

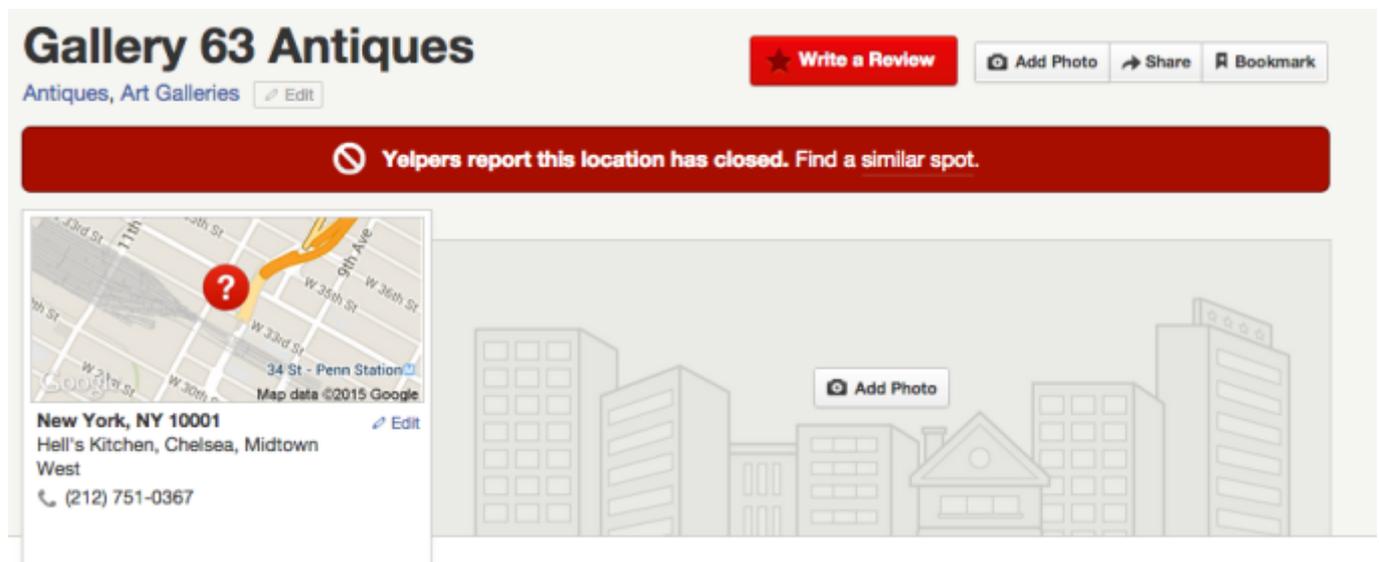


AiA Art News-service



Rockwell-not Case Review: Knispel v. Gallery 63 Antiques

By Chris Michaels*



Yelpers report... Gallery 63 Antiques is no more.

How much would you pay for a piece of classic Americana? According to a complaint filed on 23 December 2014, twenty years earlier, in 1994 Barry and Isabel Knispel were willing to pay \$347,437 for an original Norman Rockwell oil painting titled “Mending His Ways.” In early 2013, however, the Knispels learned that the oil they purchased and thought was by

Rockwell was, in fact, painted by Harold Anderson, an American painter and illustrator, known for his Christian-themed images.

Pursuant to the complaint, in 1994 the Knispels, New Jersey-based art collectors, were solicited by a New York City art gallery, Gallery 63, to purchase several paintings, one of which was represented to be an original Norman Rockwell painting. The Knispels paid the purchase price of \$347,437 and, at the time of sale, Gallery 63 arranged to have the painting appraised by Casper Fine Arts & Appraisals to authenticate and value the painting. Laurence Casper, now deceased, provided a written appraisal of the painting, which confirmed its authenticity as an original Rockwell, although it noted that the painting had not previously been recorded as a Rockwell.

The Knispels, relying on Casper's appraisal and Gallery 63's guarantee that the painting was an original Rockwell, completed their purchase. Ever since the purchase, the Knispels have displayed the painting in their home and have maintained insurance coverage for the retail replacement of the painting, which was valued at \$1,750,000.



Harold Anderson's "Patching Pants" as displayed in a 1940 MobilOil advertisement.

In 2013, insurance company which provided the insurance policy for the Knispels' painting, required that paintings in the collection be examined to ensure authenticity and value. It was not indicated in the Complaint why an appraisal was needed at this time or why one was not conducted earlier. The New York Fine Art Appraisers examined the painting and determined that it was an illustration by Harold Anderson for a MobilOil advertisement, titled "Patching Pants." With the new attribution, and to the understandable dismay of the Knispels, the painting was thus valued at only \$20,000.

The complaint filed by the Knispels avers that the defendants should have discovered that the painting was not an original Rockwell because the forgery was “open and obvious” and that the defendants breached their obligations under the sale contract by failing to deliver an original Rockwell. The complaint also alleges that the defendants knowingly and deliberately provided the Knispels with false information or were grossly negligent in their appraisal abilities.

In this case, Plaintiffs potentially face a statute of limitations defense based on the fact that approximately 20 years have passed between purchase and identification of the misattribution, as well as claims of forgery. The complaint notes that the forged signature was “open and obvious” to appraisers, so this raises the question of why the forgery went unnoticed for so long. As an aside, this issue should be viewed as a warning to collectors who have not had their collections appraised recently. Not only will retail replacement values likely change over the course of 20 years, getting an independent appraisal of a collection allows sophisticated collectors the chance to pro-actively address any issues that may arise.

Plaintiffs are represented by Donald A. Ottanuick, Esq., of Cole, Schotz, Meisel, Forman & Leonard, P.A. of Hackensack, New Jersey. Defendants may still be looking for council. It appears that they being named as a defendant previously, also in a case dealing with a break of warranty and misattribution.

Sources:

- Complaint, in Knispel v. Gallery 63 Antiques, et al, Sup. Ct. N.J., (Filed on Dec. 23, 2014).
- Levin v. Gallery 63 Antiques Corp., No. 04-cv-1504 (KMK) (S.D.N.Y., Sept. 26, 2006).