

Bonhams



Important Australian Art

Sydney | 26 June 2019



Important Australian Art

Sydney | Wednesday 26 June 2019 at 6pm

MELBOURNE VIEWING

Como House
Williams Rd & Lechlade Ave
South Yarra VIC 3141

Friday 14 – Sunday 16 June
10am – 5pm

SYDNEY VIEWING

36 – 40 Queen St
Woollahra NSW 2025

Friday 21 – Tuesday 25 June
10am – 5pm

AUCTION

36 - 40 Queen Street
Woollahra NSW 2025

Wednesday 26 June at 6pm

SALE NUMBER

25468

ILLUSTRATIONS

Front cover: Lot 25
Inside front: Lot 28 & 29
Inside back: Lot 48
Back cover: Lot 1

CATALOGUE

\$30.00

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Sydney



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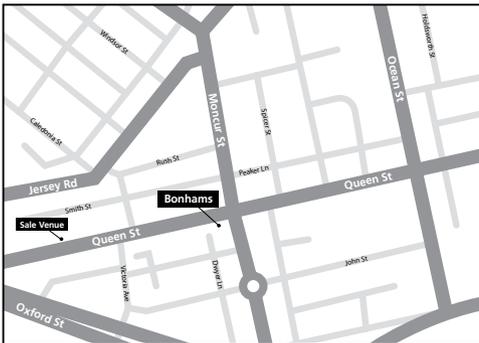


Merryn Schriever
Director
Australian and International Art
Specialist

Francesca Cavazzini
Aboriginal and International Art
Art Specialist

Alex Clark
Australian and International Art
Specialist

Venues



Important Australian Art

Lots 1 – 87



1

CRESSIDA CAMPBELL (BORN 1960)

Mixed Bunch, 1984

numbered, titled, signed and dated below image:

'6/7 MIXED BUNCH Cressida Campbell '84'

woodblock print, edition: 6/7

60.0 x 44.0cm (23 5/8 x 17 5/16in).

\$8,000 - 12,000

Provenance

Mori Gallery, Sydney

The IBM Collection, Australia

Exhibited

Cressida Campbell: Woodblocks, Woodblock Prints and Paintings,
Mori Gallery, Sydney, 12 - 30 March 1985



2

CRESSIDA CAMPBELL (BORN 1960)

Chrysanthemums, 1984

numbered, titled, signed, dated below image:

'6/7 CHRYSANTHEMUMS Cressida Campbell '84'

woodblock print, edition: 6/7

44.0 x 35.0cm (17 5/16 x 13 3/4in).

\$5,000 - 8,000

Provenance

Mori Gallery, Sydney

The IBM Collection, Australia

Exhibited

Cressida Campbell: Woodblocks, Woodblock Prints and Paintings,

Mori Gallery, Sydney, 12 - 30 March 1985



3

CRESSIDA CAMPBELL (BORN 1960)

Native Pear, 1984

numbered, titled, signed and dated below image:

'6/7 NATIVE PEAR Cressida Campbell '84'

woodblock print, edition: 6/7

34.5 x 15.0cm (13 9/16 x 5 7/8in).

\$4,000 - 6,000

Provenance

Mori Gallery, Sydney

The IBM Collection, Australia

Exhibited

Cressida Campbell: Woodblocks, Woodblock Prints and Paintings,

Mori Gallery, Sydney, 12 - 30 March 1985

4

JOHN MAWURNDJUL (BORN CIRCA 1952)

Rainbow Serpent and Water Lilies, 1997
natural earth pigments on paper
100.0 x 50.0cm (39 3/8 x 19 11/16in).

\$7,000 - 10,000

Provenance

Aboriginal Dreamtime Gallery, Alice Springs
Private collection, Melbourne

This work is accompanied by Aboriginal Dreamtime Gallery documentation, which states that this work depicts the rainbow serpent Ngalyod, son of Yingana and brother of Ngalkunburriyaymi. Ngalyod is the most powerful of the three, moving across the whole of Western Arnhem Land and adjacent islands and able to punish wrongdoing.

Ngalyod has many manifestations. In this work he appears with the body of a python and the head of a crocodile. He typically swallows his victims or brings about a great flood in order to punish larger groups. Ngalyod controls the seasons and spends the dry season in a pool within a deep gorge or beside one of his sacred sites. He brings rains to replenish the water in rivers and billabongs in which animals and plants flourish.

In her essay *Mardayin Maestro* for the catalogue accompanying Mawurndjul's recent retrospective at the Museum of Contemporary Art Australia, Hetti Perkins discusses the artist's rainbow serpent paintings: 'Mawurndjul's exponential growth as an artist may perhaps be best traced in his paintings of Ngalyod, the Rainbow Serpent, which expanded in size and complexity as his ceremonial experience, confidence and authority grew...It appears that each iteration offers the artist an opportunity to experiment with the complexity of successfully resolving the theoretical incommensurability of curved and angular geometries existing on one plane. Mawurndjul tests the ability of the rarrk to suggest the potential and kinetic energy of the serpent.' The Ngalyod paintings '...act as a definitive warnings...illustrating the vengeful capacity of beings to punish transgressors or those who do not have ritual authority'.

John C. Altman et al., *John Mawurndjul : I am the old and the new*, Museum of Contemporary Art Australia, Sydney and Art Gallery of South Australia, Adelaide, 2018, pp. 25-26





5

MAKER UNKNOWN

A Bardi shield, Western Australia
stamped verso: 'A A ATT'
natural earth pigments,
carved hardwood
height: 72.0cm (28 3/8in).

\$1,800 - 2,500

Provenance

Bamfords Auctioneers,
United Kingdom
Private collection,
New South Wales



6

MAKER UNKNOWN

A Wunda shield, Western Australia
natural earth pigments,
carved hardwood
height: 65.0cm (25 9/16in).

\$1,500 - 1,800

Provenance

Tad Dale, Santa Fe, United States
Private collection, New South Wales

7

MAKER UNKNOWN

A pair of boomerangs, Yuendumu and a club, Western Desert,
Northern Territory, 1920s-1930s

natural earth pigments, carved hardwood

lengths: 62.0cm (24 7/16in)., 64.0cm (25 3/16in)., 74.0cm (29 1/8in).

\$2,000 - 3,000

Provenance

Private collection, Sydney



8

PADDY BEDFORD (CIRCA 1922-2007)

Garnkoorlbany - Jack Flood, 2000

inscribed verso: 'PB / PB82000.90 / PADDY BEDFORD / JIRRAWUN
ABORIGINAL / ART CORPORATION / BOW RIVER STATION / EAST
KIMBERLEY / AUSTRALIA (08)'

natural earth pigments and synthetic binder on linen

122.0 x 135.0cm (48 1/16 x 53 1/8in).

\$20,000 - 25,000

Provenance

Jirrawun Aboriginal Arts, Kununurra

Private collection, Sydney

Literature

Russell Storer, *Paddy Bedford*, Museum of Contemporary Art, Sydney, 2006, p. 148 (illus.)

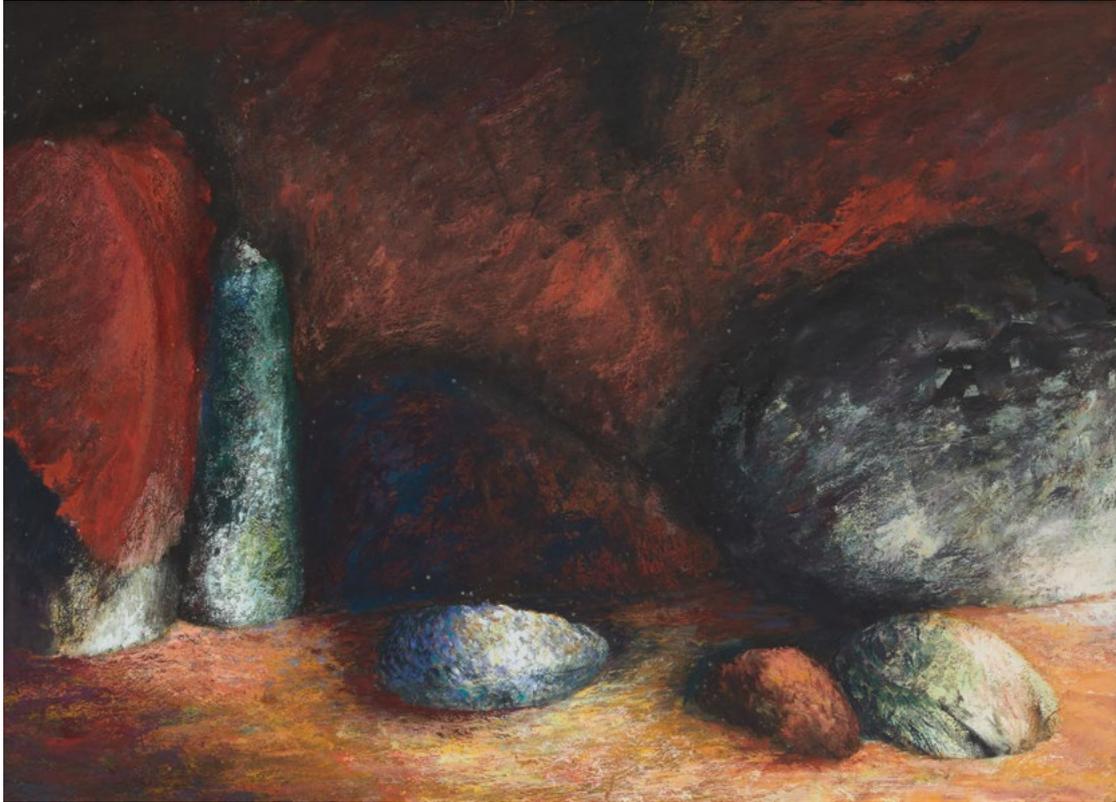
In his essay 'Are we Strangers in this Place' for the 2006 *Paddy Bedford* retrospective catalogue, Michiel Dolk observes a strong visual affinity between Bedford's works and Abstract Expressionism, citing American and European forms of modernist painting by artists such as Arp, Miro, Picasso, Motherwell, Gottlieb, Rothko and Guston. The Melanesian and Oceanic influences in Jean Arp's work in particular 'may help to explain the often striking parallels between the metamorphic animation of figure-ground relationships in his motifs and those in PB's work. *Garnkoorlbany - Jack Flood*, 2000 undoubtedly shares 'Arp's conception of pictorial form', which Dolk aptly demonstrates by illustrating the current work alongside Arp's *Untitled (White Shapes on Black Background)*, 1917.¹

Despite its modern aesthetic, Bedford draws on his ancestral stories for the subject of his work. This painting takes its name from Garnkoorlbany, 'a place of a wattle tree (*Acacia pellita*) used to poison fish.' Small branches of this tree, which has lots of curly seed pods, are swished through the water giving an effect like soap. The fish rise gasping to the surface and can then be grabbed easily..Jack Flood is in the northern part of the artist's father's country going towards Pelican Hole.²

1. Russell Storer, *Paddy Bedford*, Museum of Contemporary Art, Sydney, 2006, pp. 41-42

2. Ibid, 133





9

SUSAN NORRIE

Untitled (Study for Tapestry), 1986

oil on board

35.0 x 48.5cm (13 3/4 x 19 1/8in).

\$2,000 - 3,000

Provenance

The IBM Collection, Australia



10

SUSAN NORRIE (BORN 1953)

Untitled, 1987

woven wool and cotton tapestry

woven by Sue Batten (signed verso)

171.0 x 248.0cm (67 5/16 x 97 5/8in).

\$8,000 - 12,000

Provenance

Victorian Tapestry Workshop, Melbourne (label attached verso)

Mori Gallery, Sydney

The IBM Collection, Australia, commissioned from the above





11

DAVID ASPDEN (1935-2005)

Pennant Hills, No. 1, 1975

titled and dated verso: '1975 PENNANT HILLS NO. 1'

synthetic polymer paint on canvas

158.0 x 302.5cm (62 3/16 x 119 1/8in).

\$30,000 - 38,000

Provenance

Roslyn Oxley Gallery, Sydney

The IBM Collection, Australia, acquired from the above in 1983

Exhibited

The Wrong Place, Five Sydney Painters: David Aspden, Sydney Ball, Michael Johnson, John Peart, John Firth-Smith, Tasmanian School Art Gallery, University of Tasmania, Hobart, 18 July - 12 August 1983, cat. 2 as "Untitled" (*Pennant Hills Series*) (label attached verso)

This lot is offered with wide discretion on the reserve.



12

MARGARET OLLEY (1923-2011)

Model Resting, 1999

signed lower right: 'Olley'

titled verso: 'MODEL RESTING'

oil on board

46.0 x 61.0cm (18 1/8 x 24in).

\$12,000 - 18,000

Provenance

Philip Bacon Galleries, Sydney (in conjunction with Brian Moore Fine Art)

Gallery 460, Gosford

Private collection, Sydney

Exhibited

Margaret Olley, Philip Bacon Galleries in conjunction with Brian Moore

Fine Art, Sydney, 18 October - 4 November 2000, cat. 27

Margaret Olley, a friend to many, was highly regarded as a mentor to, and great supporter of, younger artists. Cressida Campbell and Ben Quilty both blossomed under her watchful eye. Also in her circle was Robert Barnes, a Brisbane-born artist known for his use of thick impasted oil paint. In 1999, Olley organised a painting day with a life model for herself and Barnes, with Barnes shown here in the foreground. Barnes' resulting work *Macbeth's Visitor*, 1999, was gifted by Olley to the Art Gallery of New South Wales where it remains in the permanent collection. The work was selected by Olley for inclusion in the 2002 exhibition *Favourites: Margaret Olley and Jeffrey Smart*, which was held at the S.H. Ervin Gallery, Sydney.

We gratefully acknowledge the kind assistance of The Olley Project (courtesy of the Margaret Olley Art Trust and Philip Bacon Galleries, Brisbane) in cataloguing this work.



13

ROLAND WAKELIN (1887-1971)

House on Berry's Bay, 1936

signed and dated lower left: 'R. Wakelin 1936'

oil on canvas on board

49.5 x 75.0cm (19 1/2 x 29 1/2in).

\$12,000 - 16,000

Provenance

Mr John D. Moore, Sydney

thence by descent

Private collection, New South Wales

Exhibited

possibly, *Roland Wakelin*, Macquarie Galleries, Sydney,

2 - 14 November 1936, cat. 28, as *Berry's Bay*

The 1930s were a pivotal decade for Roland Wakelin. In 1934 he was elected a member of the Society of Artists and the following year, he staged his first commercially successful exhibition with Macquarie Galleries. His work had begun to shift in style, with the 1935 exhibition noticeably different from his earlier works. Referring to the new manner, the Sydney Morning Herald's critic noted '... a growing delicacy and mellowness of expression. The Cezanne-like period seems to have passed its zenith, giving place to passages of pure lyricism which point to the ascendancy of other stars.'¹ From the exhibition, the Art Gallery of New South Wales acquired *Mount Wellington, Tasmania*, a landscape similar in scope and scale. By 1938, his work was included in a major survey of 150 years of Australian art and in 1942, he was the subject of a retrospective at the Art Gallery of New South Wales.

This new, gentler mode observed in the 1935 exhibition was to carry Wakelin through the next thirty years of his practice. He continued to focus on landscapes, revisiting the harbour and most particularly, Berry's Bay, with the occasional interior and some portraits. As James Gleeson noted, 'For all his interest in theory and ideas, Wakelin never wandered very far from the visual facts. Unlike many who found inspiration in Cezanne, he was never tempted to take the steps that would lead to complete abstraction. Instead he used the discoveries of the master to draw him closer to the realities of natural form and it is in the work from 1934 onwards, when all earlier influences had been assimilated, that the essential Wakelin emerged.'²

1. *Sydney Morning Herald*, Sydney, 2 June 1935, p. 4

2. James Gleeson, 'Tribute to a Pioneer', Sun, Sydney, 5 April 1967, p. 36



14

JOHN RICHARD PASSMORE (1904-1984)

Study for The Bathers, c.1951

oil on masonite

44.5 x 70.0cm (17 1/2 x 27 9/16in).

\$14,000 - 18,000

Provenance

John D. Moore, Sydney

thence by descent

Private collection, New South Wales

Related Work

The Bathers, 1951, oil on composition board,

91.0 x 183.0cm, private collection

Whilst residing in London having relocated in 1933, John Passmore was working for Lintas Pty Ltd as a layout artist during the day and attending evening classes at the Westminster School of Art, studying under Mark Gertler and Bernard Meninsky. Living in London gave Passmore the opportunity to be surrounded by the historically significant works of artists such as Rembrandt, Tintoretto, Cézanne and Picasso, all of whom had a profound influence.

On his return to Australia in 1951 Passmore's paintings were frequently characterised by figurative displays, often situated along the Sydney waterfront. The present work, *Study for The Bathers*, is poised between figuration and abstraction. Passmore accentuates the bathers mid-dive by surrounding the figures with areas void of paint.

Fellow artist, Elwyn Lynn, discusses Passmore's figurative works in his 1985 *Art and Australia* article: 'It is Passmore's group of bathers and nudes even if, unlike the grey works, the colours derive from Cézanne...The grouping seems almost fortuitous in its dispersal; Cézanne would make a pyramidal pile of very still nudes, distinctly separated from the landscape, but Passmore has them lying in varied postures and so dispersed that they are either emerging from or merging with the landscape.'¹

1. Elwyn Lynn, 'John Passmore and the legend of Paul Cézanne', *Art and Australia*, Vol. 23, No. 1, Spring 1985, p. 60



15

JUSTIN O'BRIEN (1917-1996)

Brian and Molly Midlane, c.1945

oil on canvas

55.0 x 29.5cm (21 5/8 x 11 5/8in).

\$12,000 - 18,000

Provenance

A gift to the vendor's parents by the artist c.1948 when Justin O'Brien was living at Merioola and teaching at Cranbrook

Lawson's, Sydney, 11 April 2000, lot 112

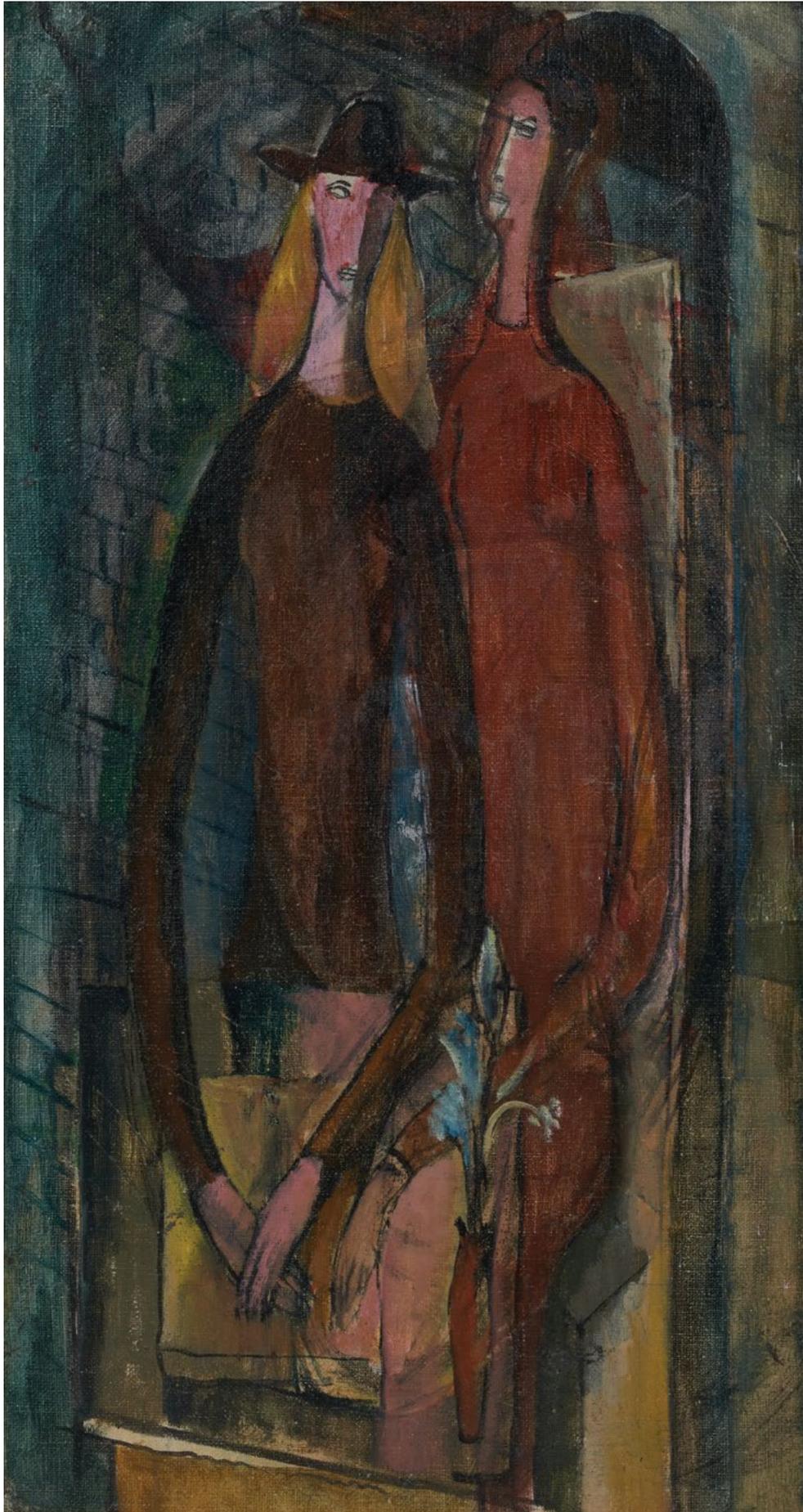
Eva Breuer Art Dealer, Sydney (label attached verso)

Private collection, Sydney

Private collection, Sydney, a gift from the above

Related Work

Brian and Molly Midlane, c.1945, oil on canvas, 89.0 x 56.0cm, in the collection of the Queensland Art Gallery, Brisbane



16

ARTHUR BOYD (1920-1999)

Moses Striking the Rock, c.1951
ceramic painting, tile diptych
43.0 x 76.0cm (16 15/16 x 29 15/16in).

\$20,000 - 30,000

Provenance

Private collection
Deutscher ~ Menzies, Sydney, 4 March 2003, lot 92
Private collection, Sydney

Exhibited

possibly, *Ceramic Paintings by Arthur Boyd*, Peter Bray Galleries, Melbourne, 26 August - 5 September 1952, cat. 30
possibly, *Ceramic Paintings by Arthur Boyd*, Macquarie Galleries, Sydney, 15 - 27 October 1952, cat. 31

Literature

possibly, Franz Philipp, *Arthur Boyd*, Thames & Hudson, London, 1967, p. 250, cat. 6.24

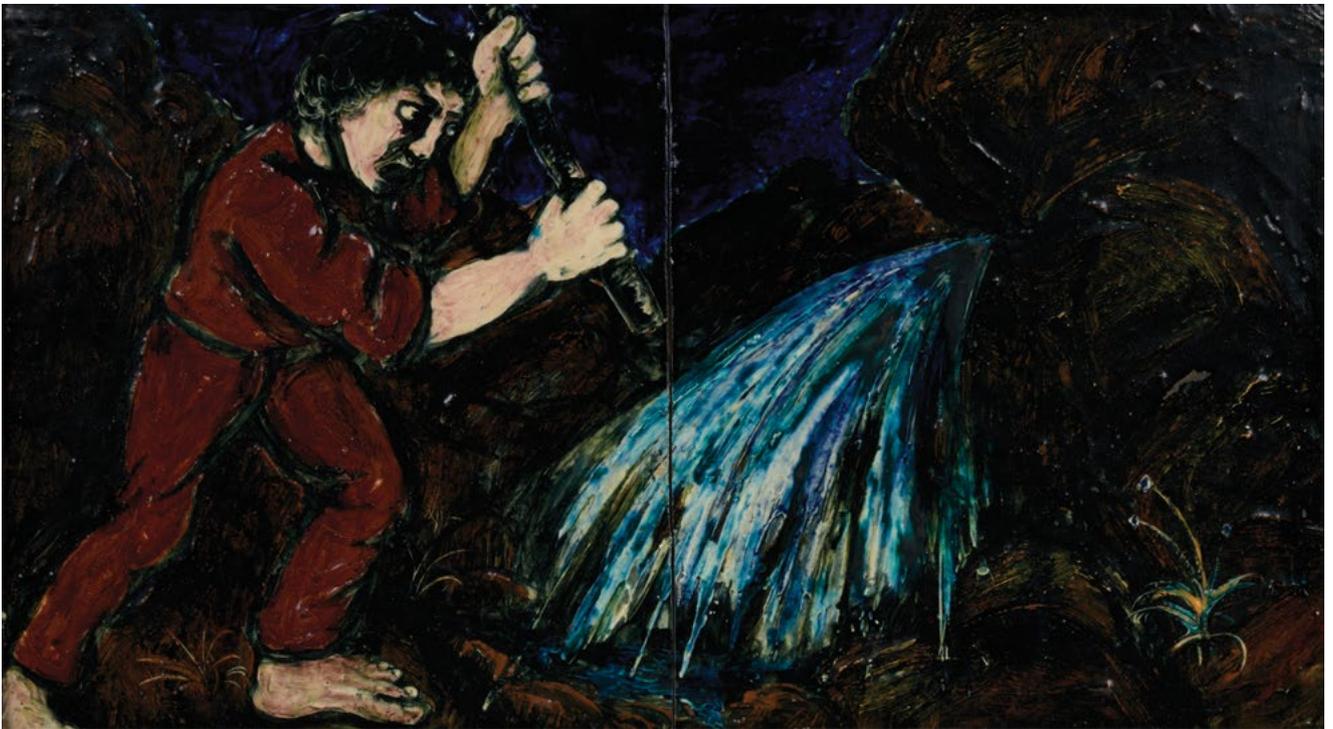
Related Work

Moses Striking the Stone, 1951-52, 57.0 x 57.0cm, ceramic, in the collection of the National Gallery of Australia, Canberra

'Arthur Boyd's transition from functional ceramics to ceramic paintings was made via a kitchen dresser which he decided to decorate in commercial tiles (used in the pottery by 1949), to emulate the brilliant glazes of 'a marvellous piece of Majolica ware'. Finding that he did not like the tile surface he devised a means of making his own, and then progressed to making tiles as works of art in their own right, completing approximately 100 ceramic paintings over the next four years. These works arguably remained the focus of Boyd's most intense energy until the commencement of the Bride paintings in 1956; a series which owes much to the compositional devices of the ceramic paintings.

Boyd did not view landscape as an appropriate subject for the tiles, which are virtually all figure studies. Although the artist has claimed no particular commitment to religious faith, he returned in the ceramics to incidents from biblical and mythological sources. Many appear to have been conceived as 'parables' on human good and corruptibility, and suffering through weakness, yet as Arnold Shore pointed out, Boyd's narratives are 'hardly reeking with reverence'. The works bear the imprint of Rembrandt, perhaps the most humane and psychologically penetrating interpreter of the Bible, and at their centre is a code of morality wider than religious prescription.'

Deborah Edwards in Barry Pearce, *Arthur Boyd Retrospective*, Art Gallery of New South Wales, Sydney, 1993, p. 171





17

DALE FRANK (BORN 1959)

Pseudo Dilemma of the Super Dado - Nano Nano, 1993

synthetic polymer paint on canvas

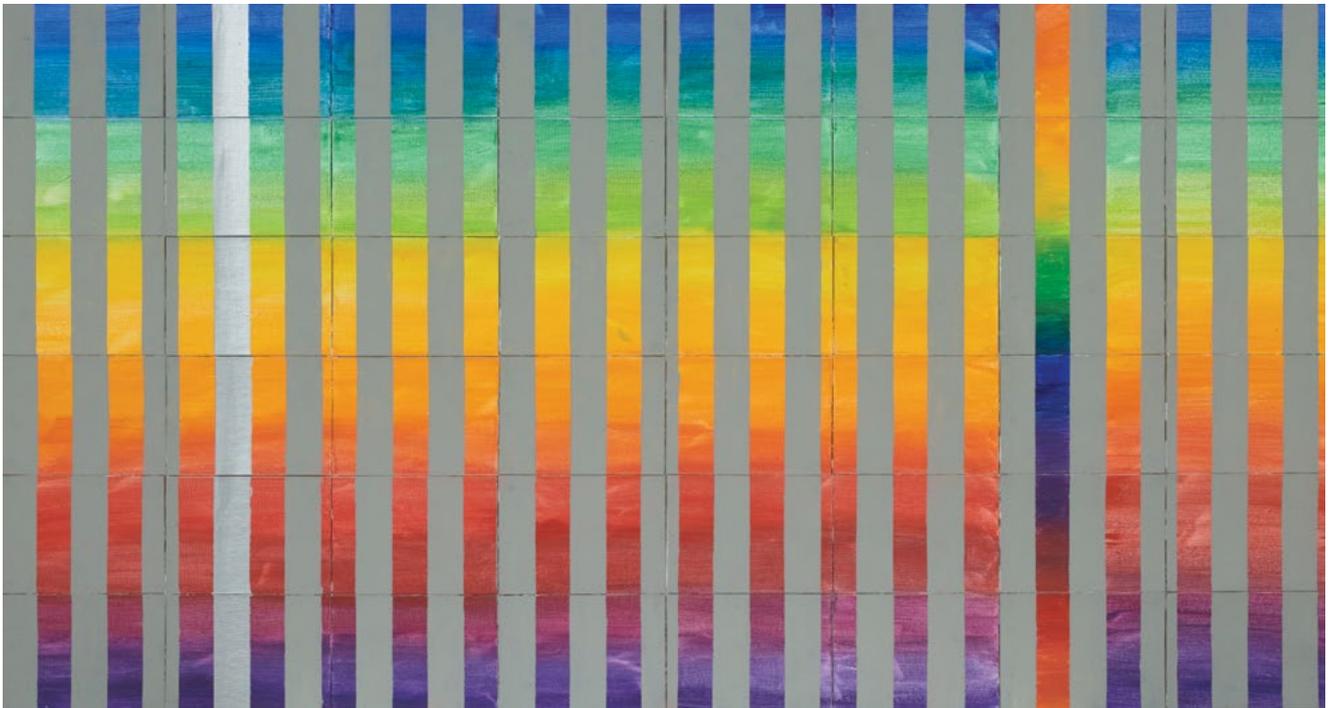
183.0 x 183.0cm (72 1/16 x 72 1/16in).

\$6,000 - 9,000

Provenance

Karyn Lovegrove Gallery, Melbourne

The IBM Collection, Australia



18

IMANTS TILLERS (BORN 1950)

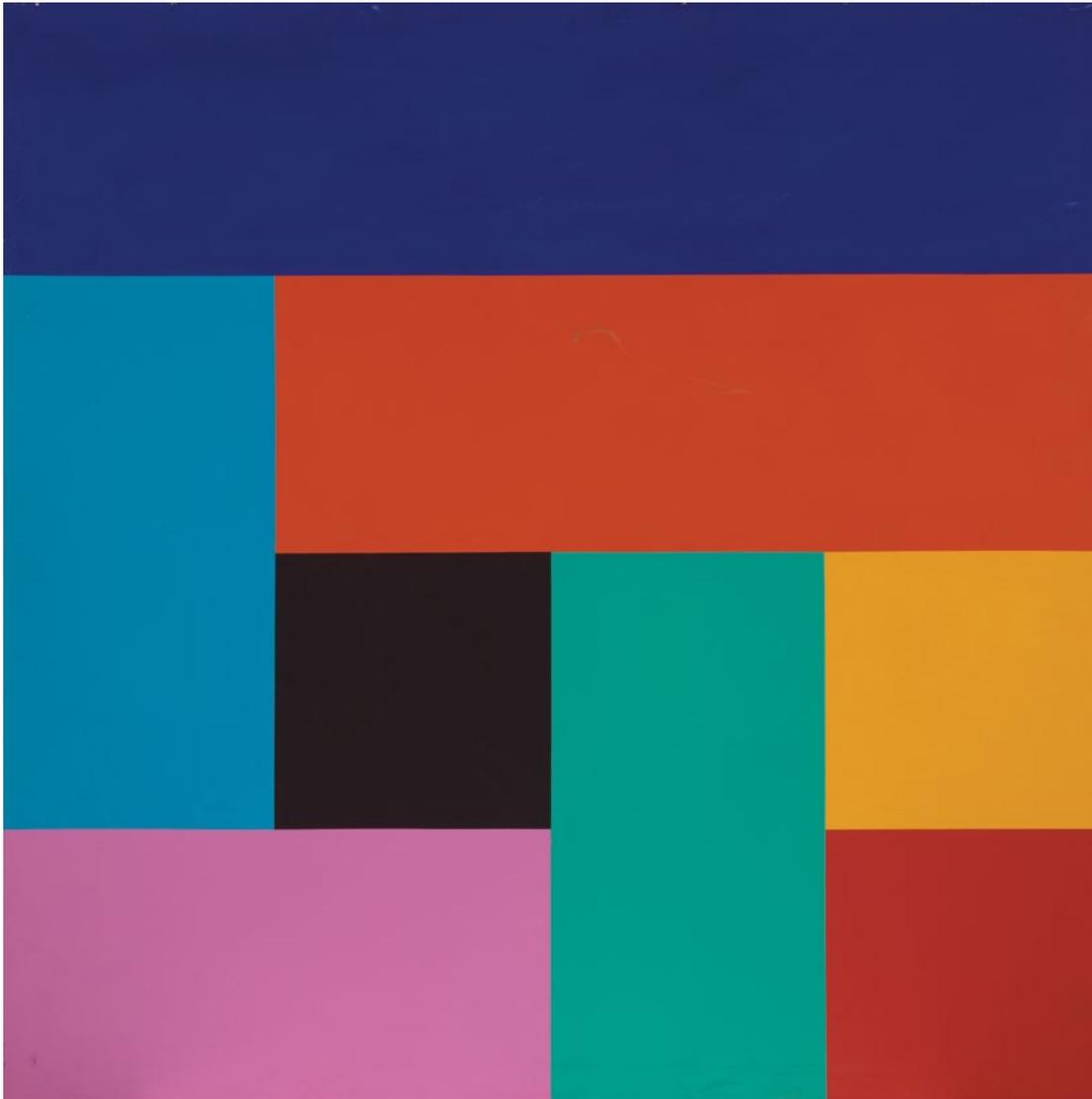
Atmospheric Resemblances, 1988

synthetic polymer paint and gouache on 48 canvasboards,
each panel numbered sequentially with stencil verso: 16545 - 16592
76.5 x 142.5cm (30 1/8 x 56 1/8in).

\$8,000 - 12,000

Provenance

The IBM Collection, Australia



19

ROBERT OWEN (BORN 1937)

Untitled VIII, Origami Series, 1992
titled, and signed verso: 'UNTITLED VIII /
(ORIGAMI SERIES) / Robert Owen'
synthetic polymer paint on canvas
122.0 x 122.0cm (48 1/16 x 48 1/16in).

\$6,000 - 9,000

Provenance

City Gallery, Melbourne
The IBM Collection, Australia

Exhibited

Robert Owen: Sunrise, City Gallery, Melbourne, March 1993, cat. 2



20

RICHARD LARTER (1929-2014)

Epicycloidal Sliding Shift, 1983
initialled and dated lower right: 'R.L. 8.1983.'
synthetic polymer paint on canvas
179.0 x 128.5cm (70 1/2 x 50 9/16in).

\$5,000 - 7,000

Provenance

The IBM Collection, Australia (label attached verso)

Exhibited

possibly, *Richard Larter*, Stuart Gerstman Galleries, Melbourne,
6 March - 4 April 1983

Related Work

Epicycloidal Sliding Shift (SG2), 1983, synthetic polymer paint on
canvas, 173.4 x 150.4cm, in the collection of the Art Gallery of
New South Wales, Sydney

HOWARD ARKLEY (1951-1999)

Scalloped Bracket, 1998

signed, and dated verso: 'Howard Arkley. 98. S.B'

titled, dated and signed on the side: 'SCALLOPED BRACKET / 1998 / Howard Arkley'

synthetic polymer paint on canvas and wood

40.5 x 70.0 x 53.5cm (15 15/16 x 27 9/16 x 21 1/16in).

\$10,000 - 15,000

Provenance

Private collection, Melbourne

Kalli Rolfe Contemporary, Melbourne

Private collection, Melbourne

Deutscher and Hackett, Melbourne, 27 August 2008, lot 83

(set of three)

Art Nomad, Melbourne

Private collection, New South Wales

Exhibited

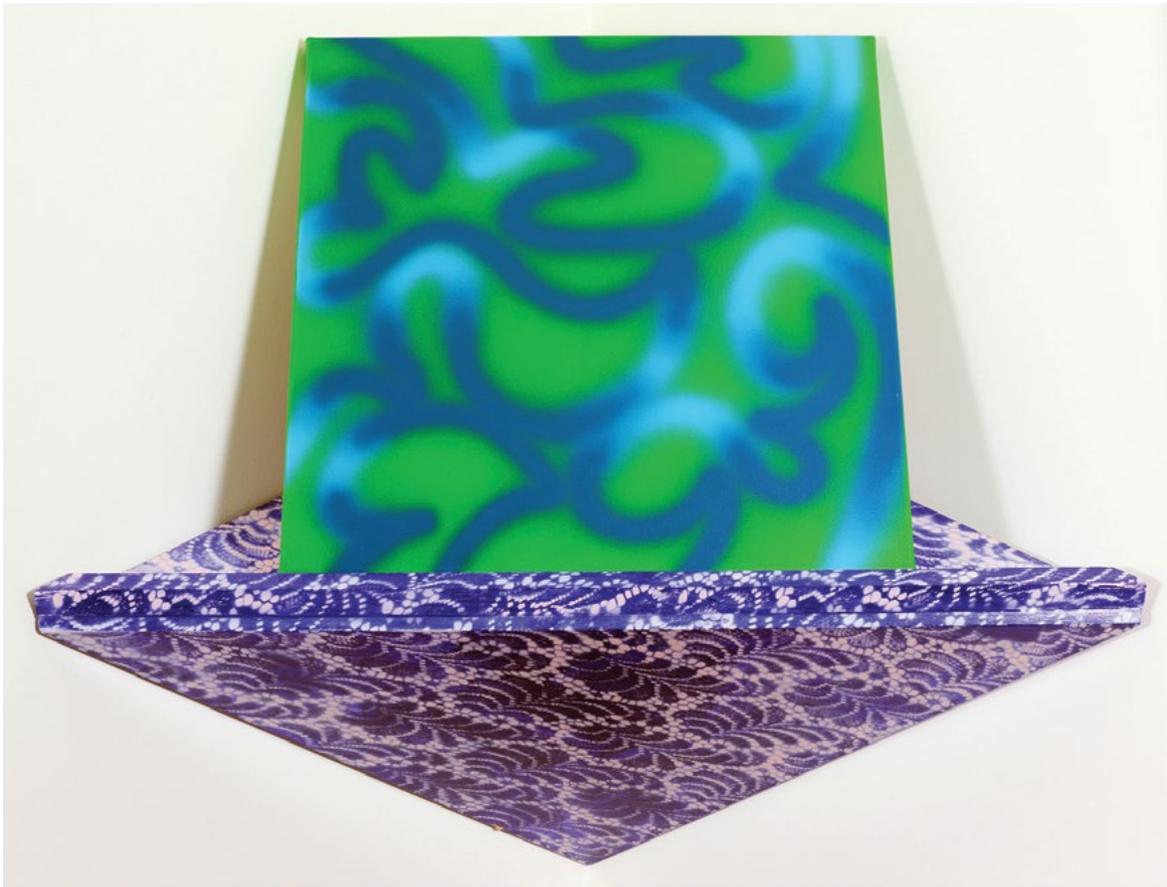
Howard Arkley: Fabricated Rooms 1997 and Sampling 1998, Tolarno Galleries, Melbourne, 28 November - 24 December 1998, cat. 17

Literature

John Gregory, *Carnival in Suburbia, The Art of Howard Arkley*, Cambridge University Press, Melbourne, 2006, p. 78 (illus. in situ)

In his book, *Carnival in Suburbia: The Art of Howard Arkley*, John Gregory discusses the exhibition 'Sampling' in which the present work was included; 'Arkley teased the viewer here by narrowing the gap between commerce and art – or at least by drawing attention to this contemporary phenomenon (in consumer culture, nothing is exempt from the dictates of commercialism and advertising). His carefully constructed display stands and trestles echo real-world examples; his source material for this show included photographs taken in various retail settings near his Oakleigh home. He also insisted that his stands and cases should 'work', serving to display a changing selection of patterns and samples, in the form of small decorative canvases, thus accentuating the idea of the show as a simulacrum of the retail ritual.

Pattern plays an even more sophisticated role in 'Sampling', and the related works that followed in 1999, than in any of Arkley's previous art. The layers of stencilled pattern weave an intricate, faintly exotic web across the surfaces of these works, countermanding the crass commercial semiotics of the show with a delicious serve of delicacy and elegance...'





22

AIDA TOMESCU (BORN 1955)

Zbor I, 1991

initialled and dated lower right: 'ACT 91'

mixed media on paper

120.5 x 79.5cm (47 7/16 x 31 5/16in).

\$3,000 - 5,000

Provenance

The IBM Collection, Australia



23

AIDA TOMESCU (BORN 1955)

Zbor V, c.1989

mixed media on paper

121.0 x 80.0cm (47 5/8 x 31 1/2in).

\$3,000 - 5,000

Provenance

The IBM Collection, Australia



24

AIDA TOMESCU (BORN 1955)

Zbor II, 1991

initialled and dated lower right: 'ACT 91'

mixed media on paper

119.0 x 79.5cm (46 7/8 x 31 5/16in).

\$3,000 - 5,000

Provenance

The IBM Collection, Australia

IAN FAIRWEATHER (1891-1974)

Spring, 1964

titled on painted artist's label verso: 'Spring'

synthetic polymer paint and gouache on cardboard on hardboard
96.0 x 67.0cm (37 13/16 x 26 3/8in).**\$200,000 - 280,000****Provenance**

Macquarie Galleries, Sydney

Private collection, Sydney

Exhibited*Easter Exhibition*, Macquarie Galleries,
Sydney, 3 - 22 April 1974, cat. 7**Literature**Murray Bail, *Fairweather*, Murdoch Books, Sydney, pp. 209-10, 259,
pl. 181, cat. 208 (illus.)Ian Fairweather interview by Hazel de Berg in 1965 in the Hazel de
Berg collection (sound archive), National Library of Australia, 1655325
Trania Smith interviewed in 1965 by Hazel de Berg in the Hazel de
Berg collection [sound recording], National Library of Australia, 279650
Macquarie Galleries Papers, 1981, Edmund and Joanna Capon
Research Library, Art Gallery of New South Wales**Related Work***Winter*, 1964, synthetic polymer paint and gouache on cardboard
on hardboard, 100.0 x 71.0cm, private collection, Melbourne*Summer*, 1964, synthetic polymer paint and gouache on cardboard
on hardboard, 71.7 x 101.6cm, private collection*Autumn*, 1964, synthetic polymer paint and gouache on cardboard
on hardboard, 93.0 x 64.5cm, private collection, Melbourne*Conversation with Edit Daws and the author*

When Treania Smith, the co-owner with Lucy Swanton of the Sydney art gallery, Macquarie Galleries, visited Lina Bryans' house in Melbourne in 1946, she expressed interest in the work of Ian Fairweather who at the time was renting a room in the house. It would be a very difficult thing, Jock Frater and Bryans told her, but a few days later he said, with some surprise, that Fairweather had 'consented' to put some of his work in a room where she could view it. As she walked down the corridor towards the room, she heard footsteps behind her and sensed it was the reclusive artist but knew that 'like Lot's wife' she had better not look around. In the room she nervously viewed the works, while Fairweather watched her through a chink in the door. She was, she later said, terrified that she might say the wrong thing and lose him.

Fairweather refused anyway and soon after left for North Queensland. Then in about 1949, he wrote to Smith out of the blue. 'The wolf is at the door', he wrote and asked if she could sell some paintings for him. She did, very quickly, Hal Missingham buying two for the Art Gallery of New South Wales. Smith sent Fairweather a 'fiver' (£5 note), 'a lot of money in those days,' and from that time on forged a professional and personal relationship with the artist that would last until his death in 1974.

Every month she wrote to him, and every month he wrote back. Then the letters stopped and Fairweather suddenly disappeared. 'We thought he was dead', Smith said. Soon after news came that he had been thrown into gaol in Java, having been arrested following his disastrous voyage across the Timor Sea on a home-made raft. After his rescue (by Maie Casey) and subsequent extradition to England, Fairweather returned to Australia in 1953, his family chipping in to pay his fare. He arrived in Sydney but went immediately north, back to Bribie Island in Queensland which he had briefly visited in 1949. This time, he built himself a hut in the middle of ten acres of pine trees, a studio in which he could both live and work, a permanent home. He was 62.







Before going to Bribie, Fairweather had sent Smith a telegram, instructing her to send the rest of his money to a bank account in Brisbane. She wrote back to him, telling him to write her a letter, for she had still not managed to set eyes on the artist and could only verify his identity through his handwriting. He did so and the relationship resumed. It was a mutually successful relationship during which time Fairweather painted the works that are generally considered to be his masterpieces. For the first time in his life he had a studio sufficiently isolated to provide him with the solitude necessary to his work, while also maintaining a professional relationship that for once provided financial security.

The three Macquarie Galleries women – Smith, Swanton and a junior partner Mary Turner – were more than simply his gallerists, or ‘agents’, as Smith described them. They were his financial advisers and business managers in all areas of his life, they were his friends and mother surrogates who bought him clothes when needed and soothed his sometimes overly sensitive feelings; and they framed his paintings and promoted them to the most discriminating collectors. By the late 1960s queues would form outside the Gallery long before the doors opened on a Fairweather exhibition.

While still a shy person who was extremely discriminating in his personal friendships, by the 1960s Fairweather could tentatively allow a few people into his life: artists and neighbours Lawrence and Edit Dawes, Betty and Roy Churcher and their children, poet Pam Bell and artist Margaret Olley, photographer Robert Walker, gallerist Rudy Komon. Even Treania Smith managed to visit him a few times, though one has the impression that they both preferred to pursue things through their letters. He played chess with Lawrence, drank Rudy’s Scotch and red wine and ate Edit’s delicious food. Occasionally a neighbour might drop by for a chat, though there were other locals who complained of the squalor in which he lived and the rubbish he accumulated. He gained a reputation as an eccentric and the media began to write stories of the reclusive artist who lived in a humpy. The myth was born. (‘He was mighty social for a recluse’, Edit Dawes would later say).

In spite of this, he read the newspaper most days and often commented on the critics’ view of his work, especially when it was not favourable. He once took umbrage with Elwyn Lynn who compared

his work (unfavourably) with that of Mark Tobey, Da Silva and Corneille. ‘I have never heard of them’, he wrote indignantly to his ‘dear Miss Smith’. He was loathe to ascribe any particular influence other than Cézanne, stating that he had been a bit like a weather-cock as far as all that was concerned.

On 6 December 1964, Fairweather wrote to Smith that he was packing and sending twelve paintings, four of which were ‘*Spring, Summer, Autumn and Winter*’ (1 to 4). Never known as someone who took great care with his packing, Fairweather was nevertheless anxious and hoped ‘they arrive safe’. By this time in his career, he had decided that ‘there was only really one subject that he was interested in, by which he meant people’. He had long ago stopped using a sketchbook and painting from a model, a study or nature. He composed from his imagination and memory alone, repeating various motifs of groups – usually two or more – of people. He worked slowly, he said and liked to put a work in progress to one side so that it could ‘cook’, whilst working on several paintings at the same time. Perhaps it was this unconventional work method that led him to do the four paintings as a series, the only such time he painted four thematically related works. As the works were difficult to individually – there is nothing to indicate literal climates or seasons – Fairweather titled them on the back on pieces of cardboard he had cut into strips.

However, in spite of their being painted as a themed series, the Macquarie Galleries decided not to exhibit all four together, only *Winter* and *Summer* being shown in 1965, while *Autumn* was shown in 1968 and *Spring* in 1974. A later illustration of all four together in Bail (pp.208-209) perhaps explains why, for there is an almost overwhelming melancholy when the works are seen as a group: mask-like faces stare back at the viewer, barely human and more the stuff of nightmares. *Spring* lacks this nightmarish quality and is as a consequence a less haunting work. It is nevertheless a poignant image of two figures, perhaps a mother and child, though the taller figure could be seen to almost break into other forms, other bodies. There is an air of bewilderment to the image as if the artist were puzzling out the relationship. People: the only subject, Fairweather said, for that’s what ‘it (life? art?) all boiled down to’.

Dr Candice Bruce

NINETEENTH CENTURY PHOTOGRAPHS OF ABORIGINAL PEOPLE FROM THE TYRRELL COLLECTION, 1870s-c.1910

albumen prints and silver gelatin prints
collection of approximately 100 prints
various sizes

\$25,000 - 35,000

Provenance

Tyrrell's Museum of Antiques, Books and Curios, Sydney
Private collection, New South Wales

including ten studio proofs from Kerry & Co
48 portraits by Charles Kerry (1858-1928) and Henry King (1855-1923)
25 photographs of rites and ceremonies by Charles Kerry
ten portraits by John William Lindt (1845-1926)
three portraits by Paul Foelsche (1831-1914)
a portrait of King Moran of Dyraaba c.1910 by an unknown photographer
a camp scene by Carl Ehlers (active 1880s)
two portraits by Charles Woolley (1834-1922)
a sepia toned photograph c.1880 of 'Governor Davey's Proclamation to the Aborigines, 1816'

These remarkable photographs come from the collection of prominent Sydney bookseller and publisher James Robert Tyrrell (1875-1961). Tyrrell's early career with Angus and Robertson allowed him to develop an extensive knowledge of Australiana and to build a network of major collectors in this field. Thus, the entrepreneurial Tyrrell was to also establish himself as a collector and art dealer allowing him to continue his involvement in building private and public collections that he had so enjoyed in his 17 years with Angus and Robertson.¹

Following the closure of Kerry & Co, one of the largest photographic studios in Sydney between 1890 and 1917, Tyrrell purchased its entire archive - according to an article in *Australian Geographic* magazine, 'with the intention of establishing a floating ethnographic museum moored on Sydney Harbour'. Bill Tyrrell, James' grandson, sold the collection to Australian Consolidated Press in 1980 who transferred over 2000 of the most significant images to plastic negatives in order to ensure their preservation. The entire collection of more than 2900 glass plates and negatives was then donated to the Powerhouse Museum in Sydney.²

The majority of photographs in this lot were taken by Charles Kerry and Henry King who were commissioned to produce an exhibition of Aboriginal portraits and corroboree pictures for the 1886 Colonial and Indian Exhibition. The collection also features ten portraits by J.W. Lindt taken in his Grafton studio in New South Wales. In his studio he posed his subjects in reconstructed outdoor settings. He successfully marketed small selections from his series, as folios and sold them throughout the world. His romanticized depiction of the Aboriginal people matched European fantasies of the 'noble savage' and his work was published in a number of overseas books about Australia.

1. Australian Dictionary of Biography: accessed online
2. australiangeographic.com.au/topics/history-culture/2011/11/history-of-australia-a-nation-in-the-making/

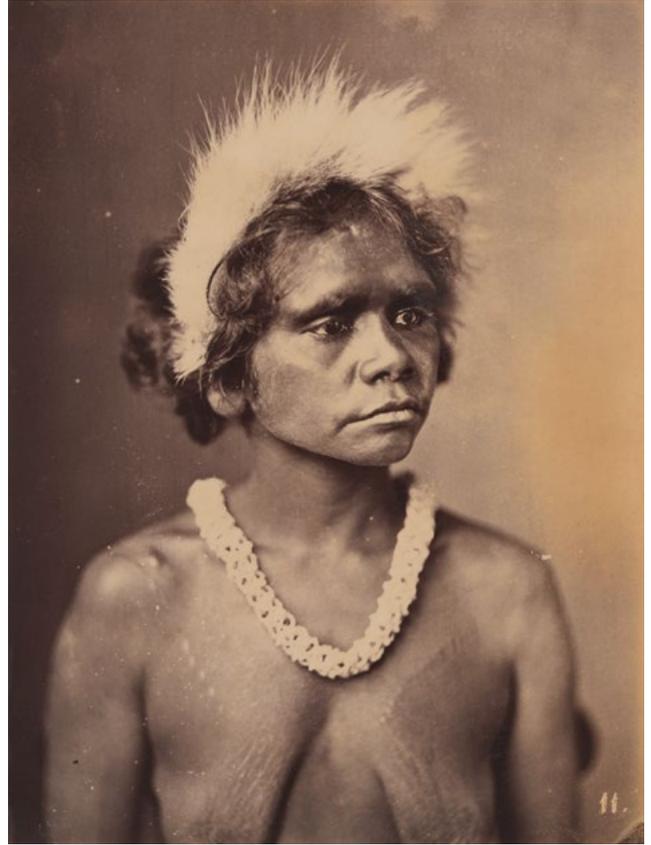


ABORIGINAL BOEVEN'S MASK. (1383)

KERRY. PHOTO. SYDNEY.



Kerry & Co, portrait of a man from Barron River area,
north Queensland



J.W. Lindt, portrait of Mary-Ann Cowan of Ulmarra,
Grafton, New South Wales

Kerry & Co, portrait of a man wearing a headdress,
Prince of Wales Island



ABORICINAL WARRIOR. (1382).

27

LORRAINE CONNELLY-NORTHEY (CIRCA 1962)

Narrbong-galang

burnt wood, wire mesh

88.0 x 73.0 x 36.0cm (34 5/8 x 28 3/4 x 14 3/16in).

\$1,000 - 2,000

Provenance

Gallery Gabrielle Pizzi, Melbourne

Private collection, Melbourne

Exhibited

O'Possum Skin Cloaks and Narrbongs, Gallery Gabrielle Pizzi,

Melbourne, 1 - 26 May 2007



28

MAKER UNKNOWN

A large coolamon (*piti*) and carrying ring, Victoria River Downs, Northern Territory, 1920s carved hardwood; sheep's wool
length: 51.0cm (20 1/16in).

\$4,000 - 6,000

Provenance

Private collection, Sydney

29

MAKER UNKNOWN

A basket (*jawun*), north eastern Queensland, c.1932 lawyer cane
41.0 x 40.0cm (16 1/8 x 15 3/4in).

\$5,000 - 7,000

Provenance

Private collection, Sydney

In her essay, "Working the River: Baskets of the Rainforest", Julie Ewington describes in great detail the construction, material and uses of the *jawun*. The tough, flexible, hardwearing and water resistant lawyer cane is used to create an extremely versatile basket: 'Jawun are used as sieves for several key purposes. They may be placed in running water over a period of hours or days, so that toxic substances in foodstuffs can be leached out...the baskets may firmly be wedged between sticks or boulders in the rainforest creeks; and they are used for fishing in creeks for shrimp, yabbies and small fish...

When worn collecting and carrying food, the basket was looped by a long handle to the head and lay along the spine, leaving the hands free for gathering – or perhaps for carrying young children. Originally men made *jawun* and women used them; today both men and women make the baskets...On the forest trail the basket could be hung from its shorter handle from the branch of a tree to keep the contents safe from animals, and at campsites was suspended from the strut of a shelter. As Ernie Grant observed the *jawun* were also hung at the entrance to a *mija* – this place directly above the campfire served to smoke-harden the baskets. The very largest baskets were for carrying babies.'

Lindy Allen, *Story Place: Indigenous Art of Cape York and the Rainforest*, Queensland Art Gallery, Brisbane, 2003, p.161





30

IVAN NAMIRRKI (BORN 1961)

Lorrkon, 2004

natural earth pigments and
synthetic binder on hollow log
height: 184.0cm (72 7/16in).

\$3,000 - 5,000

Provenance

Maningrida Arts and Culture,
Northern Territory (cat. 2568-04)
Private collection, Melbourne

This work is accompanied by
documentation from Maningrida
Arts and Culture.

31

ROSALIE GASCOIGNE (1917-1999)

Twig Tidy, c.1972-73
rusted metal and thistle stalks
height: 64.0cm (25 3/16in).

\$10,000 - 15,000

Provenance

Macquarie Galleries, Canberra
Mrs Jani Haenke, Mt Stromlo, Canberra
thence by descent
Private collection, New South Wales

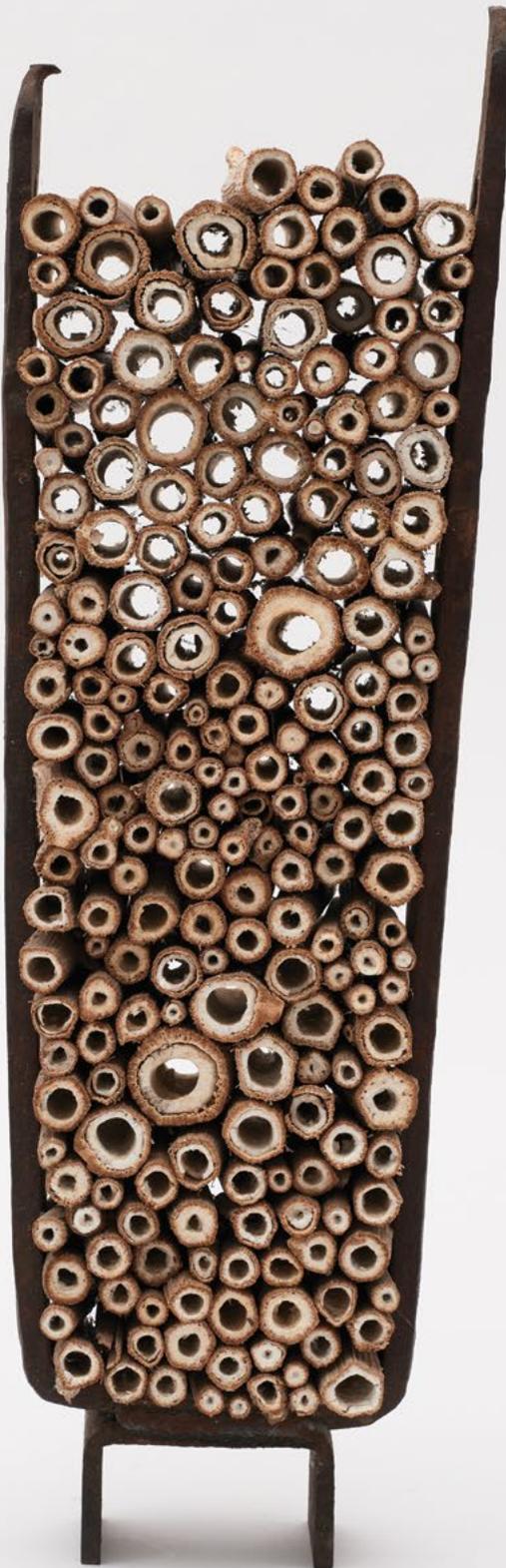
Exhibited

Rosalie Gascoigne: Assemblages, Macquarie Galleries,
Canberra, 15-26 June 1974, cat. 42

Literature

Geoffrey de Groen, 'Rosalie Gascoigne Assemblages',
The Canberra Times, Canberra, 20 June 1974, p. 10
Martin Gascoigne, *Rosalie Gascoigne: A catalogue
raisonne*, ANU Press, Canberra, cat. 041
(forthcoming publication)

We gratefully acknowledge the kind assistance of
Martin Gascoigne in cataloguing this work.





32

GUY GREY-SMITH (1916-1981)

Untitled

watercolour and gouache on paper

38.0 x 53.0cm (14 15/16 x 20 7/8in).

\$2,000 - 4,000

Provenance

The IBM Collection, Australia



33

HOWARD TAYLOR (1918-2001)

Rain Storm across the Paddock, 1976
signed and dated lower right: 'H TAYLOR '76'
oil on board
21.0 x 31.0cm (8 1/4 x 12 3/16in).

\$3,000 - 5,000

Provenance

Private collection
GFL Fine Art, Perth, 27 March 2001, lot 38
Private collection, Perth
Private collection, Perth

Exhibited

Howard Taylor: Paintings and Sculpture, Nolan Room,
Undercroft Art Gallery, University of Western Australia, Perth,
15 March - 6 April 1977, cat. 21

Literature

Ted Snell, *Howard Taylor: Forest Figure*, Fremantle Arts Centre Press,
Western Australia, 1995, p. 191

34

MAKER UNKNOWN

A Gulmari shield, south western Queensland
natural earth pigments, carved wood
height: 41.0cm (16 1/8in).

\$4,000 - 6,000

Provenance

Private collection, United Kingdom
Private collection, New South Wales



35

MAKER UNKNOWN

A Gulmari shield, south western Queensland
natural earth pigments, carved wood
height: 58.5cm (23 1/16in).

\$8,000 - 10,000

Provenance

Major Edward Castleman, United Kingdom
Charterhouse Auctioneers, United Kingdom
Private collection, New South Wales



MAKER UNKNOWN

A rare boomerang, Tully region, north eastern Queensland, c.1920
 natural earth pigments, milky pinewood
height: 53.0cm (20 7/8in).

\$4,000 - 6,000

Provenance

Private collection, Sydney

Related Work

Maker Unknown, Throwing Stick, South Tully River, Cape York Region, Queensland in the collection of the University of Queensland Anthropology Museum, Brisbane [registration no. 4544 (illus. online)]

This boomerang is a very rare and fine example of a fighting boomerang from the southern districts of the rainforest region of northeast Queensland. It most likely dates from the late nineteenth century, and at least one comparable example collected at Murray Upper is to be found in a public collection in Australia. Walter E. Roth, the Protector of Aborigines in north Queensland in the 1890s and 1900s, noted that combatants in the Lower Tully River area would strike the ground with the boomerang in order to commence battle.

In the *North Queensland Ethnography* bulletin Roth illustrates how sections were removed 'from a flange on the butt of a tree' to make these boomerangs.¹ Milkwood (*Alstonia* sp.) was commonly used for these, the outer surface painted with distinctive patterning more commonly associated with the kidney-shaped rainforest shields made from sections removed from the buttress roots of large rainforest trees. The main pigments used were tree sap or animal blood for black, pipe clay for white, and ochres ranging from pale yellow to dark red. From the 1870s onwards, the remote valleys behind Tully were a prime focus for mining and other ventures, and soon after, botanists, ornithologists, ethnographers and photographers ventured into the region, many trading with Aboriginal people for artefacts. Large numbers of the painted shields and the other distinctive form, the bi-cornual baskets were keenly collected, Roth noting this trade being unlike that of 'the old days... as little bartering continued between Aboriginal groups of the region'.

Lindy Allen

1. Walter E. Roth, *North Queensland Ethnography*, Australian Museum, Sydney, bulletin no.13, 1909, pl. LX







37

DAVID ASPDEN (1935-2005)

Pennant Hills, No. 2, 1975

titled and dated verso: '1975 PENNANT HILLS NO. 2'

synthetic polymer paint on canvas

157.5 x 300.0cm (62 x 118 1/8in).

\$30,000 - 38,000

Provenance

Roslyn Oxley Gallery, Sydney

The IBM Collection, Australia, acquired from the above in 1983

(label attached verso)

Exhibited

Roslyn Oxley Gallery, Sydney 1983

The Wrong Place, Five Sydney Painters: David Aspden, Sydney Ball, Michael Johnson, John Peart, John Firth-Smith, Tasmanian School Art Gallery, University of Tasmania, Hobart, 18 July - 12 August 1983, cat. 1, as "Untitled (Castle Hill Series) (label attached verso)

Literature

Christopher Coventry, *The Wrong Place, Five Sydney Painters: David Aspden, Sydney Ball, Michael Johnson, John Peart, John Firth-Smith*, Tasmanian School Art Gallery, University of Tasmania, Hobart, p. 3 (illus.)

This lot is offered with wide discretion on the reserve.

Christopher Coventry, in his catalogue essay for the 1983 exhibition *The Wrong Place*, notes that 'Where these five painters choose to locate themselves is painting. Their sense of place is painting, no matter where they live. Any of their paintings may suggest to the audience that it depicts a scene, or something of a landscape, but it will express more strongly a sense of the fact that art exists in artifice and deliberated structures, and of the peculiar presence of painting's finite form.'



38

DAVID ASPDEN (1935-2005)

Don't Forget the Parsley, c.1983

monogrammed lower right

signed and titled verso: 'ASPDEN / OIL / 'DONT FORGET /
THE PARSLEY'

oil on canvas

152.0 x 121.5cm (59 13/16 x 47 13/16in).

\$5,000 - 7,000

Provenance

Roslyn Oxley Gallery, Sydney (inscribed verso)

The IBM Collection, Australia





39

DICK NANGABARRA (BORN 1931-?)

Fish and Turtle, 1960s

inscribed verso: 'NBARA'

synthetic polymer paint on artist's board

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

\$900 - 1,200

Provenance

Bartalumba Bay, Groote Eylandt

Private collection, Sydney



40

DICK NANGABARRA (BORN 1931-?)

A painted sawfish bill, 1960s
synthetic polymer paint on sawfish bill
height: 112.0cm (44 1/8in).

\$800 - 1,200

Provenance

Bartalumba Bay, Groote Eylandt
Private collection, Sydney

41

DICK NANGABARRA (BORN 1931-?)

A pair of painted shells, 1960s
synthetic polymer paint on baler shell and a spiral shell
34.0cm (13 3/8in).; 34.5cm (13 9/16in).

\$2,500 - 3,500

Provenance

Bartalumba Bay, Groote Eylandt
Private collection, Sydney





42

BEN QUILTY (BORN 1973)

Rita, c.2013

initialled lower right: 'bq'

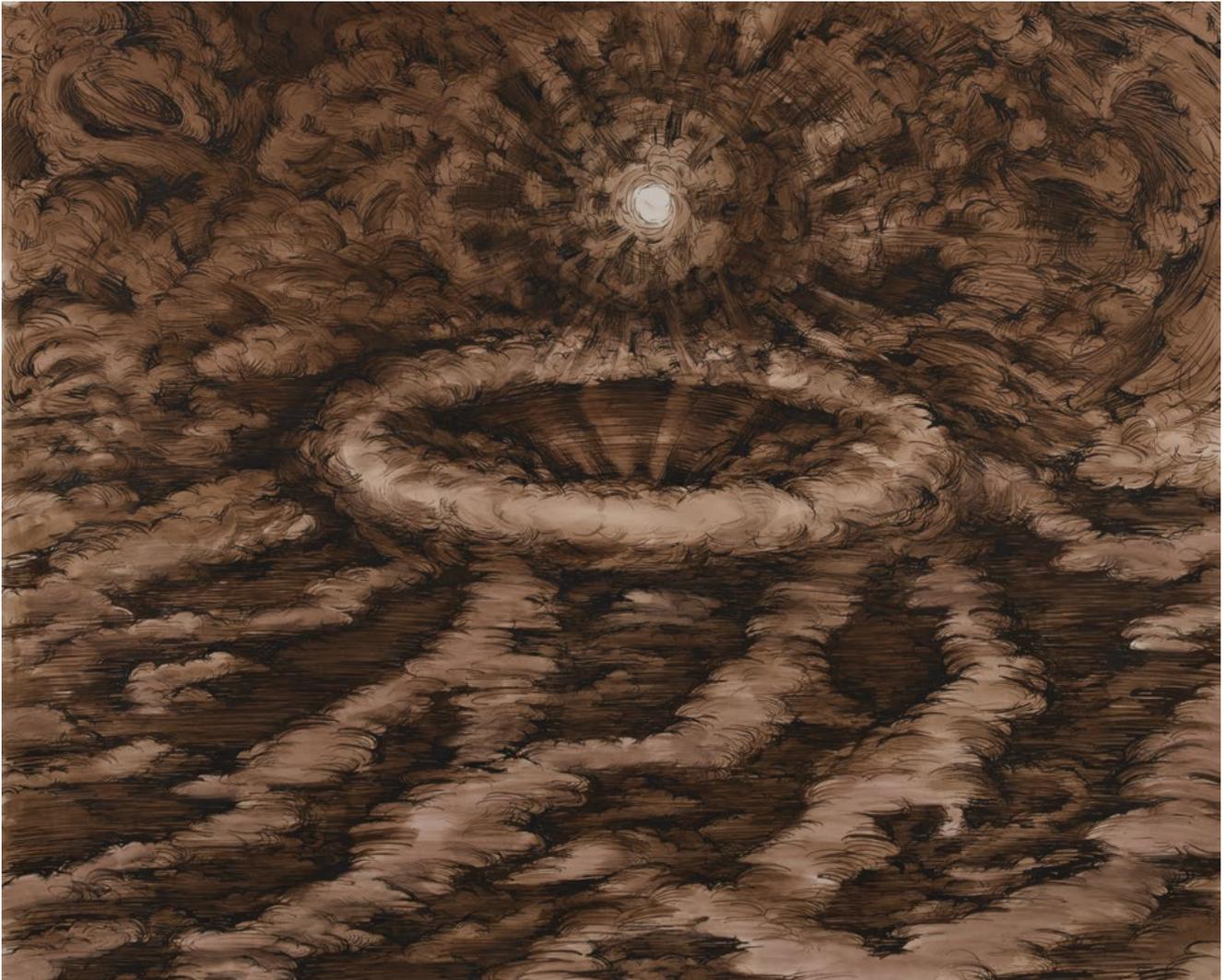
ink on heavy coloured paper

44.0 x 71.0cm (17 5/16 x 27 15/16in).

\$5,500 - 7,500

Provenance

Private collection, New South Wales, a gift from the artist



43

EX DE MEDICI (BORN 1959)

Unnatural History (Detonating at Bikini Atoll), 2002
signed, titled and dated verso: 'Ex de Medici / Ruth Ellis Group /
Unnatural History (detonating @Bikini atoll) / Sept 02'
ink and wash on paper
92.0 x 113.0cm (36 1/4 x 44 1/2in).

\$4,000 - 6,000

Provenance

Barry Stern Gallery, Sydney
Private collection, Sydney

Exhibited

By George, Barry Stern Gallery, Sydney, 2003



44

JOHN OLSEN (BORN 1928)

City of Desire II, c.1984

signed lower centre and right:

'John Olsen'

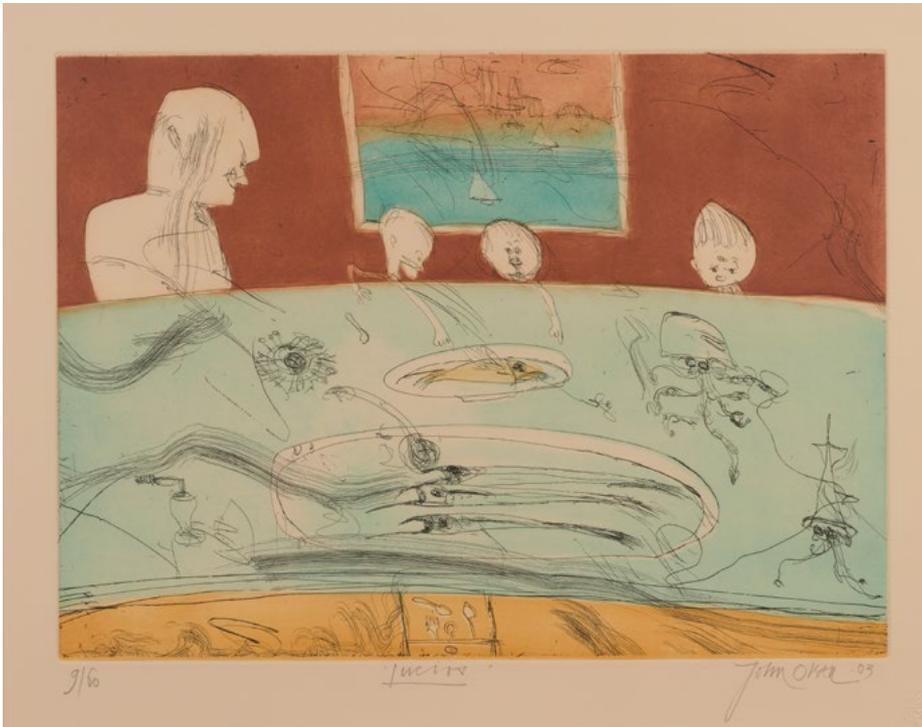
charcoal on paper

27.0 x 35.0cm (10 5/8 x 13 3/4in).

\$2,500 - 3,500

Provenance

Private collection, Sydney



45

JOHN OLSEN (BORN 1928)

Lucios, 2003

signed, dated and titled below

image: '9/60 Lucios John Olsen 03'

etching and aquatint

edition: 9/60

43.0 x 59.0cm

(16 15/16 x 23 1/4in).

\$800 - 1,200

Provenance

Private collection, Sydney

Literature

Ken McGregor, *John Olsen: Teeming With Life, His Complete Graphics 1957-2005*, MacMillan, Melbourne, 2005, pg. 230 (illus.)

46

RICK AMOR (BORN 1948)

Study for Low Tide, 2007

signed and dated lower right:

'RICK AMOR '07'

oil on panel

15.0 x 23.0cm (5 7/8 x 9 1/16in).

\$2,500 - 3,500

Provenance

Liverpool Street Gallery, Sydney

Private collection, Sydney

Exhibited

Rick Amor: Paintings 2008,

Liverpool Street Gallery, Sydney,

16 August - 11 September 2008



47

VARIOUS ARTISTS

On this Island, Meeting and Parting

a suite of 11 prints housed in a

clamshell folio

edition of 24

including prints by Lucy Culliton,

Julie Harris, Judith Van Heeran,

David Keeling, Steve Lopes,

Euan Macleod, Idris Murphy, Jan

Senbergs, Peter Simpson, Ann

Thomson and Shonah Trescott

57.0 x 76.0cm (22 7/16 x 29

15/16in) (sheet size)

\$4,000 - 6,000

Provenance

Private collection, Sydney



Euan Macleod, *Castle Point Walking Figures*, 2010

WILLIAM ROBINSON (BORN 1936)

Birkdale Farmyard 1, 1985

signed lower right: 'William Robinson'

inscribed verso: 'Farm Construction'

oil on canvas

122.0 x 182.5cm (48 1/16 x 71 7/8in).

\$180,000 - 250,000**Provenance**

Ray Hughes Gallery, Sydney

The IBM Collection, Australia (label attached verso)

Exhibited*William Robinson*, Ray Hughes Gallery, Sydney,

28 June - 18 July 1985

Literature'Exhibition Commentary', *Art and Australia*, Vol. 23, No. 2,

Summer 1985, p. 181 (illus.)

'For Robinson, the real shift towards an independent vision occurred with a series of conte 'cow portraits' undertaken at Birkdale around the late 1970s. The sense of having gone in an idiosyncratic direction, in these carefully executed, wacky drawings of cows framed in oval formats against sensuously velvety black grounds, came as a surprise to the artist himself when he saw them together at the Ray Hughes Gallery in Brisbane.

"In 1980 I had this show of cows. When I'd done them I realised I'd gone up a pathway... I had gone up other pathways that were all wrong because they were other artist's pathways... with the cows for the first time I'd created something. I felt a sense of amazement that I'd gone out on a limb and created something I couldn't relate to anybody else's work before. Only to old Victorian photos in oval frames. So I had this rather silly show of cows, leaving all the other things behind and taking a journey into the unknown."

The sense of liberation Robinson felt in discovering his own path is evident in the numerous farmyard painting and drawings of the early 1980s. Bill and Shirley had moved in 1970 to a farm at Birkdale, on the outskirts of Brisbane, and these works are directly connected to their life on the farm. Significantly, the farmyard works did not occur immediately after the move but rather as part of a process of gradual familiarisation.

"We bought this eight acres at Birkdale in the Redlands district and expanded the house. We didn't accumulate the animals immediately. I tried growing nut trees but I was a disastrous farmer. I was going

to work in the city at the same time (as an art teacher). Gradually we accumulated a few animals and by 1976, after I'd gone to teach in Toowoomba for six months, we came back and started to collect animals with a vengeance; more and more livestock – dogs, chooks, cows and goats. Shirley was even running a little sort of dairy."

By the early 1980s it was as though the lid had been lifted off the pressure cooker. Years of experience and first-hand observation were now transmuted into the vitality of the work. As subject matter moved out of doors Robinson's compositions became more expansive and daring; backgrounds generally flattened out, with a much greater scattering of elements across the whole.¹

The present work depicts many of the hallmarks of Robinson's classic farmyard construction scenes – the contrasting behaviour of playful roosters and hens near and far, inquisitiveness of goats and of docile cows, peering around corrugated iron structures – Robinson's animals are given no preferential treatment in their placement or portrayal. In all their activity, the animals seem almost oblivious to the man who stands quietly observing them. Visible occasionally in other Farmyard Construction paintings, is the image of the artist, which here appears to the left-hand section of the work. In situating himself in the composition, the artist allows the viewer to observe the significance of his involvement in the daily activities on the farm.

1. Deborah Hart, *William Robinson: The Transfigured Landscape*, Piper Press, Sydney, 2011, p. 25



49

JOHN OLSEN (BORN 1928)

Frogs, 1993

signed and dated lower left: 'John Olsen / 93'

watercolour and pastel on paper

100.0 x 94.0cm (39 3/8 x 37in).

\$35,000 - 55,000

Provenance

Sherman Galleries, Sydney

The IBM Collection, Australia

Exhibited

John Olsen, Recent Works, Sherman Galleries Goodhope,

Sydney, 28 October - 20 November 1993

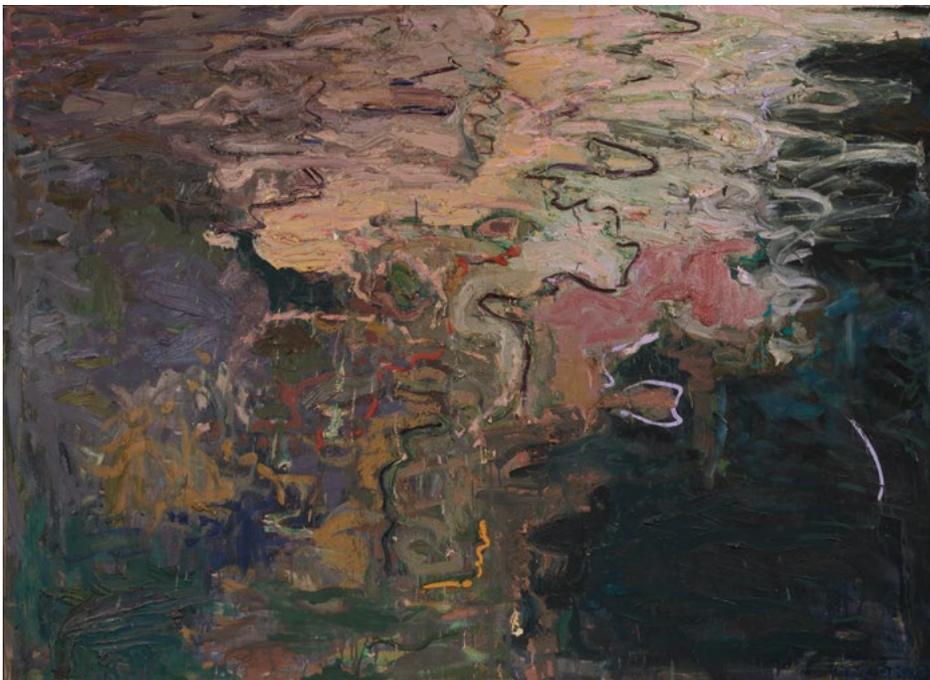




50
COLIN LANCELEY (1938-2015)
 Variation on a Nocturnal Landscape, 1986
 signed and dated lower right:
 'Lanceley 86'
 titled lower centre: 'Variation on a
 Nocturnal Landscape'
 pastel, pencil and collage on paper
 106.0 x 175.0cm (41 3/4 x 68
 7/8in).

\$5,000 - 8,000

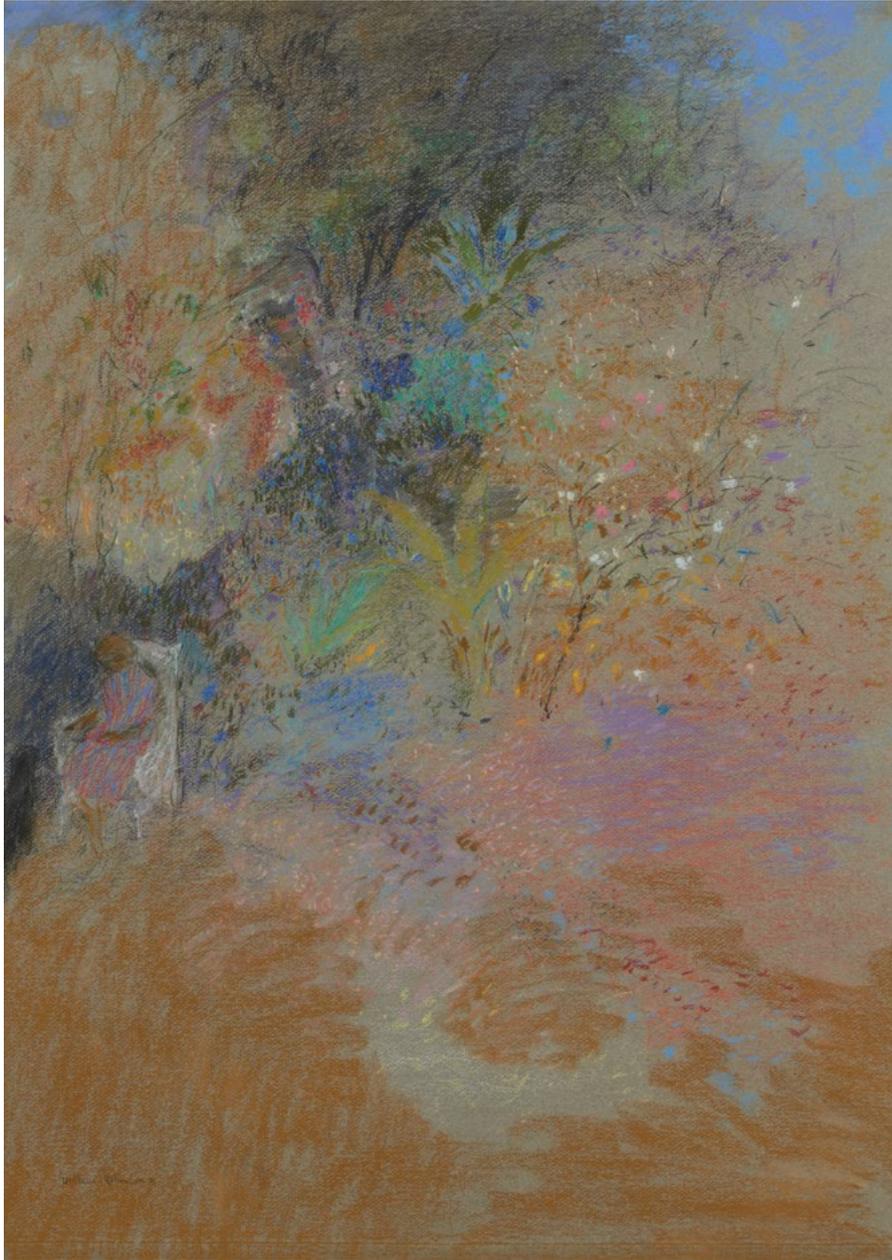
Provenance
 The IBM Collection, Australia



51
LIZ CUMING (BORN 1956)
 Reflecting Cloud III, 1989
 signed lower right: 'LIZ CUMING'
 signed, dated and titled verso:
 'LIZ CUMING 1989 "REFLECTED
 CLOUD STUDY"'
 oil on canvas
 121.5 x 167.5cm
 (47 13/16 x 65 15/16in).

\$1,000 - 2,000

Provenance
 The IBM Collection, Australia



52

WILLIAM ROBINSON (BORN 1936)

My Garden, 1976

signed and dated lower left: 'William Robinson 76'

titled, inscribed and dated verso: "'My GARDEN" By Wm ROBINSON

- 1976 / MRS ROBINSON WITH FAMILY DOG IN THEIR GARDEN'

pastel on paper

75.0 x 54.0cm (29 1/2 x 21 1/4in).

\$4,000 - 6,000

Provenance

Deutscher ~ Menzies, Melbourne, 1 May 2002, lot 81

Private collection, Sydney

53

MAKER UNKNOWN

A spearthrower and three clubs,
New South Wales
carved and engraved hardwood
*heights: 88.0cm (34 5/8in)., 73.5cm
(28 15/16in)., 71.0cm (27 15/16in).,
70.0cm (27 9/16in).*

\$3,000 - 5,000

Provenance

Keys Fine Art Auctioneers,
United Kingdom
Private collection, New South Wales



54

MAKER UNKNOWN

A club, Queensland
wood, hob-nails
height: 73.0cm (28 3/4in).

\$2,500 - 3,500

Provenance

Private collection, United Kingdom
Private collection, New South Wales

55

MAKER UNKNOWN

A pair of spearthrowers,
eastern Kimberley region,
Western Australia and
eastern Cape York,
Queensland
spinifex resin, bush string,
hardwood
*heights: 87.0cm and 81.0cm
(34 1/4 and 31 7/8in).*

\$1,000 - 2,000

Provenance

Private collection, Sydney





56

MAKER UNKNOWN

a fighting boomerang, Lake Eyre region,
South Australia

inscribed twice verso: 'H3'
carved and engraved wood
height: 91.0cm (35 13/16in).

\$1,200 - 1,800

Provenance

Dr Gerald Holt Collection
Lord McAlpine Collection
Private collection, New South Wales

57

MAKER UNKNOWN

A fine and early throwing club,
New South Wales

carved hardwood
height: 54.5cm (21 7/16in).

\$1,200 - 1,800

Provenance

Private collection, United Kingdom
Private collection, New South Wales

58

MAKER UNKNOWN

A club, south eastern Australia
carved and engraved hardwood
height: 68.5cm (26 15/16in).

\$1,200 - 1,800

Provenance

Private collection, United Kingdom
Private collection,
New South Wales

Related Work

A club, south eastern Australia,
early nineteenth century from the
Christensen Collection (CC/749)
in the National Gallery of Victoria,
Melbourne illustrated in Carol
Cooper, *Aboriginal Australia*,
Australian Gallery Directors
Council, Sydney, 1981, p.91,
pl. S 58

59

MAKER UNKNOWN

A club, Darling River region,
south eastern Australia
carved and engraved hardwood
height: 69.0cm (27 3/16in).

\$4,000 - 6,000

Provenance

Phillips Auctioneers, London,
4 December 2000, lot 175
Private collection, Melbourne
Private collection,
New South Wales

Related Work

A Darling River region club from
the Christensen Collection (R358)
in the National Gallery of Victoria,
Melbourne, illustrated in Carol
Cooper, *Aboriginal Australia*,
Australian Gallery Directors
Council, Sydney, 1981, p. 92,
pl. S 60





60

MAX DUPAIN (1911-1992)

Impassioned Clay, 1936

signed and dated lower left: 'Max Dupain '36'

titled on label verso: 'Impassioned Clay'

silver gelatin photograph, printed later

46.0 x 32.5cm (18 1/8 x 12 13/16in).

\$2,000 - 3,000

Provenance

Private collection, Sydney

Deutscher and Hackett, Sydney, 2 May 2012, lot 100

Private collection, Queensland

Exhibited

Max Dupain Retrospective 1930-1980, Art Gallery of New South Wales, Sydney, 29 August – 28 September 1980 (another example)

Four Photographers, Art Gallery of New South Wales, Sydney, 2 June – 19 August 1990 (another example)

Literature

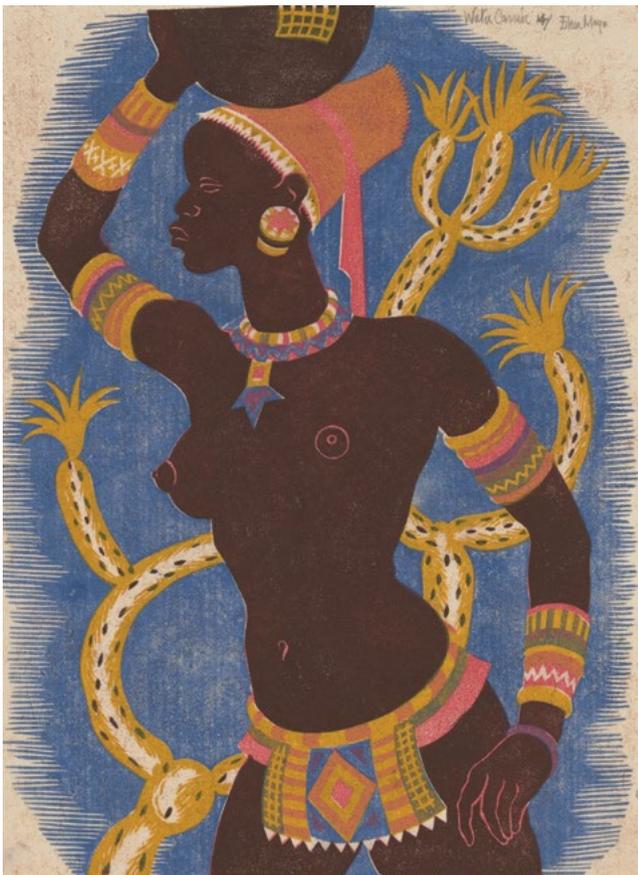
Gael Newton, *Max Dupain Retrospective 1930-1980*, Art Gallery of New South Wales, Sydney, 1980, cat. 21

(illus., another example)

Sandra Jane, *Art is ... making, creating and appreciating 2*, Milton, 1999, p. 224 (illus., another example)

Valerie Hill, 'The wheel of life 1930s-1990s', in *The Cazneaux Women*, Craftsman House, Sydney, 2000, p. 116 (another example)

Sandra Jane, 'A close-up look at significant photographers', in *Photography Production and Appreciation*, Jacaranda Press, Queensland, 1996, p. 205, fig. 12.4c (another example)



61

DAME EILEEN MAYO (BRITISH, 1906-1994)

Water Carrier, 1937

titled, numbered and signed in image upper right:

'Water Carrier 14 / Eileen Mayo'

linocut, printed in blue, green and orange, edition of 30
30.5 x 22.5cm (12 x 8 7/8in).

\$2,500 - 3,500

Provenance

Abbott and Holder, London

Private collection, Queensland

Exhibited

Eighth Exhibition of British Lino-Cuts, Ward Gallery, 26 May - 23 June 1937, cat.no. 52 (another example)

Contemporary British Prints and Drawings from the Wakefield Collection, 12 March 12 April 1947 then touring through to 1970 (another example)

Related Work

Other examples of this print are held in the collections of the British Museum, London, The British Council, London and the National Library of New Zealand, Wellington

62

FRANK HINDER (1906-1992)

Fisherman, Lake Conjola, 1938
signed, dated and titled lower right:
'FC HINDER 38 / Fisherman Lake
Conjola 38'
pencil on paper
52.0 x 72.5cm (20 1/2 x 28
9/16in).

\$3,000 - 5,000

Provenance

Bloomfield Galleries, Sydney
Private collection, Queensland

Related Work

Lake Fisherman, 1939, watercolour
on paper, 54.0 x 74.0cm, in the
collection of the National Gallery of
Victoria, Melbourne

*Lake Fisherman, Lake Conjola
NSW*, 1938, watercolour on paper,
35.9 x 48.9cm, in the collection of
the Art Gallery of New South
Wales, Sydney



63

ADRIAN FEINT (1894-1971)

Pittwater, 1955
signed and dated lower right:
'Adrian Feint 1955'
oil on board
29.0 x 24.0cm (11 7/16 x 9
7/16in).

\$3,000 - 5,000

Provenance

Private collection
Sotheby's, Sydney,
14 August 1990, lot 291
The Estate of John Fairlie
Cunningham, Sydney
Bonhams, *Important Australian
and Aboriginal Art including the
Estate of John Cunningham*,
22 November 2016, lot 11
Private collection, Sydney





64

JOHN COBURN (1925-2006)

Study for Mount Isa, 2002

titled and dated lower margin: 'Study for
Mount Isa 2002'

watercolour and pencil on paper
36.0 x 33.0cm (14 3/16 x 13in).

\$2,500 - 3,500

Provenance

Private collection, Sydney



65

LEONARD FRENCH (1928-2017)

Minoan Manuscript, (Minoan Series)

signed lower left: 'French'

enamel on hessian on board

32.0 x 24.0cm (12 5/8 x 9 7/16in).

\$1,500 - 2,500

Provenance

Savill Galleries, Sydney

Private collection, Sydney

Exhibited

Leonard French: The Minoan Paintings, Savill
Galleries, Melbourne, 20 September -
7 October 2001

Leonard French: The Minoan Paintings, Savill
Galleries, Sydney, 16 - 31 October 2001,
cat. 24



66

RUSSELL DRYSDALE (1912-1981)

Shapes for Textile Designs, c.1946

signed and titled lower right: 'Shapes for textile designs / Russell Drysdale'

watercolour, ink and gouache on paper

25.5 x 23.0cm (10 1/16 x 9 1/16in).

\$5,000 - 7,000

Provenance

Private collection

Deutscher ~ Menzies, Melbourne, 4 June 2003, lot 149

Private collection, Sydney

Related Work

Study for Tree Forms, 1946-47, pen and ink and gouache on buff paper on cardboard, 25.0 x 23.0cm, in the collection of the National Gallery of Victoria, Melbourne

Tree Forms, 1947, screenprinted wool, 91.0 x 94.0cm, in the collection of the National Gallery of Victoria, Melbourne



67

ARTHUR BOYD (1920-1999)

Berwick Landscape, 1943

signed lower right: 'Arthur Boyd'

signed and dated verso: 'Arthur Boyd 1943'

ink and wash on paper

36.5 x 52.0cm (14 3/8 x 20 1/2in).

\$4,000 - 6,000

Provenance

Mr and Mrs Ray Marginsons AM, Melbourne

The Ray Marginson AM and Late Betty

Marginson AM Collection, Lawsons,

Melbourne, 2 December 2018, lot 29

Private collection, Melbourne



68

SIDNEY NOLAN (1917-1992)

Greek Island, 1956

signed with initial lower left: 'N'

signed and dated verso: 'Nolan /

1st April 56. / N'

mixed media on paper

24.5 x 29.5cm (9 5/8 x 11 5/8in).

\$3,000 - 5,000

Provenance

Private collection

Deutscher ~ Menzies, Melbourne,

25 April 1999, lot 100

Savill Galleries, Sydney

Private collection, Sydney



69

RAY CROOKE (1922-2015)

Melbourne Zoo, 1957

signed and dated lower left: 'R Crooke / 57'

oil on composition board

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

\$3,000 - 5,000

Provenance

Private collection

Deutscher ~ Menzies, Melbourne, 27 November 2002, cat. 212

Private collection, Sydney

70

ARTHUR BOYD (1920-1999)

Pulpit Rock

signed lower right: 'Arthur Boyd'

oil on board

35.5 x 29.0cm (14 x 11 7/16in).

\$18,000 - 24,000

Provenance

possibly Art Galleries Schubert, Queensland

Private collection, New South Wales

In an interview with Janet McKenzie, Boyd recalled of his first visit to the Shoalhaven area as 'We drove down from Canberra. It was an endless drive off the main road and we at last arrived very late. We stayed and it was absolutely searing hot. I went painting down by the river and it was so hot the paint ran into the sand. The first work was a very rudimentary sketch which is now at the National Gallery. After we had been there I thought the place was absolutely marvellous. When we were leaving I asked Frank McDonald if he ever came across another part of the river, or in the area, anything like Bundanon, would he let us know.'

After returning to England in 1972, Arthur received word that the neighbouring property, *Riversdale*, adjacent to the Shoalhaven River

was up for sale. Having been so enchanted by this region the Boyd's swiftly acquired the property sight unseen. The river and its local surroundings would provide a rich backdrop to many of his later masterpieces.

After many years of tackling subjects such as the Bride series, Nebuchadnezzar and the caged painter, the Shoalhaven district seemed to present a salve to Boyd's world weary eyes. He never tired of capturing the many nuances of this landscape at all different times of the day. The present work features the monolithic Pulpit Rock, a prominent topographical feature opposite the Bundanon homestead, here Boyd positions flame trees against the dry landscape to accentuate the heat of the midday sun.





71

NORMAN ALFRED WILLIAM LINDSAY (1879-1969)

(Lady with a Fan)

signed lower right: 'Norman Lindsay'

watercolour on paper

27.0 x 20.0cm (10 5/8 x 7 7/8in).

\$10,000 - 15,000

Provenance

Mrs Toni Lewis, Sydney

Private collection, Sydney



72

NORMAN ALFRED WILLIAM LINDSAY (1879-1969)

(Sisters)

signed lower left: 'Norman Lindsay'

oil on canvas on board

54.0 x 36.0cm (21 1/4 x 14 3/16in).

\$20,000 - 30,000

Provenance

Mrs Toni Lewis, Sydney

Private collection, Sydney



73

HAROLD SEPTIMUS POWER (1878-1951)

Working Horse

oil on board

19.0 x 25.5cm (7 1/2 x 10 1/16in).

\$800 - 1,200

Provenance

Private collection, New South Wales

thence by descent

Private collection, New South Wales



74

FREDERICK MCCUBBIN (1855-1917)

Chickens

signed lower left: 'F. McCubbin'

oil on canvas board

17.0 x 35.5cm (6 11/16 x 14in).

\$10,000 - 15,000

Provenance

Private collection, New South Wales

thence by descent

Private collection, New South Wales

75

JOHN MATHER (1848-1916)

Treasury Gardens, 1899

signed and dated lower left: 'J. Mather 5 99'

oil on canvas

61.0 x 91.0cm (24 x 35 13/16in).

\$9,000 - 12,000

Provenance

Mrs Alice Thomas, Melbourne

thence by descent

Mr Andrew Thomas, Sydney, c.1963

thence by descent

Private collection, Sydney

Exhibited

possibly, *Exhibition of Australian Landscapes by J. Mather*,
Athenaeum, Melbourne 24 October 1904, cat. 64

possibly, *Exhibition of Mr J. Mather's Paintings*, Athenaeum Hall,
Melbourne, 26 September – 17 October 1912, cat. 28,

as *In the Treasury Gardens*

possibly, *John Mather*, Arthur Tuckett & Sons, Melbourne, June 1919

Literature

possibly, 'Art of Late John Mather reveals his love of nature',
The Herald, Newcastle, 18 June 1919, p. 6

possibly, 'John Mather's Art: Love and Nature Revealed',
The Newcastle Sun, Newcastle, 23 June 1919, p. 4

possibly, 'Mr John Mather's Pictures', *The Argus*, Melbourne,
26 June 1919, p. 4

Related Work

Autumn in the Fitzroy Gardens, 1894, oil on canvas, 61.0 x 91.3cm,
in the collection of the National Gallery of Victoria, Melbourne





76

JOHN GLOVER (1767-1849)

Ullswater from Gowbarrow Park, c.1805

titled verso (in a later hand unsighted)

watercolour on paper

42.5 x 60.0cm (16 3/4 x 23 5/8in).

\$8,000 - 12,000

Provenance

Thomas Agnew and Sons, London (label attached verso)

Private collection, Perth

Deutscher ~ Menzies, Sydney, 10 March 2004, lot 200

Private collection, Sydney

Exhibited

Society of Painters in Watercolour, London, 1807, cat. 324

That Magic Land, Art Gallery of Western Australia, Perth

(label attached verso)



77

WALTER WITHERS (1854-1914)

Rural Landscape, c.1910

signed lower right: 'Walter Withers / M'

oil on panel

13.0 x 31.5cm (5 1/8 x 12 3/8in).

\$5,000 - 8,000

Provenance

Leonard Joel, Melbourne, c.1970

Mrs Susan Aird, Melbourne

thence by descent

Private collection, Melbourne



78

**NORMAN ALFRED WILLIAM LINDSAY
(1879-1969)**

Beethoven, 1921

numbered, dedicated, signed and dated

below image: 'No.49, To my friend

Beutler - Norman Lindsay 1921'

titled lower centre: 'Beethoven'

etching, engraving and stipple, edition: 49/50

33.0 x 28.0cm (13 x 11in).

\$2,000 - 3,000

Provenance

Private collection, Queensland

Exhibited

Etchings by Eminent Australian and European Artists, The Fine Art Society's Gallery,

Melbourne, 4 - 15 October 1921, cat. 7

(another example)

Third International Print Maker's Exhibition,

Los Angeles Museum, United States of

America, 21 March - 16 April 1922, cat. 7

(another example)

The Exhibition of Australian Art Held under the

Auspices of the Society of Artists in London,

Royal Academy of Arts, Burlington House,

London, October 1923, cat. 224

(another example)



79

JOHN OLSEN (BORN 1928)

Summer at 'Owls Wood', 2003

a suite of 10 etchings and frontispiece housed

in an embossed solander box

printed by Max Miller at East Kangaloon

in 2003

edition: 5/30

each numbered, titled, signed and dated

below image

38.0 x 28.0cm (14 15/16 x 11in).(sheet size)

AU\$2,000 - 3,000

Provenance

Private collection, Sydney

80

VARIOUS ARTISTS

The 1990 Collection, a Portfolio of Australian Women Artists
a suite of 10 prints commissioned by The New South Wales Cancer Council housed in a clamshell folio edition of 100

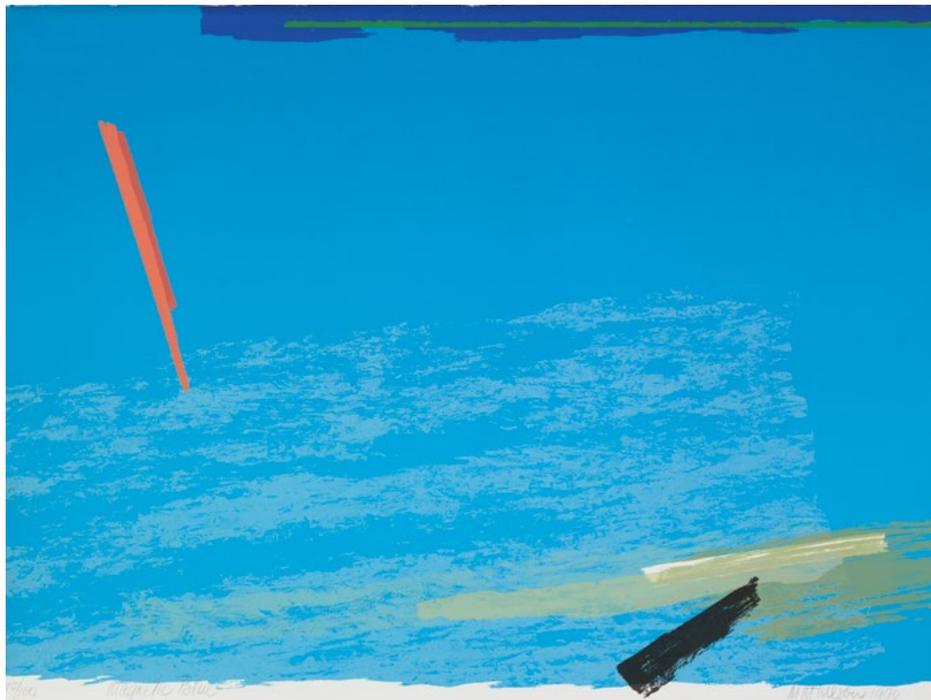
including prints by Marion Borgelt, Helen Eager, Kerrie Lester, Mary MacQueen, Banduk Marika, Mandy Martin, Susan Norrie, Ada Bird Petyarre, Ann Thomson and Margaret Wilson

57.0 x 76.0cm (22 7/16 x 29 15/16in) (sheet size)

\$2,000 - 3,000

Provenance

Private collection, Sydney



Ann Thomson, *Magnetic Blue*, 1990

81

VARIOUS ARTISTS

The Australian Legal Group Contemporary Print Collection
a suite of 10 etchings housed in a clamshell folio edition: 37/65

including prints by Arthur Boyd, Lawrence Daws, Robert Juniper, Colin Lanceley, Banduk Marika, Sidney Nolan, John Olsen, Jan Senbergs, Tim Storrier and Ann Thomson

57 x 76cm (22 7/16 x 29 15/16in) (sheet size)

\$3,000 - 4,000

Provenance

Private collection, Sydney

Related Work

Other editions of this folio are held in the collections of the National Gallery of Australia, Canberra, the Art Gallery of New South Wales, Sydney, the Bundanon Trust, New South Wales and the British Museum, London



Tim Storrier, *Saddle (traditional)*, 1988



82

MICK MAGANI (CIRCA 1920-1984)

Untitled (figure with totemic animals and plants)
 natural earth pigments on eucalyptus bark
 83.0 x 31.0cm (32 11/16 x 12 3/16in).

\$1,000 - 2,000

Provenance

Private collection, Sydney



83

PETER NABARLAMBARL (CIRCA 1930-2001)

Rainbow Serpent of the Dreamtime, 1991
 natural earth pigments on eucalyptus bark
 76.5 x 28.0cm (30 1/8 x 11in).

\$800 - 1,200

Provenance

Collection of Dorothy Bennett, 1991
 Aboriginal Dreamtime Gallery, Alice Springs
 Private collection, Melbourne

This painting is accompanied by documentation from Dorothy Bennett and Aboriginal Dreamtime Gallery.



84

TOMMY GONDORRA STEELE (BORN 1940)

Wurdeja Mythology with Wangarra Spirits, 2000
 natural earth pigments and synthetic binder on eucalyptus bark
 102.5 x 45.0cm (40 3/8 x 17 11/16in).

\$1,000 - 2,000

Provenance

Maningrida Arts and Culture, Northern Territory
 (label attached verso cat. 8562000BP)
 Private collection, Melbourne

Exhibited

In the Heart of Arnhem Land - Myth and the Making of Contemporary Aboriginal Art, Musée de l'Hôtel Dieu, Mantes-La-Jolie, France, 24 June - 31 October 2001

Literature

In the Heart of Arnhem Land - Myth and the Making of Contemporary Aboriginal Art, Musée de l'Hôtel Dieu, Mantes-La-Jolie, France, 2001, p. 87, cat. 34 This painting is accompanied by documentation from Maningrida Arts and Culture.



85

KAY LINDJUWANGA (BORN 1957)

Mardayin, 2005
 natural earth pigments and synthetic binder on eucalyptus bark
 168.0 x 42.0cm (66 1/8 x 16 9/16in).

\$2,000 - 3,000

Provenance

Maningrida Arts and Culture, Northern Territory
 (label attached verso, cat. 2741-05)
 Private collection, Melbourne

This painting is accompanied by documentation from Maningrida Arts and Culture.



86

MICK KUBARKKU (CIRCA 1925-2008)

Crocodile, c.1975

natural earth pigments on eucalyptus bark
133.0 x 50.0cm (52 3/8 x 19 11/16in).

\$2,000 - 3,000

Provenance

Private collection, Sydney

87

**MICK KUBARKKU
(CIRCA 1925-2008)**

Yawk Yawk Spirits, c.1997
natural earth pigments on paper
104.0 x 75.0cm (40 15/16 x 29 1/2in).

\$2,500 - 3,500

Provenance

Aboriginal Dreamtime Gallery,
Alice Springs
Private collection, Melbourne



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This notice is addressed by *Bonhams* to any person who may be interested in a *Lot*, including *Bidders* and potential *Bidders* (including any eventual *Buyer* of the *Lot*). For ease of reference we refer to such persons as "*Bidders*" or "you". Our List of Definitions and Glossary is incorporated into this *Notice to Bidders*. It is at Appendix 3 at the back of the *Catalogue*. Where words and phrases are used in this notice which are in the List of Definitions, they are printed in italics.

IMPORTANT:

Additional information applicable to the *Sale* may be set out in the *Catalogue* for the *Sale*, in an insert in the *Catalogue* and/or in a notice displayed at the *Sale* venue and you should read them as well. Announcements affecting the *Sale* may also be given out orally before and during the *Sale* without prior written notice. You should be alert to the possibility of changes and ask in advance of bidding if there have been any.

If the *Lot* is knocked down to you, you will be liable to pay the *Purchase Price*, which is the *Hammer Price* which includes any applicable *GST*, plus *Buyers Premium* and any *Additional Premium* on the *Hammer Price*. See sections 6, 7 and 9 below for more details.

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Subject to the *Contractual Description* printed in bold letters in the *Entry* about the *Lot* in the *Catalogue* (see paragraph 3 below), *Lots* are sold to the *Buyer* on an "as is" basis, with all faults and imperfections. Illustrations and photographs contained in the *Catalogue* (other than photographs forming part of the *Contractual Description*) or elsewhere of any *Lots* are for identification purposes only. They may not reveal the true condition of the *Lot*. A photograph or illustration may not reflect an accurate reproduction of the colour(s) of the *Lot*. *Lots* are available for inspection prior to the *Sale* and it is for you to satisfy yourself as to each and every aspect of a *Lot*, including its authorship, attribution, condition, w, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the *Hammer Price*). It is your responsibility to examine any *Lot* in which you are interested. It should be remembered that the actual condition of a *Lot* may not be as good as that indicated by its outward appearance. In particular, parts may have been replaced or renewed and *Lots* may not be authentic or of satisfactory quality; the inside of a *Lot* may not be visible and may not be original or may be damaged, as for example where it is covered by upholstery or material. Given the age of many *Lots* they may have been damaged and/or repaired and you should not assume that a *Lot* is in good condition. Electronic or mechanical parts may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity will be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electrician on their status before doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details.

Any person who damages a *Lot* will be held liable for the loss caused.

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

The *Catalogue* contains an *Entry* about each *Lot*. Each *Lot* is sold by its respective *Seller* to the *Buyer* of the *Lot* as corresponding only with that part of the *Entry* which is printed in bold letters and (except for the colour, which may be inaccurately reproduced) with any photograph of the *Lot* in the *Catalogue*. The remainder of the *Entry*, which is not printed in bold letters, represents *Bonhams'* opinion (given in good faith on behalf of the *Seller*) about the *Lot* only and is not part of the *Contractual Description* in accordance with which the *Lot* is sold by the *Seller*.

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In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams'* opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an estimate of value.

Please note that as it is only an estimate of the *Hammer Price* the *Estimate* does not take into account any *Buyer's Premium* payable. *Lots* can in fact sell for *Hammer Prices* below and above the *Estimate*. Any *Estimate* should not be relied on as an indication of the actual selling price or value of a *Lot*. *Estimates* are in the currency of the *Sale*.

Where the *Seller* has indicated that it is registered or required to be registered for *GST*, *GST* will be included in the *Hammer Price*.

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The *Seller* does not make or agree to make any representation of fact or contractual promise, guarantee or warranty and undertakes no obligation or duty, whether in contract or in tort (other than to the eventual *Buyer* as set out above), in respect of the accuracy or completeness of any statement or representation made by him or on his behalf, which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. Other than as set out above, no statement or representation in any way descriptive of a *Lot* or any *Estimate* is incorporated into any *Contract for Sale* between a *Seller* and a *Buyer*.

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You have the opportunity of examining the *Lot* if you want to and the *Contract for Sale* for a *Lot* is with the *Seller* and not with *Bonhams*; *Bonhams* acts as the *Seller's* agent only (unless *Bonhams* sells the *Lot* as principal). *Bonhams* undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or otherwise of any descriptions or opinions given by *Bonhams*, or by any person on *Bonhams'* behalf, whether in the *Catalogue* or elsewhere. You should not suppose that such examinations, investigations or tests have occurred.

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Alterations

Descriptions and *Estimates* may be amended at *Bonhams'* discretion from time to time by notice given orally or in writing before or during a *Sale*.

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 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 us) 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 or coins 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 or notes

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: HKBAAU28

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.

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 info.au@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

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 Kutichinsky

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

2. A diamond brooch, signed Kutichinsky

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 Kutichinsky

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 97-99 Queen Street, Woolahra NSW, 2025, 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 *Seller* undertakes to you that:
 - 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
 - 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* 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 *Lot*
 - 2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot*;

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 GST, unless otherwise indicated, the sale of the <i>Lot</i> will be a taxable supply by the <i>Seller</i> and subject to GST and GST will be included in the Hammer Price. Where the Sale is a taxable supply, Bonhams (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 Consumers, 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.		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.	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 <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> .		
		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	THE CONTRACT
		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).	1.1	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> .
		12	GOVERNING LAW & DISPUTE RESOLUTION	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	MISCELLANEOUS	12.1	Law	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> .
11.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		All transactions to which the <i>Contract for Sale</i> 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 11.2) the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that state or territory of Australia, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction.	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.
11.2	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> .	12.2	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:
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.	12.2.1	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;
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 c/o <i>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.	12.2.2	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;	1.5.2	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> ;
		12.2.3	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 Sydney	1.5.3	we will provide guarantees in the terms set out in paragraphs 9 and 10.
				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	<p>PERFORMANCE OF THE CONTRACT FOR SALE</p> <p>You undertake to us personally that you will observe and comply with all your obligations and undertakings to the <i>Seller</i> under the <i>Contract for Sale</i> in respect of the <i>Lot</i>.</p>	enter into a contract (the " <i>Storage Contract</i> ") with a <i>Storage Contractor</i> for the storage of 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 GST 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	contract; 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	<p>PAYMENT</p>	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	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> :	4.6	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;
3.1.1	the <i>Purchase Price</i> for the <i>Lot</i> ;	7.1.8		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;
3.1.2	a <i>Buyer's Premium</i> in accordance with the rates set out in the <i>Notice to Bidders</i> ; and	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;
3.1.3	if the <i>Lot</i> is marked [A*], an <i>Additional Premium</i> which is calculated and payable in accordance with the <i>Notice to Bidders</i> together with GST 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> .	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;
3.2	You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.	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> .
3.3	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.	6	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.
3.4	If GST 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 GST, the sums otherwise payable are increased by the amount of GST and you must make payment of the increase at the same time as you must pay the other sums due.	6	RESPONSIBILITY FOR THE LOT	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.
3.5	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 GST and any interest earned and/or incurred until payment to the <i>Seller</i> .	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.	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.
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.	6.2	You are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i> .	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT
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> .	7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	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:
4	<p>COLLECTION OF THE LOT</p>	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>):	7.1.1	to terminate this agreement immediately for your breach of contract;
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.	7.1.2		7.1.2	to retain possession of the <i>Lot</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> .	7.1.3		7.1.3	to remove, and/or store the <i>Lot</i> at your expense;
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> .	7.1.4	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	7.1.4	
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				

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 of the Lot</i> or any <i>Entry or 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.			11.6	References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams' officers, employees and agents</i> .
9.2	Paragraph 9 applies only if:	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:	11.7	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' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction (and Bonhams enter into this agreement on trust for each such person).</i>
9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.	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 of the Lot plus 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
9.4	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> .			12.1	Law 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.
9.5	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, Buyer's Premium, GST and Expenses</i> paid by you in respect of the <i>Lot</i> .				
9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.				
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 97-99 Queen Street, Woollahra NSW, 2025, 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.

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"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: -

"artist's resale right": the right of the creator of a work of art to receive a payment on Sales of that work subsequent to the original Sale of that work by the creator of it as set out in the Resale Royalty Right for Visual Artists Act 2009.

"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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