



Bonhams

Important Australian Art

Monday 25 November 2013 at 7.30pm
Byron Kennedy Hall, Moore Park, Sydney







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Bonhams

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Sale Number:

21294

Catalogue:

\$30

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South Yarra VIC 3141

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Saturday 16 November 11am to 4pm
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The Entertainment Quarter
122 Lang Road, Moore Park

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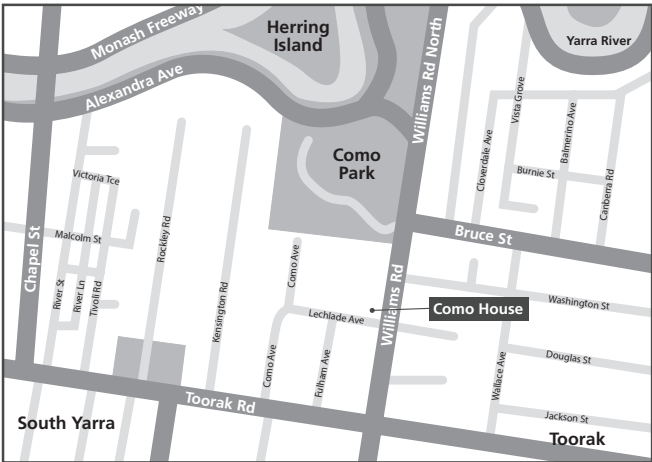
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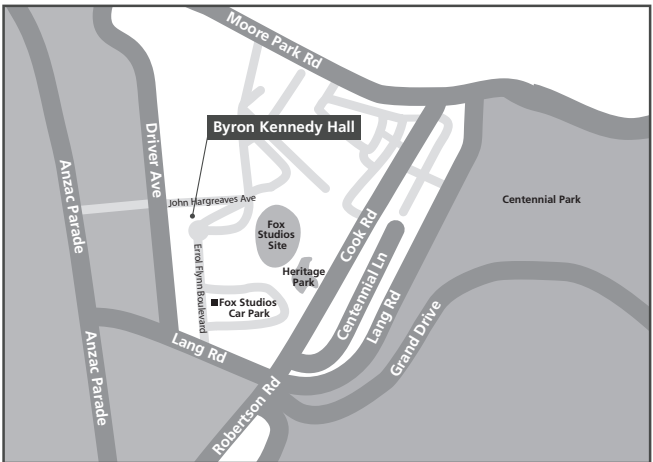




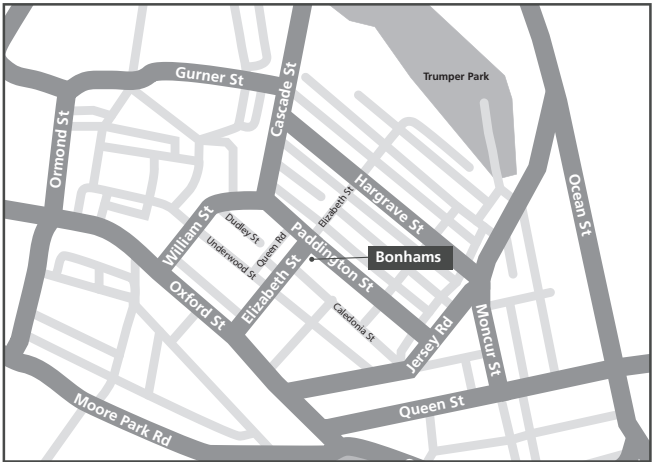
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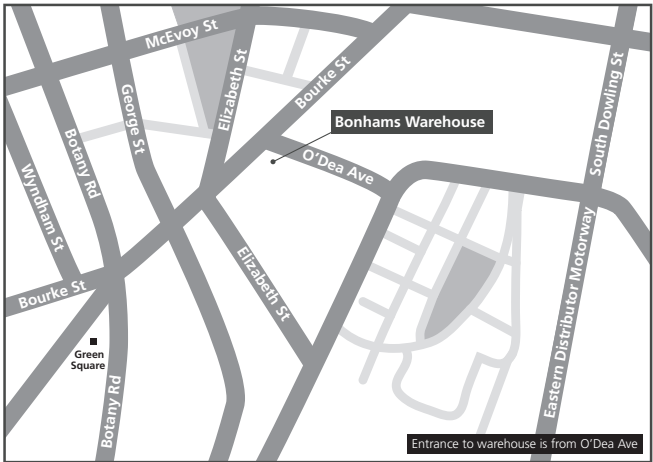
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Telephone: +61 (0) 2 6274 1900
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1

Ethel Spowers (1890-1947)

Football, 1936

signed, titled, dated and numbered 8/50 in pencil

linocut printed in grey, yellow ochre, reddish brown and black on off white oriental laid tissue

22.6 x 27.6cm (8 7/8 x 10 6/8in) (Block)

\$20,000 - 30,000

PROVENANCE

The estate of the artist, Melbourne

thence by descent

Private collection, Alice Springs

EXHIBITED

Important prints of 1930s - 1950s, Garry Anderson Gallery, Sydney, 19 May - 19 June 1982, cat. no.

14 (another example)

Claude Flight and His Followers: The Colour Linocut Movement between the Wars, Australian

National Gallery, Canberra, 18 April - 12 July 1992 (another example)

Federation: Australian Art and Society 1901 - 2001, touring exhibition, National Gallery of Australia,

Canberra, 8 December 2000 - 11 February 2001; Heide Museum of Modern Art, Melbourne, 17

March - 13 May 2001; Perc Tucker Regional Gallery, Townsville, 15 June - 5 August 2001; Newcastle

Regional Gallery, Newcastle, 18 August - 14 October 2001, Lawrence Wilson Art Gallery, Perth,

2 November - 27 January 2002; Museum and Art Gallery of the Northern Territory, Darwin, 22

February - 21 April 2002; Queen Victoria Museum and Art Gallery, Launceston, 10 May - 7 July

2002 (another example)

The Story of Australian Printmaking, National Gallery of Australia, Canberra, 30 March - 3 June

2007 (another example)

LITERATURE

Stephen Coppel, *Linocuts of the Machine Age: Claude Flight and the Grosvenor School*, Aldershot:

Scholar Press and National Gallery of Australia, 1995, ES 34

John Slater, *Through Artists' Eyes: Australian Suburbs and their Cities*, The Miegunyah Press,

Melbourne University Publishing, Melbourne, 2004 (illus. another example)

RELATED WORK

Another example from the edition is held in the collection of the National Gallery of

Australia, Canberra



2

Ethel Spowers (1890-1947)

Children's Hoops, 1936

signed, titled, dated and numbered 8/50 in pencil

linocut printed in yellow ochre, grey, reddish brown, viridian and black
on buff oriental laid tissue

19.8 x 26.2cm (7 6/8 x 10 2/8in) (Block)

\$20,000 - 30,000

PROVENANCE

The estate of the artist, Melbourne

thence by descent

Private collection, Alice Springs

LITERATURE

Stephen Coppel, *Linocuts of the Machine Age: Claude Flight and the*

Grosvenor School, Aldershot: Scholar Press and National Gallery of

Australia, 1995, ES 31

RELATED WORK

Another example from the edition is held in the collection of the National
Gallery of Victoria, Melbourne



3

Ethel Spowers (1890-1947)

The Gust of Wind, c.1931

oil on linen

41.0 x 36.0cm (16 1/8 x 14 3/16in).

\$20,000 - 30,000

PROVENANCE

The estate of the artist, Melbourne

thence by descent

Private collection, Alice Springs

LITERATURE

Helen Topliss, *Modernism and Feminism, Australian Women Artists 1900-1940*, Craftsman House, Sydney, 1996, ill. 80, p. 150 (illus.)

RELATED WORKS

The Gust of Wind c.1930-31, linocut printed in red, viridian, yellow ochre and cobalt blue on buff oriental laid tissue, 21.8 x 16.4cm



4

Ethel Spowers (1890-1947)

The Skaters, 1931

signed and dated 'E L Spowers 1931' lower left; inscribed verso
with title and artist's address on original cedar stretcher

oil on linen

40.5 x 36.0cm (15 15/16 x 14 3/16in).

\$15,000 - 20,000

PROVENANCE

The estate of the artist, Melbourne

thence by descent

Private collection, Alice Springs

LITERATURE

Helen Topliss, *Modernism and Feminism, Australian Women Artists
1900-1940*, Craftsman House, Sydney, 1996, ill. 81, p. 150 (illus.)



5

Ethel Spowers (1890-1947)

The Bee, 1924

signed, titled, dated and numbered 20 in pencil

linocut printed in pale pink, mauve, blue-green, emerald green,

grey and black, on thin cream oriental laid paper

11.2 x 13.8cm (4 3/8 x 5 1/8in) (Block)

\$8,000 - 12,000

PROVENANCE

The estate of the artist, Melbourne

thence by descent

Private collection, Alice Springs

EXHIBITED

The Story of Australian Printmaking, National Gallery of Australia,
Canberra, 30 March - 3 June 2007 (another example)

In the Japanese Manner: Australian prints 1900 - 1940, National Gallery
of Australia, Canberra, 20 May - Sunday 14 August 2011
(another example)

LITERATURE

Stephen Coppel, *Linocuts of the Machine Age: Claude Flight and the
Grosvenor School*, Aldershot: Scholar Press and National Gallery of
Australia, 1995, ES 1, p. 168 (illus. another example)

RELATED WORK

Another example from this edition is held in collection of the National
Gallery of Australia, Canberra





6

Ethel Spowers (1890-1947)

Mary Mary, Quite Contrary, 1925
signed and dated 'E SPOWERS. 1925.' centre right
watercolour and gouache on paper
30.5 x 30.5cm (12 x 12in).

\$3,500 - 4,500

PROVENANCE

The estate of the artist, Melbourne
thence by descent
Private collection, Alice Springs



7

Ethel Spowers (1890-1947)

(Enchanted Forrest), 1926

signed and dated 'E SPOWERS. 1926.' lower right

watercolour and gouache on paper

21.0 x 25.5cm (8 1/4 x 10 1/16in).

\$3,500 - 4,500

PROVENANCE

The estate of the artist, Melbourne

thence by descent

Private collection, Alice Springs

8

Elioth Gruner (1882-1939)

Sydney Harbour with Fort Denison, c.1913

signed 'E. Gruner' lower right

oil on canvas on panel

23.0 x 27.0cm (9 1/16 x 10 5/8in).

\$8,000 - 12,000

PROVENANCE

James R. Lawson Auctioneers, *An Important Collection of Antique and Period Furniture, Fine Art Effects*, Sydney, 22-23 June 1948, lot 324, titled 'Sydney Harbour, showing Fort Denison'

Private collection

William S. Ellenden, *Fine Australian Paintings and Certain European Paintings*, Sydney, 12 May 1976, lot 110

Private collection, Sydney



9

Herbert Badham (1899-1961)

On the Roof, 1928

signed and dated 'HBadham '28' lower left

oil on canvas

59.0 x 90.0cm (23 1/4 x 35 7/16in).

\$100,000 - 150,000

PROVENANCE

Society of Artists Annual Exhibition, Sydney

Private collection

Private collection, Sydney, acquired c.1963

EXHIBITED

Society of Artists Annual Exhibition, Education Department, Sydney, 1928, cat. no. 120 (remnant of label attached verso)

Herbert Badham 1899 - 1961, Wollongong City Gallery, New South Wales, 27 August - 4 October 1987; S.H. Ervin Gallery, Sydney, 10 October - 15 November 1987, cat. no. 2

LITERATURE

'Society of Artists, Annual Exhibition', *The Sydney Morning Herald*, Sydney, 7 September 1928, p. 17

Christine Dixon and Christine France, *Herbert Badham 1899 - 1961*, Wollongong City Gallery, New South Wales, 1987, p. 6, 21

Miles Franklin and Dymphna Cusack, *Pioneers on Parade*, Angus and Robertson, Sydney, dustjacket (illus.)

If ever there was a time and a place to be a young painter in Australia it was the 1920s in Sydney. The Great War had ended and many artists returned home to a peaceful and thriving nation steadily being transformed by the new technology and innovation ushered in during the early decades of the 20th century. A new aesthetic valuing structuralism and tone left Impressionism behind and artists began to paint in the Modernist mode. Born in the fishing cove of Watson's Bay the year the world clocked over into the new century, Herbert Badham seemed to be destined to paint the daily life and times of Sydney leaving a scarce but important legacy of intimate and highly illuminating views of how it was to live during those flourishing interwar years. *On the roof*, 1928 is a celebratory image encapsulating the optimism and prosperity of the times and the sheer happiness Badham experienced in his own life that year. The scene takes place on the roof of Ard-Na-Lee, Crescent Avenue, Vaucluse, where Badham had recently moved with his new wife Enid, the couple having married in 1927. The woman in the blue dress and red cloche hat smiling out to the viewer is Enid, reclining in a deck chair atop her new marital home overlooking the sparkling harbour below. An avid golfer, in the foreground lie a set of clubs and to the right, Enid is joined by another modern woman reclining under a parasol styled with a highly fashionable geometric art deco print. By the end of the year the Badham's daughter, Chebi was born. The painting exudes optimism and displays an intriguing alignment of femininity and 'feminism' in its placement of three women as central figures, at leisure and on top of their world.

When Badham painted *On the Roof* he was in his final year at Julian Ashton's Sydney Art School where he was taught by the great society painter George Lambert, whose studio he often shared. Like his mentor Lambert, Badham's immediate family were regularly the subject of his paintings and this work closely relates to *Al Fresco*, 1927 (State Library of New South Wales), which depicts Enid on the enclosed balcony of the Vaucluse apartment lunching with her mother, sister Esme and brother Reg. The same red enamel coffee pot is placed casually on the table in both *Al fresco* and *On the Roof* as is the 'Perfect' Robur nickel teapot, which was first manufactured in 1927. In his inimitable way, Badham, thus fuses Modernist still life values with classical portraiture creating what could be loosely described as the 'conversation piece' giving his work an intense sense of being of the moment. This fleeting, moment-in-time sense in the paintings comes from his auteur-like perspective, which suggest the artist has let us into a private and intimate world. He repeats this technique to significant effect in his masterpiece, the triple portrait *Travellers* 1933, which depicts his sister Nina and brother Maurice crowded into a Sydney tram surrounded by the textiles, style and customs of the time. *On the roof* 1928 is thus a seminal work enriching our appreciation of Herbert Badham as an artist and deepening our understanding of Sydney life in the early decades of the 20th century.

Bonhams is grateful to Chebi Badham for her kind assistance with the research for this painting.



Arthur Streeton (1867-1943)

The Palace of the Doges, c.1906

signed 'A Streeton' lower right

oil on canvas

50.6 x 76.5cm (19 15/16 x 30 1/8in).

\$200,000 - 300,000

PROVENANCE

Collection of the artist

The Honorable William Lawrence Baillieu, Melbourne

Lord Clive Baillieu, 1st Baron Baillieu, Melbourne

Thence by descent

Private collection, Melbourne

EXHIBITED

Paintings by Arthur Streeton, Alpine Club Gallery, 23 Savile Row, London, 26th March 1909,

cat. no. 40, 60 gns

Arthur Streeton's Venice, Guild Hall, Melbourne, 13-27 July 1909, cat. no. 8

National Gallery of Victoria Loan Exhibition of Australian Paintings, National Gallery of Victoria, Melbourne, 1925, cat. no. 28 (label attached verso)

LITERATURE

Arthur Streeton, *The Arthur Streeton Catalogue*, Arthur Streeton, Melbourne, 1935, cat. no. 387, as 'Doges Palace'

"While I was on my way back here from my Australian tour (last autumn) my wife (Nora Clench) went with her quartet through France and Germany and had a good time of it. I returned to London a few days before Christmas and we were married on 11th January - we are very comfortable in our new home up here and very very happy with each other. We are off to Venice to paint next week (for a month)....".¹

So wrote Arthur Streeton to his dear friend Frederick Delmer on 22nd April 1908 on the eve of his Venetian honeymoon with his beloved wife, the celebrated violinist Nora Clench. The month spent in Venice, newly married and in love, produced a renowned group of works depicting the sights of the watery city, romantically referred to as La Serenissima, including this work, *The Palace of the Doges*. He had left success behind him in Australia in 1897, following the purchase of *The Purple Noon's Transparent Might* by the National Gallery of Victoria, and set sale for London, via Cairo. Yet, recognition and success did not come easily for Streeton until he met his Canadian wife-to-be, Nora, whose connections and esprit de corps resulted in valuable commissions meaning he no longer had to wait until "the rusty old gate of London swings open."² In 1906 Streeton returned home and during the "Australian tour" he spoke of above, he painted feverishly and held two highly acclaimed exhibitions in Melbourne including Streeton's Sydney Sunshine Exhibition, all of which sold well, impressing collectors and critics alike. It was the success of his Australian sojourn, which gave him the capital and the confidence to marry Nora back in London in January 1908. Just prior to returning to London, Streeton visited another patron, William Lawrence Baillieu, who had commissioned him to paint a series of works depicting his hometown of Queenscliff, where his father had been lighthouse keeper before William went on to amass an extraordinary fortune as an auctioneer and property developer. In fact, W.L. Baillieu most probably purchased *The Palace of the Doges* from either his London exhibition at the Alpine Club Gallery (cat. 40) or the slightly later Melbourne show, *Arthur Streeton's Venice*, held at the Guild Hall.

Upon his return home to St. John's Wood, Streeton wrote again of Venice to Frederick Delmer on 1 July 1908, "I did enjoy the place so much...I worked hard and did some good pieces...what a wonderful place it is." Later that year in October the newlyweds returned to Venice to continue on Streeton's Venetian scenes writing to Baldwin Spencer on 8 October 1908, "Here we are again in the fascinating old city. I have worked 2 afternoons lately in the centre of the Piazza San Marco...it is the heart of the city (and) always full of people - so while Mrs S. sat some yards off on a seat of the 'Florian Café' reading 'Great Expectations' I sat surrounded by a great mob of about 40. It was extremely hot with so much humanity like a wall around me a wall 4 feet thick & all 98 temperature made me perspire. - I've seen no one else tackle it here - But I pulled it off...I've done several others also & shall work on these as soon as I get back to the Studio & I shall pick out a few to send to Melbourne for a trial."³ In fact, Streeton's Venetian output was prodigious and in March 1909 he exhibited a solo show of La Serenissima scenes alongside English landscapes at the Alpine Club Gallery in Savile Row, London, the same year he was awarded the 3rd Class Medal at the Paris Old Salon for Australia Felix, 1907 (Art Gallery of South Australia). The Savile Row exhibition was well received by the London press and in July 1909 he opened *Arthur Streeton's Venice* at the Guild Hall in Melbourne.

¹ Ann Galbally and Anna Gray, (eds), *Letters from Smike - The Letters of Arthur Streeton 1890 - 1943*, Oxford University Press, Melbourne 1989, letter from Arthur Streeton to Frederick Delmer, 22nd April 1908, p. 112.

² Mary Eagle, *The Oil Paintings of Arthur Streeton in the National Gallery of Australia*, National Gallery of Australia, Canberra, 1994, p. 123, quoting a letter from Streeton to Walter Barnett, Spring 1898

³ Letter from Streeton to Baldwin Spencer 8 October 1908, Op. Cit. Ann Galbally and Anna Gray, p. 114



11

Tim Storrier (born 1949)

The Fall (Incendiary Detritus), 2000
signed and dated 'Storrier / 2000' lower right
acrylic on canvas
183.0 x 304.8cm (72 1/16 x 120in).
\$180,000 - 240,000

PROVENANCE

Private collection, New South Wales

EXHIBITED

Tim Storrier, Still Life, Sherman Galleries, Sydney, 21 September -
14 October 2000, (illus. invite)
Tim Storrier, Metro 5 Gallery, Melbourne, 10 October - 4 November 2001

LITERATURE

Catharine Lumby, *Tim Storrier: The Art of the Outsider*, Craftsman House,
Sydney, 2000, pl. 152, p. 198-199 (illus. and dustjacket)
Michael Reid, 'Outsider returns, bigger than ever', *The Weekend
Australian*, 14-15 October 2000, p.31 (illus. detail)
Jeff Makin, 'No challenge so deep', *The Herald Sun*, Melbourne,
15 October 2001, p. 82 (illus.)
Ashley Crawford, 'Storrier fires up landscape of imagination',
The Age, Melbourne, 25 October 2001, p. 6

If *The Fall (Incendiary Detritus)*, painted at the dawn of a new millenium, is at all representative of the artist's state of mind, Tim Storrier has a less than utopian vision of the future. A painting which reprises themes Storrier has worked with for almost two decades now, *The Fall* is also a bleak refinement of his fascination with fission, sacrifice, loss, waste, and termination.

A black snake slides across barren ground strewn with what might be offerings or simple detritus, abandoned in the wake of some unspecified disaster. Fire burns in the mid-ground - but it's not the warming, nostalgic blaze familiar from Storrier's outback campfire images. This fire has echoes of the funeral pyre. It burns in a strange, extraterrestrial landscape where black birds wheel in an unnaturally blue sky and a haze of polluted smoke clouds the background.

The Fall is less landscape than still life. Indeed, it's a painting which makes explicit the extent to which the still life genre has influenced Storrier's 'landscapes' more directly than the history of landscape painting itself.

A faintly disreputable aura has often hung around the still life because of the self-conscious design which is so often implied by such works and the facility with trompe l'oeil which marks the genre's best practitioners. It's a tradition associated with ultra-illusionistic and often decadent periods in art history. And, yet, as a host of painters, from the eighteenth-century French painter Chardin to the 1960's American pop artist Wayne Theibaud, have demonstrated, it's equally a genre with enormous symbolic potential. The still life, at its best, is a mode which renews our capacity to see apparently banal, everyday objects.

The role of the still life in Storrier's oeuvre became explicit in the mid-1980s following a trip to Egypt to paint a series of commissioned images. In an exhibition titled *Burning Of The Gifts*, Storrier showed a work with the same title which depicted a pyre of melons, eels, snakes, pomegranates and watermelons smouldering ominously in an empty landscape. Discussing the image at the time it was exhibited, Storrier said the idea had come to him while visiting an Egyptian tomb. 'In the Tomb

of Rameses, I saw an image of a table of fruit, ducks, lotus flowers, the head of a bull, set alight as an offering to Aten, spirit of the sun. I started painting my picture as a monumental still life, but along the way it gained many levels of meaning, and its ambiguity is part of its strength. It's hard to say if it's a barbecue or a rubbish heap. Is it burning or cooking?'¹

The still life is an ideal genre for Storrier giving context to his desire to balance a mannered style with submerged symbolic content. The ambiguity he speaks of in the work - the way the more ephemeral subjects of destruction, transformation and impermanence shadow an apparently innocuous decorative picture - is critical to the intellectual appeal of the still life, and to its appeal for modern surrealist painters such as Rene Magritte.

Like Storrier himself, the still life has suffered through its association with decoration and illusionism. Writing of the late nineteenth-century American still-life artist, William Harnett, Robert Hughes observes that he 'traded on the relative naivete that Americans had about illusion at the dawn of the photographic age' and that 'his public loved to have its eyes fooled'. He also writes that: 'People associated the trompe-l'oeil painter with the trickster, the con man, the card sharp. How the hell did he do that? To be fooled and know you are being fooled (along with others) is a truly democratic joy'²

But if its ability to deceive the eye is one reason the still-life has been conventionally regarded with suspicion, an equally cogent one is offered by its association with the fetish objects of capitalist success. Still life paintings have historically offered wealthy patrons an opportunity to display their material wealth and present their bourgeois credentials to the world. On this score, there's no doubt that the decorative quality of Storrier's work has partly ensured his popularity with some of his more conservative collectors. But it's equally important when considering the artist's investment in the still life to recognise that the genre has a sharper side: it's also been a key mechanism for artists to bite, if not entirely sever, the hand that feeds them. In Australia, Storrier's own commercial success has tended to overshadow the harsher symbolic significance of a painting like *Burning of the Gifts*. But as Janet Hawley notes, in North America, works like these were seen in a different light:

The Americans interpreted Storrier's burning paintings in a way Australians hadn't. They were seen as highly political, ecological statements about the landscape and its vulnerability; the burning rope, fists, fruit, became symbols of civilisation consuming itself, leaving only the charred ruins on the horizon.³

While it would be a mistake to labour such an overtly political reading of these works, given the artist's disavowal of such a role for art, it's true that their strength lies in the ambiguity of their relationship to the fetishistic appeal of their subject matter and in the artist's desire to find the limits within which it's possible to make a simultaneously beautiful, but self-immolating image - to make a painting capable of consuming itself.

Professor Catharine Lumby 2000

¹ Janet Hawley, 'Tim Storrier', *Encounters with Australian Artists*, University of Queensland Press, St Lucia, 1993, p. 153

² Robert Hughes, *American Visions: The Epic History of Art in America*, Harvill Press, London, 1997, p. 316

³ Janet Hawley, 'Tim Storrier', *Encounters with Australian Artists*, University of Queensland Press, St Lucia, 1993, p. 147



12

Fred Williams (1927-1982)

Summer Snow at Perisher, 1976

signed 'Fred Williams' lower left

oil on canvas

134.8 x 152.7cm (53 1/16 x 60 1/8in).

\$600,000 - 800,000

PROVENANCE

Rex Irwin Art Dealer, Sydney (label attached verso)

Ms Dawn O'Donnell, Sydney

The Dawn O'Donnell Bequest: NIDA Foundation, Sydney

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

16 December 2009, lot 33

Private collection, Sydney

EXHIBITED

Fred Williams: A Retrospective, Australian National Gallery, Canberra,
7 November 1987 - 31 January 1988, cat. 170 (illus.)

Fred Williams: Paintings, Rex Irwin Art Dealer, Sydney, 26 April - 4 June
1994, cat. 6

LITERATURE

James Mollison, *A Singular Vision: The Art of Fred Williams*, Oxford
University Press, Melbourne, 1989, p. 197 (illus.)

Art and Australia, Sydney, vol. 31, no. 3, Autumn 1994, p. 305 (illus.)

Summer Snow at Perisher 1976 was painted in the mid seventies during a time of great transition in the work of Fred Williams, particularly in terms of palette, perspective and approach to his subject matter. As the decade opened the artist found a new palette and expressiveness, which would transform his art. *Summer Snow at Perisher* 1976 was painted in the mid seventies during a time of great transition in the work of Fred Williams, particularly in terms of palette, perspective and approach to his subject matter. As the decade opened the artist found a new palette and expressiveness, which would transform his art. Patrick McCaughey comments, 'The 1974 landscapes mark the turning-point. The difficulties, the great challenge in method, colour and subject matter, were confronted in the studio and absorbed into Williams's new grand manner.'¹ The refined minimalist landscapes of the 1960s gave way to a new expressionism with paint applied in richly-coloured daubs as though Williams was giving air to the most minute forest flower, the kaleidoscopic colours of sky reflected in a pool or the thick tangle of dense bush. This metamorphosis was clear in 1972 - 73, in the collection

of the Queensland Art Gallery, which is definitively Matisse-like in its lavish use of exotic colours. Notably, he began to record changes in weather conditions and light throughout the course of the day as can be observed in the triptych of 1974 and he dramatically broadened his subject matter beyond the well-travelled confines of the Victorian landscape. Images of the Queensland rain forest emerged, along with the South Australian coastline and Erith Island off the Tasmanian coast.

Against this backdrop came a concise but remarkable series of works depicting the Kosciuszko National Park painted in the grand romantic tradition of Turner in the Italian alps and Eugene von Guérard in the Snowy Mountains over a century before Williams. In 1972 Williams was appointed to the Commonwealth Art Advisory Board and in 1975 he was appointed to the Interim Council of the Australian National Gallery in Canberra (now the National Gallery of Australia). Both roles brought him to Canberra regularly and in the summer of 1975 Williams and his family stayed with friends in the Kosciuszko Ranges.² He observed, 'It's the kind of country you have to be born into or be just plain 'hardy' but tremendously attractive to look at. The fascinating patches of snow form themselves into inventive shapes...the day has everything weather wise. There is rain, sleet & snow, lowering blue clouds and brilliant sunshine'³ Despite the weather fluctuations Williams worked whenever the conditions permitted capturing the unique beauty of summer wildflowers, dried grasses, exposed rocks and the drifts of snow left behind in the cold shadows after late spring snow falls had melted. He captured the fast moving mists and cloud formations and the elemental sense felt by simply being in the mountains. He wrote, 'I find a secluded spot away from people & the wind & I make a very large effort. Working on half a dozen pictures it strikes me as being a very dark landscape... The shapes of the snow are fascinating & some of the sketches I attempt to do "portraits" of certain areas - the snow areas!'⁴ McCaughey comments that Williams made a number of photographs of Guthega and Kosciuszko when flying back and forth to Canberra in both 1975 and 1976 and it is this aerial perspective that is found in 1976 and the related work 1976-77, in the collection of the National Gallery of Australia. The power and mastery of the series was acknowledged at the time they were painted when in 1976 Williams won the Wynne Prize for 1976 and the Trustees' Watercolour Prize for his gouache.

¹ Patrick McCaughey, *Fred Williams 1927-1982*, Murdoch Books, Sydney 1996 (revised edition), p. 263

² Op.cit., McCaughey pp. 224-225

³ Fred Williams diary quoted in Deborah Hart, *Fred Williams - Infinite Horizons*, National Gallery of Australia, Canberra, 2011, p. 142

⁴ Ibid. p. 142-43.



13

Sidney Nolan (1917-1992)

Kelly with Gun, 1964

signed 'nolan' centre right

ripolin on paper on board

63.5 x 52cm (25 x 20 1/2in).

\$70,000 - 90,000

PROVENANCE

Wagner Art Gallery, Sydney (label attached verso)

Boronia Gallery, Mosman, Sydney (label attached verso)

Maureen and Harold Zarembor, New York, acquired 1985

Agnews Gallery, London

Private collection, Sydney

EXHIBITED

Sidney Nolan, Across Continents, Agnews Gallery, London,

8 September - 8 October 2010, cat. no. 14

LITERATURE

Sidney Nolan, Across Continents, exh. cat., Agnews Gallery, London,

2010, cat. no. 14 (illus.)

Describing Sidney Nolan and the impact of his work upon Australian art, Edmund Capon notes, 'Nolan is the most familiar in the history of modern Australian art; indeed his name is synonymous with Australia. And yet he remains something of an enigma. There are reasons for this, not the least of which was his challenge to the Australian visual art tradition established, essentially, in the landscape. Nolan introduced human drama into the hitherto unpopulated by defining image of the Australian landscape. Whilst he used it as the setting for his excursions into the human condition, it was not the natural but the human landscape that drove and sustained his curiosity and imagination.

His gregarious intelligence fuelled both his curiosity and his creativity but that quicksilver mind could, at times, be infuriatingly glib, and it was this extraordinary facility that has also contributed to much of the uncertainty about Nolan. We are, or have been, suspicious too of the range of his interests and his staccato devotion to those interests, as though his intellectual or emotional loyalty were in question. That mercurial side of his is demonstrated in the pattern of 'series' paintings which we mistakenly assume to be concluded as he left one series behind and embarked on another. However, any analysis of Nolan's career as a painter reveals some surprising inconsistencies, for those themes were not permanently discarded; they re-appear in differing guises at other times and in other contexts. Such reoccurring themes and sensibilities are perhaps reflections of the unnerving speed with which he would scurry from subject to subject, without losing sight of a greater objective. It is an oft-laid charge that he would simply dash off paintings, usually to meet a deadline, and that they therefore lacked credibility and commitment, but I'd suggest that the pace of his mind was simply reflected in the pace of his work. I recall one such occasion and gently chastising him for producing more than just one or two paintings in a morning, to which he replied: 'Five minutes in the making, five years in the thinking, dear boy.'¹

¹ Edmund Capon, *I Blame Duchamp – My Life's Adventures in Art*, Penguin Group, Victoria, 2009, p. 59



14

Albert Namatjira (circa 1902-1959)

Indoona, c.1939

signed 'ALBERT NAMATJIRA' lower centre

watercolour and pencil on paper

25.0 x 17.0cm (9 13/16 x 16 11/6in).

\$25,000 - 35,000

PROVENANCE

Artarmon Galleries, Sydney (label attached verso)

Private collection, Sydney

LITERATURE

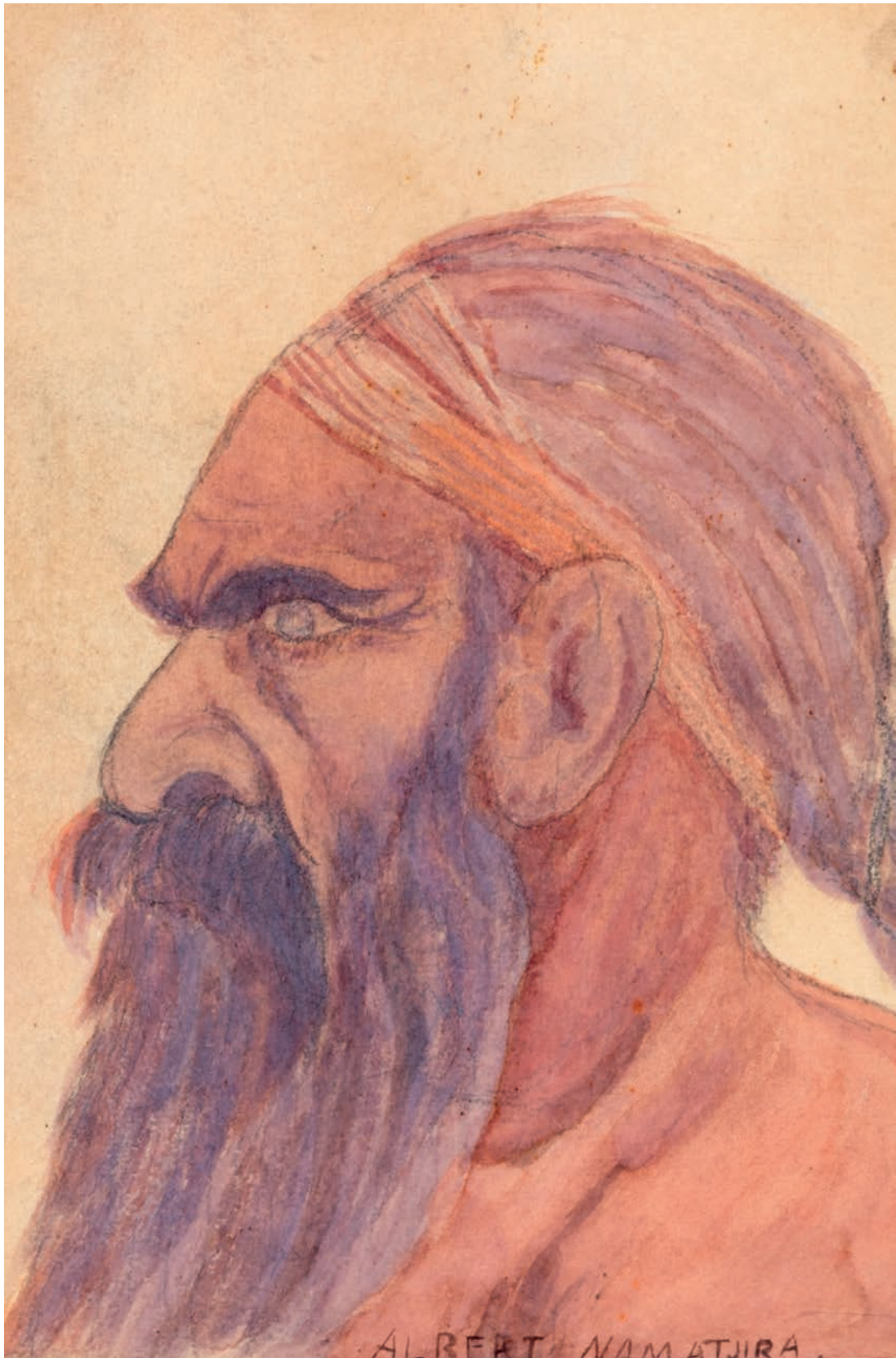
Andrew MacKenzie, *Albert Namatjira: 1902-1959*, Famous Australian Art Series, Mallard Press, Brisbane, 1989, p. 22 (illus.)

Alison French, *Seeing the Centre: The Art of Albert Namatjira 1902-1959*, National Gallery of Australia, Canberra, 2002, p. 43

Indoona, c.1939 is an exceptionally rare example of portraiture in the oeuvre of an artist internationally renowned for his remarkable paintings depicting the Australian landscape. One of only three known profile portraits, *Indoona* depicts a friend of Namatjira's and, unlike the other two portraits, *Kamatu* and *Nguritooyalpa* c.1937¹ and other full-length figures depicted by the artist that are set in specific locations, this example is set against a bare background. The artist did not pursue portraiture beyond these early years and perhaps, as Alison French suggests, these works were specifically commissioned by friends and family.

In stark contrast to the 'Westernised' artist that Namatjira was to become, *Indoona* depicts a traditional Aboriginal man who undoubtedly lived a starkly different life to that of his painter. Although not as skilled in rendering the human form as he was with the landscape that surrounded him, Namatjira has nonetheless successfully captured the quiet intensity and feeling in his subject's gaze. The sombre palette enhances the mood of this formal portrait.

¹ Alison French, *Seeing the Centre: The Art of Albert Namatjira 1902-1959*, National Gallery of Australia, Canberra, 2002, p.53 (illus.)



© Legend Press, Sydney

15

A Broad Shield, Murray River, Victoria

pipe clay and natural earth pigments on carved and engraved hardwood

Length: 86.0cm

\$60,000 - 80,000

PROVENANCE

Private collection, South Shropshire, United Kingdom

Brightwells Antiques & Fine Art, *Antiques & Fine Art including Ethnic*

& Tribal Art, Herefordshire, United Kingdom, 24 August 2011, lot 574

United Kingdom

Private collection, New South Wales

Cf. For a closely related example see Yves Le Fur (ed.), *Musée du Quai Branly: The Collection – Art from Africa, Asia, Oceania and the Americas*, Flammarion and Musée du Quai Branly, Paris, 2009, p.239 (illus.)

Known as Gee-am or Kerreem by the Gulin people who manufactured them, these shields were used only in group conflict and as such, played a significant totemic role in the regulation of social order in south-eastern Aboriginal Australia.¹

Their construction is described in some detail by 19th century geologist, author and social commentator Robert Brough Smyth who states: 'In making these shields some skill is necessary. After the bark is taken from the tree, and rudely shaped in the form desired, a mound of earth is raised some three feet in length, and about half the breadth of the bark; hot ashes are placed on the mound, the bark is laid thereon, and it is covered with heavy stones and sods. The green bark, by the time the ashes are cold, has taken the curve of the mound, and the finishing and ornamenting of the weapon are pursued at leisure. The natives of Lake Tyers call this shield *Bam-er-ook*.'²

¹ Philip Jones in Yves Le Fur (ed.), *Musée du Quai Branly: The Collection - Art from Africa, Asia, Oceania and the Americas*, Flammarion and Musée du Quai Branly, Paris, 2009, p. 238

² *The Aborigines of Victoria with notes relating to the habits of the Natives of other Parts of Australia and Tasmania*, Volume 1, John Ferres - Government Printer, London, 1878, p.332





16
A Club, Victoria
 carved and engraved hardwood
Length: 78.0cm
\$8,000 - 10,000

PROVENANCE
 Cottees Antiques & Collectables, Wareham,
 United Kingdom, February 2010, lot 124
 Private collection, New South Wales



17
A Club, Victoria
 carved and engraved hardwood
Length: 62.5cm
\$4,000 - 6,000

PROVENANCE
 Cottees, Wareham, United Kingdom
 Private collection, New South Wales



18
A Club, Victoria
 carved and engraved hardwood
Length: 61.0cm
\$4,000 - 6,000

PROVENANCE
 Audap & Mirabaud, Paris, France, 4 February
 2011, lot 502
 Private collection, New South Wales



19
A Leangle Club, Western Victoria
 carved and engraved hardwood
Length: 80.0cm
\$2,000 - 3,000

PROVENANCE
 Songlines Aboriginal Art, San Francisco
 Private collection, New South Wales



20
A Leangle Club, Western Victoria
 carved and engraved hardwood
Length: 68.0cm
\$2,000 - 3,000

PROVENANCE
 Michael Graham Stewart, London
 The Leicester Galleries, London
 Private collection, New South Wales



21
A Leangle Club, Victoria
 carved and engraved hardwood
Height: 78.0cm
\$2,000 - 3,000

PROVENANCE
 Christie's and HOK Fine Art, *The Lissadell House Sale*, County Sligo, Ireland, 25 November 2003
 Private collection, London, United Kingdom
 Private collection, Melbourne

22

Attributed to Shorty Lungkata Tjungurrayi (1920-1987)

Untitled, 1972

synthetic polymer powder paint on composition board

bears 'Pintupi Set/Sep(?) No.1' and 'S-/ULLL/5X' verso

66 x 51cm

\$50,000 - 70,000

PROVENANCE

Painted at Papunya in the period following Geoffrey Bardon's departure in 1972

Private collection, United States of America

Private collection, Sydney

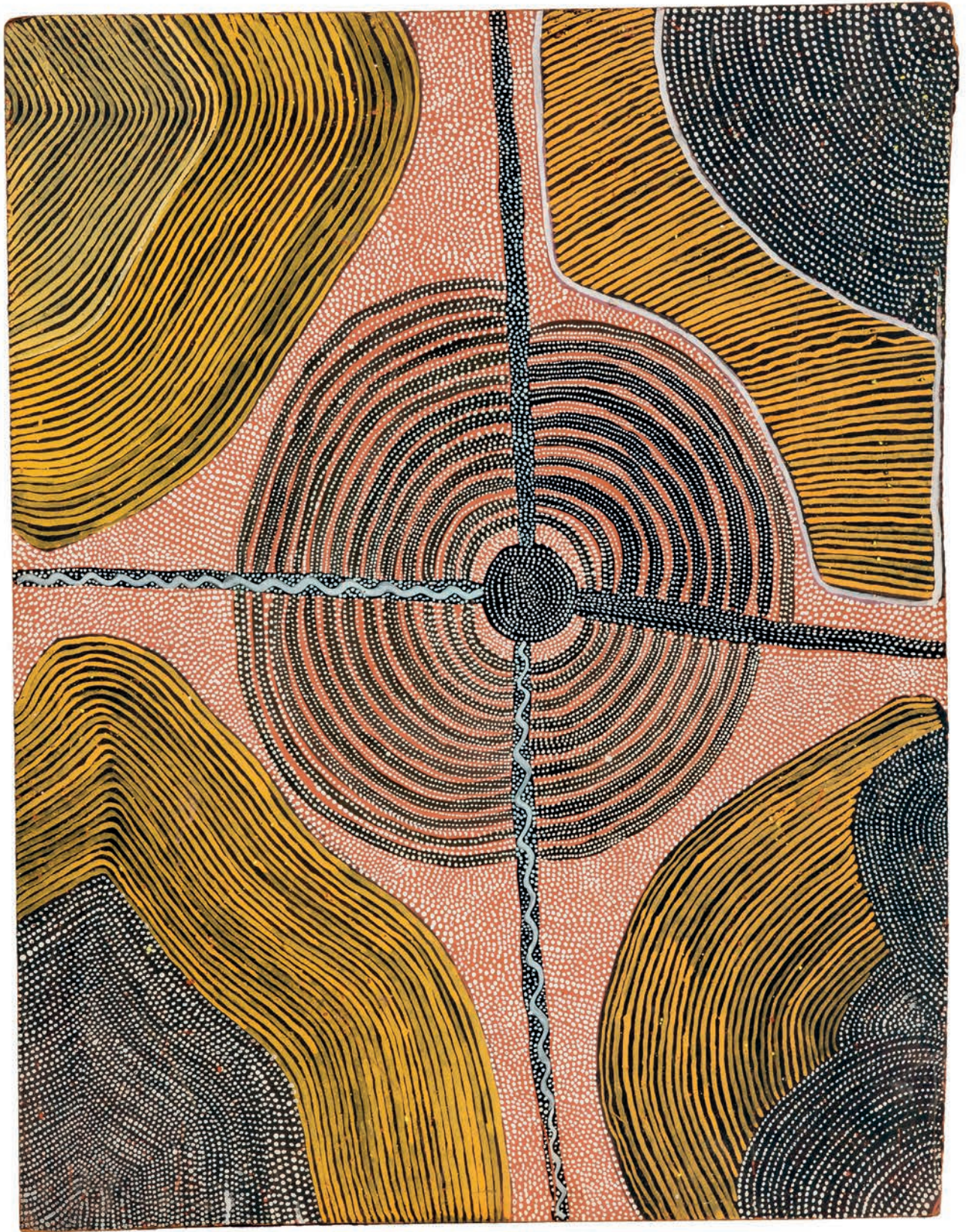
This painting does not have accompanying documentation that identifies the artist. It does, however, possess the stylistic hallmarks of an early board by a Pintupi artist; this is evident in the proto-symmetry of the composition, and the abstracted and non-figurative imagery. The inscription on the verso of the painting supports such an attribution. The scalloped forms of lines of white dots on black bear a resemblance to shapes in early board paintings by Shorty Lungkata Tjungurrayi.

The detail of the sets of concentric circles composed around an oblique cross form in Shorty Lungkata's *Untitled*, 1972, in the collection of the National Gallery of Victoria displays formal similarities to this work; the painting is illustrated in Judith Ryan, *Mythscape: Aboriginal art of the desert from the National Gallery of Victoria*, National Gallery of Victoria, Melbourne, 1989, p. 37 and in Judith Ryan and John Kean et al, *Tjukurrjtjanu: Origins of Western Desert art*, National Gallery of Victoria, Melbourne, 2011, p. 237. In particular, see *Untitled*, 1972, by Shorty Lungkata in the collection of the Australian Museum, Sydney, illustrated in Ryan, Kean et al, 2011, p. 239, which features curved parallels, scalloped forms and meandering white lines similar to those in this work. These forms are also present in *Mystery Sand Mosaic*, 1974 in Geoffrey Bardon and James Bardon, *Papunya, A Place Made After the Story: The Beginnings of the Western Desert Painting Movement*, Melbourne: The Miegunyah Press, 2004 p.420, painting 386 and *Goanna Love Story*, 1972, in G. Bardon and J. Bardon, 2004, p.266, painting number 192.

Although this work may be that of Shorty Lungkata Tjungurrayi, another possibility is Mick Namarari Tjapaltjarri. The sweeps of parallel alternating yellow and black lines are suggestive of early paintings by the artist and the later large canvases related to Tingari subjects by artists such as George Tjungurrayi. Comparative works by Mick Namarari include *Water Dreaming*, late 1972, in the John and Barbara Wilkerson Collection, illustrated in Roger Benjamin and Andrew C. Weislogel (eds), *Icons of the Desert: Early Aboriginal Paintings from Papunya*, Herbert F. Johnson Museum of Art, Cornell University, New York, 2009, pl. 35, p. 145, and *Bush tucker story*, 1972, in the collection of the Queensland Art Gallery, illustrated in Ryan, Kean et al, 2011, p. 167. See also *Untitled* c.1972 in Sotheby's, *Aboriginal Art*, 28-29 July 2003, lot 107 which features similar alternating bands of black and red lines, each overlaid in lines of white dotting: and *Untitled*, 1972, in *Aboriginal Art*, 28-29 July 2003, lot 170.

Wally Caruana

This painting is sold with an accompanying label most probably based on notes by Peter Fannin with his interpretation of the subject matter depicted. According to the note, the painting depicts Wapiti (a kind of root food somewhat like a yam).



23

Emily Kam Kngawarray (Emily Kame Kngwarreye)(circa 1916-1996)

My Anooralya Story, 1991

inscribed 'Emily Kngwarreye' and Delmore Downs catalogue number

'91J59' verso

synthetic polymer paint on canvas

90.0 x 60.0cm (35 7/16 x 23 5/8in).

\$10,000 - 15,000

PROVENANCE

Commissioned by Donald and Janet Holt, Delmore Downs,

Northern Territory

Chapman Gallery, Canberra

Private collection, Canberra

This painting is sold with accompanying documentation from Delmore Gallery that states: 'After well-spaced rains, the desert transforms, rapidly moving from one extreme to another. The movement is not just in growth, but also in colour and form. Emily's belief in the fertile energy that launches such amazing growth, has inspired and selective use of colours. The heat ripens the fruit, and brings the flowers and grass seeds to maturity. Gradually, the bloom wanes, everything dries off, and the seeds disperse. In ceremony, these life cycles are celebrated and spiritually nurtured. In everyday life, Emily also nurtures the social lives of her family, hopefully ensuring that they too will survive the erratic nature of the desert's seasons.'

The underlying structure of this canvas is in the increase centre and underground growth pattern of the Anooralya, or finger yam. Layered over this are scattered seeds, leaves and dried fruit (in particular, the bush plum) and other bush tucker sources. The effect of the random dotted movement in the various colours of this work, picks ups (sic) the mood of those special places in the desert that display amazing richness and abundance.'



24

Charlie Tarawa Tjungurrayi (born circa 1920-1999)

Old Man's Dreaming, 1971

inscribed with artist's name verso

synthetic polymer paint and natural earth pigments on composition board

71.0 x 38.0cm (27 15/16 x 14 15/16in).

\$30,000 - 50,000

PROVENANCE

Painted at Papunya in 1971 Painting 41, consignment 8 to the Stuart Art Centre, Alice Springs (label attached verso)

Private collection, Melbourne

Sotheby's, *Tribal Art*, Melbourne, 29 July 1990, lot 112

Private collection, Alice Springs

EXHIBITED

Tjukurrjtjanu, Origins of Western Desert Art, The Ian Potter Centre, National Gallery of Victoria, Melbourne, 30 September 2011 - 12 February 2012; Musée du quai Branly, Paris, 9 October 2012 - 20 January 2013 (label attached verso)

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.230, painting 143

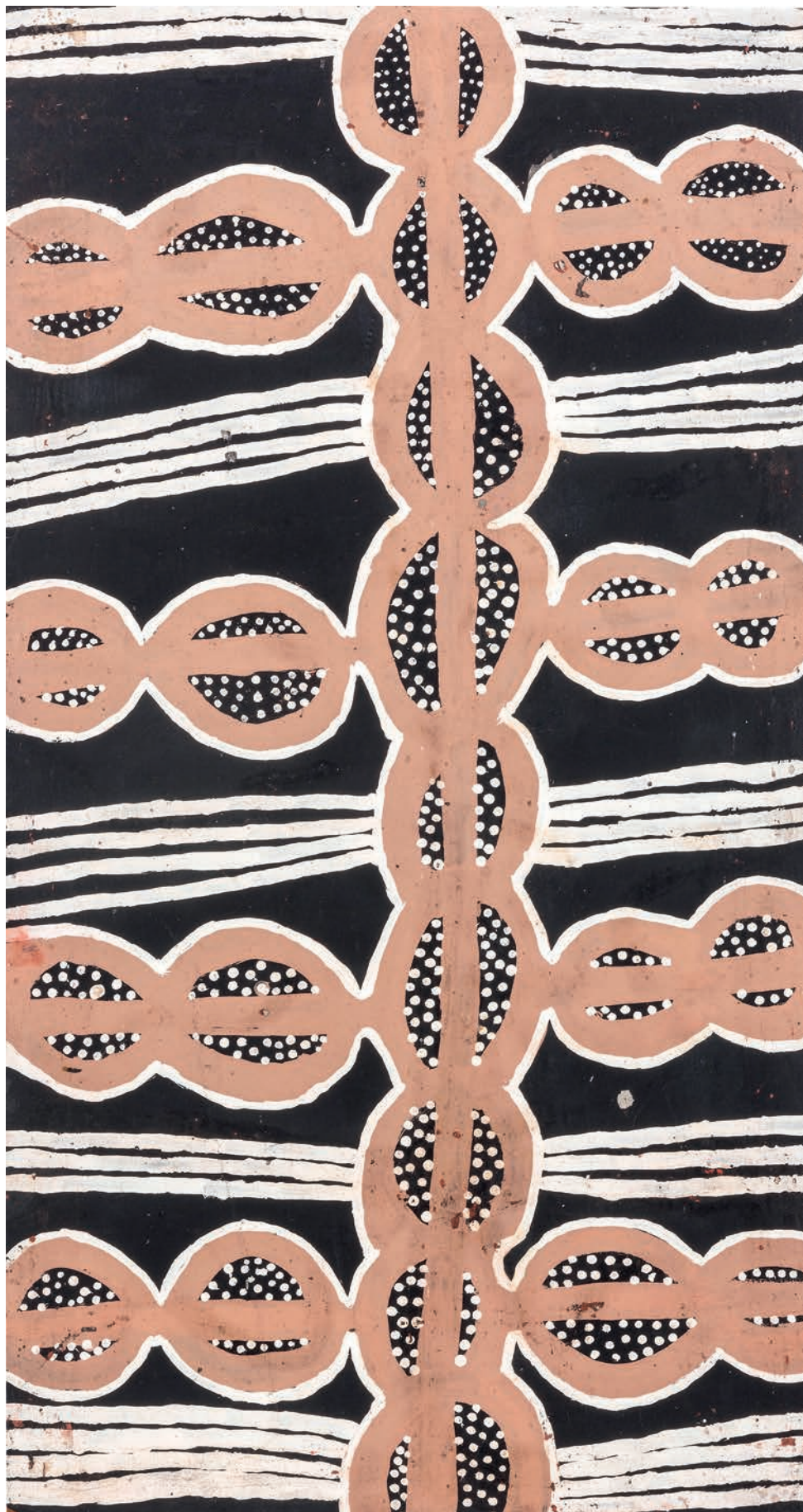
Judith Ryan and Philip Batty, *Tjukurrjtjanu, Origins of Western Desert Art*, National Gallery of Victoria, Melbourne, 2011, p. 215

For an analysis of the painting by Geoffrey Bardon, where he titles the work 'Spirit Man Frog Dreaming Journey (Version 2)' Bardon describes the horizontal bars as journey lines for the Frog Spirit Men whose special tracks are indicated by the looping vertical and horizontal patterns.

RELATED WORK

Andrew Crocker, *Charlie Tjaruru Tjungurrayi - A Retrospective*, Orange City Council, Orange, 1987, p. 45, pl. 9

This painting was originally catalogued as 'The Dogs that stepped on an Old Man's Testicles'. It is one of Charlie Tarawa's earliest works painted in 1971 and relates stylistically to *Cave Story*, 1971 in the collection of The Museum and Art Galleries of the Northern Territory, Darwin.







25

Roger Kemp (1908-1987)

Abstract Structure, c. 1972

synthetic polymer paint on composition board

183.0 x 137.0cm (72 1/16 x 53 15/16in).

\$75,000 - 95,000

PROVENANCE

The estate of the artist, Melbourne

RELATED WORK

Abstract Structure, 2007, wool and cotton, 497.0 x 366.0cm, collection of the National Gallery of Victoria, Melbourne

Abstract Sequence 1972-73, synthetic polymer paint on canvas 225.0 x 265.0cm

Relativity (diptych) 1972-74, synthetic polymer paint on composition board 58.0 x 51.0cm (each panel)

In the early 1980s the newly appointed director of the National Gallery of Victoria, Patrick McCaughey selected works from Roger Kemp's studio as the basis of three tapestries commissioned to hang in The Great Hall. The tapestries were not simply a compliment to Leonard French's famous stained glass ceiling, they were to sonorously and rhythmically balance the space and enhance the meditative and transcendental qualities imbued in that building. Designed somewhat like the nave of a Romanesque-Gothic cathedral, the Hall had taken on a spiritual dimension and yet its vast and lofty bluestone surfaces and steel structure required works which would not only soften the space but more importantly draw the eye to French's crowning ceiling. What was required of Kemp's art was a robust sensibility and power, which could not be humbled by the scale or the domineering elements of the space. McCaughey's original commission for three works was augmented in concert with the rebuilding of the Gallery in 2003 to include three further tapestries based on works from the early 1970s. This work, *Abstract Structure* c. 1972 was the basis for the tapestry, *Abstract Structure* 2007, which was completed by the Victorian Tapestry Workshop in that year and has been displayed in the Great Hall on the western wall.

The decade of the 1970s when this work was painted was a critical period for Roger Kemp. In 1973 his work was selected for the inaugural Sydney Biennale and in 1977 he was awarded an Order of the British Empire for his services to Australian art. Prior to his appointment at the National Gallery of Victoria, McCaughey had championed his work alongside other abstractionists of the day and in 1978 he coordinated the artist's first major survey show, *Roger Kemp: Cycles and Directions 1935 - 1975*, which was shown across five Victorian galleries and toured to other state and regional galleries. The 101 works shown in this expansive exhibition confirmed that Kemp was a profoundly cerebral artist whose mind was always engrossed in deep ideas about existence, science, religion, music, spirituality, metaphysics and philosophy, all of which he would regularly articulate amongst his ever growing band of fellow artists, curators and critics. Painting and drawing for Kemp was the greatest way he knew to capture all of this intelligence and mark it down for the world to apprehend and be enlightened. As McCaughey commented, 'For Roger each painting or drawing, no matter how minor, was the answer. It didn't illustrate the answer, it was not a diagram or plan or explanation, it was the answer.'¹

¹ Interview with Patrick McCaughey 1991, quoted in Christopher Heathcote, *The Art of Roger Kemp*, Macmillan, Melbourne, 2007, p. 109



26

Charles Blackman (born 1928)

The Dancer, c.1965

signed 'BLACKMAN' lower centre

oil on composition board

81.0 x 95.0cm (31 7/8 x 37 3/8in).

\$60,000 - 90,000

PROVENANCE

Collection of the artist

Mr Don Burrows AO, MBE, acquired c.1970

'A younger contemporary of Arthur Boyd, John Perceval, Joy Hester and the late Sir Sidney Nolan, Blackman emerged during the fifties as an artist whose pictures achieved a rare and extraordinary degree of poetic reality. In London, where he lived from 1961-66, his paintings were described as 'big, tough and tender', an epithet that stuck for some years for Australian art in general. Blackman's work attracted to his side some of the most distinguished figures in the art world including Sir Kenneth Clark. In 1966 Blackman decided to forego the attention of British critics, poets and intellectuals and return to his own country and to draw from the Australian environment the essential character of his art – its strong contrasts of dark and light, hard-felt emotions and genuinely large size. The combination of these qualities with his intimate human imagery underlines the urgent and haunting effect of his pictures.'¹

¹ James Mollison, 'Charles Blackman, Director's Foreward', *Charles Blackman, Schoolgirls and Angels*, National Gallery of Victoria, Melbourne, 1993



27

Fred Williams (1927-1982)

Eltham Landscape, 1958-59
signed 'Fred Williams' lower right
oil on hardboard
61.0 x 47.5cm (24 x 18 11/16in).
\$100,000 - 150,000

PROVENANCE

The estate of the artist, Melbourne
Philip Bacon Galleries, Brisbane (label attached verso)
Private collection
Annette Larkin Fine Art, Sydney
Private collection, Sydney

EXHIBITED

Fred Williams, Australian Galleries, Melbourne, 12 May 1959, cat. no. 20
Fred Williams - A Retrospective, Australian National Gallery, Canberra, 7 November 1987 - 31 January 1988; National Gallery of Victoria, Melbourne, 17 February - 3 April 1988; Tasmanian Museum and Art Gallery, Hobart, 18 April - 22 May 1988; Art Gallery of Western Australia, Perth, 13 June - 31 July 1988; Art Gallery of South Australia, Adelaide, 16 August - 30 October 1988; Queensland Art Gallery, Brisbane, 24 November 1988 - 30 January 1989; Museums and Art Galleries of the Northern Territory, Darwin, 29 April 1989 and Art Gallery of New South Wales, Sydney, 8 August - 24 September 1989
Fred Williams, Phillip Bacon Galleries, Brisbane, 4 April - 6 May 2000, cat. no. 1

LITERATURE

James Mollison, *A Singular Vision: The Art of Fred Williams*, Australian National Gallery, Canberra, 1989, p. 41 (illus.)
Fred Williams, exh. cat., Phillip Bacon Galleries, Brisbane, 2000 (illus. front cover)

Fred Williams returned to Australia in 1957 after spending five years studying at the Chelsea Art School and the Central School of Arts and Crafts in London. Upon returning to Melbourne, influenced by a fresh perspective on the familiar Australian setting, he began to develop a unique vision that would transform the ways of seeing the landscape and solidify Williams' post as one of the greatest artists of modern Australia.

Eltham Landscape, 1958, demonstrates the beginnings of Williams' iconic vision. Though he was still caught up in the powerful influences of the European modernists, this work marks a direct shift away from the figurative and Expressionistic art he was producing in England. He would continue to paint in the European tradition well into the 1960s; but this work, along with the important *Nattai River*, 1958, in the collection of the National Gallery of Victoria, demonstrate the flat landscape, the high horizon line, and understanding of tonality that would become his own. Crucially, *Nattai River* would also be the first work by the artist to be acquired by a public institution, marking 1958 as a year of consequence.

The work is positioned almost as if we are looking at the landscape wearing blinkers, we are not allowed past the tight confines of the immediate foreground, permitted only to see what lies behind it. This was a common technique of Williams during this period and completely involves the viewer, almost to the point of frustration. Although *Eltham Landscape* is much more literal than his landscapes of the 1960s, such as *You Yangs Landscape*, 1963, in the collection of the Art Gallery of New South Wales, this work is more about the handling of colour and tone than composition. The orthogonals created by the trees and their pointedly vertical positioning play second fiddle to the fine tonal differences found in layers working up the canvas. Dark browns, blues and greens softening as they work towards the horizon. This landscape is familiar to every Antipodean; the blended colours of the foreground and background open up a central space in the canvas, mimicking the typically sporadic nature of the Australian bush.

The importance of *Eltham Landscape* within the artist's oeuvre was confirmed by its inclusion in the then Australian National Gallery's touring retrospective, *Fred Williams: A Retrospective*, which was staged in 1988, six years after the artist's passing. As observed by Patrick McCaughey in his monograph on the artist, 'During his lifetime Williams painted his way into the canon of Australian art, and his position today is even more firmly entrenched, if that is possible. He is the equal of the gifted generation of artists such as Sidney Nolan, Arthur Boyd and Albert Tucker, who preceded him, and is unsurpassed in his own generation.'¹

¹ Patrick McCaughey, *Fred Williams: 1927 - 1982*, Murdoch Books, Sydney, 2008 edition, p. 350



28

Brett Whiteley (1939-1992)

Sloping up on the Olgas (I) (with crow) 1983-85
signed and inscribed 'Brett Whiteley (Walking + using a chopper)' lower left
oil, photography and mixed media on plywood
122.0 x 102.0cm (48 1/16 x 40 3/16in).

\$700,000 - 900,000

PROVENANCE

Wynn Schubert Collection, Queensland, acquired directly from the artist c.1988
Private collection, Queensland
Private collection, Sydney

EXHIBITED

Brett Whiteley: Eden and Eve, Australian Galleries, Melbourne, 11-28 July 1984, cat. no. 23,
as 'The Drought Crow' (illus.)
The Jack Manton Prize 1987: Recent works by Fourteen Australian Artists, Queensland Art Gallery,
Brisbane, 13 February - 29 March 1987 (label attached verso)

LITERATURE

Bettina MacAulay, *The Jack Manton Prize 1987: Recent works by Fourteen Australian Artists*,
Queensland Art Gallery, Brisbane, 1987, p. 35 (illus.)

RELATED WORK

Rivers, 1 Walker Street, 1987, collection of the Brett Whiteley Studio, Sydney, in Gavin Wilson,
Rivers and Rocks, Arthur Boyd and Brett Whiteley, Bundanon Trust, New South Wales, 2001,
p. 47 (illus.)

Brett Whiteley had a long and multifarious fascination with the Olgas (or Kata Tjuta) as a symbol of the Australian landscape. In the 1970s, without ever having visited them in person, Whiteley painted what he described as 'inventions' or 'imaginings' of the large bornhardts.¹ However, as Whiteley's fascination in the central desert explorer Ernest Giles developed, so too did his interest in the Olgas as subject matter. In 1985, Whiteley travelled to the central desert with the poet Michael Driscoll, where the Olgas overwhelmed him with 'their form, sophistication and complexity'.² Whiteley's and Driscoll's travels were to result in a body of work that included *Sloping up on the Olgas (I) (with Crow)* along with works which were used as illustrations to Driscoll's book of poems *Native Rose* published in 1986.

Selected for inclusion in the prestigious *Jack Manton Prize* of 1987, the work is a forceful example of Whiteley's handling of invention and fact, emphasised by the use of collage and real objects such as nails and stones. The surface of the painting bulges and contracts, the two plywood panels united through the sweep of the rock formation as it travels across the picture plane. The weight of the form is balanced through a deftly carved void to its left, itself a watery micro-climate of lily pads and lilies. The motif is completed by an arabesque, echoing the Oberon works which dominated the artist's landscapes of the previous years.

Whiteley was to revisit the subject of the Olgas and Carcoar in *Rivers 1 Walker Street*, 1987, held in the collection of the Brett Whiteley Studio. Combining ink, collage and photographic work on paper, the work includes a photographic representation of *Sloping up on the Olgas I (with Crow)* alongside *Summer at Carcoar*, (collection of the Newcastle Region Art Gallery, Newcastle), the resulting ink sketch below a unification of the two subjects. Exhibited in 2002 as part of *Rivers + Rocks*, the work combined the Olgas and the curving river motifs of the Oberon landscapes which Whiteley believed to be a 'most spiritual and emotive of lines'.³

¹ The artist in conversation with Bettina MacAulay, 12 December 1986, in *The Jack Manton Prize 1987: Recent works by fourteen Australian artists*, Queensland Art Gallery, Brisbane, 1987, p. 34

² Bettina MacAulay, *The Jack Manton Prize 1987: Recent works by fourteen Australian artists*, Queensland Art Gallery, Brisbane, 1987, p. 34

³ Gavin Wilson, *River + Rocks: Arthur Boyd and Brett Whiteley*, Bundanon Trust, New South Wales, 2001, p. 18



29

Tim Storrier (born 1949)

Interior Water

signed 'Storrier' lower right

acrylic on canvas

122.0 x 198.5cm (48 1/16 x 78 1/8in).

signed and titled on stretcher bar verso

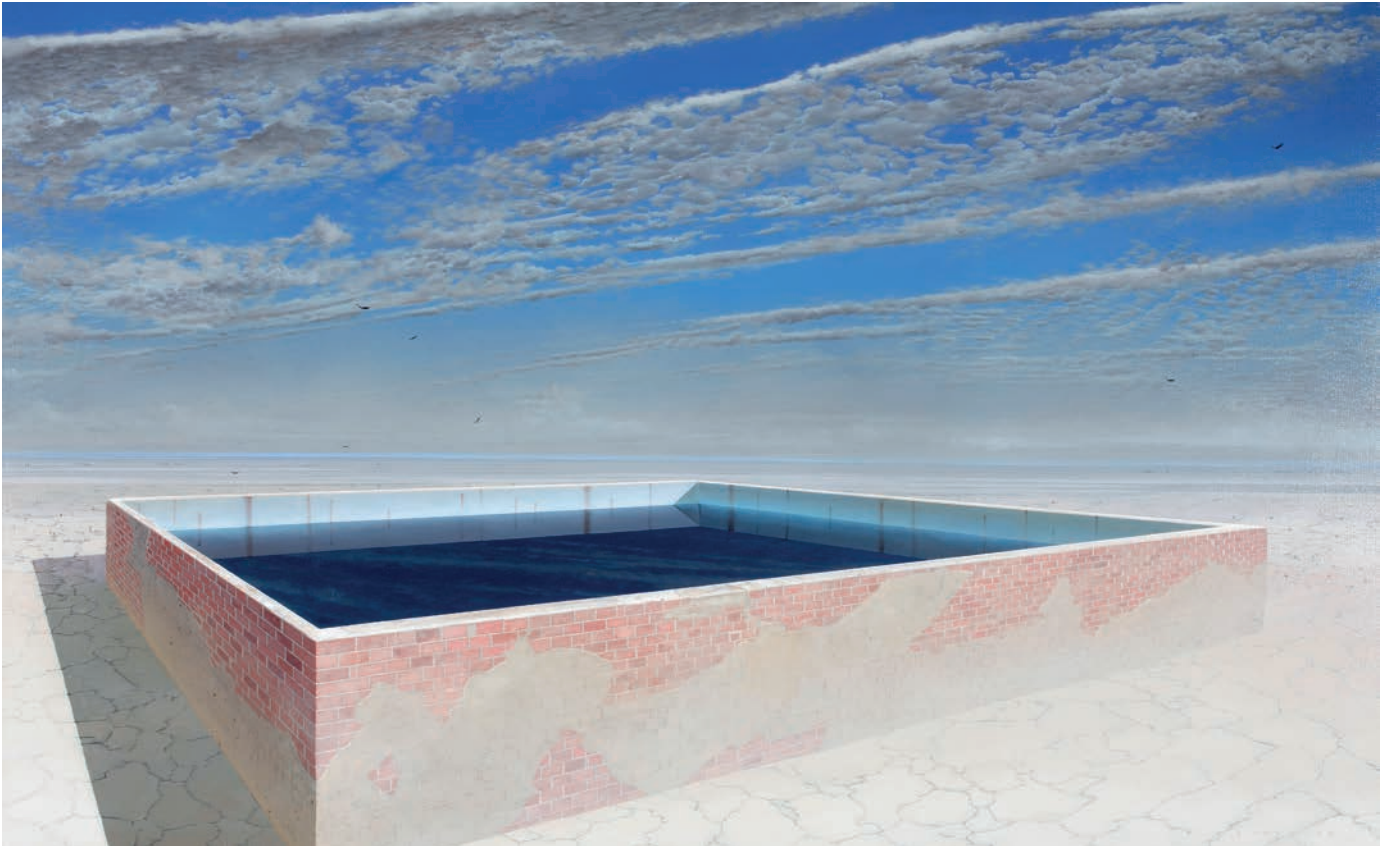
\$80,000 - 120,000

PROVENANCE

The estate of the late Mr George Oden Jennings, New South Wales

Throughout history, the interior desert country has been an irresistible magnet for artists accompanying surveyors and explorers on their great expeditions. In Australia, these often- futile voyages of discovery embarked upon with unbridled fervor and optimism and led by blind ambition, invariably ended in tragedy and ruin. In the case of Ludwig Leichardt who ventured out from Darling Downs to make a great arc across the continent to the West Australian coastline, all that was left was a random series of trees marked with an "L", a brass nameplate (now in the National Museum of Australia) and a rifle butt. Sometimes, if the expeditions were successful, great mythologies sprang up and surveyors such as Major Mitchell and Sir John Forrest became heroes. This mental and physical voyage into the interior, and what is left behind after the toil, has become the constant thread throughout the work of Australia's modern day painter traveler, Tim Storrier. His iconography often includes the detritus of an abandoned camp or the remains of a deserted structure in the middle of nowhere. Indeed he has made a career painting the paraphernalia of expeditions such as a saddle, its rider long gone and the horse absent.

From his first Sulman Prize-winning entry in 1968, *Suzy 350*, which depicted a motorcycle crash on the periphery of civilization, Storrier was irrevocably interested in that place where humanity has tackled landscape and has been overcome by nature's dominance. *Internal Water* is part of an ongoing investigation for Storrier into man's pathological need to build structures and edifices within an often inhospitable and unlikely territory. The enduring image of an empty brick rhomboid-shaped structure in the sand emerged in his work during the early 1970s and found significant expression after his first tour to the Arizona desert and the Middle East in 1972. Each journey lead to a group of works imbued with a nagging sense that man's longing for permanence in a landscape, which nature erodes and at times destroys, was inevitable but futile. In 1984 Storrier returned to the Sinai Desert resulting in his landmark show at the Art Gallery of New South Wales, *Ticket to Egypt*, which included some of his most philosophical landscapes. The material about transience, memory, history, humanity and the transformative qualities of fire gleaned on this trip laid down the groundwork for a remarkable body of work that followed. *Internal Water* is in some ways the counterpoint to his much-lauded Burning of the Gifts series where everything was sent on fire. The empty void in the cracked desert landscape overseen by the twilight sky is a metaphor for many things. Taken literally it is a well in the desert providing water and life, purification and respite from an uncompromising land. Metaphorically, *Internal Waters* alludes to notions of the abyss, endlessness, human psyche and ultimately the subconscious of dreams and memories. As Storrier reflected in 1994, "I work from memory. Whether I'm painting a bottle or a sunset, it has more to do with mood, memory and the distillation of time than with realism."



30

Ray Crooke (born 1922)

Towards the Island, 1986

signed 'R Crooke' lower right

oil on linen

121.0 x 181.0cm (47 5/8 x 71 1/4in).

\$50,000 - 70,000

PROVENANCE

Holdsworth Galleries, Sydney (label attached verso)

Private collection, Sydney

EXHIBITED

Recent Paintings by Ray Crooke, Holdsworth Gallery, Sydney,

27 September - 15 October 1986 (illus. invitation)



31

James Gleeson (1915-2008)

A Time of Uncertainty, 1995

signed and dated 'Gleeson '95' lower left; titled and signed
'A TIME OF UNCERTAINTY James Gleeson' on stretcher bar verso

oil on linen

134.0 x 200.0cm (52 3/4 x 78 3/4in).

\$30,000 - 50,000

PROVENANCE

Watters Gallery, Sydney (label attached verso)

Private collection, Sydney

In Renee Free's monograph, *James Gleeson: Images from the Shadows*, Free and Gleeson engage in a discussion on the nature of the artist's work and its roots in the Surrealist cultural movement. Free's final question asks if Surrealism is in fact a mode of concealment rather than revelation, a protective shield which unlocks the unconscious only to 'cover whatever glimpses may have subliminally appeared?'¹ Gleeson replies,

"With this question we return to the notion that all, or most of my paintings are best explained through the psychoanalytical method. This equates the painting with the dream, and in Freudian terms 'the dream is the (disguised) fulfilment of a (suppressed, repressed) wish'.

It may be so. Even Shakespeare causes Prospero to say: 'We are such stuff as dreams are made on, and our little life is rounded with a sleep.' Perhaps we are the stuff of dreams and the paintings are projections from that dreaming. In that case the 'bizarries' can be interpreted as disguises hiding the wish fulfilment in a psychologically necessary way.

On the other hand, many of these bizarries or disguises are so persistent and so explicable in an alternative way that their importance as subconscious evidence can be doubted.

For instance, one of the most important and constantly recurring motifs throughout my work is based on a sense of the mutability of forms and substances. Metamorphosis has always been, for me, one of the basic facts of life. Everything takes on a form, changes, falls apart and reforms in new organisations as part of an endless cycle.

When I painted Phlebas, the drowned Phoenician sailor cast up on the shore after his drowning, he has suffered a sea-change. He has become coral and sea growths, pearls and sponge.

Transformations like these are everywhere in the paintings; they are part of the morphic vocabulary which also includes the amalgamation of biomorphic and mechanical parts, each with their specialised kinds of energy compacted into a common drive.

The wrapped parcel recurs in changing forms. It is a gift, looked forward to or dreaded, a surprise, a potential Pandora's Box, a fragment of the unknown presented in a range of circumstances.

Are themes such as these intended to cover over the glimpses of the unconscious that may have subliminally appeared? Are they masks contrived to mislead? Or are they attempts to show that the world apprehended through our sense is not the whole truth about reality?"²

¹ The artist and Renee Free in conversation, 'The Rose and The Virus' in *James Gleeson: Images from the Shadows*, Craftsman House, Sydney, 1993, p. 43

² *ibid.* p. 44



32

Luke Cornish (E.L.K.) (born 1979)

Father Bob Maguire, 2012

signed, dated and inscribed '"FATHER BOB" 2011 - LUKE CORNISH

(E.L.K.)' verso

acrylic on canvas

168.0 x 137.5cm (66 1/8 x 54 1/8in).

\$20,000 - 30,000

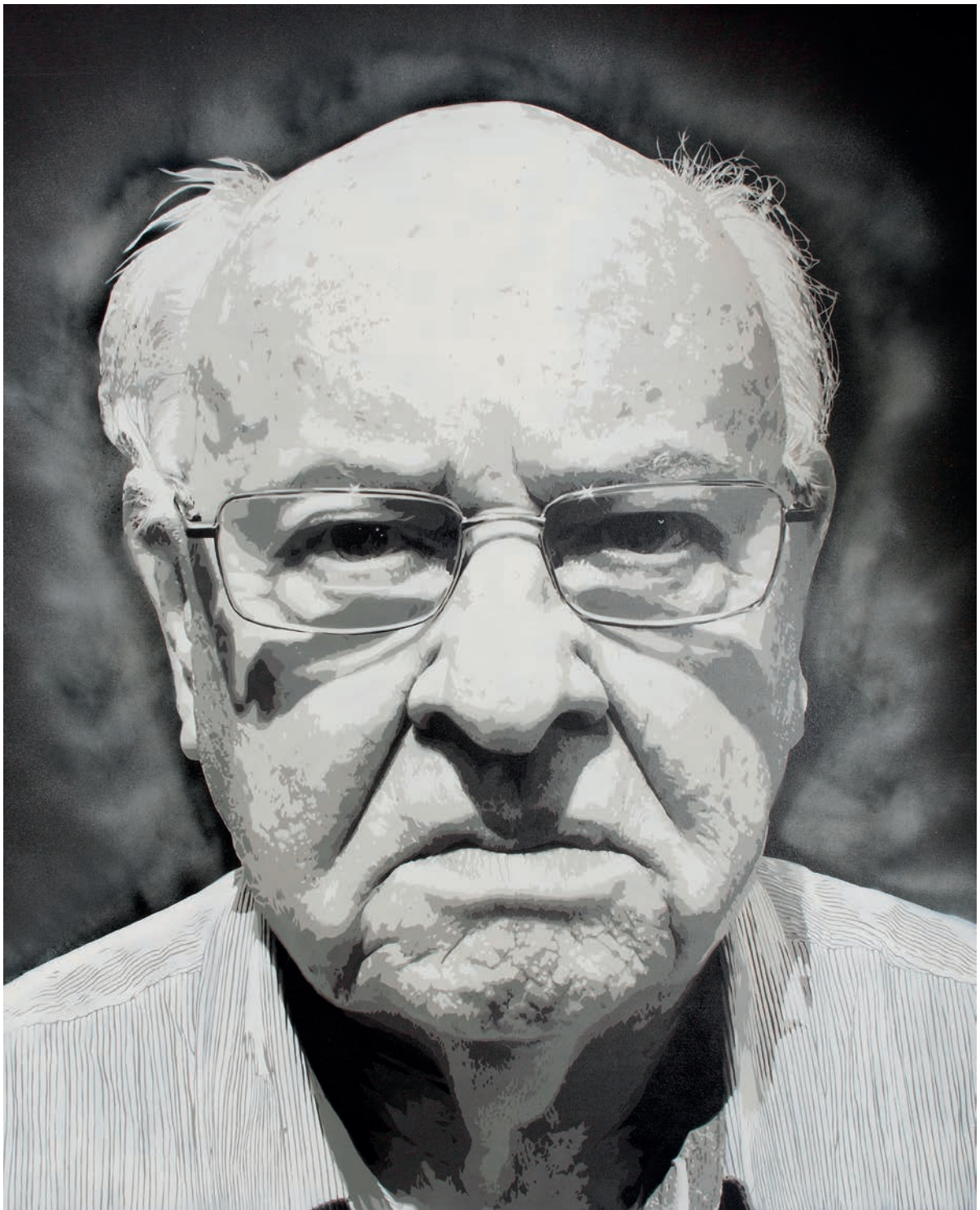
PROVENANCE

Collection of the artist, Melbourne

EXHIBITED

Archibald Prize 2012, Art Gallery of New South Wales, Sydney, 31 March - 3 June 2012; then touring to TarraWarra Museum of Art, Healesville, 10 June - 8 July 2012; Newcastle Art Gallery, Newcastle, 14 July - 26 August 2012; Cowra Regional Art Gallery, Cowra, 1 September - 14 October 2012; Western Plains Cultural Centre, Dubbo, 20 October - 2 December 2012; Grafton Regional Gallery, Grafton, 7 December 2012 - 20 January 2013; Hawkesbury Regional Gallery, Windsor, 25 January - 10 March 2013; New England Regional Gallery, Armidale, 15 March 2013 - 28 April 2013

The artist will donate a proportion of the hammer price to the Father Bob Maguire Foundation.



33

Trevor Nickolls (1949-2012)

Family in Blue Holden, 1998
synthetic polymer paint on linen
121.5 x 152.5cm (47 13/16 x 60 1/16in).

\$15,000 - 25,000

PROVENANCE

Flinders Lane Gallery, Melbourne
Private collection, Alice Springs

EXHIBITED

Other side art: Trevor Nickolls, a survey of paintings and drawings
1972 - 2007, Ian Potter Museum of Art, The University of Melbourne,
Melbourne, 13 May - 2 August 2009; Araluen Centre for Arts and
Entertainment, Alice Springs, Northern 13 November 2009 - 30 January
2010; Benalla Art Gallery, Benalla, 11 February - 1 April 2010; ANU Drill
Hall Gallery, Canberra, 15 April 2010 - 23 May 2010; Latrobe Regional
Gallery, Morwell, 24 July 2010 - 19 September 2010; Anne & Gordon
Samstag Museum of Art University of South Australia, Adelaide,
22 October 2010 -17 December 2010; Woollongong City Art Gallery,
Woollongong, 6 February - 10 April 2011

In *Family in Blue Holden*, 1998 Trevor Nickolls sets up the scene utilising a multitude of formal elements developed early in his career. The comic book influences of his youth and the stage-like, exaggerated scenarios inspired by his time as an attendant at Her Majesty's Theatre in Adelaide as a teenager and university student result in a flattened picture plane which is still dense with narrative. The crowded factories and city buildings in the background recall his *Machinetime* imagery of the 1970s and early 1980s, where these motifs dominated as do the miniature scenes of city nightlife in the foreground.

Executed in 1998, the date of this work marks the fifty year anniversary of production of the FJ Holden – the central motif of this work and also Nickoll's first car. Indeed this work shows not only the love affair of a young man with his first car but also one of the central friendships of Nickolls life. Depicted in the backseat, side by side on a pleasure cruise is none other than the artist himself and his great friend, Rover Thomas. Thomas had been Nickolls' co-exhibitor in the 1990 Venice Biennale and the experience was to be transformative. The Kimberley artist was to become a recurring subject in Nicholls work and in 1998, following Rover Thomas' death, the artist painted *Roving Free* (lot 85 in this sale) which shows Thomas' journey through the milky way following his passing.

In the driver's seat and front bench are three figures including Wanda, a tongue-in-cheek reference to the Wanjinias of the Kimberley.

This quintessential example of Nickoll's work highlights his importance as a unique and influential artist in the development of the 'urban' Aboriginal art movement. It is simultaneously self-reflective, documenting the artist's journey in the Australian art world as an Indigenous man as well as exploring, on a broader level, Australia's Indigenous and Western culture as a whole from a historical and political perspective.



34

Anatjari Tjampitjinpa (circa 1927-1999)

Untitled (Designs associated with Tingari ceremonies at Ngaminya), 1984
bears Papunya Tula Artists catalogue number AT840816 verso (obscured)
synthetic polymer paint on linen

106.5 x 181.0cm (41 15/16 x 71 1/4in).

\$20,000 - 30,000

PROVENANCE

Papunya Tula Artists, Alice Springs

Private collection, Sydney

This painting is sold with an accompanying Papunya Tula Artists certificate which reads: 'This painting depicts the designs associated with the secret-sacred Tingari ceremonies at the site of Ngaminya in the close vicinity of the Kiwikurra Community in Western Australia.

The line through the centre of the work shows a creek bed. The roundels on either side represent the hills and rockholes in the surrounding country.

It was at these rockhole sites that the Tingari Men made camp during their journeying. These men travelled over vast areas of the desert regions instructing the post-initiatory youths in the higher education undergone by Aboriginal men of the region.'





35
A Club, Victoria
 carved and engraved hardwood
Length: 66.0cm
\$5,000 - 8,000

PROVENANCE
 Audap & Mirabaud, Paris, France
 Private collection, New South Wales



36
A Club, Victoria
 carved and engraved hardwood
Length: 63.0cm
\$5,000 - 8,000

PROVENANCE
 Wilkinson's, *Period Oak, Country Furniture, Carvings, Paintings and Effects*, South Yorkshire, United Kingdom, 27 November 2011, lot 404
 Private collection, New South Wales



37
A Club, South Eastern Australia
 carved and engraved hardwood
Height: 66.0cm
\$1,800 - 2,500

PROVENANCE
 Lord McAlpine of West Green, United Kingdom
 Private collection, Melbourne



38
A Shield, La Grange Bay, Western Australia
 carved and engraved hardwood
Length: 73.0cm
\$1,500 - 2,500

PROVENANCE
 Private collection, South Australia
 Private collection, New South Wales



39
A Narrow Shield, Murray and Murumbidgee River Region, New South Wales
 carved and engraved hardwood
Length: 62.5cm
\$12,000 - 18,000

PROVENANCE
 W&H Peacock, *Robert Room & Books*, Bedford, United Kingdom
 Private collection, New South Wales



40
A Rare Spearthrower, Victoria
 carved and engraved hardwood
Length: 73.0cm
\$4,000 - 6,000

PROVENANCE
 Private collection, Tucson, United States of America
 Private collection, New South Wales



41
A Rare Spearthrower, Lower Murray River, South Australia
 spinifex resin and bone on carved and engraved hardwood
Length: 56.0cm
\$3,000 - 5,000

PROVENANCE
 Tajan, Paris
 Private collection, New South Wales



42

Emily Kam Kngawarray (Emily Kame Kngwarreye)(circa 1916-1996)

Untitled, 1993

bears artist's name and Delmore Gallery catalogue number 93DO53 verso

synthetic polymer paint on canvas

150.0 x 90.0cm (59 1/16 x 35 7/16in).

\$30,000 - 50,000

PROVENANCE

Commissioned by Donald and Janet Holt, Northern Territory

Chapman Gallery, Canberra

Private collection, Canberra

43

Paddy Bedford (circa 1922-2007)

Untitled, 2004

bears Jirrawun Arts catalogue number PB CB 6 2004.27

(partially obscured) on the reverse

natural earth pigments and acrylic binder on composition board

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

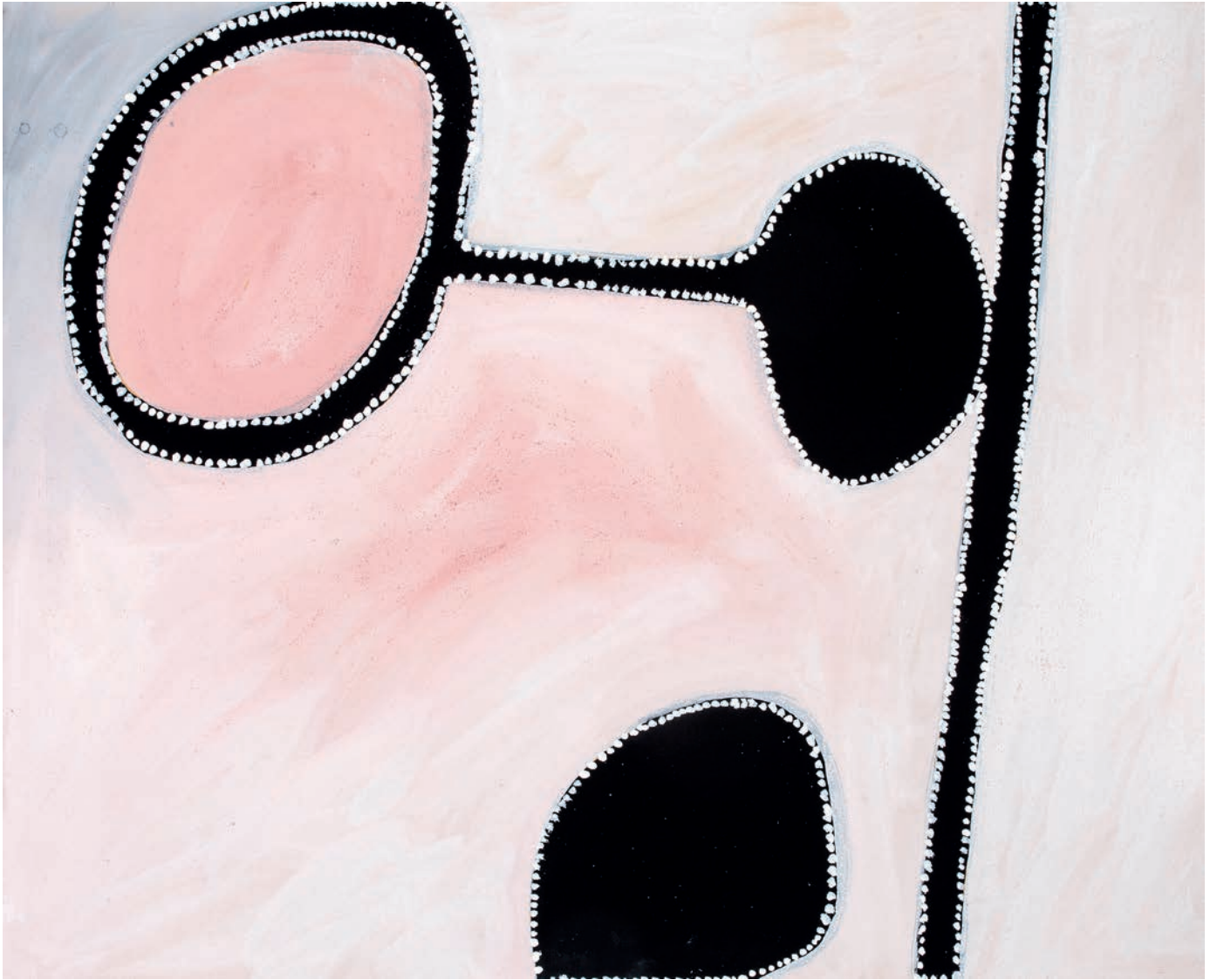
\$40,000 - 60,000

PROVENANCE

Jirrawun Arts, Western Australia

Raft Artspace, Alice Springs

Private collection, Alice Springs



44

Ben Quilty (born 1973)

Red XB II, 2006

signed, dated, titled and inscribed with medium verso

oil and aerosol on canvas

150.0 x 160.0cm (59 1/16 x 63in).

\$30,000 - 50,000

PROVENANCE

The Verghis Collection, London, acquired directly from the artist



45

Adam Cullen (born 1965)

Templar Birth, The Devil is Tired in War, 2007

acrylic and ink on canvas

151.0 x 196.0cm (59 7/16 x 77 3/16in).

\$15,000 - 20,000

PROVENANCE

Greenaway Art Gallery, Adelaide

The Verghis Collection, London

EXHIBITED

Stupid Heaven, Greenaway Art Gallery, Adelaide, 4-29 July 2007

Adam Cullen: Let's Get Lost, Art Gallery of New South Wales,

13 June - 27 July 2008

LITERATURE

Wayne Tunnicliffe, *Adam Cullen: Let's Get Lost*, Art Gallery of

New South Wales, Sydney, 2008, (illus. front cover)



46

Petrina Hicks (born 1972)

Lauren (eyes closed), 2003

lightjet print, edition 6 of 8

152.0 x 127.0cm (59 13/16 x 50in).

\$5,000 - 8,000

PROVENANCE

Stills Gallery, Sydney (label attached verso)

The Verghis Collection, London

EXHIBITED

Light Sensitive, Ian Potter Centre, National Gallery of Victoria, Melbourne, 7 September 2006

- 18 February 2007 (another example)

Timelines, National Gallery of Victoria International, Melbourne, 7 May - 3 October 2010 (another example)

Light Sensitive Material: Works from the Verghis Collection, a Bathurst Regional Gallery touring exhibition; Lismore Regional Gallery, Lismore, 4 February - 18 March 2012; Moree Plains Gallery, Moree, 26 March - 6 May 2012; Goulburn Regional Art Gallery, Goulburn, 24 May - 1 July 2012; Hawkesbury Regional Gallery, Hawkesbury, 13 July - 26 August 2012; The Glasshouse Regional Gallery, Port Macquarie, 6 December 2012 - 20 January 2013; Tamworth Regional Gallery, Tamworth, 1 February - 10 March 2013; Grafton Regional Gallery, Grafton, 27 March - 12 May 2013, Shoalhaven City Arts Centre, Nowra, 27 May - 14 July 2013

RELATED WORK

Another example from this edition is held in the collection of the National Gallery of Victoria, Melbourne and the Murdoch University Art Collection, Perth

In his review of the 2010 National Gallery of Victoria exhibition, *Timelines*, Christopher Allen noted, 'the centre of the exhibition is occupied by a work about the denial of time. The scale of Petrina Hicks's enormous head of *Lauren (Eyes Closed)* is for once justified to some extent by its purpose, which is not to be the portrait of an individual but the image of an illusion. It is the preternaturally pale and creamy head and shoulders of a very young girl with almost colourless hair and eyelashes and pale pink lips. She seems prepubescent and thus as asexual as an alien or a waxworks figure, but that may be simply the result of manipulation and airbrushing.

Hicks's photograph touches on one of the deep neuroses of our time. It is reasonable to look after oneself and preserve soundness of body for as long as we can, before we have to resign ourselves to bearing age and death with dignity. But today it is as though narcissism has expanded to fill the space left by the ebbing of religion. Some people go to gyms the way others once went to church; cosmetic surgery has become big business. Old women would rather look embalmed than aged; young women have breast implants as conspicuous as bald men's toupees. Strangest and most disquieting, though, is the development represented in Hicks's photograph; not content to hold back the advance of age, we seem intent on forestalling even the signs of sexual maturation. Hence no doubt the tendency to use very young models in the world of fashion, and recent outbursts by designers who have declared the mature female body repellent.

Of course this sort of thing affects young women through advertising and the mass media; and the combination of breast implants with the fad for complete epilation represents the paradoxical fantasy of a body that is at once hypersexual and childish. This fantasy is not new but it has acquired a far greater power and fascination in the age of digital photography and the possibility of living a parallel life with an enhanced or different persona in an online world.

The trouble with the dream image Hicks alludes to is that it is bland, and advertising is always trying to seize our attention with something exciting, provocative and unexpected. We can see how these habits of mind have infected the world of art, which should be about things deeper and more enduring.'



47

Michael Riley (1960-2004)

Untitled (split wing), from the series 'Cloud', 2000
chromogenic pigment print, edition 4 of 5
106.0 x 150.0cm (41 3/4 x 59 1/16in).

\$7,000 - 10,000

PROVENANCE

Stills Gallery, Sydney (label attached verso)
The Verghis Collection, London

EXHIBITED

Michael Riley: Sights Unseen, National Gallery of Australia, Canberra, 14 July - 22 October 2006
(another example)

Light Sensitive Material: Works from the Verghis Collection, a Bathurst Regional Gallery touring exhibition; Lismore Regional Gallery, Lismore, 4 February - 18 March 2012; Moree Plains Gallery, Moree, 26 March - 6 May 2012; Goulburn Regional Art Gallery, Goulburn, 24 May - 1 July 2012; Hawkesbury Regional Gallery, Hawkesbury, 13 July - 26 August 2012; The Glasshouse Regional Gallery, Port Macquarie, 6 December 2012 - 20 January 2013; Tamworth Regional Gallery, Tamworth, 1 February - 10 March 2013; Grafton Regional Gallery, Grafton, 27 March - 12 May 2013, Shoalhaven City Arts Centre, Nowra, 27 May - 14 July 2013

RELATED WORK

Other examples from this edition are held in the collections of the National Gallery of Australia, Canberra, and the Art Gallery of New South Wales, Sydney

A site specific installation of this work was commissioned for the collection of the Musée du quai Branly, Paris



48

Jonathan Jones (born 1978)

White Poles, 2003

fluorescent tubes and fittings

dimensions variable

\$8,000 - 12,000

PROVENANCE

Gallery Barry Keldoulis, Sydney

The Verghis Collection, London

EXHIBITED

Light Sensitive Material: Works from the Verghis Collection, a Bathurst Regional Gallery touring exhibition; Lismore Regional Gallery, Lismore,

4 February - 18 March 2012; Moree Plains Gallery, Moree, 26 March -

6 May 2012; Goulburn Regional Art Gallery, Goulburn, 24 May - 1 July 2012; Hawkesbury Regional

Gallery, Hawkesbury, 13 July - 26 August 2012; The Glasshouse Regional Gallery, Port Macquarie, 6

December 2012 - 20 January 2013; Tamworth Regional Gallery, Tamworth, 1 February - 10 March

2013; Grafton Regional Gallery, Grafton, 27 March - 12 May 2013, Shoalhaven City Arts Centre,

Nowra, 27 May - 14 July 2013

In 2003, Gallery Barry Keldoulis held the exhibition *Jonathan Jones* from which this work was acquired. In the essay which accompanied the exhibition, Hetti Perkins noted: 'The incandescent sculptures and sewn images by Sydney-based Kamilaroi/Wiradjuri artist Jonathan Jones weave together the many strands of contemporary Australian experience. At first sight they exist as coolly minimal forms, transformations of the everyday materials of cotton thread and electrical paraphernalia into installations of compelling beauty. Yet, like the seductive landscapes of Western Desert artists that celebrate the travels of the Tingari ancestors, Jones's lightmaps chart the journeys and indicia of connections that characterise our present day social networks.'

By night, Sydney is a city of lights, mirrored in the blackness of the harbour it surrounds. This setting was the scene for one of the most enduringly evocative accounts from the days of the First Fleet when early colonists observed from the shores of Port Jackson the Cadigal people night fishing, and the constellation of iridescent lights cast in the still dark water by the fires in their canoes. For the 2003 Primavera exhibition at the Museum of Contemporary Art - appropriately located on Circular Quay - Jones constructed a vast landscape of suspended light globes representing the north headland of Bondi Beach. In graphing the lights that mark the nocturnal contours of human habitation, Jones reversed the role of the observer by creating a light panorama of present day occupation.

Concepts of light and dark, like black and white, are riven with prejudice and compromised by shadow. Jones creates a conceptual framework to 'express the symbiotic relationship of community and the individual'. And, although the resonance of light suggests the living human presence, that when united beams more brightly, so too the works serve as a memento mori to those whose past lives continue to light our way.

Jones's intervention in the mechanical processes of electricity and manufacturing infuse his systems of representation with an organic energy. Through repetition, Jones's patterns release a kinetic force analogous with the cumulative glow of clustered light bulbs. In Aboriginal ceremonial life, where participation is structured according to the position of the individual within the community, cultural affirmation is conducted and achieved through reiteration. From within these nuclei of society – like the collective brilliance of overlapping light sources – emanates a radiance that illuminates the darkness that surrounds us.'





49

Joan Ross (born 1961)

Colonial Bounty, 2005

Kangaroo fur, bag handle

\$1,500 - 2,500

PROVENANCE

Gallery Barry Keldoulis, Sydney

The Verghis Collection, London

EXHIBITED

Joan Ross: Fur Instance, Tin Sheds Gallery, University of Sydney, Sydney, 28 April - 20 May 2006

The Knitted Brow, Gallery Barry Keldoulis, Sydney, 28 February - 31 March 2007



50

Hossein Valamanesh (born 1949)

Nesting, 2005

signed, dated, titled and numbered verso

digital print on watercolour paper, edition 4 of 5
 110.0 x 131.0cm (43 5/16 x 51 9/16in).

\$4,000 - 6,000

PROVENANCE

Sherman Galleries, Sydney (stamped verso)

The Verghis Collection, London

EXHIBITED

Australian Photographic Portrait Prize 2006, Art Gallery of New South Wales, Sydney, 25 March - 28 May 2006 (another example)

Light Sensitive Material: Works from the Verghis Collection, a Bathurst Regional Gallery touring exhibition; Lismore Regional Gallery, Lismore, 4 February - 18 March 2012; Moree Plains Gallery, Moree, 26 March - 6 May 2012; Goulburn Regional Art Gallery, Goulburn, 24 May - 1 July 2012; Hawkesbury Regional Gallery, Hawkesbury, 13 July - 26 August 2012; The Glasshouse Regional Gallery, Port Macquarie, 6 December 2012 - 20 January 2013; Tamworth Regional Gallery, Tamworth, 1 February - 10 March 2013; Grafton Regional Gallery, Grafton, 27 March - 12 May 2013, Shoalhaven City Arts Centre, Nowra, 27 May - 14 July 2013

LITERATURE

Mary Knights and Ian North, *Hossein Valamanesh: Out of Nothingness*, Wakefield Press, South Australia, 2011, p. 5 (illus. another example)



51

Vanila Netto (born 1963)

Little Red Rugged Rocking Roof, 2004
signed, titled, dated and numbered verso
type c digital print, edition 1 of 5
72.0 x 99.0cm (28 3/8 x 39in).

\$1,500 - 2,500

PROVENANCE

Sherman Galleries, Sydney (stamped verso)
The Verghis Collection, London

EXHIBITED

Light Sensitive Material: Works from the Verghis Collection, a Bathurst Regional Gallery touring exhibition; Lismore Regional Gallery, Lismore, 4 February - 18 March 2012; Moree Plains Gallery, Moree, 26 March - 6 May 2012; Goulburn Regional Art Gallery, Goulburn, 24 May - 1 July 2012; Hawkesbury Regional Gallery, Hawkesbury, 13 July - 26 August 2012; The Glasshouse Regional Gallery, Port Macquarie, 6 December 2012 - 20 January 2013; Tamworth Regional Gallery, Tamworth, 1 February - 10 March 2013; Grafton Regional Gallery, Grafton, 27 March - 12 May 2013, Shoalhaven City Arts Centre, Nowra, 27 May - 14 July 2013



52

Vanila Netto (born 1963)

Mini-Flex Super-Comfort, 2003-04
titled, dated, signed and numbered verso
type c digital print, edition 1 of 5
74.5 x 93.0cm (29 5/16 x 36 5/8in).

\$1,500 - 2,500

PROVENANCE

Sherman Galleries, Sydney
The Verghis Collection, London

EXHIBITED

Light Sensitive Material: Works from the Verghis Collection, a Bathurst Regional Gallery touring exhibition; Lismore Regional Gallery, Lismore, 4 February - 18 March 2012; Moree Plains Gallery, Moree, 26 March - 6 May 2012; Goulburn Regional Art Gallery, Goulburn, 24 May - 1 July 2012; Hawkesbury Regional Gallery, Hawkesbury, 13 July - 26 August 2012; The Glasshouse Regional Gallery, Port Macquarie, 6 December 2012 - 20 January 2013; Tamworth Regional Gallery, Tamworth, 1 February - 10 March 2013; Grafton Regional Gallery, Grafton, 27 March - 12 May 2013, Shoalhaven City Arts Centre, Nowra, 27 May - 14 July 2013



53

Julie Rrap (born 1950)

Camouflage #4 (Eiko), 2000

type c photograph, edition 5 of 9

125.0 x 125.0cm (49 3/16 x 49 3/16in).

\$3,500 - 5,500

PROVENANCE

Roslyn Oxley9 Gallery, Sydney

The Verghis Collection, London

EXHIBITED

A_R_MOUR, Roslyn Oxley9 Gallery, Sydney, 1-25 November 2000

(another example)

Julie Rrap: Body Double, Museum of Contemporary Art, Sydney,

30 August 2007 - 28 January 2008 (another example)

Light Sensitive Material: Works from the Verghis Collection, a Bathurst

Regional Gallery touring exhibition; Lismore Regional Gallery, Lismore,

4 February - 18 March 2012; Moree Plains Gallery, Moree, 26 March -

6 May 2012; Goulburn Regional Art Gallery, Goulburn, 24 May - 1 July

2012; Hawkesbury Regional Gallery, Hawkesbury, 13 July - 26 August

2012; The Glasshouse Regional Gallery, Port Macquarie, 6 December 2012

- 20 January 2013; Tamworth Regional Gallery, Tamworth, 1 February -

10 March 2013; Grafton Regional Gallery, Grafton, 27 March - 12 May

2013, Shoalhaven City Arts Centre, Nowra, 27 May - 14 July 2013



54

Newell Harry

Beginnings and Endings / Endings and Beginnings, 2008

neon, edition 2 of 5

10.0 x 330.0cm (3 15/16 x 129 15/16in).

\$4,000 - 6,000

PROVENANCE

Roslyn Oxley9 Gallery, Sydney

The Verghis Collection, London

EXHIBITED

Fish or Cut Bait?, Roslyn Oxley9 Gallery, Sydney, 21 August - 13 September 2008 (another example)

Light Sensitive Material: Works from the Verghis Collection, a Bathurst Regional Gallery touring exhibition; Lismore Regional Gallery, Lismore, 4 February - 18 March 2012; Moree Plains Gallery, Moree, 26 March - 6 May 2012; Goulburn Regional Art Gallery, Goulburn, 24 May - 1 July 2012; Hawkesbury Regional Gallery, Hawkesbury, 13 July - 26 August 2012; The Glasshouse Regional Gallery, Port Macquarie, 6 December 2012 - 20 January 2013; Tamworth Regional Gallery, Tamworth, 1 February - 10 March 2013; Grafton Regional Gallery, Grafton, 27 March - 12 May 2013, Shoalhaven City Arts Centre, Nowra, 27 May - 14 July 2013

55

Louis Pratt (born 1972)

The Ambassador's Skull, 2003

high impact polystyrene

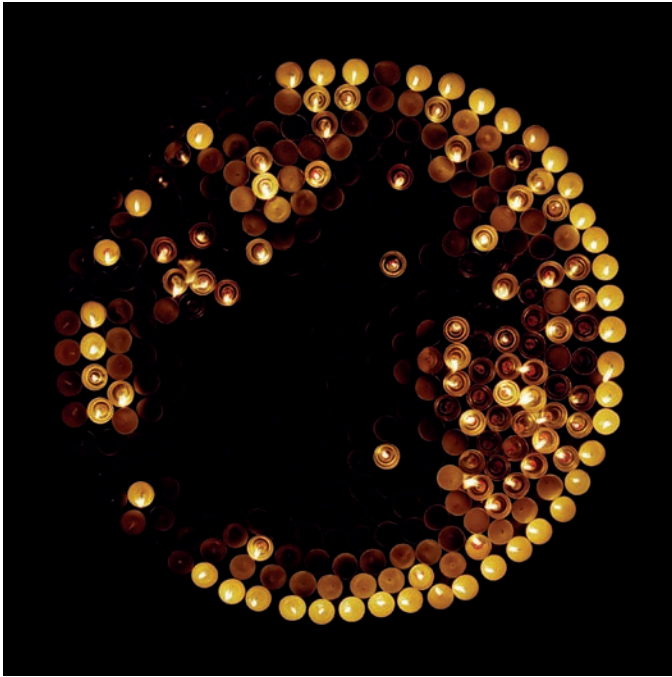
22.0 x 34.0 x 67.0cm (8 11/16 x 13 3/8 x 26 3/8in).

\$2,000 - 3,000

PROVENANCE

The Verghis Collection, London, acquired directly from the artist





56

Shoufay Derz

Radii Heart (340/360), 2004

signed 'Shoufay Derz' verso

chromogenic pigment print, edition 1 of 5

80.0 x 80.0cm (31 1/2 x 31 1/2in).

\$1,500 - 2,500

PROVENANCE

The Verghis Collection, London, acquired directly from the artist

EXHIBITED

Light Sensitive Material: Works from the Verghis Collection, a Bathurst Regional Gallery touring exhibition; Lismore Regional Gallery, Lismore, 4 February - 18 March 2012; Moree Plains Gallery, Moree, 26 March - 6 May 2012; Goulburn Regional Art Gallery, Goulburn, 24 May - 1 July 2012; Hawkesbury Regional Gallery, Hawkesbury, 13 July - 26 August 2012; The Glasshouse Regional Gallery, Port Macquarie, 6 December 2012 - 20 January 2013; Tamworth Regional Gallery, Tamworth, 1 February - 10 March 2013; Grafton Regional Gallery, Grafton, 27 March - 12 May 2013; Shoalhaven City Arts Centre, Nowra, 27 May - 14 July 2013



57

Shaun Gladwell (born 1972)

Self-Portrait Spinning (Invalides) and (Bastille), 2002

each signed, dated, titled and numbered verso

digital print, edition 1 of 5 and 5 of 5

25.0 x 39.0cm (9 13/16 x 15 3/8in).

\$2,000 - 4,000

PROVENANCE

Sherman Galleries, Sydney

The Verghis Collection, London

EXHIBITED

Light Sensitive Material: Works from the Verghis Collection, a Bathurst Regional Gallery touring exhibition; Lismore Regional Gallery, Lismore, 4 February - 18 March 2012; Moree Plains Gallery, Moree, 26 March - 6 May 2012; Goulburn Regional Art Gallery, Goulburn, 24 May - 1 July 2012; Hawkesbury Regional Gallery, Hawkesbury, 13 July - 26 August 2012; The Glasshouse Regional Gallery, Port Macquarie, 6 December 2012 - 20 January 2013; Tamworth Regional Gallery, Tamworth, 1 February - 10 March 2013; Grafton Regional Gallery, Grafton, 27 March - 12 May 2013; Shoalhaven City Arts Centre, Nowra, 27 May - 14 July 2013



58

Clifford Possum Tjapaltjarri (circa 1930-2002)

Arinkarakaraka, 1983

bears Papunya Tula catalogue number CP830207 verso

synthetic polymer paint on canvas

100.5 x 80.5cm (39 9/16 x 31 11/16in).

\$7,000 - 10,000

PROVENANCE

Painted at Papunya, Northern Territory in 1983

Papunya Tula Artists, Alice Springs, Northern Territory

Private collection

Sotheby's, *Contemporary and Aboriginal Art*, Melbourne, 18 June 1995, lot 350

Private collection

Sotheby's, *Aboriginal Art*, Melbourne, 26 June 2000, lot 305

Private collection, United States of America

This painting is sold with an accompanying Papunya Tula Artists certificate



59

Billy Stockman Tjapaltjarri (born circa 1927)

Water Dreaming With Rainbows and Rain, 1972

synthetic polymer powder paint on composition board

86.5 x 53.0cm (34 1/16 x 20 7/8in).

\$15,000 - 20,000

PROVENANCE

Acquired directly from the artist at Papunya in 1973

Private collection, Victoria

Lawson~Menzies, Aboriginal Fine Art, Sydney, 23 May 2007, lot 90

Private collection, Melbourne

LITERATURE

Geoffrey Bardon, and James Bardon, *Papunya, A Place Made After the Story: The Beginnings of the Western Desert Painting Movement*, Melbourne: The Miegunyah Press, 2004, painting 99, p.193

According to Geoffrey Bardon's diagram reproduced in *Papunya, A Place Made After the Story: The Beginnings of the Western Desert Painting Movement*, a Water Dreaming story is represented by running water, waterholes, rainbows and rain; the dotting represents the rain and the earth, and spears and boomerangs are also indicated.



60

Charlie Tarawa Tjungurrayi (circa 1920-1999)

Emu Ancestor Story, 1973

bears artist's name and date verso

synthetic polymer paint on composition board

60.5 x 40.5cm (23 13/16 x 15 15/16in).

\$15,000 - 20,000

PROVENANCE

Painted at Kanklie Bore, Northern Territory in 1973

Acquired by a Nursing Sister at Papunya, Northern Territory in 1973

Sotheby's, *Fine Aboriginal and Contemporary Art*, Melbourne,

17 June 1996, lot 234

Private collection, Alice Springs



61

Rover Thomas (circa 1926-1998)

Salt Lake at Punmu, 1995

bears artist, title, date, dimensions and William Mora Galleries stamp on
stretcher and Waringarri Aboriginal Arts catalogue number AP0701 verso
natural earth pigments and synthetic binder on linen

100.0 x 140.0cm (39 3/8 x 55 1/8in).

\$30,000 - 50,000

PROVENANCE

Waringarri Aboriginal Arts, Kununurra, Western Australia

William Mora Galleries, Melbourne

Private collection, Alice Springs



62

A Ceremonial Club, Tiwi Islands

natural earth pigments on carved hardwood

Length: 50.5cm

\$1,000 - 1,500

PROVENANCE

Michael Hamson Oceanic Art, United States

Primitive Gangl, Austria

Private collection, New South Wales



63

Five Ceremonial Spears, Speartips, North East Arnhem Land/Groote Eylandt

natural earth pigments on carved hardwood

Length: 52.5cm, 53.5cm, 69.5cm, 66cm, 49cm

\$3,000 - 5,000

PROVENANCE

(far left and far right)

Michael Graham Stewart, London

The Leicester Galleries, London

Private collection, New South Wales

(central three)

Collected by Mr Grey, 1945

Collection of Mr F. Rose

Christie's, *Art Africain et Art Océanien*, 15 June 2010, Paris, part lot 134

(5)



64
Four Ceremonial Spears, Tiwi Islands
 natural earth pigments on carved hardwood
Lengths: 239cm, 201cm, 172cm, 121cm
\$3,000 - 5,000

PROVENANCE
 (left to right)
 Private collection, South Australia
 Sotheby's, *Important Aboriginal Art*, 7 June 2011, lot 63
 Private collection, New South Wales

Private collection, Queensland
 Menzies Art Brands, *Aboriginal Art*, 14 November 2007, Sydney, Lot 168
 Primitive Gangl, Austria
 Private collection, New South Wales

(4)



65
Six Ceremonial Spears, Tiwi Islands
 natural earth pigments on carved hardwood
Lengths: shortest 280cm - longest 340cm
\$3,000 - 5,000

PROVENANCE
 Skinner, Boston, 2009
 Private collection, New South Wales

(6)



66
Four Boomerangs, South East Queensland
 carved and engraved hardwood
Length: 66.5cm, 66.0cm, 62.0cm, 62.0cm
\$3,000 - 5,000

PROVENANCE
 Michael Graham Stewart, London
 The Leicester Galleries, London
 Private collection, New South Wales

(4)



67
Three Boomerangs, Darling River Region, New South Wales
 carved hardwood
Lengths: 88.0cm, 70.0cm, 70.0cm
\$4,000 - 6,000

PROVENANCE
 (from left to right)
 Wilkinson's, South Yorkshire, United Kingdom
 Private collection, New South Wales

Audap & Mirabaud, Paris (France)
 Private collection, New South Wales

Maillams, Oxford, United Kingdom
 Private collection, New South Wales

(3)



68
Five Pineapple-Headed Clubs, South East Queensland
 carved and engraved hardwood
Lengths: 65.5cm, 71.0cm, 68.0cm, 74.0cm, 68.0cm
\$6,000 - 8,000

PROVENANCE
 (from left to right)
 Private collection, Devon, United Kingdom
 Private collection, New South Wales

Brightwells Antiques & Fine Art, United Kingdom
 Private collection, New South Wales

Michael Graham Stewart, London
 The Leicester Galleries, London
 Private collection, New South Wales

Private collection, Leicestershire, United Kingdom
 Private collection, New South Wales

Private collection, New South Wales

(5)

69
Eight Throwing Sticks, Queensland
 carved and engraved hardwood
Lengths: 62.0cm - 73.5cm
\$2,000 - 3,000

PROVENANCE
 Edward Art Inc, Dallas, United States of America
 Private collection, New South Wales

(8)





70
A Group of Five Artefacts, Western Australia
 carved and engraved hardwood
Lengths: 66.5cm, 73.5cm, 55.0cm, 57.5cm, 51.0cm
\$2,500 - 3,500

PROVENANCE
 Michael Graham Stewart, London
 The Leicester Galleries, London
 Private collection, New South Wales

(5)



71
A Pair of Spearguns, Western Australia
 spinifex resin and kangaroo sinew on carved and
 engraved hardwood
Lengths: 69.0cm, 66.0cm
\$2,000 - 3,000

PROVENANCE
 Private collection, New Zealand
 Dunbar Sloane, New Zealand
 Private collection, New South Wales

(2)



72

Mick Kubarkku (born circa 1925)

Untitled [Lightning Spirit (Namarrkon)]
natural earth pigments and synthetic binders on paper
151.5 x 101.5cm (59 5/8 x 39 15/16in).

\$7,000 - 10,000

PROVENANCE

Painted in the Maningrida region, Central Arnhem Land
Aboriginal Dreamtime Gallery, Alice Springs
Private collection, Alice Springs



73

Mick Kubarkku (born circa 1925)

Untitled (Mimih Spirits and Rainbow Serpent)
natural earth pigments and synthetic binders on paper
151.5 x 101.5cm (59 5/8 x 39 15/16in).

\$7,000 - 10,000

PROVENANCE

Painted in the Maningrida region, Central Arnhem Land
Aboriginal Dreamtime Gallery, Alice Springs
Private collection, Alice Springs



74

Makinti Napanangka (circa 1930-2011)

Untitled (Designs associated with the rockhole site of Lupulnga), 2007
bears artist's name, dimensions and Papunya Tula Artists catalogue
number MN0710233 on the reverse
synthetic polymer paint on linen

91.0 x 107.0cm (35 13/16 x 42 1/8in).

\$6,000 - 8,000

PROVENANCE

Painted at Kintore, Northern Territory

Papunya Tula Artists, Alice Springs

Private collection, Alice Springs

This painting is sold with accompanying Papunya Tula Artists documentation that reads: 'This painting depicts designs associated with the site of Lupulnga, a rockhole situated south of the Kintore Community. The Pee wee (small bird) Dreaming is associated with this site, as well as the Kungka Kutjarra or Two Travelling Women Dreaming.

During mythological times a group of ancestral women visited this site holding ceremonies associated with the area, before continuing their travels north to Kaakuratintja (Lake MacDonald) and later the Kintore area.

The line in the painting represent spun hair-string which is used in the making of nyimparra (hair-belts), which are worn by both men and women during ceremonies.'



© Legend Press, Sydney

75

Albert Namatjira (circa 1902-1959)

Gosse Ranges, Central Australia, 1939
signed 'ALBERT NAMATJIRA' lower right
watercolour and pencil on paper on card
25.0 x 35.0cm (9 13/16 x 13 3/4in).

\$7,000 - 10,000

PROVENANCE

Possibly Royal South Australian Society of Arts, Adelaide
Private collection
Spectrum Art Enterprises, Turrumurra, 16 February 1981, lot 83
Private collection, New South Wales

76

S.T. Gill (1818-1880)

Government Camp from across the Creek, Creswick, 1855

initialled 'S.T.G.' lower left

oil on board

15.0 x 23.5cm (5 7/8 x 9 1/4in).

\$8,000 - 12,000

PROVENANCE

Australian Paintings, Leonard Joel, Melbourne, 20 April 1972, lot 310

Private collection

Australian Paintings, Christie's, Sydney, 06 October 1976, lot 38

Private collection, Sydney

RELATED WORK

'Government camp from across the creek, Creswick' 1855, zincograph print, in the collection of the State Library of New South Wales, Sydney



77

Hans Heysen (1877-1968)

Ambleside, 1939

signed 'HANS HEYSEN' lower left; titled and dated 'AMBLESIDE 39'

lower right

watercolour on paper

31.0 x 37.0cm (12 3/16 x 14 9/16in).

\$15,000 - 20,000

PROVENANCE

Private collection, United States of America, acquired c.1942

Thence by descent

Private collection, United States of America



78

Elioth Gruner (1882-1939)

Farmyard Chicken Run, c.1919

signed 'E. Gruner' lower right

oil on canvas on board

33.0 x 42.0cm (13 x 16 9/16in).

\$20,000 - 30,000

PROVENANCE

Holmes à Court Collection, Perth

Adam Galleries, Melbourne

Private collection, Melbourne

Adam Galleries, Melbourne (label attached verso)

The Adam Galleries Sale, Aingers, Melbourne, 1 August 2010, lot 209

Private collection, Sydney

EXHIBITED

The Academy v. Modernism, Adam Galleries, Melbourne, 16 November -
3 December 1994, cat. no. 17

Melbourne and Beyond, Adam Galleries, Melbourne, 13-28 March 2002,
as *Farmyard* (illus. invitation)



79

Hans Heysen (1877-1968)

Still Life, 1930

signed and dated 'HANS HEYSEN 1930' lower left; inscribed 'Hans Heysen / Ambleside / Sth Aus' verso

oil on canvas

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

\$10,000 - 15,000

PROVENANCE

Private collection, Melbourne

Thence by descent

Private collection, Melbourne



80

Danila Vassilieff (1897-1958)

Three Heads, Portugal, 1935

signed 'Vassilieff' lower left; dated '1935' lower right

oil on canvas on board

52.5 x 45.5cm (20 11/16 x 17 15/16in).

\$9,000 - 12,000

PROVENANCE

Nancy Wills, Melbourne

Eva Breuer Art Dealer, Sydney

Private collection, Sydney

Deutscher-Menzies, *Australian & International Paintings, Sculpture and*

Works on Paper, Melbourne, 22 November 1998, lot 312

Private collection, Melbourne

LITERATURE

Felicity St John Moore, *Vassilieff and His Art*, Oxford University Press,

Melbourne, 1982, pp. 25, 141, pl. 17 (illus.)

RELATED WORK

Women of Portugal, 1935, oil on canvas, 56.0 x 44.6cm, in the collection
of the National Gallery of Australia, Canberra



81

Albert Tucker (1914-1999)

Kangaroo, 1964

signed and dated 'Tucker 64' lower left
oil on board

40.5 x 30.0cm (15 15/16 x 11 13/16in).

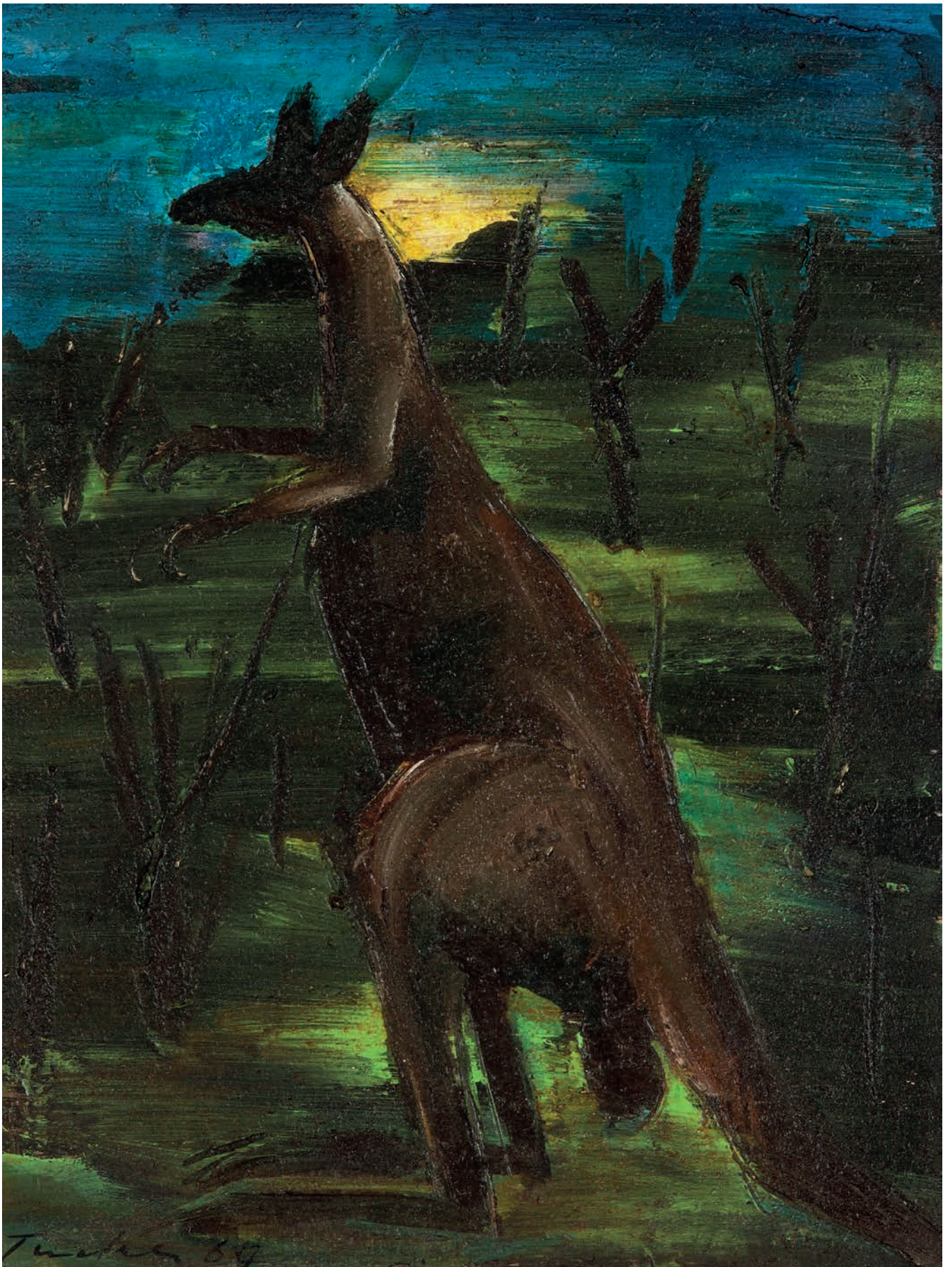
\$8,000 - 12,000

PROVENANCE

Australian Galleries, Melbourne

Private collection

Private collection, United Kingdom



82

Tim Storrier (born 1949)

Burning Landscape, 1997

signed and dated 'Storrier / 1997' lower right

synthetic polymer paint on paper

103.0 x 151.0cm (40 9/16 x 59 7/16in).

\$15,000 - 25,000

PROVENANCE

Private collection, Sydney

Private collection, New York, United States of America





83

John Olsen (born 1928)

Donald Friend and Others Looking at Wildlife, 1974

signed, dated and inscribed 'John Olsen / 1974 / Donald Friend & Others /

looking at wildlife' lower right

watercolour on paper

53.0 x 67.0cm (20 7/8 x 26 3/8in).

\$15,000 - 20,000

PROVENANCE

Private collection, Sydney



84

Bruce Armstrong (born 1957)

Bird

initialled 'BA' at base; titled 'Bird' at base

carved wood and pigments

Height: 65.5cm

\$4,000 - 6,000

PROVENANCE

Private collection, Alice Springs



85

Trevor Nickolls (1949-2012)

Roving Free, 1998

oil and synthetic polymer paint on canvas

45.5 x 101.5cm (17 15/16 x 39 15/16in).

\$7,000 - 10,000

PROVENANCE

Vivien Anderson Gallery, Melbourne

Private collection, Alice Springs

EXHIBITED

Other side art: Trevor Nickolls, a survey of paintings and drawings 1972 - 2007, Ian Potter Museum of Art, The University of Melbourne, Melbourne, 13 May - 2 August 2009; Araluen Centre for Arts and Entertainment, Alice Springs, Northern 13 November 2009 - 30 January 2010; Benalla Art Gallery, Benalla, 11 February - 1 April 2010; ANU Drill Hall Gallery, Canberra, 15 April 2010 - 23 May 2010; Latrobe Regional Gallery, Morwell, 24 July 2010 - 19 September 2010; Anne & Gordon Samstag Museum of Art University of South Australia, Adelaide, 22 October 2010 - 17 December 2010; Woollongong City Art Gallery, Woollongong, 6 February - 10 April 2011



86

Trevor Nickolls (1949-2012)

Untitled, 1991

synthetic polymer paint on linen

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

\$10,000 - 15,000

PROVENANCE

Gould Galleries, Melbourne

Private collection, Alice Springs



87

A Coolamon, Western Desert

natural earth pigments on carved and engraved softwood

Length: 66.0cm

\$1,200 - 1,800

PROVENANCE

Private collection, New South Wales

88

Two Coolamons, South Australia

carved and engraved hardwood; natural earth pigments on carved and engraved hardwood

Length: 54.5cm, 59.0cm

\$2,500 - 4,500

PROVENANCE

(top)

Collected in the early 1920's by noted South Australian anthropologist, Harold Cooper, one of the pioneers in Aboriginal studies who worked alongside Norman Tinsdale

MB Abram Galleries, Los Angeles, United States of America, #153001

Private collection, New South Wales

(bottom)

Edward Art Inc, Dallas, United States

Private collection, New South Wales

(2)



89

Two Coolamons, South Australia

carved and engraved hardwood

Lengths: 43.0cm, 50.5cm

\$2,500 - 4,500

PROVENANCE

(left to right)

Michael Graham Stewart, London

The Leicester Galleries, London

Private collection, New South Wales

MB Abram Galleries, Los Angeles, United States of America #153071

Private collection, New South Wales

(2)



90

Three Hooked Boomerangs, Northern Territory

natural earth pigments on carved and engraved hardwood

Lengths: 68.0cm, 70.5cm, 64.0cm

\$2,500 - 3,500

PROVENANCE

Private collection, South Australia

Private collection, New South Wales

(3)



91

Four boomerangs, Central Australia

natural earth pigments on carved hardwood

Length: 68.5cm, 73.5cm, 76.0cm, 72.0cm

\$400 - 600

PROVENANCE

(second from the right)

Christie's, *Art Africain et Art Océanien*, Paris, 15 June 2010, part lot 135

Private collection, New South Wales

(remaining items)

Michael Graham Stewart, London

The Leicester Galleries, London

Private collection, New South Wales

(4)



92
A Shield, Central Desert
 natural earth pigments on carved and
 engraved softwood
Length: 77.0cm
\$1,500 - 2,500

PROVENANCE
 Collected near Alice Springs, 1950
 Abram Galleries, Los Angeles, United States of
 America
 Private collection, New South Wales



93
A Bardi Shield, Western Australia
 carved and engraved hardwood
Length: 69.0cm
\$1,500 - 2,500

PROVENANCE
 Wilkinson's, South Yorkshire, United Kingdom
 Private collection, New South Wales



94
A Wunda Shield, Western Australia
 natural earth pigments on carved and
 engraved hardwood
Length: 76.0cm
\$1,500 - 2,500

PROVENANCE
 Bonhams, *Pictures, Furniture, Tribal, European &
 Oriental Works of Art*, Oxford, United Kingdom,
 17 November 2010, lot 405
 Private collection, New South Wales



95

A Pair of Bark Buckets, (Karaki) Western Australia

natural earth pigments and plant fibre on eucalyptus bark, bears Emory University Collection number '1986.20.192.' at base
Heights: 29.5cm, 32.0cm

\$800 - 1,200

PROVENANCE

(left to right)
 Private collection, New South Wales

Emory University Atlanta, Georgia, United States of America
 Private collection, New South Wales

(2)



96

A Bark Carrier (Angum), Western Australia

natural earth pigments and plant fibre on eucalyptus bark, bears Emory University Collection number '1986.20.171.' at base
Length: 80.5cm

\$500 - 800

PROVENANCE

Emory University Collection, United States of America
 Private collection, New South Wales

97

Mickey Geranium Warlapinni (circa 1905-1985), and Artist Unknown

Two Pukumani Poles, Bathurst or Melville Islands
Heights: 66.0cm

\$1,500 - 2,500

PROVENANCE

Executed on Bathurst or Melville Island in the 1960s
 Sotheby's, *Aboriginal and Oceanic Art*, Sydney, 25 November 2007, lot 116
 Primitive Gangl, Austria
 Private collection, New South Wales



98

A Club, Victoria

carved and engraved hardwood

Height: 75.0cm

\$800 - 1,200

PROVENANCE

Private collection, Melbourne

99

A Pair of Clubs, Victoria

carved and engraved hardwood

Heights: 60.0cm, 67.0cm

\$500 - 800

PROVENANCE

Private collection, Melbourne

(2)

100

An Early Bowl, North East Queensland

carved and engraved hardwood

Length: 35.0cm

\$4,000 - 6,000

PROVENANCE

Maillams, *The Library Sale*, Oxford, United Kingdom, 21 July 2010, lot 290

Private collection, New South Wales





101
Three Clubs, Victoria
 carved and engraved hardwood
Lengths: 70.0cm, 67.0cm, 74.0cm
\$2,000 - 3,000

PROVENANCE
 Michael Graham Stewart, London
 The Leicester Galleries London
 Private collection, New South Wales

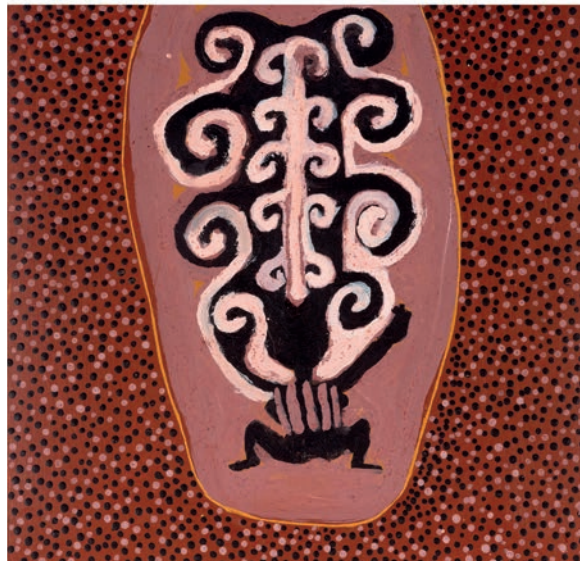
(3)



102
A Pair of Clubs, Queensland
 carved and engraved hardwood
Lengths: 59.0cm, 58.0cm
\$4,000 - 6,000

PROVENANCE
 Tribalmania, Antique Ethnographic Art, United States of America
 Private collection, Melbourne

(2)



103
Jarinyanu David Downs (circa 1925-1995)
 Untitled (Kurtal)
 synthetic polymer paint and natural earth pigments on linoleum
 30.0 x 30.0cm each
\$4,000 - 6,000

PROVENANCE
 Painted at Fitzroy Crossing, Western Australia mid-late 1970s
 Private collection, Alice Springs



104

Jarinyanu David Downs (circa 1925-1995)

Piwi Kuitata, 1991

inscribed 'jarinyanu david dowzs' (sic), catalogue number 044/91

and 'commissioned by Duncan Kentish' on the reverse

natural earth pigments and synthetic polymer paint on linen

111.0 x 84.0cm (43 11/16 x 33 1/16in).

\$8,000 - 10,000

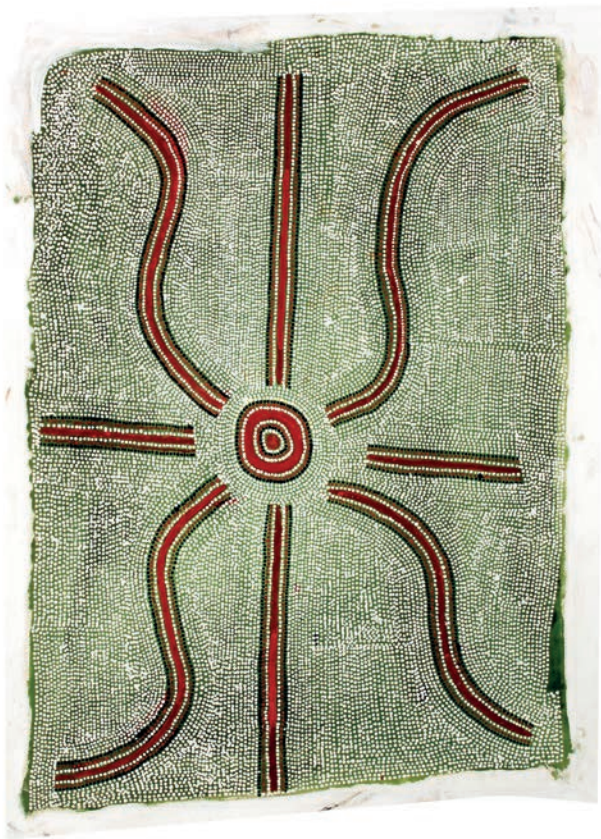
PROVENANCE

Commissioned by Duncan Kentish in 1991

Ray Hughes Gallery, Sydney

Private collection, Sydney

A Wangkatjungka man, Jarinyanu David Downs was born near Lake Gregory in the Great Sandy Desert. During his twenties the artist left his traditional life in the desert to work on cattle stations further north before settling in a community near Fitzroy Crossing. His early practice was characterised by the carving of shields and coolamons and only began to paint seriously during the 1980s. Downs' imagery focuses on the story of Kurtal, the Rain Man and at times features Christian iconography after his conversion to the cause after walking out of the desert.



105
Abie Tjangala (born circa 1919-2002)
 Untitled (Water Dreaming)
 inscribed 'Abie' on the reverse
 synthetic polymer paint on canvas
 140.0 x 104.0cm (55 1/8 x 40 15/16in).
\$4,000 - 6,000

PROVENANCE
 Purchased from Ron Watt, a teacher at Lajamanu between 1985-1988
 Private collection, Alice Springs



106
Lydia Balbal (born circa 1958)
 Imbirang, 2009
 bears artist's name, dimensions, medium, year and Short St Gallery
 catalogue number 25919 on the reverse
 synthetic polymer paint on canvas
 107.0 x 77.0cm (42 1/8 x 30 5/16in).
\$3,000 - 5,000

PROVENANCE
 Short St Gallery, Broome, Western Australia
 Private collection, New South Wales

This painting is sold with accompanying Short St Gallery documentation



107

Makinti Napanangka (circa 1930-2011)

Untitled (Designs associated with the Rockhole Site of Lupulnga), 2004
 bears artist's name, dimensions and Papunya Tula Artists catalogue
 number MN0411033 on the reverse
 synthetic polymer paint on linen
 137.0 x 91.0cm (53 15/16 x 35 13/16in).

\$7,000 - 10,000

PROVENANCE

Painted at Kintore, Northern Territory
 Papunya Tula Artists, Alice Springs
 Private collection, Alice Springs

This painting is sold with accompanying Papunya Tula Artists documentation that reads: 'This painting depicts designs associated with the site of Lupulnga, a rockhole situated south of the Kintore Community. The Pee wee (small bird) Dreaming is associated with this site, as well as the Kungka Kutjarra or Two Travelling Women Dreaming.

During mythological times a group of ancestral women visited this site holding ceremonies associated with the area, before continuing their travels north to Kaakuratintja (Lake MacDonald) and later the Kintore area.

The line in the painting represent spun hair-string which is used in the making of nyimparra (hair-belts), which are worn by both men and women during ceremonies.'



108
Mike Parr (born 1945)
 Criminal Acirema, 2001
 signed, dated and numbered below image
 etching, edition 1 of 5
 85.0 x 64.0cm (33 7/16 x 25 3/16in).
\$3,000 - 5,000

PROVENANCE
 Sherman Galleries, Sydney
 The Verghis Collection, London



109
Mike Parr (born 1945)
 Criminal Acirema, 2001
 signed, dated and numbered below image
 etching, edition 1 of 5
 85.0 x 64.0cm (33 7/16 x 25 3/16in).
\$3,000 - 5,000

PROVENANCE
 Sherman Galleries, Sydney
 The Verghis Collection, London



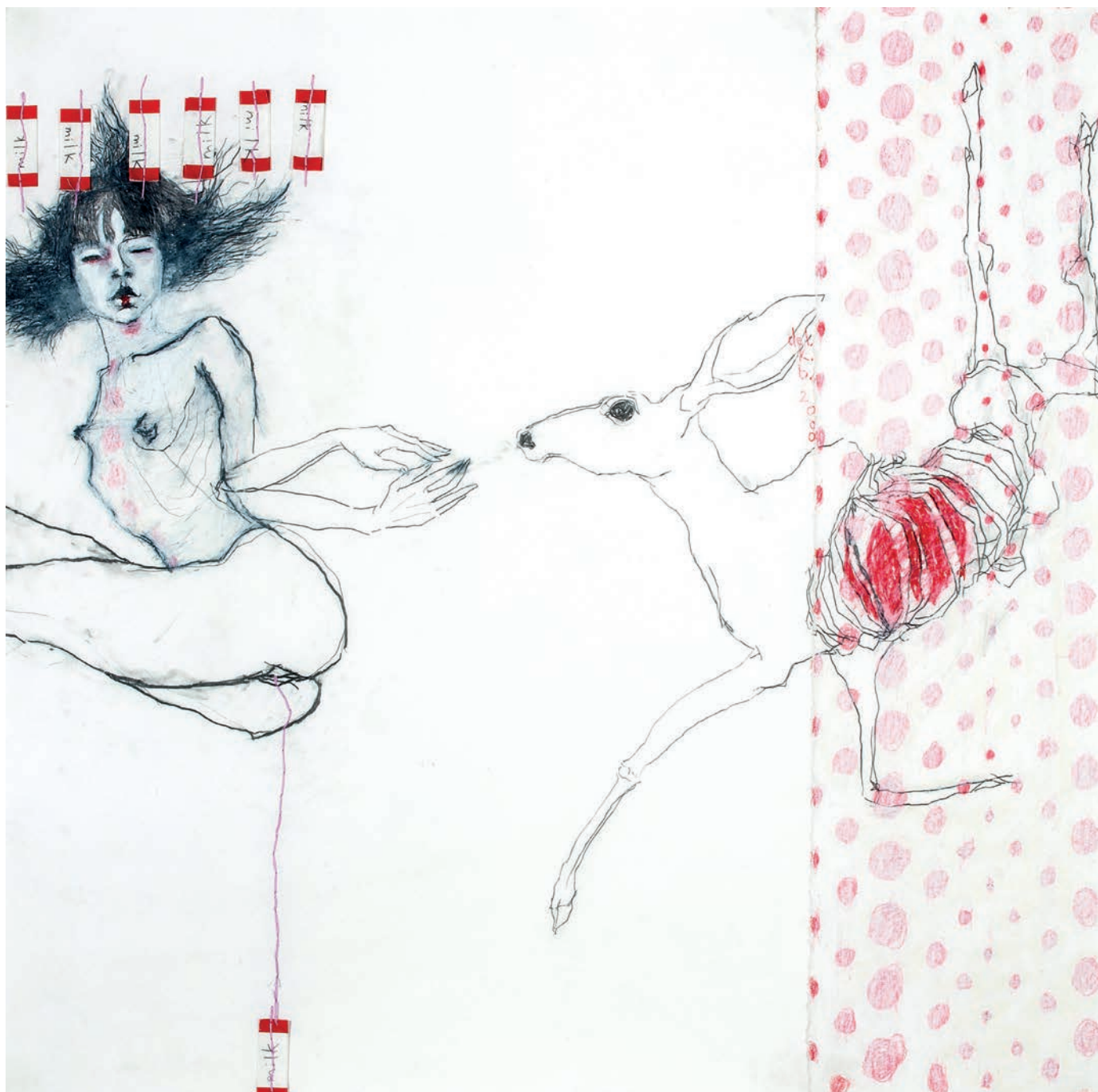
110
Mike Parr (born 1945)
 Criminal Acirema, 2001
 signed, dated and numbered below image
 etching, edition 1 of 5
 85.0 x 64.0cm (33 7/16 x 25 3/16in).
\$3,000 - 5,000

PROVENANCE
 Sherman Galleries, Sydney
 The Verghis Collection, London



111
Mike Parr (born 1945)
 Criminal Acirema, 2001
 signed, dated and numbered below image
 etching, edition 1 of 5
 85.0 x 64.0cm (33 7/16 x 25 3/16in).
\$3,000 - 5,000

PROVENANCE
 Sherman Galleries, Sydney
 The Verghis Collection, London



112

Del Kathryn Barton (born 1972)

Bambi Love, 2000

signed and dated 'del k b 2000' centre right

pencil, crayon and gouache and mixed media on paper
76.0 x 76.0cm (29 15/16 x 29 15/16in).

\$5,000 - 7,000

PROVENANCE

Ray Hughes Gallery, Sydney

Private collection, Sydney



113

Tim Storrier (born 1949)

The Season II, 1995-96

signed 'Storrier' lower right

synthetic polymer paint on panel

15.5 x 50.0cm (6 1/8 x 19 11/16in).

\$7,000 - 10,000

PROVENANCE

Private collection, Sydney



114

John Kelly (born 1965)

Head Study, 1994

signed and dated 'Killy 94' lower right; inscribed
verso with title, date and size

oil on linen

20.5 x 30.5cm (8 1/16 x 12in).

\$6,000 - 9,000

PROVENANCE

Private collection, London, a gift from the artist



115

John Coburn (1925-2006)

Study for Summer Festival, Paris

signed lower right and titled below image
watercolour, gouache and crayon on paper
41.4 x 32.0cm (16 5/16 x 12 5/8in).

\$1,500 - 2,500

PROVENANCE

Private collection, Alice Springs



116

Waigan Djanghara (born 1929), and Artist Unknown

A Pair of Wandjinas

bears artist's name, region and label about the subject matter depicted

on the reverse; bears 'Mary' and catalogue number on the reverse

natural earth pigments on eucalyptus bark

38.0 x 19.0cm; 32.0 x 17.5cm

\$600 - 800

PROVENANCE

Painted in Western Arnhem Land, circa 1950s

(from left to right)

Private collection, United Kingdom

Private collection, New South Wales

Private collection, New South Wales

(2)



117

Artist Unknown

Untitled

natural earth pigments on eucalyptus bark

62.5 x 37.0cm (24 5/8 x 14 9/16in).

\$800 - 1,200

PROVENANCE

Painted at Kalumbaru, North Western Australia

Dreweatts Bristol, United Kingdom

Private collection, New South Wales



118

Three La Perouse Artefacts

carved and engraved hardwood
 shield (lower left) engraved 'Made at Aboriginal Reserve, La
 Perouse, G.Long' centre obverse; boomerang engraved with
 '1930' lower centre

*Lengths: large shield 75.0cm, small shield 50.0cm,
 boomerang 77.0cm*

\$3,000 - 5,000

PROVENANCE

Private collection, Sydney

119

A Collection of Speartips, Kimberley Region

bottle glass, stone and resin
Variable lengths: 5.0cm - 9.5cm

\$200 - 300

PROVENANCE

Part lot:

Collected in the early 1940s by an American soldier, John Downs
 Walker Art Center, Minneapolis, Minnesota, on long term
 loan, 1960s

Michael Hamson Oceanic Art, United States of America
 Private collection, New South Wales

PART LOT

Private collection, Bournemouth, United Kingdom
 Private collection, New South Wales

(14) (part lot illustrated)





African, Oceanic & Pre- Columbian Art

14 November at 1pm
New York

Viewing
10-14 November

+1 323 436 5416
fred.backlar@bonhams.com

Large Vanuatu Grade Female Figure,
Ambryn Island
maghe ne naun or *maghe ne hivir*
Fernwood
height 82in (208cm)
\$20,000 - 30,000

An abstract linocut print by Ethel Spowers titled 'The Gust of Wind'. The artwork features bold, expressive shapes in red, viridian, yellow, ochre, and cobalt blue. A central figure in a dark blue garment is depicted in a dynamic, almost dancing pose, surrounded by large, white, angular shapes that suggest wind or movement. The background is a complex interplay of these colors, creating a sense of depth and energy. The style is characteristic of early 20th-century modernism.

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

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)

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Bonhams would like to thank Emily Knowles and Amelia Davis for their assistance with this catalogue

NOTICE TO BIDDERS

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

IMPORTANT:

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

If the *Lot* is knocked down to you, you will be liable to pay the *Purchase Price*, which is the *Hammer Price* which includes any applicable *GST*, plus *Buyers Premium* and any *Additional Premium* on the *Hammer Price*. Payments by credit cards are subject to a surcharge up to 3.1%. See sections 6, 7 and 9 below for more details.

1. OUR ROLE

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*.

Bonhams does not owe or undertake or agree to any duty or responsibility to you in contract or tort (whether direct, collateral, express, implied or otherwise). If you successfully bid for a *Lot* and buy it, at that stage *Bonhams* does enter into an agreement with the *Buyer*. The terms of that contract are set out in our *Buyer’s Agreement*, which you will find at Appendix 2 at the back of the *Catalogue*. This will govern *Bonhams’* relationship with the *Buyer*.

2. LOTS

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

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

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

Condition Reports

In respect of most *Lots*, you may ask for a *Condition Report* on its physical condition from *Bonhams*. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. *Bonhams* is not entering into a contract with you in respect of the *Condition Report* and accordingly does not assume responsibility to you in respect of it. Nor does the *Seller* owe or agree to owe you as a *Bidder* any obligation or duty in respect of this free report about a *Lot*, which is available for your own inspection or for inspection by an expert instructed by you. However, any written description of the physical condition of the *Lot* contained in a *Condition Report* will form part of the *Contractual Description* of the *Lot* under which it is sold to any *Buyer*.

The Seller’s responsibility to you

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

Bonhams’ responsibility to you

You have the opportunity of examining the *Lot* if you want to and the *Contract for Sale* for a *Lot* is with the *Seller* and not with *Bonhams*; *Bonhams* acts as the *Seller’s* agent only (unless *Bonhams* sells the *Lot* as principal). *Bonhams* undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or otherwise of any descriptions or opinions given by *Bonhams*, or by any person on *Bonhams’* behalf, whether in the *Catalogue* or elsewhere. You should not suppose that such examinations, investigations or tests have occurred. *Bonhams* does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams’* behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer’s Agreement*.

Alterations

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

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

4. CONDUCT OF THE SALE

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

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

5. BIDDING

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

Bidding in person

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

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

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

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

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

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

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

8. GST

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

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

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

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

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

9. PAYMENT

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

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

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

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

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

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

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

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

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



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

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

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

10. COLLECTION AND STORAGE

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

11. SHIPPING

Please refer all enquiries to our shipping department henry.sisley@bonhams.com

12. EXPORT/TRADE RESTRICTIONS

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

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

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

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

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

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

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

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FURNITURE

Upholstered Furniture

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

18. JEWELLERY

~ Ruby and Jadeite

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

Gemstones

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

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

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

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

2. A diamond brooch, signed Kutchinsky

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

3. A diamond brooch, mounted by Kutchinsky

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

19. PHOTOGRAPHS

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

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

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

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

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

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

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

20. PICTURES

Explanation of Catalogue Terms

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

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

21. PORCELAIN

Damage and Restoration

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

22. IMPORTANT NOTICE

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

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

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

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

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

APPENDIX 1

CONTRACT FOR SALE

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

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

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

2.1.4	the <i>Seller</i> has complied with all requirements, legal or otherwise, relating to any export or import of the <i>Lot</i> , and all duties and taxes in respect of the export or import of the <i>Lot</i> have (unless stated to the contrary in the <i>Catalogue</i> or announced by the <i>Auctioneer</i>) been paid and, so far as the <i>Seller</i> is aware, all third parties have complied with such requirements in the past;	6	PAYMENT	9.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;
		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;
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> .	6.2	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	DESCRIPTIONS OF THE LOT			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;
3.1	Paragraph 2.1.5 sets out what is the <i>Contractual Description</i> of the <i>Lot</i> . In particular, the <i>Lot</i> is not sold as corresponding with that part of the <i>Entry</i> in the <i>Catalogue</i> which is not printed in bold letters, which merely sets out (on the <i>Seller's</i> behalf) <i>Bonhams'</i> opinion (given on a reasonable basis and honestly) about the <i>Lot</i> and which is not part of the <i>Contractual Description</i> upon which the <i>Lot</i> is sold. Any statement or representation other than that part of the <i>Entry</i> referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any <i>Description</i> or <i>Estimate</i> , whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams' Website</i> , or by conduct, or otherwise, and whether by or on behalf of the <i>Seller</i> or <i>Bonhams</i> and whether made prior to or during the <i>Sale</i> , is not part of the <i>Contractual Description</i> upon which the <i>Lot</i> is sold.	7	GST If the <i>Seller</i> is registered or required to be registered for <i>GST</i> , unless otherwise indicated, the sale of the <i>Lot</i> will be a taxable supply by the <i>Seller</i> and subject to <i>GST</i> and <i>GST</i> will be included in the Hammer Price. Where the <i>Sale</i> is a taxable supply, <i>Bonhams</i> (on behalf of the <i>Seller</i>) will issue a tax invoice to you for the sale of the <i>Lot</i> .	9.1.9	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
3.2	Except as provided in paragraph 2.1.5, the <i>Seller</i> does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by or on behalf of the <i>Seller</i> including by <i>Bonhams</i> . No such <i>Description</i> or <i>Estimate</i> is incorporated into this <i>Contract for Sale</i> .	8	COLLECTION OF THE LOT	9.1.10	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	FITNESS FOR PURPOSE AND SATISFACTORY QUALITY	8.1	Unless otherwise agreed in writing with you by <i>Bonhams</i> , the <i>Lot</i> will be released to you or to your order only when <i>Bonhams</i> has received cleared funds to the amount of the full <i>Purchase Price</i> and all other sums owed by you to the <i>Seller</i> and to <i>Bonhams</i> .	9.2	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.
4.1	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> .	9.3	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.
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.		
5	RISK, PROPERTY AND TITLE	8.4	You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i> .		
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	THE SELLER'S LIABILITY
5.2	Title to the <i>Lot</i> remains in and is retained by the <i>Seller</i> until the <i>Purchase Price</i> and all other sums payable by you to <i>Bonhams</i> in relation to the <i>Lot</i> have been paid in full to, and received in cleared funds by, <i>Bonhams</i> .	9	FAILURE TO PAY FOR THE LOT	10.1	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:
		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):	10.1.1	the application of any consumer protection legislation; or
		9.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	10.1.2	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
		9.1.2	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;	10.1.3	any other liability to the extent that such liability may not be excluded or restricted as a matter of law.
		9.1.3	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.	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.	12.2.4 all costs and fees incurred in connection with the resolution of a dispute in accordance with paragraph 11.2 will be borne by the <i>Seller</i> and <i>Buyer</i> in such manner as the expert(s) or the arbitrator, as the case may be, determines.
10.4	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	11.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.	APPENDIX 2
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".	BUYER'S AGREEMENT
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.	IMPORTANT: These terms may be changed in advance of the sale of the <i>Lot</i> to you, by the setting out of different terms in the <i>Catalogue</i> for the <i>Sale</i> and/or by placing an insert in the <i>Catalogue</i> and/or by notices at the <i>Sale</i> venue and/or by oral announcements before and during the <i>Sale</i> at the <i>Sale</i> venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.
10.4.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	11.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .	1 THE CONTRACT
11	MISCELLANEOUS	11.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .	1.1 These terms govern the contract between <i>Bonhams</i> personally and the <i>Buyer</i> , being the person to whom a <i>Lot</i> has been knocked down by the <i>Auctioneer</i> .
11.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .	11.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction (and <i>Bonhams</i> enters into this agreement on trust for each such person).	1.2 The Definitions and Glossary contained in Appendix 3 to the <i>Catalogue</i> for the <i>Sale</i> are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the <i>Notice to Bidders</i> , printed at the beginning of the <i>Catalogue</i> for the <i>Sale</i> , and where such information is referred to it is incorporated into this agreement.
11.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .	12 GOVERNING LAW & DISPUTE RESOLUTION		1.3 The <i>Contract for Sale</i> of the <i>Lot</i> between you and the <i>Seller</i> is made on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> , when it is knocked down to you. At that moment a separate contract is also made between you and <i>Bonhams</i> on the terms in this <i>Buyer's Agreement</i> .
11.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.	12.1	Law	1.4 We act as agents for the <i>Seller</i> and are not answerable or personally responsible to you for any breach of contract or other default by the <i>Seller</i> , unless <i>Bonhams</i> sells the <i>Lot</i> as principal.
11.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed <i>c/o Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.	12.2	Dispute Resolution	1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
			Unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of <i>Business</i> :	1.5.1 we will, until the date and time specified in the <i>Notice to Bidders</i> or otherwise notified to you, store the <i>Lot</i> in accordance with paragraph 5;
		12.2.1	any dispute concerning the <i>Description</i> , authorship, attribution, condition, provenance, authenticity, age, suitability, quality or origin of the <i>Lot</i> , or the conformity of the <i>Lot</i> with any <i>Description</i> , or whether the <i>Lot</i> is or is not a <i>Forgery</i> shall be referred, if so required by <i>Bonhams</i> , to an expert or a panel of up to three experts appointed, in the absence of agreement among the <i>Seller</i> , you and (if applicable) <i>Bonhams</i> , by the professional body most appropriate in <i>Bonhams'</i> opinion to advise upon the subject matter of the dispute in question or, in the absence of such a professional body, by the President of The Law Society of New South Wales from time to time;	1.5.2 subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, we will release the <i>Lot</i> to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the <i>Seller</i> ;
		12.2.2	such experts appointed in accordance with paragraph 11.2.1 will act as experts and not as arbitrators and their decision will be final and binding on the relevant parties;	1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
		12.2.3	any other dispute relating to or arising out of the sale of the <i>Lot</i> or this agreement shall be finally resolved, if so required by <i>Bonhams</i> , by arbitration, under the UNCITRAL arbitration rules in force at the date of the reference to the arbitration, and the tribunal for such arbitration will consist of a single arbitrator appointed, in the absence of agreement between the <i>Seller</i> , you and (if applicable) <i>Bonhams</i> , by the President of The Law Society of New South Wales from time to time. The arbitration will take place in	1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, representation of fact in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams'</i> <i>Website</i> , or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the <i>Sale</i> . No such <i>Description</i> or <i>Estimate</i> is incorporated into this agreement between you and us. Any such <i>Description</i> or <i>Estimate</i> , if made by us or on our behalf, is given on a reasonable basis and honestly and (unless <i>Bonhams</i> itself sells the <i>Lot</i> as principal) made as agent on behalf of the <i>Seller</i> .

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

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

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

DATA PROTECTION - USE OF YOUR INFORMATION

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

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

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

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

APPENDIX 3

DEFINITIONS and GLOSSARY

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

LIST OF DEFINITIONS

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

"Auctioneer" the representative of Bonhams conducting the Sale.

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

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

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

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

"Business" includes any trade, business and profession.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Purchase Price" the Hammer Price.

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

"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.

Bonhams Specialist Departments

To e-mail any of the below use the first name dot second name @bonhams.com eg. charles.obrien@bonhams.com

19th Century Paintings

UK
Charles O' Brien
+44 20 7468 8360
U.S.A
Madalina Lazen
+1 212 644 9108

20th Century British Art

Matthew Bradbury
+44 20 7468 8295

Aboriginal Art

Francesca Cavazzini
+61 2 8412 2222

African and Oceanic Art

UK
Philip Keith
+44 2920 727 980
U.S.A
Fred Baklar
+1 323 436 5416

American Paintings

Alan Fausel
+1 212 644 9039

Antiquities

Madeleine Perridge
+44 20 7468 8226

Antique Arms & Armour

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David Williams
+44 20 7393 3807
U.S.A
Paul Carella
+1 415 503 3360

Art Collections, Estates & Valuations

Harvey Cammell
+44 (0) 20 7468 8340

Art Nouveau & Decorative Art & Design

UK
Mark Oliver
+44 20 7393 3856
U.S.A
Frank Maraschiello
+1 212 644 9059

Australian Art

Alex Clark
+61 2 8412 2222

Australian Colonial Furniture and Australiana

James Hendy
+61 2 8412 2222

Books, Maps & Manuscripts

UK
Matthew Haley
+44 20 7393 3817
U.S.A
Christina Geiger
+1 212 644 9094

British & European Glass

UK
Simon Cottle
+44 20 7468 8383
U.S.A
Suzy Pai
+1 415 503 3343

British & European Porcelain & Pottery

UK
John Sandon
+44 20 7468 8244
U.S.A
Peter Scott
+1 415 503 3326

California & American Paintings

Scot Levitt
+1 323 436 5425

Carpets

UK
Mark Dance
+44 8700 27361
U.S.A
Hadji Rahimipour
+1 415 503 3392

Chinese & Asian Art

UK
Asaph Hyman
+44 20 7468 5888
U.S.A
Dessa Goddard
+1 415 503 3333
HONG KONG
+852 3607 0010

Clocks

UK
James Stratton
+44 20 7468 8364
U.S.A
Jonathan Snellenburg
+1 212 461 6530

Coins & Medals

UK
John Millensted
+44 20 7393 3914
U.S.A
Paul Song
+1 323 436 5455

Contemporary Art

UK
Gareth Williams
+44 20 7468 5879
U.S.A
Jeremy Goldsmith
+1 917 206 1656

Costume & Textiles

Claire Browne
+44 1564 732969

Entertainment Memorabilia

UK
Stephanie Connell
+44 20 7393 3844
U.S.A
Catherine Williamson
+1 323 436 5442

Ethnographic Art

Jim Haas
+1 415 503 3294

Football Sporting Memorabilia

Dan Davies
+44 1244 353118

Furniture & Works of Art

UK
Fergus Lyons
+44 20 7468 8221
U.S.A
Jeffrey Smith
+1 415 503 3413
AUSTRALIA
Jennifer Gibson
+61 3 8640 4088

Greek Art

Olympia Pappa
+44 20 7468 8314

Golf Sporting Memorabilia

Kevin Mcgimpsey
+44 1244 353123

Irish Art

Penny Day
+44 20 7468 8366

Impressionist & Modern Art

UK
Deborah Allan
+44 20 7468 8276
U.S.A
Tanya Wells
+1 917 206 1685

Islamic & Indian Art

Alice Bailey
+44 20 7468 8268

Japanese Art

UK
Suzannah Yip
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U.S.A
Jeff Olson
+1 212 461 6516

Jewellery

UK
Jean Ghika
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U.S.A
Susan Abeles
+1 212 461 6525
AUSTRALIA
Anellie Manolas
+61 2 8412 2222
HONG KONG
Graeme Thompson
+852 3607 0006

Marine Art

UK
Veronique Scorer
+44 20 7393 3962
U.S.A
Gregg Dietrich
+1 917 206 1697

Mechanical Music

Jon Baddeley
+44 20 7393 3872

Modern, Contemporary & Latin American Art

U.S.A
Alexis Chompaissal
+1 323 436 5469

Modern Design

Gareth Williams
+44 20 7468 5879

Motor Cars

UK
Tim Schofield
+44 20 7468 5804
U.S.A
Mark Osborne
+1 415 503 3353
EUROPE
Philip Kantor
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AUSTRALIA
Damien Duigan
+61 2 8412 2232
Automobilia
UK
Toby Wilson
+44 8700 273 619
U.S.A
Kurt Forry
+1 415 391 4000

Motorcycles

Ben Walker
+44 8700 273616
Automobilia
Adrian Papiros
+44 8700 273621

Musical Instruments

Philip Scott
+44 20 7393 3855

Natural History

U.S.A
Claudia Florian
+1 323 436 5437

Old Master Pictures

UK
Andrew Mckenzie
+44 20 7468 8261
U.S.A
Mark Fisher
+1 323 436 5488

Orientalist Art

Charles O'Brien
+44 20 7468 8360

Photography

U.S.A
Judith Eurich
+1 415 503 3259

Portrait Miniatures

Camilla Lombardi
+44 20 7393 3985

Prints

UK
Rupert Worrall
+44 20 7468 8262
U.S.A
Judith Eurich
+1 415 503 3259

Russian Art

UK
Sophie Hamilton
+44 20 7468 8334
U.S.A
Yelena Harbick
+1 212 644 9136

Scientific Instruments

Jon Baddeley
+44 20 7393 3872
U.S.A
Jonathan Snellenburg
+1 212 461 6530

Scottish Pictures

Chris Brickley
+44 131 240 2297

Silver & Gold Boxes

UK
Michael Moorcroft
+44 20 7468 8241
U.S.A
Aileen Ward
+1 800 223 5463

South African Art

Giles Peppiatt
+44 20 7468 8355

Sporting Guns

Patrick Hawes
+44 20 7393 3815

Toys, Dolls & Chess

Leigh Gotch
+44 20 8963 2839

Travel Pictures

Veronique Scorer
+44 20 7393 3962

Urban Art

Gareth Williams
+44 20 7468 5879

Watches & Wristwatches

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Paul Maudsley
+44 20 7447 7412
U.S.A
Jonathan Snellenburg
+1 212 461 6530
HONG KONG
Carson Chan
+852 2918 4321

Whisky

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Martin Green
+44 1292 520000
U.S.A
Joseph Hyman
+1 917 206 1661
HONG KONG
Daniel Lam
+852 3607 0004

Wine

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(Attendee / Absentee / Online / Telephone Bidding)

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