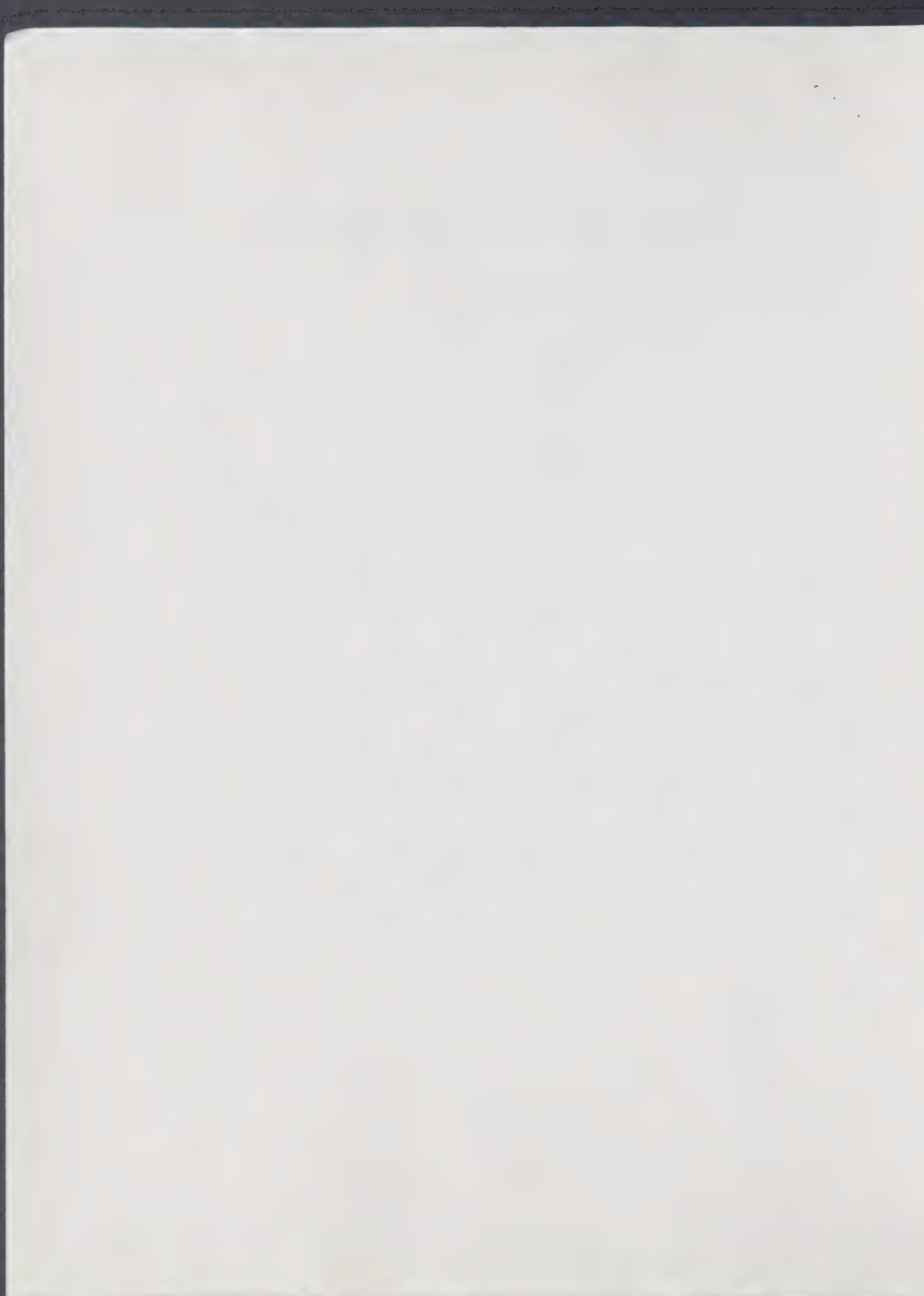
To: \_\_\_\_\_  
Company: \_\_\_\_\_  
Title: \_\_\_\_\_

From: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip: \_\_\_\_\_

Transmitting Office: \_\_\_\_\_  
Date: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_  
\_\_\_\_\_



FAX FROM

DR. ALFRED R. BADER  
Suite 622  
924 East Juneau Avenue  
Milwaukee, Wisconsin 53202  
Telephone 414-277-0730  
Fax No. 414-277-0709

212 606 7039

To: Christopher Apostle  
Pottery

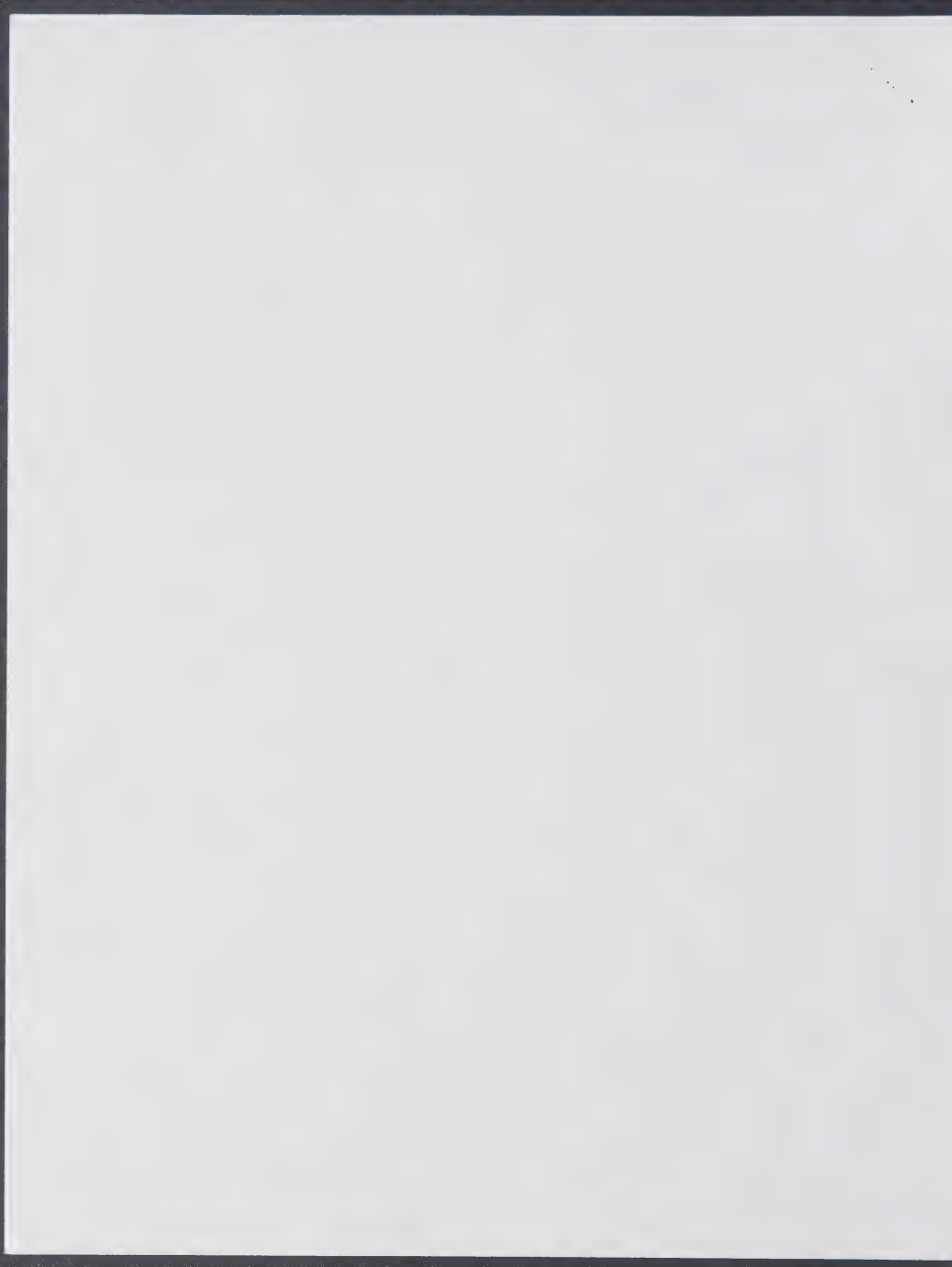
Dear Christopher:

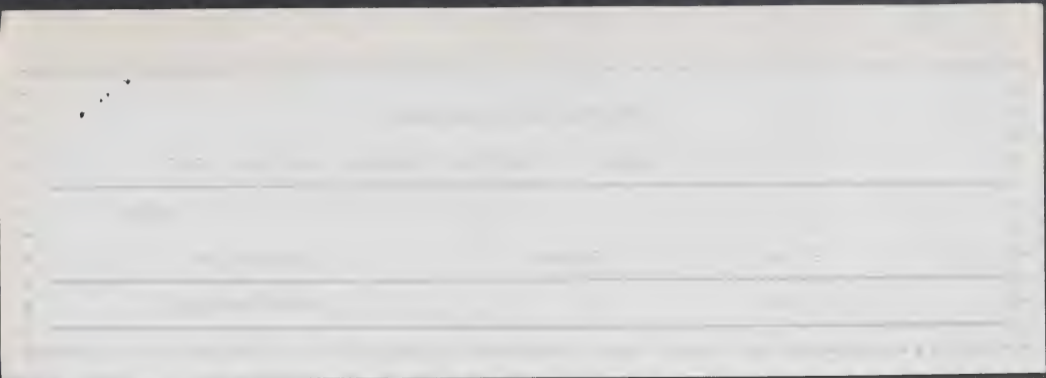
I have to be in Tennessee  
from the 17 to the 22. of February.

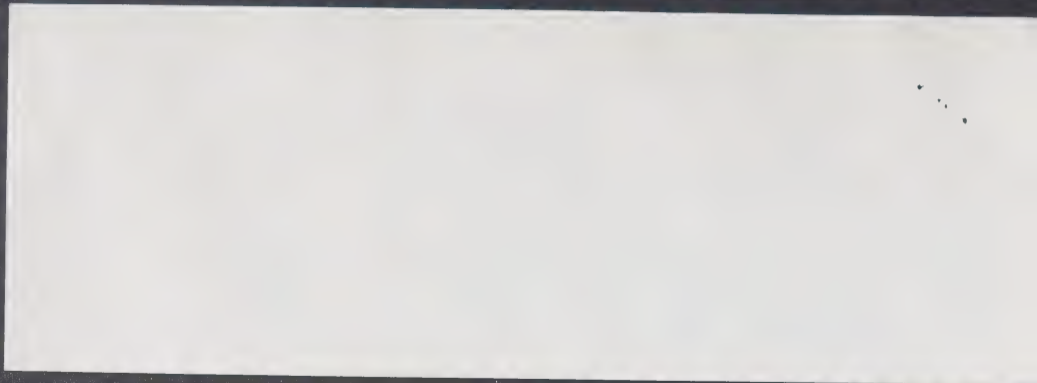
Best wishes

Alfred

2/6/95.









FAX FROM

DR. ALFRED R. BADER  
Suite 622  
924 East Juneau Avenue  
Milwaukee, Wisconsin 53202  
Telephone 414-277-0730  
Fax No. 414-277-0709

January 23, 1995

To: Ms. Heidi Chin  
Sotheby's

212 606 7039

Dear Ms. Chin:

This is to confirm our conversation last week regarding several paintings.

Alfred Bader Fine Arts purchased Lot 125 in the NYHS sale for a hammer price of \$42,000, and on January 16th I sent the gallery check No. 1540 for \$48,300 to Dr. Otto Naumann and asked him to have the painting of the battle scene picked up and deliver the check to you.

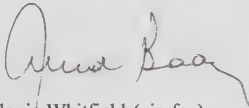
Since then, you have told me that my offer of \$18,000 plus 15% has been accepted for Lot 16, the Dutch-Italianate street scene in the Old Master afternoon sale. I will send you my check as soon I have received your invoice.

You also recorded my offer of \$18,000 plus 15% for Lot 80 in the NYHS sale, but you told me a decision has not yet been made.

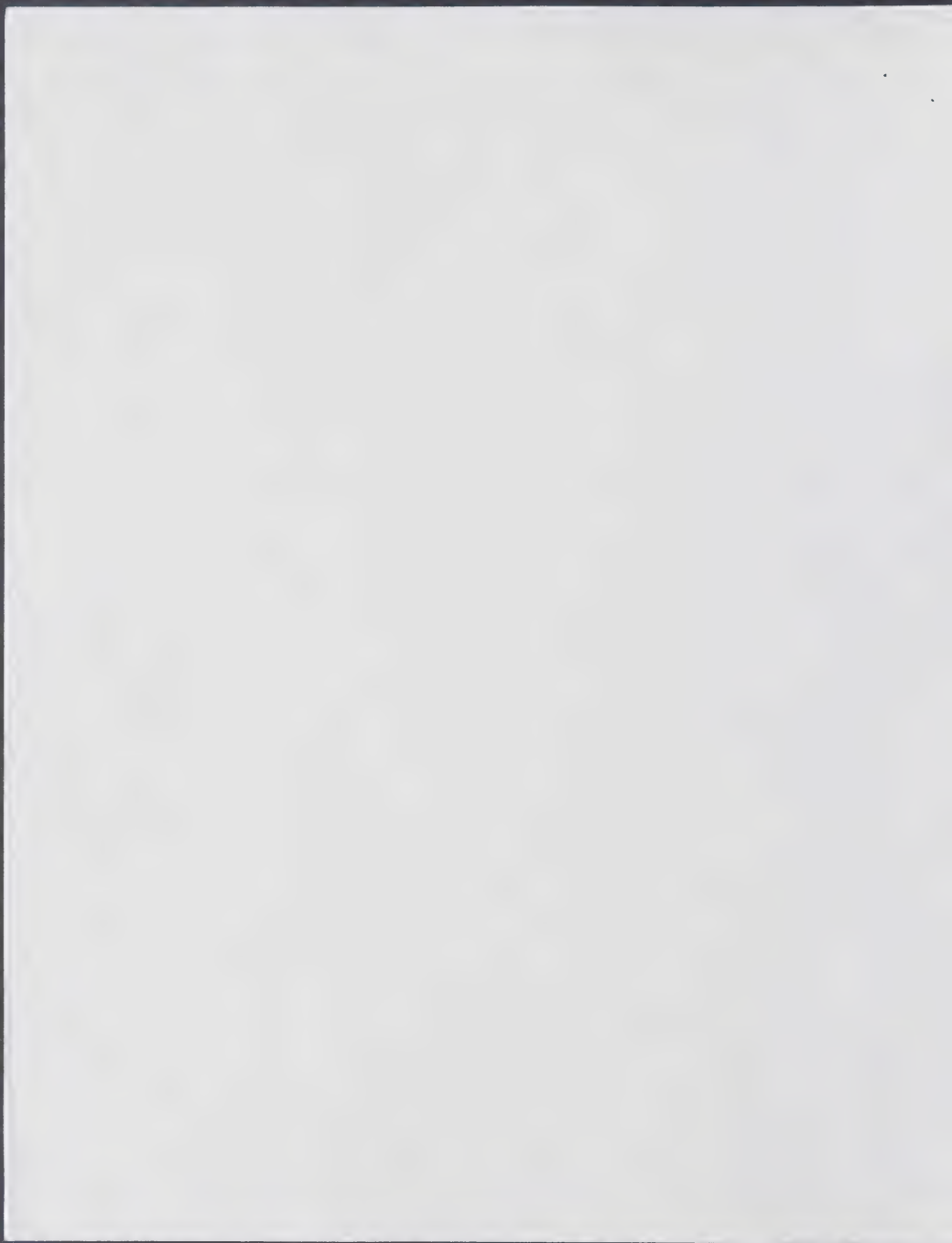
I would like to ask you to arrange for shipment of Lot 16 and Lot 80 (if accepted) together with other paintings purchased by Mr. Clovis Whitfield, specifically Lots 33, 43 and, I believe, 93 in your afternoon sale. I will pay for Lot 16 and Lot 80 (if accepted), and Mr. Whitfield, for the others, and he will be responsible for the shipping charges from New York to his gallery in London.

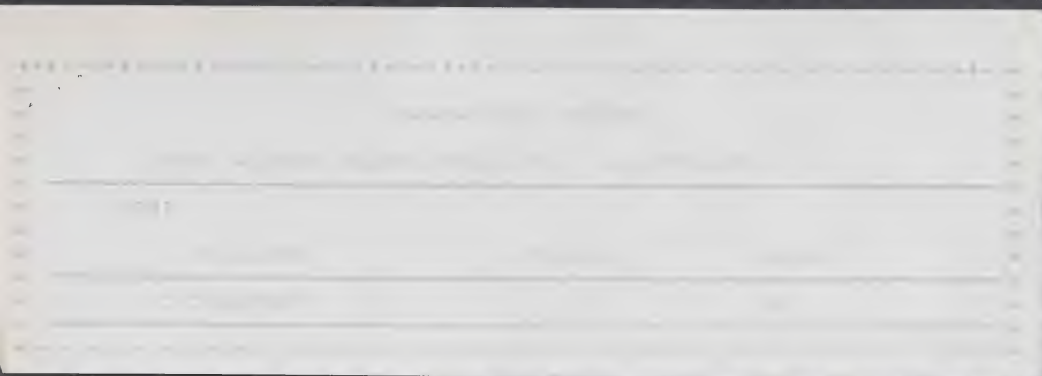
Many thanks for your help, and best personal regards.

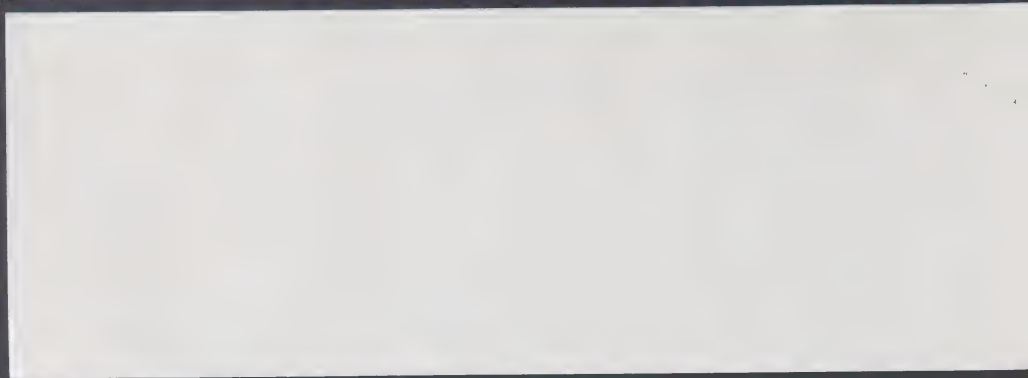
Sincerely,

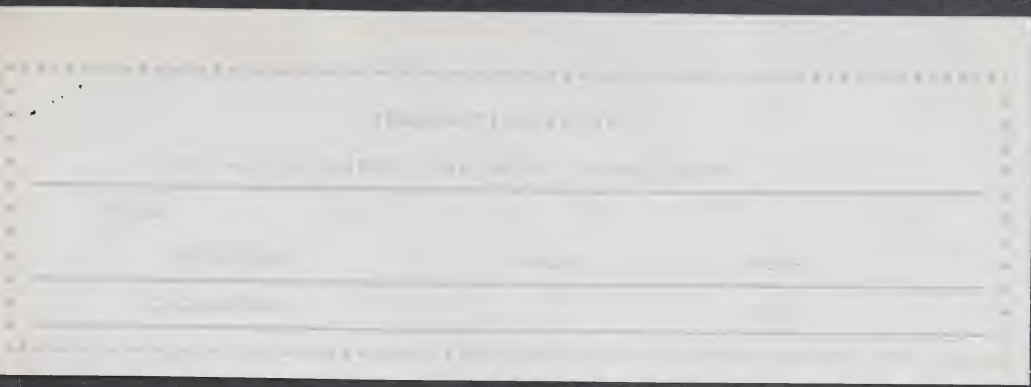


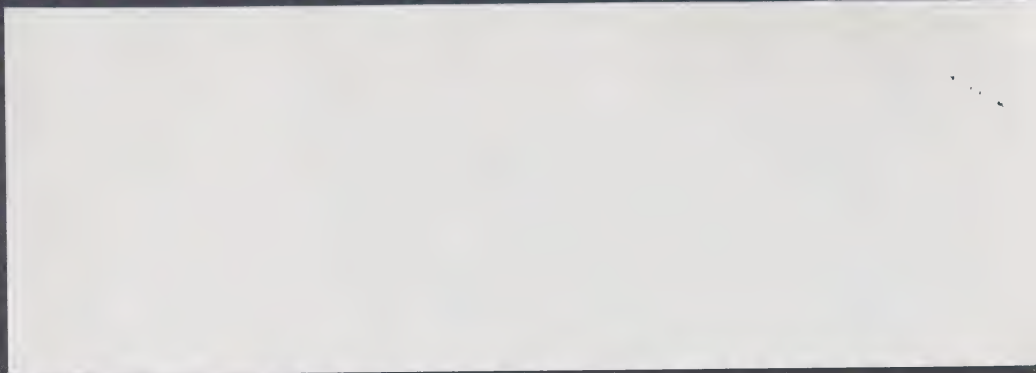
c: Mr. Clovis Whitfield (via fax)  
Mr. Robert Caballero, 212 606 7043











FAX FROM

DR. ALFRED R. BADER  
Suite 622  
924 East Juneau Avenue  
Milwaukee, Wisconsin 53202  
Telephone 414-277-0730  
Fax No. 414-277-0709

212 look 7039

To: Mr. Christopher Agostea  
Old Madison, Northrup

Dear Christopher

Please fast flight number and arrival  
time in Milwaukee next Tuesday.

Please also confirm receipt of 3  
paintings shipped to you from Florida

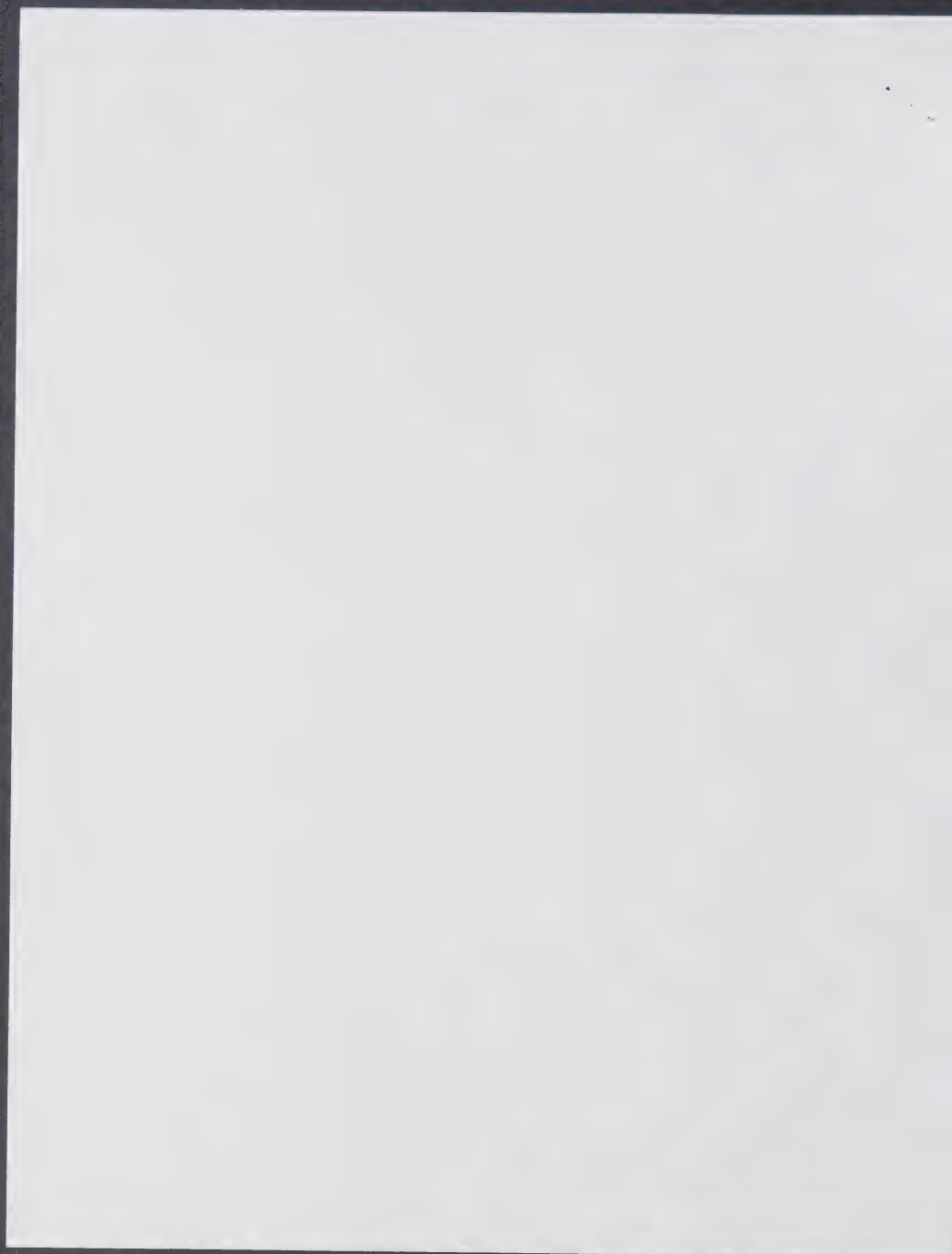
- (1) Stormy Sea, Platteau bay
- (2) Van Dyckian half-length of  
John of Warwick

- (3) Large Flemish altarpiece  
(this I like the best!)

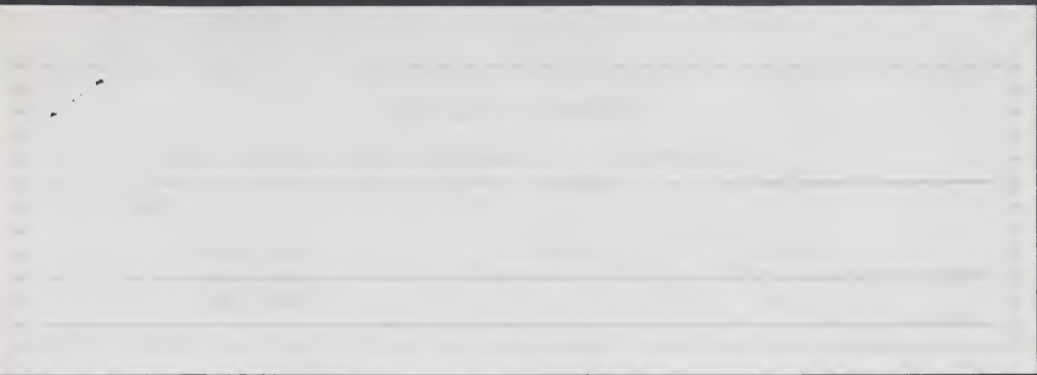
Best wishes

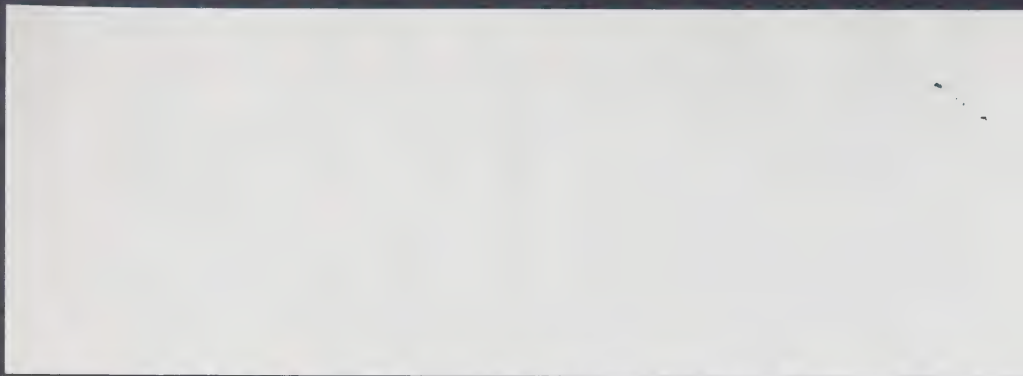
Alfred

24 II, 95.









# SOTHEBY'S

FOUNDED 1744

1334 York Avenue  
New York, New York 10021  
Telephone: (212) 606-7579  
Fax: (212) 606-7015

C. Hugh Hildesley  
Executive Vice President

March 9<sup>th</sup> 1995.

Dear Alfred,

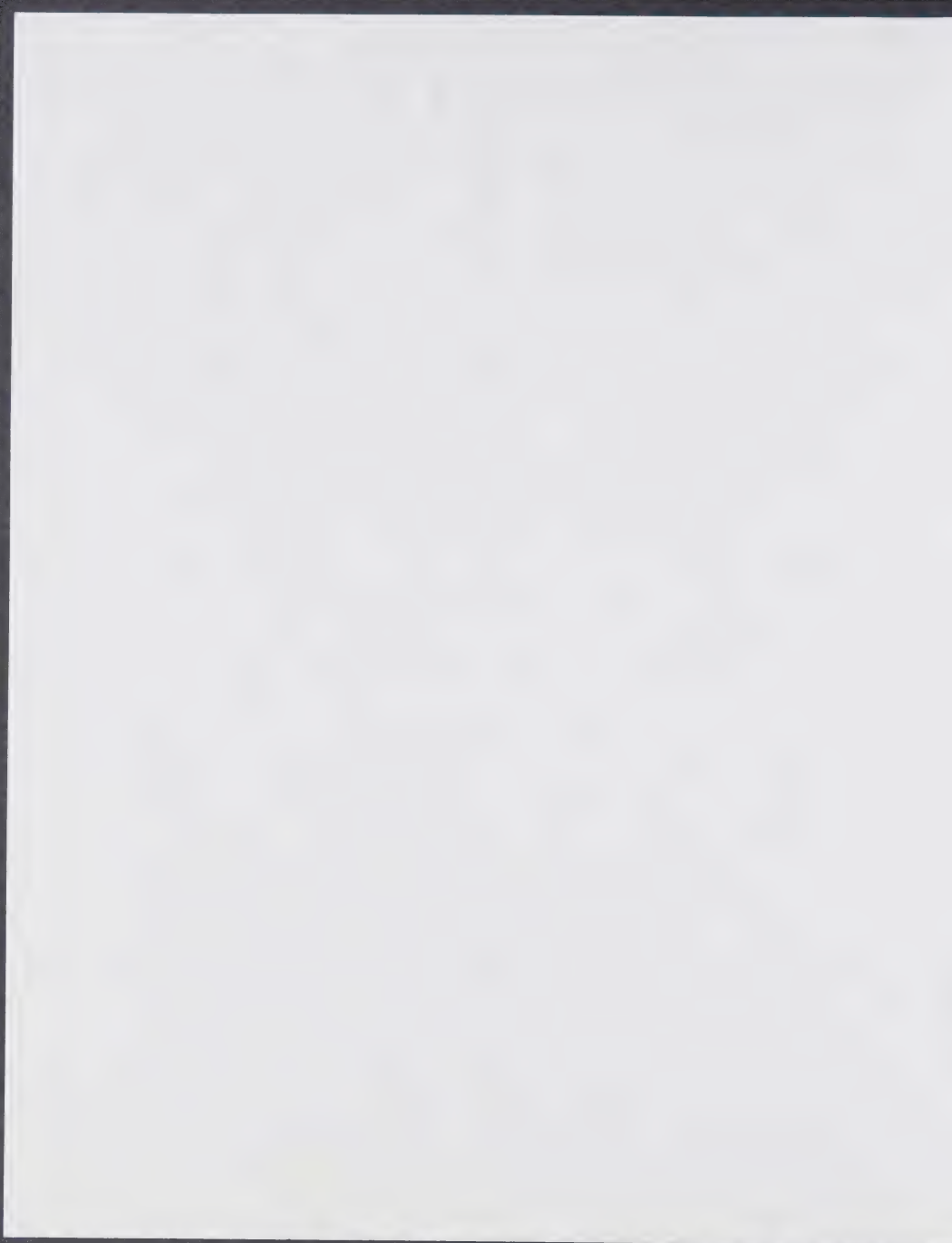
Having seen you in the distance at the Historical Society Sale, and having heard from Chris Apple that you look forward to getting reconnected, I write to say that I cannot wait to catch up with you after my twelve-year "sabbatical"!

Rumors of considerable activity in the art market on your part have us intrigued and ready to hop on a plane instantly to Milwaukee.

Let's connect by telephone soon — It feels great to be back in the art saddle —

Best regards to Helen,

Hugh



FAX FROM

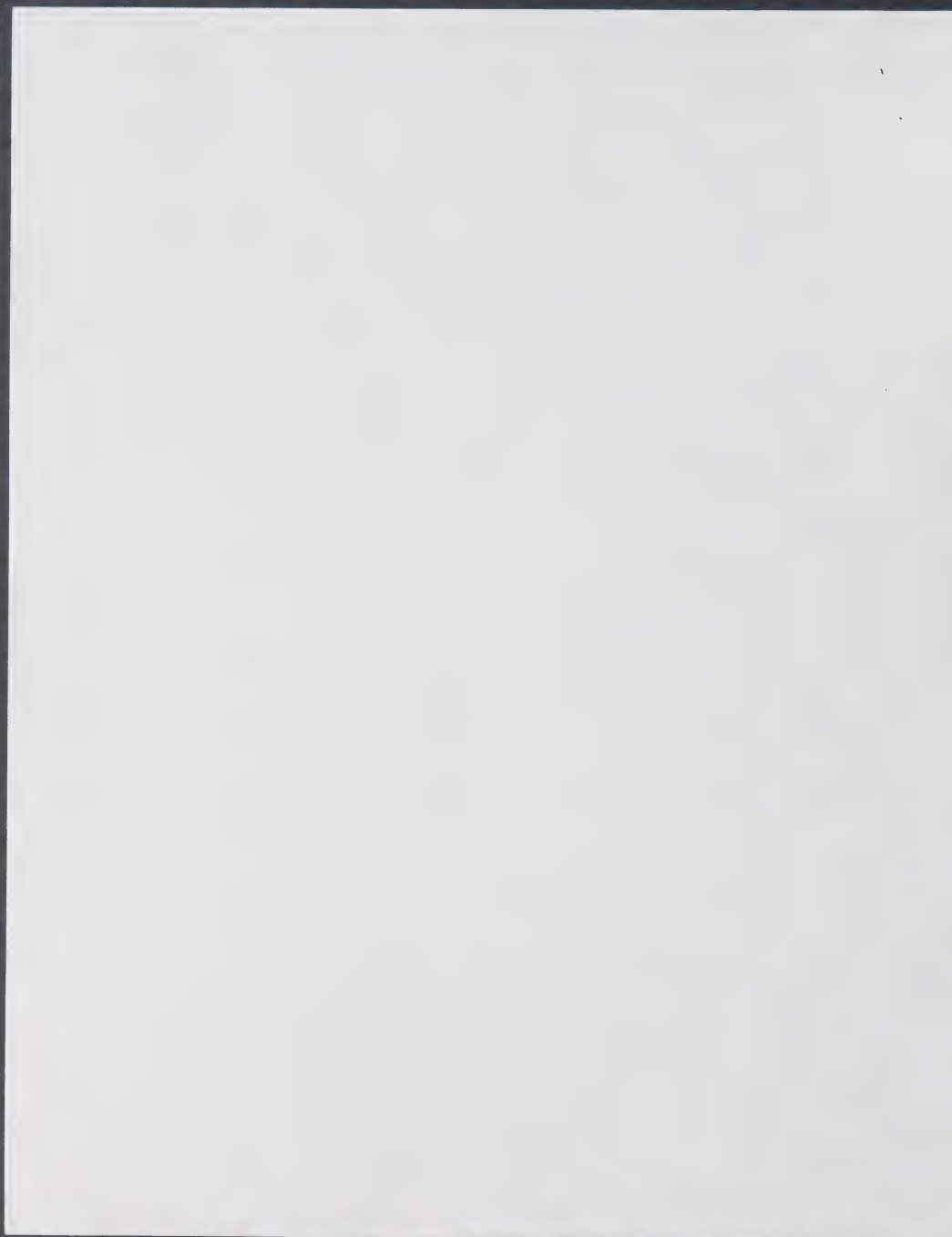
DR. ALFRED R. BADER  
Suite 622  
924 East Juneau Avenue  
Milwaukee, Wisconsin 53202  
Telephone 414-277-0730  
Fax No. 414-277-0709

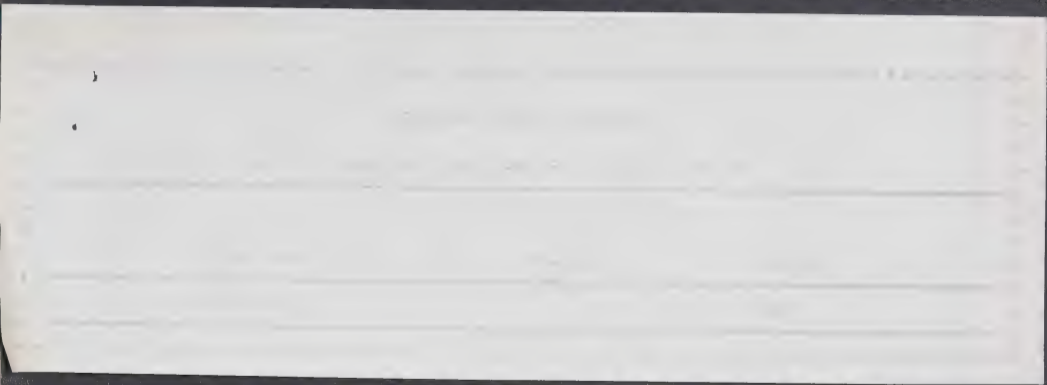
To: Christopher T. Apostle  
Fax: 212/606-7039

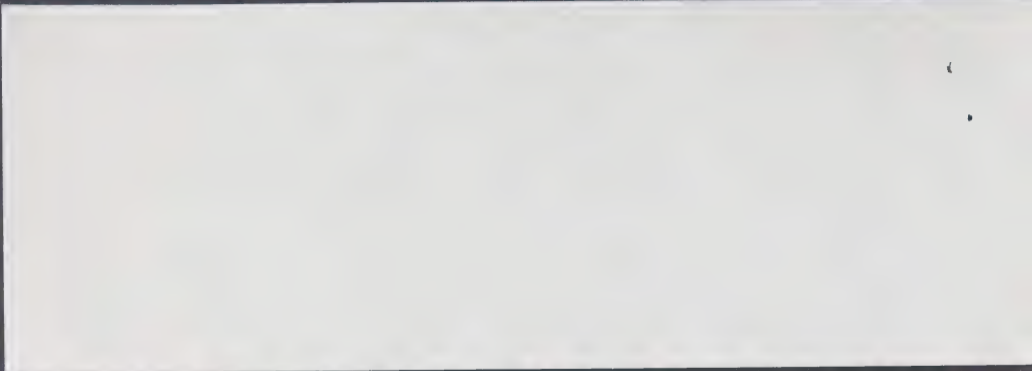
From: Cheryl Weiss  
Assistant to Dr. Bader

Message:

I am in receipt of your three-page fax to Dr. Bader. However, Dr. Bader is out of town until Friday. May I suggest that you call him then? Thank you!











ALFRED BADER FINE ARTS

DR. ALFRED BADER

March 30, 1995

ESTABLISHED 1961

**CONFIDENTIAL**

Mr. Christopher Apostle  
Old Master Paintings  
Sotheby's  
1334 York Avenue  
New York, NY 10021

Dear Christopher:

We have sent you today by the Icon Group (Fine Arts Crating, Transportation and Storage) the two paintings which you picked for one of your next arcade sales, namely the French late-18th Century *Psyche and Cupid* with an estimate of \$3,000-5,000 and a reserve of \$3,000 with discretion, as well as the large *Circle of Rocca* with an estimate of \$2,000-3,000 and a reserve of \$2,000, again with discretion.

As you know me so well and can vouch for me, may I ask you to be a *postillon d'amour* to your American Paintings Department?

In your arcade sale #1499, there is a painting, #160 by George Ames Aldrich, with an estimate of \$2,000-3,000. Ms. Tiffany Thomas very kindly sent me the condition report.

Could you please ask the Department to enter my bid up to \$2,200 hammer price?

I much look forward to seeing your May catalogue and hope also to be able to purchase some paintings.

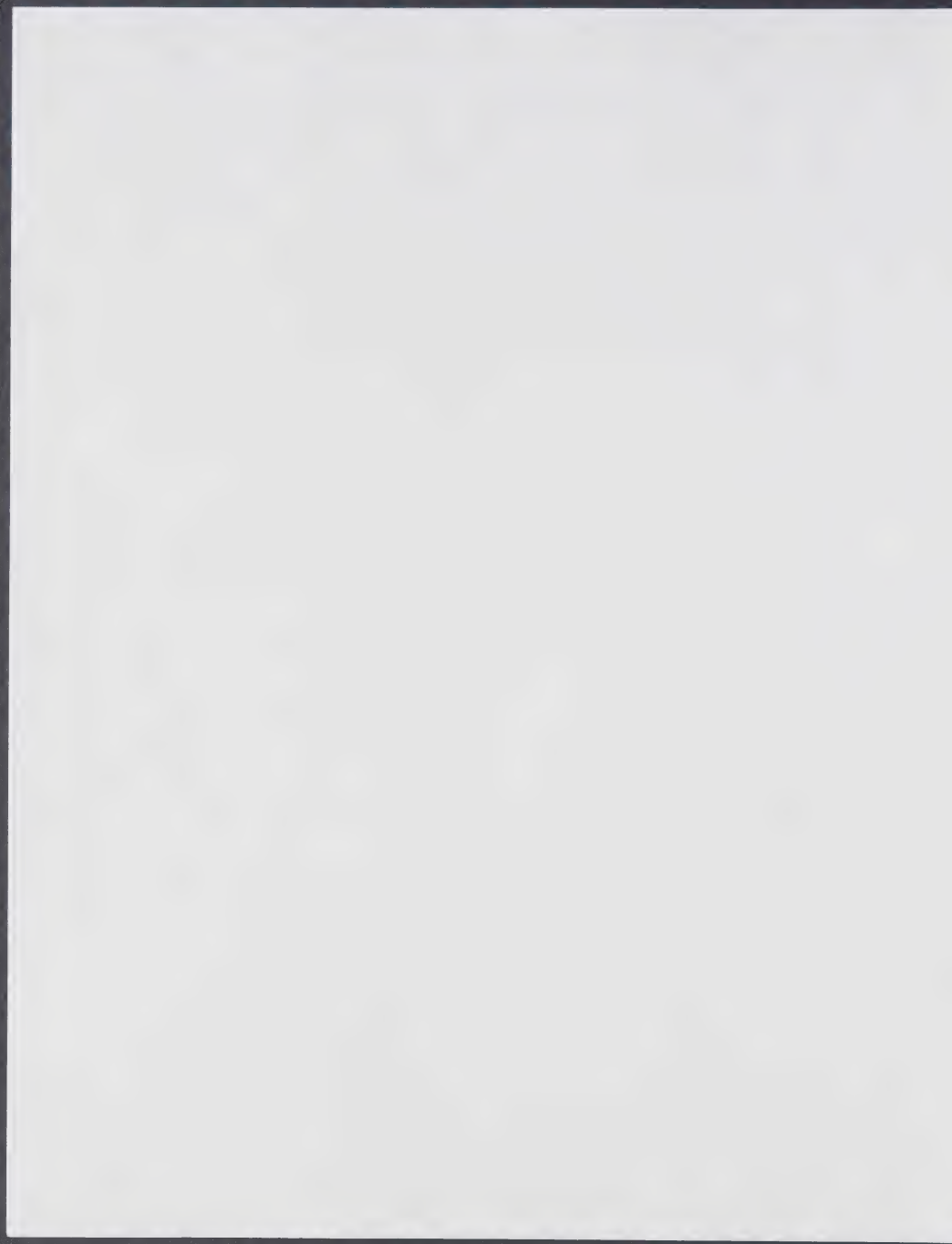
With all good wishes, I remain,

Yours sincerely,

AB/cw

bc: Lee Howard

*By Appointment Only*  
ASTOR HOTEL SUITE 622  
924 EAST JUNEAU AVENUE  
MILWAUKEE WISCONSIN USA 53202  
TEL 414 277-0730 FAX 414 277-0709



SCOTTISH

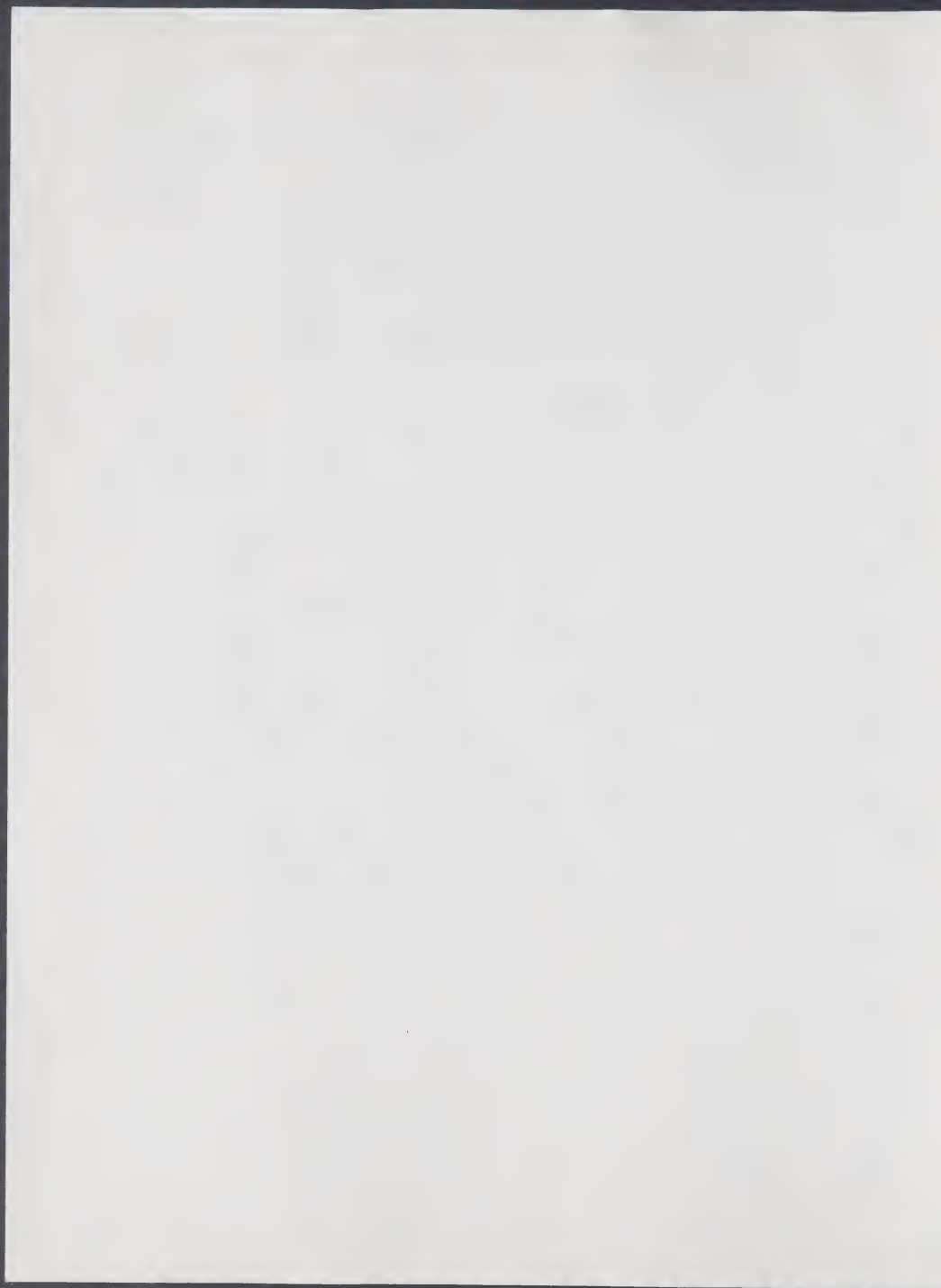
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THE SCOTTISH



FAX FROM:

DR. ALFRED R. BADER  
Suite 622  
924 East Juneau Avenue  
Milwaukee, Wisconsin 53202  
Telephone 414-277-0730  
Fax No. 414-277-0709

TOTAL PAGES: 1

DATE: February 17, 1995

TO: Mr. Christopher Apostle  
Sotheby Parke-Bernet Galleries  
New York, New York 10021  
Fax No. 212-606-7039

FROM: Dr. Alfred R. Bader

Dear Christopher,

I much look forward to seeing you on February 28.

Next week you will be receiving a large and very beautiful altar piece, Flemish circa 1580 - 1600 which will be shipped to you by Lewis Nierman in Plantation.

I would appreciate you looking at that work before you come to Milwaukee. We can then discuss the three works which I have sent you namely this altar piece, the ship scene and the Van Dyckian portrait all of which are coming from Florida

With all good wishes,

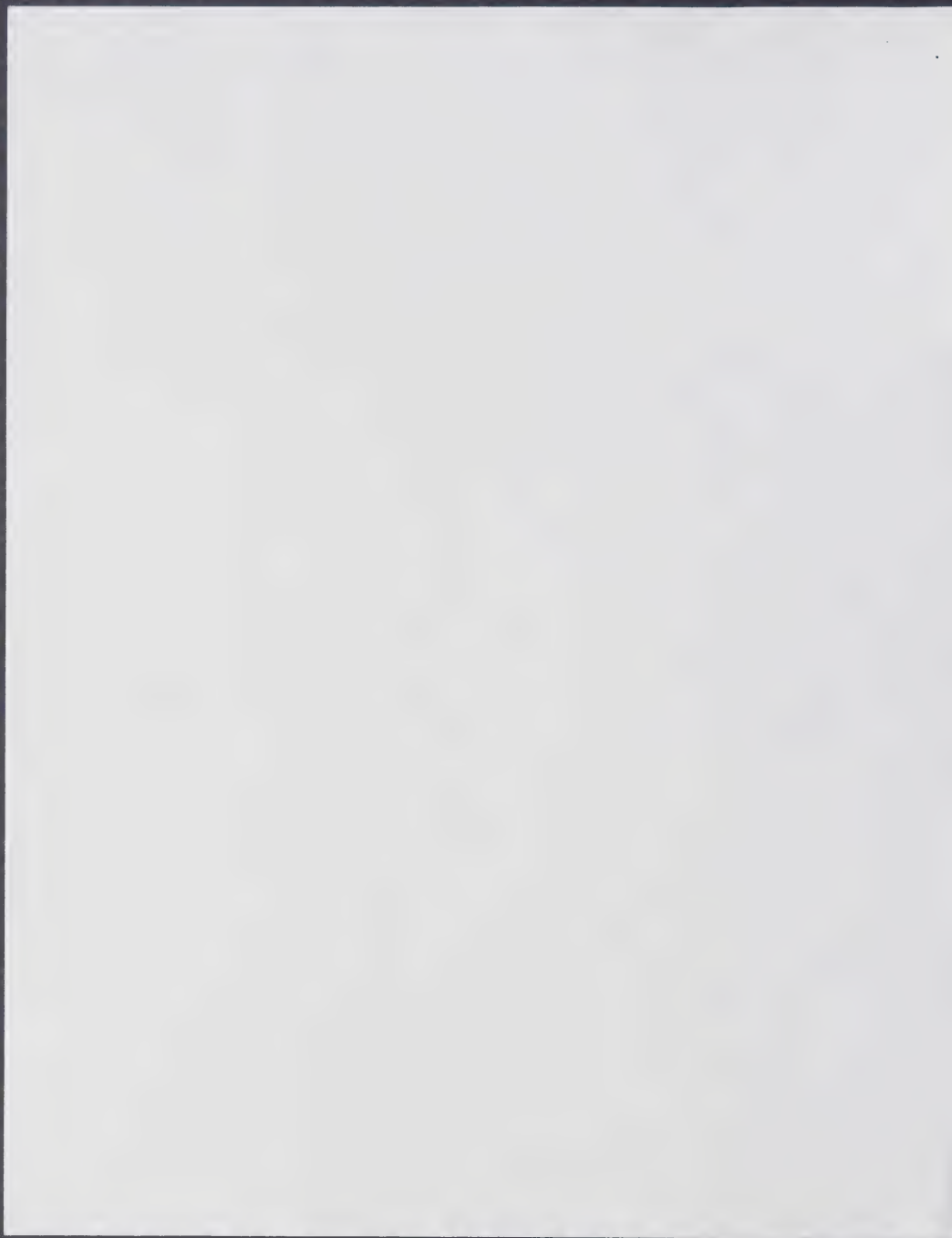
Sincerely,

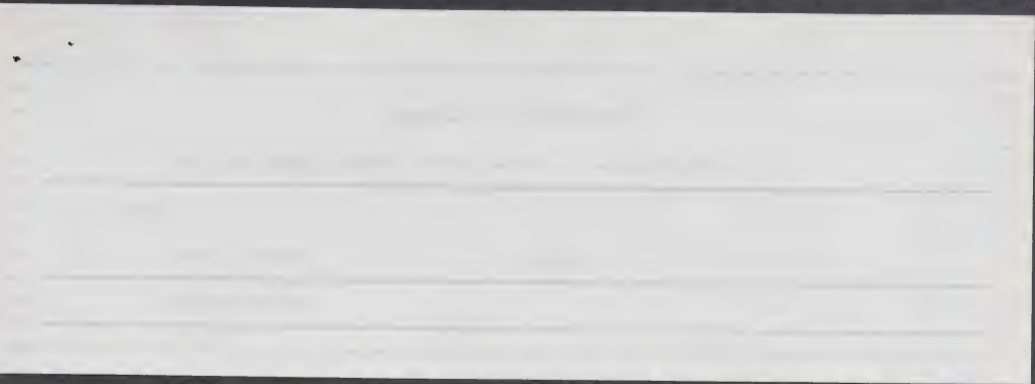


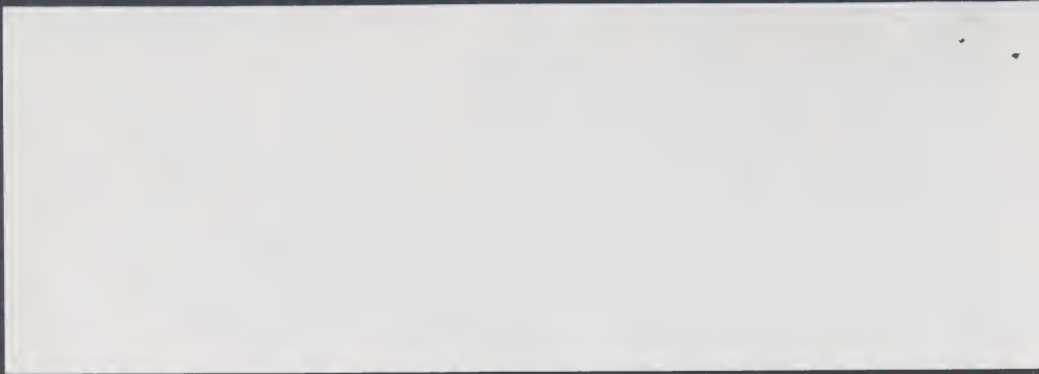
Alfred Bader

AB/df

cc: Lewis Nierman  
Fax no.: 305-476-5677









FAX FROM:

DR. ALFRED R. BADER  
Suite 622  
924 East Juneau Avenue  
Milwaukee, Wisconsin 53202  
Telephone 414-277-0730  
Fax No. 414-277-0709

TOTAL PAGES: 1

DATE: February 17, 1995

TO: Mr. Christopher Apostle  
Sotheby Parke-Bernet Galleries  
New York, New York 10021  
Fax No. 212-606-7039

FROM: Dr. Alfred R. Bader

Dear Christopher,

I much look forward to seeing you on February 28.

Next week you will be receiving a large and very beautiful altar piece, Flemish circa 1580 - 1600 which will be shipped to you by Lewis Nierman in Plantation.

I would appreciate you looking at that work before you come to Milwaukee. We can then discuss the three works which I have sent you namely this altar piece, the ship scene and the Van Dyckian portrait all of which are coming from Florida

With all good wishes,

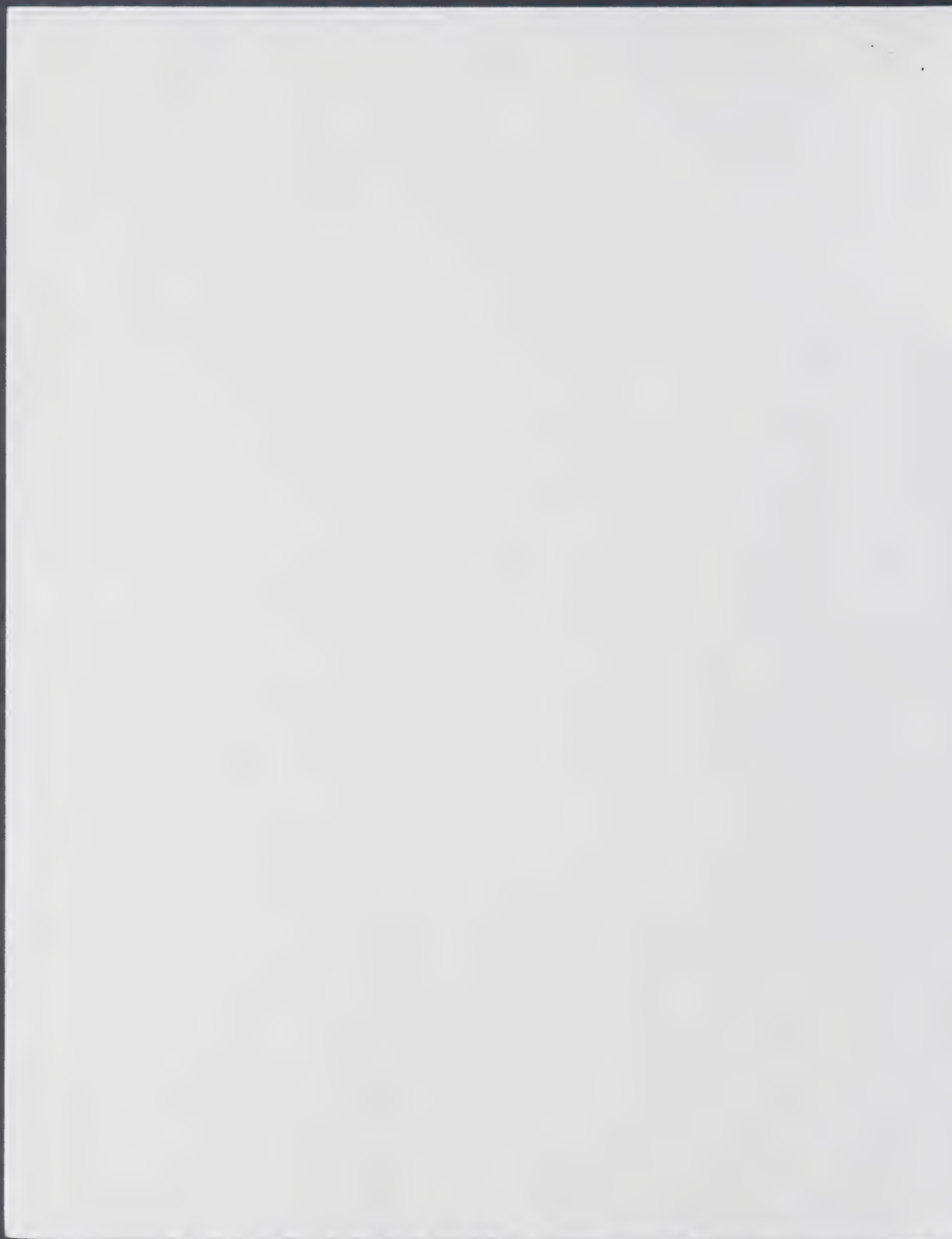
Sincerely,

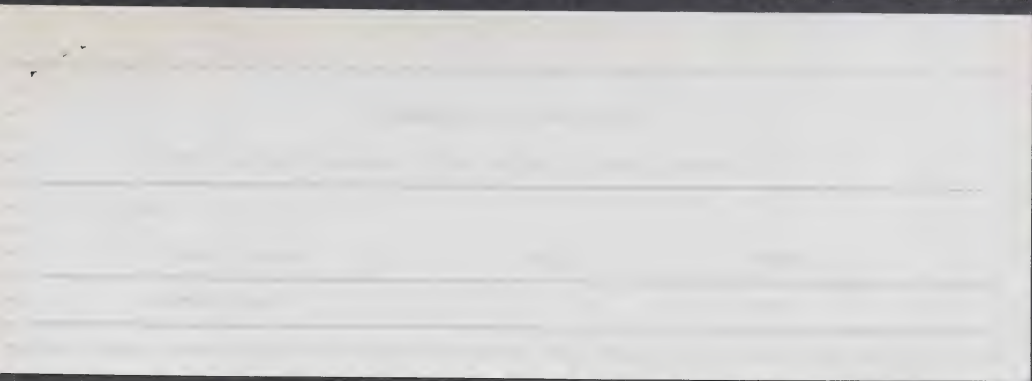


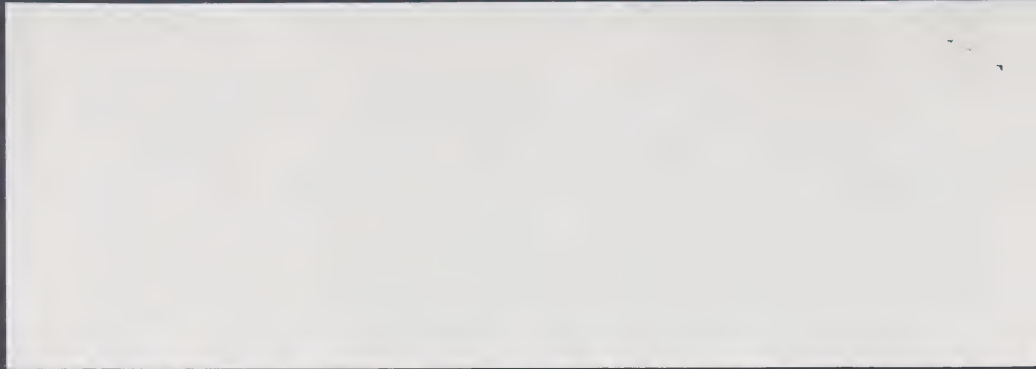
Alfred Bader

AB/df

cc: Lewis Nierman  
Fax no.: 305-476-5677







FAX FROM

DR. ALFRED R. BADER  
Suite 622  
924 East Juneau Avenue  
Milwaukee, Wisconsin 53202  
Telephone 414-277-0730  
Fax No. 414-277-0709

To:

Mr. Chris. Stephen Agosta  
Old Master  
Porkburg.

Dear Chris

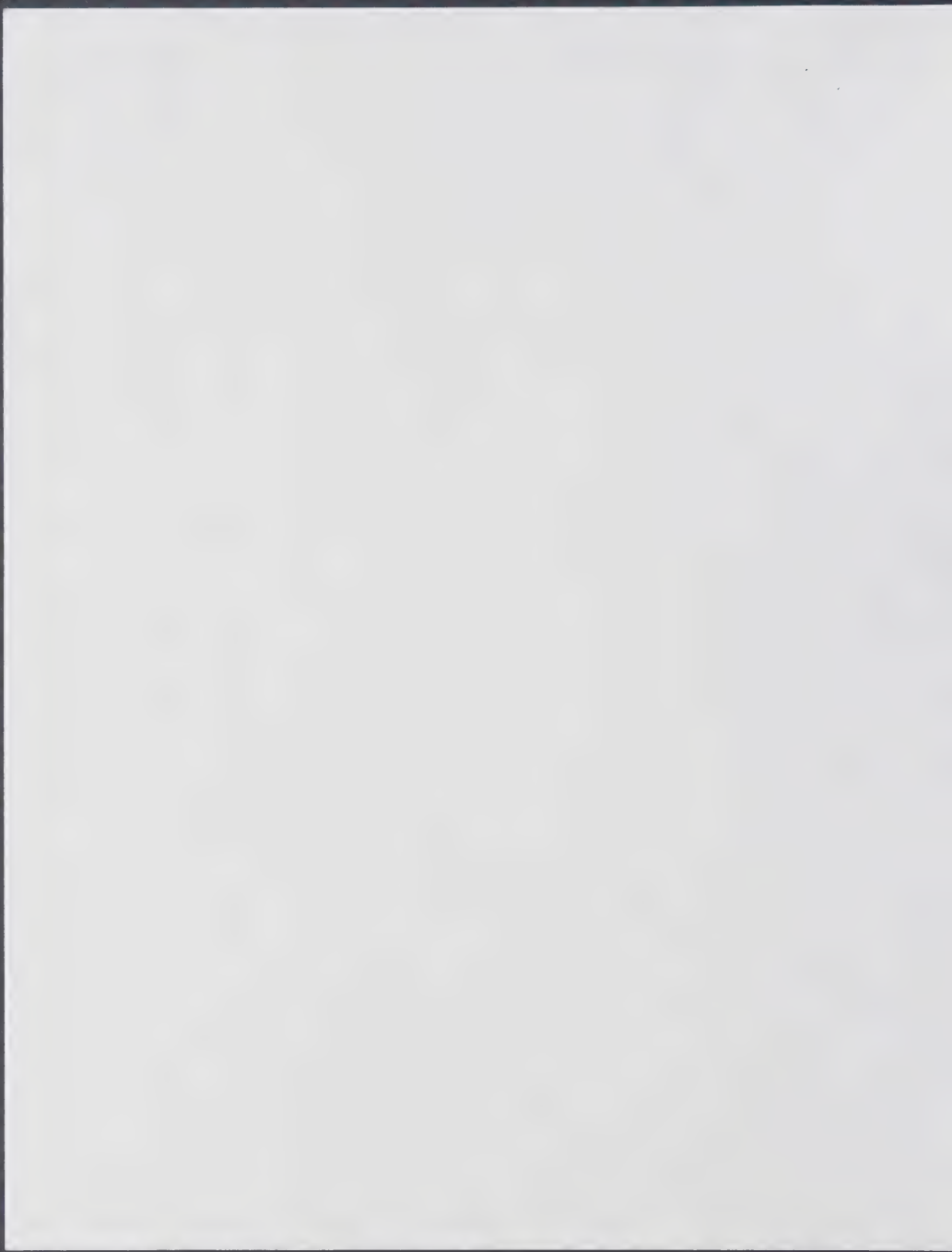
I have to leave the  
gallery at 2pm Milwaukee time,  
hence please call before then

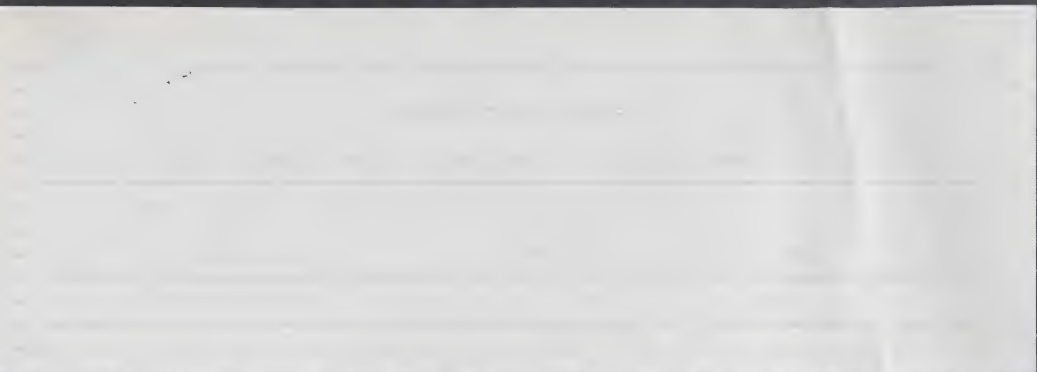
Isabel & I look forward  
to seeing you tomorrow.

Best wishes

Alfred

27. II 95









SALE INQUIRIES AND INFORMATION

SPECIALISTS IN CHARGE

George Wachter  
Heidi Chin  
Christopher Apostle  
Scott Schaefer  
(212) 606-7230  
Fax: (212) 606-7039

*Sell by*  
*my*

CLIENT ADVISORY SERVICES  
*For assistance in buying at this auction*

Roberta Louckx  
(212) 606-7415  
Mallory de Gravierc  
(212) 606-7447  
Geraldine Nager  
(212) 606-7568  
Lisa Heller  
(212) 606-7468  
Brooke Douglass  
(212) 606-7251  
Tom Cashin  
(212) 606-7262  
Fax: (212) 606-7269

25  
96  
73.74  
97  
105  
123  
127

ABSENTEE BIDS

Margot Moes  
(212) 606-7414  
Fax: (212) 606-7016

24 HOUR RECORDED INFORMATION

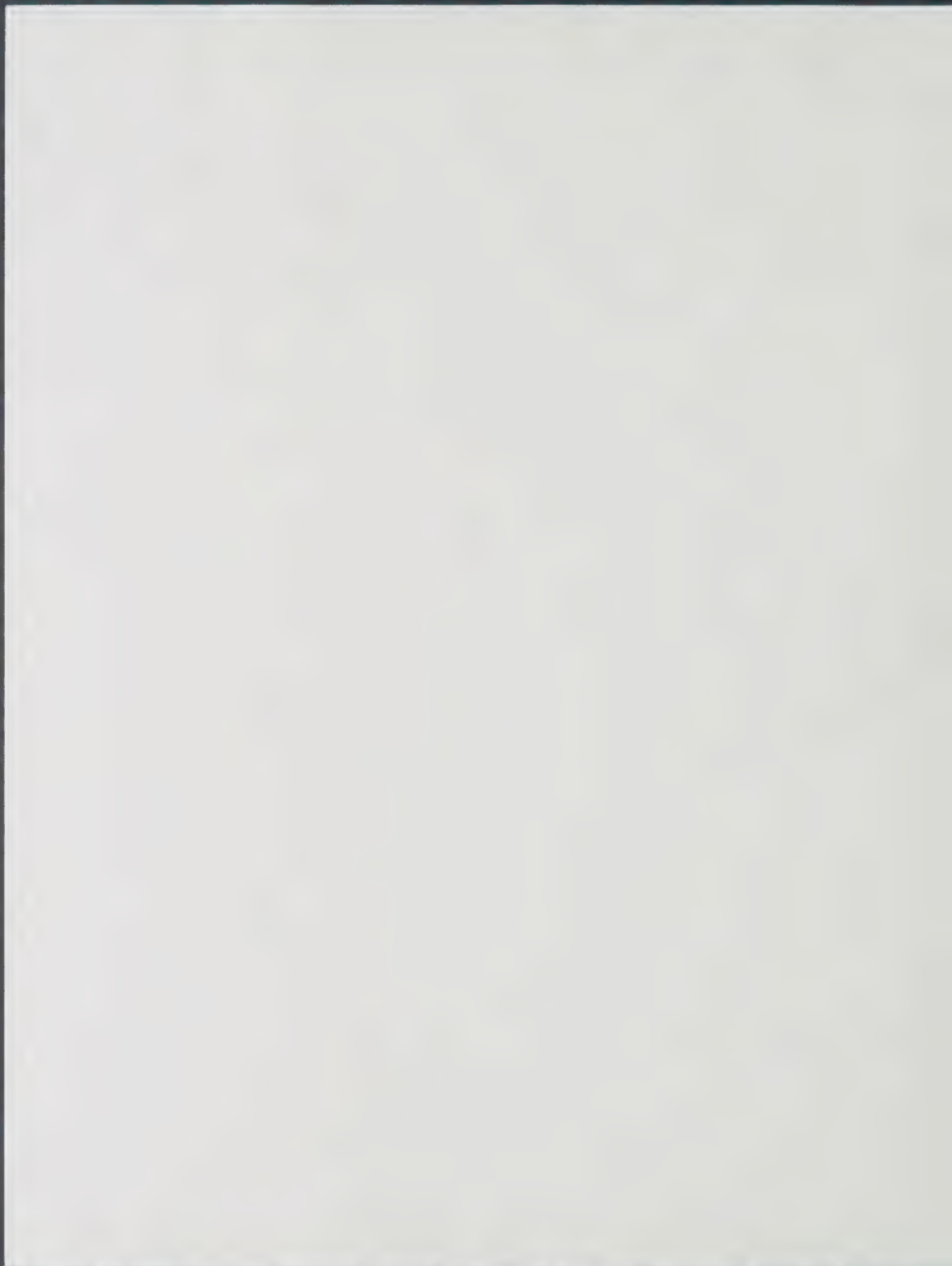
Sales Results  
(212) 606-7901  
Current auctions and exhibitions  
(212) 606-7245

PAYMENT AND SHIPPING

Buying: Roberto Caballero  
(212) 606-7485  
Fax: (212) 606-7043  
Shipping: Mary Mancuso Klindt  
(212) 606-7511  
Selling: Pearl Blyden  
(212) 606-7310  
Fax: (212) 606-7044

SUBSCRIPTIONS

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(203) 847-0465 from outside the U.S.



# SOTHEBY'S

FOUNDED 1744

1334 York Avenue, New York, New York 10021 (212) 606-7000

## SPECIAL CONSIGNMENT AGREEMENT

### IMPORTANT NOTICE

This contract covers the property you have recently consigned to us for sale. It is very important for you to return the contract since no property can be sold without it being signed and returned. We have enclosed a return envelope for your convenience and urge you to return it to us without delay.

If we are not in receipt of the contract prior to the date of the sale, we will, unfortunately, be forced to withdraw your property from the auction.

### Receipt Terms UNIVERSAL

THIS AGREEMENT COVERS THE PROPERTY LISTED ON THE FOLLOWING SOTHEBY'S RECEIPTS:

ALTERNATE PAYEE

Thank you for consigning your property to Sotheby's. This confirms our agreement under which the property listed on the Receipt attached (the "Property") will be offered by us as your agent at public auction subject to the following terms and our standard Conditions of Sale and Terms of Guarantee printed in our catalogue. As used, herein, "we," "us" and "our" mean Sotheby's, Inc. You acknowledge that you have received and read our Conditions of Sale and Terms of Guarantee currently in effect.

1. **The Auction.** We will inform you of our acceptance of Property for auction by a confirmation notice. In connection with the auction, we will have absolute discretion as to (a) consulting any expert, (b) grouping the Property into lots and providing catalogue and other descriptions as we believe appropriate, (c) the date or dates of the auction, and (d) the manner of conducting the sale.

2. **Commission.** You agree to pay us a commission equal to ~~20%~~ <sup>0% all inclusive</sup> of the successful bid price for each lot sold for less than \$2,000, ~~18%~~ <sup>18%</sup> of the successful bid price for each lot sold for \$2,000 or more but less than \$7,500 and ~~18%~~ <sup>18%</sup> of the successful bid price for each lot sold for \$7,500 or more, subject to a minimum commission of \$100 on each lot sold. In any case, you also authorize us, as your agent, to collect from the purchaser and retain as our additional commission a premium of 10% of the successful bid price for each lot sold (the "buyer's premium").

3. **Settlement.** Thirty-five days after the last session of the auction (the "Settlement Date"), we will mail to you the sale proceeds we collect and receive, after deducting our commissions and reimbursable expenses (the "net sale proceeds"), unless the purchaser has notified us of intention to rescind the sale (as provided in paragraph 10). We may also deduct and retain from the net sale proceeds any other amount you owe us, whether arising out of the sale of the Property or otherwise.

We have no obligation to enforce payment by any purchaser. If a purchaser does not pay, and you and we do not agree on another course of action, we reserve the right to cancel the sale and return the Property to you. You authorize us, in our discretion, to impose on the purchaser and retain for our account a late charge if payment is not made in accordance with the Conditions of Sale.

4. **Reserves.** Each lot of the Property will be offered subject to a reserve determined as follows:

Unless a different reserve has been agreed upon by us and confirmed by you in writing and received by us before the auction, the reserve will be the following percentage of our latest announced or published low presale estimate: (i) 25% for any lot having a low estimate of less than \$300, (ii) 40% for any lot having a low estimate of \$300 or more up to \$1,000, or (iii) 60% for any lot having a low estimate of \$1,000 or more. However, we may sell any lot of the Property at a price below the reserve, provided that we pay you on the Settlement Date the net amount which you would have been entitled to receive had such lot of the Property been sold at the reserve (that is, the reserve less our selling commission, reimbursable expenses and any amount you owe us). The reserve will not exceed our high presale estimate.

You agree not to bid on the Property; all bids to protect your reserves will be made by us. If, however, you violate your foregoing commitment and you or your agent become the successful bidder on your Property, you will pay us the commission set forth in paragraph 2 (including buyer's premium) on the hammer price, the Property may be sold without any reserve, and you will not be entitled to the benefit of any of the Terms of Guarantee.

The commission for any lot which is bought-in for failing to reach its reserve will be ~~5%~~ <sup>0%</sup> of the reserve, subject to a minimum handling charge of ~~\$75~~ <sup>0</sup> on each bought-in lot.

In the event any lot is bought-in, we will make an announcement that such lot has been "passed, returned to owner, withdrawn or bought-in." \$ 0

5. **Sotheby's Arcade Auctions.** If we deem it appropriate, we may, in our sole discretion, include in a Sotheby's Arcade Auction any Property with a low presale estimate, in our opinion, of \$5,000 or less. In such event, or if you and we agree to include any Property in a Sotheby's Arcade Auction, we will offer the Property subject to the provisions of this Agreement and our Conditions of Sale for Sotheby's Arcade Auctions printed in the catalogue, except that the Settlement Date will be twenty-one days after the last session of the auction, and the minimum commission on each sold and bought-in lot will be \$75.

6. **Representations and Warranties; Indemnity.** You represent and warrant to us and to the purchaser that you have the right to consign the Property for sale; that it is now and until its sale will be kept free of all liens, claims and encumbrances of others including, but not limited to, claims of governments or governmental agencies; that good title and right to possession will pass to the purchaser free of all liens, claims and encumbrances; and that there are no restrictions on our right to make, reproduce, or distribute photographs of it. We retain the exclusive copyright to all catalogue and other illustrations and descriptions of the Property created by us.

You agree to indemnify and hold us and the purchaser harmless from and against any and all claims, actions, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) relating to the breach or alleged breach of any of your agreements, representations or warranties in this Agreement.

Your representations, warranties and indemnity will survive completion of the transactions contemplated by this Agreement.

7. **Expenses.** You agree to bear the expenses of (a) our assumption of risk of loss or damage to the Property (as provided in paragraph 8), (b) our standard fees then in effect for catalogue illustration, (c) packing, shipping and customs duties to our premises, (d) agreed-upon special advertising, and (e) other services, such as framing, restoration and gemological tests, approved by you. There will be a 20% service charge on the cost of any services performed by others and paid by us for your account. In addition to other remedies available to us by law, we reserve the right to impose a late charge of 1 1/2% per month on any amount due us and remaining unpaid more than fifteen days after we notify you. \*

\*Sotheby's to absorb all expenses.

8. Responsibility for Loss or Damage. We will assume responsibility for loss of or damage to the Property from the time of our receipt until it ceases to be in our custody and control, or until 60 days after the sale, whichever occurs first, at a rate equal to the following percentage of the amount of our maximum liability described in the following paragraph: (a) 1% for all Property received by us at our auction premises or any of our warehouses in New York City, or (b) 1 1/2% for all Property received by us at one of our branch offices or any other location.

**LIMITED LIABILITY.** Our liability under the preceding paragraph for loss of or damage to any Property will not exceed: (a) the successful bid price (excluding buyer's premium) if the Property has been sold, (b) the reserve (but not more than the mean of our latest presale estimates) if the Property has been bought-in, or (c) the mean of our latest presale estimates if the Property has not otherwise been sold at the time of loss or damage. In no event will our liability include our expenses or commissions, nor will we be liable for damage to frames or glass covering prints, paintings or other works, or for damage caused by restorers, framers or other independent contractors employed with your consent, changes in humidity or temperature, or inherent conditions or defects.

9. **Withdrawal.** You may not withdraw any Property from sale after the date on which we issue a receipt. Regardless of whether we have previously issued a receipt, published a catalogue including the Property or advertised its sale, we may withdraw any Property at any time before sale if we believe (a) there is doubt as to its authenticity or attribution, (b) any of your representations or warranties concerning it are inaccurate, or (c) you have breached any provision of this Agreement. If you withdraw any Property in breach of your foregoing commitment, or if we withdraw any Property under (b) or (c) of the preceding sentence, you will pay us 20% of the mean of our latest presale estimates for the withdrawn Property, and we will then return such Property to you at your expense. There will be no charge for any Property withdrawn under (a) above, which will be returned to you at your expense.

10. **Rescission.** You authorize us to rescind the sale of any Property in accordance with the Terms of Guarantee, or if we learn that the Property is inaccurately described in the catalogue, or if we learn that the Property is a counterfeit (a modern forgery intended to deceive). If we receive from a purchaser notice of intention to rescind and we determine that a lot of the Property is subject to rescission under the Terms of Guarantee, we will credit the purchaser with the purchase price, you will return to us any sale proceeds paid by us to you for such Property, and we will return the Property to you upon your reimbursing us for our expenses incurred in connection with the rescinded sale, and paying us any other amounts you owe us.

11. **Private Sales.** If any lot fails to reach its reserve and is bought-in for your account, you authorize us, as your exclusive agent, for a period of 60 days following the auction to sell the lot privately for a price that will result in a payment to you of not less than the net amount (after our selling commission and expenses) to which you would have been entitled had the lot been sold at a price equal to the agreed reserve. In such event, your obligations to us hereunder with respect to such lot are the same as if it had been sold at auction.

12. **Treatment of Unsold Property.** If any Property remains unsold for any reason after the auction, we will notify you. If such Property has not been sold privately pursuant to paragraph 11, and if it is not reconsigned to us for sale on mutually agreed-upon terms or picked up within 60 days after such notification, we may return it to you at your expense or sell it at public auction without reserve at a place and date determined by us. The proceeds of any such sale will be applied to any amount you owe us, including but not limited to our standard commissions and expenses, and any excess will be remitted to you. Unless and until we reoffer and sell such Property or return it to you, we will hold it without charge for a period of 30 days after the auction in which it is offered but not sold; thereafter, a handling charge of 1% per month of the reserve or the mean of our presale estimates, whichever is greater, will be payable by you to cover our costs of storage and handling.

13. **Estimates; Catalogue Descriptions.** Presale estimates, if any, are intended as guides for prospective bidders; we make no representation or warranty of the anticipated selling price of any Property and no estimate anywhere by us of the selling price of Property may be relied upon as a prediction of the actual selling price. Estimates included in receipts, catalogues or elsewhere are preliminary only and subject to revision by us from time to time in our sole discretion.

We will not be liable for any errors or omissions in catalogue or other descriptions of Property and make no guarantees, representations or warranties whatsoever to you with respect to the Property, its authenticity, condition, value or otherwise.

14. **Use of Name.** We may use your name as owner of the Property when we offer it for sale or advertise or otherwise promote the sale, both before or after the auction, unless you initial the box below. If we may use your name, but in a form other than that appearing on the first page of this Agreement, please type or print it on the line below and place your initials in the box next to it.

You may not use my name:

You may use my name as follows:

\_\_\_\_\_ *AS*

15. **Legal Status.** If you are acting as a fiduciary in executing this Agreement and in the transactions contemplated hereunder, please initial "Fiduciary" below and sign and return to us our standard "Fiduciary Agreement."

Fiduciary [                      ]

If you are acting as an agent for someone who is not signing this Agreement, you and your principal jointly and severally assume your obligations and liabilities hereunder to the same extent as if you were acting as principal.

16. **Term of Agreement; Amendment.** Either you or we may terminate this Agreement at any time upon 30 days' prior written notice to the other. No such termination shall permit you to withdraw from sale any Property previously delivered to us or relieve either you or us of any obligations or liabilities incurred prior to the effective date of such notice.

Neither you nor we may amend, supplement or waive any provision of the Agreement other than by means of a writing signed by both parties, except that if at any time we propose by written notice to amend or supplement any provision of this Agreement, or provide additional terms or conditions as to your future consignments, you will be deemed to have agreed thereto with respect to any Property received by us at any time after such notice, unless you notify us in writing to the contrary before such Property is received by us.

17. **Miscellaneous.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York. In the event of a dispute hereunder, you hereby consent to the exclusive jurisdiction of the state courts of, and the federal courts sitting in, the State of New York. This Agreement shall be binding upon your heirs, executors, beneficiaries, successors and assigns, but you may not assign this Agreement without our prior written consent. Any notices given hereunder to you or us shall be in writing to the respective address indicated on the first page of this Agreement (or to such other address as you or we may notify the other in writing) and shall be deemed to have been given five calendar days after mailing to such address. The paragraph headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

Please confirm your agreement with the foregoing by dating, signing and returning to us the duplicate copy of this Agreement.

SOTHEBY'S, INC.

By \_\_\_\_\_ *George Wächter*

ACCEPTED AND AGREED TO:

\_\_\_\_\_ *MB*  
Consignor

Dated: \_\_\_\_\_

*12/20/81*

3. A premium of 10% of the successful bid price will be added thereto and is payable by the purchaser as part of the total purchase price.

4. We reserve the right to withdraw any property before sale.

5. Unless otherwise announced by the auctioneer, all bids are per lot as numbered in the catalogue.

6. We reserve the right to reject any bid. The highest bidder acknowledged by the auctioneer will be the purchaser. In the event of any dispute between bidders, or in the event of doubt on our part as to the validity of any bid, the auctioneer will have the final discretion either to determine the successful bidder or to reoffer and resell the article in dispute. If any dispute arises after the sale, our sale record is conclusive. Although in our discretion we will execute order bids or accept telephone bids as a convenience to clients who are not present at auctions, we are not responsible for any errors or omissions in connection therewith.

7. If the auctioneer decides that any opening bid is below the value of the article offered, he may reject the same and withdraw the article from sale, and if, having acknowledged an opening bid, he decides that any advance thereafter is insufficient, he may reject the advance.

8. On the fall of the auctioneer's hammer, title to the offered lot will pass to the highest bidder acknowledged by the auctioneer, subject to fulfillment by such bidder of all of the conditions set forth herein, and such bidder thereupon (a) assumes full risk and responsibility therefor, and (b) will pay the full purchase price therefor or such part as we may require. In addition to other remedies available to us by law, we reserve the right to impose a late charge of 1½% per month of the total purchase price if payment is not made in accordance with the conditions set forth herein. All property must be removed from our premises by the purchaser at his expense not later than 3 business days following its sale and, if it is not so removed, (i) a handling charge of \$10 per day for (A) each rug or furniture lot, (B) up to five lots of decorative arts other than furniture and (C) all other lots until removal will be payable to us by the purchaser, and (ii) in addition, we may send the purchased property to a public warehouse for account, risk and expense of the purchaser.

9. If any applicable conditions herein are not complied with by the purchaser, in addition to other remedies available to us and the Consignor by law, including without limitation the right to hold the purchaser liable for the total purchase price, we at our option may either (a) cancel the sale, retaining as liquidated damages all payments made by the purchaser or (b) resell the property at public auction without reserve, and the purchaser will be liable for any deficiency, costs, including handling charges, the expenses of both sales, our commission on both sales at our regular rates, all other charges due hereunder and incidental damages. In addition, a defaulting purchaser will be deemed to have granted us a security interest in, and we may retain as collateral security for such purchaser's obligation 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. At our option, payment will not be deemed to have been made in full until we have collected funds represented by checks, or, in the case of bank or cashier's checks, we have confirmed their authenticity.

10. Lots marked with  immediately preceding the lot number are offered subject to a reserve, which is the confidential minimum price below which such lot will not be sold. We may implement such reserves by bidding on behalf of the Consignor. In certain instances, the Consignor may pay us less than the standard commission rate where a lot is "bought-in" to protect its reserve. Where the Consignor is indebted to, or has a monetary guarantee from, us, and in certain other instances, where we or our affiliated companies may have an interest in the offered lots and the proceeds therefrom other than our commissions, we may bid therefor to protect such interests.

11. Unless exempt by law, the purchaser will be required to pay the combined New York State and local sales tax or any applicable compensating use tax of another state on the total purchase price. The rate of such combined tax is 8¼% in New York City and ranges from 4¼% to 8¼% elsewhere in New York State.

12. These Conditions of Sale 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 New York. 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 New York.

13. We are not responsible for the acts or omissions of carriers or packers of purchased lots, whether or not recommended by us. Packing and handling of purchased lots by us is at the entire risk of the purchaser. In no event will we be liable for damage to glass or frames, regardless of the cause.

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

**30 day trade terms not applicable at Sotheby's Arcade Auctions.**

#### TERMS OF GUARANTEE

We guarantee the authenticity of Authorship of each lot contained in this catalogue on the terms and conditions set forth below.

##### 1. Definition of Authorship

"Authorship" means the identity of the creator, the period, culture, source of origin of the property, as the case may be, as set forth in the **BOLD TYPE HEADING** of such catalogue entry.

##### 2. Guarantee Coverage

Subject to the exclusions of (i) attributions of paintings, drawings or sculpture executed prior to 1870, and (ii) periods or dates of execution of the property, as explained in Paragraph 5 below, if within five (5) years from the date of the sale of any lot, the original purchaser of record tenders to us a purchased lot in the same condition as when sold through us and it is established that the identification of Authorship (as defined above) of such lot set forth in the **BOLD TYPE HEADING** of the catalogue description of such lot (as amended by any posted notices or oral announcements during the sale) is not substantially correct based on a fair reading of the catalogue including the terms of any Glossary contained herein, the sale of such lot will be rescinded and the original purchase price refunded.

##### 3. Non-Assignability

It is specifically understood that the benefits of this Guarantee are not assignable and shall be applicable only to the original purchaser of the lot from us and not to the subsequent owners or others who have or may acquire an interest therein.

##### 4. Sole Remedy

It is further specifically understood that the remedy set forth herein, namely the rescission of the sale and refund of the original purchase price paid for the lot, is exclusive and in lieu of any other remedy which might otherwise be available as a matter of law.

##### 5. Exclusions

The Guarantee covers only the correctness of description of Authorship (as defined in 1 above) as identified in the **BOLD TYPE HEADING** of the catalogue item but does *not* extend to (i) the identity of the creator of paintings, drawings and sculpture executed before 1870 unless these works are determined to be counterfeits, as this is a matter of current scholarly opinion which can change, (ii) the identification of the periods or dates of execution of the property which may be proven inaccurate by means of scientific process not generally accepted for use until after publication of the catalogue, or (iii) titles or other identification of offered lots or descriptions of physical condition and size, quality, rarity, importance, provenance, exhibitions and literature of historical relevance, which information normally appears in lower case type below the **BOLD TYPE HEADING** identifying the Authorship. Although our best judgment is used in attributing paintings, drawings and sculpture created prior to 1870 through the appropriate use of Glossary terms, and due care is taken to insure the correctness of the supplemental material which appears below the **BOLD TYPE HEADING** of each entry in the catalogue, the Guarantee does not extend to any possible errors or omission therein.

# SOTHEBY'S

FOUNDED 1744

1334 York Avenue, New York, New York 10021 (212) 606-7000

## CONDITIONS OF SALE

This catalogue, as amended by any posted notices or oral announcements during the sale, is Sotheby's, Inc. and the Consignor's entire agreement with the purchaser relative to the property listed herein. The following Conditions of Sale, the Terms of Guarantee and any Glossary contained herein are the complete and only terms and conditions on which all property is offered for sale. The property will be offered by us as agent for the Consignor, unless the catalogue indicates otherwise.

1. The authenticity of the authorship of property listed in the catalogue is guaranteed as stated in the Terms of Guarantee; except as provided therein all property is sold "AS IS," and neither we nor the Consignor make any warranties or representations of the correctness of the catalogue or other description of the physical condition, size, quality, rarity, importance, provenance, exhibitions, literature or historical relevance of the property and no statement anywhere, whether oral or written, shall be deemed such a warranty or representation. Prospective bidders should inspect the property before bidding to determine its condition, size and whether or not it has been repaired or restored. We and the Consignor make no representations and warranties as to whether the purchaser acquires any copyrights, including but not limited to any reproduction rights, in the property.
2. A premium of 10% of the successful bid price will be added thereto and is payable by the purchaser as part of the total purchase price.
3. We reserve the right to withdraw any property before sale.
4. Unless otherwise announced by the auctioneer, all bids are per lot as numbered in the catalogue.
5. We reserve the right to reject any bid. The highest bidder acknowledged by the auctioneer will be the purchaser. In the event of any dispute between bidders, or in the event of doubt on our part as to the validity of any bid, the auctioneer will have the final discretion either to determine the successful bidder or to reoffer and resell the article in dispute. If any dispute arises after the sale, our sale record is conclusive. Although in our discretion we will execute order bids or accept telephone bids as a convenience to clients who are not present at auctions, we are not responsible for any errors or omissions in connection therewith.
6. If the auctioneer decides that any opening bid is below the value of the article offered, he may reject the same and withdraw the article from sale, and if, having acknowledged an opening bid, he decides that any advance thereafter is insufficient, he may reject the advance.
7. On the fall of the auctioneer's hammer, title to the offered lot will pass to the highest bidder acknowledged by the auctioneer, subject to fulfillment by such bidder of all of the conditions set forth herein, and such bidder thereupon (a) assumes full risk and responsibility therefor, (b) will sign a confirmation of purchase thereof, and (c) will pay the full purchase price therefor or such part as we may require. In addition to other remedies available to us by law, we reserve the right to impose a late charge of 1½% per month of the total purchase price if payment is not made in accordance with the conditions set forth herein. All property must be removed from our premises by the purchaser at his expense not later than 3 business days following its sale and, if it is not so removed, (i) a handling charge of 1% of the purchase price per month until its removal will be payable to us by the purchaser, with a minimum of 5% for any property not so removed within 60 days after the sale, and (ii) we may send the purchased property to a public warehouse for the account, risk and expense of the purchaser. If any applicable conditions herein are not complied with by the purchaser, in addition to other remedies available to us and the Consignor by law, including without limitation the right to hold the purchaser liable for the total purchase price, we at our option may either (a) cancel the sale, retaining as liquidated damages all payments made by the purchaser or (b) resell the property at public auction without reserve, and the purchaser will be liable for any deficiency, costs, including handling charges, the expenses of both sales, our commission on both sales at our regular rates, all other charges due hereunder and incidental damages. In addition, a defaulting purchaser will be deemed to have granted us a security interest in, and we may retain as collateral security for such purchaser's obligations to us, any property in our possession owned by such purchaser regardless of when we may acquire possession. We shall have all of the rights afforded a secured party under the New York Uniform Commercial Code with respect to such property and we may apply against such obligations all monies held or received by us for the account of, or due from us to, such purchaser. At our option, payment will not be deemed to have been made in full until we have collected funds represented by checks, or, in the case of bank or cashier's checks, we have confirmed their authenticity.
8. Lots marked with □ immediately preceding the lot number are offered subject to a reserve, which is the confidential minimum price below which such lot will not be sold. We may implement such reserves by bidding on behalf of the Consignor. In certain instances, the Consignor may pay us less than the standard commission rate where a lot is "bought-in" to protect its reserve. Where the Consignor is indebted to or has a monetary guarantee from us, and in certain other instances, where we or our affiliated companies may have an interest in the offered lots and the proceeds therefrom other than our commissions, we may bid therefor to protect such interests.
9. Unless exempted by law, the purchaser will be required to pay the combined New York State and local sales tax or any applicable compensating use tax of another state on the total purchase price. The rate of such combined tax is 8½% in New York City and ranges from 4¼% to 8¼% elsewhere in New York State.
10. These Conditions of Sale 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 New York. 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 New York.
11. We are not responsible for the acts or omissions of carriers or packers of purchased lots, whether or not recommended by us. Packing and handling of purchased lots by us is at the entire risk of the purchaser.
12. In no event will our liability to a purchaser exceed the purchase price actually paid.

## CONDITIONS OF SALE FOR SOTHEBY'S ARCADE AUCTIONS

This catalogue, as amended by any posted notices or oral announcements during the sale, is Sotheby's, Inc. (herein referred to as "we," "us," or "our") and the Consignor's entire agreement with the purchaser relative to the property listed herein. The following Conditions of Sale are the complete and only terms and conditions on which all property is offered for sale. The property will be offered by us as agent for the Consignor, unless the catalogue indicates otherwise.

1. All property is sold "AS IS," and neither we nor the Consignor make any guarantees, warranties or representations, expressed or implied, with respect to the property or the correctness of the catalogue or other description of the authenticity of authorship, physical condition, size, quality, rarity, importance, provenance, exhibitions, literature or historical relevance of the property or otherwise. No statement anywhere, whether oral or written, shall be deemed such a guarantee, warranty or representation. Prospective bidders should inspect the property before bidding to determine its condition, size and whether or not it has been repaired or restored. We and the Consignor make no representation or warranty as to whether the purchaser acquires any copyrights, including but not limited to any reproduction rights, in the property.
2. However, if within 14 calendar days of the sale of any lot, the purchaser gives notice in writing to us that the lot is counterfeit and within 14 calendar days after such notice, the purchaser returns the lot to us in the same condition as when sold, and demonstrates to our satisfaction that the lot is counterfeit, we will refund the purchase price.

# SOTHEBY'S

FOUNDED 1744

1334 York Avenue, New York, New York 10021 (212) 606-7000

## SPECIAL CONSIGNMENT AGREEMENT

Consignor Account 4007688

Alfred Bader Fine Arts  
2961 North Shepard Avenue  
Milwaukee, MI 53211

### IMPORTANT NOTICE

This contract covers the property you have consigned to us for sale. It is **very important** for you to return this contract since **no property can be sold without it being signed and returned**. We have enclosed a return envelope for your convenience and charge you to return it **immediately**.

If we are not in receipt of the contract prior to the date of the sale, we will, unfortunately, be forced to withdraw your property from the auction.

THIS AGREEMENT COVERS THE PROPERTY LISTED ON THE FOLLOWING SOTHEBY'S RECEIPT:

ALTERNATE PAYEE

20007575

Thank you for consigning your property to Sotheby's. This confirms our agreement under which the property listed on the receipt attached or referred to above (the "Property") will be offered by us as your agent at public auction, subject to the following terms and the Conditions of Sale and Terms of Guarantee printed in the catalogue for the sale. As used herein, "we," "us," and "our" mean Sotheby's, Inc. You acknowledge that you have received and read our Conditions of Sale and Terms of Guarantee and agree to be bound thereby.

1. **The Auction.** We will advise you by a notice of the date or dates of the sale of the Property. In connection with any auction, we will have absolute discretion as to (a) consulting any expert, (b) grouping the Property into lots and providing catalogue and other descriptions as we believe appropriate, (c) the date or dates of an auction and (d) the manner of conducting the sale.

2. **Commission.** You agree to pay us a commission equal to ~~10%~~ <sup>0%</sup> of the successful bid price for each lot sold for less than \$2,000, ~~10%~~ <sup>0%</sup> of the successful bid price for each lot sold for \$2,000 or more, but less than \$7,500, and ~~6%~~ <sup>0%</sup> of the successful bid price for each lot sold for \$7,500 or more, subject to a minimum commission of \$75 on each lot sold. In any case, you also authorize us to charge the buyer and retain for our account a commission on each lot sold (the "buyer's premium"). The buyer's premium will be based on the successful bid price of each lot and will be the percentage stated in the Conditions of Sale in the catalogue for the auction.

3. **Settlement.** Thirty-five days after the last session of the auction (the "Settlement Date"), we will mail to you the sale proceeds we collect and receive, after deducting our selling commission, buyer's premium and reimbursable expenses (the "net sale proceeds"), unless the purchaser has notified us of intention to rescind the sale (as provided in paragraph 10). We may also deduct and retain from the net sale proceeds any other amount you owe us or any of our affiliated entities, whether arising out of the sale of the Property or otherwise.

We have no obligation to enforce payment by any purchaser. If a purchaser does not pay, and you and we do not agree on another course of action, we reserve the right to cancel the sale and return the Property to you. You authorize us, in our discretion, to impose on the purchaser and retain for our account a late charge if payment is not made in accordance with the Conditions of Sale.

4. **Reserves.** Unless a different reserve has been agreed upon by you and us and confirmed in writing before the auction, each lot of the Property will be offered subject to a reserve determined as follows:

The reserve will be the following percentage of our latest announced or published low presale estimate: (i) 25% for any lot having a low estimate of less than \$300, (ii) 40% for any lot having a low estimate of \$300 or more up to \$1,000, or (iii) 60% for any lot having a low estimate of \$1,000 or more. However, we may sell any lot of the Property at a price below the reserve, provided that we pay you in accordance with paragraph 3 above the net amount which you would have been entitled to receive had such lot of the Property been sold at the reserve (that is, the reserve less our selling commission, reimbursable expenses and any amount you owe us or any of our affiliated entities). No reserve for a lot will exceed its low presale estimate.

You agree not to bid on the Property; all bids to protect your reserves will be made by us. If, however, you violate your foregoing commitment and you or your agent become the successful bidder on your Property, you will pay us the commissions set forth in paragraph 2 (including buyer's premium) on the successful bid price, the Property may be sold without any reserve, and you will not be entitled to the benefit of any Terms of Guarantee.

The commission for any lot which is bought-in for failing to reach its reserve will be <sup>0%</sup> ~~5%~~ of the reserve, subject to a minimum handling charge of \$50 on each bought-in lot.

In the event any lot is bought-in, we will make an announcement that such lot has been "passed, returned to owner, withdrawn or bought-in."

5. **Sotheby's Arcade Auctions.** If we deem it appropriate, we may, in our sole discretion, include in a Sotheby's Arcade Auction any Property with a low presale estimate, in our opinion, of \$5,000 or less. In such event, or if you and we agree to include any Property in a Sotheby's Arcade Auction, we will offer the Property subject to the provisions of this Agreement and our Conditions of Sale for Sotheby's Arcade Auctions printed in the catalogue, and the Settlement Date will be twenty-one days after the last session of the auction, and the minimum commission on each sold and bought-in lot will be \$75.

6. **Representations and Warranties; Indemnity.** You represent and warrant to us and the purchaser that you have the right to consign the Property for sale; that it is now and through and including its sale, will be kept free of all liens, claims and encumbrances of others including, but not limited to, claims of governments or governmental agencies; that good title and right to possession will pass to the purchaser free of all liens, claims and encumbrances; that you have provided us with any information you have concerning the provenance of the Property; and that there are no restrictions on our right to reproduce photographs of it. We retain the exclusive copyright to all catalogue and other illustrations and descriptions of the Property created by us.

You agree to indemnify and hold us and the purchaser harmless from and against any and all claims, actions, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) relating to the breach or alleged breach of any of our agreements, representations or warranties in this Agreement.

Your representations, warranties and indemnity will survive completion of the transactions contemplated by this Agreement.

7. **Expenses.** You agree to bear the expenses of: (a) purchasing insurance which will insure you for loss or damage to the Property (as further provided in paragraph 8), (b) our standard fees then in effect for catalogue illustration, (c) packing, shipping and customs duties to our premises, (d) any agreed-upon advertising, (e) the cost of any reproduction rights and (f) other services, such as framing, restoration and gemological tests, approved by you. There will be a 20% service charge on the cost of any services performed by others and paid by us for your account. In addition to other remedies available to us by law, we reserve the right to impose a late charge of 1 1/2% per month on any amount due us or any of our affiliated entities and remaining unpaid for more than fifteen days after we notify you.

\* Sotheby's to absorb all expenses

8. **Insurance for Loss or Damage.** Unless, at the time you deliver the Property to us, you provide us with a certificate of insurance acceptable to us with a waiver of subrogation, by executing this Agreement, you authorize us to purchase insurance to cover the risk of loss or damage to the Property from the time of our receipt of such Property until it ceases to be in our custody or control, or until 60 days after the sale, whichever occurs first, in the amount set forth in the paragraph below, *Insurance Amount*. Such insurance will automatically be arranged by C.T. Bowring (Insurance) Ltd. and you authorize and instruct us, whether or not the Property is sold, to pay insurance premiums on your behalf. The insurance premium will be determined based on the status of the Property (sold, unsold after the auction, not yet offered for sale). The premium will be 1% of the *Insurance Amount* described below for Property received by us at our auction premises or warehouse in New York City, or 1 1/2% if the Property is received at a branch office or any other location.

*Insurance Amount.* The amount of the insurance you are purchasing is: (a) for Property which has been sold, the successful bid price (excluding buyer's premium), (b) for Property which has failed to sell at the auction, the reserve, or (c) for Property not yet offered for sale, the mean of our latest presale estimates. The insurer will pay you the foregoing amount, less in any case the selling commission and expenses payable by you under this Agreement, unless an item is partially damaged or lost and has depreciated, in the insurer's opinion, in value by less than 50%. In the event of partial loss or damage, the insurer will either (i) pay you the amount of depreciation and such Property will be offered for sale or returned to you, or (ii) pay you for the Property, as set forth in the preceding sentence, and the Property will belong to the insurer. Neither the insurer nor we will be liable for damage to frames or glass covering prints, paintings or other works, or for damage caused by restorers, framers or other independent contractors employed with your consent, changes in humidity or temperature, inherent conditions or defects, war, nuclear radiation or radioactive contamination.

9. **Withdrawal.** You may not withdraw any Property from sale after the date on which we issue a receipt or you sign this Agreement, whichever is earlier. Regardless of whether we have previously issued a receipt, published a catalogue including the Property or advertised its sale, we may withdraw any Property at any time before sale if we believe (a) there is doubt as to its authenticity or attribution, (b) any of your representations or warranties concerning it are inaccurate, or (c) you have breached any provision of this Agreement. If you withdraw any Property in breach of your foregoing commitment, you must at the time of notice of withdrawal, pay us a withdrawal fee equal to 20% of the mean of our latest presale estimates for the withdrawn Property, as well as all out-of-pocket expenses incurred by us (the "Withdrawal Fee"). We have no obligation to withdraw any Property under the preceding sentence absent payment of the Withdrawal Fee. If we withdraw any Property under (b) or (c) of this paragraph 9, the Withdrawal Fee must be paid within ten days of our notice to you of withdrawal. If any Property is withdrawn under (a) above, you will not be charged a Withdrawal Fee and such Property will be returned to you at your expense.

10. **Rescission.** You authorize us to rescind the sale of any Property in accordance with the Conditions of Sale and Terms of Guarantee, or if we learn that the Property is inaccurately described in the catalogue, or if we learn that the Property is a counterfeit (a modern forgery intended to deceive). If we receive from a purchaser notice of intention to rescind and we determine that a lot of the Property is subject to rescission under the Terms of Guarantee or as otherwise set forth above, we will credit the purchaser with the purchase price, you will return to us on ten days' notice to you any sale proceeds paid by us to you for such Property, and we will return the Property to you upon your reimbursing us for expenses incurred in connection with the rescinded sale, and paying us any other amounts you owe us or any of our affiliated entities.

11. **Private Sales.** If any lot fails to reach its reserve and is bought-in for your account, you authorize us, as your exclusive agent, for a period of 60 days following the auction, to sell the lot privately for a price that will result in a payment to you of not less than the net amount (after our selling commission and expenses) to which you would have been entitled had the lot been sold at a price equal to the agreed reserve. In such event, your obligations to us hereunder with respect to such lot are the same as if it had been sold at auction.

12. **Treatment of Unsold Property.** If any Property remains unsold for any reason after the auction, we will notify you. If such Property has not been sold privately pursuant to paragraph 11, and if it is not reconsigned to us for sale on mutually agreed-upon terms or picked up within 60 days after such notification, we may return it to you at your expense or sell it at public auction without reserve at a place and date determined by us. The proceeds of any such sale will be applied to any amount you owe us, or any of our affiliated entities, including but not limited to our commissions and expenses, and any excess will be remitted to you. Unless and until we reoffer and sell such Property or return it to you, we will hold it without charge for a period of 30 days after the auction in which it is offered but not sold; thereafter a handling charge of 1% per month of the mean of our presale estimates will be payable by you to cover our costs of handling.

13. **Estimates; Catalogue Descriptions.** Presale estimates, if any, are intended as guides for prospective bidders; we make no representations or warranties of the anticipated selling price of any Property and no estimate anywhere by us of the selling price of any Property may be relied upon as a prediction of the actual selling price. Estimates included in receipts, catalogues or elsewhere are preliminary only and are subject to revision by us from time to time in our sole discretion.

We will not be liable for any errors or omissions with respect to the auction, or in catalogue or other descriptions of the Property, and make no guarantees, representations or warranties whatsoever to you with respect to the Property, its authenticity, condition, value or otherwise.

14. **Use of Name.** We may use your name as owner of the Property or otherwise designate the Property as set forth on the first page of this Agreement when we offer it for sale or advertise or otherwise promote the sale, both before or after the auction, unless you initial the box below. If we may designate the Property, but in a form other than that appearing on the first page of this Agreement, please type or print your preferred designation on the line below and place your initials in the box next to it.

You may not use my name:

You may designate the Property as follows:

15. **Legal Status.** If you are acting as a fiduciary in executing this Agreement and in the transactions contemplated hereunder, please initial "Fiduciary" below and sign and return to us our standard "Fiduciary Agreement".

Fiduciary [ ]

If you are acting as an agent for someone who is not signing this Agreement, you and your principal jointly and severally assume your obligations and liabilities hereunder to the same extent as if you were acting as principal.

16. **Miscellaneous.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York. In the event of a dispute hereunder, you agree to submit to the exclusive jurisdiction of the state courts of and the federal courts sitting in the State of New York. This Agreement shall be binding upon your heirs, executors, beneficiaries, successors and assigns, but you may not assign this Agreement without our prior written consent. Any notices given hereunder to you or us shall be in writing to the respective address indicated on the first page of this Agreement (or to such other address as you or we may notify the other in writing) and shall be deemed to have been given five calendar days after mailing to such address. The paragraph headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. Neither you nor we may amend, supplement or waive any provision of this Agreement other than by means of a writing signed by each party hereto.

Please confirm your agreement with the foregoing by dating, signing and returning to us the duplicate copy of this Agreement.

SOTHEBY'S, INC.

By: Beth Carter Warner

ACCEPTED AND AGREED TO:

Jay A Baay  
Consignor

Dated: Jan. 8 93

Jay A Baay Fine Arts

Melinda Baay

© Sotheby's, Inc. 1992 John L. Marlon, principal auctioneer, #524728



# SOTHEBY'S

FOUNDED 1744

1334 York Avenue, New York, New York 10021 (212) 606-7000

## CONDITIONS OF SALE

This catalogue, as amended by any posted notices or oral announcements during the sale, is Sotheby's, Inc. and the Consignor's entire agreement with the purchaser relative to the property listed herein. The following Conditions of Sale, the Terms of Guarantee and any Glossary contained herein are the complete and only terms and conditions on which all property is offered for sale. The property will be offered by us as agent for the Consignor, unless the catalogue indicates otherwise.

1. The authenticity of the authorship of property listed in the catalogue is guaranteed as stated in the Terms of Guarantee; except as provided therein all property is sold "AS IS," and neither we nor the Consignor make any warranties or representations of the correctness of the catalogue or other description of the physical condition, size, quality, rarity, importance, provenance, exhibitions, literature or historical relevance of the property and no statement anywhere, whether oral or written, shall be deemed such a warranty or representation. Prospective bidders should inspect the property before bidding to determine its condition, size and whether or not it has been repaired or restored. We and the Consignor make no representations and warranties as to whether the purchaser acquires any copyrights, including but not limited to any reproduction rights, in the property.
2. A premium of 10% of the successful bid price will be added thereto and is payable by the purchaser as part of the total purchase price.
3. We reserve the right to withdraw any property before sale.
4. Unless otherwise announced by the auctioneer, all bids are per lot as numbered in the catalogue.
5. We reserve the right to reject any bid. The highest bidder acknowledged by the auctioneer will be the purchaser. In the event of any dispute between bidders, or in the event of doubt on our part as to the validity of any bid, the auctioneer will have the final discretion either to determine the successful bidder or to reoffer and resell the article in dispute. If any dispute arises after the sale, our sale record is conclusive. Although in our discretion we will execute order bids or accept telephone bids as a convenience to clients who are not present at auctions, we are not responsible for any errors or omissions in connection therewith.
6. If the auctioneer decides that any opening bid is below the value of the article offered, he may reject the same and withdraw the article from sale, and if, having acknowledged an opening bid, he decides that any advance thereafter is insufficient, he may reject the advance.
7. On the fall of the auctioneer's hammer, title to the offered lot will pass to the highest bidder acknowledged by the auctioneer, subject to fulfillment by such bidder of all of the conditions set forth herein, and such bidder thereupon (a) assumes full risk and responsibility therefor, (b) will sign a confirmation of purchase thereof, and (c) will pay the full purchase price therefor or such part as we may require. In addition to other remedies available to us by law, we reserve the right to impose a late charge of 1½% per month of the total purchase price if payment is not made in accordance with the conditions set forth herein. All property must be removed from our premises by the purchaser at his expense not later than 3 business days following its sale and, if it is not so removed, (i) a handling charge of 1% of the purchase price per month until its removal will be payable to us by the purchaser, with a minimum of 5% for any property not so removed within 60 days after the sale, and (ii) we may send the purchased property to a public warehouse for the account, risk and expense of the purchaser. If any applicable conditions herein are not complied with by the purchaser, in addition to other remedies available to us and the Consignor by law, including without limitation the right to hold the purchaser liable for the total purchase price, we at our option may either (a) cancel the sale, retaining as liquidated damages all payments made by the purchaser or (b) resell the property at public auction without reserve, and the purchaser will be liable for any deficiency, costs, including handling charges, the expenses of both sales, our commission on both sales at our regular rates, all other charges due hereunder and incidental damages. In addition, a defaulting purchaser will be deemed to have granted us a security interest in, and we may retain as collateral security for such purchaser's obligations to us, any property in our possession owned by such purchaser regardless of when we may acquire possession. We shall have all of the rights afforded a secured party under the New York Uniform Commercial Code with respect to such property and we may apply against such obligations all monies held or received by us for the account of, or due from us to, such purchaser. At our option, payment will not be deemed to have been made in full until we have collected funds represented by checks, or, in the case of bank or cashier's checks, we have confirmed their authenticity.
8. Lots marked with □ immediately preceding the lot number are offered subject to a reserve, which is the confidential minimum price below which such lot will not be sold. We may implement such reserves by bidding on behalf of the Consignor. In certain instances, the Consignor may pay us less than the standard commission rate where a lot is "bought-in" to protect its reserve. Where the Consignor is indebted to or has a monetary guarantee from us, and in certain other instances, where we or our affiliated companies may have an interest in the offered lots and the proceeds therefrom other than our commissions, we may bid therefor to protect such interests.
9. Unless exempted by law, the purchaser will be required to pay the combined New York State and local sales tax or any applicable compensating use tax of another state on the total purchase price. The rate of such combined tax is 8¼% in New York City and ranges from 4¼% to 8¼% elsewhere in New York State.
10. These Conditions of Sale 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 New York. 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 New York.
11. We are not responsible for the acts or omissions of carriers or packers of purchased lots, whether or not recommended by us. Packing and handling of purchased lots by us at the entire risk of the purchaser.
12. In no event will our liability to a purchaser exceed the purchase price actually paid.

## CONDITIONS OF SALE FOR SOTHEBY'S ARCADE AUCTIONS

This catalogue, as amended by any posted notices or oral announcements during the sale, is Sotheby's, Inc. (herein referred to as "we," "us," or "our") and the Consignor's entire agreement with the purchaser relative to the property listed herein. The following Conditions of Sale are the complete and only terms and conditions on which all property is offered for sale. The property will be offered by us as agent for the Consignor, unless the catalogue indicates otherwise.

1. All property is sold "AS IS," and neither we nor the Consignor make any guarantees, warranties or representations, expressed or implied, with respect to the property or the correctness of the catalogue or other description of the authenticity of authorship, physical condition, size, quality, rarity, importance, provenance, exhibitions, literature or historical relevance of the property or otherwise. No statement anywhere, whether oral or written, shall be deemed such a guarantee, warranty or representation. Prospective bidders should inspect the property before bidding to determine its condition, size and whether or not it has been repaired or restored. We and the Consignor make no representation or warranty as to whether the purchaser acquires any copyrights, including but not limited to any reproduction rights, in the property.
2. However, if within 14 calendar days of the sale of any lot, the purchaser gives notice in writing to us that the lot is counterfeit and within 14 calendar days after such notice, the purchaser returns the lot to us in the same condition as when sold, and demonstrates to our satisfaction that the lot is counterfeit, we will refund the purchase price.

3. A premium of 10% of the successful bid price will be added thereto and is payable by the purchaser as part of the total purchase price.
4. We reserve the right to withdraw any property before sale.
5. Unless otherwise announced by the auctioneer, all bids are per lot as numbered in the catalogue.
6. We reserve the right to reject any bid. The highest bidder acknowledged by the auctioneer will be the purchaser. In the event of any dispute between bidders, or in the event of doubt on our part as to the validity of any bid, the auctioneer will have the final discretion either to determine the successful bidder or to reoffer and resell the article in dispute. If any dispute arises after the sale, our sale record is conclusive. Although in our discretion we will execute order bids or accept telephone bids as a convenience to clients who are not present at auctions, we are not responsible for any errors or omissions in connection therewith.
7. If the auctioneer decides that any opening bid is below the value of the article offered, he may reject the same and withdraw the article from sale, and, if, having acknowledged an opening bid, he decides that any advance thereafter is insufficient, he may reject the advance.
8. On the fall of the auctioneer's hammer, title to the offered lot will pass to the highest bidder acknowledged by the auctioneer, subject to fulfillment by such bidder of all of the conditions set forth herein, and such bidder thereupon (a) assumes full risk and responsibility therefor, and (b) will pay the full purchase price therefor or such part as we may require. In addition to other remedies available to us by law, we reserve the right to impose a late charge of 1½% per month of the total purchase price if payment is not made in accordance with the conditions set forth herein. All property must be removed from our premises by the purchaser at his expense not later than 3 business days following its sale and, if it is not so removed, (i) a handling charge of \$10 per day for (A) each rug or furniture lot, (B) up to five lots of decorative arts other than furniture and (C) all other lots until removal will be payable to us by the purchaser, and (ii) in addition, we may send the purchased property to a public warehouse for account, risk and expense of the purchaser.
9. If any applicable conditions herein are not complied with by the purchaser, in addition to other remedies available to us and the Consignor by law, including without limitation the right to hold the purchaser liable for the total purchase price, we at our option may either (a) cancel the sale, retaining as liquidated damages all payments made by the purchaser or (b) resell the property at public auction without reserve, and the purchaser will be liable for any deficiency, costs, including handling charges, the expenses of both sales, our commission on both sales at our regular rates, all other charges due hereunder and incidental damages. In addition, a defaulting purchaser will be deemed to have granted us a security interest in, and we may retain as collateral security for such purchaser's obligation 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. At our option, payment will not be deemed to have been made in full until we have collected funds represented by checks, or, in the case of bank or cashier's checks, we have confirmed their authenticity.
10. Lots marked with  immediately preceding the lot number are offered subject to a reserve, which is the confidential minimum price below which such lot will not be sold. We may implement such reserves by bidding on behalf of the Consignor. In certain instances, the Consignor may pay us less than the standard commission rate where a lot is "bought-in" to protect its reserve. Where the Consignor is indebted to, or has a monetary guarantee from, us, and in certain other instances, where we or our affiliated companies may have an interest in the offered lots and the proceeds therefrom other than our commissions, we may bid therefor to protect such interests.
11. Unless exempt by law, the purchaser will be required to pay the combined New York State and local sales tax or any applicable compensating use tax of another state on the total purchase price. The rate of such combined tax is 8¼% in New York City and ranges from 4¼% to 8¼% elsewhere in New York State.
12. These Conditions of Sale 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 New York. 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 New York.
13. We are not responsible for the acts or omissions of carriers or packers of purchased lots, whether or not recommended by us. Packing and handling of purchased lots by us is at the entire risk of the purchaser. In no event will we be liable for damage to glass or frames, regardless of the cause.
14. In no event will our liability to a purchaser exceed the purchase price actually paid.

**30 day trade terms not applicable at Sotheby's Arcade Auctions.**

#### TERMS OF GUARANTEE

We guarantee the authenticity of Authorship of each lot contained in this catalogue on the terms and conditions set forth below.

##### 1. Definition of Authorship

"Authorship" means the identity of the creator, the period, culture, source of origin of the property, as the case may be, as set forth in the BOLD TYPE HEADING of such catalogue entry.

##### 2. Guarantee Coverage

Subject to the exclusions of (i) attributions of paintings, drawings or sculpture executed prior to 1870, and (ii) periods or dates of execution of the property, as explained in Paragraph 5 below, if within five (5) years from the date of the sale of any lot, the original purchaser of record tenders to us a purchased lot in the same condition as when sold through us and it is established that the identification of Authorship (as defined above) of such lot set forth in the BOLD TYPE HEADING of the catalogue description of such lot (as amended by any posted notices or oral announcements during the sale) is not substantially correct based on a fair reading of the catalogue including the terms of any Glossary contained herein, the sale of such lot will be rescinded and the original purchase price refunded.

##### 3. Non-Assignability

It is specifically understood that the benefits of this Guarantee are not assignable and shall be applicable only to the original purchaser of the lot from us and not to the subsequent owners or others who have or may acquire an interest therein.

##### 4. Sole Remedy

It is further specifically understood that the remedy set forth herein, namely the rescission of the sale and refund of the original purchase price paid for the lot, is exclusive and in lieu of any other remedy which might otherwise be available as a matter of law.

##### 5. Exclusions

The Guarantee covers only the correctness of description of Authorship (as defined in 1 above) as identified in the BOLD TYPE HEADING of the catalogue item but does not extend to (i) the identity of the creator of paintings, drawings and sculpture executed before 1870 unless these works are determined to be counterfeits, as this is a matter of current scholarly opinion which can change, (ii) the identification of the periods or dates of execution of the property which may be proven inaccurate by means of scientific process not generally accepted for use until after publication of the catalogue, or (iii) titles or other identification of offered lots or descriptions of physical condition and size, quality, rarity, importance, provenance, exhibitions and literature of historical relevance, which information normally appears in lower case type below the BOLD TYPE HEADING identifying the Authorship. Although our best judgment is used in attributing paintings, drawings and sculpture created prior to 1870 through the appropriate use of Glossary terms, and due care is taken to insure the correctness of the supplemental material which appears below the BOLD TYPE HEADING of each entry in the catalogue, the Guarantee does not extend to any possible errors or omission therein.



ALFRED BADER FINE ARTS

DR. ALFRED BADER

ESTABLISHED 1961

October 21, 1994

Via Fax 212 606 7019

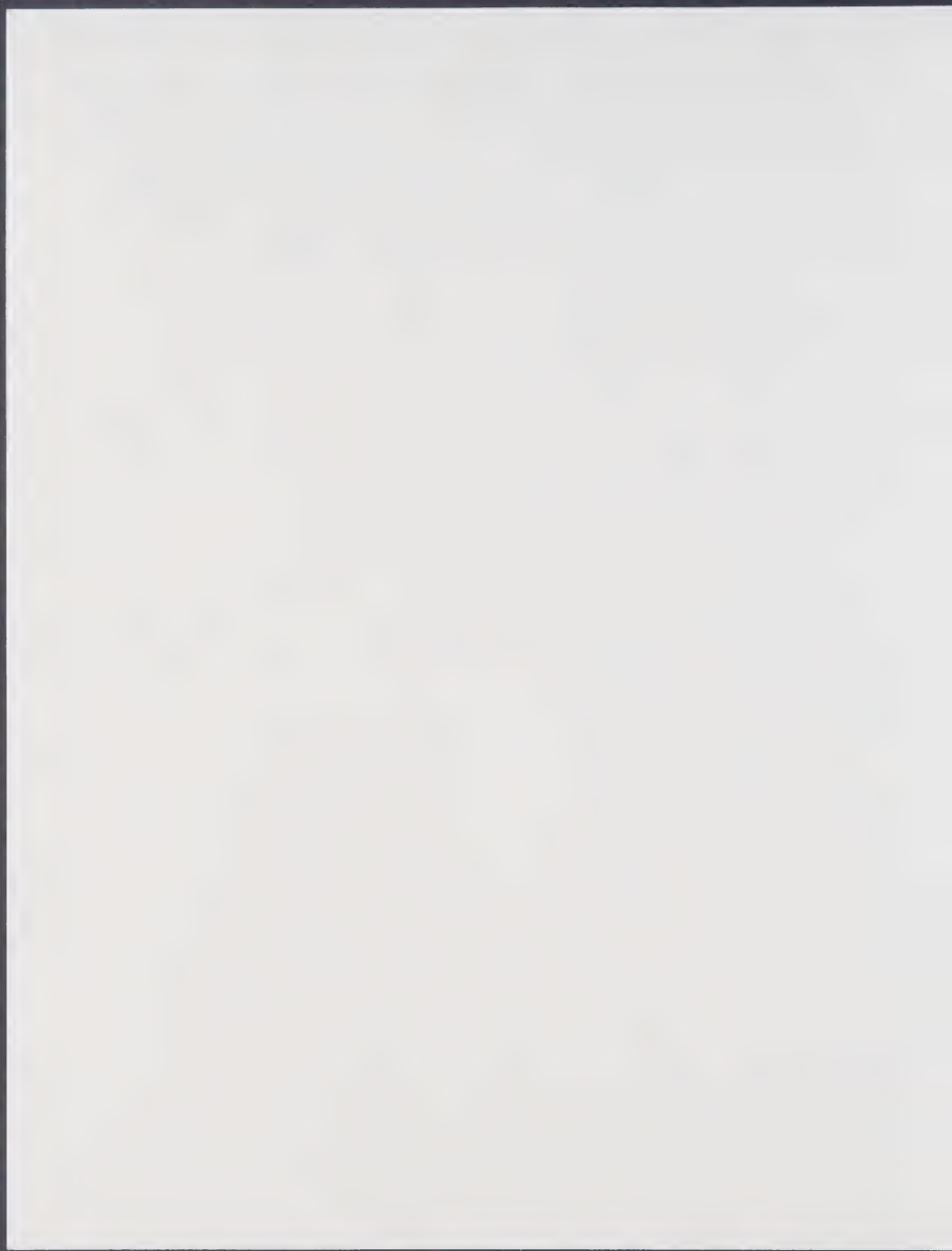
Mr. Ian Irving  
Silver Department  
Sotheby's  
1334 York Avenue  
New York, New York 10021

Dear Mr. Irving:

This is to authorize you to release to Michael Hatcher the silver goblet left with you for examination in October 1992.

Sincerely,

*By Appointment Only*  
ASTOR HOTEL SUITE 622  
924 EAST JUNEAU AVENUE  
MILWAUKEE WISCONSIN USA 53202  
TEL 414 277-0730 FAX 414 277-0709



# SOTHEBY'S

FOUNDED 1744

1551 York Avenue, New York, New York 10021  
Telephone: (212) 606-7000  
Telex: New York 232011 SPTLR

June 23, 1994

Dr. Alfred Bader  
Alfred Bader Corp.  
Astor Hotel  
Suite 622  
924 East Juneau Avenue  
Milwaukee, WI 53202

Dear Dr. Bader :

To be sure that the record of your account with us is accurate and up-to-date, we would be very grateful if you could review the information below. If our information correct, please sign the bottom of this letter for confirmation. If you wish to make any changes please do so on the enclosed Purchaser Information Form. Please return it or this letter in the return envelope.

Account# 6116035

Name/Address

Dr. Alfred Bader  
Astor Hotel  
Suite 622  
924 East Juneau Avenue  
Milwaukee, WI 53202

Bank References

Mr. David La Croix  
Marshall & Isley Bank  
770 N. Water Street  
Milwaukee, WI 53202

Tel: (414) 765-7700  
Acct# 50-98-1533

Tel: (414) 962-5169 (H)/(414) 962-8322 (FAX)

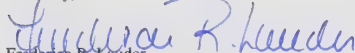
Persons Authorized to bid and pick up:

I authorize the above references to provide you with any information in their possession regarding their business experience with me.

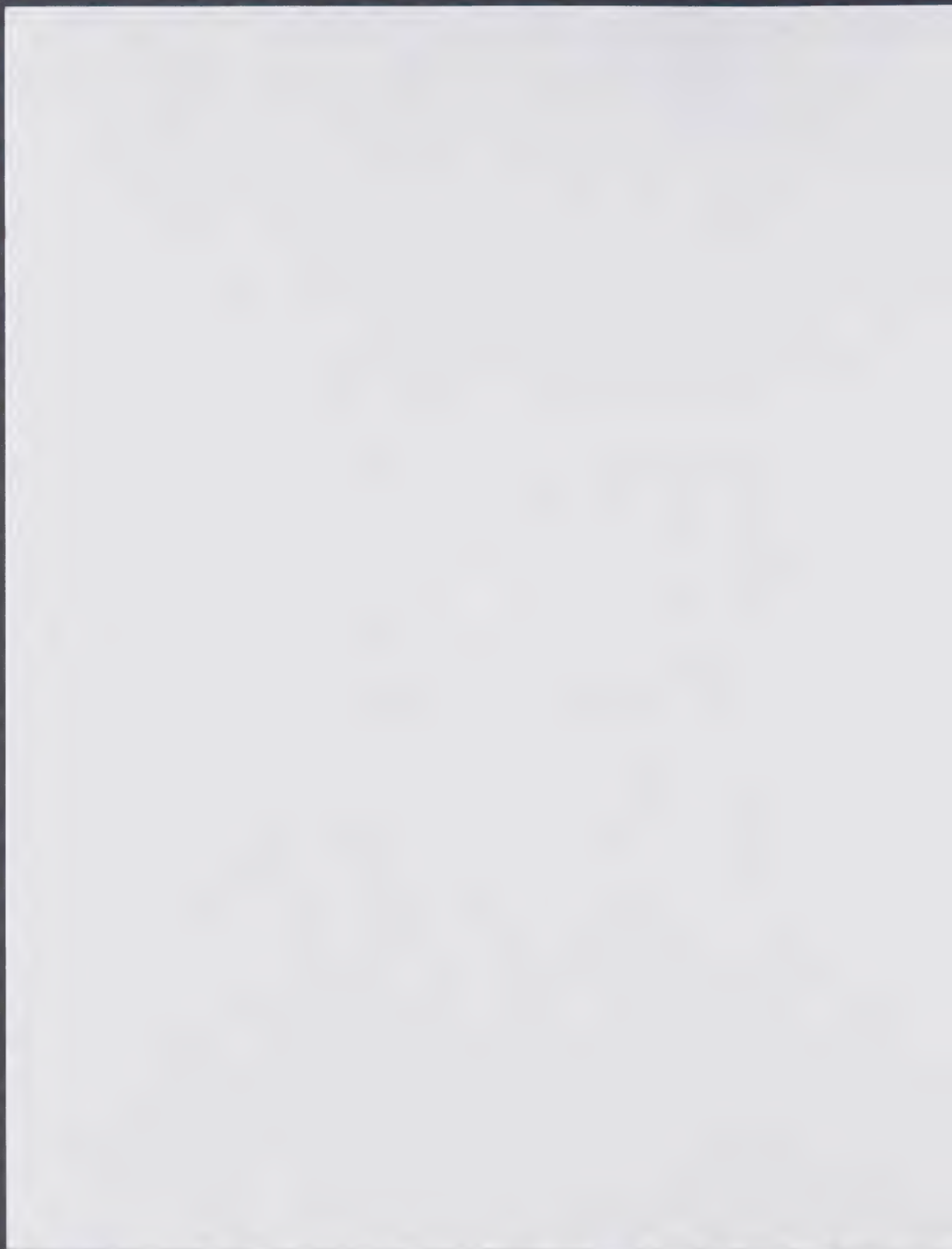
Signature \_\_\_\_\_

If you have any questions, please don't hesitate to call me at (212) 606-7490.

Sincerely,



Frederica R. Lander  
Credit Department





ALFRED BADER FINE ARTS

DR. ALFRED BADER

March 31, 1994

ESTABLISHED 1961

Via Fax 212 606 7016

Sotheby's  
1334 York Avenue  
New York, New York 10021

Ladies and Gentlemen:

Thank you for sending me the condition report on today's No. 333, the Costigan.

Please telephone me this afternoon at 414 277 0730 so that I can bid on Lot 333.

My client account No. is 04007688.

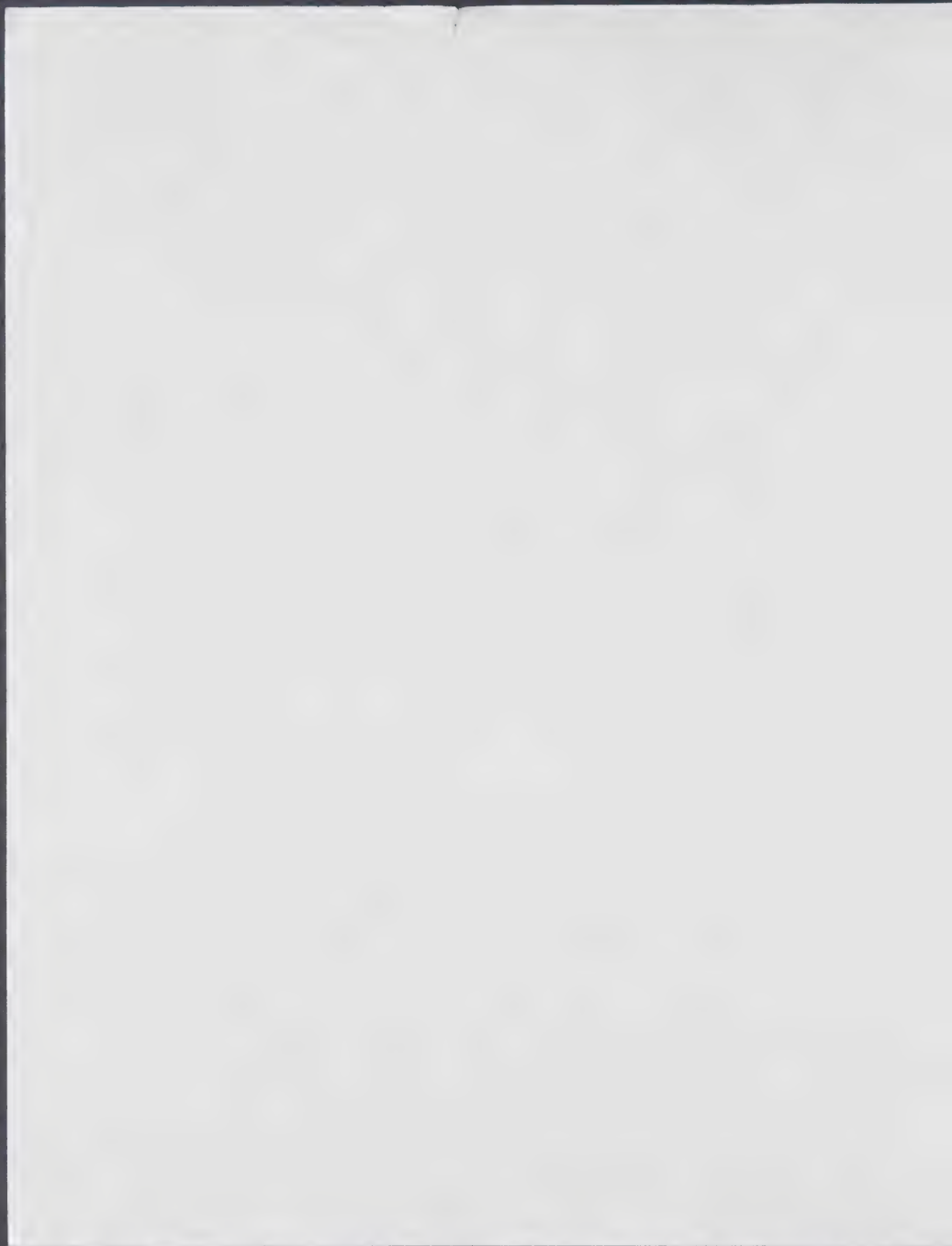
For the sake of good order, please fax me at 414 277 0709 that you have received this fax.

Many thanks for your help.

Sincerely,

Alfred Bader

*By Appointment Only*  
ASTOR HOTEL SUITE 622  
924 EAST JUNEAU AVENUE  
MILWAUKEE WISCONSIN USA 53202  
TEL 414 277-0730 FAX 414 277-0709





# SOTHEBY'S

FOUNDED 1744

1334 York Avenue, New York, New York 10021

Telephone: (212) 606-7000

Telex: New York 232643 (SPB UR)

March 21, 1994

To: Alfred Bader

From: Sotheby's Arcade Fine Arts

---

Condition Reports for Arcade Sale #1464  
Arcade American Paintings, Drawings, and Sculpture  
March 31, 1994

333

John E. Costigan (1888-1972)

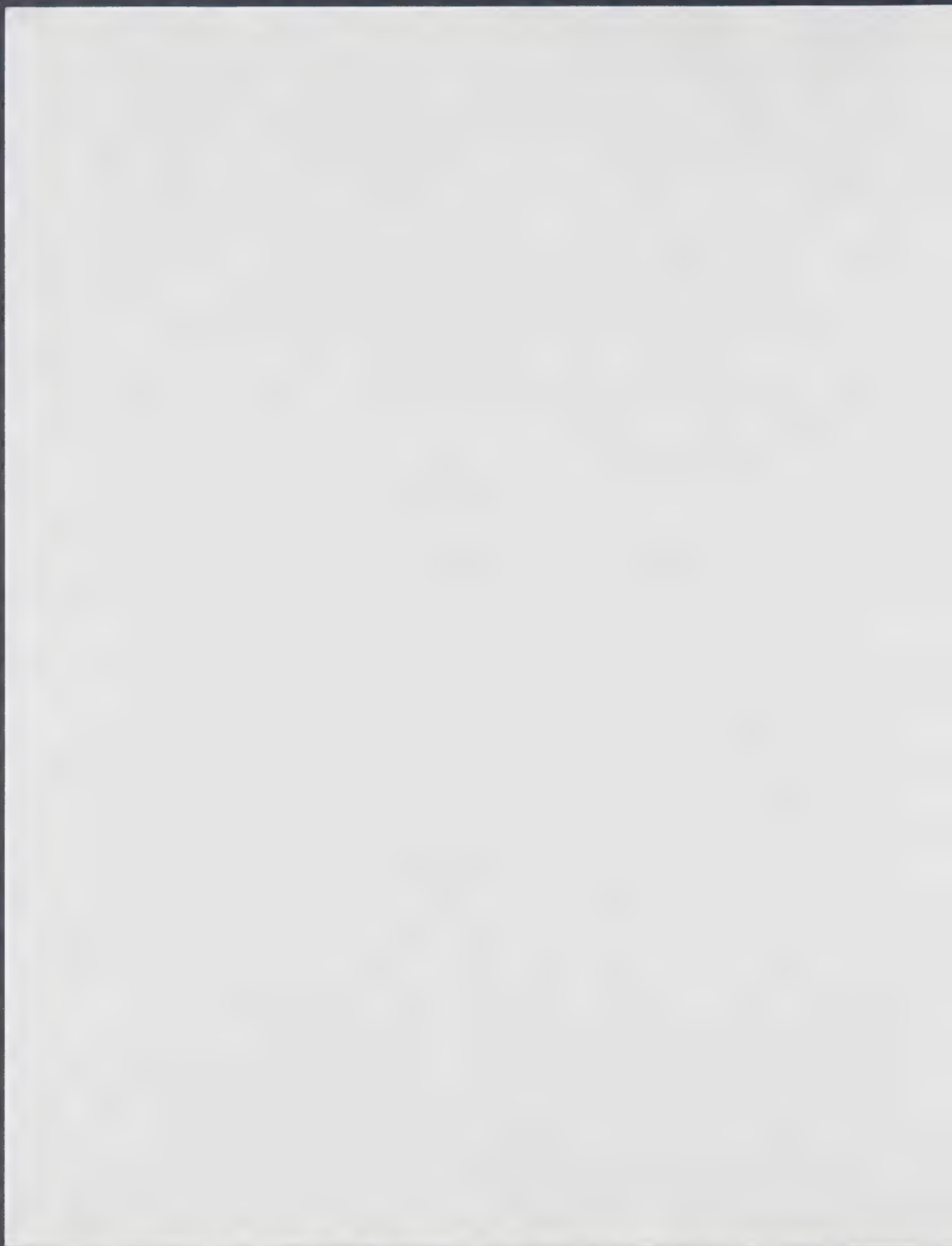
Surface: overall fine condition UV: fine

Please note that Sotheby's is pleased to provide an opinion on the condition of a work as a service to our clients. However since we are not professional conservators, we do not guarantee the content of the written condition reports.

Thank you for your interest.



Arcade Paintings



# SOTHEBY'S

FOUNDED 1744

1334 York Avenue, New York, New York 10021

Telephone: (212) 606-7000

Telex: New York 232643 (SPB UR)

August 5, 1993

Dear Client:

As the 1992-1993 season draws to a close, I wanted to relay my thoughts on the state of the Old Master Paintings market. The major difference we've noticed in the market over the last twelve months has been the resurgence of North and South American private collectors as active bidders. This was evident in our Important sale of May 20, where practically all of the major lots were bought by private collectors from this side of the Atlantic. On the other hand, the active participation of French and Italian private collectors and dealers, which was clearly in evidence from 1990-1992, is now less dramatic. Although these clients do still play a part, it is by far a less dominant one than it was one year ago.

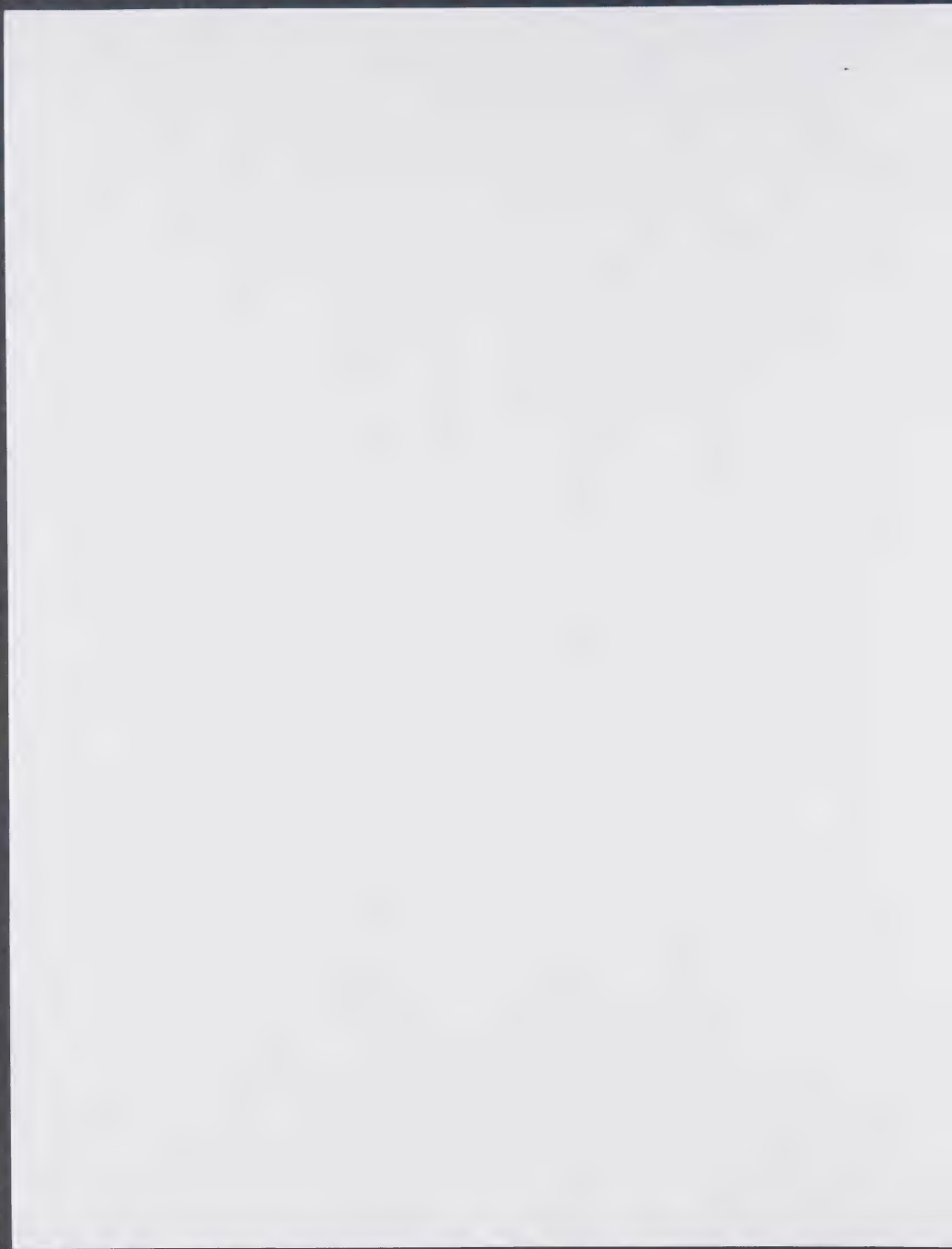
Old Masters have enjoyed a steady market over the last ten years, and I can state with pleasure that prices have remained stable throughout the last four years. In fact, the prices now realized for paintings which have not been on the market for many years are often achieving levels higher than anyone previously expected.

One of the most exciting illustrations of this was the marvelous *Portrait of Jacob Obrecht*, the famous composer, which was sold on January 15, 1993. Traditionally thought to be by Hans Memling, there was no current consensus on the attribution; this led us to sell it as School of Bruges, late 15th century, with an estimate of \$400,000-600,000. The painting was acquired by the Kimbell Art Foundation for \$2,422,500. In the same sale, a stunning *Still Life* by Jan Davidsz. de Heem, which had not been cleaned for at least 50 years and remained in marvelous condition, was sold for \$1,542,500 against an estimate of \$350,000-450,000.

More recently, in the May 20 sale, a private collector acquired a beautiful *View of the Riva degli Schiavone, Venice* by Canaletto for \$2,642,500. Another highlight was one of the masterpieces of the important Spanish still life painter Juan de Arellano which was estimated to bring between \$750,000-950,000 and brought \$1,102,500.

We are now preparing the catalogue of one of the most exciting collections we have ever had the opportunity to handle—paintings from the Estate of Peter J. Sharp. Peter Sharp was one of the most discriminating and important collectors of Old Master paintings in the United States. The 20 pictures that will be sold in January 1994 comprise one of the finest groups of pictures to appear on the market in many years. Included in the sale are extremely important and rare works by Annibale Carracci and Jan Gossaert, called Mabuse, in addition to other marvelous paintings by Sir Peter Paul Rubens, Canaletto, Adam Elsheimer, Giovanni Girolamo Savoldo, Giovanni Battista Tiepolo and many others.

If you wish to see these paintings prior to the sale, our Old Master Paintings Department welcomes a visit from you in the coming months. Heidi Chin and I have



# SOTHEBY'S

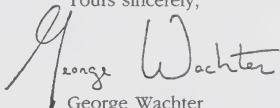
FOUNDED 1744

now been working together in this department for 13 years, and we are fortunate enough to have two other excellent specialists in our department: Scott Schaefer, who joined us in 1989 from his job as Curator of European Paintings at the Los Angeles County Museum of Art, and Christopher Apostle, who joined Sotheby's in 1986. Andrea Kust, who is a cataloguer in the department, has been with us for 15 years and our department has the benefit of two administrators in Alison Ross and Leslie Rutherford.

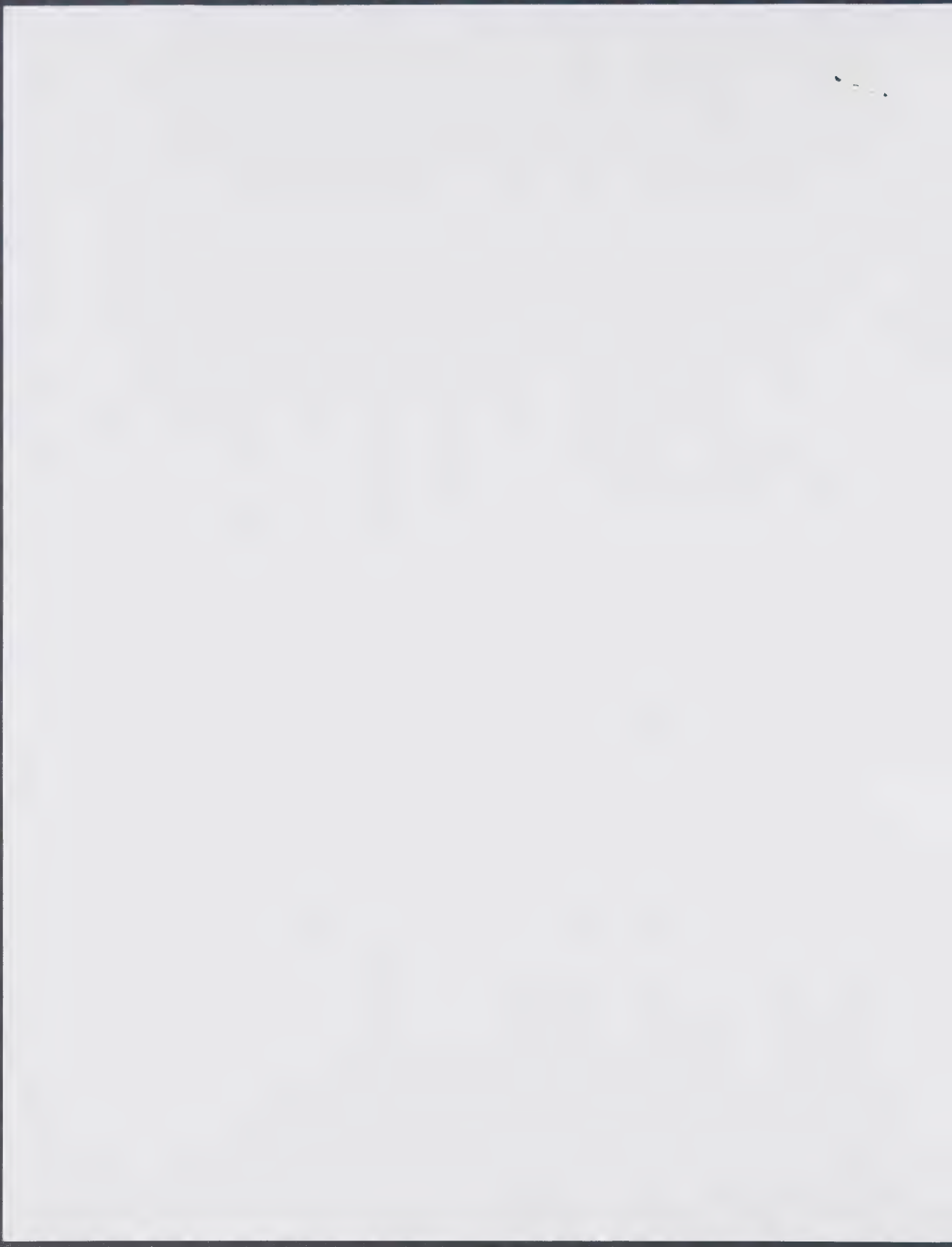
Please do not hesitate to call any one of us at any time with questions you may have about the Peter Sharp Estate or with anything else in which you might be interested. If you are considering consigning any works to the Important sale in January, which coincides with the sale of the Sharp paintings, please let us know. We will do whatever we can to assist you. The deadline for the Important sale is October 15.

With all best wishes for a pleasant summer, and with hopes to see you soon, I remain,

Yours sincerely,

A handwritten signature in cursive script that reads "George Wachter". The signature is written in dark ink and is positioned above the typed name and title.

George Wachter  
Senior Vice President  
Director  
Old Master Paintings Department



ORDER

# SOTHEBY'S

1334 YORK AVENUE  
NEW YORK, NY 10021

Bill to Account:

061160

DR. ALFRED BADER  
ALFRED BADER FIN  
ASTOR HOTEL  
SUITE 622  
924 EAST JUNEAU  
MILWAUKEE, WI 53202

Sale No: IMPRESSI  
Sale Date: 6416  
12 MAY 9

## ALFRED BADER FINE ARTS

940 W. ST. PAUL AVE.  
MILWAUKEE, WI 53233

PAY TO THE ORDER OF

*Post Office*  
*Delivered Kansas has hundred and fifty*

M&I Marshall & Ilsley Bank  
Milwaukee, Wisconsin 53202

FOR

*let 197, Kollwitz drawing*

⑆001148⑆ ⑆075000051⑆ 000⑆36 A 29E⑆

*May 12 1993*  
\$ 17

*David R Bar*

Lot Number	Description	Amount
0197	KATHE KOLLWITZ BILDHAUER OPANOS	17,250.00

To Ensure Proper Credit  
Be Returned With Your R

Client No. 1148

SUB TOTAL 17,250.00  
TAX -  
TOTAL DUE 17,250.00

*Other*  
*1 you can pass*  
*from as soon*  
*profit -*  
*up to 1/1.*  
*check made for*  
*you today - will*  
*many other papers.*

3 (S) CONDUCTING SALE: LUCY MITCHELL-LINNES  
CONSUMER AFFAIRS LICENSE #7986497

*Please allow Dr. Otto Neumann*  
*to pick up his drawing*

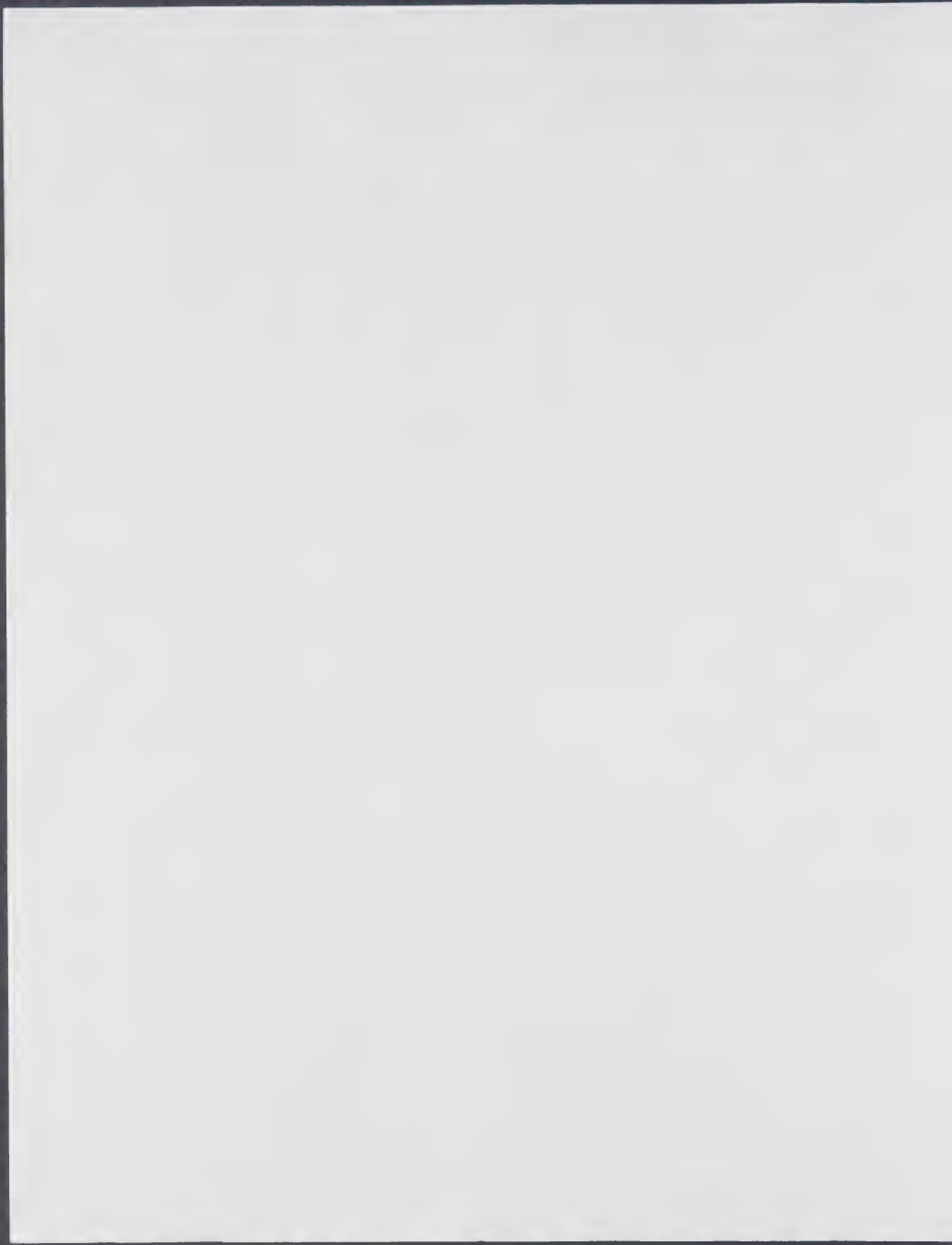
*Thank*

*Opt. a Bar*

TOTAL DUE 17,250.00

able

If you wish to wire payment, direct funds to Chemical Bank, 277 Park Avenue, New York, New York 10172. Sotheby's Account No. 006-064604. (A routing number 021400125 include your customer number the sale and lot numbers







ALFRED BADER FINE ARTS

DR. ALFRED BADER

ESTABLISHED 1961

May 6, 1993

Via Fax 212 606 7039

Mr. Christopher Apostle  
Sotheby's  
1334 York Avenue  
New York, New York 10021

Dear Christopher:

May I impose on you to help me in placing a bid in your sale of modern drawing on Wednesday, May 12th.

I would like to bid to a hammer price of U.S.\$15,000 for Lot 197, the drawing of a sculptor by Käthe Kollwitz.

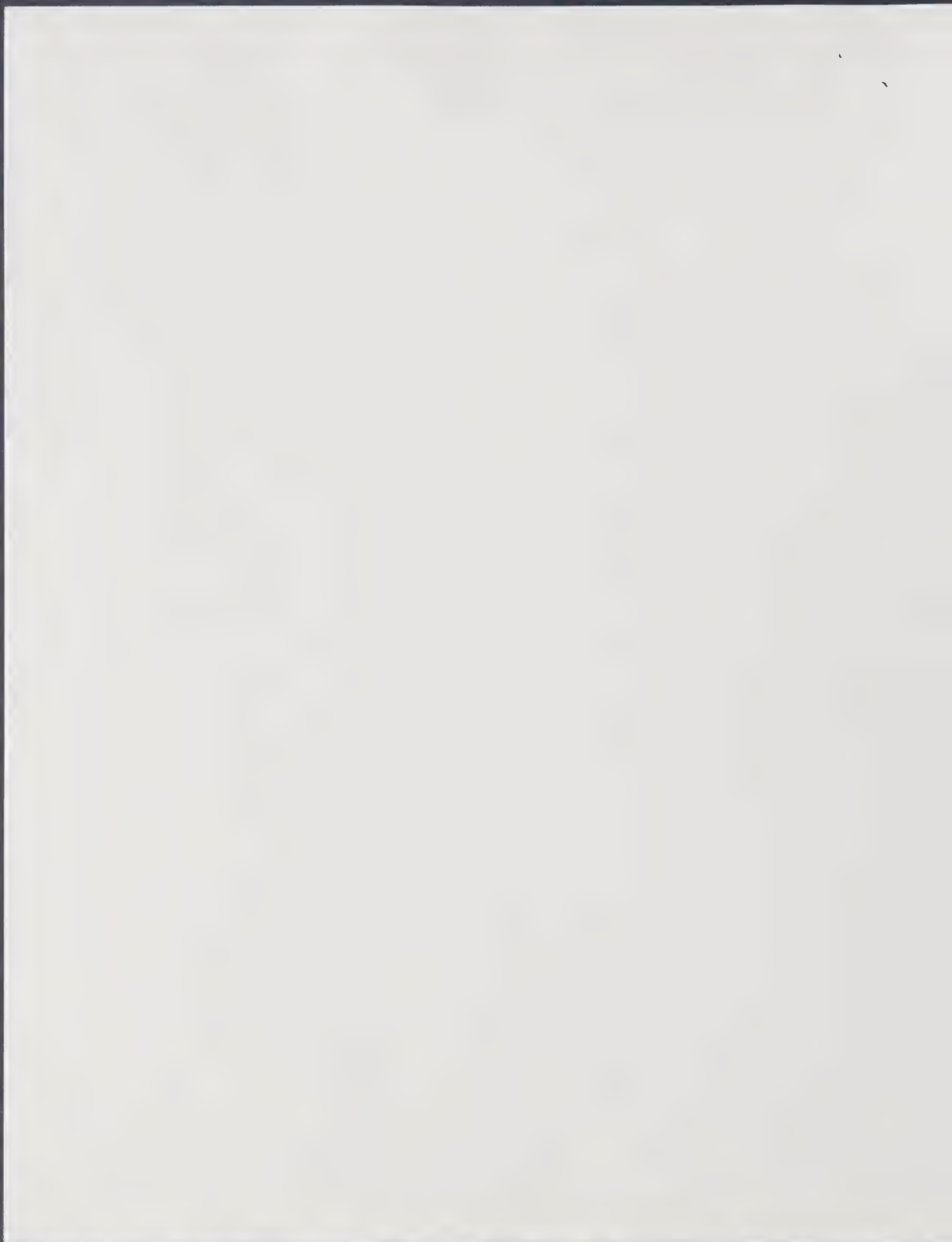
If I am successful, I would like to ask Dr. Otto Naumann to pick up the drawing after I have made payment.

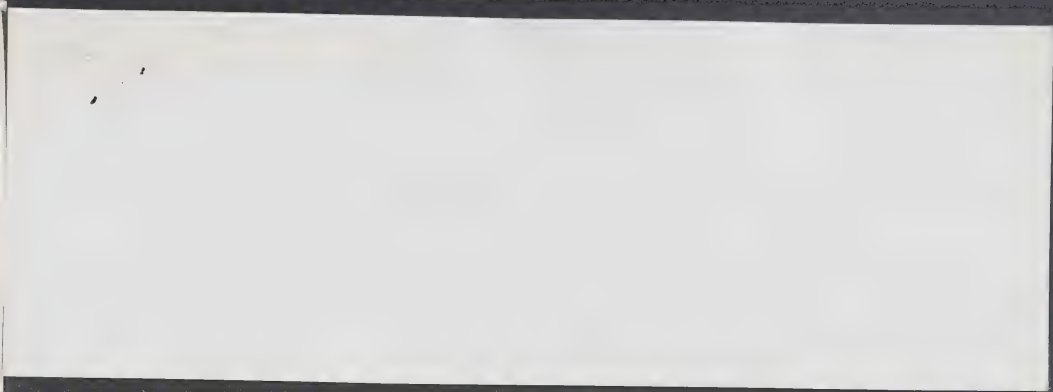
Thank you for your help.

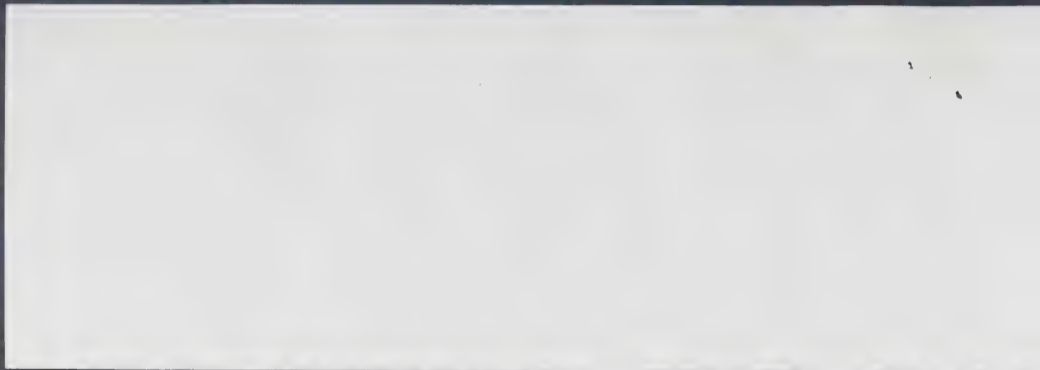
Sincerely,

c: Dr. Otto Naumann

*By Appointment Only*  
ASTOR HOTEL SUITE 622  
924 EAST JUNEAC AVENUE  
MILWAUKEE WISCONSIN USA 53202  
Tel 414 277 0730 FAX 414 277-0709







5/6

May 6, 1993

Via Fax 212 606 7039

Mr. Christopher Apostle  
Sotheby's  
1334 York Avenue  
New York, New York 10021

Dear Christopher:

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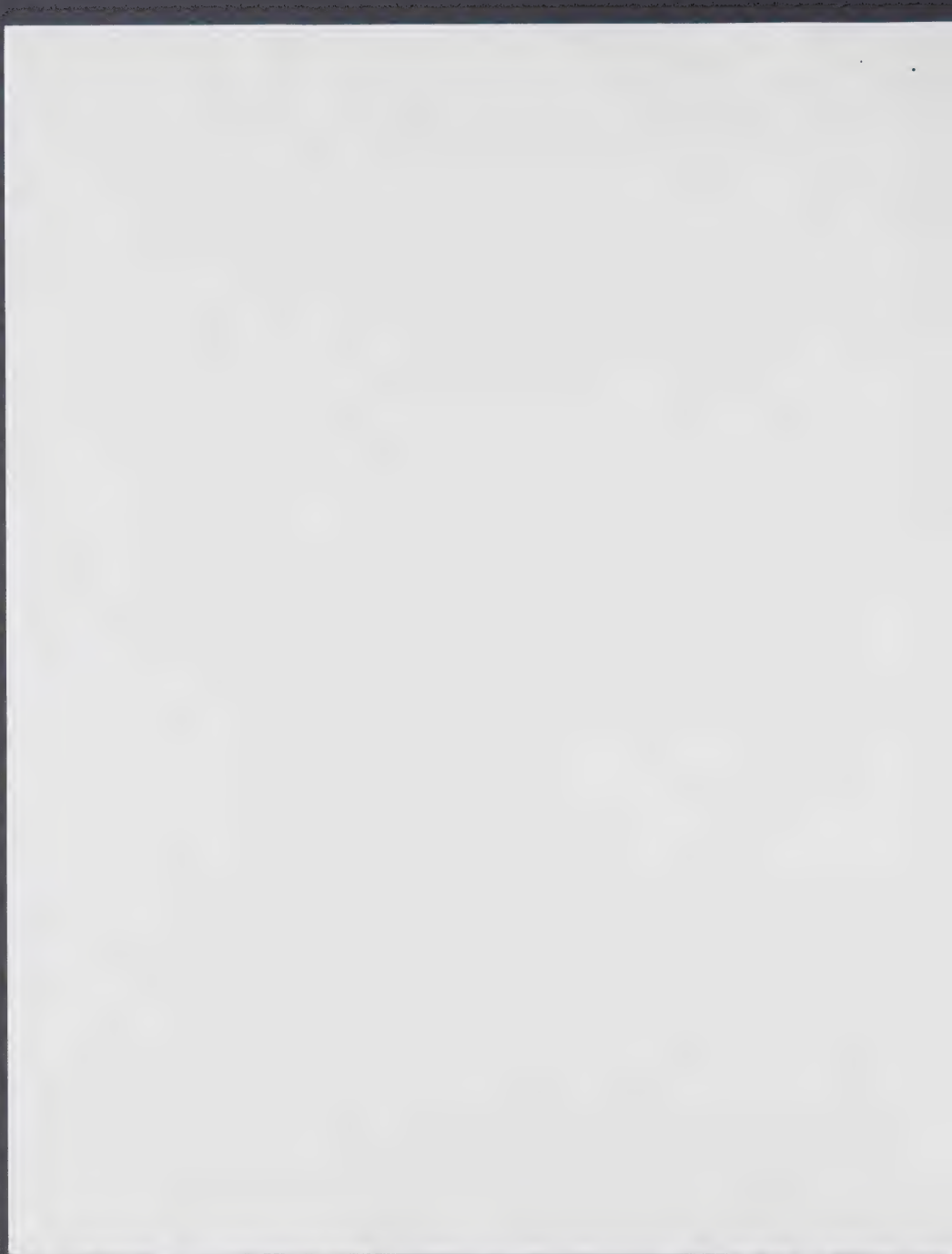
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If I am successful, I would like to ask Dr. Otto Naumann to pick up the drawing after I have made payment.

Thank you for your help.

Sincerely,

c: Dr. Otto Naumann



Sotheby's New York  
May 17 93.



197

□ 197  
**Käthe Kollwitz**

BILDHAUER OPANOS

Signed and titled  
Charcoal on paper  
18 1/2 by 26 in. 47 by 66 cm.

Drawn in 1928.

*Exhibited:*

Nürnberg, *Ausstellung Deutscher Handzeichnungen und Aquarelle der Gegenwart*, 1929, no. 611  
Cambridge, Busch-Reisinger Museum, Harvard University, 1989, on loan

*Literature:*

Otto Nagel, *Käthe Kollwitz, Die Handzeichnungen*, Berlin, 1972, no. 1157, illustrated p. 424

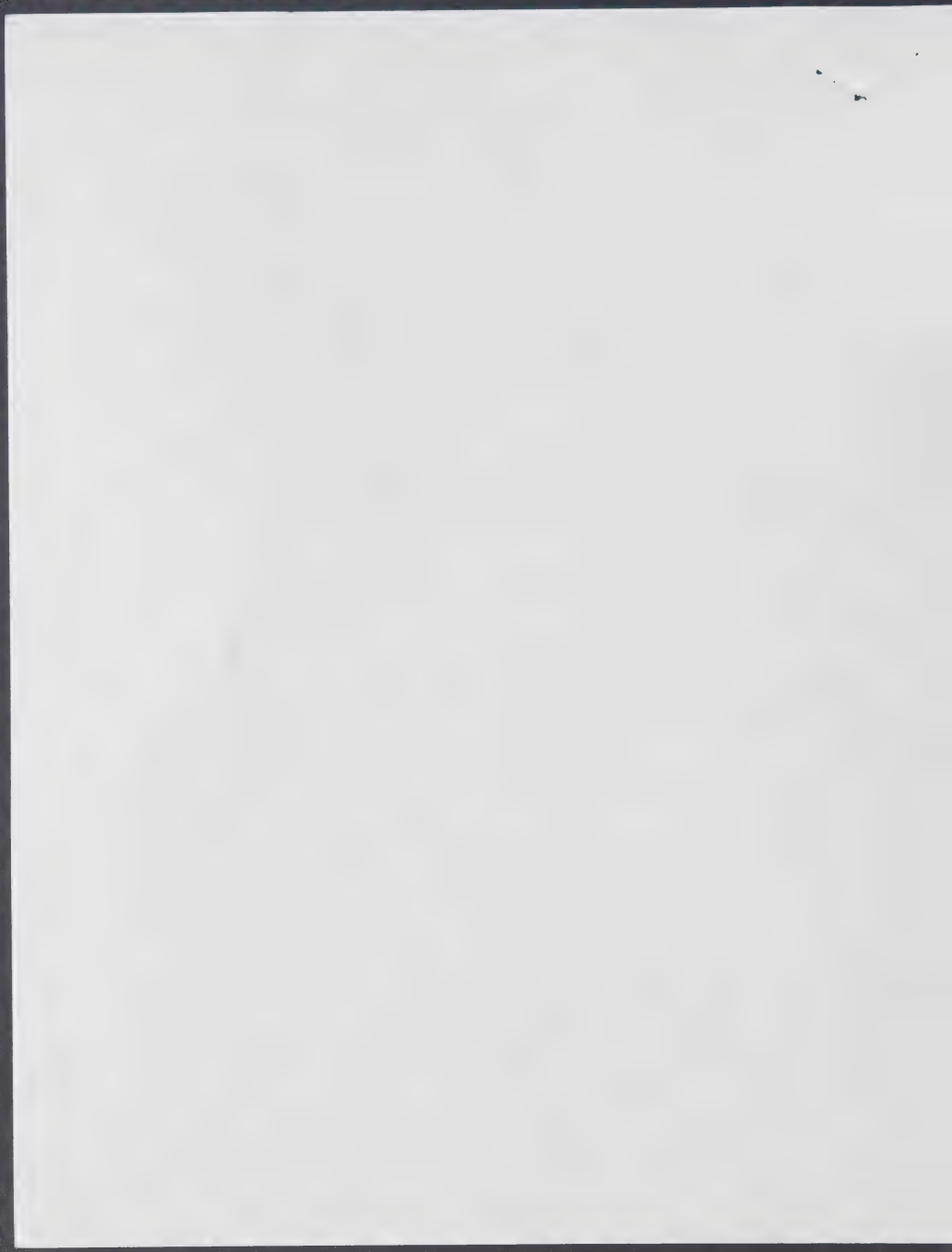
\$16,000-20,000

Otto:

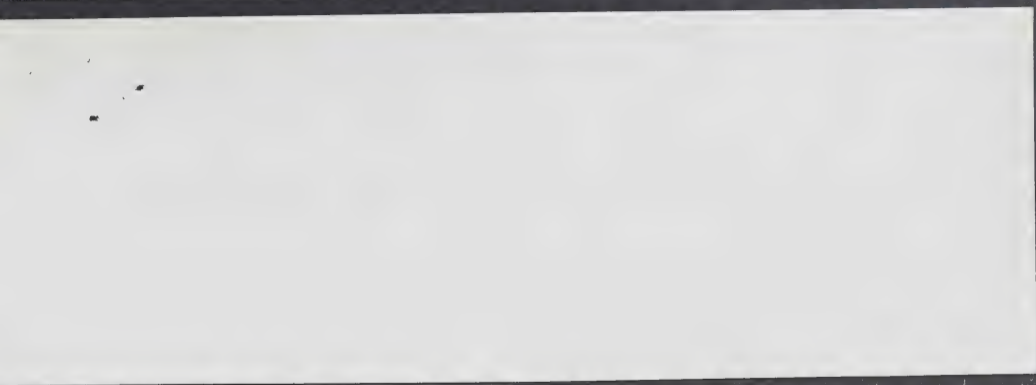
If I buy this for \$15,000, would  
you have any chance to sell?

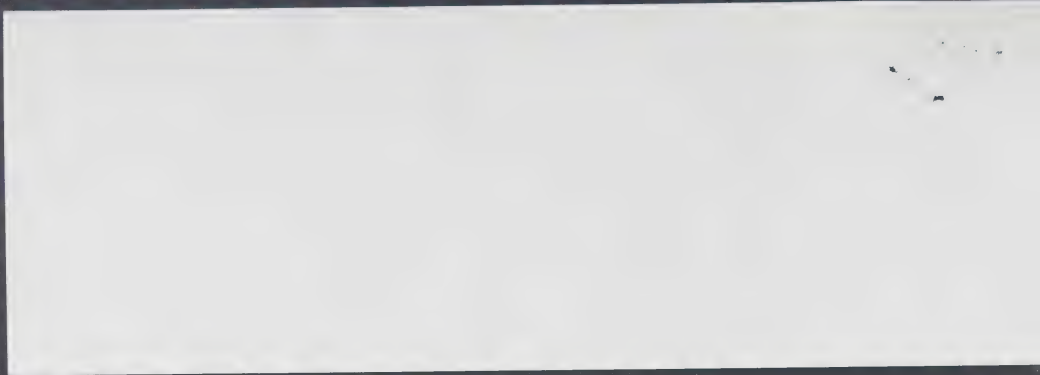
4/30

Bert wishes  
Anna









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## Impressionist and Modern Paintings, Drawings and Sculpture, Part II

◆ **Special notice to Purchasers in sale 6416, lots 103, 104, 112, 136, 154, 155 and 177.**

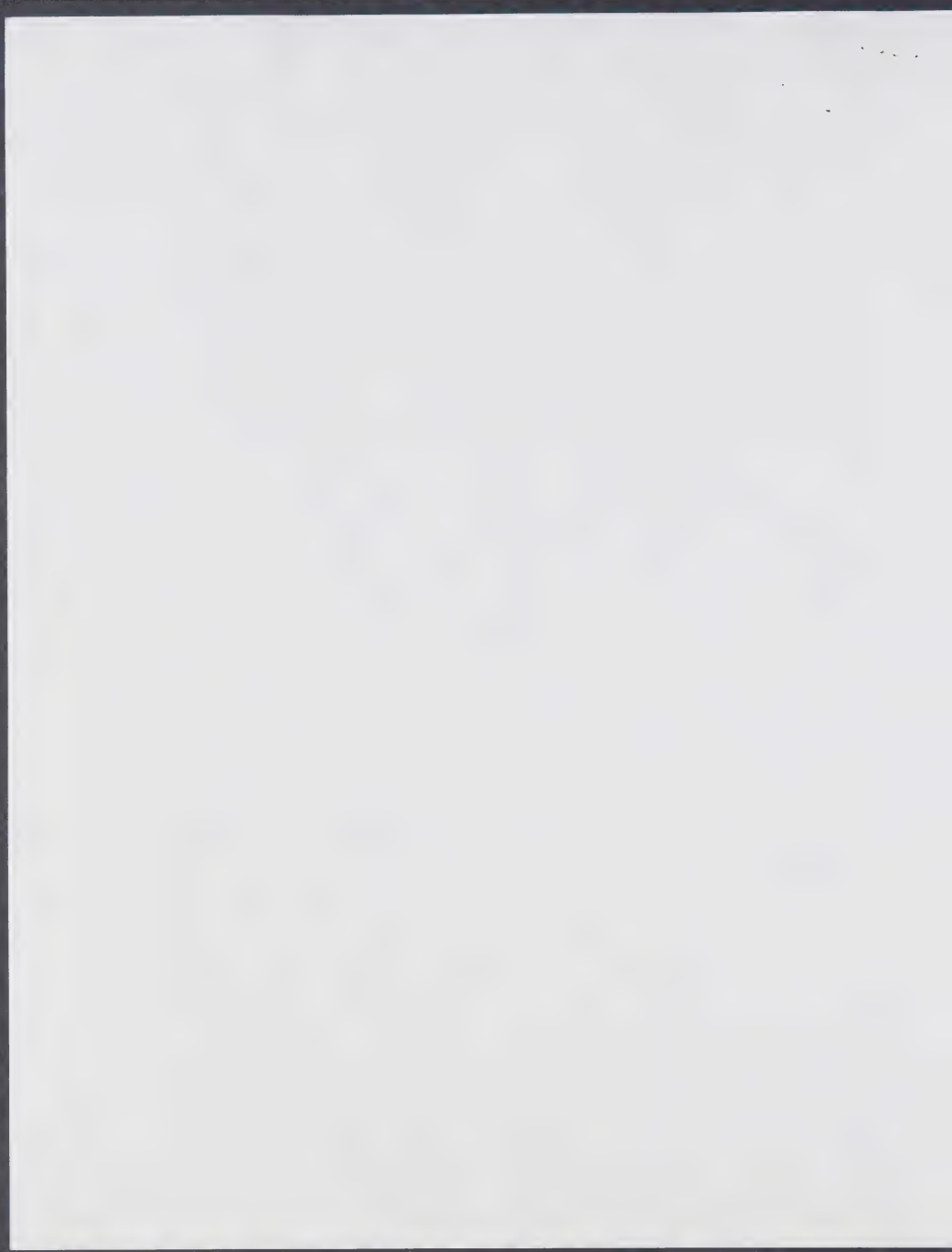
Notwithstanding paragraph 10 of the Conditions of Sale, and in accordance with Section 1116 (a) of the New York Sales Tax law, we are not obligated to collect New York State or local sales tax on the total purchase price of lot(s) 103, 104, 112, 136, 154, 155 and 177 sold by us at this sale and delivered to purchasers in New York State. Deliveries outside of New York State may be subject to the sale or compensating use tax of another state. Where a duty of collection of such taxes is imposed on us by law, we will require payment thereof by the purchaser.

---

*First Session:*

*Wednesday, May 12, 1993  
at 10:15 am*

LOTS 101 TO 209





ALFRED BADER FINE ARTS

DR. ALFRED BADER

ESTABLISHED 1971

May 6, 1993

Via Fax 212 606 7039

Mr. Christopher Apostle  
Sotheby's  
1334 York Avenue  
New York, New York 10021

Dear Christopher:

May I impose on you to help me in placing a bid in your sale of modern drawing on Wednesday, May 12th.

I would like to bid to a hammer price of U.S.\$15,000 for Lot 197, the drawing of a sculptor by Käthe Kollwitz.

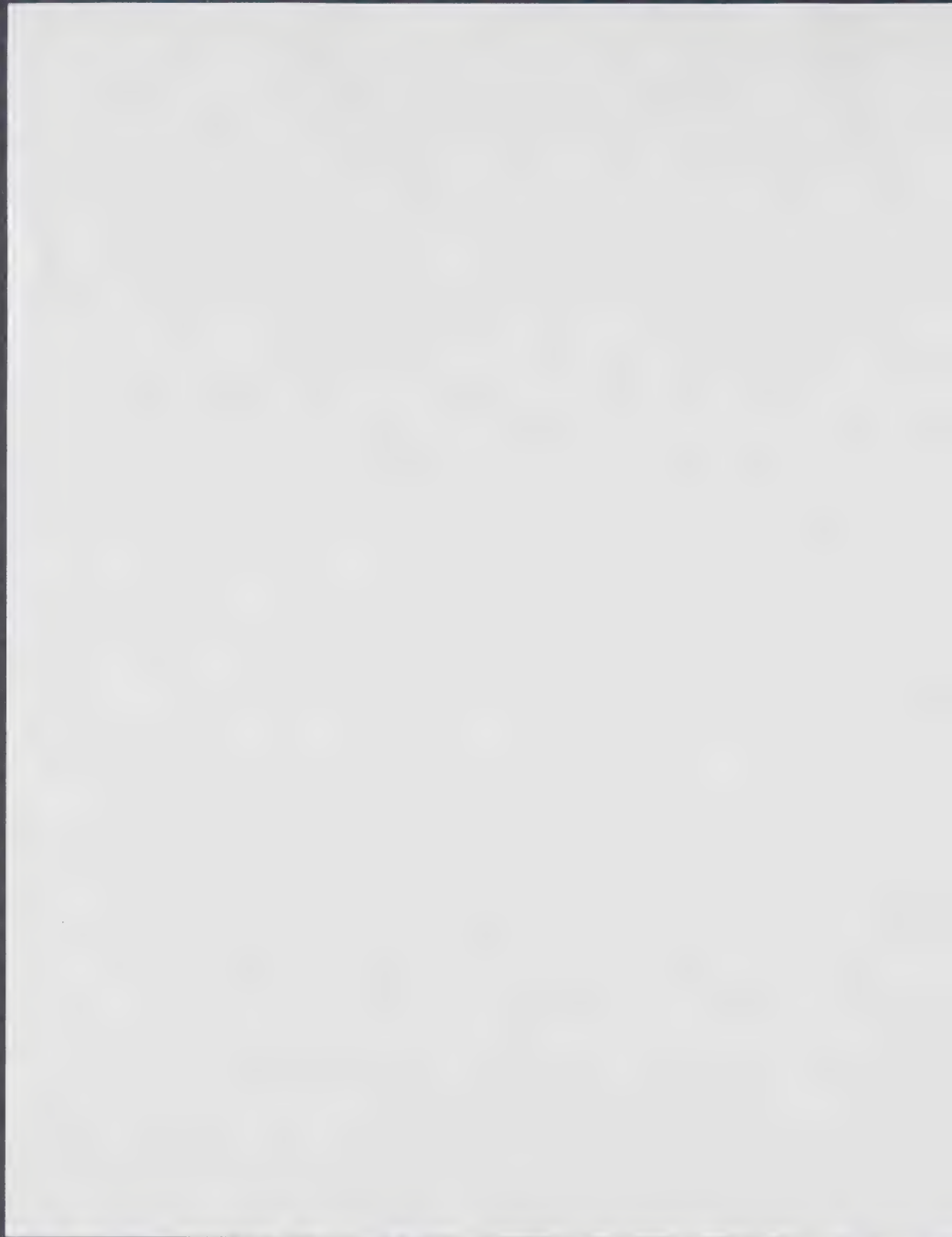
If I am successful, I would like to ask Dr. Otto Naumann to pick up the drawing after I have made payment.

Thank you for your help.

Sincerely,

c: Dr. Otto Naumann

*By Appointment Only*  
ASTOR HOTEL SUITE 622  
924 EAST JUNEAU AVENUE  
MILWAUKEE WISCONSIN USA 53202  
TEL 414 277-0730 FAX 414 277-0709



SECRET





Post Sale Advice

YORK AVENUE GALLERIES  
1334 YORK AVENUE  
NEW YORK, NY 10021

21

Consignor

Date: 28 APR 93

ALFRED BADER FINE ARTS  
2961 NORTH SHEPARD AVENUE  
MILWAUKEE, WI 53211  
U. S. A.

Item: SILVER

Your account number is 04007688. Below the listing of your property and the sale's results of your property sold in  
Sale Number: 6411 on 23 APR 93. In accordance with our Consignment Agreement, settlement checks are  
made 135 days after the last session of sale. We will provide payment for items received from the purchaser(s) no more  
than 135 days after the last session of sale under the "Terms of Sale" in the catalogue has been given by the  
purchaser(s) and under the applicable conditions have been satisfied.

Lot	Description	Estimate	Actual	Commission	Net Proceeds	Buyer's Home
-----	-------------	----------	--------	------------	--------------	-----------------

0420	M133702	0002	19,000	A VICTORIAN SILVER LARGE MIRROR, EDWARD CHARLES BROWN FOR RICHARDS & BROWN, LONDON CLIENT REFERENCE NUMBER:
0502	M133702	0001	3,000	A GEORGE II SILVER TEAPOT, JAMES MANNERS, LONDON, 1740 CLIENT REFERENCE NUMBER:

Brought to the stand: 0      Sold for total: 22,000

1911

1911

1911

1911

1911



ALFRED BADER FINE ARTS

DR. ALFRED BADER

ESTABLISHED 1961

April 27, 1993

Via Fax 011 44 71 495 8347

Dr. George Gordon  
Old Master Paintings  
Sotheby's  
34-35 New Bond Street  
London W1A 2AA, England

Dear George:

I rather like that van Noort in Amsterdam, and I have now received the condition report from Henry Hall. Many thanks.

Would it be possible for me to bid and, if successful, to ask Sotheby's to have the painting shipped from Amsterdam to London so that I can pay for it in sterling in London and pick it up in London? Can I, in that way, avoid the high Dutch VAT?

I am rather reluctant to get anything shipped from Amsterdam to anywhere else because Gerlach is so difficult to deal with.

Incidentally, I will be flying from the United States to London on May 20 and, as I am not likely to have your Billingshurst catalog before I leave Milwaukee, could I impose on you to mail a Billingshurst catalog to my English address:

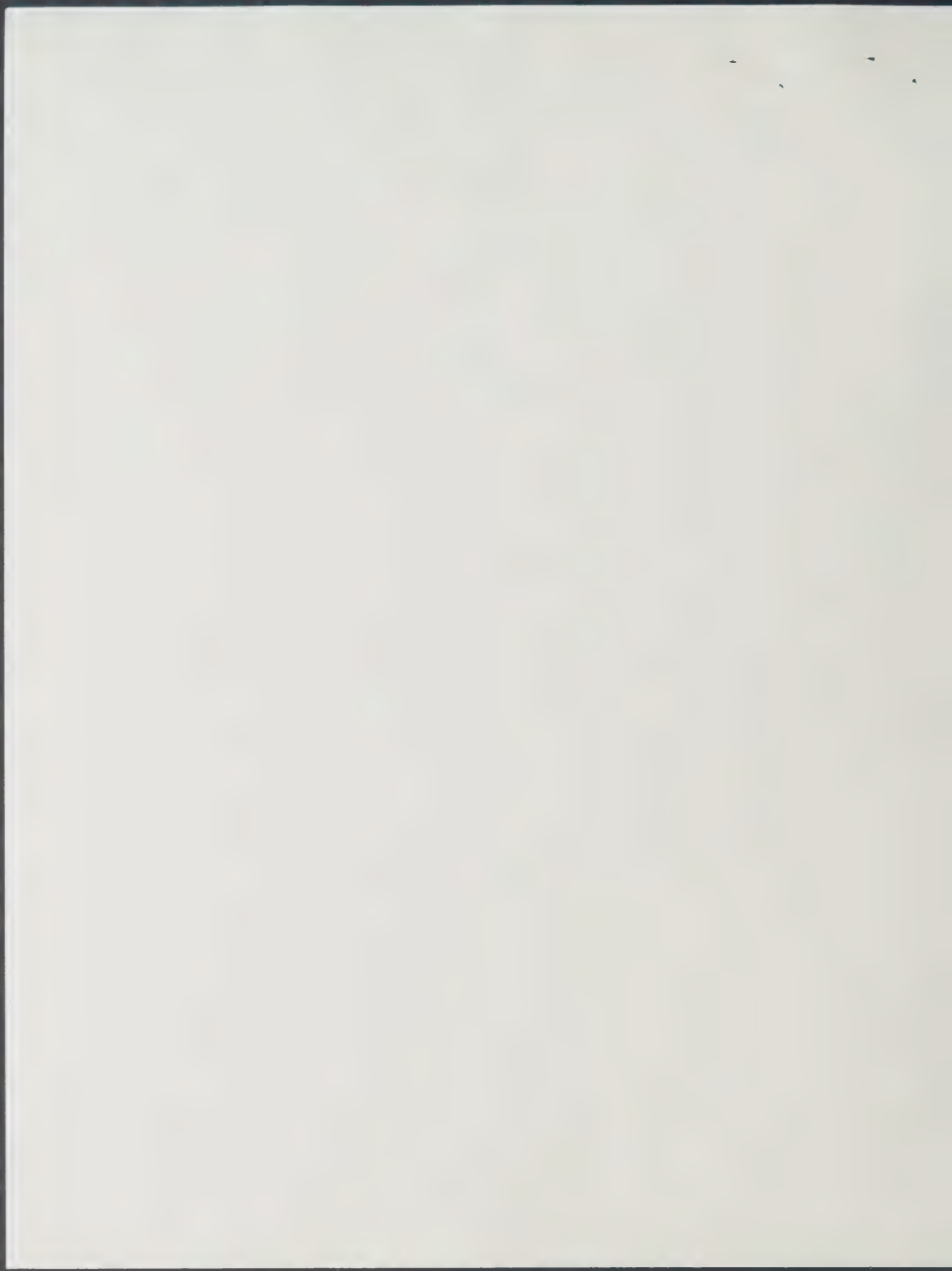
52 Wickham Avenue  
Bexhill-on-Sea  
East Sussex TN39 3ER

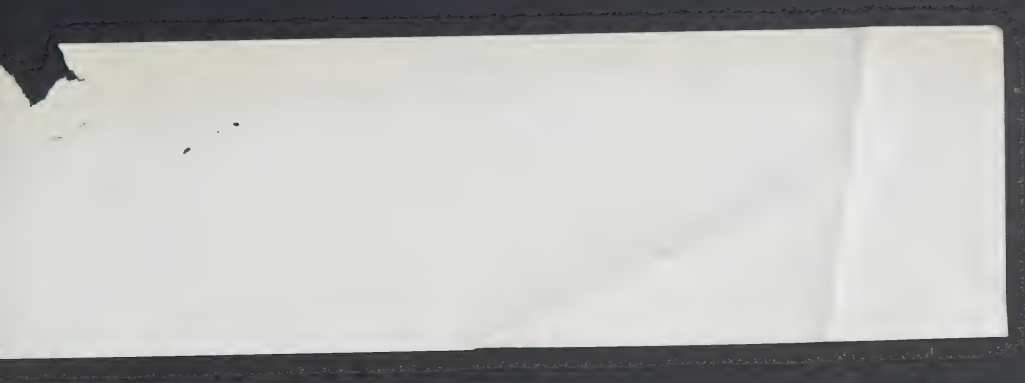
Many thanks for all your help.

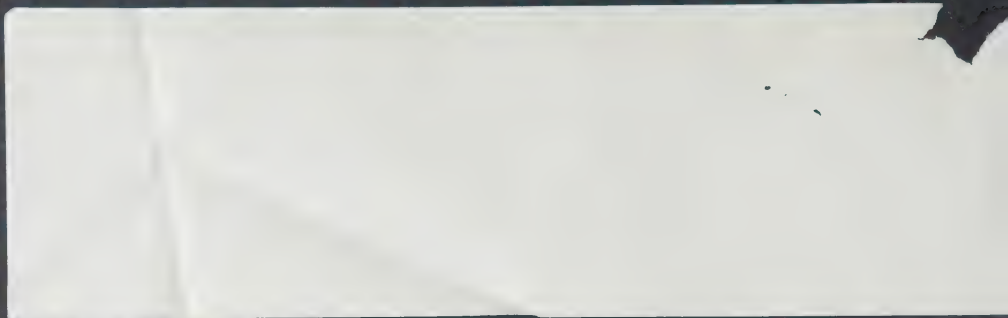
Sincerely,

Second request

*By Appointment Only*  
ASTOR HOTEL SUITE 622  
924 EAST JUNEAU AVENUE  
MILWAUKEE WISCONSIN USA 53202  
TEL 414 277-0730 FAX 414 277-0709









ALFRED BADER FINE ARTS

DR. ALFRED BADER

ESTABLISHED 1961

February 2, 1993

Via Fax 212 606 7039

Mr. Christopher Apostle  
Sotheby's  
1334 York Avenue  
New York, New York 10021

2 pages

Dear Chris:

Thanks for your and George's help in the January 15th sale.

I bought Lots 161 and 218 with Clovis Whitfield, and I am mailing my check for \$54,050.00 to you today. Xerox copies of invoice and check follow.

Please allow both paintings to be picked up as instructed by Clovis Whitfield.

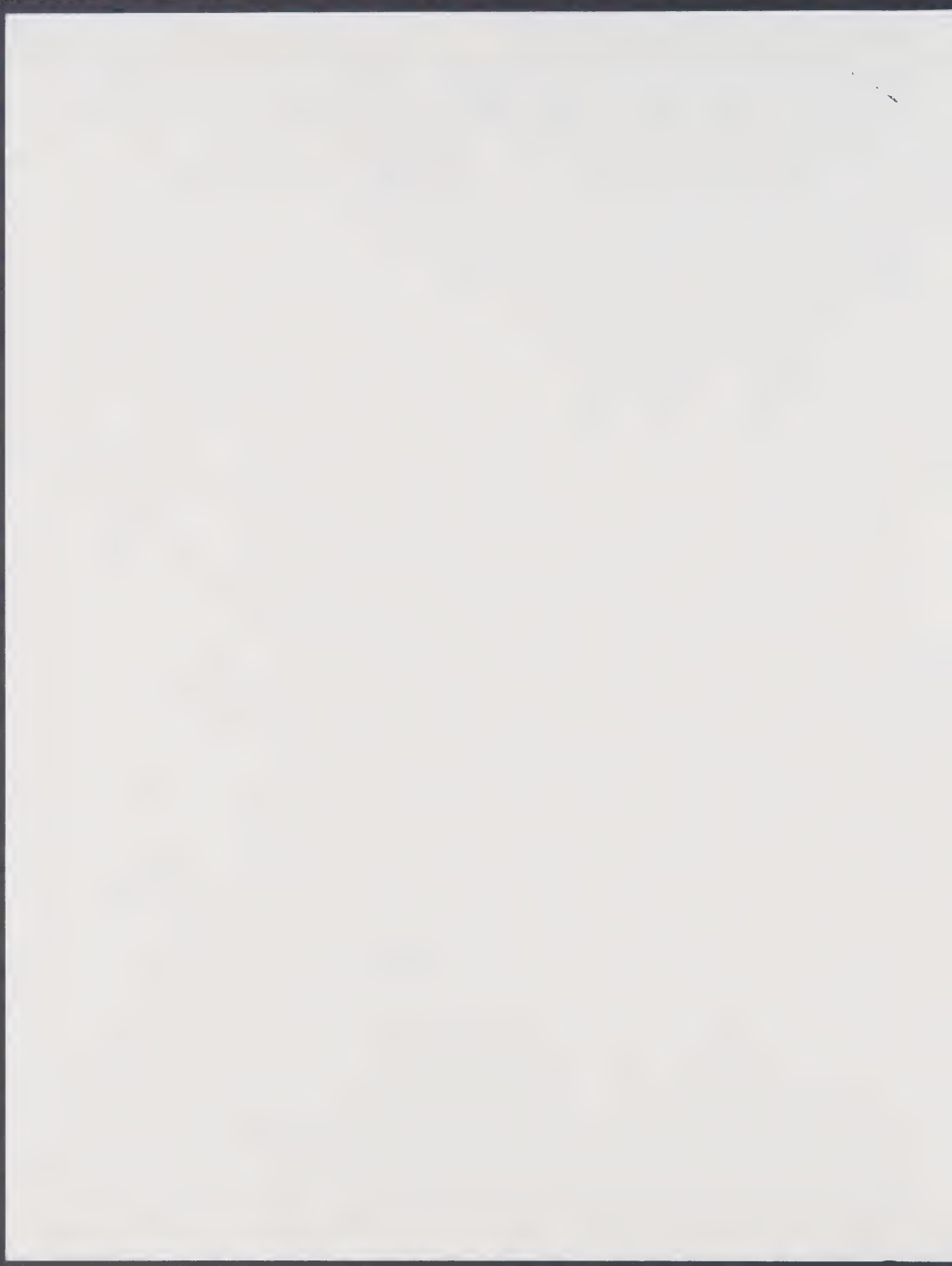
Best regards,

Enclosures  
c: Mr. C. Whitfield

161 - 1368

218 - 1369

*By Appointment Only*  
ASTOR HOTEL SUITE 622  
924 EAST JUNEAU AVENUE  
MILWAUKEE WISCONSIN USA 53202  
TEL 414 277-0730 FAX 414 277-0709





~~bc: C. Munch~~



## ALFRED BADER FINE ARTS

DR. ALFRED BADER

ESTABLISHED 1961

January 4, 1993

Mr. George Wachter  
Sotheby's  
1334 York Avenue  
New York, New York 10021

Dear George:

As you know, I am so concerned about the Venetian scene, Lot 165A in this month's sale.

When you discussed this with me by phone to England, you told me that you didn't know anything about the work of Charles Munch and actually went to Mrs. Suhr--an ancient lady--who told you that she couldn't remember Charles Munch.

George, I hope that the time will come when you will know me well enough to believe me.

Charles Munch is one of the best restorers I know, and he has helped me for over 20 years. He flew over to London to inspect the Rembrandt, with George Gordon's help. If the Rijksmuseum had not purchased the painting, Charles would now be cleaning it.

Enclosed please find the curricula vitae of Charles Munch and Jane Furchgott, as well as a copy of William Suhr's letter to Charles dated December of 1970.

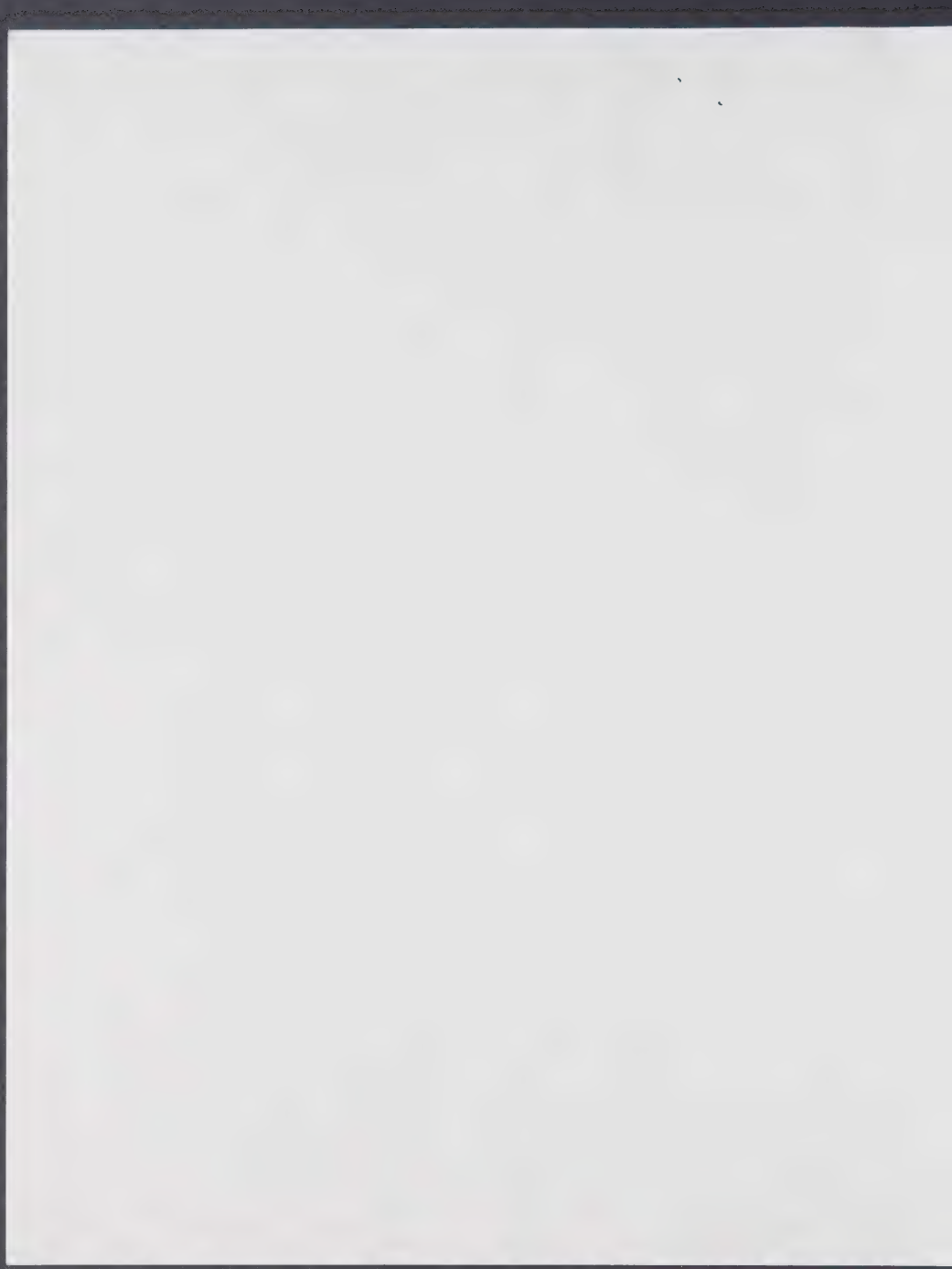
Please hang the painting in your preview in a place where viewers can see it easily. I just hope that some Italian dealers will really know what they are looking at.

Please reserve two seats near the auctioneer for both morning and afternoon sales. I plan to bid on three works.

Best wishes for 1993.

Sincerely,

*By Appointment Only*  
ASTOR HOTEL SUITE 622  
924 EAST JUNEAU AVENUE  
MILWAUKEE WISCONSIN USA 53202  
TEL 414 277-0730 FAX 414 277-0709





ALFRED BADER FINE ARTS

DR. ALFRED BADER

ESTABLISHED 1961

December 31, 1992

Mr. Christopher Apostle  
Sotheby's  
1334 York Avenue  
New York, New York 10021

Dear Chris:

I plan to view your old master sale on Tuesday, January 12th. Could you please let me know why No. 12 has been changed from the traditional Rubens to follower of Rubens?

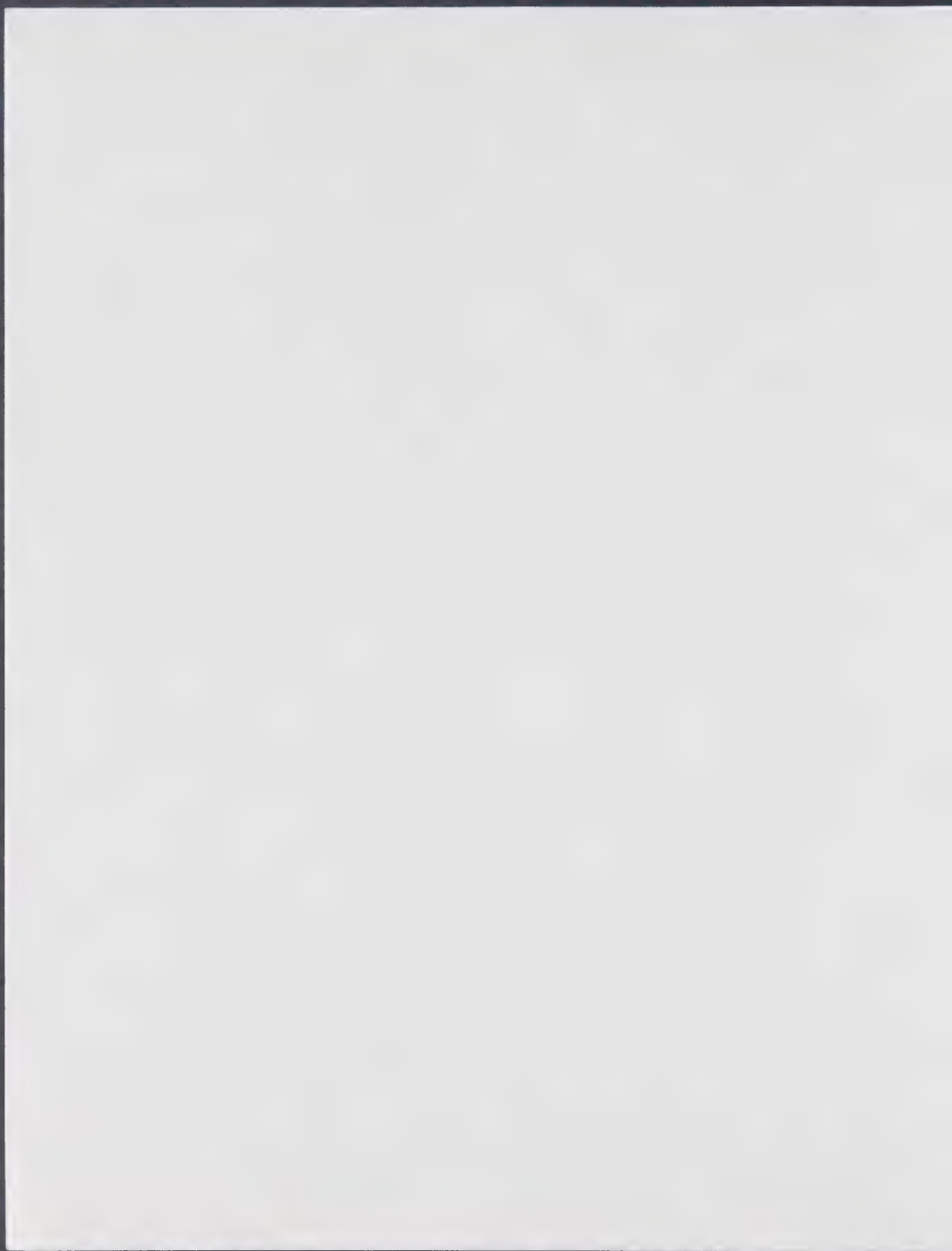
During my visit, I would like to pick up the portrait which was unsold on October 29th. Of course, I am unhappy about that: you will recall that the original estimate was \$10,000--\$15,000, and I was then asked to lower the reserve to \$5,000, which I did. Still, it did not sell. Of course, had I known, I would never have brought that fine portrait to New York.

You will be able to imagine I am unhappy about 165B in your January 15th sale. Surely you know all the details and have seen the postage-stamp size reproduction of what I am convinced is a fine 18th century painting. There is nothing you can do about the catalog, but please do make certain that the painting hangs in a place where it can easily be seen.

Best wishes for 1993.

Sincerely,

*By Appointment Only*  
ANTOR HOTEL SUITE 622  
924 EAST JUNEAU AVENUE  
MILWAUKEE WISCONSIN USA 53202  
TEL 414 277-0730 FAX 414 277-0709





ALFRED BADER FINE ARTS

DR. ALFRED BADER

December 31, 1992

ESTABLISHED 1961

Mr. Christopher Apostle  
Sotheby's  
1334 York Avenue  
New York, New York 10021

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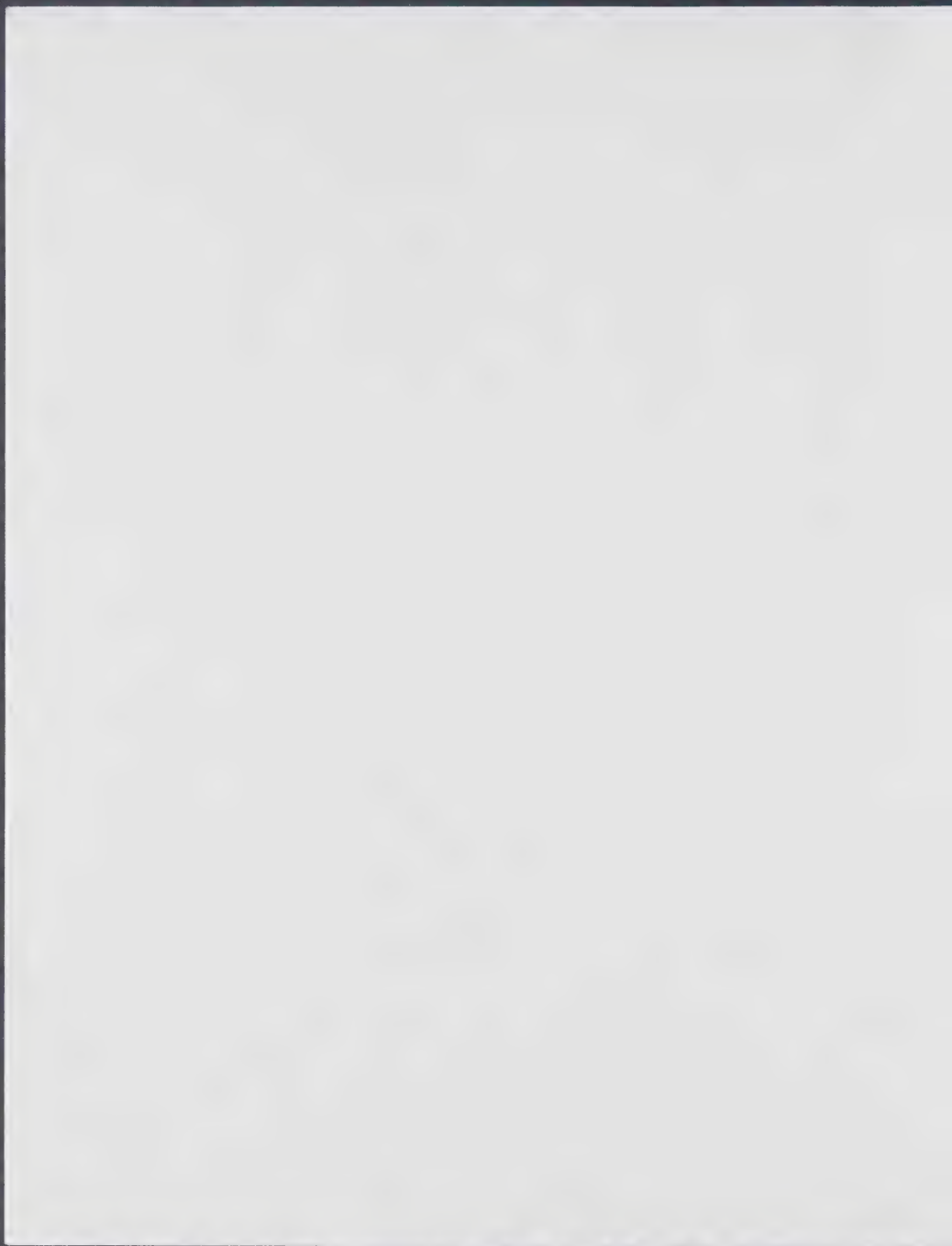
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924 EAST JUNEAU AVENUE  
MILWAUKEE WISCONSIN USA 53202  
TEL 414 277-0730 FAX 414 277-0709





ALFRED BADER FINE ARTS

DR. ALFRED BADER

December 28, 1992

ESTABLISHED 1961

Mr. George Wachter  
Old Master Paintings  
Sotheby's  
1334 York Avenue  
New York, New York 10021 9990

Dear George:

I must tell you about my unhappiness about Sotheby's handling of the painting which I believe is close to Guardi and 18th century.

When I delivered it by hand in October, we agreed on an estimate of \$20,000 to \$30,000, and I enclose copy of that agreement. When you called me in England, you told me that you couldn't offer it as attributed to Guardi but that you would not change the estimates. Now, however, I have received the consignment confirmation lowering the estimate to \$15,000 to \$20,000. And the painting is not listed in the catalog index and the illustration is the smallest in the catalog--the size of a large postage stamp!

Of course, now that your catalog is printed I have no choice but to sign the agreement and to return it to you.

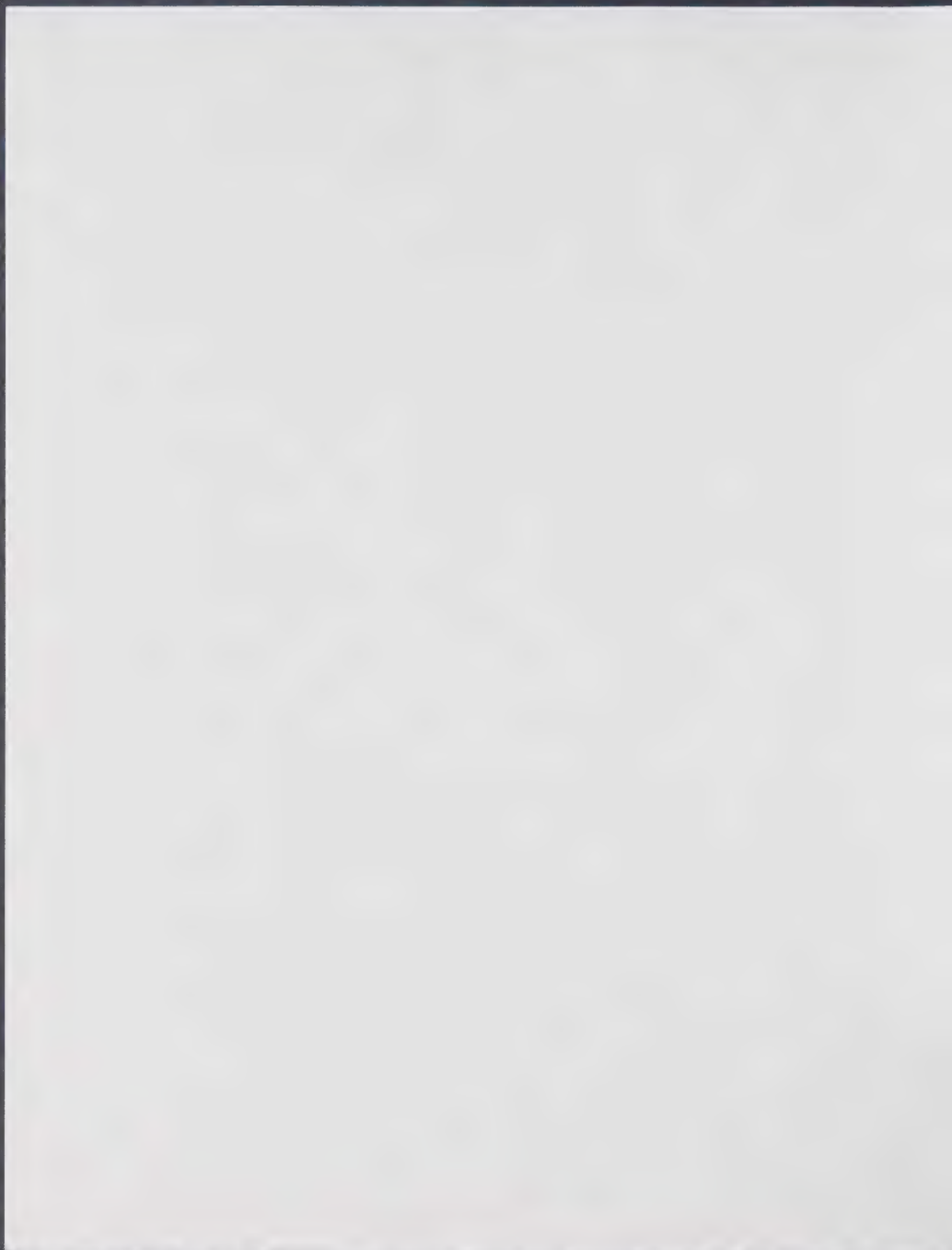
You might say, "Why should a fellow who can spend millions on paintings worry about a small Venetian scene?" As I explained to you, I own this painting with a good friend to whom this means a lot. I very much hope that prospective buyers will look at the painting, rather than the catalog description.

All good wishes.

Sincerely,

Enclosure

*By Appointment Only*  
ASTOR HOTEL SUITE 622  
924 EAST JUNEAU AVENUE  
MILWAUKEE WISCONSIN USA 53202  
TEL 414 277-0730 FAX 414 277-0709





# SOTHEBY'S

FOUNDED 1744

1334 York Avenue, New York, New York 10021  
Telephone: (212) 606-7000  
Telex: New York 232643 (SPB UR)

November 6, 1992

Dr. Alfred Bader  
Astor Hotel Suite 622  
924 East Juneau Avenue  
Milwaukee, WI 53202

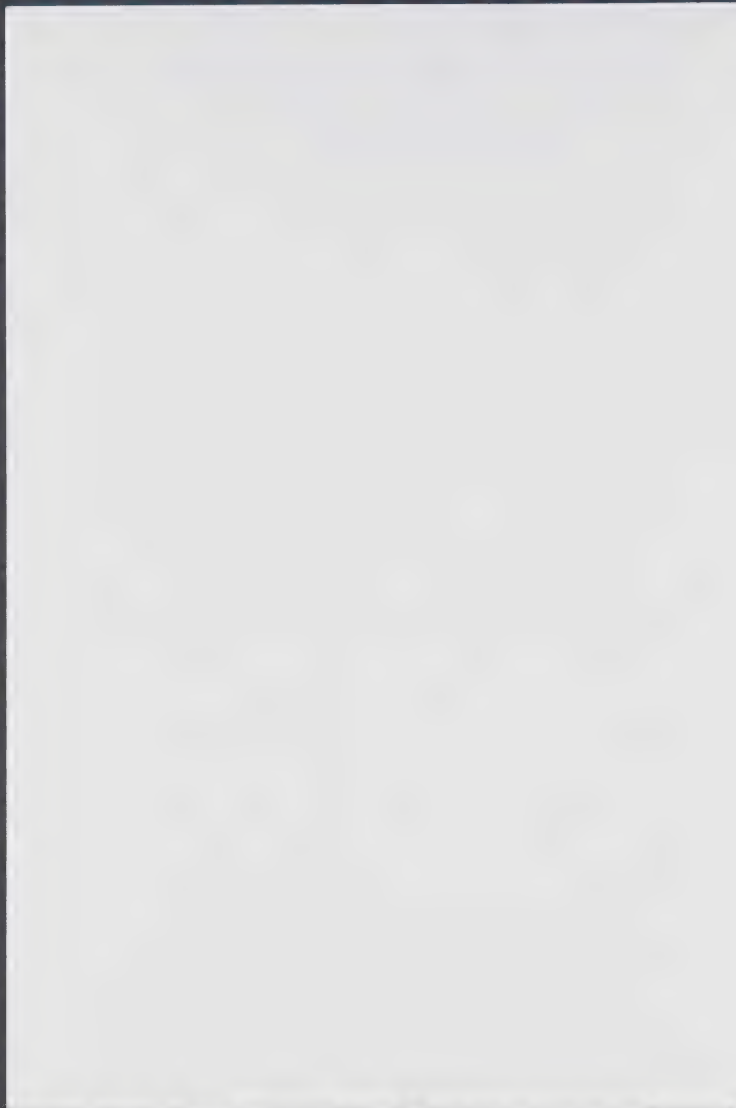
Dear Dr. Bader,

I am enclosing your photographs and transparency which Christopher Apostle has asked me to return to you. If I may be of any assistance in the future please do not hesitate to contact me.

Sincerely,



Leslie Rutherford  
Old Master Paintings Department





ALFRED BADER FINE ARTS

DR. ALFRED BADER

ESTABLISHED 1961

November 6, 1992

Via Fax 212 606 7039

Mr. Christopher Apostle  
Sotheby's  
1334 York Avenue  
New York, New York 10021

Dear Christopher:

I was on a lecture tour to Colorado, hence my delay in responding to your fax of November 3rd.

Clearly now is a better time to buy than sell paintings, and I will just keep the Master of the Female Half Lengths for awhile and concentrate on buying some of your beautiful paintings in London.

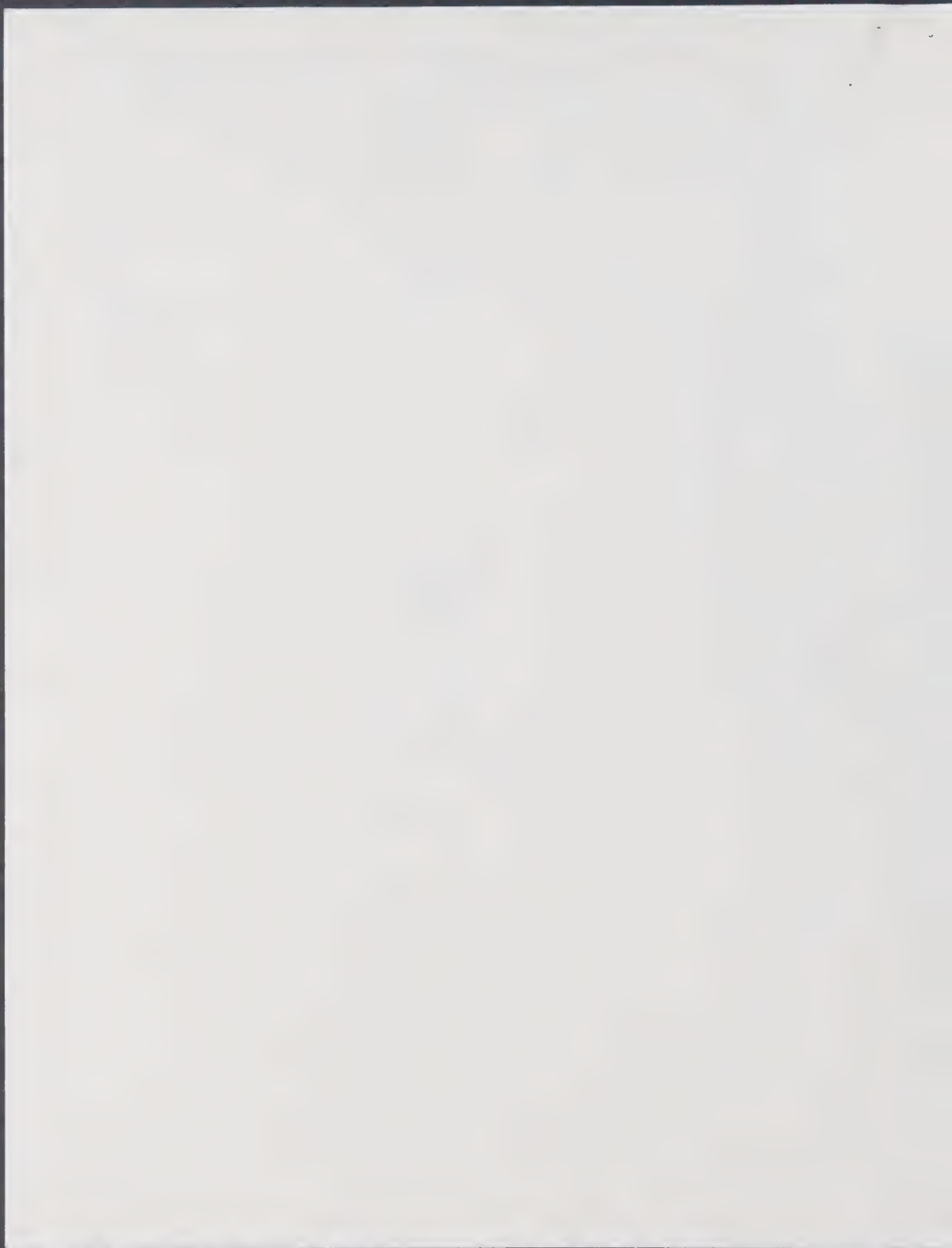
Oddly, I have not heard anything about my Lot 4 in your 19th Century European Sale on October 29th, Client Reference No. 08339216. You originally suggested an estimate of \$15,000--20,000, then lowered it to \$10,000--15,000. During my visit with you in October, I lowered the reserve to \$5,000 with discretion, and yet have not heard if the painting sold. As I am leaving on Sunday, may I impose on you to fax what happened to that painting.

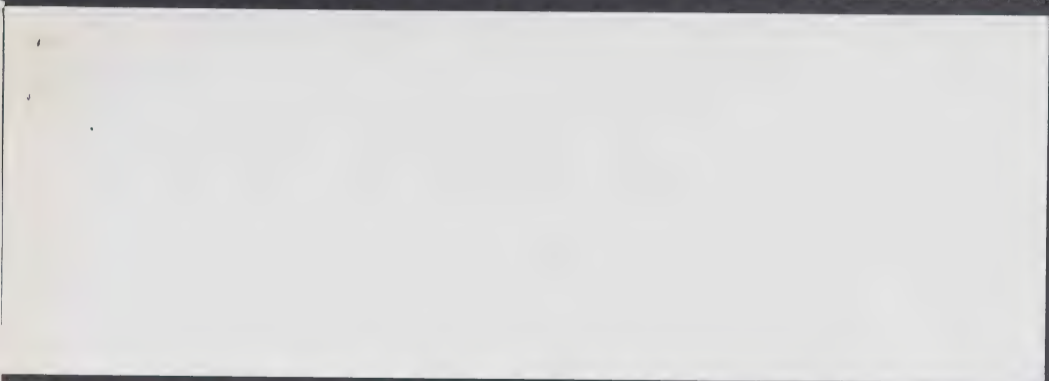
I do not have to tell you how discouraging such dealings are, but luckily they are balanced by your and George Gordon's help. I was able to buy a beautiful Flemish painting Lot 128, in your last week's sale in London, albeit at over twice the high estimate.

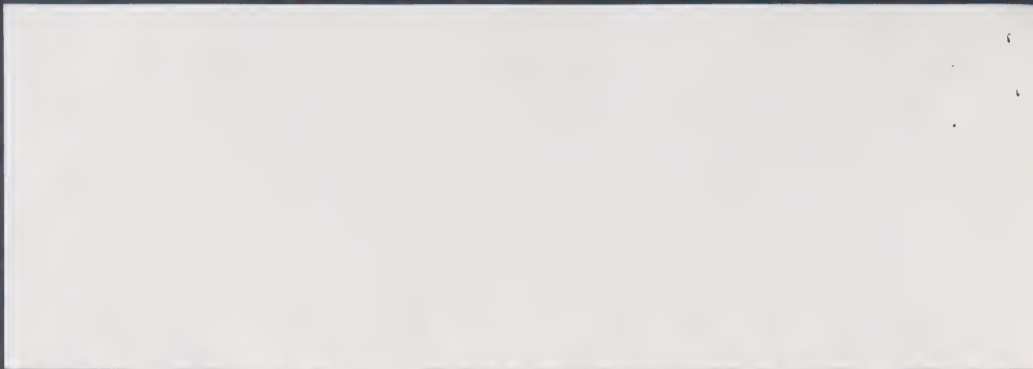
Thank you for your help.

Best regards,

*By Appointment Only*  
ASTOR HOTEL SUITE 622  
924 EAST JUNEAU AVENUE  
MILWAUKEE WISCONSIN USA 53202  
TEL 414 277-0730 FAX 414 277-0700







Faint header text, possibly including a title or address.

THE UNIVERSITY OF CHICAGO  
DEPARTMENT OF CHEMISTRY  
5708 S. UNIVERSITY AVENUE, CHICAGO, ILL. 60637

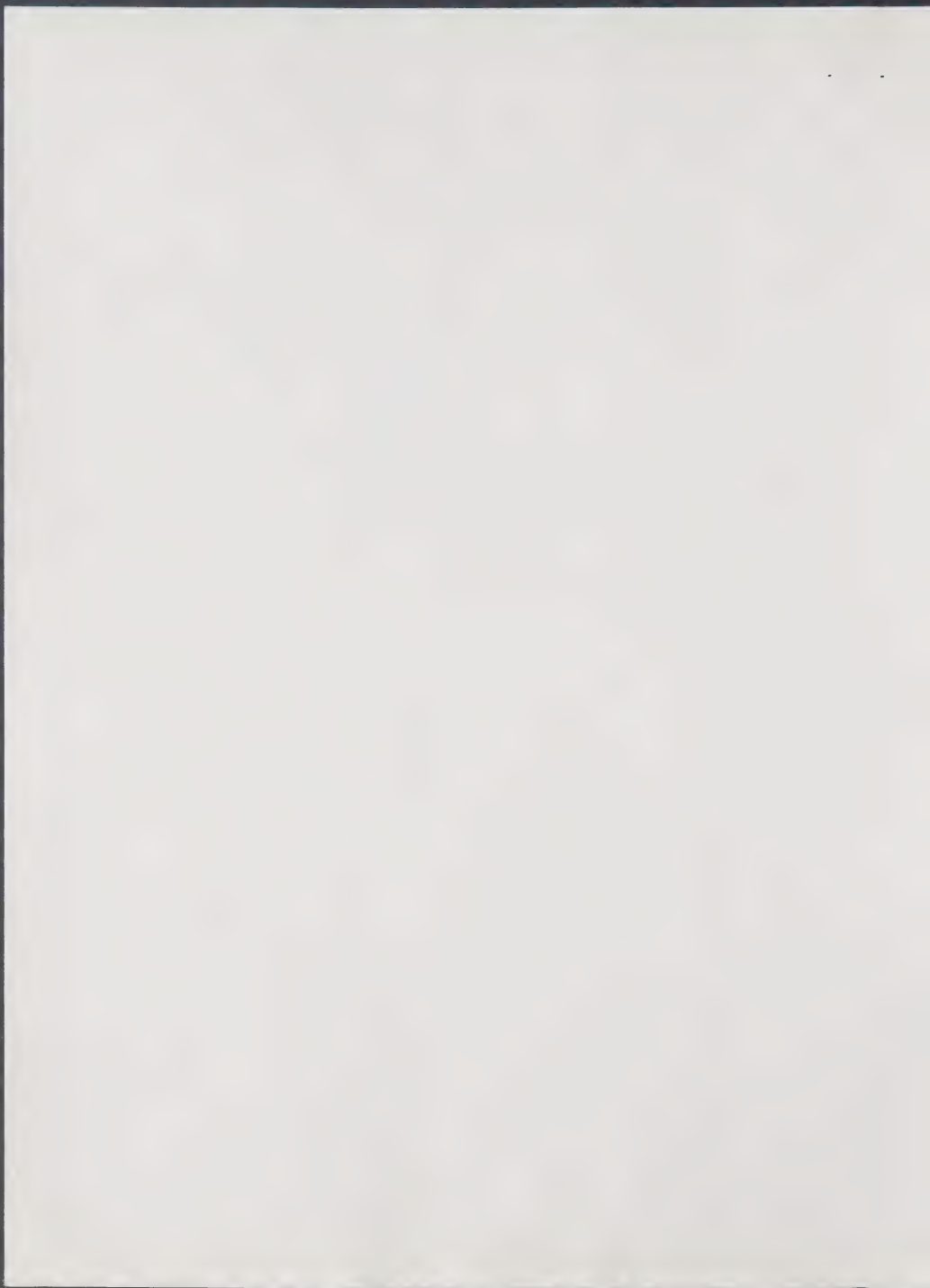
TO: [Faint recipient name]  
FROM: [Faint sender name]  
SUBJECT: [Faint subject line]

[Faint body text, possibly a list or table of contents]

[Faint body text]

[Faint body text]

[Faint footer text]





# Sale Confirmation Notice

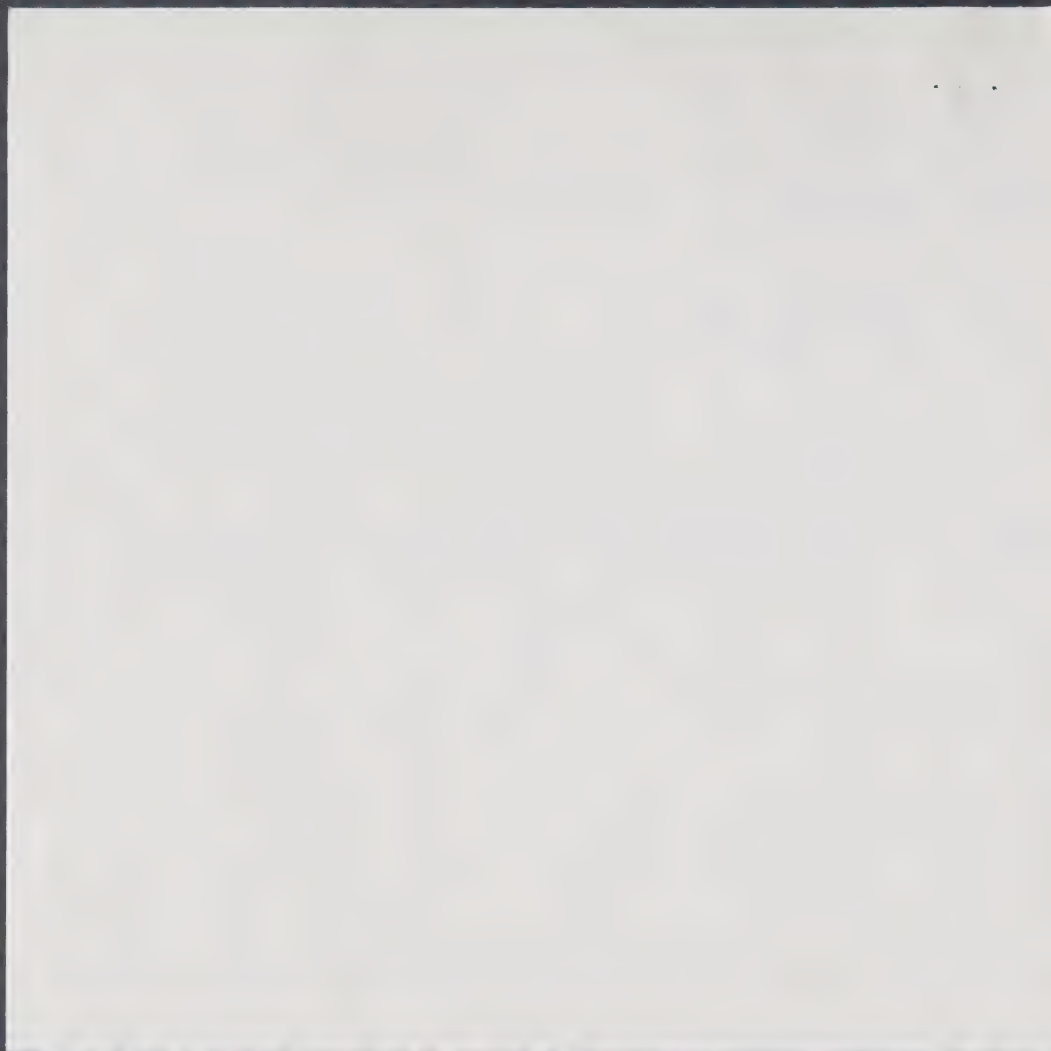
Consignor

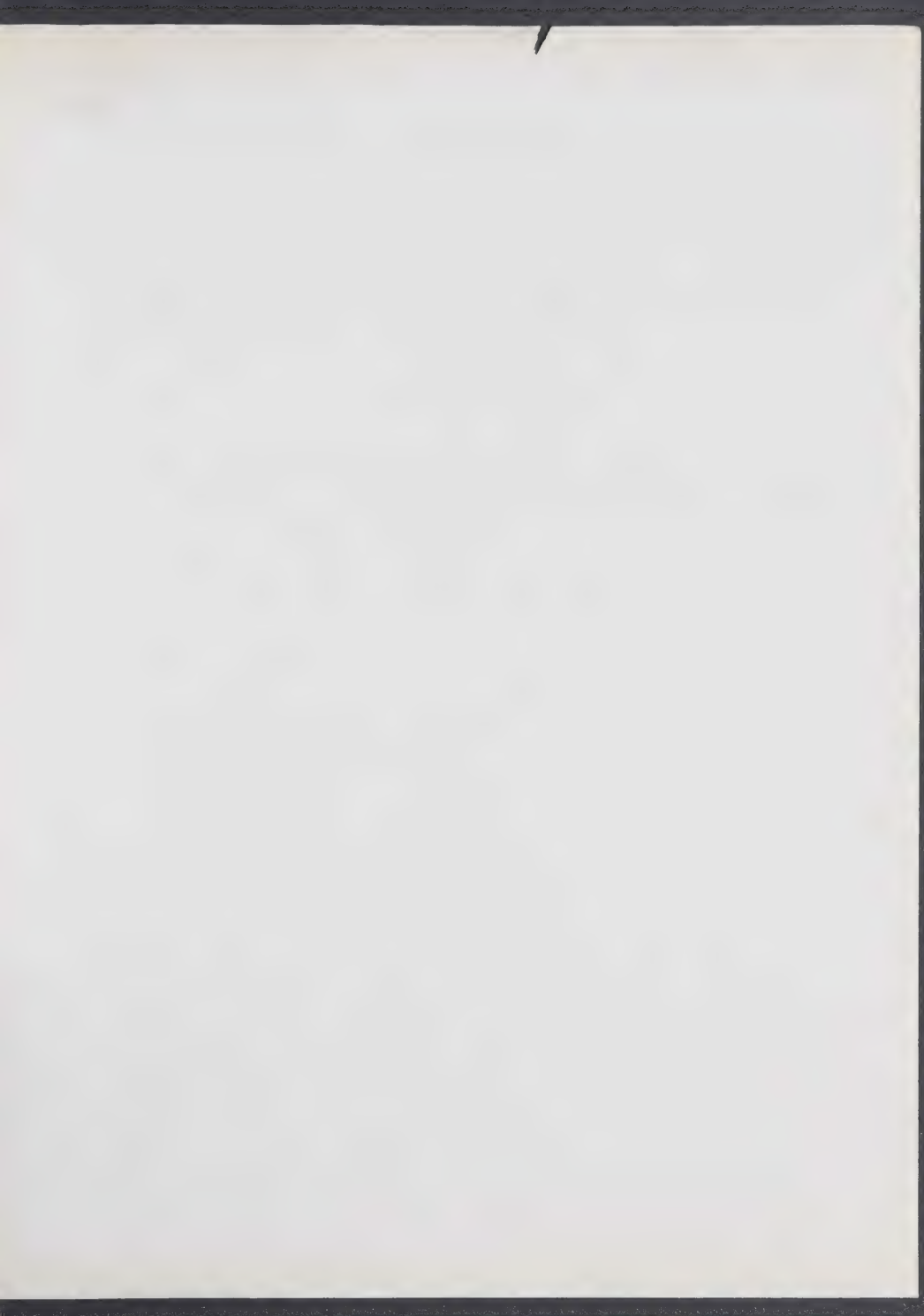
Date

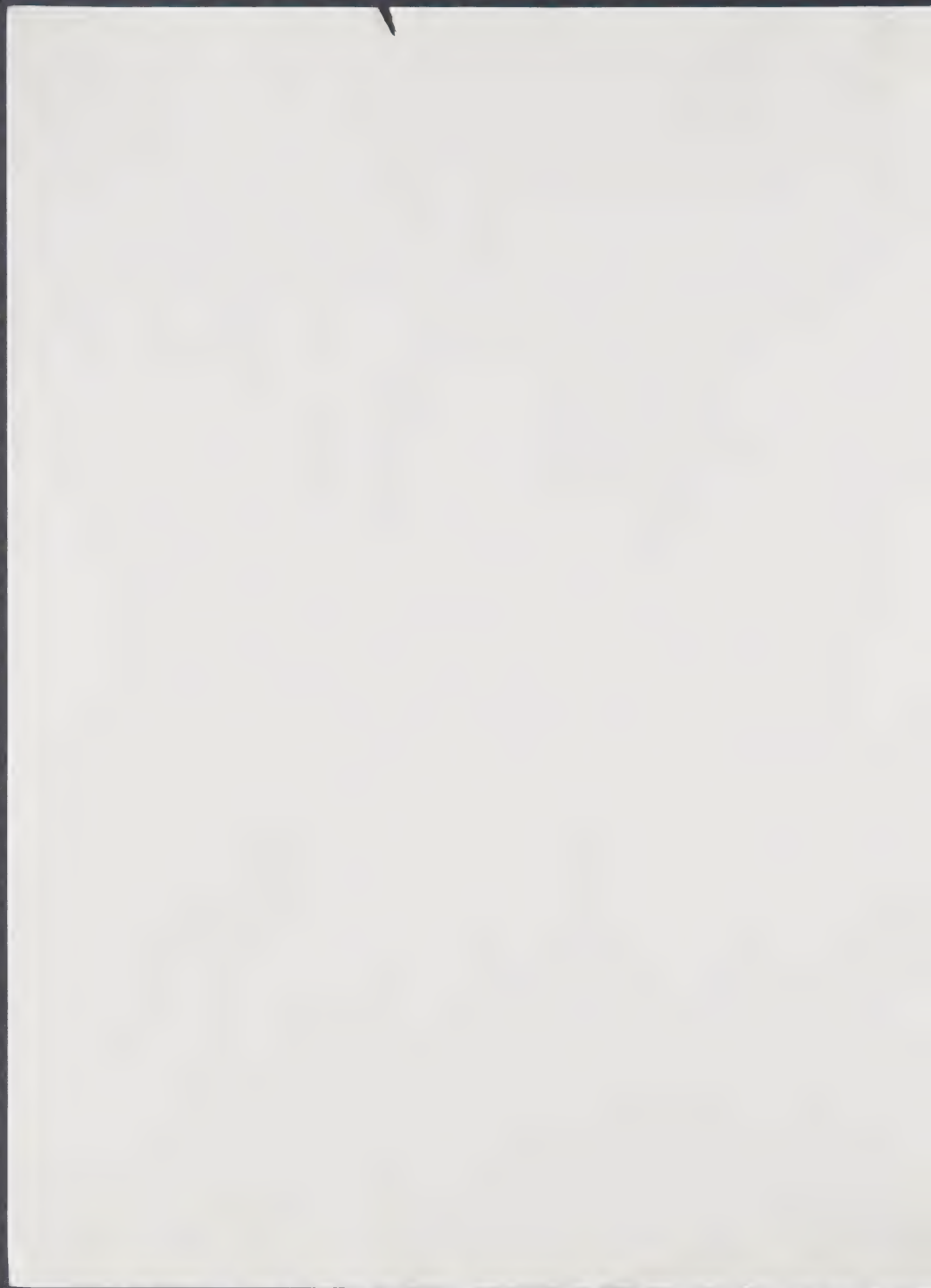
Sale Name

Your account number is 04007538 Enclosed is a catalogue listing your property in our Sale Number

Lot Number	Receipt No. Client Reference No.	Item Sub Item	Low Estimate	Catalogue Heading
			High Estimate	Amended Contract Terms
			Reserve	









ALFRED BADER FINE ARTS

DR. ALFRED BADER

ESTABLISHED 1961

October 26, 1992

Via Fax 212 606 7039

Mr. Christopher Apostle  
Sotheby's  
1334 York Avenue  
New York, New York 10021

Dear Chris:

Thank you for your fax of October 23rd.

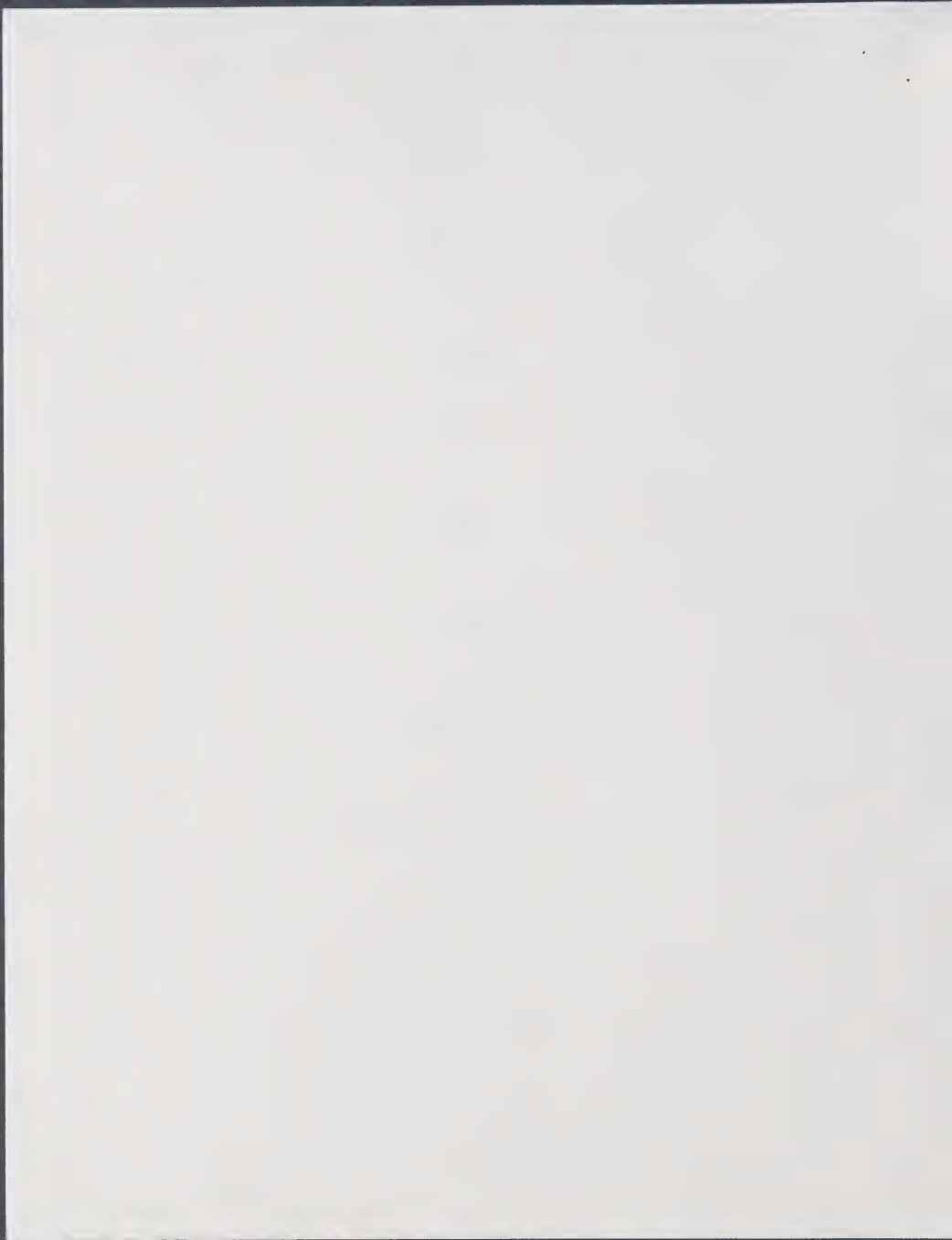
I am leaving for England via Canada on November 8th.

Would the Master of the Female Half Lengths do better in London or New York? If in London, I could hand deliver it to George Gordon on November 19th.

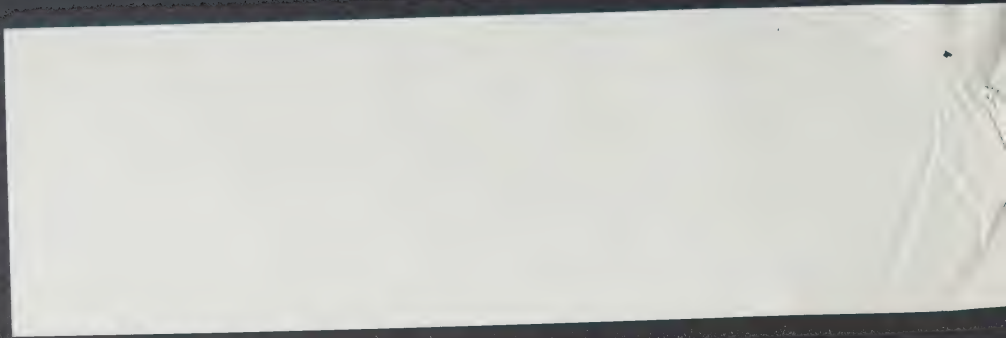
What is your thinking about that French landscape, perhaps by Rousseau, of which I gave you photographs?

Best regards,

*By Appointment Only*  
ASTOR HOTEL SUITE 622  
924 EAST JUNEAU AVENUE  
MILWAUKEE WISCONSIN USA 53202  
TEL 414 277-0730 FAX 414 277-0709









1. Label the document to show full name, address and phone  
2. Attach permanent address label and phone  
3. Forward permanent address label and phone

4. Forward permanent address label and phone

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

1. Label the document to show full name, address and phone  
2. Attach permanent address label and phone  
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4. Forward permanent address label and phone

5. Forward permanent address label and phone

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

100000  
PAGE 2001

11 200 11/6/65

FAX TRANSMITTAL SHEET

FROM: DR. ALFRED BADER

2961 North Shepard Ave.  
Milwaukee, Wisconsin 53211

PHONE: (414) 962-5169

FAX: (414) 962-8322

TO:

TO:

FAX:

Sept 29  
Mr. George Lindbergh 18 Old Market  
212 Oak 7039 Park City

Dear George:

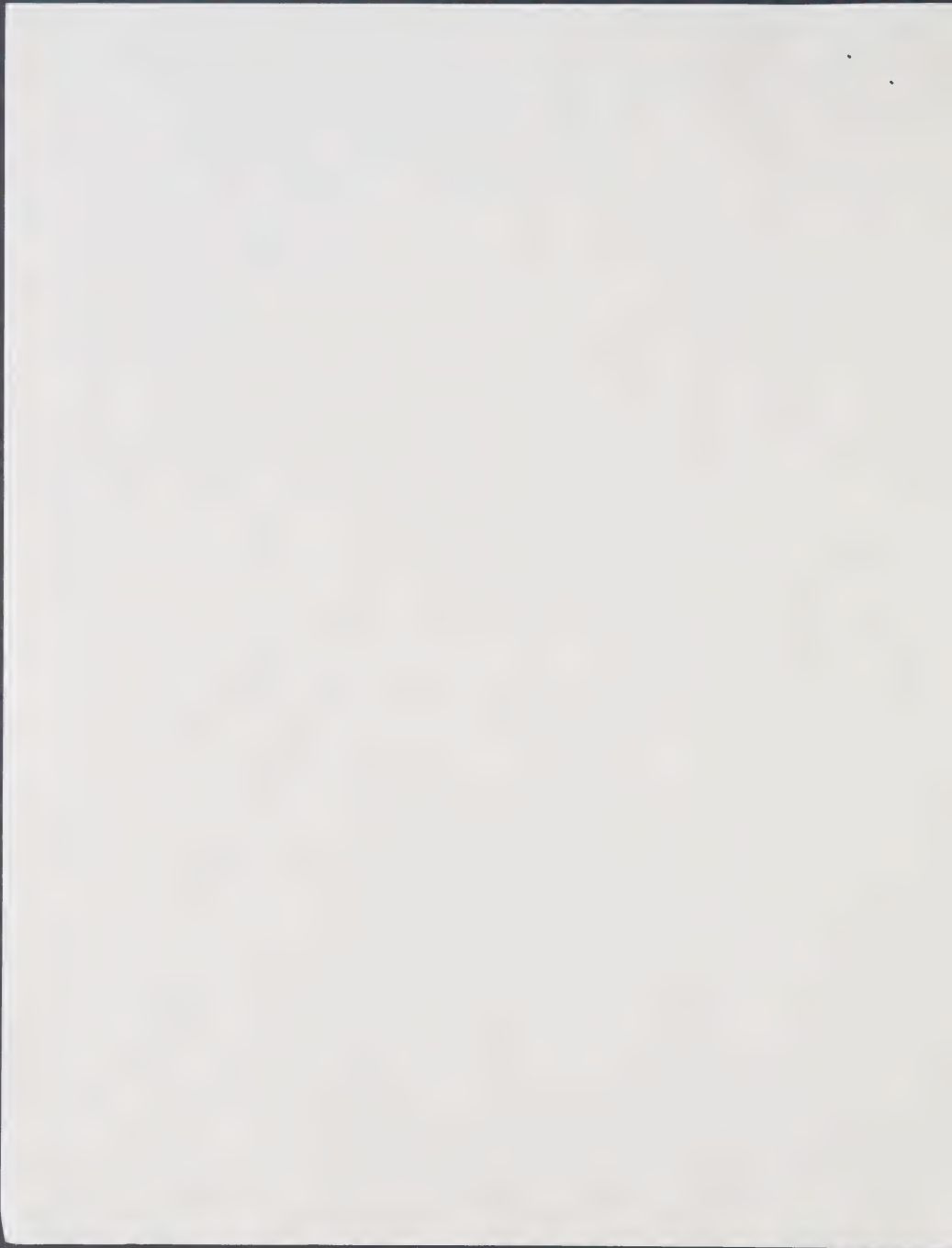
I would appreciate your help with my IRS argument I paid with I could buy with like the Rosa Foundation for \$10,000.

I've had several laughs about my payment date for the reimbursement, and my fee, attached, to George Gordon will be self explanatory. He has confirmed receipt of funds on September 1.

When is your October Old Market piece? Any reimbursement federal guidelines?

Best wishes,

Alfred



# SOTHEBY'S

1334 York Avenue  
New York, N.Y. 10021  
(212) 606-7000

## Consignment Confirmation

Department \_\_\_\_\_

Receipt # \_\_\_\_\_

We have now carefully examined the property you consigned with us for sale and our recommendations are listed below. If you agree to these recommendations we would be grateful if you would complete and sign this letter and return to us in the enclosed envelope. It is important that we receive this signed letter AS SOON AS POSSIBLE in order that we may include the property in the sale suggested. Please retain the copy for your own use. Your property will be offered subject to the terms outlined in the contract. Our suggested reserves have been calculated in accordance with our standard formula of 60% of the low estimate. In no event may the reserve exceed the high estimate for any lot.

Item #	Property Description	Estimate	Sugg. Reserve	Sale Date	Illustration*
1	18th Century English Silver Service	\$30,000.00	\$17,700.00	10/15/90	Illustration 10/15/90
2	18th Century English Silver Service	\$200,000.00	\$117,000.00	10/15/90	Illustration 10/15/90
3	18th Century English Silver Service				
4	18th Century English Silver Service				

\*Actual size of illustration may vary.

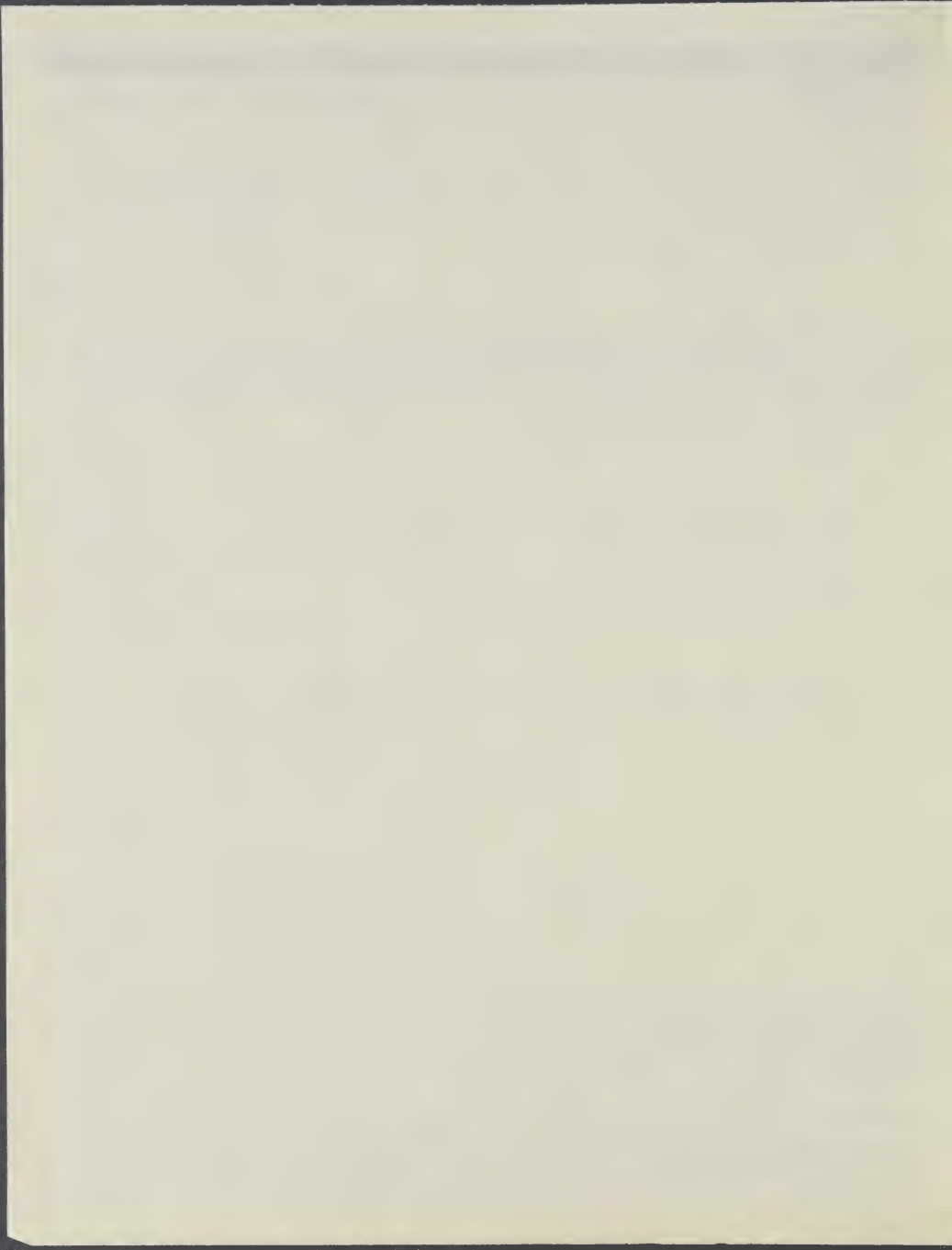
We look forward to a successful sale on your behalf.  
Sincerely Yours,

*[Signature]*  
for Sotheby's Inc.

I authorize you to offer the above listed property in accordance with the terms of the contract.

Date: 10/15/90 / Consignor's Signature: [Signature]       Owner       Trustee      Daytime Telephone: \_\_\_\_\_  
 Executor       Agent

- 1—Return Copy
- 2—Consignor Copy
- 3—Dept. File



# SOTHEBY'S

1334 York Avenue  
New York, N.Y. 10021  
(212) 606-7000

## Consignment Form

Department \_\_\_\_\_

Receipt # \_\_\_\_\_

We have now carefully examined the property you consigned with us for sale and our recommendations are listed below. If you agree to these recommendations we would be grateful if you would complete and sign this letter and return to us in the enclosed envelope. It is important that we receive this signed letter AS SOON AS POSSIBLE in order that we may include the property in the sale suggested. Please retain the copy for your own use. Your property will be offered subject to the terms outlined in the contract. Our suggested reserves have been calculated in accordance with our standard formula of 60% of the low estimate. In no event may the reserve exceed the high estimate for any lot.

Item #	Property Description	Estimate	Sugg. Reserve	Sale Date	Illustration*

\*Actual size of illustration may vary.

We look forward to a successful sale on your behalf.  
Sincerely Yours,

for Sotheby's Inc.

I authorize you to offer the above listed property in accordance with the terms of the contract.

Date: 11/18/83 Consignor's Signature: [Signature] \_\_\_\_\_ Owner \_\_\_\_\_ Trustee \_\_\_\_\_ Daytime Telephone  
\_\_\_\_\_ Executor \_\_\_\_\_ Agent

1—Return Copy  
2—Consignor Copy  
3—Dept. File

0808 SPB 9/83





All communications to or from Sotheby's should be sent to:  
 All telegrams should be sent to:  
 All faxes should include telephone number and country

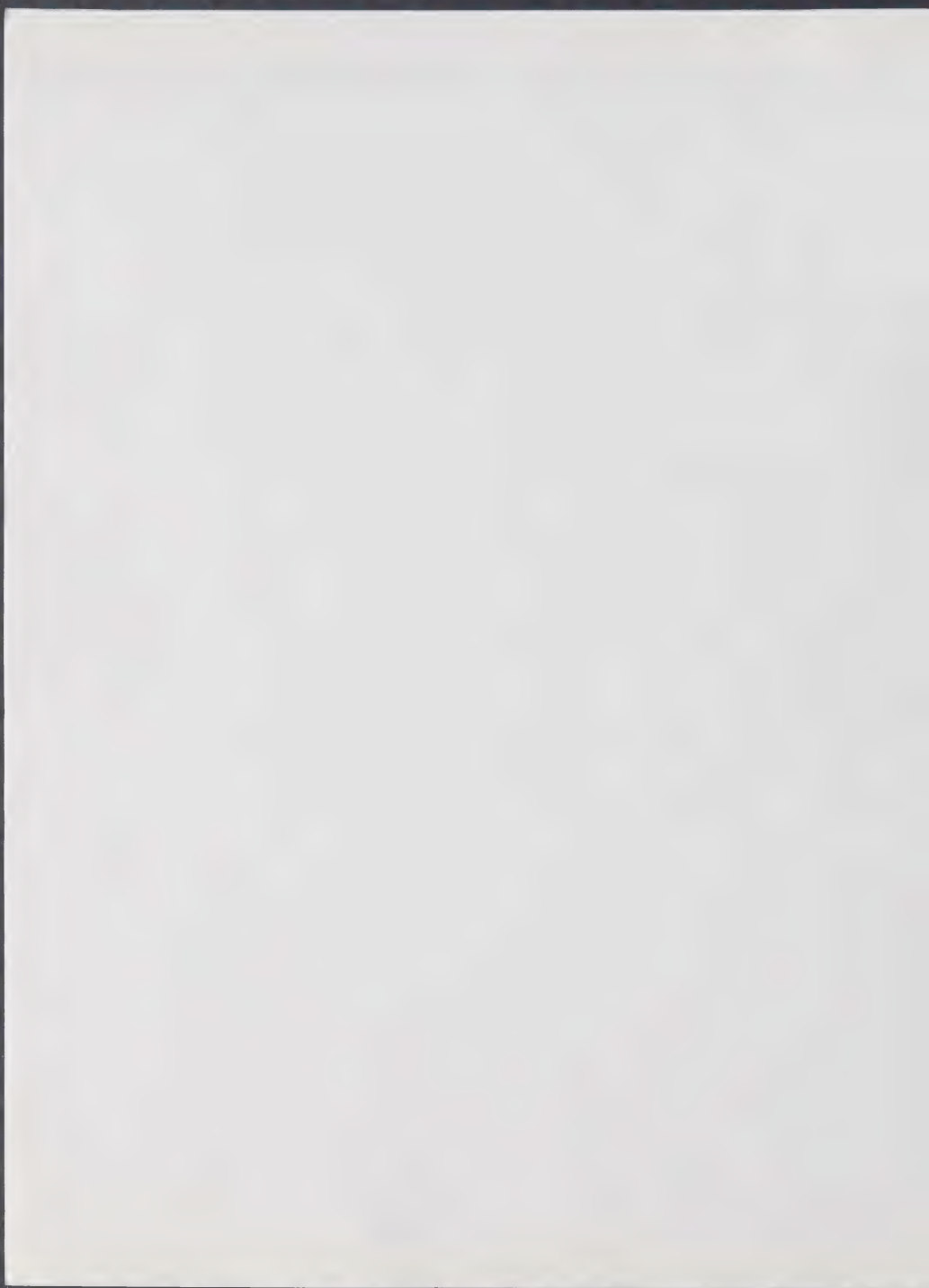
Number of pages of message: \_\_\_\_\_  
 Date: APRIL 30, 1992

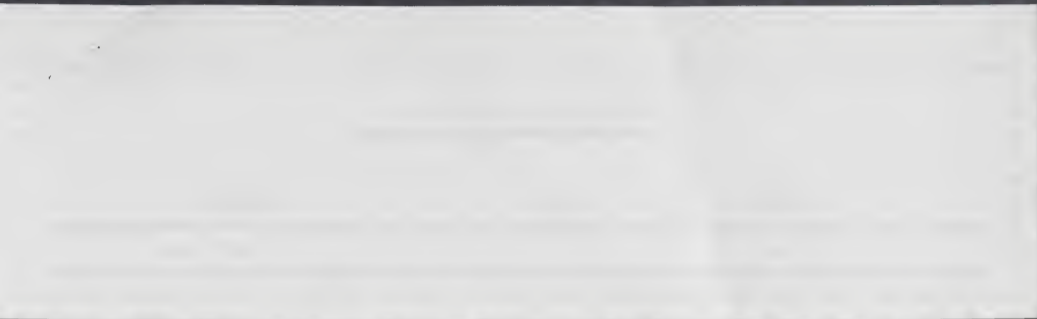
To: Alfred Bader  
 From: Christopher Apostle THE OLD MASTERS NY  
 Send: Telex Telex Telex

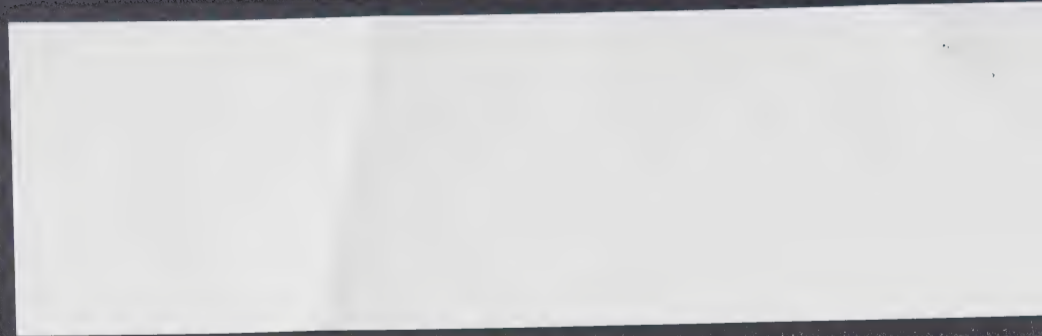
Dear Alfred,

The Navis portrait will be offered most likely in the 19th Century department's October 1992 sale.

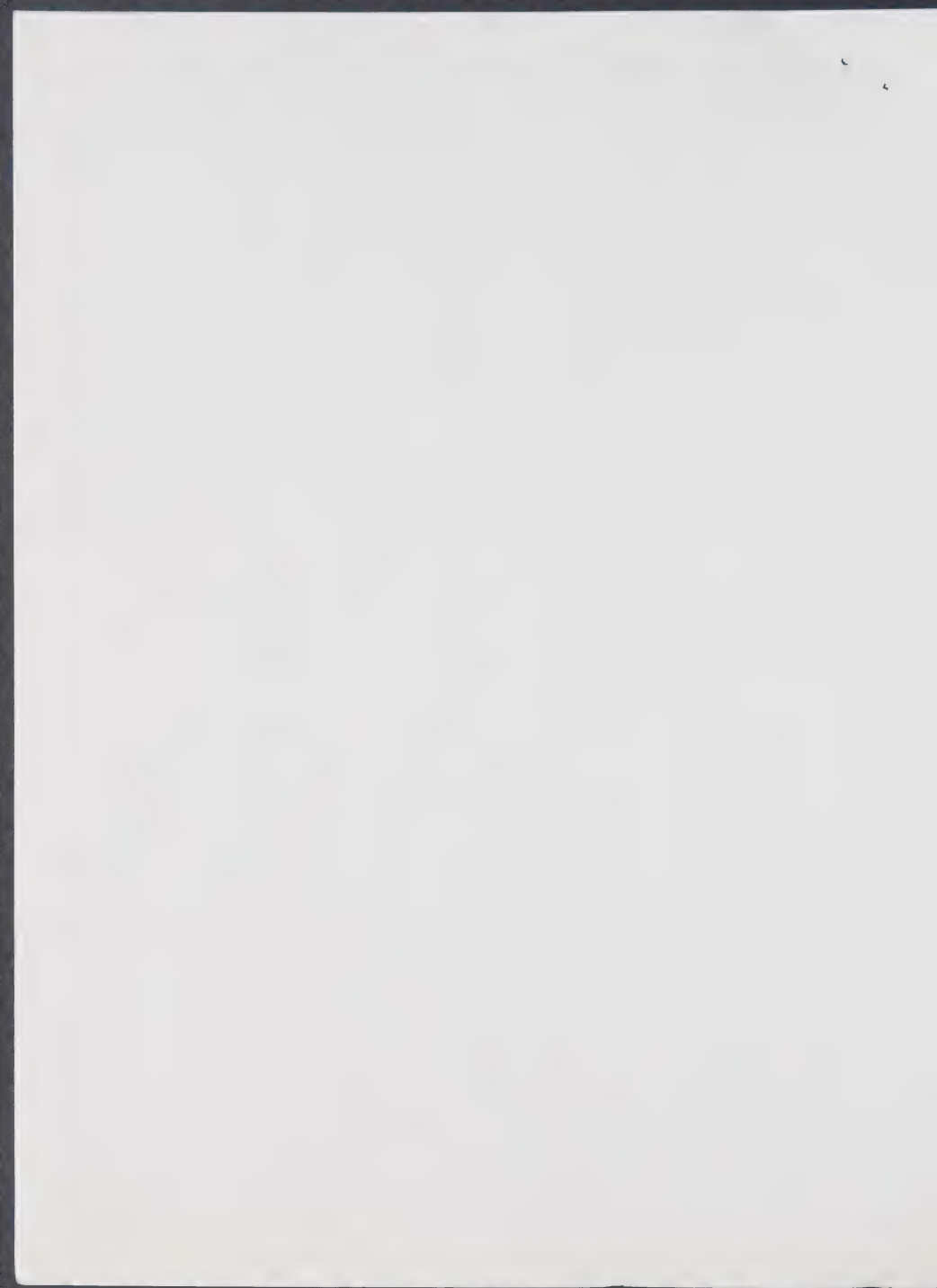
C











All Cable/Mailgrams must include full street address and country.  
All Telexes must include telex number and country.  
All Faxes must include complete number and country.

No. of pages (including cover): \_\_\_\_\_  
Date: August 24, 1997

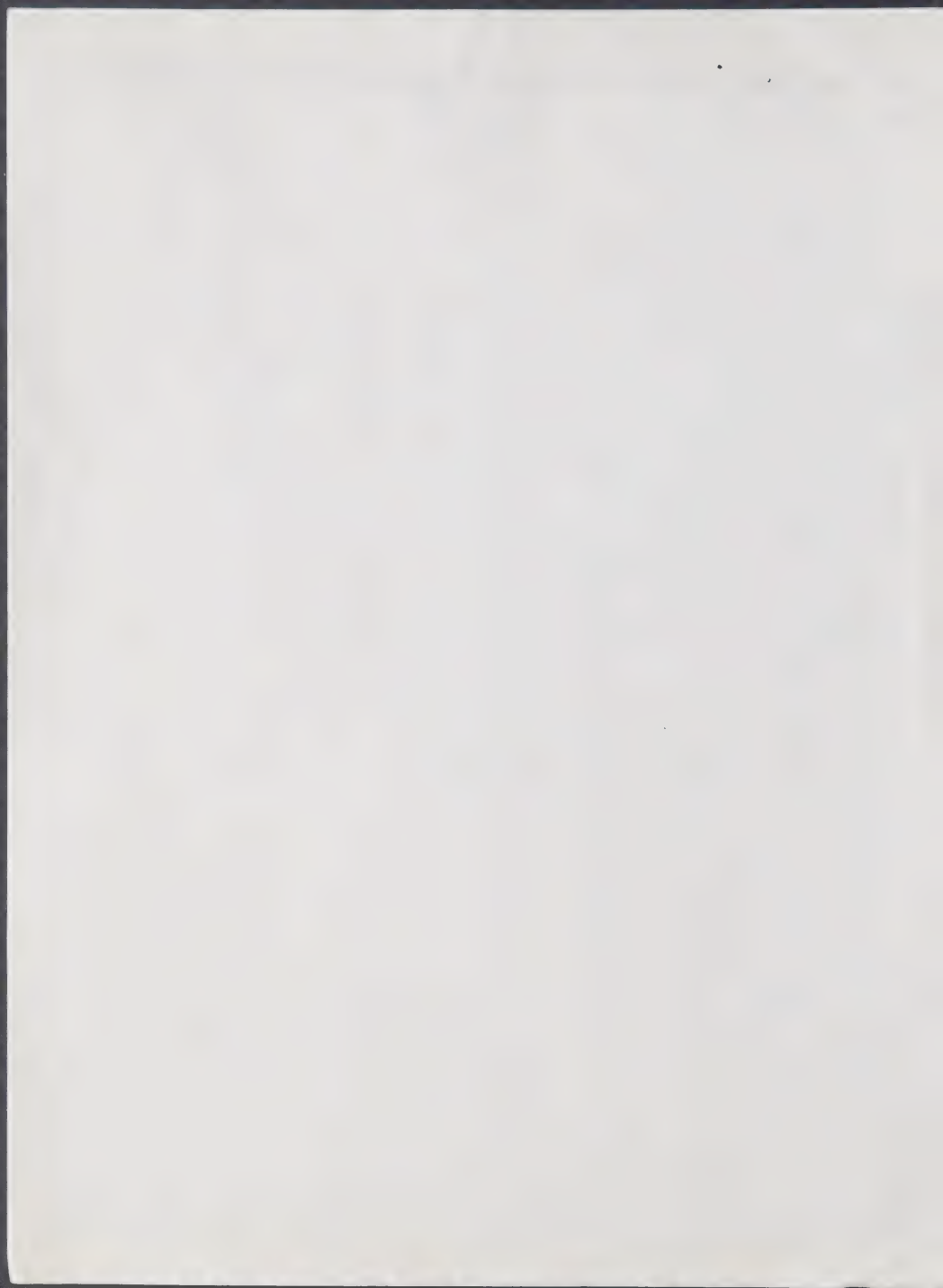
To: _____	Dept./Company: _____
From: _____	Dept. (if different from To): _____
Send: <input type="checkbox"/> Fax* <input type="checkbox"/> Cable* <input type="checkbox"/> Telex*	

*Phone 212 bcb 7730*

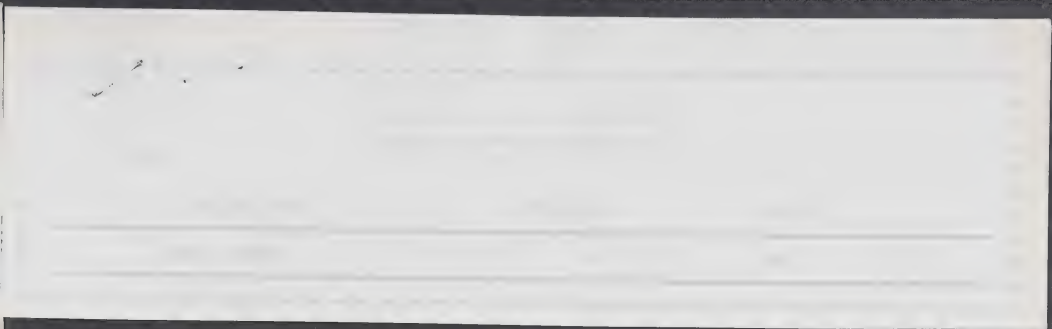
*Phone: OK*

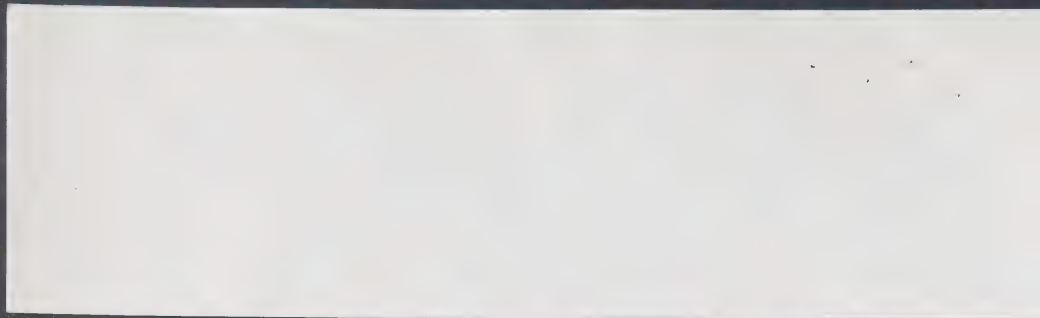
*Maria Larsson*

PRIORITY ONLY









FAX TRANSMITTAL SHEET

FROM: DR. ALFRED BADER  
2961 North Shepard Ave.  
Milwaukee, Wisconsin 53211

PHONE: (414) 962-5169

FAX: (414) 962-8322

TO: Mr. Christopher Apostle  
FAX: 1-212 666 7039

Aug. 31 97.

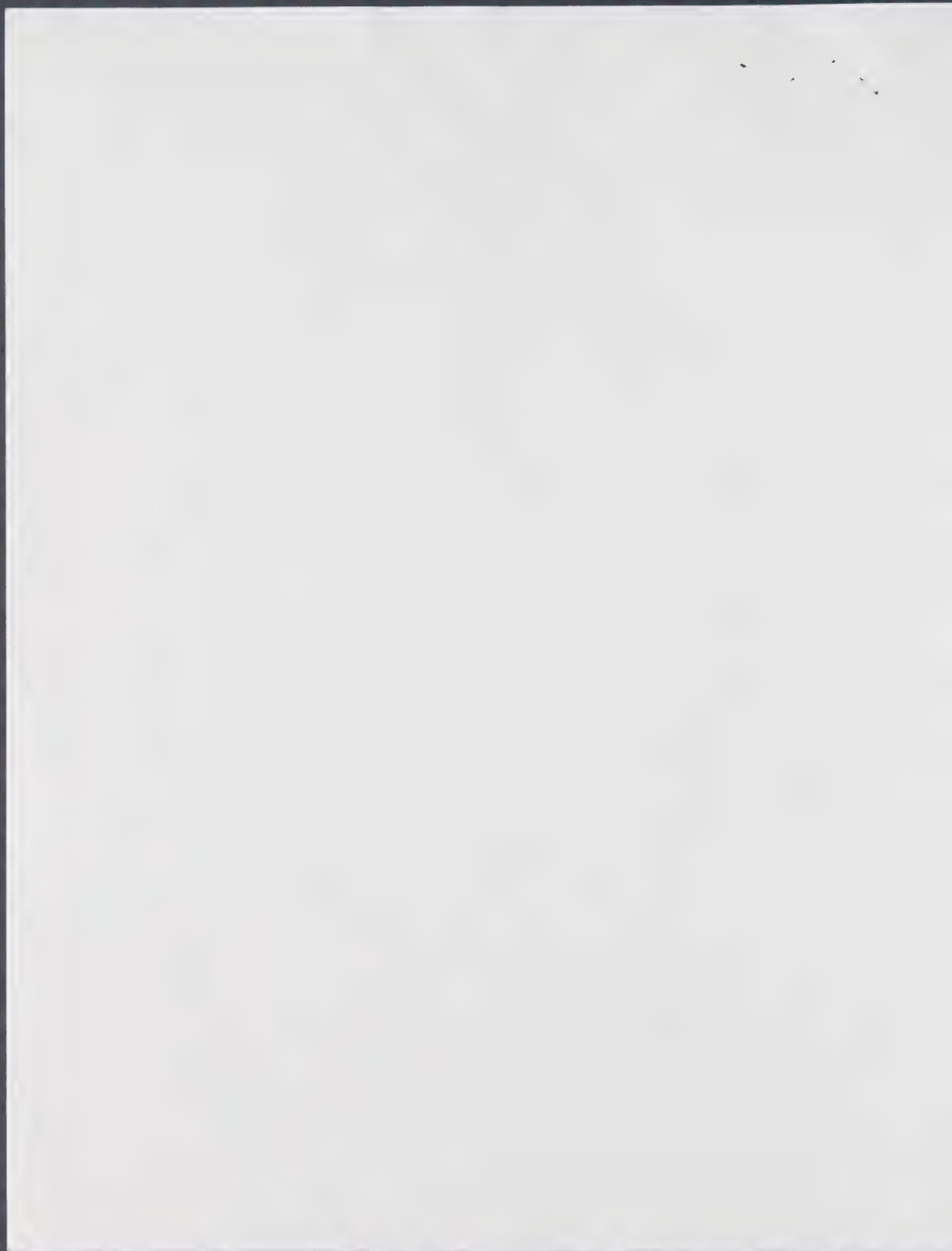
Dear Chris.

Just a note to confirm our  
conversation re the portrait of  
La Marguerite de Paudigny. Pottery  
will put it up for auction in October,  
with an estimate of \$10-15,000 and a  
reserve of \$8,000 with disposition, terms  
as before.

Also I would like to bring some  
more paintings to you on October 13,  
and hope to see you in Milwaukee  
before then, to decide on which to bring.

Best wishes

Alfred





[The page contains extremely faint and illegible text, likely bleed-through from the reverse side of the document. The text is organized into several paragraphs and possibly a list, but the individual words and sentences are completely unreadable.]

CONSIGNMENT RECEIPT  
 HERR & WOODS LIMITED  
 1124 YORK STREET  
 NEW YORK, NY 10013

DATE: 3/20/92  
 RECEIVED BY: [Signature]  
 ACCOUNT NO: 1000000000

INSURANCE  
 COVERED UNDER #1000000000  
 HERR & WOODS SHERMAN AVENUE  
 NEW YORK, NY 10013

SHIP VIA: AIR FREIGHT  
 CARRIER: [Signature]  
 SPECIAL TERMS: SEE CMA  
 CMRS

Special terms: See CMA  
 CMRS  
 @ all inclusive incl. -  
 no. of charges. Color

QTY	DESCRIPTION	ESTIMATED LESS EST. NET WT.	EST. VALUE LESS EST. NET WT.
3000	BOURENFELD, VIEW OF CANTON, SWISS SERVICES & BUNCHER, COATED; DYE; FRAMED GOLD COMM. CLIENT REF.	30000 <del>40000</del>	30000 with discount
9000	REPUT. COINTEL OF A BUNCHER, COATED DYE; FRAMED GOLD COMM. CLIENT REF.	7000 - -10000	with discount
3000	REPUT. COINTEL OF A BUNCHER, COATED DYE; FRAMED GOLD COMM. CLIENT REF.		

THIS RECEIPT IS SUBJECT TO THE CONDITIONS OF SALES PRINTED ON THE OTHER SIDE. SELLER'S WILL HAVE NO LIABILITY FOR LOSS OF, OR DAMAGE TO, GOODS WHETHER CAUSED BY SOLEBY'S NEGLIGENCE OR OTHERWISE. EXCEPT AS TO THE PARTS SO WRITTEN BY SOLEBY IN THE PRECEDING PARAGRAPHS OR HEREIN IN THE CASE OF PARAGRAPHS 3 AND 4 ON REVERSE.

Received by: [Signature]  
 DATE: 3/20/92

COMMISSION OF SCIENCE

[The following text is extremely faint and illegible due to low contrast and blurring. It appears to be a multi-paragraph document with several distinct sections.]



**SOTHEBY'S**  
 FOUNDED 1744

**Fax/Telex/Cable Form**

 All Cables/Mailgrams must include full street address and country.

 All Telexes must include telex number and country.

 All Faxes must include telephone number and country.

No. of pages including cover: \_\_\_\_\_

 Date: March 6, 1992

To: Alfred Bader

Dept./Company:

From: Christopher Apostle

Dept: Old Master Paintings

 Send:  Fax #

 Cable #

 Telex #

Subject:

Text:

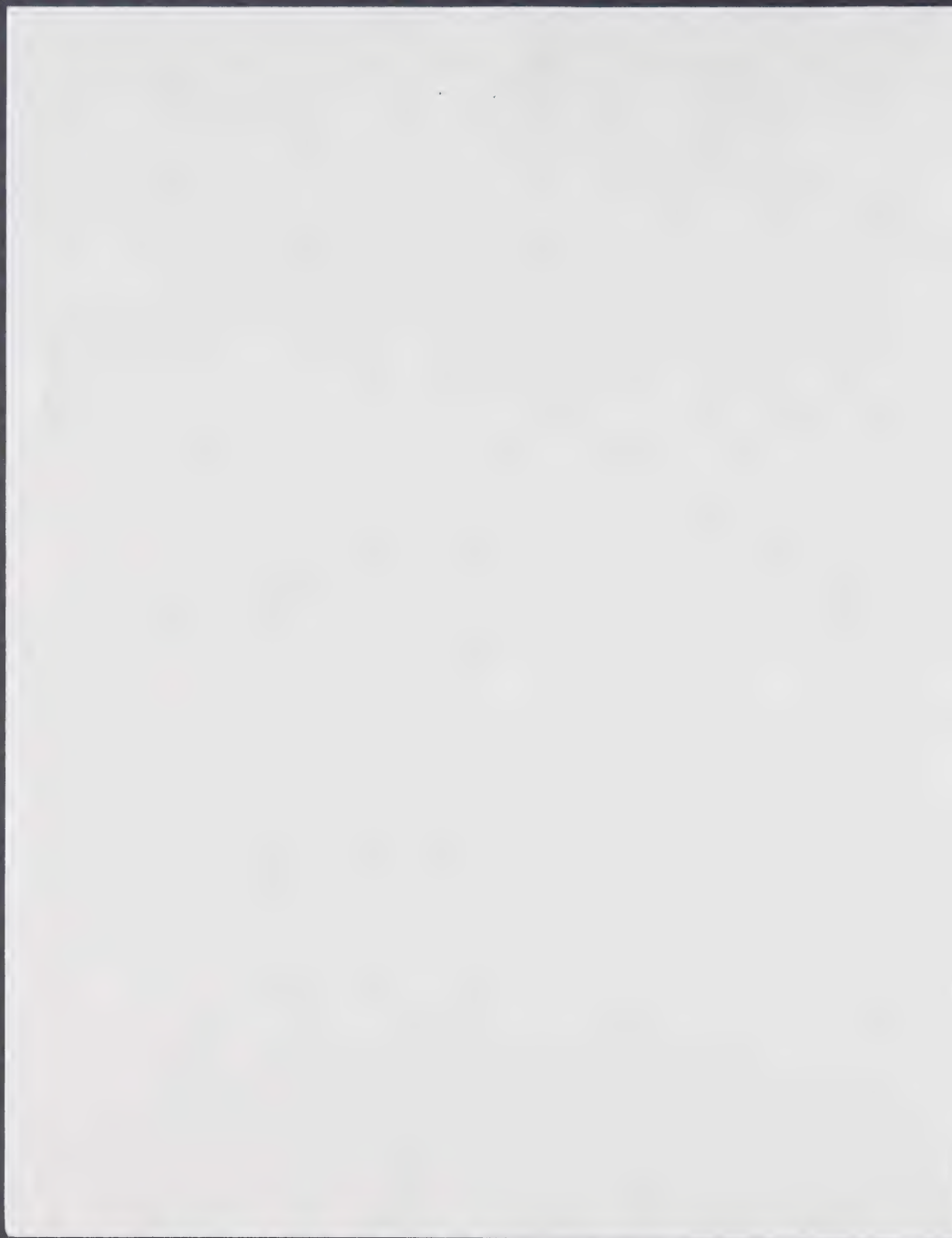
Dear Alfred,

Here is a preliminary list of the estimates I have been able to get for the paintings that I saw during my visit. Not everything is on the list; Peter Rathbone, for example, is away until next week. Just know that this is what I have been able to come up with so far, and I shall be doing a formal listing when I have everything.

## 19th Century Paintings and Sculpture:

Bauerenfiend	\$40,000-60,000	—
Ribot	\$15,000-20,000	—
Port. of a Baby	\$3,000-5,000	
Self-Portrait	\$3,000-5,000	
"MH" Shipping scene	\$4,000-6,000	
Courbet	difficult to judge from photo	
Navez	\$25,000-35,000	—
De Bay Bronze	\$8,000-12,000	
Old Masters		
Weenix	\$15,000-20,000	
de Sabbato	\$10,000-15,000	
"Cerrutti"	\$6,000-8,000	
Floral Pair	\$6,800 or \$8,000-12,000	

Print Or Type Only



**SOTHEBY'S**  
FOUNDED 1744**Fax/Telex/Cable Form**All Cables/Mailgrams must include full street address and country.All Telexes must include telex number and country.All Faxes must include telephone number and country.

No. of pages including cover: \_\_\_\_\_

Date: \_\_\_\_\_

To: \_\_\_\_\_ Dept./Company: \_\_\_\_\_

From: \_\_\_\_\_ Dept: \_\_\_\_\_

Send:  Fax #  Cable #  Telex #

Subject:

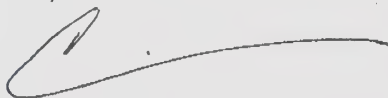
Text: |

Old Master Paintings, cont'd

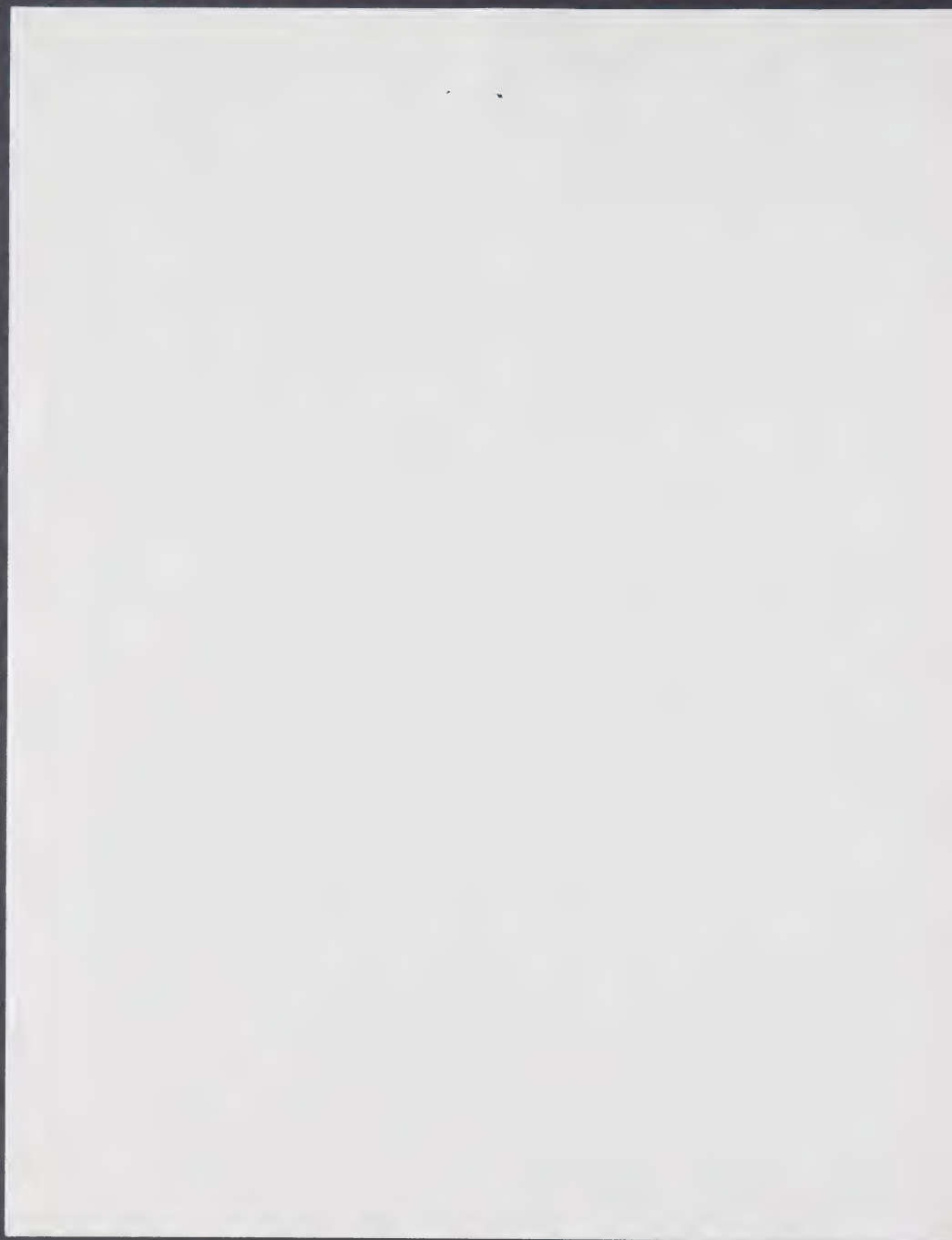
J. de Wet drawing \$1,000-1,500 (probably not worth restoring)

I shall get you the rest of the figures, and a proper listing when I return a week Monday. As I am away that long, I thought that this informal listing would be better than nothing. Speak to you soon!

Yours,



Print Or Type Only



REVIEWS

See Table of Contents

[The main body of the page contains extremely faint and illegible text, likely bleed-through from the reverse side of the document. The text is too light to transcribe accurately.]



SCOTT B/S

Fax/Telex/Cable forms







FAX 414 962 8322

ALFRED BADER CORPORATION

F I N E A R T S

2961 NORTH SHEPARD AVENUE

MILWAUKEE, WISCONSIN 53211

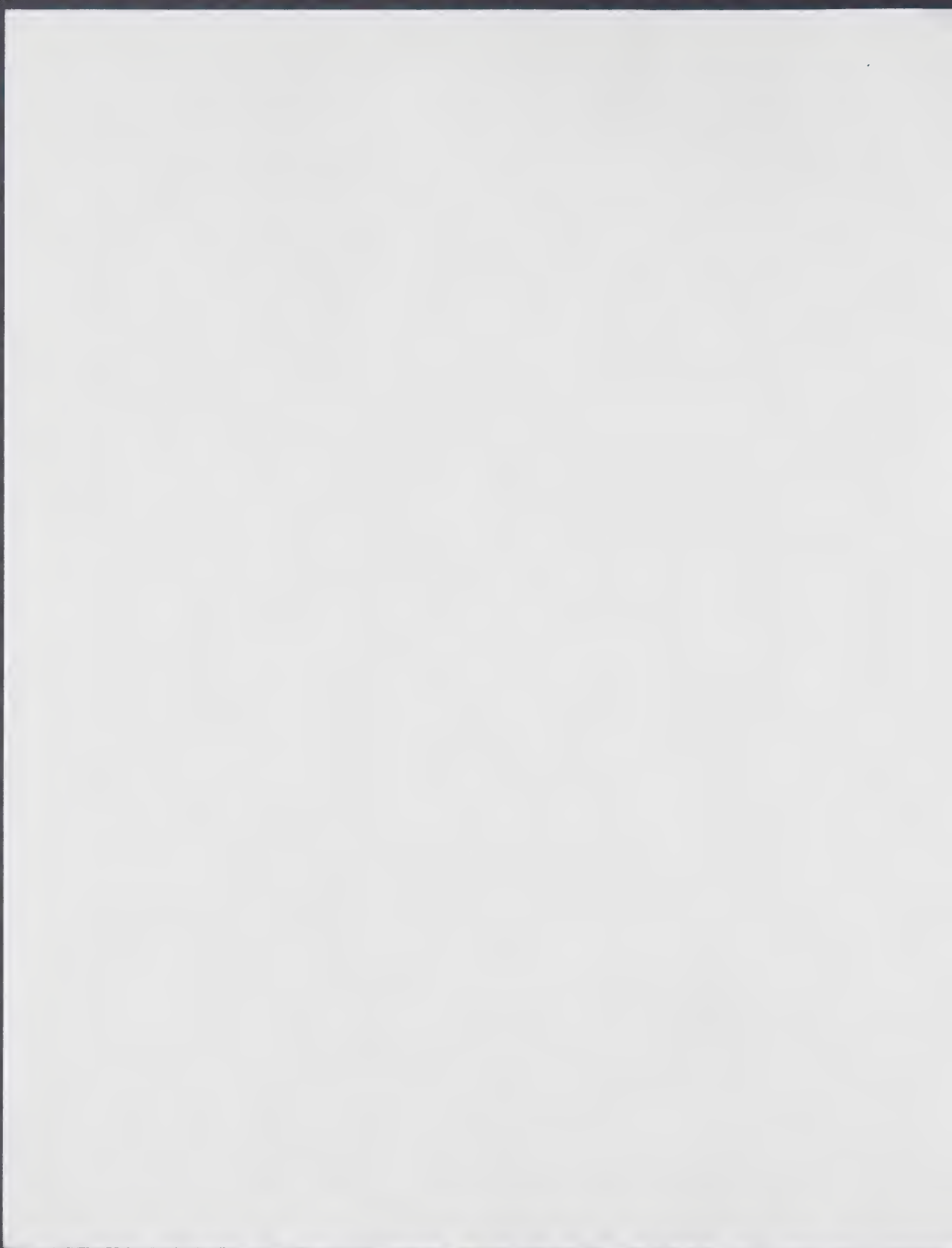
Mr. Christopher Apostles  
Pottery.

Dear Chris: Apostles:

Thanks for your fax of March 6  
with 12 suggested estimates. I am disappointed  
only in the Ceruti; all the others look fine  
and I'll bring several along on March 20.

So let me know about the 'Ostade'  
related to the print, and the Roman Eekins.

You know about Garrett Jewell's positive  
opinion, as well as Peter Rathbone's. The former  
is based on seeing the original, the latter on  
a photo before cleaning. You now have a  
black and white photo after cleaning, and I also  
enclose a color transparency, taken after cleaning



for your and Mr. Railbox's consideration.

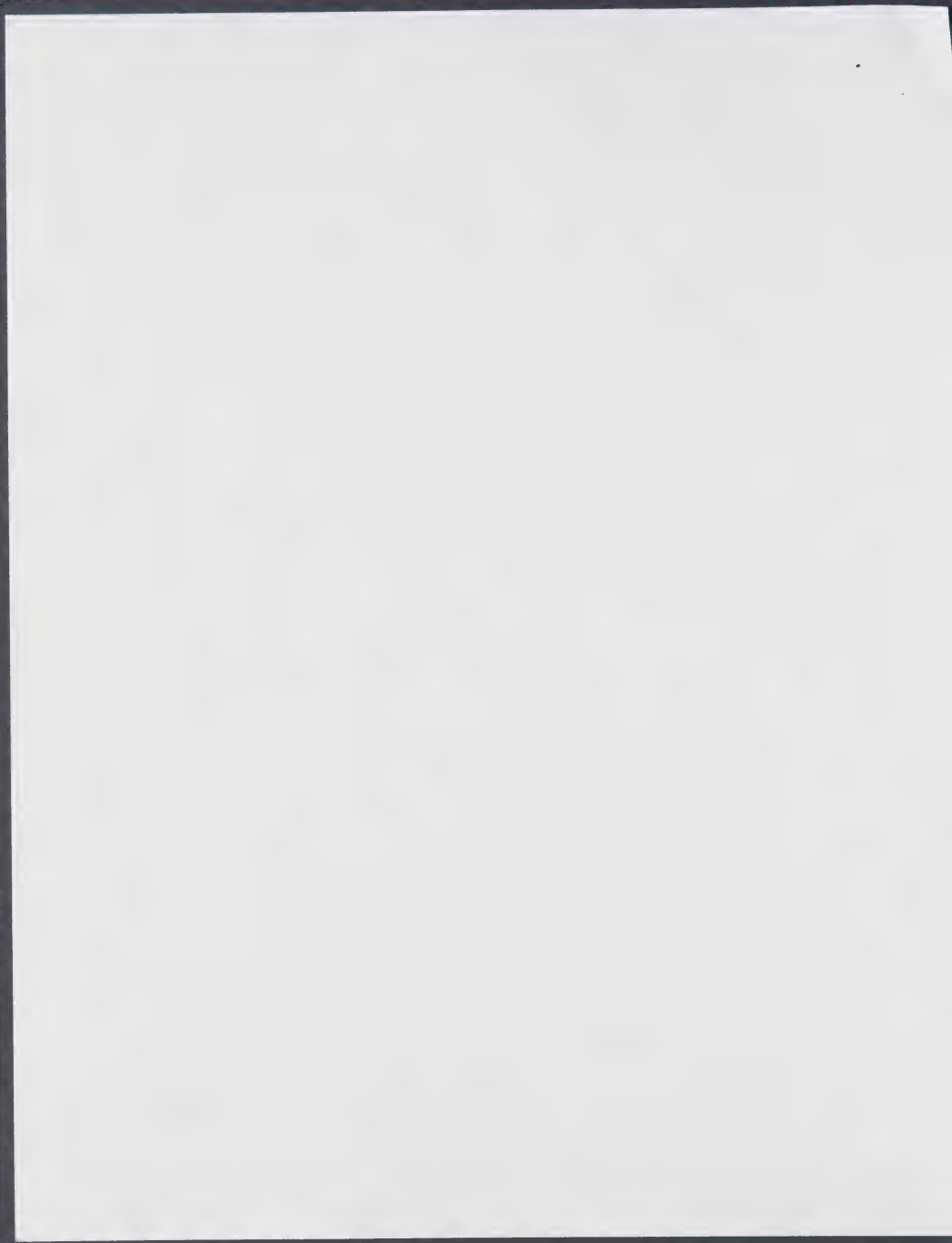
I plan to visit Bloomington on April 1  
and will show the original to Kathy Foster Ken.

Please remember that I love buying  
painting, and I hope you'll have some  
Pembroke school works to show me.

Best wishes

Jy-a

April 8 94.





FAX 414 962 8322

ALFRED BADER CORPORATION

F I N E A R T S

2961 NORTH SHEPARD AVENUE



MILWAUKEE, WISCONSIN 53211

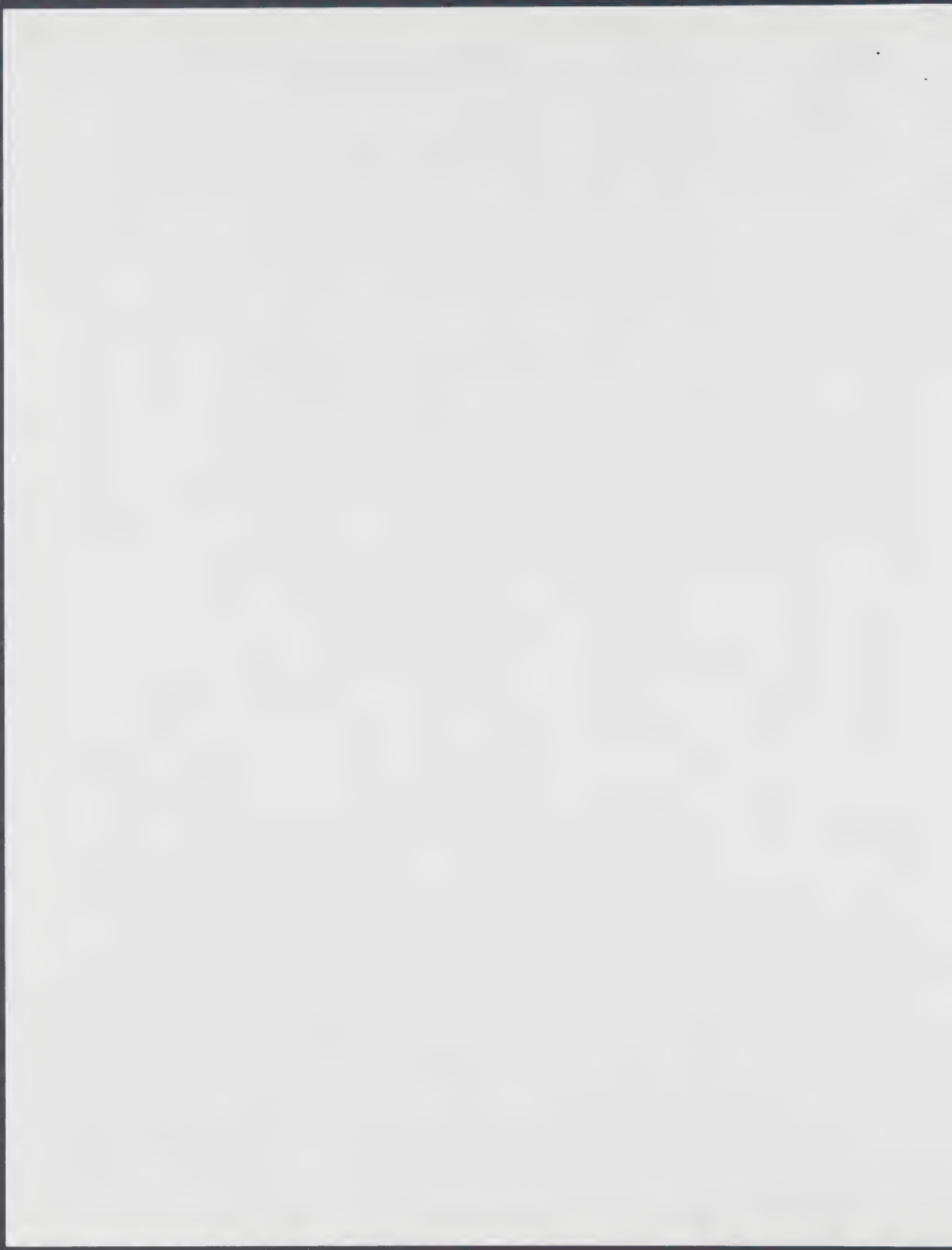
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black and white photo after cleaning, and I also  
enclose a color transparency, taken after cleaning



for your and Mr. Rathbone's consideration.

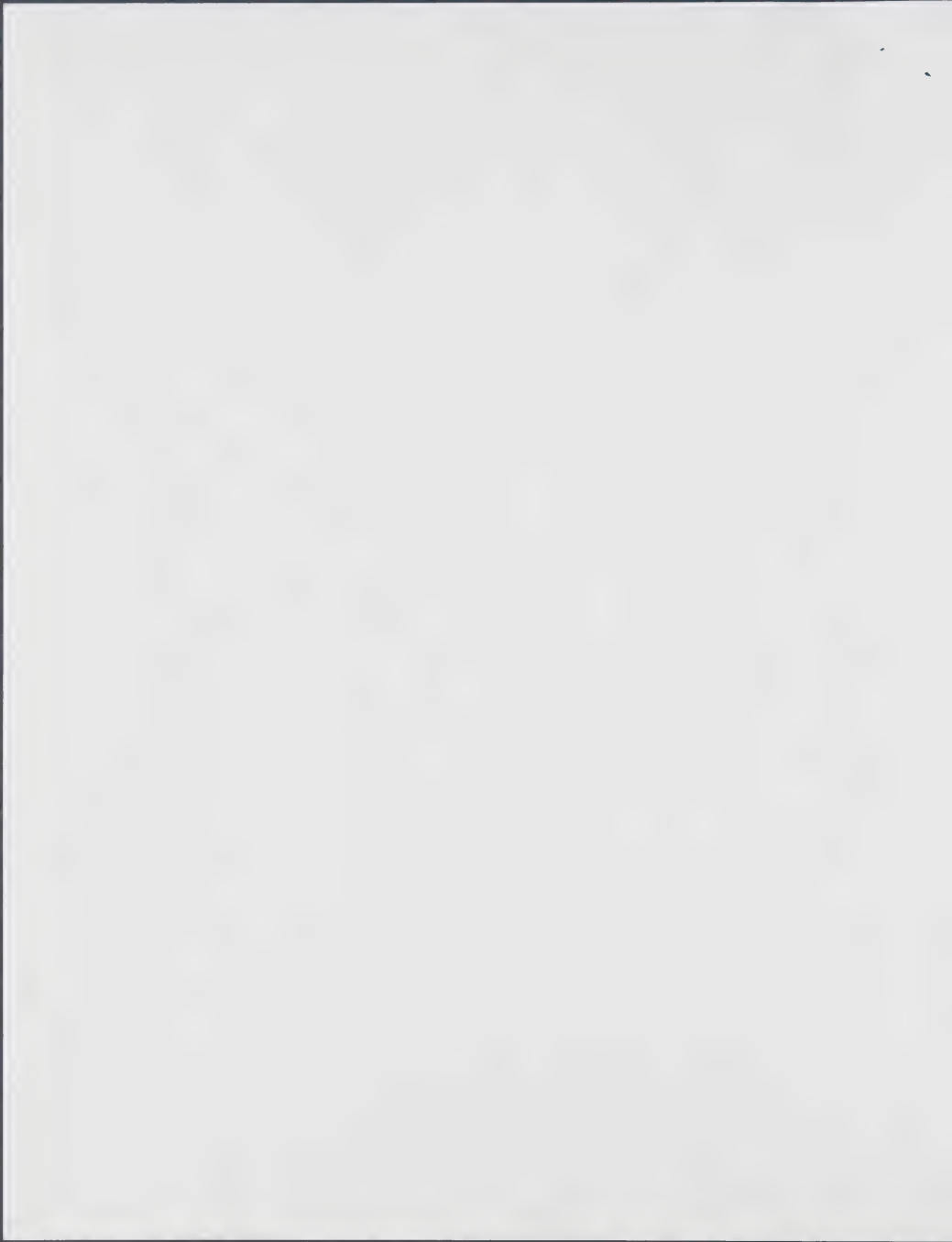
I plan to visit Bleauington on April 1  
and will show the original to Kathy John Row.

Please remember that I love buying  
paintings, and I hope you'll have some  
Rembrandt period works to show me.

Best wishes

J. a

April 8 94.





Dr. Alfred R. Bader  
2961 North Shepard Avenue  
Milwaukee, Wisconsin 53211

To Mr. George Wachter  
Sotheby's, New York

Dear George:

Many thanks for your appraisal  
of the Origns. Check is enclosed. Please  
return form 8783 with Part III completed  
by you.

What would you charge for the  
appraisal of fifteen (15!) works -  
all very well documented, mostly  
illustrated in color in Jurewowski?

Hopefully the Rainborough  
will sell; there are others here also  
but I should offer.

All good wishes for 1992 to  
you and Chris,

Alfred

12/31/91



Name(s) shown on your income tax return

DR. ALFRED BADER

Identification number

**Section B Appraisal Summary**—Include in Section B only items (or groups of similar items) for which you claimed a deduction of more than \$5,000 per item or group. (Report contributions of certain publicly traded securities only in Section A.)If you donated art, you may have to attach the complete appraisal. See the **Note** in Part I below.**Part I Information on Donated Property** (To be completed by the taxpayer and/or appraiser.)**1** Check type of property:

- Art\* (contribution of \$20,000 or more)       Real Estate       Gems/Jewelry       Stamp Collections  
 Art\* (contribution of less than \$20,000)       Coin Collections       Books       Other

\*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antique furniture, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects. **Note:** If you donated art after December 31, 1987, and your total art contribution deduction was \$20,000 or more, you must attach a complete copy of the signed appraisal. See Instructions.

2	(a) Description of donated property (attach a separate sheet if more space is needed)	(b) If tangible property was donated, give a brief summary of the overall physical condition at the time of the gift	(c) Appraised fair market value
A	ADRIAEN VAN NIEULANDT	Good condition	\$ 40,000 00
B	Orpheus		
C	Oil on panel		
D	19 3/4 x 31 3/4 inches		

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales after 6/6/88, enter amount received	See Instructions	
					(h) Amount claimed as a reduction	(i) Average trading price of securities
A	APRIL 1983	TRADE FOR	7000 -			
B		AM. IMPRESSIONIST				
C		WITH MRS. H.K. WATKINS				
D						

**Part II Taxpayer (Donor) Statement**—List any item(s) included in Part I above that is (are) separately identified in the appraisal as having a value of \$500 or less. See Instructions.

I declare that the following item(s) included in Part I above has (have) to the best of my knowledge and belief an appraised value of not more than \$500 (per item). (Enter identifying letter from Part I and describe the specific item):

Signature of taxpayer (donor) ▶

Alfred Bader

Date ▶

Dec 31 91

**Part III Certification of Appraiser** (To be completed by the appraiser of the above donated property.)

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, married to, or related to any of the foregoing persons, or an appraiser regularly used by any of the foregoing persons and who does not perform a majority of appraisals during the taxable year for other persons.

Also, I declare that I hold myself out to the public as an appraiser or perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based upon a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this appraisal summary may subject me to the civil penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I affirm that I have not been barred from presenting evidence or testimony by the Director of Practice.

Please Sign Here

Signature ▶

Title ▶

Date of appraisal ▶

Business address

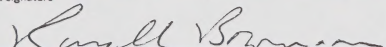
Identification number

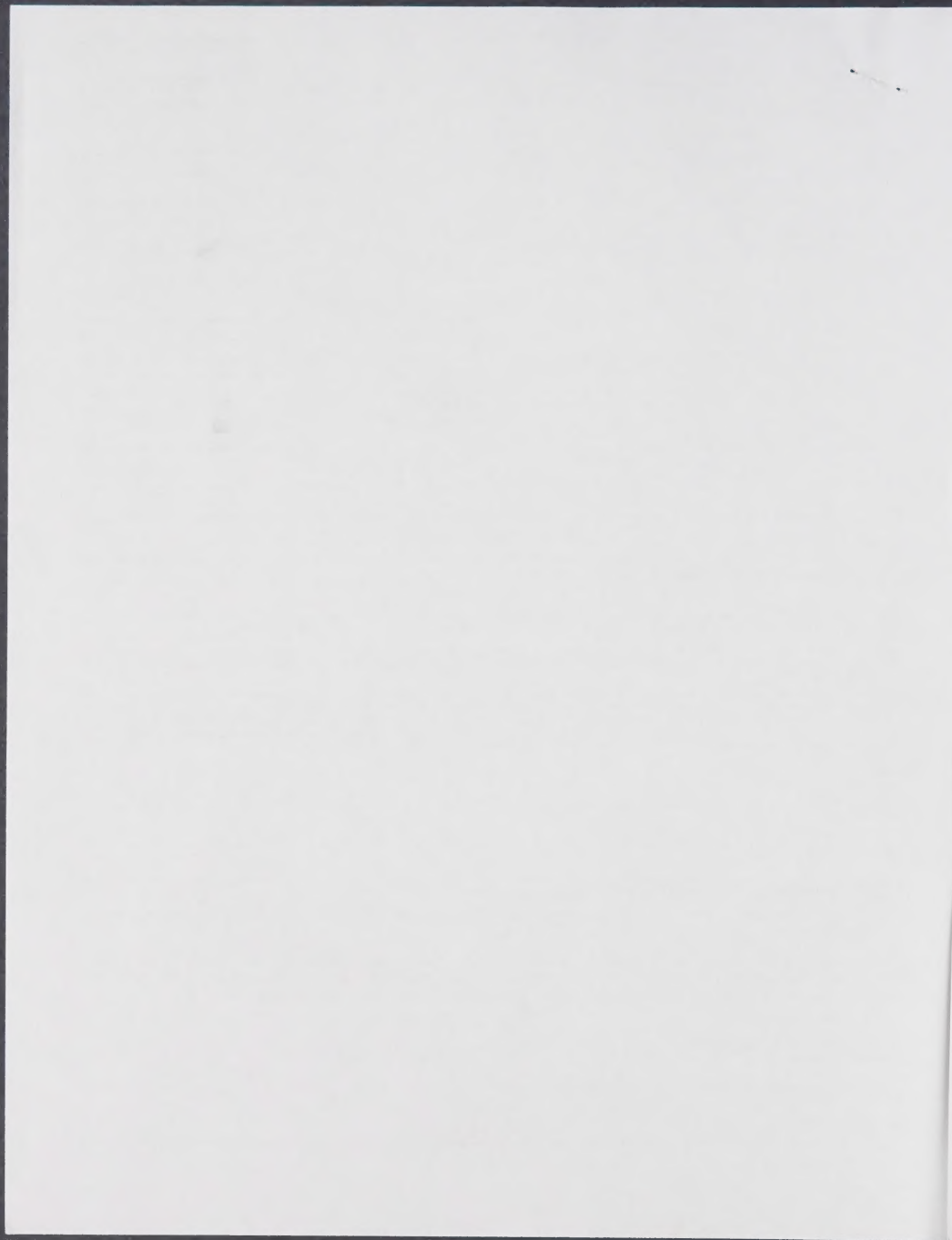
City or town, state, and ZIP code

**Part IV Donee Acknowledgment** (To be completed by the charitable organization.)

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Part I on \_\_\_\_\_ (Date).

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property (or any portion thereof) within 2 years after the date of receipt, it will file an information return (Form 8282, Donee Information Return) with the IRS and furnish the donor a copy of that return. This acknowledgment does not represent concurrence in the claimed fair market value.

Name of charitable organization (donee)	Employer identification number
Milwaukee Art Museum	39-0806316
Address (number and street)	City or town, state, and ZIP code
750 N. Lincoln Memorial Dr.	Milwaukee, WI 53202
Authorized signature	Title
	Director
	Date
	12/31/91



Dr. Alfred Bader  
Chairman Emeritus



November 6, 1991

Mr. George Wachter  
Senior Vice President  
Old Master Paintings  
Sotheby's  
1334 York Avenue  
New York, New York 10021

Dear George:

I still remember with great pleasure your visit to Milwaukee and your then telling me that you would be willing to appraise paintings I am donating to museums.

I would like to donate an Oprheus, oil on panel, 19-3/4 x 31-3/4 inches, by the well-known artist, Adriaen van Nieulandt. The attribution comes from Dr. Jan Briels, who recently published a work on these Dutch artists who had originated in Antwerp.

The work was exhibited at the Milwaukee Art Museum in the exhibition entitled "The Detective's Eye" and enclosed are details of the entry as well as a color transparency and black and white photograph. If you don't need the color transparency, please return it with the IRS form and I will then submit that form, to be signed by the Milwaukee Art Museum, with the color transparency.

I realize that you told me that you would charge \$500.00 whether I asked you to appraise one painting or quite a few more. This is very generous of you, and I will almost certainly want to make use of that offer again in the future, but at the moment I would like to give only this one painting to the Milwaukee Art Museum.

Many thanks for your help, and best personal regards.

Sincerely,

Alfred Bader  
Enclosure  
c: Mr. Russel Bowman

**SIGMA-ALDRICH**

P.O. Box 355 Milwaukee Wisconsin 53201 USA Telephone (414) 273-3850 Cable Aldrichem TWX 910-262-3052 Telex 26-843

