

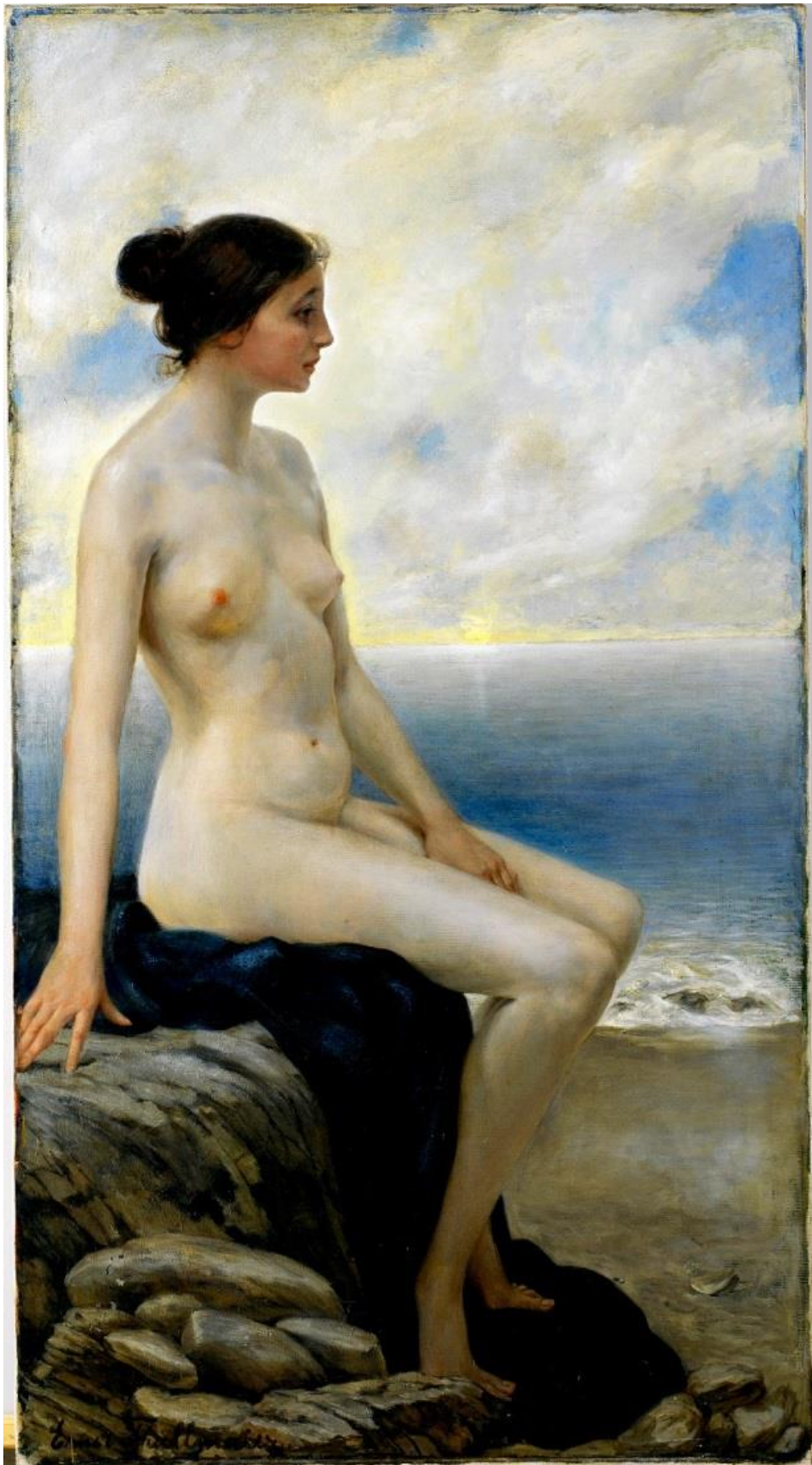
# CHRISTIE'S

# BEWARE !!!

A few Observations concerning  
the Manners & Methods  
of a hallowed International Auction House

To have a beloved painting auctioned off is always a very sad affair, particularly when dire need appears to be the main reason for it. Which it mostly is. I am not talking here about some abominable *modern* hogwash as pushed for millions of pounds by revolting clowns like Charlie Saatchi and his ilk, but a genuine piece of Art. One that a painter of old has endowed with skill and love, creating in this way a magical window into the past whose essential aura has survived the ages and can be felt to this day by a sensitive beholder.

It is even sadder if the painting in question is, apart from being exceptionally beautiful, an item that had been bought for more than 30.000 Deutschmarks decades ago. Which was the case with my "*Bather by the Sea*", a 19<sup>th</sup> Century romantic painting of the Munich School as depicted below.



And which I was foolish enough to entrust into the loving care of *Christie's of London*.

Foolish because the whole exertion did not turn out to be a small yet welcome boon, but a miserable affair that rendered in the end only a handful of coins.

What follows are a few postal letters and e-mails selected from a whole batch of correspondence that will provide the reader with a general idea of how the story evolved.

**From:** manfred to Christie's of London  
**Sent:** 14 June 2013 10:12  
**To:** Andrews, Max; Baumgartner, Pascal; Bramham, Diana  
**Subject:** 19th cent. painting

Dear madam, sir!

Would the attached painting be of any interest to you? It is late 19th century, School of Munich, and one of the loveliest female nudes since Botticelli. Size 1.20 x 1.85 m without frame.

Regards  
manfred

My letter caused indeed an interest, and after some preliminaries I received the following answer.

**From:** "Andrews, Max" <MAndrews@christies.com>  
**To:** manfred  
**Sent:** Monday, September 23, 2013 3:11 PM  
**Subject:** RE: 19th cent. painting

Dear Manfred

The bidding would start at 10000 and finish wherever the highest bidder chooses which could be far in excess of 20000 should two rich clients be interested. I wouldn't be surprised by this as I think it has a lot of charm. The next step is to get it to us, including your details in the package so there is no confusion. We would give it a very large illustration in the sale catalogue.

Best regards

Max Andrews  
19th Century European Pictures  
CHRISTIE'S  
85 Old Brompton Road  
London SW7 3LD

And a bit later some more of the same.

**From:** "Andrews, Max" <MAndrews@christies.com>  
**To:** manfred  
**Sent:** Wednesday, October 2, 2013 2:04 PM  
**Subject:** RE: 19th cent. painting

Dear Manfred,

Apologies for contacting you again.

I have a good deal of confidence that we can sell your painting very well and as such we are considering it for a position on the cover/back cover of the catalogue or as the picture we will use in our press advertising. These tend to add a great deal to the final price achieved at auction.

Please let me know if you are intending to send it to us so we can hold one the cover slots/advertising slot for your picture.

All the best  
Max



In this way nicely encouraged, I agreed and soon received by e-mail a PDF contract with on the backside a host of stipulations which were hardly legible and apparently dealt only with minor practicalities.

CHRISTIE'S SOUTH KENSINGTON LTD.

85 Old Brompton Road,  
London SW7 3LD  
Telephone: 020 7930 6074  
Fax: 020 7752 3321  
Registered in England No. 1153835  
VAT Reg. No. GB 503 3060 06

Mr Manfred von Pentz  
Rechnaya St. 26  
Krasnodar Region  
St. Ulbinskaya  
Russia

Client: 10069369  
Tel: 7 + 7918519450  
VAT Status: OUTSIDE EEC

Client Status: OWNER

Stock No: KEN283

Commission: Private

Christie's Loss/Damage Liability



PLEASE SIGN HERE

REVISED SCHEDULE OF PROPERTY  
Christie's

REF NOS	OBJECT DETAILS	SALE RECOMMENDATIONS	Owner's (Shipment) Estimate	Proposed Date	Received	Marketing Fee & Liability for loss/damage whilst in transit (TL)
Line	Qty Description	Dept/Init	Estimate			
1	1 Munich School, Nude by the Sea oil on canvas	NCA NJA	10,000 GB pounds sterling Agreed	29 JAN 14		Not Received

Illustration: Lots are illustrated at Christie's reasonable discretion. Provisional Estimates: All require confirmation by Christie's once the Property has been received and examined at the sale site. Until this examination has taken place, your estimates will be shown as provisional and you should be aware that following examination, a new Schedule may be sent to you which could reflect different descriptions and estimates from those shown here. Picture Frames: Many picture frames are fragile and easily damaged. Christie's will use reasonable skill and care in handling frames in such a manner as to minimize the risk of damage arising, but cannot accept liability where damage occurs either because of the innate fragility of the frame or as a result of circumstances beyond Christie's reasonable control. Payment Method and Currency: Will be cheque in the sale site currency as the Consignor, at your address (as stated on your Consignment Agreement) unless you specify otherwise by completing and returning the Payment Instruction Form to be received at Christie's no later than 10 days before the relevant auction. Handling Charge: We shall charge you a handling charge of £50 (£75 for large items) or commission, whichever is greater. If a lot fails to sell we will charge you the handling charge.

No alternate payee details exist for this consignment

Signature: The Property listed above has been consigned to Christie's under the terms and conditions of the Consignment Agreement dated 09OCT13 which I have read and agree to be bound by.

Consignor: *M. v. Pentz* Date: *10.10.2013* Christie's Date: \_\_\_\_\_

Print name: KEN2830003 Date Printed: 09OCT13 at: 13:33 by CSK.OMP.AKP Issue 14 (May 06) Form Ref 5/CSK\_E

Date: 8 OCT 13  
Chem Number: 10501569  
Printed Form No: KEN283  
Printed by: CSK.OMP.AKP

CHRISTIE'S  
CONSIGNMENT AGREEMENT BETWEEN

CONSIGNOR AND CHRISTIE'S SOUTH KENSINGTON LTD (CHRISTIE'S)  
Mr Manfred von Pentz  
Rechnaya St 26  
Krasnodar Region  
St. Ulbinskaya  
Russia  
VAT status: OUTSIDE EEC  
VAT number:  
Commission type: Private  
Telephone number: T: +0047 50429  
E-mail: m.v.pentz@tiscali.it

85 OLD BROMPTON ROAD  
LONDON  
SW7 3LD  
Tel: 020 7930 6074  
Tel: 020 7752 3321  
VAT No: GB 503 3060 06

I, the undersigned, do hereby read and understand the terms and conditions contained in this agreement form and agree to be bound by the terms and conditions. I do not wish to agree to these terms and conditions unless I have read and understood the terms and conditions. I do not wish to agree to these terms and conditions unless I have read and understood the terms and conditions. I do not wish to agree to these terms and conditions unless I have read and understood the terms and conditions.

1. YOUR INSTRUCTIONS TO SELL: You shall retain sole and exclusive authority to sell the Property, which is the subject of this agreement, and you shall be responsible for all costs and expenses incurred in connection with the sale of the Property, including but not limited to the costs of advertising, catalogues, and other expenses. You shall be responsible for all costs and expenses incurred in connection with the sale of the Property, including but not limited to the costs of advertising, catalogues, and other expenses. You shall be responsible for all costs and expenses incurred in connection with the sale of the Property, including but not limited to the costs of advertising, catalogues, and other expenses.

2. COMMISSION, HANDLING CHARGE AND BUYER'S PREMIUM: The Commission shall be calculated as a percentage of the Hammer Price of the Lot. The Commission shall be calculated as a percentage of the Hammer Price of the Lot. The Commission shall be calculated as a percentage of the Hammer Price of the Lot. The Commission shall be calculated as a percentage of the Hammer Price of the Lot.

3. YOUR INSTRUCTIONS TO SELL: You shall retain sole and exclusive authority to sell the Property, which is the subject of this agreement, and you shall be responsible for all costs and expenses incurred in connection with the sale of the Property, including but not limited to the costs of advertising, catalogues, and other expenses. You shall be responsible for all costs and expenses incurred in connection with the sale of the Property, including but not limited to the costs of advertising, catalogues, and other expenses. You shall be responsible for all costs and expenses incurred in connection with the sale of the Property, including but not limited to the costs of advertising, catalogues, and other expenses.

4. CHRISTIE'S LIABILITY: Christie's will not be liable for any loss or damage to the Property, whether caused by fire, theft, or any other cause, unless such loss or damage is caused by the negligence of Christie's staff. Christie's will not be liable for any loss or damage to the Property, whether caused by fire, theft, or any other cause, unless such loss or damage is caused by the negligence of Christie's staff.

5. EXPENSES: You shall be responsible for all costs and expenses incurred in connection with the sale of the Property, including but not limited to the costs of advertising, catalogues, and other expenses. You shall be responsible for all costs and expenses incurred in connection with the sale of the Property, including but not limited to the costs of advertising, catalogues, and other expenses. You shall be responsible for all costs and expenses incurred in connection with the sale of the Property, including but not limited to the costs of advertising, catalogues, and other expenses.

6. YOUR STATEMENTS REGARDING THE LOTS: You shall be responsible for all costs and expenses incurred in connection with the sale of the Property, including but not limited to the costs of advertising, catalogues, and other expenses. You shall be responsible for all costs and expenses incurred in connection with the sale of the Property, including but not limited to the costs of advertising, catalogues, and other expenses. You shall be responsible for all costs and expenses incurred in connection with the sale of the Property, including but not limited to the costs of advertising, catalogues, and other expenses.

7. AGREEMENT TO THE TERMS AND CONDITIONS AS SET FORTH IN THIS AGREEMENT: I agree to the terms and conditions as set forth in this agreement. I agree to the terms and conditions as set forth in this agreement. I agree to the terms and conditions as set forth in this agreement. I agree to the terms and conditions as set forth in this agreement.

The auction was to be celebrated at Christie's hallowed haunt in South Kensington on September 12th, 2013, whereby I liked particularly the idea that my painting would grace the cover of Christie's trendy catalogue, a honour, as dear Max had pointed out, that should boost the sales expectations amazingly.

Living in the Ukraine at the time, I had imported the painting a year before from my house in France and paid a hefty import tax. With the US sponsored *Maidan Coup* in full swing and the situation in the country deteriorating every day, I thought it a good idea to get the painting out as quickly as possible, even if the 10.000 GBP starting price seemed far too low with regard to its true value. On the other hand did I believe Max' encouraging words and so went to DHL and had the large painting shipped for about 500 GBP's to London while paying again a hefty baksheesh to the utterly corrupt Ukrainian customs boys.

Again due to the problems of the day the painting arrived too late and was put up for the 2<sup>nd</sup> May 2014 auction. Dear Max had meanwhile handed me on to a certain Mr. Plumb, who seemed to have forgotten all about placing the painting on the cover of the sales catalogue. My earnest enquiry to this effect remained sadly unanswered.

**From:** "Plumb, Alastair" <aplumb@christies.com>

**To:** "manfred"

**Sent:** Thursday, April 3, 2014 1:07 PM

**Subject:** RE: 19<sup>th</sup> cent. painting

Dear Manfred,

I have pleasure in attaching the Sale Lot Advice outlining your property which is featured in our forthcoming sale of 19<sup>th</sup> Century European Art taking place at Christie's South Kensington on 2<sup>nd</sup> May 2014.

Alastair Plumb

Thus finally arrived the great day! But alas...

My painting was, as I could see in the catalogue and to my great dismay, *not* sold to one of the many rich clients who were supposed to fight tooth and claw over a beautiful "*Bather by the Sea*".

Further correspondence with Mr. Plumb, who had become markedly less gracious, indicated that I should get my painting out of their hair as quickly as possible or start paying money for keeping it in one of their sheds. Alternately there existed the possibility to put it up again on yet another auction, but for much less money, namely beginning with 3500 £.

Being fairly broke and having at the time escaped only just with my family from Ukraine, where some Right Sector thugs were looking for my wife who had absolved her first year as PhD in a Russian University and was thus considered an enemy of the state, I had no other choice but to agree.

# CHRISTIE'S

A/c No 10069369  
 Stock Order No 35226  
 Point of Contact  
 Issue Date 18 December 2014  
 Seller Agreement 51394

Client Status  
 VAT Status  
 Commission Type  
 LDL

Owner  
 Not Registered  
 Standard  
 Christie's

Mailing Address  
 Mr Manfred von Pentz

Account Address  
 Mr Manfred von Pentz

## SCHEDULE OF PROPERTY

Line	Qty	Description	Department / Contact	Reserve	Estimate	Marketing Fee	Sale Site / Proposed Sale Date	Transit LDL	Fragile LDL	Client Ref No
1	1	Ernst Thälmeier A bathier at dusk	KEN AUC 19th Can Pictures	£3,500 Suggested	£4,000 - 6,000 Agreed		South Kensington 21 Jan 2015	No	No	KENEK283

The property listed above has been consigned to Christie's under the terms and conditions of the Seller Agreement referenced 51394 and dated 9 October 2013.

Name of Signatory \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Christie's Signatory \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

For and on behalf of **Christie's South Kensington Ltd**



This time the painting was sold for 4.375 £, a pittance if compared to the 30.000 Deutschmarks I had paid for it some twenty years before. The amount would, as I believed, leave me a little less than 4000 £ once Christie's had deducted its 10 % commission.

CHRISTIE'S						
AUCTION RESULTS						
The following prices in BRITISH POUNDS include the buyer's premium and are rounded to the nearest british pound. Lots which did not sell are not shown.						
Christie's is not responsible for typographical errors or omissions.						
SALE #	10358					
SALE TITLE	19th Century European Art					
SALE DATE	Jan 21, 2015					
SALE LOCATION	85 Old Brompton Road, London SW7 3LD, United Kingdom					
TELEPHONE	+(44 020) 7581 7611					
SALE TOTAL	556,750					
LOT	PRICE	LOT	PRICE	LOT	PRICE	PRICE
2	5,625	3	3,750	4		2,250
6	3,750	8	1,375	9		6,875
10	3,000	11	3,250	12		3,750
13	3,000	18	21,250	19		7,500
20	6,250	21	3,250	23		11,875
24	2,750	26	1,875	28		3,000
29	2,375	30	6,250	31		3,250
32	5,250	33	5,625	34		32,500
36	7,250	38	6,250	38 A		3,250
39	1,875	41	3,000	43		12,500
44	2,250	45	1,375	47		7,500
48	3,750	49	6,250	50		2,750
51	2,750	52	3,500	53		3,250
54	6,250	56	18,750	58		2,250
59	1,625	61	6,250	63		4,375
69	5,000	71	3,500	72		6,000
73	2,750	75	3,250	76 A		3,750
79	21,250	80	4,750	81		6,875
84	11,875	85	12,500	86		31,250
87	11,875	90	3,750	91		9,375
92	4,375	95	1,375	96		1,875
97	13,750	100	1,125	103		3,250
105	3,000	106	1,375	108		1,375
109	6,875	112	4,750	113		2,500
114	1,500	116	6,000	117		8,500
118	3,750	119	8,750	120		3,750
121	9,375	122	7,500	123		2,500

But even this was not to be.

A/C No 10069369  
 Statement Date 25 February 2015  
 Stock Order Number 35226  
 Stock Number KENEK283

CHRISTIE'S

Mailing Address  
 Mr Manfred von Pentz

Account Address  
 Mr Manfred von Pentz

SETTLEMENT STATEMENT • Account Details

Sale Number 10358

Sale Title 19th Century European Art

Sale Date 21 January 2015

Lot	Result & Description	Transaction	Amount	VAT %	VAT Amount	Proceeds
* 92	Sold Ernst Thallmaler (German, 19th Century) A bather at dusk signed 'Ernst Thallmaler' (lower left) ... KENEK283	Hammer Commission (14.29%) Loss/Damage Liability(1.50%) Marketing Fee Total	3,500.00 -600.00 -52.50 -70.00 2,777.50	  20.00% 20.00%	  -10.50 -14.00 -24.50	    2,753.00
<b>Total Hammer</b>			<b>3,500.00</b>			
<b>Additional Charges</b>						
Freight			-25.00			
Total			-25.00			
<b>Sub Total Proceeds Due</b>						
Hammer			3,500.00			
Commission			-600.00			
Loss/Damage Liability			-52.50			
Marketing Fee			-70.00			
Freight			-25.00			
VAT					-24.50	
Total						2,728.00
<b>Proceeds Currently Due</b>						<b>£ 2,728.00</b>
<b>Future Proceeds</b>						<b>£ 0.00</b>
<b>Held Proceeds</b>						<b>£ 0.00</b>

Notes

\* = Item on Temporary Admission to EU.



Now definitely incensed, I decided to look into the matter. The whole business had been conducted via e-mail, including the signing of the various contracts. Of these only one, namely the first, had, as mentioned before, on the backside some particular stipulations which were hardly legible and in any case an utterly arcane slang to the uninitiated beholder. Accordingly I did not think them important in any way, but trusting into what Max Andrews had written to me including the sums that could be clearly read on the front page of my contract. As to the 3500£ - Jan. 21th 2015 contract, I had received and signed anyway only the front page.

Demanding an explanation and receiving some vague nonsense about “hammer-prices” and such like, I asked a web-designer friend to put my annoyance into digital shape and then sent it to Christie’s. Which finally got me an answer from their legal department.

## CHRISTIE’S

Mr Manfred

Germany

Client account number: 10069369

By Post & Email: manfred

9 June, 2015

Dear Mr

**Re: Sale 10358, 19<sup>th</sup> Century European Art, Lot 92, *A bath at dusk* by Ernst Thallmaler (the “Property”)**

I believe that I am in possession of the full facts and that at the heart of this matter is a simple misunderstanding as to the way an auction hammer price is calculated and recorded. The sum of £4,375 to which you refer represents the hammer price for the Property (in this case £3,500) plus buyer’s premium. The basis for our calculations of the amount due to you is the hammer price itself (£3,500). This is clearly explained in the terms of your seller’s agreement dated 9 October 2013. From this, our seller’s commission is deducted at the agreed rate, together with any other agreed charges due. In this case, these were calculated as follows:

- i) Pursuant to clause 2, Christie’s is entitled to deduct a seller’s commission at a tiered rate charged at 15% of the Hammer Price on the first £3,000 (being £450) and 10% on the remaining £500 (being £50), totalling £600 inclusive of VAT.
- ii) Pursuant to clause 4(c), Christie’s is entitled to charge you a physical loss and damage liability fee (“LDL fee”). The LDL fee is calculated at 1.5% of the Hammer Price, totalling £63 inclusive of VAT.
- iii) Pursuant to clause 3(c), Christie’s is entitled to charge you a marketing fee, totalling £84 inclusive of VAT.
- iv) Pursuant to clause 3(d), Christie’s is entitled to charge you for any applicable customs duties, totalling £25.

The Proceeds of Sale payable to you after we have deducted the above costs is £2,728.

This sum of £2,728 was paid to you on 26 February 2015. There are therefore no further sums or compensation due to you. I trust the position is now clear and repeat our caution about taking any

steps which may constitute defamation or which may damage Christie's reputation or cause others to damage Christie's reputation in any way.

Christie's terms of business are clearly set out and we are always happy to answer specific queries from anyone looking to buy or sell works of art at auction.

Yours sincerely,



**Sarah Charles**  
Senior Legal Counsel  
For and on behalf of Christie's South Kensington Ltd.  
Tel: +44 (0) 203 219 6402  
Email: scharles@christies.com

Upon which I wrote the following.

*Dear Mrs. Charles,*

*thank you for your letter. Let me explain for a last time my position, since it seems that some of my previous mails have not come to your attention. When Max Andrews wrote to me my painting would be put up for 10.000 to 20.000 GBPs, but could bring A LOT more, that seemed fine with me. Unfortunately the painting was not sold, which can of course happen and happens frequently with Christie's, as I have belatedly seen in the catalogues. Next comes Mr. Plumb who offers, sort of take it or leave it, to get the painting into the next auction for between 3.000 and 5.000 GBPs. Which is of course positively miserable. But what could I do? Have the damn thing sent back to me, particularly since it has cost me already nearly 1000 Euro to get it to Christie's in the first place? So I agree, of course. Next I hear my painting (Lot 92, Sale No. 10358)) has been sold for 4375 GBP. According to my contract issued 3 April 2014, you charge a commission of 10 % of this sum. That leaves 3937.50 GBP to be paid to me. You have sent me only 2777.50 GBP, so there remains the sum of 1160.00 GBP which still needs to be paid on your part. Now instead of doing that, you come with all kinds of funny nonsense, like "hammer prices" and whatnot, something the good Mr. Plumb did not mention anywhere. Now that is what I call Foul Play and react accordingly.*

*Conclusion: Please look at my sweet design again. CHRISTIE'S BEWARE! That's what I will I order from a local webmaster this coming June and have him put it online . We shall do this with a detailed and truthful rendering of the facts, including our entire correspondence as PDF, so as to warn future customers and to take a cool look at what might happen with their valuables, which they usually have auctioned out of dire need. This is a honest and helpful undertaking on my part. It is in the public interest and might even find a resonance in the media. As to "defamation" and similar rubbish, you may discuss this with my lawyer once the occasion offers. Also how much it will cost you to settle the whole matter satisfactorily, once it is in full swing.*

*Thus all you may send to me is a copy of your transfer. Anything else I shall not answer anymore.*

*Regards*

Whereupon, believe it or not, I received this.

# CHRISTIE'S

Mr Manfred v. . .

Client account number: 10069369

By Post & Email: manfred@christies.com

19 June, 2015

Dear Mr . . .

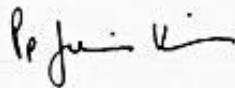
**Re: Sale 10358, 19<sup>th</sup> Century European Art, Lot 92, *A bath at dusk* by Ernst Thalmaler (the "Property")**

I refer to your email dated 16 June 2015.

The hammer price is the highest bid accepted by the auctioneer by the fall of the hammer. This process is explained in both sellers and buyers terms and we are sorry if you are still unclear.

If you intend to proceed with any action, I again suggest that you invite your lawyer to contact me so that I can explain in person.

Yours sincerely,



**Sarah Charles**  
Senior Legal Counsel  
For and on behalf of Christie's South Kensington Ltd.  
Tel: +44 (0) 203 219 6402  
Email: scharles@christies.com

Were I of a somewhat delicate condition, I would have probably broken down in tears while reading this. But I am not, and instead I squeezed the whole affair into a plausible frame, paid an expert the necessary dues and had it put online. This also in the hope to find a decent newspaper which might think the whole sordid affair interesting enough for an article.

And it needs to be seen if that would constitute indeed a defamation, or if it is a perfectly legal rendering of facts that give the interested reader a clear idea of what might happen if he or she entrusts the noble house of Christie's with a beloved heirloom which circumstances forced to sell it.

Pretending to be a high-class and hallowed establishment, yet misleading people in dire need about possible returns and reducing even these by way of some obscure small-print on the back of contracts might not be taken too kindly.

Because it shows for once Christie's true face, which, as you will agree, is rather ugly after all.