

# IMPORTANT AUSTRALIAN ART

Monday 18 August 2014



# Bonhams







# IMPORTANT AUSTRALIAN ART

Monday 18 August 2014 at 6.30pm  
Como House, South Yarra, Melbourne

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The Jewish Women's  
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111 Queen Street  
Woollahra NSW 2025

Friday 8 August  
11am to 5.00pm  
Saturday 9 August  
11am to 5.00pm  
Sunday 10 August  
11am to 5.00pm

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Friday 15 August  
11am to 5.00pm  
Saturday 16 August  
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Sunday 17 August  
11am to 5.00pm

## SALE NUMBER

22083

## CATALOGUE

\$30.00

## ILLUSTRATIONS

Front cover: Lot 11  
Back cover: Lot 4  
Inside front: Lot 18  
Inside back: Lot 16  
Opposite: Lot 19

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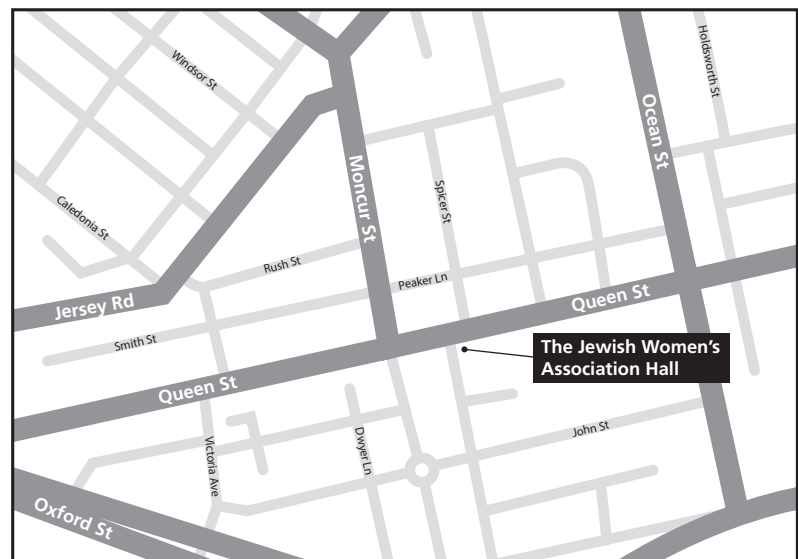
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# IMPORTANT AUSTRALIAN ART

Lots 1 - 41



1

**HERBERT BADHAM (1899-1961)**

Domesticity, 1959

signed and dated 'H BADHAM '59' lower left

inscribed 'H BADHAM / c/o Nat. Art School / ESTC / "Domesticity" /

25 Guineas' verso

oil on canvas board

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

**\$35,000 - 55,000**

**Provenance**

Macquarie Galleries, Sydney

Private collection, London, acquired from the above in 1979

**Exhibited**

*Spring Exhibition*, Society of Artists, Farmer's Blaxland Gallery, Sydney,  
2-16 September 1959, cat. 107

*Herbert Badham (1899-1961)*, Macquarie Galleries, Sydney,  
10 September 1979, cat. 26

*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. 59

**Literature**

Christine Dixon and Christine France, *Herbert Badham 1899 - 1961*,  
Wollongong City Gallery, New South Wales, 1987, p. 26





**ROY DE MAISTRE (1894-1968)**

Studio Interior, c.1940

signed 'R. de Maistre' lower left

oil on board

42.5 x 32.0cm (16 3/4 x 12 5/8in).

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

**Provenance**

Horner House, Sydney

Private collection, Sydney, acquired from the above in 1987

With its swathes of white gauze framing the window, the subject of this work is quite possibly Roy de Maistre's Eccleston Street studio in London. After a number of unsettled years, and with the support of patroness Sydney Butler, de Maistre moved into Eccleston Street in December of 1937 where he would reside for the remainder of his life. Consisting of three stories at the front of the building, de Maistre used the ground floor as the studio and leased the remaining rooms to a rotating group of friends, most notably Patrick White. The white curtaining, a device which is rumoured to originate from his time at the Ebury Street studio, is evident in numerous photographs of Eccleston Street which show the sky lights and windows draped with white muslin. Most likely employed to diffuse the light, the resulting effect was also dramatic.

A haven from the world, de Maistre's studio quickly became an elegant and carefully constructed extension of his work. As noted by Heather Johnson in her monograph, *Roy de Maistre, The English Years 1930 - 1968*, 'One of de Maistre's greatest works of art, and the one most appreciated by friends and relatives, and acquaintances, was the creation of his Eccleston Street studio. De Maistre did not believe the common wisdom that artists should make and work in a mess... His studio was not simply a work place, but also a domestic and private space. John Rothenstein referred to it as the theatre of his actions and the repository of his whole life, an environment of tenebrous beauty that was still informal and comfortable.'<sup>1</sup>

Considered to be amongst his most successful works, de Maistre's studio interiors from this period demonstrate the artist's interest in the possibilities of cubism. The gathered white muslin which frames the view beyond is fragmented and flattened, compressing the space into a series of planes which are layered one upon the other. Space is splintered and divided by tree branches, curtain strings and the seams of pressed zinc which line the roof. The work is considered, fastidious in its brushwork and restricted palette, but also intimate, showing the calmly ordered interior of the artist's world with the London skyline beyond.

<sup>1</sup> Heather Johnson, *Roy de Maistre, The English Years 1930 - 1968*, Craftsman House, Sydney, 1995, p. 48





**ETHEL CARRICK FOX (1872-1952)**

Voluntary Service, 1943  
 signed and dated 'CARRICK FOX 1943' lower left  
 oil on canvas  
 57.5 x 78.0cm (22 5/8 x 30 11/16in).

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

**Provenance**

*Fine Australian Paintings and Drawings*, Sotheby's, Melbourne,  
 21 April 1986, lot 26  
 Private collection  
*Fine Australian Paintings and Books*, Sotheby's, Melbourne,  
 27 March 1988, lot 357  
 Private collection, Sydney

**Exhibited**

*Pictures from the Late E Phillips Fox and E Carrick Fox*, Athenaeum  
 Gallery, Melbourne, 8-19 February 1944, cat. 15

**Literature**

Susanna de Vries, *Ethel Carrick Fox: Travels and Triumphs of a Post-Impressionist*, Pandanus Press, Brisbane, 1997, p. 120-121 (illus.)

**Related Works**

Ethel Carrick Fox, *National Defence League Depot, St Michaels Hall*, 1943, oil on cotton, 59.5 x 79.7cm, in the collection of the Australian War Memorial, Canberra

In the 1997 monograph on the travels and triumphs of Ethel Carrick Fox, Susanna De Vries observes 'to Carrick life itself was the Great Adventure, freedom and the joy of creativity were paramount. She had few possessions other than those that would fit in a suitcase. She did not want more. Possessions were something you could not take to 'The other side of death': life, art and travel were what she craved.

On her many visits to Melbourne Carrick joined several groups of women doing voluntary work. She painted groups of women volunteers working in hospitals and canteens as well as making camouflage nets. *Voluntary Service* is one of her smaller and more rapid oils, painted in *situ*, showing a combined working-bee and charity art exhibition. Women of all ages are busy knitting and sewing; an entry fee is being collected from a booth at the side of the room. Paintings on the walls include Emanuel Phillips Fox's oil *The Ferry*, which she was still trying to sell. The painting reveals that Carrick was raising money for the war effort by exhibiting her husband's work and raising her own profile among a group of relatively affluent Australians'.<sup>1</sup>

<sup>1</sup> Susanna De Vries, *Ethel Carrick Fox: Travels and Triumphs of a Post-Impressionist*, Pandanus Press, Brisbane, 1997, p. 126





**WEAVER HAWKINS (1893-1977)**

Football, 1952

signed and dated 'Raokin 52' upper left

oil on board

60.0 x 70.0cm (23 5/8 x 27 9/16in).

**\$40,000 - 60,000****Provenance**

Macquarie Galleries, Sydney (label attached verso)

Mr Cedric Flower, Sydney

*Fine Australian Paintings*, Sotheby's, Melbourne, 14 August

1989, lot 301

Private collection, Sydney

**Exhibited**The Contemporary Art Society (NSW Branch), Annual Exhibition, 1952, cat. 66, as *Football Tangle**The Sulman Prize*, Art Gallery of New South Wales, Sydney,24 January - 8 March 1952, cat. 21, as *Football Tangle**Weaver Hawkins "Raokin" Exhibition*, David Jones' Art Gallery,Sydney, 4-17 June 1958, cat. 43, as *Football Tangle**Fifty years of the Macquarie Galleries: The Third Decade*,

1945-1955, Macquarie Galleries, Sydney, 7-26 May 1975, cat. 14

*Project 11: Weaver Hawkins*, Art Gallery of New South Wales,

Sydney, 7 February - 14 March 1976, cat. 33

**Literature**Rowena Stretton, 'Expensive Possums in Tasmania', *The Bulletin*, 13 June 1989, p. 137 (illus.)Eileen Chanin and Steven Miller, *The Art and Life of Weaver Hawkins*, Craftsman House, Sydney, 1995, pl. 25, p. 155 (illus.)

In early 1914, the eve of World War I, Weaver Hawkins was 21 and had been intent on a career as an art teacher. On 20 April, as discussion of the impending war gripped the world, he enlisted in the Queen's Westminster Rifles, a decision that was to have devastating results. 'Sent to the Western Front, Hawkins was seriously wounded at Gommecourt, France, on 1 July 1916: 'The whole place roaring with flames, a wonderful sight... gas... we were to be a sacrificial attack... all the men with me were killed... I crawled back for two days'.<sup>1</sup> A gruelling series of operations, 20 in total, managed to save Hawkin's arms from amputation, though his right hand remained lifeless and the left became a less-than-full-strength painting hand.

Following the war, Hawkins studied at the Westminster Technical Institute and School of Art, exhibiting at the Royal Academy of Arts in London. Marrying Irene Eleanor Villiers in 1923, Hawkins travelled extensively with his family before finally settling in Australia in 1935. Disinterested in being perceived as wounded or less than whole, from 1927 Hawkins would employ an alias, signing many of his works 'Raokin' in an attempt to avoid unwanted publicity as an artist working within the limitations of injuries.

The works produced in Australia manifest a palpable physicality. Sport and imagery of active pursuits dominated Hawkins paintings, with the football field an enduring subject. Amongst works of sprinters, surfers, tennis players, acrobats and equestrians, Hawkins recurring interest in sport was to result in works such as *Dance of the Football Field*, 1947, now in the collection of the Art Gallery of New South Wales, Sydney, *Football I*, 1966, collection of the National Gallery of Australia, Canberra, and of course the present work, *Football*, 1952.

Exhibited in 1976 at the Art Gallery of New South Wales as part of *Project 11: Weaver Hawkins*, curator Daniel Thomas noted in his introduction 'that these works full of physical vigour are quickened by a particular poignancy'.<sup>2</sup> In his view they expressed a profound sense of Weaver's lost physicality, though the works are also explorations of the balance between freedom and order, the dynamic tangle of the football match an elegant metaphor for the tension between two such opposing forces.

<sup>1</sup> Daniel Thomas, 'Weaver Hawkins', *Australian Dictionary of Biography*, 1996, vol. 14

<sup>2</sup> Eileen Chanin and Steven Miller, *The Art and Life of Weaver Hawkins*, Craftsman House, Sydney, 1995





**CHARLES BLACKMAN (BORN 1928)**

Suite of Paintings VI, 1959-60  
 signed 'BLACKMAN' centre right  
 oil on hardboard  
 121.5 x 183.0cm (47 13/16 x 72 1/16in).

**\$200,000 - 300,000**

**Provenance**

Mr Bryan Robertson, London  
*Fine Australian Paintings, Books and Ceramics*, Sotheby's,  
 Melbourne, 16 July 1987, lot 430  
 Art Galleries Schubert, Queensland (label attached verso)  
 Private collection, London  
*Australian & International Fine Art*, Deutscher-Menzies,  
 Melbourne, 8 September 2004, lot 32  
 Private collection, Melbourne

**Exhibited**

*Charles Blackman*, The Johnstone Gallery, Brisbane,  
 26 June - 15 July 1960  
*Helena Rubenstein Travelling Art Scholarship*, National Gallery  
 of Victoria, Melbourne, 23 August 1960  
*Recent Australian Painting*, Whitechapel Art Gallery, London,  
 June - July 1961  
*Biennale des Jeunes*, Paris (label attached verso)  
*Schoolgirls and Angels*, National Gallery of Victoria, Melbourne,  
 18 May - 22 August 1993, and touring to Art Gallery of New South  
 Wales, Sydney, 15 September - 14 November 1993; Brisbane City  
 Hall Gallery, Brisbane, 7 December 1993 - 27 January 1994; Art  
 Gallery of Western Australia, Perth, 16 February - 4 April 1994,  
 cat. 53 (label attached verso)

**Literature**

Thomas Shapcott, *Focus on Charles Blackman*, University of  
 Queensland Press, Brisbane, 1967, p. 33  
 Thomas Shapcott, *The Art of Charles Blackman*, Andre Deutsch,  
 London, 1989, p. 44  
 Felicity St John Moore, *Charles Blackman: Schoolgirls and Angels*,  
 National Gallery of Victoria, Melbourne, 1993, p. 70 (illus.)

**Related Work**

*Suite I*, 1960, oil on hardboard, 120.7 x 182.2cm, in the collection  
 of the Queensland Art Gallery, Brisbane  
*Suite V*, 1960, oil and synthetic polymer paint on hardboard,  
 127.5 x 189.0cm, in the collection of the Art Gallery of New South  
 Wales, Sydney

Included in the definitive National Gallery of Victoria exhibition *Charles Blackman - Schoolgirls and Angels* of 1993, *Suite of Paintings VI* belongs to a group of six works that secured the artist the prestigious Helena Rubenstein travelling art scholarship in 1960. Initially exhibited with the Johnstone Gallery in Brisbane, the painting was purchased by Bryan Robertson, then Director of the Whitechapel Gallery, London, who included the work in the June 1961 London exhibition *Recent Australian Painting*, alongside the works of Brett Whiteley and Lawrence Daws.

Considered to be amongst his most impressive achievements, both in scale and conceptual breadth, Blackman had explored the idea of groups or sequences prior to the late 1950s, though it was not until 1959 that he committed to the form. As Felicity St John Moore observed in her monograph, 'compared to Blackman's first experiments with grouping little pictures in a relatively spontaneous manner, these images of the many faces of women, some with shadowy lovers and seen in different lights, are at once more ordered and thematic. Blackman recalls that they were affected by the female infidelity he witnessed while painting his suites at 9 Collins Street and, at a deeper level, perhaps by memories of his mother. Painted over a black ground and then masked, the pictures are set in tension with the black borders as hangovers from the comic-strip layout of his early newspaper work, in the context of the late 1950s debate, the borders act as a bridge between abstraction and figuration'.<sup>1</sup>

With abstract expressionism sweeping Melbourne, Blackman's engagement with the figurative, and in particular the feminine, was in stark contrast to the mood of the times. His poignant romanticism, here like small, veiled windows into a private realm, is rich with sensation and form.

<sup>1</sup> Felicity St John Moore, *Charles Blackman: Schoolgirls and Angels*, National Gallery of Victoria, Melbourne, p. 70





**ARTHUR BOYD (1920-1999)**

Card Players, c.1955-57

signed 'arthur Boyd' lower right

painted and glazed ceramic tile

29.5 x 44.5cm (11 5/8 x 17 1/2in).

**\$80,000 - 120,000**

**Provenance**

Mr and Mrs W. A. K. a'Beckett, Melbourne

Thence by descent

Private collection, Melbourne

*Important Australian Art*, Sotheby's, Melbourne, 11 April 2006, lot 12

Private collection, Melbourne

**Exhibited**

*Arthur Boyd*, Whitechapel Gallery, London, June - July 1962, cat. 168

**Literature**

Franz Philipp, *Arthur Boyd*, Thames & Hudson, London, 1967, cat.

6.78, pp. 71-72

**Related Works**

Arthur Boyd, *Shearers Playing for a Bride*, 1957, oil and tempera on canvas, 150.1 x 175.7cm, in the collection of the National Gallery of Victoria, Melbourne

The early 1950's saw Arthur Boyd fully explore the possibilities of ceramic works. Boyd had a natural affinity for the medium and would hand-form the tiles before mixing coloured oxides with clay to a consistency similar to oil paint.

Margaret Pont observed of Arthur Boyd's interest in the medium 'there was, at the time, a general resistance to ceramic works which were not considered part of mainstream art practice. Arthur made

no such distinctions between various mediums and could appreciate the beauty and versatility of each. He recognised the unique qualities of each medium when the necessary techniques had been fully mastered'.<sup>1</sup> Working at a greatly reduced scale, the ceramic works and tiles in particular offered the artist unique compositional challenges; motifs and narratives are compressed, dramatic and densely rendered.

*The Card Players*, originally belonging to the artist's cousin, Mr W. (Bill) A. K. a'Beckett, was painted prior to Boyd's masterful *Shearers playing for a Bride*, 1957, now in the collection of the National Gallery of Victoria, Melbourne. Memorable, difficult and enduring, the composition both in ceramic and canvas form revolves around what Ursula Hoff described as a 'strange Trinity of black men'<sup>2</sup>, a motif which echoes the composition of Boyd's earlier masterpiece *Abraham and the Angels*, 1946. Inwardly focussed, the trio play with an intensity which excludes all else, the bride seemingly weightless as she floats above, bouquet held aloft. In both *The Card Players*, and oil, the bride's train is pinned beneath a player, her state reduced to that of chattel to be secured or lost on a hand of cards.

**Please note this work is to be exhibited in the forthcoming exhibition 'Arthur Boyd: Brides' at Heide Museum of Modern Art, Melbourne, from the 29th November 2014 - 9 March 2015.**

<sup>1</sup> Margaret Pont, *Arthur Boyd & Saint Francis of Assisi*, MacMillan, Melbourne, 2004, p. 21

<sup>2</sup> Ursula Hoff, *The Paintings of Arthur Boyd*, Meanjin, XVII, no. 2, 1958, p. 146





**RUSSELL DRYSDALE (1912-1981)**

Mother and Child, 1961

signed 'Russell Drysdale' lower right

signed, dated and inscribed 'MOTHER & CHILD / 1961 /

Russell Drysdale' verso

oil on canvas

126.5 x 76.0cm (49 13/16 x 29 15/16in).

**\$120,000 - 180,000**

**Provenance**

Collection of Sir Russell and Mrs Drysdale

Thence by descent to their daughter

*Fine Australian Paintings and Books*, Sotheby's, Melbourne,

23 August 1992, lot 155

Private collection

*Fine Australian and International Paintings*, Sotheby's, Melbourne,

2 May 2000, lot 29

Bensons collection, Melbourne

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

16 June 2004, lot 26

Private collection, Melbourne

**Exhibited**

*Recent Paintings*, Macquarie Galleries, Sydney, 1-13 November

1961, cat. 4

*Australian Art: McCubbin to Whiteley*, Bundoora Homestead

Federation Centre for the Arts, Melbourne, 11 April - 1 June 2003

**Literature**

Geoffrey Dutton, *Russell Drysdale*, Thames and Hudson, London, 1964, cat. 122, p. 151 (illus.)

Reviewed in *The London Magazine*, Robert Hughes noted when critiquing Geoffrey Dutton's monograph *Russell Drysdale* (Thames & Hudson, 1964), 'Drysdale's true success lies in constructing a coherent, self-enclosed world of bodily experience, with such power and consistency of vision that twenty years of laymen and painters in Australia have come, as if by nature, to see their country through his eyes. It would be impossible to think of Australian art without him.'<sup>1</sup>

In 1961 Russell Drysdale travelled to the far flung towns and camps of western New South Wales with Keith Newman, a journalist working with the Sunday Mirror with whom Drysdale had worked whilst documenting the 1944 drought. Primarily producing sketches, the resulting drawings were used as illustrations for three articles by Newman which examined the conditions endured by Aboriginal Australian on the reserves and town camps.

Closely related to the drawings, which were published under the title 'Dark Heritage', *Mother and Child*, 1961, further expands Drysdale's exploration of the iconographic Madonna and Child. First manifesting in his works whilst studying at the Bell School, Drysdale's interest in the motif was abiding and can be observed both as the subject of single works such as the present work but also a central concern in broader compositions such as *Sunday Evening*, (1941), now in the collection of the Art Gallery of New South Wales, Sydney.

Sombre, impassive and contained, with children standing shyly amongst their skirts or upon their laps, Drysdale's bush Madonna's are powerful archetypes of motherhood wedded to a landscape of loss. With similar handling to *Youth at Broome*, 1958 now in the Wesfarmers Collection, Perth, *Mother and Child* has a translucent, ghost-like quality. Cloaked with white, loosely rendered fabric, the mother gazes out to the middle distance, her body anchored by the passive form of the child.

<sup>1</sup> Robert Hughes in *The London Magazine*, December 1964.





8

**ARTHUR BOYD (1920-1999)**

Bride and Bluebird, 1960-62

signed 'Arthur Boyd' lower right

oil on hardboard

108.0 x 128.5cm (42 1/2 x 50 9/16in).

**\$100,000 - 150,000**

**Provenance**

The Boyd Family Collection, London

Savill Galleries, Sydney

Private collection, Sydney

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

8 September 2004, lot 33

Private collection, Melbourne

**Exhibited**

*Arthur Boyd: The Spirit of Australia: Works dating from 1938-1990*,

Savill Galleries, Sydney, 17 October - 16 November 1996,

cat. 10 (illus.)

*Modern, Traditional, Contemporary*, Gould Galleries, Melbourne and

Sydney, 22 February - 23 March 2003, cat. 24 (illus.)

The Bluebird of Happiness, a universal image with its origins in pre-modern China, was the messenger bird of a Tang Dynasty goddess whose dominion was the protection of 'singing girls, dead women, novices, nuns, adepts and priestesses... women [who] stood outside the roles prescribed for women.'<sup>1</sup> Certainly Arthur Boyd's Brides, echoes and phantoms either floating above the landscape or reflected in nocturnal pools, are removed from conventional societal structures. The Bride does not marry, but rather undergoes a series of transformations and finally, in *Bride with Lover*, 1960 transmutes into a windmill.

The Bride, here with her attendant bluebird, is a powerful image within Boyd's complex personal iconography, recurring and haunting both her groom and the tangled, difficult landscape. Belonging to a group of works completed after the series, *Love, Marriage and Death of a*

*Half-caste*, Franz Philipp referred to the works as forming an 'epilogue of mood', less concerned with narrative. Here the bride is less solid, more painterly, belonging to a dream-world where she is a phantom, barely tethered by her veil to the world. Franz Philipp describes these phantasm works as 'it is thus in doubled unreality, echo of an echo, that the Bride appears and reappears in the 'epilogue' paintings: as reflection in creek and pool, as the ectoplasm-like cocoon of the veiled head, hanging from the tree-tops or rising out of the camp fire, she haunts the dreamer.'<sup>2</sup>

<sup>1</sup> Suzanne Cahill, "Performers and Female Taoist Adepts," *Journal of the American Oriental Society*, vol. 106, No. 1, Sinological Studies, p. 155-168

<sup>2</sup> Franz Philipp, *Arthur Boyd*, Thames and Hudson, London, 1967, p. 86





**CHARLES BLACKMAN (BORN 1928)**

Schoolgirl Crying, c.1952  
 signed 'BLACKMAN' upper left  
 tempera and enamel paint on board  
 62.5 x 74.0cm (24 5/8 x 29 1/8in).

**\$70,000 - 90,000**

**Provenance**

Tolarno Galleries, Melbourne  
 Private collection, Melbourne  
*Modern & Contemporary Art*, Sotheby's, Sydney, 21 March  
 2005, lot 24  
 Private collection, Melbourne

**Exhibited**

*Charles Blackman, The Schoolgirl Years 1951-1953*, Tolarno Galleries,  
 Melbourne, June 1988, cat. 16

**Literature**

Thomas Shapcott, *The Art of Charles Blackman*, Andre Deutsch,  
 London, 1989, pl. 33 (illus.)

When first introduced to the poetry of John Shaw Neilson by Sunday Reed, Charles Blackman had already started to explore the possibilities of the schoolgirl as a motif. Drawn or painted, of its emergence as a subject, Blackman noted in conversation with James Gleeson, 'the schoolgirl image just popped up in my personality. It is not untrue to say - all painters would say the same thing - that it is very much an environmental thing. Where I lived was heavily populated with schoolgirls - there were miles of them. It is one of those things.'<sup>1</sup>

Immediately struck by the parallels in their shared vision, Blackman commented of Neilson's poetry, 'they were full of a kinship, the sort of thing that I was painting fitted in with it perfectly.'<sup>2</sup> Filled with rich descriptions of colour, Neilson was partially blind and his affliction drew Blackman closer. The convergence of the schoolgirl motif, Neilson's poetry and his wife's own blindness was revelatory, resulting in paintings which are obsessive, underscored by a certain ambiguity akin to the opening stanza of Neilson's poem *Schoolgirls Hastening*,

Fear it has faded and the night:  
 The bells all peal the hour of nine:  
 The schoolgirls hastening through the light  
 Touch the unknowable Divine.

The first of the schoolgirls focused on the solitary female figure, primarily painted in enamel on board, or drawn in conte on paper. Belonging to this first period of consuming production, *Schoolgirl Crying* was painted prior to Blackman's shift from enamel to mixing his own mediums using powdered colours. When first exhibited, the Schoolgirl paintings attracted positive attention. Herald art critic Alan McCulloch hailed the new talent enthusiastically, 'In Blackman's hands John Shaw Neilson's schoolgirl becomes a creature of endless aesthetic possibilities. With literally nothing in the way of subject matter to help him, this young artist has created a series of paintings which are at once exciting and extremely stimulating.'<sup>3</sup>

<sup>1</sup> James Gleeson Interview: Charles Blackman, National Gallery of Australia, recorded 26 April 1979

<sup>2</sup> Geoff Maslen, 'Blackmans Wonderland', *The Age*, Melbourne, 15 March 2002

<sup>3</sup> Alan McCulloch, *The Herald*, 12 May 1953





10

**JOHN KELLY (BORN 1965)**

Three Stacked Cows, 2001

signed, dated and numbered 'Klly (sic) 01. 6/9' to base

oil painted bronze on steel base, edition 6 of 9

169.0 x 140.0 x 40.0cm (66 9/16 x 55 1/8 x 15 3/4in).

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

**Provenance**

Niagara Galleries, Melbourne

Private collection, Melbourne

Private collection, Sydney

*Australian & International Fine Art*, Deutscher~Menzies, Melbourne,

8 September 2004, lot 24

Private collection, Melbourne



**HOWARD ARKLEY (1951-1999)**

A Large House with Fence, 1998

signed, dated and inscribed 'Howard Arkley 1998 Large House with Fence' verso

synthetic polymer paint on canvas

203.5 x 304.3cm (80 1/8 x 119 13/16in).

**\$250,000 - 350,000**

**Provenance**

Tolarno Galleries, Melbourne

Private collection, New South Wales

Private collection, Melbourne

**Exhibited**

*11th Biennale of Sydney - every day*, Art Gallery of New South Wales, Sydney, 18 September - 8 November 1998

*Sampling 1998*, Tolarno Galleries, Melbourne, 28 November - 24 December 1998

**Literature**

Robyn McKenzie in Jonathan Watkins (ed.), *11th Biennale of Sydney - every day*, Biennale of Sydney, Sydney, 1998, pp. 62-63 (illus.)

*Vogue Australia*, August Issue, 1998, pp. 52-53 (illus.)

*The Australian Financial Review Magazine*, January 1999, (cover illus.)

'Artfolio: Howard Arkley', *New York Contemporary Art Report*, February - March 2000, pp. 87-95 (illus.)

*Hemispheres*, United Airlines Magazine, June 1999, p. 69 (illus.)

Megan Backhouse, *The Age*, 6 September 2000

Jeffrey Makin, *Herald Sun*, Melbourne, 27 November 2000

'Arkley has become best known for his paintings of the exteriors and interiors of suburban houses. His recreations of the suburban scene have iconic status as an image of Australian experience and identity rivalling the bush landscapes of previous generations'<sup>1</sup>

Howard Arkley's suburban houses were inspired by and often directly referenced drawings that real estate agents produced to advertise properties in newspapers. Breathing extraordinary life into often mundane imagery, Arkley described his obsession with the suburban as, 'Ordinary houses are full of pattern. You go into a house, there's no art... but it's filled with kind of second-degree imagery - The patterning

around the fireplace, on the curtains, in the carpet; and the different bricks on the different houses, and the pattern between the gutter, the nature-strip, the footpath, then you have the fence, then you have the lawn, the house, the tiles, then you have the beautiful sky.... and I missed the bushes in between... its rich.'<sup>2</sup>

*A Large House with Fence*, 1998 was painted the year before the artist's untimely death, along with its close companion, *Superb + Solid*, 1998, now in the collection of the Art Gallery of New South Wales, Sydney. Exemplifying Arkley's late suburban style at its most confident, most assured, the extraordinary and unprecedented scale of the work, measuring two by three metres, results in a painting which dominates space, enveloping the viewer in a landscape almost real in its proportions.

With its flat planes of pattern and texture, *A Large House with Fence* fuses the literal with the psychedelic. The stencilled pattern to the front fence shifts within our perception from knotted woodgrain back to abstraction, the illusion temporary. It is that tension between representation and abstraction in Arkley's works that make them most fascinating, the real made unreal. Painted during the artist's deepening experimentations with installation work, John Gregory observed of this period, 'His style was evolving significantly during these years, with new subtleties in spatial effects, and colour (pastel hues, more frequent recourse to a grey rather than black outline) and increasingly refined use of stencilled patterning'.<sup>3</sup>

<sup>1</sup> Robyn McKenzie, *11th Biennale of Sydney - every day*, Sydney, 1998, p. 62

<sup>2</sup> John Gregory, 'Carnival in Suburbia: The Art of Howard Arkley', Cambridge University Press, p. 9

<sup>3</sup> *Ibid.*, p. X







12

**TIM MAGUIRE (BORN 1958)**

Untitled 2000U52, 2000

signed, dated and inscribed 'Maguire '00 / Untitled 2000U52' verso  
oil on polyester canvas (dyptych)

181.0 x 441.0cm (71 1/4 x 173 5/8in).

**\$100,000 - 150,000**

**Provenance**

Tolarno Galleries, Melbourne

Private collection, Melbourne

*Australian & International Paintings*, Deutscher-Menzies, Melbourne,  
26 November 2003, lot 25

Private collection, Melbourne

**Exhibited**

*Spring: Sensational Paintings*, Tolarno Galleries at the Holmes à  
Court Gallery, Perth, 1 September - 1 October 2000

Tim Maguire is represented by Martin Browne Contemporary, Sydney  
and Tolarno Galleries, Melbourne





The quince, close cousin to the apple and pear, has proven a rich motif throughout the history of western painting, and in particular, within the Dutch vanitas style of the 16th and 17th centuries. Intended as reminders of the transience of life, the futility of pleasure and the certainty of death, the quince itself is associated with marriage, fertility though also bitterness with their flesh hard and inedible. Like the vanitas theme which preoccupied the Dutch, here Tim Maguire displays fruit which concurrently has a real and metaphysical value. We are beguiled and seduced whilst the painting simultaneously generates meaning beyond the exact realism of its subject. Immersive in their cinematic scale and technical achievement, Maguire's diptych paintings shift our focus from the subject of the painting to the object

itself. The composition, neatly divided at its centre into two canvas panels, results in a tension between the subject, and the contemporary notion of the painting as subject itself.

As though it has been taken from a colour plate reproduction, the arrangement of quince, oranges and peel, is cropped to the brink of abstraction. With an abiding interest in the dichotomy between production and reproduction, between the contemporary and the historic, Maguire shifts his subject in and out of focus, leaving an overwhelming sensation of beauty but also disquiet. We are presented with a detail made monumental, but the whole is concealed or perhaps ultimately an illusion, like painting itself.



13

**JEFFREY SMART (1921-2013)**

The Skaters, 1999

signed 'Jeffrey Smart' lower left

oil on canvas

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

**\$150,000 - 250,000**

**Provenance**

Australian Galleries, Sydney

Private collection, Sydney

Martin Browne Fine Art, Sydney

Private collection, Sydney

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

10 March 2004, lot 27

Private collection, Sydney

**Exhibited**

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

Australian Galleries, Sydney, 27 August - 15 September 1999, cat.5

(illus. front cover of accompanying catalogue)

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

22-26 May 2002 (illus. front cover of accompanying catalogue)

**Related Work**

Jeffrey Smart, *Study of The Skaters*, 1998-99, oil on canvas,

38.0 x 50.0cm, Private collection

'The time has long passed when bluebells were the sort of things you painted as examples of the beautiful. Most artists today don't paint the cars we travel in, factories people work in, roads, road signs, and airports we all use. I like living in the 21<sup>st</sup> century – to me the world has never been more beautiful. I am trying to paint the real world I live in, as beautifully as I can, with my own eye.

'There is another element which a good painter possesses, what T.S. Eliot refers to as prayer, observance, discipline. It is no use waiting about for inspiration. An artist has to work; work when he does not wish to work; and sometimes pursue and flog a dead painting, all the time knowing it will be discarded. But he knows that by the act of painting, even in despair, he is placing himself in a position when something may turn up. It is the agony of creation. It takes some sort of mad persistence to go on being a painter.

'Sometimes I will drive around for months. Despair: nothing, nothing. The suddenly I will see something that seizes me. A shape, a

combination of shapes, a play of light or shadows, and I send up a prayer because I now have the germ of a picture. I have to stop and record that inspirational flash immediately, or I might lose it. I make rapid sketches, take photographs, note the time of day in case I want to return.

'To re-crystallise a moment of ecstasy: ecstasy or a moment or a feeling about something. Sometimes the feeling is not so much visual. Sometimes it's a feeling about a certain place or area of Rome or Florence, or the country where there is a garage. There's a feeling there that I like. I start thinking and doing little drawings and what I assimilate comes out in paint, but it's often to crystallise moments of ecstasy. That's also an excuse in another sense because the actual doing, the making of the picture is such a pleasure. I'm just like an old carpenter who loves making cabinets.'

The artist in Barry Pearce, *Jeffrey Smart*, The Beagle Press, Sydney, 2005, p. 8



**CHARLES MEERE (1890-1961) and Studio**

Australian Beach Pattern, c.1940

initialled and inscribed 'C.M. / MELBOURNE' lower right

oil on canvas

65.0 x 88.0cm (25 9/16 x 34 5/8in).

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

**Provenance**

Private collection, Germany

Private collection, Adelaide

*Australian & International Paintings*, Deutscher-Menzies, Sydney,

4 March 2003, lot 29

Private collection, Sydney

**Related Works**

Charles Meere, *Australian Beach Pattern*, 1940, oil on canvas,

91.5 x 122 cm, in the collection of the Art Gallery of New South

Wales, Sydney

Sydney Modernist, Charles Meere was part of an important group of interwar artists portraying an idyllic vision of Australian culture. Meere's Australian Beach Pattern paintings are teeming with fit, youthful, tanned beach goers that exude a carefree spirit – a clear call to abandon the sombre and restrained times of the war and Great Depression of the early 1930s. As Linda Slutzkin describes when referring to the example in the collection of the Art Gallery of New South Wales, 'No other beach painting expresses the spirit of Australia before the Second World War as succinctly as this painting, with its combination of 'national types' and neo-classical composition.'<sup>1</sup>

Ironically, according to Freda Robertshaw who worked alongside Meere, 'Charles never went to the beach. We made up most of the figures, occasionally using one of Charles's employees as a model for the hands and feet, but never the complete figure. They were then arranged to fill in a composition until a small sketch was realised and colour indicated. It was then squared up and enlarged to the size of the painting. The outline was overlaid, pricked and then dusted with chalk. He started with a sepia base to fix the outline and then blocked in the larger areas, working slowly for about a year to complete the painting.'<sup>2</sup>

This workshop approach in laying out the elements in a rigorously ordered fashion explains the obviously posed, highly sculpted figures which are reminiscent of the idealized heroes in a neoclassical tableau – their muscular forms enhanced by the shadowing. Despite this staged effect, the Meere has nonetheless created a dynamic scene by crowding the figures, often each captured mid-action - the recurring curves of their bronzed bodies and the primary palette repeated throughout enhance this effect and create, exactly as the title suggests, a beach pattern.

<sup>1</sup> Linda Slutzkin, 'Spartans in Speedos', in Daniel Thomas (ed.), *Creating Australia: 200 years of art 1788-1988*, International Cultural Corporation of Australia/ Art Gallery Board of South Australia, Adelaide, 1988, p.176-177

<sup>2</sup> Linda Slutzkin, *Charles Meere 1890 - 1961*, introductory catalogue essay, S.H. Irvin Gallery, Sydney, 1987, pp. 6-7, from an interview with Freda Robertshaw, 6 September 1987





15

**JAMES R JACKSON (1882-1975)**

*Halcyon Days*, c.1924

signed 'James R Jackson' lower right

oil on linen

74.0 x 89.0cm (29 1/8 x 35 1/16in).

**\$40,000 - 60,000**

**Provenance**

Collection of the artist

Private collection, acquired directly from the artist in 1948

*Fine Australian and European Paintings*, Lawsons, Sydney,

16 July 1991, lot 273

Private collection, Sydney

**Literature**

Jacqueline Jackson, *James R. Jackson: Art was his life...*, Bay Books, Sydney, 1991 p.112

'Amended Arcadia', *The Bulletin*, Sydney, 18 June 1991

Widely regarded for his sparkling views of Sydney Harbour, James Jackson was principally a classically trained figurative painter who, during the first decades of the 20th century, commanded far higher prices for his paintings of nudes and elegantly dressed women than his harbour scenes. Indeed, the first works by Jackson acquired from his Sydney exhibitions during the Federation years were all depictions of elegant Edwardian women, such as *Maidenhead*, 1910, *Oleanders*, 1914, *The Dreamer*, 1916, and *The Holiday*, 1916. By the 1920s a shift occurred in his figurative compositions and he predominantly painted nudes in Arcadian-like landscapes albeit with a distinguishable Australian sensibility. Painted in the early 1920s, *Halcyon days*, is a superb example of Jackson's characteristic approach to an otherwise European tradition, which he dallied with for only a short few years. A documented admirer of Diego Velázquez, the reclining nude in the foreground looking on to her bathing companion pays homage to the master's famous *Rokeby Venus*. Jackson was bound to have seen the work in the National Gallery, London when he studied under Frank Brangwyn at the New English Art School in 1906.

*Halcyon days* is interesting also as an accomplished landscape painting and was quite possibly painted outdoors on one of his many painting tours to the Bathurst region when he was courting his wife-to-

be, the artist Dora Toovey, who lived in the region. He always painted outdoors, even his figurative works, and would embark on lengthy painting expeditions carrying his stretched canvases and equipment with him. Autumn was Jackson's favourite season for *en plein air* work and the titles of many of his works reflect this.<sup>1</sup> *Halcyon days* is clearly a golden autumn landscape with the row of flaming yellow poplars gracing the banks of a secluded pool providing shelter and privacy to the two nymph-like figures bathing.

The painting was important to Jackson as he allegedly bought it back at auction in the 1960s and included it in the survey exhibition at the Block Galleries, Melbourne in 1966.<sup>2</sup> Perhaps it brought back cherished memories of his painting expeditions to his wife's property in Bathurst and their ensuing honeymoon along the banks of the Murrumbidgee River in 1924. *Halcyon days* also represents a rare and fleeting aspect of the artist's important early figurative work, that of the classical nude in the landscape.

<sup>1</sup> Jacqueline Jackson, *James R. Jackson: Art was his life...*, Bay Books, Sydney 1991, p. 49

<sup>2</sup> *ibid*, p. 112





16

**ETHEL CARRICK FOX (1872-1952)**

Moroccan Market Scene, 1920

signed and dated 'CARRICK FOX - 20' lower right

oil on board

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

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

**Provenance**

*Australian and European Paintings, Drawings, Prints, Ceramics and Sculpture*, Christies, Melbourne, 1 August 1995, lot 142

Private collection, Sydney



17

**EMANUEL PHILLIPS FOX (1865-1915)**

North African Marketplace, c.1910

inscribed verso with artist's name

oil on wood panel

24.5 x 34.0cm (9 5/8 x 13 3/8in).

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

**Provenance**

The Barry Stern collection, Sydney

*The Barry Stern Collection*, Sotheby's, Sydney, 14 October

1990, lot 35

Private collection, Sydney





**ROY DE MAISTRE (1894-1968)**

Beach at St Jean de Luz, 1924

signed and dated 'R de Maistre 1924' lower right

oil on canvas

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

**\$80,000 - 120,000**

**Provenance**

Possibly collection of Mrs Rodney Dangar, Sydney

The Charles Lloyd Jones collection, Sydney

*The Charles Lloyd Jones Collection*, Sotheby's, Sydney,

19 July 1992, lot 23

Private collection, Sydney

**Exhibited**

*Oil Paintings by R. de Mestre*, Macquarie Galleries, Sydney,

6 - 17 April 1926, cat. 24 as *On the Beach, St. Jean de Luz*

*Loan Exhibition of Roy de Maistre Paintings*, Industrial Art Society's

Rooms, Victoria Arcade, Castlereagh Street, Sydney, 21 April - 5 May,

1937, cat. 14, as *Beach Scene, St. Jean de Luz*

**Literature**

*Mr de Mestre's Paintings*, Art Exhibition, The Sydney Morning Herald,  
6 April 1926, p. 12

*Roy de Maistre's Pictures*, Art Exhibition, The Sydney Morning Herald,  
21 April 1937, p. 8

Art and Australia, vol. 9, no. 2, 1971, pp. 120, 121 (illus.)

A sleepy fishing village in the winter months, the Basque seaside town of St-Jean-de-Luz in South West France transforms into a fashionable and crowded holiday resort in the summer. One of the village's most alluring qualities is its natural harbour and protected beaches lined with characteristic terracotta roofed buildings. Australian expatriate artist Roy de Maistre first visited St-Jean-de-Luz in 1923 following his controversial win of the New South Wales Society of Artists Travelling Scholarship earlier that year. He initially arrived in London but disenchanted with the capital, travelled to Paris and then on to St-Jean-de-Luz to stay with his cousin, Camilla Keogh, who had retired to the village in 1922 with her husband, Lieutenant General Sir Alfred Keogh.

De Maistre was immediately drawn to the region and painted a number of views of the Basque town and indeed, numerous important portraits of Camilla. In 1925 he took a studio there for three months

and when he finally returned to Sydney at the end of the Scholarship he presented to the scholarship committee an oil painting depicting his beloved seaside town entitled *Boat Harbour*, 1925 (The Howard Hinton Collection, New England Regional Art Museum) as a summation of his progress throughout his three-year sojourn abroad.

*Beach at St-Jean-de-Luz*, painted in 1924, is a complex and masterful composition focused on a charming family group playing in the sand under the soft filtered light of a glowing beach tent. To the left an elegant woman sits reading beneath her parasol while a small child rakes at the sand. Beyond her sits another woman shaded by a striped rose-coloured tent. De Maistre cleverly creates a sense of drama by bathing the entire lower right corner in grey blue shadow out of which an elderly robed man emerges offering a dry towel to a person beyond the frame of the picture. The effect of this dramatic shadowed foreground is to set up a clear corridor of light through the centre of the scene into the distant tents beyond. Indeed, it is the only open space in an otherwise teeming composition.

Without doubt, de Maistre was applying his significant researches into colour music theory, which he commenced when he first studied viola at the Conservatorium in Sydney culminating in his ground-breaking exhibition with Roland Wakelin in 1919, *Colour in Art*. The year this work was painted the artist had patented the *De Mestre Colour Harmonising Chart*, which was in essence a colour wheel of 132 shades divided into twelve segments allowing its users to ascertain the most harmonious colour combinations. Largely applied in design circles, the wheel was marketed and sold through Grace Bros. Sydney. In *Beach at St-Jean-de-Luz* we can observe clear evidence of the artist putting his theory into practice with his interlocking passages of blues, reds and yellows all softened under the warm Basque light.







**TOM ROBERTS (1856-1931)**

Kallista, 1920

signed and dated 'Tom Roberts 20' lower left

oil on plywood

45.0 x 35.0cm (17 11/16 x 13 3/4in).

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

**Provenance**

Collection of Mr H.D. Giddy, Melbourne

Lady F. Giddy, Melbourne

*Australian Historical and Contemporary Drawings and Paintings*,

Christie's, Melbourne, 6 March 1970, lot 108

The Bugle Galleries, South Australia (label attached verso)

*Fine Australian and European Paintings*, Lawsons, Sydney,

16 July 1991, lot 228B, as *Kallista, Dandenongs*

Private collection, Sydney

**Exhibited**

Probably, *Exhibition of Paintings by Tom Roberts*, Athenaeum Hall, Melbourne, 30 March - 17 April 1920, cat. 60, as '*Hill and Valley*'  
*Tom Roberts - Retrospective Exhibition*, National Art Gallery of New South Wales, Sydney, November 1947 - January 1948; National Gallery of Victoria, Melbourne, February - March 1948; Art Gallery of South Australia, Adelaide, May 1948, cat. 33 (label attached verso)  
*2nd Anniversary Exhibition*, The Bugle Galleries, South Australia, March 1977 - 17 April 1977

**Literature**

*Tom Roberts Exhibition*, The National Gallery of Victoria, Melbourne, Souvenir Catalogue, 1948, p. 14

Helen Topliss, *Tom Roberts 1856-1931, A Catalogue Raisonné*, Oxford University Press, Melbourne, 1985, Volume 1, cat. 517, titled '*The view from Kallista*'

Within the cannon of Australian landscape painting the Dandenong Ranges in Victoria has been of enduring interest. From early depictions such as Eugene von Guerard's *Ferntree Gully in the Dandenong Ranges*, 1857, the verdant landscape just outside Melbourne with its dense temperate rainforest and tall Mountain Ash trees has been a recurring subject. Tom Roberts, like his close friend and painting companion Arthur Streeton, would revisit the landscape and motif throughout his career, ultimately returning towards the end of his life to live there with his family.

Early explorations of the subject such as *Across the Dandenongs*, 1889, exhibited in the 9x5 exhibition and now held in the collection of the National Gallery of Victoria, Melbourne, foreshadow what was

to be a deepening love for the ranges with its gullies and vistas.

Following his return to Australia from London in 1919, Roberts immersed himself in painting, exhibiting in 1920 at the Atheneum Gallery in March. Along with a group of Italian and English subjects, the exhibition also featured studies painted in and around the Sassafras Forest, with *Kallista* possibly catalogue 60, then titled *Hill and Valley*. In 1923, Roberts and his wife Lillie purchased land in South Sassafras, soon renamed Kallista, and built a wooden house which they called 'Talisman', spending the remainder of their lives amongst the beloved bush.

Purchased by Mr H.D. Giddy, then Chairman of the National Bank, *Kallista*, 1920 was one of few privately owned paintings to be selected for inclusion in the 1947-1948 travelling retrospective. Exhibited alongside masterpieces such as *Bailed up*, 1895, now in the collection of the Art Gallery of New South Wales, Sydney, and *Shearing the Rams*, 1890, now in the collection of the National Gallery of Victoria, Melbourne, the retrospective of some 90 works was considered a fitting tribute. Of particular note was a broadly syndicated review which described 'the history of Australian art may be likened to a river fed by many tributaries. Some of the tributaries have been of but small significance; others have been like rivers themselves, whose force and volume irresistibly alter the course of the main stream... The retrospective exhibition of 90 pictures by Tom Roberts, now being held at the National Gallery, Melbourne, is therefore both fitting and welcome. Fitting, as a further tribute to the memory of the man who gave to Australia the nucleus of an authentic art as distinct from the derivative European product of his predecessors; welcome, as a salutary reminder of the values for which he stood in both art and life. Sincerity, integrity in fine craftsmanship, and a sensitive appreciation of the beauty in all its subtle forms — these were the tenets of his code. "To paint what you love and to love what paint" was his favourite dictum, it is this spirit of joy in the doing that pervades the whole exhibition, and makes it a stimulating episode in the current affairs of art.'<sup>1</sup>

<sup>1</sup> 'Tom Roberts', *Gippsland Times*, Victoria, 8 March 1948, p. 4





**ARTHUR STREETON (1867-1943)**

Cauliflowers, 1925

signed and dated 'A STREETON 1925' lower left

oil on canvas

51.0 x 76.0cm (20 1/16 x 29 15/16in).

housed in original John Thallon frame (label attached verso)

**\$35,000 - 55,000****Provenance**

Mr Oliver Streeton, Melbourne

Collection of the National Gallery of South Australia, Adelaide,  
acquired in 1945

Private collection, Sydney

**Exhibited***Exhibition of Paintings by Arthur Streeton*, Fine Art Society Galleries,  
Melbourne, 29 October - 11 November 1925, cat. 3, as 'Vegetables'*Exhibition of Oil Paintings by Arthur Streeton*, The Macquarie Galleries,  
Sydney, 10 - 26 March 1927, cat. 5*Loan Exhibition of the Works of Arthur Streeton*, National Art Gallery  
of New South Wales, Sydney, 20 November 1931 - 20 January 1932,  
cat. 79*A Retrospective Exhibition of Paintings by Arthur Streeton*, The  
Athenaeum Gallery, Melbourne, 15 - 26 August 1933, cat. 26*Exhibition of Pictures by Sir Arthur Streeton*, David Jones' Art Gallery,  
Sydney, April 1937, cat. 19*Arthur Streeton Memorial Exhibition*, National Gallery of Victoria,  
Melbourne, 5 September - 7 October 1944, cat. 89, (label attached  
verso) then touring; National Gallery of South Australia, Adelaide, 9  
November - 10 December 1944, cat. 23; National Gallery of New  
South Wales, Sydney, 31 March - 20 May 1945, cat. 43*Sir Arthur Streeton Exhibition*, John Martin & Co, Adelaide,  
6 - 23 March 1968, cat. 58 (label attached verso)**Literature**'Mr Streeton's Exhibition', *The Sydney Morning Herald*, Sydney,  
10 March 1927, p. 6George Galway, 'Streeton's Art, A Master Craftsman', *Evening News*,  
Sydney, 10 March 1927, p. 10'Mr A Streeton's Oil Paintings', *The Australasian*, Melbourne, 19 March  
1927, p. 41Arthur Streeton, *The Arthur Streeton Catalogue*, Melbourne, 1935, cat.  
839 (illus.)*Arthur Streeton Memorial Exhibition*, exh. cat., National Gallery of  
Victoria, Melbourne, 1944, p. 12 (illus.)H.E. Fuller, 'Streeton Show: Opening Marks Art Epoch', *The  
Advertiser*, Adelaide, 9 November 1944, p. 3'New Pictures For National Gallery', *The Advertiser*, Adelaide,  
17 February 1945, p. 8'National Gallery Acquisitions', *The Advertiser*, Adelaide, 23 June  
1945, p. 13







21

**TOM ROBERTS (1856-1931)**

(Coast of Cornwall), c.1910

signed 'Tom Roberts' lower right

oil on wood panel

12.0 x 20.0cm (4 3/4 x 7 7/8in).

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

**Provenance**

Private collection, Italy



22

**TOM ROBERTS (1856-1931)**

(Cornish Landscape), c.1910

initialled 'T.R.' lower left

oil on wood panel

12.0 x 20.0cm (4 3/4 x 7 7/8in).

\$10,000 - 15,000

**Provenance**

Private collection, Italy



**ARTHUR BOYD (1920-1999)**

Fishing at Dusk on the Shoalhaven, c.1983

signed 'Arthur Boyd' lower right

oil on canvas

120.0 x 99.0cm (47 1/4 x 39in).

**\$80,000 - 120,000**

**Provenance**

Savill Galleries, Sydney (label attached verso)

Private collection, Sydney

Considered to be one of the country's most significant painters, Arthur Boyd left Australia in 1959 to live in London and later Suffolk. Aside from the regular trips home to Australia between the years 1968 to 1981, he was based in the United Kingdom for over thirty years. Thus one of his most loved and enduring series of paintings, those depicting the rugged bush land of the Shoalhaven River at Bundanon in New South Wales occurred relatively late in his career. The influence and effect that this wild bush sanctuary south of Sydney had on his art cannot be overestimated.

*Fishing at Dusk on the Shoalhaven* was painted in the early 1980s when he was readying himself to permanently leave the United Kingdom and settle at Bundanon, which he had purchased in 1980. Prior to acquiring Bundanon he had stayed there with his wife Yvonne off and on since 1971 when he was awarded a fellowship at the Australian National University in Canberra. It was during this time that he commenced the Shoalhaven series of works. He was so enchanted by the region that in about 1973 he purchased the adjoining property of Riversdale spending the next ten years between Suffolk and Shoalhaven, painting and exhibiting regularly in both London, Sydney and Melbourne.

*Fishing at Dusk on the Shoalhaven* captures one of Boyd's perennial images of the series - that of the solitary figure reflected in the ever-present river amid the grandeur of the towering landscape. In this particular work the toughness of the bush is softened by a burst of early wattle along the banks of the river and a flock of white cockatoos rise from the branches flying up towards the ridgeline. The work is impressionistic and painted with confident, loose brush strokes in a soft wintery palette of blue/grays, browns and rose hues. Peace and serenity is everywhere and the figure fishing in the small boat lends the work a sense of quiet solitude. After many years of tackling tough subjects such as in the Bride series, Nebuchadnezzar and the caged painter, Shoalhaven seemed to present a salve to Boyd's world weary eyes. He never tired of capturing the many nuances of this landscape at all different times of the day and evening. *Fishing at Dusk on the Shoalhaven* is one of great evocations of Boyd's enduring relationship, respect and fascination with a place so important to him that he eventually bequeathed it to the nation to be preserved forever.



24

**RUSSELL DRYSDALE (1912-1981)**

Spectre, c.1939

signed 'Drysdale' lower right

oil on linen

50.0 x 39.0cm (19 11/16 x 15 3/8in).

**\$30,000 - 50,000**

**Provenance**

A gift from the artist to Dr Cedric Swanton, Sydney, circa 1939

Thence by descent

Private collection

*Australian & International Fine Art*, Christie's, Sydney, 28 August 2001,  
lot 33

Private collection, Sydney

The Melbourne-born Dr Cedric Howell Swanton (1899-1970) was a prominent doctor and psychiatrist who established himself in Sydney permanently in 1937. His sister, Lucy Howell Swanton (1901-1981), managed Riddell Gallery in Melbourne from 1937 where she held the first Russell Drysdale solo exhibition in 1938. She continued to represent the artist through Macquarie Galleries in Sydney which she ran alongside Treania Smith (1901-1990) from 1938-1956.

Undoubtedly, this is how the introduction between the artist and her doctor brother was made, and thus continued a long friendship.

Cedric Swanton built the boat depicted in this painting and he and Drysdale sailed together with Allan McGarrity. Drysdale has portrayed himself pulling on the mainsail, while McGarrity's legs appear behind the boom and the mainsail.





25

**JOHN OLSEN (BORN 1928)**

Dragonflies and Frogs

signed 'John Olsen' lower centre; inscribed 'Dragon Flies (sic)

and / Frogs' lower left

watercolour and pastel on paper

92.5 x 97.0cm (36 7/16 x 38 3/16in).

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

**Provenance**

Private collection, Melbourne

*Australian, International & Contemporary Art*, Christie's, Sydney,

23 August 2004, lot 13

Private collection, Melbourne









26

**ALBERT TUCKER (1914-1999)**

Bush, 1963

signed and dated 'Tucker '63' lower right

oil on composition board

80.0 x 60.0cm (31 1/2 x 23 5/8in).

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

**Provenance**

Australian Galleries, Melbourne (label attached verso)

Lieutenant Colonel C.P. Dawnay, United Kingdom

Thence by descent

Private collection, United Kingdom

**Literature**

Christopher Uhl, *Albert Tucker*, Lansdowne Press, Melbourne, 1969,  
cat. 12.25, p. 103



27

**ARTHUR BOYD (1920-1999)**

Shoalhaven, c.1980

signed 'Arthur Boyd' lower right

oil on board

20.0 x 14.5cm (7 7/8 x 5 11/16in).

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

**Provenance**

Private collection, Perth

28

**CHARLES BLACKMAN (BORN 1928)**

(Woman and her Spirit), c.1965

signed 'BLACKMAN' upper right

oil on canvas

165.0 x 110.5cm (64 15/16 x 43 1/2in).

**\$60,000 - 90,000**

**Provenance**

South Yarra Galleries, Melbourne (label attached verso)

Kym Bonython Gallery, Adelaide

Collection of Mr Peter Yarrow, member of folk music trio *Peter, Paul & Mary*, New York, United States of America





29

**NORMAN LINDSAY (1879-1969)**

Belinda's Ball

signed 'NORMAN LINDSAY' lower left

watercolour on paper

*58.0 x 41.0cm (22 13/16 x 16 1/8in).*

**\$30,000 - 50,000**

**Provenance**

Private collection, Sydney









30

**HAUGHTON FORREST (1826-1925)**

HMAS Galatea

signed 'Forrest' lower left

oil on academy board

42.0 x 62.0cm (16 9/16 x 24 7/16in).

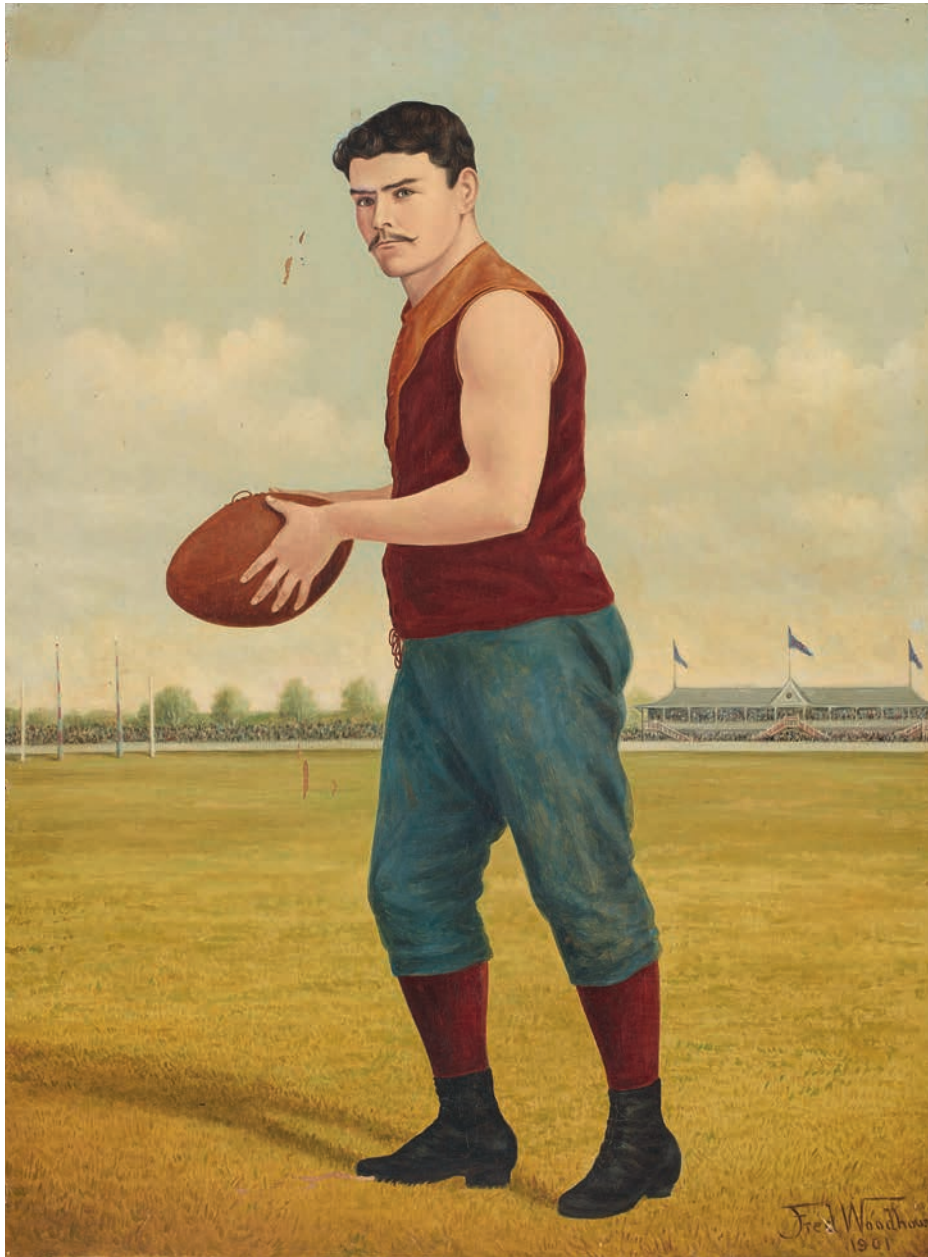
**\$12,000 - 18,000**

HMS *Galatea*, commanded by HRH the Duke of Edinburgh, arrived in Australia in 1867, the first visit to the colonies by a member of the Royal Family. The extended stay, marred by riots and accidents, was most notable for the first political assassination attempt in Australia, perpetrated by an Irish nationalist who shot the Duke in the back.

The *Galatea*, commissioned in 1859, was a 26 gun wooden screw-frigate. Forrest depicts one of her two retractable funnels in the raised position.

The Hobart *Mercury* reported on 16 February 1887 that Forrest's painting. *HMS Galatea*, owned by Mr F.A. Packer, was displayed in the exhibition held by the Tasmanian Art Association in the buildings of Parliament House, Hobart. The painting was mentioned again in the *Mercury* of 19 June 1901, when a letter to the editor suggested that Forrest update his "beautiful picture" of the *Galatea* but with the addition of Cape Raoul and Cape Pillar to present to the visiting Duke of York.

With thanks to the Forrest Project [www.forrest.project.org](http://www.forrest.project.org) and to Graeme Broxam, maritime historian and author.



31

**FREDERICK, JR. WOODHOUSE (1848-1927)**

Geoff Moriarty, 1901

signed and dated 'Fred Woodhouse / 1901' lower right  
oil on canvas

68.5 x 50.0cm (26 15/16 x 19 11/16in).

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

**Provenance**

Mr Geoff Moriarty, Melbourne

Thence by descent

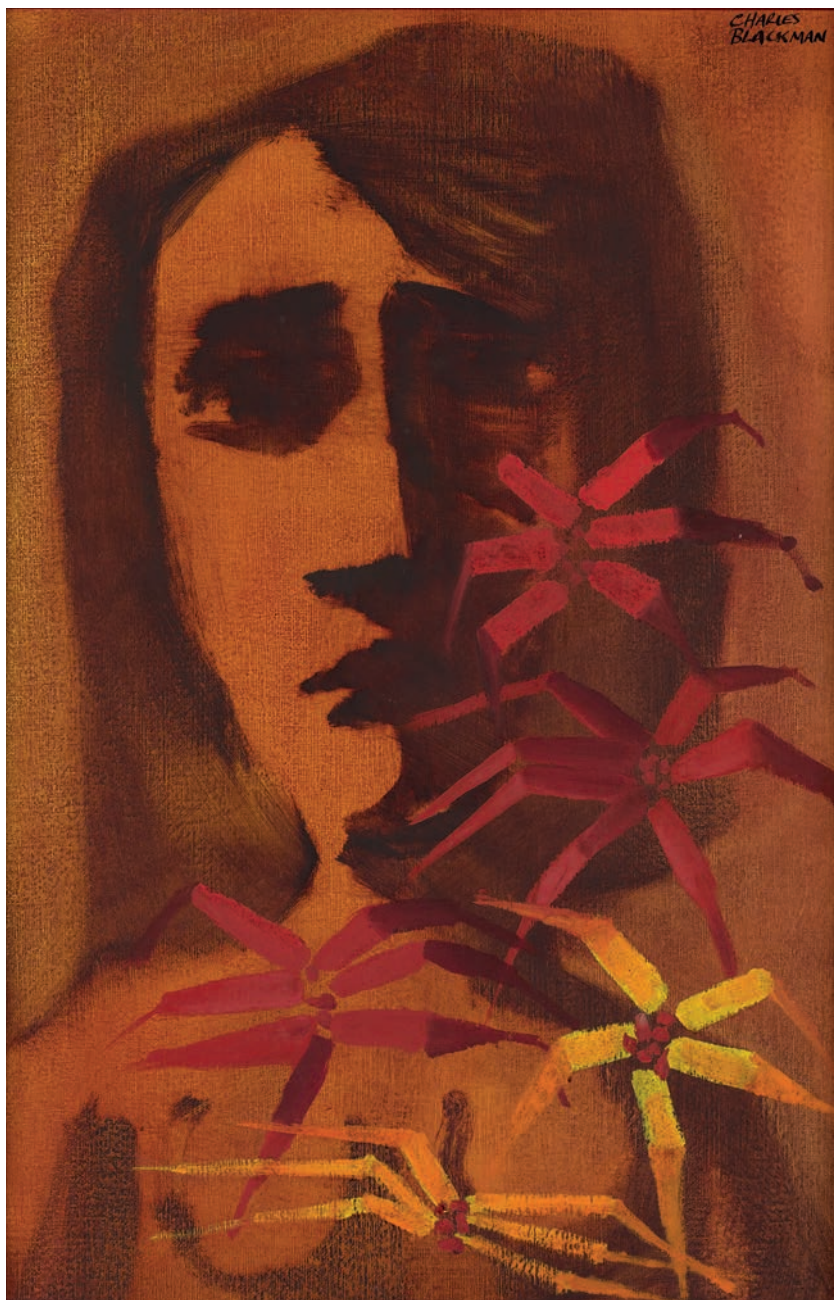
Mr Jack Moriarty, Melbourne

Thence by descent

Mr Hugh Morris, Melbourne

Thence by descent

Frederick Woodhouse Jr's painting of Geoff Moriarty is one of the earliest portraits of an Australian rules football player. Moriarty played in the Victorian Football Association, as it was then known, for the Fitzroy Football Club, from its inception in 1897. He would steer the team to premierships in 1899 and 1905 whilst also runners up in 1900 and 1906 before he became their first official coach in 1911. Jack Moriarty, who inherited the painting, was also a club legend in Fitzroy football and was inducted into the Australian Football Hall of Fame in 2004.



32

**CHARLES BLACKMAN (BORN 1928)**

Girl with Poinsettia

signed 'CHARLES / BLACKMAN' upper right

oil on paper on board

72.5 x 47.3cm (28 9/16 x 18 5/8in).

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

**Provenance**

Art Galleries Schubert, Queensland

*Australian, International & Contemporary Art*, Christie's, Sydney,

23 August 2004, lot 127

Private collection, Melbourne





33

**MARGARET OLLEY (1923-2011)**

Zillah (Standing Nude), 1962

signed and dated 'Olley 62' lower right

oil on hardboard

150.0 x 75.0cm (59 1/16 x 29 1/2in).

**\$15,000 - 25,000**

**Provenance**

Johnstone Gallery, Brisbane

Private collection, Melbourne

Private collection, Sydney

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

9 September 2004, lot 95

Private collection, Melbourne

34

**ELAINE HAXTON (1909-1999)**

Old Sydney: The Ship and the Mermaid, c.1942

signed 'ELAINE HAXTON' lower right

oil on board

59.0 x 49.0cm (23 1/4 x 19 5/16in).

**\$18,000 - 24,000**

**Provenance**

Macquarie Galleries, Sydney (label attached verso)

The Collection of Lady Lloyd Jones, Sydney

*Fine Australian Paintings, Books and Ceramics*, Sotheby's, Melbourne,

26 July 1987, lot 401

Private collection, Sydney

**Exhibited**

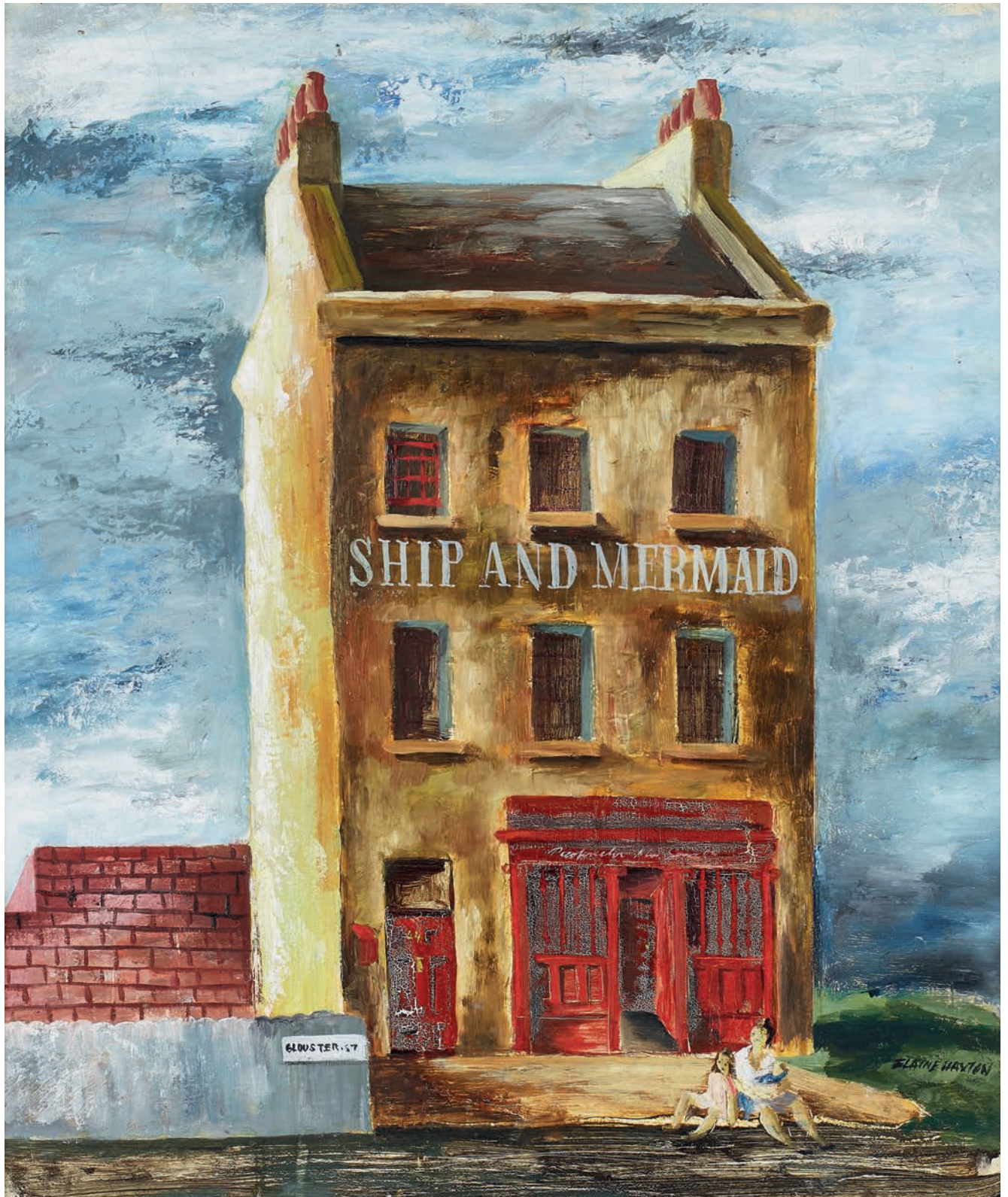
*Elaine Haxton*, Macquarie Galleries, Sydney, 11 - 23 November 1942,  
cat. 7, as *Ship and Mermaid Inn*

*Sydney Harbour, 175th Anniversary of Australia*, Art Gallery of New  
South Wales, Sydney, 30 October - 19 November, 1963, cat. 42 (label  
attached verso)

**Related Work**

*Old Sydney*, oil on board, Society of Artists Book 1942, Ure Smith,  
Sydney, p. 33 (illus.)









35  
**ADRIAN LAWLOR (1890-1969)**  
 (Traipsing Vase); Still Life verso  
 signed verso 'LAWLOR' lower right  
 oil on cardboard  
 49.0 x 37.0cm (19 5/16 x 14 9/16in).

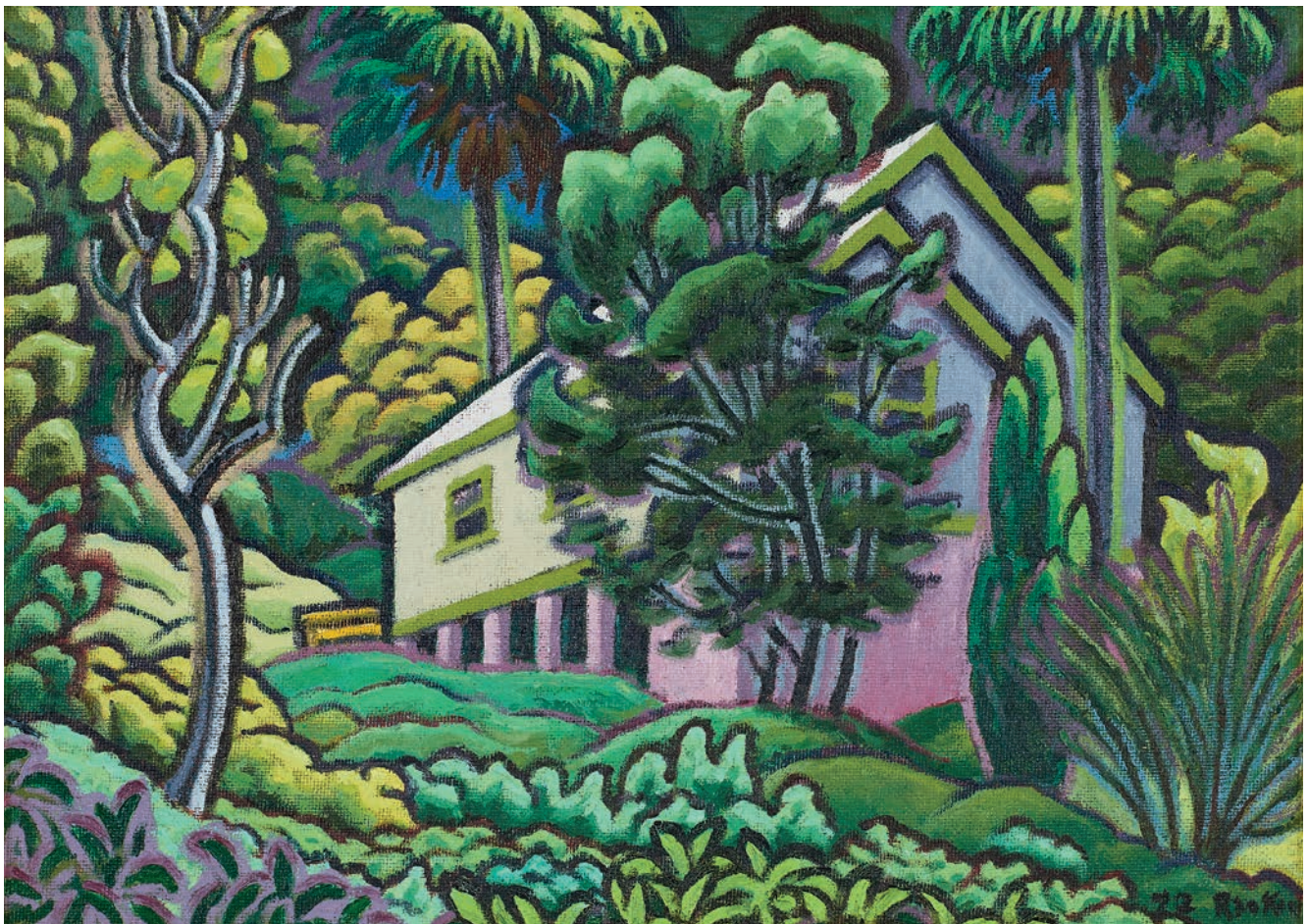
**\$5,000 - 7,000**

**Provenance**  
 Eastgate Gallery, Melbourne  
 Private collection, Sydney



verso





36

**WEAVER HAWKINS (1893-1977)**

*On the Hillside*, 1972

signed and dated '72 Raokin' lower right; inscribed verso with title and artist's address

oil on composition board

50.0 x 70.0cm (19 11/16 x 27 9/16in).

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

**Provenance**

Macquarie Galleries, Sydney (label attached verso)

Private collection

*Australian and European Paintings, Prints & Drawings*, James R. Lawson Auctioneers, Sydney, 1 December 1987, lot 109, as '*On the Hillside (The Artists House)*'

Private collection

*Fine Australian Paintings*, Sotheby's, Melbourne, 14 August 1989, lot 341

Private collection, Sydney

**Exhibited**

*Wynne Prize*, Art Gallery of New South Wales, Sydney, 1972, cat. 65

*Weaver Hawkins*, Macquarie Galleries, Sydney, 1972, cat. 65





37

**ROLAND WAKELIN (1887-1971)**

Boatsheds at the Spit, 1946

signed and dated 'R. Wakelin / 46' lower right; inscribed verso with title  
oil on board

43.0 x 55.0cm (16 15/16 x 21 5/8in).

**\$4,000 - 6,000**

**Provenance**

Macquarie Galleries, Sydney (label attached verso)

Private collection

Joseph Brown Gallery, Melbourne

Private collection, Sydney

**Exhibited**

*Roland Wakelin Memorial Exhibition*, Macquarie Galleries, Sydney,  
29 March - 17 April 1972, cat. 20

*Autumn Exhibition*, Joseph Brown Galleries, Melbourne, 7-22 March  
1977, cat. 62





38

**ALISON REHFISCH (1900-1975)**

Red Dresser, c.1945

signed 'Rehfisch' lower right

oil on canvas on board

50.0 x 40.0cm (19 11/16 x 15 3/4in).

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

**Provenance**

*Fine & Important Paintings*, Rushton Fine Arts, Sydney, 7 July 1987,

lot 45

Private collection, Sydney



39

**FRANCIS LYMBURNER (1916-1972)**

Boy and Boat

signed 'Lyburner' lower right

oil on board

52.0 x 23.0cm (20 1/2 x 9 1/16in).

**\$4,000 - 6,000**

**Provenance**

Australian Galleries, Melbourne (label attached verso)

*Australian British, New Zealand and European Historical and Contemporary Paintings*, Leonard Joel, Melbourne, 10 April 1990, lot 569

Barry Stern Galleries, Sydney

Private collection, Sydney





40

**ELAINE HAXTON (1909-1999)**

The Persian Lute, c.1944

signed 'ELAINE HAXTON' upper left

oil and gouache on card

24.5 x 34.0cm (9 5/8 x 13 3/8in).

\$3,000 - 5,000

**Provenance**

Private collection, California, United States of America





41  
**ALISON REHFISCH (1900-1975)**  
 Sailing Boats, Brittany, c.1938  
 signed 'Rehfisch' lower right  
 oil on canvas  
 59.0 x 49.0cm (23 1/4 x 19 5/16in).

**\$4,000 - 6,000**

**Provenance**  
 Private collection, Sydney

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

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## 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 A\$1,000).**

If you wish to bid at the *Sale* by telephone, please complete a Telephone Bidding Form, which is available from our offices or in the *Catalogue*. Please then return it to the office responsible for the *Sale* at least 24 hours in advance of the *Sale*. It is your responsibility to check with our Bids Office that your bid has been received.

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



## Bidding by post or fax

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

## Bidding via the internet

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

## Bidding through an agent

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

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

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

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

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

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

## 8. GST

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

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

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

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

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

## 9. PAYMENT

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

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

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

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

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

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

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

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

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



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

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

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

## 10. COLLECTION AND STORAGE

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

## 11. SHIPPING

Please refer all enquiries to our shipping department [henry.sisley@bonhams.com](mailto: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](http://www.arts.gov.au/movable).

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

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

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

## 13. CITES REGULATIONS

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

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

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

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



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

## 15. BOOKS

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

## 16. CLOCKS AND WATCHES

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

## 17. FURNITURE

### Upholstered Furniture

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

## 18. JEWELLERY

### Ruby and Jadeite

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

### Gemstones

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

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

### Estimated Weights

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

### Signatures

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

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

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

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

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

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

## 19. PHOTOGRAPHS

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

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

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

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

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

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

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

## 20. PICTURES

### Explanation of Catalogue Terms

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

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

## 21. PORCELAIN

### Damage and Restoration

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

## 22. IMPORTANT NOTICE

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

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

## SYMBOLS

### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones 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.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓢ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.
- ^ Indigenous artefacts made in the State of Victoria that require a Cultural Heritage Permit to be removed from the state.

## DATA PROTECTION - USE OF YOUR INFORMATION

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

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

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

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

## APPENDIX 1

### CONTRACT FOR SALE

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

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

## 1 THE CONTRACT

- 1.1 These terms govern the Contract for Sale of the Lot by the Seller to the Buyer.
- 1.2 The Definitions and Glossary contained in Appendix 3 in the *Catalogue* are incorporated into this Contract for Sale and a separate copy can also be provided by Bonhams on request. Where words and phrases are used which are in the List of Definitions, they are printed in italics.
- 1.3 The Seller sells the Lot as the principal to the Contract for Sale, such contract being made between the Seller and you through Bonhams which acts in the sole capacity as the Seller's agent and not as an additional principal. However, if the *Catalogue* states that Bonhams sells the Lot as principal, or such a statement is made by an announcement by the Auctioneer, or by a notice at the Sale, or an insert in the *Catalogue*, then Bonhams is the Seller for the purposes of this agreement.

1.4	The contract is made on the fall of the Auctioneer's hammer in respect of the Lot when it is knocked down to you.		and damage caused to the Lot after the fall of the Auctioneer's hammer until you obtain full title to it.	9.1.5	to take legal proceedings against you for any sum due under the Contract for Sale and/or damages for breach of contract;
<b>2</b>	<b>SELLER'S UNDERTAKINGS</b>	5.2	Title to the Lot remains in and is retained by the Seller until the Purchase Price and all other sums payable by you to Bonhams in relation to the Lot have been paid in full to, and received in cleared funds by, Bonhams.	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	The Seller undertakes to you that:				
2.1.1	the Seller is the owner of the Lot or is duly authorised to sell the Lot by the owner;	<b>6</b>	<b>PAYMENT</b>		
2.1.2	save as disclosed in the Entry for the Lot in the Catalogue, the Seller sells the Lot with full title guarantee and free from any encumbrance or charge or, where the seller is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the Lot	6.1	Your obligation to pay the Purchase Price arises when the Lot is knocked down to you on the fall of the Auctioneer's hammer in respect of the Lot.	9.1.7	to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless the Buyer buys the Lot as a Consumer from the Seller selling in the course of a Business) you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;
2.1.3	except where the Sale is by an executor, trustee, liquidator, receiver or administrator the Seller is both legally entitled to sell the Lot, and legally capable of conferring on you quiet possession of the Lot; 2.1.4 the Seller has complied with all requirements, legal or otherwise, relating to any export or import of the Lot, and all duties and taxes in respect of the export or import of the Lot have (unless stated to the contrary in the Catalogue or announced by the Auctioneer) been paid and, so far as the Seller is aware, all third parties have complied with such requirements in the past;	6.2	Time will be of the essence in relation to payment of the Purchase Price and all other sums payable by you to Bonhams. Unless agreed in writing with you by Bonhams on the Seller's behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to Bonhams by you in the currency in which the Sale was conducted by not later than 4.30pm on the second working day following the Sale and you must ensure that the funds are cleared by the seventh working day after the Sale. Payment must be made to Bonhams by one of the methods stated in the Notice to Bidders unless otherwise agreed with you in writing by Bonhams. If you do not pay any sums due in accordance with this paragraph, the Seller will have the rights set out in paragraph 8 below.	9.1.8	to retain possession of any other property sold to you by the Seller at the Sale or any other auction or by private treaty until all sums due under the Contract for Sale shall have been paid in full in cleared funds;
2.1.5	subject to any alterations expressly identified as such made by announcement or notice at the Sale venue or by the Notice to Bidders or by an insert in the Catalogue, the Lot corresponds with the Contractual Description of the Lot, being that part of the Entry about the Lot in the Catalogue which is in bold letters and (except for colour) with any photograph of the Lot in the Catalogue and the contents of any Condition Report which has been provided to the Buyer.	<b>7</b>	<b>GST</b>	9.1.9	to retain possession of, and on three months' written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) 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 Seller or to Bonhams; and
<b>3</b>	<b>DESCRIPTIONS OF THE LOT</b>		If the Seller is registered or required to be registered for GST, unless otherwise indicated, the sale of the Lot will be a taxable supply by the Seller and subject to GST and GST will be included in the Hammer Price.	9.1.10	so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale 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 Seller or to Bonhams by you.
3.1	Paragraph 2.1.5 sets out what is the Contractual Description of the Lot. In particular, the Lot is not sold as corresponding with that part of the Entry in the Catalogue which is not printed in bold letters, which merely sets out (on the Seller's behalf) Bonhams' opinion (given on a reasonable basis and honestly) about the Lot and which is not part of the Contractual Description upon which the Lot is sold. Any statement or representation other than that part of the Entry referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any Description or Estimate, whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise, and whether by or on behalf of the Seller or Bonhams and whether made prior to or during the Sale, is not part of the Contractual Description upon which the Lot is sold.	<b>8</b>	<b>COLLECTION OF THE LOT</b>	9.2	You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to Bonhams in order to obtain the release of the Lot) incurred by the Seller (whether or not court proceedings will have been issued) as a result of Bonhams 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 Seller becomes liable to pay the same until payment by you.
3.2	Except as provided in paragraph 2.1.5, the Seller 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 Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by or on behalf of the Seller including by Bonhams. No such Description or Estimate is incorporated into this Contract for Sale.	8.1	Unless otherwise agreed in writing with you by Bonhams, the Lot will be released to you or to your order only when Bonhams has received cleared funds to the amount of the full Purchase Price and all other sums owed by you to the Seller and to Bonhams.	9.3	On any resale of the Lot under paragraph 8.1.2, the Seller will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the Lot, after the payment of all sums due to the Seller and to Bonhams, within 28 days of receipt of such monies by him or on his behalf.
		8.2	The Seller is entitled to withhold possession from you of any other Lot he has sold to you at the same or at any other Sale and whether currently in Bonhams' possession or not until payment in full and in cleared funds of the Purchase Price and all other sums due to the Seller and/or Bonhams in respect of the Lot.	<b>10</b>	<b>THE SELLER'S LIABILITY</b>
		8.3	You will collect and remove the Lot at your own expense from Bonhams' custody and/or control or from the Storage Contractor's custody in accordance with Bonhams' instructions or requirements.	10.1	The Seller acknowledges that certain laws imply terms, conditions or warranties into contracts for the supply of goods or services (including this agreement) that cannot be excluded. For example, for Consumers, purchasing goods at auction (including those under this agreement) come with non-excludable warranties under consumer protection legislation as to title and quiet possession and that the goods are free from encumbrance. The seller also acknowledges that certain other laws cannot be excluded. Nothing in paragraphs 9.2 to 9.5 is intended to exclude or restrict:
<b>4</b>	<b>FITNESS FOR PURPOSE AND SATISFACTORY QUALITY</b>	8.4	You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.	10.1.1	the application of any consumer protection legislation; or
4.1	The Seller 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 Lot or its fitness for any purpose.	8.5	You will be wholly responsible for any removal, storage or other charges or expenses incurred by the Seller if you do not remove the Lot in accordance with this paragraph 8 and will indemnify the Seller against all charges, costs, including any legal costs and fees, expenses and losses suffered by the Seller by reason of your failure to remove the Lot including any charges due under any Storage Contract. All such sums due to the Seller will be payable on demand.	10.1.2	our liability for fraud or death or personal injury caused by the Seller's negligence (or any person under the Seller's control or from whom the Seller is legally responsible); or
4.2	The Seller will not be liable for any breach of any alleged undertaking, as to the satisfactory quality of the Lot or its fitness for any purpose.	<b>9</b>	<b>FAILURE TO PAY FOR THE LOT</b>	10.1.3	any other liability to the extent that such liability may not be excluded or restricted as a matter of law.
<b>5</b>	<b>RISK, PROPERTY AND TITLE</b>	9.1	If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):		
5.1	Risk in the Lot passes to you when it is knocked down to you on the fall of the Auctioneer's hammer in respect of the Lot. The Seller will not be responsible thereafter for the Lot prior to you collecting it from Bonhams or the Storage Contractor, with whom you have separate contract(s) as Buyer. You will indemnify the Seller and keep the Seller fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss	9.1.1	to terminate immediately the Contract for Sale of the Lot for your breach of contract;		
		9.1.2	to resell the Lot by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;		
		9.1.3	to retain possession of the Lot;		
		9.1.4	to remove and store the Lot 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.	
10.4.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Trade Practices Act 1974, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	11.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".	
10.4.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	11.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.	
10.4.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	11.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .	
		11.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .	1 THE CONTRACT
		11.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction (and <i>Bonhams</i> enters into this agreement on trust for each such person).	1.1 These terms govern the contract between <i>Bonhams</i> personally and the <i>Buyer</i> , being the person to whom a <i>Lot</i> has been knocked down by the <i>Auctioneer</i> .
11	MISCELLANEOUS	12	GOVERNING LAW & DISPUTE RESOLUTION	1.2 The Definitions and Glossary contained in Appendix 3 to the <i>Catalogue</i> for the <i>Sale</i> are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the <i>Notice to Bidders</i> , printed at the beginning of the <i>Catalogue</i> for the <i>Sale</i> , and where such information is referred to it is incorporated into this agreement.
11.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .	12.1	Law	1.3 The <i>Contract for Sale</i> of the <i>Lot</i> between you and the <i>Seller</i> is made on the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> , when it is knocked down to you. At that moment a separate contract is also made between you and <i>Bonhams</i> on the terms in this <i>Buyer's Agreement</i> .
11.2	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> .			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.
11.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.	12.2	Dispute Resolution	1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
11.4	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.			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> .



<b>2</b>	<b>PERFORMANCE OF THE CONTRACT FOR SALE</b>				
	You undertake to us personally that you will observe and comply with all your obligations and undertakings to the <i>Seller</i> under the <i>Contract for Sale</i> in respect of the <i>Lot</i> .				
<b>3</b>	<b>PAYMENT</b>				
3.1	Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i> , you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i> :	4.5	Until you have paid the <i>Purchase Price</i> and any <i>Expenses</i> in full the <i>Lot</i> will either be held by us as agent on behalf of the <i>Seller</i> or held by the <i>Storage Contractor</i> as agent on behalf of the <i>Seller</i> and ourselves on the terms contained in the <i>Storage Contract</i> .	7.1.5	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;
3.1.1	the <i>Purchase Price</i> for the <i>Lot</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;
3.1.2	a <i>Buyer's Premium</i> in accordance with the rates set out in the <i>Notice to Bidders</i> , and	4.6	You undertake to comply with the terms of any <i>Storage Contract</i> and in particular to pay the charges (and all costs of moving the <i>Lot</i> into storage) due under any <i>Storage Contract</i> . You acknowledge and agree that you will not be able to collect the <i>Lot</i> from the <i>Storage Contractor's</i> premises until you have paid the <i>Purchase Price</i> , any <i>Expenses</i> and all charges due under the <i>Storage Contract</i> .	7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
3.1.3	if the <i>Lot</i> is marked <sup>[A8]</sup> , an <i>Additional Premium</i> which is calculated and payable in accordance with the <i>Notice to Bidders</i> together with <i>GST</i> on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the <i>Sale</i> .			7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for sale) until all sums due to us have been paid in full;
3.2	You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.	4.7	You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i> .	7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
3.3	All payments to us must be made in the currency in which the <i>Sale</i> was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the <i>Notice to Bidders</i> . Our invoices will only be addressed to the registered <i>Bidder</i> unless the <i>Bidder</i> is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.	4.8	You will be wholly responsible for any removal, storage, or other charges for any <i>Lot</i> not removed in accordance with paragraph 4.2, payable at our current rates, and any <i>Expenses</i> we incur (including any charges due under the <i>Storage Contract</i> ), all of which must be paid by you on demand and in any event before any collection of the <i>Lot</i> by you or on your behalf.	7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for sale) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us;
3.4	If <i>GST</i> is or will be payable on a supply of services made by us to you under or in connection with this agreement, where the sums payable are not expressly stated to include <i>GST</i> , the sums otherwise payable are increased by the amount of <i>GST</i> and you must make payment of the increase at the same time as you must pay the other sums due.	<b>5</b>	<b>STORING THE LOT</b>	7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .
3.5	We may deduct and retain for our own benefit from the monies paid by you to us the <i>Buyer's Premium</i> , the <i>Commission</i> payable by the <i>Seller</i> in respect of the <i>Lot</i> , any <i>Expenses</i> and <i>GST</i> and any interest earned and/or incurred until payment to the <i>Seller</i> .		We agree to store the <i>Lot</i> until the earlier of your removal of the <i>Lot</i> or until the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i> ) and, subject to paragraphs 6 and 10, to be responsible as <i>bailee</i> to you for damage to or the loss or destruction of the <i>Lot</i> (notwithstanding that it is not your property before payment of the <i>Purchase Price</i> ). If you do not collect the <i>Lot</i> before the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i> ) we may remove the <i>Lot</i> to another location, the details of which will usually be set out in the <i>Notice to Bidders</i> . If you have not paid for the <i>Lot</i> in accordance with paragraph 3, and the <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly to <i>Bonhams'</i> order and we will retain our lien over the <i>Lot</i> until we have been paid in full in accordance with paragraph 3.	7.2	You agree to indemnify us against all legal and other costs, all losses and all other expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.
3.6	Time will be of the essence in relation to any payment payable to us. If you do not pay the <i>Purchase Price</i> , or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.	<b>6</b>	<b>RESPONSIBILITY FOR THE LOT</b>	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> .	6.1	Only on the payment of the <i>Purchase Price</i> to us will title in the <i>Lot</i> pass to you. However under the <i>Contract for Sale</i> , the risk in the <i>Lot</i> passed to you when it was knocked down to you.	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.
<b>4</b>	<b>COLLECTION OF THE LOT</b>	6.2	You are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i> .	<b>8</b>	<b>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b>
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.	<b>7</b>	<b>FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b>	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our reasonable discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
4.2	You must collect and remove the <i>Lot</i> at your own expense by the date and time specified in the <i>Notice to Bidders</i> , or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i> .	7.1	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> ):		
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> .	7.1.1	to terminate this agreement immediately for your breach of contract;		
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	7.1.2	to retain possession of the <i>Lot</i> ;		
		7.1.3	to remove, and/or store the <i>Lot</i> at your expense;		
		7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i> ) and/or damages for breach of contract;		

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

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

## DATA PROTECTION - USE OF YOUR INFORMATION

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

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

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

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

## APPENDIX 3

### DEFINITIONS and GLOSSARY

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

## LIST OF DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## GLOSSARY

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

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

**"bailee"**: a person to whom goods are entrusted.

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

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

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

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

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

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

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



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