



Important Early Works from the Estate of Sir Sidney Nolan

Tuesday 20 August 2013 at 6.30pm
Ormond Hall, Melbourne



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Sale Number: 21379

Catalogue: \$30

Illustrations

Front cover: Lot 25
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Auction

Ormond Hall
557 St Kilda Road
(entrance via Moubray Street)
Melbourne VIC 3004
Tuesday 20 August at 6.30pm

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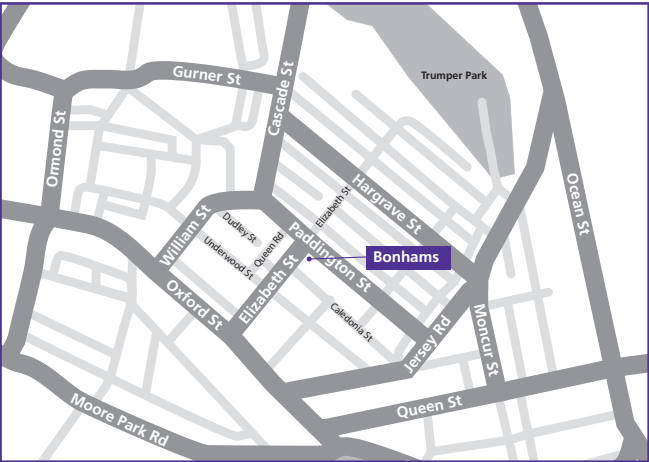
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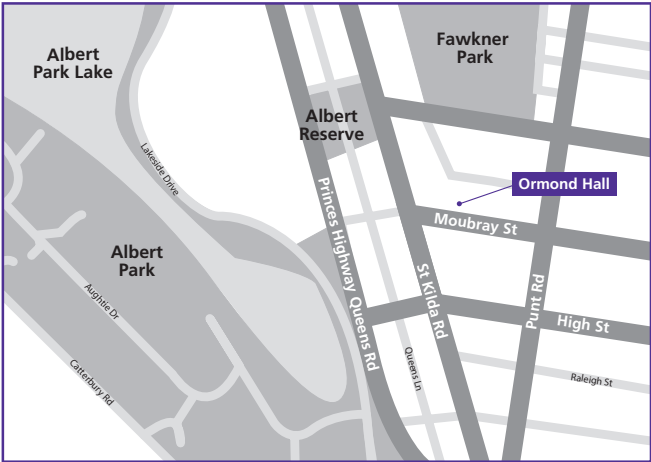




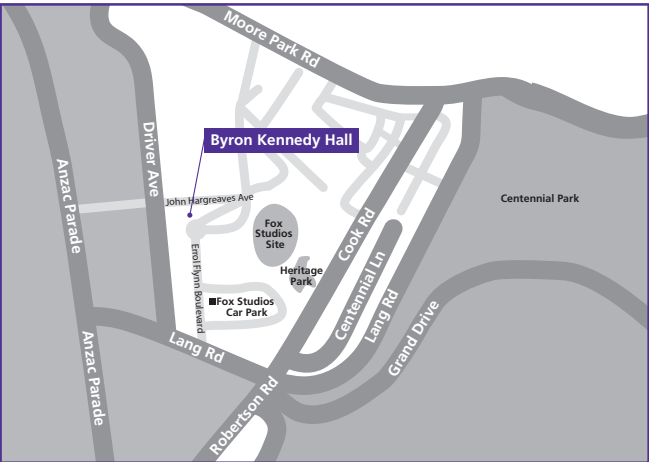
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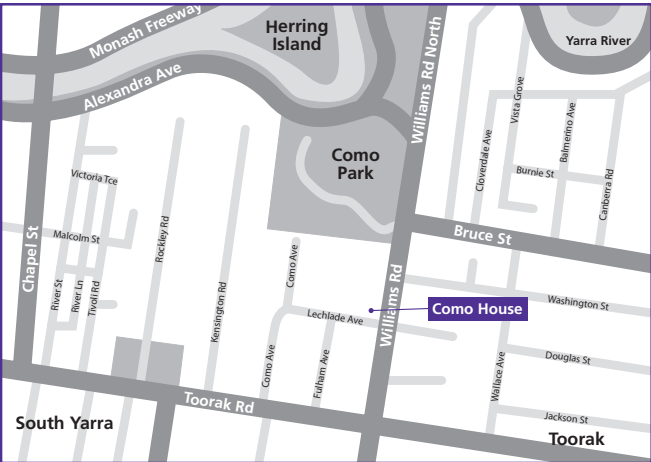
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1

Sidney Nolan (1917-1992)

Kiewa Valley landscape 1936-37

signed, dated and inscribed 'Nolan / 1936-37? / Kiewa Valley, Landscape' verso

oil and white lead on board

29.5 x 40.5cm (11 5/8 x 15 15/16in).

\$4,000 - 6,000

EXHIBITED

Sidney Nolan - Landscapes and Legends, National Gallery of Victoria, Melbourne, 3 June - 26 July 1987; Art Gallery of New South Wales, Sydney, 11 August - 27 September 1987; Art Gallery of Western Australia, Perth, 21 October - 29 November 1987; Art Gallery of South Australia, Adelaide, 15 December 1987 - 31 January 1988 (label attached verso)

LITERATURE

Jane Clark, *Sidney Nolan - Landscapes and Legends*, International Cultural Corporation of Australia, Sydney, 1987, p. 33 (illus.)

In the summer of 1936-37 Nolan visited the Kiewa Valley in Victoria where the present work was painted outdoors. It shares much with the works of the same period by his future friend, and brother-in-law, Arthur Boyd.

Nolan had studied art at the Prahran Technical College and from 1934 at the National Gallery School, Melbourne, while working during the day in the art department of Fayrefield Hats. During this period he became convinced, perhaps following a meeting with the artist Rupert Bunny, that he should travel abroad but despite a spontaneous and unplanned attempt to stow away on a ship bound for England in 1937 he did not leave Australia for the first time until 1950.

This is one of a very small group of surviving early landscapes: one is in the collection of the National Gallery of Australia, Canberra; and another is illustrated in T.G. Rosenthal, *Sidney Nolan*, Thames and Hudson, London, 2002, p. 20



2

Sidney Nolan (1917-1992)

Abstract Study c.1938

oil on board

34.5 x 27.5cm (13 9/16 x 10 13/16in).

\$5,000 - 8,000

EXHIBITED

Sidney Nolan early experiments, Heide Museum of Modern Art, Melbourne, 20 October 2012 - 28 February 2013

LITERATURE

Kendrah Morgan, *Sidney Nolan early experiments*, Heide Museum of Modern Art, Melbourne, p. 11, p.53 (illus.)

In contrast to the mainly conservative pre-War Australian environment Nolan drew his influences from international art, poetry and philosophy. His meeting with art patrons John and Sunday Reed at Heide in 1938 encouraged him further and in July that year he became a founding member of the Contemporary Art Society.

Of the few oil compositions of this period in existence, the best known is *Head of Rimbaud* in the collection of Heide Museum of Modern Art, Melbourne, a work that caused controversy at the inaugural Contemporary Art Society exhibition in 1939.



3

Sidney Nolan (1917-1992)

Abstract c.1938

oil on paper

35.0 x 33.0cm (13 3/4 x 13in).

\$800 - 1,200

EXHIBITED

Sidney Nolan works on paper retrospective, The Australian Gallery Directors' Council, The Nolan Gallery, Lanyon, Australian Capital Territory, March 1980; Mornington Peninsula Arts Centre, April 1980; Geelong Art Gallery, May 1980; Benalla Art Gallery, June 1980; Wollongong City Art Gallery, July 1980; S.H. Ervin Museum and Art Gallery, Sydney, August-September 1980; Queen Victoria Museum & Art Gallery, Launceston, October 1980; Devonport Gallery & Arts Centre, November 1980; Tasmanian Museum & Art Gallery, Hobart, December 1980; Ararat Art Gallery, January - February 1981; National Gallery of Victoria, Melbourne, 19 March - 2 May 1982; Sale Regional Art Gallery, September 1982, cat. no. 6 (label attached verso)

LITERATURE

John Buckley, *Sidney Nolan works on paper retrospective*, The Australian Gallery Directors' Council, Sydney, 1980, cat. no. 6, p. 11 (illus.), p.49

In 1938 Nolan shared a studio on Exhibition Street and tried, without success, to obtain a scholarship from Sir Keith Murdoch. His visits to John and Sunday Reed at Heide increased even after his move to Ocean Grove with his new wife, Elizabeth Patterson.



4

Sidney Nolan (1917-1992)

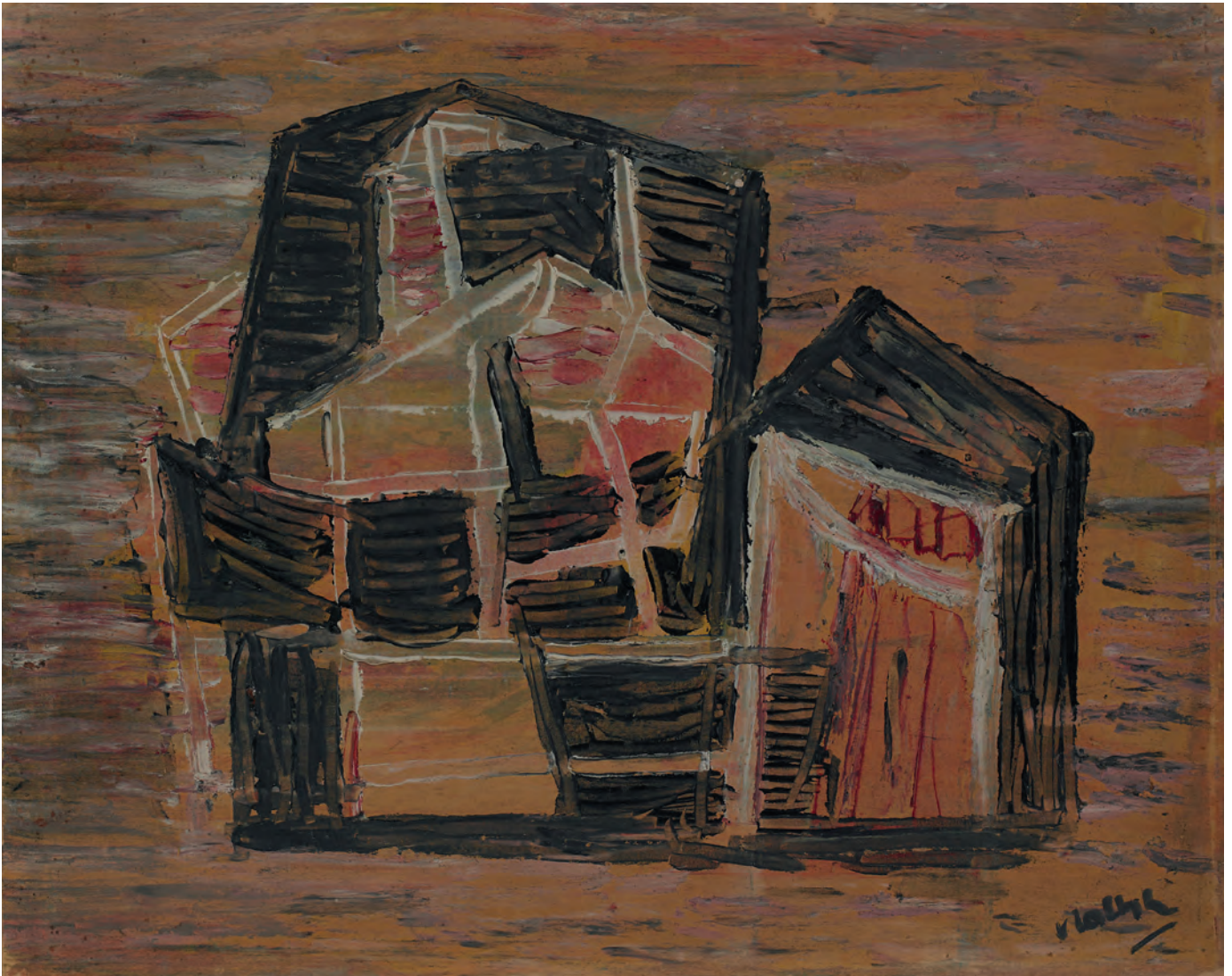
Woman in a blue room c.1939

oil on board

25.0 x 31.5cm (9 13/16 x 12 3/8in).

\$5,000 - 8,000

By 1939 Nolan had been immersed in European contemporary art for several years, notably the works of Miró, Klee, and Ernst. That year the *Herald* newspaper, under Sir Keith Murdoch arranged a major exhibition of French and British modern art which provided an opportunity for Nolan to see international works first-hand. The present painting may draw on Picasso's paintings of the early 1930s and has traces of works such as *Girl before a mirror* 1932 in the collection of the Museum of Modern Art, New York and *Woman with a book*, 1932 in the collection of the Norton Simon Museum, California.



5
Sidney Nolan (1917-1992)
Tent abstract c.1939
signed 'Nolan' lower right
oil on board
23.5 x 30.0cm (9 1/4 x 11 13/16in).
\$4,000 - 6,000



6

Sidney Nolan (1917-1992)

Abstract c.1939

signed 'Nolan' lower centre

monotype on paper

40.5 x 66.0cm (15 15/16 x 26in).

\$1,000 - 1,500

EXHIBITED

Sidney Nolan works on paper retrospective, The Australian Gallery Directors' Council, The Nolan Gallery, Lanyon, ACT, March 1980; Mornington Peninsula Arts Centre, April 1980; Geelong Art Gallery, May 1980; Benalla Art Gallery, June 1980; Wollongong City Art Gallery, July 1980; S.H. Ervin Museum and Art Gallery, Sydney, August - September 1980; Queen Victoria Museum & Art Gallery, Launceston, October 1980; Devonport Gallery & Arts Centre, November 1980; Tasmanian Museum & Art Gallery, Hobart, December 1980; Ararat Art Gallery, January - February 1981; National Gallery of Victoria, Melbourne, 19 March - 2 May 1982; Sale Regional Art Gallery, September 1982, cat. no. 16 (label attached verso)

LITERATURE

John Buckley, *Sidney Nolan works on paper retrospective*, The Australian Gallery Directors' Council, Sydney, 1980, cat. no. 16, p. 49

A similar work *Untitled (tent and stars)* is in the collection of the Art Gallery of New South Wales, Sydney, another similar work is illustrated in Andrew Sayers, *Sidney Nolan Drawings*, Australian National Gallery, Canberra, 1989, p. 13



7

Sidney Nolan (1917-1992)

Abstract c.1939

oil on paper

16.5 x 20.0cm (6 1/2 x 7 7/8in).

\$800 - 1,200

EXHIBITED

Sidney Nolan works on paper retrospective, The Australian Gallery Directors' Council, The Nolan Gallery, Lanyon, ACT, March 1980; Mornington Peninsula Arts Centre, April 1980; Geelong Art Gallery, May 1980; Benalla Art Gallery, June 1980; Wollongong City Art Gallery, July 1980; S.H. Ervin Museum and Art Gallery, Sydney, August-September 1980; Queen Victoria Museum & Art Gallery, Launceston, October 1980; Devonport Gallery & Arts Centre, November 1980; Tasmanian Museum & Art Gallery, Hobart, December 1980; Ararat Art Gallery, January - February 1981; National Gallery of Victoria, Melbourne, 19 March - 2 May 1982; Sale Regional Art Gallery, September 1982, cat. no. 9 (label attached verso)

LITERATURE

John Buckley, *Sidney Nolan works on paper retrospective*, The Australian Gallery Directors' Council, Sydney, 1980, cat. no. 6, p. 12 (illus.), p.49



8

Sidney Nolan (1917-1992)

Figure and sea c.1940

enamel on board

37.5 x 30.5cm (14 3/4 x 12in).

\$4,000 - 6,000

Themes of the seaside and in particular of St Kilda, where he grew up, began to emerge in Nolan's works from the late 1930s onwards. In late 1939, after a year living at Ocean Grove, Nolan returned to Melbourne.

It was at this time that Nolan painted one of his most enduring images *Boy and the Moon* (popularly known as *Moonboy*), now in the collection of the National Gallery of Australia, Canberra, which depicts a yellow disc supported on a slender neck against a dark background. The painting, which Nolan said represented John Reed at St Kilda conflated with the image of the full moon, caused controversy and outrage at the Contemporary Art Society exhibition at the National Gallery of Victoria that year. According to the *Herald* art critic it was "mere impertinence and posturing". The present work appears to date to this period or perhaps slightly earlier.

9

Sidney Nolan (1917-1992)

'Icare' tent and eyes, Luna Park c.1940

enamel on board

25.5 x 34.0cm (10 1/16 x 13 3/8in).

\$12,000 - 18,000

EXHIBITED

Sidney Nolan early experiments, Heide Museum of Modern Art, Melbourne, 20 October 2012 - 28 February 2013

LITERATURE

Kendrah Morgan, *Sidney Nolan early experiments*, Heide Museum of Modern Art, Melbourne, p. 54 (illus. front and back cover), as 'Untitled (Luna Park)' c.1940

In 1939 Nolan was working on a series of abstracts inspired by his reading of William Blake when one of them caught the attention of Serge Lifar, choreographer of the Ballets Russes, then trapped in Australia by the outbreak of war. Lifar commissioned Nolan to produce the stage sets and costumes for his avant-garde ballet *Icare*, based on the Greek mythological story of Icarus. The Ballets Russes, in its various incarnations in Europe, had previously commissioned Picasso, Matisse, Miro, Dali and de Chirico to produce their designs. Nolan, reputedly the youngest artist ever to receive a commission at that time told a journalist "It is the biggest thing that has ever happened to me".¹ The excitement was not just Nolan's, the Sydney Morning Herald published a photograph of him starting work on the design in the days leading up to the opening. And when it did open, in Sydney on 16 February 1940, there were 25 curtain calls and Nolan joined Lifar, the conductor and the impresario on stage.

The present work depicts the sun rising above the outline of the tent and the figure of Icarus represented by an eye.

A similar work on paper is illustrated in Jane Clark, *Sidney Nolan - Landscapes and Legends*, International Cultural Corporation of Australia, Sydney, 1987, p. 33; and again in Barry Pearce, *Sidney Nolan*, The Beagle Press for the Art Gallery of New South Wales, Sydney, 2007 p. 87

¹ quoted in Jane Clark, *Sidney Nolan - Landscapes and Legends*, International Cultural Corporation of Australia, Sydney, 1987, p. 34.





10

Sidney Nolan (1917-1992)

Entwined heads 1940

signed and dated 'Nolan / 40' lower right

enamel on board

58.0 x 45.5cm (22 13/16 x 17 15/16in).

\$9,000 - 12,000

After returning to Melbourne from Ocean Grove Nolan moved into a studio in a condemned building on Russell Street. In June 1940 he held his first solo exhibition there and received a constructive review in the *Sun* by the prominent artist George Bell, "His results are extremely interesting and stimulating, his line is intriguing and his colour rich and sometimes rare in quality." Despite this none of the works sold.



11
Sidney Nolan (1917-1992)
 Tent c.1940
 enamel on board
 41.0 x 51.0cm (16 1/8 x 20 1/16in).
\$5,000 - 8,000

EXHIBITED
Sidney Nolan - 102 Works from the first fifteen years 1939-53, Joseph Brown Galleries, Melbourne, 25 July - 7 August 1979, cat. no. 13

LITERATURE
Sidney Nolan - 102 Works from the first fifteen years 1939-53, exh. cat., Joseph Brown Galleries, Melbourne, 1979, cat. no. 13 (illus.)

Barry Pearce, curator of the 2007 Sidney Nolan retrospective exhibition at the Art Gallery of New South Wales, Sydney, wrote: "The period 1940-43 is of crucial importance for understanding Nolan's entire career. The works of the early war years leave an indelible trace spilling on through the decades. He already pursued the principle of constant experimentation at high speed, as if every new phase would be like starting afresh." Barry Pearce, *Sidney Nolan*, The Beagle Press for the Art Gallery of New South Wales, 2007, p. 27



12

Sidney Nolan (1917-1992)

Head c.1940

enamel on board

58.0 x 48.5cm (22 13/16 x 19 1/8in).

\$8,000 - 10,000

1940 saw the end of abstraction in Nolan's art. The present work marks this transitional period when abstract forms increasingly assumed figurative properties.

For related works see *Sidney Nolan - 102 Works from the first fifteen years 1939-53*, Joseph Brown Gallery, Melbourne, 1979, cat. no. 10; and *Head* c.1940 in the collection of the National Gallery of Victoria, Melbourne



13
Sidney Nolan (1917-1992)
 Figure, sea and stars c.1940
 enamel on board
 59.0 x 43.5cm (23 1/4 x 17 1/8in).
 \$9,000 - 12,000

Many of Nolan's works at this time were drawings, monotypes and transfer drawings on paper and he appears to have enjoyed their ephemeral qualities. The present work is, however, one of the few paintings depicting his tent motif coupled with a stylised human figure, stars and sea.

A closely related work on paper in charcoal and coloured pencil titled *Set design for the ballet Icare* is in the collection of the National Gallery of Australia, Canberra.



14

Sidney Nolan (1917-1992)

Beach 1940

dated 'April 1940' lower right; inscribed 'BEACH' verso

enamel on found board with rivets

25.0 x 36.5cm (9 13/16 x 14 3/8in).

\$6,000 - 9,000

A similar work, on matching board, *Woman on beach* 1940 was included in the *Sidney Nolan Retrospective*, Art Gallery of New South Wales, Sydney, and touring 2007-2008; see Barry Pearce, *Sidney Nolan*, The Beagle Press for the Art Gallery of New South Wales, Sydney, 2007 cat. no. 6, pp. 92 (illus.), 229



15

Sidney Nolan (1917-1992)

Woman c.1940

enamel on found board with rivets

25.0 x 38.0cm (9 13/16 x 14 15/16in).

\$5,000 - 8,000

A similar work, on matching board, *Woman on beach* 1940 was included in the Sydney Nolan Retrospective, Art Gallery of New South Wales, Sydney, and touring 2007-2008; see Barry Pearce, *Sydney Nolan*, The Beagle Press for the Art Gallery of New South Wales, Sydney, 2007 cat. no. 6, pp. 92 (illus.), 229

LUNA HODGKIN
PARK





16

Sidney Nolan (1917-1992)

Luna Park 1940

signed dated and inscribed 'LUNA PARK / NOLAN / 40' upper left
enamel on board

46.0 x 56.5cm (18 1/8 x 22 1/4in).

\$25,000 - 35,000

The eminent Australian art historian Professor Bernard Smith wrote

"His St Kilda paintings are splendid examples of his sophisticated
naivete", 'Man with a millstone', *The Age*, Melbourne, 8 April 2002

The motif of the tent that had first appeared in 1939 evolved into the
outline of the rollercoaster at Luna Park, St Kilda, the sun blazing through
the framework.





17

Sidney Nolan (1917-1992)

Head of a Woman, Luna Park St Kilda 1940

inscribed 'WOMAN / LUNA PARK' lower right; inscribed 'HEAD OF / WOMAN. LUNA PARK / ST KILDA. SEPT 1940' verso

enamel on board

25.0 x 20.5cm (9 13/16 x 8 1/16in).

\$8,000 - 12,000

The Luna Park rollercoaster here assumes a second form as a cyclops-like female head, sexually enticing yet threatening, reflecting wartime St Kilda's reputation for relaxed morals. This work forms an interesting connection with the series *Images of Modern Evil* 1943-48 by Nolan's fellow-artist and friend Albert Tucker.



18

Sidney Nolan (1917-1992)

Girl 1941

inscribed and dated 'GIRL / 1941' lower right; signed, dated and inscribed 'Girl / North Wind (scored through) / 1941 / Nolan' verso

enamel on canvas board

35.5 x 25.0cm (14 x 9 13/16in).

\$6,000 - 8,000

EXHIBITED

The Contemporary Art Society annual exhibition, 1941, Melbourne,
cat. no. 164

Nolan, Hatton Gallery, University of Durham, Newcastle upon Tyne;
Graves Art Gallery, Sheffield; Temple Newsam House, Leeds; Ferens
Art Gallery, Hull; City Art Gallery, Bristol; Walker Art Gallery, Liverpool;
Scottish Royal Academy, Edinburgh; City Art Gallery, Wakefield, March
- November 1961, cat. no. 10

The menacing, red-tinted, sky and raised arms of the girl suggest the influence of Munch. The first years of the war were a time not only of international threat but also of personal turmoil for Nolan. His wife Elizabeth's pregnancy and the birth in January 1941 of his daughter Amelda coincided with Nolan's attention becoming increasingly focussed on Sunday and John Reed at Heide.



19

Sidney Nolan (1917-1992)

With a ring at the end of his nose 1941

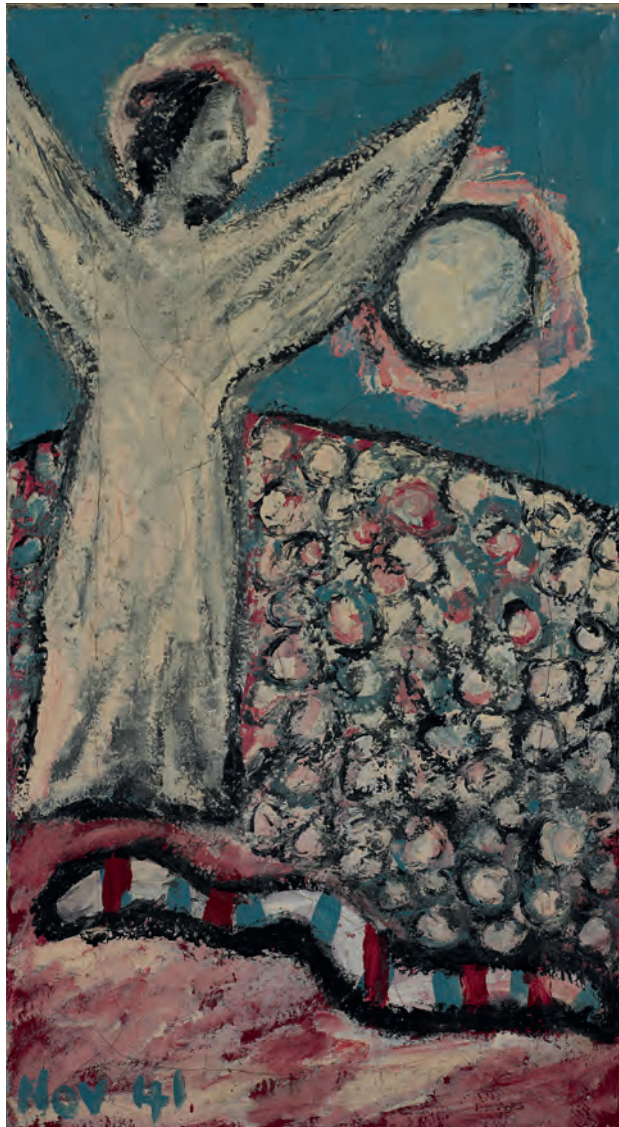
enamel on board

28.5 x 36.0cm (11 1/4 x 14 3/16in).

\$8,000 - 12,000

In 1941 Nolan and his young family moved to rooms on the Upper Esplanade, St Kilda but he kept a studio in Russell Street.

The subject matter of the present work appears to reference Edward Lear's illustration to his poem *The Owl and the Pussycat*. It is one of a series of paintings and works on glass from the second half of 1941 and the first weeks of 1942 distinguished by their pink and blue palette including images of Luna park, recumbent torsos, and the Garden of Eden.



20

Sidney Nolan (1917-1992)

Garden of Eden 1941

dated 'NOV 41' lower left; signed and dated 'Sept 41 6th / NOLAN' verso

enamel on canvas

65.5 x 35.5cm (25 13/16 x 14in).

\$20,000 - 30,000

Nolan painted several versions of this subject in the second half of 1941, one of which, the *Garden of Eden (Woman and Tree)* is in the collection of Heide Museum of Modern Art, Melbourne. The subject may allude to the birth of his daughter Amelda and perhaps to his increasingly complex emotional involvement with Sunday Reed at Heide. Jane Clark in *Sidney Nolan Landscapes and Legends 1937-1987*, ICCA and Cambridge University Press, Sydney 1987, p.36, points to Rainer Maria Rilke's poem *Annunciation (Words of the Angel)* as a possible inspiration for this group.



21

Sidney Nolan (1917-1992)

The Ark 1942

inscribed and dated 'Jan 1942 / The Ark' verso

enamel on canvas

41.0 x 52.0cm (16 1/8 x 20 1/2in).

\$10,000 - 15,000

By the end of 1941 Nolan's first marriage had effectively ended and he spent time between Heide and his studio in Melbourne.

A series of works painted on slate depicting this subject dating to December 1941 and January 1942 are in the collection of the University of Queensland Art Museum, Brisbane. A selection are illustrated in Jane Clark, *Sidney Nolan - Landscapes and Legends*, International Cultural Corporation of Australia, Sydney, 1987, p. 40



22
Sidney Nolan (1917-1992)
Woman and angel 1942
signed and dated 'Jan 26th / 1942 N.' lower right
gouache on paper
22.5 x 29.0cm (8 7/8 x 11 7/16in).
\$1,500 - 2,500



23

Sidney Nolan (1917-1992)

Girl and mirror c.1942

enamel on canvas

26.0 x 32.5cm (10 1/4 x 12 13/16in).

\$4,000 - 6,000

For a similar work see the group of enamel paintings on glass dated 10 January 1942, *Window: Girl and Flowers*, Jane Clark, *Sidney Nolan - Landscapes and Legends*, International Cultural Corporation of Australia, Sydney, 1987, p. 41 (illus.)



24

Sidney Nolan (1917-1992)

Merry go round, St Kilda 1942

signed with initial and dated 'March 27 1942 N' verso
enamel on hessian

31.5 x 41.0cm (12 3/8 x 16 1/8in).

\$12,000 - 18,000

Richard Haese commented that Nolan had "in late 1941 and early 1942, begun to think seriously about the question of landscape"¹ before he was sent to the Wimmera as a conscript in May. In the present work we already see some of the conventions that he developed during the following two years such as the horizontal tilting of the landscape.

For Nolan this painting may have also been a recollection of "the ride we had on the merry go round at St Kilda" recalled in a letter to Sunday Reed, 29 March 1943, quoted by Richard Haese.²

A number of St Kilda paintings from 1941-42 were included in Nolan's second solo exhibition organised by Sunday Reed at the Sheffield's Newsagency, Heidelberg in July 1942.

A similar work titled *St Kilda* is in the collection of the National Gallery of Victoria, Melbourne.

¹ Richard Haese, *Sidney Nolan: the city and the plain*, National Gallery of Victoria, Melbourne, 1983, p.11

² Ibid., p. 19

Sidney Nolan (1917-1992)

Girl and dog, Kiata, Wimmera c. 1943; River landscape and figure
c.1943 verso
enamel on board
61.0 x 91.5cm (24 x 36in).

\$60,000 - 80,000

"Railway lines are never far away from the sky up here and the silos are never far from either and that is the way they have got to be painted"
Sidney Nolan writing to Sunday Reed from Nhill in the Wimmera, 29 March 1943, quoted in Nancy Underhill, ed., *Nolan on Nolan*, Viking Penguin, Melbourne, 2007 p. 123

Nolan was conscripted into the army in April 1942 and after basic training was posted to storage depots in the Wimmera wheat growing district of western Victoria for most of the period until early 1944. These two years were of enormous importance to Nolan and his art and the result, according to Richard Haese "was a period of development more dense and concentrated than at any other time in his career; the consequences were far reaching for Nolan and for the history of Australian art." Richard Haese, *Sidney Nolan: the city and the plain*, National Gallery of Victoria, Melbourne, 1983, p.8

In the first weeks of 1943 Nolan worked on a small group of Wimmera landscapes that were stylistically distinct from, and larger in proportion than, most of his landscapes of that period. This important series includes the present work; *Kiata* in the collection of the National Gallery of Australia, Canberra; *Wimmera (from Mount Arapiles)* in the collection of the National Gallery of Victoria, Melbourne; and *Wimmera landscape (landscape with train)* in the collection of Heide Museum of Modern Art, Melbourne. *Kiata*, a companion work to the present painting has featured in both the 1987 and 2007 Nolan retrospectives, and is one of the works featured in Ron Radford (ed), *Collection highlights: National Gallery of Australia*, National Gallery of Australia, Canberra, 2008.

A significant proportion of the Wimmera landscapes were presented by Sir Sidney and Lady Nolan to the National Gallery of Victoria in 1983 and very few major works remain in private hands.

The landscape on the reverse deserves attention. It appears to be painted late in 1943 based on the similarity of its fluid colours to areas of *Arabian Tree*, painted in December 1943, in the collection of Heide Museum of Modern Art, Melbourne.¹ The dreamlike quality of the present work is brought to earth by the industrial chimney visible across the water, a motif that links it to a group of paintings in the collection of the National Gallery of Victoria produced during and shortly after Nolan's hospitalisation in Ballarat in August for treatment to a severe injury he suffered to his left hand. The enigmatic figure with raised left arm is possibly wearing a military uniform. At the time this work was painted Nolan had become actively involved with the cultural journal *Angry Penguins*.

¹ Thanks to Kendrah Morgan for identifying this similarity



verso



26

Sidney Nolan (1917-1992)

Head and grain silo, Dimboola, 1943

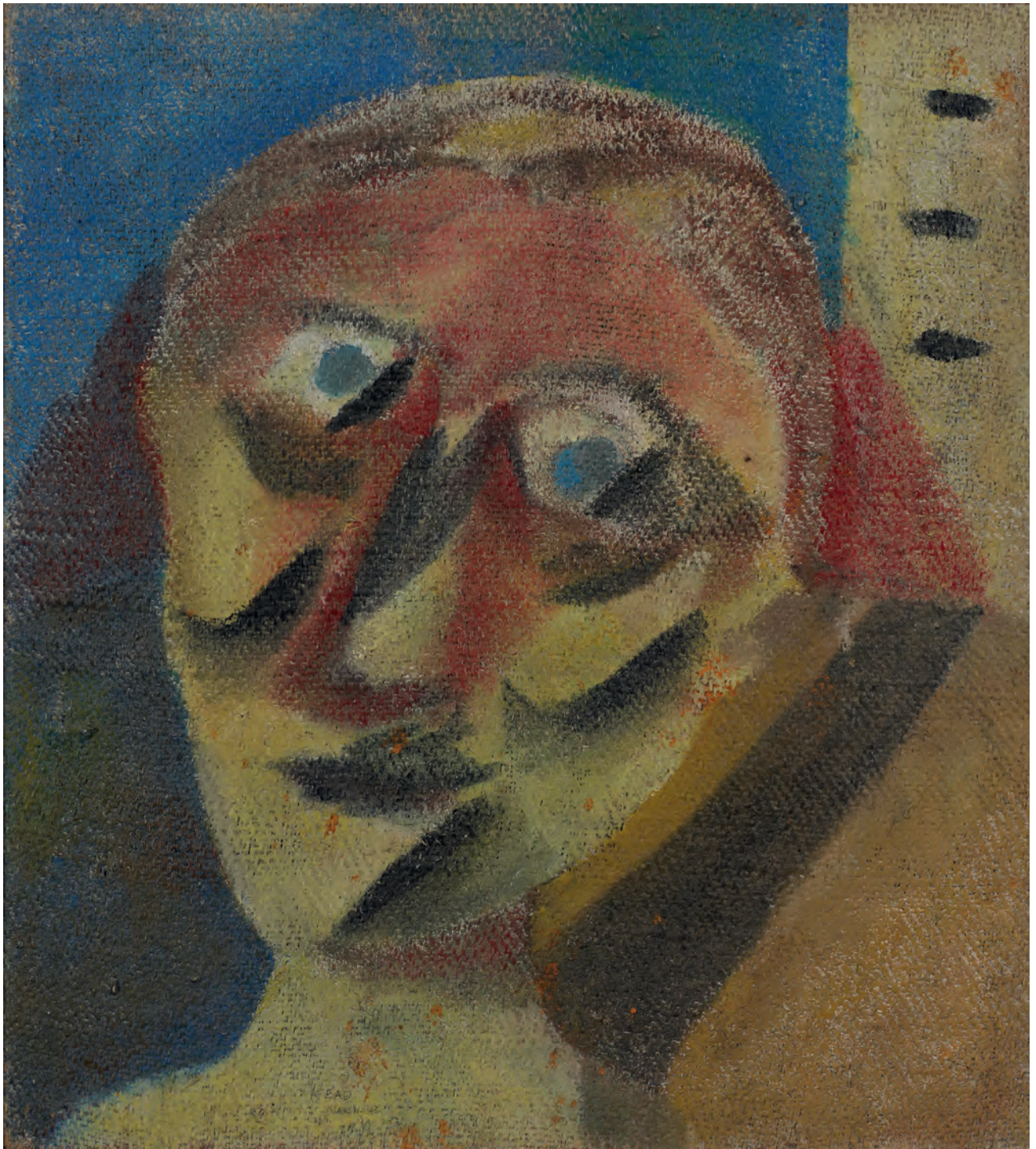
inscribed and dated 'HEAD / MARCH 43' lower left; inscribed 12/6/43' verso
enamel on hessian

62.0 x 56.0cm (24 7/16 x 22 1/16in).

\$15,000 - 25,000

From December 1942 and for the first months of 1943 Nolan produced a series based on observations of Wimmera townspeople and farmers influenced by his reading of Freud and contact with Melbourne psychiatrist Reg Ellery. Seven of these works were exhibited in Nolan's third solo exhibition in Melbourne in August 1943.

Head and grain silo, Dimboola, dates to the same period as *Self Portrait* in the collection of the Art Gallery of New South Wales, Sydney, also painted on hessian sacking. Another psychological portrait of this period *Morning Mass*, 1943, in the collection of Heide Museum of Modern Art, Melbourne, also sets the figure against a backdrop of a grain silo is inscribed with the same date on the stretcher as the present work. See Jane Clark, *Sidney Nolan - Landscapes and Legends*, International Cultural Corporation of Australia, Sydney, 1987, p.46, 54 for illustrations of both works.



27

Sidney Nolan (1917-1992)

Couple at Wail, Wimmera c. 1943

enamel on canvas

53.0 x 31.0cm (20 7/8 x 12 3/16in).

\$12,000 - 18,000

Despite his dislike of military service, Nolan's years in the Wimmera were filled by an intensity of artistic discovery. His description of a settlement near his billet at Dimboola expresses this excitement: "a place with a lovely name. Wail. A little town with four houses or so and a cream and red church....The line of the desert was a dark blue..." Sidney Nolan to Sunday Reed, 24 May 1942, quoted in Nancy Underhill, ed., *Nolan on Nolan*, Viking Penguin, Melbourne, 2007, p. 112.



28

Sidney Nolan (1917-1992)

Mirage, St Kilda Pier 1943

signed and dated '12/4/43 Nolan' verso; inscribed 'Mirage' verso

enamel on canvas

63.5 x 77.0cm (25 x 30 5/16in).

\$40,000 - 60,000

Nolan spent many of his childhood summers swimming at St Kilda where the pier and nearby sea baths were a focal point. Here, with childlike simplicity, he flattens and distorts perspective allowing the ship to sail above the horizon and for the sun to become confused with a beach ball. He described the sea as "standing up".

Many of Nolan's most important St Kilda paintings were produced while he was serving inland in the Wimmera. Interesting comparisons can be made with other works from these months including *Bathers*, December 1942, in the collection of the National Gallery of Victoria, Melbourne; and *Bathers* 1943 in the collection of Heide Museum of Modern Art, Melbourne.





29

Sidney Nolan (1917-1992)

Coast 1943

signed with initial and dated 'April 43 / N.' lower right; signed, dated and inscribed Painted in Wimmera / April 1943 / Nolan' verso
enamel on cotton on board

33.5 x 41.0cm (13 3/16 x 16 1/8in).

\$12,000 - 18,000

The early months of 1943 were amongst Nolan's most creative during the War. Stationed at Nhill in the Wimmera artist supplies were makeshift and Nolan used a variety of canvases, boards, metal, material and paper as supports for his work. The present example, like several others of this time, uses cotton applied to card. Local resources were supplemented by Sunday Reed at Heide who sent him paint, canvas and stretchers. A breakthrough came at the end of January when he received her parcel of Ripolin enamel paint, the same material favoured by Picasso. The intense pigmentation, translucency and ability to move between gloss and matte instantly appealed to Nolan and it was to remain his favoured paint until the late 1950s.

The present work dates to the same month as *Flour lumper, Dimboola* in the collection of the National Gallery of Victoria, Melbourne with which it shares a common palette.



30

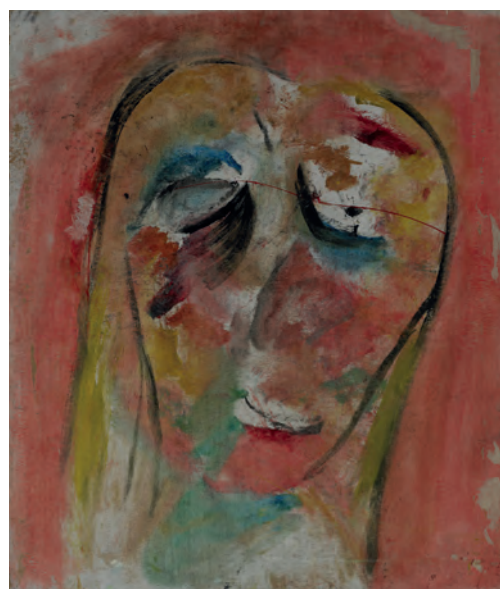
Sidney Nolan (1917-1992)

Antarctic 1943; Wimmera head c.1943 verso
signed with initial, dated and inscribed 'Anarctic [sic] / 43. N.' lower left
enamel on board
64.0 x 76.0cm (25 3/16 x 29 15/16in).
\$12,000 - 18,000

Throughout Nolan's career he returned to subjects that he had first conceptualised in the 1940s, subjects that would sometimes become dormant for years: Ned Kelly, Leda and the Swan, Mrs Fraser and the convict, Burke and Wills, and, in the present work, his earliest known depiction of Antarctica, a series that resurfaced to great acclaim in 1964.

Nolan seldom let direct depictions of the war dominate his art but on the occasions where they appear they do so with potency, for example: *Going to School*, 1942, depicting the aftermath of a military plane crash in the Wimmera; *Bathers* 1943, a vision of a fleet in flames off St Kilda; and *Lublin or Baroque exterior*, 1944, the horrors of the Jewish ghetto transposed to the Wimmera (the first two in the collection of the National Gallery of Victoria, Melbourne, the last in the collection of the Art Gallery of South Australia, Adelaide). The present work appears to depict an Arctic wartime convoy now sailing through Antarctic waters.

Like the other psychological studies of 1942-43, the work on the reverse was influenced by the art of psychiatric patients that Nolan had been shown by Dr Reg Ellery. Nolan later said of his paintings "The Wimmera farmers...you saw them at the saleyards looking woebegone and dry. You would also see the girls at sales, but more often at country shows, looking at the beasts and looking at the men wondering which was the better or which was the worse." Quoted in Elwyn Lynn, *Sidney Nolan – Myth and Imagery*, Macmillan, London, 1967, p. 34



verso



31

Sidney Nolan (1917-1992)

Wimmera landscape and Grampians c.1944

signed with initial 'N' verso

enamel on board

40.5 x 50.5cm (15 15/16 x 19 7/8in).

\$6,000 - 8,000

"The Wimmera paintings mark a unique moment in Australian art, the first significant shift in Australian landscape painting since the years of the Heidelberg School at the end of the 1880s." Richard Haese, *Sidney Nolan: the city and the plain*, National Gallery of Victoria, Melbourne, 1983, p.8

Nolan's time in the Wimmera ended in early 1944 when his unit was transferred back to Melbourne and he was confronted by the possibility of being posted to New Guinea. He explored various options to avoid this including feigning illness and mental disorder but ultimately, after a month of unpaid leave, he deserted on 20 August and went into hiding in a small studio in Parkville just a stone's throw from the army depot to which he was supposed to report for duty. Turmoil that winter was not limited to military considerations. The latest edition of *Angry Penguins*, with a work by Nolan on the cover, focussed on the poetry of the newly discovered poet Ern Malley. However, in mid-June the Malley poems were exposed publicly as a fraud and later in the year, Max Harris co-publisher with John Reed was prosecuted for obscenity.



32

Sidney Nolan (1917-1992)

Lovers and the Grampians 1945

signed and dated '1945 / Nolan' verso

enamel on board

61.5 x 75.0cm (24 3/16 x 29 1/2in).

\$15,000 - 25,000

The Grampians held a particular personal meaning for Nolan and Sunday Reed. On 3 February 1943 he wrote from Nhill in the Wimmera, "What do you think of this for a surprise? Went for a different walk tonight and feeling some excitement climbing a rise and wondering what was on the other side. A golden, more golden, most golden light on the fields and far beyond just as slender and remote as ever – our mountain."



33

Sidney Nolan (1917-1992)

Head c. 1945

enamel on board

63.0 x 76.0cm (24 13/16 x 29 15/16in).

\$12,000 - 18,000

Between 1942 and 1947 Nolan painted a series of psychological studies, some based on general observations of country people and fellow soldiers, others as portraits or self-portraits. An important collection of these were donated to the Art Gallery of South Australia, Adelaide, in 1974, including portraits of John Perceval, Max Harris and John Reed.



34

Sidney Nolan (1917-1992)

Luna Park 1945

inscribed and dated 'Luna Park / 1945' verso

enamel on board

64.0 x 75.5cm (25 3/16 x 29 3/4in).

\$30,000 - 40,000

EXHIBITED

Nolan '37-'47, Institute of Contemporary Art, London, May 1962,
cat. no. 26 (label attached verso)

The Estate of Sir Sidney Nolan, Sotheby's, Melbourne, 16 September
2001, lot 39

LITERATURE

Nolan '37-'47, exh. cat., Institute of Contemporary Art, London,
May 1962, cat. no. 26 (illus.)

The present work makes interesting comparison with lot 16 painted five years earlier. In the intervening period Nolan had moved decisively away from abstraction and in the present work we see the lattice work of the rollercoaster acting as a grid across the land and water beyond.

35

Sidney Nolan (1917-1992)

Bathers, St Kilda Pier 1945

signed with initial, dated and inscribed 'Bathers / June 20th 1945 / N.'

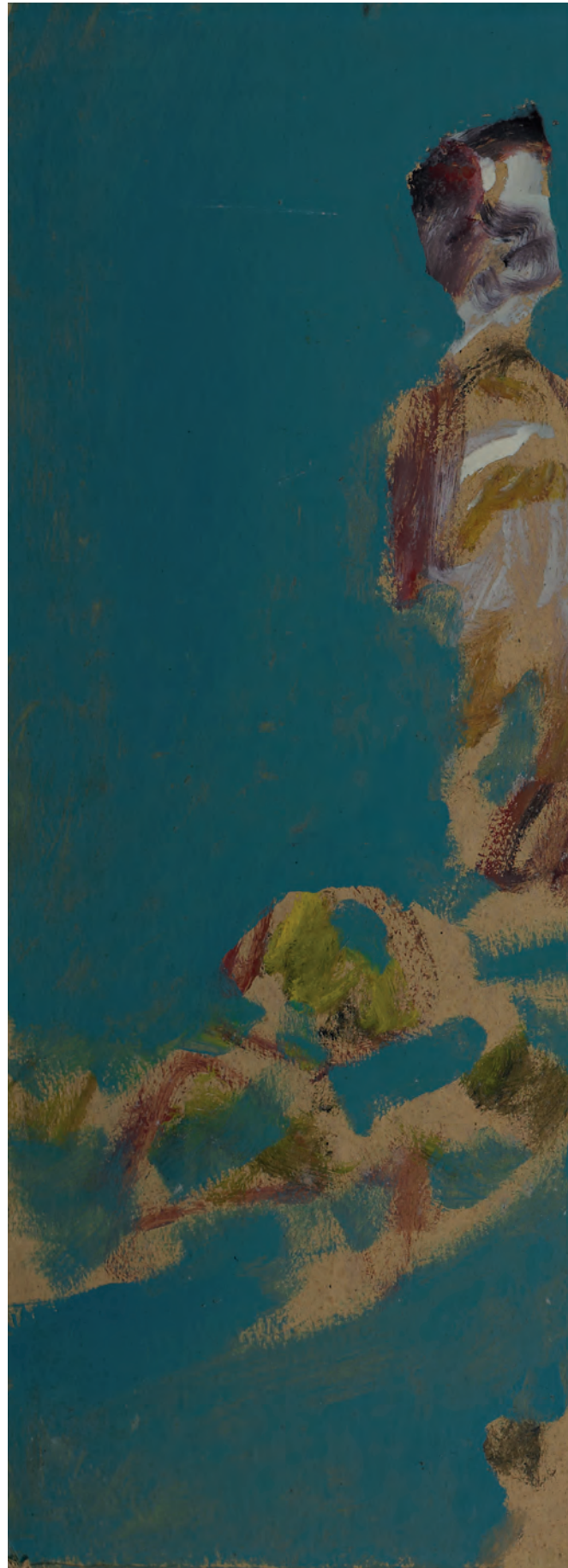
lower right

oil on board

64.0 x 76.0cm (25 3/16 x 29 15/16in).

\$25,000 - 35,000

In the winter of 1945, a year after leaving the army and in the last weeks of the War, Nolan produced a small group of St Kilda paintings that, like *Giggie Palace* from earlier in the year, recalled the summer months of his pre-war youth. Another work from the series, *Bather*, bearing the same date is in a private collection; and *Luna Park in the Moonlight* is in the collection of the National Gallery of Victoria, Melbourne and is illustrated in Barry Pearce, *Sidney Nolan*, The Beagle Press for the Art Gallery of New South Wales, Sydney, 2007 p. 107.







36

Sidney Nolan (1917-1992)

Samson 1945

signed with initial, dated and inscribed 'Samson / 24/10/45 / N.' lower right;

signed, dated and inscribed 'Samson / 24-10-45 / Nolan / 1945' verso

enamel on board

76.0 x 64.0cm (29 15/16 x 25 3/16in).

\$15,000 - 25,000

The fixed gaze of the piercing blue eyes is also present in two self-portraits from this period, *Self Portrait* 1943 in the collection of the Art Gallery of New South Wales, Sydney; and *Self Portrait* 1947 in the Art Gallery of South Australia, Adelaide.



37
Sidney Nolan (1917-1992)
 Kelly and Lonigan c.1945
 charcoal and pastel on paper
 25.5 x 31.5cm (10 1/16 x 12 3/8in).
 \$3,000 - 5,000

Although Nolan studied Ned Kelly's life in depth he did not aim to represent Kelly in purely historical terms. Incidents that Nolan had absorbed were filtered and re-imagined. The event depicted here relates to Kelly's arrest at Benalla in 1877: "A fierce fight ensued, in which Ned Kelly's trousers were literally torn off him. Constable Lonigan, taking advantage of Ned's torn garment, seized him in a most cruel and cowardly way 'below the belt' and inflicted terrible torture on his victim. While suffering the pangs of this terrible torture, Ned Kelly cried out: 'If ever I shoot a man, Lonigan, you will be the first' an exclamation prophetically true." See J.J. Kenneally, *The complete inner history of the Kelly gang and their pursuers*, Ruskin Press, Melbourne, 1929, pp.17-18.

The related painting *Kelly and Lonigan*, 1945 was sold by Sotheby's Australia, 14 August 2012, lot 9 for \$480,000.





38

Sidney Nolan (1917-1992)

Constable Fitzpatrick and Kate Kelly c. 1973, based on the painting of the same name, 1946
woven wool tapestry, Manufactura de Tapeçarias de Portalegre, Portugal, label verso, inventory no. 1479
288.0 x 402.0cm (113 3/8 x 158 1/4in).
\$50,000 - 80,000

EXHIBITED

Sidney Nolan, paintings and tapestries, David Jones' Art Gallery, Sydney, 6-24 November 1973
Five tapestries by Sidney Nolan, David Jones' Art Gallery, Sydney, 4-22 March 1977

LITERATURE

Daniel Thomas 'Upending European tradition', *Sydney Morning Herald*, 13 March 1975, p. 4

In 1945, while still working on St Kilda subject matter, Nolan began formulating his Ned Kelly series culminating in the iconic paintings of 1946 - 47. In October 1946 he painted *Constable Fitzpatrick and Kate Kelly* now in the collection of the National Gallery of Australia, Canberra and the basis for the present tapestry.

Nolan increasingly became attracted to dramatic, large scale, artworks in the 1960s and in 1969 began his *Oceania* series including the 1620 individual paintings that constitute the monumental *Snake* (in the collection of MONA, Hobart), a project which occupied him for almost four years. It was during this time that he created the Kelly tapestries, also imposing in scale.

Based on the experience of Arthur Boyd and John Olsen, Nolan selected the Manufactura de Tapeçarias de Portalegre in Portugal to hand weave the tapestries using traditional techniques. Of the six paintings he selected five were from the first Kelly series (given to the Australian National Gallery, as it was then, in 1977 by Sunday Reed) and the sixth, *Kelly and Horse*, that he owned himself until it was donated to the Nolan Gallery, Lanyon, in 1974.

Four of the tapestries were completed in time for the David Jones' Art Gallery exhibition in November 1973 and a fifth tapestry was included when the series was exhibited there again in March 1975. The following year a sixth image, *Siege and burning at Glenrowan*, was added to the group. Only *The Trial* is known to have been woven in an edition of two. The tapestries made were: *Constable Fitzpatrick and Kate Kelly* (the present work); *Glenrowan* (in the collection of Benalla Art Gallery); *The Trial* (edition of 2 of which one is in the collection of the Federal Court of Australia, Sydney); *Death of Constable Scanlon*; *Kelly and Horse* (in the collection of the Art Gallery of New South Wales catalogued as *Ned Kelly*); and *Siege and burning at Glenrowan*.



39

Sidney Nolan (1917-1992)

Landscape 1947

signed 'Nolan' lower right, signed, dated and inscribed 'Nolan / Landscape / 26 May 1947' verso

enamel on board

91.5 x 122.0cm (36 x 48 1/16in).

\$40,000 - 60,000

EXHIBITED

Nolan: Myths, Landscapes & Portraits 1942-1964, Lauraine Diggins
Gallery, North Caulfield, 11 June - 26 June 1987, cat. no. 8

LITERATURE

Nolan: Myths, Landscapes & Portraits 1942-1964, exh. cat., Lauraine Diggins Gallery, Melbourne, 1987, cat. no. 8 (illus.)

The first Kelly series, as presented today, is commonly characterised by the dominant figure of Kelly himself. However, as Andrew Sayers observed, "landscape began to take on a different role in the paintings as the series progressed." By studying the chronology in which the works were painted, Sayers concluded that those dating from March 1946 to January 1947 depicted key events in Kelly's story and are set against the golden wheat plains of the Wimmera, whereas those dating between January and July 1947 (when the series ended with Nolan's permanent departure from Heide) have a focus on landscape, country in keeping with Kelly's own terrain of hills, rivers and dams, bushfire and glowering skies. Sayers found that the 1947 works are "more an investigation of landscape mood and the subjects are peripheral to the drama." See Andrew Sayers 'Kelly's words, Rousseau, and sunlight' in Warwick Reeder (ed.) *The Ned Kelly Paintings, Nolan at Heide 1946-47*, Museum of Modern Art at Heide, Melbourne, 1997, pp 25-27

In 1948 an exhibition of 27 paintings at the Velsaquez Gallery in Melbourne publicly established the Kelly series as we know it now. However, sometimes overlooked is that this exhibition represented a retrospective attempt to create a Kelly narrative and that in doing so a number of large 1946 - 47 paintings were omitted including the following: *Kelly and Horse*, *Return to Glenrowan*, *Policeman in Wombat Hole* and *Kelly* (all four gifted to the nation by the artist and now in the Nolan Collection of the Canberra Museum and Gallery); *Landscape with windmill* and *Kelly at the mine* (both in the collection of Heide Museum of Modern Art, Melbourne); and *The camp* and *Robbed* (both in the collection of the Art Gallery of New South Wales, Sydney).

The present work, in terms of date, falls between two of the canonic Velazquez Gallery paintings *The burning tree*, 18 May 1946 and *The watchtower* 20 July 1947 (both part of the first series Kelly paintings in the collection of the National Gallery of Australia, Canberra). Nicholas Usherwood suggests that in these landscapes Nolan "began to show his confidence in suggesting, through landscape alone, the context and setting for the Kelly drama. It is in short, a kind of stage set, onto which you expect Kelly and his gang or the pursuing police, to appear at any moment." Nicholas Usherwood *Nolan's Nolan's: a reputation reassessed*, Agnew's, London, 1997



40

Sidney Nolan (1917-1992)

The spearing of Captain Fraser c.1947

enamel on board

60.5 x 92.0cm (23 13/16 x 36 1/4in).

\$50,000 - 70,000

Tensions between Nolan and John and Sunday Reed led to his departure from Heide in July 1947. He travelled immediately to Queensland. Like the Ned Kelly story that captivated him in the preceding two years he now became enthralled by the story of Fraser Island and the horrific adventures there in 1838 of Captain and Mrs Fraser and the escaped convict, Bracefell.

The present work appears to depict the episode after the Frasers were shipwrecked when Captain Fraser, too weak to continue labouring for the local Indigenous people, was speared in the shoulder.

The spearing of Captain Fraser shares an interesting similarity to *Mrs Fraser* 1947 in the collection of the Queensland Art Gallery, Brisbane. Both works were altered by the artist soon after they were painted to include an oval border superimposed over the rectangular work – a technique Nolan employed in several other paintings in the 1940s. *Mrs Fraser* still retains the oval border whereas *The spearing of Captain Fraser* was returned to its rectangular format by the artist though the outline of the tondo remains visible.



41

Sidney Nolan (1917-1992)

Platypus Bay, Fraser Island 1947

signed with initial, dated and inscribed 'Platypus Bay / Oct 47 - N' lower left
enamel on board

76.0 x 105.5cm (29 15/16 x 41 9/16in).

\$35,000 - 45,000

EXHIBITED

*Paintings by Sidney Nolan, Moreton Galleries, Brisbane, 17-28 February
1948, cat. no. 4 (20 guineas)*

Nolan's interest in Fraser Island was sparked by two visitors to Heide, Tom Harrison who had trained Commandos there during the War and Barrett Reid, a Brisbane poet. The story of Mrs Fraser and Bracefell, the convict, now gave Nolan further purpose to visit the island. As a result he painted a small group of works, depicting the shipwreck of Captain and Mrs Fraser in 1838 and the landscape in which the events occurred, twelve of which, including the present work, were exhibited at the Moreton Galleries, Brisbane in 1948.

Other works from the first Mrs Fraser series include: *Mrs Fraser* (in the collection of Queensland Art Gallery, Brisbane); *Fraser Island* (in the collection of the Art Gallery of New South Wales, Sydney); and *Lake Wabby* (in the collection of Heide Museum of Modern Art, Melbourne).





42

Sidney Nolan (1917-1992)

Bird 1948

signed and dated '4-11-48 / Nolan' lower right; signed 'Nolan' lower right
enamel on board

90.0 x 121.0cm (35 7/16 x 47 5/8in).

\$20,000 - 30,000

EXHIBITED

Sidney Nolan - 102 Works from the first fifteen years 1939-53, Joseph Brown Gallery, Melbourne, 25 July - 7 August 1979, cat. no. 36

LITERATURE

Sidney Nolan - 102 Works from the first fifteen years 1939-53, exh. cat., Joseph Brown Gallery, Melbourne, 1979, cat. no. 36 (illus.)

After six months exploring Fraser Island and North Queensland Nolan travelled to Sydney at the end of 1947. In March 1948 he married the writer Cynthia Reed, sister of John Reed and then devoted the remainder of the year to his outback Queensland series. When Sir Kenneth Clark, the former director of the National Gallery, London, and one of the best known art historians of the time, saw *Abandoned Mine* from this series hanging in the Wynne Prize in early 1949 he immediately arranged to meet Nolan in his studio where he bought an outback painting and promised to help Nolan find a London gallery. Clark wrote that he was confident he had "stumbled on a genius", quoted in Jane Clark, *Sidney Nolan - Landscapes and Legends*, International Cultural Corporation of Australia, Sydney, 1987, p. 102.

Another work, *Swagman* c.1948 (in a private collection) is also overlaid with a similar pattern.



43

Sidney Nolan (1917-1992)

John Joseph, Native of New York, Eureka Stockade 1949
signed with initial and dated 'N. / 49.' lower right

ink and enamel on glass

29.0 x 24.0cm (11 7/16 x 9 7/16in).

\$8,000 - 12,000

EXHIBITED

Nolan's Nolans: a reputation reassessed, Agnew's, London,
11 June - 25 July 1997, cat. no. 42

LITERATURE

Nolan's Nolans: a reputation reassessed, exh. cat. Agnew's,
London, 1997, cat. no. 42 (illus)

With the completion of the Kelly paintings in mid - 1947 Nolan embarked on three other series based on historic events: *Mrs Fraser and the Convict* (1947-48); *Burke and Wills* (1949-50) and *Eureka Stockade* (1949). Nolan revisited the Eureka theme in 1965 when he completed the panoramic enamel on copper Eureka Stockade mural for the Reserve Bank of Australia.

John Joseph, an African-American miner, was accused of having fired the shot that killed Captain Wise at Eureka Stockade in 1854. He was the first man to be tried and his acquittal was met with celebration in Melbourne.

Sidney Nolan (1917-1992)

From 10,000 feet 1949

signed and dated 'Nolan / 27-11-49' lower right; signed, dated and inscribed 1949 FROM 10,000 FEET / "AERIAL LANDSCAPE" / Nolan' verso (written twice)

oil and enamel on board

91.5 x 121.5cm (36 x 47 13/16in).

\$40,000 - 60,000

EXHIBITED

Sidney Nolan: retrospective exhibition, Paintings from 1937 to 1967, Art Gallery of New South Wales, Sydney, 13 September - 29 October 1967; National Gallery of Victoria, Melbourne, 22 November - 17 December 1967; Western Australian Art Gallery, Perth, 9 January - 4 February 1968, cat. no. 56 (label attached verso)

Sidney Nolan: retrospective exhibition, The Arts Centre, New Metropole, Folkestone, United Kingdom; Haworth Art Gallery, Accrington; United Kingdom; Laing Gallery, Newcastle upon Tyne, United Kingdom; Feren's Art Gallery, Kingston upon Hull, United Kingdom; University of East Anglia Library, Norwich, United Kingdom, February - October 1970, cat. no. 27

Sidney Nolan: gemalde und druckgraphik, Kunsthalle, Darmstadt, Germany, 15 May - 27 June 1971, cat. no. 19

Sidney Nolan: retrospective exhibition, The Royal Dublin Society, Dublin, Ireland, 19 June - 5 July 1973, cat. no. 27

LITERATURE

'Sidney Nolan show overpowering', *Sydney Morning Herald*, Sydney, 31 March 1950, p. 2

Sidney Nolan: retrospective exhibition, Paintings from 1937 to 1967, exh. cat., Art Gallery of New South Wales, Sydney, 1967, p. 20

Sidney Nolan: retrospective exhibition, exh. cat., The Arts Centre, New Metropole, Folkestone, United Kingdom, 1970

Sidney Nolan: gemalde und druckgraphik, Kunsthalle, exh. cat. Darmstadt, Germany, 1971, p. 35

Sidney Nolan: retrospective exhibition, exh. cat., The Royal Dublin Society, Dublin, 19 June - 5 July 1973, p. 15

Since 1946 (before he had flown) Nolan had conceptualised aerial landscapes and had even produced an imagined view of Ayers Rock from above (private collection). However it was not until mid-1949 that he, Cynthia and Jinx were able to make multiple flights over Central Australia. Only four years after completing his Wimmera series Nolan again re-defined the Australian landscape.



45

Sidney Nolan (1917-1992)

Desert foliage c.1949

oil and enamel on board

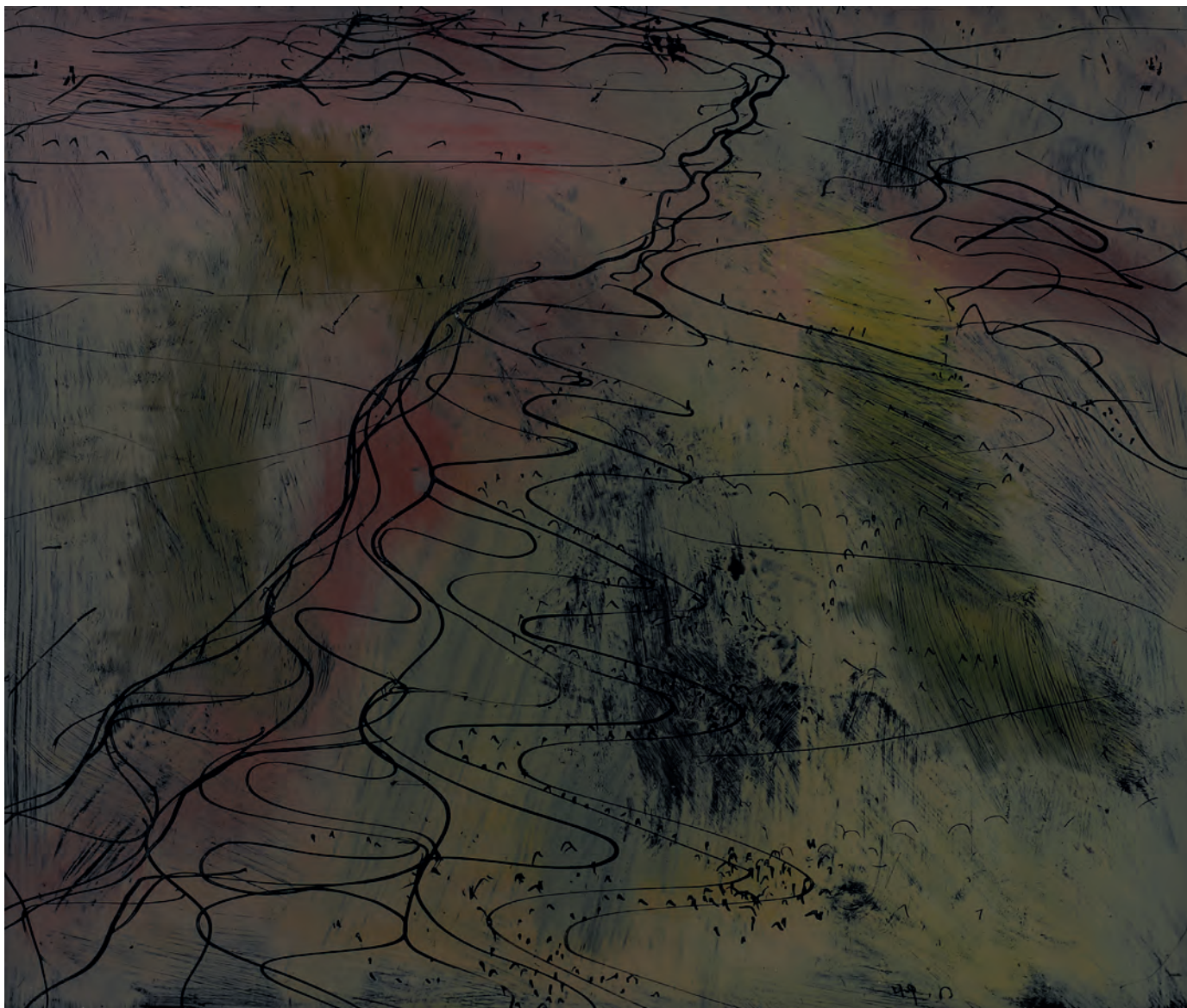
71.0 x 91.0cm (27 15/16 x 35 13/16in).

\$20,000 - 30,000

During outback visits between 1947-49 Nolan's focus extended beyond the panoramic landscape. "Nolan's curiosity embraced the smallest and most intimate details of the tropical northern landscape." Jane Clark, *Sidney Nolan - Landscapes and Legends*, International Cultural Corporation of Australia, Sydney, 1987, p. 98

A companion painting, *Desert flower*, depicting the same species and dated 1949 is illustrated in *Nolan's Nolans: a reputation reassessed*, Agnew's, London, 1997, cat. no. 40





46

Sidney Nolan (1917-1992)

Aerial landscape 1949

signed with initial and dated '49 .N' lower right
ink and enamel on glass

24.0 x 29.0cm (9 7/16 x 11 7/16in).

\$4,000 - 6,000

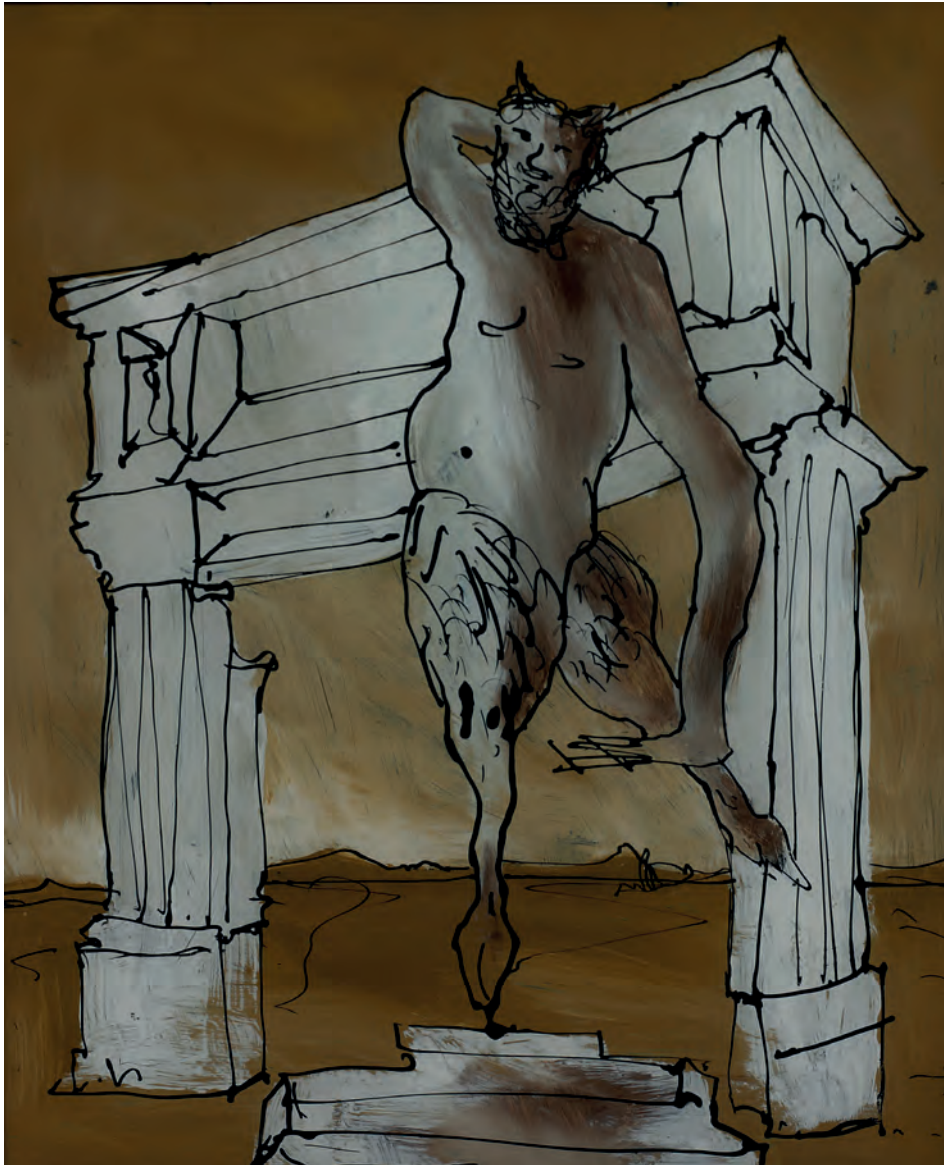
EXHIBITED

Sidney Nolan - Desert & Drought, National Gallery of Victoria,
Melbourne, 6 June - 17 August 2003, cat. no. 79 (label attached verso)

LITERATURE

Geoffrey Smith, *Sidney Nolan - Desert & Drought*, National Gallery
of Victoria, Melbourne, 2003, cat. no. 79, pp. 62 (illus.), 155

Nolan's reverse-painted glass panels from the period 1949-53 were integral to his art practice. He had worked on glass as a sign writer when in his teens and in 1941-42 painted Luna Park works on exposed glass photographic plates. In 1949 he painted the Eureka Stockade series on glass and, later that year Central Australian aerial landscapes and botanical studies.



47

Sidney Nolan (1917-1992)

Faun and classical archway 1950
signed with initial 'N.' lower left
ink and enamel on glass
29.0 x 24.0cm (11 7/16 x 9 7/16in).
\$2,000 - 3,000

EXHIBITED

Sidney Nolan - 102 Works from the first fifteen years 1939-53, Joseph Brown Galleries, Melbourne, 25 July - 7 August 1979, cat. no. 101

LITERATURE

Sidney Nolan - 102 Works from the first fifteen years 1939-53, exh. cat., Joseph Brown Galleries, Melbourne, 1979, cat. no. 101 (illus.)

In 1950 Nolan left Australia for the first time and travelled throughout Britain and Europe for a year. The present work forms part of a series of Classically-inspired paintings on glass from 1950. For a similar work, *Italian statue*, see Jane Clark, *Sidney Nolan - Landscapes and Legends*, International Cultural Corporation of Australia, Sydney, 1987, p. 113



48

Sidney Nolan (1917-1992)

Figures at Ely Cathedral c.1950; Two Figures verso
signed with initial 'N' lower right

ink and enamel on glass

29.0 x 24.0cm (11 7/16 x 9 7/16in).

\$3,000 - 5,000

EXHIBITED

Sidney Nolan - 102 Works from the first fifteen years 1939-53, Joseph Brown Gallery, Melbourne, 25 July - 7 August 1979, cat. no. 85 and 90

LITERATURE

Sidney Nolan - 102 Works from the first fifteen years 1939-53, exh. cat., Joseph Brown Galleries, Melbourne, 1979, cat. no. 85 and 90 (illus.)

When Nolan and his family arrived in Britain in September 1950 they stayed with Cynthia's sister in Cambridge, just a short distance from Ely Cathedral.

For similar works see Jane Clark, *Sidney Nolan - Landscapes and Legends*, International Cultural Corporation of Australia, Sydney, 1987, pp. 112-13



49
Sidney Nolan (1917-1992)
Carcase c.1953
signed and inscribed 'Carcase / Sidney Nolan' verso
ink and enamel on glass
29.0 x 24.0cm (11 7/16 x 9 7/16in).
\$4,000 - 6,000

50

Sidney Nolan (1917-1992)

Horse 1953

signed and dated 'NOLAN / 53' lower right

oil and enamel on board

91.0 x 121.5cm (35 13/16 x 47 13/16in).

\$20,000 - 30,000

In 1952 Nolan was commissioned by the Brisbane Courier Mail to visit the Northern Territory, then in the grips of a catastrophic drought, to make drawings for publication in the newspaper. He had been considering a project such as this since seeing casts of humans and animals excavated from the volcanic ash at Pompeii the previous year and this influence can clearly be seen in the present work. See Geoffrey Smith, *Sidney Nolan - Desert & Drought*, National Gallery of Victoria, Melbourne, 2003, pp.92-125 for a detailed study of this series.





51

Sidney Nolan (1917-1992)

Drought animal c. 1953

mixed media on paper

25.0 x 32.5cm (9 13/16 x 12 13/16in).

\$4,000 - 6,000

EXHIBITED

Sidney Nolan - 102 Works from the first fifteen years 1939-53,
Joseph Brown Gallery, Melbourne, 25 July - 7 August 1979, cat. no. 49

LITERATURE

Sidney Nolan - 102 Works from the first fifteen years 1939-53, exh. cat.,
Joseph Brown Gallery, Melbourne, 1979, cat. no. 49 (illus.)



52

Sidney Nolan (1917-1992)

Kelly swimming the Murray 1954

signed 'nolan' lower right; signed, dated and inscribed 'Kelly / 27 / XII / 54 / Nolan / Swimming the Murray' verso

ink on paper

25.5 x 30.5cm (10 1/16 x 12in).

\$12,000 - 18,000

Nolan returned to the Kelly theme in 1954. The influence of his outback and drought experiences were now evident in these works. The present work is related to *Ned Kelly: crossing the river* 1955 (Sotheby's Australia, 20 November 2012, lot 21, sold for \$960,000) and to a series of ink drawings, 1954, illustrated in Kenneth Clark, Colin MacInnes and Bryan Robertson, *Sidney Nolan*, Thames & Hudson, London, 1961, plates 57, 58, 63, 67 - 69

53

Sidney Nolan (1917-1992)

Bird c.1955

enamel on board

50.0 x 61.0cm (19 11/16 x 24in).

\$12,000 - 18,000

Nolan travelled to Europe in late 1953 and never returned to Australia to live.

The present work appears to relate to the early months of 1955, the period of Nolan's second Kelly series. Visible in the upper left corner is an enigmatic steel-grey object.





54

Sidney Nolan (1917-1992)

Shield and Trojan warrior with flag 1955

dated 10th June 1955 and extended inscription verso (obscured)
ink on paper

30.0 x 25.0cm (11 13/16 x 9 13/16in).

\$2,000 - 3,000

Nolan's inscription on the reverse of this work reads: "10th June, 1955
Use wall paper (or carpet) design patterns as contrast to hard warrior
shapes. In fact use the Kelly motif. Trojan Battle. (Uccello Standard).
(Piero Arezzo?). Aussie soldier. Trojan warrior. Face becoming a flag
or banner. Upright standard. Mantegna."

EXHIBITED

Sidney Nolan works on paper retrospective, The Australian Gallery
Directors' Council, The Nolan Gallery, Lanyon, ACT, March 1980;
Mornington Peninsula Arts Centre, April 1980; Geelong Art Gallery,
May 1980; Benalla Art Gallery, June 1980; Wollongong City Art Gallery,
July 1980; S.H. Ervin Museum and Art Gallery, Sydney, August-September
1980; Queen Victoria Museum & Art Gallery, Launceston, October 1980;
Devonport Gallery & Arts Centre, November 1980; Tasmanian Museum
& Art Gallery, Hobart, December 1980; Ararat Art Gallery, January -
February 1981; National Gallery of Victoria, Melbourne, 19 March -
2 May 1982; Sale Regional Art Gallery, September 1982, cat. no. 91
(label attached verso)

LITERATURE

John Buckley, *Sidney Nolan works on paper retrospective*, The Australian
Gallery Directors' Council, Sydney, 1980, cat. no. 91, p. 40

For a similar work, *Sack of Troy*, 1955 see Andrew Sayers, *Sidney Nolan
Drawings*, Australian National Gallery, Canberra, 1989, p. 46.



55

Sidney Nolan (1917-1992)

Theseus slaying The Minotaur 1956

signed with initial and dated 'N / 3-2-56' verso

mixed media on paper

24.0 x 18.0cm (9 7/16 x 7 1/16in).

\$1,000 - 2,000

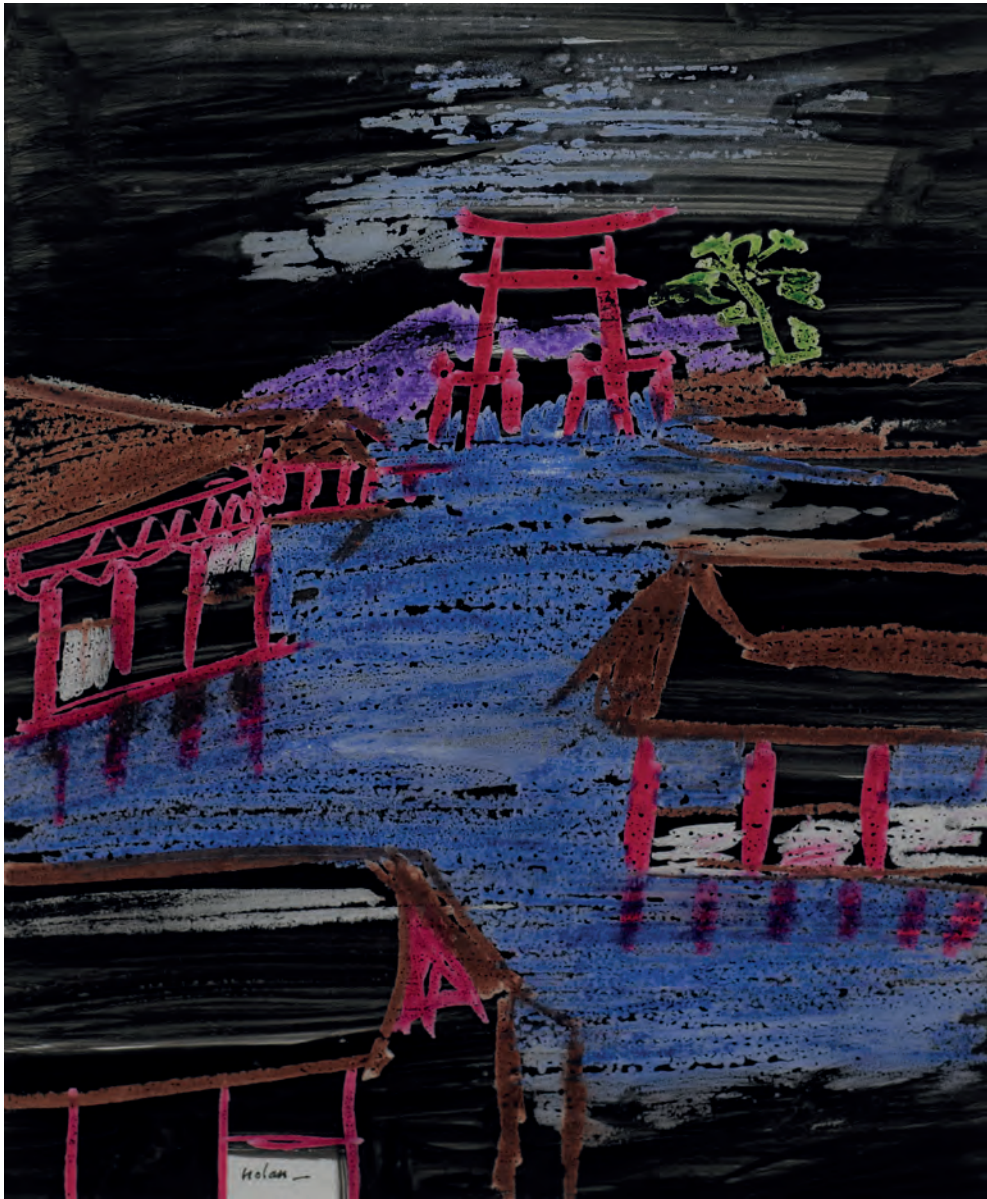
EXHIBITED

Sidney Nolan works on paper retrospective, The Australian Gallery Directors' Council, The Nolan Gallery, Lanyon, ACT, March 1980; Mornington Peninsula Arts Centre, April 1980; Geelong Art Gallery, May 1980; Benalla Art Gallery, June 1980; Wollongong City Art Gallery, July 1980; S.H. Ervin Museum and Art Gallery, Sydney, August-September 1980; Queen Victoria Museum & Art Gallery, Launceston, October 1980; Devonport Gallery & Arts Centre, November 1980; Tasmanian Museum & Art Gallery, Hobart, December 1980; Ararat Art Gallery, January - February 1981; National Gallery of Victoria, Melbourne, 19 March - 2 May 1982; Sale Regional Art Gallery, September 1982, cat. no. 100 (label attached verso)

LITERATURE

John Buckley, *Sidney Nolan works on paper retrospective*, The Australian Gallery Directors' Council, Sydney, 1980, cat. no. 100, pp. 41 (illus.), 51

In 1955-56 Nolan lived on the Greek island of Hydra working on small-scale paintings. He became particularly interested in Greek mythology and the Trojan War – the latter theme developing into his Gallipoli series.



56

Sidney Nolan (1917-1992)

Lake Hakone (Japan III) 1957 dated Jan 57 and inscribed Lake Hakone,
Japan verso

signed 'Nolan -' lower left; inscribed and dated 'LAKE HAKONE JAN 57
JAPAN' verso

mixed media on paper

30.0 x 25.0cm (11 13/16 x 9 13/16in).

\$2,000 - 3,000

Nolan travelled extensively from 1953 until the end of his life
absorbing subject matter for his art wherever he went. He visited Japan
in February 1957.



57

Sidney Nolan (1917-1992)

Bather 1958

signed and dated '1958 Nolan' lower right; inscribed and dated 'BATHER

1958 NOLAN' verso

mixed media on paper

25.0 x 30.0cm (9 13/16 x 11 13/16in).

\$2,000 - 3,000

Nolan spent 1958-60 in the United States on a Harkness fellowship.

Nolan's Gallipoli series included a number of works of figures in water. As always, his paintings were layered with personal references and the image of the bather harks back to his own upbringing in St Kilda and his paintings on this subject of the 1940s. Similar works of this size, such as *Swimmers at Gallipoli* 1958 are in the collection of the Australian War Memorial, Canberra, see Gavin Fry *Nolan's Gallipoli*, Rigby, Adelaide, 1983 p. 41 (illus.)



58

Sidney Nolan (1917-1992)

Irises 1962

signed and dated 'Nolan / 1962' lower right; dated '9th June 1962' verso

mixed media on paper

61.5 x 51.0cm (24 3/16 x 20 1/16in).

\$3,000 - 5,000



59

Sidney Nolan (1917-1992)

Rite of Spring 1962

signed, dated and inscribed 'Rite of Spring / 1962. / Nolan' lower centre
mixed media on paper

51.0 x 62.5cm (20 1/16 x 24 5/8in).

\$2,500 - 3,500

For similar works see Andrew Sayers, *Sidney Nolan Drawings*, Australian National Gallery, Canberra, 1989, pp. 54-55; and T.G. Rosenthal, *Sidney Nolan*, Thames and Hudson, London, 2002, p. 259

Twenty-two years after designing the set for the Ballets Russes performance of *Icare* in Australia, Kenneth MacMillan, the distinguished British choreographer commissioned Nolan to design the set and costumes for his new version of Stravinsky's *The Rite of Spring* for the Royal Ballet at Covent Garden. The backdrops included a reworking of his iconic 1940 image *Boy and the Moon* (known as *Moonboy*) while the costumes emphasised a universal sense of the primitive.

60

Sidney Nolan (1917-1992)

Kelly 1962

signed 'nolan' lower right; signed, dated and inscribed 'Kelly / nolan / 16 Aug / 1962' verso

oil on board

91.5 x 122.0cm (36 x 48 1/16in).

\$60,000 - 80,000

Ned Kelly resurfaced in a new form in August 1962. Kelly was now depicted in a dreamlike, mirage, landscape that Nolan also employed in other paintings of that time such as *Burke and Wills at the Gulf* 1961 (in the collection of the National Gallery of Victoria, Melbourne).

Distinguishing this Kelly series is the use of vertical colour stripes to depict the bushranger's helmet. Nolan had employed this motif in his first Kelly series painting *The Chase* 1946 (in the collection of the National Gallery of Australia, Canberra).

In the present work, the framework of the burnt-out Glenrowan hotel, scene of Kelly's last stand, is fused with the striped image of his helmet. Kelly's downcast face stares out through the ruins. Two paintings from the first Kelly series (also in the National Gallery of Australia, Canberra), *Mrs Reardon at Glenrowan* and *Siege at Glenrowan* also depict the upright posts of the building frame and the red and yellow stripes of Kelly's helmet forming a single entity.

It appears that Nolan based this painting on a photograph taken by John Bray shortly after the 1880 Glenrowan siege (now in the State Library of Victoria, Melbourne). The photograph shows the upright posts standing much as Nolan depicted them; and to the right of the building the rectangular Glenrowan Inn sign supported on two poles.

Four works from this series, titled *Ned Kelly I-IV*, are illustrated in *Sidney Nolan Selected Works*, Marlborough Fine Art, London, May - June 1979, pp. 11-14, cat. no. 1-4; another work, *King Kelly*, also dated 16 August 1962 is illustrated in *London to Sydney*, Agnew's, London, 8-19 November 2011, p. 14



John Bray Jones's *Hotel* burned down 1880





61
Sidney Nolan (1917-1992)
Buffalo 1963
signed 'Nolan' lower right
oil on paper
63.0 x 52.0cm (24 13/16 x 20 1/2in).
\$4,000 - 6,000

Nolan visited East Africa in 1962 and retraced the steps of nineteenth century poet, Arthur Rimbaud, whose life and work had influenced him since the 1930s. In early 1963 he worked on a series based on Rimbaud and Africa.

For a similar work from the Africa series see Elwyn Lynn, *Sidney Nolan – Myth and Imagery*, Macmillan, London, 1967, p. 75, plate 41



62

Sidney Nolan (1917-1992)

Bird 1964

signed and dated '18 June 64 / nolan.' lower right

mixed media on paper

30.0 x 25.0cm (11 13/16 x 9 13/16in).

\$2,000 - 3,000

63

Sidney Nolan (1917-1992)

Icebound ship, Antarctica 1964

signed with initial 'N' lower right; signed and dated 'Nolan / April 1964' verso

oil on board

121.0 x 121.0cm (47 5/8 x 47 5/8in).

\$40,000 - 60,000

EXHIBITED

Exhibition of Paintings of Antarctica by Sidney Nolan, R G Menzies

Library, Australian National University, Canberra, 17-26 June 1965

Sidney Nolan, Australian Galleries, Melbourne, 21 September -

1 October 1965, cat. no. 2 (not for sale)

Antarctic Paintings by Sidney Nolan, The Bonython Art Gallery,

Adelaide, 15 November - 2 December 1965, cat. no. 2 (not for sale)

Sidney Nolan: Antarctica, The Fermoy Gallery, King's Lynn, Norfolk,

8 August - 1 September 1984, cat. no. 14

Sidney Nolan: Antarctic Series, Nolan Gallery, Lanyon, Australian

Capital Territory, 4 June - 7 September 1986, cat. no. 7

LITERATURE

John Bechervaise, 'Antarctica: the new down under', *Bulletin*, Sydney, 3 July 1965 (illus. cover) as 'Antarctica'

Elwyn Lynn, *Sidney Nolan – Myth and Imagery*, Macmillan, London,

1967, pp. 45, 86 (illus.), as 'Antarctica'

Bernard Smith, 'Nolan as mythmaker', *Bulletin*, Sydney, 7 October

1967, p. 79 (illus.) as 'Ship in the ice'

Donald Brook, 'The haunted cold', *Canberra Times*, Canberra,

17 June 1965, p. 25 (illus.)

Alan McCulloch, 'A great documentary artist', *Herald*, Melbourne,

22 September 1965, p. 15

Bernard Smith 'Nolan (without heroes) in trouble', *Age*, Melbourne,

22 September 1965, p. 5

Rodney James, *Sidney Nolan - Antarctic Journey*, Mornington Peninsula

Regional Gallery, Mornington, 2006, cat. no. 4, pp. 11-12, 71

In 1964 Nolan visited Antarctica, fulfilling a boyhood passion for the continent and the story of its explorers: Shackleton, Scott and Mawson. Like his other series dealing with mythologised historical characters (Kelly, Burke and Wills, the ANZAC soldiers, Mrs Fraser and Bracefell) Nolan combined narrative works and landscapes in his Antarctic series.

The present work, one of the first painted in the series and the only one depicting this subject, is loosely based on images by Australian photographer Frank Hurley of Shackleton's ship *Endurance* trapped in ice in 1915.

"Nolan looks at the scene retrospectively through the eyes of Scott, Shackleton and Admunsen to find an icebound ship, whose furled gold-green sails are hoisted like standards arrayed in grim battle with the blizzards, or a blue headland projected into the frozen sea-scape like a hump-backed whale." Alan McCulloch, September 1965, quoted in Rodney James, *Sidney Nolan - Antarctic Journey*, Mornington Peninsula Regional Gallery, Mornington, 2006, p. 47.

Other works in the Antarctic series, also based on early photographs, depict Antarctic camps, an explorer on a pony and explorers' heads.



64

Sidney Nolan (1917-1992)

Antarctica 1964

signed and dated '10 Sept 1964 / NOLAN' lower left

oil on board

121.0 x 121.0cm (47 5/8 x 47 5/8in).

\$35,000 - 45,000

EXHIBITED

Nolan, Piper, Richards, Marlborough New London Gallery, London,

April - May 1966, cat. no. 1

Sidney Nolan: 1937-1979, Arts Centre, New Metropole, The Leas,

Folkestone, 5 May - 3 June 1979, cat. no. 52

Sidney Nolan: Antarctica, The Fermoy Gallery, King's Lynn, Norfolk,

8 August - 1 September 1984, cat. no. 8

Sidney Nolan: Antarctic Series, Nolan Gallery, Lanyon, Australian Capital

Territory, 4 June - 7 September 1986, cat. no. 4 (label attached verso)

Sidney Nolan - Antarctic Journey, Mornington Peninsula Regional Gallery,

Mornington, 29 November 2006 - 25 February 2007, cat. no. 37 (label attached verso)

LITERATURE

Nolan, Piper, Richards, exh. cat., Marlborough New London Gallery,

London, 1966, cat. no. 1 (illus.)

Rodney James, *Sidney Nolan - Antarctic Journey*, Mornington Peninsula

Regional Gallery, Mornington, 2006, cat. no. 37, pp. 42, 45 (illus.), 76

"In his Antarctic series Nolan found new ways of retelling old stories without falling into cliché, melodrama or the picturesque. The figures that populate his icy terrain are drawn from the heroic age of Antarctic exploration... They are vulnerable, isolated, sometimes brutalised. In places they are self-deprecating, ungainly, or even slightly comic or absurd. For all that they are survivors and Nolan valued the early explorers for their failings as much as their achievements."

Rodney James, *Sidney Nolan - Antarctic Journey*, Mornington Peninsula Regional Gallery, Mornington, 2006, p. 3



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An abstract linocut artwork by Ethel Spowers titled 'The Gust of Wind'. The composition is dominated by bold, angular shapes in a palette of red, yellow, blue, and white. A central figure, possibly a woman, is depicted in a dark, flowing garment, holding a large, white, crumpled fabric or paper. The background features a red building with a yellow sign and a blue sky. The overall style is expressive and modern, characteristic of the Grosvenor School of Art.

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THE *LOT* IS AVAILABLE FOR INSPECTION AND YOU MUST FORM YOUR OWN OPINION IN RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY *LOT* OR HAVE IT EXAMINED ON YOUR BEHALF BEFORE THE *SALE*.

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for sale in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested in is put up for *Sale*. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, in the case of dispute, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%. However these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this.

Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will normally be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*. The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the fall of the *Auctioneer’s* hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*. At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

We do not accept bids from any person who has not completed and delivered to us one of our *Bidding Forms*, either our Bidder Registration Form, Absentee Bidding Form or Telephone Bidding Form. You will be asked for proof of identity, residence, financial details and references, which, when asked for, you must supply if your bids are to be accepted by us. Please bring your passport, driving license (or similar photographic proof of identity) and a debit or credit card. We may request a deposit from you before allowing you to bid. We may refuse entry to a *Sale* to any person even if that person has completed a *Bidding Form*.

Bidding in person

You should come to our *Bidder* registration desk at the *Sale* venue and fill out a Bidder Registration Form on (or, if possible, before) the day of the *Sale*. The bidding number system is sometimes referred to as “paddle bidding”. You will be issued with a large card (a “paddle”) with a printed number on it. This will be attributed to you for the purposes of the *Sale*. Should you be a successful *Bidder* you will need to ensure that your number can be clearly seen by the *Auctioneer* and that it is your number which is identified as the *Buyer’s*. You should not let anyone else use your paddle as all *Lots* will be invoiced to the name and address given on your Bidder Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the *Hammer Price* of, or whether you are the successful *Bidder* of, a particular *Lot*, you must draw this to the attention of the *Auctioneer* before the next *Lot* is offered for *Sale*. At the end of the *Sale*, or when you have finished bidding please return your paddle to the *Bidder* registration desk.

Bidding by telephone (only available on lots with a low estimate greater than AU\$1,000). If you wish to bid at the *Sale* by telephone, please complete a Telephone Bidding Form, which is available from our offices or in the *Catalogue*. Please then return it to the office responsible for the *Sale* at least 24 hours in advance of the *Sale*. It is your responsibility to check with our Bids Office that your bid has been received.

Telephone calls will be recorded. The telephone bidding facility is a discretionary service and may not be available in relation to all *Lots*. We will not be responsible for bidding on your behalf if you are unavailable at the time of the *Sale* or if the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding by post or fax

Absentee Bidding Forms can be found in the back of this *Catalogue* and should be completed and sent to the office responsible for the *Sale*. It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a *Lot*, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the *Sale*. Please check your Absentee Bidding Form carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids and you are responsible for checking with us that we have received the bid. All bids made on your behalf will be made at the lowest level possible subject to *Reserves* and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the *Auctioneer's* bidding increments. New *Bidders* must also provide proof of identity when submitting bids. Failure to do this may result in your bid not being placed.

Bidding via the internet

Please visit our *Website* at www.bonhams.com for details of how to bid via the internet.

Bidding through an agent

Bids will be accepted as placed on behalf of the person named as the principal on the *Bidding Form* although we may refuse to accept bids from an agent on behalf of a principal and may require written confirmation from the principal confirming the agent's authority to bid. Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact or the identity of his principal) will be jointly and severally liable with the principal to the *Seller* and to *Bonhams* under any contract resulting from the acceptance of a bid. Subject to the above, please let us know if you are acting on behalf of another person when bidding for *Lots* at the *Sale*.

Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or Absentee Bidding Form that you have completed. If we do not approve the agency arrangements in writing before the *Sale*, we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE BUYER AND BONHAMS

On the *Lot* being knocked down to the *Buyer*, a *Contract for Sale* of the *Lot* will be entered into between the *Seller* and the *Buyer* on the terms of the *Contract for Sale* set out in Appendix 1 at the back of the *Catalogue*. You will be liable to pay the *Purchase Price*, which is the *Hammer Price*. At the same time, a separate contract is also entered into between us as auctioneers and the *Buyer*. This is our *Buyer's Agreement*, the terms of which are set out in Appendix 2 at the back of the *Catalogue*. Please read the terms of the *Contract for Sale* and our *Buyer's Agreement* contained in the *Catalogue* in case you are the successful *Bidder*. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the *Catalogue* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale*. You should be alert to this possibility of changes and ask if there have been any.

7. BUYER'S PREMIUM AND OTHER CHARGES PAYABLE BY THE BUYER

Under the *Buyer's Agreement*, a premium (the *Buyer's Premium*) is payable to us by the *Buyer* in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it. Storage charges and *Expenses* are also payable by the *Buyer* as set out in the *Buyer's Agreement*. All the sums payable to us by the *Buyer* are subject to GST. For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* of *Lots*: 22% of the *Hammer Price*. With the exception of Collectors' Motor Cars and Motorcycles where the *buyer's* premium will be 15% on the first AU\$100,000 and 10% thereafter.

8. GST

The prevailing rate of GST at the time of going to press is 10% but this is subject to government change and the rate payable will be the rate in force on the date of the *sale*.

The *Hammer Price* is inclusive of GST where applicable.

Where the *Lot* will be exported from Australia, GST may not apply to the *sale* of the *Lot*. You should discuss the position further with us.

For a list of lots consigned by GST registered entities please consult a specialist.

GST at the prevailing rate will be added to *Buyer's Premium* which will be invoiced on a GST inclusive basis.

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus GST and any other charges and *Expenses* to be in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the seventh working day after the *Sale*. Unless agreed by us in advance payments made by anyone other than the registered *Buyer* will not be accepted. Payment will have to be by one of the following methods (all cheques should be made payable to Bonhams 1793 Limited).

Australian Dollar personal cheque drawn on an Australian bank: all cheques must be cleared before you can collect your purchases;

Bank cheque: if you can provide suitable proof of identity and we are satisfied as to the genuineness of the cheque, we will allow you to collect your purchases immediately;

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes, coins or travellers cheques in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed AU\$8,000, or the equivalent in the currency in which the *Sale* is conducted, at the time when payment is made. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins, notes or travellers cheques;

Australian Dollar travellers cheques: you may pay for *Lots* purchased by you at this *Sale* with travellers cheques, provided the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed AU\$8,000. We will need to see your passport if you wish to pay using travellers cheques;

Bank transfer: you may electronically transfer funds to our *Trust Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *Trust Account* details are as follows:

Bank: HSBC Bank Australia Ltd
Address: 28 Bridge Street
Sydney
NSW 2000
Account Name: Bonhams 1793 Ltd Au - Client AC
Account Number: 078193002
BSB: 342011
SWIFT code: HKBAU2S

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the Australian Dollar amount payable, as set out on the invoice.

All payments must be cleared before you can collect your purchases.



Payments can be made by BPAY. Please contact your participating bank, credit union or building society to make payment directly from your cheque or savings account. Enter the Biller Code 17723 and BPAY reference number as detailed on your invoice.

EFTPOS cards issued by an Australian bank: there is no additional charge for purchases made with EFTPOS cards. EFTPOS cards issued by an overseas bank, deferred and company debit cards and all credit cards will be subject to a 1.65% surcharge.

Credit cards: Visa, Mastercard and Amex only. Please note there is a surcharge (1.6% for Visa and Mastercard; 3.1% for Amex) on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

10. COLLECTION AND STORAGE

The *Buyer* of a *Lot* will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the *Buyer*). For collection and removal of purchased *Lots*, please refer to *Sale Information* at the front of the catalogue. Our offices are open 9.00am - 5pm Monday to Friday. Details relating to the collection of a *Lot*, the storage of a *Lot* and our *Storage Contractor* after the *Sale* are set out at the end of this *Notice to Bidders*.

11. SHIPPING

Please refer all enquiries to our shipping department seamus.tardiff@bonhams.com

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s).

The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions.

Lots may be subject to special regulations based on their nature. In particular, if a *Lot* is of Australian cultural significance, such as for ethnological, historical, archaeological literary, artistic, scientific or technological reasons its export may be regulated by the Protection of Moveable Cultural Heritage Act 1986 (Cth). If you purchase, or plan to purchase, a *Lot* that may be subject to this Act, you should acquaint yourself with the impact of the Act on your purchase. Under this Act, some objects may be not be able to be exported, whilst others will not be able to be exported without permission. For more information on the Act: see www.arts.gov.au/movable.

To comply with the Aboriginal Heritage Act 2006, section 36(1) (e), lots marked with the symbol "A" in the *catalogue* indicate Indigenous artefacts made in the State of Victoria that require a Cultural Heritage Permit to be removed from the state. If required, *Bonhams* will assist in obtaining the permit(s). *Lots* purchased must be paid for in accordance with the terms and conditions and the denial of a cultural heritage permit or any delay in obtaining such licenses shall not warrant the rescission or cancellation of any sale or any delay in making payment. For further enquiries please contact the department specialists.

The refusal of any import or export licence(s), any delay in obtaining such licence(s), or any limitation on your ability to export a *Lot* shall not permit the rescission of any sale nor allow any delay in making full payment for the *Lot*.

Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

Please be aware that all *Lots* marked with the symbol Y are subject to CITES regulations when exporting these items, which may, for example, include objects of Ivory, tortoiseshell and other wildlife items outside Australia. Information about these regulations may be found at www.environment.gov.au/biodiversity/trade-use/cites/index.html or may be requested from:

The Director
International Wildlife Trade
Department of the Environment, Water, Heritage and the Arts
GPO Box 787
Canberra ACT 2601

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, and to the extent permitted by law, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. To the extent permitted by law, neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. To the extent permitted by law, in any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed

as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) any other liability to the extent the same may not be excluded or restricted as a matter of law or (iv) our undertakings under paragraphs 9 (in relation to specialist *Stamp or Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

As stated above, all *Lots* are sold on an "as is" basis, subject to all faults, imperfections and errors of description save as set out below. However, you will be entitled to reject a *Book* in the circumstances set out in paragraph 10 of the *Buyers Agreement*.

16. CLOCKS AND WATCHES

All *Lots* are sold "as is", and the absence of any reference to the condition of a clock or watch does not imply that the *Lot* is in good condition and without defects, repairs or restorations. Most clocks and watches have been repaired in the course of their normal lifetime and may now incorporate parts not original to them. Furthermore, *Bonhams* makes no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, *Bidders* should be aware that a general service, change of battery or further repair work, for which the *Buyer* is solely responsible, may be necessary. *Bidders* should be aware that the importation of watches such as Rolex, Frank Muller and Corum into the United States is highly restricted. These watches may not be shipped to the USA and can only be imported personally.

17. FURNITURE

Upholstered Furniture

Whilst we take every care in cataloguing furniture which has been upholstered we offer no guarantee as to the originality of the wood covered by fabric or upholstery.

18. JEWELLERY

Ruby and Jadeite

Ruby and jadeite gemstones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US and it is the *Buyer's* responsibility to obtain all relevant and required export/import licences, certificates and documentation before shipping. Failure by the *Buyer* to successfully import goods into the US does not constitute grounds for non payment or cancellation of sale. *Bonhams* will not be responsible for any additional costs in this regard howsoever incurred.

Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re - treatment over the years to retain their appearance. *Bidders* should be aware that *Estimates* assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed descriptions of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that *Bonhams* has been given or has obtained certificates for any *Lot* in the *Sale* these certificates will be disclosed in the *Catalogue*. Although, as a matter of policy, *Bonhams* endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each *Lot*. In the event that no certificate is published in the *Catalogue*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyers* on any *Lots* subsequent to the *Sale*.

In so far that it is reasonably practicable, *Descriptions* of jewellery will conform to the guidelines set out by the International Jewellery Confederation, CIBJO, a copy of the Blue Book detailing their guidelines is available to *Bidders*. Please contact our jewellery department if you wish to view it.

Estimated Weights

If a stone(s) weight appears within the body of the *Description* in capital letters, the stone(s) has been unmounted and weighed by *Bonhams*. If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within its/their settings, and the stated weight is a statement of our opinion only. This information is given as a guide and *Bidders* should satisfy themselves with regard to this information as to its accuracy.

Signatures

1. A diamond brooch, by Kutchinsky

When the maker's name appears in the title, in *Bonhams'* opinion the piece is by that maker.

2. A diamond brooch, signed Kutchinsky

Has a signature that, in *Bonhams'* opinion, is authentic but may contain gemstones that are not original, or the piece may have been altered.

3. A diamond brooch, mounted by Kutchinsky

Has been created by the jeweller, in *Bonhams'* opinion, but using stones or designs supplied by the client.

19. PHOTOGRAPHS

'Bill Brandt': in our opinion a work by the artist.

'Attributed to Bill Brandt': in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.

'Signed and/or titled and/or dated and/or inscribed': in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.

'Signed and/or titled and/or dated and/or inscribed in another hand': in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.

The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term 'vintage' may also be included in the lot description). A vintage photograph is one which was made within approximately 5 - 10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, 'printed later' will appear in the lot description.

Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the catalogue without margins illustrated.

All photographs are sold unframed unless stated in the lot description.

20. PICTURES

Explanation of Catalogue Terms

The following terms used in the *Catalogue* have the following meanings but are subject to the general provisions relating to *Descriptions* contained in the *Contract for Sale*:

- "Jacopo Bassano": in our opinion a work by the artist. When the artist's forename(s) is not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named;
- "Attributed to Jacopo Bassano": in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category;
- "Studio/Workshop of Jacopo Bassano": in our opinion a work by an unknown hand in a studio of the artist which may or may have been executed under the artist's direction;
- "Circle of Jacopo Bassano": in our opinion a work by a hand closely associated with a named artist but not necessarily his pupil;
- "Follower of Jacopo Bassano": in our opinion a work by a painter working in the artist's style, contemporary or nearly contemporary, but not necessarily his pupil;
- "Manner of Jacopo Bassano": in our opinion a work in the style of the artist and of a later date;
- "After Jacopo Bassano": in our opinion, a copy of a known work of the artist;
- "Signed and/or dated and/or inscribed": in our opinion the signature and/or date and/or inscription are in the artist's hand;
- "Bears a signature and/or date and/or inscription": in our opinion the signature and/or date and/or inscription have been added by another hand.

21. PORCELAIN

Damage and Restoration

For your guidance, in our *Catalogues* we detail, as far as practicable, recorded all significant defects, cracks and restoration. Such practicable descriptions of damage cannot be definitive, and in providing *Condition Reports*, we cannot guarantee that there are no other defects present which have not been mentioned. *Bidders* should satisfy themselves by inspection, as to the condition of each *Lot*. Please see the *Contract for Sale* printed in this *Catalogue*. Because of the difficulty in determining whether an item of glass has been repolished, in our *Catalogues* reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

22. IMPORTANT NOTICE

Readers of this catalogue should be aware that some of the illustrated works of art may contain images of a sacred and/or secret nature. It is suggested that art centre managers in Aboriginal communities vet the illustrations with the appropriate local elders before distributing this catalogue in the community.

Every effort has been made to use current orthographies for Indigenous words, names of artists and people, titles of works, places, ancestral beings and so on, however some inconsistencies may result from a lack of current documentation or from local variations of the spellings of similar or identical words.

DATA PROTECTION – USE OF YOUR INFORMATION

As a result of the services provided by us, we obtain personal data about you (which expression for the purposes of this paragraph only includes your employees and officers, if relevant). You agree to our use of it as follows.

We may use your data to notify you about changes to our services and to provide you with information about products or services that you request from us or which we feel may be of interest to you. Data about you may be analysed to identify your potential preferences for these purposes. We may disclose your data to any member of our group (which means our subsidiaries, our ultimate holding company and its subsidiaries as defined in section 9 of the Corporations Act 2001, including any overseas subsidiary). Subject to this, we will not disclose your data to any third party but we may from time to time provide you with information about goods and services provided by third parties which we feel may be of interest to you. Any member of our group may use your data for similar purposes.

We will keep your data for a period of six years from the date of your last contact with us so as to simplify any future registration. The data may be transferred to and stored outside Australia, in particular the United Kingdom, and you agree to this transfer. Even when information is stored outside Australia, we will continue to comply with the National Privacy Principles set out in the Australian Privacy Act.

You have the right to request us not to use your information for these purposes by contacting Bonhams 1793 Limited at 76 Paddington Street, Paddington, NSW 2021, Australia or by email at info.aus@bonhams.com.

APPENDIX 1

CONTRACT FOR SALE

IMPORTANT: These terms may be changed in advance of the Sale of the Lot to you, by the setting out of different terms in the Catalogue for the Sale and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or by oral announcements before and during the Sale at the Sale venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

UNDER THIS CONTRACT, THE SELLER'S LIABILITY IN RESPECT OF THE QUALITY OF THE LOT, ITS FITNESS FOR ANY PURPOSE AND ITS CONFORMITY WITH ANY DESCRIPTION IS LIMITED. YOU ARE STRONGLY ADVISED TO EXAMINE THE LOT FOR YOURSELF AND/OR OBTAIN AN INDEPENDENT EXAMINATION OF IT BEFORE YOU BUY IT.

1	THE CONTRACT
1.1	These terms govern the Contract for Sale of the Lot by the Seller to the Buyer.
1.2	The Definitions and Glossary contained in Appendix 3 in the Catalogue are incorporated into this Contract for Sale and a separate copy can also be provided by Bonhams on request. Where words and phrases are used which are in the List of Definitions, they are printed in italics.
1.3	The Seller sells the Lot as the principal to the Contract for Sale, such contract being made between the Seller and you through Bonhams which acts in the sole capacity as the Seller's agent and not as an additional principal. However, if the Catalogue states that Bonhams sells the Lot as principal, or such a statement is made by an announcement by the Auctioneer, or by a notice at the Sale, or an insert in the Catalogue, then Bonhams is the Seller for the purposes of this agreement.
1.4	The contract is made on the fall of the Auctioneer's hammer in respect of the Lot when it is knocked down to you.
2	SELLER'S UNDERTAKINGS
2.1	The <i>Seller</i> undertakes to you that:
2.1.1	the <i>Seller</i> is the owner of the <i>Lot</i> or is duly authorised to sell the <i>Lot</i> by the owner;
2.1.2	save as disclosed in the <i>Entry</i> for the <i>Lot</i> in the <i>Catalogue</i> , the <i>Seller</i> sells the <i>Lot</i> with full title guarantee and free from any encumbrance or charge or, where the seller is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the <i>Lot</i>
2.1.3	except where the <i>Sale</i> is by an executor, trustee, liquidator, receiver or administrator the <i>Seller</i> is both legally entitled to sell the <i>Lot</i> , and legally capable of conferring on you quiet possession of the <i>Lot</i> ;

2.1.4	the <i>Seller</i> has complied with all requirements, legal or otherwise, relating to any export or import of the <i>Lot</i> , and all duties and taxes in respect of the export or import of the <i>Lot</i> have (unless stated to the contrary in the <i>Catalogue</i> or announced by the <i>Auctioneer</i>) been paid and, so far as the <i>Seller</i> is aware, all third parties have complied with such requirements in the past;	6	PAYMENT	9.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;
2.1.5	subject to any alterations expressly identified as such made by announcement or notice at the <i>Sale</i> venue or by the <i>Notice to Bidders</i> or by an insert in the <i>Catalogue</i> , the <i>Lot</i> corresponds with the <i>Contractual Description</i> of the <i>Lot</i> , being that part of the <i>Entry</i> about the <i>Lot</i> in the <i>Catalogue</i> which is in bold letters and (except for colour) with any photograph of the <i>Lot</i> in the <i>Catalogue</i> and the contents of any <i>Condition Report</i> which has been provided to the <i>Buyer</i> .	6.1	Your obligation to pay the <i>Purchase Price</i> arises when the <i>Lot</i> is knocked down to you on the fall of the <i>Auctioneer's hammer</i> in respect of the <i>Lot</i> .	9.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of Australia and New Zealand Banking Group Limited from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
3	DESCRIPTIONS OF THE LOT	6.2	Time will be of the essence in relation to payment of the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> . Unless agreed in writing with you by <i>Bonhams</i> on the <i>Seller's</i> behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to <i>Bonhams</i> by you in the currency in which the <i>Sale</i> was conducted by not later than 4.30pm on the second working day following the <i>Sale</i> and you must ensure that the funds are cleared by the seventh working day after the <i>Sale</i> . Payment must be made to <i>Bonhams</i> by one of the methods stated in the <i>Notice to Bidders</i> unless otherwise agreed with you in writing by <i>Bonhams</i> . If you do not pay any sums due in accordance with this paragraph, the <i>Seller</i> will have the rights set out in paragraph 8 below.	9.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;
3.1	Paragraph 2.1.5 sets out what is the <i>Contractual Description</i> of the <i>Lot</i> . In particular, the <i>Lot</i> is not sold as corresponding with that part of the <i>Entry</i> in the <i>Catalogue</i> which is not printed in bold letters, which merely sets out (on the <i>Seller's</i> behalf) <i>Bonhams'</i> opinion (given on a reasonable basis and honestly) about the <i>Lot</i> and which is not part of the <i>Contractual Description</i> upon which the <i>Lot</i> is sold. Any statement or representation other than that part of the <i>Entry</i> referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any <i>Description</i> or <i>Estimate</i> , whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams' Website</i> , or by conduct, or otherwise, and whether by or on behalf of the <i>Seller</i> or <i>Bonhams</i> and whether made prior to or during the <i>Sale</i> , is not part of the <i>Contractual Description</i> upon which the <i>Lot</i> is sold.	7	GST If the <i>Seller</i> is registered or required to be registered for <i>GST</i> , unless otherwise indicated, the sale of the <i>Lot</i> will be a taxable supply by the <i>Seller</i> and subject to <i>GST</i> and <i>GST</i> will be included in the Hammer Price. Where the <i>Sale</i> is a taxable supply, <i>Bonhams</i> (on behalf of the <i>Seller</i>) will issue a tax invoice to you for the sale of the <i>Lot</i> .	9.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;
3.2	Except as provided in paragraph 2.1.5, the <i>Seller</i> does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by or on behalf of the <i>Seller</i> including by <i>Bonhams</i> . No such <i>Description</i> or <i>Estimate</i> is incorporated into this <i>Contract for Sale</i> .	8	COLLECTION OF THE LOT	9.1.9	to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such sale in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and
4	FITNESS FOR PURPOSE AND SATISFACTORY QUALITY	8.1	Unless otherwise agreed in writing with you by <i>Bonhams</i> , the <i>Lot</i> will be released to you or to your order only when <i>Bonhams</i> has received cleared funds to the amount of the full <i>Purchase Price</i> and all other sums owed by you to the <i>Seller</i> and to <i>Bonhams</i> .	9.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.
4.1	The <i>Seller</i> does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the <i>Lot</i> or its fitness for any purpose.	8.2	The <i>Seller</i> is entitled to withhold possession from you of any other <i>Lot</i> he has sold to you at the same or at any other <i>Sale</i> and whether currently in <i>Bonhams'</i> possession or not until payment in full and in cleared funds of the <i>Purchase Price</i> and all other sums due to the <i>Seller</i> and/or <i>Bonhams</i> in respect of the <i>Lot</i> .	9.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.
4.2	The <i>Seller</i> will not be liable for any breach of any alleged undertaking, as to the satisfactory quality of the <i>Lot</i> or its fitness for any purpose.	8.3	You will collect and remove the <i>Lot</i> at your own expense from <i>Bonhams'</i> custody and/or control or from the <i>Storage Contractor's</i> custody in accordance with <i>Bonhams'</i> instructions or requirements.	9.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.
5	RISK, PROPERTY AND TITLE	8.4	You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i> .	10	THE SELLER'S LIABILITY
5.1	Risk in the <i>Lot</i> passes to you when it is knocked down to you on the fall of the <i>Auctioneer's hammer</i> in respect of the <i>Lot</i> . The <i>Seller</i> will not be responsible thereafter for the <i>Lot</i> prior to you collecting it from <i>Bonhams</i> or the <i>Storage Contractor</i> , with whom you have separate contract(s) as <i>Buyer</i> . You will indemnify the <i>Seller</i> and keep the <i>Seller</i> fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the <i>Lot</i> after the fall of the <i>Auctioneer's hammer</i> until you obtain full title to it.	8.5	You will be wholly responsible for any removal, storage or other charges or expenses incurred by the <i>Seller</i> if you do not remove the <i>Lot</i> in accordance with this paragraph 8 and will indemnify the <i>Seller</i> against all charges, costs, including any legal costs and fees, expenses and losses suffered by the <i>Seller</i> by reason of your failure to remove the <i>Lot</i> including any charges due under any <i>Storage Contract</i> . All such sums due to the <i>Seller</i> will be payable on demand.	10.1	The <i>Seller</i> acknowledges that certain laws imply terms, conditions or warranties into contracts for the supply of goods or services (including this agreement) that cannot be excluded. For example, for <i>Consumers</i> , purchasing goods at auction (including those under this agreement) come with non - excludable warranties under consumer protection legislation as to title and quiet possession and that the goods are free from encumbrance. The <i>Seller</i> also acknowledges that certain other laws cannot be excluded. Nothing in paragraphs 9.2 to 9.5 is intended to exclude or restrict:
5.2	Title to the <i>Lot</i> remains in and is retained by the <i>Seller</i> until the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> in relation to the <i>Lot</i> have been paid in full to, and received in cleared funds by, <i>Bonhams</i> .	9	FAILURE TO PAY FOR THE LOT	10.1.1	the application of any consumer protection legislation; or
		9.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	10.1.2	our liability for fraud or death or persona injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or from whom the <i>Seller</i> is legally responsible); or
		9.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	10.1.3	any other liability to the extent that such liability may not be excluded or restricted as a matter of law.
		9.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;		
		9.1.3	to retain possession of the <i>Lot</i> ;		
		9.1.4	to remove and store the <i>Lot</i> at your expense;		

10.2	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	11.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.	12.2.4	Sydney and all proceedings (whether oral or written) will be conducted in the English language;
10.3	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Trade Practices Act 1974 or otherwise.	11.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.		all costs and fees incurred in connection with the resolution of a dispute in accordance with paragraph 11.2 will be borne by the <i>Seller</i> and <i>Buyer</i> in such manner as the expert(s) or the arbitrator, as the case may be, determines.
10.4	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	11.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.		
10.4.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Trade Practices Act 1974, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	11.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".		
10.4.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	11.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.		
10.4.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	11.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .	1	THE CONTRACT
11	MISCELLANEOUS	11.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .	1.1	These terms govern the contract between <i>Bonhams</i> personally and the <i>Buyer</i> , being the person to whom a <i>Lot</i> has been knocked down by the <i>Auctioneer</i> .
11.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .	11.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction (and <i>Bonhams</i> enters into this agreement on trust for each such person).	1.2	The Definitions and Glossary contained in Appendix 3 to the <i>Catalogue</i> for the <i>Sale</i> are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the <i>Notice to Bidders</i> , printed at the beginning of the <i>Catalogue</i> for the <i>Sale</i> , and where such information is referred to it is incorporated into this agreement.
11.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .	12	GOVERNING LAW & DISPUTE RESOLUTION	1.3	The <i>Contract for Sale</i> of the <i>Lot</i> between you and the <i>Seller</i> is made on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> , when it is knocked down to you. At that moment a separate contract is also made between you and <i>Bonhams</i> on the terms in this <i>Buyer's Agreement</i> .
11.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.	12.1	Law	1.4	We act as agents for the <i>Seller</i> and are not answerable or personally responsible to you for any breach of contract or other default by the <i>Seller</i> , unless <i>Bonhams</i> sells the <i>Lot</i> as principal.
11.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed <i>c/o Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.	12.2	Dispute Resolution	1.5	Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
			Unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of <i>Business</i> :	1.5.1	we will, until the date and time specified in the <i>Notice to Bidders</i> or otherwise notified to you, store the <i>Lot</i> in accordance with paragraph 5;
		12.2.1	any dispute concerning the <i>Description</i> , authorship, attribution, condition, provenance, authenticity, age, suitability, quality or origin of the <i>Lot</i> , or the conformity of the <i>Lot</i> with any <i>Description</i> , or whether the <i>Lot</i> is or is not a <i>Forgery</i> shall be referred, if so required by <i>Bonhams</i> , to an expert or a panel of up to three experts appointed, in the absence of agreement among the <i>Seller</i> , you and (if applicable) <i>Bonhams</i> , by the professional body most appropriate in <i>Bonhams'</i> opinion to advise upon the subject matter of the dispute in question or, in the absence of such a professional body, by the President of The Law Society of New South Wales from time to time;	1.5.2	subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, we will release the <i>Lot</i> to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the <i>Seller</i> ;
		12.2.2	such experts appointed in accordance with paragraph 11.2.1 will act as experts and not as arbitrators and their decision will be final and binding on the relevant parties;	1.5.3	we will provide guarantees in the terms set out in paragraphs 9 and 10.
		12.2.3	any other dispute relating to or arising out of the sale of the <i>Lot</i> or this agreement shall be finally resolved, if so required by <i>Bonhams</i> , by arbitration, under the UNCITRAL arbitration rules in force at the date of the reference to the arbitration, and the tribunal for such arbitration will consist of a single arbitrator appointed, in the absence of agreement between the <i>Seller</i> , you and (if applicable) <i>Bonhams</i> , by the President of The Law Society of New South Wales from time to time. The arbitration will take place in	1.6	We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, representation of fact in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams'</i> <i>Website</i> , or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the <i>Sale</i> . No such <i>Description</i> or <i>Estimate</i> is incorporated into this agreement between you and us. Any such <i>Description</i> or <i>Estimate</i> , if made by us or on our behalf, is given on a reasonable basis and honestly and (unless <i>Bonhams</i> itself sells the <i>Lot</i> as principal) made as agent on behalf of the <i>Seller</i> .

2	PERFORMANCE OF THE CONTRACT FOR SALE		the <i>Lot</i> on the then current standard terms and conditions agreed between <i>Bonhams</i> and the <i>Storage Contractor</i> (copies of which are available on request). If the <i>Lot</i> is stored at our premises storage fees at our current daily rates (currently a minimum of AU\$5.50 inclusive of <i>GST</i> per <i>Lot</i> per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our <i>Expenses</i> .	7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
3	PAYMENT				
3.1	Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i> , you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i> :	4.5	Until you have paid the <i>Purchase Price</i> and any <i>Expenses</i> in full the <i>Lot</i> will either be held by us as agent on behalf of the <i>Seller</i> or held by the <i>Storage Contractor</i> as agent on behalf of the <i>Seller</i> and ourselves on the terms contained in the <i>Storage Contract</i> .	7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;
3.1.1	the <i>Purchase Price</i> for the <i>Lot</i> ;				
3.1.2	a <i>Buyer's Premium</i> in accordance with the rates set out in the <i>Notice to Bidders</i> , and	4.6	You undertake to comply with the terms of any <i>Storage Contract</i> and in particular to pay the charges (and all costs of moving the <i>Lot</i> into storage) due under any <i>Storage Contract</i> . You acknowledge and agree that you will not be able to collect the <i>Lot</i> from the <i>Storage Contractor's</i> premises until you have paid the <i>Purchase Price</i> , any <i>Expenses</i> and all charges due under the <i>Storage Contract</i> .	7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
3.1.3	if the <i>Lot</i> is marked ^[A8] , an <i>Additional Premium</i> which is calculated and payable in accordance with the <i>Notice to Bidders</i> together with <i>GST</i> on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the <i>Sale</i> .			7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for sale) until all sums due to us have been paid in full;
3.2	You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.	4.7	You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i> .	7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
3.3	All payments to us must be made in the currency in which the <i>Sale</i> was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the <i>Notice to Bidders</i> . Our invoices will only be addressed to the registered <i>Bidder</i> unless the <i>Bidder</i> is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.	4.8	You will be wholly responsible for any removal, storage, or other charges for any <i>Lot</i> not removed in accordance with paragraph 4.2, payable at our current rates, and any <i>Expenses</i> we incur (including any charges due under the <i>Storage Contract</i>), all of which must be paid by you on demand and in any event before any collection of the <i>Lot</i> by you or on your behalf.	7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for sale) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us;
3.4	If <i>GST</i> is or will be payable on a supply of services made by us to you under or in connection with this agreement, where the sums payable are not expressly stated to include <i>GST</i> , the sums otherwise payable are increased by the amount of <i>GST</i> and you must make payment of the increase at the same time as you must pay the other sums due.	5	STORING THE LOT	7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .
3.5	We may deduct and retain for our own benefit from the monies paid by you to us the <i>Buyer's Premium</i> , the <i>Commission</i> payable by the <i>Seller</i> in respect of the <i>Lot</i> , any <i>Expenses</i> and <i>GST</i> and any interest earned and/or incurred until payment to the <i>Seller</i> .		We agree to store the <i>Lot</i> until the earlier of your removal of the <i>Lot</i> or until the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) and, subject to paragraphs 6 and 10, to be responsible as <i>bailee</i> to you for damage to or the loss or destruction of the <i>Lot</i> (notwithstanding that it is not your property before payment of the <i>Purchase Price</i>). If you do not collect the <i>Lot</i> before the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) we may remove the <i>Lot</i> to another location, the details of which will usually be set out in the <i>Notice to Bidders</i> . If you have not paid for the <i>Lot</i> in accordance with paragraph 3, and the <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly to <i>Bonhams'</i> order and we will retain our lien over the <i>Lot</i> until we have been paid in full in accordance with paragraph 3.	7.2	You agree to indemnify us against all legal and other costs, all losses and all other expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.
3.6	Time will be of the essence in relation to any payment payable to us. If you do not pay the <i>Purchase Price</i> , or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.			7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro - rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro - rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.
3.7	Where a number of <i>Lots</i> have been knocked down to you, any monies we receive from you will be applied firstly pro - rata to pay the <i>Purchase Price</i> of each <i>Lot</i> and secondly pro - rata to pay all amounts due to <i>Bonhams</i> .	6	RESPONSIBILITY FOR THE LOT	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.
4	COLLECTION OF THE LOT	6.1	Only on the payment of the <i>Purchase Price</i> to us will title in the <i>Lot</i> pass to you. However under the <i>Contract for Sale</i> , the risk in the <i>Lot</i> passed to you when it was knocked down to you.		
4.1	Subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, once you have paid to us, in cleared funds, everything due to the <i>Seller</i> and to us, we will release the <i>Lot</i> to you or as you may direct us in writing. The <i>Lot</i> will only be released on production of a stamped, paid invoice, obtained from our cashier's office.	6.2	You are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i> .		
4.2	You must collect and remove the <i>Lot</i> at your own expense by the date and time specified in the <i>Notice to Bidders</i> , or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i> .	7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS		
4.3	For the period referred to in paragraph 4.2, the <i>Lot</i> can be collected from the address referred to in the <i>Notice to Bidders</i> for collection on the days and times specified in the <i>Notice to Bidders</i> . Thereafter, the <i>Lot</i> may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the <i>Notice to Bidders</i> .	7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT
4.4	If you have not collected the <i>Lot</i> by the date specified in the <i>Notice to Bidders</i> , you authorise us, acting as your agent and on your behalf, to enter into a contract (the " <i>Storage Contract</i> ") with a <i>Storage Contractor</i> for the storage of	7.1.1	to terminate this agreement immediately for your breach of contract;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our reasonable discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
		7.1.2	to retain possession of the <i>Lot</i> ;		
		7.1.3	to remove, and/or store the <i>Lot</i> at your expense;		
		7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;		

8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	10	OUR LIABILITY	11	MISCELLANEOUS
8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	10.1	We acknowledge that certain laws imply terms, conditions or warranties into contracts for the supply of goods or services (including this agreement) that cannot be excluded. For example, for Consumers, services (including those under this agreement) come with non - excludable warranties under consumer protection legislation that they will be provided with due care and skill and be reasonably fit for their purpose (where the purpose is made known). We also acknowledge that certain other laws cannot be excluded. Nothing in paragraphs 10.2 to 10.4 is intended to exclude or restrict:	11.1	You may not assign either the benefit or burden of this agreement.
8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or			11.2	Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.			11.3	If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
8.2	The discretion referred to in paragraph 8.1:	10.1.1	the application of any consumer protection legislation; or		
8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	10.1.2	our liability for fraud or death or personal injury caused by our negligence (or any person under our control for whom we are legally responsible); or		
8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	10.1.3	any other liability to the extent that such liability may not be excluded or restricted on a matter of law.	11.4	Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
9	FORGERIES	10.2	Subject to paragraph 10.1, we will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Trade Practices Act 1974 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .	11.5	If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.3	Subject to paragraph 10.1, our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise due care and skill in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:	11.6	References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
9.2	Paragraph 9 applies only if:			11.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and	10.3.1	handling the <i>Lot</i> if it was affected at the time of sale to you by woodworm and any damage is caused as a result of it being affected by woodworm; or	11.8	In this agreement "including" means "including, without limitation".
9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and	10.3.2	changes in atmospheric pressure; nor will we be liable for:	11.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .	10.3.3	damage to tension stringed musical instruments; or	11.10	Reference to a numbered paragraph is to a paragraph of this agreement.
9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:	10.3.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.	11.11	Save as expressly provided in paragraph 11.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or	10.4.1	Subject to paragraph 10.1 we will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	11.12	Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction (and <i>Bonhams</i> enter into this agreement on trust for each such person).
9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our reasonable discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .	10.4.2	Subject to paragraph 10.1 in any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i>) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	12	GOVERNING LAW AND DISPUTE RESOLUTION
9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>GST</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .			12.1	Law
9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.				All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that state or territory of Australia where the <i>Sale</i> takes place and (except as provided in paragraph 12.2) we and you each submit to the exclusive jurisdiction of the courts of that state or territory of Australia, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction.
9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.				
9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .				
			You may wish to protect yourself against loss by obtaining insurance.		

- 12.2 Dispute Resolution
Unless the *Buyer* buys the *Lot* as a *Consumer* from the *Seller* selling in the course of *Business*:
- 12.2.1 any dispute concerning the *Description*, authorship, attribution, condition, provenance, authenticity, age, suitability, quality or origin of the *Lot*, or the conformity of the *Lot* with any *Description*, or whether the *Lot* is or is not a *Forgery* shall be referred, if so required by *Bonhams*, to an expert or a panel of up to three experts appointed, in the absence of agreement among the *Seller*, you and (if applicable) *Bonhams*, by the professional body most appropriate in *Bonhams'* opinion to advise upon the subject matter of the dispute in question or, in the absence of such a professional body, by the President of The Law Society of New South Wales from time to time;
- 12.2.2 such experts appointed in accordance with paragraph 11.2.1 will act as experts and not as arbitrators and their decision will be final and binding on the relevant parties;
- 12.2.3 any other dispute relating to or arising out of the sale of the *Lot* or this agreement shall be finally resolved, if so required by *Bonhams*, by arbitration, under the UNCITRAL arbitration rules in force at the date of the reference to the arbitration, and the tribunal for such arbitration will consist of a single arbitrator appointed, in the absence of agreement between the *Seller*, you and (if applicable) *Bonhams*, by the President of The Law Society of New South Wales from time to time. The arbitration will take place in Sydney and all proceedings (whether oral or written) will be conducted in the English language;
- 12.2.4 all costs and fees incurred in connection with the resolution of a dispute in accordance with paragraph 11.2 will be borne by the *Seller* and *Buyer* in such manner as the expert(s) or the arbitrator, as the case may be, determines.

DATA PROTECTION – USE OF YOUR INFORMATION

As a result of the services provided by us, we obtain personal data about you (which expression for the purposes of this paragraph only includes your employees and officers, if relevant). You agree to our use of it as follows.

We may use your data to notify you about changes to our services and to provide you with information about products or services that you request from us or which we feel may be of interest to you. Data about you may be analysed to identify your potential preferences for these purposes. We may disclose your data to any member of our group (which means our subsidiaries, our ultimate holding company and its subsidiaries as defined in section 9 of the Corporations Act 2001, including any overseas subsidiary). Subject to this, we will not disclose your data to any third party but we may from time to time provide you with information about goods and services provided by third parties which we feel may be of interest to you. Any member of our group may use your data for similar purposes.

We will keep your data for a period of six years from the date of your last contact with us so as to simplify any future registration. The data may be transferred to and stored outside Australia, particularly the United Kingdom, and you agree to this transfer. Even when information is stored outside Australia, we will continue to comply with the National Privacy Principles set out in the Australian Privacy Act.

You have the right to request us not to use your information for these purposes by contacting Bonhams 1793 Limited at 76 Paddington Street, Paddington, NSW 2021, Australia or by email at info.aus@bonhams.com.

APPENDIX 3

DEFINITIONS and GLOSSARY

Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.

LIST OF DEFINITIONS

“ABN” means the same as ABN means in the A New Tax System (Australian Business Number) Act 1999.

“Auctioneer” the representative of Bonhams conducting the Sale.

“Bidder” a person who has completed a Bidding Form.

“Bidding Form” our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

“Bonhams” Bonhams 1793 Limited or its successors or assigns. Bonhams is also referred to in the Buyer's Agreement, the Conditions of Business and the Notice to Bidders by the words “we”, “us” and “our”.

“Book” a printed book offered for sale at a specialist book sale.

“Business” includes any trade, business and profession.

“Buyer” the person to whom a *Lot* is knocked down by the Auctioneer. The Buyer is also referred to in the Contract of Sale and the Buyer's Agreement by the words “you” and “your”.

“Buyer's Agreement” the contract entered into by Bonhams with the Buyer (see Appendix 2 in the Catalogue).

“Buyer's Premium” the sum calculated on the Hammer Price at the rates stated in the Notice to Bidders.

“Catalogue” the Catalogue relating to the relevant Sale, including any representation of the Catalogue published on our Website.

“Commission” the commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form.

“Condition Report” a report on the physical condition of a *Lot* provided to a Bidder or potential Bidder by Bonhams on behalf of the Seller.

“Consignment Fee” a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business.

“Consumer” a consumer within the meaning of that term in the *Trade Practices Act 1974*.

“Contract Form” the contract form, or vehicle entry form, as applicable, signed by or on behalf of the Seller listing the Lots to be offered for sale by Bonhams.

“Contract for Sale” the sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue).

“Contractual Description” the only description of the *Lot* (being that part of the Entry about the *Lot* in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the *Lot* corresponds.

“Description” any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the Hammer Price).

“Entry” a written statement in the Catalogue identifying the *Lot* and its *Lot* number which may contain a description and illustration(s) relating to the *Lot*.

“Estimate” a statement of our opinion of the range within which the hammer is likely to fall.

“Expenses” charges and expenses paid or payable by Bonhams in respect of the *Lot* including legal expenses, banking charges and expenses incurred as a result of an electronic transfer of money, charges and expenses for loss and damage cover, catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproduction rights' fees, taxes (including GST), levies, costs of testing, searches or enquiries, preparation of the *Lot* for sale, storage charges, removal charges or costs of collection from the Seller as the Seller's agents or from a defaulting Buyer, plus GST if applicable.

“Forgery” an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the Sale had a value materially less than it would have had if the *Lot* had not been such an imitation, and which is not stated to be such an imitation in any description of the *Lot*. A *Lot* will not be a Forgery by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the *Lot*, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the *Lot* as one conforming to the description of the *Lot*.

“GST” means the same as GST means in the A New Tax System (Goods and Services Tax) Act 1999.

“Guarantee” the obligation undertaken personally by Bonhams to the Buyer in respect of any Forgery and, in the case of specialist Stamp sales and/or specialist Book sales, a *Lot* made up of a Stamp or Stamps or a Book or Books as set out in the Buyer's Agreement.

“Hammer Price” the price in the currency in which the Sale is conducted (including GST, if any) at which a *Lot* is knocked down by the Auctioneer.

“Loss and Damage Warranty” means the warranty described in paragraph 8.2.1 of the Conditions of Business.

“Loss and Damage Warranty Fee” means the fee described in paragraph 8.2.3 of the Conditions of Business.

“Lot” any item consigned to Bonhams with a view to its sale at auction or by private treaty (and reference to any *Lot* will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for sale as one *Lot*).

“Motoring Catalogue Fee” a fee payable by the Seller to Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles

and in respect of the promotion of sales of motor vehicles.

“Notional Charges” the amount of Commission and GST which would have been payable if the *Lot* had been sold at the Notional Price.

“Notional Fee” the sum on which the Consignment Fee payable to Bonhams by the Seller is based and which is calculated according to the formula set out in the Conditions of Business.

“Notional Price” the latest in time of the average of the high and low estimates given by us to you or stated in the Catalogue or, if no such estimates have been given or stated, the Reserve applicable to the *Lot*.

“Notice to Bidders” the notice printed at the back or front of our Catalogues.

“Purchase Price” the Hammer Price.

“Reserve” the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

“Sale” the auction sale at which a *Lot* is to be offered for sale by Bonhams.

“Sale Proceeds” the net amount due to the Seller from the sale of a *Lot*, being the Hammer Price less the Commission, any GST chargeable thereon, Expenses and any other amount due to us in whatever capacity and howsoever arising.

“Seller” the person who offers the *Lot* for sale named on the Contract Form. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the Contract Form acts as an agent for a principal (whether such agency is disclosed to Bonhams or not), “Seller” includes both the agent and the principal who shall be jointly and severally liable as such. The Seller is also referred to in the Conditions of Business by the words “you” and “your”.

“Specialist Examination” a visual examination of a *Lot* by a specialist on the *Lot*.

“Stamp” means a postage stamp offered for sale at a Specialist Stamp sale.

“Standard Examination” a visual examination of a *Lot* by a non - specialist member of Bonhams' staff.

“Storage Contract” means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the Buyer's Agreement (as appropriate).

“Storage Contractor” means the company identified as such in the Catalogue.

“Terrorism” means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.

“Trust Account” the bank account of Bonhams into which all sums received in respect of the Purchase Price of any *Lot* will be paid, such account to be a distinct and separate account to Bonhams' normal business bank account. **“Website”** Bonhams website at www.bonhams.com.

“Withdrawal Notice” the Seller's written notice to Bonhams revoking Bonhams' instructions to sell a *Lot*.

“Without Reserve” where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings: -

“bailee”: a person to whom goods are entrusted.

“indemnity”: an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression “indemnify” is construed accordingly.

“interpleader proceedings”: proceedings in the Courts to determine ownership or rights over a *Lot*.

“knocked down”: when a *Lot* is sold to a Bidder, indicated by the fall of the hammer at the Sale.

“lien”: a right for the person who has possession of the *Lot* to retain possession of it.

“risk”: the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.

“title”: the legal and equitable right to the ownership of a *Lot*.

“tort”: a legal wrong done to someone to whom the wrong doer has a duty of care.

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