

Rembrandt Millennium Impressions – Article 2



Park West Gallery Buys Eight Rembrandt Copper Plates and Conceals their Ownership. Why the Secrecy?

In August 2003, Park West Gallery secretly bought the eight copper plates that up to that time had been used to print the Millennium Impressions Rembrandt etchings. This gave Park West a complete monopoly on the printing, all the etchings, the inventory, sales and pricing. When they bought the copper plates, Park West changed the name of the etchings to the “Millennium edition.”

by David Phillips

The Purchase and Ownership of the Plates

While the sale of the eight Rembrandt copper plates to Park West Gallery in August of 2003 has been shrouded in mystery, and the participants sworn to secrecy, we have managed to ascertain at least some of the facts which are true to the best of our knowledge.

History of the Sale of the Plates

Dr. Howard Berger purchased the eight Rembrandt copper etching plates in 1993, with help from Michael Schwartz of Galerie Michael, who may have been a partner in the purchase or simply the broker. The price paid is known but not important.

It appears that in 2003 Dr. Berger was approached by William L. (Bill) Smith of Park West Gallery with offers to buy Dr. Berger's eight Rembrandt copper plates. This followed discussions between Intaglio Etchings Ltd. and Park West Gallery to sell some or all of the edition to Park West Gallery at wholesale prices, which began at some point in 2001. According to information

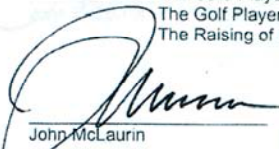
we have, Park West paid around \$2 million for the eight Rembrandt copper plates and the inventory of etchings, which amounted to roughly 1,350 etchings printed but not sold, and the sale was completed around the end of August 2003. Intaglio Etchings Ltd., the company which had been marketing the *Millennium Impressions*, ceased to exist in December 2003.

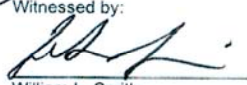
The plates, the inventory and the control of the printing, publishing, pricing and sales of the eight Rembrandt etchings were then entirely in the hands of Park West Gallery.

According to reports, the individual who represented Park West in the sale was Bill Smith, a Park West Galleries executive. Marjorie Van Dyke was also present at the sale. The plates were authenticated by Dr. Erik Hinterding. Also present at the sale was a representative for Dr. Berger, John McLaurin. The sale was finalized and the plates handed over at the Marriott Marquee hotel in New York City. And, as seems typical of most Park West deals, those involved were sworn to secrecy and made to sign non-disclosure agreements.

There is a document dated 15 January 2004 transferring possession of the plates from Park West Gallery to Marjorie Van Dyke via John McLaurin, witnessed by William L. Smith for Park West Galleries and listing out all eight plates, which clearly states, **“The plates are the property of Park West Galleries, 29469 Northwestern, Southfield, Michigan 48034.”** Receipt of the plates is signed for by both John McLaurin and Marjorie Van Dyke.

The Card Player
The Golf Player
The Raising of Lazarus


John McLaurin Date 1/15/04

Witnessed by:

William L. Smith Date 1/15/04

On January _____, 2004, I Marjorie Van Dyke took possession of a briefcase containing the above eight (8) copper etching plates created by Rembrandt. The plates are the property of Park West Galleries, 29469 Northwestern, Southfield, Michigan 48034. I understand and agree that I am to place the following six (6) copper etching plates in my safe deposit box at The Amalgamated Bank of New York, 11-15 Union Square, New York, New York. I further understand and agree that any or all of these six (6) plates are not to be removed from this safe deposit box without specific written instructions from Park West Galleries.

Christ and the Women of Sumaria
Landscape with a Cow Drinking
Self Portrait Drawing at a Window
Artist's Mother with Hand on Chest
The Card Player
The Golf Player

I understand and agree that the following two (2) copper etching plates will be kept in the safe located in my studio.

Bust of Man Wearing a High Cap
The Raising of Lazarus

One month later in February 2004, a company called Master Etching Plates Co. was incorporated in Nevada, perhaps to mask the fact that Park West Gallery owned the plates. The sole officer of Master Etching Plates Co. was Nicolette Yanke. Who is Nicolette Yanke? She is the HR Director of Park West Galleries and the stepdaughter of Albert Scaglione. We have also received reports that when Master Etching Plates Co. vanished as silently as it had appeared, Park West found a more effective way to camouflage their ownership of the plates, but the details are not known.

It would seem that Master Etching Plates Co. was an afterthought which came about when Park West realized that public knowledge of their ownership of the copper plates, not only by existing and potential customers but also by the cruise line management, might be a serious disadvantage. We do not pretend to know the inner workings of the mind of Albert Scaglione, Bill Smith and others at Park West Gallery involved in these secret dealings, and there may have been any number of other motives for the secrecy and the front company.

This raises a number of questions.

Why, if the plates are owned by Park West Galleries in Southfield Michigan, as the 15 January 2004 document clearly states, was a company incorporated in *Nevada* later in February of 2004 to be the apparent owner of the plates with the HR Director of Park West Galleries as its sole officer? Could it be because incorporating in Nevada makes it easier to disguise the real ownership and cover up the back trail?

Why would Park West not proudly announce their ownership of the eight Rembrandt plates to the world?

A contract dated 24 October 2004 entitled "Sales Representative Agreement" between Master Etching Plates Co. and John McLaurin, which was signed by Nicolette Yanke as President of Master Etching Plates Co., makes it look, from its wording, like Park West Gallery no longer owned the eight copper plates but was simply a distributor of the etchings. But Master Etching Plates Co. is a very thinly veiled front for Park West Gallery itself and all the evidence points to the fact that it was set up with the sole intention of making it appear that Park West Gallery was not the owner of the plates, when it clearly was and, as far as we know, still is, no matter how that ownership has been camouflaged for reasons only known clearly to them.

We also learn from the 24 October 2004 agreement that the inventory of etchings is kept at Park West Gallery's affiliate facility at 16000 N. W. 59th Avenue, Miami Lakes, Florida, 33014, along with Park West's framed art.

And it is clear from this contract that Master Etching Plates Co. (aka Park West Gallery) is to “set” all the prices for etchings sold retail or wholesale.

Why is the ownership of the plates conspicuously omitted from Park West’s Certificates of Authenticity, their Appraisals and all their promotional literature and from their website?

The answers to these questions may lie in the information provided in the remainder of this article.

Dr. Berger

When asked about the sale of the plates, Dr. Berger responded by email on Feb 25, 2009:

“This information is confidential.

You should direct any questions you might have to Park West.

Howard G. Berger, MD”

This confirms the information, otherwise reported to us, that those involved in the sale had to sign a confidentiality agreement and that the sale to Park West Gallery, the new owner, had to be kept under wraps on pain of legal action.

This is typical of Park West’s dealings. Their customers are forced to sign a confidentiality agreement in order to receive a refund, their auctioneers are all under confidentiality agreements, their employees and contractors are under the same enforced secrecy under threat of legal action. This is not normal for reputable companies. It seems to be a trademark of Park West.

When asked about the prior purchase, Dr. Berger referred us to Michael Schwartz. Michael Schwartz did not answer communications from us on the subject.

Marjorie Van Dyke

While she was unwilling to discuss her involvement with the printing of the *Millennium Impressions* or the later Millennium edition etchings with the author of this article, she did make the following statement in response to questions e-mailed to her on February 24th, 2009:

“I did indeed print the Millennium Edition of Rembrandt etchings. I originally steelfaced and proofed the eight plates in collaboration with Emiliano Sorini, eventually taking over the project in its entirety when Emiliano became ill. The plates were printed in editions of 2500 apiece. I have complete confidence that the plates were the original plates made by Rembrandt Van Rijn, as I was present when they were authenticated by Dr. Erik Hinterding of the Rijksmuseum of Amsterdam.

Thank you for your interest.

Sincerely,

Marjorie Van Dyke”

There are a couple of points to be made about her statement. Unfortunately she did not respond to further questions asked.

The first point is that she refers to the etchings as the “Millennium Edition” which is the name used by Park West after they bought the plates and started publishing and selling them. They actually were originally published and marketed (and printed by Marjorie Van Dyke) under the name of *Millennium Impressions*, not Millennium Edition, but Park West, when they bought the plates from Dr. Berger, did not buy the right to use the trademarked “Millennium Impressions” name, and so started calling them the “Millennium edition” which is how they are referred to on their Certificates of Authenticity to this day. There may be other reasons for Park West’s alteration of the name. One theory is that they plan or planned to print more than the 2,500 guaranteed maximum of the Millennium edition but do so under different names, such as the Japanese Edition or the European edition, and the dropping of the “Millennium Impressions” name may have been laying the groundwork for extending the printing beyond the stipulated maximum of 2,500 of each of the eight etchings.

The other point is that Marjorie Van Dyke in her reply seems to imply that all of the 2,500 prints of each etching were made at one time and that was that. This is not the case. The prints were made on demand. When the plates were sold to Park West, there were about 1,350 etchings that had been printed but not sold which were included in the sale of the copper plates. Marjorie Van Dyke continued to print the etchings for Park West after that sale and may still be doing so. She has mentioned that she is under a confidentiality agreement with Park West and therefore, unfortunately, will not discuss her involvement further. This may simply be an ambiguity in her wording, but she did not answer a follow-up e-mail asking her to clarify this point.

That she continued to work for Park West Gallery and print the etchings for them is made clear in the 21 October 2004 contract between Master Etching Plates Co. and John McLaurin, their new sales representative, which has the following clause under the listing of duties of the sales representative:

E. Coordinating with and monitoring the work of Marjorie Van Dyke, the printer of the Etchings, or any subsequent printer engaged by MEP [Master Etching Plates Co.], for the purpose of maintaining an appropriate inventory of high quality etchings.

This is a strange duty for a sales representative, but the new sales representative had been involved with the project since working for Galerie Michael in Beverly Hills, beginning in about 1996, and knew as much or more about the project than most.

No mention of any other printer is made in the later Certificates of Authenticity issued by Park West which all mention Marjorie Van Dyke. She, on her website (www.vandeb.com), however, makes no mention of any of her printing of the *Millennium Impressions* or the Millennium edition or her work with Emiliano Sorini. Her brief bio notably omits this:

Marjorie Van Dyke is a master printer who has worked with many artists including Paul Resika, Luccio Pozzi, Nell Blaine and Betye Saar. She started her own etching atelier in 1997 after printing at Bob Blackburn's Printmaking Workshop for fifteen years. Van Dyke's art is included in numerous collections including the Houghton Library at Harvard University, the New York Public Library, The J. Paul Getty Museum, and the Victoria Albert Museum in London.

This is particularly strange as her printing of the eight Rembrandt plates sounds, from her description on the Park West Certificate of Authenticity, and earlier statements when she was printing for Dr. Berger, as if work on these Rembrandt etchings would have been a highlight of her career.

Perhaps there is some other perfectly logical explanation, but it seems a great shame to deny the interested public the sort of information she used to disseminate concerning the *Millennium Impressions* when they were being published and marketed by Intaglio Etchings Ltd., before the iron curtain of secrecy fell over the subject of the eight Rembrandt plates when Park West Gallery bought them.

A founding member of Intaglio Etchings, Ltd., who knew and worked with Marjorie Van Dyke, had the following to say:

"I had the opportunity to speak with Marjorie in early 2006 about an unrelated matter and in the course of that conversation generally asked her about how her work with Park West was going. She very politely apologized and told me that she could not discuss anything having to do with Park West. Of course, I understood that if Marjorie was bound by a confidentiality agreement with Park West that she would honor it. However, I find it very unfortunate that Marjorie can no longer share her thoughts about her work with Rembrandt's copper plates. When Marjorie printed the *Millennium Impressions* for Dr. Berger, she appeared as a featured guest at galleries and shows and people loved to hear Marjorie talk about her experience. Marjorie has considerable knowledge about Rembrandt, the copper plates, Rembrandt's vision as to how the copper plates should be printed and printmaking. People very much appreciated Marjorie's knowledge and passion about Rembrandt's etched works of art and enjoyed speaking with her."

As far as we have been able to ascertain, front companies notwithstanding, the plates have been in the possession of Park West Galleries ever since, and Park West has therefore been the publisher of the Millennium edition etchings since that date in August of 2003.

Many Changes, But Why?

When Park West purchased the plates and started selling what they now called the Millennium edition etchings, things changed.

One thing that changed was the name. Because Park West did not purchase any rights to the name “Millennium Impressions”, and perhaps for other reasons, Park West began calling the etchings “the Millennium edition.”

Another major change was the Certificate of Authenticity and the numbering which had been maintained by Intaglio Etchings Ltd. Suddenly there were no numbers issued with the etchings. And no signature of the printer. So a print purchased from or through Park West could have been number 1 out of 2,500 or number 2,750 out of “2,500” and no one would be the wiser. The wording of the Certificate of Authenticity is also quite different. Here is an example of one, issued in-house and signed by Albert Scaglione, Director of Park West Gallery.



The “Certificate of Authenticity” goes on in flowery language to give general subjective opinions about the piece, the history of Rembrandt’s life, his marriage, affairs, and much other information quite irrelevant to a Certificate of Authenticity. What it does not state is the number out of 2,500 which this particular print is.

There is no series or edition number on the etching itself, nor on the accompanying documentation. The practice of having the certificates carry the print number and the signature of the printer has disappeared. This was Intaglio Etching's solution to the problem of reconciling the modern practice of individually numbering limited edition etchings on the print (which neither Rembrandt nor any other publisher of posthumous Rembrandt etchings utilized) and maintaining a record of each etching sold and the Certificate of Authenticity issued to the purchaser of that etching. It is the owner's or purchaser's only proof that a particular etching falls within the 2,500 limit of the edition and that an unscrupulous publisher has not printed additional etchings beyond that limit.

There is no disclosure that Park West owns the plates from which these etchings were pulled.

This is interesting considering that the history and provenance of the plates is gone into in great detail and was obviously considered relevant by Albert Scaglione.

"This superbly printed etching with strong contrasts, selective wiping and velvety tone, was pulled from the original plate as created by Rembrandt in 1634. The plate, formerly in the collection of Dr. Robert Lee Humber (along with 77 other original Rembrandt etching plates) had been on loan to the North Carolina Museum of Art in Raleigh, N.C. since the early 1960's. Upon Dr. Humber's death in 1970, his heirs sold the collection of plates to museums throughout the world, and a select group of private collectors in 1993...."

The text continues, but the history of the plates does not. This is signed by someone who knew full well that the plates were bought by Park West Gallery in 2003. Why is this information omitted?

The Certificate of Authenticity also contains a *very* misleading statement: "...was pulled from the original plate as created by Rembrandt in 1634". In my dictionary "as" means "in the way that (something is or is done, etc.)." If you have read the [first article](#) in this series, you will know that many of these plates were reworked and rebitten after Rembrandt's death and were printed several times in editions published by different printers. Dr. Hinterding's comments on each plate are quoted in full in that article and it is quite clear that many of them were *not* exactly "as created by Rembrandt in 16XX".

For example, this is what he has to say about the copper plate for *Self-portrait Drawing at a Window*:

Self-portrait drawing at a window (1648)

Remarks: heavily reworked and probably rebitten. The left margin is thinner and sharper than the right.

Yet the Park West Certificate of Authenticity that accompanies the etching *Self-portrait Drawing at a Window*, carries the exact statement:

“...was pulled from the original plate as created by Rembrandt in 1648.”

This is no reflection on the etchings themselves, just an observation on the accuracy of Park West's accompanying documentation.

We will go further into the Certificates of Authenticity and the similarly worded appraisals (also produced in house by Albert Scaglione or Morris Shapiro) later.

This is not all that changed, however. The prices of each etching soon doubled or tripled, although the value of the etchings was not in any way increased. In fact, it was, if anything, severely diminished by the fact that there was no longer any way for the owner of an etching bought from or through Park West to know what number his or her print was out of 2,500 or to keep track of the advertised total of the limited edition.

Possibly Marjorie Van Dyke was paid \$5 more per etching but there is no evidence of this. It can be verified against records, but from reports, Park West was paying her \$20-25 per etching printed.

However, the representations about the etchings, the education of potential buyers, the care taken to make sure art collectors knew what they were buying, all this changed when Park West got hold of the plates and began applying their particular brand of controlling the market for the works they were selling.

Park West changed the Certificates of Authenticity, changed the name, omitted the numbering and the printer's verifying signature, doubled or tripled the prices, eliminated the legally required disclosures, and Park West auctioneers began to represent the Millennium edition etchings as great bargains, great investments, rare collectibles and made misleading claims in order to pressure sell the prints to unsuspecting, uninformed cruise line passengers whose judgment they had already impaired with alcohol – a sales tactic reportedly taught to Park West auctioneers in their training.

The difference between the publication, marketing and sales of the *Millennium Impressions* when under the control of Intaglio Etchings Ltd. and Dr. Berger, and the later efforts when the Millennium edition etchings were under the control of Park West Gallery (or Master Etching Plates Co., or...or...) was the difference between transparency and deception.

Following are some reports we have received from Park West customers who were sold the Millennium edition Rembrandt etchings by Park West auctioneers on cruise ships.

Complaints from Park West customers

Adam and Rosetta Rose

In 2006, Adam and Rosetta Rose were sold three of the Rembrandt etchings, *Bust of a Man Wearing a High Cap*, *The Artist's Mother with her Hand on her Chest*, and *Self-portrait Drawing at a Window* for a total of just under \$10,000.

“The three pieces we bought were sold together as a special. We were told it was a good investment and we could easily get much more than we had paid. In fact, we were told that if we brought them back to Park West the following year, Park West would buy them back. Although we saw the etchings, neither one of us saw anything in writing. We were not eligible for Park West credit. However, the auctioneer called us back to his office to see if we had other credit. Unfortunately for us, we had American Express. He took the information. However, we did not know until we were checking out, that the charges were to our cabin. We then paid the cabin charges with our American Express card. At the time we thought it was a great investment. American Express had to be paid in thirty days so the money came from our savings account. That's how convinced we were that it was a good investment.

As we told you before, Adam is a retired firefighter and I am a retired state worker. We purchased the art for an investment. We were assured that the etchings were limited. Not many would be available.”

Adam and Rosetta requested a refund from Park West when they found out that the art they had bought could not be sold for anything near what they paid for it.

At time of writing, Park West has not put this matter right and refuses to do so.

BW

Following is another Park West customer, BW.

“Purchased three Rembrandts, *Self Portrait Drawing at a Window*, *Bust of a Man Wearing a High Cap: Three Quarters Right* and *The Artist's Mother with her Hand on her Chest: Small Bust*. We were told that buying the three together was a tremendous value, that they were worth over \$14,000 and that buying them for \$9,500 was a steal and that since only 2500 were being made, the value would skyrocket.”

This is the usual sales pitch that has been reported by cruise line auction buyers, although many also state that they were given the distinct impression that they were buying a lifetime



impression printed by Rembrandt himself and it was not made at all clear that these were printed in the last few years. The “Certificate of Authenticity” is not delivered for weeks after the purchase so, unless the buyers did some research before buying (which is completely impractical on board), they really were relying on the auctioneer’s statements to tell them what they were purchasing.

And also note that the same \$9,500 would have purchased a full set of all eight beautifully framed, numbered Millennium Impression etchings from the initial publisher.

Here is a report from another victim:

CH

“My husband and I bought the Rembrandts on *Celebrity's Century*, I believe. There was a big push to sell them and the biggest pitch of all was that they were VERY limited (part of the Millennium series). I can't exactly remember the number tossed around. They also made mention of the fact that it had cost thousands of dollars (I'm thinking "hundreds of thousands") to have the print plates cleaned and that these "rare" plates would only be able to stand up to possibly 100 impressions...buyers at the auction were urged to take advantage of this deal. I think we paid nearly \$7,000+ for the two we have...which of course, are in 'museum-quality frames.’”

A License to Print Money, But Why All the Secrecy?

Park West's purchase of the plates and subsequent concealment of the fact that they were the owner presented opportunities for them but also gave them some problems.

The opportunities are fairly obvious. They own the plates, they control the printing and publishing, so, as with any monopoly, they can fix the prices. And this they did. Within a short time period the etchings were being sold for twice or three times as much as they had been sold for by Intaglio Etchings Ltd. Their value had not gone up at all but the price had doubled or tripled. In fact, the lack of series numbers and the uncertainty as to how many Park West would actually print, would lower the value of the etchings. When customers complained, they were referred to "the publisher" which Park West apparently was claiming was still Intaglio Etchings Ltd. even though they knew full well that this was not the case.

Because there appears to be no control at all of how many of these individual etchings are printed, it's like printing money. The prints are not numbered any more. Who knows if anyone is even keeping track? It's "print on demand" and Park West can just "run the presses" when they need some more.

An eyewitness informs us:

Albert Scaglione, himself, bragged about the Rembrandt plate purchase in front of at least 50 witnesses. The event I described took place during one of his auctioneer conferences in Miami, the first one to take place at their Miami Lakes location, in the fall of 2003. When asked directly how many he would print, he replied "I don't know", turned to Morris Shapiro and said "Morry, how many are we going to print?" to which Morris Shapiro replied "I don't know," and turned to Mark Scaglione who replied the same.

We have had reports which we have not been able to verify as yet but are looking into further, that Bill Smith and others of Park West Gallery went to extraordinary lengths to deceive the Park West Rembrandt etching customers and avoid issuing refunds when angry Park West customers found out that they had paid much more for the etchings onboard the cruise ships than they would if they had bought them elsewhere on land:

- a) He and Park West pretended that Park West was not the publisher of the etchings.
- b) When customers complained about the prices, they were told that the prices charged by Park West were better than they could obtain from "the publisher" and they were referred to "the publisher" or allowed to find them on the web. The bogus publisher, John McLaurin, the Park West representative under the 24 October 2004 agreement who had obtained an occupational license to conduct business in Broward County, Florida in June of 2003 under the name "Intaglio," was briefed by Bill Smith as to what to tell the customers and what prices to quote for prints. He was instructed by Bill Smith to maintain and keep up a website which

had been assigned to him in connection with the cessation of business operations by the initial publisher. In fact it remained active until October of 2005 when the bogus publisher fronting for Park West ceased operations and disappeared from the scene.

- c) Park West falsified or at least threw into doubt the numbers of prints pulled from the plates. This included obtaining from John McLaurin blank Certificates of Authenticity (just like those which had been issued earlier by Intaglio Etchings Ltd.) on which Park West could fill out the numbers, and falsified invoices to “prove” the fiction that Park West was buying etchings from Intaglio (this based on an unverified report).
- d) In general Park West persuaded (and paid) John McLaurin to front for Park West so that Park West could get away with charging their customers the double or triple prices which they were asking.

Again, some of the details of these reports have not been verified as Park West refused to cooperate in confirming the information, and the deals are shrouded in the usual secrecy. But the sources they have come from seem reliable and have confirmed each other’s information which also matches the documents we have seen. They can be further confirmed by a number of dissatisfied Park West customers who complained later about the prices paid and the misrepresentations made by Park West auctioneers when they were sold the Millennium edition etchings.

A founding member of Intaglio Etchings, Ltd. was unable to provide any explanation as to why Park West was still claiming that Intaglio Etchings Ltd. was the publisher when the company had ceased to exist:

Park West customers have reported to Fine Art Registry that Park West’s auctioneers on cruise ships stated that Intaglio Etchings Ltd. was the publisher of the “Millennium edition.” Can you explain that?

“No, I can’t. All I can say with certainty is that it could not have been a reference to the initial publisher because Intaglio Etchings Ltd. stopped all business activities with respect to the Millennium Impressions prior to the sale of the copper plates to Park West and was dissolved in December 2003. Again, I was advised by Dr. Berger’s representative that Park West was requiring that all efforts to advertise, market and sell the Millennium Impressions be stopped as a term of the purchase and sale agreement between Dr. Berger and Park West. Simply stated, Intaglio Etchings Ltd. did not exist as of December 31, 2003.”

Cruise Line Dilemma

But there was apparently another little known or unknown drawback to Park West owning the plates and publishing the Millennium edition etchings. At least one of the cruise lines, possibly Norwegian Cruise Lines, apparently had a clause in their contract with Park West which prohibited Park West from producing in house all of the inventory that they were selling on the cruise ships. And they audited Park West to make sure that this requirement was complied with. So Bill Smith at Park West had to scramble to get fake invoices to show that Park West were not the publishers of the prints but were supposedly buying them from Intaglio Etchings Ltd. (the company that had ceased to exist in 2003). They told McLaurin what invoices they needed, paid him compensation, and the false invoices were generated. Yet, at all times Park West was the owner of the copper plates and all the inventory, and they produced the Millennium edition etchings themselves, paying Marjorie Van Dyke to print them (reportedly for \$25 per print). This can be cross-checked by the cruise lines themselves by demanding to see those invoices again and compare the information to that contained in this article, all of which is verifiable by documents and first-hand accounts. Until that is done, it has the status of an unverified report.

Meanwhile we have also received reports that attendees at the auctions on the cruise ships were assured by auctioneers that Rembrandt's copper plates had been destroyed, that no more of these etchings would be available, that the etchings were by the hand of Rembrandt and a number of other false and misleading statements designed to convince them that they were getting a lifetime impression printed by Rembrandt (rather than a 20th or 21st century impression) or at least an unrepeatable bargain of high value as an investment.

Following is a report from one such passenger/customer:

SA

"Jason Betteridge was the salesman. He came to my suite after an auction where the Rembrandts did not sell. During the auction he told a story of how Rembrandt would make a plate, make 50 impressions and sell them. Then later he would modify the plate, and sell another 50 and so on. The plates were changed by the artist himself several times.

"When he came to my suite he bought three plates. I was only interested in *The Raising of Lazarus*. But he also brought one of his Mother and one of his Father...man in a cap...I think. He told me that one was 2nd state and the others were 3rd or 4th state. I wasn't clear what "state" meant. He explained that state referred to the edition...the change that Rembrandt would make....so second state meant that it was the plate used for the second printing....in other words...I was told that these were old prints made by Rembrandt himself. I wondered why they weren't in museums and he told me that Park West owned so many of them and because we were on ship that the prices were lower. I was clearly informed that these were antique printings...

“Weeks later, after the etchings arrived, I read the appraisals and realized they were not antiques but printed in 2000 or so as part of what was referred to as the Millennium edition...this was pretty upsetting because I was told by Jason they were old. And then I read on the appraisal that the majority of the three were 6th or 7th state as I recall.

“He expressed to me the much higher value these items would be worth on land, indicated that they were early versions, meaning that later Rembrandt changed the plate so these particular etchings were rare. I paid \$1,315.48 for the Artist’s Mother, \$2,350.49 for the Bust of a Man, and \$7,076.58 for the Raising of Lazarus.”

The Law of Fine Art Multiples

When Intaglio Etchings Ltd. marketed the *Millennium Impressions*, it made the necessary disclosures required by California law to prospective buyers on promotional materials, the website and Certificates of Authenticity before sales were made.

Let us compare that with what has happened since Park West bought the copper plates and has been publishing and marketing their Millennium edition.

The following sections from the Michigan Art Multiples Sales Act state are relevant in this case.

442.352 Information required; transactions to which act applicable.

Sec. 2.

(1) An art merchant shall not sell or consign a multiple in, into, or from the state unless a written instrument is furnished to the purchaser or consignee, before the sale or consignment, which states as to each multiple the information required under sections 5, 6, 7, and 8 for the applicable time period. For auctions, this information may be furnished in a catalog or other written material which is readily available for examination and purchase before the sale, if a bill of sale, receipt, or invoice describing the sale is supplied which makes reference to the catalog and lot number in which the information appears.

Note that attendees of cruise ship auctions, where the work sold emanates from Park West Galleries in Michigan, are not given any such information before the sale of the artwork. They usually receive the Certificates of Authenticity in the mail long after the cruise is over and they have paid for the art and sometimes after they have received the art, sent via US Mail. In fact they are often given very false and misleading information verbally by Park West’s auctioneers and sales people and there are no disclosures made, as covered above. Note that Park West also offers the Millennium edition etchings for sale on the website of the Michigan based company, to buyers in all states and around the world.

442.353 Catalog, prospectus, flyer or other written material or advertisement.

Sec. 3.

(1) An art merchant shall not cause a catalog, prospectus, flyer, or other written material

or advertisement to be distributed in, into, or from the state, that solicits a direct sale by inviting transmittal of payment for a specific multiple, unless it clearly states, in close physical proximity to the description of the multiple, 1 of the following:

(a) The information required by section 2.

(b) The material contained in the following statement, or the statement itself, if the information required by section 2 is supplied before or with delivery of the multiple:

"Section 2 of the art multiples sales act, Act No. ____ of the Public Acts of ____, being section ____ of the Michigan Compiled Laws, provides for disclosure in writing of certain information concerning multiples of prints and photographs if sold or exchanged for value exceeding \$100.00 each, exclusive of any frame, before the sale or exchange. This law requires disclosure of information such as the identity of the artist, the authenticity of an artist's signature, the medium, whether the multiple is a reproduction, when the multiple was produced, the type of master used to produce the multiple, and the number of multiples in a limited edition. At the request of a prospective purchaser, this information shall be furnished before payment or the placing of an order for a multiple. If payment is made before delivery, this information shall be supplied at the time of or before delivery, in which case, the purchaser is entitled to a refund if, for reasons related to the information, the purchaser returns the multiple in substantially the condition in which received, within 30 days after receipt. If, after payment and delivery, it is determined that the information provided is incorrect, the purchaser may be entitled to certain remedies."

(2) Subsection (1) is not applicable to general written material or advertising which does not constitute an offer to effect a specific sale.

The following section of the Michigan Art Multiples Sales Act states very clearly the disclosures that must be made by the merchant of art multiples such as the Millennium edition Rembrandt etchings produced and sold by Park West from the plates it owns.

**442.355 Information to be supplied for each multiple; express warranty.
Sec. 5.**

(1) All of the following information shall be supplied for each multiple produced after the effective date of this act:

(a) The name of the artist.

(b) If the artist's name appears on the multiple, the source of the name, such as whether the multiple was signed by the artist, whether only the master was signed, whether the artist's name was stamped or estate stamped on the multiple, or whether the name originates from some other stated source.

(c) A description of the medium and process used to produce the multiple, such as whether the multiple was produced through etching, engraving, lithography, serigraphy, or photography. If photography was used, the particular method and materials used in the photographic developing process shall be stated. If an established term, in accordance with the usage of the trade, cannot be employed to accurately describe the medium, process, or materials, a brief, clear description shall be made.

(d) Whether the artist was deceased at the time the master which produced the multiple was made.

(e) Whether the multiple or image on or in the master is a mechanical, photomechanical, or photographic copy or reproduction of an image previously created or produced by the artist in a different stated medium, or on or in a different master, for a purpose other than the creation of the multiple being described.

(f) If subdivision (e) is applicable, and if the multiple is not signed, whether the artist authorized or approved, in writing, the multiple or edition of which the multiple is a part.

(g) Whether the multiple is a posthumous multiple. As used in this subdivision, "posthumous multiple" means a multiple which was produced after the artist's death, from a master which was created during the artist's life.

(h) Whether the multiple was produced from a master which produced a prior limited edition, or from a master which constituted or was made from a reproduction of a prior multiple of the master which produced the prior limited edition.

(i) The year or approximate year the multiple was produced. For purposes of sections 7 and 8, as to multiples produced before January 1, 1950, the information shall include the year, approximate year, or period when the master was made which produced the multiple, or when the particular multiple being described was produced, or both.

(j) Whether or not the multiple is offered as 1 of a limited edition, and if so, the number of multiples in the limited edition and the method of numbering used, if any.

(k) If the additional multiples described in subsection (3) exceed the number specified in that subsection, the number of proofs other than trial proofs, or other numbered or unnumbered multiples, in the same or other editions, produced from the same master, or from another master as described in subdivision (h), and whether and how the proofs are signed and numbered.

(2) Unless otherwise disclosed, the number of multiples stated pursuant to subsection (1)(j) shall constitute an express warranty that no additional numbered multiples of the same image, exclusive of proofs, have been produced.

(3) The number of multiples stated pursuant to subsection (1)(j) shall also constitute an express warranty that no additional multiples of the same image, whether or not designated "proofs", other than trial proofs, numbered or otherwise, have been produced in an amount which exceeds the number in the limited edition by 10 or 10%, whichever is greater.

The penalties for violation of the Michigan Art Multiples Sales Act are also clear:

442.362 Violation; liability.

Sec. 12.

Except as provided in section 14, an art merchant, including an art merchant consignee, who violates this act by failing to provide required information or by supplying information which is false, mistaken, or erroneous, except for harmless error such as typographical error, is liable to the purchaser to whom the multiple was sold in an amount equal to the consideration paid by the purchaser, plus interest from the date of payment at the rate of 12% per year, compounded annually, upon return of the multiple in substantially the condition in which received by the purchaser.

Anyone who bought a Rembrandt Millennium edition etching from Park West Gallery without having received the requisite prior disclosures in writing, would be entitled to claim a refund plus interest in exchange for the print if they wish to return their prints. The Statute of Limitations in contracts for sale in Michigan states:

440.2725 Statute of limitations in contracts for sale; contractual reduction.

Sec. 2725.

(1) An action for breach of any contract for sale must be commenced within 4 years after the cause of action has accrued. By the original agreement the parties may reduce the period of limitation to not less than 1 year but may not extend it.

The question also arises, if Park West is offering the Millennium edition etchings for sale to residents of California and New York and all other states (and it is) then would the even stricter laws of multiples in force in those two states apply? A question for the lawyers to work out.

For additional information on the law of art multiples read [Truth in the Fine Art Industry. Limited Edition Reproductions.](#)

Summary

Between December 1998 and August 2003 anyone could buy one or all of the eight *Millennium Impressions* Rembrandt etchings with the full knowledge of what they were buying, accompanied by a numbered Certificate of Authenticity bearing the printer's signature, for a reasonable price and with no representations as to investment value. They could read up on Rembrandt, the copper plates, Marjorie Van Dyke, know when the etchings were printed and what else was on the market.

Then in August 2003 Park West Gallery bought the copper plates and unsold etchings, lock, stock and barrel, concealed the ownership and the fact that they were now the publishers, falsified the publication, omitted the numbers and any proof of how many of each etching had been printed or was going to be printed, enforced silence and secrecy on all involved, doubled or tripled the prices, misrepresented the etchings to prospective buyers, violated the applicable laws of fine art multiples and now have hundreds or thousands of customers out there with the Millennium edition Rembrandt etchings in their possession who have been misinformed as to what they purchased and its value.

In the next article in this series we will look at the market value, the worth and the prices of the *Millennium Impressions* and the later Park West Millennium edition etchings.