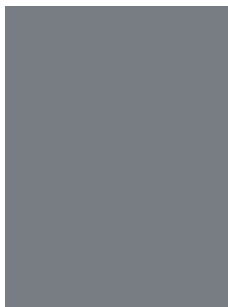
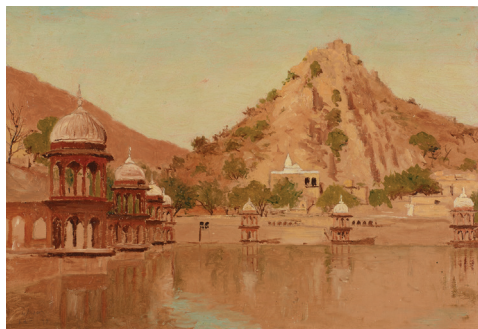


LOCKWOOD DE FOREST II (1850-1932) - A COLLECTOR'S EYE

Monday 13 July 2015 at 12.00
Paddington, Sydney



Bonhams

LOCKWOOD DE FOREST II (1850-1932) - A COLLECTOR'S EYE

Monday 13 July 2015 at 12.00
Paddington, Sydney

VIEWING

76 Paddington Street
Paddington NSW 2021

Friday 10 July

10.00 - 16.00

Saturday 11 July

10.00 - 16.00

Sunday 12 July

10.00 - 16.00

SALE NUMBER

23156

BIDS

Online bidding will be available for the auction. For further information please visit www.bonhams.com

All bidders are advised to read the important information on the following pages relating to bidding, payment, collection, shipping and storage of any purchases.

IMPORTANT INFORMATION

The United States Government has banned the import of ivory into the USA. Lots containing ivory are indicated by the symbol Φ printed beside the lot number in this catalogue.

ENQUIRIES

Fiona Frith
Specialist
+61 (0) 2 8412 2222
fiona.frith@bonhams.com

Yvett Klein
Asian Art Specialist
+61 (0) 2 8412 2231
yvett.klein@bonhams.com

CLIENT SERVICES

Anna Booty
+61 (0) 2 8412 2222
anna.booty@bonhams.com

PRESS ENQUIRIES

Emma Miller
+61 (0) 401 642 535
press.australia@bonhams.com

CUSTOMER SERVICES

+61 (0) 2 8412 2222
+61 (0) 3 8640 4088
+61 (0) 2 9475 4110 fax

CONDITIONS OF SALE

All lots are sold subject to the Conditions of Sale. Copies of the Conditions of Sale will be displayed at the sale venue and are available from any Bonhams saleroom on request.

業務規定

本拍賣會將根據邦瀚斯的《業務規定》進行，在拍賣會的競投及購買將由《業務規定》規管。《業務規定》將會公布在拍賣會場，閣下亦可向邦瀚斯工作人員索取該《規定》。

PHYSICAL CONDITION OF LOTS IN THIS AUCTION

PLEASE NOTE THAT THERE IS NO REFERENCE IN THIS CATALOGUE TO THE PHYSICAL CONDITION OF ANY LOT. INTENDING BIDDERS MUST SATISFY THEMSELVES AS TO THE CONDITION OF ANY LOT AS SPECIFIED IN CLAUSE 14 OF THE NOTICE TO BIDDERS.

As a courtesy to intending bidders, Bonhams will provide a written Indication of the physical condition of lots in this sale if a request is received up to 24 hours before the auction starts. This written Indication is issued subject to Clause 3 of the Notice to Bidders.

Bonhams 1793 Limited

76 Paddington Street
Paddington NSW 2021, Australia
+61 (0) 2 8412 2222
+61 (0) 2 9475 4110 fax

Bonhams Australia Directors

Mark Fraser (Chairman)
Robert Brooks
Hugh Watchorn



SALE INFORMATION

BIDS

+61 (0) 2 8412 2222
+61 (0) 3 8640 4088
+61 (0) 2 9475 4110 fax
info.aus@bonhams.com

To bid via the internet please visit
www.bonhams.com

PAYMENTS

Buyers

+61 (0) 2 8412 2222
+61 (0) 3 8640 4088
+61 (0) 2 9475 4110 fax

Sellers

Payment of sale proceeds

+61 (0) 2 8412 2222
+61 (0) 3 8640 4088
+61 (0) 2 9475 4110 fax

SHIPPING

For information and estimates on domestic and international shipping as well as export licenses please contact:

Henry Sisley
+61 (0) 2 8412 2222
henry.sisley@bonhams.com

Please note it is the buyer's responsibility to ensure the safe packaging of their items. This includes overseas buyers, who must guarantee each item is secured for overseas shipment. Bonhams staff cannot wrap and package items for clients.

COLLECTION

Lots will be available for collection from 9am Wednesday 15 July at Bonhams Paddington office.

To arrange collection please contact:

Henry Sisley
+61 (0) 2 8412 2222
henry.sisley@bonhams.com

Storage charges will apply from 29 July 2015.

Daily storage charge per lot \$30 plus GST

Lots may be released on production of the Collection Order obtained at Bonhams Paddington Office, Sydney and a form of photographic ID. If a third party is collecting on behalf of the client, the client must provide Bonhams with written authority prior to collection. The third party must present a photographic form of ID when collecting.

PAYMENT

Please note that payment for purchases is due by 4.30pm on Wednesday 15 July 2015.

Bank Transfer - Payment can be made by bank transfer. Please ensure that you either include the sale and lot number, your name or customer number in the reference field.

Account Name: BONHAMS 1793 LTD AU-CLIENT AC
Account Number: 078193002
Branch Name: Sydney Exchange Centre
SWIFT: HKBAU2S
Bank Name: HSBC Bank Australia Ltd
BSB: 342011



BPAY - 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 / Debit Cards - There is a 1.6% surcharge on the total invoice value when using non-Australian bank issued Debit cards.

Cash or traveller's cheques -

We will accept cash payment in Australian Dollars or traveller's cheques up to a maximum amount of \$8000 for lots purchased by you in this sale.

Cheques/Bank Transfers -

Personal cheques drawn on an Australian branch of a bank or building society: all cheques must be cleared before collection of your purchases.

Bankers draft/building society

cheque: if you can provide suitable proof of identity we will allow you to collect your purchases once the monies are cleared.

BUYER'S PREMIUM

A Buyer's Premium of 22% plus GST will be added to the Hammer Price on all lots.

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 refusal of any import or export or CITES license(s), any delay in obtaining such license(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.

CITES REGULATIONS

Please be aware that all Lots marked with symbol Y are subject to CITES when exporting these items outside Australia. Information about these regulations may be found at www.environment.gov.au/biodiversity/trade-use/cites/index.html or may be requested from:

The Director
International Wildlife Trade
Department of Sustainability,
Environment,
Water, Population and
Communities
GPO Box 787
Canberra ACT 2601
+61 (0) 2 6274 1900
wildlifetrade@environment.gov.au

1 TWO CARVED TEAKWOOD PANELS

from the studio of Lockwood de Forest II (1850-1932) made in Ahmedabad India, one carved with tigers, the other with foliate decoration, *38.4 x 62.0 cm*

AU\$800 - 1,200

US\$620 - 930

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to its current owner.

2 A LATE 19TH CENTURY CARVED TEAK VITRINE

designed by Lockwood de Forest II (1850-1932), made in Ahmedabad, India, assembled in New York, *167.5 x 81.4 x 30.8cm*

AU\$6,000 - 9,000

US\$4,600 - 7,000

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to the current owner. Lockwood de Forest was a member of the American Aesthetic Movement, along with Louis C. Tiffany and Candace Wheeler. He creatively assimilated Middle Eastern, Indian and Western design, resulting in a unique school within the American Arts and Crafts movement. Primarily he is known for his exotic interiors and his endeavours to preserve the craftsmanship of Indian artisans.

3 A LATE 19TH CENTURY ELM CHEST

designed by Lockwood de Forest II (1850-1932) carved in Ahmedabad, India, assembled in New York, *59.7 x 122 x 52.5cm (23 1/4" x 47 1/2" x 20 2/3")*

AU\$4,000 - 6,000

US\$3,100 - 4,600

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to the current owner. Lockwood de Forest was a member of the American Aesthetic Movement, along with Louis C. Tiffany and Candace Wheeler. He creatively assimilated Middle Eastern, Indian and Western design, resulting in a unique school within the American Arts and Crafts movement. Primarily he is known for his exotic interiors and his endeavours to preserve the craftsmanship of Indian artisans.

4 A COLLECTION OF LATE 19TH CENTURY CARVED TEAK TIMBER PANELS

from the studios of Lockwood de Forest (1850-1932), Ahmedabad, India *190, 246, 262, 250, 251.5, 170, 167.5, 105, 98, 97, 94.5, 64.5, 66.2 and 60cms*

AU\$2,000 - 4,000

US\$1,600 - 3,100

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to the current owner. Lockwood de Forest was a member of the American Aesthetic Movement, along with Louis C. Tiffany and Candace Wheeler. He creatively assimilated Middle Eastern, Indian and Western design, resulting in a unique school within the American Arts and Crafts movement. Primarily he is known for his exotic interiors and his endeavours to preserve the craftsmanship of Indian artisans.

- 5 **A PAIR OF 19TH CENTURY INDIAN BRASS CHAINS**
 from the studio of Lockwood de Forest (1850-1932) each with heavy links,
 a tray, pierced spheres and hooks to each end, *179 cm.*
Literature
 For similar examples please see "Lockwood de Forest, Furnishing the Gilded
 Age with a Passion for India" by Roberta A. Mayer. plates 70 and 93.
Provenance
 From the collection of Lockwood de Forest II (1850-1932) and by decent to
 its current owner.
 AU\$800 - 1,200
 US\$620 - 930
- 6 **A PAIR OF 19TH CENTURY SILVER ANKLE CUFFS**
 Gujarat, India *11.5cm.*
Provenance
 From the collection of Lockwood de Forest II (1850-1932) and by decent to
 its current owner.
 AU\$400 - 600
 US\$310 - 470
- 7 **AN EGYPTIAN BRONZE CAT**
 circa 664-332 B.C. seated on its haunches, with forepaws together and
 tail curling to the right side, mounted on wooden base, *figure 11.7cm,*
with base 14.5cm
Provenance
 From the collection of Lockwood de Forest II (1850-1932) and by decent to
 its current owner.
 AU\$5,500 - 7,500
 US\$4,300 - 5,800
- 8 **A SET OF TWELVE CAULDON GILT DECORATED FRUIT PLATES**
 retailed by Tiffany & Co, New York with a tooled border on a cream ground,
 together with twelve Lenox fruit plates, retailed by J.E. Caldwell & Co.
 Philadelphia, similarly decorated with a tooled gilt edge on a cream gound.
20.0cm, 21.5cm. (24)
Provenance
 From the collection of Lockwood de Forest II (1850-1932) and by decent to
 its current owner.
 AU\$600 - 800
 US\$470 - 620
- 9 **LOCKWOOD DE FOREST II (AMERICAN 1850-1932)**
 San Bernardino Range signed and dated 'L de Forest 1921' lower left;
 inscribed verso with artists name and title oil on board *60.5 x 85.7cm*
(23 3/4" x 33 3/4")
Provenance
 From the collection of Lockwood de Forest II (1850-1932) and by decent to
 its current owner.
 AU\$8,000 - 12,000
 US\$6,200 - 9,300
- 10 **LOCKWOOD DE FOREST II (1850-1932)**
 Alaska Coast signed and date 'Lockwood de Forest 1912'; titled verso
 'Alaska Coast between Valdez & College Fjord' oil on canvas *61.0 x 86.5cm*
(24" x 34")
Provenance
 From the collection of Lockwood de Forest II (1850-1932) and by decent to
 its current owner.
 AU\$8,000 - 12,000
 US\$6,200 - 9,300

- | | |
|--|---|
| <p>11 LAYLA AND MAJNUN IN THE WILDERNESS, A NOMAD ENCAMPMENT IN THE FOREGROUND DECCAN 18TH CENTURY Gouache and gold on paper, laid down on an album page with floral motifs in gold on a brown ground, inscription in inner border in nasta'liq scripts <i>album page 415 x 215 mm.</i></p> <p>Provenance From the collection of Lockwood de Forest II (1850-1932) and by decent to its current owner.</p> | <p>AU\$1,000 - 1,500 US\$780 - 1,200</p> |
| <p>12 RUSTAM ON HORSEBACK ARMED WITH A MACE DECCAN 18TH CENTURY Gouache and gold on paper, laid on an album page, blue inner border, inscription in outer border in nasta'liq script <i>album page 415 x 248 mm.</i></p> <p>Provenance From the collection of Lockwood de Forest II (1850-1932) and by decent to its current owner.</p> | <p>AU\$800 - 1,200 US\$620 - 930</p> |
| <p>13 FARHAD AND SHRIN HYDERABAD LATE 18TH CENTURY Gouache and gold on paper, laid down on album page, with <i>nasta'liq</i> calligraphy verso <i>album page 314 x 240 mm.</i></p> <p>Provenance From the collection of Lockwood de Forest II (1850-1932) and by decent to its current owner.</p> | <p>AU\$800 - 1,200 US\$620 - 930</p> |
| <p>14 SHAYKH IBRAHIM WITH ANGELS HYDERABAD LATE 18TH CENTURY Gouache and gold on paper, laid down on album page with ornate floral motifs in gold on a brown ground, inscription in inner border in <i>nasta'liq</i> script <i>Album page 413 x 248 mm.</i></p> <p>Provenance From the collection of Lockwood de Forest II (1850-1932) and by decent to its current owner.</p> | <p>AU\$800 - 1,200 US\$620 - 930</p> |
| <p>15 FAKIR WITH ATTENDANTS HYDERABAD LATE 18TH CENTURY Gouache and gold on paper, laid down on an album page with ornate floral motifs in gold on a brown ground, inscription in inner border in <i>nasta'liq</i> script <i>Album page 415 x 250 mm.</i></p> <p>Provenance From the collection of Lockwood de Forest II (1850-1932) and by decent to its current owner.</p> | <p>AU\$800 - 1,200 US\$620 - 930</p> |
| <p>16 MAIDENS WITH KRISHNA PAHARI 19TH CENTURY Gouache on paper <i>311 x 238 mm.</i></p> <p>Provenance From the collection of Lockwood de Forest II (1850-1932) and by decent to its current owner.</p> | <p>AU\$800 - 1,200 US\$620 - 930</p> |
| <p>17 MOTHER AND CHILD Gouache and gold on paper <i>205 x 104mm.</i></p> <p>Provenance From the collection of Lockwood de Forest II (1850-1932) and by decent to its current owner.</p> | <p>AU\$700 - 900 US\$540 - 700</p> |

- | | |
|--|---|
| <p>18 ELEPHANTS IN COMBAT PROVINCIAL MUGHAL 18TH CENTURY Gouache and gold on paper 180 x 274 mm.</p> <p>Provenance From the collection of Lockwood de Forest II (1850-1932) and by decent to its current owner.</p> | <p>AU\$800 - 1,200 US\$620 - 930</p> |
| <p>19 EIGHT HOLY MEN SEATED IN A GROVE DECCAN 18TH CENTURY Gouache on paper, identifying inscriptions in <i>nasta'liq</i> script on painted surface, laid down on an album page with borders decorated with floral motifs in gold on brown ground <i>Album page 415 x 215 mm</i></p> | <p>AU\$1,000 - 1,500 US\$780 - 1,200</p> |
| <p>20 SEATED IMAM UNDER A TREE PROVINCIAL MUGHAL/DECCAN 18TH CENTURY Gouache on paper, laid down on an album page with a brown inner border, inscription in inner border in <i>nasta'liq</i> script <i>album page 415 x 215 mm</i>.</p> <p>Provenance From the collection of Lockwood de Forest II (1850-1932) and by decent to its current owner.</p> | <p>AU\$500 - 800 US\$390 - 620</p> |
| <p>21 A SEATED HOLY MAN WITH PUPIL DECCAN 18TH CENTURY Gouache on paper, laid down on an album page with ornate floral motifs in gold on a brown ground, inscription in inner border in <i>nasta'liq</i> script <i>album page 415 x 217 mm</i></p> <p>Provenance From the collection of Lockwood de Forest II (1850-1932) and by decent to its current owner.</p> | <p>AU\$1,000 - 1,500 US\$780 - 1,200</p> |
| <p>22 A HOLY MAN WITH ATTENDANTS DECCAN 18TH CENTURY Gouache and gold on paper, laid down on an album page with floral motifs in gold on a brown ground, inscription in inner border in <i>nasta'liq</i> script, <i>album page 415 x 236 mm</i></p> <p>Provenance From the collection of Lockwood de Forest II (1850-1932) and by decent to its current owner.</p> | <p>AU\$600 - 800 US\$470 - 620</p> |
| <p>23 SEATED IMAN HYDERABAD LATE 18TH CENTURY Gouache and gold on paper, laid on an album page with ornate floral motifs in gold on a brown ground, inscription in inner border in <i>nasta'liq</i> script <i>album page 420 x 250 mm</i>.</p> <p>Provenance From the collection of Lockwood de Forest II (1850-1932) and by decent to its current owner.</p> | <p>AU\$800 - 1,200 US\$620 - 930</p> |
| <p>24 SEATED IMAM HYDERABAD LATE 18TH CENTURY Gouache on paper, laid on an album page with ornate floral motifs in gold on a green ground, inscription in inner border in <i>nasta'liq</i> script <i>Album page 413 x 250 mm</i>.</p> <p>Provenance From the collection of Lockwood de Forest II (1850-1932) and by decent to its current owner.</p> | <p>AU\$800 - 1,200 US\$620 - 930</p> |

25 **A SEATED HOLY MAN PROVINCIAL MUGHAL/DECCAN 18TH CENTURY**

Gouache on paper, laid on an album page with ornate floral motifs in gold on a brown ground, inscription in inner border in *nasta'liq* script *Album page 407 x 245 mm.*

AU\$500 - 700
US\$390 - 540

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to its current owner.

26 **PRISONERS BEING EXECUTED IN AN INTERIOR, AN ILLUSTRATION TO AN ARABIC TEXT PERSIA 17TH CENTURY**

Arabic manuscript on paper, text written in *naskhi* script, annotations in Persian *nasta'liq* script *350 x 230 mm.*

AU\$500 - 700
US\$390 - 540

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to its current owner.

27 **TWO 19TH CENTURY JAPANESE PANELS**

each carved and painted with lotus leaf and flower amongst flowing water, *193 x 93.2cm.*

AU\$1,500 - 2,500
US\$1,200 - 1,900

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to its current owner.

28 **A PAIR OF JAPANESE CARVED SOFTWOOD TRANSOMS**

Ramma, late 19th Century, the ebonised wood depicting carp and terrapin within swirling pools, *32.5 x 194cm*

AU\$400 - 600
US\$310 - 470

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to its current owner.

29 **A SET OF SIX IMARI BOWLS**

early 20th century with under glazed blue, polychrome enamel painted panels of peaches and cranes, with gilt highlights, together with four similarly decorated plates with scalloped edges, (10) *6 cm.*

AU\$60 - 80
US\$50 - 60

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to its current owner.

30 **A SET OF SIX IMARI COVERED BOWLS**

early 20th century with underglaze blue, russet enamel painted panels with gilt highlights, *9 cm.*

AU\$80 - 120
US\$60 - 90

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to its current owner.

31 **A TAOIST PORTRAIT OF A WOMAN**

late 19th early 20th century one of the eight immortals, fitted in a simple wooden frame, *151 x 82.5 cm.*

AU\$500 - 700
US\$390 - 540

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to its current owner.

32 THREE JAPANESE WOODBLOCK PRINTS

one depicting a waterwheel, another a hunter with a hawk and a tryptich of an approaching storm

AU\$200 - 300

US\$160 - 230

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to its current owner.

33 JAPANESE SCHOOL

19th century Peacock Ink and colour on silk, hanging scroll Signed by the artist, with one seal of the artist *32cm x 100cm*

AU\$400 - 600

US\$310 - 470

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to its current owner.

34 JAPANESE SCHOOL

19th/ early 20th century Cranes Ink and colour on paper, hanging scroll Signed and inscribed by the artist, with two seals of the artist *41cm x 118cm*

AU\$300 - 500

US\$230 - 390

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to its current owner.

35 A GILT WOOD JAPANESE FIGURE OF THE BUDDHA, SHAKYAMUNO, EDO PERIOD

The standing figure with well carved serene face and tightly curled hair in copper, his right hand raised in vitarka mudra, the left arm lowered, dressed in crisply flowing robes opened to reveal his chest, the lower robe panel concealing the internal prayer repository, standing before a tall mandorla carved with scrolling cloud on a well-carved double pedestal lotus base on a carved circular paneled foot, *71cm*.

AU\$1,500 - 2,200

US\$1,200 - 1,700

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to its current owner.

36 A KOREAN BLACK LACQUER CHEST ON FRAME

late 19th early 20th century with blossom and crane mother of pearl inlay decoration, *41.5 x 75 x 41cm*.

AU\$500 - 700

US\$390 - 540

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to its current owner.

37 A CHINESE CARVED JADE DISH

late Qing dynasty raised on a short foot rim, *14.2cm diam, 185gm*

AU\$1,200 - 1,800

US\$930 - 1,400

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to its current owner.

38 A PAIR OF GILTWOOD FO DOGS

late 19th early 20th century one resting its right paw on a cylindrical ball, the other resting its left paw on a cub, each raised on foliate decorated base, 21.5 cm.

AU\$200 - 300
US\$160 - 230

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to its current owner.

39 A CHINESE RED LACQUER WOODEN BOWL ON STAND

late 19th early 20th century the lobed bowl on matching black lacquered wooden stand 16.0 x 26.0cm

AU\$200 - 400
US\$160 - 310

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to its current owner.

40 A SET OF THREE BURMESE SILVER COVERED POTS

Each with repousse banded decoration to the sides and covers, 9.0, 7.5, 6.5cm.

AU\$600 - 800
US\$470 - 620

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to the current owner.

41 LOCKWOOD DE FOREST II (AMERICAN 1850-1932)

Megara, Greece 1878 initialed, dated and titled 'L de F Feb 13/78 Megara' lower right
oil on card 17.6 x 24.0cm (7" x 9 1/2")

AU\$1,000 - 2,000
US\$780 - 1,600

Megara could refer to the Greek coastal town located near Athens. Base on the paintings date and the recorded travels of Lockwood de Forest II.

Literature

Lockwood de Forest, Furnishing the Gilded Age with a Passion for India, by Roberta A.Mayer.

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to the current owner.

42 LOCKWOOD DE FOREST II (AMERICAN 1850-1932)

Seascape Sunset, 1878 initialed and dated 'L de F Feb 1/78' lower right oil on card 25.9 x 31.5cm (10 3/16" x 12 1/2")

AU\$2,000 - 4,000
US\$1,600 - 3,100

We presume this to be somewhere between Greece and the middle east based on the date and recorded travels of Lockwood de Forest II.

Literature

Lockwood de Forest, Furnishing the Gilded Age with a Passion for India, by Roberta A.Mayer.

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to the current owner.

43 LOCKWOOD DE FOREST II (AMERICAN 1850-1932)

Landscape signed and date 'L de F Feb 7/78' lower right oil on card
 24.1 x 17.7 cm (9 1/2" x 7")

AU\$1,000 - 2,000

US\$780 - 1,600

This is most likely a landscape in Greece based on its date and the recorded travels of Lockwood de Forest II.

Literature

Lockwood de Forest, Furnishing the Gilded Age with a Passion for India, by Roberta A.Mayer.

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to its current owner.

44 LOCKWOOD DE FOREST II (AMERICAN 1850-1932)

Corinthian Capital signed and dated 'L de F Jan 16/78' lower right oil on card
 17.7 x 24.1cm (7" x 9 1/2")

AU\$2,000 - 4,000

US\$1,600 - 3,100

We presume this to be a landscape in Greece based on the date and recorded travels of Lockwood de Forest II.

Literature

Lockwood de Forest, Furnishing the Gilded Age with a Passion for India, by Roberta A.Mayer.

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to the current owner.

45 LOCKWOOD DE FOREST II (AMERICAN 1850-1932)

Corinthian Ruins signed and dated 'L de F Jan 28/78) lower right oil on card
 17.7 x 24.1cm (7" x 9 1/2")

AU\$2,000 - 4,000

US\$1,600 - 3,100

We presume this to be a landscape in Greece based on the date and recorded travels of Lockwood de Forest II.

Literature

Lockwood de Forest, Furnishing the Gilded Age with a Passion for India, by Roberta A.Mayer.

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to the current owner.

46 LOCKWOOD DE FOREST II (AMERICAN 1850-1932)

Building Ruin, Egypt 1876 initialed and dated 'L de F Feb 8/76' lower left oil on card 24.0 x 17.8 cm (7" x 9 1/2")

AU\$2,000 - 4,000

US\$1,600 - 3,100

We presume this to be a landscape in Egypt based on the date and recorded travels of Lockwood de Forest II.

Literature

Lockwood de Forest, Furnishing the Gilded Age with a Passion for India, by Roberta A.Mayer. page 33

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to the current owner.

47 LOCKWOOD DE FOREST II (AMERICAN 1850-1932)

Middle Eastern Fascade, 1878 initialed and dated 'L de F Apr 29/78 oil on card 25.7 x 31.7cm (10 1/8" x 12 1/2")

AU\$3,000 - 5,000

US\$2,300 - 3,900

We presume this to be somewhere in the middle east based on the date and recorded travels of Lockwood de Forest II.

Literature

Lockwood de Forest, Furnishing the Gilded Age with a Passion for India, by Roberta A.Mayer.

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to the current owner.

48 LOCKWOOD DE FOREST II (AMERICAN 1850-1932)

Female Water Carrier, Egypt signed and dated 'L de F May 10/78' lower left oil on card 31.9 x 25.0cm (12 1/2" x 8 7/8")

AU\$3,000 - 5,000

US\$2,300 - 3,900

We presume this portrait to be set in Egypt based on the date and recorded travels of Lockwood de Forest II.

Literature

Lockwood de Forest, Furnishing the Gilded Age with a Passion for India, by Roberta A.Mayer.

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to the current owner.

49 LOCKWOOD DE FOREST (AMERICAN 1850-1932)

Water Carrier, Egypt signed and dated 'L de F May 13/78' lower left oil on card 24.2 x 18cm (7" x 9 1/2")

AU\$2,000 - 4,000

US\$1,600 - 3,100

We presume this portrait to be set in Egypt based on the date and recorded travels of Lockwood de Forest II.

Literature

Lockwood de Forest, Furnishing the Gilded Age with a Passion for India, by Roberta A.Mayer.

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to the current owner.

50 LOCKWOOD DE FOREST II (AMERICAN 1850-1932)

Mount Gerizim initialed, dated and titled 'Mt Gerazim L de F Mar 23/76' lower left oil on card 22.5 x 31.9 (8 7/8" x 12 1/2")

AU\$2,000 - 4,000

US\$1,600 - 3,100

Mount Gerizim is one of two mountains in the geographical surrounds of the West Bank city of Nablus and is located to the south of the valley, to the north of the valley is Mount Ebal.

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to the current owner.

51 LOCKWOOD DE FOREST II (AMERICAN 1850-1932)

Riverbank landscape, India 1881 initialed and dated 'L de F 1881' lower left oil on card 24.2 x 35.8cm (9 1/2" x 14")

AU\$2,000 - 4,000

US\$1,600 - 3,100

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to the current owner.

52 LOCKWOOD DE FOREST II (AMERICAN 1850-1932)

The Deosai, India 1881 initialed, dated and titled 'L de F, Deo Sai Aug 19/81 lower right. Verso sketch images of three male characters, titled 'The Deo Sai, Plateau between 13000ft, Kashmir & Baltistan' oil on card 23.9 x 35.7cm (9 1/2" x 12")

AU\$2,000 - 4,000

US\$1,600 - 3,100

The Deosai National Park is located in Skardu Gilgit-Baltistan province, in northern Pakistan.

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to the current owner.

53 LOCKWOOD DE FOREST II (AMERICAN 1850-1932)

Standing Guard oil on card 22.8 x 31.2cm (9" x 12 1/2")

AU\$2,000 - 4,000

US\$1,600 - 3,100

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to the current owner.

54 LOCKWOOD DE FOREST II (AMERICAN 1850-1932)

Indian landscape with elephant, 1881 initialed and dated indistinctly 'L de F ... 81' lower left, title indistinct oil on card 32.0 x 26.0 (10 1/4" x 12 1/2")

AU\$3,000 - 5,000

US\$2,300 - 3,900

We presume this to have been painted in India, as Lockwood de Forest and his wife Meta Kemble had embarked on their honeymoon to India in November 1880.

Literature

Lockwood de Forest, *Furnishing the Gilded Age with a Passion for India*, by Roberta A.Mayer. page 54

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to the current owner.

55 LOCKWOOD DE FOREST II (AMERICAN 1850-1932)

Citadel Gateway oil on card 24.4 x 25.9cm (9 5/8" x 10 1/4")

AU\$2,000 - 4,000

US\$1,600 - 3,100

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to the current owner.

56 LOCKWOOD DE FOREST II (AMERICAN 1850-1932)

Ulwar, India 1893 initialed, dated and titled 'Ulwar L de F 93' lower left oil on card 24.3 x 35.5cm (9 1/2" x 14")

AU\$3,000 - 5,000

US\$2,300 - 3,900

Alwar, formally known as Ulwar, is the capital city of Rajasthan and is located south of New Dehli.

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to the current owner.

57 LOCKWOOD DE FOREST II (AMERICAN 1850-1932)

Temple Ruins, India initialed and dated 'L de F July 12/81' oil on card 24 x 35.6cm (9 1/2" x 14")

AU\$3,000 - 5,000

US\$2,300 - 3,900

We presume this to be India based on the date and recorded travels of Lockwood de Forest II.

Literature

Lockwood de Forest, Furnishing the Gilded Age with a Passion for India, by Roberta A.Mayer.

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to the current owner.

58 LOCKWOOD DE FOREST II (AMERICAN 1850-1932)

Elephanta, India 1881 titled and dated "Elephanta Jan 21/81" lower right oil on card 22.4 x 31.8cm (8 3/4" x 12 1/2")

AU\$3,000 - 5,000

US\$2,300 - 3,900

The Elephanta Caves are a network of carved caves dating from the 5th and 8th century, they are located on Elephanta Island in Mumbai Harbour, India.

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to the current owner.

59 LOCKWOOD DE FOREST II (AMERICAN 1850-1932)

Apple Tree Canal, Srinagar India 1881 initialed and dated indistinctly lower left, titled 'Apple Tree Canal' verso Oil on card 32.0 x 26.0 cm (10 1/4" x 12 1/2")

AU\$3,000 - 5,000

US\$2,300 - 3,900

Srinagar lies in the Kashmir Valley, on the banks of the Jhelum River, a tributary of the Indus.

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to the current owner.

60 AMERICAN SCHOOL, LATE 19TH CENTURY

portrait of Lockwood de Forest I oil on canvas 66 x 54.5cm (26" x 21 1/2")

AU\$800 - 1,200

US\$620 - 930

Provenance

From the collection of Lockwood de Forest II (1850-1932) and by decent to its current owner.

| Lot | Estimate |
|--|---|
| <p>61 AMERICAN SCHOOL, SECOND HALF 19TH CENTURY A pair of portraits of a Mr and Mrs Lockwood de Forest I, each in foliate giltwood frames 32.5 x 22.5cm.</p> <p>Provenance From the collection of Lockwood de Forest II (1850-1932) and by decent to its current owner.</p> | <p>AU\$700 - 1,000 US\$540 - 780</p> |
| <p>62 WRIGHT LUDINGTON (AMERICAN 1901-1992) pencil sketch on paper, signed 'W.S.L.' lower right 22.8 x 25.5cm (9" x 10")</p> <p>Noted philanthropist, art collector and founder of the Santa Barbara Museum of Art, Wright Ludington was a friend of Lockwood de Forest III, who was a noted American landscape architect.</p> <p>Provenance From the collection of the de Forest family and by decent to the current owner.</p> | <p>AU\$500 - 700 US\$390 - 540</p> |
| <p>63 ERNEST DAVID ROTH (1879-1964) The Iron Grill, Venice, 1913 signed and dated in pencil, Lithographic print 27.6 x 21.2cm.</p> <p>Provenance From the collection of the de Forest family and by decent to the current owner.</p> | <p>AU\$100 - 200 US\$80 - 160</p> |
| <p>64 AMERICAN SCHOOL, LATE 19TH CENTURY portrait of a boy oil on canvas 52 x 42cm (20 1/2" x 16 1/2")</p> <p>Provenance From the collection of the de Forest family and by decent to the current owner.</p> | <p>AU\$1,000 - 1,500 US\$780 - 1,200</p> |

NOTICE TO BIDDERS

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

IMPORTANT:

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

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

Estimates

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

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

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

Condition Reports

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

The Seller's responsibility to you

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

Bonhams' responsibility to you

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equaling 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 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 licence (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 also 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 you must complete a *Telexphone Bidding Form*, which is available from our offices or in the *Catalogue*. Please then return it to the office responsible for the *Sale* at least 24 hours in advance of the *Sale*. It is your responsibility to check with our Bids Office that your bid has been received.

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

Equally, please let us know if you intend to nominate another person to bid on your behalf at the Sale unless this is to be carried out by us pursuant to a Telephone or Absentee Bidding Form that you have completed. If we do not approve the agency arrangements in writing before the Sale, we are entitled to assume that the person bidding at the Sale is bidding on his own behalf. Accordingly, the person bidding at the Sale will be the *Buyer* and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the issue of 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. SERVICES 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 A\$100,000 and 10% thereafter.

8. GST

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

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

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

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

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

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus GST and any other charges and Expenses to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the Sale so that all sums are cleared by 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 A\$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 A\$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: HKBAU25

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.

ETFPS cards issued by an Australian bank: there is no additional charge for purchases made with ETPFS cards. ETPFS 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 henrysisle@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 Movable Cultural Heritage Act 1986 (Ch). If you purchase, or plan to purchase, a *Lot* that may be subject to this Act, you should acquaint yourself with the impact of the Act on your purchase. Under this Act, some objects may be not be able to be exported, whilst others will not be able to be exported without permission. For more information on the Act see www.arts.gov.au/movable.

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

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

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

13. CITES REGULATIONS

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

The Director
International Wildlife Trade
Department of the Environment, Water, Heritage and the Arts
GPO Box 787
Canberra A.C.T. 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 that 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 set 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* subsequently 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 *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 and 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, 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 reshaped, 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 peoples, 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.

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; |
| 2 | SELLER'S UNDERTAKINGS | 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; | 6 | PAYMENT | | |
| 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 in full, 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 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. | 7 | GST 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. | 9.1.9 | 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 |
| 3 | DESCRIPTIONS OF THE LOT | | Where the Sale is a taxable supply, Bonhams (on behalf of the Seller) will issue a tax invoice to you for the sale of the Lot. | 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. | 8 | COLLECTION OF THE LOT | 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. |
| | | 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 the receipt of such monies by him or on his behalf. |
| 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. | 8.2 | 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. | 10 | THE SELLER'S LIABILITY |
| | | 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: |
| 4 | FITNESS FOR PURPOSE AND SATISFACTORY QUALITY | 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 persona 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. | 9 | FAILURE TO PAY FOR THE LOT | 10.1.3 | any other liability to the extent that such liability may not be excluded or restricted as a matter of law. |
| 5 | RISK, PROPERTY AND TITLE | 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 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 | MISCELLANEOUS | 11.11 | Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> . | 1 | THE CONTRACT |
| 11.1 | You may not assign either the benefit or burden of the <i>Contract for Sale</i> . | 11.12 | Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction (and <i>Bonhams</i> enters into this agreement on trust for each such person). | 1.1 | 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> . |
| 11.2 | The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> . | 12 | GOVERNING LAW & DISPUTE RESOLUTION | 1.2 | The Definitions and Glossary contained in Appendix 3 to the <i>Catalogue for the 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 for the Sale</i> , and where such information is referred to it is incorporated into this agreement. |
| 11.3 | If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6. | 12.1 | Law | 1.3 | 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> . |
| 11.4 | Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period. | 12.2 | Dispute Resolution | 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. |
| | | 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 | Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations: |
| | | 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; | 1.5.1 | 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; |
| | | 12.2.3 | 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 | 1.5.2 | 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> ; |
| | | | | 1.5.3 | we will provide guarantees in the terms set out in paragraphs 9 and 10. |
| | | | | 1.6 | We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, representation of fact in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams' Website</i> , or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the <i>Sale</i> . No such <i>Description</i> or <i>Estimate</i> is incorporated into this agreement between you and us. Any such <i>Description</i> or <i>Estimate</i> , if made by us or on our behalf, is given on a reasonable basis and honestly and (unless <i>Bonhams</i> itself sells the <i>Lot</i> as principal) made as agent on behalf of the <i>Seller</i> . |

2 PERFORMANCE OF THE CONTRACT FOR SALE

You undertake to us personally that you will observe and comply with all your obligations and undertakings to the Seller under the Contract for Sale in respect of the Lot.

3 PAYMENT

3.1 Unless agreed in writing between you and us or as otherwise set out in the Notice to Bidders, you must pay to us by not later than 4.30pm on the second working day following the Sale:

3.1.1 the Purchase Price for the Lot;

3.1.2 a Buyer's Premium in accordance with the rates set out in the Notice to Bidders, and

3.1.3 if the Lot is marked ^[46], an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with GST on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.

3.2 You must also pay us on demand any Expenses payable pursuant to this agreement.

3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder 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.

3.4 If GST is or will be payable on a supply of services made by us to you under or in connection with this agreement, where the sums payable are not expressly stated to include GST, the sums otherwise payable are increased by the amount of GST and you must make payment of the increase at the same time as you must pay the other sums due.

3.5 We may deduct and retain for our own benefit from the monies paid by you to us the Buyer's Premium, the Commission payable by the Seller in respect of the Lot, any Expenses and GST and any interest earned and/or incurred until payment to the Seller.

3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the Purchase Price, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.

3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro - rata to pay the Purchase Price of each Lot and secondly pro - rata to pay all amounts due to Bonhams.

4 COLLECTION OF THE LOT

4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a stamped, paid invoice, obtained from our cashier's office.

4.2 You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified, by 4.30pm on the seventh day after the Sale.

4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot 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 Notice to Bidders.

4.4 If you have not collected the Lot by the date specified in the Notice to Bidders, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "Storage Contract") with a Storage Contractor for the storage of

the Lot on the then current standard terms and conditions agreed between Bonhams and the Storage Contractor (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of AU\$5.50 inclusive of GST per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.

4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.

4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) under any other Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.

4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import and export regulations in connection with the Lot.

4.8 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any Expenses we incur (including any charges due under the Storage Contract), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

5 STORING THE LOT

We agree to store the Lot until the earlier of your removal of the Lot or until the time and date set out in the Notice to Bidders (or if no date is specified, by 4.30pm on the seventh day after the Sale) and, subject to paragraphs 6 and 10, to be responsible as bailee to you for damage to or the loss or destruction of the Lot (notwithstanding that it is not your property before payment of the Purchase Price). If you do not collect the Lot before the time and date set out in the Notice to Bidders (or if no date is specified, by 4.30pm on the seventh day after the Sale) we may remove the Lot to another location, the details of which will usually be set out in the Notice to Bidders. If you have not paid for the Lot in accordance with paragraph 3, and the Lot is moved to any third party's premises, the Lot will be held by such third party strictly to Bonhams' order and we will retain our lien over the Lot until we have been paid in full in accordance with paragraph 3.

6 RESPONSIBILITY FOR THE LOT

6.1 Only on the payment of the Purchase Price to us will title in the Lot pass to you. However under the Contract for Sale, the risk in the Lot passed to you when it was knocked down to you.

6.2 You are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

7.1 If all sums payable to us are not so paid in full at the time they are due and/or the Lot 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 Seller):

7.1.1 to terminate this agreement immediately for your breach of contract;

7.1.2 to retain possession of the Lot;

7.1.3 to remove, and/or store the Lot at your expense;

7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the Purchase Price) and/or damages for breach of contract;

7.1.5 to be paid interest on any monies due to us (after interest has been 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;

7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) 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 Lot or part thereof;

7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;

7.1.8 to retain possession of any of your other property in our possession or under our control for any purpose without limitation, other goods sold to you or with us for sale) until all sums due to us have been paid in full;

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;

7.1.10 on three months' written notice to sell, Without Reserve, 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;

7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.

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.

7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the Purchase Price of the Lot (or where you have purchased more than one Lot pro - rata towards the Purchase Price of each Lot) and secondly to the Buyer's Premium (or where you have purchased more than one Lot pro - rata to the Buyer's Premium on each Lot) and thirdly to any other sums due to us.

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 Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

8.1 Whenever it becomes apparent to us that the Lot is the subject of a claim by some person other than you and other than the Seller (or that such a claim can reasonably be expected to be made), we may, at our reasonable discretion, deal with the Lot 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:

| | | | | | |
|-------|--|--------|---|-------|---|
| 8.1.1 | retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or | 10 | OUR LIABILITY | 11 | MISCELLANEOUS |
| 8.1.2 | deliver the <i>Lot</i> to a person other than you; and/or | 10.1 | We acknowledge that certain laws imply terms, conditions or warranties into contracts for the supply of goods or services (including this agreement) that cannot be excluded. For example, for Consumers, services (including those under this agreement) come with non-excludable warranties under consumer protection legislation that they will be provided with due care and skill and be reasonably fit for their purpose (where the purpose is made known). We also acknowledge that certain other laws cannot be excluded. Nothing in paragraphs 10.2 to 10.4 is intended to exclude or restrict: | 11.1 | You may not assign either the benefit or burden of this agreement. |
| 8.1.3 | commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or | | | 11.2 | Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement. |
| 8.1.4 | require an indemnity and/or security from you in return for pursuing a course of action agreed to by you. | | | 11.3 | If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would be 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: | | | 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. |
| 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 | 10.1.1 | the application of any consumer protection legislation; or | | |
| | | 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. | | |
| 9 | FORGERIES | 10.2 | Subject to paragraph 10.1, we will not be liable whether in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> . | 11.5 | If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term. |
| 9.1 | We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9. | | | 11.6 | References in this agreement to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams' officers</i> , 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 | 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: | 11.8 | 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 | 10.3.1 | 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 | 11.9 | 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> . | 10.3.2 | changes in atmospheric pressure; nor will we be liable for: | 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: | 10.3.3 | damage to tension stringed musical instruments; or | 11.11 | Saving 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 | 10.3.4 | 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. | 11.12 | Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of <i>Bonhams</i> , it will also operate in favour and for the benefit of <i>Bonhams' holding company</i> 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). |
| 9.3.2 | it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed. | 10.4.1 | Subject to paragraph 10.1 we will not be liable to you for any loss of <i>Business</i> , <i>Business profits</i> , 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. | | |
| 9.4 | You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our reasonable discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> . | 10.4.2 | Subject to paragraph 10.1 in any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</i>) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise. | 12 | GOVERNING LAW AND DISPUTE RESOLUTION |
| 9.5 | If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>GST</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> . | | | 12.1 | Law 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. | | You may wish to protect yourself against loss by obtaining insurance. | | |
| 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> . | | | | |

- 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 experts(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.as@bonhams.com.

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

"Auctioneer" the representative of Bonhams conducting the Sale.

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

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

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

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

"Business" includes any trade, business and profession.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Purchase Price" the Hammer Price.

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

"artist's resale right": the right of the creator of a work of art to receive a payment on Sales of that work subsequent to the original Sale of that work by the creator if it is set out in the Resale Royalty Right for Visual Artists Acts 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 otherwise appropriated or its value diminished.

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

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

Bonhams Specialist Departments

19th Century Paintings

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

20th Century British Art

Matthew Bradbury
+44 20 7468 8295

Aboriginal Art

Francesca Cavazzini
+61 2 8412 2222

African, Oceanic & Pre-Columbian Art

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

American Paintings

Alan Fausel
+1 212 644 9039

Antiquities

Madeleine Perridge
+44 20 7468 8226

Antique Arms & Armour

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

Art Collections, Estates & Valuations

Harvey Cammell
+44 (0) 20 7468 8340

Art Nouveau & Decorative Art & Design

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

Australian Art

Merryn Schriever
+61 2 8412 2222
Alex Clark
+61 3 8640 4088

Australian Colonial Furniture and Australiana

+1 415 861 7500

Books, Maps & Manuscripts

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

British & European Glass

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

British & European Porcelain & Pottery

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

California & American Paintings

Scott Levitt
+1 323 436 5425

Carpets

UK
Mark Dance
+44 8700 27361
U.S.A.
Hadjji Rahimpour
+1 415 503 3392

Chinese & Asian Art

Asaph Hyman
+44 20 7468 8388
U.S.A.
Dessa Goddard
+1 415 503 3333
HONG KONG
+852 3607 0010
AUSTRALIA
Yvett Klein
+61 2 8412 2222

Clocks

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

Coins & Medals

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

Contemporary Art

UK
Ralph Taylor
+44 20 7447 7403
U.S.A.
Jeremy Goldsmith
+1 917 206 1656

Costume & Textiles

Claire Browne
+44 1564 732969

Entertainment Memorabilia

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

Furniture & Works of Art

UK
Fergus Lyons
+44 20 7468 8221
U.S.A.
Jeffrey Smith
+1 415 503 3413

Greek Art

Olympia Pappa
+44 20 7468 8314

Golf Sporting Memorabilia

Kevin McGimpsey
+44 1244 353123

Irish Art

Penny Day
+44 20 7468 8366

Impressionist & Modern Art

UK
India Phillips
+44 20 7468 8328
U.S.A.
Tanya Wells
+1 917 206 1685

Islamic & Indian Art

Claire Penhallurick
+44 20 7468 8249

Japanese Art

UK
Suzannah Yip
+44 20 7468 8368
U.S.A.
Jeff Olson
+1 212 461 6516

Jewellery

UK
Jean Ghika
+44 20 7468 8282
U.S.A.
Susan Abeles
+1 212 461 6525
AUSTRALIA
Anellie Manolas
+61 2 8412 2222
HONG KONG
Graeme Thompson
+852 3607 0006

Marine Art

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

Mechanical Music

Jon Baddeley
+44 20 7393 3872

Modern, Contemporary & Latin American Art

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

Modern Design

Gareth Williams
+44 20 7468 5879

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

Motor Cars

UK
Tim Schofield
+44 20 7468 5804
U.S.A.
Mark Osborne
+1 415 503 3353
EUROPE
Philip Kantor
+32 476 879 471

Automobilia

UK
Toby Wilson
+44 8700 273 619
U.S.A.
Kurt Forry
+1 415 391 4000

Motorcycles

Ben Walker
+44 8700 273616

Automobilia

Adrian Papiros
+44 8700 273621

Musical Instruments

Philip Scott
+44 20 7393 3855

Native American Art

Jim Haas
+1 415 503 3294

Natural History

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

Old Master Pictures

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

Orientalist Art

Charles O'Brien
+44 20 7468 8360

Photography

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

Portrait Miniatures

UK
+44 20 7393 3986

Prints and Multiples

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

Russian Art

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

Scientific Instruments

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

Scottish Pictures

Chris Brickley
+44 131 240 2297

Silver & Gold Boxes

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

South African Art

Giles Peppitt
+44 20 7468 8355

Sporting Guns

Patrick Hawes
+44 20 7393 3815

Toys & Dolls

Leigh Gotch
+44 20 8963 2839

Travel Pictures

Veronique Scorer
+44 20 7393 3962

Urban Art

Gareth Williams
+44 20 7468 5879

Watches & Wristwatches

UK
+44 20 7447 7412
U.S.A.
Jonathan Snellenburg
+1 212 461 6530
HONG KONG
Nicholas Bielbuyck
+852 2918 4321

Whisky

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

Wine

UK
Richard Harvey
+44 (0) 20 7468 5811
U.S.A.
Doug Davidson
+1 415 503 3363
HONG KONG
Daniel Lam
+852 3607 0004

UNITED KINGDOM

London

101 New Bond Street •
London W1S 1SR
+44 20 7447 7447
+44 20 7447 7400 fax

Montpellier Street •

London SW7 1HH
+44 20 7393 3900
+44 20 7393 3905 fax

South East

England

Brighton & Hove

19 Palmera Square
Hove, East Sussex
BN3 2JN
+44 1273 220 000
+44 1273 220 335 fax

Guildford

Millmead,
Guildford,
Surrey GU2 4BE
+44 1483 504 030
+44 1483 450 205 fax

Ile of Wight

+44 1273 220 000

Representative:

Kent

George Dawes
+44 1483 504 030

West Sussex

+44 (0) 1273 220 000

South West

England

Bath

Queen Square House
Charlotte Street
Bath BA1 2LL
+44 1225 788 988
+44 1225 446 675 fax

Cornwall – Truro

36 Lemon Street
Truro
Cornwall
TR1 2NR
+44 1872 250 170
+44 1872 250 179 fax

Exeter

The Lodge
Southernhay West Exeter,
Devon
EX1 1JG

+44 1392 425 264
+44 1392 494 561 fax

Winchester

The Red House
Hyde Street
Winchester
Hants SO23 7DX
+44 1962 862 515
+44 1962 865 166 fax

Tetbury

22a Long Street
Tetbury
Gloucestershire
GL8 8AQ
+44 1666 502 200
+44 1666 505 107 fax

Representatives:

Dorset

Bill Allan
+44 1935 815 271

East Anglia

Bury St. Edmunds

21 Churchgate Street
Bury St Edmunds
Suffolk IP33 1RG
+44 1284 716 190
+44 1284 755 844 fax

Norfolk

The Market Place
Reepham
Norfolk NR10 4JJ
+44 1603 871 443
+44 1603 872 973 fax

Midlands

Knowle

The Old House
Station Road
Knowle, Solihull
West Midlands
B93 0HT
+44 1564 776 151
+44 1564 778 069 fax

Oxford •

Banbury Road
Shipton on Cherwell
Kidlington OX5 1JH
+44 1865 853 640
+44 1865 372 722 fax

Yorkshire & North East

England

Leeds

30 Park Square West
Leeds LS1 2PF
+44 113 234 5755
+44 113 244 3910 fax

North West England

Chester

2 St Johns Court,
Vickers Lane,
Chester,
Ch1 1QE
+44 1244 313 936
+44 1244 340 028 fax

Manchester

The Stables
213 Ashley Road
Hale WA15 9TB
+44 161 927 3822
+44 161 927 3824 fax

Channel Islands

Jersey

La Chasse
La Rue de la Vallée
St Mary
Jersey JE3 3DL
+44 1534 722 441
+44 1534 759 354 fax

Representative:

Guernsey

+44 1481 722 448

Scotland

Edinburgh •

22 Queen Street
Edinburgh
EH2 1JX
+44 131 225 2266
+44 131 220 2547 fax

Glasgow

176 St. Vincent Street,
Glasgow
G2 5SG
+44 141 223 8866
+44 141 223 8868 fax

Representatives:

Wine & Spirits

Tom Gilbey
+44 1382 330 256

Wales

Cardiff

7-8 Park Place,
Cardiff CF10 3DP
+44 2920 727 980
+44 2920 727 989 fax

EUROPE

Austria

Tuchlauben 8
1010 Vienna
+43 (0) 1 403 0001
vienna@bonhams.com

Belgium

Boulevard
Saint-Michel 101
1040 Brussels
+32 (0) 2 736 5076
belgium@bonhams.com

Denmark

Hemming Thomsen
+45 4178 4799
denmark@bonhams.com

France

4 rue de la Paix
Viears Lane,
Chester,
Ch1 1QE
+44 1244 313 936
+44 1244 340 028 fax

Germany - Cologne

Albertstrasse 26
50667 Cologne
+49 (0) 221 2779 9650
cologne@bonhams.com

Germany - Munich

Maximilianstrasse 52
80538 Munich
+49 (0) 89 2420 5812
munich@bonhams.com

Greece

7 Neofytou Vamva Street
Athens 10674
+30 (0) 210 3636 404
athens@bonhams.com

Ireland

31 Moleworth Street
Dublin 2
+353 (0) 1 602 0900
dublin@bonhams.com

Italy - Milan

Via Bocaccio 22
20123 Milano
+39 0 2 4953 9020
milan@bonhams.com

Italy - Rome

Via Sicilia 50
00187 Roma
+39 0 6 48 5900
rome@bonhams.com

The Netherlands

De Lairesestraat 154
1075 HL Amsterdam
+31 (0) 20 67 09 701
amsterdam@bonhams.com

Portugal

Rua Bartolomeu Dias nº
160, 1º
Belem
1400-031 Lisbon
+351 218 293 291
portugal@bonhams.com

Russia - Moscow

Anastasia Vinokurova
+7 964 562 3845
russia@bonhams.com

Russia - St. Petersburg

Marina Jacobson
+7 921 555 2302
russia@bonhams.com

Spain - Barcelona

Teresa Ybarra
+34 930 087 876
barcelona@bonhams.com

Spain - Madrid

Nunez de Balboa no 4-1A
28001 Madrid
+34 915 78 17 27
madrid@bonhams.com

Spain - Marbella

Marina Roberts
+34 952 90 62 50
marbella@bonhams.com

Switzerland

Rue Etienne-Dumont 10
1204 Geneva
+41 (0) 22 300 3160
geneva@bonhams.com

MIDDLE EAST

Dubai

Deborah Najjar
+971 (0)56 113 4146
deborah.najjar@bonhams.com

Israel

Joslyne Halibard
+972 (0)54 553 5337
joslyne.halibard@
bonhams.com

NORTH AMERICA

USA

San Francisco •

220 San Bruno Avenue
San Francisco
CA 94103
+1 (415) 861 7500
+1 (415) 861 8951 fax

Los Angeles •

7601 W. Sunset Boulevard
Los Angeles
CA 90046
+1 (323) 850 7500
+1 (323) 850 6090 fax

New York •

580 Madison Avenue
New York, NY
10022
+1 (212) 644 9001
+1 (212) 644 9007 fax

Representatives:

Arizona

Terr Adrian-Hardy
+1 (480) 994 5362

California

Central Valley

David Daniel
+1 (916) 364 1645

Southern California

Christine Eisenberg
+1 (949) 646 6560

Colorado

Julie Segraves
+1 (720) 355 3737

Florida

Palm Beach
+1 (561) 651 7876
Miami
+1 (305) 228 6600
Ft. Lauderdale
+1 (954) 586 1630

Georgia

Mary Moore Bethea
+1 (404) 842 1500

Illinois

Ricki Blumberg Harris
+1 (312) 475 3922
+1 (312) 475 3800

Massachusetts

Boston/New England
Amy Corcoran
+1 (617) 742 0909

Nevada

David Daniel
+1 (775) 831 0330

New Mexico

Leslie Trilling
+1 (505) 820 0701

Oregon

Sheryl Acheson
+1 (503) 312 6023

Pennsylvania

Margaret Tierney
+1 (610) 644 1199

Texas

Amy Lawch
+1 (713) 621 5988

Washington

Heather O'Mahony
+1 (206) 218 5011

Washington DC

Mid-Atlantic Region
Martin Gammon
+1 (202) 333 1696

CANADA

Toronto, Ontario •

Jack Kerr-Wilson
20 Hazelton Avenue
Toronto, ONT
M5R 2E2
+1 (416) 462 9004
info.ca@bonhams.com

Montreal, Quebec

David Kelsey
+1 (514) 341 9238
info.ca@bonhams.com

SOUTH AMERICA

Argentina

Daniel Claramunt
+54 11 479 37600

Brazil

+55 11 3031 4444
+55 11 3031 4444 fax

ASIA

Hong Kong •

Suite 2001
One Pacific Place
88 Queensway
Admiralty
Hong Kong
+852 2918 4321
+852 2918 4320 fax
hongkong@bonhams.com

Beijing

Hongyu Yu
Suite 511
Chang An Club
1-2-8 East Chang An Avenue
Beijing 100006
+86(0) 10 6528 0922
+86(0) 10 6528 0933 fax
beijing@bonhams.com

Japan

Akiko Tsuchida
Level 14 Hibuya Central
Building
1-2-8 Nishi-Shimbashi
Minato-ku
Tokyo 105-0003
+81 (0) 3 5532 8636
+81 (0) 3 5532 8637 fax
akiko@bonhams.com

Singapore

Bernadette Rankine
11th Floor, Wisma Atria
435 Orchard Road
Singapore 238877
+65 (0) 6701 8038
+65 (0) 6701 8001 fax
bernadette.rankine@
bonhams.com

Taiwan

Summer Fang
37th Floor, Taipei 101 Tower
Nor 7 Xinyi Road, Section 5
Taipei, 100
+886 2 8758 2898
+886 2 8757 2897 fax
summer.fang@
bonhams.com

AUSTRALIA

Sydney

76 Paddington Street
Paddington NSW 2021
Australia
+61 (0) 2 9412 2222
+61 (0) 2 9475 4110 fax
info.aus@bonhams.com

Melbourne

Como House
Como Avenue
South Yarra
Melbourne VIC 3141
+61 (0) 3 8640 4088
+61 (0) 2 9475 4110 fax
info.aus@bonhams.com

AFRICA

Nigeria

Neil Coventry
+234 (0)7065 888 666
neil.coventry@bonhams.com

South Africa - Johannesburg

Penny Culverwell
+27 (0)71 342 2670
penny.culverwell@bonhams.com

Registration and Bidding Form
(Attendee / Absentee / Online / Telephone Bidding)
Please circle your bidding method above.

Paddle number (for office use only)

This sale will be conducted in accordance with Bonhams' Conditions of Sale and bidding and buying at the Sale will be regulated by these Conditions. You should read the Conditions in conjunction with the Sale Information relating to this Sale which sets out the charges payable by you on the purchases you make and other terms relating to bidding and buying at the Sale. You should ask any questions you have about the Conditions before signing this form. These Conditions also contain certain undertakings by bidders and buyers and limit Bonhams' liability to bidders and buyers.

Data protection – use of your information

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, 76 Paddington Street, Paddington, NSW 2021 info.aus@bonhams.com.

Payments

Payments will only be accepted from an account in the name of the registered bidder. For acceptable methods of payment please refer to paragraph 9 of the Notice to Bidders, which form part of the Conditions of Sale.

Notice to Bidders.

Clients are requested to provide photographic proof of ID - passport, driving licence, ID card, together with proof of address - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed. For higher value lots you may also be asked to provide a bank reference.

Bonhams

| | | | |
|---|--|--|--|
| Sale title: Lockwood De Forest II (1850-1932) - A Collector's Eye | | Sale date: 13 July 2015 | |
| Sale no. 23156 | | Sale venue: Paddington, Sydney | |
| If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids. | | | |
| General Bid Increments AUS: \$500 - 1,000by 50s \$1,000 - 2,000by 100s \$2,000 - 5,000by 200 / 500 / 800s \$5,000 - 10,000by 500s \$10,000 - 20,000by 1,000s \$20,000 - 50,000by 2,000 / 5,000 / 8,000s \$50,000 - 100,000by 5,000s \$100,000 - 200,000by 10,000s above \$200,000at the auctioneer's discretion | | | |
| The auctioneer has discretion to split any bid at any time. | | | |
| Customer Number | | Title | |
| First Name | | Last Name | |
| Company name (to be invoiced if applicable) | | | |
| Address | | | |
| | | | |
| City | | County / State | |
| Post / Zip code | | Country | |
| Telephone mobile | | Telephone daytime | |
| Telephone evening | | Fax | |
| Preferred number(s) in order for Telephone Bidding (inc. country code) | | | |
| | | | |
| E-mail (in capitals) | | | |
| By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses. | | | |
| I am registering to bid as a private buyer <input type="checkbox"/> | | I am registering to bid as a trade buyer <input type="checkbox"/> | |
| If registered for ABN please enter your registration here: □□ / □□□ - □□□ - □□□ | | Please tick if you have registered with us before <input type="checkbox"/> | |

Please note that all telephone calls are recorded.

| Telephone or Absentee (T / A) | Lot no. | Brief description | MAX bid in AU\$ (excluding premium) | Covering bid* |
|-------------------------------|---------|-------------------|-------------------------------------|---------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE AND WISH TO BE BOUND BY THEM, AND AGREE TO PAY THE BUYER'S PREMIUM, GST AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.

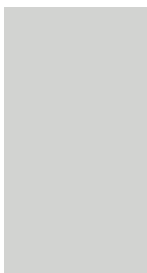
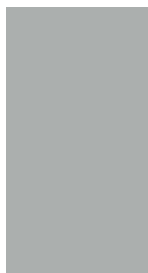
Your signature:

Date:

* Covering Bid: A maximum bid (exclusive of Buyers Premium and GST) to be executed by Bonhams **only** if we are unable to contact you by telephone, or should the connection be lost during bidding.
Please email or fax the completed Auction Registration form and requested information to:
Bonhams, Customer Services, 76 Paddington Street, Paddington, NSW 2021. Tel: +61 (0) 2 8412 2222 Fax: +61 (0) 2 9475 4110, ABN: 19 633 734 676
info.aus@bonhams.com, www.bonhams.com/sydney
Bonhams 1793 Limited, Montpelier Street, London SW7 1HH. Incorporated in England. Company Number 4326560. AUS/6/15

Bonhams 1793 Limited

76 Paddington Street
Paddington NSW 2021,
Australia
+61 (0) 2 8412 2222
+61 (0) 2 9475 4110 fax



For a complete sales listing: **[bonhams.com](https://www.bonhams.com)**