

The background of the entire page is a large, impressionistic painting. It depicts a waterfront scene, possibly in Melbourne, featuring a bridge with arches on the left, a large building with a gabled roof on the right, and several figures in the foreground and middle ground. The sky is filled with soft, blended colors of blue, pink, and yellow, suggesting a sunset or sunrise. The overall style is painterly and atmospheric.

Bonhams

1793

# Important Australian Art

Colonial to Modern,  
Contemporary & Indigenous Art

Tuesday 20 August 2013 at 7.30pm  
Ormond Hall, Melbourne





Bessie Davidson



# Important Australian Art

Tuesday 20 August 2013 at 7.30pm  
Ormond Hall, Melbourne

## Bonhams

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**Sale Number:** 21282

**Catalogue:** \$30

## Illustrations

Front cover: Lot 129  
Inside front cover: Lot 120  
Inside back cover: Lot 115  
Opposite page: Lot 110  
Following page: Lot 111

## Auction

Ormond Hall  
557 St Kilda Road  
(entrance via Moubray Street)  
Melbourne VIC 3004  
Tuesday 20 August at 7.30pm

## Viewing

**Sydney**  
Byron Kennedy Hall  
The Entertainment Quarter  
122 Lang Road, Moore Park  
9 – 11 August 10am to 5pm

**Melbourne**  
Como House  
Cnr Williams Road  
& Lechlade Avenue  
South Yarra VIC 3141  
16 – 19 August 10am to 5pm

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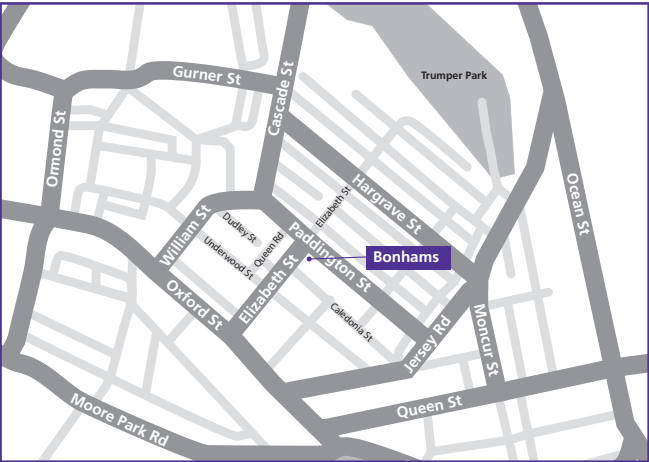




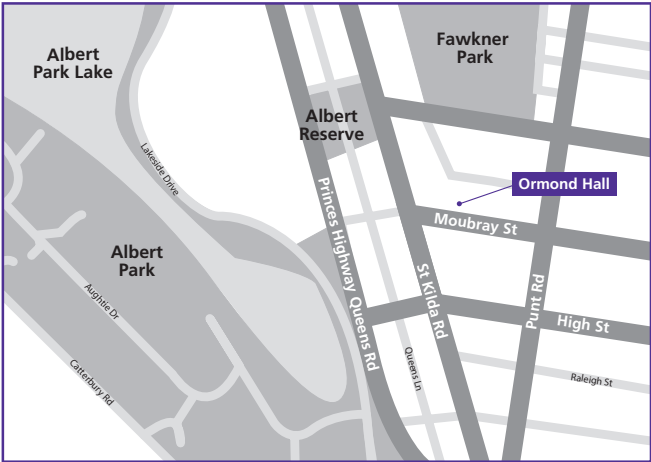




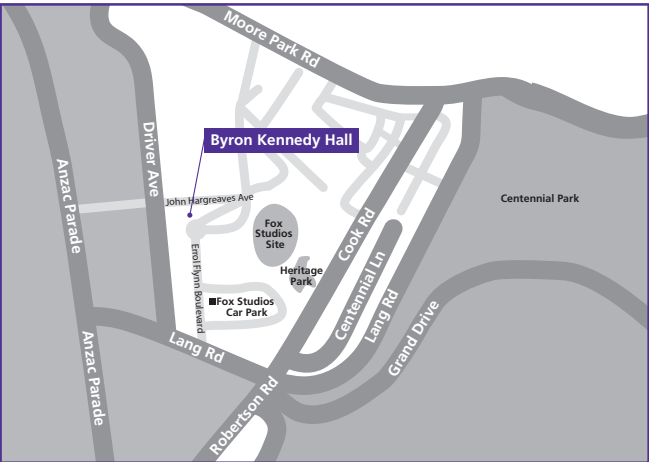
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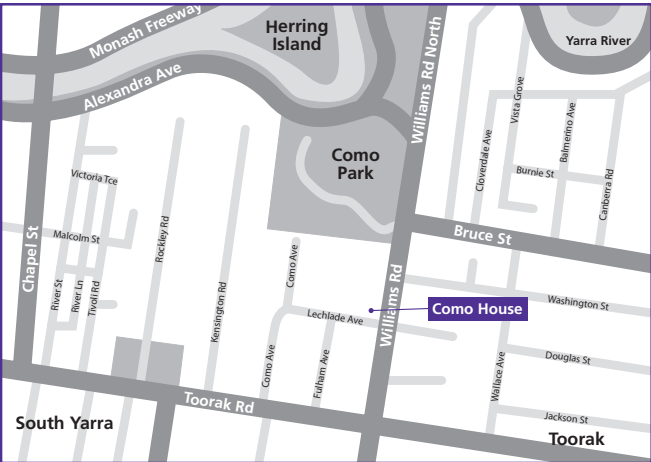
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Ormond Hall



Byron Kennedy Hall



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To be read together with Bonhams Notice  
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101

**John Joseph Wardell Power (1881-1943)**

Abstract Figure

signed with pentagon insignia lower right

oil on canvas

64.8 x 39.0cm (25 1/2 x 15 3/8in).

**\$30,000 - 40,000**

PROVENANCE

Collection of the artist

Frank O'Neill, United Kingdom c.1930

Thence by descent to the current owner, United Kingdom







102

**John Olsen (born 1928)**

Salute to Slessors Five Bells 1973

signed, dated and inscribed 'Salute to Slessors 5 Bells John Olsen 1973'

lower right

watercolour, gouache and pastel on paper

49.0 x 73.5cm (19 5/16 x 28 15/16in).

**\$18,000 - 22,000**

PROVENANCE

Australian Galleries, Melbourne

Private collection, Perth







103

**Albert Namatjira (circa 1902-1959)**

South MacDonnell Ranges c.1950

signed 'ALBERT NAMATJIRA' lower right; bears artist's name and title verso  
watercolour and pencil on paper

25.5 x 35.5cm (10 1/16 x 14in).

**\$20,000 - 25,000**

**PROVENANCE**

Collected by the original American owner on a trip to Australia in the 1950s

Thence by descent

Thence by descent to the current owner, United States of America

Cf. For a related work see *Central Australian Landscape* in Andrew Mackenzie,  
*Albert Namatjira 1902 - 1959*, Famous Australian Art Series, New South Wales:  
Mallard Press Books, 1989 (second edition), p. 45 (illus.)





© Legend Press, Sydney

**104**

**Clifton Pugh (1924-1990)**

Hawkesbury Bird 1962

signed and dated 'Clifton Pugh / 62' lower right

oil on board

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

**\$10,000 - 15,000**

**PROVENANCE**

Rudy Komon Gallery, Sydney, 1963

Private collection, Sydney

**EXHIBITED**

1962 *Wynne Prize*, Art Gallery of New South Wales, Sydney,

19 January - 17 February 1963, titled 'Along the Hawkesbury'





105

**Ken Whisson (born 1927)**

Recollections of the Wimmera 1986

signed, dated and inscribed 'Ken Whisson / "Recollections  
of the Wimmera" / painted: 18/4/86 / 13/5/86 + 9/7/86' verso

oil on canvas

109.0 x 119.0cm (42 15/16 x 46 7/8in).

**\$25,000 - 35,000**

**PROVENANCE**

Ray Hughes Gallery, Sydney, 1989

Private collection, Sydney

**EXHIBITED**

*Jack Manton Prize 1989: recent work by twelve Australian artists,*

Queensland Art Gallery, Brisbane, 1989 (label attached verso)





**106**

**Rick Amor (born 1948)**

The Waiter 1996

signed and dated 'RICK AMOR '96' lower left

oil on canvas

97.0 x 130.0cm (38 3/16 x 51 3/16in).

**\$50,000 - 70,000**

**PROVENANCE**

Niagara Galleries, Melbourne

Corporate Collection, Melbourne

Corporate Collection, Melbourne

**LITERATURE**

Gavin Fry, *Rick Amor*, The Beagle Press, Sydney, 2008, p. 71 (illus.)





107

**John Kelly (born 1965)**

Cows Falling 1994-95

bronze, oil paint and steel

*130.0 x 42.0 x 25.0cm (1 3/16 x 16 9/16 x 9 13/16in).*

**\$20,000 - 30,000**

PROVENANCE

Niagara Galleries, Melbourne

Corporate Collection, Melbourne





108

**Otto Pareroutja (1914-1973)**

Untitled (Central Australian landscape)

signed 'Otto Pareroutja' lower right

watercolour and pencil on paper

51.0 x 71.0cm (20 1/16 x 27 15/16in).

**\$12,000 - 18,000**

PROVENANCE

Sturt Gallery, Darwin

Private collection

This work showcases Pareroutja's unique and distinctive style within the Hermannsburg school of painting. In contrast to the more serene and quietly powerful landscapes of Namatjira and Rex Battarbee, the artist developed a dynamic approach, using repetitive patterns and lines and a vibrant palette to give his paintings a sense of rhythmic movement and life. Like Namatjira, Pareroutja frames his landscape with the gnarled form of a solid and ancient gum in the foreground which then leads the viewer's eye to the varying colours of the distant mountain ranges of the Aranda landscape. T. G. H Strehlow saw the artist as tied to his ancient land 'in close harmony with Ancient Aranda...tales, according to which many of these old gums had arisen from poles abandoned on their travels by their original totemic ancestors' (Wayne Tunncliffe in Hetti Perkins, *Tradition Today: Indigenous Art in Australia*, Art Gallery of New South Wales, Sydney, 2004, p.116).













109

**Arthur Boyd (1920-1999)**

Wimmera Landscape c.1963

signed 'arthur boyd' lower right

oil and tempera board

83.5 x 119.5cm (32 7/8 x 47 1/16in).

**\$90,000 - 120,000**

PROVENANCE

Rudy Komon Gallery, Sydney

Private collection, Sydney

Arthur Boyd, like other major Australian artists of his generation returned to major themes throughout his careers: one thinks of Nolan and Kelly or Williams and the You Yangs. Boyd's visit to the Wimmera in the late 1940's would be a defining point for the young artist's oeuvre and would see him return to the subject sporadically over the following decades.

He first visited the Wimmera district during the summer of 1948-49, when he travelled with his friend Jack Stephenson, a poet, to Horsham and painted the countryside near the Wimmera River. "He discovered there the hint of something that had drawn other painters of his generation, a subject tentatively recorded by only a few artists of the nineteenth century and touched upon by even fewer: the empty spaces of the great interior."<sup>1</sup>

Boyd had a fascination with placing his subjects within the confines of narrow valleys, stemming from his early works such as *The expulsion* 1947-48 (in the collection of the Art Gallery of New South Wales, Sydney) or perhaps earlier, *Glen Waverely* 1936 (in the collection of the National Gallery of Australia, Canberra). This structure would become the backdrop to many of his Bride paintings from his most celebrated series *Love, death and marriage of a half cast*.

Dissimilar to many of his 'Wimmera series, in which huge, open, yellow fields become grandiose spaces for Boyd to place a single human, bird or a horse-drawn carriage'<sup>2</sup> *Wimmera landscape* c. 1963 focuses on the dwindling hills, rock strewn gully, dead gums and thorny undergrowth that subsume the traces of human presence.

<sup>1</sup> Barry Pearce, *Arthur Boyd: retrospective*, Art Gallery of New South Wales, The Beagle Press, 1999, p. 20

<sup>2</sup> Sandra McGrath, *The Artist and the Desert*, Bay Books, Sydney, 1981, p. 72





110

**Bessie Davidson (1879-1965)**

Fillette au Perroquet (Girl with a parrot) 1913  
also known as 'Sur le Balcon (On the balcony)'  
signed and dated 'Bessie Davidson / 1913' lower right  
oil on canvas  
92.0 x 73.0cm (36 1/4 x 28 3/4in).  
**\$200,000 - 300,000**

**PROVENANCE**

Collection of the artist  
Thence by descent  
*Drawing and Painting, Impressionist and Modern*,  
Drouot Motaigne, Paris, 27 November 1997, lot 38 (illus.)  
Private collection, London

**EXHIBITED**

Salon de la Société Nationale des Beaux Arts, Grand Palais, Paris, 1914  
*Bessie Davidson 1880-1965*, Paris, (organised by the 'Association des amis du peintre Bessie Davidson'), May 1995  
*Bessie Davidson, Paintings from Private Collections in France*,  
Australian Embassy, Paris, France, 5 May - 23 July 1999

**LITERATURE**

Arlette Ribadeau Dumas, *Bessie Davidson 1880-1965*, exh. cat.,  
organised by the 'Association des amis du peintre Bessie Davidson',  
1995 (illus. detail)  
Terry Ingram, 'At \$230,000 Bessie's painted a rare bird', *Australian Financial Review*, 11 December 1997, p. 32 (illus.)  
Penelope Little, 'The beauty of common things: The rediscovery of Bessie Davidson', *Art and Australia*, 1999, vol. 36, no. 4, pp.481-3, p. 481 (illus.)  
Penelope Little, *A Studio in Montparnasse, Bessie Davidson: An Australian Artist in Paris*, Craftsman House, 2003, p. 176, pl. 11 (illus. and cover in situ)  
Sarah Thomas, 'Bessie in Paris', *Australian Book Review*, March 2004, p. 16 (illus. in situ)

The daughter of Scottish immigrants, Bessie Davidson was born in Adelaide in 1879. After rudimentary art training in Australia she left for Europe in 1904 with Rose Macpherson (who was later to be known as Margaret Preston) before becoming a pupil of René-Xavier Prinet at the Académie de la Grande Chaumière. She returned to Australia in 1907 where she rented a studio with Preston for a period of three years and held regular exhibitions at the South Australian Society of Arts. However her circle of friends which she had made in the avant-garde community - including Maurice Denis, Jacques-Emile Blanche, Albert Besnard and Edmond Aman-Jean - drew her back to Paris where she would establish her career. Not only did she show regularly at the Salon during the inter-war period, in 1920 she became the first Australian woman to be elected an Associate of the Salon des Beaux Arts, Paris, and after 27 years of services to her adopted country in 1931 she was appointed Chevalier of the Legion of Honour.

'The approach in *Fillette au Perroquet*, however, is a far more intellectual one in its deliberate application of the flat planes and forceful contours of Gauguin and the Nabis, its reduced perspective and its strong contrasting of the verticals and horizontals of balcony railing, bird-cage and window shutters with the organic forms of plants, all combined with an exuberant, for Davidson totally new, use of impressionistic light.'<sup>1</sup>

<sup>1</sup> Penelope Little, 'The beauty of common things', *Art & Australia*, 1999, vol. 36, no. 4, p. 483





111

**Tim Leura Tjapaltjarri (circa 1929-1984)**

Travelling honey ant dreaming - (version 7) 1972

synthetic polymer paint on composition board

45.5 x 30.5cm (17 15/16 x 12in).

**\$60,000 - 80,000**

PROVENANCE

Purchased at the Stuart Art Centre, Alice Springs in 1973

*Important Aboriginal Art*, Sotheby's, Melbourne, 29 June 1998, lot 126

Private collection

EXHIBITED

*Origins of Western Desert Art: Tjukurr tjangu*, National Gallery of Victoria, Melbourne, 30 September 2011 - 12 February 2012; Musée du quai

Branly, Paris, 9 October 2012 - 20 January 2013

LITERATURE

Judith Ryan and Philip Batty et al., *Origins of Western Desert Art: Tjukurr tjangu*, Melbourne: Council of Trustees of the National Gallery of Victoria, 2011, p. 188 (illus.)

Tim Leura belonged to the Anmatyerr group whose country lies on present day Napperby Station, some 200 kilometres west of Alice Springs. This is the land of the ancestral Honey Ant, *Yerramp*, with which the artist was intimately associated. This totemic linkage served Leura in good stead when he moved to live in the settlement of Papunya, itself built on another ancestral Honey Ant place. In his entry on the artist in Ryan et al, 2011:180-81, John Kean alludes to the fact that the connection with the Honey Ant gave Tim Leura 'agency' at Papunya. He also set up his camp in the north west of the community facing towards Napperby.

The significance of this subject in the artist's life is evidenced by the frequency with which he painted Honey Ant Dreamings. In Bardon and Bardon 2004, pp.334-37, Geoffrey Bardon describes eight paintings by Tim Leura on the subject, and illustrates seven. All the paintings feature symmetrical compositions that are characteristic of Anmatyerr art. In this, the seventh painting in the series, Leura symbolically depicts a major ceremonial event: the parallel lines entering the picture frame from four sides indicate large groups of people making their way to the oval-shaped ceremonial ground which doubles as the nest of the honey ants. Bardon suggests the oval forms in the painting are ceremonial objects decorated in ritual patterns akin to those painted onto the bodies of participants. The concentric roundels represent ground drawings and the ceremony is the domain of men as indicated by the depiction of the fighting boomerangs and stone knives in diagonally opposite corners of the picture.

Wally Caruana





112

**Roy De Maistre (1894-1968)**

Pieta (Stations of the Cross XIII) c. 1953

signed 'R de Maistre' lower left

oil on canvas

80.0 x 59.0cm (31 1/2 x 23 1/4in).

**\$8,000 - 12,000**

**PROVENANCE**

Collection of the artist

By descent within the artist's family

Private Collection, Sydney

The relevance of religious themes was magnified by the Second World War and drew the attention of major artists including de Maistre, Graham Sutherland, Henry Moore and Francis Bacon in Britain and Arthur Boyd, Sidney Nolan and Ian Fairweather in Australia.

De Maistre had painted religious works prior to the Second World War such as *The Crucifixion* 1932-45 (in the collection of the Art Gallery of New South Wales, Sydney) but it was during the immediate post-War years that he produced his most important works including *Stations of the Cross* for Westminster Cathedral. There are three known versions of *Pieta (stations of the cross XIII)* 1950-53, including the present work, a larger, but very similar, example in the collection of the Tate Gallery, London (illustrated in Heather Johnson *Roy de Maistre: The English Years 1930-1968*, Craftsman House, Sydney, 1995, p. 145) and a smaller painting that was exhibited at the Whitechapel Gallery, London in 1960. The artist wrote "Studies and projects for the Stations of the Cross were made in France between 1930 and 1938 and continued in London from 1940 onward. The *Pieta* now in the Tate Gallery stems from these studies", quoted in Mary Chamot, Dennis Farr and Martin Butlin, *The Modern British Paintings, Drawings and Sculpture*, Tate Gallery, London 1964, vol. 2. Another related painting, *The Deposition*, is in the collection of the Art Gallery of New South Wales, Sydney, having being donated by Patrick White in 1974.

Heather Johnson comments that *Pieta (Stations of the Cross XIII)* in the collection of the Tate Gallery achieves depth of feeling through "the repetition of sharp angles in the figures, echoing the angles and thorns of Christ's discarded crown on the right, vividly depicts the acuteness and cruelty of the mother's (and all mothers') pain" (Johnson op. cit. p. 143).





113

**Boxer Milner Tjampitjin (born circa 1935)**

Untitled (Warnalwirri, west of Billiluna) 1991

bears artist's name, dimensions and Warlayirti Artists catalogue  
number 430/91 verso

synthetic polymer paint on canvas

*120.0 x 60.0cm (47 1/4 x 23 5/8in).*

**\$7,000 - 10,000**

PROVENANCE

Warlayirti Artists, Wirrimanu (Balgo Hills), Western Australia

Private collection

This painting is sold with accompanying documentation from Warlayirti Artists with a hand-drawn diagram indicating that the top of the painting depicts a series of rock formations and the high ground around which many of the tributaries of the Sturt Creek flow. The lower register of the painting depicts the low-lying flood plains near Lake Gregory.





**114**

**John Joseph Wardell Power (1881-1943)**

The camp

oil on canvas

*48.6 x 58.4cm (19 1/8 x 23in).*

**\$20,000 - 30,000**

PROVENANCE

Collection of the artist

Frank O'Neill, United Kingdom c.1930

Thence by descent to the current owner, United Kingdom





115

**Arthur Streeton (1867-1943)**

Midday rest

signed 'ARTHUR STREETON' lower left

oil on canvas

*77.5 x 64.0cm (30 1/2 x 25 3/16in).*

**\$90,000 - 120,000**

PROVENANCE

Private collection, London

Thence by descent to the current owner, London





**116**

**Robert Klippel (1920-2001)**

Untitled (standing figure) c.1960

inscribed 'ROBERT / KLIPPEL / QLD ART / METAL SCULPTURE' to base  
mixed metal

*52.0 x 22.0 x 13.0cm (20 1/2 x 8 11/16 x 5 1/8in).*

**\$10,000 - 15,000**

**PROVENANCE**

George Isted, Sydney

Gifted to Private collection, 1967-1968

Thence by descent to the current owner, Queensland





**117**

**Lloyd Rees (1895-1988)**

Gerringong landscape c.1947

signed 'L Rees' lower left

oil on board

*44.0 x 62.0cm (17 5/16 x 24 7/16in).*

**\$25,000 - 35,000**

PROVENANCE

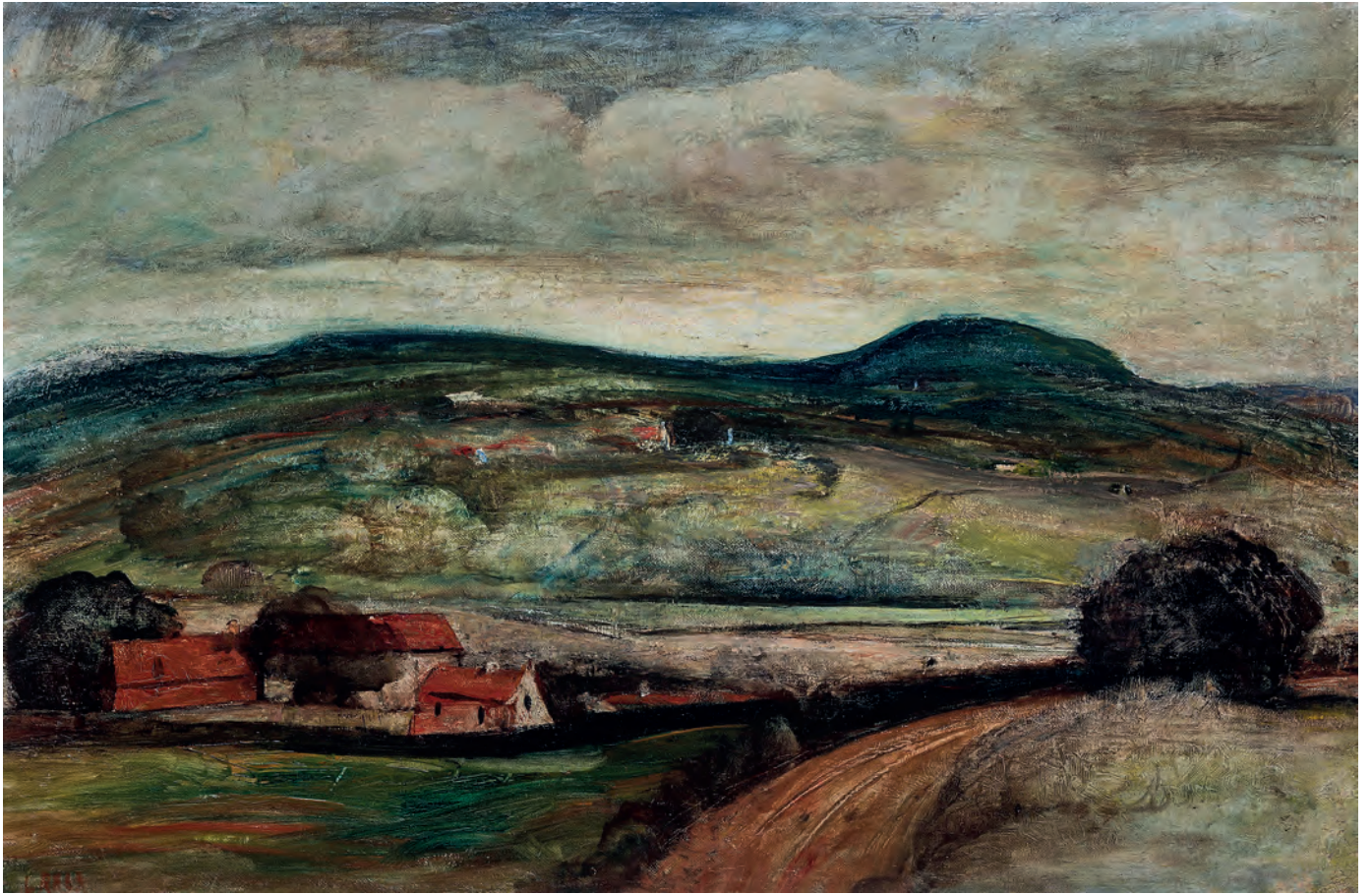
Macquarie Gallery, Sydney (label attached verso)

Private collection

Savill Galleries, Sydney (label attached verso)

Private collection, New South Wales





**118**

**Hans Heysen (1877-1968)**

Bunyeroo Valley, Flinders Ranges c.1932

charcoal, chalk and coloured pencil on paper

*43.0 x 65.0cm (16 15/16 x 25 9/16in).*

**\$6,000 - 8,000**

PROVENANCE

Sir Val Duncan, London

Thence by descent to the current owner, Melbourne





**119**

**Grace Cossington Smith (1892-1984)**

The open window 1954

signed 'G. Cossington-Smith 54' lower left

oil on board

*32.0 x 25.0cm (12 5/8 x 9 13/16in).*

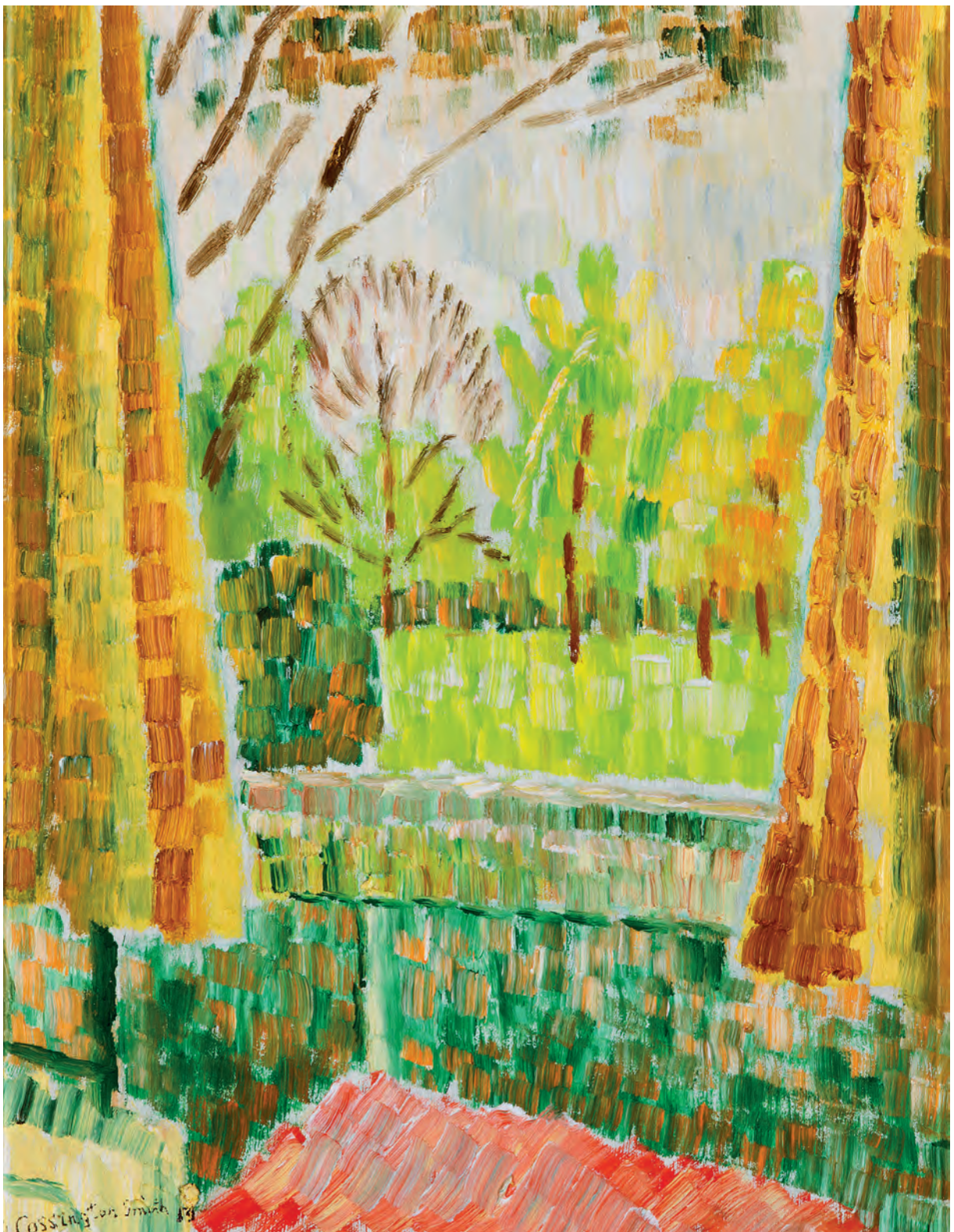
**\$22,000 - 30,000**

**PROVENANCE**

Private collection, Sydney, purchased 1960's

Thence by descent to the current owner, Sydney















120

**Charles Meere (1890-1961) and Studio**

Australian Beach Pattern c.1940

oil on wax on cardboard

73.0 x 102.5cm (28 3/4 x 40 3/8in).

**\$300,000 - 500,000**

**PROVENANCE**

Private collection, Europe

Private collection, Australia

*Fine Australian and European Paintings*, Sotheby's, Sydney,

16 August 1999, lot 39 (illus. cover)

Private collection, Sydney

**LITERATURE**

Terry Ingram, 'Price surge at Sydney art sale', *Australian Financial Review*, 17 August 1999, p. 3 (illus.)

Ben Holgate, '\$395,000 for Boyd painting' *The Australian*, 17 August 1999, p. 5

Peter Cochrane, 'Art sale soars with angels', *Sydney Morning Herald*, Sydney, 17 August 1999, p. 3

**RELATED WORK**

Charles Meere (1890-1961), *Australian Beach Pattern* 1940, oil on canvas, 91.5 x 122.0cm, In the collection of the Art Gallery of New South Wales, Sydney

Born in England in 1890, Charles Meere trained at the Royal College of the Arts as a designer and muralist before moving to Australia in 1930 looking for work as a commercial artist. He shortly set up his own business whilst juggling part time teaching at the East Sydney Technical College alongside other modernist painters including Herbert Badham, Douglas Dundas and E.A. Harvey.

By 1938 Meere had established himself and was granted the job of designing the promotional poster for the British Empire Games, now known as the Commonwealth Games, which were to be held in Sydney. That same year he won the Sulman prize with *Atalanta's eclipse* (now in the collection of the S.H Ervin Gallery, Sydney). To help with the increased work he took on three apprentices including Freda Robertshaw.

In 1938 Meere and his studio assistants also began work on the painting for which he is best remembered, *Australian Beach Pattern* (in the collection of the Art Gallery of New South Wales, Sydney)

Robertshaw recalled that 'Charles never went to the beach. We made up most of the figures, occasionally using one of Charles's employees as a model for the hands and feet, but never the complete figure. They were then arranged to fill in a composition until a small sketch was realised and colour indicated. It was then squared up and enlarged to the size of the painting. The outline was overlaid, pricked and then dusted with chalk. He started with a sepia base to fix the outline and then blocked in the larger areas, working slowly for about a year to complete the painting.'<sup>1</sup>

No other beach painting expresses the spirit of Australia before the Second World War as succinctly as this painting, with its combination of 'national types' and neo-classical composition. Never has the Australian beach been portrayed with such vigour and energy. Far from the leisure and relaxation we expect in the depiction of our beach, this strenuous composition with its heroic figures is more suggestive of a renaissance battle scene."<sup>2</sup>

The present *Australian Beach Pattern* c.1940, rediscovered in Europe in the 1990's is slightly smaller than the version in the Art Gallery of New South Wales, Sydney.

<sup>1</sup> Linda Slutzkin, *Charles Meere 1890 - 1961*, introductory catalogue essay, S.H. Irvin Gallery, Sydney, 198, pp. 6-7, from an interview with Freda Robertshaw, 6 September, 1987.

<sup>2</sup> Linda Slutzkin, 'Spartans in Speedos', in Daniel Thomas (ed.), *Creating Australia: 200 years of art 1788-1988*, International Cultural Corporation of Australia/ Art Gallery Board of South Australia, Adelaide, 1988, p.176-177.





121

**John Mawurndjul (born circa 1952)**

Yawk Yawk 1994

bears artist's name, language group, location, title, medium and catalogue number 1795 on Maningrida Arts and Culture label and Gallery Gabrielle Pizzi label verso

natural earth pigments on eucalyptus bark

166.5 x 50.5cm (65 9/16 x 19 7/8in).

**\$12,000 - 18,000**

PROVENANCE

Maningrida Arts and Culture, Maningrida, Northern Territory

Gallery Gabrielle Pizzi, Melbourne

Private collection

Mawurndjul was taught by his elder brother Jimmy Njiminjuma with whom he painted collaboratively until the late 1970s. The Yawk Yawk was a regular theme of his brother's paintings and also for Mawurndjul early in his career and into the early 1990s in larger format as in this example. One can see the influence of Njiminjuma in this work where the artist chose to leave the Yawk Yawk's hair white rather than infilling it with *rarrk* - a technique used to give more definition to the figure. Here it has the effect of a halo lending the figure a 'supernatural' air. The water lillies attached to the archs at either side of the Yawk Yawk's tail may indicate her transformative powers - a motif commonly used by the artist for this reason when depicting Ngalyod, the Rainbow Serpent.





122

**John Olsen (born 1928)**

Alex Bortignon's Diary of the 1982 exploration of *The Land Beyond Time* Expedition to Western Australia's North-West Coast manuscript on paper, a few early entries in Bortignon's hand and by Mary Durack, but the majority of text a transcription by John Olsen after Alex Bortignon, extra-illustrated with approximately 133 coloured Polaroids (or Kodak equivalent) and 42 original sketches by John Olsen, mostly direct into the text, but a few on leaves from a shorthand book used on the expedition and now pasted in at the appropriate date, within a leather-bound album lettered in blind 'Gästebuch' on upper cover, preserved in fold-over cloth case, 4to, 1982

30.0 x 24.0cm (11 13/16 x 9 7/16in).

(3)

**\$20,000 - 30,000**

The *Diary* covers the 1982 exploration of the North-West Coast of Western Australia carried out by the artist John Olsen, author Mary Durack, art critic Geoffrey Dutton, naturalist Vincent Serventy and Alex Bortignon, leader of the expedition and art dealer, as celebrated in the book *The Land Beyond Time* (1984), a copy of which is included with the lot (inscribed by both Olsen and Bortignon to the mining entrepreneur Sir Garrick Agnew (1930-1987), and with two original sketches by Olsen). The book reproduces dozens of sketches and paintings by Olsen, but despite similarities here and there, those of the *Diary* are different. Work on the text of the *Diary* was abandoned, resulting in some blank leaves. The lot is also offered with a collection of photocopies of alternative sketches by Olsen, newspaper articles etc. all relating to the journey. The diary, book and photocopies are preserved in three matching fold-over cloth cases.

The 42 original drawings and watercolours by John Olsen are:

6 August  
'Cape Inscription'

19 August  
Sketch of Alex Bortignon with camera  
'A Character at Iron Clad'

20 August  
'Marble Bar'

22 August  
Untitled sketch  
Group of three cattlemen  
View of hills

23 August  
Group resting in the shade  
'Horses at 80 Mile Beach'

24 August  
'Meat House at Mandora'  
'Wise dog' [sheltering behind truck]  
Portrait  
Two studies of Aborigines at La Grange

25 August  
Study of an Aborigine

26 August  
'Drunken Aborigine acting as a guru to hippies'

27 August  
'Aborigines outside a Pub'

28 August  
'Confidences' [couple at bar]

6 September  
'Aboriginal afflicted with leprosy'  
'Mowajam People'

7 September  
'Kimberly' (two views)

8 September  
'Brown Bittern'  
'King Leopold Ranges'

10 September  
'White Crowned Friar Bird'

12 September  
Sketch in Drysdale National Park  
'Ash from a burnt tree'  
Basil, Aborigine at Kalumburu  
'The tribal elders answered our question' (head)  
'A hill in Kununurra'  
Sketch of reclining Aborigine with dustbins, dog and washing

21 September  
'Learning to write'

24 September  
Three sketches of Aboriginal groups at Hooker's Creek

29 September  
'Begin exploration of the ranges'  
Sketch of a helicopter

30 March  
'Tree frog'

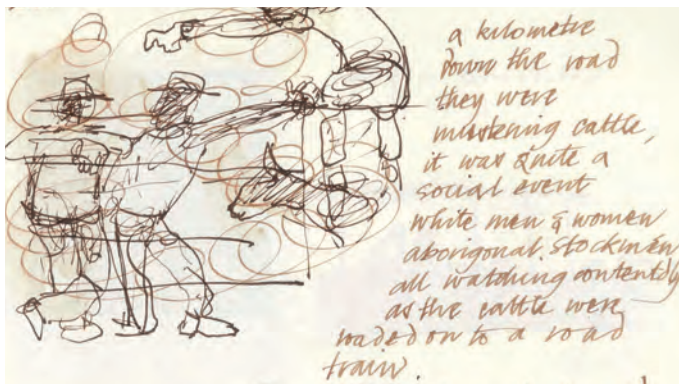
31 March  
'Flight into the conglomerates'  
'Mt. John'

1 April  
'Coming back in the wet'

2-5 April  
'Man on a bike' at Broome  
Aboriginal woman with two children

It seems that the out-of-sequence entries at the end relate to further exploration in the autumn of 1983.





The landscape changed just before Shays Gap to old and very ancient hills which seemed quite oblivious to the sight of man. Shays Gap itself was a prefabricated mining town constructed in a hollow surrounded by crumbling hills, quite claustrophobic, one could imagine how appalling it would be in the summer heat.

We passed through another ore town, Popoworth, the landscape disappeared into a monotonous plain.

We camp overnight in a riverbed (Tubba Tubba) near Struay Ab. Reserve



La Grange.



123

**Benjamin Edwin Minns (1864-1937)**

Girls Sitting with Hat and Umbrella 1916

signed and dated 'B.E. Minns 1910' lower right

watercolour on paper

*45.0 x 43.0cm (17 11/16 x 16 15/16in).*

**\$15,000 - 20,000**

PROVENANCE

Alison Hattersley, New South Wales

The Estate of the Late Alison Hattersley, Goodmans Auctioneers,

Sydney, 12 November 2000, lot 251 (illus. cover)

Private collection, New South Wales





124

**Brett Whiteley (1939-1992)**

Moreton Bay Fig 1979

signed 'Brett Whiteley' lower right; bears edition number '144/200' lower left  
Etching; edition 144/200

60.0 x 49.5cm (23 5/8 x 19 1/2in).

**\$6,000 - 9,000**

This lot is sold with a limited edition book, *Brett Whiteley* by Sandra Mcgrath, Bay Books, Sydney, 1979. Limited to 200 copies fully signed by Brett Whiteley. Edition 144/200

**PROVENANCE**

Berkelouw Books, Sydney

Private collection, New South Wales





125

**Queenie McKenzie (circa 1930-1998)**

Hills of Old Texas 1998

bears artist's name, dimensions, year, Waringarri Aboriginal Arts  
and Tineriba Fine Arts verso

natural earth pigments on canvas

91.0 x 122.0cm (35 13/16 x 48 1/16in).

**\$12,000 - 18,000**

**PROVENANCE**

Waringarri Aboriginal Arts, Kununurra, Western Australia

Private collection

**EXHIBITED**

*Written in the Land: Queenie McKenzie*, a retrospective exhibition,  
Coo-ee Aboriginal Art Gallery, 14 March - 18 April 2009, cat. no. 8430

**LITERATURE**

Jennifer J. Field, *Written in the Land: The Life of Queenie McKenzie*,  
Melbourne: Melbourne Books, 2008, p. 11 (illus.)

Born at Texas Downs Station, McKenzie painted this country throughout her artistic career. *Hills of Old Texas* is one of her final major works executed in the last year of her life and demonstrates the strong attachment she had to her homeland. McKenzie has compressed the landscape in profile view and framed it with a yellow ochre band - techniques that she regularly used throughout her career. According to Judith Ryan, she was one of the only artists who used pink and purple ochre which she mined herself and is in evidence in this painting (Judith Ryan, *Images of Power: Aboriginal Art from the Kimberley*, exh. cat., Melbourne: National Gallery of Victoria, 1993, p.43).





126

**Sidney Nolan (Australian, 1917-1992)**

Landscape c.1950

signed with inverted initial 'N.' lower right; signed and inscribed  
'nolan / Landscape' verso

oil on board

*61.0 x 76.0cm (24 x 29 15/16in).*

**\$8,000 - 12,000**

PROVENANCE

Sir Val Duncan, London

Thence by descent to the current owner, Melbourne





127

**Tjumpo Tjapanangka (circa 1929-2007)**

Wati Kutjarra 2004

bears artist's name, dimensions and Warlayirti Artists catalogue number  
218/04 verso

synthetic polymer paint on linen

180.0 x 150.0cm (70 7/8 x 59 1/16in).

**\$25,000 - 35,000**

PROVENANCE

Warlayirti Artists, Wirrimanu (Balgo Hills), Western Australia

Private collection

This painting is sold with accompanying Warlayirti Artists documentation that describes the *Tjukurrpa* (Dreaming) depicted in this painting as that of the *Wati Kutjarra* - two ancestral brothers who travelled large areas of the desert country teaching people about food, fire and hunting and created many of the landforms in the Tanami and Great Sandy Deserts. The story for this painting takes place at Wilkinkarra (Lake MacKay) far to the south of Balgo. The two brothers travelled there before the lake was formed and lit a large fire that burned through all of this country creating a lake.

For another example by the artist using the same palette and areas of repetitive parallel lines see *Wati Kutjarra, 2003* in Colin Lavery and Elizabeth Lavery et. al., *Beyond Sacred: Australian Aboriginal Art from the Lavery Collection*, Melbourne: Kleimeyer Industries, 2011, p147 (illus.). When discussing this painting offered in Bonhams' auction, *The Lavery Collection: Contemporary Australian Art*, Sydney, 24 March, 2013, lot 161, Wally Caruana aptly describes the 'quivering parallel lines.... suggestive of a mirage in the landscape, shimmering in flames and ash, salt and shifting sands'.





128

**Hans Heysen (1877-1968)**

Tall Timber 1919

signed and dated 'HANS HEYSEN 1919' lower left

watercolour on paper

59.0 x 44.0cm (23 1/4 x 17 5/16in).

**\$35,000 - 45,000**

PROVENANCE

Private collection

*Australian Paintings and Drawings*, Sotheby's, Melbourne, 6 April 1987,

lot 104 (illus.)

Savill Gallery, Sydney (label attached verso)

Private collection, New South Wales













Arthur Streeton



**Arthur Streeton (1867-1943)**

Between the lights - Princes Bridge 1888

signed and dated 'Arthur Streeton - 1888' lower right  
oil on canvas

84.0 x 155.0cm (33 1/16 x 61in).

**\$1,000,000 - 1,500,000**

**PROVENANCE**

Collection of the artist

Mr John H. Connell, Melbourne

The Commercial Travellers Club of Victoria, Melbourne, 1914

*Australian Paintings*, Leonard Joel, Melbourne, 19 November 1971,  
lot 87 (illus.)

Private collection

Mr Neville Healy, Melbourne 1985

Private collection, Melbourne

Private collection, Sydney

**EXHIBITED**

*Victorian Artist's Society Spring Exhibition*, Melbourne, 16 November,  
1888, cat. no. 44

*Golden Summers: Heidelberg and Beyond*, National Gallery of Victoria,  
Melbourne, 30 October 1985 - 27 January 1986; Art Gallery of New  
South Wales, Sydney, 21 February - 20 April 1986; Art Gallery of South  
Australia, Adelaide, 9 May - 29 June 1986; Art Gallery of Western  
Australia, Perth, 30 July - 14 September 1986

*Australian Impressionism*, Ian Potter Centre, National Gallery of Victoria,  
Melbourne, 31 March - 8 July 2007 (label attached verso)

**LITERATURE**

'Victorian Artist's Society, Spring Exhibition', *The Argus*, Melbourne,  
16 November 1888, p. 4

*The Age*, Melbourne, 16 November 1888, p. 8

Table Talk, 23 November 1888, p. 5

'Australian Artists Society, *The Western Mail*, Perth, 8 December  
1888, p. 10

'Victorian Artist's Exhibition', *Illustrated News*, Melbourne, 22 December  
1888, p. 217 (illus.) 219

'Personal', *The Argus*, Melbourne, 14 August 1914, p. 9

Ann Galbally, *Arthur Streeton*, Lansdowne, Melbourne, 1969, cat. no. 17

Jane Clark and Bridget Whitelaw, *Golden Summers, Heidelberg and  
beyond*, National Gallery of Victoria, Melbourne, 1985, pp. 81 (illus.)

Bridget Whitelaw, *The Art of Frederick McCubbin*, National Gallery of  
Victoria, Melbourne, 1991, pp. 10, 20, 44, 84

Mary Eagle, *The oil paintings of Arthur Streeton*, National Gallery of  
Australia, Canberra, 1994, pp. 25-26

Geoffrey Smith, *Arthur Streeton, 1867-1943*, National Gallery of  
Victoria, Melbourne, 1995, p. 22, n.1

Terence Lane, *Australian Impressionism*, National Gallery of Victoria,  
Melbourne, 2007, p. 40, fig. 2.7 (illus.)

The late 1880's were not only a pivotal time for the celebrated birth of the Heidelberg artists, it was also notable for the development of Melbourne. 'Melbourne, in 1888, was at the high point of an extraordinary land boom, the culmination of development and speculation since the gold rushes of the 1850s. Between 1885 and 1890, Professor Miles Lewis estimates that nine or ten new buildings were erected in the city every week, many of them from six to 12-storeys high. In 1888, the country's tallest building, the 12-storey Australian Building, opened in

Elizabeth Street. (Some said it was the tallest building in the world - and for a moment it may have been.)'<sup>1</sup> One of the highlights of the year was the opening of the newly built Princes Bridge across the Yarra.

Arthur Streeton's *Between the lights, Princes Bridge* captures the final stages of construction. Exhibited in the Victorian Artists Society spring exhibition of 1888 it was reviewed as 'one of the few attractive landscapes.... Mr Streeton belongs to the school of French impressionists in landscape, and in his pictures there is a certain clever vagueness that leaves something to the imagination. His pictures are by no means 'Beastly clean'. *Princes Bridge*, by no means a picturesque object *per se* is made to look almost poetical under Mr Streetons' brush. It is shown in the twilight, the arches are half veiled in mist, and one may people the bridge as one will.'<sup>2</sup>

The painting was purchased from the exhibition by John H. Connell, nephew and heir to the owner of Young and Jackson's hotel, located at the north end of the bridge. Connell was a prominent collector and later in life became a trustee of the National Gallery of Victoria. 'John H. Connell almost certainly acquired or was given the impression for '*Between the lights - Princes Bridge*' (now in the collection of the National Gallery of Australia, Canberra) when he bought the large work, *Between the lights, Princes Bridge*. Eventually in 1914, he gave the large painting to the Commercial Travellers' Association of Victoria.'<sup>3</sup>

The choice of urban subject matter in 1888 was not only of interest to Streeton but also to his Heidelberg School contemporaries. McCubbin depicted a Yarra river scene titled *Melbourne in 1888* (in the collection of the National Gallery of Victoria, Melbourne) made real by the belching smoke of ships and chimneys; Tom Roberts showed working shipping on Sydney Harbour set against a murky, smoke-polluted sky in *An Autumn Morning, Milson's Point, Sydney* (in the collection of the Art Gallery of New South Wales, Sydney); and Charles Conder's *Departure of the Orient - Circular Quay* (also in the collection of the Art Gallery of New South Wales, Sydney) portrayed a rainy day along the built-up Sydney waterfront.

Streeton was just 21 when he painted *Between the lights, Princes Bridge*, yet despite his youth he produced the majority of his best known works in the years 1888 - 1891. The most recognised works of this time were painted on the same size, grand-scale, canvases as the present work: *Golden summer, Eaglemont* 1889 (in the collection of the National Gallery of Victoria, Melbourne); *Still glides the stream, and shall for ever glide* 1890 (in the collection of the Art Gallery of New South Wales, Sydney); and *Spring* 1890 (in the collection of the National Gallery of Victoria, Melbourne).

<sup>1</sup> Terry Lane, 'A Legacy of Marvelous Melbourne', *The Age*, Melbourne, 6 September 2003

<sup>2</sup> 'Australian Artists Society, *The Western Mail*, Perth, 8 December 1888, p. 10

<sup>3</sup> Mary Eagle, *The Oil Paintings of Arthur Streeton in the National Gallery of Australia*, National Gallery of Australia, Canberra, 1994, p.26



*Impression for 'Between the lights - Princes Bridge'* c.1888  
oil on wood panel, later mounted on paperboard  
10.4 x 23.1 cm  
National Gallery of Australia, Canberra  
Purchased 1971





130

**Uta Uta Tjangala (circa 1926-1990)**

Untitled (Two boys' dreaming - boys; hairpiece dreaming) 1972  
natural earth pigments and synthetic polymer paint on composition board  
45.5 x 45.0cm (17 15/16 x 17 11/16in).  
**\$40,000 - 60,000**

**PROVENANCE**

Purchased directly from the artist at Papunya in June/July 1972  
W. L. Jackson Collection of Early Western Desert Paintings, Victoria  
*Important Aboriginal Art*, Sotheby's, Melbourne, 28 June 1999, lot 74  
Private collection  
*Aboriginal Art*, Sotheby's, Melbourne, 31 July 2006, lot 82  
Private collection

**EXHIBITED**

*Origins of Western Desert Art: Tjukurr tjangu*, National Gallery of Victoria,  
Melbourne, 30 September 2011 - 12 February 2012; Musée du quai  
Branly, Paris, 9 October 2012 - 20 January 2013

**LITERATURE**

Geoffrey Bardon and James Bardon, *Papunya, A Place Made After the Story: The Beginnings of the Western Desert Painting Movement*, The Miegunyah Press, Melbourne, 2004, p. 498, painting 485 (illus.)  
Judith Ryan and Philip Batty et al., *Origins of Western Desert Art: Tjukurr tjangu*, Melbourne: Council of Trustees of the National Gallery of Victoria, 2011, p. 145 (illus.)

In Bardon and Bardon 2004, pp.474-501, Geoffrey Bardon devotes an entire chapter to paintings by various Papunya artists about 'Children's Stories'. The paintings were the result of requests made by Bardon of the artists to paint pictures that could be accessible to boys and girls, rather than those that dealt with more esoteric subjects. A number of children's stories were painted for Bardon soon after the completion of the murals on the Papunya school walls in 1971, however the art teacher was not satisfied by aesthetic merits of these early works (*ibid*: 64). In 1972 he approached Tim Leura Tjapaltjarri, Johnny Warangkula Tjupurrula and Kaapa Tjampitjinpa, as well as a group of Pintupi painters including Uta Uta Tjangala, with a similar request and this time he met with greater success. Thirty-nine of these paintings are documented in Bardon's chapter 'The Children's Stories' mentioned above.

Uta Uta Tjangala's *Untitled, (Two Boys Dreaming) (Pintupi Boy's Hairpiece Dreaming)* features the artist's characteristic quasi-symmetrical organization of elements within the picture frame. Bardon describes the four smaller U-shapes as boys sitting down, the concentric roundels as fireplaces, the one in the lower left as a sand mosaic, and the central section representing the ceremonial hairpiece. The painting appears to allude to a boys' initiation ceremony where the initiates receive a *yiruwarra* or *yakirri*, a red headband denoting manhood. In Ryan et al, 2011:126, John Kean describes Uta Uta Tjangala as invariably carrying two spears and a spear-thrower, and wearing 'a red-ochred hair-string or red woollen *yakirri*'. This would suggest the painting may reflect an auto-biographical aspect of the artist's life.

Wally Caruana





**131**

**Hans Heysen (1877-1968)**

Australian landscape 1927

signed and dated 'Hans Heysen 1927' lower left  
watercolour on paper

32.0 x 40.0cm (12 5/8 x 15 3/4in).

**\$6,000 - 8,000**

PROVENANCE

Private collection, New South Wales





**132**

**Penleigh Boyd (1890-1923)**

Hillside landscape c.1910

signed 'Pen Boyd' lower right

oil on board

23.0 x 30.5cm (9 1/16 x 12in).

**\$8,000 - 12,000**

**PROVENANCE**

Private collection

Savill Galleries, Sydney (label attached verso)

Private collection, New South Wales

**EXHIBITED**

*A Century of Australian Paintings*, Savill Gallery, Sydney, 21 April - 21 May

1988, cat. no. 13

**LITERATURE**

*A Century of Australian Paintings*, exh. cat., Savill Gallery, Sydney, 1988,

cat. no. 13 (illus.)





133

**Sidney Nolan (Australian, 1917-1992)**

Bottlebrush 1955

signed and dated 'Nolan 55' lower right; signed with initial,  
dated and inscribed '21 / 3 / 55 Bottlebrush / N' verso

oil on board

54.5 x 61.0cm (21 7/16 x 24in).

**\$8,000 - 12,000**

PROVENANCE

Redfern Gallery, London

Viscountess Waverely, London

Sir Val Duncan, London

Thence by descent to the current owner, Melbourne

EXHIBITED

*Sidney Nolan*, Redfern Gallery, London, 3-28 May 1955

(label attached verso)





134

**Paddy Bedford (circa 1922-2007)**

Mad gap 2006

inscribed 'PB' and bears title and Jirrawun Arts catalogue number

PB 3-2006-238 verso

natural earth pigments and synthetic binder on linen

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

**\$60,000 - 80,000**

**PROVENANCE**

Jirrawun Arts, Kununurra, Western Australia

Private collection

**LITERATURE**

Russell Storer, *Paddy Bedford*, Museum of Contemporary Art, Sydney, 2006, p. 105, p. 158 (illus.)

**EXHIBITED**

*Paddy Bedford*, Museum of Contemporary Art, Sydney, 6 December 2006 - 15 April 2007; Art Gallery of Western Australia, Perth, 12 May - 22 July 2007; Bendigo Art Gallery, Victoria, 11 August - 16 September 2007, University of Queensland Art Museum, Brisbane, 16 November 2007 - 2 March 2008

*Mad Gap*, 2006 'the place beyond the cypress pine', elegantly demonstrates Paddy Bedford's mastery of tonal variation and a painterly technique uniquely his own. Like many of the artist's motifs, the subject of *Mad Gap* was one that Bedford had revisited and reworked throughout his career. Referring to a site located in the southern part of the artist's mother's country, Bedford's early works had relied upon form to define positive and negative space, resulting in flat, monochromatic fields. With time came more complex handling techniques, resulting here in a tactile and densely gestural surface of considerable atmospheric quality. The two central voids within *Mad Gap* are filled with a turbulent light and shade, creating depth and tension which Bedford's earlier, binary compositions lacked. As in all of the artist's works, the arrangement is framed by a black ochre structure, which here tilts the picture plane to create a vertiginous space which alludes to the steep escarpments of Bedford's country.

As noted by Michiel Dolk, much of the compositional framework which informs the work of artists from Bedford's generation 'stems from the memory of sites and features of the landscape corresponding with stories of the *ngarranggarni*, which form an evolving repertoire of designs or motifs.'<sup>1</sup> Whilst most paintings of the Mad Gap site by other artists are concerned with a Gija myth of how the moon (*garnkeny*) brought death into the world, Bedford resists conventional interpretations dependent on narrative and place.

Rather we are drawn into the sublime through an elegant manipulation of motif, which is based upon the myths of creation and origin though firmly tethered in the present tense. As Dolk succinctly concludes, 'While registering the history of all that followed in the killing times and station times, PB's (Bedford's) paintings now imaginatively recreate this landscape as a pictorial space in which the memory of ritual is submerged and renewed within the theatre of contemporary art.'<sup>2</sup>

<sup>1</sup> 'Are We Strangers in this Place?' in Linda Michael (ed.), *Paddy Bedford*, Museum of Contemporary Art, Sydney 2006, p. 40

<sup>2</sup> *ibid.* p. 45





135

**Robert Klippel (1920-2001)**

Opus 768 1988

wood and polychrome

190.0 x 110.0 x 80cm (74.5 x 43 x 31 in).

**\$40,000 - 50,000**

PROVENANCE

Gift of the artist to the present owner, Sydney, 1988

LITERATURE

Ken Scarlett, *Contemporary Sculpture in Australian Gardens*,  
Gordon and Breach, Sydney, 1993, p. 66 (illus. bronze cast)

The bronze was commissioned Geoffrey Coussins and cast in 1988





136

**Tim Maguire (born 1958)**

Untitled 20030102 2003

signed, dated and inscribed 'Maguire 03 / Untitled 20030102 /

182 x 162cm / oil on polyester canvas' on verso

oil on polyester canvas

182.0 x 162.0cm (71 5/8 x 63 3/4in).

**\$55,000 - 75,000**

PROVENANCE

Tolarno Galleries, Melbourne

Private collection, Melbourne

EXHIBITED

*Tim Maguire New Paintings*, Tolarno Galleries, Melbourne, 30 April 2003,

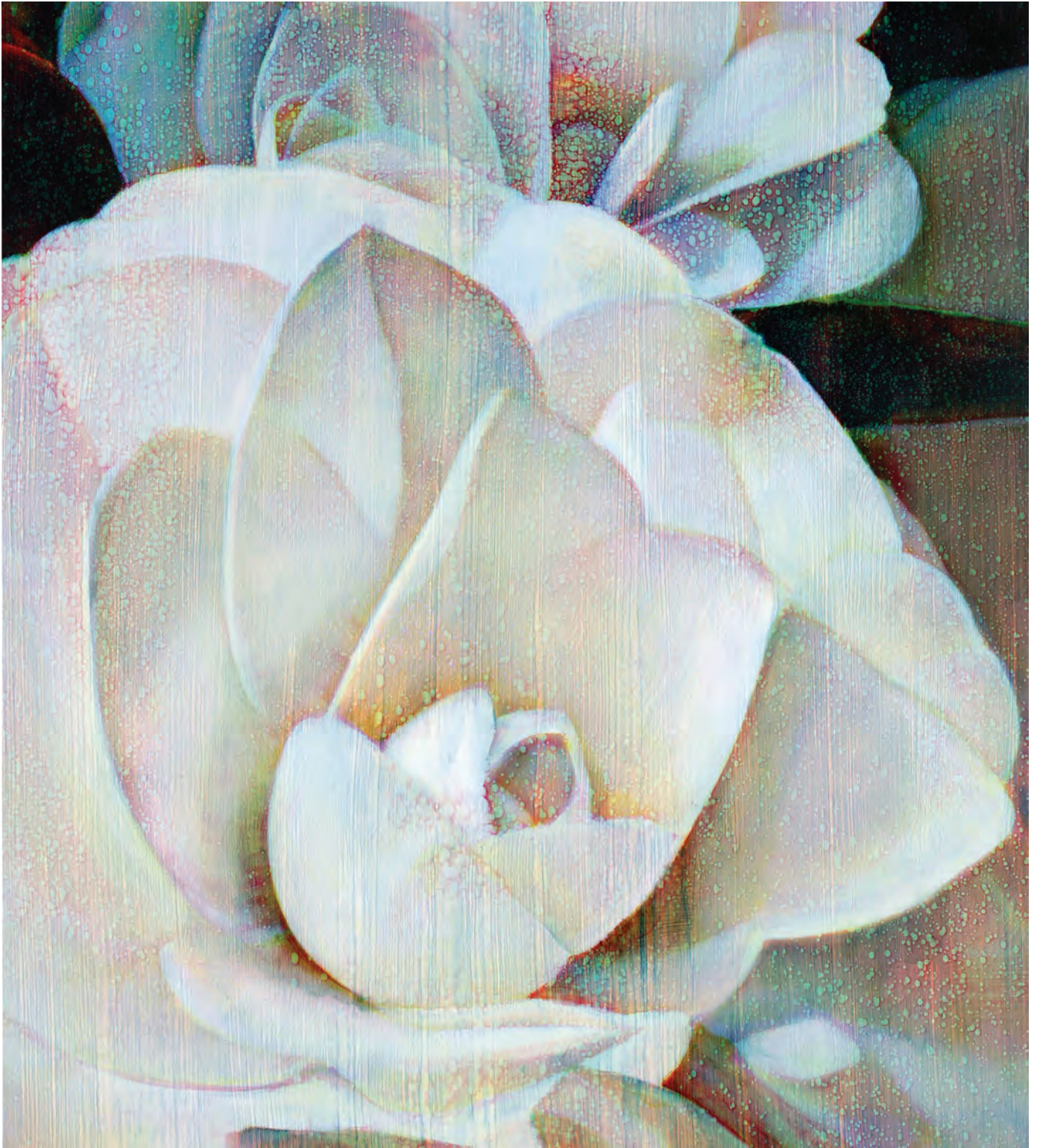
(illus. Exhibition Invitation)

LITERATURE

Laura Murray Cree (ed), *Tim Maguire*, Piper Press, Sydney, 2007,

p. 176 (illus)













137

**Jeffrey Smart (1921-2013)**

Skaters 1999

signed 'Jeffrey Smart' lower left

oil on canvas

65.0 x 85.0cm (25 9/16 x 33 7/16in).

**\$300,000 - 400,000**

PROVENANCE

Australian Galleries, Sydney

Private collection, Sydney

Martin Browne Fine Art, Sydney

Private collection, Sydney

*Australian + International Fine Art*, Deutscher-Menzies, Sydney,

10 March 2004, lot 27 (illus.)

Private collection, Sydney

EXHIBITED

*Jeffrey Smart Paintings 1958-1999, Including Seven New Works*,

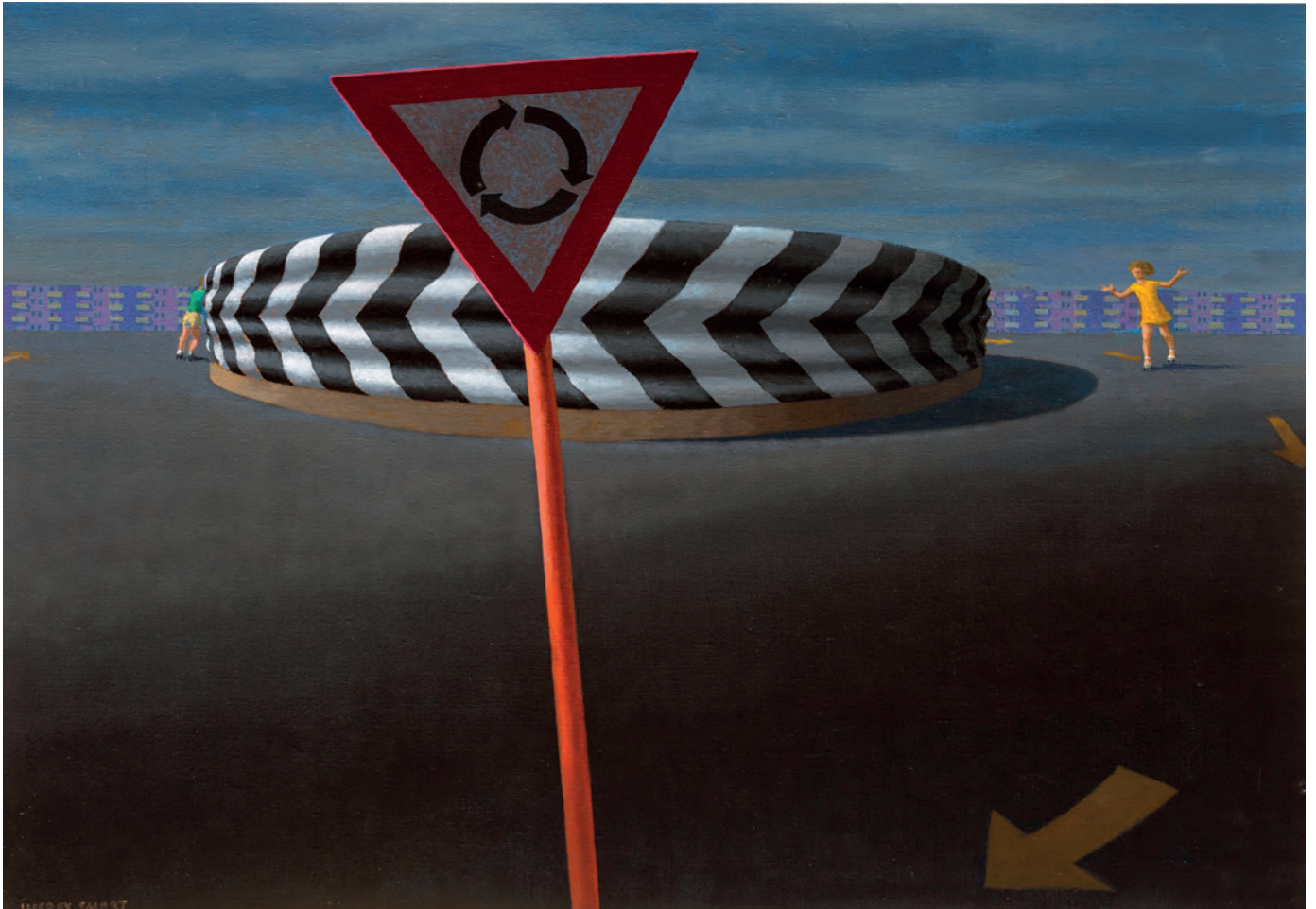
Australian Galleries, Sydney, 27 August - 15 September 1999,

cat. no. 5 (illus. cover)

*The Australian Art and Antiques Fair*, Martin Browne Fine Art,

Sydney, 22-26 May 2002 (illus. cover)





138

**Arthur Boyd (1920-1999)**

Narcissus and three clouds

signed 'arthur boyd' lower right

oil on canvas

*107.0 x 91.7cm (42 1/8 x 36 1/8in).*

**\$50,000 - 60,000**

PROVENANCE

Savill Galleries, Sydney

Private collection, New South Wales















139

**Sidney Nolan (Australian, 1917-1992)**

Woman and Mangroves 1957

signed and dated '12-5-57 / Nolan' lower centre

polyvinyl acetate on hardboard

122.0 x 152.5cm (48 1/16 x 60 1/16in).

**\$70,000 - 100,000**

**PROVENANCE**

Private collection, London

**EXHIBITED**

*Sidney Nolan 1947 to 1957*, Whitechapel Art Gallery, London, 1957, cat. no. 91

*Nolan*, Hatton Gallery, University of Durham, Newcastle upon Tyne; Graves Art Gallery, Sheffield; Temple Newsam House, Leeds; Ferens Art Gallery, Hull; City Art Gallery, Bristol; Walker Art Gallery, Liverpool; Scottish Royal Academy, Edinburgh; City Art Gallery, Wakefield, March -November 1961, cat. no. 52

*Sidney Nolan : retrospective exhibition, paintings from 1937 to 1967*, Art Gallery of New South Wales, Sydney, 12 September - 29 October 1967; National Gallery of Victoria, Melbourne, 22 November - 17 December 1967; Western Australian Art Gallery, Perth, 9 January - 4 February 1968, cat. no. 88 (label attached verso)

*Sidney Nolan: Retrospective Exhibition*, The Royal Dublin Society, Dublin, 19 June - 5 July 1973, cat. no. 33 as 'Woman and Billabong'

*Nolan's Nolans: a reputation reassessed*, Agnew's, London, 1997, cat. no. 55

*Sir Sidney Nolan OM RA (1917-1992)*, Pym's Gallery, London, 26 April - 9 May 2006, cat. no.12

**LITERATURE**

Kenneth Clark, Colin MacInnes and Bryan Robertson, *Sidney Nolan*, Thames & Hudson, London, 1961, pl. 91 (illus.)

*Nolan*, exh. cat., Hatton Gallery, University of Durham, 1961, cat. no. 52 (illus.)

*Sidney Nolan: Retrospective Exhibition*, exh. cat., The Royal Dublin Society, Dublin, 1973, cat. no. 33, p. 31 (illus.)

T.G. Rosenthal, *Sidney Nolan*, Thames and Hudson, London, 2002, p. 109 (illus.)

*Nolan's Nolans: a reputation reassessed*, exh. cat, Agnew's, London, 1997, cat. no. 55 (illus.)





140

**John Perceval (1923-2000)**

Pedestrian crossing 1955

signed and dated '55 / Perceval' lower right

oil and tempera on cheesecloth on composition board

72.0 x 91.0cm (28 3/8 x 35 13/16in).

**\$18,000 - 22,000**

PROVENANCE

Collection of the artist, until 1988

Private collection, Sydney

EXHIBITED

*John Perceval*, Wagner Art Gallery, Sydney, July 1987, cat. no. 3

*John Perceval: A Retrospective Exhibition*, National Gallery of Victoria, Melbourne, 30 April - 12 July 1992; Art Gallery of New South Wales, Sydney, 6 August - 20 September 1992 (label attached verso)

LITERATURE

Traudi Allen, *John Perceval*, Melbourne University Press, Melbourne, 1992, pp. 111-112 (illus.), 156





141

**Eubena Nampitjin (born circa 1924)**

Kunawarritji 2002

bears artist's name, dimensions, Warlayirti Artists catalogue number

204/02 and Alcaston Gallery catalogue number AK7716 verso

synthetic polymer paint on canvas

120.5 x 81.0cm (47 7/16 x 31 7/8in).

**\$8,000 - 12,000**

PROVENANCE

Warlayirti Artists, Wirrimanu (Balgo Hills), Western Australia

Alcaston Gallery, Melbourne

Private collection

This painting is sold with accompanying Warlayirti Artists documentation that describes the area as the middle and upper stretches of the Canning Stock Route. Sandunes (*tali*) surround three rockholes (*wilpa*), *Mitjil*, *Mintiguy* and *Mirrilin*, in the centre of the painting. These rockholes were vital in supporting hunters as they travelled through this area and, as Eubena recalled, it was important practice to sing at the rockholes to ensure that the goannas kept returning for the next hunt. The white area in the bottom right hand corner of the painting represents a hill where the aerodrome of Kunawarritji is located.





142

**Boxer Milner Tjampitjin (born circa 1935)**

Kitjingarra 2002

bears artist's name, dimensions and Warlayirti Artists catalogue  
number 598/02 verso

synthetic polymer paint on linen

*150.0 x 74.5cm (59 1/16 x 29 5/16in).*

**\$10,000 - 15,000**

PROVENANCE

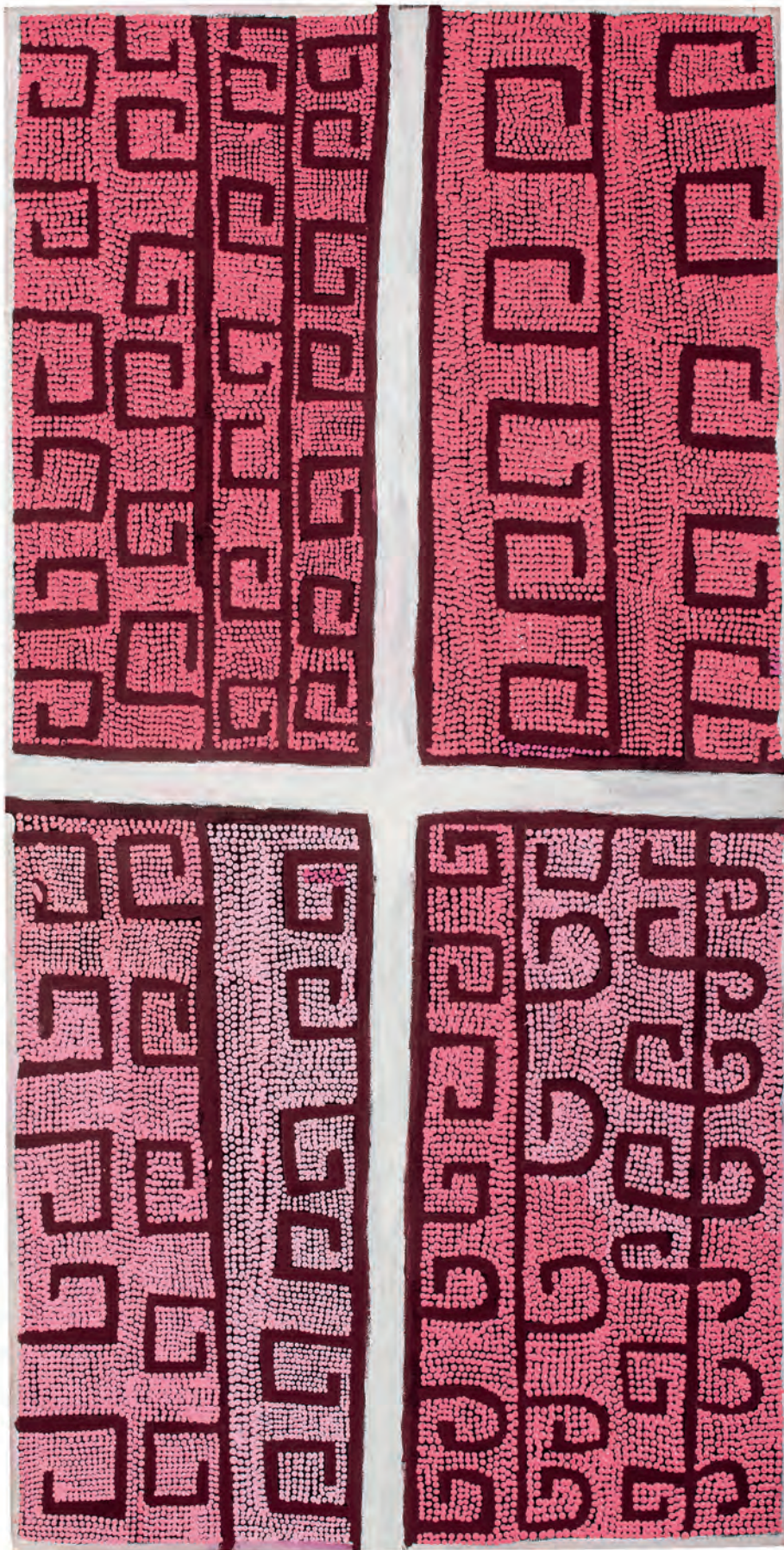
Warlayirti Artists, Wirrimanu (Balgo Hills), Western Australia

Gallery Gabrielle Pizzi, Melbourne

Private collection

This painting is sold with accompanying documentation from Warlayirti Artists that describes the area along the central sections of Sturt Creek (*Purkitji*), north of Balgo. The central white cross is the main channel of the creek running through this country and the smaller channels draining into the main channel are indicated by the black repeating geometric design.





143

**John Joseph Wardell Power (1881-1943)**

Abstract accordionist

signed 'POWER' lower left, with pentagon insignia lower right

watercolour, ink, silver paint on paper

76.2 x 49.5cm (30 x 19 1/2in).

**\$6,000 - 8,000**

PROVENANCE

Collection of the artist

Frank O'Neill, United Kingdom c.1930

Thence by descent to the current owner, United Kingdom





**144**

**Deborah Russell (born 1951)**

Imprint 1988

synthetic polymer paint on canvas

*91.0 x 76.0cm (35 13/16 x 29 15/16in).*

**\$5,000 - 8,000**

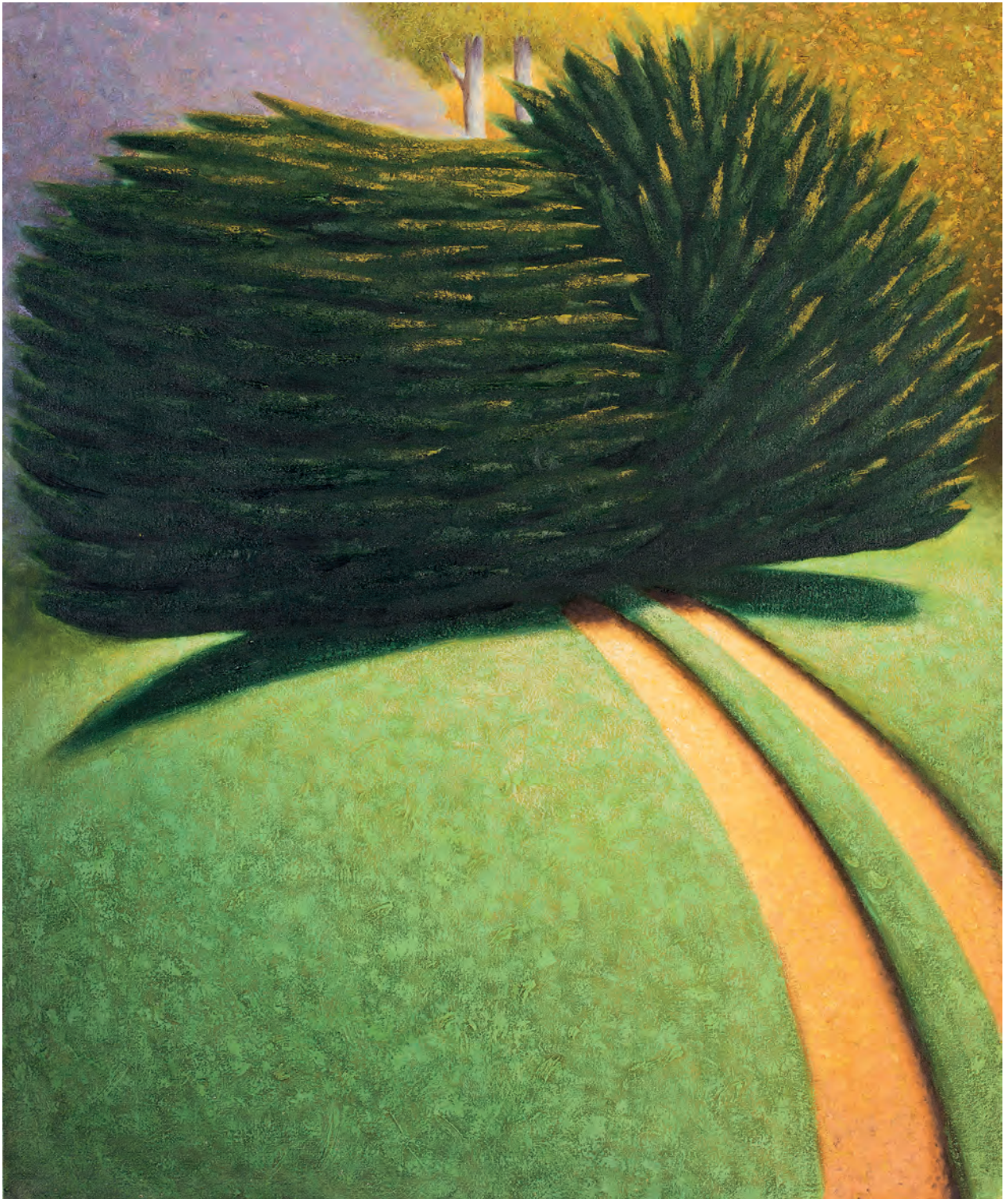
PROVENANCE

Collection of the artist

Mori Gallery, Sydney

Private collection, New South Wales





145

**Charles Blackman (born 1928)**

The zen garden 1984

signed 'Blackman' upper left

oil on paper on canvas

*120.0 x 180.0cm (47 1/4 x 70 7/8in).*

**\$12,000 - 16,000**

PROVENANCE

Acquired from the artist

Wagner Galleries, Sydney

Private collection, Sydney

EXHIBITED

Wagner Galleries, Hong Kong, 1989 (label attached verso)





146

**Rover Thomas (c. 1926-1998)**

Kelly's Knob c.1986

inscribed 'Rover' verso; bears Waringarri Aboriginal Arts catalogue

numbers S-499 and P-575 ACJ verso

natural earth pigments and natural binder on plywood

80.0 x 100.0cm (31 1/2 x 39 3/8in).

**\$50,000 - 70,000**

**PROVENANCE**

Waringarri Aboriginal Arts, Kununurra, Western Australia

Private collection

*Aboriginal Art*, Sotheby's, Melbourne, 9 July 2001, lot 69

Private collection

Rover Thomas's conception of the painted landscape is practically unique in Australian art. He intertwines spatial and temporal concepts in deceptively simple, gestural painted compositions such as *Kelly's Knob*. The painting relates to a dramatic passage in the narrative associated with the Kurirr Kurirr ceremony. It was the revelation to Rover Thomas of the Kurirr Kurirr that was the catalyst for the emergence of a public painting movement in the eastern Kimberley in the 1980s. The Kurirr Kurirr concerns the posthumous travels of the spirit of a classificatory mother of the artist across the Kimberley from west to east. The woman had been fatally injured in a car accident that occurred on a road near Turkey Creek that had been flooded by the rains of Cyclone Tracy at Christmastime 1974. She was being taken by the Flying Doctor service to hospital in Perth but she passed away while the airplane was above a whirlpool off the coast of Broome in the west of the Kimberley. Accompanied by two spirit beings, the woman's spirit makes the journey back to her home in the east. Along the way they visit sites of significance – ceremonial areas, places of historical importance and massacre sites – until they arrive at Kununurra where, from the top of Kelly's Knob, the woman's spirit witnesses Wungkul the Rainbow Serpent in the guise of a cyclone, destroying the city of Darwin.

On one level, Thomas's paintings can be descriptive: the documentation accompanying the painting describes Kelly's Knob, a popular lookout point in Kununurra, appearing as the black form in the top left of the painting. The meandering line edged in white dotting represents the bitumen road that leads up to the hill and surrounds the town and the irrigated farms in the region. The lower section of the painting represents the plains beyond Kununurra. However, in *Kelly's Knob*, Thomas is suggesting movement across the geography of the place transcending time. The painting relates to the present in the description of the landscape as it is today; the recent past in its allusion to the events of 1974; and to ancestral time – the Ngarrankarni (Dreaming) – where Kelly's Knob is the home of Yiwin, the legendary Louse.

Stylistically, the painting relates to two works in the collection of the National Gallery of Australia, *Nardihylli* and *Frog Hollow country*, both painted in 1987, and illustrated in Thomas, R. with K. Akerman, M. Macha, W. Christensen and W. Caruana, *Roads Cross: The paintings of Rover Thomas*, National Gallery of Australia, Canberra, 1994, pp.12 and 13 respectively.

Wally Caruana

This painting is sold with accompanying Waringarri Aboriginal Arts documentation





© Courtesy Warmun Art Centre

147

**Sydney Long (1871-1955)**

The Old Mill, Peter Tavy, Devon  
signed 'SYDNEY LONG' lower right  
oil on canvas on composition board  
49.5 x 79.0cm (19 1/2 x 31 1/8in).  
**\$10,000 - 15,000**

PROVENANCE

Estate of the Late E. M. Smith, Sydney  
Savill Galleries, Sydney (label attached verso)  
Private collection, New South Wales

EXHIBITED

*Sydney Long*, Australian Fine Art Gallery, Sydney, October 1926  
*The Sydney Long Loan Exhibition*, Art Gallery of New South Wales,  
Sydney, 9 April - 31 May 1941, cat. no. 75  
*A Collection of 20th Century Australian Paintings*, Savill Gallery, Sydney,  
18 June - 9 July 1987, cat. no. 27, as 'The Water Mill, Peter Tavy, Devon'

LITERATURE

'Art Exhibitions: Mr Sydney Long's Pictures', *Sydney Morning Herald*,  
Sydney, 13 October 1926, pg. 18  
*A Collection of 20th Century Australian Paintings*, exh. cat., Savill Gallery,  
Sydney, 1987, cat. no. 27 (illus.)





**148**

**John Skinner Prout (British, 1806-1876)**

On the Derwent, near Hobart  
signed 'J.S. PROUT' lower left; inscribed  
watercolour on paper

*22.0 x 34.0cm (8 11/16 x 13 3/8in).*

**\$5,000 - 7,000**

PROVENANCE

Private collection, United Kingdom







149

**Sydney Long (1871-1955)**

Megalong Valley, Blue Mountains 1908

signed and dated 'SID LONG 1908' lower right

watercolour on paper

27.0 x 72.5cm (10 5/8 x 28 9/16in).

**\$8,000 - 12,000**

**PROVENANCE**

Alison Hattersley, New South Wales

*The Estate of the Late Alison Hattersley*, Goodmans Auctioneers, Sydney,

12 November 2000, lot 221

Private collection, New South Wales





Sidney Long  
1900.



# Important Early Works from the Estate of Sir Sidney Nolan

Tuesday 20 August 2013 at 6.30pm  
Ormond Hall, Melbourne


**Enquiries**

[australianart@bonhams.com](mailto:australianart@bonhams.com)  
[aboriginal@bonhams.com](mailto:aboriginal@bonhams.com)  
+61 (0) 2 8412 2222

**Sidney Nolan (1917-1992)**

Girl and dog, Kiata, Wimmera c. 1943;  
River landscape and figure  
61.0 x 91.5cm (24 x 36in).  
\$60,000 - 80,000





# The South African Sale

Wednesday 2 October 2013 at 2pm  
New Bond Street

#### Viewing

Sunday 29 September 11am to 3pm  
Monday 30 September 9am to 4.30pm  
Tuesday 1 October 9am to 4.30pm  
Wednesday 2 October 9am to 12pm

+44 (0) 20 7468 8213  
sapictures@bonhams.com

**Irma Stern (South African, 1894-1966)**

*The Malay Bride*

oil on canvas

within original Zanzibar frame

69 x 51cm (27 3/16 x 20 1/16in).

AU\$1,640,000 - 2,460,000

£1,000,000 - 1,500,000



# Important Australian Art

25 November 2013, Sydney  
**Entries now invited**

**Enquiries**

Alex Clark  
+61 (02) 8412 2222  
alex.clark@bonhams.com

**Fred Williams (1927-1982)**

You Yangs landscape 1 1963 (detail)  
oil on masonite  
137.0 x 180.3cm  
Sold for an artist record \$2,287,500  
(including buyers premium)



# Aboriginal Art

25 November 2013, Sydney  
**Entries now invited**

**Enquiries**  
Francesca Cavazzini  
+61 (02) 8412 2222  
[francesca.cavazzini@bonhams.com](mailto:francesca.cavazzini@bonhams.com)

**Paddy Jaminji (c.1912-1996)**  
Hills of Turkey Creek c.1984 (detail)  
natural earth pigments and bush gum on canvas  
182.5 x 149.5cm  
Sold for an artist record \$170,800  
(including buyers premium)





# The Grosvenor School & Avant-Garde British Printmaking

Tuesday 8 April 2014 at 2pm  
New Bond Street, London  
Entries now invited

Closing date for entries  
Friday 7 February 2014

+44 (0) 20 7468 8212  
[tanya.grigoroglou@bonhams.com](mailto:tanya.grigoroglou@bonhams.com)

Ethel Spowers (Australian, 1890-1947)  
*The Gust of Wind* (Coppel ES 15)  
Linocut in red, viridian, yellow  
ochre and cobalt blue, 1930-31, on  
buff oriental laid tissue, signed and  
numbered from the edition of 30,  
218 x 164mm (8 5/8 x 6 1/2in)(B)  
Sold for £122,760 (AU\$188,437)



## Index

### Artist

Amor, Rick	106
Bedford, Paddy	134
Blackman, Charles	145
Boyd, Arthur	109, 138
Boyd, Penleigh	132
Davidson, Bessie	110
De Maistre, Roy	112
Heysen, Hans	118, 128, 131
Kelly, John	107
Klippel, Robert	116, 135
Long, Sydney	147, 149
Maguire, Tim	136
Mawurndjul, John	121
McKenzie, Queenie	125
Meere, Charles	120
Minns, Benjamin Edwin	123
Namatjira, Albert	103
Nampitjin, Eubena	141
Nolan, Sidney	126, 133, 139
Olsen, John	102, 122
Pareroutja, Otto	108
Perceval, John	140
Power, John Joseph Wardell	101, 114, 143
Prout, John Skinner	148
Pugh, Clifton	104
Rees, Lloyd	117
Russell, Deborah	144
Smart, Jeffrey	137
Smith, Grace Cossington	119
Streeton, Arthur	115, 129
Thomas, Rover	146
Tjampitjin, Boxer Milner	113, 142
Tjangala, Uta Uta	130
Tjapaltjarri, Tim Leura	111
Tjapanangka, Tjumbo	127
Whisson, Ken	105
Whiteley, Brett	124

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### 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*. Payments by credit cards are subject to a surcharge up to 3.1%. See sections 6, 7 and 9 below for more details.

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In its role as *Auctioneer* of *Lots*, *Bonhams* acts solely for and in the interests of the *Seller*. *Bonhams’* job is to sell the *Lot* at the highest price obtainable at the *Sale* to a *Bidder*. *Bonhams* does not act for *Buyers* or *Bidders* in this role and does not give advice to *Buyers* or *Bidders*. When it or its staff make statements about a *Lot* or, if *Bonhams* provides a *Condition Report* on a *Lot* it is doing that on behalf of the *Seller* of the *Lot*. *Bidders* and *Buyers* who are themselves not expert in the *Lots* are strongly advised to seek and obtain independent advice on the *Lots* and their value before bidding for them. The *Seller* has authorised *Bonhams* to sell the *Lot* as its agent on its behalf and, save where we expressly make it clear to the contrary, *Bonhams* acts only as agent for the *Seller*. Any statement or representation we make in respect of a *Lot* is made on the *Seller’s* behalf and, unless *Bonhams* sells a *Lot* as principal, not on our behalf and any *Contract for Sale* is between the *Buyer* and the *Seller* and not with us. If *Bonhams* sells a *Lot* as principal this will either be stated in the *Catalogue* or an announcement to that effect will be made by the *Auctioneer*, or it will be stated in a notice at the *Sale* or an insert in the *Catalogue*.

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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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## 4. CONDUCT OF THE SALE

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

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

## 5. BIDDING

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

### Bidding in person

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

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

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



## Bidding by post or fax

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

## Bidding via the internet

Please visit our *Website* at [www.bonhams.com](http://www.bonhams.com) for details of how to bid via the internet.

## Bidding through an agent

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

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

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

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

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

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

## 8. GST

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

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

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

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

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

## 9. PAYMENT

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

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

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

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

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

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

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

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

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



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

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

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

## 10. COLLECTION AND STORAGE

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

## 11. SHIPPING

Please refer all enquiries to our shipping department [seamus.tardiff@bonhams.com](mailto:seamus.tardiff@bonhams.com)

## 12. EXPORT/TRADE RESTRICTIONS

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

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

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

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

## 14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

## 15. BOOKS

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

## 16. CLOCKS AND WATCHES

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

## 17. FURNITURE

### Upholstered Furniture

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

## 18. JEWELLERY

### Ruby and Jadeite

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

### Gemstones

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

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

### Estimated Weights

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

### Signatures

#### 1. A diamond brooch, by Kutchinsky

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

#### 2. A diamond brooch, signed Kutchinsky

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

#### 3. A diamond brooch, mounted by Kutchinsky

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

## 19. PHOTOGRAPHS

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

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

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

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

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

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

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

## 20. PICTURES

### Explanation of Catalogue Terms

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

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

## 21. PORCELAIN

### Damage and Restoration

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

## 22. IMPORTANT NOTICE

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

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

## DATA PROTECTION – USE OF YOUR INFORMATION

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

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

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

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

## APPENDIX 1

### CONTRACT FOR SALE

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

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

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



2.1.4	the <i>Seller</i> has complied with all requirements, legal or otherwise, relating to any export or import of the <i>Lot</i> , and all duties and taxes in respect of the export or import of the <i>Lot</i> have (unless stated to the contrary in the <i>Catalogue</i> or announced by the <i>Auctioneer</i> ) been paid and, so far as the <i>Seller</i> is aware, all third parties have complied with such requirements in the past;	6	<b>PAYMENT</b>	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	<b>DESCRIPTIONS OF THE LOT</b>	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	<b>GST</b>  If the <i>Seller</i> is registered or required to be registered for <i>GST</i> , unless otherwise indicated, the sale of the <i>Lot</i> will be a taxable supply by the <i>Seller</i> and subject to <i>GST</i> and <i>GST</i> will be included in the Hammer Price.  Where the <i>Sale</i> is a taxable supply, <i>Bonhams</i> (on behalf of the <i>Seller</i> ) will issue a tax invoice to you for the sale of the <i>Lot</i> .	9.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;
3.2	Except as provided in paragraph 2.1.5, the <i>Seller</i> does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by or on behalf of the <i>Seller</i> including by <i>Bonhams</i> . No such <i>Description</i> or <i>Estimate</i> is incorporated into this <i>Contract for Sale</i> .	8	<b>COLLECTION OF THE LOT</b>	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	<b>FITNESS FOR PURPOSE AND SATISFACTORY QUALITY</b>	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	<b>RISK, PROPERTY AND TITLE</b>	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	<b>THE SELLER'S LIABILITY</b>
5.1	Risk in the <i>Lot</i> passes to you when it is knocked down to you on the fall of the <i>Auctioneer's hammer</i> in respect of the <i>Lot</i> . The <i>Seller</i> will not be responsible thereafter for the <i>Lot</i> prior to you collecting it from <i>Bonhams</i> or the <i>Storage Contractor</i> , with whom you have separate contract(s) as <i>Buyer</i> . You will indemnify the <i>Seller</i> and keep the <i>Seller</i> fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the <i>Lot</i> after the fall of the <i>Auctioneer's hammer</i> until you obtain full title to it.	8.5	You will be wholly responsible for any removal, storage or other charges or expenses incurred by the <i>Seller</i> if you do not remove the <i>Lot</i> in accordance with this paragraph 8 and will indemnify the <i>Seller</i> against all charges, costs, including any legal costs and fees, expenses and losses suffered by the <i>Seller</i> by reason of your failure to remove the <i>Lot</i> including any charges due under any <i>Storage Contract</i> . All such sums due to the <i>Seller</i> will be payable on demand.	10.1	The <i>Seller</i> acknowledges that certain laws imply terms, conditions or warranties into contracts for the supply of goods or services (including this agreement) that cannot be excluded. For example, for <i>Consumers</i> , purchasing goods at auction (including those under this agreement) come with non - excludable warranties under consumer protection legislation as to title and quiet possession and that the goods are free from encumbrance. The <i>Seller</i> also acknowledges that certain other laws cannot be excluded. Nothing in paragraphs 9.2 to 9.5 is intended to exclude or restrict:
5.2	Title to the <i>Lot</i> remains in and is retained by the <i>Seller</i> until the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> in relation to the <i>Lot</i> have been paid in full to, and received in cleared funds by, <i>Bonhams</i> .	9	<b>FAILURE TO PAY FOR THE LOT</b>	10.1.1	the application of any consumer protection legislation; or
		9.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	10.1.2	our liability for fraud or death or persona injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or from whom the <i>Seller</i> is legally responsible); or
		9.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	10.1.3	any other liability to the extent that such liability may not be excluded or restricted as a matter of law.
		9.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;		
		9.1.3	to retain possession of the <i>Lot</i> ;		
		9.1.4	to remove and store the <i>Lot</i> at your expense;		

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



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

8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	10	<b>OUR LIABILITY</b>	11	<b>MISCELLANEOUS</b>
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	<b>FORGERIES</b>	10.2	Subject to paragraph 10.1, we will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Trade Practices Act 1974 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .	11.5	If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.3	Subject to paragraph 10.1, our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise due care and skill in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:	11.6	References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
9.2	Paragraph 9 applies only if:			11.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and	10.3.1	handling the <i>Lot</i> if it was affected at the time of sale to you by woodworm and any damage is caused as a result of it being affected by woodworm; or	11.8	In this agreement "including" means "including, without limitation".
9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and	10.3.2	changes in atmospheric pressure; nor will we be liable for:	11.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .	10.3.3	damage to tension stringed musical instruments; or	11.10	Reference to a numbered paragraph is to a paragraph of this agreement.
9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:	10.3.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.	11.11	Save as expressly provided in paragraph 11.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or	10.4.1	Subject to paragraph 10.1 we will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	11.12	Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction (and <i>Bonhams</i> enter into this agreement on trust for each such person).
9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our reasonable discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .	10.4.2	Subject to paragraph 10.1 in any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i> ) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	12	<b>GOVERNING LAW AND DISPUTE RESOLUTION</b>
9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>GST</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .			12.1	Law
9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.				All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that state or territory of Australia where the <i>Sale</i> takes place and (except as provided in paragraph 12.2) we and you each submit to the exclusive jurisdiction of the courts of that state or territory of Australia, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction.
9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.				
9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .				
			You may wish to protect yourself against loss by obtaining insurance.		



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

#### DATA PROTECTION – USE OF YOUR INFORMATION

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

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

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

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

#### APPENDIX 3

##### DEFINITIONS and GLOSSARY

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

#### LIST OF DEFINITIONS

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

**"Auctioneer"** the representative of Bonhams conducting the Sale.

**"Bidder"** a person who has completed a Bidding Form.

**"Bidding Form"** our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

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

**"Book"** a printed book offered for sale at a specialist book sale.

**"Business"** includes any trade, business and profession.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Loss and Damage Warranty"** means the warranty described in paragraph 8.2.1 of the Conditions of Business.

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

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

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

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

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

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

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

**"Notice to Bidders"** the notice printed at the back or front of our Catalogues.

**"Purchase Price"** the Hammer Price.

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

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

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

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

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

**"Stamp"** means a postage stamp offered for sale at a Specialist Stamp sale.

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

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

**"Storage Contractor"** means the company identified as such in the Catalogue.

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

**"Trust Account"** the bank account of Bonhams into which all sums received in respect of the Purchase Price of any *Lot* will be paid, such account to be a distinct and separate account to Bonhams' normal business bank account. **"Website"** Bonhams website at [www.bonhams.com](http://www.bonhams.com).

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

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

#### GLOSSARY

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

**"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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